

1. Agenda

Documents:

[07-27-2017 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[07-27-2017 COUNCIL PACKET \(PUBLIC\).PDF](#)



**Town of Northlake  
Council Meeting Agenda  
Thursday, July 27, 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 regular meeting on Thursday, July 27, 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 2017 Quarterly Investment Update
- B. FY 2017 Quarterly Budget Report
- C. FY 2018 Proposed Budget Presentation

3. Call Regular Meeting to Order

Pledge of Allegiance-Moment of Silence

4. Public Input

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

5. Consent Items

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

- D. Consider for approval the June 8, 2017 meeting minutes
- E. Consider for approval the Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County
- F. Consider for approval the Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System with Denton County
- G. Consider for approval the FY 2018 Contract for Technical Services with Trinity River Authority of Texas

6. Regular Items

- H. Reconsider for approval a Development Agreement with Northlake Office Park, LLC

- I. Consider for approval a Site Plan for a proposed 4,364 square-foot IHOP Restaurant on 1.503 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 3, Block 5, Northport Addition, generally located on the north side of SH 114 approximately 800 feet east of the IH 35W northbound service road at 5050 SH 114, and zoned Commercial (C). Northport Partners is the owner. ACG Texas Restaurants is the applicant/developer. RLK Engineering is the engineer. Case # SP-17-005
- J. Consideration to award bid to HD Cooks Rock Solid Inc. for resurfacing of Florance Road (from FM 407 to Strader Lane) Resolution No. 17-17
- K. Consideration to award bid to Peachtree Construction, Ltd. for resurfacing of Cleveland Gibbs (from Dale Earnhardt Way to Sam Lee Lane) Resolution No. 17-18
- L. Consider for approval a resolution approving Supplemental Agreement No. 1 (Sam Lee Lane Extension) Design of Public Lighting between Pacheco Koch LLC and the Town of Northlake -Resolution No. 17-19
- M. Consider for approval a resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District -Resolution No. 17-20
- N. Consider for approval an ordinance of the Town Council approving a property exchange agreement with HW Indian Springs, LP to exchange unused public right of way generally described as 0.681 acres out of the B.B.B. and C.R.R. Co. Survey, Abstract No. 189, Town of Northlake, Denton County, Texas for certain other real property; vacating and abandoning such unused public right of way; declaring that such property is unnecessary for use by the public; authorizing the Town Administrator to execute all documents needed to accomplish the exchange, including execution of a special warranty deed transferring and assigning such property to HW Indian Springs LP in exchange for HW Indian Springs LP executing a special warranty deed transferring and assigning certain other real property, specifically, 2.938 acres out of the MEP&PRR Co. Survey, Abstract No. 913, FM Woodard Survey, Abstract No. 1420, Town of Northlake, Denton Co. Texas to the Town -Ordinance 17-0727
- O. Consider for approval to vote to adopt a proposed tax increase, vote to schedule tax rate public hearings for the Fiscal Year 2017-2018 tax rate (if necessary) and set the date of the adoption of the tax rate on the agenda of September 7, 2017 Council Meeting
- P. Consider for approval setting public hearing dates for the Proposed 2017-2018 Town Budget, Northlake Economic Development Corporation and Community Development Corporation Budgets, Northlake Public Improvements District No. 1 (Harvest), and Northlake Public Improvement District No. 2 (The Highlands), Tax Increment Financing Zone No. 1 (Canyon Falls)
- Q. Consider for approval an appointment to the Northlake Economic Development Corporation Board of Directors

7. Convene into Executive Session

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

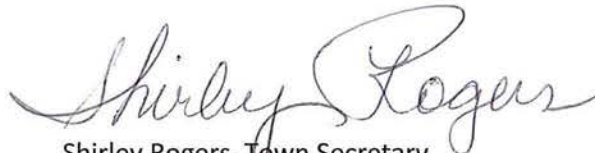
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:

- 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)
  - (c) Appellate Docket No. 06-17-00054-CV  
City of Justin vs. Town of Northlake
- b. Section 551.087 authorizes a governmental body to convene into executive session to deliberate regarding economic development negotiations
  - 1) Property located in the Town or the Town's ETJ located at the northwest corner of Sam Reynolds Road and Boss Range Road

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, July 21, 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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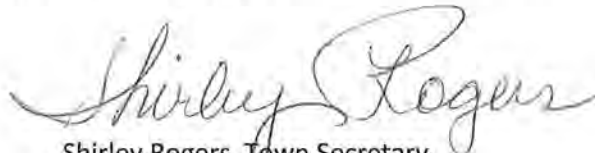
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## Regular Work Session

### Agenda Item 1



## Briefing Items

### Agenda Item 2

- A. FY 2017 Quarterly Investment Update
- B. FY 2017 Quarterly Budget Report
- C. FY 2018 Proposed Budget Presentation

# Memo

To: Honorable Mayor and Town Council  
From: Karen Bolyard, Director of Finance  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: July 20, 2017  
Re: Quarterly Investment Report – Third Quarter 2017

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The Town earned \$31,546.78 in interest revenue from the investment accounts during the third quarter of 2017. When comparing the third quarter interest earnings with the prior quarter of interest earnings, the Town incurred a 33% or \$7,836.32 increase in interest income.

Approximately 84% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to “pool” their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool’s interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

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

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



Quarterly Investment Report  
April - June

| Investment  | Account Number    | Account Name                    | Account Code    | Beginning Balance | Account Activity | Interest Earned |              |              | Ending Balance   |
|-------------|-------------------|---------------------------------|-----------------|-------------------|------------------|-----------------|--------------|--------------|------------------|
|             |                   |                                 |                 |                   |                  | Apr-17          | May-17       | Jun-17       |                  |
| Wells Fargo | 65302966649       | General Fund                    | 100-11225-00-00 | 1,297,852.47      |                  | 208.46          | 215.44       | 208.56       | 1,298,484.93     |
| LOGIC       | 2414814014 & 4015 | General Fund                    | 100-11275-00-00 | 2,840,840.49      |                  | 164.99          | 170.99       | 174.42       | 2,841,350.89     |
| Wells Fargo | 65302966649       | Donations Fund                  | 105-11225-00-00 | 6,646.03          |                  | 1.23            | 1.27         | 1.23         | 6,649.76         |
| LOGIC       | 2414814014 & 4015 | Donations Fund                  | 105-11275-00-00 | 967.13            |                  | 130.99          | 135.76       | 138.51       | 1,372.39         |
| Wells Fargo | 65302966649       | Hotel/Motel Fund                | 110-11225-00-00 | 278,169.47        |                  | 51.45           | 53.17        | 51.47        | 278,325.56       |
| LOGIC       | 2414814014 & 4015 | Hotel/Motel Fund                | 110-11275-00-00 | 63,741.55         |                  | 186.40          | 193.18       | 197.06       | 64,318.19        |
| Wells Fargo | 65302966649       | Court Revenue Fund              | 120-11225-00-00 | 53,947.46         |                  | 9.98            | 10.31        | 9.98         | 53,977.73        |
| LOGIC       | 2414814014 & 4015 | Court Revenue Fund              | 120-11275-00-00 | 10,036.14         |                  | 138.99          | 144.05       | 146.96       | 10,466.14        |
| LOGIC       | 2414814014 & 4015 | Court Technology Fund           | 121-11275-00-00 | 57.36             |                  | 130.19          | 134.93       | 137.64       | 460.12           |
| Wells Fargo | 65302966649       | 4A EDC                          | 130-11225-00-00 | 36,072.52         |                  | 6.67            | 6.90         | 6.66         | 36,092.75        |
| LOGIC       | 2414814014 & 4015 | 4A EDC                          | 130-11275-00-00 | 28,361.47         |                  | 155.17          | 160.82       | 164.04       | 28,841.50        |
| Wells Fargo | 65302966649       | 4B CDC                          | 131-11225-00-00 | 14,532.54         |                  | 2.69            | 2.78         | 2.68         | 14,540.69        |
| LOGIC       | 2414814014 & 4015 | 4B CDC                          | 131-11275-00-00 | 28,361.47         |                  | 155.17          | 160.82       | 164.04       | 28,841.50        |
| Wells Fargo | 65302966649       | Belmont                         | 140-11225-00-00 | 40,290.57         |                  | 7.45            | 7.70         | 7.48         | 40,313.20        |
| LOGIC       | 2414814014        | Belmont                         | 140-11275-00-00 | 4,093.33          |                  | 133.76          | 138.60       | 141.44       | 4,507.13         |
| Wells Fargo | 65302966649       | Police Asset Forfeiture Fund    | 150-11225-00-00 | 7,568.17          |                  | 1.40            | 1.45         | 1.40         | 7,572.42         |
| Wells Fargo | 65302966649       | Child Safety Fund               | 152-11225-00-00 | 52,184.92         |                  | 9.65            | 9.98         | 9.66         | 52,214.21        |
| LOGIC       | 2414814014 & 4015 | Child Safety Fund               | 152-11275-00-00 | 4,707.30          |                  | 134.29          | 139.18       | 142.01       | 5,122.78         |
| LOGIC       | 2414814014 & 4015 | Court Online Access Fees        | 153-11275-00-00 | 57.37             |                  | 130.19          | 134.93       | 137.64       | 460.13           |
| Wells Fargo | 65302966649       | Debt Service Fund               | 160-11225-00-00 | 29,228.75         |                  | 5.41            | 5.59         | 5.43         | 29,245.18        |
| LOGIC       | 2414814015        | Debt Service                    | 160-11275-00-00 | 57.37             |                  | 130.19          | 134.93       | 137.64       | 460.13           |
| Wells Fargo | 65302966649       | Water/Waste Water Fund          | 200-11225-00-00 | 1,917.26          |                  | 0.35            | 0.37         | 0.36         | 1,918.34         |
| LOGIC       | 2414814014 & 4015 | Water/Waste Water Deposit Fund  | 200-11280-00-00 | 29,744.22         |                  | 156.39          | 162.08       | 165.33       | 30,228.02        |
| Wells Fargo | 65302966649       | Cost Recovery Fund              | 201-11225-00-00 | 129,032.17        |                  | 23.86           | 24.66        | 23.87        | 129,104.56       |
| LOGIC       | 2414814014 & 4015 | Cost Recovery Fund              | 201-11285-00-00 | 14,303.00         |                  | 142.77          | 147.96       | 150.94       | 14,744.67        |
| Wells Fargo | 6530266649        | Water Impact Fees North Fund    | 202-11225-00-00 | 30.85             |                  | 7.89            | 8.16         | 7.90         | 54.80            |
| LOGIC       | 2414814014 & 4015 | Water Impact Fees North         | 202-11275-00-00 | 57.37             |                  | 130.19          | 134.93       | 137.64       | 460.13           |
| Wells Fargo | 6530266649        | Water Capital Projects Fund     | 203-11225-00-00 | 30.85             |                  | 7.89            | 8.16         | 7.90         | 54.80            |
| LOGIC       | 752414814011      | Waterline Project-CO Srs 2014A  | 203-11275-00-00 | 899,452.13        |                  | 924.01          | 957.66       | 976.92       | 902,310.72       |
| LOGIC       | 752414814013      | Waterline Project-CO Srs 2014B  | 203-11276-00-00 | 394,116.96        |                  | 347.86          | 360.53       | 367.78       | 395,193.13       |
| Wells Fargo | 6530266649        | Water Impact Fees South Fund    | 204-11225-00-00 | 30.85             |                  | 7.89            | 8.16         | 7.90         | 54.80            |
| LOGIC       | 2414814014 & 4015 | Water Impact Fees South         | 204-11275-00-00 | 57.37             |                  | 130.19          | 134.93       | 137.64       | 460.13           |
| Wells Fargo | 65302966649       | Capital Projects Fund           | 301-11225-00-00 | 25,192.42         |                  | 4.66            | 4.82         | 4.67         | 25,206.57        |
| LOGIC       | 2414814014 & 4015 | Capital Projects Fund           | 301-11275-00-00 | 6,768,276.71      |                  | 6,103.99        | 6,326.33     | 6,453.57     | 6,787,160.60     |
| LOGIC       | 752414814012      | Highlands PID #2 Developer Reim | 402-11275-00-00 | 26,589.97         |                  | 23.47           | 24.33        | 24.81        | 26,662.58        |
| Wells Fargo | 65302966649       | Equipment Fund                  | 505-11225-00-00 | 161,280.22        |                  | 29.83           | 30.83        | 29.85        | 161,370.73       |
| LOGIC       | 2414814014 & 4015 | Equipment Fund                  | 505-11275-00-00 | 663.69            |                  | 130.72          | 135.47       | 138.20       | 1,068.08         |
| Wells Fargo | 6530266649        | Building Services               | 506-11225-00-00 | 30.85             |                  | 7.89            | 8.16         | 7.90         | 54.80            |
| LOGIC       | 2414814014 & 4015 | Building Services Fund          | 506-11275-00-00 | 57.37             |                  | 130.19          | 134.93       | 137.64       | 460.13           |
|             |                   |                                 |                 | \$ 13,248,638.14  | \$ -             | \$ 10,204.76    | \$ 10,575.25 | \$ 10,766.77 | \$ 13,280,184.92 |

Total Quarter Interest Earned \$ 31,546.78

AVERAGE YIELDS

LOGIC

Wells Fargo

1.0944%

0.2300%

WEIGHTED AVERAGE MATURITY

28 days

TREASURY YIELDS

30 Day T-Bill

90 Day T-Bill

1 Year T-Bill

0.7730%

0.9081%

1.1257%

Drew Corn, Town Administrator

# Memo

To: Honorable Mayor and Town Council  
From: Karen Bolyard, Finance Director  
CC: Shirley Rogers, Town Secretary  
Drew Corn, Town Administrator  
Date: July 20, 2017  
Re: Quarterly Budget Review – Third Quarter 2017

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General Fund revenues ended the second quarter 11.2% higher than anticipated. The increase is mainly attributable to development activity for plan reviews for Harvest Meadows phase 3 and Stardust Ranch phase 2. Residential building permits increased by 20% or \$32,220 when compared to the second quarter of 2017. A one-time transfer of \$36,000 was transferred to the Canyon Falls TIRZ fund for their fiscal year ad valorem tax collections.

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 10.6% at the end of the third quarter. The increase is due to the receipt of \$42,980 for the digital billboard rental activity from March 2016 through April 2016. This was a one-time payment generated from an audit of the ad rentals. Expenditures are in line with budget expectations.

During the third quarter the Capital Projects fund made expenditures for engineering services related to the Cleveland Gibbs road project and the Sam Lee road project.

Overall Water/Sewer fund revenues are lighter than anticipated as we have experienced a great deal of rain during the second and third quarter of the fiscal year. Expenditures are slightly lower than anticipated but are expected to meet expectations by year end.

The Equipment funds revenues are higher than expected due to the receipt of insurance proceeds for storm hail damage. The vehicles that were damaged have been repaired and are fully operational.

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



Town of Northlake  
**GENERAL FUND**  
 Quarter Ended June 30 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 |
|--------------------------------|------------------|-------------------|--------------------|------------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b> | 1,510,410        | 1,510,410         |                    | 1,510,410        |                               |                      | 1,478,315         |                    | 1,478,315          |                               |                      |
| <b>REVENUES:</b>               |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Court Fines                    | 625,000          | 600,000           | 145,605            | 460,469          | (139,531)                     | 76.7%                | 601,110           | 143,087            | 435,687            | (165,424)                     | 72.5%                |
| Sales/Beverage Tax             | 400,000          | 600,000           | 121,397            | 497,104          | (102,896)                     | 82.9%                | 679,648           | 188,995            | 410,970            | (268,678)                     | 60.5%                |
| Ad Valorem Taxes               | 725,000          | 725,000           | (30,474)           | 725,183          | 183                           | 100.0%               | 693,972           | 30,702             | 687,971            | (6,001)                       | 99.1%                |
| Permits and Registrations      | 15,950           | 45,105            | 3,663              | 24,222           | (20,883)                      | 53.7%                | 31,452            | 3,985              | 19,485             | (11,967)                      | 62.0%                |
| Franchise Fees                 | 285,000          | 285,000           | 63,106             | 130,983          | (154,017)                     | 46.0%                | 257,563           | 69,100             | 133,004            | (124,559)                     | 51.6%                |
| Building Permits               | 821,250          | 838,000           | 209,312            | 602,304          | (235,696)                     | 71.9%                | 686,682           | 157,629            | 478,837            | (207,845)                     | 69.7%                |
| Development                    | 327,500          | 501,428           | 291,963            | 486,322          | (15,106)                      | 97.0%                | 343,565           | 60,583             | 184,218            | (159,346)                     | 53.6%                |
| Transfers                      | 200,000          | 200,000           | 50,000             | 150,000          | (50,000)                      | 75.0%                | 175,000           | 43,750             | 131,250            | (43,750)                      | 75.0%                |
| Other Revenue:                 | 108,260          | 118,250           | 39,330             | 98,898           | (19,352)                      | 83.6%                | 110,340           | 32,319             | 65,348             | (44,992)                      | 59.2%                |
| <b>TOTAL REVENUE:</b>          | <b>3,507,960</b> | <b>3,912,783</b>  | <b>893,902</b>     | <b>3,175,484</b> | <b>(737,299)</b>              | <b>81.2%</b>         | <b>3,579,331</b>  | <b>730,149</b>     | <b>2,546,769</b>   | <b>(1,032,563)</b>            | <b>71.2%</b>         |
| <b>EXPENDITURES:</b>           |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits             | 2,047,239        | 2,047,239         | 508,210            | 1,417,398        | (629,842)                     | 69.2%                | 1,635,467         | 475,355            | 1,242,465          | (393,002)                     | 76.0%                |
| Supplies                       | 140,508          | 146,788           | 28,785             | 78,669           | (68,119)                      | 53.6%                | 105,596           | 24,309             | 66,215             | (39,381)                      | 62.7%                |
| Maintenance                    | 197,678          | 199,928           | 41,832             | 137,007          | (62,921)                      | 68.5%                | 187,603           | 16,848             | 109,145            | (78,458)                      | 58.2%                |
| Utilities                      | 10,320           | 15,890            | 4,259              | 13,413           | (2,477)                       | 84.4%                | 14,661            | 2,059              | 10,504             | (4,158)                       | 71.6%                |
| Services                       | 880,880          | 784,765           | 180,491            | 494,374          | (290,391)                     | 63.0%                | 843,499           | 179,253            | 574,112            | (269,387)                     | 68.1%                |
| Capital Outlay                 | -                | -                 | -                  | -                | -                             | 0.0%                 | 2,484             | (1,082)            | (1,082)            | (3,565)                       | -43.6%               |
| Transfers                      | 230,741          | 230,741           | 67,088             | 201,264          | (29,477)                      | 87.2%                | 757,927           | 115,293            | 227,049            | (530,878)                     | 30.0%                |
| Lease Purchase Debt Service    | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENDITURES:</b>     | <b>3,507,366</b> | <b>3,425,351</b>  | <b>830,666</b>     | <b>2,342,125</b> | <b>(1,083,226)</b>            | <b>68.4%</b>         | <b>3,547,237</b>  | <b>812,037</b>     | <b>2,228,408</b>   | <b>(1,318,829)</b>            | <b>62.8%</b>         |
| <b>REV OVER/(UNDER) EXP</b>    | <b>594</b>       | <b>487,432</b>    | <b>63,237</b>      | <b>833,360</b>   |                               |                      | <b>32,094</b>     | <b>(81,887)</b>    | <b>318,360</b>     |                               |                      |
| <b>ENDING FUND BALANCE</b>     | <b>1,511,004</b> | <b>1,997,842</b>  |                    | <b>2,343,770</b> |                               |                      | <b>1,510,410</b>  |                    | <b>1,796,676</b>   |                               |                      |



Town of Northlake  
**HOTEL OCCUPANCY TAX**  
 Quarter Ended June 30 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 |
|--------------------------------|------------------|-------------------|--------------------|------------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b> | 1,258,552        | 1,258,552         |                    | 1,258,552        |                               |                      | 1,029,865         |                    | 1,029,865          |                               |                      |
| <b>REVENUES:</b>               |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Taxes / Fees & Fines           | 270,000          | 270,000           | 71,158             | 173,023          | (96,977)                      | 64.1%                | 257,813           | 58,778             | 175,216            | (82,597)                      | 68.0%                |
| Permits and Registrations      | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Franchise Fees                 | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Building Permits               | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Development                    | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:                 | 16,096           | 16,096            | 733                | 1,248            | (14,848)                      | 7.8%                 | 21,535            | 243                | 651                | (20,884)                      | 3.0%                 |
| <b>TOTAL REVENUE:</b>          | <b>286,096</b>   | <b>286,096</b>    | <b>71,891</b>      | <b>174,271</b>   | <b>(111,825)</b>              | <b>60.9%</b>         | <b>279,348</b>    | <b>59,021</b>      | <b>175,867</b>     | <b>(103,481)</b>              | <b>63.0%</b>         |
| <b>EXPENDITURES:</b>           |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits             | 31,626           | 31,626            | 13,882             | 28,035           | (3,591)                       | 88.6%                | 27,911            | 8,997              | 22,054             | (5,858)                       | 79.0%                |
| Supplies                       | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Maintenance                    | -                | -                 | 65                 | 65               | 65                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Utilities                      | -                | -                 | -                  | -                | -                             | 0.0%                 | 167               | -                  | 167                | -                             | 100.0%               |
| Services                       | 57,339           | 57,339            | 14,452             | 24,360           | (32,979)                      | 42.5%                | 22,583            | 12,230             | 20,770             | (1,813)                       | 92.0%                |
| Capital Outlay                 | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Lease Purchase Debt Service    | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENDITURES:</b>     | <b>88,965</b>    | <b>88,965</b>     | <b>28,398</b>      | <b>52,460</b>    | <b>(36,505)</b>               | <b>59.0%</b>         | <b>50,661</b>     | <b>21,227</b>      | <b>42,990</b>      | <b>(7,671)</b>                | <b>84.9%</b>         |
| <b>REV OVER/(UNDER) EXP</b>    | <b>197,131</b>   | <b>197,131</b>    | <b>43,492</b>      | <b>121,811</b>   |                               |                      | <b>228,686</b>    | <b>37,794</b>      | <b>132,877</b>     |                               |                      |
| <b>ENDING FUND BALANCE</b>     | <b>1,455,683</b> | <b>1,455,683</b>  |                    | <b>1,380,362</b> |                               |                      | <b>1,258,552</b>  |                    | <b>1,162,742</b>   |                               |                      |



Town of Northlake  
**SPECIAL REVENUE FUNDS**  
 Quarter Ended June 30 2017

| Fund: <<120,121,150,151,152,153>> | 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 |
|-----------------------------------|-----------------|-------------------|--------------------|----------------|------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b>    | 250,910         | 250,910           |                    | 250,910        |                              |                      | 180,989           |                    | 180,989            |                               |                      |
| <b>REVENUES:</b>                  |                 |                   |                    |                |                              |                      |                   |                    |                    |                               |                      |
| Interest                          | 305             | 305               | 1,715              | 2,104          | 1,799                        | 689.8%               | 323               | 84                 | 232                | (91)                          | 71.8%                |
| Court Technology                  | 16,000          | 16,000            | 3,884              | 12,269         | (3,731)                      | 76.7%                | 15,785            | 3,812              | 11,509             | (4,276)                       | 72.9%                |
| Court Security                    | 12,000          | 12,000            | 2,913              | 9,202          | (2,798)                      | 76.7%                | 11,845            | 2,859              | 8,635              | (3,210)                       | 72.9%                |
| Seatbelt Fees                     | 15,000          | 15,000            | 992                | 3,080          | (11,920)                     | 20.5%                | 5,830             | 1,811              | 4,868              | (962)                         | 83.5%                |
| Online Access Fees                | 15,000          | 15,000            | 5,160              | 15,767         | 767                          | 105.1%               | 21,013            | 4,422              | 14,594             | (6,419)                       | 69.5%                |
| Seized Monies & Goods             | -               | -                 | (4,200)            | (4,200)        | (4,200)                      | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| State Training                    | -               | -                 | -                  | -              | -                            | 0.0%                 | 416               | -                  | 416                | -                             | 100.0%               |
| Child Safety                      | 1,000           | 1,000             | -                  | 2,100          | 1,100                        | 210.0%               | 1,773             | -                  | 1,773              | -                             | 100.0%               |
| Transfers                         | -               | -                 | -                  | -              | -                            | 0.0%                 | 59,416            | 59,416             | 59,416             | -                             | 100.0%               |
| Other Revenue:                    | -               | -                 | -                  | 1,852          | 1,852                        | 0.0%                 | 4,555             | 4,255              | 4,555              | -                             | 100.0%               |
| <b>TOTAL REVENUE:</b>             | <b>59,305</b>   | <b>59,305</b>     | <b>10,463</b>      | <b>42,174</b>  | <b>(17,131)</b>              | <b>71.1%</b>         | <b>120,956</b>    | <b>76,659</b>      | <b>105,998</b>     | <b>(14,958)</b>               | <b>87.6%</b>         |
| <b>EXPENDITURES:</b>              |                 |                   |                    |                |                              |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits                | 6,000           | 2,800             | -                  | 1,098          | (1,702)                      | 39.2%                | 99                | -                  | -                  | (99)                          | 0.0%                 |
| Supplies                          | 3,250           | 3,250             | -                  | 2,812          | (438)                        | 86.5%                | 7,559             | -                  | 3,385              | (4,174)                       | 44.8%                |
| Maintenance                       | 1,500           | 5,825             | -                  | 5,825          | (0)                          | 100.0%               | -                 | -                  | -                  | -                             | 0.0%                 |
| Utilities                         | 3,000           | 3,000             | 513                | 1,430          | (1,570)                      | 47.7%                | 2,159             | 684                | 1,538              | (621)                         | 71.2%                |
| Services                          | 30,700          | 33,900            | 7,857              | 26,873         | (7,027)                      | 79.3%                | 41,218            | 27,568             | 36,844             | (4,373)                       | 89.4%                |
| Capital Outlay                    | 27,240          | 27,240            | -                  | 9,657          | (17,583)                     | 35.5%                | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                         | -               | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Lease Purchase Debt Service       | -               | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENSES:</b>            | <b>71,690</b>   | <b>76,015</b>     | <b>8,369</b>       | <b>47,696</b>  | <b>(28,319)</b>              | <b>62.7%</b>         | <b>51,036</b>     | <b>28,252</b>      | <b>41,767</b>      | <b>(9,268)</b>                | <b>81.8%</b>         |
| <b>REV OVER/(UNDER) EXP</b>       | <b>(12,385)</b> | <b>(16,710)</b>   | <b>2,094</b>       | <b>(5,522)</b> |                              |                      | <b>69,921</b>     | <b>48,407</b>      | <b>64,231</b>      |                               |                      |
| <b>ENDING FUND BALANCE</b>        | <b>238,525</b>  | <b>234,200</b>    |                    | <b>245,388</b> |                              |                      | <b>250,910</b>    |                    | <b>245,220</b>     |                               |                      |



Town of Northlake  
**ECONOMIC DEVELOPMENT CORPORATION**  
 Quarter Ended June 30 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 |
|--------------------------------|------------------|-------------------|--------------------|-----------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b> | 595,579          | 595,579           | 595,579            | 595,579         |                               |                      | 592,373           |                    | 592,373            |                               |                      |
| <b>REVENUES:</b>               |                  |                   |                    |                 |                               |                      |                   |                    |                    |                               |                      |
| Taxes / Fees & Fines           | 200,000          | 300,000           | 60,634             | 248,442         | (51,558)                      | 82.8%                | 339,824           | 94,498             | 205,485            | (134,339)                     | 60.5%                |
| Permits and Registrations      | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Franchise Fees                 | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Building Permits               | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Development                    | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:                 | 16,650           | 16,650            | 22,040             | 22,505          | 5,855                         | 135.2%               | 15,908            | 14,935             | 15,595             | (312)                         | 98.0%                |
| <b>TOTAL REVENUE:</b>          | <b>216,650</b>   | <b>316,650</b>    | <b>82,674</b>      | <b>270,948</b>  | <b>(45,702)</b>               | <b>85.6%</b>         | <b>355,732</b>    | <b>109,433</b>     | <b>221,080</b>     | <b>(134,651)</b>              | <b>62.1%</b>         |
| <b>EXPENDITURES:</b>           |                  |                   |                    |                 |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits             | 32,735           | 32,735            | 7,281              | 20,161          | (12,574)                      | 61.6%                | 29,540            | 6,793              | 21,426             | (8,115)                       | 72.5%                |
| Supplies                       | 1,700            | 1,700             | 195                | 311             | (1,389)                       | 18.3%                | 2,934             | 151                | 2,668              | (266)                         | 90.9%                |
| Maintenance                    | 2,250            | 2,250             | 1,565              | 1,765           | (485)                         | 78.4%                | 2,100             | 2,100              | 2,100              | -                             | 100.0%               |
| Utilities                      | 150              | 150               | -                  | -               | (150)                         | 0.0%                 | 78                | (89)               | 78                 | -                             | 100.0%               |
| Services                       | 41,100           | 51,100            | 7,206              | 23,847          | (27,253)                      | 46.7%                | 41,183            | 10,966             | 32,646             | (8,536)                       | 79.3%                |
| Development Incentives         | 246,250          | 296,250           | 67,450             | 233,700         | (62,550)                      | 78.9%                | 250,000           | -                  | -                  | (250,000)                     | 0.0%                 |
| Capital Outlay                 | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | 26,739           | 26,739            | 6,685              | 20,054          | (6,685)                       | 75.0%                | 26,690            | 6,673              | 20,018             | (6,673)                       | 75.0%                |
| Lease Purchase Debt Service    | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENSES:</b>         | <b>350,924</b>   | <b>410,924</b>    | <b>90,382</b>      | <b>299,838</b>  | <b>(111,086)</b>              | <b>73.0%</b>         | <b>352,526</b>    | <b>26,594</b>      | <b>78,936</b>      | <b>(273,590)</b>              | <b>22.4%</b>         |
| <b>REV OVER/(UNDER) EXP</b>    | <b>(134,274)</b> | <b>(94,274)</b>   | <b>(7,708)</b>     | <b>(28,891)</b> |                               |                      | <b>3,206</b>      | <b>82,839</b>      | <b>142,144</b>     |                               |                      |
| <b>ENDING FUND BALANCE</b>     | <b>461,305</b>   | <b>501,305</b>    |                    | <b>566,688</b>  |                               |                      | <b>595,579</b>    |                    | <b>734,518</b>     |                               |                      |



Town of Northlake

## COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended June 30 2017

| Fund: 131                      | 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 |
|--------------------------------|------------------|-------------------|--------------------|-----------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b> | 575,332          | 575,332           |                    | 575,332         |                               |                      | 571,429           |                    | 571,429            |                               |                      |
| <b>REVENUES:</b>               |                  |                   |                    |                 |                               |                      |                   |                    |                    |                               |                      |
| Taxes / Fees & Fines           | 200,000          | 300,000           | 60,634             | 248,442         | (51,558)                      | 82.8%                | 339,824           | 94,498             | 205,485            | (134,339)                     | 60.5%                |
| Permits and Registrations      | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Franchise Fees                 | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Building Permits               | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Development                    | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:                 | 16,650           | 16,650            | 22,028             | 22,470          | 5,820                         | 135.0%               | 15,859            | 14,923             | 15,560             | (300)                         | 98.1%                |
| <b>TOTAL REVENUE:</b>          | <b>216,650</b>   | <b>316,650</b>    | <b>82,662</b>      | <b>270,912</b>  | <b>(45,738)</b>               | <b>85.6%</b>         | <b>355,683</b>    | <b>109,421</b>     | <b>221,045</b>     | <b>(134,638)</b>              | <b>62.1%</b>         |
| <b>EXPENDITURES:</b>           |                  |                   |                    |                 |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits             | 32,736           | 32,736            | 7,281              | 20,160          | (12,576)                      | 61.6%                | 29,390            | 6,793              | 21,325             | (8,065)                       | 72.6%                |
| Supplies                       | 1,700            | 1,700             | 195                | 311             | (1,389)                       | 18.3%                | 2,934             | 151                | 2,668              | (266)                         | 90.9%                |
| Maintenance                    | 2,250            | 2,250             | 1,565              | 1,765           | (485)                         | 78.4%                | 2,100             | 2,100              | 2,100              | -                             | 100.0%               |
| Utilities                      | 150              | 150               | -                  | -               | (150)                         | 0.0%                 | 64                | (103)              | 64                 | -                             | 100.0%               |
| Services                       | 41,100           | 51,100            | 7,206              | 23,802          | (27,298)                      | 46.6%                | 40,600            | 10,421             | 32,014             | (8,586)                       | 78.9%                |
| Development Incentives         | 246,250          | 296,250           | 67,450             | 233,700         | (62,550)                      | 78.9%                | 250,000           | -                  | -                  | (250,000)                     | 0.0%                 |
| Capital Outlay                 | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | 26,739           | 26,739            | 6,685              | 20,054          | (6,685)                       | 75.0%                | 26,691            | 6,673              | 20,018             | (6,673)                       | 75.0%                |
| Lease Purchase Debt Service    | -                | -                 | -                  | -               | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENSES:</b>         | <b>350,925</b>   | <b>410,925</b>    | <b>90,382</b>      | <b>299,793</b>  | <b>(111,132)</b>              | <b>73.0%</b>         | <b>351,780</b>    | <b>26,035</b>      | <b>78,190</b>      | <b>(273,590)</b>              | <b>22.2%</b>         |
| <b>REV OVER/(UNDER) EXP</b>    | <b>(134,275)</b> | <b>(94,275)</b>   | <b>(7,720)</b>     | <b>(28,881)</b> |                               |                      | <b>3,903</b>      | <b>83,386</b>      | <b>142,855</b>     |                               |                      |
| <b>ENDING FUND BALANCE</b>     | <b>441,057</b>   | <b>481,057</b>    |                    | <b>546,451</b>  |                               |                      | <b>575,332</b>    |                    | <b>714,284</b>     |                               |                      |



Town of Northlake  
**CAPITAL PROJECTS**  
 Quarter Ended June 30 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:                   |     |                 |                   |                    |              |                               |                      |                   |                    |                    |                               |                      |
| Transfer from General Fund  |     | -               | -                 | -                  | -            | -                             | 0.0%                 | 50,000            | -                  | -                  | (50,000)                      | 0.0%                 |
| Transfer from Utility Fund  |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Bond Proceeds               |     | -               | 6,700,000         | -                  | 6,738,006    | 38,006                        | 100.6%               | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:              |     | -               | 1,300,000         | 18,898             | 1,219,196    | (80,804)                      | 93.8%                | 57                | 14                 | 42                 | (15)                          | 73.6%                |
| TOTAL REVENUE:              |     | -               | 8,000,000         | 18,898             | 7,957,202    | (42,798)                      | 99.5%                | 50,057            | 14                 | 42                 | (50,015)                      | 0.1%                 |
| EXPENDITURES:               |     |                 |                   |                    |              |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits          |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Supplies                    |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Maintenance                 |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Utilities                   |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Services                    |     | -               | 500,000           | 51,178             | 188,233      | (311,767)                     | 37.6%                | -                 | -                  | -                  | -                             | 0.0%                 |
| Capital Outlay              |     | 6,700,000       | 2,300,000         | -                  | 1,300,000    | (1,000,000)                   | 56.5%                | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                   |     | -               | -                 | -                  | -            | -                             | 0.0%                 | 25,000            | -                  | 25,000             | -                             | 100.0%               |
| Lease Purchase Debt Service |     | -               | -                 | -                  | -            | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| TOTAL EXPENSES:             |     | 6,700,000       | 2,800,000         | 51,178             | 1,488,233    | (1,311,767)                   | 53.2%                | 25,000            | -                  | 25,000             | -                             | 100.0%               |
| REV OVER/(UNDER) EXP        |     | (6,700,000)     | 5,200,000         | (32,280)           | 6,468,969    |                               |                      | 25,057            | 14                 | (24,958)           |                               |                      |
| ENDING FUND BALANCE         |     | (6,688,929)     | 5,211,071         |                    | 6,480,040    |                               |                      | 11,071            |                    | (38,944)           |                               |                      |



