

1. Agenda

Documents:

[06-14-2018 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[06-14-2018 COUNCIL PACKET.PDF](#)



Peter Dewing, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town of Northlake
Council Agenda
Thursday, June 14, 2018 at 5:30 pm
Chamber Room
1400 FM 407 –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, June 14, 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. Presentation of Donation of a Flag Retirement Box by John Amarante, Boy Scout Troop 280
3. Briefing Items
 - A. Update on Pecan Square Development by Fred Balda, President, Hillwood Communities
 - B. Update on Northwest ISD by Dr. Ryder Warren, Superintendent
 - C. Update on Northwest Metroport Chamber of Commerce by Sally Aldridge, President & CEO
 - D. Preliminary Budget for Fiscal Year 2018-2019
4. Call Regular Meeting to Order
Pledge of Allegiance-Moment of Silence
5. Public Input
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6. Consent Items
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 - E. Consider for approval the Town Council meeting minutes of May 10, 2018
 - F. Consider for approval a resolution declaring the results of a General Election held on May 5, 2018 for the purpose of electing three residents to Places 1, 2, and 3 for a two-year term each (Resolution No. 18-14)
 - G. Consider for approval a resolution declaring certain personal property owned by the Town to be surplus property and authorize the Town Administrator to dispose of such property (Resolution No. 18-15)
 - H. Consider for approval a resolution approving the Town of Northlake Investment Policy (Resolution No. 18-16)

7. Regular Items

- I. Consider for approval an appointment of a Mayor Pro Tem for a one-year term
- J. Consider for approval an ordinance amending Ordinance No. 14-0626A being a Mixed-Use Planned Development zoning district; amending the western boundary of the zoning district by rezoning certain property in the Town of Northlake as described in Exhibit A and revising the official zoning map in accordance therewith; being more particularly described as a 2.07 acre tract of land, to be rezoned from Rural Residential (RR) to Mixed-Use Planned Development (MPD); and a 2.40 acre tract of land, to be rezoned from MPD to RR, located in the Patrick Rock Survey, Abstract No. 1063, in the Town of Northlake, Denton County, Texas (Heritage Fields MPD Amendment for boundary adjustment)
 - i. Public Hearing
 - ii. Ordinance No. 18-0614A
- K. Consider for approval a Final Plat of Lot 1, Block A, Alliance Northport Addition, a one-lot phase of the proposed Alliance Northport development, being a 56.345-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-18-011
- L. Consider for approval a Site Plan for Alliance Northport Building 3, a proposed 1,214,233 square-foot industrial building on 56.345 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-18-002
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- N. Consider for approval amending Article 8, 'Special Uses and General Regulations' and Article 9 'Design Standards' of the Unified Development Code of the Town of Northlake by adding or amending setback requirements for certain accessory structures in Section 8.2 'Accessory Uses and Structures'; and amending the maximum height requirement for certain fences in Section 9.11 'Screening and Fencing'
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- O. Consider for approval to award a road construction bid to Conatser for paving of Cleveland-Gibbs Road between FM 407 to FM 1171 (Resolution No. 18-17)
- P. Consider for approval a resolution authorizing the Town Administrator to contract for driveway relocation just south of Sam Lee Lane and IH 35W frontage road not to exceed \$30,000 from the EDC and CDC funds (Res 18-18)
- Q. Consider for approval a resolution authorizing the Town Administrator to contract for drainage culvert extension for Dale Earnhardt Way project not to exceed \$300,000 from the EDC and CDC funds (Res No. 18-19)
- R. Consider for approval appointment(s)/reappointment(s) to the Northlake Economic and Community Development Corporation Board of Directors

8. Convene into Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting (Agenda attached)

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
 - (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 551.071 consultation with the Town'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. Section 551.072 deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as 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
 - d. Section 551.071 with the Town'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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 - f. Section 551.071 consultation with the Town's attorney to seek advice concerning the Town's legal options related to deteriorating or distressed pavement resulting from or appearing in areas constructed pursuant to the Canyon Falls Villages W1 Utilities Project

Open Session

- S. 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
- T. 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

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 Thursday, June 7, 2018 by 6:00 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



Presentation

Agenda Item 2

Northlake Flag Retirement Box

John Amarante, resident of Northlake and the ESD District, member of Boy Scouts of America Troop 280 in Flower Mound will be making a presentation to the Northlake Council and residents.

Donation of a flag retirement box to the town and to the three fire stations in the District, Stations 511, 513 and soon to be in operation 514.

For his Eagle Project, he wanted a place for people to drop off tethered flags so they can be retired correctly. He researched other flag retirement box projects and spoke to several fireman who had boxes at their fire station to see what they liked and what they would change to make them more user friendly. John and his grandfather built a prototype box after gathering the information, used the box to fill out his Eagle Project. He also used the prototype to get an estimate on what the boxes would cost. He planned a car wash fundraiser at a local restaurant in Flower Mound, he and 21 other scouts washed cars for 4 hours. He earned enough money to purchase material for 4 complete boxes. He planned his entire project and coordinated 19 other scouts to help build 4 boxes

John as been in scouts for 8 years, beginning as a Tiger Cub in first grade while attending Justin Elementary and graduated to Boy Scouts in March 2015.





Briefing Items

Agenda Item 3

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Karen Bolyard, Finance Director
Shirley Rogers, Town Secretary
Date: June 14, 2018
Re: Budget Outlook for FY 2018-2019

At the June 14th council meeting, staff will present preliminary budget numbers for the upcoming fiscal year. The preliminary budget expenses are initial expense projections and budget requests as submitted by the departments. The preliminary property tax revenue is based on appraisal district estimates and is subject to significant fluctuation. Staff projected the remaining revenues.

Residential and commercial property values have increased approximately 50% and 40%, respectively. Over two-thirds of the increase in residential value is new construction in Canyon Falls and one-acre lot neighborhoods with the remaining third being increased appraisals on existing property. New commercial value can be attributed to the completion of IHOP and the retail center at IH 35W and SH 114. Residential property values represent about 80% of the overall increase with commercial values the remainder. The economic development incentives offered by the Town and economic development boards have helped to increase commercial property taxable value from \$257,892,155 in 2017 to \$400,448,532 in 2018 (these figures are after abatements and exemptions have been applied but do not include in appraisal review board decreases).

The Town continues to be challenged maintaining service levels in the face of such rapid growth. The increase in activity and complexity will require multiple positions. Staff is recommending five additional staff positions: accountant, planner, police sergeant, police officer, and public works maintenance worker. All areas of Northlake operations are experiencing significant increases in activity: accounts payables, utility billing, platting, site plans, and water meter sets as well as an increase in residents, businesses and visitors. With this amount of activity more oversight is necessary to ensure local, state and federal rules and regulations are met.

Two vehicles in Police will be replaced. Police will begin assigning vehicles to multiple personnel therefore the new sergeant and officer will not require new vehicles. Public Works is requesting a more powerful dump truck able to haul aggregate and a trailer loaded with equipment. The current dump truck is unable to bring all materials and equipment to a work site but will still be used to supplement work load. A new initiative will video and repair older sections of the sewer system. Recruiting and retaining the Town's dedicated staff remains a priority for next year.

Budget Outlook for FY 2017-2018

June 8, 2017

Page 2 of 2

Implementation of the 2017 Salary Survey will bring staff salaries from 14.5% below market to just below market. The Town's healthcare consultant is projecting a 15% increase in medical coverage costs.

With the lease finalized for Town offices in Harvest Commons, the completion and finish out of the office space was budgeted in FY 2018 with rent ensuing at the beginning of FY 2019. In the FY 2016 Revised Budget, council transferred \$250,000 of General Fund excess reserves to the Building Services Fund for office space finish-out. Another transfer of excess reserves from the General Fund to the Building Fund occurred in the FY 2017 Revised Budget. In the FY 2018, another \$100,000 transfer is requested for the audio-visual system for council chambers. The latest estimated finish-out costs with interiors, furniture and fixtures is \$587,330 plus a landlord allotment of \$330,000.

With the increase in water and sewer usage, the Town's utility operations have recovered from near-term shortfalls caused by increases from the Town's wholesale treatment providers: Upper Trinity Regional Water District, Fort Worth Wholesale Water and Trinity River Authority. However, usage increases may not be sufficient in future years to cover the ever-increasing wholesale water and sewer treatment costs.

Impact fee collections are also anticipated to increase with the surge in new development. Design work has begun to expand the water system in two crucial areas: 1) at IH 35W and SH 114 which includes Northport, Chadwick and Speedway Business Centre; and 2) along FM 407 which includes Harvest, Heritage Field, one-acre tract neighborhoods and the recently approved Pecan Square development. The northern area will require elevated storage. The southern area will require elevated storage, ground storage, and new pumping capacity. Construction is anticipated to start in FY 2019. Included in the FY 2019 is a proposed certificates of obligation debt issuance for these crucial capital projects.

FY 2018-2019 continues movement into uncharted territory with challenges to handle increased population and customers which come with higher expectations of service and amenities. The latest demographic information contends that about 400 people move to North Texas daily. Northlake, through its Comp Plan, benefits from and leverages this phenomenal growth by recruiting quality development that bring jobs, amenities and tax base to Northlake while preserving vast areas (over 11 square miles) for large rural estate residential. In other words, the best of both worlds.

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



Town of Northlake
GENERAL FUND

Fund:	100		FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	1,478,315	1,510,410	1,878,278	1,878,278	1,878,278	1,466,670

REVENUES:

Court Fines	601,110	592,248	600,000	334,927	550,000	500,000
Sales/Beverage Tax	679,648	623,492	480,000	390,574	600,000	600,000
Ad Valorem Taxes	693,972	744,911	842,210	862,745	910,000	1,100,000
Permits	31,452	20,760	21,450	15,335	19,550	22,550
Franchise Fees	257,563	282,277	311,000	244,270	311,000	311,000
Building Permits	686,682	793,743	969,500	599,094	943,725	839,500
Development	343,565	527,041	437,500	161,088	660,550	382,250
Transfers	175,000	200,000	230,881	105,291	230,881	270,881
Other Revenue:	110,340	149,495	156,260	115,154	156,260	208,260
TOTAL REVENUES:	3,579,331	3,933,968	4,048,801	2,828,479	4,381,966	4,234,441

EXPENDITURES:

Payroll & Benefits	1,635,467	1,873,267	2,399,917	1,389,037	2,422,727	2,543,460
Supplies	105,596	116,755	156,108	92,503	156,208	155,916
Maintenance	187,603	189,990	288,378	145,062	282,278	293,591
Utilities	14,661	17,546	19,095	13,678	19,095	20,855
Services	843,499	700,190	908,991	437,575	879,966	831,692
Capital Outlay	2,484	-	33,225	-	19,325	14,600
Transfers	757,927	668,352	234,000	141,000	318,000	345,708
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	3,547,237	3,566,099	4,039,714	2,218,855	4,097,599	4,205,822

REV OVER/(UNDER) EXP	32,094	367,868	9,087	609,623	284,367	28,619
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ENDING FUND BALANCE	1,510,410	1,878,278	1,887,365	2,487,901	2,162,645	1,495,289
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Budget Requests

Transfer to Building Fund	100,000	
Transfer to Debt Service Fund	500,000	
Transfer to Equipment Fund for Dump Truck & Trailer	78,500	
Officer Safety & Investigative Tools	17,475	
Special Events (Easter Egg Hunt, Fourth of July Fireworks, Christmas Tree Lighting)		35,000
Accountant		57,245
Planner		67,457
Police Sergeant		96,010
Police Officer		81,897
Public Works Dump Truck & Trailer Fuel & Maintenance		1,750
Salary Adjustments		134,559
Total Budget Requests	695,975	473,918

REVISED REV OVER/(UNDER) EXP	(411,608)	(445,298)
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REVISED ENDING FUND BAL - UNASSIGNED	1,466,670	1,021,372
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Town of Northlake
HOTEL OCCUPANCY TAX

Fund: 110	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	1,029,865	1,258,552	1,484,307	1,484,307	1,484,307	1,702,237
REVENUES:						
Taxes / Fees & Fines	257,813	267,965	300,000	263,642	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	21,535	17,407	10,805	1,611	10,805	10,805
TOTAL REVENUE:	279,348	285,372	310,805	265,253	310,805	310,805
EXPENDITURES:						
Payroll & Benefits	27,911	34,336	33,675	31,633	33,675	36,321
Supplies	-	-	-	49	-	-
Maintenance	-	65	-	77	-	-
Utilities	167	-	-	-	-	-
Services	22,583	24,795	57,400	13,071	57,400	57,642
Capital Outlay	-	-	-	-	-	-
Transfers	1,690	1,739	1,800	900	1,800	2,042
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	52,351	60,936	92,875	45,729	92,875	96,004
REV OVER/(UNDER) EXP	226,996	224,437	217,930	219,524	217,930	214,801
ENDING FUND BALANCE	1,256,862	1,482,988	1,702,237	1,703,831	1,702,237	1,917,038

Budget Requests

Salary Adjustment	4,140
Total Budget Requests	4,140

REVISED REV OVER/(UNDER) EXP	210,661
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REVISED ENDING FUND BAL - UNASSIGNED	1,912,898
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Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION

Fund: 130	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	592,373	595,579	612,391	612,391	612,391	521,516
REVENUES:						
Taxes / Fees & Fines	339,824	311,471	240,000	195,287	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	15,908	23,048	22,650	21,088	22,650	22,650
TOTAL REVENUE:	355,732	334,519	262,650	216,375	322,650	322,650
EXPENDITURES:						
Payroll & Benefits	29,540	26,554	33,025	20,012	33,025	39,265
Supplies	2,934	465	1,700	679	1,700	1,700
Maintenance	2,100	1,765	2,250	774	2,250	2,250
Utilities	78	-	-	-	-	-
Services	41,183	28,484	32,810	32,810	79,250	64,750
Incentives	250,000	233,700	125,500	195,004	270,500	220,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,690	26,739	26,800	13,400	26,800	32,042
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	352,526	317,707	222,085	262,679	413,525	360,007
REV OVER/(UNDER) EXP	3,206	16,812	40,565	(46,304)	(90,875)	(37,357)
ENDING FUND BALANCE	595,579	612,391	652,956	566,087	521,516	484,159
Budget Requests						
Sam Lee Driveway Relocation					15,000	
Dale Earnhardt Culvert Extension						150,000
Salary Adjustment						4,140
Total Budget Requests					15,000	154,140
REVISED REV OVER/(UNDER) EXP					(105,875)	(191,497)
REVISED ENDING FUND BAL					506,516	330,019



COMMUNITY DEVELOPMENT CORPORATION

Fund: 131	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	571,429	575,332	592,138	592,138	592,138	501,263
REVENUES:						
Taxes / Fees & Fines	339,824	311,471	240,000	195,287	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	15,859	23,021	22,650	21,083	22,650	22,650
TOTAL REVENUE:	355,683	334,492	262,650	216,370	322,650	322,650
EXPENDITURES:						
Payroll & Benefits	29,390	26,554	33,025	20,013	33,025	39,265
Supplies	2,934	488	1,700	679	1,700	1,700
Maintenance	2,100	1,765	2,250	774	2,250	2,250
Utilities	64	-	-	-	-	-
Services	40,600	28,439	34,089	34,089	79,250	64,750
Incentives	250,000	233,700	125,500	195,004	270,500	220,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,691	26,739	26,800	13,400	26,800	32,042
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	351,780	317,685	223,364	263,958	413,525	360,007
REV OVER/(UNDER) EXP	3,903	16,807	39,286	(47,588)	(90,875)	(37,357)
ENDING FUND BALANCE	575,332	592,138	631,424	544,550	501,263	463,907
Budget Requests						
Sam Lee Driveway Relocation					15,000	
Dale Earnhardt Culvert Extension						150,000
Salary Adjustment						4,140
Total Budget Requests					15,000	154,140
REVISED REV OVER/(UNDER) EXP					(105,875)	(191,497)
REVISED ENDING FUND BAL					486,263	309,767



Town of Northlake
DEBT SERVICE

Fund: 160	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	34,765	249,740	126,530	126,530	126,530	627,030
REVENUES:						
Taxes / Fees & Fines	260,514	408,634	556,937	635,197	556,937	779,292
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	200,000	50,000	-	25,000	-	50,000
Bond Proceeds	-	8,380,000	-	-	-	-
Other Revenue:	66	216,558	500	1,093	500	1,200
TOTAL REVENUE:	460,580	9,055,192	557,437	661,289	557,437	830,492
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	300	-	2,241	2,988	2,241	2,241
Capital Outlay	-	-	-	-	-	-
Transfers	-	6,990,000	-	-	-	-
Debt Service	245,304	2,188,403	554,696	69,859	554,696	527,013
TOTAL EXPENDITURES:	245,604	9,178,403	556,937	72,846	556,937	529,254
REV OVER/(UNDER) EXP	214,976	(123,210)	500	588,443	500	301,239
ENDING FUND BALANCE	249,740	126,530	127,030	714,973	127,030	928,269

Budget Requests

Transfer from General Fund	500,000	
North & South Elevated Water Storage		801,780
Total Budget Requests	500,000	801,780
REVISED REV OVER/(UNDER) EXP	500,500	(500,542)
REVISED ENDING FUND BAL	627,030	126,489



Town of Northlake
WATER & WASTEWATER

Fund: 200	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	2,227,459	2,653,339	2,840,035	2,840,035	2,840,035	3,048,057
REVENUES:						
Water Sales	1,216,909	1,564,207	2,000,000	1,063,057	2,000,000	2,750,000
Water Fees	166,850	203,250	250,250	158,380	250,250	250,250
Sewer Sales	680,368	917,177	1,200,000	677,531	1,200,000	1,500,000
Sewer Fees	6,350	21,100	20,000	17,450	20,000	20,000
Other Revenue:	81,855	86,946	10,650	77,805	40,650	25,650
TOTAL REVENUES:	2,152,332	2,792,680	3,480,900	1,994,224	3,510,900	4,545,900
EXPENSES:						
Payroll & Benefits	244,699	331,210	444,528	223,260	461,328	460,491
Supplies	26,783	38,546	105,795	19,900	70,295	55,750
Maintenance	104,721	107,506	136,300	58,725	111,300	105,800
Wholesale Water	722,044	881,097	1,000,000	585,797	1,200,000	1,500,000
Sewer Treatment	228,325	732,937	1,000,000	442,658	800,000	1,000,000
Utilities	36,092	35,001	46,620	15,793	46,620	46,620
Services	191,908	182,426	92,235	60,625	101,735	102,735
Capital Outlay	-	-	210,000	106,984	184,000	184,000
Transfers	171,629	297,262	299,100	149,550	249,100	348,167
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,726,201	2,605,985	3,334,578	1,663,292	3,224,378	3,803,563
REV OVER/(UNDER) EXP	426,131	186,695	146,322	330,932	286,522	742,337
ENDING FUND BALANCE	2,653,589	2,840,035	2,986,357	3,170,966	3,126,557	3,790,394
Less: Net Capital Assets	(2,477,506)	(2,609,785)	(2,609,785)	(2,609,785)	(2,609,785)	(2,609,785)
Less: Customer Deposits	(211,510)	(306,985)	(378,803)	(378,803)	(378,803)	(378,803)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(35,427)	(76,735)	(2,231)	182,379	137,969	801,807

Budget Requests

Transfer to Equipment Fund for Dump Truck & Trailer	78,500	
Accountant		19,082
Public Works Maintenance Worker		54,200
Public Works Dump Truck & Trailer Fuel & Maintenance		1,750
Sewer System Evaluation & Repair		244,100
Salary Adjustments		21,850
Total Budget Requests	78,500	340,982
REVISED REV OVER/(UNDER) EXP	208,022	401,356
REVISED ENDING UNRESTRICTED FUND BAL	59,469	460,825



Town of Northlake
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	0
REVENUES:						
Ad Valorem Taxes	-	36,896	73,451	73,451	73,451	113,036
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	36,896	73,451	73,451	73,451	113,036
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	43,451	-	43,451	83,036
Utilities	-	-	-	-	-	-
Services	1,385	30,314	30,000	4,165	30,000	30,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,385	30,314	73,451	4,165	73,451	113,036
REV OVER/(UNDER) EXP	(1,385)	6,582	0	69,286	0	-
ENDING FUND BALANCE	(1,385)	6,582	0	69,286	0	-



Town of Northlake
TECHNOLOGY SERVICES FUND

Fund: 504	FY 2016	FY 2017	FY 2018	FY 2018	FY 2018	FY 2019
	Actual	Actual	Original	Actual	Projected	Preliminary
			Budget	As of 5/31	Budget	Budget
BEGINNING FUND BALANCE:	-	-	89,719	89,719	89,719	19
REVENUES:						
Mayor & Council	-	-	500	250	500	5,000
Administration-GF	-	100,000	9,000	4,500	9,000	9,000
Town Secretary	-	-	4,000	2,000	4,000	4,000
Municipal Courts	-	-	12,000	6,000	12,000	12,000
Development	-	-	5,000	2,500	5,000	5,000
Police	-	-	36,000	18,000	36,000	36,000
Public Works	-	-	10,000	5,000	10,000	10,000
Administration-HOT	-	-	1,000	500	1,000	1,000
Administration-EDC	-	-	1,000	500	1,000	1,000
Administration-CDC	-	-	1,000	500	1,000	1,000
Administration-WS Fund	-	-	3,000	1,500	3,000	3,000
Utility Department	-	-	11,000	5,500	11,000	11,000
Interest Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	100,000	93,500	46,750	93,500	98,000
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	428	1,450	4,444	1,450	16,000
Utilities	-	-	16,000	8,553	15,500	31,000
Services	-	9,853	100,000	56,278	100,000	111,000
Capital Outlay	-	-	66,250	-	66,250	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	10,281	183,700	69,275	183,200	158,000
REV OVER/(UNDER) EXP	-	89,719	(90,200)	(22,525)	(89,700)	(60,000)
ENDING FUND BALANCE	-	89,719	(481)	67,194	19	(59,981)
Less: Net Capital Assets	-	-	-	-	-	-
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	-	89,719	(481)	67,194	19	(59,981)

Budget Requests:

Total Budget Requests	-	-
REVISED REV OVER/(UNDER) EXP	(89,700)	(60,000)
REVISED ENDING UNRESTRICTED FUND BAL	19	(59,981)



Town of Northlake
EQUIPMENT SERVICES FUND

Fund:	505			FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:		FY 2016 Actual	FY 2017 Actual	423,736	423,736	423,736	584,236
		335,090	370,929				

REVENUES:

Equip. Service Revenue-PD	69,750	110,000	110,000	55,000	110,000	110,000
Equip. Service Revenue-PW	25,000	25,000	25,000	12,500	25,000	25,000
Equip. Service Revenue-Utilities	25,000	125,000	75,000	62,500	75,000	75,000
Equip. Service Revenue-Dev	-	-	12,000	6,000	12,000	12,000
Sale of Equipment Proceeds	-	-	11,000	2,683	11,000	11,000
Transfers from GF	12,500	-	-	-	-	-
Transfers from UF	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-
Other Revenue	363	9,067	500	1,127	500	500
TOTAL REVENUE:	132,613	269,067	233,500	139,810	233,500	233,500

EXPENSES:

Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	3,388	44,818	2,000	35,831	2,000	2,000
Utilities	-	-	-	-	-	-
Services	93,386	171,443	-	-	-	-
Capital Outlay	-	-	223,000	206,619	223,000	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	5,000	-	5,000	-
TOTAL EXPENSES:	96,774	216,260	230,000	242,450	230,000	2,000

REV OVER/(UNDER) EXP	35,839	52,807	3,500	(102,640)	3,500	231,500
ENDING FUND BALANCE	370,929	423,736	427,236	321,096	427,236	815,736
Less: Net Capital Assets	(322,581)	(667,552)	(667,552)	(667,552)	(667,552)	(667,552)
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	48,348	(243,816)	(240,316)	(346,456)	(240,316)	148,184

Budget Requests:

Transfer from Public Works for Dump Truck & Trailer	78,500	
Transfer from Water/Sewer for Dump Truck & Trailer	78,500	
2 Police Vehicles		110,000
Pubic Works Dump Truck		130,000
Public Works Trailer		27,000

Total Budget Requests	157,000	267,000
REVISED REV OVER/(UNDER) EXP	160,500	(35,500)
REVISED ENDING UNRESTRICTED FUND BAL	(79,816)	112,684



Town of Northlake
BUILDING SERVICES FUND

Fund: 506	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	-	264,839	589,702	589,702	589,702	118,412
REVENUES:						
Mayor & Council	-	825	400	200	400	8,333
Administration-GF	14,546	16,000	7,000	3,500	7,000	10,417
Town Secretary	6,325	6,958	3,100	1,550	3,100	4,167
Municipal Courts	18,973	20,870	9,200	4,600	9,200	12,500
Development	7,905	8,696	3,800	1,900	3,800	5,208
Police	56,919	62,611	27,400	13,700	27,400	58,333
Public Works	15,811	17,392	7,600	3,800	7,600	18,750
Administration-HOT	1,581	1,739	800	400	800	1,042
Administration-EDC	1,581	1,739	800	400	800	1,042
Administration-CDC	1,581	1,739	800	400	800	1,042
Administration-WS Fund	4,427	4,870	2,200	1,100	2,200	6,250
Utility Department	15,811	17,392	7,900	3,950	7,900	22,917
Maintenance Reserve	260,001	250,000	-	-	-	-
Interest Income	-	1,159	-	1,096	-	-
Insurance Proceeds	-	43,812	-	3,025	-	-
TOTAL REVENUE:	405,461	455,803	71,000	39,620	71,000	150,000
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Building Lease	21,860	21,684	21,660	14,416	21,660	146,660
Supplies	3,331	2,304	3,100	3,349	3,100	3,100
Maintenance	6,446	5,562	8,000	12,409	8,000	8,000
Utilities	24,730	24,473	30,500	6,960	15,000	15,000
Services	84,255	76,916	7,200	18,495	7,200	7,200
Capital Outlay	-	-	475,000	87,809	587,330	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	140,622	130,939	545,460	143,438	642,290	179,960
REV OVER/(UNDER) EXP	264,839	324,863	(474,460)	(103,818)	(571,290)	(29,960)
ENDING FUND BALANCE	264,839	589,702	115,242	485,885	18,412	88,453
Less: Net Capital Assets	(27,190)	(24,071)	(24,071)	(24,071)	(24,071)	(24,071)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	237,649	565,631	91,171	461,814	(5,659)	64,382

Budget Requests:

General Fund transfer for Town Commons audio visual	100,000	
Total Budget Requests	100,000	-

REVISED REV OVER/(UNDER) EXP (471,290) (29,960)

REVISED ENDING UNRESTRICTED FUND BAL (476,949) 34,422



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
COUNCIL						
EXPENDITURES:						
Payroll & Benefits	2,103	1,997	2,600	790	2,600	2,600
Supplies	817	625	1,100	1,841	1,200	1,100
Maintenance	205	65	-	-	-	-
Utilities	822	629	750	565	750	750
Services	9,933	12,640	15,000	12,947	16,900	42,500
Capital Outlay	-	-	-	-	-	-
Transfers	-	825	900	450	900	13,333
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	13,879	16,781	20,350	16,593	22,350	60,283
ADMINISTRATION						
EXPENDITURES:						
Payroll & Benefits	290,158	321,999	342,540	220,178	342,540	386,959
Supplies	10,033	14,336	15,725	14,330	15,725	3,925
Maintenance	306	4,933	650	-	650	650
Utilities	2,147	1,529	1,200	1,092	1,200	1,200
Services	278,553	180,012	228,325	98,158	228,325	228,325
Capital Outlay	-	-	-	-	-	-
Transfers	15,546	66,000	16,000	8,000	16,000	19,417
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	596,743	588,808	604,440	341,758	604,440	640,476
TOWN SECRETARY						
EXPENDITURES:						
Payroll & Benefits	86,698	92,896	97,315	65,613	97,315	103,288
Supplies	2,323	2,369	3,610	1,451	3,610	3,610
Maintenance	51	146	500	-	500	500
Utilities	485	-	-	-	-	-
Services	9,781	17,340	16,650	6,085	20,150	24,750
Capital Outlay	-	-	-	-	-	-
Transfers	6,759	112,631	900	3,550	7,100	8,167
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	106,097	225,382	118,975	76,700	128,675	140,315



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
MUNICIPAL COURT						
EXPENDITURES:						
Payroll & Benefits	184,886	197,385	211,065	134,786	207,265	215,221
Supplies	3,286	3,794	6,040	2,104	6,040	6,040
Maintenance	3,266	2,537	-	-	-	-
Utilities	-	-	-	-	-	-
Services	(1,673)	32,257	54,500	18,072	34,000	30,500
Capital Outlay	-	-	-	-	-	-
Transfers	20,277	20,870	21,200	10,600	21,200	24,500
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	210,042	256,844	292,805	165,562	268,505	276,261
DEVELOPMENT SERVICES						
EXPENDITURES:						
Payroll & Benefits	68,981	75,249	135,518	78,450	154,428	165,814
Supplies	3,999	1,738	4,700	1,956	4,700	4,700
Maintenance	1,297	546	150	400	150	150
Utilities	630	579	600	607	600	600
Services	384,051	308,282	382,450	196,385	371,525	290,350
Capital Outlay	-	-	-	-	-	-
Transfers	8,449	8,696	8,800	10,400	20,800	22,208
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	467,406	395,090	532,218	288,198	552,203	483,822
POLICE						
EXPENDITURES:						
Payroll & Benefits	824,652	939,339	1,209,154	764,178	1,216,854	1,301,898
Supplies	60,634	66,044	87,328	45,980	85,828	94,361
Maintenance	31,660	25,640	41,228	44,802	41,228	48,441
Utilities	6,344	5,247	7,500	5,355	7,500	9,260
Services	41,993	56,079	59,360	16,844	56,360	62,561
Capital Outlay	2,484	-	27,225	7,952	17,735	8,600
Transfers	130,582	172,611	137,400	86,700	209,400	204,333
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,098,349	1,264,959	1,569,195	971,811	1,634,905	1,729,454



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
PUBLIC WORKS - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	176,630	243,269	386,725	210,833	386,725	352,680
Supplies	24,490	27,809	37,605	24,378	39,105	42,180
Maintenance	150,818	150,524	245,850	99,861	239,750	243,850
Utilities	4,234	9,563	9,045	6,058	9,045	9,045
Services	43,872	34,933	28,000	14,868	28,000	28,000
Capital Outlay	-	-	6,000	3,405	1,590	6,000
Transfers	41,898	42,392	42,600	21,300	42,600	53,750
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	441,942	508,489	755,825	380,703	746,815	735,505
NON-DEPARTMENTAL - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	1,360	1,133	15,000	2,952	15,000	15,000
Supplies	13	41	-	462	-	-
Maintenance	-	5,598	-	-	-	-
Utilities	-	-	-	-	-	-
Services	76,990	58,648	124,706	74,215	124,706	124,706
Capital Outlay	-	-	-	-	-	-
Transfers	534,416	350,000	900	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	612,778	415,420	140,606	77,629	139,706	139,706
ADMINISTRATION - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	76,329	111,994	129,467	59,228	129,467	105,411
Supplies	6,148	5,795	8,700	2,453	28,700	8,700
Maintenance	51	1,322	100	10,155	100	100
Utilities	43	-	-	84	-	-
Services	101,964	114,912	25,350	21,405	29,850	35,850
Capital Outlay	-	-	-	6,801	-	-
Transfers	129,731	154,870	155,200	102,600	155,200	239,250
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	314,267	388,893	318,817	202,726	343,317	389,311



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
PUBLIC WORKS - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	168,345	219,216	315,061	179,186	331,861	355,080
Supplies	20,635	32,751	97,095	17,447	41,595	47,050
Maintenance	104,670	106,183	136,200	48,570	111,200	105,700
Utilities	986,418	1,649,035	2,046,620	1,044,165	2,046,620	2,546,620
Services	72,170	38,649	41,800	22,687	46,800	41,800
Capital Outlay	-	-	210,000	100,183	184,000	184,000
Transfers	41,898	142,392	143,900	46,950	93,900	108,917
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,394,136	2,188,227	2,990,676	1,459,187	2,855,976	3,389,167
PUBLIC WORKS - NON-DEPARTMENTAL						
EXPENSES:						
Payroll & Benefits	25	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	17,774	28,865	25,085	16,532	25,085	25,085
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	17,799	28,865	25,085	16,532	25,085	25,085

Town of Northlake

FY 2018/2019
Preliminary Budget Outlook
June 14, 2018

VISION

Northlake honors its rural legacy while thriving as a multi-generational, family-oriented and highly engage community.

MISSION

Our mission is to create and sustain a high quality of life for Northlake citizens by respecting our heritage and partnering with the community to provide exceptional services, responsive governance, and thoughtfully managed growth.

Strategic Goals



- Control our Own Destiny
- Diversify the Tax Base
- Define & Strengthen our Identity
- Operate Efficiently & Effectively
- Effectively Manage Public Resources
- Promote Public Involvement
- Systematically Invest in Infrastructure
- Responsibly Manage Growth

Page 3

2018/2019 Council Budget Principles



- 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
- Recruit, 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

Page 4

2018/2019 Preliminary Budget Town Administrator Comments



- Assuming property tax rate of 29.5¢
- Uncharted property values
 - \$78 M in new construction (\$65 M residential)
 - 50% increase in residential values (2/3 new homes)
 - 40% increase in commercial values
- Sales tax at “new normal” levels
 - Projections include Quik Trip, Rosa’s Café and Sonic
- Assuming Town continues core responsibilities
 - Public safety, road maintenance, development oversight

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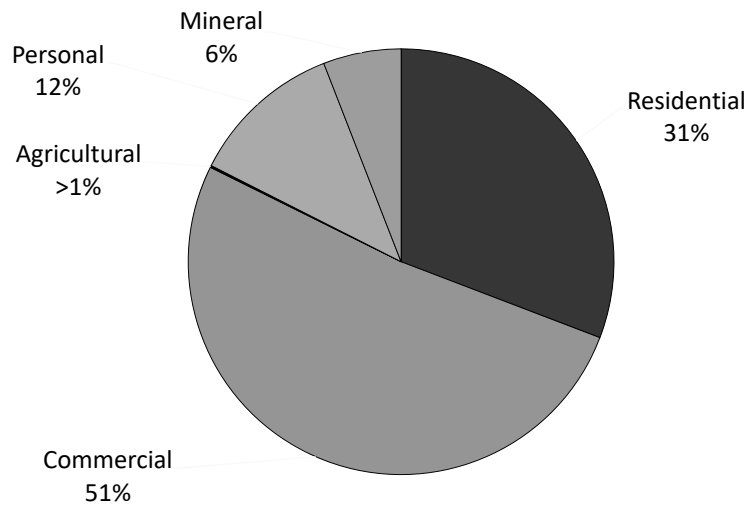
2018/2019 Preliminary Budget Town Administrator Comments



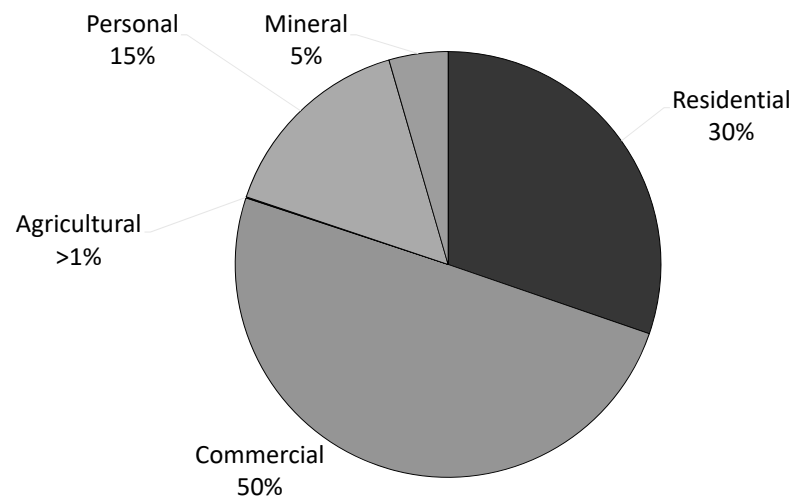
- New positions to handle growth and complexity
 - Additional positions needed to maintain service levels
 - Focus on handling ever-increasing complexity & volume
- Deferred and delayed services
 - Staff very careful and frugal with Town funds
 - No new service or staff without resources to support
- Continued investment in infrastructure
 - Complete paving of Sam Lee and Cleveland-Gibbs
 - Complete design of water system capacity expansion

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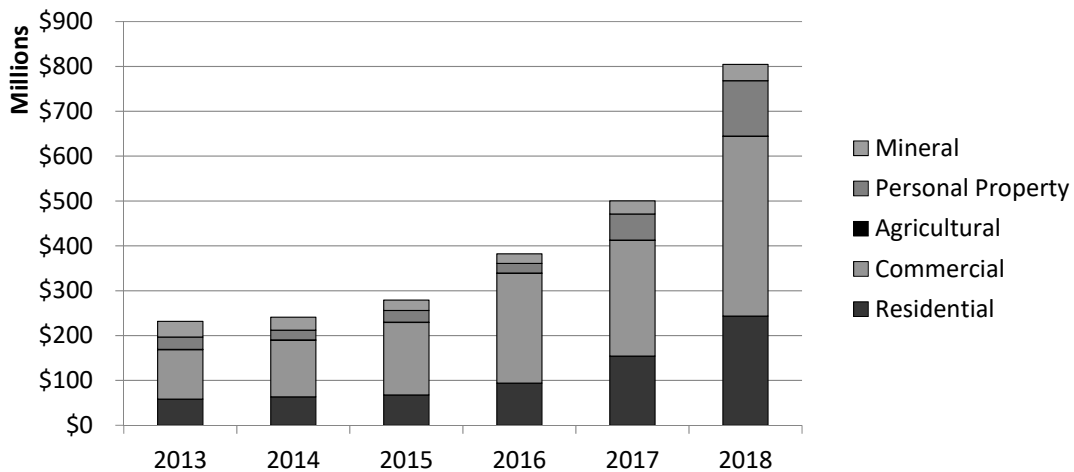
2017 Taxable Property Value



2018 Taxable Property Value



Preliminary Taxable Value



Page 9

Preliminary Property Tax Rate and Property Tax Revenues



<i>2018 Total Taxable Value</i>	<i>\$ 804,327,325</i>
<i><u>Less: Estimated ARB Value Loss</u></i>	<i><u>\$ (160,865,465)</u></i>
<i>2018 Net Taxable Value</i>	<i>\$ 643,461,860</i>
<i><u>Proposed Tax Rate (per \$100)</u></i>	<i><u>29.5¢</u></i>
<i>Estimated Tax Levy at 100%</i>	<i>\$ 1,898,212</i>
<i>Less: Debt Service</i>	<i>\$ (779,292)</i>
<i><u>Plus: TIRZ #1 Town M&O</u></i>	<i><u>\$ (113,036)</u></i>
<i>Maintenance & Operations</i>	<i>\$ 1,005,885</i>

Growth Indicators



	2013	2014	2015	2016	2017
Assessed Value	-1.8%	4.1%	15.7%	37.0%	30.9%
Population	2.4%	-0.5%	0.5%	23.1%	13.2%
Water Meters	14.5%	45.8%	82.4%	64.2%	49.2%
Police Calls for Service		9.9%	33.0%	1.2%	16.7%
Personnel	2.6%	0.0%	15.3%	21.1%	12.2%

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2017-2018 Effective, Rollback & Proposed Tax Rate



- 2016-2017 Adopted Tax Rate – 29.5¢
- 2017-2018 Effective Tax Rate – 24.5¢
 - Property tax rate necessary to produce the same amount of revenues as prior year
- 2017-2018 Rollback Rate – 33.65¢
 - Property tax rate when maintenance and operations portion is increased by 8%
 - Higher rate starts rollback procedures
- **2017-2018 Proposed Tax Rate – 29.5¢**

Governmental Funds



Governmental Funds are used to account for resources that are received and expended with no expectation of a specific user fee or departmental charge. These funds include:

- General Fund
- Debt Service Fund
- Capital Projects Fund
- Special Revenue Funds
- Special District Funds

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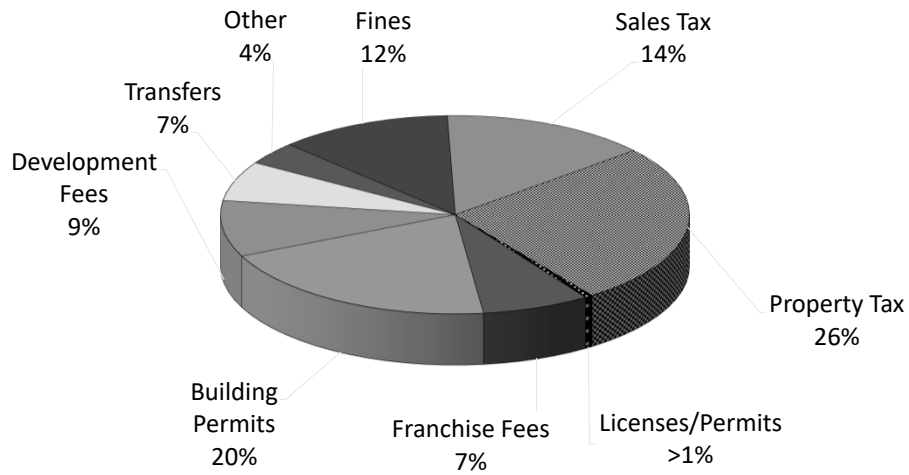
General Fund



- The General Fund is the principal fund of the Town and is used to account for resources associated with core government services.....

