

1. Agenda

Documents:

[01-30-2017 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[01-30-2017 COUNCIL PACKET.PDF](#)



**Town of Northlake
Special Council Meeting Agenda
Monday, January 30, 2017 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 special meeting on January 30, 2017 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. FY 17 Quarterly Investment Report

B. FY 17 Quarterly Budget Update

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

C. Consider for approval the meeting minutes dated December 8, 2016

D. Consider for approval the workshop minutes dated January 12, 2017

E. Consider for approval a Resolution authorizing and calling a general municipal election to be held on Saturday, May 6, 2017 for the purpose of electing a Mayor and two Council Members for Place 4 & 5, authorizing the notice of election, a joint election with other Denton County political subdivisions and authorizing the Town Administrator to enter into a contract with Denton County Texas for election services (Res. No. 17-1)

6. Regular Items

F. Consider approval of a Final Plat for Harvest Meadows Phase 3, a proposed residential subdivision consisting of 312 residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 81.090-acre tract of land in the Patrick Rock Survey, Abstract

No. 1063, located on the west side of Cleveland-Gibbs Road and south of Old Justin Road. Harvest Meadows Phase 3, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case #FP-16-016

- G. Consider for approval the Fourth Amendment to the Third Amended and Restated Development Agreement between the Town of Northlake, Texas and Belmont 407 LLC and (related entities) and the District, and the taking of any action necessary or appropriate in connection therewith
- H. Consider for approval the Cost-Sharing Agreement relating to use and construction of water distribution lines between the Town of Northlake, Texas and Belmont Fresh Water Supply District No. 1 of Denton County Texas, and taking any action necessary or appropriate in connection therewith
- I. Consider for approval the Memorandum of Understanding (MOU) between the Town of Northlake, Texas and HP Gibbs, LP
- J. Consider for approval the Professional Services Agreement between the Town of Northlake, Texas and 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, January 27, 2017 by 4 pm.


Shirley Rogers, Town Secretary

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



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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

- A. FY 17 Quarterly Investment Report
- B. FY 17 Quarterly Budget Update

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Director of Finance
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 30, 2017
Re: Quarterly Investment Report – First Quarter FY 2017

The Town earned \$24,700.58 in interest revenue from the investment accounts during the first quarter of 2017. When comparing the first quarter interest earnings with the fourth quarter of 2016 interest earnings, the Town incurred a 181.6% or \$15,929.02 increase in interest income. The sharp increase is due to the receipt of \$7,005,000.00 in bond proceeds.

In November 2016 the Town withdrew \$1,000,000.00 from the Wells Fargo Investment account to pay for the trail system and paving in The Highlands.

Approximately 91% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to “pool” their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool’s interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

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

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



Quarterly Investment Report
October - December 2016

Investment	Account Number	Account Name	Account Code	Beginning Balance	Account Activity	Interest Earned			Ending Balance
						Oct-16	Nov-16	Dec-16	
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,297,346.37	(1,000,000.00)	215.36	48.41	39.55	297,649.69
LOGIC	2414814014 & 4015	General Fund	100-11275-00-00	39,328.29	301,359.50			7.51	340,695.30
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,638.76		1.28	1.55	1.27	6,642.86
LOGIC	2414814014 & 4015	Donations Fund	105-11275-00-00	907.57				7.51	915.08
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	277,865.61		53.11	65.02	53.13	278,036.87
LOGIC	2414814014 & 4015	Hotel/Motel Fund	110-11275-00-00	63,530.18				7.51	63,537.69
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	53,888.53		10.30	12.61	10.30	53,921.74
LOGIC	2414814014 & 4015	Court Revenue Fund	120-11275-00-00	9,954.64				7.51	9,962.15
LOGIC	2414814014 & 4015	Court Technology Fund	121-11275-00-00	-				7.51	7.51
Wells Fargo	65302966649	4A EDC	130-11225-00-00	36,033.11		6.89	8.43	6.89	36,055.32
LOGIC	2414814014 & 4015	4A EDC	130-11275-00-00	28,235.65				7.52	28,243.17
Wells Fargo	65302966649	4B CDC	131-11225-00-00	14,516.66		2.77	3.40	2.78	14,525.61
LOGIC	2414814014 & 4015	4B CDC	131-11275-00-00	28,235.65				7.52	28,243.17
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,246.55		7.69	9.42	7.70	40,271.36
LOGIC	2414814014	Belmont	140-11275-00-00	4,033.70					4,033.70
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,559.90		1.44	1.77	1.45	7,564.56
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,127.91		9.96	12.20	9.97	52,160.04
LOGIC	2414814014 & 4015	Child Safety Fund	152-11275-00-00	4,638.68				7.52	4,646.20
LOGIC	2414814014 & 4015	Court Online Access Fees	153-11275-00-00	-				7.52	7.52
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,196.83		5.58	6.83	5.58	29,214.82
LOGIC	2414814015	Debt Service	160-11275-00-00	-					-
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	1,915.16		0.37	0.45	7.52	1,923.50
LOGIC	2414814014 & 4015	Water/Waste Water Deposit Fund	200-11280-00-00	29,615.06				0.37	29,615.43
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	128,891.23		24.63	30.16	7.52	128,953.54
LOGIC	2414814014 & 4015	Cost Recovery Fund	201-11285-00-00	14,218.68				24.64	14,243.32
Wells Fargo	6530266649	Water Impact Fees North Fund	202-11225-00-00	-		8.15	5.30	4.33	17.78
LOGIC	2414814014 & 4015	Water Impact Fees North	202-11275-00-00	-				7.52	7.52
Wells Fargo	6530266649	Water Capital Projects Fund	203-11225-00-00	-		8.15	5.30	4.33	17.78
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	895,318.74		616.83	615.88	676.85	897,228.30
LOGIC	752414814013	Waterline Project-CO Srs 2014B	203-11276-00-00	392,330.79		270.29	269.91	293.31	393,164.30
Wells Fargo	6530266649	Water Impact Fees South Fund	204-11225-00-00	-		8.15	5.30	4.33	17.78
LOGIC	2414814014 & 4015	Water Impact Fees South	204-11275-00-00	-				7.52	7.52
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	25,164.89		4.81	5.89	4.82	25,180.41
LOGIC	2414814014 & 4015	Capital Projects Fund	301-11275-00-00		6,703,640.50	4,080.69	4,764.08	5,062.51	6,717,547.78
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	3,033,018.17		2,089.62	2,086.38	2,267.42	3,039,461.59
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	161,104.05		30.79	37.70	30.80	161,203.34
LOGIC	2414814014 & 4015	Equipment Fund	505-11275-00-00			177.57	207.31	227.51	612.39
Wells Fargo	6530266649	Building Services	506-11225-00-00	-		8.15	5.30	4.33	17.78
LOGIC	2414814014 & 4015	Building Services Fund	506-11275-00-00	-				7.52	7.52
				\$ 6,675,861.36	\$ 6,005,000.00	\$ 7,642.58	\$ 8,208.60	\$ 8,849.40	\$ 12,705,561.94

Total Quarter Interest Earned \$ 24,700.58

AVERAGE YIELDS

LOGIC
Wells Fargo

0.8422%
0.2300%

WEIGHTED AVERAGE MATURITY

35 days

TREASURY YIELDS

30 Day T-Bill
90 Day T-Bill
1 Year T-Bill

0.3241%
0.4333%
0.7557%


Drew Corn, Town Administrator

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Finance Director
cc: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: January 30, 2017
Re: Quarterly Budget Review – First Quarter of FY 2017

General Fund revenues ended the first quarter 1.4% higher than anticipated. The increase is mainly attributable to sales tax, permits and development activity. Monthly sales tax receipts averaged \$61,000.00 during the first quarter. Development review fees were collected for Stardust Ranch Phase I and Harvest Phase 3 paving. Permits increased due to construction activity and semi-annual inspections. General fund expenditures are in step with budget expectations.

Hotel Occupancy Tax revenues are lower than anticipated due to the Denton Creek Inn completing their conversion to senior apartment units. Expenditures remain below budget expectations

The NEDC and NCDC revenues exceeded budget expectations by 17% during the first quarter and is attributable to an increase in sales tax collections. Average sales tax collections are \$30,500.00 for each entity. First quarter expenditures are lower than anticipated but expenditures are expected to increase during the second quarter due to incentive payments.

Water fees and other revenue facilitated the Utility Fund in meeting first quarter revenue expectations. Due to the increase in construction activity, fees for water meter rentals and the installation of new meter boxes caused the sharp increase in these line items. Expenditures for the first quarter met budget expectations.

The Equipment fund's revenue is 46.9% higher than anticipated due to the receipt of bond proceeds for the anticipated purchase of the Sewer Jetter which was purchased in November.

The Building Services funds is in line with budget expectations.

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



Town of Northlake
GENERAL FUND
Quarter Ended December 31 2017

Fund: 100	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,510,410	1,510,410		1,510,410			1,478,315		1,478,315		
REVENUES:											
Court Fines	625,000	625,000	130,077	130,077	(494,923)	20.8%	601,110	119,994	119,994	(481,117)	20.0%
Sales/Beverage Tax	400,000	400,000	183,395	183,395	(216,605)	45.8%	679,648	65,913	65,913	(613,734)	9.7%
Ad Valorem Taxes	725,000	725,000	156,158	156,158	(568,842)	21.5%	693,972	144,245	144,245	(549,726)	20.8%
Permits and Registrations	15,950	15,950	12,846	12,846	(3,104)	80.5%	31,452	10,410	10,410	(21,042)	33.1%
Franchise Fees	285,000	285,000	218	218	(284,782)	0.1%	257,563	1,452	1,452	(256,111)	0.6%
Building Permits	821,250	821,250	191,546	191,546	(629,704)	23.3%	686,682	114,617	114,617	(572,066)	16.7%
Development	327,500	327,500	169,792	169,792	(157,708)	51.8%	343,565	67,529	67,529	(276,035)	19.7%
Transfers	200,000	200,000	50,000	50,000	(150,000)	25.0%	175,000	43,750	43,750	(131,250)	25.0%
Other Revenue:	108,260	108,260	32,513	32,513	(75,747)	30.0%	110,340	16,047	16,047	(94,293)	14.5%
TOTAL REVENUE:	3,507,960	3,507,960	926,544	926,544	(2,581,416)	26.4%	3,579,331	583,958	583,958	(2,995,373)	16.3%
EXPENDITURES:											
Payroll & Benefits	2,047,239	2,047,239	485,409	485,409	(1,561,830)	23.7%	1,635,467	368,626	368,626	(1,266,841)	22.5%
Supplies	140,508	140,508	13,915	13,915	(126,593)	9.9%	105,596	13,208	13,208	(92,387)	12.5%
Maintenance	197,678	197,678	62,048	62,048	(135,630)	31.4%	187,603	23,026	23,026	(164,576)	12.3%
Utilities	10,320	10,320	2,755	2,755	(7,565)	26.7%	14,661	5,956	5,956	(8,706)	40.6%
Services	880,880	880,880	111,260	111,260	(769,620)	12.6%	843,499	211,773	211,773	(631,726)	25.1%
Capital Outlay	-	-	-	-	-	0.0%	2,484	-	-	(2,484)	0.0%
Transfers	230,741	230,741	67,088	67,088	(163,653)	29.1%	757,927	55,878	55,878	(702,049)	7.4%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	3,507,366	3,507,366	742,474	742,474	(2,764,892)	21.2%	3,547,237	678,468	678,468	(2,868,769)	19.1%
REV OVER/(UNDER) EXP	594	594	184,070	184,070			32,094	(94,510)	(94,510)		
ENDING FUND BALANCE	1,511,004	1,511,004		1,694,480			1,510,410		1,383,806		



Town of Northlake
HOTEL OCCUPANCY TAX
 Quarter Ended December 31 2017

Fund: 110	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,258,552	1,258,552		1,258,552			1,029,865		1,029,865		
REVENUES:											
Taxes / Fees & Fines	270,000	270,000	52,017	52,017	(217,983)	19.3%	257,813	70,006	70,006	(187,806)	27.2%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	16,096	16,096	179	179	(15,917)	1.1%	21,535	179	179	(21,356)	0.8%
TOTAL REVENUE:	286,096	286,096	52,195	52,195	(233,901)	18.2%	279,348	70,186	70,186	(209,162)	25.1%
EXPENDITURES:											
Payroll & Benefits	31,626	31,626	8,225	8,225	(23,401)	26.0%	27,911	7,079	7,079	(20,832)	25.4%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	167	115	115	(51)	69.2%
Services	57,339	57,339	9,474	9,474	(47,865)	16.5%	22,583	7,185	7,185	(15,399)	31.8%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	88,965	88,965	17,699	17,699	(71,266)	19.9%	50,661	14,380	14,380	(36,282)	28.4%
REV OVER/(UNDER) EXP	197,131	197,131	34,497	34,497			228,686	55,806	55,806		
ENDING FUND BALANCE	1,455,683	1,455,683		1,293,048			1,258,552		1,085,671		



Town of Northlake
SPECIAL REVENUE FUNDS
 Quarter Ended December 31 2017

Fund: <<120,121,150,151,152,1	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	250,910	250,910		250,910			180,989		180,989		
REVENUES:											
Interest	305	305	100	100	(205)	32.8%	323	68	68	(255)	21.0%
Court Technology	16,000	16,000	3,403	3,403	(12,597)	21.3%	15,785	3,294	3,294	(12,491)	20.9%
Court Security	12,000	12,000	2,552	2,552	(9,448)	21.3%	11,845	2,471	2,471	(9,374)	20.9%
Seatbelt Fees	15,000	15,000	678	678	(14,322)	4.5%	5,830	1,433	1,433	(4,397)	24.6%
Online Access Fees	15,000	15,000	4,521	4,521	(10,479)	30.1%	21,013	4,399	4,399	(16,614)	20.9%
Seized Monies & Goods	-	-	-	-	-	0.0%	-	-	-	-	0.0%
State Training	-	-	-	-	-	0.0%	416	-	-	(416)	0.0%
Child Safety	1,000	1,000	2,100	2,100	1,100	210.0%	1,773	1,773	1,773	-	100.0%
Transfers	-	-	-	-	-	0.0%	59,416	-	-	(59,416)	0.0%
Other Revenue:	-	-	1,852	1,852	1,852	0.0%	4,555	-	-	(4,555)	0.0%
TOTAL REVENUE:	59,305	59,305	15,205	15,205	(44,100)	25.6%	120,956	13,438	13,438	(107,518)	11.1%
EXPENDITURES:											
Payroll & Benefits	6,000	6,000	1,001	1,001	(4,999)	16.7%	99	-	-	(99)	0.0%
Supplies	3,250	3,250	299	299	(2,951)	9.2%	7,559	3,385	3,385	(4,174)	44.8%
Maintenance	1,500	1,500	-	-	(1,500)	0.0%	-	-	-	-	0.0%
Utilities	3,000	3,000	279	279	(2,721)	9.3%	2,159	513	513	(1,647)	23.7%
Services	30,700	30,700	4,818	4,818	(25,882)	15.7%	41,218	1,310	1,310	(39,908)	3.2%
Capital Outlay	24,000	24,000	-	-	(24,000)	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	68,450	68,450	6,398	6,398	(62,052)	8.9%	51,036	5,208	5,208	(45,828)	10.2%
REV OVER/(UNDER) EXP	(9,145)	(9,145)	8,807	8,807			69,921	8,231	8,231		
ENDING FUND BALANCE	241,765	241,765		259,717			250,910		189,220		



Town of Northlake

ECONOMIC DEVELOPMENT CORPORATION

Quarter Ended December 31 2017

Fund:	130										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	595,579	595,579		595,579			592,373		592,373		
REVENUES:											
Taxes / Fees & Fines	200,000	200,000	91,688	91,688	(108,312)	45.8%	339,824	32,957	32,957	(306,867)	9.7%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	16,650	16,650	180	180	(16,470)	1.1%	15,908	267	267	(15,641)	1.7%
TOTAL REVENUE:	216,650	216,650	91,867	91,867	(124,783)	42.4%	355,732	33,224	33,224	(322,508)	9.3%
EXPENDITURES:											
Payroll & Benefits	32,735	32,735	6,676	6,676	(26,059)	20.4%	29,540	8,110	8,110	(21,431)	27.5%
Supplies	1,700	1,700	21	21	(1,680)	1.2%	2,934	63	63	(2,871)	2.2%
Maintenance	2,250	2,250	-	-	(2,250)	0.0%	2,100	-	-	(2,100)	0.0%
Utilities	150	150	-	-	(150)	0.0%	78	115	115	37	147.4%
Services	42,839	42,839	7,921	7,921	(34,918)	18.5%	292,873	7,405	7,405	(285,468)	2.5%
Development Incentives	246,250	246,250	-	-	(246,250)	0.0%	250,000	-	-	(250,000)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	25,000	25,000	6,250	6,250	(18,750)	25.0%	25,000	6,250	6,250	(18,750)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	350,924	350,924	20,868	20,868	(330,056)	5.9%	602,526	21,943	21,943	(580,583)	3.6%
REV OVER/(UNDER) EXP	(134,274)	(134,274)	70,999	70,999			(246,794)	11,281	11,281		
ENDING FUND BALANCE	461,305	461,305		666,578			345,579		603,654		



Town of Northlake

COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended December 31 2017

Fund:	131										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	575,332	575,332		575,332			571,429		571,429		
REVENUES:											
Taxes / Fees & Fines	200,000	200,000	91,688	91,688	(108,312)	67.9%	339,824	32,957	32,957	(306,867)	9.7%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	16,650	16,650	166	166	(16,484)	1.0%	15,859	256	256	(15,604)	1.6%
TOTAL REVENUE:	216,650	216,650	91,854	91,854	(124,796)	42.4%	355,683	33,212	33,212	(322,471)	9.3%
EXPENDITURES:											
Payroll & Benefits	32,736	32,736	6,676	6,676	(26,060)	20.4%	29,390	8,060	8,060	(21,331)	27.4%
Supplies	1,700	1,700	21	21	(1,680)	1.2%	2,934	63	63	(2,871)	2.2%
Maintenance	2,250	2,250	-	-	(2,250)	0.0%	2,100	-	-	(2,100)	0.0%
Utilities	150	150	-	-	(150)	0.0%	64	115	115	51	179.6%
Services	42,839	42,839	7,487	7,487	(35,352)	17.5%	292,291	7,405	7,405	(284,886)	2.5%
Development Incentives	246,250	246,250	-	-	(246,250)	0.0%	250,000	-	-	(250,000)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	25,000	25,000	6,250	6,250	(18,750)	25.0%	25,000	6,250	6,250	(18,750)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	350,925	350,925	20,433	20,433	(330,492)	5.8%	601,780	21,893	21,893	(579,887)	3.6%
REV OVER/(UNDER) EXP	(134,275)	(134,275)	71,421	71,421			(246,097)	11,319	11,319		
ENDING FUND BALANCE	441,057	441,057		646,753			325,332		582,748		



Town of Northlake

DEBT SERVICE

Quarter Ended December 31 2017

Fund:	160										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Unaudited Prior Year Actual	Unaudited Prior Year Quarter	Unaudited Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	249,740	249,740		249,740			34,765		34,765		
REVENUES:											
Taxes / Fees & Fines	400,000	400,000	75,063	75,063	(324,937)	18.8%	260,514	52,338	52,338	(208,176)	20.1%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	200,000	-	-	(200,000)	0.0%
Bond Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	50	50	81	81	31	161.3%	66	16	16	(50)	23.9%
TOTAL REVENUE:	400,050	400,050	75,143	75,143	(324,907)	18.8%	460,580	52,354	52,354	(408,226)	11.4%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	1,941	1,941	-	-	(1,941)	0.0%	300	-	-	(300)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	598,334	598,334	-	-	(598,334)	0.0%	245,304	36,066	36,066	(209,238)	14.7%
TOTAL EXPENSES:	600,275	600,275	-	-	(600,275)	0.0%	245,604	36,066	36,066	(209,538)	14.7%
REV OVER/(UNDER) EXP	(200,225)	(200,225)	75,143	75,143			214,976	16,288	16,288		
ENDING FUND BALANCE	49,515	49,515		324,884			249,740		51,053		



Town of Northlake
WATER & SEWER FUND
 Quarter Ended December 31 2017

Fund: <<200>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	2,653,339	2,653,339		2,653,339			2,227,459		2,227,459		
REVENUES:											
Water Sales	1,900,000	1,900,000	360,969	360,969	(1,539,031)	19.0%	1,216,909	255,037	255,037	(961,872)	21.0%
Water Fees	125,250	125,250	64,850	64,850	(60,400)	51.8%	166,850	41,700	41,700	(125,150)	25.0%
Sewer Sales	759,900	759,900	201,747	201,747	(558,153)	26.5%	680,368	138,974	138,974	(541,393)	20.4%
Sewer Fees	3,000	3,000	700	700	(2,300)	23.3%	6,350	50	50	(6,300)	0.8%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Developer Contributions	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	10,650	10,650	20,278	21,882	11,232	205.5%	81,605	22,594	25,293	(56,312)	31.0%
TOTAL REVENUE:	2,798,800	2,798,800	648,544	650,148	(2,148,652)	23.2%	2,152,082	458,356	461,055	(1,691,027)	21.4%
EXPENSES:											
Payroll & Benefits	380,494	380,494	66,785	66,785	(313,709)	17.6%	244,699	42,774	42,774	(201,925)	17.5%
Supplies	42,070	42,070	4,855	4,855	(37,215)	11.5%	26,783	7,953	7,953	(18,831)	29.7%
Maintenance	92,800	92,800	26,387	26,387	(66,413)	28.4%	104,721	20,657	20,657	(84,064)	19.7%
Wholesale Water	1,000,000	1,000,000	116,276	116,276	(825,724)	17.4%	722,044	104,763	104,763	(617,281)	14.5%
Sewer Treatment	500,000	500,000	176,235	176,235	(323,765)	35.2%	228,325	165,151	165,151	(63,174)	72.3%
Utilities	45,220	45,220	3,482	3,482	(41,738)	7.7%	36,092	6,932	6,932	(29,160)	19.2%
Services	59,150	59,150	30,395	30,395	(28,755)	51.4%	191,908	29,720	29,720	(162,188)	15.5%
Capital Outlay	189,900	189,900	38,523	38,523	(151,377)	20.3%	-	47,702	47,702	47,702	0.0%
Transfers	297,262	297,262	74,316	74,316	(222,947)	25.0%	171,629	42,907	42,907	(128,722)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	2,606,896	2,606,896	537,254	537,254	(2,011,642)	20.6%	1,726,201	468,559	468,559	(1,257,642)	27.1%
REV OVER/(UNDER) EXP	191,904	191,904	53,291	54,895			425,881	(10,203)	(7,504)		
ENDING FUND BALANCE	2,845,243	2,845,243		2,708,234			2,653,339		2,219,954		
Less: Net Capital Assets	(2,477,506)	(2,477,506)		(2,477,506)			(2,477,506)		(2,369,136)		
Less: Customer Deposits	(216,710)	(216,710)		(216,710)			(211,510)		(113,350)		
Less: Upper Trinity Deposit	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	151,027	151,027		14,018			(35,677)		(262,532)		



Town of Northlake
CAPITAL PROJECTS
 Quarter Ended December 31 2017

Fund:	301	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:		11,071	11,071		11,071			(13,986)		(13,986)		
REVENUES:												
Taxes / Fees & Fines		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Permits and Registrations		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	50,000	-	-	(50,000)	0.0%
Bond Proceeds		6,700,000	6,700,000	6,703,641	6,703,641	3,641	10.0%	-	-	-	-	0.0%
Other Revenue:		-	-	13,923	13,923	13,923	0.0%	57	14	14	(43)	23.9%
TOTAL REVENUE:		6,700,000	6,700,000	6,717,563	6,717,563	17,563	10.0%	50,057	14	14	(50,043)	0.0%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		-	-	13,365	13,365	13,365	0.0%	-	-	-	-	0.0%
Capital Outlay		6,700,000	6,700,000	-	-	(6,700,000)	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		6,700,000	6,700,000	13,365	13,365	(6,686,635)	0.2%	-	-	-	-	0.0%
REV OVER/(UNDER) EXP		-	-	6,704,198	6,704,198			50,057	14	14		
ENDING FUND BALANCE		11,071	11,071		6,715,269			36,071		(13,972)		



