

1. Agenda

Documents:

[10-13-2016 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[10-13-2016 COUNCIL PACKET.PDF](#)



**Town of Northlake
Council Meeting Agenda
Thursday, October 13, 2016 at 5:30 pm
1400 FM 407 - Chamber Room
Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on October 13, 2016 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action.

1. Call Regular Work Session to Order

- A. Special Recognition - Municipal Court Clerk - Micheale Lane - 15 Years of Service

2. Briefing Items

- B. Northlake Comprehensive Plan Update
- C. FY 16 Quarterly Investment Update
- D. FY 16 Quarterly Budget Review

3. Call Regular Meeting to Order

Pledge of Allegiance-Moment of Silence

4. Public Input

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

5. Consent Items

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

- E. Consider for approval the meeting minutes dated September 8, 2016
- F. Consider for approval the meeting minutes dated September 22, 2016
- G. Consider for approval Resolution No. 16-31 purchase of two Police Vehicles
- H. Consider for approval Resolution No. 16-32 purchase of a Public Works Sewer Jetter
- I. Consider for approval Resolution No. 16-33 purchase of a Public Works Vehicle
- J. Consider for approval Resolution No.16-34 authorizing the Town Administrator to amend contract with Halff Associates Inc. to provide additional, specific engineering services
- K. Consider for approval Resolution No. 16-35 authorizing the Town Administrator to amend contract with Pacheo Koch Associates, Inc. to provide additional, specific engineering services
- L. Consider for approval authorizing the Town Administrator to sign the License and Easement Agreement between the Town of Northlake, Texas and T-Mobile West Corporation to operate a temporary antenna facility with the Town

6. Regular Items

- M. Consider for approval an agreement between Town of Northlake and Faith 407 Holdings LLC governing the development of Creek Meadows
- N. Consider for approval an agreement between Town of Northlake and Douglas Properties, Inc. governing the development of Stardust Ranch and the construction of certain public works projects related to the property
- O. Consider for approval Resolution No. 16-36 setting a Public Hearing to consider Land Use Assumptions and Capital Improvement Plan and appointing a Capital Improvements Advisory Committee
- P. Consider nominating a person to serve on the Denton County Transportation Authority Board of Directors
- Q. Consider for approval an Ordinance amending the Unified Development Code related to accessory buildings permitted on certain property within the Town
 - i. Public Hearing
 - ii. Ordinance No. 16-1013A
- R. Reconsider for approval an Ordinance amending the Unified Development Code related to pole signs
 - i. Public Hearing
 - ii. Ordinance No. 16-1013B

7. Convene into Executive Session

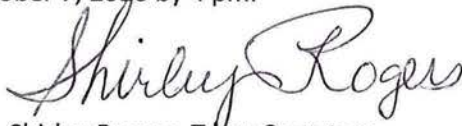
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a 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)

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall 1400 FM 407, Northlake, Texas on Friday, October 7, 2016 by 4 pm.


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 55.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



**Town of Northlake
Council Meeting Agenda
Thursday, October 13, 2016 at 5:30 pm
1400 FM 407 - Chamber Room
Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on October 13, 2016 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action.

1. Call Regular Work Session to Order

- A. Special Recognition - Municipal Court Clerk - Micheale Lane - 15 Years of Service

2. Briefing Items

- B. Northlake Comprehensive Plan Update
- C. FY 16 Quarterly Investment Update
- D. FY 16 Quarterly Budget Review

3. Call Regular Meeting to Order

Pledge of Allegiance-Moment of Silence

4. Public Input

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

5. Consent Items

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

- E. Consider for approval the meeting minutes dated September 8, 2016
- F. Consider for approval the meeting minutes dated September 22, 2016
- G. Consider for approval Resolution No. 16-31 purchase of two Police Vehicles
- H. Consider for approval Resolution No. 16-32 purchase of a Public Works Sewer Jetter
- I. Consider for approval Resolution No. 16-33 purchase of a Public Works Vehicle
- J. Consider for approval Resolution No.16-34 authorizing the Town Administrator to amend contract with Halff Associates Inc. to provide additional, specific engineering services
- K. Consider for approval Resolution No. 16-35 authorizing the Town Administrator to amend contract with Pacheo Koch Associates, Inc. to provide additional, specific engineering services
- L. Consider for approval authorizing the Town Administrator to sign the License and Easement Agreement between the Town of Northlake, Texas and T-Mobile West Corporation to operate a temporary antenna facility with the Town

6. Regular Items

- M. Consider for approval an agreement between Town of Northlake and Faith 407 Holdings LLC governing the development of Creek Meadows
- N. Consider for approval an agreement between Town of Northlake and Douglas Properties, Inc. governing the development of Stardust Ranch and the construction of certain public works projects related to the property
- O. Consider for approval Resolution No. 16-36 setting a Public Hearing to consider Land Use Assumptions and Capital Improvement Plan and appointing a Capital Improvements Advisory Committee
- P. Consider nominating a person to serve on the Denton County Transportation Authority Board of Directors
- Q. Consider for approval an Ordinance amending the Unified Development Code related to accessory buildings permitted on certain property within the Town
 - i. Public Hearing
 - ii. Ordinance No. 16-1013A
- R. Reconsider for approval an Ordinance amending the Unified Development Code related to pole signs
 - i. Public Hearing
 - ii. Ordinance No. 16-1013B

7. Convene into Executive Session

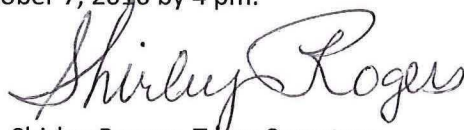
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a 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)

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall 1400 FM 407, Northlake, Texas on Friday, October 7, 2016 by 4 pm.


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 55.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



Regular Work Session

Agenda Item 1

- A. Special Recognition - Municipal Court Clerk Micheale Lane 15 Years of Service



Briefing Items

Agenda Item 2

- B. Northlake Comprehensive Plan Update
- C. FY 16 Quarterly Investment Update
- D. FY 16 Quarterly Budget Review

Memo

To: Honorable Mayor and Town Council

From: SJR Planning Consultants

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

Date: October 7, 2016

Re: Comprehensive Plan Update – Status Update

STATUS UPDATE

Please find herein a brief memo highlighting: Steering Committee progress to date and next steps. We look forward to presenting some highlights and answering any questions you may have on October 13th.

We are reviewing the plan in two halves over two meetings, followed by a final third meeting to review the final draft of the plan:

First Steering Committee Meeting - Thursday, July 21st

The purpose of Meeting #1 was to discuss and review the draft of the first half of the comprehensive plan update. The Steering Committee was given a week to review and bring their ideas and comments to discuss at the meeting. We had scheduled two hours for Meeting #1.

Second Steering Committee Meeting - Thursday, September 15th

The purpose of Meeting #2 was to discuss and review the draft of the Backcast which reflects the policies and strategies of the comp plan update. The Steering Committee was given a week to review and bring their ideas and comments to discuss at the meeting. We had scheduled two hours for the meeting but everyone stayed for almost 4 hours due to a productive and lively discussion.

At the end of this memo is a revised draft of the Backcast reflecting the Steering Committee's input. The basic idea of a Backcast is you start with the end goal in mind and work your way backwards to the beginning.

NEXT STEPS

Third Steering Committee Meeting - Thursday, November 17th

In preparation for our final Steering Committee meeting we will review the future land use map and the final draft of the comp plan.

We will schedule two hours for the final steering committee meeting but of course we will stay longer if needed and make any requested changes. Completion of this meeting will finalize input from the Steering Committee.

Next steps after Final Meeting #3 includes:

Finalize drafting of the plan to present to Council for adoption on December 8th .

Below is a copy of the content of the Backcast, we are at this time still creating the final document so the appearance of the Backcast will change, but not its content. Unless otherwise directed by the steering committee or Town Council.

Please note that we currently have color coded the Backcast strategies to help see how strategies are connected generally to development, we have color coded them as blue for infrastructure, red-orange for land use planning, and green for economic development.

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Preserving ranches and open space. <i>Northlake respects its rural legacy and is agile enough for continued growth.</i> Town has a reputation/brand in the metroplex as being serious about preserving open space. Driving through town people can feel/see a tie to the rural history of town. People visit Northlake so their kids/grandkids can experience large open spaces and agricultural rural area in the metroplex - staycations and agritourism is booming in Northlake. People that wish to live in rural/agricultural area but drivable distance to urban amenities choose Northlake as home.	Infrastructure being constructed in the specified area for preservation	Continue implementing the adopted CIP plan and work with grantworks to get CIP projects not funded in the bond programs	Develop, adopt and begin implementing a CIP Plan tying the comp plan and all master plans to funding up to 2040.	Align existing and new plans and development regulations to ensure that a specific part of town that preserves open space, farming, large tracts of agricultural land is established. The recommended sequence is as follows: 1) Thoroughfare Plan (add context sensitive street design component to it in addition to amending the ROW sizes and sections), including impact fees, 2) Water & Wastewater Plan, including impact fees, 3) Parks & Open Space master Plan, Park dedication & Impact fee ordinances, 4) Zoning Ordinance, 5) Subdivision Regulations, 6) Design Standards - both engineering and architectural.		Town residents are divided between desiring rural environment and wanting suburban amenities.
	is rural - streets in this area embody rural standards; water is mainly a rural system and sewer is septic only; drainage is sustainable and uses open ditches, bio swales and regional detention system.	funded thru grants.	funding up to 2040.	Standards - both engineering and architectural.		Town's current infrastructure plans are designed for typical suburban higher density single family type development with few rural tones to it. The existing parks and trail plan does not relate to the future trends in how people will/want to use open space, such as growth in
	ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies.		Hire additional staff or consultants to implement the adopted strategy to preserve/ protect/ manage development on ETJ land (municipal legislation).	Create strategy (including the use of development agreements) to protect land in ETJ such that it aligns with the preservation of open space and ranches.	desire for interactive structures/elements, walk/ bike facilities, natural plant & wildlife	
	Regional detention construction begins.	Regional detention design begins; Town team + task force works with towns and cities to change regulations related to drainage easements; and funding for construction is tied down.		Task force identifies goals, funding and design team.	Create a regional task force to look into establishing regional storm water detention and fund facilitation of a work plan/strategic plan for this task force.	preserves, sustainable practice gardens and so on instead of traditional ballfields and passive open space. Town's economic
	More companies doing research regarding growing food, ranching operations, boarding of horses, and wetlands research are approaching/locating on the fringe (especially along 156) of this area.	5 companies doing research regarding growing food and ranching operations are locating on the fringe (especially along 156) of this area.	Texas A&M has established an agricultural program on the fringe (especially along 156) of this area.	Economic incentives are in place to encourage people to preserve/ farm land.	Hire an economic development professional with experience in incentives and attracting agritourism, agricultural programs and companies.	development strategy will need to be aligned to consider open space and preservation principles needed to achieve this proposed
	Town is known for agritourism - people and schools bring kids on field trips to experience open space, farming etc. from the metroplex and the Town is getting known outside of the metroplex for agritourism.	Establish land conservation regulations.	Town has a department of agriculture and open space management to work with/liaison among farmers, large tract owners, conservation groups, and economic development.	Approach land conservation and agricultural groups to work in Northlake.	Conduct best practices research related to open space preservation, agricultural practices/promotion, land conservation etc.	goal/theme. A lot of existing farmland and agricultural land that lends to the existing rural environment in Northlake is in the ETJ and therefore outside Town's control.

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Northlake retains kids and grandkids. Northlake is a vibrant community for all generations. Young families with school age kids make up 50% of Town's HH and single professionals/married with no kids make up 20% of Town's HH. Northlake has shopping, entertainment & dining amenities such as bowling alley, movie theatre, outdoor amphitheater, coffee shops such as Starbucks, sit down restaurants from Chili's to Ruth Chris are all found in Northlake. Northlake is known for very high quality public schools and has a wide variety of job opportunities available in Town and in close vicinity.		Continue implementing the adopted CIP plan and work with grantworks to get CIP projects not funded in the bond programs funded thru grants.	Develop, adopt and begin implementing a CIP Plan tying the comp plan and all master plans to funding up to 2040. Should also include athletic fields/amenities in the schedule.	Amend plans and development regulations to ensure that the Town allows higher density suburban housing types such as multifamily, townhouses, grandparent suites, and SF mix of 8,000 sq. ft. to 1/2 acre lot. As well as public amenities to support the housing developments. The recommended sequence is as follows: 1) Parks & Open Space master Plan, Park dedication & Impact fee ordinances, coordinating with sports organizations for programming of sports activities at local parks and open spaces, 2) Zoning Ordinance, 3) Subdivision Ordinance.		There is a lack of housing types for young families, single professionals & married couples with no children. There is also a lack of public amenities such as parks, trails, libraries, rec centers etc. and a lack of shopping, entertainment or dining opportunities in Town that are important to young families. There are three school districts covering the area and while two are known to be an attractive reason for families to locate in their boundaries, the lack of common Town-IsD name branding opportunity does not currently exist in Northlake. Closest job opportunities are in warehousing and retail; but to attract kids more businesses are needed, especially the ones that can provide internships and career advancement opportunities such as corporate headquarters and medical centers.
		Increase economic development	Update the economic development incentive policy to attract retail and restaurants in locations identified in this comp plan. E.g. Attract a drive thru cinema; outdoor entertainment businesses like archery, skeet shooting, paintball etc.	Hire college interns to research best practices and identify a signature community event through citizen consensus and have them identify community groups and stakeholders to help implement the event.		
	Work with companies in the metroplex to help identify and fund ways to make the STEM program successful.	Create a partnership with school and businesses in Town to enhance the STEM program by utilizing the EBS visa's and ED funds as incentives.	Use the Town's Education Alliance Board (new Board to be created) to work with the Northwest IsD to name a school with the name "Northlake" preferably a HS, and work with them to create an Ag Academy. Work with a university or community college to develop a multi-use center that could function as a library, community center, and activity center.			
			Create incentives to recruit target	Conduct a target industries study to identify specific industries and businesses to recruit to town.	Hire a full-time economic development professional with experience in recruiting the identified businesses and industries to Town. The Town should adopt a policy to begin strategically acquiring land in the Town limits or its ETJ to achieve its ED goals. The Town should also work with Frontier Communications to ensure maximum coverage and access to Fiber networks for local businesses and residences in denser areas.	
			industries and related businesses.	Start an entrepreneur incubator.		
						Currently Frontier Communications provides broadband services at max speed 100MBPS through Fiber Networks to about 88% of residences and 40% of businesses in Denton County.

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Family Oriented. <i>Northlake balances its growth with a commitment to vibrant public parks, trails, and other dynamic public amenities.</i> Young families with school age kids make up 50% of Town's HH and single professionals/married with no kids make up 20% of Town's HH. Families enjoy affordable entertainment in Town's public square, parks, splash pads/water features in public plazas and parks, trails etc.		Continue implementing the adopted CIP plan and work with grantworks to get park & open space CIP projects not funded in the bond programs funded thru grants.	Develop, adopt and begin implementing a CIP Plan that includes a municipal complex with town square/plaza and large public park space for events and fairs. Go to beat System for Public Safety.	Amend plans and development regulations to ensure that all developments in Town are designed with thought to public space and public amenities. The recommended sequence is as follows: 1) Zoning Ordinance, 2) Subdivision Ordinance, 3) Parks & Open Space master Plan, Park dedication & Impact fee ordinances - build amenities like Harvest has for public events, 4) Thoroughfare Plan (add CSSD to include bike lanes, trails and landscaping to ROW sections), 5) Public Facilities Plan (Plan for municipal complex/town center. Create a plan to establish an identity, identify and/or create landmarks and gateways) .		Northlake has a lack of affordable public amenities such as parks, trails, libraries, rec centers etc. and family entertainment, especially for families with children.
			Hire an event coordinator on the Town staff to create community events such as - movie nights in the field, music festivals, town picnics etc.	Add to the community events using college interns and community groups. Identify a place and time for "Food Truck Weekends".	Hire college interns to research best practices and identify a signature community event through citizen consensus and have them identify community groups and stakeholders to help implement the event.	
	Work with companies in the metroplex to help identify and fund ways to make the STEM program successful.	Create a partnership with school and businesses in Town to enhance the STEM program by utilizing the EB5 visa's and ED funds as incentives.	Work with business sponsors to create a charter school and an Academy at the HS level. Similar to Academy Charter School.		Create a town board to work through development agreements to get land for schools to achieve Town goals and to locate NISD schools in Town. Create a Town board that could be named, the Education Alliance Committee to serve as the task force and represent the Town's on matters of education.	
		Begin creating small area plans with neighborhood groups.	Hire a planner to establish a formal neighborhood planning program.	Identify neighborhoods and help them establish neighborhood associations and gain 501 c3 status, begin working on a neighborhood events/programs through neighborhood associations.	Hire an intern to research best practices for neighborhood organization/ empowerment program and write a white paper for it; Town staff to identify people from the community to champion this program.	

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Community Engagement. <i>Northlake has actively engaged residents who work together for the common good.</i> Northlake's Boards have a diversity of ages and race. Northlake has a wait list of people wanting to serve on Boards. Northlake has an organized volunteer group that draws on its membership to help Town staff. Northlake's citizens understand the Town processes, participate in these processes and assist the Town staff with identifying solutions for any issues that arise.	Hire staff for communications and to manage the citizen academy and neighborhood planning.	Start citizen academy certificate class using UNT and UTA graduate students as intern staff.	Citizen academy - best practices research and partnership with UNT, ULI and APA to create classes and certification.	Create a Youth Council for the Town with high school juniors and seniors as most ISDs require volunteer service hours to graduate.	Hold open houses and training/information sessions to inform citizens of the roles and duties of each board - incentivize volunteering e.g. giving discount on utility bills, provide food. Work with new Champions Rotary Club in the area. Find a low cost solution to stream and record Council meetings.	Citizens are disconnected with each other and distrustful of newcomers as well as Town government and management. Citizens do not understand how the Town works and how projects are financed. Some residents feel they do not have control over their own neighborhoods and Town development and feel anxious about growth and development and are fearful about losing their rural environment.
				Construct a municipal complex which will provide space for all community events and give everyone in Town a place to collect, belong, show off, and feel proud of their Town.	Create a Public Facilities Plan (which would include a plan for municipal complex/town center. Create a plan to establish an identity, identify and/or create landmarks and gateways) .	
		Begin creating small area plans with neighborhood groups.	Designate a staff member to establish a formal neighborhood planning program and serve as a liaison.	Identify neighborhoods and help them establish neighborhood associations and gain 501 c3 status, begin working on a neighborhood events/get together programs by neighborhood associations and working with HOAs.	Hire an intern to research best practices for neighborhood organization/ empowerment program and write a white paper for it; Town staff to identify people from the community to champion this program.	
			Hire a event coordinator on the Town staff to increase community events such as - movie nights in the field, music festivals, town picnics etc. and assist the Town Secretary to manage volunteers and Board activities.	Hire college interns for specific projects/tasks such as:1) to research best practices and identify a signature community event through citizen consensus and have them identify community groups and stakeholders to help implement the event (e.g. BBQ Fest, contact local BBQ celebrity Trace Arnold for help and advice); 2)Establish coffee with Council and Coffee with Town Administrator as informal opportunities to discuss issues, should casual as possible; 3) Work on Town website to disseminate information to citizens; 4) Continue to develop the phone bank and let residents know how to sign up for text blasts; 5) Reach out to UNT Public Administration Program for student volunteers to assist with specific projects, such as canvassing National Night Out even to let attendees know how to sign up for Text Blasts, or similar projects.		

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Responsible Growth. Northlake values high quality development for residents and businesses which results in high, sustained property values and increased tax revenues.		Enhance the development roundtables by inviting members of neighborhood associations and citizen academy members to learn and observe.	Conduct development roundtables every quarter - this should include all entities that are involved in development: NCTCOG, TXDOT, developers, site selectors, regional chambers of commerce. A summary of ideas, concerns and recommendations should be published on Town website for citizens.		Undertake a unified public engagement and consensus building program (that will focus on the big picture, use social media, and take a multi-pronged approach) to amend all policies and plans - zoning, subdivision, thoroughfare, drainage, water/wastewater etc.	There is a lack of consensus (among citizens, among citizens and staff, among Town leadership) regarding future growth and development of the Town and the manner in which to move forward to achieve the development goals. Current infrastructure plans, economic development strategy and incentives and Town policies and regulations are not aligned with the 2040 vision.
		Continue implementing the	Every 5 years: Develop, adopt and	Align existing and new plans and development regulations to ensure that a specific part of town that preserves open space, farming, large tracts of agricultural land is established. The recommended sequence is as follows: 1) Thoroughfare Plan (add context sensitive street design component to it in addition to amending the ROW sizes and sections), including impact fees, 2) Water & Wastewater Plan, including impact fees, 3) Parks & Open Space master Plan, Park dedication & Impact fee ordinances, 4) Zoning Ordinance, 5) Subdivision Regulations, 6) Design Standards - both engineering and architectural.		
		adopted CIP plan and work with	begin implementing a CIP Plan tying			
		grantworks to get CIP projects not funded in the bond programs funded thru grants.	the comp plan and all master plans to funding up to 2040.			
	ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies.		Hire additional staff or consultants to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.	Create strategy to protect land in ETJ such that it aligns with the 2040 vision. Encourage clustering of homes when on larger tracts such as > 5 acres.		
			Create incentives to recruit target industries and related businesses.	Conduct a target industries study to identify specific industries and businesses to recruit to town.	Hire a non-traditional (someone who thinks strategically and believes in planning rather than a salesperson) economic development professional.	

2040 (23 years)	2035 - 2039 (5 years)	2030 - 2034 (5 years)	2025 - 2029 (5 years)	2021 - 2024 (4 years)	2016 - 2020 (4 years)	Currently
Self Reliant/Self Determinant. <i>Northlake is self-directed in its planning and carves its own path forward.</i>		Continue implementing the	Develop, adopt and begin	Identify appropriate funding districts and start establishing those in Town.	Align Town budgets to 2040 comp plan priorities going forward.	There is a lack of consensus (among citizens, among citizens and staff, among Town leadership) regarding future growth and development of the Town and the manner in which to move forward to achieve the development goals, which makes it difficult to focus (limited) time and monies in targeted manner, which in turn makes it difficult to create big impact on any issue.
		adopted CIP plan and work with grantworks to get CIP projects not funded in the bond programs	implementing a CIP Plan tying the comp plan and all master plans to funding up to 2040.	Work with Grantworks/Consultants to identify grants for identified priorities to compliment Town Budget and create CIP for other priorities.	Create a large board of priorities and projects needed to be accomplished in each time period and use it at annual Town Council & staff retreat to review achievements and decide work plans. Process should be iterative and continuously reviewing, revising, updating as resources allow. During economic downturns that slow the development process, two activities should take place: 1) continue to use staff during these to study, plan, revise codes, revise strategies; and 2) buy land when its cheapest and aligns with Town goals (land banking) in anticipation of when the economic cycles turn back up.	
	ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies.		Hire additional staff or consultants to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.	Create strategy to protect land in ETJ such that it aligns with the 2040 vision. Incentives given for residential development should seek to preserve rural feel and/or pursue a unique idea that builds on Northlake's assets. Examples from other Cities, not that these examples are desired or not, but Granbury has a fly-in-out neighborhood, Aiken, SC is an equestrian based development/community.		
			Create incentives to recruit target industries and related businesses.	Conduct a target industries study to identify specific industries and businesses to recruit to town.	Hire an economic development professional.	

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Director of Finance
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: October 06, 2016
Re: Quarterly Investment Report – Fourth Quarter 2016

During the fourth quarter of fiscal year 2016, the Town earned \$8,771.56 in interest revenue from investments. When comparing the fourth quarter interest earnings with the third quarter of 2016 interest earnings, the Town incurred a 13.67% or \$1,054.27 increase in interest income.

In September 2016 the Town withdrew \$500,000.00 from the Wells Fargo Investment account to pay for the Sam Lee roadway incentive. There were no other additions or withdrawals from the investment accounts during the fourth quarter.

Approximately 68% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to “pool” their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool’s interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

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

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



Quarterly Investment Report

July - September 2016

Investment	Account Number	Account Name	Account Code	Beginning Balance	Interest Earned			Ending Balance
					Jul-16	Aug-16	Sep-16	
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,296,575.20	247.80	247.85	275.52	1,297,346.37
LOGIC	752414814001	General Fund	100-11275-00-00	39,265.00	19.14	20.75	23.41	39,328.29
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,634.81	1.27	1.27	1.41	6,638.76
LOGIC	752414814001	Donations Fund	105-11275-00-00	906.11	0.44	0.48	0.54	907.57
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	277,700.44	53.07	53.08	59.01	277,865.61
LOGIC	752414814001	Hotel/Motel Fund	110-11275-00-00	63,427.93	30.92	33.51	37.82	63,530.18
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	53,856.50	10.30	10.29	11.44	53,888.53
LOGIC	752414814001	Court Revenue Fund	120-11275-00-00	9,938.61	4.84	5.25	5.93	9,954.64
Wells Fargo	65302966649	4A EDC	130-11225-00-00	285,916.16	54.64	54.65	7.65	36,033.11
LOGIC	752414814001	4A EDC	130-11275-00-00	28,190.20	13.75	14.89	16.81	28,235.65
Wells Fargo	65302966649	4B CDC	131-11225-00-00	264,412.50	50.53	50.54	3.08	14,516.66
LOGIC	752414814001	4B CDC	131-11275-00-00	28,190.20	13.74	14.89	16.81	28,235.65
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,222.62	7.69	7.69	8.55	40,246.55
LOGIC	752414814001	Belmont	140-11275-00-00	4,027.21	1.96	2.13	2.40	4,033.70
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,555.40	1.44	1.44	1.61	7,559.90
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,096.92	9.96	9.96	11.07	52,127.91
LOGIC	752414814001	Child Safety Fund	152-11275-00-00	4,631.22	2.25	2.45	2.76	4,638.68
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,179.48	5.58	5.58	6.20	29,196.83
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	1,914.02	0.37	0.37	0.41	1,915.16
LOGIC	752414814001	Water/Waste Water Deposit Fund	200-11280-00-00	29,567.40	14.41	15.62	17.63	29,615.06
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	128,814.62	24.62	24.62	27.37	128,891.23
LOGIC	752414814001	Cost Recovery Fund	201-11285-00-00	14,195.80	6.92	7.50	8.46	14,218.68
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	893,877.60	435.77	472.33	533.04	895,318.74
LOGIC	752414814013	Waterline Project-CO Srs 2014B	203-11276-00-00	391,699.33	190.95	206.94	233.57	392,330.79
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	25,149.94	4.81	4.81	5.34	25,164.89
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	3,028,136.28	1,476.12	1,600.02	1,805.75	3,033,018.17
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	161,008.29	30.77	30.78	34.21	161,104.05
				\$ 7,167,089.79	\$ 2,714.07	\$ 2,899.70	\$ 3,157.80	\$ 6,675,861.36

Total Quarter Interest Earned \$ 8,771.56

AVERAGE YIELDS

LOGIC

0.6402%

Wells Fargo

0.2300%

WEIGHTED AVERAGE MATURITY

41 days

TREASURY YIELDS

30 Day T-Bill

0.2389%

90 Day T-Bill

0.2983%

1 Year T-Bill

0.5594%

Drew Corn, Town Administrator

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Finance Director
cc: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: October 06, 2016
Re: Quarterly Budget Review – Fourth Quarter of FY 2016

General Fund revenues ended the fourth quarter 7% higher than budget expectations. The increase is mainly attributable to sales tax, building permits and development activity. The new QT is increasing sales tax collections and during the fourth quarter residential building permits continued to be strong. During the fourth quarter commercial plan and review fees were collected for Popeye's and Hempel. General fund expenditures met budget expectations.