Page 14

Preliminary 2018/2019 General Fund Revenues \$ 4,234,441



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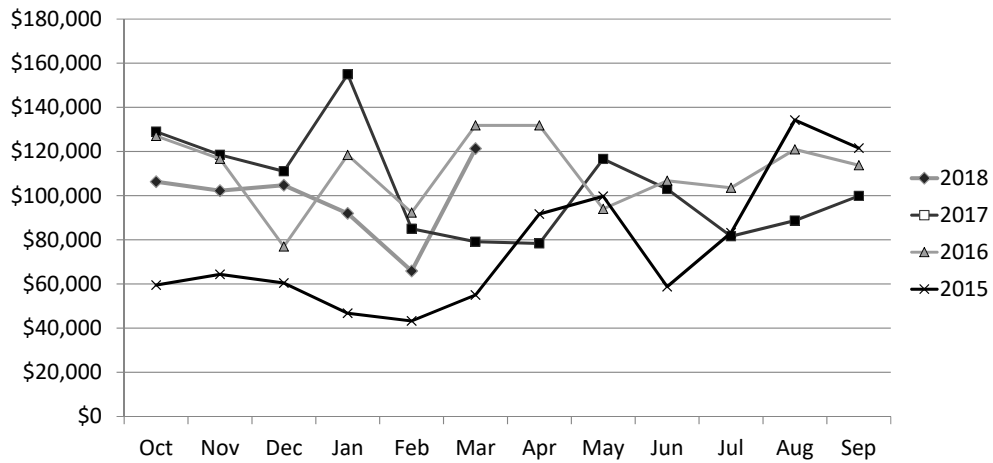
General Fund Revenues



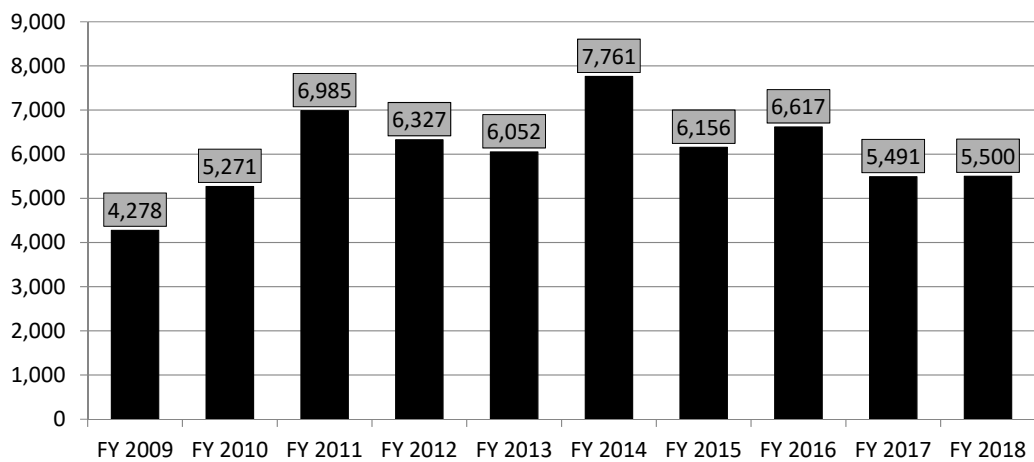
Category	FY 2018 Projected	FY 2019 Preliminary
Court Fines	\$550,000	\$500,000
Sales/Beverage Tax	\$600,000	\$600,000
Ad Valorem Taxes	\$910,000	\$1,100,000
Permits & Registrations	\$19,550	\$22,550
Franchise Fees	\$311,000	\$311,000
Building Permits	\$943,725	\$839,500
Development Fees	\$660,500	\$382,250
Transfers In	\$230,881	\$270,881
Other	\$156,260	\$208,260
TOTAL	\$4,381,966	\$4,234,441

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Monthly Sales Tax

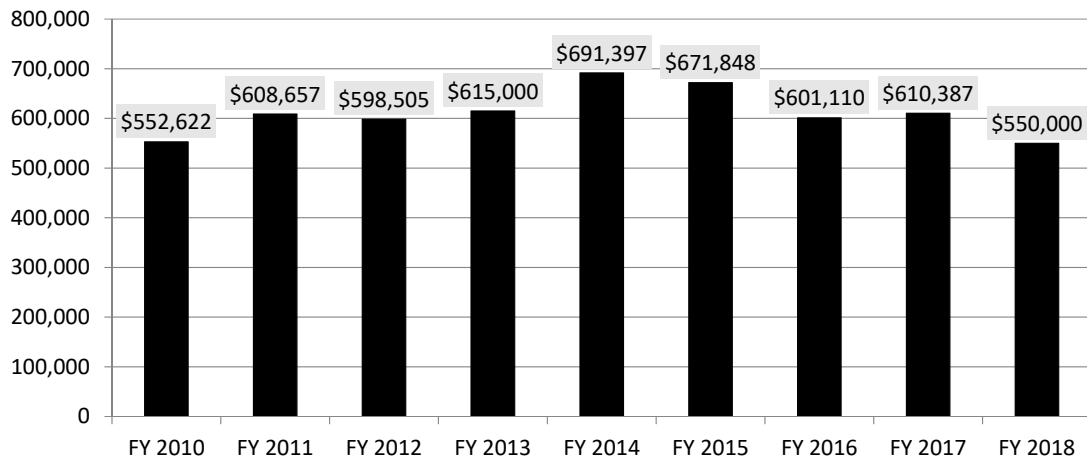


Number of Citations



*Projected

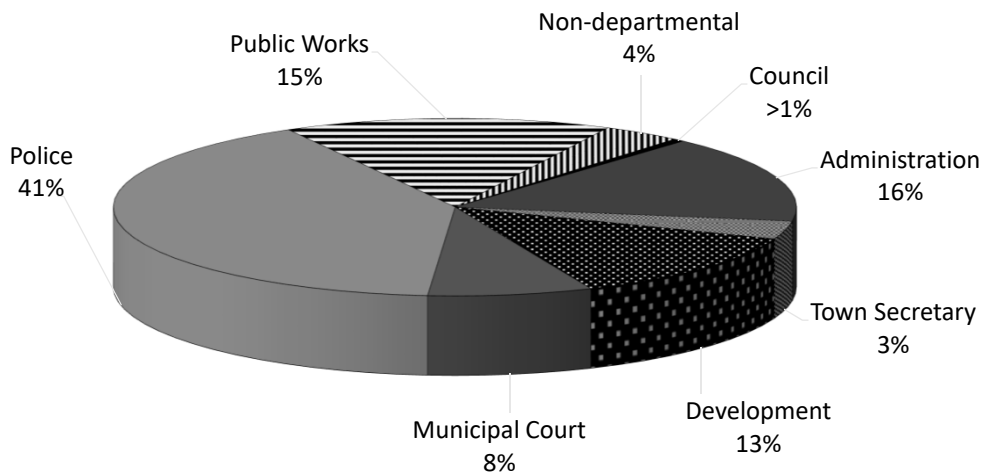
Citation Revenue



*Projected

Page 19

Preliminary 2018/2019 General Fund Expenditures \$4,205,822



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General Fund Expenditures



Category	FY 2018 Projected	FY 2019 Preliminary
Payroll & Benefits	\$2,422,727	\$2,543,460
Supplies	\$156,208	\$155,916
Maintenance	\$282,278	\$293,591
Utilities	\$19,095	\$20,855
Services	\$879,966	\$831,692
Capital Outlay/Leases	\$19,325	\$14,600
Transfers Out	\$318,000	\$345,708
SUBTOTAL	\$4,097,599	\$4,205,822
Budget Requests	\$695,975	\$473,918
TOTAL	\$4,793,574	\$4,679,740

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Public Safety Cost Center



Resource	FY 2018	FY 2019
Property Tax	\$910,000	\$1,100,000
Sales Tax	\$600,000	\$600,000
Court Fines	\$550,000	\$500,000
Service Contracts	\$112,000	\$137,000
Total	\$2,172,000	\$2,337,000

Department	FY 2018	FY 2019
Police	\$1,634,905	\$1,729,454
Municipal Court	\$268,505	\$276,261
Total	\$1,903,410	\$2,005,715

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Public Works/Development Cost Center



Resource	FY 2018	FY 2019
Franchise Fees	\$311,000	\$311,000
Building Permits	\$943,725	\$839,500
Development Fees	\$660,550	\$382,250
Total	\$1,915,275	\$1,532,750

Department	FY 2018	FY 2019
Development Services	\$552,203	\$483,822
Public Works	\$746,815	\$735,505
Total	\$1,299,018	\$1,219,327

Page 23

Administration Cost Center



Resource	FY 2018	FY 2019
Transfers	\$230,881	\$270,881
Other	\$44,260	\$71,260
Cost Centers	\$884,847	\$644,708
Total	\$1,159,988	\$986,849

Department	FY 2018	FY 2019
Mayor and Council	\$22,350	\$60,283
Administration/Finance	\$604,440	\$640,476
Town Secretary	\$128,675	\$140,315
Non-departmental	\$139,706	\$139,706
Total	\$895,171	\$980,780

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Projected 2017/2018 Fund Transfers



Transfers in FY 2018	Amount
Building Services – Lease Space Audio Visual	100,000
Debt Service	500,000
Equipment Services – Dump Truck & Trailer	78,500
Officer Safety and Investigative Tools	17,475
Total	695,975

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Police Enhancements



- Officer Safety
 - Rifles for Police Administration and Criminal Investigations
 - Simunitions (Bean Bag Gun) for non-lethal force options
 - Policy tracking software to update policies, training, legal requirements
- Investigative Tools
 - Portable fingerprint scanner for subjects without ID

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Preliminary 2018/2019 Budget Requests



Request	Amount
Special Events (Egg Hunt, Fireworks, Tree Lighting)	\$35,000
Accountant (75%)	\$57,245
Planner	\$67,457
Police Sergeant	\$96,010
Police Officer	\$81,897
Dump Truck & Trailer Fuel and Maintenance	\$1,750
Salary Market Adjustment	\$134,559
Total	\$473,918

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Special Events



- Easter Egg Hunt
 - Proposed budget - \$5,000
 - Supplies, event planning services, overtime
- Fourth of July Fireworks
 - Proposed budget - \$25,000
 - Licensed fireworks contractor, liability insurance, supplies, overtime, event planning services
- Christmas Tree Lighting
 - Proposed budget - \$5,000

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Accountant



- Reports to Finance Director
- Assists Director annual audit, special projects and oversight of daily operations
- Reviews daily deposits, accounting entries
- Adheres to financial policies and GAAP
- Prepares background data for budget preparation
- Performs monthly bank reconciliation
- Frees up Director for oversight of finances, investments, budget planning and general management

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Planner



- Reports to Development Director
- Assists Director long-range and special planning projects
- Reviews plats, site plans, and zoning request
- Adheres to UDC, EDM, Comp Plan and State law
- Liaise with Planning & Zoning Commission (if created)
- Maintains project and application management system
- Frees up Director for economic development, marketing, long-range planning and general management

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Police Sergeant

- Provides experienced supervision for all shifts 24-7
- Provides backup and depth for officer safety
- Supervises officers under span of control
- Verifies accuracy of citation, reports, investigations
- Ensures adherence to department and Town policies & procedures
- Answers calls and advises patrol officers
- Proposed Budget -

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Police Officer

- Growth of Northlake population and businesses
- Additional officer will ensure adequate patrol coverage
- Assists with Investigations and Community Service
- Hiring and training lead time as much as 12-18 months
- Perform all other duties of licensed peace officer
- Proposed budget -

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Employee Compensation

- FY 2014 – 2% COLA, range & step to 75% of 2012 Survey
- FY 2015 – 5% COLA, range & step to 100% of 2012 Survey
- FY 2016 – 2-5% COLA, range, step to 95% of 2015 Survey
- FY 2017 – 2-5% COLA, range, step to 100% of Survey, doubled achievement pay
- FY 2018 – 2-5% COLA, increase steps from 6 to 8, add education pay
- FY 2019 – 2.5-5% COLA, market adjustments

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Salary Survey Methodology

- Participants
 - Town of Argyle
 - Town of Flower Mound
 - City of Grapevine
 - City of Highland Village
 - City of Justin
 - City of Keller
 - City of Lake Dallas
 - Town of Little Elm
 - Town of Ponder
 - City of Roanoke
 - City of Southlake
 - Town of Trophy Club
- Selection Criteria
 - Geographic proximity
 - Relative size
 - General comparability
 - Lost employees to
 - Gained employees from
- Areas of Focus
 - Northlake positions with most turnover
 - Northlake positions with extended vacancies

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Salary Survey Findings

- Northlake 14.5% below market
- Northlake 7 out of 13 in the study
- From Jul. 2016 to Dec. 2017, area economic growth
- Most participants adjusted ranges and starting salaries
- Larger cities have formal compensation programs
- True cost of position is replacement cost

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Employee Compensation Proposed

- Range Adjustment (increase to minimum)
 - Finance Director
 - Infrastructure Inspector
 - Administrative Assistant
- Market Adjustment (education, experience, skills)
 - Town Administrator
 - Development Director
 - Public Works Director
- Maintenance Adjustment (2.5% to 5%)

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TMRS Benefit Comparison



Municipality	Emp. Rate	Match	Annuity Increase	Military Credit	Buy-Back	Service	Death Benefits
Northlake	7%	2-1	No	No	No	20 yrs.	Yes
Argyle	7%	2-1	70%	Yes	Yes	20 yrs.	No
Roanoke	7%	2-1	70%	No	No	20 yrs.	No
Trophy Club	7%	2-1	70%	No	No	20 yrs.	Yes
Haslet	7%	2-1	No	No	No	25 yrs.	Yes
Flower Mound	7%	2-1	70%	Yes	Yes	20 yrs.	Yes
Justin	5%	1-1	No	No	No	20 yrs.	No
Westlake	7%	2-1	No	No	No	20 yrs.	Yes
Sanger	6%	2-1	No	Yes	Yes	20 yrs.	Yes
Bartonville	7%	2-1	70%	No	Yes	20 yrs.	Yes
Ponder	5%	2-1	No	No	No	25 yrs.	Yes

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Health Benefits



- FY 2014 – 5% cost increase (changed provider)
- FY 2015 – 17% cost increase (increased deductibles)
- FY 2016 – 3% cost decrease
- FY 2017 – 14% cost increase (increased deductibles)
- FY 2018 – 8.5% cost decrease
- FY 2019 – 15% projected cost increase

Page 38

Road Maintenance



- FY 2014 Actual - \$69,957
- FY 2015 Actual - \$77,184
- FY 2016 Actual - \$122,336
- FY 2017 Actual - \$135,125
- FY 2018 Projected - \$260,000
- FY 2019 Preliminary - \$200,000

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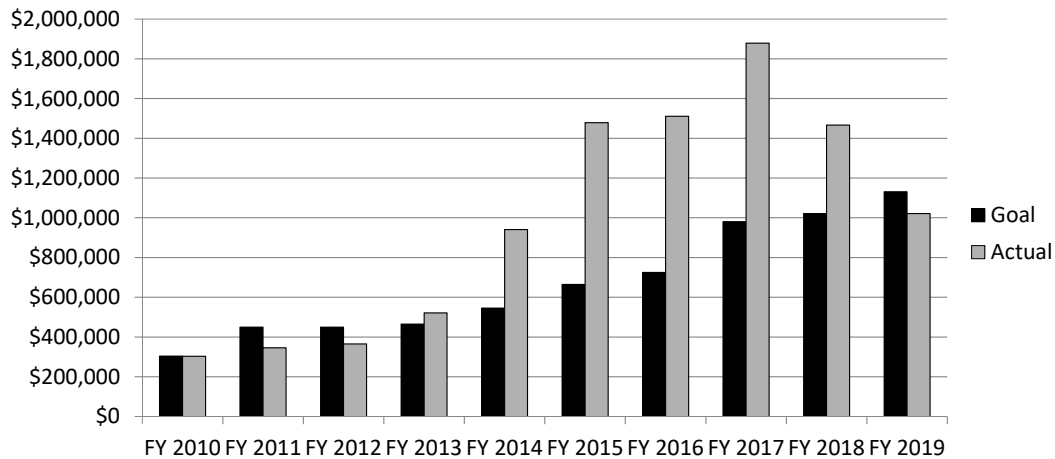
General Fund Balance



	2017 Actual	2018 Projected	2019 Preliminary
Beginning Balance	\$1,510,410	\$1,878,278	\$1,466,670
Revenues	\$3,933,968	\$4,381,966	\$4,234,441
Expenses/Requests	(\$3,566,099)	(\$4,793,574)	(\$4,679,740)
Rev. Over Exp.	\$367,868	(\$411,608)	(\$445,298)
Ending Balance	\$1,878,278	\$1,466,670	\$1,021,372

Page 40

General Fund Reserves



Page 41

Debt Service Fund



- Debt service funds account for the accumulation of monies that are set aside to pay principal and interest on debt.....

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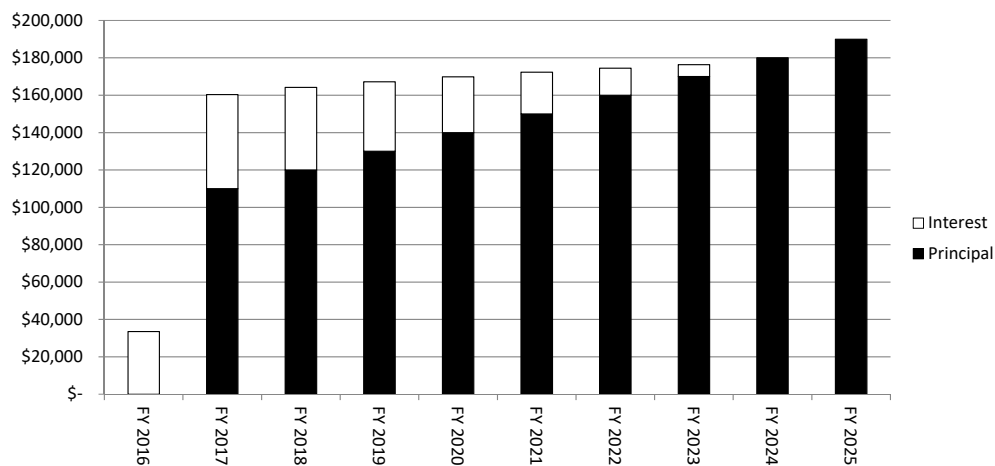
Debt Service Fund Balance



	2017 Actual	2017 Projected	2018 Preliminary
Beginning Balance	\$249,740	\$126,530	\$627,030
Revenues & Transfers	\$9,055,192	\$1,057,437	\$830,492
Debt Svc & Transfers	(\$9,178,403)	(\$556,937)	(\$1,331,034)
Rev. Over Exp.	(\$123,210)	\$500,500	(\$500,425)
Ending Balance	\$126,530	\$627,030	\$126,489

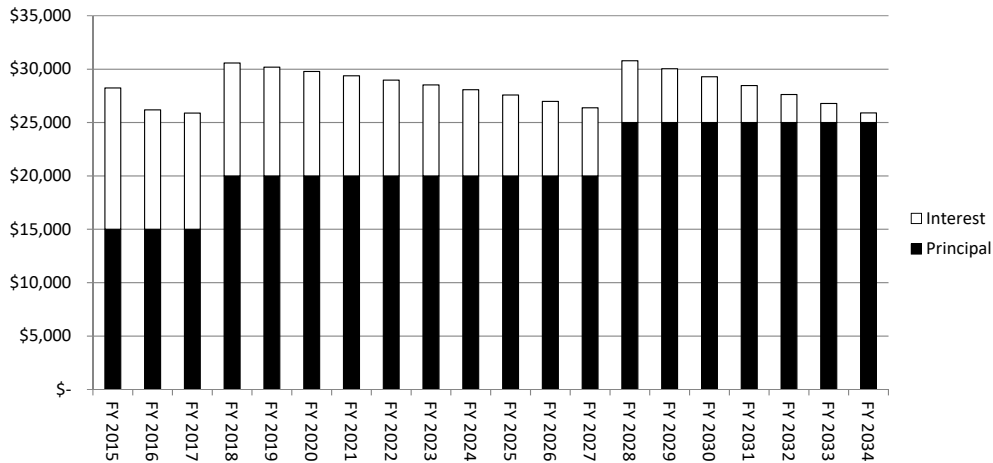
Page 43

Series 2005 – CO Refinance



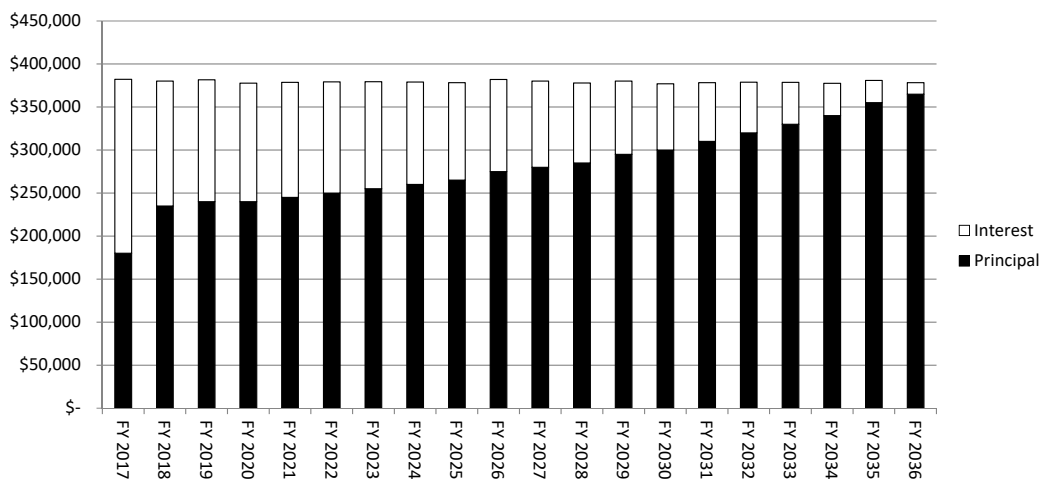
Page 44

Series 2014B Certificates of Obligation



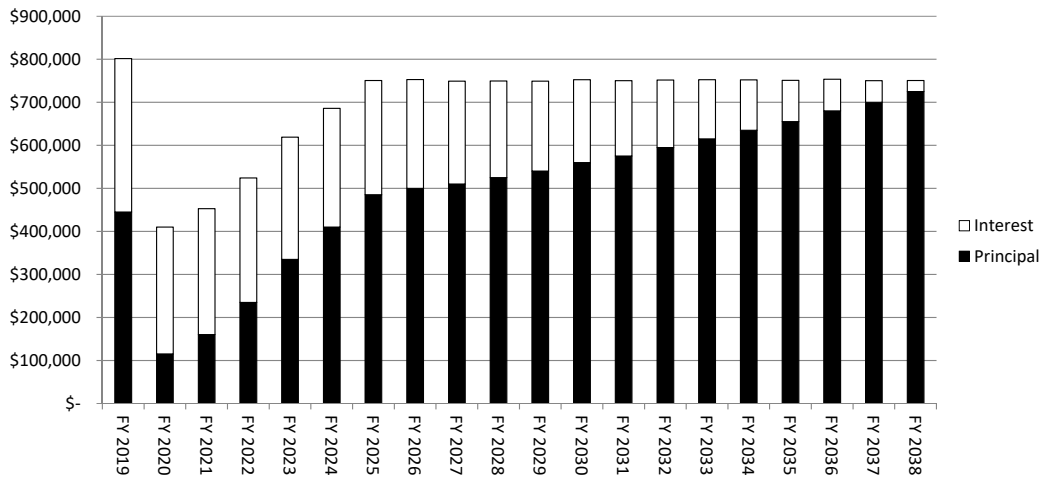
Page 45

Series 2016 – Certificates of Obligation



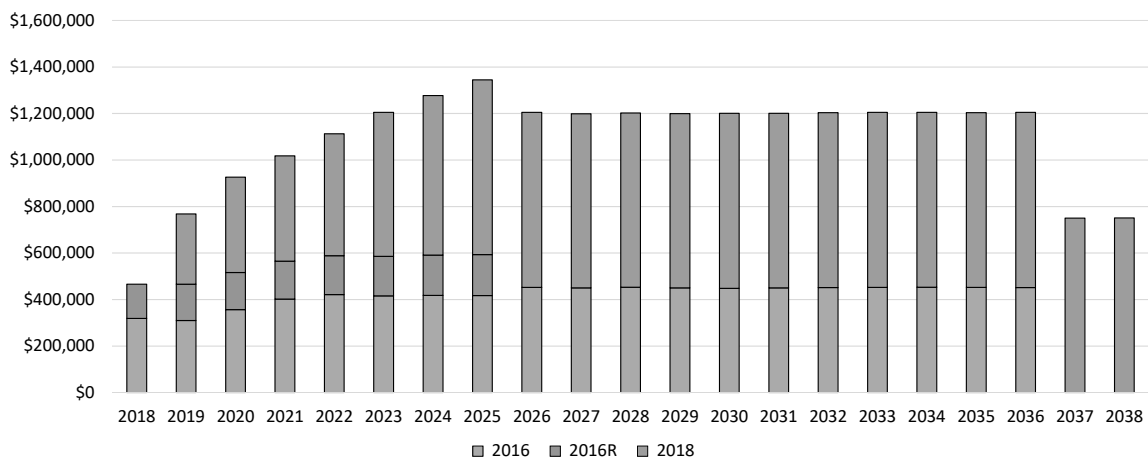
Page 46

Series 2018 – Certificates of Obligation



Page 47

Total Debt Service



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Types of Debt Issuance

- General Obligation Bonds
 - Require voter approval through bond election
 - For discretionary projects – streets, parks, facilities
- Certificates of Obligation
 - Require public hearings, can require election if petitioned
 - For public health and safety projects – water, sewer, major failures
- Revenue Bonds
 - Require robust income stream to guarantee debt
 - For enterprise fund projects – convention center, water, sewer

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Capital Project Fund

- **Capital project funds account for the accumulation of resources designated to construct or acquire capital facilities and improvements.....**

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Capital Improvement Projects



- Florance Road (FM 407 to Strader) - \$0.9 M
 - Construction complete
- Sam Lee Road (South of Rinker) - \$0.9 M
 - Bids within budget
 - Remaining utility relocations
 - Construction begins summer 2018
- Cleveland Gibbs (FM 1171 to FM 407) - \$3.2 M
 - Bids below budget
 - Continued right-of-way, easement acquisition

Page 51

Capital Improvement Projects



- Northern Plain Water Improvements - \$3.0 M
 - Elevated storage tank
 - Water distribution lines
- Southern Plain Water Improvements - \$9.0 M
 - Elevated storage tank
 - Ground storage tank
 - Pumps and facility
 - Water distribution lines
- Lease Space Audio-Visual - \$100,000

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Special Districts

- Public Improvement District #1 (Harvest)
 - Maintenance and operations
 - Rate based assessment (\$0.21 per \$100 assessed value)
- Public Improvement District #2 (The Highlands of Northlake)
 - Capital improvement
 - Set amount assessment (approximately \$1,100 per acre)
- Tax Increment Reinvestment Zone #1 (Canyon Falls)
 - Maintenance, operations and capital improvements
 - Portion of Town property tax (\$0.0909 of \$0.2950)

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Special District Fund Expenditures

Fund	FY 2018 Projected	FY 2019 Preliminary
PID #1 (Harvest)	\$514,500	\$533,861
PID #2 (The Highlands of Northlake)	\$300,000	\$400,000
TIRZ #1 (Canyon Falls)	\$73,451	\$113,036

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Special Revenue Funds



Special revenue funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specified purposes. These funds include:

- **Hotel Occupancy Tax Fund**
- **Economic Development Fund**
- **Community Development Fund**
- **Court Security Fund**
- **Court Technology Fund**
- **Child Safety Fund**
- **Seizure/Forfeiture Fund**

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Special Revenue Funds Overview



- **Hotel Occupancy Tax**
 - Source - 6% state rate + 7% local rate = 13% total rate
 - Local uses - convention center, visitors center, marketing, arts, historical restoration but all uses must encourage overnight visitors
- **Economic Development Corporation Sales Tax**
 - Source – 0.5% EDC rate + 0.5% CDC rate + 1.0% local rate + 6.25% state rate = 8.25% total rate
 - Local uses – EDC incentivizes projects that create jobs, CDC projects include restaurants, parks, stadiums, convention centers
 - Note - Towns under 20,000 population may do both

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Special Revenue Funds Overview



- Court Security Fee
 - Source – \$3.00 per citation
 - Local uses – metal detectors, security personnel, bullet-proof glass, continuing education on security, ID card systems, security cameras
- Court Technology Fee
 - Source – \$4.00 per citation
 - Local uses – purchase or maintain technological enhancements for municipal court

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Special Revenue Funds Overview



- Child Safety Fee
 - Source - \$100 child seat belt fine, 50% goes to the State
 - Local uses – child and public safety, health and nutrition programs
- Seizures and Forfeitures
 - Source – District Attorney awarded cash or property seized or forfeited as result of Northlake Police action, amounts vary
 - Local uses – any public safety equipment
 - Note – final award comes many months after possession of property, seized vehicles and trailers must be held until award

Page 58

Special Revenue Fund Expenditures



Fund	FY 2018 Projected	FY 2019 Preliminary
Hotel Occupancy Tax	\$92,875	\$100,144
Economic Development Corp.	\$428,525	\$514,147
Community Development Corp.	\$428,525	\$514,147
Other Special Revenue	\$40,000	\$45,000

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EDC CDC Existing Incentives



Incentive	FY 2018	FY 2019
Farmer Brothers Jobs Grant	\$110,000	\$90,000
Farmer Brothers Construction Sales Tax	\$210,000	
IHOP Pioneer Grant	\$150,000	
Wesco Jobs Grant	\$80,000	
Alliance Northport Infrastructure Participation		\$350,000
Total Both Funds	\$540,000	\$440,000
Total Per Fund	\$270,000	\$220,000

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EDC CDC Proposed Participation



Infrastructure Participation	FY 2018	FY 2019
Sam Lee Driveway Relocation	\$30,000	
Dale Earnhardt Way Culvert Extension		\$300,000
Total Both Funds	\$30,000	\$300,000
Total Per Fund	\$15,000	\$150,000

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Proprietary Funds



Proprietary Funds account for ongoing organizations and activities that are similar to those often found in the private sector. The two major types of proprietary funds are:

- Enterprise Funds
- Internal Service Funds

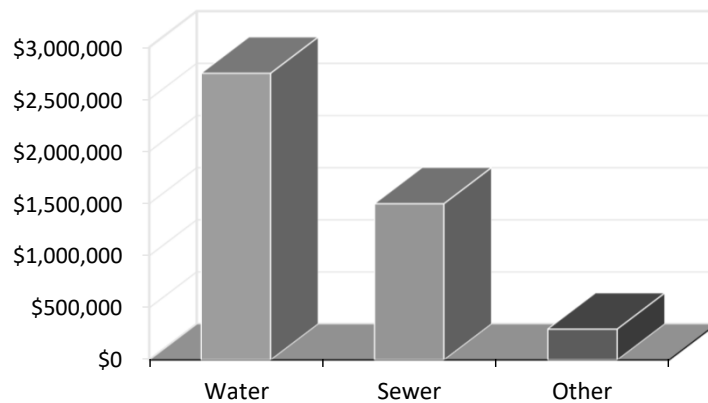
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Enterprise Funds

Enterprise Funds account for services that are funded directly through user fees. They are financed and operated similarly to a private business, in that the costs of providing goods and services are self-supporting. These funds include:

- Utility Fund

Preliminary 2018/2019 Utility Fund Revenues \$4,545,900



Revenues do not include pass through rate increase from Fort Worth, TRA & UTRWD

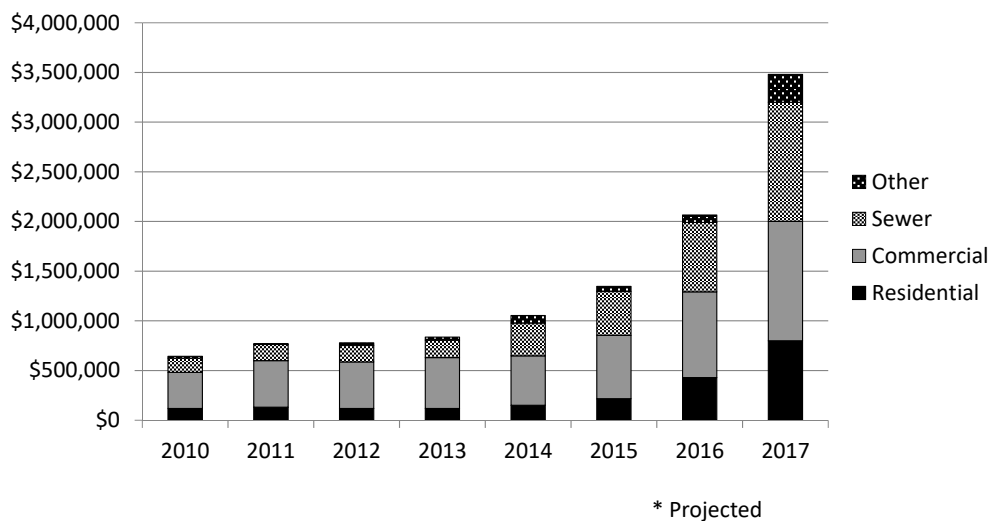
Utility Fund Revenues



Category	FY 2018 Projected	FY 2019 Preliminary
Water Sales	\$2,000,000	\$2,750,000
Water Fees	\$250,250	\$250,250
Sewer Sales	\$1,200,000	\$1,500,000
Sewer Fees	\$20,000	\$20,000
Other	\$40,650	\$25,650
TOTAL	\$3,510,900	\$4,545,900

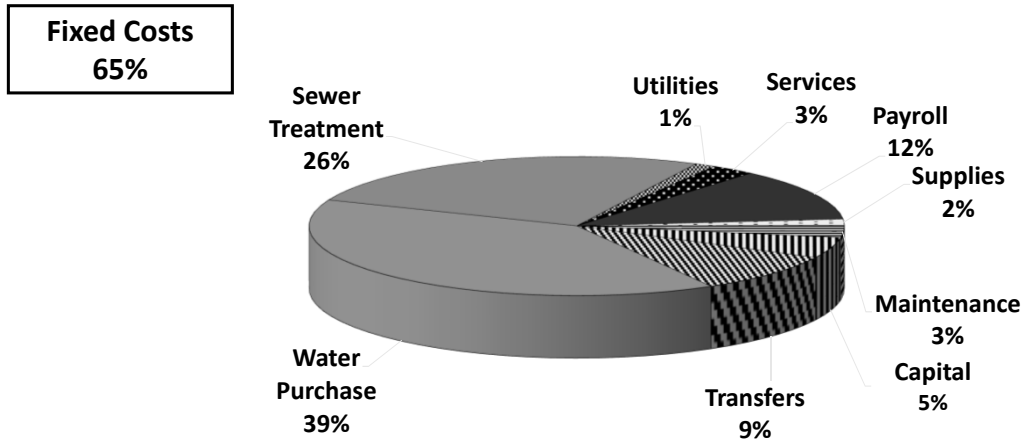
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Utility Revenues by Service



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Preliminary 2018/2019 Utility Fund Expenses \$3,803,563



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Utility Fund Expenses



Category	FY 2018 Projected	FY 2019 Preliminary
Payroll & Benefits	\$461,328	\$460,491
Supplies	\$70,295	\$55,750
Maintenance	\$111,300	\$105,800
Utilities	\$2,046,620	\$2,546,620
Services	\$101,735	\$102,735
Capital Outlay	\$184,000	\$184,000
Transfers	\$249,100	\$348,167
SUBTOTAL	\$3,224,378	\$3,803,563
Budget Requests	\$78,500	\$340,892
TOTAL	\$3,302,878	\$4,144,455

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Preliminary 2018/2019 Budget Requests



Request	Amount
Accountant (25%)	19,082
Maintenance Worker	54,200
Dump Truck & Trailer Fuel & Maintenance	1,750
Sewer System Evaluation & Repair	244,100
Salary Adjustment	21,850
Total	\$340,982

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Maintenance Worker



- Position dedicated to water and sewer systems
- Assists Plant Operator with testing and maintenance
- New water pump station and two new sewer lift stations increase the complexity of system
- Plant Operator and Maintenance Worker will be responsible for water meter set which average two per day

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Sewer System Evaluation & Repair

- Sewer system along SH 114 over 20 years old
- Closed circuit TV on crawler views sewer lines
- Some repairs handled via remote control
- Larger repairs require excavation of pipe

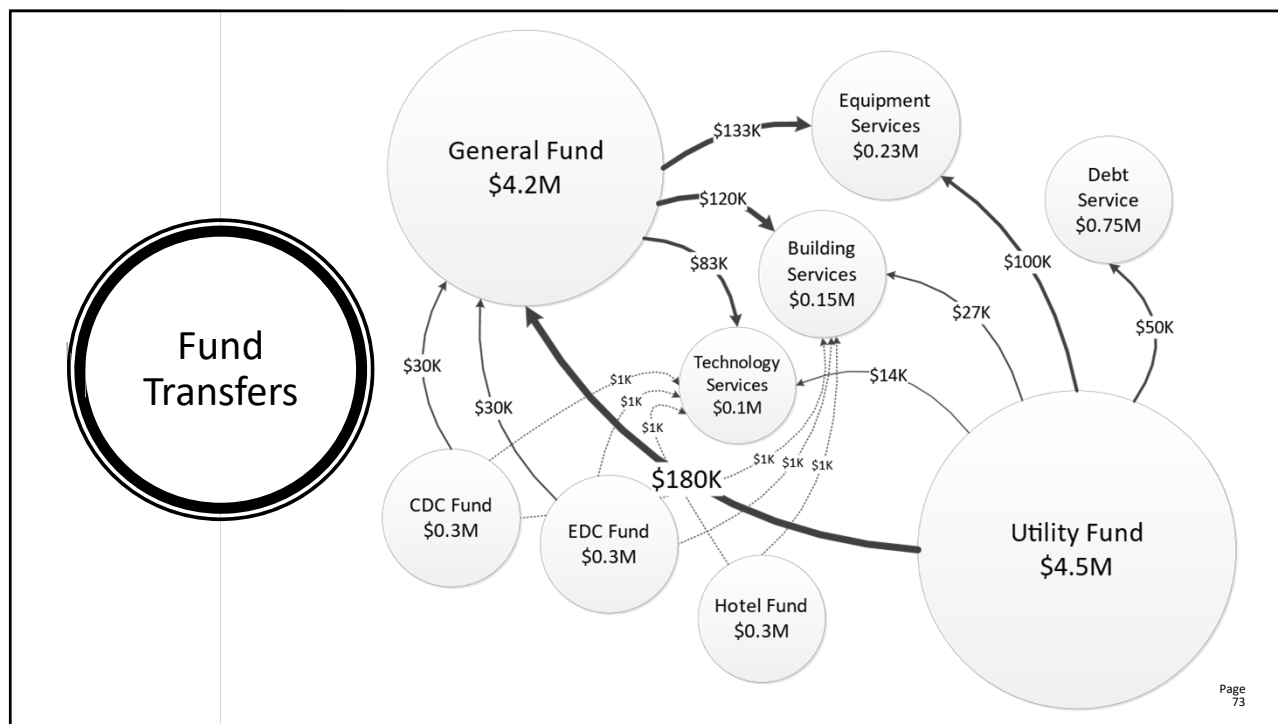
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Internal Service Funds

Internal service funds account for charging fees to user departments to recover the full cost of services rendered.....

- Equipment Services Fund
- Building Services Fund
- Information Technology Fund

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Equipment Services Fund



	2017 Actual	2018 Projected	2019 Preliminary
Beginning Balance	(\$66,839)	(\$2,316)	\$148,184
Service Charges			
General Fund	\$135,000	\$147,000	\$147,000
Utility Fund	\$125,000	\$75,000	\$75,000
Other Revenue	\$9,067	\$168,500	\$11,500
Maintenance	(\$44,818)	(\$7,000)	(\$2,000)
Purchases			
Administration		(\$48,000)	
Police	(\$128,730)	(\$120,000)	(\$110,000)
Public Works	(\$30,996)	(\$65,000)	(\$157,000)
Ending Balance	(\$2,316)	\$148,184	\$112,684

Preliminary 2018/2019 Budget Requests



Equipment Services Request	Amount
Police Vehicles (2 Replacements)	\$115,000
Public Works Dump Truck	\$130,000
Public Works Trailer	\$27,000
Total	\$272,000

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Public Works Dump Truck & Trailer

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Patrol Vehicles



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Building Services Fund



	2017 Actual	2018 Projected	2019 Preliminary
Beginning Balance	\$237,649	\$565,631	\$118,412
Service Charges			
General Fund	\$133,352	\$58,500	\$117,708
Utility Fund	\$22,262	\$10,100	\$29,167
Other Funds	\$50,189	\$2,400	\$3,125
GF Transfer	\$250,000	\$100,000	
Supplies/Lease	(\$23,989)	(\$24,760)	(\$149,760)
Maintenance	(\$5,562)	(\$8,000)	(\$8,000)
Utilities	(\$24,473)	(\$15,000)	(\$15,000)
Services	(\$79,916)	(\$7,200)	(\$7,200)
Capital Outlay		(\$587,330)	
Ending Balance	\$565,631	\$118,412	\$44,452

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Town Hall Lease Space



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Information Technology Fund



	2017 Actual	2017 Projected	2018 Preliminary
Beginning Balance	\$0	\$89,719	\$19
Service Charges			
General Fund		\$76,500	\$76,500
Utility Fund		\$14,000	\$14,000
Other Funds		\$3,000	\$3,000
General Fund Transfer	\$100,000		
Maintenance	(\$428)	(\$1,450)	(\$16,000)
Utilities		(\$15,500)	(\$31,000)
Services	(\$9,853)	(\$100,000)	(\$111,000)
Capital Outlay		(\$66,250)	
Ending Balance	\$89,719	\$19	(\$59,981)

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2018/2019 Budget Calendar



Thursday, May 10	Budget Principles/Goals
Thursday, June 14	Budget Outlook
Thursday, July 26	Vote of Proposed Tax Rate Set Hearing Dates
Thursday, August 9	Tax Rate Hearing (1 st) Budget Hearing
Thursday, August 23	Tax Rate Hearing (2 nd)
Thursday, September 6	Adopt Budget Adopt Tax Rate



Regular Session

Agenda Item 4



Public Input

Agenda Item 5



Consent Items

Agenda Item 6



Peter Dewing, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

Town Council Meeting Minutes
Thursday, May 10, 2018
1400 FM 407 – Chamber Room - Northlake, Texas

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

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

Staff Members present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Brandon Doughty, Crew Leader; Sergeants Alex Arnold and Dwight Thornton; Detective Doug Williams; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

Consultations present: Ashley Dierker, Legal Counsel; Ben McGahey, PE, Town Engineer
Brett Gardner, Special Legal Counsel

2. Special Recognition
 - A. Mayor Dewing recognized Brandon Doughty for his 5 Years of Service with Northlake Public Works Department
 - B. Mayor Dewing recognized Motorcycle Awareness and Safety Month May 2018 by Proclamation No. 18-1
 - C. Mayor Dewing recognized National Police Week May 13th – 19th by Proclamation No. 18-2
 - D. Mayor Dewing recognized National Public Works Week May 20th – 26th by Proclamation No. 18-3
3. Briefing Items
 - E. 2018 Northlake Resident Satisfaction Report submitted to Northlake and Brian Guenzel w/UTA Dept. of Public Affairs, College of Architecture, Planning and Public Affairs and presented by Laura Bradley, Michelle Cervantes, Chris Dennis and Kiersten Lipps
 - F. Drew Corn gave the update on Town Office Lease
 - G. Karen Bolyard presented the FY 2018 Quarterly Budget Report
 - H. Drew Corn presented the FY 2018 Budget Principles Update
 - I. Nathan Reddin presented the proposed Unified Development Code Amendments on Setback Regulations
4. Regular Meeting to Order

Mayor Dewing called the regular meeting to order at 6:26 pm and stated a quorum was present
Pledge of Allegiance and a Moment of Silence was observed

5. Public Input

- Sherri Stewart Ganz, resident of Northlake, thanked the outgoing council members for their service and dedication to the community and for leaving the town in good financial status
- Brian Montini, resident of Northlake, thanked the departing council members for their service and he also thanked the Mayor, remaining council members and staff for their support
- Cliff Travis, resident of Northlake, thanked the departing council members, said he appreciated their dedication and service to the community. Wants the community to move forward in a positive manor with the incoming council members
- Rena Hardeman, resident of Northlake, thanked the outgoing council members for their service, thanked staff members and look forward to serving on the council

6. Consent Items

Councilmember Young moved to approve the consent items. 2nd by Mayor Pro Tem McBride

Vote: motion passed unanimous

J. Town Council meeting minutes of April 12, 2018

K. Resolution No. 18-13 nomination of Jim Carter to the Board of Managers Denco Area 9-1-1 District

L. Acceptance of a dedication deed for the dedication of 0.383 acres of right-of-way for Sam Lee Lane

M. 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. Chairman Dewing convene the Board of Adjustment meeting at 6:38 pm

Chairman Dewing reconvene into Regular Session at 6:39 pm

8. Regular Items

O. Councilmember Ganz moved to approve the 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. 2nd by Councilmember Sessions

Vote: motion passed

For: Ganz, Sessions, McBride, Simpson

Abstained: Young (Filed Conflict of Interest Affidavit)

P. Councilmember Young moved to approve the 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. 2nd by Councilmember Simpson

Vote: motion passed unanimous

Q. Councilmember Ganz moved to approve the 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. 2nd by Mayor Pro Tem McBride

Vote: motion passed unanimous

- R. Mayor Pro Tem McBride moved to approve the contract between Upper Trinity Regional Water District Regional Treated Water System Additional Participating Member Contract with Town of Northlake. 2nd by Councilmember Sessions

Vote: motion passed unanimous

- S. Councilmember Simpson moved to cancel the May 24th, 2018 council meeting. 2nd by Councilmember Sessions

Vote: motion passed

For: Simpson, Sessions, Young, Ganz

Against: McBride

- T. Councilmember Ganz moved to accept the resignation of Mike McBride from the Northlake Economic Development and Michael Ganz from the Northlake Community Development Board of Directors. 2nd by Councilmember Sessions

Vote: motion passed unanimous

- U. Councilmember Ganz moved to approve the appointment of William Moore to Northlake Economic Development and Andrea Richardson to Northlake Community Development Board of Directors. 2nd by Councilmember Sessions

Vote: motion passed unanimous

9. Mayor Dewing convened the council into Executive Session at 7:03 to discuss the items listed below:

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. 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

- d. Pursuant to Section 551.072, Texas Government Code - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as 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
- e. Pursuant to Section 551.072, Texas Government Code - deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as 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

Mayor Dewing reconvened the council back into regular session at 7:35 pm. No action taken while in closed session

Open Session

- V. No action taken- 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
 - W. No action taken- 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
10. Councilmember Ganz moved to adjourn the meeting at 7:36 pm. 2nd by Mayor Pro Tem McBride
- Vote: motion passed unanimous

Passed and approved on this the 14th day of June, 2018

Town of Northlake

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE

RESOLUTION NO. 18-14

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS DECLARING RESULTS OF A GENERAL ELECTION HELD MAY 5, 2018, FOR THE PURPOSE OF ELECTING THREE COUNCIL MEMBERS TO PLACES 1, 2, AND 3 FOR A TWO-YEAR TERM EACH

WHEREAS, the Town Council of the Town of Northlake, Texas ("Town") caused to be published in accordance with the laws of the State of Texas, notice of the election held May 5, 2018, to elect three Council Members for Place 1, Place 2, Place 3; and

WHEREAS, notice of election was properly given by the Town as required by law; and

WHEREAS, the Town Council has considered the returns of said election held May 5, 2018; and

WHEREAS, said election was duly and legally held on May 5, 2018, in the Town and in conformity with the election laws of the State of Texas, and the results of said election have been certified and returned by the proper judge and clerks thereof; and

WHEREAS, the election returns, duly and legally made, showed that there were cast in said election a total of 420 valid and legal votes, of which 19 were cast absentee, 296 were cast early, and 105 were cast on election day; and that each of the candidates in said election received the following votes:

COUNCIL MEMBER PLACE 1

Candidate	Absentee	Early Voting	Election Day	Total	Percentage
Jean Young	5	116	43	164	39.81%
Rena Hardeman	12	175	61	248	60.19%

COUNCIL MEMBER PLACE 2

Candidate	Absentee	Early Voting	Election Day	Total	Percentage
Mike McBride	11	129	41	181	45.59%
Jimmy Lambert	7	158	51	216	54.41%

COUNCIL MEMBER PLACE 3

Candidate	Absentee	Early Voting	Election Day	Total	Percentage
Brian G. Montini	10	165	66	241	58.64%
Michael C. Ganz	7	130	33	170	41.36%

WHEREAS, pursuant to Chapter 22, Section 22.004 of the Texas Local Government Code, to be elected to office of the municipality, a person must receive more votes than any other person for the office.

