

1. Agenda

Documents:

[12-08-2016 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[12-08-2016 COUNCIL PACKET.PDF](#)



**Town of Northlake
Council Meeting Agenda
Thursday, December 8, 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 December 8, 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
2. Briefing Items
 - A. Northlake Comprehensive Plan Update
 - B. Concept Plan for Gibbs/Young Tracts presented by Hillwood Communities
 - C. Municipal Management District Overview
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

 - D. Consider for approval the meeting minutes dated November 10, 2016
 - E. Consider for approval an Ordinance granting to CoServ Gas, LTD., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the Town of Northlake, Denton County, Texas, and to transport, deliver, sell, and distribute gas in and out and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways
 - i. Ordinance No. 16-1208A
 - F. Consider the approval of the Northlake Public Improvement District No. 1 (Harvest) Management Contract
6. Regular Items
 - G. Consider for approval an Ordinance adopting Road Impact Fees
 - i. Public Hearing
 - ii. Ordinance No. 16-1208B

- H. Consider for approval an Ordinance amending the Mixed-Use Planned Development zoning district for a 16.918 acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 at Harvest Way. 1256 FMR 407 Ltd and Belmont 407 LLC are the owners. Office Equity Solutions and Hillwood Communities are the applicants/developers. Case #PD-16-002
 - i. Public Hearing
 - ii. Ordinance No. 16-1208C
- I. Consider for approval a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County
 - i. 2nd Public Hearing
 - ii. Resolution No. 16-40
- J. Consider for approval an Ordinance annexing certain property for limited purposes pursuant to a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Fresh Water Supply District No. 1 of Denton County
 - i. Ordinance No. 16-1208D
- K. Consider for approval a Preliminary Plat for Town Commons, a proposed commercial development consisting of 9 non-residential lots and 4 open space lots on a 21.762-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 between Cleveland Gibbs Road and Harvest Way, and zoned Mixed-Use Planned Development (MPD). 1256 FMR 407 Ltd and Belmont 407 LLC are the owners. Office Equity Solutions and Hillwood Communities are the applicants/developers. Baird, Hampton & Brown is the engineer. Case #PP-16-006
- L. Consider for approval an Ordinance updating the Northlake Comprehensive Plan by the adoption of the Pathway to 2040 Northlake Comprehensive Plan update
 - i. Public Hearing
 - ii. Ordinance No. 16-1208E
- M. Consider for approval a Resolution to consenting to the creation of the Northlake Municipal Management District No. 1
 - i. Resolution No. 16-41
- N. Consider for approval Application to Obtain Domestic Wastewater Permit for HP Gibbs, LP

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, December 2, 2016 by 4 pm.

A handwritten signature in cursive script that reads "Shirley Rogers". The signature is written in dark ink and is positioned above the printed name.

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)



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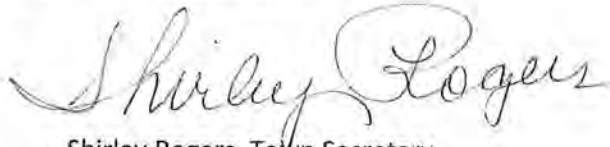
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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

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Memo

To: City Council

From: SJR Planning Consultants

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

Date: December 1, 2016

Re: Comprehensive Plan Adoption

Comprehensive Plan Update

SJR and Town staff have completed working with the steering committee to draft the comprehensive plan update. The steering committee was made up of EDC and CDC directors.

Review of the process:

- Consultants and staff gathered data (December 2015 to January 2016).
- Consultants analyzed data and reviewed Town plans and documents (through July 2016).
- Consultants facilitated four community engagement events:
 - o Strategic Foresight Lab (February 19th & 20th)
 - Over a two-day period approximately 33 attendees participated in several exercises to think about the future of Northlake. What future scenarios might happen over the next 20 plus years. This information was used to frame activities for subsequent community engagement and prepared a foundation for recommended policies and implementation.
 - o Town Hall (March 31st)
 - One evening we had approximately 100 attendees of which approximately 40 were Northlake residents, the others were from Harvest or other outlying areas near Northlake. Consultants did separate the feedback from Harvest residents.
 - Activities included a brief questionnaire, a visual character survey, a 'dot the map' exercise where attendees placed colored stickers to identify such things as where would they like parks, mixed use developments, or a town center. Also a vision map that roughly identified where rural areas should be preserved in contrast with suburban and commercial development.

- o Online Surveys (April 1st through 30th)
 - The activities of the Town Hall were replicated online and the surveys were available for 30 days.
- o Development Roundtable (June 16th)
 - The consultants facilitated a discussion on the desired development for Northlake based on public input with those with backgrounds related to development such as TXDOT engineer, realtors (residential and commercial), and a planner from the North Central Texas Council of Governments. The feedback was useful in working with the steering committee on viable policies and how to implement them.
- Consultants met with the steering committee three times (July 21st, September 15th, November 17th) to review information, drafts of the plan, and to develop policies and implementation steps.
 - o For development of priorities, strategies and action steps, the consultants used a “Backcasting” approach to facilitate the discussion. Backcasting as a concept starts with the “end” in mind and work your way back through the steps.

Highlights of the plan:

- Table of Contents
 1. Vision
 - This was developed first from the Foresight Lab as six themes that were identified, then refined into a vision statement with the steering committee.
 2. Introduction
 - Borrowing from the 2009 comp plan we updated the history for Northlake to acknowledge the recent growth at SH 114 and IH35W.
 3. Community Snapshot
 - Community Indicators:
 - Community Indicators such as population, housing, land use, transportation, and the economy were identified as a snapshot in time today of the demographics and market forces in and around Northlake.
 - Tapestry Segmentation Analysis was performed to show how site selectors, developers, and marketers would see Northlake as a market for development, retail, restaurants, etc.
 - Current land use and zoning maps are shown as well as flood plain and gas wells and transmission lines as these all influence development.
 - Trends in housing, transportation, and the economy were also identified.
 - Community Engagement
 - Presents the process and findings from the community engagement process for the Foresight Lab, Town hall, Development Roundtable, and online surveys.
 - Identified and discussed trends, developed scenarios, and identified common themes.
 4. Policy Recommendations
 - Based on the common six themes and separated out into three categories: land, infrastructure, and economic, policy recommendations were developed with the steering committee. Each theme begins with a brief overview of the desired outcomes, current conditions, and trends.

- A future land use map that reflects the vision, themes, and policies is also presented. The future land use map is a policy guide and not zoning. This future land use map builds on the 2009 comp plan future land use map which was referred to as a land use development concept. The new future land use map has a few more districts, but generally still seeks to: preserve rural character, direct suburban neighborhood growth, and encourage commercial and mixed-use development along corridors.
 - The two Transitional Market Dependent areas are in Northlake's ETJ and market forces in the future are likely to influence the development pattern. This district was intentionally left less specific and could be revised at any time or at the next comp plan update as it is not currently in the Town limits.
- 5. Plan Implementation
 - Top Ten Priorities were developed based on community engagement and working with the steering committee on policy priorities and action steps.
 - The action steps are in five year increments. The steps provide a recommended sequence of steps to achieve implementation of policies.
- 6. Community Snapshot – Appendix
 - The appendix simply provides some additional information on current land use and demographics that informed the plan.





NORTHLAKE, TEXAS

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

PATHWAY TO 2040

NORTHLAKE'S COMPREHENSIVE PLAN UPDATE

Town Council

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

Comprehensive Plan Steering Committee

EDC Directors

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

CDC Directors

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

Foresight Lab Participants

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

Roundtable Participants

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

Town Staff

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

SJR Planning Consultants

Shai Roos, Principal
Brian Guenzel, Principal



Recognition and Many Thanks to: Citizen's and Stakeholders of Northlake



Letter from Mayor Dewing

Over the past year, many residents, landowners, and professionals have worked on updating Northlake's comprehensive land use plan. This is a culmination of their input and presents their views, desires, and vision of what Northlake's Town Council should consider for future growth in our Town.

The comprehensive land use plan of a municipality is a living document and is the base document for various other plans for: roads, trails, water, sewer, and parks to name a few. Best practices recommend that approximately every five years a Town should review and update the Land Use Plan to ensure the values, vision, and desires of her residents are heard. In 2002, the Town adopted a strategic master plan, and the consultant firm was recognized for their efforts with an award. The current Northlake Comprehensive Land Use Plan was adopted in 2009 and was based on input from the residents, business owners, and landowners. That committee conducted a technical analysis of the potential uses, and future growth projections from North Central Texas of Governments in the area, and used the 2002 plan as a template before they presented the Land Use Plan to the Council.

This update emphasizes public engagement with a focus on the future, extends the time horizon to 2040, and includes a list of priorities and actions the Council should consider that are necessary to achieve the citizens' vision and under Northlake's influence.

A comprehensive plan contains a community's vision and a roadmap for the landowners, residents, and council. Roadmaps offer directions and assistance in planning a route. Just like planning a road trip, plans change depending on a variety of factors. This tool - helps guide the Council. Detours, roadblocks, ownership changes will occur, but the decisions we make should always be in the best interests of the residents of Northlake.

The Comprehensive Plan Update has been developed with the interests, values, and goals of the residents of Northlake. Their input integral to the plan which will guide land use policy. This is the result of our residents' participation in the foresight lab, public meetings, roundtables, online surveys, and direction of the steering committee.

This plan calls for managing new growth while preserving our rural character and ranches, enhancing the Town's appeal for all ages and families, strengthening community engagement, and pursuing responsible growth while maintaining self-determination of our collective future. This plan is intended to be a guide for Northlake's officials and staff as decisions are considered that will impact Northlake's future.

I extend my appreciation to the Steering Committee, residents, professionals, and landowners who sacrificed their time and participated in this process. The development of a comp plan is no small task and the citizens of Northlake greatly appreciate everyone's input, and contributions - ensuring we keep Northlake a place we all are proud to call home.

Sincerely,
Mayor of Northlake, Texas



DREAMED, CREATED,
AND IMPLEMENTED BY
THE COMMUNITY.



TABLE OF CONTENTS

06

One: Northlake 2040 - The Vision

12

Two: Introduction

- 13 The Northlake Story
- 14 Growth Pressures
- 16 About this Plan

18

Three: Community Snapshot

- 20 Community Indicators
- 34 Community Engagement
 - 35 Strategic Foresight
- 51 Public Input

56

Four: Policy Recommendations

- 57 Themes
- 83 Future Land Use Map

88

Five: Plan Implementation

- 89 Top Ten Priorities
- 90 Action Steps

102

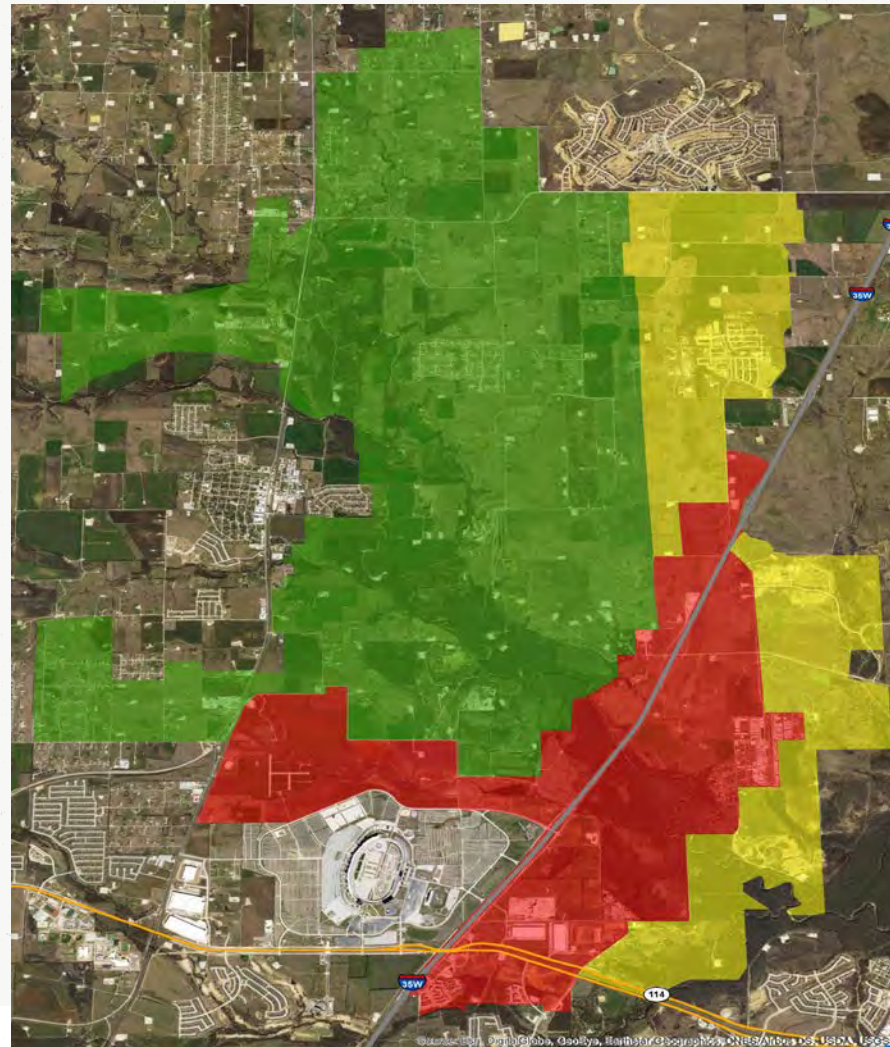
Six: Community Snapshot - Appendix

Northlake 2040 - The Vision

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

NORTHLAKE 2040 - THE VISION

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



LEGEND



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



Area 2: Commercial - Freeway & Regional Developments



Area 3: Rural Lifestyle - Ranchland Preservation

NORTHLAKE 2040 - THE VISION



Suburban Lifestyle:

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

NORTHLAKE 2040 - THE VISION



Commercial Lifestyle:

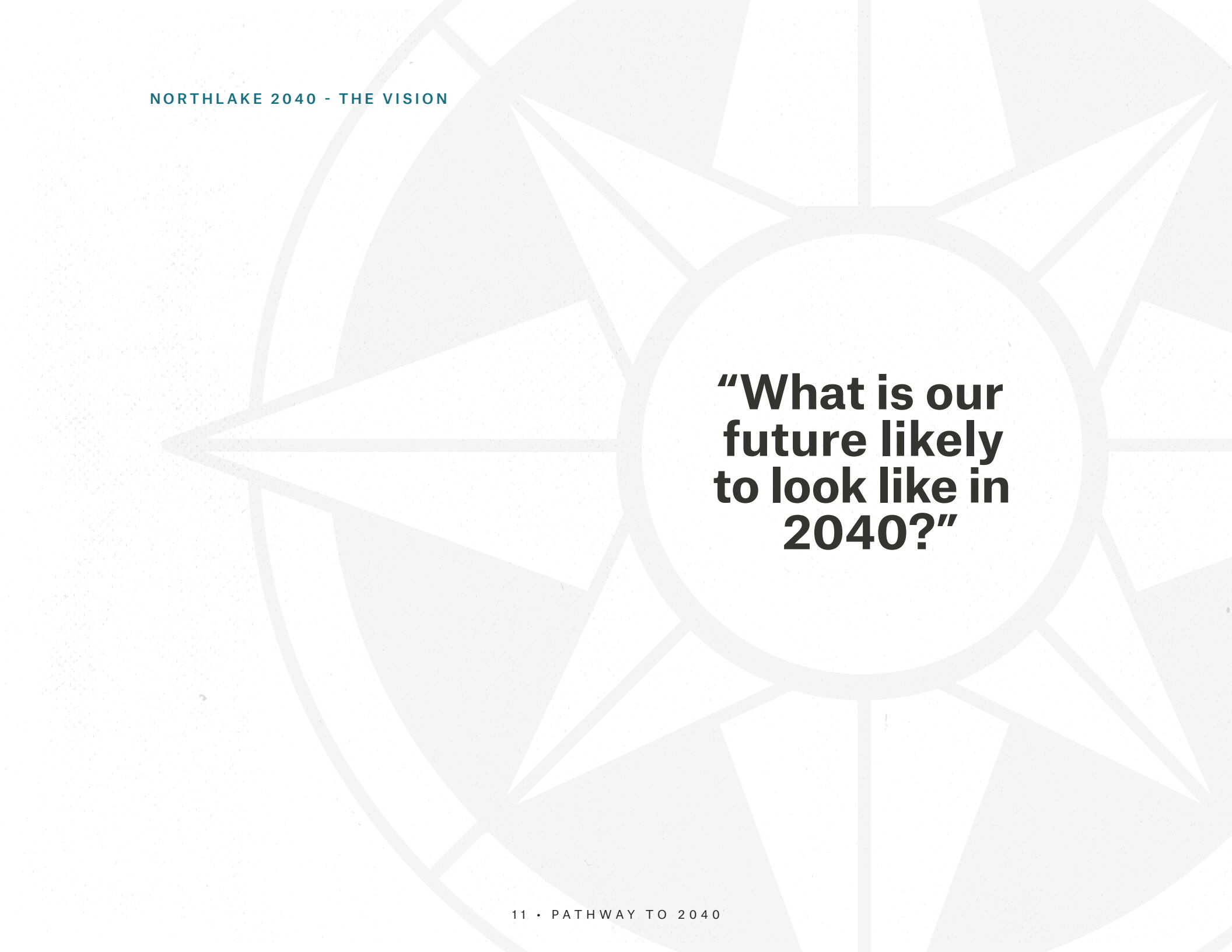
The commercial area on Northlake's 2040 vision map describes an area that provides jobs and services for the residents and surrounding region. This area is envisioned to accommodate regional retail, office, commercial, and industrial developments. It also is an area where high-density mixed-use developments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

NORTHLAKE 2040 - THE VISION



Rural Lifestyle:

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



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

Introduction



The Northlake Story

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

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

Growth Pressures: Past, Present & Future

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

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

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

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

INTRODUCTION

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



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



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

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



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

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

About this Plan

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

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

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

INTRODUCTION



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



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



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

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

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

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

Community Snapshot



TYPE OF MUNICIPALITY :

General Law

Farm/ Ranch/ Vacant Land :

80.6%

FORM OF GOVERNMENT:

Mayor/Council

**Education
Enrollments**

SCHOOL:

517

COLLEGE:

137

TOTAL EMPLOYEES:

27

MEDIAN
HOUSEHOLD INCOME:

\$61,774

TOTAL EMPLOYED
IN THE TOWN

1,447

AVERAGE HOUSEHOLD SIZE:

2.29

MEDIAN HOME VALUE:

\$281,700

TOWN ASSESSED PROPERTY VALUE :

\$379,028,671

TOTAL HOUSEHOLDS:

1052

RENTAL:

70.4%

OWNER:

29.6%

VALUE OF COMMERCIAL
BUILDING PERMITS:

\$53,017,139

Land Area:

TOWN (SQ. MILES):

16.2

ETJ (SQ. MILES):

15.2

MEDIAN AGE:

31.6

TOTAL TOWN BUDGET:

\$2,544,125

POPULATION

2,660



Community Indicators

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

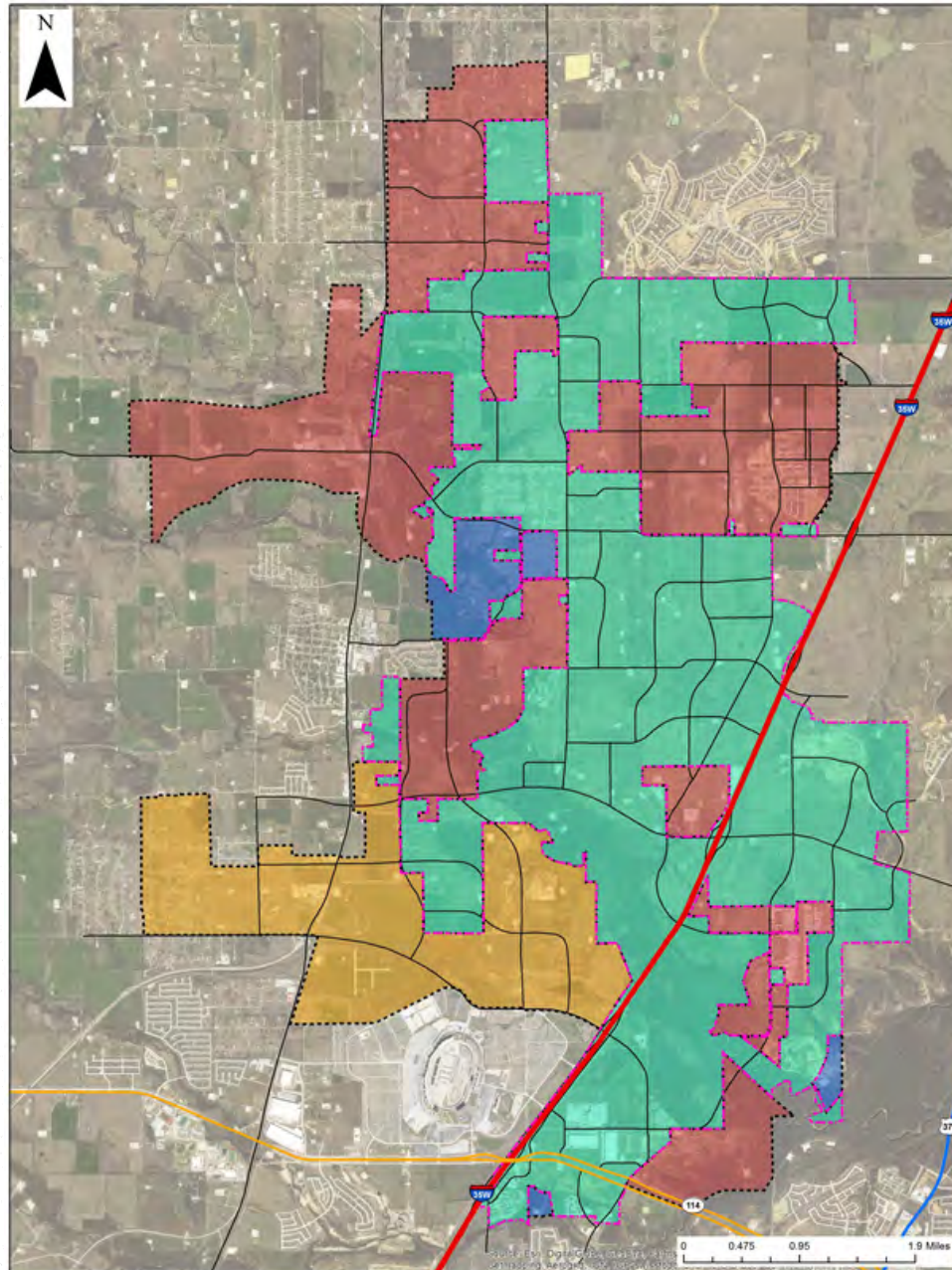
Population:

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

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

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

Northlake Tapestry Segments



Legend

- City Limit
- ETJ

2015 Tapestry Segmentation

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

Who?

Middleburg Segment

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

-
- | | |
|--|---|
| <ul style="list-style-type: none">• Semi-rural locales within metropolitan areas.• Neighborhoods changed rapidly in the previous decade with the addition of new single-family homes.• Include a number of mobile homes• Affordable housing, median value of \$158,000 with a low vacancy rate.• Young couples, many with children; median age 35.3 yrs• Average household size is 2.73• Median Household Income is \$55,000 | <ul style="list-style-type: none">• Education: 66% with a high school diploma or some college.• Unemployment rate lower at 7.4%• Labor force participation typical of a younger population at 66.7%.• Traditional values are the norm here—faith, country, and family.• Prefer to buy American and for a good price.• Comfortable with the latest in technology, for convenience (online banking or saving money on landlines) and entertainment |
|--|---|

Who?

Up and Coming Families

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

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

Who?

Southern Satellites

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

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

Who?

Top Tier

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

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

Population Highlights:

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

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

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



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



Housing:

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

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

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

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

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

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

—DFW MILLENNIAL

COMMUNITY SNAPSHOT



Land Use:

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

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

Northlake has many large undeveloped tracts that are currently used for farming, ranchland, or are vacant. However, the **opportunities for future land development in Northlake are limited** as almost

a third of its land is in the floodplain. In addition to the floodplain, existence of gas wells and distribution lines further limits where development can occur in the future.

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

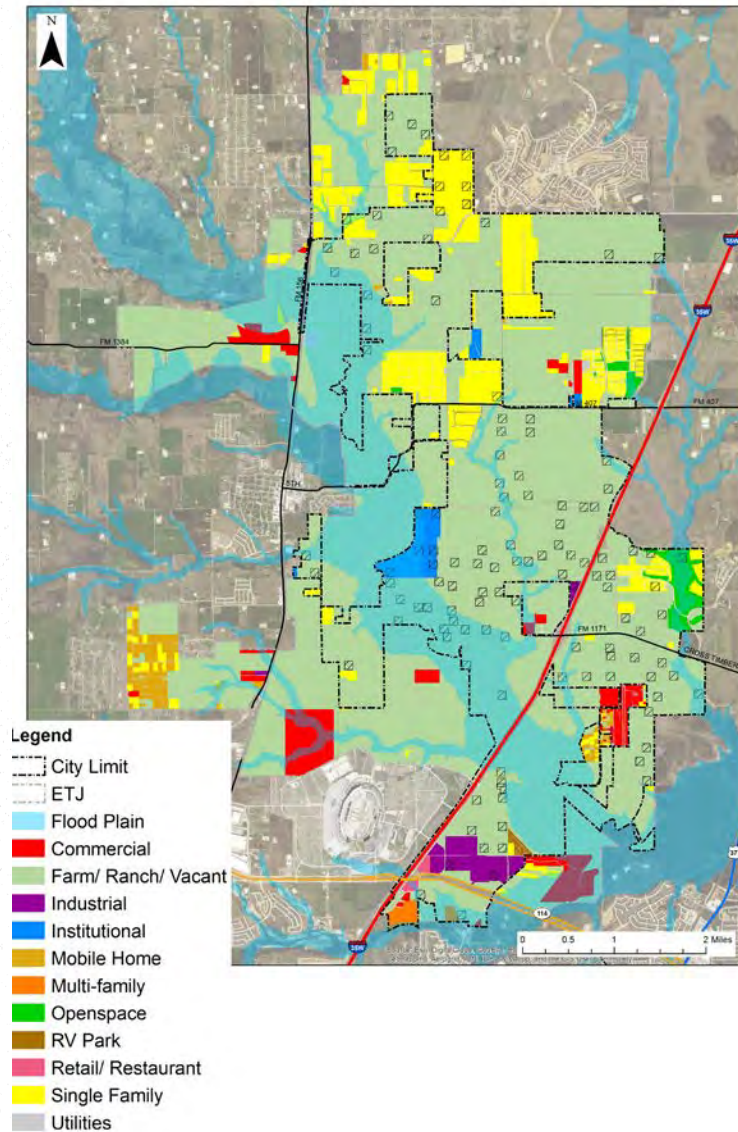
As growth pressures in Northlake increase it is important for the Town to prepare a cohesive plan and zoning for how and where to accommodate this growth to avoid incompatible densities and land uses which will make it both difficult and expensive to provide services and infrastructure to serve these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

"LIVING IN A RURAL AREA, WHERE HOMES AREN'T CROWDED UPON ONE ANOTHER, EXPOSES YOU TO THE NATURAL WORLD, AND THE EXHILARATING EXPERIENCE OF OPEN SPACE"

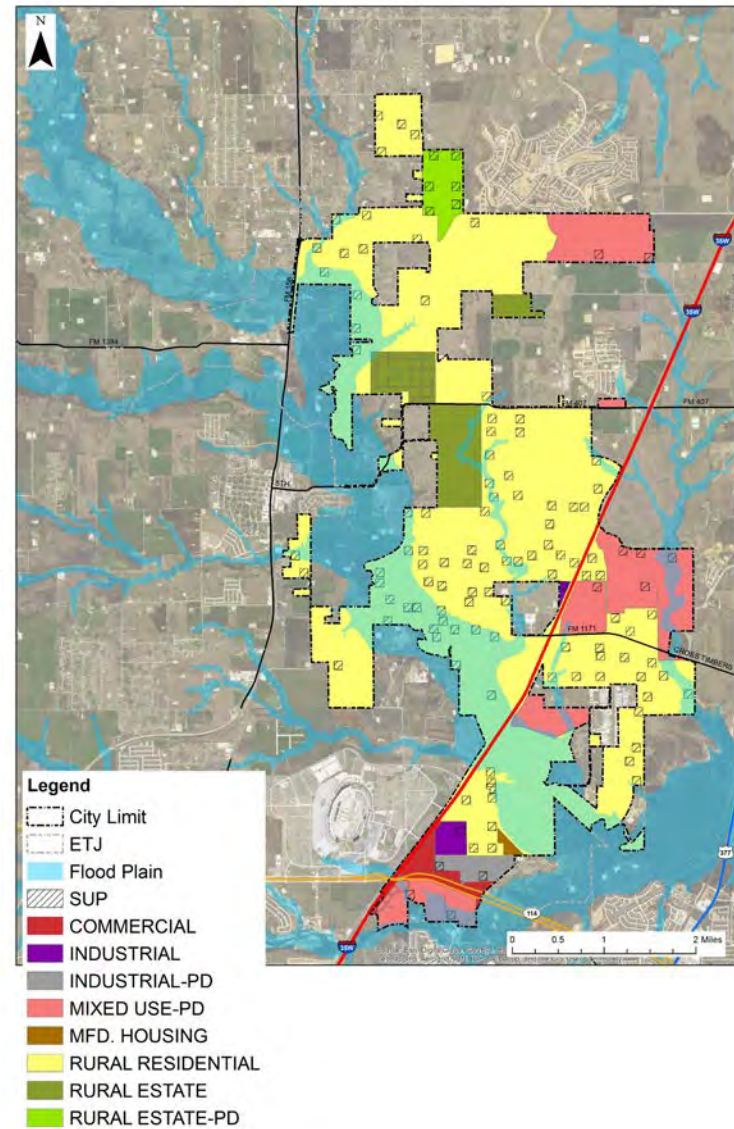
—DENTON COUNTY RESIDENT

COMMUNITY SNAPSHOT

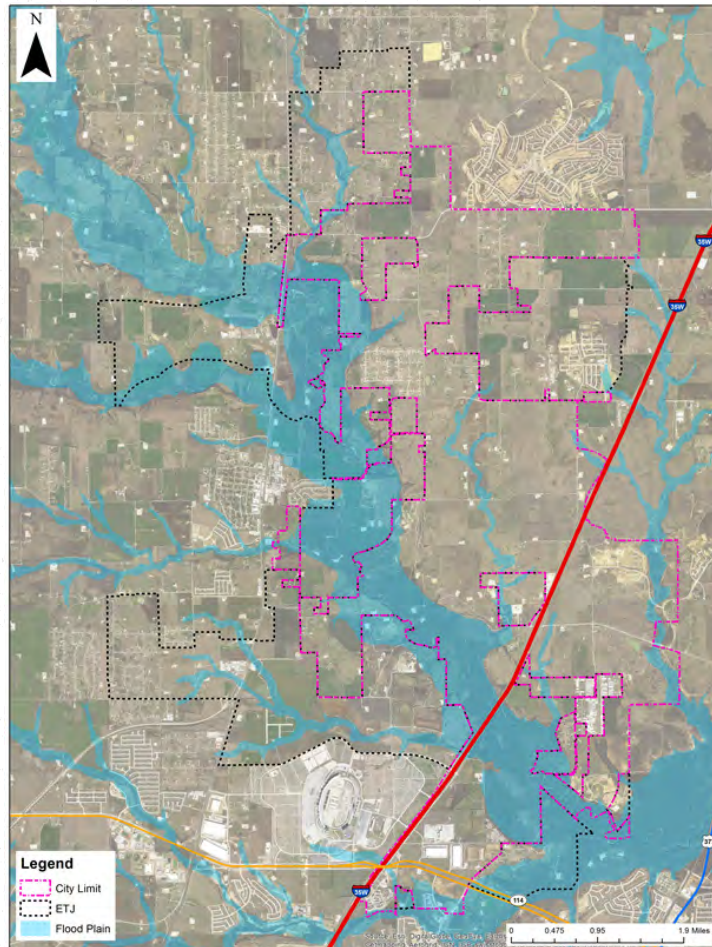
Existing Land Use (2016)



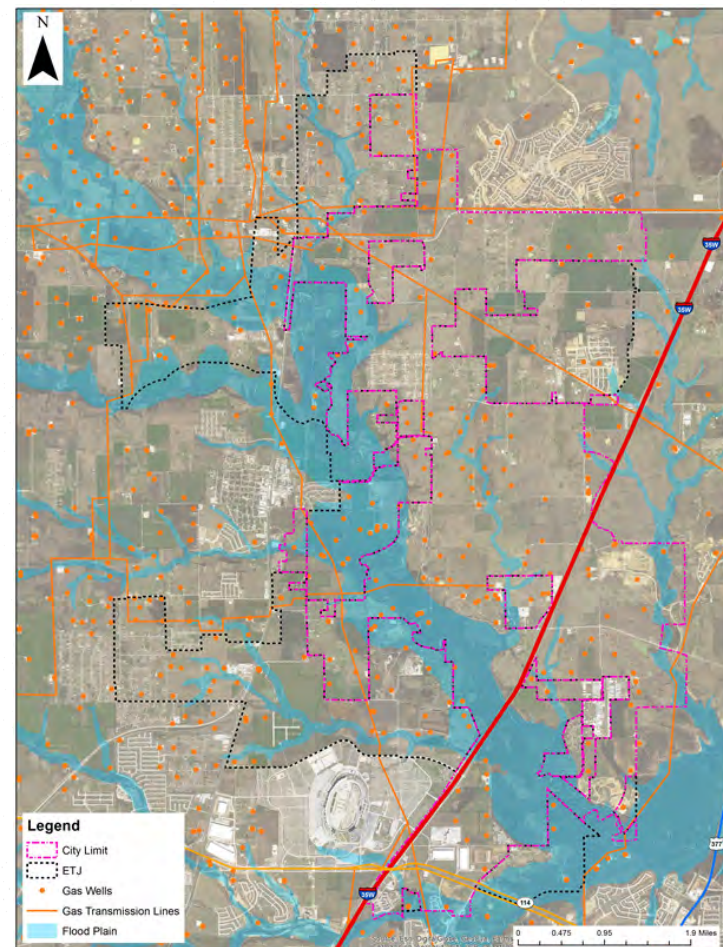
Current Zoning



Existing Floodplain



Gas Wells And Transmission Lines



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Transportation:

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

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

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





Economy:

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

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

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

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

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

COMMUNITY SNAPSHOT

The growth as shown in the **community indicators (Population, Housing, Land Use, Transportation, and Economy)** have drawn the following major employers to Northlake and its surrounding area:

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

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

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



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The trends as shown in the community indicators are likely to continue. How Northlake decides to address its future policies regarding these trends will be an important factor on whether the economy in Northlake will continue to grow or stagnate.

Community Engagement



Strategic Foresight

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

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

Trend Analysis

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

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

Fig. 1: The Big Sort: Northlake 2040



High Impact/High Uncertainty (upper right hand) -

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

High Impact/Low Uncertainty (lower right) -

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

Low Impact/High Uncertainty (upper left) -

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

COMMUNITY SNAPSHOT

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

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

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

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

Trend 1: Population Growth

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

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

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

Trend 2: Aging Population Requires More Services And Expenses

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

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

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

Trend 3: Aging in Place

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

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

in Place” development.

Trend 4: Upscale Renters

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

Trend 5: Multi-Family Housing

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

Trend 6: Smaller but Better

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

COMMUNITY SNAPSHOT

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

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

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

Trend 7: Increased Demand for High Speed Internet

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

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

Trend 8: Decline in Air and Water Quality

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

Even if all fracking ceased today, the residual effect of underground injections of fracking liquids and a suspected relation to ground tremor could place long term limits on Northlake's development, i.e. the cost to insure buildings in a geologically unstable

COMMUNITY SNAPSHOT

area are high. In addition, development potential of many properties is significantly reduced due to the locations of gas wells and gas distribution lines.



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

Trend 9: Increased Traffic Congestion

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

In addition, research by Dr. Robert Putnam from Harvard University shows that for every ten minutes

people spend in traffic commuting to work, their civic participation decreases ten percent. Communities that value civic participation, e.g. voter turnout, community volunteers, etc., should invest in infrastructure and technology that decreases commuting time.

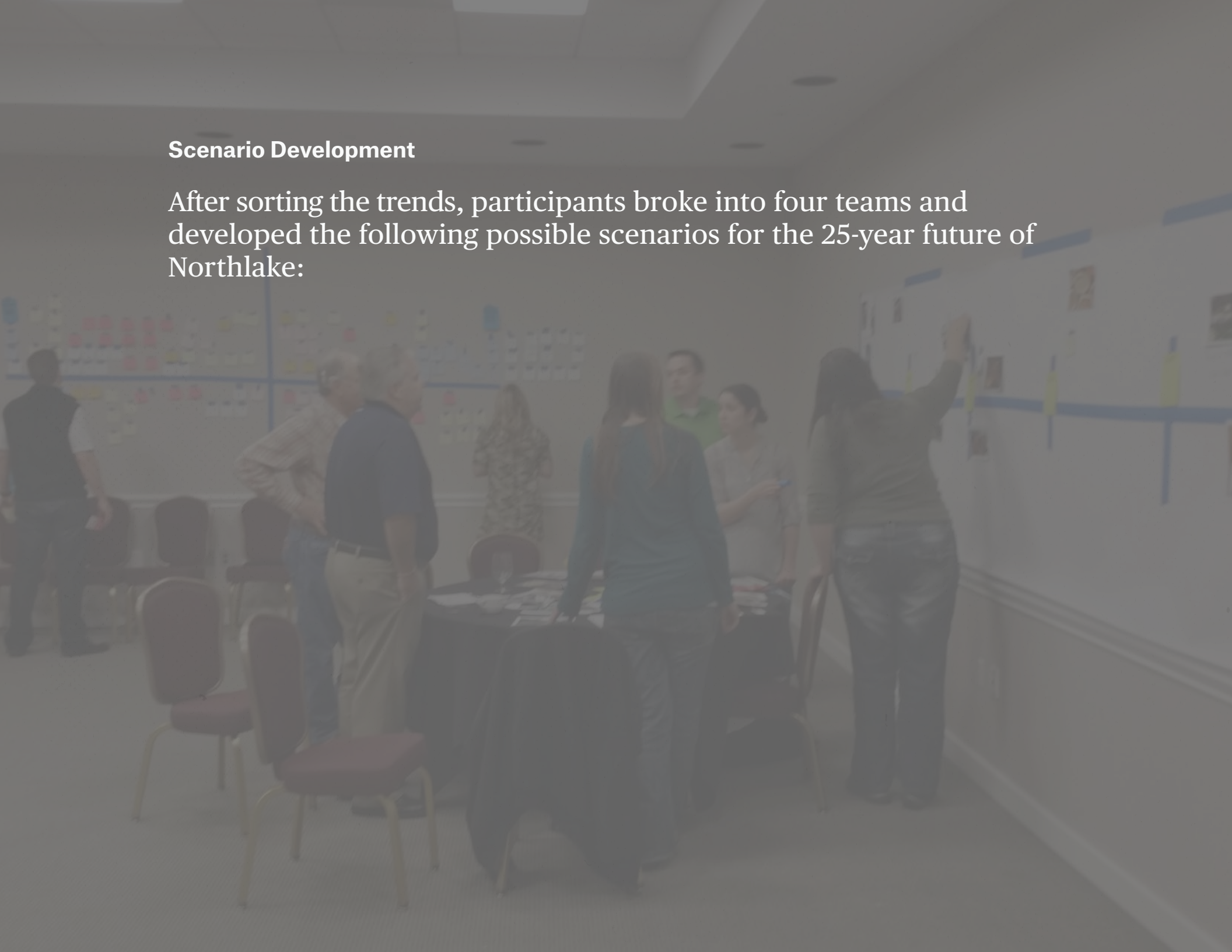
Trend 10: Increased Demand for Urban Villages

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

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

Scenario Development

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



Watch and Wait – “Noasis”

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

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

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



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

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

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

Positive Disruption - Northlake Where Dreams Really Come True

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

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

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

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SCENARIO 4:

Everything Goes the “Right Way” – Blue Skies



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

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

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

A group of Northlake agriculturists also experimented with ways to grow more of their food locally, which led to the development of a robust farmer’s market that attracted multi-generational families each week, and became a real gathering spot. Healthcare technology and the Town’s decision to accommodate self-driving cars enabled the elder Sky’s to see their doctors without assistance from Mrs. Sky, which was important. In 2035, Mrs. Sky developed macular degeneration and had to give up her driver’s license. But her self-driving car ensured she could maintain her independence in Northlake.

In addition, the Sky's brag to their friends about Northlake:

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

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Common Themes from the Scenarios:

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

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

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

COMMUNITY SNAPSHOT



Key Issues:

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

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

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

Inside-out Issues: are issues we can control and

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

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

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

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

Public Input

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

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



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



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

COMMUNITY SNAPSHOT

35 corridor.



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



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

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

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



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

The look and style of developments desired is as follows:



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



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



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

COMMUNITY SNAPSHOT



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

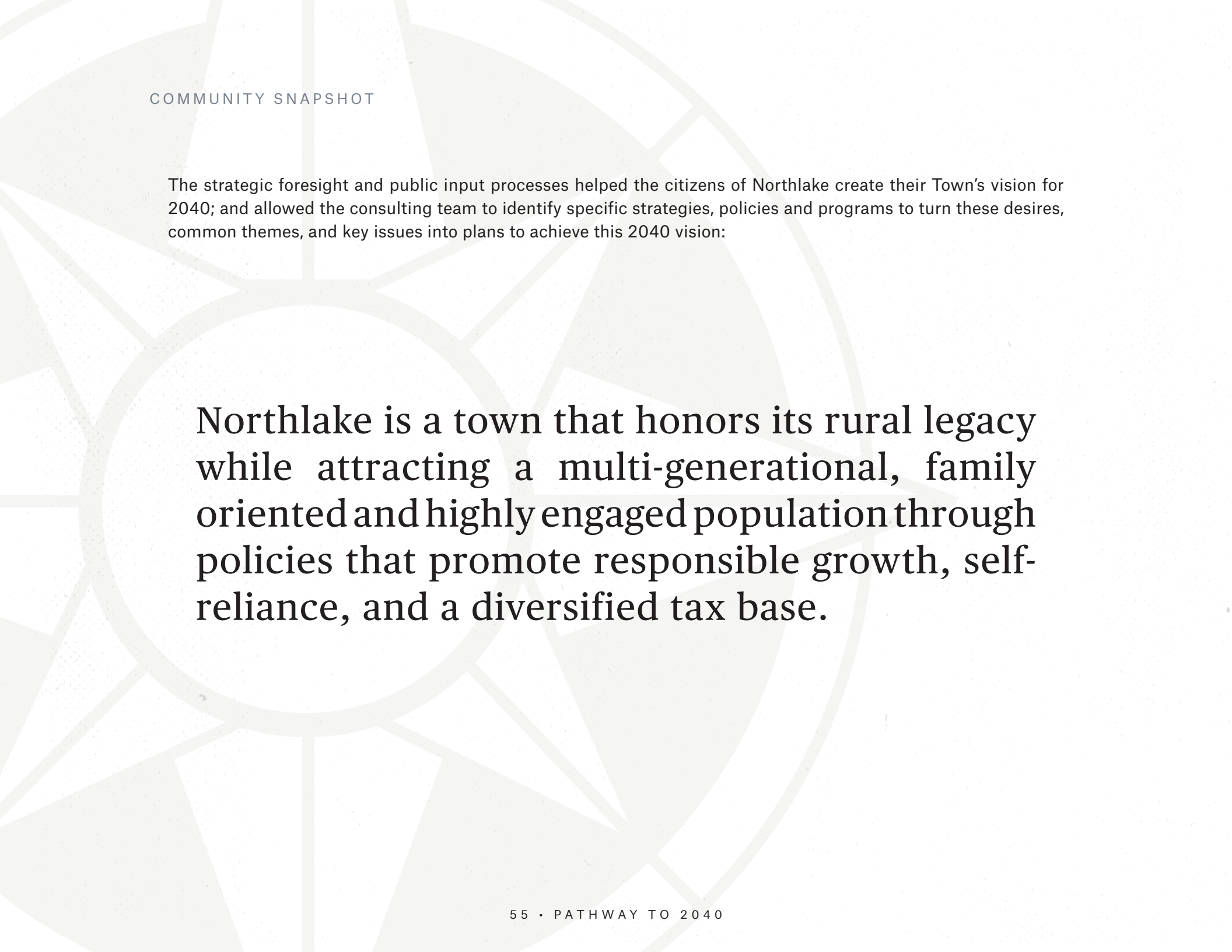


Parks & Open Space were preferred to be more rural, less developed looking. Lowest ranking images, though still with some moderate support were the sports complex and mixed-use/civic center.



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

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



COMMUNITY SNAPSHOT

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

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

Policy Recommendations



POLICY RECOMMENDATIONS

This chapter includes two sections, the first are the six themes followed by a conceptual map known as the future land use map.

The first section is laid out in terms of the six common themes that emerged from the Strategic Foresight process; key issues and future trends that could influence these themes; and the policy recommendations to accomplish these themes. The recommendations are divided in three categories: Land Development, Infrastructure Development, and Economic Development.

- **Land** development policies include policies that will determine the use of land and the aesthetics for all public and private development in town.
- **Infrastructure** development policies relate to physical infrastructure such as water, sewer, roadways & drainage, as well as funding related policies and policies that relate to human capacity building.
- **Economic** development policies are those that relate to activities that will ultimately increase tax revenues in Town.

The last section is the future land use map, it is a conceptual map meant to guide policy. The map is a culmination of the themes and vision as visually shown in the future land use map. The map is also accompanied by narratives to describe the character of each area. The boundaries are not as specific as they appear on the map. This is a concept map, when Town Council considers legislative acts they have discretion

in interpreting the boundary and as well as considering other goals in the Pathway to 2040 comprehensive plan.

VISION STATEMENT:

Northlake is a town that honors its rural legacy¹ while attracting a multi-generational², family oriented³ and highly engaged population⁴ through policies that promote responsible growth⁵, self-reliance⁶, and a diversified tax base.



THEME 1: PRESERVING RANCHES & OPEN SPACE

DESIRED OUTCOMES: Northlake respects its legacy and is agile enough for continued growth. In the year 2040, the Town has a reputation/brand in the metroplex as being serious about preserving open space. People that wish to live in rural/agricultural area but at a drivable distance to urban amenities choose Northlake as home. When 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.



CURRENT CONDITIONS: Town is composed of people desiring a more rural environment and those wanting suburban amenities. Development is decided upon on a case by case basis. The current infrastructure plans (roads, water, sewer etc.) reflect planning for the potential of an overall suburban, higher density single family type of development with no rural tones to it, though there is a desire to maintain the existing rural character. The existing parks and trail plan does not relate to the future trends in how people will/want to use open space. Additionally, the ETJ is mostly agricultural and undeveloped land. Current economic development strategy could be refined to consider more open space and preservation to align with this theme.

KEY ISSUES & FUTURE TRENDS: The key issue for Northlake is that population growth in this region is inevitable and that will lead to development of currently large open spaces in the Town and its ETJ. If Northlake does not find a way to accommodate this growth on its own terms, the growth will occur around the town. This will leave the town to deal with the negative impact of growth such as increased traffic, reduction of open space in the area without any control on quality of development and no increase in town's tax base.

The future trends that Northlake will need to address are population growth, smaller lots but larger homes, increased traffic congestion, and demand for urban villages.

THEME 1: PRESERVING RANCHES & OPEN SPACE

Land Development

Preserve ranchland & open space in the Extra Territorial Jurisdiction (ETJ) (in proximity to the area adopted for this purpose within Town limits).

2016 — 2020:

- 1) Create a strategy (including the use of development agreements) to protect land in the Town's ETJ or otherwise known as land in the county, such that it aligns with the preservation of open space and ranches similar to the area adopted for this purpose within Town limits.

2021 — 2024:

- 1) Negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

2025 — 2029:

- 1) Continue to work and negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

2030 — 2034:

- 1) Ensure ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies.

2035 — 2039:

- 1) Ensure that the infrastructure being constructed in the specified area for preservation is rural - in these areas streets, water, and sewer embody rural standards; drainage is sustainable and uses open ditches, bioswales and a regional detention system; and a network of trails, public parks and open spaces.