Hotel Occupancy Tax revenues remained strong through the fourth quarter with hotel taxes exceeding budget expectations by 21.9%. Expenditures remain below expectations as the Hotel Conference Center study will not begin until the upcoming 2017 budget year.

The NEDC and NCDC revenues exceeded budget expectations by 8.4% and is mainly due to an increase in sales tax collections. Overall expenditures met budget expectations and during the fourth quarter the incentive for the Sam Lee road project was paid.

Overall, Utility Fund revenues are 10.2% higher than budget expectations and is mainly attributable to the collection of water fees for new residential meter sets and an increase in sewer sales from new residential construction. Expenditures for the year are 10% below budget expectations and is attributable to lower than expected water purchases and sewer treatment services.

The Equipment fund is 10.3% above revenue expectations and this is due to the transfer of funds from the donation fund to pay for radio equipment.

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



Town of Northlake
GENERAL FUND
 Quarter Ended September 31 2016

Fund:	100										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,478,315	1,478,315		1,478,315			940,481		940,481		
REVENUES:											
Court Fines	625,000	625,000	147,507	583,194	(41,806)	93.3%	671,848	154,036	671,848	-	100.0%
Sales/Beverage Tax	360,000	550,000	152,181	563,151	13,151	102.4%	457,100	246,433	457,100	-	100.0%
Ad Valorem Taxes	607,422	655,000	3,447	691,417	36,417	105.6%	531,191	11,160	531,191	-	100.0%
Permits and Registrations	15,550	20,150	11,347	30,831	10,681	153.0%	23,529	6,963	23,529	-	100.0%
Franchise Fees	225,000	261,000	57,496	190,500	(70,500)	73.0%	244,696	138,746	244,696	-	100.0%
Building Permits	386,500	513,500	207,845	686,682	173,182	133.7%	468,096	176,939	468,096	-	100.0%
Development	327,500	278,500	159,346	343,565	65,065	123.4%	489,223	152,018	489,223	-	100.0%
Transfers	175,000	175,000	43,750	175,000	-	100.0%	175,000	43,750	175,000	-	100.0%
Other Revenue:	74,260	83,860	50,301	121,418	37,558	144.8%	97,167	30,091	97,167	-	100.0%
TOTAL REVENUE:	2,796,232	3,162,010	833,220	3,385,757	223,747	107.1%	3,157,850	960,137	3,157,850	-	100.0%
EXPENDITURES:											
Payroll & Benefits	1,721,183	1,761,778	393,084	1,632,700	(129,079)	92.7%	1,449,115	375,198	1,449,115	-	100.0%
Supplies	128,480	131,480	34,020	99,955	(31,525)	76.0%	129,233	42,405	129,233	-	100.0%
Maintenance	176,050	161,550	64,804	173,651	12,101	107.5%	147,914	44,881	147,914	-	100.0%
Utilities	10,200	10,200	2,924	12,810	2,610	125.6%	39,001	14,879	39,001	-	100.0%
Services	525,769	618,824	177,908	702,331	83,508	113.5%	560,765	158,945	560,765	-	100.0%
Capital Outlay	-	-	5,946	4,865	4,865	0.0%	54,488	54,488	54,488	-	100.0%
Transfers	223,511	701,261	530,878	757,927	56,666	108.1%	239,500	16,125	239,500	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	2,785,193	3,385,093	1,209,563	3,384,239	(854)	100.0%	2,620,015	706,921	2,620,015	-	100.0%
REV OVER/(UNDER) EXP	11,039	(223,083)	(376,344)	1,518			537,835	253,215	537,835		
ENDING FUND BALANCE	1,489,354	1,255,232		1,479,834			1,478,315		1,478,315		



Town of Northlake
HOTEL OCCUPANCY TAX
 Quarter Ended September 31 2016

Fund: 110	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,029,865	1,029,865		1,029,865			814,978		814,978		
REVENUES:											
Taxes / Fees & Fines	200,000	200,000	68,486	243,702	43,702	121.9%	238,013	84,897	238,013	-	100.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	141,843	20,616	20,884	21,535	919	104.5%	21,696	21,107	21,696	-	100.0%
TOTAL REVENUE:	341,843	220,616	89,370	265,237	44,621	120.2%	259,709	106,004	259,709	-	100.0%
EXPENDITURES:											
Payroll & Benefits	28,976	32,626	5,858	27,913	(4,713)	85.6%	25,485	6,360	25,485	-	100.0%
Supplies	2,000	2,000	-	-	(2,000)	0.0%	51	-	51	-	100.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	158	158	0.0%	447	128	447	-	100.0%
Services	55,600	57,290	1,813	22,583	(34,707)	39.4%	18,838	3,037	18,838	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	1,690	-	-	-	-	0.0%	-	(588,040)	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	88,266	91,916	7,671	50,654	(41,262)	55.1%	44,821	(578,515)	44,821	-	100.0%
REV OVER/(UNDER) EXP	253,577	128,700	81,699	214,583			214,887	684,519	214,887		
ENDING FUND BALANCE	<u>1,283,442</u>	<u>1,158,565</u>		<u>1,244,448</u>			<u>1,029,865</u>		<u>1,029,865</u>		



Town of Northlake
SPECIAL REVENUE FUNDS
 Quarter Ended September 31 2016

Fund: <<120,121,150,151,152,1	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	180,989	180,989		180,989			157,985		157,985		
REVENUES:											
Interest	305	305	91	323	18	105.9%	261	71	261	-	100.0%
Court Technology	16,000	16,000	4,276	15,785	(215)	98.7%	20,797	4,001	20,797	-	100.0%
Court Security	12,000	12,000	3,210	11,845	(155)	98.7%	13,954	3,001	13,954	-	100.0%
Seatbelt Fees	15,000	15,000	1,634	6,502	(8,498)	43.3%	8,610	1,064	8,610	-	100.0%
Online Access Fees	15,000	15,000	-	14,594	(406)	97.3%	-	-	-	-	0.0%
Seized Monies & Goods	-	-	-	-	-	0.0%	-	-	-	-	0.0%
State Training	-	-	-	416	416	0.0%	-	-	-	-	0.0%
Child Safety	1,000	1,000	-	1,773	773	177.3%	1,608	-	1,608	-	100.0%
Transfers	-	-	-	59,416	59,416	0.0%	-	-	-	-	0.0%
Other Revenue:	-	-	1,110	9,596	9,596	0.0%	1,675	1,675	1,675	-	100.0%
TOTAL REVENUE:	59,305	59,305	10,321	120,251	60,946	202.8%	46,905	9,812	46,905	-	100.0%
EXPENDITURES:											
Payroll & Benefits	-	-	99	99	99	0.0%	-	-	-	-	0.0%
Supplies	3,500	3,500	4,174	7,009	3,509	200.3%	1,774	-	1,774	-	100.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	3,000	3,000	513	2,051	(949)	68.4%	2,051	513	2,051	-	100.0%
Services	34,700	43,440	2,309	39,090	(4,350)	90.0%	20,202	1,589	20,202	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	41,200	49,940	7,096	48,250	(1,690)	96.6%	24,027	2,102	24,027	-	100.0%
REV OVER/(UNDER) EXP	18,105	9,365	3,226	72,001			22,878	7,711	22,878		
ENDING FUND BALANCE	199,094	190,354		252,990			180,863		180,863		



Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION
 Quarter Ended September 31 2016

Fund: 130	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	592,373	592,373		592,373			455,140		455,140		
REVENUES:											
Taxes / Fees & Fines	180,000	275,000	76,090	299,613	24,613	109.0%	212,948	107,614	212,948	-	100.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,250	16,150	312	15,908	(242)	98.5%	998	326	998	-	100.0%
TOTAL REVENUE:	181,250	291,150	76,403	315,521	24,371	108.4%	213,946	107,940	213,946	-	100.0%
EXPENDITURES:											
Payroll & Benefits	28,411	28,411	8,115	29,542	1,131	104.0%	23,122	5,888	23,122	-	100.0%
Supplies	3,200	3,200	266	2,934	(266)	91.7%	1,313	359	1,313	-	100.0%
Maintenance	250	250	-	2,100	1,850	840.0%	-	-	-	-	0.0%
Utilities	150	150	-	70	(80)	46.4%	447	128	447	-	100.0%
Services	32,600	41,790	8,301	42,005	215	100.5%	26,830	5,360	26,830	-	100.0%
Development Incentives	330,000	250,000	250,000	250,000	-	100.0%	14	-	14	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,690	25,000	6,250	25,000	-	100.0%	25,000	6,250	25,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	421,301	348,801	272,932	351,651	2,850	100.8%	76,727	17,985	76,727	-	100.0%
REV OVER/(UNDER) EXP	(240,051)	(57,651)	(196,529)	(36,131)			137,219	89,955	137,219		
ENDING FUND BALANCE	352,322	534,722		556,243			592,359		592,359		



Town of Northlake

COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended September 31 2016

Fund:	131										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	571,429	571,429		571,429			433,937		433,937		
REVENUES:											
Taxes / Fees & Fines	180,000	275,000	76,090	297,178	22,178	108.1%	212,947	107,614	212,947	-	100.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,250	16,150	300	15,859	(291)	98.2%	952	314	952	-	100.0%
TOTAL REVENUE:	181,250	291,150	76,390	313,037	21,887	107.5%	213,899	107,927	213,899	-	100.0%
EXPENDITURES:											
Payroll & Benefits	28,411	30,511	8,065	29,392	(1,119)	96.3%	22,973	5,838	22,973	-	100.0%
Supplies	3,200	5,400	266	2,934	(2,466)	54.3%	1,190	336	1,190	-	100.0%
Maintenance	250	2,250	-	2,100	(150)	93.3%	-	-	-	-	0.0%
Utilities	150	150	-	56	(94)	37.0%	447	128	447	-	100.0%
Services	32,600	41,791	8,351	41,424	(367)	99.1%	26,797	5,331	26,797	-	100.0%
Development Incentives	330,000	250,000	250,000	250,000	-	100.0%	14	-	14	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,690	25,000	6,250	25,000	-	100.0%	25,000	6,250	25,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	421,301	355,102	272,932	350,906	(4,196)	98.8%	76,421	17,882	76,421	-	100.0%
REV OVER/(UNDER) EXP	(240,051)	(63,952)	(196,542)	(37,868)			137,478	90,045	137,478		
ENDING FUND BALANCE	331,378	507,477		533,561			571,415		571,415		



Town of Northlake

DEBT SERVICE

Quarter Ended September 31 2016

Fund:	160										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	34,765	34,765		34,765			(28)		(28)		
REVENUES:											
Taxes / Fees & Fines	215,500	215,500	1,201	260,743	45,243	121.0%	225,188	3,159	225,188	-	100.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	200,000	200,000	200,000	-	100.0%	25,000	-	25,000	-	100.0%
Bond Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	20	20	17	66	46	328.9%	117	17	117	-	100.0%
TOTAL REVENUE:	215,520	415,520	201,219	460,808	45,288	110.9%	250,305	3,176	250,305	-	100.0%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	300	300	-	300	-	100.0%	300	-	300	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	214,228	214,228	690	214,227	(1)	100.0%	215,212	1,224	215,212	-	100.0%
TOTAL EXPENSES:	214,528	214,528	690	214,527	(1)	100.0%	215,512	1,224	215,512	-	100.0%
REV OVER/(UNDER) EXP	992	200,992	200,529	246,281			34,793	1,953	34,793		
ENDING FUND BALANCE	35,757	235,757		281,046			34,765		34,765		



Town of Northlake
WATER & SEWER FUND
 Quarter Ended September 31 2016

Fund: <<200>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	2,237,781	2,237,781		2,237,781			888,093		888,093		
REVENUES:											
Water Sales	915,000	1,210,000	496,270	1,258,349	48,349	104.0%	852,395	360,094	852,395	-	100.0%
Water Fees	101,050	150,250	46,950	166,850	16,600	111.0%	109,800	30,800	109,800	-	100.0%
Sewer Sales	525,000	600,000	217,916	675,521	75,521	112.6%	428,612	140,117	428,612	-	100.0%
Sewer Fees	1,500	3,200	1,000	6,350	3,150	198.4%	550	150	550	-	100.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	50,000	-	-	-	-	0.0%	-	-	-	-	0.0%
Developer Contributions	-	-	-	-	-	0.0%	1,337,206	-	1,337,206	-	100.0%
Other Revenue:	10,650	21,150	23,075	79,269	58,119	374.8%	39,852	14,559	25,293	(14,559)	63.5%
TOTAL REVENUE:	1,603,200	1,984,600	785,211	2,186,339	201,739	110.2%	2,768,414	545,719	2,753,856	(14,559)	99.5%
EXPENSES:											
Payroll & Benefits	257,768	286,768	61,963	230,365	(56,403)	80.3%	186,038	53,942	186,038	-	100.0%
Supplies	30,675	26,925	5,202	25,079	(1,846)	93.1%	25,881	9,758	25,881	-	100.0%
Maintenance	52,350	50,200	37,171	101,842	51,642	202.9%	55,404	17,434	55,404	-	100.0%
Wholesale Water	500,000	750,000	336,042	704,016	(45,984)	93.9%	519,390	272,411	519,390	-	100.0%
Sewer Treatment	400,000	350,000	112,117	186,934	(163,066)	53.4%	286,599	82,782	286,599	-	100.0%
Utilities	45,220	44,820	11,631	32,985	(11,835)	73.6%	40,466	14,000	40,466	-	100.0%
Services	61,375	58,400	23,228	113,047	54,647	193.6%	160,840	108,865	160,840	-	100.0%
Capital Outlay	84,300	150,300	33,582	148,610	(1,690)	98.9%	-	(54,352)	-	-	0.0%
Transfers	171,629	177,629	42,907	171,629	(6,000)	96.6%	143,000	35,750	143,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,603,317	1,895,042	663,844	1,714,508	(180,534)	90.5%	1,417,618	540,591	1,417,618	-	100.0%
REV OVER/(UNDER) EXP	(117)	89,558	121,367	471,832			1,350,796	5,128	1,336,237		
ENDING FUND BALANCE	2,237,664	2,327,339		2,709,612			2,238,889		2,224,330		
Less: Net Capital Assets	(2,369,136)	(2,369,136)		(2,369,136)			(2,369,136)		(2,369,136)		
Less: Customer Deposits	(222,372)	(222,372)		(222,372)			(88,075)		(88,075)		
Less: Upper Trinity Deposit	-	-		-			-		-		
Changes to Fund Balance	-	-		-			(11,430)		(11,430)		
UNRESTRICTED FUND BALANCE	(353,844)	(264,169)		118,105			(229,753)		(244,311)		



Town of Northlake
EQUIPMENT FUND
 Quarter Ended September 31, 2016

Fund: 505	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	335,090	335,090		335,090			185,999		185,999		
REVENUES:											
Equipment Service Revenue-PD	69,750	69,750	17,438	69,750	-	100.0%	46,836	11,625	46,836	-	100.0%
Equipment Service Revenue-PW	25,000	25,000	6,250	25,000	-	100.0%	18,000	4,500	18,000	-	100.0%
Equipment Service Revenue-Utilities	25,000	25,000	6,250	25,000	-	100.0%	18,000	4,500	18,000	-	100.0%
Transfer from Donation Fund	-	-	-	12,500	12,500	0.0%	-	-	-	-	0.0%
Transfers from GF	-	-	-	-	-	0.0%	125,000	-	125,000	-	100.0%
Transfer from UF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue	-	500	96	363	(137)	72.6%	617	94	617	-	100.0%
TOTAL REVENUE:	119,750	120,250	30,033	132,613	12,363	110.3%	208,453	20,719	208,453	-	100.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	3,000	3,000	-	-	(3,000)	0.0%	3,496	-	3,496	-	100.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	56,757	56,757	-	(56,757)	0.0%
Capital Outlay	170,185	170,185	6,189	194,024	23,839	114.0%	-	(189,649)	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	(890)	(902)	(890)	-	100.0%
TOTAL EXPENSES:	173,185	173,185	6,189	194,024	20,839	112.0%	59,362	(133,795)	2,606	(56,757)	4.4%
REV OVER/(UNDER) EXP	(53,435)	(52,935)	23,845	(61,411)			149,091	154,513	205,847		
ENDING FUND BALANCE	281,655	282,155		273,678			335,090		391,846		
Less: Net Capital Assets	(219,561)	(219,561)		(219,561)			(219,561)		(219,561)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	62,094	62,594		54,117			115,529		172,285		



Town of Northlake
BUILDING SERVICES FUND
 Quarter Ended September 31, 2016

Fund: 506	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	25,000	25,000		25,000			-		-		
REVENUES:											
Mayor & Council	-	750	-	-	(750)	0.0%	-	-	-	-	0.0%
Administration-GF	14,546	241,546	228,637	264,546	23,000	109.5%	-	-	-	-	0.0%
Town Secretary	6,325	6,325	1,581	6,325	-	100.0%	-	-	-	-	0.0%
Municipal Courts	18,973	18,973	4,743	18,973	-	100.0%	-	-	-	-	0.0%
Development	7,905	7,905	1,976	7,905	-	100.0%	-	-	-	-	0.0%
Police	56,919	56,919	14,230	56,919	-	100.0%	-	-	-	-	0.0%
Public Works	15,811	15,811	3,953	15,811	-	100.0%	-	-	-	-	0.0%
Administration-HOT	1,581	1,581	395	1,581	-	100.0%	-	-	-	-	0.0%
Adminstration-EDC	1,581	1,581	395	1,581	-	100.0%	-	-	-	-	0.0%
Administration-CDC	1,581	1,581	395	1,581	-	100.0%	-	-	-	-	0.0%
Administration-WS Fund	4,427	10,427	1,107	4,427	(6,000)	42.5%	-	-	-	-	0.0%
Utility Department	15,811	15,811	3,953	15,811	-	100.0%	-	-	-	-	0.0%
Maintenace Reserve	10,000	10,000	2,500	10,001	1	100.0%	-	-	-	-	0.0%
TOTAL REVENUE:	155,460	389,210	263,865	405,461	16,251	104.2%	-	-	-	-	0.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	24,760	24,760	5,434	24,037	(723)	97.1%	-	-	-	-	0.0%
Maintenance	8,000	8,000	2,642	6,408	(1,592)	80.1%	-	-	-	-	0.0%
Utilities	30,500	30,500	6,208	24,073	(6,427)	78.9%	-	-	-	-	0.0%
Services	82,200	82,583	13,094	84,255	1,672	102.0%	-	-	-	-	0.0%
Capital Outlay	25,000	41,500	-	27,612	(13,888)	66.5%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	170,460	187,343	27,378	166,385	(20,958)	88.8%	-	-	-	-	0.0%
REV OVER/(UNDER) EXP	(15,000)	201,867	236,487	239,076			-	-	-		
ENDING FUND BALANCE	10,000	226,867		264,076			-		-		
Less: Net Capital Assets	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	10,000	226,867		264,076			-		-		



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended September 31 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
COUNCIL											
EXPENDITURES:											
Payroll & Benefits	-	1,800	58	2,103	303	116.8%	1,955	12	1,955	-	100.0%
Supplies	1,100	1,100	87	701	(399)	63.7%	1,217	129	1,217	-	100.0%
Maintenance	-	-	205	205	205	0.0%	579	30	579	-	100.0%
Utilities	750	750	155	780	30	104.0%	666	204	666	-	100.0%
Services	14,050	14,050	2,371	9,798	(4,252)	69.7%	10,972	2,208	10,972	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	750	-	-	(750)	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	15,900	18,450	2,875	13,586	(4,864)	73.6%	15,388	2,583	15,388	-	100.0%
ADMINISTRATION											
EXPENDITURES:											
Payroll & Benefits	292,548	309,198	68,665	289,569	(19,629)	93.7%	268,163	70,484	268,163	-	100.0%
Supplies	14,825	14,825	1,214	10,101	(4,724)	68.1%	20,538	5,348	20,538	-	100.0%
Maintenance	650	650	-	306	(344)	47.0%	1,270	1,194	1,270	-	100.0%
Utilities	1,200	1,200	383	1,664	464	138.7%	5,333	1,577	5,333	-	100.0%
Services	77,325	222,325	66,129	242,381	20,056	109.0%	92,375	28,706	91,869	(505)	99.5%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	15,546	15,546	3,887	15,546	-	100.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	402,094	563,744	140,277	559,566	(4,178)	99.3%	387,679	107,310	387,173	(505)	99.9%
TOWN SECRETARY											
EXPENDITURES:											
Payroll & Benefits	89,328	90,028	20,286	86,708	(3,319)	96.3%	84,248	21,477	84,248	-	100.0%
Supplies	3,260	3,260	577	2,323	(937)	71.3%	5,611	1,639	5,611	-	100.0%
Maintenance	500	500	-	51	(449)	10.2%	320	41	320	-	100.0%
Utilities	-	-	-	410	410	0.0%	3,356	991	3,356	-	100.0%
Services	15,400	15,400	2,428	9,115	(6,285)	59.2%	22,393	5,537	22,393	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	6,759	6,759	1,690	6,759	-	100.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	115,247	115,947	24,981	105,366	(10,580)	90.9%	115,928	29,684	115,928	-	100.0%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended September 31 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
MUNICIPAL COURT											
EXPENDITURES:											
Payroll & Benefits	189,992	191,042	42,702	184,797	(6,246)	96.7%	180,739	45,660	180,739	-	100.0%
Supplies	5,740	5,990	788	3,286	(2,704)	54.9%	8,193	2,050	8,193	-	100.0%
Maintenance	-	-	-	3,266	3,266	0.0%	101	25	101	-	100.0%
Utilities	-	-	-	-	-	0.0%	4,829	1,368	4,829	-	100.0%
Services	71,610	24,310	3,616	(4,080)	(28,390)	-16.8%	44,984	12,474	44,984	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	20,277	20,277	5,069	20,277	-	100.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	287,619	241,619	52,175	207,545	(34,074)	85.9%	238,845	61,576	238,845	-	100.0%
DEVELOPMENT SERVICES											
EXPENDITURES:											
Payroll & Benefits	70,064	72,114	16,152	68,893	(3,221)	95.5%	53,403	17,062	53,403	-	100.0%
Supplies	1,700	4,450	401	3,999	(451)	89.9%	4,857	1,306	4,857	-	100.0%
Maintenance	-	-	1,297	1,297	1,297	0.0%	-	-	-	-	0.0%
Utilities	150	150	155	513	363	342.2%	3,520	1,042	3,520	-	100.0%
Services	245,610	246,410	56,461	285,306	38,896	115.8%	254,384	67,140	254,384	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	8,449	8,449	2,112	8,449	-	100.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	325,973	331,573	76,578	368,457	36,885	111.1%	316,164	86,550	316,164	-	100.0%
POLICE											
EXPENDITURES:											
Payroll & Benefits	887,055	890,455	200,235	823,486	(66,969)	92.5%	717,551	179,570	717,551	-	100.0%
Supplies	70,150	70,150	17,341	57,202	(12,948)	81.5%	64,126	24,264	64,126	-	100.0%
Maintenance	20,000	20,000	12,369	31,312	11,312	156.6%	38,184	16,731	38,184	-	100.0%
Utilities	4,500	4,500	1,077	6,094	1,594	135.4%	10,499	2,830	10,499	-	100.0%
Services	55,329	55,329	21,702	41,199	(14,130)	74.5%	65,156	13,893	65,156	-	100.0%
Capital Outlay	-	-	2,484	2,484	2,484	0.0%	-	-	-	-	0.0%
Transfers	130,582	130,582	32,646	130,582	-	100.0%	46,500	11,625	46,500	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,167,616	1,171,016	287,854	1,092,359	(78,657)	93.3%	942,015	248,914	942,015	-	100.0%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended September 31 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - GENERAL FUND											
EXPENDITURES:											
Payroll & Benefits	192,141	192,141	44,986	175,785	(16,356)	91.5%	143,055	40,933	143,055	-	100.0%
Supplies	31,705	31,705	13,611	22,330	(9,375)	70.4%	23,775	6,752	23,775	-	100.0%
Maintenance	154,900	140,400	50,933	137,214	(3,186)	97.7%	103,540	26,834	103,540	-	100.0%
Utilities	3,600	3,600	1,156	3,349	(251)	93.0%	10,799	6,868	10,799	-	100.0%
Services	10,500	5,000	11,091	41,903	36,903	838.1%	24,962	15,838	42,912	17,950	171.9%
Capital Outlay	-	-	-	-	-	0.0%	54,488	54,488	54,488	-	100.0%
Transfers	41,898	41,898	10,475	41,898	-	100.0%	18,000	4,500	18,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	434,744	414,744	132,251	422,479	7,735	101.9%	378,619	156,213	396,569	17,950	104.7%
GENERAL FUND - NON DEPARTMENTAL											
EXPENDITURES:											
Payroll & Benefits	-	15,000	-	1,360	(13,640)	9.1%	-	-	-	-	0.0%
Supplies	-	-	-	13	13	0.0%	916	916	916	-	100.0%
Maintenance	-	-	-	-	-	0.0%	3,920	25	3,920	-	100.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	36,000	36,000	14,110	76,710	40,710	213.1%	45,539	13,120	45,539	-	100.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	477,000	475,000	534,416	7,416	112.0%	175,000	-	175,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	36,000	528,000	489,110	612,498	34,498	116.0%	225,376	14,062	225,376	-	100.0%
ADMINISTRATION - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	58,178	88,178	20,395	67,959	(20,219)	77.1%	53,182	16,784	53,182	-	100.0%
Supplies	6,200	6,150	885	6,148	(2)	100.0%	11,330	4,116	11,330	-	100.0%
Maintenance	100	100	-	51	(49)	51.2%	101	25	101	-	100.0%
Utilities	-	-	-	-	-	0.0%	2,878	919	2,878	-	100.0%
Services	24,575	24,600	2,127	24,863	263	101.1%	108,951	89,960	108,951	-	100.0%
Capital Outlay	-	6,000	-	6,000	-	100.0%	-	-	-	-	0.0%
Transfers	129,731	129,731	32,433	129,731	-	100.0%	125,000	31,250	125,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	218,784	254,759	55,840	234,752	(20,007)	92.1%	301,441	143,053	301,441	-	100.0%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended September 31 2016

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	199,590	198,590	41,543	162,381	(36,209)	81.8%	132,857	37,158	132,857	-	100.0%
Supplies	24,475	20,775	4,316	18,931	(1,844)	91.1%	14,551	5,642	14,551	-	100.0%
Maintenance	52,250	50,100	37,171	101,790	51,690	203.2%	55,304	17,409	55,304	-	100.0%
Utilities	945,220	1,144,820	401,790	865,935	(278,885)	75.6%	843,577	368,275	843,577	-	100.0%
Services	24,800	21,800	14,037	65,998	44,198	302.7%	30,956	12,212	30,956	-	100.0%
Capital Outlay	84,300	144,300	33,582	142,610	(1,690)	98.8%	-	(54,352)	-	-	0.0%
Transfers	41,898	41,898	10,475	41,898	-	100.0%	18,000	4,500	18,000	-	100.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,372,533	1,622,283	542,916	1,399,544	(222,739)	86.3%	1,095,245	390,844	1,095,245	-	100.0%
PUBLIC WORKS - NON DEPARTMENTAL											
EXPENSES:											
Payroll & Benefits	-	-	25	25	25	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	12,000	12,000	7,063	22,186	10,186	184.9%	20,933	6,693	36	(20,897)	0.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	6,000	-	-	(6,000)	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	12,000	18,000	7,088	22,211	4,211	123.4%	20,933	6,693	36	(20,897)	0.2%