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

Section 1. That it is found and determined that the results of the election as canvassed and tabulated in the preamble reflect the expressed desires of the residents, qualified electors of the Town, and that the canvass of votes cast in said election and returns thereof, which is attached hereto as Exhibit A, were made in accordance with the law.

Section 2. That the duly elected members of the Town Council of the Town of Northlake, Texas, elected on May 5, 2018, for Council Member Places 1, 2, and 3 subject to the taking of the oaths as provided by the laws of the State of Texas are as follows:

Council Place 1 – Rena Hardeman

Council Place 2 – Jimmy Lambert

Council Place 3 – Brian G. Montini

PASSED AND APPROVED ON THIS THE 14th DAY OF JUNE, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



RESOLUTION NO. 18-15

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE TOWN TO BE SURPLUS PROPERTY AND AUTHORIZING THE TOWN ADMINISTRATOR TO DISPOSE OF SUCH PROPERTY

WHEREAS, The Town Council of the Town of Northlake, Texas, has determined that certain personal property owned by the Town in the form of certain equipment is no longer needed; has been replaced by other equipment; and is no longer necessary for the Town's current or foreseeable needs; and

WHEREAS, such surplus property, while no longer being of value or benefit to the Town, may be of benefit or value to some other person or entity; and

WHEREAS, the Texas Government Code authorizes the Town to dispose of surplus proper.

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

SECTION 1. The Town Council hereby finds and determines that the property identified on the attached Exhibit "A", which is hereby incorporated and made part of this Resolution as if set forth fully at length is no longer necessary for the operations of the Town of Northlake and is hereby declared to be surplus property in accordance with the Texas Government Code.

SECTION 2. The Town Administrator is hereby directed to take all reasonable steps to dispose of such items of surplus property and the proceeds there from shall be deposited to the General Fund or appropriate fund.

PASSED AND APPROVED THIS THE 14th DAY OF JUNE, 2018

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit 'A'
Town of Northlake
Surplus Inventory

Year	Make	Serial No.
2011	Chevrolet Tahoe	1GNLC2E01BR334827
2011	Dodge Charger	2B3CL1CT3BH551779
2013	Chevrolet Tahoe	1GNLC2E00DR161093



TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 18-16

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
APPROVING THE TOWN OF NORTHLAKE INVESTMENT POLICY**

WHEREAS, the Town of Northlake, Texas, acknowledges the high priority of providing the necessary guardianship of public funds in the municipal sector; and

WHEREAS, the Town Council expressly intends to set high fiscal standards, delegate treasury and investment duties to appropriate officials, and to review the actual performance at regular intervals; and

WHEREAS, the Town Council hereby intends to implement investment requirements set forth in Texas Revised Civil Statutes Annotated, Article 4413 (34c) and 2256.

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

SECTION 1. The Town Council has reviewed and hereby adopts the Town of Northlake Investment Policy June 14, 2018, including all revisions and changes required under State law or recommended by Town staff. This investment policy replaces the investment policy dated June 2017.

PASSED AND APPROVED THIS THE 14TH DAY OF JUNE, 2018

TOWN OF NORTHLAKE, TEXAS

PETER DEWING, Mayor

ATTEST:

SHIRLEY ROGERS, Town Secretary

INVESTMENT POLICY

TOWN OF NORTHLAKE, TEXAS

I. POLICY STATEMENT

It is the policy of the Town that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide the maximum security of principal invested through limitations and diversification while meeting the daily cash flow needs of the Town and conforming to all applicable state statutes governing the investment of public funds.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the Town to be in complete compliance with local law and the Texas Public Funds Investment Act (the "Act"). The earnings from investment will be used in a manner that best serves the interests of the Town.

II. SCOPE

This investment policy applies to all the financial assets and funds of the Town. The Town commingles its funds into pooled investment accounts for investment purposes for efficiency and maximum investment opportunity. These funds are defined in the Town's Comprehensive Annual Financial Report (CAFR) and include:

- General Fund
- Debt Service Fund
- Utility Fund
- Hotel Occupancy Tax Fund
- Economic Development Corporation Fund
- Community Development Corporation Fund
- Special Court Revenue Fund
- Donations Fund
- Seizure Fund
- Equipment Fund
- Water and Sewer Impact Fee Fund
- Capital Improvement Projects Fund
- Public Improvement District Fund

Any new funds created by the Town unless specifically exempted by the Town Council and this policy.

III. OBJECTIVES AND STRATEGY

It is the policy of the Town that all funds shall be managed and invested with six primary objectives, listed in order of their priority: safety, suitability, liquidity, diversification, yield and marketability. Investments are to be chosen in a manner which promotes diversity by market sector, credit and maturity. The choice of high-grade government investments and high-grade, money market instruments are designed to assure the marketability of those investments should liquidity needs arise. To match anticipated cash flow requirements the maximum weighted average maturity of the overall portfolio may not exceed six months. However, under certain market conditions the Investment Officer or authorized delegates may need to shorten or lengthen the average life or duration of the portfolio to protect the Town's investment portfolio.

Safety of Principal

Safety of principal is the foremost objective of the Town. Investments of the Town shall be undertaken in a manner that seeks to insure the preservation of capital in the overall portfolio.

Suitability

All investments authorized in the Town's Investment Policy are suitable for the Fund types listed in Section II of the policy.

Liquidity

The Town's investment portfolio will be based on a cash flow analysis of needs and will remain sufficiently liquid to enable it to meet all operating requirements which might be reasonably anticipated.

Diversification

Diversification of the portfolio will include diversification by maturity and market sector and will include the use of a number of broker/dealers for diversification and market coverage. Competitive bidding will be used on each sale and purchase.

Yield

The Town's investment portfolio shall be designed with the objective of attaining a market rate of return, taking into account the Town's risk constraints and the cash flow needs of the portfolio. "Market rate of return" may be defined as the average yield of the current six month U.S. Treasury Bill.

Marketability

Securities with active and efficient secondary markets are needed in the event of an unanticipated cash requirement.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure maximum cash availability. The Town shall maintain a comprehensive cash management program which includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms and the management of banking services.

IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The Act is attached as Exhibit A. The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public funds deposits. All investments will be made in accordance with these statutes.

V. DELEGATION OF INVESTMENT AUTHORITY

The Town Administrator or his/her designee, acting on behalf of the Town, is designated as the Investment Officer of the Town and is responsible for insuring that the investment management decisions and activities are conducted in accordance with the Town's Investment Policy. The Administrator is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officer shall ensure that periodic training in investments for all involved in the investment process is provided through courses and seminars offered by professional organizations and associations in order to insure the quality and capability of the Town's investment personnel making investment decisions in compliance with the Act.

The Investment Officer shall ensure that all involved in the investment process, to include investment committee members, comply with the ethics guidelines in the Act and disclose any conflicts of interest or personal business relationships that may exist.

The Investment Officer shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this Investment Policy. Procedures will include reference to safekeeping, require and include the "Bond Market Master Repurchase Agreements" (as applicable), wire transfer agreements, banking services contracts, and other investment related activities.

The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officer shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officer is not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

Authorization Resolution

A Trading Resolution is established with this investment policy and attached hereto, authorizing the Investment Officer to engage in investment transactions on behalf of the Town. The persons authorized by the Trading Resolution to transact business for the Town are also authorized to approve wire transfers used in the process of investing.

VI. PRUDENCE

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

Monitoring of Investment Portfolio

The Investment Officer shall monitor the investment portfolio and shall keep the Council informed of significant declines in the market value of the Town's investment portfolio. Information sources may include financial/investment publications, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly or as often as economic conditions warrant by using appropriate reports, indices or benchmarks for the type of investment. Upon awareness by investment staff of a downgrade in a investment in the Town's portfolio, prudent measures shall be taken to liquidate a investment that is downgraded to less than the required minimum rating.

Limitation of Personal Liability

The Investment Officer and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person Rule, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse market effects.

VII. INTERNAL CONTROLS

The Investment Officer shall establish a system of written internal controls which will be reviewed annually with the independent auditor of the Town. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the Town.

Cash Flow Forecasting

Cash flow forecasting is designed to protect and sustain cash flow requirements of the Town. Supplemental to the financial and budgetary systems, the Investment Officer will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

VIII. AUTHORIZED INVESTMENTS

Acceptable investments under this policy shall be limited to the instruments listed below and as further described by the Public Funds Investment Act.

- A. Obligations of the United States Government, its agencies and instrumentalities, and government sponsoring enterprises, not to exceed two years to stated maturity, excluding collateralized mortgage obligations (CMOs);
- B. Fully insured or collateralized certificates of deposit from a bank doing business in the State of Texas and under the terms of a written depository agreement with that bank, not to exceed one year to stated maturity;
- C. Repurchase agreement and reverse repurchase agreements as defined by the Act, not to exceed 90 days to stated maturity, provided an executed Bond Market Master Repurchase Agreement is on file with the Town and the counterparty bank or primary dealer. Flex repurchase agreements used specifically for capital projects may extend beyond two years but only to match the expenditure plan of the projects;
- D. No-load, SEC registered money market funds, not to exceed a weighted average maturity of 90 day, each approved specifically before use by the Town
- E. Constant dollar Texas Local Government Investment Pools as defined by the Public Funds Investment Act. A pool must be continuously rated no lower than AAA or AAAM or at an equivalent rating by at least one nationally recognized rating agency.

If additional types of securities are approved for investment by public funds by state statute, they will not be eligible for investment by the Town until this policy has been amended and the amended version approved by the Town Council.

Competitive Bidding Requirement

All securities, including certificates of deposit, will be purchased or sold after three (3) offers/bids are taken to verify that the Town is receiving fair market value/price for the investment.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the Town, shall be conducted on a delivery versus payment (DVP) basis.

Ratings Downgrade

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The City shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

All investments made by the Town will be made through either the Town's banking services bank or a primary dealer. The Investment Committee will review the list of authorized broker/dealers annually. A list of at least three broker/dealers will be maintained in order to assure competitive bidding.

Securities broker/dealers must meet certain criteria as determined by the Investment Officer. The following criteria must be met by those firms on the list:

- Provision of an audited financial statement each year,
- Proof of certification by the National Association of Securities Dealers (NASD) and provision of CRD number,
- Proof of current registration with the State Securities Commission, and
- Completion of a Town questionnaire.

Every broker/dealer and bank with which the Town transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program. A representative of the firm will be required to return a signed certification stating that the Policy has been received and reviewed and that controls are in place to assure that only authorized securities are sold to the Town.

X. DIVERSIFICATION AND MATURITY LIMITATIONS

It is the policy of the Town to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

<u>Security Type</u>	<u>Max % of Portfolio</u>
U.S. Treasury obligations	100%
U.S. Government agencies and instrumentalities	not to exceed 50%
Fully insured or collateralized CDs	not to exceed 30%
Repurchase agreements	100%
Money Market funds	100%
For Bond funds	80%
Local Government Investment Pools	
Liquidity Pools	100%
Maximum percent ownership of pool	not to exceed 10%
For Bond Funds	not authorized

The Investment Officer shall be required to diversify maturities. The Investment Officer, to the extent possible, will attempt to match investment with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to sell securities prior to maturity, thus reducing market risk. Unless matched to specific requirements, the Investment Officer may not invest more than 20% of the portfolio for a period greater than one (1) year. Unless matched to specific requirements, the Investment Officer may not invest any portion of the portfolio for a period greater than two (2) years. The portfolio's weighted-average maturity shall be limited to 365 days.

XI. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by either the Town, an independent third party financial institution, or the Town's designated banking services depository.

All safekeeping arrangements shall be designated by the Investment Officer and an agreement of the terms executed in writing. The third party custodian shall be required to issue safekeeping receipts to the Town listing each specific security, rate, description, maturity, cusip number, and other pertinent information. Each safekeeping receipt will be clearly marked that the security is held for the Town or pledged to the Town.

All securities pledged to the Town for certificates of deposit or demand deposits shall be held by an independent third party bank doing business in Texas. The safekeeping bank may not be within the same holding company as the bank with which the securities are pledged.

Collateralization will be required for all time and demand deposits over the applicable FDIC insurance coverage limits and for all repurchase agreements in accordance with the collateralization requirements set forth in the Investment Policy.

In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Collateral will be held by an independent third party safekeeping agent.

XII. PERFORMANCE EVALUATION AND REPORTING

The Investment Officer shall submit monthly reports to the Town Administrator and quarterly reports to the Town Council containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and consistent with statutory requirements. All reports shall be in compliance with the Act. Market prices for market evaluations will be obtained from an independent source.

XIII. DEPOSITORIES

The Town will designate one banking institution through a competitive process as its central banking services provider at least every three years. This institution will be used for normal banking services including disbursements, collections, and safekeeping of securities. Other banking institutions from which the Town may purchase certificates of deposit will also be designated as a depository after they provide their latest audited financial statements to the Town.

XIV. INVESTMENT POLICY ADOPTION BY COUNCIL

The Town's Investment Policy shall be adopted annually by the Council. The policy and strategies shall be reviewed on an annual basis by the Council or a designated Committee of the Council. A written resolution approving the review and any changes to the policy from the review will be passed by the Council and recorded by the Town Secretary.

XV. COMPLIANCE AUDIT

A compliance audit of management controls on investments and adherence to this investment policy shall be completed in conjunction with the annual financial audit.



Regular Items

Agenda Item 7

Memo

To: Honorable Mayor and Councilmembers
From: Shirley Rogers, Town Secretary
cc: Drew Corn, Town Administrator
Date: June 7, 2018
Re: Appointment of Mayor Pro Tempore

Dear Honorable Mayor and Council Members:

Each year following the general election, the council is allowed to appoint a member of the council as mayor pro tempore. At each new governing body's first meeting or as soon as practicable, the governing body shall elect one council member to serve as mayor pro tempore for a term of one year. If the mayor fails, is unable, or refuses to act, the mayor pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

If the mayor and the mayor pro tempore are absent, any council member may be appointed to preside at the meeting. (LGC 22.037)

22.037. MAYOR AS PRESIDING OFFICER; PRESIDENT PRO TEMPORE

(a) The mayor shall reside at all meetings of the governing body of the municipality and, except in elections, may vote only if there is a tie.

(b) At each new governing body's first meeting or as soon as practicable, the governing body shall elect one alderman to serve as president pro tempore for a term of one year.

(c) If the mayor fails, is unable, or refuses to act, the president pro tempore shall perform the mayor's duties and is entitled to receive the fees and compensation prescribed for the mayor.

(d) If the mayor and the president pro tempore are absent, any alderman may be appointed to preside at the meeting.

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

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

Date: June 14, 2018

Re: Heritage Fields Mixed-Use Planned Development (MPD) Amendment to adjust western boundary

Purpose: To hold a public hearing and consider a zoning change request to adjust the western boundary of the Heritage Fields Mixed-Use Planned Development (MPD) zoning district, rezoning a 2.07-acre tract from Rural Residential (RR) to MPD and a 2.40-acre tract from MPD to RR, generally located in the Patrick Rock Survey, Abstract No. 1063, south of Robson Ranch Road approximately 3,500 feet east of Faught Road.

Public Hearing Information: Northlake's Unified Development Code (UDC) in accordance with state law requires that a zoning change must be approved by ordinance following public notice and a public hearing. The public hearing is scheduled to be held at this meeting. Notice of the public hearing was published in the Denton Record Chronicle at least 15 days prior to the public hearing, and a notice was mailed to all Northlake property owners within 200 feet of the area subject to this amendment 30 days prior to the public hearing. Staff has received no responses from the notifications as of the writing of this memo. Any responses received prior to the public hearing will be presented at the Town Council meeting.

Owner/Applicant: D-F Pacific No. 2 Ltd. & Silverstone Northlake Ltd.

Land Planner: JBI Partners, Inc.

Background: A mixed-use planned development (MPD) zoning plan for the proposed Heritage Fields development was first presented to Town Council in March 2013. The following year provided numerous opportunities for feedback from the Council and the general public, resulting in several revisions to the proposed MPD, with it finally being approved on June 26, 2014 with the adoption of Ordinance No. 14-0626A. The far western portion of the property under the same ownership was left out of the MPD, and it remains zoned Rural Residential (RR). The MPD calls for a maximum of 1,205 single-family residential lots with a variety of lot sizes from 6,000 square feet up to 1 acre. It also calls for at least 50 acres of open space (13.5% of the overall area) and approximately 11 acres of commercial at the future intersection of Cleveland-Gibbs Road and Robson Ranch Road. A preliminary plat for Phases 1-5 was approved by Town Council on April 14, 2016, but due to changes in how the drainage is planned to be handled, the applicant has submitted this revised preliminary plat which was approved

Heritage Fields Mixed-Use Planned Development (MPD) Amendment
Page 2 of 2

by the Town Council on October 12, 2017. The Preliminary Plat added a Phase 6, which is for the one-acre lots on the western boundary of the MPD, identified as Tracts 1 and 2 on the MPD concept plan.

Summary of Proposed MPD Amendment: The proposed MPD amendment only changes the far western boundary of the MPD. No other revisions to the MPD are proposed. The intent of the MPD amendment is to adjust the western zoning boundary to correspond with the limits of the preliminary plat as that limited was further refined. This amendment shifts the overall MPD boundary just slightly east by rezoning a 2.07-acre tract presently zoned RR to MPD and a 2.40-acre tract presently zoned MPD to RR. The 2.07-acre tract to be rezoned to MPD will be incorporated into Tract 2 (RE) Rural Estates on the Concept Plan which requires a minimum lot size of 1-acre and similar standards to the Town's RE zoning district.

Staff Analysis: Staff has reviewed this application in accordance with the Unified Development Code and found the submittal to meet the minimum requirements for consideration by the Town Council.

Attachments:

- Public Hearing Information (Public Hearing notice, Letter of Intent & notification list)
- Draft MPD amendment ordinance with exhibit showing parcels to be rezoned



NOTICE OF PUBLIC HEARING

Notice is hereby given that the Northlake Town Council will hold a public hearing on Thursday, June 14, 2018, at a meeting to begin at 5:30 pm at Northlake Town Hall, 1400 FM 407, Northlake, Texas. The purpose of this hearing is to hear comments for or against a zoning change to adjust the western boundary of the Heritage Fields Mixed-Use Planned Development (MPD) zoning district, rezoning a 2.07-acre tract from Rural Residential (RR) to MPD and a 2.40-acre tract from MPD to RR, generally located in the Patrick Rock Survey, Abstract No. 1063, south of Robson Ranch Road approximately 3,500 feet east of Faught Road. D-F Pacific No. 2 Ltd. & Silverstone Northlake Ltd. is the owner/applicant. JBI Partners, Inc. is the land planner. Case # PD-17-010.

ABOUT THIS REQUEST

A summary of the proposed zoning change is provided in the letter of intent and exhibit enclosed with this notice. If you would like more information or have any questions about this request, please contact Nathan Reddin, Development Director, at 940-242-5703 or nreddin@town.northlake.tx.us. You may also visit Northlake Town Hall between the hours of 8:00 am to 4:00 am, Monday – Friday.

PUBLIC HEARING PROCESS

The public hearing process is designed to provide opportunities for citizen involvement and comment. The public hearing is held before the Town Council. During the public hearing, interested persons are asked to sign in and speak before the Town Council to provide comments for or against the request before the Town Council. Prior to the public hearing, Northlake landowners within two hundred (200) feet of the subject property are notified of the request by mailing of this notice thirty (30) days prior to the date of the public hearing. Notifications are also published in the Denton Record-Chronicle fifteen (15) days prior to the date of the public hearing.

WRITTEN RESPONSE PROCESS

You may also make your opinion known on this request by returning the enclosed Notification Response Form. Please return this form with your comments prior to the date of the public hearing. *This in no way prohibits you from attending and participating in the public hearing.* The Council is informed of the percentage of responses in support and in opposition of the request. If the owners of more than twenty (20) percent of the Northlake land area within two hundred (200) feet of the site submit written opposition, then four (4) out of five (5) votes of the Town Council are required to approve the request. ***These forms are used to calculate the percentage of landowner opposition.***

**HERITAGE FIELDS
LETTER OF INTENT**

The current zoning for the Heritage Fields community was adopted by the Town Council on June 26, 2014. The western limits of the community were based on a Concept Plan developed at that time. Subsequently the property has been preliminary platted. The platting of the property has allowed for a refined western limit.

The intent of this rezoning request is to adjust the western zoning boundary to correspond to the community limits established by the preliminary plat.

As can be seen on the accompanying exhibit, Parcel 2.1 (2.07 acres) is presently zoned to the Rural Residential zoning district. Parcel 2.2 (2.40 acres) is presently zoned to the Rural Estate district as part of the Heritage Fields Planned Development.

Upon approval of the rezoning request, Parcel 2.1 will be incorporated into the Heritage Fields Planned Development and be zoned to the Rural Estate district. Parcel 2.2 will be zoned Rural Residential and will be removed from the Heritage Fields planned development.

Both parcels are owned by the same entity.

200 Foot Notification List for Public Hearing

Case Name: Heritage Fields
Case Type: Planned Development (PD) Amendment (boundary adjustment)
Case Number: PD-17-010
Public Hearing Date: June 14, 2018

PROPERTY ID	OWNER NAME	OWNER ADDRESS	CITY	STATE	ZIP	LEGAL DESCRIPTION
OWNER/APP	D-F PACIFIC #2 LTD & SILVERSTONE NORTHLAKE LTD	212 S PALM AVE STE 200	ALHAMBRA	CA	91801	A1063A PATRICK ROCK, TR 51 & 52
PLANNER	JBI PARTNERS INC ATTN: JERRY SYLO	16301 QUORUM STE 200B	ADDISON	TX	75001	
SCHOOL DISTRICT	ARGYLE ISD	800 EAGLE DR	ARGYLE	TX	76226	

All Northlake properties within 200 feet of subject areas to be rezoned are owned by owner/applicant for this request.

All other properties within 200 feet of subject areas to be rezoned are in Northlake's ETJ.

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 18-0614A

AN ORDINANCE AMENDING ORDINANCE NO. 14-0626A BEING A MIXED-USE PLANNED DEVELOPMENT ZONING DISTRICT; AMENDING THE WESTERN BOUNDARY OF THE ZONING DISTRICT BY REZONING CERTAIN PROPERTY IN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT "A" AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; BEING MORE PARTICULARLY DESCRIBED AS A 2.07 ACRE TRACT OF LAND, TO BE REZONED FROM RURAL RESIDENTIAL TO MIXED-USE PLANNED DEVELOPMENT, AND A 2.40 ACRE TRACT OF LAND, TO BE REZONED FROM MIXED-USE PLANNED DEVELOPMENT TO RURAL RESIDENTIAL, LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT 1063, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 14-0626A establishing the zoning of Mixed-Use Planned Development "MPD" for a 370.19-acre tract of land located in the Patrick Rock Survey, Abstract 1063, in the Town of Northlake, Denton County, Texas; and

WHEREAS, the property owner has submitted a request to amend the boundary of the district included in Ordinance No. 14-0626A, the same being the established "MPD" Mixed-Use Planned Development District; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for zoning of property have been complied with; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on June 14, 2018 with respect to the zoning changes described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to amend Ordinance No. 14-0626A being a "MPD" Mixed-Use Planned Development District.

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

SECTION 1

Ordinance No. 14-0626A is hereby amended so that the Mixed-use Planned Development District "MPD" Zoning District boundary is adjusted as provided in Exhibit "A" attached hereto.

SECTION 2

The property described in Exhibit "A" as Parcel 2.1 is rezoned Mixed-Use Planned Development and is incorporated into Tract 2 (RE) Rural Estates on the Concept Plan Exhibit "B" of Ordinance No. 14-0626A and shall be subject to all applicable regulations contained in the Planned Development Standards provided in Exhibit "C" of Ordinance No. 14-0626A, the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake. The property described in Exhibit "A" as Parcel 2.2 is rezoned Rural Residential "RR" and shall be subject

to all applicable regulations contained in the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed but only as to the property described in Exhibit "A" attached hereto.

SECTION 4

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

SECTION 5

Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 6

All rights or remedies of the Town of Northlake are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto that have accrued at the time of the effective date of this ordinance and as to such accrued violations and all pending litigation both civil and criminal same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

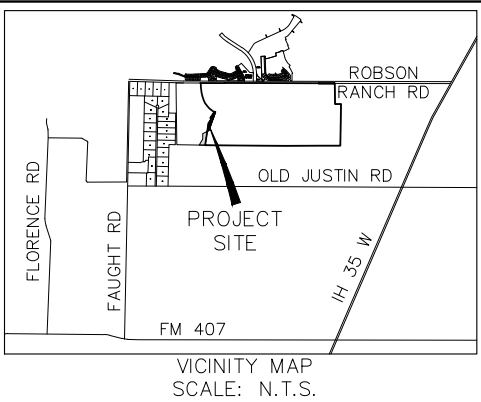
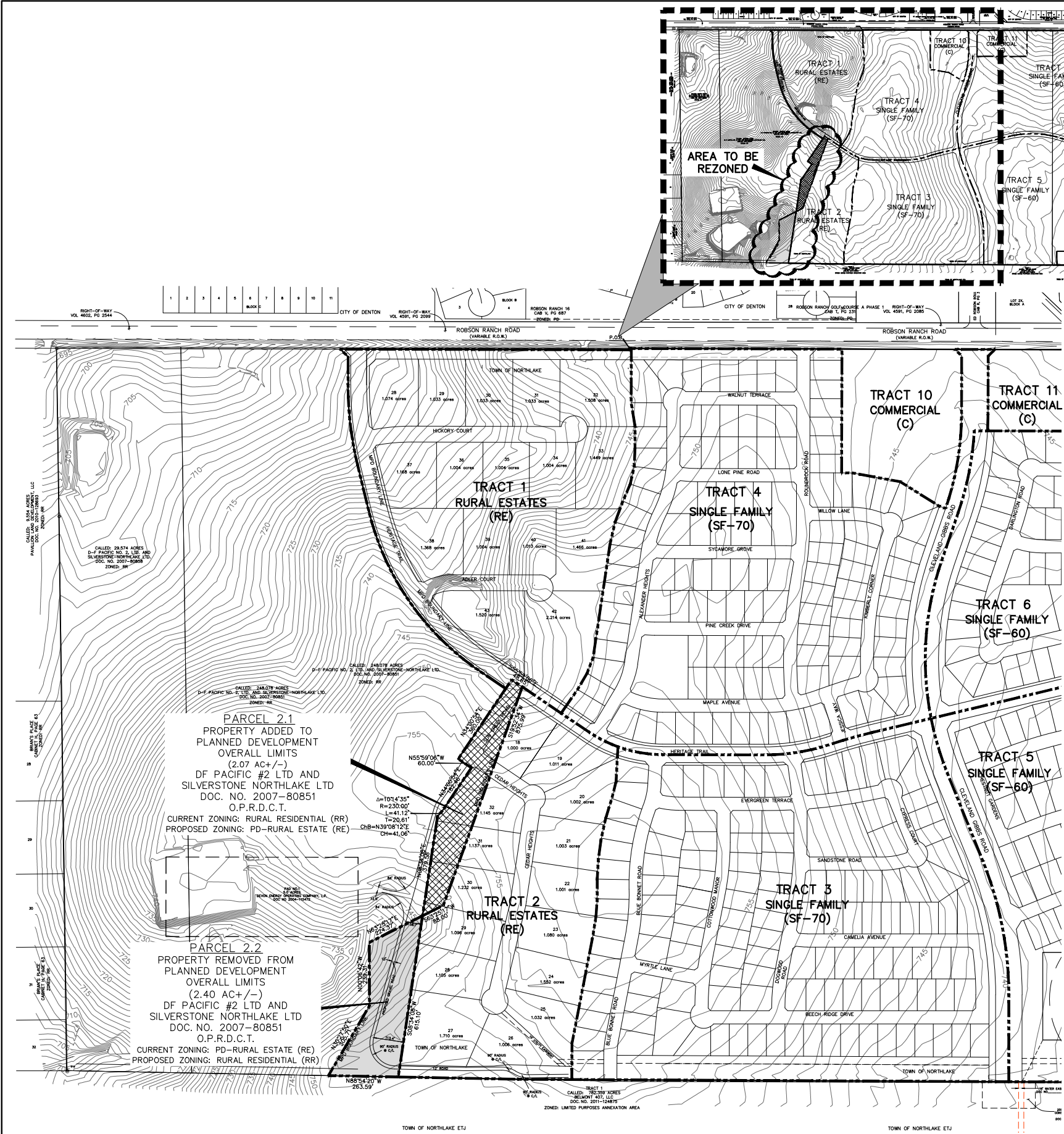
PASSED AND APPROVED on this the 14TH day of JUNE 2018

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



PARCEL 2.1

BEING a tract of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being part of that called 248.078 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80851, Official Public Records of Denton County, Texas, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the southwest corner of said 248.078 acre tract of land, said point being in the north line of a called 782.359 acre tract of land described as Tract 1 in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011-124875, Official Public Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 20 seconds East, 779.37 feet along the south line of said 248.078 acre tract of land and along the north line of said 782.359 acre tract of land and North 08 degrees 34 minutes 08 seconds East, 615.10 feet to the POINT OF BEGINNING of the herein described tract of land;

THENCE North 08 degrees 34 minutes 08 seconds East, 379.58 feet to a point for corner;

THENCE Northeasterly, 41.12 feet along a non-tangent curve to the left which has a central of 10 degrees 14 minutes 35 seconds, a radius of 230.00 feet, a tangent of 20.61 feet, and whose chord bears North 39 degrees 08 minutes 12 seconds East, 41.06 feet to a point for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 182.46 feet to a point for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 60.00 feet to a point for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 360.00 feet to a point for corner;

THENCE South 55 degrees 59 minutes 06 seconds East, 48.65 feet to a point for corner;

THENCE South 19 degrees 52 minutes 34 seconds West, 875.99 feet to a point for corner;

THENCE South 63 degrees 25 minutes 17 seconds West, 88.00 feet to the POINT OF BEGINNING and containing 2.068 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

PARCEL 2.2

BEING a tract of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being part of that called 248.078 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80851, Official Public Records of Denton County, Texas, and being further described as follows:

COMMENCING at a five-eighths inch iron rod found at the southwest corner of said 248.078 acre tract of land, said point being in the north line of a called 782.359 acre tract of land described as Tract 1 in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011-124875, Official Public Records of Denton County, Texas;

THENCE South 88 degrees 54 minutes 20 seconds East, 515.79 feet along the south line of said 248.078 acre tract of land and along the north line of said 782.359 acre tract of land to the POINT OF BEGINNING of the herein described tract of land;

THENCE North 30 degrees 27 minutes 50 seconds East, 305.71 feet to a point for corner;

THENCE North 00 degrees 06 minutes 42 seconds West, 239.31 feet to a point for corner;

THENCE North 63 degrees 25 minutes 17 seconds East, 224.37 feet to a point for corner;

THENCE South 08 degrees 34 minutes 08 seconds West, 615.10 feet to a point in the south line of said 248.078 acre tract of land, said point being in the north line of said 782.359 acre tract of land and said point being North 88 degrees 54 minutes 20 seconds West, 452.34 feet from a wood fence corner post found in the south line of said 248.078 acre tract of land;

THENCE North 88 degrees 54 minutes 20 seconds West, 263.59 feet along the south line of said 248.078 acre tract of land and along the north line of said 782.359 acre tract of land to the POINT OF BEGINNING and containing 2.398 acres of land.

"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

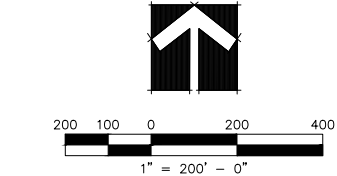


EXHIBIT A – LEGAL DESCRIPTION
HERITAGE FIELDS

BEING 4.47 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

DF PACIFIC NO. 2 LTD	OWNER
212 South Palm Avenue, Suite 200	(626) 282-8198
Alhambra, California 91801	Contact: Robert Yu
JBI PARTNERS, INC.	
16301 Quorum Drive, Suite 200 B	(972)248-7676
Addison, Texas 75001	Contact: Jerry Sylo
BPBE No. F-438	TBPLS No. 10076000

Submitted: December 1, 2017

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 14-0626A

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY ESTABLISHING THE ZONING CLASSIFICATION AND DEVELOPMENT STANDARDS OF CERTAIN PROPERTY IN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT "A" AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; BEING PARTICULARLY DESCRIBED AS A 370.19 ACRE TRACT OF LAND LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT 1063, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of "RR" Rural Residential for a 370.19 acre tract of land located in the Patrick Rock Survey, Abstract 1063, in the Town of Northlake, Denton County, Texas; and

WHEREAS, the Unified Development Code provides for adoption of Planned Development Districts; and

WHEREAS, the town of Northlake heretofore adopted Ordinance No. 09-0409A on April 9, 2009 The Northlake Vision and Comprehensive Plan Update and this rezoning complies with the plan's recommendations; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication and procedural requirements for zoning of property have been complied with; and

WHEREAS, a public hearing was held by the town Council of the Town of Northlake on March 27, 2014 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the town of Northlake does hereby deem it advisable and in the public interest to approve a MIXED-USE PLANNED DEVELOPMENT (MPD) on this property.

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

SECTION 1

The 370.19 acres of property described in Exhibit "A" shall be zoned MPD Mixed-Use Planned Development with the Concept Plan as provided in Exhibit "B" and the Development Standards as provided in Exhibit "C" attached hereto.

SECTION 2

The use of the property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed but only as to the property described in Exhibit A attached hereto.

SECTION 4

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

SECTION 5

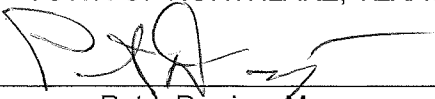
Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offence.

SECTION 6

This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

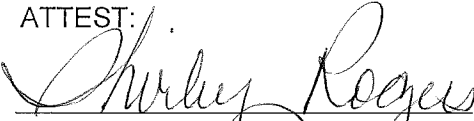
PASSED AND APPROVED on this the 26TH day of JUNE 2014

TOWN OF NORTHLAKE, TEXAS



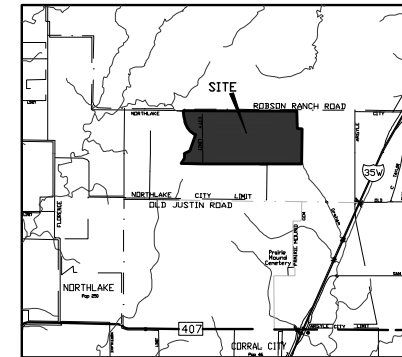
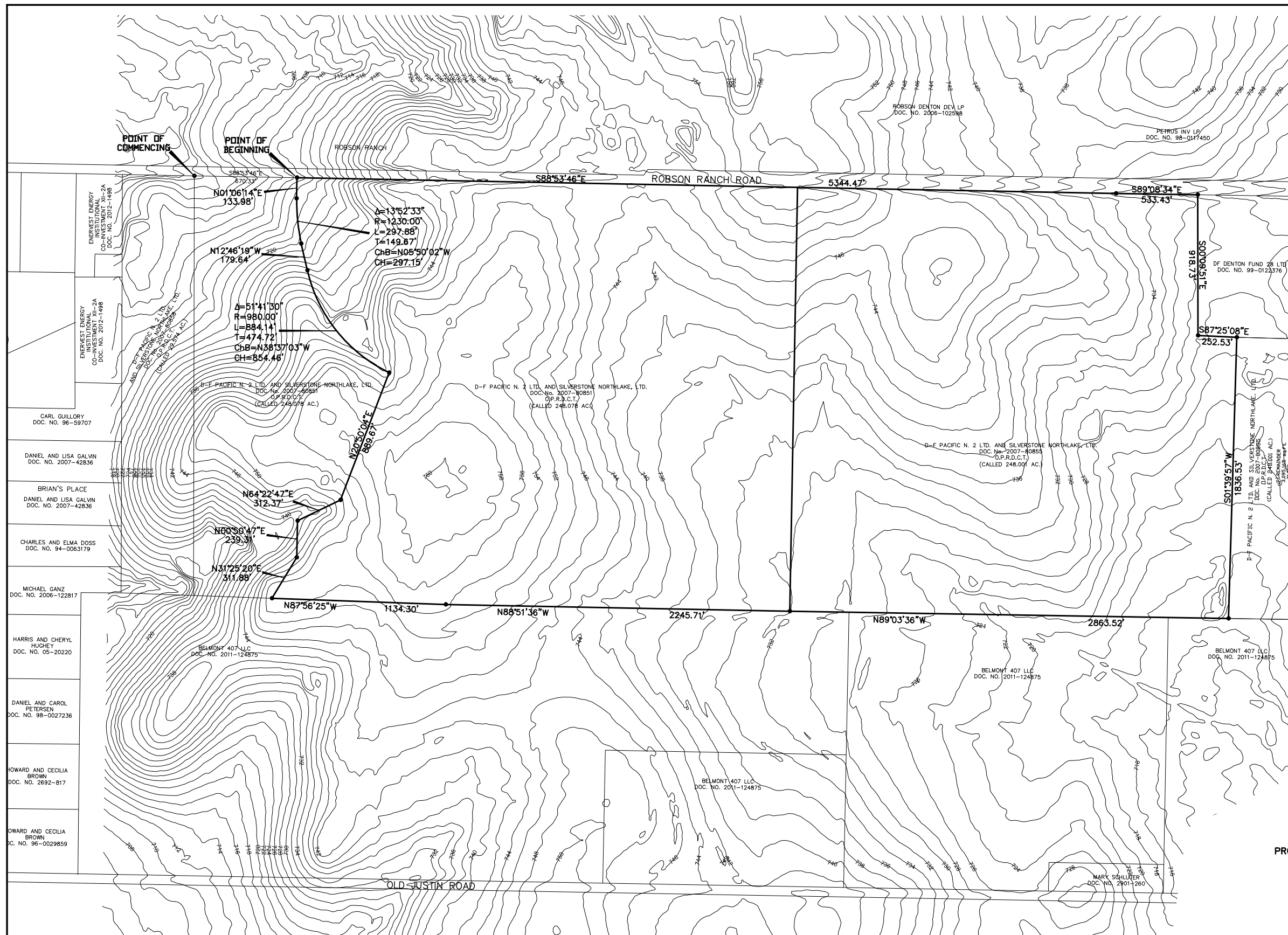
Peter Dewing, Mayor

ATTEST:



Shirley Rogers, Town Secretary





LOCATION MAP
NOT TO SCALE

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rovel Land Abstract No. 1063, and being a part of that called 248.078 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80851, Official Public Records of Denton County, Texas, and being a part of that called 248.001 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80855, Official Public Records of Denton County, Texas, and being further described as follows:

COMMENCING at the northwest corner of said 248.078 acre tract of land, said point being in the south right-of-way line of Robson Ranch Road (a 120 foot wide right-of-way);

THENCE South 88 degrees 53 minutes 46 seconds East, 670.33 feet along the south right-of-way of Robson Ranch Road to the POINT OF BEGINNING of this tract of land;

THENCE along the south right-of-way line of Robson Ranch Road as follows:
 South 88 degrees 53 minutes 46 seconds East, at 3737.07 feet passing the northeast corner of said 248.078 acre tract of land and the northwest corner of said 248.001 acre tract of land, in all a total distance of 5344.47 feet to a point for corner;

THENCE along the east line of said 248.001 acre tract of land as follows:
 South 00 degrees 09 minutes 51 seconds East, 918.73 feet to a point for corner;
 South 87 degrees 25 minutes 08 seconds East, 252.53 feet to a point for corner;

THENCE South 01 degrees 39 minutes 57 seconds West, 1836.53 feet to a point for corner in the south line of said 248.001 acre tract of land;

THENCE North 89 degrees 03 minutes 36 seconds West, 2863.52 feet to the southwest corner of said 248.001 acre tract of land and at the southeast corner of said 248.078 acre tract of land;

THENCE along the south line of said 248.078 acre tract of land as follows:
North 88 degrees 51 minutes 38 seconds West, 2245.71 feet to a point for corner;
North 87 degrees 56 minutes 25 seconds West, 1134.30 feet to a point for corner;

THENCE North 31 degrees 25 minutes 20 seconds East, 311.88 feet to a point for corner;

THENCE North 00 degrees 50 minutes 47 seconds East, 239.31 feet to a point for corner;

THENCE North 64 degrees 22 minutes 47 seconds East, 312.37 feet to a point for corner;

THENCE North 20 degrees 50 minutes 04 seconds East, 889.67 feet to a point for corner;
THENCE Northwesterly, 884.14 feet along a curve to the right which has a central of 51 degrees
41 minutes 30 seconds, a radius of 980.00 feet, a tangent of 474.72 feet, and whose chord bears
North 38 degrees 37 minutes 03 seconds West, 854.46 feet to a point for corner;

THENCE North 12 degrees 46 minutes 19 seconds West, 179.64 feet to a point for corner;

THENCE Northwesterly, 297.88 feet along a curve to the right which has a central of 13 degrees 52 minutes 33 seconds, a radius of 1230.00 feet, a tangent of 149.67 feet, and whose chord bears North 05 degrees 50 minutes 02 seconds West, 297.15 feet to a point for corner;

THENCE North 01 degrees 06 minutes 14 seconds East, 133.98 feet to the POINT OF BEGINNING and containing 370.19 acres of land.

