

1. Agenda

Documents:

[NORTHLAKE AGENDA 6-20-19.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 6-20-19.PDF](#)



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

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

**Town Council
Special Meeting Agenda
Thursday, June 20, 2019 at 6:30 pm
Chamber Room
1500 Commons Circle, Suite 300 –Northlake, Texas**

Notice is hereby given the Northlake Town Council will meet in a Work Session and Special Meeting on Thursday, June 20, 2019 at 6:30 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 Work Session to order
Invocation
Pledge of Allegiance
2. Briefing Items
 - A. Budget Outlook and/or Preliminary Budget for Fiscal Year 2019-2020
3. Call Special Meeting to order
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
 - B. Town Council meeting minutes of May 23, 2019
 - C. Resolution approving the Town of Northlake Investment Policy (Resolution No. 19-12)
 - D. Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System between Denton County & Northlake Police Department
6. Regular Items
 - E. Consider for approval a Preliminary Plat of Harvest Phase 4B, 4C, 5 & 6, a subdivision consisting of 474 single-family residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 118.673-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of Old Justin Road between Cleveland-Gibbs and Harvest Way. Belmont

407, LLC and Harvest Phase 4, LLC are the owners/applicants/developers. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-19-001

- F. Consider for approval a Final Plat of Harvest Phase 4B, a subdivision consisting of 80 single-family residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 23.187-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin Road approximately 700 feet east of Cleveland-Gibbs Road. Belmont 407, LLC and Harvest Phase 4, LLC are the owners/applicants/developers. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-19-005
- G. Consider for approval awarding a contract for inflow and infiltration repairs to sewer system
- H. Consider for approval a revision to Engineering Design Manual street sign bracket details
- I. Consider for approval to ratify the intent to purchase ROW from TxDOT (abandoned Sam Lee driveway) and authorize the Town Administrator to execute all necessary documents to finalize the transaction
- J. Consider for approval the purchase agreement between the Town and SCSD-Finnell for TxDOT ROW pending acquisition of said ROW from TxDOT and authorize the Town Administrator to execute all necessary documents to finalize the transaction

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

8. Convene into Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (c) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
 - (d) Eminent domain actions to obtain right-of-way out of a certain 3.05-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
 - (e) Eminent domain actions to obtain property out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law; or
 - (f) Potential litigation related to Eagleton and Applewood road failures; or
 - (g) Potential litigation related to Dale Earnhardt Way road failures
- b. 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 3.05-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 out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law

d. Section 551.087 Economic Development negotiations for Hotel Conference Center Incentives

9. Open Session

- K. 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 .2707 acres of a certain 3.05 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
- a. Resolution No. 19-
- L. Consider the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately 1.15 acres of a certain 47.063 acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, as property necessary for the construction and maintenance of a water tower and for other public purposes permitted by law by Resolution
- a. Resolution No. 19-

10. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake Texas on 13th day of June 2019 by 6:30 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); 551.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)

If you have a disability that requires special arrangements and you plan to attend this public meeting, please contact the Town Secretary at (940) 648.3290 ext. 202 within 72 hours of the meeting. Reasonable accommodations will be made to meet your needs at the meeting



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Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: June 20, 2019
Re: Budget Outlook for FY 2019-2020

At the June 20th council meeting, staff will present preliminary budget numbers for the upcoming fiscal year. The preliminary budget expenses are initial expense projections and budget requests as submitted by the departments. The preliminary property tax revenue is based on appraisal district estimates and is subject to significant fluctuation. Staff projected the remaining revenues.

Residential and commercial property values have increased approximately 43% and 96%, respectively. About two-thirds of the increase in residential value is new construction in Canyon Falls and one-acre lot neighborhoods with the remaining third being increases in value on existing property. 15% of the new commercial value can be attributed to the completion of the Stanley Black & Decker distribution center while the remaining 85% is increases in value of existing properties. Commercial property values represent about 80% of the overall increase with residential values the remainder. The economic development incentives offered by the Town and economic development boards have helped to increase commercial property taxable value from \$356,910,726 in 2018 to \$745,005,750 in 2019 (these figures are after abatements and exemptions have been applied but do not include in appraisal review board decreases).

The Town continues to be challenged maintaining service levels in the face of such rapid growth. The increase in activity and complexity will require multiple positions. All areas of Northlake operations are experiencing significant increases in activity as well as an increase in residents, businesses and visitors. Staff is recommending eight additional staff positions: public safety officer, police captain, police officer, public works superintendent, a three-person public works crew, and a marketing and communications coordinator. Two positions, the police captain and public works superintendent, will provide daily operational oversight to their respective departments, will provide a managerial presence in the field, and will allow the Police Chief and Public Works Director to attend to the ever increasing leadership and administrative needs of their departments.

Two vehicles in Police will be replaced and a new vehicle will be purchased for the Police Captain. Police has begun assigning vehicles to multiple personnel therefore the new police officer and public safety officer will not require new vehicles. Public Works is requesting two vehicles; a crew cab for the additional public works crew and a pickup truck for the superintendent. Police has been systematically

Budget Outlook for FY 2019-2020

June 20, 2019

Page 2 of 2

outfitting all new and replacement vehicles with the new camera system and requests retrofitting an existing vehicle so the entire fleet is on the same camera system.

Recruiting and retaining the Town's dedicated staff remains a priority for next year. Implementation of the 2017 Salary Survey brought staff salaries from 14.5% below market to just below market as of January 2019. This budget includes a 2.5% across the board increase to stay at pace with the market. Also included in the salary recommendations are increases to the starting salaries of police officers, and public works maintenance worker and equipment operator in order to recruit and retain these positions. The Town's healthcare consultant is projecting a 15% increase in medical coverage costs.

Last April the Town was informed that lease space in the Town Commons was going fast. Staff originally presumed the Police Department offices could be discussed as part of the FY 2020 budget process. In order to preserve the building next to Town Hall, the Town committed to leasing the building and paid a security deposit. Staff has been working with the building owner to design the building for Police usage. The finish-out costs have been split between the current FY 2019 Revised Budget and the FY 2020 Proposed Budget, with costs of \$600,000 and \$125,000 respectively.

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

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

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

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

Town of Northlake

FY 2019/2020

Preliminary Budget Outlook

June 20, 2019

VISION

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

MISSION

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

Strategic Goals

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

2019/2020 Council Budget Principles

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

2019/2020 Preliminary Budget

Town Administrator Comments

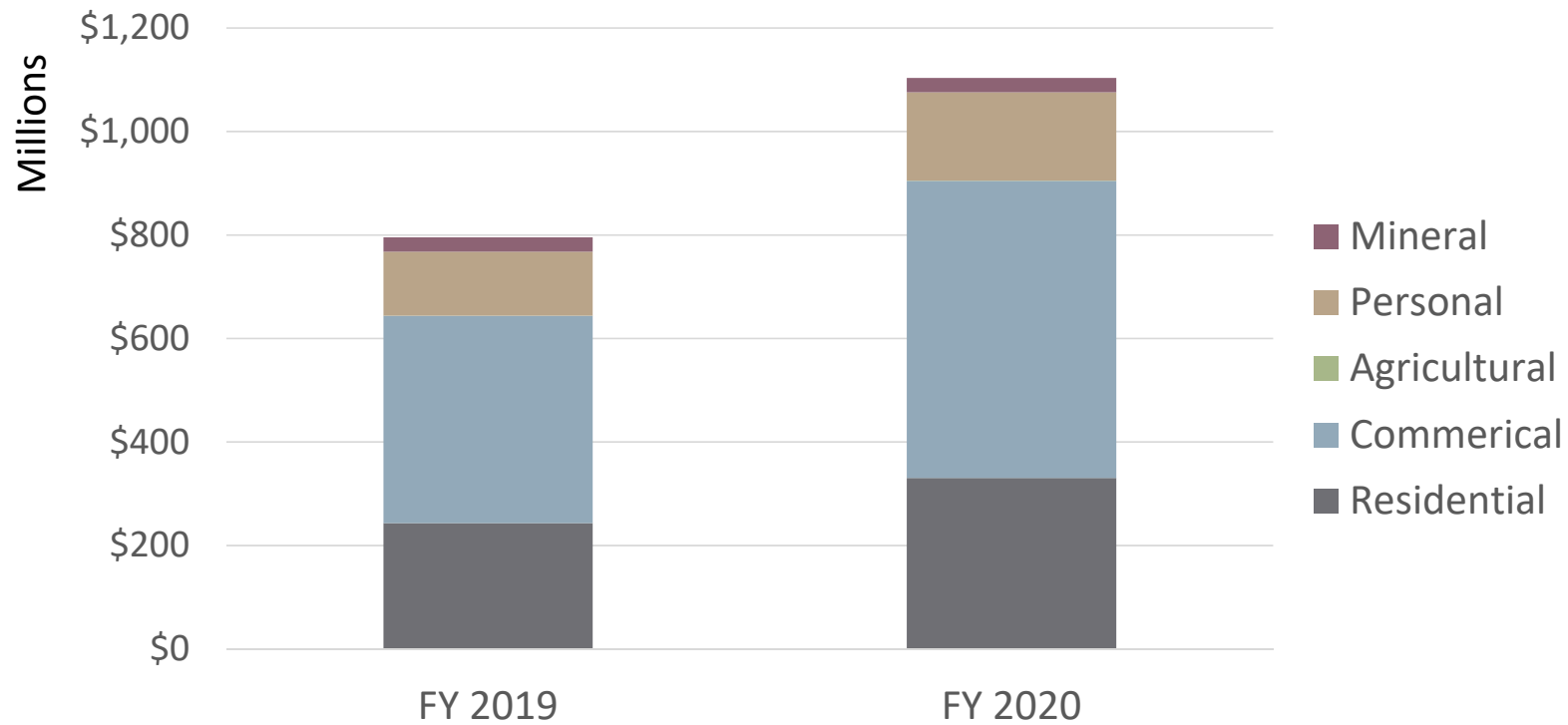
- Based on property tax rate of 29.5¢ and 5% exemption
- Uncharted property values
 - \$143 M in new construction (\$69 M residential)
 - 30% increase in residential values (2/3 new homes)
 - 100% increase in commercial values
- Sales tax at “new normal” levels
 - Projections include IHOP, 7-Eleven (2), Amano, Roadhouse
- Assuming Town continues core responsibilities
 - Public safety, road maintenance, development oversight