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5

- E. Consider for approval the meeting minutes dated September 8, 2016
- F. Consider for approval the meeting minutes dated September 22, 2016
- G. Consider for approval Resolution No. 16-31 purchase of two Police Vehicles
- H. Consider for approval Resolution No. 16-32 purchase of Public Works Sewer Jetter
- I. Consider for approval Resolution No. 16-33 purchase of a Public Works Vehicle
- J. Consider for approval Resolution No.16-34 authorizing the Town Administrator to amend contract with Halff Associates Inc. to provide additional, specific engineering services
- K. Consider for approval Resolution No. 16-35 authorizing the Town Administrator to amend contract with Pacheo Koch Associates, Inc. to provide additional, specific engineering services
- L. Consider for approval authorizing the Town Administrator to sign the License and Easement Agreement between the Town of Northlake, Texas and T-Mobile West Corporation to operate a temporary antenna facility with the Town



**Town of Northlake, Texas
Town Council Meeting Minutes
Thursday, September 8, 2016
1400 FM 407 - Northlake Texas**

1. Mayor Peter Dewing called the Regular Meeting to order at 5:31 pm. Quorum present

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

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

Consultants Present: Ashley Dierker, Legal Counsel; Ben McGahey, PE, Town Engineer; Boyd London, Financial Advisor

Mayor Dewing led the Pledge of Allegiance and observed a Moment of Silence

2. Public Input
None

3. Consent Items
Mayor Dewing pulled Item I at the request of Councilmember Ganz for further discussion

Councilmember Ganz moved to approve the consent items A-H. 2nd by Councilmember Young
Vote: Motion passed unanimous

- A. Town Council Minutes of 8-25-16
- B. Resolution No. 16-26 designating the Denton Record Chronicle as the official newspaper for official publication for notice
- C. Resolution No. 16-27 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. Resolution No. 16-28 authorizing the increase to the Administrative petty cash fund for administrative expenses
- E. FY 16-17 Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System between the Denton County and Town of Northlake
- F. FY 16-17 Interlocal Cooperation Agreement between the Belmont Fresh Water District No. 1 and Town of Northlake for law enforcement services
- G. FY 16-17 Interlocal Agreement with the City of Frisco for the purchase of goods and services
- H. FY 16-17 Animal Control Services Agreement between Brian Hall d/b/a Brian The Animal Guy and the Town of Northlake
- I. Councilmember Ganz moved to approve Neighborhood Enhancement Consulting Agreement Renewal for Code Enforcement. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

4. Regular Items

- J. 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. Mayor Dewing opened the Public Hearing at 5:39 pm to hear comments for or against the proposed levy of assessments

No comments received

Mayor Dewing closed the Public Hearing at 5:40 pm

- ii. Councilmember McBride moved to approve Ordinance No. 16-0908A. 2nd by Mayor Pro Tem Simpson
Vote: Motion passed unanimous

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

- i. Mayor Dewing opened the Public Hearing at 5:40 pm to hear comments for or against the proposed Update

No comments received

- ii. Mayor Pro Tem Simpson moved to approved Ordinance No. 16-0908B. 2nd by Councilmember McBride
Vote: Motion passed unanimous

- L. Councilmember McBride moved to approve Ordinance No. 16-0908C of the Town of Northlake, Texas adopting a Fiscal Year 2017 Annual Budget for Tax Increment Reinvestment Zone No. 1, Town of Northlake, Texas. 2nd by Councilmember Young

Vote: Motion passed unanimous

- M. Councilmember McBride moved to approve Ordinance No. 16-0908D 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. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

- N. Councilmember Ganz moved that the property tax rate be increased by the adoption of a tax rate of \$0.295000 which is effectively a 5.81 percent increase in the tax rate by Ordinance No. 16-0908E. 2nd by Councilmember Young

Vote: Motion passed unanimous

Councilmember Ganz stated for the record, the tax rate of \$0.295 has been the same for twenty years

- O. Councilmember Sessions moved to adopt Ordinance No. 16-0908F authorizing the issuance and sale of "Town of Northlake, Texas, General Obligations Refunding Bonds, Series 2016" and approving all other matters related thereto. 2nd by Councilmember McBride

Vote: Motion passed unanimous

- P. Councilmember Sessions moved to adopt Ordinance No. 16-0908G authorizing the issuance and sale of "Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2016" approving all other matters related thereto. 2nd by Councilmember McBride

Vote: Motion passed
For: Sessions, McBride, Ganz, Simpson
Abstained: Jean Young

During this item, Councilmember Young read a letter to the council expressing her opposition for taking out debt at this time for improvements on roads at the high costs (see attached)

- Q. 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. Case # PD-16-001

- i. Mayor Dewing opened the Public Hearing at 6:31 pm to hear comments for or against the proposed zoning change

David Vanderlaan, real estate broker and resident of Denton stated he was in favor of the proposed zoning change and had been working with the property owners

Ken Watson, resident of Harvest, stated he was in favor of the proposed zoning change and did not think the commercial part would have a negative impact to the development

Theresa Faught, resident and property owner of 34 years, stated she was in favor of the proposed zoning change and thought the development would be a good fit for the area and knew the developer wanted to keep the rural feel of the property

Laura Montini, resident of Northlake, stated she was opposed to the proposed zoning change, believed the additional traffic would have an impact to Faught Road, and did not feel the commercial part belonged in the area

Mayor Dewing closed the Public Hearing at 6:38 pm

Mayor Dewing stated for the record, the town had received seven written comments against and 1 written for proposed zoning change

- ii. Councilmember Sessions moved to deny approval of Ordinance No. 16-0908H. 2nd by Councilmember Ganz
Vote: Motion to deny was unanimous

- R. Councilmember McBride moved to approve the 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. Case # FP-16-013. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

- S. Councilmember Ganz moved to approve the 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). Case # FP-16-012. 2nd by Councilmember Young

Vote: Motion passed unanimous

- T. Councilmember Ganz moved to approve the 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). Case # SP-16-006. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

- U. Councilmember Sessions moved to approve the 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). Case # FP-16-011. 2nd by Councilmember Young

Vote: Motion passed unanimous

- V. Councilmember Sessions moved to approve the 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). Case # SP-16-005. 2nd by Councilmember Young

Vote: Motion passed unanimous

- W. Councilmember McBride moved to approve Resolution No. 16-29 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. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- X. 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. Mayor Dewing opened the Public Hearing at 7:12 pm to hear comments for or against the proposed street name changes

Joel McGregor, resident of Northlake stated his opposition to the street name changes and said would make things very confusing in that area

Larry Lipscomb, resident of Flower Mound and a business owner in the proposed street name change area stated his opposition of the changes

Mayor Dewing closed the Public Hearing at 7:16 pm

- ii. Councilmember McBride moved to approve Resolution No. 16-30, changing the name of the newly constructed section of the 13400 thru 13600 blocks of Cleveland-Gibbs Road between SH 114 and the new Dale Earnhardt Way and Cleveland-Gibbs Road intersection to Dale Earnhardt Way. 2nd by Councilmember Young

Vote: Motion passed
For: McBride, Young, Ganz, Simpson
Against: Sessions

- Y. Councilmember Young moved to appoint the following candidates to the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election Ballot as follows: Place 6 Mary Gauer (Incumbent); Place 7 C.J. Wax (Incumbent); Place 8 Larry Melton (Incumbent); Place 9 Andres Garza (Incumbent). 2nd by Councilmember Sessions

Vote: Motion passed unanimous

5. Convene into Executive Session

By general consent, the council convened into closed session at 7:29 pm pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D to discuss under 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

- (a) pending or contemplated litigation; or
(b) a settlement offer; or
i. 'Town of Northlake vs City of Justin (Cause No. 15-08170-367)

Section 551.087 deliberations regarding commercial or financial information on economic development negotiations

a. Water Tower Site

The council reconvened into Regular Session at 7:38 pm by general consent- No action taken

6. By general consent, the meeting was adjourned at 7:38 pm

Passed and approved on this the 13th day of October 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



**Town of Northlake
Council Meeting Minutes
Thursday, September 22, 2016
1400 FM 407 - Chamber Room
Northlake, Texas**

1. Mayor Dewing called the Regular Meeting to order at 5:30 pm and stated a quorum was present

Councilmembers Present: Peter Dewing, Jean Young, Mike McBride, Roger Sessions, Danny Simpson

Councilmember Absent: Michael Ganz

Staff Present: Drew Corn, Town Administrator; Shirley Rogers, Town Secretary

Mayor Dewing led the council in the Pledge of Allegiance and a Moment of Silence

2. Regular Items

A. Councilmember McBride moved to ratify the adoption of the 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. 2nd by Councilmember Young

Vote: Motion passed unanimous

3. Mayor Dewing adjourned the meeting at 5:32 pm

Passed and approved on this the 13th day of October, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-31**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR THE PURCHASE OF TWO VEHICLES**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire two vehicles; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$110,000 in the 2016-2017 budget year from the Equipment Fund for the purchase of two police vehicles with equipment; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreements to purchase two police vehicles with equipment in an amount deemed reasonable and appropriate, but not to exceed \$110,000.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the purchase of two vehicles, when suitable equipment is identified for sale, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$110,000.

PASSED AND APPROVED THIS THE 13TH DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE
RESOLUTION NO. 16-32**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN
AGREEMENT AND PURCHASE ORDER FOR THE PURCHASE OF A SEWER JETTER**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire a sewer jetter to be utilized in connection therewith and perform public works operations; and

WHEREAS, the Town Council approved an amended budget for the acquisition of such equipment in the 2016-2017 budget year in an amount up to \$302,000.00; and

WHEREAS, the equipment will be purchased under this Resolution has been, or will be, identified and obtained as part of a cooperative purchasing arrangement in which the Town is a member and which has therefore satisfied all the requirements for competitive bidding under applicable law; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into an agreement to acquire a sewer jetter in an amount deemed reasonable and appropriate, but not to exceed \$302,000.00 in the total amount.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement and purchase order for the purchase of a sewer jetter, when suitable equipment is identified for sale, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$302,000.00.

PASSED AND APPROVED THIS THE 13TH DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-33**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR THE PURCHASE OF ONE VEHICLE**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire a public works vehicle; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$32,000 in the 2016-2017 budget year from the Equipment Fund for the purchase of one public works vehicle with equipment; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreements to purchase one public works vehicle with equipment in an amount deemed reasonable and appropriate, but not to exceed \$32,000.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the purchase of one vehicle, when suitable equipment is identified for sale, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$32,000.

PASSED AND APPROVED THIS THE 13TH DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-34**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND CONTRACT WITH HALFF
ASSOCIATES, INC. TO PROVIDE ADDITIONAL, SPECIFIC ENGINEERING SERVICES TO THE
TOWN NOT TO EXCEED \$400,000.**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to seek the provision of professional engineering services to the Town by contractors who possess the necessary skill and acumen to provide such services to the Town; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into a specific contract with a professional engineering firm in order to provide for the provision of professional services outside the scope of services of the retained consultant engineer.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into professional services contract for the provision of engineering services for the design of Cleveland-Gibbs Road between FM 407 and FM 1171 and related drainage with consultation from Town staff and other Town consultants.

SECTION 3. That the Town Administrator is hereby authorized, on behalf of the Town to execute a contract, not to exceed \$400,000, with Halff Associates, Inc. for engineering services with legal advice from the Town Attorney.

PASSED AND APPROVED THIS THE 13TH DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 16-35**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND CONTRACT WITH PACHECO
KOCH ASSOCIATES, INC. TO PROVIDE ADDITIONAL, SPECIFIC ENGINEERING SERVICES TO
THE TOWN NOT TO EXCEED \$100,000.**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to seek the provision of professional engineering services to the Town by contractors who possess the necessary skill and acumen to provide such services to the Town; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into a specific contract with a professional engineering firm in order to provide for the provision of professional services outside the scope of services of the retained consultant engineer.

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into professional services contract for the provision of engineering services for the design of Sam Lee Lane from Ashmore Lane to approximately 1,850 feet east and related drainage and waste water with consultation from Town staff and other Town consultants.

SECTION 3. That the Town Administrator is hereby authorized, on behalf of the Town to execute a contract, not to exceed \$100,000, with Pacheco Koch Associates, Inc. for engineering services with legal advice from the Town Attorney.

PASSED AND APPROVED THIS THE 13TH DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

LICENSE AND EASEMENT AGREEMENT

This License and Easement Agreement (the "Agreement") is dated as of _____, 2016, by and between The town of Northlake ("Licensor"), and T-Mobile West Corporation, a Delaware Corporation ("Licensee").

RECITALS

WHEREAS, Licensor and Licensee wish to provide for Licensee's entry upon and access to the property described in attached Exhibit A (the "Property") to locate and operate a temporary antenna facility (the "Antenna Facilities").

COVENANTS

NOW, THEREFORE, in consideration of these premises and the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Premises.** Licensor hereby licenses to Licensee the use by Licensee of the Premises (as defined below), including certain space on the Property sufficient for the placement of the Antenna Facilities. The location and orientation of Licensee's space on the Property, together with all necessary space and easements for access and utilities, is generally described and depicted in attached Exhibit B (the "Premises").

2. **Use.** The Premises may be used by Licensee for the transmission and reception of radio communication signals and for the installation, maintenance, repair or replacement of the Antenna Facilities described and depicted in attached Exhibit B. Licensee shall, at Licensee's expense, keep and maintain the Antenna Facilities on the Premises in commercially reasonable condition during the term of this Agreement. Upon termination of this Agreement, Licensee shall remove the Antenna Facilities from the Premises and restore the Premises to its original condition prior to this Agreement, normal wear and tear excepted.

3. **License Fee.** Upon execution of this license, Licensee shall pay Licensor as a license fee the sum of Three Thousand Five Hundred and No/100 Dollars (\$3500.00) (the "License Fee").

4. **Term.** The term of this Agreement shall commence on October 25, 2016 and end on November 10, 2016.

5. **Access.** Licensor shall have twenty-four-hour-a-day, seven-day-a-week access to the Premises at all times during the term of this Agreement.

6. **Environmental Laws.** Licensee represents, warrants and agrees that it will conduct its activities on the Premises in compliance with all applicable environmental laws. Licensor represents and agrees that, to the best of its knowledge, it has in the past and will in the future conduct its activities on the Property in compliance with all applicable environmental laws and that the Property is free of hazardous substances as of the date of this Agreement.

7. **Hold Harmless.** Licensee agrees to hold Licensor harmless from claims arising from the installation, use, maintenance, repair or removal of the Antenna Facilities, except for claims arising from the negligence or intentional acts of Licensor, its employees, agents or contractors.

8. **Insurance and Subrogation.**

(a) Licensee will provide Commercial General Liability insurance in an aggregate amount of \$1,000,000.00 and name Licensor as an additional insured on the policy or policies. Licensor may satisfy this requirement by obtaining appropriate endorsement to any master policy of liability insurance Licensee may maintain.

(b) Licensor and Licensee hereby mutually release each other (and their successors or assigns) from liability and waive all right of recovery against the other for any loss or damage covered by their respective

Market: DALLAS
Site Number: DA04102
Site Name: TMS/NORTHLAKE 10-25-16

first-party property insurance policies for all perils insured thereunder. In the event of such insured loss, neither party's insurance company shall have a subrogated claim against the other.

9. Miscellaneous

This Agreement contains the complete agreement between the parties and cannot be varied except by the written agreement of the parties. The parties agree that there are no oral agreements, understandings, representations or warranties that are not expressly set forth herein. Whenever required by the context in this Agreement, the singular number shall include the plural and neuter shall include the masculine or feminine gender, and vice versa. Article and Section headings appearing in this Agreement are convenient reference only and are not intended, to any extent or for any purpose, to restrict or define the text of any Article or Section. This Agreement shall not be construed more or less favorably between the parties by reason of authorship or origin of language. This Agreement may be executed in any number of counterparts with the same effect as if all signatories had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument. A facsimile signature shall have the same binding effect as an original signature.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the date first above written.

LICENSOR

Town of Northlake

By: _____

Name: Drew Corn

Its: Town Administrator

LICENSEE

T-Mobile West Corporation, a Delaware Corporation

By: _____

Name: _____

Its: _____

Market: DALLAS
Site Number: DA04102
Site Name: TMS/NORTHLAKE 10-25-16

EXHIBIT A

Legal Description: A0189a Bbb & Crr, Tr 5a(1), 2.0 Acres

Property ID: 272022

Owner ID: 251061

Owner Name: Town of Northlake

EXHIBIT B
Page 1 of 5

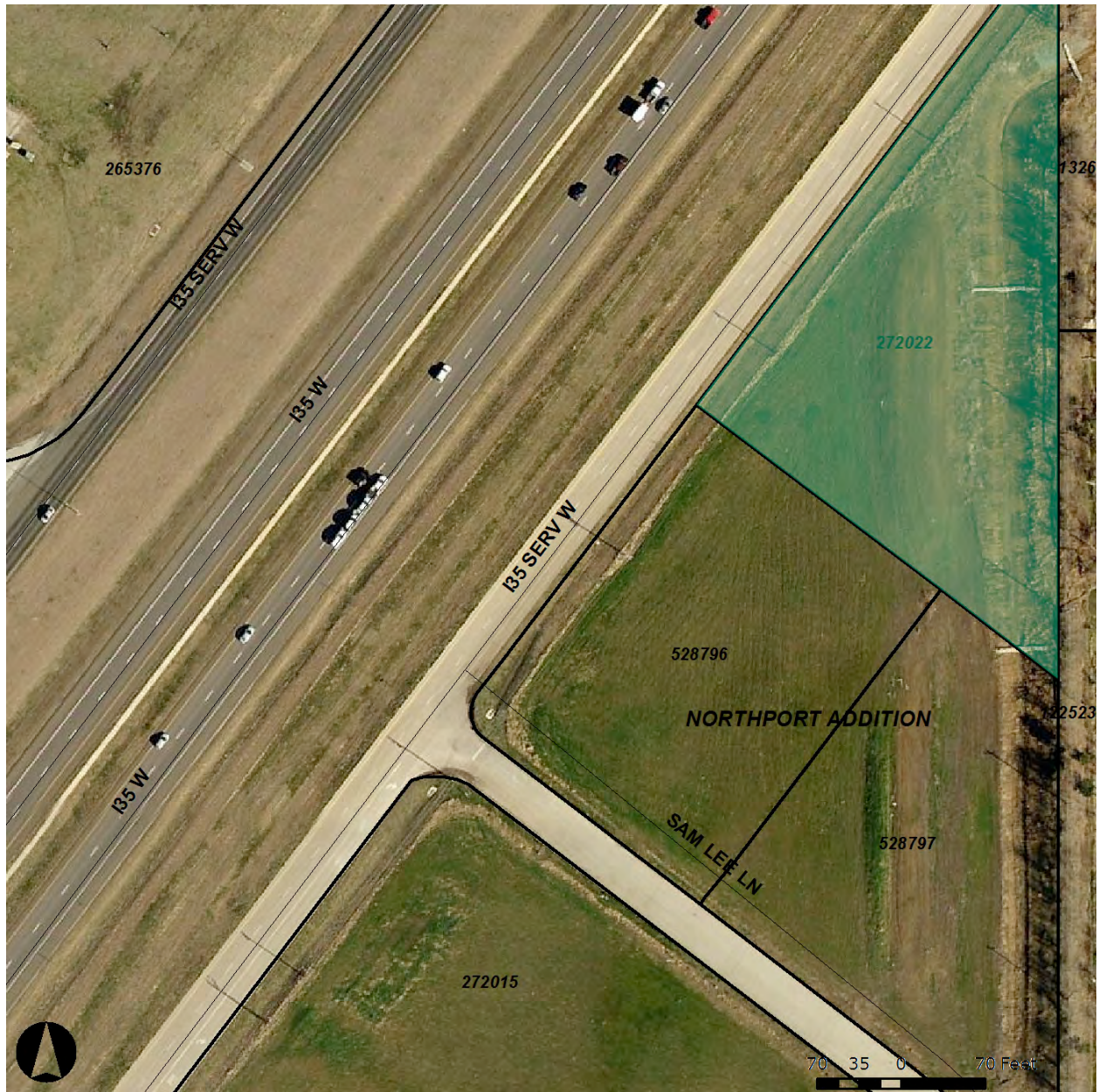
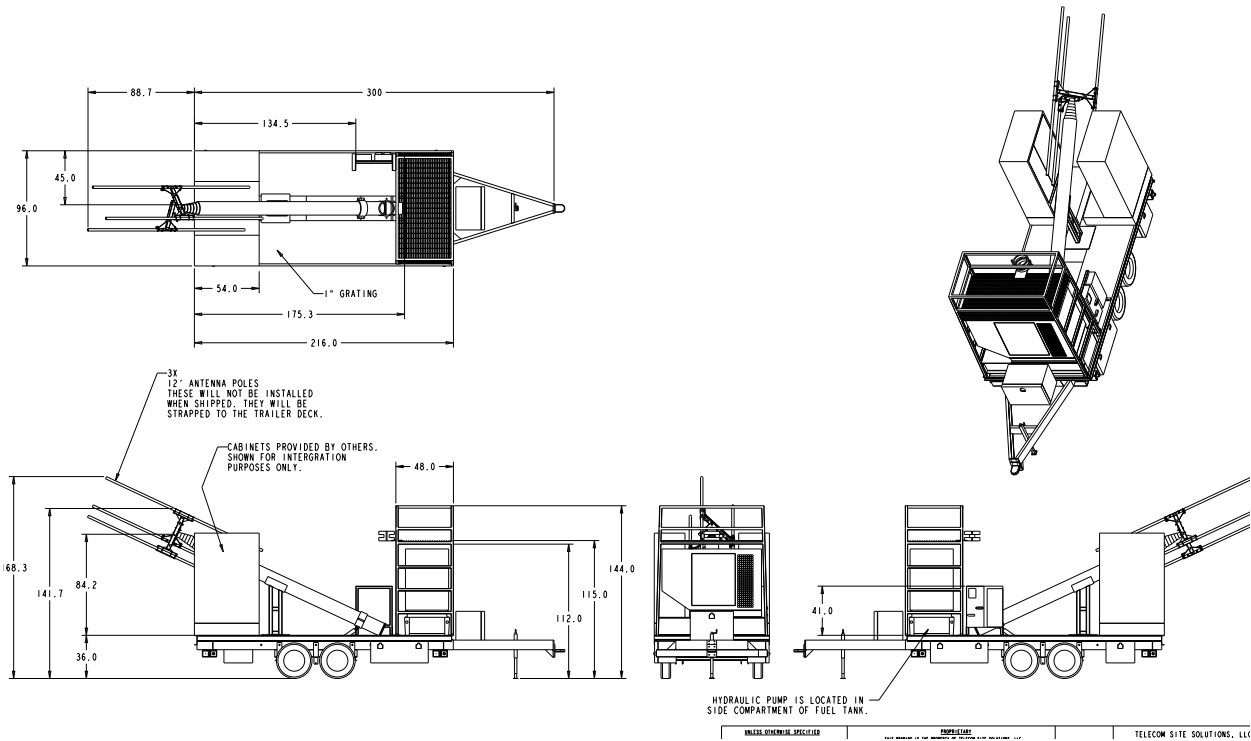


EXHIBIT B
Page 2 of 5



Market: DALLAS
Site Number: DA04102
Site Name: TMS/NORTHLAKE 10-25-16

EXHIBIT B
Page 3 of 5

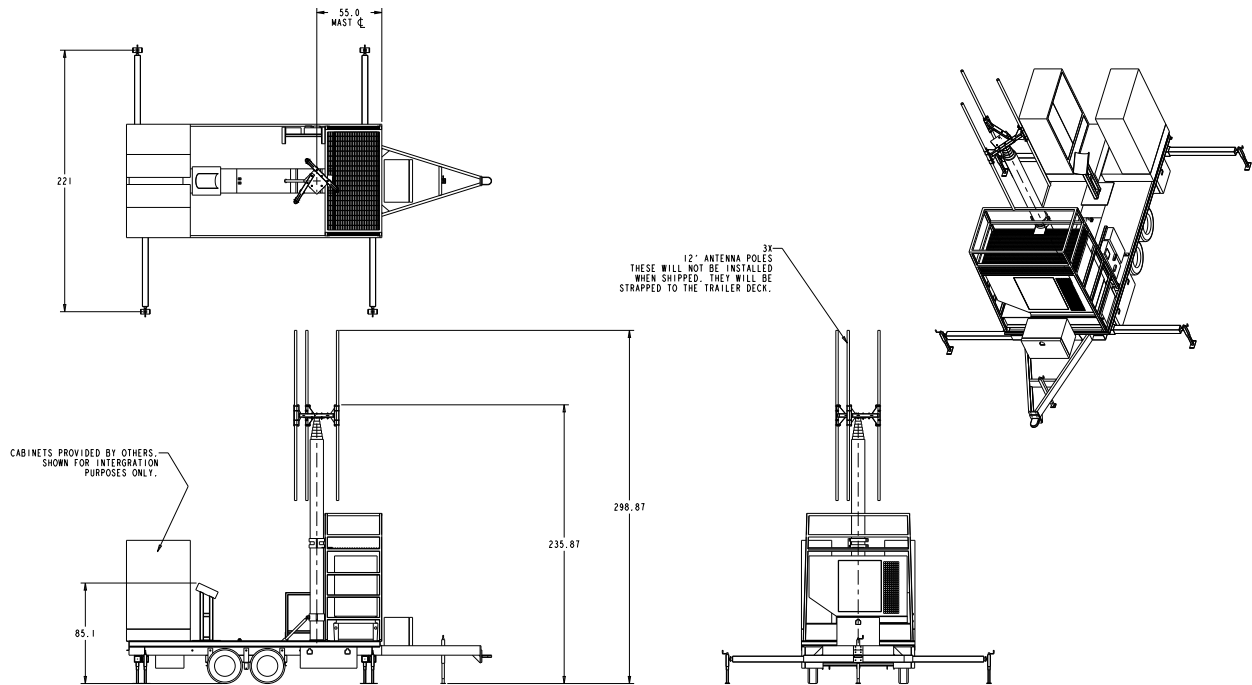


EXHIBIT B
Page 4 of 5

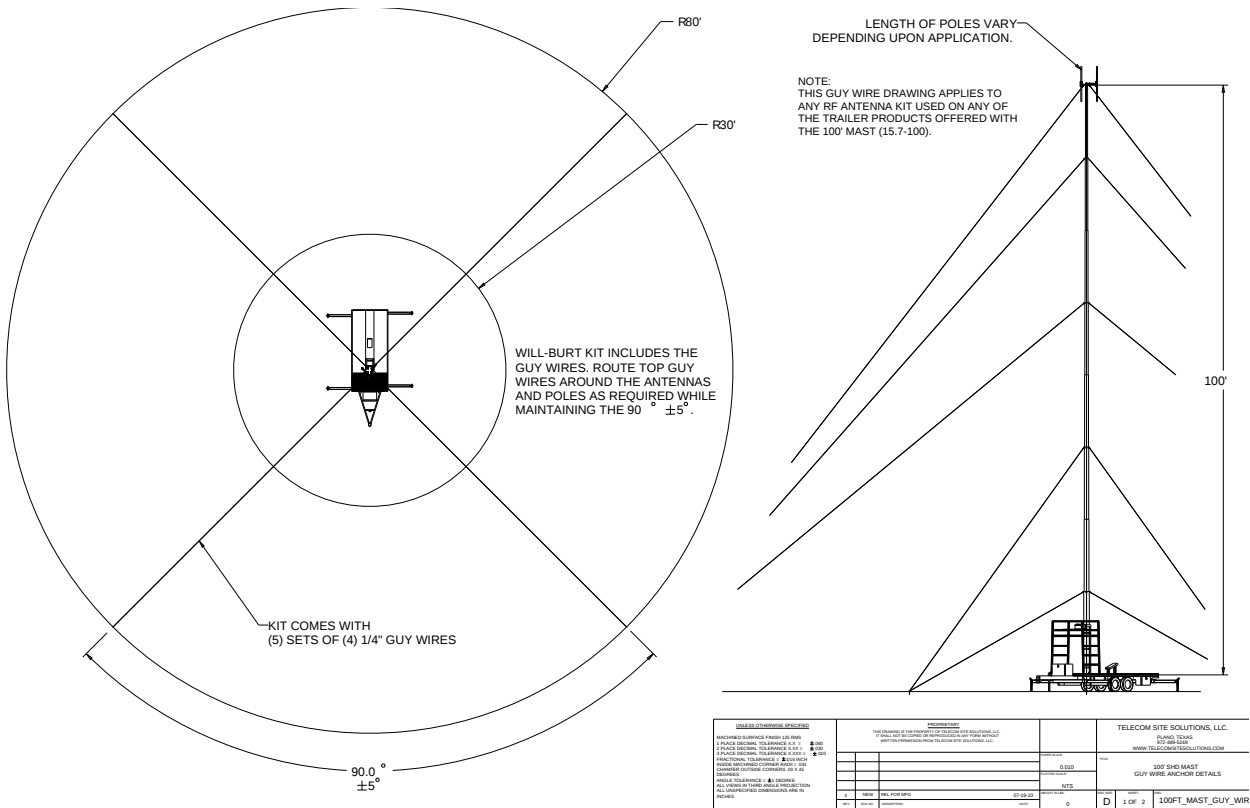


EXHIBIT B
Page 5 of 5

MAKES & MODELS		GENERAL SPECIFICATIONS	
MQ Power 20 kW	Cat-Class:	009-0030	
	Consump Full Load:	1.6 gph	
	Engine:	Isuzu 31 hp	
	Hertz:	60	
	Onboard Fuel Cap:	42 gal.	
	Operating Weight:	2,517 lbs.	
	Overall Dimensions:	110"L x 57"W x 77"H	
	Prime Rating:	20 kW	
	Run Time Full Load:	27 hrs.	