"This document was prepared under 22 TAC 66.323, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

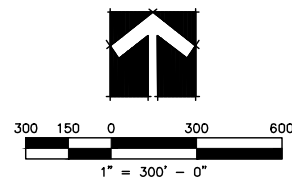


EXHIBIT A – LEGAL DESCRIPTION

HERITAGE FIELD

PROPOSED ZONING: MPD (MIXED-USE PLANNED DEVELOPMENT)

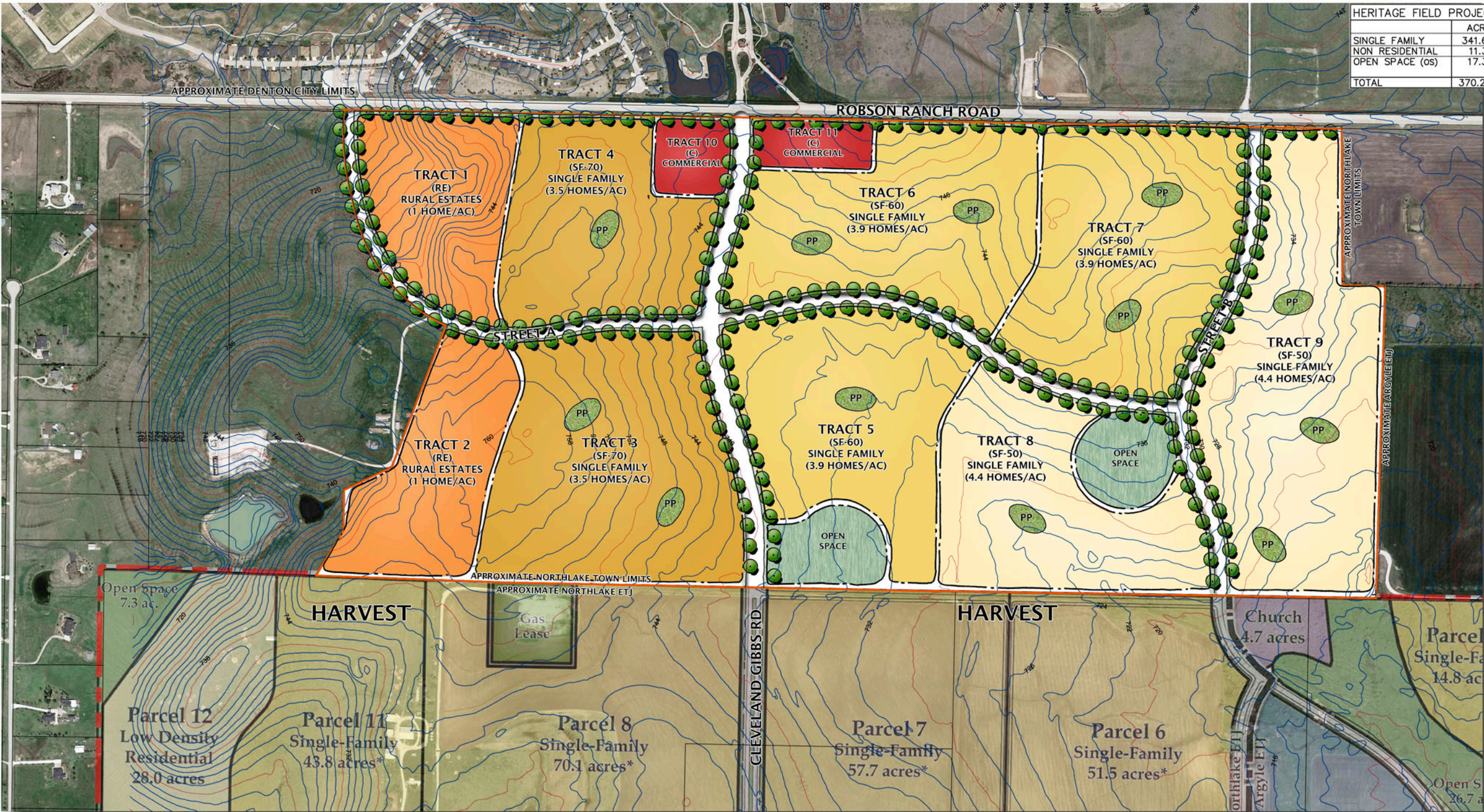
EXISTING ZONING: R/04-10A & 04-10B

370.19 ACRES OUT OF THE PATRICK ROCK SURVEY,
ABSTRACT NO. 1063

TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

DF PACIFIC NO. 2 LTD	OWNER
212 South Palm Avenue, Suite 200 Alhambra, California 91801	(626)282-8198
JB PARTNERS, INC.	ENGINEER/SURVEYOR/PLANNER
16301 Quorum Drive, Suite 200 B Addison, Texas 75001	(972)248-7676

June 11, 2013



HERITAGE FIELD PROJECT DATA			
	ACREAGE	PERCENTAGE	NOTES
SINGLE FAMILY	341.6 AC ±	92.3%	INCLUDES 32.7 AC ± POCKET PARKS (PP)
NON RESIDENTIAL	11.3 AC ±	3.1%	
OPEN SPACE (OS)	17.3 AC ±	4.6%	
TOTAL	370.2 AC ±	100.0%	TOTAL OS + PP = 50.0 AC ± (13.5% OF RESIDENTIAL COMMUNITY)

SINGLE FAMILY COMMUNITY DATA			
	AC ±	DU/AC	SINGLE FAMILY HOMES
TRACT 1	23.9	1.0	23
TRACT 2	22.4	1.0	22
TRACT 3	49.2	3.5	172
TRACT 4	31.6	3.5	110
TRACT 5	39.1	3.9	152
TRACT 6	41.7	3.9	162
TRACT 7	45.0	3.9	175
TRACT 8	33.6	4.4	147
TRACT 9	55.1	4.4	242
TOTAL	341.6	3.53	1,205

HERITAGE FIELD NON RESIDENTIAL DATA	
	AC ±
TRACT 10	5.7
TRACT 11	5.6
TOTAL	11.3

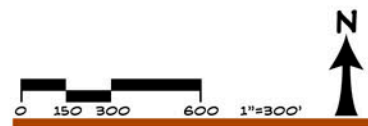
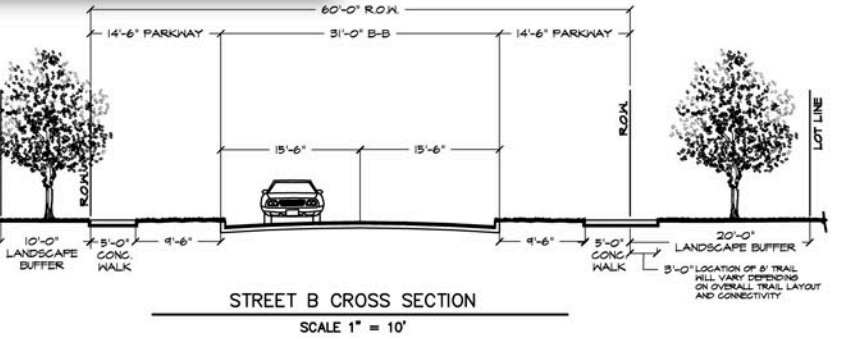
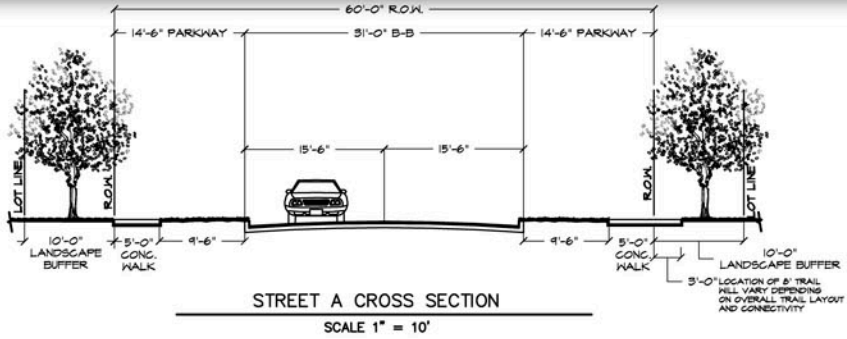
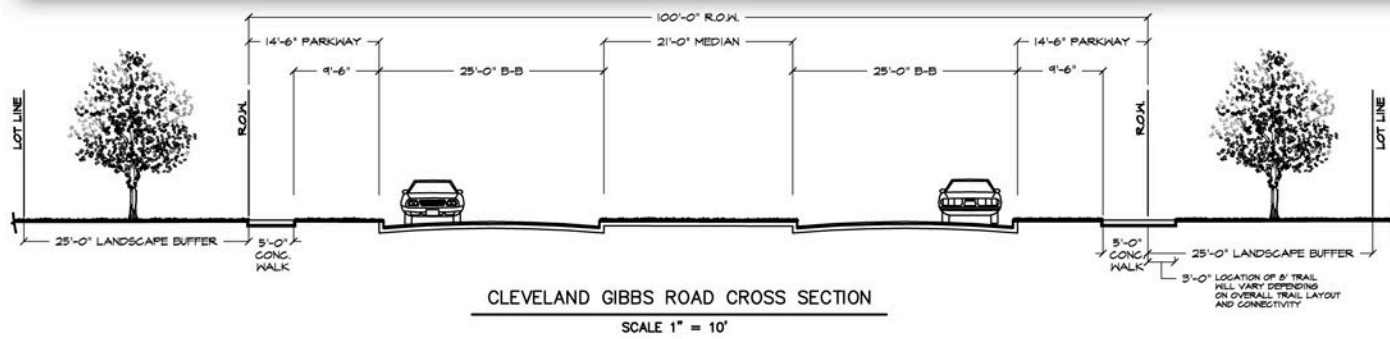


EXHIBIT B-CONCEPT PLAN

HERITAGE FIELDS NORTHLAKE, TEXAS

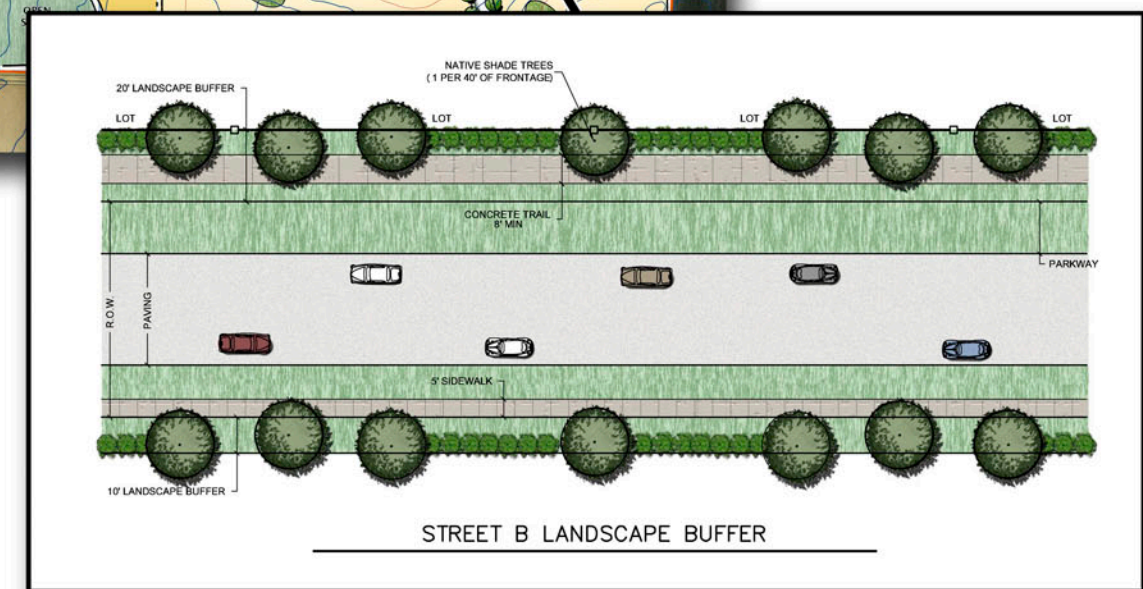
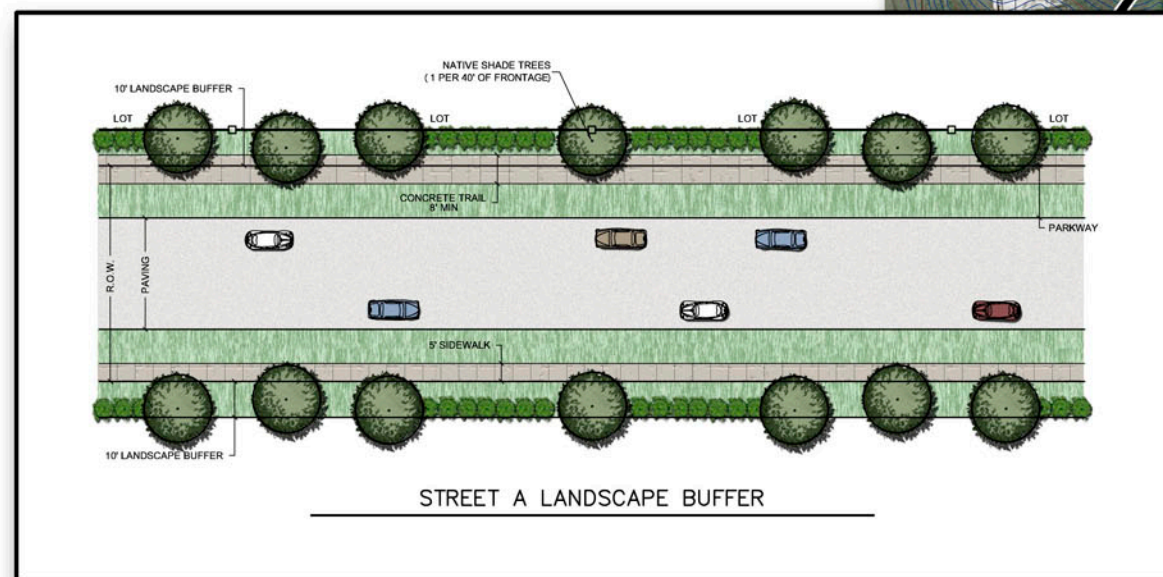
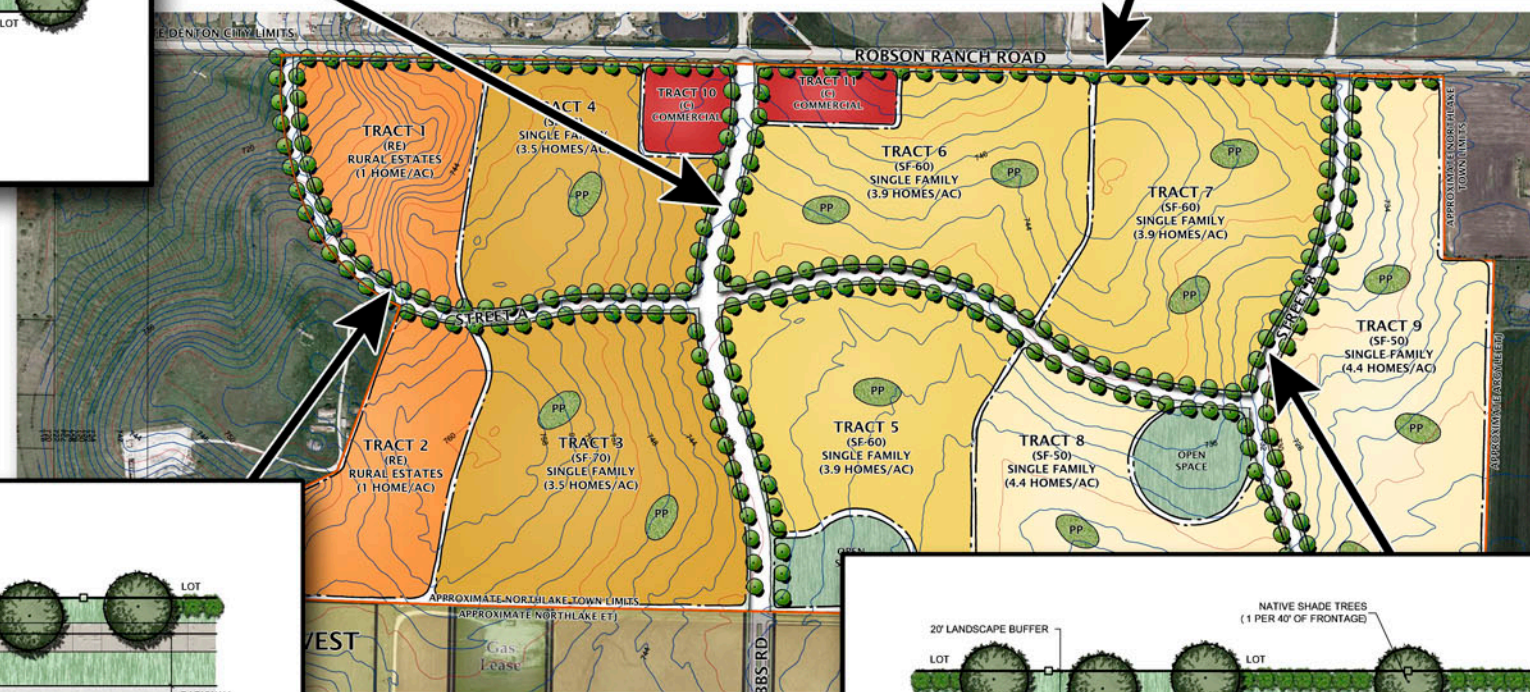
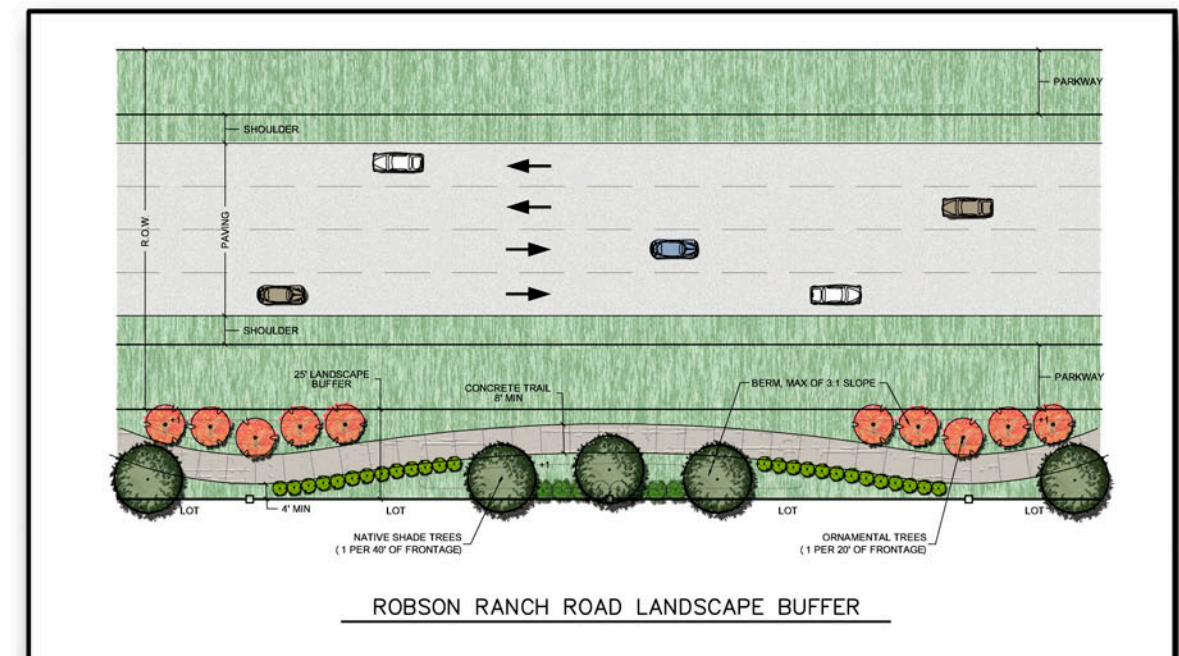
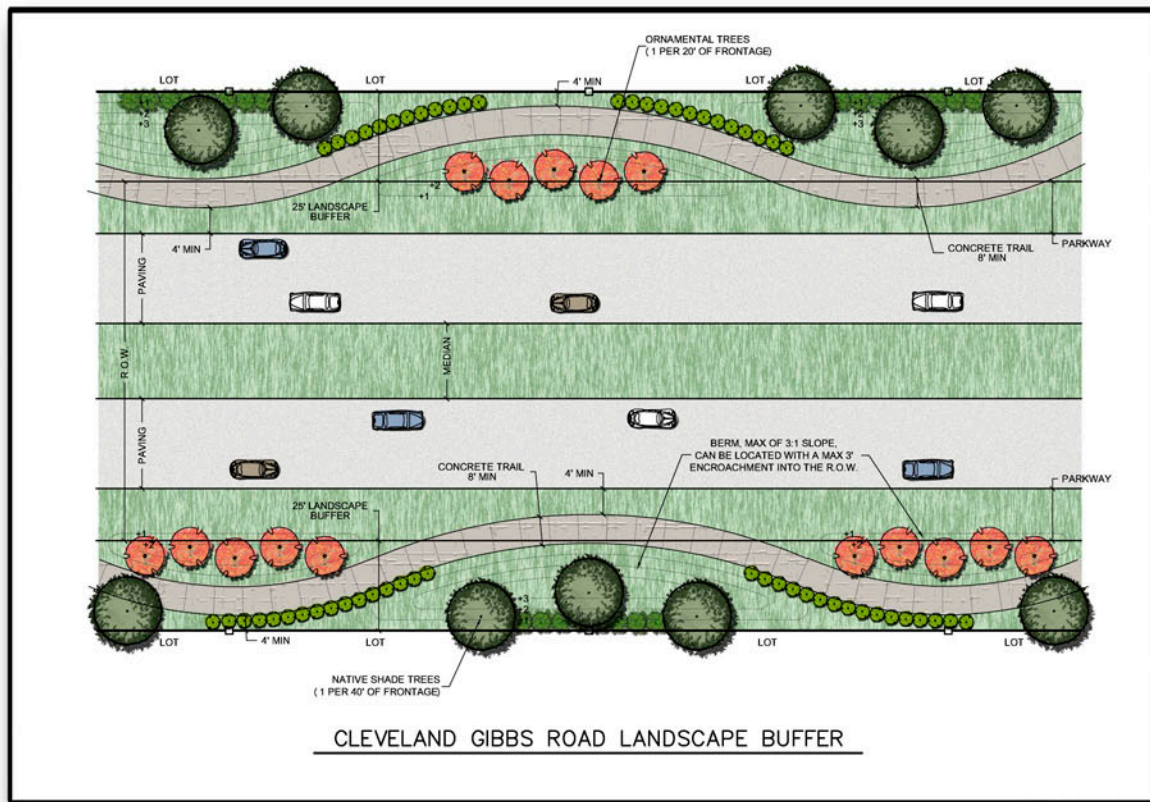


EXHIBIT B1 - COMMUNITY BUFFERS

HERITAGE FIELDS NORTHLAKE, TEXAS

JUNE 11, 2014
RYU001

ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURE
FOR REAL ESTATE DEVELOPMENT

16301 QUORUM DR. SUITE 200 B
ADDISON, TX 75001

EXHIBIT C
PLANNED DEVELOPMENT STANDARDS
HERITAGE FIELDS

COMMUNITY FRAMEWORK

Heritage Fields will be a multi-generational community where an emphasis on the pedestrian experience is balanced with the conveniences of a suburban lifestyle.

A variety of housing types will be provided to meet the needs of a complete life cycle. This will allow residents to move within the community as changes occur in their lives.

In the Heritage Fields community, public and private spaces are given equal importance. Open spaces and common areas are interspersed throughout the community. Also, where possible, the natural features of the property are emphasized to provide for a balance within the community.

GENERAL STANDARDS

1. The design and development of the Heritage Fields community shall take place in general accordance with the attached Concept Plan.
2. The maximum number of homes in the Heritage Fields community shall be 1,204. (3.53 homes/gross acre).
3. A minimum of 13.5% (50 acres) of the residential component (Tracts 1-9 on Exhibit B-Concept Plan) within the Heritage Fields community shall be used as open space.

For purposes of this section, “open space” shall be defined as those areas within Tracts 1-9, as shown on Exhibit B-Concept Plan, which are not used for single family lots or street rights-of-way.

Each residential tract shall have, at a minimum, 2 acres of the total open space acreage. The 2 acres may be dispersed throughout the tract. In order for the open space to be counted towards meeting the 2 acre requirement, it must be at least 0.5 acres in size. This open space shall be a component of the overall 13.5% requirement.

Another element of the required open space shall be a community amenity center. The amenity center site shall be at least 4 acres in size. Components of the amenity center shall include, at a minimum, a junior Olympic size swimming pool, splash pool, bathrooms, bbq grills, picnic tables, shade structures, playground equipment, and an off-street parking lot.

The open space shall be owned by a Homeowners Association unless the Town wishes to accept any and/or all of the land as public park land.

The open space shall be maintained by a Homeowners Association if the property is owned by the Homeowners Association. At the discretion of the developer and Town, a Public Improvement District (PID) may be established and used for maintenance and operation purposes.

With the exception of the swimming pool area(s), which shall be accessed through a gate, all other open spaces and amenities within the community shall be accessible to the public.

The open space, including the community’s amenity center, provided within the Heritage Fields community, shall be recognized as meeting all of the Town of Northlake’s acreage and/or parkland dedication fee requirements for public and/or private open space for the Heritage Fields community.

DEVELOPMENT STANDARDS

Tracts 1 and 2

Tracts 1 and 2 are intended to be comprised of single family detached homes with a density of approximately one home per acre.

Permitted uses allowed in Tracts 1 and 2 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 1 and 2 shall be developed in accordance with the (RE) Rural Estate District of the Northlake Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot width: 100'. On cul-de-sacs and/or elbows, the minimum lot width shall be 90'. The minimum street frontage for all lots at the front property line shall be 30'.
2. Minimum lot depth: 200'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 180'.
3. Minimum rear yard: 25' for the primary structure. Accessory structures shall have a minimum rear yard of 10'.
4. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 3 and 4

Tracts 3 and 4 are intended to be comprised of single family detached homes with a minimum lot width of 70' (SF-70), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 3 and 4 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 3 and 4 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 8,400 square feet.
2. Minimum lot width: 70'. On cul-de-sacs and/or elbows, the minimum lot width shall be 60'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 110'.
4. Minimum front yard: 25'. An unenclosed porch may encroach into the front setback by a maximum of 10'.

5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,800 square feet.
8. Maximum lot coverage: 40%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 5-7

Tracts 5-7 are intended to be comprised of single family detached homes with a minimum lot width of 60' (SF-60), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 5-7 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 5-7 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 6,900 square feet.
2. Minimum lot width: 60'. On cul-de-sacs and/or elbows, the minimum lot width shall be 50'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 115'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 105'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,800 square feet.
8. Maximum lot coverage: 45%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 8 and 9

Tracts 8 and 9 are intended to be comprised of single family detached homes with a minimum lot width of 50' (SF-50), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 8 and 9 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 8 and 9 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 6,000 square feet.
2. Minimum lot width: 50'. On cul-de-sacs and/or elbows, the minimum lot width shall be 40'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 110'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 10' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,600 square feet.
8. Maximum lot coverage: 45%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 10 and 11

Tracts 10 and 11 are intended to provide retail and service uses for Town and neighboring residents. A nodal development pattern will be created in order to minimize strip development. The location of these tracts is intended to limit patron traffic from traversing through nearby residential areas.

Permitted uses allowed in Tracts 10 and 11 shall be all principal and accessory uses which are allowed by right in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 10 and 11 shall be developed in accordance with the Commercial District (C) in the Town of Northlake's Unified Development Code as it exists or may be amended.

Single Family Detached Residential Architectural Standards

1. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited from being located next to each other. Homes with the same elevation shall be prohibited from being located across the street from each other.
2. Front porches: Front porches shall not be required. However if a front porch is provided, it shall have a minimum depth of 6' and a minimum width of 10' (60 square feet minimum). Front porches shall have railings and columns. The railings and columns shall be architecturally compatible with the house's front façade.
3. A hip roof which faces the street and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
4. Exterior façade material: The homes shall be constructed with 100% masonry, exclusive of doors, windows, porches, trim, soffits, dormers, and gables. Masonry shall include brick, natural stone, simulated stone, three-part true stucco, and cementitious fiberboard.

5. Garage doors:
 - A. For homes located within Tracts 1 and 2, garage doors shall not face a public street unless they are incorporated into a mixed swing configuration or are recessed a minimum of 15' from the primary façade of the house, as shown on Attachment 1.
 - B. Garage doors may face a public street for homes located within Tracts 3-9. If a garage door faces the street, it must be setback a minimum of 3' from the primary façade of the home. For purposes of this item, when garages for 3 cars are provided and one of the garages is a swing garage, the façade of the swing garage shall be considered the primary façade of the home.
 - C. Where a garage door is provided on a detached accessory structure, and the detached accessory structure is located less than 15' behind the primary façade of house, the garage door shall not face a public street.
6. Landscaping: A minimum of 2 3" caliper trees shall be provided for each home in Tracts 1-9.
7. Accessory Structures: Accessory structures shall be developed in accordance with Section 8.2 of the Northlake Unified Development Code as it exists or may be amended, except as indicated below. For purposes of this item, an unenclosed carport shall not be considered an accessory structure.
 - A. No accessory structure shall be constructed on a lot without a principal structure.
 - B. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
 - C. A maximum of 1 accessory structure (not a detached garage) and 1 detached garage shall be permitted per lot.
 - D. Accessory structures used as a dwelling shall comply with Section 8.3 of the Northlake Unified Development code.
 - E. Accessory Structure Design:
 - i. Accessory structures with a floor area in excess of 120 square feet but less than 240 square feet shall be constructed with exterior grade wood siding or with the same materials as the principal structure.
 - ii. Accessory structures with a floor area in excess of 240 square feet but less than 600 square feet shall be constructed with the same percentage and type of materials as the primary structure.
 - iii. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

COMMUNITY DESIGN STANDARDS

1. Community buffer:
 - A. Robson Ranch and Cleveland Gibbs Roads: A minimum 25' wide landscape buffer shall be provided adjacent to the road. Berms shall be constructed within the buffer. The berms may encroach up to 3' into the right-of-way and shall not exceed a 3:1 slope.

A mix of native shade and ornamental trees shall be planted within the required landscape buffer. Native shade trees shall consist of a minimum of 33% of all tree plantings within the buffer.

There shall be 1 native shade tree per 40' of road frontage. There shall be 1 ornamental tree per 20' of road frontage. Trees shall be placed in natural groupings.

Native shade trees shall be 3 caliper inches in size at the time of planting and the ornamental trees shall be 2 caliper inches in size at the time of planting.

In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

Additionally, a minimum 8' wide, concrete trail shall be provided within the buffer. The location of the trail shall be coordinated with any trail located within adjacent developments.

- B. Street A: A minimum 10' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided along both sides.

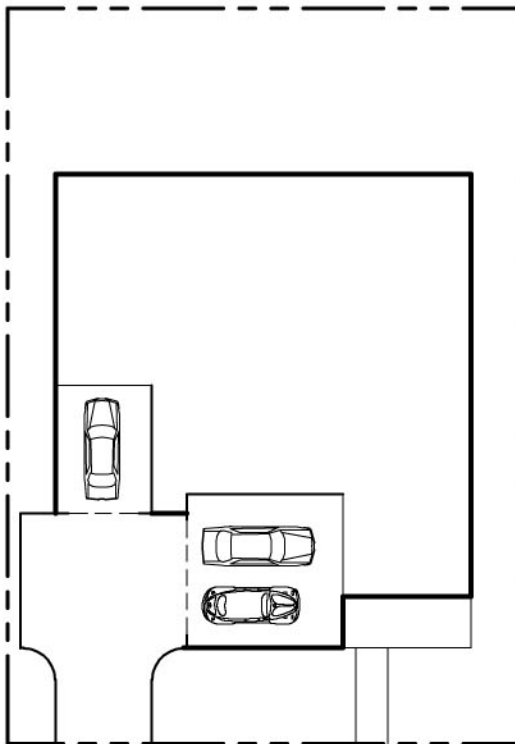
In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

Additionally, a minimum 8' wide, concrete trail shall be provided within the buffer on one side of the street.

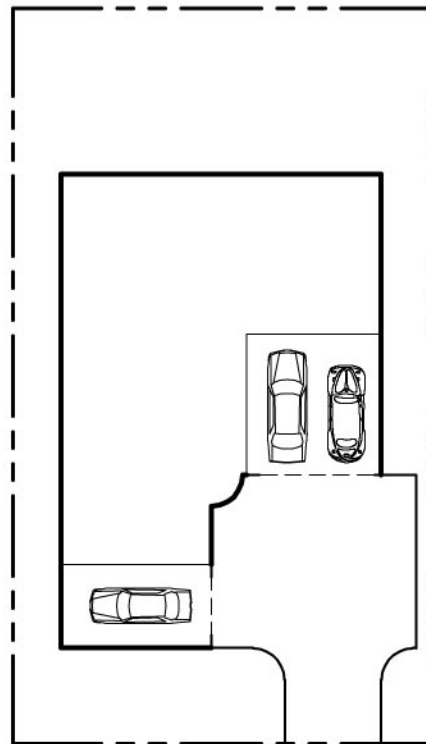
- C. Street B: A minimum 20' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided. Additionally, a minimum 8' wide, concrete trail shall be provided within this 20' buffer. A minimum 10' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided along the side of Street B which does not have the concrete trail.

In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

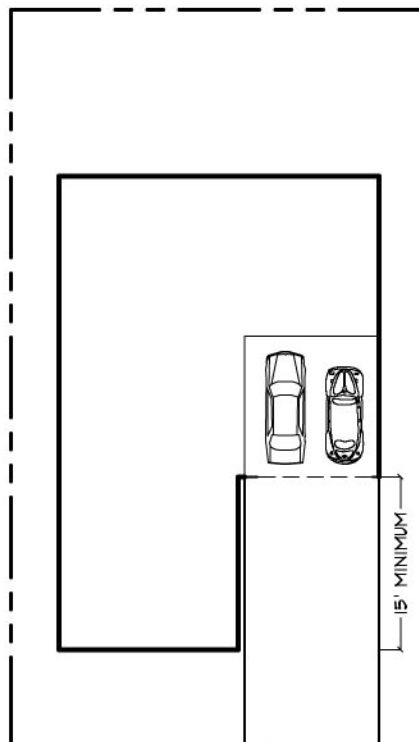
2. Irrigation: Landscape buffers shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by bubbler irrigation lines. Other landscaping may be irrigated by spray irrigation.
3. Perimeter screening shall be provided along Robson Ranch Road, Cleveland Gibbs Road, Street A, and Street B. Said screening along Robson Ranch Road shall be, at a minimum, 6' tall and constructed of brick, stone, or a combination thereof. The screening shall have masonry columns spaced at least every 100'. Along Cleveland Gibbs Road, Street A, and Street B, said screening shall be, at a minimum, 6' tall board-on-board cedar fencing. The fencing shall have metal poles and masonry columns spaced at least every 100'. The fence's rails shall face the inside of the lot. Additionally, the fencing shall be stained to a uniform, neutral brown color and be maintained by the Homeowner's Association.
4. Neighborhood entry features: Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for each neighborhood in the Heritage Fields community.
5. Alleys: Alleys are allowed, but shall not be required.
6. A Landscape Plan shall be provided in conjunction with the preliminary plat. The plan shall comprehensively address edge treatments such as perimeter screening and landscaping and primary and secondary community entrances.



MIXED 2-CAR SWING-IN GARAGE



MIXED 1-CAR SWING-IN GARAGE



RECESSED FRONT-FACING GARAGE

ATTACHMENT 1

HERITAGE FIELDS

NORTHLAKE, TEXAS

FEB 28, 2014
RYU001

JB PARTNERS

ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURE
FOR REAL ESTATE DEVELOPMENT

16301 QUORUM DR., SUITE 200 B
ADDISON, TX 75001

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: June 14, 2018
Re: Final Plat for Alliance Northport Addition – Lot 1, Block A (FP-18-011)

Purpose: To consider approval of a Final Plat of Lot 1, Block A, Alliance Northport Addition, a one-lot phase of the proposed Alliance Northport development, being a 56.345-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).

Owner: Alliance Northport No. 3, Ltd

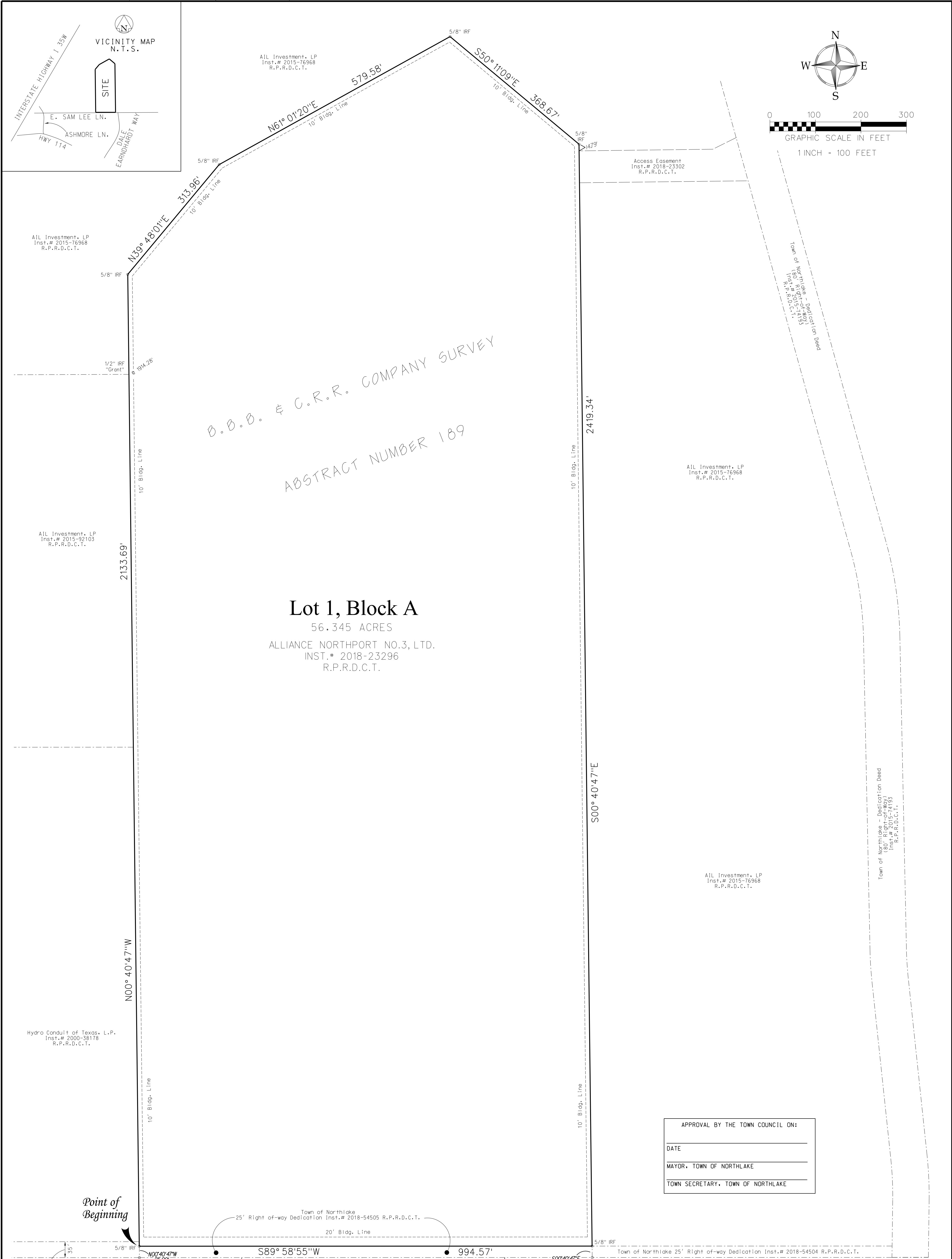
Applicant/Developer: AIL Investment LP

Engineer/Surveyor: Peloton Land Solutions, Inc.

Background: Alliance Northport is the proposed Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses. Alliance Northport Building 3 is to be built on this Lot 1, Block A. Grading, utilities and foundation work for the building has begun in accordance with the site plan and final plat approved by Town Council on April 12, 2018. Hillwood began construction of the planned 1,029,553 square-foot building on 48.675 acres speculatively as they courted potential tenants, including one known as Project Forge, an assembly and distribution center operation relocating from out of state. Since then Project Forge has been landed but needs an even larger space than initially planned, requiring a new final plat and site plan to reflect the larger footprint.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC) to replace the final plat which has not yet been recorded but was approved by the Town Council on April 12, 2018. The final plat is comprised of 1 lot fronting on Sam Lee Lane. It is consistent with the approved preliminary plat except for the reconfiguration of lot lines to accommodate the larger Lot 1, which effectively combines most of what was planned as a separate lot, Lot 6, with Lot 1. A drainage study and civil construction plans for water, sewer, streets and drainage infrastructure to serve the plat have been reviewed and approved by staff.

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



Lot 1, Block A

56.345 ACRES

ALLIANCE NORTHPORT NO.3, LTD.
INST. # 2018-23296
R.P.R.D.C.T.

APPROVAL BY THE TOWN COUNCIL ON:
DATE
MAYOR, TOWN OF NORTHLAKE
TOWN SECRETARY, TOWN OF NORTHLAKE

FINAL PLAT OF
Alliance Northport Addition
Lot 1, Block A

BEING 56.345 ACRES
SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT
NUMBER 189, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

1 LOT CURRENT ZONING: "I" (INDUSTRIAL)

ACF# 60341

OF 2 SHEETS

1

SHEET

PELTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH.# 817-562-3350

FINAL PLAT OF

Alliance Northport Addition
Lot 1, Block A

BEING 56.345 ACRES
SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT
NUMBER 189, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

JOB #:	HWA17038
DRAWN BY:	W.Blades
CHECKED BY:	T.Bridges
DATE:	05.15.2018
REVISIONS:	

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS ALLIANCE NORTHPORT NO.3,LTD,IS THE SOLE OWNER 56.345 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY ABSTRACT NUMBER 189, DENTON COUNTY, TEXAS, SAID TRACT BEING A PART OF A TRACT OF LAND DESCRIBED IN SPECIAL WARRANTY DEED TO ALLIANCE NORTHPORT NO. 3, LTD, RECORDED IN INSTRUMENT NUMBER 2018-23296, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS SAID 56.345 ACRE TRACT BEING MORE PARTICULARLYDESCRIBED AS FOLLOWS:

COMMENCING AT A 1/2 INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEDICATION DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-54505, SAID COUNTY RECORDS, BEING IN THE NORTH RIGHT-OF-WAY LINE OF E. SAM LEE LANE (POSSIBLE PRESCRIPTIVE RIGHT-OF-WAY) AND BEING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEDICATION DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2006-154174, SAID COUNTY RECORDS:

THENCE N 00°40'47"W, 25.00 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, AT THE NORTHWEST CORNER OF SAID DEDICATION DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-54505, BEING THE POINT OF BEGINNING:

THENCE N 00°40'47"W, WITH THE WEST LINE OF SAID ALLIANCE NORTHPORT TRACT, AT 1914.28 FEET PASSING A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "GRANT" FOUND AT THE NORTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO ALL INVESTMENT L.P., RECORDED IN INSTRUMENT NUMBER 2015-92103, SAID COUNTY RECORDS, IN ALL 2133.69 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 39°48'01"E, 313.96 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE N 61°01'20"E, 579.58 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE S 50°11'09"E, 368.67 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND:

THENCE S 00°40'47"E, 2419.34 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND, AT THE NORTHEAST CORNER OF THE AFOREMENTIONED DEDICATION DEED, RECORDED IN INSTRUMENT NUMBER 2018-54505, FROM WHICH AN "XCUT" FOUND, BEARS S 00°40'47"E, 25.00 FEET:

THENCE S 89°58'55"W, 994.57 FEET, WITH THE NORTH LINE OF SAID DEDICATION DEED TO THE POINT OF BEGINNING AND CONTAINING 2,454,404 SQUARE FEET OR 56.345 ACRES OF LAND MORE OR LESS.