THEME 1: PRESERVING RANCHES & OPEN SPACE

Infrastructure Development

Invest in water, sewer, and roadway infrastructure primarily in areas that are targeted for growth, not in areas to be preserved.

2016 — 2020:

- 1) Update existing infrastructure plans and development regulations to ensure that the part of Town adopted for preserving open space, farming, and large tracts of agricultural land in this Comprehensive Plan update is implemented.
- 2) Create a regional task force to look into establishing regional detention and fund facilitation of a work plan/strategic plan for this task force.

2021 — 2024:

- 1) Develop new plans and regulations to align with the preservation of open space, farming & large tracts of agricultural land in the part of Town adopted for this purpose in this Comprehensive Plan update.
- 2) Support the Regional Task force in identifying goals, funding, and design team for construction of regional storm water detention.

2025 — 2029:

- 1) Develop, adopt, and begin implementing a Capital Improvement Program (CIP) that implements this Comprehensive Plan and all related infrastructure plans of the Town.
- 2) Begin design for the regional storm water detention; Town team and task force to work with the county and neighboring towns and cities to change regulations related to drainage easements.

2030 — 2034:

- 1) Continue implementing the adopted CIP and work to obtain grants for projects not funded in the CIP.
- 2) Continue working with the county & neighboring towns and cities to obtain drainage easements, and finalize the funding for construction of the regional storm water detention system.

2035 — 2039:

- 1) Ensure that the infrastructure being constructed in the specified area for preservation is rural - streets, water, and sewer in this area embody rural standards; sewer is primarily handled by private on-site sewage; drainage is sustainable and uses open ditches, bioswales and regional storm water detention system.
- 2) Begin construction of the regional storm water detention system.

NOTE: A Capital Improvement Plan/Program (CIP) is a short-range plan (three to ten years), which identifies capital projects and equipment purchases, provides a planning schedule and identifies options for financing the plan. The purpose of the CIP is to support the community's sense of "quality of life" (roads, water, sewer, parks etc.) and to determine potential fiscal impacts.

THEME 1: PRESERVING RANCHES & OPEN SPACE

Economic Development

Create new economic development programs and incentives that promote agriculture related businesses (such as tractor repair/sales or commercial greenhouse, or ag related R&D), and open space conservation and management.

2016 — 2020:

- 1) Develop a program and incentives to attract agritourism, agricultural programs, and agriculture/ranching related companies and jobs.
- 2) Conduct best practices research related to open space preservation, agricultural practices/promotion, land conservation, and agritourism.

2021 — 2024:

- 1) Ensure that economic incentives are in place to encourage people to preserve ranch/farm land.
- 2) Approach land conservation and agricultural groups to work in Northlake.

2025 — 2029:

- 1) Ensure that a university has established an agricultural program on the fringe (especially along FM 156) of the preservation area adopted in this Comprehensive Plan.
- 2) Establish a point of contact for agriculture and open space management in Town Hall to work with/liaison among farmers, large tract owners, conservation groups, and economic development efforts of the Town.

2030 — 2034:

- 1) Work on attracting companies related to growing food and ranching operations to locate on the fringe (especially along FM 156) of the preservation area adopted in this Comprehensive Plan.
- 2) Establish land conservation regulations, and an agritourism program for Town of Northlake.

2035 — 2039:

- 1) More companies doing research regarding growing food, ranching operations, boarding of horses, and wetlands research are approaching/locating on the fringe (especially along FM 156) of the preservation area adopted in this Comprehensive Plan.
- 2) Deploy a marketing and branding program to ensure that the 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 begins to build a reputation outside of the metroplex for agritourism.

THEME 2: NORTHLAKE RETAINS KIDS AND GRANDKIDS

DESIRED OUTCOMES: Young families with school age kids make up half of the Town's homes and single professionals/ married with no kids make up a fifth. 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.



CURRENT CONDITIONS: 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, recreation 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 they 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.

KEY ISSUES & FUTURE TRENDS: The baby boomer and millennial generations that will make up a large majority of the kids and grandkids between now and 2040 require a variety of housing choices other than single family homes on large lots. They prefer proximity to jobs, shopping and entertainment. They are engaged in their communities and are environmentally conscious. Some key issues that Northlake will need to resolve are the current lack in variety of housing choices and shopping and entertainment opportunities. The town will need to balance addressing these trends and issues with the residents' desire for large green open spaces.

The future trends that will need to be addressed to retain kids & grandkids are upscale renters, multi-family, smaller lots but larger homes, increased demand for high speed internet, and declining air and water quality.

THEME 2: NORTHLAKE RETAINS KIDS AND GRANDKIDS

Land Development

Promote a combination of different land uses and create sustainable neighborhoods with high quality of the built environment.

2016 — 2020:

- 1) Amend master plans, and update zoning ordinance and subdivision ordinance to ensure that the Town allows for higher density suburban housing types such as multifamily, townhouses, grandparent suites, and single family mix of up to 1/2 acre lots and require/incentivize public amenities to support the housing developments.

2021 — 2024:

- 1) Conduct a comprehensive public engagement process to update the Town's land use plan, as well as Town's parks and open space master plan, park dedication and impact fee ordinance.
- 2) Coordinating with sports organizations for programming of sports activities at local parks and open spaces.

2025 — 2029:

- 1) Update the Town's 2040 Comprehensive Plan and align all infrastructure plans (master water & wastewater plan, thoroughfare plan, and drainage plans) and development regulations (zoning & subdivision ordinances, design standards etc.) with the updated Comprehensive vision.

2030 — 2034:

- 1) Review and update as needed dedication and impact fee ordinances for the Town to align with the updated comprehensive plan and all other related master plans of the Town.

2035 — 2039:

- 1) Conduct a public engagement and visioning process to review the status of the 2040 Comprehensive Plan vision implementation and create a 2060 Comprehensive Plan for the Town.

THEME 2: NORTHLAKE RETAINS KIDS AND GRANDKIDS

Infrastructure Development

Invest in expanding Town services and public amenities that appeal to both young families & retirees.

2016 — 2020:

- 1) Update existing infrastructure plans and development regulations to ensure that different parts of Town slated for different land uses (higher density suburban housing, commercial/freeway, industrial, mixed use, and ranchland/open space preservation) in this Comprehensive Plan update have infrastructure (water, wastewater, thoroughfares, trails, parks, drainage) that compliments and enhances the adjacent proposed future land uses.

2021 — 2024:

- 1) Develop a parks and open space master plan, park dedication and impact fee ordinances.
- 2) Coordinating with sports organizations for programming of sports activities at local parks and open spaces.

2025 — 2029:

- 1) Develop, adopt, and begin implementing a Capital Improvement Program (CIP) that implements this Comprehensive Plan and all related infrastructure plans of the Town with special attention to quality of life infrastructure such as athletic fields, parks and trails, public plaza/town square, municipal complex and incentives for a mixed use/town center development in the schedule.

2030 — 2039:

- 1) Continue implementing the adopted CIP and work to obtain grants for projects not funded in the CIP.

THEME 2: NORTHLAKE RETAINS KIDS AND GRANDKIDS

Economic Development

Develop an economic development program that attracts a variety of housing choices and shopping and entertainment opportunities to Town.

2016 — 2020:

- 1) 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.
- 2) 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 high school, and work with them to create an Ag Academy.
- 3) Adopt a strategic policy and begin acquiring land in the Town limits or the ETJ to achieve economic development goals.
- 4) Work with telecommunication providers to ensure maximum coverage and access to Fiber networks for local businesses and residences in denser areas.

2021 — 2024:

- 1) Update the economic development incentive policy to attract retail and restaurants in locations identified in this comp plan. e.g. Attract a drive-in cinema; outdoor entertainment businesses like archery, skeet shooting, paintball etc.
- 2) Support the Town's Education Alliance Board as they continue to work with the Northwest ISD to name a school with the name "Northlake" preferably a high school, and work with them to create an Ag Academy.
- 3) Conduct a target industries study to identify specific industries and businesses to recruit to Town.
- 4) Start an entrepreneur incubator.

2025 — 2029:

- 1) Continue working to attract retail and restaurants in locations identified in this Comprehensive Plan update. e.g. Attract a drive-in cinema; outdoor entertainment businesses like archery, skeet shooting, paintball etc.
- 2) Use the Town's Education Alliance Board to work with a university or community college to develop a multi-use center that could function as a library, community center, and activity center.
- 3) Create incentives to recruit target industries and related businesses.



THEME 2: NORTHLAKE RETAINS KIDS AND GRANDKIDS

Economic Development

Develop an economic development program that attracts a variety of housing choices and shopping and entertainment opportunities to Town.

2030 – 2034:

- 1) Increase economic development staffing to enable staff to work more efficiently in attracting retail and restaurants to Town.
- 2) Create a partnership with schools and businesses in Town to enhance the Science, Technology, Engineering, and Math (STEM).

2035 – 2039:

- 1) Continue to grow the economic development program to work on attracting more retail and restaurants in locations identified in this Comprehensive Plan update.
- 2) Work with companies in the metroplex to help identify and fund ways to make the STEM program successful.

THEME 3: NORTHLAKE IS A FAMILY ORIENTED TOWN

DESIRED OUTCOMES: Northlake balances its growth with a commitment to vibrant public parks, trails, and other dynamic public amenities. Young families with school age kids make up 50% of Town's households (HH) and single professionals/ married with no kids make up 20% of Town's HH. In the year 2040, families in Northlake enjoy affordable entertainment in Town's public square, parks, splash pads/water features in public plazas and parks, trails etc.



CURRENT CONDITIONS: There is a lack of housing types for young families in Town. There is also a lack of public amenities such as parks, trails, libraries, recreation centers etc. and a lack of shopping, entertainment or dining opportunities in Town that are important to families.

KEY ISSUES & FUTURE TRENDS: The baby boomer and millennial generations that will make up a large majority of the population growth in this area between now and 2040 are naturally family-oriented and look for communities that can foster this. Some key issues that Northlake will need to resolve are the current lack in housing and neighborhood choices as well as services and amenities that are family friendly.

The future trends that will need to be addressed to create a family-oriented brand for Northlake are demand for urban villages, ageing in place, and services for the ageing population.

THEME 3: NORTHLAKE IS A FAMILY ORIENTED TOWN

Land Development

Promote creation of sustainable neighborhoods with high quality of family friendly amenities and community pride.

2016 — 2020:

- 1) 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:
 - a. Zoning Ordinance
 - b. Subdivision Ordinance
 - c. Parks & Open Space master Plan (add open spaces/plazas for public events, community centers, recreation centers, aquatic facilities etc.)
- 2) Research best practices for neighborhood organization/ empowerment program and write a white paper for it; identify people from the community to champion this program.

2021 — 2024:

- 1) Identify neighborhoods, help them establish neighborhood associations to gain 501(c)(3) status to provide opportunity to pursue neighborhood grants, and begin working on a neighborhood events/programs through neighborhood associations.

2025 — 2029:

- 1) Establish a formal neighborhood planning program in the Town and serve as a liaison.

2030 — 2034:

- 1) Begin creating small area plans with neighborhood groups.

2035 — 2039:

- 1) Work with the established neighborhood associations, informal neighborhood groups and other contacts created through the Town's Neighborhood Program to conduct a public engagement and visioning process to review the status of the 2040 Comprehensive Plan vision implementation and create a 2060 Comprehensive Plan for the Town.

THEME 3: NORTHLAKE IS A FAMILY ORIENTED TOWN

Infrastructure Development

Invest in expanding Town services and public amenities that are family friendly.

2016 — 2020:

- 1) Amend plans to ensure that all developments in Town are designed with thought to public space and public amenities. The recommended sequence is as follows:
 - a. Thoroughfare Plan (add Context Sensitive Street Design to include bike lanes, trails and landscaping to ROW sections),
 - b. Public Facilities Plan (plan for municipal complex/town center, establish a Town brand/identity, identify and/or create landmarks and gateways as a part of this plan).

2021 — 2024:

- 1) Develop, and adopt a Capital Improvement Plan (CIP) Plan that includes a municipal complex with town square/plaza and a large public park space for events and fairs.

2025 — 2029:

- 1) Begin implementing a CIP Plan that includes a municipal complex with town square/plaza and a large public park space for events and fairs.
- 2) Develop a patrol beat system for public safety. The system provides for patrolling and serving Northlake by service zones.

2030 — 2039:

- 1) Continue implementing the adopted CIP plan and work to get park & open space CIP projects not funded in the bond programs funded through grants.

THEME 3: NORTHLAKE IS A FAMILY ORIENTED TOWN

Economic Development

Develop an economic development program that attracts a variety of housing choices and shopping and entertainment opportunities to Town.

2016 — 2020:

- 1) Research best practices and identify a signature community event through citizen consensus and identify community groups and stakeholders to help implement the event.
- 2) 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.
- 3) Support this Education Alliance Board to work through development agreements to get land for schools to achieve Town goals and to locate schools in Town.

2021 — 2024:

- 1) Add to the community events by working with community groups. Identify a place and time for events such as "Food Truck Weekends".
- 2) Support this Education Alliance Board in working with business sponsors and Northwest ISD (NISD) to create a charter school or an Ag Academy at the HS level.

2025 — 2029:

- 1) Utilize an event coordinator to create community events such as - movie nights in the field, music festivals, town picnics etc.

2030 — 2034:

- 1) Create a town board to work through development agreements to get land for schools to achieve Town goals and to locate 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 on matters of education.
- 2) Support this Education Alliance Board in creating a partnership with schools and businesses in Town to enhance the Science, Technology, Engineering, and Math (STEM) program by utilizing EB5 visa's and Economic Development funds as incentives.

2035 — 2039:

- 1) Support this Education Alliance Board in working with companies in the metroplex to help identify and fund ways to make the STEM program successful.

THEME 4: COMMUNITY ENGAGEMENT

DESIRED OUTCOMES: Northlake has actively engaged residents who work together for the common good. In the year 2040, Northlake's Boards have a diversity of ages and race. There is 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.



CURRENT CONDITIONS: Citizens are disconnected with each other and distrustful of newcomers as well as Town government and management. Most residents do not fully 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. Thus some residents feel anxious about growth and development and are fearful about losing their rural environment. This anxiety was captured in the input process, but as not everyone participated, we do not know how many feel this way.

KEY ISSUES & FUTURE TRENDS: In a small community with high growth potential like Northlake, community engagement is a very important tool to achieve the 2040 vision of the community. An engaged community is an antidote to apathy and builds relationships between the individuals in the Town and leads to finding and working on win-win solutions for issues that the community cares about. The key issue for Northlake in building a successfully engaged community will be building consensus among its current and future residents, and among its younger and older residents. While some residents want only larger estate housing, others want smaller lots or multifamily housing and Town amenities like public squares/plazas and community parks; and while some residents want to preserve ranches and are happy to drive to surrounding communities for shopping and entertainment, others want retail, grocery stores, and restaurants in Town.

The future trend that will need to be addressed is population growth. As the population in Town grows, a more diverse group of citizens will lead to a larger difference in opinion among its citizens on what it takes to make the Town a better place to live.

THEME 4: COMMUNITY ENGAGEMENT

Land Development

Promote a combination of different land uses and create sustainable neighborhoods with high quality of the built environment.

2016 — 2020:

- 1) Create a Public Facilities Plan (plan for municipal complex/town center, establish a Town brand/identity, identify and/or create landmarks and gateways as a part of this plan).
- 2) Research best practices for neighborhood organization/ empowerment program and write a white paper. Identify people from the community to champion this program.

2021 — 2024:

- 1) Identify locations and conceptual design for a municipal complex with town square/plaza and large public gathering places for Town events and fairs.
- 2) Identify neighborhoods and help them establish neighborhood associations and gain 501(c)(3) status, begin working on neighborhood events/get together programs by neighborhood associations and working with HOAs.

2025 — 2029:

- 1) Begin architectural design and construction drawings for the municipal complex.
- 1) Establish a formal neighborhood planning program and designate a staff member to serve as a liaison.

2030 — 2034:

- 1) Begin creating small area plans with neighborhood groups.

2035 — 2039:

- 1) Work with the established neighborhood associations, informal neighborhood groups and other contacts created through the Town's Neighborhood Program to conduct a public engagement and visioning process to review the status of the 2040 Comprehensive Plan vision implementation and create a 2060 Comprehensive Plan for the Town.

THEME 4: COMMUNITY ENGAGEMENT

Infrastructure Development

Invest in building infrastructure that supports citizen outreach and volunteering.

2016 — 2020:

- 1) 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.
- 2) Find a low cost solution to stream and record Council meetings.

2021 — 2024:

- 1) Create a Youth Council for the Town with high school juniors and seniors as most schools require volunteer service hours to graduate.

2025 — 2029:

- 1) Conduct best practices research and partner with a university or organizations such as the Urban Land Institute and American Planning Association to create classes for a citizen academy.
- 2) 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.

2030 — 2034:

- 1) Start citizen academy certificate class.

2035 — 2039:

- 1) Provide additional support for communications and to manage the citizen academy and neighborhood planning.

THEME 4: COMMUNITY ENGAGEMENT

Economic Development

Support programs that show prospective businesses that Northlake is a welcoming Town with commitment to open communication and diversity.

2016 — 2020:

- 1) Perform specific projects/tasks such as:
 - a. 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);
 - b. Establish coffee with Council and Coffee with Town Administrator as informal opportunities to discuss issues, should be as casual as possible;
 - c. Work on Town website to disseminate information to citizens;
 - d. Develop a phone bank and let residents know how to sign up for text blasts;
 - e. Reach out to high schools and universities 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.

2021 — 2029:

- 1) Utilize an event coordinator to increase community events such as - movie nights in the field, music festivals, town picnics etc. and assist the Town Secretary with managing volunteers and Board activities.

2030 — 2039:

- 1) Support developing new and enhancing existing ways of open governance and citizen engagement through innovative methods.



Northlake should address all ten future trends identified in the community snapshot in a careful manner for the Town to see

THEME 5: NORTHLAKE PROMOTES RESPONSIBLE GROWTH

Land Development

Encourage a healthy mix of uses and densities while simultaneously respecting the Town's rural heritage.

2016 — 2020:

- 1) 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.
- 2) 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:
 - a. Thoroughfare Plan (add context sensitive street design component to it in addition to amending the ROW sizes and sections), including impact fees;
 - b. Water & Wastewater Plan, including impact fees;
 - c. Parks & Open Space master Plan, Park dedication & Impact fee ordinances;
 - d. Zoning Ordinance;
 - e. Subdivision Regulations; and
 - f. Design Standards - both engineering and architectural.
- 3) 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.

2021 — 2029:

- 1) Conduct development roundtables regularly which should include all entities that are involved in development: NCTCOG, TX-DOT, developers, site selectors, regional chambers of commerce. A summary of ideas, concerns and recommendations should be published on Town website for citizens.
- 2) Review and update the Town vision and comprehensive plan; align all existing infrastructure and public facilities plans and development regulations to the updated vision and comprehensive plan policies.
- 3) Implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

2030 — 2039:

- 1) Enhance the development roundtables by inviting members of neighborhood associations and citizen academy members to learn and observe.
- 2) Conduct a public engagement and visioning process to review the status of the 2040 Comprehensive Plan vision implementation and create a 2060 Comprehensive Plan for the Town.
- 3) Ensure that the ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies through development agreements and engaging ETJ property owners along with citizens.

THEME 5: NORTHLAKE PROMOTES RESPONSIBLE GROWTH

Infrastructure Development

Invest in regularly updating policies that encourage a financially healthy mix of uses and densities while respecting the Town's rural roots.

2016 — 2020:

- 1) Align Town annual budgets and Town Capital Improvements Program (CIP) to the 2040 vision by tying expenditures to identified Town priorities .

2021 — 2039:

- 1) Develop and adopt a CIP tying the comprehensive plan and all master plans to funding up to 2040.
- 2) Begin implementing the adopted CIP and work to get CIP projects not funded in bond programs funded through grants.

THEME 5: NORTHLAKE PROMOTES RESPONSIBLE GROWTH

Economic Development

Enhance economic development with updated policies that target development/business based on the Town's strengths' as reflected in the 2040 vision.

2016 — 2020:

- 1) Hire an economic development professional with strengths in planning and strategic thinking rather than just sales.

2021 — 2024:

- 1) Conduct a target industries study to identify specific industries and businesses to recruit to town.

2025 — 2029:

- 1) Create incentives to recruit target industries and related businesses.

2030 — 2039:

- 1) Actively recruit target industries and related businesses to Northlake.

THEME 6: NORTHLAKE IS A SELF-RELIANT AND SELF-DETERMINANT TOWN

DESIRED OUTCOMES: Northlake is self-directed in its planning and carves its own path forward in the year 2040.



CURRENT CONDITIONS: There is not enough consensus among citizens regarding future growth and development of Town, though this is changing. Current infrastructure plans conflict with the 2040 vision. Northlake's current economic development strategy will need to be enhanced and aligned with the 2040 vision.

KEY ISSUES & FUTURE TRENDS: Northlake's desire to determine its future and be self-reliant in its decisions depends upon the Town's leadership of the growth anticipated in this region. Some key issues that the Town will need to address soon is how to make space for this growth within its boundaries and thereby control its location and quality; influencing the quality of growth in adjacent areas to Town; finding funding for Town services and amenities; and providing adequate infrastructure to sustain existing and future development in Town.

The future trends that will affect this theme are how the Town addresses population growth, its aging population, accommodations for renters and people wanting smaller lots, traffic, internet services, air, and water quality, as well as demand for urban villages.

THEME 6: NORTHLAKE IS A SELF-RELIANT AND SELF-DETERMINANT TOWN

Land Development

Update and align all Town plans and policies to the 2040 vision and identified Town priorities regularly.

2016 — 2020:

- 1) 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:
 - a. Continue to use staff during these to study, plan, revise codes, revise strategies; and
 - b. Buy land when its cheapest and aligns with Town goals (land banking) in anticipation of when the economic cycles turn back up.
- 2) Create strategy to protect land in ETJ such that it aligns with the 2040 vision. Encourage residential development that seeks 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.

2021 — 2029:

- 1) Review and update the Town vision and comprehensive plan; align all existing infrastructure and public facilities plans and development regulations to the updated vision and comprehensive plan policies.
- 2) Implement the adopted strategy to preserve/ protect/ manage development on ETJ land. Work and negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

2030 — 2039:

- 1) Conduct a public engagement and visioning process to review the status of the 2040 Comprehensive Plan vision implementation and create a 2060 Comprehensive Plan for the Town.
- 2) Ensure that the ETJ land is in the process of developing in a manner that is compatible with the Town's adopted plans and policies.

THEME 6: NORTHLAKE IS A SELF-RELIANT AND SELF-DETERMINANT TOWN

Infrastructure Development

Ensure fiscal and economic choices maximize the return on Town's spending.

2016 — 2020:

- 1) Align Town annual budgets and Town Capital Improvements Plan to the 2040 vision by tying expenditures to identified Town priorities .

2021 — 2024:

- 1) Enter into public private partnerships and identify and establish appropriate special districts for funding public improvements wherever possible. Work to identify grants for identified priorities to compliment Town Budget and develop and adopt a CIP Plan tying the comprehensive plan and all master plans to funding up to 2040.

2025 — 2039:

- 1) Begin implementing the adopted CIP plan and keep working to get CIP projects not funded in the bond programs funded through grants.

THEME 6: NORTHLAKE IS A SELF-RELIANT AND SELF-DETERMINANT TOWN

Economic Development

Ensure strategic partnerships and recruitment that maximizes the Town's economic development spending.

2016 — 2020:

- 1) Ensure economic development staff and consultants have strengths in planning and strategic thinking rather than just sales.

2021 — 2024:

- 1) Conduct a target industries study to identify specific industries and businesses to recruit to town.

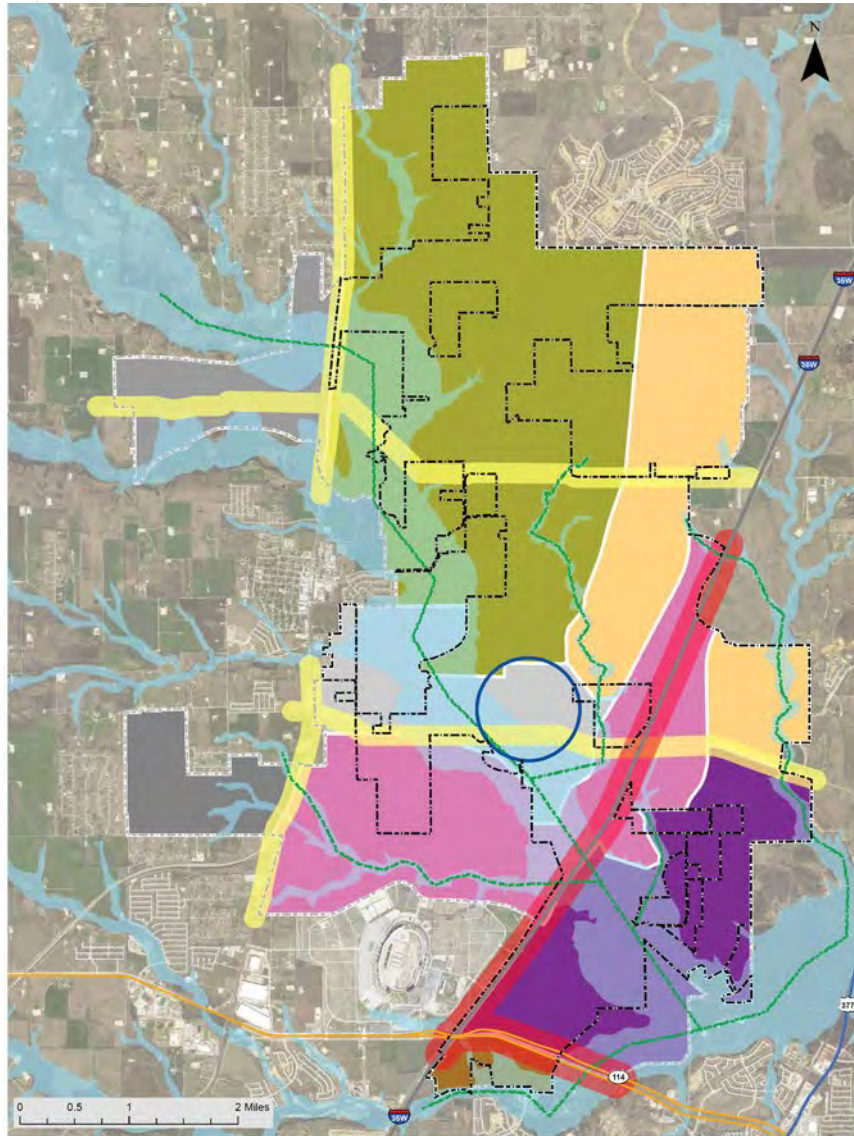
2025 — 2029:

- 1) Create incentives to recruit target industries and related businesses.

2030 — 2039:

- 1) Actively recruit target industries and related businesses to Northlake.

FUTURE LAND USE MAP



	CITY LIMIT		HWY CORRIDORS		WORKFORCE RESIDENTIAL
	ETJ		ARTERIAL CORRIDORS		TRANSITIONAL MARKET DEPENDENT
	TRAIL CORRIDORS		RANCH PRESERVATION		TRANSITIONAL MIXED USE
	FLOOD PLAIN		NEIGHBORHOOD RESIDENTIAL		MIXED USE
	TOWN CENTER		BUSINESS PARK		

The purpose of the Future Land Use Map is to determine appropriate locations for future uses and activities while establishing a sense of the future character for areas within the Town.

The Town has been described in seven future character areas and five special areas. This approach builds on the prior comp plan's conceptual mixed-use designated areas that has served the Town very well, but as growth is inevitable and there is a desire to preserve a rural feel in balance with growth, it is still important to remain flexible. Each character area is provided with a general idea for densities and mix of uses. The character areas do not have exclusive boundaries, ultimately policy decisions are made on a case-by-case basis considering the future land use map and all the related goals from the comp plan.

The map shall not constitute zoning regulations or establish zoning district boundaries, but should provide general direction for new development and redevelopment projects.

CHARACTER AREAS

Neighborhood Residential (NR) – This area is usually in a suburban form though may retain undeveloped areas, such as the perimeter of a subdivision along collectors and arterials. Most roads will be curb and gutter, though local roads could have open ditches. Trails are present and connect to a larger trail network. Neighborhood services are close by and located on arterials and collectors and in some cases, may even be within walking distance. These areas provide opportunities to commune with neighbors and to be physically active due to available and/or accessible parks, trails, and amenities. A mix of single family housing products would be available. A rural or

FUTURE LAND USE MAP

rustic aesthetic of architecture on smaller lots and the perimeter of the subdivision are necessary to retain as much of the rural character as possible in a suburban form development.

Density: Variety of Single Family lot sizes with an average density of up to 3 units per acre.

Use: Open space 15-20%; 70-80% Residential; and 5-10% Non-residential. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

Ranch Preservation (RP) – This area is largely undeveloped with ranches, farms, and estates, but may develop low density residential. This area would seek to preserve ranches, farms, and large estates, typically greater than twenty acres, but also allow, under certain conditions, some areas to have an average density of one dwelling unit per five acres.

Agricultural activity may be present. However, due to the current development patterns and proximity to current and future arterials, it is poised for residential growth. Neighborhood type services could exist near major arterial intersections, but not collector streets. The homes in this area should be located off some collectors and mostly local streets. Open ditches may be appropriate in most instances. The west side of this area may also be appropriate for farming research and development activities related to testing of crops, commercial greenhouses, etc. Inappropriate uses would be research and development that would create a nuisance or hazard such as meat packing, fertilizer research, tractor sales/repairs, or manufacturing, etc. It is the intention to preserve and enhance rural character and to regulate the design of new residential housing products to be within the context of the surrounding environment.

Density: Areas to preserve ranches and large estates should have an average density of 10 to 20 acres per unit; select areas for Single Family should average a minimum 1 unit per 5 acres, more possible with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area.

Use: Single Family 40-45%; 50-55% Residential Estates/Ranches; and 0-5% Non-residential. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

Workforce Residential (WR) – This area caters to a range of workers from contractors to executives. Hotels, apartments, condos, mixed-use developments both horizontal and vertical are all appropriate in this area. Horizontal mixed-uses would have residential dwellings within 800 feet. One would also expect to see neighborhood services, retail, commercial, and professional services offices in the area.

Density: Multi-family up to 22 units per acre, more possible in context with vertical residential mixed use with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area.

Use: Open space 0-5%; Multi-family 20-30%; and 70-75% Non-residential, including hotel use, and/or Vertical Mixed Use. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

FUTURE LAND USE MAP

 **Mixed Use (MU)** – This area is a destination center/area. There may be mixed-use developments with limited residential, shopping centers, entertainment districts, public amenities and services, or professional office buildings. Low to mid-rise buildings would be appropriate. Uses should be serviced by parking structures when possible to reduce surface parking and encourage efficient use of land. This area is easily accessible to all. The flood plain acts as a natural barrier from the TMU area. The area closest to the Texas Motor Speedway would be an ideal area for a future entertainment complex to take advantage of the Speedway and to use the flood plain as a buffer to other uses. Any residential in a mixed-use development should be located away from and designed to mitigate noise from the Texas Motor Speedway and the Bell Helicopter Facility. Residential development should be discouraged within one mile of TMS as recommended by the Texas Motor Speedway Area Master Plan.

Density: Variety of Single Family lot sizes and Horizontal Residential Mixed Use with an average density of up to 6 units per acre; Multi-family and Vertical Residential Mixed Use up to 22 units per acre, more possible with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area.

Use: Open space 15-20%; 20-30% Residential with up to 20% of the Residential area to be Multi-family and Vertical Residential Mixed Use; and 50-65% Non-residential. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

 **Business Park (BP)** – This area is generally an employment center. May include hotels, distribution centers, corporate office campuses, educational facilities, technology centers, and research facilities. Complementary uses and activities are

often present, such as retail and restaurants. Limited manufacturing and warehouse uses may be allowed to support the employment centers. Industrial uses that are very hazardous or pose nuisances that can't be mitigated should not be allowed. Emphasizing the available airport even though not in the Town, would encourage distribution centers, business parks, or corporate campuses. Low-rise and mid-rise to the extent the buildings or structures would interfere with air traffic (conical zone). Adequate building setbacks must be considered when development is proposed near neighborhoods.

Density: There is no residential envisioned for this area. A general guide for non-residential uses is a Floor Area Ratio of .50, more may be possible with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area.

Use: Open space 10-15%; 0% Residential; and 85-90% Non-residential. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

 **Transitional Mixed Use (TMU)** – This area would serve as a transition from undeveloped/rural to the nearby areas that are retail, office, or residential. Agricultural related Research & Development may be appropriate in less developed areas, and agricultural services such as repair and sales of farm equipment may also be appropriate along the arterial corridor along FM 156 (the uses should not be hazardous such as fertilizer production or storage, and nuisance potential should be like that of regular agricultural activity). Adequate setbacks should be provided for commercial, retail, or office uses when adjacent to residential areas to minimize impact on character of rural residential areas. Non-residential uses should generally be located along arterials and major intersections. Vertical mixed-uses and

FUTURE LAND USE MAP

horizontal mixed-uses with residential housing similar to the NR character area could be appropriate depending on context and location. A possible town center has been generally identified in this area (exact location has not been determined), such a development should provide opportunity for access to public amenities. The area would be ideal for future medical offices and a hospital when the demographics necessitate the need.

Density: Variety of Single Family lot sizes and Horizontal Residential Mixed Use with an average density of up to 4 units per acre; Multi-family and Vertical Residential Mixed Use up to 22 units per acre, more possible with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area.

Use: Open space 15-20%; 30-50% Residential with up to 20% of the Residential area to be Multi-family and Vertical Residential Mixed Use; and 50-65% Non-residential. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

 **Transitional Market Dependent (TMD)** – This area would serve as a transition from adjacent areas. This area would be largely influenced by market forces, largely driven by expected traffic volumes on FM 156 in the future. Development in this area when residential should resemble the RP, when commercial should resemble TMU. Potential for nuisances should be mitigated. Adequate setbacks should be provided for commercial, retail, or office uses when adjacent to residential areas to minimize impact on character of residential areas. Mixed-uses could be appropriate depending on context and location. The exact mix of uses, densities, locations, and siting will be determined by Northlake through zoning and master planning.

FUTURE LAND USE MAP

Special Areas

These areas are transitional as well as connectors. Uses, site layout, and architectural design should provide for aesthetic coherency and transitions between character areas.

 **Town Center** – The proposed area is currently less developed, more centrally located, and less likely to cannibalize the most valuable land for development in the near future. Also, the presence of a municipal complex/town center would also draw commercial growth away from the rural residential, thus preserving its character, and the Town would set the standard for what that growth should look like. There is not a recommended site, just a general area. However the general area recommended for the town center touches or is in close proximity to most character areas and serves as focal point for the Town.

 **Flood Plain** – The flood plain exclusive of the flood way, can be an appropriate area in which to provide trails, parks, and open-space. Usually large and expensive development projects can only afford to develop and build in flood plains, such as a large residential development or a business park. Flood plains can also serve as natural buffers between adjacent uses or character areas. Flood plains can also provide a means of connecting people through trails and linear parks as well as creating active and interesting spaces.

 **Trail Corridors** – This area is intended to provide the Town an amenity that will attract quality development and help to preserve the rural character while connecting the Town by a network of trails and open space. The trails are envisioned for hike and bike use, and separate equestrian use in some areas.

 **Highway Corridors** – The Highway Corridor is an area that reflects how the public would view and experience the highway while driving by. Generally, these corridors can accommodate heavier commercial and light industrial uses. Depending on the context of nearby uses, high density residential such as apartments, condos, or mixed-use developments would be appropriate as well. Context of transitioning from the corridor to the adjacent character area should be considered in the development process. Due to noise and health impacts of highways, residential development, day care, and elder care are generally not appropriate within 500' of the ROW in these corridors. Adequate building setbacks must be considered when development is proposed near neighborhoods.

 **Arterial Corridors** – These areas may be used as transitional buffers between and within character areas. These corridors serve to connect residential with retail and commercial development. These corridors when adjacent to transitional and commercial areas would not be appropriate for industrial uses, but commercial, retail, and mixed-use with residential would all be appropriate. Due to noise and health impacts of highways, residential development, day care, and elder care are generally not appropriate within 500' of the ROW in these corridors.

Implementation Plan



TOP TEN PRIORITIES

1. Remove pressure from developers for incompatible developments in areas proposed for rural development by creating different character areas in the Town of Northlake to accommodate rural, suburban, and urban developments.
2. Ensure that the areas proposed for rural development are in fact developing per this Comprehensive Plan vision.
3. Ensure different types of housing, amenities, and retail developments that draw young families, can occur in Town by changing lot sizes and other development regulations.
4. Ensure property in the Extra Territorial Jurisdiction (ETJ), in and around the area proposed for rural development in Town limits develops compatibly to prevent areas outside Town's control determining and/or competing with Town's development pattern by negotiating development agreements with ETJ property owners and/or strategically annex areas most likely to develop upon adoption of a home rule charter.
5. Ensure a higher level of economic development to maintain a diversified tax base – by investing in maintaining and enhancing planning activities and staffing levels.
6. Invest in: building and expanding Town's infrastructure, enhancing staffing levels, and continuing economic development and planning activities.
7. Ensure that property owners in the area proposed for rural development have options to sell their property if desired by developing an economic development program and incentives that targets agritourism, agricultural programs, and agriculture/ranching related companies and jobs.
8. Enhance understanding, support, and pride in Town through a higher level of communication with and between citizens by providing opportunities to volunteer and participate in Town matters and community events.
9. Enhance education opportunities in Town by working with school districts and businesses in Town.
10. Enhance regional cooperation in development and growth related issues by working with neighboring municipalities, regional entities, and developers.

ACTION STEPS FOR 2016 - 2020

FY 2017 to FY 2018

ACTION STEPS

Step I - Amend all infrastructure plans – thoroughfare, water and wastewater plans to require all current and future infrastructure design to meet:

- a. Rural standards in the part of the Town of Northlake that is proposed for rural development in the future land use concept plan; and
- b. Urban standards in the other parts of town proposed for suburban, and retail, commercial, industrial developments in the future land use concept plan.

Both with thought to creating well designed public spaces and public amenities and street design to include bike lanes, trails and landscaping to roadway ROW sections.

Step II - Amend the Town zoning ordinance and subdivision ordinance, including the design standards manual to ensure:

- a. Rural density — One residential dwelling per five acres in the part of Town that is proposed for rural development in the future land use concept plan; and
- b. Higher density suburban housing types such as multifamily, townhouses, grandparent suites, and single family mix of up to 1/2 acre lots in the other parts of town proposed for suburban, and retail, commercial, industrial developments in the future land use concept plan.

Both with thought to creating well designed public spaces and public amenities.

Step III - Create a strategy and action steps to protect land in the ETJ for types of developments that seek to preserve rural feel and/or pursue a unique idea that builds on Northlake's assets. The scope of work should include best practices research such as studying Granbury, TX's fly-in-out neighborhood, and Aiken, SC's equestrian based development/community.

Step IV - Negotiate implementation of the action steps recommended to protect land in the ETJ for types of developments that seek to preserve rural feel and/or pursue a unique idea that builds on Northlake's assets.

PRIORITIES & ACTION STEPS FOR 2016 - 2020

FY 2018 to FY 2020

ACTION STEPS

Step V - Create a comprehensive economic development strategy for the Town of Northlake, the scope of which should include: review of the retail studies and identification of action steps & strategy to implement the studies' basic target industry recommendations for the Town, action plan and incentives to attract agritourism, agricultural programs, identification of agriculture/ranching related companies and jobs for Northlake and action steps for bringing these to Town, and identification of possible properties needed for the Town to achieve its economic development goals with a strategy to acquire these properties.

Step VI - Negotiate with and incentivize companies like telecommunications to ensure maximum coverage and access to Fiber networks for local businesses and residences in denser areas.

Step VII - Conduct a combined retreat with Town Council, Town Boards, and Town's executive staff in January 2018, January 2019, and January 2020 to develop a large board of priorities and projects needed to be accomplished in the upcoming year, to review achievements, and to decide work plans for Boards and staff. This retreat should also be treated as the start of developing the Town's annual budget and Town Capital Improvements Plan by tying expenditures to identified Town priorities.

Step VIII - Conduct best practices research and write action plans for the following:

- a. Establishing a signature community event through citizen consensus includes identifying the community groups and stakeholders to help implement the event (e.g. BBQ Fest);
- b. Establishing open space preservation, agricultural practices/promotion, land conservation, and agritourism programs in Town;
- c. Establishing a neighborhood organization/ empowerment program and identify people from the community to champion this program; and
- d. Establishing a regional task force to look into establishing regional detention and work plan/strategic plan for this task force.

PRIORITIES & ACTION STEPS FOR 2016 - 2020

FY 2018 to FY 2020

ACTION STEPS

Step VIII - Conduct the following tasks:

- a. Establish coffee with Town Council and Coffee with Town Administrator as informal opportunities to discuss issues;
- b. Work on Town website to disseminate information to citizens and find a low-cost solution to stream and record Council meetings;
- c. Continue the phone bank development and alternative ways to let residents know how to sign up for text blasts;
- d. Develop 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; and
- e. Conduct specific projects, such as canvassing National Night Out even to let attendees know how to sign up for Text Blasts, or similar projects.

Step IX - Create a Town Board to serve as a task force and represent the Town's interests on matters of education—Education Alliance Committee.

Step X - Establish a regional task force to look into establishing regional detention, identify members, and develop a work plan/strategic plan for this task force.

Step XI - Engage a consultant to develop a Public Facilities Plan (plan for municipal complex/town center, establish a Town brand/identity, identify and/or create landmarks and gateways as a part of this plan).

PRIORITIES & ACTION STEPS FOR 2021 - 2024

FY 2020 to FY 2021

ACTION STEPS

Step I - Develop a Capital Improvement Program (CIP) plan that includes a municipal complex with town square/plaza and large public park space for events and fairs by facilitating a one-day workshop with the Town of Northlake's executive staff. The scope of work would be to research and spatially compare the priorities of all departments, taxable values, building permits, general fund investments planned for the five-year period and the priorities of this Comprehensive Plan. Choose projects to be funded through the CIP from the areas of town that show maximum return on investment – areas where majority of the spatially overlaid metrics coincide.

Step IA - Step IX from FY 2016 - FY 2020 priorities if not completed: Develop a Public Facilities Plan (plan for municipal complex/town center, establish a Town brand/identity, identify and/or create landmarks and gateways as a part of CIP).

Step IB - Conduct a combined retreat with Town Council, Town Boards, and Town's executive staff in January 2021, January 2022, January 2023, and January 2024 to develop a large board of priorities and projects needed to be accomplished in the upcoming year, to review achievements, and to decide work plans for Boards and staff. This retreat should also be treated as the start of developing the Town's annual budget by tying expenditures to identified Town priorities at these retreats.

Step II - Grow the Town's economic development program, focusing on planning and strategic thinking, to:

- a. Develop an incentive policy to attract retail and restaurants in locations identified in this comp plan.
- b. Develop/enhance economic incentives to encourage people to preserve ranch/farm land and attract agritourism, agricultural programs, and agriculture/ranching related companies and jobs.
- c. Undertake an in-depth target industries study to identify industries and businesses to recruit to Northlake.
- d. Recruit businesses from the identified target industries and develop targeted incentives to enhance the recruitment process.
- e. Start an entrepreneur incubator.

Step III - Work and negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

PRIORITIES & ACTION STEPS FOR 2021 - 2024

FY 2021 to FY 2024

ACTION STEPS

Step IV - Designate a community events coordinator familiar with the community to:

- a. Increase community events such as - movie nights in the field, music festivals, town picnics, food truck weekends etc. and assist the Town of Northlake Secretary to manage volunteers, and Board activities.
- b. Identify neighborhoods and help them establish neighborhood associations and gain 501 c3 status, begin working on a neighborhood events/programs through neighborhood associations.
- c. Work with land conservation and agricultural groups in Northlake to develop a conservation and open space management program in Town.
- d. Establish a Youth Council for the Town with high school juniors and seniors as most ISDs require volunteer service hours to graduate.
- e. Support the Education Alliance Board as they continue 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.
- f. Work on Step X from 2016-2020 priorities: Establish a regional task force to consider establishing regional detention, identify members, and develop a work plan/strategic plan for this task force, and/or continue to support the task force in identifying goals, funding, and design team for construction of regional detention.

Step V - Update the Town's land use plan, as well as Town's parks and open space master plan, park dedication and impact fee ordinances, coordinating with sports organizations for programming at local parks and open spaces.

Step VI - Update the Town's infrastructure plans, and if needed, develop new plans and regulations to align with the preservation of open space, farming & large tracts of agricultural land in the west part of Town adopted for this purpose in this Comprehensive Plan update.

Step VII - Establish development round-tables every quarter to include all entities that are involved in development in Town: NCT-COG, TXDOT, developers, site selectors, regional chambers of commerce. A summary of ideas, concerns and recommendations from these meetings should be published on Town website for citizens.

PRIORITIES & ACTION STEPS FOR 2025 - 2029

FY 2025 to FY 2029

ACTION STEPS

Step I - Implement a Capital Improvement Program (CIP) plan:

- a. Construct a municipal complex with town square/plaza and large public park space for events and fairs; and
- b. Construction of other projects identified in the CIP.

Both with thought to creating well designed public spaces and public amenities and street design to include bike lanes, trails and landscaping to roadway ROW sections.

Step IA - Conduct a combined retreat with Town of Northlake Council, Town Boards, and Town's executive staff in January 2025, January 2026, January 2027, January 2028, and January 2029 to develop a large board of priorities and projects needed to be accomplished in the upcoming year, to review achievements, and to decide work plans for Boards and staff. This retreat should also be treated as the start of developing the Town's annual budget by tying expenditures to identified Town priorities at these retreats.

Step II - Continue economic development activities as follows:

- a. Actively recruit retail and restaurants in locations identified in this comp plan. e.g. Attract a drive-in cinema; outdoor entertainment businesses like archery, skeet shooting, paintball etc;
- b. Actively attract agritourism, agricultural programs, and agriculture/ranching related companies and jobs. Bring a reputable university with an established agricultural program, on the fringe (especially along FM 156) of the preservation area on the west side of Town, adopted in this Comprehensive Plan; and
- c. Continue to recruit businesses identified as target industries for the Town.

Step III - Continue to work and negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

PRIORITIES & ACTION STEPS FOR 2025 - 2029

FY 2025 to FY 2029

ACTION STEPS

Step IV - Continue the work of the Community Events Coordinator and their following activities:

- a. Manage community events such as - movie nights in the field, music festivals, town picnics, food truck weekends etc. and assist the Town Secretary to manage volunteers, and Board activities.
- b. Work with land conservation and agricultural groups in Town to develop a conservation and open space management program in Town.
- c. Support the Education Alliance Board to work with a university or community college to develop a multi-use center that could function as a library, community center, and activity center.
- d. Work with the regional task force to begin design for the regional detention and assist the task force to work with the county and neighboring towns and cities to change regulations related to drainage easements.
- e. Conduct best practices research and create partnerships with educational institutions and organizations such as the Urban Land Institute, and American Planning Association to establish a neighborhood education academy in Town – like City of Garland.

PRIORITIES & ACTION STEPS FOR 2025 - 2029

FY 2027 to FY 2029

ACTION STEPS

Step V - Work to attract a university that has an established ag program, on the fringe (especially along FM156) of the preservation area adopted in this Comprehensive Plan.

Step VI - Update the Town of Northlake's 2040 Comprehensive Plan and align all infrastructure plans (master water & wastewater plan, thoroughfare plan, parks & recreation plan, and drainage plan) and development regulations (zoning & subdivision ordinances, design standards etc.) with the updated Comprehensive vision.

Step VII - Develop a beat system for public safety.

Step VIII - Enhance planning capabilities to:

- a. Assist with increased development activity;
- b. Continue development roundtables every quarter to include all entities that are involved in development in Town: NCTCOG, TXDOT, developers, site selectors, regional chambers of commerce, and post a summary of ideas, concerns and recommendations from these meetings should be published on Town website for citizens; and
- c. Establish a formal neighborhood planning program in the Town.

