

1. Agenda

Documents:

[05-10-2018 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[05-10-2018 COUNCIL PACKET.PDF](#)



Peter Dewing, Mayor
Jean Young, Council Place 1
Mike McBride, Council Place 2, Mayor Pro Tem

Michael Ganz, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Northlake Town Council Agenda
Thursday, May 10, 2018 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, May 10, 2018 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. Special Recognition
 - A. Brandon Doughty, 5 Years of Service with Northlake Public Works Department
 - B. Motorcycle Awareness and Safety Month May 2018
 - C. National Police Week May 13th – 19th
 - D. National Public Works Week May 20th – 26th
3. Briefing Items
 - E. Northlake Survey
 - F. Update on Town Office Lease
 - G. FY 2018 Quarterly Budget Report
 - H. FY 2018 Budget Principles Update
 - I. Proposed Unified Development Code Amendments – Setback Regulations
4. Regular Meeting to Order
Pledge of Allegiance-Moment of Silence
5. 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
6. Consent Items
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- J. Consider for approval the Town Council Meeting Minutes of April 12, 2018
- K. Consider the nomination of Jim Carter to the Board of Managers Denco Area 9-1-1
- L. Consider acceptance of a dedication deed for the dedication of 0.383 acres of right-of-way for Sam Lee Lane
- M. Consider acceptance of a dedication deed for the dedication of 0.571 acres of right-of-way for Sam Lee Lane

7. Convene as Board of Adjustment

- N. See separate agenda for Board of Adjustment meeting

8. Regular Items

- O. Consider for approval a Preliminary Plat of Pecan Square Phase 1, a proposed development consisting of 632 single-family residential lots, 24 HOA/open space lots, and 1 gas well lot on a 167.323-acre tract of land out of the F.W. Thornton Survey, Abstract No. 1244, and the A. McDonald Survey, Abstract No. 785, generally located on the south side of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP & Pecan Square Phase 1, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # PP-17-008
- P. Consider for approval a Preliminary Plat of Harvest Phase 4B, 5 & 8, a proposed development consisting of 460 single-family residential lots, 13 non-residential/open space lots, and 1 commercial lot for a school within the extraterritorial jurisdiction of the Town of Northlake on a 133.701-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of Old Justin Road between Cleveland-Gibbs Road and Harvest Way. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-17-009
- Q. Consider for approval a Final Plat of Harvest Phase 4A, a proposed subdivision consisting of 68 single-family residential lots and 5 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 26.510-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located south of Old Justin Road and east of Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-18-008
- R. Consider for approval a contract between Upper Trinity Regional Water District Regional Treated Water System Additional Participating Member Contract with Town of Northlake
- S. Consider for approval the cancellation of the May 24th, 2018 council meeting
- T. Consider for acceptance of resignation(s) from the Northlake Economic Development and Community Development Board of Directors
- U. Consider approval for the appointment of Northlake Economic Development and Community Development Board of Directors

9. 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
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- b. Pursuant to Section 551.071, Texas Government Code - consultation with the City's attorney to seek advice on eminent domain actions to obtain right-of-way out of a certain 3.530 acre tract of land

located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law

- c. Pursuant to Section 551.071, Texas Government Code - consultation with the City's attorney to seek advice on eminent domain actions for drainage and temporary construction easements, out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and other public purposes permitted by law
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Open Session

- V. Consider the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately .4762 acres of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, as right-of-way necessary for the construction and maintenance of roadway and utility improvements and for other public purposes permitted by law (Res. No. 18-____)
- W. Consider the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining a 0.1981 acre permanent drainage easement and two temporary construction easements totaling 0.0896 acres out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and for other public purposes permitted by law (Res. No. 18-____)

10. 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 Monday, May 7th, 2018 by 5 pm.



Shirley Rogers, Town Secretary

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



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Regular Work Session

Agenda Item 1



Special Recognition

Agenda Item 2

NORTHLAKE LOGO

IN RECOGNITION AND APPRECIATION COMMEMORATING

FIVE YEARS OF EXEMPLARY SERVICE

TO THE

TOWN OF NORTHLAKE

THIS PLAQUE IS PRESENTED TO

BRANDON DOUGHTY

PUBLIC WORKS CREW LEADER

2013 - 2018

BY

PETER DEWING - MAYOR

MIKE MCBRIDE – MAYOR PRO TEM

JEAN YOUNG – COUNCIL MEMBER

MICHAEL GANZ – COUNCIL MEMBER

ROGER SESSIONS – COUNCIL MEMBER

DANNY SIMPSON – COUNCIL MEMBER



PROCLAMATION 18-1

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, today's society is finding more citizens involved in motorcycling on the roads of our country; and

WHEREAS, motorcyclists are roughly unprotected and therefore more prone to injury or death in a crash than other vehicle drivers; and

WHEREAS, campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and most of all, fatalities, through a comprehensive approach to motorcycle safety; and

WHEREAS, it is the responsibility of all who put themselves behind the wheel, to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country; and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and

WHEREAS, urging all citizens of our community to become aware of the inherent danger involved in operating a motorcycle, and for riders and motorists alike to give each other the mutual respect they deserve.

NOW, THEREFORE, I, Peter Dewing, Mayor of the Town of Northlake do hereby proclaim the month of May, as Motorcycle Safety and Awareness Month in this Town. Further I urge all residents to do their part to increase safety and awareness in our community.

IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town of Northlake, Texas to be affixed this the 10th day of May, 2018.

TOWN OF NORTHLAKE, TEXAS

SEAL:

Peter Dewing, Mayor



**PROCLAMATION NO. 18-2
NATIONAL POLICE WEEK
May 13th – 19th 2018**

WHEREAS, The Congress and President of the United States have designated May 15, 2018 as Peace Officers' Memorial Day, and the week in which May 15th falls as National Police Week; and

WHEREAS, the members of the **Northlake Police Department** of Town of Northlake play an essential role in safeguarding the rights and freedoms of the Town; and

WHEREAS, it is important that all citizens know and understand the duties, responsibilities, hazards, and sacrifices of the **Northlake Police Department** and that members of our law enforcement agency recognize their duty to serve the people by safeguarding life and property, by protecting them against violence and disorder, and by protecting the innocent against deception and the weak against oppression; and

WHEREAS, the men and women of the **Northlake Police Department** unceasingly provide a vital public service;

NOW, THEREFORE, I, Peter Dewing, Mayor of the Town of Northlake, Texas, call upon all citizens of Northlake and upon all patriotic, civic, and educational organizations to observe the **week of May 13th – 19th, 2018** as **Police Week** with appropriate ceremonies and observances in which all of our people may join in commemorating law enforcement officers, past and present, who, by their faithful and loyal devotion to their responsibilities, have rendered a dedicated service to their communities and, in so doing, have established for themselves an enviable and enduring reputation for preserving the rights and security of all citizens. I further call upon all citizens of Northlake to observe **Tuesday, May 15th, 2018, as Peace Officer's Memorial Day** in honor of those law enforcement officers who, through their courageous deeds, have made the ultimate sacrifice in service to their community or have become disabled in the performance of duty, and let us recognize and pay respect to the survivors of our fallen heroes.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Northlake, Texas to be affixed on this the 10th day of May, 2018.

TOWN OF NORTHLAKE, TEXAS

SEAL:

Peter Dewing, Mayor



**PROCLAMATION NO. 18-3
NATIONAL PUBLIC WORKS WEEK
MAY 20th – 26th 2018**

Whereas, public works services provided in our community are an integral part of our citizen's everyday lives; and

Whereas, the support of an understanding and informed citizenry is vital to the efficient operation of public works system and programs such as water, sewers, streets and highway, public buildings, and solid waste collection; and

Whereas, the health, safety, and comfort of this community greatly depends on these facilities and services; and

Whereas, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

Whereas, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, PETER DEWING, MAYOR OF THE TOWN OF NORTHLAKE, TEXAS, call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contribution which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and Seal of the Town of Northlake, this the 10th day of May, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

SEAL:



Briefing Items

Agenda Item 3

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: 2018 Northlake Resident Survey Results

In May 2010, the Town of Northlake conducted its first resident survey. The survey was sent via mail to all known residential addresses. The survey covered topics such as satisfaction with town services and views on quality of life as well as preferences for retail businesses. In October 2013, the Town conducted another survey in conjunction with the Economic Development Corporations that asked similar questions but went more in depth on consumer preferences and habits. The 2013 survey was mailed with an internet-based entry option available and returned to the original 2010 questions. In December 2015, the Town conducted a resident survey in house using internet-based survey tools exclusively. The 2015 survey included questions related to the comprehensive land use plan update.

Most recently, the Town partnered with a group of graduate students at the University of Texas, Arlington, Department of Public Administration to conduct a survey. This survey again returned to the basic survey questions that have been found on the previous four surveys. A web-based survey tool used was SurveyMonkey. The overall response rate of 269 is higher than previous response rates of 138 in 2015, 105 in 2013 and 67 in 2010. There were 26 respondents that self-identified as Harvest residents or other.

At the May 10, 2018 Town Council meeting, the UTA student group will present the survey results to Council in much more detail breaking down each question. In your packets is the final report for your review. Based on input from Council and Staff, the group has gone into further detail on the challenge of defining rural and understanding the balance between services and rural. Overall responses track very similar to past years with over 91% of residents rating Northlake quality of life either good or excellent.

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

2018 Northlake Resident Satisfaction Report

Submitted to

Town of Northlake, Texas

and

Brian Guenzel

Department of Public Affairs

College of Architecture, Planning and Public Affairs

by

Laura Bradley, Michelle Cervantes, Chris Dennis, Kiersten Lipps

May 10, 2018



UNIVERSITY OF
TEXAS
ARLINGTON

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Executive Summary

Executive Summary

How does a Town like Northlake, located in one of the fastest growing metropolitan areas in the country, encourage responsible economic growth in order to meet the service needs of its citizens yet retain the characteristics that are central to its identity? The process begins with a dialogue between residents and their government.

Since 2010, Northlake has conducted regularly scheduled citizen satisfaction surveys to gather feedback from the community to guide its planning, policy, and service decisions. In 2018, the Town collaborated with the University of Texas at Arlington's College of Architecture, Planning and Public Affairs (UTA Project Team) to conduct a citizen survey. The survey, comprising 51 questions, was available to the public electronically and in print from February 26 to March 23, 2018, during which time 269 responses were collected – a 94.9% increase from the 2016 survey.

Northlake's goals were to gauge residents' satisfaction and preferences, and to educate the public about the need for responsible economic development. To this end, the survey focused on four main sections: 1) General Resident Satisfaction, 2) Shopping Patterns and Retail Preferences, 3) Maintaining Rural Character While Promoting Economic Growth, and 4) Demographics.

Key Findings

Satisfaction

- In general, respondents are satisfied with life in Northlake, with 88.61% stating they would recommend Northlake as good place to live and 79.17% planning to remain in Northlake for the next several years. If a respondent planned to leave, it was most often attributed to high property taxes (28.3%) or "Other" (52.7%), which was mainly expressed as concerns about high-density housing development (21 comments), followed by loss of rural lifestyle (9) and poor road conditions (7).
- People believe they are safe or very safe (88.89%) and rate the police department favorably, with 93.65% rating it as "good" or "excellent."
- Many respondents are dissatisfied with the prevalence of high grass and weeds, quality of roads, and inadequate storm water drainage. However, 78.28% do not favor a tax increase to improve Town services that they rated as "fair" or "poor."

Retail Preferences

- The sample population wants a grocery store (91.78%) and restaurants (85.84%). When asked the type of grocers they prefer, respondents favored a supermarket (85.65%) and a farmer's market (67.71%). They expressed a preference for casual dining or family restaurants (88%). Both males (87.6%) and females (86.3%) are interested in casual/family dining, but 50% of the women prefer a bistro/café, compared to only 27% of the men.
- When it comes to entertainment, 75% of respondents are interested in parks/outdoor activities and 62.5% want movie theaters.

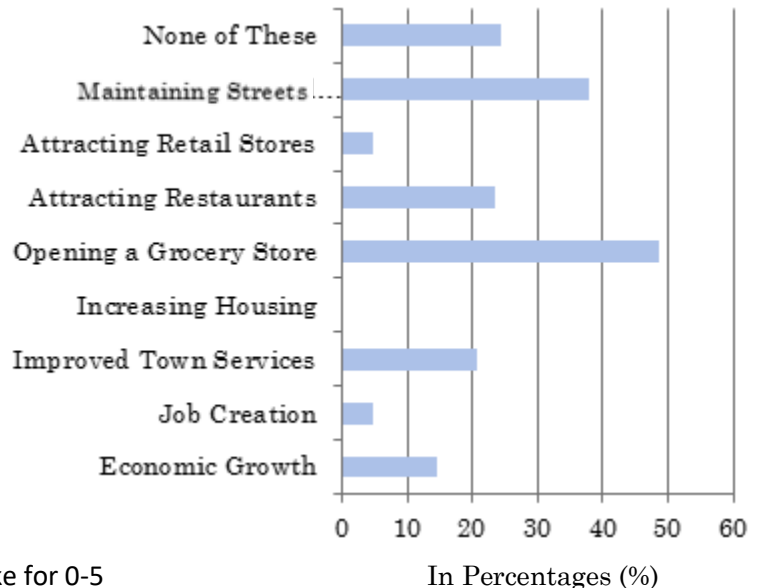
Maintaining Rural Character While Promoting Economic Growth

- The majority of respondents believe that retaining the Town's rural character is either "Important" (17.02%) or "Very Important" (62.82%), but 48.28% believe that having a grocery store is more important than maintaining the rural character, and 37.93% answered that maintaining roads and bridges was more important. However, 24.5% responded that none of the answer choices were more important.
- To maintain Northlake's rural appeal, many people are willing to drive 15 minutes or more to restaurants (66.22%), retail stores (60.36%), and grocery stores (51.8%).

Demographics

- The respondents are mainly between the ages of 40-54 (40%) and 55-69 (32.77%), with 54.59% identifying themselves as female and 43.83% as male. Nearly 68% hold college degrees and 72.6% earn more than \$100,000 annually.
- The majority (63.35%) has lived in Northlake for 0-5 years, with most respondents residing in the Canyon Falls (30.4%) or North Ridge Estates (49.43%) neighborhoods.

What is more important than maintaining Northlake's rural character?



Recommendations

- Respondents were mainly from two neighborhoods and consisted of college-educated individuals earning \$75,000 or more annually. Therefore, subsequent surveys should be marketed to include a more diverse sample population.
- Identifying the location of a respondent's residence remains problematic. The Town should consider capturing a data element that verifies the person's address.

- The results show that 199 respondents use Facebook regularly, but only 101 people have visited Northlake's Facebook page. Furthermore, 48.35% of respondents replied that they do not get enough information about Northlake's programs and services. An opportunity exists to inform and educate the public using social media, promoting platforms such as Nixle.
- With so many respondents opposing a property tax increase, the Town leadership should develop a strategy for educating the residents about the true cost of government.

I. Introduction and Background

The Town of Northlake

The Town of Northlake, Texas, was established in 1960 when a small community of ranches was incorporated into a town in response to concerns that nearby cities might annex the ranches into their corporate boundaries (Town of Northlake, 2016). Located in Ellis County along Interstate Highway 35W, Northlake is bounded by the cities of Argyle, Denton, DSH, Flower Mound, Fort Worth, Justin, Ponder, and Roanoke. The town comprises four zip codes. 17.5 square miles of Northlake's 32.5 square miles are within the town limits (incorporated area), with the remaining land consisting primarily of extraterritorial jurisdictions (ETJs).¹

Northlake operates under a Mayor-Council form of government, with five council members who are elected at-large. The town's population has grown from 1,724 in 2010 to 3,010 in 2017 (North Central Texas Council of Governments, January 1, 2017) – an increase of nearly 75 percent. The population is 85.3% white, 7.68% Hispanic, and 4.14% African-American. In 2014, the Town of Northlake reported 1,052 households and an assessed property value of more than \$379,000,000.

To guide its policy decisions, Northlake follows a comprehensive plan updated in 2016, titled "Pathway to 2040." The plan's recommendations are divided into three development categories: land, infrastructure, and economic. During the formulation of the plan, a rigorous community engagement effort identified the following key concerns of Northlake residents: maintaining rural character, managing growth, and maintaining a sense of community. Furthermore, people generally preferred large housing lots and desired easy access to restaurants and shopping. When asked what trade-offs they were willing to make in exchange for their aforementioned preferences, respondents mentioned more high-density, single-family housing; increased taxes; and more multi-family housing.

¹ See Appendix C for Map of the Town of Northlake

Summary of Problems Addressed

As means of measuring the effectiveness of its planning, communication, and policy efforts, and to inform its comprehensive plan, the town conducts regularly scheduled citizen satisfaction surveys. Because of Northlake's geographic makeup – bounded by seven cities, comprising four zip codes, and an extensive ETJ – many Northlake residents identify themselves with the surrounding communities and do not understand that they are Northlake citizens. Furthermore, according to town officials, many residents infrequently participate in civic activities or interact with their government. These factors have complicated previous resident surveys, making it difficult to reach the targeted audiences, exclude non-residents, and segment the respondents by locations.

With these issues in mind, Northlake's leaders have asked the UTA Project Team to 1) devise a means of identifying a respondent's neighborhood, 2) identify, reduce, or eliminate responses from non-residents, 3) reach Northlake's targeted audiences, 4) increase the response rate, 5) modify the survey to address the town's strategic initiative of maintaining its rural character, while educating the public regarding the need to develop land, and 6) provide a thoughtful analysis of the data that will help guide the town's business and public policy decisions.

Goals and Objectives

Goal 1: Create a survey that meets Northlake's aforementioned needs.

- **Objective One:** Devise a means of identifying a respondent's neighborhood.
- **Objective Two:** Develop a method for gathering information about the Town of Northlake's initiative to maintain its rural character while educating the public about the need to develop land and promote economic growth.

Goal 2: Reach Northlake's target markets.

- **Objective One:** Identify, reduce, or remove responses from non-residents.
- **Objective Two:** Create a communication plan to promote the survey, increasing the response rate from the previous years.

Goal 3: Analyze the data, reporting interesting trends and observations.

- **Objective One:** Conduct a cross-tabular analysis of key data elements.

II. Methodology

Project Planning

The UTA Project Team established a Project Plan which laid out all necessary steps in the development, administration, analysis, and presentation of the project requirements. Six major milestones were determined, consisting of:

1. Design Survey: Develop survey questions, client review--and subsequent revisions, develop digital format, develop print edition.
2. Develop Marketing and Distribution Plan: Write marketing and communication plan, identify and contact opinion leaders, develop print and electronic promotional piece, establish distribution methods.
3. Survey Execution: Launch and close digital edition, distribute and collect print edition, compile data into database.
4. Analyze Survey Data: Review initial data for first-look findings, develop cross-tab points of interest, and determine points in need of action or further assessment.
5. Develop Final Report: Outline, Draft, Review, and Revision.
6. Presentation: Draft presentation, present to Northlake Town Council.

Survey Design began by modifying the Town of Northlake's existing 2016 SurveyMonkey survey to meet the current needs of the client and create a duplicate print edition of the survey. The UTA Project Team then developed questions specific to the driving question of how to stimulate economic growth and maintain the rural character of Northlake. All questions were reviewed by the client and revisions were made as necessary. The end result was a 51-item survey designed to gather information about the resident's perception on the quality of life in Northlake, resident's interest in types of new developments, and feedback pertaining to maintaining Northlake's rural character.²

As part of a comprehensive marketing strategy, the UTA Project Team crafted a promotional flyer that was distributed to survey participants using the Town of Northlake's social media, website, and email distribution list. In addition, the team identified and contacted community opinion leaders, homeowners associations, neighborhood associations, and apartment complex managers, asking them to promote the survey and explain its significance.

² See Appendix A for full survey

Data

The Town of Northlake stated three primary purposes behind the survey: 1) Rating Town Satisfaction, 2) Promoting Economic Growth, and 3) Maintaining Rural Character. To this end, the survey construction focused on four major sections:

- 1) General Resident Satisfaction
- 2) Shopping Patterns and Retail Preferences
- 3) Maintaining Rural Character While Promoting Economic Growth
- 4) Demographics

Questions in Section 1 of the survey were primarily taken from the 2016 survey, with some alterations based on updated census data and town growth. This recycling of questions will allow us to easily track how the town's satisfaction rating has changed since the previous survey. In this section, participants were asked to answer questions regarding their residency in or interactions with the Town of Northlake, Quality of Life, Northlake Police Department, Town Services, Town Communication, and Customer Service.

Section 2 consisted of predominantly new questions to the resident survey. These questions focused on identifying the types of stores and services residents are most interested in seeing built in the Town of Northlake.

Section 3 also featured many new questions, with a focus on the rural character of the town. The questions were designed to identify which rural traits residents consider to be most important and what characteristics they would be willing to give up in an effort to promote economic growth and self-reliance in the Town of Northlake.

Section 4 featured demographic questions similar to those used in 2016, with some alterations based on census data and social changes within the Town of Northlake.

Data Collecting Methods

Data for this survey report was collected using a convenience sample. Survey access and promotions were sent to residents through outreach to homeowners associations, neighborhood associations, and apartment complex managers. The Town of Northlake also promoted the survey through social media, the town website, and its email distribution list.

While the use of convenience sampling is commonly used due to affordability, it does create a risk of sample bias as the respondents may not be representative of the city as a whole. To determine if sample bias is present, questions regarding area of residency, business ownership, age, gender, level of income, and level of education were asked in addition to other demographic questions. During analysis, these questions will allow the UTA Project Team to identify which residents were most likely to respond and which residents may be underrepresented.

Survey questions were designed to collect data in three ways:

1. Categorization
2. Yes/No
3. Ranking

Categorization questions were used primarily when working with demographic or location based questions, such as identifying age range, gender, neighborhood, etc. Some yes/no questions were used to determine if further questions needed to be answered, such as whether or not the respondent had ever interacted with the police force, used the town website, or would be willing to increase taxes to improve town services. In most cases, respondents answering ‘yes’ to these types of questions were then asked to rank their experiences.

Predominantly, the survey data is reliant on ranking methods. Many questions in “Section 1: Resident Satisfaction,” ask respondents to rank their level of satisfaction on a scale of excellent, good, fair, or poor. Other questions rank the respondent’s feeling of safety or their frequency of use of town services using the same scale. “Section 2: Shopping Patterns and Retail Preferences” and “Section 3: Maintaining Rural Character While Promoting Growth,” ask respondents to choose their top three choices from lists of types of shopping, eateries, or services. Also seen in these sections are matrix questions, or grids, that ask respondents to identify where they already go for said shopping and services, ultimately these matrix questions will result in ranked data.

Participants had the opportunity to respond to the survey in one of two ways: online or via paper. Online surveys were taken through SurveyMonkey where data was collected and sorted by the program’s database. Paper surveys were to be delivered to city hall and then collected by a UTA Project Team member who would then see to the data entry in SurveyMonkey so that all respondent data was in the same database. Notably, no respondents chose to use the print edition of the survey. 100% of respondents used SurveyMonkey.

Residents were able to respond to the survey beginning on February 26, 2018 through March 23, 2018. Preliminary survey results were monitored each week to identify early trends and response drop-offs. Officials

within the Town of Northlake primarily led outreach and communication to residents using the previously described tools and methods developed by the UTA Project Team in efforts to encourage survey responses.

Data Analysis Methods

Data intake trends, item statements, and answer options were collected by the SurveyMonkey database. This data was exported to Excel.

A total of 269 participants responded to the survey, though many skipped various items resulting in an average 89% completion rate. The UTA Project Team reviewed initial results and began pulling cross-tabulations via the SurveyMonkey database tool.

To prevent human error, statistics were calculated primarily through the use of the SurveyMonkey database tool. Comparison of demographic data to census data allowed the UTA Project Team to identify potential sampling bias to address and identify during presentation of results--given the nature of this convenience survey it is expected that some bias will present itself.

As some survey items were skipped by respondents, item non-response bias was also addressed via the calculation tools of SurveyMonkey. Item non-response bias on individual items is adjusted for by only counting actual responses when calculating percentages and ranks--a service provided by SurveyMonkey. During cross-tabulation it would be possible to weight results to adjust for item non-response; however, given that this survey was a convenience sample and not a scientific study such weighting was deemed unnecessary in gaining a general understanding of the climate of the Town of Northlake.

Constraints

The project's main constraint was the compressed timeline for establishing, executing, and analyzing the survey. If there had been more time, the team might have devised a more sophisticated method of identifying a respondent's neighborhood, one that used GIS or IP-recognition technology, and developed a more targeted form of marketing and promoting the survey in areas which have a history of providing little to no feedback on previous resident surveys.

III. Results

Participants, Sample Size, and Characteristics

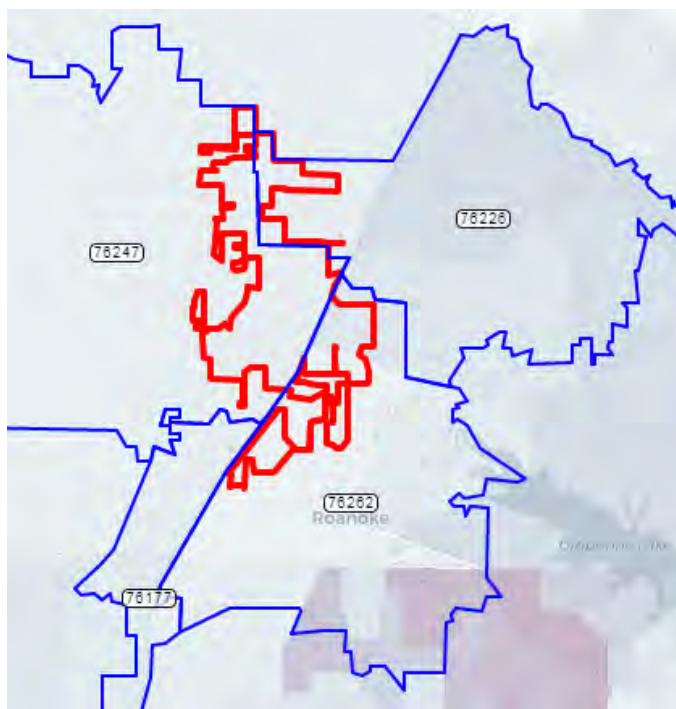
The UTA Project Team included survey questions that would help town administrators identify legitimate residents of Northlake and take their opinions into account. Because the survey was taken anonymously, there was no way of preventing survey respondents from taking the survey multiple times and attempting to skew the results. Even questions that were supposed to help identify non-residents could be answered falsely. The Project Team accepted these limitations because there was no available means of verifying identity and preventing multiple submissions. Another goal for this survey was to increase participation, which was achieved.

At the end of the survey window, 269 survey responses had been collected. This was an increase from last year's response amount of 138 responses. Looking at individual characteristics of the participants, 40% were between the ages of 40-54 and 32.77% were ages 55-69. Of the participants who chose to

Town of Northlake Demographic Comparison

	2010 Census	2016 American Community Survey	2018 Resident Satisfaction Survey
Number of Residents/Respondents	1,724	2,894	269
Age			
18-29	404 – 23.4%	663 – 22.9%	7 – 3.3%
30-39	280 – 16.2%	424 – 14.6%	24 – 17.6%
40-54	395 – 22.9%	580 – 20.4%	93 – 39.9%
55-69	188 – 8.1%	328 – 11.3%	77 – 33%
70+	34 – 1.9%	101 – 3.4%	15 – 6.4%
Gender			
Male	861 – 49.9%	1384 – 47.8%	102 – 43.7%
Female	863 – 51.1%	1510 – 52.1%	128 – 54.9%
Non-Binary	N/A	N/A	0 – 0%
Prefer Not to Answer	N/A	N/A	3 – 1.2%
Employment			
Full-time	513 – 80.4%	1686 – 58.2%	157 – 67.3%
Part-time			12 – 5.1%
Unemployed	Unspecified	7 – 0.2%	1 – 0.4%
Retired	Unspecified	Unspecified	48 – 20.6%
Student	Unspecified	Unspecified	0 – 0%
House spouse	Unspecified	Unspecified	15 – 6.4%
Years of Education			
Less than high school	N/A	N/A	0 – 0%
Some high school	57 – 5.9%	10 – 3.8%	0 – 0%
High school graduate	179 – 18.7%	27 – 10.3%	15 – 6.4%
Some college	385 – 40.3%	128 – 48.9%	60 – 25.8%
College graduate	333 – 34.9%	97 – 37%	116 – 50%
Grad school/degree			41 – 17.6%
Household Income			
Under 10,000	18 – 5.6%	24 – 2.1%	0 – 0%
10,001-25,000	78 – 24.2%	103 – 8.9%	1 – 0.4%
25,001-50,000	104 – 32.3%	317 – 27.4%	6 – 2.7%
50,001-75,000	62 – 19.3%	200 – 17.3%	18 – 8.2%
75,001-100,000	44 – 13.7%	156 – 13.5%	35 – 16.1%
100,000+	16 – 5%	357 – 30.9%	157 – 72.3%
Age Ranges of Children in the Home	*Age Population, not number of households		
0-6	157	Insufficient Data	40 – 17.3%
6-12	162	Insufficient Data	51 – 22.1%
13-18	131	Insufficient Data	48 – 20.8%
none	N/A	Insufficient Data	125 – 54.3%
Home Ownership			
Own	259 – 34.3%	318 – 27.4%	229 – 97.8%
Rent	497 – 65.7%	839 – 72.5%	5 – 2.1%
Rent-free situation	N/A	N/A	0 – 0%

Data taken from https://factfinder.census.gov/faces/nav/jsf/pages/community_facts.xhtml



Town of Northlake Zip Codes Map

answer, 54.89% identified as female and 43.83% identified as male. The majority of respondents are employed full time (67.23%) and most are college graduates (50.00%). Additionally, 72.60% of respondents make over \$100,000 per year.

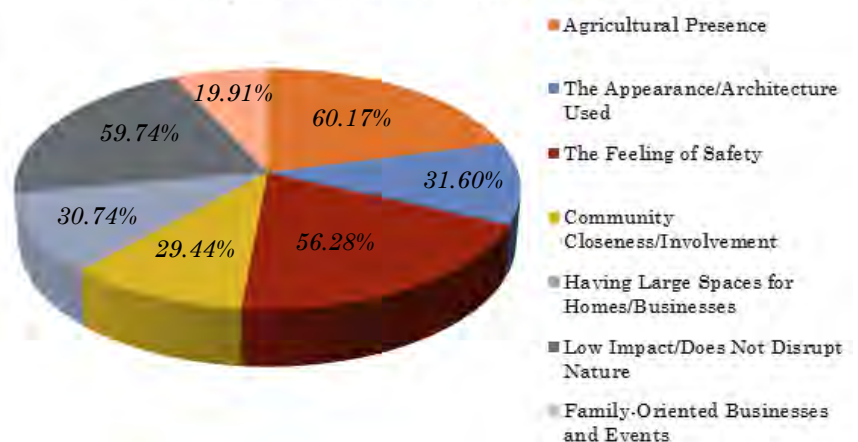
Group data of the participants indicates that 63.35% have lived in Northlake for five or fewer years and 36.64% have resided there for six or more years. Geographically speaking, responses were predominately split between the zip codes 76226 (40.38%) and 76247 (55.85%). The remaining zip codes, 76262, 76259, and other, collectively contained 3.77% of respondents³. As such, 30.4% of respondents live in the Canyon Falls neighborhood and 49.43% live in the North Ridge Estates neighborhood. The remaining 20.17% live in a

variety of other neighborhoods. This is significant as it shows that the majority of responses come from specific regions within Northlake.

Defining Rural

For this survey, we asked respondents to identify what rural means to them by having them answer question 44 which asked them to “check 3 traits [they] find most important to retaining a rural community.” Results show that 60.17% of respondents believe an “Agricultural Presence” is a key rural trait, 59.74% answered “Low

Most Important to Retaining Rural Community



³ Map Provided by <http://www.city-data.com/zipmaps/Northlake-Texas.html>

Impact/Does Not Disrupt Nature,” and 56.28% said “The Feeling of Safety.” While the survey did not ask respondents to suggest their own definition of “rural,” the responses to Question 44 can help guide town administrators in identifying some key characteristics that new economic developments should have.

Findings

The 2018 survey has brought to light several important insights into how residents view their quality of life in Northlake and how they envision Northlake’s future. Citizens value Northlake’s rural character, but many also desire development, like adding a local grocery store. By dissecting the survey responses and creating cross tabulations, the UTA Project Team is able to look critically at what citizens are asking for and what will increase their satisfaction with living in the Northlake community.

Summary of Statistical Findings.

Below are the most notable summary statistic percentages.⁴ Overall, the majority of respondents indicated they were pleased with the quality of life in the Town of Northlake, would not be in favor of tax increases to make improvements to town services, and plan to stay in Northlake. Additionally, responses indicate a strong desire to have a grocery store built in Northlake but also feel a strong need to maintain the rural characteristics of the town.

- In terms of general appearance, 57.98% of respondents rated Northlake as “Good” and 33.46% rated it as “Excellent.”
- 51.98% of respondents rated the service by Northlake PD as “Excellent” and 41.67% rated it as “good.”
- 51.59% of respondents generally feel “Safe” in Northlake and 37.30% feel “Very safe.”
- 78.28% of respondents say they are not in favor of a tax increase to fund improvements of town services that they rate as “Fair” or “Poor.”
- 51.65% of respondents say they receive enough information about Northlake’s town services and programs.

⁴ See Appendix D for complete Survey Statistical Results

- 88.61% of respondents say they would recommend Northlake as a good place to live for family and friends.
- Looking ahead over the next several years, 79.17% of respondents say they will remain in Northlake.
- 52.7% of respondents listed “Other” and 18.92% listed “School Property Tax is Too High” as their primary reason for planning to move away from Northlake.
- 91.82% of respondents identified “Grocery Stores” and 85.91% identified restaurants as the types of businesses they would most like to see in town.
- 85.65% of respondents identified Supermarkets and farmer’s markets as the type of grocer they are most interested in seeing in Northlake.
- 62.55% of respondents say retaining Northlake’s rural character is “Very Important.”
- 48.5% of respondents identified “Grocery Store” and 37.77% identified “Maintaining Streets and Bridges” as more important than maintaining Northlake’s rural character.
- In order to retain the rural character of the community, respondents were willing to drive 15 minutes or more to restaurants (65.92%), retail stores (60.09%), and grocery stores (51.57%).
- 60.17% of respondents answered “Agricultural Presence,” 59.74% said “Low Impact/Does Not Disrupt Nature,” and 56.28% said “The Feeling of Safety” were the most important traits for retaining Northlake’s rural community.

Cross-tabulation Findings

The cross-tabulation analysis revealed multiple relationships between individuals’ responses and their demographic characteristics or responses to other survey questions. These observations are grouped below into four categories: 1) Retail Preferences, 2) Quality of Services and Willingness to Pay, 3) Retaining Rural Character, and 4) Planning to Leave Northlake. Comparing these variables leads to observations and questions that might prompt additional research, improve Town officials’ understanding of their community, and guide policy decisions⁵.

⁵ See Appendix E for Complete Cross-Tabulation Tables and Data

1. Retail Preferences

Of the 269 respondents, 54 chose not to answer Question 36: “Choose the top three types of businesses you would most like to see in Northlake.” Those who did respond, stated a preference for grocery stores (92%) and restaurants

(85.6%). It should be noted that the majority of those responding to this question have lived in Northlake for one to five years, which

Question 36: Choose the top three types of businesses you would most like to see in Northlake.

Years in Northlake	< 1 Year		1-5 Years		6-10 Years		10+ Years		Total Responses
Q36: Grocery Store	16.16%	32	48.48%	96	11.62%	23	23.74%	47	198
Q36: Drug Store/Pharmacy	13.85%	9	46.15%	30	13.85%	9	26.15%	17	65
Q36: Restaurants	16.85%	31	50.54%	93	9.78%	18	22.83%	42	184
Q36: Retail/Shopping	19.48%	15	45.45%	35	10.39%	8	24.68%	19	77
Q36: Entertainment	17.86%	10	50.00%	28	12.50%	7	19.64%	11	56
Q36: Service/Assistance	5.26%	1	42.11%	8	5.26%	1	47.37%	9	19
Total		34		103		25		53	Answered 215

corresponds to the overall survey population (46.56%), and this group’s preferences are consistent with the other groups. Also, it is not surprising that service/assistance ranked low (8.8%), in light of the fact only 6.81% of the sample is 70 years old or older. Continued examination of Question 36, but cross-referenced with age, depicts strong support for grocery stores and restaurants by the age groups 40-54 (90.1%, 91.3%) and 55-69 (91.8%, 82.4%).

Cross-referencing of Number of Years Lived in Northlake with Question 37: “Choose the top three types of restaurants you would most like to see in Northlake” indicates a strong preference for casual dining or family restaurants (88%), with 77% of those respondents who have lived in Northlake 1-5 years selecting this answer. Continued examination of Question 37 but cross-referenced with gender depicts some differences between the preferences of men and women. Both males (87.6%) and females (86.3%) are interested in casual/family dining, but 50% of women prefer a bistro/café, compared to only 27% of the men. The preferences of males and females for pubs/sports bars were relatively similar, with response rates of 37% and 33.8% respectively.

When cross-tabulated by gender, Question 40: “Choose the top three types of entertainment you would most like to see in Northlake” revealed both females and males expressed entertainment preferences for parks/outdoor activities (75.89%, 75.53%) and movie theaters (64.29%, 59.57%). Women (34.82%) were more likely to want a bowling alley than men (21.28%), but no one appears to dance these days, with only 8.93% of females and 4.26% of males expressing support for a dance hall.

2. Quality of Services and Willingness to Pay

A comparison of respondents who rated a Town service as “fair” or “poor” yet did not support a property tax increase to fund improvements produced curious results. More than half (56.5%) of respondents rated the condition of gravel roads as “fair” or “poor,” but only 21.27% of those respondents support a tax increase to improve the roads. For storm drainage, 44.7% rated the service as “fair” or “poor,” with only 20.81%

Question 20: Would you be in favor of a property tax increase to fund these improvements?

Condition of Gravel Roads

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	2.13%	1	42.55%	20	42.55%	20	12.77%	6	47
Q20: No	2.45%	4	36.81%	60	48.47%	79	12.27%	20	163
Total		5		80		99		26	Answered 221

Storm Drainage

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	8.70%	4	50.00%	23	28.26%	13	13.04%	6	46
Q20: No	13.02%	22	39.64%	67	33.73%	57	13.61%	23	169
Total		26		90		70		29	Answered 221

supporting a property tax increase, and similarly, 46.1% rated street lighting as “fair” or “poor,” but 76.47% would not support a property tax increase to improve the infrastructure.

3. Retaining Rural Character

Of the 269 respondents, 41 chose not to answer Question 42: “Which of the following are more important than retaining Northlake's rural character?” The responses indicate that people who have lived in Northlake 1-5 years believe that opening a grocery store (54.7%) is more important than maintaining the Town’s rural character. The importance of opening a grocery store yielded lower percentages for those living in the Town for 6-10 years (28.5%) or more than 10 years (42.6%). Maintaining streets and bridges is cited as more important than maintaining rural character by 50.8% of those who have lived in the Town for more than 10 years but yielded lower

percentages for those having lived in Northlake for 1-5 years (33.9%) and 6-10 years (28.5%). Notably, no respondent stated that increased housing was more important than retaining rural character. Also, with the

Question 43: If it helped Northlake retain its rural character, which of the following would you be willing to do?

Years in Northlake	< 1 Year		1- 5 Years		6- 10 Years		10+ Years		Total Responses
Q43: Receive Fewer Town Services	24.14%	7	41.38%	12	10.34%	3	24.14%	7	29
Q43: Pay Higher Fees for Town Services	21.21%	7	48.48%	16	15.15%	5	15.15%	5	33
Q43: Drive 15 Minutes+ to Grocery Store	14.91%	17	37.72%	43	13.16%	15	34.21%	39	114
Q43: Drive 15 Minutes+ to Restaurants	13.89%	20	42.36%	61	13.19%	19	30.56%	44	144
Q43: Drive 15 Minutes+ to Retail Stores	14.50%	19	48.85%	64	11.45%	15	25.19%	33	131
Total		33		99		27		60	Answered 219

exception of those who have lived in the Town for 6-10 years (42.8%), less than 27% within each category responded that none of the options were more important.

The responses for Question 43: “If it helped Northlake retain its rural character, which of the following would you be willing to do?” were relatively consistent across the categories when compared with the characteristics of the sample group. Respondents are willing to drive 15 minutes or more to a grocery store (52%), restaurants (65.75%), or retail stores (59.82%), yet are unwilling to receive fewer Town services (13.24%) or pay higher fees for services (15.07%).

When cross-tabulated by gender, 61.9% of the female respondents stated that the feeling of safety was important to retaining a rural community, while only 49.5% of males selected this answer choice.

4. Planning to Leave Northlake

Of the 240 people who responded to Question 31: “Looking ahead to the next several years, do you plan on remaining in Northlake,” 20.83% (50) answered that they did not plan on remaining in Northlake. 66% of respondents planning to leave Northlake currently live in North Ridge Estates. This observation is in sharp contrast to the Canyon Falls neighborhood. Of the respondents from Canyon Falls (79), only 6.32% plan on leaving the Town in the near future.

Question 31: Looking ahead to the next several years, do you plan on remaining in Northlake?					
Tax Increase	Yes		No		Total Responses
Q31: Yes	24.70%	41	75.30%	125	166
Q31: No	14.29%	7	85.71%	42	49
Total		48		167	Answered 215

A comparison of people’s responses who stated that they were planning to leave Northlake and their response to the quality of life in the Town revealed that 71.4% believe that the quality of life is either “Good” or “Excellent,” but of those who have no plans to leave the Town, the response was much stronger, with 96.3% stating that the quality of life was either “Good” or “Excellent.”

When cross-tabulated against survey participants’ responses to Question 20, which polled support of a property tax increase to improve services, 85.7% of those who plan to leave Northlake would not support a tax hike. If a respondent planned to leave the Town of Northlake, it was most often attributed to high property taxes (28.3%) or “Other” (52.7%), which was mainly expressed as concerns about high-density housing development.

IV. Conclusions and Recommendations

Evaluating each section of the survey responses has allowed the UTA Project Team to reach several significant conclusions. Respondent data shows that the majority of respondents feel safe in Northlake, are pleased with the Town's police department, and, for the most part, are happy with services provided by the Town of Northlake. Less than 7% of those surveyed found the police department's service to be fair or poor. In addition, the department is highly visible in the community and 57% of the respondents have interacted with an officer – most often by talking to a patrolman or a social interaction – with more than 96% of the sample stating that the officers were courteous, polite, and responsive. Three points of dissatisfaction for respondents were the prevalence of high grass and weeds, quality of roads, and the poor storm water drainage system. However, respondents were not supportive of increasing taxes to pay for improvements.

The UTA Project Team recommends that the town develops a cross-channel community engagement strategy that blends in-person, digital, and print communications. Visits to homeowner associations and apartments could be augmented by social media, email, and water bill inserts to educate residents about the Town's strategic direction, policy decisions, and tax spending. Utilizing already established communication systems such as the school district or utility systems will also assist in establishing networks of communication. These efforts could improve community relations and provide a platform for advertising future surveys and communicating with the residents.

While respondents did show some interest in increasing retail and restaurants, the respondents were also willing to drive more than 15 minutes for these facilities in order to maintain the rural character of the town. However, 91.82% of respondents expressed interest in having a grocery store in the Town of Northlake. Notably, 80% of respondents said they sometimes or frequently shop in small shopping centers containing 5-8 stores. The UTA Project Team recommends the Town of Northlake work towards attracting a private/corporate investor to bring their business to Northlake. Based on survey results, the ideal construct would be a shopping center of 5-8 stores containing a supermarket, restaurant, and retail venues. The utilization of a small shopping center to centralize construction will also help to minimize impact on nature, which 60% of survey respondents felt is an important part of retaining the town's rural character.

The survey response percentage has increased over the years, growing from 67, 3.88% in 2010 to an approximate 269, 8.93% in 2018. However, the 2018 results came from a select portion of the Northlake population as 47.43% of respondents live in the North Ridge Estates and 30.04% live in Canyon Falls. Additionally, 93.59% of 2018 respondents have some college education with 67.95% holding a degree. Of the 269 respondents, 88.08% are employed full-time or retired and 88.58% earn \$75,000 or more a year. This data reveals that the sampling of respondents came predominantly from a distinct demographic of citizen: educated,

employed, homeowners, with high incomes; yet, this demographic makes up a lower percentage of the actual population of the Town of Northlake. Looking to the future, marketing and communication will play a vital role in promoting future surveys to a wider array of participants; this will increase both the number of respondents and diversify the population of respondents for future surveys.

This leads the UTA Project Team to highly recommend making improvements to the marketing of the Resident Satisfaction Survey by advertising the survey in more ways than used in previous years. The use of the aforementioned cross-channel community engagement strategy would allow for more advertising opportunities. Additionally, residents need to know there is a connection between results of the survey and changes within the city. Marketing or advertising any decisions made based on the 2018 Resident Satisfaction Survey will help Northlake residents to understand the significance of participating next year. 2018 survey results show us that 199 respondents use Facebook regularly, but only 101 people visit the Town of Northlake Facebook page. Therefore, there's an opportunity to educate the public about the Town of Northlake Facebook presence and the advantages of having a Nixle account to improve communication between the Town Government and its citizens. It is vital that Northlake increase responses from residents outside of the highly educated and affluent population of Northlake.

V. References

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VI. Appendices

Appendix A

Northlake Resident Satisfaction Survey 2018

Residency Information

The Town of Northlake is conducting a survey of its citizens. If you are age 18 or older and are a resident of Northlake, please complete this survey. This survey will determine how citizens rate town services and provide useful information towards future development programs and budgeting decisions. All of your answers will be kept confidential and will not be tracked.

