

1. Agenda

Documents:

[1-24-2019 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 1-24-19.PDF](#)



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

Brian Montini, Mayor Pro Tem
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Northlake Town Council Agenda
Thursday, January 24, 2019 at 7:00 pm
1500 Commons Circle Suite 300 – Chamber Room
Northlake, Texas 76226**

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, January 24, 2019 at 7:00 pm** at the Northlake Town Hall in the **Chamber Room, 1500 Commons Circle, Suite 300, Northlake Texas**. The items listed below are placed on the agenda for discussion and/or action

1. Call Regular Work Session to Order
2. Briefing Items
 - A. In order to address the safety concerns of Northlake citizens and Denton County citizens who travel along FM 407, the Northlake Town Council hereby requests that TxDOT limit all future access to FM 407 to one access point per development until such time as FM 407 is expanded to either a 4 or 6 lane divided highway. This request would apply to all existing and future requests for access to FM 407 in the Town of Northlake (Request by Councilmember Rena Hardeman)
 - B. FY 19 Quarterly Investment Review
 - C. FY 19 Quarterly Budget Update
3. Regular Meeting to Order
Pledge of Allegiance-Moment of Silence
4. Public Input
This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda
5. Consent Items
All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - D. Consider for approval on the Town Council meeting minutes of 12-13-18

- E. Consider for approval on a resolution of the Town Council of the Town of Northlake, Texas authorizing ad calling a General Municipal Election to be held on Saturday, May 4, 2019 for the purpose of electing one citizen for Mayor and two citizens to Places 4 & 5; authorizing the notice of election; authorizing a joint election with other Denton County political subdivisions; authorizing the Town Administrator to enter into a contract with Denton County, Texas for election (Resolution No. 19-1)
 - F. Consider for approval on a resolution declaring certain personal property owned by the Town to be surplus property and authorizing the Town Administrator to dispose of such property (Resolution No. 19-2)
 - G. Consider for approval on an Interlocal Cooperation Agreement between Town of Northlake and Northlake Municipal Management District No. 1 for the use of brick pavers
 - H. Consider for approval on an Interlocal Cooperation Agreement between the Town of Northlake and Belmont Fresh Water Supply District No. 1 of Denton County the use of brick pavers
 - I. Consider for approval on a resolution authorizing the execution and delivery of a continuing disclosure agreement with Trinity River Authority of Texas
6. Regular Items
- J. Consider for approval a Final Plat of Lot 1, Block A, UST Addition, a 22.32-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located in the extraterritorial jurisdiction (ETJ) of the Town of Northlake at the northeast corner of FM 407 and Kay Lane. US Trinity Holdings, LLC is the owner/applicant. Burks Land Surveying is the surveyor. Case # FP-18-020
 - K. Consider for approval a Final Plat of Right-of-way Dedication for Old Justin Road, being a 4.892-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located within the extraterritorial jurisdiction of the Town of Northlake between Cleveland-Gibbs Road and approximately 440 feet east of Harvest Way. Belmont 407, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-19-001
 - L. Consider for approval a Final Plat of Pecan Square Phase 1A, a subdivision consisting of 197 residential lots and 21 open space lots on approximately 64.486 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 1, LLC is the owner/applicant. Kimley-Horn and Associates, Inc. is the engineer/surveyor. Case # FP-18-003
 - M. Consider for approval a Final Plat of Pecan Square Phase 1B, a subdivision consisting of 250 residential lots and 6 open space lots on approximately 55.846 acres of land in the A. McDonald Survey, Abstract No. 785, and the F.W. Thornton Survey, Abstract No. 1244, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 1, LLC is the owner/applicant. Kimley-Horn and Associates, Inc. is the engineer/surveyor. Case # FP-18-004
 - N. Consider for approval a Final Plat of Pecan Square Phase 1C, a subdivision consisting of 206 residential lots and 1 open space lot on approximately 40.876 acres of land in the F.W. Thornton Survey, Abstract No. 1244, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 1, LLC is the owner/applicant. Kimley-Horn and Associates, Inc. is the engineer/surveyor. Case # FP-18-005

- O. Consider for approval a Preliminary Plat of Pecan Square Phase 1D, a subdivision consisting of 22 residential lots and 2 open space lots on approximately 6.560 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). Kimley-Horn and Associates, Inc. is the engineer/surveyor. Case # PP-18-003
- P. Consider for approval a Final Plat of Pecan Square Phase 1D, a subdivision consisting of 22 residential lots and 2 open space lots on approximately 6.560 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). Kimley-Horn and Associates, Inc. is the engineer/surveyor. Case # FP-18-018

7. Convene into Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation;
 - (b) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
 - (c) 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; or
 - (d) Item J: Case # FP-18-020
 - 2) 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

8. Open Session

- Q. 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 0.4762 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

9. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake, Texas on Thursday, January 17, 2019 by 7:00 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
Rena Hardeman, Council Place 1
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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: January 24, 2019

Re: Texas Department of Transportation and Town of Northlake Driveway Separation Requirements and Coordination

Town Council has requested a briefing specifically titled:

In order to address the safety concerns of Northlake citizens and Denton County citizens who travel along FM 407, the Northlake Town Council hereby requests that TxDOT limit all future access to FM 407 to one access point per development until such time as FM 407 is expanded to either a 4 or 6 lane divided highway. This request would apply to all existing and future requests for access to FM 407 in the Town of Northlake (Request by Councilmember Rena Hardeman)

Town staff has prepared a presentation which provides background on driveway separation, discusses the reasoning and requirements of TxDOT and the Town, discusses various ramifications of the above course of action, and gives specific examples of how the requirements are applied. As additional information becomes available between packet deliver and the council meeting, the presentation may be modified by staff to better and more accurately explain the topic.

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

TXDOT ACCESS REGULATIONS

TOWN OF NORTHLAKE
TOWN COUNCIL MEETING
JANUARY 24, 2019

1

ACCESSIBILITY VS. MOBILITY

- TXDOT ROADWAYS ARE PUBLIC
- ACCESS IS NOT DENIED TO A LEGAL VEHICLE
- EVERY PROPERTY MUST HAVE ACCESS TO ROAD SYSTEM
- EXPECTATION OF SERVICE LEVEL – TRAVEL TIME TO MAJOR ROADWAY
- TOO MANY ACCESS POINTS HINDER MOBILITY
- DRIVEWAY AND CROSS STREET SEPARATION ENHANCES MOBILITY
- SEPARATION DISTANCES BASED ON ANTICIPATED TRAFFIC VOLUME AND ACCELERATION OF ENTERING VEHICLE TO TRAFFIC SPEED

2

TXDOT DRIVEWAY SEPARATION

- TO MAINTAIN MOBILITY, SEPARATION BASED ON SPEED
- FASTER SPEEDS – GREATER DRIVEWAY SEPARATION
- 30 MPH – 200 FT
- 35 MPH – 250 FT
- 40 MPH – 305 FT
- 45 MPH – 360 FT
- 50 MPH – 425 FT

3

TXDOT SPEED LIMITS

- INITIALLY SPEEDS ARE DETERMINED BY ROAD DESIGN
- SPEEDS BASED ON SAFETY (VEHICLE PERFORMANCE, SURROUNDING AREA)
- DIVIDED ROADS TYPICALLY ALLOW GREATER SPEEDS
- SPEEDS CAN BE MODIFIED TO PREVAILING SPEEDS
- MEDIANS DIVIDE OPPOSING TRAFFIC DIRECTIONS
- MEDIAN CUTS BECOME IMPORTANT IN PLANNING
- TXDOT TO PROMOTE MOBILITY LIMITS MEDIAN CUTS

4

NORTHLAKE DRIVEWAY SEPARATION

- TOWN SEPARATION BASED ON USE (ZONING)
- THROUGH PLATTING EVERY SUBDIVIDED LOT HAS ACCESS TO ROAD SYSTEM
- SEPARATION FURTHER REFINED BY STREET TYPE
- RESIDENTIAL - EITHER 15 FT (LOCAL STREET) OR 25 FT (COLLECTOR) NOT ALLOWED ON ARTERIAL ROADS
- INDUSTRIAL – 110 FT TO 250 FT DUE TO VEHICLE ACCELERATION SPEED
- COMMERCIAL – 70 FT TO 230 FT DUE TO TRAFFIC VOLUME

5

FIRE CODE CONSIDERATIONS

- FIRE CODE REQUIRES MULTIPLE ACCESS POINTS DEPENDING ON CONDITIONS
- BUILDINGS OVER 30 FT MUST HAVE TWO ACCESS POINTS
- BUILDING EXCEEDING 62,000 SF – TWO ENTRANCES
- ABOVE REQUIREMENTS DUE TO SPECIALIZED EQUIPMENT AND ACCESS
- OVER 30 HOUSES ON STREET – TWO ENTRANCES
- ABOVE REQUIREMENT DUE TO POSSIBILITY OF BLOCKED ACCESS AND/OR MULTIPLE EVENTS

6

PLANNING COOPERATION

- TXDOT DOES SEEK TOWN INPUT ON ACCESS
- TXDOT HAS TOWN REVIEW ACCESS PERMIT PRIOR TO SUBMITTING
- TXDOT'S GOAL IS TO PROVIDE MOBILITY
- TOWN'S GOAL IS TO ENSURE ACCESS AND SERVICE LEVEL
- TXDOT DOES CONSULT TOWN AND THOROUGHFARE PLANS
- TXDOT AND TOWN ATTEMPT TO PLAN FOR FUTURE TRAFFIC
- ALSO PLAN FOR ROAD TYPE (I.E. DIVIDED, LIMITED ACCESS, ETC.)

7

FELLOWSHIP OF THE PARKS SITE

- FELLOWSHIP OF THE PARKS PURCHASED PROPERTY IN ETJ
- ACCESS WILL BE TO FM 407 ONLY; NO TOWN ROADS
- FM 407 AT THIS PROPERTY IS 55 MPH
- TWO DRIVEWAYS ARE NOT NEEDED BUT DESIRED
- TXDOT – 425 FT, PROPOSED – 510 FT
- ALIGNING MAIN ENTRANCE TO NORTH RIDGE ESTATE ENTRANCE
- SECONDARY ENTRANCE TO BE RIGHT-IN/RIGHT-OUT (FUTURE MEDIAN)

8

UST ADDITION DEVELOPMENT PLAT

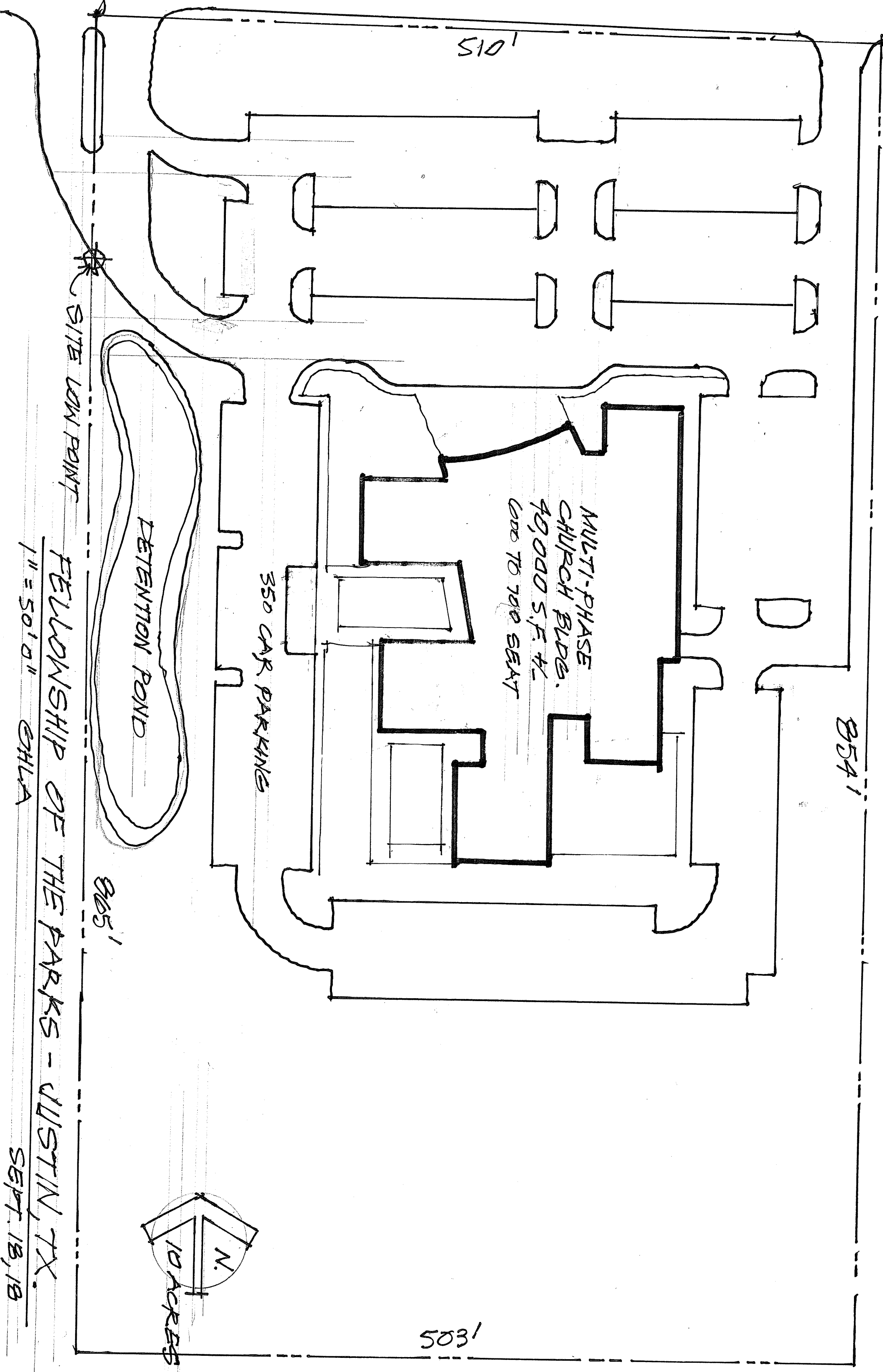
- PROPERTY LOCATED BEHIND NORTH TEXAS CHURCH OF CHRIST (NTCOC)
- ACCESS TO FM 407 BETWEEN CHURCH AND OLD TOWN HALL
- THREE DRIVEWAYS WITHIN 150 FT OF EACH OTHER
- TXDOT APPROVED ORIGINAL ACCESS WITH UNDERSTANDING THAT ONE SHARED ACCESS WOULD BE NEGOTIATED
- ORIGINAL AND SUBSEQUENT PROPERTY OWNERS REFUSED
- NTCOC WILLING TO REROUTE SECOND ENTRANCE TO SHARED DRIVE
- NORTHLAKE PUBLIC WORKS WOULD ALSO USE SHARED DRIVE

9

PECAN SQUARE ACCESS

- FM 407 IS A TXDOT MAINTAINED PUBLIC ROAD
- PROPOSED DRIVEWAY SEPARATIONS MEET TXDOT REQUIREMENTS
- DENYING ACCESS BY TOWN WOULD CONFLICT WITH ENTITLEMENT
- PECAN AVENUE FM 407 CONNECTION APPROVED
- CLEVELAND-GIBBS CONNECTION ALREADY EXISTS
- ENGINEERING DESIGN MANUAL REQUIRE "C" ROAD SERVICE LEVEL
- DENYING ADDITIONAL CONNECTIONS COULD VIOLATE EDM

10



854'

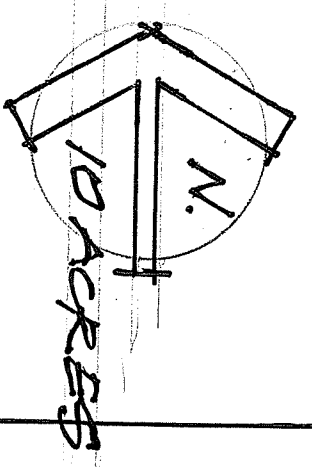
MULTI-PHASE
CHURCH BLDG.
40,000 S.F. +/-
600 TO 700 SEAT

350 CAR PARKING

DETENTION POND

805'

503'



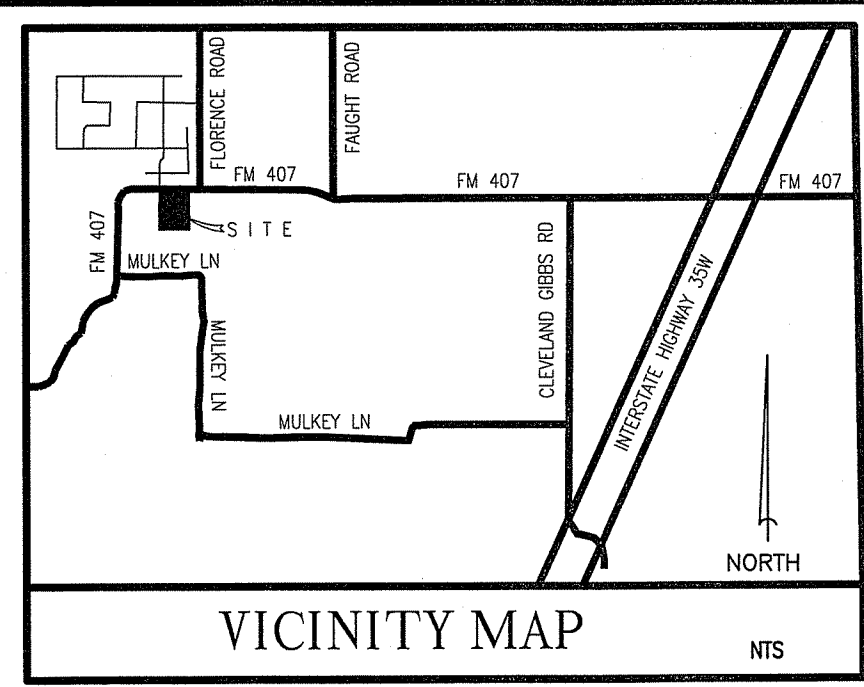
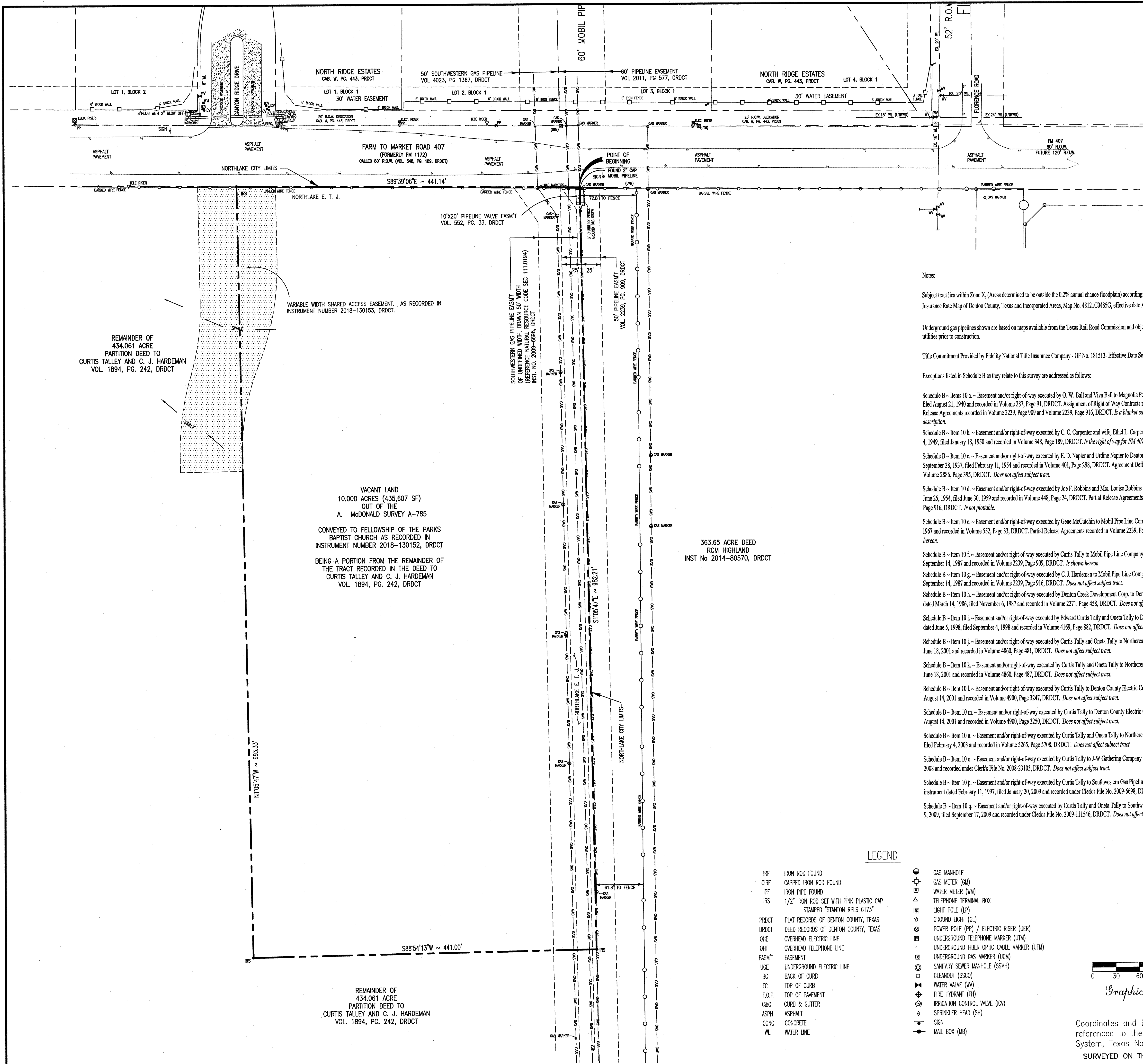
SITE VIEW POINT

FELLOWSHIP OF THE PARKS - JUSTIN, TX.

1" = 50' 0" CHLA

SEPT. 18, 18





LEGAL DESCRIPTION

BEING a tract of land located in the A. McDonald Survey, Abstract No. 785, Denton County, Texas, also being a portion of the 434 acre tract of land described in a deed to Curtis Talley and C.J. Hardean, recorded in Volume 1894, Page 242, Deed Records of Denton County, Texas (DRDCT), and being more particularly described as follows:

BEGINNING at a 2 inch metal cap stamped "MOBIL PIPELINE", said metal cap located in the south right of way line of Farm to Market Road 407 (FM 407) formerly known as Farm to Market Road 1172, a variable width right of way at this location, said metal cap also being the northwest corner of a 363 tract of land conveyed to RCM Highland as recorded in Instrument Number 2014-80570, DRDCT;

THENCE South 1° 5' 47" East, departing the south right of way line of the aforementioned FM 407, with the west line of the said Highland tract, a distance of 982.21 feet to a 1/2 inch iron rod set with a pink plastic cap stamped "STANTON RPLS 6173", for corner;

THENCE South 88° 54' 13" West, departing the east line of the said Highland tract, a distance of 441.00 feet to a 1/2 inch iron rod set with a pink plastic cap stamped "STANTON RPLS 6173", for corner;

THENCE North 1° 5' 47" West, a distance of 993.33 feet to a 1/2 inch iron rod set with a pink plastic cap stamped "STANTON RPLS 6173", said iron rod in the south right of way line of the aforementioned FM 407, for corner;

THENCE South 89° 39' 06" East, with the south right of way line of the aforementioned FM 407, a distance of 441.14 feet to the Point of Beginning containing 10.000 acres (435,607 square feet) of land.

The bearings shown and recited hereon are reference to the NAD 83 State Plane Coordinate System, Texas North Central Zone 4202 and the south right of way line of FM 407 (South 89°39'06" East).

To: Fellowship of the Parks
Curtis Talley
Affinity Title Company

This is to certify that this map and the survey on which it is based are from an actual survey on the ground by me or under my direction and supervision.

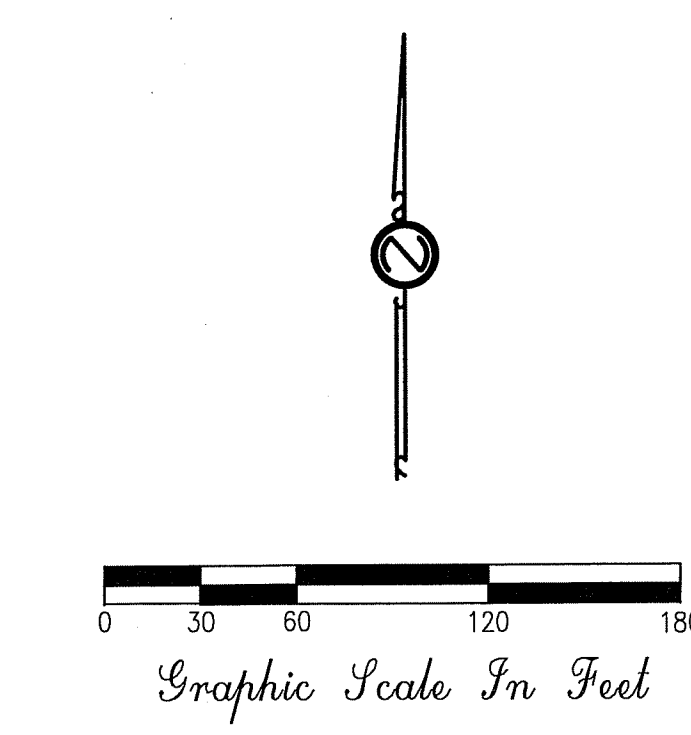
DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.
October 24, 2018, Updated November 5, 2018 to include recording information.

Joyce P. Stanton,
Texas Registered Professional Land Surveyor No. 6173



TITLE SURVEY 10.000 ACRES OUT OF THE A. McDONALD SURVEY A - 785 NORTHLAKE E.T.J., DENTON COUNTY, TEXAS

DATE: OCTOBER 2018 SCALE: 1"=60' FILE: P:/GHLA NORTHLAKE
DI SCIULLO-TERRY, STANTON & ASSOCIATES, INC.
ENGINEERING AND SURVEYING
908 WEST MAIN STREET * ARLINGTON, TEXAS 76013
TELEPHONE: 817-275-3361 * FAX: 817-275-8920
ESTABLISHED 1953 * FIRM NO. E-615 & S-100049-00
EMAIL: jstanton@dterry.com
©DISCIULLO-TERRY, STANTON & ASSOCIATES, INC. 2018



Coordinates and bearings recited in this survey are referenced to the NAD83 State Plane Coordinate System, Texas North Central Zone 4202.
SURVEYED ON THE GROUND OCTOBER 11, 2018

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Director of Finance
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Quarterly Investment Report – First Quarter FY 2019

During the first quarter of FY 2019, the Town received \$12,000,000.00 in bond proceeds for the water tower storage projects. Total interest revenue of \$124,670.54 was earned during the first quarter of which \$17,699.61 is attributable to the bond proceeds. When comparing the interest earnings to the prior quarter, the Town incurred an increase in interest earnings of \$68,275.30 or 1.21%.

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

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

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



Quarterly Investment Report

October 2018 - December 2018

Investment	Account Number	Account Name	Account Code	Beginning Balance	Account Activity	Interest Earned			Ending Balance
						Oct-18	Nov-18	Dec-18	
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,299,680.10		191.91	185.75	191.96	1,300,249.72
LOGIC	2414814014 & 4015	General Fund	100-11275-00-00	2,845,127.42		378.71	566.02	980.64	2,847,052.79
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,688.32		1.14	1.10	1.14	6,691.70
LOGIC	2414814014 & 4015	Donations Fund	105-11275-00-00	4,380.62		300.70	495.83	897.39	6,074.54
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	278,592.31		47.33	45.81	47.34	278,732.79
LOGIC	2414814014 & 4015	Hotel/Motel Fund	110-11275-00-00	68,583.13		427.86	610.24	1,033.09	70,654.32
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	54,033.30		9.18	8.88	9.18	54,060.54
LOGIC	2414814014 & 4015	Court Revenue Fund	120-11275-00-00	13,651.09		319.06	512.35	916.98	15,399.48
LOGIC	2414814014 & 4015	Court Technology Fund	121-11275-00-00	3,452.54		299.16	494.45	895.75	5,141.90
Wells Fargo	65302966649	4A EDC	130-11225-00-00	36,130.18		6.14	5.94	6.14	36,148.40
LOGIC	2414814014 & 4015	4A EDC	130-11275-00-00	32,394.01		356.19	545.75	956.60	34,252.55
Wells Fargo	65302966649	4B CDC	131-11225-00-00	14,569.41		2.47	2.40	2.48	14,576.76
LOGIC	2414814014 & 4015	4B CDC	131-11275-00-00	32,398.82		356.20	545.76	956.61	34,257.39
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,356.16		6.86	6.64	6.86	40,376.52
LOGIC	2414814014	Belmont	140-11275-00-00	7,576.97		307.05	501.54	904.16	9,289.72
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,582.52		1.29	1.25	1.29	7,586.35
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,283.20		8.88	8.60	8.88	52,309.56
LOGIC	2414814014 & 4015	Child Safety Fund	152-11275-00-00	8,204.83		308.28	502.65	905.47	9,921.23
LOGIC	2414814014 & 4015	Court Online Access Fees	153-11275-00-00	3,644.52		299.16	494.45	895.75	5,333.88
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,430.07		5.00	4.84	5.00	29,444.91
LOGIC	2414814015	Debt Service	160-11275-00-00	53,035.99		299.16	494.45	895.75	54,725.35
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	2,087.09		0.35	0.34	0.35	2,088.13
LOGIC	2414814014 & 4015	Water/Waste Water Deposit Fund	200-11280-00-00	33,967.15		359.30	548.56	959.93	35,834.94
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	129,412.68		21.98	21.28	21.99	129,477.93
LOGIC	2414814014 & 4015	Cost Recovery Fund	201-11285-00-00	18,204.18		328.10	520.48	926.62	19,979.38
Wells Fargo	6530266649	Water Impact Fees North Fund	202-11225-00-00	255.64		7.26	7.03	7.26	277.19
LOGIC	2414814014 & 4015	Water Impact Fees North	202-11275-00-00	3,607.68		299.16	494.45	895.75	5,297.04
Wells Fargo	6530266649	Water Capital Projects Fund	203-11225-00-00	251.36		7.26	7.03	7.26	272.91
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	923,663.38	-	19,822.95	494.45	895.75	944,876.53
LOGIC	752414814013	Waterline Project-CO Srs 2018	203-11276-00-00	403,360.53	12,000,000.00	799.36	23,777.32	25,364.53	12,453,301.74
Wells Fargo	6530266649	Water Impact Fees South Fund	204-11225-00-00	266.46		7.26	7.03	7.26	288.01
LOGIC	2414814014 & 4015	Water Impact Fees South	204-11275-00-00	3,602.76		299.16	494.45	895.75	5,292.12
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	16,774.51		2.85	2.76	2.85	16,782.97
LOGIC	2414814014 & 4015	Capital Projects Fund	301-11275-00-00	4,839,825.71		9,980.82	9,205.20	3,141.98	4,862,153.71
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	27,357.15		53.96	-	-	27,411.11
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	168,853.58		28.68	27.76	28.69	168,938.71
LOGIC	2414814014 & 4015	Equipment Fund	505-11275-00-00	7,732.84		300.11	495.31	896.76	9,425.02
Wells Fargo	6530266649	Building Services	506-11225-00-00	251.99		7.26	7.03	7.26	273.54
LOGIC	2414814014 & 4015	Building Services Fund	506-11275-00-00	3,602.76		299.16	494.45	895.75	5,292.12
				\$ 11,474,872.96	\$ 12,000,000.00	\$ 36,556.71	\$ 42,639.63	\$ 45,474.20	\$ 23,599,543.50

Total Quarter Interest Earned \$ 124,670.54

AVERAGE YIELDS

LOGIC

1.6844%

Wells Fargo

0.2000%

WEIGHTED AVERAGE MATURITY

43 days

TREASURY YIELDS

30 Day T-Bill

1.6494%

90 Day T-Bill

1.6277%

1 Year T-Bill

1.8625%

Drew Corn, Town Administrator

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Finance Director
CC: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: January 24, 2019
Re: Quarterly Budget Review –First Quarter 2019

At the end of the first quarter, General Fund revenues were tracking 8.5% higher than anticipated for the quarter. This increase was caused by the timing of annual health inspections and plan review fees for fire suppression systems. In addition, the Town received development revenues for plan reviews of Chadwick Apartments and Pecan Square Phase I. General Fund expenditures are slightly higher than anticipated due to the purchase of \$15,000.00 in equipment that was approved in the FY 2018 budget. The equipment is comprised of office equipment other miscellaneous equipment items for a Police Sergeant.

Hotel Occupancy Tax revenues increased \$6,046.00 or 5.2% from the previous quarter end. Expenditures are slightly above quarterly budget expectations due to Police Officers working a special event at the Texas Motor Speedway. This is simply a timing issue and staff expects to meet budget expectations by year end.

By the end of the first quarter, NEDC and NCDC revenues were slightly higher than anticipated due to increased sales tax collections. Expenditures are lower than anticipated but are expected to meet budget later in the year when payments are made for development incentives.

Both the revenues and expenditures in the Water/Sewer fund are lower than anticipated due to the rainy winter weather. Staff expects to meet budget expectations as the year progresses.