PRIORITIES & ACTION STEPS FOR 2030 - 2034

FY 2030 to FY 2034

ACTION STEPS

Step I - Adjust the Capital Improvement Program (CIP) plan if needed to align with the updated plans from 2029 and continue with construction of infrastructure projects identified in the CIP.

Step IA - Conduct a combined retreat with the Town of Northlake's Council, Town Boards, and Town's executive staff in January 2030, January 2031, January 2032, January 2033, and January 2034 to develop a large board of priorities and projects needed to be accomplished in the upcoming year, to review achievements, and to decide work plans for Boards and staff. This retreat should also be treated as the start of developing the Town's annual budget by tying expenditures to identified Town priorities at these retreats.

Step II - Continue economic development activities as follows:

- a. Actively recruit retail and restaurants in locations identified in this comp plan. e.g. Attract a drive-in cinema; outdoor entertainment businesses like archery, skeet shooting, paintball etc;
- b. Work on attracting companies related to growing food and ranching operations to locate on the fringe (especially along FM 156) of the preservation area adopted in this Comprehensive Plan; and
- c. Recruit businesses identified as target industries for the Town.

Step III - Continue to work and negotiate with property owners in the ETJ to implement the adopted strategy to preserve/ protect/ manage development on ETJ land.

Step IV - Continue the work of the Community Events Coordinator and their following activities:

- a. Manage community events such as - movie nights in the field, music festivals, town picnics, food truck weekends etc. and assist the Town Secretary to manage volunteers, and Board activities;
- b. Assist the Town Secretary in developing and enhancing ways of open governance and citizen engagement through innovative methods;
- c. Establish land conservation regulations, and an agritourism program for Town of Northlake;

PRIORITIES & ACTION STEPS FOR 2030 - 2034

ACTION STEPS

Step IV - Continue the work of the Community Events Coordinator and their following activities:

- d. Support the Education Alliance Board to work on development agreements with property owners to get land for schools to achieve Town goals and to locate NISD schools in Town, and in creating a partnership with schools and businesses in Town to enhance the STEM program by utilizing the EB5 visa's and Economic Development funds as incentives; and
- e. Work with the regional task force to continue working with the county & neighboring towns and cities to obtain drainage easements, and finalize the funding for construction of the regional detention.
- f. Start a citizen academy certificate through the neighborhood education academy in Town.

Step V - Review and update as needed dedication and impact fee ordinances for the Town to align with the updated comprehensive plan and all other related and updated master plans of the Town.

Step VI - Continue enhancing planning capabilities to:

- a. Assist with increased development activity;
- b. Enhance the development roundtables by inviting members of neighborhood associations and neighborhood education academy members to learn and observe; and
- c. Begin creating small area plans with neighborhood groups as a part of the neighborhood planning program.

PRIORITIES & ACTION STEPS FOR 2035 - 2039

FY 2035 to FY 2039

ACTION STEPS

Step I - Continue construction of infrastructure projects identified in the CIP and ensure that the infrastructure being constructed in the specified area for preservation 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; a network of trails, public parks and open spaces.

Step II - Conduct a combined retreat with the Town of Northlake Council, Town Boards, and Town's executive staff in January 2035, January 2036, January 2037, and January 2038, to develop a large board of priorities and projects needed to be accomplished in the upcoming year, to review achievements, and to decide work plans for Boards and staff. This retreat should also be treated as the start of developing the Town's annual budget by tying expenditures to identified Town priorities at these retreats.

Step III - Continue economic development activities as follows:

- a. Continue to recruit companies doing research regarding growing food, ranching operations, boarding of horses, and wetlands research on the fringe (especially along FM156) of the preservation area adopted in this Comprehensive Plan;
- b. Undertake a branding program to ensure that the 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 begins to build a reputation outside of the metroplex for agritourism; and
- c. Continue to grow the economic development program in Town to work on attracting more retail and restaurants, as well as identified target industries and related businesses.

PRIORITIES & ACTION STEPS FOR 2035 - 2039

ACTION STEPS

Step IV - Continue the work of the Community Events Coordinator, consider enhancing capabilities to assist with communications and managing the increased citizen participation, support neighborhood planning, and the following activities:

- a. Manage community events such as - movie nights in the field, music festivals, town picnics, food truck weekends etc. and assist the Town Secretary to manage volunteers, and Board activities;
- b. Continue developing and enhancing ways of open governance and citizen engagement through innovative methods;
- c. Support the Education Alliance Board in working with companies in the metroplex to help identify and fund ways to make the STEM program successful; and
- d. Work with the regional task force to manage construction of the regional detention system.

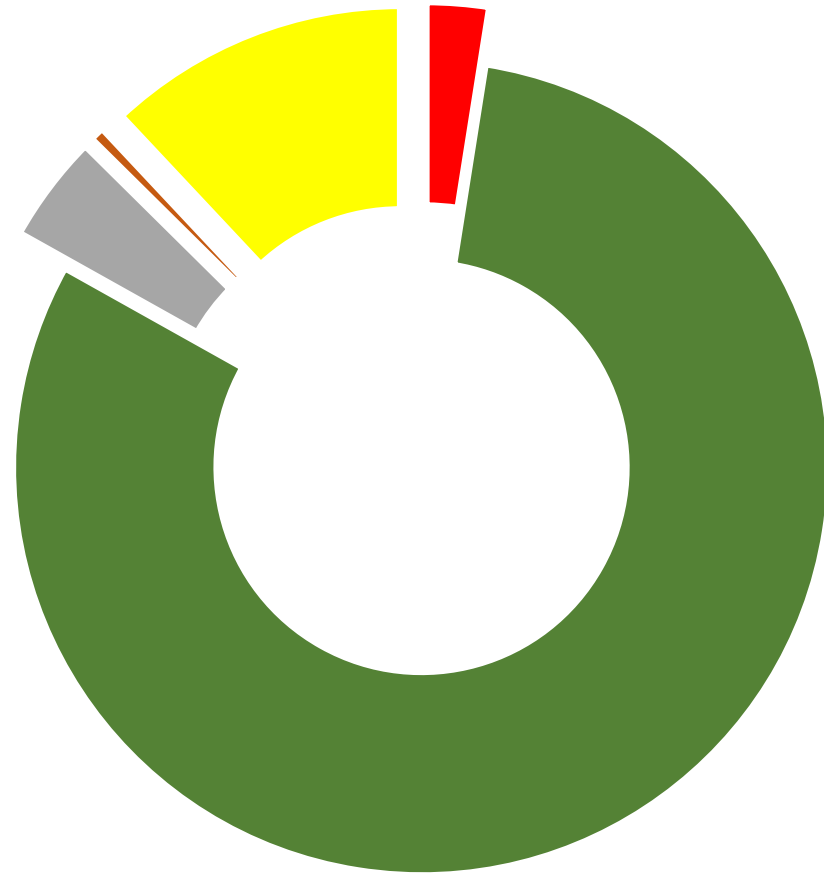
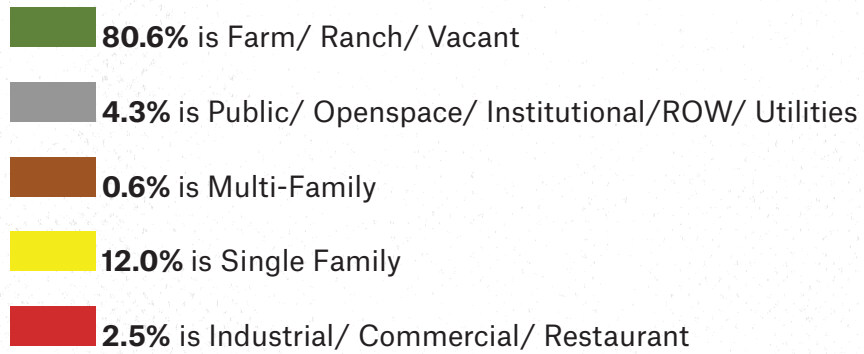
Step V - Work with the established neighborhood associations, informal neighborhood groups and other contacts created through the Town's Neighborhood Planning Program to conduct a public engagement and visioning process, to review the status of the 2040 Comprehensive Plan vision implementation, and to create a 2060 Comprehensive Plan for the Town.

Community Snapshot Appendix

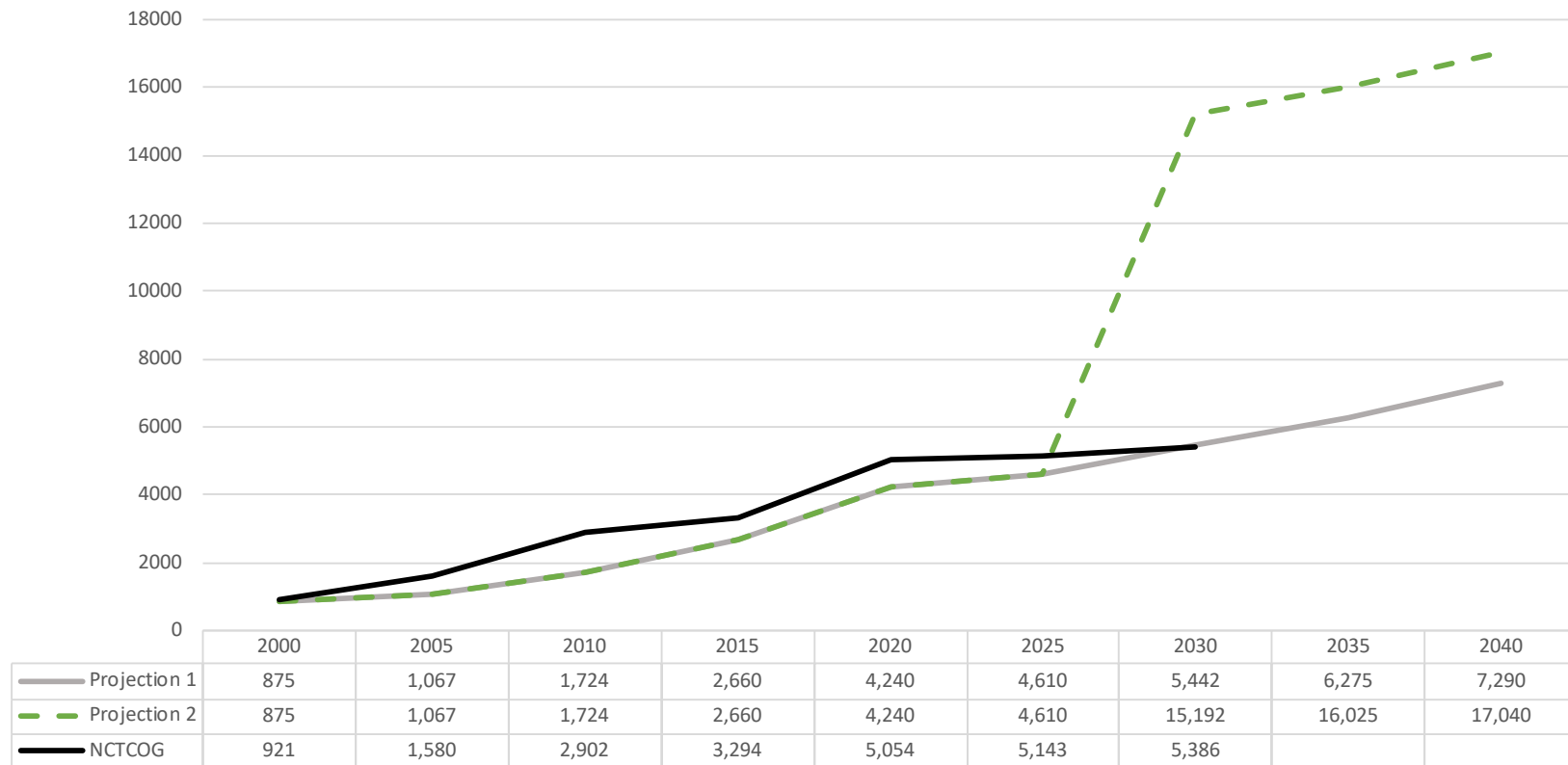


Current Land Use in Northlake

Current Land Use in Northlake Town Limits



Population Trends



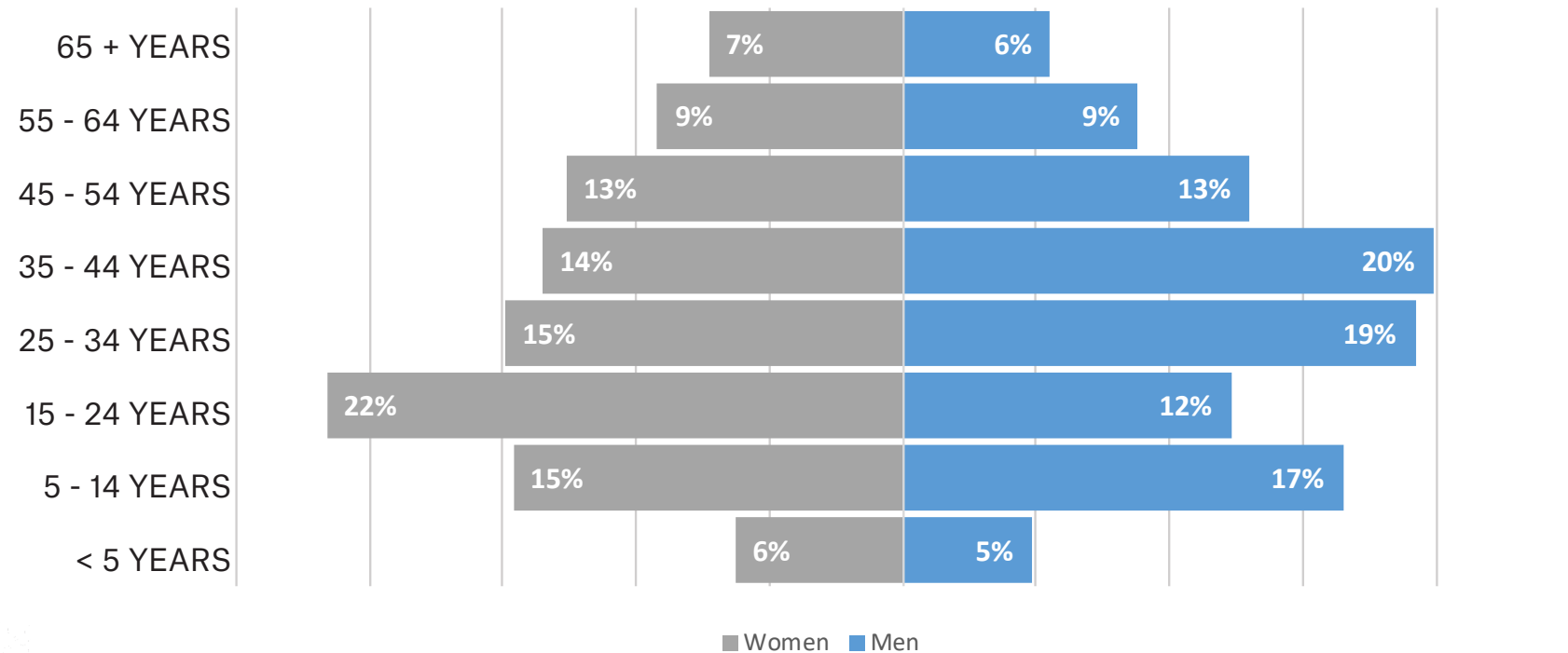
NCTCOG population data are historical estimates that were shown in the 2009 comprehensive plan.

Projection 1 is an estimate based on data reported by the Town of Northlake through 2010, 2015 is a NCTCOG estimate, the later years are projected.

Projection 2 is an estimate based on Projection 1 through 2015, there after assumes Harvest joins the Town in 2030.

Note: In early 2016 the NCTCOG estimated the population for Northlake at 2,660 and this estimate has been used for a 2015 data input.

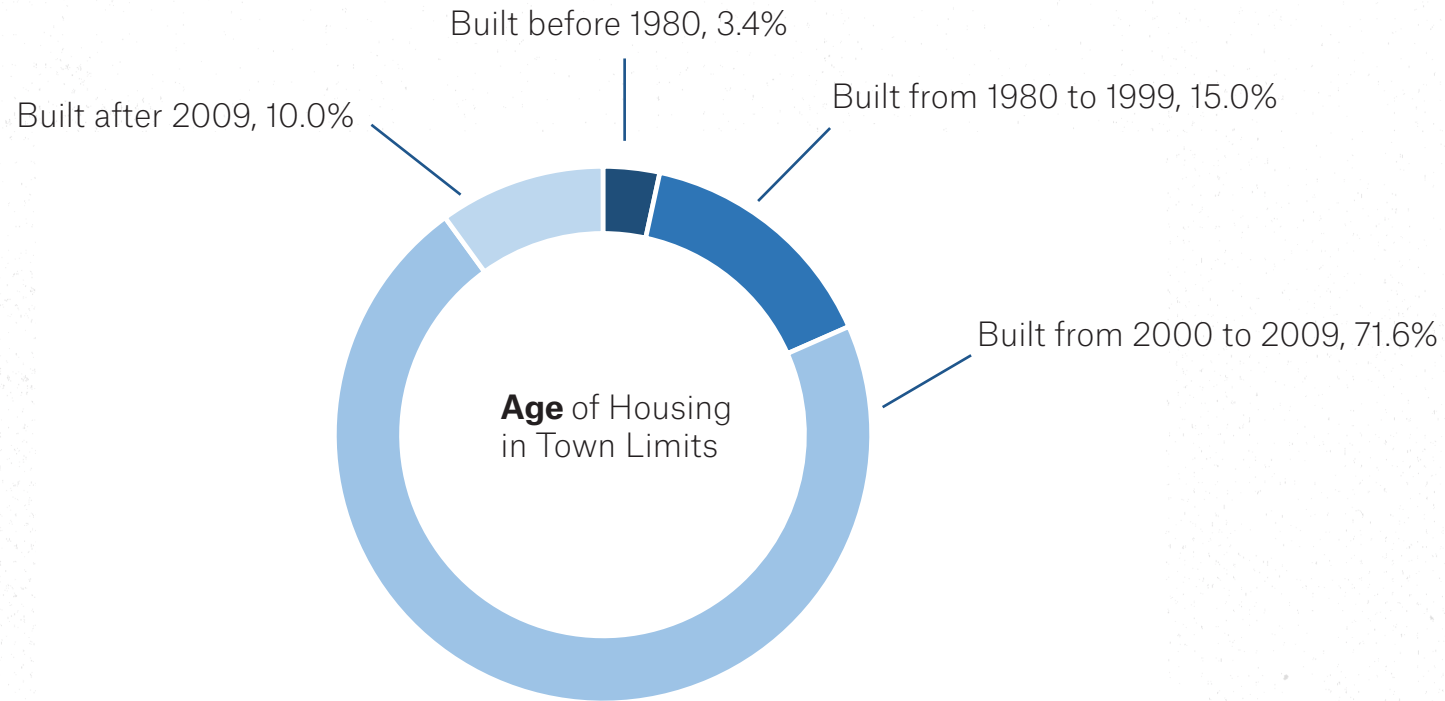
Northlake Gender



NORTHLAKE IS A RELATIVELY YOUNG TOWN WITH THE MAJORITY UNDER THE AGE OF 35

- **Median Age** 31.6
- Median Age **Men** 34.3
- Median Age **Women** 29.4

APPENDIX COMMUNITY SNAPSHOT

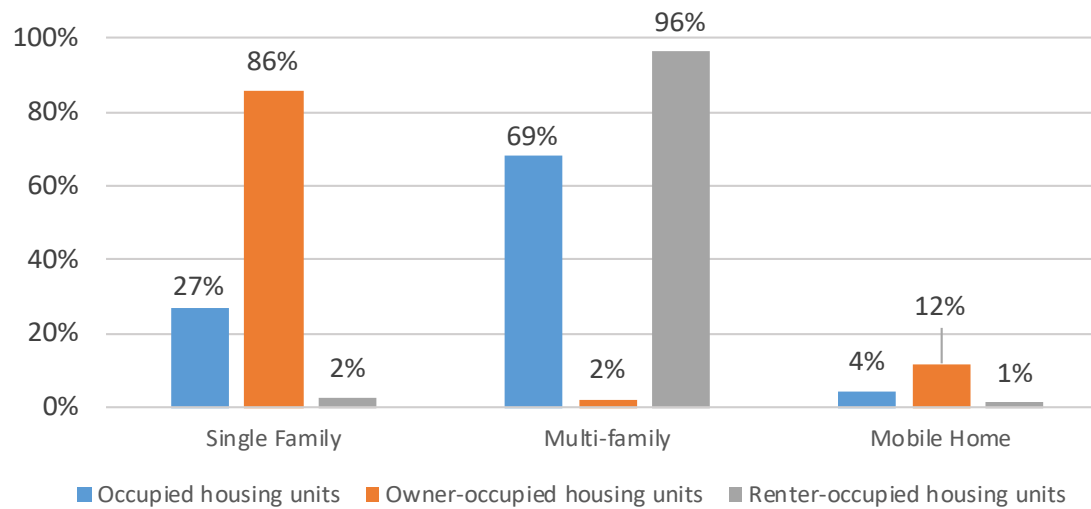


80% OR MORE OF THE HOMES IN NORTHLAKE HAVE BEEN BUILT SINCE 2000



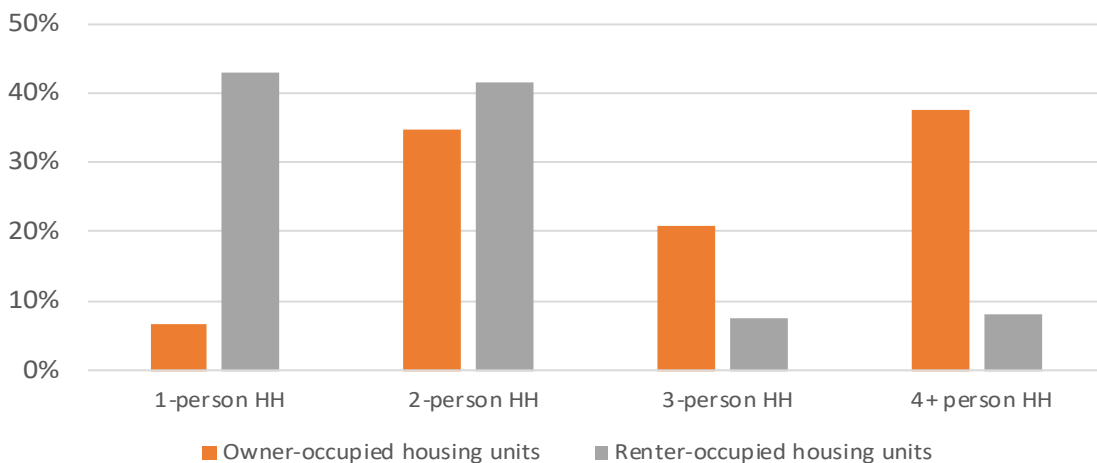
APPENDIX COMMUNITY SNAPSHOT

Northlake Housing Type Own/Rent



- **69% OF NORTHLAKE'S POPULATION LIVES IN MULTI-FAMILY**
- **27% LIVES IN SINGLE FAMILY**
- **ONLY 2% OF SINGLE FAMILY IS RENTAL**

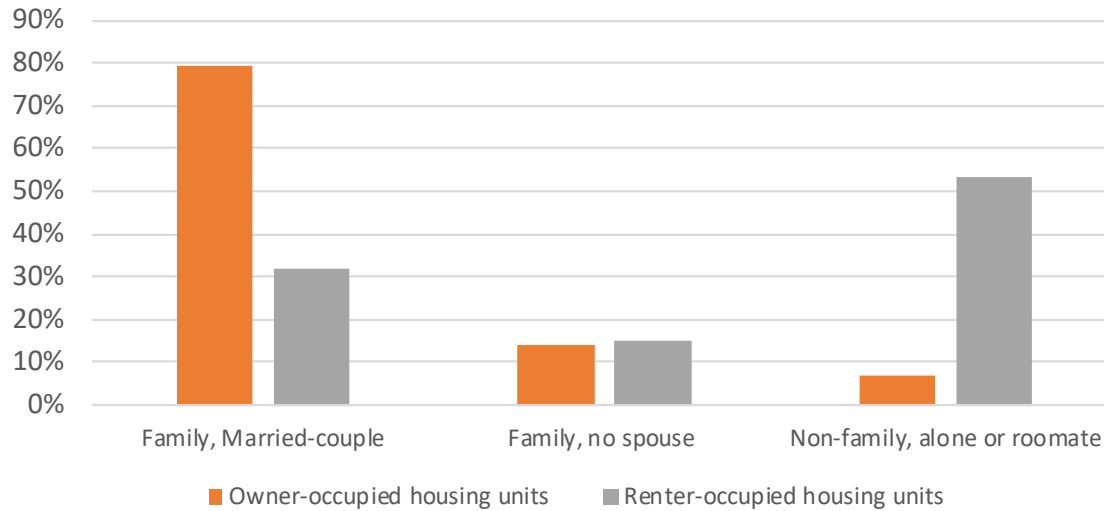
Northlake Household (HH) Size



- **MOST OWNER OCCUPIED HOUSING IS TWO OR MORE PERSONS**
- **GENERALLY RENTALS ARE LET TO INDIVIDUALS AND COUPLES**

APPENDIX COMMUNITY SNAPSHOT

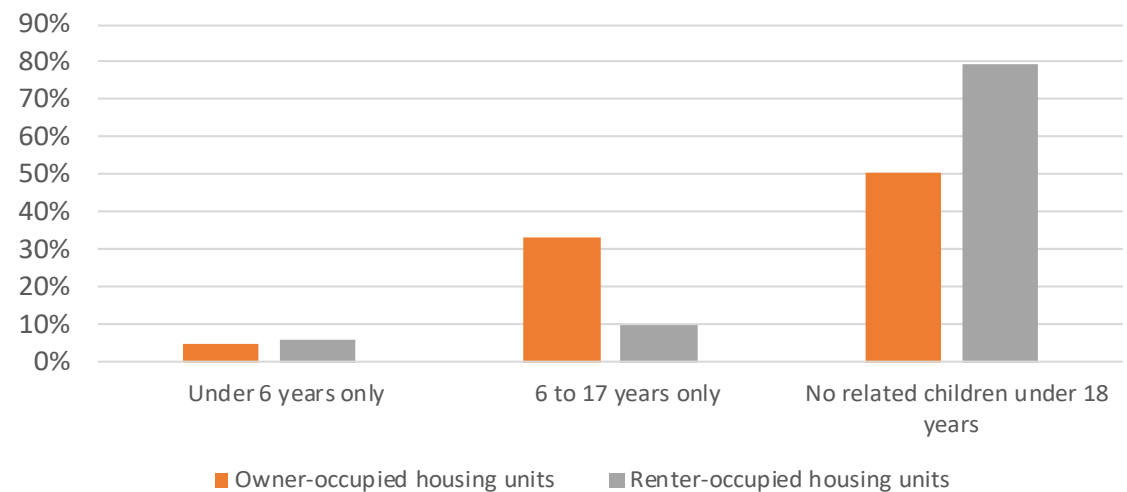
Northlake Household Type



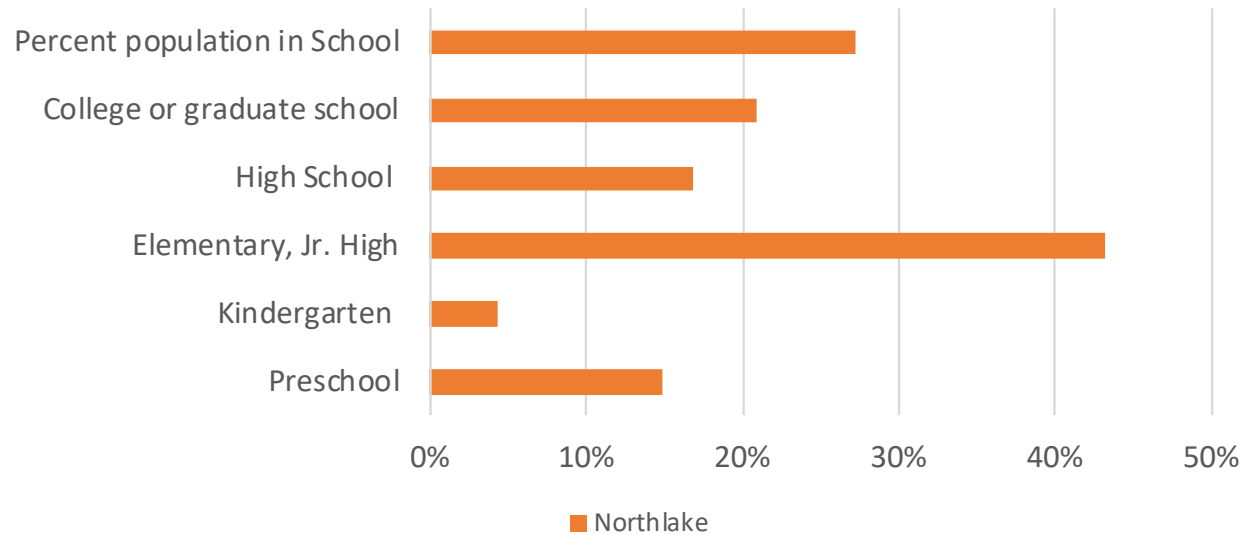
- MOST OWNER OCCUPIED HOUSING ARE FAMILIES, THOUGH HALF ARE WITHOUT CHILDREN
- MOST RENTALS ARE CHILDLESS



Northlake Family Type, Child Presence



School Enrollment



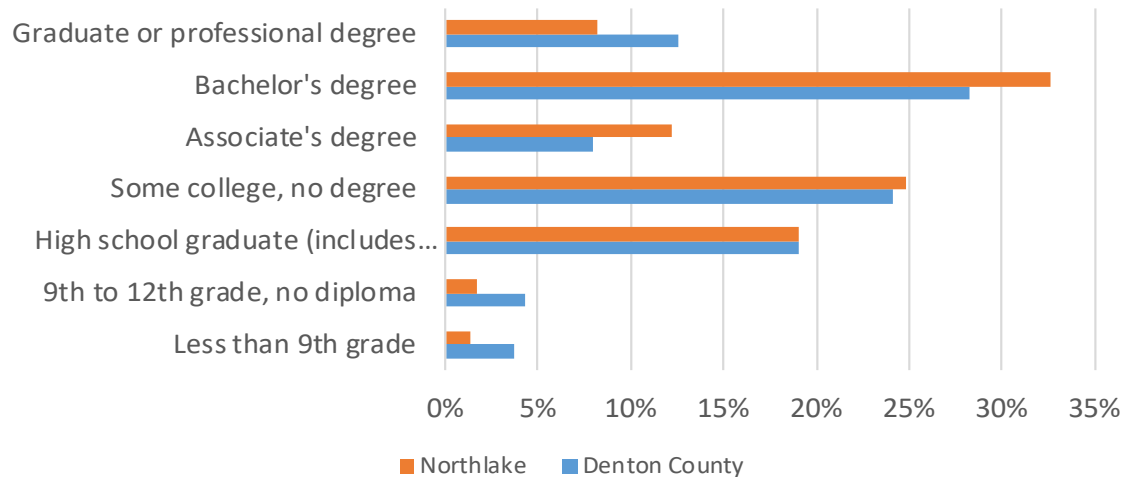
27% OF THE POPULATION IS ENROLLED IN SCHOOL (THIS INCLUDES PRE-SCHOOL THROUGH COLLEGE)

OF THOSE IN SCHOOL:

- ABOUT **20%** ARE IN COLLEGE; AND
- ABOUT **66%** ARE POISED TO ENTER HIGH SCHOOL OVER THE NEXT DECADE (AND THIS DOES NOT INCLUDE LIKELY FUTURE POPULATION GROWTH)

APPENDIX COMMUNITY SNAPSHOT

Educational Attainment, >=25 years of age

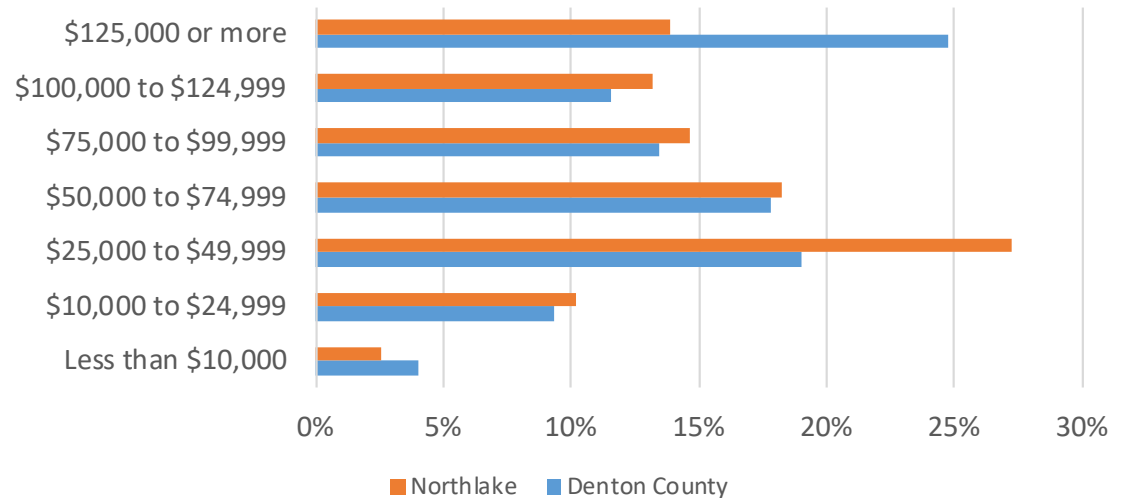


- NORTHLAKE IS AN EDUCATED POPULATION.
- **77% HAS SOME COLLEGE OR MORE OF EDUCATION/ TRAINING.**

- THE MEDIAN HOUSHOLD INCOME IS **\$61,774.**

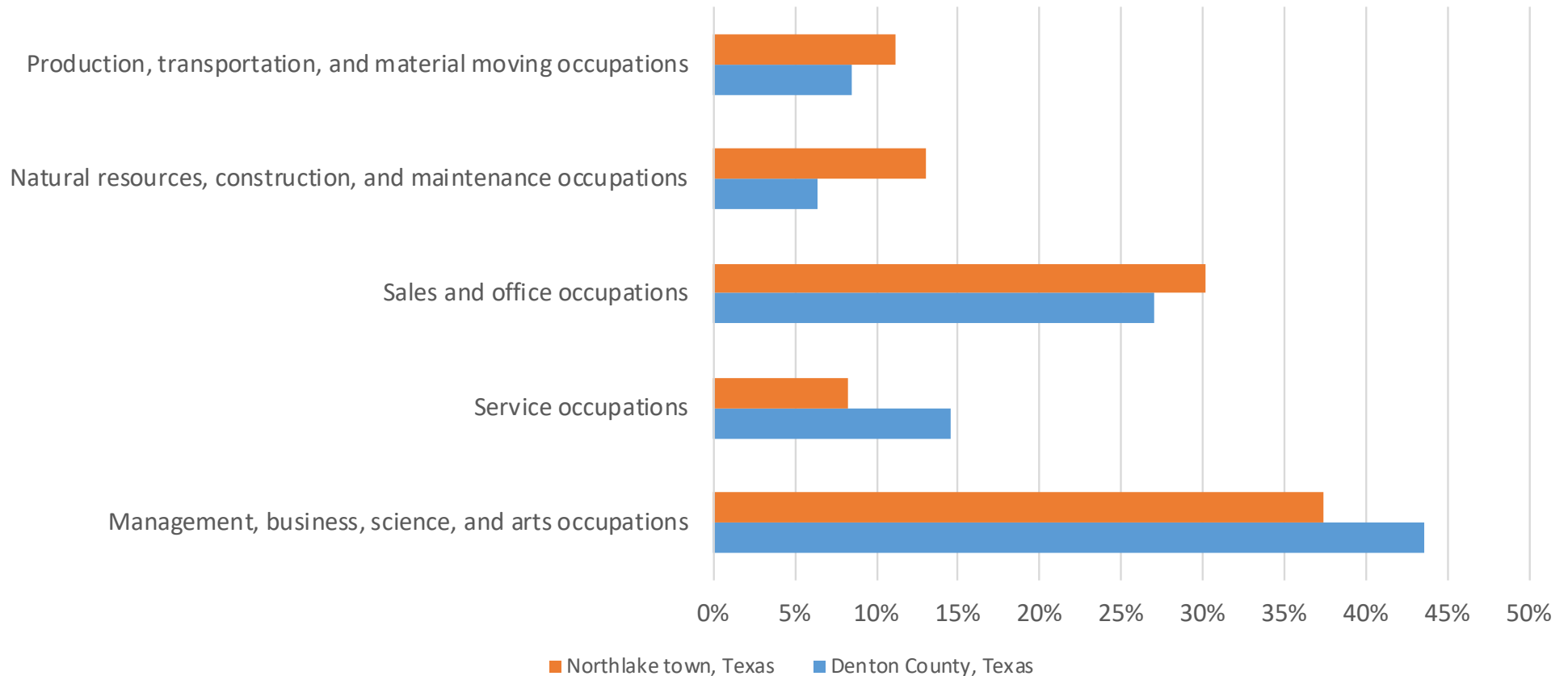
NOTE: THE MEDIAN IS A MIDDLE AVERAGE, THIS MEANS THAT OUT OF THE 1,052 HOUSEHOLDS THE 526TH HOUSEHOLD IN A RANK ORDER HAS ABOUT \$61,774. ALSO THIS IS THE TOTAL INCOME BY ALL EARNERS IN THE HOME.

Median Household Income



APPENDIX COMMUNITY SNAPSHOT

Occupation

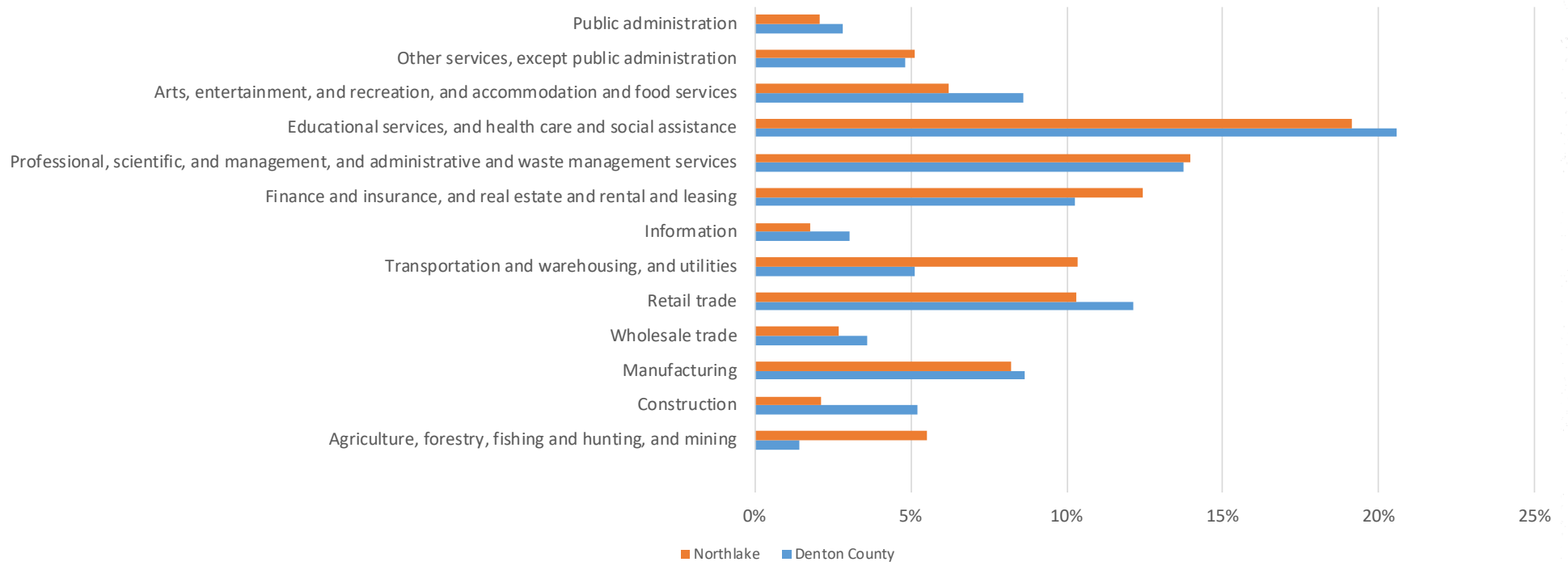


- THE SERVICE OCCUPATION BEING ALMOST HALF THE PROPORTION OF DENTON COUNTY IS CONSISTENT WITH THE NEED FOR MORE RETAIL AND RESTAURANTS. WE EXPECT SERVICE OCCUPATIONS TO INCREASE AS RETAIL AND RESTAURANTS ARE CURRENTLY COMING TO NORTHLAKE.
- MOST RESIDENTS WORK IN MANAGMENT **37.4%** , SALES AND OFFICE **30.1%**.

NOTE: OCCUPATION GENERALLY MEANS WHAT "YOU DO FOR WORK" AS OPPOSED TO "WHO YOU WORK FOR".

APPENDIX COMMUNITY SNAPSHOT

Industry



TOP 3 INDUSTRIES FOR EMPLOYMENT OF NORTHLAKE RESIDENTS:

- EDUCATION/ HEALTH CARE/ SOCIAL ASST. **19.1%**
- PROFESSIONAL/SCIENTIFIC/MGMT/ADM/WASTE MGMT **14.0%**
- FINANCIAL/ INSURANCE/REAL ESTATE **12.4%**
- TRANSPORTATION/WAREHOUSING/UTILITIES **10.4%**
- RETAIL **10.3%**

NOTE: INDUSTRY DATA REFLECTS WHAT KIND OF SECTOR THE RESIDENTS WORK, OR "WHO YOU WORK FOR".



Town of Northlake
1400 FM 407
Northlake, Texas 76247



www.town.northlake.tx.us

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: December 8, 2016
Re: Proposed Concept Plan for Gibbs and Young Tracts

Hillwood Communities will present a proposed concept plan for the development of tracts of land previously purchased from the Gibbs Family or currently under contract with Young Land and Cattle. The proposed master planned community will be bounded by FM 407 to the north, Cleveland-Gibbs Road to the east, approximately one-half mile south of Mulkey Lane, and approximately a mile west of Cleveland-Gibbs Road for a total of 1,019 acres.

Hillwood has requested the Town consent to the creation of a Municipal Management District (MMD) to assist in the financing of the public infrastructure. The MMD request will be discussed in more detail by Town staff after the Hillwood presentation. For Council consideration later on the agenda is the consent resolution to create the MMD. Because the MMD creation process goes through the Texas Commission on Environmental Quality (TCEQ) which has a lengthy creation process, Hillwood is requesting Town consent so they can submit the application as soon as possible.

In addition, to provide for a sanitary sewer system, Hillwood will need to construct a temporary wastewater treatment plant (WWTP) or package plant. The nearest Trinity River Authority treatment plant is about five miles away and constructing a transportation line is uneconomical. The package plant also requires TCEQ approval and requires no action on the part of the Town but Hillwood request assurances from the Town that we will not protest the plant. A letter stating as such is for your consideration later in the agenda as well.

The MMD consent and WWTP request do not commit Town Council to the development. As you are aware, there remain multiple review steps that the Council controls specifically zoning. In order for the tracts to develop per their concept plan, a significant zoning change is required from Rural Residential to Mixed-Use Planned Development. Without rezoning, the MMD and WWTP are not necessary and efforts to move forward would stop. But because of the lengthy TCEQ review process, staff is suggesting moving forward with the MMD creation and WWTP permit in order to begin the process as quickly as possible. The applications can always be withdrawn.

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

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: December 8, 2016
Re: Municipal Management District for Proposed Hillwood Development

On June 28, 2012, Ron Cox of Ron Cox Consulting gave an overview of special districts in terms of their formation, governance, financing ability and regulatory oversight. Harvest development had activated a Fresh Water Supply District (FWSD) in Northlake's extra-territorial jurisdiction and Canyon Falls development activated a Water Control and Improvement District (WCID) within the Town limits. These districts have been used to secure and/or guarantee financing for infrastructure.

Later the Town created a Public Improvement District (PID) for operations and maintenance of public grounds and facilities. The Town also created a PID for The Highlands of Northlake for capital improvements. Finally, the Town created a Tax Increment Reinvestment Zone within the Canyon Falls development to finance the construction of a public trail system.

As you see, the Town has had experience cooperating with and managing various types of districts and zones. Town staff has learned lessons along the way on the pros and cons of each type of district. Recent Town Council policy precedent has been to allow developers to use these districts to finance a much higher level of public infrastructure while keeping the area within the Town property tax base without increasing the tax rate on existing areas within Town but outside the district.

Hillwood Communities has come forward with another master planned community concept they will share with council. The district suggested by Hillwood to be created to finance numerous infrastructure improvements is a Municipal Management District (MMD). Unlike a PID, the MMD is a creation of the Texas Commission on Environmental Quality rather than the Town and all liability lies with the district. However, the TCEQ does request that the Town pass a resolution consenting to the creation of the MMD before the TCEQ will approve the district's creation. Unlike a FWSD or WCID, the MMD has a Town representative on the board and Town Council approval of board nominees. Staff will present additional information on Municipal Management Districts and be prepared to answer questions.