Regular Items

Agenda Item 6

- M. Consider for approval an agreement between Town of Northlake and Faith 407 Holdings LLC governing the development of Creek Meadows
- N. Consider for approval an agreement between Town of Northlake and Douglas Properties, Inc. governing the development of Stardust Ranch and the construction of certain public works projects related to the property
- O. Consider for approval Resolution No. 16-36 setting a Public Hearing to consider Land Use Assumptions and Capital Improvement Plan and appointing a Capital Improvements Advisory Committee
- P. Consider nominating a person to serve on the Denton County Transportation Authority Board of Directors
- Q. Consider for approval an Ordinance amending the Unified Development Code related to accessory buildings permitted on certain property within the Town
 - i. Public Hearing
 - ii. Ordinance No. 16-1013A
- R. Reconsider for approval an Ordinance amending the Unified Development Code related to pole signs
 - i. Public Hearing
 - ii. Ordinance No. 16-1013B

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: October 13, 2016
Re: Development Agreement for Creek Meadows

The attached draft agreement with Faith 407 Holdings, LLC, the owner/developer of the proposed Creek Meadows development, is a development agreement per Texas Local Government Code Section 212.172. The agreement has been reviewed by the Town Attorney and is attached. The developer has also already received approval of a preliminary plat and final plat for the first phase of the 26-lot development located on the east side of Faught Road at Faith Lane in Northlake's extraterritorial jurisdiction (ETJ).

As you are aware the Town has limited ability to control development in the ETJ. Because the proposed development will be serviced by on-site septic systems the lot sizes must be a minimum of one acre. The development is proposed to be serviced by the Town water system and therefore the developer will connect to the Town system by tapping into the water line built along Faught Road to serve the Prairie View Farms development at their cost.

The developer will be constructing a portion of a collector street identified on the Town's Master Thoroughfare, and due to the added burden for the developer to construct the collector street several items are included in the agreement to insure that the development requirements are roughly proportional to the impact of the development. Finally, as a condition of development the property owner has agreed to annex into the Town. The agreement is similar in concept to Prairie View Farms as well as North Ridge Estates and The Highlands subdivisions.

Please contact me at 940.242.5703 if you have any questions or comments.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Faith 407 Holdings LLC, a Texas limited liability company doing business as Creek Meadows Northlake, (the "Owner"), and the Town of Northlake, Texas, a general law municipality (the "Town") (Owner and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by both parties (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, Owner is the owner of approximately 31.39 acres of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas (the "County") described by metes and bounds on **Exhibit A** and shown on **Exhibit B** (the "Property"); and

WHEREAS, Owner, in partnership with Creekhill Development LLC, intends that the Property be developed with approximately 26 single-family residences with retail water service by the Town and individual on-site septic systems; and

WHEREAS, Owner intends to develop the Property within the Town and requests that the Town annex the Property in accordance with this Agreement and petition to be filed by Owner; and

WHEREAS, the Property is bordered on the west by Faught Road; and

WHEREAS, existing roads provide adequate access to the Property and no improvements to Faught Road are required in order to develop the Property; and

WHEREAS, Owner will construct or cause to be constructed the, on-site water delivery lines and on-site roads to serve the Property (collectively, the "Public Infrastructure"); and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the Town and the County effective November 12, 2002 (the "Interlocal Agreement") and Section 242.001(a)(3) of the Texas Local Government Code, the Town has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

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

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code; and

WHEREAS, this Agreement supersedes any previous agreements for the Property approved by the Town Council pursuant to Section 212.171, et seq. of the Texas Local Government Code.

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

ARTICLE II **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations. The Property shall be developed as a single-family residential development on lots with minimum gross area of one acre. Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations");

(a) The Town's Unified Development Code in effect as of the Effective Date (the "UDC").

(b) the building, plumbing, electrical, mechanical, and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) The Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual"), except that Section 2.08, "Cul-de-Sacs," is modified as follows:

The maximum length of any cul-de-sac shall be 1,000 feet measured from curb line of the intersecting street to the radius point of turn around, provided, no more than 20 lots shall be accessed off a dead end street ending in the cul-de-sac.

(d) Development standards applicable to Rural Estate (RE) zoning district as of the effective date, with the additional permitted uses of model home and sales office (the "Development Standards");

(e) Preliminary plat attached as **Exhibit C** (the "Preliminary Plat"); and

(f) Final plats for portions of the Property that are approved, from time to time, by the Town in accordance with this Agreement (each, an "Approved Plat").

2.2 Zoning. The Parties agree that the Property shall be developed, before and after annexation by the Town, in accordance with the Development Standards. The Town Council shall zone the Property Rural Estate (RE) upon annexation. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, this Agreement will prevail except as expressly agreed in writing by Owner.

2.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator, or a designee may administratively approve

in writing minor revisions to the Development Standards, including without limitation the following: (i) an increase in the height of any structure by five percent (5) or less; (ii) a setback reduction of ten percent (10) or less; or (iii) an increase in lot coverage of five percent (5) or less.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.4 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the Agreement shall prevail.

ARTICLE III **DEVELOPMENT PROCESS**

3.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the Town pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the Town shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for certain Public Infrastructure, for the Property in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plats Required. Subdivision of the Property shall require approval of preliminary and final plats by the Town in accordance with the Governing Regulations and this Agreement.

3.3 Design and Construction of Public Infrastructure.

(a) All Public Infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations.

(b) Owner shall submit to the Town plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Town provided, however, if the Town fails to approve or disapprove plans and specifications within forty-five (45) days after receipt, those plans and specifications shall be deemed to be approved.

(c) In the event the Town disapproves of such plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with the Governing Regulations. If the plans or specifications do not comply with the Governing Regulations, the Owner shall revise the plans and specifications appropriately and resubmit to the Town for review. The same review process shall apply to any resubmittal of plans and specifications; provided, however, that if the Town fails to approve or disapprove the resubmitted plans and specifications within thirty (30) days after receipt, such plans and specifications shall be deemed to be approved.

3.4 Inspection of Public Infrastructure. At the Town's option, Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

3.5 Building Permits: Inspection of Structures.

(a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Owner in writing of all deficiencies within ten (10) days after receipt of the plans and specifications. At the Town's option, Building Permits may be issued by a Town employee or a third party contractor retained by the Town.

(c) Each Structure shall be inspected for compliance with the Building Permit issued for the Structure. At the Town's option, inspections may be performed by a Town employee or third party contractor retained by the Town.

3.6 Parks. The Town hereby waives all requirements for dedication of parkland, construction of parks, and maintenance of parks, provided that Owner dedicates a 70-foot right-of-way for and constructs a collector road along the south property line described in Section 4.3(b).

3.7 Homeowners Association.

(a) Owner shall create a mandatory homeowners association ("HOA") with covenants and restrictions running with the Property, including design guidelines. All building plans must be approved by the Architectural Control Committee designated by the HOA.

(b) The HOA will be required to maintain all perimeter fencing, landscaping, private parks, green space and drainage easements.

3.8 Impact Fees. The Town shall assess water impact fees against the Property in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 9.03 of the Town's Code of Ordinances ("Article 9.03"). The Town shall not assess or collect wastewater impact fees under Article 9.03 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property.

3.9 Public Works/Engineering Fees. The Town shall waive fifty percent (50%) of the (c) Public facilities inspection fee under Article A6.001 of the Town's Code of Ordinances ("Article A6.001") by assessing or collecting a fee of only 2% of actual construction costs (costs for water, sewer, paving and storm drains).

3.10 Streetlights. The Parties acknowledge that installation of six (6) streetlights is sufficient to serve the Property. Owner shall install six (6) streetlights within the cul de sacs of the Property in accordance with design plans approved by the Town. The Town shall not require any additional streetlights to be installed other than the six (6) which shall be installed by Owner pursuant to this Section 3.10.

3.11 Sidewalks. Owner shall dedicate sidewalk easement(s) along the internal collector road to be constructed along the south property line by Owner pursuant to Section 4.3(b) herein. The Town agrees that no sidewalk pavement or sidewalk culverts construction shall be required for development of the Property. The Town agrees that no other sidewalk easements shall be required for the development of the Property.

ARTICLE IV

PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

4.1 Retail Water Service; Construction of Water Infrastructure.

(a) Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes.

(b) The parties acknowledge that an 8-inch main is sufficient to serve the Property. Owner shall, on a schedule to be determined by Owner in its sole discretion, design and construct or cause to be designed and constructed, at Owner's sole cost all on-site water infrastructure within the boundaries of the Property necessary for the Town to provide retail water service to the Property.

(c) Owner may drill wells on the Property for irrigation purposes.

4.2 Retail Sewer Service. Sewer service to the Property shall be provided by individual on-site septic systems on each platted lot. Each platted lot must have a minimum gross area of one acre and a minimum net area of three-fourths (3/4) acre exclusive of easements.

4.3 Roadways.

(a) The Property is bordered on the west by Faught Road. The Town expressly acknowledges that Faught Road is adequate to provide access to the Property upon full development. Notwithstanding any provision of the Town's Engineering Design Manual or any other Town ordinance, policy, rule or regulation to the contrary, no improvements to Faught Road or any other roadway improvements outside the Property boundaries are required for development of the Property in accordance with this Agreement. Notwithstanding this subsection 4.3(a), Owner shall dedicate to the Town thirty (30) feet of right-of-way along Faught Road as shown on the Preliminary Plat. Such dedication satisfies all Town requirements for dedication of right-of-way in connection with development of the Property, except for dedication of internal roads described in Section 4.3(b).

(b) Owner shall construct internal roads within the boundaries of the Property as rural roads with pavement width of 24 feet in 60 foot right-of-way, in accordance with the standards for L2U-R Local Residential Roads set out in Part II of the Engineering Design Manual and in accordance with any approved plats governing the Property. Owner shall construct an internal collector road within the boundaries of the Property with pavement width of 36 feet in 70 foot right-of-way, in accordance with the standards for a C2U-R Local Collector Rural street standard set out in Part II of the Engineering Design Manual and in accordance with any approved plats governing the Property. No paving will be constructed for the internal collector road from the easternmost edge of Eastmeadow Lane to the east property line as depicted on the map attached hereto as Exhibit "D".

(c) A traffic impact analysis shall not be required for development of the Property in accordance with this Agreement.

4.4 Drainage. Drainage within the Property shall be taken to roadway ditches in accordance with rural drainage standards set out in Part III of the Engineering Design Manual.

4.5 Dedication, Ownership and Maintenance of Public Infrastructure. Owner shall dedicate the Public Infrastructure to the Town.

4.6 Oversized Infrastructure. Except as provided in Section 4.3(b) hereinwith respect to the construction of the C2U-R Local Collector Rural street, Owner has no obligation to design or construct water, sewer, drainage or other Public Infrastructure that exceeds the capacity needed to serve the Property. Owner agrees that the construction requirements pursuant to Sections 4.1, 4.2, and 4.3 herein shall be sufficient to serve the Property.

ARTICLE V **TERM OF AGREEMENT**

5.1 Term. The term of the Agreement will be fifteen (15) years commencing on the Effective Date (the "Term").

5.2 Termination of Agreement. This Agreement may be terminated at any time by mutual written consent of the Town and all Owners.

ARTICLE VI **ANNEXATION OF THE PROPERTY**

6.1 Annexation Petition. Owner agrees to submit two petitions to the Town requesting annexation of the relevant portion of the Property pursuant to § 43.028, Local Government Code (the "Annexation Petition").

6.2 Annexation Process. Owner requests and the Town agrees that the Town will annex the Property in two phases depicted on the map attached hereto as Exhibit "C" in accordance with the Annexation Petitions and this Agreement, subject to the condition that this Agreement is approved by the Town Council and executed by Owner and the Town before the Town Council adopts the ordinances annexing the Property. Owner acknowledges that all other conditions set out in the Annexation Petitions and all conditions in § 43.028, Local Government Code, have been met and Owner hereby waives any and all claims of defect related to the requested phase annexation. Owner requests and the Town agrees that the Town annex the Property in phases in accordance with the Annexation Petition applicable to each phase and portion of the Property. Owner agrees that no platted lots in Phase 1 may be sold unless and until Phase 1 is annexed into the Town pursuant to this Agreement, and that no platted lots in Phase 2 may be sold unless and until Phase 2 is annexed into the Town pursuant to this Agreement.

ARTICLE VII **EVENTS OF DEFAULT; REMEDIES**

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period,

the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

ARTICLE VIII

ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies

of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

8.2 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Town under this Agreement, without the prior written approval of Owner.

8.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the Town, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Encumbrance by Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE IX

RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully

developed and improved lot; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article IV.

9.2 Releases. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, may execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

9.3 Estoppel Certificates. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, may execute a written estoppel certificate, subject to approval as to form by the Town Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE X

ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the Town:

Town of Northlake
Attn: Mayor
1400 FM 1407
Northlake, Texas 76247

To the Owner:

Faith 407 Holdings LLC
PO Box 93808
Southlake, TX 76092

10.3 Reservation of Rights. UPON THE EFFECTIVE DATE, THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE ANY RIGHTS UNDER CHAPTER 245, LOCAL GOVERNMENT CODE. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, **OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE.** THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

10.4 Rough Proportionality. As additional consideration for the construction and fee waivers received by the Owner under this Agreement, the Owner agrees that all dedications, construction costs and other payments made by the Owner related to the Public Infrastructure are roughly proportional to the need for such Public Infrastructure created by the development of the Property and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs and other payments for the Public Infrastructure are related both in nature and extent to the impact of the Owner's development of the Property. The Owner waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Public Infrastructure and the projected impact of the Owner's development of the Property.

10.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212.171, et. seq., of the Texas Local Government Code, and that this Agreement satisfies the Town's obligations under Section 43.035, Texas Local Government Code.

10.6 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the Town, Faith 407 Holdings LLC, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End- Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Map of Property
Exhibit C	Preliminary Plat
Exhibit D	Detail Map depicting the Portion of the Internal Collector Road which shall be Unpaved

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

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker

STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on the _____ day of _____, 2016, by Peter Dewing, Mayor of the Town of Northlake, Texas, on behalf of said Town.

Notary Public, State of Texas

OWNER

FAITH 407 HOLDINGS LLC, a Texas
limited liability company,
d/b/a Creek Meadows Northlake

By: _____
Charles E. Broadaway, Member and
Sole Manager

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by Charles E. Broadaway, Member and Sole Manager of Faith 407 Holdings, LLC, a Texas limited
liability company doing business as Creek Meadows Northlake, on behalf of said limited liability
company.

Notary Public, State of Texas

EXHIBIT "A"
Meets and Bounds Description of Property

31.384 acres, more or less, out of the Patrick Rock Survey, A-1063, Denton County, Texas, more particularly described in the following two (2) tracts which were previously conveyed to Eric Broadaway and Scott Broadaway by those certain Warranty Deeds dated July 11, 1995, recorded as Document Nos. 95-R0069267 and 95-R0069265, Real Property Records, Denton County, Texas:

TRACT ONE: BEING a 26.279 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas, and being a portion of a 98 acre tract of land conveyed to William O. Brown and wife, Alice Corbin Brown, according to the Warranty Deed filed for record in Volume 319, Page 369, Deed Records, Denton County, Texas, said 26.279 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the Southwest corner of Brown's 98 acre tract and being in Faught Road;

THENCE North, along said road, a distance of 210.00 to the POINT OF BEGINNING;

THENCE North, continuing along said road, a distance of 784.84 feet to the Northwest corner of the herein described tract;

THENCE South 89 degrees 40 minutes 25 seconds East, passing a 5/8 inch iron set at a fence line at 20.31 feet and continuing in all a distance of 1374.22 feet to a 5/8 inch iron rod set;

THENCE South, a distance of 994.84 feet to a 5/8 inch iron rod set, said iron rod being on the South line of said Brown's 98 acre tract;

THENCE North 89 degrees 40 minutes 25 seconds West, along said South line, a distance of 315.23 feet to a 5/8 inch iron rod set;

THENCE North, a distance of 210.00 feet a 5/8 inch iron rod set;

THENCE North 89 degrees 40 minutes 25 seconds West, passing a 5/8 inch iron rod set at a fence line at 1037.35 feet, and continuing in all a distance of 1058.99 feet to the POINT OF BEGINNING and containing 26.279 acres, of which 0.378 acres lies within Faught Road, leaving a net of 25.901 acres of land, more or less.

TRACT TWO: All that certain lot, tract or parcel of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas, and being a portion of that certain tract of land conveyed to William O. Brown and wife, Alice Corbin Brown, by deed recorded in Volume 319, Page 369, Deed Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in Faught Road, being the Southwest corner of said

Brown Tract, also being the Northwest corner of that certain tract of land conveyed to Joe Willard Gragg, Jr., by Substitute Trustee's Deed recorded in Volume 884, Page 998, Deed Records, Denton County, Texas;

THENCE North 00 degrees 00 minutes 00 seconds East, along the West line of said Brown Tract and with said road, 210.00 feet;

THENCE 89 degrees 40 minutes 25 seconds East, passing a 5/8 inch iron rod set at 21.64 feet, continuing in all 1,058.99 feet to a 5/8 inch iron rod set;

THENCE South 00 degrees 00 minutes 00 seconds West 210.00 feet to a 5/8 inch iron rod set on the South line of said Brown Tract, also being the North line of said Gragg Tract;

THENCE North 89 degrees 40 minutes 25 seconds West, along said South line and the North line of said Gragg Tract, passing a fence corner post at 1,036.99 feet and continuing in all 1,058.99 feet to the Point of Beginning and containing 5.105 acres of land of which 0.105 acre lies in Faught Road

EXHIBIT "B"

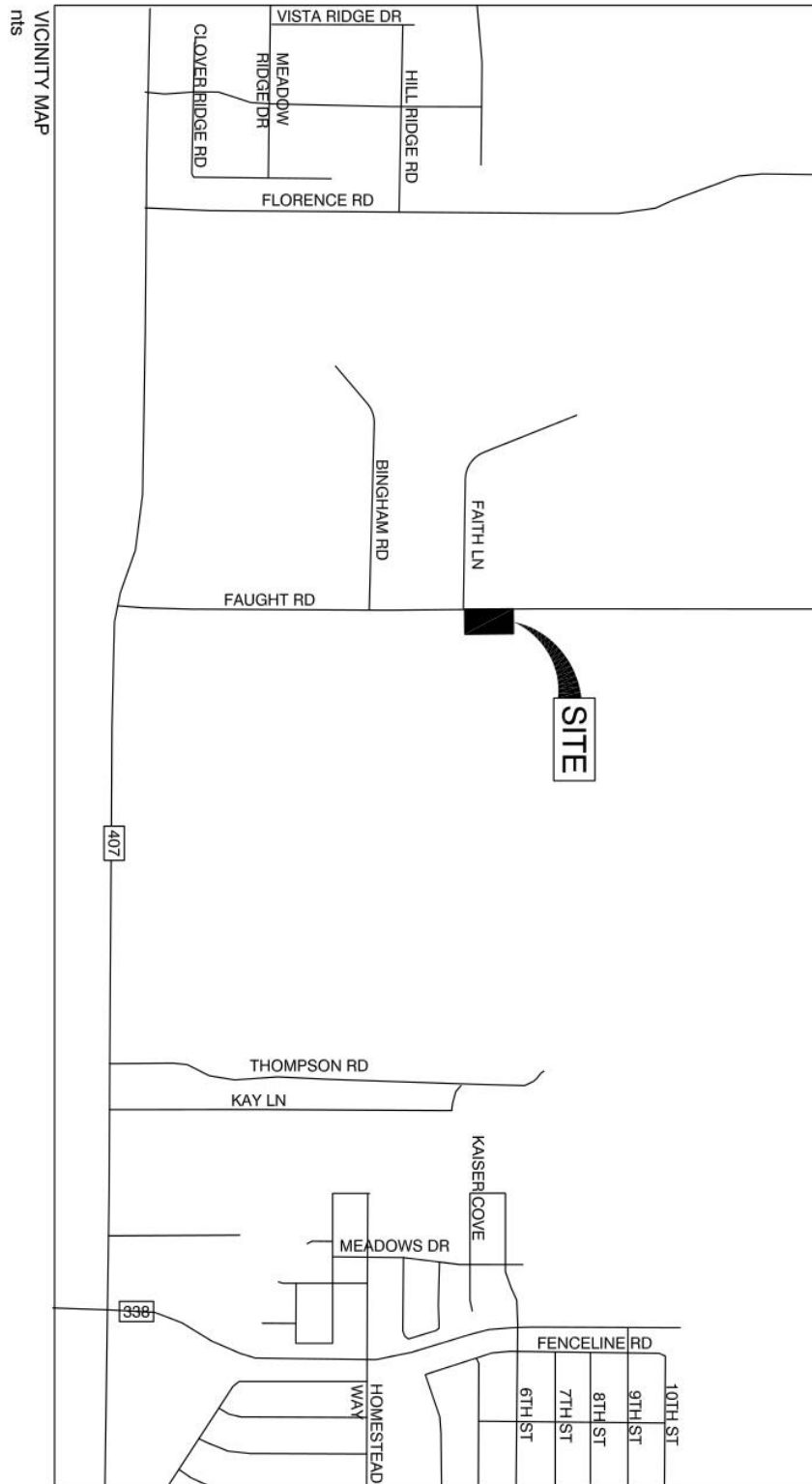


EXHIBIT "C"

[illegible]

[illegible]

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: October 13, 2016
Re: Reimbursement Agreement for Stardust Ranch

In order to develop Stardust Ranch, a water main is required to be extended from its current terminus near the North Ridge Estates (NRE) pump station north along Florance Road to the northern extent of the Stardust Ranch development. This water line is identified on the Town's Water Master Plan which calls for a 16-inch line size to serve ultimate development of the area. The Town worked with the developer to oversize the line according to the master plan, but it is necessary for the Town to participate through reimbursement for the water line construction requirement to be roughly proportional to the impact of the development.

The Town proposes to reimburse the developer for water line oversizing through funds from a capacity sharing agreement with the Upper Trinity Regional Water District (UTRWD) previously approved by Council and from impact fees collected within the 150-lot development. UTRWD will be paying the oversizing costs for a 12-inch to 16-inch water line size in the amount of \$322,196.40. Impact fees will cover the oversizing from an 8-inch to a 12-inch water line for the portion of the line (NRE to Evelyn Lane) shown on the Town's Capital Improvements Plan for which the impact fees were developed to fund. The impact fee oversizing reimbursement will be a maximum of \$172,269.90 with the Town paying the difference between the impact fee collected for each connection and \$1,500 so that the Town will keep \$1,500 per connection to help pay for additional impacts to the system outside of the water line. In addition to all infrastructure within the development, the developer will be responsible for paying the entire cost of the water main extension which will be approximately \$1.28 million, and of that amount, a total of almost \$500,000 is expected to be reimbursed to the developer as described above.

Please contact me at 940.242.5703 if you have any questions or comments.

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between Royal Crest Properties, LLC, a Texas limited liability company, (the "Developer"), and the Town of Northlake, Texas, a general law municipality (the "Town") (Developer and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by both parties (the "Effective Date").

ARTICLE I **RECITALS**

WHEREAS, Developer is the owner and developer of approximately 258.147 acres of land in the J.E. Anderson Survey, Abstract Number 22, Denton County, Texas described by metes and bounds on **Exhibit A** (the "Property") and shown on **Exhibit B**; and

WHEREAS, Developer intends that the Property be developed with retail water service by the Town; and

WHEREAS, the Texas Commission on Environmental Quality ("TCEQ") or its predecessor has issued certificate of convenience and necessity ("CCN") number 12915 to the Town to provide retail water service to the Property; and

WHEREAS, in order for the Town to provide retail water service to the Property it will be necessary for Developer to construct approximately 12,920 linear feet of water main according to the Town's Water Master Plan, defined herein as the "Water Main"; and

WHEREAS, the Town has entered into an agreement with the Upper Trinity Regional Water District ("UTRWD") for shared capacity in the Water Main; and

WHEREAS, the Town has requested that Developer oversize the Water Main and has agreed to reimburse Developer for the oversizing cost with funds generated from the UTRWD shared capacity agreement and from impact fees for the 6,520 linear feet portion of the Water Main shown on the Capital Improvement Plan of the Town; and

WHEREAS, Developer will construct or cause to be constructed the Water Main and on-site water delivery lines to serve the Property (collectively, the "Public Infrastructure"); and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan; and

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

ARTICLE II

DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed as a single-family residential development on lots with minimum gross area of 258.147 acres. Development of the Property shall be governed by applicable Town regulations and this Agreement.

ARTICLE III

DEVELOPMENT PROCESS

3.1 Design and Construction of Public Infrastructure.

(a) All Public Infrastructure constructed or caused to be constructed by Developer shall be designed and constructed in compliance with the applicable Town regulations and this Agreement.

(b) Developer shall submit to the Town plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Town.

(c) In the event the Town disapproves of such plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval. If the plans or specifications do not comply with the Governing Regulations, the Developer shall revise the plans and specifications appropriately and resubmit to the Town for review. The same review process shall apply to any resubmittal of plans and specifications.

3.2 Inspection of Public Infrastructure. At the Town's option, Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

3.4 Impact Fees. The Town shall assess water impact fees against the Property in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 9.03 of the Town's Code of Ordinances ("Article 9.03"), subject to Developer's right to reimbursement under Section 4.1.

ARTICLE IV

PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

4.1 Retail Water Service; Construction of Water Infrastructure.

(a) Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes.

(b) Developer shall, on a schedule to be determined by Developer, design and construct or cause to be designed and constructed, at Developer's cost (i) approximately 12,920 linear feet

of 16-inch water main connecting the Property to the Town's water system in the general location shown on **Exhibit D** (the "Water Main"); and (ii) all on-site water infrastructure within the boundaries of the Property necessary for the Town to provide retail water service to the Property. The off-site portions of the Water Main shall be constructed in the right-of-way of Florance Road or within separate easements approved by the Town.