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



Town of Northlake
GENERAL FUND
 Quarter Ended December 31 2018
 (Unaudited)

Fund: 100	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,847,823	1,847,823		1,847,823			1,878,278		1,878,278		
REVENUES:											
Court Fines	500,000	500,000	91,370	91,370	(408,630)	18.3%	510,818	108,799	108,799	(402,019)	21.3%
Sales/Beverage Tax	600,000	600,000	168,257	168,257	(431,743)	28.0%	642,746	147,472	147,472	(495,274)	22.9%
Ad Valorem Taxes	939,707	939,707	349,400	349,400	(590,307)	37.2%	885,559	238,450	238,450	(647,110)	26.9%
Permits and Registrations	19,550	19,550	11,224	11,224	(8,326)	57.4%	31,430	6,969	6,969	(24,461)	22.2%
Franchise Fees	380,000	380,000	19,723	19,723	(360,277)	5.2%	384,223	1,120	1,120	(383,103)	0.3%
Building Permits	1,004,500	1,004,500	325,479	325,479	(679,021)	32.4%	927,809	172,625	172,625	(755,185)	18.6%
Development	502,250	502,250	405,111	405,111	(97,139)	80.7%	579,345	16,528	16,528	(562,817)	2.9%
Transfers	270,881	270,881	72,500	72,500	(198,381)	26.8%	200,000	50,000	50,000	(150,000)	25.0%
Other Revenue:	208,260	208,260	42,351	42,351	(165,909)	20.3%	216,703	23,949	23,949	(192,754)	11.1%
Prior Year Encumbrances		15,000									
TOTAL REVENUE:	4,425,148	4,440,148	1,485,415	1,485,415	(2,939,733)	33.5%	4,378,633	765,911	765,911	(3,612,722)	17.5%
EXPENDITURES:											
Payroll & Benefits	2,717,790	2,717,790	600,572	600,572	(2,117,218)	22.1%	2,174,912	526,474	526,474	(1,648,438)	24.2%
Supplies	171,513	171,513	25,019	25,019	(146,494)	14.6%	130,814	25,070	25,070	(105,744)	19.2%
Maintenance	210,111	210,111	30,588	30,588	(179,523)	14.6%	268,290	62,119	62,119	(206,171)	23.2%
Utilities	22,775	22,775	4,832	4,832	(17,943)	21.2%	18,971	4,317	4,317	(14,654)	22.8%
Services	824,889	824,889	153,039	153,039	(671,851)	18.6%	860,332	141,930	141,930	(718,402)	16.5%
Capital Outlay	6,000	6,000	14,724	14,724	-	245.4%	8,269	5,629	5,629	(2,640)	68.1%
Transfers	449,180	449,180	112,295	112,295	(336,885)	25.0%	947,500	58,500	58,500	(889,000)	6.2%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	4,402,258	4,402,258	941,068	941,068	(3,469,915)	21.4%	4,409,088	824,039	824,039	(3,585,049)	18.7%
REV OVER/(UNDER) EXP	22,890	37,890	544,348	544,348			(30,455)	(58,128)	(58,128)		
ENDING FUND BALANCE	1,870,713	1,885,713		2,392,171			1,847,823		1,820,150		



Town of Northlake

HOTEL OCCUPANCY TAX

Quarter Ended December 31 2018

(Unaudited)

Fund: 110	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,884,975	1,884,975		1,884,975			1,484,307		1,484,307		
REVENUES:											
Taxes / Fees & Fines	300,000	300,000	122,245	122,245	(177,755)	40.7%	444,447	91,172	91,172	(353,275)	20.5%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	10,805	10,805	2,212	2,212	(8,593)	20.5%	14,421	732	732	(13,689)	5.1%
TOTAL REVENUE:	310,805	310,805	124,457	124,457	(186,349)	40.0%	458,868	91,905	91,905	(366,964)	20.0%
EXPENDITURES:											
Payroll & Benefits	51,633	51,633	30,260	30,260	(21,373)	58.6%	41,048	16,953	16,953	(24,094)	41.3%
Supplies	-	-	-	-	-	0.0%	49	49	49	-	100.0%
Maintenance	-	-	-	-	-	0.0%	77	77	77	-	100.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	55,600	55,600	430	430	(55,170)	0.8%	14,728	1,100	1,100	(13,628)	7.5%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	3,235	3,235	809	809	(2,426)	25.0%	2,300	450	450	(1,850)	19.6%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENDITURES:	110,468	110,468	31,499	31,499	(78,969)	28.5%	58,201	18,629	18,629	(39,572)	32.0%
REV OVER/(UNDER) EXP	200,337	200,337	92,957	92,957			400,667	73,275	73,275		
ENDING FUND BALANCE	<u>2,085,312</u>	<u>2,085,312</u>		<u>1,977,932</u>			<u>1,884,975</u>		<u>1,557,583</u>		



Town of Northlake
SPECIAL REVENUE FUNDS
 Quarter Ended December 31 2018
 (Unaudited)

Fund: <<120,121,150,151,152,153>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	242,414	242,414		242,414			250,722		250,722		
REVENUES:											
Court Technology	16,000	16,000	2,464	2,464	(13,536)	15.4%	18,368	3,334	3,334	(15,033)	18.2%
Court Security	12,000	12,000	1,851	1,851	(10,149)	15.4%	9,939	2,501	2,501	(7,438)	25.2%
Seatbelt Fees	3,000	3,000	789	789	(2,211)	26.3%	3,270	660	660	(2,610)	20.2%
Online Access Fees	18,000	18,000	3,226	3,226	(14,774)	17.9%	17,724	4,235	4,235	(13,489)	23.9%
Seized Monies & Goods	-	-	-	-	-	0.0%	6,938	313	313	(6,625)	4.5%
State Training	1,400	1,400	-	-	(1,400)	0.0%	1,377	-	-	(1,377)	0.0%
Child Safety	2,000	2,000	2,313	2,313	313	115.7%	1,438	1,438	1,438	-	100.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Interest	2,305	2,305	6,901	6,901	4,596	299.4%	11,007	2,034	2,034	(8,973)	18.5%
Other Revenue:	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:	54,705	54,705	17,544	17,544	(37,161)	32.1%	70,061	14,515	14,515	(55,546)	20.7%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	1,000	1,000	132	132	(868)	13.2%	2,106	410	410	(1,695)	19.5%
Maintenance	11,500	11,500	1,500	1,500	(10,000)	13.0%	7,422	2,500	2,500	(4,922)	33.7%
Utilities	-	-	-	-	-	0.0%	-	570	570	570	0.0%
Services	22,900	22,900	5,639	5,639	(17,261)	24.6%	22,548	6,522	6,522	(16,026)	28.9%
Capital Outlay	5,000	5,000	-	-	(5,000)	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	46,293	-	-	(46,293)	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	40,400	40,400	7,271	7,271	(33,129)	18.0%	78,369	10,003	10,003	(68,366)	12.8%
REV OVER/(UNDER) EXP	14,305	14,305	10,274	10,274			(8,308)	4,512	4,512		
ENDING FUND BALANCE	256,719	256,719		252,688			242,414		255,235		



Town of Northlake

ECONOMIC DEVELOPMENT CORPORATION

Quarter Ended December 31 2018

(Unaudited)

Fund:	130										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	584,305	584,305	584,305	584,305			612,391		612,391		
REVENUES:											
Taxes / Fees & Fines	300,000	300,000	84,022	84,022	(215,978)	28.0%	320,993	73,736	73,736	(247,257)	23.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	22,650	22,650	2,027	2,027	(20,623)	8.9%	23,186	739	739	(22,446)	3.2%
TOTAL REVENUE:	322,650	322,650	86,048	86,048	(236,602)	26.7%	344,178	74,475	74,475	(269,703)	21.6%
EXPENDITURES:											
Payroll & Benefits	38,883	38,883	7,861	7,861	(31,022)	20.2%	35,044	9,983	9,983	(25,061)	28.5%
Supplies	1,700	1,700	98	98	(1,602)	5.8%	814	49	49	(765)	6.1%
Maintenance	2,250	2,250	805	805	(1,445)	35.8%	864	77	77	(787)	8.9%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	64,750	64,750	8,276	8,276	(56,474)	12.8%	38,238	2,922	2,922	(35,315)	7.6%
Development Incentives	432,500	432,500	-	-	(432,500)	0.0%	270,004	-	-	(270,004)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	33,235	33,235	8,309	8,309	(24,926)	25.0%	27,300	6,700	6,700	(20,600)	24.5%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	573,318	573,318	25,350	25,350	(547,968)	4.4%	372,264	19,732	19,732	(352,532)	5.3%
REV OVER/(UNDER) EXP	(250,668)	(250,668)	60,699	60,699			(28,086)	54,744	54,744		
ENDING FUND BALANCE	333,637	333,637		645,004			584,305		667,134		



Town of Northlake

COMMUNITY DEVELOPMENT CORPORATION

Quarter Ended December 31 2018

(Unaudited)

Fund: 131	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	562,935	562,935		562,935			592,138		592,138		
REVENUES:											
Taxes / Fees & Fines	300,000	300,000	84,022	84,022	(215,978)	28.0%	320,993	73,736	73,736	(247,257)	23.0%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	22,650	22,650	2,016	2,016	(20,634)	8.9%	23,174	737	737	(22,437)	3.2%
TOTAL REVENUE:	322,650	322,650	86,037	86,037	(236,613)	26.7%	344,166	74,473	74,473	(269,693)	21.6%
EXPENDITURES:											
Payroll & Benefits	38,583	38,583	7,861	7,861	(30,722)	20.4%	34,995	9,934	9,934	(25,062)	28.4%
Supplies	1,700	1,700	162	162	(1,538)	9.5%	814	49	49	(765)	6.1%
Maintenance	2,250	2,250	805	805	(1,445)	35.8%	864	77	77	(787)	8.9%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	64,750	64,750	8,277	8,277	(56,474)	12.8%	39,393	2,892	2,892	(36,501)	7.3%
Development Incentives	432,500	432,500	-	-	(432,500)	0.0%	270,004	-	-	(270,004)	0.0%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	33,235	33,235	8,309	8,309	(24,926)	25.0%	27,300	6,700	6,700	(20,600)	24.5%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	573,018	573,018	25,413	25,413	(547,605)	4.4%	373,370	19,651	19,651	(353,718)	5.3%
REV OVER/(UNDER) EXP	(250,368)	(250,368)	60,624	60,624			(29,203)	54,821	54,821		
ENDING FUND BALANCE	312,567	312,567		623,559			562,935		646,960		



Town of Northlake
CAPITAL PROJECTS
 Quarter Ended December 31 2018
 (Unaudited)

Fund:	301	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:		2,419,659	2,419,659		2,419,659			5,959,853		5,959,853		
REVENUES:												
Transfer from General Fund		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from Utility Fund		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Proceeds		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Interest Revenue:		-	-	23,828	23,828	23,828	0.0%	110,932	21,778	21,778	(89,154)	19.6%
TOTAL REVENUE:		-	-	23,828	23,828	23,828	0.0%	110,932	21,778	21,778	(89,154)	19.6%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		-	-	7,132	7,132	7,132	0.0%	132,961	45,789	45,789	(87,172)	34.4%
Capital Outlay		3,550,000	3,550,000	1,374,993	1,374,993	(2,175,007)	38.7%	3,518,165	634,327	634,327	(2,883,838)	18.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		3,550,000	3,550,000	1,382,125	1,382,125	(2,167,875)	38.9%	3,651,125	680,116	680,116	(2,971,009)	18.6%
REV OVER/(UNDER) EXP		(3,550,000)	(3,550,000)	(1,358,297)	(1,358,297)			(3,540,194)	(658,338)	(658,338)		
ENDING FUND BALANCE		<u>(1,130,341)</u>	<u>(1,130,341)</u>		<u>1,061,362</u>			<u>2,419,659</u>		<u>5,301,514</u>		



Town of Northlake

Northlake PID #1 - Harvest

Quarter Ended December 31 2018

(Unaudited)

Fund:	401	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:		4,133	4,133		4,133			758		758		
REVENUES:												
Taxes / Fees & Fines		780,150	780,150	556,928	556,928	(223,222)	71.4%	506,535	39,373	39,373	(467,162)	7.8%
Permits and Registrations		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:		780,150	780,150	556,928	556,928	(223,222)	71.4%	506,535	39,373	39,373	(467,162)	7.8%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		779,600	779,600	3,532	3,532	(776,068)	0.5%	503,161	1,464	1,464	(501,697)	0.3%
Capital Outlay		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		779,600	779,600	3,532	3,532	(776,068)	0.5%	503,161	1,464	1,464	(501,697)	0.3%
REV OVER/(UNDER) EXP		550	550	553,396	553,396			3,375	37,909	37,909		
ENDING FUND BALANCE		<u>4,683</u>	<u>4,683</u>		<u>557,529</u>			<u>4,133</u>		<u>38,667</u>		



Town of Northlake
Northlake PID #2 - Highlands
 Quarter Ended December 31 2018
 (Unaudited)

Fund:	402	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:		125,790	125,790		125,790			118,594		118,594		
REVENUES:												
Taxes / Fees & Fines		317,902	317,902	35,865	35,865	(282,037)	11.3%	316,279	16,671	16,671	(299,608)	5.3%
Permits and Registrations		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:		10,000	10,000	54	54	(9,946)	0.5%	482	89	89	(393)	18.5%
TOTAL REVENUE:		327,902	327,902	35,919	35,919	(291,983)	11.0%	316,760	16,760	16,760	(300,000)	5.3%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		11,041	11,041	-	-	(11,041)	0.0%	21,436	10,612	10,612	(10,824)	49.5%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		13,150	13,150	1,690	1,690	(11,460)	12.9%	15,334	732	732	(14,602)	4.8%
Capital Outlay		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Debt Service		280,125	280,125	-	-	(280,125)	0.0%	272,795	-	-	(272,795)	0.0%
TOTAL EXPENSES:		304,316	304,316	1,690	1,690	(302,626)	0.6%	309,565	11,344	11,344	(298,221)	3.7%
REV OVER/(UNDER) EXP		23,586	23,586	34,229	34,229			7,196	5,416	5,416		
ENDING FUND BALANCE		149,376	149,376		160,020			125,790		124,011		



Town of Northlake

TIRZ #1 - Canyon Falls

Quarter Ended December 31 2018

(Unaudited)

Fund:	451	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:		46,896	46,896		46,896			5,197		5,197		
REVENUES:												
Taxes / Fees & Fines		127,027	127,027	-	-	(127,027)	0.0%	73,451	-	-	(73,451)	0.0%
Permits and Registrations		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:		127,027	127,027	-	-	(127,027)	0.0%	73,451	-	-	(73,451)	0.0%
EXPENDITURES:												
Payroll & Benefits		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance		97,027	97,027	-	-	(97,027)	0.0%	-	-	-	-	0.0%
Utilities		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services		30,000	30,000	1,780	1,780	(28,220)	5.9%	31,751	996	996	(30,756)	3.1%
Capital Outlay		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers		-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Debt Service		-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:		127,027	127,027	1,780	1,780	(125,247)	1.4%	31,751	996	996	(30,756)	3.1%
REV OVER/(UNDER) EXP		-	-	(1,780)	(1,780)			41,700	(996)	(996)		
ENDING FUND BALANCE		46,896	46,896		45,116			46,896		4,201		



Town of Northlake

DEBT SERVICE

Quarter Ended December 31 2018

(Unaudited)

Fund:	160										
	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	783,748	783,748		783,748			126,530		126,530		
REVENUES:											
Taxes / Fees & Fines	779,292	779,292	258,692	258,692	(520,600)	33.2%	630,735	155,266	155,266	(475,469)	24.6%
Permits and Registrations	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Franchise Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Building Permits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Development	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	50,000	50,000	-	-	(50,000)	0.0%	550,000	-	-	(550,000)	0.0%
Bond Proceeds	-	-	12,218,908	12,218,908	12,218,908	0.0%	-	-	-	-	0.0%
Other Revenue:	1,200	1,200	1,704	1,704	504	142.0%	2,688	497	497	(2,191)	18.5%
TOTAL REVENUE:	830,492	830,492	12,479,304	12,479,304	11,648,812	1502.6%	1,183,423	155,763	155,763	(1,027,659)	13.2%
EXPENDITURES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	5,206	5,206	825	825	(4,381)	15.8%	2,988	550	550	(2,438)	18.4%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	12,000,000	12,000,000	12,000,000	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	1,325,828	1,325,828	199,540	199,540	(1,126,287)	15.1%	523,218	(19,988)	(19,988)	(543,206)	-3.8%
TOTAL EXPENSES:	1,331,034	1,331,034	12,200,365	12,200,365	10,869,332	916.6%	526,205	(19,438)	(19,438)	(545,643)	-3.7%
REV OVER/(UNDER) EXP	(500,542)	(500,542)	278,939	278,939			657,218	175,201	175,201		
ENDING FUND BALANCE	283,206	283,206		1,062,687			783,748		301,732		



Town of Northlake

WATER & SEWER FUND

Quarter Ended December 31 2018

(Unaudited)

Fund: <<200>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	4,701,520	4,701,520		4,701,520			2,840,035		2,840,035		
REVENUES:											
Water Sales	2,750,000	2,750,000	413,048	413,048	(2,336,952)	15.0%	2,256,247	407,975	407,975	(1,848,271)	18.1%
Water Fees	250,250	250,250	31,650	31,650	(218,600)	12.6%	226,480	49,550	49,550	(176,930)	21.9%
Sewer Sales	1,500,000	1,500,000	276,608	276,608	(1,223,392)	18.4%	1,152,270	252,719	252,719	(899,551)	21.9%
Sewer Fees	20,000	20,000	9,450	9,450	(10,550)	47.3%	30,200	3,050	3,050	(27,150)	10.1%
Sewer Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue	75,050	75,050	31,879	31,879	(43,171)	42.5%	1,427,725	28,542	28,542	(1,399,183)	2.0%
TOTAL REVENUE:	4,595,300	4,595,300	762,634	762,634	(3,832,666)	16.6%	5,092,921	741,836	741,836	(4,351,085)	14.6%
EXPENSES:											
Payroll & Benefits	519,491	519,491	100,712	100,712	(418,779)	19.4%	402,466	78,284	78,284	(324,182)	19.5%
Supplies	56,082	56,082	4,927	4,927	(51,155)	8.8%	36,263	4,522	4,522	(31,741)	12.5%
Maintenance	110,185	110,185	21,371	21,371	(88,814)	19.4%	103,733	25,842	25,842	(77,891)	24.9%
Wholesale Water	1,500,000	1,500,000	156,028	156,028	(1,343,972)	10.4%	1,528,569	170,180	170,180	(1,358,389)	11.1%
Sewer Treatment	1,000,000	1,000,000	115,498	115,498	(884,502)	11.5%	595,042	188,978	188,978	(406,064)	31.8%
Utilities	46,620	46,620	5,840	5,840	(40,780)	12.5%	38,618	7,950	7,950	(30,668)	20.6%
Services	78,400	78,400	15,841	15,841	(62,559)	20.2%	189,552	23,474	23,474	(166,078)	12.4%
Capital Outlay	428,100	428,100	38,064	38,064	(390,036)	8.9%	-	34,462	34,462	34,462	0.0%
Transfers	372,615	372,615	93,154	93,154	(279,461)	25.0%	304,100	74,775	74,775	(229,325)	24.6%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	4,111,493	4,111,493	551,436	551,436	(3,560,057)	13.4%	3,198,343	608,466	608,466	(2,589,877)	19.0%
REV OVER/(UNDER) EXP	483,807	483,807	211,198	211,198			1,894,578	133,370	133,370		
ENDING FUND BALANCE	5,185,327	5,185,327		4,912,718			4,734,613		2,973,405		
Less: Net Capital Assets	(4,444,530)	(4,444,530)		(4,444,530)			(4,444,530)		(2,609,785)		
Less: Customer Deposits	(456,571)	(456,571)		(471,285)			(446,676)		(327,953)		
Less: Upper Trinity Deposit	-	-		-			-		-		
Changes to Fund Balance	-	-		-			(33,093)		-		
UNRESTRICTED FUND BALANCE	284,226	284,226		(3,097)			(189,686)		35,668		



Town of Northlake

Water Impact Fees North

Quarter Ended December 31 2018

(Unaudited)

Fund: <<202>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	595,318	595,318		595,318			279,528		279,528		
REVENUES:											
Water Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Impact Fees	250,000	250,000	51,852	51,852	(198,148)	20.7%	338,973	97,484	97,484	(241,489)	28.8%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,700	1,700	1,711	1,711	11	100.6%	15,972	498	498	(15,474)	3.1%
TOTAL REVENUE:	251,700	251,700	53,563	53,563	(198,137)	21.3%	354,945	97,982	97,982	(256,963)	27.6%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	200,000	200,000	10,272	10,272	(189,728)	5.1%	29,521	3,048	3,048	(26,473)	10.3%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	9,634	(819)	(819)	(10,453)	-8.5%
TOTAL EXPENSES:	200,000	200,000	10,272	10,272	(189,728)	5.1%	39,155	2,229	2,229	(36,926)	5.7%
REV OVER/(UNDER) EXP	51,700	51,700	43,291	43,291			315,790	95,753	95,753		
ENDING FUND BALANCE	647,018	647,018		638,609			595,318		375,281		
Less: Net Capital Assets	(618,301)	(618,301)		(618,301)			(618,301)		(625,213)		
Less: Customer Deposits	(13,444)	(13,444)		(13,444)			(13,444)		(13,444)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	15,272	15,272		6,864			(36,428)		(263,376)		



Town of Northlake

Water Capital Projects

Quarter Ended December 31 2018

Fund: <<203>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	683,515	683,515		683,515			693,813		693,813		
REVENUES:											
Water Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Impact Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	10,000,000	10,000,000	12,000,000	12,000,000	2,000,000	120.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	-	-	71,176	71,176	71,176	0.0%	26,122	4,827	4,827	(21,295)	18.5%
TOTAL REVENUE:	10,000,000	10,000,000	12,071,176	12,071,176	2,071,176	120.7%	26,122	4,827	4,827	(21,295)	18.5%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	5,300	5,300	-	-	(5,300)	0.0%	25,778	-	-	(25,778)	0.0%
Capital Outlay	10,000,000	10,000,000	-	-	(10,000,000)	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	30,581	30,581	-	-	(30,581)	0.0%	10,642	-	-	(10,642)	0.0%
TOTAL EXPENSES:	10,035,881	10,035,881	-	-	(10,035,881)	0.0%	36,420	-	-	(36,420)	0.0%
REV OVER/(UNDER) EXP	(35,881)	(35,881)	12,071,176	12,071,176			(10,298)	4,827	4,827		
ENDING FUND BALANCE	647,634	647,634		12,754,691			683,515		698,639		
Less: Net Capital Assets	(997,986)	(997,986)		(997,986)			(997,986)		(997,986)		
Less: Customer Deposits	-	-		-			(1,418)		(1,418)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	(350,353)	(350,353)		11,756,704			(315,890)		(300,765)		



Town of Northlake

Water Impact Fees - South

Quarter Ended December 31 2018

(Unaudited)

Fund: <<204>>	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	1,340,481	1,340,481		1,340,481			1,170,004		1,170,004		
REVENUES:											
Water Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Water Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Sales	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Fees	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Sewer Impact Fees	50,000	50,000	76,125	76,125	26,125	152.3%	44,350	15,426	15,426	(28,924)	34.8%
Water Impact Fees	200,000	200,000	359,031	359,031	159,031	179.5%	363,811	147,897	147,897	(215,914)	40.7%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
FWSD Reimbursement	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Other Revenue:	1,700	1,700	1,711	1,711	11	100.6%	2,695	498	498	(2,197)	18.5%
TOTAL REVENUE:	251,700	251,700	436,867	436,867	185,167	173.6%	410,856	163,821	163,821	(247,035)	39.9%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	512,000	512,000	-	-	(512,000)	0.0%	240,379	9,045	9,045	(231,334)	3.8%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	512,000	512,000	-	-	(512,000)	0.0%	240,379	9,045	9,045	(231,334)	3.8%
REV OVER/(UNDER) EXP	(260,300)	(260,300)	436,867	436,867			170,478	154,777	154,777		
ENDING FUND BALANCE	1,080,181	1,080,181		1,777,348			1,340,481		1,324,780		
Less: Net Capital Assets	-	-		-			-		-		
Less: Customer Deposits	-	-		-			-		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	1,080,181	1,080,181		1,777,348			1,340,481		1,324,780		



Town of Northlake

Technology Services Fund

Quarter Ended December 31, 2018

(Unaudited)

Fund: 504	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	-	-		-			89,719		89,719		
REVENUES:											
Mayor & Council	6,500	6,500	1,625	1,625	(4,875)	25.0%	6,500	125	125	(6,375)	1.9%
Administration-GF	12,000	12,000	3,000	3,000	(9,000)	25.0%	12,000	2,250	2,250	(9,750)	18.8%
Town Secretary	5,000	5,000	1,250	1,250	(3,750)	25.0%	5,000	1,000	1,000	(4,000)	20.0%
Municipal Courts	16,000	16,000	4,000	4,000	(12,000)	25.0%	16,000	3,000	3,000	(13,000)	18.8%
Development	6,500	6,500	1,625	1,625	(4,875)	25.0%	6,500	1,250	1,250	(5,250)	19.2%
Police	47,000	47,000	11,750	11,750	(35,250)	25.0%	47,000	-	-	(47,000)	0.0%
Public Works	13,000	13,000	3,250	3,250	(9,750)	25.0%	13,000	2,500	2,500	(10,500)	19.2%
Administration-HOT	1,500	1,500	375	375	(1,125)	25.0%	1,500	250	250	(1,250)	16.7%
Administration-EDC	1,500	1,500	375	375	(1,125)	25.0%	750	125	125	(625)	16.7%
Administration-CDC	1,500	1,500	375	375	(1,125)	25.0%	750	125	125	(625)	16.7%
Administration-WS Fund	4,000	4,000	1,000	1,000	(3,000)	25.0%	4,000	750	750	(3,250)	18.8%
Utility Department	15,000	15,000	3,750	3,750	(11,250)	25.0%	15,000	2,750	2,750	(12,250)	18.3%
Maintenance Reserve	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Insurance Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Interest Revenue	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL REVENUE:	129,500	129,500	32,375	32,375	(97,125)	25.0%	128,000	14,125	14,125	(113,875)	11.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	16,000	16,000	334	334	(15,666)	2.1%	8,912	529	529	(8,383)	5.9%
Utilities	31,000	31,000	3,971	3,971	(27,029)	12.8%	14,720	-	-	(14,720)	0.0%
Services	111,000	111,000	27,616	27,616	(83,384)	24.9%	98,671	25,031	25,031	(73,640)	25.4%
Capital Outlay	-	-	-	-	-	0.0%	-	5,348	5,348	5,348	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	158,000	158,000	31,921	31,921	(126,079)	20.2%	122,303	30,907	30,907	(91,395)	25.3%
REV OVER/(UNDER) EXP	(28,500)	(28,500)	454	454			5,697	(16,782)	(16,782)		
ENDING FUND BALANCE	(28,500)	(28,500)		454			95,416		72,936		
Less: Net Capital Assets	(73,896)	(73,896)		(73,896)			(73,896)		-		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	(102,396)	(102,396)		(73,442)			21,519		72,936		



Town of Northlake
EQUIPMENT FUND
 Quarter Ended December 31, 2018
 (Unaudited)

Fund: 505	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	923,479	923,479		923,479			778,413		778,413		
REVENUES:											
Equipment Service Revenue-PD	110,000	110,000	27,500	27,500	(82,500)	25.0%	110,000	27,500	27,500	(82,500)	25.0%
Equipment Service Revenue-PW	25,000	25,000	6,250	6,250	(18,750)	25.0%	25,000	6,250	6,250	(18,750)	25.0%
Equipment Service Revenue-Utilities	75,000	75,000	18,750	18,750	(56,250)	25.0%	75,000	31,250	31,250	(43,750)	41.7%
Equip. Service Revenue-Dev	12,000	12,000	3,000	3,000	(9,000)	25.0%	12,000	-	-	(12,000)	0.0%
Sale of Equipment Proceeds	11,000	11,000	-	-	(11,000)	0.0%	32,761	-	-	(32,761)	0.0%
Transfer from Donation Fund	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from Debt Fund	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers from GF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfer from UF	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Bond Proceeds	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Insurance Proceeds	-	-	1,576	1,576	1,576	0.0%	32,878	8,070	8,070	(24,807)	24.5%
Other Revenue	500	500	1,777	1,777	1,277	355.5%	2,774	514	514	(2,260)	18.5%
TOTAL REVENUE:	233,500	233,500	58,853	58,853	(174,647)	25.2%	290,413	73,585	73,585	(216,829)	25.3%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	7,000	7,000	-	-	(7,000)	0.0%	35,831	8,678	8,678	(27,152)	24.2%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	109,517	-	-	(109,517)	0.0%
Capital Outlay	267,000	267,000	45,391	45,391	(221,609)	17.0%	-	32,210	32,210	32,210	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	274,000	274,000	45,391	45,391	(228,609)	16.6%	145,347	40,888	40,888	(104,459)	28.1%
REV OVER/(UNDER) EXP	(40,500)	(40,500)	13,462	13,462			145,066	32,696	32,696		
ENDING FUND BALANCE	882,979	882,979		936,941			923,479		811,109		
Less: Net Capital Assets	(771,427)	(771,427)		(771,427)			(771,427)		(667,552)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	111,553	111,553		165,515			152,053		143,558		



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

Fund: 506	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
BEGINNING FUND BALANCE:	773,126	773,126		773,126			589,702		589,702		
REVENUES:											
Mayor & Council	13,890	13,890	3,473	3,473	(10,418)	25.0%	400	100	100	(300)	25.0%
Administration-GF	17,360	17,360	4,340	4,340	(13,020)	25.0%	107,000	1,750	1,750	(105,250)	1.6%
Town Secretary	6,945	6,945	1,736	1,736	(5,209)	25.0%	3,100	775	775	(2,325)	25.0%
Municipal Courts	20,830	20,830	5,208	5,208	(15,623)	25.0%	9,200	2,300	2,300	(6,900)	25.0%
Development	8,680	8,680	2,170	2,170	(6,510)	25.0%	3,800	950	950	(2,850)	25.0%
Police	97,225	97,225	24,306	24,306	(72,919)	25.0%	63,400	6,850	6,850	(56,550)	10.8%
Public Works	31,250	31,250	7,813	7,813	(23,438)	25.0%	7,600	1,900	1,900	(5,700)	25.0%
Administration-HOT	1,735	1,735	434	434	(1,301)	25.0%	800	200	200	(600)	25.0%
Administration-EDC	1,735	1,735	434	434	(1,301)	25.0%	800	200	200	(600)	25.0%
Administration-CDC	1,735	1,735	434	434	(1,301)	25.0%	800	200	200	(600)	25.0%
Administration-WS Fund	10,420	10,420	2,605	2,605	(7,815)	25.0%	2,200	550	550	(1,650)	25.0%
Utility Department	38,195	38,195	9,549	9,549	(28,646)	25.0%	7,900	1,975	1,975	(5,925)	25.0%
Court Security	-	-	-	-	-	0.0%	46,293	-	-	(46,293)	0.0%
Maintenance Reserve	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Insurance Proceeds	-	-	-	-	-	0.0%	3,025	-	-	(3,025)	0.0%
Interest Revenue	-	-	1,711	1,711	1,711	0.0%	2,695	498	498	(2,197)	18.5%
TOTAL REVENUE:	250,000	250,000	64,211	64,211	(185,789)	25.7%	259,013	18,248	18,248	(240,764)	7.0%
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	149,760	149,760	8,169	8,169	(141,591)	5.5%	26,604	6,690	6,690	(19,913)	25.1%
Maintenance	8,000	8,000	5,258	5,258	(2,742)	65.7%	15,043	737	737	(14,306)	4.9%
Utilities	15,000	15,000	1,678	1,678	(13,322)	11.2%	10,938	5,085	5,085	(5,853)	46.5%
Services	84,552	76,552	36,498	36,498	(40,054)	47.7%	23,004	2,400	2,400	(20,604)	10.4%
Capital Outlay	-	8,000	-	-	(8,000)	0.0%	-	36,722	36,722	36,722	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	257,312	257,312	51,602	51,602	(205,710)	20.1%	75,589	51,634	51,634	(23,955)	68.3%
REV OVER/(UNDER) EXP	(7,312)	(7,312)	12,609	12,609			183,424	(33,386)	(33,386)		
ENDING FUND BALANCE	765,814	765,814		785,735			773,126		556,317		
Less: Net Capital Assets	(1,564,710)	(1,564,710)		(1,564,710)			(1,564,710)		(24,071)		
Changes to Fund Balance	-	-		-			-		-		
UNRESTRICTED FUND BALANCE	(798,896)	(798,896)		(778,975)			(791,584)		532,246		



Town of Northlake

DEPARTMENT REPORT

Quarter Ended December 31 2018

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
COUNCIL											
EXPENDITURES:											
Payroll & Benefits	2,600	2,600	700	700	(1,900)	26.9%	2,071	760	760	(1,311)	36.7%
Supplies	1,940	1,940	942	942	(998)	48.6%	2,561	20	20	(2,542)	0.8%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	750	750	199	199	(551)	26.5%	807	148	148	(659)	18.4%
Services	7,500	7,500	6,128	6,128	(1,372)	81.7%	25,417	1,958	2,183	(23,234)	8.6%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	20,390	20,390	5,098	5,098	(15,293)	25.0%	6,900	225	-	(6,900)	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	33,180	33,180	13,066	13,066	(20,114)	39.4%	37,757	3,111	3,111	(34,645)	8.2%
ADMINISTRATION											
EXPENDITURES:											
Payroll & Benefits	438,546	438,546	95,557	95,557	(342,989)	21.8%	321,693	88,637	88,637	(233,056)	27.6%
Supplies	7,925	7,925	674	674	(7,251)	8.5%	6,329	1,079	1,079	(5,250)	17.0%
Maintenance	2,150	2,150	-	-	(2,150)	0.0%	8,276	-	-	(8,276)	0.0%
Utilities	1,200	1,200	376	376	(824)	31.4%	1,376	376	376	(1,000)	27.3%
Services	230,075	230,075	21,046	21,046	(209,029)	9.1%	150,481	37,946	37,946	(112,536)	25.2%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	29,360	29,360	7,340	7,340	(22,020)	25.0%	619,000	4,000	4,000	(615,000)	0.6%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	709,256	709,256	124,994	124,994	(584,262)	17.6%	1,107,156	132,037	132,037	(975,118)	11.9%
TOWN SECRETARY											
EXPENDITURES:											
Payroll & Benefits	102,686	102,686	25,992	25,992	(76,694)	25.3%	95,113	24,980	24,980	(70,133)	26.3%
Supplies	3,610	3,610	432	432	(3,178)	12.0%	2,450	748	748	(1,701)	30.5%
Maintenance	500	500	-	-	(500)	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	24,750	24,750	1,123	1,123	(23,627)	4.5%	15,314	1,172	1,172	(14,142)	7.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	11,945	11,945	2,986	2,986	(8,959)	25.0%	8,100	1,775	1,775	(6,325)	21.9%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	143,491	143,491	30,533	30,533	(112,958)	21.3%	120,976	28,675	28,675	(92,301)	23.7%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended December 31 2018

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
MUNICIPAL COURT											
EXPENDITURES:											
Payroll & Benefits	213,405	213,405	52,568	52,568	(160,837)	24.6%	196,283	51,052	51,052	(145,230)	26.0%
Supplies	6,040	6,040	239	239	(5,801)	4.0%	3,126	829	829	(2,297)	26.5%
Maintenance	-	-	-	-	-	0.0%	180	-	-	(180)	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	30,500	30,500	3,253	3,253	(27,247)	10.7%	32,669	8,061	8,061	(24,608)	24.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	36,830	36,830	9,208	9,208	(27,623)	25.0%	25,200	5,300	5,300	(19,900)	21.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	286,775	286,775	65,267	65,267	(221,508)	22.8%	257,457	65,242	65,242	(192,215)	25.3%
DEVELOPMENT SERVICES											
EXPENDITURES:											
Payroll & Benefits	227,434	227,434	40,523	40,523	(186,911)	17.8%	126,564	21,639	21,639	(104,925)	17.1%
Supplies	5,000	5,000	765	765	(4,235)	15.3%	3,639	655	655	(2,984)	18.0%
Maintenance	2,400	2,400	341	341	(2,059)	14.2%	624	-	-	(624)	0.0%
Utilities	1,200	1,200	411	411	(789)	34.2%	1,236	148	148	(1,088)	12.0%
Services	357,850	357,850	107,825	107,825	(250,025)	30.1%	456,190	62,996	62,996	(393,194)	13.8%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	27,180	27,180	6,795	6,795	(20,385)	25.0%	22,300	2,200	2,200	(20,100)	9.9%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	621,064	621,064	156,659	156,659	(464,405)	25.2%	610,551	87,638	87,638	(522,914)	14.4%
POLICE											
EXPENDITURES:											
Payroll & Benefits	1,367,862	1,367,862	310,583	310,583	(1,057,279)	22.7%	1,139,308	267,749	267,749	(871,559)	23.5%
Supplies	104,068	104,068	13,511	13,511	(90,557)	13.0%	75,389	15,248	15,248	(60,141)	20.2%
Maintenance	45,336	45,336	18,873	18,873	(26,463)	41.6%	47,117	20,160	20,160	(26,957)	42.8%
Utilities	8,600	8,600	1,996	1,996	(6,604)	23.2%	8,614	1,665	1,665	(6,949)	19.3%
Services	64,008	64,008	12,658	12,658	(51,350)	19.8%	51,986	4,116	4,116	(47,870)	7.9%
Capital Outlay	-	-	14,724	14,724	14,724	0.0%	6,679	5,629	5,629	(1,050)	84.3%
Transfers	254,225	254,225	63,556	63,556	(190,669)	25.0%	220,400	34,350	34,350	(186,050)	15.6%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	1,844,099	1,844,099	435,902	435,902	(1,408,198)	23.6%	1,549,493	348,917	348,917	(1,200,576)	22.5%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended December 31 2018