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



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5

- D. Consider for approval the meeting minutes dated November 10, 2016
- E. Consider for approval Ordinance No. 16-1208A granting to CoServ Gas, LTD., d/b/a CoServ Gas, a franchise to furnish and supply gas to the general public in the Town of Northlake, Denton County, Texas, and to transport, deliver, sell, and distribute gas in and out and through said municipality for all purposes; providing for the payment of a fee or charge for the use of the streets, alleys, and public ways
- F. Consider the approval of the Northlake Public Improvement District No. 1 (Harvest) Management Contract



**Town of Northlake
Council Meeting Agenda
Thursday, November 10, 2016 1400 FM 407 - Chamber Room
Northlake, Texas**

1. Mayor Peter Dewing called the Regular Work Session to order at 5:30 pm and stated a quorum was 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; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Leann Oliver, Court Administrator; Micheale Lane, Municipal Court Clerk; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

Consultations Present: Ashley Dierker, General Counsel; Ben McGahey, PE, Town Engineer; Andy Messer, Litigation Attorney

- A. Mayor Dewing read Proclamation No. 16-05 Recognizing Texas Municipal Court Week November 7th – 11th Northlake Municipal Court - Judge Thomas W. Hobbs; Northlake Prosecutor; Leann Oliver, Court Administrator; Micheale Lane and Melissa Lightfoot, Court Clerks

2. Briefing Items

- B. Dr. Ryder Warren, Superintendent of Northwest ISD gave a report on the District Serves 14 different communities, spanning 234 square miles (Denton, Tarrant, Wise Counties); includes three high schools, accelerate high school, five middle schools and 17 elementary schools, special programs center and a youth residential program. Currently has 22,000 students in the district and has received numerous awards and recognitions throughout the State

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

4. Public Input-none received

5. Consent Items

Mayor Pro Tem Simpson moved to approve all items listed under Consent Items. 2nd by Councilmember Young
Vote: Motion passed unanimous

- C. Town Council Meeting Minutes 10-13-16

- D. Resolution No. 16-37 declaring certain personal property owned by Town of Northlake to be surplus property and authorizing the Town Administrator to dispose of such property

- E. Supplement to Contract for the Collection of Delinquent Taxes on delinquent assessments for the Northlake Public Improvement District No. 1 and The Highlands Public Improvement District through Sawko & Burroughs PC

F. Interlocal Water Service Area Agreement by and between Argyle Water Supply Corporation and the Town of Northlake Texas

G. Cancellation of the second Council meetings in November and December 2016

6. Regular Items

H. Councilmember McBride moved to approve a Site Plan for Holiday Inn Express, a proposed 96-room hotel on 1.624 acres, to be platted as Lot 2R, Block 2, Texas Speedway Centre, generally located on the east side of Raceway Drive approximately 200 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Northlake Hotels, LLC is the owner. A&M Developers, LLC is the applicant/developer. Catalyst Technical Group is the engineer. Case # SP-16-004. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

I. Councilmember Ganz moved to approve a Site Plan for Popeye's Restaurant & Retail Space, a proposed 5,645 square-foot restaurant and retail space on 1.2085 acres, known as Lot 2, Block 3, Texas Speedway Centre, located on the south side of Pit Stop Lane between the IH 35W Service Road and Raceway Drive at 13620 Raceway Drive, and zoned Mixed-Use Planned Development (MPD). Wycliff-Speedway Ltd is the owner. Sun Holdings/Pop Holdings, LLC is the applicant/developer. RGM Architects is the architect. Case # SP-16-007. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

J. Mayor Pro Tem Simpson moved to approve a Preliminary Plat of IAAI Northlake Addition, a proposed 2-lot development within the extraterritorial jurisdiction of the Town of Northlake on a 204.53-acre tract of land out of the S.E. Parks Survey, Abstract No. 1005, and the Holland Anderson Survey, Abstract No. 25, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # PP-16-005. 2nd by Councilmember McBride

Vote: Motion passed unanimous

K. Mayor Pro Tem Simpson moved to approve a Final Plat of Lot 1, Block A of IAAI Northlake Addition, a 1-lot phase of the IAAI Northlake Addition within the extraterritorial jurisdiction of the Town of Northlake on a 147.99-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive conditioned on Town approval of the drainage study prior to recording of the final plat with the Denton County Clerk's Office. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # FP-16-010. 2nd by Councilmember McBride

Vote: Motion passed unanimous

- L. Councilmember Sessions moved to approve the Cost-Sharing Agreement relating to construction of a sanitary sewer collection line between the Town of Northlake, Texas and Belmont Fresh Water Supply District No. 1 of Denton County. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- M. Councilmember Young moved to approve a Professional Services Agreement between the Town of Northlake, Texas and D-F Pacific No. 2 LTD. and Silverstone-Northlake LTD. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

- N. Ordinance amending Ordinance No. 16-0310, the 2016 Master Thoroughfare Plan Update, by replacing the Master Thoroughfare Plan Map

- i. Mayor Dewing opened the Public Hearing at 6:00 pm to hear comments for or against the update

Michael Savoie, resident of Northlake stated his opposition to the collector roads shown on his property but was in favor of the location of two bridges over IH35W @ Cleveland Gibbs Rd

Rena Hardeman, resident of Northlake stated her opposition to the collector roads shown on her property

Tom Dudark, resident of Northlake had a question concerning who pays for the roads but did not state if for or against

Mayor Dewing closed the Public Hearing at 6:07 pm

- ii. Councilmember Sessions moved to approve Ordinance No. 16-1110. 2nd by Councilmember McBride

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

- O. Resolution approving and adopting Land Use Assumptions and Capital Improvement Plan; setting a Public Hearing to consider the adoption of Roadway Impact Fees to be charged to new development and providing for publication of thirty (30) days of notice of such Public Hearing

- i. Mayor Dewing opened the Public Hearing at 6:25 to hear comments for or against

Joel McGregor, resident of Northlake stated not for or against the proposed fees unless it effects smaller property owners

Mayor Dewing closed the Public Hearing at 6:26 pm

- ii. Mayor Pro Tem Simpson moved to approve Resolution No. 16-38. 2nd by Councilmember Ganz

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

P. Public Input concerning a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County pursuant to Texas Local Government Code § 43.0751

- i. Mayor Dewing opened the Public Hearing at 6:45 pm to hear comments for or against the Partnership Agreement

No comments received for or against

Mayor Dewing closed the Public Hearing at 6:46 pm

Q. Councilmember McBride moved to approve Resolution No. 16-39 authorizing the Town Administrator to enter into a contract with Neel-Schaffer + Cheatham & Associates, Inc. to provide specific engineering services. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

R. Councilmember Sessions moved to vote for Skip Kalb to serve on the Denton County Transportation Authority Board of Directors. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

7. By general consent, the board convened into Executive Session at 6:50 pm

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)

By general consent, the board reconvened from closed session at 7:07 pm

Mayor Dewing stated no action was taken as a result of the closed session

8. Councilmember Ganz moved to adjourn the meeting at 7:07 pm. 2nd by Councilmember Young

Vote: Motion passed unanimous

Passed and approved by the Northlake Town Council on this the 8th day of December, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 16-1208A

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, GRANTING TO COSERV GAS, LTD., D/B/A COSERV GAS, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, AND TO TRANSPORT, DELIVER, SELL, AND DISTRIBUTE GAS IN AND OUT OF AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; AND PROVIDING A SEVERABILITY CLAUSE, A PENALTY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake, Texas (hereinafter referred to as “Town”), finds that it is in the best interest of the Town to adopt a franchise ordinance allowing CoServ Gas to furnish and supply gas to the general public in the Town, and to transport, deliver, sell, and distribute gas in, out of, and through said municipality for all purposes;

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

SECTION I. Grant of Franchise, Term, and Use

(A) Town hereby grants to Company and its successors and assigns, subject to Section XIV herein, the right, privilege and franchise, and Town’s consent, to use and occupy the present and future Public Right-of-Way of the Town for the purpose of constructing, operating, maintaining, removing and replacing therein and thereon the System needed and necessary to transport, deliver, sell and distribute gas in, out of, and through the Town, and to sell gas to persons, firms, and corporations, including all the general public, within the Town’s corporate limits.

(B) The term of this Ordinance begins on the Effective Date (as defined in Section XX below) and ends on December 31 of the calendar year in which the tenth (10th) anniversary of the Effective Date occurs; provided that, unless written notice is given by either party hereto to the other not less than six (6) months before the expiration of this Ordinance, it shall be automatically renewed for an additional period of five (5) years from such expiration date and shall be automatically renewed thereafter for like periods of five (5) years until canceled effective as of the expiration of any such renewal period by written notice given not less than six (6) months before the expiration of any such renewal period.

(C) The terms and conditions set forth in this Ordinance represent the terms and conditions under which the Company shall construct, operate, maintain, remove and replace the System within the Town.

(D) By entering into this Ordinance, the Town does not in any manner surrender or waive its regulatory or other authority or rights pursuant to the Constitution and statutes of the State of Texas as the same may be amended, nor any of its rights and powers pursuant to present or future ordinances of the Town. Likewise, Company's acceptance of the terms of this Ordinance shall in no way affect or impair Company's rights, obligations or remedies under any federal, state or local law or regulation, nor shall such acceptance be deemed a waiver, release or relinquishment of Company's rights to contest, appeal or file suit with respect to any action or inaction of the Town, including adoption of ordinances by the Town, that Company believes is contrary to this Ordinance or any federal, state or local law or regulation.

SECTION II. Definitions

(A) "Town" shall mean the Town of Northlake, Texas

(B) "Company" shall mean CoServ Gas, Ltd. and its successors and assigns, but does not include a CoServ affiliate, which shall have no rights hereunder except by succession or assignment in accordance with Section XIV herein.

(C) "Town Manager" shall mean the Town Manager of the Town or his or her designee.

(D) "Gross Revenues" shall mean the operating revenue for the sale of gas after the Effective Date to the Company's customers within the corporate boundaries of the Town pursuant to the accounting principles established by the Federal Energy Regulatory Commission, including specifically Accounts 480, 481 and 482, as amended, except as modified herein, including:

- (1) all revenues derived, directly or indirectly, from the sale of gas to all classes of customers in the Town (excluding gas sold to another gas utility in the Town for resale to its customers within the Town);
- (2) all revenues derived from the transportation of gas through the System of Company within the Town to customers located within the Town (excluding gas transported to another gas utility in the Town for resale to its customers within the Town);
- (3) the purchase price or, if the purchase price is not disclosed to the Company by the Transport Customer, the value of gas transported by Company for Transport Customers through the System of Company within the Town ("Third Party Sales") (excluding the value of any gas transported to another gas utility in the Town for resale to its customers within the Town). Company shall request that each Transport Customer of the Company disclose to the Company the purchase price of said gas. Should the Transport Customer fail or refuse to disclose such purchase price to Company, the value of such gas shall be established by utilizing 110% of the Houston Ship Channel index of prices for large package of gas as published each month in "Inside FERC's Gas Market Report" under

- “Delivered Spot-Gas Prices” (or a successor publication or another publication agreed upon by Town and Company) as reasonably near the time as the transportation service is performed;
- (4) franchise fees paid pursuant to Section X of this Ordinance, revenues from non-utility and non-regulated services or products, revenues billed but not ultimately collected or received by Company, and the following “miscellaneous charges:”
- (a) charges to connect, disconnect, or reconnect gas,
 - (b) charges to handle returned checks from consumers within the Town, and
 - (c) State gross receipts fees.

“Gross Revenues” shall not include:

- (i) the revenue of any Affiliate or subsidiary of Company;
- (ii) other than fees specifically included within the definition of Gross Revenues and franchise fees payable pursuant to Section X below, any taxes or fees required to be remitted to a third party including the Town;
- (iii) interest or investment income earned by Company;
- (iv) monies received from the lease or sale of real or personal property;
- (v) amounts billed or collected from Company’s customers for refundable fees and deposits;
- (vi) State or federal grants, credits or reimbursements;
- (vii) sales of gas for resale or to wholesale customers;
- (viii) reimbursements for damage to, or relocation of, any part of the System;
- (ix) amounts billed or collected by the Company from its customers for charitable contributions such as Operation Roundup;
- (x) revenues billed but not ultimately collected or received by the Company; and
- (xi) payments received for contributions in aid of construction performed within the Town, including but not limited to, builder contributions, under contracts entered into after the Effective Date.

(E) “Person” shall mean any natural person, or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit, but shall not, unless the context explicitly requires otherwise, include the Town or any employee, agent, servant, representative, or official of the Town.

(F) “Public Right-of-Way” shall mean public streets, alleys, highways, bridges, public easements, public places, thoroughfares and sidewalks of the Town, as they now exist or may be hereafter constructed or extended within the corporate limits of the Town.

(G) “System” or “System Facilities” shall mean all of the Company’s pipes, pipelines, gas mains, laterals, feeders, regulators, meters, fixtures, connections and other infrastructure and

appurtenant equipment used for or incident to providing delivery, transportation, distribution, supply and sales of natural gas for, but not limited to, heating, lighting and power, located within the corporate limits of the Town.

(H) “Transport Customer” shall mean any Person for which Company delivers gas through the System of Company within the Town for delivery or consumption within the Town.

(I) “Affiliate” shall mean any individual, partnership, association, joint stock company, limited liability company, trust, corporation, or other Person or entity who owns or controls, or is owned or controlled by, or is under common ownership or control with, the entity in question.

SECTION III. Construction, Maintenance, Operation & Relocation of Company System Facilities

(A) Company’s System shall be initially constructed so as not to unreasonably interfere with any existing water and wastewater lines, electric facilities, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other publicly owned or publicly franchised facility. Company shall promptly clean-up, repair, and restore all thoroughfares and other surfaces which it may disturb.

(B) Permits

- (1) Company’s facilities shall not unreasonably interfere with Town-owned public works facilities and with vehicular and pedestrian use of Public Right-of-Way.
- (2) Company shall not be required to submit a permit application for the placement of facilities outside of the Public Right-of-Way, however, Company shall provide detailed drawings, in accordance with Company’s customary practice, reflecting Company’s installations on private property to the extent necessary for Town to verify compliance with Town ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.
- (3) Company shall submit a permit application to Town for the placement of new facilities, for upgrade or augmentation of existing facilities, or for replacement of

existing facilities in the Public Right-of-Way. Such permit application shall include:

- (a) complete plans and detailed drawings reflecting compliance with all applicable zoning, development, and building requirements of the Town; and
- (b) all additional information requested by Town reasonably related to the permit request.

(4) Except as otherwise provided in this Section III(B), following the submission of a permit application described herein, notice of Town's approval or denial of Company's request for a permit shall be provided in accordance with Town's usual procedures for processing of permit applications.

(5) Town shall endeavor to complete its review of Company's application within thirty (30) days after Town's receipt of the permit application. Prior to the expiration of the said thirty (30) day period, Town shall request any additional information that is necessary to complete its review of Company's application. Town shall issue a decision regarding Company's permit application within fifteen (15) days after receipt of the additional information. If the additional information is not sufficient to complete the review of Company's application, the Town may request additional information. Town shall issue a decision regarding the application within fifteen (15) days after receipt of all additionally requested information.

(6) If Town has not approved or denied Company's request for a permit within:

- (a) Thirty (30) days after receipt by Town of the permit application (if no additional information was requested by Town), or
- (b) The timeline established in Section III(B)(5) after receipt by Town of all additional information requested by Town reasonably related to the permit request,

then upon written request by Company, the Town's department director in charge of the permit process shall, within fifteen (15) days after such written request, approve (and issue) the permit or deny the permit application in question.

- (7) Company may proceed with the placement of the facilities described in its permit application if written notice of Town's approval or denial of Company's request for a permit is not provided within the timeline pursuant to Section III(B)(6) above.
- (8) A permit application approved by the Town shall be valid for a period of time consistent with the amount of time reasonably required and submitted in the permit application for the Company to perform the work described in the permit application. Town shall grant an extension of such time as reasonably required to complete such work upon Town's receipt of Company's request in writing for such an extension, but in no case shall the extended period exceed six (6) months from the date of such written request.

(C) Company shall install, maintain, construct, operate, remove and replace its facilities in accordance with applicable Town ordinances and so as to not unreasonably interfere with traffic. In determining the location of new facilities of the Town and other users of Public Right-of-Way within Town, Town shall minimize interference with then-existing System Facilities of Company and agrees to work with Company and other users of Public Right-of-Way in order to minimize, to the extent reasonably possible, interference with existing System Facilities of Company by other users of the Public Right-of-Way. In determining the location of the Company's new facilities in the Town, the Company shall minimize interference with then-existing or documented planned underground structures of the Town or with existing facilities of other users of the Public Right-of-Way. In the event of a conflict between the location of the proposed System Facilities of Company and the location of the existing facilities of Town or other users of Public Right-of-Way within Public Right-of-Way which the parties involved have been unable to resolve through their good faith efforts, Town or an authorized agent of Town shall resolve the conflict and determine the location of the respective facilities within the Public Right-of-Way, subject however to the terms and conditions of this Ordinance and giving effect to generally accepted industry operational and safety practices.

(D) Company's property and operations within the Public Right-of-Way of the Town shall be subject to such reasonable rules and regulations of the Town as may be authorized by applicable law from time to time for the protection of the general public. The Town shall endeavor to provide Company with reasonable notice and opportunity to review and comment upon any new or revised Town laws, rules, or regulations that impact Company's use of the Public Right-of-Way, but the failure to do so shall not affect the applicability of such laws, rules, or regulations to Company.

(E) The Town's annual and long-range capital improvements plans, as well as any updates or changes thereto, will be made available to Company upon request. Town shall notify Company as soon as reasonably possible of any projects that will affect Company's System Facilities located in the Public Right-of-Way.

(F) Any and all excavations and obstructions in and upon the Public Right-of-Way caused by the Company's operations under this Ordinance shall be repaired and removed as quickly as is reasonably possible under the circumstances. All excavations shall be repaired in a good and workmanlike manner and restored to the approximate condition that existed prior to the excavation. Replacement of sod is to be of like kind, and smoothed, shaped, rolled, and compacted for proper landscape maintenance. The public shall be protected by barriers and lights placed, erected, marked, and maintained by the Company in accordance with the standards set forth in the current Texas Manual on Uniform Traffic Control Devices, as well as any other applicable local, state, and federal requirements. Company warrants that any such restoration work performed in the Public Right-of-Way shall be in satisfactory condition for a period not to exceed two (2) years, to the extent that such restoration work has not been disturbed by other users of the Public Right-of-Way or by acts of God. In the event that the Company fails to repair or restore an excavation site within fourteen (14) days after receipt of written notice from the Town of a deficiency, the Town may, at its option, perform the needed repair or restoration and the Company shall promptly reimburse the Town for the reasonable cost of such repair or restoration. Except for repairs, day to day maintenance, or in cases of emergency conditions, work conducted within the Public Right-of-Way shall require an approved permit issued by the Town prior to commencement of work. In no instance shall Company be required to pay fees or bonds related to its use of the Public Right-of-Way.

(G) The Town reserves the right to lay, and permit to be laid, any Town-owned facilities, such as stormwater, sewer, gas, water, wastewater and other pipe lines, cable, and conduits, or other improvements, and to do and permit to be done any underground or overhead work that may be necessary or proper in, across, along, over, or under Public Right-of-Way occupied by Company. The Town also reserves the right to change in any manner any Town-owned curb, sidewalk, highway, alley, public way, street, and Town-owned utility lines, storm sewers, drainage basins, drainage ditches, and other Town facilities.

(H) If Town, in constructing, reconstructing, improving, widening, or straightening its Public Right-of-Way, sewers, drainage, water lines, or other utilities, including modifications to sidewalks or other Public Right-of-Way required by the Americans with Disabilities Act, should request that Company

remove or relocate its mains, laterals, and other System Facilities lying within Public Right-of-Way, Company shall do so at its own expense for System Facilities that are in conflict, unless such work is for the primary purpose of beautification or to accommodate a private developer. Company and Town shall jointly determine whether System Facilities are in conflict and the extent that the proposed Town facilities are determined by Town and Company to be inconsistent with gas distribution industry standard safe operating practices for existing facilities. All such relocations shall be performed in accordance with applicable Town ordinances. Company shall not be required to relocate System Facilities to a depth of greater than four (4) feet unless prior agreement is obtained from Company

(I) When Company is required by Town to remove or relocate its mains, laterals, and other facilities lying within Public Right-of-Way to accommodate a request by Town, and costs of utility removals or relocations are eligible under federal, state, county, local, or other programs for reimbursement of costs and expenses incurred by Company as a result of such removal or relocation, and such reimbursement is required to be handled through Town, Company costs and expenses shall be included by Town in any application by Town for reimbursement if Company submits its cost and expense documentation to Town prior to the filing of the application. Town shall make all reasonable efforts to provide reasonable written notice to Company of the deadline for Company to submit documentation of the costs and expenses of such relocation to Town in order for Town to be able to submit its application for reimbursement to such program in a timely manner. Upon receipt of an amount of reimbursement intended for utility relocation including, but not limited to, gas utilities, Town shall remit to Company, within sixty (60) days of receipt, the portion of reimbursement related to the relocation or removal of Company's facilities. If Company is required by Town to remove or relocate its mains, laterals, or other System Facilities lying within Public Right-of-Way to accommodate a private developer or for projects whose primary purpose is beautification or for any reason other than the construction, reconstruction, improving, widening, or straightening of its Public Right-of-Way, sewers, drainage, water lines, or other utilities by Town, Company shall be entitled to reimbursement from Town or others of the cost and expense of such removal or relocation.

(J) When Company is required to remove or relocate its mains, laterals or other System Facilities to accommodate construction by Town without reimbursement from Town, Company shall have the right to seek recovery of relocation costs as provided for in applicable state and/or federal law. Nothing herein shall be construed to prohibit, alter, or modify in any way the right of Company to seek or recover a surcharge from customers for the cost of relocation pursuant to applicable state and/or federal

law. Town shall not oppose recovery of relocation costs when Company is required by Town to perform relocation. Town shall not require that Company document request for reimbursement as a pre-condition to recovery from customers of such relocation costs pursuant to applicable state and/or federal law. Notwithstanding the foregoing, the Town shall have the right to request other project documentation to the full extent provided by state law.

(K) If Town abandons any portion of the Public Right-of-Way in which Company has System Facilities, for public safety reasons or in furtherance of a public project, Town shall determine whether it is appropriate to retain a public utility easement in such Public Right-of-Way for use by Company. If Town determines, in its sole discretion, that the continued use of the Public Right-of-Way by Company is compatible with the abandonment of the Public Right-of-Way, then in consideration of the compensation set forth in Section XX, and to the maximum extent of its right to do so, Town shall grant Company an easement for such use, and the abandonment of the Public Right-of-Way shall be subject to the right and continued use of Company. If Town determines, in its sole reasonable discretion, that it is not appropriate to retain a public utility easement in such Public Right-of-Way, Company shall be responsible, subject to the provisions of Section III, for relocating its System from such Public Right-of-Way, as directed by Town. If Public Right-of-Way is sold, conveyed, abandoned, or surrendered by Town to a third party, such action shall be conditioned upon Company's right to maintain use of the former Public Right-of-Way. If the third party requests Company to relocate its System from the former Public Right-of-Way, and if such relocation is agreed to by Company, such relocation shall be at the expense of the party requesting same. In addition, in the event of a third party requesting the relocation, if the relocation cannot practically be made to another Public Right-of-Way, the expense of any right-of-way acquisition shall be considered a relocation expense to be reimbursed by the party requesting the relocation.

(L) Upon request by Town made no more often than once in any 12-month period, Company shall provide maps showing the location of its primary System Facilities. In addition, Company shall cooperate in locating its System Facilities when necessary to avoid conflict and protect the health and safety of the public.

SECTION IV. Laying of Lines in Advance of Paving

(A) Whenever Town shall conclude to pave any Public Right-of-Way in which Company's System Facilities already exist or in which Company may propose to install its System Facilities, Company will be provided the opportunity, at no expense to Town, in advance of such paving to modify such System

Facilities, if defective or inadequate in size, and to lay new System Facilities, or modify same, if inadequate in size or defective, next to the property lines where buildings are already located.

(B) At least ninety (90) calendar days prior to the planned paving or repaving of Public Right-of-Way, Town shall give Company written notice of the intention of Town to pave any such Public Right-of-Way. Upon receipt of such notice, Company shall initiate its review process to determine the need to modify its System Facilities, and the need to lay or modify service lines underneath the portions of the Public Right-of-Way to be paved. If Company determines such a need, Company shall promptly initiate such work and shall thereafter proceed in a good faith and workmanlike manner to completion of the necessary work within ninety (90) calendar days after receipt of the notice from the Town. Company's failure to complete the necessary work within the ninety (90) day period may be excused at the Town's discretion, if Company has promptly notified the Town of the circumstances that have caused the delay, and has requested an extension of the construction period. Town shall grant the extension unless withheld for good cause.

SECTION V. Liability Insurance

Company shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of this Ordinance, insurance in the amounts, types and coverages in accordance with the following requirements. Such insurance may be in the form of self-insurance to the extent permitted by applicable law or by obtaining insurance, as follows:

(A) Commercial general or excess liability on an occurrence or claims made form with minimum limits of five million dollars (\$5,000,000) per occurrence and ten million dollars (\$10,000,000) aggregate. This coverage shall include the following:

- (1) Products/completed operations to be maintained for a warranty period of 2 years,
- (2) Personal and advertising injury,
- (3) Contractual liability, and
- (4) Explosion, collapse, or underground (XCU) hazards.

(B) Automobile liability coverage with a minimum policy limit of one million dollars (\$1,000,000) combined single limit each accident. This coverage shall include all owned, hired, and non-owned automobiles.

(C) Workers' compensation and employer's liability coverage. Statutory workers' compensation benefits in accordance with the statutes and regulations of the State of Texas. Company must provide the Town with a waiver of subrogation for workers' compensation claims.

(D) Upon request, the Company will provide proof of insurance in accordance with this Ordinance within thirty (30) days after such request. Company will not be required to furnish separate proof when applying for permits.

SECTION VI. Installation of Meter

If a meter is to be installed in or near the Public Right-of-Way, Company agrees to discuss with the Town's representative the aesthetics of the meter placement and to accommodate the request of Town to the maximum extent possible. If Town requests a meter upgrade, Company will comply so long as Town reimburses Company for the reasonable costs incurred by Company in changing meters. In no event, however, shall underground meters be required.

SECTION VII. Rates

Company shall furnish reasonably adequate service to the public at reasonable rates and charges therefor, and Company shall maintain its System in good order and condition. Such rates shall be established in accordance with all applicable statutes and ordinances. Company shall maintain on file with the Town copies of its current tariffs, schedules, or rates, and charges and service rules and regulations applicable to the Town. The rates and charges collected from its customers in the Town shall be subject to revision and change by either the Town or Company in the manner provided by law.

SECTION VIII. Extensions of Mains

Company shall not be required to extend mains on any Public Right-of-Way more than one hundred (100) feet for any one consumer of gas; provided, however, Company is not required to extend its mains or facilities if the customer will not use gas for space heating and water heating, or the equivalent load, at a minimum.

SECTION IX. Non-Exclusive Use

The rights and privileges granted to Company by this Ordinance are not to be considered exclusive and Town hereby expressly reserves the right to grant, at any time, like privileges and rights as it may see

fit to any other person or corporation for the purpose of furnishing gas for, but not limited to, light, heat, and power to and for Town and the inhabitants thereof.

SECTION X. Franchise Fee and Payment

(A) In consideration of the privilege granted by the Town to Company to use and occupy the Public Right-of-Way in the Town for the purposes stated herein, Company and its successors and assigns agree to deliver and pay to Town, and Town agrees to accept, a franchise fee in an amount equivalent to four percent (4%) of the Company's Gross Revenues as defined in Section II(D). The initial payment shall be paid to the Town by Company on or before the Due Date for the Quarter, as set forth below, in which the Effective Date occurs, and shall include Gross Revenues received by Company from the Effective Date of this Ordinance. Thereafter the Company shall pay the franchise fee quarterly as follows:

<u>Due Date</u>	<u>Quarter</u>
May 15	First (January 1 - March 31)
August 15	Second (April 1 - June 30)
November 15	Third (July 1 - September 30)
February 15	Fourth (October 1 - December 31)

(B) Each payment due during the term of this Ordinance will be made on or before the close of business on the payment due date. If any payment due date required by this Ordinance falls on a weekend or declared bank holiday, payment shall be made by the close of business on the next working day.

(C) It is expressly agreed that the franchise fee payments shall be in lieu of any and all other and additional occupation taxes, easement, franchise taxes or charges (whether levied as a special or other character of tax or charge), municipal license, permit, and inspection fees, bonds, street taxes, and street or alley rentals or charges, and all other and additional municipal taxes, charges, levies, fees, and rentals of whatsoever kind and character, including, without limitation, any charges under Chapter 182 of the Texas Tax Code (collectively, the "Other Charges") that Town may now impose or hereafter levy and collect from Company or Company's agents, excepting only the usual general or special ad valorem taxes that Town is authorized to levy and impose upon real and personal property and Company's separate obligation to reimburse the Town for street repairs in accordance with this Ordinance. Should Town not have the legal power to agree that the payment of the franchise fees shall be in lieu of the Other Charges,

then Town agrees that it will apply so much of said franchise fee payments as may be necessary to satisfy Company's obligations, if any, to pay such Other Charges.

(D) If Company fails to pay when due any payment provided for in this Section X, Company shall pay such amount plus interest consistent with the rate for customer deposits under Texas Utilities Code Section 183.003 from such due date until payment is received by Town.

(E) CoServ Gas Franchise Fee Recovery Tariff.

(1) The Company may from time-to-time file with the Town a tariff amendment(s) to provide for the recovery of the franchise fees payable by the Company under this Ordinance.

(2) Town agrees that it will take no action, nor cause any other person or entity to take any action, to prohibit the recovery of such franchise fees by the Company.

(F) In order to determine the Gross Revenues received by Company, Company agrees that quarterly, on the same date that payment is made as provided in the preceding paragraphs of this Section X, it will provide a statement showing the amount of Gross Revenues for the period covered by the payments.

(G) Within thirty (30) days after the effective date of this Ordinance, the Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of the Town. Within thirty (30) days after Town annexes property into, or disannexes property from, the territory of Town, Town shall provide Company (at the notice address specified in Section XV) with maps clearly showing the location of the boundaries of such annexed or disannexed property. Within sixty (60) days, or such additional time as mutually agreed to by the Town and Company, after Company's receipt of (i) written notice from the Town that the Town has annexed territory into the Town and (ii) maps showing clearly the areas annexed, the Company shall revise its accounting records to include the annexed territory, and Company's customers therein, within the Town. After such time period, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located within such annexed area shall be included in the calculation of the franchise fee payable under this Ordinance. Likewise, Gross Revenues related to Company's customers whose consuming facilities' points of delivery are located in any area disannexed by Town shall cease to be included in the calculation of the franchise fee payable under this Ordinance upon the effective date of such disannexation.

SECTION XI. Retention, Accessibility and Confidentiality of Records

(A) Company shall maintain the fiscal records and supporting documentation for payments of Gross Revenues associated with this Ordinance for not less than five years.

(B) Company gives Town, its designee, or any of their duly authorized representatives, access to and the right to examine relevant books, accounts, records, audit reports, reports, files, documents, written material, and other papers belonging to or in use by Company pertaining to the franchise fee payable under this Ordinance (the "Records") during the Company's regular business hours and at the Company's principal offices upon receipt of thirty (30) days written notice from the Town. The Town's access to the Records will be limited to information needed to verify that, within the two (2) year period prior to such access to the Records, Company is and has been complying with the terms of this Ordinance. If such an examination reveals that Company has underpaid the franchise fee to Town, then upon receipt of written notification from Town regarding the existence of such underpayment, Company shall undertake a review of Town's claim and, if said underpayment is confirmed, remit the amount of underpayment to Town, including any interest calculated in accordance with Section X(D). The cost of the audit shall be borne by Town unless the Company is finally determined to have underpaid the franchise fee by five percent (5%) or more, in which case the reasonable costs of the audit shall be immediately reimbursed to the Town by Company. The rights to access the Records shall terminate two (2) year(s) after the termination or expiration of this Ordinance. Company agrees to maintain the Records in an accessible location.

(C) Any information that is not required by law to be made public shall be kept confidential by Town. The Town shall provide notice to Company of any request for release of information previously designated by Company as proprietary or confidential non-public information prior to releasing the information so as to allow Company adequate time to pursue available remedies for protection. If the Town receives a request under the Texas Public Information Act that includes Company's previously designated proprietary or confidential information, Town will request an opinion from the Texas Attorney General as to the confidential or the proprietary nature of the information. The Town also will provide Company with notice of the request, and thereafter Company is responsible for establishing that an exception under the Texas Public Information Act allows the Town to withhold the information.

SECTION XII. Renegotiation

If either the Town or Company requests renegotiation of any term of this Ordinance, Company and Town agree to renegotiate in good faith revisions to any and all terms of this Ordinance. If the parties

cannot come to agreement upon any provisions being renegotiated, then the existing provisions of this Ordinance will continue in effect for the remaining term of the Ordinance.

SECTION XIII. Termination

(A) The Town, in accordance with subsection (B) below, may terminate this Ordinance and all rights and privileges pertaining thereto, in the event that the Company violates any material provision of this Ordinance (an “Event of Default”).

(B) Uncured Events of Default.

- (1) Upon the occurrence of an Event of Default which can be cured by the immediate payment of money to Town or a third party, Company shall have thirty (30) days (or such additional time as may be agreed to by the Town) after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).
- (2) Upon the occurrence of an Event of Default by Company which cannot be cured by the immediate payment of money to Town or a third party, Company shall have sixty (60) days (or such additional time as may be agreed to by the Town) after receipt of written notice from Town of an occurrence of such Event of Default to cure same before Town may exercise any of its rights or remedies pursuant to Section XIII(C).
- (3) If the Event of Default is not cured within the time period allowed for curing the Event of Default as provided for herein, such Event of Default shall, without additional notice, become an Uncured Event of Default, which shall entitle Town to exercise the remedies pursuant to Section XIII(C).

(C) Remedies. Upon receipt of a notice of an alleged Uncured Event of Default as described in Section XIII(B), which notice shall specify the alleged failure with reasonable particularity, the Company shall, within the time periods specified in Section XIII(B) or such longer period of time as may be agreed to by the Town, either cure such alleged failure or, in a written response to the Town, present facts and arguments in refuting or defending such alleged failure, or state that such alleged failure will be cured and set forth the method and time schedule for accomplishing such cure. In the event that such cure is not

forthcoming or the Town determines that an unexcused “Uncured Event of Default” has occurred, Town shall be entitled to exercise any and all of the following cumulative remedies:

- (1) The commencement of an action against Company at law for monetary damages.
- (2) The commencement of an action in equity seeking injunctive relief or the specific performance of any of the provisions, which as a matter of equity, are specifically enforceable.
- (3) The termination of the franchise granted herein.

(D) Remedies Not Exclusive. The rights and remedies of Town and Company set forth in this Ordinance shall be in addition to, and not in limitation of, any other rights and remedies provided by law or in equity. Town and Company understand and intend that such remedies shall be cumulative to the maximum extent permitted by law and the exercise by a party of any one or more of such remedies shall not preclude the exercise by such party, at the same or different times, of any other such remedies for the same failure to cure. However, notwithstanding this Section or any other provision of this Ordinance, Town shall not recover both liquidated damages and actual damages for the same violation, breach, or noncompliance, either under this Section or under any other provision of this Ordinance.

(E) Termination. The franchise granted herein may be terminated only in accordance with the provisions of Section XIII(C). Town shall notify Company in writing at least thirty (30) business days in advance of the Town Council meeting at which the questions of termination shall be considered, and Company shall have the right to appear before the Town Council in person or by counsel and raise any objections or defenses Company may have that are relevant to the proposed forfeiture or termination. The final decision of the Town Council may be appealed to any court or regulatory authority having jurisdiction. Upon timely appeal by Company of the Town Council’s decision terminating the franchise granted herein, the effective date of such termination shall be either when such appeal is withdrawn or a court order upholding the termination becomes final and unappealable. If no appeal is filed, the effective date of such termination shall be the thirtieth (30th) day following the date of the final termination decision of the Town Council. Until the termination becomes effective, the provisions of this Ordinance shall remain in effect for all purposes.

SECTION XIV. Successors and Assigns

Company’s rights under this Ordinance shall not be assigned or transferred without the written consent of the Town, which consent shall not be unreasonably withheld; provided, however, that Company may assign its rights under this Ordinance to a parent, subsidiary, affiliate or successor entity

without such consent, so long as such parent, subsidiary, affiliate or successor (i) assumes all obligations of Company hereunder, and (ii) is bound to the same extent as Company hereunder. Company shall give the Town sixty (60) days prior written notice of any assignment to a parent, subsidiary, affiliate or successor entity. Any required consent shall be expressed by an ordinance that fully recites the terms and conditions, if any, upon which such consent is given. Any assignment or transfer effected prior to the Town's approval thereof, if required, shall authorize the Town to treat such assignment or transfer as an Uncured Event of Default and immediately implement the provisions of Section XIII, including the right to terminate the franchise granted herein.

SECTION XV. Notices

Any notice required or permitted to be delivered hereunder shall be deemed received if: (i) delivered in person to the applicable address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the applicable address set forth below; or (iii) delivered to such party by courier receipted delivery to the applicable address set forth below. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is deemed received by the other party as provided above, the last address of such party designated for notice shall remain such party's address for notice.

If intended for the Town:

Town of Northlake, Texas
Attention: Town Administrator
1400 FM 407
Northlake, Texas 76247

If intended for the Company:

CoServ Gas, Ltd.
Attention: President
7701 S. Stemmons Freeway
Corinth, Texas 76210

SECTION XVI. Severability; Amendment; Ordinance Controlling

It is the intention of the Town Council that this Ordinance, and every provision thereof, shall be considered severable, and the invalidity or unconstitutionality of any section, clause, provision or portion of this Ordinance shall not affect the validity or constitutionality of any other portion of this Ordinance.

Both the Company and the Town expressly recognize that this Ordinance creates a binding and enforceable contract between them, which contract may not be amended without written consent of both the Company and the Town. Should any inconsistency or conflict exist now or in the future between the provisions of this Ordinance and the Town's charter or another ordinance or ordinances, then the provisions of this Ordinance shall control to the extent of such inconsistency or conflict to the extent not prohibited by law.

SECTION XVII. Governing Law

This Ordinance shall be governed and construed in accordance with the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction. Exclusive venue for any action concerning this Ordinance, the transactions contemplated hereby or the liabilities or obligations imposed hereunder shall be in the State District Court of Denton County, Texas.

SECTION XVIII. No Waiver

Either Town or Company shall have the right to waive any requirement contained in this Ordinance, which is intended for the waiving party's benefit, but, except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Ordinance shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or a different type of breach or violation.

SECTION XIX. Paragraph Headings; Construction

The paragraph headings contained in this Ordinance are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the preparation of this Ordinance and this Ordinance shall not be construed either more or less strongly against or for either party.

SECTION XX. Acceptance; Effective Date

In order to accept the franchise granted herein, the Company must evidence its written acceptance of the terms and conditions of this Ordinance by executing and delivering to the Town, within thirty (30) days after the Town provides written notice to Company of the final adoption of this Ordinance by the Town, a letter in the form of Exhibit A attached hereto and incorporated herein. Upon and subject to such written acceptance, this Ordinance shall become effective as of the first day of the calendar month

that is not less than sixty (60) days after the final adoption of this Ordinance by the Town (such date being the "Effective Date").

PASSED AND APPROVED ON THIS THE 8th DAY OF DECEMBER, 2016.

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

EXHIBIT "A"

CoServ Acceptance of Franchise Ordinance

[DATE]

Town of Northlake
Attention: Town Secretary
1400 FM 407
Northlake, Texas 76247

RE: CoServ Gas franchise; Ordinance No. _____

This letter certifies that CoServ Gas, Ltd. accepts and agrees to be contractually bound by the terms and conditions of Ordinance No. _____, a copy of which is attached hereto as Exhibit A.

COSERV GAS, LTD.

By: CoServ Natural, L.L.C., its General Partner

By: _____

Printed Name: _____

Title: _____

Management and Improvement Services Agreement

Northlake Public Improvement District No. 1

(Harvest Residential)

This **MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT** ("Agreement") is made and entered into by and between the **Town of Northlake, Texas** ("the Town"), by and through Drew Corn, its duly authorized Town Administrator, and **First Service Residential Texas, Inc.**, a Texas corporation doing business as **FirstService Residential** ("Contractor") and acting by and through Cindy Huey, its duly authorized President.

RECITALS

The following statements are true and correct and constitute the basis upon which the Town and Contractor have entered into this Agreement:

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code on May 23, 2013, the Town Council of the Town of Northlake adopted Resolution No. 13-10 creating Northlake Public Improvement District No. 1 (the "**District**"); and

WHEREAS, the Town is authorized to utilize the District to undertake improvements and/or services that confer special benefits on the part of the Town within the District; and

WHEREAS, the Town Council is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and/or services, to pay the cost of such improvements and services; and

WHEREAS, the Town desires to enter into a written agreement with Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and

WHEREAS, such improvements and services constitute a supplement to standard Town services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District; and

WHEREAS, Contractor wishes to assist the Town by providing, furnishing, or performing such improvements and services;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, the Town and Contractor do hereby covenant and agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

The Town hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, oversee or perform in accordance with this Agreement the improvements and/or services set forth in Section 2.

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

Contractor shall provide or cause to be provided those improvements and services (the "Improvements and Services") set forth in and subject to the Service Plan and Budget for the District approved by the Town Council for the fiscal year covered by this Agreement (the "Service Plan and Budget") (which is attached hereto as Exhibit "C" and hereby made a part of this Agreement for all purposes), as may subsequently be amended, and the ordinance adopted by the Town Council levying assessments on properties in the District for such Improvements and Services (which ordinance is a public document on file in the Town Administrator's Office and is hereby incorporated for all purposes). Contractor shall also comply with the following related duties and responsibilities:

- (a) Oversee the bidding and awarding of any third party contracts for the above-referenced Improvements and Services in accordance with the guidelines set forth in the Policy and Guidelines for Public Improvement Districts adopted by the Town Council pursuant to Resolution No. 13-10 (the "PID Policy"), a copy of which Contractor hereby certifies it has received and which is incorporated herein by reference for all purposes;
- (b) Monitor work performed by any subcontractors for any of the above referenced Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;
- (c) Obtain, maintain and pay for insurance necessitated by the above referenced Improvements and Services, as may be directed or reviewed by the Town's Administrator or other designee;
- (d) In accordance with Section 372.013 of the Texas Local Government Code and the PID Policy, prepare a Service Plan and Budget for the five (5) years following the fiscal year covered by this Agreement, to be adopted by the advisory body for the District or other entity designated by the Town and approved by the Town Council ;

- (e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and all other financial reporting requirements set forth in the PID Policy;
- (f) Comply with all other duties and responsibilities set forth in the guide lines of the PID Policy;
- (g) Receive advance written approval by the Town's Administrator or his/her designee prior to any authorized construction or maintenance of capital improvements in any dedicated Town park.

2.2. Contractor Compensation

As full compensation for the provision of all Improvements and Services during the Term of this Agreement, the Town shall pay Contractor as per the schedule below. The budgeted amount for each year shall be reflected in the Service Plan and Budget as "Management Fee," which amount shall be paid in monthly installments in accordance with Section 6 hereof.

The monthly management fee is as follows: \$1,000 for homes 51-250; \$4.75 per home for homes 251-550; \$4.50 per home for homes 551 to 850; \$4.25 per home for homes 851-1,150; \$4.00 per home for homes 1,151-1,750; \$3.75 per home for homes 1,451 to 1,750; \$3.50 per home for homes 1,751-2,050; \$3.15 per home for homes 2,050 and above. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor's employees, general and administrative expenses, financial management, general administration and operations management.

If on-site administrative, maintenance and housekeeping personnel are required, they shall be employees of Contractor. The District shall reimburse for actual wages paid plus a labor burden of 25% for administrative personnel and 35% for all other personnel. Labor burden includes social security tax, federal/state unemployment tax, workers compensation insurance, Contractor's contribution to employee 401(k) benefit, drug testing, Texas criminal background checks, payroll processing and human resource administration. Single PPO medical benefits shall be provided to all eligible on-site staff members who are employees of Contractor at a cost to the District.

The management fee and cost for all personnel will be allocated 50% to the Harvest Residential Association and 50% to the Public Improvement District.

Exhibit A to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within ten days of billing and shall be billed in accordance with Exhibit A.

2.3. Standard of Care: Nature of Relationship

Contractor shall commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws. Contractor shall ensure that any work on the Improvements and Services is properly coordinated with related work being performed by the Town. Unless otherwise

specifically provided herein, all of the Improvements and Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

2.4. Security and Police Services

Nothing in this Agreement shall preclude the Contractor from providing, as part of its Improvements and Services, additional security and police services to the District. Unless otherwise specifically provided herein, all of the Improvements and Services related to Security and Police Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

3. **TOWN'S DUTIES AND RESPONSIBILITIES**

The Town shall provide the following services in connection with operation of the District and the Contractor's performance under this Agreement:

- (a) Levying and collecting, through the Town's agreement with the Denton County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;
- (b) Making payments to Contractor from special assessment revenues and other District revenues;
- (c) Maintaining the same level of services in the District as that which the Town provides in comparable areas of the Town;
- (d) Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through Town departments, boards, or agencies;
- (e) Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;
- (f) Preparing an annual report of delinquent property assessments and liens thereon to be assigned to the Town's delinquent tax collection attorney;
- (g) Making regular reports to Contractor concerning delinquent assessments and making billings thereon as necessary; and,
- (h) Producing an annual assessment roll of property owners and property within the District.

The Town shall have no financial obligation to the District other than levying and collecting, through its agreement with the Denton County Tax Assessor/Collector, the assessments levied by the District, except as provided in subsection (c) above, and, pursuant to and in accordance with this

Agreement, paying for Improvements and Services that Contractor performs in the District.

4. **AMENDMENTS**

This Agreement may not be amended unless executed in writing by both parties.

5. **TERM**

This Agreement shall commence February 1, 2017, (the "**Effective Date**") and, unless terminated earlier in accordance with this Agreement, expire January 31, 2018 (the "**Term**").

6. **RELEASE OF FUNDS TO CONTRACTOR**

6.1. Procedure

Periodically, but not more frequently than once per month, Contractor shall present to the individual or individuals designated by the Town to oversee and administer the District (the "**Administrator**") a report of the Improvements and Services provided by Contractor since (i) for the first report under this Agreement, the Effective Date and (ii) for all subsequent reports, the date of the previous report. All such reports must include documentation sufficient demonstrating to the Administrator that any sums paid or incurred by Contractor have been paid or are due. Provided that all such necessary reports and supporting documentation have been provided to the Administrator, the Town shall pay the Contractor for all lawful expenses made or incurred by Contractor within fifteen (15) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the Town shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Service Plan and Budget for the then-current fiscal year.

6.2. **Work Reports**

Contractor shall also submit a periodic work report, no less than quarterly, to the Administrator. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the Administrator. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received. The Administrator shall have the right to verify that the report is complete and accurate.

6.3. **Insufficient District Funds**

In the event that District revenues are not available or are insufficient for the Town to make any payment to Contractor hereunder, the Town will promptly notify Contractor. At Contractor's request, the Town and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor does not elect to fund the deficit, either party may terminate

this Agreement upon thirty (30) days' advance written notice to the other party.

7. CONTRACTOR LIABILITY

Contractor hereby assumes full liability for any damages to any public or private property which is due to the negligence of Contractor, its subcontractors, agents, permittees or assigns.

8. LIABILITY OF TOWN; PERSONAL LIABILITY OF PUBLIC OFFICIALS

No employee of the Town, nor any other agent of the Town, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the Town shall not be liable or responsible for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement, nor shall the Town be liable or responsible to Contractor or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the Town has no control.

9. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE TOWN, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHATSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WORK, SERVICES AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS OF SUBCONTRACTORS.

CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE TOWN FOR ANY AND ALL INJURY OR DAMAGE TO TOWN PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL NEGLIGENT ACTS OR NEGLIGENT OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, LICENSEES OR INVITEES.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town; that Contractor shall have exclusive control of the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between Town and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Town and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Town.

11. INSURANCE

Contractor shall not commence work under this Agreement until it has obtained and received approval from the Town of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement, that all insurance policies provided pursuant to this Agreement are endorsed to name the Town as an additional insured, and that all such insurance policies cover not only Contractor, but also Contractor's contractors and subcontractors. The minimum insurance required of Contractor is as follows:

WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each occurrence with an aggregate limit of not less than \$2,000,000.

AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the Town, or any other claimant, any claims that the Town, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents

shall be set forth on all certificates of insurance. All policies must provide that they may not be changed or canceled by the insurer in less than five (5) days after the Town had received written notice of such change or cancellation. Such insurance amounts may be revised upward at Town's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request.

12. TAXES

Contractor shall pay all federal, state and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to Contractor's duties and obligations hereunder.

13. PERMITS

Contractor shall and shall cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or Town, before undertaking any work hereunder that requires any such permits.

14. CHARACTER OF WORK AND OPERATIONS

Contractor and Contractor's employees, contractors and subcontractors shall be competent and careful workmen skilled in their respective trades. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his duties or has been convicted of any crime of moral turpitude. The Town shall retain the right to require the Contractor to remove any employee who is guilty of misconduct toward the public or is in any way discourteous to the public. This work is being performed for the public benefit and it is necessary that it be performed in an acceptable manner and at a satisfactory rate of progress. Contractor shall at all times maintain its equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected and clearly marked with the Contractor's name and telephone number.

15. ASSIGNMENT AND SUBCONTRACTING

Contractor shall have the right to subcontract for the provision of any Improvements and Services authorized hereunder so long as the subcontract is in writing and the Administrator approves such subcontract in writing prior to provision of the subcontracted Improvements and Services, which such approval by the Administrator shall not be unreasonably delayed. The existence of a subcontract shall not relieve Contractor of any responsibility or liability to the Town under this Agreement. Otherwise, Contractor may not assign, transfer or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the Town and execution by such party of a written agreement with the Town under which such party agrees to be bound by the duties and obligations of Contractor under this Agreement.

18. DEFAULT

All terms, conditions and provisions of this Agreement shall be considered material, and Contractor's failure to perform any part of this Agreement shall constitute an event of default hereunder. Should the Contractor fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the Town of written notice of the default (or, provided that Contractor has diligently commenced and continuously attempted cure within such time, such additional time as may be reasonably necessary to fully cure the default), the Town may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written

notice to Contractor. Notwithstanding the foregoing, Town may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to Contractor. In the event of any termination, any work in progress will continue to completion unless specified otherwise in the Town's termination notice. The Town shall pay for any such work in progress that is completed by Contractor and accepted by the Town.

19. COOPERATION WITH TOWN

Contractor shall, at such time and in such form as Town may require, furnish periodic information concerning the status of the project and such other statements, certificates and approvals relative to the project as may be requested by the Town. Contractor shall meet with the Administrator or other Town officials as may be requested to discuss any aspect of this Agreement.

20. BOOKS AND RECORDS; AUDITING RIGHTS

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the Town. Contractor shall provide representatives of Town or its appointees free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor shall further allow the Town and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

The Town shall also have the right to conduct a performance audit and evaluation of Contractor at such times as the Town deems necessary. Contractor shall fully cooperate with any such performance audit. The Town may employ consultants at the Town's expense to assist the Town in such performance audit. Contractor agrees to give the Town and its consultants access to all reports, data, schedules and other relevant information which may be required to conduct such performance audit.