1. Please select all that describe you.

- ☐ Northlake Resident
- ☐ Northlake Business Owner
- ☐ Northlake Property Owner - *please also answer question 2.*

2. If you selected "Northlake Property Owner," please identify the type of property you own. Check all that apply. If you did not, please skip to question 3.

- ☐ Residential
- ☐ Agricultural
- ☐ Business

3. Are you a current resident of Northlake?

- ☐ Yes - *please answer questions 4, 5, and 6.*
- ☐ No - *please skip to question 7.*

4. How long have you lived in Northlake?

- ☐ Less than 1 Year
- ☐ 1 - 5 Years
- ☐ 6 - 10 Years
- ☐ 10+ Years

5. What is the current zip code of your home?

- ☐ 76226
- ☐ 76247
- ☐ 76262
- ☐ Other

6. In which neighborhood do you live?

- | | |
|--|---|
| ☐ Brian's Place | ☐ The Highlands |
| ☐ Canyon Falls | ☐ North Ridge Estates |
| ☐ Chadwick Apartments | ☐ Northlake Country Estates |
| ☐ Creekside Apartments | ☐ Stardust Ranch |
| ☐ Dry Creek Apartments | ☐ 5+ Acres of Land |
| ☐ Harvest | |
| ☐ Other | |

7. Where do you live? (Answer only if you responded "no" to question 3.)

- ☐ Harvest
- ☐ Other (Please specify.)

Quality of Life

8. How would you rate the quality of life in Northlake?

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

9. In terms of general appearance (cleanliness, quality of houses, etc), how would you rate the condition of Northlake?

- ☐ Excellent ☐ Good ☐ Fair ☐ Poor

10. How often would you say you have seen the following problems in Northlake?

	Frequently	Sometimes	Rarely	Never
Litter	☐	☐	☐	☐
Illegal Dumping	☐	☐	☐	☐
High Grass and Weeds	☐	☐	☐	☐
Junk Vehicles	☐	☐	☐	☐
Stray Animals	☐	☐	☐	☐
Drainage/Flooding Problems	☐	☐	☐	☐
Deteriorating Housing	☐	☐	☐	☐

Northlake Police Department

11. Overall, how would you rate the service provided by the Northlake Police Department?

☐ Excellent ☐ Good ☐ Fair ☐ Poor

12. How would you rate the Northlake Police Department's visibility/presence in the town?

☐ Excellent ☐ Good ☐ Fair ☐ Poor

13. How would you rate your feeling of safety in your home in Northlake?

☐ Very Safe ☐ Safe ☐ Somewhat Safe ☐ Not Very Safe ☐ Not Safe at All

14. How would you rate your feeling of safety in Northlake in general?

☐ Very Safe ☐ Safe ☐ Somewhat Safe ☐ Not Very Safe ☐ Not Safe at All

15. In the past year have you come into contact with a Northlake police officer?

☐ Yes - ***please answer questions 16, 17, and 18.***

☐ No - ***please skip to question 19.***

16. What was the reason for your most recent contact?

- ☐ Reported a Crime ☐ Reported Suspicious Noise/Behavior
- ☐ Traffic Violation ☐ Talked to Police on Patrol
- ☐ Called 911 ☐ General Social Interaction
- ☐ Called to Make an Inquiry ☐ Responded to Home Alarm System
- ☐ Other

17. Was the police officer you spoke with courteous and polite?

- ☐ Yes ☐ No

18. Was the police service provided in a timely manner?

- ☐ Yes ☐ No

Town Services

19. Below is a list of services that the Town provides to its residents. Please mark how you would rate each of these services.

	Excellent	Good	Fair	Poor
Condition of Paved Roads	☐	☐	☐	☐
Condition of Gravel Roads	☐	☐	☐	☐
Animal Control	☐	☐	☐	☐
Garbage Collection	☐	☐	☐	☐
Code Enforcement	☐	☐	☐	☐
Police Protection	☐	☐	☐	☐
Water Quality	☐	☐	☐	☐
Water Availability	☐	☐	☐	☐
Storm Drainage	☐	☐	☐	☐
Street Lighting	☐	☐	☐	☐
Emergency Services (Fire/Medical)	☐	☐	☐	☐

20. If you rated any of the services as "fair" or "poor," would you be in favor of a property tax increase to fund these improvements?

☐ Yes ☐ No

Town of Northlake Communication

21. Do you get enough information about Town of Northlake programs and services?

☐ Yes ☐ No

22. Have you visited Northlake's website: www.town.northlake.tx.us?

☐ Yes - ***please continue to question 23.***

☐ No - ***please skip to question 24.***

23. Were you able to find the information you needed on the town's website?

☐ Yes ☐ No ☐ Don't Know

24. Have you signed up for free email and text notification services offered by the Town of Northlake? If so, please check all that apply:

☐ Nixle

☐ Facebook

☐ E-news and Notices

☐ No

25. Which social media sites/apps do you regularly use? (Please check all that apply.)

☐ Facebook

☐ YouTube

☐ Instagram

☐ Snapchat

☐ Twitter

☐ I do not use social media

Town of Northlake Customer Service

26. Have you or a member of your household contacted the Town of Northlake about a complaint, request for service, or for information in the past year?

☐ Yes - ***please answer questions 27, 28, and 29.***

☐ No - ***please skip to question 30.***

27. Which Town of Northlake department or office did you contact? (Please check all that apply.)

☐ Mayor or Council

☐ Animal Control

☐ Town Administration

☐ Development Coordination

☐ Public Works

☐ Water/Utility Billing

☐ Inspections

☐ Municipal Court

☐ Police

☐ Other

28. Were you generally satisfied with the results you received?

☐ Yes ☐ No

29. Were the people you contacted courteous and polite?

☐ Yes ☐ No

30. Would you recommend Northlake as good place to live to friends or family?

☐ Yes ☐ No

Looking Ahead

31. Looking ahead for the next several years, do you plan on remaining in Northlake?

☐ Yes

☐ No - *please answer question 32.*

32. What is the primary reason causing you to consider leaving Northlake? (Check only one.) (Answer only if you responded "No" to question 31.)

- ☐ Crime Rate
 ☐ Job Relocation
 ☐ High City Property Tax
 ☐ School Property Tax is Too High
 ☐ High Cost of Living
 ☐ Access to Public Schools
 ☐ Want Bigger Housing
 ☐ Other
- ☐ Want Newer Housing
 ☐ Want Shorter Commute to Work
 ☐ Move Closer to Family/Friends
 ☐ Want to Live Near Parks and Libraries
 ☐ Want to Live Near Restaurants and Grocers
 ☐ Want to Live Near More Retail Shopping
 ☐ Want to Live Near More Entertainment

Retail Preferences

The following questions will determine shopping patterns and retail preferences of the people living in the Town of Northlake. These questions will help us to determine businesses of interest to Northlake's community.

33. Please consider your families shopping habits. Which of the following best describes your retail shopping habits?

- ☐ Online Only
 ☐ Mostly Online
 ☐ 50/50 Online and In-Store
 ☐ Mostly In-Store
 ☐ Only In-Store

34. Please answer the following questions about where your family shops and dines. (Check your top 3 in each row.)

	Northlake	Roanoke	Trophy Club	Justin	Denton	Southlake	Grapevine	Fort Worth	Highland Village	Flower Mound	Other
Retail Shopping	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Groceries	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Dining	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

35. How often do you enjoy shopping or visiting the following types of retail shopping developments?

	Frequently	Sometimes	Rarely	Never
Large Shopping Spaces/Malls (25+ Stores)	☐	☐	☐	☐
Smaller Shopping Centers (5-8 Stores)	☐	☐	☐	☐
Outlet/Factory Stores	☐	☐	☐	☐
Stand-Alone Department Stores	☐	☐	☐	☐
Independently Owned Store/Business	☐	☐	☐	☐

36. Please choose the top 3 types of businesses you would most like to see in Northlake.

☐ Grocery Store	☐ Retail/Shopping
☐ Drug Store/Pharmacy	☐ Entertainment
☐ Restaurants	☐ Service/Assistance

37. Please choose the top 3 types of restaurants you would most like to see in Northlake.

☐ Fast Food/Drive Through	☐ Fine Dining
☐ Bakery	☐ Coffee House
☐ Buffet Style	☐ Pub/Sports Bar
☐ Casual Dining/Family Style	☐ Bistro/Cafe

38. Please choose the top 3 types of grocers you would most like to see in Northlake.

☐ Health Foods/Organics	☐ Deli/Butcher
☐ Supermarkets	☐ Farmer's Market
☐ Big Box/Warehouse	☐ Corner/Convenience Store

39. Please choose the top 3 types of retail stores you would most like to see in Northlake.

- | | |
|--|---|
| ☐ Women's Clothing | ☐ Furniture/Home Goods |
| ☐ Men's Clothing | ☐ Car Parts/Battery |
| ☐ Children's Clothing | ☐ Books |
| ☐ Shoes | ☐ Pet Stores |
| ☐ Accessories | ☐ Toys |
| ☐ Outdoor/Sports Gear | ☐ Office Supply |
| ☐ Hobby/Craft | ☐ Electronics/Technology |
| ☐ Video Games/Comics | |

40. Please choose the top 3 types of entertainment you would most like to see in Northlake.

- | | |
|---|---|
| ☐ Dance Halls | ☐ Indoor Arcade/Gaming |
| ☐ Movie Theaters | ☐ Marksmanship |
| ☐ Golf Courses | ☐ Museums |
| ☐ Bowling Alleys | ☐ Stage Theater |
| ☐ Parks/Outdoor Activities | ☐ Zoo/Aquarium |

Rural Character

The Town of Northlake honors its rural legacy while promoting economic growth and self-reliance. Please answer the following questions to assist decisions made by the Town of Northlake so that we may best maintain our rural character.

41. How important is it to you to retain Northlake's rural character?

- ☐ Very Important ☐ Important ☐ Somewhat Important ☐ Unimportant

42. Which of the following are *more important* than maintaining Northlake's rural character? Check the top 2 you would be most willing to do.

- | | |
|--|--|
| ☐ Economic Growth | ☐ Attracting Restaurants |
| ☐ Job Creation | ☐ Attracting Retail Stores |
| ☐ Improved Town Services | ☐ Maintaining Streets and Bridges |
| ☐ Increasing Housing | ☐ None of These |
| ☐ Opening a Grocery Store | |

43. If it helped Northlake retain its rural character, which of the following would you be willing to do? Check the top 2 you would be most willing to do.

- ☐ Receive Fewer Town Services
- ☐ Pay Higher Fees for Town Services
- ☐ Drive 15 Minutes or More to the Grocery Store
- ☐ Drive 15 Minutes or More to Restaurants
- ☐ Drive 15 Minutes or More to Retail Stores

44. Please check 3 traits you believe most important to retaining a rural community.

- | | |
|---|---|
| ☐ Agricultural Presence | ☐ Having Large Spaces for Homes/Businesses |
| ☐ The Appearance/Architecture Used | ☐ Low Impact/Does Not Disrupt Nature |
| ☐ The Feeling of Safety | ☐ Family-Oriented Businesses and Events |
| ☐ Community Closeness/Involvement | |

General Demographic Information

The following questions will help us develop a general profile of our sample. This information will not be tracked to the respondent.

45. Please check the age bracket that applies to you.

- | | |
|-----------------------------|-----------------------------|
| ☐ 18-29 | ☐ 55-69 |
| ☐ 30-39 | ☐ 70+ |
| ☐ 40-54 | |

46. With which gender identity do you most identify?

- | | |
|------------------------------|--|
| ☐ Female | ☐ Non-Binary |
| ☐ Male | ☐ Prefer Not to Answer |

47. Please mark your employment status.

- | | |
|----------------------------------|--|
| ☐ Full Time | ☐ Retired |
| ☐ Part Time | ☐ Student |
| ☐ Unemployed | ☐ Homemaker/House Spouse |

48. How many years of education have you completed?

- | | |
|--|--|
| ☐ No High School | ☐ Some College |
| ☐ Some High School | ☐ College Graduate |
| ☐ High School Graduate | ☐ Graduate School |

49. Please mark your household income bracket.

- | | |
|--|---|
| ☐ Less Than \$10,000 | ☐ \$50,001-\$75,000 |
| ☐ \$10,001-\$25,000 | ☐ \$75,001-\$100,000 |
| ☐ \$25,001-\$50,000 | ☐ More Than \$100,000 |

50. Please mark the age ranges of children living in your home (Check all that apply).

- | | |
|--|--|
| ☐ Birth-6 Years Old | ☐ 13-18 Years Old |
| ☐ 6-12 Years Old | ☐ None |

51. Do you own your home or do you rent?

- ☐ Own ☐ Rent ☐ Rent-Free Situation

Appendix B
Promotional Flyer



FEBRUARY 26- MARCH 23

NORTH LAKE WANTS TO HEAR FROM YOU!

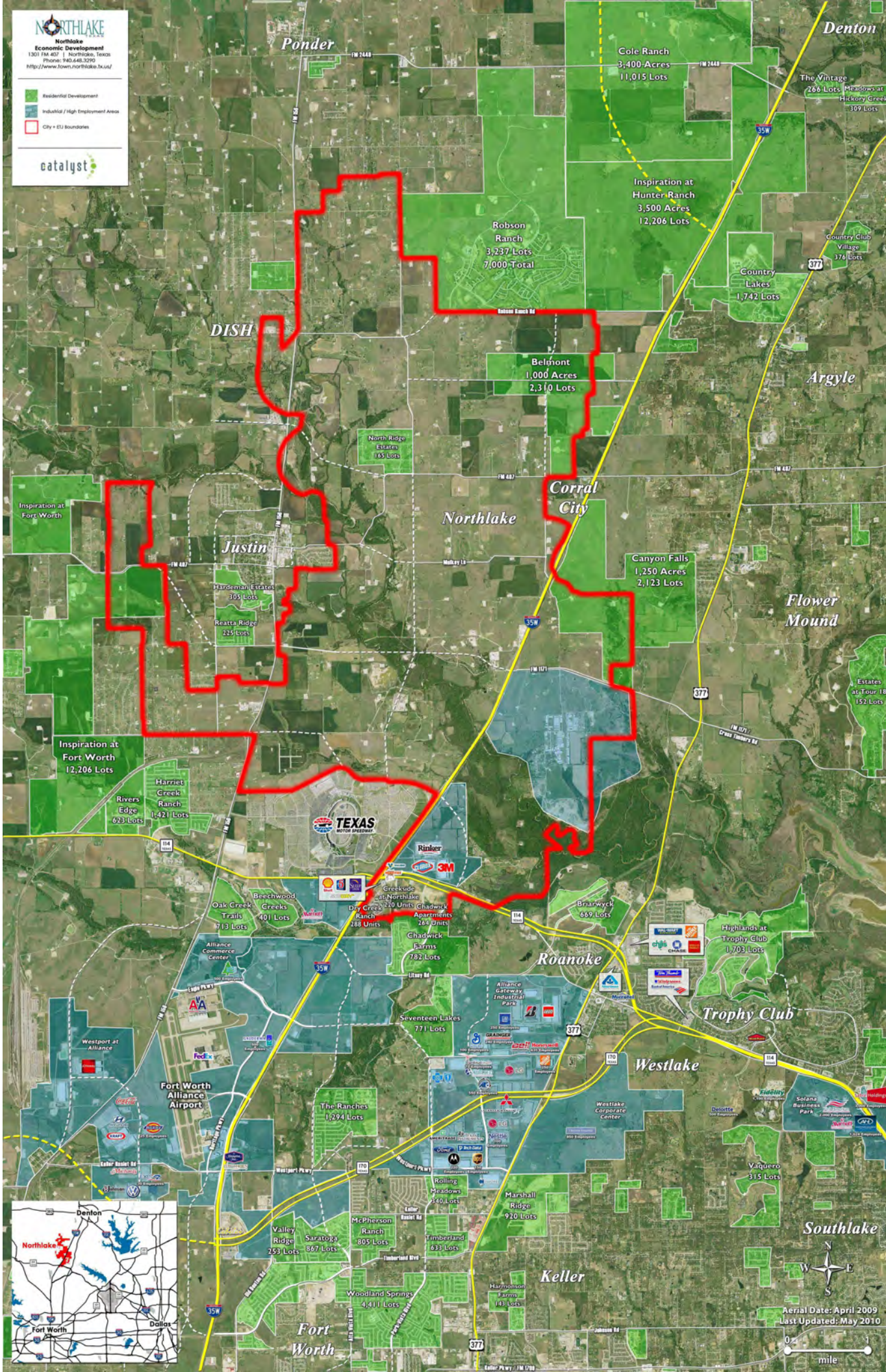
MAKE YOUR VOICE HEARD BY FOLLOWING THE LINK BELOW

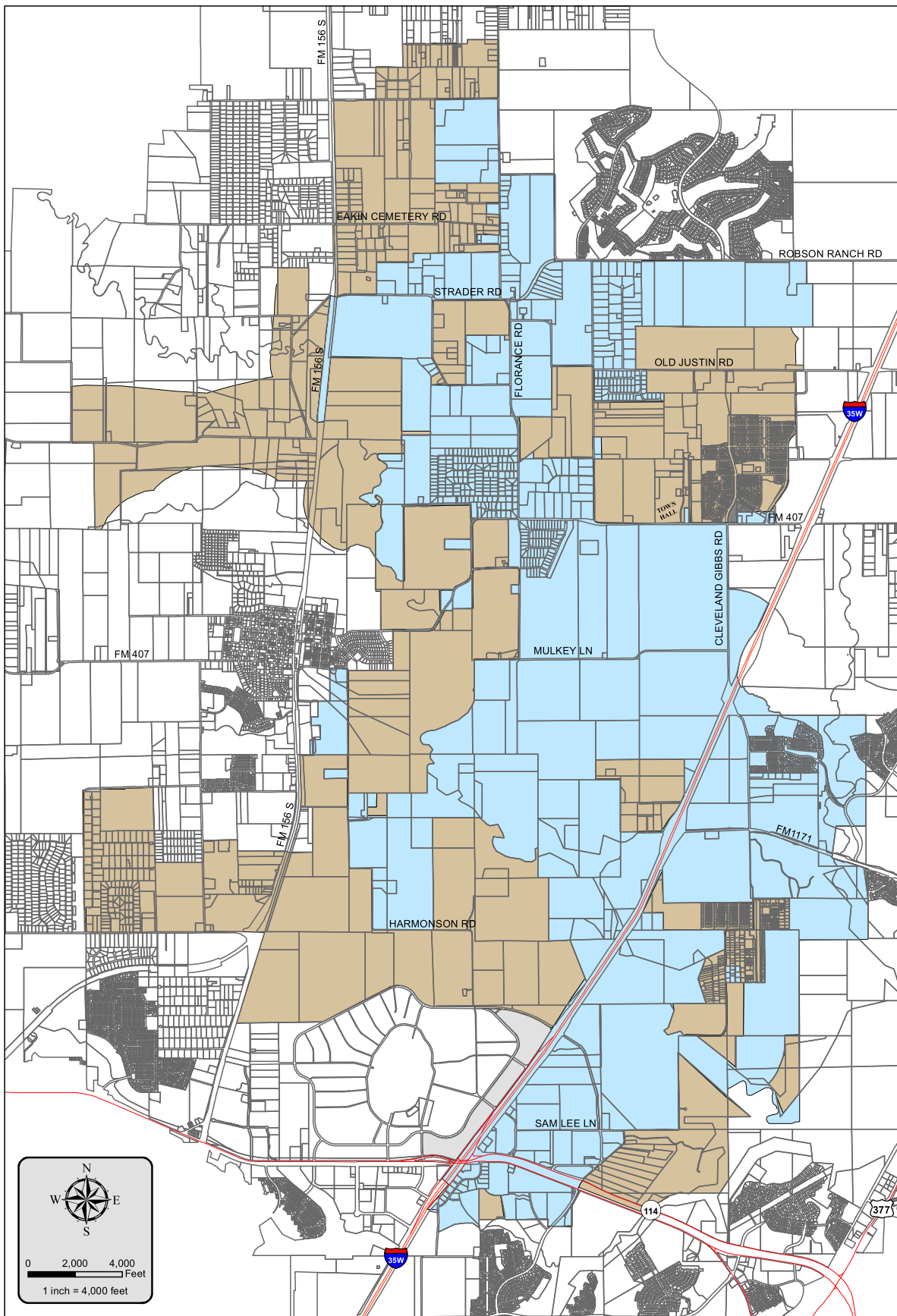
YOUR FEEDBACK WILL HELP GUIDE NORTH LAKE'S FUTURE.



WWW.SURVEYMONKEY.COM/R/NORTH LAKE2018

Appendix C
Map of Northlake





Legend

Name

- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Limited Purposes Annexation Area
- Intergovernmental Agreement Area



DENTON COUNTY, TEXAS OFFICIAL TOWN LIMITS MAP

Date: 3/23/2017

Current through Creek Meadows PH1 Annexation by Ordinance 17-0323A on 3/23/2017



Appendix D
Survey Statistical Results

2018 Northlake Resident Satisfaction Survey Results

Section 1: Resident Satisfaction

Q1 Please select all that describe you.

Northlake Resident	90.60%	241
Northlake Business Owner	4.14%	11
Northlake Property Owner	56.77%	151
Total Responses: 266		

Q2 If you selected "Northlake Property Owner," please identify the type of property you own.

Residential	100%	217
Agricultural	3.69%	8
Business	0.46%	1
Total Responses: 217		

Q3 Are you a current resident of Northlake?

Yes	97.73%	258
No	2.27%	6
Total Responses: 264		

Q4 How long have you lived in Northlake?

Less than 1 Year	16.79%	44
1-5 Years	46.56%	122
6-10 Years	11.83%	31
10+ Years	24.81%	65
Total Responses: 262		

Q5 What is the current zip code of your home?

76226	40.38%	107
76247	55.85%	148
76262	3.02%	8
76259	0%	0
Other	.75%	2
Total Responses: 265		

Q6 In which neighborhood do you live?		
Brian's Place	2.28%	6
Canyon Falls	30.04%	79
Chadwick Apartments	.38%	1
Creekside Apartments	.76%	2
Dry Creek Apartments	1.14%	3
Harvest	6.08%	16
The Highlands	3.42%	9
North Ridge Estates	49.43%	130
Northlake Country Estates	.76%	2
Stardust Ranch	.38%	1
5+ Acres of Land	3.04%	8
Other	2.28%	6
Total Responses: 263		

Q7 Where do you live? (Answer only if you responded "no" to question 3.)		
Harvest	34.62%	9
Other	65.38%	17
Total Responses: 26		

Q8 How would you rate the quality of life in Northlake?		
Excellent	33.46%	86
Good	57.59%	148
Fair	7.78%	20
Poor	1.17%	3
Total Responses: 257		

Q9 In terms of general appearance (cleanliness, quality of houses, etc), how would you rate the condition of Northlake?		
Excellent	33.46%	86
Good	57.98%	149
Fair	7.39%	19
Poor	1.17%	3
Total Responses: 257		

Q10 How often would you say you have seen the following problems in Northlake?								
	Frequently		Sometimes		Rarely		Never	
Litter	14.34%	37	43.8%	113	36.05%	15	5.81%	15
Illegal Dumping	5.06%	13	21.01%	54	39.69%	88	32.24%	88
High Grass and Weeds	12.02%	31	40.31%	104	39.53%	21	8.14%	21
Junk Vehicles	3.10%	8	15.50%	40	46.51%	90	34.88%	90
Stray Animals	8.53%	22	24.81%	64	46.51%	52	20.16%	52
Drainage/Flooding Problems	21.71%	56	37.98%	98	27.91%	32	12.40%	32
Deteriorating Housing	0%	0	7.75%	20	39.15%	101	39.15%	101
Total Responses: 258								

Q11 Overall, how would you rate the service provided by the Northlake Police Department?		
Excellent	51.98%	131
Good	41.67%	105
Fair	4.76%	12
Poor	1.59%	4
Total Responses: 252		

Q12 How would you rate the Northlake Police Department's visibility/presence in the town?		
Excellent	42.63%	107
Good	42.63%	107
Fair	10.76%	27
Poor	3.98%	10
Total Responses: 251		

Q13 How would you rate your feeling of safety in your home in Northlake?		
Very Safe	44.00%	110
Safe	46.40%	116
Somewhat Safe	8.40%	21
Not Very Safe	.80%	2
Not Safe at All	.40%	1
Total Responses: 250		

Q14 How would you rate your feeling of safety in Northlake in general?		
Very Safe	37.30%	94
Safe	51.59%	130
Somewhat Safe	10.32%	26
Not Very Safe	.40%	1
Not Safe at All	.40%	1
Total Responses: 252		

Q15 In the past year have you come into contact with a Northlake police officer?		
Yes	57.03%	142
No	42.97%	107
Total Responses: 249		

Q16 What was the reason for your most recent contact?		
Reported a Crime	4.79%	7
Traffic Violation	4.11%	6
Called 911	0%	0
Called to Make an Inquiry	2.74%	4
Reported Suspicious Noise/Behavior	7.53%	11
Talked to Police on Patrol	32.19%	47
General Social Interaction	28.77%	42
Responded to Home Alarm System	2.74%	4
Other	17.12%	25
Total Responses: 146		

Q17 Was the police officer you spoke with courteous and polite?		
Yes	98.63%	144
No	1.37%	2
Total Responses: 146		

Q18 Was the police service provided in a timely manner?		
Yes	96.06%	122
No	3.94%	5
Total Responses: 127		

Q19 Please mark how you would rate each of these services.								
	Excellent		Good		Fair		Poor	
Condition of Paved Roads	6.94%	17	48.98%	120	35.10%	86	8.98%	22
Condition of Gravel Roads	2.99%	7	42.74%	100	42.74%	100	11.54%	27
Animal Control	18.38%	43	64.96%	152	12.82%	30	3.85%	9
Garbage Collection	21.58%	52	58.51%	141	16.60%	40	3.32%	8
Code Enforcement	14.53%	34	65.38%	153	15.38%	36	4.70%	11
Police Protection	45.45%	110	49.17%	119	3.31%	8	2.07%	5
Water Quality	16.39%	39	52.94%	126	18.91%	45	11.76%	28
Water Availability	25.73%	62	59.75%	144	10.79%	26	3.73%	9
Storm Drainage	14.23%	34	43.51%	104	29.71%	71	12.55%	30
Street Lighting	10.88%	26	46.44%	111	32.64%	78	10.04%	24
Emergency Services (Fire/Medical)	26.47%	63	61.34%	146	9.24%	22	2.94%	7
Total Responses: 245								

Q20 If you rated any of the services as "fair" or "poor," would you be in favor of a property tax increase to fund these improvements?

Yes	21.72%	48
No	78.28%	173

Total Responses: 221

Q21 Do you get enough information about Town of Northlake programs and services?

Yes	51.65%	125
No	48.35%	117

Total Responses: 242

Q22 Have you visited Northlake's website: www.town.northlake.tx.us?

Yes	83.13%	202
No	16.87%	41

Total Responses: 243

Q23 Were you able to find the information you needed on the town's website?

Yes	70.10%	143
No	20.10%	41
Don't Know	9.80%	20

Total Responses: 204

Q24 Have you signed up for free email and text notification services offered by the Town of Northlake?

Nixle	10.59%	25
E-news and Notices	31.78%	75
Facebook	42.80%	101
No	38.98%	92

Total Responses: 236

Q25 Which social media sites/apps do you regularly use?

Facebook	83.92%	199
Instagram	25.00%	60
Twitter	15.00%	36
YouTube	15.00%	36
Snapchat	7.92%	19
I do not use social media	12.50%	30

Total Responses: 240

Q26 Have you or a member of your household contacted the Town of Northlake about a complaint, request for service, or for information in the past year?

Yes	42.26%	101
No	57.74%	138

Total Responses: 239

Q27 Which Town of Northlake department or office did you contact?		
Mayor or Council	20.95%	22
Town Administration	31.43%	33
Public Works	33.33%	35
Inspections	15.24%	16
Police	21.90%	23
Animal Control	4.76%	5
Development Coordination	10.48%	11
Water/Utility Billing	33.33%	35
Municipal Court	3.81%	4
Other	6.67%	7
Total Responses: 105		

Q28 Were you generally satisfied with the results of your contact?		
Yes	69.16%	74
No	30.84%	33
Total Responses: 107		

Q29 Were the people you contacted courteous and polite?		
Yes	89.52%	94
No	10.48%	11
Total Responses: 105		

Q30 Would you recommend Northlake as good place to live to friends or family?		
Yes	88.61%	210
No	11.39%	27
Total Responses: 237		

Q31 Looking ahead for the next several years, do you plan on remaining in Northlake?		
Yes	79.17%	190
No	20.83%	50
Total Responses: 240		

Q32 What is the primary reason causing you to consider leaving Northlake?		
Crime Rate	0%	0
Job Relocation	5.41%	4
High City Property Tax	9.46%	7
School Property Tax is too High	18.92%	14
High Cost of Living	2.70%	2
Access to Public Schools	1.35%	1
Want Bigger Housing	0%	0
Want Newer Housing	0%	0
Want Shorter Commute to Work	2.70%	2
Move Closer to Family/Friends	1.35%	1
Want to Live Near Parks and Libraries	4.05%	3
Want to Live Near Restaurants and Grocers	1.35%	1
Want to Live Near More Retail Shopping	0%	0
Want to Live Near More Entertainment	0%	0
Other	52.70%	39
Total Responses: 74		

Section 2: Shopping Patterns and Retail Preferences

Q33 Please consider your families shopping habits. Which of the following best describes your retail shopping habits?		
Online Only	.42%	1
Mostly Online	11.76%	28
50/50 Online and In-Store	52.52%	125
Mostly In-Store	33.61%	80
Only In-Store	1.68%	4
Total Responses: 238		

Q34 Please answer the following questions about where your family shops and dines.											
	Northlake	Roanoke	Trophy Club	Justin	Denton	Southlake	Grapevine	Fort Worth	Highland Village	Flower Mound	Other
Retail Shopping	5.51% 13	48.31% 114	6.36% 15	12.71% 30	37.29% 88	50.85% 120	23.31% 55	21.19% 50	64.41% 152	52.54% 124	6.78% 16
Groceries	.42% 1	56.12% 133	15.19% 36	21.52% 51	24.89% 59	19.83% 47	2.95% 7	7.59% 18	45.15% 107	40.93% 97	16.46% 39
Dining	9.70% 23	70.46% 167	11.81% 28	24.05% 57	35.44% 84	44.73% 106	27.85% 66	19.41% 46	51.90% 123	51.90% 123	9.70% 23
Total Responses											

Q35 How often do you enjoy shopping or visiting the following types of retail shopping developments?

	Frequently	Sometimes	Rarely	Never
Large Shopping Spaces/Malls (25+ Stores)	13.08% 31	36.29% 86	41.35% 98	9.28% 22
Smaller Shopping Spaces/Malls (5-8 Stores)	25.53% 60	54.47% 128	16.17% 38	3.83% 9
Outlet/Factory Stores	9.52% 22	32.47% 75	45.89% 106	12.12% 28
Stand-Alone Department Stores	20.51% 48	47.44% 111	26.50% 62	5.56% 13
Independently Owned Store/Business	14.53% 34	59.83% 140	24.36% 57	1.28% 3
Total Responses: 237				

Q36 Please choose the top 3 types of businesses you would most like to see in Northlake.

Grocery Store	91.82%	202
Drug Store/Pharmacy	30.45%	67
Restaurants	85.91%	189
Retail/Shopping	35.91%	79
Entertainment	25.91%	57
Service/Assistance	8.64%	19
Total Responses: 220		

Q37 Please choose the top 3 types of restaurants you would most like to see in Northlake.

Fast Food/Drive Through	29.28%	65
Bakery	25.23%	56
Buffet Style	9.01%	20
Casual Dining/Family Style	87.39%	194
Fine Dining	31.98%	71
Coffee House	24.32%	54
Pub/Sports Bar	35.59%	79
Bistro/Cafe	40.54%	80
Total Responses: 222		

Q38 Please choose the top 3 types of grocers you would most like to see in Northlake.

Health Foods/Organics	43.05%	96
Supermarkets	85.65%	191
Big Box/Warehouse	21.97%	49
Deli/Butcher	43.50%	97
Farmer's Market	67.71%	151
Corner/Convenience Store	11.66%	26
Total Responses: 223		

Q39 Please choose the top 3 types of retail stores you would most like to see in Northlake.

Women's Clothing	50.27%	92
Men's Clothing	25.68%	47
Children's Clothing	14.75%	27
Shoes	16.94%	31
Accessories	8.20%	15
Outdoor/Sports Gear	27.32%	50
Hobby/Craft	34.43%	63
Video Games/Comics	3.83%	7
Furniture/Home Goods	31.15%	57
Car Parts/Battery	21.31%	39
Books	16.39%	30
Pet Stores	18.03%	33
Toys	1.64%	3
Office Supply	9.84%	18
Electronics/Technology	20.77%	38
Total Responses: 183		

Q40 Please choose the top 3 types of entertainment you would most like to see in Northlake.

Dance Halls	6.73%	14
Movie Theaters	62.50%	130
Golf Courses	26.44%	55
Bowling Alleys	29.33%	61
Parks/Outdoor Activities	75%	156
Indoor Arcade/Gaming	10.58%	22
Marksmanship	18.27%	38
Museums	8.17%	17
Stage Theatre	13.46%	28
Zoo/Aquarium	17.31%	36
Total Responses: 208		

Section 3: Maintaining Rural Character While Promoting Growth**Q41 How important is it to you to retain Northlake's rural character?**

Very Important	62.55%	147
Important	17.02%	40
Somewhat Important	16.17%	38
Unimportant	4.26%	10
Total Responses: 235		

Q42 Which of the following are more important than maintaining Northlake's rural character?		
Economic Growth	14.59%	34
Job Creation	4.72%	11
Improved Town Services	20.60%	48
Increasing Housing	0%	0
Opening a Grocery Store	48.50%	113
Attracting Restaurants	23.61%	55
Attracting Retail Stores	4.72%	11
Maintaining Streets and Bridges	37.77%	88
None of These	24.46%	57
Total Responses: 233		

Q43 If it helped Northlake retain its rural character, which of the following would you be willing to do?		
Receive fewer town services	13.45%	30
Pay higher fees for town services	15.25%	34
Drive 15+ minutes to the grocery store	51.57%	115
Drive 15+ minutes to restaurants	65.92%	147
Drive 15+ minutes to retail stores	60.09%	134
Total Responses: 223		

Q44 Please check 3 traits you believe most important to retaining a rural community.		
Agricultural Presence	60.17%	139
The Appearance/Architecture Used	31.60%	73
The Feeling of Safety	56.28%	130
Community Closeness/Involvement	29.44%	68
Having Large Spaces for Homes/Businesses	30.74%	71
Low Impact/Does Not Disrupt Nature	59.74%	138
Family-Oriented Businesses and Events	19.91%	46
Total Responses: 231		

Section 4: Demographics

Q45 Please check the age bracket that applies to you.		
18-29	2.98%	7
30-39	17.45%	41
40-54	40%	94
55-69	32.77%	77
70+	6.81%	16
Total Responses: 235		

Q46 With which gender identity do you most identify?		
Female	54.89%	129
Male	43.83%	103
Non-Binary	0%	0
Prefer Not to Answer	1.28%	3
Total Responses: 235		

Q47 Please mark your employment status.		
Full Time	67.23%	158
Part time	5.11%	12
Unemployed	.43%	1
Retired	20.85%	49
Student	0%	0
Homeowner/House Spouse	6.38	15
Total Responses: 235		

Q48 How many years of education have you completed?		
No High School	0%	0
Some High School	0%	0
High School Graduate	6.41%	15
Some College	25.64%	60
College Graduate	50%	117
Graduate School	17.95%	42
Total Responses: 234		

Q49 Please mark your household income bracket.		
Less Than \$10,000	0%	0
\$10,001-\$25,000	.46%	1
\$25,001-\$50,000	2.74%	6
\$50,001-\$75,000	8.22%	18
\$75,001-\$100,000	15.98%	35
More Than \$100,000	72.60%	159
Total Responses: 219		

Q50 Please mark the age ranges of children living in your home.		
Birth-6 Years Old	17.24%	40
6-12 Years Old	21.98%	51
13-18 Years Old	21.12%	49
None	54.31%	126
Total Responses: 232		

Q51 Do you own your home or do you rent?		
Own	97.88%	231
Rent	2.12%	5
Rent-Free Situation	0%	0
Total Responses: 236		

Appendix E
Cross-Tabulations

Cross-Tabulation Tables

Section 1: Retail Preferences

Question 36: Choose the top three types of businesses you would most like to see in Northlake.

Years in Northlake	< 1 Year		1-5 Years		6-10 Years		10+ Years		Total Responses
Q36: Grocery Store	16.16%	32	48.48%	96	11.62%	23	23.74%	47	198
Q36: Drug Store/Pharmacy	13.85%	9	46.15%	30	13.85%	9	26.15%	17	65
Q36: Restaurants	16.85%	31	50.54%	93	9.78%	18	22.83%	42	184
Q36: Retail/Shopping	19.48%	15	45.45%	35	10.39%	8	24.68%	19	77
Q36: Entertainment	17.86%	10	50.00%	28	12.50%	7	19.64%	11	56
Q36: Service/Assistance	5.26%	1	42.11%	8	5.26%	1	47.37%	9	19
Total		34		103		25		53	Answered 215

Question 36: Choose the top three types of businesses you would most like to see in Northlake.

Age	18-29		30-39		40-54		55-69		70+		Total Responses
Q36: Grocery Store	3.54%	7	17.17%	34	36.87%	73	34.34%	68	8.08%	16	198
Q36: Drug Store/Pharm	4.62%	3	20.00%	13	26.15%	17	40.00%	26	9.23%	6	65
Q36: Restaurants	3.76%	7	17.74%	33	39.78%	74	32.80%	61	5.91%	11	186
Q36: Retail/Shopping	1.28%	1	14.10%	11	38.46%	30	41.03%	32	5.13%	4	78
Q36: Entertainment	3.64%	2	20.00%	11	40.00%	22	30.91%	17	5.45%	3	55
Q36: Service/Assistance	5.56%	1	11.11%	2	38.89%	7	33.33%	6	11.11%	2	18
Total		7		38		81		74		16	Answered 216

Question 37: Choose the top three types of restaurants you would most like to see in Northlake.

Years in Northlake	< 1 Year		1 - 5 Years		6 - 10 Years		10+ Years		Total Responses
Q37: Fast Food/Drive Thru	15.63%	10	45.31%	29	17.19%	11	21.88%	14	64
Q37: Bakery	21.82%	12	40.00%	22	10.91%	6	27.27%	15	55
Q37: Buffet Style	10.00%	2	40.00%	8	15.00%	3	35.00%	7	20
Q37: Casual Dining/Family	15.18%	29	49.21%	94	9.42%	18	26.18%	50	191
Q37: Fine Dining	15.94%	11	42.03%	29	13.04%	9	28.99%	20	69
Q37: Coffee House	27.45%	14	47.06%	24	11.76%	6	13.73%	7	51
Q37: Pub/Sports Bar	17.11%	13	57.89%	44	9.21%	7	15.79%	12	76
Q37: Bistro/Cafe	14.77%	13	45.45%	40	9.09%	8	30.68%	27	88
Total		34		104		24		55	Answered 217

Question 37: Choose the top three types of restaurants you would most like to see in Northlake.

Gender	Female		Male		No Answer		Total Responses
Q37: Fast Food/Drive Thru	53.97%	34	46.03%	29	0.00%	0	63
Q37: Bakery	58.93%	33	39.29%	22	1.79%	1	56
Q37: Buffet Style	55.00%	11	45.00%	9	0.00%	0	20
Q37: Casual Dining/Family	55.79%	106	43.16%	82	1.05%	2	190
Q37: Fine Dining	48.57%	34	51.43%	36	0.00%	0	70
Q37: Coffee House	59.62%	31	40.38%	21	0.00%	0	52
Q37: Pub/Sports Bar	52.56%	41	46.15%	36	1.28%	1	78
Q37: Bistro/Cafe	69.32%	61	29.55%	26	1.14%	1	88
Total		121		95		2	Answered 218

Question 40: Choose the top three types of entertainment you would most like to see in Northlake.

Gender	Female		Male		No Answer		Total Responses
Q40: Dance Halls	71.43%	10	28.57%	4	0.00%	0	14
Q40: Movie Theaters	55.81%	72	43.41%	56	0.78%	1	129
Q40: Golf Courses	48.15%	26	50.00%	27	1.85%	1	54
Q40: Bowling Alleys	65.00%	39	33.33%	20	1.67%	1	60
Q40: Parks/Outdoor Activities	54.49%	85	45.51%	71	0.00%	0	156
Q40: Indoor Arcade/Gaming	45.45%	10	54.55%	12	0.00%	0	22
Q40: Marksmanship	21.05%	8	78.95%	30	0.00%	0	38
Q40: Museums	70.59%	12	29.41%	5	0.00%	0	17
Q40: Stage Theater	60.71%	17	39.29%	11	0.00%	0	28
Q40: Zoo/Aquarium	69.44%	25	30.56%	11	0.00%	0	36
Total		304		247		3	Answered 207

Section 2: Quality of Services & Willingness to Pay

Question 20: Would you be in favor of a property tax increase to fund these improvements?

Condition of Gravel Roads

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	2.13%	1	42.55%	20	42.55%	20	12.77%	6	47
Q20: No	2.45%	4	36.81%	60	48.47%	79	12.27%	20	163
Total		5		80		99		26	Answered 221

Water Quality

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	14.58%	7	56.25%	27	22.92%	11	6.25%	3	48
Q20: No	15.66%	26	48.80%	81	20.48%	34	15.06%	25	166
Total		33		108		45		28	Answered 221

Storm Drainage

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	8.70%	4	50.00%	23	28.26%	13	13.04%	6	46
Q20: No	13.02%	22	39.64%	67	33.73%	57	13.61%	23	169
Total		26		90		70		29	Answered 221

Street Lighting

Quality	Excellent		Good		Fair		Poor		Total Responses
Q20: Yes	10.87%	5	45.65%	21	32.61%	15	10.87%	5	46
Q20: No	8.88%	15	42.60%	72	37.28%	63	11.24%	19	169
Total		20		93		78		24	Answered 221

Section 3: Retaining Rural Character

Question 42: Which of the following are more important than retaining Northlake's rural character?

Years in Northlake	< 1 Year		1-5 Years		6-10 Years		10+ Years		Total Responses
Q42: Economic Growth	16.13%	5	41.94%	13	6.45%	2	35.48%	11	31
Q42: Job Creation	18.18%	2	27.27%	3	9.09%	1	45.45%	5	11
Q42: Improved Town Services	10.42%	5	43.75%	21	16.67%	8	29.17%	14	48
Q42: Increasing Housing	0.00%	0	0.00%	0	0.00%	0	0.00%	0	0
Q42: Opening a Grocery Store	16.36%	18	52.73%	58	7.27%	8	23.64%	26	110
Q42: Attracting Restaurants	16.67%	9	59.26%	32	3.70%	2	20.37%	11	54
Q42: Attracting Retail Stores	27.27%	3	36.36%	4	18.18%	2	18.18%	2	11
Q42: Maintaining Streets and Bridges	14.77%	13	40.91%	36	9.09%	8	35.23%	31	88
Q42: None of These	8.93%	5	41.07%	23	21.43%	12	28.57%	16	56
Total		33		106		28		61	Answered 228

Question 43: If it helped Northlake retain its rural character, which of the following would you be willing to do?

Years in Northlake	< 1 Year		1- 5 Years		6- 10 Years		10+ Years		Total Responses
Q43: Receive Fewer Town Services	24.14%	7	41.38%	12	10.34%	3	24.14%	7	29
Q43: Pay Higher Fees for Town Services	21.21%	7	48.48%	16	15.15%	5	15.15%	5	33
Q43: Drive 15 Minutes+ to Grocery Store	14.91%	17	37.72%	43	13.16%	15	34.21%	39	114
Q43: Drive 15 Minutes+ to Restaurants	13.89%	20	42.36%	61	13.19%	19	30.56%	44	144
Q43: Drive 15 Minutes+ to Retail Stores	14.50%	19	48.85%	64	11.45%	15	25.19%	33	131
Total		33		99		27		60	Answered 219

Question 44: Check the three traits you believe are most important to retaining a rural community.

Gender	Female		Male		No Answer		Total Responses
Q44: Agricultural Presence	54.35%	75	44.20%	61	1.45%	2	138
Q44: The Appearance/Architecture Used	47.95%	35	50.68%	37	1.37%	1	73
Q44: The Feeling of Safety	60.47%	78	38.76%	50	0.78%	1	129
Q44: Community Closeness/Involvement	54.41%	37	45.59%	31	0.00%	0	68
Q44: Large Spaces for Homes/Businesses	52.86%	37	45.71%	32	1.43%	1	70
Q44: Low Impact/Does Not Disrupt Nature	52.90%	73	45.65%	63	1.45%	2	138
Q44: Family-Oriented Businesses and Events	56.52%	26	43.48%	20	0.00%	0	46
Total		126		101		3	Answered 230

Section 4: Planning to Leave Northlake

Question 31: Looking ahead to the next several years, do you plan on remaining in Northlake?

Neighborhood	Brian's Place		Canyon Falls		Chadwick		Creekside		Dry Creek		Harvest	
Q31: Yes	3.17%	6	34.39%	65	0.00%	0	0.00%	0	1.06%	2	5.82%	11
Q31: No	0.00%	0	10.20%	5	2.04%	1	4.08%	2	0.00%	0	8.16%	4
Total		6		70		1		2		2		15

Neighborhood	Highlands		North Ridge		Northlake		Stardust		5+ Acres		Total Responses
Q31: Yes	3.70%	7	46.56%	88	0.53%	1	0.00%	0	2.65%	5	189
Q31: No	2.04%	1	67.35%	33	2.04%	1	0.00%	0	4.08%	2	49
Total		8		121		2		0		7	Answered 238

Question 31: Looking ahead to the next several years, do you plan on remaining in Northlake?