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - GENERAL FUND											
EXPENDITURES:											
Payroll & Benefits	350,257	350,257	74,337	74,337	(275,920)	21.2%	290,928	71,657	71,657	(219,271)	24.6%
Supplies	42,930	42,930	8,455	8,455	(34,475)	19.7%	36,858	6,028	6,028	(30,830)	16.4%
Maintenance	159,725	159,725	11,374	11,374	(148,351)	7.1%	211,776	41,959	41,959	(169,817)	19.8%
Utilities	11,025	11,025	1,849	1,849	(9,176)	16.8%	6,938	1,980	1,980	(4,958)	28.5%
Services	28,000	28,000	928	928	(27,072)	3.3%	31,785	8,720	8,720	(23,065)	27.4%
Capital Outlay	6,000	6,000	0	0	(6,000)	0.0%	1,590	-	-	(1,590)	0.0%
Transfers	69,250	69,250	17,313	17,313	(51,938)	25.0%	45,600	10,650	10,650	(34,950)	23.4%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	667,187	667,187	114,257	114,257	(552,930)	17.1%	625,475	140,994	140,994	(484,481)	22.5%
GENERAL FUND - NON DEPARTMENTAL											
EXPENDITURES:											
Payroll & Benefits	15,000	15,000	312	312	(14,688)	2.1%	2,952	-	-	(2,952)	0.0%
Supplies	-	-	-	-	-	0.0%	462	462	462	-	100.0%
Maintenance	-	-	-	-	-	0.0%	318	-	-	(318)	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	82,206	82,206	78	78	(82,128)	0.1%	96,490	16,962	16,962	(79,528)	17.6%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	97,206	97,206	390	390	(96,816)	0.4%	100,222	17,424	17,424	(82,798)	17.4%
ADMINISTRATION - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	122,501	122,501	23,659	23,659	(98,842)	19.3%	112,125	19,940	19,940	(92,185)	17.8%
Supplies	4,200	4,200	27	27	(4,173)	0.6%	1,721	134	134	(1,586)	7.8%
Maintenance	600	600	-	-	(600)	0.0%	4,342	-	-	(4,342)	0.0%
Utilities	-	-	56,585	56,585	56,585	0.0%	-	-	-	-	0.0%
Services	36,100	36,100	6,024	6,024	(30,076)	16.7%	112,833	4,161	4,161	(108,672)	3.7%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	244,420	244,420	61,105	61,105	(183,315)	25.0%	206,200	38,800	38,800	(167,400)	18.8%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	407,821	407,821	147,400	147,400	(260,421)	36.1%	437,221	63,035	63,035	(374,186)	14.4%



Town of Northlake

DEPARTMENT REPORT

Quarter Ended December 31 2018

(Unaudited)

	Original Budget	Forecasted Budget	Quarterly Activity	YTD Activity	Over(under) Forecasted Budget	% of Budget Realized	Prior Year Actual	Prior Year Quarter	Prior YTD Activity	Over(Under) Prior Year Actual	% of Actual Realized
PUBLIC WORKS - UTILITY FUND											
EXPENSES:											
Payroll & Benefits	396,990	396,990	77,053	77,053	(319,937)	19.4%	290,341	58,344	58,344	(231,997)	20.1%
Supplies	51,882	51,882	4,901	4,901	(46,981)	9.4%	34,542	4,387	4,387	(30,155)	12.7%
Maintenance	109,585	109,585	21,371	21,371	(88,214)	19.5%	99,391	25,842	25,842	(73,549)	26.0%
Utilities	2,546,620	2,546,620	161,868	161,868	(2,384,752)	6.4%	2,162,229	367,108	367,108	(1,795,121)	17.0%
Services	42,300	42,300	9,817	9,817	(32,483)	23.2%	50,518	13,703	13,703	(36,815)	27.1%
Capital Outlay	428,100	428,100	38,064	38,064	(390,036)	8.9%	-	34,462	34,462	34,462	0.0%
Transfers	128,195	128,195	32,049	32,049	(96,146)	25.0%	97,900	35,975	35,975	(61,925)	36.7%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	3,703,672	3,703,672	345,123	345,123	(3,358,549)	9.3%	2,734,921	539,820	539,820	(2,195,101)	19.7%
PUBLIC WORKS - NON DEPARTMENTAL											
EXPENSES:											
Payroll & Benefits	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Supplies	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Maintenance	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Utilities	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Services	-	-	-	-	-	0.0%	26,201	5,611	36	(26,165)	0.1%
Capital Outlay	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Transfers	-	-	-	-	-	0.0%	-	-	-	-	0.0%
Lease Purchase Debt Service	-	-	-	-	-	0.0%	-	-	-	-	0.0%
TOTAL EXPENSES:	-	-	-	-	-	0.0%	26,201	5,611	36	(26,165)	0.1%

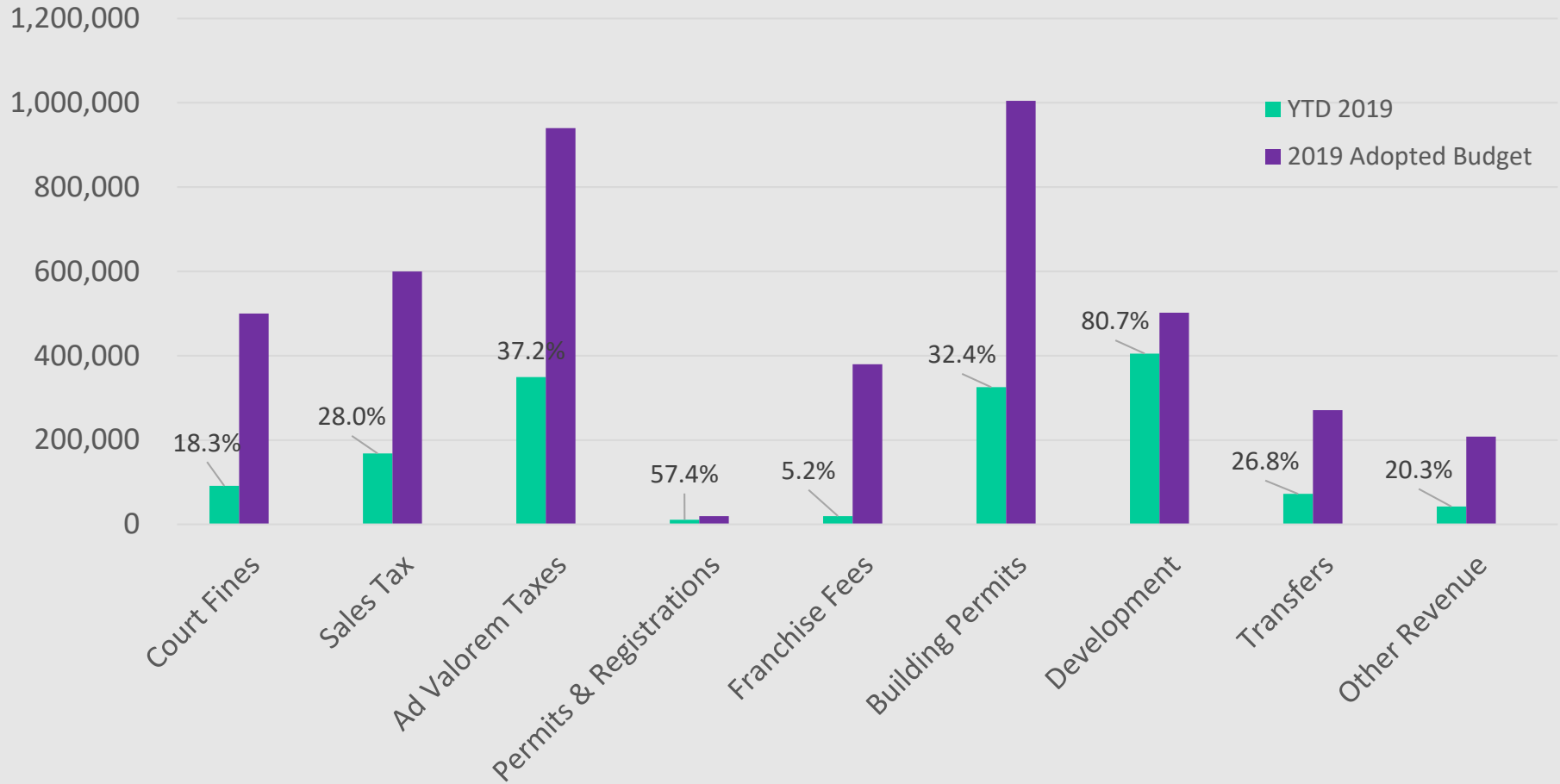
Town of Northlake

FY 2019 1st Quarter Budget Review



As of December 31, 2018
(Unaudited)

FY 2019 General Fund Revenues Vs. Revised Budget

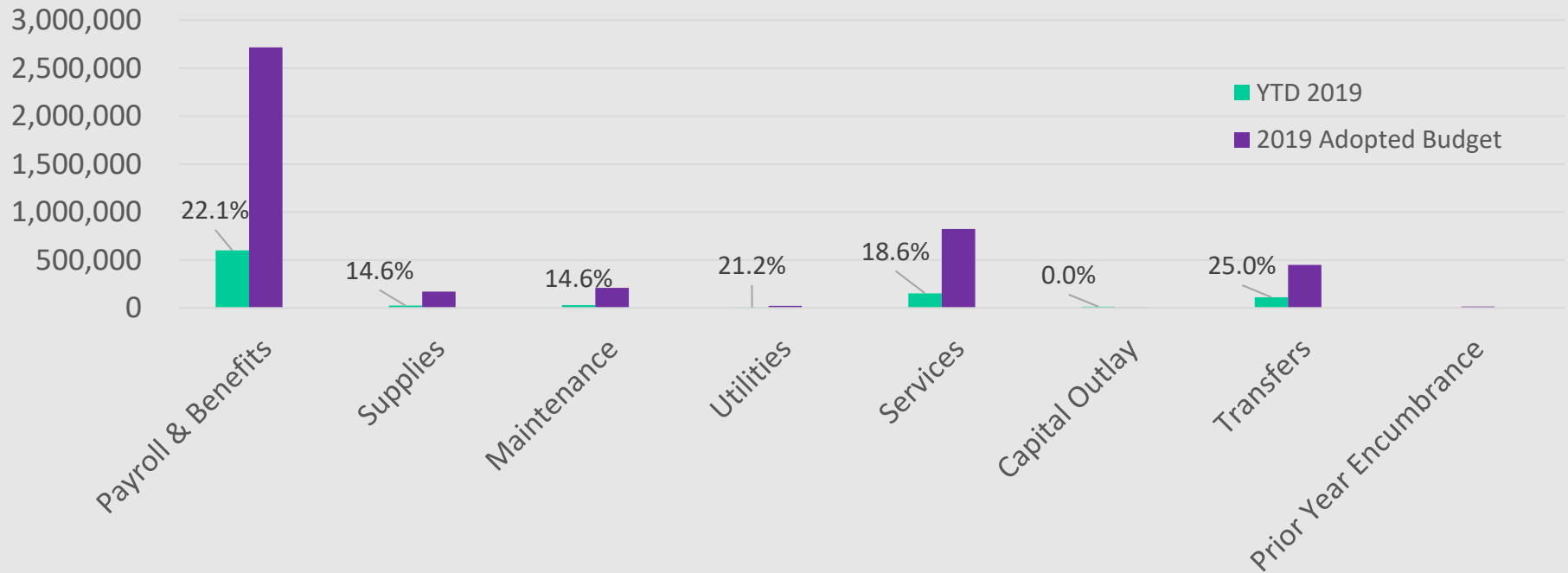


At the end of the 1st Quarter, General Fund revenues were at 33.6% of budget

General Fund 1st Quarter 2019 Revenue Highlights

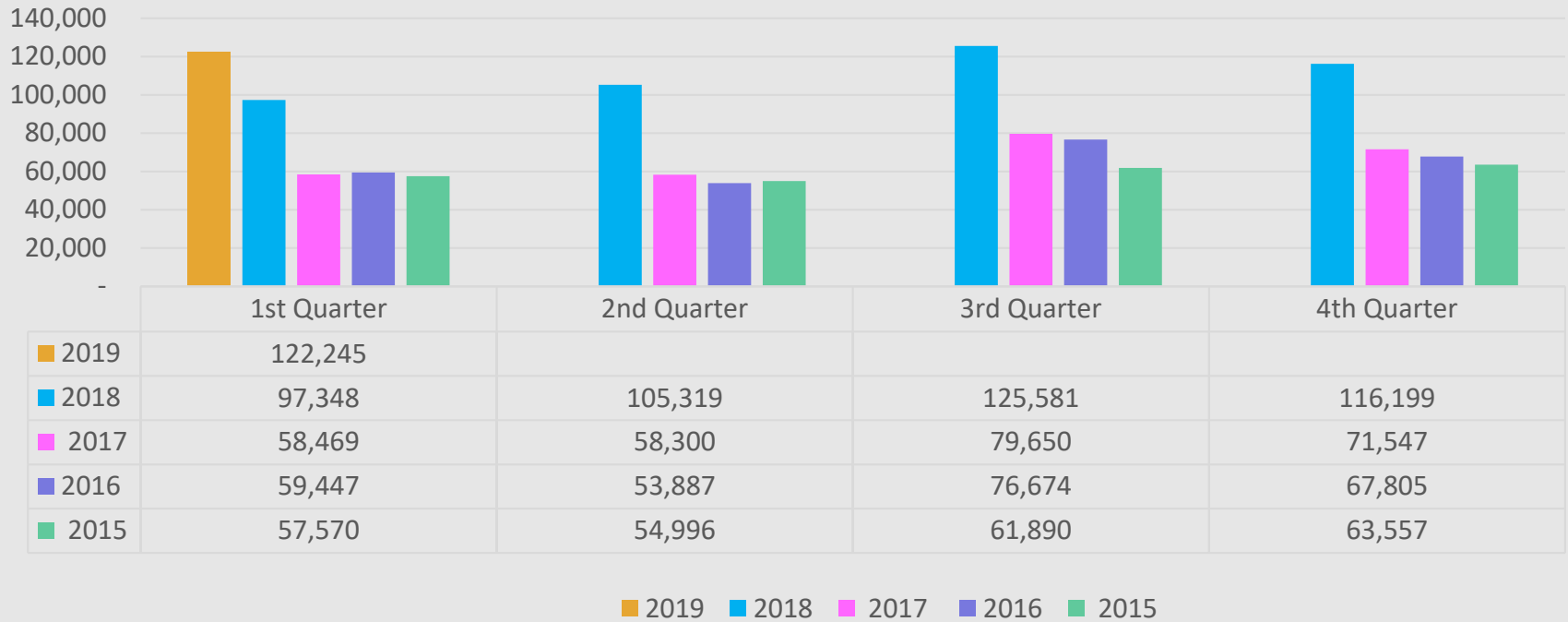
Revenues	YTD 2019	2019 Adopted Budget	% of FY 2019 Budget Realized	Description
Sales Tax	168,257	600,000	28.0%	Averaging \$56,085 per month in collections
Permits & Registrations	11,224	19,550	57.4%	Due to annual health inspections and plan review fees
Development	405,111	502,250	80.7%	Due to plan reviews for Chadwick apartments and Pecan Square phase I

FY 2019 General Fund Expenditures Vs. Budget



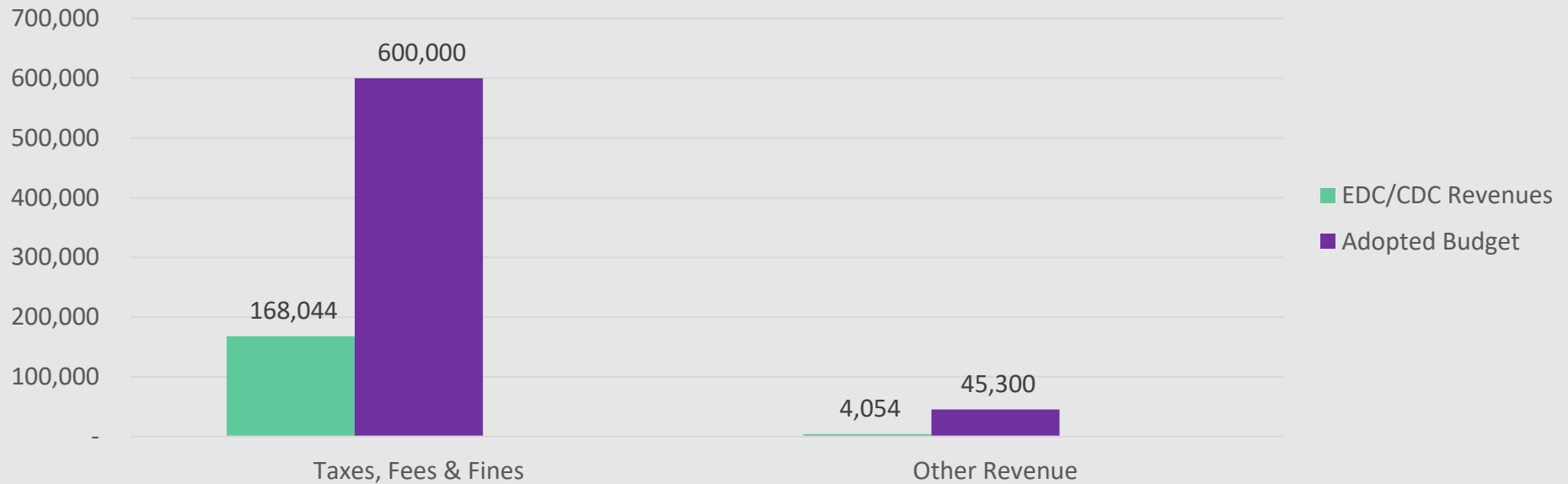
- Expenditures are at 21.3% of budget
- Capital outlay was for office equipment and furniture for a Sergeant

HOT Tax With Prior Years' Quarterly Comparisons

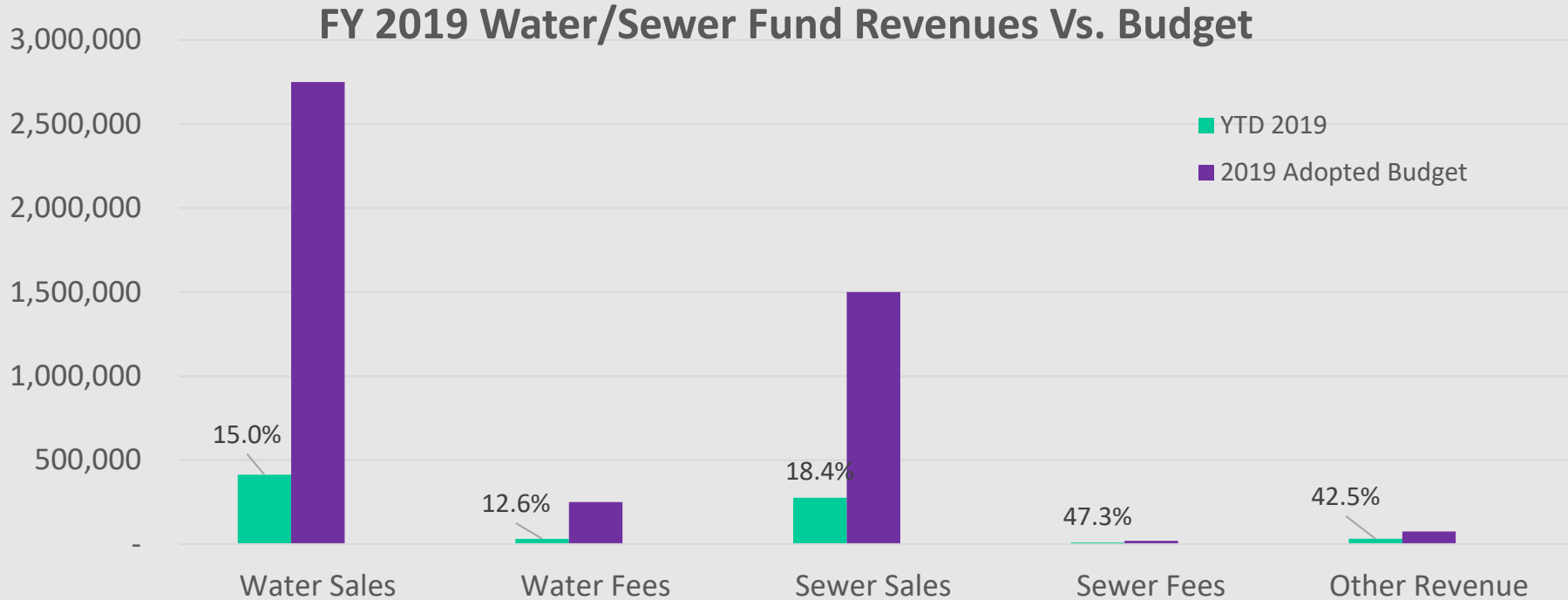


- HOT receipts increased \$6,046 or 5.2% from the previous quarter
- Expenditures are in line with budget expectations

FY 2019 EDC & CDC Revenues vs. Budget



- Sales taxes exceeded budget by 3.0%.
- Average monthly sales tax collected is \$56,015
- Expenditures are at 4.4% of budget expectations



At the end of the 1st quarter revenues were below budget at 16.6%

- Sewer fees are 22.3% higher than anticipated – Septic permit fees
- Expenditures are below expectations at 13.4% of budget



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5



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

Brian Montini, Mayor Pro Tem
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Council Meeting Minutes
Thursday, December 13, 2018
1500 Commons Circle Suite 300 – Chamber Room
Northlake, Texas 76226**

1. Mayor Peter Dewing called the workshop 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; Eric Tamayo, Public Works Director; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Town Attorney; Ben McGahey, P.E. Town Engineer

2. Briefing Items

A. Drew Corn briefed the council on the assumptions for Pecan Square acreage calculations received from Hillwood Communities

3. Mayor Dewing called the Regular Meeting to order at 7:16 pm, quorum present
Mayor Dewing led the audience in the Pledge of Allegiance and a Moment of Silence

4. Public Input

Councilmember Hardeman made a motion to extend public input time to 5 minutes per speaker. 2nd by Councilmember Lambert. Motion passed unanimous

- Glen Hyde, property owner at Northwest Regional Airport commented about the proposed project to move Cleveland Gibbs Rd west around the airport
- Joseph Prem, property owner at Northwest Regional Airport applauded the council on the project to move Cleveland Gibbs Road to west side of airport
- Mark Peel, Northlake resident, commented he moved here for the rural community, opposes the townhouses in the Pecan Square development losing his views from his neighborhood and has talked with his neighbors about their issues with the development
- Karen Peel, Northlake resident, stated she is against the townhouses proposed in Pecan Square development, supported Brian Montini in his bid for election, but was disappointed he voted to allow the town houses to be moved around the square

- Clifford Travis, Northlake resident, not opposed to the Pecan Square overall planned development, believe infrastructure is the big focus and need
- Teresa English, Northlake resident, moved here from Trophy Club, likes the rural community, wants council to be responsive to residents and step up to protect them, infrastructure is very important, wants the town's subdivisions to come together as a community
- John Young, property owner at Northwest Regional Airport supported the council's decision to move Cleveland Gibbs Road to west side of airport
- Mitch Whatley, property owner at Northwest Regional Airport and President of the POA was fully in support moving Cleveland Gibbs Road west of the airport
- John Paxton, property owner at Northwest Regional Airport, in support of the road being moved west of airport
- Larry Martin, property owner at Northwest Regional Airport, a member of the Board of Directors of the POA fully support Cleveland Gibbs Road to move west of airport
- Carla Hardeman, resident of Northlake, stated her family had been here in the area for 5 generations as ranchers and farmers; believe the Mayor is targeting their family with all the restrictive ordinances approved during his term; commented about a water leak along Mulkey Ln
- Cody Locknane- resident of Northlake sent a letter in thru resident Mark Peel, stating his opposition to the townhomes in Pecan Square, ask council to reconsider not allowing this; believes the half acre lots are being taken out of the plan

5. Consent Items

By general consent, the council approved the consent item

B. Town Council meeting minutes of 11-8-18

6. Regular Items

C. Ordinance amending Article 5, "Zoning Districts," of the Unified Development Code of the Town of Northlake by establishing a Neighborhood Commercial "NC" Zoning District; by revising the Commercial "C" Zoning District; by revising Section 5.6, "Dimensional and Development Standards Summary," and by revising Section 5.7, "Permitted Use Table," to provide for and amend certain development standards and other regulations applicable to certain zoning districts within the Town

i. Mayor Dewing opened the public hearing at 7:55 pm to hear comments for or against the proposed amendments

No one came forward for or against

Mayor Dewing closed the public hearing at 7:56 pm

Vote 1: Commissioner Lambert made the motion to approve Ordinance No. 18-1213A. 2nd by Councilmember Simpson

Vote: motion failed

For: Lambert, Simpson

Against: Sessions, Montini, Hardeman

Vote 2: Mayor Pro Tem Montini made the motion to approve the Ordinance to exclude Hotel/Motels from Neighborhood Commercial Zoning District. 2nd by Councilmember Sessions

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

- D. Councilmember Sessions made the motion to approve Ordinance No. 18-1213B establishing construction hours. 2nd by Councilmember Simpson

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

- E. Mayor Pro Tem Montini made the motion to approve the Final Plat for Lots 6R1-1R and 6R1-2R, Block 2, Texas Speedway Centre, being a replat of Lot 6R1, Block 2, Texas Speedway Centre, a 3.189-acre lot located on the southeast side of Raceway Drive approximately 900 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Superhost Northlake Hotel Partners LLC is the owner/applicant. Triangle Engineering LLC is the engineer. A&W Surveyors, Inc is the surveyor. Case # FP-18-022. 2nd by Councilmember Sessions

- i. Mayor Dewing opened the public hearing at 8:18 pm to hear comment for or against the final plat
No one came forward for or against
Mayor Dewing closed the public hearing at 8:19 pm

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

- F. Councilmember Simpson made the motion to approve the Site Plan for Tru by Hilton, a proposed 43,740 square-foot, 98-room hotel on 2.394 acres, to be platted as Lot 6R1-2R, Block 2, Texas Speedway Centre, generally located on the southeast side of Raceway Drive approximately 900 feet south of SH 114 at 13451 Raceway Drive, and zoned Mixed-Use Planned Development (MPD). Superhost Northlake Hotel Partners LLC is the owner/applicant. Triangle Engineering LLC is the engineer. Case # SP-18-007. 2nd by Councilmember Lambert

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

- G. Mayor Pro Tem Montini made the motion to approve the Final Plat of Lot 6, Town Commons, a 2.320-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 in the extraterritorial jurisdiction (ETJ) of the Town of Northlake. G Two Northlake LLC is the owner/applicant. Triangle Engineering LLC is the engineer. A&W Surveyors Inc is the surveyor. Case # FP-18-027. 2nd by Councilmember Simpson

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

- H. Mayor Pro Tem Montini made the motion to approve the Site Plan for Goddard School, a proposed 10,931 square-foot daycare on 2.320 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 6, Town Commons, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 at 7851 Cleveland-Gibbs Road in the extraterritorial jurisdiction (ETJ) of the Town of Northlake. G Two Northlake LLC is the owner/applicant. Triangle Engineering LLC is the engineer. Case # SP-18-006. 2nd by Councilmember Simpson

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

- I. Mayor Pro Tem Montini made the motion to approve the Final Plat of Lot 7, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 16.372-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Sam Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-024. 2nd by Councilmember Sessions

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

- J. Mayor Pro Tem Montini made the motion to approve the Site Plan for Alliance Northport Building 4, a proposed 225,472 square-foot industrial building on 16.372 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 7, Block A, Alliance Northport Addition, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Same Lee Lane 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-18-004. 2nd by Councilmember Sessions

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

- K. Mayor Pro Tem Montini made the motion to approve the Final Plat of Lot 8, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 15.042-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane and zoned Industrial (I). AIL Investment LP is the

owner/applicant. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-025. 2nd by Councilmember Simpson

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

- L. Mayor Pro Tem Montini made the motion to approve the Site Plan for Alliance Northport Building 5, a proposed 225,930 square-foot industrial building on 15.042 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 8, Block A, Alliance Northport Addition, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane 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-18-005. 2nd by Councilmember Simpson

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

- M. Councilmember Hardeman made the motion to approve Resolution No. 18-30 authorizing the Town Administrator to contract for professional engineering services with Halff Associates not to exceed \$396,710 for roadway design of realignment and widening of Cleveland Gibbs Road from FM 1171 to 4,500 feet south. 2nd by Councilmember Lambert

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

- N. Councilmember Lambert made the motion to approve Resolution No. 18-31 authorizing the Town Administrator to contract for services with Aims Companies not to exceed \$244,100 for Southside Sewer Collection System Evaluation and limited repair. 2nd by Mayor Pro Tem Montini

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

- O. Councilmember Lambert made the motion to accept and approve the conveyance documents conveying certain public facilities to the Town to be used by the public for trails, parks, open spaces, recreational facilities, dog park, and splash pad in Canyon Falls. 2nd by Mayor Pro Tem Montini

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

Against: none

- P. Councilmember Sessions made the motion to approve the Maintenance Agreement between the Town of Northlake and Canyon Falls Master Community, Inc. for the maintenance of public facilities located within the Tax Increment Reinvestment Zone Number One for Canyon Falls. 2nd by Councilmember Simpson

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

7. Executive Session – did not convene into closed session during the meeting
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
Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (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
8. Mayor Dewing adjourned the meeting at 8:57 pm

Passed and approved on this the 24th day of January 2019

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 19-1**

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 4, 2019 FOR THE PURPOSE OF ELECTING ONE CITIZEN FOR MAYOR AND TWO CITIZENS TO PLACES 4 & 5; AUTHORIZING THE NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A CONTRACT WITH DENTON COUNTY, TEXAS FOR ELECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the Town of Northlake, as set forth by the Texas Election Code, is required to be held on May 4, 2019, at which time the voters will elect one citizen for Mayor and two citizens to Town Council: Places 4 & 5; and

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

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

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

SECTION 2. The Town Council hereby calls and orders a general municipal election to be held on Saturday, the 4th day of May 2019 between the hours of 7:00 am and 7:00 pm for the purpose of electing one citizen for Mayor and two citizens to serve on the Town Council, Places 4 & 5 from May 2019 until May 2021, or until their successors are duly elected and qualified.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton County on Saturday, May 4, 2019, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 5. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office in Denton, Texas beginning on Monday, April 22, 2019 and continuing through Tuesday, April 30, 2019 at the times set forth below:

**Denton County Elections Office, Joseph A. Carroll Building
701 Kimberly Drive Denton Texas 76208**

<u>Date</u>	<u>Time</u>
Monday through Friday April 22, 2019– April 26, 2019	8:00 a.m. – 5:00 p.m.
Saturday, April 27, 2019	8:00 a.m. – 5:00 p.m.
Monday and Tuesday April 29, 2019 – April 30, 2019	7:00 a.m. – 7:00 p.m.

Branch offices for early voting by personal appearance may also be established as outlined in the contract for joint election and election services between the Town of Northlake and Denton County.

SECTION 6. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations. Please go to elections.dentoncounty.com for the latest early voting locations.

SECTION 7. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
P.O. Box 1720
Denton, TX 76202

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 23, 2019.

SECTION 8. The election shall be conducted pursuant to the election laws of the State of Texas and in accordance with the Constitution of the State of Texas.

SECTION 9. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 10. The contract for a joint election and election services between the Town of Northlake and Denton County which is incorporated herein for all purposes is hereby approved. The Town Administrator is hereby authorized to execute the contract for a joint election and election services with Denton County as the authorized representative of the Town. In the event of a conflict between this Resolution and the contract, the contract shall control.

SECTION 11. The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 12. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 13. This resolution shall be effective immediately upon adoption.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS, ON THIS THE 24TH DAY OF JANUARY 2019**

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE

RESOLUTION NO. 19-2

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

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 24th DAY OF JANUARY 2019

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit 'A'
Town of Northlake
Surplus Inventory

Asset List			
Item	Category	Manufacturer	Model
Pardner Pump H&R 1871 - NW524478	Weapon / Capital	New England Firearms	Pardner Pump H&R 1871
Pardner Pump H&R 1871 - NX505053	Weapon / Capital	New England Firearms	Pardner Pump H&R 1871
Norinco 98 - 0027455	Weapon / Capital	Norinco	98

Remington Wingmaster 870 - T602061V	Weapon /
Capital	Remington Wingmaster 870

Winchester 1300 Defender - L3453999	Weapon /
Capital	Winchester 1300 Defender

Winchester 1300 Defender - L3453993	Weapon /
Capital	Winchester 1300 Defender

(2) Metal Desks 5 drawer with Woodgrain top

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Interlocal Cooperative Agreement with Northlake Municipal Management District No. 1 and Belmont Fresh Water Supply District No. 1 for Brick Paver Maintenance, and Optional Removal and Repaving

In order to enhance the visual appeal and serve as traffic calming, Hillwood has proposed using brick pavers at locations in Harvest and Pecan Square, specifically at the intersections of Cleveland-Gibbs Road and Harvest Way at Old Justin Road, and around the square in Pecan Square. While staff does not disagree with the developer's rationale, brick pavers can create ongoing maintenance issues. The respective districts of Harvest (Belmont Fresh Water Supply District No. 1) and Pecan Square (Northlake Municipal Management District No. 1) have agreed to maintain the brick pavers throughout the life of the districts. Prior to the dissolution of the districts, the Town may request the removal of the pavers and repaving of the affected roadway. The two interlocal cooperative agreements on the agenda memorialize these conditions.

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS AND BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY

THIS AGREEMENT, hereinafter “the Agreement”, is made and entered into by and between the Town of Northlake, Texas, a municipal corporation, hereinafter “the Town,” and Belmont Fresh Water Supply District No. 1 of Denton County, a political subdivision of the State of Texas operating under the provisions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution, and Chapters 49 and 53, Texas Water Code, as amended, hereinafter “District”. The Town and the District are sometimes hereinafter referred to individually as “a Party” and collectively as “the Parties”.

WHEREAS, the property within the District is being developed as a master planned community known as “Harvest,” and the District was created for the purposes of providing water and sanitary sewer facilities and roads and improvements in aid thereof to serve the land within and outside its boundaries; and

WHEREAS, Old Justin Road, hereinafter “the Road”, traverses the District, and is currently part of the Denton County road system; and

WHEREAS, the District is contracting with Denton County, hereinafter the “County”, whereby the District will provide general maintenance, as well as design and construction associated with widening and improvement to the Road pursuant to the plans and specifications described in Exhibit “A”, hereinafter “Plans and Specifications”; and

WHEREAS, the District is located within the extraterritorial jurisdiction of the Town, and the Town is authorized to annex the land within and dissolve the District as provided in Chapter 43, Local Government Code; and

WHEREAS, upon the annexation of the land within and dissolution of the District, the Town will likely assume maintenance responsibility for that portion of the Road currently traversing the District; and

WHEREAS, the Town has expressed concern that use of brick pavers as currently prescribed by the Plans and Specifications may create long-term maintenance obligations for the Town upon the annexation of the land within and dissolution of the District; and

WHEREAS, in order to induce the Town to issue its final approval of the Plans and Specifications prescribing brick pavers, the District has agreed that upon notice from the Town as provided in Article VI of this Agreement, the District will remove the brick pavers and replace them with a concrete pavement option, as acceptable by the Town of Northlake, as determined by the District, hereinafter the “Project”; and

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, hereinafter “the Act”, provides authorization for a local government to contract with one or more local governments to perform governmental function and services under the terms of the Act, and the Town and the District mutually desire to be subject to the provisions of the Act.

NOW, THEREFORE, the District and the Town, for the mutual consideration stated herein, agree and understand as follows:

WITNESSETH:

I.

The term of this Agreement shall begin on January 24, 2019, and expire on the date of the Town’s final written acceptance of construction of the Project.