21. NOTICES

Any notices, bills, invoices or reports required by this Agreement shall be conclusively determined to have been delivered three (3) business days after it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, to the addresses listed below or such other addresses as may from time to time be provided to the other party:

Town:
Town of Northlake
Attn: Town Administrator
1301 FM 407
Northlake, Texas 76247

Contractor:
First Service Residential
Attn: Cindy Huey, President
3102 Oak Lawn Avenue, Suite 202
Dallas, Texas 75219-4241

22. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town's Charter and ordinances, as amended.

23. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities.

24. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

25. VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

26. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the Town and Contractor and are not intended to create any rights, contractual or otherwise, to any other person or entity.

27. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

28. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

29. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and Contractor as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

30. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

TOWN OF NORTHLAKE:

By: _____
Drew Corn, Town Administrator

Date: _____

FIRSTSERVICE RESIDENTIAL TEXAS, INC.,
A Texas corporation d/b/a
FIRSTSERVICE RESIDENTIAL:

By: _____
Ashlynn Wells, Sr. Vice President

Date: _____

Exhibit “B”
Additional Services to be Provided by Contractor

- (a) Participate in meetings of individual departments within the Town of Northlake, as required, to coordinate PID activities;
- (b) Participate in all meetings required by the Town for assistance in the preparation of the Service Plan and Budget for the District, and update the Town as to authorized PID projects and other pertinent matters.
- (c) Establish means of communication for citizen input to report problems and make suggestions to the PID. Coordinate responses to citizen, with input from the Town, when appropriate.
- (d) Maintain a full and accurate accounting of disbursements for reimbursement from PID revenues, providing the Town with a monthly accounting statement;
- (e) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the Town of trends and unusual or excessive expenses;
- (f) Maintain a complete set of historical records of all PID activity to include PID charter, minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of PID to present; and

The Contractor shall commence, carry on, and provide such improvements and/or services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws.

Exhibit C – Budget and Five Year Service Plan

	2017	2018	2019	2020	2021
INCOME:	\$668,252	\$919,741	\$1,160,436	\$1,445,825	\$1,729,881
EXPENSES:					
Utilities	\$59,000	\$145,093	\$203,180	\$203,180	\$266,391
Landscape Maintenance	\$529,415	\$647,465	\$745,092	\$747,846	\$829,330
Common Area Maintenance	\$52,000	\$55,500	\$59,000	\$62,500	\$66,000
General & Administrative	\$21,978	\$30,447	\$38,208	\$42,252	\$45,039
Insurance and Taxes	\$4,674	\$4,718	\$4,763	\$4,808	\$4,853
Employees	\$36,153	\$58,659	\$60,374	\$62,151	\$63,992
TOTAL EXPENSES	\$703,220	\$941,882	\$1,110,616	\$1,122,736	\$1,275,605
**Developer Subsidy	(\$34,967)	(\$22,141)	\$49,819	\$323,089	\$454,275

** To be fully repaid by PID

** Current Subsidy Balance through 2016 **\$857,277.35**



Regular Items

Agenda Item 6

- G. Consider for approval an Ordinance adopting Road Impact Fees
 - i. Public Hearing
 - ii. Ordinance No. 16-1208B
- H. Consider for approval an Ordinance amending the Mixed-Use Planned Development zoning district for a 16.918 acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 at Harvest Way. 1256 FMR 407 Ltd and Belmont 407 LLC are the owners. Office Equity Solutions and Hillwood Communities are the applicants/developers. Case #PD-16-002
 - i. Public Hearing
 - ii. Ordinance No. 16-1208C
- I. Consider for approval a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County
 - i. 2nd Public Hearing
 - ii. Resolution No. 16-40
- J. Consider for approval an Ordinance annexing certain property for limited purposes pursuant to a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Fresh Water Supply District No. 1 of Denton County
 - i. Ordinance No. 16-1208D
- K. Consider for approval a Preliminary Plat for Town Commons, a proposed commercial development consisting of 9 non-residential lots and 4 open space lots on a 21.762-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 between Cleveland Gibbs Road and Harvest Way, and zoned Mixed-Use Planned Development (MPD). 1256 FMR 407 Ltd and Belmont 407 LLC are the owners. Office Equity Solutions and Hillwood Communities are the applicants/developers. Baird, Hampton & Brown is the engineer. Case #PP-16-006
- L. Consider for approval an Ordinance updating the Northlake Comprehensive Plan by the adoption of the Pathway to 2040 Northlake Comprehensive Plan update
 - i. Public Hearing
 - ii. Ordinance No. 16-1208E

- M. Consider for approval a Resolution to consenting to the creation of the Northlake Municipal Management District No. 1
 - i. Resolution No. 16-41
- N. Consider for approval Application to Obtain Domestic Wastewater Permit for HP Gibbs, LP

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: December 8, 2016
Re: Roadway Impact Fee Public Hearing and Ordinance Adoption

The Town has completed or will complete all the steps necessary to adopt roadway impact fees: adopt the Master Thoroughfare Plan, Land Use Assumption and Capital Improvement Plan with public hearings held for each and review of the Roadway Impact Fees by the Capital Improvement Advisory Committee with written comments. A public hearing on the impact fees is scheduled for December 8, 2016 with consideration of adoption by Council to follow.

As background, the Master Thoroughfare Plan (MTP) shows the major thoroughfares in the Town in terms of their general location, the number of lanes and whether the road is divided or undivided. The MTP will in a sense reserve the location of the road from encroachment from certain types of development such as gas wells. Secondly, the MTP will inform potential developers of the alignment of the Town's road system and anticipated right-of-way dedication requirements. Finally and most importantly, the MTP will determine the amount of lane-miles that are necessary to serve the projected development which will determine the cost of the road infrastructure which will determine the amount of road impact fee the Town may charge developers.

The original MTP was presented to Council on February 11th after a two-month review period. Per council members direction staff provided an alternative MTP that reflected council comments to more closely align roads to property lines. At the March 10th council meeting, council adopted the alternative MTP. However these alignments conflict with the floodplain, topography and curve radii.

In October Town staff learned from Denton County officials that a two-bridge option was available for the Cleveland-Gibbs Road crossing of IH 35W. At the November 10th council meeting, an amended MTP was adopted that included the two-bridge alignment but also corrected a number of conflicts with floodplain, topography and curve radii that were part of the March 10th alternative MTP as previously mentioned.

Once the amendment to the MTP had been adopted, Council held a public hearing on the land use assumptions used to create the MTP and the capital improvement plan necessary to build the roads in the MTP over the next ten years. The public hearing was held on November 10, 2016. After the

Roadway Impact Fees
December 8, 2016
Page 2 of 2

hearing, Council adopted the Land Use Assumptions and Capital Improvement Plan at the November 10th meeting.

On November 17th, the Capital Improvement Advisory Committee (CIAC) met to review the Land Use Assumptions and Roadway Capital Improvement Plan and provide written comments to the Council on the impact fees. The CIAC comments are attached. In summary, the committee agreed that there is no perfect system to calculate road impact fees exactly but that the proposed methodology is reasonable. The higher impact fees in the rural areas of Town accurately reflect the Comprehensive Land Use Plan and the residents' desire for minimal development in this area.

Finally, the Council has called a public hearing for December 8th with consideration of the road impact fees immediately following the hearing. If Council adopts the Ordinance, Roadway Impact Fees become effective. Town staff will begin charging new development impact fees, or by agreement reimburse impact fees for roads built as part of the MTP or waive impact fees when comparable road infrastructure is built.

Please contact me at 940.242.5701 with any questions or comments.

Capital Improvement Advisory Committee Comments of Roadway Impact Fees

I agree with the statements made concerning the impact fees. With the future growth of Northlake quickly coming upon us this is a very proactive measure. The roads and infrastructure of Northlake will be put to task as the development increases. I believe the fees collected will be a great aid to the Town in our ability to keep up with or ahead of the growth and the cost of expanding the roads etc. to keep up with the demand and reducing the financial burden on the taxpayers.

I believe this is a step forward for our town and will help draw in the best growth for our town in the future.

Dennis Lambrecht

This is a good plan, knowing that it is a plan and the plan will change over time. The plan aligns well with the land use plan. There will be anomalies along zone boundaries that will generate questions. The town currently has no road impact fees. This plan will provide a source for funds to update roads as the town develops; however it develops.

Dale Toon

1. I believe that the massive difference between fees in different regions of Northlake will have some adverse effects on development:
 - a. Any commercial development on FM407 will have an automatic \$11.50 PSF increase in construction cost than a similar development on Cleveland Gibbs or 1171.
 - b. This would equate to a minimum impact on rent of 12%+ higher required rent to make a project viable which a disproportionate burden to two commercial projects that will likely access via the same interstate.
 - c. Two identical single family parcels one north of Mulkey and one south of Mulkey would have an automatic road impact fee increase of almost 500% even though they both use the same roads.
2. Some of the costs that are assumed in the formation of the service rates are inflated due to participation agreements of what will actually be built
 - a. FM 407 is included at full cost whereas the Town will likely only have to pay a proportionate share of the costs. This is likely the biggest influence on zone 2.
 - b. Not sure if there is any real expectation that the Cleveland Gibbs Bridge gets rebuilt.
1. Try to realign the boundaries between the zones as outlined on the attached document.
2. Look for methods to more fairly share the cost per lot or per square foot of commercial.
3. The fact that there is absolutely no additional impact of a commercial business located in one part of town over another may present a legal challenge based upon proportionality.

I realize that there is no perfect way to come up with plan that is fair to all, but I think that the plan presented could use a little tweaking to get to a fairer distribution of costs for new development. I would guess that the suggested rates (particularly on the commercial) will influence where development can happen.

Tim Coltart

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 16-1208B

AN ORDINANCE AMENDING CHAPTER 9, PLANNING AND MISCELLANEOUS DEVELOPMENT REGULATIONS, OF THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS, AS AMENDED, BY AMENDING ARTICLE 9.03, IMPACT FEES, PROVIDING FOR A NEW DIVISION 1, "ROADWAY IMPACT FEES," ADOPTING AND IMPOSING ROADWAY IMPACT FEES ON NEW LAND DEVELOPMENT OR REDEVELOPMENT IN THE TOWN LIMITS OF THE TOWN OF NORTHLAKE, TEXAS; PROVIDING DEFINITIONS; ESTABLISHING SERVICE AREAS; PROVIDING FOR THE ASSESSMENT, PAYMENT, AND TIME OF PAYMENT OF IMPACT FEES; PROVIDING FOR REVIEW OF IMPACT FEES AND FEE SCHEDULES; PROVIDING FOR THE PLACEMENT OF REVENUES COLLECTED FROM ROADWAY IMPACT FEES INTO A ROADWAY IMPACT FEE ACCOUNT ESTABLISHED FOR THOSE PURPOSES; PROVIDING FOR USE OF FUNDS DERIVED FROM IMPACT FEES; PROVIDING THAT ROADWAY FEES MAY BE PLEDGED TOWARD PAYMENT OF BOND ISSUES AND SIMILAR DEBT INSTRUMENTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake currently provides and maintains roadway facilities to serve land within its Town limits; and

WHEREAS, the Town is committed to providing roadway facilities at minimum levels of service by utilizing funds allocated in the capital budget and capital improvements programming processes and relying upon the funding sources indicated therein; and

WHEREAS, new residential and nonresidential development causes and imposes increased and excessive demands upon Town roadway facilities that would not otherwise occur; and

WHEREAS, planning and zoning projections indicate that such development will continue and will place ever-increasing demands on the Town to provide necessary roadway facilities; and

WHEREAS, the development potential and property values of properties is strongly influenced and encouraged by Town policy as expressed in the Comprehensive Plan and as implemented through the Town's Zoning Ordinance and map; and

WHEREAS, to the extent that such new development places demands upon the public facility infrastructure, those demands should be satisfied by shifting the responsibility for financing the provision of such facilities from the public at large to the developments actually creating the demands for them; and

WHEREAS, the amount of the impact fees to be imposed is determined by the cost of the additional public facilities needed to support such development, which public facilities shall be identified in Capital Improvement Plans; and

WHEREAS, the Town Council, after careful consideration of the matter, hereby finds and declares that impact fees imposed upon residential and nonresidential development to finance specified major

public facilities, the demand for which is created by such development, is in the best interest of the general welfare of the Town and its residents, is equitable, and does not impose an unfair burden on such development; and

WHEREAS, the Texas Legislature has adopted Chapter 395 of the Texas Local Government Code, providing guidelines and requirements for the adoption of impact fees; and

WHEREAS, the Town has previously adopted water and wastewater impact fees in accordance with Chapter 395; and

WHEREAS, the Town Council now desires to adopt roadway impact fees in accordance with Chapter 395; and

WHEREAS, the Town Council finds that the Town has complied with Chapter 395 in the notice, adoption, promulgation, and methodology necessary to adopt roadway impact fees.

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

SECTION 1.

Chapter 9, "Planning and Miscellaneous Development Regulations," Article 9.03, "Impact Fees," Division 1 of The Code of Ordinances, Town of Northlake, Texas is hereby amended to read as follows:

"DIVISION 1. ROADWAY IMPACT FEES

Sec. 9.03.001. Short title.

This division shall be known as the roadway impact fee ordinance of the Town.

Sec. 9.03.002. Purpose.

This division is intended to impose impact fees for roadway facilities as established in this division, in order to finance public facilities, the demand for which is generated by new development.

Sec. 9.03.003. Authority.

The Town Council is authorized to enact this article by Chapter 395 of the Texas Local Government Code, as amended, ("Chapter 395") which authorizes municipalities, to enact or impose roadway impact fees on land within their corporate boundaries, as charges or assessments imposed against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to such new development. The provisions of this division shall not be construed to limit the power of the Town Council to adopt such division pursuant to any other source of local authority nor to utilize any other methods or powers otherwise available for accomplishing the purposes set forth herein, either in substitution of or in conjunction with this division. Guidelines may be developed by resolution or otherwise to implement and administer this division.

Sec. 9.03.004. Definitions.

As applied in this division, the following words and terms shall be used:

Assessment - The levying or charging of the approved impact fee per service unit which can be imposed on new development pursuant to this division.

Building Permit - Written permission issued by the Town for the construction, repair, alteration or addition to a structure. Written permission herein shall refer to a building permit which is associated with an increase in Service Units related to the property.

Capital Construction Cost of Service - Costs of constructing capital improvements or facility expansions, including and limited to the construction contract price, surveying and engineering fees, land acquisition costs (including land purchases, court awards and costs, attorney's fees, and expert witness fees), and the fees actually paid or contracted to be paid to an independent qualified engineer or financial consultant preparing or updating the Capital Improvement Plans who is not an employee of the Town.

Capital Improvements Advisory Committee (Advisory Committee) - Advisory committee, appointed by the Town Council, consisting of at least five members, not less than 40 percent of which shall be representatives of the real estate, development, or building industries which are not employees of the Town; or consisting of the Planning and Zoning Commission, including one regular or ad hoc member who is not an employee of the Town and which is representative of the real estate, development, or building industry, and if impact fees are to be applied within the extraterritorial jurisdiction of the Town, one representative of the extraterritorial jurisdiction area; which committee is appointed to regularly review and update the Land Use Assumptions, Capital Improvement Plans, and impact fees in accordance with the requirements of Chapter 395 of the Local Government Code.

Capital Improvements Plan (CIP) - Plan adopted by the Town Council which identify capital improvements or facility expansions pursuant to which impact fees may be assessed.

Town - Town of Northlake, Texas.

Town Council (Council) - Governing body of the Town of Northlake.

Town Engineer (Engineer) - Town Engineer of the Town of Northlake.

Town Administrator - Town Administrator of the Town of Northlake, or his designee.

Commercial Development - For purposes of this article, all development which is neither residential nor industrial.

Comprehensive Plan (Master Plan) - The comprehensive long-range plan, adopted by the Town Council, which is intended to guide the growth and development of the Town, which may include analyses, recommendations, and proposals for the Town regarding such topics as population, economy, housing, transportation, community facilities, and land use.

Credit - The amount of the reduction of an impact fee for fees, payments or charges for the same type of capital improvements for which the fee has been assessed.

Existing Development - All land which has been subdivided and converted to urban use as of the date of adoption of this ordinance.

Facility Expansion - The expansion of the capacity of an existing facility which serves the same function as an otherwise necessary new capital improvement so that the existing facility may serve new development.

Final Plat - The map, drawing, or chart meeting the requirements of the Town's Subdivision Ordinance on which is provided a subdivider's plan of a subdivision, and which has received final approval by the Planning and Zoning Commission or Town Council and which is recorded with the office of the County Clerk.

Impact Fee - Fee to be imposed upon new development, calculated based upon the costs of facilities in proportion to development creating the need for such facilities.

Land Use Assumptions - Description of the service area and projections of changes in land uses, densities, intensities, and population therein over at least a 10-year period, adopted by the Town Council, as may be amended from time to time, upon which the Capital Improvement Plans are based.

Master Thoroughfare Plan – Document approved and adopted by the Town Council, as may be amended from time to time, which identifies the roadway facilities or roadway facility expansions and their associated growth-related costs which are necessitated by and which attributable to new development, and for a period not to exceed ten (10) years, and which are to be financed in whole or in part through the imposition of roadway impact fees pursuant to this article.

New Development - Subdivision of land; or the construction, reconstruction, redevelopment, conversion, structural alteration, relocation, or enlargement of any structure; or any use or extension of the use of land; any of which increases the number of service units.

Offset - The amount of the reduction of an impact fee designed to fairly reflect the value of system-related facilities, pursuant to rules herein established or administrative guidelines, provided and funded by a developer pursuant to the Town's subdivision regulations or requirements.

On-Site Facility - Improvement or facility which is for the primary use or benefit of a new development and/or which is for the primary purpose of safe and adequate provision of roadway facilities to serve the new development, and which is not included in the Capital Improvement Plans, and for which the developer or property owner is solely responsible under subdivision and other applicable regulations.

Residential Development - For purposes of this division, a lot developed for use and occupancy as a residence or residences, according to the Town's Zoning Ordinance.

Roadway Facility - Arterial or collector streets or roads that have been designated on the Master Thoroughfare Plan, together with all necessary appurtenances. Roadway facility includes the Town's share of costs for roadways and associated improvements designated on the federal or Texas highway system, including local matching funds and costs related to utility line relocation and the establishment of curbs, gutters, sidewalks, drainage appurtenances, and rights-of-way. Roadway Facility excludes dedication of rights-of-way or easements or construction or dedication of on-site or off-site streets, sidewalks or curbs required by valid ordinances of the Town and necessitated by and attributable to the new development.

Roadway Facility Expansion - Expansion of the capacity of any existing roadway facility for the purpose of serving new development, not including the repair, maintenance, modernization, or expansion of any existing roadway facility to serve existing development.

Service Area - The area within the corporate boundaries of the Town to be served by the capital improvements or facility expansions specified in the Roadway Improvement Plan. The Roadway Service Area shall not exceed six miles. The service areas used for calculation of roadway impact fees include the entire Town limits and are set forth in Exhibit A.

Service Unit - Standardized measure of consumption, use, generation, or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the Town during the previous ten years. The service units utilized in this article are based upon the number of PM peak hour vehicle-miles generated by the development.

System-related Facility - A capital improvement or facility expansion which is designated in the Capital Improvements Plan. A system-related facility may include a capital improvement, which is located offsite, within or on the perimeter of the development site.

Sec. 9.03.005. Applicability of impact fees.

(a) This division shall be uniformly applicable to new development which occurs within the service area adopted by the Town.

(b) No new development shall be exempt from the assessment of impact fees as defined in this division. However, the Town Council may pay fees from non-Utility funds on behalf of any new development for reasons of general community welfare.

Sec. 9.03.006. Impact fees as conditions of development approval.

No application for new development shall be approved within the Town without assessment of impact fees pursuant to this division, and no water and wastewater tap shall be issued and no building permit shall be issued unless the applicant or builder has paid the impact fees calculated and imposed pursuant to Division 2 of this Article 9.03.

Sec. 9.03.007. Roadway impact fee service area.

(a) The roadway service area is established as shown on the Impact Fee Zones map attached as Exhibit 3 to Exhibit A attached to this ordinance.

(b) The service area shall be established consistent with any facility service area established in the Master Thoroughfare Plan. Additions to or modifications of the service area may be approved by the Town Council consistent with the procedures set forth in Chapter 395.

Sec. 9.03.008. Land use assumptions.

Land use assumptions used in the development of Roadway impact fees as shown in Exhibit A to this

ordinance were previously adopted by Town Council and are hereby ratified and approved. These assumptions may be revised by the Town Council according to the procedures set forth in Chapter 395.

Sec. 9.03.009. Capital improvements plan.

A plan is contemplated by this division that identifies capital improvements or facility expansions for which roadway impact fees may be assessed. The capital improvements plan is dated July 2016, and entitled "Master Thoroughfare Plan, Roadway Impact Fee, Northlake, Texas" as prepared by Halff Associates, Inc., as shown in Exhibit A to this ordinance and on file in the office of the town secretary. The plan, as amended from time to time, identifies roadway capital improvements or facility expansions and their associated costs which are necessitated by and attributable to new development and will be financed in whole or in part through roadway impact fees collected under this division. The Capital Improvements Plan may be amended from time to time pursuant to the procedures set forth in Chapter 395.

Sec. 9.03.010. Service units.

(a) Service units are established in accordance with generally accepted engineering and planning standards.

(b) Service units utilized for calculation of roadway impact fees shall be as set forth in Exhibit A to this ordinance.

(c) The Town Council may revise the calculation of service units according to the procedures set forth in Chapter 395.

Sec. 9.03.011. Impact fees per service unit.

(a) The assessed impact fee per service unit is computed by subtracting fifty percent (50%) of the total projected cost of implementing the Capital Improvements Plan from the capital construction cost in the Capital Improvements Plan for that category of capital improvements, and dividing that amount by the total number of projected service units anticipated within the service area which are necessitated by and attributable to new development, based on the land use assumptions for that service area. The assessed roadway impact fees per service unit are set forth in Exhibit A to this ordinance.

(b) The maximum impact fee values per service unit for roadway facilities are hereby adopted and incorporated in Exhibit A attached hereto and made a part hereof by reference.

(c) The maximum impact fee values per service unit for roadway facilities may be amended by the Town Council from time to time pursuant to the procedures set forth in Chapter 395.

Sec. 9.03.012. Assessment of impact fees.

(a) The approval of any subdivision of land for any new development shall include as a condition the assessment of the impact fees applicable to such development.

(b) Assessment of the impact fees for any new development shall be made as follows and shall be based upon the impact fee per service unit set forth in Exhibit A at the time of assessment:

- (1) For a new development which has received final plat approval pursuant to the Town's subdivision regulations after the adoption of this **Ordinance No. 16-1208** on December 8, 2016, assessment shall be the maximum impact fee in effect on the date of final plat recordation.
- (2) For a new development which was final platted pursuant to the Town's subdivision regulations before adoption of this **Ordinance No. 16-1208** on December 8, 2016, assessment shall be the maximum impact fee adopted in this division.

(c) Following assessment of the impact fees pursuant to subsection (b) of this section, no additional impact fees or increases thereof shall be assessed against that development unless the number of service units increases.

(d) Following the lapse or expiration of approval for a plat, a new assessment must be performed at the time a new plat for such development is filed.

Sec. 9.03.013. Calculation of impact fees.

(a) Following a request for a building permit for new development, the Town Administrator shall compute the roadway impact fees due for the new development in the following manner:

- (1) The number of service units shall be determined as set forth in Exhibit A to this ordinance; and
- (2) The total service units shall be multiplied by the appropriate per-unit fee amount determined as set forth in Section 9.03.011.

(b) The total amount of each roadway impact fee due for a new development shall not exceed the amounts shown in Exhibit A.

(c) Separate impact fees shall be calculated for water, wastewater, and roadway facilities.

Sec. 9.03.014. Collection of impact fees.

(a) No building permit shall be issued or water or wastewater tap allowed until all impact fees have been paid to the Town except as provided otherwise by contract.

(b) Impact fees shall be collected at the time of issuance of the building permit.

(c) On property that was platted prior to the effective date of this division, no roadway impact fees shall be collected on any service unit for which a valid building permit is issued within one (1) year of the effective date of this division.

(d) If a building permit obtained within one (1) year of the effective date of this division subsequently expires, and no new application is made and approved within such period, the new development shall be subject to the payment of the impact fees adopted in this ordinance.

(e) Notwithstanding anything in this division to the contrary, the Town may enter into a contract with the owner of a tract of land for which a plat has been recorded providing for a different time and method of payment of the impact fees.

(f) If the applicant demonstrates to the Town Council that the payment of the full amount of the fee at the time of building permit issuance or tap purchase will work a financial hardship against the applicant, the Town Council may approve an alternate payment agreement.

- (1) Upon approval by the Town Council, the impact fees for such customers may be paid in increments over a period of not more than one year for residential customers or five years for other customers, with interest computed on the unpaid balance at the statutory rate as set forth in Section 302.002, Texas Finance Code.
- (2) If the Town approves this extended payment plan, the applicant shall, as a condition of tap sale, sign and file with the Town Secretary, and consent to the recordation of, a “notice of impact fee due”, which shall be recorded as a lien against the subject property. The Town shall release the lien held only upon payment in full of the impact fees and any late penalties and applicable interest.
- (3) Late payments shall subject the applicant to a penalty of ten percent of the amount due and additional interest in addition to all other remedies available to the Town as lien holder.

Sec. 9.03.015. Establishment of accounts and records.

(a) The Town Administrator shall establish a separate interest-bearing account for roadway impact fees.

(b) Interest earned shall be credited to that account and shall be used solely for the purposes specified for funds authorized in Section 9.03.016.

(c) The Town Administrator shall establish adequate financial and accounting controls to ensure that impact fees disbursed from the account are utilized solely for the purposes authorized in this division. Disbursement of funds shall be authorized by the Town Administrator at such times as are reasonably necessary to carry out the purposes and intent of this division; provided, however, that any fee paid shall be expended within a reasonable period of time, but not to exceed ten (10) years from the date the fee is deposited into the account.

(d) The Town Administrator shall maintain and keep adequate financial records for such account, which shall show the source and disbursement of all revenues, which shall account for all monies received, and which shall ensure that the disbursement of funds from the account shall be used solely and exclusively for the provision of uses specified in the Master Thoroughfare Plan as system-related capital projects.

Sec. 9.03.016. Use of proceeds of impact fee accounts.

(a) The impact fees collected pursuant to this division may be used to finance or to recoup

capital construction costs of service. Impact fees may also be used to pay the principal sum and interest and other finance costs on bonds, notes or other obligations issued by or on behalf of the Town to finance such capital improvements or facilities expansions.

- (b) Impact fees collected pursuant to this article shall not be used to pay for any of the following expenses:
 - (1) Construction, acquisition, or expansion of capital improvements or assets other than those identified for the appropriate utility in the Capital Improvements Plan;
 - (2) Repair, operation, or maintenance of existing or new capital improvements or facilities expansions;
 - (3) Upgrading, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards;
 - (4) Upgrading, expanding, or replacing existing capital improvements to provide better service to existing development; provided however, that impact fees may be used to pay the costs of upgrading, expanding, or replacing existing capital improvements in order to meet the need for new capital improvements generated by new development; or
 - (5) Administrative and operating costs of the Town.

Sec. 9.03.017. Offsets and credits against impact fees.

(a) The Town may offset the present value of any system-related facilities, pursuant to rules established in this section, which have been dedicated to and have been received by the Town, including the value of rights-of-way and capital improvements constructed pursuant to an agreement with the Town, against the value of the impact fee due for that category of capital improvement.

(b) The Town may credit impact, perimeter roadway, pro rata, acreage, or lot fees which have been paid pursuant to Town ordinances against the value of impact fees due for that category of capital improvement, subject to guidelines established by the Town.

(c) The Town shall give a credit for the dedication or construction by a developer of any roadway facilities that are identified in the Master Thoroughfare Plan as eligible for impact fee funding.

(d) All offsets and credits against impact fees shall be subject to the following limitations and shall be granted based on this division and additional standards promulgated by the Town, which may be adopted as administrative guidelines.

- (1) No offset or credit shall be given for the dedication or construction of site-related facilities unless such facilities are identified in the Capital Improvements Plan as eligible for impact fee funding, except as prohibited in subsection (d)(2) below.
- (2) Any construction of, contributions to, or dedications of off-site roadway facilities

agreed to or required by the Town as a condition of development approval shall be credited against roadway facilities impact fees otherwise due from the development.

- (3) The unit costs used to calculate the offsets shall not exceed those assumed for the capital improvements included in the Master Thoroughfare Plan.
- (4) If an offset or credit applicable to a plat has not been exhausted within ten (10) years from the date of plat filing, or within such period as may be otherwise designated by contract, such offset or credit shall expire.
- (5) The Town will not reimburse the property owner or developer for an offset or credit when no impact fees for the new development can be collected pursuant to this division or for any value exceeding the total impact fees due for the development for that category of capital improvement, unless otherwise agreed to by the Town.

(e) An applicant for new development must apply for an offset or credit against impact fees due for the development either at or before the time of fee assessment, or the entitlement to such offset or credit shall be deemed waived. The applicant shall file an application for offsets or credits with the Town Administrator. The contents of the application shall be established by administrative guidelines. The Town Administrator shall provide the applicant, in writing, with a decision on the offset or credit request, including the reasons for the decision. The decision shall specify the maximum value of the offset or credit which may be applied against an impact fee, which value and the date of the determination shall be associated with the plat for the new development.

(f) The available offset or credit associated with the plat shall be applied against an impact fee in the following manner:

- (1) Such offset or credit shall be prorated equally among all service units and remain applicable to such service units, to be applied at time of filing and acceptance of an application for a building permit or tap purchase, as appropriate, against impact fees due.
- (2) If the total number of service units used by the Town in the original offset or credit calculation described in subsection (f)(1) is eventually exceeded by the number of total service units realized by the actual development, the Town may, at its sole discretion, collect the full impact fee, exclusive of any associated offset or credits, for the excess service units.

(g) At its sole discretion, the Town may authorize alternative credits or offsets upon petition by the owner in accordance with guidelines promulgated by the Town.

Sec. 9.03.018. Appeals.

(a) The property owner or applicant for new development may appeal the following decisions to the Town Administrator:

- (1) The applicability of an impact fee to the development;
- (2) The value of the impact fee due;
- (3) The calculation of applicable service units attributable to the development;
- (4) The availability or value of an offset or credit; or
- (5) The application of an offset or credit against an impact fee.

All appeals shall be filed with the Town Administrator within thirty (30) days of notice of the action from which the appeal is taken.

(b) The burden of proof shall be on the appellant to demonstrate that the fee is not applicable or that the value of the fee or the value of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established for determining offsets and credits.

(c) The appellant may appeal the decision of the Town Administrator to the Town Council. The applicant must file a notice of appeal to the Town Council with the Town Secretary within thirty (30) days following the Town Administrator's decision.

(d) The Town Council shall hear the appeal within 35 days of receipt by the Town Secretary. Notice of the hearing shall be mailed to the applicant at least seven (7) days prior to the hearing.

(e) At the hearing, the Town Council shall consider all relevant evidence and shall allow testimony from the applicant, Town personnel and other interested persons relevant to the appeal. The hearing may be continued from time to time.

(f) The burden of proof shall be on the appellant to demonstrate that the fee is not applicable or that the determination of service units or the value of the fee or of the offset or credit was not calculated according to the applicable impact fee schedule or the guidelines established in this article. The applicant shall submit an engineering report prepared by a qualified professional engineer licensed to perform such engineering services in the State of Texas, which demonstrates that the applicant's burden has been met.

(g) Following the hearing, the Town Council shall consider all evidence and determine whether the appeal should be granted (in whole or in part) or denied.

(h) If the appeal is accompanied by a bond or other sufficient security satisfactory to the Town Attorney in an amount equal to the original determination of the impact fee due, the development application or tap purchase or building permit issuance may be processed while the appeal is pending.

Sec. 9.03.019. Updates to plan and revision of fees.

The Town shall review the Land Use Assumptions and Capital Improvements Plan for roadway facilities at least every five years, the first five-year period to commence from the date of adoption of the Master Thoroughfare Plan referenced herein. The Town Council shall accordingly then make a determination of whether changes to the Land Use Assumptions, Master Thoroughfare Plan or impact fees are needed and

shall, in accordance with the procedures set forth in Chapter 395, either update the Land Use Assumptions, Master Thoroughfare Plan and impact fees or make a determination that no update is necessary.

Sec. 9.03.020. Advisory committee.

(a) The functions of the Capital Improvements Advisory Committee are those set forth in Chapter 395.

(b) The Town Council shall make available to the Advisory Committee any professional reports prepared in the development or implementation of the Capital Improvement Plans.

(c) The Town Council shall adopt procedural rules for the Advisory Committee to follow in carrying out its duties.

Sec. 9.03.021. Use of other financing mechanisms.

(a) The Town Council may finance roadway facilities, and capital improvements or facilities expansions designated in the Master Thoroughfare Plan through the issuance of bonds, through the formation of public improvement districts or other assessment districts, or through any other authorized mechanism, in such manner and subject to such limitations as may be provided by law, in addition to the use of impact fees.

(b) Except as otherwise provided herein, the assessment and collection of an impact fee shall be additional and supplemental to, and not in substitution of, any other tax, fee, charge, or assessment which is lawfully imposed on and due against the property.

Sec. 9.03.022. Impact fees as additional and supplemental regulation.

(a) Impact fees established by this division are additional and supplemental to, and not in substitution of, any other requirements imposed by the Town on the development of land or the issuance of building permits or the sale of water or wastewater taps or the issuance of certificates of occupancy. Such fees are intended to be consistent with and to further the policies of the Town's Comprehensive Plan, Capital Improvements Plan, Zoning Ordinance, subdivision regulations and other Town policies, ordinances, and resolutions by which the Town seeks to ensure the provision of adequate public facilities in conjunction with the development of land.

(b) This division shall not affect, in any manner, the permissible use of property, density of development, design, and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the zoning and subdivision regulations or other regulations of the Town, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Sec. 9.03.023. Refunds.

(a) Any impact fee or portion thereof collected pursuant to this division which has not been expended within ten (10) years from the date of payment, shall be refunded, upon application, to the record owner of the property at the time the refund is paid, or, if the impact fee was paid by another

governmental entity, to such governmental entity, together with interest calculated from the date of collection to the date of refund at the statutory rate as set forth in Section 302.002, Texas Finance Code.

(b) If a refund is due pursuant to subsection (a), the Town shall pro-rate the same by dividing the difference between the amount of expenditures and the amount of the fees collected by the total number of service units assumed within the service area for the period to determine the refund due per service unit. The refund to the record owner or governmental entity shall be calculated by multiplying the refund due per service unit by the number of service units for the development for which the fee was paid, and interest due shall be calculated upon that amount.

(d) Petition for refunds shall be submitted to the Town Engineer on a form provided by the Town for such purpose. Within one (1) month of the date of receipt of a petition for refund, the Town Engineer shall provide the petitioner, in writing, with a decision on the refund request, including the reasons for the decision. If a refund is due to the petitioner, the Town Engineer shall notify the finance director and request that a refund payment be made to the petitioner. The petitioner may appeal the determination to the Town Administrator and Town Council, as set forth in section 9.03.018.

Sec. 9.03.024. Agreement for capital improvements.

(a) The Town Council may approve the owner of a new development to construct or finance some of the public improvements identified in the Capital Improvements Plan. In the case of such approval, the property owner must enter into an agreement with the Town prior to fee collection. The agreement shall be on a form approved by the Town, and shall establish the estimated cost of the improvements, the schedule for initiation and completion of the improvements, a requirement that the improvements shall be completed to Town standards, and any other terms and conditions the Town deems necessary. The Town Engineer shall review the improvement plan, verify costs and time schedules, determine if the improvement is contained in the Capital Improvements Plan, and determine the amount of the applicable credit for such improvement to be applied to the otherwise applicable impact fee before submitting the proposed agreement to the Town Council for approval.

(b) The Town and such owner either may agree that the costs incurred or funds advanced will be credited against the impact fees otherwise due from the new development, or they may agree that the Town shall reimburse the owner for such costs from impact fees paid from other new developments which will use such capital improvements or facility expansions.

Sec. 9.03.025 – 9.03.030 Reserved.”

SECTION 2. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of ordinances of the Town of Northlake, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

SECTION 3.
SEVERABILITY CLAUSE

It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 4.
EFFECTIVE DATE

This Ordinance shall be in full force and effect from and after its passage, and it is so ordained.

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

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Ashley Dierker, Town Attorney

EXHIBIT A
MASTER THOROUGHFARE PLAN

MASTER THOROUGHFARE PLAN

Roadway Impact Fee Northlake, Texas

July 2016

Prepared for
Town of Northlake



S. P. Booth 07/29/2016

AVO 30659



1201 North Bowser Road
Richardson, Texas 75081

Firm Registration No. 312

INTRODUCTION

The following report summarizes the methodology behind the development of the Roadway Impact Fee for the Town of Northlake. The report includes discussions on the Thoroughfare Plan, Land Use Assumptions, the 10-Year Capital Improvement Plan (CIP), roadway capacity calculations, and maximum impact fee by service unit.

THOROUGHFARE PLAN

In February of 2016, the Town of Northlake adopted an updated Master Thoroughfare Plan (MTP). The MTP is designed to provide for the future travel needs of the community by ensuring the orderly development of the street system. It is also designed to ensure that adequate rights-of-way are preserved with general alignments and sufficient width to allow for the efficient expansion and improvement of the street system over time. The adopted MTP map for the Town of Northlake is shown in **Exhibit 1** in the Appendix.

CAPITAL IMPROVEMENT PLAN

The first step in the process of determining roadway impact fees is the development of a 10-year Capital Improvement Plan (CIP) for the roadways and streets serving the Town of Northlake. The CIP includes roadway projects recommended/intended for construction in the next ten (10) years designed to serve both existing and future development needs in those same 10 years.

Existing Facilities

The thoroughfare system serving the Town of Northlake is minimally developed at this time with many of the major and minor arterials being two-lane asphalt and gravel roadways (approximately 20 feet wide) with open ditch drainage (rural cross-section design). Other arterials are dirt roadways or are non-existent. Exceptions include FM 1171, which is currently being widened to an urban (curb and gutter) concrete six-lane facility and Robson Ranch Road, which is a concrete four-lane undivided roadway with rural cross-section.

Projected 10-Year Development Growth

Working with Town staff, existing and projected development growth was established. **Table 1** below summarizes the existing land use and projected growth (cumulative) for five basic development types, which are single family housing, multi-family housing, commercial (which include retail uses), industrial/warehousing, and hotel.

Table 1 – Summary of Existing and Projected Development in Northlake

Land Use/Development Type	Existing	10-Year*	Build-Out*
Single Family Housing	375 units	4,003 units	12,143 units
Multi-Family Housing	1,006 units	1,869 units	2,120 units
Commercial	69,068 sqft	1,716,899 sqft	6,641,809 sqft
Industrial/Warehousing	2,588,902 sqft	5,283,482 sqft	12,994,603 sqft
Hotel	195 rooms	591 rooms	1,011 rooms

** Cumulative development amount shown in table*

As can be seen in the table above, significant growth within the Town of Northlake (this does not include development within the town's extra-territorial jurisdiction [ETJ]) is anticipated in the next 10 years. As such, the thoroughfare system will need improvements to support the projected growth in development.

Proposed Facilities and CIP Costs

The Town of Northlake MTP was developed based on a projected build-out of development within both the town's actual limits and the town's ETJ. For the purpose of determining the needed infrastructure over the next ten years, it was assumed that there would be growth within the town's ETJ similar to that which is projected with the actual town limits.

The thoroughfare facilities selected for inclusion in the 10-year Roadway CIP are listed in **Table 2** and are shown graphically in **Exhibit 2** of the Appendix. The list includes a description of the planned improvements, the approximate project length, and an engineer's opinion of probable cost to construct. This list includes the town's share of the cost for TxDOT facilities, which under existing State Statute can be financed with impact fees.

The engineer's opinion of probable costs were utilizing standard cost estimating practices. These practices include using past and recent unit bid prices from publicly bid street/roadway projects from surrounding communities, as well as TxDOT average low bid unit prices for the Dallas District.

Financing costs for the projects listed in the CIP are included in the total estimated cost as well as an assumed interest rate of 5.0%.

Table 2 – 10-Year Roadway Capital Improvement Program

Roadway	Description		Limits		Project Length (ft)
	Existing	Proposed	From	To	
Strader Rd	2-In Chip Seal	1/2 4-In Divided Concrete	FM 156	Florance Rd	7,550
Robson Ranch	2-In Concrete	1/2 4-In Divided Concrete	Florance Rd	Yarbrough (Existing 4-lane)	2,850
Florance Rd	2-In Asphalt	Rehabilitation of Existing 2-In Asphalt	Robson Ranch	FM 407	9,350
Florance Rd	New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	8,600
Faught Rd	2-In Asphalt	2-In Concrete	Robson Ranch	Mulkey Rd	17,100
Cleveland Gibbs (W)	New Alignment	1/2 4-In Divided Concrete	Robson Ranch	Town Limit	2,860
Cleveland Gibbs (W)	2-In Gravel/ New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	2,650
FM 407	2-In Asphalt w/Shoulders	4-In Divided Concrete (w/ Wide Median)	Florance Rd	Harvest Way (IH 35W)	10,900
Mulkey Rd	2-In Gravel	1/2 4-In Divided Concrete	Florance Rd	Cleveland Gibbs	9,000
Future M4U	New Alignment	4-In Undivided Concrete	Florance Rd	Cleveland Gibbs	7,400
Cleveland Gibbs (E)	Varies 2-In Asphalt/Concrete	1/2 4-In Divided Concrete	TxDOT Maintained Section	FM 1171	5,720
Cleveland Gibbs (E)	2-In Asphalt	1/2 4-In undivided Concrete	FM 1171	Town Limit	3,370
Sam Lee Ln	2-In Gravel	2-In Concrete	Ashmore Ln	Lot 12, Block 4 Northport Addition	1,850
Cleveland Gibbs Bridge	Washed Out	4-In Undivided	at Denton Creek	n/a	n/a
Cleveland Gibbs (S)	2-In Gravel	1/2 4-In Divided Concrete	Old Cleveland-Gibbs	Bridge	4,175

IMAPCT FEE CALCULATION

With the 10-year CIP complete, the next step is to determine the maximum fee per service unit that can be charged by the Town for new development within the corporate boundaries. In general, the fee is calculated by dividing the 10-year CIP cost (described in the above section) by the forecasted growth in service units related to development. The specific steps are:

- 1) Identification of roadway impact fee service areas/zones within the Town;
- 2) Calculation of the standard service unit;
- 3) Determination of the portion of the 10-year CIP necessary to serve the projected 10-year growth;
- 4) Examination of total roadway capacity, current level of roadway capacity usage, and future usage of roadway capacity for existing and proposed improvements;

Each of the specific steps listed above are described in detail in the subsequent sections of the report.

Service Areas

The collection and expenditure of roadway impact fees is governed by State Statute. This State Law states regarding the collection and expenditure of these fees; *“For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles.”* Therefore, it was necessary to divide the Town of Northlake into four (4) areas or zones. **Exhibit 3** in the Appendix shows the boundaries of the four impact fee zones. The impact fee zones incorporate the developable land located within the corporate limits of Northlake. The existing development, projected 10-year development growth, and ultimate build-out of development for each of the five land use types was then detailed for each zone. A summary of the development (both existing and projected) is shown below in **Table 3**. Note that the table below shows the cumulative totals for the development types. Therefore, the totals shown in the column for ultimate build-out are the full amount, which includes any existing development and the projected development growth in the next 10 years.

Table 3 – Summary of Existing and Projected Development by Impact Fee Zone

Zone	Single Family (units)			Multi-Family (units)			Commercial (1000 sqft)			Ind/Warehouse (1000 sqft)			Hotel (rooms)		
	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult
1	215	443	632	-	-	-	-	-	-	-	-	-	-	-	-
2	34	1,542	2,834	-	-	-	-	398	1,203	-	-	-	-	-	-
3	116	1,731	7,541	-	550	660	-	766	3,217	6	12	187	-	-	300
4	10	287	1,136	1,006	1,319	1,460	69	553	2,222	2,583	5,271	12,808	195	591	711
Total	375	4,003	12,143	1,006	1,869	2,120	69	1,717	6,642	2,589	5,283	12,995	195	591	1,011

Service Unit

For the purpose of calculating the roadway impact fee rate, the “**PM Peak Hour Vehicle-Miles**” was selected to be the standard service unit. This service unit is calculated by multiplying the trips generated in the PM peak hour for a specific land use type (vehicles) by the average trip length (miles) for that land use. Trip generation for the PM peak hour is based on information contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual – Ninth Edition*, which is the standard reference for land use trip rates. **Table 4** below summarizes the trip generation rates for the five general land use types

Table 4 – ITE PM Peak Hour Trip Generation Rates

Land Use/Development Type (ITE Code)	Variable	PM Trip Rate
Single Family Housing (210)	Units	1.00
Multi-Family Housing (220)	Units	0.62
Commercial (820)	1000 square feet	3.71
Industrial/Warehousing (110/150)*	1000 square feet	0.53*
Hotel (310)	Rooms	.70

** Study assumes a 1 to 2 ratio of industrial to warehouse uses*

Information used in determining the average trip length comes from the North Central Texas Council of Governments (NCTCOG). **Table 5** below summarizes the average trip lengths for each of the five uses based on the information provided by NCTCOG developed for this area.

Table 5 – NCTCOG Average Trip Lengths

Land Use/Development Type (ITE Code)	Average Trip Length
Single Family Housing (210)	10.24
Multi-Family Housing (220)	10.24
Commercial (820)	8.4
Industrial/Warehousing (110/150)	11.4
Hotel (310)	9.0

Based on the NCTCOG data, most trips at the average length shown would result in travel beyond the corporate limits of the Town of Northlake. Therefore, it was determined to set a maximum trip length for each of the impact fee zones that would be more representative of the distance a trip would travel on roadways within those designated zones in the Town of Northlake. This is shown in **Table 6**.

Table 6 – Maximum Trip Lengths by Zone

Land Use/Development Type (ITE Code)	Average Trip Length
Zone 1 (NW Quadrant)	4.09
Zone 2 (NE Quadrant)	4.92
Zone 3 (SW Quadrant)	4.55
Zone 4 (SE Quadrant)	3.79

Combining the trip generation rates shown in **Table 4** with the maximum trip lengths for each zone contained in **Table 6** yields the service unit measurements for each zone and land use type. This is summarized below in **Table 7**.

Table 7 – Service Unit Calculations by Impact Fee Zone (Zonal Service Unit Rate)

Land Use Type	PM Peak Trip Rate	Zone 1 (NW)		Zone 2 (NE)		Zone 3 (SW)		Zone 4 (SE)	
		Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)
Single Family Housing	1.00	4.09	4.09	4.92	4.92	4.55	4.55	3.79	3.79
Multi-Family Housing	0.62	4.09	2.54	4.92	3.05	4.55	2.82	3.79	2.35
Commercial	3.71	4.09	15.17	4.92	18.25	4.55	16.88	3.79	14.06
Industrial/Warehousing	0.53	4.09	2.17	4.92	2.61	4.55	2.41	3.79	2.01
Hotel	0.70	4.09	2.86	4.92	3.44	4.55	3.19	3.79	2.65

Proportion of 10-year CIP Costs Attributed to 10-Year Growth

Using data provided by the Town of Northlake, the eligible costs of the 10-year CIP related to the projected growth over the 10 year period were calculated. These costs included the following assumptions and data:

- 1) All proposed improvements will serve and benefit both existing and future traffic within the town, including future traffic that will occur beyond the 10 year period. Therefore, the costs associated with the 10-year growth period have been proportioned as a percentage of the service units calculated at ultimate build-out.
- 2) Costs of existing facilities constructed to serve new development have been included as identified by the Town of Northlake staff.
- 3) If bonds are issued to pay for projects listed in the CIP, then the interest cost can be included. The financing costs were based on a 5.0% annual interest rate over a 20 year term with typical fees assumed at 2.0% of the project cost (issuance fee, legal, etc.).