Quality of Life	Excellent		Good		Fair		Poor		Total Response
Q31: Yes	41.05%	78	55.26%	105	2.63%	5	1.05%	2	190
Q31: No	8.16%	4	63.27%	31	26.53%	13	2.04%	1	49
Total		82		136		18		3	Answered 239

Question 31: Looking ahead to the next several years, do you plan on remaining in Northlake?

Tax Increase	Yes		No		Total Responses
Q31: Yes	24.70%	41	75.30%	125	166
Q31: No	14.29%	7	85.71%	42	49
Total		48		167	Answered 215

Question 32: What is the primary reason causing to consider leaving Northlake?

Reason for Leaving		Total Responses
Crime Rate	0.00%	0
Job Relocation	5.41%	4
High City Property Tax	9.46%	7
School Property Tax is Too High	18.92%	14
High Cost of Living	2.70%	2
Access to Public Schools	1.35%	1
Want Bigger Housing	0.00%	0
Want Newer Housing	0.00%	0
Want Shorter Commute to Work	2.70%	2
Move Closer to Family/Friends	1.35%	1
Want to Live Near Parks and Libraries	4.05%	3
Want to Live Near Restaurants and Grocers	1.35%	1
Want to Live Near More Retail Shopping	0.00%	0
Want to Live Near More Entertainment	0.00%	0
Other	52.70%	39
Total		Answered 74

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Town Hall Lease Space Update

The Town is at maximum capacity in current facilities for office staff. The long term solution for the Town is to build a permanent structure which can house the current staff as well as projected new positions. However available resources prohibit the Town from financing the ultimate Town Hall.

The Town engaged Brinkley Sargent Wiginton Architects (BSWA) to perform a facility needs assessment. After an iterative project scope reduction process, BSWA developed cost estimates for the construction of a new facility. At the August 27, 2015 Council meeting, economic and iconic options were presented at estimated costs of \$10,000,000 and \$12,500,000, respectively.

Contemporaneously, Town staff renewed discussions with Hillwood Communities to potentially lease space in their Harvest commercial development. Mayor Dewing held multiple meetings with the property owner Office Equity Solutions (OES). At the March 10, 2016, council authorized the Town of Northlake to submit a letter of intent to lease 5,000 square feet of space in a proposed building and begin lease negotiations. Ultimately, the Town leased approximately 6,000 sf.

Town staff has been working with OES and their architects, Jacobs and Associates, on the finish out of the space and the selection of furniture and fixtures. Initially proposed to house Administration, Finance, Development, Court and Police, space constraints have delayed the relocation of Police. The current plan is to move the remaining departments to the new lease space in September 2018. Police will stay in the portable building and Public Works will occupy current Town Hall.

Buildings are leasing quickly in the Town Commons, the area in front of Harvest, and soon no space for a Police relocation will be available. Staff will brief Council on the status of the 6,000 square feet of lease space and proposal to lease an additional 5,000 sf for Police to relocate in September 2019. Council has set aside funds for the finish-out, furniture and cabling of the new lease space based on preliminary estimates. As we approach the final layout and fixtures of the offices some budget adjustments are requested.

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

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Finance Director
CC: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: May 10, 2018
Re: Quarterly Budget Review –Second Quarter 2018

By the end of the second quarter General Fund revenues were tracking 6.8% above budget expectations. This is attributable to ad valorem tax and sales tax collections. In April the Town reimbursed the Denton County Tax Collector \$30,392.66 for property tax refunds and “hot checks”; therefore, ad valorem collections should meet budget expectations by the end of the third quarter. Sales tax collections are tracking 11.9% above budget due to an increase in collections of one-time construction related sales tax. At the end of the second quarter general fund expenditures were 10% below expectations due to wet weather conditions. Staff anticipates that expenditures will meet expectations over the remaining quarters.

Hotel Occupancy Tax revenues are 14.8% higher than anticipated due to increased occupancy at the Town’s newest hotel, Homewood 2 Suites by Hilton.

At the end of the second quarter, NEDC and NCDC revenues exceeded budget expectations by 7.1% due to the collection of one-time construction sales tax. Incentive expenditures are tracking at 155.4% of the annual budget due to the payment of agreed upon incentives of \$80,000 for a jobs grant to Wesco Aircraft, \$101,000 jobs grant for Farmers Brother and the reimbursement of \$209,007 in construction sales tax for Farmers Brother. The reimbursement of the Farmers Brother construction sales tax was budgeted in fiscal year 2017 but was not paid out until March 2018.

At the end of the second quarter water revenues were 10% lower than anticipated while expenditures were 14% below budget expectations. The Other Revenue category is 566% over budget due to an increase in the volume of late payment penalties, water reconnection fees and fire hydrant meter “no read” penalties. The overall shortfalls in both revenues and expenditures are attributable to the wet weather conditions but staff expects to meet budget expectations by year end due to summer usage.

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



Town of Northlake
GENERAL FUND
 Quarter Ended March 31 2017
 (Unaudited)

Fund:	100										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,878,278	1,878,278		1,878,278			1,510,410		1,510,410		
REVENUES:											
Court Fines	600,000	600,000	137,002	248,727	(351,273)	41.5%	592,248	185,538	314,864	(277,384)	53.2%
Sales/Beverage Tax	480,000	480,000	149,672	297,144	(182,856)	61.9%	623,492	192,312	375,707	(247,786)	60.3%
Ad Valorem Taxes	842,210	842,210	655,104	892,675	50,465	106.0%	744,911	599,499	755,657	10,746	101.4%
Permits and Registrations	21,450	21,450	4,529	11,497	(9,953)	53.6%	20,760	6,842	20,559	(201)	99.0%
Franchise Fees	311,000	311,000	82,880	166,085	(144,915)	53.4%	282,277	67,658	67,876	(214,400)	24.0%
Building Permits	969,500	969,500	226,842	399,467	(570,033)	41.2%	793,743	201,446	392,992	(400,751)	49.5%
Development	437,500	437,500	105,417	121,945	(315,555)	27.9%	527,041	24,567	194,359	(332,682)	36.9%
Transfers	230,881	230,881	55,291	105,291	(125,590)	45.6%	200,000	50,000	100,000	(100,000)	50.0%
Other Revenue:	156,260	156,260	33,351	56,010	(100,250)	35.8%	149,495	27,054	59,568	(89,927)	39.8%
TOTAL REVENUE:	4,048,801	4,048,801	1,450,089	2,298,840	(1,749,961)	56.8%	3,933,968	1,354,917	2,281,582	(1,652,386)	58.0%
EXPENDITURES:											
Payroll & Benefits	2,399,917	2,399,917	509,840	1,035,508	(1,364,409)	43.1%	1,873,267	423,573	909,187	(964,079)	48.5%
Supplies	156,108	156,108	32,092	57,072	(99,036)	36.6%	116,755	32,388	49,885	(66,870)	42.7%
Maintenance	321,603	321,603	40,550	101,619	(219,984)	31.6%	189,990	33,924	95,175	(94,815)	50.1%
Utilities	19,095	19,095	3,576	7,894	(11,201)	41.3%	17,546	5,344	9,153	(8,392)	52.2%
Services	908,991	908,991	140,793	281,578	(627,413)	31.0%	700,190	180,885	313,988	(386,202)	44.8%
Capital Outlay	-	-	4,039	9,668	-	0.0%	-	-	-	-	0.0%
Transfers	234,000	234,000	76,500	135,000	(99,000)	57.7%	668,352	67,088	134,176	(534,176)	20.1%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	4,039,714	4,039,714	807,391	1,628,339	(2,421,043)	40.3%	3,566,099	743,201	1,511,565	(2,054,535)	42.4%
REV OVER/(UNDER) EXP	9,087	9,087	642,698	670,501			367,868	611,715	770,017		
ENDING FUND BALANCE	1,887,365	1,887,365		2,548,780			1,878,278		2,280,427		



Town of Northlake

DONATIONS

Quarter Ended March 31 2018

Fund:	105										
	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:	20,615	20,615		20,615			22,927		22,927		
REVENUES:											
Special Events	-	-	-	300	300	0.0%	2,260	-	-	(2,260)	0.0%
Donations - Police	-	-	1,000	773	773	0.0%	270	-	270	-	100.0%
Donations - Municipal Court	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Donations	-	-	-	-	-	0.0%	1,000	-	-	(1,000)	0.0%
Other Revenue:	-	-	596	1,093	1,093	0.0%	834	55	67	(767)	8.0%
TOTAL REVENUE:	-	-	1,596	2,166	2,166	0.0%	4,364	55	337	(4,027)	7.7%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Special Events	-	-	-	-	-	0.0%	6,676	-	-	(6,676)	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	-	-	-	-	-	0.0%	6,676	-	-	(6,676)	0.0%
REV OVER/(UNDER) EXP	-	-	1,596	2,166			(2,312)	55	337		
Changes to Fund Balance	-	-		-			-		-		
ENDING FUND BALANCE	20,615	20,615		22,781			20,615		23,264		



Town of Northlake
HOTEL OCCUPANCY TAX
 Quarter Ended March 31 2017
 (Unaudited)

Fund: 110	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,484,307	1,484,307		1,484,307			1,258,552		1,258,552		
REVENUES:											
Taxes / Fees & Fines	300,000	300,000	85,036	194,425	(105,575)	64.8%	267,965	49,848	101,865	(166,101)	38.0%
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:	10,805	10,805	878	1,611	(9,194)	14.9%	17,407	337	515	(16,891)	3.0%
TOTAL REVENUE:	310,805	310,805	85,914	196,036	(114,769)	63.1%	285,372	50,185	102,380	(182,992)	35.9%
EXPENDITURES:											
Payroll & Benefits	48,675	48,675	6,623	23,576	(25,099)	48.4%	34,336	5,928	14,153	(20,183)	41.2%
Supplies	-	-	-	49	49	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	77	77	0.0%	65	-	-	(65)	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	42,400	42,400	450	1,100	(41,300)	2.6%	25,215	435	9,909	(15,306)	39.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	1,800	1,800	450	900	(900)	50.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	92,875	92,875	7,523	25,702	(67,173)	27.7%	59,616	6,363	24,062	(35,554)	40.4%
REV OVER/(UNDER) EXP	217,930	217,930	78,391	170,334			225,756	43,822	78,318		
ENDING FUND BALANCE	<u>1,702,237</u>	<u>1,702,237</u>		<u>1,654,641</u>			<u>1,484,307</u>		<u>1,336,870</u>		



Town of Northlake
SPECIAL REVENUE FUNDS
 Quarter Ended March 31 2017
 (Unaudited)

Fund: <<120,121,150,151,152,153>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	250,722	250,722		250,722			250,910		250,910		
REVENUES:											
Court Technology	16,000	16,000	3,480	6,814	(9,186)	42.6%	15,094	4,983	8,385	(6,709)	55.6%
Court Security	12,000	12,000	2,613	5,114	(6,887)	42.6%	11,324	3,737	6,289	(5,035)	55.5%
Seatbelt Fees	15,000	15,000	525	1,185	(13,815)	7.9%	3,845	1,410	2,088	(1,757)	54.3%
Online Access Fees	18,000	18,000	4,523	8,758	(9,242)	48.7%	19,646	6,087	10,607	(9,038)	54.0%
Seized Monies & Goods	-	-	(313)	-	-	0.0%	(4,200)	-	-	4,200	0.0%
State Training	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Child Safety	1,000	1,000	-	1,438	438	143.8%	2,100	-	2,100	-	100.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Interest	305	305	2,442	4,476	4,171	1467.4%	3,675	289	389	(3,286)	10.6%
Other Revenue:	-	-	-	-	-	0.0%	1,852	-	1,852	-	100.0%
TOTAL REVENUE:	62,305	62,305	13,269	27,784	(34,521)	44.6%	53,335	16,506	31,710	(21,625)	59.5%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	1,098	97	1,098	-	100.0%
Supplies	3,250	3,250	-	-	(3,250)	0.0%	2,812	-	2,812	-	100.0%
Maintenance	7,385	7,385	-	1,500	(5,885)	20.3%	5,825	4,325	5,825	-	100.0%
Utilities	3,000	3,000	-	570	(2,430)	19.0%	1,943	513	917	(1,026)	47.2%
Services	27,100	27,100	8,414	14,936	(12,164)	55.1%	32,188	14,897	19,715	(12,472)	61.3%
Capital Outlay	3,240	3,240	-	-	(3,240)	0.0%	9,657	9,657	9,657	-	100.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	43,975	43,975	8,414	17,006	(26,969)	38.7%	53,523	29,489	40,025	(13,498)	74.8%
REV OVER/(UNDER) EXP	18,330	18,330	4,855	10,778			(188)	(12,984)	(8,315)		
ENDING FUND BALANCE	269,052	269,052		261,500			250,722		242,595		



Town of Northlake

ECONOMIC DEVELOPMENT CORPORATION

Quarter Ended March 31 2017

(Unaudited)

Fund:	130										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	612,391	612,391	612,391	612,391			595,579		595,579		
REVENUES:											
Taxes / Fees & Fines	240,000	240,000	74,745	148,481	(91,519)	61.9%	311,471	96,120	187,808	(123,663)	60.3%
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:	22,650	22,650	810	1,549	(21,101)	6.8%	23,048	285	465	(22,583)	2.0%
TOTAL REVENUE:	262,650	262,650	75,555	150,030	(112,620)	57.1%	334,519	96,406	188,273	(146,246)	56.3%
EXPENDITURES:											
Payroll & Benefits	33,025	33,025	7,047	14,480	(18,545)	43.8%	26,554	6,204	12,879	(13,675)	48.5%
Supplies	1,700	1,700	630	679	(1,021)	39.9%	465	96	116	(349)	25.0%
Maintenance	2,250	2,250	698	774	(1,476)	34.4%	1,765	200	200	(1,565)	11.3%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	39,250	59,250	23,268	26,005	(33,245)	43.9%	28,484	8,626	16,640	(11,843)	58.4%
Development Incentives	125,500	125,500	195,004	195,004	69,504	155.4%	233,700	166,250	166,250	(67,450)	71.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,800	26,800	6,700	13,400	(13,400)	50.0%	26,739	6,685	13,370	(13,370)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	228,525	248,525	233,345	250,342	1,817	100.7%	317,707	188,060	209,456	(108,252)	65.9%
REV OVER/(UNDER) EXP	34,125	14,125	(157,791)	(100,312)			16,812	(91,654)	(21,183)		
ENDING FUND BALANCE	646,516	626,516		512,079			612,391		574,396		



Town of Northlake

COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended March 31 2017

(Unaudited)

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
BEGINNING FUND BALANCE:	592,138	592,138		592,138			575,332		575,332		
REVENUES:											
Taxes / Fees & Fines	240,000	240,000	74,745	148,481	(91,519)	61.9%	311,471	96,120	187,808	(123,663)	60.3%
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:	22,650	22,650	807	1,544	(21,106)	6.8%	23,021	275	442	(22,579)	1.9%
TOTAL REVENUE:	262,650	262,650	75,552	150,025	(112,625)	57.1%	334,492	96,396	188,250	(146,242)	56.3%
EXPENDITURES:											
Payroll & Benefits	33,025	33,025	7,047	14,480	(18,545)	43.8%	26,554	6,203	12,879	(13,675)	48.5%
Supplies	1,700	1,700	630	679	(1,021)	39.9%	488	96	116	(372)	23.9%
Maintenance	2,250	2,250	698	774	(1,476)	34.4%	1,765	200	200	(1,565)	11.3%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	39,250	59,250	24,569	27,276	(31,974)	46.0%	28,439	8,581	16,595	(11,843)	58.4%
Development Incentives	125,500	125,500	195,004	195,004	69,504	155.4%	233,700	166,250	166,250	(67,450)	71.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	26,800	26,800	6,700	13,400	(13,400)	50.0%	26,739	6,685	13,370	(13,370)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	228,525	248,525	234,646	251,613	3,088	101.2%	317,685	188,015	209,411	(108,275)	65.9%
REV OVER/(UNDER) EXP	34,125	14,125	(159,094)	(101,587)			16,807	(91,619)	(21,161)		
ENDING FUND BALANCE	626,263	606,263		490,551			592,138		554,171		



Town of Northlake

CAPITAL PROJECTS

Quarter Ended March 31 2017

(Unaudited)

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:		6,012,859	6,012,859		6,012,859			11,071		11,071		
REVENUES:												
Transfer from General Fund		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from Debt Service		-	-	-	-	-	0.0%	6,685,000	-	-	(6,685,000)	0.0%
Transfer from Utility Fund		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Proceeds		-	-	-	-	-	0.0%	-	34,366	6,738,006	6,738,006	0.0%
Other Revenue:		-	-	25,003	46,780	46,780	0.0%	1,235,504	1,186,375	1,200,298	(35,206)	97.2%
TOTAL REVENUE:		-	-	25,003	46,780	46,780	0.0%	7,920,504	1,220,741	7,938,304	17,800	100.2%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		-	-	28,573	74,362	74,362	0.0%	353,795	123,690	137,055	(216,740)	38.7%
Capital Outlay		5,200,000	5,200,000	37,125	671,452	(4,528,548)	12.9%	1,617,927	1,300,000	1,300,000	(317,927)	80.3%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		5,200,000	5,200,000	65,698	745,814	(4,454,186)	14.3%	1,971,722	1,423,690	1,437,055	(534,667)	72.9%
REV OVER/(UNDER) EXP		(5,200,000)	(5,200,000)	(40,695)	(699,033)			5,948,782	(202,949)	6,501,249		
ENDING FUND BALANCE		<u>812,859</u>	<u>812,859</u>		<u>5,313,826</u>			<u>5,959,853</u>		<u>6,512,320</u>		



Town of Northlake
Northlake PID #1 - Harvest
 Quarter Ended March 31 2017
 (Unaudited)

Fund:	401										
	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:	758	758		758			(5,607)		(5,607)		
REVENUES:											
Taxes / Fees & Fines	501,050	501,050	455,380	494,753	(6,297)	98.7%	294,469	271,105	290,373	(4,096)	98.6%
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%	-	-	-	-	0.0%
Other Revenue:	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:	501,050	501,050	455,380	494,753	(6,297)	98.7%	294,469	271,105	290,373	(4,096)	98.6%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	501,050	501,050	310,296	311,760	(189,290)	62.2%	288,104	226,811	231,471	(56,633)	80.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	501,050	501,050	310,296	311,760	(189,290)	62.2%	288,104	226,811	231,471	(56,633)	80.3%
REV OVER/(UNDER) EXP	-	-	145,084	182,993			6,365	44,294	58,902		
ENDING FUND BALANCE	758	758		183,751			758		53,295		



Town of Northlake

Northlake PID #2 - Highlands

Quarter Ended March 31 2017

(Unaudited)

Fund:	402										
	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:	118,594	118,594		118,594			1,379,116		1,379,116		
REVENUES:											
Taxes / Fees & Fines	317,899	317,899	294,977	311,648	(6,251)	98.0%	316,034	298,458	311,474	(4,560)	98.6%
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%	-	-	-	-	0.0%
Other Revenue:	10,000	10,000	107	196	(9,804)	2.0%	8,857	2,128	8,572	(286)	96.8%
TOTAL REVENUE:	327,899	327,899	295,084	311,844	(16,055)	95.1%	324,892	300,586	320,046	(4,845)	98.5%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	10,824	10,824	10,824	21,436	10,612	198.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	13,150	13,150	2,761	3,493	(9,657)	26.6%	9,538	1,071	4,913	(4,625)	51.5%
Capital Outlay	-	-	-	-	-	0.0%	1,300,000	-	1,300,000	-	100.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Debt Service	278,525	278,525	54,263	32,918	(245,608)	11.8%	275,875	55,913	33,618	(242,258)	12.2%
TOTAL EXPENSES:	302,499	302,499	67,848	57,846	(244,653)	19.1%	1,585,413	56,983	1,338,531	(246,882)	84.4%
REV OVER/(UNDER) EXP	25,400	25,400	227,236	253,997			(1,260,521)	243,603	(1,018,484)		
ENDING FUND BALANCE	143,994	143,994		372,591			118,594		360,631		



Town of Northlake

TIRZ #1 - Canyon Falls

Quarter Ended March 31 2017

(Unaudited)

Fund:	451	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:		5,197	5,197		5,197			(1,385)		(1,385)		
REVENUES:												
Taxes / Fees & Fines		73,451	73,451	73,451	73,451	-	100.0%	36,896	-	-	(36,896)	0.0%
Permits and Registrations		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:		73,451	73,451	73,451	73,451	-	100.0%	36,896	-	-	(36,896)	0.0%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		43,451	43,451	-	-	(43,451)	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		30,000	30,000	2,719	3,715	(26,285)	12.4%	30,314	-	3,842	(26,472)	12.7%
Capital Outlay		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		73,451	73,451	2,719	3,715	(69,736)	5.1%	30,314	-	3,842	(26,472)	12.7%
REV OVER/(UNDER) EXP		0	0	70,732	69,736			6,582	-	(3,842)		
ENDING FUND BALANCE		5,197	5,197		74,933			5,197		(5,227)		



Town of Northlake

DEBT SERVICE

Quarter Ended March 31 2017

(Unaudited)

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
BEGINNING FUND BALANCE:	77,165	77,165		77,165			249,740		249,740		
REVENUES:											
Taxes / Fees & Fines	556,937	556,937	480,393	635,659	78,722	114.1%	408,634	329,367	404,430	(4,204)	99.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	50,000	-	-	(50,000)	0.0%
Bond Proceeds	-	-	-	-	-	0.0%	8,380,000	-	-	(8,380,000)	0.0%
Other Revenue:	500	500	596	1,093	593	218.6%	216,558	64	144	(216,414)	0.1%
TOTAL REVENUE:	557,437	557,437	480,989	636,752	79,315	114.2%	9,055,192	329,431	404,574	(8,650,618)	4.5%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	2,241	2,241	163	713	(1,529)	31.8%	-	-	-	-	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	6,990,000	-	-	(6,990,000)	0.0%
Lease Purchase Debt Service	554,696	554,696	89,847	69,859	(484,837)	12.6%	2,188,403	104,514	73,437	(2,114,966)	3.4%
TOTAL EXPENSES:	556,937	556,937	90,009	70,571	(486,366)	12.7%	9,178,403	104,514	73,437	(9,104,966)	0.8%
REV OVER/(UNDER) EXP	500	500	390,980	566,181			(123,210)	224,918	331,138		
ENDING FUND BALANCE	77,665	77,665		643,345			126,530		580,878		



Town of Northlake

WATER & SEWER FUND

Quarter Ended March 31 2017

(Unaudited)

Fund: <<200>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	2,849,411	2,849,411		2,849,411			2,653,339		2,653,339		
REVENUES:											
Water Sales	2,000,000	2,000,000	315,293	723,268	(1,276,732)	36.2%	1,564,207	271,812	582,742	(981,465)	37.3%
Water Fees	250,250	250,250	64,830	114,030	(136,220)	45.6%	203,250	45,050	109,900	(93,350)	54.1%
Sewer Sales	1,200,000	1,200,000	241,241	493,960	(706,040)	41.2%	917,177	200,948	402,655	(514,522)	43.9%
Sewer Fees	20,000	20,000	9,800	12,850	(7,150)	64.3%	21,100	6,050	6,750	(14,350)	32.0%
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	31,910	60,283	49,633	566.0%	86,946	13,751	34,062	(52,884)	39.2%
TOTAL REVENUE:	3,480,900	3,480,900	663,073	1,404,391	(2,076,509)	40.3%	2,792,680	537,611	1,136,110	(1,656,570)	40.7%
EXPENSES:											
Payroll & Benefits	444,528	444,528	86,000	164,280	(280,248)	37.0%	331,210	73,413	140,198	(191,012)	42.3%
Supplies	105,795	105,795	4,638	9,152	(96,643)	8.7%	38,546	12,536	18,179	(20,367)	47.2%
Maintenance	136,300	136,300	15,704	39,760	(96,540)	29.2%	107,506	22,942	49,598	(57,908)	46.1%
Wholesale Water	1,000,000	1,000,000	257,231	427,411	(572,589)	42.7%	881,097	169,315	285,590	(595,507)	32.4%
Sewer Treatment	1,000,000	1,000,000	101,472	290,450	(709,550)	29.0%	732,937	195,600	461,321	(271,616)	62.9%
Utilities	46,620	46,620	4,220	12,170	(34,450)	26.1%	35,001	11,040	16,492	(18,509)	47.1%
Services	92,235	92,235	22,106	45,580	(46,655)	49.4%	182,426	25,585	61,321	(121,105)	33.6%
Capital Outlay	210,000	210,000	37,519	71,981	(138,019)	34.3%	-	47,296	85,820	85,820	0.0%
Transfers	299,100	299,100	74,775	149,550	(149,550)	50.0%	297,262	74,316	148,631	(148,631)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	3,334,578	3,334,578	603,666	1,210,333	(2,124,245)	36.3%	2,605,985	632,043	1,267,151	(1,338,834)	48.6%
REV OVER/(UNDER) EXP	146,322	146,322	59,408	194,058			186,695	(94,432)	(131,040)		
ENDING FUND BALANCE	2,995,733	2,995,733		3,043,469			2,840,035		2,522,299		
Less: Net Capital Assets	(2,609,785)	(2,609,785)		(2,609,785)			(2,609,785)		(2,477,506)		
Less: Customer Deposits	(368,113)	(368,113)		(372,640)			(306,985)		(246,035)		
Less: Upper Trinity Deposit	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	17,836	17,836		61,044			(76,735)		(201,242)		



Town of Northlake
Water Impact Fees North
 Quarter Ended March 31 2017
 (Unaudited)

Fund: <<202>>	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:	279,528	279,528		279,528			8,402		8,402		
REVENUES:											
Water Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Impact Fees	250,000	250,000	122,689	220,173	(29,827)	88.1%	307,575	53,782	121,013	(186,562)	39.3%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,700	1,700	13,874	14,373	12,673	845.5%	17,278	16,173	16,198	(1,080)	93.8%
TOTAL REVENUE:	251,700	251,700	136,563	234,546	(17,154)	93.2%	324,853	69,955	137,211	(187,642)	42.2%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	600,000	600,000	3,138	6,186	(593,814)	1.0%	38,535	-	-	(38,535)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	305,010	305,010	-	(819)	(305,829)	-0.3%	15,192	-	(1,222)	(16,414)	-8.0%
TOTAL EXPENSES:	905,010	905,010	3,138	5,367	(899,643)	0.6%	53,727	-	(1,222)	(54,949)	-2.3%
REV OVER/(UNDER) EXP	(653,310)	(653,310)	133,425	229,179			271,125	69,955	138,433		
ENDING FUND BALANCE	(373,782)	(373,782)		508,707			279,528		146,836		
Less: Net Capital Assets	(625,213)	(625,213)		(625,213)			(625,213)		(632,125)		
Less: Customer Deposits	(13,444)	(13,444)		(13,444)			(13,444)		(13,444)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	(1,012,439)	(1,012,439)		(129,951)			(359,129)		(498,734)		



Town of Northlake
Water Impact Fees - South
 Quarter Ended March 31 2018
 (Unaudited)

Fund: <<204>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,170,004	1,170,004		1,170,004			1,022,565		1,022,565		
REVENUES:											
Water Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Impact Fees	88,000	88,000	-	15,426	(72,574)	17.5%	40,975	15,426	15,426	(25,549)	37.6%
Water Impact Fees	400,000	400,000	10,875	158,772	(241,228)	39.7%	160,946	69,598	80,473	(80,473)	50.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,700	1,700	597	1,096	(604)	64.5%	1,174	63	88	(1,086)	7.5%
TOTAL REVENUE:	489,700	489,700	11,472	175,294	(314,406)	35.8%	203,095	85,087	95,987	(107,108)	47.3%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	600,000	600,000	3,048	12,093	(587,907)	2.0%	55,656	1,425	2,375	(53,281)	4.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	600,000	600,000	3,048	12,093	(587,907)	2.0%	55,656	1,425	2,375	(53,281)	4.3%
REV OVER/(UNDER) EXP	(110,300)	(110,300)	8,424	163,201			147,439	83,662	93,612		
ENDING FUND BALANCE	1,059,704	1,059,704		1,333,205			1,170,004		1,116,177		
Less: Net Capital Assets	-	-		-			-		-		
Less: Customer Deposits	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	1,059,704	1,059,704		1,333,205			1,170,004		1,116,177		



Town of Northlake

Technology Services Fund

Quarter Ended March 31, 2017

(Unaudited)

Fund: 504	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:	-	-		-			-		-		
REVENUES:											
Mayor & Council	500	500	125	250	(250)	50.0%	-	-	-	-	0.0%
Administration-GF	9,000	9,000	2,250	4,500	(4,500)	50.0%	100,000	-	-	(100,000)	0.0%
Town Secretary	4,000	4,000	1,000	2,000	(2,000)	50.0%	-	-	-	-	0.0%
Municipal Courts	12,000	12,000	3,000	6,000	(6,000)	50.0%	-	-	-	-	0.0%
Development	5,000	5,000	1,250	2,500	(2,500)	50.0%	-	-	-	-	0.0%
Police	36,000	36,000	18,000	18,000	(18,000)	50.0%	-	-	-	-	0.0%
Public Works	10,000	10,000	2,500	5,000	(5,000)	50.0%	-	-	-	-	0.0%
Administration-HOT	1,000	1,000	250	500	(500)	50.0%	-	-	-	-	0.0%
Administration-EDC	1,000	500	125	500	-	100.0%	-	-	-	-	0.0%
Administration-CDC	1,000	500	125	500	-	100.0%	-	-	-	-	0.0%
Administration-WS Fund	3,000	3,000	750	1,500	(1,500)	50.0%	-	-	-	-	0.0%
Utility Department	11,000	11,000	2,750	5,500	(5,500)	50.0%	-	-	-	-	0.0%
Maintenance Reserve	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Insurance Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Interest Revenue	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:	93,500	92,500	32,125	46,750	(45,750)	50.5%	100,000	-	-	(100,000)	0.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	1,450	1,450	12,291	12,521	11,071	863.5%	428	-	-	(428)	0.0%
Utilities	16,000	16,000	-	-	(16,000)	0.0%	-	-	-	-	0.0%
Services	100,000	100,000	11,017	30,603	(69,397)	30.6%	9,853	-	-	(9,853)	0.0%
Capital Outlay	66,250	66,250	17,819	23,167	(43,083)	35.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	183,700	183,700	41,127	66,291	(117,409)	36.1%	10,281	-	-	(10,281)	0.0%
REV OVER/(UNDER) EXP	(90,200)	(91,200)	(9,002)	(19,541)			89,719	-	-		
ENDING FUND BALANCE	(90,200)	(91,200)		(19,541)			89,719		-		
Less: Net Capital Assets	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	(90,200)	(91,200)		(19,541)			89,719		-		



Town of Northlake
EQUIPMENT FUND
 Quarter Ended March 31, 2017
 (Unaudited)

Fund: 505	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	774,773	774,773		774,773			370,929		370,929		
REVENUES:											
Equipment Service Revenue-PD	110,000	110,000	27,500	55,000	(55,000)	50.0%	110,000	27,500	55,000	(55,000)	50.0%
Equipment Service Revenue-PW	25,000	25,000	6,250	12,500	(12,500)	50.0%	25,000	6,250	12,500	(12,500)	50.0%
Equipment Service Revenue-Utilities	75,000	75,000	31,250	62,500	(12,500)	83.3%	125,000	31,250	62,500	(62,500)	50.0%
Transfer from Donation Fund	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers from GF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from UF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Proceeds	-	-	-	-	-	0.0%	305,000	-	301,360	(3,641)	98.8%
Other Revenue	11,500	11,500	28,103	36,688	25,188	319.0%	58,745	128	840	(57,905)	1.4%
TOTAL REVENUE:	221,500	221,500	93,103	166,688	(54,812)	75.3%	623,745	65,128	432,199	(191,545)	69.3%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	2,000	2,000	27,007	35,686	33,686	1784.3%	44,818	-	-	(44,818)	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	171,443	-	-	(171,443)	0.0%
Capital Outlay	223,000	223,000	133,118	165,328	(57,672)	74.1%	-	63,314	399,099	399,099	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	5,000	5,000	-	-	(5,000)	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	230,000	230,000	160,125	201,014	(28,986)	87.4%	216,260	63,314	399,099	182,838	184.5%
REV OVER/(UNDER) EXP	(8,500)	(8,500)	(67,022)	(34,326)			407,484	1,814	33,101		
ENDING FUND BALANCE	766,273	766,273		740,447			778,413		404,030		
Less: Net Capital Assets	(667,552)	(667,552)		(667,552)			(667,552)		(322,581)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	98,721	98,721		72,895			110,861		81,449		



Town of Northlake
BUILDING SERVICES FUND
 Quarter Ended March 31, 2018
 (Unaudited)

Fund: 506	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	589,702	589,702		589,702			264,839		264,839		
REVENUES:											
Mayor & Council	400	400	100	200	(200)	50.0%	825	206	413	(413)	50.0%
Administration-GF	7,000	7,000	1,750	3,500	(3,500)	50.0%	266,000	4,000	8,000	(258,000)	3.0%
Town Secretary	3,100	3,100	775	1,550	(1,550)	50.0%	6,958	1,740	3,479	(3,479)	50.0%
Municipal Courts	9,200	9,200	2,300	4,600	(4,600)	50.0%	20,870	5,218	10,435	(10,435)	50.0%
Development	3,800	3,800	950	1,900	(1,900)	50.0%	8,696	2,174	4,348	(4,348)	50.0%
Police	27,400	27,400	6,850	13,700	(13,700)	50.0%	62,611	15,653	31,306	(31,306)	50.0%
Public Works	7,600	7,600	1,900	3,800	(3,800)	50.0%	17,392	4,348	8,696	(8,696)	50.0%
Administration-HOT	800	800	200	400	(400)	50.0%	1,739	435	870	(870)	50.0%
Administration-EDC	800	800	200	400	(400)	50.0%	1,739	435	870	(870)	50.0%
Administration-CDC	800	800	200	400	(400)	50.0%	1,739	435	870	(870)	50.0%
Administration-WS Fund	2,200	2,200	550	1,100	(1,100)	50.0%	4,870	1,218	2,435	(2,435)	50.0%
Utility Department	7,900	7,900	1,975	3,950	(3,950)	50.0%	17,392	4,348	8,696	(8,696)	50.0%
Maintenance Reserve	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Insurance Proceeds	-	-	3,025	3,025	3,025	0.0%	43,812	-	-	(43,812)	0.0%
Interest Revenue	-	-	597	1,096	1,096	0.0%	1,159	63	88	(1,071)	7.6%
TOTAL REVENUE:	71,000	71,000	21,372	39,620	(31,380)	55.8%	455,803	40,271	80,504	(375,299)	17.7%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	24,760	24,760	6,365	12,394	(12,366)	50.1%	23,989	5,814	12,548	(11,441)	52.3%
Maintenance	8,000	8,000	587	1,324	(6,676)	16.5%	5,562	1,205	2,821	(2,741)	50.7%
Utilities	30,500	30,500	3,460	8,545	(21,955)	28.0%	24,473	7,213	12,155	(12,318)	49.7%
Services	7,200	(800)	1,200	35,967	36,767	-4495.8%	76,916	18,367	42,400	(34,516)	55.1%
Capital Outlay	475,000	483,000	47,087	56,888	(426,112)	11.8%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	545,460	545,460	58,698	115,117	(430,343)	21.1%	130,939	32,598	69,924	(61,016)	53.4%
REV OVER/(UNDER) EXP	(474,460)	(474,460)	(37,326)	(75,497)			324,863	7,673	10,580		
ENDING FUND BALANCE	115,242	115,242		514,206			589,702		275,419		
Less: Net Capital Assets	(24,071)	(24,071)		(24,071)			(24,071)		(27,190)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	91,171	91,171		490,135			565,631		248,229		



Town of Northlake
DEPARTMENT REPORT
 Quarter Ended March 31 2017
 (Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
COUNCIL											
EXPENDITURES:											
Payroll & Benefits	2,600	2,600	30	790	(1,810)	30.4%	1,997	-	760	(1,237)	38.1%
Supplies	1,100	1,100	700	707	(393)	64.3%	625	120	206	(419)	33.0%
Maintenance	-	-	-	-	-	0.0%	65	-	-	(65)	0.0%
Utilities	750	750	224	372	(378)	49.6%	629	148	283	(346)	45.0%
Services	15,500	15,000	485	2,668	(12,332)	17.8%	13,465	1,025	4,941	(8,525)	36.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	400	900	-	-	(900)	0.0%	-	206	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	20,350	20,350	1,439	4,537	(15,813)	22.3%	16,781	1,500	6,190	(10,591)	36.9%
ADMINISTRATION											
EXPENDITURES:											
Payroll & Benefits	342,540	342,540	74,962	162,797	(179,743)	47.5%	321,999	74,766	156,787	(165,212)	48.7%
Supplies	15,725	15,725	1,134	2,200	(13,525)	14.0%	14,336	8,527	9,751	(4,585)	68.0%
Maintenance	650	650	-	-	(650)	0.0%	4,933	-	81	(4,852)	1.6%
Utilities	1,200	1,200	160	536	(664)	44.7%	1,529	376	677	(852)	44.3%
Services	237,325	228,325	43,315	79,011	(149,314)	34.6%	180,012	37,806	91,081	(88,931)	50.6%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	7,000	16,000	1,750	8,000	(8,000)	50.0%	66,000	4,000	8,000	(58,000)	12.1%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	604,440	604,440	121,321	252,544	(351,896)	41.8%	588,808	125,474	266,377	(322,431)	45.2%
TOWN SECRETARY											
EXPENDITURES:											
Payroll & Benefits	97,315	97,315	22,155	47,135	(50,180)	48.4%	92,896	21,715	45,758	(47,139)	49.3%
Supplies	3,610	3,610	1,095	1,830	(1,780)	50.7%	2,369	518	906	(1,463)	38.2%
Maintenance	500	500	-	-	(500)	0.0%	146	-	81	(65)	55.6%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	20,650	16,650	3,321	3,493	(13,157)	21.0%	24,298	4,896	7,459	(16,838)	30.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	3,100	7,100	775	3,550	(3,550)	50.0%	-	1,740	3,479	3,479	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	125,175	125,175	27,346	56,008	(69,167)	44.7%	119,709	28,868	57,683	(62,026)	48.2%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended March 31 2017

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
MUNICIPAL COURT											
EXPENDITURES:											
Payroll & Benefits	211,065	211,065	45,542	96,593	(114,472)	45.8%	197,385	47,206	98,845	(98,540)	50.1%
Supplies	6,040	6,040	1,026	1,843	(4,197)	30.5%	3,794	994	1,472	(2,322)	38.8%
Maintenance	-	-	-	-	-	0.0%	2,537	-	163	(2,375)	6.4%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	66,500	54,500	8,668	12,784	(41,716)	23.5%	32,257	10,631	15,760	(16,497)	48.9%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	9,200	21,200	2,300	10,600	(10,600)	50.0%	20,870	5,218	10,435	(10,435)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	292,805	292,805	57,536	121,819	(170,986)	41.6%	256,844	64,048	126,675	(130,169)	49.3%
DEVELOPMENT SERVICES											
EXPENDITURES:											
Payroll & Benefits	135,518	135,518	28,413	50,052	(85,466)	36.9%	75,249	17,587	36,723	(38,526)	48.8%
Supplies	4,700	4,700	327	969	(3,731)	20.6%	1,738	501	786	(951)	45.3%
Maintenance	150	150	400	400	250	266.3%	546	400	481	(65)	88.1%
Utilities	600	600	173	321	(279)	53.5%	579	148	283	(296)	48.9%
Services	387,450	382,450	34,546	96,291	(286,159)	25.2%	308,282	96,455	128,400	(179,882)	41.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	3,800	8,800	950	4,400	(4,400)	50.0%	8,696	2,174	4,348	(4,348)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	532,218	532,218	64,808	152,433	(379,785)	28.6%	395,090	117,264	171,022	(224,068)	43.3%
POLICE											
EXPENDITURES:											
Payroll & Benefits	1,209,154	1,209,154	263,650	531,399	(677,755)	43.9%	939,339	205,877	460,114	(479,225)	49.0%
Supplies	87,328	87,328	18,655	33,890	(53,438)	38.8%	66,044	15,428	26,816	(39,228)	40.6%
Maintenance	41,228	41,228	22,521	41,631	403	101.0%	25,640	4,867	9,784	(15,855)	38.2%
Utilities	7,500	7,500	1,082	2,747	(4,753)	36.6%	5,247	1,236	2,914	(2,333)	55.5%
Services	59,360	59,360	22,742	8,658	(50,702)	14.6%	56,079	18,384	29,278	(26,800)	52.2%
Capital Outlay	27,225	27,225	2,323	7,952	(19,273)	29.2%	-	-	-	-	0.0%
Transfers	137,400	137,400	34,350	86,700	(50,700)	63.1%	172,611	43,153	86,306	(86,306)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,569,195	1,569,195	365,322	712,976	(856,219)	45.4%	1,264,959	288,945	615,212	(649,747)	48.6%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended March 31 2017

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - GENERAL FUND											
EXPENDITURES:											
Payroll & Benefits	386,725	386,725	74,040	145,693	(241,032)	37.7%	243,269	56,421	110,200	(133,068)	45.3%
Supplies	37,605	37,605	9,156	15,172	(22,433)	40.3%	27,809	6,300	9,947	(17,862)	35.8%
Maintenance	245,850	245,850	17,630	59,589	(186,261)	24.2%	150,524	28,658	84,585	(65,939)	56.2%
Utilities	9,045	9,045	1,938	3,918	(5,127)	43.3%	9,563	3,437	4,996	(4,566)	52.2%
Services	38,000	28,000	8,414	14,634	(13,366)	52.3%	34,933	2,091	8,781	(26,151)	25.1%
Capital Outlay	6,000	6,000	1,716	1,716	(4,284)	28.6%	-	-	-	-	0.0%
Transfers	32,600	42,600	8,150	21,300	(21,300)	50.0%	42,392	10,598	21,196	(21,196)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	755,825	755,825	121,043	262,021	(493,804)	34.7%	508,489	107,505	239,705	(268,784)	47.1%
GENERAL FUND - NON DEPARTMENTAL											
EXPENDITURES:											
Payroll & Benefits	15,000	15,000	1,049	1,049	(13,951)	7.0%	1,133	-	-	(1,133)	0.0%
Supplies	-	-	-	462	462	0.0%	41	-	-	(41)	0.0%
Maintenance	-	-	-	-	-	0.0%	5,598	-	-	(5,598)	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	124,706	124,706	47,527	64,489	(60,217)	51.7%	58,648	9,804	28,700	(29,947)	48.9%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	350,000	-	-	(350,000)	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	139,706	139,706	48,577	66,001	(73,705)	47.2%	415,420	9,804	28,700	(386,719)	6.9%
ADMINISTRATION - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	129,467	129,467	21,203	41,143	(88,324)	31.8%	111,994	23,220	47,740	(64,254)	42.6%
Supplies	8,700	8,700	2,263	2,389	(6,311)	27.5%	5,795	4,140	4,970	(825)	85.8%
Maintenance	100	100	10,155	10,155	10,055	10155.3%	1,322	-	81	(1,241)	6.2%
Utilities	-	-	79,697	79,697	79,697	0.0%	-	-	-	-	0.0%
Services	25,350	25,350	11,817	15,978	(9,372)	63.0%	114,912	12,109	20,060	(94,852)	17.5%
Capital Outlay	-	-	6,801	6,801	6,801	0.0%	-	-	-	-	0.0%
Transfers	155,200	155,200	38,800	77,600	(77,600)	50.0%	154,870	38,718	77,435	(77,435)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	318,817	318,817	170,737	233,763	(85,054)	73.3%	388,893	78,187	150,286	(238,607)	38.6%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended March 31 2017

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	315,061	315,061	64,797	123,137	(191,924)	39.1%	219,216	50,193	92,458	(126,758)	42.2%
Supplies	97,095	97,095	2,375	6,762	(90,333)	7.0%	32,751	8,396	13,209	(19,542)	40.3%
Maintenance	136,200	136,200	5,549	29,605	(106,595)	21.7%	106,183	22,942	49,517	(56,666)	46.6%
Utilities	2,046,620	2,046,620	283,226	650,334	(1,396,286)	31.8%	1,649,035	375,954	763,404	(885,632)	46.3%
Services	41,800	41,800	4,604	18,307	(23,493)	43.8%	38,649	8,648	41,225	2,576	106.7%
Capital Outlay	210,000	210,000	30,718	65,180	(144,820)	31.0%	-	47,296	85,820	85,820	0.0%
Transfers	143,900	143,900	35,975	71,950	(71,950)	50.0%	142,392	35,598	71,196	(71,196)	50.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	2,990,676	2,990,676	427,244	965,275	(2,025,401)	32.3%	2,188,227	549,027	1,116,828	(1,071,399)	51.0%
PUBLIC WORKS - NON DEPARTMENTAL											
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	25,085	25,085	5,685	11,296	(13,789)	45.0%	28,865	4,829	36	(28,829)	0.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	25,085	25,085	5,685	11,296	(13,789)	45.0%	28,865	4,829	36	(28,829)	0.1%

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Karen Bolyard, Finance Director
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Budget Principles Update for FY 2018

Staff will give a presentation on the status of the Fiscal Year 2017-2018 Council Budget Principles. As a reminder, the current budget principles are as follows:

- Maintain Fiscal Responsibility while Investing in Town Resources and Assets
- Ensure Sustainable Development through Strategic Planning
- Attract and Retain Diversified Business Types for Stable Future Tax Base
- Improve, Construct and Maintain Road, Water, Sewer and Drainage Infrastructure
- Attract, Retain and Train Highly Qualified and Motivated Personnel
- Validate External and Internal Capabilities with Appropriate Staffing and Facilities
- Utilize Equipment and Technology to Increase Productivity and Efficiency

Staff will present on accomplishments from the current budget year that align with the budget principles and will propose short-term, mid-range and long-term goals (see attached).