Town of Northlake  
**DEBT SERVICE**  
 Quarter Ended June 30 2017

| Fund:                          | 160              |                   |                    |                |                               |                      |                   |                    |                    |                               |                      |
|--------------------------------|------------------|-------------------|--------------------|----------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
|                                | 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 |
| <b>BEGINNING FUND BALANCE:</b> | 249,740          | 249,740           |                    | 249,740        |                               |                      | 34,765            |                    | 34,765             |                               |                      |
| <b>REVENUES:</b>               |                  |                   |                    |                |                               |                      |                   |                    |                    |                               |                      |
| Taxes / Fees & Fines           | 400,000          | 400,000           | 3,426              | 407,857        | 7,857                         | 102.0%               | 260,514           | 10,430             | 259,541            | (973)                         | 99.6%                |
| Permits and Registrations      | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Franchise Fees                 | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Building Permits               | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Development                    | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -              | -                             | 0.0%                 | 200,000           | -                  | -                  | (200,000)                     | 0.0%                 |
| Bond Proceeds                  | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:                 | 50               | 50                | 419                | 564            | 514                           | 1127.2%              | 66                | 16                 | 48                 | (17)                          | 73.6%                |
| <b>TOTAL REVENUE:</b>          | <b>400,050</b>   | <b>400,050</b>    | <b>3,846</b>       | <b>408,420</b> | <b>8,370</b>                  | <b>102.1%</b>        | <b>460,580</b>    | <b>10,446</b>      | <b>259,590</b>     | <b>(200,990)</b>              | <b>56.4%</b>         |
| <b>EXPENDITURES:</b>           |                  |                   |                    |                |                               |                      |                   |                    |                    |                               |                      |
| 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                | -                             | 100.0%               |
| Capital Outlay                 | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                      | -                | -                 | -                  | -              | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Lease Purchase Debt Service    | 598,334          | 660,119           | -                  | 73,437         | (586,682)                     | 11.1%                | 245,304           | 141,247            | 213,537            | (31,767)                      | 87.0%                |
| <b>TOTAL EXPENSES:</b>         | <b>600,275</b>   | <b>662,060</b>    | <b>-</b>           | <b>73,437</b>  | <b>(588,623)</b>              | <b>11.1%</b>         | <b>245,604</b>    | <b>141,247</b>     | <b>213,837</b>     | <b>(31,767)</b>               | <b>87.1%</b>         |
| <b>REV OVER/(UNDER) EXP</b>    | <b>(200,225)</b> | <b>(262,010)</b>  | <b>3,846</b>       | <b>334,983</b> |                               |                      | <b>214,976</b>    | <b>(130,801)</b>   | <b>45,752</b>      |                               |                      |
| <b>ENDING FUND BALANCE</b>     | <b>49,515</b>    | <b>(12,270)</b>   |                    | <b>584,724</b> |                               |                      | <b>249,740</b>    |                    | <b>80,517</b>      |                               |                      |



Town of Northlake  
**WATER & SEWER FUND**  
 Quarter Ended June 30 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 |
|----------------------------------|------------------|-------------------|--------------------|------------------|-------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b>   | 2,653,339        | 2,653,339         |                    | 2,653,339        |                               |                      | 2,227,459         |                    | 2,227,459          |                               |                      |
| <b>REVENUES:</b>                 |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Water Sales                      | 1,900,000        | 1,700,000         | 422,560            | 1,005,303        | (694,697)                     | 59.1%                | 1,211,008         | 269,845            | 756,213            | (454,795)                     | 62.4%                |
| Water Fees                       | 125,250          | 200,250           | 53,900             | 163,800          | (36,450)                      | 81.8%                | 166,850           | 44,700             | 119,900            | (46,950)                      | 71.9%                |
| Sewer Sales                      | 759,900          | 950,000           | 244,262            | 646,917          | (303,083)                     | 68.1%                | 680,368           | 173,623            | 457,605            | (222,762)                     | 67.3%                |
| Sewer Fees                       | 3,000            | 15,000            | 6,650              | 13,400           | (1,600)                       | 89.3%                | 6,350             | 3,650              | 5,350              | (1,000)                       | 84.3%                |
| Sewer Impact Fees                | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Water Impact Fees                | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfers                        | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| FWSD Reimbursement               | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue:                   | 10,650           | 10,650            | 34,295             | 68,357           | 57,707                        | 641.9%               | 68,357            | 18,596             | 56,194             | (12,163)                      | 82.2%                |
| <b>TOTAL REVENUE:</b>            | <b>2,798,800</b> | <b>2,875,900</b>  | <b>761,667</b>     | <b>1,897,777</b> | <b>(978,123)</b>              | <b>66.0%</b>         | <b>2,132,933</b>  | <b>510,415</b>     | <b>1,395,262</b>   | <b>(737,671)</b>              | <b>65.4%</b>         |
| <b>EXPENSES:</b>                 |                  |                   |                    |                  |                               |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits               | 380,494          | 380,494           | 88,787             | 228,985          | (151,509)                     | 60.2%                | 244,699           | 71,444             | 169,546            | (75,153)                      | 69.3%                |
| Supplies                         | 42,070           | 42,070            | 7,922              | 26,101           | (15,969)                      | 62.0%                | 26,783            | 4,538              | 19,905             | (6,879)                       | 74.3%                |
| Maintenance                      | 92,800           | 95,400            | 23,507             | 73,105           | (22,295)                      | 76.6%                | 104,721           | (33,852)           | 62,413             | (42,308)                      | 59.6%                |
| Wholesale Water                  | 1,000,000        | 850,000           | 203,734            | 489,324          | (360,676)                     | 57.6%                | 722,044           | 149,308            | 367,974            | (354,070)                     | 51.0%                |
| Sewer Treatment                  | 500,000          | 783,000           | 124,916            | 586,237          | (196,763)                     | 74.9%                | 228,325           | (116,836)          | 116,208            | (112,117)                     | 50.9%                |
| Utilities                        | 45,220           | 45,220            | 8,652              | 25,145           | (20,075)                      | 55.6%                | 36,092            | 9,871              | 22,945             | (13,146)                      | 63.6%                |
| Services                         | 59,150           | 59,150            | 20,990             | 82,311           | 23,161                        | 139.2%               | 191,908           | 34,586             | 91,042             | (100,866)                     | 47.4%                |
| Capital Outlay                   | 189,900          | 189,900           | 68,647             | 154,467          | (35,433)                      | 81.3%                | -                 | 33,489             | 115,028            | 115,028                       | 0.0%                 |
| Transfers                        | 297,262          | 297,262           | 74,316             | 222,947          | (74,316)                      | 75.0%                | 171,629           | 42,907             | 128,722            | (42,907)                      | 75.0%                |
| Lease Purchase Debt Service      | -                | -                 | -                  | -                | -                             | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENSES:</b>           | <b>2,606,896</b> | <b>2,742,496</b>  | <b>621,470</b>     | <b>1,888,621</b> | <b>(853,875)</b>              | <b>68.9%</b>         | <b>1,726,201</b>  | <b>195,454</b>     | <b>1,093,782</b>   | <b>(632,419)</b>              | <b>63.4%</b>         |
| <b>REV OVER/(UNDER) EXP</b>      | <b>191,904</b>   | <b>133,404</b>    | <b>140,196</b>     | <b>9,156</b>     |                               |                      | <b>406,732</b>    | <b>314,960</b>     | <b>301,480</b>     |                               |                      |
| <b>ENDING FUND BALANCE</b>       | <b>2,845,243</b> | <b>2,786,743</b>  |                    | <b>2,662,495</b> |                               |                      | <b>2,634,191</b>  |                    | <b>2,528,939</b>   |                               |                      |
| Less: Net Capital Assets         | (2,477,506)      | (2,477,506)       |                    | (2,477,506)      |                               |                      | (2,477,506)       |                    | (2,369,136)        |                               |                      |
| Less: Customer Deposits          | (267,649)        | (267,649)         |                    | (267,535)        |                               |                      | (211,510)         |                    | (177,975)          |                               |                      |
| Less: Upper Trinity Deposit      | -                | -                 |                    | -                |                               |                      | -                 |                    | -                  |                               |                      |
| Changes to Fund Balance          | -                | -                 |                    | -                |                               |                      | -                 |                    | -                  |                               |                      |
| <b>UNRESTRICTED FUND BALANCE</b> | <b>100,088</b>   | <b>41,588</b>     |                    | <b>(82,546)</b>  |                               |                      | <b>(54,825)</b>   |                    | <b>(18,173)</b>    |                               |                      |



Town of Northlake  
**EQUIPMENT FUND**  
 Quarter Ended June 30, 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 |
|-------------------------------------|------------------|-------------------|--------------------|----------------|------------------------------|----------------------|-------------------|--------------------|--------------------|-------------------------------|----------------------|
| <b>BEGINNING FUND BALANCE:</b>      | 370,929          | 370,929           |                    | 370,929        |                              |                      | 335,090           |                    | 335,090            |                               |                      |
| <b>REVENUES:</b>                    |                  |                   |                    |                |                              |                      |                   |                    |                    |                               |                      |
| Equipment Service Revenue-PD        | 110,000          | 110,000           | 27,500             | 82,500         | (27,500)                     | 75.0%                | 69,750            | 17,438             | 52,313             | (17,438)                      | 75.0%                |
| Equipment Service Revenue-PW        | 25,000           | 25,000            | 6,250              | 18,750         | (6,250)                      | 75.0%                | 25,000            | 6,250              | 18,750             | (6,250)                       | 75.0%                |
| Equipment Service Revenue-Utilities | 75,000           | 125,000           | 31,250             | 93,750         | (31,250)                     | 75.0%                | 25,000            | 6,250              | 18,750             | (6,250)                       | 75.0%                |
| Transfer from Donation Fund         | -                | -                 | -                  | -              | -                            | 0.0%                 | 12,500            | -                  | 12,500             | -                             | 100.0%               |
| Transfers from GF                   | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Transfer from UF                    | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Bond Proceeds                       | -                | 301,360           | -                  | 301,360        | (1)                          | 100.0%               | -                 | -                  | -                  | -                             | 0.0%                 |
| Other Revenue                       | 500              | 500               | 42,379             | 43,219         | 42,719                       | 8643.8%              | 363               | 90                 | 267                | (96)                          | 73.6%                |
| <b>TOTAL REVENUE:</b>               | <b>210,500</b>   | <b>561,860</b>    | <b>107,379</b>     | <b>539,578</b> | <b>(22,282)</b>              | <b>96.0%</b>         | <b>132,613</b>    | <b>30,028</b>      | <b>102,580</b>     | <b>(30,033)</b>               | <b>77.4%</b>         |
| <b>EXPENSES:</b>                    |                  |                   |                    |                |                              |                      |                   |                    |                    |                               |                      |
| Payroll & Benefits                  | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Supplies                            | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Maintenance                         | 7,000            | 7,000             | 16,843             | 16,843         | 9,843                        | 240.6%               | 3,388             | -                  | 3,388              | -                             | 100.0%               |
| Utilities                           | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Services                            | -                | -                 | -                  | -              | -                            | 0.0%                 | 93,386            | -                  | -                  | (93,386)                      | 0.0%                 |
| Capital Outlay                      | 496,707          | 525,207           | 109,842            | 508,941        | (16,266)                     | 96.9%                | -                 | 60,076             | 187,836            | 187,836                       | 0.0%                 |
| Transfers                           | -                | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| Lease Purchase Debt Service         | 61,785           | -                 | -                  | -              | -                            | 0.0%                 | -                 | -                  | -                  | -                             | 0.0%                 |
| <b>TOTAL EXPENSES:</b>              | <b>565,492</b>   | <b>532,207</b>    | <b>126,685</b>     | <b>525,784</b> | <b>(6,423)</b>               | <b>98.8%</b>         | <b>96,774</b>     | <b>60,076</b>      | <b>191,224</b>     | <b>94,450</b>                 | <b>197.6%</b>        |
| <b>REV OVER/(UNDER) EXP</b>         | <b>(354,992)</b> | <b>29,653</b>     | <b>(19,306)</b>    | <b>13,794</b>  |                              |                      | <b>35,839</b>     | <b>(30,048)</b>    | <b>(88,644)</b>    |                               |                      |
| <b>ENDING FUND BALANCE</b>          | <b>15,937</b>    | <b>400,582</b>    |                    | <b>384,723</b> |                              |                      | <b>370,929</b>    |                    | <b>246,445</b>     |                               |                      |
| Less: Net Capital Assets            | (322,581)        | (322,581)         |                    | (322,581)      |                              |                      | (322,581)         |                    | (219,561)          |                               |                      |
| Changes to Fund Balance             | -                | -                 |                    | -              |                              |                      | -                 |                    | -                  |                               |                      |
| <b>UNRESTRICTED FUND BALANCE</b>    | <b>(306,644)</b> | <b>78,001</b>     |                    | <b>62,143</b>  |                              |                      | <b>48,348</b>     |                    | <b>26,885</b>      |                               |                      |



Town of Northlake  
**BUILDING SERVICES FUND**  
 Quarter Ended June 30, 2017

| Fund: 506                        | Original<br>Budget | Forecasted<br>Budget | Quarterly<br>Activity | YTD<br>Activity | Over(under)<br>Forecasted<br>Budget | % of<br>Budget<br>Realized | Prior<br>Year<br>Actual | Prior<br>Year<br>Quarter | Prior<br>YTD<br>Activity | Over(Under)<br>Prior Year<br>Actual | % of<br>Actual<br>Realized |
|----------------------------------|--------------------|----------------------|-----------------------|-----------------|-------------------------------------|----------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <b>BEGINNING FUND BALANCE:</b>   | 25,000             | 25,000               |                       | 25,000          |                                     |                            | -                       |                          | -                        |                                     |                            |
| <b>REVENUES:</b>                 |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Mayor & Council                  | 825                | 825                  | 206                   | 619             | (206)                               | 75.0%                      | -                       | -                        | -                        | -                                   | 0.0%                       |
| Administration-GF                | 16,000             | 16,000               | 4,000                 | 12,000          | (4,000)                             | 75.0%                      | 264,546                 | 3,637                    | 35,910                   | (228,637)                           | 13.6%                      |
| Town Secretary                   | 6,958              | 6,958                | 1,740                 | 5,219           | (1,740)                             | 75.0%                      | 6,325                   | 1,581                    | 4,744                    | (1,581)                             | 75.0%                      |
| Municipal Courts                 | 20,870             | 20,870               | 5,218                 | 15,653          | (5,218)                             | 75.0%                      | 18,973                  | 4,743                    | 14,230                   | (4,743)                             | 75.0%                      |
| Development                      | 8,696              | 8,696                | 2,174                 | 6,522           | (2,174)                             | 75.0%                      | 7,905                   | 1,976                    | 5,929                    | (1,976)                             | 75.0%                      |
| Police                           | 62,611             | 62,611               | 15,653                | 46,958          | (15,653)                            | 75.0%                      | 56,919                  | 14,230                   | 42,689                   | (14,230)                            | 75.0%                      |
| Public Works                     | 17,392             | 17,392               | 4,348                 | 13,044          | (4,348)                             | 75.0%                      | 15,811                  | 3,953                    | 11,858                   | (3,953)                             | 75.0%                      |
| Administration-HOT               | 1,739              | 1,739                | 435                   | 1,304           | (435)                               | 75.0%                      | 1,581                   | 395                      | 1,186                    | (395)                               | 75.0%                      |
| Administration-EDC               | 1,739              | 1,739                | 435                   | 1,304           | (435)                               | 75.0%                      | 1,581                   | 395                      | 1,186                    | (395)                               | 75.0%                      |
| Administration-CDC               | 1,739              | 1,739                | 435                   | 1,304           | (435)                               | 75.0%                      | 1,581                   | 395                      | 1,186                    | (395)                               | 75.0%                      |
| Administration-WS Fund           | 4,870              | 4,870                | 1,218                 | 3,653           | (1,218)                             | 75.0%                      | 4,427                   | 1,107                    | 3,320                    | (1,107)                             | 75.0%                      |
| Utility Department               | 17,392             | 17,392               | 4,348                 | 13,044          | (4,348)                             | 75.0%                      | 15,811                  | 3,953                    | 11,858                   | (3,953)                             | 75.0%                      |
| Maintenance Reserve              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 10,001                  | 2,500                    | 7,501                    | (2,500)                             | 75.0%                      |
| Insurance Proceeds               | -                  | -                    | 43,812                | 43,812          | 43,812                              | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Interest Revenue                 | -                  | -                    | 427                   | 515             | 515                                 | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL REVENUE:</b>            | <b>160,831</b>     | <b>160,831</b>       | <b>84,447</b>         | <b>164,951</b>  | <b>4,120</b>                        | <b>102.6%</b>              | <b>405,461</b>          | <b>38,865</b>            | <b>141,596</b>           | <b>(263,865)</b>                    | <b>34.9%</b>               |
| <b>EXPENSES:</b>                 |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits               | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Supplies                         | 24,760             | 24,760               | 5,960                 | 18,508          | (6,252)                             | 74.8%                      | 25,191                  | 6,210                    | 19,524                   | (5,666)                             | 77.5%                      |
| Maintenance                      | 8,000              | 8,000                | 1,327                 | 4,148           | (3,852)                             | 51.9%                      | 6,446                   | 2,943                    | 3,766                    | (2,680)                             | 58.4%                      |
| Utilities                        | 30,500             | 30,500               | 5,953                 | 18,176          | (12,324)                            | 59.6%                      | 24,730                  | 11,595                   | 17,984                   | (6,746)                             | 72.7%                      |
| Services                         | 82,200             | 74,200               | 18,541                | 60,940          | (13,260)                            | 82.1%                      | 84,255                  | 29,826                   | 71,161                   | (13,094)                            | 84.5%                      |
| Capital Outlay                   | -                  | 8,000                | -                     | -               | (8,000)                             | 0.0%                       | -                       | 14,989                   | 27,612                   | 27,612                              | 0.0%                       |
| Transfers                        | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Lease Purchase Debt Service      | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>           | <b>145,460</b>     | <b>145,460</b>       | <b>31,781</b>         | <b>101,773</b>  | <b>(43,687)</b>                     | <b>70.0%</b>               | <b>140,622</b>          | <b>65,565</b>            | <b>140,048</b>           | <b>(574)</b>                        | <b>99.6%</b>               |
| <b>REV OVER/(UNDER) EXP</b>      | <b>15,371</b>      | <b>15,371</b>        | <b>52,666</b>         | <b>63,178</b>   |                                     |                            | <b>264,839</b>          | <b>(26,699)</b>          | <b>1,548</b>             |                                     |                            |
| <b>ENDING FUND BALANCE</b>       | <b>40,371</b>      | <b>40,371</b>        |                       | <b>88,178</b>   |                                     |                            | <b>264,839</b>          |                          | <b>1,548</b>             |                                     |                            |
| Less: Net Capital Assets         | (27,190)           | (27,190)             |                       | (27,190)        |                                     |                            | (27,190)                |                          | -                        |                                     |                            |
| Changes to Fund Balance          | -                  | -                    |                       | -               |                                     |                            | -                       |                          | -                        |                                     |                            |
| <b>UNRESTRICTED FUND BALANCE</b> | <b>13,181</b>      | <b>13,181</b>        |                       | <b>60,988</b>   |                                     |                            | <b>237,649</b>          |                          | <b>1,548</b>             |                                     |                            |



Town of Northlake  
**DEPARTMENT REPORT**  
 Quarter Ended June 30 2017

|                             | Original<br>Budget | Forecasted<br>Budget | Quarterly<br>Activity | YTD<br>Activity | Over(under)<br>Forecasted<br>Budget | % of<br>Budget<br>Realized | Prior<br>Year<br>Actual | Prior<br>Year<br>Quarter | Prior<br>YTD<br>Activity | Over(Under)<br>Prior Year<br>Actual | % of<br>Actual<br>Realized |
|-----------------------------|--------------------|----------------------|-----------------------|-----------------|-------------------------------------|----------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <b>COUNCIL</b>              |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 2,600              | 2,600                | 1,237                 | 1,997           | (603)                               | 76.8%                      | 2,103                   | 1,035                    | 2,045                    | (58)                                | 97.3%                      |
| Supplies                    | 1,100              | 1,100                | 204                   | 411             | (689)                               | 37.3%                      | 817                     | 50                       | 614                      | (203)                               | 75.1%                      |
| Maintenance                 | -                  | -                    | 65                    | 65              | 65                                  | 0.0%                       | 205                     | -                        | -                        | (205)                               | 0.0%                       |
| Utilities                   | 750                | 750                  | 198                   | 481             | (269)                               | 64.1%                      | 822                     | 403                      | 626                      | (196)                               | 76.1%                      |
| Services                    | 15,000             | 15,250               | 1,243                 | 6,184           | (9,066)                             | 40.5%                      | 9,933                   | 608                      | 7,427                    | (2,506)                             | 74.8%                      |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                   | 825                | 825                  | -                     | -               | (825)                               | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>20,275</b>      | <b>20,525</b>        | <b>2,947</b>          | <b>9,137</b>    | <b>(11,388)</b>                     | <b>44.5%</b>               | <b>13,879</b>           | <b>2,096</b>             | <b>10,711</b>            | <b>(3,168)</b>                      | <b>77.2%</b>               |
| <b>ADMINISTRATION</b>       |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 323,891            | 323,891              | 85,799                | 242,586         | (81,305)                            | 74.9%                      | 290,158                 | 83,476                   | 221,581                  | (68,577)                            | 76.4%                      |
| Supplies                    | 14,825             | 15,325               | 2,882                 | 12,633          | (2,692)                             | 82.4%                      | 10,033                  | 922                      | 8,793                    | (1,241)                             | 87.6%                      |
| Maintenance                 | 650                | 500                  | 65                    | 146             | (354)                               | 29.3%                      | 306                     | 280                      | 306                      | -                                   | 100.0%                     |
| Utilities                   | 1,200              | 2,100                | 476                   | 1,153           | (947)                               | 54.9%                      | 2,147                   | 90                       | 1,675                    | (472)                               | 78.0%                      |
| Services                    | 228,325            | 264,325              | 50,036                | 141,117         | (123,208)                           | 53.4%                      | 278,553                 | 44,618                   | 176,262                  | (102,291)                           | 63.3%                      |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                   | 16,000             | 16,000               | 4,000                 | 12,000          | (4,000)                             | 75.0%                      | 15,546                  | 3,887                    | 11,660                   | (3,887)                             | 75.0%                      |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>584,891</b>     | <b>622,141</b>       | <b>143,258</b>        | <b>409,635</b>  | <b>(212,506)</b>                    | <b>65.8%</b>               | <b>596,743</b>          | <b>133,273</b>           | <b>420,276</b>           | <b>(176,467)</b>                    | <b>70.4%</b>               |
| <b>TOWN SECRETARY</b>       |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 92,971             | 92,971               | 25,292                | 71,050          | (21,921)                            | 76.4%                      | 86,698                  | 24,287                   | 66,412                   | (20,286)                            | 76.6%                      |
| Supplies                    | 3,510              | 3,510                | 967                   | 1,873           | (1,637)                             | 53.4%                      | 2,323                   | 543                      | 1,746                    | (577)                               | 75.2%                      |
| Maintenance                 | 500                | 500                  | 65                    | 146             | (354)                               | 29.3%                      | 51                      | 26                       | 51                       | -                                   | 100.0%                     |
| Utilities                   | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 485                     | -                        | 485                      | -                                   | 100.0%                     |
| Services                    | 14,650             | 14,650               | 6,913                 | 14,373          | (277)                               | 98.1%                      | 16,540                  | 3,672                    | 6,977                    | (9,563)                             | 42.2%                      |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                   | 6,958              | 6,958                | 1,740                 | 5,219           | (1,740)                             | 75.0%                      | -                       | 1,690                    | 5,069                    | 5,069                               | 0.0%                       |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>118,589</b>     | <b>118,589</b>       | <b>34,977</b>         | <b>92,661</b>   | <b>(25,928)</b>                     | <b>78.1%</b>               | <b>106,097</b>          | <b>30,218</b>            | <b>80,740</b>            | <b>(25,357)</b>                     | <b>76.1%</b>               |



Town of Northlake  
**DEPARTMENT REPORT**  
 Quarter Ended June 30 2017

|                             | Original<br>Budget | Forecasted<br>Budget | Quarterly<br>Activity | YTD<br>Activity | Over(under)<br>Forecasted<br>Budget | % of<br>Budget<br>Realized | Prior<br>Year<br>Actual | Prior<br>Year<br>Quarter | Prior<br>YTD<br>Activity | Over(Under)<br>Prior Year<br>Actual | % of<br>Actual<br>Realized |
|-----------------------------|--------------------|----------------------|-----------------------|-----------------|-------------------------------------|----------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <b>MUNICIPAL COURT</b>      |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 202,687            | 202,687              | 53,907                | 152,752         | (49,935)                            | 75.4%                      | 184,886                 | 51,670                   | 142,183                  | (42,702)                            | 76.9%                      |
| Supplies                    | 6,040              | 6,040                | 1,005                 | 2,477           | (3,563)                             | 41.0%                      | 3,286                   | 1,065                    | 2,498                    | (788)                               | 76.0%                      |
| Maintenance                 | -                  | -                    | 65                    | 228             | 228                                 | 0.0%                       | 3,266                   | 3,240                    | 3,266                    | -                                   | 100.0%                     |
| Utilities                   | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | (1,179)                  | -                        | -                                   | 0.0%                       |
| Services                    | 59,610             | 34,610               | 7,291                 | 22,946          | (11,664)                            | 66.3%                      | (1,673)                 | (16,929)                 | (6,068)                  | (4,396)                             | 362.8%                     |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                   | 20,870             | 20,870               | 5,218                 | 15,653          | (5,218)                             | 75.0%                      | 20,277                  | 5,069                    | 15,208                   | (5,069)                             | 75.0%                      |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>289,207</b>     | <b>264,207</b>       | <b>67,485</b>         | <b>194,055</b>  | <b>(70,152)</b>                     | <b>73.4%</b>               | <b>210,042</b>          | <b>42,936</b>            | <b>157,087</b>           | <b>(52,955)</b>                     | <b>74.8%</b>               |
| <b>DEVELOPMENT SERVICES</b> |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 75,216             | 75,216               | 20,053                | 56,776          | (18,440)                            | 75.5%                      | 68,981                  | 19,376                   | 52,829                   | (16,152)                            | 76.6%                      |
| Supplies                    | 1,700              | 1,700                | 452                   | 1,238           | (462)                               | 72.8%                      | 3,999                   | 456                      | 3,598                    | (401)                               | 90.0%                      |
| Maintenance                 | 800                | 800                  | 65                    | 546             | (254)                               | 68.2%                      | 1,297                   | -                        | -                        | (1,297)                             | 0.0%                       |
| Utilities                   | 150                | 150                  | 148                   | 431             | 281                                 | 287.3%                     | 630                     | (107)                    | 434                      | (196)                               | 68.8%                      |
| Services                    | 344,130            | 329,730              | 66,622                | 195,022         | (134,707)                           | 59.1%                      | 384,051                 | 118,739                  | 276,329                  | (107,721)                           | 72.0%                      |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                   | 8,696              | 8,696                | 2,174                 | 6,522           | (2,174)                             | 75.0%                      | 8,449                   | 2,112                    | 6,337                    | (2,112)                             | 75.0%                      |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>430,692</b>     | <b>416,292</b>       | <b>89,514</b>         | <b>260,535</b>  | <b>(155,756)</b>                    | <b>62.6%</b>               | <b>467,406</b>          | <b>140,576</b>           | <b>339,527</b>           | <b>(127,879)</b>                    | <b>72.6%</b>               |
| <b>POLICE</b>               |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>        |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits          | 1,096,531          | 1,096,531            | 252,174               | 712,288         | (384,243)                           | 65.0%                      | 824,652                 | 241,314                  | 624,410                  | (200,242)                           | 75.7%                      |
| Supplies                    | 79,628             | 84,408               | 15,675                | 42,491          | (41,917)                            | 50.3%                      | 60,634                  | 17,910                   | 40,214                   | (20,420)                            | 66.3%                      |
| Maintenance                 | 29,978             | 31,378               | 8,151                 | 17,935          | (13,443)                            | 57.2%                      | 31,660                  | 5,401                    | 19,191                   | (12,469)                            | 60.6%                      |
| Utilities                   | 4,500              | 6,090                | 1,337                 | 4,251           | (1,839)                             | 69.8%                      | 6,344                   | 1,709                    | 5,017                    | (1,327)                             | 79.1%                      |
| Services                    | 61,200             | 61,200               | 20,766                | 50,045          | (11,155)                            | 81.8%                      | 41,993                  | 2,745                    | 19,779                   | (22,213)                            | 47.1%                      |
| Capital Outlay              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 2,484                   | -                        | -                        | (2,484)                             | 0.0%                       |
| Transfers                   | 135,000            | 135,000              | 43,153                | 129,458         | (5,542)                             | 95.9%                      | 130,582                 | 32,646                   | 97,937                   | (32,646)                            | 75.0%                      |
| Lease Purchase Debt Service | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>      | <b>1,406,837</b>   | <b>1,414,607</b>     | <b>341,256</b>        | <b>956,468</b>  | <b>(458,139)</b>                    | <b>67.6%</b>               | <b>1,098,349</b>        | <b>301,724</b>           | <b>806,549</b>           | <b>(291,800)</b>                    | <b>73.4%</b>               |



Town of Northlake  
**DEPARTMENT REPORT**  
 Quarter Ended June 30 2017

|                                        | Original<br>Budget | Forecasted<br>Budget | Quarterly<br>Activity | YTD<br>Activity | Over(under)<br>Forecasted<br>Budget | % of<br>Budget<br>Realized | Prior<br>Year<br>Actual | Prior<br>Year<br>Quarter | Prior<br>YTD<br>Activity | Over(Under)<br>Prior Year<br>Actual | % of<br>Actual<br>Realized |
|----------------------------------------|--------------------|----------------------|-----------------------|-----------------|-------------------------------------|----------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <b>PUBLIC WORKS - GENERAL FUND</b>     |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>                   |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits                     | 238,343            | 238,343              | 68,660                | 178,861         | (59,482)                            | 75.0%                      | 176,630                 | 52,836                   | 131,644                  | (44,986)                            | 74.5%                      |
| Supplies                               | 33,705             | 34,705               | 7,600                 | 17,547          | (17,158)                            | 50.6%                      | 24,490                  | 3,351                    | 8,739                    | (15,751)                            | 35.7%                      |
| Maintenance                            | 165,750            | 166,750              | 27,773                | 112,358         | (54,392)                            | 67.4%                      | 150,818                 | 7,901                    | 86,331                   | (64,487)                            | 57.2%                      |
| Utilities                              | 3,720              | 6,800                | 2,101                 | 7,097           | 297                                 | 104.4%                     | 4,234                   | 1,143                    | 2,268                    | (1,966)                             | 53.6%                      |
| Services                               | 28,000             | 28,000               | 13,251                | 22,032          | (5,968)                             | 78.7%                      | 43,872                  | 14,053                   | 30,806                   | (13,066)                            | 70.2%                      |
| Capital Outlay                         | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | (1,082)                  | (1,082)                  | (1,082)                             | 0.0%                       |
| Transfers                              | 42,392             | 42,392               | 10,598                | 31,794          | (10,598)                            | 75.0%                      | 41,898                  | 10,475                   | 31,424                   | (10,475)                            | 75.0%                      |
| Lease Purchase Debt Service            | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>                 | <b>511,910</b>     | <b>516,990</b>       | <b>129,983</b>        | <b>369,689</b>  | <b>(147,301)</b>                    | <b>71.5%</b>               | <b>441,942</b>          | <b>88,676</b>            | <b>290,130</b>           | <b>(151,812)</b>                    | <b>65.6%</b>               |
| <b>GENERAL FUND - NON DEPARTMENTAL</b> |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENDITURES:</b>                   |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits                     | 15,000             | 15,000               | 1,088                 | 1,088           | (13,912)                            | 7.3%                       | 1,360                   | 1,360                    | 1,360                    | -                                   | 100.0%                     |
| Supplies                               | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 13                      | 13                       | 13                       | -                                   | 100.0%                     |
| Maintenance                            | -                  | -                    | 5,583                 | 5,583           | 5,583                               | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Utilities                              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Services                               | 129,965            | 37,000               | 14,574                | 43,274          | 6,274                               | 117.0%                     | 76,990                  | 11,748                   | 62,600                   | (14,390)                            | 81.3%                      |
| Capital Outlay                         | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 534,416                 | 59,416                   | 59,416                   | (475,000)                           | 11.1%                      |
| Lease Purchase Debt Service            | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>                 | <b>144,965</b>     | <b>52,000</b>        | <b>21,245</b>         | <b>49,945</b>   | <b>(2,055)</b>                      | <b>96.0%</b>               | <b>612,778</b>          | <b>72,537</b>            | <b>123,389</b>           | <b>(489,390)</b>                    | <b>20.1%</b>               |
| <b>ADMINISTRATION - UTILITY FUND</b>   |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENSES:</b>                       |                    |                      |                       |                 |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits                     | 99,357             | 99,357               | 26,480                | 74,220          | (25,137)                            | 74.7%                      | 76,329                  | 23,322                   | 48,439                   | (27,890)                            | 63.5%                      |
| Supplies                               | 6,200              | 6,200                | 548                   | 5,517           | (683)                               | 89.0%                      | 6,148                   | 525                      | 5,263                    | (885)                               | 85.6%                      |
| Maintenance                            | 100                | 100                  | -                     | 81              | (19)                                | 81.3%                      | 51                      | 26                       | 51                       | -                                   | 100.0%                     |
| Utilities                              | -                  | -                    | -                     | -               | -                                   | 0.0%                       | 43                      | (410)                    | 43                       | -                                   | 100.0%                     |
| Services                               | 25,350             | 25,350               | 6,703                 | 26,763          | 1,413                               | 105.6%                     | 101,964                 | 6,206                    | 23,179                   | (78,786)                            | 22.7%                      |
| Capital Outlay                         | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | 6,000                    | 6,000                               | 0.0%                       |
| Transfers                              | 154,870            | 154,870              | 38,718                | 116,153         | (38,718)                            | 75.0%                      | 129,731                 | 32,433                   | 97,298                   | (32,433)                            | 75.0%                      |
| Lease Purchase Debt Service            | -                  | -                    | -                     | -               | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>                 | <b>285,877</b>     | <b>285,877</b>       | <b>72,449</b>         | <b>222,734</b>  | <b>(63,143)</b>                     | <b>77.9%</b>               | <b>314,267</b>          | <b>62,102</b>            | <b>180,272</b>           | <b>(133,994)</b>                    | <b>57.4%</b>               |