(c) The Town shall reimburse Developer for oversizing the Water Main from 12-inches to 16-inches by paying to Developer the amount paid by UTRWD to the Town for shared capacity in the Water Main. The shared capacity oversizing cost is shown on the attached **Exhibit E** and labeled "Total UTRWD Upsize Reimbursement" (the "UTRWD Oversizing Cost"). Payments to Developer for UTRWD Oversizing Cost shall be made within thirty (30) days of receiving payment from UTRWD up to a total of three hundred and twenty two thousand, two hundred and ninety six dollars and forty cents (\$322,196.40). Notwithstanding anything to the contrary herein, the Town shall not be obligated to reimburse Developer for any amount above \$322,196.40.

(d) The Town shall reimburse Developer for oversizing from 8-inches to 12-inches the portion of the Water Main identified on the Capital Improvement Plan of the Town by paying to Developer the difference between the impact fee collected and one thousand, five hundred dollars (\$1,500.00) for each lot that connects. The impact fee eligible oversizing cost is shown on the attached **Exhibit F** and labeled "Total Northlake Impact Fee Credits" (the "Impact Fee Oversizing Cost"). The Town shall collect Water Impact Fees within the Property at the time the Town issues the first building permit for each lot and shall pay the Impact Fee Oversizing Cost to Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31, until Developer has been reimbursed in an amount of one hundred and seventy six thousand, two hundred and sixty nine dollars and ninety cents (\$176,269.90). Notwithstanding anything to the contrary herein, the Town shall not be obligated to reimburse Developer for any amount above \$176,269.90.

ARTICLE V **TERM OF AGREEMENT**

5.1 **Term.** The term of the Agreement will be fifteen (15) years commencing on the Effective Date (the "Term").

5.2 **Termination of Agreement.** This Agreement may be terminated at any time by mutual written consent of the Town and all Owners.

ARTICLE VI **EVENTS OF DEFAULT; REMEDIES**

6.1 **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given).

6.2 Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation

6.3 Remedies. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorney's fees (including its reasonable costs and attorney's fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement.

ARTICLE VII

NO ASSIGNMENT OR ENCUMBRANCE WITHOUT APPROVAL

7.1 Assignment. Neither Party shall assign any portion of this Agreement without the prior written consent of the other Party.

7.2 Encumbrance. Neither Party shall collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the written consent of the other party. This Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

ARTICLE VIII

RECORDATION

8.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article IV.

ARTICLE IX
ADDITIONAL PROVISIONS

9.1 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the Town:	Town of Northlake Attn: Mayor 1400 FM 1407 Northlake, Texas 76247
--------------	--

To the Developer:	Royal Crest Properties, LLC Attn: Donald J. Dykstra, Manager 2101 Bella Italia Drive, Suite A Fort Worth, TX 76126
-------------------	---

9.2 Rough Proportionality. As additional consideration for the reimbursements received by the Developer under this Agreement, the Developer agrees that all dedications, construction costs and other payments made by the Developer related to the Public Infrastructure are roughly proportional to the need for such Public Infrastructure created by the development of the Property and the Developer hereby waives any claim therefore that it may have. The Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs, and other payments for the Public Infrastructure are related both in nature and extent to the impact of the Developer's development of the Property. The Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Public Infrastructure and the projected impact of the Developer's development of the Property.

9.3 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Developer represents and warrants that this Agreement has been approved by appropriate action of Developer, and that the individuals executing this Agreement on behalf of Developer have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the

performance by the Parties under this Agreement is authorized by Section 212.171, et. seq., of the Texas Local Government Code.

9.4 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the Town, Royal Crest Properties, LLC, and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.5 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive venue and jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

9.6 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.7 No Third Party Beneficiaries. Except as otherwise provided in this Section 9.8, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End-Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.8 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60)

days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

9.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

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

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Map of Property
Exhibit C	Preliminary Plat
Exhibit D	Water Main
Exhibit E	Estimate of Probable Cost for UTRWD Oversizing
Exhibit F	Estimate of Probable Cost for Impact Fee Oversizing

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

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley D. Dierker, Town Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

 This instrument was acknowledged before me on the _____ day of _____, 2016, by
Peter Dewing, Mayor of the Town of Northlake, Texas on behalf of said town.

Notary Public, State of Texas

DEVELOPER

ROYAL CREST PROPERTIES, LLC,
a Texas corporation

By: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, 2016, by
_____, _____ of Royal Crest Properties, LLC, a
Texas corporation, on behalf of said corporation.

Notary Public, State of Texas

Exhibit A
Metes and Bounds Description of Property

Tract One

Being a 217.482 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being all of the 107.233 acre tract of land conveyed to Velta Mae Yarbrough by deed of record in County Clerk File No. 2005-161856 of the Real Property Records, Denton County, Texas, and being a part of the 155.170 acre tract of land conveyed to Wilma J. Roach by deed of record in County Clerk File No. 2005-161857 of said Real Property Records, said 217.482 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found in the center of Florence Road (public) at the intersection with the south line of Yarbrough Road (public) for the northwest corner of said 107.233 acre tract, said rod lying South 03°11' East 49.1 feet from a 1/2" iron rod found at the most westerly southwest corner of the 2426.81 acre tract of land conveyed to Robson Denton Development, LP by deed of record in Volume 4373, Page 225 of said Real Property Records;

Thence North 89°22'53" East with the south line of said Yarbrough Road and a south line of said 2426.81 acre tract, a distance of 2,330.60 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said 155.170 acre tract, said rod lying South 00°02' West 47.74 feet from a 1/2" iron rod found for an angle point in the west line of said 2426.61 acre tract;

Thence South 00°01'37" West continuing with said Yarbrough Road and a west line of said 2426.81 acre tract, a distance of 3,543.19 feet to a 1/2" iron rod found at the northeast corner of the permanent drainage easement (Part 2) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

Thence South 0°33'12" East continuing with said Yarbrough Road, the west line of said 2426.81 acre tract, and the east line of said drainage easement a distance of 50.01 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of the 5.3402 acre "Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013-64668 of said Real Property Records, said rod maintaining the southeast corner of the herein described 217.482 acre tract;

Thence in a southwesterly direction with the north line of said the 5.3402 acre "Right-of-Way Dedication" the following calls and distances:

North 89°58'42" West a distance of 52.74 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 38°51'41" West a distance of 22.14 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to left having a radius of 800.11 feet and an arc length of 719.82 feet (chord bears South 54°24'50" West, 695.79 feet) to set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 527.60 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 74°04'54" West a distance of 35.09 feet to a found 1/2" iron rod;

South 28°38'26" West a distance of 50.01 feet to a found 1/2" iron rod;

South 16°21'34" East a distance of 35.36 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 409.92 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 461.28 feet (chord bears South 47°30'57" West, 452.98 feet) to a 1/2" iron rod found at the intersection of the north line of said 5.3402 acre "Right-of-Way Dedication" with the east line of the 14.892 acre tract of land conveyed to Kenneth M. Frisby, et ux by deed of record in County Clerk's File No. 2004-97683 of said Real Property Records, said rod being the most southerly southwest corner of the herein described tract;

Thence North 00°38'22" East with a west line of said 155.170 acre tract, at 696.7 feet passing a 1/2" iron rod found at the northeast corner of said 14.892 acre tract and the southeast corner of the 5.000 acre tract of land conveyed to Brandon Peavey, et ux by deed of record in County Clerk's File No. 2004-165894 of said Real Property Records, and continuing a total distance of 1,457.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set in the south line of said 107.233 acre tract for the northeast corner of that tract of land conveyed to James Huang by deed of record in Volume 2987, Page 233 of said Real Property Records;

Thence South 89°30'26" West with said south line, a distance of 856.79 feet to a 1/2" iron rod found in the center of said Florence Road and in the east line of the 55.06 acre tract of land (East Tract) conveyed to Jeanette Sexton Hathorn by deed of record in County Clerk's File No. 2012-75555 of said Real Property Records, said rod being the southwest corner of said 107.233 acre tract;

Thence North 00°25'53" West with the center of said Florence Road and the west line of said 107.233 acre tract, a distance of 1,574.40 feet to a 1/2" iron rod found at the southeast corner of the 3.160 acre tract of land conveyed to Lawrence P. Seidemann by deed of record in Volume 2699, Page 765 of said Real Property Records;

Thence North 00°20'55" West continuing along said centerline and west line, a distance of 2,181.77 feet to the **Point-of-Beginning** and containing **217.482 acres** of land.

Tract Two

Being a 40.665 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being a part of the 155.170 acre tract of land conveyed to Wilma J. Roach by deed of record in County Clerk File No. 2005-161857 of said Real Property Records, said 40.665 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found at the intersection of the south line of the 5.3402 acre "Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013-64668 of said Real Property Records, with the south line of said 155.170 acre tract and the north line of that tract of land conveyed to Ruth E. Faught by deed of record in Volume 897, Page 478 of said Real Property Records;

Thence in a northeasterly direction with the south line of said 5.3402 acre "Right-of-Way Dedication" the following calls and distances:

A curve to the left having a radius of 800.11 feet and an arc length of 496.17 feet (chord bears North 46°24'21" East, 488.26 feet) to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 409.92 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 73°38'26" East a distance of 35.36 feet to a found 1/2" iron rod;

North 28°38'26" East a distance of 50.01 feet to a found 1/2" iron rod;

North 16°21'34" West a distance of 35.37 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 527.22 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 625.93 feet (chord bears North 54°15'13" East, 605.29 feet) to set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 51°08'19" East a distance of 33.61 feet to a found 1/2" iron rod;

North 83°51'41" East a distance of 7.46 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set in the west line of the permanent drainage easement (Part 1) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

North 00°09'09" West a distance of 26.32 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northwest corner of said drainage easement;

South 89°53'54" East a distance of 342.02 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said drainage easement;

Thence South 00°36'09" East with an east line of said 155.170 acre tract, at 50.0 feet passing a 1/2" iron rod found at the southeast corner of said drainage easement and continuing a total distance of 1,592.35 feet to a wood fence corner post found maintaining the southeast corner of said 155.70 acre tract;

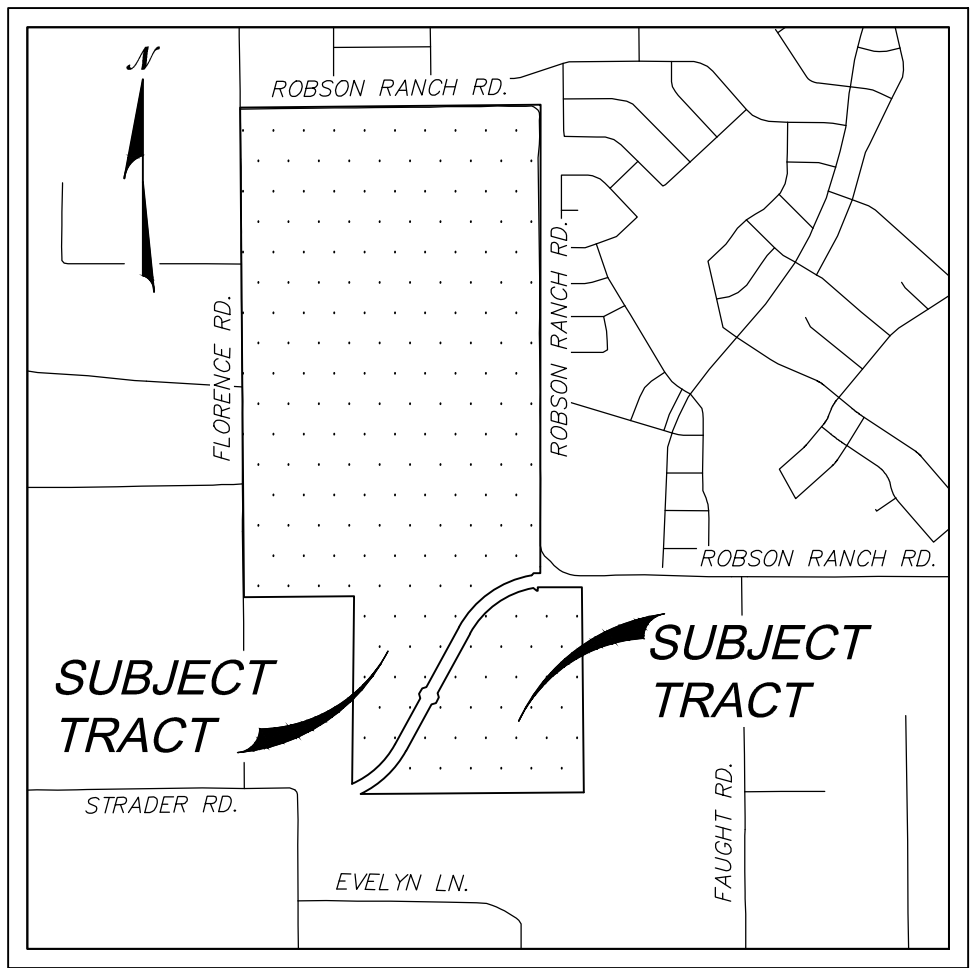
Thence S 89°30'19" W with the south line of said 155.170 acre tract, passing the northeast corner of the 22.54 acre tract of land conveyed to John J. Wolken, et ux by deed of record in Volume 1712, Page 39 of said Real Property Records, and continuing along the north line thereof a total distance of 1,320.68 feet to a 1/2" steel rod found at the northwest corner of said 22.54 acre tract;

Thence South 89°40'53" West continuing with said south line, a distance of 413.66 feet to the **Point-of-Beginning** and containing **40.665 acres** of land.

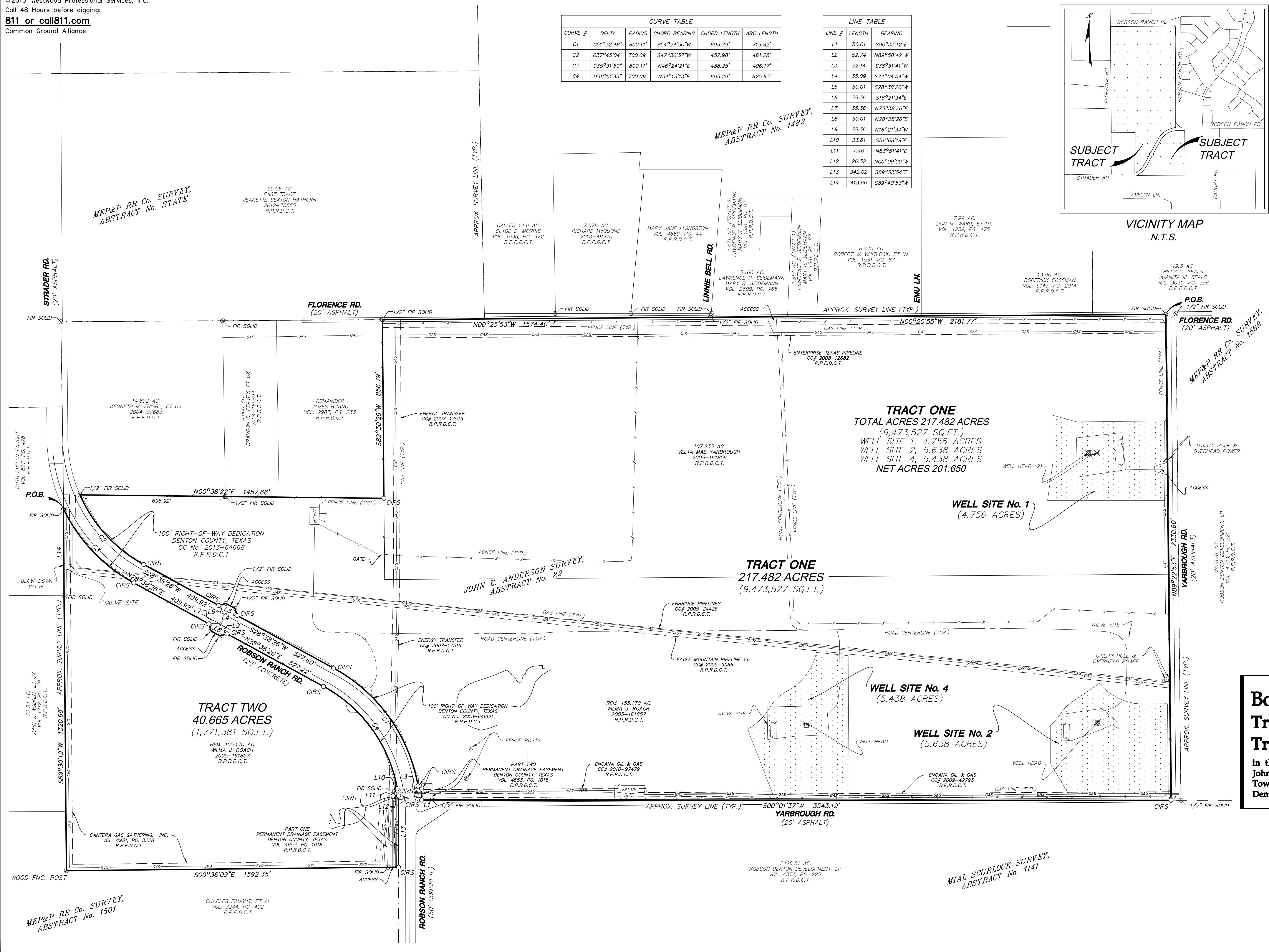
Exhibit B
Map of Property

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	051°32'48"	800.11'	S54°24'50"W	695.79'	718.82'
C2	037°05'40"	700.09'	S47°30'57"W	452.98'	461.28'
C3	035°31'50"	800.11'	N46°24'21"E	488.25'	496.17'
C4	051°13'35"	700.09'	N54°15'13"E	605.29'	625.93'

LINE TABLE		
LINE #	LENGTH	BEARING
L1	50.74	S00°33'12"E
L2	52.74	N89°58'42"W
L3	22.14	S38°51'41"W
L4	35.09	S74°04'54"W
L5	50.01	S28°38'26"W
L6	35.36	S16°21'34"E
L7	35.36	N73°38'26"E
L8	50.01	N28°38'26"E
L9	35.36	N16°21'34"W
L10	33.61	S51°08'19"W
L11	7.46	N83°51'41"E
L12	26.32	N00°09'09"W
L13	34.02	S89°53'54"E
L14	413.66	S89°40'53"W



VICINITY MAP
N.T.S.



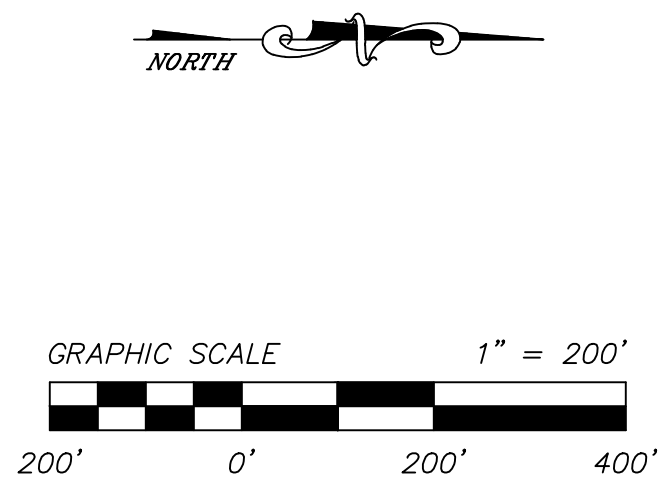
Westwood

Westwood Professional Services, Inc.
2740 North Dallas Parkway, Suite 280
Plano, TX 75093

Phone (972) 793-0300
Toll Free (888) 937-5150
Survey Firm Number: 10074301
westwoodps.com

Designed:	
Checked:	JBA
Drawn:	WP
Record Drawing by/date:	

Revisions:		
Title	Company	Comments
		July 24, 2015



Prepared for:

**Douglas
Properties**

Boundary Survey
Tract One 217.482 Ac.
Tract Two 40.665 Ac.
in the
John E. Anderson Survey, Abstract No. 22
Town of Northlake
Denton County, Texas

Stardust Ranch

Date: 06/25/15
Sheet: 1 OF 2

Exhibit C
Preliminary Plat

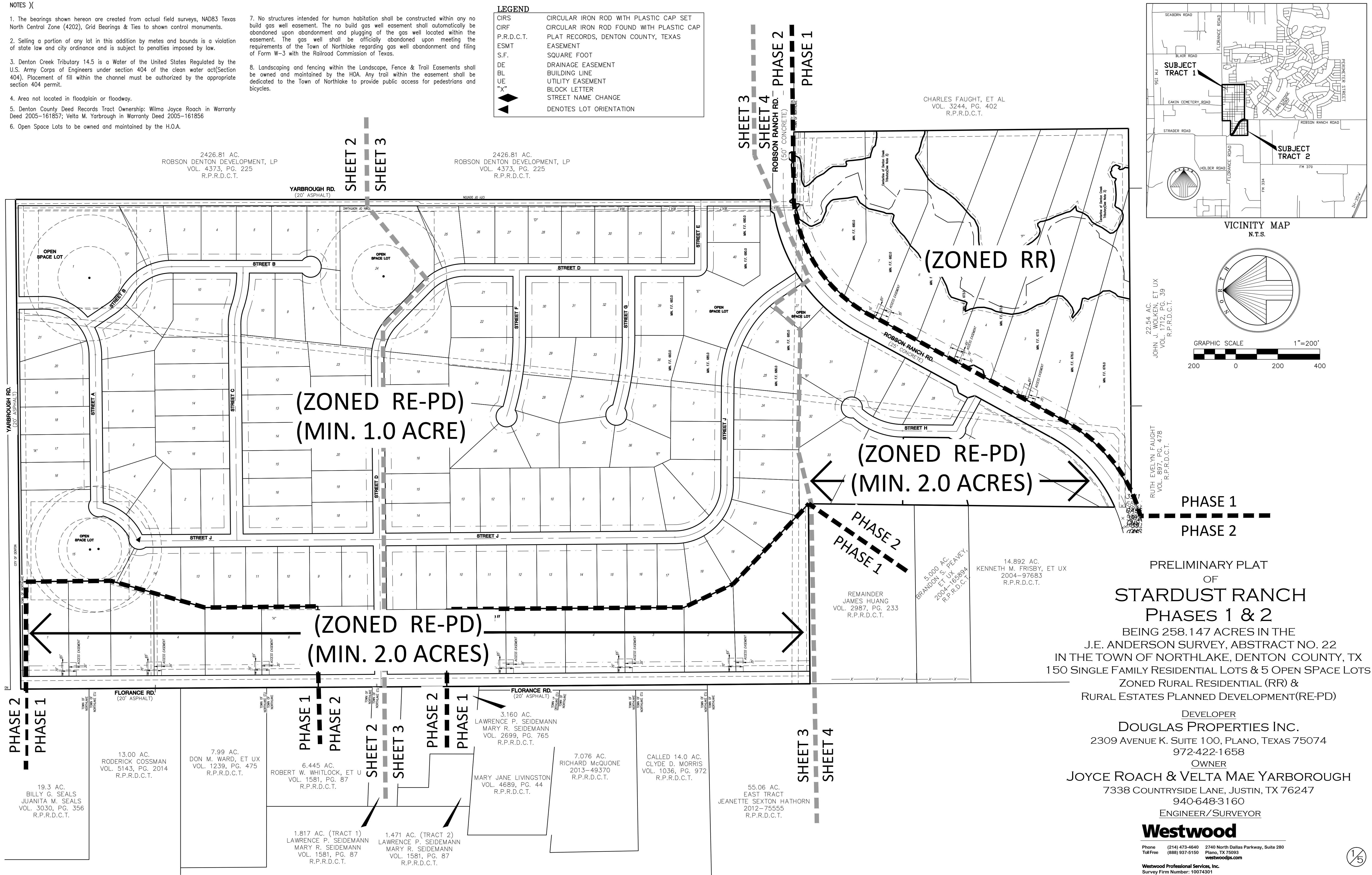
NOTES)(

1. The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.
2. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.
3. Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act(Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit.
4. Area not located in floodplain or floodway.
5. Denton County Deed Records Tract Ownership: Wilma Joyce Roach in Warranty Deed 2005-161857; Velta M. Yarborough in Warranty Deed 2005-161856
6. Open Space Lots to be owned and maintained by the H.O.A.

7. No structures intended for human habitation shall be constructed within any no build gas well easement. The no build gas well easement shall automatically be abandoned upon abandonment and plugging of the gas well located within the easement. The gas well shall be officially abandoned upon meeting the requirements of the Town of Northlake regarding gas well abandonment and filing of Form W-3 with the Railroad Commission of Texas.
8. Landscaping and fencing within the Landscape, Fence & Trail Easements shall be owned and maintained by the HOA. Any trail within the easement shall be dedicated to the Town of Northlake to provide public access for pedestrians and bicycles.