OWNERS DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT ALLIANCE NORTHPORT NO.3,LTD.,DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS ALLIANCE NORTHPORT ADDITION, LOT 1, BLOCK A, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN ON THIS PLAT, EXCEPT THOSE EASEMENTS AND RIGHTS-OF-WAY CREATED OR DEDICATED BY SEPERATE INSTRUMENT AS SHOWN HEREON, FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING SAME, ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SCHRUBS OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFECIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENT STRIPS AND ANY PUBLIC UTILITY SHALL, AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID STRIPS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 2018.

ALLIANCE NORTHPORT NO.3,LTD.
A TEXAS LIMITED PARTNERSHIP

BY: HILLWOOD ALLIANCE MANAGEMENT II,LLC
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
NAME: L. RUSSELL LAUGHLIN
TITLE: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2018 BY L. RUSSELL LAUGHLIN, EXECUTIVE VICE PRESIDENT 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.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYORS CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS

THAT I, TODD A. BRIDGES, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN 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.

TODD A. BRIDGES

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 5/18/2018

STATE OF TEXAS

COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE OF TEXAS, ON THE DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF THIS ____ DAY OF _____, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

FINAL PLAT OF

Alliance Northport Addition
Lot 1, Block A

BEING 56.345 ACRES
SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT
NUMBER 189, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

1 LOT CURRENT ZONING: "I" (INDUSTRIAL)

ACF# 60341

SHEET
OF 2 SHEETS
2



FINAL PLAT OF
Alliance Northport Addition
Lot 1, Block A
BEING 56.345 ACRES
SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT
NUMBER 189, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

JOB #:	HWA17038
DRAWN BY:	W.Blades
CHECKED BY:	T.Bridges
DATE:	05.15.2018
REVISIONS:	

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: June 14, 2018
Re: Site Plan for Alliance Northport Building 3 (SP-18-002)

Purpose: Consider approval of a revised Site Plan for Alliance Northport Building 3, a proposed 1,214,233 square-foot industrial building on 56.345 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).

Owner: Alliance Northport No. 3, Ltd

Applicant/Developer: AIL Investment LP

Engineer: Peloton Land Solutions, Inc.

Architect: RGA Architects

Existing Condition of the Property: Grading, utilities and foundation work for the building has begun in accordance with the site plan and final plat approved by Town Council on April 12, 2018. Hillwood began construction of the planned 1,029,553 square-foot building on 48.675 acres speculatively as they courted potential tenants, including one known as Project Forge, an assembly and distribution center operation relocating from out of state. Since then Project Forge has been landed but needs an even larger space than initially planned, requiring a new final plat and site plan to reflect the larger footprint. This is the first building to be constructed in Alliance Northport, the proposed Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses.

Staff Analysis:

Access: Multiple access points to the site will be provided, all from Sam Lee Lane. A portion of the Sam Lee frontage was improved by Stream with the Northport 35 Business Center project. The remainder will be improved in conjunction with the Town's Capital Improvements Project to improve the remainder of Sam Lee to Ashmore Lane. Additional right-of-way for the improvements has been dedicated and shown on the final plat. Access points for trucks and passenger cars are separated.

A fire lane loop is provided around the entire building to meet fire access requirements.

Parking:

Building 3 is now proposed to be 1,214,233 square feet and used as a warehouse/distribution center. Although parking standards in Article 10 of the UDC require that a minimum of “1 space for each 2 employees or 1 space for each 1,000 square feet of total floor area, whichever is greater” be provided, the Board of Adjustment (BOA) approved a variance on April 12, 2018 to allow a minimum of 1 parking space for each 10,000 square feet of total floor area. This requires a minimum of 122 spaces for the building as planned. The site plan shows 300 parking spaces, providing approximately 1 space per 4,000 square feet. This does not include the 156 trailer parking spaces that are also provided.

***Fencing, Lighting,
and Signage:***

The location of walls to screen the truck courts are identified on the site plan. No other fencing is proposed on the site plan. Any additional fencing shall meet the requirements of the UDC at time of permitting. No outdoor lighting or sign locations or details were provided with the site plan package. Any outdoor lighting or signs must meet the requirements of the UDC at time of permitting.

Landscaping:

Detailed landscape plans have been provided showing landscaping meeting the requirements of the UDC.

Building Elevations:

Architectural elevations are provided showing all four sides of the proposed building. The building elevations appear to comply with the exterior building materials and design requirements of the UDC.

Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area.
4. The site plan incorporates features to minimize adverse effects on adjacent properties.
5. Adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site.
6. The site plan meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.

7. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town.

Staff Findings: Staff has reviewed the site plan package and finds it meets the criteria above and meets or exceed all applicable requirements of the Unified Development Code (UDC).

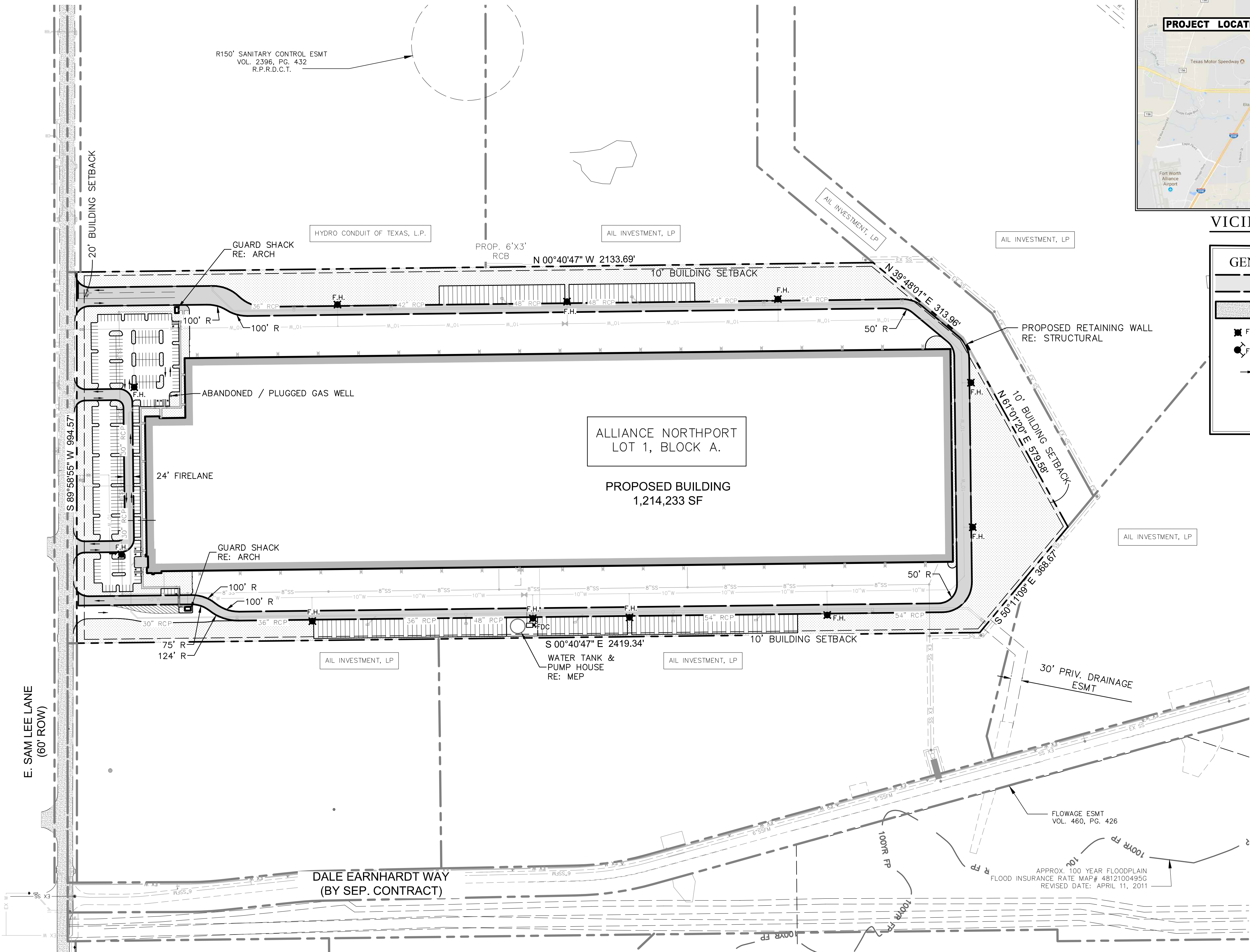
Attachments:

- Site Plan package (Site Plan, Landscape Plan & Building Elevations)

OWNER / DEVELOPER:
HILLWOOD ALLIANCE SERVICES, LLC
9800 HILLWOOD PKWY
SUITE 300
FORT WORTH, TEXAS 76177
PHONE: (817) 224-6000
FAX: (817) 244-6060

ENGINEER:
PELTON LAND SOLUTIONS
9800 HILLWOOD PKWY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

SITE DATA SUMMARY TABLE	
ZONING	I
PROPOSED USE	INDUSTRIAL
BUILDING AREA (GROSS SF)	1,214,233
TOTAL SITE AREA (ACRES)	56.345
AREA OF IMPERVIOUS SURFACE (ACRES)	47.105
PROP TRAILER SPACES	156
TOTAL PASSENGER SPACES	300
PROP REGULAR PASSENGER SPACES	291
PROP ADA SPACES TOTAL	9
VAN ACCESSIBLE	4



FOR TOWN OF
NORTHLAKE USE ONLY

NO.	DATE	REVISION

ALLIANCE NORTHPORT
BUILDING 3 - PROJECT FORGE
LOT 1, BLOCK A
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OVERALL SITE PLAN			
			
TEXAS REGISTRATION ENGINEERING FIRM NO. 12207 9800 HILLWOOD PKWY, SUITE 250 - FORT WORTH, TEXAS 76177 FORT WORTH PHONE #: (817) 562-3350			
DESIGNED: KAK	DATE: MAY 2018	PROJECT #: HWA.17038	SHEET: C201

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

SOLID SOD NOTES

- Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

HYDROMULCH NOTES

- Contractor shall scarify, rip, loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.
- Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container. 'Conweb' or equal.
- Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be 'Terra-Tack one', as manufactured by Growers, Inc., or equal.
- Use a 4x8" batter board against all beds areas.
- In the event rye grass is necessary due to time of year installation, it shall be the responsibility of the contractor to scalp existing grass, bag clippings, and scarify soil to a depth of 1" prior to permanent lawn grass installation.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning, and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

HIGHWAY MIX LAWN NOTES

- Installation of native grasses to be performed by hydro-seeding.
- Provide a hydromulch cap per Hydromulch Notes.
- Final grades to be smooth and level free of debris, rocks over 1" and shall have no ruts or depressions.
- Install the following mix at the specified rate:
 - Sideoats Gramma 5 lbs / acre
 - Blue Gramma Grass 5 lbs / acre
 - Buffalo Grass 40 lbs / acre
 - Green Sprangletop 5 lbs / acre
 - Lovegrass 6 lbs / acre

TREES	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
9	CO	Chinquapin Oak	Quercus muhlenbergii	3" cal.	B&B or container grown, 12' ht., 5' spread min., 5' clear trunk	
11	CM	Crape Myrtle	Lagerstroemia indica 'Tuscarora'	8' ht.	B&B or container grown, 8' ht., 3-5 trunk, no cross canes, matching	
43	CP	Chinese Pistache	Juniperus virginiana	8' ht.	B&B or container grown, 8' ht., 6' spread min., full to base	
25	ERC	Eastern Red Cedar	Pistacia chinensis	3" cal.	B&B or container grown, 12' ht., 5' spread min., 5' clear trunk	
13	LE	Lacebark Elm	Ulmus parvifolia sempervirens	3" cal.	B&B or container grown, 12' ht., 5' spread min., 5' clear trunk	
35	LO	Cathedral Live Oak	Quercus virginiana 'Cathedral'	3" cal.	B&B or container grown, 12' ht., 5' spread min., 5' clear trunk	
14	RB	Redbud	Cercis texans	8' ht.	B&B or container grown, 8' ht., 6' spread min., full to base	
14	RO	Red Oak	Quercus shumardii	3" cal.	B&B or container grown, 12' ht., 5' spread min., 5' clear trunk	

SHRUBS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
396	AWS	Anthony Waterer Spirea	Spirea spp. 'Anthony Waterer'	5 gal.	container, 20" spread, 24" o.c.	
374	DBH	Dwarf Burford Holly	Ilex cornuta burfordi 'Pygmy'	5 gal.	container, 24" ht., 20" spread, well rooted	

GROUNDCOVERS	QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
3935	WC	Purple Wintercreeper	Enonymus fortunei	4" pots	container, 3-5 (12") runners min., 12" o.c.	
		'419' Bermudagrass	Cynodon dactylon '419'		Solid Sod refer to notes	

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE TABULATIONS

Street Frontage

Requirement: 20' Landscape Buffer adjacent to public R.O.W.
One (1) shade tree, 2.5" cal., is required per every 50 l.f. of street frontage.

East Sam Lee Lane: 994.57 l.f.
Required (20) trees, 2.5" cal.
Provided (32) trees, 3" cal.

Parking Lot

(301 spaces, 106,433.36 s.f.)

Requirement: One (1) shade tree, 2.5" cal., is required per every (20) parking spaces.
Min. 5% open space.

Required (8) trees, 2.5" cal.
5,321.67 s.f. (5%)
Provided (24) trees, 3" cal.
6,566.64 s.f. (6%)

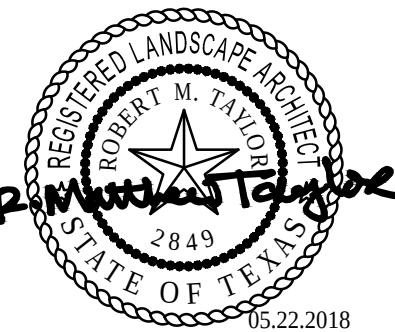
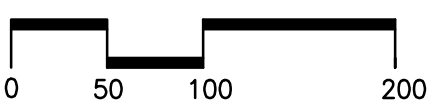
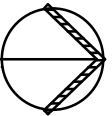
Foundation Planting

Requirement: 5' wide strip along min. 50% of high visibility building facade.

Provided

01 LANDSCAPE SITE PLAN

SCALE: 1" = 100'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel. 214.871.0863
Fax 214.871.0545
Email smr@smr-la.com



ALLIANCE NORTHPORT

Building Three
Northlake, TX

RGA PROJECT NUMBER: 17009

DATE: 05.22.2018

REVISIONS:

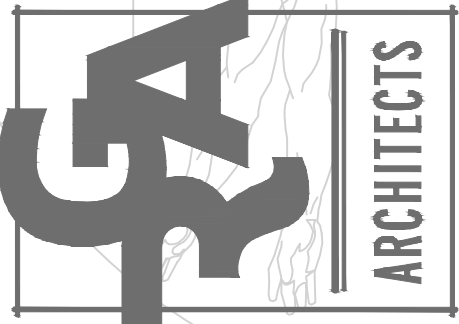
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SHEET:

AllianceTexas

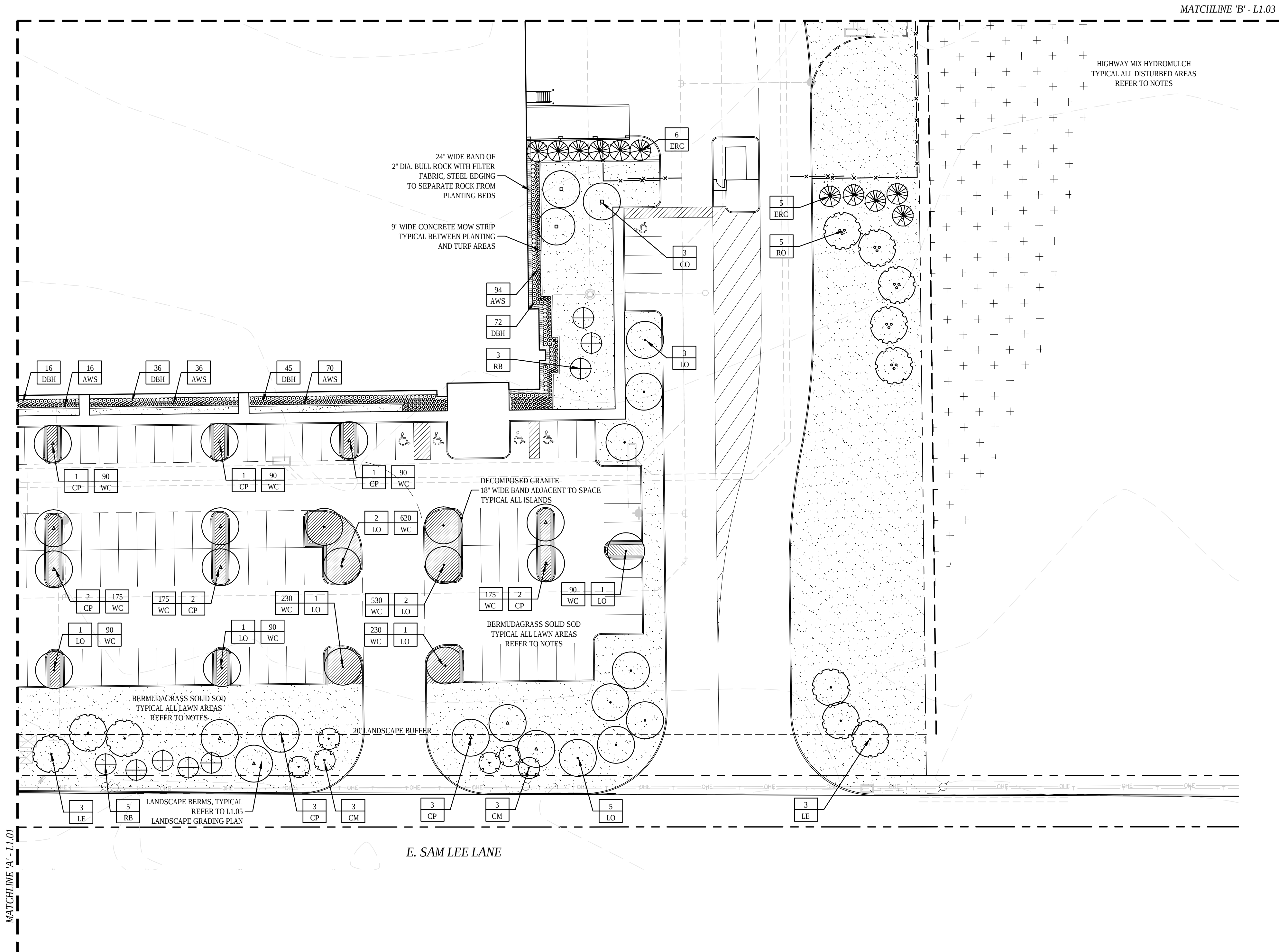
HILLWOOD

A Perot Company



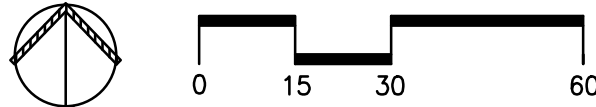
301 S. OAK STREET,
S T E 1 0 0
ROANOKE, TX 76262
PH | 817 430-3382
RGAARCHITECTS.COM

L100



PLANT LEGEND	
SYMBOL	PLANT TYPE
CO	Chinquapin Oak
CM	Crape Myrtle
CP	Chinese Pistache
ERC	Eastern Red Cedar
LE	Lacebark Elm
LO	Cathedral Live Oak
RB	Redbud
RO	Red Oak

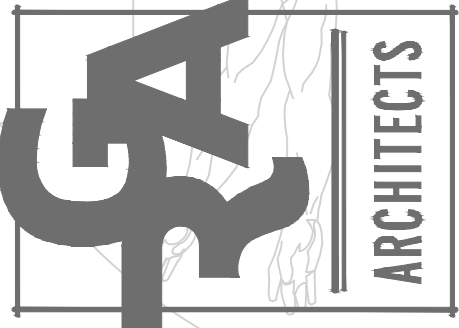
01 LANDSCAPE PLAN
SCALE: 1" = 30'-0"



ALLIANCE NORTHPORT
Building Three
Northlake, TX

AllianceTexas

HILLWOOD
A Perot Company



301 S. OAK STREET,
SUITE 100
ROANOKE, TX 76262
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RGAARCHITECTS.COM



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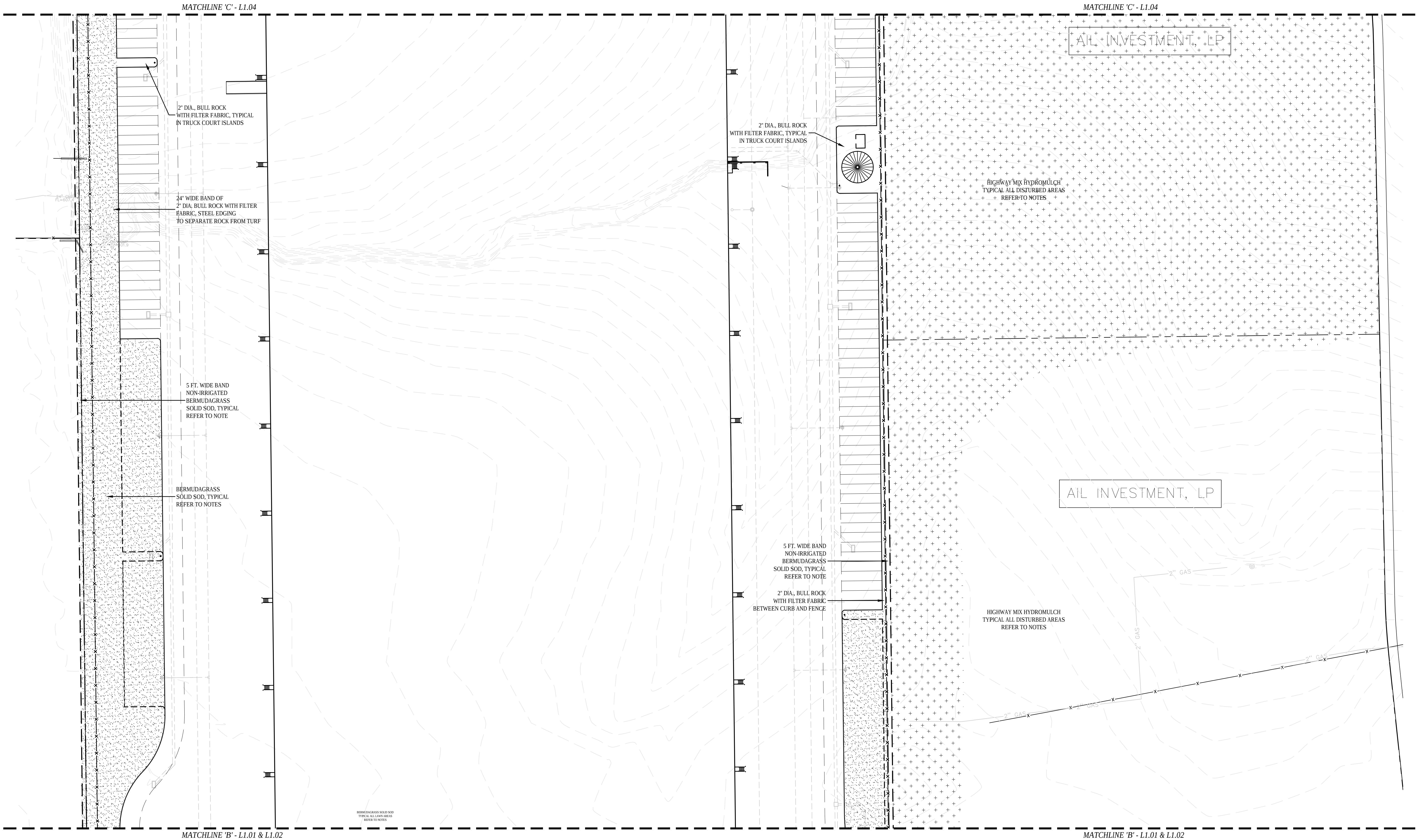
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ALLIANCE NORTHPORT

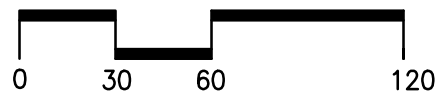
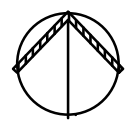
Building Three
Northlake, TX

AllianceTexas

HILLWOOD
A Perot Company

01 LANDSCAPE PLAN

SCALE: 1" = 60'-0"



smr
landscape architects, inc.
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Tel: 214.871.0863
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RGA PROJECT NUMBER: 17009

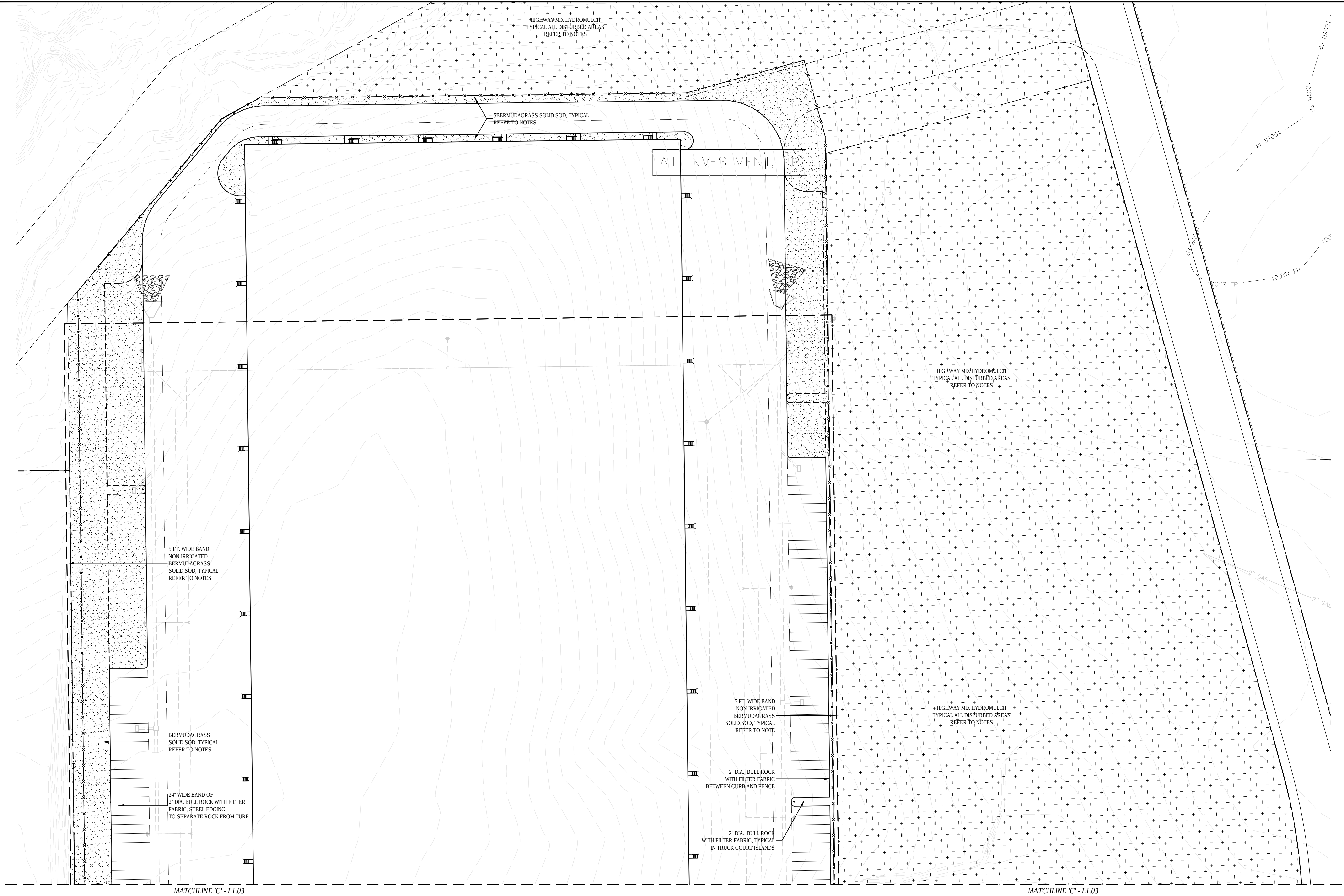
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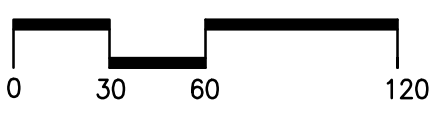


MATCHLINE 'C' - L1.03

MATCHLINE 'C' - L1.03

01 LANDSCAPE PLAN

SCALE: 1" = 60'-0"



smr
landscape architects, inc.
1708 N. Griffin Street
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Tel: 214.871.0863
Fax: 214.871.0545
Email: smr@smr-la.com



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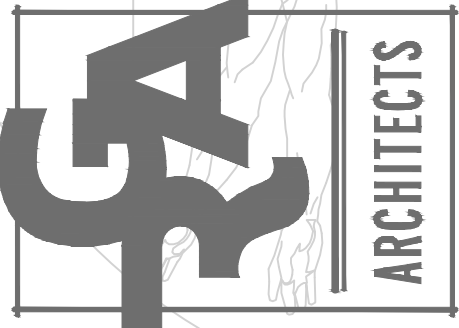
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SHEET:

ALLIANCE NORTHPORT
Building Three
Northlake, TX

HILLWOOD
A Perot Company

Alliance **Texas**



301 S. OAK STREET,
SUITE 100
ROANOKE, TX 76262
PH | 817 430 3382
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PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs, and grass)
- Bed preparation and fertilization
- Notification of sources
- Water and Maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- American Standard for Nursery Stock published by American Association of Nurserymen, 27 October 1980, Edition, by American National Standards Institute, Inc. (Z93.1) - plant material
- American Joint Committee on Horticultural Nomenclature, 1942 Edition of Standardized Plant Names.
- Texas Association of Nurserymen, Grades and Standards
- Hortis Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- Product Data: Submit complete product data and specifications on all other specified materials.
- Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

JOB CONDITIONS

- General Contractor to complete the following punch list: Prior to Landscape Contractor initiating any portion of landscape installation, General Contractor shall leave planting bed areas three (3") inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1") inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

- Maintenance:
 - The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
 - Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
 - A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance. After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.
- Guarantee:
 - Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the opinion of the Owner shall be final.
 - Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
 - At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
 - When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and respected for full compliance with Contract requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.
- Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work.
- Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- Selection of Plant Material:
 - Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
 - Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
 - Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
 - Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and latent defects.
 - Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- Preparation:
 - Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
 - Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

2.2 SOIL PREPARATION MATERIALS

- Sandy Loam:
 - Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass shall be rejected.
 - Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
 - Organic matter shall be 3%-10% of total dry weight.
 - If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.
- Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.
- Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas; Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.
- Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- Organic Fertilizer: FertiLid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.
- Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulphur and 4% iron, plus micronutrients.
- Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4' on center.
- Staking Material for Shade Trees:
 - Post: Studded T-Post, #1 Armo-co with anchor plate, 6'-0" length; paint green.
 - Wire: 12 gauge, single strand, galvanized wire.
 - Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.
- Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- Filter Fabric: Mirafi 140N by Celanese Fibers Marketing Company, available at Loftland Co., (214) 631-5250 or approved equal.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- All planting areas shall be conditioned as follows:
 - Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6") inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add six (6") inches of compost and till into a depth of six (6") inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a two (2") inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil where they are evidently gaped open, then watered thoroughly).
- Grass Areas:
 - Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evidently gaped open, then watered thoroughly.
 - Areas to be Hydromulch Common Bermudagrass: Hydromulch with bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' batter board against the bed areas.

3.2 INSTALLATION

- Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
- Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
- Position the trees and shrubs in their intended location as per plan.
- Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
- Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

- Shrub and tree pits shall be no less than two (2') feet, twenty-four (24") inches, wider than the lateral dimension of earth ball and six (6") inches deeper than it's vertical dimension. Remove and haul from site all rocks and stones over one (1") inch in diameter. Plants should be thoroughly moist before removing containers.
- Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect.
- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/3 of the ball, as well as all nylon, plastic string and wire mesh. Container trees will usually be pot bound, if so follow standard nursery practice of "root scoring".
- Do not wrap trees.
- Do not over prune.
- Match the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2") inches of specified mulch.
- All plant beds and trees to be mulched with a minimum settled thickness of two (2") inches over the entire bed or pit.
- Obstruction below ground. In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3') feet below grade and no less than six (6") inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure tree against seasonal prevailing winds.
- Pruning and Mulching: Pruning shall be directed by the Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by National Arborist Association.
 - Dead wood or suckers and broken badly bruised branches shall be removed. General tipping of the branched is not permitted. Do not cut terminal branches.
 - Pruning shall be done with clean, sharp tools.
 - Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2") inches in depth. This limit of the organic material
- Steel Curbing installation:
 - Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owners approval prior to installation.
 - All steel curbing shall be free of kinks and abrupt bends.
 - Top of curbing shall be 3/4" maximum height above grade.
 - Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 - Do not install steel edging along sidewalks.
 - Cut steel edging at 45 degree angle where edging meets sidewalk.

3.3 CLEANUP AND ACCEPTANCE

- Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

END OF SECTION

LANDSCAPE DETAILS & SPECIFICATIONS

smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel. 214.871.0863
Fax 214.871.0545
Email smr@smr-la.com