Town of Northlake  
**DEPARTMENT REPORT**  
 Quarter Ended June 30 2017

|                                        | Original<br>Budget | Forecasted<br>Budget | Quarterly<br>Activity | YTD<br>Activity  | Over(under)<br>Forecasted<br>Budget | % of<br>Budget<br>Realized | Prior<br>Year<br>Actual | Prior<br>Year<br>Quarter | Prior<br>YTD<br>Activity | Over(Under)<br>Prior Year<br>Actual | % of<br>Actual<br>Realized |
|----------------------------------------|--------------------|----------------------|-----------------------|------------------|-------------------------------------|----------------------------|-------------------------|--------------------------|--------------------------|-------------------------------------|----------------------------|
| <b>PUBLIC WORKS - UTILITY FUND</b>     |                    |                      |                       |                  |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENSES:</b>                       |                    |                      |                       |                  |                                     |                            |                         |                          |                          |                                     |                            |
| Payroll & Benefits                     | 281,137            | 281,137              | 62,307                | 154,765          | (126,372)                           | 55.0%                      | 168,345                 | 48,121                   | 121,107                  | (47,238)                            | 71.9%                      |
| Supplies                               | 35,870             | 35,870               | 7,374                 | 20,583           | (15,287)                            | 57.4%                      | 20,635                  | 4,013                    | 14,642                   | (5,993)                             | 71.0%                      |
| Maintenance                            | 92,700             | 95,300               | 23,507                | 73,024           | (22,276)                            | 76.6%                      | 104,670                 | (33,878)                 | 62,362                   | (42,308)                            | 59.6%                      |
| Utilities                              | 1,545,220          | 1,678,220            | 337,302               | 1,100,706        | (577,514)                           | 65.6%                      | 986,418                 | 42,753                   | 507,085                  | (479,334)                           | 51.4%                      |
| Services                               | 21,800             | 21,800               | 6,676                 | 35,391           | 13,591                              | 162.3%                     | 72,170                  | 22,713                   | 52,740                   | (19,430)                            | 73.1%                      |
| Capital Outlay                         | 189,900            | 189,900              | 68,647                | 154,467          | (35,433)                            | 81.3%                      | -                       | 33,489                   | 109,028                  | 109,028                             | 0.0%                       |
| Transfers                              | 142,392            | 142,392              | 35,598                | 106,794          | (35,598)                            | 75.0%                      | 41,898                  | 10,475                   | 31,424                   | (10,475)                            | 75.0%                      |
| Lease Purchase Debt Service            | -                  | -                    | -                     | -                | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>                 | <b>2,309,019</b>   | <b>2,444,619</b>     | <b>541,411</b>        | <b>1,645,729</b> | <b>(798,890)</b>                    | <b>67.3%</b>               | <b>1,394,136</b>        | <b>127,686</b>           | <b>898,387</b>           | <b>(495,749)</b>                    | <b>64.4%</b>               |
| <b>PUBLIC WORKS - NON DEPARTMENTAL</b> |                    |                      |                       |                  |                                     |                            |                         |                          |                          |                                     |                            |
| <b>EXPENSES:</b>                       |                    |                      |                       |                  |                                     |                            |                         |                          |                          |                                     |                            |
| 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               | 7,611                 | 20,157           | 8,157                               | 168.0%                     | 17,774                  | 5,666                    | 36                       | (17,738)                            | 0.2%                       |
| Capital Outlay                         | -                  | -                    | -                     | -                | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Transfers                              | -                  | -                    | -                     | -                | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| Lease Purchase Debt Service            | -                  | -                    | -                     | -                | -                                   | 0.0%                       | -                       | -                        | -                        | -                                   | 0.0%                       |
| <b>TOTAL EXPENSES:</b>                 | <b>12,000</b>      | <b>12,000</b>        | <b>7,611</b>          | <b>20,157</b>    | <b>8,157</b>                        | <b>168.0%</b>              | <b>17,799</b>           | <b>5,666</b>             | <b>36</b>                | <b>(17,763)</b>                     | <b>0.2%</b>                |



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



## Consent Items

### Agenda Item 5

- D. Consider for approval the June 8, 2017 meeting minutes
- E. Consider for approval the Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County
- F. Consider for approval the Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System with Denton County
- G. Consider for approval the FY 2018 Contract for Technical Services with Trinity River Authority of Texas



**Town of Northlake  
Town Council Meeting Minutes  
Thursday, June 8, 2017  
1400 FM 407 - Chamber Room  
Northlake, Texas**

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

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

Staff present: Drew Corn, Town Administrator, Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Sergeant Dwight Thornton; Patrol Officer Cody Long; Eric Tamayo, Public Works Director; Karen Bolyard, Finance Director; Leann Oliver, Court Administrator; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel

2. Mayor Dewing recognized Robert Crawford for his 5 Years of dedicated service as Chief of Police, Northlake Police Department

3. Briefing Items

A. FY 2018 Budget Planning Workshop: Preliminary Budget Outlook was given by Drew Corn

4. Mayor Dewing called the regular meeting to order at 6:07 pm, stated a quorum was present  
Pledge of Allegiance and a moment of silence was observed

5. Public Input

- Marla Gagnon, resident of Northlake, stated concerns on the proposed 7/Eleven at FM 407 and Harvest bringing more traffic to area and stated she is still against any type of development
- Brian Montini, resident of Northlake asked what the proposed ordinance speed limit on FM 1171 would be which (55 mph); 7/Eleven entrance would create more traffic in the area; lighting issues with 7/Eleven signs; would like to see anchor stores-big box retail instead of small retail centers; has an issued with illegal signage advertising homes in the Prairie View Ranch subdivision at Old Justin & Faught Roads; and notice the heavy erosion at the northwest corner of FM 407/IH35W
- Joel McGregor, resident of Northlake stated he has issues with the appointment of Thomas W. Hobbs as Municipal Court Judge and believed Judge Hobbs did not know the law

6. Consent Items

Mayor Dewing pulled item E for further discussion

Councilmember Young moved to approve the consent items (B-C-D-F-G-H-I) as presented. 2<sup>nd</sup> by Councilmember Ganz

Vote: Motion passed unanimous

- B. Town Council meeting minutes dated May 11, 2017
- C. Town Council meeting minutes dated June 3, 2017
- D. Resolution No. 17-14 authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of two cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation
- F. Interlocal Cooperation Agreement for Tax Collection between Denton County, Texas and Town of Northlake, Texas
- G. Interlocal Cooperation Agreement for Public Improvement Assessment Collection between Denton County, Texas and The Highlands Public Improvement District
- H. Interlocal Cooperation Agreement for Public Improvement Assessment Collection between Denton County, Texas and Northlake PID No. 1 (Harvest)
- I. Resolution No. 17-15 approving the 2017 Northlake Investment Policy
- E. Councilmember Ganz moved to approve Ordinance No. 17-0608 altering the prima facie speed limits established for vehicles under the provisions of Transportation Code Section 545.356 upon State Highway No. 1171 or parts thereof, within the incorporate limits of the Town of Northlake, as set out in this ordinance, and providing a penalty of a fine not to exceed \$200.00 for the violation of this ordinance. 2<sup>nd</sup> by Councilmember Young

Vote: Motion passed unanimous

7. Regular Items

- J. Councilmember McBride moved to approve Resolution No. 17-16 of the Town Council stating official intent to protect the ranch preservation character area of the 2016 Comprehensive Land Use Plan through the reduction of sewer capacity in this area. 2<sup>nd</sup> by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- K. Mayor Pro Tem Danny Simpson moved to appoint Mike McBride as Mayor Pro Tem for a one-year term. 2<sup>nd</sup> by Councilmember Sessions

Vote: Motion passed unanimous

- L. Councilmember Simpson moved to approve the appointment of Thomas W. Hobbs as Municipal Court Judge for a two-year term. 2<sup>nd</sup> by Councilmember Young

Vote: Motion passed

For: Simpson, Young, McBride, Sessions

Against: Ganz

- M. Councilmember Ganz moved to approve the appointment of Taylor Olson Adkins Sralla Elam's firm as Municipal Prosecutor for a two year term. 2<sup>nd</sup> by Councilmember Simpson

Vote: Motion passed unanimous

- N. Mayor Pro Tem McBride moved to approve the Preliminary Plat of Lots 1-9, Block 1, Chadwick Farms, a proposed mixed-use development consisting of 9 lots on a 24.638-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located south of SH 114 approximately 1,000 feet east of IH 35W, and zoned Mixed-Use Planned Development (MPD). Case # PP-17-003. 2<sup>nd</sup> by Councilmember Young

Vote: Motion passed unanimous

- O. Councilmember Ganz moved to approve a Site Plan for Phase 1 of Chadwick Farms, Lots 1-9, Block 1, a proposed mixed-use development consisting of a 17,400 square-foot commercial building and 249 apartment units on 24.638 acres situated in the L. Medlin Survey, Abstract No. 830, generally located south of SH 114 approximately 1,000 feet east of IH 35W, and zoned Mixed-Use Planned Development (MPD). Chadwick Farms LTD is the owner/applicant. Case # SP-17-001. 2<sup>nd</sup> by Councilmember Sessions

Vote: Motion passed unanimous

- P. Councilmember Ganz moved to approve a Site Plan for 7-Eleven, a proposed 2,940 square-foot gas station/convenience store on 1.06 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 4B, Town Commons, generally located on the north side of FM 407 approximately 200 feet east of Cleveland-Gibbs Rd at 1246 FM 407, and zoned Mixed-Use Planned Development (MPD). Case # SP-17-004. 2<sup>nd</sup> by Mayor Pro Tem McBride

Vote: Motion passed unanimous

- Q. Councilmember Ganz moved to approve a Site Plan for a proposed 10,724 square-foot retail center on 1.583 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 2, Block 5, Northport Addition, generally located on the north side of SH 114 approximately 1,000 feet east of the IH 35W northbound service road at 5000 SH 114, and zoned Commercial (C) contingent on Nathan Reddin's approval of tree placement. Case # SP-17-003. 2<sup>nd</sup> by Mayor Pro Tem McBride

Vote: Motion passed unanimous

- R. Councilmember Sessions moved to approve a Site Plan for Staybridge Suites, a proposed 103-room hotel on 1.98 acres, to be platted as Lot 3R, Block 2, Texas Speedway Centre, generally located on the east side of Raceway Drive approximately 500 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Speedway Hotels, LLC is the owner. Case # SP-16-008. 2<sup>nd</sup> by Councilmember Young

Vote: Motion passed unanimous

- S. 1) Councilmember Simpson moved to reappoint Tim Wright, Marie Amarante, Mike McBride to the EDC Board of Directors and Jeff Mewhirter, Tammy Wright, Dale Toon to the CDC Board of Directors for a two year term. 2<sup>nd</sup> by Councilmember Sessions

2) Councilmember Ganz moved to appoint Cale Welborn to the EDC Board of Directors and Clifford Travis to the CDC Board of Directors for a two year term. 2<sup>nd</sup> by Councilmember Young

Vote: Motion passed unanimous

8. Chairman Peter Dewing convened into the Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting at 7:13 pm

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

- i. Director Sessions moved to approve the meeting minutes of 8-11-2016. 2<sup>nd</sup> by Director Simpson

Vote: Motion passed unanimous

- ii. Director Simpson moved to approve the proposed FY 2018 Budget. 2<sup>nd</sup> by Director Sessions

Vote: Motion passed unanimous

- iii. Chairman Dewing reconvened to Regular Session at 7:17 pm

9. Executive Session- did not convene into closed session during the meeting

10. By general consent, the council meeting was adjourned at 7:18 pm

Passed and approved on this the 27<sup>th</sup> day of July, 2017

Town of Northlake, Texas

---

Peter Dewing, Mayor

Attest:

---

Shirley Rogers, Town Secretary

STATE OF TEXAS

COUNTY OF DENTON

§  
§  
§

**INTERLOCAL COOPERATION AGREEMENT FOR  
PUBLIC SAFETY APPLICATION SUPPORT AND MAINTENANCE**

This Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Northlake PD

hereinafter referred to as "Agency".

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

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

WHEREAS, County and Agency agree that the utilization of combined support and maintenance of public safety systems will be in the best interests of both County and Agency,

WHEREAS, County and Agency desire to maximize the value in the utilized public safety applications to improve public safety and law enforcement throughout Denton County,

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

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

1. **PURPOSE.** The Denton County Department of Technology Services has the resources to provide public safety application support service throughout Denton County. Agency wishes to utilize County's available public safety application support services ("Services") during the term of this agreement.

2. **TERM OF AGREEMENT.** The term of this Agreement shall be for a one year period beginning **October 1, 2017** and ending on **September 30, 2018**. Agency may select the desired level of support (either Basic or Enhanced) for each term of Agreement.

3. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing sixty (60) days written notice to the other party.

4. **BASIC SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to receive basic support (as defined in Exhibit "A" – Service Level Agreement) from County at no additional cost.

5. **ENHANCED SUPPORT.** Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be eligible to select optional enhanced support (as defined in Exhibit "A" – Service Level Agreement) from County.

5.1 If this Agreement is terminated prior to the expiration of the term of Agreement, County shall send a pro-rated refund of the optional enhanced support fees back to Agency based on the amount of time left on the original agreement term.

5.2 Agency shall pay to County the Total Amount more fully described on Exhibit "B".

6. **SOFTWARE LICENSES AND MAINTENANCE.** "Software" shall be defined as supported applications as described in Exhibit "A" – Service Level Agreement. Each Agency that participates in the Denton County Shared Governance Communications & Dispatch Services System shall be responsible for its own Software licenses and maintenance.

6.1. Agency is responsible for purchasing any new Software licenses required by Agency.

6.2. Agency is responsible for payment of all maintenance fees on Software currently in use by Agency. Payment may be made either directly to the software manufacturer or as a reimbursement to County for maintenance paid on Agency's behalf. Maintenance fees that are paid by County on behalf of Agency are described in Exhibit "B". County will work with Agency and software manufacturer to transfer Agency specific maintenance costs to bill directly to Agency (instead of billing to County and requiring reimbursement from Agency).

6.3 If this Agreement is terminated prior to the expiration of the term of Agreement, maintenance fees already paid to the software manufacturer are not eligible for refund.

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

7.1 County shall provide either Basic Support Services or Enhanced Support Services as more fully described on Exhibit "A" based on Agency's selection.

7.2 If applicable, County shall provide any mutually agreed Additional Agency Specific Services as more fully described on Exhibit "A".

7.3 County shall have the sole discretion as to the method of providing the Services and shall be the sole judge as to the most expeditious and effective manner of handling and responding to service requests. County will devote sufficient time to insure the performance of all duties and obligations set forth herein.

8. **AGENCY RESPONSIBILITIES.** Agency agrees to the following responsibilities:

- 8.1 Furnish County with a current list of key contacts including an IT coordinator contact on page 1 of Exhibit "A".
- 8.2 Except as otherwise specifically provided by County Services and Responsibilities (in section 7 above), Agency is responsible for the costs and upgrades associated with maintaining all Agency computer equipment, network equipment, and software.
- 8.3 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.
- 8.4 Agency shall select the desired level of support (either Basic or Enhanced) on the signature page to this Agreement.
- 8.5 Agency is responsible for sending payments to County (Denton County Auditor, Attn: Public Safety Application Support & Maintenance, 401 W. Hickory St, Ste 423, Denton, TX 76201) as more fully described in Exhibit "B" to this Agreement within 30 calendar days of approval of Agreement.

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

10. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

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

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

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

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

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

|           |                                                    |
|-----------|----------------------------------------------------|
| Exhibit A | Service Level Agreement v1.0                       |
| Exhibit B | Cost Schedule for Maintenance and Enhanced Support |

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

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

|         |   |                                                                                                                                                                          |
|---------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| County: | 1 | Denton County Judge<br>Denton County Commissioners Court<br>110 West Hickory, Room #207<br>Denton, Texas 76201                                                           |
|         | 2 | Chief Information Officer (CIO)<br>Denton County Technology Services<br>701 Kimberly Drive, Suite 285<br>Denton, Texas 76208                                             |
|         | 3 | Assistant District Attorney<br>Denton County Criminal District Attorney's Office<br>1450 E. McKinney Street, 3 <sup>rd</sup> Floor<br>PO Box 2344<br>Denton, Texas 76202 |

|                  |                       |
|------------------|-----------------------|
| Name of Agency:  | Northlake PD          |
| Contact Person   | Chief Robert Crawford |
| Address          | 1400 FM 407           |
| City, State, Zip | Northlake, TX 76247   |
| Telephone        | 940 6484804 x231      |
|                  |                       |

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

☒ Basic Support

-or-

☐ Enhanced Support

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

Signature

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Approved as to form:

Approved as to form:

Assistant District Attorney  
Denton County Criminal District  
Attorney's Office

Attorney for Agency



### Version

| Version | Date      | Revision / Description |
|---------|-----------|------------------------|
| 1.0     | 10/1/2014 | Initial Version        |

### Name of “Agency”

Northlake PD

### Agency Locations

|                                  |
|----------------------------------|
| 1400 FM 407, Northlake, TX 76247 |
|                                  |
|                                  |
|                                  |

### Agency Contacts

| Title            | Name                  | Email                          | Phone            |
|------------------|-----------------------|--------------------------------|------------------|
| Agreement Liason | Chief Robert Crawford | rcrawford@town.northlake.tx.us | 940 6484804 x231 |
| IT Coordinator   |                       |                                |                  |
|                  |                       |                                |                  |
|                  |                       |                                |                  |
|                  |                       |                                |                  |

### Additional Agency Specific Services

|  |
|--|
|  |
|--|



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**County Contacts**

| <b>Title</b>                                      | <b>Name</b>     | <b>Email</b>                                                                         | <b>Phone</b> |
|---------------------------------------------------|-----------------|--------------------------------------------------------------------------------------|--------------|
| Agreement Liason &<br>Application Support Manager | Tommy Hutson    | <a href="mailto:Tommy.Hutson@dentoncounty.com">Tommy.Hutson@dentoncounty.com</a>     | 940-349-4357 |
| Chief Information Officer                         | Kevin Carr      | <a href="mailto:Kevin.Carr@dentoncounty.com">Kevin.Carr@dentoncounty.com</a>         | 940-349-4500 |
| Deputy Chief Information Officer                  | Brian King      | <a href="mailto:Brian.King@dentoncounty.com">Brian.King@dentoncounty.com</a>         | 940-349-4500 |
| Technical Services Manager                        | Damian Van Zile | <a href="mailto:Damian.VanZile@dentoncounty.com">Damian.VanZile@dentoncounty.com</a> | 940-349-4357 |
| Desktop Operations Manager                        | Shawn Buchanan  | <a href="mailto:Shawn.Buchanan@dentoncounty.com">Shawn.Buchanan@dentoncounty.com</a> | 940-349-4357 |
| Server Operations Manager                         | Ray Rose        | <a href="mailto:Ray.Rose@dentoncounty.com">Ray.Rose@dentoncounty.com</a>             | 940-349-4357 |
| Network Operations Manager                        | Don Click       | <a href="mailto:Don.Click@dentoncounty.com">Don.Click@dentoncounty.com</a>           | 940-349-4357 |
| HELP DESK                                         |                 | <a href="mailto:HelpDesk@dentoncounty.com">HelpDesk@dentoncounty.com</a>             | 940-349-4357 |
|                                                   |                 |                                                                                      |              |



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## **1. Service Overview**

This is a Service Level Agreement (“SLA”) between the Agency and the Denton County Department of Technology Services (“DTS”) to document:

- the technical services provided to the Agency;
- the general levels of response, availability, and maintenance associated with these services;
- the responsibilities of DTS as a provider of these services and of Agency users receiving services; and
- processes for requesting services.

## **2. Service Description**

### **2.1 Assumptions**

- An “Incident” is defined as any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
- A “Request” is defined as any new service, a change to an existing service, or removal of an existing service.
- An “Inquiry” is defined as a request for information.
- Services will be provided in adherence to any related policies, processes and procedures.

### **2.2 Supported Applications**

The following software applications will be supported:

- SunGard MCT/MFR
- ONESolution RMS
- OpCenter
- Police2Police, Police2Citizen
- Any additional SunGard applications purchased under the Denton County contract and made available to other agencies.
- FIREHOUSE Software



## 2.3 Available Services

**Basic Support Services:** Agencies that choose the Basic Support option will be provided the following services:

- Client support services will be provided through the software vendor.
- Remote access to county hosted systems for supported applications.
- Password resets during normal business hours.
- Software update notifications for supported applications.
- Maintenance and support of Site-to-Site connections for County owned equipment only.
- Participation in the Denton County Law Enforcement Portal (p2c.dentoncounty.com).
- Access to the OpCenter web site.

**Enhanced Support Services:** Agencies that choose the Enhanced Support option will be provided the following services:

- All services provided under Basic Support Services.
- Access to Help Desk after-hours support for critical business issues.
- Software update assistance for supported applications.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.
- Access to Training classes for the supported applications provided by DTS as well as other DTS training services.

**Additional Services:** Agencies may negotiate additional services specific to their own agency. Additional agency specific services are included on the first page of this SLA in the “Additional Agency Specific Services” section.

## 3. Roles and Responsibilities

### 3.1 County Responsibility

County responsibilities and/or requirements in support of this Agreement include:

- Making best efforts to resolve problems (or find workarounds) within the expected completion times based on the priority for all incidents and requests. Completion times depend on a number of factors including complexity, the availability of the user, access to external resources such as software fixes, and the existence of a solution.
- Providing assistance with basic installation of software relating to the listed applications.
- Acting as the liaison with vendors or external resources for supported services.
- Maintaining and updating all county owned software and hardware required to provide Services for the Supported Applications.
- Generating annual reports on service level performance.
- Notifying agencies of all scheduled and unscheduled maintenance via e-mail notifications from the DTS Help Desk.
- The County is responsible for the costs and maintenance of all County computer equipment, network equipment, and software.
- Ensuring the security of the County computer systems and network.



- Preventing unauthorized access to Agency information.
- Maintaining regular backups of files and data stored on county owned equipment.

### 3.2 Agency Responsibility

Agency responsibilities and/or requirements in support of this Agreement include:

- Payment of all maintenance fees on software currently in use by the Agency.
- Payment of all support services selected by the Agency.
- Notifying the County of personnel changes in a timely manner.
- Making best effort for availability of user(s) when resolving a service related incident or request.
- Submitting requests for service to the Denton County Help Desk.
- Communicating plans, changes of needs, and problems to the County in a timely manner.
- Except as otherwise specifically provided by this SLA, the Agency is responsible for the costs and maintenance of all Agency computer equipment, network equipment, and software.
- Ensuring all Agency owned systems meet minimum requirements for the Supported Applications.
- Ensuring the security of the Agency computer systems and network.
- Preventing unauthorized access to County information.
- Maintaining regular backups of files and data stored on agency owned equipment.
- Designating an "Information Technology (IT) Coordinator" to ensure that these responsibilities are carried out and to serve as the primary contact person between the agency and DTS. For Agencies who use the SunGard RMS and/or have a Site-to-Site connection, the IT Coordinator will also be responsible for resetting user passwords for their agency utilizing the SMS application. Because agencies have different needs, IT resources, and levels of internal expertise, the needs and resources of a given agency may not require the IT Coordinator to have an extensive technical background.



#### 4. Service Support

##### 4.1 Requesting Service

- Contact the Denton County Help Desk by one of the options below. In order to ensure the fastest possible service, please do not send requests to a specific County employee. Except for emergencies, drop-ins should be scheduled through the Help Desk.
- Phone – Call 940-349-HELP (4357)  
Phone service is available during normal hours of operation. Messages left outside of normal hours will be processed the next business day. An on-call technician will be available outside of normal hours for emergency calls only.
- Email - Helpdesk@dentoncounty.com  
E-mail requests will be processed during regular business hours. Email requests can be sent 24 hours a day, 7 days a week.
- Information Technology (IT) Coordinator  
Please contact your IT Coordinator for services not listed.

##### 4.2 Hours of Coverage

Service is available during standard operating hours of 8:00am – 5:00pm Monday – Friday, except on County holidays.

##### 4.3 Incident and Request Response and Prioritization

- Incoming Service Requests will fall into priority levels of 'Critical', 'Urgent', 'High', 'Medium', 'Normal' and 'Low'. These levels will be identified by type (incident, request for service or inquiry), urgency and impact of the Service Request. If the incident cannot be resolved during the initial call, a DTS technician will be contacted to further research the issue. For responses to Service Requests, the goal for DTS is to respond in a timely manner.

##### 4.4 Resolution

- DTS will use reasonable efforts to resolve Service Requests that are within the control of DTS responsibilities. Circumstances beyond DTS control (waiting for parts, response from user, or third party involvement) will constitute a temporary suspension of the SLA clock until appropriate response, replacement parts or services have been received.

##### 4.5 Service Escalation

- If you are not satisfied with the level of service on a request, contact your IT Coordinator or the Technical Services Manager of DTS. They will respond to you with the action taken or to develop a solution that meets your needs.



#### 4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

##### Priority Level Characteristics

| Priority Level                                                                    | Expected Completion Time                                            | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-----------------------------------------------------------------------------------|---------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday)</b> |                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Critical</b>                                                                   | 8 hours<br>80% of the time.<br>(Continued repair until operational) | <ul style="list-style-type: none"><li>An incident where systems are down or seriously impacted and/or products/services are unavailable.</li><li>Normally a global issue or a large number of Agency users are being affected.</li><li>There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way).</li></ul> <p>The commitment of incident management resources is critical.</p>                                    |
| <b>Urgent</b>                                                                     | 1 business day<br>80% of the time.                                  | <ul style="list-style-type: none"><li>Issues affecting a large number of users</li><li>Requests that require immediate attention</li></ul>                                                                                                                                                                                                                                                                                                                     |
| <b>High</b>                                                                       | 2 business days<br>80% of the time.                                 | <ul style="list-style-type: none"><li>The issue causes any Agency user to be unable to work or perform some significant portion of their job.</li><li>Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk.</li><li>There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way).</li></ul> <p>The commitment of incident management resources is high.</p> |
| <b>Medium</b>                                                                     | 3 business days<br>80% of the time.                                 | <ul style="list-style-type: none"><li>An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected)</li><li>The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.</li></ul>                 |



|               |                                     |                                                                                                                                                                                                                    |
|---------------|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|               |                                     | <ul style="list-style-type: none"><li>• A temporary workaround, alternative, or circumvention is available.</li></ul> <p>There is no commitment of incident management resources outside of business as usual.</p> |
| <b>Normal</b> | 5 business days<br>80% of the time. | <ul style="list-style-type: none"><li>• An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.</li></ul>                 |
| <b>Low</b>    | 10 days<br>80% of the time.         | <ul style="list-style-type: none"><li>• The customer has requested a new service or information pertaining to a feature, system or service.</li></ul>                                                              |

#### 4.7 Priority level Determination

- Priority levels will be automatically determined by:
  - Service Request Type (incident, request for service or inquiry).
  - Impact (Single user, 2 -9 users or 10 or more users).
  - Urgency (**High** – User(s) is unable to work, **Medium** – User’s work is impacted, **Low** – A workaround can be implemented or a user’s ability to work is not greatly impacted.)

##### Priority Levels (Incidents)

|               | <b>Single User</b> | <b>2 – 9 users</b> | <b>10+ Users</b> |
|---------------|--------------------|--------------------|------------------|
| <b>High</b>   | High               | High               | Urgent           |
| <b>Medium</b> | Medium             | High               | High             |
| <b>Low</b>    | Normal             | Medium             | Medium           |

#### 4.8 Service Level Measurements

- Service levels will be measured based on the overall service level targets for each agency broken out by Priority Levels (Critical, Urgent, High, Medium, Normal, Low). These targets are based on each priority’s expected completion times. Service level reports will be run on a yearly basis and reviewed by DTS and Agencies at that time. The minimum number of total Service Requests required to meet the SLA percentage for a given Priority Level will be 12 or more. If an agency has less than 12 SR’s in any given priority level then the overall weighted percentage will apply to that priority.

#### 4.9 Scheduled Maintenance

- DTS plans scheduled maintenance windows each week (usually on Thursday evenings, starting at 7 p.m. until 7a.m., the next day) to maintain and increase the security, availability, and performance of the network and supported applications. DTS works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the morning of the scheduled maintenance day with information about the maintenance being performed.

#### 4.10 Unscheduled Maintenance



- Occasionally DTS may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

## 5. Customer Service Survey

### 5.1 Survey Form

- Upon closure of a Service Request, Agency employees will receive a link to the Customer Satisfaction Survey. These surveys are important in gauging work quality within DTS and help improve customer service.

### 5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

#### Technician went beyond what was required

- Quality of work is exceptional; performance far exceeds the needed requirement to fulfill the request.
- Quick to respond. Receptive to needs and was able to understand the request with informative questioning.
- The resolution was much faster than expected.
- Communication was frequent throughout the entire process and updates during the progress and upon finding a solution were completely understandable.
- Actions were taken quickly and an optimal solution was found.
- Technician showed an ability to quickly understand the request and utilized their skills to the fullest.
- Technician went out of their way in providing support.

#### Excellent

- Quality of work is excellent and an extra effort was taken in fulfilling the request.
- Quick response in initial contact. Receptive and willing to help.
- The resolution was faster than expected.
- Technician made sure to communicate status as well as inform user of solution.
- Technician went out of their way to properly resolve the issue.
- Technician came up with a solution to allow minimal interruption to the user.
- Technician took a complete interest in helping.

#### Satisfied

- Quality of work is acceptable.
- Initial contact was cordial and responsive to my needs.
- Has demonstrated the ability to handle the Service Request within an appropriate timeframe.
- Communicated the status as well as resolution.
- Solution met the requirement needed to resolve the issue.
- Performed the task with the proper technical skills and expertise.
- Technician was thorough in taking care of the Service Request.

#### Needs Improvement

- Quality of work is poor.



- Access to help was time consuming.
- Technician did not demonstrate the ability to handle issue within an appropriate timeframe.
- Poor communication. Issues were not explained or understood.
- Questionable resolution.
- Technician seemed unconfident with ability.
- Lack of interest, only helpful enough to get the task completed.

**Dissatisfied**

- Failed to meet expectations.
- Little or no response to requests.
- Issue persists.
- Little or no communication during work being done.
- No progress was made in response to corrective action.
- There is a definite lack of ability and/or willingness.
- Technician was rude.

**Not Applicable**

- Question being asked does not pertain to the request.

DEPARTMENT OF TECHNOLOGY SERVICES  
701 KIMBERLY DRIVE, SUITE 233  
DENTON, TX 76208-6301



940-349-4500  
Fax: 940-349-4501

Tommy.Hutson@dentoncounty.com  
<http://www.dentoncounty.com>

*Tommy Hutson, Public Safety Application Support Manager*

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May 15, 2017

Chief Robert Crawford  
Northlake PD  
1400 FM 407  
Northlake, TX 76247

Dear Chief Robert Crawford:

Thank you so much for your participation in the Denton County Public Safety Consortium. Denton County strives to provide high levels of support and to facilitate interagency coordination.

We have two levels of support: 1) Basic Support and 2) Enhanced Support. Below is an overview of the two levels.

Basic Support will be provided at no charge to participating agencies. Enhanced Support will provide additional services to your agency for an annual fee. Enhanced Support will enable us to expand and improve our services to you. Some of the benefits include:

- Software training (SunGard, Firehouse, IT Security Awareness, Microsoft Windows, Microsoft Office, and Adobe Acrobat).
- After hour service for emergencies and mission critical issues of supported public safety systems.
- Additional assistance with software updates, implementations, and improving use of the supported public safety systems.
- Maintenance and support of the Site-to-Site connection for both County and Agency equipment.

Each agency is responsible for payment of all maintenance costs on software currently in use by the agency. Payment may be made either directly to the software manufacturer or as a reimbursement to the County for maintenance paid on the agency's behalf.

Enhanced Support fees and any maintenance cost reimbursements are detailed on Exhibit B.

Please return signed agreements to:  
Tommy Hutson  
Denton County Technology Services  
701 Kimberly Drive, Suite 233  
Denton, TX 76208x

Deadline September 11th

Please review the attached ICA and SLA. If you have any questions, please do not hesitate to call or email me. When you are ready to proceed, please have the ICA approved and signed by your agency and return two (2) signed originals to me. Please make sure you select the desired level of support on the signature page. Upon approval of the ICA, we will send you an invoice for the appropriate fees. Agencies that choose the no cost Basic Support are also required to approve the agreement in order to be eligible for Basic Support services. Please respond in a timely manner as these will need to be presented to Commissioners Court before the beginning of the new fiscal year.

Any agency that intends to participate in the Enhanced Support program is welcome to register for any of the classes at any time. We will periodically send out schedules. Please feel free to contact us for the latest schedule or with any questions.

The Denton County Technology Services team looks forward to working with you and improving the service provided to your agency. Together we will improve public safety in Denton County.

Sincerely,

Tommy Hutson

**FY2018 Cost Schedule for Maintenance and Optional Enhanced Support for  
Northlake Police Department**

| Application                                                                                                                                 | Maint Amt   | Qty | Total              |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----|--------------------|
| OSSI MCT Client for Digital Dispatch                                                                                                        | \$ 127.91   | 8   | \$ 1,023.24        |
| OSSI Mobile Client Maps                                                                                                                     | \$ 25.78    | 8   | \$ 206.25          |
| OSSI Client AVL Mobile License                                                                                                              | \$ 19.28    | 8   | \$ 154.25          |
| OSSI - MFR Client - Racial Profiling                                                                                                        | \$ 25.78    | 0   | \$ -               |
| OSSI - MFR Client- Base Incident/Offense                                                                                                    | \$ 127.91   | 0   | \$ -               |
| OSSI Mobile Arrest Module                                                                                                                   | \$ 51.16    | 0   | \$ -               |
| OSSI Accident Wizard Workstation License Client                                                                                             | \$ 29.50    | 0   | \$ -               |
| OSSI - MFR Client Citation                                                                                                                  | \$ 85.20    | 0   | \$ -               |
| OSSI - MFR Client - Accident Reporting                                                                                                      | \$ 85.20    | 0   | \$ -               |
| OSSI Client Base Records Management System                                                                                                  | \$ 1,256.93 | 0   | \$ -               |
| Upgrade to Site License for the following modules:<br>Records Mgmt System, RMS Maps, Notifications, Accident<br>Module, and Mugshot Display |             |     |                    |
|                                                                                                                                             | \$ 1,902.55 | 0   | \$ -               |
| OSSI - Link Analysis Module                                                                                                                 | \$ 344.37   | 0   | \$ -               |
| OSSI RMS Map Display and Pin Mapping License - Site<br>License                                                                              | \$ 196.78   | 0   | \$ -               |
| OSSI Multi-Jurisdictional RMS Option                                                                                                        | \$ 54.11    | 0   | \$ -               |
| OSSI Notification Module                                                                                                                    | \$ 221.38   | 0   | \$ -               |
| OSSI Racial Profiling Module-Site                                                                                                           | \$ 49.19    | 0   | \$ -               |
| OSSI Sex Offender Module                                                                                                                    | \$ 147.59   | 0   | \$ -               |
| OSSI Crime Analysis Module - Site License                                                                                                   | \$ 122.99   | 0   | \$ -               |
| OSSI Base Mobile Server Software Client - up to 250<br>workstations                                                                         | \$ 537.95   | 0   | \$ -               |
| OSSI AVL Server Host License                                                                                                                | \$ 387.41   | 0   | \$ -               |
| OSSI Residential Security Watch Module                                                                                                      | \$ 23.88    | 0   | \$ -               |
| OSSI Review Module for Field Reporting                                                                                                      | \$ 397.99   | 0   | \$ -               |
| OSSI's Integrated Messaging Software Switch                                                                                                 | \$ 221.38   | 0   | \$ -               |
|                                                                                                                                             |             |     |                    |
| <b>Total Maintenance Fees to be reimbursed to County</b>                                                                                    |             |     | <b>\$ 1,383.74</b> |
|                                                                                                                                             |             |     |                    |
| <b>Optional Enhanced Support</b>                                                                                                            |             |     | <b>\$ 553.50</b>   |
|                                                                                                                                             |             |     |                    |
| <b>Total Maintenance + Optional Enhanced Support</b>                                                                                        |             |     | <b>\$ 1,937.24</b> |

STATE OF TEXAS           §  
                                     §  
COUNTY OF DENTON       §

**INTERLOCAL COOPERATION AGREEMENT FOR  
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

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

|                                                           |
|-----------------------------------------------------------|
| <b>Name of Agency:</b> <i>Northlake Police Department</i> |
|-----------------------------------------------------------|

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3.     **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2017** and ending on **September 30, 2018**.