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

TOWN OF NORTHLAKE

FY 2018 Budget Principles	Accomplishments	Short Term Objectives (less than one year)	Mid Range Objectives (one to two years)	Long Term Objectives (over two years)
<i>Maintain Fiscal Responsibility while Investing in Town Resources and Assets</i>	Issued \$7 M debt for road improvements and equipment while maintaining low tax rate	Issue debt for water system improvements; Use reserves to finish out lease space	Identify one-time expenses for draw-down of cash balances (pay as you go)	Balance operations to debt ratio to 60/40; Maintain 25% fund balance
<i>Ensure Sustainable Development through Strategic Planning</i>	Updated Town water & sewer master plans; Updated Town Strategic Plan	Update Town Park, Trails & Open Space Plan	Begin home rule charter process	Develop annexation plan; Update Master Thoroughfare Plan
<i>Attract and Retain Various Business Types for Diverse Future Tax Base</i>	Recruited Project Forge to Alliance Northport; Conducted retailer gap analysis	Recruit retailers identified in analysis; Use EDC funds to improve infrastructure	Recruit partners to develop joint full-service hotel and/or conference center	Ensure balanced tax base with incentives & development standards
<i>Improve, Construct & Maintain Road, Water, Sewer & Drainage Infrastructure</i>	Paved remainder of C-G Road (FM 1171 - FM 407), Sam Lee; Restabilized & repaved Florance Road	Design storage and distribution needs for water systems	Construct storage and distribution capacity; Procure necessary sites, ROW and easements	Begin impact fee study update
<i>Recruit, Retain and Train Highly Qualified Personnel</i>	Completed 2018 salary survey; Implemented education pay and 20 year service retirement	Implement survey recommendations as part of budget process	Enhance employee training programs	Update Town personnel policies
<i>Enhance External and Internal Capabilities with Appropriate Staffing and Facilities</i>	Added Inspection positions due to development activity; Finish out office space	Explore additional lease space for Police	Transition to Court of Record; Enhance staff supervision and expertise	Assess ultimate Town building needs and future sites
<i>Utilize Equipment and Technology to Increase Productivity and Efficiency</i>	Outfitted police with integrated dash and body cameras	Install recording and projection for new council chamber/ court room	Implement "always-on" connectivity for patrol & field staff with database management system	Develop equipment purchase and replacement plan

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Proposed amendments to the Unified Development Code (UDC) related to setbacks

Issues with setback regulations for secondary structures such as pools, fences and storm shelters have been brought to the attention of staff with some recent permits and inquiries. Staff will brief the Council on current setback requirements for these structures and discuss potential options to address these issues. Based on feedback and direction provided by the Council, staff will prepare a UDC amendment, if necessary, to consider at an upcoming meeting.

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



Regular Session

Agenda Item 4



Public Input

Agenda Item 5



Consent Items

Agenda Item 6



Peter Dewing, Mayor
Jean Young, Council Place 1
Mike McBride, Council Place 2, Mayor Pro Tem

Michael Ganz, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town of Northlake
Council Meeting Minutes
Thursday, April 12, 2018
1400 FM 407 – Chamber Room - Northlake, Texas**

1. Mayor Peter Dewing called the regular work session to order at 5:30 pm, all members 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; Leann Oliver, Court Administrator; Micheale Lane Brittany Tamayo Court Clerks; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

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

2. Special Recognition

- A. Mayor Dewing recognized Leann Oliver for her 10 Years of Service as Northlake Municipal Court Administrator and presented her with a plaque

3. Briefing Items

- B. Denton County Emergency Services District No. 1 update on new Fire Station 514 presented by Chris Amarante, Assistant Treasurer, Jon Donahue, Treasurer and Mac Hohenberger, Fire Chief Argyle FD – will open October 1, new fire engine ordered, 10,000 sq. feet building with 3 double dept bays w/living quarters. Will be staffed with firefighters and paramedics, located on the SE corner of Old Justin Rd and Cleveland Gibbs Rd
- C. Drew Corn gave the status report on Northlake Residents' Survey- partnered with UTA Dept of Public Administration, overall response rate of 269 is higher than previous response rates. The Student Group will make a presentation at the May meeting
- D. Karen Bolyard gave the FY 18 Quarterly Investment Report

4. Regular Meeting to Order

Mayor Dewing called the regular meeting to order at 5:58 pm, all members present

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



Peter Dewing, Mayor
Jean Young, Council Place 1
Mike McBride, Council Place 2, Mayor Pro Tem

Michael Ganz, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

5. Public Input

Brian Montini, resident of Northlake, commented on Item J. professional services for engineering for the design of a water tower in the northern part of town, thought this should be budgeted before approved; and commented on the recent survey results

Bill Moore, resident of Northlake, appreciated town staff and felt treated respectfully when he's call in and ask questions

6. Consent Items

Councilmember Ganz moved to approve the Consent Items. 2nd by Councilmember Young
Vote: motion was approved unanimous

E. Town Council Meeting Minutes of March 8, 2018

F. Resolution No. 18-7 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

G. Resolution No. 18-8 authorizing continued participation with the Steering Committee of Cities/Towns served by Oncor; and authorizing the payment of 11 cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company LLC

7. Board of Adjustment (see separate agenda)

Mayor Dewing convene the council into the BOA at 6:04 pm and reconvened into open session at 6:14 pm

8. Regular Items

H. Ordinance amending Ordinance No. 00-1214B, the Texas Speedway Centre Mixed-Use Planned Development (MPD) district as amended, by amending Attachment C, Section 10 – Use Restrictions by adding Motorcycle Sales and Service as a permitted use and adding Section 11- Definitions, and being Lots 1R & 4R, Block 1, Lots 1R, 2, 3, 4, 5R1, 5R2, 6R1, 6R2, 7AR & 7BR, Block 2, Lots 1AR & 2, Block 3, and Lot 1R, Block 4, Texas Speedway Centre, located in the G.W. Shamblin Survey, Abstract 1191 and the Lewis Medlin Survey, Abstract 830, on the southeast corner of IH 35W and SH 114. 2912 Realty Raceway Project is the applicant/developer. Case # PD-18-001

i. Mayor Dewing opened the public hearing at 6:16 pm to hear comments for or against the proposed zoning request

Resident Joel McGregor stated he was in favor of the zoning amendment, said looks like a good quality business and will bring people to Northlake

Mayor Dewing closed the public hearing at 6:18 pm



Peter Dewing, Mayor
Jean Young, Council Place 1
Mike McBride, Council Place 2, Mayor Pro Tem

Michael Ganz, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

- ii. Councilmember Sessions moved to approve Ordinance No. 18-0412A. 2nd by Mayor Pro Tem McBride
Vote: motion was approved unanimous
- I. Councilmember Sessions moved to approve Resolution No. 18-9 awarding Professional Services Contract for Engineering Design Services for Phase Two of the South Pressure Plane Water Improvements by Neel-Schaffer not to exceed \$981,270.00. 2nd by Councilmember Ganz
Vote: motion was approved unanimous
- J. Councilmember Sessions moved to approve Resolution No. 18-10 approving Contract Amendment No. 6 with Halff and Associates for Professional Services for the Design of Water System Improvements in the amount of \$251,760.00. 2nd by Councilmember Simpson
Vote: motion was approved unanimous
- K. Councilmember Young moved to approve Resolution No. 18-11 authorizing the Town Administrator to contract with Conatser Construction TX, LP for road improvements to Sam Lee Lane from Ashmore Lane to approx. 2,500 feet to the east. 2nd by Councilmember Simpson
Vote: motion was approved unanimous
- L. Councilmember Ganz moved to approve the Final Plat of Lot 1, Block A, Alliance Northport Addition, a one-lot phase of the proposed Alliance Northport development, being a 48.675-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the north side of Sam Lee Lane approximately 1,900 feet east of Ashmore Lane and zoned Industrial (I). Alliance Northport No. 3, Ltd is the owner. AIL Investment LP is the applicant/developer. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-17-012. 2nd by Mayor Pro Tem McBride
Vote: motion was approved unanimous
- M. Councilmember Ganz moved to approve the Site Plan for Alliance Northport Building 3, a proposed 1,029,553 square-foot industrial building on 48.675 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 1, Block A, Alliance Northport Addition, generally located on the north side of Sam Lee Lane approximately 1,900 feet east of Ashmore Lane at 8601 E. Sam Lee Lane and zoned Industrial (I). Alliance Northport No. 3, Ltd is the owner. AIL Investment LP is the applicant/developer. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-001. 2nd by Mayor Pro Tem McBride
Vote: motion was approved unanimous
- N. Councilmember Sessions moved to approve Resolution No. 18-12 adopting the 2018 Northlake Strategic Plan. 2nd by Councilmember Simpson
Vote: motion was approved unanimous



Peter Dewing, Mayor
Jean Young, Council Place 1
Mike McBride, Council Place 2, Mayor Pro Tem

Michael Ganz, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

O. Councilmember Ganz moved to approve Ordinance No. 18-0412B amending the Fee Schedule. 2nd by Mayor Pro Tem McBride
Vote: motion to approve unanimous

8. By general consent, the Council convened into Executive Session at 6:55 pm pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) A settlement offer; or 'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)
 - (c) Appellate Docket No. 06-17-00054-CV - City of Justin vs. Town of Northlake
 - b. Section 551.072 Deliberation on Real Property authorizes a governmental body to deliberate the purchase, exchange, lease, or value of real property
 - (a) Value of real property contemplated for Right-of-Way and/or drainage easement

By general consent, reconvened into open session at 7:08 pm – no action taken while in closed session

- P. No action taken to use of eminent domain to condemn property located outside the Town limits and consider a resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining a drainage easement and temporary construction easement on property located outside the Town limits on the east side of Cleveland-Gibbs Road and south of FM-407 for the construction of drainage improvements for Cleveland-Gibbs Road
9. Mayor Dewing adjourned the meeting at 7:09 pm

Passed and approved this the 10th day of May, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



**TOWN OF NORTHLAKE, TEXAS
RESOLUTION 18-13**

**A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR 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 nominates Jim Carter as a candidate for the appointment to the Board of Managers for the Denco Area 9-1-1 District.

Section 2

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

PASSED AND APPROVED this the 10th day of May, 2018

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



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 Municipal Jurisdictions
FROM: Mark Payne, Executive Director 
DATE: March 15, 2018
RE: Appointment to the Denco Area 9-1-1 District Board of Managers

RECEIVED
MAR 19 2018
BY: 

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." The enclosed resolution, approved by the district's board of managers on March 10, 2016, describes the appointment process of a municipal representative to the Denco Board of Managers.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Jim Carter. Members are eligible for consecutive terms and Mr. Carter has expressed his desire to serve another term.

In order to coordinate the appointment among 33 participating municipalities, Denco requests the following actions by the governing bodies of each city/town:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. June 15, 2018.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 16, 2018, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. Written notice of the council's selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on September 15, 2018. No votes will be accepted after that time.
3. **Process Closure (Results):** The Denco Board of Managers and all municipal jurisdictions will be informed of the votes from responding cities/towns. The candidate with the most votes will be the municipalities' representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2018.

Please send a copy of your council's official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Andrea Zepeda at andrea.zepeda@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Zepeda at 972-221-0911. As a courtesy, Denco will provide notification of your council's action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

c: Denco Area 9-1-1 District Board of Managers

Enclosures

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Acceptance of Right-of-way for Sam Lee Lane

Hillwood has submitted two separate dedication deeds for the dedication of right-of-way on the north side of Sam Lee Lane along the front of their planned Alliance Northport development. The right-of-way dedication will provide for the ultimate width required on the Master Thoroughfare Plan and matches the right-of-way dedication planned for on the preliminary plat for Alliance Northport.

The deed from Alliance Northport No. 3, Ltd. is for the portion of Sam Lee fronting the proposed Building No. 3 which Council has approved a plat and site plan for and has just begun construction. Because the plat will not be filed until construction is complete, this dedication will officially provide the right-of-way sooner. The deed from AIL Investment, L.P. is for the Sam Lee frontage east of the Building No. 3 site to the future Dale Earnhardt Way right-of-way. To officially record this right-of-way dedication, it is necessary for Council to accept them.

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

DEDICATION DEED

THE STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS:

That **AIL Investment, L.P.**, a Texas limited partnership ("Grantor"), for and in consideration of the acceptance of the terms, conditions and reservations contained herein by **The Town of Northlake, Texas**, a municipal corporation of Denton County, Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Has **GRANTED** and **CONVEYED**, and by these presents does **GRANT** and **CONVEY**, unto Grantee, as a dedication for the uses set forth herein, all of that certain tract of real property situated in Denton County, Texas described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

This conveyance of the Property is made and accepted subject to the following (the "Permitted Exceptions"): (i) the restrictions hereinafter set forth, (ii) the easements reserved as set forth in Exhibit "B" attached hereto and made a part hereof by reference, and (iii) all other matters of record affecting the Property that may exist as of the recordation of this instrument.

The Property is conveyed to Grantee to be used only for the following purposes (the "Permitted Purposes"): the construction, use, maintenance, repair and reconstruction of a public roadway and for any other legal purpose related thereto, including without limitation, drainage facilities, utilities, franchises, pipelines and conduits of whatever kind or description, both publicly owned and privately owned, where permitted by Grantee. All facilities constructed on the Property, other than the public roadway, must be buried beneath the surface of the Property (the "Underground Facilities"). Appurtenances to the Underground Facilities that cannot be installed underground but can only be installed on the surface of the Property may be installed on the surface of the Property. Temporary Facilities may be constructed on the surface of the Property or above the surface of the Property. For purposes of this agreement, "Temporary Facilities" shall mean only those surface-mounted or above-ground facilities required to service projects under construction. In no event shall Temporary Facilities be installed for more than two years. Temporary Facilities shall be removed at the expense of the party that installs the Temporary Facilities. Nothing herein shall be construed as requiring Grantee or a permittee of Grantee to bear the increased cost of the underground facilities required by this agreement (as compared to the cost of overhead facilities).

There is excepted from this conveyance and reserved unto Grantor all of the water, oil, gas and other minerals in, on or under the Property; **PROVIDED, HOWEVER, THAT GRANTOR SHALL NOT EXPLORE FOR, PRODUCE OR MINE SUCH MINERALS IN ANY MANNER THAT WOULD INTERFERE WITH GRANTEE'S USE OF THE PROPERTY.**

Grantor hereby retains and reserves a possibility of reverter in favor of Grantor and its successors and assigns pursuant to which the conveyance hereunder shall be automatically void and the estate granted hereunder shall be automatically terminated and forfeited, without the necessity of any notice (except as expressly provided in this Dedication Deed), election or re-entry whatsoever, with respect to any portion of the Property that, for a period of two years (after commencement of use of the roadway that has been constructed and opened on the Property) is

not used as a public roadway, and Grantor (or its successor or assign as applicable) gives Grantee written notice of such condition and such condition continues to exist 60 days following the giving of such notice, whereupon, effective as of the expiration of such 60-day period, all right, title and interest in and to such portion of the Property and all improvements then existing thereon shall automatically revert to Grantor or its successor or assign. It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of this paragraph shall constitute conditional limitations upon the estate conveyed herein and not a covenant or a right of re-entry for breach of condition subsequent, such that fee simple title to the Property or the portion thereof that is not used as a public roadway for a period of two years (after commencement of use of the roadway that has been constructed and opened on the Property), together with improvements then existing thereon, shall automatically revert to Grantor or its successors or assigns, and no notice (except as expressly provided in this Dedication Deed), election or re-entry upon the Property shall be required to vest title to the Property (or portion thereof) and all improvements then existing thereon, in Grantor or its successors or assigns. Neither the occurrence of a condition due to an act or failure to act by a third party, nor impossibility or inability of Grantee to prevent the occurrence of a condition, shall excuse such occurrence or condition or prevent the automatic termination of the determinable fee estate conveyed hereby.

Grantor, and its successors, assigns and permittees, shall have the right to use the surface of the Property and any area beneath the surface of the Property for any use that does not interfere with the rights of Grantee and others to use the Property for the Permitted Purposes described above.

Notwithstanding the above provisions, in the event that the fee simple title to the Property reverts to Grantor or its successors and assigns as provided above, Grantee shall retain a perpetual, underground easement that shall survive such reversion on the following terms:

- (a) Any underground utility or other facilities installed in compliance with the Permitted Purposes and existing as of the date of such reversion, owned by Grantee or any other entity, may remain in place, and the owners thereof shall have the right to use, operate, maintain and repair such utilities;
- (b) Grantee shall have the right to install, use, operate, maintain and repair under the Property underground water, sanitary sewer and storm drainage facilities, as well as any other underground utility facilities that Grantee may own and operate in the future, and any necessary appurtenances thereto; and
- (c) Grantee shall have the right to allow or permit any public utility to install, use, operate, maintain and repair under the Property any underground public utility facilities.

Notwithstanding the above stated easement rights that will be retained by Grantee in the event of such reversion, Grantor, and its successors, assigns and permittees, shall have the right to use the surface of the Property and any area beneath the surface of the Property for any use that does not interfere with the easement rights of Grantee and others described above. Further, in the event of such reversion, Grantor or its successors and assigns, at such parties' expense, shall have the right to relocate any utilities and facilities that are the subject of such rights provided that the level of service provided by such utilities at the new location will not be impaired in any material respect, either in the process of such relocation or after the completion thereof.

The right of reversion reserved herein shall terminate and shall be of no further force or effect 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Dedication Deed. The possibility

of reverter and all other rights, options and easements retained or reserved by Grantor in this Dedication Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Dedication Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to or concerning (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property as provided for herein is made on an "AS IS" basis, and by its acceptance of this Dedication Deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Dedication Deed, **GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[signatures on following pages]

EXECUTED to be effective as of the 4 day of May, 2018 (the "Effective Date").

Grantor:

AIL INVESTMENT, L.P.,
a Texas limited partnership

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

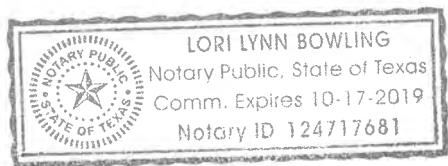
By: [Signature]
Name: L. Russell Laughlin
Title: Executive Vice President

THE STATE OF TEXAS

COUNTY OF Tarrant

§
§
§

This instrument was acknowledged before me on May 4, 2018, by L. Russell Laughlin, EVP of AIL GP, LLC, a Texas limited liability company, on behalf of said limited liability company, in its capacity as general partner of AIL Investment, L.P., a Texas limited partnership, on behalf of said limited partnership.



[Signature]
Notary Public, State of Texas

**ACCEPTED AS TO THE TERMS,
CONDITIONS AND RESERVATIONS
CONTAINED HEREIN:**

Grantee:

THE TOWN OF NORTHLAKE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

City Secretary

Approved as to Form and Legality:

City Attorney

THE STATE OF TEXAS

COUNTY OF DENTON

§
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§
§

This instrument was acknowledged before me on this _____ day of _____,
2018, by _____, _____ of the **Town
of Northlake, Texas.**

Notary Public, State of Texas

GRANTEE'S ADDRESS:

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

AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"

DESCRIPTION OF PROPERTY

**DESCRIPTION OF
0.383 ACRES OF LAND**

BEING a tract of land situated in the B.B.B. & C.R.R CO. Survey, Abstract Number 189, Denton County, Texas, and being a portion of the remainder of that tract of land described by deed to AIL Investment, LP, recorded in Instrument Number 2015-76968, Real Property Records, Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at an "Xcut" found at the southwest corner of said AIL Investment tract, being the southeast corner of that tract of land described by deed to Alliance Northport No.3, LTD, recorded in Instrument Number 23296, said County Records, from which a 1/2 inch iron rod found at the southwest corner of said Alliance Northport tract, bears S 89°58'55"W, 994.57 feet;

THENCE N 00°40'47"W, 25.00 feet, with said common line, to a 5/8 inch iron rod with plastic cap stamped "Peloton" found;

THENCE N 89°58'55"E, 638.97 feet, departing said common line, to a 5/8 inch iron rod with plastic cap stamped "Peloton" set;

THENCE N 45°22'06"E, 28.48 feet, to a 5/8 inch iron rod with plastic cap stamped "Peloton" set, in the west line of that tract of land described by dedication deed to the Town of Northlake, recorded in Instrument Number 2015-74193, said County Records, from which a 1/2 inch iron rod with plastic cap stamped "Pacheco" found, bears N 00°45'18"W, 80.87 feet;

THENCE S 00°45'18"W, 45.00 feet, with said west line, to the north right of way line of E. Sam Lee Lane, recorded in Northport Addition, an addition to the Town of Northlake, recorded in Instrument Number 2014-383, Real Property Records, Denton County, Texas;

THENCE S 89°58'55"W, 658.35 feet with said north right-of-way line, to the **Point of Beginning** and containing 16,665 square feet or 0.383 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

Basis of Bearing is the Texas
Coordinate System North Central
Zone 4202, NAD 83

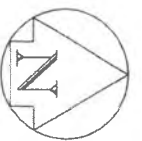
IRF = Iron Rod Found
IRS = Iron Rod Set

0.0.0. & C.R.R. CO. SURVEY
ABSTRACT NUMBER 189

Hydro Conduit
of Texas, L.P.
Inst.# 2000-38178
R.P.R.D.C.T.

Alliance Northport No.3, LTD.
Inst.# 23296
R.P.R.D.C.T.

0 200 400
GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit



ALL INVESTMENT, LP
INST.# 2015-76968
R.P.R.D.C.T.

Town of Northlake - Dedication Deed
(80' Right-of-Way)
Inst.# 2015-74193 R.P.R.D.C.T.

1/2" IRF
S89°58'55"W
35' Right-of-Way Dedication
Northport Addition
Inst.# 2008-75982
R.P.R.D.C.T.

Lot 11, Block 4
Northport Addition
Inst.# 2008-75982
R.P.R.D.C.T.

E. Sam Lee Lane

Point of Beginning

Lot 12, Block 4
Northport Addition
Inst.# 2014-383
R.P.R.D.C.T.

35' Right-of-Way Dedication
Northport Addition
Inst.# 2014-383
R.P.R.D.C.T.

Dale Earnhardt Way

LINE TABLE			
L1	N45°22'06"E	28.48'	
L2	S00°45'18"W	45.00'	



Right-of-Way Dedication

SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY,
ABSTRACT NUMBER 189, IN THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

EXHIBIT "B"

EASEMENTS RESERVED

1. Grantor hereby reserves a non-exclusive, assignable, free easement:

(a) across and through all portions of the Property lying beneath the surface of the Property, to use such subterranean areas for any use that does not interfere with Grantee's use of the Property;

(b) across and through all air space 17.5 feet above the surface of the paved roadway installed on the Property, to use such air space for any use that does not interfere with Grantee's use of the Property; and

(c) over and across the surface of any portion of the Property not covered by pavement for the installation and maintenance of landscaping and an underground landscape irrigation system. Grantor or Grantor's successors and assigns, whichever entity installs any such landscaping or underground irrigation system, shall have the right and responsibility to keep such landscaping and irrigation system in good condition and repair. Grantee shall have no responsibility for any such maintenance. Grantee, at Grantor's (or Grantor's successors' or assigns', as applicable) expense, shall have the right to take such action as necessary to stop water from running on the Property from any leaks in the irrigation system that are not promptly repaired by Grantor or its successors and assigns.

2. The easements reserved in this Exhibit "B" are easements in gross for the benefit of Grantor and its successors and assigns.

3. Grantor or its successors and assigns shall make no use of the Property without Grantee's consent, which shall not be unreasonably withheld or delayed. Grantor or its successors and assigns shall restore or repair any damage to the Property resulting from such use by Grantor or its successors and assigns.

4. The person or entity (whether Grantor or a successor or assign of Grantor) exercising any right to install any landscaping or facilities pursuant to the easement reserved herein shall indemnify and hold Grantee harmless from and against any claims or damages (including court costs and reasonable attorneys' fees) resulting from the construction, installation, maintenance, use or existence of such landscaping or facilities except such claims or damages that result from the negligence of Grantee or its employees, agents or contractors. Notwithstanding the foregoing, Grantor shall not have any liability under this indemnity with respect to any landscaping or facilities installed by a successor or assign of Grantor or with respect to any landscaping or facilities assigned or conveyed by Grantor to a successor or assign after installation, provided that Grantor has given Grantee written notice of such conveyance or assignment, by certified mail return receipt requested, at Grantee's address set forth below. Any such successor or assign (of whom Grantee has been notified as provided above) shall be automatically deemed to have assumed this indemnity upon such conveyance or assignment and Grantor shall be deemed released therefrom. As a condition to the obligations under this indemnity, Grantee must give the indemnifying party prompt notice of any claim that may be covered by this indemnity, shall cooperate in the defense thereof, and shall not take any action, including, but not limited to, a settlement of the claim, that would adversely affect the defense of such claim without the prior written consent of the indemnifying party. The above provisions do not restrict in any way the right of Grantee to bring suit under or otherwise enforce this indemnity in accordance with its terms.

5. By its acceptance of this Dedication Deed, Grantee agrees to execute such further instruments confirming or evidencing the easements reserved in this Exhibit "B" as Grantor or its successors or assigns from time to time may reasonably request, including, but not limited to, any utility easement documents used by any utility company, although such execution is not necessary for the exercise of any rights under this easement.

DEDICATION DEED

THE STATE OF TEXAS
COUNTY OF DENTON

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KNOW ALL MEN BY THESE PRESENTS:

That **Alliance Northport No. 3, Ltd.**, a Texas limited partnership ("Grantor"), for and in consideration of the acceptance of the terms, conditions and reservations contained herein by **The Town of Northlake, Texas**, a municipal corporation of Denton County, Texas ("Grantee"), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged,

Has **GRANTED** and **CONVEYED**, and by these presents does **GRANT** and **CONVEY**, unto Grantee, as a dedication for the uses set forth herein, all of that certain tract of real property situated in Denton County, Texas described in Exhibit "A" attached hereto and made a part hereof by reference (the "Property").

This conveyance of the Property is made and accepted subject to the following (the "Permitted Exceptions"): (i) the restrictions hereinafter set forth, (ii) the easements reserved as set forth in Exhibit "B" attached hereto and made a part hereof by reference, and (iii) all other matters of record affecting the Property that may exist as of the recordation of this instrument.

The Property is conveyed to Grantee to be used only for the following purposes (the "Permitted Purposes"): the construction, use, maintenance, repair and reconstruction of a public roadway and for any other legal purpose related thereto, including without limitation, drainage facilities, utilities, franchises, pipelines and conduits of whatever kind or description, both publicly owned and privately owned, where permitted by Grantee. All facilities constructed on the Property, other than the public roadway, must be buried beneath the surface of the Property (the "Underground Facilities"). Appurtenances to the Underground Facilities that cannot be installed underground but can only be installed on the surface of the Property may be installed on the surface of the Property. Temporary Facilities may be constructed on the surface of the Property or above the surface of the Property. For purposes of this agreement, "Temporary Facilities" shall mean only those surface-mounted or above-ground facilities required to service projects under construction. In no event shall Temporary Facilities be installed for more than two years. Temporary Facilities shall be removed at the expense of the party that installs the Temporary Facilities. Nothing herein shall be construed as requiring Grantee or a permittee of Grantee to bear the increased cost of the underground facilities required by this agreement (as compared to the cost of overhead facilities).

There is excepted from this conveyance and reserved unto Grantor all of the water, oil, gas and other minerals in, on or under the Property; **PROVIDED, HOWEVER, THAT GRANTOR SHALL NOT EXPLORE FOR, PRODUCE OR MINE SUCH MINERALS IN ANY MANNER THAT WOULD INTERFERE WITH GRANTEE'S USE OF THE PROPERTY.**

Grantor hereby retains and reserves a possibility of reverter in favor of Grantor and its successors and assigns pursuant to which the conveyance hereunder shall be automatically void and the estate granted hereunder shall be automatically terminated and forfeited, without the necessity of any notice (except as expressly provided in this Dedication Deed), election or re-entry whatsoever, with respect to any portion of the Property that, for a period of two years (after commencement of use of the roadway that has been constructed and opened on the Property) is

not used as a public roadway, and Grantor (or its successor or assign as applicable) gives Grantee written notice of such condition and such condition continues to exist 60 days following the giving of such notice, whereupon, effective as of the expiration of such 60-day period, all right, title and interest in and to such portion of the Property and all improvements then existing thereon shall automatically revert to Grantor or its successor or assign. It is the express intention of Grantor and Grantee that Grantor is conveying to Grantee an estate in fee simple determinable in and to the Property and that the provisions of this paragraph shall constitute conditional limitations upon the estate conveyed herein and not a covenant or a right of re-entry for breach of condition subsequent, such that fee simple title to the Property or the portion thereof that is not used as a public roadway for a period of two years (after commencement of use of the roadway that has been constructed and opened on the Property), together with improvements then existing thereon, shall automatically revert to Grantor or its successors or assigns, and no notice (except as expressly provided in this Dedication Deed), election or re-entry upon the Property shall be required to vest title to the Property (or portion thereof) and all improvements then existing thereon, in Grantor or its successors or assigns. Neither the occurrence of a condition due to an act or failure to act by a third party, nor impossibility or inability of Grantee to prevent the occurrence of a condition, shall excuse such occurrence or condition or prevent the automatic termination of the determinable fee estate conveyed hereby.

Grantor, and its successors, assigns and permittees, shall have the right to use the surface of the Property and any area beneath the surface of the Property for any use that does not interfere with the rights of Grantee and others to use the Property for the Permitted Purposes described above.

Notwithstanding the above provisions, in the event that the fee simple title to the Property reverts to Grantor or its successors and assigns as provided above, Grantee shall retain a perpetual, underground easement that shall survive such reversion on the following terms:

- (a) Any underground utility or other facilities installed in compliance with the Permitted Purposes and existing as of the date of such reversion, owned by Grantee or any other entity, may remain in place, and the owners thereof shall have the right to use, operate, maintain and repair such utilities;
- (b) Grantee shall have the right to install, use, operate, maintain and repair under the Property underground water, sanitary sewer and storm drainage facilities, as well as any other underground utility facilities that Grantee may own and operate in the future, and any necessary appurtenances thereto; and
- (c) Grantee shall have the right to allow or permit any public utility to install, use, operate, maintain and repair under the Property any underground public utility facilities.

Notwithstanding the above stated easement rights that will be retained by Grantee in the event of such reversion, Grantor, and its successors, assigns and permittees, shall have the right to use the surface of the Property and any area beneath the surface of the Property for any use that does not interfere with the easement rights of Grantee and others described above. Further, in the event of such reversion, Grantor or its successors and assigns, at such parties' expense, shall have the right to relocate any utilities and facilities that are the subject of such rights provided that the level of service provided by such utilities at the new location will not be impaired in any material respect, either in the process of such relocation or after the completion thereof.

The right of reversion reserved herein shall terminate and shall be of no further force or effect 21 years less one day after the death of the last survivor of any of the descendants of Queen Elizabeth II of England living on the date of execution of this Dedication Deed. The possibility

of reverter and all other rights, options and easements retained or reserved by Grantor in this Dedication Deed shall be the property of and shall inure to the benefit of Grantor, its successors and assigns, and are not appurtenant to any tract of property (other than the Property). All provisions of this Dedication Deed applicable to Grantor and Grantee shall be applicable to their respective successors and assigns.

Grantor hereby disclaims any warranty, guaranty or representation, oral or written, past, present or future, of, as to or concerning (i) the nature and condition of the Property, including, but not limited to, the suitability thereof for any activity or use; (ii) the condition of any improvements located thereon; (iii) the compliance of the Property with any laws, rules, ordinances or regulations of any government or other body. The conveyance of the Property as provided for herein is made on an "AS IS" basis, and by its acceptance of this Dedication Deed and in consideration of the conveyances by Grantor herein, Grantee acknowledges that, except as otherwise specifically stated in this Dedication Deed, **GRANTOR MAKES NO REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH WARRANTIES, TO THE FULLEST EXTENT PERMITTED BY LAW, ARE EXPRESSLY DISCLAIMED.**

TO HAVE AND TO HOLD the Property, subject to the Permitted Exceptions, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns forever; and Grantor does hereby bind itself, its successors and assigns, to **WARRANT AND FOREVER DEFEND** all and singular the Property, subject to the Permitted Exceptions, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise.

[signatures on following pages]

EXECUTED to be effective as of the 4 day of May, 2018 (the "Effective Date").

Grantor:

ALLIANCE NORTHPORT NO. 3, LTD.,
a Texas limited partnership

By: Hillwood Alliance Management II, LLC
a Texas limited liability company
its general partner

By: [Signature]
Name: L. Russell Laughlin
Title: Executive Vice President

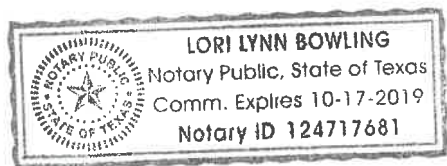
THE STATE OF TEXAS

COUNTY OF Tarrant

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This instrument was acknowledged before me on May 4, 2018, by L. Russell Laughlin, EVP of Hillwood Alliance Management II, LLC, a Texas limited liability company, in its capacity as general partner of Alliance Northport No. 3, Ltd., a Texas limited partnership, on behalf of said limited partnership.

[Signature]
Notary Public, State of Texas



ACCEPTED AS TO THE TERMS,
CONDITIONS AND RESERVATIONS
CONTAINED HEREIN:

Grantee:

THE TOWN OF NORTHLAKE, TEXAS

By: _____
Name: _____
Title: _____

ATTEST:

City Secretary

Approved as to Form and Legality:

City Attorney

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

This instrument was acknowledged before me on this ____ day of _____,
2018, by _____, _____ of the **Town
of Northlake, Texas.**

Notary Public, State of Texas

GRANTEE’S ADDRESS:

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

AFTER RECORDING, RETURN TO:

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

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

DESCRIPTION OF 0.571 ACRES OF LAND

BEING a tract of land situated in the B.B.B. & C.R.R. CO. Survey, Abstract Number 189, Denton County, Texas, and being a portion of that tract of land described by deed to Alliance Northport No. 3, LTD., recorded in Instrument Numbers 23296, 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 southwest corner of said Alliance Northport tract, being in the north right-of-way line of E. Sam Lee Lane (a 35 foot right-of-way dedication), Northport Addition, an addition to the City of Northlake, recorded in Instrument Number 2008-75982 and being the southeast corner of that tract of land described by deed to the Town of Northlake, recorded in Instrument Number 2006-154174, said Real Property Records;

THENCE N 00°40'47"W, 25.00 feet, departing said north right-of-way line, with the west line of said Alliance Northport tract, to a 5/8 inch iron rod with plastic cap stamped "Peloton" found, from which a 1/2 inch iron rod with plastic cap stamped "Grant" found, bears N 00°40'47"W, 1914.28 feet;

THENCE N 89°58'55"E, 994.57 feet, departing the west line of said Alliance Northport tract, to a 5/8 inch iron rod with plastic cap stamped "Peloton" found, in the east line of said Alliance Northport tract;

THENCE S 00°40'47"E, 25.00 feet, with said east line, to an "Xcut" found, in the north rightof-way line of E. Sam Lee Lane (a 35 foot right-of-way dedication), Northport Addition, an addition to the Town of Northlake, recorded in Instrument Number 2014-383, said County Records, from which the southeast corner of that tract of land described by deed to AIL Investment, LP, recorded in Instrument Number 2015-76968, bears N 89°58'55"E 658.35 feet;

THENCE S 89°58'55"W, 994.57 feet along said north right-of-way line, to the **Point of Beginning** and containing 24,863 square feet or 0.571 acres of land more or less.

Basis of Bearing is the Texas
Coordinate System North Central
Zone 4202, NAD 83
IRF = Iron Rod Found
IRS = Iron Rod Set

Hydro Conduit
of Texas, L.P.
Inst. # 2000-38178
R.P.R.D.C.T.

Town of Northlake
Dedication of
Right-of-way
Inst. # 2006-154174
R.P.R.D.C.T.

0.0.0. & C.R.R. CO. SURVEY
ABSTRACT NUMBER 189

ALLIANCE NORTHPORT NO.3, LTD.

INST. # 23296
R.P.R.D.C.T.

E. Sam Lee Lane

Point of
Beginning

Lot 11, Block 4
Northport Addition
Inst. # 2008-75982
R.P.R.D.C.T.

Lot 12, Block 4
Northport Addition
Inst. # 2014-383
R.P.R.D.C.T.

35' Right-of-Way Dedication
Northport Addition
Inst. # 2014-383
R.P.R.D.C.T.

Dale
Earnhardt
Way

LINE TABLE			
L1	N00°40'47"W	25.00'	
L2	S00°40'47"E	25.00'	

GRAPHIC SCALE IN FEET
Integral parts of this document
1. Description
2. Exhibit



Town of Northlake - Dedication Deed
(80' Right-of-Way)
Inst. # 2015-74193 R.P.R.D.C.T.



Right-of-Way Dedication

AN EXHIBIT OF A
SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY,
ABSTRACT NUMBER 189, IN THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

EXHIBIT "B"

EASEMENTS RESERVED

1. Grantor hereby reserves a non-exclusive, assignable, free easement:
 - (a) across and through all portions of the Property lying beneath the surface of the Property, to use such subterranean areas for any use that does not interfere with Grantee's use of the Property;
 - (b) across and through all air space 17.5 feet above the surface of the paved roadway installed on the Property, to use such air space for any use that does not interfere with Grantee's use of the Property; and
 - (c) over and across the surface of any portion of the Property not covered by pavement for the installation and maintenance of landscaping and an underground landscape irrigation system. Grantor or Grantor's successors and assigns, whichever entity installs any such landscaping or underground irrigation system, shall have the right and responsibility to keep such landscaping and irrigation system in good condition and repair. Grantee shall have no responsibility for any such maintenance. Grantee, at Grantor's (or Grantor's successors' or assigns', as applicable) expense, shall have the right to take such action as necessary to stop water from running on the Property from any leaks in the irrigation system that are not promptly repaired by Grantor or its successors and assigns.
2. The easements reserved in this Exhibit "B" are easements in gross for the benefit of Grantor and its successors and assigns.
3. Grantor or its successors and assigns shall make no use of the Property without Grantee's consent, which shall not be unreasonably withheld or delayed. Grantor or its successors and assigns shall restore or repair any damage to the Property resulting from such use by Grantor or its successors and assigns.
4. The person or entity (whether Grantor or a successor or assign of Grantor) exercising any right to install any landscaping or facilities pursuant to the easement reserved herein shall indemnify and hold Grantee harmless from and against any claims or damages (including court costs and reasonable attorneys' fees) resulting from the construction, installation, maintenance, use or existence of such landscaping or facilities except such claims or damages that result from the negligence of Grantee or its employees, agents or contractors. Notwithstanding the foregoing, Grantor shall not have any liability under this indemnity with respect to any landscaping or facilities installed by a successor or assign of Grantor or with respect to any landscaping or facilities assigned or conveyed by Grantor to a successor or assign after installation, provided that Grantor has given Grantee written notice of such conveyance or assignment, by certified mail return receipt requested, at Grantee's address set forth below. Any such successor or assign (of whom Grantee has been notified as provided above) shall be automatically deemed to have assumed this indemnity upon such conveyance or assignment and Grantor shall be deemed released therefrom. As a condition to the obligations under this indemnity, Grantee must give the indemnifying party prompt notice of any claim that may be covered by this indemnity, shall cooperate in the defense thereof, and shall not take any action, including, but not limited to, a settlement of the claim, that would adversely affect the defense of such claim without the prior written consent of the indemnifying party. The above provisions do not restrict in any way the right of Grantee to bring suit under or otherwise enforce this indemnity in accordance with its terms.

5. By its acceptance of this Dedication Deed, Grantee agrees to execute such further instruments confirming or evidencing the easements reserved in this Exhibit "B" as Grantor or its successors or assigns from time to time may reasonably request, including, but not limited to, any utility easement documents used by any utility company, although such execution is not necessary for the exercise of any rights under this easement.



Board of Adjustment

Item 7



**TOWN OF NORTHLAKE, TEXAS
BOARD OF ADJUSTMENT MEETING
THURSDAY, MAY 10, 2018 AT 5:30 PM
1400 FM 407-CHAMBER ROOM
NORTHLAKE, TEXAS**

1. Call to Order

Call meeting to order and announce a quorum is present by Chairman

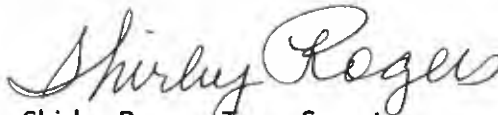
2. Agenda Item

Discuss, Consider and Act on the April 12, 2018 meeting minutes.

3. Adjournment

CERTIFICATE

I hereby certify that the above agenda was posted at the Town Hall of Town of Northlake, Texas, on Monday, May 7, 2018, by 5:00 pm pursuant to the Texas Government Code Chapter 551.


Shirley Rogers, Town Secretary



**TOWN OF NORTHLAKE, TEXAS
BOARD OF ADJUSTMENT MEETING MINUTES
THURSDAY, APRIL 12, 2018
1400 FM 407-CHAMBER ROOM
NORTHLAKE, TEXAS**

1. Call to Order

Chairman Peter Dewing called the meeting to order at 6:04 pm and announced a quorum was present

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

- 2. Public Hearing** (open 6:04 pm) –request for a variance to the minimum parking requirements for Warehousing/Distribution Center uses established in Article 10, Sec. 10.4 of the Unified Development Code for a 48.104-acre tract of land in the B.B.B. & C.R.R. Company Survey, Abstract No. 189, to be platted as Lot 1, Block A, Alliance Northport Addition, located on the north side of Sam Lee Lane approximately 1,900 feet east of Ashmore Lane and zoned Industrial (I). AIL Investment LP is the applicant. Alliance Northport No. 3, Ltd is the owner. Case # VR-18-001.

