

1. Agenda

Documents:

[08-09-2018 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[08-09-2018 COUNCIL PACKET.PDF](#)



Peter Dewing, Mayor
Brian Montini, Mayor Pro Tem, Council Place 3
Rena Hardeman, Council Place 1

Jimmy Lambert, Council Place 2
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Northlake Town Council Agenda
Thursday, August 9, 2018 at 7:00 pm
1400 FM 407 – Chamber Room - Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, August 9, 2018 at 7:00 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action

1. Call Regular Work Session to Order
2. Special Recognition
 - Nathan Reddin, 10 Years of Service
 - Officer Recognition (Cody Long)
3. Briefing Items
 - A. Creation of an Agricultural zoning district
4. Regular Meeting to Order
 - Pledge of Allegiance-Moment of Silence
5. Public Input
 - This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda
6. Consent Items
 - All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - A. Consider for approval the Town Council Meeting Minutes of 7-26-18
 - B. Consider for approval the Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System between Denton County, Texas and Town of Northlake, Texas
 - C. Consider for approval an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County Texas and Town of Northlake, Texas
 - D. Consider for approval the Agreement for Animal Control Services between Brian The Animal Guy and the Town of Northlake. Texas



7. Board of Adjustment Meeting

8. Tax Increment Reinvestment Zone No. 1 Meeting

9. Regular Items

- E. Consider for approval a Resolution consenting to the creation of the Northlake Municipal Management District No. 2 (The Ridge at Northlake)
 - i. Resolution No. 18-23
- F. Consider for approval a Development Agreement between D-F Pacific No. 2, LTD and Silverstone-Northlake, LTD and the Town of Northlake for The Ridge at Northlake
- G. Consider for approval a Preliminary Plat of The Ridge at Northlake, a proposed master planned development consisting of 1,038 single-family residential lots, 66 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). DF Pacific No. 2 Ltd. is the owner/applicant. JBI Partners Inc. is the engineer/surveyor. Case # PP-18-002
- H. Notice of 2018 Tax Year Proposed Property Tax Rate for Town of Northlake
- I. Public Hearing on the Proposed Budget for Fiscal year 2018-19 beginning on October 1, 2018 and ending on September 30, 2019 for the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands)
- J. Consider for approval a resolution authorizing the Town Administrator to approve on behalf of the Town of Northlake change orders to Town contracts that decrease the contract price or increase the contract price by \$50,000.00 or less provided that such approval shall not authorize the Town Administrator to increase the contract price by more than 25% of the original contract price
 - i. Resolution No. 18-24
- K. Consider for approval an amendment to Contractor's Contract for Cleveland Gibbs Road Widening in the amount of \$15,770.70

10. 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 maintenance of roadway and utility improvements and other public purposes permitted by law

Open Session

- L. 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
 - i. Resolution No. 18-

11. 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, August 2, 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)



Peter Dewing, Mayor
Brian Montini, Mayor Pro Tem, Council Place 3
Rena Hardeman, Council Place 1

Jimmy Lambert, Council Place 2
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Northlake Town Council Agenda
Thursday, August 9, 2018 at 7:00 pm
1400 FM 407 – Chamber Room - Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, August 9, 2018 at 7:00 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action

1. Call Regular Work Session to Order
2. Special Recognition
 - Nathan Reddin, 10 Years of Service
 - Officer Recognition (Cody Long)
3. Briefing Items
 - A. Creation of an Agricultural zoning district
4. Regular Meeting to Order
 - Pledge of Allegiance-Moment of Silence
5. Public Input
 - This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda
6. Consent Items
 - All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - A. Consider for approval the Town Council Meeting Minutes of 7-26-18
 - B. Consider for approval the Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System between Denton County, Texas and Town of Northlake, Texas
 - C. Consider for approval an Interlocal Cooperation Agreement for Public Safety Application Support and Maintenance with Denton County Texas and Town of Northlake, Texas
 - D. Consider for approval the Agreement for Animal Control Services between Brian The Animal Guy and the Town of Northlake. Texas



7. Board of Adjustment Meeting

8. Tax Increment Reinvestment Zone No. 1 Meeting

9. Regular Items

- E. Consider for approval a Resolution consenting to the creation of the Northlake Municipal Management District No. 2 (The Ridge at Northlake)
 - i. Resolution No. 18-23
- F. Consider for approval a Development Agreement between D-F Pacific No. 2, LTD and Silverstone-Northlake, LTD and the Town of Northlake for The Ridge at Northlake
- G. Consider for approval a Preliminary Plat of The Ridge at Northlake, a proposed master planned development consisting of 1,038 single-family residential lots, 66 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). DF Pacific No. 2 Ltd. is the owner/applicant. JBI Partners Inc. is the engineer/surveyor. Case # PP-18-002
- H. Notice of 2018 Tax Year Proposed Property Tax Rate for Town of Northlake
- I. Public Hearing on the Proposed Budget for Fiscal year 2018-19 beginning on October 1, 2018 and ending on September 30, 2019 for the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands)
- J. Consider for approval a resolution authorizing the Town Administrator to approve on behalf of the Town of Northlake change orders to Town contracts that decrease the contract price or increase the contract price by \$50,000.00 or less provided that such approval shall not authorize the Town Administrator to increase the contract price by more than 25% of the original contract price
 - i. Resolution No. 18-24
- K. Consider for approval an amendment to Contractor's Contract for Cleveland Gibbs Road Widening in the amount of \$15,770.70

10. 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 maintenance of roadway and utility improvements and other public purposes permitted by law

Open Session

- L. 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
 - i. Resolution No. 18-

11. 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, August 2, 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)



Regular Work Session

Agenda Item 1



Special Recognition

Agenda Item 2



IN RECOGNITION AND APPRECIATION COMMEMORATING

TEN YEARS OF EXEMPLARY SERVICE

TO THE

TOWN OF NORTHLAKE

THIS PLAQUE IS PRESENTED TO

NATHAN REDDIN

DEVELOPMENT DIRECTOR

2008 - 2018

BY

PETER DEWING - MAYOR

BRIAN MONTINI – MAYOR PRO TEM

RENA HARDEMAN – COUNCIL MEMBER

JIMMY LAMBERT – COUNCIL MEMBER

ROGER SESSIONS – COUNCIL MEMBER

DANNY SIMPSON – COUNCIL MEMBER



Briefing Items

Agenda Item 3

AGRICULTURAL (AG) ZONING DISTRICT

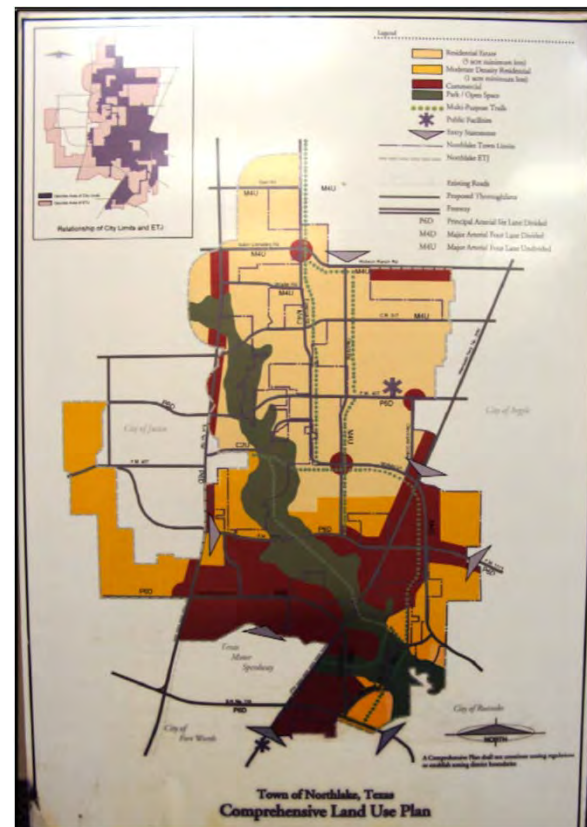
August 9, 2018 Town Council Briefing

Introduction

- Background on Town plans
 - Emphasis on protecting ranches and agricultural uses
 - Priority on preserving open spaces
- Current zoning implementation
 - Rural Residential (RR) zoning district
 - Conservation Residential Overlay (CRO) zoning district
- Issues with current implementation
- Proposal for new Agricultural (AG) zoning district
- Purpose and additional considerations

1997 Comprehensive Land Use Plan

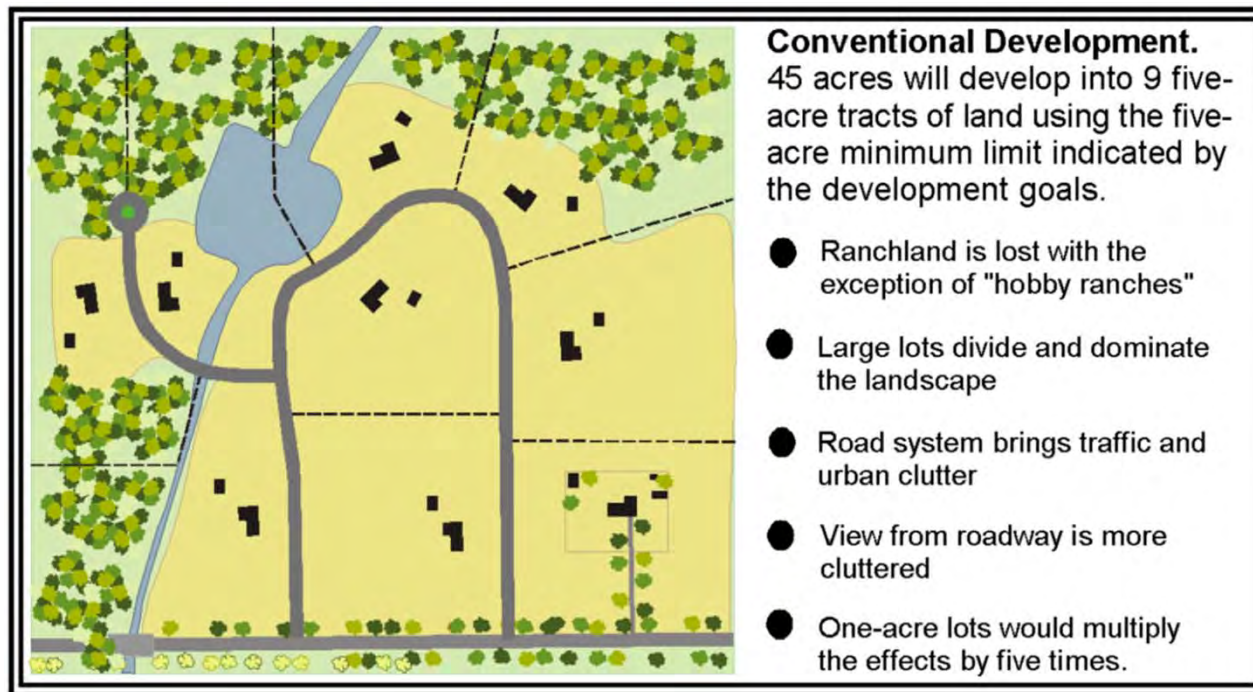
- Primarily undeveloped
- Very little infrastructure to support development
- Ranches & open spaces abundant
- Only two residential densities
 - 1 acre minimum lot sizes
 - 5 acre minimum lot sizes



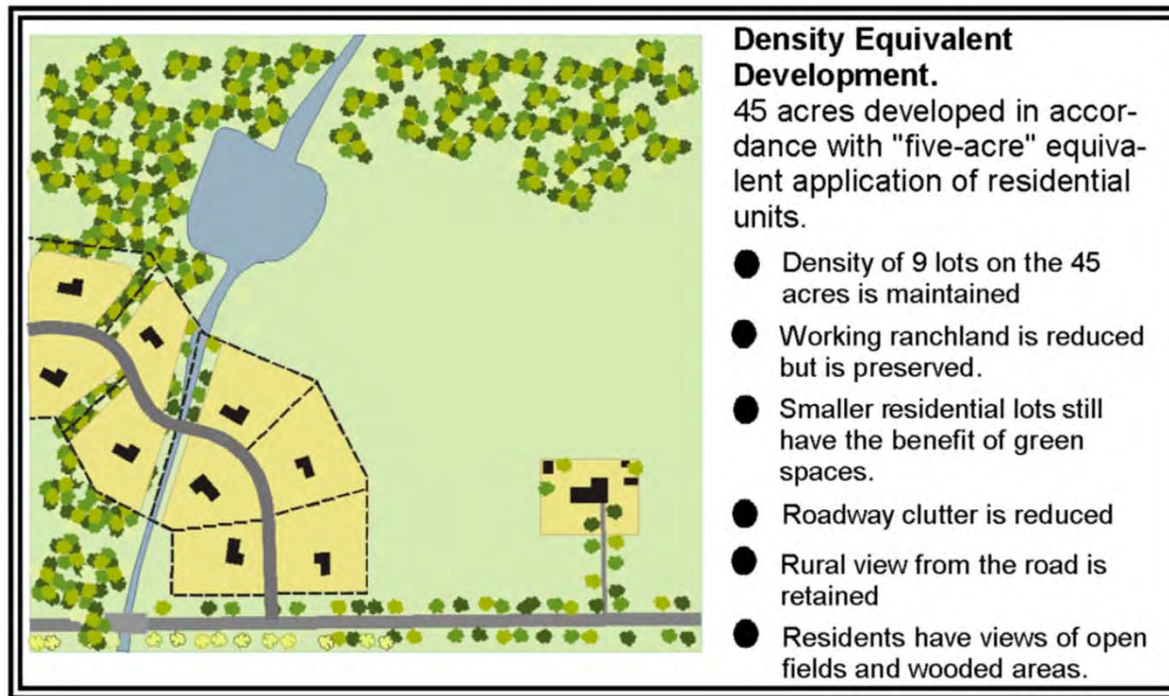
2002 Strategic Master Plan

- Preservation of open spaces and ranches a priority
 - “Lot sizes of five acres or larger will help to protect the open spaces that are experienced with the current ranches.”
 - Even with 5-acre & 1-acre lots, “the integrity of the open spaces of the ranches is lost just the same” as with higher density development.
 - “Five-acre tracts still have significant opens space: however residences, outbuildings, and fences are much more numerous, creating a visual clutter of its own.”
- Implementation strategy
 - Base residential densities of 1 acre per unit & 5 acres per unit
 - Allowed for higher density “Urban Neighborhood Concept and New Urbanism...under closely supervised and controlled conditions.”
 - Introduced “Density Equivalent Development” clustering concept

2002 Strategic Master Plan

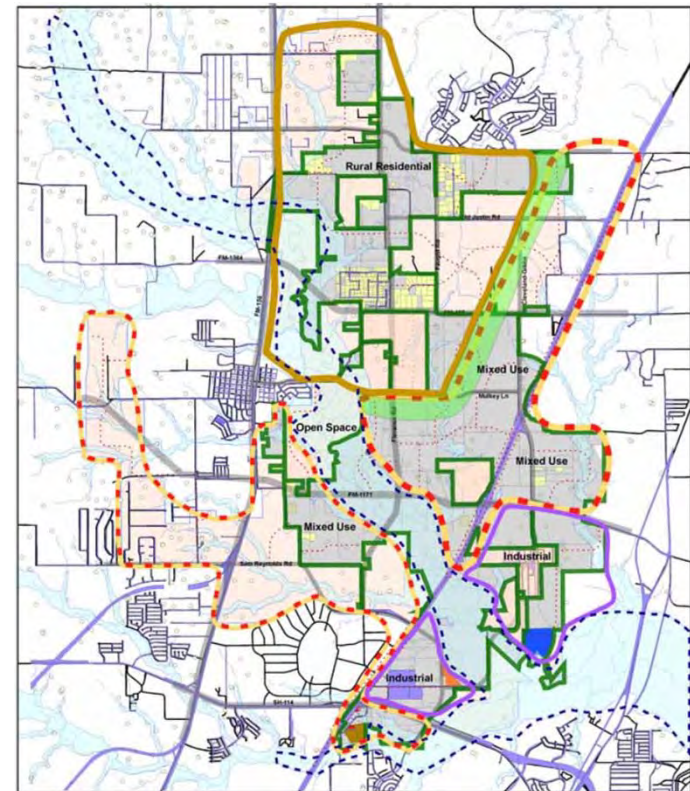


2002 Strategic Master Plan



2009 Comprehensive Plan Update

- Preservation of “rural character” and open spaces remains a priority
 - Strategic Issue 1: Maintaining rural character
 - Strategic Issue 2: Parks, open space & trails
- Defined specific areas appropriate for higher density and mix of uses while preserving a “Rural Residential” core
- Rural Residential and Open Space approximately 50% of land area



2009 Comprehensive Plan Update

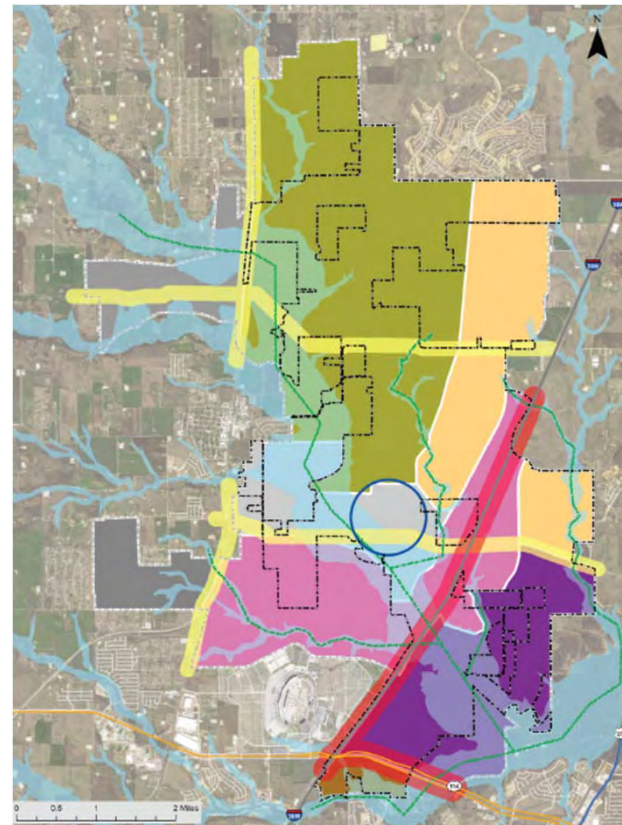
- Rural Residential land use area
 - “Characterized by large lot, single-family residential, ranch and farm development.”
 - Minimum lot sizes “generally five acres”
 - Action leading to creation of CRO:
 - “Promote cluster and conservation developments that permit higher densities with compensating open space dedication in the rural residential zones.”



Figure 13: Example of Clustering

Pathway to 2040 Comprehensive Plan

- Ranch Preservation character area
 - “Preserve ranches, farms, and large estates, typically greater than twenty acres.”
 - “Agricultural activity may be present.”
 - “Preserve and enhance rural character”
 - Density: “Areas to preserve ranches and large estates should have an average density of 10 to 20 acres per unit”
 - Uses: “Single Family 40-45%; **Residential Estates/Ranches 50-55%**; and 0-5% Non-residential”



Current Zoning Implementation

Rural Residential (RR)

- Lowest density zoning district
- 5 acre minimum lot size
- Allows agricultural and single-family residential uses
- Used as “holding” district prior to an area being developed according to Future Land Use Map (FLUM) of Comp Plan

Conservation Residential Overlay (CRO)

- Developed to implement clustering concept of 2002 Strategic Master Plan & 2009 Comp Plan Update
- Provides clustering development options by right in Rural Residential area
- Allows 1 or 2-acre lot sizes in combination with open space for a total density of 1 home per 5 acres

Issues with Zoning Implementation

Rural Residential (RR)

- Very limited RR development recently (part of Stardust)
- Does not protect or preserve large open spaces and ranches
- Developed areas (5-acre lot subdivisions) residential focused
- Undeveloped areas primarily ag use
- Same standards not always appropriate

Conservation Residential Overlay (CRO)

- No CRO development since implemented with adoption of UDC
- Either unknown or misunderstood by development community
- Strict lot size requirements and open space percentages

Agricultural (AG) Zoning District Proposal

- Create new Agricultural (AG) zoning district in the UDC
- Permitted uses: Primarily agricultural uses with residential as subordinate use
- Minimum lot size: 20 acres
- Development standards: Could be less restrictive than in other districts due to very low density and nature of agricultural uses
- Rezoning process:
 - Initially at the request of individual property owners
 - Over time proactively rezone areas currently zoned RR but not subdivided to less than 20-acre tracts

Purpose & Additional Considerations

- Better implement the Comp Plan by preserving larger tracts
- Become base zoning in Ranch Preservation (RP) character area
 - Opportunity to rezone to RR (5-acre lot minimum); or
 - PD (clustering) with 1 home per acre 5 acres
- Serve as holding zone for areas outside of the RP character area
 - “Temporary” zoning until owner/developer is ready to develop in accordance with Comp Plan
 - Ag zoning more traditionally used as a holding zone
 - May not cause as much confusion or give false impression that 5-acre residential lots are planned for the long term in areas zoned RR outside the RP character area
- Update development standards (fences, exterior building materials, min. home size, accessory buildings, etc.) to distinguish between AG and other zoning districts
- Remove CRO and accomplish clustering through planned development zoning process



Regular Session

Agenda Item 4



Public Input

Agenda Item 5



Consent Items

Agenda Item 6



Peter Dewing, Mayor
Brian Montini, Mayor Pro Tem, Council Place 3
Rena Hardeman, Council Place 1

Jimmy Lambert, Council Place 2
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

Town Council Meeting Minutes
Thursday, July 26, 2018
Chamber Room - 1400 FM - Northlake, Texas

1. Mayor Peter Dewing called the regular work session to order at 7:00 pm, quorum present

Council present: Peter Dewing, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Karen Bolyard, Finance Director; Eric Tamayo, Public Works Director and Shirley Rogers, Town Secretary

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

2. Briefing Items

- A. FY 2018 Quarterly Investment Report given by Mayor Dewing
- B. FY 2018 Quarterly Budget Report combine with Proposed Budget
- C. FY 2019 Proposed Budget briefed by Drew Corn

3. Mayor Dewing called the regular meeting to order at 8:06 pm, quorum present

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

4. Public Input

- Clifford Travis, resident of Northlake, expressed his concerns on the removal of members of the Northlake CDC board whose term had not yet expired

5. Consent Items

Mayor Pro Tem Montini moved to approve the consent items. 2nd by Councilmember Sessions

Vote: motion passed unanimous

For: Montini, Sessions, Simpson, Lambert, Hardeman

Against: None

- D. Town Council meeting minutes of 6-28-18

- E. Trinity River Authority of Texas Contract for Services FY 2019 - Revised Technical Services Fee Schedule, Central Regional Wastewater System



Mayor Dewing convene into the Board of Adjustment at 8:10 pm

6. Board of Adjustment (separate agenda/minutes)

Mayor Dewing reconvene into regular session at 8:15 pm

7. Regular Items

F. Zoning change request to amend the Mixed-Use Planned Development (MPD) zoning district for The Ridge at Northlake (formerly known as Heritage Fields), a proposed mixed-use planned development to include commercial uses, open spaces, and up to 1,115 single-family residential lots ranging in size from 6,000 square feet to one (1) acre, located on approximately 370 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, and generally located on the south side of Robson Ranch Road approximately 3,200 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-18-002

i. Mayor Dewing opened the public hearing at 8:17 pm to hear comments for or against the proposed zoning request

- Jerry Sylo, representing JBI Partners spoke on behalf of the development, in favor

Mayor Dewing closed the public hearing at 8:18 pm

ii. Councilmember Simpson moved to approve Ordinance 18-0726. 2nd by Councilmember Lambert
Vote: motion passed unanimous
For: Simpson, Lambert, Hardeman, Montini, Sessions
Against: None

G. Mayor Pro Tem Montini moved to approve a Preliminary Plat of AMI Addition, a proposed development consisting of 7 lots on a 59.682-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 at Thompson Road in the extraterritorial jurisdiction of the Town of Northlake. AMI Development Group, LLC and IMA Development Group, LLC are the owners/applicants. MAS Consulting Engineers is the engineer. Eagle Surveying is the surveyor. Case # PP-18-001. 2nd by Councilmember Lambert

Vote: motion passed unanimous
For: Montini, Lambert, Hardeman, Sessions, Simpson
Against: None

AMI Development Group, LLC representative present-Trace Arnold, Owner



- H. Councilmember Simpson moved to approve the Final Plat of Lot 3, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 32.177-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, generally located on the east side of IH 35W approximately 800 feet south of Dale Earnhardt Way and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-014. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Simpson, Montini, Sessions, Lambert, Hardeman
Against: None

Hillwood Properties Representatives present-Tony Crème, Sr. Vice President and Joe Schneider, Vice President

- I. Councilmember Simpson moved to approve the Site Plan for Alliance Northport Building 1, a proposed 500,076 square-foot industrial building on 32.07 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, to be platted as Lot 3, Block A, Alliance Northport Addition, generally located on the east side of IH 35W approximately 800 feet south of Dale Earnhardt Way and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-003. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Simpson, Montini, Sessions, Lambert, Hardeman
Against: none

- J. Councilmember Hardeman made a motion to approve a proposed tax rate of \$0.29500 per \$100 dollars of valuation and schedule public hearings for August 9, 2018 and August 30, 2018 only if the proposed tax rate of \$0.29500 exceeds the effective tax rate and rollback tax rate as calculated by Denton County, Texas and schedule the adoption of the proposed tax rate for consideration on September 13, 2018. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Hardeman, Montini, Lambert, Sessions, Simpson
Against: none

- K. Councilmember Sessions moved to set public hearing date for the Proposed 2018-2019 Town Budget, Northlake Economic Development Corporation and Community Development Corporation budgets, Northlake Public Improvement District No. 1 (Harvest) and Northlake Public Improvement District No. 2 (The Highlands, Tax Increment Financing Zone No. 1 (Canyon Falls). 2nd by Councilmember Simpson

Vote: motion passed unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman
Against: none



- L. Councilmember Sessions moved to adopt Resolution 18-22 directing the publication of notice of intention to issue certificates of obligation. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Sessions, Montini, Simpson, Lambert, Hardeman
Against: none

Hilltop Securities representative present-Boyd London

- M. Councilmember Simpson moved to approve the Pioneer Grant Program incentive and performance agreement for the development of Burgerim, a limited-service restaurant to be located in the Northlake Plaza retail center at 5000 State Highway 114. 2nd by Councilmember Hardeman

Vote: motion passed unanimous
For: Simpson, Hardeman, Lambert, Montini, Sessions
Against: none

Chared International LLC representative present-Shashi Thota

- N. Councilmember Hardeman moved to approve the Pioneer Grant Program incentive and performance agreement for the development of Amano Bistro, a full-service restaurant to be located in the Northlake Plaza retail center at 5000 State Highway 114. 2nd by Councilmember Simpson

Vote: motion passed unanimous
For: Hardeman, Simpson, Lambert, Montini, Sessions
Against: none

- O. Councilmember Hardeman made a motion to remove Jeff Mewhirter, Tammy Wright, Dale Toon, Clifford Travis from the Northlake Community Board of Directors and appoint Tom Dudark, Laura McGregor, Michelle Newby, Todd DiPieto to the Northlake Community Development Board of Directors. 2nd by Mayor Pro Tem Montini

Vote: motion passed
For: Hardeman, Montini, Lambert
Against: Simpson, Sessions

- P. Councilmember Simpson moved to approve Resolution No. 18-20 for the appointment of Jim Carter to the Board of Managers of the Denco Area 9-1-1 District. 2nd by Councilmember Hardeman

Vote: motion passed unanimous
For: Simpson, Hardeman, Lambert, Montini, Sessions
Against: none

Denco Area 9-1-1 Representative Jim Carter present



- Q. Mayor Pro Tem Montini moved to approve Resolution No. 18-21 approving the 'Draft' Denco Area 9-1-1 District FY 2019 Financial Plan. 2nd by Councilmember Simpson

Vote: motion passed unanimous
For: Montini, Simpson, Sessions, Lambert, Hardeman
Against: none

- R. Councilmember Simpson moved to appoint Lyle Drescher to the Upper Trinity Regional Water District Board of Directors as Northlake's representative. 2nd by Councilmember Sessions

Vote: motion passed unanimous
For: Simpson, Sessions, Montini, Lambert, Hardeman
Against: none

At 9: 31 pm, Mayor Dewing called for a motion to extend the meeting time past 9: 30 pm
Mayor Pro Tem Montini made a motion to extend the meeting time past 9:30 pm. 2nd by Councilmember Hardeman

Vote: Motion passed unanimous
For: Montini, Hardeman, Lambert, Sessions, Simpson
Against: none

8. Mayor Dewing convened the council into Executive Session at 9:31 pm to discuss the topics 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) 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



Mayor Dewing reconvene into Open Session at 9:47 pm, stated no action taken as a result of the closed session

9. No action taken - 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
10. Mayor Dewing adjourned the meeting at 9:47 pm

Passed and approved on this the 9th day of August, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Name of Agency: Northlake Police Department
--

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2018** and ending on **September 30, 2019**.

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

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

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

Agency workload percentages are calculated by:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Name of Agency:	Northlake Police Department
Contact Person	Robert Crawford, Chief of Police
Address	1400 FM 407
City, State, Zip	Northlake, TX 76247
Telephone	940-648-4804 x 231

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

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

Peter Dewing, Mayor
Town of Northlake
1400 FM 407
Northlake, TX 76247
940-648-3290



EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Chief Robert Crawford

Police Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Attorney SH

Exhibit A
Costs by Workload

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 18-19 Dispatch Costs					
3	FY Budget	\$3,090,702.00				
4	1/2 Budget Amount	\$1,545,351.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.808%	\$12,482			
7	ARGYLE ISD PD	0.019%	\$298			
8	AUBREY PD	0.900%	\$13,916			
9	AUBREY ISD PD	0.062%	\$961			
10	BARTONVILLE PD	0.328%	\$5,066			
11	CORINTH PD	5.800%	\$89,633			
12	DOUBLE OAK PD	0.329%	\$5,088			
13	HICKORY CREEK PD	1.896%	\$29,301			
14	JUSTIN PD	0.888%	\$13,723			
15	KRUM PD	1.337%	\$20,665			
16	LAKE DALLAS PD	2.056%	\$31,771			
17	LITTLE ELM PD	9.281%	\$143,428			
18	NCTC PD	0.003%	\$51			
19	NORTHEAST PD	1.375%	\$21,251			
20	NORTHLAKE PD	1.911%	\$29,525			
21	OAK POINT PD	1.630%	\$25,185			
22	PILOT POINT PD	0.892%	\$13,790			
23	PONDER PD	0.388%	\$6,000			
24	SANGER PD	2.345%	\$36,234			
25	TROPHY CLUB PD	2.546%	\$39,338			
26	ARGYLE FD	0.797%	\$12,317			
27	AUBREY FD	1.620%	\$25,034			
28	DOUBLE OAK VFD	0.000%	\$0			
29	JUSTIN FD VFD	0.000%	\$0			
30	KRUM FD	0.638%	\$9,860			
31	LAKE CITIES FD	1.739%	\$26,871			
32	LITTLE ELM FD	1.892%	\$29,243			
33	OAK POINT FD	0.382%	\$5,901			
34	PILOT POINT FD	0.554%	\$8,563			
35	PONDER VFD	0.000%	\$0			
36	SANGER FD	0.835%	\$12,905			
37	TROPHY CLUB FD	0.450%	\$6,961			
38	OTHER	3.00%	\$46,283	*		
39	SHERIFF'S OFC *	53.302%	\$2,369,056	*		
40	Totals	100.000%	\$3,090,701			
41						
42						
43	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity which is reduced from other entities total costs, as well as the remaining 1/2 of the total Communications Adopted Budget which other entities are not billed for at this time.					
44						
45						
46						
47						
48	Volunteer Agencies					

Exhibit B

2018-19 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Northlake Police Department
Payment Contact Person:	Chief Robert Crawford
Phone Number:	940-648-4804 x 231
Address:	1400 FM 407
City, State, Zip	Northlake, TX 76247
AGENCY TOTAL AMOUNT DUE	\$ 29,525.00

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

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

Payment Plan Options

Agency MUST
Select One
Payment Option

1	☐	One Annual Payment (100%)
2	☐	Two Payments (50%)
3	☐	Four Payments (25%)
4	☐	Twelve Monthly Payments
5	☐	Other Payment Option

Select one

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2018-19**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Northlake Police Department

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

By: Tracy Murphree

Title: Denton County Sheriff

Date: _____

By: **Robert Crawford**
Title: **Chief of Police**

Date: _____

STATE OF TEXAS
COUNTY OF DENTON

§
§
§
§

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

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

Name of Agency: Northlake PD

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

2. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2018** and ending on **September 30, 2019**. The Agreement shall automatically renew thereafter for additional one (1) year terms unless and until terminated by either party. Agency may select the desired level of support (either Basic or Enhanced) for each term of the Agreement. The selected level of support shall continue for each subsequent term unless and until changed by Agency by providing thirty (30) days written notice to County prior to the start of a new term.

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

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

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

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

5.2 Agency shall pay to County the Total Amount per the annual Cost Schedule. The initial Cost Schedule for the first term are more fully described on Exhibit "B". The County shall send updated Cost Schedules annually. The Agency shall have the right to change from Enhanced Support to Basic Support or terminate the Agreement as described in sections 2, 3, and 5.1 above.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

DENTON COUNTY, TEXAS

AGENCY

Please select the desired support level:

☐ Basic Support

-or-

☐ Enhanced Support

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

Signature

EXECUTED duplicate originals on this

Date:_____

EXECUTED duplicate originals on this

Date:_____

Approved as to form:

Approved as to form:

Assistant District Attorney
Denton County Criminal District
Attorney's Office

Attorney for Agency



Version

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

Name of “Agency”

Northlake PD

Agency Locations

1400 FM 407 Northlake TX 76247

Agency Contacts

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

Additional Agency Specific Services

--



County Contacts

Title	Name	Email	Phone
Agreement Liason & Public Safety & Courts Support Manager	Tommy Hutson	Tommy.Hutson@dentoncounty.com	940-349-4357
Chief Information Officer	Kevin Carr	Kevin.Carr@dentoncounty.com	940-349-4500
Deputy Chief Information Officer	Brian King	Brian.King@dentoncounty.com	940-349-4500
Desktop Operations Manager	Shawn Buchanan	Shawn.Buchanan@dentoncounty.com	940-349-4357
Server Operations Manager	Ray Rose	Ray.Rose@dentoncounty.com	940-349-4357
Network Operations Manager	Don Click	Don.Click@dentoncounty.com	940-349-4357
HELP DESK		HelpDesk@dentoncounty.com	940-349-4357



Table of Contents

1. <u>Service Overview</u>	4
2. <u>Service Description</u>	4
2.1 <u>Assumptions</u>	4
2.2 <u>Supported Applications</u>	4
2.3 <u>Available Services</u>	5
3.1 <u>County Responsibility</u>	5
3.2 <u>Agency Responsibility</u>	6
4. <u>Service Support</u>	7
4.1 <u>Requesting Service</u>	7
4.2 <u>Hours of Coverage</u>	7
4.3 <u>Incident and Request Response and Prioritization</u>	7
4.4 <u>Resolution</u>	7
4.5 <u>Service Escalation</u>	7
4.6 <u>Priority Levels</u>	8
4.7 <u>Priority level Determination</u>	9
4.8 <u>Service Level Measurements</u>	9
4.9 <u>Scheduled Maintenance</u>	9
4.10 <u>Unscheduled Maintenance</u>	9
5. <u>Customer Service Survey</u>	10



1. Service Overview

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

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

2. Service Description

2.1 Assumptions

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

2.2 Supported Applications

The following software applications will be supported:

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



2.3 Available Services

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

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

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

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

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

3. Roles and Responsibilities

3.1 County Responsibility

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

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



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

3.2 Agency Responsibility

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

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



4. Service Support

4.1 Requesting Service

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

4.2 Hours of Coverage

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

4.3 Incident and Request Response and Prioritization

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

4.4 Resolution

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

4.5 Service Escalation

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



4.6 Priority Levels

- DTS provides service based on the following Priority Levels.