2018/2019 Preliminary Budget

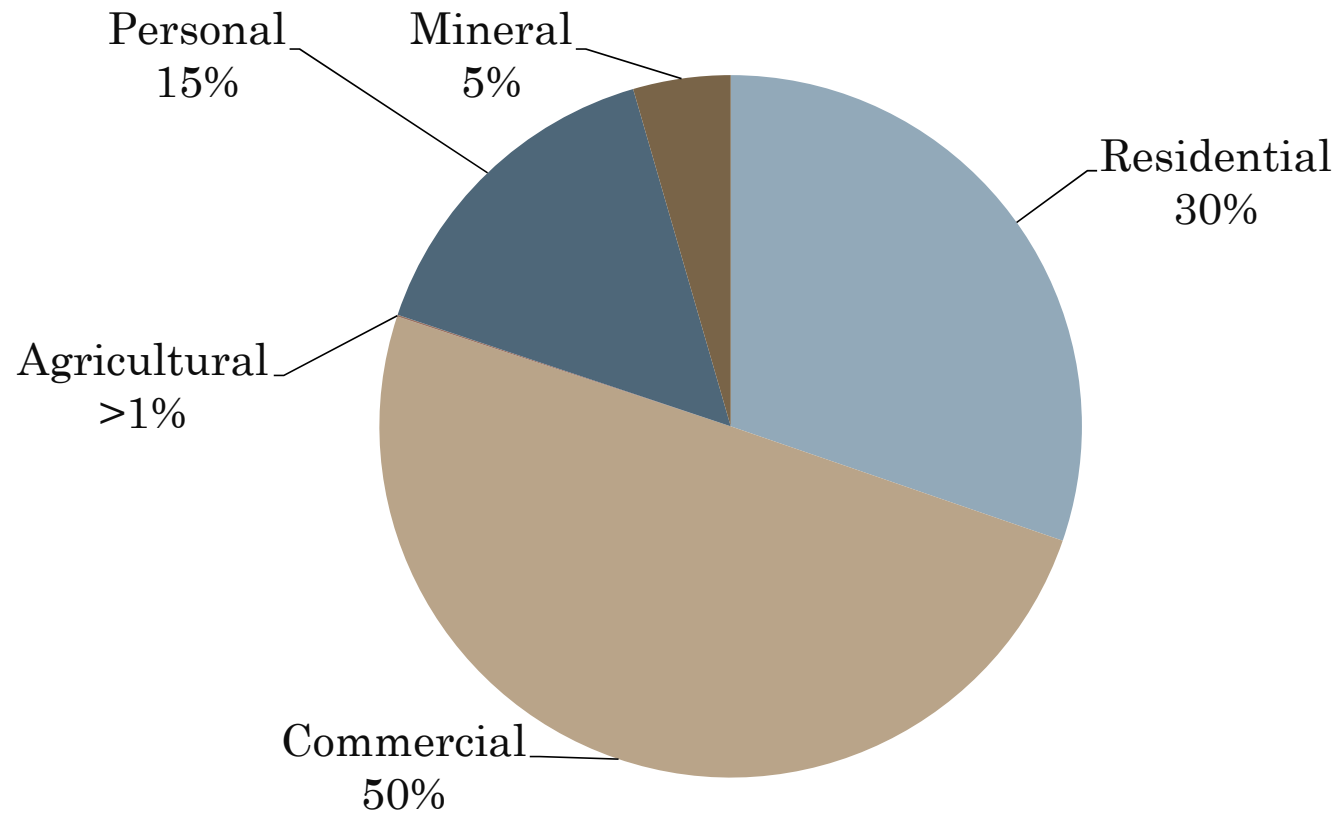
Town Administrator Comments

- New positions to handle growth and complexity
 - Additional positions needed to maintain service levels
 - Focus on managerial oversight of field operations
- Deferred and delayed services
 - Staff very careful and frugal with Town funds
 - No new service or staff without resources to support
- Continued investment in infrastructure
 - Complete design of water system capacity expansion
 - Complete easement acquisition and land purchases
 - Begin construction

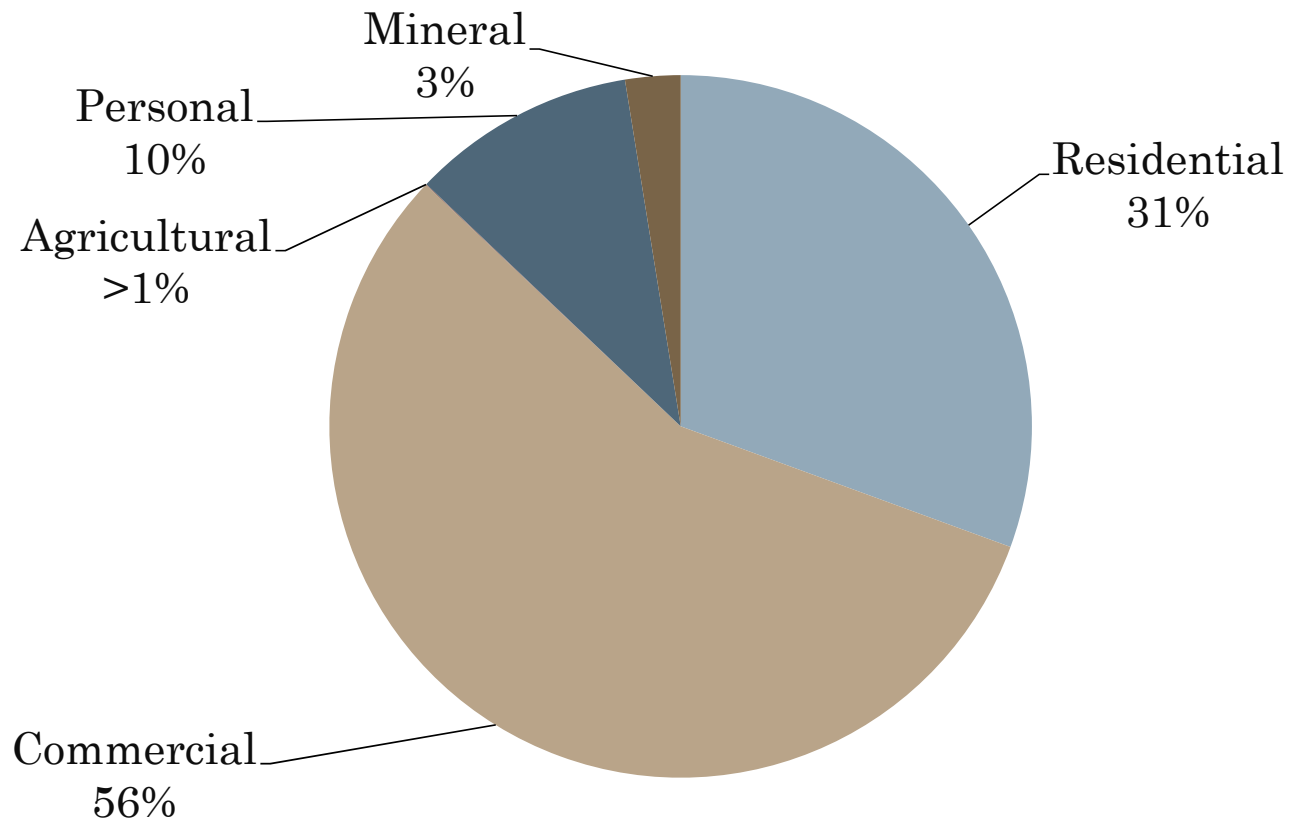
Taxable Property Value



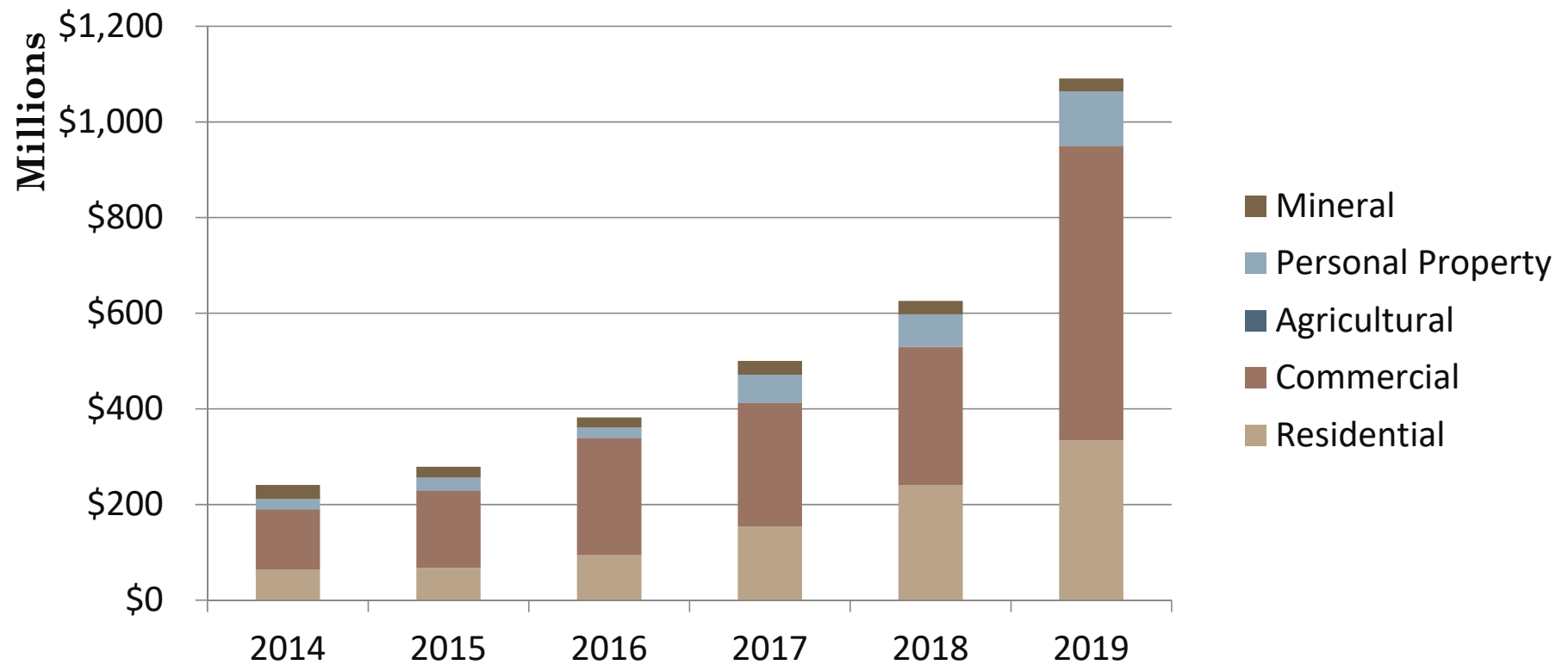
2018 Taxable Property Value



2019 Taxable Property Value



Preliminary Taxable Value



Preliminary Property Tax Rate and Property Tax Revenues

2019 Total Taxable Value	\$1,090,884,547
<u>Estimated 30% ARB Value Loss</u>	<u>\$ (336,813,511)</u>
2019 Net Taxable Value	\$ 754,071,036
<u>Proposed Tax Rate (per \$100)</u>	<u>29.5¢</u>
Estimated Tax Levy at 100%	\$ 2,224,510
Less: Debt Service	\$ (901,111)
<u>Less: TIRZ #1 Town M&O</u>	<u>\$ (138,628)</u>
Maintenance & Operations	\$ 1,323,399

Growth Indicators

	2013	2014	2015	2016	2017	2018
Assessed Value	-1.8%	4.1%	15.7%	37.0%	30.9%	25.1%
Population	2.4%	-0.5%	0.5%	23.1%	13.2%	14.0%
Water Meters	14.5%	45.8%	82.4%	64.2%	49.2%	30.4%
Police Calls for Service	5.1%	9.9%	33.0%	1.2%	16.7%	18.9%
Personnel	2.6%	0.0%	15.3%	21.1%	12.2%	11.8%