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

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

- 5.1. Agency shall pay to County the Total Amount more fully described on *Exhibit "A"*, the Agency Workload and Cost Statistics.
- 5.2. The Agency shall complete *Exhibit "B"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County.
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

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

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

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

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

- 6.3 The services provided by County include the following:
  - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
  - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
  - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
  - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
  - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

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

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

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "C"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "B"* to this Agreement.

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

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

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

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

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

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

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

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

|                  |                                                                                                                        |
|------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Exhibit A</b> | <b>Agency Workload and Cost Statistics</b>                                                                             |
| <b>Exhibit B</b> | <b>Agency Payment Worksheet</b>                                                                                        |
| <b>Exhibit C</b> | <b>TEXAS LAW ENFORCEMENT TELECOMMUNICATION<br/>SYSTEM (TLETS) NON - TWENTY-FOUR HOUR<br/>TERMINAL AGENCY AGREEMENT</b> |

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

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

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

|                  |                                         |
|------------------|-----------------------------------------|
| Name of Agency:  | <i>Northlake Police Department</i>      |
| Contact Person   | <i>Robert Crawford, Chief of Police</i> |
| Address          | <i>1400 FM 407</i>                      |
| City, State, Zip | <i>Northlake, Texas 76247</i>           |
| Telephone        | <i>940-648-4804 x. 231</i>              |

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

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

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

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

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

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

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

**DENTON COUNTY, TEXAS**

**AGENCY**

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

\_\_\_\_\_  
Signature  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to content:

Approved as to content:

\_\_\_\_\_  
Denton County Sheriff's Office

\_\_\_\_\_  
Agency

Approved as to form:

Approved as to form:

\_\_\_\_\_  
Assistant District Attorney  
Counsel to the Sheriff

\_\_\_\_\_  
Attorney for Agency

## Exhibit A

## Costs by Workload

|    | A                                                                            | B                     | C                       | E |
|----|------------------------------------------------------------------------------|-----------------------|-------------------------|---|
| 2  | <b>FY 17-18 Dispatch Costs</b>                                               |                       |                         |   |
| 3  | <b>FY Budget</b>                                                             | <b>\$2,915,499.00</b> |                         |   |
| 4  | <b>1/2 Budget Amount</b>                                                     | <b>\$1,457,749.50</b> |                         |   |
| 5  | <b>Agency</b>                                                                | <b>% Workload *</b>   | <b>Cost by Workload</b> |   |
| 6  | ARGYLE PD                                                                    | 0.756%                | \$11,021                |   |
| 7  | ARGYLE ISD PD                                                                | 0.010%                | \$145                   |   |
| 8  | AUBREY PD                                                                    | 0.694%                | \$10,111                |   |
| 9  | AUBREY ISD PD                                                                | 0.069%                | \$1,001                 |   |
| 10 | BARTONVILLE PD                                                               | 0.464%                | \$6,758                 |   |
| 11 | CORINTH PD                                                                   | 5.825%                | \$84,918                |   |
| 12 | DOUBLE OAK PD                                                                | 0.314%                | \$4,583                 |   |
| 13 | HICKORY CREEK PD                                                             | 1.917%                | \$27,950                |   |
| 14 | JUSTIN PD                                                                    | 0.630%                | \$9,187                 |   |
| 15 | KRUM PD                                                                      | 1.266%                | \$18,449                |   |
| 16 | LAKE DALLAS PD                                                               | 4.147%                | \$60,458                |   |
| 17 | LITTLE ELM PD                                                                | 8.325%                | \$121,355               |   |
| 18 | NCTC PD                                                                      | 0.007%                | \$98                    |   |
| 19 | NORTHEAST PD                                                                 | 1.303%                | \$19,000                |   |
| 20 | NORTHLAKE PD                                                                 | 1.929%                | \$28,114                |   |
| 21 | OAK POINT PD                                                                 | 1.345%                | \$19,612                |   |
| 22 | PILOT POINT PD                                                               | 0.965%                | \$14,068                |   |
| 23 | PONDER PD                                                                    | 0.180%                | \$2,621                 |   |
| 24 | SANGER PD                                                                    | 2.469%                | \$35,998                |   |
| 25 | TROPHY CLUB PD                                                               | 2.677%                | \$39,020                |   |
| 26 | ARGYLE FD                                                                    | 0.674%                | \$9,822                 |   |
| 27 | AUBREY FD                                                                    | 1.043%                | \$15,209                |   |
| 28 | DOUBLE OAK VFD                                                               | 0.061%                | \$885                   |   |
| 29 | JUSTIN FD                                                                    | 0.454%                | \$6,618                 |   |
| 30 | KRUM FD                                                                      | 0.353%                | \$5,144                 |   |
| 31 | LAKE CITIES FD                                                               | 1.632%                | \$23,784                |   |
| 32 | LITTLE ELM FD                                                                | 1.422%                | \$20,736                |   |
| 33 | OAK POINT FD                                                                 | 0.302%                | \$4,407                 |   |
| 34 | PILOT POINT FD                                                               | 0.397%                | \$5,785                 |   |
| 35 | PONDER VFD                                                                   | 0.196%                | \$2,852                 |   |
| 36 | SANGER FD                                                                    | 0.741%                | \$10,803                |   |
| 37 | TROPHY CLUB FD                                                               | 0.349%                | \$5,094                 |   |
| 38 | OTHER                                                                        | 3.37%                 | \$49,080 *              |   |
| 39 | SHERIFF'S OFC *                                                              | 53.717%               | \$2,240,814 *           |   |
| 40 | <b>Totals</b>                                                                | <b>100.000%</b>       | <b>\$2,915,499</b>      |   |
| 41 |                                                                              |                       |                         |   |
| 42 | *SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity which is     |                       |                         |   |
| 43 | reduced from other entities total costs, as well as the remaining 1/2 of the |                       |                         |   |
| 44 | total Communications Adopted Budget which other entities are not billed for  |                       |                         |   |
| 45 | at this time.                                                                |                       |                         |   |
| 46 |                                                                              |                       |                         |   |
| 47 |                                                                              |                       |                         |   |
| 48 | Volunteer Agencies                                                           |                       |                         |   |

Exhibit B

**2017-18 Budget Year**  
**Denton County Sheriff's Office**  
**Communications Agreement**  
**Agency Payment Worksheet**

|                                |                                  |
|--------------------------------|----------------------------------|
| <b>Agency:</b>                 | Northlake Police Department      |
| Payment Contact Person:        | Robert Crawford, Chief of Police |
| Phone Number:                  | 940-648-4804 x. 231              |
| Address:                       | 1400 FM 407                      |
| City, State, Zip               | Northlake, Texas 76247           |
| <b>AGENCY TOTAL AMOUNT DUE</b> | <b>\$ 28,114.00</b>              |

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

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

Payment Plan Options

**Agency MUST**  
**Select One**  
**Payment Option**

|   |                                     |                           |
|---|-------------------------------------|---------------------------|
| 1 | <input type="checkbox"/>            | One Annual Payment (100%) |
| 2 | <input type="checkbox"/>            | Two Payments (50%)        |
| 3 | <input type="checkbox"/>            | Four Payments (25%)       |
| 4 | <input checked="" type="checkbox"/> | Twelve Monthly Payments   |
| 5 | <input type="checkbox"/>            | Other Payment Option      |

**Exhibit C**

**TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS)**  
**NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2017-18**

|                                      |                                           |
|--------------------------------------|-------------------------------------------|
| Twenty-Four Hour Terminal Agency     | <b>DENTON COUNTY SHERIFF'S OFFICE</b>     |
| Non Twenty-Four Hour Terminal Agency | <b><i>Northlake Police Department</i></b> |

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

**DENTON COUNTY SHERIFF'S OFFICE**

**AGENCY**

By: Tracy Murphree

Title: Denton County Sheriff

Date: \_\_\_\_\_



By: Robert Crawford

Title: Chief of Police

Date: \_\_\_\_\_

# EXHIBIT B

## CONTRACT FOR TECHNICAL SERVICES

### I. CONTRACTING PARTIES

The Receiving Agency: Town of Northlake, whose authorized address is

1400 FM 407 Northlake TX 76247

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

### II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 1-2-3, below.

#### A. PERFORMANCE OF SERVICES

##### 1. Non-Significant Industrial User Inspection and Classification Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers 12-0112B.

The Performing Agency shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Receiving Agency's Industrial User Survey Form, industrial user inspections as needed, and proper classification and documentation of industrial users' discharge practices. Performing Agency will provide on behalf of the Receiving Agency updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Trinity River Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Trinity River Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

##### 2. Significant Industrial User Permit and Inspection Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR Part 403.8. Industrial Pretreatment Inspections, Application reviews and permit preparations and submittals shall be in

compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinance Numbers 12-0112 B, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

3. Industrial User Sampling Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinance Numbers 12-0112 B.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

4. Analytical Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis of Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted.

The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current Texas law.

Receiving Agency may deliver to Performing Agency samples for analyses separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analyses, the Receiving Agency shall indicate the nature and extent of the analysis it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

#### B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty days' notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty-day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will furnish Receiving Agency an invoice for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

#### C. AMENDING THE CONTRACT

The parties hereto may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

### III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A, said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by

accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

#### IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed dollars (\$ 3,000 ) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

#### V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

#### VI. TERM OF CONTRACT

This Contract is to begin Oct 1, 2017 and shall terminate Sept 30, 2018, subject to Section II, paragraph B of this contract.

#### VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

Town  
CITY OF Northlake

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: \_\_\_\_\_

GENERAL MANAGER

DATE: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
(SEAL)

## CHAIN-OF-CUSTODY PROCEDURES

### Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample. In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

### Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

# **EXHIBIT A**

## **TECHNICAL SERVICES FEE SCHEDULE**

**FOR**

**LABORATORY ANALYSES,**

**INDUSTRIAL INSPECTIONS**

**AND**

**INDUSTRIAL SAMPLING**

**FISCAL YEAR 2018**

**December 1, 2017 through November 30, 2018**

**NELAP CERTIFICATE T104704287-10-TX**

## CHEMICAL ANALYSES

### Liquid Samples

|                                |         |                                    |             |
|--------------------------------|---------|------------------------------------|-------------|
| Alkalinity:                    |         | Phosphorus:                        |             |
| Total (*) (**)                 | \$14.95 | Ortho (*)                          | \$16.85     |
|                                |         | Total (*)                          | \$26.75     |
| Biochemical Oxygen Demand:     |         | Solids Testing (Gravimetric):      |             |
| 5-Day (*)                      | \$29.75 | Total (TS)                         | \$16.50     |
| 5-Day Carbonaceous (*)         | \$33.00 | Total Dissolved (TDS) (*)          | \$24.70     |
| 5-Day Filtered (Dissolved)     | \$41.00 | Total Suspended (TSS) (*)          | \$19.70     |
| 7-Day                          | \$38.00 | Volatile Suspended (VSS) (*)       | \$12.90     |
| Extra Dilution (Each)          | \$ 2.50 | (after TSS)                        |             |
|                                |         | Percent Solids, Total and Volatile | \$19.10     |
| Chlorophyll "a"                | \$21.90 | Sulfate (*)                        | \$16.25     |
| Chlorophyll "a" and Pheophytin | \$33.70 |                                    |             |
| Chemical Oxygen Demand (*)     | \$19.00 | Turbidity (*) (**)                 | \$14.20     |
| Chloride (*)                   | \$16.25 |                                    |             |
| Conductance, Specific (*) (**) | \$14.05 | UV254                              | \$23.45     |
| Cyanide:                       |         | Mercury (*) (**)                   | \$27.85     |
| Total (*)                      | \$39.50 |                                    |             |
| Amenable to Chlorination (*)   | \$52.75 |                                    |             |
| Fluoride, Total (**)           | \$16.25 | Metals (EPA 200.8) (*) (**) (***): | \$14.50 ea  |
| Glycols                        | \$19.30 |                                    |             |
| Hardness (*) (**)              | \$24.35 | Aluminum                           | Lead        |
| Nitrogen:                      |         | Arsenic                            | Manganese   |
| Ammonia (*)                    | \$17.20 | Antimony                           | Molybdenum  |
| Ammonia by Distillation (*)    | \$25.55 | Barium                             | Nickel      |
| Kjeldahl, Total (*)            | \$24.00 | Beryllium                          | Selenium    |
| Nitrate (*)                    | \$16.25 | Boron                              | Silver      |
| Nitrite (*)                    | \$16.25 | Cadmium                            | Thallium    |
| Total                          | \$42.50 | Chromium                           | Tin         |
|                                |         | Cobalt                             | Vanadium    |
| Oil and Grease (*)             | \$56.20 | Copper                             | Zinc        |
|                                |         | Iron                               |             |
| Organic Carbon:                |         | Minerals (*):                      | \$14.50 ea. |
| Dissolved                      | \$27.10 |                                    |             |
| Total (*) (**)                 | \$25.60 | Calcium                            |             |
| pH (*)                         | \$14.80 | Magnesium                          |             |
|                                |         | Potassium (***)                    |             |
|                                |         | Silica                             |             |
|                                |         | Sodium                             |             |

### Solid Samples

|                           |         |
|---------------------------|---------|
| Ammonia (***)             | \$25.50 |
| Chemical Oxygen Demand    | \$38.10 |
| Nitrogen, Kjeldahl, Total | \$32.50 |
| Phosphorus, Total (***)   | \$31.00 |
| pH (***)                  | \$19.35 |
| Mercury (***)             | \$59.85 |
| Metals Preparation        | \$32.00 |

NELAC Accreditation  
 \* Non-Potable Water  
 \*\* Drinking Water  
 \*\*\* Solids

## MICROBIOLOGICAL ANALYSES

### **Drinking Water:**

|                               |         |                                            |         |
|-------------------------------|---------|--------------------------------------------|---------|
| Total Coliform (MMO/MUG) (**) | \$18.30 | Coliform, Fecal (Membrane Filter (*))      | \$18.65 |
| Heterotrophic Plate Count     | \$20.50 | Coliform, Fecal (MPN (***))                | \$51.00 |
|                               |         | Coliform, Total (MPN-Q Tray)               | \$19.50 |
|                               |         | E. Coli (MPN-Q Tray) (*)                   | \$19.50 |
|                               |         | Streptococcus, Fecal (Membrane Filter) (*) | \$19.15 |
|                               |         | Heterotrophic Plate Count                  | \$20.50 |
|                               |         | Microscopic General Examination            | \$25.00 |

## TRACE ORGANIC (GC-GC/MS) ANALYSES

### **EPA 624 (\*):**

|                     |          |
|---------------------|----------|
| 3-Day (unpreserved) | \$148.90 |
| BTEX (only)         | \$135.75 |
| Trip Blanks         | \$106.50 |
| Geosmin/MIB         | \$117.85 |

### **EPA 625 (\*):**

|                          |          |
|--------------------------|----------|
| Total Semi-Volatiles     | \$223.75 |
| Semi-Volatile Trip Blank | \$181.00 |

### **Pesticides/PCB**

#### **EPA 608 (\*):**

|                               |          |
|-------------------------------|----------|
| Full List                     | \$269.40 |
| Chlorinated Pesticides (only) | \$173.10 |
| PCB (aqueous and solid)       | \$173.10 |

#### **EPA 8082:**

|                                 |          |
|---------------------------------|----------|
| Polychlorinated Biphenyls (PCB) | \$149.00 |
|---------------------------------|----------|

## BY QUOTE

Chromium Hexavalent  
Oil and Grease (solids)  
Organophosphate Pesticide  
Phenols  
TCLP Metals  
TCLP Organic Compounds  
Total Petroleum Hydrocarbons (solids and liquids)

## INDUSTRIAL PRETREATMENT SERVICES

---

### SAMPLING

|                                         |           |
|-----------------------------------------|-----------|
| Composite Sample                        | \$ 185.00 |
| Additional Composite Sample             | \$ 102.00 |
| Grab Sample                             | \$ 81.00  |
| Additional Grab Sample                  | \$ 27.00  |
| pH only                                 | \$ 80.00  |
| Field pH                                | \$ 17.00  |
| Field Measurement                       | \$ 42.00  |
| Sampling Event Cost for a Failed Sample | \$ 104.00 |
| Industry Split Sample                   | \$ 24.00  |
| Boat Fee                                | \$ 82.00  |
| QA/QC Fee                               | \$ 20.00  |

### PRETREATMENT ASSISTANCE

|                                 |            |
|---------------------------------|------------|
| Inspection (permitted users)    | \$ 866.00  |
| Inspection (unpermitted users)  | \$ 100.00  |
| Permit Preparation (5yr permit) | \$2,060.00 |
| Field Surveillance Event        | \$ 575.00  |
| Industrial User Survey Fee      | Formula    |

#### Industrial User Survey Fee Formula:

$(\text{No. of Survey Entities}^1 \times \$3.60) + (\text{No. of identified industrial users}^2 \times \$15.00)$

Formula Footnotes:

<sup>1</sup> Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.

<sup>2</sup> Users that require further manufacturing process and discharge classification

### PRETREATMENT SERVICES INCLUDE

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Proper Chain of Custody
- Delivery to TRA Laboratory
- Sample Data Review with Report Summaries
- Appropriate Industrial User Pretreatment Classification
- Verification of Permit Application Data
- Chemical Inventory Review
- Permit Drafting
- Semiannual Report Review
- Appropriate Inspection Documentation
- Enforcement Guidance
- Consultation with Industries on Industrial Pretreatment

NELAC Accreditation  
\*Non-Potable Water  
\*\*Drinking Water  
\*\*\* Solids

## GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2017. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20<sup>th</sup> Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3<sup>rd</sup> Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

### FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975-4414

WILLIAM B. CYRUS

Manager  
Technical Services

JOHN DURBIN

Manager  
Collection System

CRAIG HARVEY  
Laboratory Division  
Chief

JENNIFER MOORE  
Environmental Service  
Coordinator

JAMES MCDONALD  
Technical Services Engineer

CATHY SIEGER  
Quality Assurance  
Coordinator

CRAIG CROWDER  
Technical Services Engineer

NELAC Accreditation  
\*Non-Potable Water  
\*\*Drinking Water  
\*\*\*Solids



## Regular Items

### Agenda Item 6

- H. Reconsider for approval a Development Agreement with Northlake Office Park, LLC
- I. Consider for approval a Site Plan for a proposed 4,364 square-foot IHOP Restaurant on 1.503 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 3, Block 5, Northport Addition, generally located on the north side of SH 114 approximately 800 feet east of the IH 35W northbound service road at 5050 SH 114, and zoned Commercial (C). Northport Partners is the owner. ACG Texas Restaurants is the applicant/developer. RLK Engineering is the engineer. Case # SP-17-005
- J. Consideration to award bid to HD Cooks Rock Solid Inc. for resurfacing of Florance Road (from FM 407 to Strader Lane) (Resolution No. 17-17)
- K. Consideration to award bid to Peachtree Construction, Ltd. for resurfacing of Cleveland Gibbs (from Dale Earnhardt Way to Sam Lee Lane) (Resolution No. 17-18)
- L. Consider for approval a resolution approving Supplemental Agreement No. 1 (Sam Lee Lane Extension) Design of Public Lighting between Pacheco Koch LLC and the Town of Northlake (Resolution No. 17-19)
- M. Consider for approval a resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District (Resolution No. 17-20)
- N. Consider for approval an ordinance of the Town Council approving a property exchange agreement with HW Indian Springs, LP to exchange unused public right of way generally described as 0.681 acres out of the B.B.B. and C.R.R. Co. Survey, Abstract No. 189, Town of Northlake, Denton County, Texas for certain other real property; vacating and abandoning such unused public right of way; declaring that such property is unnecessary for use by the public; authorizing the Town Administrator to execute all documents needed to accomplish the exchange, including execution of a special warranty deed transferring and assigning such property to HW Indian Springs LP in exchange for HW Indian Springs LP executing a special warranty deed transferring and assigning certain other real property, specifically, 2.938 acres out of the MEP&PRR Co. Survey, Abstract No. 913, FM Woodard Survey, Abstract No. 1420, Town of Northlake, Denton Co. Texas to the Town (Ordinance 17-0727)

- O. Consider for approval to vote to adopt a proposed tax increase, vote to schedule tax rate public hearings for the Fiscal Year 2017-2018 tax rate (if necessary) and set the date of the adoption of the tax rate on the agenda of September 7, 2017 Council Meeting
- P. Consider for approval setting public hearing dates for the Proposed 2017-2018 Town Budget, Northlake Economic Development Corporation and Community Development Corporation Budgets, Northlake Public Improvements District No. 1 (Harvest), and Northlake Public Improvement District No. 2 (The Highlands), Tax Increment Financing Zone No. 1 (Canyon Falls)
- Q. Consider for approval an appointment to the Northlake Economic Development Corporation Board of Directors

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
CC: Shirley Rogers, Town Secretary  
Nathan Reddin, Development Director  
Date: July 27, 2017  
Re: Northlake Office Park Development Agreement

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Town Council approved a development agreement with Northlake Office Park LLC at the May 11, 2017 Town Council meeting, but at the time, the developer's attorney had not reviewed the agreement. After legal review, the developer's attorney had several recommended changes, most of which were items of clarification, with one significant change related to the timing of annexation.

The agreement approved on May 11<sup>th</sup> called for annexation within thirty days of initial occupancy of a structure on the property. This allowed the first of four proposed buildings to be permitted and constructed while in the County as they had originally planned and obtained financing for, but future buildings would be permitted through the Town after annexation. The developer would then be required to go through the Town's permitting process and pay all applicable fees for the remaining buildings. The developer instead proposed annexation be tied to a time frame of three years from the effective date of the agreement. A redline copy of the developer's initial proposal is attached. Staff had no objection the revisions for clarification, but staff requested that the annexation time frame be reduced from three years. The attached revised agreement calls for annexation within two years of this agreement and incorporates the revisions identified in the redline version.

Staff has no objection to approving the revised agreement as presented.

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

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is executed between Northlake Office Park LLC, a Texas limited liability company, (the "Owner"), and the Town of Northlake, Texas, a general law municipality (the "Town") (Owner and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective ~~when signed by both parties on~~ \_\_\_\_\_, 2017 (the "Effective Date").

### **ARTICLE I** **RECITALS**

**WHEREAS**, Owner is the owner of approximately 2.0 acres of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas (the "County") described by metes and bounds on **Exhibit A** and shown on **Exhibit B** (the "Property"); and

**WHEREAS**, Owner intends that the Property be developed as a single lot with approximately 16,000 square feet of office space in four buildings with phased construction over the next three years; and

**WHEREAS**, retail water service to the Property will be provided by the Town, and the Property will be served by an individual on-site septic system; and

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

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

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

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

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

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

**NOW THEREFORE**, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy

of which are acknowledged and agreed by the Parties, the Parties agree as follows:

## ARTICLE II DEVELOPMENT REGULATIONS

2.1 Governing Regulations. ~~The Property shall be developed as an office park.~~ Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

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

(b) The building, plumbing, electrical, mechanical, and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time; and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries, with such amendments being subject to any vested rights pursuant to Chapter 245 of the Texas Local Government Code (the "Building Codes");

(c) The Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual");

(d) Development standards applicable to the Commercial (C) zoning district as of the effective date (the "Development Standards");

(e) Final plat approved by the Town attached as Exhibit B and approved by the Town Council on May 11, 20017 (the "Final Plat"); ~~and~~

(f) Site plan attached as Exhibit C (the "Site Plan"), which shall be the sole site plan for the Property. No additional site plan approvals shall be required by the Town unless a substantial change to the site plan is proposed by Owner, in which case the Town Council may approve an amended site plan without requiring an amendment to this Agreement; and

(g) ~~Building elevations attached as the architectural standards depicted on Exhibit D~~ (the "Building Elevations" "Architectural Standards") which shall establish the exclusive exterior construction and design standards for all buildings to be constructed on the Property.

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

2.3 Development Standards Revisions and Waivers.

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

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

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

### **ARTICLE III** **DEVELOPMENT PROCESS**

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

3.2 **Plat Required.** Subdivision of the Property shall require approval of a final plat by the Town in accordance with the Governing Regulations and this Agreement. No preliminary plat shall be required unless the Property is to be further subdivided. The Property may be developed in accordance with the Final Plat. Owner shall not be required to construct sidewalks. No improvements to Thompson Road shall be required in connection with the development of the Property.

3.3 **Design and Construction of Public Infrastructure.**

(a) All ~~Public Infrastructure~~public infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations. The public infrastructure shall consist of water and drainage improvements to serve the Property as described in Article IV of this Agreement and the Final Plat (the "Public Infrastructure"). No roadway infrastructure is required to be constructed in connection with the development of the Property, and the only sewer infrastructure will be an on-site septic system.

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

(c) In the event the Town disapproves of such plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with the Governing Regulations. If the plans or specifications do not comply with the Governing Regulations, the Owner shall revise the plans and specifications appropriately and resubmit to the Town for

review. The same review process shall apply to any resubmittal of plans and specifications; provided, however, that if the Town fails to approve or disapprove the resubmitted plans and specifications within thirty (30) days after receipt, such plans and specifications shall be deemed to be approved.

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

3.5 Building Permits: Inspection of Structures.

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

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

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

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

#### **ARTICLE IV** **PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE**

4.1 Retail Water Service; Construction of Water Infrastructure.

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

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

4.2 Sewer Service. Sewer service to the Property shall be provided by an individual on-site septic system.

4.4 Drainage. Drainage within the Property shall be handled by an on-site detention pond designed in accordance with Section 4.5 – Storage Design in the Engineering Design Manual.

Owner shall be responsible for maintenance of the detention pond to be outlined in a maintenance agreement with the Town.

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

## **ARTICLE V** **TERM OF AGREEMENT**

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

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

## **ARTICLE VI** **ANNEXATION OF THE PROPERTY**

6.1 Annexation Petition. Owner agrees to submit a petition to the Town requesting annexation of the Property pursuant to § 43.028, Local Government Code (the "Annexation Petition") within ~~thirty days of initial occupancy of a Structure on the Property~~three years after the Effective Date.

6.2 Annexation Process. Pursuant to § 212.172(b)(7), Local Government Code, the Town and Owner agree that annexation shall proceed in accordance with § 43.028, Local Government Code only. Pursuant to § 43.028, the Town will hold a hearing to deliberate regarding the petition requesting annexation within thirty (30) days of the submittal of the petition. Thereafter, an ordinance annexing the Property in accordance with § 43.028, Local Government Code, shall be on the agenda for a regular or special Town Council meeting.

## **ARTICLE VII** **EVENTS OF DEFAULT; REMEDIES**

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

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

- (a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or

(c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(e) limit the Term.

## **ARTICLE VIII**

### **ASSIGNMENT AND ENCUMBRANCE**

8.1 Assignment by Owner to Successor Owners. The Owner shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, without the prior written approval of the Town, which shall not be unreasonably withheld, delayed, or conditioned. If the Town approves a requested assignment, any successor owner shall assume the liabilities, responsibilities, and obligations of the Owner under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

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

8.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the Town, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under

this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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

## **ARTICLE IX**

### **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

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

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

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

## **ARTICLE X**

## ADDITIONAL PROVISIONS

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

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

To the Town:

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

To the Owner:

Northlake Office Park LLC  
Attn: Kevin Mansell  
701 W. Bailey Boswell Rd.  
Saginaw, TX 76179

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

10.4 Rough Proportionality. As additional consideration for the construction and fee waivers received by the Owner under this Agreement, the Owner agrees that all dedications, construction

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

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

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

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

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

same term or condition.

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

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

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

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

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

|           |                                                                        |
|-----------|------------------------------------------------------------------------|
| Exhibit A | Metes and Bounds Description of Property                               |
| Exhibit B | Final Plat                                                             |
| Exhibit C | Site Plan                                                              |
| Exhibit D | <del>Building Elevations</del> <a href="#">Architectural Standards</a> |

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

**TOWN OF NORTHLAKE**

By: \_\_\_\_\_  
Peter Dewing, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shirley Rogers, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ashley Dierker

STATE OF TEXAS                   §  
                                          §  
COUNTY OF DENTON           §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Peter Dewing, Mayor of the Town of Northlake, Texas, on behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER**

**NORTHLAKE OFFICE PARK LLC**, a  
Texas limited liability company

By: \_\_\_\_\_  
Kevin Mansell, Managing Member

STATE OF TEXAS                                 §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_ day of \_\_\_\_\_, 2017, by Kevin Mansell, Managing Member of Northlake Office Park, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

EXHIBIT ~~64819.1~~<sup>64819.3</sup>  
Meets and Bounds Description of Property

EXHIBIT ~~"B"~~  
Final Plat

EXHIBIT ~~"C"~~  
Site Plan

EXHIBIT ~~"D"~~  
~~Building Elevations~~  
Architectural Standards

## **DEVELOPMENT AGREEMENT**

This Development Agreement (this "Agreement") is executed between Northlake Office Park LLC, a Texas limited liability company, (the "Owner"), and the Town of Northlake, Texas, a general law municipality (the "Town") (Owner and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective on \_\_\_\_\_, 2017 (the "Effective Date").

### **ARTICLE I** **RECITALS**

**WHEREAS**, Owner is the owner of approximately 2.0 acres of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas (the "County") described by metes and bounds on Exhibit A and shown on Exhibit B (the "Property"); and

**WHEREAS**, Owner intends that the Property be developed as a single lot with approximately 16,000 square feet of office space in four buildings with phased construction over the next two years; and

**WHEREAS**, retail water service to the Property will be provided by the Town, and the Property will be served by an individual on-site septic system; and

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

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

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

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

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

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

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

## **ARTICLE II**

### **DEVELOPMENT REGULATIONS**

2.1 Governing Regulations. Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations");

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

(b) The building, plumbing, electrical, mechanical, and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries, with such amendments being subject to any vested rights pursuant to Chapter 245 of the Texas Local Government Code (the "Building Codes");

(c) The Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual");

(d) Development standards applicable to the Commercial (C) zoning district as of the effective date (the "Development Standards");

(e) Final plat approved by the Town attached as **Exhibit B** and approved by the Town Council on May 11, 2017 (the "Final Plat");

(f) Site plan attached as **Exhibit C** (the "Site Plan"), which shall be the sole site plan for the Property. No additional site plan approvals shall be required by the Town unless a substantial change to the site plan is proposed by Owner, in which case the Town Council may approve an amended site plan without requiring an amendment to this Agreement; and

(g) the architectural standards depicted on **Exhibit D** (the "Architectural Standards") which shall establish the exclusive exterior construction and design standards for all buildings to be constructed on the Property.

2.2 Zoning. The Parties agree that the Property shall be developed, before and after annexation by the Town, in accordance with the Governing Regulations. The Town Council shall consider zoning the Property Commercial (C) upon annexation. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, this Agreement will prevail.

2.3 Development Standards Revisions and Waivers.

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

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the Town

Council. that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

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

### **ARTICLE III** **DEVELOPMENT PROCESS**

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

3.2 **Plat Required.** Subdivision of the Property shall require approval of a final plat by the Town in accordance with the Governing Regulations and this Agreement. No preliminary plat shall be required unless the Property is to be further subdivided. The Property may be developed in accordance with the Final Plat. Owner shall not be required to construct sidewalks. No improvements to Thompson Road shall be required in connection with the development of the Property.

#### **3.3 Design and Construction of Public Infrastructure.**

(a) All public infrastructure constructed or caused to be constructed by Owner shall be designed and constructed in compliance with the Governing Regulations. The public infrastructure shall consist of water and drainage improvements to serve the Property as described in Article IV of this Agreement and the Final Plat (the "Public Infrastructure"). No roadway infrastructure is required to be constructed in connection with the development of the Property, and the only sewer infrastructure will be an on-site septic system.

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

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

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

3.5 Building Permits: Inspection of Structures.

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

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

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

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

**ARTICLE IV**  
**PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE**

4.1 Retail Water Service; Construction of Water Infrastructure.

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

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

4.2 Sewer Service. Sewer service to the Property shall be provided by an individual on-site septic system.

4.4 Drainage. Drainage within the Property shall be handled by an on-site detention pond designed in accordance with Section 4.5 – Storage Design in the Engineering Design Manual. Owner shall be responsible for maintenance of the detention pond to be outlined in a maintenance agreement with the Town.

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

**ARTICLE V**  
**TERM OF AGREEMENT**

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

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

**ARTICLE VI**  
**ANNEXATION OF THE PROPERTY**

6.1 Annexation Petition. Owner agrees to submit a petition to the Town requesting annexation of the Property pursuant to § 43.028, Local Government Code (the "Annexation Petition") within two years after the Effective Date.

6.2 Annexation Process. Pursuant to § 212.172(b)(7), Local Government Code, the Town and Owner agree that annexation shall proceed in accordance with § 43.028, Local Government Code only. Pursuant to § 43.028, the Town will hold a hearing to deliberate regarding the petition requesting annexation within thirty (30) days of the submittal of the petition. Thereafter, an ordinance annexing the Property in accordance with § 43.028, Local Government Code, shall be on the agenda for a regular or special Town Council meeting.

**ARTICLE VII**  
**EVENTS OF DEFAULT; REMEDIES**

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

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

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared

obligation as between such tracts or developers; or

(c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(e) limit the Term.

## **ARTICLE VIII**

### **ASSIGNMENT AND ENCUMBRANCE**

8.1 Assignment by Owner to Successor Owners. The Owner shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Owner under this Agreement, without the prior written approval of the Town, which shall not be unreasonably withheld, delayed, or conditioned. If the Town approves a requested assignment, any successor owner shall assume the liabilities, responsibilities, and obligations of the Owner under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

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

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

of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

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

## **ARTICLE IX**

### **RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES**

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

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

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

## **ARTICLE X**

### **ADDITIONAL PROVISIONS**

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this

Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

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

To the Town:

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

To the Owner:

Northlake Office Park LLC  
Attn: Kevin Mansell  
701 W. Bailey Boswell Rd.  
Saginaw, TX 76179

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

10.4 Rough Proportionality. As additional consideration for the construction and fee waivers received by the Owner under this Agreement, the Owner agrees that all dedications, construction costs and other payments made by the Owner related to the Public Infrastructure are roughly proportional to the need for such Public Infrastructure created by the development of the Property and the Owner hereby waives any claim therefore that it may have. The Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs and other payments for the Public Infrastructure are related both in nature and extent to the impact of the Owner's development of the Property. The Owner waives and releases all claims against the

Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant this Agreement with respect to the Public Infrastructure and the projected impact of the Owner's development of the Property.