A summary of the 10-year CIP projects and projected costs is shown in **Table 8** below.

Table 8 – Projected 10-Year CIP Costs

Roadway	Impact Fee Zone	Description		Limits		Cost		
		Existing	Proposed	From	To	Construction	Financing	Total
Strader Rd	1	2-In Chip Seal	1/2 4-In Divided Concrete	FM 156	Florance Rd	\$ 4,228,000.00	\$ 2,641,873.00	\$ 6,869,873.00
Robson Ranch	2	2-In Concrete	1/2 4-In Divided Concrete	Florance Rd	Yarborough (Existing 4-lane)	\$ 1,596,000.00	\$ 997,263.00	\$ 2,593,263.00
Florance Rd	1, 2	2-In Asphalt	Rehabilitation of Existing 2-In Asphalt	Robson Ranch	FM 407	\$ 1,013,000.00	\$ 632,974.00	\$ 1,645,974.00
Florance Rd	2, 3	New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	\$ 4,816,000.00	\$ 3,009,286.00	\$ 7,825,286.00
Faught Rd	2	2-In Asphalt	2-In Concrete	Robson Ranch	Mulkey Rd	\$ 9,610,400.00	\$ 6,005,075.00	\$ 15,615,475.00
Cleveland Gibbs (W)	2	New Alignment	1/2 4-In Divided Concrete	Robson Ranch	Town Limit	\$ 1,601,600.00	\$ 1,000,762.00	\$ 2,602,362.00
Cleveland Gibbs (W)	2, 3	2-In Gravel/ New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	\$ 5,004,000.00	\$ 3,126,758.00	\$ 8,130,758.00
FM 407	2	2-In Asphalt w/Shoulders	4-In Divided Concrete (w/ Wide Median)	Florance Rd	Harvest Way (IH 35W)	\$ 12,208,000.00	\$ 7,628,190.00	\$ 19,836,190.00
Mulkey Rd	2, 3	2-In Gravel	1/2 4-In Divided Concrete	Florance Rd	Cleveland Gibbs	\$ 5,040,000.00	\$ 3,149,252.00	\$ 8,189,252.00
Future M4U	3	New Alignment	4-In Undivided Concrete	Florance Rd	Cleveland Gibbs	\$ 8,140,000.00	\$ 5,086,293.00	\$ 13,226,293.00
Cleveland Gibbs (E)	3	Varies 2-In Asphalt/Concrete	1/2 4-In Divided Concrete	TxDOT Maintained Section	FM 1171	\$ 3,203,200.00	\$ 2,001,525.00	\$ 5,204,725.00
Cleveland Gibbs (E)	4	2-In Asphalt	1/2 4-In Divided Concrete	FM 1171	Town Limit	\$ 1,887,200.00	\$ 1,179,220.00	\$ 3,066,420.00
Sam Lee Ln	4	2-In Gravel	2-In Concrete	Ashmore Ln	Lot 12, Block 4 Northport Addition	\$ 1,143,000.00	\$ 714,205.00	\$ 1,857,205.00
Cleveland Gibbs Bridge	4	Washed Out	4-In Undivided	at Denton Creek	n/a	\$ 10,000,000.00	\$ 6,248,517.00	\$ 16,248,517.00
Cleveland Gibbs (S)	4	2-In Gravel	1/2 4-In Divided Concrete	Old Cleveland-Gibbs	Bridge	\$ 2,338,000.00	\$ 1,460,903.00	\$ 3,798,903.00
Total Projected 10-Year CIP Costs						\$ 71,828,400.00	\$ 44,882,101.00	\$ 116,710,501.00

From **Table 8**, the CIP costs for the individual impact fee zones was calculated. For projects that are located within two (or possibly more) zones, the CIP costs were split relative to the percentage of the project located within a given zone. For example, the Florance Road rehabilitation project is located on the boundary of both zones 1 and 2. Therefore, the cost of the project was split equally between the two zones. Table 9 summarizes the CIP costs by impact fee zone.

Table 9 – 10-Year CIP Cost by Impact Fee Zone

Impact Fee Zone	Total CIP Cost
1	\$ 7,692,860.00
2	\$ 56,095,894.00
3	\$ 27,950,699.00
4	\$ 24,971,046.00
Total	\$ 116,710,499.00

Using the development growth data provided by the Town, the total vehicle-miles for each zone and the Town as a whole were calculated by multiplying the development projections (existing, 10-year, and ultimate) by the service units (SU) calculated in **Table 7** (pg 6). **Table 10** shows the portion of vehicle-miles (service units) that are existing, attributable to the growth within the next 10 years, and beyond to ultimate build-out.

Table 10 – Vehicle-Mileage (SU) Distribution by Zone and Development Period

Impact Fee Zone	Existing		10-Year Growth		To Ultimate Build-out		Ultimate Veh-Mi
	Existing Vehicle-Miles	Percent of Ultimate	Vehicle-Miles Added	Percent of Ultimate	Vehicle-Miles Added	Percent of Ultimate	
1	879	34.0%	932	36.1%	773	29.9%	2,585
2	167	0.5%	14,682	40.9%	21,050	58.6%	35,900
3	543	0.6%	21,852	23.8%	69,481	75.6%	91,876
4	9,078	13.6%	15,034	22.6%	42,486	63.8%	66,598
Total	10,667	5.4%	52,500	26.7%	133,790	67.9%	196,959

Combining the CIP costs from **Table 9** with the percent of vehicle-miles from the 10-year growth period located in **Table 10**, a summary of the CIP cost for each impact fee zone based on the projected 10-year growth can be calculated. This is shown in **Table 11**.

Table 11 – Summary of 10-Year CIP Cost by Impact Fee Zone

Impact Fee Zone	Total CIP Cost per Zone	Percent of Vehicle-Miles (SU) Attributed to 10-Year Growth	CIP Cost Attributed to 10-Year Growth
1	\$ 7,692,860.00	36.1%	\$ 2,777,123.00
2	\$ 56,095,894.00	40.9%	\$ 22,943,221.00
3	\$ 27,950,699.00	23.8%	\$ 6,652,267.00
4	\$ 24,971,046.00	22.6%	\$ 5,643,457.00
Total	\$ 116,710,499.00		\$ 38,016,068.00

Cost per Service Unit

The last step in the process is take the totals from Table 11 and convert them to a cost per service unit. This is accomplished by dividing the CIP cost for a zone, attributed to the projected growth in next 10 years, by the growth in service units (SU) or vehicle-miles anticipated for the next 10 years for the same zone. This is shown in **Table 12** below.

Table 12 – Summary of Cost per Service Unit (SU) by Impact Fee Zone

Impact Fee Zone	CIP Cost Attributed to 10-Year Growth	New Vehicle-Miles (Service Unit) (10-Year Growth)	Cost Per Service Unit	Cost Per Service Unit (Rounded)
1	\$ 2,777,123.00	932	\$ 2,979.75	\$ 2,980
2	\$ 22,943,221.00	14,682	\$ 1,562.68	\$ 1,563
3	\$ 6,652,267.00	21,852	\$ 304.42	\$ 304
4	\$ 5,643,457.00	15,034	\$ 375.38	\$ 375
Total	\$ 38,016,068.00	52,500		

SAMPLE CALCULATION OF ROADWAY IMPACT FEE

The following section details a sample calculation of the roadway impact fee for a sample development.

Proposed Development

For the purpose of the sample calculation, it is assumed that there is retail/commercial development with a total of 1,000,000 gross square feet of space being proposed in impact fee zone 3.

The first step is to determine the number of service units (SU), or vehicle-miles, generated by the proposed development. The equation would be:

$$SU = \text{Development Units} \times \text{Zonal Service Unit Rate}$$

In the above equation, the number of development units is a measure of the amount of development. For retail/commercial development, the number of units are per 1,000 gross square feet (see **Table 4**). So for the example development, 1,000,000 square feet of retail development is equivalent to 1,000 units of commercial development.

$$\frac{1,000,000 \text{ sqft}}{1,000 \text{ sqft}} = 1,000 \text{ units}$$

The zonal service unit rate comes from **Table 7**. For a commercial development in zone 3, the zonal service unit rate is 16.88. Multiplying the development units by the zonal service unit rate yields the total number of service units for the example development.

$$1,000 \text{ units} \times 16.88 \frac{SU}{unit} = 16,880 SU$$

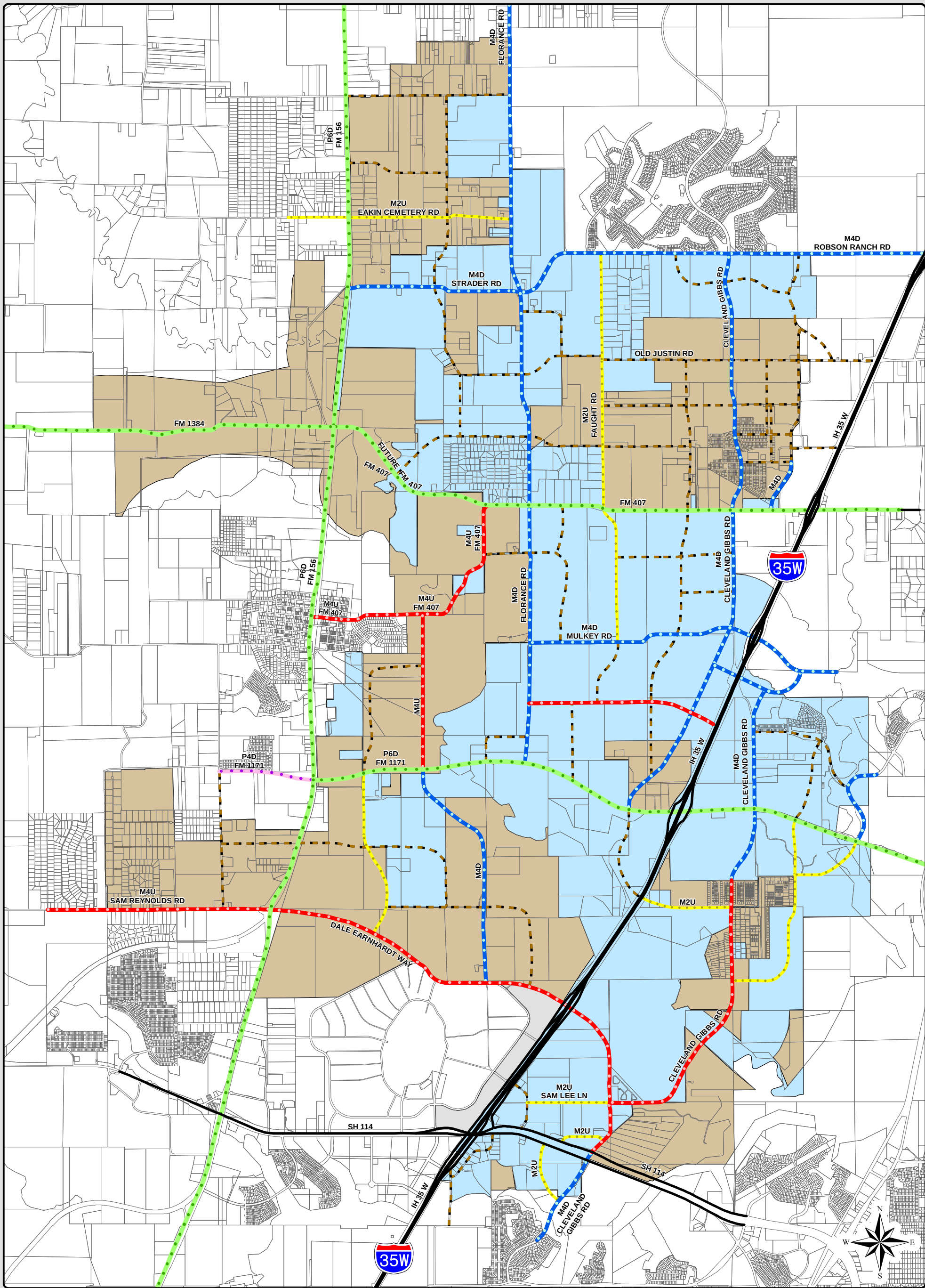
Once the service units related to a development have been calculated, the service units (SU) are multiplied by the cost per service unit for the given zone. For this example, 16,880 SU would be multiplied by the impact fee cost per service unit for zone 3 (\$304), which is located in **Table 12**.

$$16,880 SU \times \frac{\$304}{SU} = \$5,131,520$$

For the given sample project of 1,000,000 square feet of retail located in zone 3, the impact fee would be \$5,131,520. But by statute, the Town of Northlake can only collect 50% without preparing detailed cost analyses for the projects. So the adjusted impact fee total would be \$2,565,760.

APPENDIX A

Exhibits



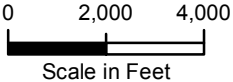
Map Features

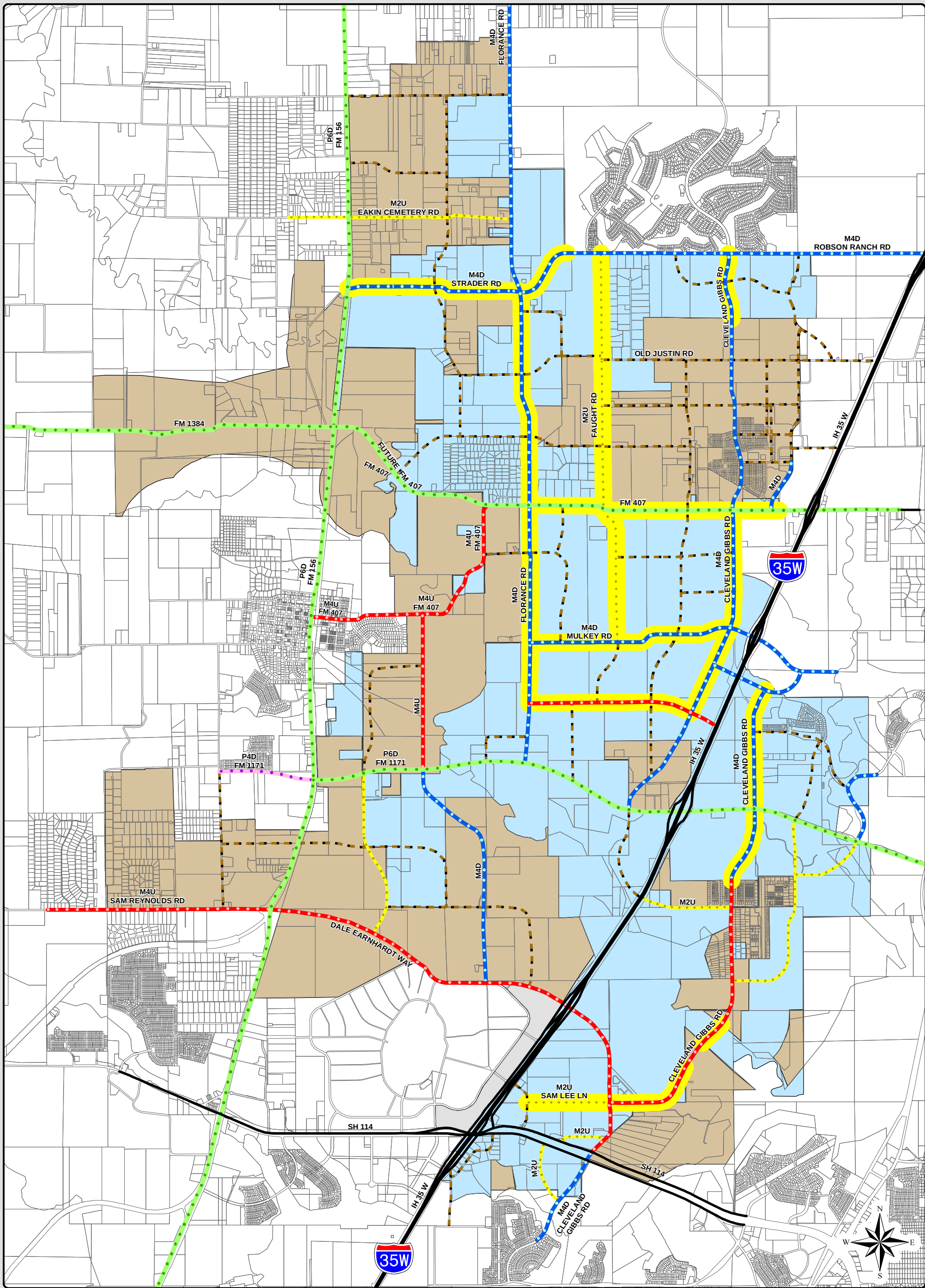
- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



EXHIBIT 1
MASTER THOROUGHFARE PLAN

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.





Map Features

- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- 10 Year CIP Streets
- Town of Northlake Incorporated Area
 - Town of Northlake Extraterritorial Jurisdiction
 - Intergovernmental Agreement Area



EXHIBIT 2
10-Year Roadway Capital Improvement Program

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

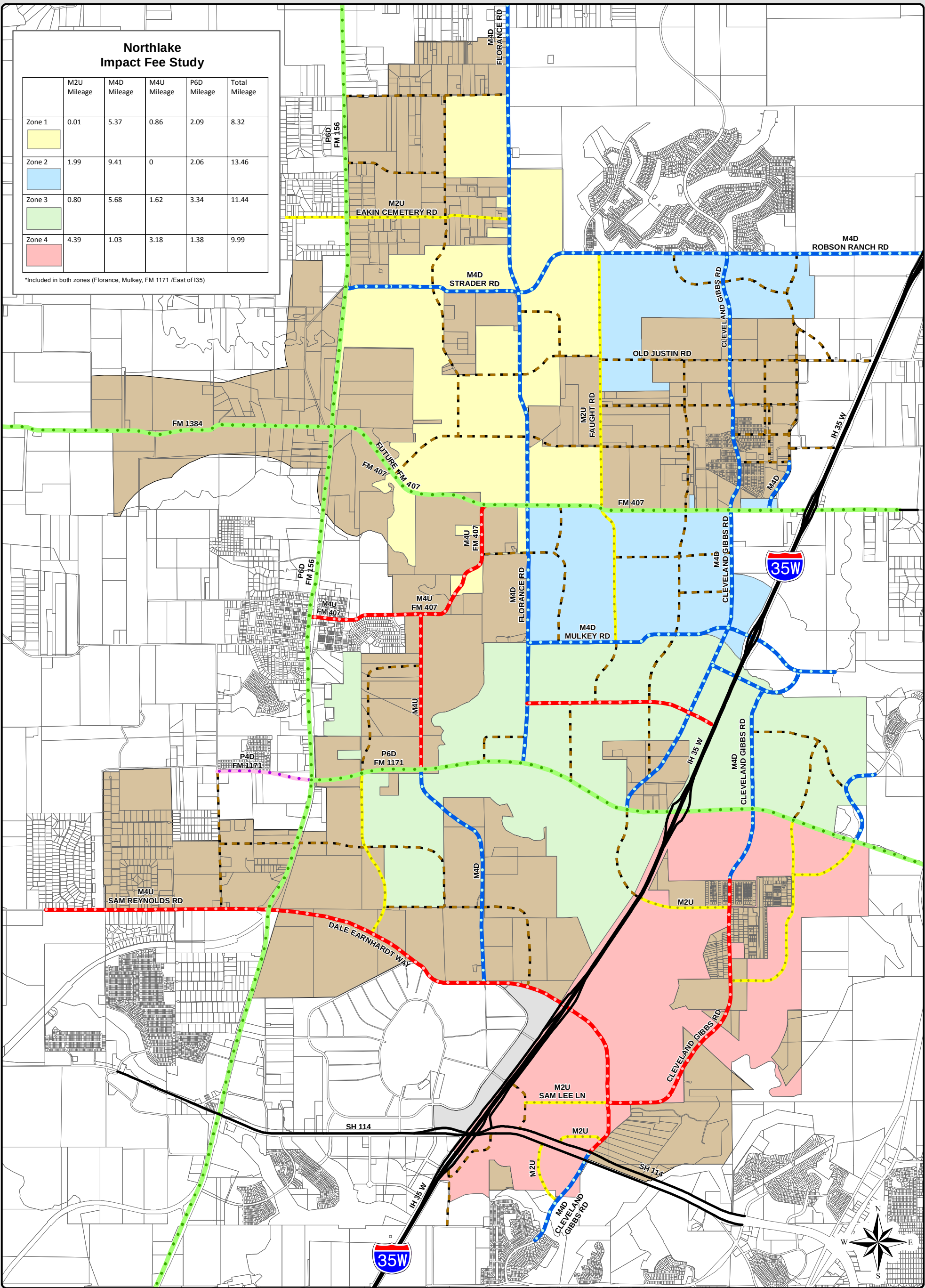
0 2,000 4,000
Scale in Feet



Northlake
Impact Fee Study

	M2U Mileage	M4D Mileage	M4U Mileage	P6D Mileage	Total Mileage
Zone 1	0.01	5.37	0.86	2.09	8.32
Zone 2	1.99	9.41	0	2.06	13.46
Zone 3	0.80	5.68	1.62	3.34	11.44
Zone 4	4.39	1.03	3.18	1.38	9.99

*Included in both zones (Florance, Mulkey, FM 1171 /East of I35)



Map Features

- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



EXHIBIT 3
Impact Fee Zones

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000
Scale in Feet



Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

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

Date: December 8, 2016

Re: Town Commons (Harvest Retail) Mixed-Use Planned Development (MPD)
Amendment (PD-16-002)

Purpose: To hold a public hearing and consider an amendment to the Development Standards and Concept Plan for the Mixed-Use Planned Development (MPD) on an approximately 16.918-acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 at Harvest Way.

Public Hearing Information: Any amendments to an MPD are considered zoning changes requiring a public hearing. A public hearing is scheduled to be held at this meeting prior to consideration of the MPD amendment. Notice of the public hearing was published in the Denton Record Chronicle. No notices were mailed since no Northlake property owners are located within 200 feet of the site because it is surrounded by ETJ. Staff has received no written responses as of the date of December 2, 2016. Any responses received prior to the public hearing will be presented at the Town Council meeting.

Owners: 1256 FMR 407 Ltd and Belmont 407 LLC

Applicants/Developers: Office Equity Solutions and Hillwood Communities

Background: The current zoning designation for the FM 407 frontage of the Harvest development within the Town limits is MPD. The MPD was approved by the Northlake Town Council on April 12, 2012 with Ordinance No. 07-0412A, but it was based on the original concept for the development then known as Belmont. It set the zoning standards, including a concept plan, development standards, and permitted land uses on the tract which is rectangular in shape. Upon the partnership with Hillwood, the development was redesigned as Harvest, and the development grew with the addition of ETJ land just west of the rectangular tract. With the additional land, the redesign included plans for more commercial just north and west of the rectangular tract so that it would extend between Cleveland-Gibbs Road and Harvest Way, and the commercial development would extend to a gas pipeline easement on the north, creating a triangular site. Hillwood is working with Office Equity Solutions to develop this triangular site and now referring to it as Town Commons. The proposed MPD amendment represents the new development plan for Town Commons.

Adjacent Zoning/Existing Land Uses:

North: Vacant property designated for commercial development and Harvest residential in ETJ

South: Vacant property in Corral City opposite FM 407

East: Vacant property in Argyle ETJ designate for future Harvest commercial development

West: Vacant property designated for commercial development and Harvest residential in ETJ

Comprehensive Plan Designation: The Comprehensive Plan designates this site for Mixed-Use Development.

Requested Amendments: The applicants propose to amend the Mixed-Use Planned Development (MPD) zoning for the site by completely replacing the concept plan and development standards that were originally contemplated as part of the Belmont development.

Analysis: This MPD is intended to accommodate primarily office, retail and service uses, but a small tract, adjacent to the existing Harvest residential development and separated from the rest of the Town Commons site by a gas line easement is intended for single-family residential use. Tracts A and B, the Commercial Tracts, are intended to accommodate office, retail, and service uses. Although Tracts A and B are intended to have similar uses and development standards, Tract A is not covered by this MPD because it is not located in the Town limits but is within Northlake's extraterritorial jurisdiction. Tract A will be governed by these same standards through a separate development agreement (ETJ). This area is also proposed to be annexed through a limited purpose annexation process pursuant to a Special Partnership Agreement which is a separate item on this same agenda.

Permitted uses and development standards for the Commercial Tracts are based on the Commercial zoning district requirements of the Unified Development Code (UDC). Uses permitted by right are limited to those listed in the Commercial, Office and Service Use category. All other uses typically allowed by right or requiring a Specific Use Permit (SUP) in the Commercial zoning district require the approval of a SUP. The Commercial Tracts will also meet all development requirements for commercial development outlined in the UDC with the following conditions.

1. A fifteen (15') foot linear landscape strip shall be provided adjacent to all major thoroughfares, and other public and private streets, exclusive of right-of-way.
2. A minimum of 10% of gross acreage shall be preserved open space to promote internal common and pedestrian spaces.

Tract C, the Residential Tract, is intended to be comprised of single family detached homes with a minimum lot width of 50'. The development standards are based on RE zoning districts standards with modifications to match the existing development and standards within the existing Harvest residential adjacent to the tract.

Staff has reviewed this application in relation to the Comprehensive Plan, the current MPD, and all other applicable Town development ordinances. The proposed amendments appear to be compatible with the Comprehensive Plan and meet the submittal requirements for such amendments. Staff finds this MPD amendment, as presented in the attached proposed ordinance, acceptable for approval.

Attachments:

- Ordinance No. 16-1208C – Proposed MPD Amendment

ORDINANCE NO. 16-1208C

AN ORDINANCE AMENDING ORDINANCE NO. 07-0412A BEING A MIXED-USE PLANNED DEVELOPMENT ZONING DISTRICT AS AMENDED; AMENDING THE ZONING CLASSIFICATION AND DEVELOPMENT STANDARDS OF CERTAIN PROPERTY AS DESCRIBED IN EXHIBIT ‘A’, BEING MORE PARTICULARLY DESCRIBED AS A 16.918 ACRE TRACT OF LAND OUT OF THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING A PENALTY CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake, Texas heretofore adopted Ordinance No. 07-0412A establishing the zoning of Mixed-Use Planned Development District “MPD” for a 16.918 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in the Town of Northlake, Denton County, Texas; and

WHEREAS, the Town of Northlake has received a request to amend the planned development; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake, Texas on December 8, 2016, with respect to the zoning amendment described herein; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice publication and procedural requirements for the rezoning of the property have been complied with; and

WHEREAS, the Town Council of the Town of Northlake, Texas does hereby deem it advisable and in the public interest to amend Ordinance No. 07-0412A as amended, being a Mixed-use Planned Development District “MPD” of the Town of Northlake, Texas, so that henceforth and hereafter the MPD is amended as set out herein.

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

SECTION 1

Ordinance No. 07-0412A establishing the Mixed-Use Planned Development District “MPD” zoning for the 16.912-acre property described as Tract B and Tract C in Exhibit

“A” shall be amended to replace Exhibit “B” to Ordinance No. 07-0412A with Exhibit “B,” the concept plan, attached hereto, and to replace Exhibit “C” to Ordinance No. 07-0412A with Exhibit “C,” development standards, attached hereto.

SECTION 2

The use of the property described in Exhibit “A” shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit “C”, the Unified Development Code, and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 4

It is hereby declared to be the intention of the Northlake Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 5

Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

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

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit “A”

Legal Description

METES & BOUNDS DESCRIPTION - TRACT A

BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas, being a portion of a called 782.359 acre tract of land (Tract 1) as described in the deed to Belmont 407, LLC, recorded in County Clerk's Document No. 2011-124875, Real Property Records, Denton County, Texas (RPRDCT), and being a portion of a called 5.076 acre tract of land as described in the deed to 1256 FMR 407, LTD, recorded in County Clerk's Document No. 2016-58878, RPRDCT, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the westernmost corner of Block 8, Harvest Phase I, an addition to the Town of Northlake, Denton County, Texas, recorded in County Clerk's Document No. 2013-166, RPRDCT, and being on the east right-of-way line of Cleveland-Gibbs Road, a 100' right-of-way;

THENCE South 59°07'28" East, with the southwest line of said Block 8, a distance of 974.93 feet to a point for corner on the approximate north line of the boundary limits of the Town of Northlake, Denton County, Texas, established by Ordinance No. 06-110B;

THENCE South 89°55'40" West, generally along the said approximate north line of the boundary limits of the Town of Northlake, a distance of 772.38 feet to a point for corner, being the approximate northwest corner of the said boundary limits of the Town of Northlake established by Ordinance No. 06-110B, and being on the west line of the aforementioned called 782.359 acre tract of land (Tract 1);

THENCE South 00°23'25" East, with the said west line, and generally along the said approximate west boundary limits line, a distance of 469.94 feet to a point for corner on the north right-of-way line of Farm to Market Road 407, an 80' right-of-way at this point, being at the beginning of a non-tangent curve to the right;

THENCE Westerly, with the said north right-of-way line, and with the said non-tangent curve to the right, having a central angle of 02°23'51", a radius of 5689.65 feet, an arc length of 238.08 feet, a chord bearing of North 88°36'15" West, and a chord length of 238.07 feet to a point for corner;

THENCE North 87°24'20" West, continuing with the said north right-of-way line, a distance of 37.00 feet to a point for corner, being at the beginning of a curve to the left;

THENCE Westerly, continuing with the said north right-of-way line, and with the said curve to the left, having a central angle of 00°59'25", a radius of 5769.65 feet, an arc length of 99.72 feet, a chord bearing of North 87°54'02" West, and a chord length of 99.72 feet to a point for corner at the southern end of a corner clip at the intersection of the said north right-of-way line and the aforementioned east right-of-way line of Cleveland-Gibbs Road;

THENCE North 44°55'20" West, with the said east right-of-way line, a distance of 34.34 feet to a point for corner;

THENCE North 00°13'31" West, continuing with the said east right-of-way line, a distance of 52.59 feet to a point for corner, being at the beginning of a curve to the right;

THENCE Northerly, continuing with the said east right-of-way line, and with the said curve to the right, having a central angle of 35°11'43", a radius of 1030.00 feet, an arc length of 632.70 feet, a chord bearing of North 17°22'21" East, and a chord length of 622.80 feet to a point for corner, being at the beginning of a reverse curve to the left;

THENCE Northerly, continuing with the said east right-of-way line, and with the said reverse curve to the left, having a central angle of 16°27'12", a radius of 1130.00 feet, an arc length of 324.50 feet, a chord bearing of North 26°44'36" East, and a chord length of 323.38 feet to the **POINT OF BEGINNING** and containing 10.286 acres of land more or less.

Note:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



**BAIRD, HAMPTON & BROWN
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BHB Project # 2016.721.000

TBPE Firm F-44

TBPLS Firm 10011302

METES & BOUNDS DESCRIPTION - TRACT B

BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas, being a portion of a called 782.359 acre tract of land (Tract 1) as described in the deed to Belmont 407, LLC, recorded in County Clerk's Document No. 2011-124875, Real Property Records, Denton County, Texas (RPRDCT), and being a portion of a called 5.076 acre tract of land as described in the deed to 1256 FMR 407, LTD, recorded in County Clerk's Document No. 2016-58878, RPRDCT, and being more particularly described by metes and bounds as follows:

COMMENCING at a point for the westernmost corner of Block 8, Harvest Phase I, an addition to the Town of Northlake, Denton County, Texas, recorded in County Clerk's Document No. 2013-166, RPRDCT, and being on the east right-of-way line of Cleveland-Gibbs Road, a 100' right-of-way;

THENCE South 59°07'28" East, with the southwest line of said Block 8, a distance of 974.93 feet to a point for corner on the approximate north line of the boundary limits of the Town of Northlake, Denton County, Texas, established by Ordinance No. 06-110B, said point being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE South 59°07'28" East, continuing with the southwest line of said Block 8, a distance of 517.51 feet to a point for the southernmost corner of Lot 42X, said Block 8, being on the west right-of-way line of Harvest Way, a 100' right-of-way, and being at the beginning of a non-tangent curve to the right;

THENCE Northerly, with the said west right-of-way line, and with the said non-tangent curve to the right, having a central angle of 14°54'07", a radius of 1050.00 feet, an arc length of 273.09 feet, a chord bearing of North 12°09'53" East, and a chord length of 272.32 feet to a point for corner on the approximate north line of the said boundary limits of the Town of Northlake;

THENCE North 89°55'40" East, generally along the said approximate north line of the boundary limits of the Town of Northlake, a distance of 293.92 feet to a point for the approximate northeast corner of the said boundary limits of the Town of Northlake;

THENCE South 00°25'47" East, generally along the approximate east line of the said boundary limits of the Town of Northlake, a distance of 470.00 feet to a point for the approximate southeast corner of the said boundary limits of the Town of Northlake, and being on the north right-of-way line of Farm to Market Road 407, an 80' right-of-way at this point;

THENCE South 89°55'40" West, with the said north right-of-way line, a distance of 1541.46 feet to a point for corner, being at the beginning of a curve to the right;

THENCE Westerly, continuing with the said north right-of-way line, and with the said curve to the right, having a central angle of 00°16'09", a radius of 5689.65 feet, an arc length of 26.73 feet, a chord bearing of North 89°56'15" West, and a chord length of 26.73 feet to a point for corner on the west line of the aforementioned called 782.359 acre tract of land (Tract 1), and being on the approximate west line of the said boundary limits of the Town of Northlake;

THENCE North 00°23'25" West, with the said west line, and generally along the said approximate west boundary limits line, a distance of 469.94 feet to a point for corner, being the approximate northwest corner of the said boundary limits of the Town of Northlake established by Ordinance No. 06-110B;

THENCE North 89°55'40" East, generally along the aforementioned approximate north line of the boundary limits of the Town of Northlake, a distance of 772.38 feet to the **POINT OF BEGINNING** and containing 15.423 acres of land more or less.

Note:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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BHB Project # 2016.721.000

TBPE Firm F-44

TBPLS Firm 10011302

METES & BOUNDS DESCRIPTION - TRACT C

BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas, being a portion of a called 782.359 acre tract of land (Tract 1) as described in the deed to Belmont 407, LLC, recorded in County Clerk's Document No. 2011-124875, Real Property Records, Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows:

COMMENCING at a point for the westernmost corner of Block 8, Harvest Phase I, an addition to the Town of Northlake, Denton County, Texas, recorded in County Clerk's Document No. 2013-166, RPRDCT, and being on the east right-of-way line of Cleveland-Gibbs Road, a 100' right-of-way;

THENCE South 59°07'28" East, with the southwest line of said Block 8, a distance of 974.93 feet to a point for corner on the approximate north line of the boundary limits of the Town of Northlake, Denton County, Texas, established by Ordinance No. 06-110B, said point being the **POINT OF BEGINNING** of the herein described tract of land;

THENCE North 89°55'40" East, generally along the said approximate north line of the boundary limits of the Town of Northlake, a distance of 501.56 feet to a point for corner being on the west right-of-way line of Harvest Way, a 100' right-of-way, and being at the beginning of a non-tangent curve to the left;

THENCE Southerly, with the said west right-of-way line, and with the said non-tangent curve to the left, having a central angle of 14°54'07", a radius of 1050.00 feet, an arc length of 273.09 feet, a chord bearing of South 12°09'53" West, and a chord length of 272.32 feet to a point for the southernmost corner of Lot 42X, said Block 8;

THENCE North 59°07'28" West, with the southwest line of said Block 8, a distance of 517.51 feet to the **POINT OF BEGINNING** and containing 1.495 acres of land more or less.

Note:

This document was prepared under 22 TAC §663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



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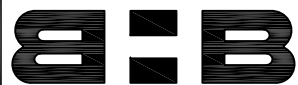
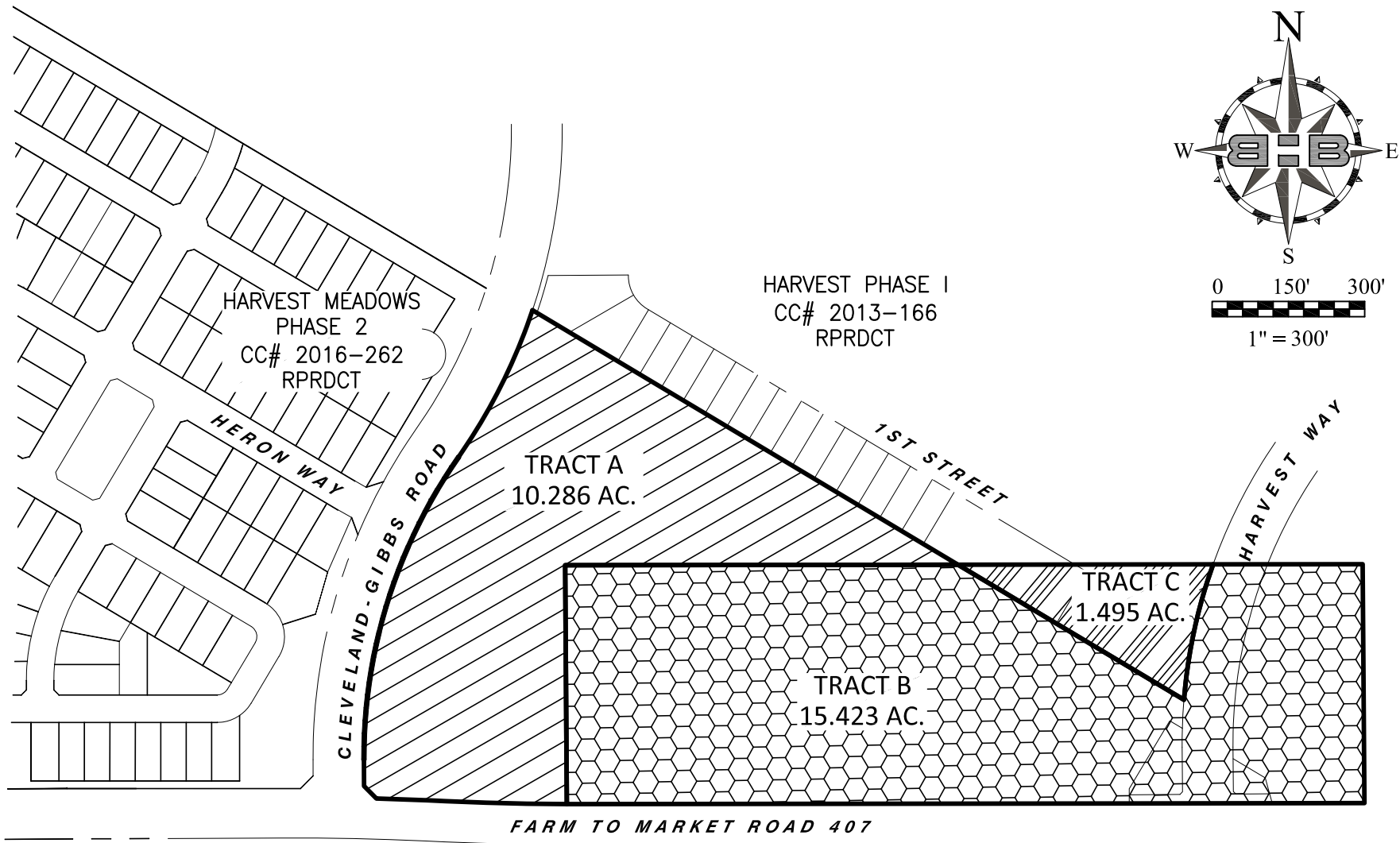
BHB Project # 2016.721.000

TBPE Firm F-44

TBPLS Firm 10011302

Exhibit “B”

Concept Plan



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BHB Project # 2016.721.000

TBPE Firm F-44

TBPLS Firm 10011302

PROJECT NUMBER:		2016.721.000	
DATE:	12/1/2016	DRAWN BY:	SW
DESIGN BY:	SW	CHECKED BY:	KB

SHEET

X

X of X

Exhibit “C”

Development Standards

EXHIBIT C
PLANNED DEVELOPMENT STANDARDS
TOWN COMMONS

COMMUNITY FRAMEWORK

Town Commons is the portion of the Harvest mixed-use, master-planned development with frontage on FM 407 primarily planned for commercial uses. This Mixed-Use Planned Development (MPD) is intended to accommodate primarily office, retail and service uses, but a small tract adjacent to the existing Harvest residential development and separated from the rest of the Town Commons site by a gas line easement is intended for single-family residential use.

GENERAL STANDARDS

1. The design and development of Town Commons shall take place in general accordance with the attached Exhibit B-Concept Plan.
2. Town Commons shall be developed in accordance with all applicable development requirements of the Town of Northlake unless otherwise provided herein. In the event of any conflict between these standards and any requirement of the Town, these standards shall apply.

DEVELOPMENT STANDARDS

Commercial Tracts - Tracts A and B

Tracts A and B, the Commercial Tracts, are intended to accommodate office, retail, and service uses. Although Tracts A and B are intended to have similar uses and development standards, Tract A is not covered by this Mixed-Use Planned Development (MPD) district because it is not located in the Town limits but is within Northlake's extraterritorial jurisdiction. Tract A will be governed by these same standards through a separate development agreement.

Permitted uses allowed on the Commercial Tracts shall be all Commercial, Office and Service Uses allowed by right in the Commercial (C) district, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Specific Use Permit shall be required for all other uses listed as Permitted or otherwise requiring a Special Use Permit in the Commercial (C) district, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

The Commercial Tracts shall be developed in accordance with the Commercial (C) district in the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. A fifteen (15') foot linear landscape strip shall be provided adjacent to all major thoroughfares, and other public and private streets, exclusive of right-of-way.
2. A minimum of 10% of gross acreage shall be preserved open space to promote internal common and pedestrian spaces.

Residential Tract - Tract C

Tract C, the Residential Tract, is intended to be comprised of single family detached homes with a minimum lot width of 50' (SF-50).

Permitted uses allowed in the Residential Tract shall be all principal and accessory uses which are allowed by right in the Rural Estate (RE) district, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended. A Specific Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the Rural Estate (RE) district, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

The Residential Tract shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 5,500 square feet.
2. Minimum lot width: 50'.
3. Minimum lot depth: 110'.
4. Minimum front yard: 15'.
5. Minimum side yard: 5'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 7.5'.
7. Minimum dwelling area: 1,600 square feet.
8. Maximum lot coverage: 70%.
9. Maximum height: 2 1/2 stories or 35' for the main building.

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director

Date: December 8, 2016

Re: Strategic Partnership Agreement with Belmont Freshwater Supply District #1 for the purpose of a Limited Purpose Annexation

When the Harvest (previously Belmont) development was initially conceived, the property was de-annexed from Northlake Town Limits with the exception of approximately 17 acres along FM 407. This rectangular tract was envisioned to be developed as retail and commercial and the Town would receive the sales tax generated as well as property taxes. Everything outside Town limits became part of the Belmont Freshwater Supply District #1 (FWSD).

Upon the partnership with Hillwood, the entire development was redesigned. In addition, the tract to the west of the Town rectangular tract was annexed into the FWSD (McGee Tract). The rectangular tract became a triangular tract roughly bounded by FM 407, Cleveland-Gibbs extension and Harvest Way. The annexation of the McGee Tract allowed for the complete paving of all four lanes Cleveland-Gibbs north of FM 407 but this road project as well as water, sewer and drainage is funded through the future property values of the district including the McGee Tract. The portion of the former McGee tract that is now planned for retail/commercial cannot be de-annexed due to the debt issuance.

The solution brought forward by Town Staff and the developer is to seek a limited purpose annexation through a strategic partnership agreement as allowed by Texas Local Government Code Section 43.0751. In the agreement, the Town would annex the retail area but limit the taxes to only sales tax. The FWSD would continue to receive property taxes in the area. A limited purpose annexation requires two public hearings be held before the Council can take action. The first of the two hearings was held on November 10th during the council meeting. The second public hearing is scheduled for the December 8th council meeting. Without the limited purpose annexation, the Town would not receive sales tax. The McGee Tract was in the Town's extraterritorial jurisdiction prior to FWSD annexation and remains currently in Town ETJ.

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

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16- 40

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND ADOPTING A STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS AND BELMONT FRESHWATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY; AUTHORIZING THE MAYOR TO EXECUTE SAID STRATEGIC PARTNERSHIP AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas is a Type A general law municipal corporation created and existing under the laws of the State of Texas and situated in Denton County, Texas; and

WHEREAS, the Belmont Fresh Water Supply District No. 1 of Denton County ("District") is a fresh water supply district created under and subject to the authority, conditions, and restrictions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended; and

WHEREAS, Texas Local Government Code, Section 43.0751, authorizes the Town and the District to negotiate and enter into a strategic partnership agreement providing for the limited purpose annexation of property located within the District; and

WHEREAS, pursuant to Section 43.0751, the Town and the District desire to enter into the Strategic Partnership Agreement to accomplish the limited purpose annexation by the Town of certain property and the collecting by the Town of sales and use taxes within the commercial use areas of said certain property; and

WHEREAS, in accordance with Section 43.0751, the District held all required hearings and approved and adopted the Strategic Partnership Agreement on November 30, 2016, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the Town Council conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence concerning the Strategic Partnership Agreement were given the opportunity to do so; and

WHEREAS, all notices, hearings, and other procedural requirements imposed by law on the District and the Town for the adoption of the Strategic Partnership Agreement have been met; and

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and general welfare of the Town to approve and adopt the Strategic Partnership Agreement.

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

Section 1.

The preambles previously written are true and correct.

Section 2.

The Strategic Partnership Agreement attached as Exhibit "A," having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses, is hereby approved and adopted.

Section 3.

The Mayor is hereby authorized to execute the Strategic Partnership Agreement attached as Exhibit "A" on behalf of the Town.

Section 4.

This resolution shall become effective immediately from and after its passage.

PASSED AND APPROVED this the 8th day of December, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT A

**Strategic Partnership Agreement between the Town of Northlake, Texas and
Belmont Freshwater Supply District No. 1 of Denton County**

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE TOWN OF NORTHLAKE, TEXAS, AND
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY**

**THE STATE OF TEXAS §
 § **KNOW ALL BY THESE PRESENTS:**
COUNTY OF DENTON §**

This Strategic Partnership Agreement ("Agreement") is entered into by and between the Town of Northlake, Texas, a Type B general law municipal corporation ("Town"), acting herein by and through Peter Dewing, its duly authorized Town Mayor, and Belmont Fresh Water Supply District No. 1 of Denton County ("District"), acting by and through its duly authorized Board of Supervisors, and under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code").

RECITALS

WHEREAS, the Town is a Type A general law municipal corporation created and existing under the laws of the State of Texas and situated in Denton County, Texas; and

WHEREAS, the District is a fresh water supply corporation created under and subject to the authority, conditions, and restrictions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended; and

WHEREAS, the Town and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, prior to entering into the Third Amended and Restated Development Agreement, as amended (the "Development Agreement"), and consenting to the creation of the District, the Town disannexed 932 acres, more or less, of property in contemplation of the District agreeing to the limited purpose annexation for the sole and limited purpose for the Town to impose its sales and use tax within the boundaries of a certain retail area within the District as contemplated by this Agreement; and

WHEREAS, Local Government Code, Section 43.0751 (the "Act"), authorizes the Town and the District to negotiate and enter into a strategic partnership agreement providing for the limited purpose annexation by mutual consent; and

WHEREAS, the District encompasses approximately 876 acres, more or less, located within the extraterritorial jurisdiction of the Town as depicted on Exhibit A and more fully described on Exhibit B attached to this Agreement (the "Development"); and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the Parties are negotiating amendments to the Development Agreement regarding other matters benefiting the District; and

WHEREAS, pursuant to the Development Agreement and subject to the terms and conditions of this Agreement, the District has agreed to enter into this Agreement for the Town to annex commercial use areas of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, to facilitate the limited purpose annexation by the Town of the commercial use areas of the Development, Hillwood Enterprises (“Owner”) submitted to the Town a petition requesting and consenting to the limited purpose annexation of the portion of the Development depicted on Exhibit C and described on Exhibit D attached to this Agreement (the “Limited Purpose Property”); and

WHEREAS, pursuant to the Act and the Owner’s petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the Town of the Limited Purpose Property for the sole and exclusive purpose of imposing and collecting sales and use taxes within the commercial use areas of the Limited Purpose Property; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of supervisors of the District (the “Board”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on November 30, 2016, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the Town provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the Town Council of the Town (the “Town Council”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the Town Council approved and adopted this Agreement on _____, 2016, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the Town solely for the purpose of obtaining an agreement with the Town to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the Town and the District that are reasonable and equitable.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the Town and District agree as follows:

ARTICLE I **RECITALS**

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II

ADOPTION OF AGREEMENT AND LIMITED-PURPOSE ANNEXATION OF LIMITED PURPOSE PROPERTY

2.01 Public Hearings. District and the Town acknowledge and agree that prior to the execution of this Agreement, the governing bodies of District and the Town have conducted public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, Chapter 551 of the Texas Government Code, Chapter 49, Texas Water Code, as applicable.