Resident Joel McGregor stated he was in favor of the variance

Resident Brian Montini stated he was in favor of the variance

Public Hearing (closed 6:08)

3. Agenda Item

Michael Ganz moved to approve the Variance Request 18-001 to reduce the minimum parking requirement for Warehousing/Distribution Center use to 1 space per 10,000 square feet of total floor area for Lot 1, Block A, Alliance Northport Addition, which is zoned Industrial (I). 2nd by Mike McBride

Vote: motion passed unanimous

For: Dewing, Young, McBride, Ganz, Sessions, Simpson

Against: None

- 4. Adjournment- Chairman Dewing adjourned the Board of Adjustment at 6:11 pm**



Passed and approved on this the 10th day of May, 2018

Northlake Board of Adjustment

Peter Dewing, Chairman



Regular Items

Agenda Item 8

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Preliminary Plat for Pecan Square Phase 1 (PP-17-008)

Purpose: To consider approval of a Preliminary Plat of Pecan Square Phase 1, a proposed development consisting of 638 single-family residential lots, 24 HOA/open space lots, and 1 gas well lot on a 167.323-acre tract of land out of the F.W. Thornton Survey, Abstract No. 1244, and the A. McDonald Survey, Abstract No. 785, generally located on the south side of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owners: HP Gibbs, LP & Pecan Square Phase 1, LLC

Applicant/Developer: Hillwood Communities

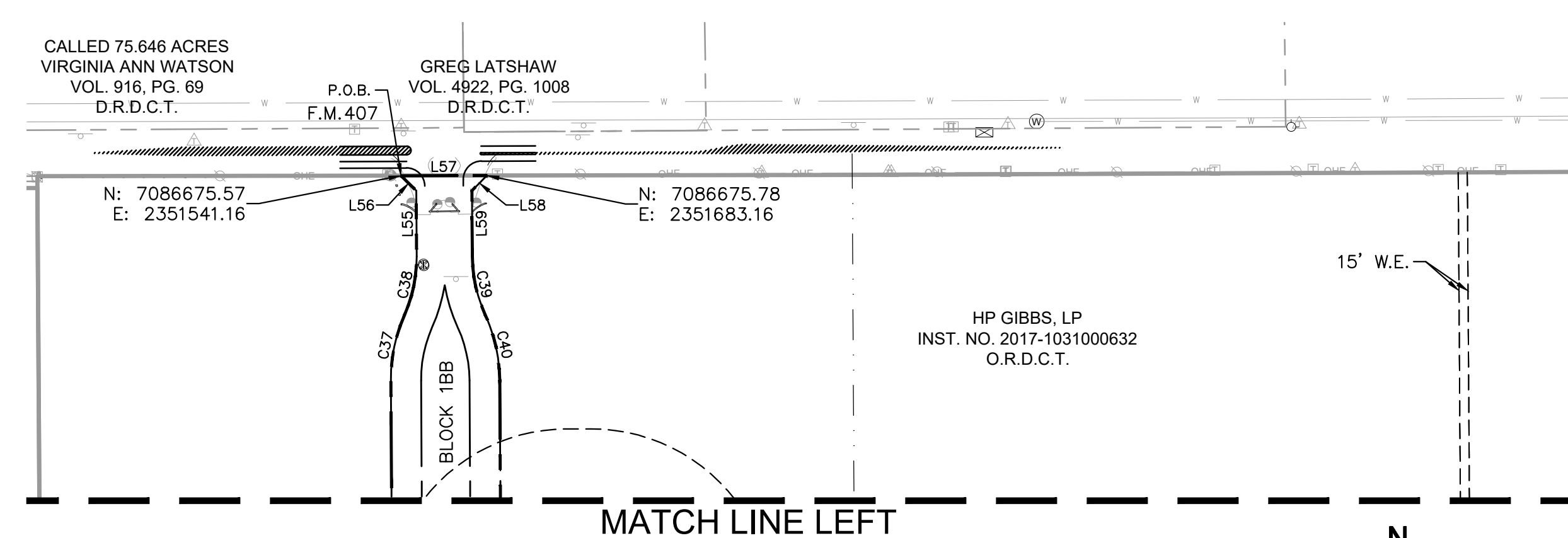
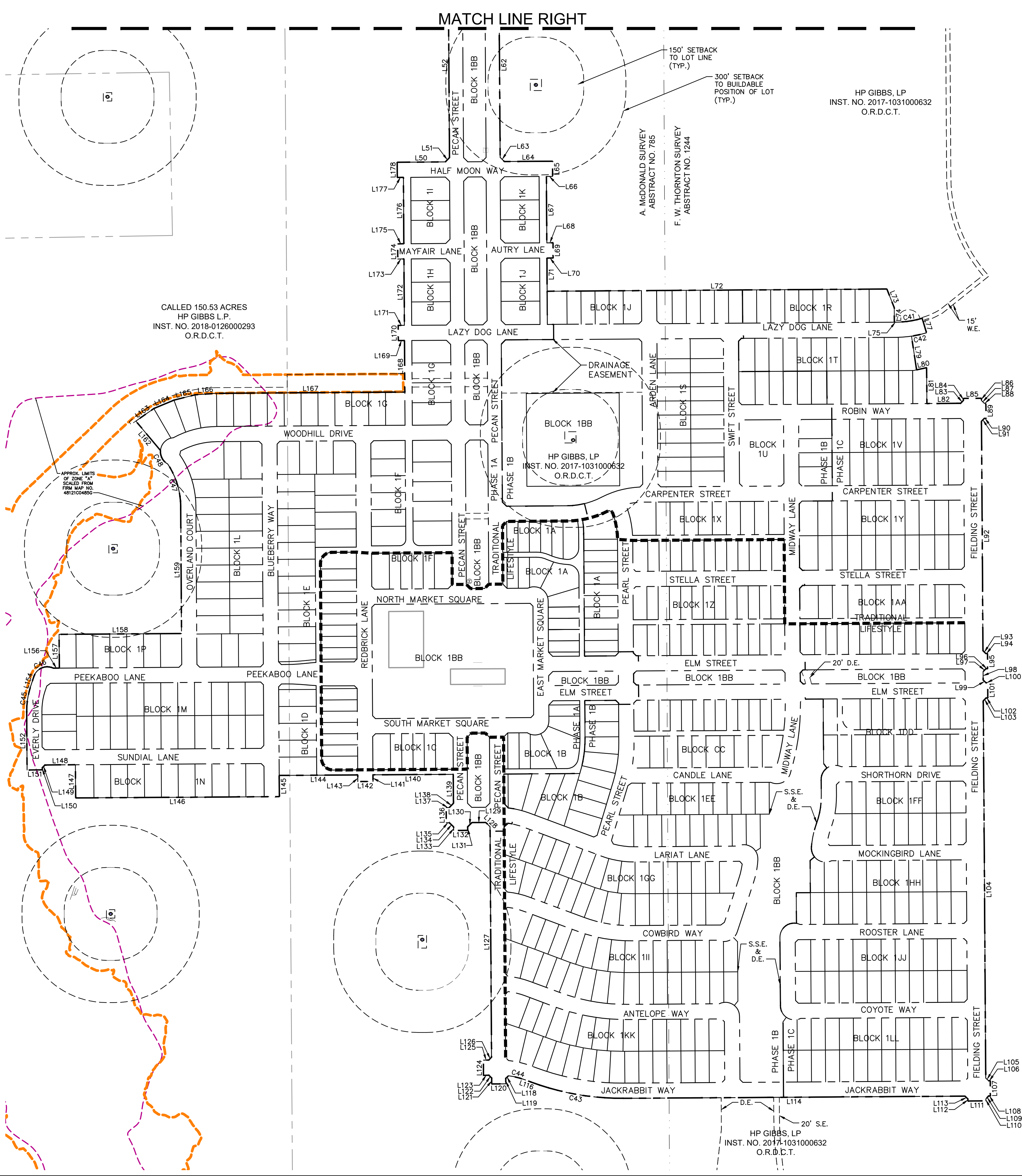
Engineer/Surveyor: Kimley-Horn & Associates

Background: This preliminary plat is for the initial phase or phases of the Pecan Square development which may be divided into three sub-phases, Phases 1A, 1B & 1C, as shown on the preliminary plat. The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements the Unified Development Code (UDC). The preliminary plat is comprised of 663 total lots with 638 single-family residential lots, 24 HOA/open space lots, and 1 gas well lot. The "HOA/open space lots" are lots dedicated for open spaces and amenities, and the "gas well lot" is the location of an existing gas well pad site.

The preliminary plat meets all zoning standards outlined in the MPD. Preliminary plans for storm drainage, water, sanitary sewer, and paving were also submitted with the preliminary plat for review. Staff has reviewed these plans and finds them acceptable for approval.

Staff Findings: Staff finds the preliminary plat meets all applicable Town requirements.



LINE TABLE		
LINE	LENGTH	BEARING
L50	171.00	N89°37'53"E
L51	21.21	N44°37'53"E
L52	658.16	N0°22'07"W
L55	108.70	N0°22'07"W
L56	35.44	N45°13'34"W
L57	142.00	N89°55'00"
L58	35.27	S44°46'26"W
L59	108.24	S0°22'07"E
L62	658.16	S0°22'07"E
L63	21.21	S45°22'07"E
L64	171.00	N89°37'53"E
L65	54.00	S0°22'07"E
L66	22.00	S89°37'53"W
L67	236.00	S0°22'07"E
L68	22.00	N89°37'53"E
L69	54.00	S0°22'07"E
L70	22.00	S89°37'53"W
L71	118.00	S0°22'07"E
L72	1207.33	N89°37'53"E
L73	70.90	S21°40'13"E
L74	51.95	S0°22'07"E
L75	6.62	N89°37'53"E
L77	54.00	S16°48'44"E
L79	120.98	S8°33'18"E
L80	36.63	N77°52'02"E
L81	127.60	S0°22'07"E
L82	119.69	N89°37'53"E
L83	14.14	N44°37'53"E
L84	7.50	N0°22'07"W
L85	64.00	N89°37'53"E
L86	7.50	S0°22'07"E
L87	14.14	S45°22'07"E
L88	6.00	N89°37'53"E
L89	54.00	S0°22'07"E
L90	6.00	S89°37'53"W
L91	14.14	S44°37'53"W
L92	816.00	S0°22'07"E
L93	14.14	S45°22'07"E
L94	6.00	N89°37'53"E
L95	54.00	S0°22'07"E
L96	6.00	S89°37'53"W
L97	14.14	S44°37'53"W
L98	30.00	S0°22'07"E
L99	14.14	S45°22'07"E
L100	6.00	N89°37'53"E

LINE TABLE		
LINE	LENGTH	BEARING
L101	54.00	S0°22'07"E
L102	6.00	S89°37'53"W
L103	14.14	S44°37'53"W
L104	1341.00	S0°22'07"E
L105	14.14	S45°22'07"E
L106	6.00	N89°37'53"E
L107	54.00	S0°22'07"E
L108	6.00	S89°37'53"W
L109	14.14	S44°37'53"W
L110	7.50	S0°22'07"E
L111	64.00	S89°37'53"W
L112	7.50	N0°22'07"W
L113	14.14	N45°22'07"W
L114	1213.79	S89°37'53"W
L116	19.57	N69°34'09"W
L118	13.38	S48°00'08"W
L119	19.72	S0°22'07"E
L120	50.00	S89°37'53"W
L121	21.06	N0°22'07"W
L122	14.14	N45°22'07"W
L123	18.96	S89°37'53"W
L124	54.00	N0°05'42"W
L125	18.70	N89°37'53"E
L126	14.14	N44°37'53"E
L127	819.56	N0°22'07"W
L128	21.21	N45°22'07"W
L129	49.50	S89°37'53"W
L130	21.21	S44°37'53"W
L131	12.50	S0°22'07"E
L132	50.00	S89°37'53"W
L133	12.50	N0°22'07"W
L134	21.21	N45°22'07"W
L135	11.00	S89°37'53"W
L136	54.00	N0°22'07"W
L137	11.00	N89°37'53"E
L138	21.21	N44°37'53"E
L139	103.00	N0°22'07"W
L140	285.40	S89°37'53"W
L141	23.50	S0°22'07"E
L142	54.00	S89°37'53"W
L143	23.50	N0°22'07"W
L144	279.12	S89°37'53"W
L145	75.33	S0°22'07"E
L146	724.00	S89°37'53"W
L147	118.00	N0°22'07"W

LINE TABLE		
LINE	LENGTH	BEARING
L148	108.00	S89°37'53"W
L149	14.14	S44°37'53"W
L150	7.50	S0°22'07"E
L151	54.00	S89°37'53"W
L152	207.98	N0°22'07"W
L154	38.97	N17°59'58"E
L156	21.36	N89°37'53"E
L157	120.00	N0°22'07"W
L158	435.00	N89°37'53"E
L159	452.86	N0°22'07"W
L162	136.45	N39°55'23"W
L163	77.82	N55°01'16"E
L164	77.60	N67°23'18"E
L165	77.13	N75°51'14"E
L166	76.87	N85°55'17"E
L167	669.00	N89°37'53"E
L168	183.28	N0°22'07"W
L169	22.00	S89°37'53"W
L170	54.00	N0°22'07"W
L171	22.00	N89°37'53"E
L172	236.00	N0°22'07"W
L173	22.00	S89°37'53"W
L174	54.00	N0°22'07"W
L175	22.00	N89°37'53"E
L176	236.00	N0°22'07"W
L177	22.00	S89°37'53"W
L178	54.00	N0°22'07"W

- 1) GAS WELL LOCATION REQUIREMENTS SHOW A 150' MINIMUM RADIUS DISTANCE TO A PROPERTY LINE AND A 300' MINIMUM RADIUS DISTANCE TO A BUILDABLE PORTION OF A LOT.
- 2) MINIMUM LOT WIDTH IS MEASURED AT THE BUILDING LINE.

APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE

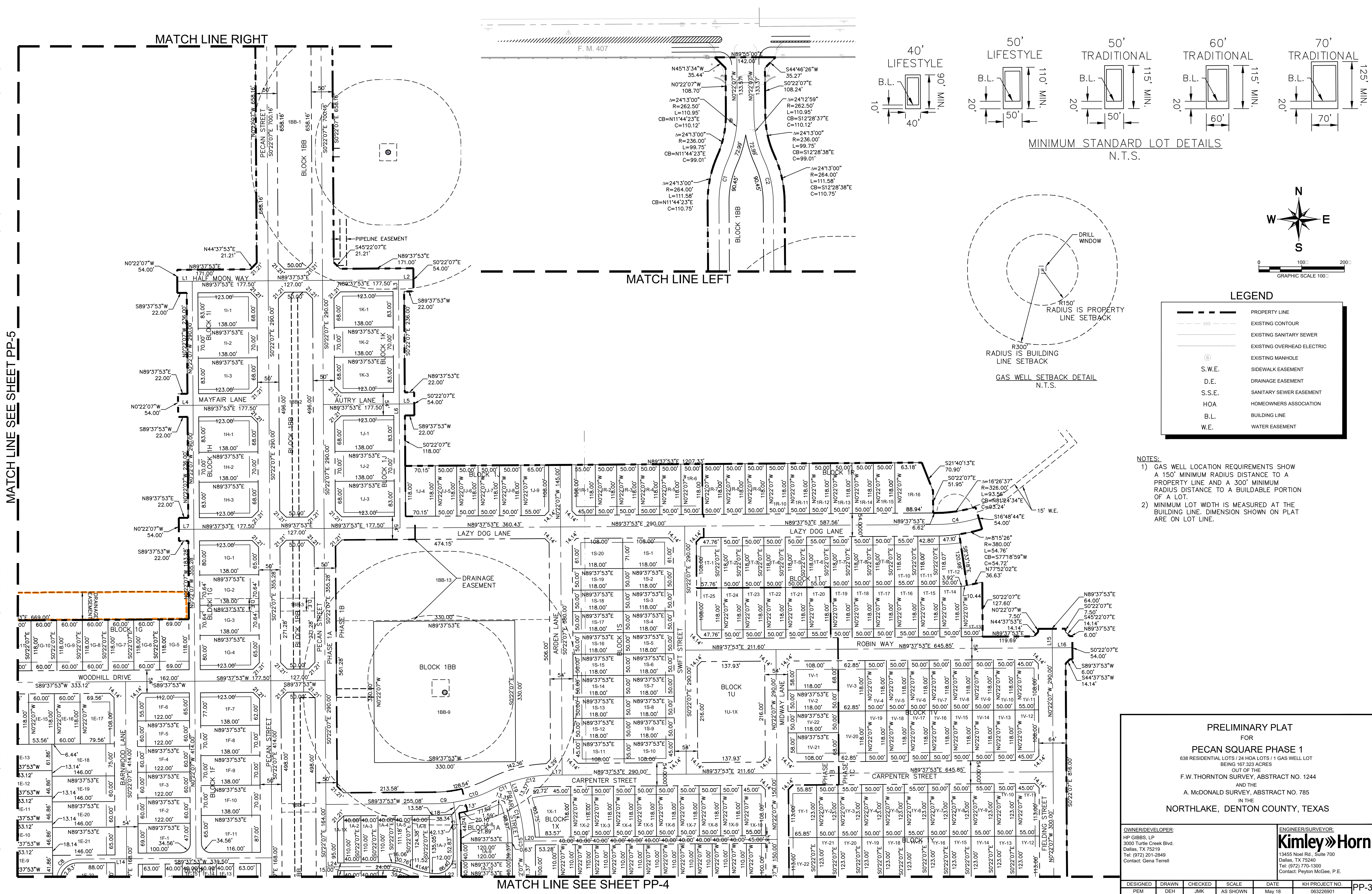
PRELIMINARY PLAT
FOR
PECAN SQUARE PHASE 1
638 RESIDENTIAL LOTS / 24 HOA LOTS / 1 GAS WELL LOT
BEING 167.323 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
HP GIBBS, LP
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (972) 201-2849
Contact: Gena Terrell

ENGINEER/SURVEYOR:
Kimley»Horn
13455 Noel Rd., Suite 700
Dallas, TX 75240
Tel: (972) 770-1300
Contact: Peyton McGee, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-1
PEM	DEH	JMK	AS SHOWN	May 18	063226901	

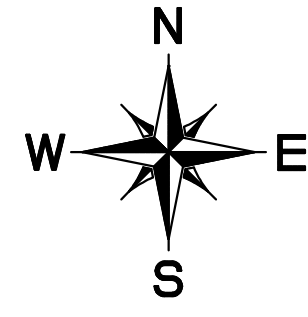
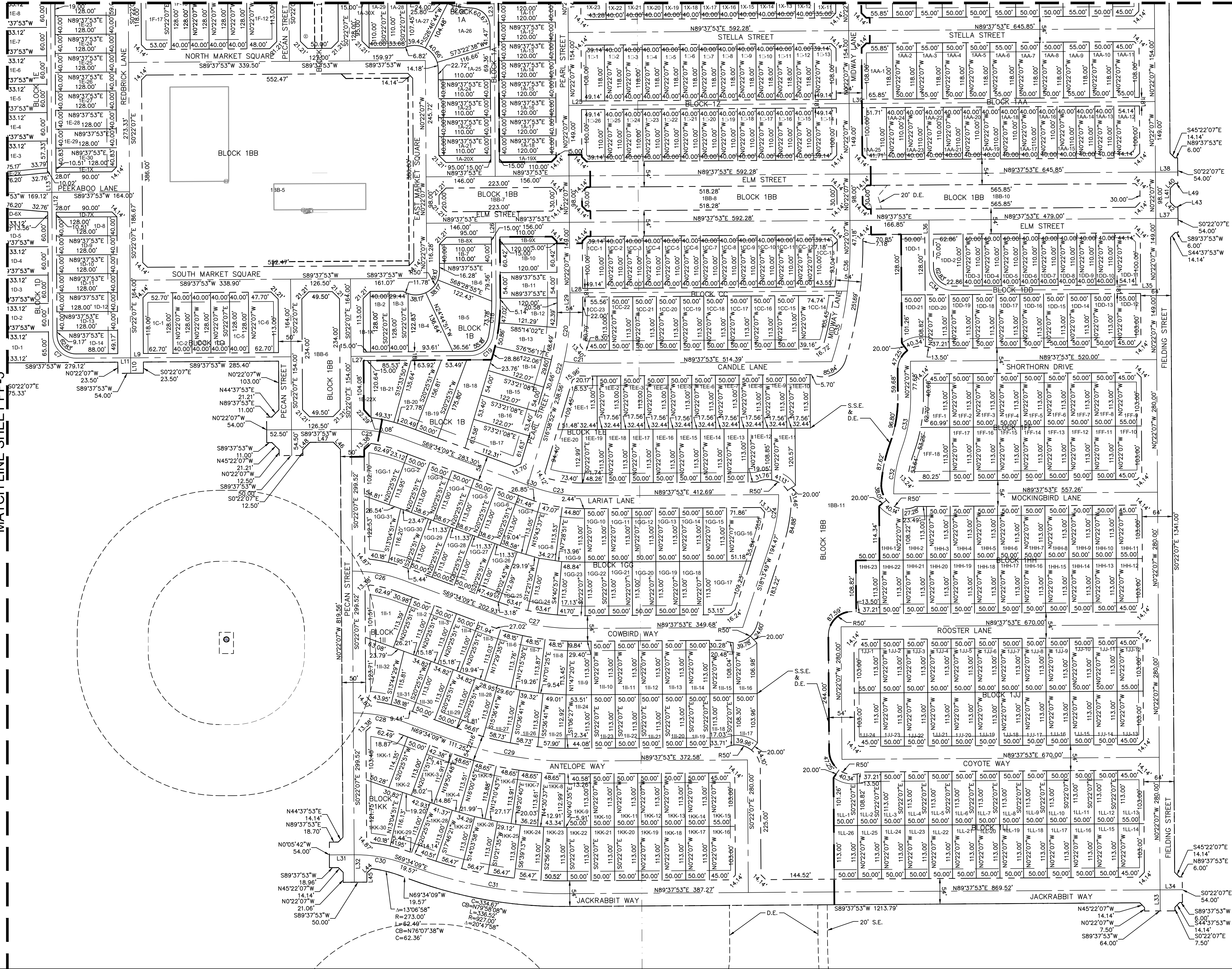
PLOTTED BY: MCEE, PENTON 5/28/18 4:57 PM
DRAWN BY: DEH 5/28/18 5:00 PM
LAST SAVED: 5/28/18 5:07 PM
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MATCH LINE SHEET PP-5

MATCH LINE SHEET PP-3



GRAPHIC SCALE 100

LEGEND

Legend:

- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING MANHOLE
- SIDEWALK EASEMENT
- DRAINAGE EASEMENT
- SANITARY SEWER EASEMENT
- HOMEOWNERS ASSOCIATION
- BUILDING LINE
- WATER EASEMENT

NOTES:

- 1) GAS WELL LOCATION REQUIREMENTS SHOW A 150' MINIMUM RADIUS DISTANCE TO A PROPERTY LINE AND A 300' MINIMUM RADIUS DISTANCE TO A BUILDABLE PORTION OF A LOT.
- 2) MINIMUM LOT WIDTH IS MEASURED AT THE BUILDING LINE.

PRELIMINARY PLAT

FOR

638 RESIDENTIAL LOTS / 24 HOA LOTS / 1 GAS WELL LOT
BEING 167.323 ACRES

F.W. THORNTON SURVEY, ABSTRACT NO. 1244

AND THE

A. McDONALD SURVEY, ABSTRACT NO. 785

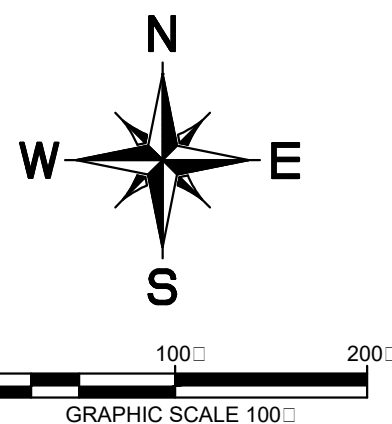
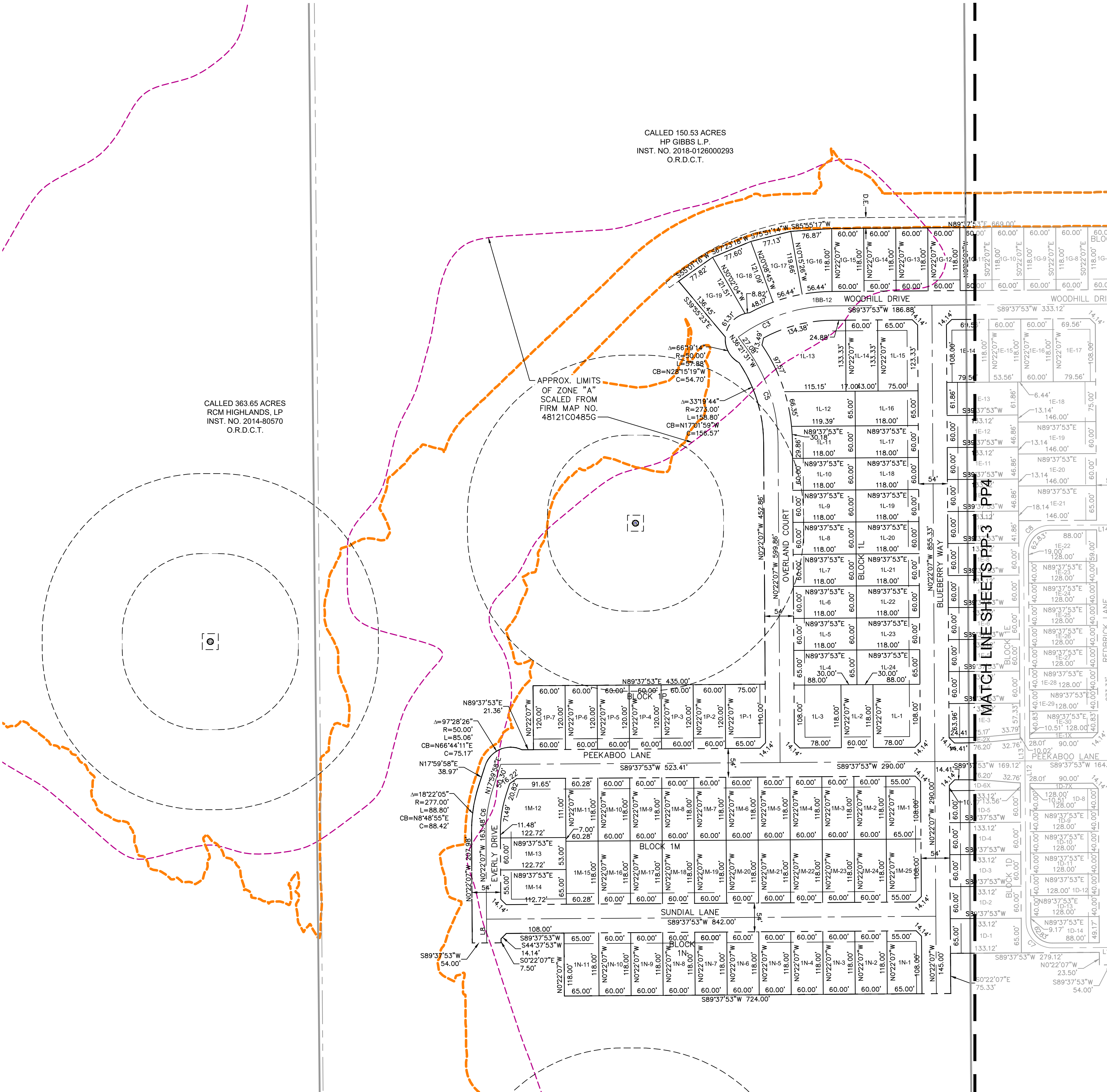
NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER
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Dallas, TX 75240
Tel: (972) 770-1300
Contact: Peyton McGee, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.
PEM	DEH	JMK	AS SHOWN	May 18	063226901

PLOTTED BY: MCGEE, PEYTON 5/7/2018 4:58 PM
 LAST SAVED: 5/20/18 5:57 PM
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LEGEND

	PROPERTY LINE
	EXISTING CONTOUR
	EXISTING SANITARY SEWER
	EXISTING OVERHEAD ELECTRIC
	EXISTING MANHOLE
	SIDEWALK EASEMENT
	DRAINAGE EASEMENT
	SANITARY SEWER EASEMENT
	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	WATER EASEMENT

- NOTES:
- 1) GAS WELL LOCATION REQUIREMENTS SHOW A 150' MINIMUM RADIUS DISTANCE TO A PROPERTY LINE AND A 300' MINIMUM RADIUS DISTANCE TO A BUILDABLE PORTION OF A LOT.
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PRELIMINARY PLAT

FOR

PECAN SQUARE PHASE 1

638 RESIDENTIAL LOTS / 24 HOA LOTS / 1 GAS WELL LOT
BEING 167.323 ACRES
OUT OF THE

F.W. THORNTON SURVEY, ABSTRACT NO. 1244

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Contact: Peyton McGee, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-5
PEM	DEH	JMK	AS SHOWN	May 18	063226901	

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1A--1X	1537	0.035
1A--2	4400	0.101
1A--3	4400	0.101
1A--4	4406	0.101
1A--5	4670	0.107
1A--6	5220	0.120
1A--7	7207	0.165
1A--8	9998	0.230
1A--9	4800	0.110
1A--10	4800	0.110
1A--11	4800	0.110
1A--12	4800	0.110
1A--13	4800	0.110
1A--14	4800	0.110
1A--15	4800	0.110
1A--16	4800	0.110
1A--17	4800	0.110
1A--18	4800	0.110
1A--19X	1750	0.040
1A--20X	1537	0.035
1A--21	4400	0.101
1A--22	4400	0.101
1A--23	4400	0.101
1A--24	4400	0.101
1A--25	5876	0.135
1A--26	11403	0.262
1A--27	6706	0.154
1A--28	4391	0.101
1A--29	4400	0.101
1A--30X	1537	0.035
1AA--1	7720	0.177
1AA--2	5900	0.135
1AA--3	6490	0.149
1AA--4	5900	0.135
1AA--5	5900	0.135
1AA--6	6490	0.149
1AA--7	5900	0.135
1AA--8	5900	0.135
1AA--9	6490	0.149
1AA--10	5900	0.135
1AA--11	6440	0.148
1AA--12	5906	0.136
1AA--13	4400	0.101
1AA--14	4400	0.101
1AA--15	4400	0.101
1AA--16	4400	0.101
1AA--17	4400	0.101
1AA--18	4400	0.101
1AA--19	4400	0.101
1AA--20	4400	0.101
1AA--21	4400	0.101
1AA--22	4400	0.101
1AA--23	4400	0.101
1AA--24	4400	0.101
1AA--25	5638	0.129
1B--1X	1808	0.041
1B--2	5120	0.118
1B--3	5090	0.117
1B--4	8021	0.184
1B--5	13831	0.318
1B--6	6456	0.148
1B--7	4400	0.101
1B--8X	1538	0.035
1B--9X	1750	0.040
1B--10	7250	0.166
1B--11	6480	0.149
1B--12	6939	0.159
1B--13	7265	0.167
1B--14	6890	0.158
1B--15	6592	0.151
1B--16	6518	0.150
1B--17	8204	0.188
1B--18	10276	0.236
1B--19	8315	0.191
1B--20	7935	0.182
1B--21	8459	0.194
1B--22X	1686	0.039
1BB--1	60817	1.396
1BB--2	41630	0.956
1BB--3	23653	0.543
1BB--4	41790	0.959
1BB--5	232223	5.331
1BB--6	20538	0.471

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1BB--7	12075	0.277
1BB--8	26714	0.613
1BB--9	108900	2.500
1BB--10	29092	0.668
1BB--11	210299	4.828
1BB--12	2223769	51.051
1BB--13	176858	4.060
1C--1	7976	0.183
1C--2	5120	0.118
1C--3	5120	0.118
1C--4	5120	0.118
1C--5	5120	0.118
1C--6	7913	0.182
1CC--1	5356	0.123
1CC--2	4400	0.101
1CC--3	4400	0.101
1CC--4	4400	0.101
1CC--5	4400	0.101
1CC--6	4400	0.101
1CC--7	4400	0.101
1CC--8	4400	0.101
1CC--9	4400	0.101
1CC--10	4400	0.101
1CC--11	4400	0.101
1CC--12	4400	0.101
1CC--13	5183	0.119
1CC--14	7144	0.164
1CC--15	5650	0.130
1CC--16	5650	0.130
1CC--17	5650	0.130
1CC--18	5650	0.130
1CC--19	5650	0.130
1CC--20	5650	0.130
1CC--21	5650	0.130
1CC--22	5650	0.130
1CC--23	6461	0.148
1D--1	8653	0.199
1D--2	7987	0.183
1D--3	6237	0.143
1D--4	7987	0.183
1D--5	7987	0.183
1D--6X	2360	0.054
1D--7X	1235	0.028
1D--8	5120	0.118
1D--9	5120	0.118
1D--10	5120	0.118
1D--11	5120	0.118
1D--12	5120	0.118
1D--13	5120	0.118
1D--14	5951	0.137
1DD--1	6400	0.147
1DD--2	6571	0.151
1DD--3	4400	0.101
1DD--4	4400	0.101
1DD--5	4400	0.101
1DD--6	4400	0.101
1DD--7	4400	0.101
1DD--8	4400	0.101
1DD--9	4400	0.101
1DD--10	4400	0.101
1DD--11	5906	0.136
1DD--12	6165	0.142
1DD--13	5650	0.130
1DD--14	5650	0.130
1DD--15	5650	0.130
1DD--16	5650	0.130
1DD--17	5650	0.130
1DD--18	5650	0.130
1DD--19	5650	0.130
1DD--20	5619	0.129
1DD--21	5507	0.126
1E--1X	1235	0.028
1E--2X	1288	0.030
1E--3	8237	0.189
1E--4	7987	0.183
1E--5	7987	0.183
1E--6	7987	0.183
1E--7	7987	0.183
1E--8	7987	0.183
1E--9	7987	0.183
1E--10	7987	0.183
1E--11	7987	0.183
1E--12	7987	0.183

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1E--13	8235	0.189
1E--14	9338	0.214
1E--15	7080	0.163
1E--16	7080	0.163
1E--17	9338	0.214
1E--18	10950	0.251
1E--19	8760	0.201
1E--20	8760	0.201
1E--21	9490	0.218
1E--22	7209	0.165
1E--23	5120	0.118
1E--24	5120	0.118
1E--25	5120	0.118
1E--26	5120	0.118
1E--27	5120	0.118
1E--28	5120	0.118
1E--29	5120	0.118
1E--30	5226	0.120
1EE--1	7493	0.172
1EE--2	5650	0.130
1EE--3	5650	0.130
1EE--4	5650	0.130
1EE--5	5650	0.130
1EE--6	5650	0.130
1EE--7	5650	0.130
1EE--8	5650	0.130
1EE--9	5650	0.130
1EE--10	5650	0.130
1EE--11	5990	0.138
1EE--12	5533	0.127
1EE--13	5650	0.130
1EE--14	5650	0.130
1EE--15	5650	0.130
1EE--16	5650	0.130
1EE--17	5650	0.130
1EE--18	5650	0.130
1EE--19	5650	0.130
1EE--20	7330	0.168
1F--1	8314	0.191
1F--2	7320	0.168
1F--3	7320	0.168
1F--4	7320	0.168
1F--5	7320	0.168
1F--6	7880	0.181
1F--7	10513	0.241
1F--8	9660	0.222
1F--9	9660	0.222
1F--10	9660	0.222
1F--11	11902	0.273
1F--12	7952	0.183
1F--13	5120	0.118
1F--14	11342	0.260
1F--15	5120	0.118
1F--16	5120	0.118
1F--17	8014	0.184
1FF--1	6289	0.144
1FF--2	5650	0.130
1FF--3	5650	0.130
1FF--4	5650	0.130
1FF--5	5650	0.130
1FF--6	5650	0.130
1FF--7	5650	0.130
1FF--8	5650	0.130
1FF--9	6165	0.142
1FF--10	6165	0.142
1FF--11	5650	0.130
1FF--12	5650	0.130
1FF--13	5650	0.130
1FF--14	5650	0.130
1FF--15	5650	0.130
1FF--16	5650	0.130
1FF--17	5650	0.130
1FF--18	8604	0.198
1G--1	5650	0.129
1G--2	9749	0.224
1G--3	9749	0.224
1G--4	10927	0.251
1G--5	8142	0.187
1G--6	7080	0.163
1G--7	7080	0.163
1G--8	7080	0.163
1G--9	7080	0.163
1G--10	7080	0.163

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1G--11	7080	0.163
1G--12	7080	0.163
1G--13	7080	0.163
1G--14	7080	0.163
1G--15	7080	0.163
1G--16	7840	0.180
1G--17	7958	0.183
1G--18	8130	0.187
1G--19	8220	0.189
1G--20	8488	0.195
1GG--2	5674	0.130
1GG--3	5650	0.130
1GG--4	5650	0.130
1GG--5	5650	0.130
1GG--6	5650	0.130
1GG--7	5989	0.137
1GG--8	6274	0.144
1GG--9	6226	0.143
1GG--10	5650	0.130
1GG--11	5650	0.130
1GG--12	5650	0.130
1GG--13	5650	0.130
1GG--14	5650	0.130
1GG--15	5650	0.130
1GG--16	7733	0.178
1GG--17	9237	0.212
1GG--18	5650	0.130
1GG--19	5650	0.130
1GG--20	5650	0.130
1GG--21	5650	0.130
1GG--22	5650	0.130
1GG--23	6104	0.140
1GG--24	6336	0.145
1GG--25	6336	0.145
1GG--26	5683	0.130
1GG--27	5650	0.130
1GG--28	5650	0.130
1GG--29	5650	0.130
1GG--30	6237	0.143
1GG--31	7901	0.181
1H--1	11341	0.260
1H--2	9660	0.222
1H--3	11341	0.260
1HH--1	5819	0.134
1HH--2	5553	0.127
1HH--3	5650	0.130
1HH--4	5650	0.130
1HH--5	5650	0.130
1HH--6	5650	0.130
1HH--7	5650	0.130
1HH--8	5650	0.130
1HH--9	5650	0.130
1HH--10	5650	0.130
1HH--11	6165	0.142
1HH--12	6165	0.142
1HH--13	5650	0.130
1HH--14	5650	0.130
1HH--15	5650	0.130
1HH--16	5650	0.130
1HH--17	5650	0.130
1HH--18	5650	0.130
1HH--19	5650	0.130
1HH--20	5650	0.130
1HH--21	5650	0.130
1HH--22	5650	0.130
1HH--23	5619	0.129
1I--1	11342	0.260
1I--2	9660	0.222
1I--3	11341	0.260
1I--4	5650	0.130
1I--5	5650	0.130
1I--6	6058	0.139
1I--7	6079	0.140
1I--8	6057	0.139
1I--9	5808	0.133
1I--10	5650	0.130
1I--11	5650	0.130
1I--12	5650	0.130
1I--13	5650	0.130
1I--14	5650	0.130

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1II-15	5587	0.128
1II-16	5631	0.129
1II-17	5562	0.128
1II-18	5604	0.129
1II-19	5650	0.130
1II-20	5650	0.130
1II-21	5650	0.130
1II-22	5650	0.130
1II-23	5650	0.130
1II-24	6210	0.143
1II-25	6057	0.139
1II-26	6097	0.140
1II-27	6097	0.140
1II-28	6081	0.140
1II-29	5650	0.130
1II-30	5650	0.130
1II-31	6175	0.142
1II-32	8469	0.194
1J-1	11342	0.260
1J-2	9660	0.222
1J-3	11341	0.260
1J-4	8278	0.190
1J-5	5900	0.135
1J-6	5900	0.135
1J-7	5900	0.135
1J-8	5900	0.135
1J-9	7620	0.175
1JJ-1	6165	0.142
1JJ-2	5650	0.130
1JJ-3	5650	0.130
1JJ-4	5650	0.130
1JJ-5	5650	0.130
1JJ-6	5650	0.130
1JJ-7	5650	0.130
1JJ-8	5650	0.130
1JJ-9	5650	0.130
1JJ-10	5650	0.130
1JJ-11	5650	0.130
1JJ-12	6165	0.142
1JJ-13	6165	0.142
1JJ-14	5650	0.130
1JJ-15	5650	0.130
1JJ-16	5650	0.130
1JJ-17	5650	0.130
1JJ-18	5650	0.130
1JJ-19	5650	0.130
1JJ-20	5650	0.130
1JJ-21	5650	0.130
1JJ-22	5650	0.130
1JJ-23	5650	0.130
1JJ-24	6165	0.142
1K-1	11342	0.260
1K-2	9660	0.222
1K-3	11341	0.260
1KK-1	8030	0.184
1KK-2	5684	0.130
1KK-3	5692	0.131
1KK-4	5938	0.136
1KK-5	5970	0.137
1KK-6	5983	0.137
1KK-7	5973	0.137
1KK-8	5942	0.136
1KK-9	6201	0.142
1KK-10	5650	0.130
1KK-11	5650	0.130
1KK-12	5650	0.130
1KK-13	5650	0.130
1KK-14	5650	0.130
1KK-15	6165	0.142
1KK-16	6165	0.142
1KK-17	5650	0.130
1KK-18	5650	0.130
1KK-19	5650	0.130
1KK-20	5650	0.130
1KK-21	5650	0.130
1KK-22	5650	0.130
1KK-23	5948	0.137
1KK-24	5981	0.137
1KK-25	5981	0.137
1KK-26	5981	0.137
1KK-27	5981	0.137
1KK-28	5889	0.135
1KK-29	6237	0.143

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Preliminary Plat for Harvest Phase 4B, 5 & 8 (PP-17-009)

Purpose: To consider approval of a Preliminary Plat of Harvest Phase 4B, 5 & 8, a proposed development consisting of 460 single-family residential lots, 13 non-residential/open space lots, and 1 commercial lot for a school within the extraterritorial jurisdiction of the Town of Northlake on a 133.701-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of Old Justin Road between Cleveland-Gibbs Road and Harvest Way.

Owner/Applicant/Developer: Belmont 407, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Background: This plat is for the next few phases and a future phase of Harvest. It will complete preliminary platting for the far north portion of the Harvest development located north of Old Justin Road and east of Cleveland-Gibbs Road. The development of this preliminary plat is subject to the Harvest Development Agreement approved by Town Council on September 27, 2012.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The preliminary plat is comprised of 474 total lots with 460 single-family residential lots, 13 non-residential/open space lots, and 1 commercial lot. The “nonresidential/open space lots” are lots dedicated for open spaces and amenities, and the “commercial lot” is the site of a planned Argyle ISD elementary school set to begin construction soon and open by the 2019 school year.

The entire area of this preliminary plat is within Zone 3 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions. A preliminary drainage plan and a preliminary water and sanitary sewer plan were also submitted with the preliminary plat for review. Staff has reviewed these plans and finds them acceptable for approval.

Staff Findings: Staff finds the preliminary plat meets all applicable Town requirements.