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

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

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

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

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

beneficiary of this Agreement.

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

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|           |                                          |
|-----------|------------------------------------------|
| Exhibit A | Metes and Bounds Description of Property |
| Exhibit B | Final Plat                               |
| Exhibit C | Site Plan                                |
| Exhibit D | Architectural Standards                  |

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

**TOWN OF NORTHLAKE**

By: \_\_\_\_\_  
Peter Dewing, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Shirley Rogers, Town Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ashley Dierker

STATE OF TEXAS                   §  
                                          §  
COUNTY OF DENTON           §

      This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2017, by Peter Dewing, Mayor of the Town of Northlake, Texas, on behalf of said Town.

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER**

**NORTHLAKE OFFICE PARK LLC, a**  
Texas limited liability company

By: \_\_\_\_\_  
Kevin Mansell, Managing Member

STATE OF TEXAS                   §  
                                             §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017,  
by Kevin Mansell, Managing Member of Northlake Office Park, LLC, a Texas limited liability  
company, on behalf of said limited liability company.

\_\_\_\_\_  
Notary Public, State of Texas

EXHIBIT "A"  
Meets and Bounds Description of Property

## **EXHIBIT "A"**

### **Legal Description**

A tract of land situated in the PATRICK ROCK SURVEY, ABSTRACT NUMBER 1063, Denton County Texas and being part of a 57.7925 acre tract of land described in a deed to AMI Development Group, LLC. as recorded in County Clerk File Number 95-R0031364, Real Property Records, Denton County, Texas;

The exterior boundary of said tract of land is further described as follows:

Commencing at a ½" iron rod found being in the West line of Kay's Road and being the Southeast corner of a tract of land described in a deed to the Town of Northlake as recorded in Volume 3434, Page 923 of the Real Property Records, Denton County, Texas and being in the North line of FM 407:

Thence S 89°40'56" West along the North line of FM 407 a distance of 384.63 feet to a capped ½" iron rod stamped EAGLE SURVEYING set for the Southeast corner of the herein described tract and being the POINT OF BEGINNING;

Thence S 89°40'56" W along the North line of Said FM 407 and the South line of said AMI Development Group, LLC tract a distance of 197.75 feet to a capped ½" iron rod stamped EAGLE SURVEYING set from which a capped iron rod found for the Southwest corner of said AMI Development Group, LLC tract bears South 89 degrees 40 minutes 56 seconds West a distance of 1049.62 feet;

Thence N 00°38'07" W 442.55' and marked by a capped ½" iron rod stamped EAGLE SURVEYING set for the Northwest corner of the herein described tract;

Thence N 89°44'23" E 198.48 feet to a railroad spike set for the Northeast corner of the herein described tract and being at the beginning of a curve to the right having a radius of 720.00 feet and a chord bearing and distance of South 01 degrees 36 minutes 44 seconds West, 62.80 feet;

Thence along said curve an arc length of 62.82 feet to a capped ½" iron rod stamped EAGLE SURVEYING set;

Thence S 00°53'45" E a distance of 379.60 feet to the POINT OF BEGINNING and containing 2.00 acres of land more or less.

EXHIBIT "B"  
Final Plat

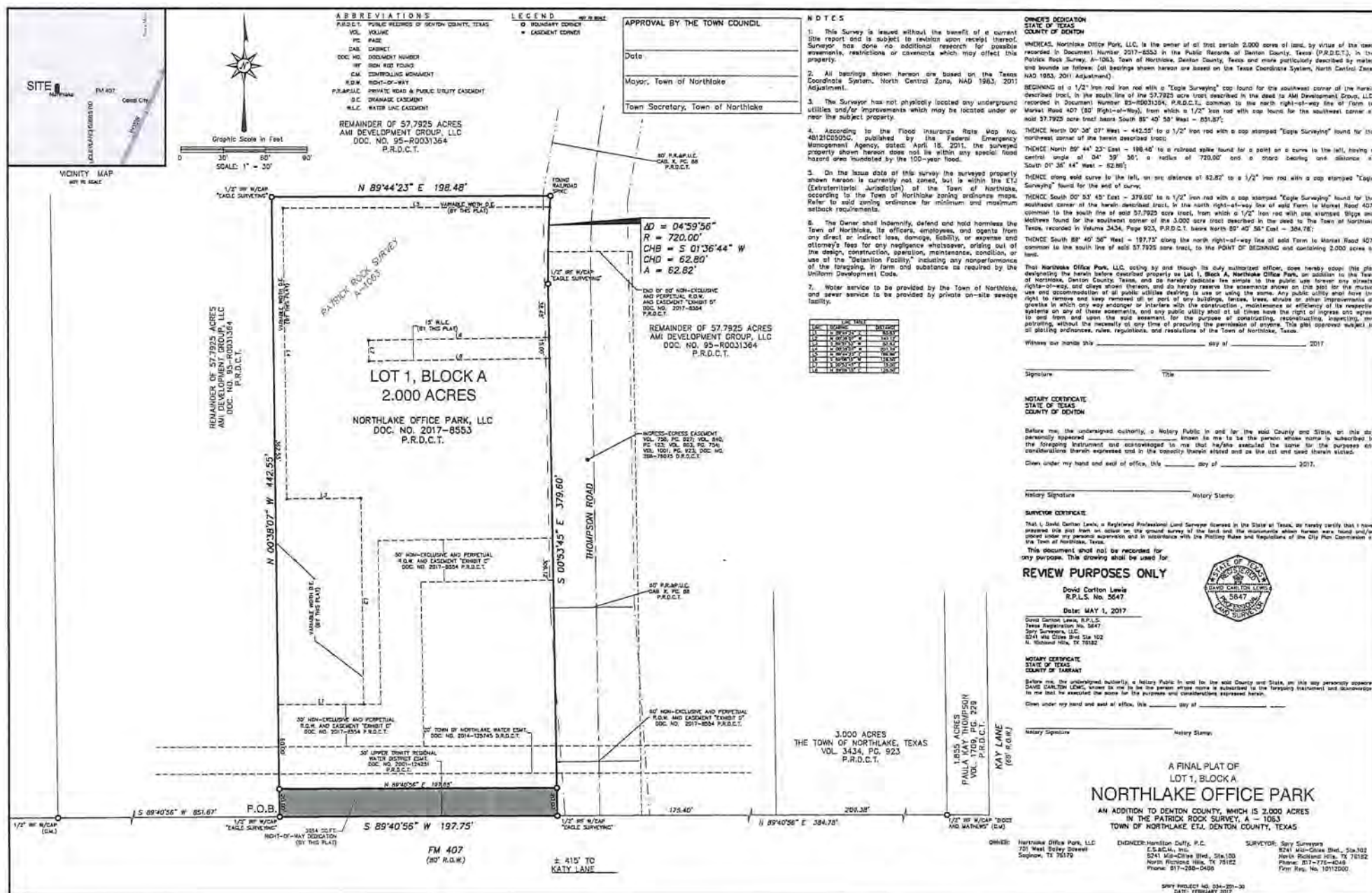


EXHIBIT "C"  
Site Plan

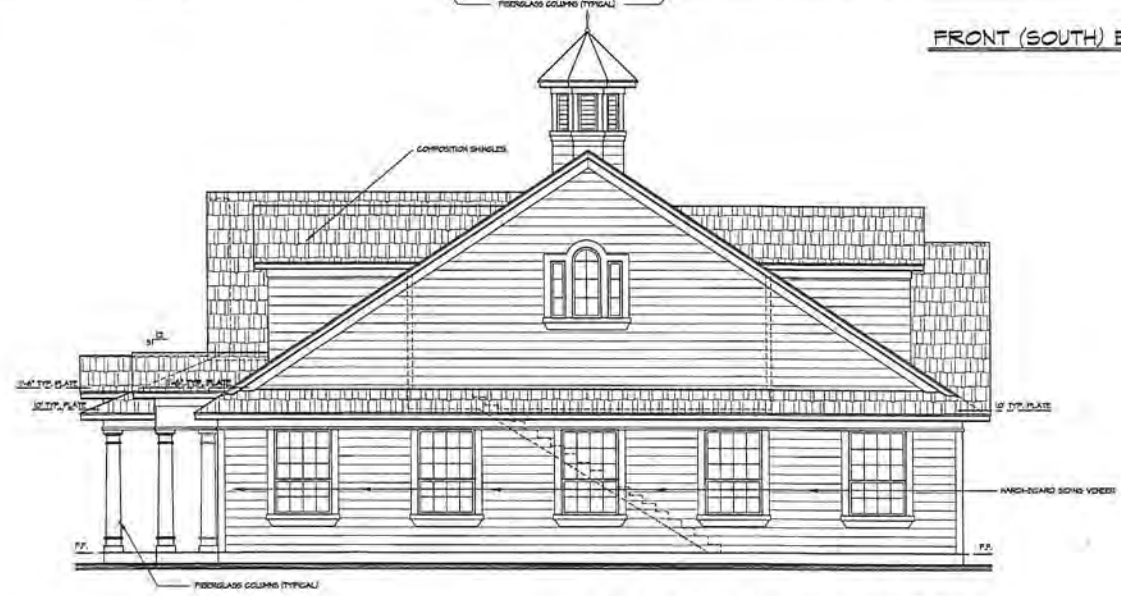


EXHIBIT "D"  
Architectural Standards

FILE NAME: 16-75-PLAN-16 (16-16-17).DWG

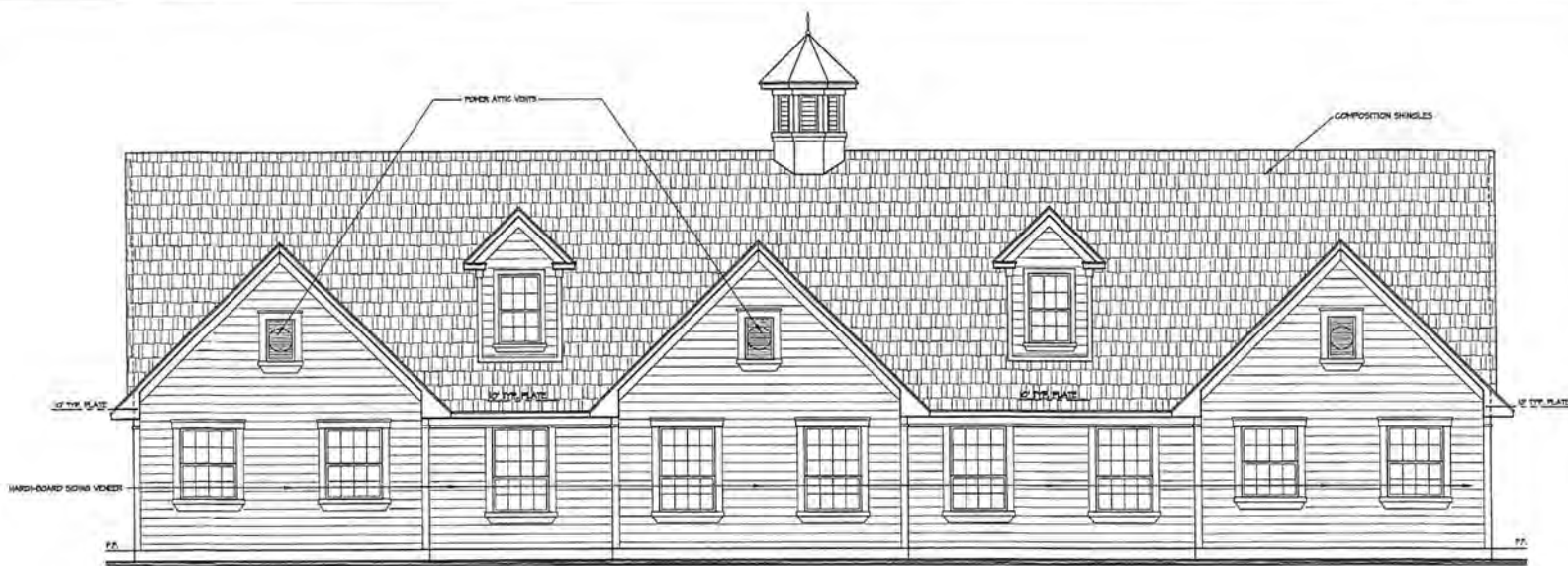


**FRONT (SOUTH) ELEVATION**  
SCALE: 1/4"=1'-0"

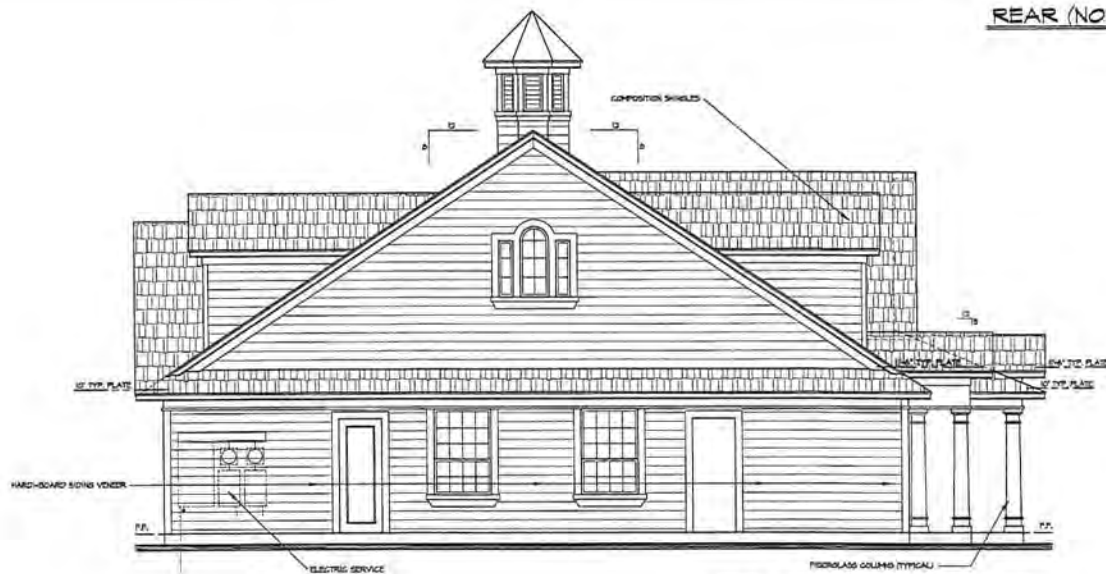


**RIGHT SIDE (EAST) ELEVATION**  
SCALE: 1/4"=1'-0"

**BUILDING ELEVATIONS**  
SCALE: 1/4"=1'-0"



REAR (NORTH) ELEVATION  
SCALE: 1/4"=1'-0"



LEFT SIDE (WEST) ELEVATION  
SCALE: 1/4"=1'-0"

BUILDING ELEVATIONS  
SCALE: 1/4"=1'-0"

# Memo

To: Honorable Mayor and Town Council  
From: Nathan Reddin, Development Director  
CC: Drew Corn, Town Administrator  
Shirley Rogers, Town Secretary  
Date: July 27, 2017  
Re: Site Plan for IHOP Restaurant (SP-17-005)

---

**Purpose:** Consider for approval a Site Plan for a proposed 4,364 square-foot IHOP Restaurant on 1.503 acres situated in the L. Medlin Survey, Abstract No. 830, to be platted as Lot 3, Block 5, Northport Addition, generally located on the north side of SH 114 approximately 800 feet east of the IH 35W northbound service road at 5050 SH 114, and zoned Commercial (C).

**Owner:** Northport Partners

**Applicant/Developer:** ACG Texas Restaurants

**Engineer:** RLK Engineering

**Existing Condition of the Property:** The subject property is currently vacant and is zoned Commercial (C). The site is adjacent to the Valero on the west side of the site. The vacant site to the east is proposed for a retail center which received site plan approval at the last Town Council meeting.

**Staff Analysis:**

***Access:*** Access to the site will be provided from SH 114 by connecting to existing driveways to Valero to the west and Farmer Brothers distribution center to the east. The driveways are within access easements which also provide connectivity for access to the IH 35W northbound service road.

***Parking:*** The building is proposed for an IHOP restaurant. The UDC requires one space per 100 square feet for restaurant use. A minimum of 44 spaces is required. 82 parking spaces are provided on the site plan of which four of the spaces will meet ADA requirements.

***Fencing, Lighting, and Signage:*** No fencing is required for screening since similar uses are on all sides of the site, and no fencing is proposed on the site plan. A masonry screening wall to match the building is proposed to enclose the dumpster. An Outdoor Lighting Plan is under review with the permit set of plans and must meet all requirements of the

UDC at time of permitting. No sign location is shown on the site plan. Any signage must meet the requirements of the UDC at time of permitting.

***Landscaping:***

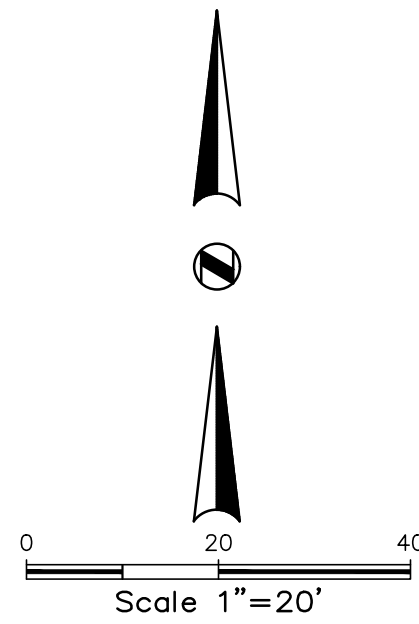
Detailed landscape plans have been provided showing landscaping generally meeting the requirements of the UDC. All requirements are met except for the 25-foot landscape strip required along the frontage of the lot along SH 114. The landscape strip is provided, but the required shade trees per 50-feet of frontage could not be planted within the strip due to conflicts with gas pipeline and utility easements along the SH 114 frontage. However, the required trees are planted elsewhere on the site instead with all alternate locations in front of the building to meet the intent of the tree planting requirement. Staff finds the alternative landscape plan acceptable since it provides for the total number of required trees, meeting the spirit and intent of the landscaping requirements.

***Building Elevations:***

Architectural elevations of the building are provided showing all four sides of the proposed building. The building elevations appear to comply with the requirements of the UDC except for the exterior materials. The UDC requires that a maximum of 15% of the façade of a commercial building, exclusive of doors and windows, shall include EIFS or cementitious fiberboard. The proposed façade contains 15% EIFS, but it also shows 5% Nichiha wood panel, a cementitious fiberboard product. The UDC provides that Town Council may approve a variance to the exterior materials requirements with the site plan approval based upon architectural design and creativity. Staff has no objection to this variance.

***Drainage and Utilities:*** Preliminary plans for storm drainage and utilities are shown on the site plan. The Town Engineer has reviewed them and finds them generally acceptable. More detailed plans provided for permitting are currently under review.

**Staff Findings:** Staff has reviewed the site plan package and finds it meets or exceeds all applicable requirements of the Unified Development Code (UDC). Staff finds the site plan acceptable for approval as submitted with the alternative landscape plan and variance for exterior building materials to be considered.

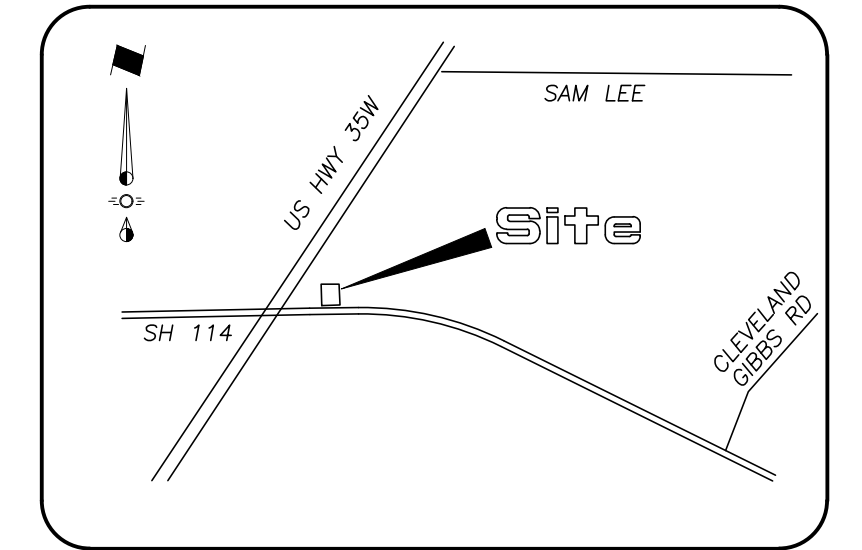


Zoning C  
Lot 7, Block 5  
Northport Addition  
CC No. 2009-205  
P.R.D.C.T.  
Valero Fueling Station

Zoning C  
Called 2.037 Acres  
BDC Family Limited Partnership  
CC No. 2016-95657  
L.R.D.C.T.  
Rosa's Cafe

#### FLOOD NOTE:

Said described property is located within an area having a Zone Designation "X" (Unshaded) by the Secretary of Housing and Urban Development, on Flood Insurance Rate Map No. 48085C0495G, with a date of identification of April 18, 2011, for Community Number 480782, in Denton County, State of Texas, which is the current Flood Insurance Rate Map for the community in which the Premises is situated.



Vicinity Map

#### Metes And Bounds

WHEREAS, Northport Partners, LLC, is the owner of a tract of land situated in the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas, and being part of Tract 3, a called 27.284 acre tract conveyed to Northport Partners, LLC, as recorded in Document No. 2015-83003, Official Public Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at an "x" cut set for corner in the north line of State Highway No. 114 (a variable width R.O.W.), said point being the southeast corner of Lot 7, Block 5, Northport Addition, an addition to the Town of Northlake as recorded in Document No. 2009-205, Plat Records of Denton County, Texas;

THENCE N01°26'26"E, leaving State Highway No. 114, and with the east line of said Lot 7, Block 5, a distance of 59.85 feet to an "x" cut set for corner;

THENCE N25°45'40"E, with the east line of said Lot 5, Block 7, a distance of 221.48 feet to an "x" cut set for corner;

THENCE S89°50'55"E, a distance of 41.66 feet to a 1/2" iron rod set with yellow plastic cap stamped "4613" for corner;

THENCE N35°42'05"E, a distance of 34.18 feet to an "x" cut set for corner;

THENCE S89°50'55"E, a distance of 114.13 feet to a 1/2" iron rod set with yellow plastic cap stamped "4613" for corner;

THENCE S00°09'05"W, a distance of 295.68 feet to a 1/2" iron rod set with yellow plastic cap stamped "4613" for corner in the aforementioned north line of State Highway No. 114;

THENCE N88°03'23"W, with the north line of State Highway No. 114, a distance of 248.63 feet to a 1/2" iron rod set with yellow plastic cap stamped "4613" for corner;

THENCE N88°33'34"W, with the north line of State Highway No. 114, a distance of 24.23 feet to the POINT OF BEGINNING and CONTAINING 65,479 square feet, or 1.503 acres of land.

#### SITE DATA SUMMARY

|                        |                     |
|------------------------|---------------------|
| Zoning                 | Commercial (C)      |
| Proposed Use           | Restaurant          |
| Lot Area               | 1.503 Ac (65,479sf) |
| Building Area Total:   | 4,364 SF            |
| Building Height:       | 1-Story (26'-5")    |
| Lot Coverage           | 6.66%               |
| Floor Area Ratio       | 0.066 : 1           |
| Impervious Surface     | 45,901 SF           |
| Parking Tabulations    |                     |
| Restaurant (1:100)     | 4,364/100 = 44 Sp   |
| Total Parking Required | 44 Spaces           |
| HC Parking Required:   | 4 Spaces            |
| HC Parking Provided:   | 4 Spaces            |
| Total Parking Provided | 82 Spaces           |



All signage shall meet the requirements of the Town of Northlake UDC at time of permitting.

All site lighting shall meet the requirements of the Town of Northlake UDC at time of permitting.

#### SITE PLAN

OF

## IHOP

5050 State Highway 114  
LOT 3, BLOCK 5, Northport Addition  
1.503 Acres Situated In The  
LEWIS MEDLIN SURVEY ~ ABST. 830  
NORTHLAKE, DENTON COUNTY, TEXAS  
Zoned Commercial (C)

#### Owner

Northport Partners, LLC  
401 Marshall Road  
Southlake, Texas 76092  
Telephone 972 979-5381

#### Engineer

RLK Engineering, Inc.  
Texas Registration No. 579  
111 West Main Street  
Allen, Texas 75013  
Telephone 972 359-1733

#### Surveyor

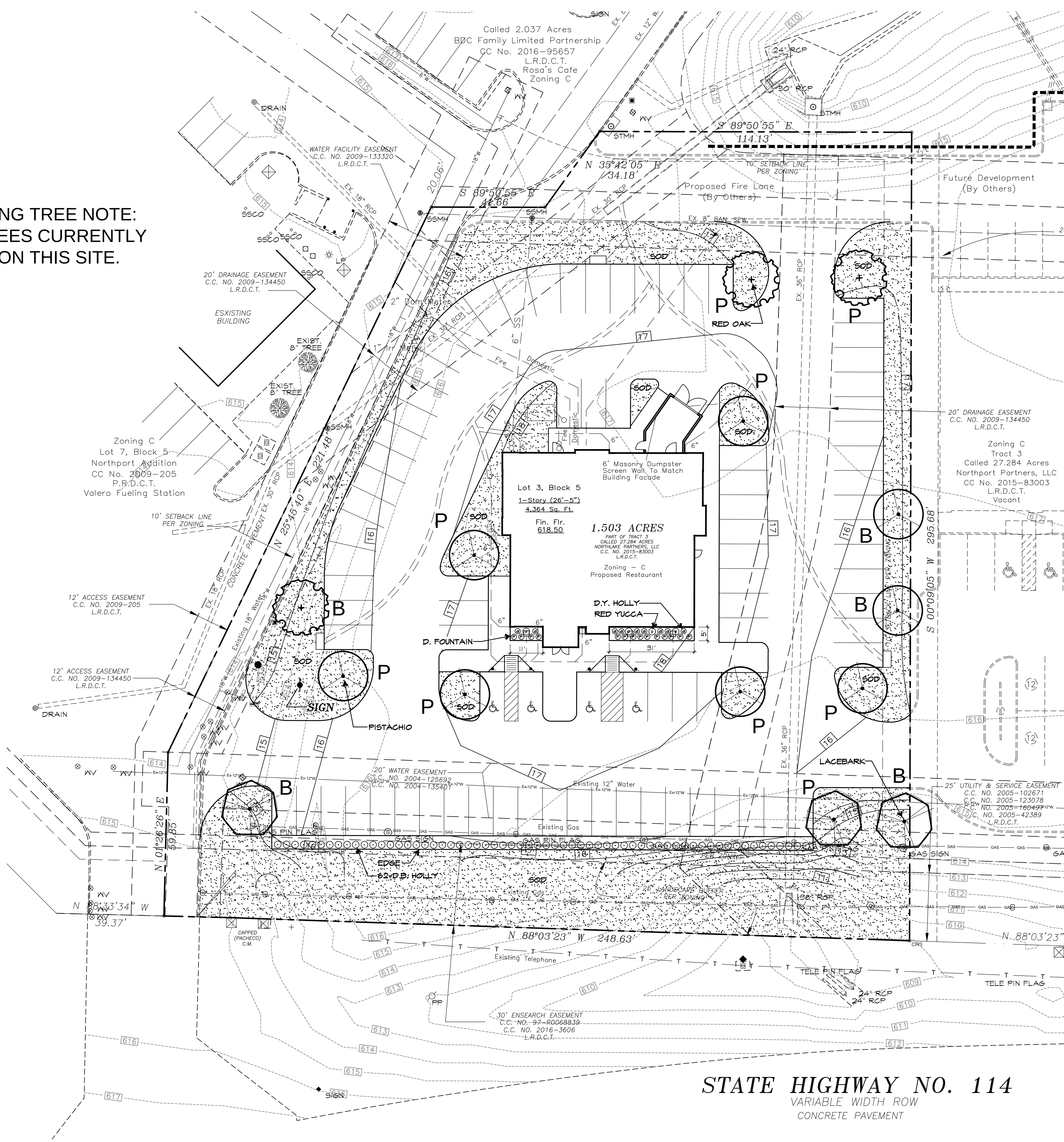
Surdukan Surveying, Inc.  
Firm No. 10069500  
PO Box 126  
Anna, Texas 75409  
Telephone 972 924-8200

July 20, 2017

C 1

STATE HIGHWAY NO. 114  
VARIABLE WIDTH ROW  
CONCRETE PAVEMENT

\* EXISTING TREE NOTE:  
NO TREES CURRENTLY  
EXIST ON THIS SITE.



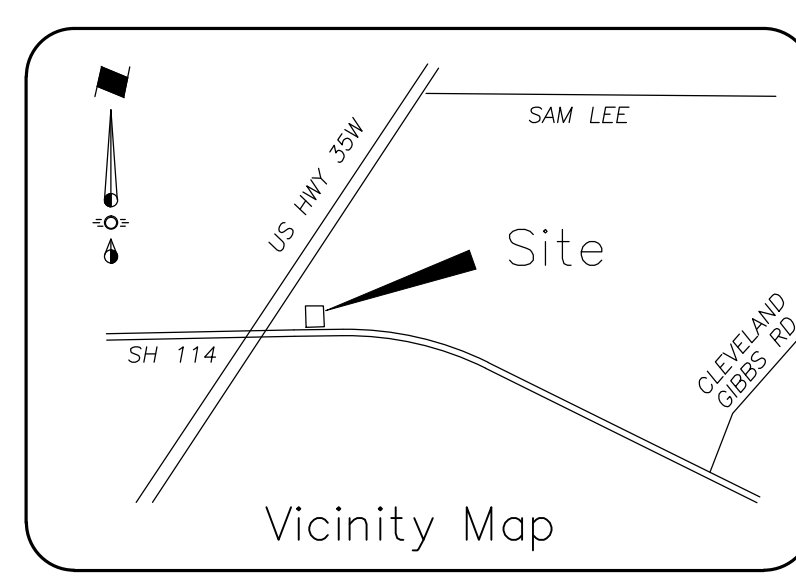
LANDSCAPE TABULATIONS

|                                                                                                                                                                                                                                                                |  |                                                              |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------|
| <b>LANDSCAPE STRIP</b><br>25' WIDE ADJ. TO MAJOR THOROFARE, 15' AT OTHER ROADS<br>LANDSCAPE STRIP REQUIRED<br>LANDSCAPE STRIP PROVIDED<br>LANDSCAPE STRIP TREES REQUIRED (244 LF / 50 LF = )<br>LANDSCAPE STRIP TREES PROVIDED (NOT IN STRIP DUE TO EASEMENTS) |  | 25 LF<br>25 LF<br>25 LF<br>5 TREES                           |
| <b>PARKING SCREENING</b><br>10 GAL SHRUBS, SPACING PER SPECIES, OR BERM<br>SCREENING REQUIRED<br>SCREENING PROVIDED                                                                                                                                            |  | SHRUBS OR BERM<br>SHRUBS                                     |
| <b>INTERIOR LANDSCAPING</b><br>1 - 25' TREE PER 10 SPACES OR PORTION, 8% OPEN SPACE PROVIDED IN ISLANDS OR 5' PERIMETER ONLY.<br>TOTAL PARKING SPACES<br>PARKING TREES REQUIRED (82 SPACES / 10 = )<br>PARKING TREES PROVIDED                                  |  | 82 SPACES<br>P 4 TREES<br>4 TREES                            |
| <b>FOUNDATION PLANTING</b><br>5' WIDE FOR 50% OF FACADE FACING HIGH VISIBILITY AREAS<br>FACADE LENGTH<br>FACADE PLANTING REQUIRED (68 LF X 50% = )<br>FACADE PLANTING PROVIDED                                                                                 |  | 28,450 SF<br>2,271 SF<br>2,423 SF<br>68 LF<br>34 LF<br>42 LF |

IRRIGATION NOTE:  
ALL REQUIRED LANDSCAPE AREAS SHALL BE PROVIDED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM WITH RAIN AND FREEZE SENSORS.