Governmental Funds

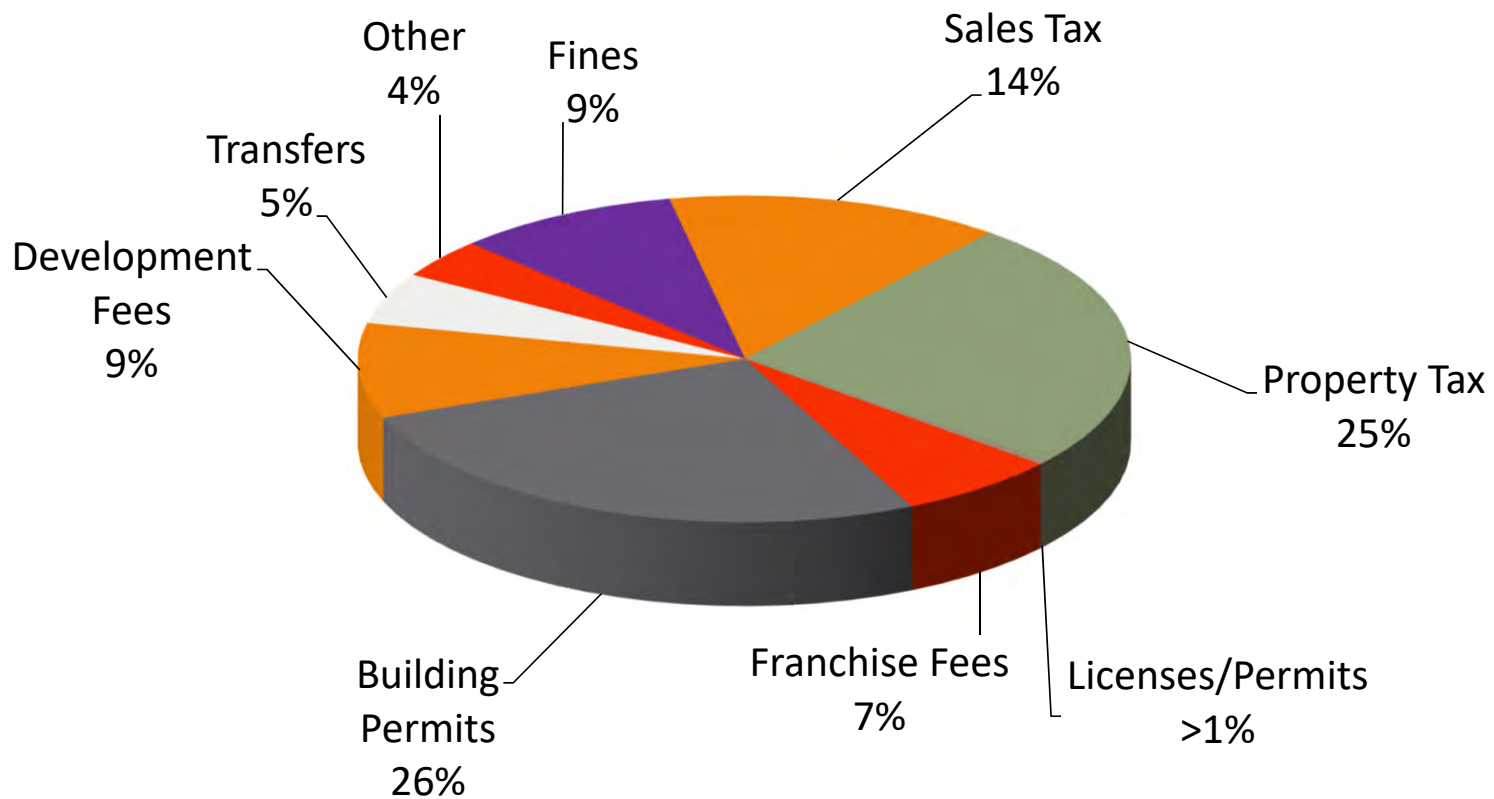
Governmental Funds are used to account for resources that are received and expended with no expectation of a specific user fee or departmental charge. These funds include:

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

General Fund

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

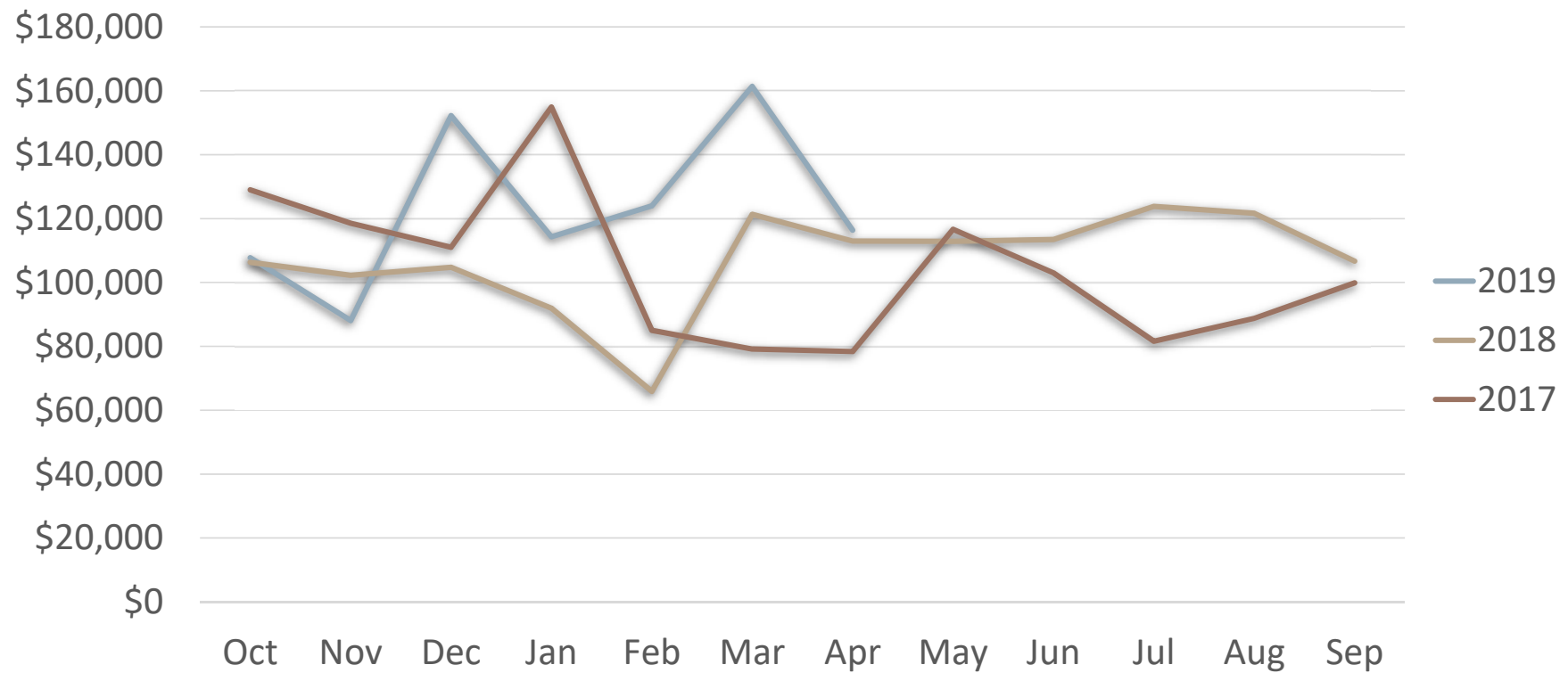
Preliminary 2019/2020 General Fund Revenues \$5,334,890



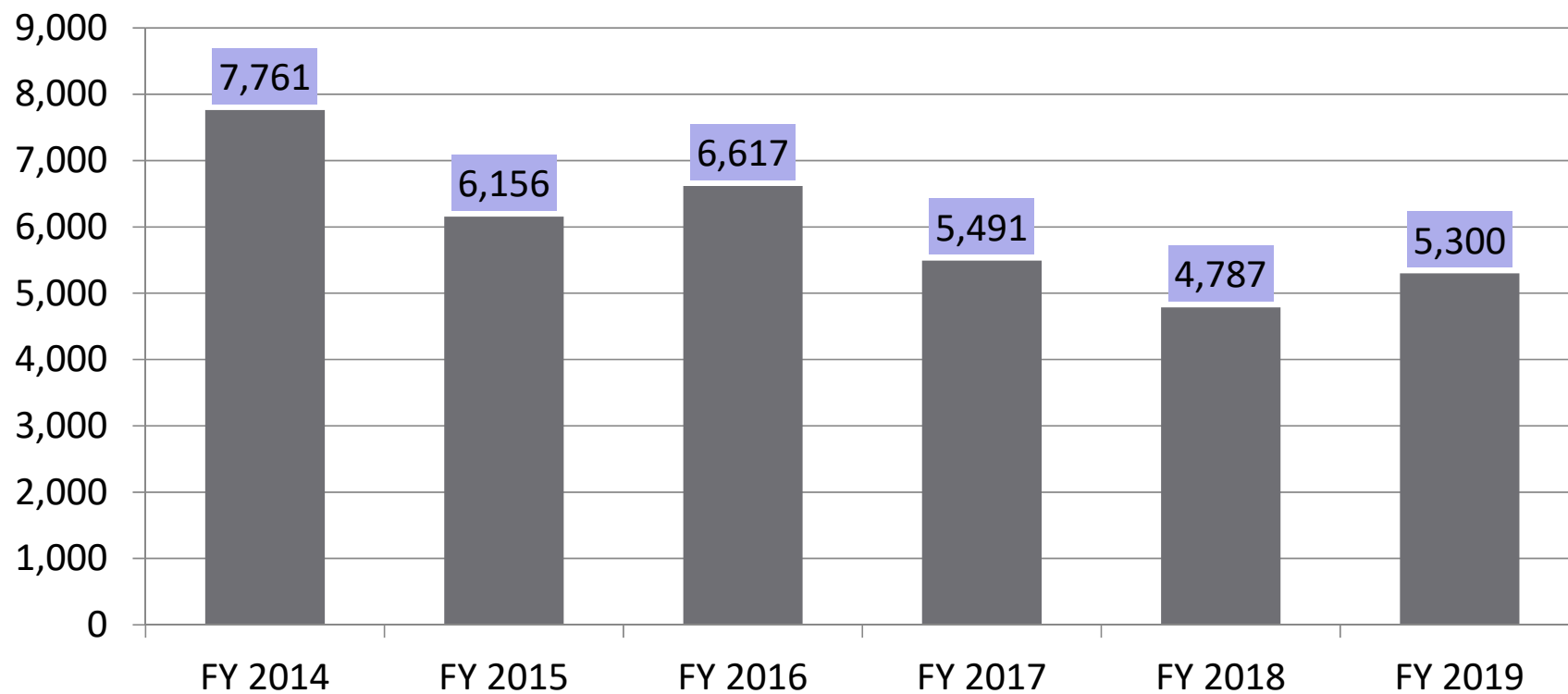
General Fund Revenues

Category	FY 2019 Projected	FY 2020 Preliminary
Court Fines	\$500,000	\$500,000
Sales/Beverage Tax	\$700,000	\$750,000
Ad Valorem Taxes	\$989,707	\$1,323,399
Permits & Registrations	\$19,550	\$22,350
Franchise Fees	\$350,000	\$360,000
Building Permits	\$1,104,500	\$1,400,000
Development Fees	\$602,500	\$500,000
Transfers In	\$270,881	\$270,881
Other	\$210,000	\$208,260
TOTAL	\$4,775,148	\$5,334,890