LINE	BEARING	DISTANCE
L1	S 00°23'28" E	54.00'
L2	S 89°36'32" W	100.51'
L3	S 44°36'32" W	14.14'
L4	S 89°36'32" W	60.00'
L5	S 44°36'32" W	14.14'
L6	S 89°36'32" W	120.00'
L7	S 89°36'32" W	93.07'
L8	N 00°03'00" E	33.00'
L9	N 89°57'00" W	74.97'
L10	N 89°36'32" E	23.00'
L11	S 45°23'28" E	14.14'
L12	N 44°36'32" E	14.14'
L13	N 46°52'07" W	14.50'
L14	S 42°52'28" W	13.71'
L15	S 45°06'59" E	14.21'
L16	N 44°53'01" E	14.07'
L17	N 89°36'32" E	23.00'
L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'28" E	11.12'
L26	N 44°50'30" W	14.14'
L27	S 45°09'30" W	14.14'
L28	N 44°50'30" W	14.14'
L29	S 45°09'30" W	14.14'
L30	S 44°51'57" E	35.37'
L31	N 45°08'03" E	35.34'
L32	N 44°51'57" W	35.37'
L33	S 44°50'30" E	14.14'
L34	N 45°09'30" E	14.14'
L35	N 44°50'30" W	14.14'
L36	S 45°09'30" W	14.14'
L37	S 44°50'30" E	14.14'
L38	N 45°09'30" E	14.14'
L39	S 45°09'30" W	14.14'
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L51	S 45°09'30" W	14.14'
L52	S 44°50'30" E	14.14'
L53	S 45°09'30" W	14.14'
L54	N 46°26'21" W	13.74'
L55	N 43°43'29" E	14.49'
L56	S 45°54'06" E	13.88'
L57	S 44°12'25" W	14.38'
L58	N 44°50'30" W	14.14'
L59	N 45°09'30" E	14.14'
L60	N 44°50'30" W	14.14'
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L63	N 45°09'30" E	14.14'
L64	S 45°09'30" W	14.14'
L65	N 44°50'30" W	14.14'
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L67	S 45°09'30" W	14.14'
L68	N 44°50'30" W	14.14'
L69	N 45°09'30" E	14.14'
L70	N 44°50'30" W	14.14'

LINE	BEARING	DISTANCE
L71	S 44°51'29" W	14.07'
L72	S 45°08'31" E	14.22'
L73	N 40°25'34" E	15.26'
L74	S 48°09'43" E	13.30'
L75	S 41°03'53" W	14.84'
L76	N 50°02'09" W	13.17'
L77	S 52°04'30" E	13.66'
L78	S 37°50'00" W	14.72'
L79	N 50°29'37" W	13.97'
L80	N 89°50'30" E	14.33'
L81	S 45°08'31" E	14.22'
L82	S 44°51'29" W	14.07'
L83	S 45°08'31" E	14.22'
L84	S 44°51'29" W	14.07'
L85	N 44°50'30" W	14.14'
L86	S 45°09'30" W	14.14'
L87	N 48°26'08" W	13.23'
L88	S 40°43'02" W	15.19'
L89	N 40°59'11" E	14.96'
L90	S 49°32'41" E	13.19'
L91	N 45°09'30" E	14.14'
L92	N 44°50'30" W	14.14'
L93	S 45°09'30" W	14.14'
L94	S 44°50'30" E	14.14'
L95	N 45°09'30" E	14.14'
L96	S 44°50'30" E	14.14'
L97	N 45°09'30" E	14.14'
L98	S 44°50'30" E	14.14'
L99	N 44°50'30" W	14.14'
L100	S 45°09'30" W	14.14'
L101	N 45°08'03" E	35.34'
L102	N 45°27'36" W	35.73'
L103	S 45°09'30" W	14.14'
L104	S 44°50'30" E	14.14'
L105	N 45°09'30" E	14.14'
L106	N 44°50'30" W	14.14'
L107	S 44°50'30" E	14.14'
L108	N 45°09'30" E	14.14'
L109	S 45°09'30" W	14.14'
L110	S 44°50'30" E	14.14'
L111	N 44°50'30" W	14.14'
L112	N 44°50'30" W	14.14'
L113	S 44°50'30" E	14.14'
L114	S 45°09'30" W	14.14'
L115	S 44°50'30" E	14.14'
L116	N 45°09'30" E	14.14'
L117	S 44°50'30" E	14.14'
L118	N 45°09'30" E	14.14'
L119	N 44°50'30" W	14.14'
L120	N 45°09'30" E	14.14'
L121	S 44°50'30" E	14.14'
L122	S 45°09'30" W	14.14'
L123	S 35°33'09" E	13.89'
L124	N 59°28'17" E	12.98'

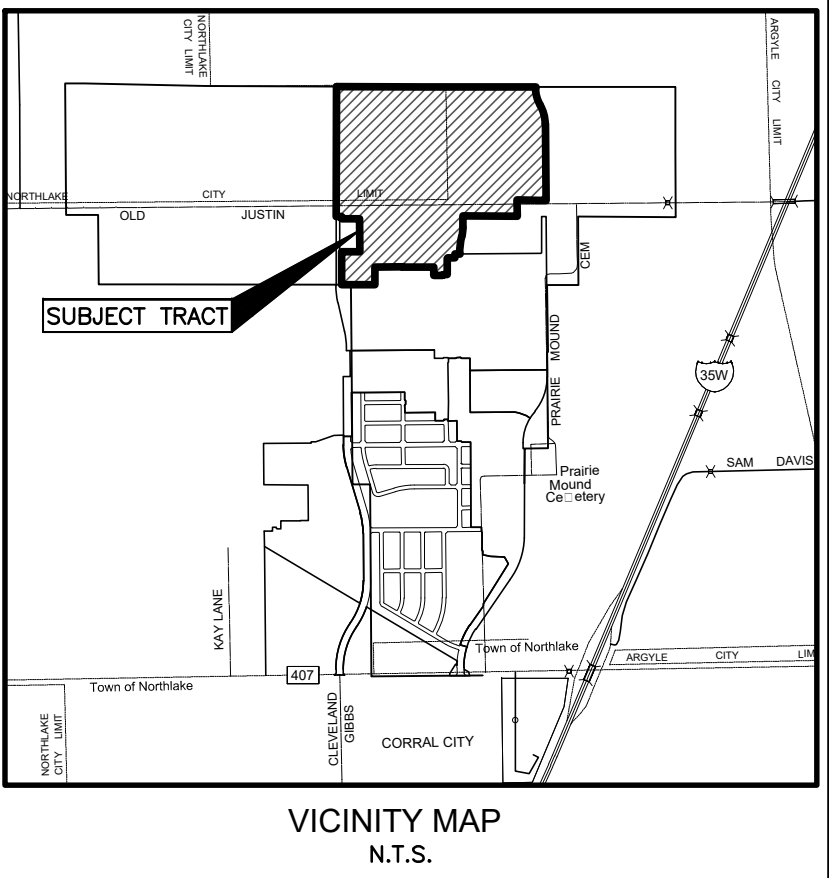
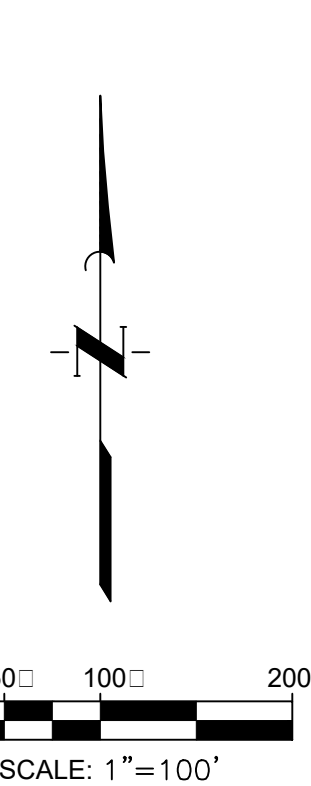
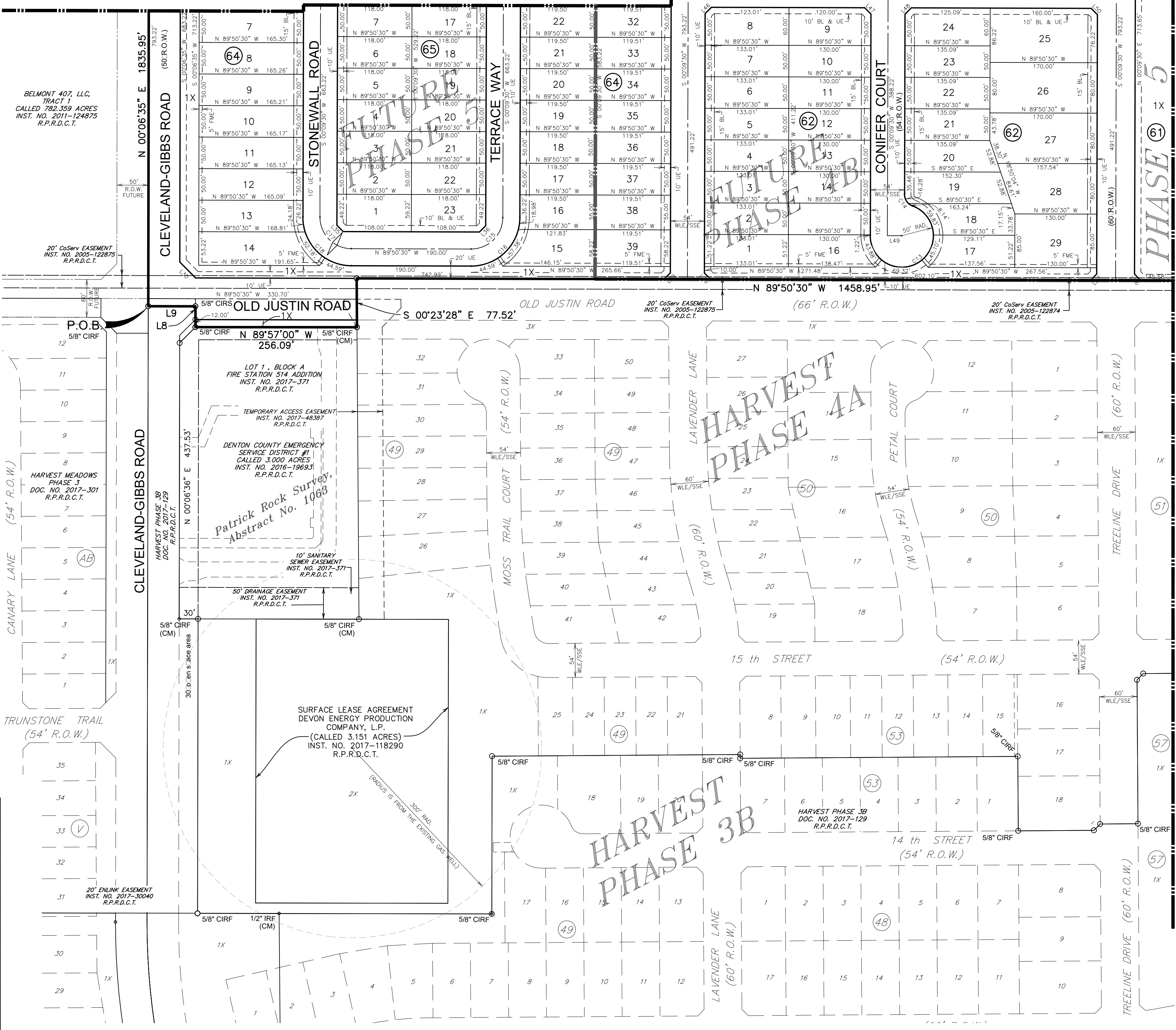
CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	218.12'	81.94'	S 54°38'08" W	249°56'46"	71.48'
C2	20.00'	24.42'	22.93'	N 35°21'52" W	69°56'47"	13.99'
C3	1000.00'	146.42'	146.29'	N 04°35'09" W	87°23'22"	73.34'
C4	77.00'	109.68'	100.64'	S 49°35'09" E	81°36'38"	66.48'
C5	50.00'	71.22'	65.35'	S 49°35'09" E	81°36'38"	43.17'
C6	23.00'	32.76'	30.08'	S 49°35'09" E	81°36'38"	19.86'
C7	695.00'	210.96'	210.15'	S 09°05'13" E	17°23'30"	106.30'
C8	375.00'	113.83'	113.39'	N 09°05'13" W	17°23'30"	57.35'
C9	692.00'	210.05'	209.24'	S 09°05'13" E	17°23'30"	105.84'
C10	378.00'	114.74'	114.30'	S 09°05'13" E	17°23'30"	57.81'
C11	50.00'	218.12'	81.94'	N 55°25'00" W	249°56'56"	71.48'
C12	20.00'	24.42'	22.93'	S 34°35'00" W	69°56'56"	13.99'
C13	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C14	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C15	50.00'	78.54'	70.71'	N 45°09'30" E	90°00'00"	50.00'
C16	77.00'	120.95'	108.89'	N 45°09'30" E	90°00'00"	77.00'
C17	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C18	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C19	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C20	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C21	23.00'	36.13'	32.53'	S 44°50'30" E	90°00'00"	23.00'
C22	77.00'	120.95'	108.89'	S 45°09'30" W	90°00'00"	77.00'
C23	50.00'	78.54'	70.71'	S 45°09'30" W	90°00'00"	50.00'
C24	23.00'	36.13'	32.53'	S 45°09'30" W	90°00'00"	23.00'
C25	375.00'	151.88'	150.85'	S 78°14'18" E	23°12'23"	77.00'
C26	402.00'	162.82'	161.71'	S 78°14'18" E	23°12'23"	82.54'
C27	375.00'	88.35'	88.14'	S 06°54'27" W	13°29'53"	44.38'
C28	73.00'	85.10'	80.36'	S 33°14'18" E	66°47'37"	48.13'
C29	100.00'	116.58'	110.09'	S 33°14'18" E	66°47'37"	65.93'
C30	127.00'	148.05'	139.81'	S 33°14'18" E	66°47'37"	83.73'
C31	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C32	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C33	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C34	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C35	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C36	500.00'	77.54'	77.46'	S 85°42'57" W	8°53'06"	38.85'
C37	500.00'	77.54'	77.46'	N 85°42'57" E	8°53'06"	38.85'
C38	1000.00'	245.57'	244.95'	S 06°52'35" E	14°04'12"	123.40'
C39	500.00'	122.78'	122.47'	N 06°52'35" W	14°04'12"	61.70'
C40	1030.00'	252.93'	252.30'	S 06°52'35" E	14°04'12"	127.11'
C41	470.00'	115.42'	115.13'	S 06°52'35" E	14°04'12"	58.00'
C42	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C43	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C44	1000.00'	172.18'	171.96'	N 85°13'33" E	9°51'54"	86.30'
C45	1000.00'	172.18'	171.96'	S 85°13'33" W	9°51'54"	86.30'
C46	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C47	50.00'	78.02'	70.34'	N 45°08'31" W	89°23'57"	49.48'
C48	77.00'	120.14'	108.32'	N 45°08'31" W	89°23'57"	76.20'
C49	50.00'	79.06'	71.08'	N 44°51'29" E	90°36'03"	50.53'
C50	77.00'	121.76'	109.46'	N 44°51'29" E	90°36'03"	77.81'
C51	500.00'	261.39'	258.42'	N 15°25'09" W	29°57'12"	133.76'
C52	500.00'	265.66'	262.55'	S 15°10'28" E	30°26'32"	136.05'

LEGEND

POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
P.G.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" IRON ROD WITH CAP
BL	STAMPED "JONES CARTER" SET
UE	BUILDING LINE
SSE	UTILITY EASEMENT
DLE	SANITARY SEWER EASEMENT
WLE	DRAINAGE EASEMENT
NR	WATERLINE EASEMENT
D.R.D.C.T.	NON-RADIAL LOT LINE
R.P.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
C.C.F.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
FME	COUNTY CLERK FILE NUMBER
VAM	FENCE MAINTENANCE EASEMENT
	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
①	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT

MATCHLINE SEE SHT. 2 OF 5



GENERAL NOTES:

- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
- All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
- All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number, all "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
- 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
- All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
- All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
- No Direct Residential Driveway Access to Old Justin Road, Cleveland-Gibbs Road or Harvest Way is Allowed.
- All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
- No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
- All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C05050, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 5 & 8

- LOT 1, BLOCK 51 □
 LOTS 1X □ 1-3, BLOCK 58 □ LOTS 1-14, BLOCK 59 □
 LOTS 1X □ 1-30, BLOCK 60 □ LOT 1X, BLOCK 61 □
 LOTS 1X □ 1-29, BLOCK 62 □ LOTS 1-18, BLOCK 63 □
 LOTS 1X □ 1-39, BLOCK 64 □ LOTS 1-23, BLOCK 65 □
 LOTS 1X □ 1-19, BLOCK 66 □ LOT 1X, BLOCK 67 □
 LOTS 1-17, BLOCK 68 □ LOT 1X, BLOCK 69 □ LOTS 1-25, BLOCK 70 □
 LOTS 1-15, BLOCK 71 □ LOTS 1X, □ 1-18, BLOCK 72 □
 LOTS 1-16, BLOCK 73 □ LOTS 1-27, BLOCK 74 □
 LOTS 1-21, BLOCK 75 □ LOTS 1-15, BLOCK 76 □
 LOTS 1-21, BLOCK 77 □ LOTS 1-21, BLOCK 78 □
 LOTS 1X □ 1-18, BLOCK 79 □ LOTS 1X □ 1-17, BLOCK 80 □
 LOTS 1-21, BLOCK 81 □ AND LOTS 1X □ 1-33, BLOCK 82

BEING 133.701 ACRES

SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063

IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

474 LOTS BY USE
(460 RESIDENTIAL, 1 COMMERCIAL AND 13 NON-RESIDENTIAL /OPEN SPACE LOTS)
APRIL 2018



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JC JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972-488-3680
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wight, E-mail: jwight@jonescarter.com

OPEN SPACE TABLE			
PHASE	TOTAL ACREAGE (AC.)	OPEN SPACE ACREAGE (AC.)	PERCENT OPEN SPACE
HARVEST PHASE 1	128.83	30.70	23.83%
HARVEST PHASE 2	92.41	5.99	6.42%
HM PHASE 1	49.35	2.63	5.33%
HM PHASE 2	38.47	5.16	13.41%
HM PHASE 3 □ 4	64.51	11.76	18.23%
HARVEST PHASE 3 □ 4	118.82	14.08	11.85%
HARVEST PHASE 3A	14.46	0.25	1.73%
HARVEST PH. 4B, 5 □ 6	133.70	10.62	7.94%
TOTAL	640.55	81.19	12.68%

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°23'28" E	54.00'
L2	S 89°36'32" W	100.51'
L3	S 44°36'32" W	14.14'
L4	S 89°36'32" W	60.00'
L5	S 44°36'32" W	14.14'
L6	S 89°36'32" W	120.00'
L7	S 89°53'24" E	92.07'
L8	N 00°03'00" E	33.00'
L9	N 89°57'00" W	74.97'
L10	N 89°36'32" E	23.00'
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L12	N 44°36'32" E	14.14'
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L14	S 42°52'28" W	13.71'
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L16	N 44°53'01" E	14.07'
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L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'28" E	11.12'
L26	N 44°50'30" W	14.14'
L27	S 45°09'30" W	14.14'
L28	N 44°50'30" W	14.14'
L29	S 45°09'30" W	14.14'
L30	S 44°51'57" E	35.37'
L31	N 45°08'03" E	35.34'
L32	N 44°51'57" W	35.37'
L33	S 44°50'30" E	14.14'
L34	N 45°09'30" E	14.14'
L35	N 44°50'30" W	14.14'
L36	S 45°09'30" W	14.14'
L37	S 44°50'30" E	14.14'
L38	N 45°09'30" E	14.14'
L39	S 45°09'30" W	14.14'
L40	N 44°50'30" W	14.14'
L41	S 45°09'30" W	14.14'
L42	S 44°50'30" E	14.14'
L43	N 44°50'30" W	14.14'
L44	N 45°09'30" E	14.14'
L45	N 44°50'30" W	14.14'
L46	N 45°09'30" E	14.14'
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L68	N 44°50'30" W	14.14'
L69	N 45°09'30" E	14.14'
L70	N 44°50'30" W	14.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L71	S 44°51'29" W	14.07'
L72	S 45°08'31" E	14.22'
L73	N 40°25'34" E	15.26'
L74	S 48°09'43" E	13.30'
L75	S 41°03'53" W	14.84'
L76	N 50°02'09" W	13.17'
L77	S 52°04'39" E	13.56'
L78	S 37°50'00" W	14.72'
L79	N 50°29'37" W	13.97'
L80	N 39°28'01" E	14.33'
L81	S 45°08'31" E	14.22'
L82	S 44°51'29" W	14.07'
L83	S 45°08'31" E	14.22'
L84	S 44°51'29" W	14.07'
L85	N 44°50'30" W	14.14'
L86	S 45°09'30" W	14.14'
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L88	S 40°43'02" W	15.19'
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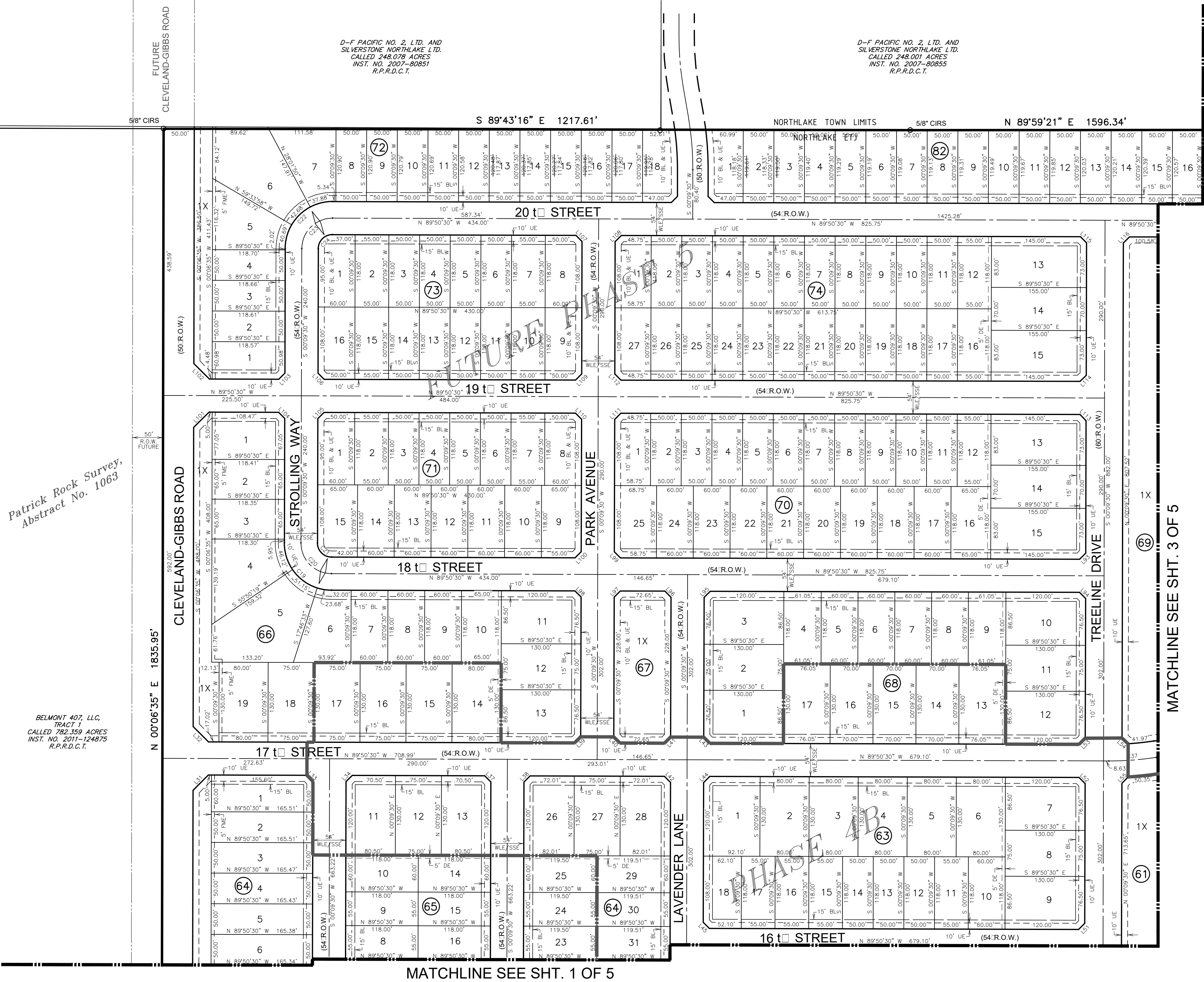
Patrick Rock Survey,
Abstract No. 1063

BELMONT 407, LLC
CALLED 792.359 ACRES
INST. NO. 2011-124875
R.P.R.D.C.T.

OPEN SPACE TABLE			
PHASE	TOTAL ACREAGE (AC.)	OPEN SPACE ACREAGE (AC.)	PERCENT OPEN SPACE
HARVEST PHASE 1	128.83	30.70	23.83%
HARVEST PHASE 2	92.41	5.99	6.42%
HM PHASE 1	49.35	2.63	5.33%
HM PHASE 2	38.47	5.16	13.41%
HM PHASE 3 & 4	64.51	11.76	18.23%
HARVEST PHASE 3 & 4	118.82	14.08	11.85%
HARVEST PHASE 3A	14.46	0.25	1.73%
TOTAL	506.85	70.57	13.92%

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL	75.99	460
COMMERCIAL	12.84	1
HOA/OPEN SPACE	10.62	13
STREET - ROW	34.25	-
TOTAL	133.70	474

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" IRON ROD WITH CAP
	STAMPED "JONES CARTER" SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
↗	DENOTES CHANGE IN STREET NAME
①	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT



- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase 1, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. All "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
 - 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
 - All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road, Cleveland-Gibbs Road or Harvest Way is Allowed.
 - All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
 - No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
 - All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 5 & 8

LOT 1, BLOCK 51
LOTS 1X 1-3, BLOCK 58
LOTS 1-14, BLOCK 59
LOTS 1X 1-30, BLOCK 60
LOT 1X, BLOCK 61
LOTS 1X 1-29, BLOCK 62
LOTS 1-18, BLOCK 63
LOTS 1X 1-39, BLOCK 64
LOTS 1-23, BLOCK 65
LOTS 1X 1-19, BLOCK 66
LOT 1X, BLOCK 67
LOTS 1-17, BLOCK 68
LOT 1X, BLOCK 69
LOTS 1-25, BLOCK 70
LOTS 1-15, BLOCK 71
LOTS 1X, 1-18, BLOCK 72
LOTS 1-16, BLOCK 73
LOTS 1-27, BLOCK 74
LOTS 1-21, BLOCK 75
LOTS 1-15, BLOCK 76
LOTS 1-21, BLOCK 77
LOTS 1-21, BLOCK 78
LOTS 1X 1-18, BLOCK 79
LOTS 1X 1-17, BLOCK 80
LOTS 1-21, BLOCK 81
AND LOTS 1X 1-33, BLOCK 82
BEING 133.701 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
474 LOTS BY USE
(460 RESIDENTIAL, 1 COMMERCIAL AND 13 NON-RESIDENTIAL /OPEN SPACE LOTS)
APRIL 2018



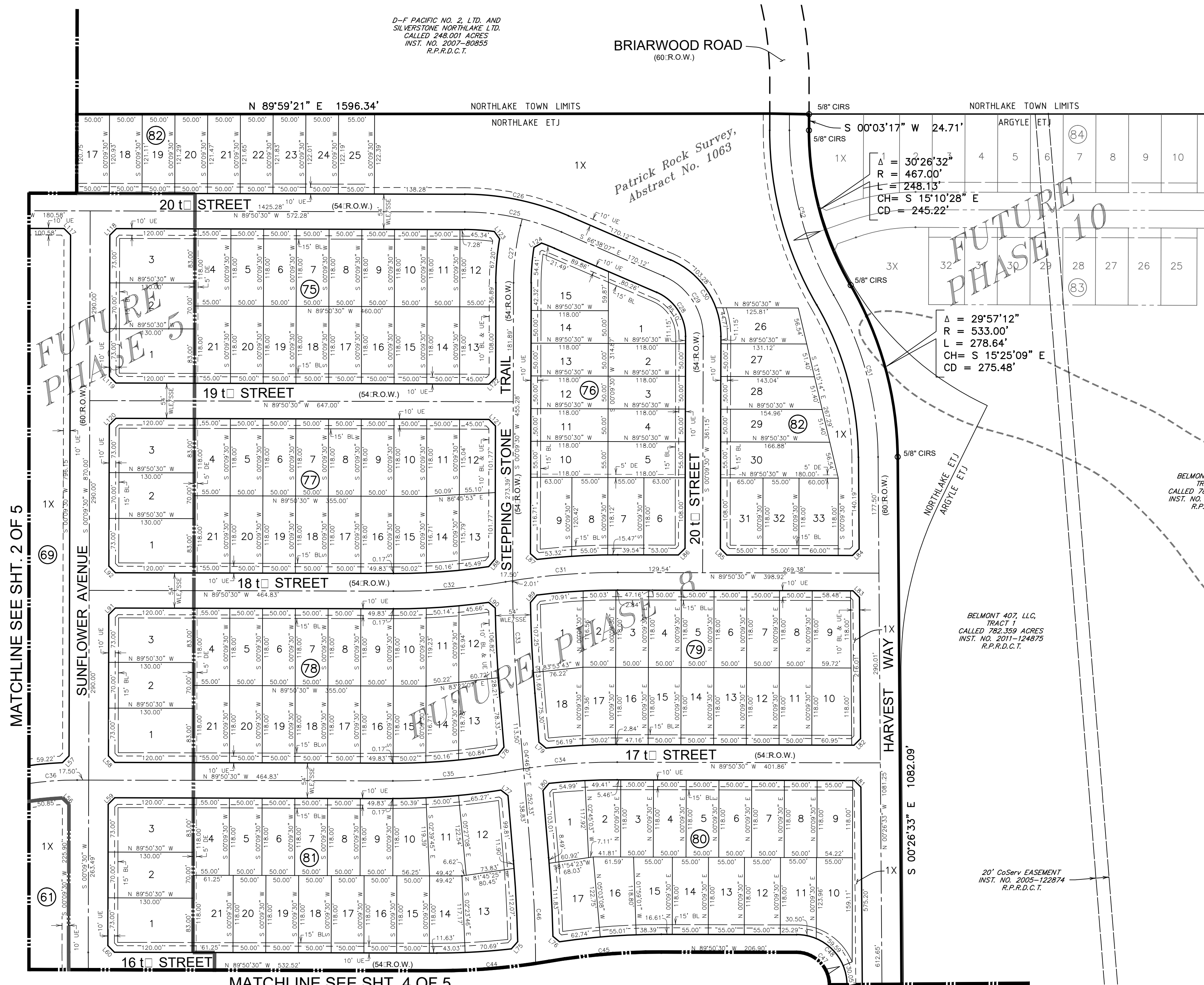
DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
J.C. JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 500 • Plano, Texas 75024
972-488-3680
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wight, E-mail: jwight@jonescarter.com

LINE TABLE		
LINE	BEARING	DISTANCE
L71	S 44°51'29" W	14.07'
L72	S 45°08'31" E	14.22'
L73	N 40°25'34" E	15.26'
L74	S 48°04'09" W	13.30'
L75	S 41°03'53" W	14.84'
L76	N 50°02'09" W	13.17'
L77	S 52°04'39" E	13.56'
L78	S 37°50'00" W	14.7'
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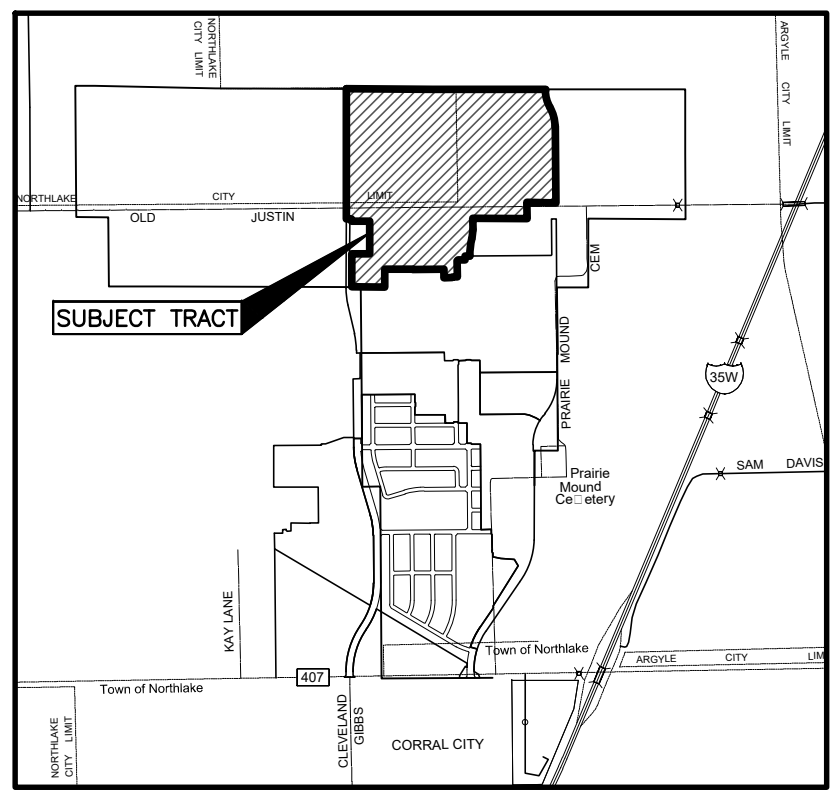
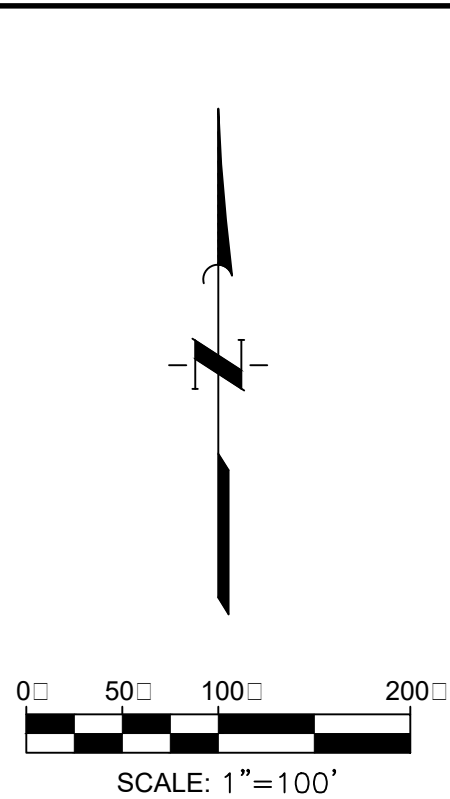
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①	BLOCK NUMBER
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TOTAL	133.70	474



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3. All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number, all "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
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PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 5 & 8

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 LOTS 1X □ 1-3, BLOCK 58 □ LOTS 1-14, BLOCK 59 □
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 LOTS 1-17, BLOCK 68 □ LOT 1X, BLOCK 69 □ LOTS 1-25, BLOCK 70 □
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 LOTS 1-21, BLOCK 75 □ LOTS 1-15, BLOCK 76 □
 LOTS 1-21, BLOCK 77 □ LOTS 1-21, BLOCK 78 □
 LOTS 1X □ 1-18, BLOCK 79 □ LOTS 1X □ 1-17, BLOCK 80 □
 LOTS 1-21, BLOCK 81 □ AND LOTS 1X □ 1-33, BLOCK 82
 BEING 133.701 ACRES
 SITUATED IN THE
 PATRICK ROCK SURVEY, ABSTRACT NO. 1063
 IN THE
 ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
 474 LOTS BY USE
 (460 RESIDENTIAL, 1 COMMERCIAL AND 13 NON-RESIDENTIAL
 /OPEN SPACE LOTS)
 APRIL 2018



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:

 **JONES | CARTER**

Texas Board of Professional Engineers Registration No. F-6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880

Texas Board of Professional Land Surveying Registration No. 100461-
Contact: Jason Wight, E-mail: jwight@jonescarter.com

LINE TABLE		
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L123	S 35°33'09" E	13.89'
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 DENOTES CHANGE IN STREET NAME
 BLOCK NUMBER
 5' FENCE MAINTENANCE EASEMENT

MATCHLINE SEE SH.T. 1 OF 5

PHASE 5

16th STREET

OLD JUSTIN ROAD

HARVEST WAY

SUNFLOWER AVENUE

TRELLIS COURT

STEPPING STONE TRAIL

GRASSY LANE

NORTH LAKE ETJ

ARGYLE ETJ

BELMONT 407, LLC, TRACT 1, CALLED 782.359 ACRES INST. NO. 2011-124875 R.P.R.D.C.T.

PATRICK ROCK SURVEY, Abstract No. 1063

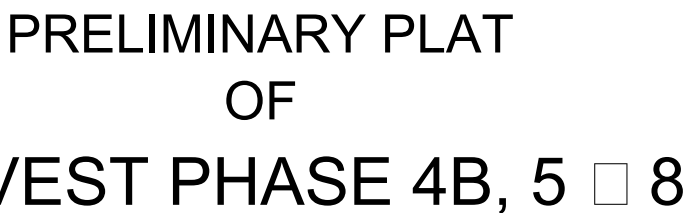
MARY SCHULTER CALLED 3.530 ACRES VOL. 2901, PG. 280 D.R.O.C.T.

20' CoServ EASEMENT INST. NO. 2005-122874 R.P.R.D.C.T.

15' DRAINAGE EASEMENT INST. NO. R.P.R.D.C.T.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	218.12'	81.94'	S 54°38'08" W	249°56'46"	71.48'
C2	20.00'	24.42'	22.93'	N 35°21'52" W	69°56'47"	13.99'
C3	1000.00'	146.42'	146.29'	N 04°35'09" W	8°23'22"	73.34'
C4	77.00'	109.68'	100.64'	S 49°35'09" E	81°36'38"	66.48'
C5	50.00'	71.22'	65.35'	S 49°35'09" E	81°36'38"	43.17'
C6	23.00'	32.76'	30.06'	S 49°35'09" E	81°36'38"	19.86'
C7	695.00'	210.96'	210.15'	S 09°05'13" E	17°23'30"	106.30'
C8	375.00'	113.83'	113.39'	N 09°05'13" W	17°23'30"	57.35'
C9	692.00'	210.05'	209.24'	S 09°05'13" E	17°23'30"	105.84'

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	218.12'	81.94'	S 54°38'08" W	249°56'47"	71.48'
C2	20.00'	24.42'	22.93'	N 35°21'52" W	69°56'47"	13.99'
C3	1000.00'	146.42'	146.29'	N 04°35'09" W	8°23'22"	73.34'
C4	77.00'	109.68'	100.64'	S 49°35'09" E	81°36'38"	66.48'
C5	50.00'	71.22'	65.35'	S 49°35'09" E	81°36'38"	43.17'
C6	23.00'	32.76'	30.65'	S 49°35'09" E	81°36'38"	19.86'
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C8	375.00'	113.83'	113.39'	N 09°05'13" W	17°23'30"	57.35'
C9	692.00'	210.05'	209.24'	S 09°05'13" E	17°23'30"	105.84'
C10	378.00'	114.74'	114.30'	S 09°05'13" E	17°23'30"	57.81'
C11	50.00'	218.12'	81.94'	N 55°25'00" W	249°56'56"	71.48'
C12	20.00'	24.42'	22.93'	S 34°35'00" W	69°56'56"	13.99'
C13	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C14	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C15	50.00'	78.54'	70.71'	N 45°09'30" E	90°00'00"	50.00'
C16	77.00'	120.95'	108.89'	N 45°09'30" E	90°00'00"	77.00'
C17	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C18	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C19	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C20	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C21	23.00'	36.13'	32.53'	S 44°50'30" E	90°00'00"	23.00'
C22	77.00'	120.95'	108.89'	S 45°09'30" W	90°00'00"	77.00'
C23	50.00'	78.54'	70.71'	S 45°09'30" W	90°00'00"	50.00'
C24	23.00'	36.13'	32.53'	S 45°09'30" W	90°00'00"	23.00'
C25	375.00'	151.88'	150.85'	S 78°14'18" E	231°12'23"	77.00'
C26	402.00'	162.82'	161.71'	S 78°14'18" E	231°12'23"	82.54'
C27	375.00'	88.35'	88.14'	S 06°54'27" W	13°29'53"	44.38'
C28	73.00'	85.10'	80.36'	S 33°14'18" E	66°47'37"	48.13'
C29	100.00'	116.58'	110.09'	S 33°14'18" E	66°47'37"	65.93'
C30	127.00'	148.05'	139.81'	S 33°14'18" E	66°47'37"	83.73'
C31	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C32	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C33	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C34	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C35	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C36	500.00'	77.54'	77.46'	S 85°42'57" W	8°53'06"	38.85'
C37	500.00'	77.54'	77.46'	N 85°42'57" E	8°53'06"	38.85'
C38	1000.00'	245.57'	244.95'	S 06°52'35" E	14°04'12"	123.40'
C39	500.00'	122.78'	122.47'	N 06°52'35" W	14°04'12"	61.70'
C40	1030.00'	252.93'	252.30'	S 06°52'35" E	14°04'12"	127.11'
C41	470.00'	115.42'	115.13'	S 06°52'35" E	14°04'12"	58.00'
C42	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C43	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C44	1000.00'	172.18'	171.96'	N 85°13'33" E	9°51'54"	86.30'
C45	1000.00'	172.18'	171.96'	S 85°13'33" W	9°51'54"	86.30'
C46	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C47	50.00'	78.02'	70.34'	N 45°08'31" W	89°23'57"	49.48'
C48	77.00'	120.14'	108.32'	N 45°08'31" W	89°23'57"	76.20'
C49	50.00'	79.06'	71.08'	N 44°51'29" E	90°36'03"	50.53'
C50	77.00'	121.76'	109.46'	N 44°51'29" E	90°36'03"	77.81'
C51	500.00'	261.39'	258.42'	N 15°25'09" W	29°57'12"	133.76'
C52	500.00'	265.66'	262.55'	S 15°10'28" E	30°26'32"	136.05'



harvest

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ENGINEER / SURVEYOR:

 **JONES | CARTER**

Texas Board of Professional Engineers Registration No. F-6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880

Texas Board of Professional Land Surveying Registration No. 100461
Contact: Jason Wight, E-mail: jwight@jonescarter.com

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Harvest Phase 4, LLC., is the owner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a 133.701 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of Tract 1, a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found at the northwest corner of Harvest Phase 3B, recorded in Instrument No. 2017-129, R.P.R.D.C.T., also being the centerline of Cleveland-Gibbs Road (100' R.O.W.);

THENCE North 00 Degrees 06 Minutes 35 Seconds East, across said Tract 1, a distance of 1835.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the north line of said Tract 1, and the south line of a called 248.078 acre tract of land as described in deed to D-F Pacific No. 2, LTD. and Silverstone Northlake LTD., as recorded in Instrument No. 2007-80851, R.P.R.D.C.T.,

THENCE South 89 Degrees 43 Minutes 16 Seconds East, along the common line between said Tract 1 and said 248.078 acre tract, a distance of 1217.61 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 89 Degrees 57 Minutes 08 Seconds East, along said common line, a distance of 1539.87 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 89 Degrees 03 Minutes 03 Seconds East, along said common line, a distance of 56.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing said common line, over and across said Tract 1, the following courses:

South 00 Degrees 02 Minutes 48 Seconds West, a distance of 20.45 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 30 Degrees 26 Minutes 32 Seconds, a radius of 467.00 feet, an arc distance of 248.13 feet and a chord bearing and distance of South 15 Degrees 10 Minutes 28 Seconds East, 245.22 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 29 Degrees 57 Minutes 12 Seconds, a radius of 533.00 feet, an arc distance of 278.64 feet and a chord bearing and distance of South 15 Degrees 25 Minutes 09 Seconds East, 275.48 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 26 Minutes 33 Seconds East, a distance of 1082.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the north line of a called 3.530 acre tract of land as described in deed to Mary Schluter, recorded in Volume 2901, Page 260 of the Deed Records Denton County, Texas (D.R.D.C.T.);

THENCE North 88 Degrees 59 Minutes 18 Seconds West, along the north line of said 3.530 acre tract, a distance of 410.17 feet to a 1/2" iron rod found at the northwest corner of said 3.530 acre tract;

THENCE South 00 Degrees 31 Minutes 08 Seconds East, along the west line of said 3.530 acre tract, a distance of 227.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the approximate centerline of Old Justin Road;

THENCE South 89 Degrees 44 Minutes 48 Seconds East, along the approximate centerline of said Old Justin Road, a distance of 409.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 26 Minutes 33 Seconds East, a distance of 5.85 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the northeast corner of said Harvest Phase 3B;

THENCE North 89 Degrees 57 Minutes 00 Seconds West, along the approximate centerline of Old Justin Road, a distance of 66.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 26 Minutes 33 Seconds East, along the west right-of-way line of Harvest Way, a distance of 506.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the corner clip of said Harvest Way and 15 th street;

THENCE South 44 Degrees 33 Minutes 09 Seconds West, a distance of 14.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the north right-of-way line of 15th Street;

THENCE South 89 Degrees 36 Minutes 32 Seconds West, along the north line of said 15th Street, a distance of 1145.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the beginning of a non-tangent curve to the right;

THENCE departing said 15th Street, over and across said Tract 1, the following courses:

Northeasterly, along said non-tangent curve to the right having a central angle of 14 Degrees 26 Minutes 38 Seconds, a radius of 970.00 feet, an arc distance of 244.53 feet and a chord bearing and distance of North 06 Degrees 28 Minutes 06 Seconds East, 243.88 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the left;

Northeasterly, along said reverse curve to the left having a central angle of 14 Degrees 04 Minutes 53 Seconds, a radius of 530.00 feet, an arc distance of 130.26 feet and a chord bearing and distance of North 06 Degrees 38 Minutes 58 Seconds East, 129.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 195.84 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 1458.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 77.52 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the northeast corner of Lot 1, Block A of Fire Station 514 Addition as recorded in Instrument No. 2017-371, R.P.R.D.C.T.;

THENCE North 89 Degrees 57 Minutes 00 Seconds West, along said north line of said Lot 1, a distance of 256.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" found at the northwest corner of said Lot 1;

THENCE North 00 Degrees 03 Minutes 00 Seconds East, a distance of 33.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE North 89 Degrees 57 Minutes 00 Seconds West, a distance of 74.97 feet to the POINT OF BEGINNING and containing 5,823,995 square feet or 133.701 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Harvest Phase 4, LLC, acting herein by and through his (its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as **Harvest Phase 4, 5 & 6**, an addition within the extra-territorial jurisdiction of the Town of Northlake, Texas ("Town"), and does hereby dedicate, in fee simple, to Belmont Fresh Water Supply District No. 1 of Denton County ("District") forever, the easements, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the Town of Northlake, Texas, all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the Town's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the District. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town's use thereof.

Harvest Phase 4, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 20____. By _____ of Harvest Phase 4, LLC, a Texas limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

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

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



STATE OF TEXAS
COUNTY OF DALLAS

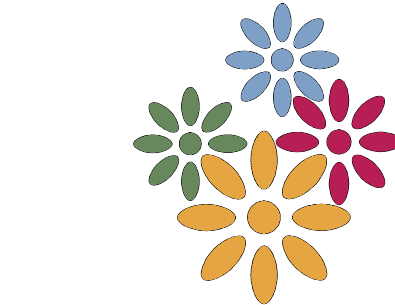
BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations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

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

Notary Public in and for the State of Texas

PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 5 & 8

LOT 1, BLOCK 51
LOTS 1X & 1-3, BLOCK 58 & LOTS 1-14, BLOCK 59
LOTS 1X & 1-30, BLOCK 60 & LOTS 1X, BLOCK 61
LOTS 1X & 1-29, BLOCK 62 & LOTS 1-18, BLOCK 63
LOTS 1X & 1-39, BLOCK 64 & LOTS 1-23, BLOCK 65
LOTS 1X & 1-19, BLOCK 66 & LOT 1X, BLOCK 67
LOTS 1-17, BLOCK 68 & LOT 1X, BLOCK 69 & LOTS 1-25, BLOCK 70
LOTS 1-15, BLOCK 71 & LOTS 1X, & 1-18, BLOCK 72
LOTS 1-16, BLOCK 73 & LOTS 1-27, BLOCK 74
LOTS 1-21, BLOCK 75 & LOTS 1-15, BLOCK 76
LOTS 1-21, BLOCK 77 & LOTS 1-21, BLOCK 78
LOTS 1X & 1-18, BLOCK 79 & LOTS 1X & 1-17, BLOCK 80
LOTS 1-21, BLOCK 81 & LOTS 1X & 1-33, BLOCK 82
BEING 133.701 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
474 LOTS BY USE
(460 RESIDENTIAL, 1 COMMERCIAL AND 13 NON-RESIDENTIAL
/OPEN SPACE LOTS)
APRIL 2018



harvest
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DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972-488-3680
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wight, E-mail: jwight@jonescarter.com

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: May 10, 2018
Re: Final Plat for Harvest Phase 4A (FP-18-008)

Purpose: To consider approval of a Final Plat of Harvest Phase 4A, a proposed subdivision consisting of 68 single-family residential lots and 5 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 26.510-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located south of Old Justin Road and east of Cleveland-Gibbs Road.

Owner/Applicant/Developer: Harvest Phase 3, LLC

Engineer/Surveyor: Jones & Carter, Inc.

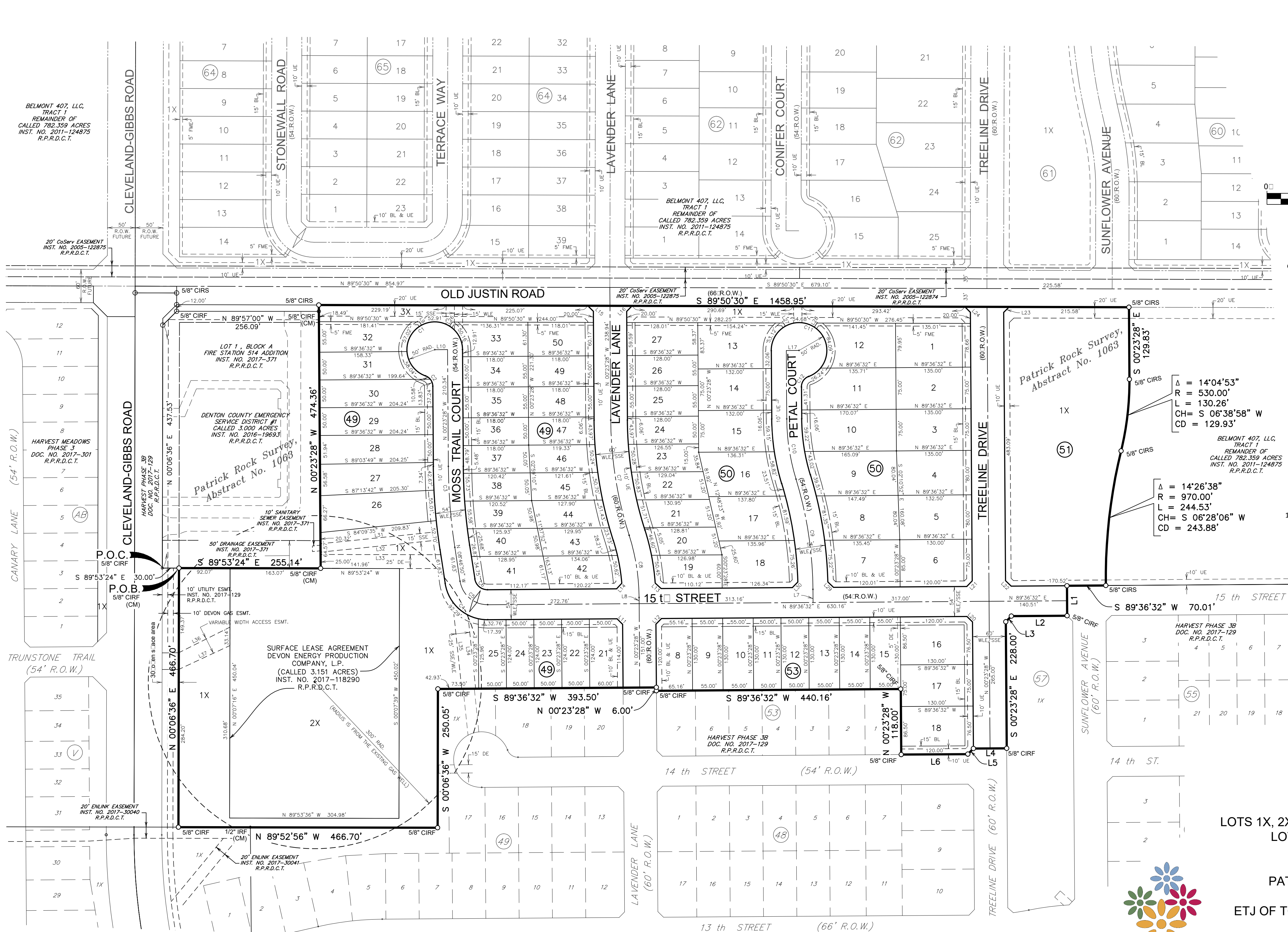
Background: This plat is for the latest phase of the Harvest development. A preliminary plat for Harvest Phase 3B & 4A was by Town Council on April 14, 2016. The development of this phase is subject to the Harvest Development Agreement, approved by Town Council on September 27, 2012.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The final plat contains a total of 73 lots including 68 single-family residential lots and 5 lots designated for nonresidential/open space use. The “nonresidential/open space lots” are dedicated for open spaces and amenities, except for Lot 2X, Block 49 which is a gas well site, and they are all to be owned and maintained by the homeowners association or the Fresh Water Supply District as applicable.