II.

Pursuant to Section 791.011 of the Act, the Parties hereto agree that the purpose of this Agreement is to ensure that certain governmental functions and services in the area of streets, roads, and drainage are performed. The Parties further agree that each of them is authorized to perform the functions and services individually.

III.

The Town and the District hereby agree that the scope of the Project shall include the removal of brick pavers and replacement of same with a concrete pavement option, as acceptable by the Town of Northlake, as determined by the District.

IV.

The Town and the District agree that the Project will promote public safety and serve a public purpose for the benefit of the citizens of the Town and the District.

V.

The District agrees to construct the Project at no cost to the Town, and in accordance with the Plans and Specifications approved by the Town.

VI.

The District agrees to proceed with design of the Project within 30 days from the date of receipt of written notice from the Town that it intends to initiate proceedings for the annexation of the land within the District, hereinafter “the Annexation Proceedings”. Such written notice shall be issued in accordance with Chapter 43 of the Texas Local Government Code and in accordance with the applicable provisions governing annexation of land within the District as provided in the Third Amended and Restated Development Agreement, dated September 27, 2012, as amended. Construction of the Project shall be completed prior to dissolution of the District.

VII.

The District agrees that the Town will not be held liable for any personal or real property damages occurring from acts of District or its agents under this Agreement.

VIII.

The District represents that it will secure at its own expense all personnel required to perform the services covered by this Agreement, and the District agrees and understands that the District, its employees, servants, agents, or representatives shall at no time represent themselves to be employees, servants, agents, or representatives of the Town for any purpose whatsoever.

IX.

The District agrees to accept full responsibility for the acts, negligence, or omissions of all District employees, agents, contractors, subcontractors, or contract laborers doing work under a contract or agreement with the District.

X.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the Town nor District waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XI.

The validity of this Agreement and of 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 performable in Denton County, Texas.

XII.

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 fullest extent possible.

XIII.

The undersigned officer or agents of the Parties hereto are the properly authorized officials who have the necessary authority to execute this Agreement on behalf of the Parties, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XIV.

This Agreement represents the entire agreement between the Town and District regarding the subject matter hereof, and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of the Town and District, or those authorized to sign on behalf of those governing bodies.

XV.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, hereinafter “the Effective Date”.

XVI.

Any notice to be given hereunder by a Party to any other Party shall be in writing and may be affected by delivery in person or by facsimile, or by sending said notice by certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given by mail when deposited with the United States Postal Service with sufficient postage affixed.

For District: Belmont Fresh Water Supply District No. 1 of Denton County
Attn: President
c/o Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201

For Town: Town of Northlake
Attn: Town Administrator
1500 Commons Circle, Suite 300
Northlake, Texas 76226-1598

Copy To: Town of Northlake
Attn: Ms. Ashley Dierker
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Executed in triplicate originals this _____ day of _____, 2019.

TOWN OF NORTHLAKE, TEXAS

By: _____
Name: Peter Dewing
Title: Mayor

ATTEST:

Shirley Rogers, Town Secretary

Approved as to Form:

Ashley Dierker, Town Attorney

Executed in triplicate originals this _____ day of _____, 2018.

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

By: _____
President, Board of Supervisors

ATTEST:

By: _____
Secretary, Board of Supervisors

Exhibit “A”

PLANS AND SPECIFICATIONS FOR CONSTRUCTION
OF WATER, PAVING & DRAINAGE FACILITIES
FOR OLD JUSTIN ROAD

Dated: September, 2018

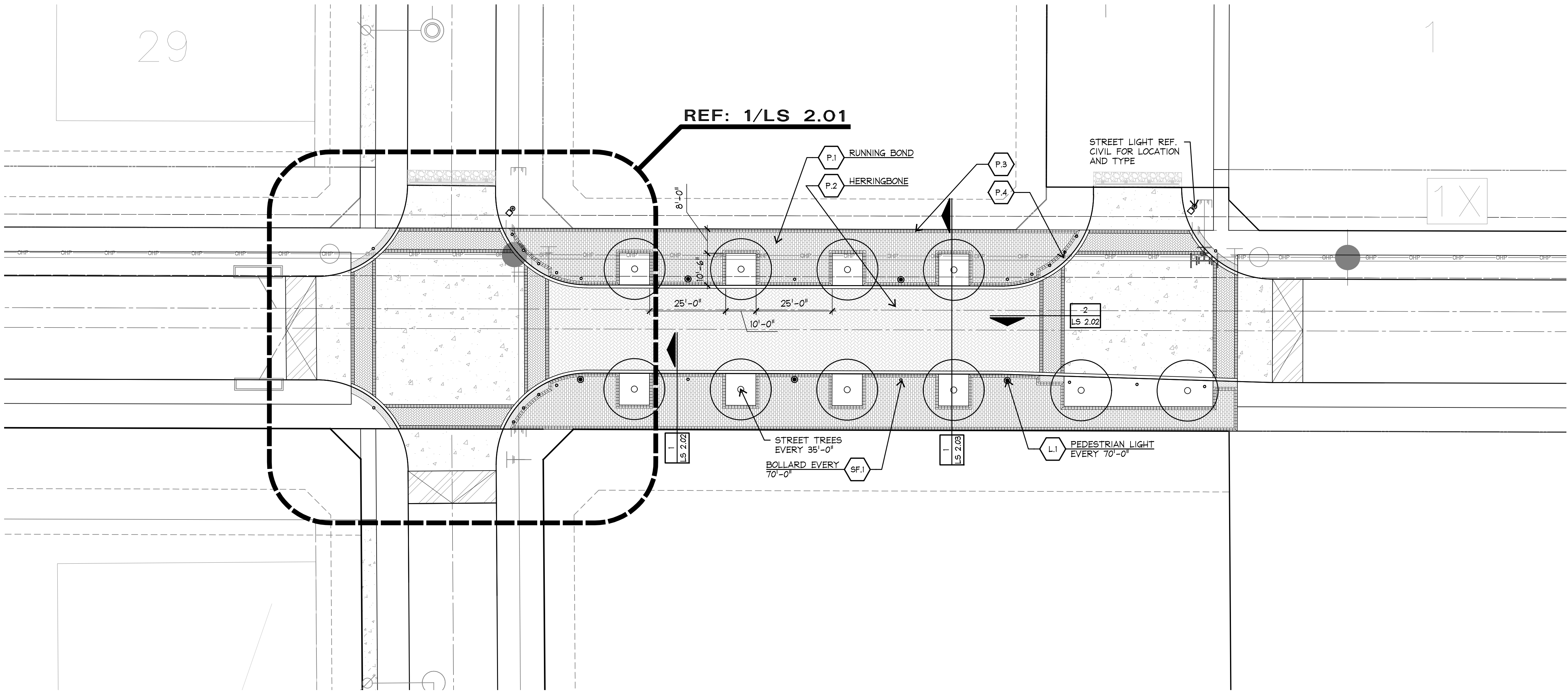
Prepared by: JONES/CARTER and bearing
JC JOB No. 0160-0032-00

As approved by The Town of Northlake, Texas

Exhibit “B”

DESCRIPTION OF PROJECT

Z:\Tog\Harvest\Phase 4 (FW18300)\03a_SDI\Work\FW18300-site - DJR.dwg



MATERIALS SCHEDULE					
LIGHTING					
KEY	DESCRIPTION /MODEL NUMBER	COLOR	FINISH	CONTACT	REMARKS
L.1	1740LED CHATEAU SMALL PEDESTRIAN LIGHT, POST TOP, POST 12' HT X 4" RSA12A400	MATCH EXISTING	NATURAL	CONTACT: MARK TOUSSAINT COMPANY: HOSSLEY LIGHTING PHONE: (817)-939-3071	
PAVERS					
KEY	DESCRIPTION /MODEL NUMBER	COLOR	FINISH	CONTACT	REMARKS
P.1	PAVESTONE CONCRETE PAVER HOLLAND PARKWAY 4' X 8', 8 CM # 6CM	BLEND A TAN - 20% SCHLEGEL TAN - 20% BUFF - 40% BELLOW'S BROWN - 20%	NATURAL	CONTACT: JOEY GUEDEA COMPANY: PAVESTONE PHONE: (817)-481-5802	
P.2	PAVESTONE CONCRETE PAVER HOLLAND PARKWAY 4' X 8', 8 CM	BLEND B TAN - 20% SCHLEGEL TAN - 20% BUFF - 40% PENTER - 20%	NATURAL	CONTACT: JOEY GUEDEA COMPANY: PAVESTONE PHONE: (817)-481-5802	
P.3	PAVESTONE CONCRETE PAVER CITYSTONE 6' X 6', 8 CM	BELLOW'S BROWN	NATURAL	CONTACT: JOEY GUEDEA COMPANY: PAVESTONE PHONE: (817)-481-5802	(2) 6X6 PAVERS, STACKED, TO EQUAL 12" BAND
P.4	PAVESTONE CONCRETE PAVER HOLLAND PARKWAY 4' X 8', 6 CM TRUNCATED DOME	BELLOW'S BROWN	NATURAL	CONTACT: JOEY GUEDEA COMPANY: PAVESTONE PHONE: (817)-481-5802	
SITE FURNISHINGS					
KEY	DESCRIPTION /MODEL NUMBER	COLOR	FINISH	CONTACT	REMARKS
SF.1	SIMPLE BOLLARD BY TOURNESOL SITEWORKS B-1320-40-3003G	GALVANIZED	NATURAL	COMPANY: TOURNESOL SITEWORKS PHONE: 800-542-2282	DIRECT BURY



Landscape Architects • Planners
1306 May Street, Suite 200
Fort Worth, Texas 76104
(817) 870-9848
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:
HARVEST
PHASE 4

OLD JUSTIN ROAD

NORTHLAKE, TEXAS
Project Number:
FW 18300

Designed: EG, KW
Drawn: KW
Reviewed: JD

Date Issued:
NOVEMBER 5, 2018

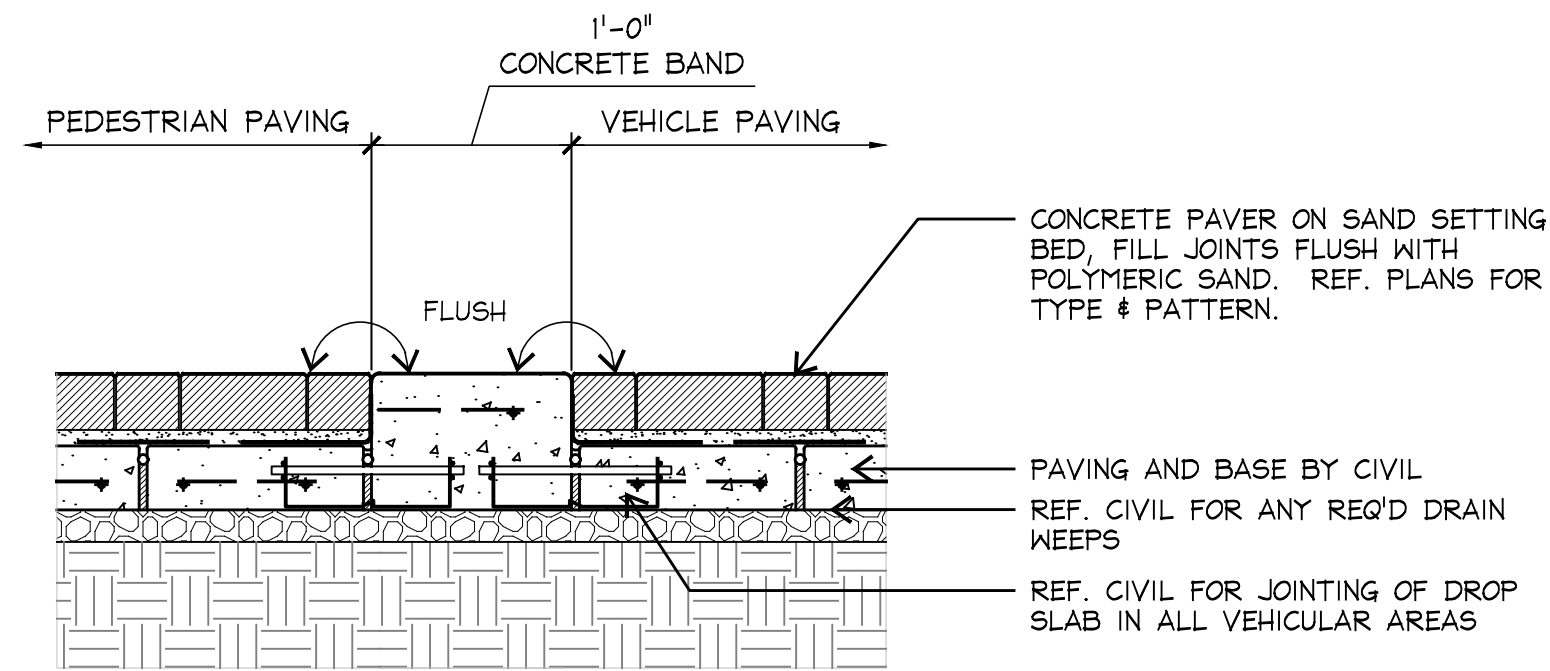
Revisions:

Sheet Title:
OLD JUSTIN
ROAD PLAN

Sheet Number:
LS 1.01

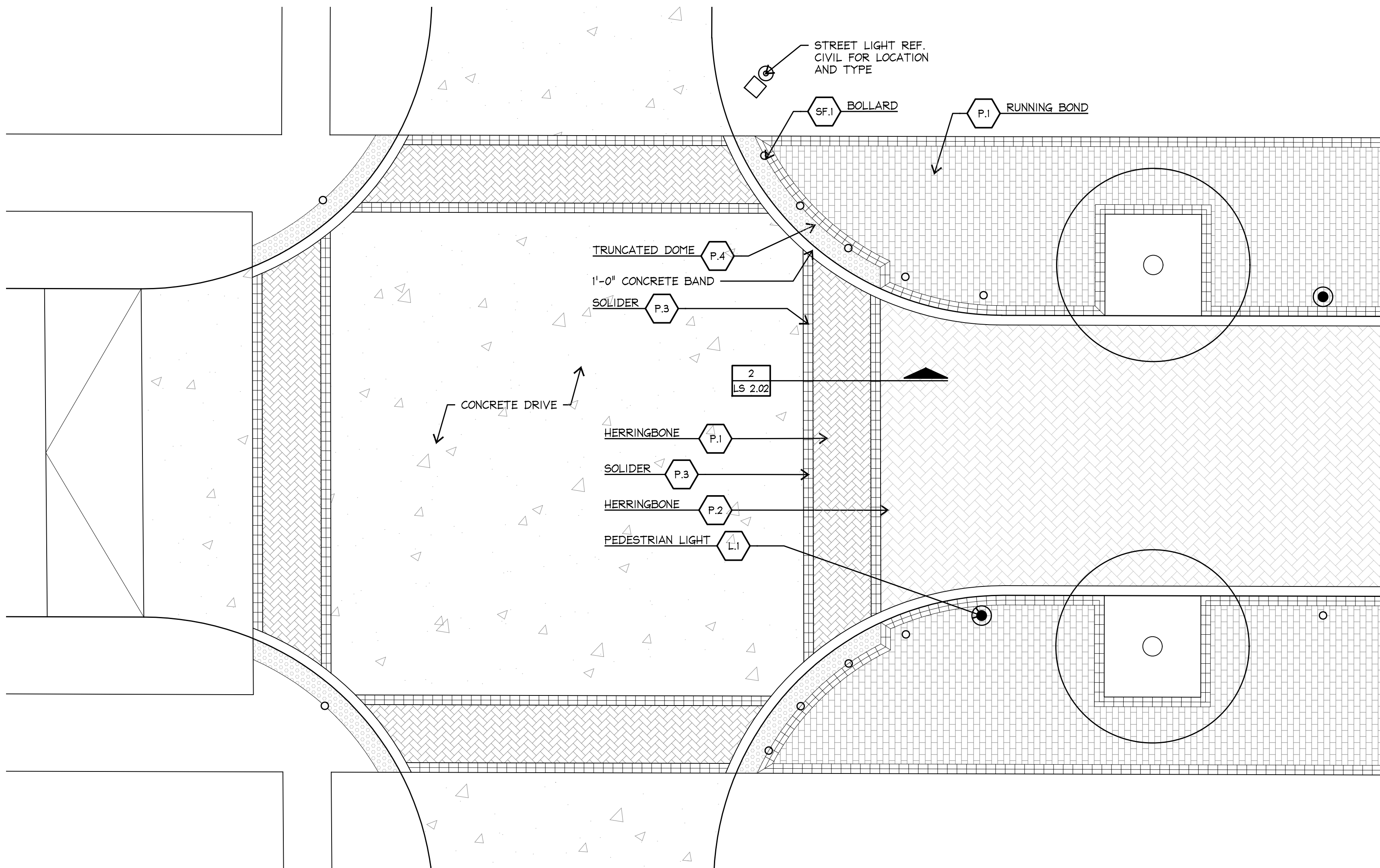
PAVER DROP SLAB DIMENSION:
FOR 80MM # 4" PAVER THICKNESS DROP SLAB $d=4-1/2"$
FOR 3" PAVER THICKNESS DROP SLAB $d=4"$
FOR 60MM#1 PAVER THICKNESS DROP SLAB $d=3-1/2"$

DROP SLAB AREAS TO BE NO GREATER THAN 400SF WITHOUT
EXPANSION JOINTS OR AS SHOWN ON PLANS.



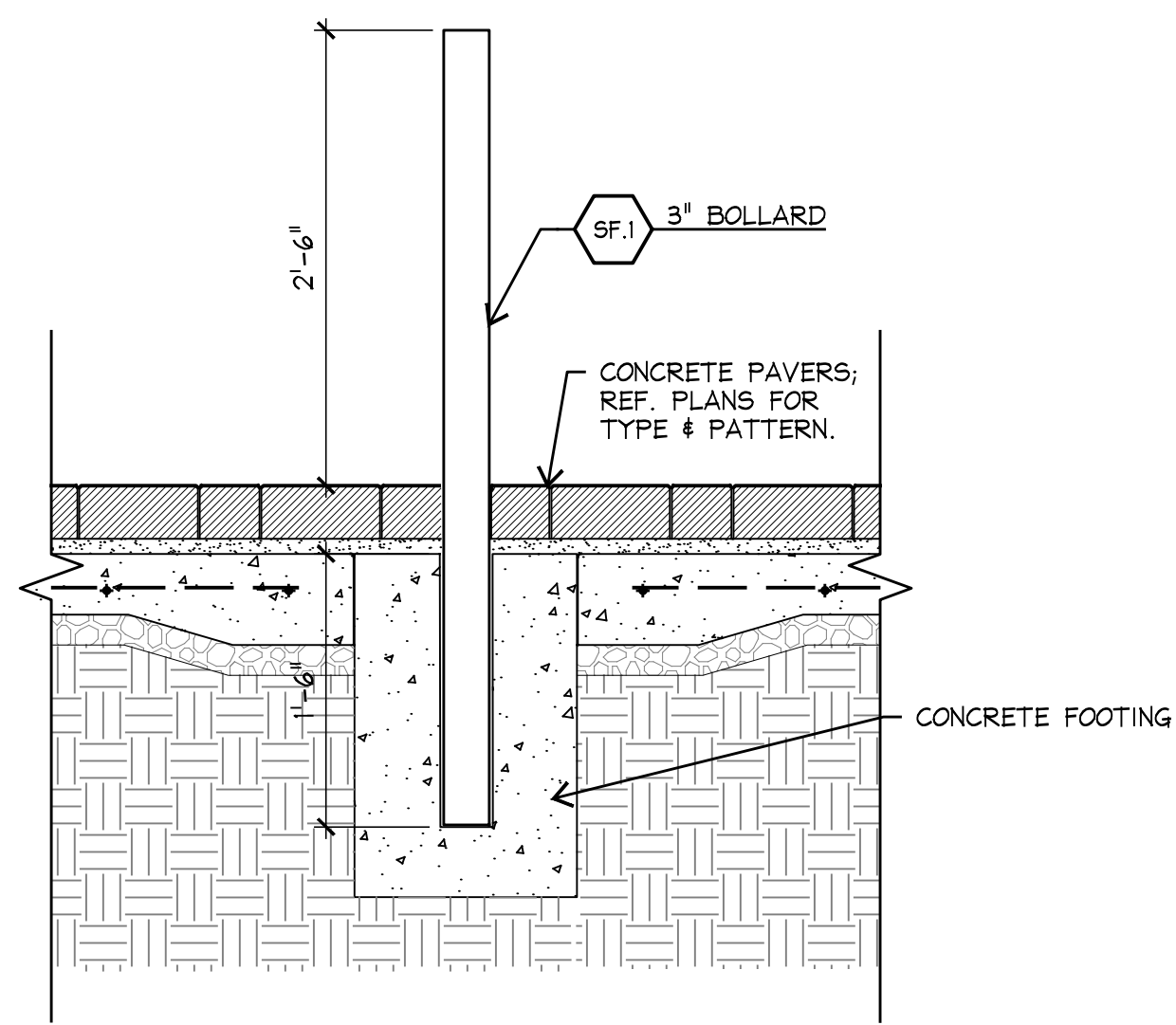
2 PAVES DETAIL

SCALE: 1"=1'-0"



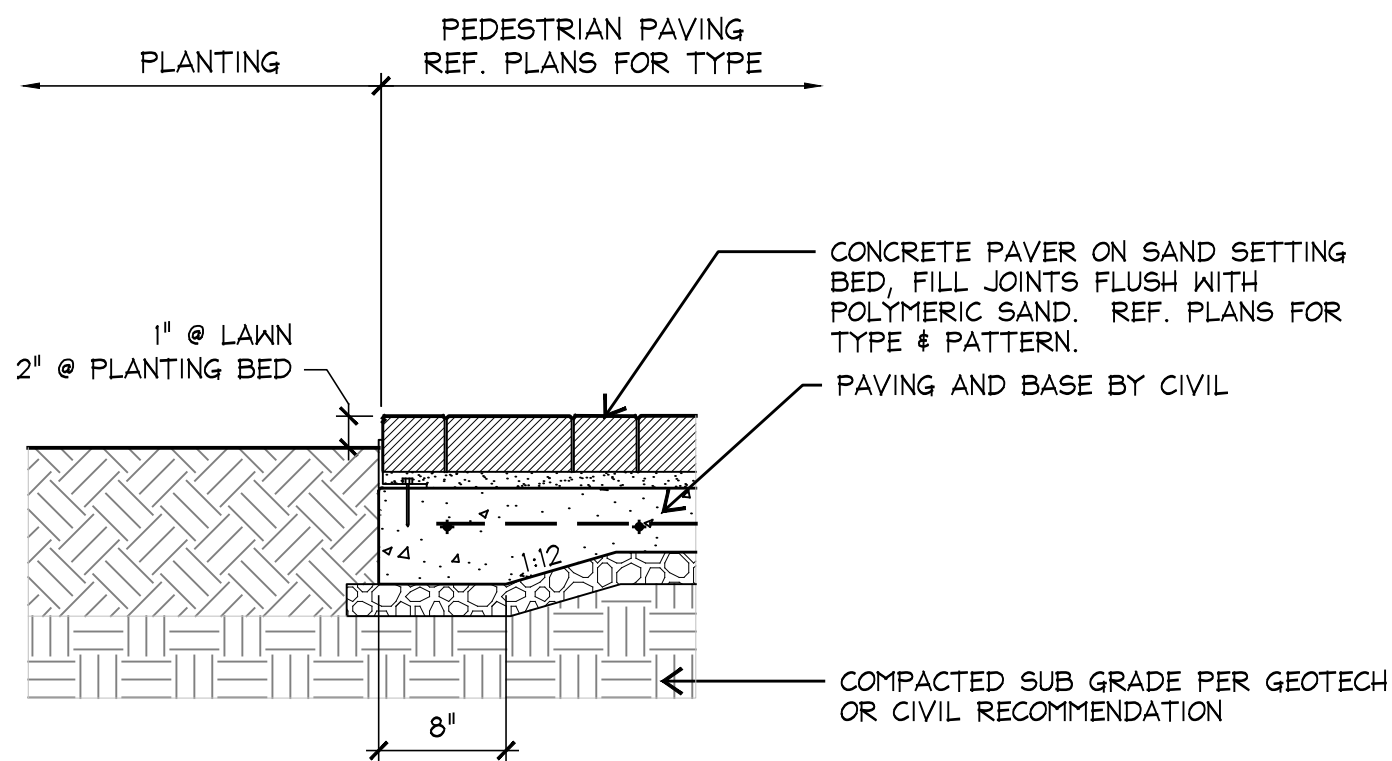
1 TYP. INTERSECTION ENLARGEMENT

SCALE: 1/8"=1'-0"



4 BOLLARD DETAIL

SCALE: 1"=1'-0"



3 PAVES DETAIL AT PLANTING

SCALE: 1"=1'-0"

HARVEST PHASE 4

NORTHLAKE, TEXAS

Project Number:
FW 18300

Date Issued:
NOVEMBER 5, 2018

LS 2.02





Landscape Architects • Planners
1306 May Street, Suite 200
Fort Worth, Texas 76104
(817) 870-9848
Austin • Dallas • Fort Lauderdale
Fort Worth • Houston • San Antonio

Project:
**HARVEST
PHASE 4**

OLD JUSTIN ROAD

NORTHLAKE, TEXAS
Project Number:
FW 18300

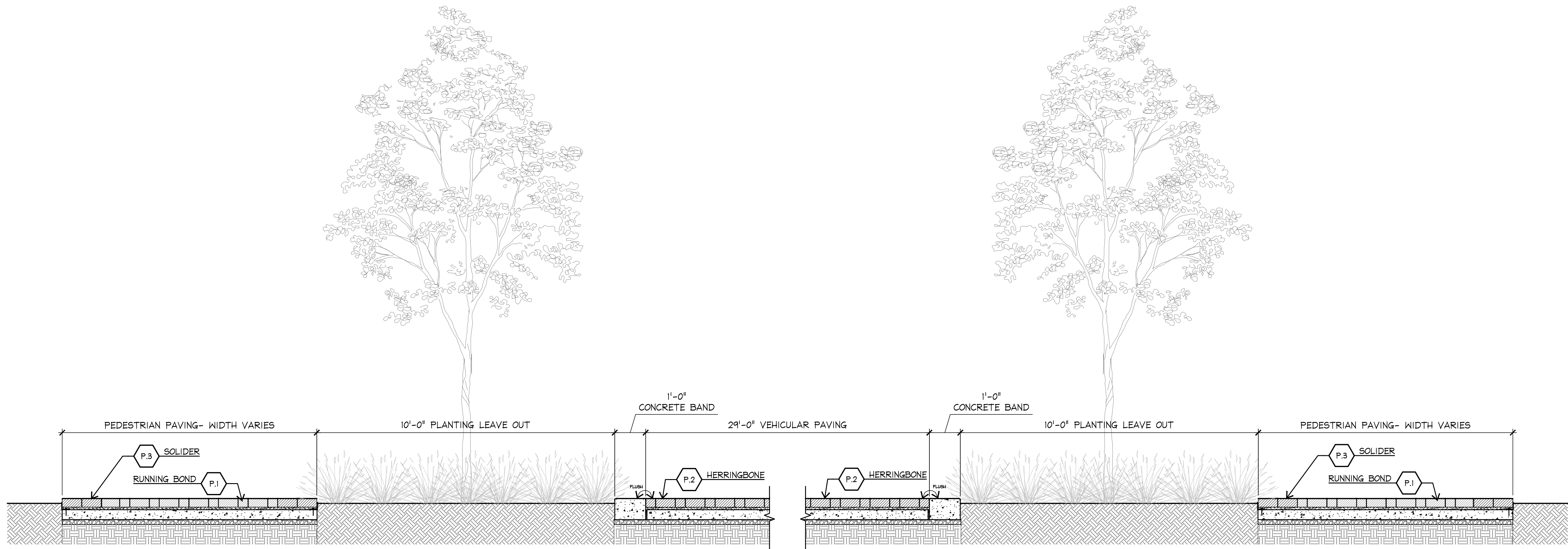
Designed: EG, KW
Drawn: KW
Reviewed: JD

Date Issued:
NOVEMBER 5, 2018

Revisions:

Sheet Title:
**PAVER PLAN
& DETAILS**

Sheet Number:
LS 2.03



1 SITE SECTION

SECTION

SCALE: 1/2"=1'-0"

**INTERLOCAL AGREEMENT BY AND BETWEEN
THE TOWN OF NORTHLAKE, TEXAS AND
NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1**

STATE OF TEXAS §
 §
COUNTY OF DENTON §

THIS INTERLOCAL AGREEMENT (this “Agreement”) is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, effective as of the ____ day of January, 2019 (the “Effective Date”) by and between the Town of Northlake, Texas, a general law municipality situated in Denton County, acting by and through its governing body, the Town Council of the Town of Northlake, Texas (the “Town”) and Northlake Municipal Management District No. 1 (the “District”), a conservation and reclamation district created pursuant to Article XVI, Section 59 and Article III, Section 52, Texas Constitution and operating pursuant to Chapter 375, Local Government Code, and Chapter 49, Water Code (each a “Party,” collectively, the “Parties”).

RECITALS

WHEREAS, the Town is a general law municipality that provides a full range of governmental services to its citizens; and

WHEREAS, the District is a political subdivision that provides water, sanitary sewer, drainage, roads and other facilities and services within the boundaries of the District and such facilities are generally required to meet Town standards; and

WHEREAS, the Town agrees herein to allow the District to install brick pavers, including a concrete apron and underlying base, as depicted in the attached Exhibit “A” to serve the residents of the District (the “Pavers”) instead of concrete as required by Town standards so long as the District maintains the Pavers; and

WHEREAS, the Parties have determined that the District will maintain the Pavers in a good and workmanlike condition, with reasonable wear and tear to be expected; and

WHEREAS, the Parties have determined to enter into this Agreement setting forth the understanding of the Parties relative to the installation and maintenance of the Pavers; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THESE PREMISES and of the mutual promises, obligations, covenants and benefits herein contained the Parties contract and agree as follows:

1. The District agrees to install the Pavers, as described in the standard details attached hereto as Exhibit “A.”

2. The District agrees to replace, repair and provide any required maintenance for any Pavers that may hereafter be broken, damaged, or deteriorated beyond reasonable wear and tear at the District's sole cost.
3. The Parties agree that in the event that the Town decides to dissolve the District or the District otherwise is dissolved and upon written request by the Town and written notice of intent to dissolve, the District shall remove the Pavers and replace the Pavers with either stamped or standard concrete (with the consent of the Town), at the sole cost of the District.
4. In the event a Party subject to the terms of this Agreement shall be determined to be in material breach of the terms hereof, the exclusive remedies available hereunder shall be injunctive relief specifying the actions to be taken by or prohibited of the defaulting Party and the actions, if any, permitted to be taken by the non-defaulting Party to remedy the default. Such injunctive relief shall be directed solely to the default and shall not address or include any activity or actions not directly related to the default. A Party hereto shall not be deemed in breach of its obligations hereunder until the non-defaulting Party has given such Party written notice of such alleged breach and thirty (30) days in which to cure.
5. Unless otherwise provided in this Agreement, any notice to be given under this Agreement shall be given in writing and may be given either by depositing the notice in the United States mail postpaid, registered or certified mail, with return receipt requested; delivering the notice to an officer of such Party; or sending the notice by facsimile, when appropriate. Notice deposited by mail in the foregoing manner shall be effective three (3) days after the day on which it is deposited. Notice given in any other manner shall be effective only when received by the Party to be notified. For the purposes of notice, the addresses of the Parties shall be as follows:

If to the Town, to:

Mayor
c/o Town Administrator
Town of Northlake
1500 Commons Circle
Suite 300
Northlake, Texas 76226

If to the District, to:

Northlake Municipal Management District No. 1
c/o Coats Rose, P.C.
14755 Preston Road, Ste. 600
Dallas, Texas 75254

The Parties shall have the right from time to time to change their respective addresses by giving at least fifteen (15) days' written notice of such change to the other Parties.

6. The failure of any Party to insist upon performance of any provision of this Agreement shall not be construed as a waiver of the future performance of such provision by the other Parties.
7. All rights, powers, privileges and authority of the Parties hereto not restricted or affected by the express terms and provisions hereof are reserved by the Parties and, from time to time, may be exercised and enforced by the Parties.
8. This Agreement embodies the entire understanding between the Parties regarding the subject matter of this Agreement and there are no representations, warranties or agreements between the Parties covering the subject matter of this Agreement.
9. This Agreement and the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Agreement.
10. If any provision of this Agreement or the application thereof to any person or circumstances is ever judicially declared invalid, such provision shall be deemed severed from this Agreement and the remaining portions of this Agreement shall remain in effect.
11. This Agreement may only be amended by mutual written consent evidenced by (i) a resolution or ordinance of the Town and (ii) a resolution of the District. No officer or official is authorized or empowered to vary or waive the terms of this Agreement absent such amendment.
12. This Agreement shall bind and inure to the benefit of the Parties hereto and their permitted successors and assigns.
13. This Agreement shall be construed under and in accordance with the laws of the State of Texas and all obligations of the Parties are expressly deemed performable in Denton County, Texas.
14. Any action at law or in equity brought to enforce or interpret any provision of this Agreement shall be brought in a state court of competent jurisdiction within the venue in Denton County, Texas.

[SIGNATURE PAGE(S) FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this ____ day of _____, 2019.

“DISTRICT”
NORTHLAKE MUNICIPAL MANAGEMENT
DISTRICT NO. 1

By: _____
President, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement in multiple copies, each of equal dignity.