Priority Level Characteristics

Priority Level	Expected Completion Time	Description
Incident Levels (Standard Business Hours 8am – 5pm, Monday through Friday)		
Critical	8 hours 80% of the time. (Continued repair until operational)	- An incident where systems are down or seriously impacted and/or products/services are unavailable. - Normally a global issue or a large number of Agency users are being affected. - There is no acceptable workaround to the problem (i.e., the job cannot be performed in any other way). The commitment of incident management resources is critical.
Urgent	1 business day 80% of the time.	- Issues affecting a large number of users - Requests that require immediate attention
High	2 business days 80% of the time.	- The issue causes any Agency user to be unable to work or perform some significant portion of their job. - Incidents where systems are degraded/unreliable; performance and/or legal agreements are at risk. - There is an acceptable and implemented workaround to the problem (i.e., the job can be performed in some other way). The commitment of incident management resources is high.
Medium	3 business days 80% of the time.	- An incident where performance and/or legal agreements may be degraded. The actual and potential business impact is low in terms of the user. (a few or less users are affected) - The issue causes a Agency user to be unable to perform some small portion of their job, but they are still able to complete most other tasks. May also include questions and requests for information.



		A temporary workaround, alternative, or circumvention is available. There is no commitment of incident management resources outside of business as usual.
Normal	5 business days 80% of the time.	An incident where performance and/or legal agreements are not at risk. The actual and potential business impact is minimal in terms of the user.
Low	10 days 80% of the time.	The customer has requested a new service or information pertaining to a feature, system or service.

4.7 Priority level Determination

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

Priority Levels (Incidents)

	Single User	2 – 9 users	10+ Users
High	High	High	Urgent
Medium	Medium	High	High
Low	Normal	Medium	Medium

4.8 Service Level Measurements

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

4.9 Scheduled Maintenance

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

4.10 Unscheduled Maintenance



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

5. Customer Service Survey

5.1 Survey Form

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

5.2 Customer Satisfaction Survey Ratings – Detailed Definitions

Technician went beyond what was required

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

Excellent

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

Satisfied

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

Needs Improvement

- Quality of work is poor.



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

Dissatisfied

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

Not Applicable

- Question being asked does not pertain to the request.

Exhibit "B"

**FY2019 Cost Schedule for Maintenance and Optional Enhanced Support for
Northlake Police Department**

Application	Maint Amt	Qty	Total
OSSI MCT Client for Digital Dispatch	\$ 130.39	8	\$ 1,043.11
OSSI Mobile Client Maps	\$ 26.28	8	\$ 210.25
OSSI Client AVL Mobile License	\$ 19.66	8	\$ 157.25
OSSI - MFR Client - Racial Profiling	\$ 26.28	0	\$ -
OSSI - MFR Client- Base Incident/Offense	\$ 130.39	0	\$ -
OSSI Mobile Arrest Module	\$ 52.15	0	\$ -
OSSI Accident Wizard Workstation License Client	\$ 30.07	0	\$ -
OSSI - MFR Client Citation	\$ 86.86	0	\$ -
OSSI - MFR Client - Accident Reporting	\$ 86.86	0	\$ -
OSSI Client Base Records Management System	\$ 1,281.34	0	\$ -
Upgrade to Site License for the following modules: Records Mgmt System, RMS Maps, Notifications, Accident Module, and Mugshot Display			
	\$ 1,939.50	0	\$ -
OSSI - Link Analysis Module	\$ 351.05	0	\$ -
OSSI RMS Map Display and Pin Mapping License - Site License	\$ 200.60	0	\$ -
OSSI Multi-Jurisdictional RMS Option	\$ 55.17	0	\$ -
OSSI Notification Module	\$ 225.68	0	\$ -
OSSI Racial Profiling Module-Site	\$ 50.15	0	\$ -
OSSI Sex Offender Module	\$ 150.45	0	\$ -
OSSI Crime Analysis Module - Site License	\$ 125.38	0	\$ -
OSSI Base Mobile Server Software Client - up to 250 workstations	\$ 548.39	0	\$ -
OSSI AVL Server Host License	\$ 394.93	0	\$ -
OSSI Residential Security Watch Module	\$ 24.35	0	\$ -
OSSI Review Module for Field Reporting	\$ 405.72	0	\$ -
OSSI's Integrated Messaging Software Switch	\$ 225.68	0	\$ -
Total Maintenance Fees to be reimbursed to County			\$ 1,410.61
Optional Enhanced Support			\$ 564.24
Total Maintenance + Optional Enhanced Support			\$ 1,974.86

AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by Brian Hall, a private contractor, d/b/a/ Brian the Animal Guy (hereinafter referred to as Brian The Animal Guy) and the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as “Northlake” or the “Town”).

RECITALS:

WHEREAS, Town of Northlake, is desirous of providing its residents and businesses with full-time animal control services, and a designated Local Rabies Control Authority, and

WHEREAS, Brian the Animal Guy is desirous of furnishing full-time animal control services to Town of Northlake; and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control services at the highest level possible to Town of Northlake in accordance with the terms and conditions set forth herein; and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party; and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

- Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.
- Section 2. **Term:** This Agreement shall be for a term of twelve (12) months, commencing on October 1, 2018 and ending September 30, 2019, and may be extended thereafter by mutual consent of the parties hereto for an additional term of 12 months. Any extension of the term of this Agreement, including any changes in the terms and conditions, shall require the approval of the governing body of Town of Northlake.

Section 3. **Scope of Services:** Brian the Animal Guy hereby agrees to provide Town of Northlake the following equipment, services, personnel, and facilities:

- a. **Service Calls:** Brian the Animal Guy will provide unlimited field service calls per month in consideration for the payment to be made by Town of Northlake under Section 4a.
- b. **Monthly Reports:** Brian the Animal Guy will supply a monthly report to the Town Secretary, Police Chief, or Town representative of Town of Northlake no later than 4:00 p.m., the 6th day of every month. The report shall summarize all animal control activity within the Town borders from the previous month.
- c. **Animal Bites:** Brian the Animal Guy will make an investigation with incident report and have the animal's owner verify that rabies vaccinations are current. Contractor will respond and oversee proper quarantine procedures set forth by state law and Town Ordinance. Brian the Animal Guy will be the Town's designated Local Rabies Control Authority.
- d. **Dead Animal Pickup:** Brian the Animal Guy agrees to provide removal of dead animals, excluding livestock, within the limits of Town of Northlake.
- e. **Impoundment:** An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the Town of Northlake Code of Ordinances or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify Town Hall as soon as possible regarding any animal impounded. The Town shall receive fifty (50) percent of the fees generated from impounds if the animal is claimed by its owner. All impound fees are waived if the animal is adopted out or humanely destroyed.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings may be issued to owners. Repeat violators may be impounded and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than three (3) days by Brian the Animal Guy. After this period of time, the animal shall be released to the animal control facility and either placed for adoption or humanely destroyed at the discretion of the facility and Brian the

Animal Guy. No record shall be kept by the Town as to the disposition of an animal after release is made to the facility.

Any animal, whether licensed or unlicensed, which in the professional judgment of Brian the Animal Guy and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, or which appears to have rabies, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene.

Brian the Animal Guy shall use the animal holding facility located at:

*1200 W. Hwy 114
Roanoke, TX, 76262
Phone (817) 401-1861*

If Brian the Animal Guy desires to change facilities, a representative of Brian the Animal Guy must notify Town of Northlake at least 48 hours prior to the change.

- f. **Humane Traps:** Brian The Animal Guy shall make available humane traps for raccoons, armadillos, opossums, cats, skunks, and unapproachable dogs. Traps will be set by the ACO. Skunks will be euthanized due to their rabies risk. Dogs will be impounded. Other animals will be relocated to remote drop sites. The ACO will determine whether any cats caught in live traps will be released. Trap rental fees to the resident will be applicable.
- g. **Loose Livestock:** Brian the Animal Guy will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s).
- h. **Wild Animal Removal:** Brian the Animal Guy will remove snakes and other wildlife from the Town resident's homes or yards. Fees to the resident will be applicable.
- i. **Animal Cruelty Calls:** Brian the Animal Guy will respond to animal cruelty or neglect calls and take appropriate action according to state law. A police officer will assist ACO on any such call.
- j. **Education:** Brian the Animal Guy will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.

k. **Schedule of Fees to Residents:**

<i>Animal Impoundment Fee:</i>	\$30 per day from animal owner.
<i>Trap Rental Fee:</i>	\$30 per trap, per week usage charged to resident.
<i>Trap Emptying Fee:</i>	\$25 per visit, charged to resident.
<i>Wildlife Removal Fee:</i>	\$20 to \$30 depending upon situation.

Section 4. **Town of Northlake's Obligations:** Town of Northlake agrees to perform the following:

- a. Pay an all-inclusive monthly fee of two hundred dollars (\$200.00) for all animal control patrol and services, payable on the first day of each month.
- b. Agree to the "Schedule of Fees" set forth in Section 3.

Section 5. **Revenues Retained:** Town of Northlake shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundary.

Section 6. **Termination:**

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses provided herein. In the event of such termination by either party, Brian the Animal Guy will be compensated for all service performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.
- b. If Town of Northlake fails to make payment to Brian the Animal Guy within fifteen (15) days after the date of billing for any invoiced amounts, Brian the Animal Guy, at its discretion, may suspend service until payment is received. Town of Northlake will not receive credit for time which service is suspended for payment. If it becomes necessary for Brian the Animal Guy to suspend services to Town of Northlake for non-payment of the invoiced amounts, Brian the Animal Guy will identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.

- c. Town of Northlake's recourse for failure of Brian the Animal Guy to furnish any services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.

Section 7. **Notices:** All written notices shall be sent to the following parties by certified mail-return receipt requested:

Brian the Animal Guy
510 Santa Barbara Dr.
Keller, TX 76248

Town of Northlake
1400 FM 407
Northlake, TX 76247

Section 8. **Dispute Resolution:** In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Town Council of Town of Northlake and the CEO of Brian the Animal Guy.

Section 9. **Jurisdiction:** By this Agreement, Town of Northlake grants full and complete authorization and jurisdiction to Brian the Animal Guy for all services provided by Brian the Animal Guy as contained in this Agreement.

Section 10. **Venue:** Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11. **Supervision/Certification:** At all times during the term of this Agreement, all animal control officers shall be under supervision and control of a representative of Brian the Animal Guy. Also, all officers must be certified in their respective areas of expertise to carry out their duties.

Section 12. **Performance:** Both parties mutually agree that Brian the Animal Guy is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Brian the Animal Guy in no way are to be considered employees of Town of Northlake.

Section 13. **Indemnification:** Brian the Animal Guy agrees to hold harmless, save and indemnify the Town of Northlake and its Officers for any and all claims for damages, personal injury and/or death that any be asserted against Town of Northlake arising from Brian the Animal Guy negligence or its performance hereunder, save and except intentional acts of gross negligence by Town of Northlake. The foregoing notwithstanding, the parties hereto reserve the right

to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification re solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14. **Insurance:** Brian the Animal Guy agrees to procure and maintain, at a minimum, \$300,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of Brian The Animal Guy, its officers, employees, or agents under or pursuant to this agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this ___th day of _____, 2018, in duplicate originals.

BRIAN THE ANIMAL GUY

TOWN OF NORTHLAKE

By: Brian Hall, Owner

By: Peter Dewing, Mayor

ATTEST:

ATTEST:

By: Witness

Shirley Rogers, Town Secretary



Board of Adjustment

Agenda Item 7



**TOWN OF NORTHLAKE, TEXAS
BOARD OF ADJUSTMENT MEETING
THURSDAY, AUGUST 9, 2018
1400 FM 407 - CHAMBER ROOM - NORTHLAKE, TEXAS**

1. Call meeting to order

2. Agenda Item

Consider for approval the July 26, 2018 minutes of the board

3. Adjourn the meeting

CERTIFICATE

I hereby certify that the above and foregoing is a true 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 August 3, 2018

Shirley Rogers, Town Secretary



**BOARD OF ADJUSTMENT
MEETING MINUTES OF JULY 26, 2018
1400 FM 407 - CHAMBER ROOM - NORTHLAKE, TEXAS**

1. Call to Order

Chairman Peter Dewing called the meeting to order at 8:10 pm and announce a quorum present
Members present: Peter Dewing, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

2. Public Hearing

Chairman Dewing open the public hearing at 8:13 pm to receive comments for or against a request for a variance to the minimum parking requirements for Warehousing/Distribution Center uses established in Article 10, Sec. 10.4 of the Unified Development Code for a 32.177-acre tract of land in the B.B.B. & C.R.R. Company Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, to be platted as Lot 3, Block A, Alliance Northport Addition, located on the east side of Interstate Highway 35W approximately 800 feet south of Dale Earnhardt Way and zoned Industrial (I). AIL Investment LP is the owner/applicant. Case # VR-18-003.

No one came forward for or against the variance
Chairman Dewing closed the meeting at 8:14 pm

3. Agenda Item

Roger Sessions moved to approve Variance Request 18-003 to reduce the minimum parking requirement for Warehousing/Distribution Center use to 1 space per 5,000 square feet of total floor area for Lot 3, Block A, Alliance Northport Addition, which is zoned Industrial (I). 2nd by Danny Simpson

Vote: motion passed unanimous

For: Peter Dewing, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Against: none

4. Chairman Dewing adjourn the meeting at 8:15 pm

Passed and approved on the 9th of August, 2018

Peter Dewing, Chairman

Attest:

Shirley Rogers, Town Secretary



Tax Increment Reinvestment Zone No. 1

Agenda Item 8

NOTICE OF MEETING
TOWN OF NORTHLAKE BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
1400 FM 407-Chamber Room
Northlake Texas 76247

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 7:00 pm on August 9, 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. Approval of June 28, 2018 Meeting Minutes
3. 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 August 3, 2018

A handwritten signature in black ink, reading "Shirley Rogers", with a stylized, flowing script.

Shirley Rogers
Town Secretary

**MEETING MINUTES OF THE BOARD OF DIRECTORS OF TAX INCREMENT
REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS**

1. The Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), convened in a meeting at 7:59 p.m. on June 28, 2018 at the Northlake Town Hall, 1400 FM 407, Northlake, Texas 76247, and notice of the meeting, giving the time and place thereof having been given to each member of the Board of Directors and posted in compliance with applicable law, including Chapter 551, Texas Government Code. The roll of the duly constituted members of the Board of Directors was called, which members are as follows, to-wit:

Peter Dewing, Chairman

Rena Hardeman, Director

Jimmy Lambert, Director

Brian Montini, Director

Roger Sessions, Director

Danny Simpson, Director

and all of such persons were present thus constituting a quorum of the Board of Directors.

2. Election of Officers

Chairman Dewing moved to approve officers for FY 2018 as follows: Peter Dewing, Chairman; Brian Montini-Vice Chairman; and Jimmy Lambert, Secretary. 2nd by Director Hardeman

Vote: motion approved unanimous

3. Approval of FY 2018-19 Proposed Budget

Vice Chairman Montini made the motion to approve the proposed FY 2018-19 Budget. 2nd by Secretary Lambert.

Vote: motion approved unanimous

Adjournment

There being no further business to come before the Board of Directors, the meeting was adjourned at 8:05 pm.

Approved on August 9, 2018

Tax Increment Financing Zone Number One

Peter Dewing, Chairman

Jimmy Lambert, Secretary



Regular Session

Agenda Item 9

The Ridge Development Agreement

Town of Northlake

August 9, 2018

Background

- Town Budget focused on basic services
 - Police protection and enforcement
 - Road repair and maintenance
 - Water service reliability and reserves
- Infrastructure needs
 - Cleveland-Gibbs extension to Robson Ranch Road
 - Elevated storage tank and water lines
- Public resources
 - Desire to maintain low tax rate
 - Desire to keep residential water rates level

PPP Alternative

- Public Private Partnerships
 - Combine resources
 - Leverage municipal authority
 - Ensure development maintains high standard
- Special Districts
 - Allocate risk to district
 - Realize long-term benefit to Town
 - Various levels of control by Town
 - No increase in taxes to remaining Town

Northlake PPP Examples

- Harvest – Fresh Water Supply District
 - Water plant built at Town Hall
 - Cleveland-Gibbs extended north of FM 407
- Canyon Falls - Water Control Improvement District
 - Cleveland-Gibbs paved north of FM 1171
 - 2nd point-of-delivery from UTRWD
- North Ridge Estates – no district
 - Protracted disputes between Town and developer
 - Inferior drainage and water systems

Northlake PPP Examples

- The Highlands – Public Improvement District
 - 20” water line to The Highlands and areas north
 - Trails and natural areas
- Pecan Square – Municipal Management District
 - Mulkey Lane paving and realignment
 - Cleveland-Gibbs paving remaining lanes
 - Major sewer system collection line financing solution

Existing Conditions

- 370 acres in Town limits
- Between Harvest and Robson Ranch
- Mixed-use Planned Development District
- In Neighborhood character area of comp plan
- Water options
 - Sourced from water plant at Town Hall
 - Future main along Cleveland-Gibbs and major roads
- Sanitary sewer options
 - Extend to existing TRA point-of-delivery

Agreement Deal Points

- Town consent to create municipal management district
- Proportional impact fee reimbursement
 - 50% reimbursement of water impact fee
 - 75% reimbursement of roadway impact fee
 - No sewer impact fee reimbursement
- Construction of Town's master plan infrastructure
 - 12" water lines along Cleveland-Gibbs and major roads
 - 16" water line for planned elevated storage tank
 - Cleveland-Gibbs extension to Robson Ranch, four-lane divided

Northlake MMD #2 (The Ridge)

- Created by TCEQ (with Northlake consent)
- May levy property tax, sales tax, impact fees
 - In this case, only property tax (projected at \$0.65 rate)
- Funds water, sewer, roads, drainage and trails
- No debt liability or obligation for Town only MMD
- MMD debt tax-exempt for lower interest rates
- Reduces lot prices which reduces homeowner mortgage
- Ultimately all costs are borne by homeowner

Development Agreement

- Article I – Recitals
 - Property description
 - Background and overview
- Article II – Improvements
 - Water – 12” lines along major roadways, 16” delivery line
 - Roadways – Cleveland-Gibbs extension
 - Reimbursement – 50% of water, 75% of roadways

Development Agreement

- Article III – Effective Date and Term
 - August 9, 2018
 - 25 year term
- Article IV – Default and Remedies
- Article V – Assignment and Encumbrance
- Article VI – Releases and Estoppel
- Article VII – Additional Provisions

Town Enhancements

- Water Line along Cleveland-Gibbs and other major roads
 - Provide water service to retail areas along Robson Ranch
 - Redundancy to water system
 - Developer reimbursed \$1.0M
- Cleveland-Gibbs extension to Robson Ranch Road
 - Four-lane divided
 - Provides access to retail areas, throughput for area
 - All other roads 100% developer responsibility
 - Developer reimbursed \$3.0M

The Ridge Financial Impact

- \$1M+ annual property taxes at build-out
 - \$350M taxable assessed value at build-out
 - \$0.295 per \$100 value with 5% homestead exemption
- \$4.0M roadway impact fees
 - \$3,845 per residential unit plus commercial
 - \$1.0M available for Zone 2 road projects
- \$2.5M water impact fees
 - \$2,259 per residential meter plus commercial
 - \$1.5M available for North Pressure Plain water projects

Actions To Date

03/28/13	• Heritage Fields Concept Plan Presentation
11/14/13	• Heritage Fields Revised Concept Plan Presentation
06/26/14	• Heritage Fields Zoning Approval
04/14/16	• Heritage Fields Preliminary Plat Phases 1-5 Approval
06/28/18	• The Ridge Concept Plan Presentation
07/26/18	• The Ridge Rezoning Approval

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: August 9, 2018
Re: Consent Resolution to Create Municipal Management District for The Ridge

On March 28, 2013, Jim Wills representing the Yu properties presented a proposed concept plan for the development of tracts of land previously purchased from the Cole Family. More recently Mr. Wills, with an expanded ownership group including Taylor Morrison, presented an updated concept plan and renamed the development to *The Ridge at Northlake* at the June 28, 2018 council meeting. At the July 26, 2018 council meeting, Council approved the rezoning of the property.

The proposed master planned community is bounded by Robson Ranch to the north, Northlake town limits to the east, approximately 800 feet to the east of Schober Road to the west, and approximately 1,800 feet north of Old Justin Road to the south for a total of 450 acres.

The development group is requesting consent from the Town to create a Municipal Management District (MMD) to assist in the financing of the public infrastructure for a portion of the property, approximately 316 acres. The Mixed-use Planned Development (MPD) district for the Ridge is approximately 370 acres. The 54 acres in the MPD but not in the MMD are the one-acre lots and the retail area tracts.

The one-acre lots are not in the MMD but will finance infrastructure through higher proportional lot prices and will have somewhat reduced infrastructure requirements. The area within the proposed MMD will have higher infrastructure costs and higher level of amenities and therefore greater development costs which the MMD financing will partially fund. The projected tax rate for the proposed MMD is \$0.65 per \$100 valuation. Finally, the retail area also outside the MMD will demand higher land values which in return will finance the greater infrastructure needed for this area.

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

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 18-23

WHEREAS, D-F Pacific No. 2 Ltd., a Texas limited partnership, and Silverstone-Northlake, Ltd., a Texas limited partnership (collectively the “Petitioner”), wishes to create Northlake Municipal Management District No. 2 (the “District”) to serve the approximately 316.3 acres of land, more or less, in Denton County, Texas as described in Exhibit “A” attached hereto and incorporated herein for all intents and purposes (the “Land”); and

WHEREAS, all of the land to be included within the District is located within the corporate boundaries of the Town of Northlake, Texas (the “Town”); and

WHEREAS, the Petitioner has submitted to the Mayor and Town Council of the Town, a Petition for Consent to Creation of Northlake Municipal Management District No. 2; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the Town Council of the Town desires to adopt a Resolution for the purpose of consenting to the creation of the District.

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

Section 1. That the Town Council of the Town of Northlake hereby grants its consent to and the Mayor is instructed to execute such additional documents, if any, as required to evidence the Town’s consent to the creation of a municipal management district, to be known as “Northlake Municipal Management District No. 2,” on the property described on the attached metes and bounds description which is located within the Town’s corporate boundaries.

Section 2. The Town’s consent to the creation of Northlake Municipal Management District No. 2, as expressed in Section 1 hereinabove, is expressly conditioned upon: (i) the Petitioner applying for and receiving the appropriate zoning; and (ii) the Petitioner qualifying and submitting to the Texas Commission on Environmental Quality, to serve as a director of the District, a person nominated by the Town Council.

Section 3. That this resolution shall take effect immediately from and after its passage and is accordingly so resolved.

PASSED AND APPROVED ON THIS THE ____ DAY OF _____, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT "A"

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, 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 a steel fence corner post Found in the north line of said 248.078 acre tract of land, said point being the southwest corner of a called 2.896 acre tract of land described in a special warranty deed to Denton County, Texas, as recorded in Volume 4591, Page 2085, Deed Records of Denton County, Texas, and said point being in the south right-of-way line of Robson Ranch Road (a variable wide right-of-way);

THENCE along the north line of said 248.078-acre tract of land, along the south line of said 2.896-acre tract of land and along the south line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East, 7.14 feet to the POINT OF BEGINNING of the herein described tract of land;

South 89 degrees 51 minutes 16 seconds East, 794.20 Feet to a one-half inch iron rod with cap stamp "JBI" set (hereinafter called "iron rod set") for corner;

THENCE South 00 degrees 08 minutes 44 seconds West, 475.16 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 51 minutes 16 seconds East, 40.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 147.10 feet along a curve to the right which has a central angle of 18 degrees 51 minutes 18 seconds, a radius of 447.00 feet, a tangent of 74.22 feet, and whose chord bears South 80 degrees 25 minutes 37 seconds East, 146.44 feet to a one-half inch iron rod set for corner;

THENCE South 70 degrees 59 minutes 57 seconds East, 229.65 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 333.72 feet along a non-tangent curve to the left which has a central angle of 17 degrees 22 minutes 58 seconds, a radius of 1,100.00 feet, a tangent of 168.15 feet, and whose chord bears North 08 degrees 50 minutes 13 seconds East, 332.45 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 44 seconds East, 219.74 feet to a one-half inch iron rod set for corner;

THENCE North 44 degrees 51 minutes 16 seconds West, 35.36 feet to a one-half inch iron rod set in the north line of said 248.078-acre tract of land, said point being in the south line of said 2.896-acre tract of land and said point being in the south line of Robson Ranch Road;

THENCE South 89 degrees 51 minutes 16 seconds East, 150.00 feet along the north line of said 248.078-acre tract of land, along the south line of said 2.896-acre tract of land and along the south line of Robson Ranch Road to a one-half inch iron rod set for corner;

THENCE South 45 degrees 08 minutes 44 seconds West, 35.36 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 08 minutes 44 seconds West, 219.74 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 62.55 feet along a curve to the right which has a central angle of 02 degrees 59 minutes 11 seconds, a radius of 1,200.00 feet, a tangent of 31.28 feet, and whose chord bears South 01 degrees 38 minutes 20 seconds West, 62.54 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 51 minutes 16 seconds East, 589.56 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 44 seconds East, 307.26 feet to a one-half inch iron rod set in the north line of said 248.078-acre tract of land, said point being in the south line of said 2.896-acre tract of land and said point being in the south line of Robson Ranch Road;

THENCE South 89 degrees 51 minutes 16 seconds East, 2,202.62 Feet along the south line of Robson Ranch Road to a five-eighths inch iron rod found in the north line of said 248.00 1-acre tract of land, said point being the southeast corner of a called 2.483 acre tract of land described in a special warranty deed to Denton County, Texas, as recorded in Volume 4591, Page 2113, Deed Records of Denton County, Texas;

THENCE South 00 degrees 30 minutes 05 seconds East, 5.00 feet along the south line of Robson Ranch Road to one-half inch iron rod set at the southwest corner of a called 1.001-acre tract of land described in a special warranty deed to Denton County, Texas, as recorded In Volume 4653, Page 986, Deed Records of Denton County, Texas;

THENCE along the south line of said 1.001-acre tract of land and along the south line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East 176.60 feet to a one-half Inch iron rod set for corner;

North 89 degrees 53 minutes 55 seconds East, 533.67 feet to a one-half inch iron rod found at the southeast corner of said 1.001 acre tract of land, said point being In the east line of said 248.078 acre tract of land and said point being in the west line of a called 283 564 acre tract of land described in a special warranty deed to D-F Denton Fund 28, Ltd., as recorded In Volume 4481, Page 169, Deed Records of Denton County, Texas;

THENCE along the east line of said 248.001-acre tract of land and along the west line of said 283.564-acre tract of land as follows:

South 01 degrees 05 minutes 15 seconds East, 914.01 feet to a wood fence corner post found for corner;

South 89 degrees 18 minutes 24 seconds East, 259.65 feet to a steel fence corner post found for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 1,840.61 feet to a steel fence corner post found in the south line of said 248.001-acre tract of land, said point being in the north line of a called 782.359-acre tract of land described In a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011- H 4875, Official Public Records of Denton County, Texas;

THENCE along the north line of said 782.359-acre tract of land as follows:

North 89 degrees 56 minutes 26 seconds West, 916 .17 feet to a wood fence corner post found for corner;

South 89 degrees 56 minutes 51 seconds West, 1,538.79 feet to a wood fence corner post found for corner;

North 89 degrees 42 minutes 46 seconds West, 2,865.34 feet to a one-half inch iron rod set for corner, from which a wood fence corner post found bears North 89 degrees 42 minutes 16 seconds West 202.87 feet;

THENCE North 00 degrees 17 minutes 14 seconds East, 137.53 feet to a one-half inch iron rod set for corner;

THENCE North 11 degrees 00 minutes 00 seconds East, 412.09 feet to a one-half inch iron rod set for corner;

THENCE North 09 degrees 29 minutes 53 seconds East 68.68 feet to a one-half inch iron rod set for corner;

THENCE North 04 degrees 16 minutes 44 seconds East, 68.69 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 00 minutes 02 seconds West, 77.88 feet to a one-half Inch iron rod set for corner;

THENCE North 03 degrees 23 minutes 19 seconds East, 78.03 feet to a one-half inch iron rod set for corner;

THENCE North 08 degrees 00 minutes 30 seconds East, 78.03 feet to a one-half Inch iron rod set for corner;

THENCE North 12 degrees 36 minutes 48 seconds East, 78.02 feet to a one-half inch iron rod set for corner;

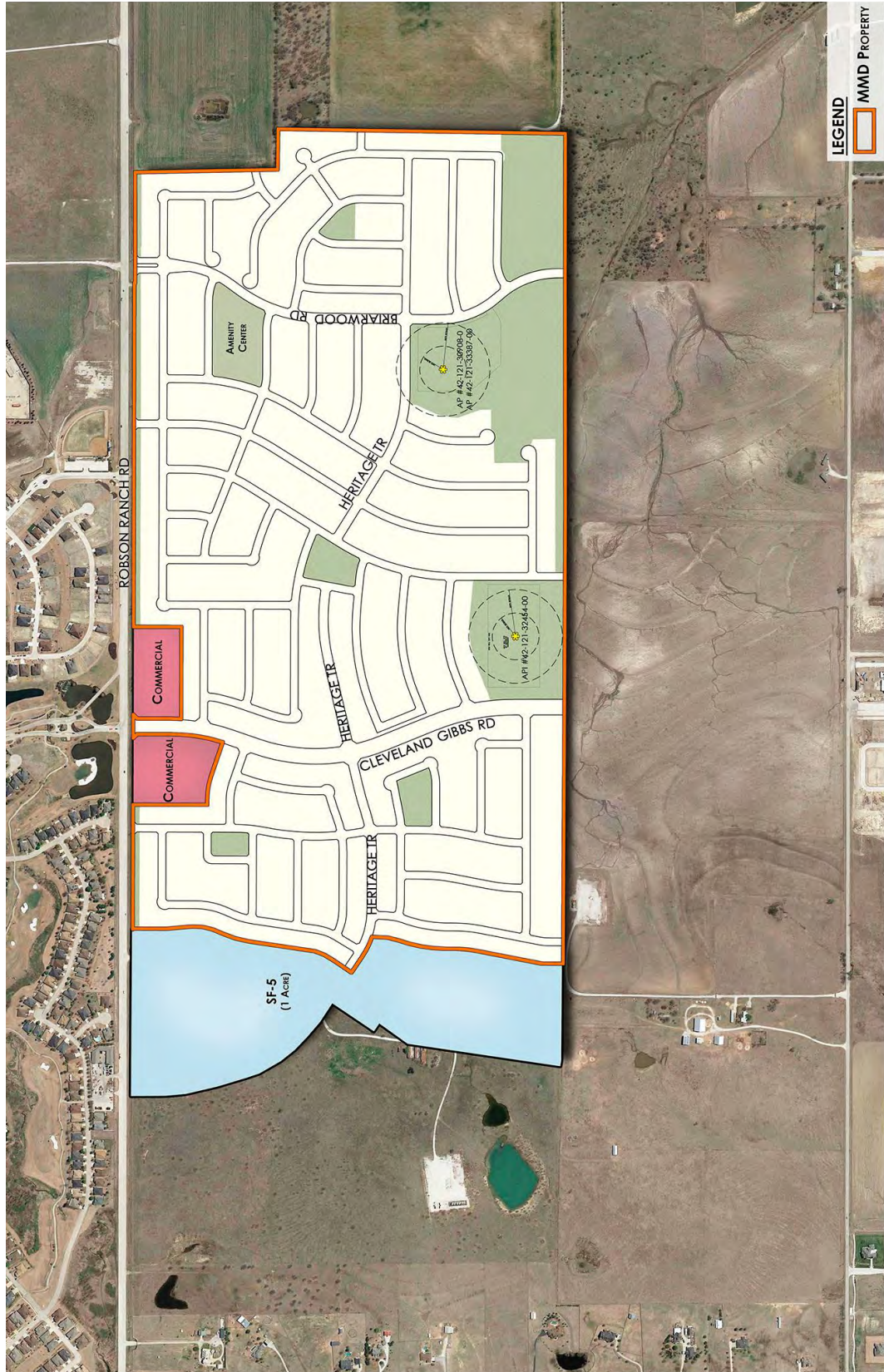
THENCE North 17 degrees 13 minutes 24 seconds East, 78.02 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 59 minutes 43 seconds East, 64.48 feet to a one-half inch iron rod set for corner;

THENCE North 03 degrees 00 minutes 37 seconds East, 100.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 139 .93 feet along a non-tangent curve to the right which has a central of 15 degrees 07 minutes 37 seconds, a radius of 530.00 feet, a tangent of 70.37 feet, and whose chord bears North 63 degrees 32 minutes 51 seconds West, 139.52 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 124.77 feet to a one-half inch iron rod set for corner;
THENCE North 34 degrees 00 minutes 54 seconds East, 139.13 feet to a one-half inch iron rod set for corner;
THENCE North 31 degrees 01 minutes 25 seconds East, 70.00 feet to a one-half inch iron rod set for corner;
THENCE North 20 degrees 24 minutes 43 seconds East, 64.40 feet to a one-half inch iron rod set for corner;
THENCE North 08 degrees 28 minutes 07 seconds East, 427.24 feet to a one-half inch iron rod set for corner;
THENCE North 12 degrees 46 minutes 43 seconds East 92.72 feet to a one-half Inch iron rod set for corner;
THENCE North 20 degrees 35 minutes 26 seconds East, 82.79 feet to a one-half inch iron rod set for corner;
THENCE North 23 degrees 06 minutes 53 seconds East, 70.62 feet to a one-half inch iron rod set for corner;
THENCE North 12 degrees 51 minutes 40 seconds East, 66.35 feet to a one-half inch iron rod set for corner;
THENCE North 02 degrees 36 minutes 57 seconds East, 67.74 feet to a one-half inch iron rod set for corner;
THENCE North 04 degrees 55 minutes 30 seconds West, 160.63 feet to a one-half inch iron rod set for corner;
THENCE North 00 degrees 08 minutes 44 seconds East, 218.47 feet to the POINT OF BEGINNING and containing
13,778,026 square feet or 316.300 acres of land.



NOTE: STREET LAYOUT SHOWN IS CONCEPTUAL IN NATURE.
FINAL STREET ALIGNMENTS WILL BE DETERMINED DURING
THE PLATING PROCESS.



THE RIDGE AT NORTHLAKE

MMD PROPERTY
NORTHLAKE, TEXA

PETITION FOR CONSENT TO THE CREATION
OF NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 2

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS:

The undersigned D-F Pacific No. 2, Ltd., a Texas limited partnership, and Silverstone-Northlake, Ltd., a Texas limited partnership (collectively the “Petitioner”), acting pursuant to the provisions of Chapter 49, Texas Water Code, as amended, and Chapter 375, Texas Local Government Code, as amended, respectfully petitions the Town Council of the TOWN OF NORTHLAKE, TEXAS (the “Town”), for its written consent to the creation of a municipal management district and would show the following:

I.

The name of the District is NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 2 (the “District”).

II.

The District shall be created and organized under the authority of Article XVI, Section 59, and Article III, Sections 52 and 52-a, of the Texas Constitution and Chapter 375, Texas Local Government Code, and Chapter 49, Texas Water Code, together with all amendments and additions thereto.

III.

The District contains an area of 316.3 acres of land, more or less (the “Land”), situated in Denton County, Texas. The Land consists of one tract described by metes and bounds in Exhibit “A,” which is attached hereto and incorporated herein for all purposes. The land is located within the corporate limits of the Town. All of the Land may be properly included in the District.

IV.

The Petitioner represents that it holds title to all of the Land.

V.

The general nature of the work to be done by the District at the present time is the provision of the supplemental services and the construction, acquisition, maintenance, and operation of certain improvements and services authorized under the laws governing the District to serve the Land, including but not limited to the providing of water, wastewater, drainage and road facilities.

VI.

There is, for the following reasons, a necessity for the above-described work. The Land is urban in nature, is within the growing environs of the Town, and is in close proximity to populous and developed sections of Denton County, Texas, and within the immediate future will experience a substantial and sustained commercial and residential growth.

VII.

A preliminary investigation has been made to determine the total cost of the District's projects, and it is now estimated by the Petitioner, from such information as it has at this time, that such cost will be approximately \$32,542,357.

WHEREFORE, the Petitioner prays that this petition be heard and that the Town Council duly pass and approve an ordinance or resolution granting the consent to the creation of the District and authorizing the inclusion of the Land within the District.

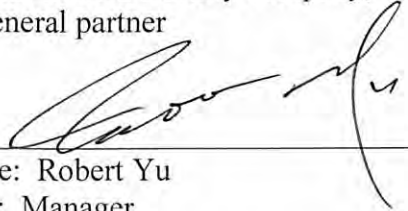
[EXECUTION PAGE FOLLOWS.]