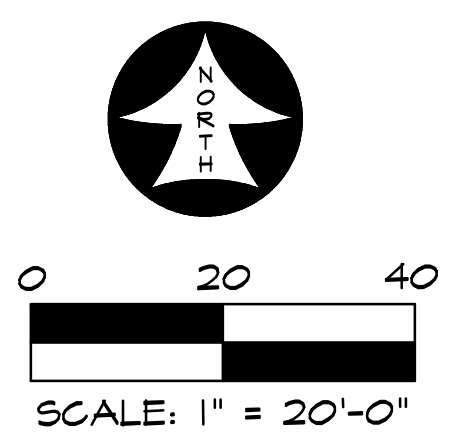
| TREES         |        |             |                                                                   |                                   |                                                                               |
|---------------|--------|-------------|-------------------------------------------------------------------|-----------------------------------|-------------------------------------------------------------------------------|
| QUANTITY      | SYMBOL | CALLOUT     | COMMON NAME                                                       | SCIENTIFIC NAME                   | SIZE & CONDITION                                                              |
| 3             |        | RED OAK     | Shumard Red Oak                                                   | Quercus shumardii                 | 3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy |
| 3             |        | LACEBARK    | Lacebark Elm                                                      | Ulmus parvifolia                  | 3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy |
| 3             |        | PISTACHIO   | Chinese Pistachio                                                 | Pistacia chinensis                | 3" caliper, 10'-12' Ht./ 4'-5' spread, B&B straight trunk full rounded canopy |
| SHRUBS        |        |             |                                                                   |                                   |                                                                               |
| QUANTITY      | SYMBOL | CALLOUT     | COMMON NAME                                                       | SCIENTIFIC NAME                   | SIZE AND CONDITION                                                            |
| 1             |        | D.Y. HOLLY  | Dwarf Yaupon Holly                                                | Ilex vomitoria 'Nana'             | 5 gallon, 16" Ht./14" spread, bushy, full to ground                           |
| 62            |        | D.B. HOLLY  | Dwarf Burford Holly                                               | Ilex cornuta 'Nana'               | 10 gallon, 24" Ht./18" spread, bushy, full to ground                          |
| 14            |        | D. FOUNTAIN | Dwarf Fountain Grass                                              | Pennisetum alopecuroides 'hamlin' | 1 gallon                                                                      |
| 4             |        | RED YUCCA   | Red Yucca                                                         | Hesperaloe parviflora             | 5 gallon                                                                      |
| GROUND COVER  |        |             |                                                                   |                                   |                                                                               |
| QUANTITY      | SYMBOL | CALLOUT     | COMMON NAME                                                       | SCIENTIFIC NAME                   | SIZE AND CONDITION                                                            |
| AS SHOWN      |        | SOD         | Common Bermuda Grass                                              | Cynodon dactylon                  | Sod refer to specifications                                                   |
| MISCELLANEOUS |        |             |                                                                   |                                   |                                                                               |
| AS SHOWN      |        | EDGE        | L.F. Ryerson steel edge 1/8" x 4" with 12" stakes, green in color |                                   |                                                                               |

LANDSCAPE CONTRACTOR SHALL VERIFY ALL PLANT QUANTITIES

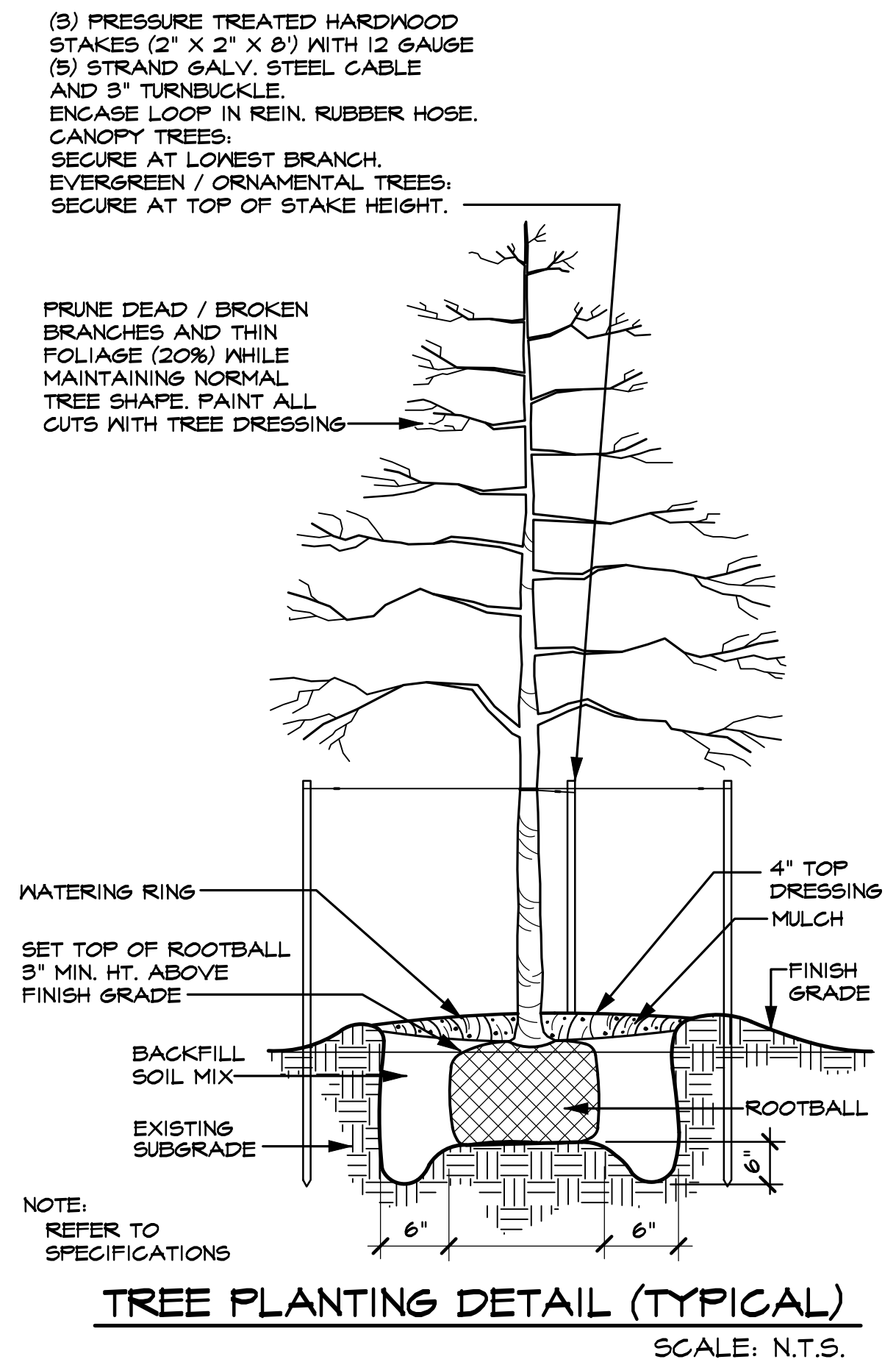
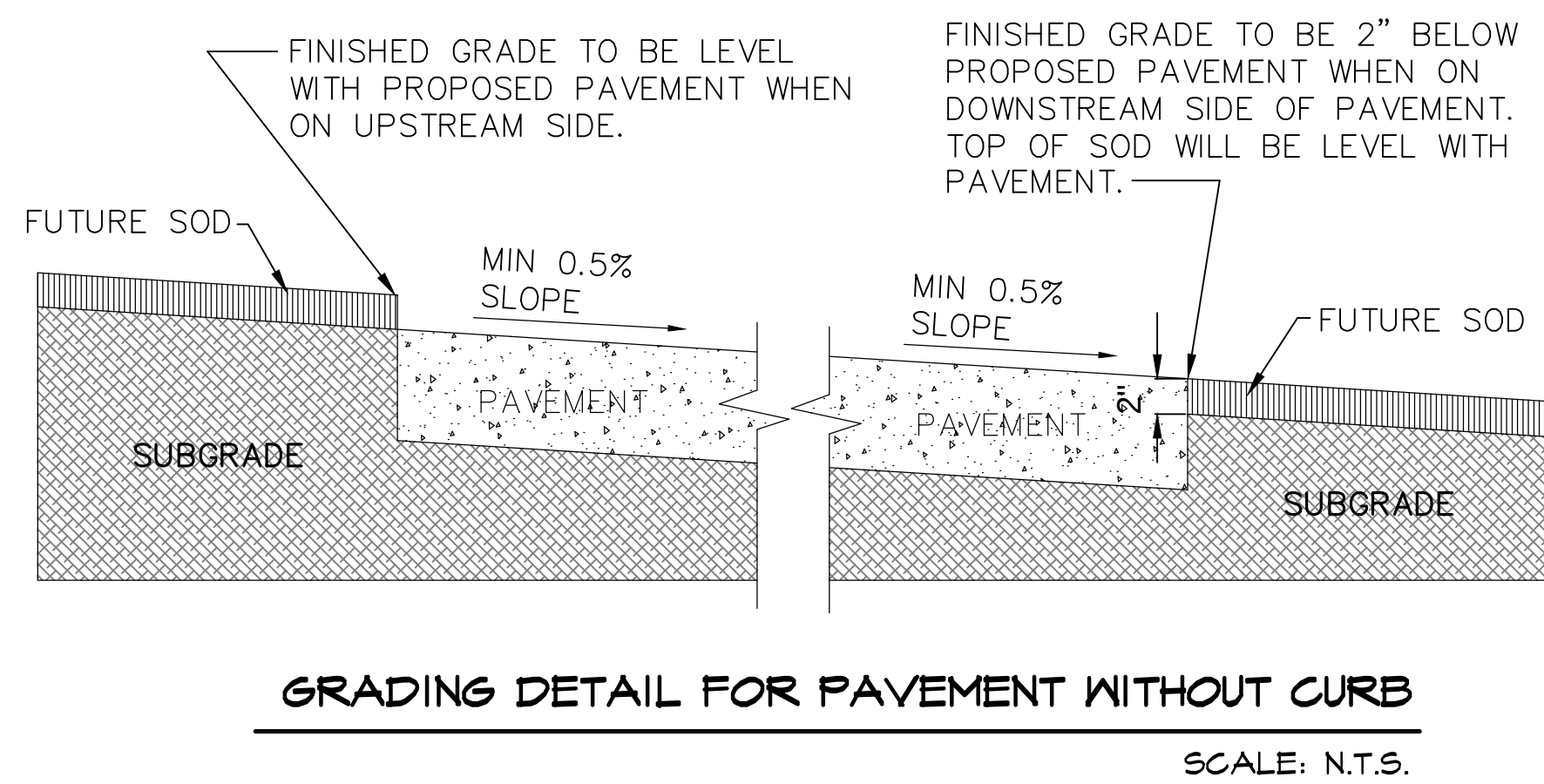
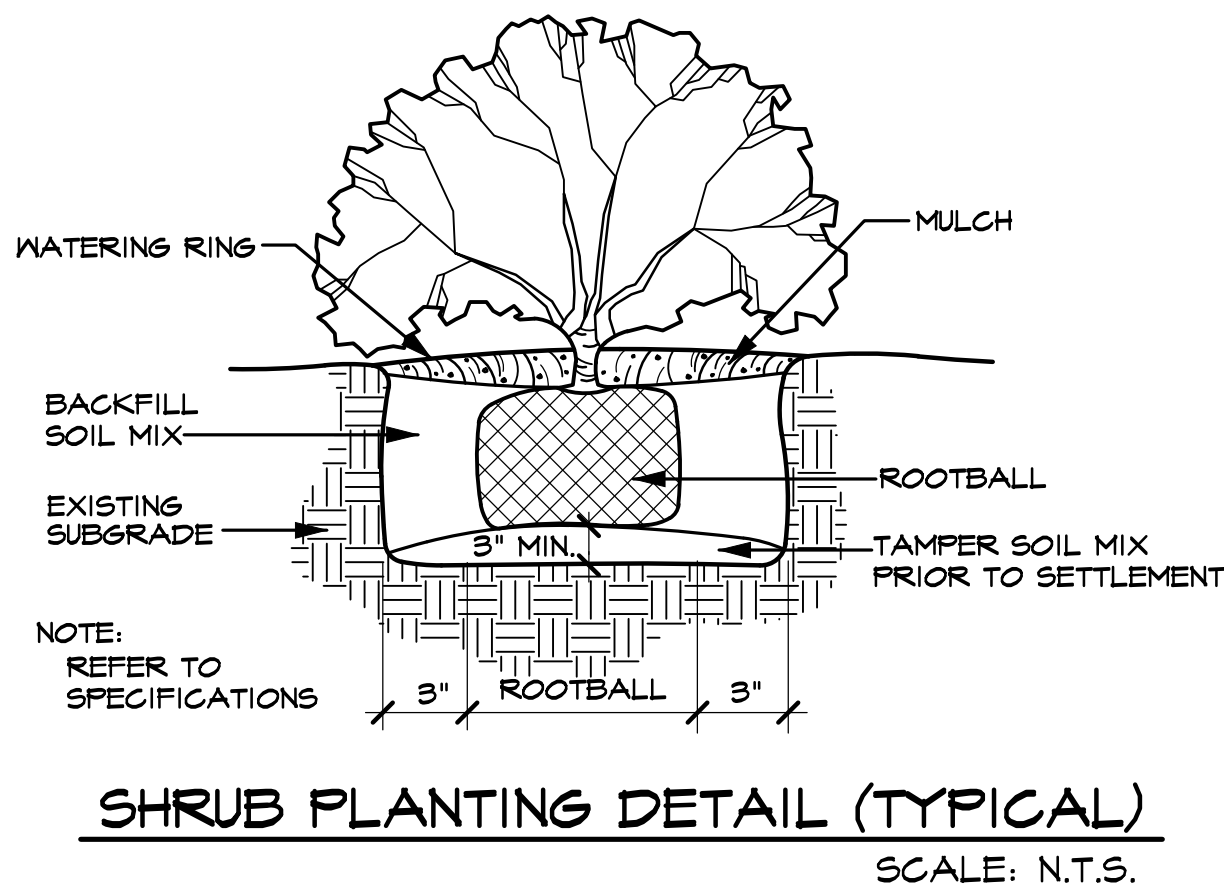


Owner  
Northport Partners, LLC  
401 Marshall Road  
Southlake, Texas 76092  
Telephone 972 861-5757

LANDSCAPE PLAN  
OF  
IHOP  
5050 STATE HIGHWAY 114  
LOT 3, BLOCK 5,  
NORTHPORT ADDITION  
1.503 Acres Situated In The  
LEWIS MEDLIN SURVEY ~ ABST. 830  
NORTHLAKE, DENTON COUNTY, TEXAS  
Zoned Commercial (C)  
June 22, 2017  
Revised: July 20, 2017



| REVISION | DATE      | DESCRIPTION | RAMSEY LANDSCAPE ARCHITECTS, LLC<br>11914 WISHING WELL CT.<br>FRISCO, TEXAS 75035<br>PHONE (972) 335-0889 | THIS DOCUMENT IS<br>RELEASED FOR THE<br>PURPOSE OF INTERIM<br>REVIEW UNDER THE<br>AUTHORITY OF<br>MICHAEL RAMSEY<br>REGISTERED LANDSCAPE<br>ARCHITECT #1901<br>FOR PERMIT ONLY | LANDSCAPE PLAN           |                            |
|----------|-----------|-------------|-----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|----------------------------|
|          | 6/23/2017 | PERMIT ONLY |                                                                                                           |                                                                                                                                                                                | DESIGNED BY:<br>RLA      | DRAWING SCALE:<br>7" = 20' |
|          |           |             |                                                                                                           |                                                                                                                                                                                | DRAWN BY:<br>RLA         | DRAWING DATE:<br>6/22/2017 |
|          |           |             |                                                                                                           |                                                                                                                                                                                | SHEET:<br><b>L1</b> OF — |                            |
|          |           |             |                                                                                                           |                                                                                                                                                                                |                          |                            |



#### REPLANTING OF DISTURBED AREAS

LANDSCAPE AREAS DISTURBED BY CONSTRUCTION THAT ARE NOT SHOWN TO RECEIVE GRASS PER THE PLANS SHALL RECEIVE SOD (INCLUDING UTILITY TRENCHES) TO PROVIDE A FULL STAND OF GRASS PER THE SPECIFICATIONS.

LANDSCAPE DETAILS  
OF  
IHOP  
5050 STATE HIGHWAY 114  
LOT 3, BLOCK 5,  
NORTHPORT ADDITION  
1.503 Acres Situated in the  
LEWIS MEDLIN SURVEY ~ ABST. 830  
NORTHLAKE, DENTON COUNTY, TEXAS  
Zoned Commercial (C)  
June 22, 2017  
Revised: July 20, 2017

| REVISION | DATE      | DESCRIPTION |
|----------|-----------|-------------|
|          | 6/23/2017 | PERMIT ONLY |
|          |           |             |
|          |           |             |
|          |           |             |
|          |           |             |

#### RAMSEY LANDSCAPE ARCHITECTS, LLC

11914 WISHING WELL CT.  
FRISCO, TEXAS 75035  
PHONE (972) 335-0889

THIS DOCUMENT IS  
RELEASED FOR THE  
PURPOSE OF INTERIM  
REVIEW UNDER THE  
AUTHORITY OF  
MICHAEL RAMSEY  
REGISTERED LANDSCAPE  
ARCHITECT #1901  
FOR PERMIT ONLY

#### LANDSCAPE DETAILS

IHOP  
S.H. 114  
NORTHLAKE, TEXAS

|                     |                            |
|---------------------|----------------------------|
| DESIGNED BY:<br>RLA | DRAWING SCALE:<br>N.T.S.   |
| DRAWN BY:<br>RLA    | DRAWING DATE:<br>6/22/2017 |

SHEET:

L2 OF —

Exterior Elevations Northlake, TX  
July 18, 2017



| East Elevation       |      |            |
|----------------------|------|------------|
| Material             | Area | Percentage |
| Gross wall area      | 1359 |            |
| Glazing and doors    | 138  |            |
| Net wall area        | 1221 | 100        |
| Stone Area           | 386  | 32         |
| Metal Entry Roofing  | 62   | 5          |
| Stucco               | 520  | 43         |
| EIFS                 | 189  | 15         |
| Metal Reveals/Coping | 64   | 5          |

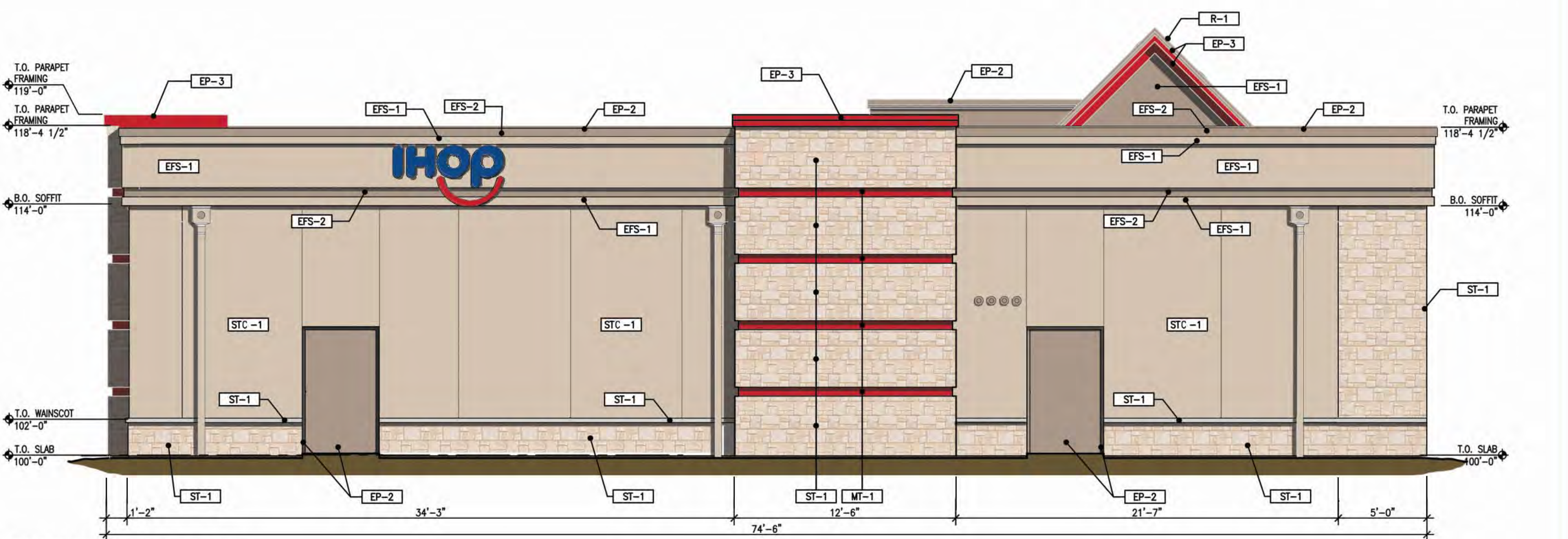


| South Elevation      |      |            |
|----------------------|------|------------|
| Material             | Area | Percentage |
| Gross wall area      | 1452 |            |
| Glazing and doors    | 215  |            |
| Net wall area        | 1237 | 100        |
| Stone Area           | 442  | 36         |
| Nichiha Panels       | 244  | 20         |
| Stucco               | 314  | 25         |
| EIFS                 | 160  | 13         |
| Metal Reveals/Coping | 77   | 6          |



| West Elevation       |      |            |
|----------------------|------|------------|
| Material             | Area | Percentage |
| Gross wall area      | 945  |            |
| Glazing and doors    | 128  |            |
| Net wall area        | 817  | 100        |
| Stone Area           | 437  | 53         |
| Stucco               | 212  | 26         |
| EIFS                 | 122  | 15         |
| Metal Reveals/Coping | 46   | 6          |

\*Note: Standing seam roof not included in area calculations



| North Elevation      |      |            |
|----------------------|------|------------|
| Material             | Area | Percentage |
| Gross wall area      | 1404 |            |
| Glazing and doors    | 56   |            |
| Net wall area        | 1348 | 100        |
| Stone Area           | 398  | 30         |
| Stucco               | 650  | 48         |
| EIFS                 | 208  | 15         |
| Metal Reveals/Coping | 92   | 7          |



07.18.2017



- TABLE 9.1 POINT SYSTEM FOR REQUIRED DESIGN ELEMENTS
- | POINTS | ELEMENTS DESCRIPTION                                                                                                               |
|--------|------------------------------------------------------------------------------------------------------------------------------------|
| 3      | CANOPIES/AWNING — COVERINGS OF CANVAS, METAL, OR OTHER MATERIAL HUNG FROM THE BUILDING FAÇADE TO PROTECT WINDOWS OR DOOR OPENINGS. |
| 2      | GABLED ELEMENTS — IF A FLAT ROOF IS USED, GABLED PARAPET WALLS ARE USED TO BREAK UP LONG FAÇADES.                                  |
| 3      | VARIED ROOF HEIGHTS — WITHIN A PITCHED ROOF, VARIED ROOF HEIGHTS OR DORMERS TO BREAK UP THE LINE OF THE ROOF.                      |
| 2      | ARCH. DETAILS IN THE FAÇADE — I.E. ORNAMENTAL BRICKWORK, LIMESTONE WINDOW/DOOR LINTELS, ETC.                                       |
| 1      | STANDING SEAM METAL ROOF — USE OF STANDING SEAM METAL ROOF MATERIALS FOR A PITCHED ROOF OR MANSARD ROOF ELEMENTS.                  |
| 11     | POINTS TOTAL                                                                                                                       |

| OVERALL BUILDING MATERIALS |      |            |
|----------------------------|------|------------|
| Material                   | Area | Percentage |
| Gross wall area            | 5160 |            |
| Glazing and doors          | 537  |            |
| Net wall area              | 4623 | 100        |
| Stone Area                 | 1663 | 36         |
| Stucco                     | 1696 | 37         |
| EIFS                       | 679  | 15         |
| METAL ENTRY ROOF           | 62   | 1          |
| NICHIHA WOOD PANEL         | 244  | 5          |
| Metal Reveals/Coping       | 279  | 6          |

| SCHEDULE LEGEND        |                                          |
|------------------------|------------------------------------------|
| EXTERIOR PAINT         |                                          |
| EP-1                   | BALANCED BEIGE (LIGHT TAN)               |
| EP-2                   | SYCAMORE TAN (MEDIUM TAN)                |
| EP-3                   | FIREWORKS (RED)                          |
| EXTERIOR WALL FINISHES |                                          |
| EFS-1                  | BALANCED BEIGE EIFS                      |
| EFS-2                  | SYCAMORE TAN EIFS                        |
| ST-1                   | HILL COUNTRY CHALK                       |
| STC-1                  | BALANCED BEIGE STUCCO                    |
| ROOFING                |                                          |
| R-1                    | STANDING SEAM METAL ROOFING — AWARD BLUE |
| MISC. EXTERIOR         |                                          |
| WP-1                   | NICHIHA FIBER WALL PANEL                 |
| MT-1                   | METAL REVEAL — COLOR TO MATCH EP-3       |



**TOWN OF NORTHLAKE, TEXAS**

**RESOLUTION NO. 17-17**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH HD COOK'S ROCK SOLID, INC. FOR ROAD IMPROVEMENTS TO FLORANCE ROAD FROM FM 407 TO STRADER ROAD**

**WHEREAS**, the Town Council of the Town of Northlake, Texas, understands the need to provide safe and reliable roads and thoroughfares residents and the public; and

**WHEREAS**, constructed in 2005, Florance Road was designed for vehicles of approximately 30,000 pounds; and

**WHEREAS**, shortly after construction hydraulic fracturing technology changed natural gas production and brought water trucks of 80,000 pounds;

**WHEREAS**, since 2007 when warranty works was completed, the Town of Northlake Public Works department has made multiple repairs, patches and partial reconstruction; and

**WHEREAS**, the Town has issued \$6,990,000 of Certificates of Obligation (Series 2016) to fund this project and other road improvements and purchase of equipment; and

**WHEREAS**, of the \$6,990,000, \$1,000,000 was budgeted for this project; and

**WHEREAS**, the Town has issued a request for bid for the project, received seven bids and has qualified the lowest bidder, HD Cook's Rock Solid, Inc.; and

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

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

**SECTION 2.** That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract for the resurfacing of Florance Road with consultation from Town staff and other Town consultants.

**SECTION 3.** The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with HD Cook's Rock Solid, Inc. whereby the Town will receive road improvements at a cost not to exceed \$872,175.50.

**PASSED AND APPROVED THIS THE 27<sup>TH</sup> DAY OF JULY, 2017**

**TOWN OF NORTHLAKE, TEXAS**

\_\_\_\_\_  
PETER DEWING, Mayor

ATTEST:

\_\_\_\_\_  
SHIRLEY ROGERS, Town Secretary



July 7, 2017  
AVO 31647, MA03

Mr. Drew Corn  
Town Administrator  
Town of Northlake  
1400 FM 407  
Northlake, Texas 76247

Re: TR-17-20 – Florance Road from FM 407 to Strader Road

Dear Mr. Corn:

Bids were opened on the above-referenced project on Thursday, June 1, 2017, at the Town of Northlake. Seven (7) bids were received, and they ranged from a high bid of \$1,275,245.95 to a low bid of \$872,175.50. HD Cook's Rock Solid, Inc. was the low bidder. We have contacted Lockheed Martin, Teague Nall & Perkins and Gibson & Associates who have awarded similar projects to HD Cook's Rock Solid to verify their qualifications.

In a conversation with Mr. Chad Head with Lockheed Martin concerning Rock Solid's performance on their Runstation 1 Pavement Reconstruction project, Mr. Head stated that Rock Solid was still working for them and performing a good job. He also stated, "They are a family-run business and Mr. Cook stays on top of things". He gave no reason for Northlake to deny the award of the above-referenced project to HD Cook's Rock Solid.

In a phone call with Mr. Gary Vickery with Teague Nall & Perkins he was very complimentary of the work performed by HD Cook's Rock Solid on the narrow asphalt street for the Town of Bartonville. The scope of work for Florance Road is the exactly the same as what Rock Solid performed for Bartonville just slightly larger in size. Mr. Vickery stated that Rock Solid was able to maintain traffic during construction and there were no complaints from anyone in the small mobile home park where the work was performed. Mr. Vickery also said he was "really happy with their work" and "he would be happy to award another project to them".

Lastly, I spoke with Trey Meador with Gibson & Associates. They are a large contractor that has subcontracted HD Cook's Rock Solid for 15 years. After describing the Florance Road scope of work to Mr. Meador, he stated the project would be "in Charlie's wheelhouse". Mr. Meador also said Mr. Cook "always does a good job".



Mr. Drew Corn

July 7, 2017

Page 2

There are currently no judgements, claims, arbitration proceedings or suits pending or outstanding against their organization or officers.

It is the opinion of Halff Associates that HD Cook's Rock Solid, Inc. is qualified to construct the Florance Road improvements, and they be awarded a construction contract in the amount of \$872,175.50.

If you have any questions or need additional information, please call me at (817) 847-1422.

Sincerely,

**HALFF ASSOCIATES, INC.**

TBPE Firm No.: 312

A handwritten signature in blue ink, appearing to read "B. L. McGahey", is written over a faint, larger blue signature.

Benjamin L. McGahey, P.E.

**TOWN OF NORTHLAKE, TEXAS**

**RESOLUTION NO. 17-18**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH PEACHTREE CONSTRUCTION, LTD. FOR ROAD IMPROVEMENTS TO CLEVELAND-GIBBS ROAD FROM DALE EARNHARDT WAY TO SAM LEE ROAD**

**WHEREAS**, the Town Council of the Town of Northlake, Texas, understands the need to provide safe and reliable roads and thoroughfares residents and the public; and

**WHEREAS**, in 2016, Stream Realty as part of the Northport 35 project improved the west lane of Cleveland-Gibbs contiguous to their property; and

**WHEREAS**, the east lane is the responsibility of the Town through a interlocal agreement with Denton County; and

**WHEREAS**, the property owners to the east of this road are in the extra-territorial jurisdiction of the Town; and

**WHEREAS**, the Town has issued \$6,990,000 of Certificates of Obligation (Series 2016) to fund this project and other road improvements and purchase of equipment; and

**WHEREAS**, of the \$6,990,000, \$1,000,000 was budgeted for another project and cost savings exist; and

**WHEREAS**, the Town has issued a request for bid for the project, received eight bids and has qualified the lowest bidder, Peachtree Construction, Ltd.; and

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

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

**SECTION 2.** That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract for the resurfacing of Cleveland-Gibbs Road with consultation from Town staff and other Town consultants.

**SECTION 3.** The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with Peachtree Construction, Ltd. whereby the Town will receive road improvements at a cost not to exceed \$98,666.10.

**PASSED AND APPROVED THIS THE 27<sup>TH</sup> DAY OF JULY, 2017**

**TOWN OF NORTHLAKE, TEXAS**

\_\_\_\_\_  
PETER DEWING, Mayor

ATTEST:

\_\_\_\_\_  
SHIRLEY ROGERS, Town Secretary



June 26, 2017  
AVO 31647, MA03

Mr. Drew Corn  
Town Administrator  
Town of Northlake  
1400 FM 407  
Northlake, Texas 76247

Re: TR-17-10 - Cleveland-Gibbs Road from Dale Earnhardt Way Intersection to Northlake Village RV Park

Dear Mr. Corn:

Bids were opened on the above-referenced project on Thursday, June 1, 2017, at the Town of Northlake. Eight (8) bids were received, and they ranged from a high bid of \$229,825.00 to a low bid of \$98,666.10. Peachtree Construction, Ltd. was the low bidder. We have contacted the cities of Keller and Fort Worth who have awarded similar projects to Peachtree Construction to verify their qualifications.

In a conversation with Mr. Kristian Sugrim with the City of Fort Worth concerning Peachtree Construction's performance on their Street Rehabilitation (HMAC 2015-2) project, Mr. Sugrim stated that Peachtree was "very responsive" and were a contractor that would "get it done". He also mentioned that Fort Worth awards two (2) contracts per year to Peachtree. He gave no reason for Northlake to deny the award of the above-referenced project to Peachtree.

We also emailed Chad Bartee, City of Keller City Engineer, regarding Peachtree Construction's performance on two Keller projects, 2014 and 2015 Residential Street Reconstruction. He stated, "They did a good job. They were easy to work with and responsive, both in the field and the office. They addressed resident concerns as they arose which kept the complaint calls to our office down. I would recommend them."

There are currently no judgements, claims, arbitration proceedings or suits pending or outstanding against their organization or officers.

It is the opinion of Halff Associates that Peachtree Construction, Ltd. is qualified to construct the Cleveland-Gibbs Road improvements, and they be awarded a construction contract in the amount of \$98,666.10.



Mr. Drew Corn

June 26, 2017

Page 2

If you have any questions or need additional information, please call me at (817) 847-1422.

Sincerely,

**HALFF ASSOCIATES, INC.**

TBPE Firm No.: 312

A handwritten signature in blue ink, appearing to read "B. L. McGahey", with a long, sweeping horizontal line extending to the right.

Benjamin L. McGahey, P.E.

**TOWN OF NORTHLAKE, TEXAS**

**RESOLUTION NO. 17-19**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A SUPPLEMENTAL AGREEMENT WITH PACHECO KOCH ASSOCIATES, INC. TO PROVIDE STREET LIGHT DESIGN SERVICES TO THE TOWN NOT TO EXCEED \$12,500.**

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

**WHEREAS**, the Town Council has previously entered into a contract with Pacheco Koch Associates, Inc. to design certain aspects of the Sam Lee Lane project on October 13, 2016 (the "Original Contract"); and

**WHEREAS**, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Administrator to enter into a supplemental agreement to said Original Contract in order to provide for the provision of professional services related to street light design which are outside the scope of services of the Original Contract;

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

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

**SECTION 2.** That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a supplemental agreement for professional services related to street light design along Sam Lee Lane from Ashmore Lane to Dale Earnhardt Way with consultation from Town staff and other Town consultants.

**SECTION 3.** That the Town Administrator is hereby authorized, on behalf of the Town to execute a change order, not to exceed \$12,500, with Pacheco Koch Associates, Inc. for engineering services with legal advice from the Town Attorney.

**PASSED AND APPROVED THIS THE 27<sup>TH</sup> DAY OF JULY, 2017.**

**TOWN OF NORTHLAKE, TEXAS**

---

PETER DEWING, Mayor

ATTEST:

---

SHIRLEY ROGERS, Town Secretary

**SUPPLEMENTAL AGREEMENT No. 1**  
**DESIGN OF PUBLIC LIGHTING**

WHEREAS, **Town of Northlake, Texas** (OWNER) and **Pacheco Koch, LLC** (CONSULTANT) made and entered into an agreement dated November 9, 2016 (AGREEMENT); and

WHEREAS, the AGREEMENT involves engineering, surveying and landscape architecture services in connection with the **SAM LEE LANE EXTENSION** (PROJECT); and

WHEREAS, it has become necessary to execute Supplemental Agreement No. 1 to said AGREEMENT to include an increased scope of work and revised maximum fee;

NOW THEREFORE, OWNER and CONSULTANT, acting herein by and through their duly authorized representatives, enter into the following agreement which amends the AGREEMENT;

1.

Article 1 of the AGREEMENT is amended to include the additional engineering services to provide design and construction plans for street lighting along Sam Lee Lane from Ashmore Lane to Dale Earnhardt Way. The cost for the additional engineering services to be performed by CONSULTANT totaling \$13,750.00.

2.

Article 2 of the AGREEMENT is amended to provide for an increase in the amount of \$13,750.00 for a total maximum fee to be paid to CONSULTANT for all work and services performed in the AGREEMENT, as amended, so that the total fee paid by the OWNER for all work and services shall not exceed the sum of \$112,173.00.

3.

All other provisions of the AGREEMENT which are not expressly amended herein shall remain in full force and effect.

This Supplemental Agreement No. 1 is made on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Supplemental Agreement No. 1 on behalf of the parties hereto, and each party hereby certifies to the other that any necessary resolution extending said authority have been duly passed and are now in effect.

TOWN OF NORTHLAKE, TEXAS

PACHECO KOCH, LLC

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Drew Corn  
Town Administrator



---

Brian D. O'Neill, PE, CFM  
Principal



July 13, 2017

VIA EMAIL: cturner@pkce.com

Craig K. Turner  
Project Coordinator  
Pacheco Koch  
6100 Western Place, Suite 1001  
Fort Worth, Texas 76107

**RE: Sam Lee Lane Street Lighting  
Northlake, Texas**

Dear Craig:

Thank you for contacting Purdy-McGuire to provide this fee proposal for public lighting along Sam Lee Lane. Our scope summary and fee are noted below. Fee excludes normal reimbursable expenses.

**BASE FEE: \$12,500**

**Fee is based on the following scope summary:**

- 3500 linear feet of new streetway to be lit
- Add street lighting from Ashmore Lane to Dale Earnhardt Way along Sam Lee Lane
- Prepare street lighting plans per Town of Northlake requirements
- Coordinate with utility power provider to power the street lighting

While all PMI fees include LEED compliant design, our base fee does NOT include LEED energy modeling, or LEED documentation. These items are available for an additional fee.

**Our Services Will Include The Following**

1. Attend the necessary design conferences and reviews.
2. Determine Client's specific electrical design criteria.
3. Coordinate the electrical work with the Architect and other involved Consultants.
4. Coordinate the electrical work with the Owner's special requirements such as security, data, communications, etc.

5. Design the electrical work in accordance with applicable Codes including IECC Compliance.
6. Provide electrical Construction Documents for permitting, bidding, and construction.
7. Provide electrical Construction Administration services as follows:
  - a. Review Shop Drawings and Submittals.
  - b. Provide telephone consultation as necessary.
  - c. Prepare necessary supplemental instructions, clarifications, etc.
  - d. Prepare necessary change order documents initiated by the Engineer.
  - e. Attend Construction progress meetings as requested
  - f. Periodic site observation reports during construction.