RGA PROJECT NUMBER: 17009

DATE: 05.22.2018

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ALLIANCE NORTHPORT

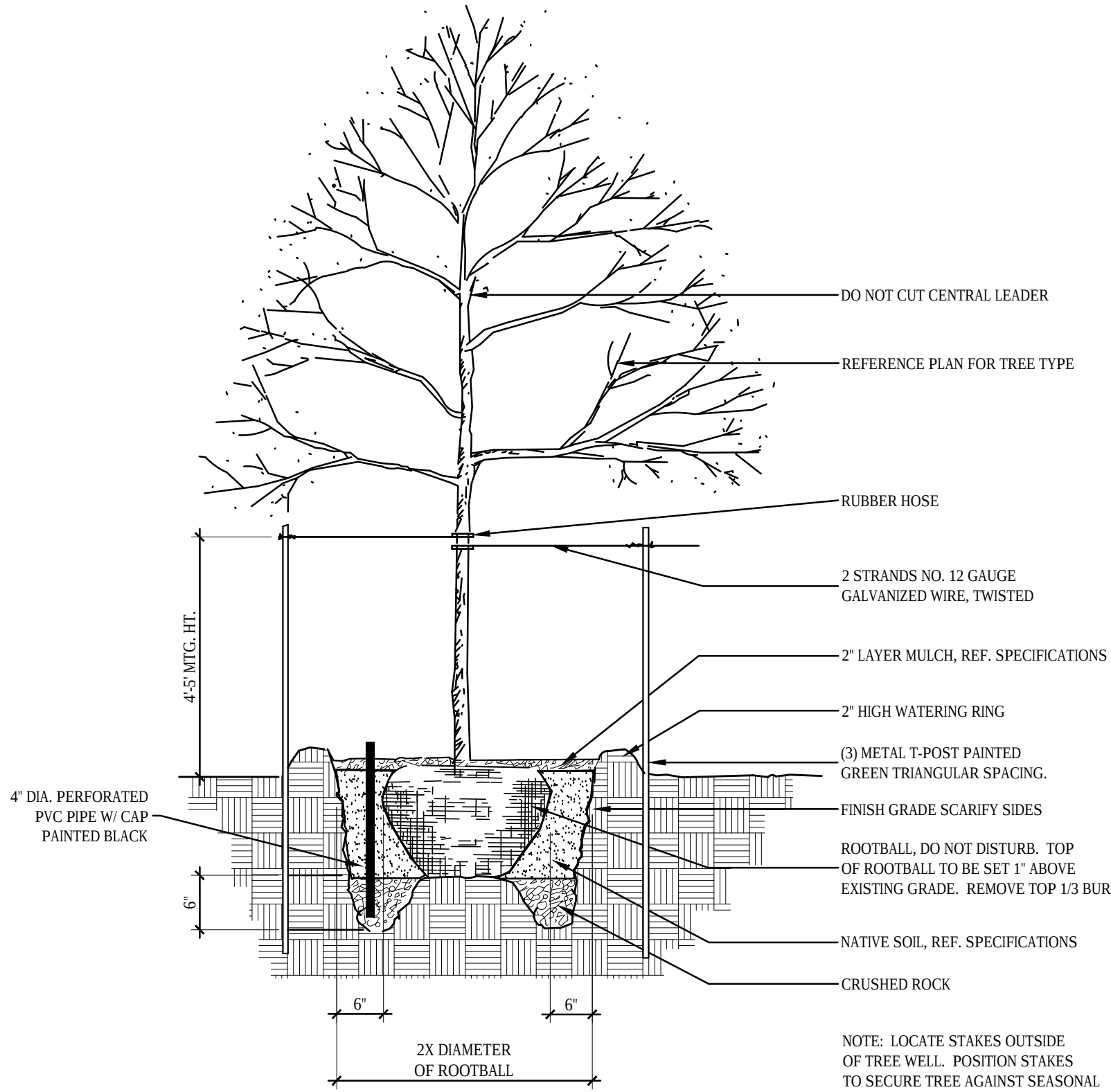
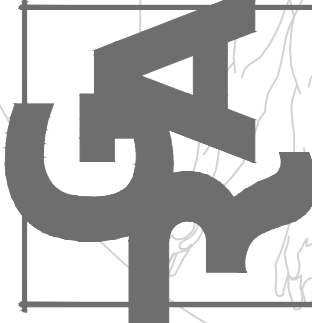
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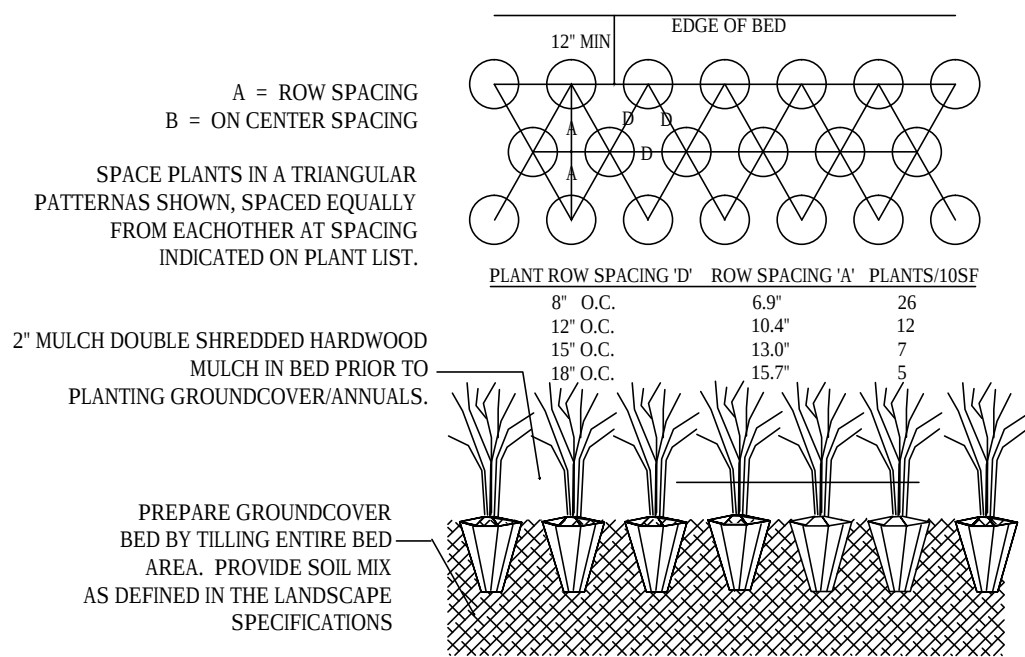
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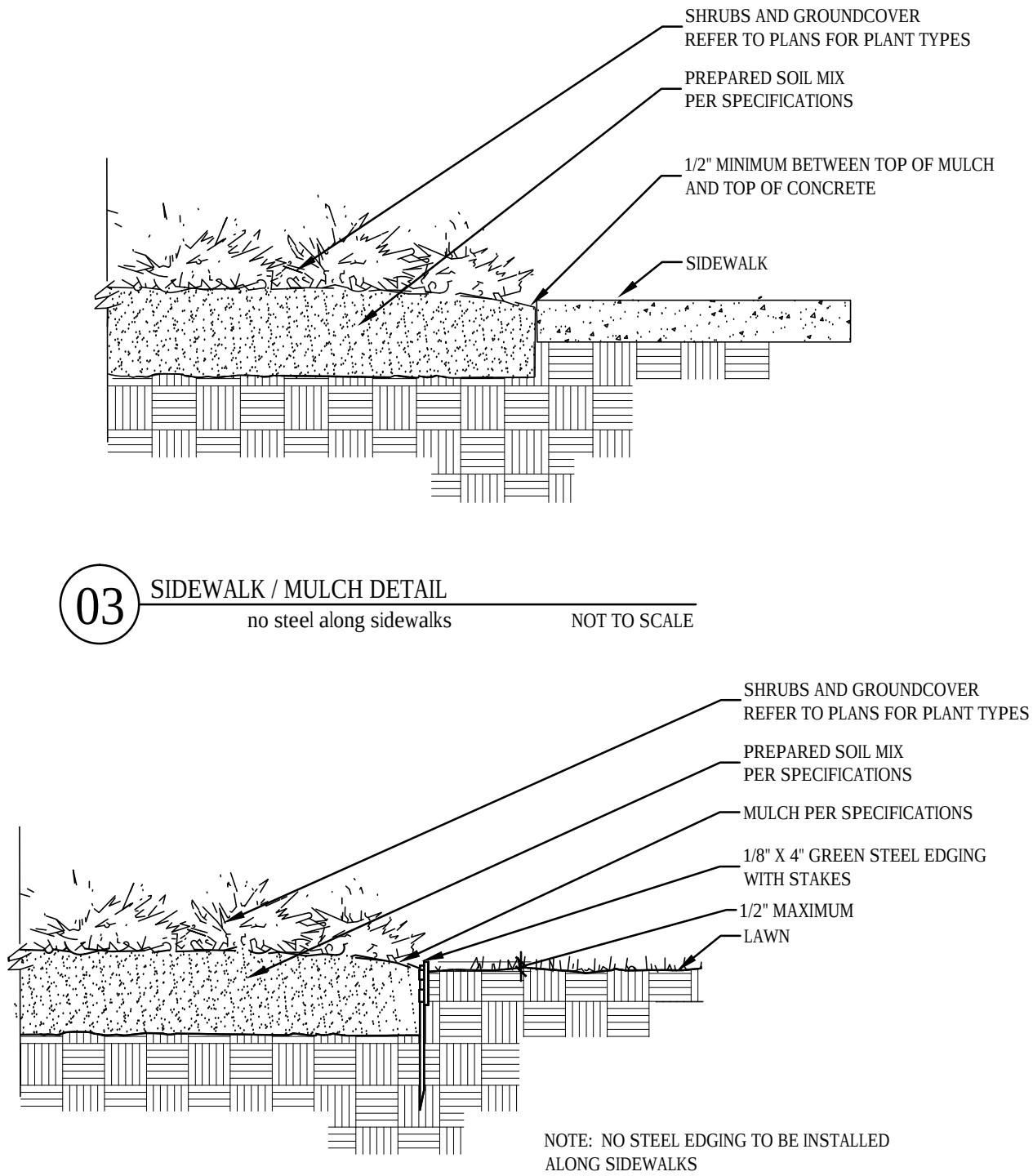
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SUITE 100
ROANOKE, TX 76262
PH | 817 430-3382
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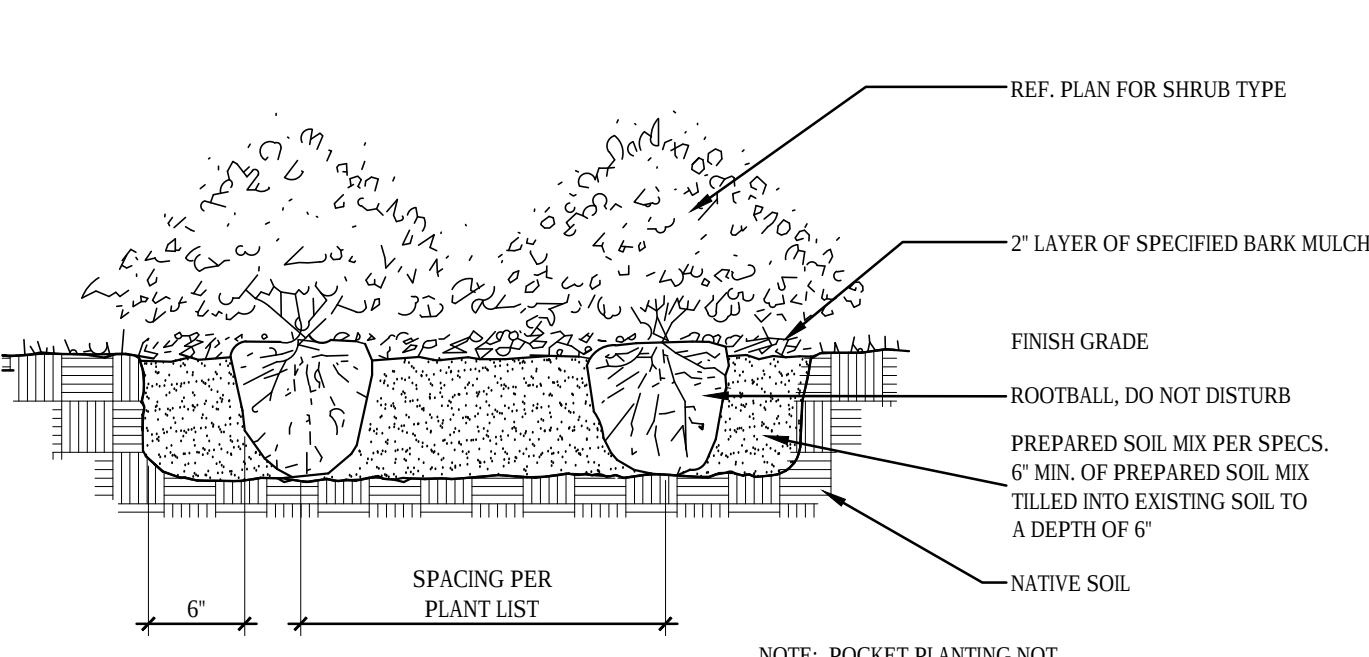
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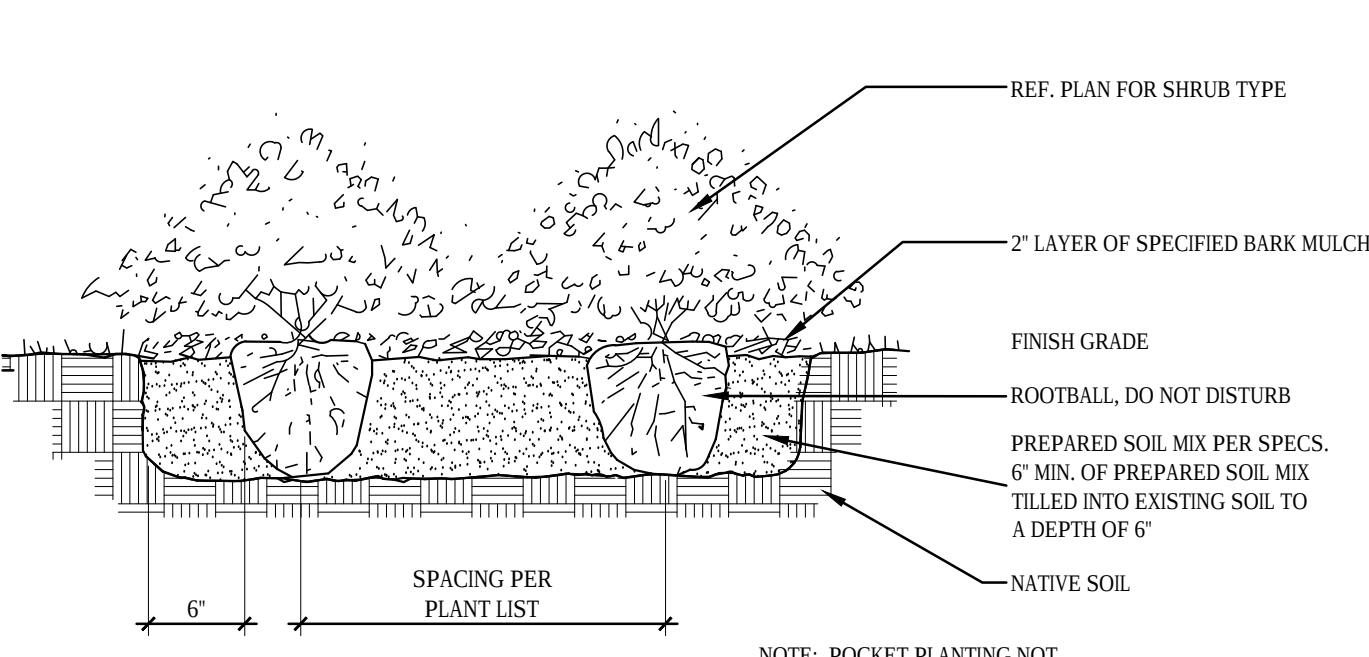
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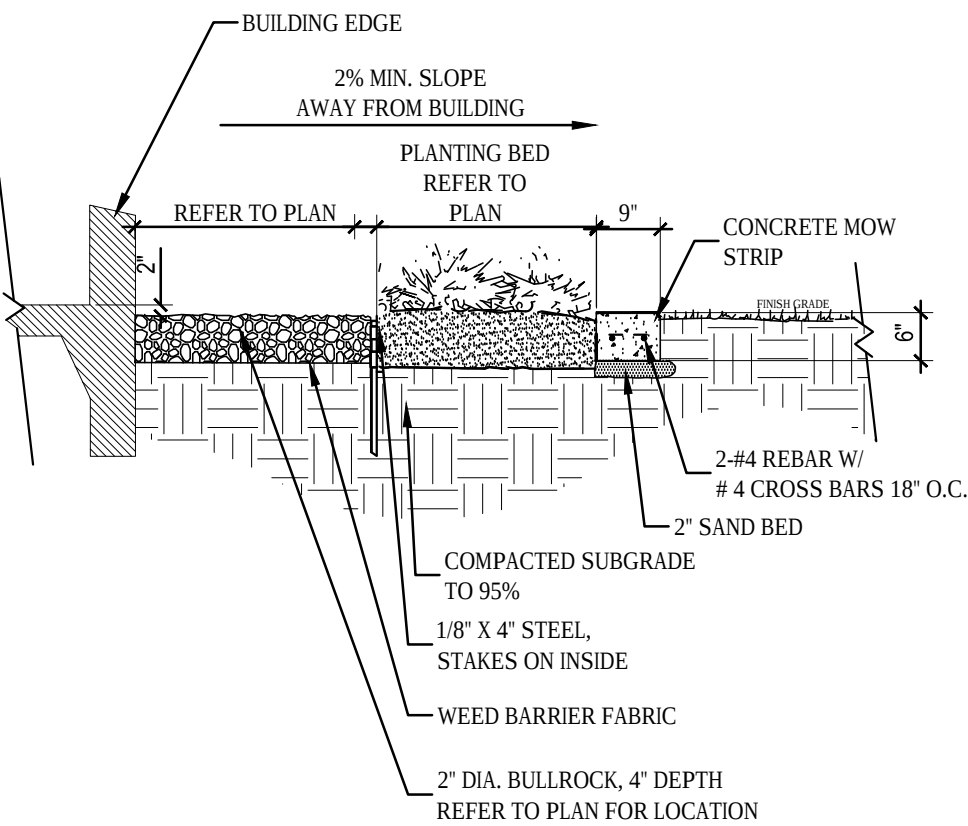
03 SIDEWALK / MULCH DETAIL
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04 STEEL EDGING DETAIL
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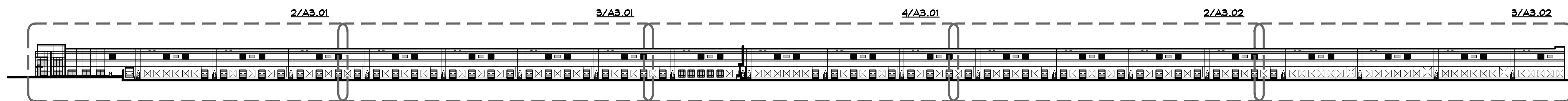
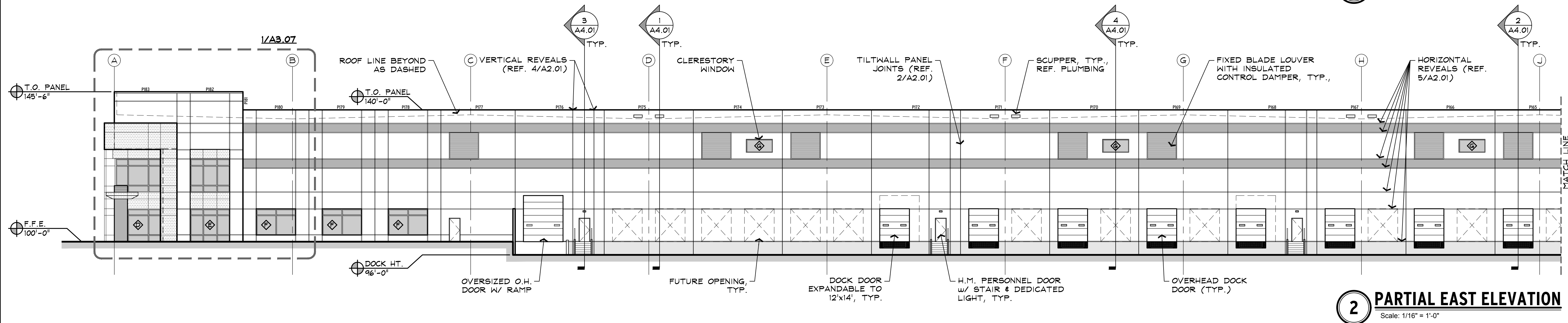
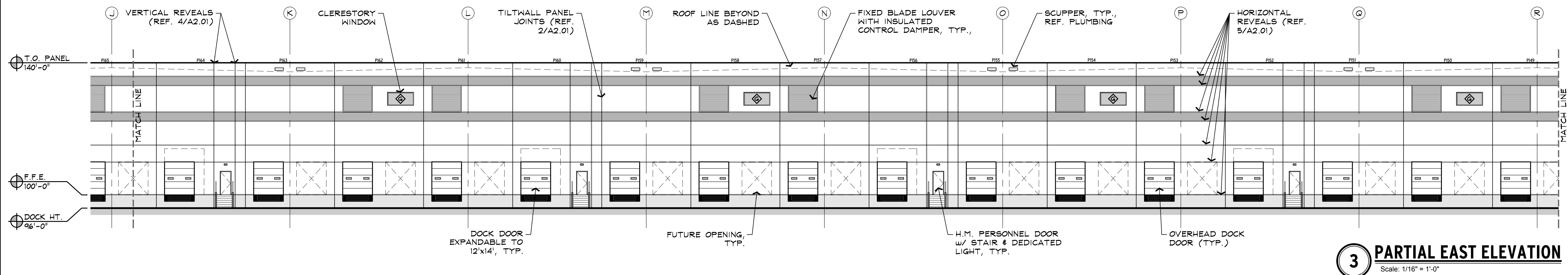
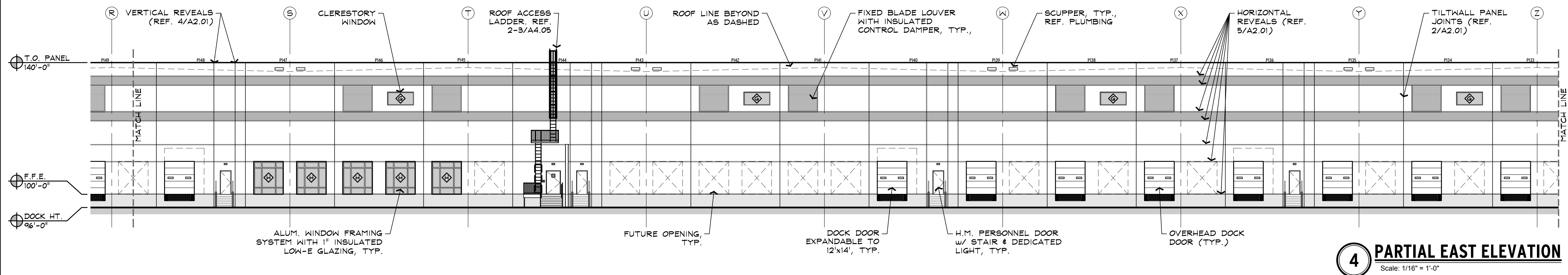


05 SHRUB PLANTING DETAIL
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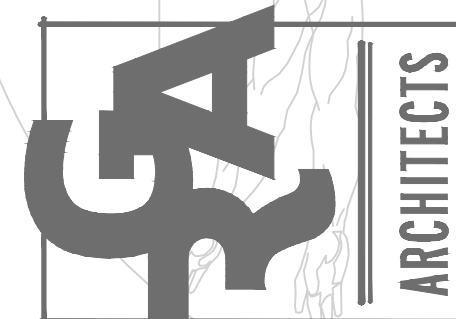


06 ROCK BAND AND CONCRETE MOW STRIP
NOT TO SCALE

GENERAL ELEVATION NOTES:
1. ALL EXTERIOR SIGNAGE TO BE SUBMITTED SEPARATELY.
2. DUMPSTER/COMPACTOR LOCATION(S) TO BE DETERMINED LATER, BASED ON THE NEEDS OF TENANT(S).



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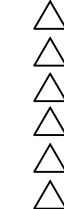
AllianceTexas

HILLWOOD
A Perot Company

RGA PROJECT NUMBER: 17009

DATE: 05.22.2018

REVISIONS:



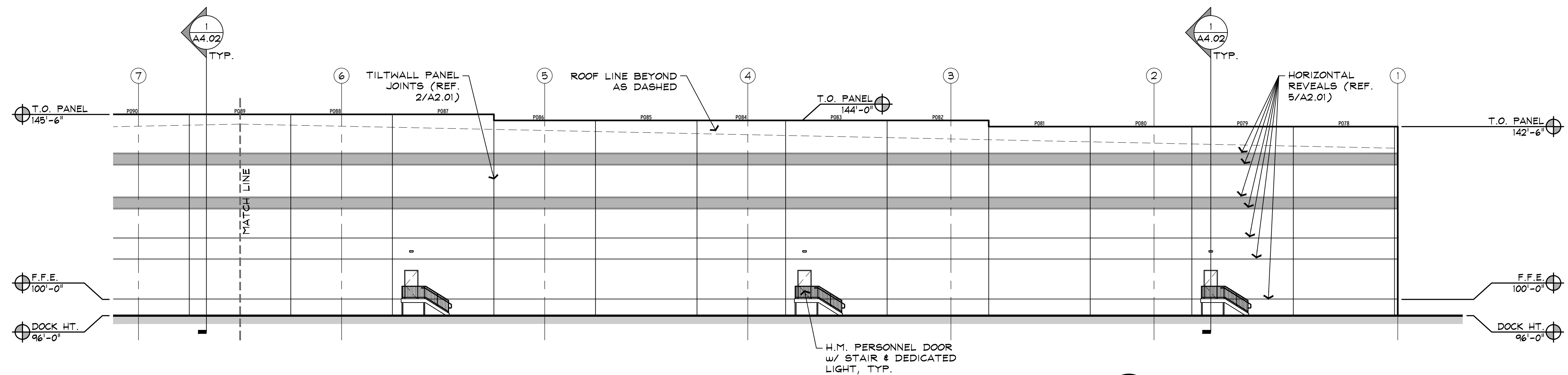
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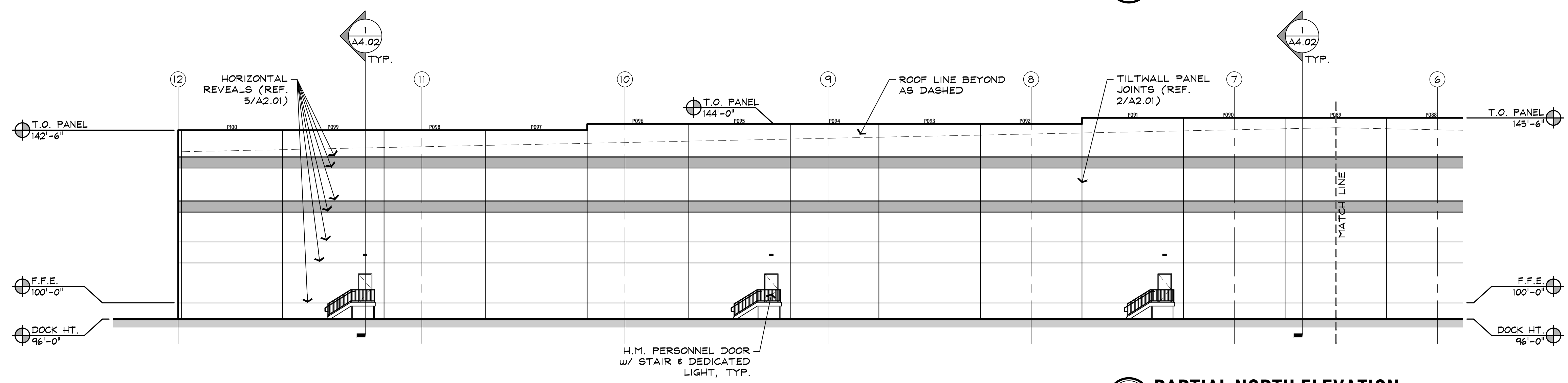
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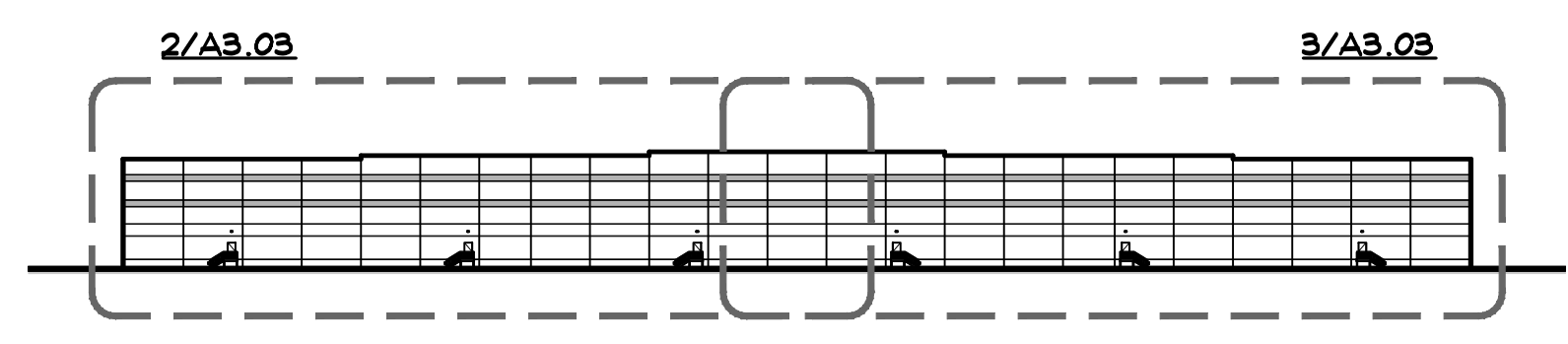
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3 PARTIAL NORTH ELEVATION
Scale: 1/16" = 1'-0"



2 PARTIAL NORTH ELEVATION
Scale: 1/16" = 1'-0"



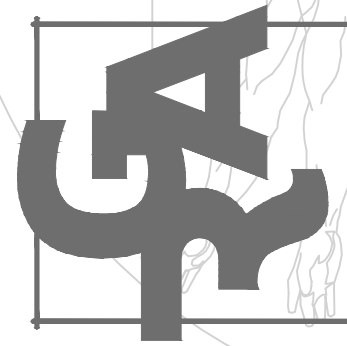
1 NORTH ELEVATION - KEY
Scale: 1" = 80'-0"

ALLIANCE NORTHPORT
Building Three
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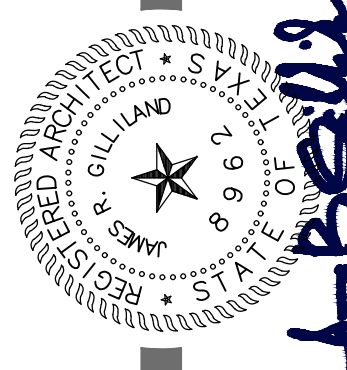
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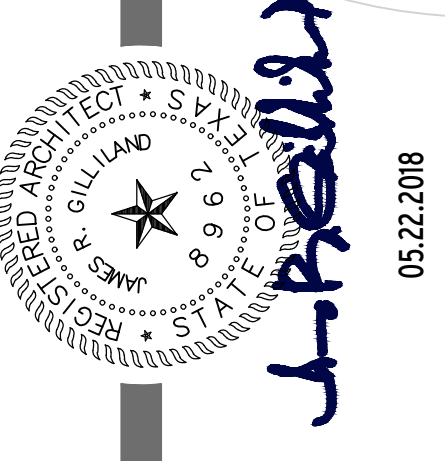
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J. P. Kelly
05.22.2018



ALLIANCE NORTHPORT

Building Three
Northlake, TX

RGA PROJECT NUMBER: 17009

DATE: 05.22.2018

REVISIONS:

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4 PARTIAL WEST ELEVATION

Scale: 1/16" = 1'-0"

3 PARTIAL WEST ELEVATION

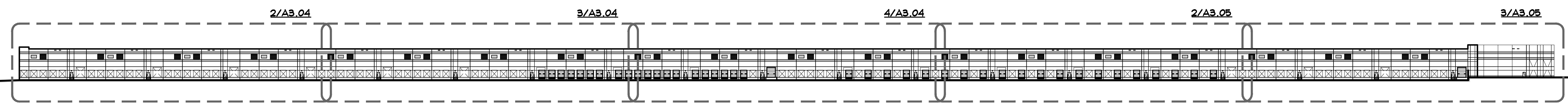
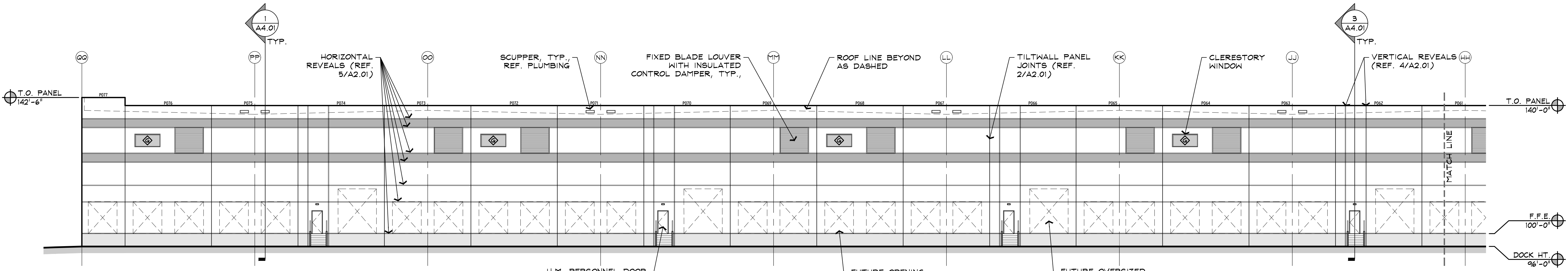
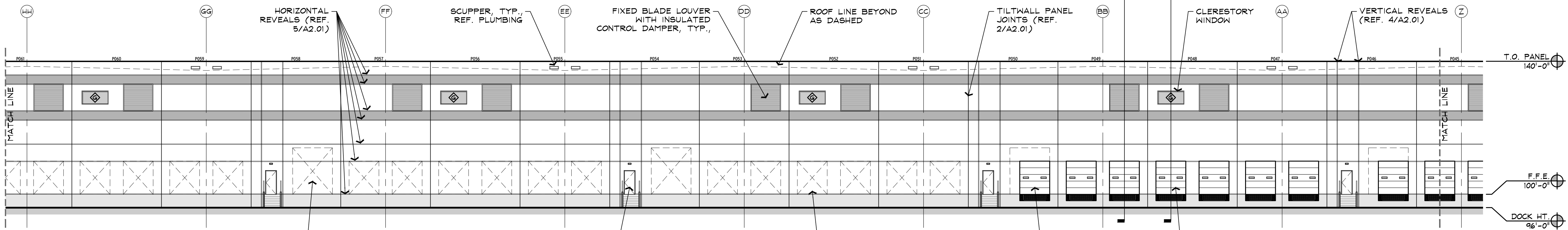
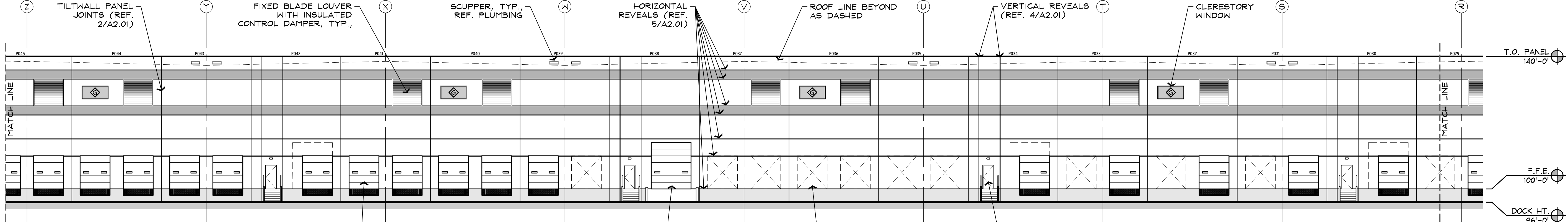
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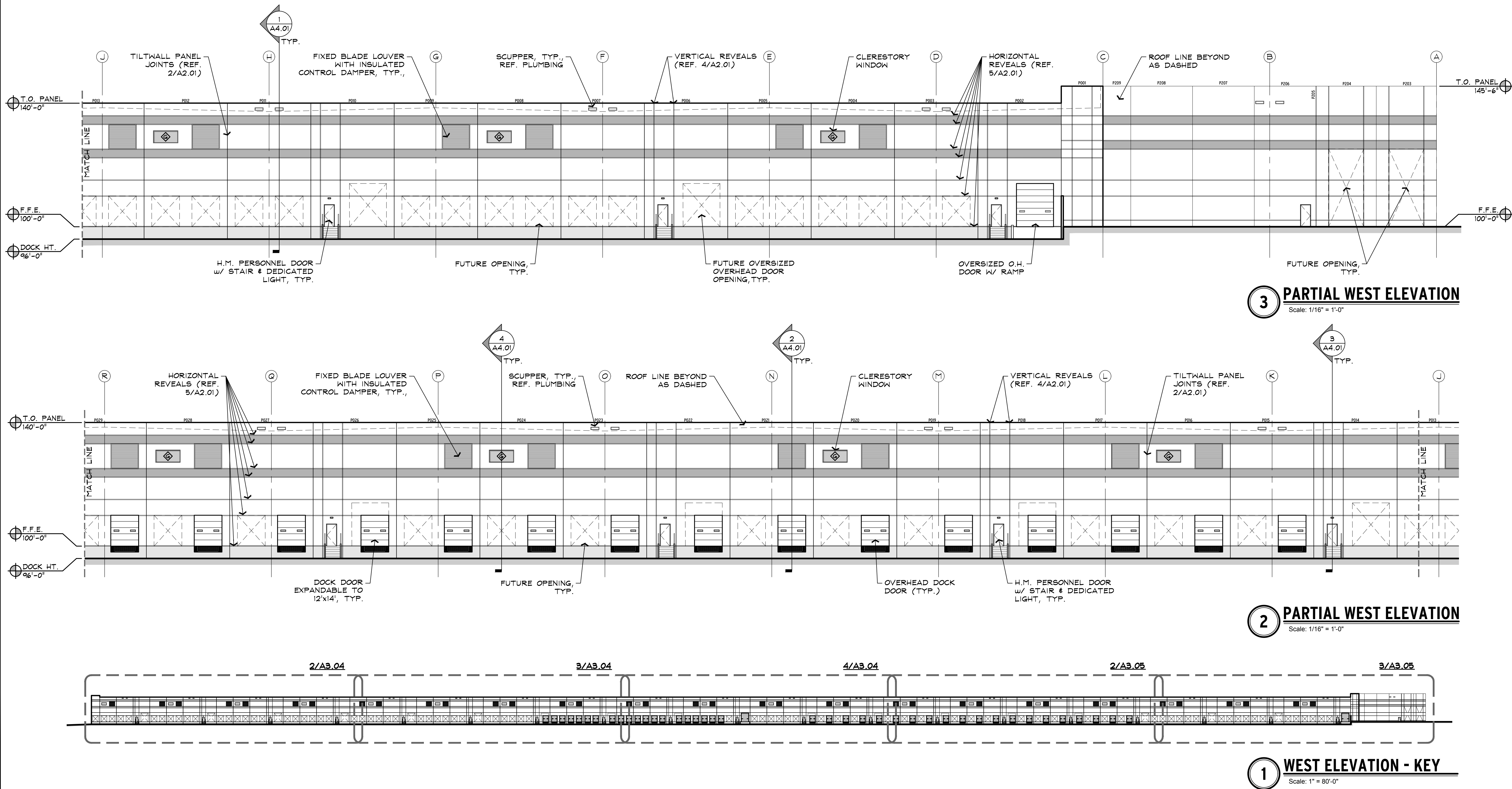
2 PARTIAL WEST ELEVATION

Scale: 1/16" = 1'-0"

1 WEST ELEVATION - KEY

Scale: 1" = 80'-0"





Building Three
Northlake, TX

Alliance★Texas

HILLWOOD

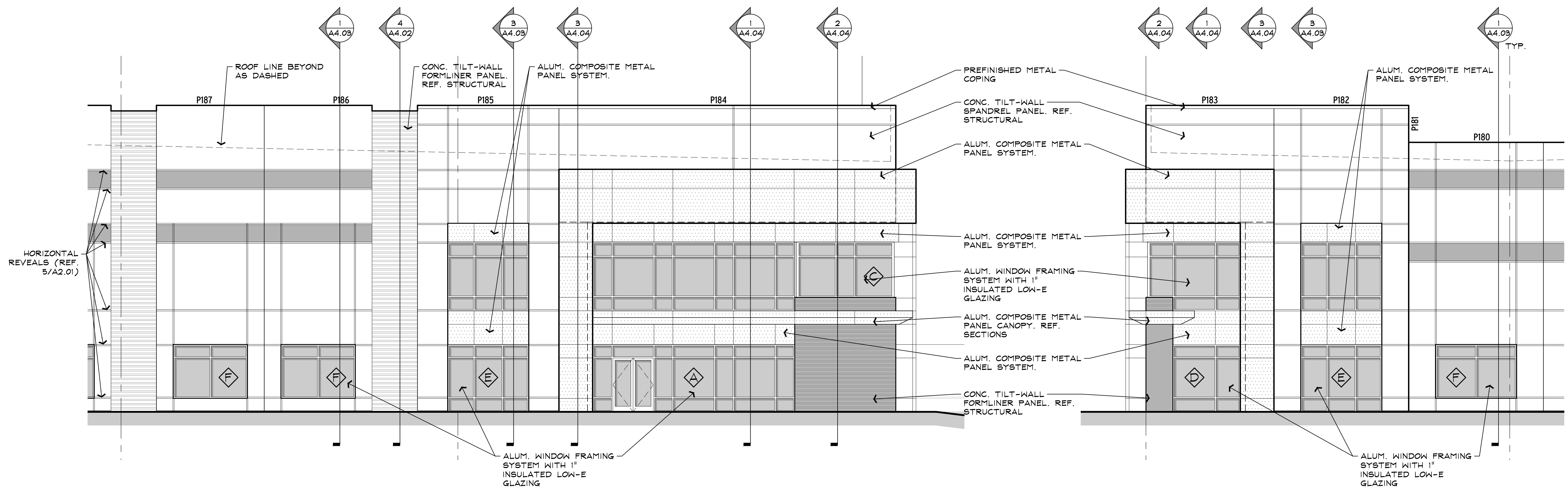
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NOTES: 1. SEE ELEVATION 5/A2.01 FOR HORIZONTAL REVEALS. 2. SEE ELEVATION 5/A2.01 FOR HORIZONTAL REVEALS. 3. SEE ELEVATION 5/A2.01 FOR HORIZONTAL REVEALS. 4. SEE ELEVATION 5/A2.01 FOR HORIZONTAL REVEALS.



2 PARTIAL SOUTH ELEVATION
Scale: 1/8" = 1'-0"

1 PARTIAL EAST ELEVATION
Scale: 1/8" = 1'-0"

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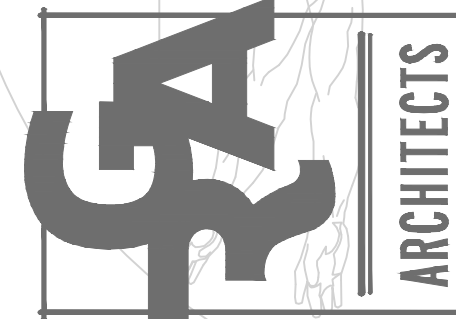
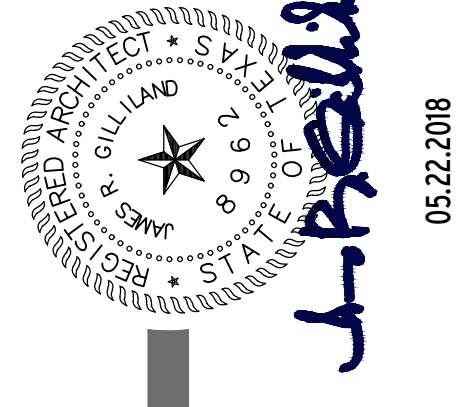
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Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Eric Tamayo, Public Works Director
Shirley Rogers, Town Secretary

Date: January 30, 2017

Re: Interlocal Agreement with Canyon Falls Water Control Improvement District No. 2
and Canyon Falls Municipal Utility District No. 1 – Upper Trinity Regional Water
District Point of Delivery Number 2 Cost Sharing

Canyon Falls Water Control Improvement District #2 (WCID) and Canyon Falls Municipal Utility District #1 will begin construction of the permanent point-of-delivery for Upper Trinity Regional Water District. At the Town's request, this water meter will be oversized to accommodate wholesale water delivery for future development in the area east of Interstate Highway 35W. The Districts and the Town will enter into an interlocal agreement defining each party's responsibility towards the project.

The cost to the Town for our portion of the meter and vault will be \$111,296.08. Because this meter is part of the Town's Master Water System Plan, these costs are eligible for water impact fee reimbursement. The Northern Impact Fee Fund has available resources to pay the Town's portion of the costs. Future impact fees generated from this available water source will replenish the fund balance.

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

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

This Cost-Sharing Agreement Relating to the Use and Construction of Water Distribution Facilities (this "Agreement") is made and entered into, effective _____, 2018, by:

- 1) TOWN OF NORTHLAKE, Texas, a municipal corporation, (hereinafter referred to as "Town");
- 2) CANYON FALLS WATER CONTROL AND IMPROVEMENT DISTRICT NO. 2 OF DENTON COUNTY (hereinafter called "WCID"), a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59 of the Texas Constitution, and operating pursuant to Chapters 49 and 51 of the Texas Water Code, as amended, and Chapter 9046, Special District Local Laws Code; and
- 3) CANYON FALLS MUNICIPAL UTILITY DISTRICT NO. 1 OF DENTON COUNTY (hereinafter called "MUD") (WCID and MUD, sometimes individually "District" and collectively "Districts") (WCID, MUD, and Town sometimes collectively referred to as the "Parties"), a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended and Chapter 7908, Special District Local Laws Code.

RECITALS

WHEREAS, the Districts are conservation and reclamation districts that have been created and organized to provide, among other things, water facilities and improvements in aid thereof to an area within Denton County, Texas, known as "Canyon Falls";

WHEREAS, the WCID is located within the Town's corporate limits and the land within the WCID is being developed primarily for single-family residential uses;

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

WHEREAS, the land within the MUD lies outside any corporate boundaries, is not, as of the date of this Agreement, located within any water CCN, and the land within the MUD is being developed primarily for single-family residential uses;

WHEREAS, the boundaries for each District are depicted on Exhibit "A" attached hereto and incorporated herein for all purposes;

WHEREAS, the Districts are empowered to construct, acquire, and extend water distribution lines to distribute water within the Districts' boundaries;

WHEREAS, on or about March 27, 2017, the Districts entered into a certain "Contract for Joint Capital Improvements (Pump Station)", (the "District Contract") under which the Districts agreed to split, in a pro-rata share, the costs of the construction of a pump station and other appurtenances (the "Pump Station") to serve both Districts with treated water service;

WHEREAS, under the District Contract, the Parties acknowledged that the WCID has the obligation to convey portions of its infrastructure to the Town following completion, including the Pump Station;

WHEREAS, the MUD entered into a construction contract (the "Pump Station Contract") with Mela Contracting, Inc. ("MELA") for the construction of the Pump Station;

WHEREAS, in addition to serving the WCID with water distribution services under the Town CCN, the Town, upon conveyance by the WCID of the WCID's interest in the Pump Station, shall use the Pump Station to distribute water services to property located outside of the Districts' boundaries (the "Town Property");

WHEREAS, the Parties have determined that to provide water distribution services to both the Districts and the Town Property, an upgrade to the Pump Station is necessary, specifically the installation of a new meter vault and accompanying appurtenances (the "Meter Vault Improvements") is required;

WHEREAS, the MUD has agreed to design and acquire the Meter Vault Improvements as more particularly described in Exhibit "B" to serve certain land located both within the Districts and the Town Property;

WHEREAS, the Parties and their permitted successors and assigns have agreed to share the costs and expenses related to the acquisition and construction of the Meter Vault Improvements as part of the water supply system that shall serve each Party;

WHEREAS, the Meter Vault Improvements shall be located wholly within the MUD boundaries as more particularly depicted on Exhibit "A";

WHEREAS, the Districts agree to fund only that portion of the Capital Costs of the Meter Vault Improvements (the "Eligible Costs") that the Districts can fund under the rules of the Texas Commission on Environmental Quality ("TCEQ") and applicable law;

WHEREAS, at ultimate development, the Meter Vault Improvements shall serve the Districts and Town Property in a different proportional manner based on the estimated relative benefit received by the Districts and Town, with such estimated relative benefit received based on the equivalent single-family connections that are expected for the Districts and Town at ultimate development;

WHEREAS, it is the intention of the parties that based on this relative benefit, the Town shall fund fifty percent (50%) of the costs associated with the acquisition and construction of the Meter Vault Improvements, and the Districts shall pay a Pro Rata Share (as defined below) of the remaining fifty percent (50%) of the costs of acquisition and construction of the Meter Vault Improvements on the terms set forth in this Agreement;

WHEREAS, it is the intention of the Parties that MUD shall execute a change order (the “Change Order”) to the existing Pump Station Contract for the construction of the Meter Vault Improvements, and the MUD shall manage the acquisition and construction of the Meter Vault Improvements on the terms and conditions set forth in this Agreement;

WHEREAS, the Parties understand and agree that a developer of land within Canyon Falls may, from time to time, advance funds to pay the MUD’s and WCID’s Pro Rata Share of the costs of acquisition and construction of the Meter Vault Improvements and, in such an event, WCID and MUD shall be obligated to reimburse such developer for such funds;

WHEREAS, the Parties acknowledge that upon completion of the Meter Vault Improvements, the WCID and the MUD shall convey its portion of the Meter Vault Improvements to the Town;

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

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

ARTICLE I DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context requires otherwise, and in addition to the terms defined above, the following terms and phrases used in this Agreement shall have the meanings set out below:

- (A) The term “Capital Costs” shall include all costs attributable to the acquisition or construction of the Meter Vault Improvements, including the cost of constructing, acquiring, leasing, equipping such facilities, together with the cost of the acquisition of interests in real property, easements and permits; the cost of preparing plans, specifications, and inspecting construction; the cost of acquiring necessary permits; the fiscal, legal, advertising, engineering and material testing costs; interest on sums advanced to or on behalf of a District by developers, or other persons to finance the foregoing; and all other costs and expenses relating to the foregoing.
- (B) The term “District” includes any other municipal corporation, public body or other public agency at any time succeeding to the property and principal rights, powers and

obligations of WCID and MUD and, where appropriate, means the Board of Directors or governing body of WCID, MUD or any successor municipal corporation, public body or public agency.

- (C) The term “District Engineer” means J. Volk Consulting, or other engineer designated by the Districts.
- (D) The Term “Town Engineer” means any engineer designated by the Town to act as the Town’s engineer.
- (E) The term “Eligible Portion” means that portion or percentage of the Capital Costs of the Improvements that the Districts are legally allowed pay.
- (F) The term “Meter Vault Improvements” means certain capital improvements as detailed in Exhibit “B.” The plans and specifications for the Meter Vault Improvements have been approved by the Parties.
- (G) The term “Pro Rata Share” means a percentage of Capital Costs and Operation and Maintenance Expenses of the Meter Vault Improvements to be determined by the Parties based on the benefits received by each Party at ultimate development. For purposes of this Agreement, the Parties has determined that each Party’s Pro Rata Share shall be according to the percentages shown in Exhibit “C.”
- (H) The term “Operation and Maintenance Expenses” means all costs and expenses (excluding depreciation) incurred in or allocable to the operation and maintenance of the Meter Vault Improvements during the construction of the Meter Vault Improvements, and all other items and expenses of a like or different nature reasonably required or desirable for the efficient maintenance and operation of the Improvements in full compliance with all Regulatory Requirements and the performance of the provisions of this Agreement; repairs and replacements of damaged, worn-out or obsolete parts; improvements and betterments to maintain or to cause to be maintained the Meter Vault Improvements in proper operation and to comply fully with all Regulatory Requirements; the legal liability of a District or Town, or other entity with an ownership interest in the Meter Vault Improvements, to pay money arising from an arbitration award or court decision creating a judgment against a District, Town, or other ownership entity related to the construction, acquisition, operation, maintenance and financing of the Meter Vault Improvements pursuant to this Agreement; the general and administrative expenses of a District, Town, or ownership entity allocable to the operation and maintenance of the Meter Vault Improvements; and the water charges related to the associated landscaping.
- (I) The term “Person” means any individual, public or private corporation, district, authority, political subdivision or other agency or entity of the State of Texas or the United States of America; any incorporated city, town or village, whether operating

under general law or under its home-rule charter; and any co-partnership, association, firm, trust, estate or any other entity whatsoever.