RESPECTFULLY SUBMITTED this 3/5th day of July, 2018.

PETITIONER:

D-F PACIFIC NO. 2, LTD.,
a Texas limited partnership

By: D-F Pacific No. 2 GP, LLC,
a Texas limited liability company,
its general partner

By: 
Name: Robert Yu
Title: Manager

SILVERSTONE-NORTHLAKE, LTD.,
a Texas limited partnership

By: D-F Pacific No. 2 GP, LLC,
a Texas limited liability company,
its general partner

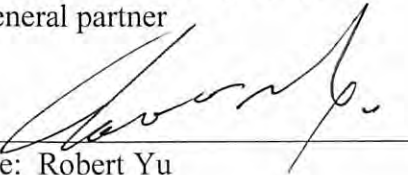
By: 
Name: Robert Yu
Title: Manager

EXHIBIT "A"

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, 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 a steel fence corner post found in the north line of said 248.078 acre tract of land, said point being the southwest corner of a called 2.896 acre tract of land described in a special warranty deed to Denton County, Texas, as recorded in Volume 4591, Page 2085, Deed Records of Denton County, Texas, and said point being in the south right-of-way line of Robson Ranch Road (a variable wide right-of-way);

THENCE along the north line of said 248.078 acre tract of land, along the south line of said 2.896 acre tract of land and along the south line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East, 7.14 feet to the POINT OF BEGINNING of the herein described tract of land;

South 89 degrees 51 minutes 16 seconds East, 794.20 feet to a one-half inch iron rod with cap stamp "JB1" set (hereinafter called "iron rod set") for corner;

THENCE South 00 degrees 08 minutes 44 seconds West, 475.16 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 51 minutes 16 seconds East, 40.00 feet to a one-half inch iron rod set for corner;

THENCE Southeasterly, 147.10 feet along a curve to the right which has a central angle of 18 degrees 51 minutes 18 seconds, a radius of 447.00 feet, a tangent of 74.22 feet, and whose chord bears South 80 degrees 25 minutes 37 seconds East, 146.44 feet to a one-half inch iron rod set for corner;

THENCE South 70 degrees 59 minutes 57 seconds East, 229.65 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 333.72 feet along a non-tangent curve to the left which has a central of 17 degrees 22 minutes 58 seconds, a radius of 1,100.00 feet, a tangent of 168.15 feet, and whose chord bears North 08 degrees 50 minutes 13 seconds East, 332.45 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 44 seconds East, 219.74 feet to a one-half inch iron rod set for corner;

THENCE North 44 degrees 51 minutes 16 seconds West, 35.36 feet to a one-half inch iron rod set in the north line of said 248.078 acre tract of land, said point being in the south line of said 2.896 acre tract of land and said point being in the south line of Robson Ranch Road;

THENCE South 89 degrees 51 minutes 16 seconds East, 150.00 feet along the north line of said 248.078 acre tract of land, along the south line of said 2.896 acre tract of land and along the south line of Robson Ranch Road to a one-half inch iron rod set for corner;

THENCE South 45 degrees 08 minutes 44 seconds West, 35.36 feet to a one-half inch iron rod set for corner;

THENCE South 00 degrees 08 minutes 44 seconds West, 219.74 feet to a one-half inch iron rod set for corner;

THENCE Southwesterly, 62.55 feet along a curve to the right which has a central of 02 degrees 59 minutes 11 seconds, a radius of 1,200.00 feet, a tangent of 31.28 feet, and whose chord bears South 01 degrees 38 minutes 20 seconds West, 62.54 feet to a one-half inch iron rod set for corner;

THENCE South 89 degrees 51 minutes 16 seconds East, 589.56 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 44 seconds East, 307.26 feet to a one-half inch iron rod set in the north line of said 248.078 acre tract of land, said point being in the south line of said 2.896 acre tract of land and said

point being in the south line of Robson Ranch Road;

THENCE South 89 degrees 51 minutes 16 seconds East, 2,202.62 feet along the south line of Robson Ranch Road to a five-eighths inch iron rod found in the north line of said 248.001 acre tract of land, said point being the southeast corner of a called 2.483 acre tract of land described in a special warranty deed to Denton County, Texas, as recorded in Volume 4591, Page 2113, Deed Records of Denton County, Texas;

THENCE South 00 degrees 30 minutes 05 seconds East, 5.00 feet along the south line of Robson Ranch Road to a one-half inch iron rod set at the southwest corner of a called 1.001 acre tract of land described in a special warranty deed to Denton County, Texas, as recorded in Volume 4653, Page 986, Deed Records of Denton County, Texas;

THENCE along the south line of said 1.001 acre tract of land and along the south line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East, 176.60 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 55 seconds East, 533.67 feet to a one-half inch iron rod found at the southeast corner of said 1.001 acre tract of land, said point being in the east line of said 248.078 acre tract of land and said point being in the west line of a called 283.564 acre tract of land described in a special warranty deed to D-F Denton Fund 28, Ltd., as recorded in Volume 4481, Page 169, Deed Records of Denton County, Texas;

THENCE along the east line of said 248.001 acre tract of land and along the west line of said 283.564 acre tract of land as follows:

South 01 degrees 05 minutes 15 seconds East, 914.01 feet to a wood fence corner post found for corner;
South 89 degrees 18 minutes 24 seconds East, 259.65 feet to a steel fence corner post found for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 1,840.61 feet to a steel fence corner post found in the south line of said 248.001 acre tract of land, said point being in the north line of a called 782.359 acre tract of land described in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011-124875, Official Public Records of Denton County, Texas;

THENCE along the north line of said 782.359 acre tract of land as follows:

North 89 degrees 56 minutes 26 seconds West, 916.17 feet to a wood fence corner post found for corner;
South 89 degrees 56 minutes 51 seconds West, 1,538.79 feet to a wood fence corner post found for corner;
North 89 degrees 42 minutes 46 seconds West, 2,865.34 feet to a one-half inch iron rod set for corner, from which a wood fence corner post found bears North 89 degrees 42 minutes 46 seconds West, 202.87 feet;

THENCE North 00 degrees 17 minutes 14 seconds East, 137.53 feet to a one-half inch iron rod set for corner;

THENCE North 11 degrees 00 minutes 00 seconds East, 412.09 feet to a one-half inch iron rod set for corner;

THENCE North 09 degrees 29 minutes 53 seconds East, 68.68 feet to a one-half inch iron rod set for corner;

THENCE North 04 degrees 16 minutes 44 seconds East, 68.69 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 00 minutes 02 seconds West, 77.88 feet to a one-half inch iron rod set for corner;

THENCE North 03 degrees 23 minutes 19 seconds East, 78.03 feet to a one-half inch iron rod set for corner;

THENCE North 08 degrees 00 minutes 30 seconds East, 78.03 feet to a one-half inch iron rod set for corner;

THENCE North 12 degrees 36 minutes 48 seconds East, 78.02 feet to a one-half inch iron rod set for corner;

THENCE North 17 degrees 13 minutes 24 seconds East, 78.02 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 59 minutes 43 seconds East, 64.48 feet to a one-half inch iron rod set for corner;

THENCE North 03 degrees 00 minutes 37 seconds East, 100.14 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 139.93 feet along a non-tangent curve to the right which has a central of 15 degrees 07 minutes 37 seconds, a radius of 530.00 feet, a tangent of 70.37 feet, and whose chord bears North 63 degrees 32 minutes 54 seconds West, 139.52 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 124.77 feet to a one-half inch iron rod set for corner;
THENCE North 34 degrees 00 minutes 54 seconds East, 139.13 feet to a one-half inch iron rod set for corner;
THENCE North 31 degrees 01 minutes 25 seconds East, 70.00 feet to a one-half inch iron rod set for corner;
THENCE North 20 degrees 24 minutes 43 seconds East, 64.40 feet to a one-half inch iron rod set for corner;
THENCE North 08 degrees 28 minutes 07 seconds East, 427.24 feet to a one-half inch iron rod set for corner;
THENCE North 12 degrees 46 minutes 43 seconds East, 92.72 feet to a one-half inch iron rod set for corner;
THENCE North 20 degrees 35 minutes 26 seconds East, 82.79 feet to a one-half inch iron rod set for corner;
THENCE North 23 degrees 06 minutes 53 seconds East, 70.62 feet to a one-half inch iron rod set for corner;
THENCE North 12 degrees 51 minutes 40 seconds East, 66.35 feet to a one-half inch iron rod set for corner;
THENCE North 02 degrees 36 minutes 57 seconds East, 67.74 feet to a one-half inch iron rod set for corner;
THENCE North 04 degrees 55 minutes 30 seconds West, 160.63 feet to a one-half inch iron rod set for corner;
THENCE North 00 degrees 08 minutes 44 seconds East, 218.47 feet to the POINT OF BEGINNING and containing 13,778,026 square feet or 316.300 acres of land.

Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.



Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: August 9, 2018
Re: The Ridge at Northlake Development Agreement

On March 28, 2013, Jim Wills, representing the Yu properties, presented a proposed concept plan for the development of tracts of land previously purchased from the Cole Family. More recently Mr. Wills, with an expanded ownership group including Taylor Morrison, presented an updated concept plan and renamed the development to *The Ridge at Northlake* at the June 28, 2018 council meeting. At the July 26, 2018 council meeting, Council approved the rezoning of the property.

The proposed master planned community is bounded by Robson Ranch to the north, Northlake town limits to the east, approximately 800 feet to the east of Schober Road to the west, and approximately 1,800 feet north of Old Justin Road to the south for a total of 450 acres.

Attached is the proposed development agreement governing the construction of public infrastructure in the mixed-use development. The developer will build water, sewer and road improvements throughout the development per the Town's standards, including some improvements on the Town's master plans. Elements of the master plans that are included in the 10-year capital improvement plan are eligible for reimbursement of corresponding impact fees.

They will build Cleveland-Gibbs Road as a four-lane divided roadway which bisects the property and is in the Town's Master Thoroughfare Plan. The developer is eligible for 100% reimbursement of costs associated with this road which is 75% of the projected road impact fees. The remaining fees will go toward projects in this zone on the 10-year capital improvement plan most, likely Faught Road improvements. The anticipated collections of roadway impact fees is \$4 M and the estimated cost of the road is \$3 M. The developer will be responsible for financing and building the road and will receive quarterly reimbursement payments upon collection of impact fees with building permits.

They will also build all the water lines within their property per the water master plan but not offsite storage tanks. The developer is eligible for 100% reimbursement of these costs as well which is 50% of the projected water impact fees. The remaining fees will go toward projects in the North Pressure Plain on the 10-year capital improvement plan most likely the planned elevated storage tank. The anticipate collections of water impact fees is \$2.5 M and the estimated cost of the water

The Ridge at Northlake Development Agreement

August 9, 2018

Page 2 of 2

improvements are \$1 M. The developer will be responsible for financing and building the water lines and will receive quarterly reimbursement payments upon collection of impact fees with building permits.

For sewer, 100% of the sewer impact fees will be retained by the Town and reserved for the future sanitary sewer improvements on the 10-year capital improvement plan.

Based on best estimates, the sharing of impact fees is as follows:

<u>Impact Fee</u>	<u>Developer</u>	<u>Town</u>
Roadway	\$3 M	\$1 M
Water	\$1 M	\$1.5 M
Sewer	\$0 M	\$1 M

The other options available to the Town per the State law and the Town's impact fee ordinances are as follows. The Town can credit a percentage of impact fees and collect the remainder with each building permit. This method has the same net effect to the Town. The Town can also finance and build the infrastructure and retain 100% of all impact fees. However, this method would require the Town to issue debt and accept the liability and obligation of that debt.

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

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed between D-F Pacific No. 2, LTD and Silverstone-Northlake, LTD (individually and collectively, the "Developer") and the Town of Northlake, Texas, a general law municipality (the "Town") (the Developer and the Town, being referred to, individually, as a "Party" and, collectively, as the "Parties").

ARTICLE I. **RECITALS**

WHEREAS, the Developer owns 370 acres of land located in the Town's corporate limits and depicted on **Exhibit A** (the "Property"); and

WHEREAS, all of the Property is located within the corporate boundaries of the Town; and

WHEREAS, the Owner intends that the Property be developed with retail water and sewer service by the Town; and

WHEREAS, by Resolution No. 18-23, approved by the Town on August 9, 2018, the Town consented to the creation of Northlake Municipal Management District No. 2 (the "District") on the Property; and

WHEREAS, the general nature of the work to be done in the District is the construction of certain water, paving and drainage improvements that are included on the Town's Capital Improvements Plan ("CIP") and are more particularly described in Article II and on **Exhibit B** and **Exhibit C** (the "Improvements");

WHEREAS, the Improvements will benefit both the Property and other property in the Town's jurisdiction; and

WHEREAS, the Town collects water and roadway impact fees to fund the Improvements; and

WHEREAS, the Parties contemplate that the Developer will construct and fund the Improvements subject to reimbursement from impact fees collected from within the Property, as further described in this Agreement; and

WHEREAS, on July 26, 2018, the Town approved Ordinance No. 18-0726 amending the applicable zoning on the Property (the "Zoning Ordinance"); and

WHEREAS, the Parties acknowledge that the Property shall be developed in accordance with the Zoning Ordinance; and

WHEREAS, the Town Council has determined that this Agreement complies in all respects with the Zoning Ordinance.

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

ARTICLE II. **IMPROVEMENTS**

Section 2.01 Water Improvements.

(a) The Developer agrees to construct the water improvements described on **Exhibit B** (the "Water Improvements") at the time of development of the first phase of the Property. The Water Improvements are included on the Town's CIP, and the Town agrees to reimburse the Developer for such construction in accordance with Section 2.03 of this Agreement.

(b) The Developer shall dedicate, at no cost to the Town, all on-site easements necessary for the Water Improvements. The form of easements shall be mutually approved by the Parties.

(c) The Water Improvements will require an off-site water easement. The Developer will use commercially reasonable efforts to acquire the necessary easement; however, if the Developer is unable to acquire the easement, the Developer shall give the Town at least 180 days written notice that the Developer will be proceeding with construction of the Water Improvements that require the off-site water easement. Prior to providing such notice, the Developer shall provide to the Town a legal description for the necessary off-site water easement. The Developer shall be responsible for the cost of engineering and survey work required to produce the legal description. The Town shall use its best efforts to acquire the off-site water easement within such 180-day notice period through a negotiated purchase and, to the extent necessary, through condemnation.

Section 2.02 Roadways.

(a) The Developer shall construct the Cleveland Gibbs Road paving and drainage improvements described on **Exhibit C** (the "Roadway Improvements"). The Town agrees to reimburse the Developer for the construction of the Roadway Improvements in accordance with Section 2.03 of this Agreement. The timing of construction of the Roadway Improvements shall be determined by the TIA, and construction of the Roadway Improvements shall not be required any sooner than approval of a final plat for a portion of the Property adjacent to the roadway. The estimated costs described on **Exhibit C** are only estimates and shall not serve as a cap on the Developer's reimbursement under Section 2.03.

(b) The Developer shall also dedicate approximately 6.5 acres of right-of-way for Cleveland Gibbs Road as depicted on **Exhibit C**. The form of right-of-way easements shall be mutually approved by the Parties.

(c) If the Roadway Improvements require any off-site right-of-way to be obtained, the Developer will use commercially reasonable efforts to acquire the necessary right-of-way easements; however, if the Developer is unable to acquire the easements, the Developer shall give the Town at least 180 days written notice that the Developer will be proceeding with construction of the Roadway Improvements that require additional right-of-way. Prior to providing such notice,

the Developer shall provide to the Town a legal description for the necessary right-of-way. The Developer shall be responsible for the cost of engineering and survey work required to produce the legal description. The Town shall use its best efforts to acquire the off-site right-of-way within such 180-day notice period through a negotiated purchase and, to the extent necessary, through condemnation.

Section 2.03 Reimbursement. The Town and the Developer hereby enter into a Texas Local Government Code Chapter 380 agreement to compensate the Developer for the construction of the Water Improvements and the Roadway Improvements. The Town agrees to grant 50 percent of all water impact fees collected from the Property to the Developer until the Developer has been fully reimbursed for 100 percent of the cost to design and construct the Water Improvements. The Town agrees to grant 75 percent of all roadway impact fees collected from the Property to the Developer until the Developer has been fully reimbursed for 100 percent of the cost to construct and design the Roadway Improvements. Commencing on the effective date specified in Section 3.01, water and roadway impact fees that are dedicated to the reimbursement of the Developer under this Section 2.03 shall be deposited into a segregated fund of the Town and reserved for the sole purpose of meeting the Town's reimbursement obligations under this Section 2.03 until such obligations are fully satisfied following the Developer's construction of the Improvements. Following the completion and acceptance of the Water Improvements and Roadway Improvements, grant payments required by this Section 2.03 will be made by the Town to the Developer on a quarterly basis within thirty (30) days following each March 31, June 30, September 30 and December 31, until the payment obligations in this Section 2.03 have been satisfied.

Section 2.04 Dedication, Ownership and Maintenance of Improvements. The Developer or the District shall dedicate all Improvements to the Town upon Town approval of the Improvements.

ARTICLE III.

EFFECTIVE DATE AND TERM OF AGREEMENT

Section 3.01 Effective Date. This Agreement is effective on August 9, 2018.

Section 3.02 Term. The term of this Agreement will be 25 years commencing on the Effective Date or the date upon which all obligations in Section 2.01, Section 2.02 and Section 2.03 herein are completed, whichever is earlier (the "Term").

ARTICLE IV.

EVENTS OF DEFAULT; REMEDIES

Section 4.01 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

Section 4.02 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (a) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Developer A" based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (b) adversely affect or impair the current or future obligations of the Town to provide service to any portion of the Property; or
- (c) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (d) limit the Term.

ARTICLE V. **ASSIGNMENT AND ENCUMBRANCE**

Section 5.01 Assignment by the Developer. The Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with the Developer or that is the District. Each assignment shall be in writing executed by the Developer and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Provided that the successor Developer assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by the Developer shall release the Developer from any liability that resulted from an act or omission by the Developer that occurred prior to the effective

date of the assignment. The Developer shall maintain true and correct copies of all assignments made by the Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement.

Section 5.02 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Town under this Agreement, without the prior written approval of the Developer.

Section 5.03 Encumbrance by the Developer and Assignees. The Developer has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of their respective rights, title, or interest under this Agreement for the benefit of their respective lenders without the consent of, but with prompt written notice to, the Town, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor Developer through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

Section 5.04 Encumbrance by the Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without the Developer's prior written consent.

ARTICLE VI. **RELEASES, AND ESTOPPEL CERTIFICATES**

Section 6.01 Releases. From time to time upon written request of the Developer, the Mayor and Town Administrator, or designee of their choice, may execute, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met.

Section 6.02 Estoppel Certificates. From time to time upon written request of the Developer, the Mayor and the Town Administrator, or a designee of their choice, may execute a written estoppel certificate, subject to approval as to form by the Town Attorney, identifying any obligations of the Developer under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge

and belief of the Town, the Developer is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE VII.
ADDITIONAL PROVISIONS

Section 7.01 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

Section 7.02 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the Town:

Town of Northlake
Attn: Mayor
1400 FM 1407
Northlake, Texas 76247
E-mail: mayor@town.northlake.tx.us
TEL: 940-648-3290
FAX: 940-648-0363

To the Developer:

D-F Pacific No. 2, Ltd.
Silverstone-Northlake, Ltd.
212 S. Palm Ave., 2nd Floor
Alhambra, California 91801
Email: robertyu801@gmail.com
Telephone: (626) 282-3100
FAX: (626) 282-6588

With a copy to:

Shupe Ventura, PLLC
Attn: Misty Ventura 9406 Biscayne Blvd.
Dallas, Texas 75218
E-mail: misty.ventura@svlandlaw.com
TEL: (214)328-1101
FAX: (800) 519-3768

Section 7.03 Reservation of Rights. THE DEVELOPER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY THE DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY PROVIDED THE TOWN REIMBURSES THE DEVELOPER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE DEVELOPER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND THE DEVELOPER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT THE DEVELOPER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS EXPRESSLY REQUIRED UNDER THIS AGREEMENT PROVIDED THE TOWN REIMBURSES THE DEVELOPER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

Section 7.04 Governmental Powers; Limited Waiver of Immunity. It is understood that by execution of this Agreement the Town does not waive or surrender any of its governmental powers, immunities, or rights, except as specifically waived pursuant to this Section 7.04. The Town waives its governmental immunity from suit and liability only as to any action brought by the Developer to pursue the remedies available under this Agreement and only to the extent necessary to pursue such remedies. Nothing in this Section 7.04 shall waive any claims, defenses, or immunities that the Town has with respect to suits against the Town by persons or entities not a party to this Agreement. The Town acknowledges that this Agreement constitutes a contract for goods and services subject to Texas Local Government Code Chapter 271, Subchapter I to the extent the Developer is providing a service to the Town pursuant to this Agreement.

Section 7.05 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. The Developer represents and warrants that this Agreement has been approved by appropriate action of the Developer, and that the individuals executing this Agreement on behalf of the Developer have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party.

Section 7.06 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Town, the Developer, and the Developer of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court

of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

Section 7.07 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County.

Section 7.08 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

Section 7.09 No Third Party Beneficiaries. This Agreement only inures to the benefit of, and may only be enforced by, the Parties and their permitted assignees. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

Section 7.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within three business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party(ies).

Section 7.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

Section 7.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

Section 7.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Depiction of the Property
Exhibit B	Description of Water Improvements
Exhibit C	Description of Roadway Improvements

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

TOWN OF NORTHLAKE

By: _____
Peter Dewing, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

DEVELOPER:

D-F PACIFIC NO. 2, LTD., a Texas limited partnership

By: D-F Pacific No. 2 GP, LLC, a Texas limited liability company, its general partner

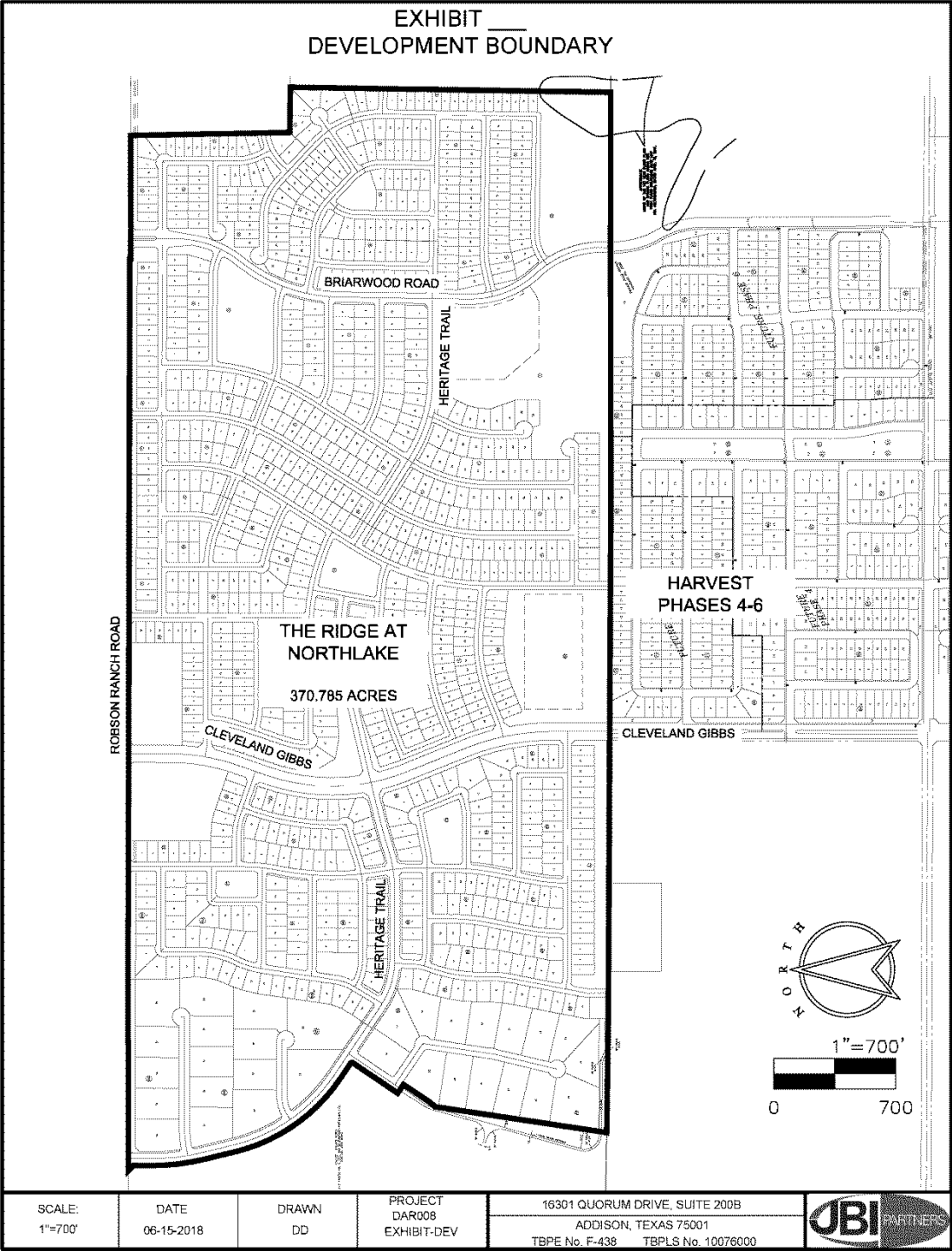
By: _____
Robert Yu, Manager

SILVERSTONE-NORTHLAKE LTD., a Texas limited partnership

By: D-F Pacific No. 2 GP, LLC, a Texas limited liability company, its general partner

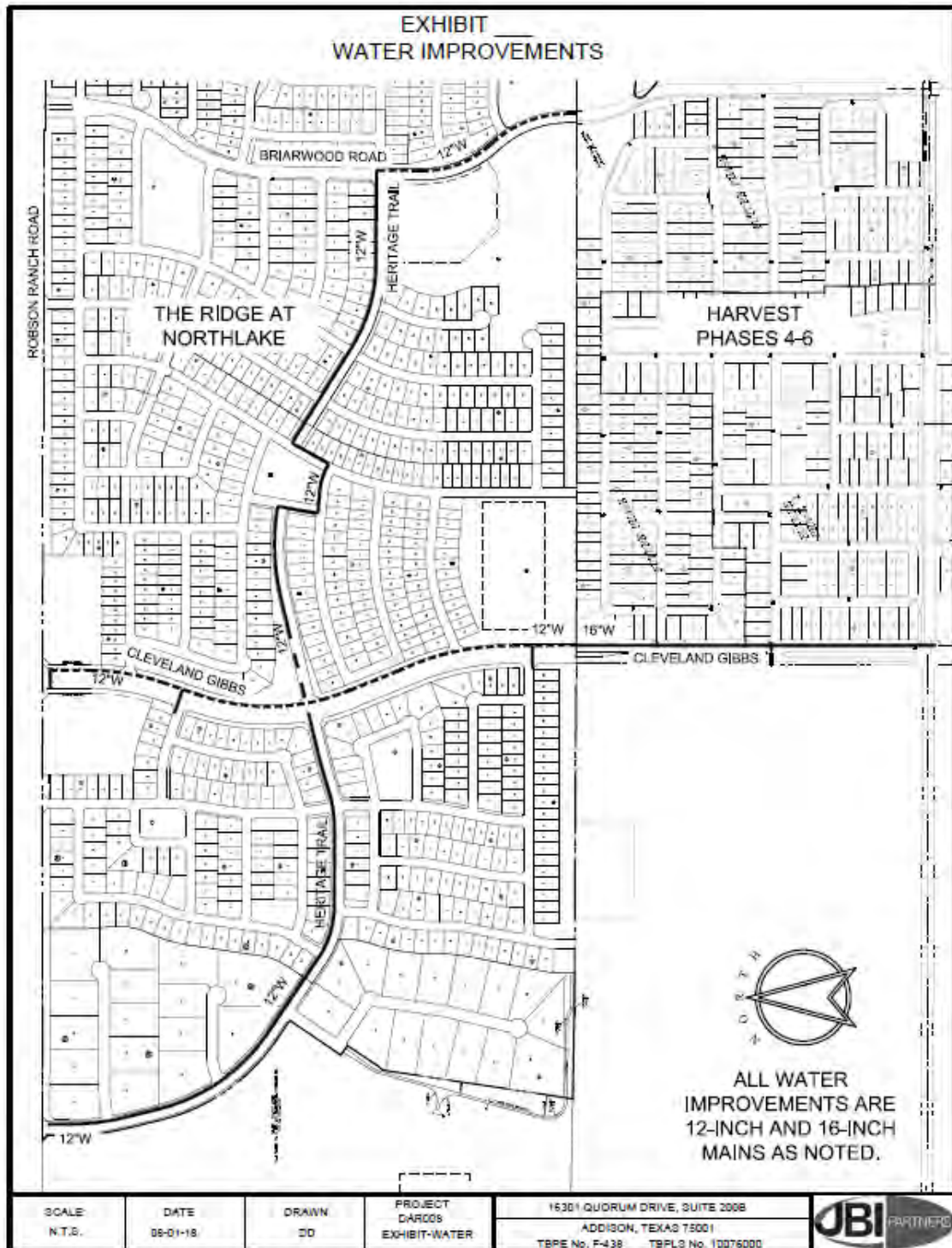
By: _____
Robert Yu, Manager

Exhibit A
Metes and Bounds Description of the Property



Drawing: H:\Projects\DAR008-Heritage Fields\dwg\Civil\DAR008-EXHIBIT DEV BOUNDARY.dwg Saved By: ddewey

Exhibit B **Description of Water Improvements**



Drawing: H:\Projects\Dar008-Heritage Fields\dwg\Civil\PRELIMINARY\Dar008-EXHIBIT WATER IMPROVEMENTS.dwg Saved By: ddewey

ENGINEER'S ESTIMATE OF CONSTRUCTION COST
HERITAGE FIELDS, PHASE 1
TOWN OF NORTHLAKE, TEXAS
JBI PROJECT NO. DAR008
August 1, 2018

A. CLEVELAND GIBBS ROAD 16-INCH WATER

Offsite from South Property Line to Old Justin Road in Harvest

Item	Description	Quantity	Unit	Unit Price	Total
1.	16" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	1,785	LF	\$65.00	\$116,025
2.	8" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	40	LF	\$26.00	\$1,040
3.	16" gate valve	6	EA	\$7,500.00	\$45,000
4.	8" gate Valve	2	EA	\$1,150.00	\$2,300
5.	6" gate valve	4	EA	\$850.00	\$3,400
6.	Combination air release valve on 12" line	1	EA	\$4,500.00	\$4,500
7.	Fire hydrant	4	EA	\$3,450.00	\$13,800
8.	Fittings	0.63	TON	\$5,000.00	\$3,150
9.	Connect to existing 16" pipe	1	EA	\$1,000.00	\$1,000
10.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth	1,785	LF	\$0.10	\$179
11.	All testing, including density, compaction and materials testing, as required by the governing authority	1,785	LF	\$2.75	\$4,909
12.	Maintenance bond in accordance with Town standards	1	LS	\$1,953.02	\$1,953
13.	Engineering/surveying	1	LS	\$23,436.27	\$23,436
14.	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$2,453.02	\$2,453
15.	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$7,812.09	\$7,812
16.	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$1,953.02	\$1,953
17.	10% Contingency	1	LS	\$19,530.23	\$19,530
Total Offsite Water Improvements Cleveland Gibbs Road					\$220,692

CLEVELAND GIBBS ROAD 12-INCH WATER

Onsite Water

Item	Description	Quantity	Unit	Unit Price	Total
18.	12" diameter PVC pipe including trench, embedment, backfill, compaction	2,546	LF	\$36.00	\$91,656
19.	8" diameter PVC pipe including trench, embedment, backfill, compaction	311	LF	\$26.00	\$8,086
20.	12" gate valve	17	EA	\$2,150.00	\$36,550
21.	8" gate valve	6	EA	\$1,150.00	\$6,900
22.	6" gate valve	13	EA	\$850.00	\$11,050
23.	Automatic air release valve on 12" line	1	EA	\$4,500.00	\$4,500
24.	Fire hydrant	13	EA	\$3,450.00	\$44,850
25.	Fittings	2.857	TON	\$5,000.00	\$14,285
26.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth	2,857	LF	\$0.10	\$286
27.	All testing, including density, compaction and materials testing, as required by the governing authority	2,857	LF	\$2.75	\$7,857
28.	Maintenance bond in accordance with Town standards	1	LS	\$1,343.63	\$1,344
29.	Engineering/surveying	1	LS	\$27,122.33	\$27,122
30.	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$2,760.19	\$2,760
31.	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$9,040.78	\$9,041
32.	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$2,260.19	\$2,260
33.	10% Contingency	1	LS	\$22,601.95	\$22,602
Total Onsite Water Improvements Cleveland Gibbs Road					\$227,363
Total Water Improvements Cleveland Gibbs Road					\$448,055

ENGINEER'S ESTIMATE OF CONSTRUCTION COST
HERITAGE FIELDS, PHASE 1
TOWN OF NORTHLAKE, TEXAS
JBI PROJECT NO. DAR008

August 1, 2018

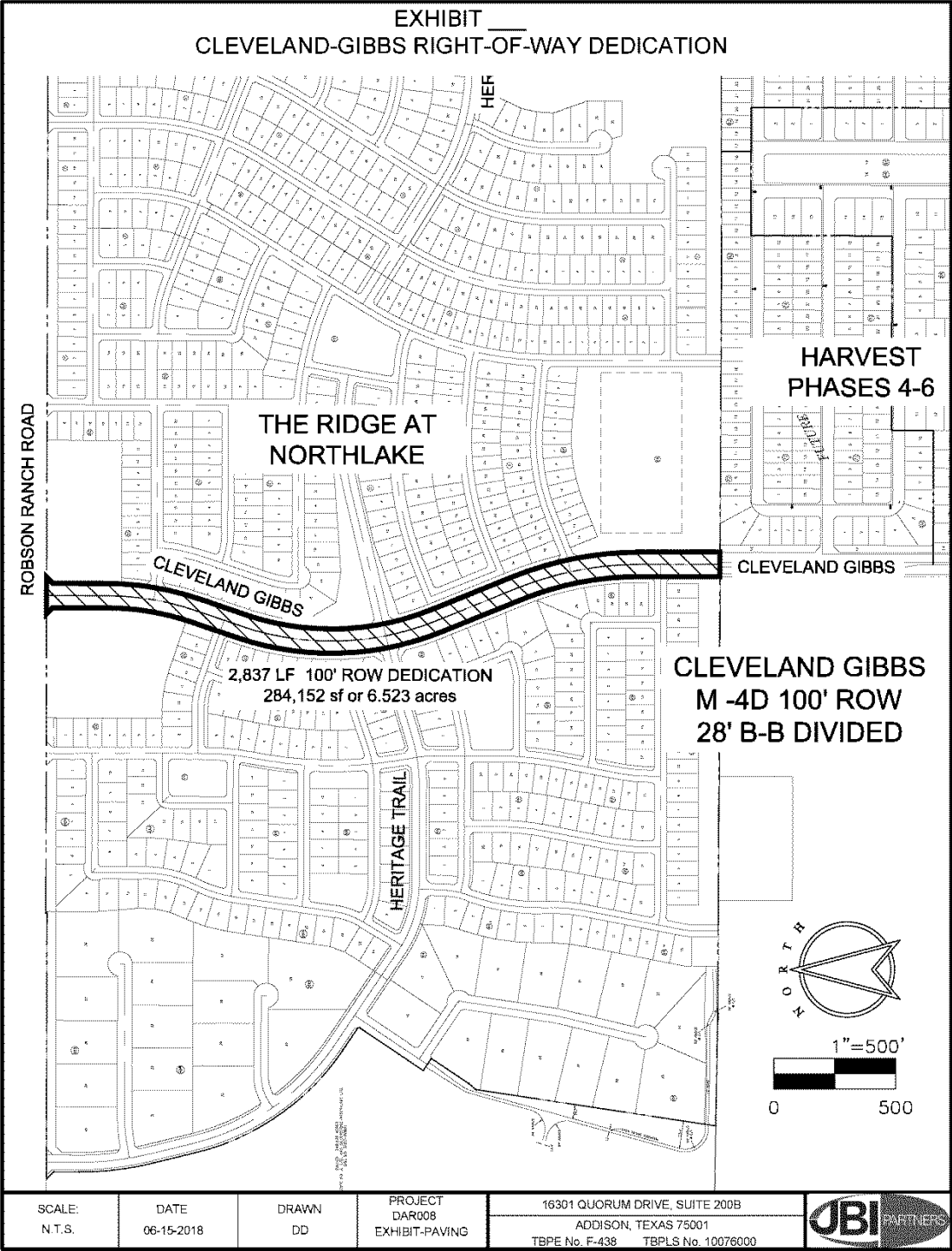
B. HERITAGE PARKWAY 12-INCH WATER
Robson Ranch Road to Briarwood Road