LEGEND

CIRS	CIRCULAR IRON ROD WITH PLASTIC CAP SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
▲	STREET NAME CHANGE
▲	DENOTES LOT ORIENTATION



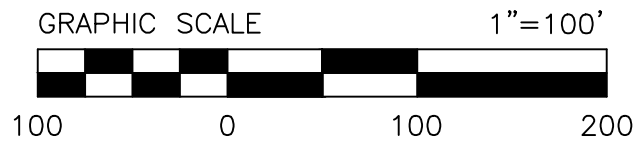
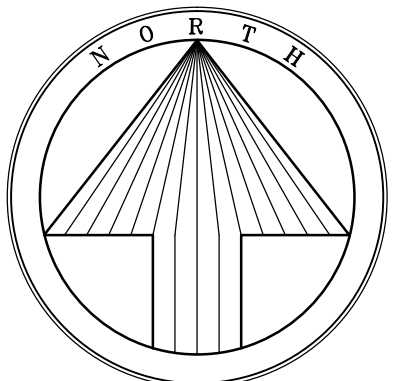
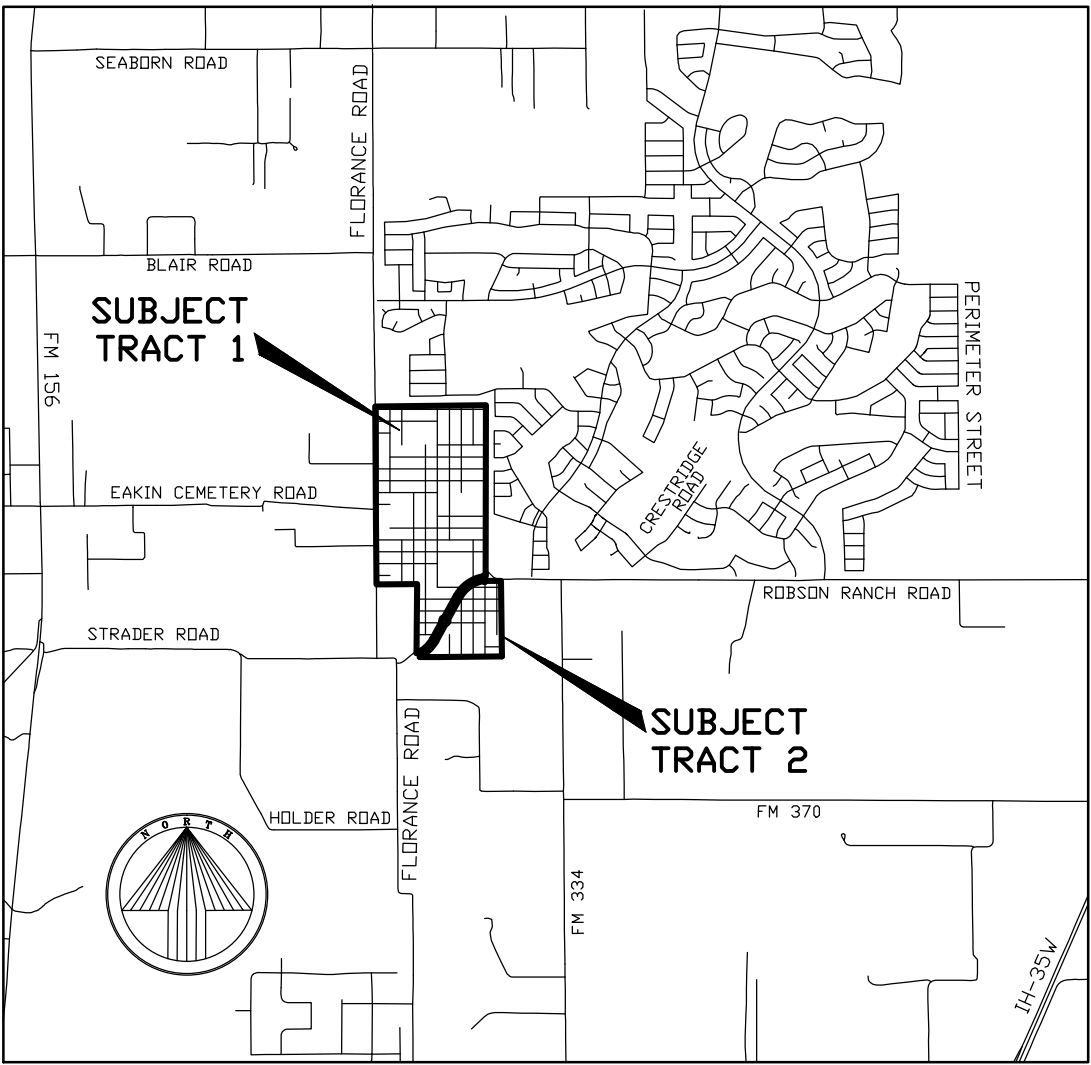
PRELIMINARY PLAT
OF
STARDUST RANCH
PHASES 1 & 2
BEING 258.147 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
150 SINGLE FAMILY RESIDENTIAL LOTS & 5 OPEN SPACE LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K, SUITE 100, PLANO, TEXAS 75074
972-422-1658
OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160
ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoods.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301



LEGEND	
CIRS	CIRCULAR IRON ROD WITH PLASTIC CAP SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
◆	STREET NAME CHANGE
▲	DENOTES LOT ORIENTATION

PRELIMINARY PLAT
OF
STARDUST RANCH
PHASES 1 & 2
BEING 258.147 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
150 SINGLE FAMILY RESIDENTIAL LOTS & 5 OPEN SPACE LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)
DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K, SUITE 100, PLANO, TEXAS 75074
972-422-1658
OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160
ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
TollFree (888) 937-5150 Plano, TX 75093
westwoods.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

NOTES (

1. The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.

2. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.

3. Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act(Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit.

MATCH LINE A

4. Area not located in floodplain or floodway.
5. Denton County Deed Records Tract Ownership: Wilma Joyce Roach in Warranty Deed 2005-161857; Velta M. Yarbrough in Warranty Deed 2005-161856

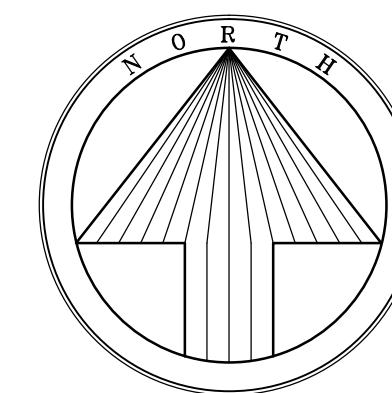
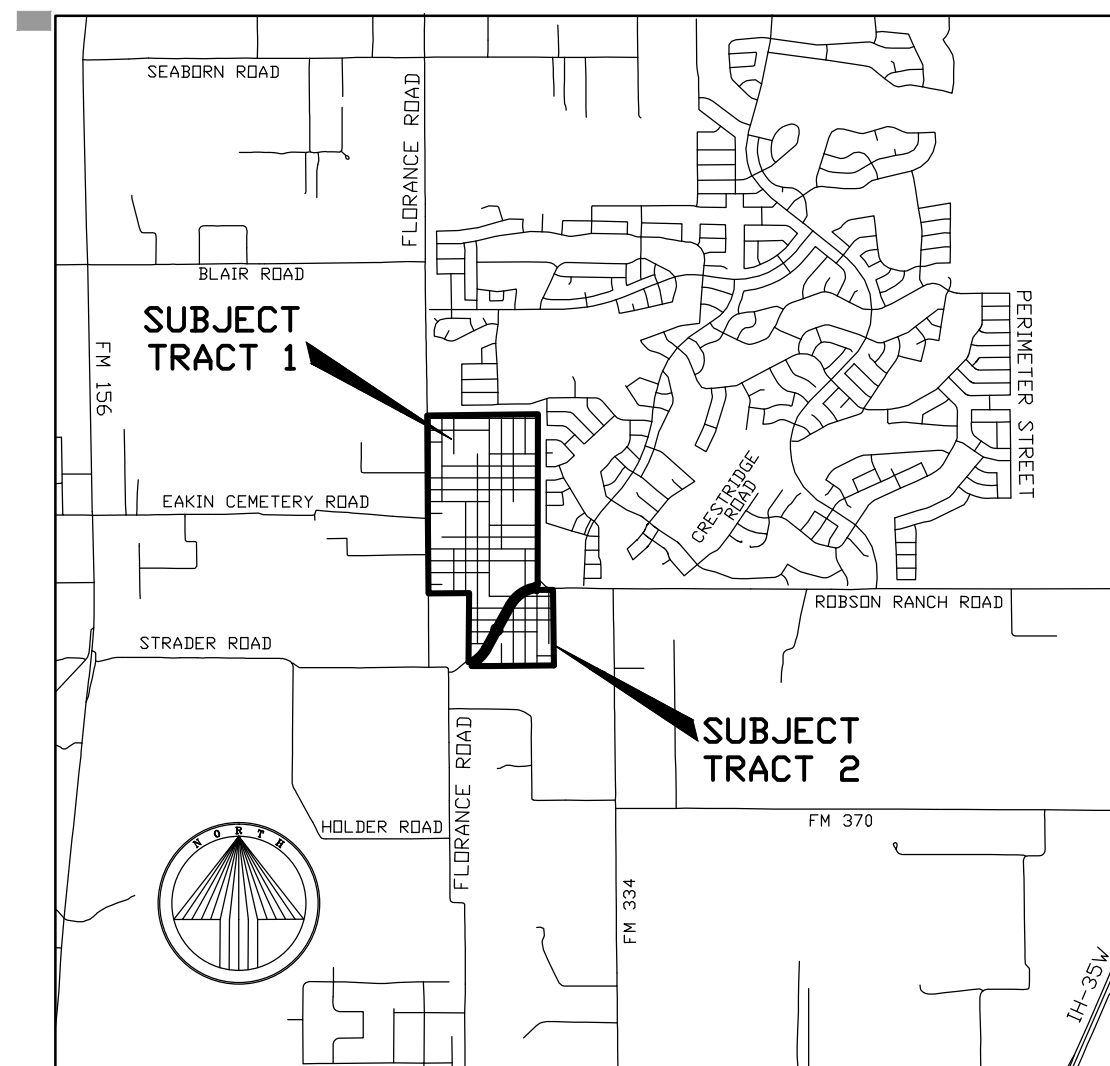
6. Open Space Lots to be owned and maintained by the H.O.A.

7. No structures intended for human habitation shall be constructed within any no build gas well easement. The no build gas well easement shall automatically be abandoned upon abandonment and plugging of the gas well located within the easement. The gas well shall be officially abandoned upon meeting the requirements of the Town of Northlake regarding gas well abandonment and filing of Form W-3 with the Railroad Commission of Texas.

8. Landscaping and fencing within the Landscape, Fence & Trail Easements shall be owned and maintained by the HOA. Any trail within the easement shall be dedicated to the Town of Northlake to provide public access for pedestrians and bicycles.

MATCH LINE A

MATCH LINE A



LEGEND	
CIRS	CIRCULAR IRON ROD WITH PLASTIC CAP SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
◆	STREET NAME CHANGE
▲	DENOTES LOT ORIENTATION

PRELIMINARY PLAT OF STARDUST RANCH PHASES 1 & 2

BEING 258.147 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
150 SINGLE FAMILY RESIDENTIAL LOTS & 5 OPEN SPACE LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K, SUITE 100, PLANO, TEXAS 75074
972-422-1658

OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160

ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodps.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

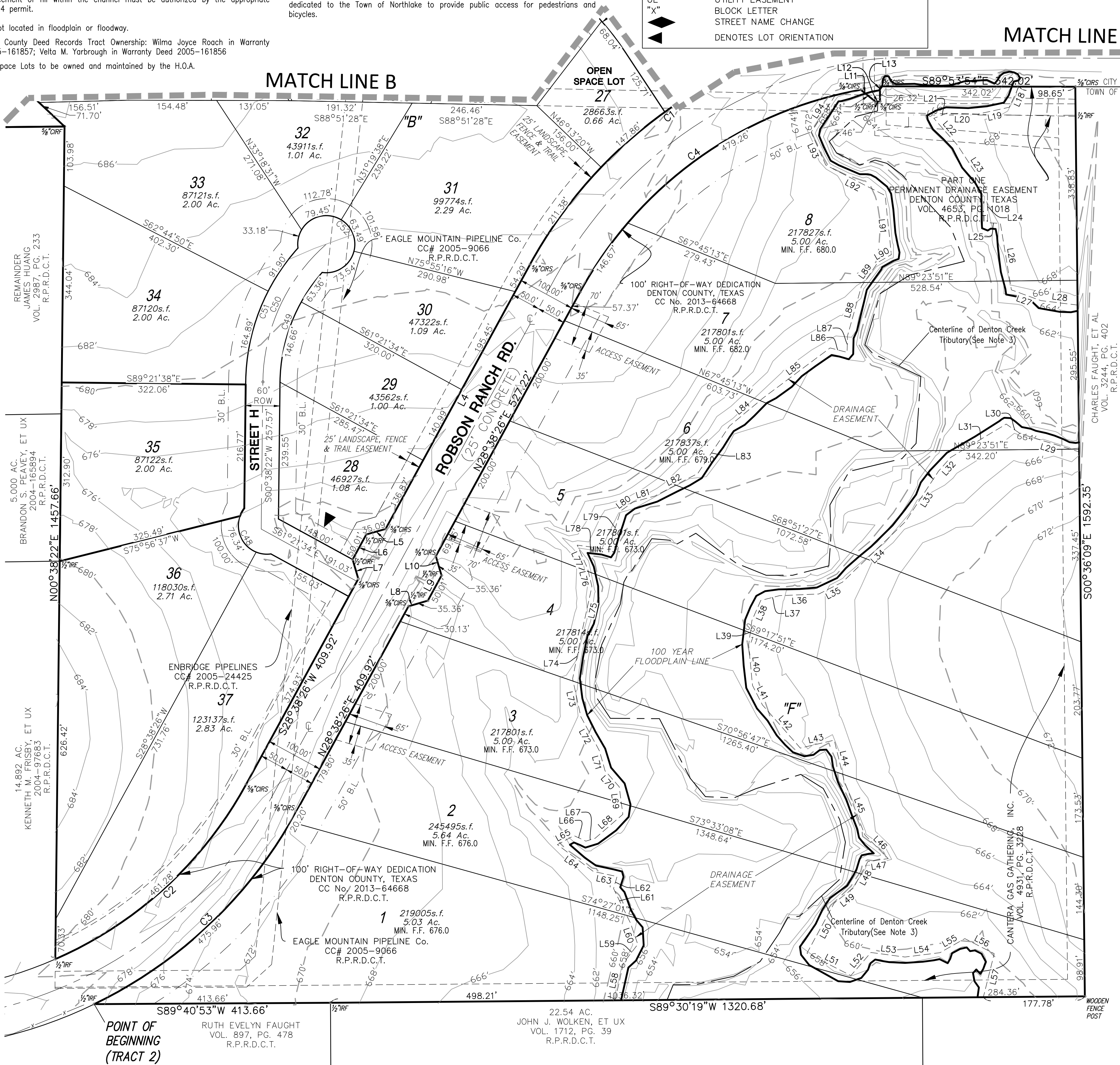
- The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to shown control monuments.
- Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.
- Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act(Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit.
- Area not located in floodplain or floodway.
- Denton County Deed Records Tract Ownership: Wilma Joyce Roach in Warranty Deed 2005-161857; Velta M. Yarbrough in Warranty Deed 2005-161856
- Open Space Lots to be owned and maintained by the H.O.A.

- No structures intended for human habitation shall be constructed within any no build gas well easement. The no build gas well easement shall automatically be abandoned upon abandonment and plugging of the gas well located within the easement. The gas well shall be officially abandoned upon meeting the requirements of the Town of Northlake regarding gas well abandonment and filing of Form W-3 with the Railroad Commission of Texas.
- Landscaping and fencing within the Landscape, Fence & Trail Easements shall be owned and maintained by the HOA. Any trail within the easement shall be dedicated to the Town of Northlake to provide public access for pedestrians and bicycles.

LEGEND

CIRS	CIRCULAR IRON ROD WITH PLASTIC CAP SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
◆	STREET NAME CHANGE
◀	DENOTES LOT ORIENTATION

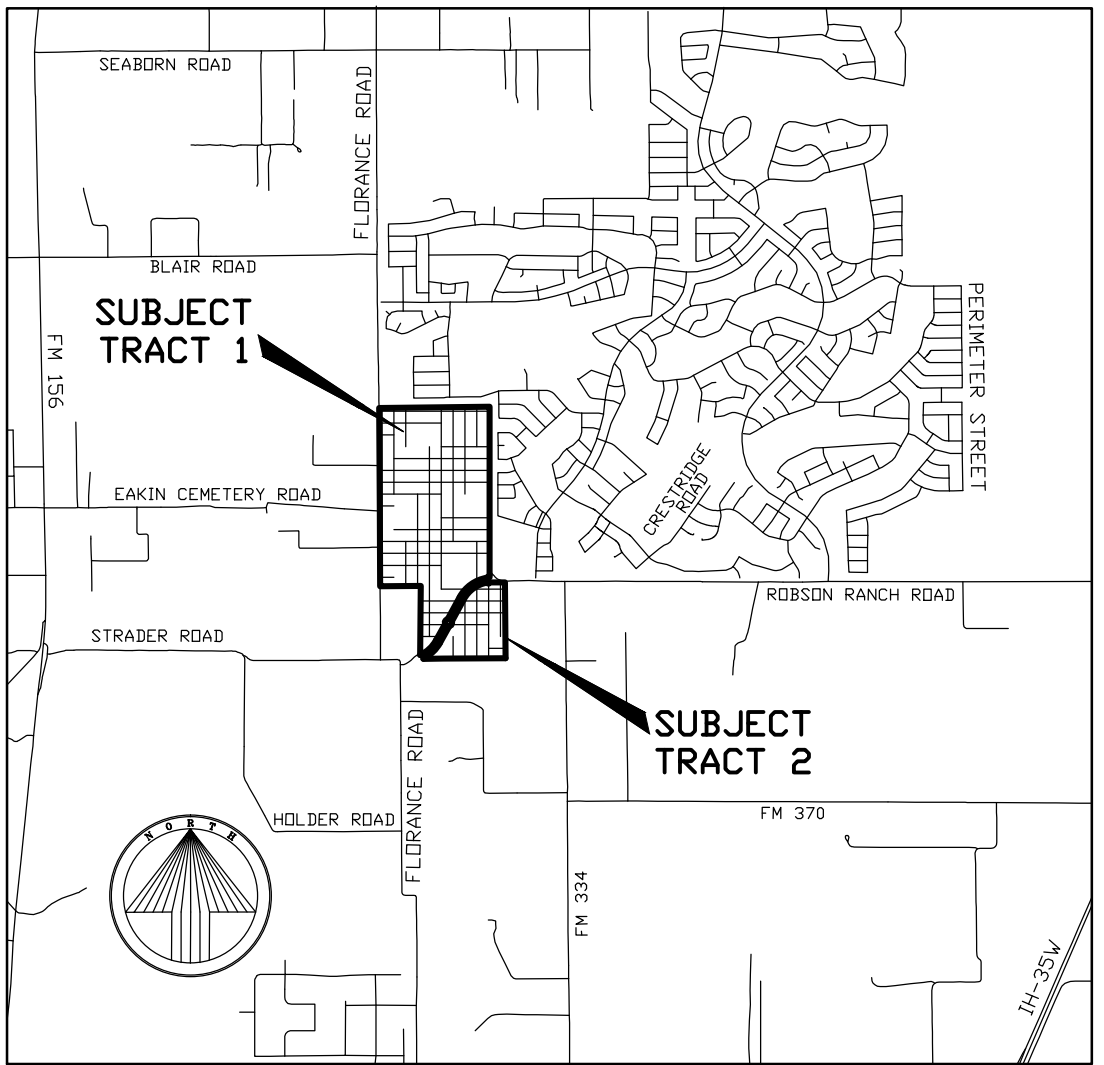
MATCH LINE B



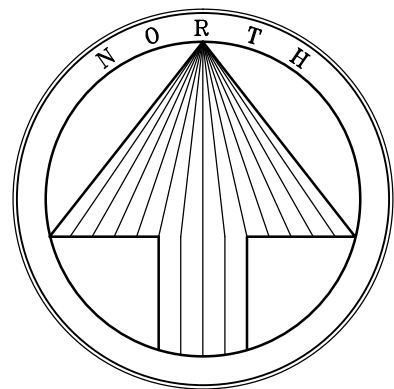
LINE TABLE		
LINE #	LENGTH	BEARING
L1	50.01	S00°33'12\"E
L2	52.74	N89°58'42\"W
L3	22.14	S38°51'41\"W
L4	527.60	S28°38'26\"W
L5	35.09	S74°04'54\"W
L6	50.01	S28°38'26\"W
L7	35.36	S16°21'34\"E
L8	35.36	N73°38'26\"E
L9	50.01	N28°38'26\"E
L10	35.37	N16°21'34\"W
L11	33.61	S51°08'19\"E
L12	7.46	N83°51'41\"E
L13	26.32	N00°09'09\"W
L14	122.00	N00°37'07\"W
L15	140.51	S34°13'26\"E
L16	30.00	S89°58'23\"E
L17	125.14	S33°29'07\"E

LINE TABLE		
LINE #	LENGTH	BEARING
L18	39.98	N25°11'19\"E
L19	56.31	N77°47'15\"E
L20	53.85	S88°18'27\"E
L21	24.87	N68°39'03\"E
L22	62.72	N41°23'49\"W
L23	95.13	N33°20'02\"W
L24	56.21	N00°25'01\"W
L25	22.38	N86°57'12\"W
L26	117.89	N09°25'05\"W
L27	54.88	N69°55'11\"W
L28	64.84	N83°05'09\"W
L29	107.31	S72°51'25\"E
L30	30.44	S56°10'50\"E
L31	113.48	N58°58'39\"E
L32	32.14	N41°21'04\"E
L33	105.69	N33°16'59\"E
L34	152.51	N46°08'34\"E
L35	46.26	N63°16'24\"E
L36	68.75	N87°38'41\"E
L37	34.14	N75°37'36\"E
L38	38.59	N23°45'42\"E
L39	42.76	N07°35'56\"E
L40	71.52	N05°26'36\"W
L41	37.96	N27°05'16\"W
L42	100.73	N41°15'46\"W
L43	60.96	S76°52'24\"W
L44	71.82	N13°39'40\"W
L45	102.67	N20°48'38\"W

L46	58.31	N44°42'08\"W
L47	36.02	N81°25'47\"E
L48	52.86	N28°46'16\"E
L49	42.29	N52°04'26\"E
L50	100.02	N28°32'02\"E
L51	86.34	N62°56'42\"W
L52	53.49	S40°56'46\"W
L53	60.05	N82°23'33\"W
L54	61.82	S82°54'42\"W
L55	50.00	S60°33'02\"W
L56	57.77	N62°56'49\"W
L57	78.58	N14°04'07\"E
L58	67.08	N12°41'36\"E
L59	41.07	N37°21'55\"E
L60	39.03	N18°50'38\"W
L61	67.61	N26°08'39\"W
L62	22.00	N16°34'23\"E
L63	42.48	N77°56'20\"W
L64	78.59	N53°18'47\"W
L65	33.19	N61°40'46\"E
L66	22.81	S64°44'06\"E
L67	17.12	N72°29'02\"E
L68	63.96	N49°11'33\"E
L69	48.70	N07°25'06\"W
L70	37.53	N41°36'49\"W
L71	36.26	N15°34'52\"W
L72	67.53	N28°38'37\"W
L73	68.23	N12°23'14\"W
L74	83.65	N11°16'29\"E
L75	81.77	N12°20'23\"E
L76	32.08	N13°25'25\"W
L77	44.86	N24°07'24\"W
L78	55.22	S82°15'10\"E
L79	70.46	N17°31'34\"E
L80	26.47	N54°15'43\"E
L81	40.45	N74°23'51\"E
L82	84.57	N62°08'48\"E
L83	99.64	N33°44'07\"E
L84	77.57	S50°13'40\"W
L85	145.65	S53°14'54\"W
L86	30.78	S75°27'16\"E
L87	28.35	N01°09'29\"E
L88	89.87	N15°33'01\"E
L89	51.71	N34°24'34\"E
L90	27.15	N60°02'04\"E
L91	103.93	N06°00'45\"W
L92	116.91	N62°48'05\"W
L93	62.79	N23°56'45\"W
L94	77.34	N33°06'44\"E



VICINITY MAP
N.T.S.



OPEN SPACE LOTS		
BLOCK A – LOT 15	4.4268 ACRES	
BLOCK B – LOT 27	0.6580 ACRES	
BLOCK D – LOT 1	5.6244 ACRES	
BLOCK D – LOT 24	5.3108 ACRES	
BLOCK E – LOT 1	3.1300 ACRES	
LANDSCAPE EASEMENT	4.1755 ACRES	
TOTAL	23.3255 ACRES(11%)	

PRELIMINARY PLAT
OF
STARDUST RANCH
PHASES 1 & 2
BEING 258.147 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
150 SINGLE FAMILY RESIDENTIAL LOTS & 5 OPEN SPACE LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.

2309 AVENUE K, SUITE 100, PLANO, TEXAS 75074
972-422-1658

OWNER
JOYCE ROACH & VELTA MAE YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160

ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
TollFree (888) 937-5150 Plano, TX 75093
westwoods.com

Westwood Professional Services, Inc.
Survey Firm Number: 10074301

OWNER'S CERTIFICATE
TRACT 1

STATE OF TEXAS)
COUNTY OF DENTON)

Being a 217.482 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the Town of Northlake, Denton County, Texas, and being all of the 107.233 acre tract of land conveyed to Velta Mae Yarbrough by deed of record in County Clerk File No. 2005–161856 of the Real Property Records, Denton County, Texas, and being a part of the 155.170 acre tract of land conveyed to Wilma J. Roach by deed of record in County Clerk File No. 2005–161857 of said Real Property Records, said 217.482 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found in the center of Florance Road (public) at the intersection with the south line of Yarbrough Road (public) for the northwest corner of said 107.233 acre tract, said rod lying South 03°11' East 49.1 feet from a 1/2" iron rod found at the most westerly southwest corner of the 2426.81 acre tract of land conveyed to Robson Denton Development, LP by deed of record in Volume 4373, Page 225 of said Real Property Records;

Thence North 89°22'53" East with the south line of said Yarbrough Road and a south line of said 2426.81 acre tract, a distance of 2,330.60 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said 155.170 acre tract, said rod lying South 00°02' West 47.74 feet from a 1/2" iron rod found for an angle point in the west line of said 2426.61 acre tract;

Thence South 00°01'37" West continuing with said Yarbrough Road and a west line of said 2426.81 acre tract, a distance of 3,543.19 feet to a 1/2" iron rod found at the northeast corner of the permanent drainage easement (Part 2) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

Thence South 0°33'12" East continuing with said Yarbrough Road, the west line of said 2426.81 acre tract, and the east line of said drainage easement a distance of 50.01 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of the 5.3402 acre "100'Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013–64668 of said Real Property Records, said rod maintaining the southeast corner of the herein described 217.482 acre tract;

Thence in a southwesterly direction with the north line of said the 5.3402 acre "100' Right-of-Way Dedication" the following calls and distances:

North 89°58'42" West a distance of 52.74 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 38°51'41" West a distance of 22.14 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to left having a radius of 800.11 feet and an arc length of 719.82 feet (chord bears South 54°24'50" West, 695.79 feet) to set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 527.60 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 74°04'54" West a distance of 35.09 feet to a found 1/2" iron rod;

South 28°38'26" West a distance of 50.01 feet to a found 1/2" iron rod;

South 16°21'34" East a distance of 35.36 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 28°38'26" West a distance of 409.92 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 461.28 feet (chord bears South 47°30'57" West, 452.98 feet) to a 1/2" iron rod found at the intersection of the north line of said 5.3402 acre "100'Right-of-Way Dedication" with the east line of the 14.892 acre tract of land conveyed to Kenneth M. Frisby, et ux by deed of record in County Clerk's File No. 2004–97683 of said Real Property Records, said rod being the most southerly southwest corner of the herein described tract;

Thence North 00°38'22" East with a west line of said 155.170 acre tract, at 696.7 feet passing a 1/2" iron rod found at the northeast corner of said 14.892 acre tract and the southeast corner of the 5.000 acre tract of land conveyed to Brandon Peavey, et ux by deed of record in County Clerk's File No. 2004–165894 of said Real Property Records, and continuing a total distance of 1,457.66 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set in the south line of said 107.233 acre tract for the northeast corner of that tract of land conveyed to James Huang by deed of record in Volume 2987, Page 233 of said Real Property Records;

Thence South 89°30'26" West with said south line, a distance of 856.79 feet to a 1/2" iron rod found in the center of said Florence Road and in the east line of the 55.06 acre tract of land (East Tract) conveyed to Jeanette Sexton Hathorn by deed of record in County Clerk's File No. 2012–75555 of said Real Property Records, said rod being the southwest corner of said 107.233 acre tract;

Thence North 00°25'53" West with the center of said Florence Road and the west line of said 107.233 acre tract, a distance of 1,574.40 feet to a 1/2" iron rod found at the southeast corner of the 3,160 acre tract of land conveyed to Lawrence P. Seidemann by deed of record in Volume 2699, Page 765 of said Real Property Records;

Thence North 00°20'55" West continuing along said centerline and west line, a distance of 2,181.77 feet to the Point-of-Beginning and containing 217.482 acres of land.

NOTES)(

1. The bearings shown hereon are created from actual field surveys, NAD83 Texas North Central Zone (4202), Grid Bearings & Ties to show control monuments.

2. Selling a portion of any lot in this addition by metes and bounds is a violation of state law and city ordinance and is subject to penalties imposed by law.

3. Denton Creek Tributary 14.5 is a Water of the United States Regulated by the U.S. Army Corps of Engineers under section 404 of the clean water act(Section 404). Placement of fill within the channel must be authorized by the appropriate section 404 permit.

4. Area not located in floodplain or floodway.

5. Denton County Deed Records Tract Ownership: Wilma Joyce Roach in Warranty Deed 2005–161857; Velta M. Yarbrough in Warranty Deed 2005–161856

6. Open Space Lots to be owned and maintained by the H.O.A.

7. No structures intended for human habitation shall be constructed within any no build gas well easement. The no build gas well easement shall automatically be abandoned upon abandonment and plugging of the gas well located within the easement. The gas well shall be officially abandoned upon meeting the requirements of the Town of Northlake regarding gas well abandonment and filing of Form W-3 with the Railroad Commission of Texas.