Accepted and executed on this ____ day of _____, 2019

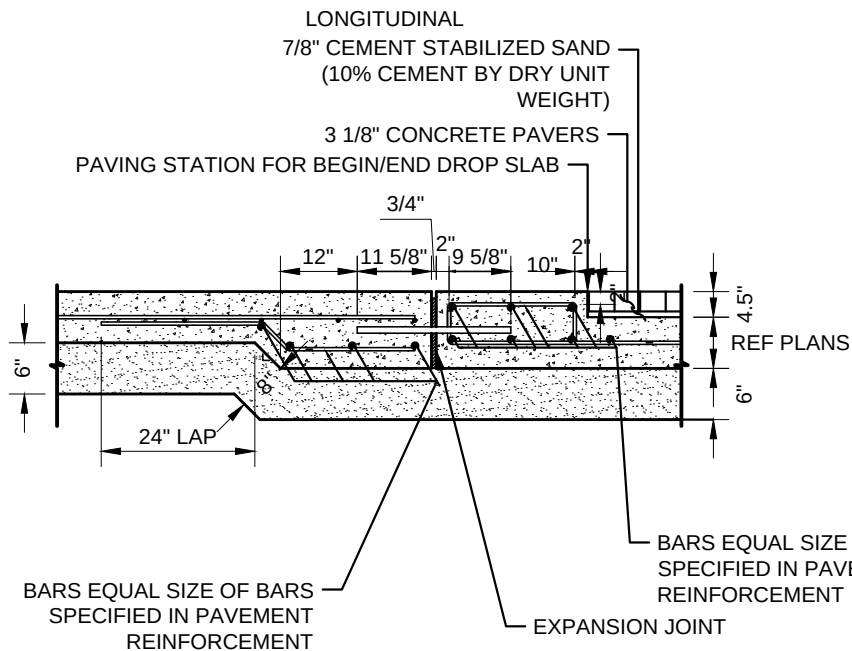
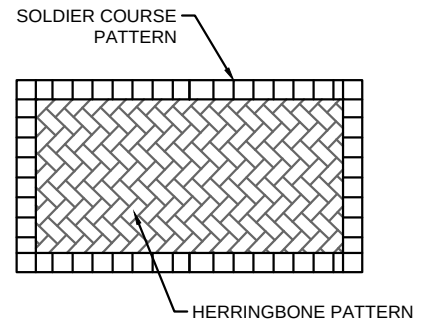
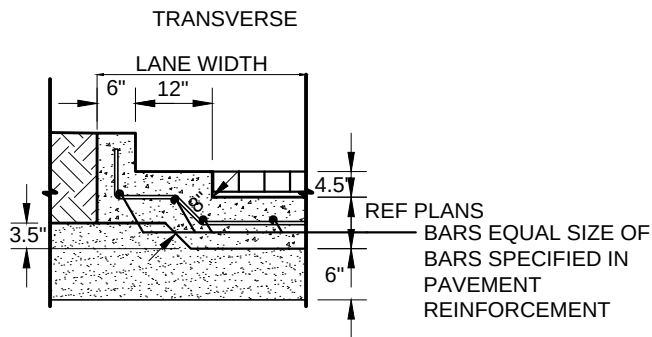
“TOWN”
TOWN OF NORTHLAKE, TEXAS

By: _____
Peter Dewing, Mayor
Town of Northlake, Texas

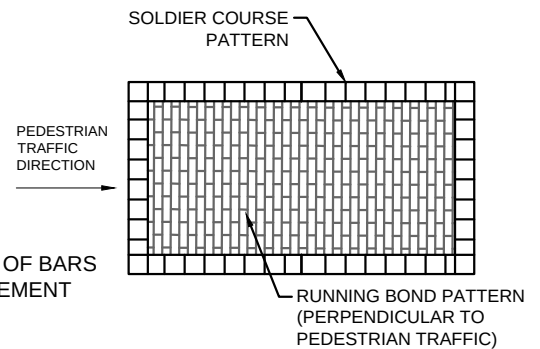
ATTEST:

Shirley Rogers, Town Secretary
Town of Northlake, Texas

EXHIBIT “A”



TYPICAL VEHICULAR PAVER DETAIL



TYPICAL CROSSWALK PAVER DETAIL

Kimley»Horn

13455 Noel Road, Two Galleria Office
Tower, Suite 700, Dallas, Texas 75240 FIRM # 10115500 Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
NTS	CEL	PEM	01/10/2019	063226901	1

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: February 14, 2013
Re: Trinity River Authority Continuing Disclosure Agreement

On June 14, 2001, Town Council adopted Resolution 156 executing a contract with Trinity River Authority – Denton Creek Regional Wastewater Treatment System, which superseded a 1997 subordinate contract through the City of Fort Worth. As part of the 2001 contract, Northlake was provided wastewater treatment services and representation on the DCRWTS Advisory Board and, in return, Northlake was to submit a “buy-in” payment and support the indebtedness of the DCRWTS.

Since 2001, Northlake has been an advisory board member and continues to receive wastewater treatment services. The “buy-in” payment was ultimately paid off in 2018 after it was discovered that the original payment was never made in 2001. Also, as part of the 2001 contract, Northlake also entered into a Continuing Disclosure Agreement (CDA). Northlake proportionally supports the DCRTWS debt service with the other entities in the system. In the CDA, Northlake agrees to provide financial information to the Municipal Securities Rulemaking Board (MSRB) to comply with US Securities and Exchange Commission (SEC) Rule 15c2-12.

Due to revisions made over time and especially recent revisions, Trinity River Authority (TRA) has updated the CDA for each customer. Attached for your review is the 2019 CDA for Northlake with an executive summary from the TRA Chief Financial Officer, Alison Mackey. Also attached for your consideration is a resolution authorizing the Town to execute the CDA. As stated, the Town has continuously supplied required financial information to MSRB through the TRA since 2001. The revisions could reduce the amount of information by focusing on issues relevant to the Town’s wastewater operating expenses.

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

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A
CONTINUING DISCLOSURE AGREEMENT

THE STATE OF TEXAS :
TOWN OF NORTHLAKE :

WHEREAS, the Town of Northlake, Texas (the "Town") and the Trinity River Authority of Texas (the "Issuer") have heretofore entered into, and may in the future enter into, contracts relating to the provision of facilities and/or services by the Issuer for the benefit of the Town; and

WHEREAS, in connection with the financing of the facilities and/or services provided by the Issuer for the benefit of the Town, the Issuer has, and/or will, from time to time authorize, issue and deliver bonds (the "Bonds") of the Issuer supported by payments to be made by the Town pursuant to such contracts; and

WHEREAS, the United States Securities and Exchange Commission has adopted Rule 15c2-12, as amended from time to time (the "Rule"); and

WHEREAS, the Rule provides that a broker, dealer or municipal securities dealer of Bonds issued after the effective dates set forth in the Rule, may not purchase or sell Bonds in connection with an offering thereof unless, prior to the purchase or sale thereof, "obligated persons", or entities acting on behalf of "obligated persons", have undertaken to provide certain updated financial information and operating data annually, and timely notice of specified material events, to certain information vendors; and

WHEREAS, the Issuer and the Town heretofore entered into a Continuing Disclosure Agreement, as amended, in conformance with the Rule (the "Original CDA"); and

WHEREAS, in order to reflect the Rule, as recently amended, and provide adequate flexibility to accommodate any subsequent amendments to the Rule, it is deemed appropriate and necessary to enter into a new Continuing Disclosure Agreement (the "CDA"), which supersedes the Original CDA; and

WHEREAS, it is the intent of both the Issuer and the Town that any and all obligations and/or duties of the respective party under the Original CDA with respect to any heretofore issued series of Bonds shall continue to be observed as carried forward into the CDA; and

WHEREAS, in order to comply with the Rule and facilitate the future issuance of Bonds, the Town and the Issuer have agreed that it is deemed appropriate and necessary to enter into the CDA hereinafter authorized to be executed and delivered.

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

Section 1. That the recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

Section 2. That the Mayor or the Mayor Pro Tem of the Town Council or the Town Administrator of the Town is hereby authorized and directed to execute and deliver, and the Town Secretary of the Town is authorized and directed to attest, the CDA substantially in the form and substance attached hereto.

Section 3. That the Mayor or the Mayor Pro Tem of the Town Council or the Town Administrator of the Town is hereby authorized and directed to execute and deliver, and the Town Secretary of the Town is authorized and directed to attest, any amendment or supplement to the CDA hereinafter required or appropriate in response to further amendment of the Rule in order to maintain compliance with the requirements of the Rule.

Section 4. That the CDA, and any amendment or supplement thereof, shall become effective and enforceable in accordance with its terms immediately upon execution and delivery thereof for all intents and purposes.

Section 5. That each of the officers and members of the Town Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting at which this Resolution was introduced, and that said Resolution would be introduced and considered for passage at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose, and that said meeting was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551.

PASSED AND APPROVED this 24th day of January 2019.

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



January 8, 2019

To: Trinity River Authority Customer Entity

Re: Continuing Disclosure Rule 15c2-12

Dear Customer:

The Securities and Exchange Commission (SEC) Rule 15c2-12 of the Securities Exchange Act requires that municipal security issuers provide certain information to the Municipal Securities Rulemaking Board (MSRB) about their securities on an ongoing basis. To meet this requirement, the Authority has had Continuing Disclosure Agreements (CDA) as a part of each bond resolution, as well as with each customer entity, since the rule has been in effect. The Authority and the customer have responsibilities related to this SEC rule. As obligated persons on Authority bonds, the customer is the main credit source for repayment of the obligations on Authority bonds.

Required continuing disclosure consists of important information that reflects the financial health and operating condition of the customer entity as long as the customer is obligated for Authority revenue bonds. Because of revisions to the Rule 15c2-12 over the years but, especially the 2018 revisions, the Authority is in the process of updating CDA's with each customer. The updated agreements clarify the information to be provided by each customer, as it relates to only that customer. The rule and, therefore, these agreements include three items required to be provided to the MSRB by customer entities:

1. Certain annual financial and operating information and audited financial statements, if/when available;
2. Timely notice of the occurrence of certain events including the two events added by recent Rule 15c2-12 amendment:
 - a) Incurrence of a *financial obligation* (considered *debt*, *debt-like*, or *debt-related*), of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and
 - b) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a *financial obligation* of the obligated person, any of which reflect financial difficulties; and
3. Timely notice of the failure of an issuer or customer entity to provide required annual financial information on or before the date specified in the continuing disclosure agreement

Importantly, the first of the new events (2.a above) includes a requirement of materiality. The SEC included the requirement of materiality because “it provides a framework for issuers and obligated persons to assess their disclosure obligations in the context of the *specific facts and circumstances*. TRA believes each customer entity is in a better position than TRA to determine whether the city’s incurrence of a financial obligation is material and each determination should be based on whether the information would be important to the total mix of information made available to your investors. Therefore, we have clarified the type of information that would be required to be filed with respect to these new events to “only those events which relate to or impact the credit of the Authority’s Bonds.” For example, the Authority’s Bonds are secured by payments by the city under the contract between the Authority and the city; such payments constitute an operating expense of the city’s water and sewer system. Therefore, notice of events which impact the city’s water and sewer system may require a filing to be made if the city concludes that it is material under the Rule. Events affecting the city’s general obligation or tax-supported debt obligations would not require a filing to be made because they do not relate to or impact the credit of the Authority’s Bonds.

All disclosures related to Authority revenue bonds must be linked to Authority CUSIPs. The Authority will provide these CUSIP numbers to the customer entity each fiscal year.

Attached is the revised CDA and a suggested form of resolution for your council to approve this CDA. Please review the material with your bond counsel and financial advisor. Because of the time sensitive nature of the amendments to the SEC Rule, we would ask that this CDA be placed on your council’s agenda for approval by March 15, 2019. Please mail the executed agreement and resolution to me at the address on the previous page. Also, email a copy of the documents to me at mackeya@trinityra.org if possible.

Please do not hesitate to call me at (817) 493-5118 or email me if you have questions or concerns.

Respectfully,

Alison A. Mackey
Chief Financial Officer
Trinity River Authority of Texas

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (the "Agreement"), dated as of ____, 2019 is executed and delivered by the Trinity River Authority of Texas (the "Authority") and the City of [], Texas (the "City") in connection with the issuance, from time to time, of the Authority's bonds ("Bonds") with respect to which the City is an "obligated person" (defined below). The information to be provided consists of: (i) certain annual financial and operating information and audited financial statements, if available; (ii) timely notices of the occurrence of certain events and (iii) timely notices of the failure of the Authority or City to provide required annual financial information on or before the date specified herein. Terms not defined herein have the meaning assigned in the Rule (defined below).

SECTION 1. Definitions.

As used in this Agreement, the following terms have the meanings ascribed to such terms below:

"*Financial Obligation*" has the meaning assigned in the Rule. For convenience, such definition means (a) a debt obligation; (b) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) a guarantee of (a) or (b) above. Pursuant to the Rule, the term Financial Obligation does not include municipal securities for which a final official statement has been provided to the MSRB consistent with the Rule.

"MSRB" means the Municipal Securities Rulemaking Board and any successor to its duties.

"*Obligated Person*" means any person, including an issuer of municipal securities, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the municipal securities to be sold (other than providers of municipal bond insurance, letters of credit, or other liquidity facilities). With respect to the Authority's Bonds, the City is an "obligated person."

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission and any successor to its duties.

SECTION 2. Annual Reporting; Obligations of City.

(a) *Information Specified in the Authority's Official Statements.* The City shall provide to the MSRB via its Electronic Municipal Market Access System ("EMMA"), on an annual basis, financial information and operating data pertaining to the City as specified and included in Appendix B of any final official statement relating to the Authority's Bonds. Such information shall be (i) filed with the MSRB within six months after the end of each of its fiscal years ending on or after 2019 and (ii) in an electronic format that is prescribed by the MSRB. The City may provide such information through an agent designated by the City, if the City has designated such agent, or through an agent designated by the Authority.

(b) *Annual Financial Statements.* The City shall provide to the MSRB its audited financial statements when and if available, and in any event, within twelve months after the end of each fiscal year ending in or after 2019. If the audit of the City's financial statements is not complete within twelve months after any such fiscal year end, then the City shall file unaudited financial statements within such twelve month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available. Any financial statements to be provided shall be (1) prepared in accordance with the accounting principles described in the notes to the financial

statements or such other accounting principles as the City may be required to employ from time to time pursuant to state law or regulation, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which it must be provided.

(c) If the City changes its fiscal year, it will notify the MSRB in writing of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(d) The financial information and operating data to be provided pursuant to this Section (i) shall be filed either directly by the City or through an authorized agent and (ii) may be set forth in full in one or more documents or may be incorporated by specific reference to any document or specific part thereof (including an official statement or other offering document, if it is available from the MSRB) that has been provided to the MSRB.

(e) The City shall provide, in a timely manner, notice of any failure by the City to provide annual financial statements and operating data in accordance with this Section to the MSRB and the Authority.

(f) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the City with all CUSIP numbers to Bonds for which the City is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

SECTION 3. Notice of Certain Events.

(a) The City shall notify the MSRB in an electronic format as prescribed by the MSRB, in a timely manner (but not in excess of ten Business Days after the occurrence of the event) of any of the following events that relate to the City and with respect to the Authority's Bonds:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
- (7) Modifications to rights of security holders, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the securities, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the City;

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

(b) For the purposes of the event identified in (a)(12) above, the event is considered to occur when any of the following occur: The appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(c) All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB and shall be linked to all CUSIPs for all of the Authority's Bonds. The Authority agrees to provide the City with all CUSIP numbers to Bonds for which the City is an obligated person within ten business days after this Agreement has been executed by both parties and, in the case of future Bond issues, within ten days of closing on such Bonds.

(d) For purposes of this Section, and particularly with the events described in (a)(15) and (a)(16), the City shall make filings for only those events which relate to or impact the credit of the Authority's Bonds. For example, the Authority's Bonds are secured by payments by the City under the contract between the Authority and the City; such payments constitute an operating expense of the City's water and sewer system. Therefore, notice of events which impact the City's water and sewer system may require a filing to be made if the City concludes that it is material under the Rule. Events affecting the City's general obligation or tax-supported debt obligations would not require a filing to be made because they do not relate to or impact the credit of the Authority's Bonds. The Authority will defer to the City to make its own determination of materiality with respect to the events listed above.

(e) The City will also notify the Authority at the time of the filing of any event disclosures filed with the MSRB.

SECTION 4. Limitations, Disclaimers, and Amendments.

The Authority shall ensure each of its bond resolutions contains an agreement requiring the Authority to comply with the Rule. The Authority and the City shall be obligated to observe and perform the covenants specified in this Agreement for so long as, but only for so long as, the City remains an "obligated person" with respect to Bonds within the meaning of the Rule, except that the Authority in any event will give notice to the City of any deposit made that causes Bonds no longer to be outstanding.

The provisions of this Agreement are for the sole benefit of (and may be enforced by) the bondholders and beneficial owners of Bonds and the parties to this Agreement, and nothing in this Agreement, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Authority and the City undertake to provide only the financial information, operating data, financial statements, and notices which each has expressly agreed to provide pursuant to this Agreement and do not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Authority's or the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Agreement or otherwise, except as expressly provided herein. Neither the Authority nor the City make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE AUTHORITY OR THE CITY, BE LIABLE TO THE BONDHOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE AUTHORITY OR THE CITY, RESPECTIVELY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS AGREEMENT, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the Authority or the City in observing or performing their respective obligations under this Agreement shall comprise a breach of or default under any resolution of the Authority authorizing the issuance of Bonds, or any contract relating thereto, for purposes of any other provision of this Agreement. Nothing in this Agreement is intended or shall act to disclaim, waive, or otherwise limit the duties of the Authority or the City under federal and state securities laws.

With the consent of the other party, the provisions of this Agreement may be amended by the Authority or the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Authority or the City, but only if (1) the provisions of this Agreement, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the bondholders or beneficial owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Agreement that authorizes such an amendment) of outstanding Bonds consent to such amendment or (b) an entity that is unaffiliated with the Authority or the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the bondholders and beneficial owners of Bonds and is permitted by the terms of the Agreement. If the Authority or the City so amend the provisions of this Agreement in connection with the financial or operating data which it is required to disclose under Section 2 hereof, the City shall provide a notice of such amendment to be filed together with an explanation, in narrative form, of the reason for the amendment and the impact of any change in the type of financial information or operating data to be so provided. The Authority or the City may also amend or repeal the provisions of this continuing disclosure agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the

Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of Bonds.

SECTION 4. Miscellaneous.

(a) *Representations.* Each of the parties hereto represents and warrants to each other party that it has (i) duly authorized the execution and delivery of this Agreement by the officers of such party whose signatures appear on the execution pages hereto, (ii) that it has all requisite power and authority to execute, deliver and perform this Agreement under applicable law and any resolutions or other actions of such party now in effect, (iii) that the execution and delivery of this Agreement, and performance of the terms hereof, does not and will not violate any law, regulation, ruling, decision, order, indenture, decree, agreement or instrument by which such party is bound, and (iv) such party is not aware of any litigation or proceeding pending, or, to the best of such party's knowledge, threatened, contesting or questioning its existence, or its power and authority to enter into this Agreement, or its due authorization, execution and delivery of this Agreement, or otherwise contesting or questioning the issuance of Bonds.

(b) *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas and applicable federal law.

(c) *Severability.* If any provision hereof shall be held invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall survive and continue in full force and effect.

(d) *Counterparts.* This Agreement may be executed in one or more counterparts, each and all of which shall constitute one and the same instrument.

(e) *Supersedes Previous Agreements.* This Agreement supersedes and replaces all previous oral or written agreements, memoranda, correspondence or other communications between the parties hereto relating to the subject matter hereof.

IN WITNESS WHEREOF, the Authority and the City have each caused their duly authorized officers to execute this Agreement as of the day and year first above written.

TRINITY RIVER AUTHORITY OF TEXAS

President, Board of Directors

ATTEST:

Secretary, Board of Directors

CITY OF [], TEXAS

By: _____

Title: _____

ATTEST:

By: _____

Title: _____



Regular Items

Agenda Item 6

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of UST Addition (FP-18-020)

Purpose: To consider approval of a Final Plat of Lot 1, Block A, UST Addition, a 22.32-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located in the extraterritorial jurisdiction (ETJ) of the Town of Northlake at the northeast corner of FM 407 and Kay Lane.

Owner/Applicant: US Trinity Holdings, LLC

Surveyor: Burks Land Surveying

Background: The applicant submitted a final plat application to combine two unplatted tracts into a single lot. Trinity Energy Services operates a business on the site which is currently served by a private water well and on-site sewage facility permitted through Denton County.

Staff Analysis: The applicant submitted an application for a final plat through the minor plat process outlined in the Unified Development Code (UDC). The minor plat process allows for staff approval of a final plat without a preliminary plat for subdivisions with no more than four lots and do not require the extension of any municipal facilities to serve a lot within the subdivision. Because the lot exceeds 2 acres and is already served by private water and sewer facilities, no extensions of such facilities were required. Staff reviewed and commented on the plat submittal, but the following comments were never addressed.

1. Dedicate 60 feet of right-of-way for FM 407 (measured from the centerline of FM 407).
2. Dedicate mutual access easement for Church of Christ and Town properties.

Among the criteria for approval of a minor plat is consistency with all requirements of the UDC that apply to the plat. Staff believes the above comments are required by the UDC as explained further below. The UDC does not allow staff to disapprove a minor plat, but it must be referred to Town Council for final consideration.

FM 407 runs along a small portion of the site frontage. FM 407 at this location is identified on our Master Thoroughfare Plan (MTP) as a Primary Arterial (P6D) thoroughfare requiring a minimum right-of-way width of 120 feet. Staff requested dedication of right-of-way to provide 60 feet from the centerline of FM 407 to conform to the MTP.

The lot has existing access to FM 407 via a driveway on the panhandle or flagpole portion of the flag shaped lot. This driveway is in between Kay Lane, a private road which provides access to the old Town Hall site as well as some properties to the north, and the western driveway to the North Texas Church of Christ. The three side-by-side driveways do not meet the minimum spacing requirements of the Town or TxDOT. Staff requested the applicant provide a mutual access easement to cover the existing driveway so that access from FM 407 could be combined to one shared driveway.

Staff has determined that the requested dedications are related both in nature and extent to the impact of the proposed development. The following excerpts from the UDC require the requested dedications:

Sec. 12.4 Approval Procedure

F. The Town Council shall approve a development application if it conforms to:

1. the rules and ordinances of the Town and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. the Comprehensive Plan, rules and ordinances for the extension of the Town and its roads, streets, and public highways within the Town and in its ETJ taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
3. any other rules adopted by this UDC to promote the health, safety, morals, or general welfare of the Town and the safe, orderly, and healthful development of the Town.

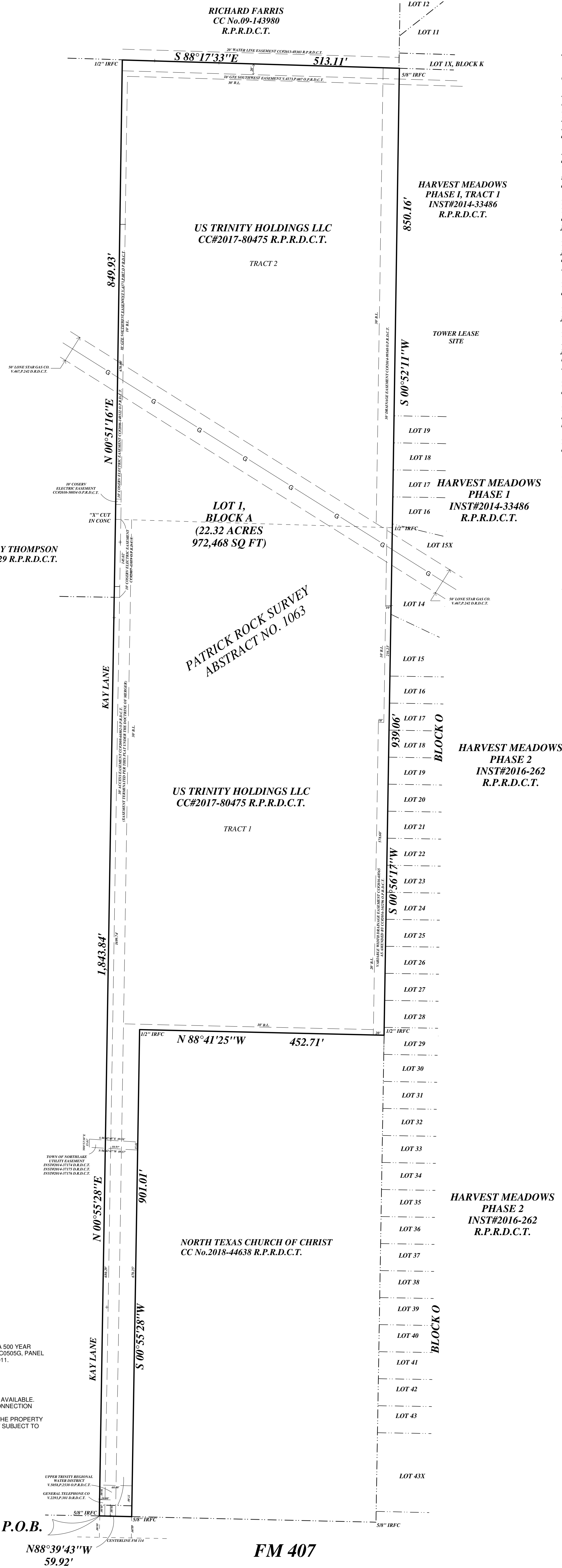
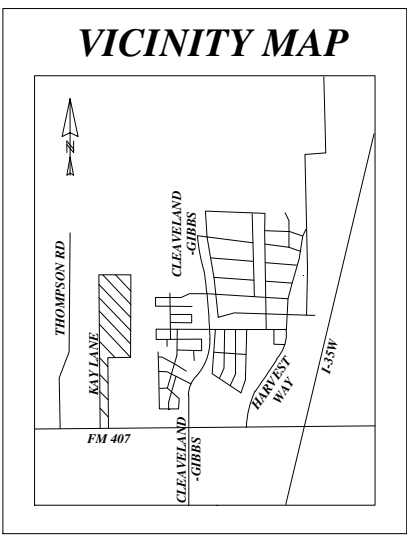
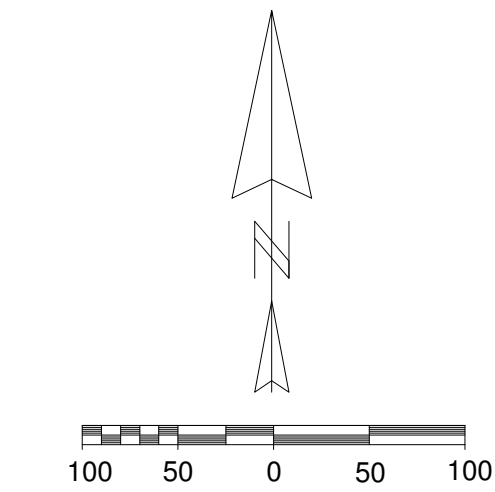
Sec. 9.1 General Design Standards

C. Provision for Future Subdivision. All subdivisions shall be so arranged as to allow logical further subdivision and opening of future streets and shall coordinate with adjoining existing and/or future subdivisions.

Sec. 10.6 Shared Access and Cross Lot Access Easements

Notwithstanding any other provisions of this UDC, unless otherwise approved by the Town, to reduce the number of curb cuts and access driveways, the dedication of joint-use, private access driveway easements and cross lot access easements shall be required for all commercial development.

Staff Findings: Staff finds the final plat as currently submitted does not meet all requirements for approval.



STATE OF TEXAS OWNERS ACKNOWLEDGEMENT

COUNTY OF DENTON

BEING that US Trinity Holdings, LLC is the owner of those certain tracts of land situated in the PATRICK ROCK SURVEY, Abstract Number 1063, Denton County, Texas, as described as TRACT 1 and TRACT 2 to US Trinity Holdings, LLC as recorded in County Clerk File No. 2017-80475 and being a part of a called 22.32 acres of land described in a deed from Bekay Exchange, LLC to Ronnie F. Hilliard and Shirley A. Hilliard as recorded in Document Number 2004-28513, Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a capped iron rod found stamped "AAS" for the Southwest corner of said 22.32 acre Tract, also being Southeast corner of a Tract of land described in a Deed to Paula K. Thompson as recorded in Volume 1709, Page 229, Real Property Records of Denton County, Texas, and now being known as the southwest corner of the east line of Kay Lane and in the North line of a Road under apparent use posted as F.M. Highway 407;

THENCE N 00° 55' 28" E with the west line of the herein described tract, and the East line of said Thompson Tract along or near the East line of a road under apparent public use posted as Kay's Road, passing at a distance of 1699.61 feet a capped iron rod stamped "AAS" and continuing for a total distance of 1843.84 feet to an "X" cut found;

THENCE N 00° 51' 16" E with the west line of said 22.32 acre tract a distance of 849.93 feet to a 1/2" iron rod found with a cap being the northwest corner of said 22.32 acre tract and in the south line of a called 177.50 acre tract of land described in a Deed to Richard Farris as recorded in CC#09-143980 R.P.R.D.C.T. Deed Records of Denton County, Texas;

THENCE S 88° 17' 33" E with the north line of said 22.32 acre tract and the south line of said 177.50 acre tract a distance of 513.11 feet to a 5/8" iron rod found for the northeast corner of the herein described tract;

THENCE S 00° 52' 11" W with the east line of said 22.32 acre tract a distance of 850.16 feet to a 1/2" iron rod found;

THENCE S 00° 56' 17" W with the East line of herein described Tract along or near a fence line, passing at 143.97 feet, an iron rod found for the Southwest corner of said Lot 2 and continuing for a total distance of 939.06 feet to an iron rod found for a corner of the herein described Tract, also being the Northeast corner of a tract of land described in a deed to North Texas Church of Christ as recorded in County Clerk File No. 2018-44638, Real Property Records of Denton County, Texas;

THENCE N 88° 41' 25" W with the North line thereof, a distance of 452.71 feet to a capped iron rod found for a corner of the herein described Tract, and the Northwest corner of said North Texas Church of Christ Tract;

THENCE S 00° 55' 28" W with the West line thereof a distance of 901.01 feet to a capped iron rod found for the Southwest corner thereof, and the most Southeast corner of the herein described tract, also being in the North line of said highway 407;

THENCE N 88° 39' 43" W with the North line thereof, a distance of 59.92 feet to the Place of Beginning and containing 972,468 square feet or 22.32 Acres of land.

And designated herein as Lot 1, Block A UST Addition, a subdivision to Denton County, Texas, and whose name is subscribed hereto, there are no dedications being made per this plat.

James C. Haltom
(President US Trinity Holdings, LLC)

Date

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, the undersigned authority, on this day personally appeared James C. Haltom known to me to be the person whose name is subscribed to the above and foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 2019

Notary Public

Commission expires: _____

STANDARD DENTON COUNTY NOTES:

1. THE LOT IS SERVICED BY PRIVATE WATER WELL.
2. SANITARY SEWER TO BE HANDLED BY EXISTING FACILITIES APPROVED BY THE DENTON COUNTY HEALTH DEPARTMENT.

APPROVAL BY THE TOWN COUNCIL:

Date: _____

Mayor, Town of Northlake

Town Secretary, Town of Northlake

FINAL PLAT
OF
LOT 1, BLOCK A
OF THE
UST ADDITION
BEING
22.32 ACRES
IN THE

PATRICK ROCK SURVEY, ABSTRACT NO. 1063
SITUATED IN
ETJ TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
1 COMMERCIAL LOT

PREPARED BY:
BURKS LAND SURVEYING

223 County Road 1260
Decatur, Texas 76234
817/228-5577
E-MAIL: blsurvey98@yahoo.com
JANUARY 2019

17037

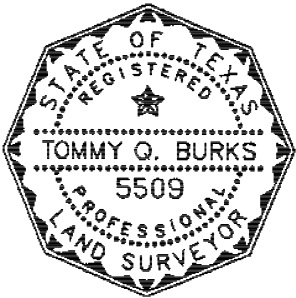
- NOTES:
1. BEARING ARE BASED ON THE GPS STATE PLANE COORDINATES
 2. THIS PROPERTY LIES IN ZONE X; DETERMINED TO BE OUTSIDE OF A 500 YEAR FLOOD PLAIN ACCORDING TO FLOOD INSURANCE RATE MAP 48121C0505G, PANEL S05 OF 750 DENTON COUNTY TEXAS. EFFECTIVE DATE: APRIL 18, 2011.
 3. GROSS AREA = 22.32 ACRES
ROW DEDICATION = 0.00 ACRES
NET AREA = 22.32 ACRES
 4. ALL PROPERTY CORNERS WILL BE 1/2" IRON RODS WITH CAPS UNLESS OTHERWISE NOTED
 5. RECORDING INFORMATION FOR THE FM 407 RIGHT-OF-WAY IS NOT AVAILABLE
 6. NO NEW INFRASTRUCTURE IMPROVEMENTS ARE PROPOSED IN CONNECTION WITH THIS FINAL PLAT.
 7. THERE ARE NO APPLICABLE MINIMUM BUILDING SETBACK LINES. THE PROPERTY IS LOCATED IN THE EXTRATERRITORIAL JURISDICTION AND IS NOT SUBJECT TO ZONING RESTRICTIONS

SURVEYORS CERTIFICATE

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

The word certify as used in various forms herein is understood to be an expression of Professional opinion by the surveyor based on his best knowledge, information, and belief.

Tommy Q. Burks
Registered Professional Land Surveyor No. 5509
Burks Land Surveying
Firm No. 10069700



OWNED BY:
US Trinity Holdings, LLC
James C. Haltom
200 Highland Circle
Argyle TX 76226
817/228-5577
jim@ustrinity.com

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of Right-of-way Dedication for Old Justin Road (FP-19-001)

Purpose: To consider approval of a Final Plat of Right-of-way Dedication for Old Justin Road, being a 4.892-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located within the extraterritorial jurisdiction of the Town of Northlake between Cleveland-Gibbs Road and approximately 440 feet east of Harvest Way.

Owner/Applicant: Belmont 407, LLC

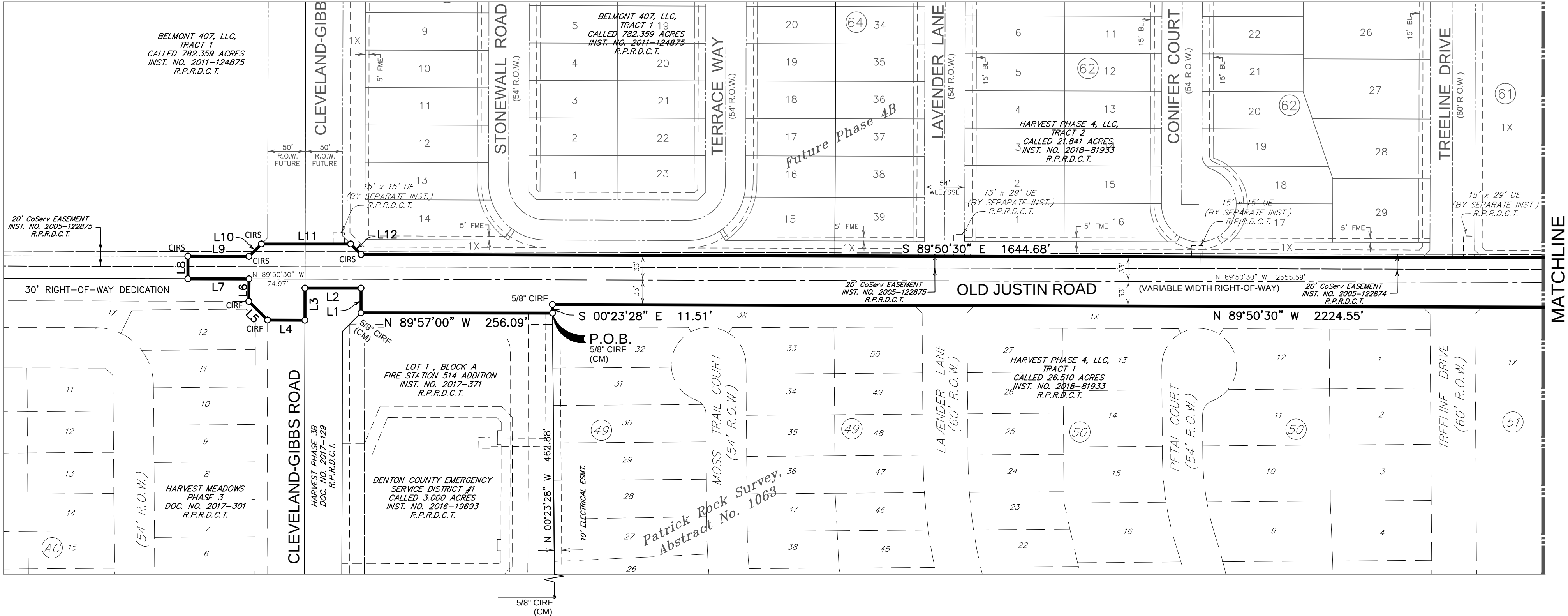
Engineer/Surveyor: Jones & Carter, Inc.

Background: This plat dedicates most of the ultimate right-of-way (ROW) for Old Justin Road improvements in accordance with the Harvest Development Agreement between Cleveland-Gibbs Road and Harvest Way. The ROW necessary for improvements to the north half of Old Justin Road at the Harvest Way intersection is not included because it is not owned and controlled by the developer. Small sections of ROW at the Cleveland-Gibbs Road and Harvest Way intersections were approved with previous Harvest plats. Old Justin Road was a County maintained road, but through a recent agreement Denton County has assigned maintenance responsibilities to the Belmont Freshwater Supply District No. 1 so that they can improve and maintain the road until annexation by the Town. The ROW dedication proposed on the plat is accordingly to the Belmont Freshwater Supply District No. 1.