Item	Description	Quantity	Unit	Unit Price	Total
1.	12" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	6,164	LF	\$36.00	\$221,904
2.	8" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	150	LF	\$26.00	\$3,900
3.	12" gate valve	21	EA	\$2,150.00	\$45,150
4.	8" gate Valve	15	EA	\$1,150.00	\$17,250
5.	6" gate valve	18	EA	\$850.00	\$15,300
6.	Combination air release valve on 12" line	3	EA	\$4,500.00	\$13,500
7.	Fire hydrant	18	EA	\$3,450.00	\$62,100
8.	Fittings	6,314	TON	\$5,000.00	\$31,570
9.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth	6,314	LF	\$0.10	\$631
10.	All testing, including density, compaction and materials testing, as required by the governing authority	6,314	LF	\$2.75	\$17,364
11.	Maintenance bond in accordance with Town standards	1	LS	\$4,286.69	\$4,287
12.	Engineering/surveying	1	LS	\$51,440.27	\$51,440
13.	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$4,786.69	\$4,787
14.	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$17,146.76	\$17,147
15.	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$4,286.69	\$4,287
16.	10% Contingency	1	LS	\$42,866.89	\$42,867
Total Offsite Water Improvements Heritage Parkway					\$484,396

C. BRIARWOOD ROAD 12-INCH WATER (FROM HERITAGE PARKWAY TO SOUTH PL)

Item	Description	Quantity	Unit	Unit Price	Total
1.	12" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	1,115	LF	\$36.00	\$40,140
2.	8" diameter PVC pipe including trench, embedment, backfill, compaction, and any/all necessary clearing and grubbing	20	LF	\$26.00	\$520
3.	12" gate valve	3	EA	\$2,150.00	\$6,450
4.	8" gate Valve	2	EA	\$1,150.00	\$2,300
5.	6" gate valve	2	EA	\$850.00	\$1,700
6.	Combination air release valve on 12" line	2	EA	\$4,500.00	\$9,000
7.	Fire hydrant	18	EA	\$3,450.00	\$62,100
8.	Fittings	1,135	TON	\$5,000.00	\$5,675
9.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth	1,135	LF	\$0.10	\$114
10.	All testing, including density, compaction and materials testing, as required by the governing authority	1,135	LF	\$2.75	\$3,121
11.	Maintenance bond in accordance with Town standards	1	LS	\$1,311.20	\$1,311
12.	Engineering/surveying	1	LS	\$15,734.37	\$15,734
13.	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$1,811.20	\$1,811
14.	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$5,244.79	\$5,245
15.	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$1,311.20	\$1,311
16.	10% Contingency	1	LS	\$13,111.98	\$13,112
Total Offsite Water Improvements Briarwood Road					\$148,165

Exhibit C
Description of Roadway Improvements



Drawing: H:\Projects\ DAR008-Heritage Fields\dwg\Civil\ DAR008-EXHIBIT ROW.dwg Saved By: ddewey

ENGINEER'S ESTIMATE OF CONSTRUCTION COST
HERITAGE FIELDS, PHASE 1
TOWN OF NORTHLAKE, TEXAS
JBI PROJECT NO. DAR008
June 15, 2018

A. CLEVELAND GIBBS ROAD (2,837 LF - 4 LANE DIVIDED 28' B-B, 100'ROW)
Paving

Item	Description	Quantity	Unit	Unit Price	Total
1	8"-3600 PSI concrete street pavement (25' B-B, 21' median)	20,750	SY	\$44.00	\$913,000
2	6" (36lbs./sy) lime stabilized subgrade	23,865	SY	\$2.95	\$70,402
3	36#/SY hydrated lime material (Residential & Collector)	430	TN	\$155.00	\$66,583
4	Connect to existing road (Robson Ranch Road)	177	LF	\$10.00	\$1,770
5	Brick Median Pavers	916	SF	\$15.00	\$13,740
6	Concrete header	180	LF	\$10.00	\$1,800
7	Temporary barricade	258	LF	\$55.00	\$14,190
8	Street post	6	EA	\$350.00	\$2,100
9	Street name blade	12	EA	\$95.00	\$1,140
10	30" Stop sign	1	EA	\$100.00	\$100
11	Barrier free ramps	14	EA	\$1,450.00	\$20,300
12	Street Light Conduit	2837	LF	\$8.00	\$22,696
13	Street Lights	8	EA	\$4,000.00	\$32,000
14	Median and Parkway Irrigation	71,880	SF	\$1.00	\$71,880
15	Striping	5674	LF	\$10.00	\$56,740
16	Testing	55,717	SY	\$0.95	\$52,931
17	Maintenance bond	1	LS	\$13,413.72	\$13,414
18	Engineering/surveying	1	LS	\$160,964.67	\$160,965
19	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$13,913.72	\$13,914
20	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$53,654.89	\$53,655
21	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$13,413.72	\$13,414
22	10% Contingency	1	LS	\$134,137.23	\$134,137
Total Paving Improvements Cleveland Gibbs Road					\$1,730,870

CLEVELAND GIBBS ROAD (2,837 LF - 4 LANE DIVIDED 28' B-B, 100'ROW)
Storm Drainage

Item	Description	Quantity	Unit	Unit Price	Total
1	8'x5' RCB	195	LF	\$430.00	\$83,850
2	7'x5' RCB	481	LF	\$396.00	\$190,476
3	6'x4' RCB	1,363	LF	\$330.00	\$449,790
4	54" RCP	129	LF	\$185.00	\$23,865
5	48" RCP	117	LF	\$155.00	\$18,135
6	42" RCP	288	LF	\$125.00	\$36,000
7	36" RCP	105	LF	\$95.00	\$9,975
8	33" RCP	0	LF	\$85.00	\$0
9	30" RCP	493	LF	\$75.00	\$36,975
10	27" RCP	0	LF	\$65.00	\$0
11	24" RCP	1,414	LF	\$58.00	\$82,012
12	18" RCP	0	LF	\$45.00	\$0
13	5'x5' drop inlet	4	EA	\$5,500.00	\$22,000
14	4'x4' drop inlet	3	EA	\$3,850.00	\$11,550
15	10' recessed curb inlet (on thoroughfare)	8	EA	\$4,250.00	\$34,000
16	10' Curb inlet	0	EA	\$4,000.00	\$0
17	Inlet protection (2 stages)	15	EA	\$175.00	\$2,625
18	Storm manhole	1	EA	\$4,000.00	\$4,000
19	Junction box	5	EA	\$10,500.00	\$52,500
20	Type SW-0 Headwall at RCB	1	EA	\$8,500.00	\$8,500
21	Rock rip rap or Flexamat Erosion Protection	560	SY	\$75.00	\$42,000
22	Grade to drain	650	LF	\$9.50	\$6,175
23	Trench safety	4,585	LF	\$0.10	\$459
24	Testing	4,585	LF	\$1.75	\$8,024
25	Maintenance bond	1	LS	\$11,229.10	\$11,229
26	Engineering/surveying	1	LS	\$14,913.87	\$14,914
27	Public Facilities Plan Review Fees (\$500 + 1% CONSTRUCTION)	1	LS	\$11,729.10	\$11,729
28	Public Facilities Inspection Fees (4% Actual Construction Cost)	1	LS	\$4,971.29	\$4,971
29	Administrative Processing Fees (1% Actual Construction Cost)	1	LS	\$11,229.10	\$11,229
30	10% Contingency	1	LS	\$112,291.03	\$112,291
TOTAL STORM DRAINAGE IMPROVEMENTS CLEVELAND GIBBS					\$1,289,274
TOTAL PAVING AND STORM DRAINAGE IMPROVEMENTS CLEVELAND GIBBS					\$3,020,144

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 9, 2018
Re: Preliminary Plat for The Ridge at Northlake (PP-18-002)

Purpose: To consider approval of a Preliminary Plat of The Ridge at Northlake, a proposed mixed-use development consisting of 1,038 single-family residential lots, 66 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: DF Pacific No. 2 Ltd.

Engineer/Surveyor: JBI Partners Inc.

Background: The site is primarily undeveloped and currently used for agricultural purposes, but it does contain a home with several ancillary structures and three gas well pad sites. A mixed-use planned development (MPD) zoning plan for development of the site as Heritage Fields 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 for up to 1,205 residential lots 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).

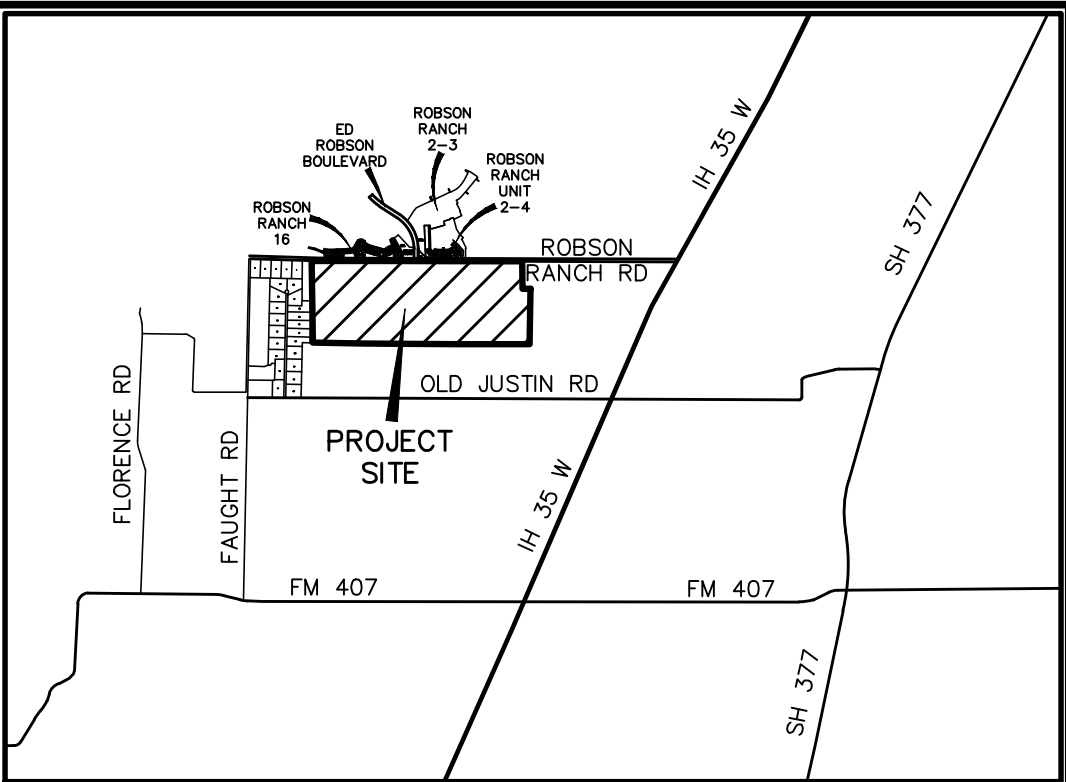
Since the initial MPD approval a preliminary plat has been approved as well as a boundary adjustment along the western boundary of the planned development and most recently an amendment to the MPD for revisions to the development concept, including a rebranding to The Ridge at Northlake. The MPD calls for a maximum of 1,115 single-family residential lots with a mix of lot sizes from 6,000 square feet up to 1 acre. It also calls for at least 37.75 acres of open space (13.5% of zoning tracts SF-1 through SF-4) and approximately 9 acres of commercial at the future intersection of Cleveland-Gibbs Road and Robson Ranch Road. A preliminary plat for Phases 1-5 of Heritage Fields was approved by Town Council on April 14, 2016, but due to changes in how the drainage was planned to be handled, the applicant submitted a revised preliminary plat with the addition of the one-acre lot Phase 6, which was approved by the Town Council on October 12, 2017. Finally, this preliminary plat was submitted to comply with the MPD amendment approved by Town Council on July 26, 2018.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with the requirements of the Unified Development Code (UDC). The preliminary plat covers 370.785 acres of the total 454.6 contiguous acres under the same ownership in Northlake. It does not include the far western

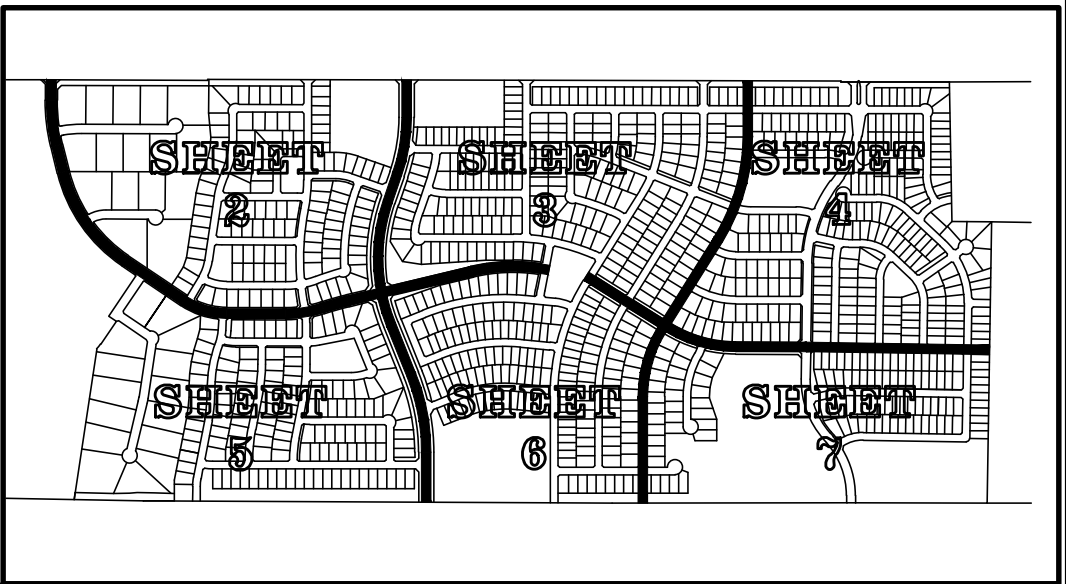
portion of the property zoned RR. The preliminary plat is comprised of 1,038 single-family residential lots (77 less than the maximum allowed by the amended MPD), 66 common area lots, and 2 commercial lots to be developed in six phases as identified on the phasing plan of the preliminary plat. Preliminary paving, drainage, water and sewer plans were also submitted with the preliminary plat for review. Staff has reviewed these plans and finds them acceptable for approval. The Preliminary Plat appears to meet all requirements of the UDC and the MPD zoning.

Staff Findings:

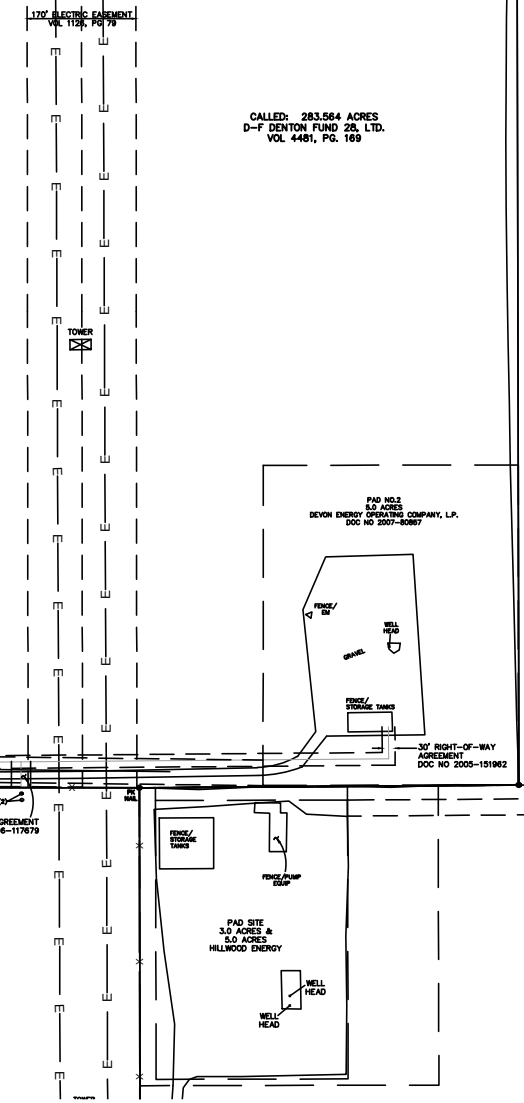
Staff finds the preliminary plat acceptable for approval as submitted.



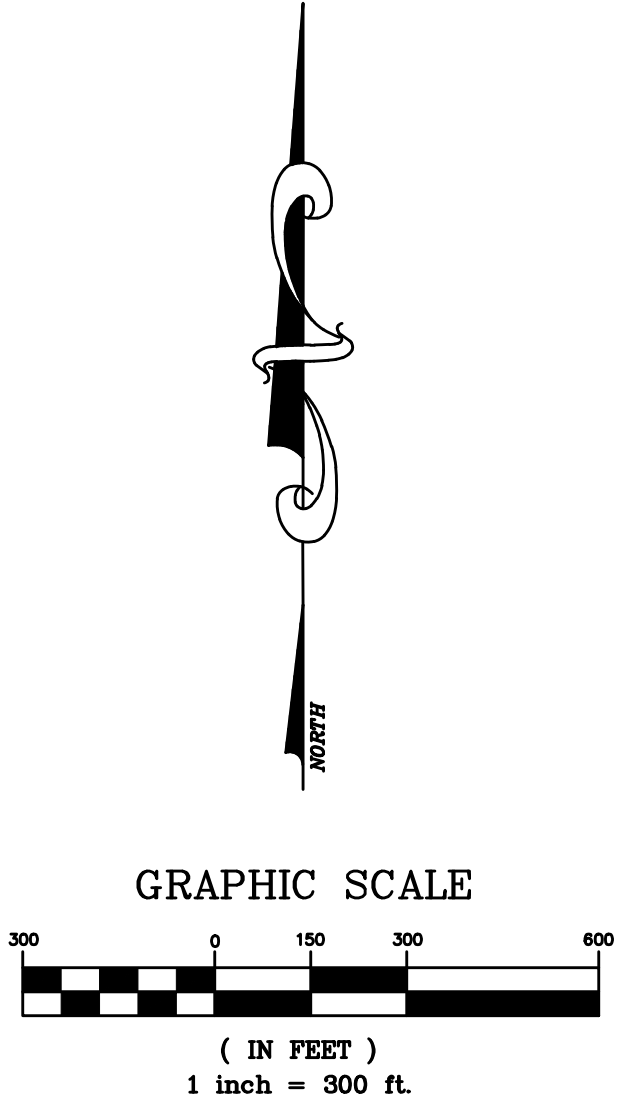
VICINITY MAP
SCALE: N.T.S.



INDEX MAP
SCALE: N.T.S.



PRELIMINARY PLAT PHASE SUMMARY							
	SF-50	SF-60	SF-70	1 ACRE	UNITS	ACREAGE	ESTIMATED COMPLETION
PHASE I	91	114	62	0	267	86.087	FALL 2018
PHASE II	111	61	39	0	211	65.534	FALL 2020
PHASE III	72	114	0	0	186	51.778	FALL 2022
PHASE IV	62	95	67	0	224	76.250	FALL 2024
PHASE V	0	47	72	0	119	36.651	FALL 2026
PHASE VI	0	0	0	31	31	45.102	FALL 2028
COMMERCIAL	—	—	—	—	—	9.383	
TOTAL	336	431	240	31	1038	370.785	



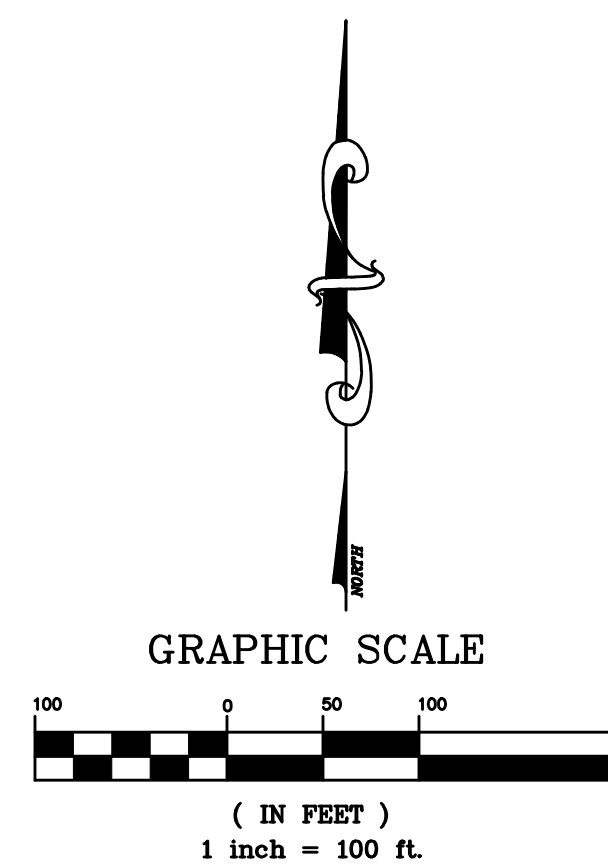
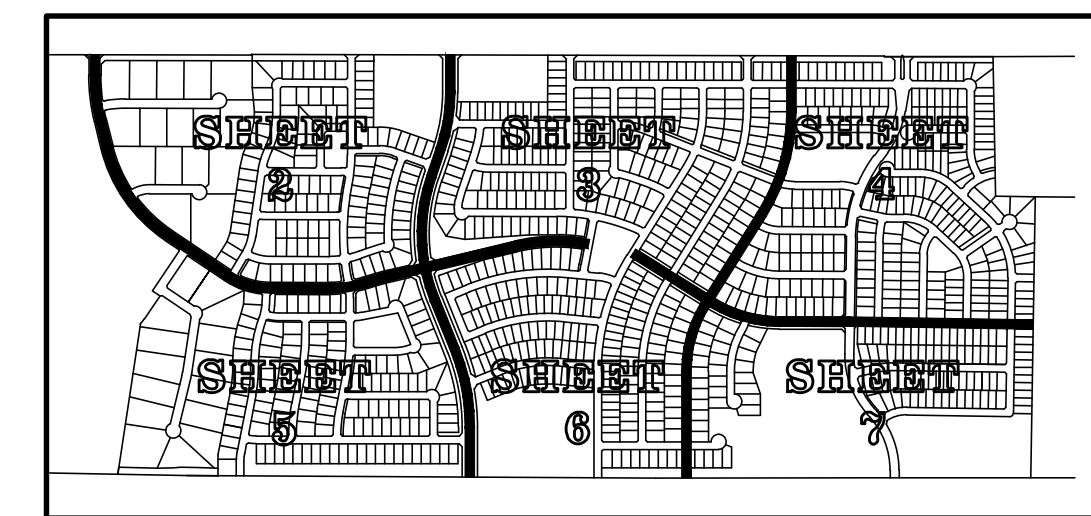
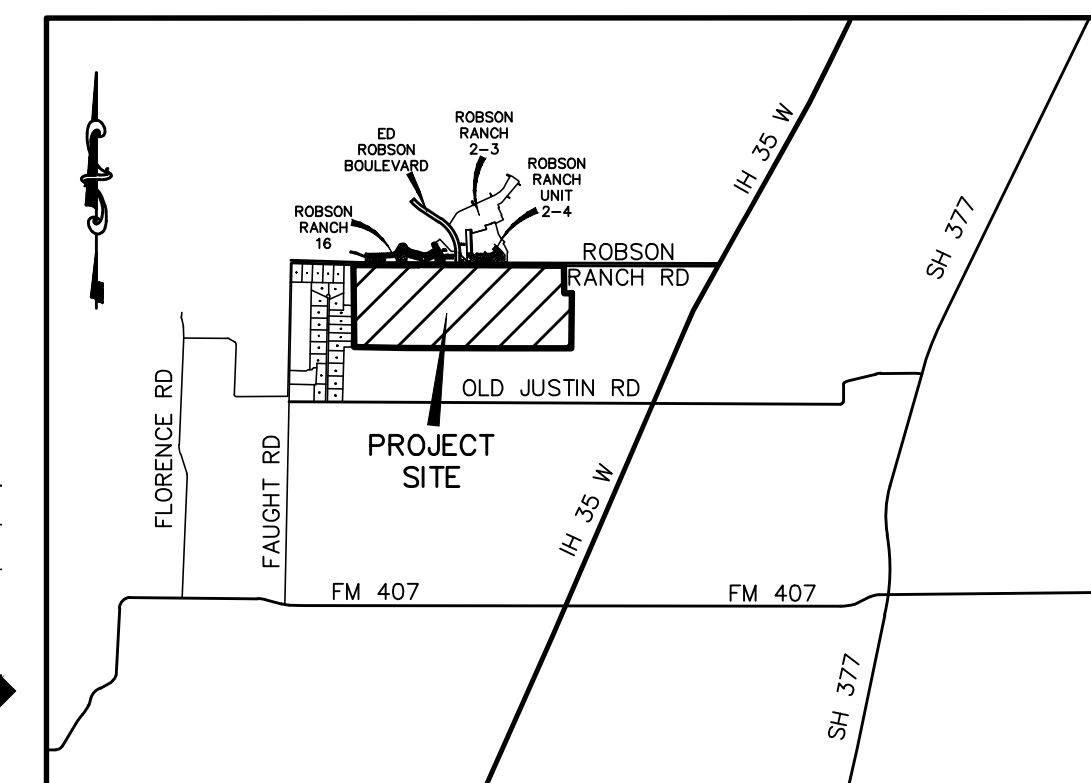
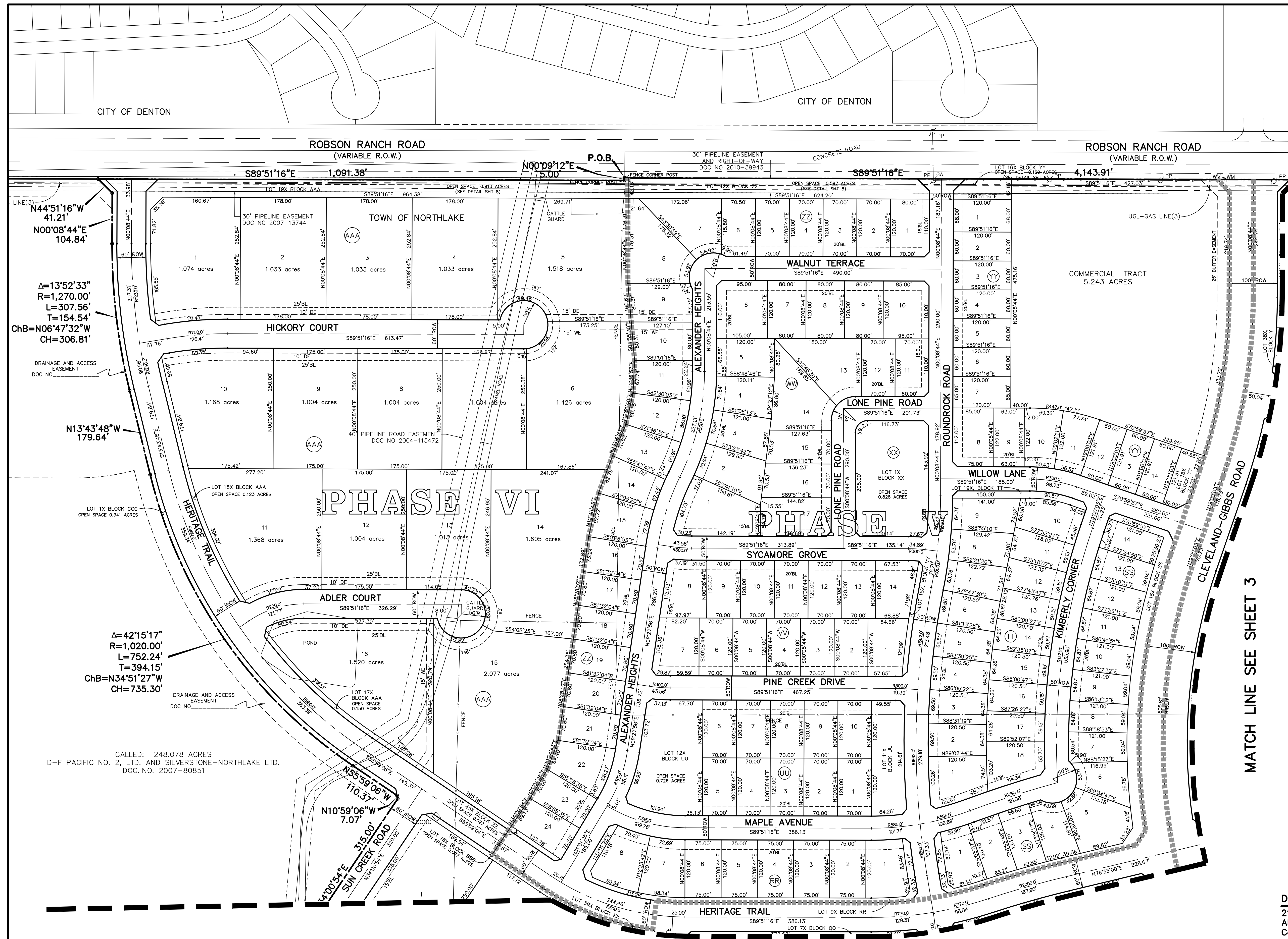
PRELIMINARY PLAT
THE RIDGE AT NORTHLAKE
1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD **OWNER/DEVELOPER**
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

JBI PARTNERS, INC. **SURVEYOR/ENGINEER**
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000



PRELIMINARY PLAT

THE RIDGE AT NORTHLAKE

1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER

212 South Palm Avenue, Suite 200
Alhambra, California 91801
Contact: Robert Yu

OWNER/DEVELOPER

(626) 282-8198

JB PARTNERS, INC. SURVEYOR/ENGINEER

16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

WEYOR/ENGINEER

(972)248-7676

Revised: AUGUST 02, 2018
Submitted: JUNE 29, 2018

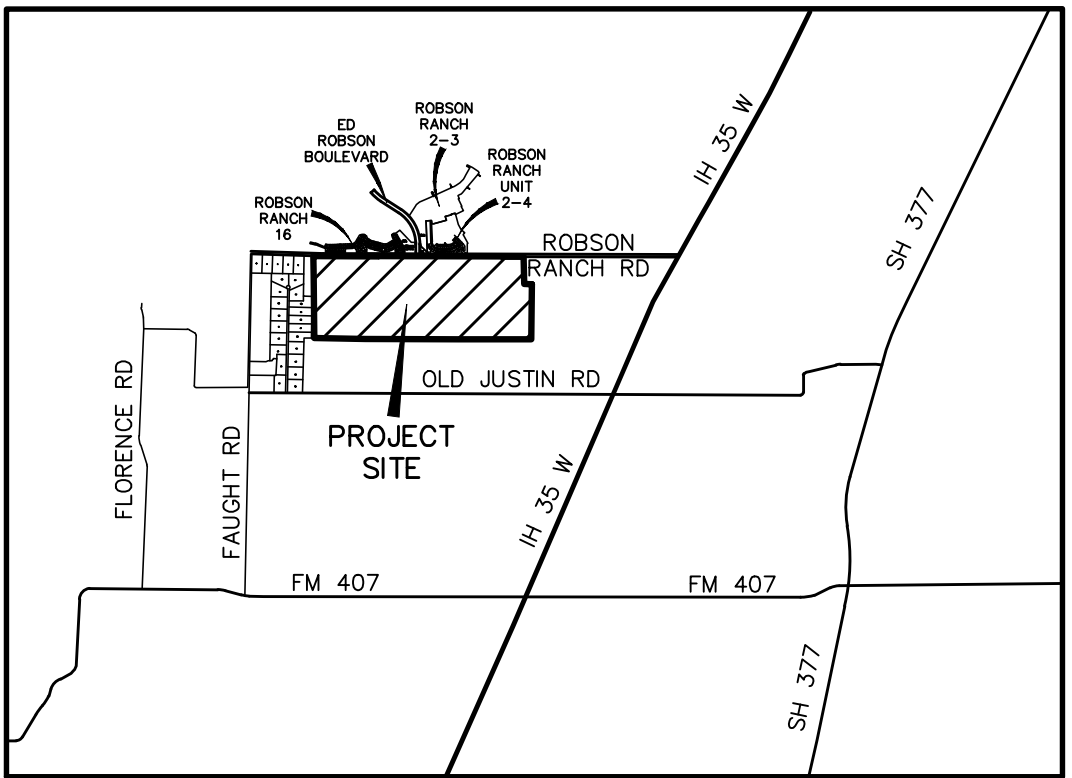
Sheet 2 of 10

Drawing: H:\Projects\DAR008-Heritage Fields\dwg\Survey\xDAR008-ppt.dwg Saved By: astout Save Time: 8/2/2018 2:03 PM Plotted by: astout Plot Date: 8/2/2018 2:12 PM

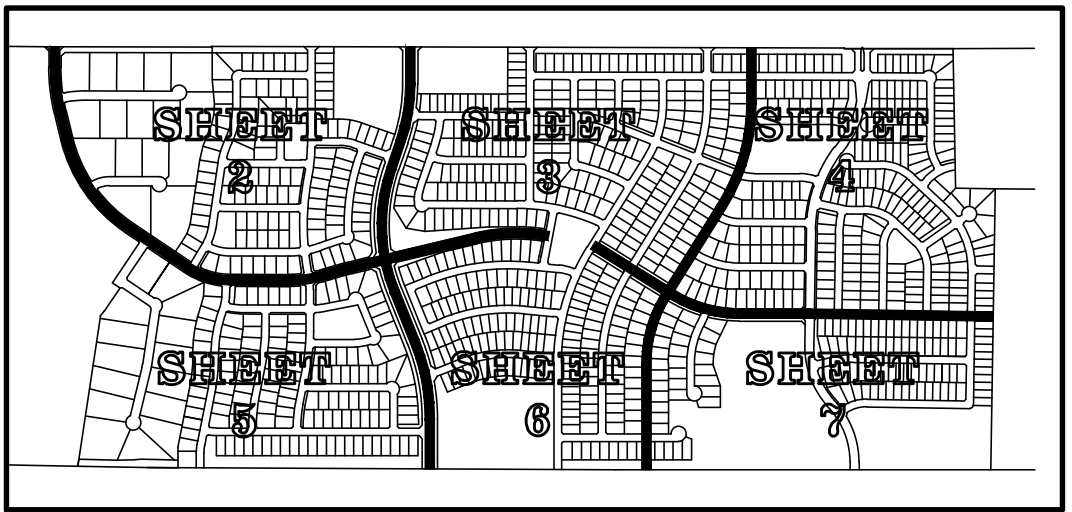
MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 4

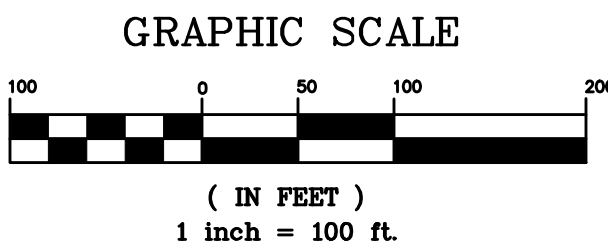
MATCH LINE SEE SHEET 6



VICINITY MAP (N.T.S.)



INDEX MAP (N.T.S.)