### **Services Not Included**

1. Providing design services for food service, voice/data or security. MEP infrastructure design to support these systems is included in our scope.
2. Redesign or significant revisions caused by changes to previously approved work.
3. Preparation of Change Orders not caused by the Engineer.
4. As-built documentation.

### **Terms and Conditions**

1. CONTRACT: This proposal is based on entering into a standard form AIA agreement between Architect and Engineer, AIA C-141 or similar document with any requirement to arbitrate removed.
2. HAZARDOUS MATERIALS/CONDITION: The services to be provided by Purdy-McGuire do not include the discovery or presence of any hazardous materials or conditions at the project site.
3. SITE SAFETY: Client acknowledges that Purdy-McGuire has no responsibility for site safety or safety procedures at the site as these are the sole responsibility of the construction contractors.
4. MEANS/METHODS: Client acknowledges that Purdy-McGuire has no responsibility for the means and methods or sequences and techniques of construction.
5. CONTRACTOR PERFORMANCE: Client acknowledges that Purdy-McGuire has no responsibility for the procedures for the work or the failure of the contractor to perform the work in accordance with the Construction Documents.
6. VENUE: Venue for performance of all provisions of this Contract shall be in Dallas, Texas. The parties agree that there are no third party beneficiaries to this Agreement.
7. ASSIGNMENT: The parties agree that this Agreement is not assignable by either party without the other party's written consent.

Additional services are available in accordance with the attached billing rates.

We appreciate the opportunity to submit this proposal. If you have any questions or require additional information, please do not hesitate to call.

If you find this proposal acceptable, please sign below and return a copy to us for our files.

**PROPOSED BY:**  
**Purdy-McGuire, Incorporated**



---

Gregory L. Wiles, P.E.  
Project Manager

**ACCEPTED BY:**  
**Pacheco Koch**

**DATE:**

---

**Title:**

## **PMI BILLING RATES**

|                              |          |
|------------------------------|----------|
| SENIOR ENGINEERS             | \$190.00 |
| ENGINEERS & SENIOR DESIGNERS | \$150.00 |
| DESIGNERS & E.I.T.           | \$125.00 |
| DRAFTING - CADD              | \$85.00  |
| TECHNICAL SUPPORT            | \$75.00  |

**ORDINANCE NO. 17-0727**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A PROPERTY EXCHANGE AGREEMENT WITH HW INDIAN SPRINGS, L.P., TO EXCHANGE UNUSED PUBLIC RIGHT OF WAY GENERALLY DESCRIBED AS 0.681 ACRES OUT OF THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NO. 189, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS FOR CERTAIN OTHER REAL PROPERTY; VACATING AND ABANDONING SUCH UNUSED PUBLIC RIGHT-OF-WAY; DECLARING THAT SUCH PROPERTY IS UNNECESSARY FOR USE BY THE PUBLIC; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE A SPECIAL WARRANTY DEED TRANSFERRING AND ASSIGNING SUCH PROPERTY TO HW INDIAN SPRINGS, L.P. IN EXCHANGE FOR HW INDIAN SPRINGS, L.P. EXECUTING A SPECIAL WARRANTY DEED TRANSFERRING AND ASSIGNING CERTAIN OTHER REAL PROPERTY, SPECIFICALLY, 2.938 ACRES OUT OF THE MEP&P RR CO. SURVEY, ABSTRACT NO. 913, F.M. WOODWARD SURVEY, ABSTRACT NO. 1420, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS TO THE TOWN; AUTHORIZING THE TOWN SECRETARY TO FILE THE DEED IN THE DEED RECORDS OF DENTON COUNTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town is the owner of public right-of-way generally described as 0.681 acres out of the B.B.B. & C.R.R. Company Survey, Abstract No. 189, Town of Northlake, Denton County, Texas ("Town Property"); and

**WHEREAS**, HW Indian Springs, L.P. is the owner of certain property described as 2.938 acres out of the MEP&P Rr Co. Survey, Abstract No. 913, F.M. Woodward Survey, Abstract No. 1420, Town Of Northlake, Denton County, Texas ("HW Indian Springs Property"); and

**WHEREAS**, the Town Property was acquired for public right-of-way, but has never been developed or used as such, and is not needed for use by the public, and is not useful or convenient to the public in general; and that such public right-of-way therefore constitutes a public charge without a corresponding public benefit, and the public would be better served and benefitted by vacation and abandonment of such public right-of-way; and

**WHEREAS**, the Town Property is of an unusual shape, lacks access to public roads, and is of such a size as to preclude use of said property under applicable development regulations; and

**WHEREAS**, in order to remove any question as to the continued interest or ownership of the public in said platted Town Property, in return for the assignment, transfer, and conveyance of HW Indian Springs Property as described herein by HW Indian Springs, L.P., which HW Indian Springs Property is useful to and needed by the public for public purposes, the Town desires to assign, transfer, and convey title, ownership, and control of such Town Property to HW Indian Springs L.P.; and

**WHEREAS,** the Town and HW Indian Springs L.P. have agreed to enter into an agreement documenting the exchange of Town Property for HW Indian Springs Property attached hereto as Exhibit "A," and

**WHEREAS,** HW Indian Springs, L.P. owns the property abutting the Town Property to be exchanged pursuant to the Exchange Agreement.

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

**SECTION 1.**  
**ABANDONMENT AND VACATION OF PUBLIC RIGHT-OF-WAY**

Based upon the agreement of HW Indian Springs, L.P., to assign, transfer, and convey title, ownership and control of 2.938 acres out of the MEP&P Rr Co. Survey, Abstract No. 913, F.M. Woodward Survey, Abstract No. 1420, Town Of Northlake, Denton County, Texas, by execution of a Special Warranty Deed, a copy of which agreement is attached hereto as Exhibit "A," the Town Council authorizes the abandonment and vacation of a public right-of-way generally described as 0.681 acres out of the B.B.B. & C.R.R. Company Survey, Abstract No. 189, Town Of Northlake, Denton County, Texas, and authorizes the Town Administrator to assign, transfer, and exchange such real property for the above-described 2.938 acres out of the MEP&P Rr Co. Survey, Abstract No. 913, F.M. Woodward Survey, Abstract No. 1420, Town Of Northlake, Denton County, Texas.

**SECTION 2.**  
**FINDINGS**

The Town Council finds that the public right-of-way described above as Town Property is not being used by, nor useful or convenient to the public in general, and is not necessary to the public safety of the citizens of the Town or the public in general, and that such property constitutes a public charge without a corresponding benefit, and the public would be better served and benefitted by vacation and abandonment of such property, and by conveyance as described above.

**SECTION 3.**  
**AUTHORIZATION OF TOWN ADMINISTRATOR TO EFFECTUATE ABANDONMENT AND TRANSFER**

The Town Administrator of the Town of Northlake, Texas, is hereby authorized and empowered to execute any documents necessary to accomplish the abandonment and vacation of the public right-of-way described above, to assign, transfer, and convey title, ownership, and control of such right-of-way to HW Indian Springs, L.P. by execution of a Special Warranty Deed, and to execute and file such other documents as necessary to accomplish the transaction described above.

**SECTION 4.**  
**TOWN SECRETARY TO FILE SPECIAL WARRANTY DEED**

Upon closing of the transaction referenced above, and receipt of the Special Warranty Deed from HW Indian Springs, L.P. to the real property for the above-described 2.938 acres out of the MEP&P Rr Co.

Survey, Abstract No. 913, F.M. Woodward Survey, Abstract No. 1420, Town Of Northlake, Denton County, Texas, the Town Secretary is authorized and instructed to present said Special Warranty Deed for filing with the County Clerk of Denton County, Texas.

**SECTION 5.  
PROVISIONS SEVERABLE**

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

**SECTION 6.  
EFFECTIVE DATE**

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

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS  
THE 27<sup>th</sup> DAY of JULY, 2017**

**Town of Northlake, Texas**

\_\_\_\_\_  
**Peter Dewing, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Shirley Rogers, Town Secretary**

## **REAL PROPERTY EXCHANGE AGREEMENT**

THIS REAL PROPERTY EXCHANGE AGREEMENT ("Agreement") dated EFFECTIVE \_\_\_\_\_, 2017, is by and between the **TOWN OF NORTHLAKE, TEXAS** (referred to in this agreement as "Town"), a Texas municipal corporation; **HW Indian Springs, L.P.**, a Delaware limited partnership (referred to in this agreement as "HW Indian Springs L.P.>").

In consideration of the premises, mutual covenants, and agreements contained in this Agreement, the Town and HW Indian Springs L.P. covenant and agree as follows:

### **ARTICLE 1 – EXCHANGE & CONSTRUCTION AGREEMENT**

1.01. Agreement to Exchange. Subject to the terms, provisions, and conditions set forth in this Agreement:

- (a) HW Indian Springs L.P. agrees to convey to 2.938 acres out of the MEP&P RR Co. Survey, Abstract No. 913, F.M. Woodward Survey, Abstract No. 1420, Town Of Northlake, Denton County, Texas, as further described in Exhibit "A" and depicted in Exhibit "B," which exhibits are attached hereto and incorporated by reference, together with all and singular the rights and appurtenances pertaining to the property to be conveyed to Northlake, any right, title, and interest of HW Indian Springs L.P. in and to adjacent streets, alleys, or rights-of-way, and any improvements, fixtures, and personal property situated on and attached to the property to be conveyed to Northlake (all of the property, rights, and appurtenances that HW Indian Springs L.P. agrees to convey referred to as "Property A"); and
- (b) Northlake agrees to convey to HW Indian Springs L.P. approximately 0.681 acres out of the B.B.B. & C.R.R. Company Survey, Abstract No. 189, Town Of Northlake, Denton County, Texas, as further described in Exhibit "C" and depicted in Exhibit "D" attached hereto and incorporated by reference, together with all and singular the rights and appurtenances pertaining to the property to be conveyed to HW Indian Springs L.P., including any right, title, and interest of Northlake in and to any improvements, fixtures, and personal property situated on and attached to the property to be conveyed to HW Indian Springs L.P. (all of the property, rights, and appurtenances that Northlake agrees to convey referred to as "Property B").

1.02 Agreement for Construction of Cleveland-Gibbs. Northlake agrees to construct the western two (2) lanes of the permanent four (4) lane section of Cleveland-Gibbs Road within the property described in Exhibit "A" as depicted in Exhibit "E." Said construction shall begin within two (2) years from Closing as defined herein. Northlake's obligations for construction as provided in this Section 1.02 shall include all fence and utility relocation required for the construction as depicted in Exhibit "E."

### **ARTICLE 2 - REPRESENTATIONS AND WARRANTIES OF NORTHLAKE**

Northlake, to its actual knowledge, represents and warrants to HW Indian Springs, L.P. the following:

- 2.01. Organization. Northlake is an incorporated Town, duly organized, validly existing, and in good standing under the laws of the State of Texas, duly qualified to carry on its business in the State of Texas. Northlake represents and warrants that it is the owner of Property B.
- 2.02. Power and Authority. Northlake has all requisite power and authority to carry on its business as presently conducted, to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Paragraph 1.01 herein. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement have been duly and validly authorized by all requisite action on the part of Northlake. The execution, delivery, and performance of this Agreement and the transactions described in this Agreement will not violate or be in conflict with any provision of the governing documents of Northlake or any provision of any agreement or instrument to which Northlake is a party or by which Northlake is bound, or any statute, law, rule, regulation, judgment, decree, order, writ, or injunction applicable to Northlake.
- 2.03. Binding Obligation. This Agreement has been duly executed and delivered on behalf of Northlake. This Agreement constitutes a legal, valid, and binding obligation of Northlake.
- 2.04. Parties in Possession. Except for Northlake, there are no parties in possession of any portion of Property B, whether as lessees, tenants at sufferance, trespassers, or otherwise.
- 2.05. Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of Property B.
- 2.06. Contracts and Agreements. There are no contracts or agreements, to which Northlake is a party, that affect the value or marketability of Property B other than as filed for record.
- 2.07. Compliance with Law. Northlake has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to all or any part of Property B.
- 2.08. Access. There is full and free access to Property B to and from public highways, streets, or roads.
- 2.09. Real Estate Commissions. Northlake has not incurred any liability for brokerage fees or agents' commissions in connection with this Agreement.

### **ARTICLE 3 - REPRESENTATIONS & WARRANTIES OF HW INDIAN SPRINGS, L.P.**

HW Indian Springs, L.P., to its actual knowledge, represents and warrants to the Northlake the following:

- 3.01. Organization. HW Indian Springs, L.P. is a Delaware Limited Partnership authorized to do business in Texas and may enter into this Agreement. HW Indian Springs, L.P. represents and warrants that it is the owner of Property A.

- 3.02. Power and Authority. HW Indian Springs, L.P. has all requisite power and authority to enter into this Agreement, and to perform its obligations under this Agreement, including the conveyance described in Paragraph 1.01 herein.
- 3.03. Binding Obligation. This Agreement has been duly executed and delivered by HW Indian Springs, L.P.. This Agreement constitutes a legal, valid, and binding obligation of HW Indian Springs, L.P..
- 3.04. Parties in Possession. There are no parties in possession of any portion of Property A, whether as lessees, tenants at sufferance, trespassers, or otherwise.
- 3.05. Legal Actions. No suit, action, or other proceeding, including, without limitation, a condemnation or similar proceeding or assessment, is pending or threatened in any court or governmental agency against all or any part of Property A.
- 3.06. Contracts and Agreements. There are no contracts or agreements to which HW Indian Springs, L.P. is a party that affect the value or marketability of Property A other than as filed for record.
- 3.07. Compliance with Law. HW Indian Springs, L.P. has complied with all applicable laws, ordinances, regulations, statutes, rules, and restrictions relating to all or any part of Property A.
- 3.08. Access. There is full and free access to Property A to and from public highways, streets, or roads.
- 3.09. Real Estate Commissions. HW Indian Springs, L.P. has not incurred any liability for brokerage fees or agents' commissions in connection with this Agreement.

#### **ARTICLE 4 - CLOSING**

- 4.01. Conditions to Northlake's Obligations at Closing. The obligations of Northlake at Closing are subject to the satisfaction of the following conditions:
- (a) all representations and warranties of HW Indian Springs, L.P. in this Agreement shall be true in all material respects; and
  - (b) HW Indian Springs, L.P. shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.
- 4.02. Conditions to HW Indian Springs, L.P.'s Obligations at Closing. The obligations of HW Indian Springs, L.P. at Closing are subject to the satisfaction of the following conditions:
- (a) all representations and warranties of Northlake in this Agreement shall be true in all material respects; and
  - (b) Northlake shall have performed and satisfied all covenants and agreements required by this Agreement in all material respects.

- 4.03. Date of Closing. Subject to the conditions of Paragraphs 4.01 and 4.02 herein and the termination provisions of Article 5, closing ("Closing") shall occur within ninety (90) days after the execution of this Agreement.
- 4.04. Place of Closing. Closing shall be held at \_\_\_\_\_ [NAME, ADDRESS  
AND TELEPHONE NUMBER TO BE  
INSERTED] \_\_\_\_\_  
\_\_\_\_\_ (the "Title Company").
- 4.05. Obligations at Closing. At Closing the following events shall occur, each being a condition precedent to the other events and each being deemed to have occurred simultaneously with the other events:
- (a) Northlake shall deliver to HW Indian Springs, L.P. a duly executed and acknowledged Special Warranty Deed in a form acceptable to HW Indian Springs, L.P.'s counsel conveying good and indefeasible title in fee simple to all of Property B to "HW Indian Springs, L.P."; which Property B shall be conveyed free and clear of all liens, and such as will be insured by HW Indian Springs, L.P. at its regular rates.
  - (b) Northlake shall deliver to HW Indian Springs, L.P. exclusive possession of Property B.
  - (c) HW Indian Springs, L.P. shall deliver to Northlake a duly executed and acknowledged Special Warranty Deed in a form acceptable to Northlake's counsel conveying good and indefeasible title in fee simple to all of Property A which Property A shall be conveyed free and clear of all liens, and such as will be insured by Northlake's Title Company at its regular rates.
  - (c) HW Indian Springs, L.P. shall deliver to Northlake exclusive possession of Property A.
  - (e) HW Indian Springs, L.P. agrees to pay all closing costs for the transactions contemplated herein.
  - (f) HW Indian Springs, L.P. shall pay the ad valorem taxes prorated from January 1, 2017 to the date of closing for Property A.

#### **ARTICLE 5 – TITLE REVIEW AND TERMINATION OF AGREEMENT**

- 5.01. Termination by Northlake. Northlake may terminate this Agreement in the event of the misrepresentation by HW Indian Springs, L.P. of any or all of the covenants and/or conditions set forth herein.
- 5.02. Title Review by Northlake. Within thirty (30) days after the Title Company receives a copy of this Agreement, HW Indian Springs, L.P. shall furnish to Northlake a commitment for title insurance (Commitment) for Property A and, at Northlake's expense, legible copies

of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. HW Indian Springs, L.P. authorizes the Title Company to deliver the Commitment and Exception Documents to Northlake at Northlake's address shown in Paragraph 6.03 herein. If the Commitment and Exception Documents are not delivered to Northlake within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, Northlake may terminate this contract by providing written notice of termination to HW Indian Springs, L.P.. Northlake may object in writing to defects, exceptions, or encumbrances to title. Northlake must object the earlier of (i) the Closing Date or (ii) fifteen (15) days after Northlake receives the Commitment and Exception Documents. Northlake's failure to object within the time allowed will constitute a waiver of Northlake's right to object except that the requirements in Schedule C of the Commitment are not waived. Provided HW Indian Springs, L.P. is not obligated to incur any expense, HW Indian Springs, L.P. shall cure the timely objections of Northlake within 15 days after HW Indian Springs, L.P. receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate unless Northlake waives the objections.

- 5.03. Termination by HW Indian Springs, L.P. HW Indian Springs, L.P. may terminate this Agreement in the event of the misrepresentation by Northlake of any or all of the covenants and/or conditions set forth herein.
- 5.04 Title Review by HW Indian Springs, L.P. Within thirty (30) days after the Title Company receives a copy of this Agreement, Northlake shall furnish to HW Indian Springs, L.P. a commitment for title insurance (Commitment) on Property B and, at HW Indian Springs, L.P.'s expense, legible copies of restrictive covenants and documents evidencing exceptions in the Commitment (Exception Documents) other than the standard printed exceptions. Northlake authorizes the Title Company to deliver the Commitment and Exception Documents to HW Indian Springs, L.P. at HW Indian Springs, L.P.'s address shown in Paragraph 6.03. If the Commitment and Exception Documents are not delivered to HW Indian Springs, L.P. within the specified time, the time for delivery will be automatically extended up to 15 days or 3 days before the Closing Date, whichever is earlier. If the Commitment and Exception Documents are not delivered within the time required, HW Indian Springs, L.P. may terminate this contract by providing written notice of termination to Northlake. HW Indian Springs, L.P. may object in writing to defects, exceptions, or encumbrances to title. HW Indian Springs, L.P. must object the earlier of (i) the Closing Date or (ii) 10 days after HW Indian Springs, L.P. receives the Commitment, and Exception Documents. HW Indian Springs, L.P.'s failure to object within the time allowed will constitute a waiver of HW Indian Springs, L.P.'s right to object except that the requirements in Schedule C of the Commitment are not waived. Provided Northlake is not obligated to incur any expense, Northlake shall cure the timely objections of HW Indian Springs, L.P. within 15 days after Northlake receives the objections and the Closing Date will be extended as necessary. If objections are not cured within such 15 day period, this contract will terminate unless HW Indian Springs, L.P. waives the objections.

## **ARTICLE 6 - MISCELLANEOUS**

6.01. Assignment of Agreement. This Agreement may not be assigned without the prior written consent of the other party.

6.02. Survival of Provisions. The representations and warranties set forth herein shall not survive and shall not be merged in Closing.

6.03. Notices. Any notice required or permitted under this Agreement shall be in writing and made when personally delivered, mailed, or sent by a nationally recognized overnight courier. All notices shall be deemed to have been given 48 hours following deposit in the United States Postal Service, or upon delivery if sent by overnight courier service or hand delivery. All notices shall be addressed to the following address or at such other address as may hereunder be substituted by notice in writing thereof.

(a) to Northlake:

Drew Corn  
Town Administrator  
Town of Northlake  
1400 F.M. 407  
Northlake, TX 76247

With a copy to:

Ashley D. Dierker  
Taylor, Olson, Adkins, Sralla & Elam, LLP  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Phone: 817-332-2580  
Fax: 817-332-4740

(b) to HW Indian Springs, L.P.,  
a Delaware limited partnership:

\_\_\_\_\_  
Attn:  
[TITLE]  
[ADDRESS]  
[CITY, STATE, ZIP]  
Phone:  
Fax:

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 6.04. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 6.05. Parties Bound. This Agreement shall be binding on and inure to the benefit of the parties to this Agreement and their respective successors and assigns.
- 6.06. Severability of Provisions. To the extent permitted by law, a holding by any court that any provision in this Agreement is invalid, illegal, or unenforceable in any respect shall not affect any other provision, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been a part of this Agreement.
- 6.07. No Limitation of Remedies. Nothing in this Agreement shall be construed to limit any legal or equitable remedy of the parties.
- 6.08. Prior Agreements Superseded. This Agreement constitutes the entire understanding between the parties and supersedes any prior negotiations, discussions, agreements, and understandings between the parties with respect to the subject matter of this Agreement.
- 6.09. Time of Essence. Time is of the essence in this Agreement.
- 6.10. Dates. If any date on which a time period scheduled to expire herein is a Saturday, Sunday or holiday, the subject date shall be extended to the next business day.
- 6.11. Expenses. Except as otherwise provided in this Agreement, all fees, costs, and expenses incurred in negotiating this Agreement or completing the transactions described in this Agreement shall be paid by the party incurring the fee, cost, or expense.
- 6.12. Amendments and Waivers. This Agreement may not be amended except in a writing specifically referring to this Agreement and signed by Northlake and HW Indian Springs, L.P. A right created under this Agreement may not be waived except in a writing specifically referring to this Agreement and signed by the party waiving the right.
- 6.13. Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

EXECUTED to be EFFECTIVE on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

***TOWN OF NORTHLAKE, TEXAS***

By: \_\_\_\_\_  
PETER DEWING, Mayor

ATTEST:

\_\_\_\_\_  
SHIRLEY ROGERS, Town Secretary

State of Texas       §  
                                  §  
County of Denton    §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2017 by Peter Dewing, Mayor of the Town of Northlake, Texas, on behalf of the Town of  
Northlake, Texas.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas

EXECUTED to be EFFECTIVE on the \_\_\_\_\_ day of \_\_\_\_\_, 2017.

***HW INDIAN SPRINGS, L.P.,  
A DELAWARE LIMITED PARTNERSHIP***

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

State of Texas       §  
                                  §  
County of Tarrant   §

          This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2017, by \_\_\_\_\_ in his capacity as \_\_\_\_\_ on behalf of \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT “A”**  
Legal Description of Property A  
Containing 2.938 Acres of Land, More or Less

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**RIGHT-OF-WAY TAKE**

Being a tract of land out of the MEP & P RR Co. Survey Abstract No. 913 and the F.M. Woodward Survey Abstract No. 1420, City of Northlake, Denton County, Texas and being a portion out that tract of land described in Special Warranty Deed to HW Indian Springs, L.P., as recorded in Document No. 2010-129585 Official Records Denton County Texas (O.R.D.C.T.) being more described as follows:

BEGINNING at a 1/2-inch found iron rod for a witness point for the northeast corner of said HW Indian Springs tract and being on the common line between the north line of said HW Indian Springs tract and the south line of those tracts of land described in Special Warranty Deed to Jacqueline S. Ligon and Lane E. Ligon, Co-Trustees of Alice Blair Revocable Trust, recorded in Document No. 2009-81507, 2009-81508, 2009-81509, 2009-81510 O.R.D.C.T.;

THENCE North 89 degrees 42 minutes 14 seconds East, along said common line, a distance of 20.42 feet to a point for the northeast corner of said HW Indian Springs tract and being in the center of Cleveland-Gibbs Road;

THENCE South 00 degrees 47 minutes 56 seconds East, along the east line of said HW Indian Springs tract and the center of Cleveland-Gibbs Road, a distance of 1,856.38 feet to a point for the southwest corner of that tract of land described in General Warranty Deed to Nash Canyon Falls, LLC, recorded in Document No. 201-49855 O.R.D.C.T. and the northwest corner of that Remainder of Tract 1 described in Special Warranty Deed to La Estancia Investments, LP, recorded in Document No. 2008-137045 O.R.D.C.T.;

THENCE South 00 degrees 54 minutes 58 seconds East, continuing along said east line of said HW Indian Springs tract and center of Cleveland-Gibbs Road, a distance of 941.79 feet to a point for corner;

THENCE South 42 degrees 41 minutes 44 seconds West, departing said center of Cleveland-Gibbs Road and along the southeasterly line of said HW Indian Springs tract, a distance of 68.18 feet to a 1/2-inch set iron rod with yellow plastic cap stamped HALFF ASSOC INC (hereinafter referred to as "with cap") for corner being on the new west right of way line of said Cleveland-Gibbs Road (proposed 90 foot right of way);

THENCE North 00 degrees 47 minutes 56 seconds West, along said new right of way, a distance of 2,848.02 feet to a 1/2-inch set iron rod with cap for corner being on said common line;

THENCE North 89 degrees 42 minutes 14 seconds East, along said common line, a distance of 24.58 feet to the POINT OF BEGINNING and Containing 127,994 square feet or 2.938 acres of land, more or less.

**EXHIBIT “B”**  
Depiction of Property “A”

A. M. FELTUS  
SURVEY  
ABSTRACT  
NO. 1591

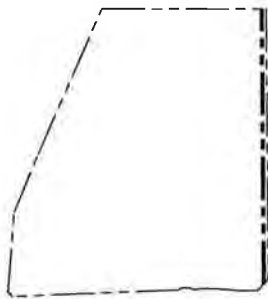
F. M. WOODWARD  
SURVEY  
ABSTRACT NO. 1420

SPECIAL WARRANTY DEED  
HW INDIAN SPRINGS, L.P.  
DOC. NO. 2010-129585  
O.R.D.C.T.

GENERAL WARRANTY DEED  
NASH CANYON FALLS, LLC  
DOC. NO. 2015-49855  
O.R.D.C.T.

SPECIAL WARRANTY DEED  
LA ESTANCIA  
INVESTMENTS, LP  
REMAINDER OF  
TRACT 1  
DOC. NO. 2008-137045  
O.R.D.C.T.

MEP&P RR CO.  
SURVEY  
ABSTRACT  
NO. 913



PARENT TRACT

NOT TO SCALE



0 100 200 300 400

SCALE: 1"=200'

127,994 SF  
2.938 ACRES  
RIGHT-OF-WAY  
TAKE

5/8" FIR  
FND WOOD POST

1/2" FIR W/  
'GWB ENG'  
CAP

5/8" FIR W/  
'TXDOT' CAP  
(CM)

FM 1171

N00°47'56"W 2848.02'

S00°54'58"E 941.79'

S42°41'44"W  
68.18'

A LEGAL DESCRIPTION  
ACCOMPANIES THIS EXHIBIT

### EXHIBIT "A"

2.938 ACRES  
RIGHT-OF-WAY TAKE  
IN THE

MEP&P RR CO. SURVEY, ABSTRACT NO. 913  
F.M. WOODWARD SURVEY, ABSTRACT NO. 1420  
CITY OF NORTHLAKE, TEXAS  
DENTON COUNTY

Basis of Bearing is the Texas Coordinate System NAD 83, North Central Zone (4202), observed by GPS using Leica Smartnet RTK shot on 11/21/2016. Coordinates are surface using TxDOT Denton County scale factor 1.000150630.

### LEGEND

- SIR ○ 1/2" SET IRON ROD W/PLASTIC YELLOW CAP STAMPED "HALFF ASSOC INC."
- FIR ● FOUND IRON ROD
- PFC △ CALCULATED POINT FOR CORNER
- (CM) CONTROL MONUMENT
- PROPOSED RIGHT OF WAY LINE
- EXISTING PROPERTY LINE
- O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY TEXAS

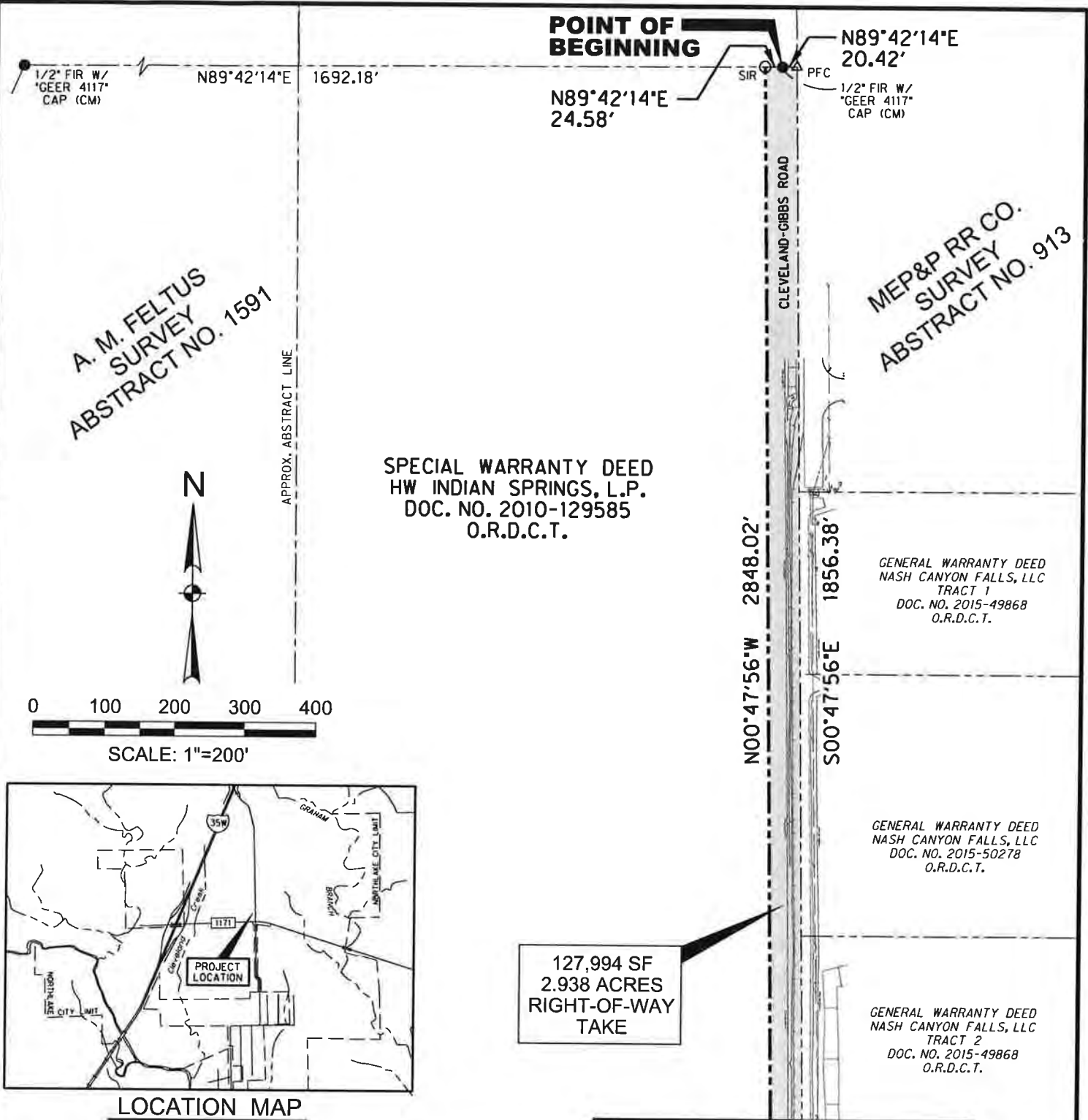


DGN: LEGL-EXHIBIT-02-32075.dgn

AVO: 32075

DATE: 07/18/2017

PAGE NO.: 3 of 3



A LEGAL DESCRIPTION ACCOMPANIES THIS EXHIBIT

### EXHIBIT "A"

2.938 ACRES  
RIGHT-OF-WAY TAKE  
IN THE

MEP&P RR CO. SURVEY, ABSTRACT NO. 913  
F.M. WOODWARD SURVEY, ABSTRACT NO. 1420  
CITY OF NORTHLAKE, TEXAS  
DENTON COUNTY

Basis of Bearing is the Texas Coordinate System NAD 83, North Central Zone (4202), observed by GPS using Leica Smartnet RTK shot on 11/21/2016. Coordinates are surface using TxDOT Denton County scale factor 1.000150630.