Town of Northlake
EQUIPMENT FUND
 Quarter Ended December 31, 2017

Fund: 505	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forcasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	370,929	370,929		370,929			335,090		335,090		
REVENUES:											
Equipment Service Revenue-PD	110,000	110,000	27,500	27,500	(82,500)	25.0%	69,750	17,438	17,438	(52,313)	25.0%
Equipment Service Revenue-PW	25,000	25,000	6,250	6,250	(18,750)	25.0%	25,000	6,250	6,250	(18,750)	25.0%
Equipment Service Revenue-Utilities	125,000	125,000	31,250	31,250	(43,750)	25.0%	25,000	6,250	6,250	(18,750)	25.0%
Transfer from Donation Fund	-	-	-	-	-	0.0%	12,500	12,500	12,500	-	100.0%
Transfers from GF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from UF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Proceeds	300,000	300,000	301,360	301,360	1,360	100.5%	-	-	-	-	0.0%
Other Revenue	500	500	712	712	212	142.3%	363	87	87	(276)	23.9%
TOTAL REVENUE:	560,500	560,500	367,071	367,071	(143,429)	65.5%	132,613	42,524	42,524	(90,089)	32.1%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	7,000	7,000	-	-	(7,000)	0.0%	3,388	3,388	3,388	-	100.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	93,386	-	-	(93,386)	0.0%
Capital Outlay	496,707	496,707	335,785	335,785	(160,923)	67.6%	-	99,715	99,715	99,715	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	61,785	61,785	-	-	(61,785)	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	565,492	565,492	335,785	335,785	(229,708)	59.4%	96,774	103,103	103,103	6,330	106.5%
REV OVER/(UNDER) EXP	(4,992)	(4,992)	31,287	31,287			35,839	(60,579)	(60,579)		
ENDING FUND BALANCE	365,937	365,937		402,216			370,929		274,511		
Less: Net Capital Assets	(322,581)	(322,581)		(322,581)			(322,581)		(219,561)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	43,356	43,356		79,635			48,348		54,950		



Town of Northlake
BUILDING SERVICES FUND
 Quarter Ended December 31, 2017

Fund: 506	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	25,000	25,000		25,000			-		-		
REVENUES:											
Mayor & Council	825	825	206	206	(619)	25.0%	-	-	-	-	0.0%
Administration-GF	16,000	16,000	4,000	4,000	(12,000)	25.0%	264,546	28,637	28,637	(235,910)	10.8%
Town Secretary	6,958	6,958	1,740	1,740	(5,219)	25.0%	6,325	1,581	1,581	(4,744)	25.0%
Municipal Courts	20,870	20,870	5,218	5,218	(15,653)	25.0%	18,973	4,743	4,743	(14,230)	25.0%
Development	8,696	8,696	2,174	2,174	(6,522)	25.0%	7,905	1,976	1,976	(5,929)	25.0%
Police	62,611	62,611	15,653	15,653	(46,958)	25.0%	56,919	14,230	14,230	(42,689)	25.0%
Public Works	17,392	17,392	4,348	4,348	(13,044)	25.0%	15,811	3,953	3,953	(11,858)	25.0%
Administration-HOT	1,739	1,739	435	435	(1,304)	25.0%	1,581	395	395	(1,186)	25.0%
Adminstration-EDC	1,739	1,739	435	435	(1,304)	25.0%	1,581	395	395	(1,186)	25.0%
Administration-CDC	1,739	1,739	435	435	(1,304)	25.0%	1,581	395	395	(1,186)	25.0%
Administration-WS Fund	4,870	4,870	1,218	1,218	(3,653)	25.0%	4,427	1,107	1,107	(3,320)	25.0%
Utility Department	17,392	17,392	4,348	4,348	(13,044)	25.0%	15,811	3,953	3,953	(11,858)	25.0%
Maintenace Reserve	-	-	-	-	-	0.0%	10,001	2,500	2,500	(7,501)	25.0%
TOTAL REVENUE:	160,831	160,831	40,208	40,208	(120,623)	25.0%	405,461	63,865	63,865	(341,596)	15.8%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	24,760	24,760	6,013	6,013	(18,747)	24.3%	25,191	6,988	6,988	(18,202)	27.7%
Maintenance	8,000	8,000	1,617	1,617	(6,383)	20.2%	6,446	742	742	(5,704)	11.5%
Utilities	30,500	30,500	3,403	3,403	(27,097)	11.2%	24,730	1,769	1,769	(22,961)	7.2%
Services	74,200	74,200	17,978	17,978	(56,222)	24.2%	-	12,237	12,237	12,237	0.0%
Capital Outlay	8,000	8,000	-	-	(8,000)	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	145,460	145,460	29,010	29,010	(116,450)	19.9%	56,367	21,737	21,737	(34,630)	38.6%
REV OVER/(UNDER) EXP	15,371	15,371	11,198	11,198			349,094	42,128	42,128		
ENDING FUND BALANCE	40,371	40,371		36,198			349,094		42,128		
Less: Net Capital Assets	(27,190)	(27,190)		(27,190)			(27,190)		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	13,181	13,181		9,007			321,904		42,128		



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended December 31 2017

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
COUNCIL											
EXPENDITURES:											
Payroll & Benefits	2,600	2,600	760	760	(1,840)	29.2%	2,103	1,010	1,010	(1,093)	48.0%
Supplies	1,100	1,100	45	45	(1,055)	4.1%	817	20	20	(797)	2.5%
Maintenance	-	-	-	-	-	0.0%	205	-	-	(205)	0.0%
Utilities	750	750	111	111	(639)	14.9%	822	119	119	(703)	14.5%
Services	15,000	15,000	3,555	3,555	(11,445)	23.7%	9,933	5,093	5,093	(4,840)	51.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	825	825	-	-	(825)	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	20,275	20,275	4,472	4,472	(15,803)	22.1%	13,879	6,242	6,242	(7,637)	45.0%
ADMINISTRATION											
EXPENDITURES:											
Payroll & Benefits	323,891	323,891	81,816	81,816	(242,075)	25.3%	290,158	67,266	67,266	(222,892)	23.2%
Supplies	14,825	14,825	1,153	1,153	(13,672)	7.8%	10,033	625	625	(9,408)	6.2%
Maintenance	650	650	81	81	(569)	12.5%	306	-	-	(306)	0.0%
Utilities	1,200	1,200	263	263	(937)	21.9%	2,147	1,176	1,176	(971)	54.8%
Services	228,325	228,325	45,893	45,893	(182,432)	20.1%	278,553	72,508	72,508	(206,044)	26.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	16,000	16,000	4,000	4,000	(12,000)	25.0%	15,546	3,887	3,887	(11,660)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	584,891	584,891	133,206	133,206	(451,685)	22.8%	596,743	145,462	145,462	(451,281)	24.4%
TOWN SECRETARY											
EXPENDITURES:											
Payroll & Benefits	92,971	92,971	24,043	24,043	(68,928)	25.9%	86,698	20,958	20,958	(65,740)	24.2%
Supplies	3,510	3,510	388	388	(3,122)	11.1%	2,323	381	381	(1,942)	16.4%
Maintenance	500	500	81	81	(419)	16.3%	51	-	-	(51)	0.0%
Utilities	-	-	-	-	-	0.0%	485	382	382	(103)	78.9%
Services	14,650	14,650	1,822	1,822	(12,828)	12.4%	16,540	3,666	3,666	(12,874)	22.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	6,958	6,958	1,740	1,740	(5,219)	25.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	118,589	118,589	28,073	28,073	(90,516)	23.7%	106,097	25,388	25,388	(80,709)	23.9%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended December 31 2017

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
MUNICIPAL COURT											
EXPENDITURES:											
Payroll & Benefits	202,687	202,687	51,639	51,639	(151,048)	25.5%	184,886	44,703	44,703	(140,183)	24.2%
Supplies	6,040	6,040	479	479	(5,561)	7.9%	3,286	623	623	(2,663)	19.0%
Maintenance	-	-	163	163	163	0.0%	3,266	-	-	(3,266)	0.0%
Utilities	-	-	-	-	-	0.0%	-	884	884	884	0.0%
Services	59,610	59,610	5,107	5,107	(54,503)	8.6%	(1,673)	6,654	6,654	8,327	-397.8%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	20,870	20,870	5,218	5,218	(15,653)	25.0%	20,277	5,069	5,069	(15,208)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	289,207	289,207	62,605	62,605	(226,602)	21.6%	210,042	57,934	57,934	(152,107)	27.6%
DEVELOPMENT SERVICES											
EXPENDITURES:											
Payroll & Benefits	75,216	75,216	19,136	19,136	(56,080)	25.4%	68,981	16,718	16,718	(52,263)	24.2%
Supplies	1,700	1,700	286	286	(1,414)	16.8%	3,999	305	305	(3,694)	7.6%
Maintenance	800	800	81	81	(719)	10.2%	1,297	-	-	(1,297)	0.0%
Utilities	150	150	111	111	(39)	74.3%	630	412	412	(218)	65.4%
Services	344,130	344,130	21,884	21,884	(322,246)	6.4%	384,051	72,456	72,456	(311,595)	18.9%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	8,696	8,696	2,174	2,174	(6,522)	25.0%	8,449	2,112	2,112	(6,337)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	430,692	430,692	43,672	43,672	(387,020)	10.1%	467,406	92,004	92,004	(375,403)	19.7%
POLICE											
EXPENDITURES:											
Payroll & Benefits	1,096,531	1,096,531	254,237	254,237	(842,294)	23.2%	824,652	182,234	182,234	(642,418)	22.1%
Supplies	79,628	79,628	8,647	8,647	(70,981)	10.9%	60,634	8,593	8,593	(52,041)	14.2%
Maintenance	29,978	29,978	5,963	5,963	(24,015)	19.9%	31,660	6,544	6,544	(25,116)	20.7%
Utilities	4,500	4,500	858	858	(3,642)	19.1%	6,344	2,181	2,181	(4,163)	34.4%
Services	61,200	61,200	10,754	10,754	(50,446)	17.6%	41,993	8,322	8,322	(33,671)	19.8%
Capital Outlay	-	-	-	-	-	0.0%	2,484	-	-	(2,484)	0.0%
Transfers	135,000	135,000	43,153	43,153	(91,847)	32.0%	130,582	32,646	32,646	(97,937)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,406,837	1,406,837	323,612	323,612	(1,083,225)	23.0%	1,098,349	240,520	240,520	(857,829)	21.9%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended December 31 2017

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - GENERAL FUND											
EXPENDITURES:											
Payroll & Benefits	238,343	238,343	53,779	53,779	(184,564)	22.6%	176,630	35,737	35,737	(140,893)	20.2%
Supplies	33,705	33,705	2,917	2,917	(30,788)	8.7%	24,490	2,660	2,660	(21,830)	10.9%
Maintenance	165,750	165,750	55,678	55,678	(110,072)	33.6%	150,818	16,482	16,482	(134,336)	10.9%
Utilities	3,720	3,720	1,410	1,410	(2,310)	37.9%	4,234	800	800	(3,433)	18.9%
Services	28,000	28,000	3,555	3,555	(24,445)	12.7%	43,872	10,819	21,290	(22,583)	48.5%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	42,392	42,392	10,598	10,598	(31,794)	25.0%	41,898	10,475	10,475	(31,424)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	511,910	511,910	127,938	127,938	(383,972)	25.0%	441,942	76,973	87,444	(354,498)	19.8%
GENERAL FUND - NON DEPARTMENTAL											
EXPENDITURES:											
Payroll & Benefits	15,000	15,000	-	-	(15,000)	0.0%	1,360	-	-	(1,360)	0.0%
Supplies	-	-	-	-	-	0.0%	13	-	-	(13)	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	129,965	129,965	18,896	18,896	(111,069)	14.5%	76,990	37,800	37,800	(39,189)	49.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	534,416	-	-	(534,416)	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	144,965	144,965	18,896	18,896	(126,069)	13.0%	612,778	37,800	37,800	(574,978)	6.2%
ADMINISTRATION - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	99,357	99,357	24,520	24,520	(74,837)	24.7%	76,329	10,911	10,911	(65,418)	14.3%
Supplies	6,200	6,200	771	771	(5,429)	12.4%	6,148	536	536	(5,613)	8.7%
Maintenance	100	100	81	81	(19)	81.3%	51	-	-	(51)	0.0%
Utilities	-	-	-	-	-	0.0%	43	350	350	308	820.4%
Services	25,350	25,350	6,903	6,903	(18,447)	27.2%	101,964	3,570	3,570	(98,395)	3.5%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	154,870	154,870	38,718	38,718	(116,153)	25.0%	129,731	32,433	32,433	(97,298)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	285,877	285,877	70,992	70,992	(214,885)	24.8%	314,267	47,800	47,800	(266,467)	15.2%



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended December 31 2017

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	281,137	281,137	42,265	42,265	(238,872)	15.0%	168,345	31,863	31,863	(136,482)	18.9%
Supplies	35,870	35,870	4,084	4,084	(31,786)	11.4%	20,635	7,417	7,417	(13,218)	35.9%
Maintenance	92,700	92,700	26,306	26,306	(66,394)	28.4%	104,670	20,657	20,657	(84,013)	19.7%
Utilities	1,545,220	1,545,220	295,993	295,993	(1,249,227)	19.2%	986,418	276,496	276,496	(709,922)	28.0%
Services	21,800	21,800	15,775	15,775	(6,025)	72.4%	72,170	22,658	22,658	(49,512)	31.4%
Capital Outlay	189,900	189,900	38,523	38,523	(151,377)	20.3%	-	47,702	47,702	47,702	0.0%
Transfers	142,392	142,392	35,598	35,598	(106,794)	25.0%	41,898	10,475	10,475	(31,424)	25.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	2,309,019	2,309,019	458,544	458,544	(1,850,475)	19.9%	1,394,136	417,267	417,267	(976,869)	29.9%
PUBLIC WORKS - NON DEPARTMENTAL											
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	25	-	-	(25)	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	12,000	12,000	7,717	7,717	(4,283)	64.3%	17,774	3,492	36	(17,738)	0.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	12,000	12,000	7,717	7,717	(4,283)	64.3%	17,799	3,492	36	(17,763)	0.2%



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5

- C. Consider for approval the meeting minutes dated December 8, 2016
- D. Consider for approval the workshop minutes dated January 12, 2017
- E. Consider for approval a Resolution authorizing and calling a general municipal election to be held on Saturday May 6, 2017 for the purpose of electing a Mayor and two Council Members for Place 4 & 5, authorizing the notice of election, a joint election with other Denton County political subdivisions and authorizing the Town Administrator to enter into a contract with Denton County Texas for election services (Res. No. 17-1)



**Town of Northlake
Council Meeting Minutes
Thursday, December 8, 2016
1400 FM 407 – Northlake, Texas**

1. Mayor Dewing called the regular work session to order at 5:30 pm, all members present

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

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Eric Tamayo, Public Works Director; Patrol Officer Jason Schmidt; and Shirley Rogers, Town Secretary

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

2. Briefing Items

- A. Northlake Comprehensive Plan Update given by Shai Roos and Brian Guenzel of SJR Planning Consultants

- Briefed the council on the process which started in December 2015
- Facilitated four community engagement events: Strategic Foresight Lab- 2 day period, Town Hall meeting, online surveys, development roundtable, and met with the steering committee three times in 2016
- Highlights of Plan: Vision, Introduction, Community Snapshot-Indicators and Engagement, Policy Recommendation and Plan Implementation

- B. Concept Plan for Gibbs/Young Tracts presented by Hillwood Communities-Tom Woliver and Brian Carlock

- Proposed master-planned community bounding by FM 407 to the north, Cleveland Gibbs Road to the east, approx. one-half mile south of Mulkey Lane and approx. one mile west of Cleveland Gibbs for a total of 1,019 acres

- C. Municipal Management District Overview briefed by Drew Corn

- Created by the Legislature with specified powers
- Requires the consent of the town
- TCEQ administers creation process and oversight
- Generally same as MUD, but more flexible
- Appointed board
- Council appointment to board
- Oversight specified
- Approvals at various steps

3. Mayor Dewing called the regular meeting to order at 6:36 pm, all members present
Pledge of Allegiance and a moment of silence was observed

4. Public Input

- Rena Hardeman, resident of Northlake, stated her opposition to a proposed wastewater temporary plant planned close to her property and opposed the creation of a municipal management district
- Tammy Wright, resident of Northlake, expressed concerns of previous campaign which she was the challenger during last municipal election. Her opponent's stated position was to keep Northlake rural, preserving large ranch lands, but seven months later, the council member's land is under contract with a developer. The development concept presented was for a high density mixed use development

5. Consent Items

Mayor Dewing pulled Item 'E' for further discussion as requested by Councilmember McBride

Councilmember Sessions moved to approve the consent items D & F. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

D. Meeting minutes dated November 10, 2016

F. Northlake Public Improvement District No. 1 (Harvest) Management Contract approval

E. Councilmember McBride moved to approve 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. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

6. Regular Items

G. Ordinance adopting Roadway Impact Fees

i. Mayor Dewing opened the public hearing at 6:54 pm to hear comments for or against the proposed Roadway Impact Fees

- Joel McGregor, resident of Northlake stated his concern for current residents having to pay the fees
- Rena Hardeman, resident of Northlake, stated Northlake's fees were outrageous and out of control, opposed to the fees

Mayor Dewing closed the public hearing at 6:59 pm

ii. Councilmember McBride moved to approve Ordinance No. 16-1208B, adopting and imposing Roadway Impact Fees on new land development or redevelopment in the Town limits of the Town of Northlake, Texas; establishing service areas, providing for 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. 2nd by Mayor Pro Tem Simpson

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

H. 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. Mayor Dewing opened the public hearing at 7:13 pm to hear comments for or against the proposed ordinance

- No one came forward to speak nor any written communications received

Mayor Dewing closed the public hearing at 7:14 pm

ii. Councilmember Sessions moved to approve Ordinance No. 16-1208C. 2nd by Councilmember Young

Vote: Motion passed unanimous

I. Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County

i. Mayor Dewing opened 2ND public hearing at 7:16 pm to hear comments for or against the agreement

- No one came forward to speak nor any written communications received

Mayor Dewing closed the public hearing at 7:17 pm

ii. Councilmember McBride moved to approve Resolution No. 16-40. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

J. Mayor Pro Tem Simpson moved to approve Ordinance No. 16-1208D, for the annexation for limited purposes pursuant to TLG Section 43.0751 of a territory located in the Belmont Fresh Water Supply District No. 1 of Denton County on approx. 10.463 acres located in the Patrick Rock Survey, Abstract No. 1063 per the Strategic Partnership Agreement. 2nd by Councilmember Young

Vote: Motion passed unanimous

- K. Councilmember Young moved to approve the 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. 2nd by Councilmember McBride

Vote: Motion passed unanimous

- L. Ordinance updating the Northlake Comprehensive Plan by the adoption of the Pathway to 2040 Northlake Comprehensive Plan Update

- i. Mayor Dewing opened the public hearing at 7:23 pm to hear comments for or against the proposed plan update
- Rena Hardeman, resident of Northlake, stated while she was respectful of the plan, it sets up Northlake to be like every other community in the area and wants the town to be unique, a special niche market

Mayor Dewing closed the public hearing at 7:25 pm

- ii. Councilmember Sessions moved to approve Ordinance No. 16-1208E. 2nd by Councilmember McBride

Vote: Motion passed unanimous

- M. Mayor Pro Tem Simpson moved to approve Resolution No. 16-41 consenting to the creation of the Northlake Municipal Management District No. 1. 2nd by Councilmember McBride

Vote: Motion passed
For: Simpson, McBride, Dewing
Against: Ganz, Sessions
Tie Breaking Vote: Mayor Dewing

During this item Jean Young, Council Member Place 1, filed a Conflict of Interest Affidavit before the meeting stating she has a substantial interest in a business entity or real property that may receive a special economic effect by the vote or decisions of the Northlake Town Council. Therefore, she will not take part of any discussion regarding the item

- N. Councilmember McBride moved to approve an Application to Obtain Domestic Wastewater Permit for HP Gibbs, LP. This motion died for a lack of a second

During this item, Jean Young, Council Member Place 1, filed a Conflict of Interest Affidavit before the meeting stating she has a substantial interest in a business entity or real property that may receive a special economic effect by the vote or decisions of the Northlake Town Council. Therefore, she will not take part of any discussion regarding the item

7. Executive Session – did not convene into closed session during the meeting
8. Mayor Dewing adjourned the meeting at 8:00 pm

Passed and approved on this the 30th January, 2017

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



**Town of Northlake, Texas
Council Workshop Notes
Thursday, January 12, 2017
Holiday Inn Express Hotel – 13501 Raceway Drive – Northlake Texas**

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

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

Town Staff Present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Shirley Rogers, Town Secretary; Eric Tamayo and Officer Alvin Carey

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

Also present:
Hillwood Communities Fred Balda, President; Brian Carlock, Sr. Vice President Acquisitions; Angie Mastrocola, Sr. Vice President Operations & Project Management; Elaine Ford, Sr. Vice President; Tom Wolliver, Director of Planning & Development; Gina Terrell, Development Manager; Joe Schneider, Vice President Alliance Hillwood

Kimley Horn Engineering Jeff James, Principal; Mark Harris and Jason Kaiser, Project Managers

Discussions were held on the proposed Young Gibbs Tract development - understanding how the proposed Master Plan fits within the context of the current Town comp plan; the limited waste water options to service the development; fundamentals of modular package plants; understanding how other communities in North Texas near the size of Northlake have coped with zoning densities, population growth, how each want to preserve the rural atmosphere and natural assets but welcome commercial-retail providing residents the services and amenities they expect along with a diversified tax base to achieve this goal. Council was told of several WWTP's near Northlake, including City of Denton in Robson Ranch, Town of Ponder, City of Justin, Trophy Club MUD 1, Northlake Village MPH, Briarwood and the Denton Creek Trinity River Authority Plant in City of Roanoke, explained how these are permitted and inspected by the state and EPA, touched on plant operations

Mayor Dewing adjourned the workshop at 7:44 pm

Passed and approved on this the 30th day of January, 2017

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



RESOLUTION NO. 17-01

GENERAL ELECTION ORDER FOR MAY 6, 2017

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 6, 2017 FOR THE PURPOSE OF ELECTING A MAYOR AND TWO COUNCIL MEMBERS TO PLACES 4 & 5; AUTHORIZING THE NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A CONTRACT WITH DENTON COUNTY, TEXAS FOR ELECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the Town of Northlake, as set forth by the Texas Election Code, is required to be held on May 6, 2017, at which time the voters will elect three citizens to Town Council: Mayor and Places 4 & 5; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the Town election will be conducted jointly with other political subdivisions of Denton County, Texas.

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

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. The Town Council hereby orders a general municipal election to be held on Saturday, the 6th day of May, 2017 for the purpose of electing a Mayor and two citizens to serve on the Town Council, Places 4 & 5 by the qualified voters of the Town of Northlake.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton County on Saturday, May 6, 2017, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. Qualified persons may file as candidates for the general municipal election by filing applications in the office of the Town Secretary located at 1400 FM 407, Northlake, Texas 76247 from 8:00 am to 4:00 pm, on all regular business days from January 18, 2017 through February 16, 2017 and from 8:00 am to 5:00 pm on February 17, 2017.

SECTION 5. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 6. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Administration Office in Denton, Texas beginning on Monday, April 24, 2017 and continuing through Tuesday, May 2, 2017 at the times set forth below:

Denton County Elections Administration - 701 Kimberly Drive, Suite A101- Denton Texas 76208

Date

Time

Monday through Saturday
April 24, 2017– April 29, 2017

8:00 a.m. – 5:00 p.m.