PRELIMINARY PLAT

THE RIDGE AT NORTHLAKE

1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD
212 South Palm Avenue, Suite 200
Alhambra, California 91801
Contact: Robert Yu

OWNER/DEVELOPER

(626) 282-8198

JBI PARTNERS, INC.
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

SURVEYOR/ENGINEER

(972)248-7676

Revised: AUGUST 02, 2018
Submitted: JUNE 29, 2018

Sheet 3 of 10

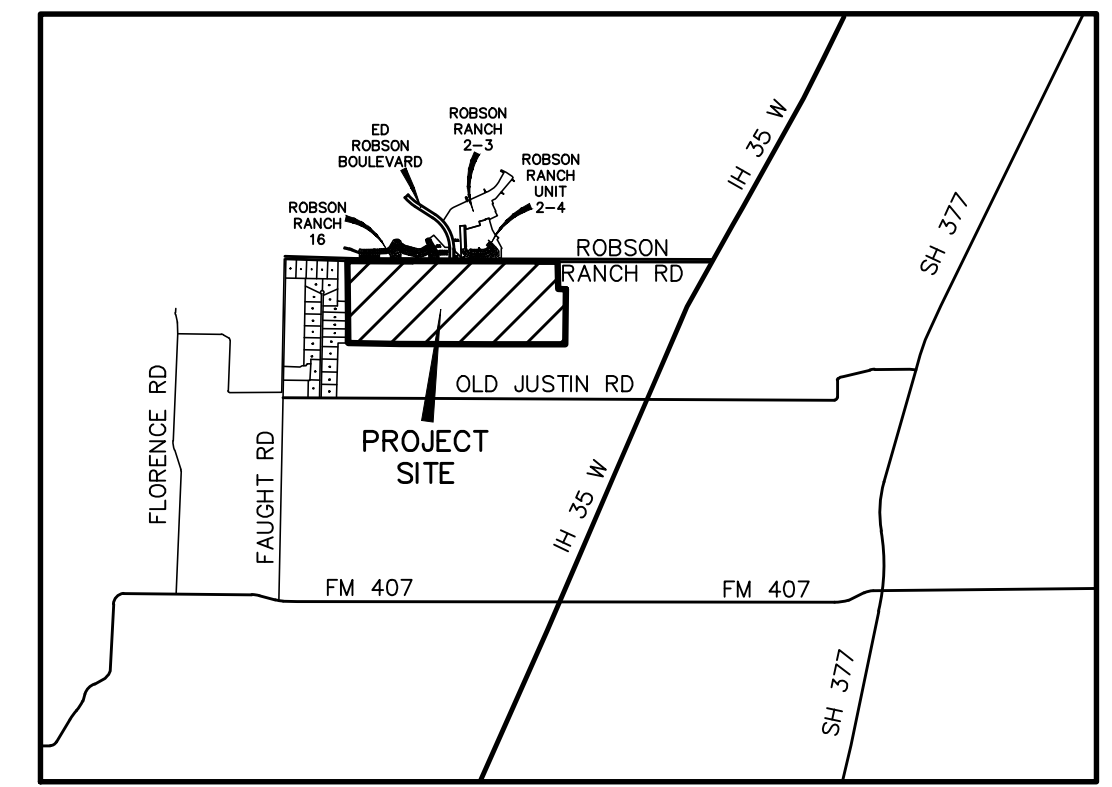
Plotted by: astout Plot Date: 8/2/2018 2:13 PM
Saved By: astout Save Time: 8/2/2018 2:03 PM
Drawing: H:\Projects\0AR008-Heritage Fields\dwg\Survey\0AR008-ppi.dwg

OF-WAY
91, PG 2113

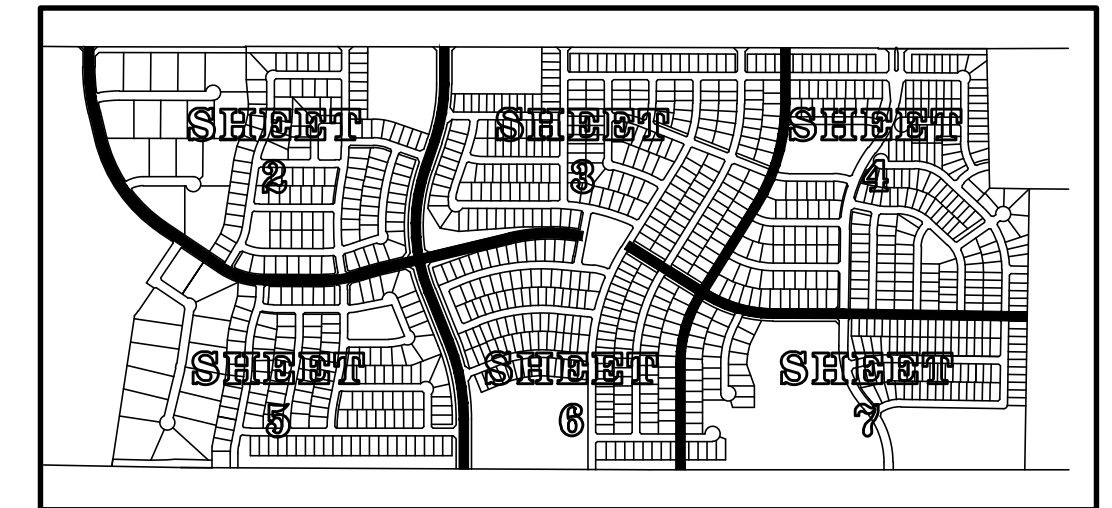
CALLED: 2426.81 ACRES
ROBSON DENTON DEVELOPMENT, LP
VOL 4373, PG 216

CITY OF DENTON

RIGHT-OF-WAY
VOL 4653, PG 986



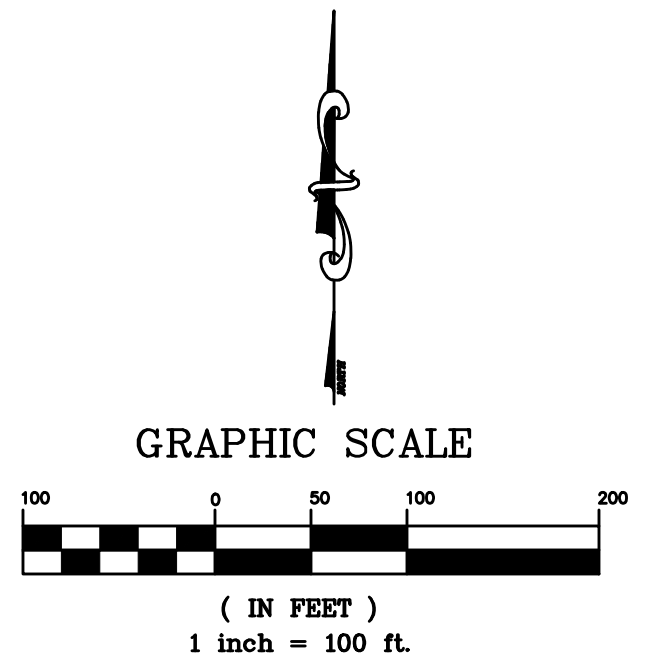
VICINITY MAP (N.T.S.)



INDEX MAP (N.T.S.)

CITY OF ARGYLE ETJ

CALLED: 283.564 ACRES
D-F DENTON FUND 28, LTD.
VOL 4481, PG 169



GRAPHIC SCALE

PRELIMINARY PLAT

THE RIDGE AT NORTHLAKE

1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

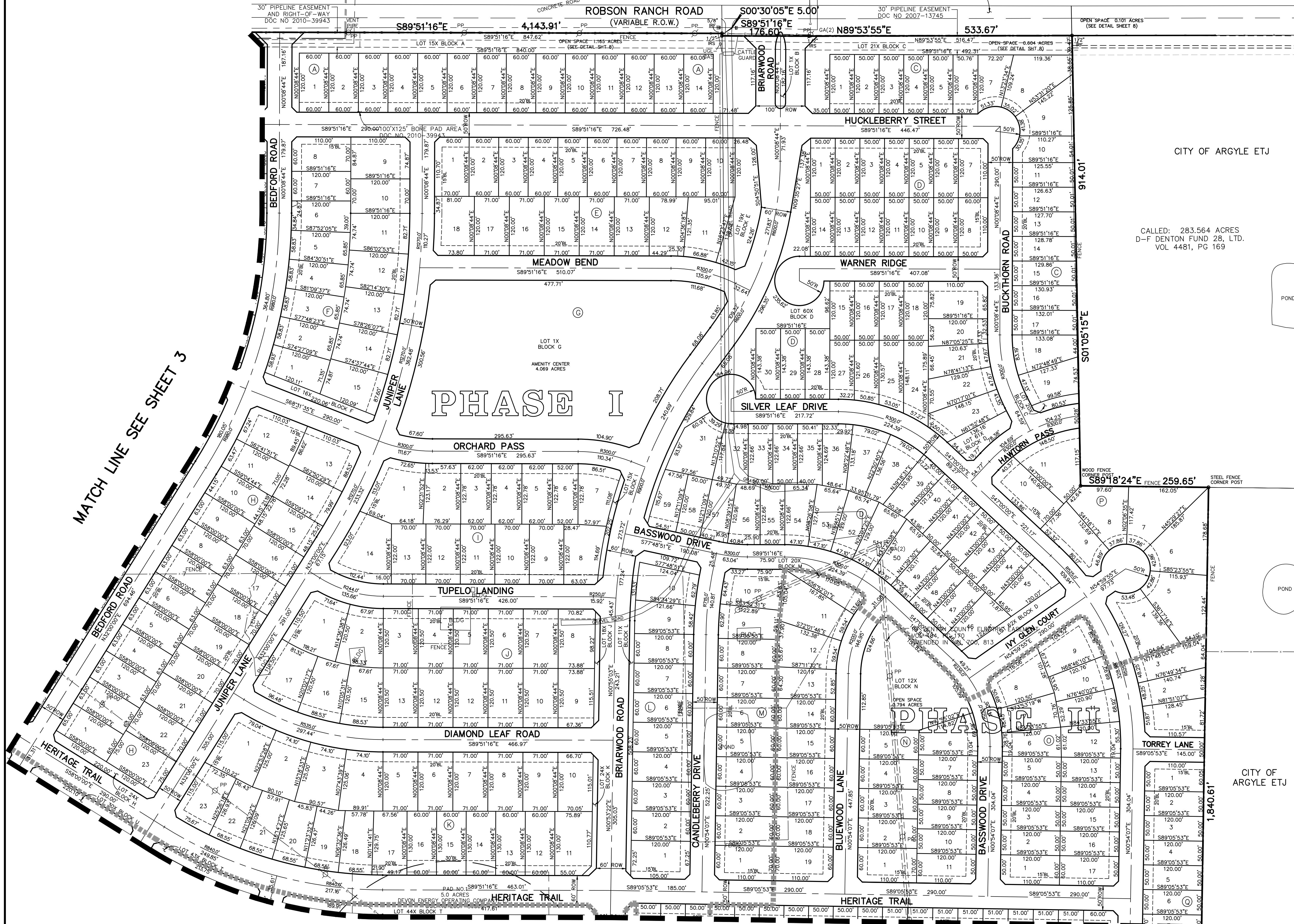
LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER
212 South Palm Avenue, Suite 200
Alhambra, California 91801
Contact: Robert Yu (626) 282-8198

JB PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Daniel Dewey, P.E. (972)248-7676
TBPE No. F-438 TBPLS No. 10076000

Revised: AUGUST 02, 2018
Submitted: JUNE 29, 2018

Sheet 4 of 10



MATCH LINE SEE SHEET 7

CALLED: 248.078 ACRES
 NO. 2, LTD. AND SILVERSTONE-NORTHLAKE LTD.
 DOC. NO. 2007-80851

MATCH LINE SEE SHEET 2

VICINITY MAP (N.T.S.)

INDEX MAP (N.T.S.)

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

PRELIMINARY PLAT

THE RIDGE AT NORTHLAKE

1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER

212 South Palm Avenue, Suite 200
Alhambra, California 91801
Contact: Robert Yu

OWNER/DEVELOPER

626) 282-8198

JBI PARTNERS, INC. SURVEYOR/ENGINEER

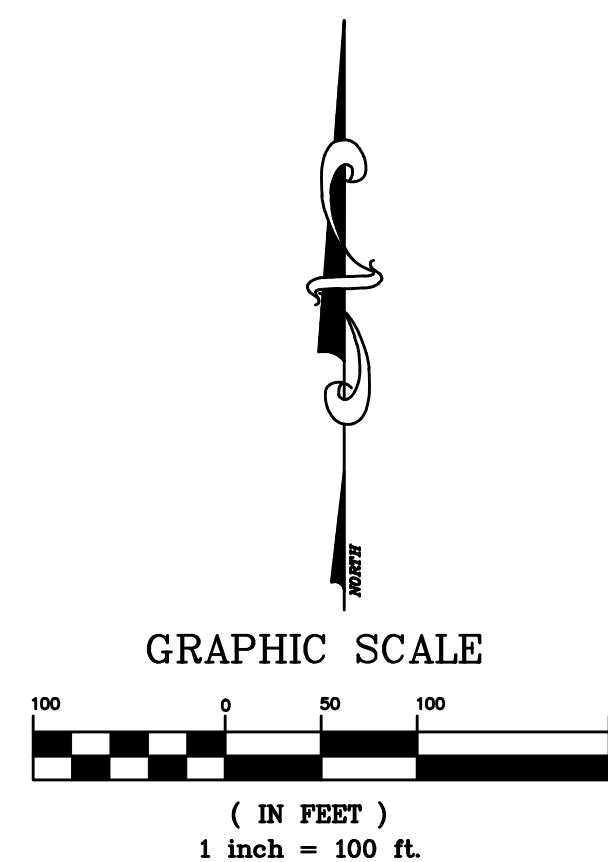
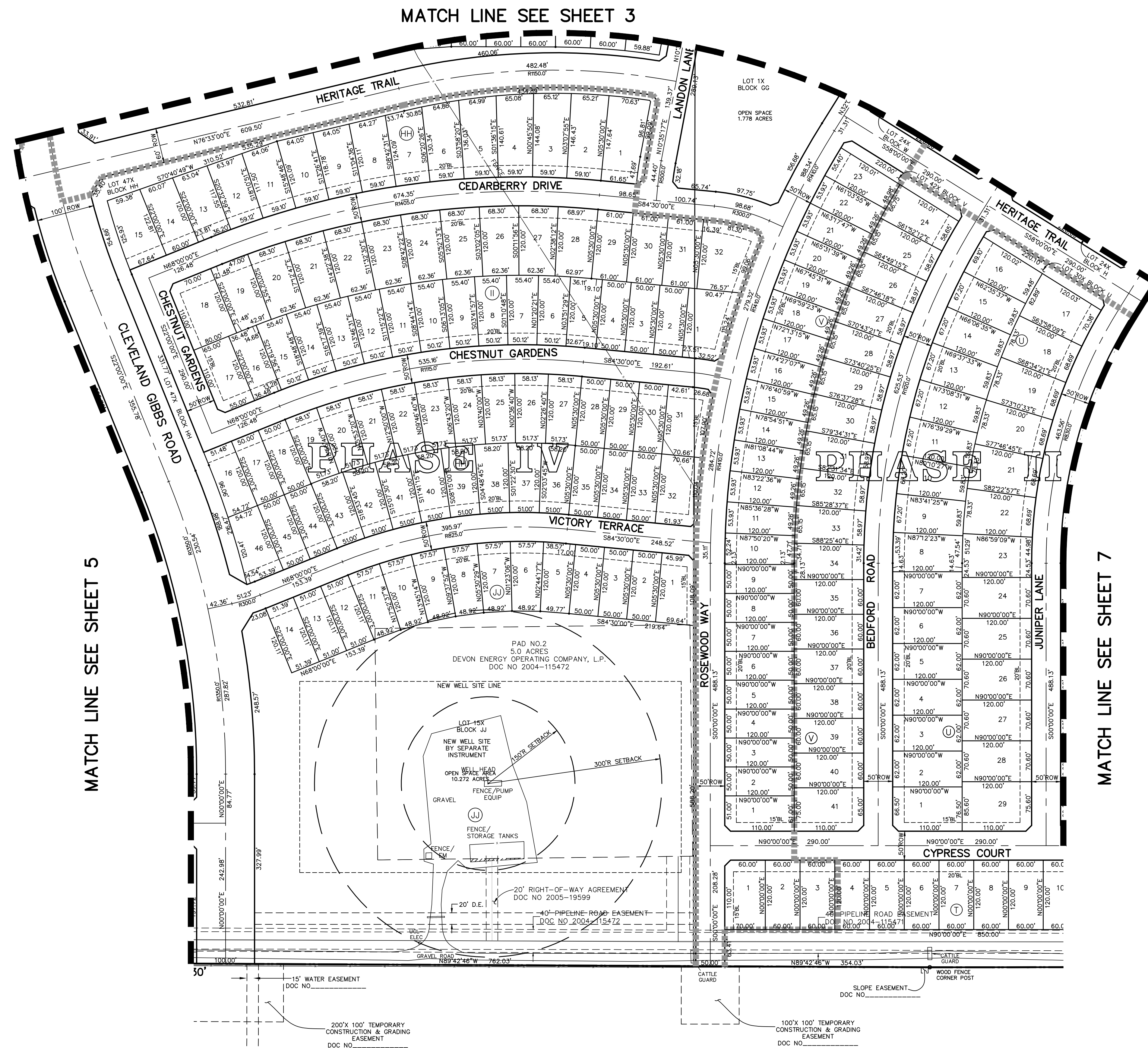
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

(972)248-7676

Revised: AUGUST 02, 2018
Submitted: JUNE 29, 2018

Sheet 5 of 10

Drawing: H: \Projects\ DAR008--Heritage Fields\dwg\Survey\ xDAR008--ppt.dwg Saved By: astout Save Time: 8/2/2018 2:03 PM Plotted by: astout Plot Date: 8/2/2018 2:14 PM



LEGAL DESCRIPTION

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, 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:

BEGINNING at a steel fence corner post found in the north line of said 248.078 acre tract of land, said point being in the south right-of-way line of Robson Ranch Road (a variable wide right-of-way);

THENCE along the south line of Robson Ranch Road as follows:
South 89 degrees 51 minutes 16 seconds East, 4,143.91 feet to a five-eighths inch iron rod found in the north line of said 248.078 acre tract of land;
South 00 degrees 30 minutes 05 seconds East, at 5.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set (hereinafter called "iron rod set") for corner;
South 89 degrees 51 minutes 16 seconds East, 176.60 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 55 seconds East, 533.67 feet to a one-half inch iron rod found in the east line of said 248.001 acre tract of land, said point being in the west line of a called 283.564 acre tract of land described in a special warranty deed to D-F Denton Fund 28, Ltd., as recorded in Volume 4481, Page 169, Deed Records of Denton County, Texas;

THENCE along the east line of said 248.001 acre tract of land and along the west line of said 283.564 acre tract of land as follows:
South 01 degrees 05 minutes 15 seconds East, 914.01 feet to a wood fence corner post found for corner;
South 89 degrees 18 minutes 24 seconds East, 259.65 feet to a steel fence corner post found for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 1,840.61 feet to a steel fence corner post found in the south line of said 248.001 acre tract of land, said point being in the north line of a called 782.359 acre tract of land described in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011-124875, Official Public Records of Denton County, Texas;

THENCE along the north line of said 782.359 acre tract of land as follows:
North 89 degrees 56 minutes 26 seconds West, 916.17 feet to a wood fence corner post found for corner;
South 89 degrees 56 minutes 51 seconds West, 1,538.79 feet to a wood fence corner post found for corner;
North 89 degrees 42 minutes 46 seconds West, 3,068.30 feet to a wood fence corner post found for corner;
North 88 degrees 54 minutes 20 seconds West, 452.34 feet to a one-half inch iron rod set for corner;

THENCE North 08 degrees 34 minutes 08 seconds East, 994.69 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 41.12 feet along a non-tangent curve to the left which has a central angle 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 one-half inch iron rod set for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 182.46 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 60.00 feet to a one-half inch iron rod set for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 315.00 feet to a one-half inch iron rod set for corner;

THENCE North 10 degrees 59 minutes 06 seconds West, 7.07 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 110.37 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 752.24 feet along a curve to the right which has a central angle of 42 degrees 15 minutes 17 seconds, a radius of 1,020.00 feet, a tangent of 394.15 feet, and whose chord bears North 34 degrees 51 minutes 27 seconds West, 735.30 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 43 minutes 48 seconds West, 179.64 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 307.56 feet along a curve to the right which has a central angle of 13 degrees 52 minutes 33 seconds, a radius of 1,270.00 feet, a tangent of 154.54 feet, and whose chord bears North 06 degrees 47 minutes 32 seconds West, 306.81 feet to a one-half inch iron rod set for corner;

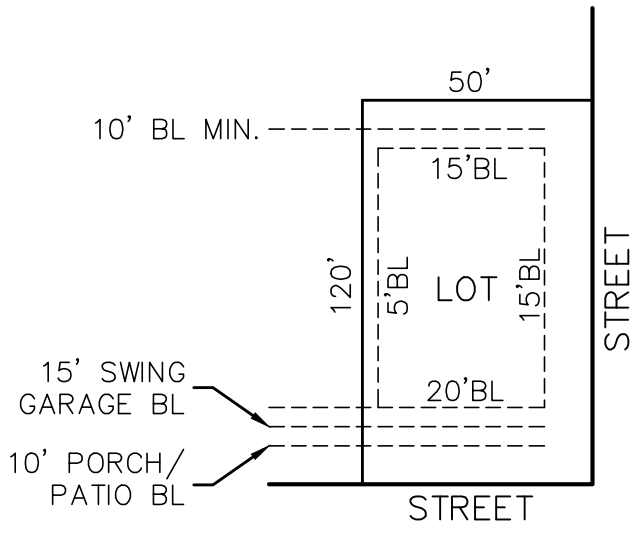
THENCE North 00 degrees 08 minutes 44 seconds East, 104.84 feet to a one-half inch iron rod set for corner;

THENCE North 44 degrees 51 minutes 16 seconds West, 41.21 feet to a one-half inch iron rod set in the south line of Robson Ranch Road;

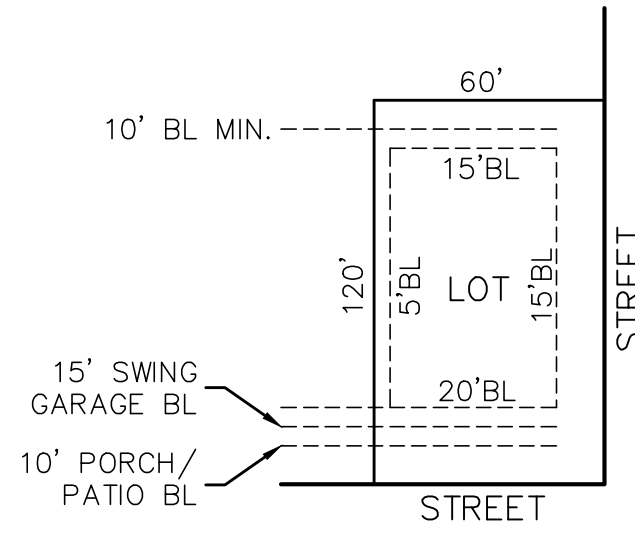
THENCE along the south line of Robson Ranch Road as follows:
South 89 degrees 51 minutes 16 seconds East, 1,091.38 feet to a steel fence corner post found for corner;
North 00 degrees 09 minutes 12 seconds East, 5.00 feet to the POINT OF BEGINNING and containing 16,151,392 square feet or 370.785 acres of land.

BASIS OF BEARING:

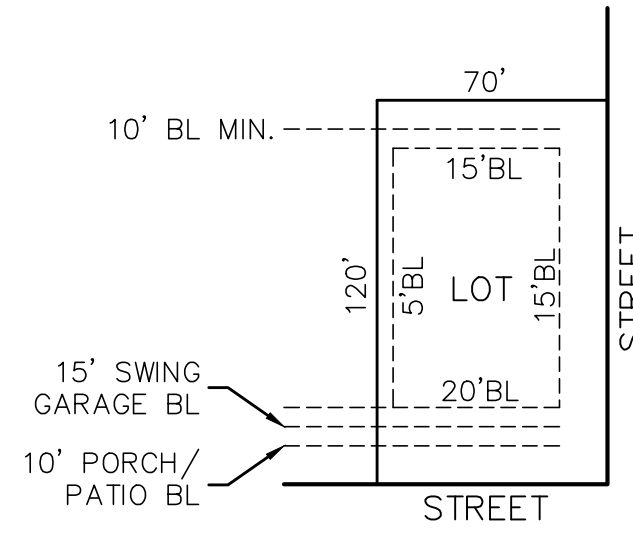
The basis of bearing is derived from the TEXAS WDS RTK Cooperative Network - Texas State Plane Coordinate System, North Central Zone (4202), NAD83.



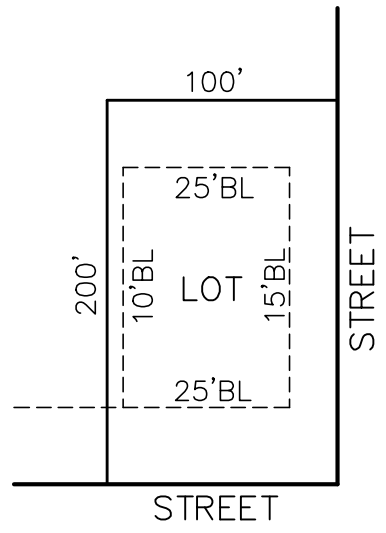
**TYPICAL
SF-50 LOT SETBACKS**
N.T.S.



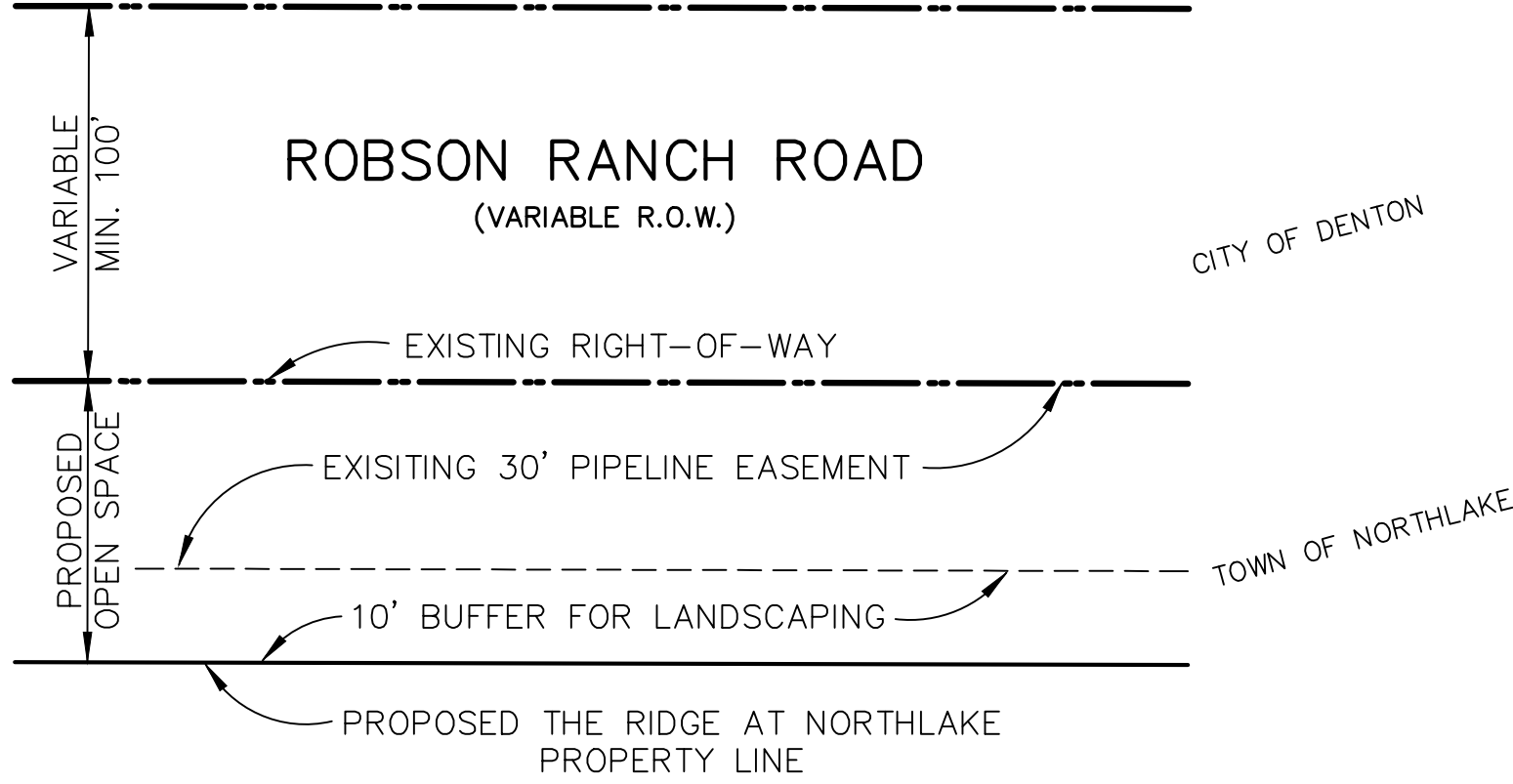
**TYPICAL
SF-60 LOT SETBACKS**
N.T.S.



**TYPICAL
SF-70 LOT SETBACKS**
N.T.S.



**TYPICAL
1 ACRE LOT SETBACKS**
N.T.S.



TYPICAL OPEN SPACE ALONG ROBSON RANCH ROAD
N.T.S.

PRELIMINARY PLAT

THE RIDGE AT NORTHLAKE

1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

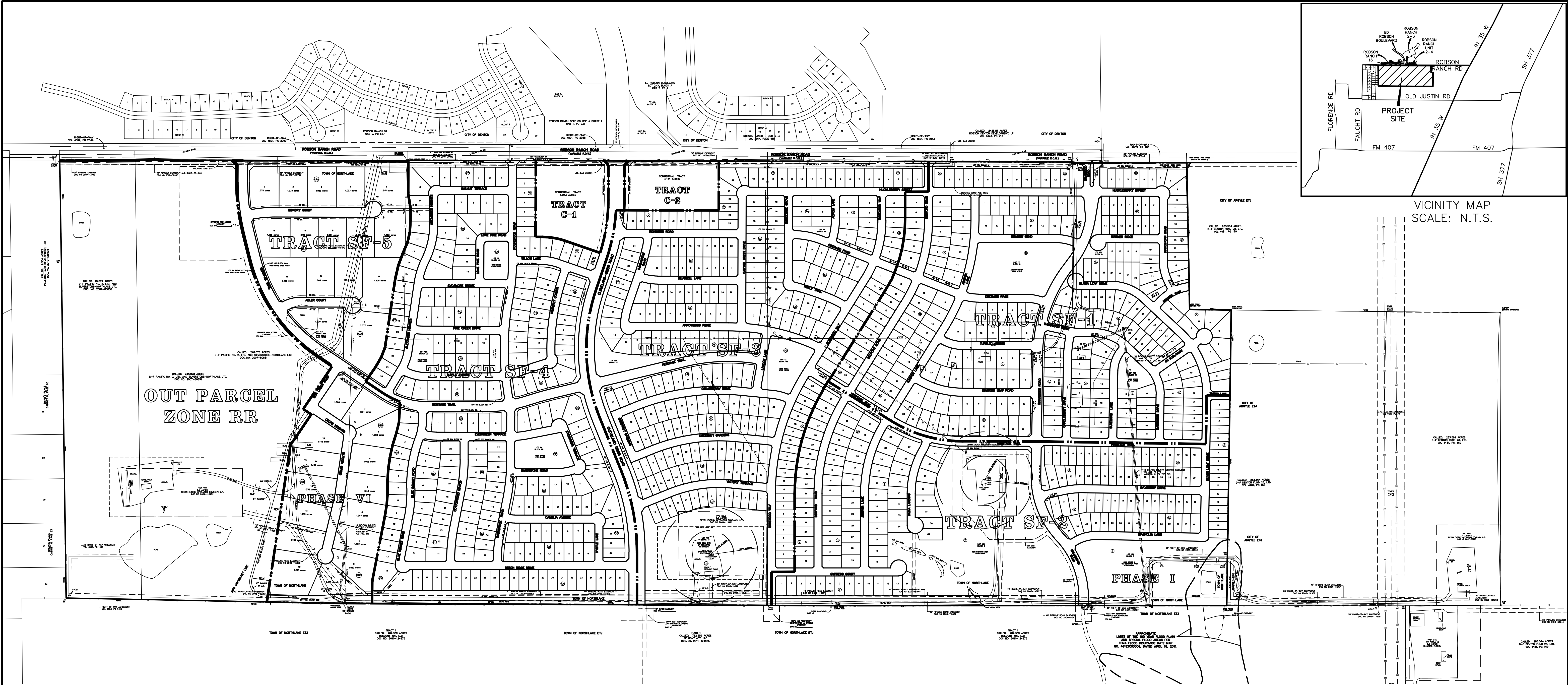
LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD **OWNER/DEVELOPER**
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