8. Landscaping and fencing within the Landscape, Fence & Trail Easements shall be owned and maintained by the HOA. Any trail within the easement shall be dedicated to the Town of Northlake to provide public access for pedestrians and bicycles.

OWNER'S CERTIFICATE
TRACT 2

STATE OF TEXAS)
COUNTY OF DENTON)

Being a 40.665 acre tract of land situated in the John E. Anderson Survey, Abstract No. 22 in the City of Northlake, Denton County, Texas, and being a part of the 155.170 acre tract of land conveyed to Wilma J. Roach by deed of record in County Clerk File No. 2005–161857 of said Real Property Records, said 40.665 acre tract of land being more particularly described as follows:

Beginning at a 1/2" iron rod found at the intersection of the south line of the 5.3402 acre "Right-of-Way Dedication" to the Denton County, Texas as shown in instrument of record in County Clerk's File No. 2013–64668 of said Real Property Records, with the south line of said 155.170 acre tract and the north line of that tract of land conveyed to Ruth E. Faught by deed of record in Volume 897, Page 478 of said Real Property Records;

Thence in a northeasterly direction with the south line of said 5.3402 acre "Right-of-Way Dedication" the following calls and distances:

A curve to the left having a radius of 800.11 feet and an arc length of 496.17 feet (chord bears North 46°24'21" East, 488.26 feet) to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 409.92 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 73°38'26" East a distance of 35.36 feet to a found 1/2" iron rod;

North 28°38'26" East a distance of 50.01 feet to a found 1/2" iron rod;

North 16°21'34" West a distance of 35.37 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

North 28°38'26" East a distance of 527.22 feet to a set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

A curve to the right having a radius of 700.09 feet and an arc length of 625.93 feet (chord bears North 54°15'13" East, 605.29 feet) to set 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS";

South 51°08'19" East a distance of 33.61 feet to a found 1/2" iron rod;

North 83°51'41" East a distance of 7.46 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set in the west line of the permanent drainage easement (Part 1) conveyed to Denton County, Texas by instrument of record in Volume 4653, Page 1018 of said Real Property Records;

North 00°09'09" West a distance of 26.32 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northwest corner of said drainage easement;

South 89°53'54" East a distance of 342.02 feet to a 5/8" iron rod with yellow plastic cap stamped "WESTWOOD PS" set for the northeast corner of said drainage easement;

Thence South 00°36'09" East with an east line of said 155.170 acre tract, at 50.0 feet passing a 1/2" iron rod found at the southeast corner of said drainage easement and continuing a total distance of 1,592.35 feet to a wood fence corner post found maintaining the southeast corner of said 155.70 acre tract;

Thence S 89°30'19" W with the south line of said 155.170 acre tract, passing the northeast corner of the 22.54 acre tract of land conveyed to John J. Wolken, et ux by deed of record in Volume 1712, Page 39 of said Real Property Records, and continuing along the north line thereof a total distance of 1,320.68 feet to a 1/2" steel rod found at the northwest corner of said 22.54 acre tract;

Thence South 89°40'53" West continuing with said south line, a distance of 413.66 feet to the Point-of-Beginning and containing 40.665 acres of land.

APPROVED BY THE TOWN COUNCIL ON:

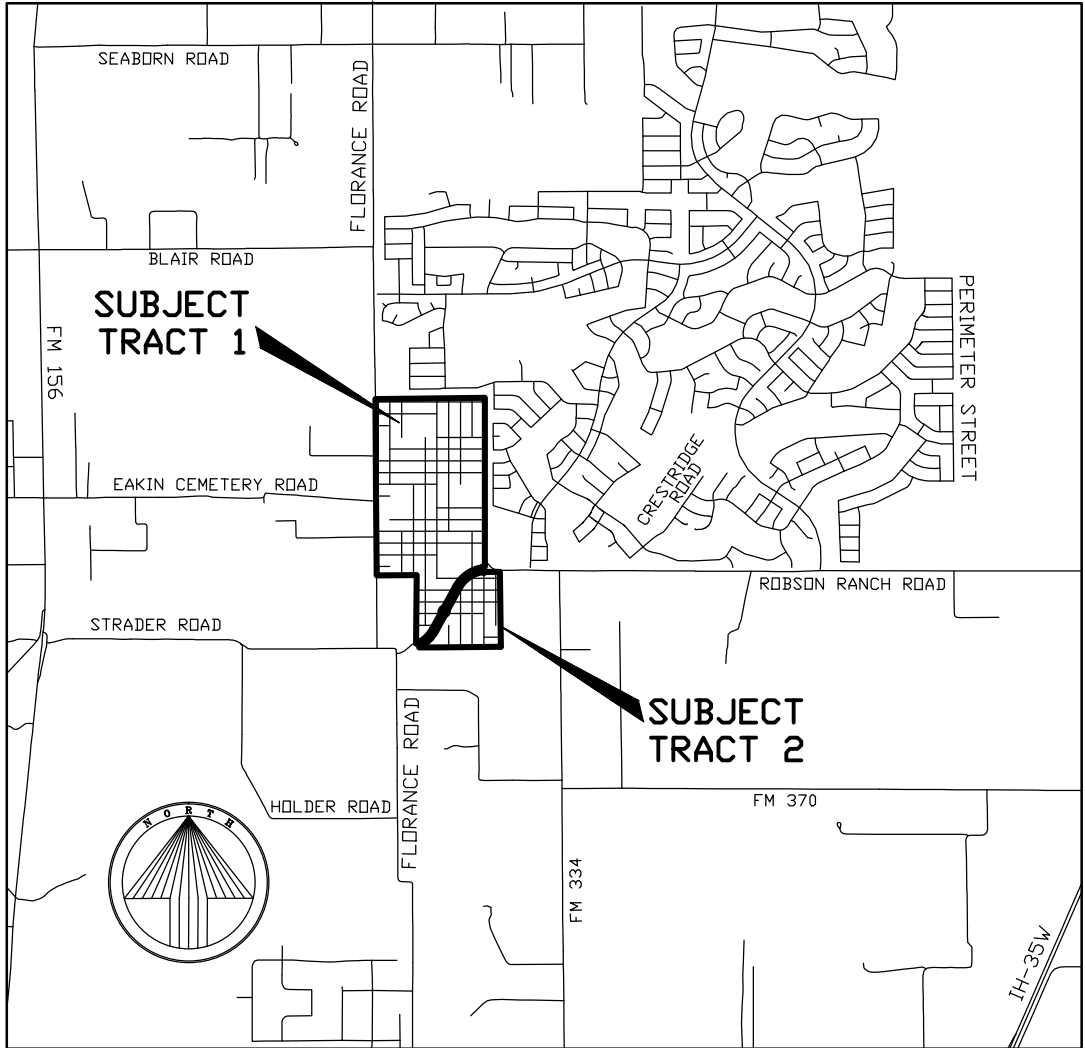
Date

Mayor, Town of Northlake

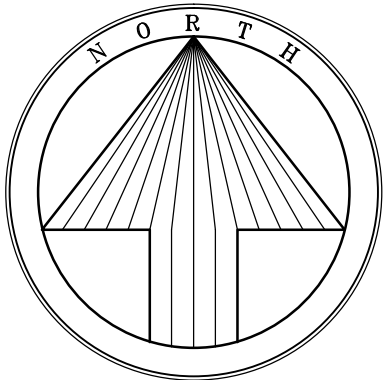
Town Secretary, Town of Northlake

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C1	051°32'48"	800.11'	S54°24'50"W	695.79'	719.82'
C2	037°45'04"	700.09'	S47°30'57"W	452.98'	461.28'
C3	035°31'50"	800.11'	N46°24'21"E	488.26'	496.17'
C4	051°13'35"	700.09'	N54°15'13"E	605.29'	625.93'
C5	090°00'00"	220.00'	N44°22'53"E	311.13'	345.58'
C6	090°00'00"	250.00'	N44°22'53"E	353.55'	392.70'
C7	050°14'39"	280.00'	N24°30'12"E	237.75'	245.54'
C8	027°27'16"	280.00'	N75°39'15"E	132.89'	134.17'
C9	025°08'53"	220.00'	S46°47'52"E	95.79'	96.56'
C10	025°08'53"	250.00'	S46°47'52"E	108.85'	109.73'
C11	025°08'53"	280.00'	S46°47'52"E	121.91'	122.90'
C12	059°23'55"	280.00'	N29°40'21"W	277.45'	290.28'
C13	059°23'55"	250.00'	N29°40'21"W	247.72'	259.18'
C14	059°23'55"	220.00'	N29°40'21"W	218.00'	228.07'
C15	286°15'37"	50.00'	S89°58'23"E	60.00'	249.81'
C16	018°51'26"	470.00'	S80°32'40"E	153.99'	154.69'
C17	018°51'26"	500.00'	S80°32'40"E	163.82'	164.56'
C18	018°51'26"	530.00'	S80°32'40"E	173.65'	174.43'
C19	019°30'10"	280.00'	N80°52'02"W	94.85'	95.31'
C20	019°30'10"	250.00'	N80°52'02"W	84.69'	85.10'
C21	019°30'10"	220.00'	N80°52'02"W	74.52'	74.89'
C22	140°16'59"	60.00'	S52°47'50"W	112.86'	146.90'
C23	039°52'02"	220.00'	N40°14'52"E	150.01'	153.08'
C24	059°51'09"	250.00'	N38°49'27"E	249.44'	261.16'
C25	050°19'03"	280.00'	N39°17'58"E	238.07'	245.90'
C26	137°17'28"	50.00'	S31°25'37"W	93.13'	119.81'

CURVE TABLE					
CURVE #	DELTA	RADIUS	CHORD BEARING	CHORD LENGTH	ARC LENGTH
C27	045°00'00"	280.00'	N68°07'07"W	214.30'	219.91'
C28	045°00'00"	250.00'	N68°07'07"W	191.34'	196.35'
C29	045°00'00"	220.00'	N68°07'07"W	168.38'	172.79'
C30	045°38'44"	280.00'	N22°47'45"W	217.21'	223.07'
C31	045°38'44"	250.00'	N22°47'45"W	193.94'	199.17'
C32	045°38'44"	220.00'	N22°47'45"W	170.67'	175.27'
C33	016°18'48"	1170.00'	S81°48'59"E	332.00'	333.13'
C34	286°14'54"	50.00'	S17°19'10"W	60.01'	249.80'
C35	018°14'52"	1200.00'	S80°50'58"E	380.57'	382.18'
C36	016°21'40"	1230.00'	S81°47'33"E	350.04'	351.24'
C37	015°55'45"	1170.00'	S82°00'31"E	324.23'	325.28'
C38	286°14'54"	50.00'	S16°56'07"W	60.01'	249.80'
C39	017°51'49"	1200.00'	S81°02'29"E	372.62'	374.13'
C40	015°58'37"	1230.00'	S81°59'05"E	341.88'	342.99'
C41	090°00'00"	50.00'	S44°58'23"E	70.71'	78.54'
C42	089°10'00"	220.00'	S45°00'54"E	308.86'	342.38'
C43	089°10'00"	250.00'	S45°00'54"E	350.97'	389.06'
C44	089°10'00"	280.00'	S45°00'54"E	393.09'	435.75'
C45	056°06'47"	560.00'	N61°32'30"W	526.78'	548.44'
C46	056°06'47"	530.00'	N61°32'30"W	498.56'	519.06'
C47	056°06'47"	500.00'	N61°32'30"W	470.34'	489.68'
C48	135°44'19"	50.00'	S30°21'36"E	92.63'	118.45'
C49	040°47'27"	295.00'	S21°02'05"W	205.61'	210.02'
C50	048°11'52"	325.00'	S24°44'18"W	265.40'	273.39'
C51	041°26'47"	355.00'	S21°21'46"W	251.24'	256.80'
C52	286°05'48"	50.00'	N44°41'41"W	60.11'	249.67'



VICINITY MAP
N.T.S.



LEGEND

CIRS	CIRCULAR IRON ROD WITH PLASTIC CAP SET
CIRF	CIRCULAR IRON ROD FOUND WITH PLASTIC CAP
P.R.D.C.T.	PLAT RECORDS, DENTON COUNTY, TEXAS
ESMT	EASEMENT
S.F.	SQUARE FOOT
DE	DRAINAGE EASEMENT
BL	BUILDING LINE
UE	UTILITY EASEMENT
"X"	BLOCK LETTER
◆	STREET NAME CHANGE
▲	DENOTES LOT ORIENTATION

PRELIMINARY PLAT
OF
STARDUST RANCH
PHASES 1 & 2
BEING 258.147 ACRES IN THE
J.E. ANDERSON SURVEY, ABSTRACT NO. 22
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TX
150 SINGLE FAMILY RESIDENTIAL LOTS & 5 OPEN SPACE LOTS
ZONED RURAL RESIDENTIAL (RR) &
RURAL ESTATES PLANNED DEVELOPMENT(RE-PD)

DEVELOPER
DOUGLAS PROPERTIES INC.
2309 AVENUE K, SUITE 100, PLANO, TEXAS 75074
972-422-1658

OWNER
JOYCE ROACH & Velta Mae YARBOROUGH
7338 COUNTRYSIDE LANE, JUSTIN, TX 76247
940-648-3160
ENGINEER/SURVEYOR

Westwood

Phone (214) 473-4640 2740 North Dallas Parkway, Suite 280
Toll Free (888) 937-5150 Plano, TX 75093
westwoodsps.com
Westwood Professional Services, Inc.
Survey Firm Number: 10074301



Exhibit D Water Main

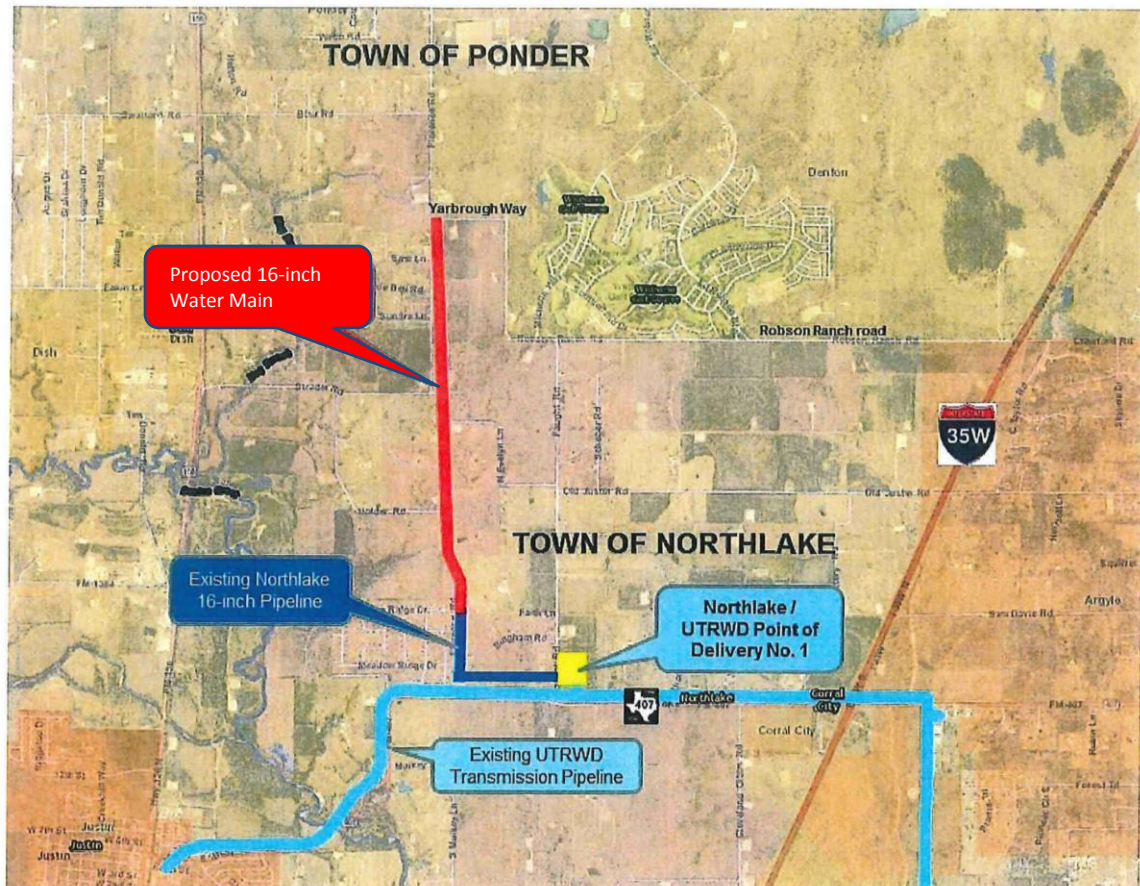


Exhibit E
Estimate of Probable Cost
UTRWD Oversizing

Westwood

ESTIMATE OF PROBABLE COST

STARDUST RANCH PHASE 1

City of Northlake

Lots: 150

July 20, 2016

CONSTRUCTION COSTS					
I. Water Mains (STA 0+00 to 65+20)		Unit	Quantity	Unit Price	Amount
1	16" Water Main (C900-07 DR18)	LF	6,520	\$56.75	\$370,010.00
2	Bore For 16" Main	LF	439	\$351.75	\$154,418.25
3	24" Encasement Pipe	LF	439	\$70.25	\$30,839.75
4	12" Water Main (C900-07 DR18)	EA	110	\$43.85	\$4,823.50
5	16" Gate Valves	EA	12	\$7,404.00	\$88,848.00
6	12" Gate Valves	EA	2	\$2,057.00	\$4,114.00
7	Blowoff Valve	EA	4	\$4,230.00	\$16,920.00
8	Air Release Valve	EA	1	\$1,230.00	\$1,230.00
9	Fire Hydrants Assembly w/Valve	EA	5	\$5,670.00	\$28,350.00
10	Rem. & Rep. Ex. Conc. Driveway	SY	40	\$117.00	\$4,680.00
11	Connect To Existing	EA	1	\$1,678.00	\$1,678.00
12	Water Test	LS	1	\$2,616.60	\$2,616.60
13	Trench Safety	LF	6,630	\$0.15	\$994.50
Total Water Mains (STA 0+00 to 65+20)					\$709,522.60

II. Water Mains (STA 65+20 to End)		Unit	Quantity	Unit Price	Amount
1	16" Water Main (C900-07 DR18)	LF	6,400	\$56.75	\$363,200.00
2	8" Water Main (C900-07 DR18)	EA	40	\$29.50	\$1,180.00
3	16" Gate Valves	EA	14	\$7,404.00	\$103,656.00
4	8" Gate Valves	EA	1	\$1,160.00	\$1,160.00
5	Blowoff Valve	EA	2	\$4,230.00	\$8,460.00
6	Air Release Valve	EA	1	\$1,230.00	\$1,230.00
7	Fire Hydrants Assembly w/Valve	EA	10	\$5,670.00	\$56,700.00
8	Meter Boxes	EA	12	\$78.50	\$942.00
9	1" Services	EA	12	\$2,425.00	\$29,100.00
10	Water Test	LS	1	\$2,584.50	\$2,584.50
11	Trench Safety	LF	6,440	\$0.15	\$966.00
Total Water Mains (STA 65+20 to End)					\$569,178.50

TOTAL CONSTRUCTION COSTS	\$1,278,701.10
---------------------------------	-----------------------

UTRWD Upsize Reimbursement		Unit	Quantity	Unit Price	Amount
1	Diff. 16" and 12" Water Main	LF	12,920	\$12.90	\$166,668.00
2	Diff. 16" and 12" Gate Valves	EA	26	\$5,347.00	\$139,022.00
3	Diff. 16" and 12" Bore	LF	439	\$30.00	\$13,170.00
4	Diff. 24" and 20" Encasement Pipe	EA	439	\$7.60	\$3,336.40
Total UTRWD Upsize Reimbursement					\$322,196.40

Interstate Pipeline Utility Construction

P.O. Box 152957
 Dallas, TX 75315
 P/F: (214) 296-9744

Date: 6/17/2016

To: Royal Crest Properties, LLC
 c/o Westwood Professional Services
 2740 N DALLAS PKWY STE 280
 PLANO, TX 75093

Project: Stardust Ranch Phase 1

Location: Town of Northlake, Texas

Interstate Pipeline is pleased to provide a quote for the above referenced project. Please review the following bid items and associated costs. This quote is based on plans provided by: Westwood Professional Services, Inc.

BID ITEM	ITEM DESCRIPTION	QTY	UoM	UNIT PRICE	EXTENDED PRICE
<u>WATER</u>					
1	16" WATER MAIN (C900-07 DR18)	15505	LF	\$56.75	\$879,908.75
2	BORE FOR 16" MAIN	528	LF	\$351.75	\$185,724.00
3	24" (.375) ENCASEMENT PIPE	528	LF	\$70.25	\$37,092.00
4	12" WATER MAIN (C900-07 DR18)	140	LF	\$43.85	\$6,139.00
5	8" WATER MAIN (C900-07 DR18)	690	LF	\$29.50	\$20,355.00
6	16" GATE VALVES	38	EA	\$7,404.00	\$281,352.00
7	12" GATE VALVES	2	EA	\$2,057.00	\$4,114.00
8	8" GATE VALVES	5	EA	\$1,160.00	\$5,800.00
9	BLOWOFF VALVES	6	EA	\$4,230.00	\$25,380.00
10	1" AIR RELEASE VALVE	4	EA	\$1,230.00	\$4,920.00
11	FIRE HYDRANT ASSEMBLY w/ VALVE	21	EA	\$5,670.00	\$119,070.00
12	METER BOXES	20	EA	\$78.50	\$1,570.00
13	1" SERVICES	12	EA	\$2,425.00	\$29,100.00
14	1" SERVICES (BORE ACROSS STREET)	8	EA	\$2,280.00	\$18,240.00
15	REM. & REPL. EX. CONC. DRIVE PVMT.	40	SY	\$117.00	\$4,680.00
16	CONN. TO EX.	1	EA	\$1,678.00	\$1,678.00
17	WATER TEST	1	LS	\$6,387.00	\$6,387.00
18	TRENCH SAFETY	16335	LF	\$0.15	\$2,450.25
SUB-TOTAL					\$1,633,960.00
<u>STORM</u>					
1	18" RCP CLIII	418	LF	\$47.98	\$20,055.64
2	24" RCP CLIII	402	LF	\$122.00	\$49,044.00
3	(2) - 3' x 2' CONC. BOX CULVERT	63	LF	\$389.00	\$24,507.00
4	(2) - 3' x 2' TYPE "C" HDWL.	2	EA	\$2,000.00	\$4,000.00
5	18" TYPE "C" HDWL.	20	EA	\$735.00	\$14,700.00
6	24" TYPE "C" HDWL.	20	EA	\$1,000.00	\$20,000.00
7	CONCRETE SPILLWAY	1	EA	\$6,000.00	\$6,000.00
8	DETENTION POND EXCAVATION	5000	CY	NO BID	NO BID
9	BERM (APPROX. 2' HIGH)	500	EA	\$10.00	\$5,000.00
10	GRADE TO DRAIN (SECT D-D, SHEET 13)	240	LF	\$10.00	\$2,400.00
11	GRADE TO DRAIN (SECT K-KD, SHEET 11)	700	LF	\$10.00	\$7,000.00
12	GRADE TO DRAIN (ROAD DITCH, SHEET 7-10)	3650	LF	\$8.00	\$29,200.00
13	GROUTED ROCK RIP-RAP	30	SY	\$124.00	\$3,720.00
14	TRENCH SAFETY	883	LF	\$1.20	\$1,059.60
SUB-TOTAL					\$186,686.24
TOTAL					\$1,820,646.24

PROVISIONS:

1. Erosion control for stage one inlet protection (inlet bottoms only) is included and all other erosion control and maintenance by others.
2. All underground utility conflicts to be relocated by others.

3. Proposal based on utility work being installed prior to any new gas, electric, cable or other utilities.
4. Proposal based on dirt contractor cutting the parkway to final grade from ROW to ROW, giving us a place to loose the majority of the utility spoils.
5. Exclusions:
 - a. Tree Protection and Clearing
 - b. Landscaping and Sprinklers
 - c. Traffic Control
 - d. Seeding, Sodding and Hydromulching
 - e. Density and Soils Testing
 - f. Inspection Fees and Permits
 - g. Construction Staking, Layout and Surveying
 - h. Additional Mobilization
 - i. Lab Cost and Water Meters
 - j. Payment, Performance, & Maintenance Bond
 - k. Sidewalk and Driveway Removal and Replacement
 - l. Grade to Drain
 - m. Relocate Existing Fence (sheets 26-29)
6. Roadway sub-grade must be +/- 0.20 of a foot prior to construction and will be returned to like condition upon completion.
7. Balance of the utility spoils will be spread on adjacent lots next to the ditch. Any transport of surplus excavation will b by others.
8. Paving contractor to install and wipe manhole grade adjustment rings.

Signed: _____

Name: Jason J. Daniels
Title: President

Exhibit F
Estimate of Probable Cost
Impact Fee Oversizing

Westwood

ESTIMATE OF PROBABLE COST

STARDUST RANCH PHASE 1

City of Northlake

Lots: 150

August 4, 2016

CONSTRUCTION COSTS					
I. Water Mains (STA 0+00 to 65+20)		Unit	Quantity	Unit Price	Amount
1	16" Water Main (C900-07 DR18)	LF	6,520	\$56.75	\$370,010.00
2	Bore For 16" Main	LF	439	\$351.75	\$154,418.25
3	24" Encasement Pipe	LF	439	\$70.25	\$30,839.75
4	12" Water Main (C900-07 DR18)	EA	110	\$43.85	\$4,823.50
5	16" Gate Valves	EA	12	\$7,404.00	\$88,848.00
6	12" Gate Valves	EA	2	\$2,057.00	\$4,114.00
7	Blowoff Valve	EA	4	\$4,230.00	\$16,920.00
8	Air Release Valve	EA	1	\$1,230.00	\$1,230.00
9	Fire Hydrants Assembly w/Valve	EA	5	\$5,670.00	\$28,350.00
10	Rem. & Rep. Ex. Conc. Driveway	SY	40	\$117.00	\$4,680.00
11	Connect To Existing	EA	1	\$1,678.00	\$1,678.00
12	Water Test	LS	1	\$2,616.60	\$2,616.60
13	Trench Safety	LF	6,630	\$0.15	\$994.50
Total Water Mains (STA 0+00 to 65+20)					\$709,522.60

II. Water Mains (STA 65+20 to End)		Unit	Quantity	Unit Price	Amount
1	16" Water Main (C900-07 DR18)	LF	6,400	\$56.75	\$363,200.00
2	8" Water Main (C900-07 DR18)	EA	40	\$29.50	\$1,180.00
3	16" Gate Valves	EA	14	\$7,404.00	\$103,656.00
4	8" Gate Valves	EA	1	\$1,160.00	\$1,160.00
5	Blowoff Valve	EA	2	\$4,230.00	\$8,460.00
6	Air Release Valve	EA	1	\$1,230.00	\$1,230.00
7	Fire Hydrants Assembly w/Valve	EA	10	\$5,670.00	\$56,700.00
8	Meter Boxes	EA	12	\$78.50	\$942.00
9	1" Services	EA	12	\$2,425.00	\$29,100.00
10	Water Test	LS	1	\$2,584.50	\$2,584.50
11	Trench Safety	LF	6,440	\$0.15	\$966.00
Total Water Mains (STA 65+20 to End)					\$569,178.50

TOTAL CONSTRUCTION COSTS	\$1,278,701.10
---------------------------------	-----------------------

Water Main (STA 0+00 to 65+20)					
Northlake Impact Fee credits		Unit	Quantity	Unit Price	Amount
1	Diff. 12" and 8" Water Main	LF	6,520	\$14.35	\$93,562.00
2	Diff. 12" and 8" Gate Valves	EA	12	\$897.00	\$10,764.00
3	Diff. 12" and 8" Bore	LF	439	\$30.00	\$13,170.00
4	Diff. 20" and 16" Encasement Pipe	EA	439	\$7.60	\$3,336.40
5	12" Water Main (C900-07 DR18)	EA	110	\$43.85	\$4,823.50
6	12" Gate Valves	EA	2	\$2,057.00	\$4,114.00
7	Air Release Valve	EA	1	\$1,230.00	\$1,230.00
8	Fire Hydrants Assembly w/Valve	EA	5	\$5,670.00	\$28,350.00
9	Blowoff Valve	EA	4	\$4,230.00	\$16,920.00
Total Northlake Impact Fee credits					\$176,269.90

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-36

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, PURSUANT TO SECTION 395.042, TEXAS LOCAL GOVERNMENT CODE, SETTING A PUBLIC HEARING TO CONSIDER LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN AND PROVIDING FOR PUBLICATION OF THIRTY (30) DAYS NOTICE OF SUCH PUBLIC HEARING; APPOINTING THE CAPITAL IMPROVEMENTS ADVISORY COMMITTEE REQUIRED BY SECTION 395.058, TEXAS LOCAL GOVERNMENT CODE; AND ADOPTING PROCEDURAL RULES FOR SUCH COMMITTEE.