Monday and Tuesday
May 1, 2017 – May 2, 2017

7:00 a.m. – 7:00 p.m.

SECTION 7. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations. Please go to elections.dentoncounty.com for the latest early voting locations.

SECTION 8. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton Texas 76202

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 25, 2017.

SECTION 9. The election shall be conducted pursuant to the election laws of the State of Texas.

SECTION 10. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 11. The Town Administrator is hereby authorized to execute the contract for a joint election and election services with Denton County as the authorized representative of the Town.

SECTION 12. The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 13. The Mayor and the Town Secretary of the Town, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code in carrying out and conducting the elections, whether or not expressly authorized herein.

SECTION 14. This resolution shall be effective immediately upon adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS, ON THIS THE 30th DAY OF JANUARY, 2017**

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

THE STATE OF TEXAS
COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

THIS CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions located entirely or partially inside the boundaries of Denton County:

Insert jurisdictions

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 6, 2017 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as "Elections Administrator."

RECITALS

Each participating authority listed above plans to hold a general and/or special election on May 6, 2017.

The County owns an electronic voting system, the Hart InterCivic eSlate/eScan Voting System (Version 6.2.1), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions desire to use the County's electronic voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The parties agree to hold a "Joint Election" with each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Denton County Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Denton County Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Denton County Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's electronic voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those polling places where jurisdictions overlap.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating

authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all electronic voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Denton County Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating city, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). All Early Voting and Election Day locations shall be located in Denton County. The proposed voting locations are listed in Attachment A of this agreement. In the event that a voting location is not available or appropriate, the Elections Administrator will arrange for the use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Attachment A.

If polling places for the May 6, 2017 joint election are different from the polling place(s) used by a participating authority in its most recent election, the authority agrees to post a notice no later than May 6, 2017 at the entrance to any previous polling places in the jurisdiction stating that the polling location has changed and stating the political subdivision's polling place names and addresses in effect for the May 6, 2017 election. This notice shall be written in both the English and Spanish languages.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting polling place officials who are bilingual (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election official who is fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. Election judges and clerks who attend voting equipment training and/or procedures training shall be compensated at the rate of \$9 per hour.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County (\$11 an hour for presiding judges, \$10 an hour for alternate judges, and \$9 an hour for clerks) pursuant to Texas Election Code

Section 32.091. The election judge, or his designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close.

The Elections Administrator may employ other personnel necessary for the proper administration of the election, including such part-time help as is necessary to prepare for the election, to ensure the timely delivery of supplies during early voting and on Election Day, and for the efficient tabulation of ballots at the central counting station. Part-time personnel working as members of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for all election supplies and voting equipment including, but not limited to, the County's electronic voting system and equipment, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. Any additional required materials (required by the Texas Election Code) must be provided by the entity, and delivered to the Elections Office 33 days (April 3, 2017) prior to Election Day. If this deadline is not met, the materials must be delivered by the entity, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. The Elections Administrator shall be responsible for conducting all required testing of the electronic equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). Said list must be in a Word document, the information must be in an upper and lower case format, be in an Arial 10 point font, and contain candidate information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot and the audio recording of the ballot, insofar as it pertains to that authority's candidates and/or propositions.

The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall be arranged in the following order: Independent School District, City, Water District(s), and other political subdivisions.

Early Voting by Personal Appearance and voting on Election Day shall be conducted exclusively on Denton County's eSlate electronic voting system.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on relevant employees upon hiring as required by Election Code Section 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist

in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authority shall serve in that capacity without additional compensation.

Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any of the joint early voting locations.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address for the Denton County Early Voting Clerk is:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Elections@dentoncounty.com

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots, that are sent by a contract carrier (ie. UPS, FedEx, etc.) should be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Elections@dentoncounty.com

The Elections Administrator shall post on the county website each participating authority's early voting report on a daily basis and a cumulative final early voting report following the close of early voting. In accordance with Section 87.121(g) of the Election Code, the daily reports showing the previous day's early voting activity will be posted to the county website no later than 8:00 a.m. each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

The Elections Administrator shall determine whether a Signature Verification Committee is necessary, and if so, shall appoint the members.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Frank Phillips, Denton County Elections Administrator
Tabulation Supervisor:	Kerry Martin, Deputy Denton County Elections Administrator
Presiding Judge:	Early Voting Ballot Board Judge
Alternate Judge:	Early Voting Ballot Board Alternate Judge

The counting station manager or his representative shall deliver timely cumulative reports of the election results as precincts report to the central and remote counting stations and are tabulated by posting on the Elections website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Denton County web site. To ensure the accuracy of reported election returns, results printed on the tapes produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection sites or by phone from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating entities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or his designee, no later than three days after Election Day of the date of the canvass.

The Elections Administrator shall prepare and deliver by email to each participating entity, the electronic precinct-by-precinct results reports for uploading to the Secretary of State as required by Section 67.017 of the Election Code.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside Denton County agrees that the Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within 3 business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the May 6, 2017 election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 10, 2017.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared according to a formula which is based on the average cost per election day polling place (unit cost) as determined by adding together the overall expenses and dividing the expenses equally among the total number of polling places. Costs for polling places shared by more than one participating authority shall be pro-rated equally among the participants utilizing that polling place.

It is agreed that charges for Election Day judges and clerks and Election Day polling place rental fees shall be directly charged to the appropriate participating authority rather than averaging those costs among all participants.

If a participating authority's election is conducted at more than one election day polling place, there shall be no charges or fees allocated to the participating authority for the cost of election day polling places in which the authority has fewer than 50% of the total registered voters served by that polling place, except that if the number of registered voters in all of the authority's polling places is less than the 50% threshold, the participating authority shall pay a pro-rata share of the costs associated with the polling place where it has the greatest number of registered voters.

Costs for Early Voting by Personal Appearance shall be allocated based upon the actual costs associated with each early voting site. Each participating authority shall be responsible for a pro-rata portion of the actual costs associated with the early voting sites located within their jurisdiction. Participating authorities that do not have a regular (non-temporary) early voting site within their jurisdiction shall pay a pro-rata portion of the nearest regular early voting site.

Costs for Early Voting by mail shall be allocated according to the actual number of ballots mailed to each participating authority's voters.

Each participating authority agrees to pay the Denton County Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with any individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided for by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an election day polling place or early voting site within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Elections Office Staff, and any unforeseen expenses needed to conduct the election, will be borne by the Participating Authority or Authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fee, if applicable.

It is agreed that any of the joint election early voting sites that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting site located at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such site(s). In the event that any early voting site is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authority agrees that any recount shall take place at the offices of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outlined in this contract or on the calendar (Attachment C) may result in additional charges, including but not limited to, overtime charges, etc.

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 6, 2017 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election.

[illegible]

XVII. SIGNATURE PAGE (separate page)

Revised 1.12.2017 (9:40 a.m.)



Regular Items

Agenda Item 6

- F. Consider approval of a Final Plat for Harvest Meadows Phase 3, a proposed residential subdivision consisting of 312 residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 81.090-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the west side of Cleveland-Gibbs Road and south of Old Justin Road. Harvest Meadows Phase 3, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case #FP-16-016
- G. Consider for approval the Fourth Amendment to the Third Amended and Restated Development Agreement between the Town of Northlake, Texas and Belmont 407 LLC and (related entities) and the District, and the taking of any action necessary or appropriate in connection therewith
- H. Consider for approval the Cost-Sharing Agreement relating to use and construction of water distribution lines between the Town of Northlake, Texas and Belmont Fresh Water Supply District No. 1 of Denton County Texas, and taking any action necessary or appropriate in connection therewith
- I. Consider for approval the Memorandum of Understanding (MOU) between the Town of Northlake, Texas and HP Gibbs, LP
- J. Consider for approval the Professional Services Agreement between the Town of Northlake, Texas and HP Gibbs, LP

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 30, 2017
Re: Final Plat for Harvest Meadows Phase 3 (FP-16-016)

Purpose: To consider approval of a Final Plat for Harvest Meadows Phase 3, a proposed residential subdivision within the extraterritorial jurisdiction of the Town of Northlake on an 81.090-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the west side of Cleveland-Gibbs Road and south of Old Justin Road.

Owner/Applicant/Developer: Harvest Meadows Phase 3, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Background: The location of this plat was incorporated into the Harvest development with the acquisition of the Thompson and McGee tracts by the developer and the subsequent approval by Town Council of the First Amendment to the Third Amended and Restated Development Agreement which made it subject to the same standards, including the Harvest Development Code, as the remainder of the Harvest development. This part of Harvest is referred to as Harvest Meadows. A preliminary plat was approved for Harvest Meadows Phase 3 on July 28, 2016.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The final plat is comprised of 312 residential lots and 11 open space lots. The “nonresidential/open space lots” are lots dedicated for open space and amenities to be owned and maintained by the homeowners association, Fresh Water Supply District, and/or public improvement district as applicable.

The final plat is consistent with the approved preliminary plat. The entire area of this final plat is within Zone 2 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions. Construction plans for water, sewer, streets and storm drainage are have been reviewed and approved by the Town Engineer and Public Works Director. The plans include the extension of Cleveland-Gibbs Road north to Old Justin Road with the construction of two of the ultimate 4 lanes. The other two lanes are currently under construction as part of Harvest Phase 3B.

Staff Findings: Staff finds the final plat acceptable for approval as submitted.

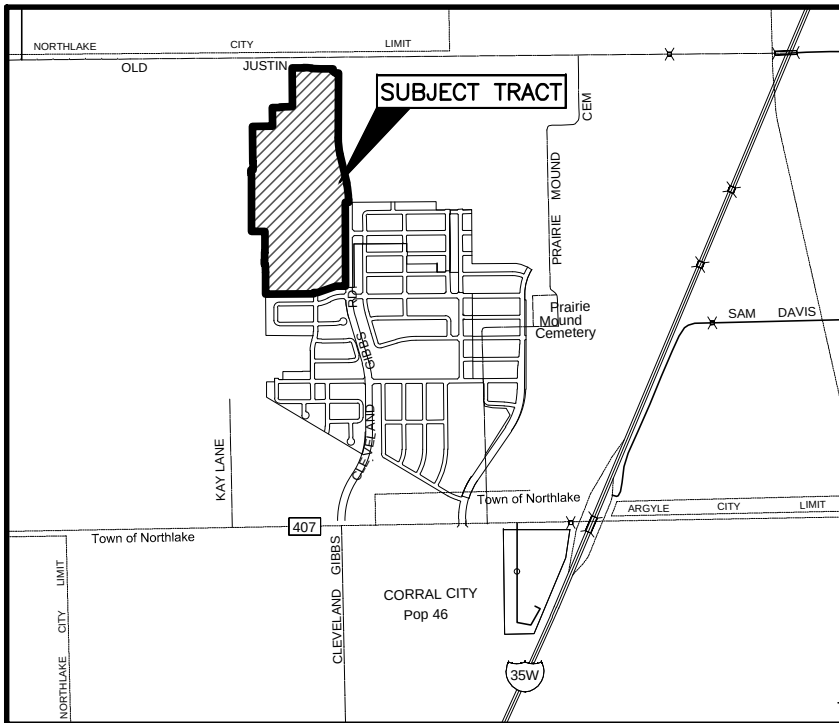
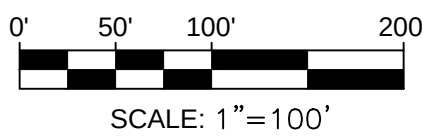
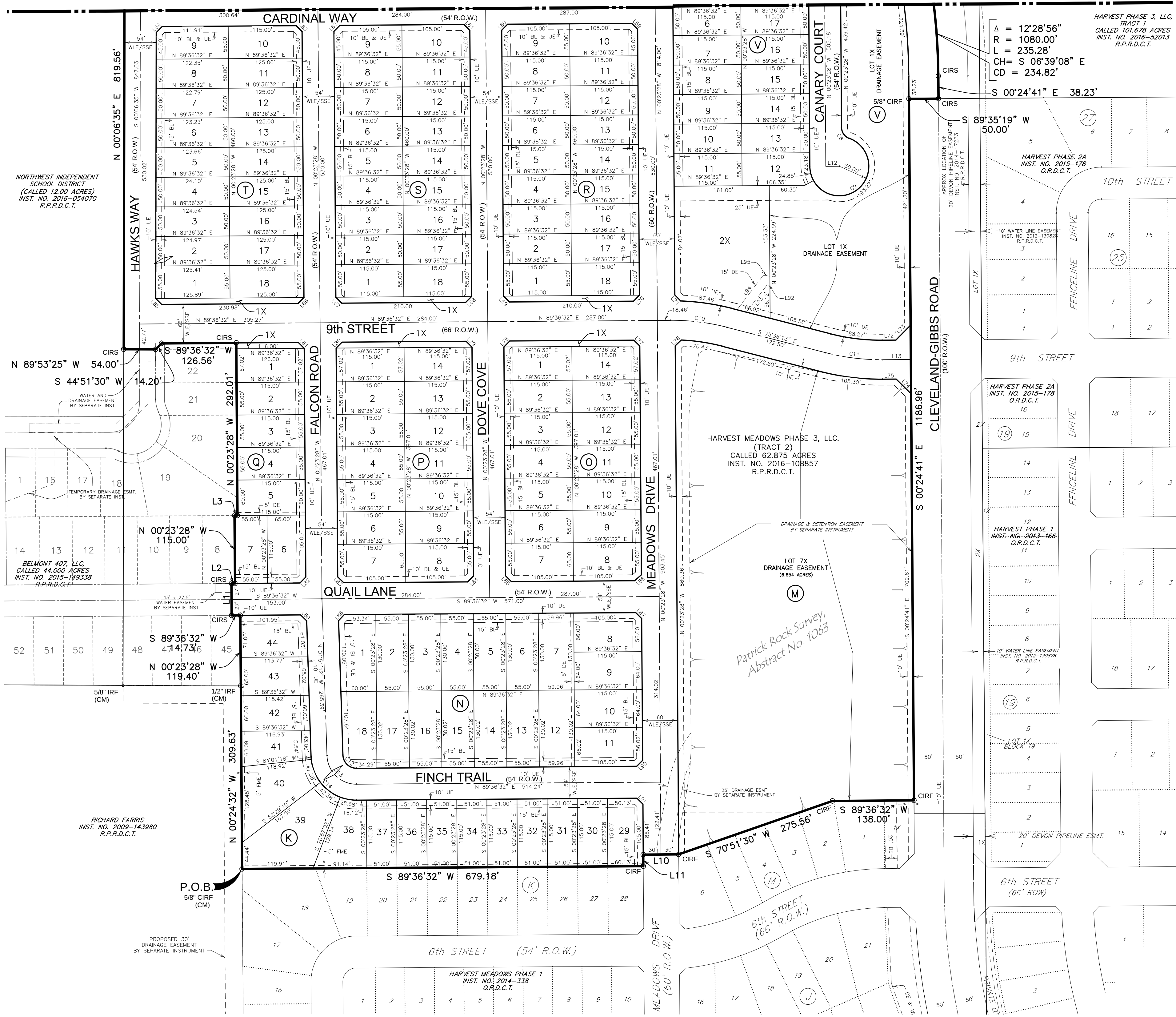
LINE TABLE					
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 0°23'28" W	54.00'	L51	N 45°23'28" W	14.14'
L2	N 89°36'32" E	6.00'	L52	N 44°36'32" W	14.14'
L3	N 89°36'32" E	5.00'	L53	N 45°23'28" W	14.14'
L4	N 45°08'27" W	14.08'	L54	N 44°36'32" E	14.14'
L5	N 0°23'28" W	54.00'	L55	S 45°23'28" E	14.14'
L6	N 89°36'32" E	33.17'	L56	N 44°51'33" E	14.20'
L7	S 89°36'32" W	5.00'	L57	N 45°08'27" W	14.08'
L8	N 89°36'32" E	105.00'	L58	S 44°36'32" W	14.14'
L9	N 44°36'32" E	14.14'	L59	S 45°23'28" E	14.14'
L10	S 89°36'32" W	60.00'	L60	N 44°36'32" E	14.14'
L11	S 0°23'28" E	19.58'	L61	S 45°23'28" E	14.14'
L12	S 89°36'32" W	23.00'	L62	N 44°36'32" E	14.14'
L13	N 89°36'32" E	48.31'	L63	S 45°23'28" E	14.14'
L14	N 27°18'28" W	34.89'	L64	N 44°44'03" E	14.17'
L15	N 25°43'52" E	34.59'	L65	N 45°08'27" W	14.08'
L16	N 44°51'57" W	17.46'	L66	S 44°36'32" W	14.14'
L17	N 44°49'46" E	14.09'	L67	N 45°23'28" W	14.14'
L18	S 45°10'14" W	14.20'	L68	S 44°36'32" W	14.14'
L19	N 44°51'54" E	35.51'	L69	N 45°23'28" W	14.14'
L20	N 45°23'28" W	14.14'	L70	S 44°36'08" W	14.14'
L21	S 44°36'19" W	14.14'	L71	N 44°29'22" W	14.36'
L22	N 45°23'28" W	14.14'	L72	N 89°36'32" E	23.29'
L23	S 44°36'32" W	14.14'	L73	N 44°35'56" E	35.35'
L24	N 45°23'28" W	14.14'	L74	S 45°24'04" E	35.36'
L25	S 45°23'28" E	14.14'	L75	N 89°36'32" E	23.32'
L26	N 44°36'32" E	14.14'	L76	N 45°41'05" E	13.87'
L27	S 45°23'28" E	14.14'	L77	S 45°23'28" E	14.14'
L28	N 44°36'32" E	14.14'	L78	N 44°36'32" E	14.14'
L29	S 45°08'28" E	35.20'	L79	S 45°23'28" E	14.14'
L30	N 44°49'01" W	14.09'	L80	N 44°36'32" E	14.14'
L31	N 45°10'59" W	14.19'	L81	S 45°23'28" E	14.14'
L32	S 44°49'01" W	14.09'	L82	S 45°23'28" W	14.14'
L33	N 45°10'59" W	14.19'	L83	N 45°23'28" W	14.14'
L34	S 44°49'01" W	14.09'	L84	S 44°36'32" W	14.14'
L35	S 45°10'59" W	14.19'	L85	N 45°23'28" W	14.14'
L36	N 44°49'01" E	14.09'	L86	S 48°13'19" W	15.13'
L37	S 45°10'56" E	14.19'	L87	S 45°23'28" E	14.14'
L38	S 44°49'01" W	14.09'	L88	N 45°24'04" E	13.96'
L39	S 45°10'59" E	14.19'	L89	S 46°07'20" E	14.32'
L40	S 44°36'32" W	14.14'	L90	S 44°36'32" W	14.14'
L41	N 45°23'28" W	14.14'	L91	S 45°23'28" E	14.14'
L42	N 44°36'32" E	14.14'	L92	N 82°45'11" W	4.70'
L43	S 45°23'28" E	14.14'	L93	S 37°14'49" W	58.25'
L44	N 44°36'32" E	14.14'	L94	N 37°14'49" E	73.23'
L45	S 45°23'28" E	14.14'	L95	S 82°45'11" E	11.35'
L46	S 44°36'32" W	14.14'			
L47	N 45°23'28" W	14.14'			
L48	N 44°36'32" W	14.14'			
L49	N 45°23'28" W	14.14'			
L50	S 44°36'32" W	14.14'			

CURVE TABLE				
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	292.50'	59.05'	58.95'	N 83°49'31" E
C2	307.50'	62.08'	61.97'	N 11°34'01" E
C3	50.00'	78.92'	70.98'	S 44°49'46" W
C4	50.00'	78.15'	70.44'	N 45°10'14" W
C5	23.00'	36.13'	32.63'	N 45°23'28" W
C6	50.00'	78.54'	70.71'	N 45°23'28" W
C7	77.00'	120.95'	108.89'	N 45°23'28" W
C8	20.00'	24.42'	22.93'	S 35°21'56" E
C9	50.00'	218.12'	81.94'	N 54°38'04" E
C10	375.00'	96.78'	96.52'	N 82°59'50" W
C11	375.00'	96.78'	96.52'	S 82°59'50" E
C12	23.00'	35.54'	32.11'	S 46°07'20" E
C13	50.00'	77.26'	69.80'	S 46°07'20" E
C14	77.00'	118.99'	107.50'	S 46°07'20" E

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL (50' x 115' TYPICAL)	45.47	312
HOA/OPEN SPACE	12.82	11
STREET - ROW	22.80	-
TOTAL	81.09	323

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
P.C.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP
BL	STAMPED "JONES CARTER" SET FOR CORNER
UE	BUILDING LINE
SSE	UTILITY EASEMENT
DE	SANITARY SEWER EASEMENT
WLE	DRAINAGE EASEMENT
NR	WATERLINE EASEMENT
D.R.D.C.T.	NON-RADIAL LOT
R.P.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
C.C.F.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
WME	COUNTY CLERK FILE NUMBER
VAM	WALL MAINTENANCE EASEMENT
FME	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
	FENCE MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
(A)	BLOCK LETTER

MATCHLINE SEE SHT. 2 OF 3



- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise indicated.
 - All open spaces to be owned by the Home Owners Association and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 - All side lot and rear building lines to be 5' unless otherwise noted.
 - All drainage easements are to be kept clear of fences, buildings, vegetation, and other obstructions to the operation and maintenance of the drainage facility. All property is required to drain into the drainage easement through an approved drainage structure.
 - No Direct Residential Driveway Access to Cleveland-Gibbs Road or 9th Street is allowed.
 - Maintenance of Detention Ponds and Drainage Channels within the Development is the responsibility of the Freshwater Supply District.
 - All Lots are within Northlake ETJ and are within Zone 2 as Identified in the Harvest Development Agreement dated September 27, 2012 and the first amendment thereof dated October 25, 2012. All Setbacks shall conform with the Zone 2 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
 - All floodplain information on this plat is for graphical depiction only, as scaled off of Firm Panel Map #48121C05056, Revised Dated April 18, 2011 for Denton County, Texas. This property is in Zone X, Areas determined to be outside the 0.2% annual chance floodplain.
 - The Town of Northlake is not responsible for the design, construction, operation, maintenance, or use of any detention pond and associated drainage easements, hereinafter referred to as "improvement," to be developed and constructed by Owner or his successors. Owner will indemnify, defend and hold harmless the Town of Northlake, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorneys' fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "improvement," including any non-performance of the foregoing. Owner will require any successor in interest to accept full responsibility and liability for the "improvement." All of the above shall be covenants running with the land. It is expressly contemplated that the Owner shall impose these covenants upon Lot 7X Block M AND 1X Block V, abutting, adjacent, or served by the "improvement," the full obligation and responsibility of maintaining and operating said "improvement."