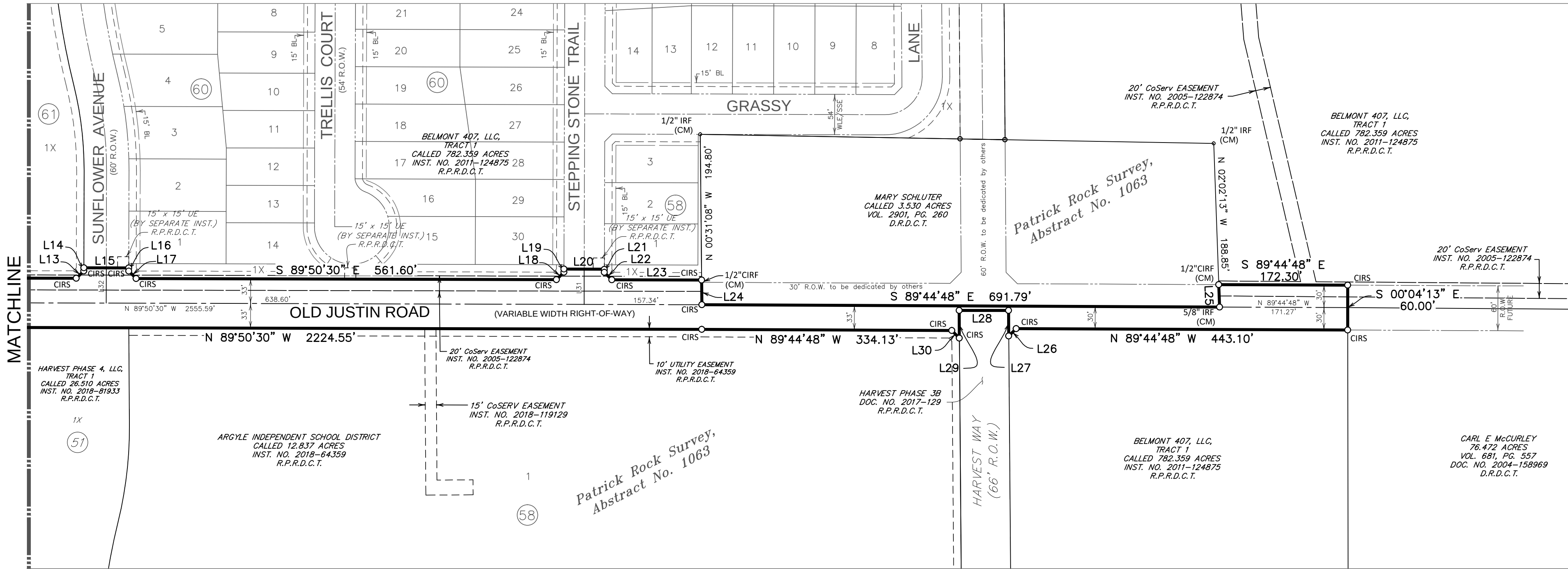
Staff Analysis: The applicant has provided a final plat application in accordance with the Town's subdivision regulations. The final plat contains only right-of-way dedication and no lots. Construction plans for Old Justin Road improvements to be constructed within the right-of-way to be dedicated on this plat have been reviewed and approved by Town staff.

Staff Findings: The final plat meets the requirements of the Town including the provisions of the Harvest development agreement. Staff finds the final plat meets all applicable Town requirements.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 00°03'00" E	33.00'
L2	N 89°57'00" W	74.97'
L3	S 00°06'36" W	42.82'
L4	N 89°53'24" W	50.00'
L5	N 44°51'57" W	35.37'
L6	N 00°09'30" E	30.00'
L7	N 89°50'30" W	81.65'
L8	N 00°09'30" E	30.00'
L9	S 89°50'30" E	81.60'
L10	N 45°08'03" E	23.54'
L11	N 90°00'00" E	119.37'
L12	S 44°51'57" E	19.78'
L13	N 45°09'30" E	14.14'
L14	N 00°09'30" E	4.08'
L15	S 89°50'30" E	60.00'
L16	S 00°09'30" W	4.08'
L17	S 44°50'30" E	14.14'
L18	N 45°09'30" E	14.14'
L19	N 00°09'30" E	4.15'
L20	S 89°50'30" E	54.00'
L21	S 00°09'30" W	4.15'
L22	S 44°50'30" E	14.14'
L23	S 89°50'30" E	119.95'
L24	S 00°31'08" E	33.00'
L25	N 02°02'13" W	30.02'
L26	S 44°54'20" W	14.06'
L27	N 00°26'33" W	34.16'
L28	N 89°57'00" W	66.00'
L29	S 00°26'33" E	36.92'
L30	N 45°05'40" W	14.23'
L31	S 00°09'30" W	47.00'
L32	S 00°09'30" W	47.08'



- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road, Cleveland-Gibbs Road or Harvest Way is Allowed.
 - No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
 - This property is in Zone X, Areas determined to be outside the 0.2% annual chance floodplain per FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas.



LEGEND	
POB	POINT OF BEGINNING
POC	POINT OF COMMENCING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" CAPPED IRON ROD WITH YELLOW CAP
	STAMPED "JONES CARTER" SET FOR CORNER
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
FME	5' FENCE MAINTENANCE EASEMENT



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

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

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC., is the owner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a 4.892 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of Tract 1, of a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found at the northeast corner of Lot 1, Block A of Fire Station 514 Addition, recorded in Instrument No. 2017-371, R.P.R.D.C.T.;

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

THENCE North 00 Degrees 03 Minutes 00 Seconds East, along the east right-of-way line of Cleveland-Gibbs Road of Harvest Phase 3B, recorded in Instrument No. 2017-129 R.P.R.D.C.T., across said 782.359 acre tract and Old Justin Road, a distance of 33.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the south line of said Old Justin;

THENCE departing the south line of said Old Justin Road, along the east and north lines of said Harvest Phase 3B, the following courses:

North 89 Degrees 57 Minutes 00 Seconds West, a distance of 74.97 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner in the Centerline of Cleveland-Gibbs Road;

South 00 Degrees 06 Minutes 36 Seconds West, a distance of 42.82 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner at the northeast corner of Harvest Meadows Phase 3, recorded in Instrument No. 2017-301 R.P.R.D.C.T.,

THENCE departing the Centerline of said Cleveland-Gibbs Road, along the north line of said Harvest Meadows Phase 3, the following courses:

North 89 Degrees 53 Minutes 24 Seconds West, a distance of 50.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner in the west line of said Cleveland-Gibbs Road;

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

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

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 81.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing the north line of said Harvest Meadows Phase 3, over and across said 782.359 acre tract, the following courses:

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

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 81.60 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 08 Minutes 03 Seconds East, a distance of 23.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 90 Degrees 00 Minutes 00 Seconds East, a distance of 119.37 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 51 Minutes 57 Seconds East, a distance of 19.78 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 1644.68 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 09 Minutes 30 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 4.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 30 Seconds West, a distance of 4.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 50 Minutes 30 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 561.60 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 09 Minutes 30 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 4.15 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 30 Seconds West, a distance of 4.15 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 50 Minutes 30 Seconds East, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 119.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the west line of a called 3.530 acre tract of land described in deed to Mary Schluter as recorded in Volume 2901, Page 260 of the Deed Records of Denton County, Texas (D.R.D.C.T.);

THENCE South 00 Degrees 31 Minutes 08 Seconds East, along the west line of said Schluter tract, passing at a distance of 3.00 feet a 1/2 inch capped iron rod found, and continuing for a total distance of 33.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 89 Degrees 44 Minutes 48 Seconds East, along the south line of said Schluter tract, a distance of 691.79 feet to a 5/8 inch iron rod found for the southeast corner of said Schluter tract;

THENCE North 02 Degrees 02 Minutes 13 Seconds West, along the east line of said Schluter tract, a distance of 30.02 feet to a 1/2 inch capped iron rod found for corner

THENCE South 89 Degrees 44 Minutes 48 Seconds East, departing the east line of said Schluter tract, across said 782.359 acre tract, a distance of 172.30 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 04 Minutes 13 Seconds East, across said 782.359 acre tract, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at a northeast corner of said 782.359 acre tract, and the northwest corner of a called 76.472 acre tract of land described in deed to Carl E. McCurley as recorded in Volume 681, Page 557 D.R.D.C.T.;

THENCE North 89 Degrees 44 Minutes 48 Seconds West, across said 782.359 acre tract, a distance of 443.10 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 44 Degrees 54 Minutes 20 Seconds West, across said 782.359 acre tract, a distance of 14.06 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the east line of Harvest Way a (66' right-of-way) of said Harvest Phase 3B;

THENCE along the right-of-way of said Harvest Way, the following courses:

North 00 Degrees 26 Minutes 33 Seconds West, a distance of 34.16 feet to point for corner;

North 89 Degrees 57 Minutes 00 Seconds West, a distance of 66.00 feet to point for corner;

South 00 Degrees 26 Minutes 33 Seconds East, a distance of 36.92 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing said Harvest Way, over and across said 782.359 the following courses:

North 45 Degrees 05 Minutes 40 Seconds West, a distance of 14.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 44 Minutes 48 Seconds West, a distance of 334.13 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 2224.55 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 11.51 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for the POINT OF BEGINNING and containing 213,075 square feet or 4.892 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

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

Belmont 407, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public, State of Texas

My Commission expires : _____

KNOW ALL MEN BY THESE PRESENTS:

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

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

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public in and for the State of Texas

FINAL PLAT
(RIGHT-OF-WAY DEDICATION)
OF
OLD JUSTIN ROAD

BEING 4.892 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

JANUARY 2019



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

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

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of Pecan Square Phase 1A (FP-18-003)

Purpose: To consider approval of a Final Plat of Pecan Square Phase 1A, a subdivision consisting of 197 residential lots and 21 open space lots on approximately 64.486 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Pecan Square Phase 1, LLC

Engineer/Surveyor: Kimley-Horn and Associates, Inc.

Background: A preliminary plat for the first phase of Pecan Square was approved by Town Council on May 10, 2018. It divided phase one into three sub-phases, Phases 1A, 1B & 1C. The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site. An amendment to the concept plan was approved by Town Council on October 11, 2018, to provide mixed use around the west side of the square for single-family attached (townhomes).

Staff Analysis: The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC). Accompanying construction plans for water, sewer, streets and storm drainage have been reviewed and approved by Town Staff. The final plat substantially conforms to the preliminary plat except for the following changes which meet all zoning standards and did not require substantial changes to the preliminary infrastructure plans: single-family attached (townhome) lots are provided around the square in compliance with the concept plan amendment; the square open space, amenity area is divided into 4 lots to reflect multiple owners (HOA, developer & district) instead of a single lot; and two open space lots are provided on each side of Pecan Parkway at FM 407.

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



1. All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
2. Gas well location requirements show a 150' minimum radius distance to a property line and a 300' minimum radius distance to a buildable portion of a lot.
3. The maintenance and repair of the retaining wall, if any, located on the rear of lots 5-19 of Block 1G, associated with the drainage channel adjacent to shall be maintained by the District. The retaining wall shall be structurally engineered, regardless of height. In the event that the condition of a portion of the retaining wall has deteriorated, the Town shall notify the District in writing to undertake such maintenance and repairs are necessary to cause such portion of the retaining wall to be returned to the standards as originally approved by the Town, and in the event of failure of the District to undertake the necessary maintenance and repairs within thirty (30) days after the giving of notice, then the Town may cause the necessary maintenance and repair to be performed and levy an assessment upon the District for the cost thereof. Should the District be dissolved, the responsibility for the maintenance and repair of the retaining wall shall be conveyed to the HOA.
4. All common Open Space Lots with the exception of Lots 5X, 8X, 9X and 10X, Block 1BB, to be owned and maintained by the Northlake Municipal Management District No. 1.
5. All dedicated public roads and utilities will be maintained by the Town of Northlake.
6. This plat does not alter or remove existing deed restrictions, if any, on this property.

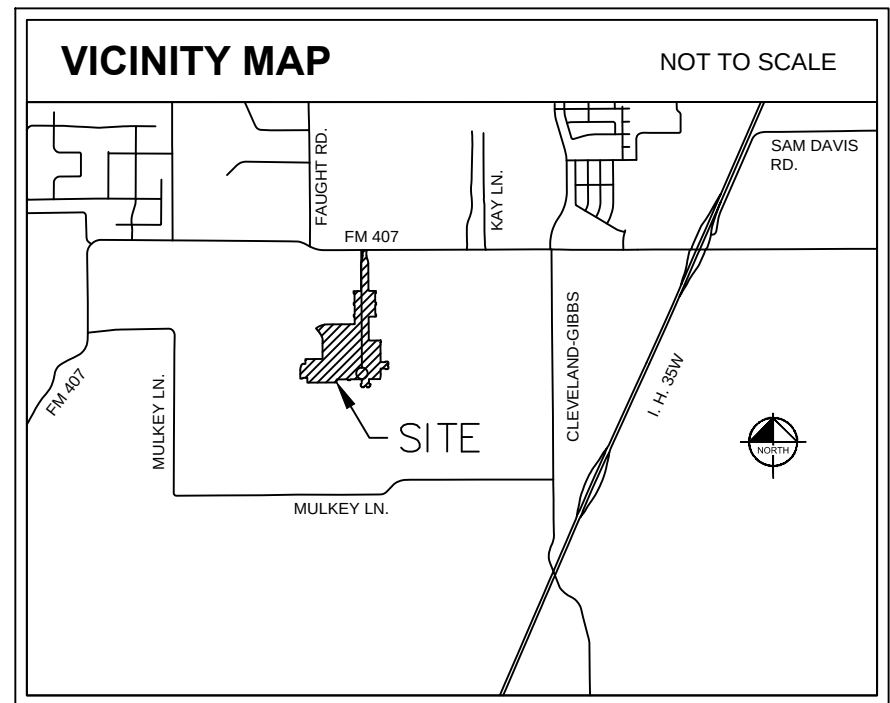
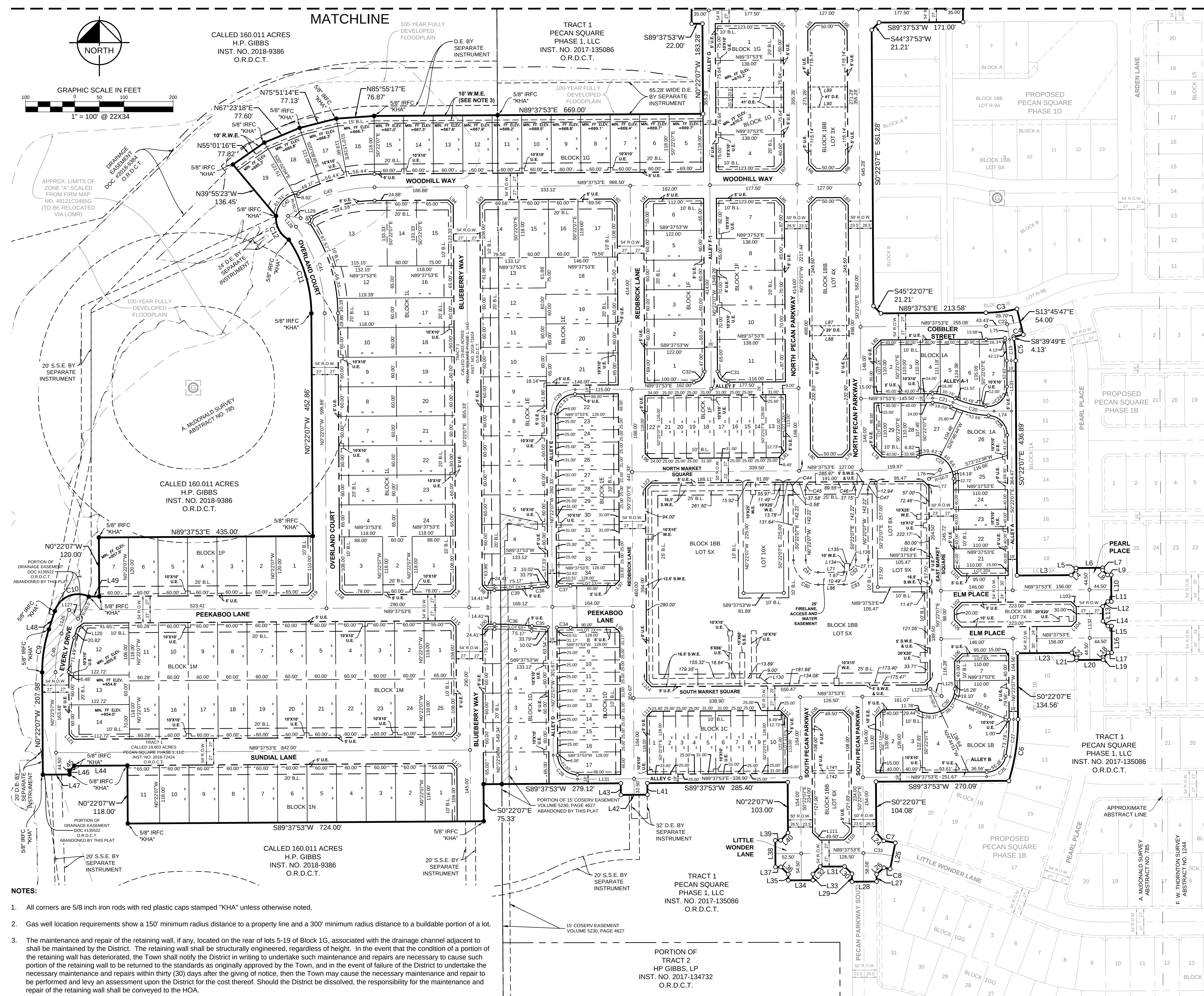


LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	S44°46'26"W	35.27	L39	N89°37'53"E	11.00'	L77	S45°22'07"E	14.14'	L115	S45°22'07"E	14.14'
L2	S00°22'07"W	108.24	L40	N44°37'53"E	21.21'	L78	S45°22'07"E	21.21'	L116	N44°37'53"E	14.14'
L3	N89°37'53"E	110.00'	L41	S00°22'07"E	23.50'	L79	S44°37'53"W	21.21'	L117	S45°22'07"E	14.14'
L4	N44°37'53"E	14.14'	L42	S89°37'53"W	54.00'	L80	N45°22'07"W	21.21'	L118	S45°22'07"E	14.14'
L5	N00°22'07"W	4.50'	L43	N00°22'07"W	23.50'	L81	S44°37'53"W	12.73'	L119	N44°37'53"E	14.14'
L6	N89°37'53"E	54.00'	L44	S89°37'53"W	108.00'	L82	N44°37'53"E	21.21'	L120	N53°48'55"E	16.22'
L7	S00°22'07"E	4.50'	L45	S44°37'53"W	14.14'	L83	S45°22'07"E	21.21'	L121	N45°22'07"W	14.14'
L8	S45°22'07"E	14.14'	L46	S00°22'07"E	7.50'	L84	S44°37'53"W	21.21'	L122	N44°37'53"E	14.14'
L9	N89°37'53"E	7.50'	L47	S89°37'53"W	54.00'	L85	S45°22'07"E	21.21'	L123	N44°37'53"E	14.14'
L10	S00°22'07"E	54.00'	L48	N17°59'58"E	38.97'	L86	N89°37'53"E	52.00'	L124	S45°22'07"E	14.14'
L11	S89°37'53"W	7.50'	L49	N89°37'53"E	21.21'	L87	N89°37'53"E	80.00'	L125	S57°15'26"E	27.46'
L12	S44°37'53"W	14.14'	L50	N45°22'07"W	21.21'	L88	N89°37'53"E	80.00'	L126	N17°59'58"E	50.30'
L13	S00°22'07"E	30.00'	L51	S44°37'53"W	21.21'	L89	N89°37'53"E	80.00'	L127	N45°46'35"W	25.64'
L14	S45°22'07"E	14.14'	L52	N45°22'07"W	21.21'	L90	N89°37'53"E	80.00'	L128	N36°21'31"W	27.08'
L15	N89°37'53"E	7.50'	L53	S44°37'53"W	21.21'	L91	N44°37'53"E	14.14'	L129	N80°27'29"W	25.87'
L16	S00°22'07"E	54.00'	L54	N45°22'07"W	21.21'	L92	S45°22'07"E	14.14'	L130	S52°05'37"E	18.57'
L17	S89°37'53"W	7.50'	L55	S44°37'53"W	21.21'	L93	N44°37'53"E	14.14'	L131	S89°37'53"W	115.00'
L18	S44°37'53"W	14.14'	L56	S44°37'53"W	21.21'	L94	N45°22'07"W	14.14'	L132	S00°22'07"E	98.00'
L19	S00°22'07"E	4.50'	L57	S45°22'07"E	21.21'	L95	N12°39'03"E	13.49'	L133	S00°22'07"E	102.43'
L20	S89°37'53"W	54.00'	L58	S44°37'53"W	21.21'	L96	S45°22'07"E	14.14'	L134	N00°00'00"E	17.87'
L21	N00°22'07"W	4.50'	L59	N45°22'07"W	21.21'	L97	N44°37'53"E	14.14'	L135	N90°00'00"E	10.00'
L22	N45°22'07"W	14.14'	L60	S44°37'53"W	21.21'	L98	N45°22'07"W	14.14'	L136	S00°00'00"E	14.96'
L23	S89°37'53"W	110.00'	L61	N45°22'07"W	21.21'	L99	N45°22'07"W	14.14'	L137	N89°37'53"E	80.00'
L24	S42°23'15"E	22.29'	L62	S44°37'53"W	21.21'	L100	S44°37'53"W	14.14'	L138	N89°37'53"E	80.00'
L25	S11°06'59"W	54.00'	L63	N45°22'07"W	21.21'	L101	N45°22'07"W	21.21'	L139	N89°37'53"E	80.00'
L26	S48°12'13"W	19.85'	L64	N45°22'07"W	21.21'	L102	S44°37'53"W	21.21'	L140	N89°37'53"E	80.00'
L27	S00°22'07"E	14.77'	L65	S44°37'53"W	21.21'	L103	S45°22'07"E	14.14'	L141	N89°37'53"E	79.50'
L28	S89°37'53"E	50.00'	L66	S45°22'07"E	21.21'	L104	S44°37'53"W	14.14'	L142	N89°37'53"E	79.50'
L29	N00°22'07"W	16.06'	L67	N44°37'53"E	21.21'	L105	S45°22'07"E	21.21'	L143	N45°13'34"W	35.44'
L30	N45°22'07"W	21.21'	L68	N45°22'07"W	21.21'	L106	S44°37'53"W	21.21'	L144	N00°22'07"E	108.70'
L31	S89°37'53"E	49.50'	L69	S44°37'53"W	21.21'	L107	S44°37'53"W	21.21'	L145	S00°22'07"E	134.07'
L32	S44°37'53"W	21.21'	L70	N89°37'53"E	75.00'	L108	N45°22'07"W	21.21'	L146	S89°54'59"W	50.00'
L33	S00°22'07"E	12.50'	L71	S89°37'53"W	52.00'	L109	S44°37'53"W	21.21'	L147	S89°37'53"W	75.00'
L34	S89°37'53"E	50.00'	L72	N89°37'53"E	80.00'	L110	S44°37'53"W	21.21'	L148	S00°22'07"E	132.87'
L35	N00°22'07"W	12.50'	L73	N89°37'53"E	80.00'	L111	N45°22'07"W	21.21'	L149	S89°55'00"W	50.00'
L36	N45°22'07"W	21.21'	L74	N89°37'53"E	35.54'	L112	N45°22'07"W	12.73'			
L37	S89°37'53"W	11.00'	L75	N08°39'49"W	31.01'	L113	N44°37'53"E	14.14'			
L38	N00°22'07"W	54.00'	L76	N51°35'03"E	29.21'	L114	N44°37'53"E	14.14'			

FINAL PLAT OF ECHAN SQUARE PHASE 1A

BEING 64.486 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
197 RESIDENTIAL LOTS
21 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

DWG NAME: K:\FRI SURVEY\063226900-GIBBS-YOUNG TRACT\DWG\PHASE 1\063226900-PECAN SQUARE PHASE 1A\FINAL PLAT.DWG PLOTTED BY: GUNAWAN, SYLVIANA 1/17/2019 10:53 AM LAST SAVED 1/17/2019 10:51 AM



Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

FLOOD STATEMENT According to Community Panel No. 48121C0485G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, a portion of this property is located within Zone "A", a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LEGEND	
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP
IRFC	IRON ROD W/ "KHA" CAP FOUND
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
G.E.	GAS EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT
LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE

FINAL PLAT
OF
**PECAN SQUARE
PHASE 1A**

BLOCK 1A LOTS 1X, 2-7, 20X, 21-29, 30X;
BLOCK 1B LOTS 1X, 2-7, 8X; BLOCK 1BB LOTS 1X THRU 13X;
BLOCK 1C LOTS 1-10, 11X; BLOCK 1D LOTS 1-5, 6X, 7X, 8-17;
BLOCK 1E LOTS 1X, 2X, 3-34; BLOCK 1F LOTS 1-11, 12X, 13-22;
BLOCK 1G LOTS 1-19; BLOCK 1H LOTS 1-3; BLOCK 1I LOTS 1-3;
BLOCK 1J LOTS 1-3; BLOCK 1K LOTS 1-3; BLOCK 1L LOTS 1-24;
BLOCK 1M LOTS 1-25; BLOCK 1N LOTS 1-11; BLOCK 1P LOTS 1-7;

BEING 64.486 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
197 RESIDENTIAL LOTS
21 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»»Horn

<u>Scale</u>	<u>Drawn by</u>	<u>Checked by</u>	<u>Date</u>	<u>Project No.</u>	<u>Sheet No.</u>
1" = 100'	JTC	KHA	JAN. 2019	063226900	2 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PECAN SQUARE PHASE 1, LLC is the owner of a tract of land situated in the A. McDonald Survey, Abstract No. 785, Town of Northlake, Denton County, Texas, and being all of a called 19.603 acre tract of land described in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2018-72424 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being a portion of a called 182.255 acre tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135805 (O.R.D.C.T.), and being all of a called 1.392 acre tract of land described in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2018-72424 (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of a tract of land described as Tract 2 in deed to HP Gibbs, LP, according to the document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), said iron being on the south line of F.M. 407, an 80' right-of-way, from which a 1/2 inch iron rod found bears North 09°15'43" West, 3.43 feet;

THENCE South 89°59'00" West, with the common line of said Tract 2 and F.M. 407, passing at a distance of 493.30 feet to the east line of the above mentioned Tract 1, continuing with the common north line of said Tract 1 and the south line of F.M. 407, for a total distance of 553.83 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

THENCE leaving said common line, over and across said Tract 1, the following seven (7) courses and distances:

South 0°22'07" East, a distance of 132.87 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 75.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 24°13'00", a radius of 236.00 feet, a chord bearing and distance of South 12°28'38" East, 99.01 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 99.75 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the right having a central angle of 24°13'00", a radius of 264.00 feet, a chord bearing and distance of South 12°28'38" East, 110.75 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 111.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 658.16 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, passing at a distance of 13.66 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found on the east line of the above mentioned Tract 1, said iron being the northwest corner of the above mentioned 1.392 acre tract, continuing with the north line of said 1.392 acre tract for a total distance of 171.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for the northeast corner of said 1.392 acre tract and a corner of this tract;

THENCE with the east line of said 1.392 acre tract, the following seven (7) courses and distances:

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, a distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 89°37'53" West, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" found for a corner of this tract;

South 00°22'07" East, passing at a distance of 83.67 feet a 5/8 inch iron rod with plastic cap stamped "KHA" found for a point on the east line of the above mentioned Tract 1, said iron being the southeast corner of the above mentioned 1.392 acre tract, continuing over and across said Tract 2 for a total distance of 236.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

THENCE continuing over and across said Tract 2, the following sixty-three (63) courses and distances:

North 89°37'53" East, a distance of 22.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 171.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 561.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 213.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 13°23'40", a radius of 273.00 feet, a chord bearing and distance of North 82°56'03" East, 63.68 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 63.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 13°45'47" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 03°31'21", a radius of 327.00 feet, a chord bearing and distance of South 77°59'53" West, 20.10 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 20.10 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 08°39'49" East, a distance of 4.13 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 08°17'41", a radius of 309.00 feet, a chord bearing and distance of South 04°30'58" East, 44.70 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 44.73 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 436.89 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 4.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 110.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 134.56 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 17°45'16", a radius of 409.00 feet, a chord bearing and distance of South 08°30'31" West, 126.23 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 126.74 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 270.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 104.08 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 42°23'15" East, a distance of 22.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the right having a central angle of 04°12'29", a radius of 327.00 feet, a chord bearing and distance of South 80°59'16" East, 24.01 feet;

In a southeasterly direction, with said curve to the right, an arc distance of 24.02 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 11°06'59" West, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 02°45'58", a radius of 273.00 feet, a chord bearing and distance of North 80°18'00" West, 13.18 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 13.18 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 48°12'13" West, a distance of 19.85 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 14.77 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 16.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

Now, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That **PECAN SQUARE PHASE 1, LLC** ("Owner") does hereby adopt this plat designating the hereinabove property as Block 1A Lots 1X, 2-7, 20X, 21-29, 30X, Block 1B Lots 1X, 2-7, 8X, Block 1BB Lots 1X thru 10X, Block 1C Lots 1-10, 11X, Block 1D Lots 1-5, 6X, 7X, 8-17, Block 1E Lots 1X, 2X, 3-34, Block 1F Lots 1-11, 12X, 13-22, Block 1G Lots 1-19, Block 1H Lots 1-3, Block 1I Lots 1-3, Block 1J Lots 1-3, Block 1K Lots 1-3, Block 1L Lots 1-24, Block 1M Lots 1-25, Block 1N Lots 1-11, and Block 1P Lots 1-7, **PECAN SQUARE, PHASE 1A**, an addition to the Town of Northlake, Denton County, Texas, and does hereby dedicate in fee simple to Northlake Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein or subordinated to this plat. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by the District to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular above described streets, alleys, easements an rights unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Owner but not otherwise. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake, Texas.

Witness, my hand this the _____ day of _____, 2019.

PECAN SQUARE PHASE 1, LLC,
a Texas limited liability company

By: _____
Name: _____
Title: _____

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2019, by _____ of **Pecan Square Phase 1, LLC**, a Texas limited liability company, on behalf of the limited liability company.

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

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

Sean Patton
Registered Professional Land Surveyor No. 5660
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779



STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2019.

Notary Public, State of Texas

DRILL WINDOW

R150'

R300'

RADIUS IS BUILDING LINE SETBACK

RADIUS IS PROPERTY LINE SETBACK

GAS WELL SETBACK DETAIL

N.T.S.

FINAL PLAT
OF
PECAN SQUARE
PHASE 1A

BLOCK 1A LOTS 1X, 2-7, 20X, 21-29, 30X;
BLOCK 1B LOTS 1X, 2-7, 8X; BLOCK 1BB LOTS 1X THRU 13X;
BLOCK 1C LOTS 1-10, 11X; BLOCK 1D LOTS 1-5, 6X, 7X, 8-17;
BLOCK 1E LOTS 1X, 2X, 3-34; BLOCK 1F LOTS 1-11, 12X, 13-22;
BLOCK 1G LOTS 1-19; BLOCK 1H LOTS 1-3; BLOCK 1I LOTS 1-3;
BLOCK 1J LOTS 1-3; BLOCK 1K LOTS 1-3; BLOCK 1L LOTS 1-24;
BLOCK 1M LOTS 1-25; BLOCK 1N LOTS 1-11; BLOCK 1P LOTS 1-7;

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197 RESIDENTIAL LOTS
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Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JTC	KHA	JAN. 2019	063226900	3 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

Copyright © 2019
Kimley-Horn and Associates, Inc.
All rights reserved

Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

DWG NAME: K:\FRII_SURVEY\063226900\GIBBS-YOUNG TRACT\DWG\PHASE 1A FINAL PLAT.DWG PLOTTED BY: GUNAWAN, SYLVANUA J1172013 10:55 AM LAST SAVED: J1172013 10:51 AM

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of Pecan Square Phase 1B (FP-18-004)

Purpose: To consider approval of a Final Plat of Pecan Square Phase 1B, a subdivision consisting of 250 residential lots and 6 open space lots on approximately 55.846 acres of land in the A. McDonald Survey, Abstract No. 785, and the F.W. Thornton Survey, Abstract No. 1244, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

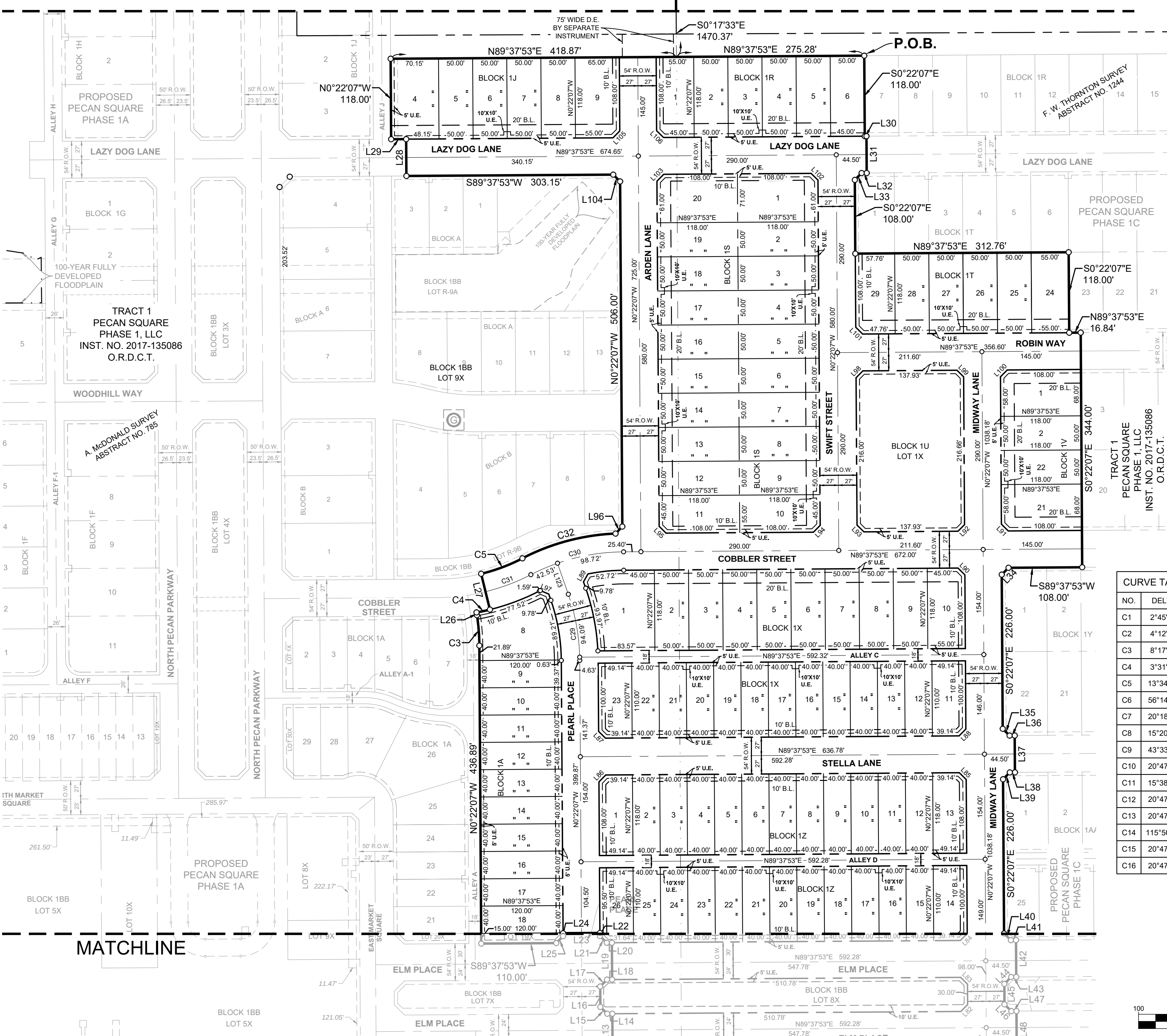
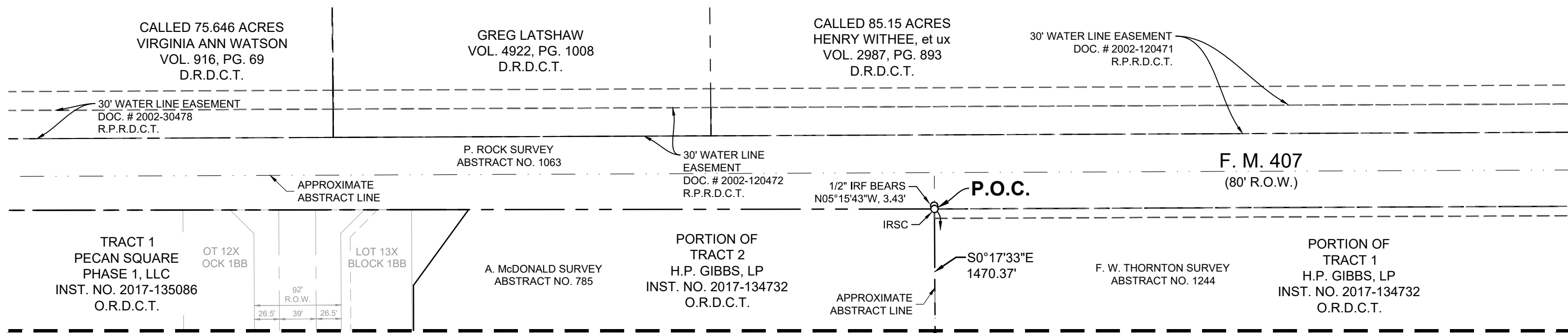
Owner/Applicant: Pecan Square Phase 1, LLC

Engineer/Surveyor: Kimley-Horn and Associates, Inc.