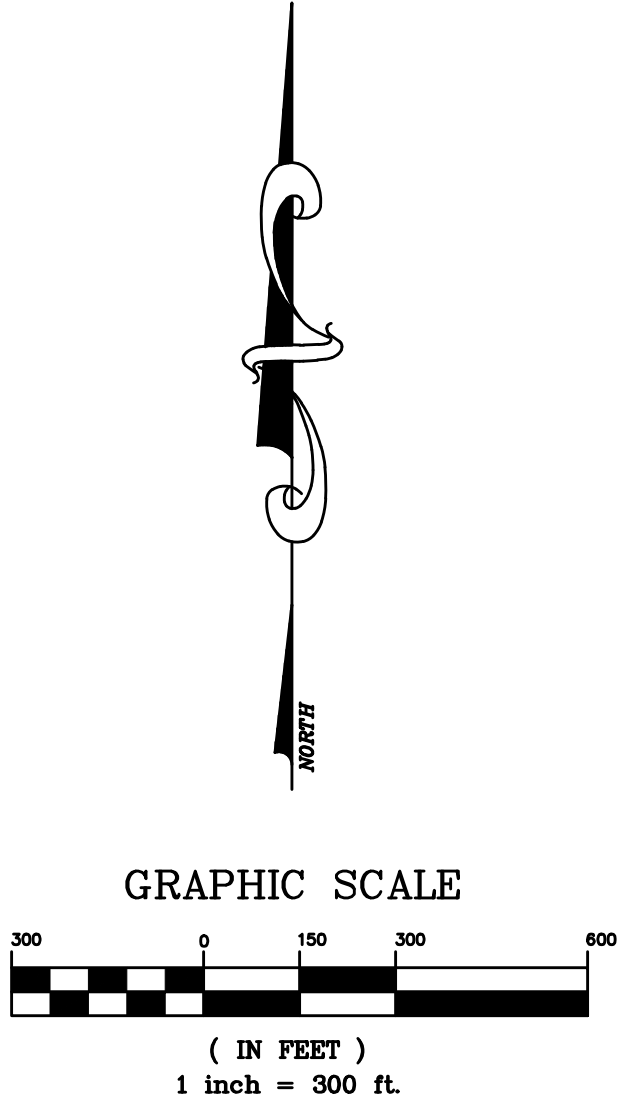
JBI PARTNERS, INC. **SURVEYOR/ENGINEER**
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE					
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES			
A-1	7,200	0.165	BBB-4	8,400	0.193	C-14	6,466	0.148	D-16	6,000	0.138	DD-9	6,000	0.138	F-5	7,481	0.172	GG-22	7,421	0.170	II-12	7,219	0.166	JJ-2	6,000	0.138	KK-1	7,621	0.175
A-2	7,200	0.165	BBB-5	8,400	0.193	C-15	6,520	0.150	D-17	6,000	0.138	DD-10	6,000	0.138	F-6	7,415	0.170	GG-23	7,437	0.171	II-13	7,296	0.167	JJ-3	6,000	0.138	KK-2	6,000	0.138
A-3	7,200	0.165	BBB-6	8,439	0.194	C-16	6,574	0.151	D-18	6,000	0.138	DD-11	7,200	0.165	F-7	7,200	0.165	GG-24	10,087	0.232	II-14	7,284	0.167	JJ-4	6,000	0.138	KK-3	6,000	0.138
A-4	7,200	0.165	BBB-7	13,605	0.312	C-17	6,627	0.152	D-19	9,049	0.208	DD-12	8,350	0.192	F-8	8,350	0.192	GG-25X	83,130	1.908	II-15	8,044	0.185	JJ-5	6,304	0.145	KK-4	6,000	0.138
A-5	7,200	0.165	BBB-8	16,894	0.388	C-18	8,316	0.191	D-20	6,373	0.146	DD-13	6,240	0.143	F-9	10,134	0.233	H-1	7,800	0.179	II-16	6,281	0.144	JJ-6	6,446	0.148	KK-5	6,332	0.145
A-6	7,200	0.165	BBB-9	10,416	0.239	C-19	7,703	0.177	D-21	7,039	0.162	DD-14	6,240	0.143	F-10	8,400	0.193	H-2	7,560	0.174	II-17	6,000	0.138	JJ-7	6,331	0.145	KK-6	6,404	0.147
A-7	7,200	0.165	BBB-10	9,884	0.227	C-20X	1,852	0.043	D-22	7,952	0.183	DD-15	6,240	0.143	F-11	9,447	0.217	H-3	7,560	0.174	II-18	6,000	0.138	JJ-8	6,331	0.145	KK-7	6,404	0.147
A-8	7,200	0.165	BBB-11	9,115	0.209	C-21X	26,328	0.604	D-23	8,686	0.199	DD-16	6,240	0.143	F-12	9,447	0.217	H-4	7,560	0.174	II-19	6,591	0.151	JJ-9	6,331	0.145	KK-8	6,404	0.147
A-9	7,200	0.165	BBB-12	9,390	0.216	CC-1	10,741	0.247	D-24	8,052	0.185	DD-17	6,240	0.143	F-13	9,447	0.217	H-5	7,560	0.174	II-20	6,592	0.151	JJ-10	6,331	0.145	KK-9	6,404	0.147
A-10	7,200	0.165	BBB-13	9,296	0.213	CC-2	8,504	0.195	D-25	6,929	0.159	DD-18	6,600	0.152	F-14	9,447	0.217	H-6	7,560	0.174	II-21	6,592	0.151	JJ-11	6,331	0.145	KK-10	6,404	0.147
A-11	7,200	0.165	BBB-14	8,943	0.205	CC-3	8,504	0.195	D-26	6,271	0.144	DD-19X	4,758	0.109	F-15	9,744	0.224	H-7	7,560	0.174	II-22	6,592	0.151	JJ-12	6,331	0.145	KK-11	6,407	0.147
A-12	7,200	0.165	BBB-15	10,107	0.232	CC-4	8,504	0.195	D-27	6,017	0.138	DD-20X	2,643	0.061	F-16X	4,702	0.108	H-8	7,560	0.174	II-23	6,592	0.151	JJ-13	6,331	0.145	KK-12	6,126	0.141
A-13	7,200	0.165	BBB-16	8,651	0.199	CC-5	8,504	0.195	D-28	7,169	0.165	E-1	8,350	0.192	FF-1	8,733	0.200	H-9	7,560	0.174	II-24	6,592	0.151	JJ-14	6,331	0.145	KK-13	6,126	0.141
A-14	7,200	0.165	BBB-17	8,495	0.195	CC-6	9,039	0.207	D-29	7,169	0.165	E-2	7,200	0.165	FF-2	7,560	0.174	H-10	7,704	0.177	II-25	6,592	0.151	JJ-15	6,331	0.145	KK-14	6,173	0.142
A-15X	50,741	1.165	BBB-18	8,495	0.195	CC-7	11,409	0.262	D-30	7,169	0.165	E-3	7,200	0.165	FF-3	7,560	0.174	H-11	8,071	0.185	II-26	6,592	0.151	JJ-16	6,056	0.139	KK-15X	447,465	10.272
AA-1	7,360	0.169	BBB-19	8,495	0.195	CC-8	7,800	0.179	D-31	10,110	0.232	E-4	7,200	0.165	FF-4	7,560	0.174	H-12	9,952	0.228	II-27	6,591	0.151	JJ-17	7,750	0.178	L-1	9,208	0.211
AA-2	7,200	0.165	BBB-20	8,496	0.195	CC-9	7,800	0.179	D-32	7,231	0.166	E-5	7,200	0.165	FF-5	7,560	0.174	H-13	11,059	0.254	II-28	6,000	0.138	JJ-18	9,550	0.219	L-2	7,200	0.165
AA-3	8,350	0.192	BBB-21	8,496	0.195	CC-10	7,800	0.179	D-33	6,133	0.141	E-6	7,200	0.165	FF-6	7,560	0.174	H-14	9,136	0.210	II-29	6,000	0.138	JJ-19	7,972	0.183	L-3	7,200	0.165
AA-4	8,350	0.192	BBB-22	10,762	0.247	CC-11	7,200	0.165	D-34	6,133	0.141	E-7	7,200	0.165	FF-7	7,560	0.174	H-15	8,657	0.199	II-30	6,000	0.138	JJ-20	7,839	0.180	L-4	7,200	0.165
AA-5	7,200	0.165	BBB-23	8,400	0.193	CC-12	7,200	0.165	D-35	6,194	0.142	E-8	7,200	0.165	FF-8	7,560	0.174	H-16	8,400	0.193	II-31	8,825	0.203	JJ-21	7,839	0.180	L-5	7,200	0.165
AA-6	7,339	0.168	BBB-24	8,809	0.202	CC-13	7,200	0.165	D-36	7,139	0.164	E-9	7,200	0.165	FF-9	7,560	0.174	H-17	8,400	0.193	II-32	8,405	0.193	JJ-22	7,839	0.180	L-6	7,200	0.165
AA-7X	10,426	0.239	BBB-25	66,192	1.520	CC-14	7,200	0.165	D-37	8,065	0.185	E-10	7,200	0.165	FF-10	10,981	0.252	H-18	8,400	0.193	II-33	6,000	0.138	JJ-23	7,839	0.180	L-7	7,200	0.165
AAA-1	16,326	0.375	BBB-26	96,525	2.216	CC-15	7,200	0.165	D-38	8,013	0.184	E-11	10,270	0.236	FF-11	10,485	0.241	H-19	8,400	0.193	II-34	6,000	0.138	JJ-24	7,839	0.180	L-8	7,200	0.165
AAA-2	11,129	0.255	BBB-27	63,877	1.466	CC-16	7,200	0.165	D-39	6,773	0.155	E-12	8,926	0.205	FF-12	7,010	0.161	H-20	8,400	0.193	II-35	6,000	0.138	JJ-25	7,839	0.180	L-9	7,625	0.175
AAA-3	9,820	0.225	BBB-28	44,113	1.013	CC-17	8,350	0.192	D-40	6,004	0.138	E-13	8,520	0.196	FF-13	6,360	0.146	H-21	8,400	0.193	II-36	6,552	0.150	JJ-26	7,839	0.180	L-10	8,602	0.197
AAA-4	9,409	0.216	BBB-29	43,750	1.004	CC-18	8,350	0.192	D-41	6,000	0.138	E-14	8,520	0.196	FF-14	6,360	0.146	H-22	8,400	0.193	II-37	6,552	0.150	JJ-27	7,839	0.180	L-11X	9,532	0.219
AAA-5	9,503	0.218	BBB-30	59,594	1.368	CC-19	7,200	0.165	D-42	6,000	0.138	E-15	8,520	0.196	FF-15	6,360	0.146	H-23	9,000	0.207	II-38	6,552	0.150	JJ-28	7,916	0.182	LL-1	7,800	0.179
AAA-6	12,550	0.288	BBB-31	50,890	1.168	CC-20	7,200	0.165	D-43	6,000	0.138	E-16	8,520	0.196	FF-16	6,360	0.146	H-24X	4,700	0.108	II-39	6,552	0.150	JJ-29	7,320	0.168	LL-2	7,800	0.179
AAA-7	9,600	0.220	BBB-32	43,750	1.004	CC-21	7,200	0.165	D-44	6,000	0.138	E-17	8,520	0.196	FF-17	6,360	0.146	HH-1X	77,467	1.778	II-40	6,552	0.150	JJ-30	7,320	0.168	LL-3	7,800	0.179
AAA-8	9,600	0.220	BBB-33	43,750	1.004	CC-22	7,200	0.165	D-45	7,000	0.161	E-18	9,750	0.224	FF-18	6,360	0.146	I-1	13,353	0.307	II-41	6,552	0.150	JJ-31	7,320	0.168	LL-4	7,800	0.179
AAA-9	9,600	0.220	BBB-34	43,751	1.004	CC-23	7,200	0.165	D-46	7,094	0.163	E-19X	14,182	0.326	FF-19	6,360	0.146	I-2	9,054	0.208	II-42	6,552	0.150	JJ-32	10,608	0.244	LL-5	7,800	0.179
AAA-10	11,350	0.261	BBB-35	62,106	1.426	CC-24	7,200	0.165	D-47	6,000	0.138	EE-1	7,750	0.178	FF-20	6,360	0.146	I-3	7,612	0.175	II-43	6,552	0.150	K-1	12,164	0.279	LL-6	7,800	0.179
AAA-11	8,350	0.192	BBB-36	66,121	1.518	CC-25	7,596	0.174	D-48	6,000	0.138	EE-2	6,120	0.140	FF-21	8,110	0.186	I-4	7,612	0.175	II-44	6,000	0.138	K-2	10,206	0.234	LL-7	7,800	0.179
AAA-12	8,400	0.193	BBB-37	45,005	1.033	CC-26	13,202	0.303	D-49	6,173	0.142	EE-3	6,120	0.140	G-1X	177,259	4.069	I-5	7,612	0.175	II-45	6,000	0.138	K-3	10,209	0.234	LL-8	7,800	0.179
AAA-13	15,299	0.351	BBB-38	45,005	1.033	CC-27	10,118	0.232	D-50	6,853	0.157	EE-4	6,120	0.140	GG-1	7,772	0.178	I-6	6,385	0.147	II-46	7,255	0.167	K-4	9,991	0.229	LL-9	7,800	0.179
AAA-14	15,582	0.358	BBB-39	45,005	1.033	CC-28	9,141	0.210	D-51	7,143	0.164	EE-5	6,120	0.140	GG-2	7,563	0.174	I-7	8,883	0.204	II-47X	34,443	0.791	K-5	8,520	0.196	LL-10	7,800	0.179
AAA-15	9,235	0.212	BBB-40	46,794	1.074	CC-29	9,141	0.210	D-52	7,230	0.166	EE-6	6,120	0.140	GG-3	7,563	0.174	I-8	9,172	0.211	J-1	11,992	0.275	K-6	8,520	0.196	LL-11	7,800	0.179
AAA-16	9,837	0.226	BBB-41X	39,758	0.913	CC-30	9,141	0.210	D-53	7,177	0.165	EE-7	6,120	0.140	GG-4	7,200	0.165	I-9	8,540	0.196	J-2	10,016	0.230	K-7	8,520	0.196	LL-12	7,800	0.179
AAA-17	11,671	0.268	BBB-42X	26,005	0.597	CC-31	11,651	0.267	D-54	6,970	0.160	EE-8	6,120	0.140	GG-5	7,200	0.165	I-10	8,540	0.196	J-3	8,556	0.196	K-8	8,520	0.196	LL-13	7,800	0.179
B-1X	3,018	0.069	BBB-43X	5,346	0.123	CC-32X	12,000	0.275	D-55	6,133	0.141	EE-9	6,120	0.140	GG-6	7,200	0.165	I-11	8,540	0.196	J-4	8,556	0.196	K-9	8,520	0.196	LL-14	7,800	0.179
BB-1	12,672	0.291	BBB-44X	6,521	0.150	D-1	6,000	0.138	D-56	7,056	0.162	EE-10	11,816	0.271	GG-7	7,328	0.168	I-12	8,540	0.196	J-5	8,556	0.196	K-10	8,497	0.195			

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE					
BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES	BLOCK--LOT	SQARE FEET	ACRES			
M-7	7,200	0.165	NN-12	9,945	0.228	PP-7	8,400	0.193	QQ-21	2,212	0.051	RR-17	44,028	1.011	SS-3	8,400	0.193	TT-6	9,000	0.207	V-7	6,000	0.138	W-1	7,800	0.179	XX-7	10,827	0.249
M-8	7,200	0.165	NN-13	8,664	0.199	PP-8	8,945	0.205	R-1	6,000	0.138	RR-18	43,667	1.002	SS-4	8,400	0.193	TT-7	10,262	0.236	V-8	6,000	0.138	W-2	7,560	0.174	XX-8	10,707	0.246
M-9	7,876	0.181	NN-14	8,400	0.193	PP-9	9,022	0.207	R-2	6,000	0.138	RR-19	43,708	1.003	SS-5	8,400	0.193	TT-8	10,745	0.247	V-9	6,000	0.138	W-3	7,560	0.174	XX-9	8,400	0.193
M-10	9,411	0.216	NN-15	8,400	0.193	PP-10	11,174	0.257	R-3	6,000	0.138	RR-20	44,145	1.013	SS-6	8,486	0.195	TT-9X	10,484	0.241	V-10	6,253	0.144	W-4	7,560	0.174	XX-10	8,400	0.193
M-11	11,662	0.268	NN-16	8,991	0.206	PP-11	8,941	0.205	R-4	6,000	0.138	RR-21	46,495	1.067	SS-7X	13,048	0.300	U-1	9,130	0.210	V-11	6,192	0.142	W-5	7,560	0.174	XX-11	8,400	0.193
M-12	9,528	0.219	NN-17	8,921	0.205	PP-12	7,556	0.173	R-5	6,000	0.138	RR-22	44,953	1.032	T-1	8,350	0.192	U-2	7,440	0.171	V-12	6,192	0.142	W-6	7,560	0.174	XX-12	8,400	0.193
M-13	7,480	0.172	NN-18	7,200	0.165	PP-13	7,433	0.171	R-6	6,000	0.138	RR-23	44,520	1.022	T-2	7,200	0.165	U-3	7,440	0.171	V-13	6,192	0.142	W-7	7,560	0.174	XX-13	8,400	0.193
M-14	7,200	0.165	NN-19	7,200	0.165	PP-14	7,200	0.165	R-7	6,000	0.138	RR-24	43,684	1.003	T-3	7,200	0.165	U-4	7,440	0.171	V-14	6,192	0.142	W-8	7,560	0.174	XX-14	9,496	0.218
M-15	7,200	0.165	NN-20	7,200	0.165	PP-15	7,200	0.165	R-8	6,000	0.138	RR-25	74,600	1.713	T-4	7,200	0.165	U-5	7,440	0.171	V-15	6,192	0.142	W-9	8,520	0.196	XX-15X	2,318	0.053
M-16	7,200	0.165	NN-21	7,200	0.165	PP-16	7,200	0.165	R-9	6,000	0.138	RR-26	48,048	1.103	T-5	7,200	0.165	U-6	7,440	0.171	V-16	6,192	0.142	W-10	7,881	0.181	Y-1	7,200	0.165
M-17	7,200	0.165	NN-22	7,200	0.165	PP-17	7,392	0.170	R-10	6,000	0.138	RR-27	47,724	1.096	T-6	7,200	0.165	U-7	7,440	0.171	V-17	6,192	0.142	W-11	10,521	0.242	Y-2	7,200	0.165
M-18	7,200	0.165	NN-23	7,200	0.165	PP-18	7,484	0.172	R-11	6,120	0.140	RR-28	53,886	1.232	T-7	7,200	0.165	U-8	7,811	0.179	V-18	6,192	0.142	W-12	10,156	0.233	Y-3	7,200	0.165
M-19	8,350	0.192	NN-24	7,886	0.181	PP-19	7,484	0.172	R-12	6,120	0.140	RR-29	49,530	1.137	T-8	7,200	0.165	U-9	7,622	0.175	V-19	6,192	0.142	W-13	7,503	0.172	Y-4	7,200	0.165
M-20X	5,313	0.122	NN-25	13,991	0.321	PP-20	7,484	0.172	R-13	6,120	0.140	RR-30	49,895	1.145	T-9	7,200	0.165	U-10	7,622	0.175	V-20	6,192	0.142	W-14	7,200	0.165	Y-5	7,200	0.165
MM-1	9,832	0.226	NN-26	15,058	0.346	PP-21	7,318	0.168	R-14	6,120	0.140	RR-31X	4,243	0.097	T-10	7,200	0.165	U-11	7,622	0.175	V-21	6,192	0.142	W-15	7,200	0.165	Y-6	7,200	0.165
MM-2	7,920	0.182	NN-27	8,317	0.191	PP-22	7,500	0.172	R-15	6,120	0.140	RR-32X	1,119	0.026	T-11	7,200	0.165	U-12	7,622	0.175	V-22	6,192	0.142	W-16	7,200	0.165	Y-7	7,200	0.165
MM-3	7,920	0.182	NN-28	7,918	0.182	PP-23X	2,300	0.053	R-16	6,120	0.140	RR-33X	13,039	0.299	T-12	7,200	0.165	U-13	7,622	0.175	V-23	6,263	0.144	W-17	7,200	0.165	Y-8	7,200	0.165
MM-4	7,920	0.182	NN-29	8,159	0.187	Q-1	7,156	0.164	R-17	6,120	0.140	RR-34X	31,545	0.724	T-13	7,243	0.166	U-14	7,622	0.175	V-24	7,524	0.173	W-18	7,200	0.165	Y-9	7,200	0.165
MM-5	7,920	0.182	NN-30	8,236	0.189	Q-2	6,000	0.138	R-18	6,120	0.140	S-1	7,486	0.172	T-14	8,458	0.194	U-15	7,622	0.175	V-25	7,447	0.171	W-19	7,200	0.165	Y-10	7,200	0.165
MM-6	7,920	0.182	NN-31X	36,997	0.849	Q-3	6,000	0.138	R-19	8,350	0.192	S-2	7,725	0.177	T-15	8,350	0.192	U-16	7,714	0.177	V-26	7,447	0.171	W-20	7,200	0.165	Y-11	7,200	0.165
MM-7	7,920	0.182	O-1	7,150	0.164	Q-4	6,000	0.138	R-20	8,350	0.192	S-3	7,797	0.179	T-16	8,400	0.193	U-17	9,196	0.211	V-27	7,447	0.171	W-21	7,200	0.165	Y-12	7,200	0.165
MM-8	8,410	0.193	O-2	6,000	0.138	Q-5	6,000	0.138	R-21	6,120	0.140	S-4	6,535	0.150	T-17	8,400	0.193	U-18	8,822	0.203	V-28	7,447	0.171	W-22	7,200	0.165	Y-13	7,200	0.165
MM-9	8,410	0.193	O-3	6,000	0.138	Q-6	6,000	0.138	R-22	6,120	0.140	S-5	6,000	0.138	T-18	8,400	0.193	U-19	8,822	0.203	V-29	7,447	0.171	W-23	7,800	0.179	Y-14	7,200	0.165
MM-10	7,320	0.168	O-4	6,000	0.138	Q-7	6,000	0.138	R-23	6,120	0.140	S-6	6,000	0.138	T-19	8,400	0.193	U-20	8,822	0.203	V-30	7,447	0.171	W-24X	4,700	0.108	Y-15	7,200	0.165
MM-11	7,320	0.168	O-5	6,000	0.138	Q-8	6,000	0.138	R-24	6,120	0.140	S-7	6,000	0.138	T-20	8,400	0.193	U-21	8,822	0.203	V-31	7,447	0.171	WW-1	8,400	0.193	Y-16	7,200	0.165
MM-12	7,320	0.168	O-6	6,493	0.149	Q-9	6,000	0.138	R-25	6,120	0.140	S-8	6,000	0.138	T-21	8,582	0.197	U-22	8,822	0.203	V-32	7,447	0.171	WW-2	8,400	0.193	Y-17	7,200	0.165
MM-13	7,320	0.168	O-7	7,095	0.163	Q-10	6,000	0.138	R-26	6,120	0.140	S-9	6,000	0.138	T-22	8,889	0.204	U-23	8,720	0.200	V-33	7,447	0.171	WW-3	8,400	0.193	Y-18	7,200	0.165
MM-14	7,320	0.168	O-8	9,691	0.222	Q-11	6,000	0.138	R-27	6,120	0.140	S-10	6,000	0.138	T-23	8,889	0.204	U-24	8,472	0.194	V-34	7,344	0.169	WW-4	8,400	0.193	Y-19X	49,676	1.140
MM-15	7,320	0.168	O-9	9,542	0.219	Q-12	6,000	0.138	R-28	6,120	0.140	S-11	6,000	0.138	T-24	8,889	0.204	U-25	8,472	0.194	V-35	7,200	0.165	WW-5	8,400	0.193	YY-1X	36,050	0.828
MM-16	7,320	0.168	O-10	7,296	0.168	Q-13	6,000	0.138	R-29	6,000	0.138	S-12	6,000	0.138	T-25	8,889	0.204	U-26	8,472	0.194	V-36	7,200	0.165	WW-6	8,400	0.193	Z-1	9,643	0.221
MM-17	8,116	0.186	O-11	7,333	0.168	Q-14	6,000	0.138	R-30	6,000	0.138	S-13	6,000	0.138	T-26	9,050	0.208	U-27	8,472	0.194	V-37	7,200	0.165	WW-7	8,400	0.193	Z-2	8,398	0.193
MM-18X	3,596	0.083	O-12	8,162	0.187	Q-15	6,000	0.138	R-31	6,000	0.138	S-14	6,000	0.138	T-27	9,796	0.225	U-28	8,472	0.194	V-38	7,200	0.165	WW-8	8,400	0.193	Z-3	7,800	0.179
N-1	8,350	0.192	O-13	6,000	0.138	Q-16	6,000	0.138	R-32	6,000	0.138	S-15	6,000	0.138	T-28	8,974	0.206	U-29	10,222	0.235	V-39	7,200	0.165	WW-9	8,400	0.193	Z-4	8,950	0.205
N-2	7,200	0.165	O-14	6,000	0.138	Q-17	6,238	0.143	R-33	6,000	0.138	S-16	6,000	0.138	T-29	8,974	0.206	U-30X	4,701	0.108	V-40	7,200	0.165	WW-10	8,400	0.193	Z-5	8,950	0.205
N-3	7,200	0.165	O-15	6,000	0.138	Q-18X	363,703	8.349	R-34	6,469	0.149	S-17	6,000	0.138	T-30	8,974	0.206	UU-1	8,537	0.196	V-41	8,950	0.205	WW-11X	16,361	0.376	Z-6	7,200	0.165
N-4	7,200	0.165	O-16	6,000	0.138	QQ-1	11,203	0.257	R-35	7,406	0.170	S-18	7,150	0.164	T-31	8,897	0.204	UU-2	7,938	0.182	V-42X	4,700	0.108	WW-12X	31,616	0.726	Z-7	7,648	0.176
N-5	7,200	0.165	O-17	7,150	0.164	QQ-2	10,437	0.240	R-36	7,868	0.181	S-19	7,750	0.178	T-32	8,400	0.193	UU-3	8,055	0.185	VV-1	11,246	0.258	X-1	8,836	0.203	Z-8	7,981	0.183
N-6	8,197	0.188	OO-1X	66,764	1.533	QQ-3	10,594	0.243	R-37	9,031	0.207	S-20	6,120	0.140	T-33	8,400	0.193	UU-4	8,333	0.191	VV-2	8,067	0.185	X-2	7,592	0.174	Z-9	8,375	0.192
N-7	6,000	0.138	P-1	8,805	0.202	QQ-4	10,317	0.237	R-38X	8,794	0.202	S-21	6,120	0.140	T-34	8,684	0.199	UU-5	13,209	0.303	VV-3	8,067	0.185	X-3	7,587	0.174	Z-10X	4,740	0.109
N-8	6,000	0.138	P-2	7,260	0.167	QQ-5	9,644	0.221	RR-1	9,325	0.214	S-22	6,120	0.140	T-35	10,091	0.232	UU-6	8,035	0.184	VV-4	8,067	0.185	X-4	7,584	0.174	ZZ-1	8,160	0.187
N-9	6,000	0.138	P-3	8,186	0.188	QQ-6	9,050	0.208	RR-2	9,967	0.229	S-23	6,120	0.140	T-36	8,964	0.206	UU-7	7,487	0.172	VV-5	8,067	0.185	X-5	7,200	0.165	ZZ-2	7,200	0.165
N-10	6,000	0.138	P-4	11,925	0.274	QQ-7	8,741	0.																					



TOWN OF NORTHLAKE, TEXAS ORDINANCE NO. 18-0726							
TRACT NO.	SF-50	SF-60	SF-70	1 ACRE	C-1	C-2	TOTAL
SF-1	114	112	62	0	0	0	288
SF-2	88	50	39	0	0	0	177
SF-3	134	157	0	0	0	0	291
SF-4	0	112	139	0	0	0	251
SF-5	0	0	0	31	0	0	31
C-1	0	0	0	0	1	0	1
C-2	0	0	0	0	0	1	1
TOTAL	336	431	240	31	1	1	1040



PRELIMINARY PLAT
THE RIDGE AT NORTHLAKE
1,038 RESIDENTIAL LOTS, 66 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD **OWNER/DEVELOPER**
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director
Date: August 9, 2018
Re: Notice of Proposed Property Tax Rate for Tax Year 2018

The attached notice of proposed property tax rate for 2018 was published in the Denton Record Chronicle newspaper on August 2, 2018. Because the proposed tax rate of 29.5¢ per \$100 of valuation is below both the effective tax rate of 29.61¢ per \$100 of valuation and the rollback tax rate of 32.62¢ per \$100 of valuation, tax rate hearings are not necessary.

The proposed tax rate of 29.5¢ per \$100 of valuation is distributed as follows:

17.05¢ for maintenance and operations
12.45¢ for payment of principal and interest

Council may adopt a tax rate of 29.5¢ or lower at their September 13, 2018 meeting.

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

NOTICE OF TAX YEAR PROPOSED PROPERTY TAX RATE FOR

A tax rate of \$ _____ per \$100 valuation has been proposed by the governing body of _____.

PROPOSED TAX RATE \$ _____ per \$100

PRECEDING YEAR'S TAX RATE \$ _____ per \$100

EFFECTIVE TAX RATE \$ _____ per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for _____ from the same properties in both the _____ tax year and the _____ tax year.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

_____ tax assessor-collector

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director

Date: August 9, 2018

Re: Fiscal Year 2018-2019 Proposed and 2017-2018 Revised Budget Hearings

The budget planning session to discuss priorities for the fiscal year 2018-2019 budget was held May 10, 2018. At the budget planning session, Town Council reaffirmed the budget principles for the Town. The proposed budgets addresses these goals. At the June 14, 2018, the preliminary budget was presented. On July 26, 2018, with the certified tax roll received the proposed budget as presented to Town Council.

The 2018-2019 Proposed General Fund Budget is based on continuing the 29.5¢ tax rate which includes a 5% general homestead exemption. Property taxes increased 25% overall with a 56% increase in residential property values. 74% of the residential property values increase was due to new construction. Sales tax revenues are expected to remain the same as last year with new retail businesses replacing the one-time sales tax from the construction of Farmer Bros. The current proposed budget is balanced with increased resources dedicated to public safety, public works, development services, and finance positions needed to handle increased customer base and activity. A 2.5-5% market maintenance salary increase has been proposed.

The proposed budget document was filed with the Town Secretary on July 27th and made available online on the same date at the Town website www.town.northlake.tx.us.

The 2018-2019 Proposed and 2017-2018 Revised Annual Budgets for all funds are:

<u>Fund Title</u>	<u>FY 2018 Revised</u>	<u>FY 2019 Proposed</u>
General Fund	\$4,732,289	\$4,402,259
Capital Projects Fund	\$1,450,000	\$3,550,000
Debt Service Fund	\$556,937	\$1,331,034
Other Special Revenue Funds	\$80,469	\$40,400
Hotel Occupancy Tax Fund	\$91,575	\$110,468
Economic Development Corporation	\$409,025	\$573,318
Community Development Corporation	\$409,025	\$573,318
Utility Fund	\$3,220,028	\$4,111,493

Fiscal Year 2018-2019 Proposed and 2017-2018 Revised Budget Hearings

August 9, 2018

Page 2 of 2

<u>Fund Title</u>	<u>FY 2018 Revised</u>	<u>FY 2019 Proposed</u>
Utility Impact Fees Fund	\$555,010	\$712,000
Utility Capital Projects Fund	\$25,881	\$10,035,881
Equipment Services Fund	\$270,000	\$274,000
Building Services Fund	\$602,290	\$257,312
Technology Services Fund	\$183,200	\$158,000
PID #1 (Harvest)	\$501,050	\$779,600
PID #2 (The Highlands)	\$302,499	\$304,316
TIRZ #1 (Canyon Falls)	\$73,451	\$127,027

The budget hearing is to be held at the August 9, 2018 council meeting with budget adoption to be considered on September 13, 2018.

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

**TOWN OF NORTHLAKE, TEXAS
FISCAL YEAR BUDGET 2018-2019**

The Town of Northlake, Texas, will hold a public hearing to hear comments for or against a proposed budget for the fiscal year 2018-2019 on August 9th, 2018 at 7:00 pm at Town Hall-Chamber Room, 1400 FM 407, Northlake, Texas

This budget will raise more total property taxes than last year's budget by \$446,879 or 31.9%, and of that amount \$222,926 is a revenue increase from new property added to tax roll this year.

A copy of the 'draft' proposed budget will be filed with the Town Secretary on 7/27/18 by the Town Administrator



Town of Northlake

Proposed Budget For Fiscal Year Starting October 1, 2018

This budget will raise more total property taxes than last year's budget by \$446,879 or 31.9%, and of that amount \$222,296 is a revenue increase from new property added to tax roll this year.

Town Council

Peter Dewing, Mayor
Brian G. Montini, Mayor Pro Tem
Rena Hardeman
Jimmy Lambert
Roger Sessions
Danny Simpson

Drew Corn, Town Administrator
Karen Bolyard, Finance Director

www.town.northlake.tx.us



July 26, 2018

Honorable Mayor and Members of the Town Council
Town of Northlake, Texas

The Town of Northlake budget for the fiscal year 2018/2019 prepares the Town for the ever-increasing volume and complexity of municipal operations. As new residents move into planned residential neighborhoods and as new businesses relocate and build in Northlake, expectations of high quality Town services will accompany them. Constructing new roads and expanding water and sewer systems is and will continue to be a priority for Northlake for the foreseeable future. The new residents and businesses will both create the need for additional Town services and infrastructure but will provide the resources to fund these new needs. Expansion of necessary water and sewer infrastructure and reconstruction and improvement to existing infrastructure will be required to keep up with growth and meet expectations of residents.

Northlake is a microcosm of the North Texas region and of the State of Texas. The Texas “miracle” is shorthand for the economic success Texas has had in attracting major companies to relocate here. Northlake is no exception with the successful recruitment of Farmer Brothers, Wesco Aircraft, Hempel, Allen Distribution, Lab Supply and reLogistics. The North Texas Commission projects that our region grows by one person every five minutes. These new residents are following the new companies and the jobs they bring. This influx of newcomers has created an increased demand for quality housing. In basic economic terms, increased demand in a housing market with limited supply will increase housing prices.

In past surveys and the most recent 2018 survey of residents and in many conversations with residents, the desire for restaurants and shopping in the area is great. With the addition of employers and their workforce, and of new housing in Northlake and the surrounding area, some quick-serve restaurants have located in Northlake. Rosa’s Café, Sonic, IHOP and Popeye’s, have all opened within the last two years. Town staff continues to aggressively recruit a grocery store. In the interim, convenience stores have popped up. In 2018, two 7-Eleven stores open simultaneously in Northlake one at State Highway 114 at Dale Earnhardt Way in the south part of Town and the other at Farm-to-Market 407 in the north.

In addition to the increase in market values of housing, new homes and buildings have increased property values in Northlake. Certified residential property values have increased over 55% with over three-fourths of this increase from new construction. Sales tax revenue projections will remain at last year’s amount. New retail and restaurant sales have replaced one-time sales tax on construction related material for the Northport 35 and Farmer Brothers projects. The Town’s utility system operations which are experiencing substantial, annual cost

increases from wholesale providers. However, the growing customer base has allowed the Town to keep residential retail rates from increasing correspondingly.

From 2009 to 2014, the general fund expenses remained relatively flat. Staff was able to accomplish this by controlling costs, deferring maintenance and replacement of equipment, delaying infrastructure improvements, and reducing contract services even with certain costs increasing such as healthcare, debt service, and wholesale water. Starting with the FY 2015 revised budget and continuing in the proposed FY 2019, the Town has increased staffing. This trend is proposed to continue with the addition of four positions. In Police, the sergeant will provide for 24-hour supervision and officer backup. In Public Works, the maintenance worker will supplement existing staff to monitor and maintain water system. The planner will assist the Development Services director with review of zoning requests, plats, site plans and other development related submissions. The accountant will assist the Finance Director with accounting entries, reconciliations, and document preparation for audit, budget and other financial functions.

In the FY 2017 proposed budget, Northlake returned to investing in road infrastructure. The last major investment was in 2005 when the Town issued \$1,900,000 in debt to improve Florance Road, Holder Road, Evelyn Road, Bingham Road and Schober Road. The 2016 Series debt totaled \$6,700,000 in certificates of obligation to finance the paving of portions of Cleveland-Gibbs Road, Sam Lee Lane, and repaving of Florance Road. Proposed for FY 2019 is the issuance of \$10,000,000 in certificates of obligation to finance crucial expansion of the Town's water system. In the north, a 1.25-million-gallon elevated water storage tank and related lines will be built to ensure water storage and pressures. In the south, a 0.75-million-gallon elevated water storage tank, a 0.5-million-gallon ground storage, pumping capacity and related lines will be constructed to replace the beneficial but soon to end water pressures supplied by the City of Fort Worth.

The Town of Northlake has been able to leverage growth to the benefit of the residents and the Town infrastructure. North Ridge Estates property values provided funding to pave Florance Road, Bingham Road and Schober Road, and parts of Holder Road and Evelyn Road. The Highlands of Northlake brought a water line to North Ridges Estates. Prairie View Farms brought a water line from FM 407 up Faught Road and Stardust Ranch brought a water line from FM 407 up Florance Road. Although Harvest is not in the Town limits, this development provided for the connection with Upper Trinity Regional Water District and the Town Hall pump station and ground storage tanks. The Canyon Falls development funded a second connection to UTRWD, a trail system and upgrades to Florance, Cleveland-Gibbs and Sam Lee. The continued residential growth in The Highlands, Prairie View Farms, Creek Meadows, Stardust Ranch and Canyon Falls will provide the tax base to support the Series 2018 debt issuance.

Mayor Dewing's recurring message to staff when developing the budget is to maintain the Town's very low tax rate while maintaining the same service levels. In fact, the tax rate has remained at 29.5¢ per \$100 valuation since 1997 when it was last increased from 25¢ to the current rate. The effective tax rate for the 2018 tax year is estimated to be 29.59¢; legislatively

defined as the tax rate needed to provide the same property tax revenues using the upcoming year's tax base. In FY 2019, the Town is effectively doing more with less property tax as compared to the prior year. Staff continues to focus on basic services and look for ways operate more efficiently and cost effectively. However due to the expected continued growth in development, the proposed additional staff are needed to maintain the current service levels.

As the Town's financial plan for FY 2018-2019, the budget illustrates appropriations and projected revenues. This budget is also intended to document for residents how the Town operates and the methods used to finance those operations. The Town of Northlake has achieved many of its goals set by the Council over the last year, while providing exceptional service to our citizens.

This budget is based on the Council Budget Principles for FY 2018/2019 as ratified by the Town Council during the Budget Work Session on May 10, 2018.

- Maintain fiscal responsibility while investing in Town resources and assets
- Ensure sustainable development through strategic planning
- Attract and retain various business types for diverse future tax base
- Improve, construct and maintain road, water, sewer and drainage infrastructure
- Recruit, retain and train highly qualified personnel
- Enhance external and internal services and capabilities with appropriate staff and facilities
- Utilize equipment and technology to increase productivity and efficiency

A detailed discussion of council budget goals can be found later in the budget document.

Property values are estimated to increase from a market value of \$653,127,276 in 2017, to \$781,484,615 in 2018. After exemptions, losses and caps, the taxable value is projected to increase from \$500,185,509 in 2017 to \$625,771,541 in 2018. Applying the proposed tax rate of 29.5¢ per \$100 valuation, property taxes revenues are \$1,846,026 an approximately 25 percent increase from property tax revenue last fiscal year. Of this amount \$779,292 will be dedicated to debt service, \$934,662 will pay for maintenance and operations, and the remaining \$132,072 is dedicated to the Canyon Falls Tax Increment Reinvestment Zone. The increase in property tax revenue is due to a combination of new property growth and increased values. Increases in development related fees are anticipated. Franchise fees are expected to grow as new customers are added.

All department heads submitted budget requests that maintain current service levels. With minimal plan changes, healthcare costs are expected to increase 5.5% over last year which is below initial projections. Supplies expense category will increase slightly due to increased staff levels. Maintenance costs will decrease due to newer equipment and a reduction in street maintenance due to the recent road paving projects. Costs for services has decreased from the previous year but a related increase has occurred in Transfers. Rather than splitting common expenses such as insurance, building rental and utilities, the Town will charge each department

a monthly internal service charge and then pay common expenses from Building Services internal service fund.