FINAL PLAT OF HARVEST MEADOWS PHASE 3

LOTS 29-44, BLOCK K, LOT 7X, BLOCK M,
LOTS 1-18, BLOCK N, LOTS 1X & 1-14, BLOCK O,
LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S,
LOTS 1X & 1-18, BLOCK T, LOTS 1-30, BLOCK U,
LOTS 1X, 2X & 1-35, BLOCK V,
LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X,
LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z,
LOT 1X, BLOCK AA, LOTS 1X & 1-26, BLOCK AB,
LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD,
LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF

BEING 81.090 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
323 LOTS BY USE
(312 RESIDENTIAL, AND 11 NON-RESIDENTIAL/OPEN SPACE LOTS)

JANUARY 2017



DEVELOPER / OWNER:
**HARVEST MEADOWS
PHASE 3, LLC**
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

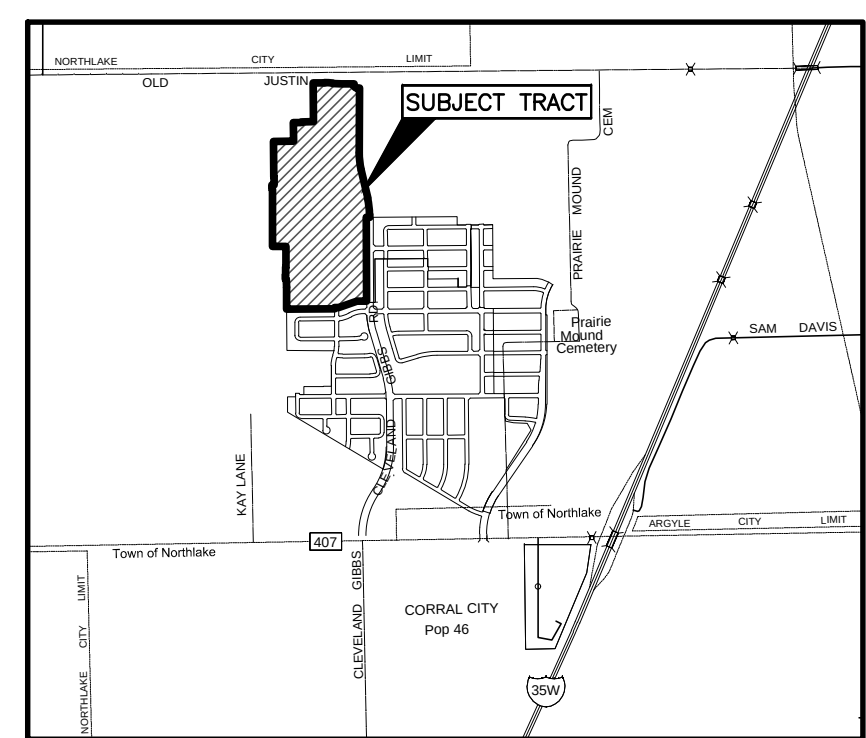
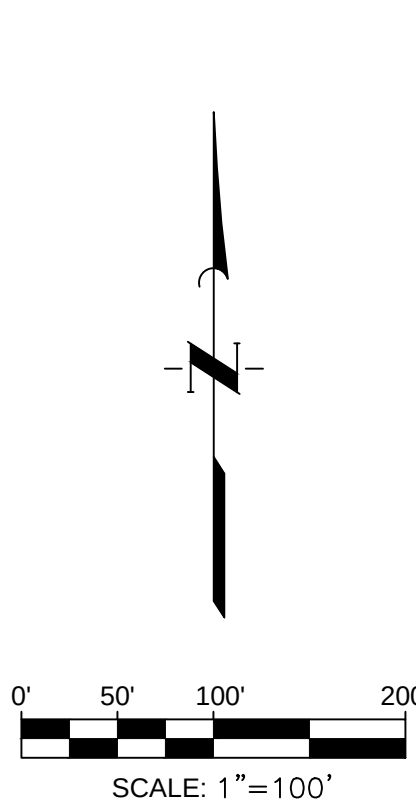
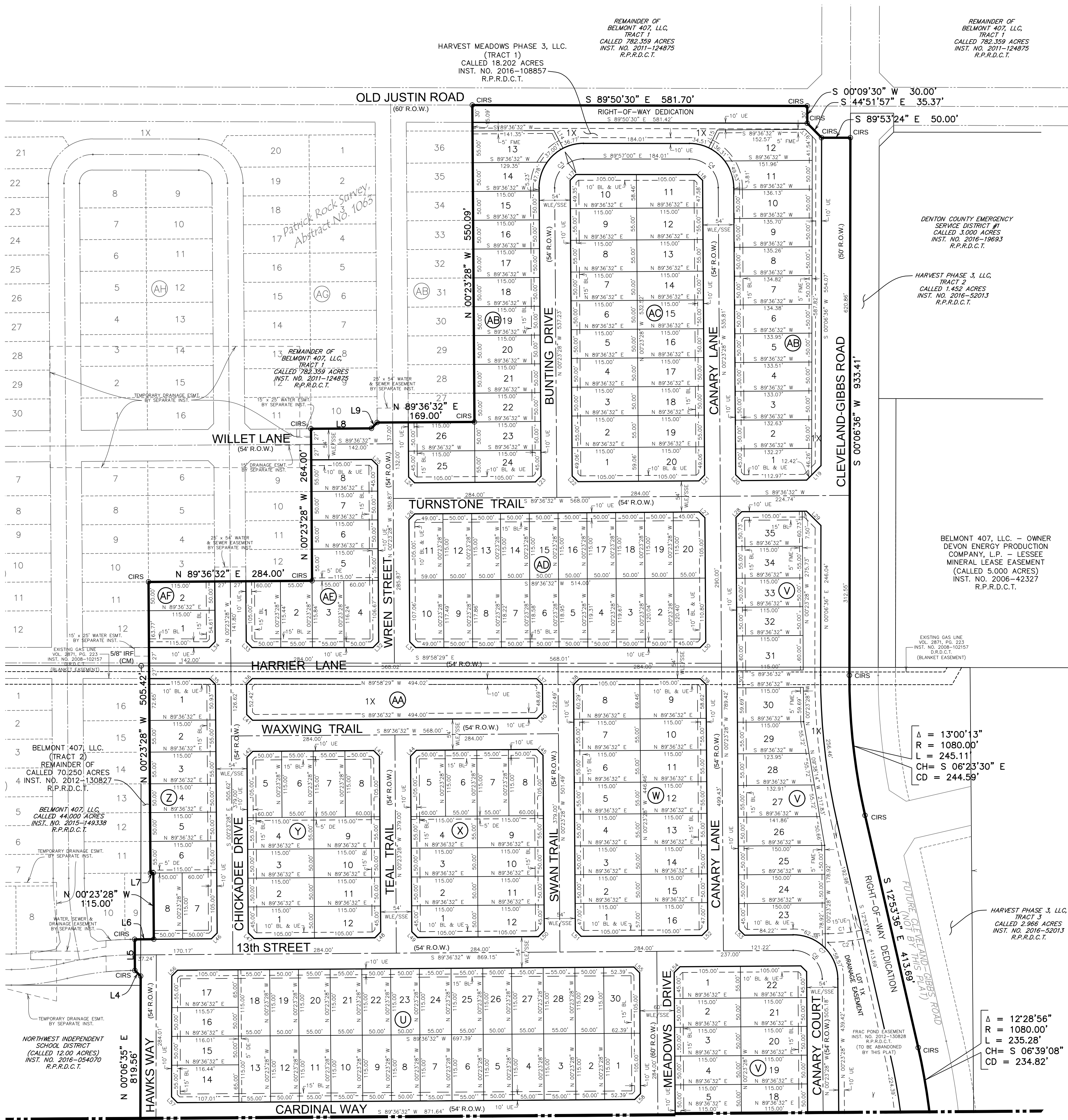
ENGINEER / SURVEYOR:
JC JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972-488-3860
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wright, E-mail: jwright@jonescarter.com

LINE TABLE				LINE TABLE			
LINE	BEARING	DISTANCE		LINE	BEARING	DISTANCE	
L1	N 00°23'28" W	54.00'		L51	N 45°23'28" W	14.14'	
L2	N 89°36'32" E	6.00'		L52	S 44°36'32" E	14.14'	
L3	N 89°36'32" E	5.00'		L53	N 45°23'28" W	14.14'	
L4	N 45°08'27" W	14.08'		L54	N 44°36'32" E	14.14'	
L5	N 00°23'28" W	54.00'		L55	S 45°23'28" E	14.14'	
L6	N 89°36'32" E	33.17'		L56	N 44°51'33" E	14.08'	
L7	S 89°36'32" W	5.00'		L57	N 45°08'27" W	14.08'	
L8	N 89°36'32" E	105.00'		L58	S 44°36'32" W	14.14'	
L9	N 44°36'32" E	14.14'		L59	S 45°23'28" E	14.14'	
L10	S 89°36'32" W	60.00'		L60	N 44°36'32" E	14.14'	
L11	S 00°23'28" E	19.58'		L61	S 45°23'28" E	14.14'	
L12	S 89°36'32" W	23.00'		L62	N 44°36'32" E	14.14'	
L13	N 89°36'32" E	48.31'		L63	S 45°23'28" E	14.14'	
L14	N 27°18'28" W	34.89'		L64	N 44°44'03" E	14.17'	
L15	N 25°43'52" E	34.59'		L65	N 45°08'27" W	14.08'	
L16	N 44°51'57" W	17.46'		L66	S 44°36'32" W	14.14'	
L17	N 44°49'46" E	14.09'		L67	N 45°23'28" W	14.14'	
L18	S 45°10'14" E	14.20'		L68	S 44°36'32" W	14.14'	
L19	N 44°51'54" E	35.51'		L69	N 45°23'28" W	14.14'	
L20	N 45°23'28" W	14.14'		L70	S 44°36'08" W	14.14'	
L21	S 44°36'19" W	14.14'		L71	N 44°29'22" W	14.36'	
L22	N 45°23'28" W	14.14'		L72	N 89°36'32" E	23.29'	
L23	S 44°36'32" W	14.14'		L73	N 44°35'56" E	35.35'	
L24	N 45°23'28" W	14.14'		L74	S 45°24'04" E	35.36'	
L25	S 45°23'28" E	14.14'		L75	N 89°36'32" W	23.32'	
L26	N 44°36'32" E	14.14'		L76	N 45°41'05" E	13.87'	
L27	S 45°23'28" E	14.14'		L77	S 45°23'28" E	14.14'	
L28	N 44°36'32" E	14.14'		L78	N 44°36'32" E	14.14'	
L29	S 45°08'28" E	35.20'		L79	S 45°23'28" E	14.14'	
L30	S 44°49'01" W	14.09'		L80	N 44°36'32" E	14.14'	
L31	N 45°10'59" W	14.19'		L81	S 45°23'28" E	14.14'	
L32	S 44°49'01" W	14.09'		L82	S 44°36'32" W	14.14'	
L33	N 45°10'59" W	14.19'		L83	N 45°23'28" W	14.14'	
L34	S 44°49'01" W	14.09'		L84	S 44°36'32" W	14.14'	
L35	S 45°10'59" E	14.19'		L85	N 45°23'28" W	14.14'	
L36	N 44°49'01" E	14.09'		L86	S 48°13'19" W	15.13'	
L37	S 45°10'56" E	14.19'		L87	S 45°23'28" E	14.14'	
L38	S 44°49'01" W	14.09'		L88	N 43°52'40" E	13.96'	
L39	S 45°10'59" E	14.19'		L89	S 46°07'20" E	14.32'	
L40	S 44°36'32" W	14.14'		L90	S 44°36'32" W	14.14'	
L41	N 45°23'28" W	14.14'		L91	S 45°23'28" E	14.14'	
L42	N 44°36'32" E	14.14'		L92	N 82°45'11" W	4.70'	
L43	S 45°23'28" E	14.14'		L93	S 37°14'49" W	58.25'	
L44	N 44°36'32" E	14.14'		L94	N 37°14'49" E	73.23'	
L45	S 45°23'28" E	14.14'		L95	S 82°45'11" E	11.35'	
L46	S 44°36'32" W	14.14'					
L47	N 45°23'28" W	14.14'					
L48	S 44°36'32" W	14.14'					
L49	N 45°23'28" W	14.14'					
L50	S 44°36'32" W	14.14'					

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	292.50'	38.93'	58.95'	N 83°49'31" E	11°34'01"
C2	307.50'	62.08'	61.97'	N 83°49'31" E	11°34'01"
C3	50.00'	78.92'	70.98'	S 44°49'46" W	90°26'28"
C4	50.00'	78.15'	70.44'	N 45°10'14" W	89°33'32"
C5	23.00'	36.13'	32.63'	N 45°23'28" W	90°06'00"
C6	50.00'	78.54'	70.71'	N 45°23'28" W	90°00'00"
C7	77.00'	120.95'	108.89'	N 45°23'28" W	90°00'00"
C8	20.00'	24.42'	22.93'	S 35°21'56" E	69°56'56"
C9	50.00'	218.12'	81.94'	N 54°38'04" E	249°56'56"
C10	375.00'	96.78'	96.52'	N 82°59'50" W	14°47'15"
C11	375.00'	96.78'	96.52'	S 82°59'50" E	14°47'15"
C12	23.00'	35.54'	32.11'	N 86°07'20" E	88°32'16"
C13	50.00'	77.26'	69.80'	S 46°07'20" E	88°32'16"
C14	77.00'	118.99'	107.50'	S 46°07'20" E	88°32'16"

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL (60' X 115' TYPICAL)	45.47	312
HOA/OPEN SPACE	12.82	11
STREET - ROW	22.80	
TOTAL	81.09	323

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP STAMPED "JONES CARTER" SET FOR CORNER
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
WME	WALL MAINTENANCE EASEMENT
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FME	FENCE MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
(A)	BLOCK LETTER



- GENERAL NOTES:
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FINAL PLAT OF HARVEST MEADOWS PHASE 3

LOTS 29-44, BLOCK K, LOT 7X, BLOCK M,
LOTS 1-18, BLOCK N, LOTS 1X & 1-14, BLOCK O,
LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S,
LOTS 1X & 1-18, BLOCK T, LOTS 1-30, BLOCK U,
LOTS 1X, 2X & 1-35, BLOCK V,
LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X,
LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z,
LOT 1X, BLOCK AA, LOTS 1X & 1-26, BLOCK AB,
LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD,
LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF

BEING 81.090 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
323 LOTS BY USE
(312 RESIDENTIAL, AND 11 NON-RESIDENTIAL/OPEN SPACE LOTS)

JANUARY 2017



DEVELOPER / OWNER:
HARVEST MEADOWS
PHASE 3, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wright, E-mail: jwright@jonescarter.com

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Harvest Meadows Phase 3, LLC, is the owner of a called 18.202 acre Tract 1 and a called 62.875 acre Tract 2 as described in deed to Harvest Meadows Phase 3, LLC, as recorded in Instrument No. 2016-108857 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) also being part of a called 782.359 acre tract as described in deed to Belmont 407, LLC, as recorded in Instrument No. 2011-124875, R.P.R.D.C.T., and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with yellow cap found at the northwest corner of Harvest Meadows Phase 1, an addition to the Town of Northlake, as recorded in Instrument No. 2014-338, R.P.R.D.C.T., and being in the east line of a tract of land described in deed to Richard Farris as recorded in Instrument No. 2009-143980, R.P.R.D.C.T.;

THENCE North 00 Degrees 24 Minutes 32 Seconds West, along the common line between said Farris tract and Tract 2, a distance of 309.63 feet to 1/2" iron rod found for corner at the northeast corner of said Farris Tract;

THENCE departing the north line of said Farris Tract, along the west line of said Tract 2, the following courses:

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 119.40 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 14.73 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 6.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 115.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 292.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 126.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 51 Minutes 30 Seconds West, a distance of 14.20 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 53 Minutes 25 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of a 12.00 acre tract as described in deed to Northwest Independent School District, as recorded in Instrument No. 2016-054070, R.P.R.D.C.T.;

THENCE North 00 Degrees 06 Minutes 35 Seconds East, along the common line between said Tract 2 and said 12.00 acre tract, a distance of 819.56 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 45 Degrees 08 Minutes 27 Seconds West, a distance of 14.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 00 Degrees 23 Minutes 28 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 89 Degrees 36 Minutes 32 Seconds East, crossing said common line, a distance of 33.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE along the west line of said Tract 2, the following courses:

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 115.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 5.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, passing the north line of said Tract 2 along the west line of said tract 1, a distance of 505.42 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE along the west line of said tract 1, the following courses:

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 284.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 264.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 105.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 36 Minutes 32 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 36 Minutes 32 Seconds East, a distance of 169.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 550.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the northwest corner of said tract 1, and in the approximate center of Old Justin Road;

South 89 Degrees 50 Minutes 30 Seconds East, along the north line of said tract 1 and approximate center of Old Justin Road, a distance of 581.70 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 30 Seconds West, a distance of 30.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 51 Minutes 57 Seconds East, a distance of 35.37 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 53 Minutes 24 Seconds East, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the west line of Tract 2, a called 1.452 acre tract of land, as described in deed to Harvest Phase 3, LLC, as recorded in Instrument No. 2016-52013, R.P.R.D.C.T.

South 00 Degrees 06 Minutes 36 Seconds West, along the west line of said tract 2, a distance of 933.41 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 00 Minutes 13 Seconds, a radius of 1080.00 feet, an arc distance of 245.11 feet and a chord bearing and distance of South 06 Degrees 23 Minutes 30 Seconds East, 244.59 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 12 Degrees 53 Minutes 36 Seconds East, a distance of 413.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 12 Degrees 28 Minutes 56 Seconds, a radius of 1080.00 feet, an arc distance of 235.28 feet and a chord bearing and distance of South 06 Degrees 39 Minutes 08 Seconds East, 234.82 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 24 Minutes 41 Seconds East, a distance of 38.23 feet the north line of Harvest Phase 2A, an addition to the Town of Northlake, as recorded in Instrument No. 2015-178, R.P.R.D.C.T.;

South 89 Degrees 35 Minutes 19 Seconds West, along the north line of said Harvest Phase 2A, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the west line of Cleveland-Gibbs Road;

South 00 Degrees 24 Minutes 41 Seconds East, a distance of 1186.96 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner in the northerly line of said Harvest Meadows Phase 1;

THENCE along the north line of said Harvest Meadows Phase 1, the following courses:

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 138.00 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 70 Degrees 51 Minutes 30 Seconds West, a distance of 275.56 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 19.59 feet to a 5/8" iron rod with cap stamped "Cotton Surveying" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 679.18 feet to the POINT OF BEGINNING and containing 3,532,278 square feet or 81.090 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Harvest Meadows Phase 3, LLC, by and through its duly authorized officers, does hereby accept this plat designating the herein described tract as LOTS 29-44, BLOCK K, LOT 7X, BLOCK M, LOTS 1-18, BLOCK N, LOTS1X & 1-14, BLOCK O, LOTS 1X &1-14, BLOCK P, LOTS 1X & 1-7, BLOCK Q, LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S, LOTS 1X & 1-18, BLOCK T, LOTS 1-30, BLOCK U, LOTS 1X, 2x & 1-35, BLOCK V, LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X, LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z, LOT 1X, BLOCK AA, LOTS 1X & 1-25, BLOCK AB, LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD, LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF, Harvest Meadows Phase 3, an addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Harvest Meadows Phase 3, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 20____. By _____ of Harvest Meadows Phase 3, LLC, a Texas limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the ____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____

APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1:

Date

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS:;

that I, Eduardo Martinez, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Signature: **RELEASED FOR REVIEW ONLY. THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE**
Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____th day of _____, 20____.

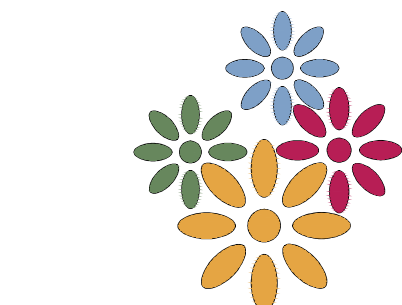
Notary Public in and for the State of Texas

FINAL PLAT
OF
HARVEST MEADOWS PHASE 3

LOTS 29-44, BLOCK K, LOT 7X, BLOCK M, LOTS 1-18, BLOCK N, LOTS1X & 1-14, BLOCK O, LOTS 1X &1-14, BLOCK P, LOTS 1X & 1-7, BLOCK Q, LOTS 1X & 1-18, BLOCK R, LOT 1X & 1-18, BLOCK S, LOTS 1X & 1-18, BLOCK T, LOTS 1-30, BLOCK U, LOTS 1X, 2X & 1-35, BLOCK V, LOTS 1-16, BLOCK W, LOTS 1-12, BLOCK X, LOTS 1-12, BLOCK Y, LOTS 1-8, BLOCK Z, LOT 1X, BLOCK AA, LOTS 1X & 1-26, BLOCK AB, LOTS 1-20, BLOCK AC, LOTS 1-20, BLOCK AD, LOTS 1-8, BLOCK AE, AND LOTS 1-2, BLOCK AF

BEING 81.090 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
323 LOTS BY USE
(312 RESIDENTIAL, AND 11 NON-RESIDENTIAL/OPEN SPACE LOTS)

JANUARY 2017



harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
**HARVEST MEADOWS
PHASE 3, LLC**
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
J|C JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wright, E-mail: jwright@jonescarter.com

**FOURTH AMENDMENT TO THE
THIRD AMENDED AND RESTATED DEVELOPMENT AGREEMENT
(Town of Northlake-Harvest)**

This Fourth Amendment to the Third Amended and Restated Development Agreement (Town of Northlake-Harvest) (this “Fourth Amendment”) is made and entered into by and between the Town of Northlake, Texas, a municipal corporation (the “Municipality”), Belmont 407, LLC (hereinafter “Belmont 407”), a Delaware limited liability company, Realty Capital Argyle 114, Ltd. (hereinafter “Argyle 114”), a Texas limited partnership, Hillwood Enterprises, L.P. (hereinafter “Hillwood”), a Texas limited partnership, Harvest Phase I, LLC (hereinafter “HP1”), a Texas limited liability company, Harvest Phase II, LLC (hereinafter “HP2”), a Texas limited liability company, Harvest Phase 3, LLC (hereinafter “HP3”), a Texas limited liability company, Meadows Phase 2 at Harvest, LLC (hereinafter “MP2”), a Texas limited liability company, Harvest Meadows Phase 3, LLC (hereinafter “MP3”), a Texas limited liability company, and Belmont Fresh Water Supply District No. 1 of Denton County (the “Original District” or the “District”). This Agreement is to be effective as of the date set out below (the “Effective Date”).

R E C I T A L S

WHEREAS, Municipality, Belmont 407, Argyle 114, and District entered into that certain Third Amended and Restated Development Agreement (Town of Northlake-Harvest), effective September 27, 2012, as amended by that First Amendment to the Third Amended and Restated Development Agreement, that Second Amendment to the Third Amended and Restated Development Agreement, and that Third Amendment to the Third Amended and Restated Development Agreement (collectively, the “Third Amended Development Agreement”); and

WHEREAS, HP1, HP2, HP3, MP2, and MP3 are successors in interest to certain portions of land within the District and the parties desire that HP1, HP2, HP3, MP2, and MP3 be subject to this Fourth Amendment; and

WHEREAS, the purpose of this Fourth Amendment is to amend the Third Amended Development Agreement to more accurately reflect the current state of the District, including, but not limited to, updating and amending the Road Infrastructure Plan and Utility Service Plan; updating and amending the Harvest Development Code; updating certain exhibits referenced and incorporated in the Third Amended Development Agreement; extending the term of the Third Amended Development Agreement; and addressing funding, capacity and use limits in both the sanitary sewer and water distribution systems;

WHEREAS, the Third Amended Development Agreement may be amended only with the written consent of the Parties and with the Town Council pursuant to Section 11.21 thereof; and

WHEREAS, the Parties desire to amend the Third Amended Development Agreement as hereinafter set forth.

WHEREAS, all of the capitalized terms used herein shall have the meanings ascribed to them in the Third Amended Development Agreement unless otherwise defined herein; and

NOW THEREFORE, for and in consideration of the above recitals and the terms, conditions and agreements stated in this Fourth Amendment and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I AMENDMENTS

1.01. Exhibits to Third Amended Development Agreement. The following exhibits referenced and attached to the Third Amended Development Agreement are replaced with the following exhibits of the same name, which are attached to this Fourth Amendment and incorporated by reference:

- 1) Exhibit “A”
- 2) Exhibit “B”
- 3) Exhibit “C”
- 4) Exhibit “D”
- 5) Exhibit “E-1” through “E-4”
- 6) Exhibit “I”
- 7) Exhibit “J”
- 8) Exhibit “K”
- 9) Exhibit “L”
- 10) Exhibit “M”

1.02. Harvest Development Code. The Harvest Development Code, which is attached to the Third Amended Development Agreement as Exhibit “H,” is revised according to the following:

- 1) the Zone Classification Master Plan, shown on page seven (7) of the Harvest Development Code, is replaced with the Revised Zone Classification Master Plan, which is attached to this Fourth Amendment as Exhibit “N,” and incorporated by reference; and
- 2) the Master Plan, shown on page eleven (11) of the Harvest Development Code, is replaced with the Revised Master Plan, which is attached to this Fourth Amendment as Exhibit “O,” and incorporated by reference.