Background: A preliminary plat for the first phase of Pecan Square was approved by Town Council on May 10, 2018. It divided phase one into three sub-phases, Phases 1A, 1B & 1C. The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site.

Staff Analysis: The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC). Accompanying construction plans for water, sewer, streets and storm drainage have been reviewed and approved by Town Staff. The final plat substantially conforms to the approved preliminary plat except for the lot originally preliminary platted as Block 1BB. The block is excluded from this final plat and is now within Phase 1D which is on this same agenda for preliminary plat and final plat approval.

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

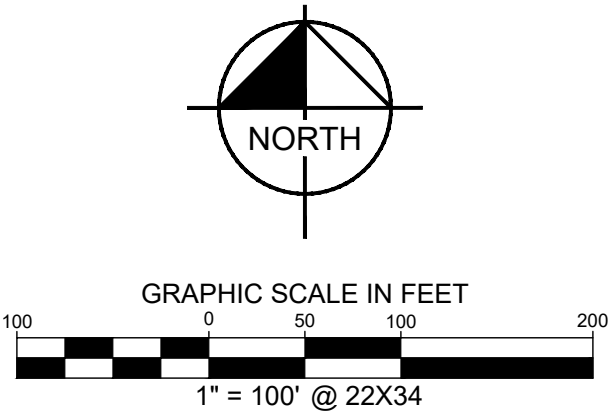


- NOTES:
- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
 - Gas well location requirements show a 150' minimum radius distance to a property line and a 300' minimum radius distance to a buildable portion of a lot.
 - All common Open Space Lots to be owned and maintained by the Northlake Municipal Management District No. 1.
 - All dedicated public roads and utilities will be maintained by the Town of Northlake.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.

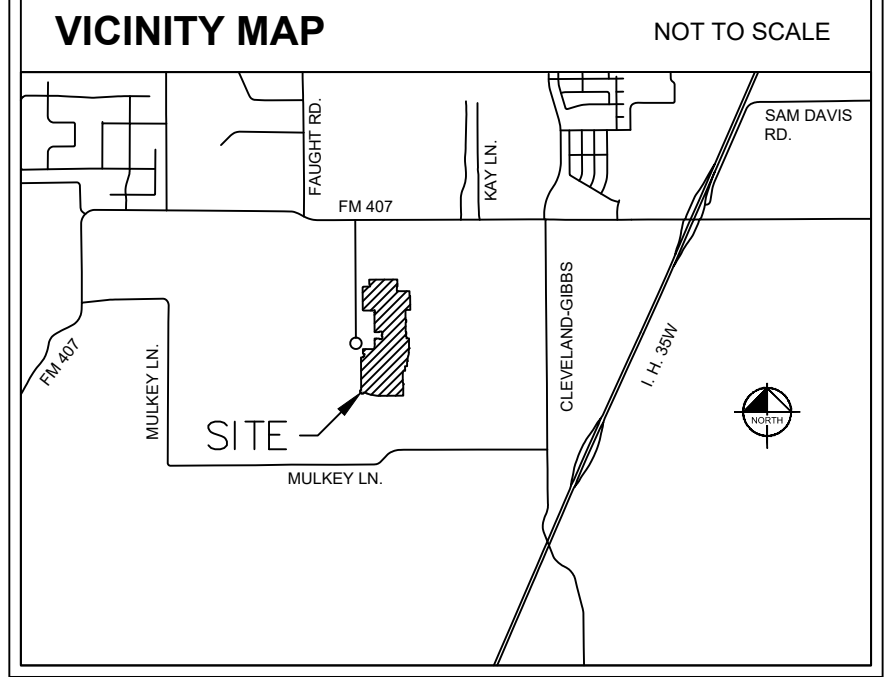
FLOOD STATEMENT: According to Community Panel No. 48121C0485G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not located within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

LINE TABLE			LINE TABLE			LINE TABLE			LINE TABLE		
NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH	NO.	BEARING	LENGTH
L1	N89°37'53"E	50.00'	L32	S89°37'53"W	7.50'	L63	N48°00'08"E	13.38'	L94	N44°37'53"E	14.14'
L2	N00°22'07"W	14.77'	L33	S44°37'53"W	14.14'	L64	S42°38'33"E	14.87'	L95	S45°22'07"E	14.14'
L3	N48°12'13"E	19.85'	L34	S44°37'53"W	14.14'	L65	N48°00'08"E	13.38'	L96	N44°03'29"E	14.29'
L4	N11°06'59"E	54.00'	L35	S45°22'07"E	14.14'	L66	S42°38'33"E	14.87'	L97	S67°38'51"E	13.37'
L5	N42°23'15"W	22.29'	L36	N89°37'53"E	7.50'	L67	N53°55'51"E	16.24'	L98	N44°37'53"E	14.14'
L6	N89°37'53"E	110.00'	L37	S00°22'07"E	54.00'	L68	S45°42'04"E	25.60'	L99	S45°22'07"E	13.68'
L7	S45°22'07"E	14.14'	L38	S89°37'53"W	7.50'	L69	N43°34'53"W	20.00'	L100	N44°37'53"E	14.14'
L8	S00°22'07"E	4.50'	L39	S44°37'53"W	14.14'	L70	S39°05'54"W	20.00'	L101	N45°22'07"W	14.14'
L9	N89°37'53"E	54.00'	L40	S45°22'07"E	14.14'	L71	S41°56'38"E	13.37'	L102	S45°22'07"E	14.14'
L10	N00°22'07"W	4.50'	L41	N89°37'53"E	7.50'	L72	S28°26'48"E	14.12'	L103	S44°37'53"W	14.14'
L11	N44°37'53"E	14.14'	L42	S00°22'07"E	54.00'	L73	N63°32'22"E	13.70'	L104	N45°22'07"W	14.14'
L12	N89°37'53"E	7.50'	L43	S89°37'53"W	7.50'	L74	N52°16'52"E	29.67'	L105	N44°37'53"E	14.14'
L13	N00°22'07"W	54.00'	L44	S44°37'53"W	14.14'	L75	S57°18'32"E	20.00'	L106	N45°22'07"W	14.14'
L14	S89°37'53"W	7.50'	L45	S00°22'07"E	30.00'	L76	S55°26'51"W	15.96'	L111	S71°07'11"E	81.10'
L15	N45°22'07"W	14.14'	L46	S45°22'07"E	14.14'	L77	S39°23'34"E	13.40'	L112	N69°34'09"W	42.93'
L16	N00°22'07"W	30.00'	L47	N89°37'53"E	7.50'	L78	N52°54'34"E	16.72'	L113	S70°31'05"E	49.39'
L17	N44°37'53"E	14.14'	L48	S00°22'07"E	54.00'	L79	S45°56'39"E	25.72'	L114	S74°04'51"E	49.15'
L18	N89°37'53"E	7.50'	L49	N89°37'53"E	63.35'	L80	S45°22'07"E	14.14'	L115	S77°47'13"E	49.15'
L19	N00°22'07"W	54.00'	L50	S48°00'08"W	13.38'	L81	N44°37'53"E	14.14'	L116	S81°29'36"E	49.15'
L20	S89°37'53"W	7.50'	L51	S00°22'07"E	19.72'	L82	N44°37'53"E	14.14'	L117	S85°11'59"E	49.15'
L21	N45°22'07"W	14.14'	L52	S89°37'53"W	50.00'	L83	S45°22'07"E	14.14'	L118	S88°53'17"E	49.24'
L22	N00°22'07"W	4.50'	L53	N00°22'07"W	21.06'	L84	N44°37'53"E	14.14'	L119	S70°39'18"E	81.35'
L23	S89°37'53"W	54.00'	L54	N45°22'07"W	14.14'	L85	S45°22'07"E	14.14'	L120	S73°48'18"E	48.23'
L24	S00°22'07"E	4.50'	L55	S89°37'53"W	18.96'	L86	S44°37'53"W	14.14'	L121	S81°28'37"E	48.23'
L25	S44°37'53"W	14.14'	L56	N89°37'53"E	52.33'	L87	N45°22'07"W	14.14'	L122	S88°43'42"E	48.84'
L26	N08°39'49"W	4.13'	L57	S69°34'09"E	19.57'	L88	N44°37'53"E	14.14'	L123	N19°13'21"W	48.17'
L27	N13°45'47"W	54.00'	L58	S42°38'33"E	14.87'	L89	N29°12'09"E	13.37'	L124	S70°00'52"E	86.87'
L28	N00°22'07"W	54.00'	L59	N44°37'53"E	14.14'	L90	S45°22'07"E	14.14'	L125	S69°34'09"E	50.00'
L29	S89°37'53"W	22.00'	L60	S45°22'07"E	14.14'	L91	S44°37'53"E	14.14'	L126	S71°53'23"E	48.90'
L30	N89°37'53"E	2.50'	L61	N45°22'07"W	14.14'	L92	S44°37'53"W	13.68'	L127	S76°53'19"E	48.85'
L31	S00°22'07"E	54.00'	L62	N51°35'03"E	29.21'	L93	S45°22'07"E	14.14'	L128	S81°53'19"E	48.85'

CURVE TABLE						CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD	NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	2°45'58"	273.00'	13.18'	S80°16'00"E	13.18'	C17	97°14'34"	50.00'	84.86'	S66°51'06"W	75.04'
C2	4°12'29"	327.00'	24.02'	N80°59'16"W	24.01'	C18	20°47'58"	300.00'	108.91'	S79°58'08"W	108.31'
C3	8°17'41"	309.00'	44.73'	N04°30'58"W	44.70'	C19	20°47'58"	500.00'	181.51'	S79°58'08"E	180.51'
C4	3°31'21"	327.00'	20.10'	N77°59'53"E	20.10'	C20	18°33'57"	300.00'	97.38'	N08°55'51"E	96.96'
C5	13°34'56"	273.00'	64.72'	N69°26'45"E	64.56'	C21	119°34'04"	50.00'	104.34'	S56°25'36"E	86.41'
C6	56°14'46"	50.18'	49.26'	S25°36'07"W	47.30'	C22	20°47'58"	300.00'	108.91'	S79°58'08"E	108.31'
C7	20°18'56"	273.00'	96.80'	S09°47'21"W	96.29'	C23	3°46'58"	300.00'	19.81'	N18°32'22"E	19.80'
C8	15°20'43"	327.00'	87.58'	S12°16'28"W	87.32'	C24	9°18'52"	300.00'	48.77'	S74°13'35"W	48.72'
C9	43°33'19"	50.00'	38.01'	S17°10'33"E	37.10'	C25	17°01'00"	500.00'	148.50'	N08°08'23"E	147.95'
C10	20°47'58"	927.00'	336.52'	N79°58'08"W	334.67'	C26	9°43'15"	300.00'	50.90'	S85°30'30"E	50.84'
C11	15°38'33"	300.68'	82.09'	N74°33'43"W	81.83'	C27	98°24'22"	50.00'	85.88'	N66°16'13"E	75.70'
C12	20°47'58"	300.00'	108.91'	S79°58'08"W	108.31'	C28	18°16'18"	800.00'	255.12'	N08°46'02"E	254.04'
C13	20°47'58"	900.00'	326.72'	S79°58'08"E	324.93'	C29	18°51'14"	300.00'	98.72'	N09°47'44"W	98.27'
C14	115°50'31"	50.00'	101.09'	S58°17'23"E	84.73'	C30	26°58'36"	300.00'	141.25'	N76°08'35"W	139.95'
C15	20°47'58"	700.00'	254.11'	S79°58'08"E	252.72'	C31	13°34'56"	300.00'	71.12'	N69°26'45"E	70.95'
C16	20°47'58"	300.00'	108.91'	S79°58'08"W	108.31'	C32	24°56'35"	327.00'	142.36'	N75°07'35"E	141.23'



Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.



VICINITY MAP
N.T.S.

LEGEND

O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8\"/>
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TYPE LEGEND

---	BOUNDARY LINE
- - - -	EASEMENT LINE
---	BUILDING LINE

FINAL PLAT OF PECAN SQUARE PHASE 1B

BLOCK 1A LOTS 8-18, 19X;
BLOCK 1B LOTS 9X, 10-21, 22X;
BLOCK 1BB LOTS 8X, 11X;
BLOCK 1CC LOTS 1-23; BLOCK 1EE LOTS 1-20;
BLOCK 1GG LOTS 1-31; BLOCK 1II LOTS 1-32;
BLOCK 1J LOTS 4-9; BLOCK 1KK LOTS 1-30;
BLOCK 1R LOTS 1-6; BLOCK 1S LOTS 1-20;
BLOCK 1T LOTS 24-29; BLOCK 1U LOT 1X;
BLOCK 1V LOTS 1-2, 21-22; BLOCK 1X LOTS 1-23;
BLOCK 1Z LOTS 1-26;

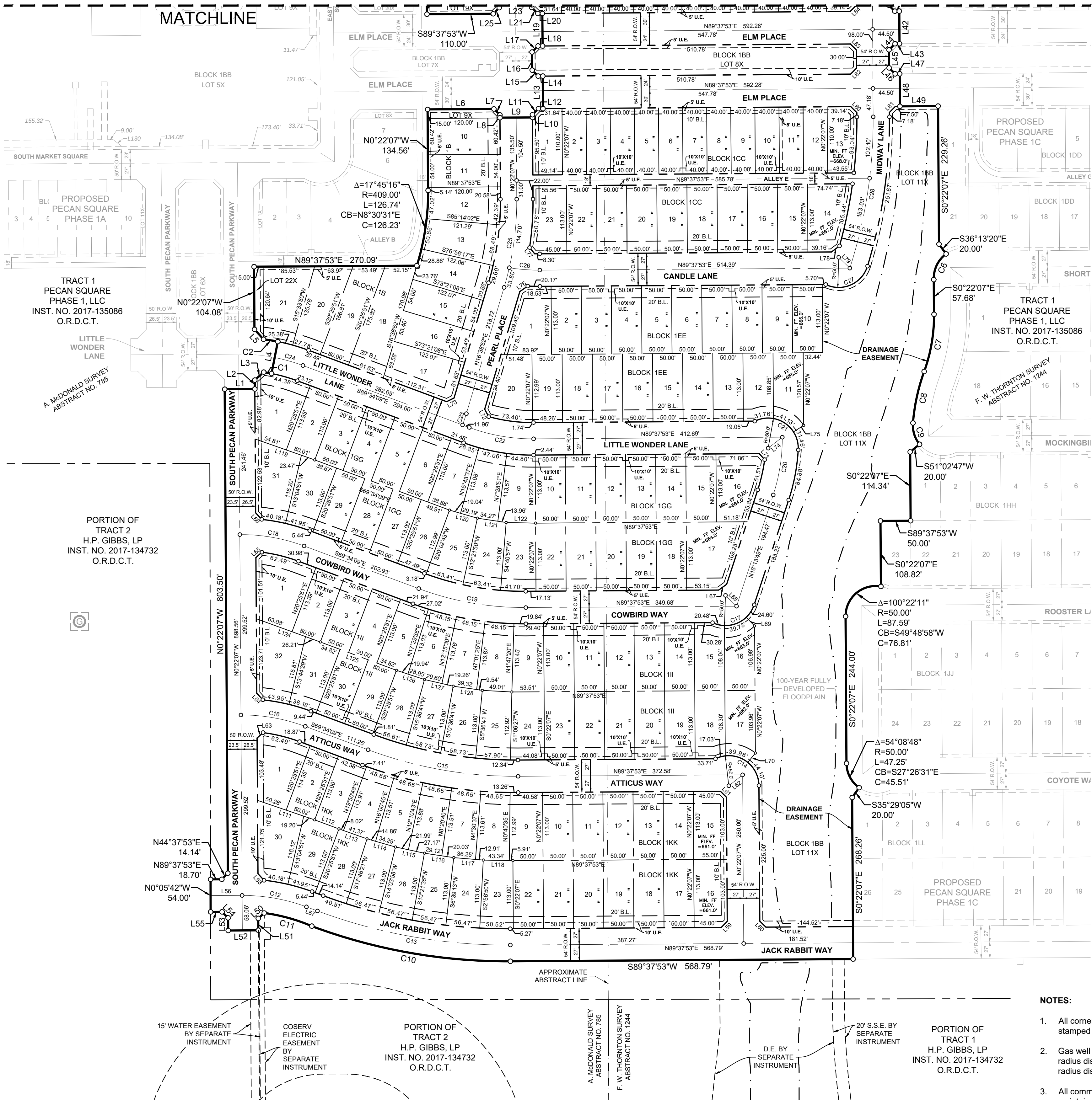
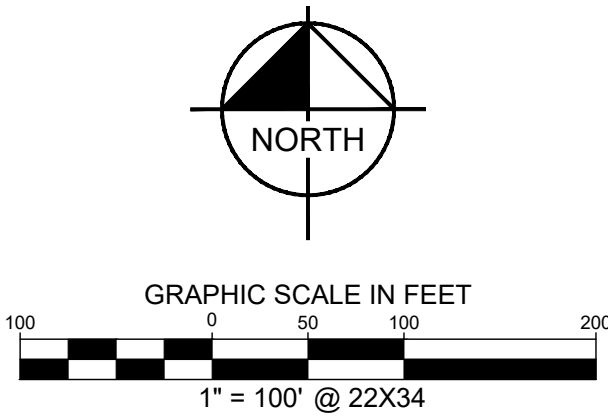
BEING 55.846 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
250 RESIDENTIAL LOTS
6 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

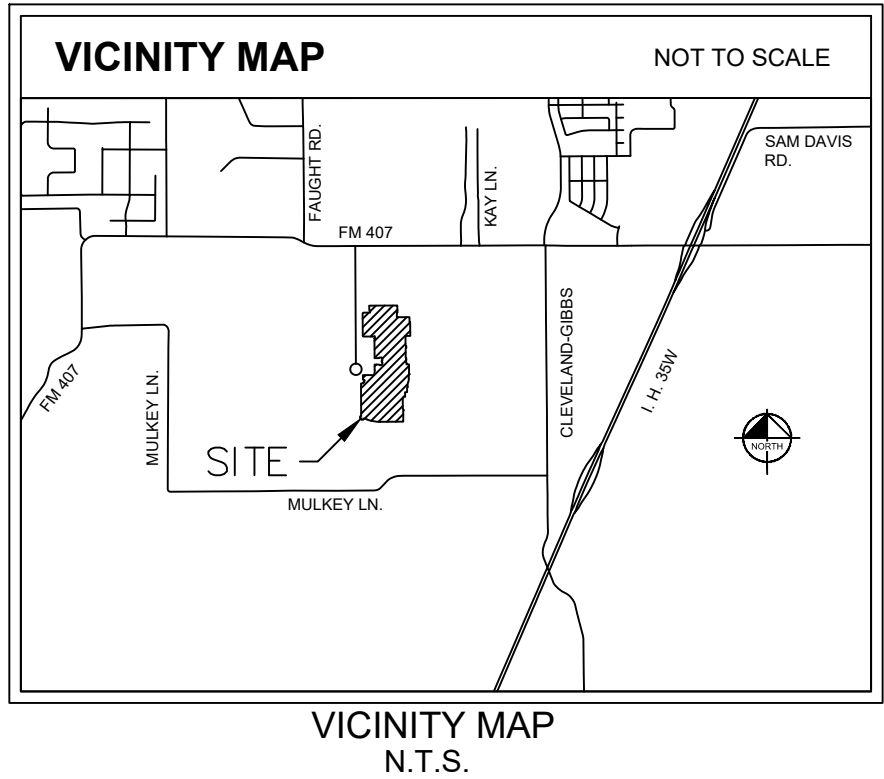
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JTC	KHA	JAN. 2019	063226900	1 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager



FLOOD STATEMENT: According to Community Panel No. 48121C0485G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is not located within a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

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R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE

FINAL PLAT
OF
PECAN SQUARE
PHASE 1B

BLOCK 1A LOTS 8-18, 19X;
BLOCK 1B LOTS 9X, 10-21, 22X;
BLOCK 1BB LOTS 8X, 11X;
BLOCK 1CC LOTS 1-23; BLOCK 1EE LOTS 1-20;
BLOCK 1GG LOTS 1-31; BLOCK 1II LOTS 1-32;
BLOCK 1J LOTS 4-9; BLOCK 1KK LOTS 1-30;
BLOCK 1R LOTS 1-6; BLOCK 1S LOTS 1-20;
BLOCK 1T LOTS 24-29; BLOCK 1U LOT 1X;
BLOCK 1V LOTS 1-2, 21-22; BLOCK 1X LOTS 1-23;
BLOCK 1Z LOTS 1-26;

BEING 55.846 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
250 RESIDENTIAL LOTS
7 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

- NOTES:
- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
 - Gas well location requirements show a 150' minimum radius distance to a property line and a 300' minimum radius distance to a buildable portion of a lot.
 - All common Open Space Lots to be owned and maintained by the Northlake Municipal Management District No. 1.
 - All dedicated public roads and utilities will be maintained by the Town of Northlake.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JTC	KHA	JAN. 2019	063226900	2 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PECAN SQUARE PHASE 1, LLC is the owner of a tract of land situated in the A. McDonald Survey, Abstract No. 785, and the F.W. Thornton Survey, Abstract No. 1244, Town of Northlake, Denton County, Texas and being a portion of a tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for the northeast corner of said Tract 2 same being common with the south line of F.M. 407, from which a 1/2 inch iron rod found bears North 05°15'43" West, 3.43 feet;

THENCE South 00°17'33" East, leaving said south line and with the east line of said Tract 2, passing at a distance of 1436.83 feet the north line of the above mentioned Tract 1, continuing over and across said Tract 1 for a total distance of 1470.37 feet to a point on the north line of this tract;

THENCE continuing over and across said Tract 1, the following fifty-five (55) courses and distances:

North 89°37'53" East, a distance of 275.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract;

South 00°22'07" East, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 2.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 312.76 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 118.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 16.84 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 344.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 108.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 226.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" West, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°37'53" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 30.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 7.50 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 54.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 63.35 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 229.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 36°13'20" East, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 56°14'46", a radius of 50.16 feet, a chord bearing and distance of South 25°36'07" West, 47.30 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 49.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 57.68 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 20°18'56", a radius of 273.00 feet, a chord bearing and distance of South 09°47'21" West, 96.29 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 96.80 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a reverse curve to the left having a central angle of 15°20'43", a radius of 327.00 feet, a chord bearing and distance of South 12°16'28" West, 87.32 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 87.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a compound curve to the left having a central angle of 43°33'19", a radius of 50.00 feet, a chord bearing and distance of South 17°10'33" East, 37.10 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 38.01 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 51°02'47" West, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 114.34 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 108.82 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 100°22'11", a radius of 50.00 feet, a chord bearing and distance of South 49°48'58" West, 76.81 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 87.59 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 244.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the left having a central angle of 54°08'48", a radius of 50.00 feet, a chord bearing and distance of South 27°26'31" East, 45.51 feet;

In a southeasterly direction, with said curve to the left, an arc distance of 47.25 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 35°29'05" West, a distance of 20.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 268.26 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, passing at a distance of 406.63 feet the west line of said Tract 1, same being common with the east line of said Tract 2, continuing with the same bearing for a total distance of 568.79 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a tangent curve to the right having a central angle of 20°47'58", a radius of 927.00 feet, a chord bearing and distance of North 79°58'08" West, 334.67 feet;

In a northwesterly direction, with said curve to the right, an arc distance of 336.52 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract at the beginning of a non-tangent curve to the left having a central angle of 15°38'33", a radius of 300.68 feet, a chord bearing and distance of North 74°33'43" West, 81.83 feet;

In a northwesterly direction, with said curve to the left, an arc distance of 82.09 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 48°00'08" West, a distance of 13.38 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 19.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 50.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 21.06 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 18.96 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract on the south line of the above mentioned Tract 2;

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That **PECAN SQUARE PHASE 1, LLC** ("Owner") does hereby adopt this plat designating the hereinabove property as Block 1A Lots 8-18, 19X-HOA, Block 1B Lots 9X-HOA, 10-21, 22X-HOA, Block 1BB Lots 8X-HOA, 9X-HOA, 11X-HOA, Block 1CC Lots 1-23, Block 1EE Lots 1-20, Block 1GG Lots 1-31, Block 1II Lots 1-32, Block 1J Lots 1-32, Block 1K Lots 4-8, Block 1KK Lots 1-30, Block 1R Lots 1-8, Block 1S Lots 1-20, Block 1T Lots 24-29, Block 1U Lot 1X-HOA, Block 1V Lots 1-2, 21-22, Block 1X Lots 1-23, Block 1Z Lots 1-26, **PECAN SQUARE, PHASE 1B**, an addition to the Town of Northlake, Denton County, Texas, and does hereby dedicate in fee simple to Northlake Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein or subordinated to this plat. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by the District to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from and upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular above described streets, alleys, easements an rights unto the District against every person whomsoever lawfully claiming or to claim the same or any part thereof by and through Owner but not otherwise. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake, Texas.

Witness, my hand this the _____ day of _____, 2019.

PECAN SQUARE PHASE 1, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

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

Sean Patton
Registered Professional Land Surveyor No. 5660
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779



STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2019.

Notary Public, State of Texas

DRILL WINDOW

R150'

R300'

RADIUS IS BUILDING LINE SETBACK

RADIUS IS PROPERTY LINE SETBACK

GAS WELL SETBACK DETAIL

N.T.S.

APPROVAL BY THE TOWN COUNCIL

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

FINAL PLAT
OF
PECAN SQUARE
PHASE 1B

BLOCK 1A LOTS 8-18, 19X;
BLOCK 1B LOTS 9X, 10-21, 22X;
BLOCK 1BB LOTS 8X, 11X;
BLOCK 1CC LOTS 1-23; BLOCK 1EE LOTS 1-20;
BLOCK 1GG LOTS 1-31; BLOCK 1II LOTS 1-32;
BLOCK 1J LOTS 4-9; BLOCK 1KK LOTS 1-30;
BLOCK 1R LOTS 1-6; BLOCK 1S LOTS 1-20;
BLOCK 1T LOTS 24-29; BLOCK 1U LOT 1X;
BLOCK 1V LOTS 1-2, 21-22; BLOCK 1X LOTS 1-23;
BLOCK 1Z LOTS 1-26;

BEING 55.846 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
250 RESIDENTIAL LOTS
7 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	JTC	KHA	JAN. 2019	063226900	3 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

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Kimley-Horn and Associates, Inc.
All rights reserved

DWG NAME: K:\FRI_SURVEY\063226900\GIBBS-YOUNG TRACT\DWG\PHASE 1B FINAL PLAT.DWG PLOTTED BY: GUNAWAN, SILVIANA 1/17/2019 11:10 AM LAST SAVED: 1/17/2019 11:05 AM

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of Pecan Square Phase 1C (FP-18-005)

Purpose: To consider approval of a Final Plat of Pecan Square Phase 1C, a subdivision consisting of 206 residential lots and 1 open space lot on approximately 40.876 acres of land in the F.W. Thornton Survey, Abstract No. 1244, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

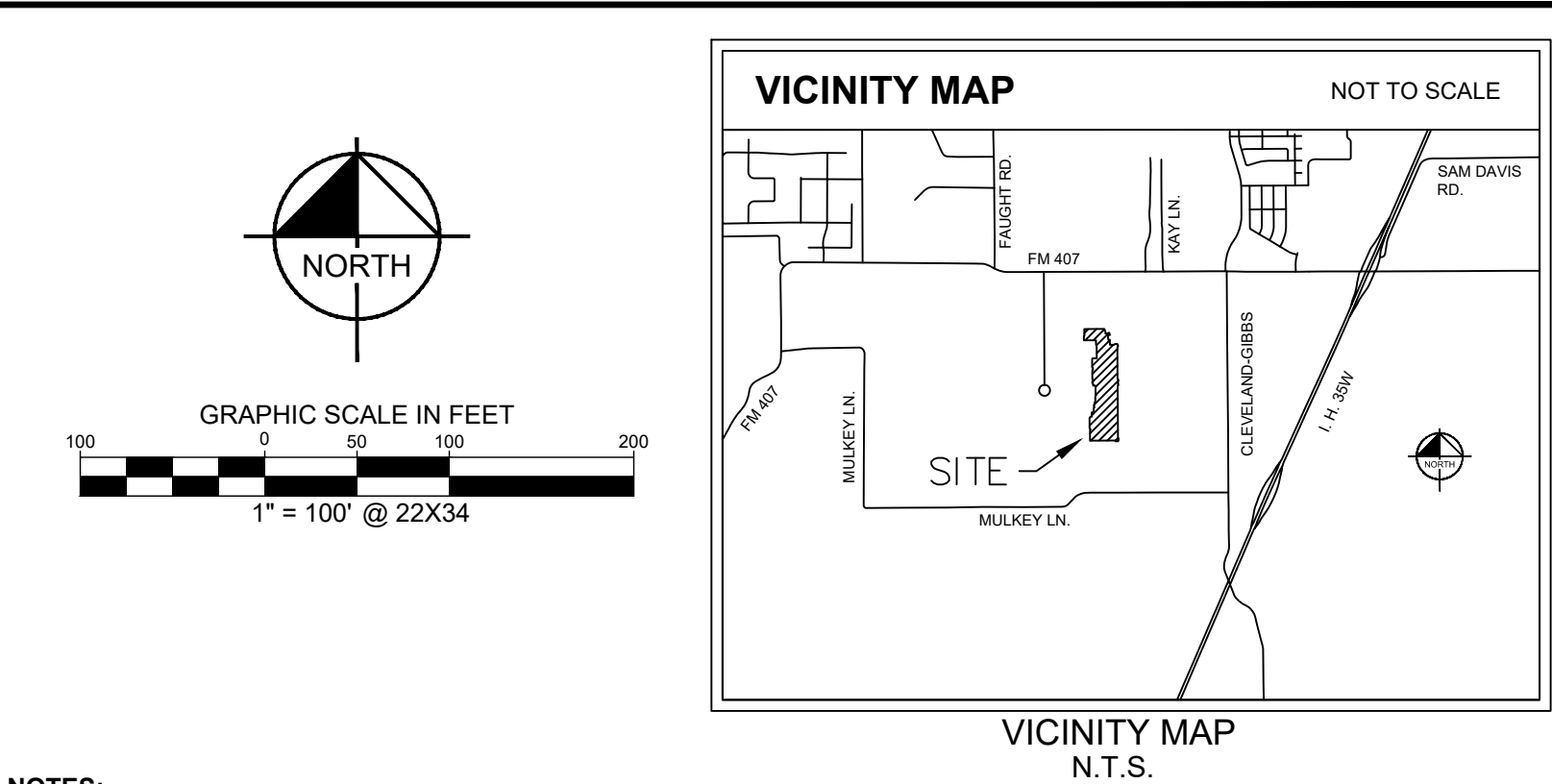
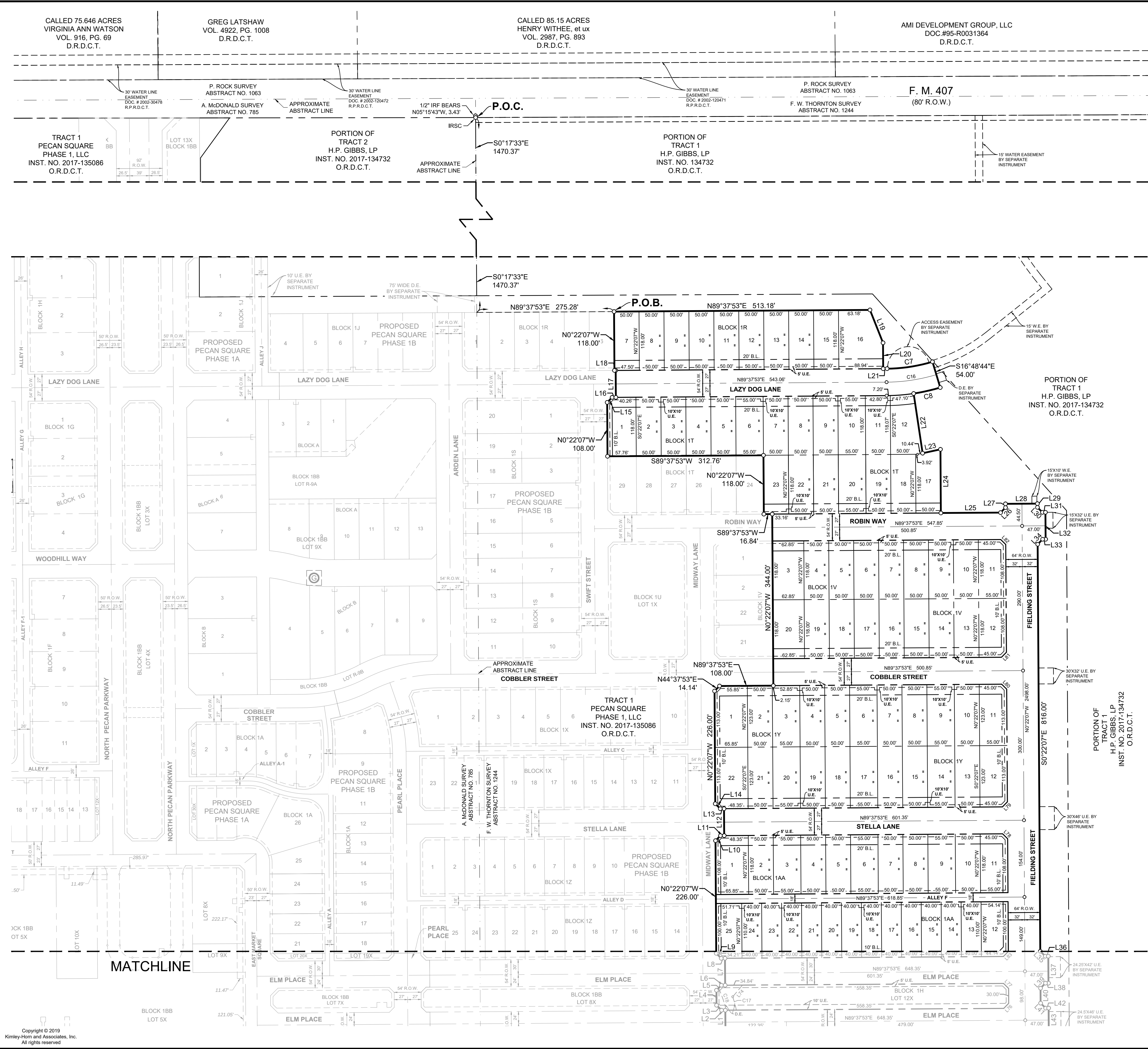
Owner/Applicant: Pecan Square Phase 1, LLC

Engineer/Surveyor: Kimley-Horn and Associates, Inc.