The general themes of this year's proposed service enhancements are to provide additional staff capacity for the ever-increasing workload, to provide additional levels of expertise to assist the Town management team, and to provide oversight and redundancy for worker supervision and safety. From the Town's financial resources: the proposed budget will allow the Town to fund service enhancements, continue to fund maintenance, operations and debt service, and maintain General Fund reserves of approximately \$1,500,000. The proposed fund reserve level surpasses the Town policy of three months of operational expenses by one month.

The proposed service enhancements are as follows:

- Maintain current tax rate of 29.5 cents per \$100 value while supporting debt service and current service levels
- Pave Cleveland-Gibbs from FM 407 to FM 1171 and pave Sam Lee Lane from Ashmore to 1,850 feet east
- Implement a salary and market maintenance adjustment ranging from 2.5% - 5%
- Add additional sergeant position in Police to provide 24-hour supervision and backup
- Add additional maintenance worker position in Public Works for water system monitoring and maintenance, and water meter installation
- Create planner position which reports to Development Director and assists with development related reviews
- Create accountant position to report to Finance Director and performs various accounting, auditing and budget functions for the Town
- Finish out Town Hall lease space with move in September 2018
- Partner with Harvest to conduct Town's first public Fourth of July fireworks display
- Purchase police replacement vehicles and new dump truck and trailer to supplement existing Public Works equipment
- Fund approximately \$25,000 in enhancements for officer safety, traffic enforcement and criminal investigations
- Complete design of Phase 3 of the northern pressure plain and Phase 2 of the southern pressure plain including ground storage, pumps and elevated tanks
- Issue certificates of obligation to fund the construction of water system improvements
- Evaluate and repair existing sewer system at SH 114 and IH-35W which was built in 1997

Maintaining one of the lowest tax rates in Denton County, which has one of the lowest county tax rates in Texas, is one of the biggest business recruitment tools in Northlake's tool belt. All increases in the proposed budget are a result of increases in development activity, increases in the number of residents and customers, or investments in upgrading existing infrastructure. The proposed budget is in response to existing needs not future potential desires. As mentioned previously, the Town of Northlake has a long history of using increased tax base to invest back into the Town. This budget is no different and continued investment avoids potential infrastructure failure in the future.

Retaining and recruiting qualified and capable employees is difficult in the competitive North Texas region especially for a small community. The recent salary survey recommendations effects staff in three different ways based on which category they fall into. First is to bring employees, who are below the proposed salary range, up to the minimum. Second is to increase salaries of other employees to market based on their education, experience and tenure with the Town. Finally, the remaining employees not affected by the previous two changes will receive a market maintenance adjustment ranging from 2.5% to 5%. The real goal in maintaining competitive salaries is to not lose high-performing, well-trained employees. The loss of productivity and cost of replacing them and retraining often exceed the proposed salary increases.

Currently, the Town police department provides around the clock patrol services to over 17 square miles of Town limits and by contract for the Harvest community and the City of Draper, in addition to traffic enforcement of Town, County and State roads including almost five miles of Interstate 35W. However, with only three sergeants, there are shifts were a lone officer is on duty with no supervision or backup. The Town has utmost confidence in their officers, but this is not the ideal situation. The proposed additional sergeant position will provide for 24-hour supervisory coverage and enhance officer safety with additional backup.

The latest Council of Governments population projections show Northlake with 3,610 residents. These numbers only illustrate part of the Town's service area. Harvest which is not in the Town limits is approaching 5,000 residents and all of those residents are Northlake water customers. Public Works averages two water meter sets per day. In addition, as the system grows so to do the regulations and reporting requirements. An additional maintenance worker is requested to assist with the monitoring and maintenance of the Town's expanding water system.

The Development Director was originally responsible for intake, review and presentation of zoning cases, plats and other development submissions, in addition to economic development, marketing and website management. With the increase in development, a permit technician position was added for intake two years ago. Last year a code compliance position was added to assist with basis code review and compliance of existing uses and structures. While these positions have been a tremendous help, but larger more complicated zoning cases and long-range planning initiatives take up most of the available time of the director. The proposed planner will relieve some of the workload currently on the Development Director.

The Finance Director is responsible for the accounting, auditing, budgeting and overall finances of the Town. The current staff of two accounting clerks helps with the processing of receivables, payables, payroll and benefits, and the setup of utility accounts. However, higher-level functions all fall on the director. The proposed accountant position will lessen the workload of the director, performing such accounting functions as monthly bank reconciliation, weekly check runs, and oversight of the clerks. In addition, the accountant will assist with audit and budget preparation providing the necessary research and documentation for these annual processes.

In 2010 during the downturn in the economy, the Town purchased a used single-rear-axle dump truck which was what was affordable at the time. However, the dump truck cannot carry a full bed load of materials and tow necessary equipment for a project. Multiple trips are necessary. The proposed double-rear-axle dump truck and trailer will adequately transport personnel, materials and equipment to a work site. The current dump truck will still be used to supplement the new trucks increased capacity.

For a small town, Northlake has a vastly expanding water system with over two water meters installed per day. There are over 1,000 water connections in Northlake and to provide safe, reliable water to each customer Northlake must expand its pumping and storage capacity. The southern area of Northlake benefits from being on the low end of the City of Fort Worth's water system and currently receives water at adequate pressure. However, with the development of north Fort Worth this latent pressure will not last forever. The Town has begun design of storage and pressurization facilities. The northern area of Northlake entered the water distribution business with the addition of pumps and ground storage located at Town Hall as funded by the Belmont Fresh Water Supply District. Belmont FWSD which is now called Harvest designed and constructed Phases 1 and 2 of the northern system. Because of the development of The Highlands, Prairie View, Stardust Ranch and Creek Meadow and the future development of Heritage Field and Pecan Square, the Town has taken the lead in design and construction of Phase 3 for the benefit of all customers. Belmont FWSD will still proportionally participate in the cost of Phase 3 but with the Town in the lead. The initial budget estimates for these two design efforts are \$600,000 each and will be funded from water impact fees.

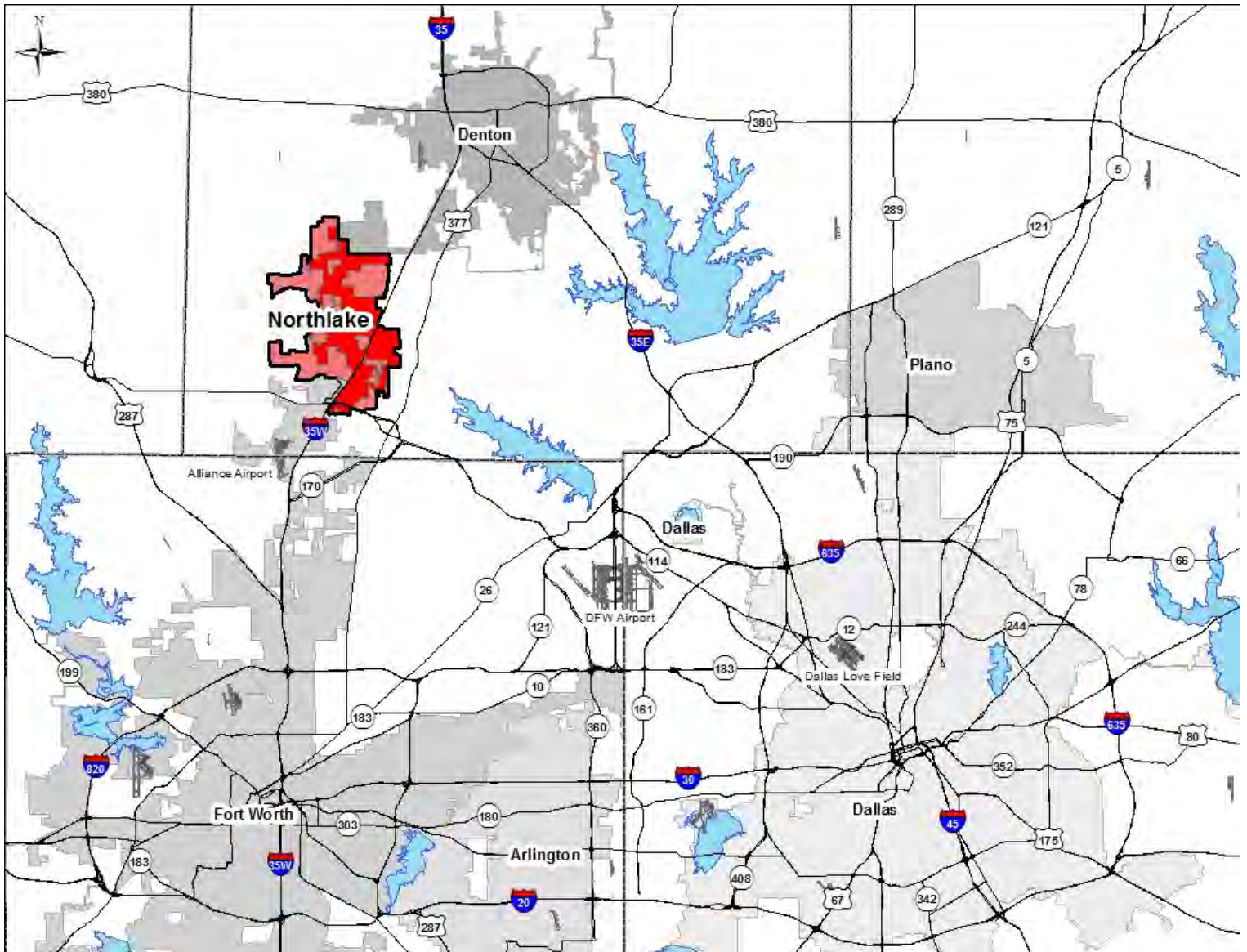
In summary, the Fiscal Year 2018/2019 budget reflects the budget principles. It serves as an operating guide for management staff and presents the Town's financial plan, illustrating anticipated appropriations and projected revenues by which programs are funded. With the growth in property tax revenue due to new construction, the stabilization of sales tax revenue and the anticipated growth in development related fees, the Town balances the increased demand for services and growth to the Town's infrastructure with a proportional increase of resources. The proposed budget will maintain existing service levels but for greater number of residents, customers and businesses, and for increased complexity of activities due to corresponding regulations and requirements. The proposed budget will continue to use new resources to invest in infrastructure.

Sincerely,

A handwritten signature in black ink, appearing to read 'Drew Corn', written in a cursive style.

Drew Corn
Town Administrator

Regional Map



Community Background

The Town of Northlake was incorporated on December 28, 1960, in an effort to avoid annexation by the City of Irving. Dan and Margaret Ashmore were the first Mayor and Secretary of the Town, and they took it upon themselves to enlist the support of 37 families and produce the required paperwork for incorporation. It required at least 200 people and 2 square miles in order to petition for this incorporation, which would preserve the rural heritage the residents enjoy to this day.

Growth has arrived from Denton and Fort Worth and also Flower Mound and Roanoke. The vision of the “founding families” to maintain a rural setting is captured in the Northlake Comprehensive Land Use Plan. The Plan attempts to find a balance between the ceaseless pressures for growth with the desire to protect a rural core in the center of the Town limits. Through controlled growth, the Town can improve services and infrastructure without overly burdening existing residents. The original generation of town’s “founding families” have passed on and their descendants are struggling with how best to preserve their ancestors’ legacies.

In 1988, the Town and its citizens were impacted economically with the construction of Alliance Industrial Airport, which is located to the south of Town. In 1995, construction began on the Texas Motor Speedway, which is a NASCAR racing facility that seats 200,000 persons at a single event. In 2016, the construction will be completed for the new national headquarters, roasting facility and distribution warehouse of Farmer Brothers Company one of the largest wholesale producers of coffee, tea and spices.

The Town of Northlake is located in Denton County, in a prime location, 20 miles NE of Ft. Worth, 40 miles NW of Dallas, 6 miles SW of Denton, 20 miles NW of the Dallas-Fort Worth Airport and two miles from Alliance Airport. Northlake is adjacent to I-35W and the Texas Motor Speedway. The master planned communities of Harvest and Canyon Falls are located in Town extraterritorial jurisdiction at I-35W and FM 407 and in Town limits at I-35W and FM 1171, respectively.

Northlake is a General Law Type A town that operates under a Mayor-Council form of government with a Mayor and five Council Members. The Mayor and Council members are elected at large, and are responsible for all policy matters. The Town Council has the authority to levy taxes, secure revenue, authorize expenditures of funds and incur debt. A Town Administrator position has been created by ordinance. The Town Administrator is directly responsible to the Town Council and is responsible for the daily operations of the Town and implementing Town Council policy. The Town provides 24-hour police service and employs 13 full time Police Officers.

Fund Summaries

Before moving into the details of the proposed budget for FY 2018/2019, it is important to give a brief overview of the types of funds used in planning and accounting for our annual program of work so that both our Council members and our citizens are fully informed. This should help facilitate a better understanding of our budget as it is reviewed.

Governmental Funds

These 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
- Capital Projects Funds
- Debt Service Funds
- Special Revenue Funds

The General Fund is used to account for all revenues and expenditures not accounted for in other funds and is the principal fund of the Town. The General Fund, which is used to account for resources associated with core government services, is primarily supported by the ad valorem tax, general sales tax, franchise taxes, license and permit fees, and municipal court fines. All the programs included in the budget are justified, efficient, and serve the basic needs of the community. The Town has recently implemented capital project and debt service funds separate from the General Fund to capture costs associated with these specific activities.

The Special Revenue Funds are used to account for the proceeds of specific revenue sources that are legally restricted to expenditures for specific purposes, such as the Type A Economic Development Fund, Type B Economic Development Fund, Hotel Occupancy Tax Fund, Court Security, Court Technology, Child Safety and Education and proposed Traffic Safety.

Proprietary Funds

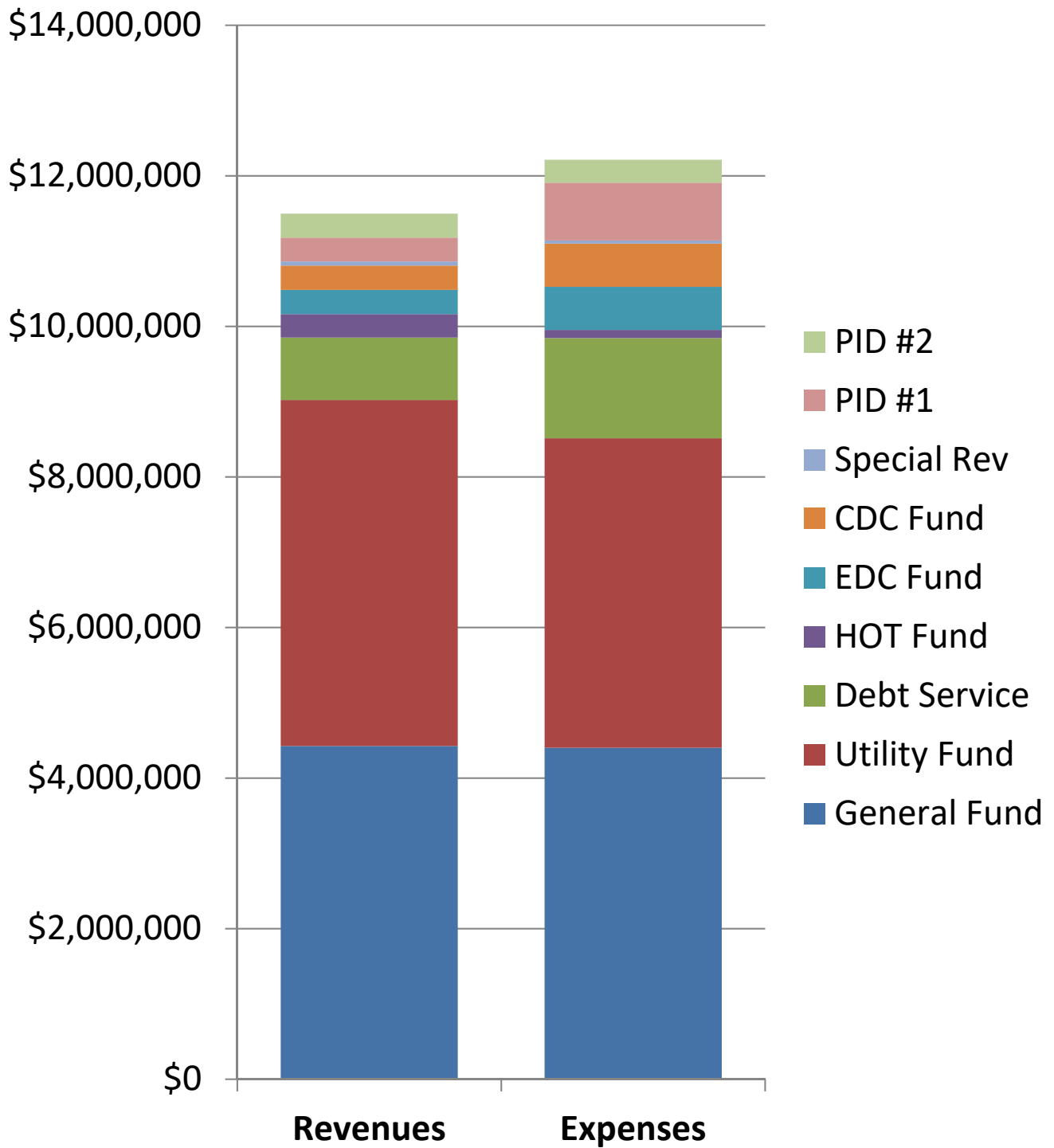
The Proprietary Funds are for ongoing organizations and activities that are similar to those often found in the private sector. These funds include:

- Enterprise Funds
- Internal Service Funds

Enterprise Funds account for services that are funded directly user fees. They are financed similarly to a private business, in that cost of providing goods and services are self-supporting. The Utility Fund is used to account for the provision of water and wastewater services to the citizens of Northlake. All activities necessary to provide such services are accounted for in this fund, including administration, operations, maintenance, financing, debt service, billing and collection. Internal Service Funds capture and distribute internal service costs such as fleet and building maintenance. The Equipment Fund supports vehicle and equipment purchases and leases, and parts and maintenance. The Building Fund will provide for operations and maintenance of shared Town facilities and allow for repairs to existing buildings. Information Technology Fund accounts for services and computer replacement.

Town of Northlake

All Funds Summary



TOWN OF NORTHLAKE

Property Tax Summary		Certified 2018 Tax Year		
<u>Net Taxable Value:</u>		TOTAL	TIRZ	NET
Total Preliminary Value as of July 14, 2018		\$ 781,484,615	\$ 146,761,067	
Less Exemptions and Caps:				
Disabled Veteran		\$ (311,500)	\$ (128,500)	
Over 65		\$ (1,309,237)		
Homestead		\$ (3,459,362)	\$ (548,545)	
Less Value Losses:				
Agricultural Productivity		\$ (96,102,804)	\$ (789,862)	
Non-profit Organization		\$ (7,764,708)	\$ (798)	
Personal Property Nominal Inventory		\$ -		
Freeport Inventory		\$ (9,470,449)		
Tax Abatements		\$ (37,295,014)		
Total Reduction to Values		<u>\$ (155,713,074)</u>	<u>\$ (1,467,705)</u>	
Net Taxable Value		<u><u>\$ 625,771,541</u></u>	<u><u>\$ 145,293,362</u></u>	
Less TIRZ Base Year			\$ (5,549,784)	
<u>Estimated Property Tax Collections:</u>				
Net Taxable Value		\$ 625,771,541	\$ 139,743,578	
Proposed Tax Rate per \$100 valuation		\$ 0.2950	\$ 0.0909	
Estimated Property Tax Levy		<u><u>\$ 1,846,026</u></u>	<u><u>\$ 127,027</u></u>	
<u>Tax Rate Distribution Schedule:</u>		<u>Tax Rate per \$100</u>		
Maintenance and Operations	58%	\$ 0.1705		
Debt Service	42%	\$ 0.1245		
Total Distribution of Tax Rate		<u><u>\$ 0.295</u></u>		
<u>Distribution of Estimated Tax Revenue:</u>				
Maintenance and Operations		\$ 1,066,734	\$ (127,027)	939,707
Debt Service		\$ 779,292		779,292
Total Estimated Tax Revenue		<u><u>\$ 1,846,026</u></u>		<u><u>\$ 1,718,999</u></u>



Town of Northlake
GENERAL FUND

Fund: 100	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	1,478,315	1,510,410	1,878,278	1,878,278	1,878,278	1,501,455
REVENUES:						
Court Fines	601,110	592,248	600,000	369,735	500,000	500,000
Sales/Beverage Tax	679,648	623,492	480,000	447,067	600,000	600,000
Ad Valorem Taxes	693,972	744,911	842,210	911,586	910,000	939,707
Permits	31,452	20,760	21,450	16,517	19,550	19,550
Franchise Fees	257,563	282,277	311,000	245,942	332,000	380,000
Building Permits	686,682	793,743	969,500	683,749	903,725	1,004,500
Development	343,565	527,041	437,500	313,389	703,050	502,250
Transfers	175,000	200,000	230,881	155,291	230,881	270,881
Other Revenue:	110,340	149,495	156,260	118,495	156,260	208,260
TOTAL REVENUES:	3,579,331	3,933,968	4,048,801	3,261,772	4,355,466	4,425,148
EXPENDITURES:						
Payroll & Benefits	1,635,467	1,873,267	2,399,917	1,635,042	2,422,727	2,417,146
Supplies	105,596	116,755	156,108	92,773	152,548	159,338
Maintenance	187,603	189,990	288,378	220,676	293,678	180,611
Utilities	14,661	17,546	19,095	14,064	21,675	22,775
Services	843,499	700,190	908,991	492,831	855,286	822,239
Capital Outlay	2,484	-	33,225	9,542	21,400	6,000
Transfers	757,927	668,352	234,000	233,625	347,500	449,180
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	3,547,237	3,566,099	4,039,714	2,698,553	4,114,814	4,057,289
REV OVER/(UNDER) EXP	32,094	367,868	9,087	563,219	240,652	367,859
ENDING FUND BALANCE	1,510,410	1,878,278	1,887,365	2,441,498	2,118,930	1,869,314

Budget Requests

Transfer to Building Fund	100,000	
Transfer to Debt Service Fund	500,000	
Officer Safety & Investigative Tools	17,475	
Fourth of July Special Event		25,000
Accountant		56,524
Planner		66,495
Police Sergeant		93,550
Public Works Dump Truck & Trailer Fuel & Maintenance		1,750
Salary Adjustments		101,651
Total Budget Requests	617,475	344,970

REVISED REV OVER/(UNDER) EXP	(376,823)	22,889
REVISED ENDING FUND BAL - UNASSIGNED	1,501,455	1,524,344



Town of Northlake
HOTEL OCCUPANCY TAX

Fund: 110	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	1,029,865	1,258,552	1,484,307	1,484,307	1,484,307	1,703,537
REVENUES:						
Taxes / Fees & Fines	257,813	267,965	300,000	303,017	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	21,535	17,407	10,805	2,724	10,805	10,805
TOTAL REVENUE:	279,348	285,372	310,805	305,742	310,805	310,805
EXPENDITURES:						
Payroll & Benefits	27,911	34,336	33,675	34,360	33,675	48,529
Supplies	-	-	-	49	-	-
Maintenance	-	65	-	77	-	-
Utilities	167	-	-	-	-	-
Services	22,583	24,795	55,600	16,453	55,600	55,600
Capital Outlay	-	-	-	-	-	-
Transfers	1,690	1,739	1,800	1,725	2,300	3,235
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	52,351	60,936	91,075	52,664	91,575	107,364
REV OVER/(UNDER) EXP	226,996	224,437	219,730	253,078	219,230	203,441
ENDING FUND BALANCE	1,256,862	1,482,988	1,704,037	1,737,386	1,703,537	1,906,978

Budget Requests

Salary Adjustment	3,104
Total Budget Requests	3,104

REVISED REV OVER/(UNDER) EXP	200,337
-------------------------------------	----------------

REVISED ENDING FUND BAL - UNASSIGNED	1,903,874
---	------------------



Town of Northlake
COURT SECURITY SPECIAL REVENUE

Fund: 120	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	85,266	94,340	99,558	99,558	99,558	62,758
REVENUES:						
Court Technology	-	-	-	-	-	-
Court Security	11,845	11,324	12,000	7,518	12,000	12,000
Seatbelt Fees	-	-	-	-	-	-
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Interest	167	963	200	1,981	200	200
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	12,012	12,287	12,200	9,499	12,200	12,200
EXPENDITURES:						
Payroll & Benefits	99	1,098	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	2,838	5,971	9,000	4,664	9,000	9,000
Capital Outlay	-	-	-	-	40,000	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	2,937	7,069	9,000	4,664	49,000	9,000
REV OVER/(UNDER) EXP	9,075	5,218	3,200	4,835	(36,800)	3,200
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	94,340	99,558	102,758	104,393	62,758	65,958



Town of Northlake
COURT TECHNOLOGY SPECIAL REVENUE

Fund: 121	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	3,417	13,433	(2,651)	(2,651)	(2,651)	8,920
REVENUES:						
Court Technology	15,785	15,094	16,000	10,019	16,000	16,000
Court Security	-	-	-	-	-	-
Seatbelt Fees	-	-	-	-	-	-
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Interest	-	781	-	1,841	-	-
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	15,785	15,876	16,000	11,860	16,000	16,000
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	4,325	5,885	-	-	-
Utilities	2,159	1,943	3,000	-	-	-
Services	3,609	16,035	5,000	1,429	4,429	-
Capital Outlay	-	9,657	-	-	-	5,000
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	5,769	31,960	13,885	1,429	4,429	5,000
REV OVER/(UNDER) EXP	10,016	(16,084)	2,115	10,431	11,571	11,000
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	13,433	(2,651)	(536)	7,780	8,920	19,920



Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION

Fund: 130	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	592,373	595,579	612,391	612,391	612,391	526,016
REVENUES:						
Taxes / Fees & Fines	339,824	311,471	240,000	223,534	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	15,908	23,048	22,650	22,041	22,650	22,650
TOTAL REVENUE:	355,732	334,519	262,650	245,574	322,650	322,650
EXPENDITURES:						
Payroll & Benefits	29,540	26,554	33,025	24,832	33,025	35,779
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	39,250	34,208	59,250	64,750
Incentives	250,000	233,700	125,500	195,004	270,500	370,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,690	26,739	26,800	20,475	27,300	33,235
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	352,526	317,707	228,525	275,972	394,025	507,714
REV OVER/(UNDER) EXP	3,206	16,812	34,125	(30,397)	(71,375)	(185,064)
ENDING FUND BALANCE	595,579	612,391	646,516	581,993	541,016	340,952
Budget Requests						
Sam Lee Driveway Relocation					15,000	
Amano Bistro Pioneer Grant						50,000
Burgerim Pioneer Grant						12,500
Salary Adjustment						3,104
Total Budget Requests					15,000	65,604
REVISED REV OVER/(UNDER) EXP					(86,375)	(250,668)
REVISED ENDING FUND BAL					526,016	275,348



COMMUNITY DEVELOPMENT CORPORATION

Fund:	131	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:		571,429	575,332	592,138	592,138	592,138	505,763

REVENUES:

Taxes / Fees & Fines	339,824	311,471	240,000	223,534	300,000	300,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	15,859	23,021	22,650	22,033	22,650	22,650
TOTAL REVENUE:	355,683	334,492	262,650	245,567	322,650	322,650

EXPENDITURES:

Payroll & Benefits	29,390	26,554	33,025	24,782	33,025	35,479
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	39,250	35,487	59,250	64,750
Incentives	250,000	233,700	125,500	195,004	270,500	370,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,691	26,739	26,800	20,475	27,300	33,235
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	351,780	317,685	228,525	277,202	394,025	507,414
REV OVER/(UNDER) EXP	3,903	16,807	34,125	(31,635)	(71,375)	(184,764)

ENDING FUND BALANCE	575,332	592,138	626,263	560,504	520,763	320,999
----------------------------	----------------	----------------	----------------	----------------	----------------	----------------

Budget Requests

Sam Lee Driveway Relocation	15,000	
Amano Bistro Pioneer Grant		50,000
Burgerim Pioneer Grant		12,500
Salary Adjustment		3,104
Total Budget Requests	15,000	65,604

REVISED REV OVER/(UNDER) EXP	(86,375)	(250,368)
-------------------------------------	-----------------	------------------

REVISED ENDING FUND BAL	505,763	255,395
--------------------------------	----------------	----------------



Town of Northlake
POLICE SPECIAL TRAINING

Fund: 151	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	-	416	416	416	416	473
REVENUES:						
Interest	-	-	-	-	-	-
Seatbelt Fees	-	-	-	-	-	-
Seized Monies & Goods	-	-	-	-	-	-
State Training	416	-	-	1,377	1,377	1,400
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	416	-	-	1,377	1,377	1,400
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	-	-	1,320	1,320	1,400
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	-	-	1,320	1,320	1,400
REV OVER/(UNDER) EXP	416	-	-	57	57	-
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	416	416	416	473	473	473



Town of Northlake
CHILD SAFETY SPECIAL REVENUE

Fund: 152	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	86,060	90,417	92,989	92,989	92,989	95,589
REVENUES:						
Court Technology	-	-	-	-	-	-
Court Security	-	-	-	-	-	-
Seatbelt Fees	5,830	3,845	15,000	2,055	3,000	3,000
Seized Monies & Goods	-	-	-	-	-	-
State Training	-	-	-	-	-	-
Child Safety	1,773	2,100	1,000	1,438	2,000	2,000
Transfers	-	-	-	-	-	-
Interest	139	939	100	1,916	100	2,100
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	7,742	6,884	16,100	5,409	5,100	7,100
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	3,385	2,812	3,250	410	500	1,000
Maintenance	-	1,500	1,500	1,500	1,500	1,500
Utilities	-	-	-	-	-	-
Services	-	-	1,500	-	500	1,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	3,385	4,312	6,250	1,910	2,500	3,500
REV OVER/(UNDER) EXP	4,357	2,572	9,850	3,498	2,600	3,600
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	90,417	92,989	102,839	96,487	95,589	99,189

Budget Requests

Children At Play Traffic Sign 5,000

Total Budget Requests **5,000**

REVISED REV OVER/(UNDER) EXP **(1,400)**

REVISED ENDING FUND BAL **97,789**



Town of Northlake
COURT ONLINE ACCESS FEES

Fund: 153	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	-	46,232	56,668	-	40,947	41,507
REVENUES:						
Online Access Fees	21,013	19,646	18,000	8,758	18,000	18,000
Transfers	59,416	-	-	-	-	-
Interest Revenue	-	973	-	1,841	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	80,428	20,619	18,000	10,599	18,000	18,000
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	1,680	1,680	-
Maintenance	-	-	-	5,922	5,000	5,000
Utilities	-	-	-	-	-	-
Services	34,197	10,182	11,600	7,055	13,300	11,500
Capital Outlay	-	-	3,240	-	3,240	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	34,197	10,182	14,840	14,657	23,220	16,500
REV OVER/(UNDER) EXP	46,232	10,437	3,160	(4,059)	(5,220)	1,500
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	46,232	56,668	59,828	40,947	44,747	48,547



Town of Northlake
DEBT SERVICE

Fund: 160	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	34,765	249,740	126,530	126,530	126,530	720,093
REVENUES:						
Taxes / Fees & Fines	260,514	408,634	556,937	599,282	600,000	779,292
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	200,000	50,000	-	37,500	50,000	50,000
Bond Proceeds	-	8,380,000	-	-	-	-
Other Revenue:	66	216,558	500	1,851	500	1,200
TOTAL REVENUE:	460,580	9,055,192	557,437	638,633	650,500	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	565,787	93,563	301,239
ENDING FUND BALANCE	249,740	126,530	127,030	692,317	220,093	1,021,332
Budget Requests						
Transfer from General Fund					500,000	
North & South Elevated Water Storage Debt Service						801,780
Total Budget Requests					500,000	801,780
REVISED REV OVER/(UNDER) EXP					593,563	(500,542)
REVISED ENDING FUND BAL					720,093	219,552



Town of Northlake
WATER & WASTEWATER

Fund: 200	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	2,227,459	2,653,339	2,840,035	2,840,035	2,840,035	3,178,307
REVENUES:						
Water Sales	1,216,909	1,564,207	2,000,000	1,342,183	2,000,000	2,750,000
Water Fees	166,850	203,250	250,250	188,030	250,250	250,250
Sewer Sales	680,368	917,177	1,200,000	783,844	1,200,000	1,500,000
Sewer Fees	6,350	21,100	20,000	19,100	20,000	20,000
Other Revenue:	81,855	86,946	10,650	89,112	88,050	75,050
TOTAL REVENUES:	2,152,332	2,792,680	3,480,900	2,422,269	3,558,300	4,595,300
EXPENSES:						
Payroll & Benefits	244,699	331,210	444,528	278,124	456,478	438,037
Supplies	26,783	38,546	105,795	23,217	65,795	51,250
Maintenance	104,721	107,506	136,300	69,132	111,300	105,800
Wholesale Water	722,044	881,097	1,000,000	656,908	1,200,000	1,500,000
Sewer Treatment	228,325	732,937	1,000,000	439,255	800,000	1,000,000
Utilities	36,092	35,001	46,620	21,096	46,620	46,620
Services	191,908	182,426	92,235	70,838	101,735	77,650
Capital Outlay	-	-	210,000	119,875	184,000	184,000
Transfers	171,629	297,262	299,100	228,075	254,100	372,615
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,726,201	2,605,985	3,334,578	1,906,519	3,220,028	3,775,972
REV OVER/(UNDER) EXP	426,131	186,695	146,322	515,750	338,272	819,328
ENDING FUND BALANCE	2,653,589	2,840,035	2,986,357	3,355,784	3,178,307	3,997,635
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)	(424,497)	(424,497)	(424,497)	(424,497)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(35,427)	(76,735)	(47,925)	321,503	144,025	963,353

Budget Requests

Accountant	18,841
Public Works Maintenance Worker	54,200
Public Works Dump Truck & Trailer Fuel & Maintenance	1,750
Sewer System Evaluation & Repair	244,100
Salary Adjustments	16,630

Total Budget Requests **335,521**

REVISED REV OVER/(UNDER) EXP **483,807**

REVISED ENDING UNRESTRICTED FUND BAL **627,832**



Town of Northlake
WATER IMPACT FEES - NORTH

Fund: 202	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	(25,964)	8,402	279,528	279,528	279,528	176,218
REVENUES:						
Water Impact Fees	60,504	307,575	250,000	269,084	250,000	250,000
Sewer Impact Fees	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	-	17,278	1,700	15,132	1,700	1,700
TOTAL REVENUE:	60,504	324,853	251,700	284,216	251,700	251,700
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	4,299	38,535	600,000	13,824	50,000	200,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Debt Service	21,838	15,192	305,010	(819)	305,010	-
TOTAL EXPENSES:	26,137	53,727	905,010	13,005	355,010	200,000
REV OVER/(UNDER) EXP	34,367	271,125	(653,310)	271,211	(103,310)	51,700
ENDING FUND BALANCE	8,402	279,528	(373,782)	550,739	176,218	227,918
Less: Net Capital Assets	(632,125)	(625,213)	(625,213)	(625,213)	(625,213)	(625,213)
Less: Future Impact Fees	(13,444)	(13,444)	(13,444)	(13,444)	(13,444)	(13,444)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(637,167)	(359,129)	(1,012,439)	(87,918)	(462,439)	(410,739)



Town of Northlake
WATER CAPITAL PROJECTS

Fund: 203	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	764,864	731,964	693,813	693,813	693,813	667,932
REVENUES:						
Water Sales	-	-	-	-	-	-
Water Fees	-	-	-	-	-	-
Sewer Sales	-	-	-	-	-	-
Sewer Fees	-	-	-	-	-	-
Cost Recovery Fees	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	5,932	13,504	-	17,998	-	-
TOTAL REVENUE:	5,932	13,504	-	17,998	-	-
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	26,116	40,776	-	175	-	5,300
Capital Outlay	-	-	-	-	-	10,000,000
Transfers	-	-	30,881	-	(0)	-
Lease Purchase Debt Service	12,717	10,879	-	3,873	25,881	30,581
TOTAL EXPENSES:	38,832	51,655	30,881	4,048	25,881	10,035,881
REV OVER/(UNDER) EXP	(32,900)	(38,151)	(30,881)	13,950	(25,881)	(10,035,881)
ENDING FUND BALANCE	731,964	693,813	662,932	707,763	667,932	(9,367,949)
Less: Net Capital Assets	(1,063,529)	(1,023,427)	(1,023,427)	(1,023,427)	(1,023,427)	(1,023,427)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(331,565)	(329,615)	(360,496)	(315,664)	(355,495)	(10,391,376)