1.03. Oversized Capacity. The Parties acknowledge that as part of the Third Amended Development Agreement, the District funded certain oversizing of the capacity District’s wastewater system to account for the Municipality’s needs. Specifically, on behalf of the Municipality, the District purchased 115,000 gallons of capacity in a TRA Line (the “Oversize Capacity”). The Oversize Capacity was purchased in two phased payments of \$197,464.50 and \$168,008.98, and such amounts were to be reimbursed by the Municipality to the District through certain capital recovery fees. The District has not yet made a demand on Municipality for payment of such capital recovery fees, nor has the Municipality paid any such capital recovery fees relating to the reimbursement of the amounts paid by the District for the Oversize Capacity. The Third

Amended Development Agreement also contemplated that the District could obtain the Oversize Capacity should such capacity become necessary to serve the District's residents.

The District has since annexed additional land into the District such that the District's planned wastewater needs now exceed the District Capacity and the Oversize Capacity has become necessary to serve the District's residents. As a result, the Municipality releases all of its interest in the Oversize Capacity and allocates such capacity to the District. Therefore, for all purposes of the Third Amended Development Agreement, as amended, the definition of "District Capacity" shall include the Oversize Capacity. Further, the Municipality's obligation to reimburse the District for funding the Oversize Capacity is terminated.

1.04. Definitions. The definition of "Landowner" contained in Section 1.01 of the Third Amended Development Agreement is replaced in its entirety by the following paragraph:

"Landowner" means, collectively, Belmont 407, LLC, a Texas limited liability company, as Assignee of Realty Capital Belmont, Ltd., a Texas limited partnership, Realty Capital Argyle 114, Ltd., a Texas limited partnership; Hillwood Enterprises, L.P., a Texas limited partnership, Harvest Phase I, LLC, a Texas limited liability company, Harvest Phase II, LLC, a Texas limited liability company, Harvest Phase 3, LLC, a Texas limited liability company, Meadows Phase 2 at Harvest, LLC, a Texas limited liability company, Harvest Meadows Phase 3, LLC, a Texas limited liability company. The term "Landowner" also includes any Landowner Assignee permitted by this Agreement, but does not include a Lot Owner.

1.06. Dedication of Property. The Parties acknowledge that as of the date of this Fourth Amendment, approximately three (3) acres of real property has been conveyed to the Municipality under Section 3.03 of the Third Amended Development Agreement for the stated purpose of a fire station. Such conveyance was made by a deed, dated February 23, 2016, and recorded in the Denton County real property records as document number 2016-19693.

The Parties also acknowledge that in the future the District or Landowner will convey to the Municipality a portion of real property inside the District boundaries, approximately one (1) acre in size, for the purpose of constructing an elevated storage tank to serve areas within both the Municipality and the District.

The Parties further acknowledge that the conveyances detailed in this section will satisfy the District and Landowner's obligations to convey property to the Municipality under Section 3.03 of the Third Amended Development Agreement.

1.07. Temporary Manufactured Housing. The last sentence of Section 3.05 of the Third Amended Development Agreement is replaced in its entirety with the following:

Notwithstanding the foregoing, in the event that an occupant of a unit of Manufactured Housing is currently serving as a member of the governing board of a District ("Board") on the Removal Date, such occupant's unit of Manufactured Housing will not be removed from the District until 180 days after the date of election or appointment to the Board of such occupant's successor.

1.08. Full Purpose Annexation. Section 5.03 of the Third Amended Development Agreement is amended in its entirety to read as follows:

The Parties have agreed that the Northlake Tract 1 may be included within the boundaries of not more than three (3) Resulting Districts provided that a Resulting District shall contain no more than 495 acres and no less than 200 acres at its creation. As a condition to the creation of any Resulting District, such District shall be contiguous to the corporate boundaries of the Municipality. During the term of this Agreement, the Municipality may, at its option, exercise its right, to the extent permitted by law, to full-purpose annex that portion of Northlake Tract 1 located within a Resulting District on or after the earlier to occur of: i) expiration of the Term of this Agreement as it may be extended; (ii) upon completion of construction of at least 90% of the Infrastructure planned for all phases of development within such District; or (iii) the dissolution of the District (other than as a result of annexation by the Municipality), and for all three options provided that all persons who have provided funding for any construction within such District have been fully reimbursed for all eligible expenditures therefor through the issuance of bonds by the District, or the Municipality has paid in cash to such persons all amounts not previously reimbursed for such eligible expenditures.

Should the Municipality annex any land within the District for full purposes under sections i) and iii) prior to the completion of 90% of the utility and road infrastructure planned for all phases of development for such land to be annexed, then the Municipality agrees to assume the obligation of funding the remaining costs existing at the time of annexation necessary to complete 90% of the utility and road infrastructure planned for all phases of development for such land to be annexed.

If the Municipality takes action to annex any land within the District for full purposes under this section, the Municipality will notify the District of its intention to annex at least one hundred and eighty (180) days prior to any action by the Municipality to formally annex for full purposes. Upon such receipt of such notice, within thirty (30) days the District will provide a written report to the Municipality providing the percentage of the utility and road infrastructure planned for all phases of development within the land to be annexed completed as of the date of the written report. If the percentage of completion is less than 90%, then prior to formally annexing any portion of the District for full purposes, the Municipality will provide the District with its plan to complete the utility and road infrastructure planned for all phases of development within the land to be annexed, and enter into an agreement detailing Municipality's obligation to complete such utility and road infrastructure.

1.09. Limited Purpose Annexation. Section 5.04 of the Third Amended Development Agreement is amended to add Section 5.04(c) as follows:

(c) As further consideration for the benefits received by the District under this Fourth Amendment, the Parties acknowledge that a Strategic Partnership Agreement (the “SPA”), substantially in the form attached as Exhibit “P.” will be entered into for the Limited Purpose Annexation of certain property (the “Annexed Property”) located within the District and adjacent to FM 407, such Annexed Property being more particularly described in the attached Exhibit “P.” The Parties acknowledge that the Annexed Property will be used for commercial purposes only, and the Municipality, in exchange for specific benefits provided to the District, herein and in such SPA, will receive 100% of the sales tax collected from the Annexed Property.

1.10. Improvement to Onsite Thoroughfare Roads. Section 6.02(b) of the Third Amended Development Agreement is replaced in its entirety with the following:

The Concept Plan provides for the realignment of Cleveland-Gibbs Road (CGR) through the portions of the Northlake Tracts. Landowner agrees that CGR shall be rerouted in the general alignment as shown on Exhibit “J” attached hereto. Landowner/Original District further agrees that CGR will be planned as a divided four (4) lane thoroughfare as described in Exhibit “E-3”. With respect to that portion of CGR located wholly within the Northlake Tracts, Landowner/Original District agrees to dedicate the necessary right of way for a four (4) lane divided road contemporaneous with the date of the Municipality’s approval of the final plat that includes land contiguous to CGR as shown on Exhibit “J”.

1.11. Improvement to Offsite Thoroughfare Roads. Section 6.03 of the Third Amended Development Agreement is removed in its entirety.

1.12. Water Structure Improvements. Section 7.02(e) of the Third Amended Development Agreement is replaced in its entirety by the following paragraph:

The Parties acknowledge that there exists a need for central water facilities to provide water service to connections both 1) inside the District boundaries and 2) outside the District boundaries but within the Municipality’s certificated utility service area. Such central water facilities (the “Central Water Facilities”) will include, but may not be limited to, all future phases of a water plant (the “Water Plant”) serving the District and the Municipality, an elevated storage tank (the “EST”), and the Previous Construction (hereafter defined).

The Parties further acknowledge that the District has previously constructed portions of the Central Water Facilities, including phases 1 and 2 of the Water Plant, a 16" water line located in Harvest Phase 1, a 16" water line in Harvest Phase 2A, and a 16" water line in Harvest 3B (the “Previous Construction”).

The Parties also acknowledge that under the terms of the Third Amended and Restated Development Agreement, the District has the obligation to convey all of the facilities consisting of the Central Water Facilities to the Municipality upon completion of such facilities.

The Parties have determined that it is in the best interests of the District and Municipality that the Municipality design, construct, and maintain the remaining portions of the Central Water Facilities necessary to provide water service to the Northlake Tracts, and any other land annexed into the District, with such Central Water Facilities having the capacity to serve a minimum of 3,000 esfcs within the District. Such Central Water Facilities shall consist of any necessary expansion of the Water Plant, any required water distribution lines not considered internal lines, the EST sufficient to serve both District and Municipality needs, and any other necessary facility as determined by the Municipality's or District's engineer.

In exchange for the Municipality constructing the remaining portions of the Central Water Facilities, the District will pay a reasonable per-connection fee as determined by the Municipality's engineer. The per-connection fee will be determined by the overall costs of the Central Water Facilities divided by the number of connections to be served by the Central Water Facilities. The per-connection fees shall be paid on a "phase basis" at the time of Town approval of a final plat of a phase of the Harvest development.

The Parties also agree that any money already spent by the District, or on the District's behalf, on the Previous Construction will serve as a credit (the "Credit") against the per connection fees the District pays to the Municipality under this section. The District will determine the amount of the Credit and notify the Municipality of the amount so that the Municipality can account for the Credit when determining the District's per connection fee under this section.

1.13. Notices The contact information of the parties listed in Section 11.12 of the Third Amended Development Agreement are replaced with the following contact information

MUNICIPALITY:

Attn: Mayor, Town of Northlake
1400 FM 407
Northlake, Texas 76247
TEL: (940) 648-3290
FAX: (940) 648-0363

With a copy to:

Attn: Ms Ashley Dierker
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
TEL: (817) 332-2580
FAX: (817) 332-4740

LANDOWNER:

Belmont 407, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Realty Capital Argyle 114, Ltd.

Dallas, Texas 75_____
TEL: (____) ____ - ____
FAX: (____) ____ - ____

and

Hillwood Enterprises, LP
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Harvest Phase I, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Harvest Phase II, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Harvest Phase 3, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Meadows Phase 2 at Harvest, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

and

Harvest Meadows Phase 3, LLC
c/o Hillwood Development Company
Attn: Elaine Ford
3090 Olive Street, Suite 300
Dallas, Texas 75219
TEL: (972) 201-2934
FAX: (972) 201-2959

Belmont Freshwater Supply District No. 1 of Denton County, Texas

Attn: President
Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201
TEL: (214) 981-9090
FAX: (214) 981-9071

With a copy to:

Attn: Mr. Clay E. Crawford
Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201
TEL: (214) 981-9090
FAX: (214) 981-9071

**ARTICLE II
MISCELLANEOUS**

2.01. Entire Agreement. This Fourth Amendment constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes all prior understanding or oral or written agreement between the parties respecting the subject matter.

2.02. Ratification. No other amendment to the Third Amended Development Agreement is made or intended to be made hereby and, except as amended by this Fourth Amendment, the Third Amended Development Agreement is hereby ratified, confirmed and reaffirmed by the parties.

2.03. Severability. If any provision in this Fourth Amendment is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision of this Fourth Amendment, and this Fourth Amendment will be construed as if the unenforceable provision had never been part of this Fourth Amendment.

2.04. Counterpart Originals. If this Fourth Amendment is executed in multiple counterparts, all counterparts taken together will constitute this Fourth Amendment.

2.06. Exhibits. All exhibits to this Fourth Amendment are attached hereto and incorporated herein for all purposes.

2.08. Recordation. Following execution, this Fourth Amendment shall be recorded in the real Property Records of Denton County, Texas.

AGREED AND ACCEPTED this _____ day of _____, 2017.

ATTEST:

TOWN OF NORTHLAKE

Shirley Rogers, Town Secretary

By: _____
Peter Dewing, Mayor

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on _____, 2017, by _____, Mayor of Town of Northlake, a municipal corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas

BELMONT 407, LLC
a Delaware limited liability company

By: _____

Its: _____

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Angela Mastrocola, Senior Vice President of Belmont 407, LLC, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public in and for the State of Texas

REALTY CAPITAL ARGYLE 114, LTD.
a Texas limited partnership

By: H4 Argyle GP, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Angela Mastrocola, Senior Vice President of H4 Argyle GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Realty Capital Argyle 114, Ltd., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

HARVEST PHASE I, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, _____ of Harvest Phase I, LLC, a Texas limited liability
company, on behalf of said limited company.

Notary Public in and for the State of Texas

HILLWOOD ENTERPRISES, L.P.
a Texas limited partnership

By: AHB, LLC,
a Texas limited liability company,
its general partner

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on _____, 2017, by Angela Mastrocola, Senior Vice President of AHB, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of Hillwood Enterprises, L.P., a Texas limited partnership, on behalf of said limited partnership.

Notary Public in and for the State of Texas

HARVEST PHASE II, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, _____ of Harvest Phase II, LLC, a Texas limited liability
company, on behalf of said limited company.

Notary Public in and for the State of Texas

HARVEST PHASE 3, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by
_____, _____ of Harvest Phase 3, LLC, a Texas limited liability
company, on behalf of said limited company.

Notary Public in and for the State of Texas

MEADOWS PHASE 2 AT HARVEST, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by _____, _____ of Meadows Phase 2 at Harvest, LLC, a Texas limited liability company, on behalf of said limited company.

Notary Public in and for the State of Texas

HARVEST MEADOWS PHASE 3, LLC
a Texas limited liability company

By: _____
Name: _____
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by _____, _____ of Harvest Meadows Phase 3, LLC, a Texas limited liability company, on behalf of said limited company.

Notary Public in and for the State of Texas

**BELMONT FRESH WATER SUPPLY DISTRICT
NO. 1 OF DENTON COUNTY, TEXAS**

By: _____

Its: _____

ATTEST:

By: _____

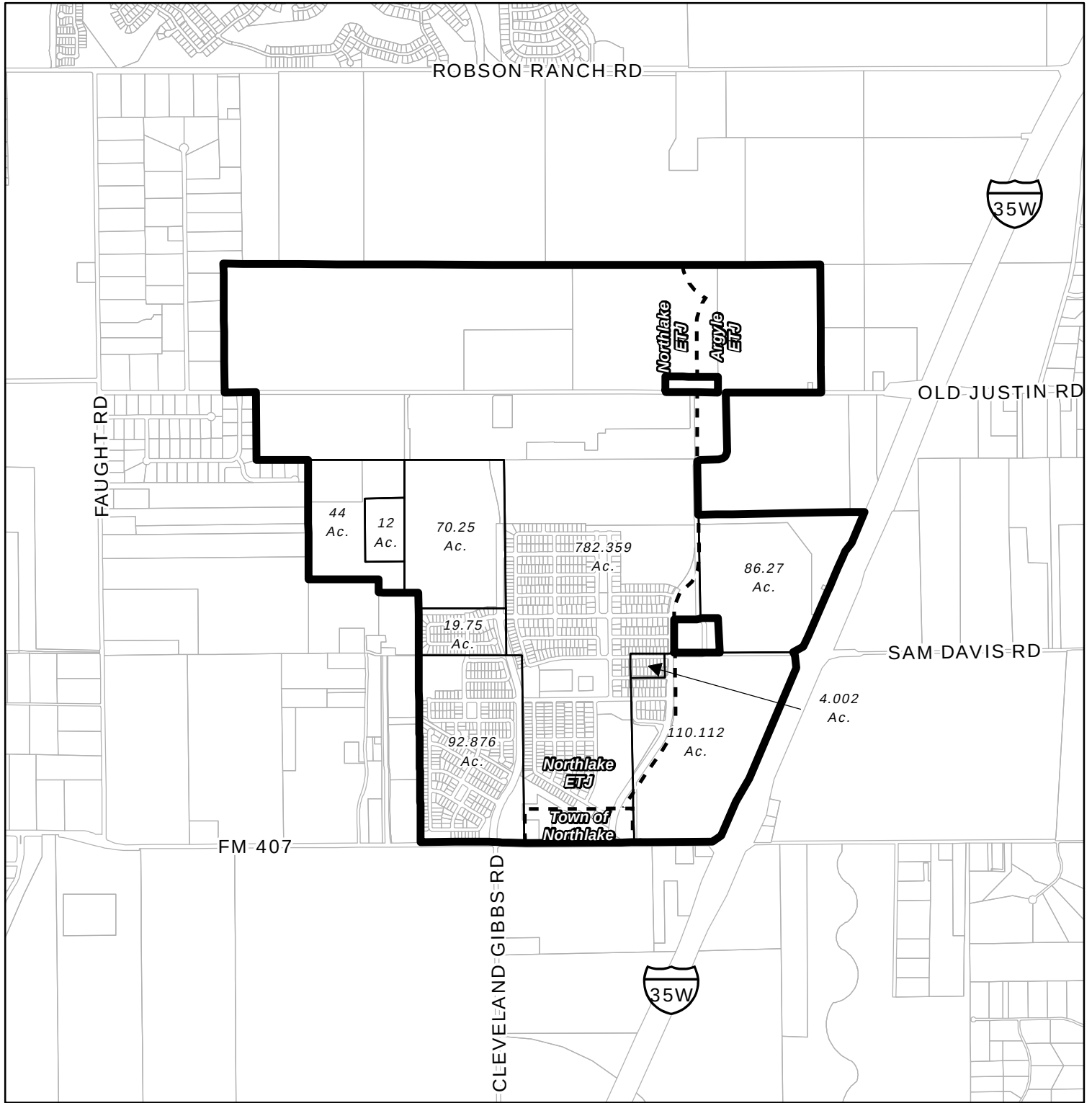
Its: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2017, by _____, _____ of Belmont Fresh Water Supply District No. 1 of Denton County, a Texas fresh water supply district created pursuant to the Texas Water Code, on behalf of said fresh water supply district.

Notary Public in and for the State of Texas

EXHIBIT "A"



1 inch equals 2,000 feet

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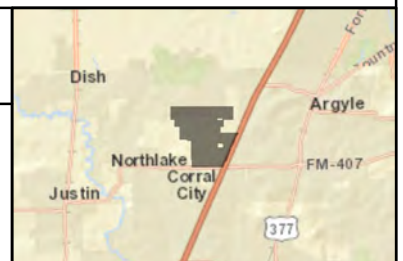
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439



HARVEST
DENTON COUNTY, TEXAS

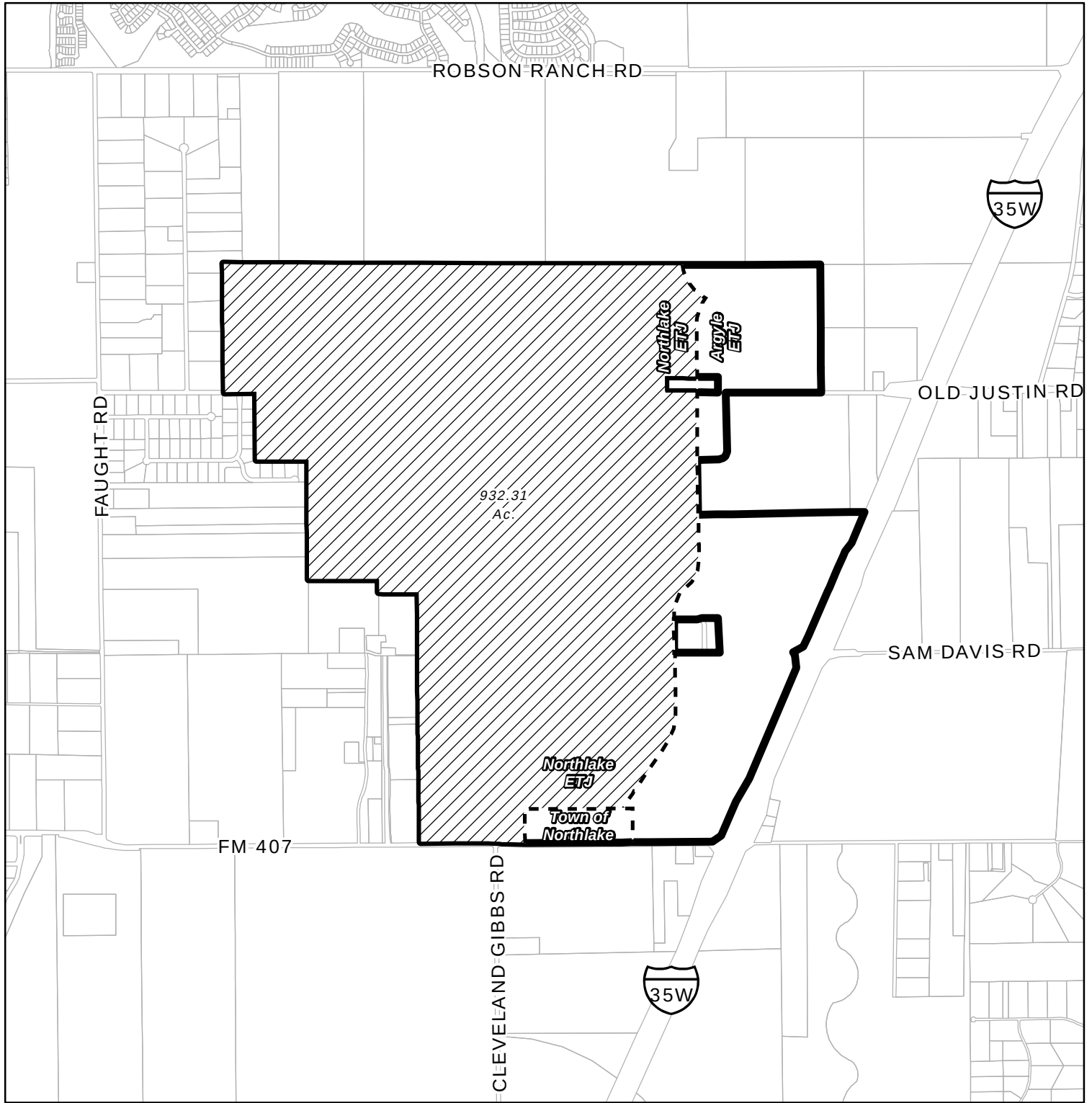
LEGEND

- Harvest Boundary (1,221.619 Ac.)
- Harvest Tracts
- ETJ
- Parcels



VICINITY MAP
Scale: 1 inch equals 5 miles

EXHIBIT "B"



1 inch equals 2,000 feet

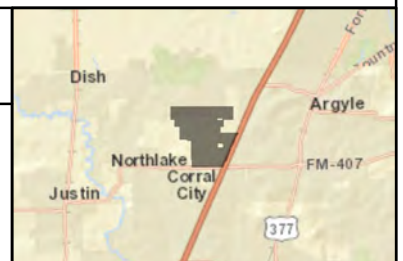
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HARVEST DENTON COUNTY, TEXAS