Monthly Sales Tax

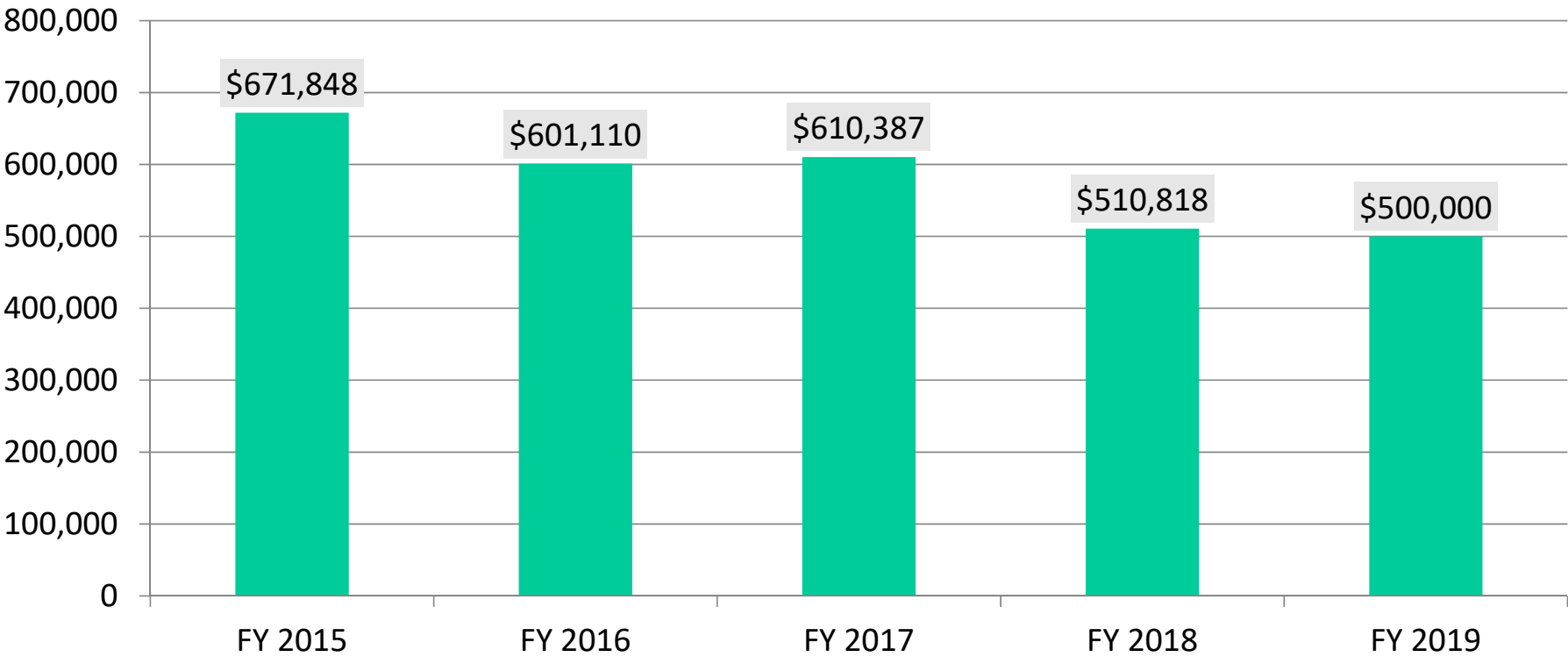


Number of Citations

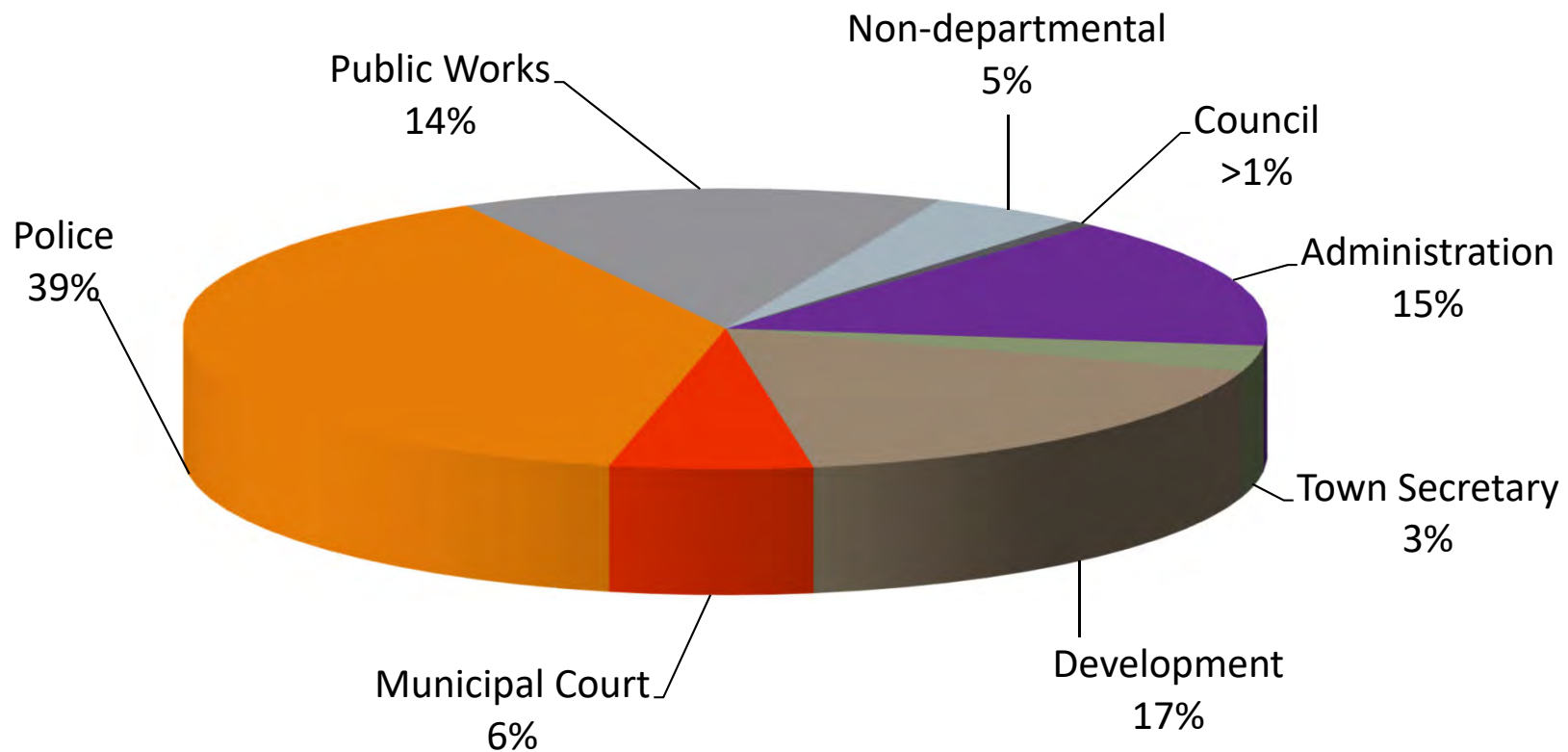


*Projected

Citation Revenue



Preliminary 2019/2020 General Fund Expenditures \$4,474,974



General Fund Expenditures

Category	FY 2019 Projected	FY 2020 Preliminary
Payroll & Benefits	\$2,717,790	\$2,822,555
Supplies	\$171,513	\$186,230
Maintenance	\$210,111	\$231,180
Utilities	\$22,775	\$23,115
Services	\$1,274,070	\$1,211,894
Capital Outlay/Leases	\$6,000	\$0
Transfers Out	\$0	\$0
SUBTOTAL	\$4,402,258	\$4,474,974
Budget Requests	\$600,000	\$871,123
TOTAL	\$5,002,258	\$5,346,097

Public Safety Cost Center

Resource	FY 2019	FY 2020
Property Tax	\$989,707	\$1,323,399
Sales Tax	\$700,000	\$750,000
Court Fines	\$500,000	\$500,000
Service Contracts	\$137,000	\$150,000
Total	\$2,326,707	\$2,723,399

Department	FY 2019	FY 2020
Police	\$1,844,099	\$1,909,295
Municipal Court	\$286,775	\$290,375
Total	\$2,130,874	\$2,199,670

Public Works/Development Cost Center

Resource	FY 2019	FY 2020
Franchise Fees	\$350,000	\$360,000
Building Permits	\$1,104,500	\$1,400,000
Development Fees	\$602,500	\$500,000
Total	\$2,057,000	\$2,260,000

Department	FY 2019	FY 2020
Development Services	\$621,064	\$863,514
Public Works	\$667,187	\$695,287
Total	\$1,288,251	\$1,558,801

Administration Cost Center

Resource	FY 2019	FY 2020
Transfers	\$270,881	\$270,881
Other	\$73,000	\$58,260
Cost Centers	\$964,582	\$1,224,928
Total	\$1,308,463	\$1,554,069

Department	FY 2019	FY 2020
Mayor and Council	\$33,180	\$33,180
Administration/Finance	\$709,256	\$729,476
Town Secretary	\$143,491	\$143,491
Non-departmental	\$97,206	\$223,646
Total	\$983,133	\$1,129,793

Projected 2018/2019 Fund Transfers

Transfers in FY 2019	Amount
<u>Building Services</u>	
Police Finish-Out	\$350,000
Security System	\$150,000
Architectural Services	\$50,000
<u>Information Services</u>	
Telecommunications/IT	\$50,000
Total	\$600,000

Preliminary 2019/2020 Police Budget Requests

Police Requests	Amount
Police Building Lease	\$129,030
Public Safety Officer	\$47,900
Officer	\$88,985
Captain	\$117,745
Equipment Services Increase	\$40,000
Police Parking Lot Fence	\$50,000
Police Office Furniture	\$75,000
Patrol Car Video Retrofit	\$7,100
Total - Police	\$555,760

Police Enhancements

- Public Safety Officer
 - Civilian position
 - Provides support to investigations, evidence, property and vehicle maintenance
 - Frees up licensed officers
- Police Officer
 - Uniformed position
 - Licensed peace officer
 - 12-18 month recruitment and training lead time

Police Enhancements (cont.)

- Police Captain
 - Uniformed position
 - Licensed peace officer
 - Provides managerial oversight of field operations
- Equipment Services Increase
 - Self-funded replacement & new vehicle purchases
 - Increase needed to adequately fund police purchases
 - Captain's vehicle
 - Replacement vehicles (2)
- Police Car Video System Retrofit
 - Upgrades all patrol cars to new system

Police Enhancements (cont.)