- (J) The term “Regulatory Requirements” means the requirements and provisions of any state or federal law, and any permits, rules, orders or regulations issued or adopted from time to time by any state, federal or other regulatory authority having jurisdiction concerning drainage.
- (K) The term “Services” means any services to be provided by a Party hereunder with respect to the Meter Vault Improvements.

Section 1.02. Table of Contents, Etc. The table of contents, titles and headings of the articles and sections of this Agreement have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Agreement or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.03. Interpretations. This Agreement and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement. The parties agree that this Agreement shall not be construed in favor of or against either party on the basis that the party did or did not author the Agreement. Nothing in this Agreement shall be construed to violate any state or federal statutory provision or any provision of the state or federal Constitutions and all acts done pursuant to this Agreement shall be performed in such manner as to conform thereto whether expressly provided or not.

ARTICLE II USE AND BENEFITS OF IMPROVEMENTS

Section 2.01. General Statement. The Parties agree that it is in the best interests of the residents and property owners in each of their jurisdictions to share in certain costs of the Meter Vault Improvements based on projected use thereof. The Parties agree that each Party will be responsible for its Pro Rata Share of the eligible cost of acquiring and constructing the Meter Vault Improvements as set forth herein. Each Party has also determined that the Meter Vault Improvements are reasonable, necessary, and beneficial to the taxable property within its boundaries.

Section 2.02. Pro Rata Share.

(a) At ultimate development each Party will be deemed to require the use and benefit of the Meter Vault Improvements equal to that Party’s Pro Rata Share of the Capital Costs as specifically shown in the attached Exhibit “C”, and therefore shall be obligated to pay, in a timely

manner as detailed in Section 4.01 below, such Pro Rata Share of the payment obligations for the Capital Costs relating thereto that arise from time to time.

(b) During construction, each Party will be deemed to require the use and benefit of the Meter Vault Improvements, and therefore shall be obligated to pay, in a timely manner as detailed in Section 4.01 below, the Pro Rata Share, as specifically shown in Exhibit "C" of the payment obligations for the Operation and Maintenance Costs relating thereto that arise from time to time. The Districts acknowledge that the WCID and the MUD have the obligation to convey its respective interest in the Meter Vault Improvements to the Town following completion of the Meter Vault Improvements. Generally, the obligation to pay Operation and Maintenance Expenses by a Party shall only exist while that Party has an ownership interest in the Meter Vault Improvements. WCID and MUD acknowledge that it retains its obligation to pay its Pro Rata Share of Operation and Maintenance Expenses until such time as such obligations are assigned to and accepted by the Town.

ARTICLE III **CONSTRUCTION**

Section 3.01. Design of Improvements.

(a) The Parties acknowledge that the Meter Vault Improvements have been designed by the District Engineer, in accordance with sound engineering practices, and the plans and specifications have been approved by all Parties.

Section 3.02. Construction of Improvements. MUD will be constructing the Meter Vault Improvements under the Change Order to the Pump Station Contract, where the Pump Station Contract followed all procedures with regard to contract advertisement, bidding and award as it is required by law to follow. The Parties acknowledge and approve the Change Order attached to this Agreement as Exhibit "D." The MUD shall coordinate, supervise and administer (in consultation with the District Engineer) the design and construction of the Meter Vault Improvements.

Section 3.03. Conditions to Construction of Improvements. It is expressly agreed and understood that any obligation on the part of MUD to purchase and construct the Meter Vault Improvements shall, in addition to any conditions specified elsewhere in this Agreement, be subject to the MUD's ability to obtain or cause to be obtained all permits and licenses required to construct and operate the Meter Vault Improvements.

Section 3.04. Ownership of the Improvements Constructed. It is expressly agreed that each Party shall be the owner of its Pro Rata Share of the Meter Vault Improvements constructed and acquired under this Article, including all related landscaping, appurtenances, sites, rights-of-way, easements and all enlargements, extensions or improvements thereto, until such time as each Party divests its interest in the Meter Vault Improvements.

Section 3.05. Right for MUD to Construct Improvements. Pursuant to and subject to the terms of this Agreement, each Party is under an obligation to provide its Pro Rata Share of the Capital Costs of the Meter Vault Improvements. Failure on the part of a Party to provide its Pro Rata Share a timely manner could result in considerable damages to the other Parties. In the event a Party fails to meet its obligations to provide its Pro Rata Share of the Capital Costs of the Improvements, as required by this Agreement, the other Parties shall have the right to design, acquire, construct, expand, maintain and operate the Improvements as needed, and the right of reimbursement from the failing Party for its Pro Rata Share of the Eligible Portion of the Capital Costs associated therewith.

ARTICLE IV **PAYMENTS**

Section 4.01. Payment of Pro-Rata Share.

(a) Within 30 days of the approval of this Agreement, the Town and WCID shall pay their Pro-Rata Share of the construction and engineering expenses of the Meter Vault Improvements to the MUD (the “Construction Payment”), as determined by the Parties and specifically detailed on Exhibit “C.” The determination of Pro-Rata Share for the Meter Vault Improvements has been made by the District Engineer in consultation with the Town Engineer, and the Parties each hereby acknowledge and agree that such allocation reflects the relative benefits received by each party. The Districts have indicated that they have legally available source of funds on hand to pay their share of costs under this Agreement, and the Town has indicated that it shall be advancing moneys to pay the Town’s share of such costs.

(b) Each Party agrees to pay its Pro Rata Share of Operation and Maintenance Expenses from legally available sources during the time of construction of the Meter Vault Improvements. The Pro Rata Share of Operation and Maintenance Expenses shall be determined by multiplying the percentage shown in Exhibit “C” by the total amount of Operation and Maintenance Expenses. Generally, the obligation to pay Operation and Maintenance Expenses by a Party shall only exist while that Party has an ownership interest in the Meter Vault Improvements. WCID and MUD acknowledge that it retains its obligation to pay its Pro Rata Share of Operation and Maintenance Expenses until such time as such obligations are assigned to and accepted by the Town.

(c) In the event that the final Agreement price of the Meter Vault Improvements is revised due to change orders or other reasons, the Parties agree to a “true-up” based on such change orders. Within 30 days after any change order is approved by the MUD, and a copy thereof provided to the Town and WCID, the Town and WCID agree to remit to the MUD their pro-rata share of the approved change order according to the percentage equaling the Pro Rata Share as described in Section 4.01(a) above, multiplied by the total amount of any approved change order. If the final Agreement price is lower than the bid amount, then within 30 days after the payment by the MUD of retainage on the construction Agreement, the MUD shall remit to the Town and WCID the Town and WCID’s Pro-Rata Share of the difference.

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

(c) All charges imposed to pay a Party's Pro Rata Share of the Eligible Portion of the Capital Costs and Operation and Maintenance Expenses shall be made without set-off, counterclaim, abatement, suspension, or diminution, and this Agreement shall not terminate, nor shall any Party have any right to terminate this Agreement nor be entitled to the abatement of any such payment or any reduction thereof nor shall the obligations of a Party under this Article IV be otherwise affected for any reason, including without limitation acts or conditions of another Party that might be considered failure of consideration, eviction or constructive eviction, destruction or damage to the Meter Vault Improvements, failure of a Party to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising out of or connected with this Agreement, it being the intention of the parties that all sums required to be paid by a Party to another Party for such purposes shall continue to be payable in all events and the obligations of a Party hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Agreement.

ARTICLE V

BENEFICIAL OWNERSHIP

Section 5.01. Beneficial Ownership; Capacity. The Parties acknowledge and agree that although the Town shall maintain operation of the Meter Vault Improvements or cause the Meter Vault Improvements to be maintained and operated following the completion of construction, each party shall, subject to the WCID's and MUD's obligation to convey its interest to the Town, retain its respective Pro-Rata Share of capacity in the Meter Vault Improvements as set forth on Exhibit "C."

ARTICLE VI

RECORDS, AUDITS AND INSURANCE

Section 6.01. Accounts, Records and Accounting Records. Each Party covenants and agrees that it will maintain books of records and accounts in which full, true and proper entries will be made of all dealings, transactions, business, and any other matters which in any way affect or pertain to the Meter Vault Improvements and the allocation and application of the Capital Costs and Operating and Maintenance Expenses. Such books and accounts will be available for inspection by all Parties at reasonable hours and under reasonable circumstances.

Section 6.02. Insurance. Each Party covenants that it will at all times keep insured such parts of the Meter Vault Improvements as are usually insured by special districts and towns operating like properties in similar locations under the same circumstances, with a responsible insurance company or companies, against risk, accidents or casualties against which and to the extent insurance is usually carried by such corporations. All such policies shall be open to inspection of the other Party and their representatives at all reasonable times.

Section 6.03. Insurance Proceeds. In the event of any loss or damage to the Meter Vault Improvements, each Party covenants that it will reconstruct or repair the destroyed or damaged portion of the Meter Vault Improvements according to its Pro Rata Share and will apply the proceeds of the insurance policies covering such loss or damage solely for that purpose. Each Party covenants that it will begin such work or reconstruction or repair promptly after such loss or damage shall occur and will continue and properly complete the same as expeditiously as possible and will pay, or cause to be paid, all costs and expenses in connection therewith out of the insurance proceeds to the extent insurance proceeds are available.

ARTICLE VII

OPERATION AND MAINTENANCE OF IMPROVEMENTS

Section 7.01. Transfer. The Parties acknowledge that the WCID and MUD are obligated, at the time of completion of the Meter Vault Improvements, to transfer its rights and obligations in the Meter Vault Improvements to the Town. Accordingly, the Districts acknowledge that at the time of such transfer of the Districts' rights and obligations to the Town, any obligation of the WCID and MUD for the Operation and Maintenance of the Meter Vault Improvements shall also be transferred to the Town, and, subject to acceptance of the obligation by the Town, the WCID and the MUD shall not have any further obligation related to the costs of the Operation and Maintenance of the Meter Vault Improvements.

Section 7.02. Maintenance of Improvements. The Parties acknowledge that an agreement exists between the Town and the MUD under which the Town agrees to provide water system management services to the MUD, including the obligation to operate and maintain the MUD water system. Accordingly, the Parties acknowledge that the Town shall be responsible for the entirety of the Operation and Maintenance costs of the Meter Vault Improvements following completion of the construction of the Meter Vault Improvements and the conveyance from the Districts of the Districts' share. The Parties acknowledge that the WCID and MUD shall have no responsibility for the Operation and Maintenance costs of the Meter Vault Improvements. The Town Party covenants that it will maintain the Meter Vault Improvements or cause the same to be maintained, in good condition and working order and will operate the same, or cause the same to be operated, in an efficient and economical manner, at reasonable cost and in accordance with sound business principles.

ARTICLE VIII

DEFAULT

Section 8.01. Default Defined. Each of the following shall constitute a default hereunder:

- (a) Failure of a party to pay any sum in accordance with this Agreement; or

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

Section 8.02. Remedies. In the event of a default by either party hereto, the affected party may, at its option, seek any remedy available at law or in equity, or as otherwise provided in this Agreement, for such default; provided, however, that the parties hereto acknowledge and agree that, unless specifically provided herein, this Agreement may not be terminated without the written consent of the Parties hereto.

Section 8.03. Force Majeure.

(a) In the event either party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose Agreement obligations are affected shall give written notice of such force majeure to the other parties to this Agreement. Such cause, as far as possible, shall be remedied with all reasonable due.

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

ARTICLE IX
MISCELLANEOUS

Section 9.01. Entire Agreement. This Agreement contains the complete and entire agreement of the Parties and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties but only as to the subject matter of this Agreement.

Section 9.02. Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto acknowledge that each has entered into this Agreement willingly and that each party has equal bargaining powers. No party has been coerced or has acted under duress.

Section 9.03. Approvals by a Party. Whenever this Agreement requires or permits approvals or consents to be hereafter given by a Party, the Parties agree that such approval or consent shall not be unreasonably withheld. Such approval or consent may be evidenced by an order or resolution adopted by the governing body or by an appropriate certificate executed by a person, firm or entity authorized to determine and give approval or consent on behalf of each Party pursuant to an order or resolution adopted by the governing body. Such approval or consent shall be effective without regard to whether given before or after the time required herein and no such approval or consent of a Party shall be required as a condition to any action by another Party except as expressly required in this Agreement.

Section 9.04. Time of Essence. Time is of the essence in the exercise of each Party's duties and obligations pursuant to this Agreement.

Section 9.05. Amendment. This Agreement may be amended or modified only by written agreement executed by each Party hereto.

Section 9.06. Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, and the remainder of this Agreement shall be construed as if such invalid, illegal or ineffective provision had never been contained herein.

Section 9.07. Other Instruments and Approvals. The Parties agree to execute and deliver all such instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

Section 9.08. Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 9.09. No Waiver. No consent or waiver, expressed or implied, by a Party to this Agreement to or of any default of any covenant or provision hereof by either Party hereunder shall be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

Section 9.10. Assignability. This Agreement shall be assignable by each Party only with the written consent of the other Parties.

Section 9.11. No Joint Venture, Partnership, Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties.

Section 9.12. Term. This Agreement shall be in force and effect from the date of its execution for twenty five (25) years. The Parties may extend the Agreement in writing for any number of successive twenty five (25) year terms.

Section 9.13. Enforceability.

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

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

Section 9.14. Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall be in Denton County, Texas.

Section 9.15. Counterpart Originals. This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity.

Section 9.16 Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

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

With a copy to:

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

Canyon Falls Municipal Utility District No. 1 of Denton County
ATTN: PRESIDENT
c/o Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201

Canyon Falls Water Control and Improvement District of Denton County
ATTN: PRESIDENT
c/o Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201

Section 9.17 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Town or a District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each Party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the Parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 9.18 Liability. The parties acknowledge that the MUD assumes a certain amount of risk by serving as the party acquiring and constructing the Meter Vault Improvements, including potential legal action taken against or by the MUD. Should there be any third-party claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement or causes of action which may arise against or is initiated by the MUD related to this Agreement, the WCID and Town agree to contribute to the MUD on a monthly basis certain costs associated with such actions, to be determined by applying each Party's Pro Rata Share to 1) the total legal fees and expenses incurred by the MUD and 2) the total damages the MUD is deemed liable for or agrees to pay out through a settlement. Should any damages be recovered by the MUD through an action to which the WCID and/or Town contribute under this section, such damages shall also be distributed between the Parties by their Pro Rata Share.

The WCID and Town's obligations under this section shall not apply should:

- 1) the WCID, Town, or MUD bring claims, disputes, lawsuits, and controversies against the other. Should such an action be brought, each Party agrees to pay its own legal fees and expenses; or
- 2) claims, suits, demands, losses, damages, attorney's fees, including all expenses of litigation or settlement contemplated under this section be determined to be as a result of MUD's gross negligence or willful misconduct.

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

EXECUTED THIS ____ DAY OF _____, 2018.

**CANYON FALLS MUNICIPAL UTILITY DISTRICT NO. 1
OF DENTON COUNTY**

By: _____

President, Board of Directors

ATTEST:

By: _____

Secretary, Board of Directors

EXECUTED THIS ____ DAY OF _____, 2018.

**CANYON FALLS WATER CONTROL AND IMPROVEMENTS DISTRICT NO. 2
OF DENTON COUNTY**

By: _____

President, Board of Directors

ATTEST:

By: _____

Secretary, Board of Directors

EXECUTED THIS ____ DAY OF _____, 2018.

ATTEST:

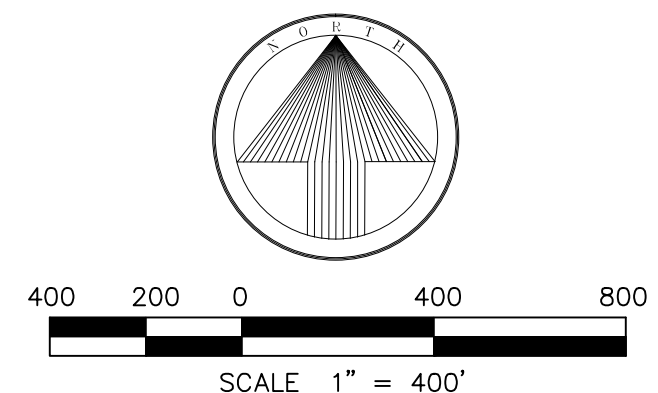
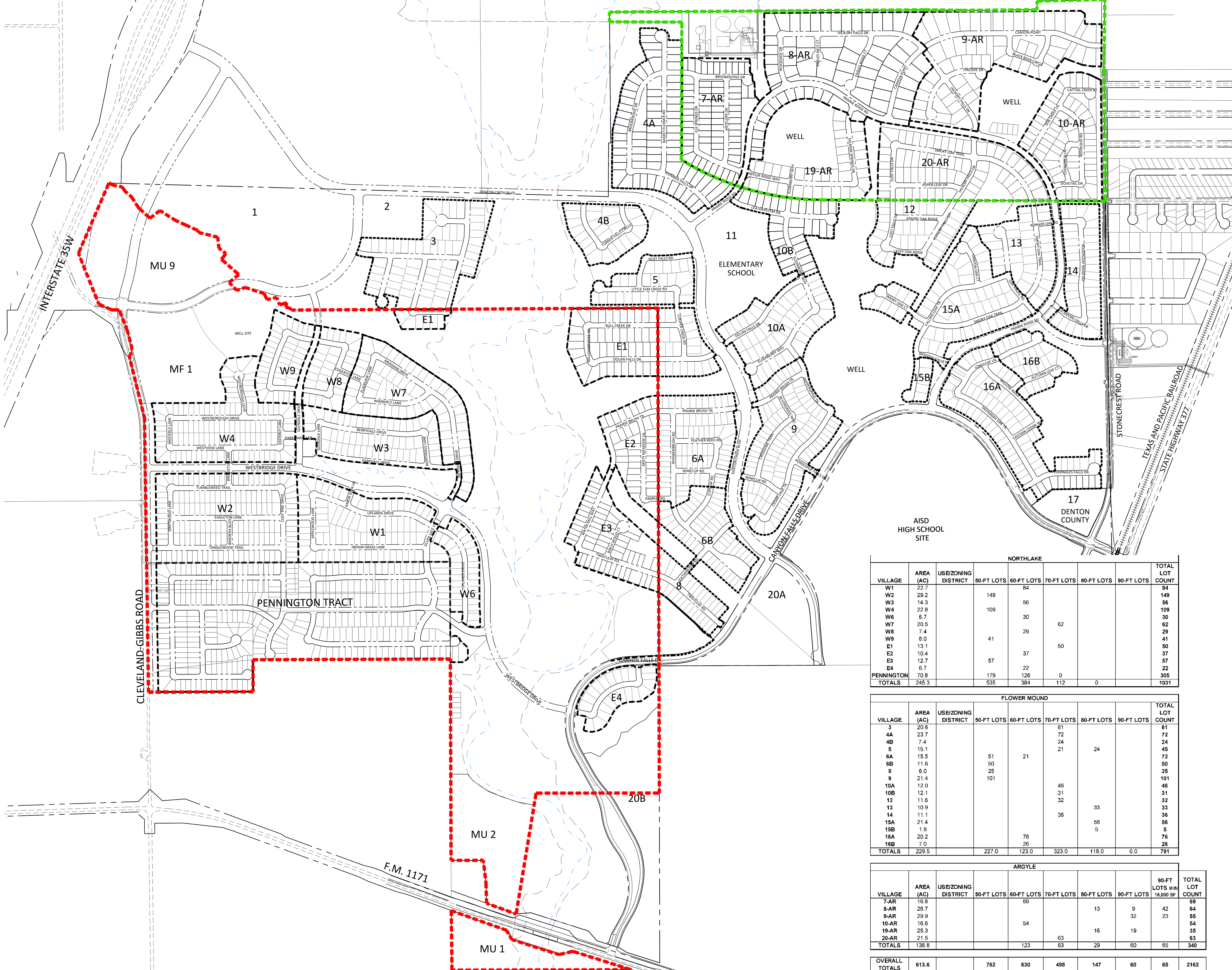
TOWN OF NORTHLAKE

City Secretary

By:

Mayor

EXHIBIT A
DISTRICT BOUNDARIES



- MUD BOUNDARY
- WCID BOUNDARY
- VILLAGE BOUNDARY

NORTHLAKE							
VILLAGE	AREA (AC)	USE/ZONING DISTRICT	50-FT LOTS	60-FT LOTS	70-FT LOTS	80-FT LOTS	90-FT LOTS
W1	22.7			84			
W2	29.2		149	56			
W3	14.3						
W4	22.8		109	30			
W6	6.7						
W7	20.5				62		
W8	7.4			29			
W9	8.0		41				
E1	13.1				50		
E2	10.4			37			
E3	12.7		57				
E4	6.7			22			
PENNINGTON	70.8		179	126	0		
TOTALS	245.3		535	384	112	0	

FLOWER MOUND							
VILLAGE	AREA (AC)	USE/ZONING DISTRICT	50-FT LOTS	60-FT LOTS	70-FT LOTS	80-FT LOTS	90-FT LOTS
3	20.6				61		
4A	23.7				72		
4B	7.4				24		
5	15.1				21		
6A	15.5		51	21		24	
6B	11.6		50				
8	6.0		25				
9	21.4		101				
10A	12.0				46		
10B	12.1				31		
12	11.6				32		
13	10.9					33	
14	11.1				36		
15A	21.4					56	
15B	1.9					5	
16A	20.2			76			
16B	7.0			26			
TOTALS	229.5		227.0	123.0	323.0	118.0	0.0

ARGYLE								TOTAL LOT COUNT
VILLAGE	AREA (AC)	USE/ZONING DISTRICT	50-FT LOTS	60-FT LOTS	70-FT LOTS	80-FT LOTS	90-FT LOTS	
7-AR	16.8			69				69
8-AR	28.7					13	9	42
9-AR	29.9						32	55
10-AR	16.6			54				54
19-AR	25.3				63	16	19	35
20-AR	21.5							63
TOTALS	138.8			123	63	29	60	340
OVERALL TOTALS	613.8		762	630	498	147	60	2162

CANYON FALLS

WCID & MUD MAP

TOWN OF NORTHLAKE
TOWN OF FLOWER MOUND
TOWN OF ARGYLE (ETJ)
DENTON COUNTY, TEXAS

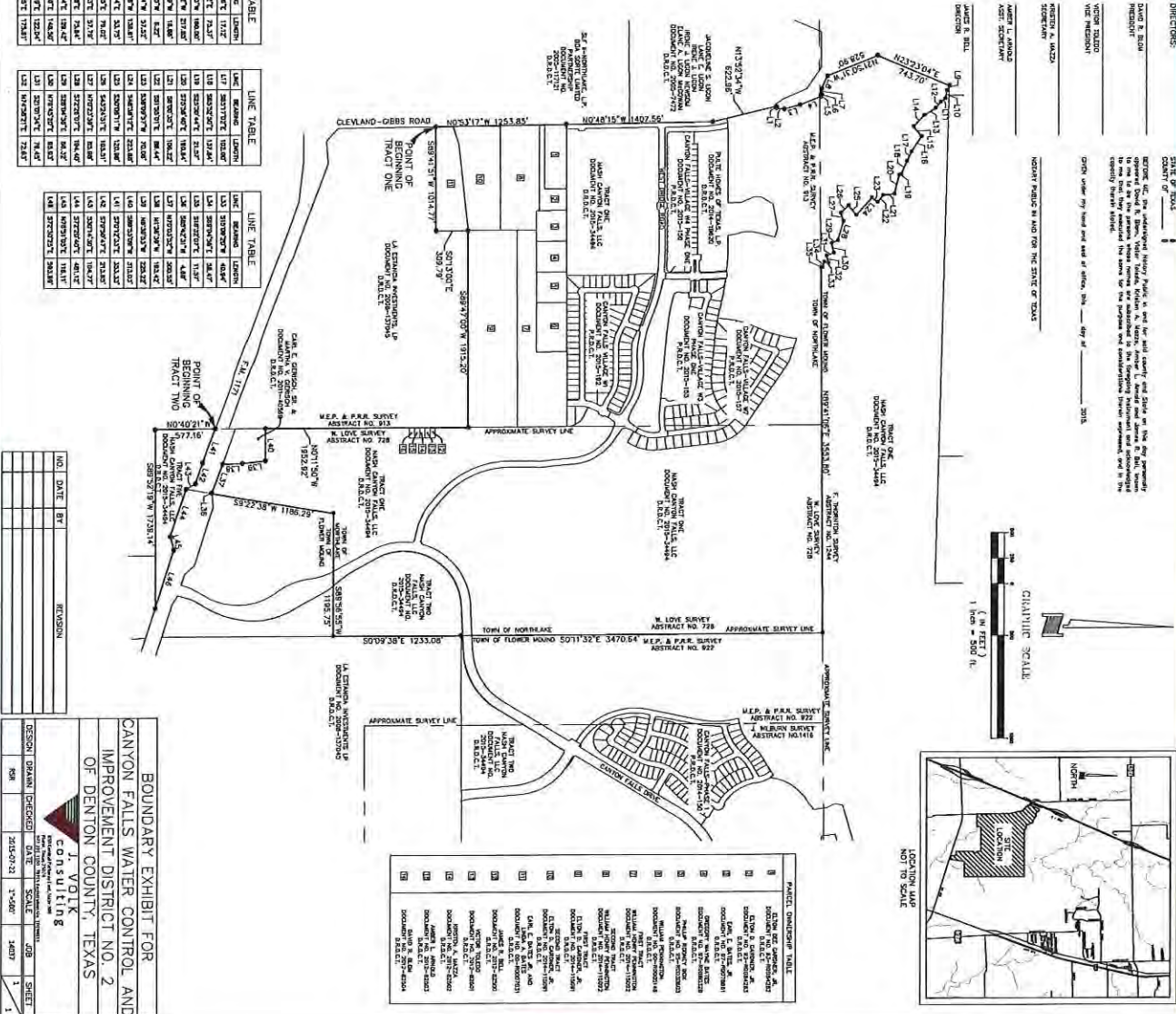
September 13, 2016

J. VOLK consulting
830 Central Parkway East, Suite 300 | Plano, Texas 75074
972.201.3100 (office) | 972.201.3099 (fax)
TBPE No. F-11962

1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 26

[illegible][illegible]

REVISION		
NO.	DATE	BY





BOUNDARY EXHIBIT FOR				
WAIVER AGREEMENT				
168.316 ACRES				
TOWN OF MARBLE, HERTON COUNTY, TEXAS				
				
J. VOLT CONSULTING, INC. 10000 Highway 100, Suite 100, Houston, Texas 77036 Tel: 281-469-1100 Fax: 281-469-1101				
DESIGN	DRAWN	CHECKED	DATE	SCALE
			10/20/04	1"=200'
JOB				
			15/04	1"=1
REV			02/24/04	1"=1

EXHIBIT B

DESCRIPTION OF METER VAULT IMPROVEMENTS

DESCRIPTION:

The vault is to be constructed as part of a Change Order to a contract with Mela Contracting, Inc. The scope of work to construct the vault includes: Piping, valves, fittings, material and subcontractor costs, and labor and equipment costs. Further detail of the vault is shown on the plan attached with this Exhibit B.

FIRM REGISTRATION NO.:
F-002225

EXHIBIT C

COSTS AND PRO RATA SHARES

COSTS:

The total cost of this scope of work is estimated to be \$278,240.20, including:

Materials/Subs	\$ 20,130.00
Labor and Equipment (4 months, 5 days per week)	\$ 159,200.00
Piping, Valves, Fittings, Pipe Supports and Hatches	\$ 62,618.00
Overhead and Profit (15%)	\$ 36,292.20

PRO RATA SHARE OF COSTS:

<u>ENTITY</u>	<u>PRO RATA SHARE</u>	<u>COST</u>
MUD	10%	\$27,824.02
Town	50%	\$139,120.10
WCID	40%	\$111,296.08
TOTAL	100%	\$278,240.20

EXHIBIT D
CHANGE ORDER



Owner: Canyon Falls MUD #1
 Project: Canyon Falls Pump Station and Ground Storage Tank
 Engineer: Daniel and Brown, Inc.
 MELA CO #2 UTRWD Meter Vault Addition, Temp Power and Motorized Louvers

Qty	Item	Unit	Unit Price	Total
1	WHECO (scope attached, deduct \$3,500 if use existing propeller meter)	LS	\$ 80,781.00	\$ 80,781.00
1	Electrical for Meter Station (scope attached)	LS	\$ 62,000.00	\$ 62,000.00
1	Fence and Gate	LS	\$ 8,070.00	\$ 8,070.00
1	Materials/Subs (Breakdown Below)	LS	\$ 20,130.00	\$ 20,130.00
80	Labor and Equipment (4 months, 5 days per week; breakdown below)	Days	\$ 1,990.00	\$ 159,200.00
1	Piping, Valves, Fittings, Pipe Supports and Hatches	LS	\$ 62,618.00	\$ 62,618.00
1	Change to motorized louvers and install electrical for motorized louvers	LS	\$ 5,600.00	\$ 5,600.00
1	Temp Power for Old Meter Vault (Scope attached)	LS	\$ 5,500.00	\$ 5,500.00
Subtotal	\$		403,899	
Overhead (10%)	\$		40,390	
Profit (5%)	\$		20,195	
TOTAL*	\$		464,484	

Labor and Equipment Breakdown (per day)

Qty	Item	Unit	Unit Price	Total
1	Superintendent	Days	\$ 175.00	\$ 175.00
1	Foreman/Leadman	Days	\$ 220.00	\$ 220.00
4	Laborers	Days	\$ 180.00	\$ 720.00
1	MiniEx/Reach Fork/Excavator/Small Tool and Small Equipment	Days	\$ 875.00	\$ 875.00
				\$ 1,990.00

Materials/Other Subs

Qty	Item	Unit	Unit Price	Total
1	Pier	LS	\$ 1,000.00	\$ 1,000.00
1	Flexbase	LS	\$ 1,000.00	\$ 1,000.00
1	Exhaust Fan/Space Heater	LS	\$ 2,550.00	\$ 2,550.00
1	Concrete	LS	\$ 6,000.00	\$ 6,000.00
60	Rock (foundation and french drain)	TN	\$ 18.00	\$ 1,080.00
1	Rebar	LS	\$ 6,500.00	\$ 6,500.00
400	6-inch Pref Pipe for French Drain	LF	\$ 2.50	\$ 1,000.00
1	Sump Pumps with Control Panel and Floats	LS	\$ 1,000.00	\$ 1,000.00
				\$ 20,130.00

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: June 14, 2018
Re: Text amendments to Sec. 8.2 & Sec. 9.11 of the Unified Development Code (UDC)

Staff presented some issues and recommended revisions to the Unified Development Code (UDC) related to setbacks for some accessory structures and fences at the May 10th Town Council meeting and was directed to move forward with amendments as recommended. All revisions are included in Article 8, Sec. 8.2 and Article 9, Sec. 9.11 of the UDC. The revisions are recommended to provide clarity and consistency, both internal (with other UDC standards) and external (with other cities in the area), with standards for “non-building” accessory structures such as pools, in-ground storm shelters, and fences. A draft ordinance to amend the UDC is attached along with a redline version of each section to provide context for the revisions.

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

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

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 18-0614B

AN ORDINANCE AMENDING ARTICLE 8, "SPECIAL USES AND GENERAL REGULATIONS," AND ARTICLE 9, "DESIGN STANDARDS," OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY ADDING OR AMENDING SETBACK REQUIREMENTS FOR CERTAIN ACCESSORY STRUCTURES IN SECTION 8.2, "ACCESSORY USES AND STRUCTURES," AND AMENDING THE MAXIMUM HEIGHT REQUIREMENT FOR CERTAIN FENCES IN SECTION 9.11, "SCREENING AND FENCING"; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

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

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

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

WHEREAS, the Northlake Town Council initiated a review of the provisions and regulations contained in the UDC related to the setbacks for accessory structures and the setbacks and height of fences; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing the setbacks for certain accessory structures and the setbacks and height of certain fences in the Town were needed; and

WHEREAS, the Town Council held a public hearing on June 14, 2018 after proper notification thereof with respect to the adoption of the proposed UDC text amendment in accordance with the UDC and the Texas Local Government Code; and

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

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

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

SECTION 2. Section 8.2, Accessory Uses and Structures, of Article 8, Special Uses and General Regulations, and Section 9.11, Screening and Fencing, of Article 9, Design Standards, shall be amended as shown on Exhibit "A" attached hereto and incorporated herein for all purposes.

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

SECTION 4. With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

SECTION 5. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

SECTION 6. All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 14th DAY OF JUNE, 2018.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit A

Article 8 Special Uses and General Regulations

Sec. 8.2 Accessory Uses and Structures

1. Subsection F. shall be replaced in its entirety with the following language:

In-ground storm shelters, those primarily underground with no portion of the structure extending four (4') feet above ground level, and portable accessory buildings, those not built on a permanent foundation with less than one hundred twenty (120) square feet of floor area, shall be set back a minimum of three (3') feet from common property lines, shall meet all minimum setback requirements for front yards and side yards adjacent to a street, and may not be located within an easement. All other accessory buildings shall meet the setback requirements of the zoning district.

2. Subsection K. shall be replaced in its entirety with the following language:

The minimum separation between a main structure and detached accessory structure, other than a carport, pergola, or similar open-air structure, shall be ten (10') feet.

3. Subsection L. shall be replaced in its entirety with the following language:

The minimum separation between the main building and an in-ground storm shelter, in-ground or above-ground pool, spa, hot tub, playhouse, sauna or gazebo which does not exceed one story in height shall be a minimum of five (5') feet.

4. Subsection L.1. shall be replaced in its entirety with the following language:

In-ground or above-ground pools, spas, and hot tubs shall be set back a minimum of five (5') feet from common property lines, shall meet all minimum setback requirements for front yards and side yards adjacent to a street, and may not be located within an easement; and

Article 9 Design Standards

Sec. 9.11 Screening and Fencing

1. Subsection A.3.c.i. shall be replaced in its entirety with the following language:

Five (5) feet for front yard or in front of the main structure in the RR zoning district. Four (4) feet for front yard or in front of the main structure in all other residential zoning districts. Fences located in the front yard shall be constructed of split rail, ornamental metal, tubular steel, or similar open face material.

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

E. Controlled Access

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

F. Private Streets

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

G. Converting Private Streets to Public Streets

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

Sec. 8.2 *Accessory Uses and Structures* (Amended by Ord. 13-1212B & Ord. 16-1013A)

- A. Accessory uses or structures shall not be permitted without a primary use or structure with the exception of the following:
1. Agricultural buildings/structures shall be permitted without a primary structure only on lots or tracts with an area greater than ten (10) acres. In such case, a minimum one hundred foot (100') setback is required from all adjacent street frontages, and such setback shall be measured from the ultimate right-of-way according to the Master Thoroughfare Plan.

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

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

- F. In-ground storm shelters, those primarily underground with no portion of the structure extending four (4') feet above ground level, and portable Aaccessory buildings, those not built on a permanent foundation and with less than one hundred (120) square feet of floor area, shall be set back a minimum of three (3') feet from common property lines, shall meet all minimum setback requirements for front yards and side yards adjacent to a street, and may not be located within an easement. All other accessory buildings shall meet the setback requirements of the zoning district.
- G. No detached accessory use or structure shall be allowed in the front yard unless otherwise permitted within this article.
- H. Attached accessory uses or structures shall comply with the front, side and rear setbacks and height restrictions established for the primary structure and/or this section. Attached accessory structures may be served by a separate electric meter only if a fire wall with a minimum rating of one (1) hour is installed between the primary structure and the attached accessory addition.
- I. The total building height of the accessory building cannot exceed twenty-five (25') feet or the height of the main building, whichever is less. Agricultural buildings/structures and Accessory Dwelling Units shall conform to the height requirements of the zoning district in which the structure is located.
- J. Storage buildings that are accessory to a principal residential use on the same lot shall require administrative site plan approval prior to building permit issuance.
- K. The minimum separation between a main structure and detached accessory structure, other than a carport, pergola, or similar open-air structure, shall be ten (10') feet.

- L. The minimum separation between the main building and an in-ground storm shelter, in-ground or above-ground pool, spa, hot tub, playhouse, sauna or gazebo which does not exceed one story in height ~~may shall be less than a minimum of ten-five feet (10'5')~~ if the structure is contiguous with or an integral part of the main building, and/or the accessory structure is engineered by a professional engineer to insure the integrity of the existing (main building) foundation.
1. In-ground or above-ground pools, spas, and hot tubs shall be set back a minimum of five (5') feet from common property lines, shall meet all minimum setback requirements for front yards and side yards adjacent to a street, and may not be located within an easement. Such plans indicating the design for any such structure shall be submitted to the Building Official for review in connection with the issuance of a building permit; and
 2. Setback distances for in-ground or above-ground pools, spas, hot tubs and saunas shall be measured to the outside edge of the beam (structural edge) of the pool, spa, etc.

M. Cargo Container Regulations

1. Cargo Containers Used as Primary Structures
 - a. Cargo container shall not be used as primary structures.
2. Cargo Containers as Accessory Uses:
 - a. Cargo containers shall not be stacked.
 - b. Cargo containers shall not occupy any required off-street parking spaces, vehicular access, pedestrian facilities or landscape areas for the site.
 - c. Cargo containers shall not be located between a building and front property line.
 - d. The cargo container(s) shall be placed in a location that minimizes the visual impact from surrounding streets and properties.
 - e. Cargo containers shall be placed upon a dust free, all weather surface as approved by the Town Administrator or his/her designee.
 - f. Cargo containers shall not exceed a size of ten (10) feet by ten (10) feet by twenty (20) feet unless approved by the Town Council.
 - g. Any cargo containers located within one hundred (100) feet of a residential zoning district shall be no greater in size than ten (10) feet by (10) feet by (20) feet.
 - h. Cargo containers located adjacent to a residentially zoned or developed property shall be screened with a twenty (20) foot wide buffer of trees planted on twenty five (25) foot centers.
 - i. The area utilized by cargo containers shall be considered as usable space and included in the parking calculations as set forth in section 10 Parking Regulations.
 - j. The quantity of cargo containers, when used as accessory structures, shall be determined by the total aggregated square foot of principal buildings according to the rate in Table 8.2.
 - k. All cargo containers require approval of a temporary use permit. The permit shall be for a maximum thirty (30) days with one thirty (30) day extension allowed. Any variation from this requirement requires approval of a SUP.

Sec. 9.11 *Screening and Fencing*

A. Fencing and Screening Wall Standards

1. General Requirements

- a. A permit shall be required for any new fence or screening wall construction or replacement of an existing fence or screening wall unless otherwise provided in this UDC. No permit shall be required to repair a fence as long as the repair keeps the fence in the same location and utilizes the same materials.
- b. All fences and screening walls shall be kept in good repair and shall not create blight. Dilapidated fences or screening walls shall be repaired or replaced in accordance with provisions of this section. Fences may be painted, but no bright, unnatural colors are allowed. Wood fences shall be painted or stained with natural wood colors.
- c. No fence or screening wall shall exceed eight (8) feet in height, as measured from the grade of the property, unless otherwise approved by the Town Council or BOA.
- d. No barbed wire, hog wire, chicken wire, chain link, or electrical fencing shall be allowed except as otherwise permitted in this UDC.
- e. Existing chain link fences may be replaced with a permit. All new replacement chain link fencing shall be vinyl clad in black or green.
- f. Chain link fencing may be allowed for fencing of dog runs, tennis courts, swimming pools and similar purposes if it is completely contained on the lot, not on the perimeter, and it is not directly visible from any street or adjacent property.
- g. Temporary fencing used for construction purposes or special events shall be exempt from the requirements of this section provided that such fencing is approved as part of the applicable building permit or special events permit.
- h. Any variances to the requirements of this section shall be considered by the BOA unless otherwise provided in this UDC.

2. Fencing Requirements for Agricultural Uses

- a. The following standards apply to tracts of land with two (2) acres or more used for agricultural or animal husbandry purposes in accordance with this UDC.
- b. Pipe fencing, split rail fencing, barbed wire, hog wire, chicken wire, chain link, cable, and other open style types of fencing traditionally used in agriculture and animal husbandry shall be allowed. Such fencing may be located up to the right-of-way line and shall not exceed eight (8) feet in height. Solid style types of fencing shall meet the fence height and setback requirements for residential uses. Open style fencing typically used in wildlife management may exceed eight (8) feet in height as necessary for the purposes of wildlife management.
- c. Electrical fences shall be allowed. Such fences must be located a distance of at least six (6) inches inside a nonelectric fence; shall be installed and maintained as per manufacturer's instructions; and shall have posted signs on all sides spaced at not more than fifty (50) foot intervals stating "DANGER. ELECTRIC FENCE."

- d. No permit is required for agricultural fencing.

3. Fencing Requirements for Residential Uses

- a. Fences shall be constructed of wood, ornamental metal (i.e. wrought iron), tubular steel, masonry, or other materials traditionally used in private fence construction. New and innovative materials such as plastics, PVC's, metal panel or slat, cementitious fiberboard, and other similar materials may be approved for use by the Town Administrator or his/her designee if the material is compatible in character with traditional residential fencing and proven to be sturdy, durable and relatively maintenance-free.
- b. Hog wire, chicken wire, and similar materials may be used in combination with other permitted open type fencing such as split rail fences in areas zoned for single-family residential use.
- c. The maximum height, as measured from the grade of the property, shall be as follows:
 - i. Five (5) feet for front yard or in front of the main structure in the RR zoning district. ~~Three-Four~~ (34) feet for front yard or in front of the main structure in all other residential zoning districts. Fences located in the front yard shall be constructed of split rail, ornamental metal, tubular steel, or similar open face material.
 - ii. Eight (8) feet for side or rear yards.
- d. Fencing in the front yard of a residential lot shall be located no closer than three (3) feet (measured inside the residential lot) to the ultimate right-of-way line according to the Master Thoroughfare Plan.
- e. Gates designed for vehicular access shall be set back from the ultimate right-of-way line according to the Master Thoroughfare Plan a minimum of twenty-four (24) feet. Gate and entry elements located in the front yard of properties in the RR zoning district may be up to eight (8) feet in height. Entry elements that include an archway over the gate may exceed the maximum height to provide adequate clearance for vehicles.
- f. The height of a fence adjacent or perpendicular to a screening wall shall not exceed the height of the subdivision's screening wall or any other fence constructed by the developer at the time of initial development.
- g. All fences adjacent to parks, trails, or designated open spaces shall be constructed of split rail, ornamental metal, tubular steel, masonry columns, or similar open face material and not exceed a height of six (6) feet. No wood fencing shall be allowed behind the required open fencing. Solid fencing constructed of Cedar (with metal posts and Cedar top and bottom caps and stained with wood sealant) or masonry material may be allowed if adjacent to a park or open space area that is used actively such as a public swimming pool, sport facility, etc.
- h. Allowable wood fences adjacent to streets, schools, parks, open spaces or other public spaces shall have the finished side facing the public space. All fence posts and structural components shall be placed on the interior of the lot.
- i. Any new or replacement wood fences adjacent to a thoroughfare as shown on the Master Thoroughfare Plan shall be constructed of Cedar material with metal posts and Cedar top and bottom caps and stained with a wood sealant. All fence posts and structural components shall be placed on the interior of the lot.