2.02 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement took effect on _____, the date of adoption of this Agreement by the Town, the District having adopted the Agreement on November 30, 2016.

2.03 Filing in Property Records. The Town shall file this Agreement in the Real Property Records of Denton County, Texas.

2.04 Limited Purpose Annexation of the Limited Purpose Property. The Parties agree that the Town may annex the Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") to be imposed by the Town on sales consummated within the Limited Purpose Property. The District acknowledges and agrees that the Town Council may adopt a limited purpose annexation ordinance applicable to the Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The

Town may commence limited purpose annexation of the Limited Purpose Property upon the Effective Date.

2.05 Property Taxes and District Liability for Debts of the Town. During the Term (as defined in Section 6.02) of this Agreement: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the Town, and (ii) current and future ad valorem taxes levied by the Town will not be levied on taxable property within the District.

2.06 Limited District. The District is not a limited district as defined in Subsection (a)(2) of the Act.

2.07. Powers and Functions Retained by the District. This Agreement does not limit in any manner the rights, powers, functions, and authority of the District.

2.08 Limited Purpose Annexation of Additional Commercial Property. In the event the location of proposed commercial development within the District is changed or additional property within the District designated for commercial development is added ("Additional Commercial Property"), the Town Council may annex the Additional Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Additional Commercial Property pursuant to Subsection (k) of the Act. District acknowledges that the Town Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law to approve such limited purpose annexations. The Town may annex any portion of the Additional Commercial Property at any time after Owner submits a final plat for such property to the Town.

2.09 Connections to the Town Limits. District consents to the limited purpose annexation of portions of the Property in the minimum width needed to connect the Limited Purpose Property or the Additional Commercial Property to the Town limits.

2.10 CONSENT TO LIMITED PURPOSE ANNEXATION. DISTRICT, ON BEHALF OF ALL PRESENT AND FUTURE OWNERS OF LAND WITHIN DISTRICT'S BOUNDARIES, HEREBY REQUESTS THAT THE TOWN ANNEX THE ANNEXATION TRACT FOR LIMITED PURPOSES AS PROVIDED FOR IN THIS AGREEMENT. DISTRICT IRREVOCABLY CONSENTS TO SUCH ANNEXATION AND TO THE EXERCISE OF THE SUCH POLICE POWERS AS MAY BE PROVIDED FOR IN THIS AGREEMENT WITHIN THE AREA ANNEXED. SUCH CONSENT SHALL BIND DISTRICT AND EACH OWNER AND FUTURE OWNER OF LAND WITHIN DISTRICT'S BOUNDARIES.

ARTICLE III

VOTING RIGHTS IN THE DISTRICT

3.01 Generally. Upon annexation of Limited Purpose Property for limited purposes by the Town, any qualified voters within Limited Purpose Property may vote in Town elections, pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations.

3.02 Notice. The Town will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or hereafter amended.

ARTICLE IV

TAX RIGHTS

4.01 Collection of Sales and Use Tax Revenues. The Town may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues (the "Sales and Use Tax Revenues") shall take effect on the date described in Section 321.102 of the Tax Code.

4.02 Use of Sales and Use Tax Revenues. The City may use the Sales and Use Tax Revenues for any lawful purpose.

In return for the benefits received by the City pursuant to this Agreement and the Development Agreement, the City agrees to use a portion of the Sales and Use Tax Revenues collected for the purpose of promoting economic development and stimulating business and commercial activity within the Limited Purpose Property and, to the extent permitted by law, within the District.

4.03 Notification of Comptroller. The Town shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the Town Council annexes the Limited Purpose Property for limited purposes.

4.04 District Tax Right. The District shall be entitled to collect 100% of the revenue from ad valorem taxes imposed on property located within the Limited Purpose Property and may use said revenues for any purpose for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues collected from property located wholly within the District.

ARTICLE V

BREACH, NOTICE, AND REMEDIES

5.01 Notification of Breach. If a Party to this Agreement believes that another Party has committed a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in detail.

5.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such fourteen (14) day period and diligently completes the work within a reasonable time without unreasonable cessation of the work.

5.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, 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; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VI

BINDING AGREEMENT, TERM, AND AMENDMENT

6.01 Beneficiaries. This Agreement binds and inures to the benefit of the Parties, their successors and assigns.

The District shall record this Agreement with the County Clerk in the Official Records of Denton County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

6.02 Term. This Agreement commences on the Effective Date and continues until the Town annexes the Limited Purpose Property for full purposes in accordance with the Development Agreement, as amended. This Agreement shall immediately terminate upon the Town's action to annex the Limited Purpose Property for full purposes.

6.03 Amendment. The Parties by mutual written consent may amend the terms of this Agreement at any time. Any amendment to this Agreement shall be recorded within seven (7) days of the execution of the amendment with Denton County.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.01.

Northlake

Mayor Peter Dewing
Town of Northlake
1400 FM 407
Northlake, Texas 76247
940-648-3290

Belmont Fresh Water Supply District No. 1

President, Board of Supervisors
Belmont FWSD #1 of Denton County
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite #1100
Dallas, Texas 75230
214-981-9090

7.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any 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 of the 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 purpose 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.

7.03 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas and hereby

submit to the jurisdiction of the courts of Denton County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.04 Authority to Execute. The Town represents and warrants to the District that the execution of this Agreement has been duly authorized by the Town Council and that the person executing this Agreement on behalf of the Town has been duly authorized to do so by the Town Council. The District represents and warrants to the Town that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

7.05 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.06 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the Town or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

7.07 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

7.08 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.09 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the Town and the District.

7.10 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Town and the District, and neither the Town nor the District intends by any provision of this Agreement

to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the Town and the District.

7.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.12. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section 7.12 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions, and the Town waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the Town's performance of its governmental functions.

7.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development
Exhibit C	Depiction of the Limited Purpose Property
Exhibit D	Legal Description of the Limited Purpose Property

7.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

The Town of Northlake, Texas

By: _____

Date: _____

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.

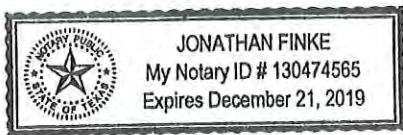
Notary Public, State of Texas

Belmont Fresh Water Supply District No. 1 of Denton County

By: _____
Title: PRESIDENT
Date: 11/30/2016

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me, on the 30th day of November 2016, by Matt Belet, president of the Board of Supervisors of Belmont Fresh Water Supply District No. 1 of Denton County, on behalf of said district.



[Signature]
Notary Public, State of Texas

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

STATE OF TEXAS §

COUNTY OF DENTON §

TRACT "1"

BEING a 697.85 acre tract of land situated in the jurisdiction of the City of Northlake, ETJ, Denton County, Texas, and being part of the Patrick Rock Survey, Abstract No. 1063, and being a portion of those certain tracts of land described to Realty Capital Belmont, LTD. by Instrument No.'s 2005-130021, 2005-130022, and 2005-130025 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a point for the Southwest corner of the herein described tract, said point being on the West line of the Realty Capital Belmont tract as described by deed in said Instrument No. 2005-130021, and being North 00 Deg. 25 Min. 59 Sec. West, 460.67 feet of the Southwest corner of said Realty Capital Belmont tract;

THENCE along the West line of said Realty Capital Belmont tract, the following courses and distances:

North 00 Deg. 25 Min. 59 Sec. West, a distance of 2240.39 feet to a point for corner;

South 89 Deg. 52 Min. 33 Sec. West, a distance of 249.99 feet to a point for corner;

North 00 Deg. 33 Min. 01 Sec. West, a distance of 1879.88 feet to a point for corner;

North 00 Deg. 27 Min. 52 Sec. West, a distance of 941.22 feet to a point for corner;

North 89 Deg. 53 Min. 11 Sec. West, a distance of 2819.34 feet to a point for corner;

South 89 Deg. 57 Min. 05 Sec. West, a distance of 741.56 feet to a point for corner;

North 00 Deg. 28 Min. 58 Sec. West, a distance of 979.13 feet to a point for the Western most Northwest corner of the herein described tract;

North 89 Deg. 52 Min. 13 Sec. West, a distance of 452.30 feet to a point for corner;

North 00 Deg. 21 Min. 02 Sec. West, a distance of 1855.04 feet to a point for the Northwest corner of the herein described tract;

THENCE departing said West line, along the North line of said Realty Capital Belmont tract, the following courses and distances:

South 89 Deg. 57 Min. 59 Sec. East, a distance of 275.28 feet to a point for corner;

South 88 Deg. 54 Min. 20 Sec. East, a distance of 1702.48 feet to a point for corner;

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

South 89 Deg. 43 Min. 16 Sec. East, a distance of 3069.27 feet to a point for corner;

North 89 Deg. 57 Min. 08 Sec. East, a distance of 1539.52 feet to a point for corner;

South 89 Deg. 57 Min. 13 Sec. East, a distance of 420.67 feet to a point for corner;

THENCE South 02 Deg. 03 Min. 14 Sec. East, departing said North line, over and across said Realty Capital Belmont tract, a distance of 1611.05 feet to a point for the Northeast corner of a tract of land described to Forrest R. Stewart by deed recorded in Volume 772, Page 945 of said Deed Records.

THENCE North 88 Deg. 59 Min. 39 Sec. West, a distance of 686.17 feet to the Northwest corner of said Stewart tract;

THENCE South 00 Deg. 30 Min. 12 Sec. East, a distance of 227.81 feet to the Southwest corner of said Stewart tract;

THENCE South 89 Deg. 45 Min. 41 Sec. East, a distance of 837.62 feet to a point for corner on the West apparent prescriptive right-of-way of Prairie Mound Cemetery Road;

THENCE with said apparent prescriptive right-of-way, the following courses and distances:

South 00 Deg. 53 Min. 56 Sec. East, a distance of 931.65 feet to a point for corner;

South 88 Deg. 48 Min. 00 Sec. West, a distance of 435.00 feet to a point for corner;

South 00 Deg. 26 Min. 33 Sec. East, a distance of 2335.07 feet to a point for corner on the West right-of-way line of said Prairie Mound Cemetery Road;

THENCE with said West right-of-way, the following courses and distances:

South 89 Deg. 33 Min. 16 Sec. West, a distance of 330.81 feet to a point for corner;

South 00 Deg. 10 Min. 06 Sec. West, a distance of 490.83 feet to a point for corner;

South 89 Deg. 36 Min. 41 Sec. West, a distance of 608.91 feet to a point for corner;

THENCE South 00 Deg. 28 Min. 21 Sec. East, continuing along said West right-of-way line, a distance of 2239.59 feet to a point for the Southeast corner of the herein described tract;

THENCE South 89 Deg. 33 Min. 11 Sec. West, a distance of 1567.89 feet to the **POINT OF BEGINNING**, and containing **697.85 acres**, more or less, of land, **SAVE AND EXCEPT** the following four tracts:

BEING 0.763 acres situated in the Patrick Rock Survey, Abstract Number 1063, Denton County,

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

Texas, being part of that tract described to Belmont 407 LLC by deed recorded in County Clerk's File Number 2011-124875, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of a tract of land described to Realty Capital Argyle 114, LTD by deed recorded in County Clerk's File Number 2006-81504, Deed Records, Denton County, Texas;

THENCE South 84 deg. 21 min. 12 sec. West, departing the westerly line of said Realty Capital Argyle 114 LTD tract, a distance of 17.67 feet to a point for corner in the easterly line of the Town of Northlake, ETJ;

THENCE North 00 deg. 28 min. 09 sec. West, following the easterly line of said Town of Northlake, ETJ, a distance of 470.37 feet to the **POINT OF BEGINNING**;

THENCE South 89 deg. 33 min. 11 sec. West, following the easterly line of said Town of Northlake, ETJ, a distance of 192.93 feet to a point for corner at the beginning of a non-tangent curve to the right whose chord bears North 28 deg. 05 min. 04 sec. East, 208.15 feet;

THENCE in a Northerly and Northeasterly direction along said Town of Northlake, ETJ and along said curve to the right having a central angle of 12 deg. 34 min. 45 sec., a radius of 950.00 feet, and an arc length of 208.57 feet to a point for corner;

THENCE North 34 deg. 22 min. 27 sec. East, a distance of 163.51 feet to a point for corner in the easterly line of said Town of Northlake, ETJ;

THENCE South 00 deg. 28 min. 21 sec. East, departing the easterly line of said Town of Northlake, ETJ, a distance of 317.11 feet to the **POINT OF BEGINNING** and containing **0.763 acres** of land, more or less.

BEING 5.043 acres situated in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas, being part of that tract described to Belmont 407 LLC by deed recorded in County Clerk's File Number 2011-124875, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at an inner ell corner on the easterly line of said Belmont 407 LLC tract, said point being in the easterly line of the Town of Northlake, ETJ, and being at the northwesterly corner of a tract of land described to Prairie Mound Cemetery Association by deed recorded in Volume 878, Page 866, Deed Records, Denton County, Texas;

THENCE South 89 deg. 33 min. 16 sec. West, departing the westerly line of said Prairie Mound Cemetery Association tract and the easterly line of said Belmont 407 LLC tract, following the easterly line of said Town of Northlake, ETJ, a distance of 37.73 feet to a point for corner;

THENCE following the easterly line of said Town of Northlake, ETJ, the following bearings and

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

distances:

North 00 deg. 36 min. 50 sec. West a distance of 110.05 feet to a point for corner at the beginning of a tangent curve to the right whose chord bears North 19 deg. 58 min. 19 sec. East, 469.05 feet;

In a Northerly and Northeasterly direction along said curve to the right having a central angle of 41 deg. 10 min. 18 sec., a radius of 667.00 feet, and an arc length of 479.29 feet to a point for corner at the beginning of a tangent curve to the left whose chord bears North 20 deg. 03 min. 18 sec. East, a distance of 513.47 feet;

In a Northeasterly and Northerly direction along said curve to the left having a central angle of 41 deg. 00 min. 19 sec., a radius of 733.00 feet, and an arc length of 524.59 feet to a point for corner;

North 89 deg. 33 min. 27 sec. East a distance of 25.46 feet to a point for corner in the easterly line of said Belmont 407 LLC tract;

THENCE South 00 deg. 26 min. 33 sec. East, departing the easterly line of said Town of Northlake, ETJ, following the easterly line of said Belmont 407 LLC tract, a distance of 1030.58 feet to a point for corner;

THENCE South 89 deg. 33 min. 16 sec. West a distance of 330.81 feet to the **POINT OF BEGINNING** and containing **5.043 acres** of land, more or less.

BEING 9.277 acres situated in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas, being part of that tract described to Belmont 407 LLC by deed recorded in County Clerk's File Number 2011-124875, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at an inner ell corner on the easterly line of said Belmont 407 LLC, said point being in the easterly line of the Town of Northlake, ETJ, and being at the northwesterly corner of a tract of land described to Prairie Mound Cemetery Association by deed recorded in Volume 878, Page 866, Deed Records, Denton County, Texas;

THENCE North 89 deg. 33 min. 16 sec. East, departing the easterly line of said Town of Northlake, ETJ, following the southerly line of said Belmont 407 LLC tract, a distance of 330.81 feet to a point for corner;

THENCE North 00 deg. 26 min. 33 sec. West, a distance of 2335.07 feet to the **POINT OF BEGINNING**, said point being in the easterly line of said Town of Northlake, ETJ;

THENCE North 00 deg. 26 min. 33 sec. West, following the easterly line of said Town of Northlake, ETJ, a distance of 942.45 feet to a point for corner, said point being in the southerly line of a tract of land described to Mary Schluter by deed recorded in Volume 2901, Page 260,

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

Deed Records, Denton County, Texas;

THENCE South 89 deg. 45 min. 41 sec. East, following the easterly line of said Town of Northlake, ETJ, and the southerly line of said Mary Schluter tract, a distance of 427.57 feet to a point for corner;

THENCE South 00 deg. 53 min. 56 sec. East a distance of 931.65 feet to a point for corner;

THENCE South 88 deg. 48 min. 00 sec. West a distance of 435.00 feet to the **POINT OF BEGINNING** and containing **9.277 acres** of land, more or less.

BEING 9.528 acres situated in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas, being part of that tract described to Belmont 407 LLC by deed recorded in County Clerk's File Number 2011-124875, Deed Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at an inner ell corner on the easterly line of said Belmont 407 LLC, said point being in the easterly line of the Town of Northlake, ETJ, and being at the northwesterly corner of a tract of land described to Prairie Mound Cemetery Association by deed recorded in Volume 878, Page 866, Deed Records, Denton County, Texas;

THENCE North 89 deg. 33 min. 16 sec. East, departing the easterly line of said Town of Northlake, ETJ, following the southerly line of said Belmont 407 LLC tract, a distance of 330.81 feet to a point for corner;

THENCE North 00 deg. 26 min. 33 sec. West, a distance of 3499.84 feet to the **POINT OF BEGINNING**, said point being in the easterly line of said Town of Northlake, ETJ, said point also being in the northerly line of a tract of land described to Mary Schluter by deed recorded in Volume 2901, Page 260, Deed Records, Denton County, Texas;

THENCE departing the Northerly line of said Mary Schluter tract, following the easterly line of said Town of Northlake, ETJ, the following bearings and distances:

North 00 deg. 26 min. 33 sec. West, a distance of 760.09 feet to a point for corner at the beginning of a tangent curve to the right whose chord bears North 13 deg. 08 min. 12 sec. East, 257.73 feet;

In a Northerly and Northeasterly direction along said curve to the right having a central angle of 26 deg. 16 min. 24 sec., a radius of 567.00 feet, and an arc length of 260.00 feet to a point for corner;

North 26 deg. 16 min. 24 sec. East a distance of 165.47 feet to a point for corner;

North 63 deg. 43 min. 36 sec. West a distance of 13.01 feet to a point for corner at the beginning of a tangent curve to the right whose chord bears North 31 deg. 50 min. 25

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

sec. West, 493.38 feet;

In a Northwesterly and Northerly direction along said curve to the right having a central angle of 63 deg. 46 min. 23 sec., a radius of 467.00 feet, and an arc length of 519.80 feet to a point for corner;

North 00 deg. 02 min. 47 sec. East a distance of 21.15 feet to a point for corner, said point being in the northerly line of said Belmont 407 LLC tract;

THENCE South 89 deg. 57 min. 13 sec. East, following the northerly line of said Belmont 407 LLC tract, a distance of 363.98 feet to a point for corner;

THENCE South 02 deg. 03 min. 14 sec. East, departing the northerly line of said Belmont 407 LLC tract, a distance of 1611.05 feet to a point for corner, said point being in the northerly line of said Mary Schluter tract;

THENCE North 88 deg. 59 min. 39 sec. West, following the northerly line of said Mary Schluter tract, a distance of 275.78 feet to the **POINT OF BEGINNING** and containing **9.528 acres** of land, more or less.

TOTAL LAND AREA within Tract "1" equals 673.24 acres in Denton County, Texas.

TRACT "2"

BEING a 182.68 acre parcel or tract of land situated in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas, being all of those tracts of land described to Belmont 407, LLC, a Delaware limited liability company by deeds recorded in County Clerk's File Numbers 2012-130827, 2012-145967 (re-recorded in 2013-2813) and 2012-145968 (re-recorded in 2013-2814), Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at the Southwesterly corner of a parcel or tract of land described to Belmont Fresh Water Supply District No. 1 of Denton County by District Information Form recorded in County Clerk's File Number 2007-119394, Official Public Records, Denton County, Texas;

THENCE South 00 Deg. 25 Min. 59 Sec. East, departing the Southerly line of said Belmont Fresh Water Supply District No. 1 of Denton County tract, a distance of 460.67 feet to the **POINT OF BEGINNING**, said point being in the Northerly line of F.M. Highway 407 (a variable width right-of-way);

THENCE following the Southerly line of said Belmont 407, LLC tract recorded in County Clerk's File Number 2012-145967 (re-recorded in 2013-2813), O.P.R.D.C.T. and the Northerly right-of-way line of said F.M. Highway 407 the following bearings and distances:

North 88 Deg. 37 Min. 19 Sec. West a distance of 82.54 feet to a point for corner;

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

North 88 Deg. 11 Min. 19 Sec. West a distance of 100.00 feet to a point for corner;

North 87 Deg. 58 Min. 19 Sec. West a distance of 100.00 feet to a point for corner;

North 88 Deg. 49 Min. 19 Sec. West a distance of 100.00 feet to a point for corner;

South 89 Deg. 59 Min. 23 Sec. West a distance of 601.38 feet to a point for corner;

South 89 Deg. 46 Min. 56 Sec. West a distance of 516.96 feet to a point for corner;

THENCE departing the Northerly line of said F.M. Highway 407, following the Westerly lines of said Belmont 407, LLC tracts described in County Clerk's File Numbers 2012-130827, 2012-145967 (re-recorded in 2013-2813), O.P.R.D.C.T. the following bearings and distances:

North 00 Deg. 33 Min. 33 Sec. West a distance of 1695.85 feet to a point for corner;

North 00 Deg. 39 Min. 12 Sec. West a distance of 994.54 feet to a point for corner;

North 00 Deg. 25 Min. 15 Sec. West a distance of 897.66 feet to a point for corner;

North 89 Deg. 43 Min. 18 Sec. West a distance of 199.35 feet to a point for corner;

North 00 Deg. 05 Min. 55 Sec. East a distance of 1926.75 feet to a point for corner in the Southerly line of said parcel or tract of land described to Belmont Fresh Water Supply District No. 1 of Denton County;

THENCE following the Southerly and Easterly lines of said tract described to Belmont Fresh Water Supply District No. 1 of Denton County the following bearings and distances:

THENCE South 89 Deg. 53 Min. 11 Sec. East a distance of 1435.14 feet to a point for corner;

THENCE South 00 Deg. 27 Min. 52 Sec. East a distance of 941.22 feet to a point for corner;

THENCE South 00 Deg. 33 Min. 01 Sec. East a distance of 1879.88 feet to a point for corner;

THENCE North 89 Deg. 52 Min. 33 Sec. East a distance of 249.99 feet to a point for corner;

THENCE South 00 Deg. 25 Min. 59 Sec. East, passing the **POINT OF COMMENCING** at a distance of 2240.39, in all a total distance of 2701.06 feet to the **POINT OF BEGINNING** and containing **182.68 acres** of land within Tract "2", more or less.

TOTAL LAND AREA within Tracts "1" and "2" equals 855.92 acres in Denton County, Texas.

EXHIBIT "B"

Belmont Fresh Water Supply
District No. 1 of Denton County
855.92 Acres – Tracts "1" thru "2"

Patrick Rock Survey
Abstract No. 1063

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared".

"BELMONT EX-CLUDED TRACT"
20.39 Acres

BEING a 20.39 acre tract of land situated in the Patrick Rock League and Labor Survey, Abstract Number 1063, Denton County, Texas, being all of those tracts of land described to Belmont 407, LLC, a Delaware limited liability company by deeds recorded in County Clerk's File Numbers 2012-130827, 2012-145967 (re-recorded in 2013-2813) and 2012-145968 (re-recorded in 2013-2814), Official Public Records, Denton County, Texas (O.P.R.D.C.T.) and being more particularly described by metes and bounds as follows:

COMMENCING at the southwesterly corner of a tract of land described to Belmont Fresh Water Supply District No. 1 of Denton County by District Information Form recorded in Instrument No. 2007-119394, D.R.D.C.T.;

THENCE North 89 Deg. 33 Min. 11 Sec. East, along the southerly line of said Belmont Fresh Water Supply District No. 1 of Denton County tract, a distance of 1567.89 feet to a point for corner on the west right-of-way line of Prairie Mound Cemetery Road;

THENCE North 00 Deg. 28 Min. 21 Sec. West, along the west right-of-way line of said Prairie Mound Cemetery Road, a distance of 317.11 feet to the **POINT OF BEGINNING**,

THENCE North 00 Deg. 28 Min. 21 Sec. West, along the west right-of-way line of said Prairie Mound Cemetery Road a distance of 1922.48 feet to a point for corner;

THENCE North 89 Deg. 36 Min. 41 Sec. East, a distance of 608.91 feet to a point for corner;

THENCE South 00 Deg. 10 Min. 06 Sec. West, a distance of 791.40 feet to a point for the beginning of a tangent curve to the right;

THENCE along said tangent curve to the right having a central angle of 31 Deg. 21 Min. 04 Sec. a radius of 1050.00 feet, a chord bearing and distance of South 18 Deg. 41 Min. 48 Sec. West- 567.47 feet, and an arc distance of 574.61 feet to a point for corner;

THENCE South 34 Deg. 22 Min. 27 Sec. West, a distance of 724.08 feet to the **POINT OF BEGINNING** and containing **20.39 acres** of land, more or less.

"This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the political subdivision for which it was prepared".



FIELD NOTES
THOMPSON TRACT

BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of a called 177.50 acre tract of land described in deed to Paula Kay Thompson, Roger Leslie Thompson and Don Thompson as recorded in Instrument No. 2009-147653 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), also being part of a called 3.00 acre tract of land described in deed to Roger Leslie Thompson as recorded in Instrument No. 2005-161679, P.P.R.D.C.T., and being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found for the most westerly southwest corner of Tract 2 as described in deed to Belmont 407, LLC, recorded in Instrument No. 2012-130827, R.P.R.D.C.T., also being in the north line of a 10.992 acre tract of land described in deed to Richard Farris, as recorded in Instrument No. 2009-143980, D.R.D.C.T.;

THENCE North 89 Degrees 46 Minutes 14 Seconds West, along the north line of said 10.992 acre tract, a distance of 307.38 feet to 1/2" iron rod found for corner;

THENCE North 88 Degrees 08 Minutes 31 Seconds West, along the north line of said 10.992 acre tract, a distance of 67.93 feet to a 5/8" capped iron rod found for corner at the northwest corner of said 10.992 acre tract;

THENCE over said 177.50 acre tract, the following courses:

North 00 Degrees 24 Minutes 34 Seconds West, a distance of 211.59 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set for corner;

South 89 Degrees 58 Minutes 34 Seconds West, a distance of 997.43 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set for corner in the east line of a called 98 acre tract as described in deed to Samuel Lewis Brown Revocable Living Trust, recorded in Instrument No. 2014-89947, D.R.D.C.T.;

THENCE North 00 Degrees 01 Minutes 26 Seconds West, along the west line of said 177.50 acre tract, a distance of 1715.18 feet to a fence post for corner;

THENCE South 89 Degrees 52 Minutes 56 Seconds East, along the north line of said 177.50 acre tract, a distance of 1378.63 feet to a 5/8 inch capped iron rod found for corner at the northwest corner of said Tract 2;

THENCE South 00 Degrees 06 Minutes 35 Seconds West, along the west line of said Tract 2, a distance of 554.84 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set;

THENCE over said 177.50 acre tract, the following courses:

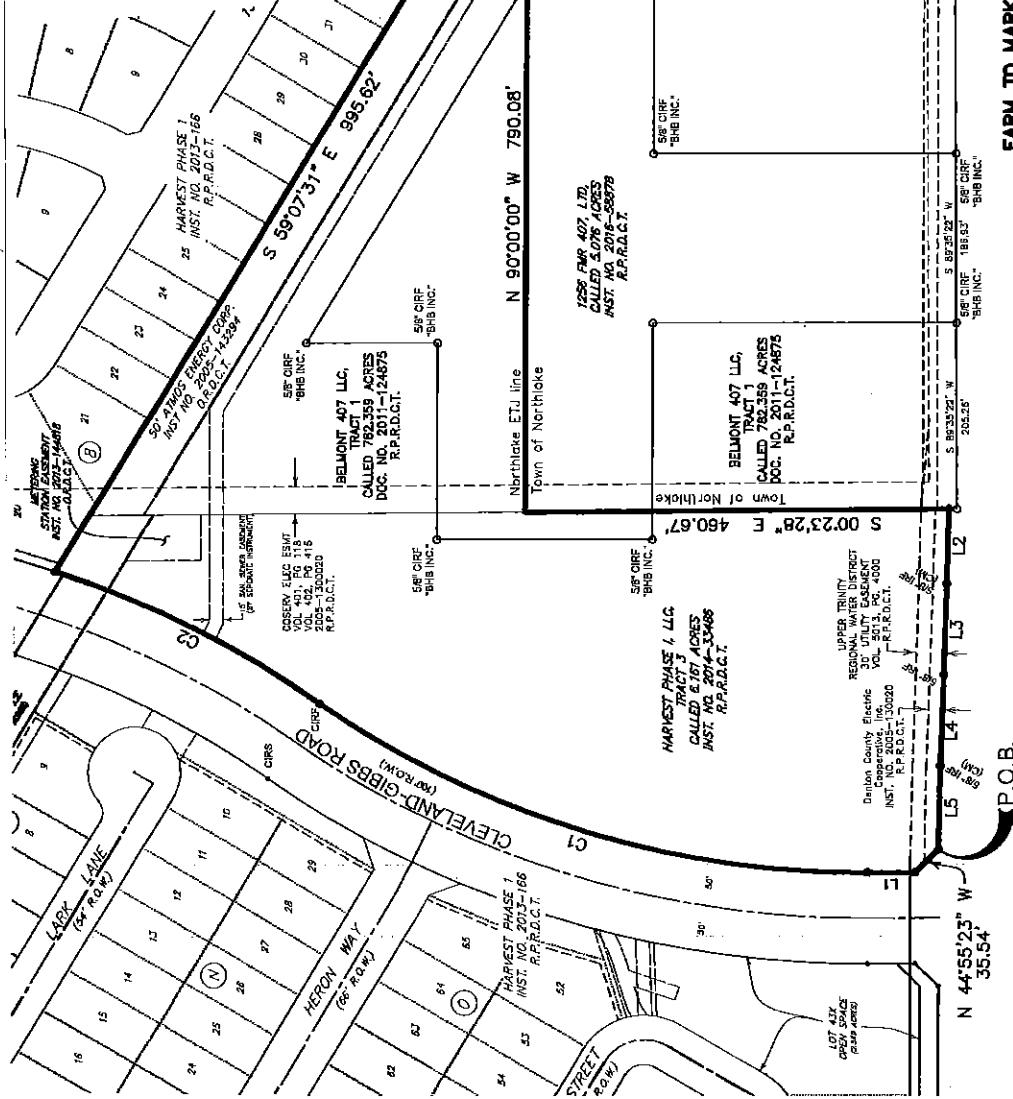
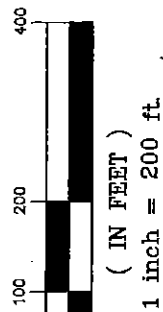
North 89 Degrees 53 Minutes 25 Seconds West, a distance of 570.00 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set;

South 00 Degrees 06 Minutes 35 Seconds West, a distance of 917.10 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set for corner;

South 89 Degrees 53 Minutes 25 Seconds East, a distance of 570.00 feet to a 5/8 iron rod with yellow cap stamped "Cotton Surveying" set for corner in the west line of the aforesaid Tract 2;

THENCE South 00 Degrees 06 Minutes 35 Seconds West, along the west line of said Tract 2, a distance of 455.00 feet to the **POINT OF BEGINNING**, containing 1,916,641 square feet or 44.000 acres of land more or less.

LINE	BEARING	DISTANCE
L1	N 00°13'34" W	52.59'
L2	N 88°36'39" W	81.89'
L3	N 88°10'39" W	100.00'
L4	N 87°57'39" W	100.00'
L5	N 88°48'39" W	92.03'



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	1030.00'	632.70'	622.80'	N 17°22'18" E	35°11'43"	326.69'
C2	1130.00'	324.50'	323.38'	N 26°44'33" E	16°27'12"	163.37'

LEGEND

ENGINEER / SURVEYOR:



JONES CARTER

Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024

972.488.3880
Texas Board of Professional Land Surveying Registration No. 100481-03

DEED RECORDS DENTON
COUNTY, TEXAS
DENTON COUNTY, TEXAS
POINT OF BEGINNING
POINT OF COMMENCING
CONTROL MONUMENT
IRON ROD FOUND

FARM TO MARKET 407
(VARIABLE WIDTH R.O.W.)

EXHIBIT
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

HARVEST TRACT

BEING 10.463 ACRES

OUT OF THE

PATRICK ROCK SURVEY, ABSTRACT NO. 1063
TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

EXHIBIT "D"

BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 HARVEST TRACT

BEING a 10.463 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of a called 782.359 acre tract of land described in deed to Belmont 407, LLC., as recorded in Instrument No. 2011-124875, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and part of a called 6.161 acre tract of land described in deed to Harvest Phase I, LLC, as recorded in Instrument No. 2014-33486, R.P.R.D.C.T., also being part of a called 5.076 acre tract of land as described in deed to 1256 FWR 407, LTD. as recorded in Instrument No. 2016-58878, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" set at the southwest corner of said 6.161 acre tract and being in the north line of Farm to Market Road 407 (variable width right-of-way) also the east line of Cleveland-Gibbs Road (100' R.O.W.) according to the Final Plat of Harvest Phase 1, an addition to the Town of Northlake, recorded in Instrument No. 2013-166, R.P.R.D.C.T.;

THENCE along the east line of said Cleveland-Gibbs Road, the following courses:

North 44 Degrees 55 Minutes 23 Seconds West, along a corner clip, a distance of 35.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 13 Minutes 34 Seconds West, along said common line, a distance of 52.59 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 35 Degrees 11 Minutes 43 Seconds, a radius of 1030.00 feet, an arc distance of 632.70 feet and a chord bearing and distance of North 17 Degrees 22 Minutes 18 Seconds East, 622.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the left;

Northeasterly, along said reverse curve to the left having a central angle of 16 Degrees 27 Minutes 12 Seconds, a radius of 1130.00 feet, an arc distance of 324.50 feet and a chord bearing and distance of North 26 Degrees 44 Minutes 33 Seconds East, 323.38 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the southwest corner of Lot 2X, Block 8, of said Harvest Phase 1, and the north line of a 50 feet wide Lone Star Gas Company Easement as recorded in Instrument No. 2005-143294, R.P.R.D.C.T.;

THENCE South 59 Degrees 07 Minutes 31 Seconds East, departing the west line of Cleveland-Gibbs Road along the northerly line of Lone Star Gas easement and the south line of said Block 8, a distance of 995.62 feet to a point for corner;

THENCE, North 90 Degrees 00 Minutes 00 Seconds West, over and across a said 5.076 acre tract and said 782.359 acre tract, a distance of 790.08 feet to a point for corner in the east line of said 6.161 acre tract;

THENCE South 00 Degrees 23 Minutes 28 Seconds East, a distance of 460.67 feet to a 5/8" iron rod found for corner in the north line of said Farm to Market Road 407;

THENCE along the north line of said Farm to Market Road 407 and the south line of said 6.161 acre Harvest Phase I, LLC tract, the following courses:

North 88 Degrees 36 Minutes 39 Seconds West, a distance of 81.89 feet to a 5/8" iron rod with cap found for corner;

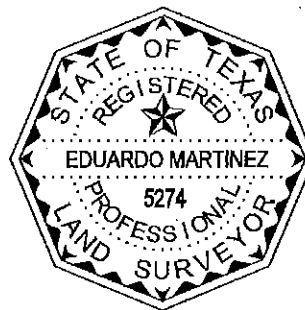
North 88 Degrees 10 Minutes 39 Seconds West, a distance of 100.00 feet to a 5/8" iron rod with cap found for corner;

North 87 Degrees 57 Minutes 39 Seconds West, a distance of 100.00 feet to a 5/8" iron rod with cap found for corner;

North 88 Degrees 48 Minutes 39 Seconds West, a distance of 92.03 feet to the **POINT OF BEGINNING** and containing 455,763 square feet or 10.463 acres of land more or less.

Bearing are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.

 11/8/2016
Eduardo Martinez
Registered Professional Land Surveyor No. 5274
JONES | CARTER
Telephone 972-488-3880 Ext. 7177
Texas Board of Professional Land Surveying
Registration No. 100461-03



**TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 16-1208D**

AN ORDINANCE PROVIDING FOR THE ANNEXATION FOR LIMITED PURPOSES PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 43.0751 OF A TERRITORY LOCATED IN THE BELMONT FRESHWATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY AND MORE SPECIFICALLY DESCRIBED HEREIN, GENERALLY COMPRISING APPROXIMATELY 10.463 ACRES LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, Section 43.0751 of the Texas Local Government Code permits a municipality to annex for limited purposes property located within the Belmont Freshwater Supply District No. 1 of Denton County (the “District”) after the municipality has adopted a strategic partnership agreement between the Town and the District that provides for such limited purpose annexation; and

WHEREAS, Section 43.0751 of the Texas Local Government Code contains certain requirements that must be met by the Town and the District before the Town is permitted to annex property for limited purposes; and

WHEREAS, the Town and the District have approved and adopted a Strategic Partnership Agreement pursuant to Section 43.0751 that provides for the terms of the Town’s annexation of certain property for limited purposes;

WHEREAS, the Northlake Town Council held public hearings to hear arguments for or against the Strategic Partnership Agreement on November 10, 2016 and December 8, 2016 and the Town Council approved and adopted the Strategic Partnership Agreement on December 8, 2016; and

WHEREAS, the Strategic Partnership Agreement concerning the hereinafter described property provides for the terms of the limited purpose annexation and the Town has complied with said terms; and

WHEREAS, all requirements of the law have been met for this annexation for limited purposes pursuant to Section 43.0751 of the Texas Local Government Code, and the Town Council has determined that it is in the best interest of the health, safety, and general welfare of the Town’s citizens to annex such property for the limited purposes as set out in the Strategic Partnership Agreement.

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

**SECTION 1.
ANNEXATION FOR LIMITED PURPOSES**

All of the territory described herein is, for the limited purposes outlined in the Strategic Partnership Agreement attached hereto as Exhibit "A," annexed into the Town, to wit: A 10.463 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 (the "Limited Purpose Property") more particularly described in Exhibit "B" and depicted in Exhibit "C" attached hereto and incorporated herein, for all purposes.

**SECTION 2.
STRATEGIC PARTNERSHIP AGREEMENT**

The Strategic Partnership Agreement attached hereto as Exhibit "A" shall govern the annexation of the Limited Purpose Property in all respects.

**SECTION 3.
FILING CERTIFIED COPY**

The Town Secretary is directed to file or cause to file the certified copy of this Ordinance including the attached exhibits in the office of the County Clerk of Denton County, Texas pursuant to Section 43.0751 of the Texas Local Government Code.

**SECTION 4.
CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 5.
SEVERABILITY CLAUSE**

If any section, sentence, phrase, paragraph or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph, or provision of any other ordinance of the town. The town council declares that it would have adopted the valid portion and applications of this ordinance and would have annexed and does hereby annex the valid property without the invalid part, and to this end the provisions of the ordinance are declared to be severable.

**SECTION 6.
EFFECTIVE DATE**

This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED ON THIS THE 8th DAY OF DECEMBER, 2016.

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**STRATEGIC PARTNERSHIP AGREEMENT BETWEEN
THE TOWN OF NORTHLAKE, TEXAS, AND
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY**

THE STATE OF TEXAS	§	
	§	KNOW ALL BY THESE PRESENTS:
COUNTY OF DENTON	§	

This Strategic Partnership Agreement ("Agreement") is entered into by and between the Town of Northlake, Texas, a Type B general law municipal corporation ("Town"), acting herein by and through Peter Dewing, its duly authorized Town Mayor, and Belmont Fresh Water Supply District No. 1 of Denton County ("District"), acting by and through its duly authorized Board of Supervisors, and under the authority of Section 43.0751 of the Texas Local Government Code ("Local Government Code").

RECITALS

WHEREAS, the Town is a Type A general law municipal corporation created and existing under the laws of the State of Texas and situated in Denton County, Texas; and

WHEREAS, the District is a fresh water supply corporation created under and subject to the authority, conditions, and restrictions of Article III, Section 52 and Article XVI, Section 59 of the Texas Constitution and operating pursuant to Chapters 49 and 53, Texas Water Code, as amended; and

WHEREAS, the Town and the District are individually referred to as a "Party" and collectively as the "Parties"; and

WHEREAS, prior to entering into the Third Amended and Restated Development Agreement, as amended (the "Development Agreement"), and consenting to the creation of the District, the Town disannexed 932 acres, more or less, of property in contemplation of the District agreeing to the limited purpose annexation for the sole and limited purpose for the Town to impose its sales and use tax within the boundaries of a certain retail area within the District as contemplated by this Agreement; and

WHEREAS, Local Government Code, Section 43.0751 (the "Act"), authorizes the Town and the District to negotiate and enter into a strategic partnership agreement providing for the limited purpose annexation by mutual consent; and

WHEREAS, the District encompasses approximately 876 acres, more or less, located within the extraterritorial jurisdiction of the Town as depicted on Exhibit A and more fully described on Exhibit B attached to this Agreement (the "Development"); and

WHEREAS, certain areas within the Development may be developed for commercial uses; and

WHEREAS, the Parties are negotiating amendments to the Development Agreement regarding other matters benefiting the District; and

WHEREAS, pursuant to the Development Agreement and subject to the terms and conditions of this Agreement, the District has agreed to enter into this Agreement for the Town to annex commercial use areas of the Development for the sole and exclusive purpose of imposing and collecting sales and use taxes within such areas; and

WHEREAS, to facilitate the limited purpose annexation by the Town of the commercial use areas of the Development, Hillwood Enterprises (“Owner”) submitted to the Town a petition requesting and consenting to the limited purpose annexation of the portion of the Development depicted on Exhibit C and described on Exhibit D attached to this Agreement (the “Limited Purpose Property”); and

WHEREAS, pursuant to the Act and the Owner’s petition for limited purpose annexation, the Parties desire to enter into this Agreement to accomplish the annexation by the Town of the Limited Purpose Property for the sole and exclusive purpose of imposing and collecting sales and use taxes within the commercial use areas of the Limited Purpose Property; and

WHEREAS, the District provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the board of supervisors of the District (the “Board”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence regarding this Agreement were given the opportunity to do so; and

WHEREAS, the Board approved and adopted this Agreement on November 30, 2016, in open session at a meeting held in accordance with all applicable laws; and

WHEREAS, the Town provided notice of two public hearings in accordance with all applicable laws; and

WHEREAS, the Town Council of the Town (the “Town Council”) conducted two public hearings in accordance with all applicable laws at which members of the public who wished to present testimony or evidence were given the opportunity to do so; and

WHEREAS, the Town Council approved and adopted this Agreement on _____, 2016, in open session in accordance with all applicable laws, which approval and adoption occurred after the Board approved and adopted this Agreement; and

WHEREAS, all notices, hearings and other procedural requirements imposed by law for the adoption of this Agreement have been met; and

WHEREAS, in accordance with the requirements of Subsection (p)(1) of the Act, this Agreement does not require the District to provide revenue to the Town solely for the purpose of obtaining an agreement with the Town to forego annexation of the District; and

WHEREAS, in accordance with the requirements of Subsection (p)(2) of the Act, this Agreement provides benefits for the Town and the District that are reasonable and equitable.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained in this Agreement, and other good and valuable consideration, the Town and District agree as follows:

ARTICLE I **RECITALS**

The recitals set forth above are true and correct and are incorporated herein and made a part hereof as findings for all purposes.

ARTICLE II

ADOPTION OF AGREEMENT AND LIMITED-PURPOSE ANNEXATION OF LIMITED PURPOSE PROPERTY

2.01 Public Hearings. District and the Town acknowledge and agree that prior to the execution of this Agreement, the governing bodies of District and the Town have conducted public hearings for the purpose of considering the adoption of this Agreement and that such hearings were noticed and conducted in accordance with the terms of the Act, this Agreement, Chapter 551 of the Texas Government Code, Chapter 49, Texas Water Code, as applicable.

2.02 Effective Date. Pursuant to Subsection (c) of the Act, this Agreement took effect on _____, the date of adoption of this Agreement by the Town, the District having adopted the Agreement on November 30, 2016.

2.03 Filing in Property Records. The Town shall file this Agreement in the Real Property Records of Denton County, Texas.

2.04 Limited Purpose Annexation of the Limited Purpose Property. The Parties agree that the Town may annex the Limited Purpose Property for the sole and limited purpose of collecting sales and use taxes authorized by Chapter 321 of the Texas Tax Code (the "Tax Code") to be imposed by the Town on sales consummated within the Limited Purpose Property. The District acknowledges and agrees that the Town Council may adopt a limited purpose annexation ordinance applicable to the Limited Purpose Property at a meeting conducted in accordance with Chapter 551 of the Texas Government Code and that no further notices, hearings, or other procedures shall be required to adopt such limited purpose annexation ordinance. The

Town may commence limited purpose annexation of the Limited Purpose Property upon the Effective Date.

2.05 Property Taxes and District Liability for Debts of the Town. During the Term (as defined in Section 6.02) of this Agreement: (i) neither the District nor any owners of taxable property within the District is liable for any present or future debts of the Town, and (ii) current and future ad valorem taxes levied by the Town will not be levied on taxable property within the District.

2.06 Limited District. The District is not a limited district as defined in Subsection (a)(2) of the Act.

2.07. Powers and Functions Retained by the District. This Agreement does not limit in any manner the rights, powers, functions, and authority of the District.

2.08 Limited Purpose Annexation of Additional Commercial Property. In the event the location of proposed commercial development within the District is changed or additional property within the District designated for commercial development is added ("Additional Commercial Property"), the Town Council may annex the Additional Commercial Property for the limited purpose of collecting Sales and Use Tax Revenues within the Additional Commercial Property pursuant to Subsection (k) of the Act. District acknowledges that the Town Council may adopt one or more limited purpose annexation ordinances at one or more meetings conducted in accordance with Chapter 551 of the Government Code and further acknowledges that no additional notices, hearings, or other procedures are required by law to approve such limited purpose annexations. The Town may annex any portion of the Additional Commercial Property at any time after Owner submits a final plat for such property to the Town.

2.09 Connections to the Town Limits. District consents to the limited purpose annexation of portions of the Property in the minimum width needed to connect the Limited Purpose Property or the Additional Commercial Property to the Town limits.

2.10 CONSENT TO LIMITED PURPOSE ANNEXATION. DISTRICT, ON BEHALF OF ALL PRESENT AND FUTURE OWNERS OF LAND WITHIN DISTRICT'S BOUNDARIES, HEREBY REQUESTS THAT THE TOWN ANNEX THE ANNEXATION TRACT FOR LIMITED PURPOSES AS PROVIDED FOR IN THIS AGREEMENT. DISTRICT IRREVOCABLY CONSENTS TO SUCH ANNEXATION AND TO THE EXERCISE OF THE SUCH POLICE POWERS AS MAY BE PROVIDED FOR IN THIS AGREEMENT WITHIN THE AREA ANNEXED. SUCH CONSENT SHALL BIND DISTRICT AND EACH OWNER AND FUTURE OWNER OF LAND WITHIN DISTRICT'S BOUNDARIES.

ARTICLE III

VOTING RIGHTS IN THE DISTRICT

3.01 Generally. Upon annexation of Limited Purpose Property for limited purposes by the Town, any qualified voters within Limited Purpose Property may vote in Town elections, pursuant to Local Government Code §43.130. Voting rights are subject to all state and federal laws and regulations.

3.02 Notice. The Town will comply with all the notice requirements as set forth in §43.130 of the Local Government Code, as it now exists or hereafter amended.

ARTICLE IV

TAX RIGHTS

4.01 Collection of Sales and Use Tax Revenues. The Town may impose a sales and use tax within the Limited Purpose Property pursuant to Subsection (k) of the Act. The sales and use tax may be imposed on all eligible commercial activities at the rate allowed under the Tax Code. Collection of Sales and Use Tax Revenues (the "Sales and Use Tax Revenues") shall take effect on the date described in Section 321.102 of the Tax Code.

4.02 Use of Sales and Use Tax Revenues. The City may use the Sales and Use Tax Revenues for any lawful purpose.

In return for the benefits received by the City pursuant to this Agreement and the Development Agreement, the City agrees to use a portion of the Sales and Use Tax Revenues collected for the purpose of promoting economic development and stimulating business and commercial activity within the Limited Purpose Property and, to the extent permitted by law, within the District.