- Police Building Lease
 - Increased transfer to Building Fund
 - 10 months of rent, less modular building lease
- Police Building Parking Lot
 - Metal security fence around back parking lot
 - Entry and exit gates
 - Protects police vehicles and officers' personal vehicles
- Police Offices Furniture
 - Existing furniture old, damaged and mismatched

Preliminary 2019/2020 Public Works – GF Budget Requests

Public Works Requests	Amount
Superintendent (50%)	\$41,750
Public Works Crew (50%)	\$84,450
Crew Leader	
Equipment Operator	
Maintenance Worker	
Equipment Services Increase	\$25,000
Total – Public Works - GF	\$151,200

Public Works Enhancements

- Superintendent (50%)
 - Provides managerial oversight of field operations
 - Frees up director for leadership & administration
- Public Works Crew (50%)
 - Three member self-sufficient team
 - Crew Leader, Equipment Operator & Maintenance Worker
- Equipment Services Increase
 - Self-funded replacement & new vehicle purchases
 - Increase needed to adequately fund PW purchases
 - Pickup truck for superintendent
 - Crew cab for public works crew

Preliminary 2019/2020 Development Services Budget Requests

Development Services Requests	Amount
Marketing/Communications Coordinator (25%)	\$21,875
Development Permit Tracking Software	\$50,000
Total – Development Services	\$71,875

Development Svcs. Enhancements

- Marketing/Communications Coordinator (25%)
 - Split between General, EDC, CDC & HOT funds
 - Assists EDC/CDC/HOT with marketing & promotions
 - Assists all departments with social media & communications
- Development Permit Tracking Software
 - Online permit entry, payment & approval
 - Paperless, scalable, modular
 - Work order module

Preliminary 2019/2020 All Departments Budget Requests

All Departments Requests	Amount
Salary Market Adjustment 2.5%	
Range Adjustment: Officer, Equipment Operator, and Maintenance Worker	
Total – All Departments	\$92,288

Salary Adjustment

- Market adjustment
 - 2.5% across the board increase
 - Maintains 50% market position
- Range adjustment
 - Increases salary range for police officer, equipment operator, and maintenance worker
 - Helps with recruitment and retention of these positions

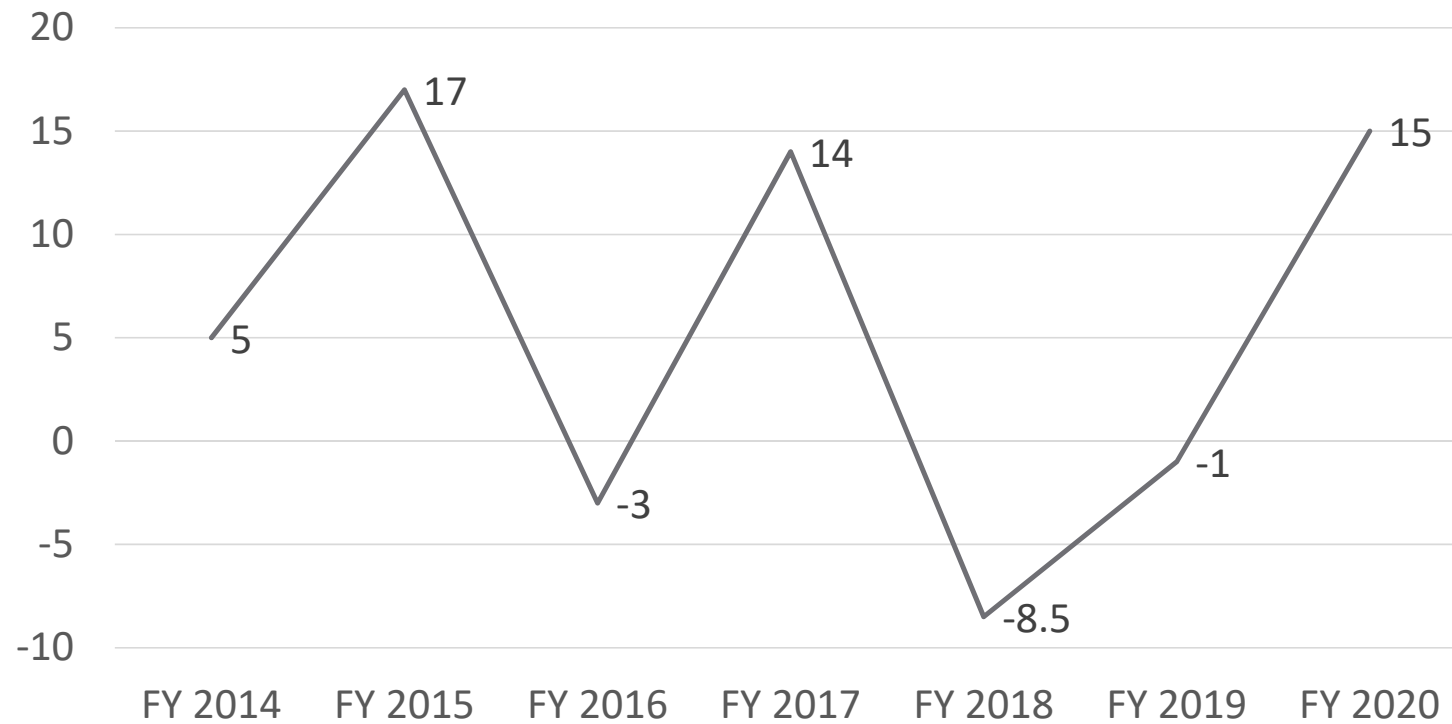
Employee Compensation

- FY 2014 – 2% COLA, range & step to 75% of 2012 Survey
- FY 2015 – 5% COLA, range & step to 100% of 2012 Survey
- FY 2016 – 2-5% COLA, range, step to 95% of 2015 Survey
- FY 2017 – 2-5% COLA, range, step to 100% of 2015 Survey, doubled achievement pay
- FY 2018 – 2-5% COLA, increased police steps from 6 to 8, added education pay
- FY 2019 – 2.5-5% COLA, market adjustments to 100% of 2018 Survey
- FY 2020 – 2.5% COLA, 7.5% range adjustments (PD & PW entry)

Health Benefits

- FY 2014 – 5% cost increase (changed provider)
- FY 2015 – 17% cost increase (offset with increased deductibles)
- FY 2016 – 3% cost decrease
- FY 2017 – 14% cost increase (offset with increased deductibles)
- FY 2018 – 8.5% cost decrease
- FY 2019 – 1% cost decrease
- FY 2020 – 15% estimated cost increase

Healthcare Cost Changes



Debt Service Fund

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

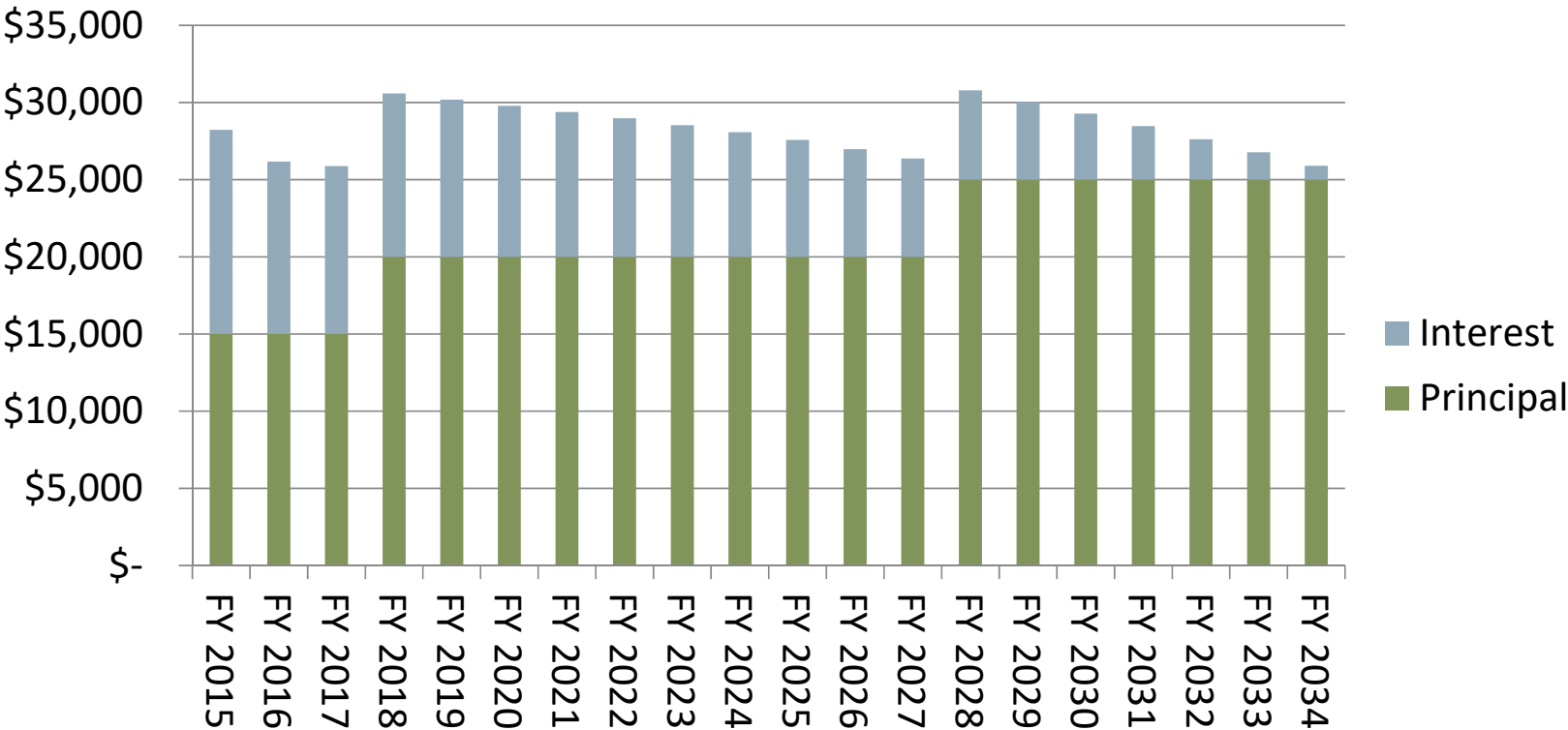
Debt Service Fund Balance

	2018 Actual	2019 Projected	2020 Preliminary
Beginning Balance	\$126,530	\$783,748	\$337,913
Revenues & Transfers	\$1,183,423	\$830,492	\$901,111
Debt Svc & Transfers	(\$526,205)	(\$1,276,327)	(\$975,306)
Rev. Over Exp.	\$657,218	(\$445,835)	(\$74,195)
Ending Balance	\$783,748	\$337,913	\$263,718