LEGEND

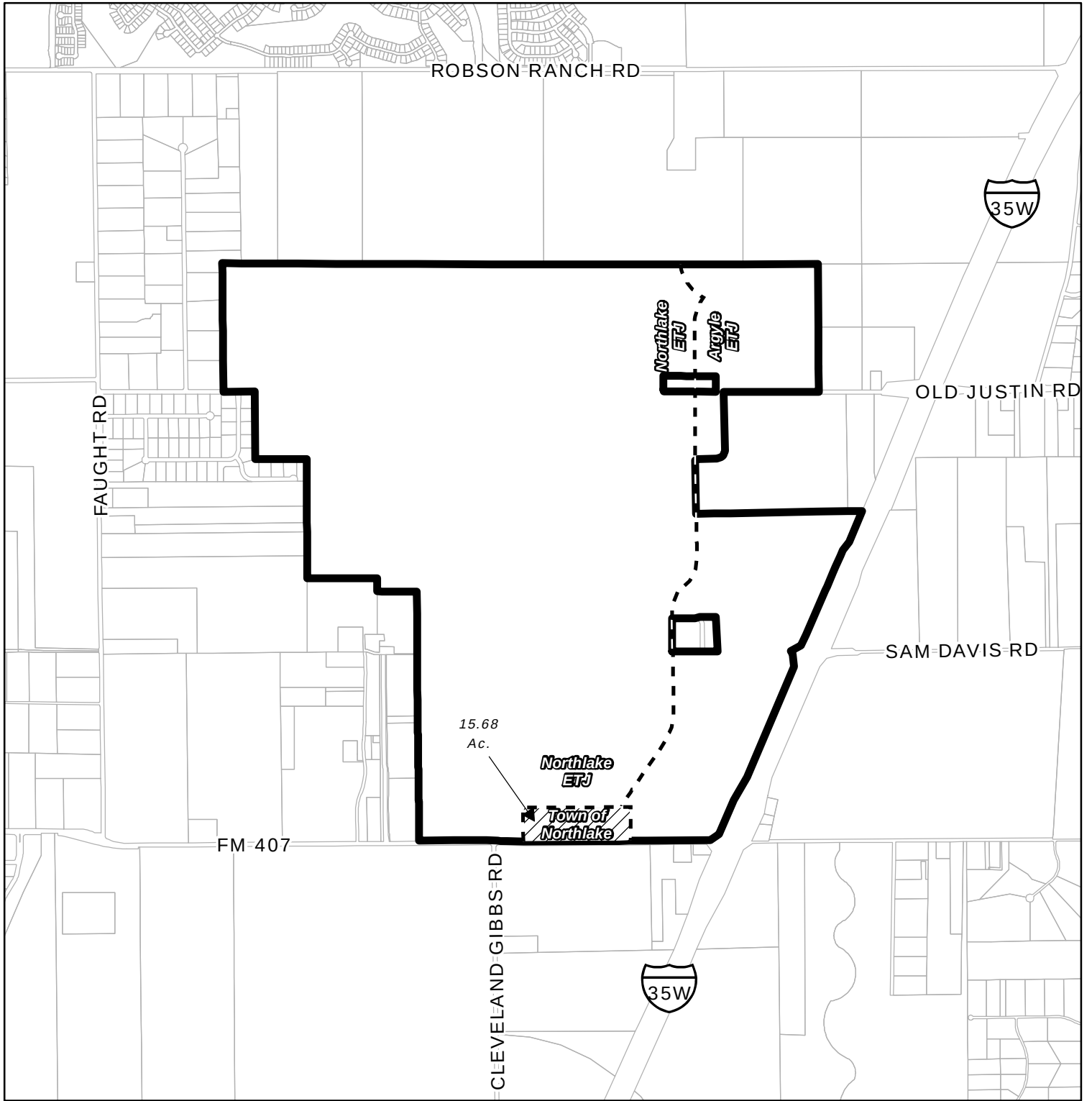
-  Harvest Boundary (1,221.619 Ac.)
-  Northlake ETJ (932.31 Acres)
-  ETJ
-  Parcels



VICINITY MAP Scale: 1 inch equals 5 miles



EXHIBIT "C"



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JONES | CARTER

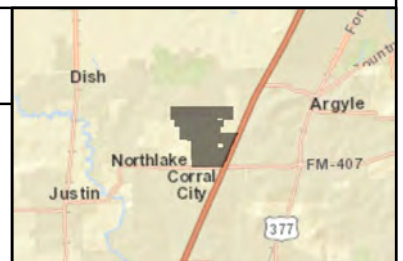
Texas Board of Professional Engineers Registration No. F-439



HARVEST DENTON COUNTY, TEXAS

LEGEND

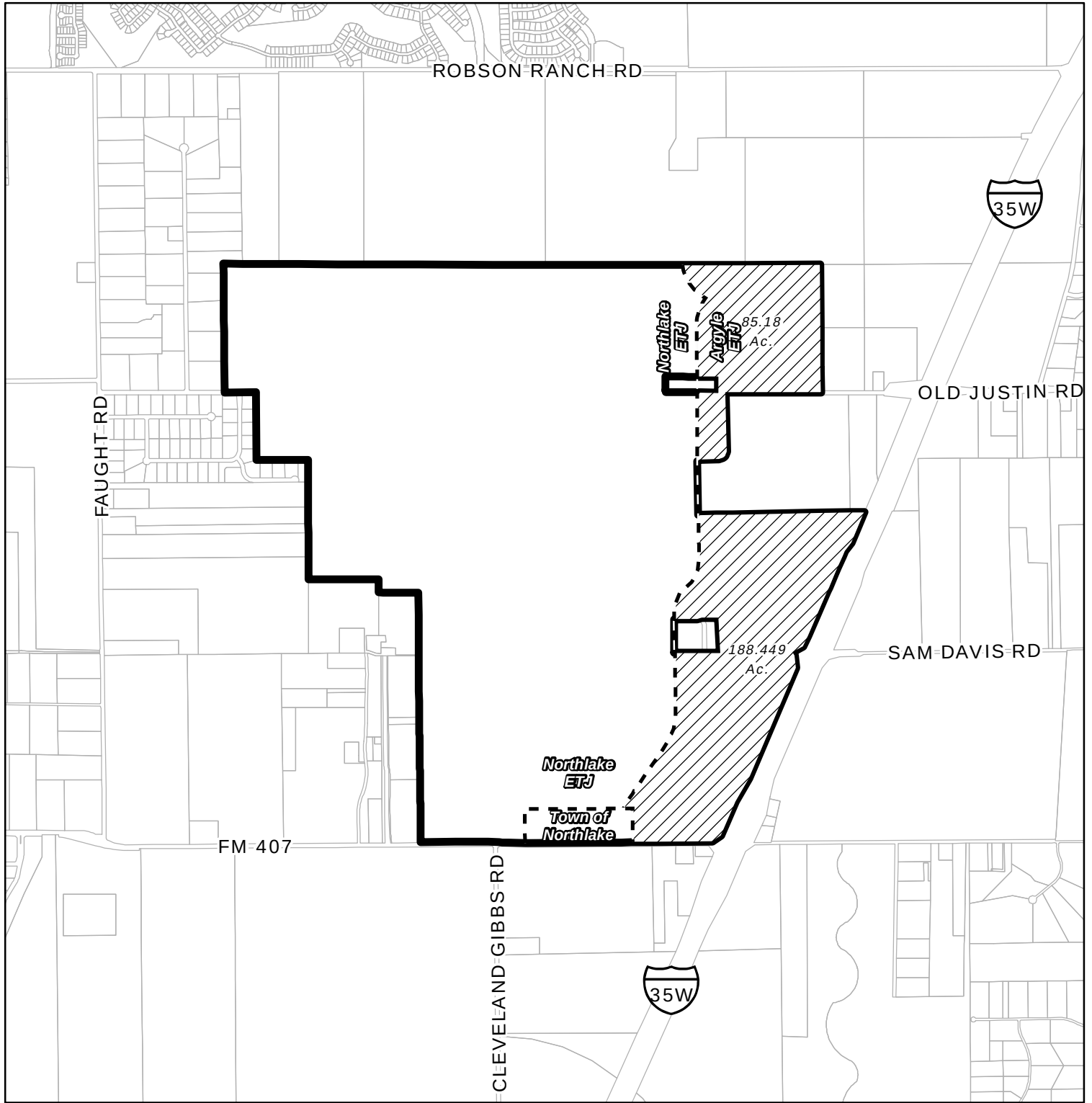
- Harvest Boundary (1,221.619 Ac.)
- Town of Northlake (15.68 Acres)
- ETJ
- Parcels



VICINITY MAP

Scale: 1 inch equals 5 miles

EXHIBIT "D"



1 inch equals 2,000 feet

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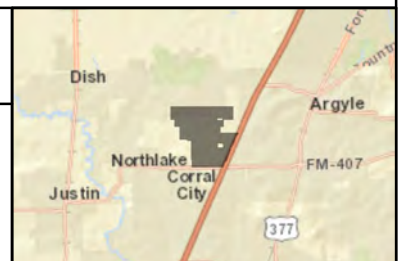
JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439



HARVEST
DENTON COUNTY, TEXAS

LEGEND

- Harvest Boundary (1,221.619 Ac.)
- Argyle ETJ (273.629 Acres)
- ETJ
- Parcels



VICINITY MAP
Scale: 1 inch equals 5 miles

EXHIBIT "E-1"

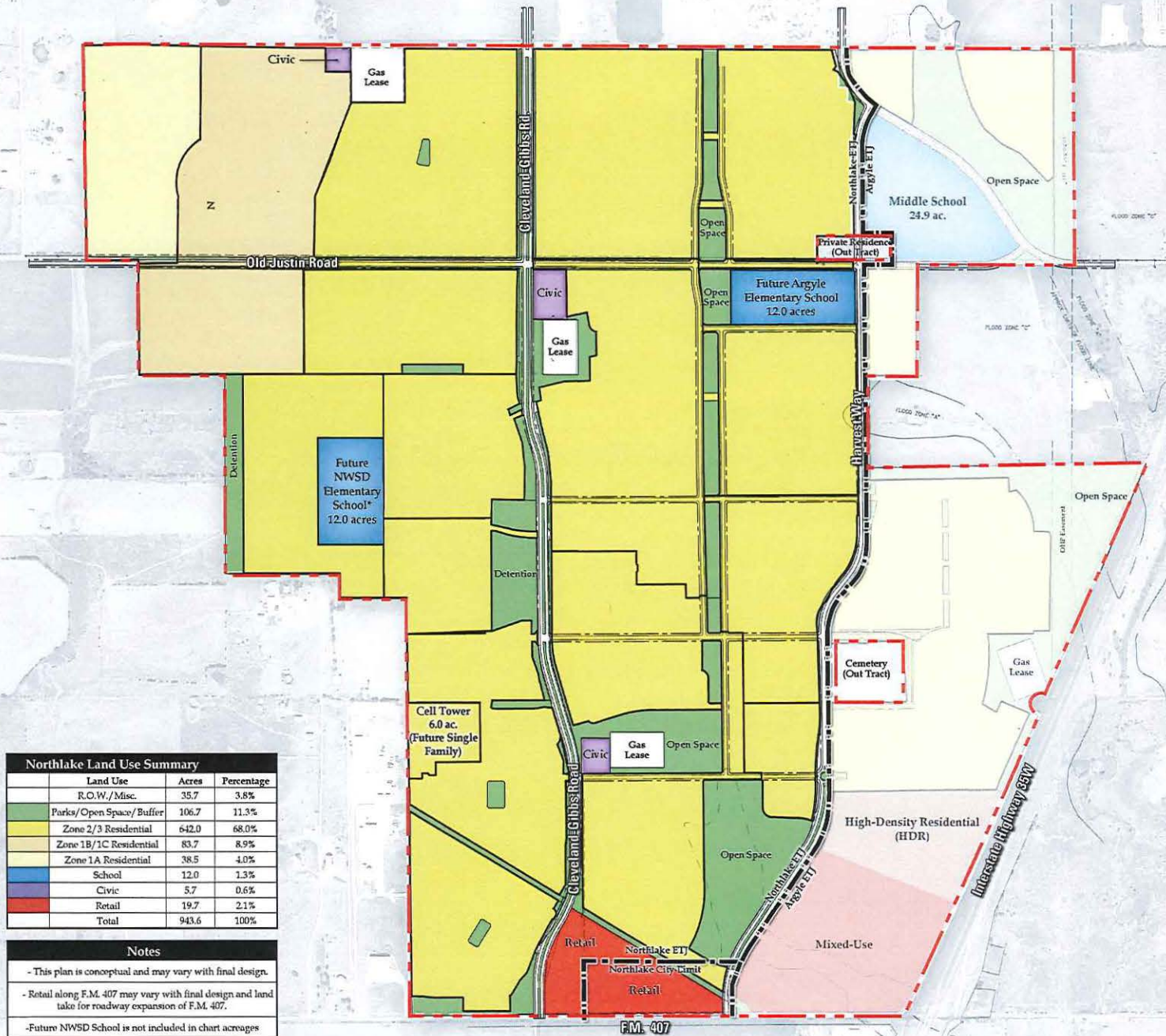
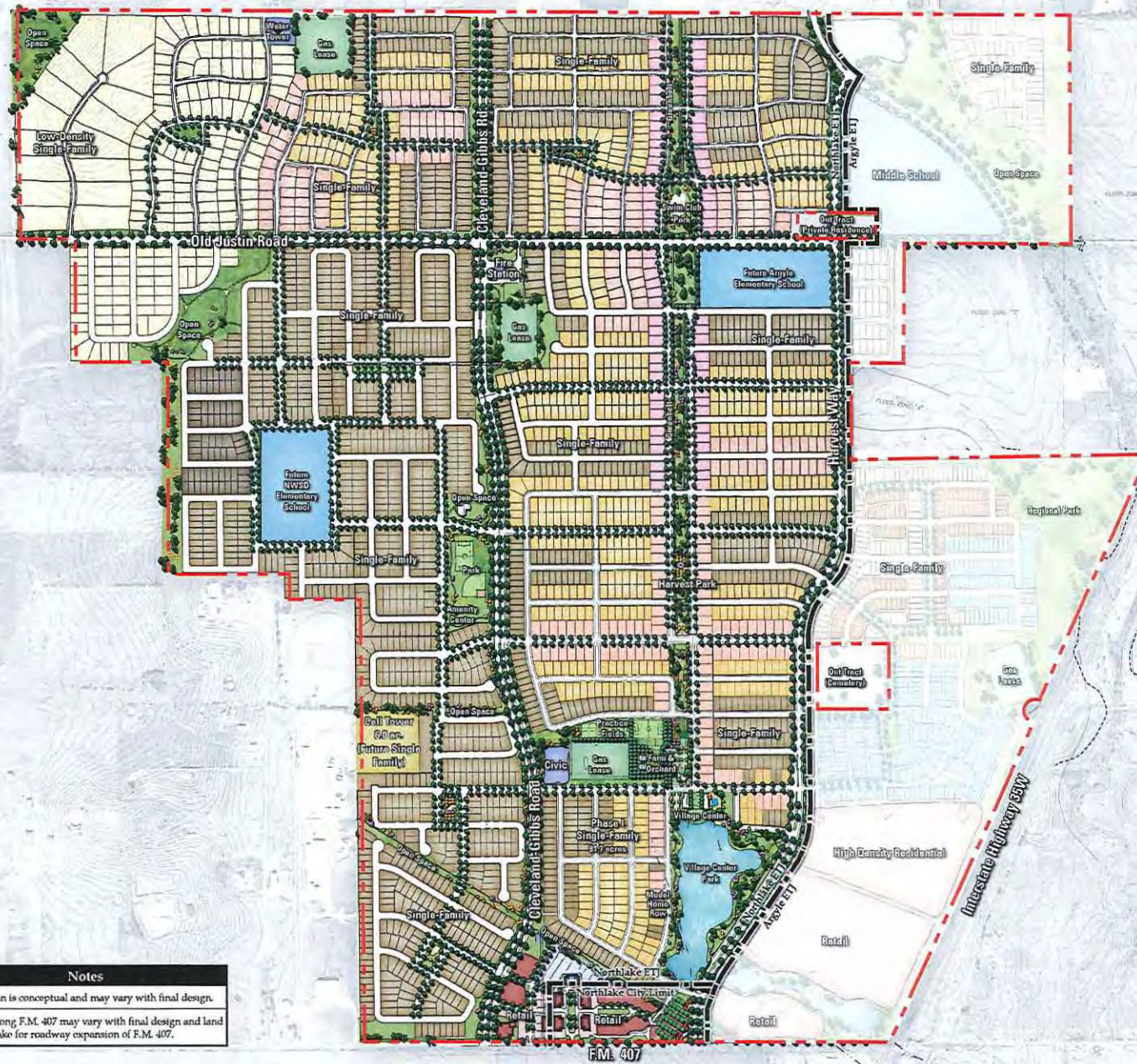


EXHIBIT "E-2"



Notes

- This plan is conceptual and may vary with final design.
- Retail along F.M. 407 may vary with final design and land take for roadway expansion of F.M. 407.

EXHIBIT "E-3"

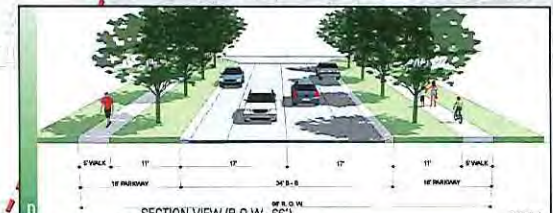
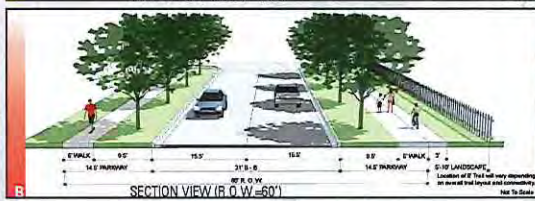
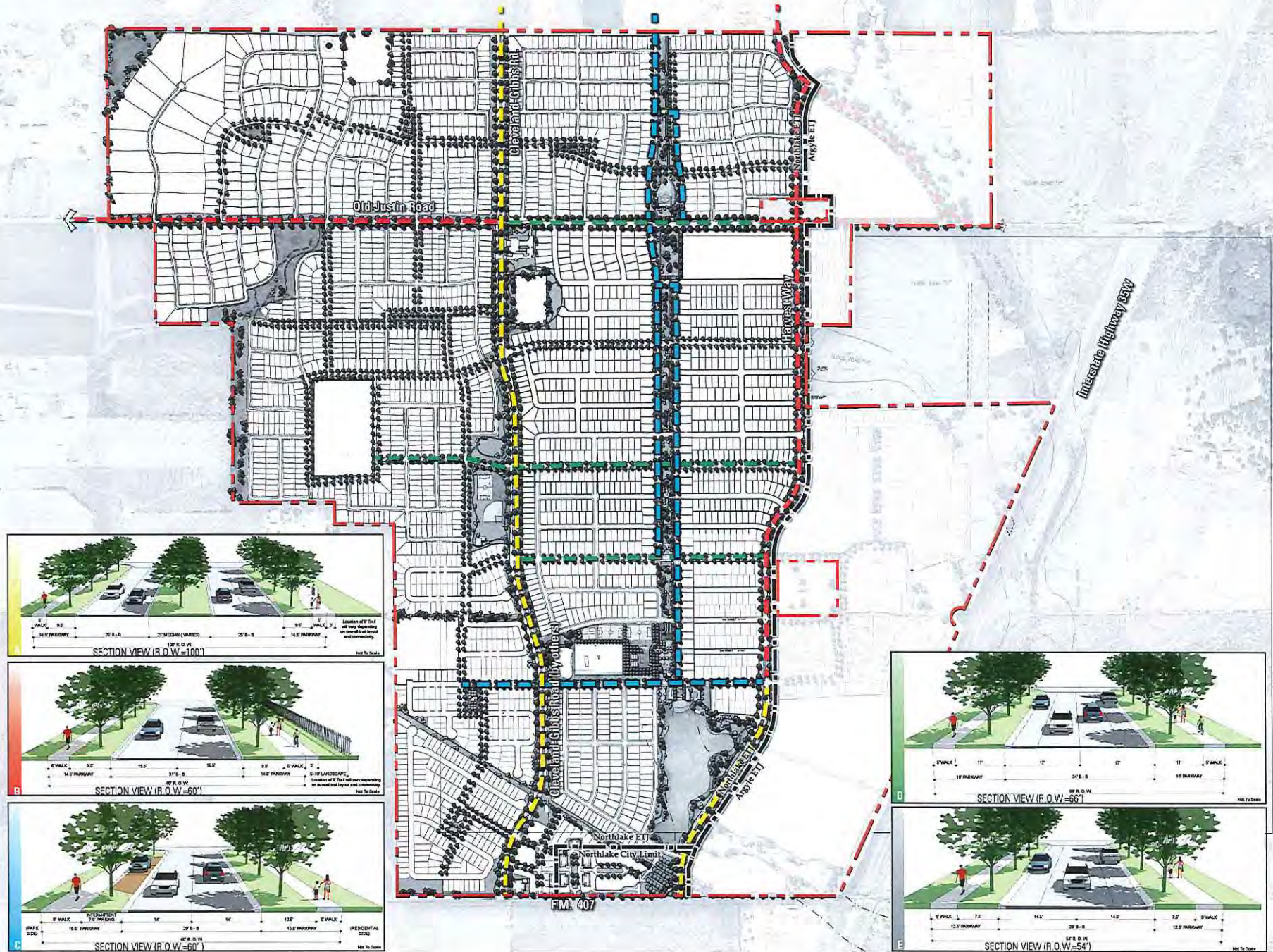


EXHIBIT "E-4"

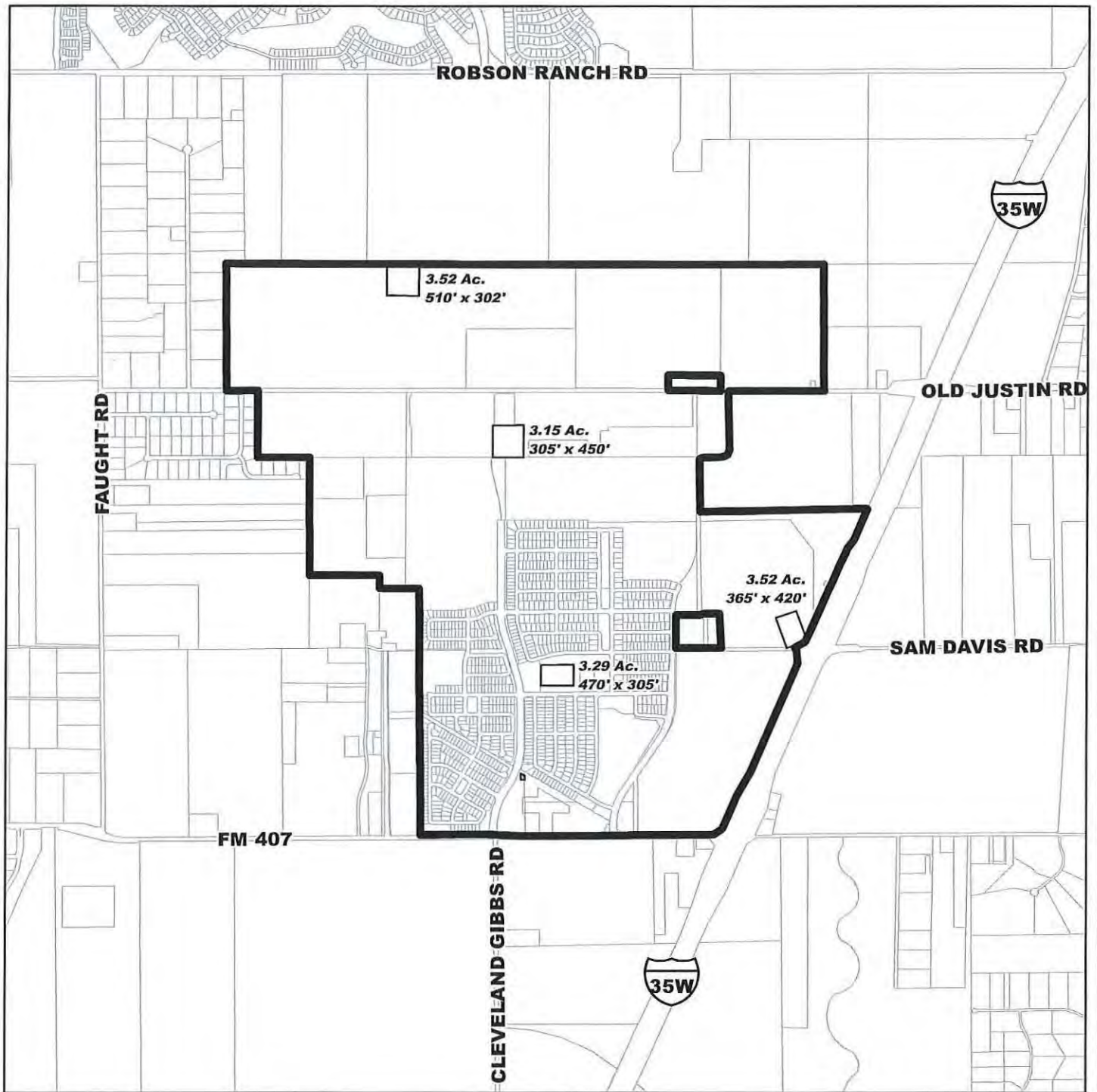
Northlake Open Space Summary		
Land Use	Acres	Percentage
Parks/Open Space/Buffer	106.7	11.3%

Notes

- The community trail alignments shown are intended to show the general framework and desired connections, and may vary with final design.
- Community trails will be eight feet (8') in width.
- The fine-grain road network of the community will have minimum sidewalks widths of five feet (5') and serve as the internal linkage to the community trails system.