WHEREAS, pursuant to Chapter 395, Texas Local Government Code, the Town Council desires to adopt roadway impact fees on new development adequate to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to the new development; and

WHEREAS, Chapter 395, Texas Local Government Code, requires certain notices, hearings, and processes for such impact fees adoption; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to begin the process for adoption of roadway impact fees pursuant to Chapter 395, Texas Local Government Code.

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

Section 1.

A public hearing shall be held on the 10th day of November, 2016, at 5:30 p.m. in the Town Council Chambers, Town of Northlake Town Hall, to consider adoption of Land Use Assumptions and a Capital Improvements Plan under which an impact fee may be imposed.

Section 2.

Notice of such hearing in the following format shall be posted before the 30th day prior to the date of such public hearing:

“NOTICE OF PUBLIC HEARING ON LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENTS PLAN RELATING TO POSSIBLE ADOPTION OF IMPACT FEES.

A hearing shall be held at 5:30 p.m., Thursday, November 10, 2016, in the Town Council Chambers, Town of Northlake Town Hall, 1400 FM 407, Northlake, Texas, 76247. The purpose of the hearing is to consider the land use assumptions and a capital improvements plan under which an impact fee may be imposed. Any member of the public has the right to appear at the hearing and present evidence for or against the land use assumptions and capital improvements plan.”

Section 3.

The following named individuals are hereby appointed as the Capital Improvements Advisory Committee required by Section 395.058 of the Texas Local Government Code:

Hillary Simpson

Tim Coltart

Austin Jackson

Dennis Lambrecht

Dale Toon

Section 4.

The Capital Improvements Advisory Committee shall convene as soon as possible and review the proposed Land Use Assumptions and Capital Improvements Plan and shall give notice of all of its meetings to consider and make recommendations as required by the Open Meetings Act.

Section 5.

The Capital Improvements Plan and Land Use Assumptions used to formulate the roadway impact fees to be considered shall be made available to the public on or before the date of the first publication of the notice of the hearing related to the Capital Improvements Plan and Land Use Assumptions and shall be provided to the Capital Improvements Advisory Committee.

Section 6.

Upon adoption of the Land Use Assumption and Capital Improvements Plan, the Capital Improvements Advisory Committee shall, if the Council sets a public hearing on adoption of impact fees, review such fees and provide its written comments thereon before the fifth business day before such public hearing.

PASSED AND APPROVED THIS THE 13th DAY OF OCTOBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



MARY HORN
Denton County Judge

September 1, 2016

The Honorable Peggy Krueger
PO Box 609
City of Argyle, TX 76226

Re: Designation of Representative to Serve on the Board of Directors of the DCTA

Dear Mayor Krueger,

In 2001, the Texas Legislature authorized the creation of the Denton County Transportation Authority (DCTA). Denton County Commissioners Court approved a resolution creating the DCTA, with the citizens of Denton County confirming the DCTA in November 2002. Since its creation, the Authority has been and remains an active member of our public community.

As a Coordinated County Transportation Authority, all citizens of Denton County are represented on the Board of Directors. Pursuant to §460.054(b)(3) TEX. TRANSPORTATION CODE, municipalities with a population of more than 500, but less than 17,000, located in the County, have three board representatives. The current terms of these directors will expire on **November 30, 2016**.

The nomination and election of small city representatives is a two-step process. First, cities shall nominate one person to the Board of Directors for the general geographic area; to be eligible for nomination for election and appointment to the Board of Directors for the DCTA, a person must have professional experience in the field of transportation, business, government, engineering or law. The nomination form must be received by the Denton County Commissioners Court on or before **October 1, 2016**, for each properly nominated individual to be placed on the ballot. Second, cities cast one vote for an individual on the ballot. The three individuals receiving the highest plurality vote, as a result of the ballots cast, will be designated to serve on the Board of Directors of the DCTA.

The responsibility of the Board of Directors is critical to the future of transportation options in Denton County. I encourage you to separately or in conjunction with other qualified cities nominate an individual who can articulate the needs and requirements of your city and area.

Should you have any questions about the nomination and election process to the DCTA, please feel free to contact me.

Sincerely,

Mary Horn
Denton County Judge

Denton County Transportation Authority Nomination Form

Date: _____

City: _____ Population: _____

Commissioner Precinct: _____

Mayor: _____ City Manager/Administrator: _____

Designee Name: _____ **Title:** _____

Home Address: _____ Zip Code: _____

Home Phone: _____ Mobile Phone: _____

E-Mail: _____

Profession/Type of Work: _____

Work Address: _____ Zip Code: _____

Work Phone: _____ Work Fax: _____

Office E-Mail: _____

Special experience, knowledge or skills you will bring to this position: _____

Signature: _____ Date: _____

Return to: Denton County Commissioners Court
Courthouse-on-the-Square
110 West Hickory, Suite 219
Denton, Texas 76201

Attach Resume/Bio

MUST BE RETURNED ON OR BEFORE OCTOBER 1, 2016

*Pursuant to §460.054(c) Tex. Transportation Code, please nominate one person to have their name placed on a ballot to select three representatives to the Interim Executive Committee, Denton County Transportation Authority.

Denton County Transportation Authority Nomination Form

Date: 9-29-16

City: _____

Population: _____

Commissioner Precinct: _____

Mayor: _____ City Manager/Administrator: _____

Designee Name: F.E. "Skip" Kalb Title: Director Strategic Development
BNSF Railway Company

Home Address: 509 Primrose Ct., Argyle, TX. Zip Code: 76226

Home Phone: 940-464-1316 Mobile Phone: 817-271-3057

E-Mail: Skip.kalb@bnsf.com

Profession/Type of Work: Transportation, Development (See below)

Work Address: 2650 Lou Menk Dr., Ft. Worth, TX Zip Code: 76131
2nd Fl. Mktg.

Work Phone: 817-867-6133 Work Fax: 817-352-0376

Office E-Mail: Skip.kalb@bnsf.com

Special experience, knowledge or skills you will bring to this position: _____

Strategic planning in transportation, logistics, and real estate.

Signature: F E Kalb Jr.

Date: 9-29-16

Return to: Denton County Commissioners Court
Courthouse-on-the-Square
110 West Hickory, Suite 219
Denton, Texas 76201

Attach Resume/Bio

MUST BE RETURNED ON OR BEFORE OCTOBER 1, 2016

*Pursuant to §460.054(c) Tex. Transportation Code, please nominate one person to have their name placed on a ballot to select three representatives to the Interim Executive Committee, Denton County Transportation Authority.

F. E. “Skip” Kalb, Jr.
Biographical Sketch
October 1, 2016

F. E. “Skip” Kalb, Jr. received his Bachelor of Science degree from Baker University in Baldwin City, Kansas in 1973 and his MBA from the University of Kansas in 1975. Upon graduation from K.U., Skip joined the Real Estate & Industrial Development Department of the Santa Fe Railway Company in Topeka, Kansas.

Skip has held responsibility for both the Real Estate & Industrial Development Departments of the former Santa Fe and the current BNSF Railway Company (which was created by the merger of the BN and Santa Fe in 1995.) During this period, Skip initiated several strategic, rail-centric multimodal transportation development projects. These include the UPS Super Hub at Willow Springs, Illinois; Alliance Consolidated Transportation Center at Alliance, Texas; BNSF’s Logistics Park Chicago multimodal complex located at the former Joliet Arsenal near Joliet, Illinois; and Logistics Park-Kansas City, among others.

His early efforts on intermodal strategies for industrial development are considered the seminal work in the now widely accepted Intermodal Hub Co-Location real estate development strategy.

Skip has served as President of the American Railway Development Association as well as the Associate Chair of the International Development Research Council (IDRC, now known as CoreNet Global). In addition, Skip was granted the “Master Professional Designation” by IDRC, which is limited to only 5% of the total membership. He attended the Economic Development Institute (EDI) in Norman, Oklahoma in 1978-1980 and his EDI Thesis “The Private Capital Investment Decision-Making Process, An Analytical Approach to Industrial Development” was awarded the “Outstanding Thesis” Award by the Midwest Economic Development Council.

Skip was recently named as the 49th Governor of the NAIOP Research Foundation and Vice Chair of NAIOP’s Industry Trends Task Force. NAIOP is North America’s leading Commercial Real Estate organization. The purpose of the Foundation is to provide objective insight into issues affecting the commercial real estate industry.

He is also a member of the Board of Directors of the Denton County Transportation Authority (DCTA), serving as DCTA’s Liaison for Facilities & Operations. He also serves on the Board of Trustees at Baker University and the Argyle, Texas Economic Development Corporation.

Skip is currently serving as the Project Lead for several of BNSF’s major customer projects, including what would be the largest bulk export facility and the largest crude by rail terminal in North America, respectively.

Skip has two children, Jason, 36 and Allison, 32, son-in-law Cody, daughter-in-law Amy, and five grandchildren, Tate, Ellie, Cooper, Hudson, and Delaney.

Skip and his wife Donna Rae live in Argyle, Texas.

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: October 13, 2016

Re: Text amendments to Article 8 of the Unified Development Code (UDC) related to accessory buildings permitted on certain property within the Town

Staff was directed by Council to review the current provisions for accessory buildings on lots prior to a home being constructed. Currently, the UDC allows for only agricultural buildings/structures to be constructed prior to a home being built on lots or tracts greater than 10 acres in size. Agricultural buildings/structures may also be permitted on lots or tracts with a minimum size of 2 acres up to 10 acres with approval of a Specific Use Permit (SUP). The SUP process provides for Council review and approval and the ability to specify conditions of approval.

At the request of Council, staff has proposed a UDC text amendment to remove the provision for SUP approval of agricultural buildings/structures on lots with a minimum lot size of 2 acres up to 10 acres without a home first being constructed on the lot. This proposed amendment will only allow such structures on lots or tracts greater than 10 acres without a home first being constructed. The proposed text amendment is in Section 8.2 "Accessory Uses and Structures" and is attached to the proposed Ordinance as Exhibit A.

A public hearing will be held prior to taking action on the ordinance. Notice of the public hearing was published in the Denton Record Chronicle 15 days prior to the hearing, and notice has also been posted on the Town's website. No comments have been received as of October 7th.

Please contact me at 940.242.5703 if you have any questions or comments.

TOWN OF NORTHLAKE
ORDINANCE NO. 16-1013A

AN ORDINANCE AMENDING ARTICLE 8, "SPECIAL USES AND GENERAL REGULATIONS," OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY AMENDING REQUIREMENTS FOR ACCESSORY STRUCTURES IN SECTION 8.2, "ACCESSORY USES AND STRUCTURES;" PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

WHEREAS, the Town of Northlake, Texas is a Type A general law municipality located in Denton County, Texas created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town previously adopted the Unified Development Code ("UDC") on January 24, 2013 which includes regulations governing accessory uses and structures; and

WHEREAS, the UDC provides for text amendments in certain situations; and

WHEREAS, the Northlake Town Council initiated a review of the provisions and regulations contained in the UDC related to the construction of accessory structures prior to a primary structure; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing accessory uses and structures in the Town were needed; and

WHEREAS, the Town Council held a public hearing on October 13, 2016 after proper notification thereof with respect to the adoption of the proposed UDC text amendment in accordance with the UDC and the Texas Local Government Code; and

WHEREAS, the Town Council has determined that the amendments as outlined herein are in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and the public.

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

- SECTION 1.** The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.
- SECTION 2.** That Subsection A. of Section 8.2, Accessory Uses and Structures, of Article 8, Special Uses and General Regulations, of the Northlake Unified Development Code is hereby amended in its entirety to read as attached hereto as Exhibit "A."
- SECTION 3.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue to exist, shall be deemed a separate offense.

- SECTION 4.** With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.
- SECTION 5.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.
- SECTION 7.** The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.
- SECTION 8.** This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 13th DAY OF OCTOBER, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT “A”

Article 8 Special Uses and General Regulations

Section 8.2 Accessory Uses and Structures

Subsection A.

of the

Unified Development Code (UDC)

3. The Town shall be granted permission for and practical access at any time without liability when on official business and further, to permit the Town to remove any obstructions including, but not limited to, any gate and guard house, upon noncompliance by the POA or if necessary for emergency vehicle access. The cost of removal of any obstruction shall be assessed to the owner or if a common facility, to the POA.
4. The POA shall provide access for fire, ambulance, and police services, mail deliveries, school buses, garbage pickup, and utilities. Access must not require drivers to exit their vehicles.
5. Repair and maintenance of common facilities shall be conducted on a schedule acceptable to the Town and shall be undertaken promptly by the POA.

E. Controlled Access

When there is a controlled access to a subdivision, whether it is a mechanical device or a security guard, the maintenance and up keep will be the responsibility of the POA. Access at all times by public safety personnel must be guaranteed.

F. Private Streets

1. All streets and sidewalks within a secured (gated) community shall be private streets, shall be maintained by the POA, and shall be constructed in accordance with Town standards.
2. If repairs and maintenance are not performed by the POA, the Town shall have the authority to undertake any necessary repairs or maintenance and shall be reimbursed by the POA. A statement shall be added to the plat which provides for maintenance of streets by the POA and authorizes the Town to perform such repairs or maintenance at the expense of the POA.

G. Converting Private Streets to Public Streets

1. Upon a written request signed by POA officers and submitted to the Town Council, dedication of private streets to the public may be accomplished providing that private streets are brought up to the standards for public streets in the Town and upon approval by the Town Council.
2. The written request shall be accompanied by a petition containing the signatures of the owners of 100% of the existing lots in the subdivision.
3. All repairs, maintenance, or reconstruction of private streets shall be approved and accepted by the Town prior to conversion. All conversion dedication costs shall be paid by the POA.

Sec. 8.2 Accessory Uses and Structures *(Amended by Ord. 13-1212B on December 12, 2013)*

- A. Accessory uses or structures shall not be permitted without a primary use or structure with the exception of the following:

~~1. Agricultural buildings/structures may be permitted without a primary structure on lots or tracts from a minimum of two (2) acres up to ten (10) acres with approval of a Specific Use Permit (SUP) in accordance with Section 5.11.~~

1. Agricultural buildings/structures shall be permitted without a primary structure on lots or tracts with an area greater than ten (10) acres. In such case, a minimum one hundred foot (100') setback is required from all adjacent street frontages, and such setback shall be measured from the ultimate right-of-way according to the Master Thoroughfare Plan.

~~2.~~

- B. Detached accessory structures may be located in front of a primary structure on tracts of land under the same ownership with a land area of 20 acres or larger. In such case, a minimum one hundred foot (100') setback is required from all adjacent street frontages, and such setback shall be measured from the ultimate right-of-way according to the Master Thoroughfare Plan. In all other circumstances, detached accessory structures shall be prohibited in front of a primary structure unless approved by an SUP.
- C. No accessory structure, or portion of any accessory structure, shall be used for dwelling purposes unless approved as an Accessory Dwelling Unit in compliance with Section 8.3.
- D. No accessory building(s), as permitted herein, shall occupy more than forty (40%) percent of the required rear yard.
- E. Excluding agricultural buildings/structures, the number of accessory structures that shall be permitted on a residential lot shall be:

Table 8.1 Number and Size of Accessory Structures Allowed	
Lot Size	Max. Number & Size of Accessory Structures
Less than 5 acres	2 structures with a combined area not to exceed 50% of the area of the primary structure
5 acres and greater	3 structures with a combined area not to exceed up to 100% of the area of the primary structure
Additional structures or size requires approval of a SUP. All structures containing less than 120 square feet without a permanent foundation and all agricultural buildings/structures are exempt from these requirements.	

- F. Accessory buildings not built on a permanent foundation and less than one hundred (120) square feet shall be set back a minimum three (3') feet from common property lines and may not be located within an easement. All other accessory buildings shall meet the setback requirements of the zoning district.
- G. No detached accessory use or structure shall be allowed in the front yard unless otherwise permitted within this article.
- H. Attached accessory uses or structures shall comply with the front, side and rear setbacks and height restrictions established for the primary structure and/or this section. Attached accessory structures may be served by a separate electric meter only if a fire wall with a minimum rating of one (1) hour is installed between the primary structure and the attached accessory addition.
- I. The total building height of the accessory building cannot exceed twenty-five (25') feet or the height of the main building, whichever is less. Agricultural buildings/structures and Accessory Dwelling Units shall conform to the height requirements of the zoning district in which the structure is located.
- J. Storage buildings that are accessory to a principal residential use on the same lot shall require administrative site plan approval prior to building permit issuance.

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary

Date: October 13, 2016

Re: Text amendments to Article 11 "Signs" of the Unified Development Code (UDC)
related to pole signs

Town Council considered several text amendments to the UDC related to signs at the July 28th meeting. An ordinance was adopted at that meeting which approved several clean up amendments to the sign requirements found in Article 11 of the UDC. However, in the motion to adopt the ordinance, Council chose to exclude proposed changes to the pole sign size requirements. Since then the Mayor, Council members, and staff have been approached by a business owner to reconsider the proposed changes to the pole sign size requirements with the rationale for reconsideration being that two Council members were absent at the July 28th meeting at which it was last considered, and the UDC does not provide for a waiting period for a text amendment to be reconsidered.

The proposal to change the pole sign size requirements was originally presented to address numerous inconsistencies with signs and frequent meritorious exception requests. Staff was directed to evaluate current sign requirements and consider a special signage district along IH 35W in the southern part of Town generally south of Denton Creek since this area generally has a different characteristic than the rest of Town with the Texas Motor Speedway and Buc-ee's on one side of the highway in Fort Worth and a variety commercial and industrial development on Northlake's side of the highway. Since the primary concern with signs has been the size and height of pole signs, staff recommended simply amending the current requirements in place which limit the location of such signs to those properties fronting IH 35W and SH 114 and further limiting and targeting these locations instead of creating a special sign district.

Northlake's sign requirements are found in Article 11 of the Unified Development Code (UDC) with definitions and requirements provided in Section 11.18 of the Article. Staff proposes keeping the same area (150 sf) and height (45 ft) requirements for pole signs along SH 114 and on IH 35W north of Denton Creek while allowing higher (65 ft) and larger (250 sf) pole signs along IH 35W south of Denton Creek. This height matches the height of the tallest sign on Northlake's side of IH 35W, the QT sign approved with a planned development

amendment, and it would also accommodate past variance and meritorious exception requests such as the recently denied 65-ft tall sign requested for Rosa's Café. Staff believes setting this height as the maximum could provide an equitable maximum that would be difficult to challenge and could lead to fewer meritorious exception requests. It would also provide an advantage to Northlake businesses which could "by right" exceed the typical maximum height requirement in Fort Worth just across the freeway. Even so, the Buc-ee's sign (75 ft) and the Texas Motor Speedway sign (approx. 120 ft) still exceed the proposed maximum in Northlake and will help make the Northlake sign height feel reasonable in this context. Denton Creek makes a natural division by crossing IH 35W just north of the speedway, and the larger floodplain provides a natural buffer of open space from the north side of Town.

The proposed text amendment to Article 11 "Signs" is attached to the Ordinance as Exhibit A. A public hearing will be held prior to taking action on the ordinance. Notice of the public hearing was published in the Denton Record Chronicle 15 days prior to the hearing, and notice has also been posted on the Town's website. No comments have been received as of October 7th.

Please contact me at 940.242.5703 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 16-1013B

AN ORDINANCE AMENDING ARTICLE 11, "SIGNS," OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY AMENDING THE MAXIMUM HEIGHT AND AREA REQUIREMENTS FOR POLE SIGNS IN SECTION 11.18, "DEFINITIONS AND REQUIREMENTS;" PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

WHEREAS, the Town of Northlake, Texas is a Type A general law municipality located in Denton County, Texas created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the Town previously adopted the Unified Development Code ("UDC") on January 24, 2013 which includes regulations governing signs; and

WHEREAS, the UDC provides for text amendments in certain situations; and

WHEREAS, the Northlake Town Council initiated a review of the provisions and regulations contained in the UDC related to signs in the area of IH 35W south of Denton Creek; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing signs in the Town were needed; and

WHEREAS, the Town Council held a public hearing on October 13, 2016 after proper notification thereof with respect to the adoption of the proposed UDC text amendment in accordance with the UDC and the Texas Local Government Code; and

WHEREAS, the Town Council has determined that the amendments as outlined herein are in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and the public.

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

SECTION 1. The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

SECTION 2. That Subsection 67, Pole/Pylon Sign, of Section 11.18, Definitions and Requirements, of Article 11, Signs, of the Northlake Unified Development Code is hereby amended in its entirety to read as attached hereto as Exhibit "A."

SECTION 3. Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue to exist, shall be deemed a separate offense.

SECTION 4. With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the

provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

- SECTION 5.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.
- SECTION 7.** The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.
- SECTION 8.** This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 13th DAY OF OCTOBER, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT “A”

Article 11 Signs

Section 11.18 Definitions and Requirements

Subsection 67. Pole/Pylon Sign

of the

Unified Development Code (UDC)

- a. *Time* - No sign permit required. OHRS shall be erected no earlier than 9:00 a.m. Saturday before the open house and shall be removed no later than 6:00 p.m. Sunday of the open house during the same weekend. OHRS shall not be erected during week days.
 - b. *Place* - OHRS shall be located only on private residential property with the consent of the property owner and the subject property having the open house.
 - c. *Manner* - The maximum area of an OHRS sign shall not exceed six (6) square feet. The maximum height of an OHRS shall not exceed four (4) feet. An OHRS shall not contain balloons, streamers, flags, pennants, or other wind devices. An OHRS shall not be placed on a vehicle, fence, pole, tree, or railing.
64. **PARKWAY SIGN** – Any temporary on or off-premise sign located within the public right-of-way not already defined and allowed within this Article. Parkway Signs are prohibited within the Town of Northlake.
65. **PENNANT** - Any lightweight plastic, fabric or other material, whether or not it contains a message of any kind, suspended from a rope, wire, cord, string or other similar material designed to move in the wind whether existing in a series or individually. Pennants are generally prohibited in the Town unless permitted through a Grand Opening or Special Event Sign Permit.
66. **PERSON** - Any person, firm, partnership, corporation, company, limited liability company, organization, business or entity of any kind.
67. **POLE/PYLON SIGN** - A sign erected on a vertical framework consisting of one or more uprights supported by the ground independent of support from any building.
- a. *Time* – A Sign permit is required. A Sign permit shall not be issued to erect, install or place a Pole/Pylon Sign on a property until a site plan has been approved for development of the property and after the issuance of a building permit for a building on the property.
 - b. *Place* - Pole/Pylon Signs shall only be permitted for nonresidential uses in nonresidential zoning districts. The minimum front yard setback for a Pole/Pylon Sign is five (5') feet from the property line. The minimum side and rear setback from the property line shall be equal to ten (10) percent of the lot width. Pole/Pylon Signs shall not be placed within any designated or dedicated public utility easements without the approval of an Easement Use Agreement from the appropriate utility. Pole/Pylon Signs shall not be placed within two hundred fifty (250') feet of another Pole/Pylon Sign.
 - c. *Manner* – The maximum area and height of a Pole/Pylon Sign shall be based on the proximity of the development to the adjacent street classification.

Street Classification Site Frontage	Maximum Area	Maximum Height	Maximum Number
Any street classified as a Local and/or Collector Streets	Not Permitted	Not Permitted	One (1)
Any street classified as an Arterials	Not Permitted	Not Permitted	
Limited Access Highways (IH 35W north of Denton Creek and SH 114)	One hundred fifty (150) square feet	Forty five (45') feet	

<u>IH 35W south of Denton Creek</u>	<u>Two hundred fifty (250) square feet</u>	<u>Sixty five (65') feet</u>	
-------------------------------------	--	----------------------------------	--

68. **POLITICAL SIGN** - A sign that relates to the election of a person to a public office, relates to a political party, relates to a matter to be voted upon at an election called by a public body, or contains primarily a political message.
- a. *Time* - No Sign permit required. Signs shall be removed within ten (10) days of the date of the election.
 - b. *Place* - Political signs shall be located only on private property, and may be located on fences, with the consent of the property owner. A Political Sign shall not be, located on any public property, located within a designated easement or right-of-way, or erected closer than ten (10') feet from the edge of the street pavement unless located on a fence.
 - c. *Manner* - Political Signs shall not exceed eight (8') feet in height measured from the ground to the highest point of the sign. Political Signs shall not exceed thirty-six (36) square feet in area. Political signs shall not be illuminated. Political Signs shall not contain any moving elements or parts. Political Signs shall not be dilapidated or cause a hazard.
69. **PORTABLE SIGNS** - Any sign designed or intended to be relocated from time-to-time, whether or not it is permanently attached to a building or structure, or is located on the ground. Portable Signs include signs on wheels or on portable or mobile structures, such as, among other things, trailers, skids, banners, tents or other portable structures, A-frame signs, T-shaped signs, airborne devices, or other devices used for temporary display or advertising. Portable Signs are prohibited in the Town except as specifically allowed by this Article.
70. **PROHIBITED LIGHT/LIGHTS** - Lights are any form of light sources or lumens, whether by electromagnetic radiation, flame, reflection, or any other form of lumens that acts upon the retina of the eye and optic nerve that makes sight possible. Prohibited Lights are lights that blink, strobe, flash, fade, scroll, or anything other than stationary or static that attracts the attention of the general public, or causes light pollution or light trespass. Prohibited Lights placed in any manner where the light is visible from the exterior of a business or other nonresidential use facility are prohibited in the Town. Exception: Federal, state and municipal authorized emergency devices or apparatuses, emergency vehicles, utility repair vehicles, fire and building code light devices for emergency and/or security purposes, or other required lighting for public safety purposes are not prohibited and must comply with all applicable ordinances or regulations.
71. **PROHIBITED SIGNS** – It shall be in violation of this Article for any person, company or agent to erect, place display or locate any sign having any of the following characteristics. Signs deemed unsafe to the general public either due to the location the sign is erected or the condition of the sign may be removed immediately by the Building Official or their designee.
- a. *Unreferenced or No Permit Issued* - Any sign not referenced in or governed by this Article or any sign erected or installed without the issuance of a permit either prior to or after the adoption of this Article (if a permit is required).
 - b. *Odor or Visible Matter Emitting* – No sign shall be permitted that emits odor or visible matter.



Executive Session

Agenda Item 7

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 a 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)