The submitted final plat is consistent with the approved preliminary plat except that both Moss Trail Court and Petal Court were shown to intersect with Old Justin Road on the preliminary plat instead of ending in a cul-de-sac. The entire area of this final plat is within Zone 3 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions. Construction plans for water, sewer, streets and storm drainage were submitted with the final plat and have been reviewed and approved by staff.

Staff Findings: Staff finds the final plat meets all applicable Town requirements.

LINE	BEARING	DISTANCE
L1	S 00°23'28" E	54.00'
L2	S 89°36'32" W	100.51'
L3	S 44°36'32" W	14.14'
L4	S 89°36'32" W	60.00'
L5	S 44°36'32" W	14.14'
L6	S 89°36'32" W	120.00'
L7	S 00°23'28" E	23.65'
L8	N 00°23'28" W	11.12'
L9	N 28°29'42" W	6.98'
L10	N 89°36'32" E	23.00'
L11	S 45°23'28" E	14.14'
L12	N 44°36'32" E	14.14'
L13	N 46°52'07" W	14.50'
L14	S 42°52'28" W	13.71'
L15	S 45°06'59" E	14.21'
L16	N 44°53'01" E	14.07'
L17	N 89°36'32" E	23.00'
L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'28" E	11.12'
L26	N 32°07'55" E	8.94'
L27	N 29°31'08" W	7.04'
L28	N 33°08'23" E	9.08'
L29	N 45°43'25" W	14.22'
L30	S 44°14'57" W	14.05'
L31	N 84°07'34" E	211.95'
L32	S 84°07'34" W	213.79'
L33	S 89°53'24" E	216.58'
L34	S 06°01'36" W	133.47'
L35	N 06°01'36" W	157.96'
L36	N 63°27'03" E	103.15'
L37	S 64°59'44" W	101.65'



- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase 1, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. All "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
 - 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
 - All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road, Cleveland-Gibbs Road or Harvest Way is Allowed.
 - All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 Requirements of Section 5.3 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
 - No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
 - All flood plain information on this plat is for informational purposes only, as scaled on a FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. This property is in Zone X, Areas determined to be outside the 0.2% annual chance flood plain.

RESIDENTIAL LOTS
50' LOTS = 47
60' LOTS = 0
70' LOTS = 21
TOTAL = 68

FINAL PLAT
OF
HARVEST PHASE 4A
LOTS 1X, 2X, 3X □ 21-50, BLOCK 49 □ LOTS 1X □ 1-27, BLOCK 50 □
LOT 1X, BLOCK 51 AND LOTS 8-18, BLOCK 53
BEING 26.510 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
73 LOTS BY USE
(68 RESIDENTIAL, AND 5 NON-RESIDENTIAL
/OPEN SPACE LOTS)
APRIL 2018

PHASE	TOTAL ACREAGE (AC.)	OPEN SPACE ACREAGE (AC.)	PERCENT OPEN SPACE
HARVEST PHASE 1	126.83	30.70	23.83%
HARVEST PHASE 2	92.41	5.99	6.42%
HM PHASE 1	49.35	2.63	5.33%
HM PHASE 2	38.47	5.16	13.41%
HM PHASE 3 & 4	64.51	11.76	18.23%
HARVEST PHASE 3 & 4	118.82	14.08	11.85%
HARVEST PHASE 3A	14.46	0.25	1.73%
TOTAL	506.85	70.57	13.92%

LAND USE	ACREAGE	LOTS
RESIDENTIAL	13.10	68
HOA/OPEN SPACE	8.80	5
STREET - ROW	4.61	-
TOTAL	26.51	73



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC., is the owner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a 26.510 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of Tract 1, a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap stamped "Jones Carter" found at the northwest corner of Harvest Phase 3B, recorded in Instrument No. 2017-129, R.P.R.D.C.T., also being the east line of Cleveland-Gibbs Road (100' R.O.W.) and the southwest corner of Lot 1, Block A of Fire Station 514 Addition, recorded in Instrument No. 2017-371, R.P.R.D.C.T.;

THENCE South 89 Degrees 53 Minutes 24 Seconds East, along a north line of said Harvest Phase 3B, and the south line of said Lot 1, Block A, a distance of 30.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the POINT OF BEGINNING of the herein described tract;

THENCE South 89 Degrees 53 Minutes 24 Seconds East, along the south line of said Lot 1, Block A, passing at a distance of 92.07 feet the northwest corner of a 3.151 acre tract of land described as Surface Lease Agreement to Devon Energy Production Company, L.P., recorded in Instrument No. 2017-118290 R.P.R.D.C.T., and continuing for a total distance of 255.14 feet to a 5/8" iron rod found at the southeast corner of said Lot 1, Block A;

THENCE North 00 Degrees 23 Minutes 28 Seconds West, along the east line of said Lot 1, Block A, at a distance of 462.84 passing the northeast corner of said Lot 1, Block A and continuing for a total distance of 474.36 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the south line of Old Justin Road;

THENCE South 89 Degrees 50 Minutes 30 Seconds East, along the south line of said Old Justin Road, a distance of 1458.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing the south line of said Old Justin Road, over and across said 782.359 acre tract, the following courses:

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 129.83 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the right;

Southwesterly, along said tangent curve to the right having a central angle of 14 Degrees 04 Minutes 53 Seconds, a radius of 530.00 feet, an arc distance of 130.26 feet and a chord bearing and distance of South 06 Degrees 38 Minutes 58 Seconds West, 129.93 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the left;

Southwesterly, along said reverse curve to the left having a central angle of 14 Degrees 26 Minutes 38 Seconds, a radius of 970.00 feet, an arc distance of 244.53 feet and a chord bearing and distance of South 06 Degrees 28 Minutes 06 Seconds West, 243.88 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the north line of said Harvest Phase 3B;

THENCE along the northerly line of said Harvest Phase 3B, the following courses:

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 70.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

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

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 100.51 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

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

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 228.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

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

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

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 120.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 118.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 440.16 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 6.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

South 89 Degrees 36 Minutes 32 Seconds West, a distance of 393.50 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

South 00 Degrees 06 Minutes 36 Seconds West, a distance of 250.05 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 89 Degrees 52 Minutes 56 Seconds West, a distance of 466.70 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

North 00 Degrees 06 Minutes 36 Seconds East, a distance of 466.70 feet to the POINT OF BEGINNING and containing 1,154,762 square feet or 26.510 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Belmont 407, LLC., acting herein by and through his (its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as **Harvest Phase 4, 5 & 6**, an addition within the extra-territorial jurisdiction of the Town of Northlake, Texas ("Town"), and does hereby dedicate, in fee simple, to Belmont Fresh Water Supply District No. 1 of Denton County ("District") forever, the easements, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the Town of Northlake, Texas, all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the Town's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the District. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town's use thereof.

Belmont 407, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 20____. By _____ of Belmont 407, LLC, a Texas limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

My Commission expires : _____

APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

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

Date

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

KNOW ALL MEN BY THESE PRESENTS:

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

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



STATE OF TEXAS
COUNTY OF DALLAS

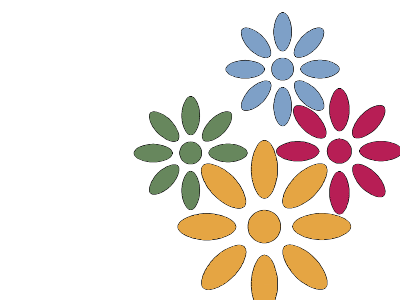
BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations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

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

Notary Public in and for the State of Texas

FINAL PLAT
OF
HARVEST PHASE 4A

LOTS 1X, 2X, 3X □ 21-50, BLOCK 49 □ LOTS 1X □ 1-27, BLOCK 50 □
LOT 1X, BLOCK 51 AND LOTS 8-18, BLOCK 53
BEING 26.510 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
73 LOTS BY USE
(68 RESIDENTIAL, AND 5 NON-RESIDENTIAL
/OPEN SPACE LOTS)
APRIL 2018



harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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

**UPPER TRINITY REGIONAL WATER DISTRICT
REGIONAL TREATED WATER SYSTEM
ADDITIONAL PARTICIPATING MEMBER CONTRACT
WITH
TOWN OF NORTHLAKE**

**THE STATE OF TEXAS §
 §
COUNTY OF DENTON §**

THIS REGIONAL TREATED WATER SUPPLY CONTRACT (the "Contract") made and entered into as of the _____ day of _____ 2018 (the "Contract Date"), by and between **UPPER TRINITY REGIONAL WATER DISTRICT**, (the "District"), a conservation and reclamation district created pursuant to Article XVI, Section 59 of the Constitution of the State of Texas, and the **TOWN OF NORTHLAKE** ("Northlake"), a duly incorporated municipality, which party may be referred to herein as "Additional Participating Member" or "Member".

WITNESSETH:

WHEREAS, Northlake is a municipality, a duly incorporated political subdivision of the State of Texas operating under the constitution and laws of the State of Texas, that provides retail utility service to customers within its service area; and,

WHEREAS, one of the purposes for which the District was created was to provide wholesale treated water service to municipalities and water distribution utilities within Denton County and certain adjacent areas; and

WHEREAS, the District has a contract with the City of Dallas dated February 12, 1992, under which the District has the right to purchase untreated surface water out of Ray Roberts Lake and Lewisville Lake to serve cities and utilities within the District's service area; and

WHEREAS, the District and Northlake previously entered into a Participating Customer Contract dated December 2, 2010, with a current capacity of 1.3 MGD in the System; and

WHEREAS, as required by the Participating Customer Contract, Northlake previously deposited \$288,000 as a security deposit with the District to be available to the District as additional security for Northlake's obligations under said contract; and

WHEREAS, it is the desire of the parties hereto that this Contract replace all previous contracts, including the Participating Customer Contract and any amendments

thereto, which Participating Customer Contract shall terminate as of the Contract Date; and

WHEREAS, the District has received a water rights permit from TCEQ authorizing the development of Lake Ralph Hall as a future water supply source for the District; and, has an application pending with the US Army Corps of Engineers for the construction thereof; and

WHEREAS, Northlake does hereby express its full support for Lake Ralph Hall and will endeavor to promote the new water supply source as a valuable and strategic resource that will serve the long-term needs of this region, including specifically Northlake; and

WHEREAS, the District has developed a Regional Treated Water System herein ("System") for Participating Members, Participating Utilities and other Customers, including raw water transmission lines, water treatment plants, pump stations, treated water transmission lines, storage tanks and metering facilities, which facilities are now operational and serving Participating Members, Participating Utilities and other Customers; and

WHEREAS, District has entered into prior contracts with Participating Members, Participating Utilities and other Customers for participation in the System, under which contracts the District is authorized to enter into contracts with additional parties such as Northlake for participation in the System as an Additional Participating Member; and

WHEREAS, the District will manage and operate, or contract with others for the management and operation of such facilities; and

WHEREAS, District has developed and extended the System in such a way that it can provide wholesale treated water service to Northlake, generally in accordance with standard conditions of service available to other Members; and

WHEREAS, the District has completed the Project to enable Northlake to receive water service from the System, including the extension of a delivery pipeline from the District's water transmission pipeline along FM 407 to the mutually agreed Point of Delivery No. 1, together with the appropriate metering and rate of flow control facilities; and

WHEREAS, Northlake has paid to the District certain costs of the Project as required by the Participating Customer Contract; and

WHEREAS, any applicable provision of said Participating Customer Contract not carried forward to this Contract shall survive said contract; and

WHEREAS, Northlake is currently receiving treated water service from the System at its Point of Delivery No. 1; and

WHEREAS, to enable treated water service to the eastern portion of Northlake's service area (generally east of Interstate Highway 35W), Northlake has requested a second Point of Delivery, including a pipeline extension from the District's water transmission pipeline to said Point of Delivery No. 2; the costs to design and construct said delivery point and pipeline are the responsibility of Northlake as provided in this Contract; and

WHEREAS, Northlake is currently receiving water service at available pressure, on an interim basis, from the District's transmission system on the east side of Interstate Highway 35W, pending the completion of the Point of Delivery No. 2; and

WHEREAS, without objection from the District, Northlake also receives treated water on a wholesale basis from the City of Fort Worth, which is generally intended to provide water service to a southern portion of Northlake; and

WHEREAS, Northlake desires to receive wholesale water service from the District generally for the northern portion of Northlake, as outlined in Exhibit A herein, including provision to secure at least two-thirds of the Town's future water supply needs from the District; and

WHEREAS, the parties agree that Northlake shall own and operate (or contract with others to operate) water pumping, storage and distribution facilities necessary to receive water from the District and to render retail service within Northlake's service area; and

WHEREAS, Canyon Falls Municipal Utility District No. 1 of Denton County (herein "MUD") is located near the planned Point of Delivery No. 2 for Northlake and may request Northlake to provide treated water from the System to the MUD, which is not within the service area of another utility holding an exclusive water Certificate of Convenience and Necessity issued by TCEQ; and

WHEREAS, Northlake acknowledges that the District may enter into similar contracts as this Contract with utilities and other Customers in the future; and

WHEREAS, the District has previously issued Bonds, and expects to issue additional Bonds, for the System and may issue an installment of Bonds to provide money to construct facilities pursuant to this Contract, with said Bonds to be payable from and secured by Annual Payments made under this Contract and all other similar contracts for participation in the System; and

WHEREAS, the District and Northlake are authorized to enter into this Contract pursuant to the District's enabling statute, Chapter 1053 Acts of the 71st Legislature, Regular Session 1989 (the "Act") and Texas Government Code Chapter 791 (the "Interlocal Cooperation Act"), and other applicable laws.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the District agrees to provide treated water supply services under this Contract, and to use its best efforts to issue its Bonds and to acquire, construct and complete the Project and other facilities of the System upon and, subject to the terms and conditions hereinafter set forth, to-wit:

ARTICLE I

Preamble/Definitions

Section 1.01. **Adoption of Preamble.** All of the matters stated in the Preamble of this Contract are true and correct and are hereby incorporated into the body of this Contract as though fully set forth in their entirety herein.

Section 1.02. **Definitions.** The following terms and expressions as used in this Contract, unless the context clearly shows otherwise, shall have the following meanings:

1. **"Act"** means H.B. 3112, Chapter 1053, Acts of the 71st Legislature, Regular Session, 1989 (effective June 16, 1989) as amended Chapter 494, 74th Legislature, Regular Session, 1995, (which amendment became effective August 28, 1995), and also amended by Chapter 1053, 77th Legislature, Regular Session, 2001 (which amendment became effective May 1, 2001).
2. **"Additional Participating Member"** means Northlake and any Member of the District other than the existing Participating Members with which the District makes a contract similar to this Contract for supplying treated water from the System, providing herein that after execution of this Contract, Northlake shall become one of the Participating Members for all purposes of this Contract.
3. **"Adjusted Annual Payment"** means the Annual Payment as adjusted by the Board during or after such Annual Payment Period, as provided by this Contract.
4. **"Administrative Payment"** means the amount of money to be paid to the District by each of the Participating Members, Participating Utilities, and certain other Customers during each Annual Payment Period as their proportionate share of Administration and Planning Expenses of the District.
5. **"Administrative and Planning Expenses"** means the general overhead cost and expenses of managing the District, but not including expenses related to capital projects financed by the District; such expenses shall include the administration of the District's general office, the activities and meetings of the Board and the planning activities of the District, to the extent such programs and activities shall be for the general welfare of the District; activities and programs for the benefit of specific parties and for specific capital projects shall, unless otherwise authorized, be the responsibility of the benefiting parties.

6. **"Annual Payment"** means the amount of money to be paid to the District by Customer during each Annual Payment Period as its proportionate share of the Annual Requirement.

7. **"Annual Payment Period"** means the District's fiscal year, which currently begins on October 1 of each calendar year and ends on September 30 of the following calendar year, but which may be any twelve consecutive month period fixed by the District; and the first Annual Payment Period under this Contract is estimated to be the period of October 1, 2017 through September 30, 2018. For any service provided during the first year, if a partial year, applicable fees will be on a pro rated basis.

8. **"Annual Requirement"** means the total amount of money required for District to pay all Operation and Maintenance Expenses of the System, and to pay the Capital (Bond Service) Component of the Annual Requirement as described hereinafter including debt service on its Bonds, and any sums required to pay or restore any amounts required to be deposited in any special or reserve funds required to be established and/or maintained by the provisions of the Bond Resolutions.

9. **"Board"** means the governing body of the District.

10. **"Boardmembers"** means a member or members of the Board.

11. **"Bond Resolution"** means any resolution of the District, which authorizes any Bonds.

12. **"Bonds"** means all bonds issued by the District to construct the System, whether in one or more series or issues, and the interest thereon, and hereafter issued to acquire, construct and complete the Project, and all bonds issued subsequently to improve, extend, operate or maintain the System, and any bonds issued to refund any bonds or to refund any such refunding bonds.

13. **"Conservation"** means the use of those practices, techniques, and technologies that will reduce or maintain the consumption of water, prevent or reduce the loss or waste of water, maintain or improve the efficiency in the use of water, increase the recycling and reuse of water, and prevent the pollution of water, so that a water supply is made available for future or alternative uses.

14. **"Convey"** means sell, trade, donate, exchange, transfer title, or contract therefor.

15. **"County"** means Denton County, Texas.

16. **"Customer"** means any wholesale user of the water services provided by the District which user provides retail utility service within its boundaries.

17. **"Customer Advisory Council" or "Council"** means the committee to be created to consult with and advise the District with respect to the System as provided in this Contract.

18. **"Demand"** means the maximum rate of flow expressed in MGD mutually established by Member and District that is or may be taken by Customer within a Water Year.

19. **"District"** means the Upper Trinity Regional Water District, a conservation and reclamation district pursuant to Article XVI, Section 59 of the Constitution of the State of Texas created in accordance with the Act.

20. **"MGD"** is an abbreviation for "million gallons of water per day".

21. **"Operation and Maintenance Expenses"** means all costs and expenses of operation and maintenance of the System, including (for greater certainty but without limiting the generality of the foregoing) repairs and replacements, operating personnel, the cost of utilities, the amounts required to pay the U.S. Army Corps of Engineers or any other federal, state, or local agency for water storage rights or other interests in water in any reservoir, or for the purchase of water, or for the use or operation of any property or facilities; the costs of supervision, engineering, accounting, auditing, legal services, insurance premiums, supplies, services, administration of the System, Administrative and Planning Expenses, and equipment necessary for proper operation and maintenance of the System; and, payments made by District in satisfaction of judgments resulting from claims not covered by District's insurance arising in connection with the acquisition, construction, operation, and maintenance of the System. The term also includes the charges of the bank or banks acting as paying agents and/or registrars for any Bonds. The term does not include depreciation expense.

22. **"Participating Member"** (or **"Member"**) means a governmental entity, including Northlake, who has met the membership requirements of the District, that provides retail utility service to customers within its boundaries, that contracts with the District for the acquisition, construction, improvement, enlargement, and payment for the water projects to be financed from time to time by the District.

23. **"Points of Delivery"** means the points designated in this Contract where treated water will be delivered to Northlake from the System.

24. **"Project"** shall include: 1) an extension of the District's major transmission pipeline from the vicinity of US Highway 377 to FM 407, and associated pumping facilities; and, 2) a delivery pipeline from the District's existing water transmission main along FM 407 to Northlake's Point of Delivery No. 1; and, 3) the Point of Delivery No. 1, including the appropriate metering and rate of flow facilities to be located west of Interstate Highway 35W.

25. **"State"** means the State of Texas.

26. **"System"** means the Project, the existing Regional Treated Water System, together with all future improvements, enlargements, extensions and additions to any of the foregoing which are deemed necessary and feasible by the District to provide treated water service to Members and other Customers and all future new facilities, treatment works and/or water rights, which are acquired or constructed with the proceeds from the sale of any Bonds or revenues from the System, and any water supply facilities which are deliberately and specifically, at the option of the District, made a part of the System by resolution of the Board, and all repairs to or replacements of the System. Said term does not include any District facilities, which provide wastewater treatment or disposal services, or solid waste disposal services, of any kind. Said term does not include any facilities acquired or constructed by the District with the proceeds from the issuance of **"Special Facilities Bonds,"** which are hereby defined as being revenue obligations of the District which are not secured by or payable from payments made under this Contract or similar contracts, and which are payable solely from sources other than revenues of the System.

27. **"Water Year"** means the period of June 1 of each calendar year through May 31 of the next following calendar year.

ARTICLE II

Board of Directors

Section 2.01. **Board Representation.** The District is governed by a Board of Directors, the members of which are appointed by the governing bodies of Members and by the County. The governing body of each Member and the County are entitled to appoint a qualified person to serve on the Board. Northlake is specifically included in this provision.

Section 2.02. **Board Votes.** Boardmembers appointed by the governing body of Participating Members shall be entitled to vote on all matters coming before the Board. The Board shall establish rules for the implementation of a system of weighted votes in accordance with the Act for matters concerning authorization of and financial commitments for capital projects.

Section 2.03. **Terms.** Boardmembers shall serve staggered, four (4) year terms in accordance with procedures established by the Board. Boardmembers may serve consecutive terms. A Boardmember may be removed at any time by the governing body of the entity that appointed that Boardmember.

Section 2.04. **Board Compensation.** The District will not compensate Boardmembers for serving on the Board, but may reimburse Boardmembers for actual, reasonable expenses necessarily incurred on behalf of the District or in the discharge of official duties.

Section 2.05. **Board Qualifications.** A Boardmember must be a qualified voter who resides in the District and may not be an elected official of any governmental entity that has the authority to appoint a member of the Board. A Boardmember may not be an employee of any other entity that has the authority to appoint a member of the Board.

ARTICLE III

Construction and Issuance of Bonds

Section 3.01. **Consulting Engineers.** The District and the Member agree that the District will choose the Consulting Engineer(s) for the Project and System and may change Consulting Engineer(s) at the option of the District.

Section 3.02. **Construction of Project and System.** The District agrees to use its best efforts to issue its Bonds, payable from and secured by Annual Payments made under this Contract and similar contracts, to acquire and construct the Project and other System facilities when and as needed, as determined by the District, to supply treated water to all Participating Members and other Customers. It is anticipated that such acquisition and construction of the System will be in phases and that each phase will be financed by the District through the issuance of one or more series or issues of its Bonds; and the District agrees to use its best efforts to issue its Bonds for such purpose. Bonds also may, at the discretion of the District, be issued to refund any Bonds, and be issued to extend, enlarge, repair, renovate, equip, operate, maintain and otherwise improve the System and any System facilities. District agrees that such improvements will be made in accordance with generally accepted engineering practices. It is anticipated that such improvements will be financed by the District through the issuance of one or more series or issues of its Bonds, payable from and secured by Annual Payments made under this Contract and other similar contracts.

Section 3.03. **Bond Proceeds.** The proceeds from the sale and delivery of such Bonds may be used to fund, to the extent deemed advisable by the District, a debt service reserve fund, a contingency fund, and interest on the Bonds during construction; and such proceeds also will be used for the payment of the District's expenses and costs in connection with the Project and System (including all engineering and design costs and expenses, and the cost of the land and interests therein related to the System) and the Bonds, including, without limitation, all financing, legal, printing, and other expenses and costs related to the issuance of such Bonds and the System.

Section 3.04. **Bond Resolution.** Each Bond Resolution of the District shall specify the exact principal amount of the Bonds to be issued thereunder, which shall mature within the maximum period, and shall bear interest at not to exceed the maximum rates then permitted by law, and each Bond Resolution shall create and provide for the maintenance of a revenue fund, an interest and sinking fund, a debt service reserve fund, and any other funds deemed advisable, all in the manner and amounts as provided in such Bond Resolution. Member agrees that if and when such Bonds are actually issued and delivered to the purchaser thereof, either for the purpose

of initially acquiring and constructing the Project and System, or subsequently for improving and/or extending the System, the Bond Resolution authorizing the Bonds shall for all purposes be deemed to be in compliance with this Contract in all respects, and the Bonds issued thereunder will constitute Bonds as defined in this Contract for all purposes.

ARTICLE IV **Operating Requirements**

Section 4.01. **Water Sales.** District agrees to deliver potable water to Member in accordance with the specifications and restrictions of this Article. District agrees to provide potable water to meet volume and demand requirements of Member as provided herein.

Section 4.02. **Water Supply Limitations.** Delivery of potable water to meet the requirements of Customers, including Participating Members, is subject to and limited by available System supply and System deliverability, as determined by the District. Such delivery shall not be unreasonably withheld. The District will use its best efforts to furnish and remain in position to furnish treated water sufficient for all reasonable treated water requirements of each Customer, but its obligation shall be limited to the amount of treated water available from the System; and provided that the maximum rate of delivery shall be consistent with the capacities and abilities of System facilities, and shall not exceed the amounts fixed on an equitable and uniform basis by the Board. Nothing in this Section shall relieve either the District or Member from obligations pursuant to Section 4.19 of this Contract.

Section 4.03. **Quantity.** The District agrees to deliver treated water under this Contract to Northlake at its Point of Delivery as described in Section 4.13 hereof, and Northlake agrees to take at its Point of Delivery or to pay for certain minimum amounts of water as may be required by District for System reliability and to assure adequate funds to the District to fulfill its obligations under the Contract.

Section 4.04. **Minimum Amounts.** For the purpose of calculating the minimum amount of each Annual Requirement for which Northlake is unconditionally liable, without offset or counterclaim, Northlake, during each Annual Payment Period, shall be deemed to have taken and used the minimum Demand for System treated water (regardless of whether or not such amount is or was actually taken or used) specified for Northlake in Exhibit B to this Contract.

Section 4.05. **Demand.** Northlake will be obligated to take or pay for the Demand specified in Exhibit B. For future increases in Demand above said amount, the District's standard policies and procedures shall apply. Such future increases in Demand may be made from time to time for any given Water Year, taking into account actual and projected usage.

Section 4.06. **Demand Meters.** As provided in the prior Customer Contract, a Demand meter (rate-of-flow controller) was installed by District as part of the cost of the Project. Such Demand meter will be used by District to regulate flow to Member and to limit the maximum flow to the Demand rate agreed to herein.

Section 4.07. **Changes in Demand.** Member shall give reasonable notice to District of anticipated changes in Demand requirements. Such notice shall be given at least six (6) months in advance if the requested change, when considered with other pending or contemporaneous requests, does not require construction of additional facilities. The Executive Director of the District may waive the six (6) month notice requirement for good cause shown. If construction of additional facilities is required, such advance notice as will be necessary to allow for financing, design and construction of the needed facilities shall be given by Member. To effect any such agreed changes in Demand, it may be necessary to amend this Contract.

Section 4.08. **Payment for Demand.** Initially, payment for Demand shall be based on the minimum Demand specified in Exhibit B. To assure sound finances for the District, Member agrees to take or pay for the initial Demand provided herein, plus any future increases in Demand requested or experienced by the Member. Member agrees to pay the total annual Demand charge for any increase in the agreed upon maximum Demand during a Water Year. For each Water Year, Member agrees to pay annual Demand charges based on (a) the current Water Year Demand, taking into account actual or projected usage or (b) the minimum Demand specified in this Contract or any amendment thereof, whichever amount is greatest. Until modified by mutual agreement, Member agrees to pay such Demand charge as may be required by this Contract or subsequent agreements, whether or not a Demand meter or rate-of-flow controller is installed or used for purposes of determining the Demand charge. The Demand for which Member is obligated to take or pay may not be reduced without approval by the Board.

Section 4.09. **Other Water Supplies.** Members and Customers are not obligated to secure all of their water supply requirements from the District, either initially or in the future. Nonetheless, the parties to this Contract desire to promote, achieve and maintain efficient System operation and to promote conservation of limited ground water resources. To that end, Member agrees to minimize the installation of new wells to withdraw additional underground water resources and to stabilize pumping from existing wells, if any. Further, if Member develops plans to seek future surface water supplies from an entity other than the District, Member agrees to give the District sixty (60) days written notice of such intention and to give the District an opportunity to address the needs or concerns so noticed. The acquisition of, or use of, water from other sources shall never obviate or reduce the obligations, duties and responsibilities of Member to make payments specified in this Contract and to secure the payment of Bonds issued pursuant to this Contract.

Section 4.10. **Resale.** Member hereby agrees that it will not sell water purchased from District to any person or entity outside Member's boundaries unless

Member has received prior written approval from the District. Approval to make retail sales to individual customers outside such boundaries may be granted by the Executive Director of the District. Approval to make wholesale sales for resale shall require the specific approval of the Board. In granting such authorization, District may establish the terms and conditions of the conveyance of such water including, but not restricted to, the setting of monetary rates for sale of such water and requiring a water Conservation plan and drought contingency plan as required by Section 4.19 of this Contract, which plans shall be subject to review and approval by the District. This provision applies to all water, whether initially conveyed to Member under this Contract, obtained from the water wells of Member or from other sources.

Section 4.11. **Other Contracts.**

(a) The District reserves the right to supply treated water from the System to Participating Members and other Customers under contracts similar to this Contract subject to appropriate minimum quantities as provided in Sections 4.04 and 5.05 hereof. Each contract with any other Customer shall comply with the requirements of this Contract, shall substantially restate the essential provisions of this Contract, and shall be structured to be similar hereto to the fullest extent applicable and practicable, with such additions or changes as are necessary to meet the actual circumstances, with the effect that each Customer will in effect adopt the provisions of this Contract, as supplemented and necessarily changed by its contract.

(b) It is further recognized and agreed that the District may sell treated water from the System to future Customers provided that all such sales of water from the System to such Customers shall not be unduly preferential or impair the capability of the District to fulfill its duties and obligations under this Contract. Such contracts to sell water may be on a parity with this Contract or may be subordinate to the prior rights of Member to water from the System.

(c) However, the District shall not obligate itself to sell or deliver raw or treated water from the System to a future Customer if, in the judgment and discretion of the District, such obligation would jeopardize the District's ability to meet its obligation to treat, transport and deliver treated water from the System to Participating Members or other Customers, including specifically Northlake.

(d) The parties hereto recognize and acknowledge that it is the policy and practice of the District that any other person that desires to receive service from the System shall contract directly with the District to become a Customer of the District. Any proposal to the contrary would be considered an exception to that policy. Accordingly, Member may enter into subcontracts with a town, another utility or other entity to provide wholesale water service only if approved in writing in advance by the District. If approved, no such transaction shall relieve the Member of its obligations to the District under the terms of this Contract.

Section 4.12. **Quality.** The water to be delivered by the District and received by Member shall be potable, treated water from the System. Member has satisfied itself that such water will be suitable for its needs. The District is obligated to treat such water according to standards of all State and Federal agencies having jurisdiction over water quality. The District and Member shall cooperate, each within its legal powers, in preventing, to the extent practicable, the pollution and contamination of the reservoirs and watersheds from which System water is obtained or delivered.

Section 4.13. **Points of Delivery.**

(a) District agrees to deliver water contracted by Northlake at the Points of Delivery delineated in Exhibit A attached hereto. Responsibility for the cost and construction of the initial delivery facilities is set forth in Special Provisions of this Contract.

(b) Any additional Point of Delivery shall be subject to approval by District. Unless otherwise mutually agreed to, Member shall be responsible for the design, construction and financing of facilities and for acquisition of any rights-of-way for additional or future Points of Delivery, including metering facilities, to receive water from the System. Plans, therefore, shall be submitted to District for written approval, and all designs, materials and specifications shall conform to District requirements. Member agrees that District has the right to make periodic inspections during the construction phase of such future or additional delivery facilities. Final acceptance of completed delivery facilities is subject to the written approval of District. Member agrees that after final inspection and acceptance of delivery facilities, Member will convey title for those facilities and rights-of-way in conjunction therewith to District. Upon conveyance of title to delivery facilities by appropriate instrument(s), District shall be responsible for operation and maintenance thereof.

Section 4.14. **Metering Equipment.**

(a) The District will furnish, install, operate, and maintain at its expense the necessary equipment and devices of standard type required for measuring the quantity of treated water delivered under this Contract from the System to Member through its Point of Delivery. Concerning additional Points of Delivery, provisions of Section 4.13 shall apply. Such meters and other equipment so installed shall remain the property of the District. The District shall inspect, calibrate, and adjust its meters at least annually as necessary to maintain accurate measurements of the quantity of treated water being delivered. Member shall have access to the metering equipment at all reasonable times for inspection and examination; but, the reading, calibration, and adjustment thereof shall be done only by employees or agents of the District. If requested, Member may witness such reading, calibration and adjustment of meters. All readings of meters will be entered upon proper books of record maintained by the District. Member may have access to said record books during normal business hours.

(b) Member may request, in writing, that the District calibrate any meter or meters in the presence of the Member. The District will make up to two (2) such calibrations in any fiscal year at no charge to Member. All requested calibrations in excess of two (2) will be made at the expense of the requesting Customer, except when the accuracy of the meter is beyond the limits of commercial accuracy in which case the District shall bear such expense. If, for any reason, any meter is out of service or out of repair, or if, upon any test, the percentage of inaccuracy of any meter is found to be in excess of commercial accuracy [which unless otherwise agreed to shall be considered to be plus or minus two percent ($\pm 2\%$)], registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if not ascertainable, then for a period extending back one-half ($\frac{1}{2}$) of the time elapsed since the date of the last calibration, but in no event further back than a period of six (6) months.

(c) Member may, at its option and its own expense, install and operate a meter (check meter) to check any meter installed by the District, but the measurement for the purpose of this Contract shall be solely by the District's meters, except as in this Section specifically provided to the contrary. All such check meters shall be of standard make, shall be installed in a location approved by the District, and shall be subject at all reasonable times to inspection and examination by any employee or agent of the District, but the reading, calibration, and adjustment thereof shall be made only by the Member, except during any period when a check meter may be used under specific written consent by the District for measuring the amount of treated water delivered from System, in which case the reading, calibration, and adjustment thereof shall be made by the District with like effect as if such check meter or meters had been furnished or installed by the District.

(d) If either party at any time observes a variation between the delivery meter or meters and the check meter or meters, if any such check meter or meters shall be installed, such party will promptly notify the other party, and the parties hereto shall then cooperate to procure an immediate calibration test and joint observation of any adjustment and the same meter or meters shall then be adjusted to accuracy. Each party shall give the other party forty-eight (48) hours' notice of the time of all tests of meters so that the other party may conveniently have a representative present.

(e) If for any reason any meters are out of repair so that the amount of water delivered cannot be ascertained or computed from the reading thereof, the water delivered through the period such meters are out of service or out of repair shall be estimated and agreed upon by the parties hereto upon the basis of the best data available. For such purpose, the best data available shall be deemed to be the registration of any check meter or meters if the same have been installed and are accurately registering. Otherwise, the amount of water delivered during such period may be estimated: (i) by correcting the error if the percentage of the error is ascertainable by calibration tests or mathematical calculation, or (ii) by estimating the quantity of delivery by deliveries during the preceding periods under similar conditions when the meter or meters were registering accurately.

Section 4.15. **Unit of Measurement.** The unit of measurement for treated water delivery from the System hereunder shall be 1,000 gallons, U.S. Standard Liquid Measure.

Section 4.16. **Access.**

(a) Member agrees to provide ingress and egress for District employees and agents to all its premises to install, operate, inspect, test, and maintain facilities owned or maintained by District within corporate or jurisdictional limits of Member.

(b) District agrees to provide ingress and egress for Member employees and agents to all premises under control of the District to install, operate, inspect, test, and maintain facilities, and read meters owned or maintained by Member.

Section 4.17. **Reporting Requirements.** Approximately sixty days after the end of each Annual Payment Period, Member shall furnish in writing to the District the following information:

- (1) The number of active domestic water connections currently served;
- (2) The number of commercial and business water connections currently served;
- (3) The number of water connections currently served which purchase 1,000,000 gallons or more per year, with name and location of each;
- (4) The number of gallons of water pumped from sources other than the District during the most recent Annual Payment Period;
- (5) An estimate of the projected annual water requirements from the System by Customer for each of the next five (5) years;
- (6) An estimate of Demand for the next Water Year.

The purpose of this provision is to permit the District to accumulate statistical data, which will enable it to plan for adequate service, and to facilitate plans for betterment and future facilities expansion.

Section 4.18. **Customer Advisory Council.**

(a) On an annual basis, the governing body of each Customer may appoint a member of its governing body or one of its employees as a member of the Customer Advisory Council for the Regional Treated Water System, which Council is hereby created and established. The Council may elect a chairman to help facilitate its activities. The Council shall consult with and advise the District and its staff with regard to the following matters pertaining to the District:

- (i) The issuance of Bonds;
- (ii) The operation and maintenance of the District and the System;
- (iii) Contracts for services to Customers;
- (iv) The District's Annual Budget, prior to its submission to the Board;
- (v) All other pertinent matters relating to operation of the District and the System; and
- (vi) Improvements and extensions of the System.

The Council shall have access to and may inspect at reasonable times all physical elements of the System and all records and accounts of the District pertaining to the System.

(b) The term of membership on the Council shall be at the pleasure of each governing body represented, respectively, and each member shall serve until replaced by such governing body. All expenses of the Council in discharging its duties under this Section shall be considered as an Operation and Maintenance Expense of the System.

Section 4.19. Water Conservation, Drought Contingency Plan.

(a) It is the policy of the District to prepare, adopt, and maintain a regional water Conservation plan that incorporates loss reduction measures and demand management practices to insure that the System's available water supply is conserved and used in an economically efficient and environmentally sensitive manner. Similarly, it is the policy of the District to prepare, adopt and maintain a drought and emergency contingency plan to protect and maintain an adequate water supply for Customer needs. Member agrees to cooperate fully in the implementation of the District's water Conservation, drought, and emergency contingency plans related to the District's wholesale service. Further, in coordination with the District's plans, Member agrees to adopt and enforce the District's plans or plans that are substantially similar thereto related to Member's retail service within its jurisdiction.

(b) Member agrees that District may limit or curtail water supplies or services pursuant to this Section, Section 4.02 or for other reasons in the public interest. Also, Member agrees to coordinate and cooperate with the District concerning the implementation of any action to conserve or otherwise limit or curtail water supplies in order to minimize adverse impact on System operation, on adequacy of service, and to promote public understanding of the need for and terms of such limitation or curtailment.

(c) The District shall administer its drought and emergency contingency plan referenced in paragraph 4.19(a) above for the general benefit of Customers, and to

otherwise protect and maintain an adequate water supply for Customer needs. From time to time, the District expects to issue advisories and to announce various stages for drought contingency as appropriate. For effective implementation of such advisories and contingency stages associated with drought or water supply circumstances, Northlake agrees to use its best efforts to take or implement the appropriate or indicated measures in cooperation with the District.

(d) Member acknowledges that the District has designed its water Conservation and drought contingency plans to result in the highest practicable levels of water Conservation and efficiency achievable within the District's physical and regulatory jurisdiction. Member will likewise design its water Conservation and drought contingency plans to result in the highest practicable levels of water Conservation and efficiency achievable within the Member's physical and regulatory jurisdiction.

(i) On a timely basis, Member further agrees to develop and implement water Conservation and drought contingency plans having strategies similar to those provided in the respective District plans that the District is implementing at the time, understanding that the District may amend or update its plans from time to time. Member agrees to submit its proposed Conservation and drought contingency plans, and future updates or revisions thereto, to the District for its review and approval prior to Member's implementation. The District will not unreasonably delay its review or withhold its consent to the Member's implementation of its plans. If the District determines, at its sole discretion, that a Member's water Conservation plan or drought contingency plan is not designed in such a manner that the plan will result in the highest practicable levels of water Conservation and efficiency achievable within the Member's physical and regulatory jurisdiction, Member agrees that the District's determination is a reasonable ground for the District to withhold its approval of the plan. It is mutually agreed that Member and District will use their best efforts to carry out their individual roles in implementing and administering the respective Conservation and drought contingency plans in a coordinated manner to fulfill the stated purposes of said plans and this Section.

(ii) If the District authorizes the resale of water pursuant to the provisions of Section 4.10 above, then the contract for resale of water at wholesale must include water Conservation requirements so that each such successive wholesale customer in the resale of the water will be required to implement water Conservation measures in a manner that is consistent with all regulatory terms and conditions applicable to the District and otherwise with the provisions of this Contract.

(e) To the extent the District imposes restrictions of general applicability to Customers, including rules relating to the curtailment or rationing of water delivery and availability, District agrees to impose such restrictions equitably and in a non-discriminatory fashion. Such rationing shall, within the limits permitted by law, be

done by the District on the basis of the relative actual total amount of water taken from the System by each Customer respectively during the most recent Water Year during which rationing among the Customers was not necessary.

Section 4.20. **Standards.** Member agrees to protect its storage and distribution system from cross connections under the specifications required by health standards of the State of Texas. Member agrees to provide air gaps for any ground storage and backflow preventers for any elevated storage receiving water from the System. Member agrees to provide internal storage sufficient to meet its emergency needs and to maintain a reasonable load factor for deliveries from the System.

Section 4.21 **Source of Water.** District may use any water resources available in the System to meet the needs of Member under this Contract.

ARTICLE V

Fiscal Provisions

Section 5.01. **Annual Requirements.** Subject to the terms and provisions of this Contract, the District will provide and pay for the cost of the acquisition, construction and improvement of the System and all System facilities, by issuing its Bonds in amounts which will be sufficient to accomplish such purposes. It is acknowledged and agreed that payments to be made under this Contract and similar contracts with other Customers and with Participating Members will be the primary source available to the District to provide the Annual Requirement. In compliance with the District's duty to fix, and from time to time to revise, the rates and charges for services of the System, the Annual Requirement may change from time to time. Each such Annual Requirement shall be allocated among the Members and other Customers as hereinafter provided, and the Annual Requirement for each Annual Payment Period shall be provided for in each Annual Budget and shall at all times be not less than an amount sufficient to pay or provide for the payment of:

(a) An "**Operation and Maintenance Component**" equal to the amount paid or payable for all Operation and Maintenance Expenses of the System; and

(b) A "**Capital Component**" equal to:

(i) the principal of, redemption premium, if any, and interest on, its Bonds, as such principal, redemption premium, if any, and interest become due, less interest to be paid out of Bond proceeds or from other sources if permitted by any Bond Resolution, and all amounts required to redeem any Bonds prior to maturity when and as provided in any Bond Resolution, plus the fees, expenses and charges of each paying agent/registrar for paying the principal of and interest on the Bonds, and for authenticating, registering and transferring Bonds on the registration books; and

(ii) the proportionate amount of any special, contingency or reserve funds required to be accumulated and maintained by the provisions of any Bond Resolution; and

(iii) an amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution; and

(c) An **“Operational and Maintenance Reserve”** in an amount deemed appropriate and necessary by the Board for Operation and Maintenance Expenses of the System and for capital improvements. Any such reserve shall be used as operating funds for Operation and Maintenance Expenses, for emergency expenses and a fluctuating reserve for additions to or shortfalls in the annual revenues of the System. The normal level of such reserve shall not exceed 25% of the annual Operation and Maintenance Expenses; however, the Board may authorize the reserves to be maintained at a higher level, especially if necessary for capital improvements, to respond to new regulatory requirements, or to facilitate operation and maintenance of the System.

(d) Other **“Special Reserves”** as determined by the Board for such purposes as “Rate Stabilization” or for “Capital Improvements”.

Section 5.02. **Annual Budget.** Each Annual Budget for the System shall always provide for amounts sufficient to pay the Annual Requirement. The Annual Budget for the System for all or any part of the Annual Payment Period during which the System is first placed into operation shall be prepared by the District based on estimates made by the District. On or before June 15 of each year, the District shall furnish to each Member and Customer a preliminary estimate of the Annual Payment required from each Member and Customer for the next following Annual Payment Period. Not less than forty days before the commencement of each Annual Payment Period, the District shall cause to be prepared as herein provided its preliminary budget for the System for the next ensuing Annual Payment Period. A copy of such preliminary budget shall be filed with each Participating Member and Customer for review before action by the Board. Any Participating Member or Customer may submit comments about the preliminary budget directly to the Board. The Board may adopt the preliminary budget or make such amendments thereto, as the Board may deem proper. The budget thus approved by the Board shall be the Annual Budget for the next ensuing Annual Payment Period. The Annual Budget may be amended by the District at any time to transfer funds from one account or fund to another account or fund so long as such transfer will not increase the total budget. The amount for any account or fund, or the amount for any purpose, in the Annual Budget may be increased through formal action by the Board even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only in the event of an emergency or special circumstances which shall be clearly stated in a resolution at the time such action is taken by the Board.