Background: A preliminary plat for the first phase of Pecan Square was approved by Town Council on May 10, 2018. It divided phase one into three sub-phases, Phases 1A, 1B & 1C. The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site.

Staff Analysis: The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC). Accompanying construction plans for water, sewer, streets and storm drainage have been reviewed and approved by Town Staff. The final plat substantially conforms to the approved preliminary plat and meets all zoning standards.

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



- NOTES:**
- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
 - See Sheet 3 for line and curve table
 - All common Open Space Lots to be owned and maintained by the Northlake Municipal Management District No. 1.
 - All dedicated public roads and utilities will be maintained by the Town of Northlake.
 - This plat does not alter or remove existing deed restrictions, if any, on this property.

Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

LEGEND	
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TYPE LEGEND	
---	BOUNDARY LINE
- - -	EASEMENT LINE
---	BUILDING LINE

FINAL PLAT OF PECAN SQUARE PHASE 1C

BLOCK 1AA LOTS 1-25; BLOCK 1DD LOTS 1-21;
BLOCK 1FF LOTS 1-18; BLOCK 1H LOT 12X;
BLOCK 1HH LOTS 1-23; BLOCK 1JJ LOTS 1-24;
BLOCK 1LL LOTS 1-26; BLOCK 1R LOTS 7-16;
BLOCK 1T LOTS 1-12, 17-23; BLOCK 1V LOTS 3-20;
BLOCK 1Y LOTS 1-22;

BEING 40.876 ACRES IN THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
206 RESIDENTIAL LOTS
1 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»Horn

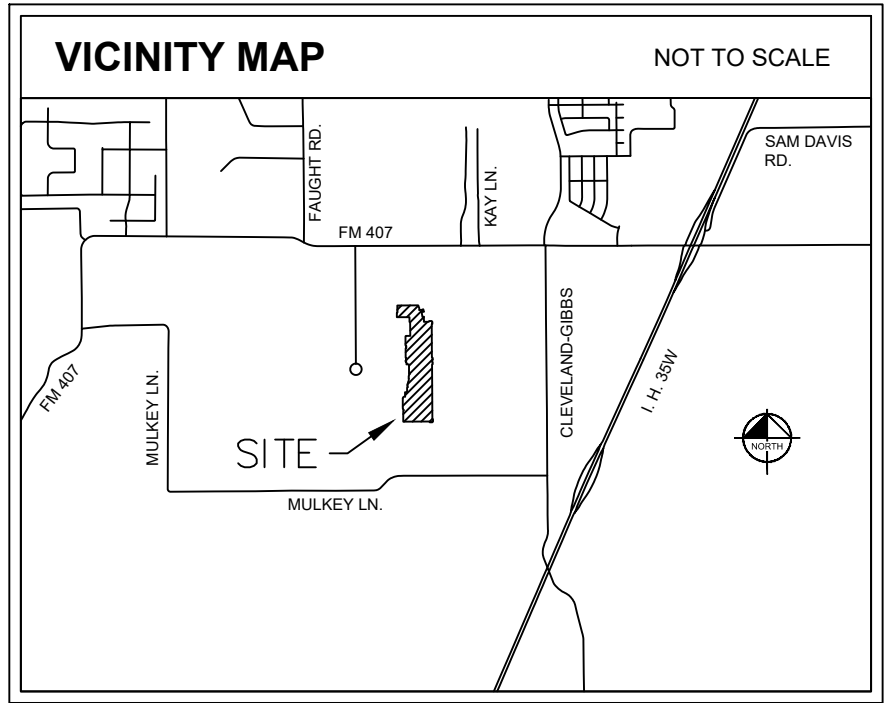
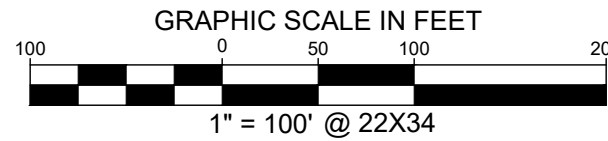
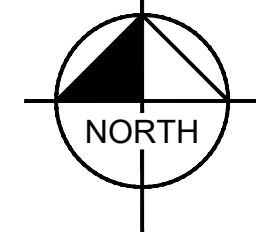
5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JTC	KHA	JAN. 2019	063226900	1 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

MATCHLINE



VICINITY MAP
N.T.S.

NOTES:

- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
- See Sheet 3 for line and curve table
- All common Open Space Lots to be owned and maintained by the Northlake Municipal Management District No. 1.
- All dedicated public roads and utilities will be maintained by the Town of Northlake.
- This plat does not alter or remove existing deed restrictions, if any, on this property.

Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

LEGEND	
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
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D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TYPE LEGEND	
	BOUNDARY LINE
	EASEMENT LINE
	BUILDING LINE

FINAL PLAT
OF
PECAN SQUARE
PHASE 1C

BLOCK 1AA LOTS 1-25; BLOCK 1DD LOTS 1-21;
BLOCK 1FF LOTS 1-18; BLOCK 1H LOT 12X;
BLOCK 1HH LOTS 1-23; BLOCK 1JJ LOTS 1-24;
BLOCK 1LL LOTS 1-26; BLOCK 1R LOTS 7-16;
BLOCK 1T LOTS 1-12, 17-23; BLOCK 1V LOTS 3-20;
BLOCK 1Y LOTS 1-22;

BEING 40.876 ACRES IN THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
206 RESIDENTIAL LOTS
1 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

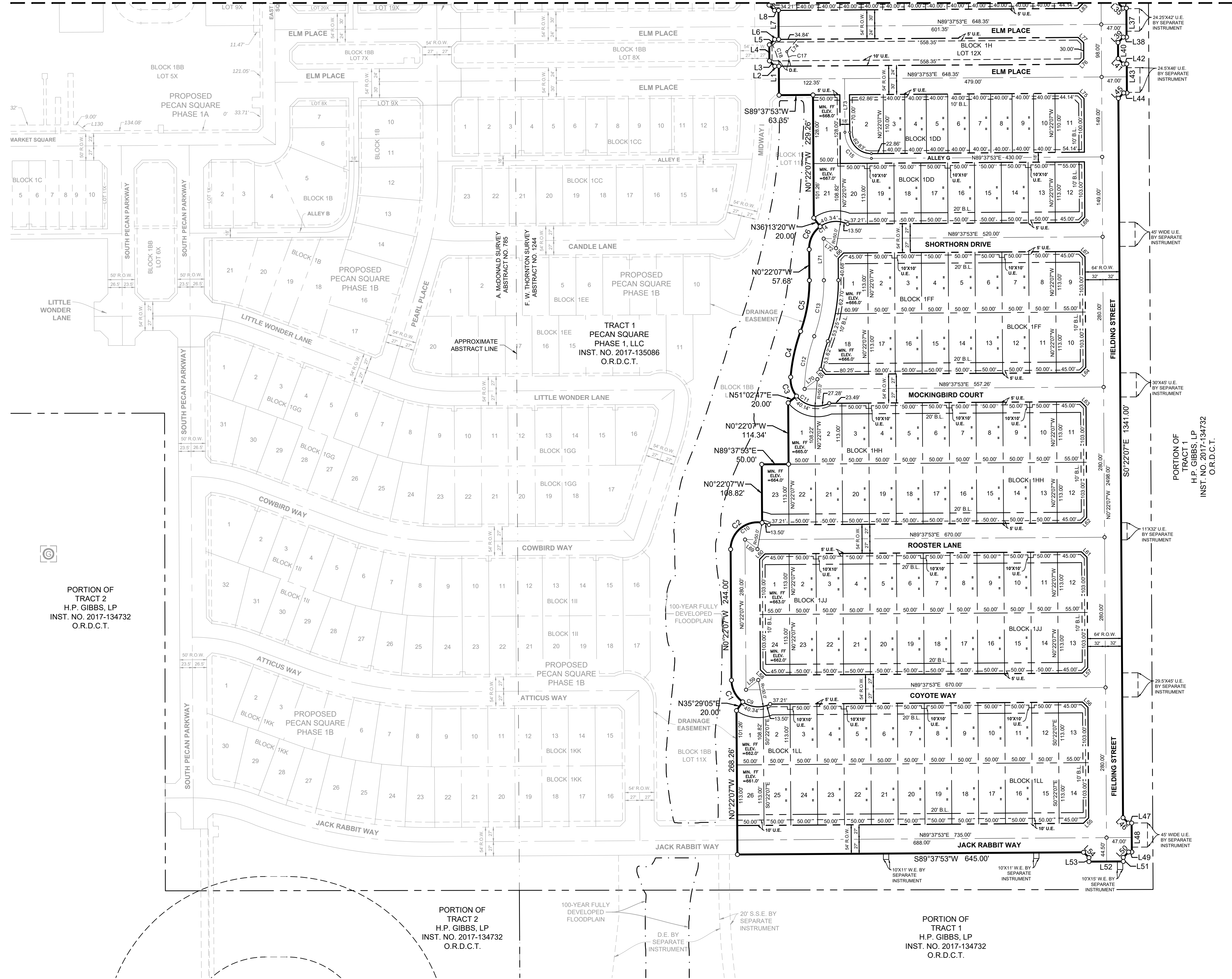
Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034
FIRM # 10193822
Tel. No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JTC	KHA	JAN. 2019	063226900	2 OF 3

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.



Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Preliminary Plat for Pecan Square Phase 1D (PP-18-003)

Purpose: To consider approval of a Preliminary Plat of Pecan Square Phase 1D, a subdivision consisting of 22 residential lots and 2 open space lots on approximately 6.560 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Pecan Square Phase 1, LLC

Engineer/Surveyor: Kimley-Horn & Associates, Inc.

Background: This preliminary plat covers a portion of phase 1 of Pecan Square. A preliminary plat for the first phase of Pecan Square was approved by Town Council on May 10, 2018. It divided phase one into three sub-phases, Phases 1A, 1B & 1C. The area of this preliminary plat was included in the Phase 1B of the initial preliminary plat, but it was a single lot with a gas well and surrounding open space. Since the Phase 1 preliminary plat was approved, the gas well on the site was plugged and abandoned according to Texas Railroad Commission requirements. This plat proposes to subdivide the site in accordance with the MPD zoning.

The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements the Unified Development Code (UDC). The preliminary plat is comprised of 24 total lots with 22 single-family residential lots and 2 open space lots. The preliminary plat meets all zoning standards outlined in the MPD. Final plans for storm drainage, water, sanitary sewer, and paving were submitted concurrently with the preliminary plat and final plat which is on this same agenda. Staff has reviewed these associated plans and finds them acceptable for approval.

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

OWNER'S CERTIFICATE

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PECAN SQUARE PHASE 1, LLC is the owner of a tract of land situated in the A. McDonald Survey, Abstract No. 785, Town of Northlake, Denton County, Texas and being a portion of a tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for an "ell" corner of said Tract 1 same being common with the south line of F.M. 407, from which a 1/2 inch iron rod found bears North 05°15'43" West, 3.43 feet;

THENCE North 89°44'24" East, with a northerly line of said Tract 1, a distance of 462.71 feet to a point;

THENCE leaving said north line, over and across said Tract 1, the following eleven (11) courses and distances:

South 00°15'36" East, a distance of 205.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the **POINT OF BEGINNING** of the herein described tract:

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 506.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°03'29" West, a distance of 14.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 24°56'35", a radius of 327.00 feet, and a chord bearing and distance of South 75°07'35" West, 141.23 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 142.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 26°58'36", a radius of 273.00 feet, and a chord bearing and distance of South 76°08'35" West, 127.35 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 128.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 213.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

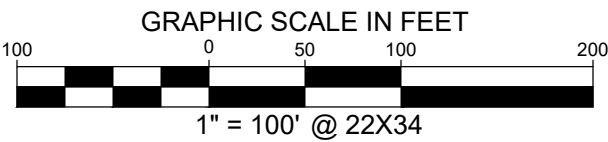
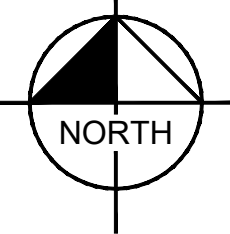
North 00°22'07" West, a distance of 561.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 474.15 feet to the **POINT OF BEGINNING** and containing 6.560 acres (285,758 square feet) of land, more or less.

LINE TABLE		
NO.	BEARING	LENGTH
L1	N45°22'07"W	14.14'
L2	S44°37'53"W	14.14'
L3	N44°37'53"E	21.21'
L4	S45°22'07"E	21.21'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	24°56'35"	327.00'	142.36'	S75°07'35"W	141.23'
C2	26°58'36"	273.00'	128.54'	N76°08'35"E	127.35'
C3	14°57'57"	300.00'	78.36'	N82°53'09"W	78.14'
C4	14°57'57"	300.00'	78.36'	S82°53'09"E	78.14'



LEGEND

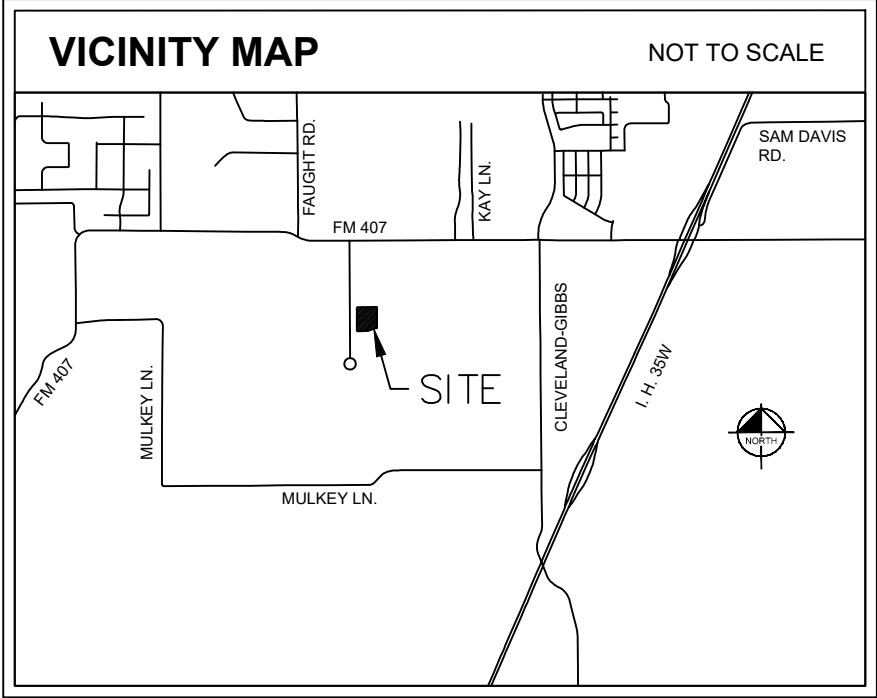
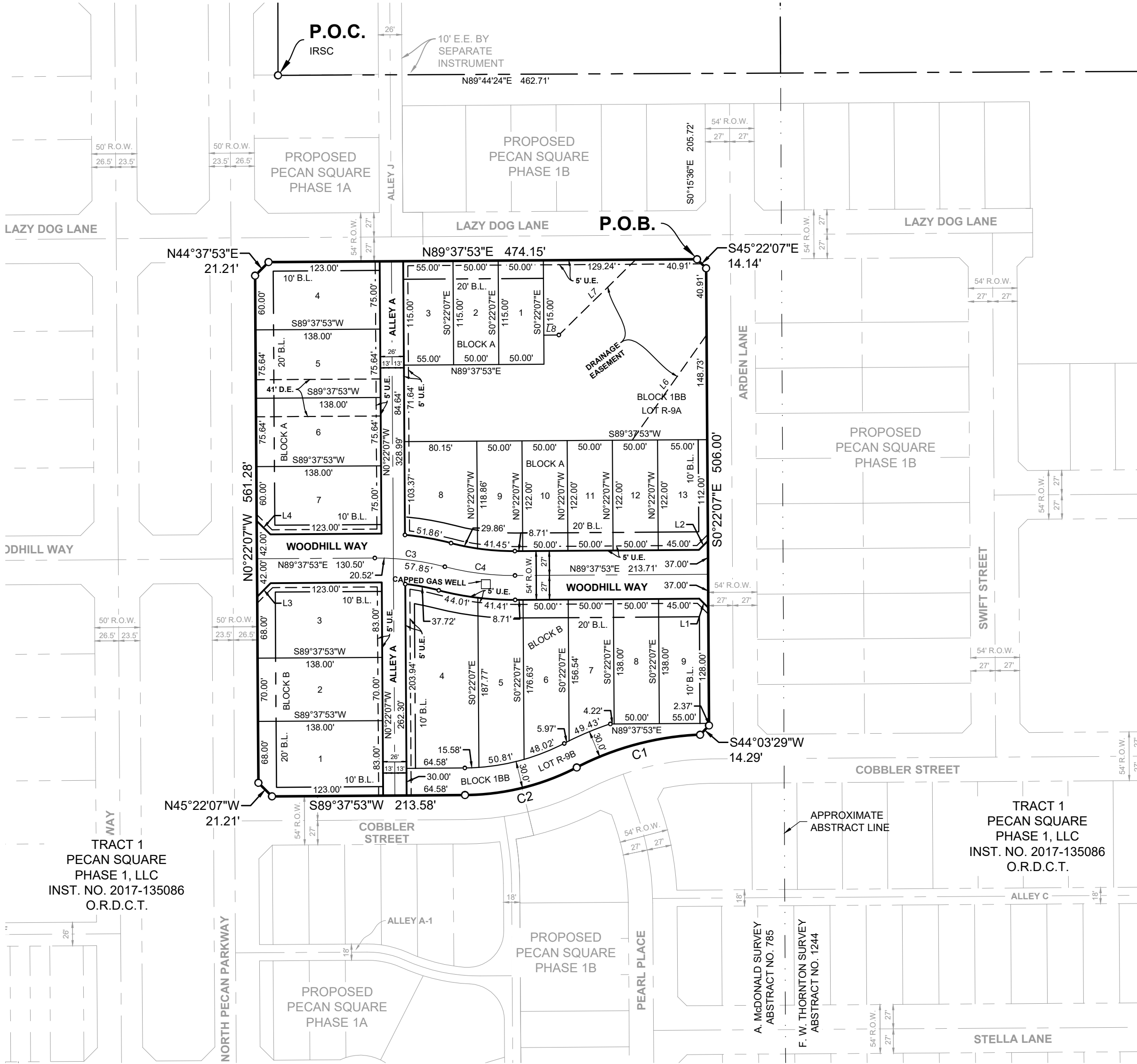
O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
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B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT

LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE

Phase	Total Acreage	Open Space Acreage	Open Space Percentage
Phase 1D	6.6	1.3	20.3

Phase	Sub district						
	Lifestyle			Traditional			
	40'	50'	Total	50'	60'	70'	Total
Phase 1D	0	0	0	15	0	7	22



VICINITY MAP
N.T.S.

NOTES:

- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
- Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.

APPROVAL BY THE TOWN COUNCIL

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

PRELIMINARY PLAT
OF
PECAN SQUARE
PHASE 1D

BLOCK A LOTS 1-13; BLOCK B LOTS 1-9;
BLOCK 1BB LOTS R-9A & R-9B;

BEING 6.560 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
22 RESIDENTIAL LOTS
2 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»Horn

13455 Noel Road, Suite 700
Dallas, Texas 75240
FIRM # 10115500
Tel. No. (972) 770-1300
Fax No. (972) 239-3820

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	PEM	KHA	NOV. 2018	063226901	1 OF 1

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75240
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: January 24, 2019
Re: Final Plat of Pecan Square Phase 1D (FP-18-018)

Purpose: To consider approval of a Final Plat of Pecan Square Phase 1D, a subdivision consisting of 22 residential lots and 2 open space lots on approximately 6.560 acres of land in the A. McDonald Survey, Abstract No. 785, generally located south of FM 407 approximately 1,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Pecan Square Phase 1, LLC

Engineer/Surveyor: Kimley-Horn and Associates, Inc.

Background: This final plat is within the Phase 1D preliminary plat on this same agenda. A preliminary plat for the first phase of Pecan Square was approved by Town Council on May 10, 2018. It divided phase one into three sub-phases, Phases 1A, 1B & 1C. The area of this plat was included in the Phase 1B portion of the initial preliminary plat, but it was a single lot with a gas well and surrounding open space. Since the Phase 1 preliminary plat was approved, the gas well on the site was plugged and abandoned according to Texas Railroad Commission requirements. This plat proposes to subdivide the site in accordance with the MPD zoning.

The zoning for the master planned development was established with three separate zoning changes to Mixed-Use Planned Development (MPD) approved by Town Council on April 13, 2017. The MPD's included two development options with the second option including a school site proposed for a high school, middle school and stadium complex, and the Town Council approved an amendment to the MPD's on October 30, 2017 to reflect a modification of the school site.

Staff Analysis: The applicant has submitted this final plat application in accordance with the requirements of the Unified Development Code (UDC), and it is comprised of 22 single-family residential lots and 2 open space lots. Accompanying construction plans for water, sewer, streets and storm drainage have been reviewed and found acceptable for approval. The final plat substantially conforms to the preliminary plat on this same agenda.

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

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS PECAN SQUARE PHASE 1, LLC, is the owner of a tract of land situated in the A. McDonald Survey, Abstract No. 785, Town of Northlake, Denton County, Texas, and being a portion of a called 182.295 acre tract of land described as Tract 1 in a deed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument No. 2017-135086 of the Official Records of Denton County, Texas (O.R.D.C.T.), and being more particularly described as follows:

COMMENCING at a 5/8 inch iron rod with plastic cap stamped "KHA" set for a point on the south line of F.M. 407, said iron being the northeast corner of a called 174.821 acre tract of land described as Tract 2 in a deed to H.P. Gibbs, LP, according to the document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), same also being the common northwest corner of a called 460.677 acre tract of land described as Tract 1 in a deed to H.P. Gibbs, LP, according to document filed of record in Instrument No. 2017-134732 (O.R.D.C.T.), from which a 1/2 inch iron rod found for reference bears North 05°15'43" West, 3.43 feet;

THENCE South 00°17'33" East, leaving said south line, with the east line of said 174.821 acre tract and the common west line of said 460.677 acre tract, a distance of 1436.83 feet to a point on the north line of the above mentioned 182.295 acre tract, from which a 5/8 inch iron rod with plastic cap stamped "KHA" set for an "ell" corner of said 182.295 acre tract bears South 89°44'24" West, 556.05 feet;

THENCE South 89°44'24" West, with the north line of said 182.295 acre tract, a distance of 93.35 feet to a point;

THENCE leaving said north line, over and across said 182.295 acre tract, the following eleven (11) courses and distances:

South 00°15'36" East, a distance of 205.72 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for the POINT OF BEGINNING of the herein described tract:

South 45°22'07" East, a distance of 14.14 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 00°22'07" East, a distance of 506.00 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 44°03'29" West, a distance of 14.29 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 24°56'35", a radius of 327.00 feet, and a chord bearing and distance of South 75°07'35" West, 141.23 feet;

In a southwesterly direction, with said curve to the left, an arc distance of 142.36 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 26°58'36", a radius of 273.00 feet, and a chord bearing and distance of South 76°08'35" West, 127.35 feet;

In a southwesterly direction, with said curve to the right, an arc distance of 128.54 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 213.58 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 45°22'07" West, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 00°22'07" West, a distance of 561.28 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 44°37'53" East, a distance of 21.21 feet to a 5/8 inch iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 474.15 feet to the POINT OF BEGINNING and containing 6.560 acres (285,758 square feet) of land, more or less.

OWNER'S DEDICATION STATEMENT

STATE OF TEXAS §
COUNTY OF DENTON §

NOW, THEREFORE KNOW ALL MEN BY THESE PRESENTS:

That PECAN SQUARE PHASE 1, LLC ("Owner") does hereby adopt this plat designating the hereinabove property as Block A Lots 1-13, Block B Lots 1-9, Block 1BB Lots R-9A & R-9B, PECAN SQUARE, PHASE 1D, an addition to the Town of Northlake, Denton County, Texas, and does hereby dedicate in fee simple to Northlake Municipal Management District No. 1 (The District) to exclusive use forever, the streets and public use areas shown hereon, and does hereby dedicate the easements shown on the plat for the purposes indicated to the District's exclusive use forever, and said dedications being free and clear of all liens and encumbrances except as shown herein or subordinated to this plat. No buildings, fences, trees, shrubs or other improvements shall be constructed or placed upon, over or across the easements of said plat. At the discretion of the District and subject to its written approval. Utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use the same unless the easement limits the use to a particular utility or utilities. Said use by public utilities being subordinate to the District's use thereof. Any public utility given the right by the District to use said easements shall have the right to: remove and keep removed all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of these easements; and any public utility shall at all times have the right of ingress and egress to and from upon said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity at any time procuring the permission of anyone. I do hereby bind myself, my successors and assigns to forever warrant and defend all and singular above described streets, alleys, easements an rights unto the District against every person whosoever lawfully claiming or to claim the same or any part thereof by and through Owner but not otherwise. This property is not located within the extraterritorial jurisdiction of any municipality. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake, Texas.

Witness, my hand this _____ day of _____, 2019.

PECAN SQUARE PHASE 1, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2019, by _____ of Pecan Square Phase 1, LLC, a Texas limited liability company, on behalf of the limited liability company.

Notary Public, State of Texas

SURVEYOR'S CERTIFICATION

KNOW ALL MEN BY THESE PRESENTS:

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

Sean Patton
Registered Professional Land Surveyor No. 5660
Kimley-Horn and Associates, Inc.
5750 Genesis Court, Suite 200
Frisco, Texas 75034
Phone 972-335-3580
Fax 972-335-3779



STATE OF TEXAS §
COUNTY OF COLLIN §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2019.

Notary Public, State of Texas

Copyright © 2019
Kimley-Horn and Associates, Inc.
All rights reserved

CURVE TABLE				
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING
C1	24°56'35"	327.00'	142.36'	S75°07'35"W
C2	26°58'36"	273.00'	128.54'	S76°08'35"W
C3	14°57'57"	300.00'	78.36'	N82°53'09"W
C4	14°57'57"	300.00'	78.36'	S82°53'09"E

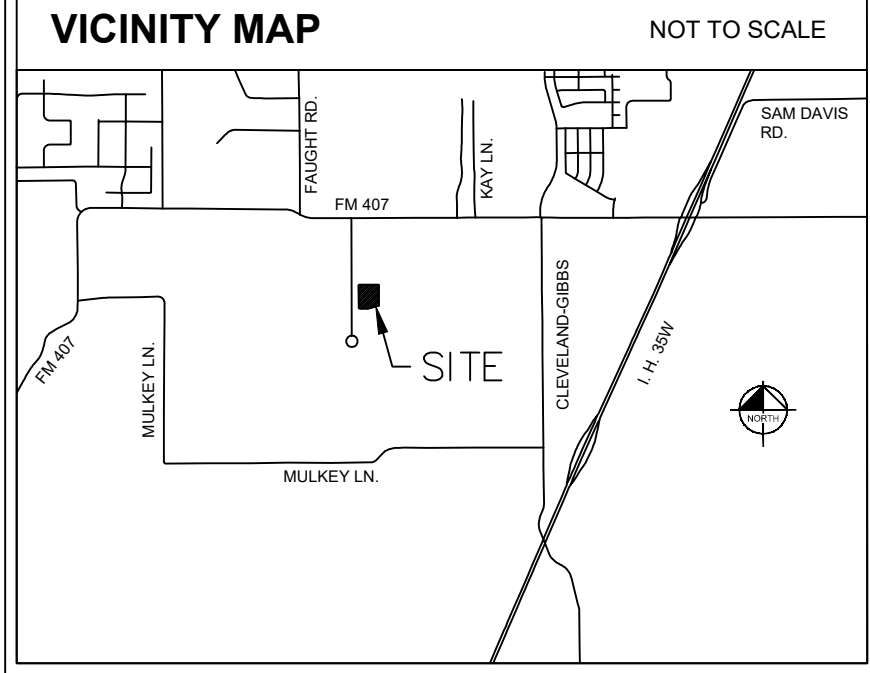
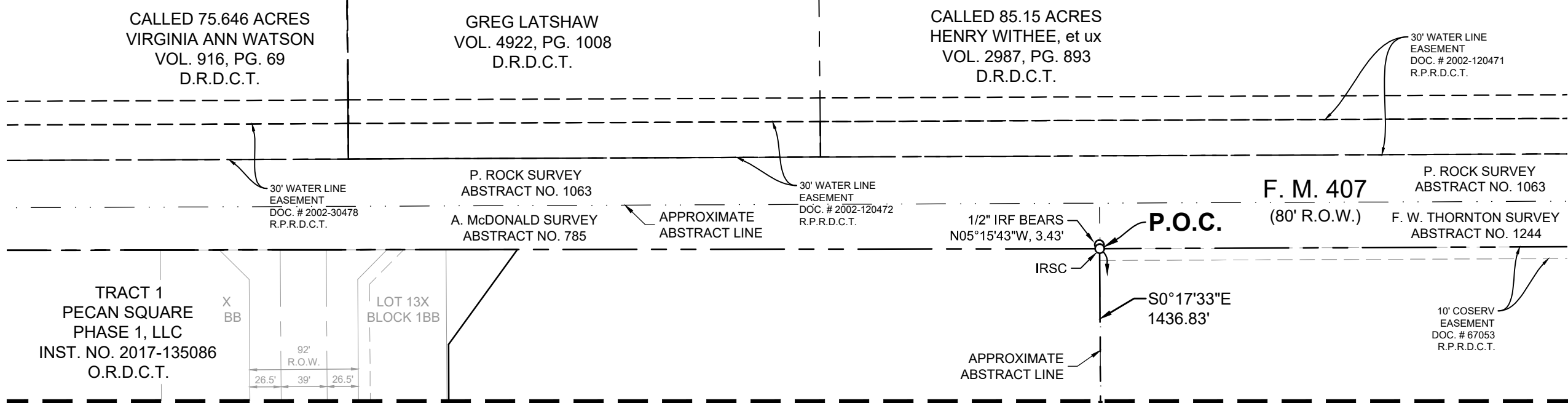
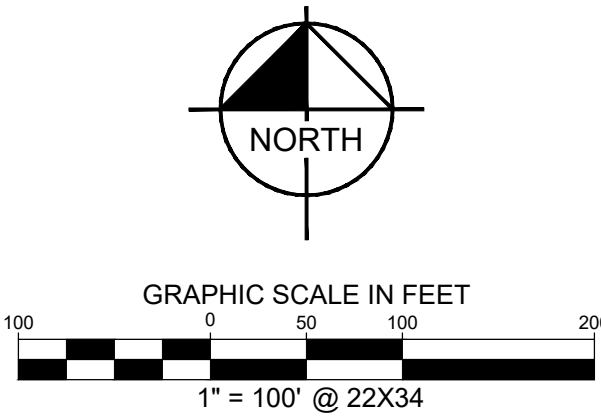
FLOOD STATEMENT: According to Community Panel No. 48121C0485G, dated April 18, 2011 of the National Flood Insurance Program Map, Flood Insurance Rate Map of Denton County, Texas, Federal Emergency Management Agency, Federal Insurance Administration, this property is located within Zone "X-Unshaded", which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

NOTES:

- All corners are 5/8 inch iron rods with red plastic caps stamped "KHA" unless otherwise noted.
- Bearing system for this survey is based upon NAD 83-Texas North Central Zone, Horizontal Adjustment to NAD 83 (1993). To convert the Surface distances to Grid values, multiply the distances by a Combined Scale Factor of 0.9998493926.
- The maintenance and repair of the retaining wall, if any, located on the rear of lots 1-12 of Block A, associated with the drainage channel adjacent to shall be maintained by the District. The retaining wall shall be structurally engineered, regardless of height. In the event that the condition of a portion of the retaining wall has deteriorated, the Town shall notify the District in writing to undertake such maintenance and repairs are necessary to cause such portion of the retaining wall to be returned to the standards as originally

approved by the Town, and in the event of failure of the District to undertake the necessary maintenance and repairs within thirty (30) days after the giving of notice, then the Town may cause the necessary maintenance and repair to be performed and levy an assessment upon the District for the cost thereof. Should the District be dissolved, the responsibility for the maintenance and repair of the retaining wall shall be conveyed to the HOA.

- All common Open Space Lots to be owned and maintained by the Northlake Municipal Management District No. 1.
- All dedicated public roads and utilities will be maintained by the Town of Northlake.
- This plat does not alter or remove existing deed restrictions, if any, on this property.



LEGEND

O.R.D.C.T.	OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
D.R.D.C.T.	DEED RECORDS OF DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS OF DENTON COUNTY, TEXAS
P.O.C.	POINT OF COMMENCEMENT
P.O.B.	POINT OF BEGINNING
R.O.W.	RIGHT OF WAY
IRF	IRON ROD FOUND
IRSC	5/8" IRON ROD W/ "KHA" CAP
HOA	HOMEOWNER'S ASSOCIATION
B.L.	BUILDING LINE
U.E.	UTILITY EASEMENT
E.E.	ELECTRIC EASEMENT
D.E.	DRAINAGE EASEMENT
W.E.	WATER EASEMENT
W.M.E.	WALL MAINTENANCE EASEMENT

LINE TYPE LEGEND

---	BOUNDARY LINE
---	EASEMENT LINE
---	BUILDING LINE

APPROVAL BY THE TOWN COUNCIL

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

FINAL PLAT OF PECAN SQUARE PHASE 1D

BLOCK A LOTS 1-13; BLOCK B LOTS 1-9;
BLOCK 1BB LOTS R-9A & R-9B;

BEING 6.560 ACRES IN THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
22 RESIDENTIAL LOTS
2 OPEN SPACE LOTS
CURRENT ZONING: MPD - MIXED-USE PLAN DEVELOPMENT

Kimley»Horn

5750 Genesis Court, Suite 200
Frisco, Texas 75034

FIRM # 10193822

Tel No. (972) 335-3580
Fax No. (972) 335-3779

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 100'	JTC	KHA	JAN. 2019	063226900	1 OF 1

OWNER/DEVELOPER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd
Dallas, Texas 75219
Phone: 214-777-2979
Contact : Clint Yeager

APPLICANT:
Kimley-Horn and Associates, Inc.
13455 Noel Road, Suite 700
Dallas, Texas 75034
Phone: 972-770-1376
Contact : Jason Kaiser, P.E.

DWG NAME: K:\PJ\ SURVEY\063226900- GIBBS-YOUNG TRACT\DWG\063226900 PECAN SQUARE PHASE 1D FINAL PLAT.DWG PLOTTED BY: GUNAWAN SYLVANIA 1/17/2019 12:17 PM LAST SAVED: 1/16/2019 10:34 PM



Executive Session

Agenda Item 7