EXHIBIT "I"



1 inch equals 2,000 feet

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JONES CARTER

Texas Board of Professional Engineers Registration No. F-439



HARVEST DENTON COUNTY, TEXAS

LEGEND

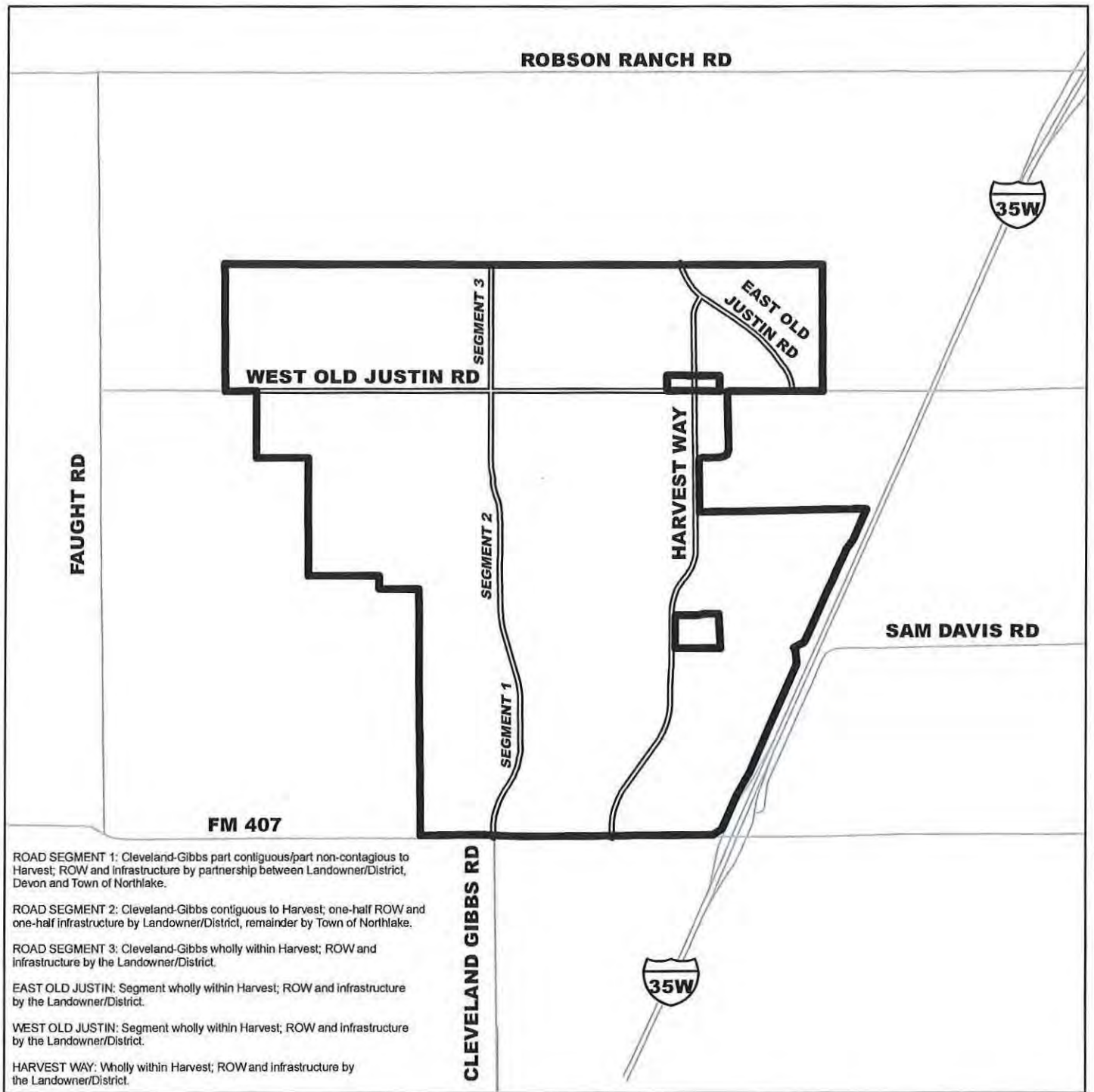
-  Harvest Boundary (1,221.619 Ac.)
-  Gas Wells
-  Parcels



VICINITY MAP

Scale: 1 inch equals 6 miles

EXHIBIT "J"



1 Inch equals 2,000 feet

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JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439



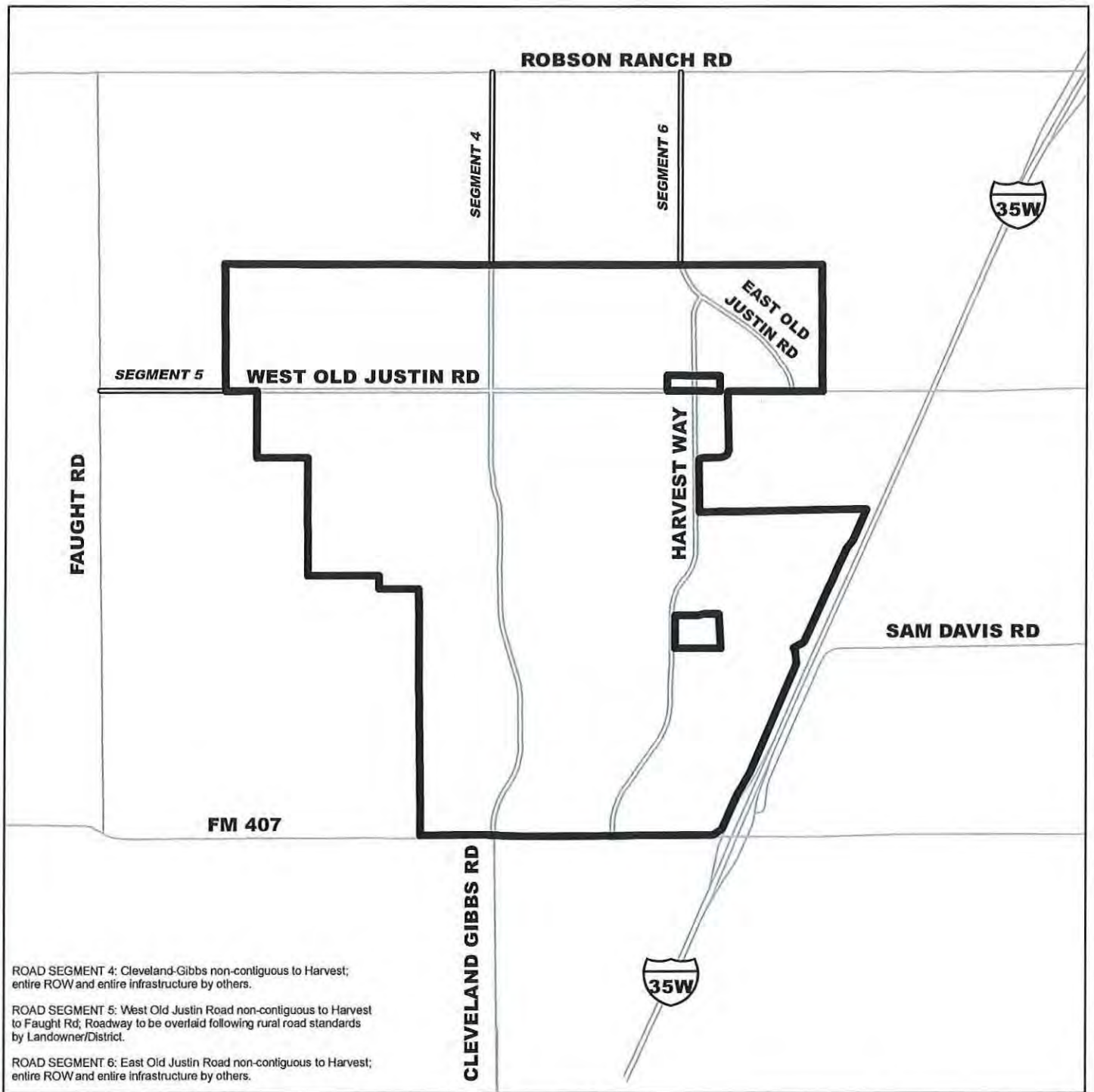
HARVEST DENTON COUNTY, TEXAS

LEGEND
 Harvest Boundary



VICINITY MAP
 Scale: 1 inch equals 5 miles

EXHIBIT "K"



1 inch equals 2,000 feet

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Texas Board of Professional Engineers Registration No. F-439



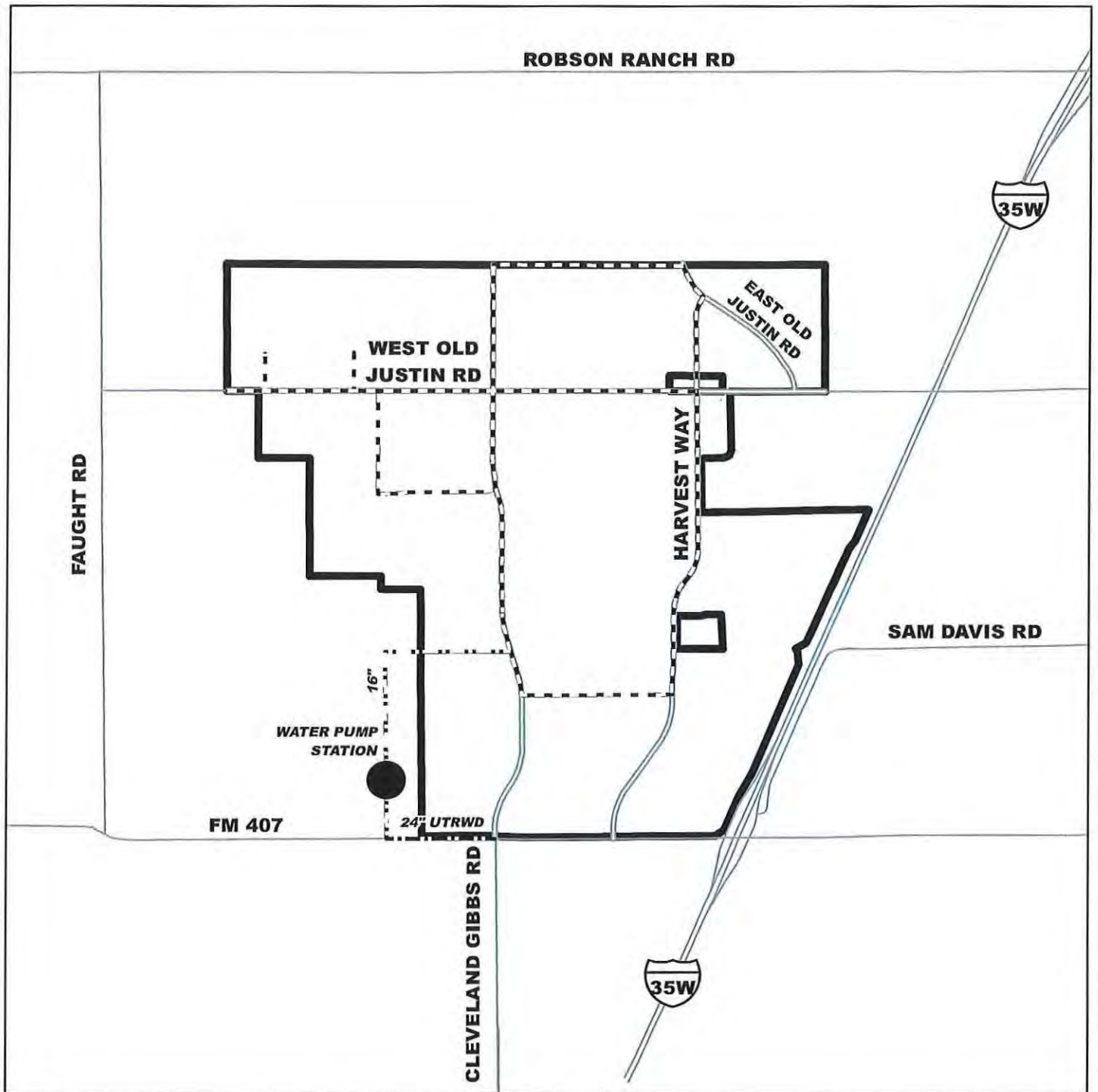
HARVEST DENTON COUNTY, TEXAS

LEGEND
 Harvest Boundary



VICINITY MAP
 Scale: 1 inch equals 5 miles

EXHIBIT "L"



1 inch equals 2,000 feet

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JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439



HARVEST DENTON COUNTY, TEXAS

LEGEND

--- 12

... 16

--- 24

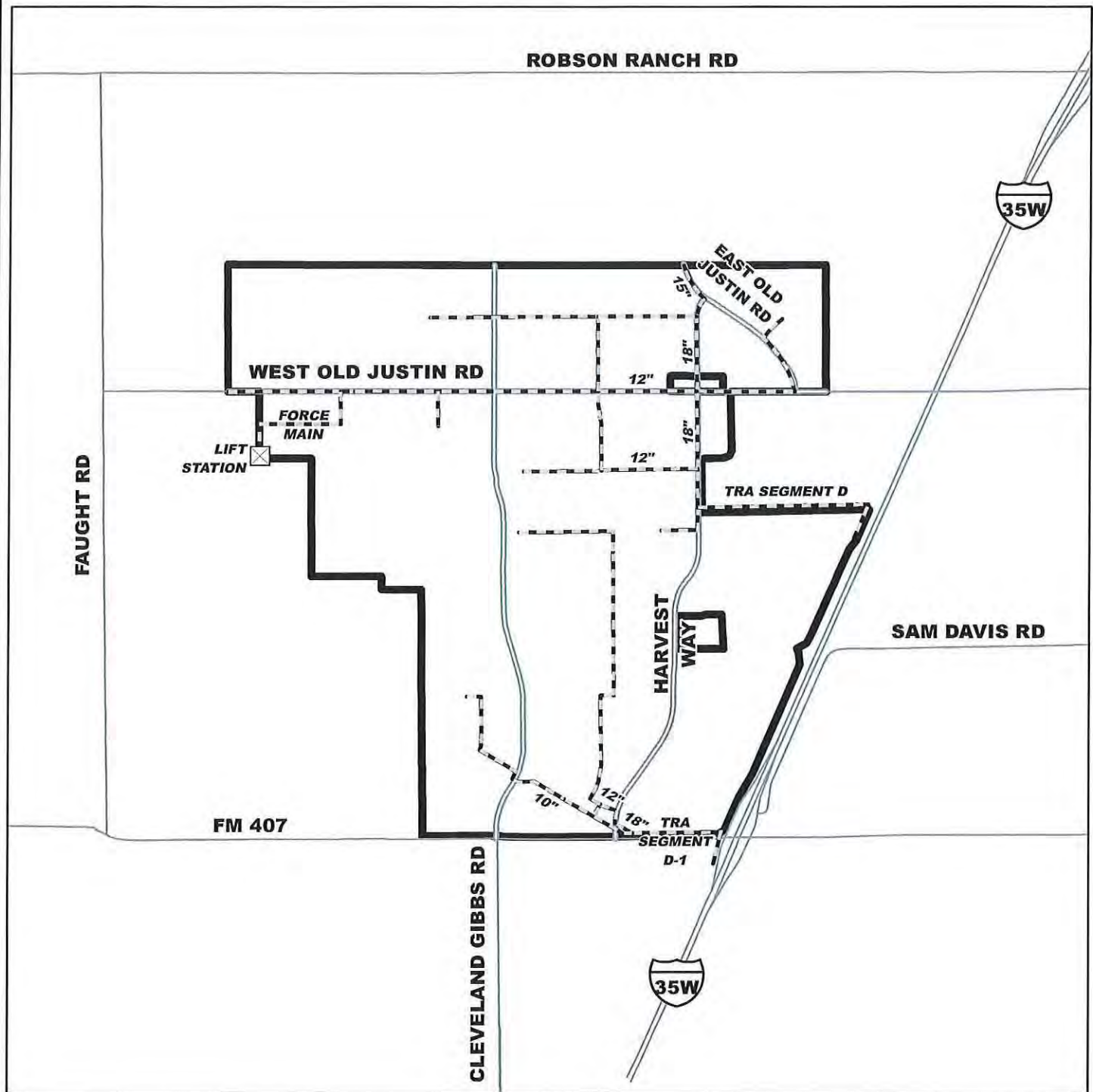
Harvest Boundary



VICINITY MAP

Scale: 1 inch equals 5 miles

EXHIBIT "M"



1 inch equals 2,000 feet

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HARVEST DENTON COUNTY, TEXAS

LEGEND

- Sewer Lines
- Harvest Boundary



VICINITY MAP Scale: 1 inch equals 5 miles



EXHIBIT "N"

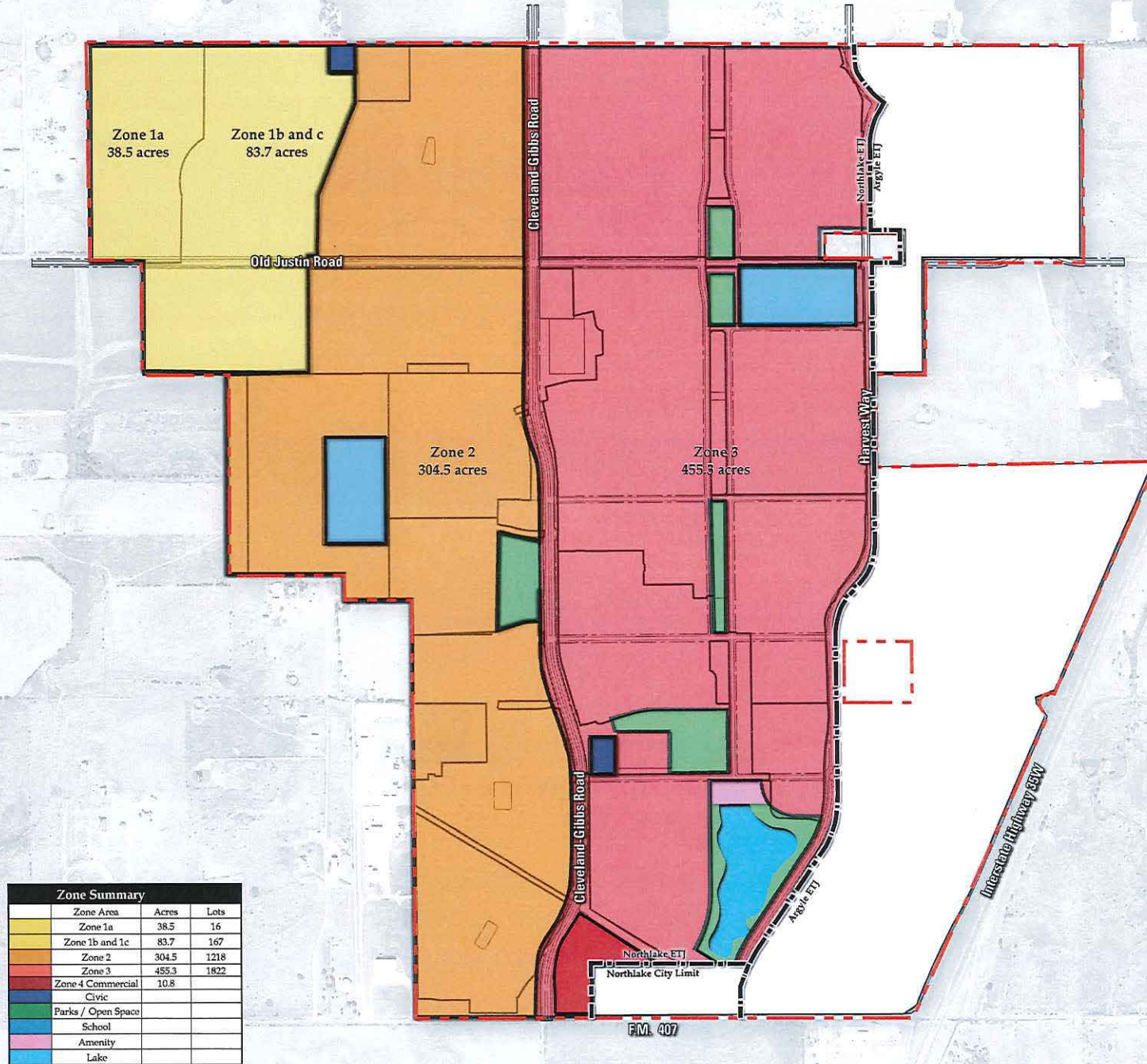
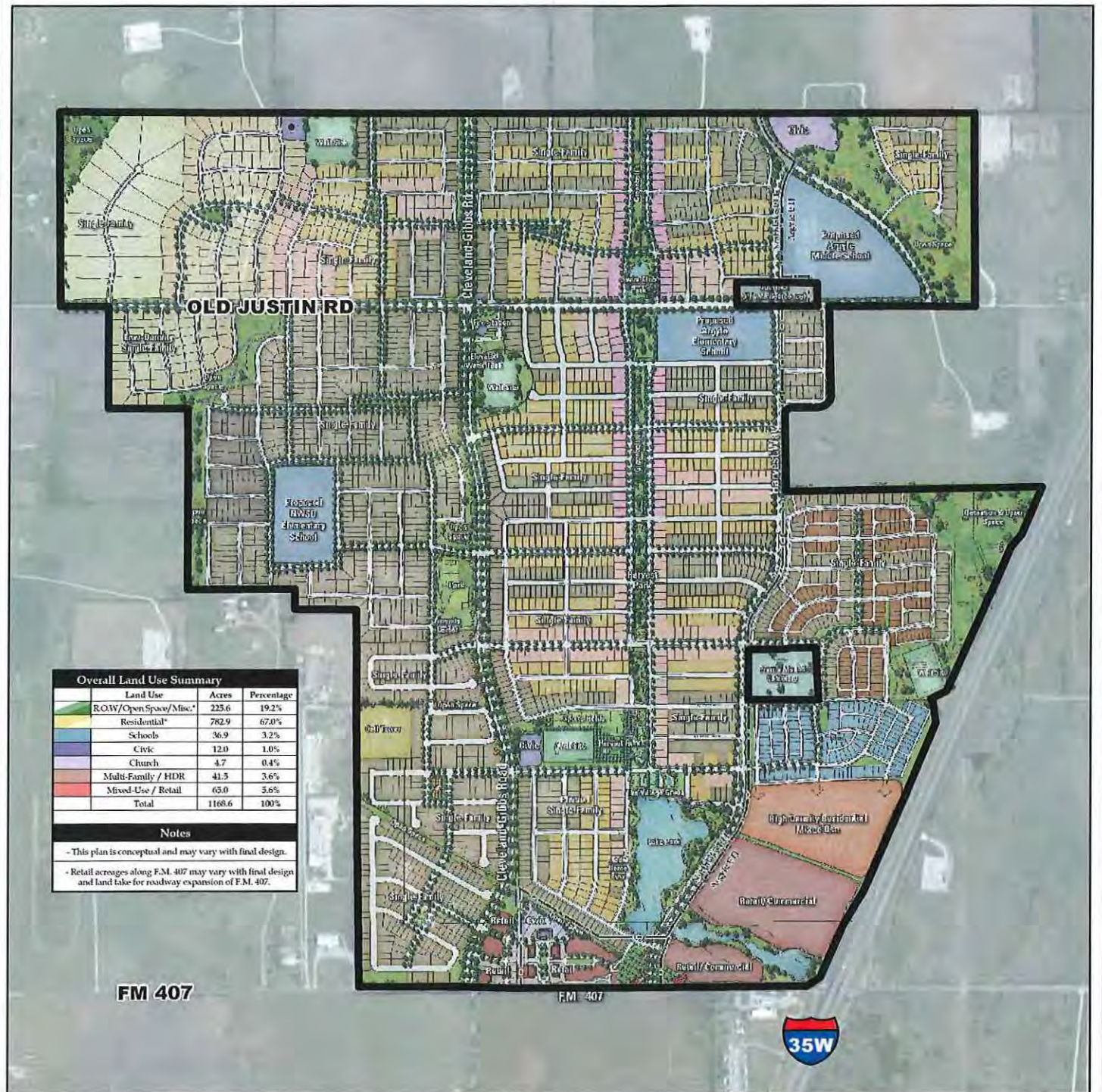


EXHIBIT "O"



Not to Scale

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JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439



HARVEST DENTON COUNTY, TEXAS

LEGEND

Harvest Boundary (1,221.619 Ac.)