4.03 Notification of Comptroller. The Town shall send notice of this Agreement, together with other required documentation, to the Comptroller in the manner provided by Tax Code, Section 321.102, after the Town Council annexes the Limited Purpose Property for limited purposes.

4.04 District Tax Right. The District shall be entitled to collect 100% of the revenue from ad valorem taxes imposed on property located within the Limited Purpose Property and may use said revenues for any purpose for which the District is lawfully authorized to use its ad valorem tax revenues or other revenues collected from property located wholly within the District.

ARTICLE V

BREACH, NOTICE, AND REMEDIES

5.01 Notification of Breach. If a Party to this Agreement believes that another Party has committed a breach of this Agreement, the non-breaching Party shall give Notice to the breaching Party that describes the breach in detail.

5.02 Cure of Breach. The breaching Party shall commence curing such breach within fourteen (14) calendar days after receipt of Notice of the breach and shall complete the cure within fourteen (14) calendar days from the date of commencement of the cure; however, if the breach is not reasonably susceptible to cure by the breaching Party within such fourteen (14) day period, the non-breaching Party shall not bring any action so long as the breaching Party has commenced to cure the default within such fourteen (14) day period and diligently completes the work within a reasonable time without unreasonable cessation of the work.

5.03 Remedies for Breach. If the breaching Party does not substantially cure such breach within the stated period of time, the non-breaching Party may, in its sole discretion, and without prejudice to any other right under this Agreement, law, or equity, 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; provided, however, the non-breaching Party shall not be entitled to terminate this Agreement. The Parties specifically waive any right that they have or in the future may have to terminate this Agreement. Damages, if any, to which any non-breaching Party may be entitled shall be limited to actual damages and shall not include special or consequential damages. In addition, the prevailing party in any such action shall be entitled to reasonable attorney's fees and costs of litigation as determined in a final, non-appealable order in a court of competent jurisdiction.

ARTICLE VI

BINDING AGREEMENT, TERM, AND AMENDMENT

6.01 Beneficiaries. This Agreement binds and inures to the benefit of the Parties, their successors and assigns.

The District shall record this Agreement with the County Clerk in the Official Records of Denton County, Texas. This Agreement binds each owner and each future owner of land included within the District's boundaries in accordance with Subsection (c) of the Act.

6.02 Term. This Agreement commences on the Effective Date and continues until the Town annexes the Limited Purpose Property for full purposes in accordance with the Development Agreement, as amended. This Agreement shall immediately terminate upon the Town's action to annex the Limited Purpose Property for full purposes.

6.03 Amendment. The Parties by mutual written consent may amend the terms of this Agreement at any time. Any amendment to this Agreement shall be recorded within seven (7) days of the execution of the amendment with Denton County.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01 Notices. Any notices, certifications, approvals, or other communications (a "Notice") required to be given by one Party to another under this Agreement shall be given in writing addressed to the Party to be notified at the address set forth below and shall be deemed given: (i) when the Notice is delivered in person to the person to whose attention the Notice is addressed; (ii) 10 business days after the Notice is deposited in the United States Mail, certified or registered mail, return receipt requested, postage prepaid; (iii) when the Notice is delivered by Federal Express, UPS, or another nationally recognized courier service with evidence of delivery signed by any person at the delivery address; or (iv) 10 business days after the Notice is sent by FAX (with electronic confirmation by the sending FAX machine) with a confirming copy sent by United States mail within 48 hours after the FAX is sent. If any date or period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the Notice shall be extended to the first business day following the Saturday, Sunday, or legal holiday. For the purpose of giving any Notice, the addresses of the Parties are set forth below. The Parties may change the information set forth below by sending Notice of such change to the other Party as provided in this Section 7.01.

Northlake

Mayor Peter Dewing
Town of Northlake
1400 FM 407
Northlake, Texas 76247
940-648-3290

Belmont Fresh Water Supply District No. 1

President, Board of Supervisors
Belmont FWSD #1 of Denton County
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite #1100
Dallas, Texas 75230
214-981-9090

7.02 No Waiver. Any failure by a Party to insist upon strict performance by the other Party of any 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 of the 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 purpose 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.

7.03 Governing Law and Venue. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, as they apply to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in Denton County, Texas and hereby

submit to the jurisdiction of the courts of Denton County, Texas and hereby agree that any such court shall be a proper forum for the determination of any dispute arising hereunder.

7.04 Authority to Execute. The Town represents and warrants to the District that the execution of this Agreement has been duly authorized by the Town Council and that the person executing this Agreement on behalf of the Town has been duly authorized to do so by the Town Council. The District represents and warrants to the Town that the execution of this Agreement has been duly authorized by the Board and that the person executing this Agreement on behalf of the District has been duly authorized to do so by the Board.

7.05 Severability. The provisions of this Agreement are severable and, in the event any word, phrase, clause, sentence, paragraph, section, or other provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held or determined to be invalid, illegal, or unenforceable for any reason, and the extent of such invalidity or unenforceability does not cause substantial deviation from the underlying intent of the Parties as expressed in this Agreement, then such provision shall be deemed severed from this Agreement with respect to such person, entity or circumstance, without invalidating the remainder of this Agreement or the application of such provision to other persons, entities or circumstances, and a new provision shall be deemed substituted in lieu of the provision so severed which new provision shall, to the extent possible, accomplish the intent of the Parties as evidenced by the provision so severed.

7.06 Changes in State or Federal Laws. If any state or federal law changes so as to make it impossible for the Town or the District to perform its obligations under this Agreement, the parties will cooperate to amend this Agreement in such a manner that is most consistent with the original intent of this Agreement as legally possible.

7.07 Additional Documents and Acts. The Parties agree that at any time after execution of this Agreement, they will, upon request of the other Party, execute and/or exchange any other documents necessary to effectuate the terms of this Agreement and perform any further acts or things as the other Party may reasonably request to effectuate the terms of this Agreement.

7.08 Assignment. This Agreement shall not be assignable without the other Party's written consent. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective representatives, successors, and assigns as permitted by this Agreement.

7.09 Amendment. This Agreement may be amended only with the written consent of the Parties and with approval of the governing bodies of the Town and the District.

7.10 Interpretation. This Agreement has been negotiated by the Parties, each of which has been represented by counsel; consequently, the rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

7.11 No Third Party Beneficiaries. This Agreement is solely for the benefit of the Town and the District, and neither the Town nor the District intends by any provision of this Agreement

to create any rights in any third-party beneficiaries or to confer any benefit or enforceable rights under this Agreement or otherwise upon anyone other than the Town and the District.

7.12 Governmental Powers. Neither Party waives or surrenders any of its respective governmental powers, immunities or rights, except as specifically waived pursuant in this Section 7.12. Each Party waives its respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section 7.12 shall waive any claims, defenses or immunities that either Party has with respect to suits against them by persons or entities not a party to this Agreement. Nothing in this Agreement is intended to delegate or impair the performance by the Town of its governmental functions, and the Town waives any claim or defense that any provision of this Agreement is unenforceable on the grounds that it constitutes an impermissible delegation or impairment of the Town's performance of its governmental functions.

7.13 Incorporation of Exhibits by Reference. All exhibits attached to this Agreement are incorporated into this Agreement by reference for the purposes set forth herein, as follows:

Exhibit A	Depiction of the Development
Exhibit B	Legal Description of the Development
Exhibit C	Depiction of the Limited Purpose Property
Exhibit D	Legal Description of the Limited Purpose Property

7.14 Counterpart Originals. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original.

The Town of Northlake, Texas

By: _____

Date: _____

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.

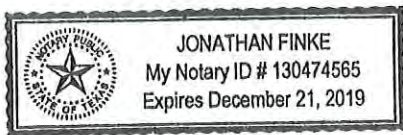
Notary Public, State of Texas

Belmont Fresh Water Supply District No. 1 of Denton County

By: _____
Title: PRESIDENT
Date: 11/30/2016

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me, on the 30th day of November 2016, by Matt Belet, president of the Board of Supervisors of Belmont Fresh Water Supply District No. 1 of Denton County, on behalf of said district.



[Signature]
Notary Public, State of Texas

EXHIBIT "B"

BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 HARVEST TRACT

BEING a 10.463 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of a called 782.359 acre tract of land described in deed to Belmont 407, LLC., as recorded in Instrument No. 2011-124875, of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and part of a called 6.161 acre tract of land described in deed to Harvest Phase I, LLC, as recorded in Instrument No. 2014-33486, R.P.R.D.C.T., also being part of a called 5.076 acre tract of land as described in deed to 1256 FWR 407, LTD. as recorded in Instrument No. 2016-58878, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" set at the southwest corner of said 6.161 acre tract and being in the north line of Farm to Market Road 407 (variable width right-of-way) also the east line of Cleveland-Gibbs Road (100' R.O.W.) according to the Final Plat of Harvest Phase 1, an addition to the Town of Northlake, recorded in Instrument No. 2013-166, R.P.R.D.C.T.;

THENCE along the east line of said Cleveland-Gibbs Road, the following courses:

North 44 Degrees 55 Minutes 23 Seconds West, along a corner clip, a distance of 35.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 13 Minutes 34 Seconds West, along said common line, a distance of 52.59 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 35 Degrees 11 Minutes 43 Seconds, a radius of 1030.00 feet, an arc distance of 632.70 feet and a chord bearing and distance of North 17 Degrees 22 Minutes 18 Seconds East, 622.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the left;

Northeasterly, along said reverse curve to the left having a central angle of 16 Degrees 27 Minutes 12 Seconds, a radius of 1130.00 feet, an arc distance of 324.50 feet and a chord bearing and distance of North 26 Degrees 44 Minutes 33 Seconds East, 323.38 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the southwest corner of Lot 2X, Block 8, of said Harvest Phase 1, and the north line of a 50 feet wide Lone Star Gas Company Easement as recorded in Instrument No. 2005-143294, R.P.R.D.C.T.;

THENCE South 59 Degrees 07 Minutes 31 Seconds East, departing the west line of Cleveland-Gibbs Road along the northerly line of Lone Star Gas easement and the south line of said Block 8, a distance of 995.62 feet to a point for corner;

EXHIBIT "B"

THENCE, North 90 Degrees 00 Minutes 00 Seconds West, over and across a said 5.076 acre tract and said 782.359 acre tract, a distance of 790.08 feet to a point for corner in the east line of said 6.161 acre tract;

THENCE South 00 Degrees 23 Minutes 28 Seconds East, a distance of 460.67 feet to a 5/8" iron rod found for corner in the north line of said Farm to Market Road 407;

THENCE along the north line of said Farm to Market Road 407 and the south line of said 6.161 acre Harvest Phase I, LLC tract, the following courses:

North 88 Degrees 36 Minutes 39 Seconds West, a distance of 81.89 feet to a 5/8" iron rod with cap found for corner;

North 88 Degrees 10 Minutes 39 Seconds West, a distance of 100.00 feet to a 5/8" iron rod with cap found for corner;

North 87 Degrees 57 Minutes 39 Seconds West, a distance of 100.00 feet to a 5/8" iron rod with cap found for corner;

North 88 Degrees 48 Minutes 39 Seconds West, a distance of 92.03 feet to the **POINT OF BEGINNING** and containing 455,763 square feet or 10.463 acres of land more or less.

Bearing are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.

Eduardo Martinez 11/8/2016

Eduardo Martinez

Registered Professional Land Surveyor No. 5274

JONES | CARTER

Telephone 972-488-3880 Ext. 7177

Texas Board of Professional Land Surveying

Registration No. 100461-03

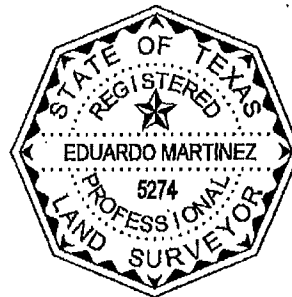
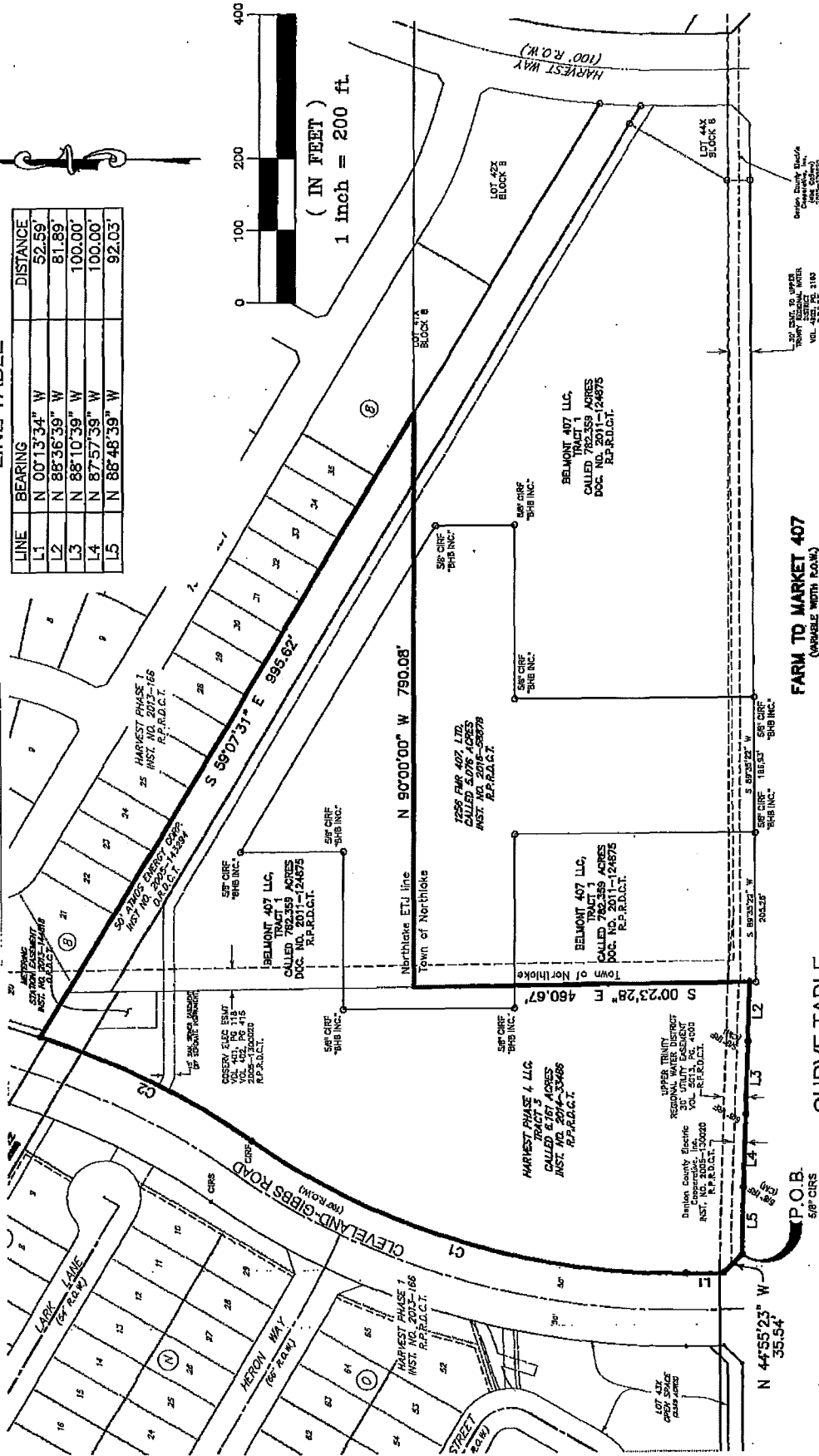
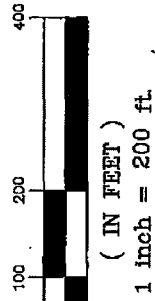


EXHIBIT "C"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°13'34" W	52.59'
L2	N 88°36'39" W	81.89'
L3	N 88°10'39" W	100.00'
L4	N 87°57'39" W	100.00'
L5	N 88°48'39" W	92.03'



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	1030.00'	632.70'	622.80'	N 17°22'18" E	35°11'43"	326.69'
C2	1130.00'	324.50'	323.38'	N 26°44'33" E	16°27'12"	163.37'

LEGEND

ENGINEER / SURVEYOR:
JONES CARTER
 Texas Board of Professional Engineers Registration No. F-439
 6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
 972.488.3680
 Texas Board of Professional Land Surveying Registration No. 100481-03

D.R.D.C.T.
 R.P.R.D.C.T.
 POC
 CM
 IRF

DEED RECORDS DENTON COUNTY, TEXAS
 REAL PROPERTY RECORDS DENTON COUNTY, TEXAS
 POINT OF BEGINNING
 CONTROL MONUMENT
 IRON ROD FOUND

EXHIBIT
 BELMONT FRESH WATER SUPPLY DISTRICT NO. 1
 HARVEST TRACT
 BEING 10.463 ACRES
 OUT OF THE
 PATRICK ROCK SURVEY, ABSTRACT NO. 1063
 TOWN OF NORTHLAKE,
 DENTON COUNTY, TEXAS

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 8, 2016
Re: Preliminary Plat for Town Commons (PP-16-006)

Purpose: To consider approval of a Preliminary Plat of Town Commons, a proposed commercial development consisting of 9 non-residential lots and 4 open space lots on a 21.762-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 between Cleveland-Gibbs Road and Harvest Way, with a portion in the extraterritorial jurisdiction (ETJ) of Northlake and part in the Town limits zoned Mixed-Use Planned Development (MPD).

Owners: Belmont 407, LLC & 1256 FMR, Ltd.

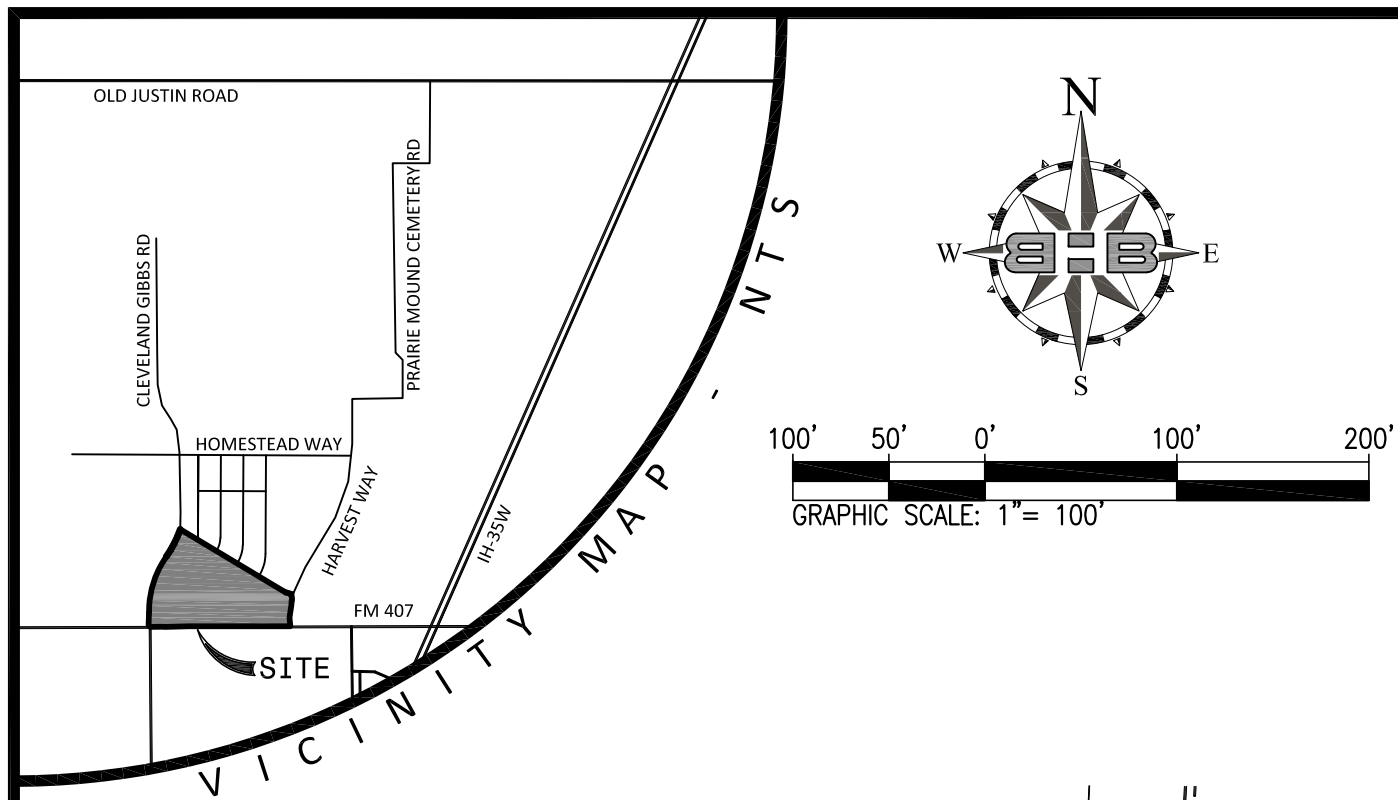
Applicants/Developers: Hillwood Communities & Office Equity Solutions

Engineer/Surveyor: Baird, Hampton & Brown

Background: This is the preliminary plat for much of the Commercial Tracts which are subject of the MPD amendment on this same agenda. The MPD was approved by the Northlake Town Council on April 12, 2012 with Ordinance No. 07-0412A, but it is was based on the original concept for the development then known as Belmont. Upon the partnership with Hillwood, the development was redesigned as Harvest, and the development grew with the addition of ETJ land just west of the rectangular tract. With the additional land, the redesign included plans for more commercial just north and west of the rectangular tract so that it would extend between Cleveland-Gibbs Road and Harvest Way, and the commercial development would extend to a gas pipeline easement on the north, creating a triangular site. Hillwood is working with Office Equity Solutions to develop this triangular site and now referring to it as Town Commons.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with the requirements of the Unified Development Code (UDC). A preliminary site development plan and utility plan were also submitted with the preliminary plat for review. Staff has reviewed these plans and finds them acceptable for approval with more detailed plans and review required prior to approval of any final plat.

Staff Findings: Staff finds the preliminary plat acceptable for approval as submitted.



SMH #698
RIM = 727.33'
FL NE= 714.58'
FL NW= 714.63'

SMH #699

12° P/C

12° P/C

RIM = 727.45'
FL NE = 710.95'

8° P/C

FL E = 710.85'
FL SW = 714.35'

SMH #1048
RIM = 709.24'
FL SE= 702.14'
FL NW= 702.24'

SMH #1131
RIM = 722.05'
Unable to open
for FL invert.
Ⓢ

SMH #1310
RIM =710.72'
FL NW=690.82'
FL SW=690.92'
FL SE=690.72'

8" PVC

S

8" PVC

8" PVC

SMH #1311
RIM = 710.34'
FL NW=695.19'
FL NE=695.24'
FL SE=695.09'

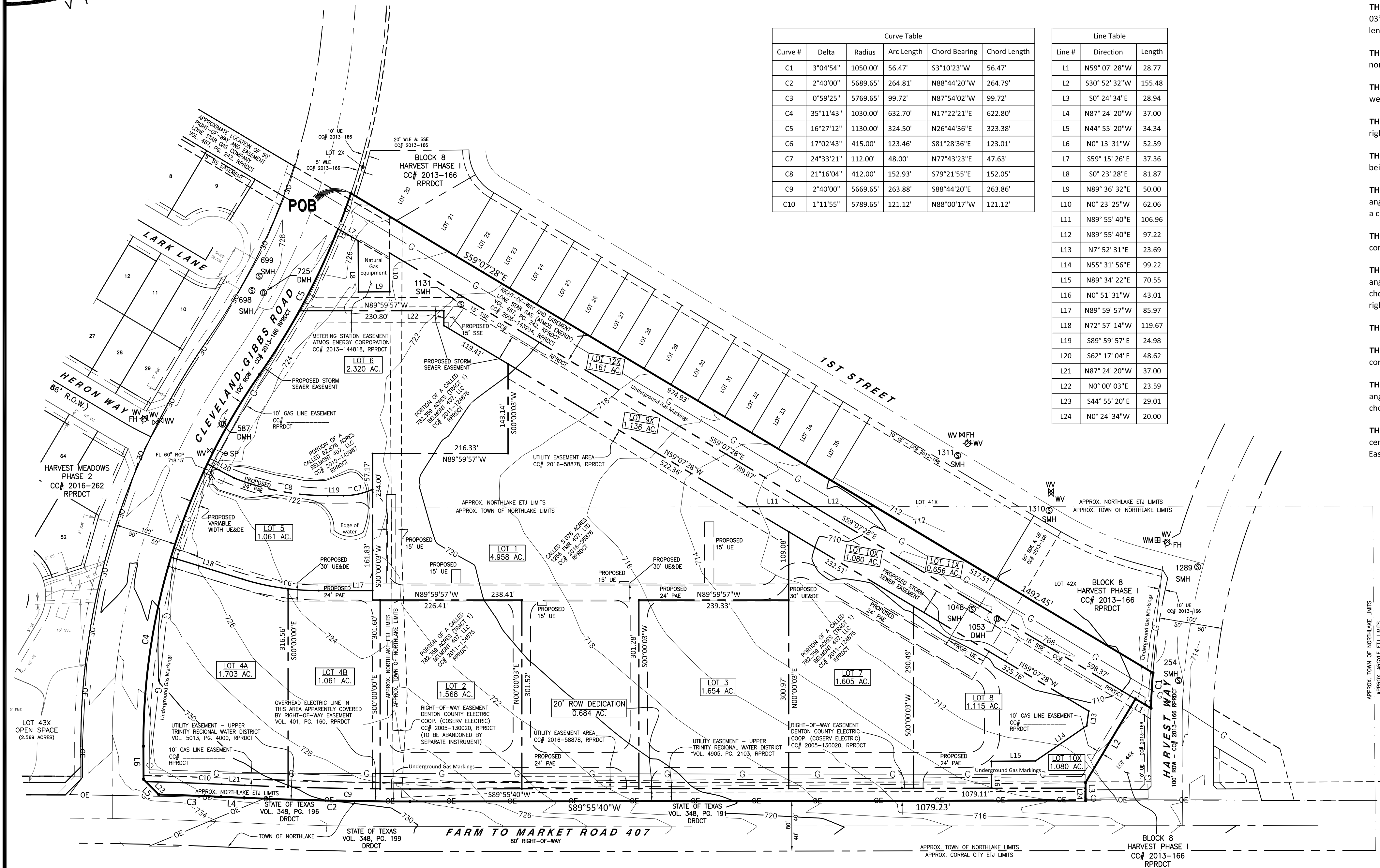
DMH #587
RIM = 726.49'
FL = 721.79'
24" RCP (D)

DMH #725
RIM = 727.67'
FL = 720.97'
48" RCP
48" RCP

DMH #1053
RIM = 707.76'
FL = 695.26'
ⓓ
Area Drain is
full of water.

Curve Table					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Chord Length
C1	3°04'54"	1050.00'	56.47'	S3°10'23"W	56.47'
C2	2°40'00"	5689.65'	264.81'	N88°44'20"W	264.79'
C3	0°59'25"	5769.65'	99.72'	N87°54'02"W	99.72'
C4	35°11'43"	1030.00'	632.70'	N17°22'21"E	622.80'
C5	16°27'12"	1130.00'	324.50'	N26°44'36"E	323.38'
C6	17°02'43"	415.00'	123.46'	S81°28'36"E	123.01'
C7	24°33'21"	112.00'	48.00'	N77°43'23"E	47.63'
C8	21°16'04"	412.00'	152.93'	S79°21'55"E	152.05'
C9	2°40'00"	5669.65'	263.88'	S88°44'20"E	263.86'
C10	1°11'55"	5789.65'	121.12'	N88°00'17"W	121.12'

Line Table			
Line #	Direction	Length	
L1	N59° 07' 28" W	28.77	
L2	S30° 52' 32" W	155.48	
L3	S0° 24' 34" E	28.94	
L4	N87° 24' 20" W	37.30	
L5	N44° 55' 20" W	34.04	
L6	N0° 13' 31" W	52.59	
L7	S59° 15' 26" E	37.36	
L8	S0° 23' 28" E	81.87	
L9	N89° 36' 32" E	62.06	
L10	N0° 23' 25" W	52.05	
L11	N89° 55' 40" E	106.96	
L12	N89° 55' 40" E	97.22	
L13	N72° 52' 31" E	23.69	
L14	N55° 31' 56" E	99.22	
L15	N89° 34' 22" E	70.55	
L16	N0° 51' 31" W	43.01	
L17	N89° 59' 57" W	85.97	
L18	N72° 57' 14" W	119.67	
L19	S89° 55' 57" E	24.98	
L20	S62° 17' 04" E	48.62	
L21	N87° 24' 20" W	37.30	
L22	N0° 00' 03" E	23.59	
L23	S44° 55' 20" E	29.51	
L24	N0° 24' 34" W	20.00	



PLAT NOTES

1. Lots 9X and 10X to be owned by Belmont FWSD No. 1, with the sanitary sewer easement maintained by the Town of Northlake.
2. Lots 11X and 12X to be owned and maintained by the Home Owners Association.

2. Lots 11X and 12X to be owned and maintained by the Home Owners Association.

SURVEYOR'S NOTES

1. Vertical Datum established using GPS technology in conjunction with the Texas RTK Cooperative Network. All elevations shown are NAVD88.
2. Horizontal Datum being the Texas Coordinate System, NAD83, North Central Zone - 4202, as established using GPS technology in conjunction with the Texas RTK Cooperative Network.
3. This Survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Further, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as accurately as possible.
4. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.

APPROVED BY THE TOWN COUNCIL ON:

Date		
Mayor, Town of Northlake		
Town Secretary, Town of Northlake		

Mayor, Town of Northlake

Town Secretary, Town of Northlake

LEGEND

CC#.....County Clerk's Instrument Number
DMH.....Drain Manhole
DRDCT.....Deed Records, Denton County, Texas
EVT.....Electric Vault
EW.....Edge of Water
FH.....Fire Hydrant
GKM.....Gas Marker
GTS.....Gas Test Station
GY.....Guy Anchor
LT.....Light Pole
OE.....Overhead Electric
PD.....Phone Pedestal
PG.....Page
PMK.....Phone Marker
PP.....Power Pole
PVT.....Phone Vault
RCP.....Reinforced Concrete Pipe
RPDCT.....Real Property Records, Denton County, Texas
SDE.....Storm Drain Easement
SMH.....Sewer Manhole
SP.....Spigot
SSE.....Sanitary Sewer Easement
TBM.....Temporary Benchmark
UE.....Utility Easement
VOL.....Volume
WL.....Water Line Easement
WV.....Water Valve
ROW.....Right-of-way
AU/D/E.....Public Access, Utility, & Drainage Easement
PAE.....Public Access Easement
UDE.....Public Utility & Access Easement

Applicant

Belmont 407, LLC

3090 Olive Street, Suite 300, Dallas, Texas 75219

PRELIMINARY PLAT
TOWN COMMONS
LOTS 1-8 & 9X-12X

PRELIMINARY PLAT
TOWN COMMONS
LOTS 1-8 & 9X-12X

LOTS 1-8 & 9X-12X

21.762 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE & THE ETJ OF TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
13 LOTS (9 NON-RESIDENTIAL LOTS, & 4 OPEN SPACE LOTS)
CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT) & ETJ.

PRELIMINARY, THIS DOCUMENT
SHALL NOT BE RECORDED FOR
ANY PURPOSE AND SHALL NOT
BE USED OR VIEWED OR RELIED
UPON AS A FINAL SURVEY
DOCUMENT.

JOSHUA D. WARGO
RPLS No.6391
12-01-2016

PROJECT NUMBER:	2016.721.0000
DATE: 12/01/2016	DRAWN BY: JDW
FIELD CREW: ZG	CHECKED BY: BHE

SHEET

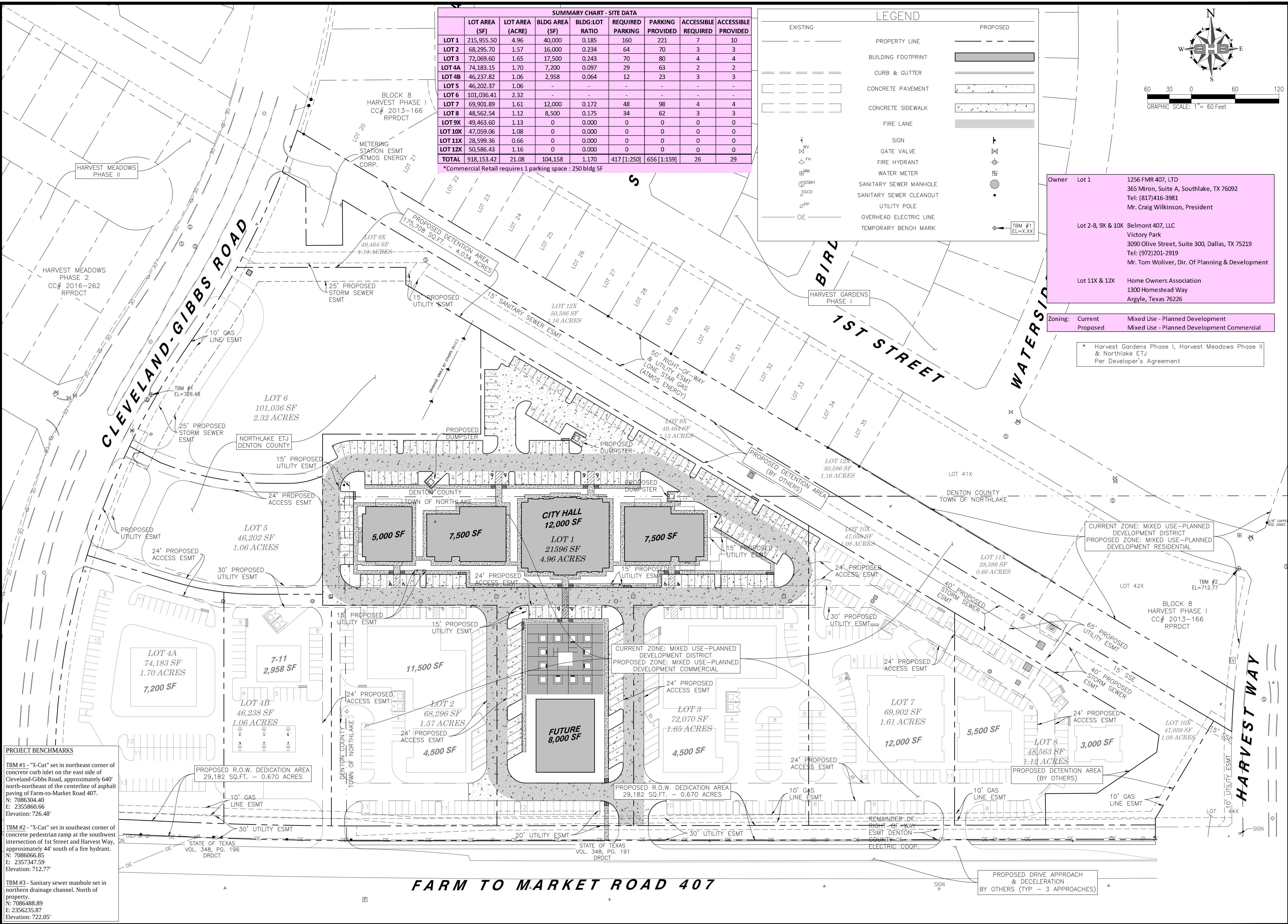
1

SHEET

1

SHEET 1 OF 1

12.01.2016 3:59PM E:\2016.000.000\2016.721.000\DWG\Site Development Plan.dwg 5 OVERALL SITE DEVELOPMENT PLAN



B=B
BAIRD, HAMPTON & BROWN
ENGINEERING & SURVEYING
4550 State Hwy 560, Suite 180
Grapevine, TX 76051
mail@bbinc.com 817.251.8550
TBPE Firm #44

Office EQUITY SOLUTIONS
OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092
TOWN COMMONS
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

OVERALL SITE DEVELOPMENT
PLAN

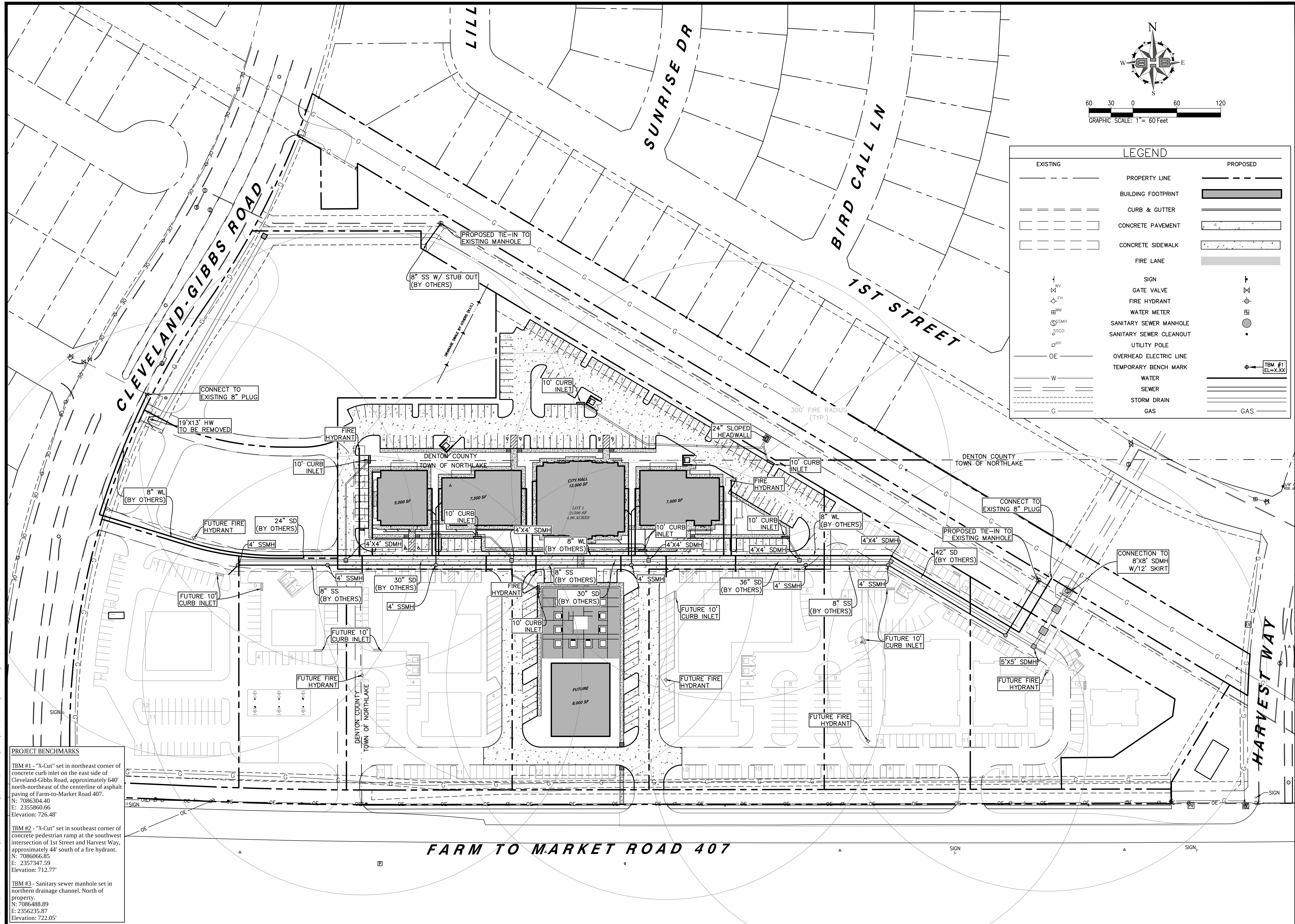
NO.	DESCRIPTION	DATE

THIS DOCUMENT IS
RELEASED FOR INTERIM
REVIEW UNDER THE
AUTHORITY OF
Konstantine Bakintas, PE
TX 67022. IT IS NOT
INTENDED FOR
CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.

12-1-16

PROJECT NUMBER: 2016.721.000
DATE: 12/1/2016 DRAWN BY: SW
DESIGN BY: SW CHECKED BY: KB

SHEET
X
X of X



EXISTING	LEGEND	PROPOSED
	PROPERTY LINE	
	BUILDING FOOTPRINT	
	CURB & GUTTER	
	CONCRETE PAVEMENT	
	CONCRETE SIDEWALK	
	FIRE LANE	
	SIGN	
	GATE VALVE	
	FIRE HYDRANT	
	WATER METER	
	SANITARY SEWER MANHOLE	
	SANITARY SEWER CLEANOUT	
	UTILITY POLE	
	OVERHEAD ELECTRIC LINE	
	TEMPORARY BENCH MARK	
	WATER	
	SEWER	
	STORM DRAIN	
	GAS	

PROJECT BENCHMARKS	
TBM #1 - "X-Cut" set in northeast corner of concrete curb inlet on the east side of Northland-Gibbs Road, approximately 640' north-northeast of the centerline of asphalt paving of Farnsworth-Market Road 407.	
E: 7086304.40	
N: 2355860.66	
Elevation: 726.48'	
TBM #2 - "X-Cut" set in southeast corner of concrete pedestrian ramp at the southwest corner of 1st Street and Harvest Way, approximately 44' south of a fire hydrant.	
E: 7086066.85	
E: 2357347.59	
Elevation: 712.77'	
TBM #3 - Sanitary sewer manhole set in northern drainage channel. North of property.	
E: 7086488.89	
E: 2356235.87	
Elevation: 722.05'	

 OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092

TOWN COMMONS
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

OVERALL UTILITY PLAN	
NO.	DESCRIPTION DATE

THIS DOCUMENT IS
RELEASED FOR INTERIM
REVIEW UNDER THE
AUTHORITY OF
Konstantine Bakintas, PE
TX 67022 IT IS NOT
INTENDED FOR
CONSTRUCTION, BIDDING
OR PERMIT PURPOSES.

12-1-16

PROJECT NUMBER: 2016.721.000	
DATE: 12/1/2016	DRAWN BY: SW
DESIGN BY: SW	CHECKED BY: KB

SHEET
X
X of X

ORDINANCE NO. 16-1208E

AN ORDINANCE UPDATING THE NORTHLAKE COMPREHENSIVE PLAN BY THE ADOPTION OF THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas, adopted a Comprehensive Land Use Plan, known generally as the Northlake Strategic Plan, in 2002 to encourage and coordinate future physical development within its jurisdiction; and

WHEREAS, an integral part of a successful Comprehensive Plan is the ability to make alterations based on the existing conditions and current needs of the community; and

WHEREAS, the Comprehensive Plan was last updated in 2009 by the adoption of the 2009 Northlake Vision and Comprehensive Plan Update; and

WHEREAS, the Town of Northlake has completed a another review and update of its Comprehensive Plan; and

WHEREAS, after an inclusive public participation process, including Town Hall meetings and surveys, an interactive Strategic Foresight Lab and Developer Roundtable, several Steering Committee meetings and Town Council workshops, and finally a public hearing at the December 8, 2016 Town Council meeting, the Town Council deems it in the best interest of all its citizens to amend the Northlake Comprehensive Plan as set out herein by the adoption of this ordinance.

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

SECTION 1

The Northlake Comprehensive Plan is hereby updated by the adoption of the Pathway to 2040 Northlake Comprehensive Plan Update, attached hereto as Exhibit "A," and hereby incorporated herein by reference as if set forth fully at length herein.

SECTION 2

The Comprehensive Plan as updated herein shall operate solely as a guide and shall not amend nor repeal any existing ordinance of the Town of Northlake, it being the intent hereunder to use the Comprehensive Plan to establish policies to aid in the adoption of ordinances by the Town Council and to interpret and enforce the various codes and ordinances enacted by the Town Council of the Town of Northlake.

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 4

The adoption of this Comprehensive Plan update does not limit the ability of the Town of Northlake to prepare other plans, policies or strategies as may be required by the Town Council.

SECTION 5

It is hereby declared to be the intention of the Northlake Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

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

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit “A”

Pathway to 2040

Northlake Comprehensive Plan Update

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-41

WHEREAS, HW GIBBS, LP, a Texas limited partnership (the “Petitioner”), wishes to create Northlake Municipal Management District No. 1 (the “District”) to serve the approximately 386.83 acres of land, more or less, in Denton County, Texas as described in Exhibit “A” attached hereto and incorporated herein for all intents and purposes (the “Land”); and

WHEREAS, all of the land to be included within the District is located within the corporate boundaries of the Town of Northlake, Texas (the “Town”); and

WHEREAS, the Petitioner has submitted to the Mayor and Town Council of the Town, a Petition for Consent to Creation of Northlake Municipal Management District No. 1; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the Town Council of the Town desires to adopt a Resolution for the purpose of consenting to the creation of the District.

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

Section 1. That the Town Council of the Town of Northlake hereby grants its consent to and the Mayor is instructed to execute such additional documents, if any, as required to evidence the Town’s consent to the creation of a municipal management district, to be known as “Northlake Municipal Management District No. 1,” on the property described on the attached metes and bounds description which is located within the Town’s corporate boundaries.

Section 2. The Town’s consent to the creation of Northlake Municipal Management District No. 1, as expressed in Section 1 hereinabove, is expressly conditioned upon: (i) the Petitioner applying for and receiving the appropriate zoning; and (ii) the Petitioner qualifying and submitting to the Texas Commission on Environmental Quality, to serve as a director of the District, a person nominated by the Town Council.

Section 3. That this resolution shall take effect immediately from and after its passage and is accordingly so resolved.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT "A"

PETITION FOR CONSENT TO THE CREATION
OF NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS:

The undersigned HW GIBBS, LP, a Texas limited partnership (the "Petitioner"), acting pursuant to the provisions of Chapter 49, Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended, respectfully petitions the Town Council of the TOWN OF NORTHLAKE, TEXAS (the "Town"), for its written consent to the creation of a municipal management district and would show the following:

I.

The name of the District is NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1 (the "District").

II.

The District shall be created and organized under the authority of Article XVI, Section 59, and Article III, Sections 52 and 52-a, of the Texas Constitution and Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code, together with all amendments and additions thereto.

III.

The District contains an area of 386.83 acres of land, more or less (the "Land"), situated in Denton County, Texas. The Land consists of one tract described by metes and bounds in Exhibit A, which is attached hereto and incorporated herein for all purposes. The land is located within the corporate limits of the Town (as such term is defined in Local Government Code Section 42.001 et seq., as amended). All of the Land may be properly included in the District.

IV.

The Petitioner represents that it holds title to the Land and is the owner of a majority in value of the Land.

V.

The general nature of the work to be done by the District at the present time is the provision of the supplemental services and the construction, acquisition, maintenance, and operation of certain improvements and services authorized under the laws governing the District to serve the Land, including but not limited to the providing of water, wastewater, drainage and road facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land is urban in nature, is within the growing environs of the Town, and is in close proximity to populous and developed sections of Denton County, Texas, and within the immediate future will experience a substantial and sustained commercial and residential growth.

VII.

A preliminary investigation has been made to determine the total cost of the District's projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$60,000,000.

WHEREFORE, the Petitioner prays that this petition be heard and that the Town Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

[EXECUTION PAGE FOLLOWS.]

RESPECTFULLY SUBMITTED this _____ day of _____, 2016.

HP Gibbs, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: _____
Name: _____
Title: _____

EXHIBIT “A”



December 8, 2016

Mr. Brian Carlock
HP Gibbs, L.P.
3090 Olive St, Suite 300
Dallas, TX 75219

Re: Application to Obtain Domestic Wastewater Permit for HP Gibbs, L.P.

Dear Mr. Carlock:

The Town of Northlake recognizes that the proposed wastewater treatment facility to serve the HP Gibbs LP tracts is located within the Town's Wastewater Certificate of Convenience and Necessity (CCN). At this time, it is not cost effective for the Town of Northlake to provide sanitary sewer service to this area. The closest wastewater treatment facility of Trinity River Authority (Northlake's sewer treatment provider) is approximately 5 miles southeast of the subject property and easement acquisition from numerous property owners would be necessary. In no way does the Town relinquish our CCN for this area and will ultimately incorporate this area into the Town's overall wastewater collection system.

Feel free to contact me if I could provide any additional information that may be helpful in the permitting process.

Sincerely,

Drew Corn
Town Administrator

C: Ben McGahey, Town Engineer
Mark E. Harris, Kimley-Horn and Associates



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)