- j. The location of fences for double frontage lots or corner lots adjacent to a street shall be in accordance with the building setback line as shown on the final plat. If a property is not platted, the location of fences shall comply with the building setback requirements of the zoning district that the property is located in.
 - k. If a corner lot is adjacent to a subdivision's screening wall, a fence may be placed outside the required setback line to connect with the screening wall.
 - l. Fences for non-residential uses allowed in residential zoning districts such as schools or Churches shall meet the fencing standards for non-residential districts.
4. Fencing Requirements for Swimming Pools
- a. Swimming pools shall have a fence of a minimum four (4) feet in height with self-closing, self-latching gates. Openings in the fence shall not allow passage of a 4-inch diameter sphere.
 - b. A structure may be used as part of a fence enclosure, provided that all entrances into the swimming pool area or court are equipped with gates as described herein or doors with latches and locks.
 - c. Fencing materials shall meet all requirements of this Section.
5. Fencing and Requirements for Multi-Family and Non-Residential Uses
- a. Fencing shall not exceed eight (8) feet in height.
 - b. Fencing shall be constructed of wrought iron, tubular steel, masonry, live screening, or a combination thereof. Wood, barbed wire, and chain link fencing is prohibited unless otherwise permitted in this section.
 - c. All fencing for multi-family and non-residential developments shall be identified on the site plan for the development and approved as part of the site plan approval.
 - d. The Town Council may approve variances to any of these requirements as a part of the site plan approval. When a site plan is not applicable, the BOA may consider variances to these requirements.
6. Screening Wall Requirements
- a. Screening walls shall be constructed of masonry material such as brick, stone, concrete panels, or similar materials consistent in material, finish, and color with the primary buildings within the development or adjacent buildings in the area. The wall finish shall be consistent on both sides.
 - b. Screening walls shall be a minimum of six (6) feet in height and a maximum of eight (8) feet in height.
 - c. Screening wall plans shall be submitted to the Town for review and permitting and shall be signed and sealed by a Structural or Civil Engineer licensed by the State of Texas.
- B. Landscape Buffering and Screening Standards

Buffering shall be required in all subdivisions and for all development and construction as follows:

1. All residential subdivisions or developments abutting collector or thoroughfare streets either existing or so designated by the Master Thoroughfare Plan shall buffer the entire length of the abutted street as identified below.
 - a. Buffer:
 - i. A minimum of ten feet (10') wide landscape buffer with one native shade tree (Table 9.3) per forty (40) linear feet of road frontage; or
 - ii. A minimum of twenty-five feet (25') wide landscape buffer consisting of any combination of berms and open style fencing (split rail or wrought iron style) with one native shade tree (Table 9.3) per forty (40) linear feet of road frontage; or
 - iii. A minimum of fifty feet (50') wide landscape buffer consisting of a screening wall with one native shade tree (Table 9.3) and seven shrubs per thirty (30) linear feet of road frontage.
 - b. Grass or other permanent turf shall be installed within the buffer area.
 - c. A permanent automatic irrigation system, equipped with an anti-freeze device, shall be installed for all landscaped and grass areas.
 - i. The irrigation system shall be installed and metered in the name of the developer or home owners association, or public improvement district.
 - d. All plants (trees, shrubs, ground cover) shall be living and maintained in a sound, healthy, and vigorous growing condition.
 - e. The maintenance of all fences and landscaped areas shall be the responsibility of the developer, home owners association or Public Improvement District.
2. All development having open yard storage, rear loading docks or facilities, trash dumpsters or other related activity or materials generating noise, dust or other pollutants not common to the general area or compatible with adjacent zoning designations or use shall buffer to encompass such areas.
3. All trash dumpsters shall be encompassed with a buffer which shall include a solid, decorative gated access designed to be architecturally compatible with the area.
4. All subdivisions and development adjoining property with a different zoning classification or use shall buffer the whole length of the adjoining development.
5. All fences and screening walls shall be architecturally compatible with the general area.
6. Buffering, landscaping and architectural compatibility shall be approved by the Development Review Committee (DRC) prior to platting or construction.
7. The proximity of the screening wall to the landscaping shall be such that the landscaping always fronts the street and, if not applicable, fronts the most restrictive district or use. When proven that the overall design can be improved by reorientation, this proximity can be

modified by Town Administrator or his / her designee as long as none of the requirements are lessened.

8. All required buffers shall be a minimum of Type B unless otherwise specified in the Buffer Type Table shown below. Normal landscaping requirements specified in Section 9.10 above may be counted towards the landscape buffer requirements specified in this Section.
9. Alternate screening methods may be requested as part of the site plan review process and may be approved by the Town Council.

Table 9.7 Buffer Type Table				
	Single Family	Multi Family	Commercial	Industrial
Single Family		A	B	C
Multi Family	A		A	B
Commercial	B	A		A
Industrial	C	B	A	

Types of Buffers:

1. Type A: A six (6) foot high screening wall.
2. Type B: A six (6) foot high screening wall with a ten (10) foot wide planting strip that includes five (5) shade trees per one hundred (100) linear feet.
3. Type C: A six (6) foot high screening wall with a fifteen (15) foot wide planting strip that include five (5) large trees per one hundred (100) linear feet.
4. A landscape berm planted with thirty (30) shrubs per one hundred (100) linear feet may be provided in lieu of the fence upon approval of the Town Administrator or his / her designee. The berm must be a minimum of forty-eight (48) inches above the average grade of the adjacent lot with a slope not to exceed 3:1.

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 18-17

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH CONATSER
CONSTRUCTION TX, LP FOR ROAD IMPROVEMENTS TO CLEVELAND-GIBBS ROAD FROM
FM 407 TO FM 1171**

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

WHEREAS, Cleveland-Gibbs Road originally County Road No. 338 was a gravel road that connected State Highway 114 to FM 407 and provided access to the Cleveland and Gibbs families; and

WHEREAS, in the 1970s with the construction of Interstate Highway 35W, the Texas Department of Transportation constructed a bridge over the highway to maintain connectivity; and

WHEREAS, in the 1980s, the bridge over Denton Creek washed out and sections of Cleveland-Gibbs Road were abandoned; and

WHEREAS, as more recent development occurred in the area, the road was paved contiguous to Canyon Falls and extended from FM 407 to Old Justin Road with Harvest; and

WHEREAS, the project will pave two of the ultimate four lanes from FM 407 to FM 1171; and

WHEREAS, the section of roadway south of FM 407 will paved with concrete up to the point where the current alignment diverges from the Northlake Master Thoroughfare Plan and will continue as asphalt up to the TXDOT bridge; and

WHEREAS, the section of roadway north of FM 1171 will paved with concrete up to the point where the current alignment diverges from the Northlake Master Thoroughfare Plan and will continue as asphalt up to the TXDOT bridge; and

WHEREAS, north of FM 1171 the two paved lanes will be the future southbound lanes and will switch over to the future northbound lanes to connect to the lanes constructed by the Canyon Falls Water Control Improvement District; and

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

WHEREAS, of the \$6,990,000, \$4,000,000 was budgeted for this project; and

WHEREAS, the Town has issued a request for bid for the project, received ten bids and has qualified the lowest bidder, Conatser Construction TX, LP; and

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

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

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

SECTION 3. The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with Conatser Construction TX, LP whereby the Town will receive road and other improvements at a cost not to exceed \$2,897,324.30.

PASSED AND APPROVED THIS THE 14TH DAY OF JUNE 2018

TOWN OF NORTHLAKE, TEXAS

PETER DEWING, Mayor

ATTEST:

SHIRLEY ROGERS, Town Secretary



May 22, 2018
AVO 32075

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

Re: Cleveland-Gibbs Road Widening (FM 1171 to FM 407)

Dear Mr. Corn:

Bids were opened on the above-referenced project on Tuesday, May 8, 2018, at the Town of Northlake. Ten (10) bids were received, and Conatser Construction TX, L.P. was the low bidder with a total bid of \$2,897,324.30. Conatser Construction TX, L.P. has previously worked for the City of Fort Worth rehabilitating existing paving and utilities for the Butler & McClure project, and Timberland Blvd. We spoke with Robert Saucedo, a Project Manager for Fort Worth and did not receive any negative comments about the contractor. He stated that they finished ahead of schedule and were very good with concrete work and utilities. Any change orders were for utility conflicts, due to Encore not relocating utilities properly. Saucedo also said that on Timberbrook, with lots of school traffic, the contractor worked on Saturdays and the foremen were good with residents. We also contacted the City of Benbrook to verify Conatser Construction TX, L.P.'s qualifications.

In our conversation with Terry Scruggs, a Public Works Inspector for the City of Benbrook, he stated that Conatser Construction TX, L.P. worked on an extension to an industrial area abutting I-20, storm drains, sewers, and paving. He stated that Conatser Construction TX, L.P. were easy to work with, on time, had no outstanding issues, and saved the city about \$400,000 on this project.

In conclusion, the comments regarding the performance of Conatser Construction TX, L.P. were positive. We have not heard any negative comments regarding their work. It is the opinion of Halff Associates, Inc. that Conatser Construction TX, L.P. is qualified to perform the improvements associated with the Cleveland-Gibbs Road Widening project, and that Conatser Construction TX, L.P. **is awarded the contract in the amount of \$2,897,324.30.**



Mr. Drew Corn
May 22, 2018
Page 2

Please call me at (817) 764-7467 if you have any questions or comments.

Sincerely,

HALFF ASSOCIATES, INC.

Leigh A. Hollis, P.E.

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 18-18

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH CONTRACTOR OR
DEVELOPER FOR DRIVEWAY RELOCATION ON IH 35W NEAR SAM LEE LANE**

WHEREAS, the Town Council of the Town of Northlake, Texas, understands that public investment in infrastructure encourages private investment in development which in turn increases public amenities and tax base; and

WHEREAS, originally Sam Lee Lane, an east-west road, terminated into Interstate Highway 35W which has a southwest to northeast alignment creating an intersection not at a right angle; and

WHEREAS, with the development of Farmer Brothers, Sam Lee Lane no longer carries traffic to the east however the prescriptive easement still exists; and

WHEREAS, the developer of Rosa's Café was required to tie into the existing driveway at Sam Lee Lane and IH 35W; and

WHEREAS, the prescriptive easement and driveway location created a small remainder tract of undevelopable land; and

WHEREAS, the Town has an opportunity to relocate the driveway to a location that will generate two usable tracts of land and build a safer right-angle driveway onto IH 35W; and

WHEREAS, the Town Engineer has estimated the cost of the driveway relocation to be \$30,000; and

WHEREAS, on May 17, 2018, the boards of the Northlake Economic and Community Development Corporations voted unanimously to support this project; and

WHEREAS, this project is an allowed use of EDC sales tax funds and ample reserves exist for this project; and

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

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

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract or a developer agreement for the relocation of the Sam Lee Lane driveway with consultation from Town staff and other Town consultants.

SECTION 3. The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with a road construction contractor or a developer agreement for cost participation whereby the Town will receive road improvements at a cost not to exceed \$30,000.

PASSED AND APPROVED THIS THE 14TH DAY OF JUNE 2018.

TOWN OF NORTHLAKE, TEXAS

PETER DEWING, Mayor

ATTEST:

SHIRLEY ROGERS, Town Secretary



TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 18-19

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH CONTRACTOR OR DEVELOPER FOR CULVERT EXTENSION AS PART OF THE DALE EARNHARDT WAY ROAD CONSTRUCTION PROJECT

WHEREAS, the Town Council of the Town of Northlake, Texas, understands that strategic public investment and partnership in infrastructure construction in the near term can benefit the Town by reducing costs in the future; and

WHEREAS, construction of Dale Earnhardt Way from State Highway 114 to Interstate Highway 35W has been on the Town's thoroughfare plans as far back as 1997; and

WHEREAS, with the development of Northport 35 by Stream Realty, the southbound lanes from SH 114 to Sam Lee Lane have been constructed; and

WHEREAS, with the upcoming development of Alliance Northport by Hillwood Industrial, the southbound lanes from IH 35W to Sam Lee Lane will be constructed; and

WHEREAS, as part of the project development agreement and per the concept of rough proportionality, Hillwood will extend storm water culverts beyond the two lanes for which they are responsible or two-thirds the ultimate length; and

WHEREAS, the Town has an opportunity to extend the culverts the full-width of the ultimate four-lane, divided road section; and

WHEREAS, if the culverts are extended, the Town will recognize cost savings when the northbound lanes are built; and

WHEREAS, if the culverts are not extended now, the cost of extending the culverts in the future will be greater and much of the improvements will need to be removed in order to extend the culverts at a future date; and

WHEREAS, the Town Engineer has estimated the cost of the culvert extension to be \$300,000; and

WHEREAS, on May 17, 2018, the boards of the Northlake Economic and Community Development Corporations voted to support this project; and

WHEREAS, this project is an allowed use of EDC sales tax funds and ample reserves exist for this project; and

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

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

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract or a developer agreement for the extension of culverts as part of the Dale Earnhardt Way road construction project with consultation from Town staff and other Town consultants.

SECTION 3. The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with a road construction contractor or a developer agreement for cost participation whereby the Town will receive road improvements at a cost not to exceed \$300,000.

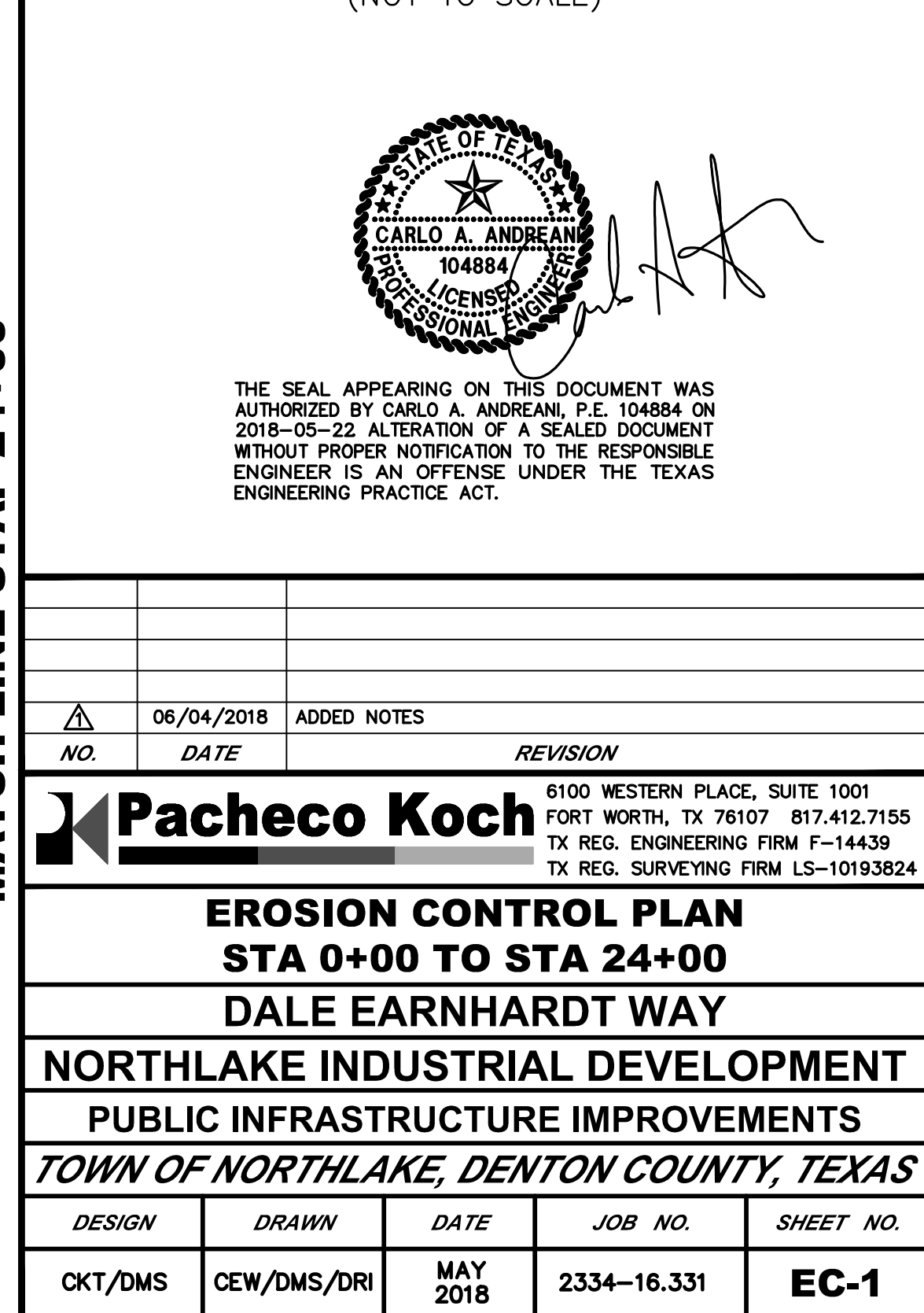
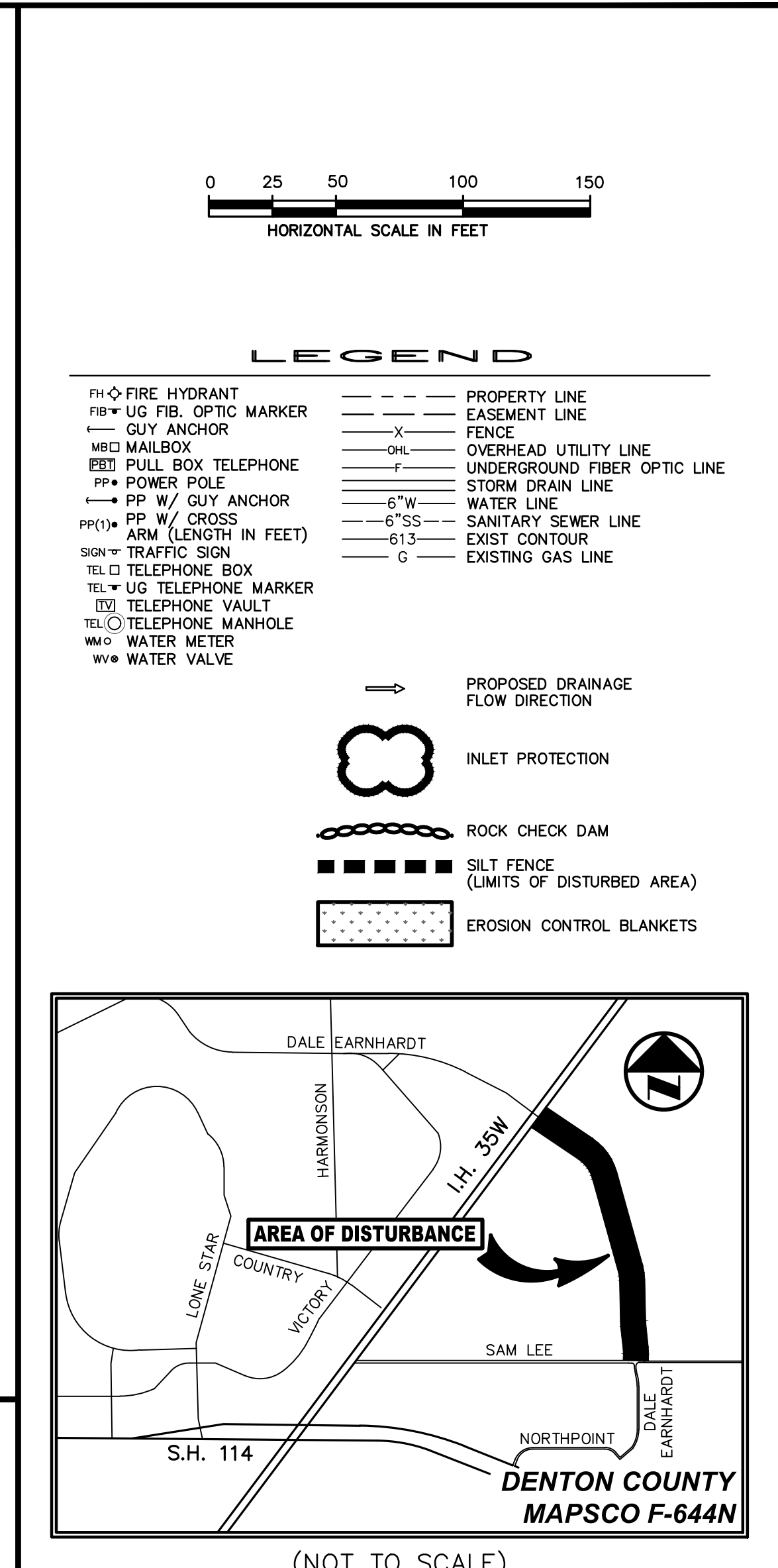
PASSED AND APPROVED THIS THE 14TH DAY OF JUNE 2018.

TOWN OF NORTHLAKE, TEXAS

PETER DEWING, Mayor

ATTEST:

SHIRLEY ROGERS, Town Secretary



Memo

To: Honorable Mayor and Members of Council

From: Drew Corn, Town Administrator

CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary

Date: June 14, 2018

Re: Appointments to the EDC and CDC Board of Directors

Multiple directors on the Northlake Economic and Community Development Corporations' Boards have terms expiring at the end of this month. EDC and CDC board members are appointed by the Town Council and may be removed by the Town Council with or without cause. A minimum of four members of each board must be a resident of Northlake, and members of the Town Council may serve on each board except that there is a limit of four Council members that may serve on the CDC board.

EDC Board of Directors (Term Expires)	CDC Board of Directors (Term Expires)
Laura Montini (May 2018) – President*	Jeff Mewhirter (May 2019) – President*
Marie Amarante (May 2019)*	Tammy Wright (May 2019) – Vice President*
Austin Jackson (May 2018)*	Dale Toon (May 2019) – Sec./Treasurer*
Linda King (May 2019)*	Vicki Parsons (May 2018)*
Bill Moore (May 2019)*	Andrea Richardson (May 2018)*
Victor Rivera (May 2018)	Bo Roberts (May 2018)*
Hillary Simpson (May 2018)*	Clifford Travis (May 2019)*

* denotes Northlake resident

All board members, whose terms are expiring, have expressed an interest in continuing to serve (see attached correspondence). There is no limitation on the number of terms that a board member can serve. We received two new applications recently from Andy Gibson, a Northlake resident of North Ridge Estates, and Ashley Dewbre, a resident of Harvest (applications attached).

Per the Town of Northlake Council's Rules of Order, any board member related to a Council member within the second degree of affinity or the third degree of consanguinity requires an affirmative vote of four of the five Council members. Laura Montini is the wife of Council Member Brian Montini. The consideration of her re-appointment will require a separate motion and vote.

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Monday, May 21, 2018 3:45 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Ashley Dewbre

Address: 700 Gannet Trail

City, State and Zip: Northlake, Tx 76226 **Home Phone:** [REDACTED]

Email Address: [REDACTED] **Occupation, Experience, Degrees Held?:** I graduated from Texas Woman's University with a Bachelor's in Family Studies. I obtained a 3.8 GPA. I then went on graduate from Texas Woman's University with a Master's of Arts in Teaching. I obtained a 4.0 GPA.

I am currently employed as a teacher in Lewisville ISD. I teach 1st grade. Next school year, I will be teaching in Denton ISD. I will be teaching Kindergarten. This experience in the Education field has allowed me to work closely with the different communities that I serve.

During my time in college, I also worked as an intern for Communities in Schools of North Texas. This allowed me many opportunities to view policy within Social Services and I also got to reach out to community members to help enhance student growth through providing resources to help ensure student success.

Explain why you would like to serve on this board, commission, or advisory group.: I would love the opportunity to serve on this board because I want to give back to the community that will be providing a happy place for my family to live. Working closely with the communities I have served in the past in the Education field, I feel that the community that surrounds a child is vital to the future success of a child and family. Offering opportunity for growth, economically and socially through properly executed and calculated development is important.

Northlake is a community of families. I feel that as a teacher, I have a strong foundation in understanding the needs of a community and how to go about ensuring that growth is intentional and successful with strong community values in place.

Do you have any potential conflicts of interest?: I do not have any conflicts of interest.

Explain any related experience you may have.: I have a lot of experience working with community members and excellent communication skills.

What do you feel you have to offer this group?: I feel that I am great at communicating with others and working to reach agreement and understanding.

I also feel that I have a strong understanding of community engagement and would hope that my time serving Northlake, would help bring successful growth and community support. I would love to help enhance the quality of life for all my fellow Northlake residents during my term serving this wonderful community!

This person selected the following option(s).

- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

RECEIVED
MAY 21 2018
BY: *A. Rogers*

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Monday, June 04, 2018 7:26 AM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Andy Gibson

Address: 7950 Stone Ridge Dr.

City, State and Zip: Northlake TX, 76247 Home Phone: [REDACTED]

[REDACTED] Occupation, Experience, Degrees Held?: Engineer, 17 years, BS Electrical Engineering Explain why you would like to serve on this board, commission, or advisory group.: I have lived in Northlake for 11 years. In this fast growing and developing environment I would like to volunteer in any capacity that will help shape Northlake into a city we can all be proud of now and in the future.

Do you have any potential conflicts of interest?: I have no conflict of interest.

Explain any related experience you may have.: I do not have any relative experience but I have an open mind and willingness to learn.

What do you feel you have to offer this group?: I can offer my life experiences, education, work experience and lessons learned to help with any decision making for the common good of the town of Northlake.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

RECEIVED
JUN 04 2018
BY: [Signature]

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: Thursday, May 24, 2018 1:41 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: AUSTIN JACKSON

Address: 1509 WESTVIEW LN

City, State and Zip: NORTHLAKE

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED] Occupation, Experience, Degrees Held?: Manager of HR Strategy & Analytics for Dr. Pepper Snapple Group. Formerly Senior Strategy & Operations Consultant for Deloitte Consulting LLP. Experience with strategic assessments, operations management, HR, analytics, supply chain and transportation. Masters of Business Administration (MBA) from The University of Texas McCombs School of Business (2018) and a Bachelor's Degree in Business Administration with a focus on Information & Operations Management from Texas A&M (2011). Explain why you would like to serve on this board, commission, or advisory group.: My Wife and I moved to Northlake 2.5 years ago after purchasing our first home together and are excited to continue to grow our roots and begin our family in Northlake. I would like to serve on the economic development corporation board to do my part to ensure Northlake remains a desirable, safe and family-oriented place to live and work.

Do you have any potential conflicts of interest?: None.

Explain any related experience you may have.: Northlake EDC Board Member from 2016 - 2018 as well as 6+ years of client service for internal and external teams in various industries.

What do you feel you have to offer this group?: For the past 2 years I have served on the EDC and have learned a great deal in that time. I'm looking forward to the opportunity to continuing to serve my community and offer perspectives on corporate strategy and incentives as well as industry trends. I have traveled extensively for my work and have experienced the benefits various towns/cities offer their citizens and corporations and hope to bring some of this knowledge to our discussions as we look to ensure Northlake remains the responsible, citizen-focused community I have come to know and love.

This person selected the following option(s).

-Northlake Economic Development Corporation (EDC)

Do Not Click Reply - This e-mail has been generated from an online form.

RECEIVED
MAY 24 2018
BY: *S. Rogers*



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☐ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Laura Montini

Address: 1605 Schober Rd.

City/State/ZIP: Northlake TX 76226

Home Phone: 678-231-0248

Work/Cell Phone: _____

Email: laura@skiggles.com

Fax: _____

How long have you lived at your current address? 5 years

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: 1200384217

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

Degrees: Bachelor of Science in Mechanical Engineering, Master of Business Administration.

Occupation: Mechanical Engineer at Lockheed Martin. Experience: 17 years as an Engineer/Team Lead, working with suppliers, business proposal development, and many high-performing diverse teams. Six Sigma/Green Belt certified, Control Account

Manager certified.

Why do you want to serve on this group?

I would like to continue serving on the EDC because I have made Northlake my forever home and I truly enjoy serving my community, volunteering, and working with others. I want to use my education and experience to help Northlake progress and grow responsibly.

Do you have any potential conflicts of interest?

None.

Do you have any related experience?

Elected/served in many volunteer positions, including VP of Communication for the Lockheed New Hires organization, Macland Station Subdivision HOA President, and HOA Secretary. I volunteer for many Science Technology Engineering & Math (STEM) activities, including 'Engineering In The Classroom' and Junior Achievement USA. I am also a volunteer 8U kids hockey Coach. I have served on the Northlake EDC for 2 years and would be honored to continue serving.

What do you feel you have to offer this group?

I can offer a unique perspective from having lived in a highly populated and developed area that was poorly planned - I would like to help prevent that from happening to Northlake. My MBA, coupled with my experience and my love for volunteering/working with others, can help the EDC and CDC look at new ways to attract meaningful businesses, bring citizens together, and improve the community of Northlake for all.

Please complete Texas Open Record Act information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

TEXAS OPEN RECORDS ACT INFORMATION

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made.

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Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☒ Yes	☐ No
Home Phone Number	☒ Yes	☐ No
Email Address	☒ Yes	☐ No

Official Name (print): Laura Montini

Official Signature: Laura Montini

Date: 4/27/2018

RECEIVED
APR 27 2018
BY: J. Rogers

Shirley Rogers

From: Nathan Reddin
Sent: Tuesday, June 05, 2018 6:14 AM
To: Shirley Rogers
Subject: FW: CDC

From: Andrea Richardson [REDACTED]
Sent: Monday, June 4, 2018 11:30 PM
To: Nathan Reddin <nreddin@town.northlake.tx.us>
Subject: CDC

Dear Mayor Dewing and Council Members,

As you know, I was appointed to an open seat just last month for the CDC. This seat is up for reappointment this next meeting. I would like to remain on the CDC, as I have not had a chance to really participate and contribute to our community of Northlake. I ask for your vote to keep me on the CDC so that I may continue to grow, learn and contribute. Thank you for your time and consideration in this matter.

Kind regards,
Andrea Richardson

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: [REDACTED]

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)

Do Not Click Reply - This e-mail has been generated from an online form.



DODSON LEGAL GROUP

14850 Montfort Dr. Ste. 165, Dallas, TX 75254 | 109 S. Woodrow Ln. Ste. 300, Denton TX 76205
Phone: (469) 400-0000 | Fax: (469) 317-3331 | Email: Victor@DodsonLegal.com

May 30, 2018

Via E-Mail at nreddin@town.northlake.tx.us

Nathan Reddin
Development Director
The Town of Northlake
1400 FM 407
Northlake, Texas 76247

Re: Reappointment on EDC Board of Directors

To the Honorable Peter Dewing, Town Council, and Mr. Reddin:

It has been my honor and privilege to serve the Town of Northlake on the EDC Board of Directors. With my appointment coming to an end, I would kindly request consideration for reappointment to the EDC Board. I would love to continue to be a part of Northlake's economic growth.

Since my initial appointment, four (4) changes have occurred. The first change is that I have moved from one house in Northlake to another in Northlake, within the same Harvest community. My new address is 1208 8th Street, Northlake, Texas 76226.

The next change is that my law partner and I have purchased seven (7) acres of land in Denton, Texas, and we are building a development. See attachment. This venture allows me to deal with multiple government agencies within a neighboring municipality which is great experience in my current appointment. The third change is that I am pursuing a fourth graduate/professional degree. I am currently pursuing a master's degree in Human Resources Management at Tarleton State University to go along with my JD and MBA degrees. My father always told me that when you stop learning, you start dying. Finally, the last change is that I have received Certificates of Completion from the Texas Economic Development Corporation for the Open Meetings Act, Public Information Act, and Economic Sales Tax.

Once again, I would be honored to continue to serve you and the residents of Northlake and would love to be reappointed to my current position.

Sincerely,

Victor Rivera

Victor Rivera, JD, MBA – COO / Managing Attorney (Board Certified Family Law Specialist)
Nathaniel Dodson, JD – CEO
Jasmin Dodson, JD
Clair Rivera, JD
Kellie Ball, JD

Amy Benoit, JD
Kelsey Thomas, JD
Richard Robinette, JD
Cameron Frysjinger, JD
Gil Manzano, Jr., JD (Of Counsel)



APPROX. 20,000 SQ. FT. OF
COMMERCIAL SPACE

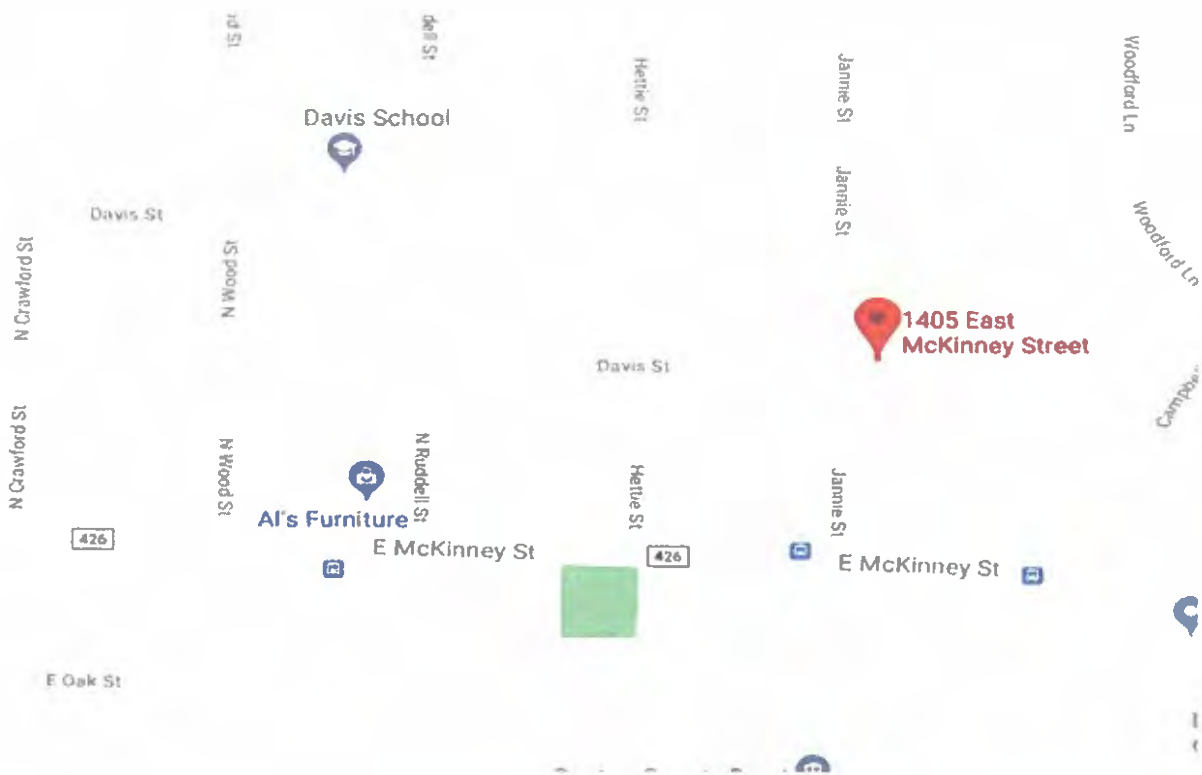
AVAILABLE FOR LEASE

1405 E. McKinney Street
Denton, TX 76209

Type:	Restaurant, Retail, Office
Construction Completion:	4th Quarter 2018
Lease Rate:	\$18.00 to \$25.00 per sq. ft.
Lease Type:	NNN
Lease Term:	3 to 5 Years

Greener Realty Development, LLC
14850 Montfort Dr., Ste. 165
Dallas, Texas 75254

Phone: (469) 317-3332
Fax: (469) 317-3331



~20,000 sq. ft. Available // Directly across street from Denton County Courts Building

FEATURES:

- Located directly across the street from the Denton County Courthouse
- Located approximately 1 mile east of the Downtown Square in Denton
- Daily traffic volume of 20,000+ vehicles per day
- New construction with move in anticipated 4th Quarter 2018
- Walking distance from residential neighborhood and local government/ businesses



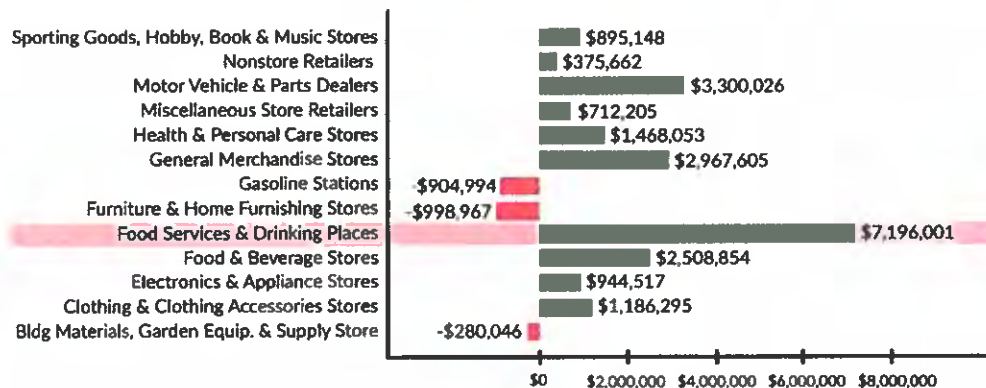
RESTAURANT DEMAND

The property and the surrounding have an unmet need for restaurant space.

The area surrounding the property lacks the existence of national food brands as depicted on the map below.



The difference between the amount of spending on food and drinking places by residents in the ½ mile area surrounding the property and the amount of spending on food and drinking places within the ½ mile area surrounding the property is equal to over \$7 million.¹ This difference is higher than any other category of retail spending in the area as depicted in the graph below.



¹ Meyers Research, Market Analysis and Product Recommendations, page 31 (September 2017). eysers Research, Market Analysis and Product Recommendations, page 5 (September 2017).

Retail Categories	DEMAND Retail Expenditures by Area Residents	SUPPLY Retail Spending Within the Area	LEAKAGE Difference \$	LEAKAGE Difference %
Bldg Materials, Garden Equip. & Supply Stores	\$ 1,513,291	\$1,793,337	-\$ 280,046	-18.5%
Clothing & Clothing Accessories Stores	\$ 1,186,295	\$0	\$ 1,186,295	100.0%
Electronics & Appliance Stores	\$ 944,517	\$0	\$ 944,517	100.0%
Food & Beverage Stores	\$ 4,883,362	\$ 2,374,508	\$ 2,508,854	51.4%
Food Services & Drinking Places	\$ 7,870,025	\$ 674,024	\$ 7,196,001	91.4%
Furniture & Home Furnishing Stores	\$ 892,927	\$ 1,891,894	-\$ 998,967	-111.9%
Gasoline Stations	\$ 2,756,724	\$ 3,891,894	-\$ 904,994	-32.8%
General Merchandise Stores	\$ 4,632,655	\$ 1,665,050	\$ 2,967,605	100.0%
Health & Personal Care Stores	\$ 1,468,053	\$ 0	\$ 1,468,053	64.1%
Miscellaneous Store Retailers	\$ 1,010,492	\$ 298,287	\$ 712,205	70.5%
Motor Vehicle & Parts Dealers	\$ 5,709,187	\$ 2,409,161	\$ 3,300,026	57.8%
Nonstore Retailers	\$ 375,662	\$ 0	\$ 375,662	100.0%
Sporting Goods, Hobby, Book & Music Stores	\$ 895,148	\$ 0	\$ 895,148	100.0%
Total	\$ 34,138,338	\$ 14,757,979	\$ 19,370,359	56.7%

PRELEASING



- Building 1: 12,080 sq. ft. available
- Building 2: 8,165 sq. ft. available | 5,000 sq. ft. to be occupied by professional law office tenant
- Building 3: 0 sq. ft. available | 13,859 sq. ft. to be occupied by CoWorking executive suite tenant

End caps and restaurant lease space available.



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☒ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: BO ROBERTI
Address: [REDACTED] City/State/ZIP: NORTH LAKE, TX 76226
Home Phone: _____ Work/Cell Phone: _____
Email: _____ Fax: _____

How long have you lived at your current address? 22 YRS

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: _____

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

10 YEARS CITY COUNCIL 10 YEARS CDC AND EDC

Why do you want to serve on this group?

LOVE THE TOWN CAN BE ASSET TO CDC

Do you have any potential conflicts of interest?

NO

Do you have any related experience?

What do you feel you have to offer this group?

EXPERIENCE

RECEIVED
MAY 30 2018

BY: [Signature]

Please complete Texas Open Record Act Information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

TEXAS OPEN RECORDS ACT INFORMATION

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Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☐ Yes	☐ No
Home Phone Number	☐ Yes	☐ No
Email Address	☐ Yes	☐ No

Official Name (print): _____

Official Signature: _____ Date: _____



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☐ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Hillary Simpson

Address: 8427 Holder Rd.

City/State/ZIP: Northlake TX 76247

Home Phone: _____

Work/Cell Phone: (214) 415-3564

Email: hshivers@texop.com

Fax: (888) 901-2010

How long have you lived at your current address? 4.5 years

Are you a registered voter?

☒ Yes

☐ No

Certificate No.: 1144306765

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

* Real Estate Broker / Owner - Hill Properties, LLC

* Previous terms on EDC / CDC boards, 50th Town Anniversary Committee, UDC Advisory Committee

* Bachelor of Business Administration

Why do you want to serve on this group?

We have built our home in Northlake to raise our girls and live close to family. I am very passionate and mindful of how our area is growing. I want to participate as a director making responsible decisions while still maintaining our best interests for rural integrity.

Do you have any potential conflicts of interest?

Do you have any related experience?

With a background in real estate, as well as running our own businesses, I bring a responsible approach to planning and budgets.

What do you feel you have to offer this group?

A strong background in real estate and general business practices. A heartfelt desire to keep our town's growth in balance with our rural integrity — the MAIN reason for living in Northlake and one for which I am proud to brag on.

****Please complete Texas Open Record Act Information on next page****

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Form revised 9/14/2011

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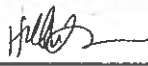
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Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☒ Yes	☐ No
Home Phone Number	☒ Yes	☐ No
Email Address	☒ Yes	☐ No

Official Name (print): Hillary Simpson

Official Signature: 

Date: 21. May.2018

Shirley Rogers

From: Nathan Reddin
Sent: Thursday, June 07, 2018 11:26 AM
To: Shirley Rogers
Cc: Drew Corn
Subject: FW: CDC board

From: Vicki Parson [REDACTED]
Sent: Thursday, June 7, 2018 11:12 AM
To: Nathan Reddin <nreddin@town.northlake.tx.us>
Subject: CDC board

Hello, Nathan,

After thought and consideration I would like to continue my position on the Community Development Corporation for our town.

If you need anything further from me regarding this, please call me at 940-391-3057.

Thank you,

Vicki Parsons



Tax Increment Reinvestment Zone No. 1

Agenda Item 8

NOTICE OF MEETING
BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
TOWN OF NORTHLAKE, TEXAS

NOTICE IS HEREBY GIVEN that the Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), will hold a public meeting to commence at 5:30 pm on June 14, 2018 at Northlake Town Hall, 1400 FM 407, Northlake Texas 76247

The matters to be considered and acted upon at the meeting will include the following:

1. Call meeting to order
2. Election of Officers
3. Approval of FY 2018-19 proposed budget
4. Adjourn the meeting

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true, full and correct copy of a notice that was posted on a bulletin board located at a place at Northlake Town Hall, 1400 FM 407, Northlake Texas 76247, convenient to the public at all times at 4:00 pm on June 7, 2018

Shirley Rogers
Town Secretary



Town of Northlake
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	0
REVENUES:						
Ad Valorem Taxes	-	36,896	73,451	73,451	73,451	113,036
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	36,896	73,451	73,451	73,451	113,036
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	43,451	-	43,451	83,036
Utilities	-	-	-	-	-	-
Services	1,385	30,314	30,000	4,165	30,000	30,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,385	30,314	73,451	4,165	73,451	113,036
REV OVER/(UNDER) EXP	(1,385)	6,582	0	69,286	0	-
ENDING FUND BALANCE	(1,385)	6,582	0	69,286	0	-



Executive Session

Agenda Item 9