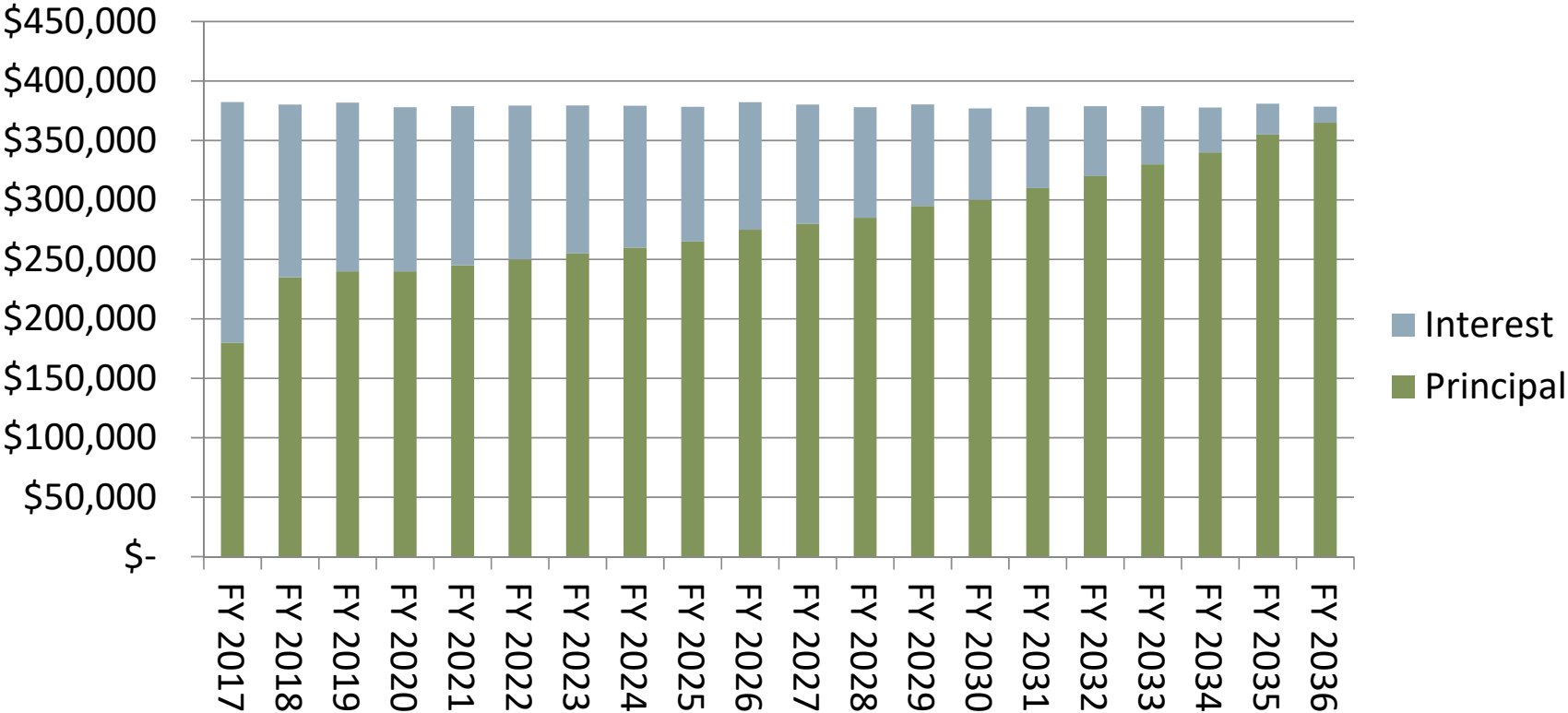
Series 2005 – CO Refinance



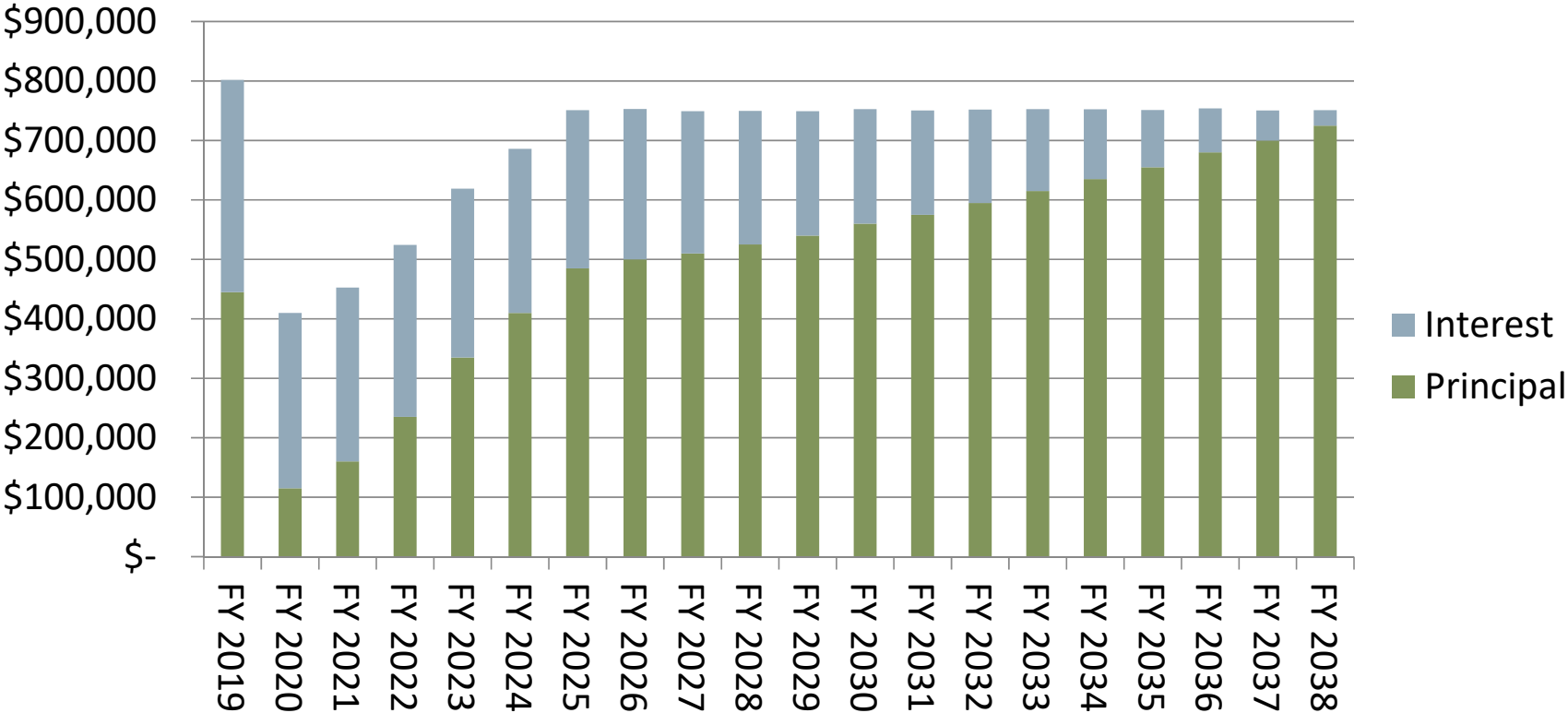
Series 2014B Certificates of Obligation



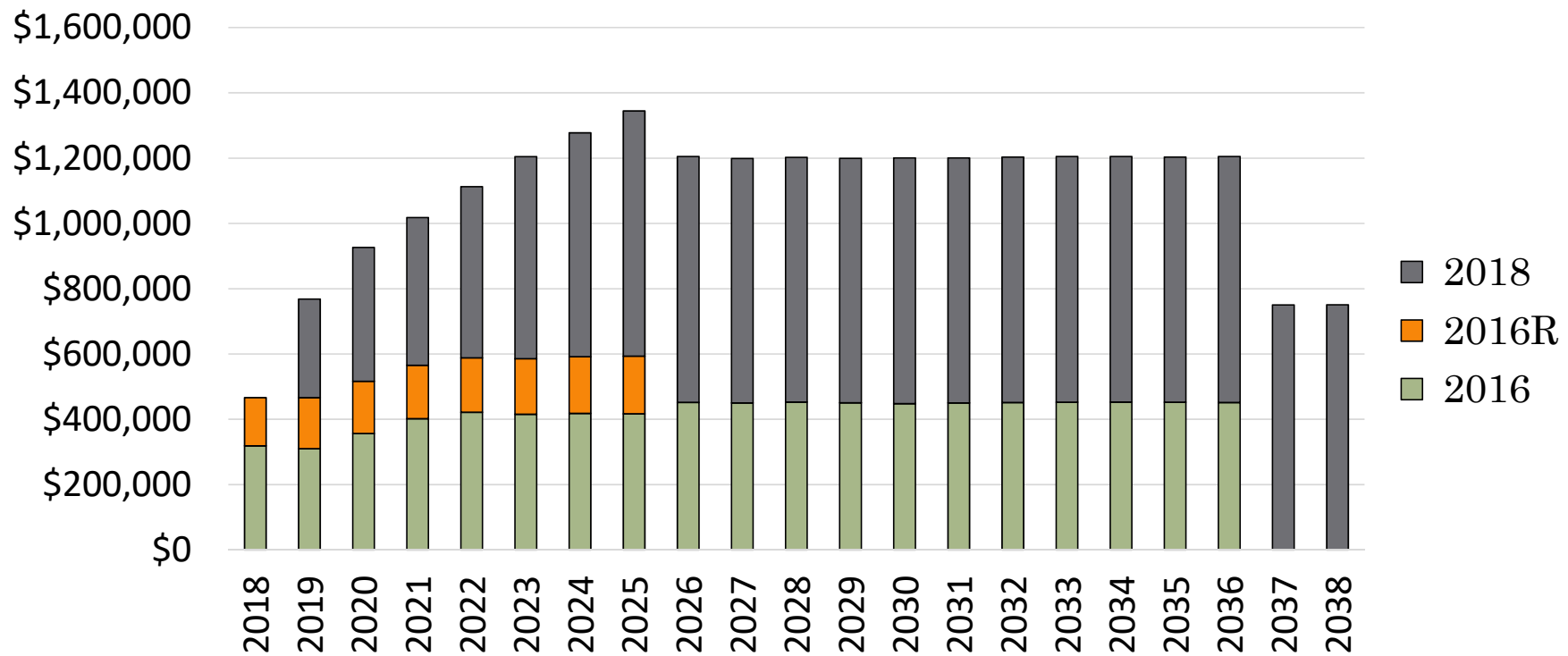
Series 2016 – Certificates of Obligation



Series 2018 – Certificates of Obligation



Total Debt Service



Types of Debt Issuance

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

Capital Project Fund

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

Capital Improvement Projects

Original Program

- Florance Road (FM 407 to Strader) - \$0.9 M
 - Construction complete
- Sam Lee Road (South of Rinker) - \$0.9 M
 - Construction complete
- Cleveland Gibbs (FM 1171 to FM 407) - \$3.2 M
 - Construction complete
- Estimated \$900,000 road funds remaining

Capital Improvement Projects

Additional Program

- Old Justin Road (Faught to 1800' east) - \$276,000
 - Full-depth reclamation
 - Upgrade existing culverts
 - 6" asphalt overlay
- Cleveland-Gibbs South ROW Acquisition - \$300,000
 - Right-of-way acquisition for road realignment
 - Drainage easement also needed
- Strader and Holder Road Base Repair - \$250,000
 - Town prep the road bed
 - County apply another chip seal

Capital Improvement Projects

- Northern Plain Water Improvements - \$3.0 M
 - Elevated storage tank
 - Water distribution lines
- Southern Plain Water Improvements - \$9.0 M
 - Elevated storage tank
 - Ground storage tank
 - Pumps and facility
 - Water distribution lines

Proprietary Funds

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

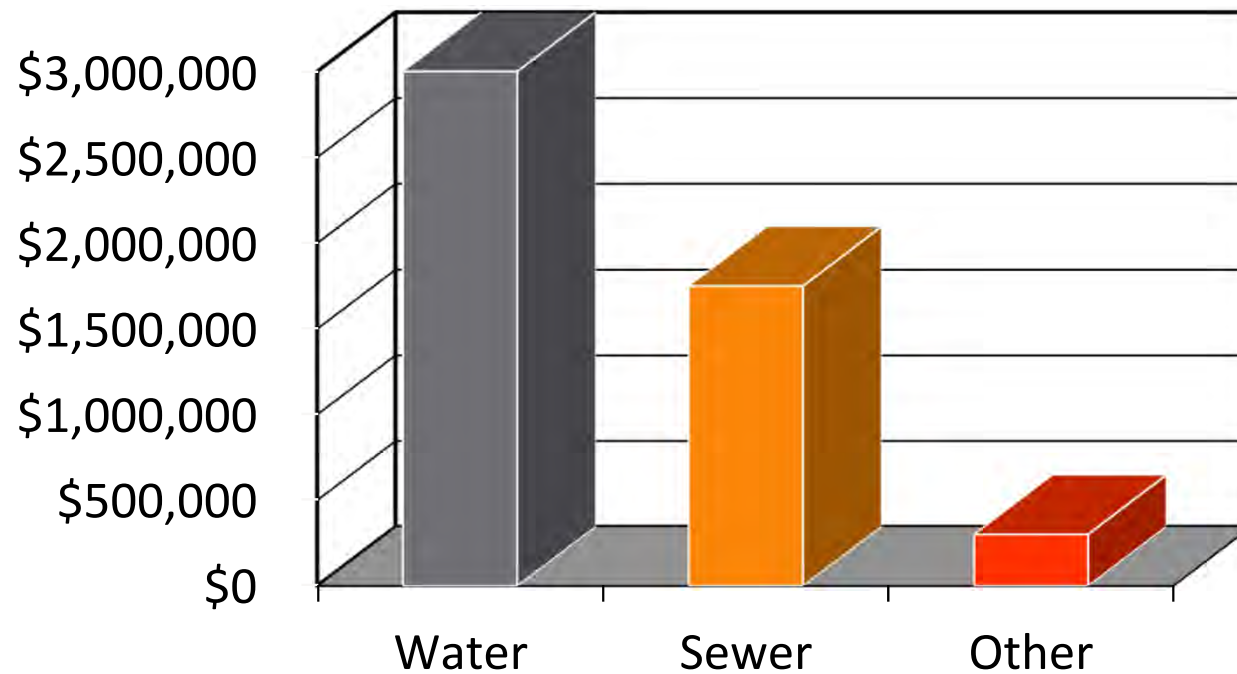
- **Enterprise Funds**
- **Internal Service Funds**