Section 5.03. **Payments by Member.**

(a) For the treated water services to be provided to Northlake under this Contract, Northlake agrees to pay, at the time and in the manner hereinafter provided, its proportionate share (Annual Payment) of the Annual Requirement. Northlake shall pay its part of the Annual Requirement for each Annual Payment Period directly to the District, in monthly installments in accordance with the schedule of payments furnished by the District, as hereinafter provided.

(b) Northlake shall pay its Annual Payment according to the minimum amounts respectively specified in Section 4.04 of this Contract and according to the actual volume of treated water taken. The District shall establish a price per MGD of Demand and per 1,000 gallons of water volume for purposes of determining the monthly payment to be made by each Member and Customer. Members and Customers shall pay a Demand charge in approximately equal monthly installments based on the minimum quantity specified in Exhibit B or upon a different quantity subsequently established by the District in accordance with Section 4.05. Such Demand charge shall be sufficient to cover the fixed cost portion of the Annual Requirement. Each Member and Customer shall pay a volume charge based on the actual volume of treated water delivered to each Member or Customer monthly. The volume charge shall be sufficient to cover the variable cost portion of the Annual Requirement and specifically the costs of raw water purchased and the variable costs associated with treating, pumping, transporting and delivering the water. The District reserves the right to combine the volume and Demand charge into a unified charge for the convenience of the District and its Customers, especially for short-term sales or for sale of small quantities.

Section 5.04. **Fiscal Policy.** It is hereby provided that in estimating costs for services, the District is specifically authorized, in its discretion, to include in such estimate of costs reasonable contributions to reserve funds or to assume that the Annual Payment Period may be a wet year which could cause revenues to be increased if the year is actually normal or dry. This fiscal policy is expressly approved by the Member and is deemed by the parties hereto to be beneficial in the fiscal management of the System, and will assure the timely availability of funds even under unexpected circumstances. Upon receipt during any Annual Payment Period of an amount sufficient to meet the then current Annual Budget of the System for the remainder of the then current Annual Payment Period, the District shall deposit subsequent revenues received into appropriate reserve or contingency accounts, unless otherwise specifically hereinafter provided in the event of unexpected or additional Annual Budget requirements. If there is a shortfall in revenues, the District may withdraw from the reserves, adjust the Annual Requirement, revise the payment schedule or do any combination thereof.

Section 5.05. **Minimum Payments.** It is agreed that if, during any Annual Payment Period, the estimated and/or actual metered volume of treated water provided by the System to Northlake is, for any reason whatsoever, less than any minimum amount prescribed by this Contract and the District, Northlake shall pay its Annual

Payment according to such minimum amount. However, if Northlake's estimated and/or actual metered amount of water is equal to or in excess of such minimum amount, its Annual Payment shall be calculated on the basis of estimated and actual volumes and Demands.

Section 5.06. **Redetermination of Annual Requirements.** Notwithstanding the foregoing, the Annual Requirement, and each Member's and Customer's share thereof (Annual Payment), may be redetermined, after consultation with each Member and Customer, at any time during any Annual Payment Period, to the extent deemed necessary or advisable by the District, if:

- (i) The District commences furnishing services of the System to a new Customer;
- (ii) Unusual, extraordinary, or unexpected expenditures for operation and maintenance expenses are required which are not provided for in the District's annual budget or reserves for the System;
- (iii) Operation and maintenance expenses of the System are substantially less than estimated;
- (iv) District issues Bonds which require an increase in the Capital Component of the Annual Payment; or
- (v) The District receives either significantly more or significantly less revenues than the amounts which are provided in the District's annual budget for the System.

If the Annual Requirement is redetermined, Member will be advised of the Adjusted Annual Payment.

Section 5.07. **System Revenues.** During each Annual Payment Period, all revenue derived from sales of System water shall be credited to and be used for paying part of the Annual Requirement in the manner determined by the District.

Section 5.08. **Prompt Payment/Disputed Bills.** Member hereby agrees that it will make payments required by this Contract to the District within 20 days of the date a bill for service is rendered. If Member at any time disputes the amount to be paid by it to the District, Member shall nevertheless promptly make such payment or payments; but, if it is subsequently determined by agreement or court decision that such disputed payments should have been less, or more, the District shall promptly revise and reallocate the charges in such manner that Member will recover its overpayment or the District will recover the amount due it. All amounts due and owing to the District by Member, or due and owing to Member by the District, shall, if not paid when due, bear interest at the rate of ten (10%) percent per annum from the date when due until paid.

Section 5.09. **Delinquent Bills.** The District shall, to the extent permitted by law, suspend the delivery of water from the System to any Member or Customer which remains delinquent in any payments due hereunder for a period of sixty (60) days, and shall not resume delivery of water while such Member or Customer is so delinquent. It is further provided and agreed that if Member should remain delinquent in any payments due hereunder for a period of one hundred twenty (120) days, and if such delinquency continues during any period thereafter, Member's minimum amount specified by Contract, shall be deemed to have been zero gallons during all periods of such delinquency, for the purpose of calculating and redetermining the percentage of each Annual Requirement to be paid by the non-delinquent Members and Customers; and, the District shall redetermine such percentage in such event on a basis so that the non-delinquent Members and Customers, collectively, shall be required to pay all of the Annual Requirement. However, the District shall pursue all legal remedies against any such delinquent Member or Customer to enforce and protect the rights of the District, the other Members and Customers, and the holders of the Bonds. The delinquent Member or Customer shall not be relieved of the liability to the District for the payment of all amounts which would have been due hereunder had no default occurred or the percentage had not been redetermined as provided in this Section. It is understood that the foregoing provisions are for the benefit of the holders of the Bonds so as to insure that all of the Annual Requirement will be paid by the non-delinquent Members and Customers during each Annual Payment Period regardless of the delinquency of a particular Member or Customer. If any amount due and owing the District by Member is placed with an attorney for collection, Member shall pay to the District all attorneys fees, in addition to all other payments provided for herein, including interest.

Section 5.10. **Updated Schedule of Payment.** If, during any Annual Payment Period, Member's Annual Payment is redetermined in any manner as provided or required in the foregoing Sections, the District will promptly furnish Member with an updated schedule of monthly payments reflecting such redetermination.

Section 5.11. **Service Areas.** For purposes of determining the Annual Requirement and for delivery of services, the District may maintain separate cost centers for specific service areas. However, the District may combine the cost of two (2) or more such service areas if, in the Board's judgment, such action would result in more equitable distribution of costs of the System or in the rendition of service to Customers.

ARTICLE VI

Miscellaneous Provisions and Special Conditions

Section 6.01. **Operation and Maintenance of System.** The District will continuously operate and maintain the System in an efficient manner and in accordance with good business and engineering practices, and at reasonable cost and expense. The District recognizes its right and duty to operate the various facilities of the System in the most prudent and economical manner for the benefit of all Customers.

Section 6.02. **Project Schedule.** It is the intent of the parties that the Project will be placed in operation as soon as practicable, and the District agrees to proceed diligently with the design and construction of the Project to meet such schedule, subject to the other terms and conditions in this Contract.

Section 6.03. **Permits, Financing and Applicable Laws.** It is understood that any obligations on the part of the District to acquire, construct, and complete the Project and other System facilities and to provide treated water from the Project and other System facilities to Member shall be: (i) conditioned upon the District's ability to obtain all necessary permits, material, labor, and equipment; (ii) conditioned upon the ability of the District to finance the cost of the Project and other System facilities through the actual sale of the District's Bonds; and (iii) subject to all present and future valid laws, orders, rules, and regulations of the United States of America, the State of Texas, and any regulatory body having jurisdiction.

Section 6.04. **Title to Water; Indemnification.** Title to all water supplied to Member shall be in the District up to each Point of Delivery, at which point title shall pass to the receiving Member or Customer, except that the District reserves the right of re-use of any wastewater treated effluent resulting from the use of the water supply made available pursuant to this Contract, to the extent authorized by the State of Texas. The District and Northlake agree to save and hold each other harmless, to the extent authorized by law, from all claims, demands, and causes of action which may be asserted by anyone on account of the transportation and delivery of said water while title remains in such party. Both Northlake and District agree to be responsible for their own respective negligent acts.

Section 6.05. **Payments Solely From Revenues.** The District shall never have the right to demand payment by Northlake of any obligations assumed by it or imposed on it under and by virtue of this Contract from funds raised or to be raised by taxes, and the obligations under this Contract shall never be construed to be a debt of such kind as to require Member to levy and collect a tax to discharge such obligation. Nonetheless, Member may make payments from its water and wastewater (sewer) system revenues, or from any other lawful source, including ad valorem taxes.

Section 6.06. **Operating Expenses.** Member represents and covenants that all payments to be made by it under this Contract shall constitute reasonable and necessary "operating expenses" of its combined waterworks and sewer system, as defined in Vernon's Ann. Tex. Civ. St. Article 1113, and that all such payments will be made from the revenues of its combined waterworks and sewer system or any other lawful source. Member represents and has determined that the treated water supply to be obtained from the System, including the Project and other System facilities, is absolutely necessary and essential to the present and future operation of its water system and that the System is the best long-term source of supply of treated water therefore, and accordingly, all payments required by this Contract to be made by Member shall constitute reasonable and necessary operating expenses of its respective system as described above, with the effect that the obligation to make such payments

from revenues of such system(s) shall have priority over any obligation to make any payments from such revenues (whether of principal, interest, or otherwise) with respect to all bonds or other obligations heretofore or hereafter issued by Member.

Section 6.07. **Rates for Water and Wastewater Services.** Member agrees throughout the term of this Contract to continuously operate and maintain its waterworks system, its wastewater (sewer) system or both, and to fix and collect such rates and charges for water services, wastewater (sewer) services or both to be supplied by its system or systems as aforesaid as will produce revenues in an amount equal to at least: (i) all of the expenses of operation and maintenance expenses of such system or systems, including specifically, its payments under this Contract, and (ii) all other amounts as required by law and the provisions of the ordinance or resolutions authorizing its revenue bonds or other obligations now or hereafter outstanding, including the amounts required to pay all principal of and interest on such bonds and other obligations.

Section 6.08. **Use of Funds and System.** The District covenants and agrees that neither the proceeds from the sale of the Bonds, nor the monies paid it pursuant to this Contract, nor any earnings from the investment of any of the foregoing, will be used for any purposes, except those directly relating to the System, and the Bonds as provided in this Contract; provided that the District may rebate any excess arbitrage earnings from such investment earnings to the United States of America in order to prevent any Bonds from becoming "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986 (the "Code") or any amendments thereto in effect on the date of issue of such Bonds. Northlake covenants and agrees that it will not use or permit the use of the System in any manner that would cause the interest on any of the Bonds to be or become subject to federal income taxation under the Code or any amendments thereto in effect on the date of issue of such Bonds.

Section 6.09. **Rights-of-Way.**

(a) Northlake hereby grants to the District without additional cost to the District, the perpetual use of the streets, easements, and rights-of-way under its control for the construction, operation, and maintenance of the System and the Project.

(b) Northlake agrees, that with prior written approval, District may use streets, alleys and public rights-of-way within Member's boundaries for pipeline purposes to provide water to Northlake or to other Customers without charges or tolls provided that District makes the necessary repairs to restore the streets, alleys or public rights-of-way used to their original condition.

(c) Northlake hereby consents to the District exercising its power of eminent domain, if necessary, to obtain property or rights-of-way within the boundaries of Northlake for the Project and the System.

(d) District shall coordinate with Northlake concerning the need for sites, easements or rights-of-way for future permanent transmission pipelines and other facilities for delivery of water from System to Northlake or other Participating Members or Customers, and Northlake shall make reasonable effort to obtain through its development, platting and zoning process such sites, easements or rights-of-way, that District may so request.

Section 6.10. **Use of Member Facilities.** The parties to this Contract, including specifically the District, desire to develop and operate the System in an efficient manner. To that end, the policy of the District is to encourage joint-use of facilities, including existing and future, pipelines, storage tanks and pump stations owned by and under the control of Customers wherever feasible and advantageous to the delivery of water from the System. The District agrees that if it proposes the joint use of such facilities and if a Customer agrees, then the Customer whose facilities will be used is entitled to fair and reasonable compensation for the use of facilities and for the service provided by the Customer to District. Further, it is agreed by all parties to this Contract that such compensation will be considered to be an Operation and Maintenance Expense of the System.

Section 6.11. **Unconditional Obligation to Make Payments.** Recognizing the fact that Northlake and other Participating Members and Customers urgently require the facilities and services of the Project and the System, and that such facilities and services are essential and necessary for actual use and for standby purposes, and recognizing the fact that the District will use payments received from Northlake and other Participating Members and Customers to pay and secure its Bonds, it is hereby agreed that Northlake shall be unconditionally obligated to pay, without offset or counterclaim, its proportionate share of the Annual Requirement, as provided and determined in this Contract (including the obligations for paying for "minimums" as described in Section 4.04 hereof), regardless of whether or not the District actually acquires, constructs or completes the Project or the System or is actually delivering water from the System to Northlake, or whether or not Northlake actually receives or uses water from the System whether due to Force Majeure or any other reason whatsoever, regardless of any other provisions of this or any other contract or agreement between any of the parties hereto. This covenant by Northlake shall be for the benefit of and enforceable by the holders of the Bonds as well as the District.

Section 6.12. **Insurance.** The District agrees to carry and arrange for fire, casualty, public liability, and/or other insurance, including self insurance, on the System for purposes and in amounts which, as determined by the District, ordinarily would be carried by a privately owned utility company owning and operating such facilities, except that the District shall not be required to provide liability insurance except to insure itself against risk of loss due to claims for which it can, in the opinion of the District's legal counsel, be liable under the Texas Tort Claims Act or any similar law or judicial decision. Such insurance will provide, to the extent feasible and practicable, for the restoration of damaged or destroyed properties and equipment, to minimize the

interruption of the services of such facilities. All premiums for such insurance shall constitute an Operation and Maintenance Expense of the System.

Section 6.13. **Future Capacity.** The Project and the System will include capacity in pipelines and certain other facilities for future needs of Members and Customers. Member agrees that it is in the best interest of both the District and Member to plan, acquire and construct the Project and System with excess capacity in anticipation of future increases in Member's requirements and in anticipation of future new Customers. Further, Northlake agrees that if the District executes a financial plan for the Project that includes participation by the State in future capacity costs and includes deferral of a portion of the costs to a future date, that Northlake will assume its respective share when due of such System cost so deferred as if Bonds had been issued during the initial construction of the Project. Subject to the terms of this Contract, the District reserves the right to contract with Members and other Customers for equitable participation in such future capacity in accordance with Section 4.11.

Section 6.14. **Special Provisions.** The parties hereto acknowledge and agree to the Special Provisions which are set forth in Exhibit C hereto, which Exhibit is incorporated herein for all purposes. The Special Provisions in Exhibit C of this Contract reflect circumstances or issues for this specific Member which may be different from those of other Customers and therefore constitute a modification of, or a requirement in addition to, the standard provisions otherwise contained in this Contract. If any provision of Exhibit C is different from or conflicts with the general provisions set forth in the main body of this Contract, the provisions of Exhibit C shall prevail.

ARTICLE VII

Standard Provisions

Section 7.01. **Force Majeure.** If by reason of force majeure any party hereto shall be rendered unable wholly or in part to carry out its obligations under this Contract, other than the obligation of Member to make the payments required under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "**Force Majeure**" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States or the State of Texas, or any civil or military authority, insurrection, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply, or on account of any other causes not reasonably within the control of the party claiming such inability.

Section 7.02. **Limitations and Conditions/Other Systems.** If the District determines that it will be necessary to participate with other parties in the construction of facilities in order to fulfill its obligations under this Contract, Member agrees that such participation is as much a part of the Project and System as if separate facilities were constructed by the District. Furthermore, any cost, rates, fees or charges applicable to pumping, transportation or treatment of water by others, and charges for other services rendered by other parties at the request of the District for the benefit of the Project and System shall constitute Operation and Maintenance Expense of the System as defined herein.

Section 7.03. **Term of Contract.** This Contract shall be effective on and from the Contract Date, and shall continue in force and effect for thirty (30) years or for such period of time that Bonds issued by the District for the Project or System remain outstanding, whichever period is greater; provided, however, the term of the Contract and the expiration date may be extended for a period not to exceed 20 years at the option of the Member, upon the mutual agreement of the Member and the District as to the terms and conditions. The District's obligation to provide the contracted for services shall commence from the date that the District gives written notice that the Project is operational and functional to treat and deliver treated water to Member. This Contract and its attachments constitute the sole agreement between the parties hereto with respect to the Project.

Section 7.04. **Contracting Parties.** This Contract shall be effective as to Northlake whether or not all parties who have previously executed contracts of a similar nature remain participants in the System. The "minimums" listed in Exhibit B shall remain the same as listed for Northlake, whether or not the District may agree to changes in minimums with other parties who are participants in the System.

Section 7.05. **Modification.** No change, amendment or modification of this Contract shall be made or be effective which will affect adversely the prompt payment when due of all monies required to be paid by Member under this Contract or any similar contract and no such change, amendment or modification shall be made or be effective which would cause a violation of any provisions of any Bond Resolution.

Section 7.06. **Addresses and Notice.** Unless otherwise provided herein, any notice, communication, request, reply or advice (herein severally and collectively, for convenience, called "**Notice**") herein provided or permitted to be given, made or accepted by any party to any other party must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid telegram when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner described above shall be conclusively deemed to be effective, unless otherwise stated herein, from and after the expiration of three days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be

notified. For the purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to the District, to: Executive Director
Upper Trinity Regional Water District
P. O. Drawer 305
Lewisville, Texas 75067

If to Northlake, to: Town Administrator
Town of Northlake
P. O. Box 729
Northlake, Texas 76247

The parties hereto shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other parties hereto.

Section 7.07. **State or Federal Laws, Rules, Orders or Regulations.** This Contract is subject to all applicable Federal and State laws and any applicable permits, ordinances, rules, orders and regulations of any local, state or federal governmental authority having or asserting jurisdiction; but, nothing contained herein shall be construed as a waiver of any right to question or contest any such law, ordinance, order, rule or regulation in any forum having jurisdiction.

Section 7.08. **Remedies Upon Default.** It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by any party hereto and shall be cumulative. However, recognizing that the District's undertaking to provide and maintain the services of the System is an obligation, failure in the performance of which cannot be adequately compensated in money damages alone, the District agrees, in the event of any default on its part, that Member shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available. Recognizing that failure in the performance of Member's obligations hereunder could not be adequately compensated in money damages alone, Member agrees in the event of any default on its part that the District shall have available to it the equitable remedy of mandamus and specific performance in addition to any other legal or equitable remedies (other than termination) which may also be available to the District. Notwithstanding anything to the contrary contained in this Contract, any right or remedy or any default hereunder, except the right of the District to receive the Annual Payment which shall never be determined to be waived, shall be deemed to be conclusively waived unless asserted by a proper proceeding at law or in equity within two (2) years plus one (1) day after the occurrence of such default. No waiver or waivers of any breach or default (or any breaches or defaults) by any party hereto or of performance by any other party of any duty or obligation hereunder shall be deemed a waiver thereof in the future, nor shall any such waiver or waivers be deemed

or construed to be a waiver of subsequent breaches or defaults of any kind, character or description, under any circumstance.

Section 7.09. **Severability.** The parties hereto specifically agree that in case any one or more of the sections, subsections, provisions, clauses or words of this Contract or the application of such sections, subsections, provisions, clauses or words to any situation or circumstance should be, or should be held to be, for any reason, invalid or unconstitutional, under the laws or constitutions of the State or the United States of America, or in contravention of any such laws or constitutions, such invalidity, unconstitutionality or contravention shall not affect any other sections, subsections, provisions, clauses or words of this Contract or the application of such sections, subsections, provisions, clauses or words to any other situation or circumstance, and it is intended that this Contract shall be severable and shall be construed and applied as if any such invalid or unconstitutional section, subsection, provision, clause or word had not been included herein, and the rights and obligations of the parties hereto shall be construed and remain in force accordingly.

Section 7.10. **Venue.** All amounts due under this Contract, including, but not limited to, payments due under this Contract or damages for the breach of this Contract, shall be paid and be due in Denton County, Texas, which is the County in which the principal administrative offices of the District are located. It is specifically agreed among the parties to this Contract that Denton County, Texas, is the place of performance of this Contract; and in the event that any legal proceeding is brought to enforce this Contract or any provision hereof, the same shall be brought in Denton County, Texas.

IN WITNESS WHEREOF, the parties hereto acting under authority of their respective governing bodies have caused this Contract to be duly executed in several counterparts, each of which shall constitute an original, all as of the day and year first above written, which is the Contract Date.

UPPER TRINITY REGIONAL WATER DISTRICT

By: _____
Kevin Mercer, President, Board of Directors

ATTEST:

Mike Fairfield, Secretary, Board of Directors

(DISTRICT SEAL)

APPROVED AS TO FORM AND LEGALITY:

John F. Boyle, Jr., Counsel for the District

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

APPROVED AS TO FORM AND LEGALITY:

Counsel for the Town

**EXHIBIT A
TOWN OF NORTHLAKE
APPROXIMATE POINT OF DELIVERY**

The provisions of this Exhibit A form a part of the Contract and are applicable to the District and to Northlake as if set forth in their entirety in the body of the Contract.

Points of Delivery:

Point of Delivery No. 1. The District will deliver treated water from the System to Northlake to a point that is mutually convenient for Northlake and District. Point of Delivery No. 1 is located on the north side of FM 407 approximately 2,500 feet west of Interstate Highway 35W, generally as outlined on page 2 of this Exhibit A. Said Point of Delivery was installed by the District as part of the Project.

Point of Delivery No. 2. Northlake has previously requested, and the District has approved, a second Point of Delivery south of FM 407 and east of Interstate Highway 35W, generally as outlined on page 2 of this Exhibit A. Northlake is responsible for paying all costs to design and construct said Point of Delivery, and any needed delivery pipeline, generally in accordance with Section 4.13 and Exhibit C of this Contract. Point of Delivery No. 2 and the associated delivery pipeline from the District's major water transmission pipeline to said Point of Delivery shall be located in easements or on fee-owned property granted by or on behalf of Northlake to the District, at no cost, with rights of ingress and egress acceptable to the District.

Service Area:

The area within Northlake (and the separate MUD area authorized in Section 7 of Exhibit C) for which Northlake plans to utilize water from the District is outlined on page 3 of this Exhibit A. The District and Northlake agree that Northlake may modify said service area from time to time, after coordination with the District, to meet the future water needs within its entire service area.

**EXHIBIT A
TOWN OF NORTHLAKE**

Page 2 of Exhibit A

(Map of Points of Delivery to be provided by Town's Consulting Engineer)

Page 3 of Exhibit A

(Map of Service Area within Northlake to be provided by Town's Consulting Engineer

Note

Upon mutual agreement of the District and Northlake, an updated Exhibit A may be substituted for this Exhibit A.

EXHIBIT B TOWN OF NORTHLAKE

MINIMUM AMOUNT OF SYSTEM CAPACITY (DEMAND) BEING COMMITTED FOR TOWN OF NORTHLAKE IN ACCORDANCE WITH SECTION 4.04 OF CONTRACT

The provisions of this Exhibit B form a part of the Contract and are applicable to the District and to Northlake as if set forth in their entirety in the body of the Contract. The following quantities constitute Minimum Demand in accordance with Section 4.04 of the Contract.

Participating Member
Town of Northlake

Minimum Demand (MGD)
1.3 MGD

In recognition of the fact that the District has constructed pipelines, treatment facilities and other elements of the System with current capacity and expected future capacity to serve a greater Demand than provided above, it is hereby agreed by Northlake that the Minimum Demand may be increased as necessary to meet Northlake's future peak needs from time to time according to the provisions of the Contract.

Northlake agrees that it will plan and operate its water distribution system to utilize water from the District for the northern portion of Northlake's service area, generally as outlined in Exhibit A. Said "northern portion" of Northlake's service area shall include the area generally north of Denton Creek plus any area south of Denton Creek that can be served efficiently and conveniently, considering the applicable pressure planes of Northlake's Water distribution system. Further, as said portion of its service area is developed, Northlake will provide for an orderly increase in usage of water from the System.

Notwithstanding the foregoing, Northlake hereby commits to the District to secure at least two-thirds of its future water supply needs from the District.

EXHIBIT C

SPECIAL PROVISIONS FOR TOWN OF NORTHLAKE

The provisions of this Exhibit C form a part of the Contract and are applicable to the Upper Trinity Regional Water District (the "District") and to Town of Northlake ("Northlake") as if set forth in their entirety in the body of the Contract. If any provision of this Exhibit C conflicts with the general provisions in the main body of the Contract, the provisions of this Exhibit C shall prevail.

1. **Security Deposit.** Northlake previously deposited \$288,000 with the District as a security deposit to be available to the District as additional security for Northlake's obligation under its previous Participating Customer Contract. In the event Northlake fails to make any required payment on a timely basis pursuant to the Contract, District may use the security deposit to make said payment(s), pending receipt of the required payment(s) from Northlake. Reimbursement of Northlake's security deposit shall depend on Northlake establishing a dependable stream of utility revenue from retail customers actually connected to Northlake's water distribution system. As of the Contract Date, Northlake is current with all its required payments to the District. Northlake hereby agrees to submit appropriate documentation within sixty (60) days of the Contract Date to the District as to adequacy of said revenues, which documentation shall be verified by the District. Upon the District being satisfied that a dependable stream of utility revenue exists and can be reasonably relied upon to meet Northlake's obligations under the Contract, the District shall reimburse the security deposit to Northlake, including any accrued interest, less any amount (if any) previously used to make payment(s) under the Contract.

2. **Phases for Providing Service.** Recognizing Northlake's unique location, Northlake has requested the District provide water service to the two Points of Delivery outlined in Exhibit A of this Contract.

(a) After an initial period of limited service and after completion of the Project, the District is now providing regular service to Northlake at its designated Point of Delivery No. 1. To enable the most effective and safe delivery of wholesale water to Customers, it is necessary and advisable for a wholesale Customer receiving service from the District's transmission system to install certain facilities: (1) a storage tank to receive the water through an air gap, (2) a pump station to allow the Customer to deliver the water into its distribution system and (3) facilities to enable Customer to add disinfectant to the water as necessary to maintain disinfectant levels required by regulatory agencies. Design, construction and operation of such facilities are the responsibility of each respective Customer, including Northlake. Regular Service from the District will be provided through a standard air gap into Northlake's ground storage tank at each of its delivery points described in Exhibit A herein. Responsibility to comply with applicable requirements of Texas Commission on Environmental Quality concerning pressure and storage shall remain with Northlake.

(b) Pursuant to the Contact, Northlake is proceeding with the construction of a second Point of Delivery on the east side of IH 35W adjacent to the District's Southwest Pump Station, including the necessary delivery facilities described above, including a meter, SCADA equipment and rate-of-flow controller to measure, monitor and control the amount of water taken at said delivery point. Point of Delivery No. 2 will provide treated water service to Northlake's retail customers east of IH 35W. Pending installation of said facilities, the District agrees to use its best efforts to deliver treated water at distribution pressure for a period not to exceed two (2) years, or until Northlake has constructed the facilities for Point of Delivery No. 2 described herein, whichever occurs first. Northlake has previously installed a temporary connection, including a meter and other associated appurtenances, and is receiving water from the District at distribution pressure. The District does not warrant that available pressure in its transmission facilities is adequate or reliable for Northlake's distribution needs. Northlake is responsible for installing, operating and maintaining any facilities necessary to maintain adequate pressure and reliability with its retail distribution system. Said temporary connection shall be disconnected by Northlake once regular service to Point of Delivery No. 2 is available.

3. **Construction of Certain Facilities by Northlake.** Notwithstanding other provisions of this Contract, Northlake shall be responsible for the design and construction of: (1) the delivery pipeline from the District's Southwest Pump Station to its Point of Delivery No. 2, and (2) for the Point of Delivery No. 2 as described herein.

(a) Northlake shall be responsible for the design and construction, including costs thereof, for the delivery pipeline, and Point of Delivery, including metering facilities and associated appurtenances and SCADA equipment. Said design shall be completed according to District standards and generally accepted engineering practices. Before the new Point of Delivery and delivery pipeline may be constructed by Northlake, the final plans and specifications shall be submitted to the District for review and approval, which approval shall not be unreasonably withheld or delayed. Northlake shall be responsible for field engineering and other activities to assure said new Point of Delivery and delivery pipeline are constructed according to said plans and specifications. The District shall have the right of final acceptance or rejection of completed work. Upon completion of construction and final acceptance by the District, fee simple ownership of the new Point of Delivery and delivery pipeline (including metering facilities and associated appurtenances and SCADA equipment) shall be vested in the District without any further action by the parties. Northlake may install its own SCADA equipment at the metering facilities to enable it to monitor the water flow through the meter.

(b) The District will incur certain limited costs related to Northlake's design and construction of the new facilities for Point of Delivery No.2 as specified herein, which costs include engineering, inspection and coordination services. Northlake agrees to reimburse to the District its actual costs, which amount shall not exceed \$15,000.00, except with prior written approval of both parties. Accordingly, within sixty

(60) days of completion of the new facilities (the delivery pipeline, new Point of Delivery, and metering facilities), Northlake agrees to reimburse said cost to the District.

4. **Convey Easements.** Northlake agrees to convey without cost to District any easements (or fee property), with rights of ingress and egress, necessary for District to operate and maintain the delivery pipeline and Point of Delivery No. 2. Said easements or property shall be conveyed prior to final acceptance of the facilities by the District. If the delivery pipeline and the Point of Delivery No. 2 are to be located on property not owned by Northlake, it shall be the responsibility of Northlake to obtain, without cost to District, said easement (or property) for the delivery pipeline and for the Point of Delivery No. 2. Said easement(s) shall be for the exclusive use of District and shall be conveyed using the District's standard easement documents. To enable Northlake to plan for and to install public improvements within its boundaries, District will not unreasonably deny Northlake the right to cross easements of the District with roads, pipelines and utility easements in accordance with standards of the District.

5. **Right-of Way Costs.** In order to extend the System and provide water service to Northlake, the District has constructed a major water transmission pipeline from the vicinity of US Highway 377 to FM 407, plus an associated pump station. Northlake assisted the District in acquiring the necessary right-of-way for said facilities. As provided in the previous Participating Customer Contract, Northlake agreed to pay thirty percent (30%) of the cost of the right-of-way for said extension of the water transmission pipeline. Northlake's proportionate share of the cost for said right-of-way is \$59,237.70. Northlake agrees to pay said amount to the District within sixty (60) days after Contract Date.

6. **Minimum Usage.** To help enable efficient operation and use of the System, Northlake hereby agrees to use water at a minimum rate as herein specified. For each Water Year during the life of this Contract, Northlake agrees to use a minimum daily volume of water from the System equal to twenty percent (20%) (or such lesser percentage that may be established by the District from time to time) of the highest peak demand actually taken from the System in the immediately preceding five (5) Water Years, or the actual volume needed to meet total requirements of that portion of Northlake's retail water system served with water from the District, whichever amount is least.

7. **Special Purpose Districts.** District acknowledges that one or more fresh water supply districts, municipal utility districts, or similar special purpose districts may be established within Northlake's corporate limits or service area to receive or provide retail water service pursuant to this Contract. However, the District and Northlake agree that Northlake shall own and be responsible for operation of all retail water facilities within any such district established within its service area.

(a) **Water Service for MUD.** Northlake may be requested in the future by Canyon Falls Municipal Utility District No. 1 of Denton County ("MUD") to make available treated water service to the MUD, using water purchased under this Contract.

The MUD is adjacent to, but not within, the corporate limits of Northlake, and consists of approximately 173 acres of land located east of Interstate Highway 35W. Said MUD holds an appropriate Certificate of Convenience and Necessity issued by TCEQ, or will obtain such CCN prior to water service being provided, authorizing the MUD to provide water service within its boundaries. Also, the MUD is located adjacent to the District's major water transmission pipeline extension to FM 407; and, it is feasible for Northlake to serve said MUD from its planned Point of Delivery No. 2. Subject to the provisions of this Contact, the District agrees to provide capacity in the System if requested by Northlake, for Northlake to provide retail water service within the MUD in the future. Northlake is hereby authorized to construct or contract for the necessary facilities to enable it to provide future retail service to residents and other retail customers within the MUD and for purposes of Section 4.10 of the Contract, the District is hereby deemed to have approved such retail service, if any, by Northlake to retail customers within the MUD. Service from the System by Northlake to the MUD shall be conditioned on the MUD not being within an area for which someone other than the MUD holds an exclusive water CCN issued by TCEQ.

(b) Contract for Operations. Notwithstanding the preceding provisions of this Section for Northlake to "own" all retail water facilities in any such special district, Northlake may elect to allow the MUD to retain ownership of retail water distribution facilities within the MUD, subject to a proper contract between the MUD and Northlake for Northlake to operate and maintain the MUD's retail distribution system and for such other services mutually agreed by Northlake and the MUD. In regard to such agreement(s), Northlake hereby covenants and agrees that it will not use or operate said retail distribution system, or permit the use or operation of said system or of the District's System in any manner that could cause the interest on any of the District's Bonds to be or to become subject to federal income taxation under the Internal Revenue Code of 1986 or any amendments thereto in effect on the date of issue of such Bonds.

(c) Approval of Operating Contracts. Northlake agrees that in regard to an agreement with the MUD for operation and maintenance of the MUD's water distribution system, it will comply with the Internal Revenue Code pursuant to Qualified Management Contracts. Further it will enter into such agreement(s) only after written approval by the District and its Bond Counsel concluding that the proposed operating agreement will not adversely affect the tax exempt status of the District's Bonds, notes, and other obligations. For its review and approval, Northlake agrees to provide to District any new or amended agreement or contract to operate said water system. Any new or amended agreement(s) or contract(s) for operations of the MUD's water distribution system shall require Northlake to comply with State of Texas guidelines. Specifically, it may be necessary to install an elevated storage tank during the course of development within the boundaries of the MUD.

(d) The District has an interest in assuring that the rates charged to residents and other retail customers within the MUD are reasonable. Accordingly, under any herein authorized arrangement for retail water service within the MUD, the retail rates

for water service within the MUD may not exceed one hundred and fifty percent (150%) of similar rates for water service provided by Northlake within its boundaries.

(e) As a condition of the District authorizing service hereunder to the MUD, and in consideration of Northlake's potential future Point of Delivery No. 2 as provided in this Contract, Northlake will reimburse or cause the MUD to reimburse to the District the District's cost of the necessary rights-of-way (less the amount paid by Northlake as required in Section 5 herein) through the MUD's service area in order for the District to extend the water transmission pipeline constructed as part of the Project through the MUD to FM 407.

(f) Northlake shall coordinate with the MUD regarding its initial and future water supply needs. If at any time, the MUD needs additional water (Demand) from Northlake, which additional Demand would require the District to construct additional facilities, Northlake shall be responsible for all costs incurred by the District to enable such additional service.

If during the term of the Contract, Northlake desires to serve any other areas outside Northlake not provided herein, prior approval by the District is required, generally according to Section 4.10 of the Contract. Any such approval would require a determination that such additional service is in the best interest of the District, that the requested service is feasible; and, that adequate capacity in the System is available to provide such service.

8. **Standards/Specifications.** As a condition of receiving water under this Contract, Northlake agrees to design, construct, operate and maintain its water distribution system to generally accepted municipal standards and applicable specifications published by North Central Texas Council of Governments. All pipelines shall be minimum six (6) inch diameter with sufficient capacity for normal fire flow conditions of a city. Further, pipes, valves and fittings shall conform to applicable specifications of American Water Works Association. Storage shall be provided as necessary to comply with State of Texas guidelines. Specifically, it may be necessary to install an elevated storage tank(s) during the course of development within the boundaries of Northlake.

9. **Master Plans.** Northlake agrees to maintain master plans for its water system within its service area. To that end, Northlake agrees to provide the District with an initial copy of such plans, and to provide updated master plans for both water and wastewater at least every five years.

10. **Planning for Growth.** It is mutually agreed that the Project was designed for reasonable growth projections of Northlake. However, if Northlake should require additional water supply in the future that is beyond the capacity of the Project constructed pursuant to the Contract, Northlake will coordinate with the District and will give sufficient notice to allow the necessary facilities to be planned, financed and constructed by the appropriate party.

11. **Coordination of Needs.** Northlake agrees to coordinate its water needs with the District and to give the District a timely opportunity to meet Northlake's water supply requirements, and to minimize the installation of wells. Accordingly, Northlake agrees to purchase all of its future water supply requirements from the District, except to the extent that Northlake uses water from its existing groundwater wells or purchases treated water from the City of Fort Worth. It is hereby agreed by Northlake that the Minimum Demand shall be increased as necessary to meet Northlake's actual peak needs from time to time according to the provisions of the Contract. **Notwithstanding the foregoing, Northlake hereby commits to the District to secure at least two-thirds of its future water supply from the District.**

12. **Expansion of System/Easements / Utility Corridors.** District plans to expand the System to serve additional customers in western Denton County, including the Town of Ponder. District agrees; when it so extends the System, to use a special utility corridor along Florence Road if Northlake has designated such corridor by time of need, and Northlake will make such corridor available to District at no cost to District to install future water pipeline(s). In the alternative, Northlake agrees to use its best efforts in conjunction with platting and service agreements for future development activity to require dedication of needed rights-of-way (minimum 15-foot wide easement) along Florence Road for exclusive use by District.

13. **Watershed Protection.** To help protect the quality of water supply in downstream creeks and lakes, Northlake agrees to support the District's watershed protection program by protecting natural riparian lands within Northlake's boundaries.

(a) Northlake agrees to participate in and support the District's efforts to implement activities for a regional watershed protection program. Elements of a program may include methods to reduce the amount of pollutants from entering the watershed, ways to limit the amount of sediment being transported to local water supply sources, dedication of greenbelts along drainage ways and through public education activities. As part of the public education element, Northlake agrees to assist the District by installing the District's watershed signs along roadways near creeks and streams within the boundaries of Northlake.

(b) Further, as part of the watershed protection program identified above, Northlake agrees to adopt reasonable standards and requirements pursuant to District guidelines for developers within Northlake's service area to set aside natural riparian lands to be used as greenbelts or conservation easements in developments authorized by Northlake. Pursuant to such reasonable requirements adopted by Northlake, Northlake will require or seek dedication of said greenbelts or easements in perpetuity. Said greenbelts and easements shall be under the control of and administered by Northlake, a local homeowners association or appropriate conservation entity. To the extent practicable, Northlake agrees to arrange for such parcels to be left largely in their natural state, but may be used for multiple purposes, such as buffer zones, utility easements, hiking or jogging trails, wetlands, stormwater retention or for other conservation purposes. Further, the District has created a non-profit conservancy, the

Upper Trinity Conservation Trust, to assist participating entities, landowners and developers in preservation and protection of watersheds for the District's water supply sources.

14. **Wastewater Control.** Northlake will cooperate with and support the District's program to prevent pollution of surface waters through an effort to upgrade the design, construction, operation and maintenance of on-site wastewater treatment systems (generally referred to as septic tanks). To that end, Northlake affirms that it has developed, or will develop, a regulatory program in compliance with State regulations for regular inspection and maintenance of on-site treatment facilities now existing or later installed in Northlake's service area, which program Northlake will continue to enforce. It is recognized that Northlake has a contract for wastewater treatment services with the Trinity River Authority. Accordingly, Northlake hereby agrees to support and enforce the most stringent standards applicable, whether of the Trinity River Authority or of the State of Texas wastewater control requirements.

15. **Public Health Rules.** If Northlake receives notice from the District, the County or any regulatory agency having jurisdiction that one of its water customers is not in compliance with public health or water quality rules, Northlake agrees to terminate water service to that customer, if necessary, to achieve compliance with such rules or notice.

16. **Water Re-Use.** The right of re-use of treated effluent is reserved to District pursuant to Section 6.04 of the Contract. However, District is aware that Northlake has contracted with Trinity River Authority for the treatment of its wastewater. Accordingly, the District acknowledges that any use or reuse by District of the treated effluent resulting from Northlake's wastewater flow shall depend on arrangements to be made by District pursuant to any applicable permit authorized by the State.

17. **Lake Ralph Hall.** Recognizing that Northlake is depending on the District to provide its current and future water supply needs, Northlake does hereby express its full support for the Lake Ralph Hall water supply project, and will endeavor to promote the new water supply source as a valuable and strategic resource that will serve the long-term needs of this region, including helping to assure the adequacy of water supply for Northlake.

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary

Date: May 10, 2018

Re: Northlake Economic Development Corporation (EDC) and Community Development Corporation (CDC) Director Resignations and Potential Appointments

Two directors on the Northlake Economic and Community Development Corporations' Boards have resigned. Specifically, Mike McBride from the EDC, and Michael Ganz from the CDC.

Below is the current board structure with term expiration dates. There are no limit term limits for either board.

EDC Board of Directors (Term Expires)	CDC Board of Directors (Term Expires)
Laura Montini (May 2018)* - President	Jeff Mewhirter (May 2019)* - President
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)*
Victor Rivera (May 2018)	Vicki Parsons (May 2018)*
Linda King (May 2019)*	Bo Roberts (May 2018)*

* denotes Northlake resident

We have recently received applications from two individuals who wish to become involved on one of the boards. The applications of Andrea Richardson and William Moore are attached. Richardson resides in Canyon Falls and Moore in Prairie View Farms.

Please contact me at 940.242.5701 if you have any questions prior to the council meeting.

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Monday, March 05, 2018 4:12 PM
To: Nathan Reddin
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

Name: William ``Bill`` Moore

Address: 1516 Flanagan Farm Dr

City, State and Zip: Argyle, (Northlake) TX 76226 Home Phone: (785) 640-6611 Work Phone:

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: Served on the Shawnee County Kansas Eco-Devo Board.

Served on the State of Kansas Eco-Devo Board.

International Business Representative for IBT and Contract Negotiations Chair.

Studied Journalism and Psych at Kansas State and Washburn University in Kansas Explain why you would like to serve on this board, commission, or advisory group.: I enjoyed the prior opportunities in my old home state. After my ``job`` took more travel I had to leave those boards, but we moved here to Texas, I retired the 30th of January, 2018 and we moved in here on 20 Dec 2017. I am now done with all the work of moving and wanting to help my community in any way possible. I believe my experience and shown ability to work with other leaders will allow me to provide elements of success to the entire Board and Community.

Do you have any potential conflicts of interest?: No. I moved here from Topeka Kansas. IT is a city of about 125K pop. I enjoyed living on 3 acres up there and not being confined but yet having good services and other lifestyle pluses.

I would like to see the same feeling while continuing to live here.

Explain any related experience you may have.: Before we elected to move to this spot, I drove a total of 800 miles between Bartonville on the East, Haslet on the south, Boyd on the West and Ponder on the North. After that several month review, we chose to build what we envision as our final home right here in Northlake at Prairie View Farms.

I would feel I forgot something if I did not compliment those at the Northlake Office for their helpfulness to new arrivals.

What do you feel you have to offer this group?: I believe there can be a stronger attention given to the Builders and Developers as they build and interface with the already established Northlake Homeowners. This alone would reduce the objections I have already heard about the builders, their trucks and the road damage and travel challenges.

Being retired I have the time to work on behalf of the entity that I may get accepted by to help them to move easier toward their goals.

My history of negotiating over 200 Large Company contracts gives me an understanding of the good and bad of different types of companies as well as knowledge of their needs and the needs of the community while interfacing with any new potential company coming to Northlake.

I have two daughters and families (4 Grandchildren) in Canyon Falls, who enjoy the openness of the Northlake area and we want them to continue to come here as often as they wish.

We first moved from Kansas to Eagle Mountain lake and we saw what ``rejection`` was exhibited by the long time local homeowners to the very rapid house building by the hundreds and the devastation of their commute roads etc.

I believe I am in a place where I can understand and address the requests of our Northlake homeowners.

As with any Public leadership position, not every answer is `pleasing` but if informed and the answer has some empathy, the exchange is better received. Like negotiations I think we all look for Win-Win when it is possible.

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

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Sunday, May 06, 2018 4:58 PM
To: Nathan Reddin
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

Name: Andrea Richardson

Address: 3918 Applewood Ln

City, State and Zip: Northlake, TX 76226 Home Phone: (817) 999-8548 Work Phone:

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: I am currently a stay at home mom but former educator. I have a BA in English from Texas A&M University and a Masters of Education - Leadership from Lamar University. I taught for 14 years before moving abroad for 5 years.

Explain why you would like to serve on this board, commission, or advisory group.: I have a passion for education and community. Although I have not served in this particular capacity, I have served in various leadership roles and have the ability to listen to all parties involved and look at matters objectively. I love my Canyon Falls community and would like to help our interests be met, as well as other communities. Having lived abroad for 5 years, I learned to have compassion and objectivity for diversity, while integrating into a new community and culture. I feel this is the greatest asset I can bring to the board.

Do you have any potential conflicts of interest?: No, not that I can see.

Explain any related experience you may have.: Again, I don't have specific economic board experience, but I feel my life experiences have prepared me and taught me objectivity and how to assimilate well into a group.

What do you feel you have to offer this group?: I feel I have a new objective pair of eyes and ears to bring to the group. Having and knowing little of all the history of Northlake is actually a good thing!

This person selected the following option(s).

-Northlake Economic Development Corporation (EDC)

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Executive Session

Agenda Item 9