### LEGEND

- SIR ○ 1/2" SET IRON ROD W/PLASTIC YELLOW CAP STAMPED "HALFF ASSOC INC."
- FIR ● FOUND IRON ROD
- PFC △ CALCULATED POINT FOR CORNER
- (CM) CONTROL MONUMENT
- PROPOSED RIGHT OF WAY LINE
- EXISTING PROPERTY LINE
- O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY TEXAS



4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137 (817) 847-1422  
TBPLS FIRM NO. 10029605

DGN: LEG-EXHIBIT-01-32075.dgn

AVO: 32075

DATE: 07/18/2017

PAGE NO.: 2 of 3

**EXHIBIT “C”**  
Legal Description of Property B  
Containing .0681 Acres of Land, More or Less

## EXHIBIT C

### LEGAL DESCRIPTION 0.681 ACRE TRACT

BEING A TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NUMBER 186, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2005-6255, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

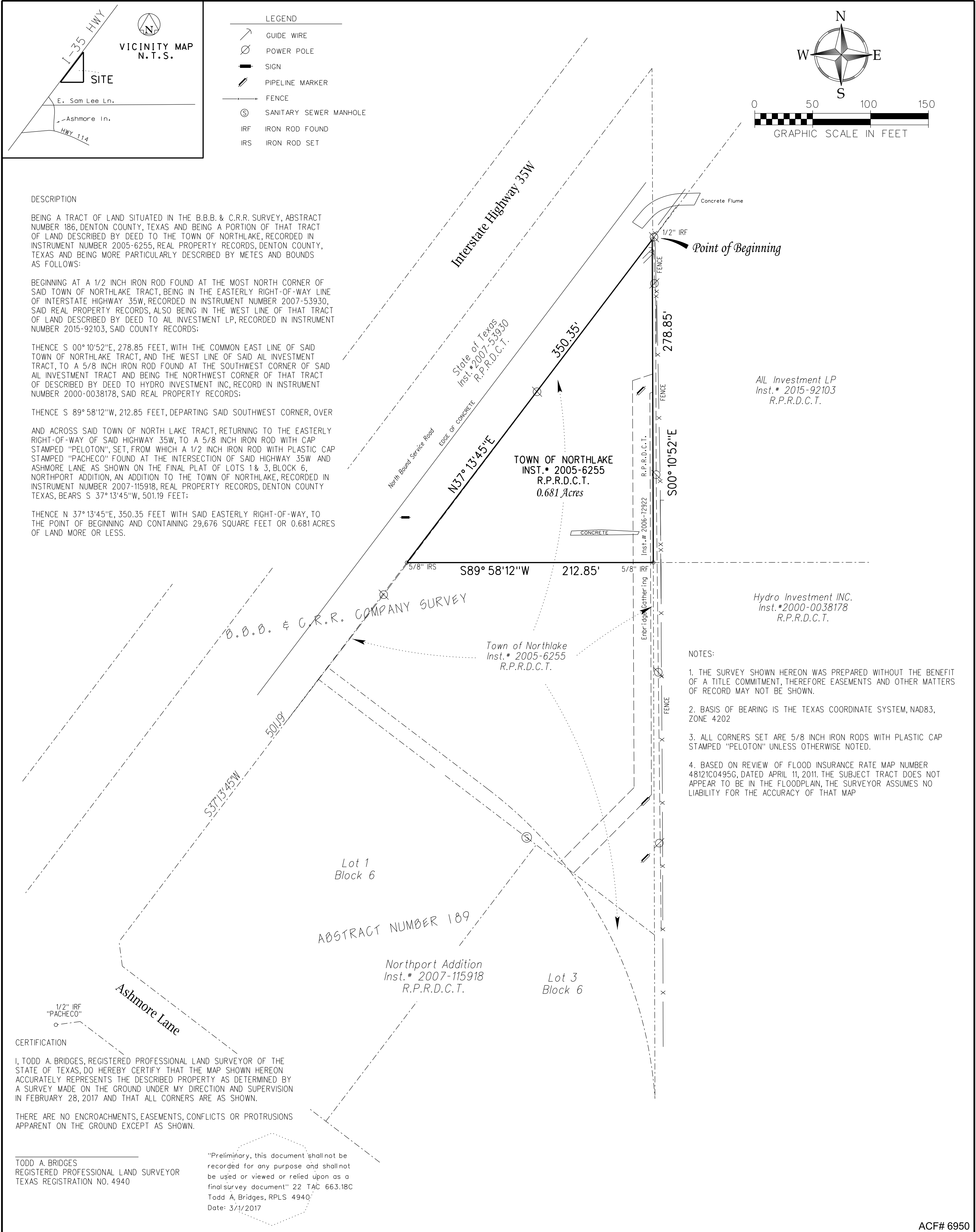
BEGINNING AT A 1/2 INCH IRON ROD FOUND AT THE MOST NORTH CORNER OF SAID TOWN OF NORTHLAKE TRACT, BEING IN THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35W, RECORDED IN INSTRUMENT NUMBER 2007-53930, SAID REAL PROPERTY RECORDS, ALSO BEING IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEED TO AIL INVESTMENT LP, RECORDED IN INSTRUMENT NUMBER 2015-92103, SAID COUNTY RECORDS:

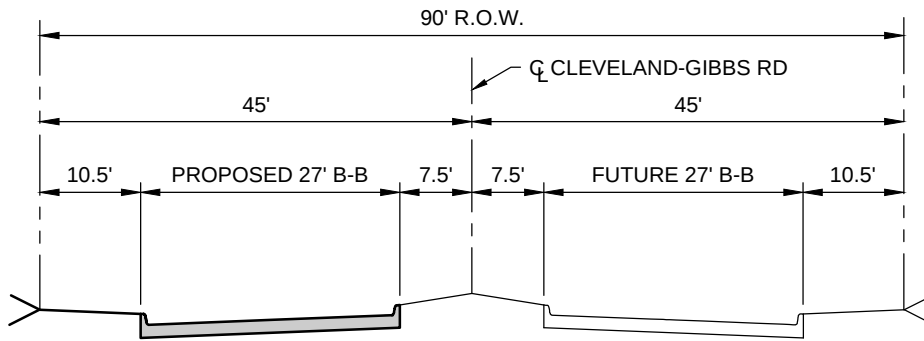
THENCE S 00°10'52"E, 278.85 FEET, WITH THE COMMON EAST LINE OF SAID TOWN OF NORTHLAKE TRACT, AND THE WEST LINE OF SAID AIL INVESTMENT TRACT, TO A 5/8 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF SAID AIL INVESTMENT TRACT AND BEING THE NORTHWEST CORNER OF THAT TRACT OF DESCRIBED BY DEED TO HYDRO INVESTMENT INC, RECORD IN INSTRUMENT NUMBER 2000-0038178, SAID REAL PROPERTY RECORDS:

THENCE S 89°58'12"W, 212.85 FEET, DEPARTING SAID SOUTHWEST CORNER, OVER AND ACROSS SAID TOWN OF NORTH LAKE TRACT, RETURNING TO THE EASTERLY RIGHT-OF-WAY OF SAID HIGHWAY 35W, TO A 5/8 INCH IRON ROD WITH CAP STAMPED "PELTON", SET, FROM WHICH A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PACHECO" FOUND AT THE INTERSECTION OF SAID HIGHWAY 35W AND ASHMORE LANE AS SHOWN ON THE FINAL PLAT OF LOTS 1 & 3, BLOCK 6, NORTHPORT ADDITION, AN ADDITION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2007-115918, REAL PROPERTY RECORDS, DENTON COUNTY TEXAS, BEARS S 37°13'45"W, 501.19 FEET;

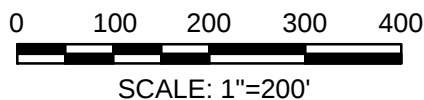
THENCE N 37°13'45"E, 350.35 FEET WITH SAID EASTERLY RIGHT-OF-WAY, TO THE POINT OF BEGINNING AND CONTAINING 29,676 SQUARE FEET OR 0.681 ACRES OF LAND MORE OR LESS.

**EXHIBIT “D”**  
Depiction of Property B





SECTION A-A  
CLEVELAND-GIBBS ROAD  
N.T.S.



SPECIAL WARRANTY DEED  
HW INDIAN SPRINGS, L.P.  
DOC. NO. 2010-129585  
O.R.D.C.T.

SPECIAL WARRANTY DEED  
LA ESTANCIA INVESTMENTS, LP  
REMAINDER OF  
TRACT 1  
DOC. NO. 2008-137045  
O.R.D.C.T.

F. M. WOODWARD SURVEY  
ABSTRACT NO. 1420

MEP&P RR CO. SURVEY  
ABSTRACT NO. 913

FM 1171

A LEGAL DESCRIPTION  
ACCOMPANIES THIS EXHIBIT

## EXHIBIT "E"

CLEVELAND-GIBBS ROAD  
NORTH OF FM 1171

IN THE

F.M. WOODWARD SURVEY ABSTRACT NO. 1420  
CITY OF NORTHLAKE, TEXAS

## LEGEND

- EXISTING PROPERTY LINE
- PROPOSED R.O.W. LINE
- PROPOSED CONCRETE PVMT.
- //// PROPOSED TEMP. ASPH. PVMT.
- FUTURE PAVEMENT LIMITS

# NOT A BIDDING DOCUMENT

ENGINEER: R. BRANDON AILLET  
PE NUMBER: 90842  
DATE: 7/21/2017



4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137-2797  
TEL (817) 847-1422 FAX (817) 232-9784 TBPE FIRM #F-312

DWG: EXHIBIT-E-32075.DWG

AVO: 32075

DATE: 07/21/2017

PAGE NO.: 1 OF 1



## Denco Area 9-1-1 District

1075 Princeton Street • Lewisville, TX 75067 • Mailing: PO BOX 293058 • Lewisville, TX 75029-3058

Phone: 972-221-0911 • Fax: 972-420-0709

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Mark Payne, Executive Director *MP*

DATE: June 16, 2017

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2017, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2017 deadline:

Nominee

Sue Tejml

David Terre

Chrystal Davis

Nominating Municipality

City of Corinth

City of Highland Village

City of Lewisville

Town of Copper Canyon

Town of Hickory Creek

Town of North Lake

Town of Trophy Club

City of The Colony

City of Carrollton

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2017. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, P.O. Box 293058, Lewisville, TX 75029-3058 or fax it to 972-353-6363. You may also email your response to Andrea Zepeda, Executive Assistant at [andrea.zepeda@denco.org](mailto:andrea.zepeda@denco.org).

Thank you for your assistance in this matter.

Enclosures

**DENCO AREA 9-1-1 DISTRICT**

**RESOLUTION**

**DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING  
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

**WHEREAS**, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

**WHEREAS**, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

**WHEREAS**, each member serves a term of two years beginning on October 1<sup>st</sup> of the year member is appointed; and

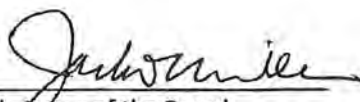
**WHEREAS**, one member representing participating municipalities is appointed each year.

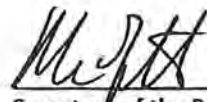
**NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:**

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15<sup>th</sup> of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15<sup>th</sup> of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15<sup>th</sup> of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16<sup>th</sup> of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1<sup>st</sup>. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15<sup>th</sup>. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1<sup>st</sup>.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

**APPROVED and ADOPTED on this 10<sup>th</sup> day of March 2016.**

  
Chairman of the Board

  
Secretary of the Board

## **Denco Area 9-1-1 District Board of Managers FY2017**

### **Jack Miller, Chairman**

- Appointed by Denton County Commissioners Court
- Member since October 2000
- Term expires September 2018
- Former mayor and council member of Denton
- Self-employed as a human resource manager

### **Bill Lawrence, Vice Chair**

- Appointed by Denton County Commissioners Court
- Member since October 2006
- Term expires September 2017
- Former Mayor of Highland Village
- Businessman, Highland Village

### **Chief Terry McGrath, Secretary**

- Appointed by Denton County Fire Chief's Association
- Member since October 2011
- Term expires September 2017
- Assistant Fire Chief, City of Lewisville

### **Jim Carter**

- Appointed by member cities in Denton County
- Member since October 2014
- Term expires September 2018
- President of Emergency Services District #1
- Former Mayor of Trophy Club and Denton County Commissioner

### **Sue Tejml**

- Appointed by member cities in Denton County
- Member since 2013
- Term expires September 2017
- Mayor, Town of Copper Canyon
- Attorney at Law

### **Rob McGee**

- Non-voting member appointed by largest telephone company (Verizon)
- Member since 2012
- Serves until replaced by telephone company
- Manager, Region Network Reliability, Verizon

All voting members serve two-year terms and are eligible for re-appointment.



**TOWN OF NORTHLAKE, TEXAS  
RESOLUTION 17-20**

**A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE BOARD OF  
MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT**

**WHEREAS**, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

**Section 1**

The Town of Northlake hereby to appoint \_\_\_\_\_ as a member of the Board of Managers for the Denco Area 9-1-1.

**Section 2**

That this resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED this the 27<sup>th</sup> day of July, 2017**

**TOWN OF NORTHLAKE, TEXAS**

\_\_\_\_\_  
**Peter Dewing, Mayor**

ATTEST:

\_\_\_\_\_  
Shirley Rogers, Town Secretary

## **Sue Rosson Tejml**

March 2016

835 Orchid Hill Lane  
Argyle-Copper Canyon, TX 76226-4526

Metro: 940-241-2216  
[suecoppercanyon@aol.com](mailto:suecoppercanyon@aol.com)

**PERSONAL:** Native Texan; raised in Corpus Christi (Copper Canyon resident since 1991)  
Married to husband Emil Tejml (engineer & attorney, retired Hoechst-Celanese VP)  
(In case you wondered, his Czech name does rhyme – A mull TAY mull.)  
Three adult children (all A&M grads), seven grandchildren (ages 4 to 28)  
With corporate moves, we have lived in 4 states, 6 Texas cities & worked abroad  
Stay-at-home mother, until I became an attorney at age 40.

**EDUCATION:** University of Texas at Austin (B.A. History)  
University of Hawaii (all summer, literature & history of the Pacific)  
Texas A&M University at Kingsville (M.A. History)  
Rice University (full scholarship for PhD History, lack dissertation for degree)  
New York University Law School (2 years) - U. of Houston Law School (LL.B.)

**MAYOR:** **Town of Copper Canyon for 12 years; re-elected unopposed 7<sup>th</sup> term 2017-2019**

**2015 Copper Canyon ranked #6 in Ten Best Neighborhoods in DFW Metroplex  
by *Dallas Morning News*, ranked #4 in safety for residents**

**Leadership North Texas Graduate – North Texas Commission – 2015 Class 6**

**Denco 911 – Board of Managers 2013-2017; nominee for 3rd term 2017-2019**

### **“What’s Happening in Copper Canyon”**

For 12 years I have personally written this monthly Mayor’s column in  
The *Cross Timbers Gazette*, a local newspaper with 41,000 circulation.  
(Second in circulation in Denton County only to the *Dallas Morning News*.)  
This has been my attempt to keep residents informed of events in our Town and  
also of subjects of general interest in the area – roads, water, gas well drilling, etc.

### **Initiated Annual Denton County Mayors Crime Luncheon (2012-2017)**

The goal was to coordinate information on area crime between the Mayors,  
their Police Chiefs, the Denton County Sheriff’s Office, the Commissioners  
Court, our Texas Legislature representatives, and our US Congressman.

### **Denton County Emergency Services District #1**

Our small Town’s dilemma was inability to adequately fund emergency services.  
The Founding Committee’s task was to educate residents on the benefits of an ESD.  
The ESD would collectively provide fire and emergency medical services to the  
towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and FWSD  
#6 and #7 in Lantana. But a specific property tax would be needed to fund it.  
ESD#1 was created in 2006 by a 62% positive vote in a district-wide election.

**Drafting Committee: "Best Practices for Municipalities and Gas Pipelines"**

(Adopted 2010 by most cities and pipeline corporations with gas pipeline operations in Denton County.) This was a collaborative effort of Mayors, Denton County Commissioners, and the Texas Pipeline Association. The goal was to expedite safe pipeline construction, but with a minimal impact on landowners, local businesses, and future development plans of each city.

**Argyle Volunteer Fire District Board** (Served 12 years, 2005 to present)

**Neighborhood Watch and Crime Prevention**

Copper Canyon does not have a police department. Resident Block Captains were recruited for each street in town. The Town Council then contracted to pay for two Sheriff's Deputies dedicated to Copper Canyon for 80 hours per week. On every shift the Deputy patrols each street in Copper Canyon at least once and sometimes twice. The result has been a virtually crime free community for the past nine years. (It helps that the town is a stable community with neighbors personally knowing each other for years.)

**LEGAL:**      **Solo Attorney 15 years** (General Civil Practice - municipal, family law, oil & gas)  
                 Matagorda County Bar Association - President  
                 State Bar of Texas:      State CLE Committee  
                                                  District 5 Admissions  
                                                  Texas Bar Foundation - Life Member

**FAMILY LAW:** **Board Certified Family Law** (for 10 years)  
                 Texas Supreme Court Committee on Child Support Guidelines  
                 Texas Supreme Court Committee on Child Visitation Guidelines

**MUNICIPAL:**    **City Attorney of Bay City, Texas** (for 6 years; population approx. 20,000)  
                 Municipal Prosecutor  
                 Legal Advisor to Police Department  
                 Bay City Home Rule Charter Commission (elected public office, Co-Chairman)  
                 Texas City Attorneys Association

**VOLUNTEER:** CASA of Denton County (2 years)  
                 (Volunteer as a Court appointed Special Advocate for abused children)  
                 HUG Romania – Volunteer in a Romanian orphanage for 3 weeks  
                 CERT trained for Town of Copper Canyon's Emergency Response

**INTERESTS:** **Home Design:** Designed 5 of our family homes, including home in Copper Canyon  
**Misc.:** Computer, cooking, dollhouse miniatures, hunting, organic gardening  
**Read:** Biography, history, current global events, 1800's British romance novels

**WORLD TRAVEL:** **Eisenhower "People to People Ambassador"** – Texas guest of China's Department of Justice for one month with 50 American women attorneys & judges

**Have visited for a week to a month each in:** Alaska, Australia, Bermuda, Beirut, Canada, China, Czech Republic, England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia, Saudi Arabia, Scotland, Singapore, Switzerland, Tahiti, Turkey, Venezuela, & Wales.

**Hope to visit:** Africa, Argentina, Brazil, Egypt, India, Israel, New Zealand, Peru, & Tasmania.

**2017 Travel:** Two weeks in Far East in April – Korea and Japan (Hopefully, without military conflict)

**NOTE:** Way more than you wanted to know! But, if you have read this far – Thank you.

Being on Denco 911's Board for four years has been an enlightening experience for me. We take for granted that when we call 911, a qualified person will answer and immediately send help. Dallas's recent experience is sobering. Lives are at stake when an emergency call center is understaffed AND there are communication difficulties!

The Denton County Sheriff's Office kindly accommodated my request to "sit in" on a shift of 911 active dispatchers. WOW! The stress is so obvious, because minutes mean the difference in response to a heart attack or child not breathing or home fire or traffic accident. Training is critical! The Dispatcher has seconds to get accurate answers from a person who may be understandably hysterical in the midst of a personal emergency or even tragedy!

If you can, I would genuinely appreciate your support for another two years on Denco 911's Board. And, in return, I promise to keep learning how we can make our Denco 911 continue to be the best it can be for everyone in need of emergency response in Denton County.

Sue Tejml

**David Terre**  
**3941 Teal Cove**  
**The Colony, Texas 75056**  
**972 740-4526**

#### EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

#### EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany and playing professional basketball in Belgium. Worked in marketing coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

#### THE COLONY PLANNING and ZONING COMMISSION

Served 3 years- 2008 thru 2011 as a member and Vice Chair of the board.

#### THE COLONY CITY COUNCIL

- Elected in 2011 and received the honor of being elected Mayor Pro Tem during my first term.
- In 2012 appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- In 2013 became the first Council Member from The Colony to ever be elected to Denton County Tax Appraisal District Board of Directors.
- Was reelected in 2014 to a second term on council, receiving 71% of the total vote in a three candidate race.

#### HONORS RECEIVED

1982 Drake University Basketball Hall of Fame

1994 Moberly Community College Basketball Hall of Fame

1995-2003 Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 Received Wilson Wall of Fame Honor

2007 Selected as Moberly Community College Outstanding Alumni of The Year

2013 Received Washington High School Hall of Honor Award

Chrystal Davis  
1317 Oneida Drive, Carrollton, TX 75010  
940-465-6860  
[Chrystal.Davis@cityofcarrollton.com](mailto:Chrystal.Davis@cityofcarrollton.com)

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**Summary:**

An effective problem solver and relationship builder skilled in enlisting the support of team members in aligning with project and organizational goals. Executive Team member with over 12 years' experience in municipal government providing guidance and direction to various operational areas.

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**Experience:**

**City of Carrollton, Carrollton, TX**

Assistant City Manager

Jan 2016 – present

- Provide direction and guidance to various departments, which include Parks and Recreation, Library, Fleet and Facilities, Human Resources and Administrative Services. Work with various departments in regards to our regional dispatch center, NTECC. Evaluate performance within assigned City departments, program categories and services to ensure prompt, efficient and effective service delivery.
- Responsible for assistance and support to the City Manager and City Council. Assists the City Council in responding to inquiries and/or requests for information from citizens.

**City of Carrollton, Carrollton, TX**

Workforce Services & Civil Service Director

July 2013–Jan 2016

- Responsible for daily operational HR functions, to include: Strategic planning, staffing, employee relations/investigations, HRIS administration, management development, performance management, benefit administration and civil service administration.
- Successfully took all employee benefits to market and transitioned to a new TPA and healthcare network.
- Worked closely with the Deferred Compensation Employee Advisory committee and The Hyas Group to consolidate deferred compensation providers.
- Worked with NTECC Executive Director and Board to establish new policies and HR procedures for the consolidated dispatch center.
- Transitioned to a robust Applicant Tracking system with Spanish application capabilities, a customizable screening tool and a manager self-service component.
- Transitioned working spouses off of the health plan which resulted in an approximate \$700,000 savings to the health fund.
- Eliminated performance evaluations and transitioned the organization to goal setting.
- Conducted a dependent audit which eliminated 12 dependents from the health plan and provided a \$60,000 savings to the health fund.
- Introduced lower cost healthcare solutions to the clinic to save employee & health fund dollars.
- Shared HR and clinic services with multiple governmental entities.

**City of Carrollton, Carrollton, TX**

Workforce Services Manager & Civil Service Administrator

May 2007–July 2013

- Responsible for HR functions, to include: Strategic planning, staffing, employee relations/investigations, management development, performance management and civil service administration. Lead a staff of 5 in support of 850+ employees in 20+ locations.
- Successfully competed with the open market and was declared Substantially Competitive maintaining all HR functions. Down-sized from a staff of 12 to 7.75.
- Eliminated department overtime for 5 consecutive years with a savings over \$50,000.
- Provided in-house recruitments for key positions to eliminate headhunter costs resulting in approximately \$100,000 savings.
- Hired Stimulus Workers and hosted a job fair in effort to fill 250 positions for 42 local businesses, including the City of Carrollton. Efforts recognized by the Wall Street Journal.
- Implemented first online application system and initiated the automation of hiring and exiting forms. Designed workflow for paperless personnel files.
- Implemented the Employee Health & Wellness Center.

**City of Carrollton, Carrollton, TX**

Staffing Coordinator &amp; Civil Service Administrator

Mar 2005–May 2007

- Worked on the Lawson project to setup first online application system that would interface with the new HRIS.
- Screened paper applications and managed advertising contracts.
- Coordinated special recruitments and conducted pre-employment testing.
- Conducted FLSA audit various positions not previously audited.
- Updated job descriptions and created job descriptions for new positions.
- Maintained DOT drug testing software and handled all random drug testing.
- Administered all Civil Service exams and served as the liaison to the Civil Service Commission.

**Financial Center Credit Union, Stockton, CA**

Human Resources &amp; Development Manager

Mar 2002–Mar 2005

- Responsible for all HR functions, including: Strategic planning, staffing, employee relations, ADP payroll, management development, benefits administration, compensation & classification and performance management.
- Supported 120 employees in 4 locations.
- Instituted first Classification and Compensation system to ensure market competitiveness.
- Handled all workers' compensation claims and unemployment hearings.
- Developed training curriculum for new loan software and transitioned organization to automated underwriting system.

**Providian Financial, Sacramento, CA**

Trainer/On-The-Job Training Coach/Collection Rep

Apr 2000–Mar 2002

- Trained new collection representatives.
- Monitored calls for quality assurance.
- Coached employees on the job for maximum performance & customer service.
- Trained and transitioned 400 sales employees to collections.

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**Education:** California State University Stanislaus, Turlock, CA  
Bachelor's Degree – Business Administration

**Certification:** Certified Public Manager (CPM), Arlington, TX – in progress  
Texas State University – NCTCOG

**Professional in Human Resources (PHR)**

Human Resource Certification Institute

**Society for Human Resource Management - Certified Professional (SHRM-CP)**

Society for Human Resource Management

**Advisory Roles:** Carrollton Leadership Academy (CLA), Organizational Efficiency Task Force (OETF), Compensation Committee, IT Technical Advisory Committee, Fiduciary Committee, IT Steering Committee, Executive Team

# Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: July 27, 2017

Re: Setting Dates for Public Hearings on Proposed Tax Rate and Record Vote on Placing Tax Rate Adoption

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It may be necessary to begin the notice and public hearing procedures to establish a tax rate for the next fiscal year in accordance with State law. Per State statute, if a municipality imposes a tax rate that exceeds the effective tax rate, the municipality is required to have a record vote to place a proposal to adopt the tax rate on the agenda of a future meeting as an action item. The estimated effective tax rate for 2017 is 28.82¢, which is lower than the proposed tax rate of 29.5¢. As a reminder, the effective tax rate is the rate that would be applied to the July 2016 property tax values that would provide the same amount of revenue as the current tax year.

If Council sets a tax rate higher than 28.82¢, State law requires that a tax rate be adopted no sooner than 3 days and no later than 14 days after the second public hearing. The normally scheduled Council meetings are August 10, 2017, August 24, 2017, and September 14, 2017. However due to there being three Thursdays in August, September 14<sup>th</sup> falls 21 days after August 24<sup>th</sup>. Therefore, after discussions with Mayor Dewing, he intends to call a special council meeting for September 7, 2017 for the adoption of the tax rate with tax rate hearings on the preceding regular council meetings August 10<sup>th</sup> and 24<sup>th</sup>.

After proposing a tax rate and scheduling the two public hearings, the Town must notify the public of the hearings. Per State law, a "Notice of Public Hearing on Tax Increase" is published in the Denton Record Chronicle as a quarter page ad seven days prior to the first tax rate public hearing or August 3, 2017.

The notice will include Council members' votes on the proposal to consider a tax rate over the effective rate. The notice will also include a comparison of the proposed tax rate with current year's tax rate and with the effective tax rate as applied to average residence homestead values. A copy of the draft notice accompanies this coversheet, if the current tax rate was maintained.

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

# Notice of Public Hearing on Tax Increase

The \_\_\_\_\_ will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by \_\_\_\_\_ percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax rate calculated under Tax Code Chapter 26). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on \_\_\_\_\_ at \_\_\_\_\_.

The second public hearing will be held on \_\_\_\_\_ at \_\_\_\_\_.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR:

AGAINST:

PRESENT and not voting:

ABSENT:

The average taxable value of a residence homestead in \_\_\_\_\_ last year was \$ \_\_\_\_\_

Based on last year's tax rate of \$ \_\_\_\_\_ per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$ \_\_\_\_\_

The average taxable value of a residence homestead in \_\_\_\_\_ this year is \$ \_\_\_\_\_

\_\_\_\_\_. If the governing body adopts the effective tax rate for this year of \$ \_\_\_\_\_ per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$ \_\_\_\_\_

If the governing body adopts the proposed tax rate of \$ \_\_\_\_\_ per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$ \_\_\_\_\_

Members of the public are encouraged to attend the hearings and express their views.

## Special Provision\*

### Enhanced Indigent Health Care Expenditures:

The \_\_\_\_\_ spent \$ \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_ on enhanced indigent health care at the increased minimum eligibility standards, less the amount of state assistance. For the current tax year, the amount of increase above last year's enhanced indigent health care expenditures is \_\_\_\_\_.

\* Print only if applicable.

# Memo

To: Honorable Mayor and Town Council  
From: Drew Corn, Town Administrator  
cc: Shirley Rogers, Town Secretary  
Karen Bolyard, Finance Director  
Date: July 27, 2017  
Re: Setting Date for Public Hearings for 2017-2018 Town Budgets

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It is necessary to set public hearings on the proposed 2017-2018 Town Budget, Economic Development Corporation (EDC) Budget, Community Development Corporation (CDC) Budget, Public Improvement District #1 Budget, and The Highlands Public Improvement District Budget.

Per State statute, it is necessary to state the increase in property tax revenue no matter the cause; whether the increase is based on increased property values, new construction or an increase in the tax rate. If there is an increase in total property tax revenue, it would be necessary to include tax increase language on the budget cover sheet or council action as prescribed by the statute.

The legislation requires the posting of the proposed budget on the Town website. The Town will make the proposed budget available online at [www.town.northlake.tx.us](http://www.town.northlake.tx.us) and at the Town Secretary's Office on July 28, 2017.

The budget hearing will be set for August 10, 2017 beginning at or after 5:30. Per State law, a notice will be required to be published ten days prior to the budget public hearing or by August 1, 2017. The proposed tax rate is anticipated to be greater than the effective tax rate causing the Town to hold two tax rate public hearings. The proposed tax rate is proposed to be less than the rollback tax rate. A copy of the draft notice accompanies this coversheet.

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

**TOWN OF NORTHLAKE, TEXAS  
FISCAL YEAR BUDGET 2017-2018**

**The Town of Northlake, Texas, will hold a public hearing to hear comments for or against a proposed budget for the fiscal year 2017-2018 on August 10, 2017, at 5:30 pm at Town Hall-Chamber Room, 1400 FM 407, Northlake, Texas**

**This budget will raise more total property taxes than last year's budget by \$580,974 or 70.6%, and of that amount \$240,804 is a revenue increase from new property added to tax roll this year.**

**A copy of the 'draft' proposed budget will be filed with the Town Secretary on 7/26/17 by the Town Administrator**

# Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

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

Date: July 27, 2017

Re: Northlake Economic Development Corporation (EDC) Director Appointment

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At the last Council meeting, the Town Council reappointed EDC and CDC directors with expiring terms and appointed new directors to fill open positions on each board. Cale Welborn was appointed to fill the open position on the EDC due to the resignation of Bobby Dowell. However, upon informing Mr. Welborn of his appointment to the EDC, he did not accept the appointment because he is now in the process of moving from Harvest (Northlake ETJ) and felt that it would no longer be appropriate to serve on the EDC. This leaves Welborn's position on the EDC vacant. Attached are the remaining applications received from individuals interested in serving on a board. Campise, Rivera, and Hewitt reside in Harvest as Welborn did. Berryman lives in North Ridge Estates.

Below is the current board structure with term expiration dates.

| <b>EDC Board of Directors (Term Expires)</b> | <b>CDC Board of Directors (Term Expires)</b> |
|----------------------------------------------|----------------------------------------------|
| Vacant (May 2018)                            | Jeff Mewhirter (May 2019)*                   |
| Austin Jackson (May 2018)*                   | Tammy Wright (May 2019)*                     |
| Mike McBride (May 2019)*                     | Dale Toon (May 2019)*                        |
| Marie Amarante (May 2019)*                   | Clifford Travis (May 2019)*                  |
| Hillary Simpson (May 2018)*                  | Michael Ganz (May 2018)*                     |
| Laura Montini (May 2018)*                    | Vicki Parsons (May 2018)*                    |
| Tim Wright (May 2019)*                       | Bo Roberts (May 2018)*                       |

\* denotes Northlake resident

Please contact me at 940.242.5703 if you have any questions prior to the council meeting.

## Shirley Rogers

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Tuesday, May 16, 2017 2:40 PM  
**To:** Shirley Rogers  
**Subject:** Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: [www.town.northlake.tx.us](http://www.town.northlake.tx.us)

Name: Ronald Travis Berryman

Address: 7711 Hillridge Drive

City, State and Zip: Northlake

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: Assistant Director Maintenance Scheduling North Region BNSF Railway. I have held numerous positions within BNSF over the last 21 years. Graduated from Oregon Institute of Technology with a Bachelor of Science in Civil Engineering Technology.

Explain why you would like to serve on this board, commission, or advisory group.: I am wanting to get more involved within the city of Northlake. My family has made Northlake our home and I am wanting to give back to the community.

Do you have any potential conflicts of interest?: None Explain any related experience you may have.: Over the last 10 years I have held positions with my current employer that has enabled me to plan major projects across the western United States. This has included projects to increase trade with Mexico, expansion within the Bakken Shale region, and working with the State of Washington on Public Projects. I understand what is needed infrastructure wise for an area to grow and remain fluid.

What do you feel you have to offer this group?: I would bring to the table experience of living in many locations across the country and what issues I have seen. I would also bring positive and negative experience from different projects. I have an open mind as long as I am able to have all available information presented to me.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.



## Shirley Rogers

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Tuesday, April 11, 2017 7:43 PM  
**To:** Shirley Rogers  
**Subject:** Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: [www.town.northlake.tx.us](http://www.town.northlake.tx.us)

-----  
Name: Joe Campise

Address: 1105 4th Street

City, State and Zip: Argyle texas 76226 Home Phone: [REDACTED] Work Phone:

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: Bachelor in Political Science Texas Tech. I am regional Operations manager for Morrison supply prior to that I spent 13 years in a similar position with Ferguson in Las Vegas Nevada. I have sold plumbing materials to almost every major project on the Las Vegas Strip. I served 2 year term on my community Hoa board in las vegas as well Explain why you would like to serve on this board, commission, or advisory group.: I am always looking for ways to serve my community and make it a better place for all. I believe my past experiences uniquely qualify me for either board appointment Do you have any potential conflicts of interest?: No Explain any related experience you may have.: Hoa board member in Las Vegas. I did not seek reelection because of pending move back to Texas.

What do you feel you have to offer this group?: I have involved in How's, run a 140 million dollar business in Las Vegas and now multiple branches in Texas. I owned my brewery and restaurant in Lubbock. I believe my experiences qualify me to serve on either board.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

*4/12/17 sent email*

RECEIVED  
APR 12 2017  
BY: *S Rogers*

## Shirley Rogers

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Wednesday, April 12, 2017 8:56 AM  
**To:** Shirley Rogers  
**Subject:** Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: [www.town.northlake.tx.us](http://www.town.northlake.tx.us)

-----  
Name: Joe Hewitt  
Address: 1820 McGee Ave  
City, State and Zip: Northlake  
Home Phone: [REDACTED]  
Work Phone: [REDACTED]  
Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: 1) Sr. Manager, Privacy & Security for Kubota Tractor Corp. with 14 years corporate finance, manufacturing, and IT security experience.

2) BBA - Management Information Systems & MBA - Technology Management Explain why you would like to serve on this board, commission, or advisory group.: I am passionate about making Harvest and the surrounding area work efficiently like a well-run business. Texas provides such a great template for fiscally conservative success, I'd like to ensure Harvest and Northlake continue with this important principle.

Do you have any potential conflicts of interest?: No.

Explain any related experience you may have.: My broad corporate experience has taught me how to plan and implement large efforts on a budget and on time. I run programs at Kubota with limited resources and feel I can bring this approach to making Northlake services efficient and effective.

What do you feel you have to offer this group?: I am extremely pragmatic in my approach problem resolution and budgetary issues. I feel this is an important trait in ensuring Northlake grows in an controlled manner during this population boom.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

*4/12/17 sent mail*

RECEIVED  
APR 12 2017  
BY: *S Rogers*

## Shirley Rogers

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**From:** Please Do Not Click Reply <support@govoffice.com>  
**Sent:** Tuesday, April 11, 2017 9:30 PM  
**To:** Shirley Rogers  
**Subject:** Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: [www.town.northlake.tx.us](http://www.town.northlake.tx.us)

Name: Victor Rivera  
Address: 1905 Kaiser Cove  
City, State and Zip: Northlake, TX 76226 Home Phone: [REDACTED] Work Phone: [REDACTED] Email Address: [REDACTED]  
Occupation, Experience, Degrees Held?: \* Chief Operating Officer and Managing Attorney at Dodson Legal Group;  
\* Attorney at Law for nearly 10 years;  
\* Qualified Mediator;  
\* Former Associate Judge for the Town of Flower Mound (5 years);  
\* Former Police Officer for the City of Fort Worth;  
\* Doctorate of Jurisprudence (JD);  
\* Master of Business Administration (MBA);  
\* Bachelor of Applied Arts and Sciences (BAAS) - Dual Major: Political Science and Criminal Justice;  
\* Graduate of Leadership Denton - Class 31.

Explain why you would like to serve on this board, commission, or advisory group.: I have moved my family into the Harvest community and we simply love it. I want to make sure that as the Town of Northlake grows, it does so responsibly and with the best interest of the residents in mind.

Do you have any potential conflicts of interest?: None.

Explain any related experience you may have.: Previous community involvement includes HOA, volunteer for church community functions, and worked on a community development project for the Leadership Denton program (Class 31).

What do you feel you have to offer this group?: As an attorney, I can help the board with legal matters. As a qualified mediator, I can aid the board with negotiations. As a business owner, plus having earned my MBA, I can help the board in making wise business decisions.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

RECEIVED  
APR 12 2017  
BY: J Rogers

4/12/17 sent email



## 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)
    - (c) Appellate Docket No. 06-17-00054-CV
    - City of Justin vs. Town of Northlake
- b. Section 551.087 authorizes a governmental body to convene into executive session to deliberate regarding economic development negotiations
  - 1) Property located in the Town or the Town's ETJ located at the northwest corner of Sam Reynolds Road and Boss Range Road