Enterprise Funds

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

- Utility Fund**

Preliminary 2019/2020 Utility Fund Revenues \$5,270,300

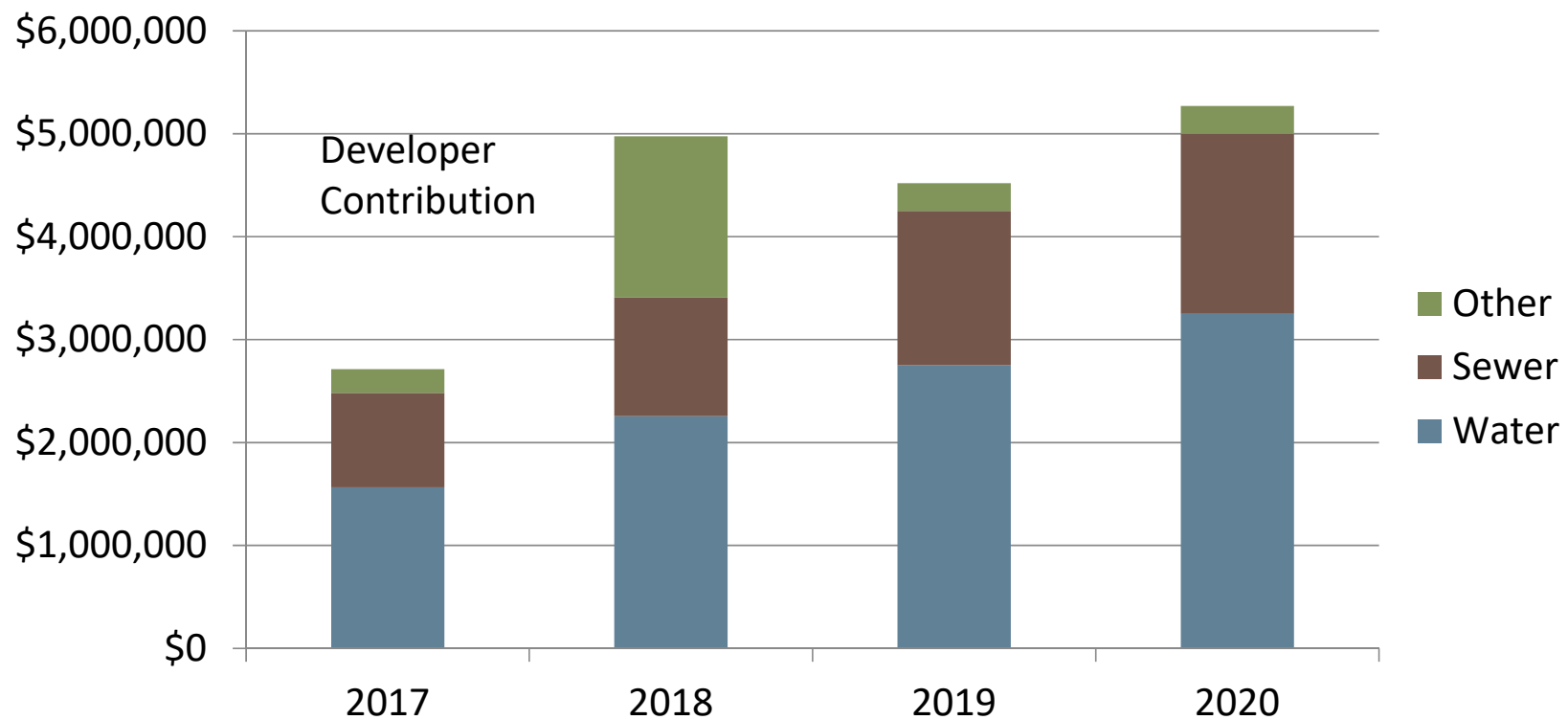


Revenues do not include pass through rate increase from Fort Worth, TRA & UTRWD

Utility Fund Revenues

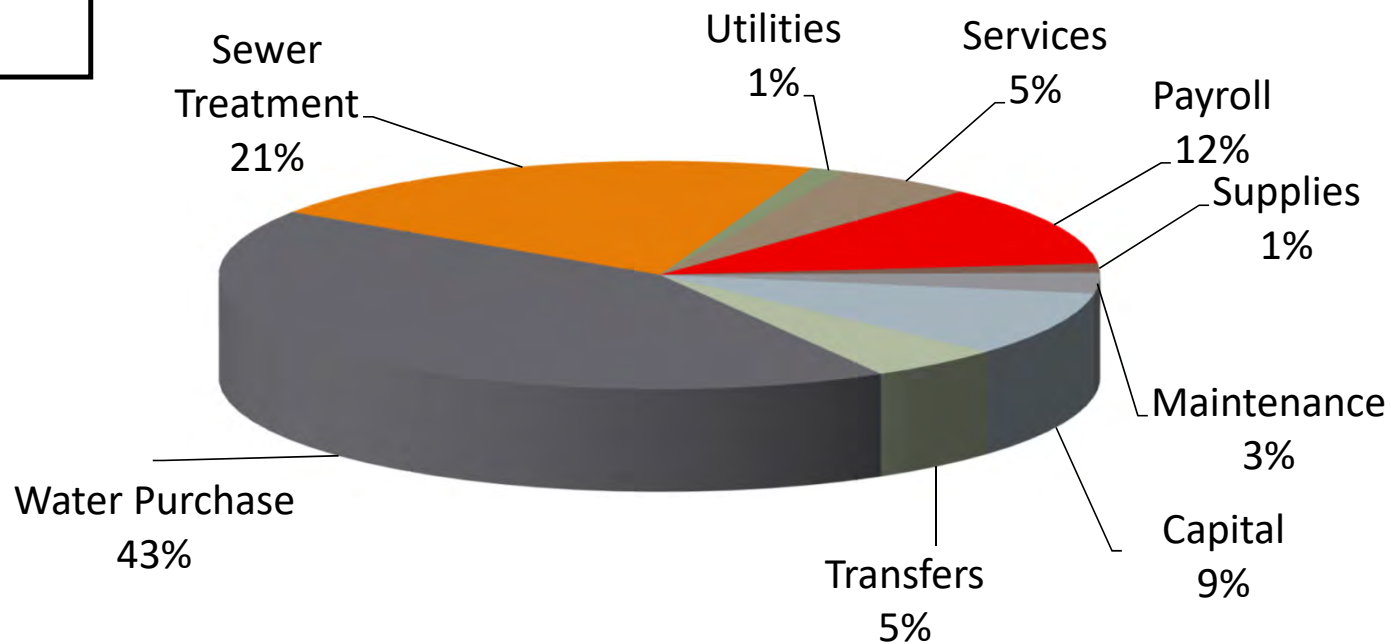
Category	FY 2019 Projected	FY 2020 Preliminary
Water Sales	\$2,750,000	\$3,250,000
Water Fees	\$250,250	\$250,250
Sewer Sales	\$1,500,000	\$1,750,000
Sewer Fees	\$20,000	\$20,000
Other	\$50	\$50
TOTAL	\$4,520,300	\$5,270,300

Utility Revenues by Service



Preliminary 2019/2020 Utility Fund Expenses \$4,692,168

Fixed Costs
65%



Utility Fund Expenses

Category	FY 2019 Projected	FY 2020 Preliminary
Payroll & Benefits	\$519,491	\$534,741
Supplies	\$65,082	\$61,082
Maintenance	\$110,185	\$138,810
Utilities	\$2,346,620	\$3,063,220
Services	\$221,015	\$236,215
Capital Outlay	\$428,100	\$428,100
Transfers	\$230,000	\$230,000
SUBTOTAL	\$3,911,493	\$4,692,168
Budget Requests	\$0	\$271,500
TOTAL	\$3,911,493	\$4,963,668

Preliminary 2018/2019 Public Works Staffing Budget Requests

Public Works Requests	Amount
Superintendent (50%)	\$41,750
Public Works Crew (50%)	\$84,450
Crew Leader	
Equipment Operator	
Maintenance Worker	
Equipment Services Increase	\$25,000
Total – Public Works Staffing	\$151,200

Preliminary 2018/2019 Public Works Equipment Budget Requests

Public Works Requests	Amount
SCADA Computer Replacement	\$60,000
Sewer Line Video Inspection	\$11,500
Generator Automatic Transfer Switch	\$39,500
Meter Reader Tablet (Second)	\$9,300
Total – Public Works Equipment	\$120,300

Public Works Equipment Request

- SCADA Computer Replacement
 - SCADA contractor has advised replacement
- Beacon Mobile Tablet with transceiver kit
 - Allows for second meter read route
- Sewer Push Camera
 - Verifies whether problem is Town or builder
- Generator Automatic Transfer Switch
 - In event of power loss, rather than manually

Internal Service Funds

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

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

Equipment Services Fund

	2018 Actual	2019 Projected	2020 Preliminary
Beginning Balance	\$130,470	\$119,175	\$78,675
Service Charges			
General Fund	\$147,000	\$147,000	\$212,000
Utility Fund	\$75,000	\$75,000	\$100,000
Other Revenue	\$35,536	\$11,500	\$12,500
Maintenance	(\$35,831)	(\$7,000)	(\$7,000)
Purchases			
Administration	(\$48,000)		
Police	(\$120,000)	(\$110,000)	(\$174,000)
Public Works	(\$65,000)	(\$157,000)	(\$120,350)
Ending Balance	\$119,175	\$78,675	\$101,825

Preliminary 2019/2020 Budget Requests

Equipment Services Request	Amount
Police Vehicles (2 Replacements)	\$135,000
Public Vehicle (New for Captain)	\$39,000
Public Works Pickup	\$35,500
Public Works Crew Cab	\$66,500
Public Works Mower	\$18,350
Total	\$294,350

Building Services Fund

	2018 Actual	2019 Projected	2020 Preliminary
Beginning Balance	\$589,702	\$133,783	\$683,823
Service Charges			
General Fund	\$94,500	\$196,180	\$298,300
Utility Fund	\$10,100	\$48,615	\$73,900
Other Funds	\$2,400	\$5,205	\$7,800
GF Transfer	\$100,000	\$550,000	
Supplies/Lease	(\$26,604)	(\$149,760)	(\$278,790)
Maintenance	(\$15,043)	(\$8,000)	(\$8,000)
Utilities	(\$10,938)	(\$15,000)	(\$15,000)
Services	(\$23,004)	(\$7,200)	(\$7,200)
Capital Outlay	(\$587,330)	(\$70,000)	(\$600,000)
Ending Balance	\$133,783	\$683,823	\$154,833