VICINITY MAP
Scale: 1 inch equals 5 miles

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: January 30, 2017
Re: Interlocal Agreement with Belmont Fresh Water Supply District #1 – Water Distribution System Construction Cost Sharing

Belmont Fresh Water Supply District #1 (District) will begin construction of a water line along future Cleveland-Gibbs Road up to the Harvest development northern boundary. At the Town's request, this line will be oversized to accommodate water distribution for future development (currently Heritage Field). The District and the Town will enter into an interlocal agreement defining each party's responsibility towards the project.

The maximum cost to the Town for our portion of the cost sharing is estimated to be no more than \$100,000. Because this line is part of the Town's Master Water System Plan, these costs are eligible for water impact fee reimbursement. The payment of water impact fee collections of about 200 homes will cover the Town's cost. The Utility Fund has adequate reserves to cover the up-front payment until water impact fees are recovered.

Please contact me at 940.242.5701 if you have any questions or comments prior to the Council Meeting.

COST-SHARING AGREEMENT RELATING TO USE AND CONSTRUCTION OF WATER DISTRIBUTION LINES

This Cost-Sharing Agreement Relating to the Use and Construction of Water Distribution Lines (this "Agreement") is made and entered into, effective _____, _____, 2016, by the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as "Town"), and the Belmont Fresh Water Supply District No.1 of Denton County, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 53, Texas Water Code (hereinafter referred to as "the District") (collectively, "the Parties").

RECITALS

WHEREAS, the District is located within the Town's extraterritorial jurisdiction ("ETJ") and the land within the District is being developed primarily for single-family residential uses;

WHEREAS, the land within the District lies wholly within the water certificate of convenience and necessity ("CCN") number 12915, as held by the Town;

WHEREAS, the District is empowered to construct, acquire, and extend water distribution lines to distribute water within the District boundaries;

WHEREAS, the Town desires to distribute water services to property located to the north and outside of the District boundaries (the "Town Property");

WHEREAS, the capacity in an existing District's water distribution line (the "District Line") is sufficient to serve both the necessary connections located within the District and approximately 200 equivalent single family connections ("ESFCs") outside the District boundaries, but is not sufficient to serve all of the Town's needs on the Town Property outside the boundaries of the District;

WHEREAS, the existing District Line is located within the District as shown on Exhibit "A" attached hereto and incorporated for all purposes;

WHEREAS, the Town desires to use a portion of the capacity in the District Line to serve the Town Property;

WHEREAS, the construction of an extension to the District Line is necessary to serve the Town Property, therefore the District has agreed to design and construct a water distribution line (the "Improvements"), as described as the "Proposed Line" in Exhibit "A" to serve certain land located both within the District and the Town Property;

WHEREAS, the Improvements are located within the District as shown on Exhibit "A" attached hereto and incorporated for all purposes;

WHEREAS, the Town acknowledges that it will be required to design and construct an additional water distribution line sufficient to serve all of the Town's needs on the Town Property should the Town Property include more than 200 ESFCs;

WHEREAS, under the Third Amended and Restated Development Agreement, dated September 27, 2012, as amended through the date hereof (the "Development Agreement"), which is hereby incorporated by reference, the District has a pre-existing obligation to convey the Improvements to the Town upon completion of all of the Improvements;

WHEREAS, the District and the Town desire to enter into an agreement for the Town's use of certain capacity in the District Line and to share in the cost of the design and construction of the Improvements;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to State law, including but not by way of limitation, Sections 49.213 and 49.227, Texas Water Code, as amended; and Chapter 791 of the Texas Government Code;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District and Town contract and agree as follows:

ARTICLE I

GENERAL STATEMENT

The Town distributes water to connections in the District through the District Line, and the Town is seeking to obtain capacity in the District Line to support future development outside of the District boundaries, but within the Town's water CCN. In addition to obtaining the capacity, the Improvements need to be designed and constructed for the District Line to serve the Town Property, and the Parties desire to share in the costs associated with such design and construction. Therefore, the Parties have determined that it is in the best interests of the current and future residents and property owners in each of their respective jurisdictions to enter into this Agreement.

ARTICLE II

CONSTRUCTION

Section 2.01. Design, Construction and Financing of Improvements.

(a) The Parties acknowledge that the Parties will pay for the costs associated with the design and construction of the Improvements according to each party's pro-rata share as detailed below.

(b) The Parties acknowledge that the Improvements will be designed by Jones and Carter, Inc., engineers for the District (the "Engineer"), in accordance with sound engineering practices, and the plans and specifications therefore will be approved by all regulatory agencies with jurisdiction for such approval. Prior to advertising the bid for a contract related to the construction of the Improvements, the District will submit to the Town the plans and specifications

for the Improvements. The Town will have thirty (30) days from the date of submission to provide written approval of such submitted plans and specifications. Such approval will not be unreasonably withheld. Should the Town fail to provide written approval within thirty (30) days of submission, the plans and specifications submitted will be deemed approved without further action.

(d) The contracts relative to construction and design of the Improvements are or will be awarded in the name of the District. The District has indicated that it has legally available source of funds on hand to pay its share of costs under this Agreement, and the Town has indicated that it will be advancing moneys to pay the Town's share of such costs.

(e) The District will coordinate, supervise and administer (in consultation with the Engineer) the design and construction of the Improvements.

(f) The Parties acknowledge that the District has a pre-existing obligation under the Development Agreement to convey the Improvements to the Town upon completion of all of the Improvements.

Section 2.02. Payment of Pro-Rata Share.

(a) Within 30 days of the award by District of a contract for construction of the Improvements, the Town shall pay its pro-rata share of the construction and engineering expenses of the Improvements to the District (the "Construction Payment"). The Construction Payment is determined by multiplying the percentage of capacity as shown in Exhibit "B" by the bid amount in the construction contract awarded to construct the Improvements. The determination of percentage of capacity for the Improvements has been made by the District in consultation with the Engineer, and the Parties each hereby acknowledge and agree that such allocation reflects the relative benefits received by each party.

(b) In the event that the final contract price of the Improvements is revised due to change orders or other reasons, the Parties agree to a "true-up" based on such change orders. Within 30 days after any change order is approved by the District, and a copy thereof provided to the Town, the Town agrees to remit to the District its pro-rata share of the approved change order according to its pro rata share as described in Section 2.02(a) above. If the final contract price is lower than the bid amount, then within 30 days after the payment by the District of retainage on the construction contract, the District shall remit to the Town the Town's pro-rata share of the difference.

(c) Any and all payments arising under this Agreement shall be made from current revenues available to the paying party.

ARTICLE III
BENEFICIAL OWNERSHIP; ADDITIONAL WATER LINE

Section 3.01. Beneficial Ownership; Capacity. The Parties acknowledge and agree that although the Town will maintain physical ownership of the District Line following the conveyance to the Town under the Development Agreement, each party shall, subject to section 3.02 of this Agreement, retain beneficial ownership in the respective pro-rata shares of capacity in the District Line as set forth on Exhibit "B."

Section 3.02. Construction of Additional Water Line. The Parties acknowledge that the District Line only has capacity to serve 3,411 ESFCs within the District property and outside the District boundaries. The Parties agree that the District is guaranteed capacity in the District Line or in an additional water distribution line/facility as referred to herein sufficient to accommodate 3,211 ESFCs in the District. Should there be any issue with capacity in the District Line to meet the demand of the District's 3,211 ESFCs, the Town will complete the design and construction of an additional water distribution line or other water facilities (the "Additional Facilities") to serve the District's 3,211 ESFCs, in such a manner that the Additional Facilities are complete and operational at the time capacity is needed by the District. The design of the additional line shall be subject to the District Engineer's approval, which shall not be unreasonably withheld.

ARTICLE IV
DEFAULT

Section 4.01. Default Defined. Each of the following shall constitute a default hereunder:

- (a) Failure of a party to pay any sum in accordance with this Agreement; or
- (b) Failure of a party to perform any of its other covenants or obligations within ten (10) days of the date of any other party's written notice to such party of such failure; provided, however, a party shall not be in default hereunder if such failure cannot reasonably be cured within such ten (10) day period, but such party commences to cure such failure prior to the expiration of such period and thereafter diligently pursues such cure to completion within a reasonable period of time.

Section 4.02. Remedies. In the event of a default by either party hereto, the affected party may, at its option, seek any remedy available at law or in equity, or as otherwise provided in this Agreement, for such default; provided, however, that the parties hereto acknowledge and agree that, unless specifically provided herein, this Agreement may not be terminated without the written consent of the Parties hereto.

Section 4.03. Force Majeure.

- (a) In the event either party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of

such party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give written notice of such force majeure to the other parties to this Agreement. Such cause, as far as possible, shall be remedied with all reasonable due.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the District and Town, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a party may reasonably exert influence in order to meet its obligations pursuant to this Agreement. The provisions of this section shall not operate to excuse a party from the prompt payment of any monies required by this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.01. Entire Agreement. This Agreement contains the complete and entire agreement of the parties and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties.

Section 5.02. Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto acknowledge that each has entered into this Agreement willingly and that each party has equal bargaining powers. No party has been coerced or has acted under duress.

Section 5.03. Time of Essence. Time is of the essence in the exercise of each party's duties and obligations pursuant to this Agreement.

Section 5.04. Amendment. This Agreement may be amended or modified only by written agreement executed by each party hereto.

Section 5.05. Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, and the remainder of this Agreement shall be construed as if such invalid, illegal or ineffective provision had never been contained herein.

Section 5.06. Other Instruments and Approvals. The Parties agree to execute and deliver all such instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

Section 5.07. Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 5.08. No Waiver. No consent or waiver, expressed or implied, by either party to this Agreement to or of any default of any covenant or provision hereof by either party hereunder shall be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

Section 5.09. Assignability. This Agreement shall be assignable by each party only with the consent of the other party.

Section 5.10. No Joint Venture, Partnership, Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties.

Section 5.11. Term. This Agreement shall be in force and effect from the date of its execution for twenty five (25) years. The Parties may extend the Agreement in writing for any number of successive twenty five (25) year terms.

Section 5.12. Enforceability.

(a) In the event of any judicial determination that one or more provisions of this Agreement are beyond the scope of authority of the District or Town, or are in violation or contradiction of any application law or regulation in effect upon the effective date hereof, each party agrees to proceed to enter into discussions to amend this Agreement immediately.

(b) In the event it is necessary for any party or parties to retain an attorney or attorneys to enforce any term or condition of this Agreement against a defaulting party or parties, said defaulting party or parties shall pay all costs or expenses, including expert witness fees and reasonable attorneys' fees incurred in connection therewith upon final settlement, by agreement, or upon a judgment.

Section 5.13. Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall be in Denton County, Texas.

Section 5.14. Counterpart Originals. This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity.

Section 5.15 Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

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 No.1 of Denton County
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite #1100
Dallas, Texas 75230
214-981-9090

Section 5.16. Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 5.17 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Town or the District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

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This COST-SHARING AGREEMENT RELATING TO USE AND CONSTRUCTION OF WATER DISTRIBUTION LINES is ACCEPTED AND AGREED TO as of the date first written above.

TOWN OF NORTHLAKE, TEXAS

**BELMONT FRESH WATER SUPPLY
DISTRICT NO. 1 OF DENTON
COUNTY**

Peter Dewing, Mayor

Matt Beford, President

ATTEST:

ATTEST:

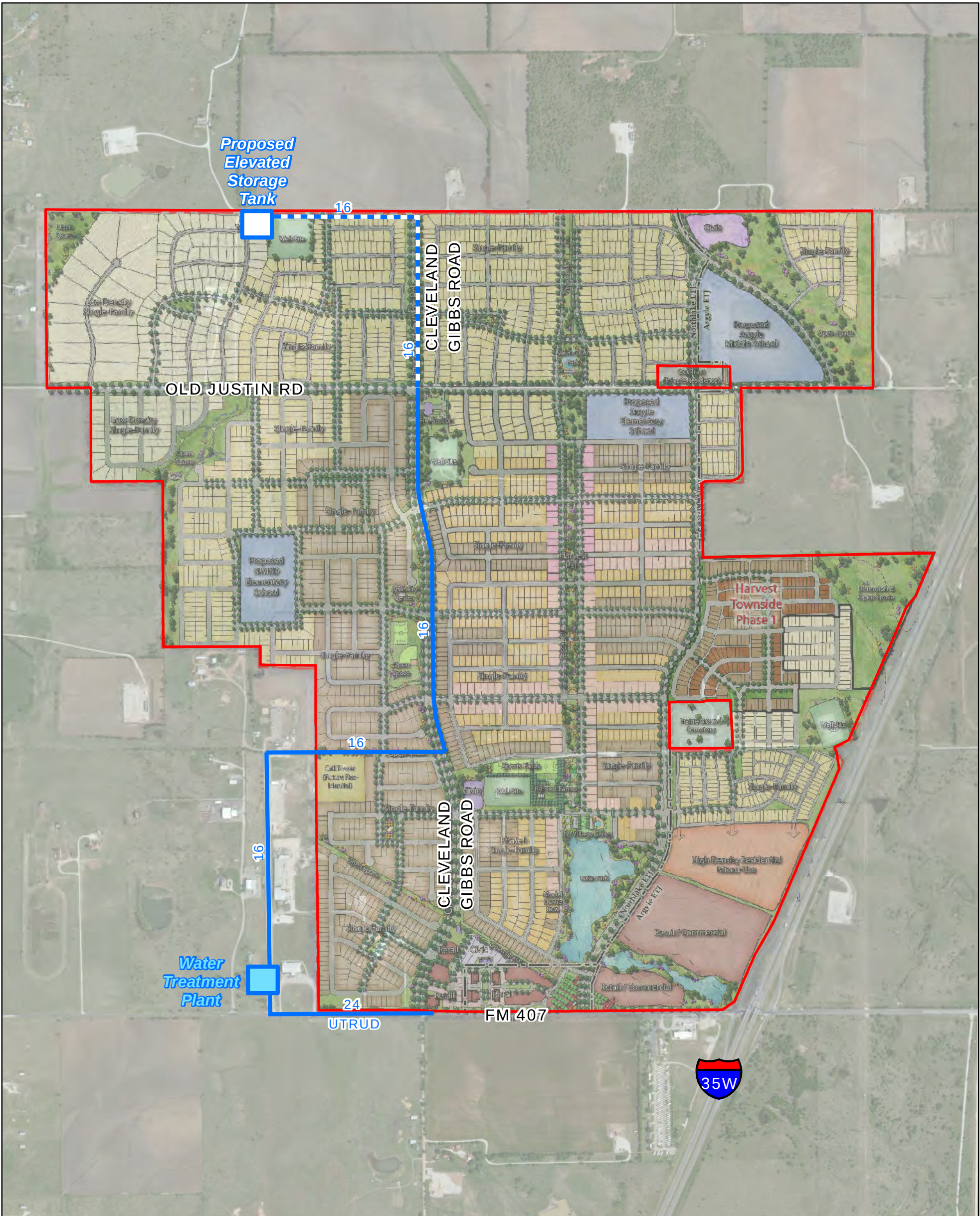
Shirley Rogers, Town Secretary

John Matthew Longoria, Board Secretary

EXHIBIT A

LOCATION AND DESCRIPTION OF FACILITIES

CLEVELAND GIBBS ROAD WATER



1 inch equals 1,000 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones | Carter, Inc. concerning the accuracy completeness, reliability, or usability of the information included within this exhibit.



JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439



HARVEST
DENTON COUNTY, TEXAS

LEGEND

- Existing/Planned Water
- Proposed Water
- Harvest Boundary



VICINITY MAP
Scale: 1 inch equals 5 miles

EXHIBIT B

PRO-RATA SHARES IN DISTRICT LINE

<u>ENTITY</u>	<u>CONNECTIONS</u>	<u>PRO-RATA SHARE</u>
District	3,211	93.67%
Town	200	6.23%

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Town of Northlake, Texas (the "Town") and HP Gibbs, LP, a Texas limited partnership (the "Company") to be effective on January 30, 2017.

RECITALS

WHEREAS, the Company owns the approximately 383-acre tract known as the Gibbs Tract, and the Company or its affiliate is under contract to purchase the approximately 636-acre tract known as the Young Tract, both of which are located in the Town's corporate limits (collectively, the "Property"); and

WHEREAS, the Company intends to seek the Town's approval of a rezoning of the Property to allow a mix of residential and non-residential uses on the Property consistent with the Town's comprehensive plan and with residential lot sizes and densities similar to the lot sizes and densities permitted for the Harvest, Canyon Falls, and Heritage Field developments (the "Project"); and

WHEREAS, the parties intend for a municipal management district (the "District") to be created over the Gibbs Tract, and to eventually annex the Young Tract into the District after the Company or its affiliate acquires ownership of the Young Tract; and

WHEREAS, on December 8, 2016, the Town adopted Resolution No. 16-41 supporting the creation of the District, subject to the Company applying for and receiving the appropriate zoning, and subject to the Company 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; and

WHEREAS, the parties acknowledge that a permanent wastewater solution for the Project is not financially feasible at this time, and a temporary wastewater package plant will be constructed to serve the Project until a permanent wastewater solution can be put in place.

NOW THEREFORE, the parties agree as follows:

ARTICLE I ZONING AND WASTEWATER SERVICE

- 1.1 Zoning. The Town agrees that the Company should make application to rezone the Property as one or more planned development districts to allow mixed density residential development with lot sizes and densities consistent with the town's Comprehensive Plan adopted December 8, 2016 and similar to the lot sizes and transitional densities permitted by the Town for the Harvest, Canyon Falls, and Heritage Field master planned developments. By entering into this MOU, the Town does not agree to approve the Company's zoning application.
- 1.2 Wastewater Service. The parties acknowledge and agree that a temporary wastewater package plant will be constructed to serve the Project until a permanent wastewater solution can be funded and constructed to serve the Project. The parties agree to work in good faith to establish a long term funding plan to allow the Town to construct a permanent wastewater

trunk line to serve the Project. The Town acknowledges that the Company has made application to the Texas Commission on Environmental Quality to permit a temporary wastewater package plant, and the Town intends to support such application.

ARTICLE II LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions by the parties.

Executed and effective this 30th day of January, 2017

TOWN OF NORTHLAKE, TEXAS

By: _____
Drew Corn, Town Administrator

COMPANY

HP Gibbs, LP, a Texas limited partnership

By: _____
BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: January 30, 2017
Re: Gibbs Young Tracts Professional Services Agreement

On December 9, 2016 and January 12, 2017, Council heard from Hillwood Communities on a proposed mixed-used planned development of 1,019 acres known as the Gibbs Young tracts. The developer has been working with their planners and engineers and surrounding developments to determine the necessary infrastructure required for this development. Before the developers access Town staff and more pertinently Town consultants, a professional services agreement was requested. Through the agreement, the developer will reimburse all professional services costs incurred by the Town related to this project including legal, engineering, accounting, etc. up to \$25,000. During the development process there often many changes and back-and-forth between both sides. This agreement protects the Town financially. If we get close to the \$25,000 amount, we will extend or renegotiate the agreement.

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the 30th day of January, 2017 (the "Effective Date"), is made and entered into by and between the Town of Northlake, Texas, a general law municipality organized and operating pursuant to the laws of the State of Texas (the "Town"), and HP Gibbs, LP, a Texas limited partnership (collectively, the "Company").

WHEREAS, the Company owns the approximately 383-acre tract known as the Gibbs Tract, and the Company or its affiliate is under contract to purchase the approximately 636-acre tract known as the Young Tract, both of which are located in the Town's corporate limits (collectively, the "Development Area"); and

WHEREAS, the Town and Company hereby recognize and agree that professional services including, engineering services, legal services, and financial services (the "Professional Services"), will be needed to assess the Town's current ordinances, draft new ordinances, assess infrastructure needs and demands, and assess financial issues that will be associated or with or necessitated by the possible development of the Development Area and the creation of a municipal management district for all or a portion of the Development Area (the "District"); and

WHEREAS, the Company hereby agrees to pay for the Professional Services in accordance with this Agreement incurred by the Town related to the proposed development of the Development Area in the total amount not to exceed \$25,000; and

WHEREAS, the Town Council of the Town, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the Town are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, (including the payment of the Company to the Town of \$10.00 cash), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing recital and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this article.

2. Payment for Professional Services. The Company shall pay all invoices from the Town for Professional Services relating to the Town's review of the Development Area, including but not limited to, its impact on the Town's financial structure, land development, subdivision and zoning plans, infrastructure needs and demands, and other matters necessitated solely by the proposed development of the Development Area, and the assessment and/or creation of the District and the financing related thereto. No Professional Services shall be performed relating to the development of any other property.

The Town will invoice the Company approximately every thirty (30) days with a billing statement and detailed accounting of all professional services rendered in accordance with this Agreement, including copies of invoices from the Town's consultants. Such invoices may be redacted to the extent necessary to maintain the attorney-client privilege.

(b) Upon receipt of said monthly invoice, the Company shall pay the invoice in full within fifteen (15) days, provided, that the Company's total obligations under this Agreement shall not exceed \$25,000.00, except to the extent otherwise agreed by the Company in writing.

3. Effect of Agreement. This Agreement shall confer no vested rights or development rights on the Development Area or to the Company. Further, this Agreement shall provide no assurances,

promises, or covenants by the Town to approve any development in the Development Area or to provide funds or issue obligations to pay any costs relating to the development of the Development Area.

4. Termination. Unless extended by mutual agreement of the parties, this Agreement shall terminate by operation of these terms and conditions by January 31, 2018; provided, however, that all remaining invoices that are outstanding as of the date of termination shall be paid in full by the Company, subject to the limitations on Company's liability pursuant to Section 2 hereof. Notwithstanding the foregoing, either party may terminate this Agreement by providing 30 days prior written notice to the other.

5. Right to Reports and Studies. The Town shall provide the Company with copies of all reports, studies, analysis, plans, drawings and all public information documents resulting from the Professional Services within ten (10) days after receipt of such materials by the Town. The Company shall be entitled to use such materials in connection the development of the Development Area. Notwithstanding anything to the contrary herein, the parties understand and acknowledge that the Town is a governmental entity and is therefore subject to the restrictions and requirements imposed on it by Chapter 552 of the Texas Government Code. As a result, the Town shall not be required to provide documents or items that are protected under Texas Government Code, Chapter 552 or any other law or privilege.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein. Nothing in this Agreement shall prohibit either party from terminating this Agreement by providing thirty (30) days written notice to the other party.

7. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Company and the Town.

8. Successors and Assigns. Neither Town nor Company may assign or transfer their interest in the Agreement without prior written consent of the other party.

9. Notices. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Company: HP Gibbs, LP
Attn: Brian Carlock
3000 Turtle Creek Blvd.
Dallas, TX 75219

With copies to: Shupe Ventura, PLLC
Attn: Misty Ventura
9406 Biscayne Blvd.
Dallas, Texas 75218

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

With copies to: Taylor Olson Atkins Sralla Elam, L.L.P.
Attn: Ashley D. Dierker
6000 Western Place, St. 200
Fort Worth, Texas 76107

10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

11. Applicable Law. This Agreement is made and performable in Denton County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue shall lie in Denton County, Texas.

12. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

13. 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.

Town of Northlake, Texas

By: _____
Drew Corn, Town Administrator

COMPANY

By: _____
HP Gibbs, LP



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)