Budget Requests:

Water Towers Bond Proceeds 10,000,000

Total Budget Requests

10,000,000

REVISED REV OVER/(UNDER) EXP

(35,881)

REVISED ENDING UNRESTRICTED FUND BAL

(391,376)



Town of Northlake
WATER IMPACT FEES - SOUTH

Fund: 204	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	590,101	1,022,565	1,170,004	1,170,004	1,170,004	1,459,704
REVENUES:						
Water Impact Fees	391,488	160,946	400,000	263,764	400,000	200,000
Sewer Impact Fees	40,976	40,975	88,000	29,888	88,000	50,000
Transfers	-	-	-	-	-	-
Other Revenue:	-	1,174	1,700	1,856	1,700	1,700
TOTAL REVENUE:	432,464	203,095	489,700	295,508	489,700	251,700
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	55,656	600,000	40,754	200,000	512,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	55,656	600,000	40,754	200,000	512,000
REV OVER/(UNDER) EXP	432,464	147,439	(110,300)	254,753	289,700	(260,300)
ENDING FUND BALANCE	1,022,565	1,170,004	1,059,704	1,424,757	1,459,704	1,199,404
Less: Net Capital Assets	-	-	-	-	-	-
Less: Future Impact Fees	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	1,022,565	1,170,004	1,059,704	1,424,757	1,459,704	1,199,404



Town of Northlake
CAPITAL PROJECTS

Fund:	301	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:		(13,986)	11,071	5,909,853	5,909,853	5,909,853	4,459,853
REVENUES:							
Taxes / Fees & Fines	-	-	-	-	-	-	-
Permits and Registrations	-	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-	-
Development	-	-	-	-	-	-	-
Transfers	50,000	6,660,000	-	-	-	-	-
Bond Proceeds	-	(25,000)	6,700,000	-	-	-	-
Other Revenue:	57	1,235,504	-	78,612	-	-	-
TOTAL REVENUE:	50,057	7,870,504	6,700,000	78,612	-	-	-
EXPENDITURES:							
Payroll & Benefits	-	-	-	-	-	-	-
Supplies	-	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-	-
Utilities	-	-	-	-	-	-	-
Services	-	353,795	-	112,427	150,000	-	-
Capital Outlay	-	1,617,927	5,200,000	731,883	1,300,000	3,550,000	-
Transfers	-	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	1,971,722	5,200,000	844,310	1,450,000	3,550,000	-
REV OVER/(UNDER) EXP	50,057	5,898,782	1,500,000	(765,698)	(1,450,000)	(3,550,000)	-
Changes to Fund Balance	-	-	-	-	-	-	-
ENDING FUND BALANCE	36,071	5,909,853	7,409,853	5,144,155	4,459,853	909,853	-



Town of Northlake
NORTH LAKE PID#1 - HARVEST COMMUNITY

Fund: 401	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	-	(5,607)	758	758	758	758
REVENUES:						
Assessments	131,219	294,469	501,050	502,594	501,050	780,150
Transfers	-	-	-	-	-	-
Other Revenue:	-	-	-	2,059	-	-
TOTAL REVENUE:	131,219	294,469	501,050	504,653	501,050	780,150
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	136,733	288,104	501,050	311,760	501,050	779,600
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	136,733	288,104	501,050	311,760	501,050	779,600
REV OVER/(UNDER) EXP	(5,514)	6,365	-	192,893	-	550
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	(5,514)	758	758	193,651	758	1,308



Town of Northlake
NORTH LAKE PID#2 - THE HIGHLANDS

Fund: 402	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	3,103,098	1,379,116	118,594	118,594	118,594	143,994
REVENUES:						
Assessments	305,200	316,034	317,899	312,408	317,899	440,355
Transfers	-	-	-	-	-	-
Other Revenue	13,972	8,857	10,000	332	10,000	10,000
Other Financing Sources	-	-	-	-	-	-
TOTAL REVENUE:	319,172	324,892	327,899	312,740	327,899	450,355
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	-	-	10,824	21,436	10,824	11,041
Utilities	-	-	-	-	-	-
Services	1,745,835	1,309,538	13,150	4,543	13,150	13,150
Transfers	-	-	-	-	-	-
Bond Debt Service	297,320	275,875	278,525	32,918	278,525	280,125
TOTAL EXPENDITURES:	2,043,155	1,585,413	302,499	58,896	302,499	304,316
REV OVER/(UNDER) EXP	(1,723,982)	(1,260,521)	25,400	253,844	25,400	146,039
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	1,379,116	118,594	143,994	372,438	143,994	290,033



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 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	-	(1,385)	5,197	5,197	5,197	5,197
REVENUES:						
Ad Valorem Taxes	-	36,896	73,451	73,451	73,451	127,027
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	36,896	73,451	73,451	73,451	127,027
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	43,451	-	43,451	97,027
Utilities	-	-	-	-	-	-
Services	1,385	30,314	30,000	4,591	30,000	30,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,385	30,314	73,451	4,591	73,451	127,027
REV OVER/(UNDER) EXP	(1,385)	6,582	0	68,860	0	-
ENDING FUND BALANCE	(1,385)	5,197	5,197	74,056	5,197	5,197



Town of Northlake
TECHNOLOGY SERVICES FUND

Fund: 504	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE	-	-	89,719	89,719	89,719	36,019
REVENUES:						
Mayor & Council	-	-	500	4,875	6,500	6,500
Administration-GF	-	100,000	9,000	9,000	12,000	12,000
Town Secretary	-	-	4,000	3,750	5,000	5,000
Municipal Courts	-	-	12,000	12,000	16,000	16,000
Development	-	-	5,000	4,875	6,500	6,500
Police	-	-	36,000	35,250	47,000	47,000
Public Works	-	-	10,000	9,750	13,000	13,000
Administration-HOT	-	-	1,000	1,125	1,500	1,500
Administration-EDC	-	-	1,000	1,125	1,500	1,500
Administration-CDC	-	-	1,000	1,125	1,500	1,500
Administration-WS Fund	-	-	3,000	3,000	4,000	4,000
Utility Department	-	-	11,000	11,250	15,000	15,000
Interest Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	100,000	93,500	97,125	129,500	129,500
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	428	1,450	4,743	1,450	16,000
Utilities	-	-	16,000	8,553	15,500	31,000
Services	-	9,853	100,000	78,332	100,000	111,000
Capital Outlay	-	-	66,250	23,167	66,250	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	10,281	183,700	114,794	183,200	158,000
REV OVER/(UNDER) EXP	-	89,719	(90,200)	(17,669)	(53,700)	(28,500)
ENDING FUND BALANCE	-	89,719	(481)	72,049	36,019	7,519
Less: Net Capital Assets	-	-	-	-	-	-
Less: Customer Deposits	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	-	89,719	(481)	72,049	36,019	7,519



Town of Northlake
EQUIPMENT SERVICES FUND

Fund: 505	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	335,090	370,929	778,413	778,413	778,413	741,913
REVENUES:						
Equip. Service Revenue-PD	69,750	110,000	110,000	82,500	110,000	110,000
Equip. Service Revenue-PW	25,000	25,000	25,000	18,750	25,000	25,000
Equip. Service Revenue-Utilities	25,000	125,000	75,000	56,250	75,000	75,000
Equip. Service Revenue-Dev	-	-	12,000	9,000	12,000	12,000
Sale of Equipment Proceeds	-	-	11,000	2,683	11,000	11,000
Transfers from GF	12,500	-	-	-	-	-
Transfer from Debt Fund	-	305,000	-	-	-	-
Transfers from UF	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-
Insurance Proceeds	-	49,677	-	32,878	-	-
Other Revenue	363	9,067	500	1,905	500	500
TOTAL REVENUE:	132,613	623,745	233,500	203,966	233,500	233,500
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	3,388	44,818	2,000	35,831	42,000	7,000
Utilities	-	-	-	-	-	-
Services	93,386	171,443	-	-	-	-
Capital Outlay	-	-	223,000	208,434	223,000	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	5,000	-	5,000	-
TOTAL EXPENSES:	96,774	216,260	230,000	244,265	270,000	7,000
REV OVER/(UNDER) EXP	35,839	407,484	3,500	(40,299)	(36,500)	226,500
ENDING FUND BALANCE	370,929	778,413	781,913	738,114	741,913	968,413
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	110,861	114,361	70,562	74,361	300,861
Budget Requests:						
2 Police Vehicles						110,000
Pubic Works Dump Truck						130,000
Public Works Trailer						27,000
Total Budget Requests						267,000
REVISED REV OVER/(UNDER) EXP						(40,500)
REVISED ENDING UNRESTRICTED FUND BAL						33,861



Town of Northlake
BUILDING SERVICES FUND

Fund: 506	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
BEGINNING FUND BALANCE:	-	264,839	589,702	589,702	589,702	158,412
REVENUES:						
Mayor & Council	-	825	400	300	400	13,890
Administration-GF	14,546	16,000	7,000	5,250	7,000	17,360
Town Secretary	6,325	6,958	3,100	2,325	3,100	6,945
Municipal Courts	18,973	20,870	9,200	6,900	9,200	20,830
Development	7,905	8,696	3,800	2,850	3,800	8,680
Police	56,919	62,611	27,400	20,550	27,400	97,225
Public Works	15,811	17,392	7,600	5,700	7,600	31,250
Administration-HOT	1,581	1,739	800	600	800	1,735
Administration-EDC	1,581	1,739	800	600	800	1,735
Administration-CDC	1,581	1,739	800	600	800	1,735
Administration-WS Fund	4,427	4,870	2,200	1,650	2,200	10,420
Utility Department	15,811	17,392	7,900	5,925	7,900	38,195
Maintenance Reserve	260,001	250,000	-	-	-	-
Interest Income	-	1,159	-	1,856	-	-
Insurance Proceeds	-	43,812	-	3,025	-	-
TOTAL REVENUE:	405,461	455,803	71,000	58,130	71,000	250,000
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Building Lease	21,860	21,684	21,660	16,879	21,660	146,660
Supplies	3,331	2,304	3,100	3,579	3,100	3,100
Maintenance	6,446	5,562	8,000	12,909	8,000	8,000
Utilities	24,730	24,473	30,500	9,145	15,000	15,000
Services	84,255	76,916	7,200	11,136	7,200	84,552
Capital Outlay	-	-	475,000	87,809	547,330	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	140,622	130,939	545,460	141,458	602,290	257,312
REV OVER/(UNDER) EXP	264,839	324,863	(474,460)	(83,328)	(531,290)	(7,312)
ENDING FUND BALANCE	264,839	589,702	115,242	506,375	58,412	151,100
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	482,304	34,341	127,029

Budget Requests:

General Fund transfer for Town Commons audio visual 100,000

Total Budget Requests	100,000	-
REVISED REV OVER/(UNDER) EXP	(431,290)	(7,312)
REVISED ENDING UNRESTRICTED FUND BAL	134,341	127,029



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
COUNCIL						
EXPENDITURES:						
Payroll & Benefits	2,103	1,997	2,600	1,801	2,600	2,600
Supplies	817	625	1,100	1,826	2,040	1,940
Maintenance	205	65	-	-	-	-
Utilities	822	629	750	632	750	750
Services	9,933	12,640	15,000	22,437	16,900	7,500
Capital Outlay	-	-	-	-	-	-
Transfers	-	825	900	5,175	6,900	20,390
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	13,879	16,781	20,350	31,870	29,190	33,180
ADMINISTRATION						
EXPENDITURES:						
Payroll & Benefits	290,158	321,999	342,540	244,532	342,540	350,120
Supplies	10,033	14,336	15,725	4,052	7,925	7,925
Maintenance	306	4,933	650	7,703	8,450	650
Utilities	2,147	1,529	1,200	1,044	1,200	1,200
Services	278,553	180,012	228,325	117,826	203,325	228,325
Capital Outlay	-	-	-	-	-	-
Transfers	15,546	66,000	16,000	14,250	19,000	29,360
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	596,743	588,808	604,440	389,406	582,440	617,580
TOWN SECRETARY						
EXPENDITURES:						
Payroll & Benefits	86,698	92,896	97,315	72,746	97,315	98,251
Supplies	2,323	2,369	3,610	1,890	3,610	3,610
Maintenance	51	146	500	-	500	500
Utilities	485	-	-	-	-	-
Services	9,781	17,340	16,650	10,653	20,150	24,750
Capital Outlay	-	-	-	-	-	-
Transfers	6,759	112,631	900	6,075	8,100	11,945
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	106,097	225,382	118,975	91,364	129,675	139,056



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
MUNICIPAL COURT						
EXPENDITURES:						
Payroll & Benefits	184,886	197,385	211,065	149,435	207,265	207,019
Supplies	3,286	3,794	6,040	2,494	6,040	6,040
Maintenance	3,266	2,537	-	-	-	-
Utilities	-	-	-	-	-	-
Services	(1,673)	32,257	54,500	21,139	34,000	30,500
Capital Outlay	-	-	-	-	-	-
Transfers	20,277	20,870	21,200	18,900	25,200	36,830
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	210,042	256,844	292,805	191,968	272,505	280,389
DEVELOPMENT SERVICES						
EXPENDITURES:						
Payroll & Benefits	68,981	75,249	135,518	89,469	154,428	158,618
Supplies	3,999	1,738	4,700	2,282	5,000	5,000
Maintenance	1,297	546	150	400	400	400
Utilities	630	579	600	873	1,200	1,200
Services	384,051	308,282	382,450	218,295	371,525	357,850
Capital Outlay	-	-	-	-	-	-
Transfers	8,449	8,696	8,800	16,725	22,300	27,180
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	467,406	395,090	532,218	328,044	554,853	550,248
POLICE						
EXPENDITURES:						
Payroll & Benefits	824,652	939,339	1,209,154	850,444	1,216,854	1,247,032
Supplies	60,634	66,044	87,328	52,263	88,828	92,643
Maintenance	31,660	25,640	41,228	45,479	49,578	45,336
Utilities	6,344	5,247	7,500	6,713	7,500	8,600
Services	41,993	56,079	59,360	15,716	56,680	63,108
Capital Outlay	2,484	-	27,225	7,952	19,810	-
Transfers	130,582	172,611	137,400	138,300	220,400	254,225
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,098,349	1,264,959	1,569,195	1,116,867	1,659,650	1,710,944



Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
PUBLIC WORKS - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	176,630	243,269	386,725	223,663	386,725	338,505
Supplies	24,490	27,809	37,605	27,504	39,105	42,180
Maintenance	150,818	150,524	245,850	167,096	234,750	133,725
Utilities	4,234	9,563	9,045	4,803	11,025	11,025
Services	43,872	34,933	28,000	16,156	28,000	28,000
Capital Outlay	-	-	6,000	1,590	1,590	6,000
Transfers	41,898	42,392	42,600	34,200	45,600	69,250
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	441,942	508,489	755,825	475,011	746,795	628,685
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	75,173	124,706	82,206
Capital Outlay	-	-	-	-	-	-
Transfers	534,416	350,000	900	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	612,778	415,420	140,606	78,587	139,706	97,206
ADMINISTRATION - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	76,329	111,994	129,467	66,375	133,467	99,532
Supplies	6,148	5,795	8,700	1,721	24,200	4,200
Maintenance	51	1,322	100	4,186	4,600	100
Utilities	43	-	-	-	-	-
Services	101,964	114,912	25,350	24,976	29,850	35,850
Capital Outlay	-	-	-	6,801	-	-
Transfers	129,731	154,870	155,200	154,650	156,200	244,420
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	314,267	388,893	318,817	258,709	348,317	384,102

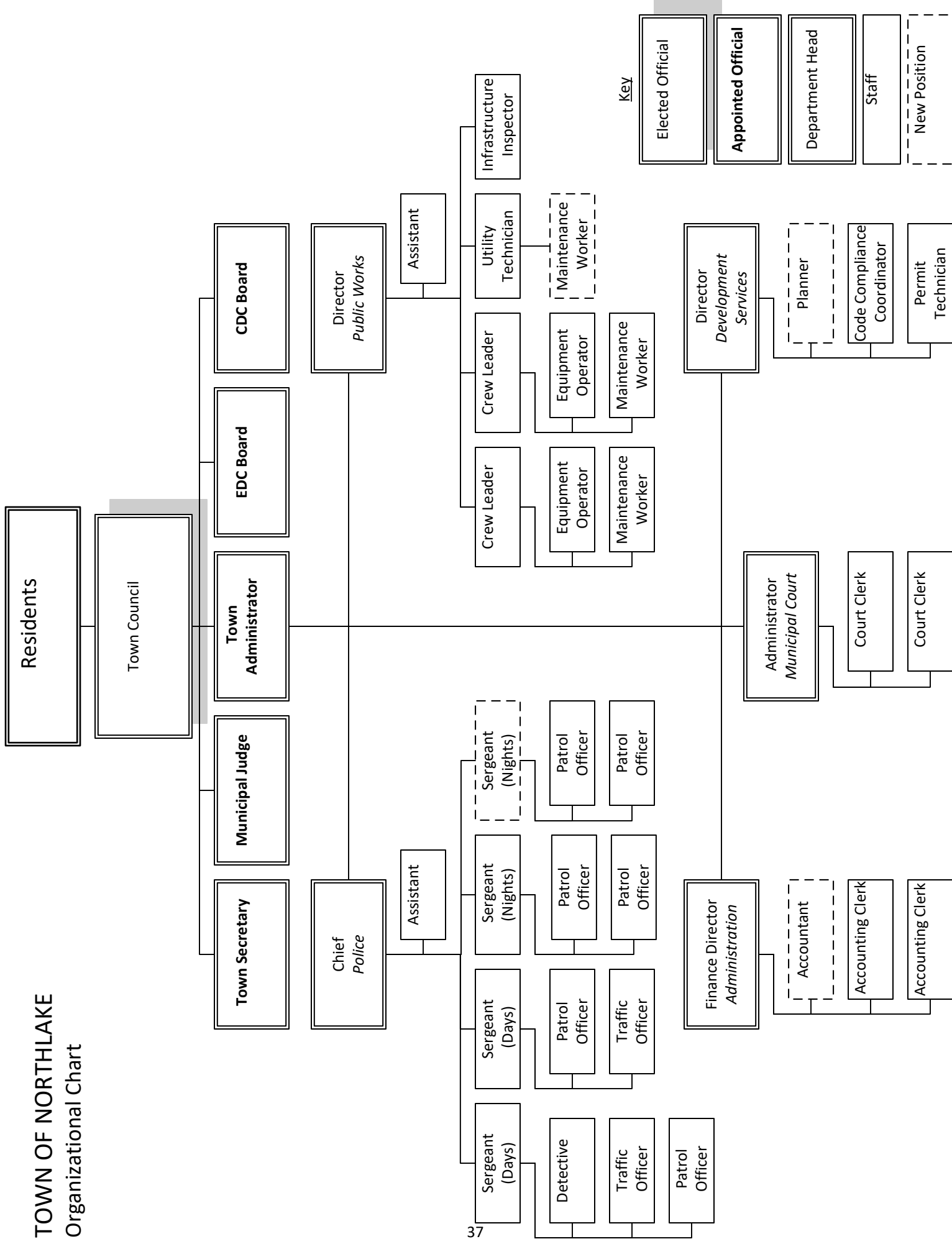


Town of Northlake
DEPARTMENT REPORT

	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 06/30	FY 2018 Revised Budget	FY 2019 Proposed Budget
PUBLIC WORKS - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	168,345	219,216	315,061	211,750	323,011	338,505
Supplies	20,635	32,751	97,095	21,496	41,595	47,050
Maintenance	104,670	106,183	136,200	64,946	106,700	105,700
Utilities	986,418	1,649,035	2,046,620	1,117,259	2,046,620	2,546,620
Services	72,170	38,649	41,800	30,189	46,800	41,800
Capital Outlay	-	-	210,000	113,074	184,000	184,000
Transfers	41,898	142,392	143,900	73,425	97,900	128,195
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,394,136	2,188,227	2,990,676	1,632,137	2,846,626	3,391,870
PUBLIC WORKS - NON-DEPARTMENTAL						
EXPENSES:						
Payroll & Benefits	25	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	17,774	28,865	25,085	15,673	25,085	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	17,799	28,865	25,085	15,673	25,085	-

TOWN OF NORTHLAKE

Organizational Chart



TOWN OF NORTHLAKE

Personnel Distribution

Full-Time Equivalents

	2016/17 Actual	2017/18 Adopted	2017/18 Amended	2017/18 Actual	2018/19 Requests	2018/19 Proposed
<u>GENERAL FUND</u>						
Administration						
Town Administrator	1.00	1.00		1.00		1.00
Town Secretary	1.00	1.00		1.00		1.00
Finance Director (75%)	0.75	0.75		0.75		0.75
Accountant (75%)	0.00	0.00		0.00	0.56	0.56
Accounting Clerk (75%)	0.75	0.75		0.75		0.75
Total	3.50	3.50	0.00	3.50	0.56	4.06
Development Services						
Development Director (25%)	0.25	0.25		0.25		0.25
Planner	0.00	0.00		0.00	0.75	0.75
Code Compliance Coordinator	0.00	0.00		0.75	0.25	1.00
Permit Technician	1.00	1.00		1.00		1.00
Total	1.25	1.25	0.00	2.00	1.00	3.00
Municipal Court						
Court Administrator	1.00	1.00		1.00		1.00
Court Clerk	2.00	2.00		2.00		2.00
Total	3.00	3.00	0.00	3.00	0.00	3.00
Police						
Police Chief	1.00	1.00		1.00		1.00
Lieutenant	0.00	0.00		0.00		0.00
Sergeant	2.75	3.00		3.00	0.75	3.75
Police Officer	8.00	8.00		8.00		8.00
Detective	0.75	1.00		1.00		1.00
Administrative Assistant	0.00	0.75		0.75	0.25	1.00
Total	12.50	13.75	0.00	13.75	1.00	14.75
Public Works						
Public Works Director (50%)	0.50	0.50		0.50		0.50
Crew Leader (50%)	0.87	1.00		1.00		1.00
Infrastructure Inspector (50%)	0.00	0.37		0.37	0.13	0.50
Equipment Operator (50%)	1.00	1.00		1.00		1.00
Maintenance Worker (50%)	1.00	1.00		1.00		1.00
Administrative Assistant (50%)	0.00	0.37		0.37	0.13	0.50
Total	3.37	4.24	0.00	4.24	0.26	4.50
Total General Fund	23.62	25.74	0.00	26.49	2.82	29.31

ECONOMIC DEVELOPMENT CORP.

Development Services

Development Director (25%)	0.25	0.25		0.25		0.25
Total	0.25	0.25	0.00	0.25	0.00	0.25

COMMUNITY DEVELOPMENT CORP.

Development Services

Development Director (25%)	0.25	0.25		0.25		0.25
Total	0.25	0.25	0.00	0.25	0.00	0.25

TOWN OF NORTHLAKE

Personnel Distribution

Full-Time Equivalents

	2016/17 Actual	2017/18 Adopted	2017/18 Amended	2017/18 Actual	2018/19 Requests	2018/19 Proposed
<u>HOTEL OCCUPANCY TAX FUND</u>						
Development Services						
Development Director (25%)	0.25	0.25		0.25		0.25
Total	0.25	0.25	0.00	0.25	0.00	0.25
<u>UTILITY FUND</u>						
Administration						
Finance Director (25%)	0.35	0.25		0.25		0.25
Accountant (25%)	0.00	0.00		0.00	0.19	0.19
Accounting Clerk (25%)	0.35	0.25		0.25		0.25
Utility Billing Clerk	0.50	1.00		1.00		1.00
Total	1.20	1.50	0.00	1.50	0.19	1.69
Public Works						
Public Works Director (50%)	0.50	0.50		0.50		0.50
Crew Leader (50%)	0.87	1.00		1.00		1.00
Infrastructure Inspector (50%)	0.00	0.37		0.37	0.13	0.50
Equipment Operator (50%)	1.00	1.00		1.00		1.00
Utility Technician	0.75	1.00		1.00		1.00
Maintenance Worker (50%)	1.00	1.00		1.00		1.00
Maintenance Worker - Utility	0.00	0.00		0.00	0.75	0.75
Administrative Assistant (50%)	0.00	0.37		0.37	0.13	0.50
Total	4.12	5.24	0.00	5.24	1.01	6.25
Total Utility Fund	5.32	6.74	0.00	6.74	1.20	7.94
<u>All Funds Total</u>	29.69	33.23	0.00	33.98	4.02	38.00

TOWN OF NORTHLAKE

COMMUNITY PROFILE

Date of Incorporation	1960	<u>Distance in Miles To:</u>	
Form of Government	Mayor/Council	Denton	14
Area	10,881 acres (17.0 sq. miles)	Fort Worth	30
		Dallas	42
Mean Household Income	\$82,023	Houston	281
Avg. Single Family Home Value	\$315,147	Chicago	926
		Los Angeles	1378
		New York	1576
<u>Area Fire Protection</u>		<u>Tax Rate Per \$100 Valuation</u>	
Roanoke Fire Department		Northlake	\$0.295
Argyle Fire Department		Argyle ISD	\$1.570
<u>Police Protection</u>		Northwest ISD	\$1.453
Number of Stations	1	Ponder ISD	\$1.388
Number of Sworn Personnel	11	Denton County	\$0.262
<u>Area Recreational Parks and Facilities</u>	5	Denton County ESD #1	\$0.100
<u>Area Libraries</u>	6	<u>Area Community Facilities</u>	
<u>Education</u>		Hotels	12
The University of North Texas		Hospitals	5
University of Texas - Arlington		Churches	27
Southern Methodist University		<u>Utilities</u>	
Texas Wesleyan University		Natural Gas	Atmos
Texas Christian University			COSERV
Texas Woman's University		Electricity	TXU Electric
North Central Texas College			COSERV
Tarrant County College		Telecommunications	AT&T
Northwest, Ponder, and Argyle ISDs			Frontier
Elementary Schools	10		Grande
Intermediate School (5 th -6 th grades)	1	Waste Collection	IESI
Middle Schools	5	<u>Major Area Employers</u>	
High Schools	5	Alliance Texas	
<u>Railroads</u>		Amazon	
Burlington Northern Santa Fe		Argyle ISD	
Union Pacific		BNSF	
<u>Air Service</u>		Clorox Distribution Center	
DFW Airport (34 miles)	Commercial	G.E. Locomotive	
Alliance Airport (14 miles)	Industrial	Hydro Conduit	
Meacham Airport (28 miles)	General Aviation	Northwest ISD	
Northwest Regional (4 miles)	General Aviation	Texas Motor Speedway	
<u>Highways</u>		<u>Incentives:</u>	
Interstate	IH-35W	Freeport Exemptions	
Highways	SH 114, US 377	Economic Development Incentives	
Major Farm-to-Market	FM 156, FM 407, FM 1171	Pioneer Grant (5 year forgivable loan)	
		Fast Track Permitting	

www.town.northlake.tx.us

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Eric Tamayo, Public Works Director
Shirley Rogers, Town Secretary
Date: August 9, 2018
Re: Town Administrator Change Order Authorization

On June 14, 2018, the Town Council awarded a construction contract with Conatser for the paving of Cleveland-Gibbs in the amount of \$2,897,324.30. This is the single largest contract award made by Northlake Council to date. With any large contract, and even with smaller contracts, conditions in the field often dictate changes in the construction plans and activities.

The Cleveland-Gibbs project has had multiple changes for example. An adjacent property owner did not originally have cattle on their property but moved them in just prior to construction which required additional temporary fencing. TXDOT informed the Town that they require a thicker sub-base for the portion of the road that connects to FM 1171. Two driveways were added as part of easement negotiations with a property owner. These changes increased the contract costs by \$42,732.30, but before we could present this information to council another change occurred. Because our contractor Conatser was making good progress, they reached the transition to the Canyon Falls constructed portion of the road first. Canyon Falls will now pay for the transition. This change reduced the contract by \$27,154.60.

The current net change order to the contract is \$15,577.70. Rather than bringing each change order to the Town Council for approval, the Council can authorize the Town Administrator to approve change orders up to \$50,000 but no greater than 25% of original contract per Texas Local Government Code Section 252.048. In addition, the Town anticipates a change order on the Sam Lee Lane road project.

Council has the option to authorize the Town Administrator to administratively approve change orders within the limits of State law on an on-going basis or to approve change orders on a case-by-case basis. Any change order or cumulative change orders outside the authorization limits will automatically be brought to council. Two alternative action items have been placed on the agenda for your consideration: 1) grant Town Administrator authority within limits, or 2) approve current change order.

Please contact me at 940.242.5706 if you have any questions or comments.

**TOWN OF NORTHLAKE
RESOLUTION NO. 18-24**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DELEGATING AUTHORITY TO THE TOWN ADMINISTRATOR TO AUTHORIZE CHANGE ORDERS TO CONTRACTS IN CERTAIN CIRCUMSTANCES IN ACCORDANCE WITH TEXAS LAW; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake desires to authorize the Town Administrator to approve change orders to contracts entered into by the Town provided such change orders are within certain parameters as outlined herein; and

WHEREAS, the Town Council hereby finds that such authorization will promote efficiency and economy by preventing unnecessary delay in projects for which the contracts have been approved by the Town Council; and

WHEREAS, the Town Council is authorized by Texas Local Government Code Sec. 252.048 to delegate authority to the Town Administrator to administratively approve change orders in accordance with the provisions outlined herein.

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

SECTION 1.

The Town Council hereby delegates authority to and authorizes the Town Administrator to approve any change order applicable to a contract that decreases the contract price by any amount or increases the contract price by an amount of \$50,000.00 or less and to take all actions necessary to accomplish the purposes and actions authorized herein.

SECTION 2.

The authority granted in Section 1 herein shall not authorize the Town Administrator to increase the original contract price by more than 25% of the original contract price. If the proposed change order will result in a decrease in the contract price of more than 25%, the Town Administrator shall obtain the consent of the contractor before administratively approving such a decrease

SECTION 3.

This resolution shall take effect immediately upon adoption.

PASSED AND APPROVED ON THIS THE 9th DAY OF AUGUST, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

STATE OF TEXAS)

COUNTY OF DENTON)

AMENDMENT OF CONTRACTOR'S CONTRACT

THIS agreement is by and between the Town of Northlake, Texas, a general law municipality, and Conatser Construction TX, L.P. hereinafter known as Contractor, a Texas corporation and construction firm, with principal offices located in the state of Texas.

WHEREAS, the Town and Contractor have entered into an agreement such that the Contractor is to provide the following services: Cleveland-Gibbs Road Widening.

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Contractor to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract;

WHEREAS, the parties recognize that it is necessary for Contractor to do additional or reduced work under the contract, such work which is set out in the attached Exhibit "A", which is attached hereto and incorporated herein as if set out in full herein; and

WHEREAS, with this Contract Amendment the Town of Northlake is hereby approving such additional and reduction work and agreeing to increase the contract amount by the sum of **\$15,577.70**;

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Contractor, in addition to the work to be performed in the Contract dated June 14, 2018, shall perform the task(s) described in the attached Exhibit "A", basically described as additional services, including additional barbed wire fencing, concrete and asphalt pavement, and lime treated subgrade.
2. The amount to be paid to Conatser Construction TX, L.P. under such contract shall be increased by the sum of **\$15,577.70**, to reflect the work described in Exhibit "A".
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of August 2018.

TOWN OF NORTHLAKE, TEXAS

By: _____

Printed Name: _____

Title: _____

ATTEST:

TOWN SECRETARY

CONATSER CONSTRUCTION TX, L.P., CONTRACTOR

By: _____

Printed Name: _____

Title: _____

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
PUBLIC WORKS DEPARTMENT
CLEVELAND-GIBBS ROAD WIDENING

CONTRACT AMENDMENT FORM – EXHIBIT “A”

DATE: August 1, 2018

Contract Amendment No. 1 to the Contract Dated June 14, 2018 between the Town of Northlake (Owner) and Conatser Construction TX, L.P. (Contractor) for the addition of items related to temporary fencing, access driveways and TxDOT permit for connection to FM 407 and FM 1171.

Pursuant to the provisions of NCTCOG Public Works Construction Standards (Fourth Edition) Section 109.3 and Section 3 – Standard Specifications, Page 1-42, Section A.32 of the Contract Documents, this Supplemental Agreement, when fully executed, shall constitute the authority to change the work of the project as follows, including quantities and total dollars:

Contract Amendment Explanation:

In order to obtain temporary construction and drainage easements from the Alma Doll Pratt Revocable Trust & Shannon Lee Finucane Revocable Trust property two concrete driveways were added to the construction contract. In order to work around livestock on the HW Indian Springs, HP Gibbs and Alma Doll Pratt properties it is necessary to install temporary fencing. Additionally, the asphalt transition between the Town’s southern section and the Canyon Falls section is being removed and being installed w/ Canyon Falls. Lastly, TxDOT requires a more heavily reinforced concrete pavement section and asphalt bond breaker at the connection of FM 1171.

Modify The Following Bid Items By Adding or Subtracting Quantities:

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Additional Cost
17	1,637	(1,222)	415	LF	Install Barbed Wire Fence (5-Strand)	\$6.00	(\$7,332.00)
18	1,983	(168)	1,815	LF	Install Barbed Wire Fence (7-Strand)	\$7.00	(\$1,176.00)
22	19,190	(447)	18,743	SY	6-Inch Thick Lime Treated Subgrade	\$3.50	(\$1,564.50)
23	345	20	365	TON	Hydrated Lime	\$175.00	\$3,500.00
24	9,190	(473)	8,717	SY	8-Inch Thick Type A, Grade 1 or 2 Flexbase	\$13.00	(\$6,149.00)
25	17,658	(546)	17,112	SY	8-Inch Thick, 3,600 psi Portland Cement Reinforced Concrete Pavement	\$48.00	(\$26,208.00)
26	8,540	(90)	8,450	SY	4-Inch Thick H.M.A.C. Type B Base Course	\$20.40	(\$1,836.00)

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Additional Cost
27	8,540	(682)	7,858	SY	2-Inch Thick H.M.A.C. Type D Surface Course	\$10.40	(\$7,092.80)
28	397	122	519	SY	6-Inch Thick, 3,600 psi Portland Cement Reinforced Concrete Driveway Pavement	\$50.00	\$6,100.00
SUBTOTAL							(\$41,758.30)

Add The Following Bid Items:

Item No.	Contract Quantity	Add/Deduct Quantity	Revised Quantity	Unit	Description and Price in Words	Unit Price	Additional Cost
52	0	4,039	4,039	LF	Temporary Barbed Wire Fence (5-Strand)	\$4.00	\$16,156.00
53	0	546	546	SY	8-inch Thick Continuously Reinforced Concrete Pavement (CRCP)	\$70.00	\$38,220.00
54	0	592	592	SY	10-Inch Thick Lime Treated Subgrade (60 lbs/SY)	\$5.00	\$2,960.00
SUBTOTAL							\$57,336.00

TOTAL CONTRACT AMENDMENT NO. 1

\$15,577.70

Original Amount of Contract	\$ 2,897,324.30
Total Amount of Contract Amendment No. 1	\$ 15,577.70
Contract Amount after Contract Amendments	\$ 2,912,902.00

Requested Additional Number of Calendar Days to Be Considered Prior to the Final Payment **No** Calendar Days.

The Contract Start Time and "Notice to Proceed" for this project is Friday, July 6, 2018. The Contract End Time for the project will be no later than Thursday, May 2, 2019. With approval of Contract Amendment No. 1, the Contract End Time shall remain no later than Thursday, May 2, 2019.

Please sign and return this contract amendment to the Town Engineer as soon as possible so future payments may be processed.

Thank You.

Town of Northlake's offer of proposed change:

BY: _____

Printed Name: Shirley Rogers

Date: _____

Title: Town Secretary

Contractor: Conatser Construction TX, L.P.

BY: _____

Date: _____

Printed Name: _____

Title: _____

Engineer: Halff Associates, Inc.

BY: _____

Date: _____

Printed Name: Benjamin L. McGahey, P.E

Title: Town Engineer



Executive Session

Agenda Item 10