Information Technology Fund

	2018 Actual	2019 Projected	2020 Preliminary
Beginning Balance	\$89,719	\$98,416	\$71,416
Service Charges			
General Fund	\$106,000	\$106,000	\$146,500
Utility Fund	\$19,000	\$19,000	\$26,300
Other Funds	\$6,000	\$6,000	\$8,200
General Fund Transfer		\$50,000	
Maintenance	(\$8,912)	(\$16,000)	(\$16,000)
Utilities	(\$14,720)	(\$31,000)	(\$31,000)
Services	(\$98,671)	(\$111,000)	(\$111,000)
Capital Outlay		(\$50,000)	(\$100,000)
Ending Balance	\$98,416	\$71,416	\$94,316

2018/2019 Budget Calendar

Thursday, May 23	Budget Principles/Goals
Thursday, June 20	Budget Outlook
Thursday, July 11	Preliminary Budget
Thursday, July 25	Proposed Budget & Tax Rate
Thursday, August 8	Tax Rate Hearing (1 st) Budget Hearing
Thursday, August 22	Tax Rate Hearing (2 nd)
Thursday, September 12	Adopt Budget & Tax Rate



Special Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

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

**Town Council Meeting Minutes
Thursday, May 23, 2019
1500 Commons Circle, Suite 300 – Chamber Room
Northlake, Texas 76226**

1. Mayor David Rettig call the work session to order at 7:00 pm, quorum present

Council Members present: David A. Rettig, Rena Hardeman, Jimmy Lambert, Roger Sessions, Danny Simpson

Council Member absent: Brian Montini

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Thomas Hobbs, Municipal Court Judge; Micheale Lane, Court Clerk; and Shirley Rogers, Town Secretary

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

Invocation given by Dr. Matthew Harding

Mayor Rettig led the council and audience in the Pledge of Allegiance to the American Flag

2. Special Recognition

A. Mayor Rettig recognized Thomas W. Hobbs for his 20 Years of Service as Northlake's Municipal Court Judge

3. Presentation

B. Sally Aldridge, President & CEO, Northwest Metroport Chamber's Annual Update
Currently has 510+ members; winner of the Communications Excellence Award for ED website and video; 1st Place Website; 1st & 2nd Place Brochures; 3rd Place for Directories and Newsletters. Member benefits include network, promote and advocate. Sponsors the Annual Alliance Development Forum 8th Year; State of Communities-updates from each of the seven communities; membership luncheons-averaging 275+ attendees, recognize community leaders. Sponsors the Leadership Program and ED Initiatives

4. Briefing Items

C. FY 2020 Budget Principles and Goals

Drew Corn gave an overview of the budget which included the budget terms (revenues and expenditures), fund accounting (government funds, enterprises funds and special revenue funds), fund flow chart, budget calendar, property tax 'reform', Senate Bill 2 Status. Staff asked to review each of the budget scenarios and

make recommendation for their department at the request of Mayor Rettig. Scenario 1 – service reduction; Scenario 2 – current levels; Scenario 3 – maintain levels; and Scenario 4 – new services with the following departments: Town Administrator, Town Secretary, Finance, Police, Municipal Court, Public Works in General Fund and Utility Fund, Development Services, EDC and CDC

The council was briefed on budget principles to maintain fiscal responsibility while investing in Town resources and assets; ensure sustainable development thru strategic planning; attract and retain diversified business types for stable future tax base; improve, construct and maintain road, water, sewer and drainage infrastructure; attract, retain and train highly qualified and motivated personnel; validate external and internal capabilities and appropriate staffing and facilities; and utilize equipment and technology to increase productivity and efficiency. The accomplishments, short-term, mid-range and long-term objectives given on each principle

Mayor Rettig stated he had two concerns - 1) staffing; and 2) sustainability of fiscal condition to keep in mind while going thru the budget process

D. Overview Home Rule Charter Process

At Mayor Rettig's request during the recent council orientation, Drew Corn briefed the council on the Home-Rule Charter process that included the authority to create, steps involved and typical key articles included in a charter

5. Mayor Rettig called the regular meeting to order at 7:55 pm

6. Public Input

- Resident Joel McGregor commented on Item H reappointment of Municipal Judge Thomas Hobbs. Stated during his court case, Judge did not know the law and felt he was mistreated during the process. Believed the Judge to be a liability to town

7. Consent Items

Mayor Rettig pulled Item F for further discussion

E. Council Member Lambert made the motion to approve the Town Council meeting minutes of 4-25-19. 2nd by Council Member Simpson

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

F. Council Member Hardeman made the motion to approve the Town Council meeting minutes of 5-10-19 with the changes suggested by Mayor Rettig. 2nd by Council Member Lambert

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

Against: none

8. Regular Items

- G. Council Member Simpson made the motion to appoint Brian Montini as Mayor Pro-Tem for a one-year term. 2nd by Council Member Hardeman

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

- H. Appointment of Municipal Court Judge for a two-year term – Mayor Rettig moved the item to the end of the agenda

- I. Council Member Lambert made the motion to approve Ordinance No. 19-0523A, amendment to Section 1.02.001 of the Code of Ordinances by amending the start time of Town Council meetings to 6:30 pm and providing an effective date. 2nd by Council Member Simpson

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

- J. An ordinance for a zoning change from Rural Residential (RR) to C-PD Commercial Planned Development for Hillwood Communities Case PD-19-001 (Self-storage)

Nathan Reddin gave an overview of the proposed zoning request

Mark Miller, Vice President of Retail, Hillwood Properties representing the developer, gave a brief presentation and took questions from council

- i. Mayor Rettig opened the public hearing at 8:25 pm to hear comments for or against the proposed zoning change

- Bruce McDonald, resident of Canyon Falls, stated he was against the proposed zoning request, neighbors haven't been told what the developer plans to do with the rest of the property
- Lena Paulaskas, resident of Canyon Falls, read a letter from her ten-year old child saying not good or fair to build this next the Cleveland Gibbs Rd. Construction would be noisy and people moved to Canyon Falls for the quietness of the area. Questioned who would pay for the widening of the road. Would hate to lose the beautiful view
- Ryan Armstrong, resident of Canyon Falls stated he was against the proposed zoning change, did not want storage buildings, negatives outweigh the positives

Mayor Rettig closed the public hearing at 8:31 pm

Mayor Rettig stated as a resident of Canyon Falls, he would remain neutral on the proposed zoning request. Stated 80-100 residents attended a HOA meeting with Hillwood giving a presentation on the zoning change request. Followed up with a Facebook survey, 19 – noes; 1 - for; 1 commented good use

for start on projects on site; 5 - as long as it avoids a worse fate of the land; 8 - thought the quality of build was a step up, good looking facility

Council Member Sessions commented he has not heard from a single person who is in favor of the proposed zoning change but heard from several people against

Council Member Hardeman stated she have received 3 emails stating opposition to the requested zoning. She asked if the residents within two hundred feet were notified and what was the response

Nathan Reddin, Development Director, received five notification response forms from residents stating they were opposed to the zoning request but only 1 of the resident's form was within the 200 ft notification area

- ii. Council Member Hardeman made the motion to deny Ordinance No. 19-0523B. 2nd by Council Member Lambert

Vote: motion to deny passed
For: Hardeman, Lambert, Sessions
Against: Simpson

- K. Council Member Sessions made the motion to approve Resolution No. 19-11 appointing voting directors Edward Bogel and Tim Scott Coltart to serve a four term each expiring on August 9, 2023 for Northlake Municipal Management District No. 1 of Denton County pursuant to Section 375.064 of the Texas Local Government Code. 2nd by Council Member Lambert

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

Mindy Koehn, Attorney with Coats & Rose represented the District was present

- L. Council Member Sessions made the motion to reappoint the following to the Northlake Economic Development Corporation Board of Directors: Linda King, Marie Amarante, Bill Moore and the Northlake Community Development Board of Directors: Michele Newby, Todd DiPietro, Tom Dudark, Laura McGregor for two-year term expiring on May 31, 2021. 2nd by Council Member Hardeman

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

9. Executive Session

By general consent, Mayor Rettig convened the council into closed session at 8:53pm to discuss the items listed below:

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

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

- 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (c) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
 - (d) Eminent domain actions to obtain right-of-way out of a certain 3.05-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
- b. 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 3.05-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 551.087 Economic Development negotiations for Hotel Conference Center Incentives
- d. Section 551.074 Personnel Matters – Municipal Court Judge

10. Mayor Rettig reconvened the council into Open Session at 9:31 pm

11. No action taken on 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 .2707 acres of a certain 3.05 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

Mayor Rettig returned to Item H - Regular Items

- H. Council Member Simpson made the motion to re-appoint Thomas W. Hobbs as Municipal Court Judge for a two-year term. 2nd by Council Member Lambert

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

12. By general consent, Mayor Rettig adjourned the meeting at 9:32 pm

Passed and approved on this the 20th day of June 2019

Town of Northlake, Texas

David A. Rettig

Attest:

Shirley Rogers, Town Secretary

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: June 20, 2019
Re: Public Funds Investment Act Review and Adoption

Per Chapter 2256 of the Texas State Government Code (also known as the Public Funds Investment Act), a municipality is required to adopt an investment policy and review the policy annually. The statute goes on to say that the policy must be: written; primarily emphasize safety of principal and liquidity; and address investment diversification, yield, and maturity and the quality and capability of investment management.

Staff has reviewed the policy and has no recommended revisions for this year. For your review and consideration, please find the Northlake Investment Policy 2019.

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



TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 19-12

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

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

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

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

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

SECTION 1. The Town Council has reviewed and hereby adopts the Town of Northlake Investment Policy June 13, 2019, including all revisions and changes required under State law or recommended by Town staff. This investment policy replaces the investment policy dated June 2018.

PASSED AND APPROVED THIS THE 20TH DAY OF JUNE 2019

TOWN OF NORTHLAKE, TEXAS

David A. Rettig

ATTEST:

Shirley Rogers, Town Secretary

INVESTMENT POLICY TOWN OF NORTHLAKE, TEXAS

I. POLICY STATEMENT

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

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

II. SCOPE

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

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

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

III. OBJECTIVES AND STRATEGY

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

Safety of Principal

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

Suitability

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

Liquidity

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

Diversification

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

Yield

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

Marketability

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

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

IV. LEGAL LIMITATIONS, RESPONSIBILITIES AND AUTHORITY

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

V. DELEGATION OF INVESTMENT AUTHORITY

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

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

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

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

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

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

Authorization Resolution

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

VI. PRUDENCE

The standard of prudence to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states: "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the expected income to be derived."

Monitoring of Investment Portfolio

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

Limitation of Personal Liability

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

VII. INTERNAL CONTROLS

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

Cash Flow Forecasting

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

VIII. AUTHORIZED INVESTMENTS

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

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

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

Competitive Bidding Requirement

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

Delivery versus Payment

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

Ratings Downgrade

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

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

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

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

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

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

X. DIVERSIFICATION AND MATURITY LIMITATIONS

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

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

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

XI. SAFEKEEPING AND COLLATERALIZATION

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

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

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

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

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

XII. PERFORMANCE EVALUATION AND REPORTING

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

XIII. DEPOSITORIES

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

XIV. INVESTMENT POLICY ADOPTION BY COUNCIL

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

XV. COMPLIANCE AUDIT

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

STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

Name of Agency: Northlake Police Department
--

hereinafter referred to as "Agency".

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

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

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

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

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

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

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

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2019** and ending on **September 30, 2020**.

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

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

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

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

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

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

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

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

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

Name of Agency:	Northlake Police Department
Contact Person	Robert Crawford, Chief of Police
Address	1400 FM 407
City, State, Zip	Northlake, TX 76247
Telephone	940-648-4804 x 231
Email	rcrawford@town.northlake.tx.us

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

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

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

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

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

Costs by Workload

EXHIBIT A

	A	B	C	E	F	G
1	Column1	Column2	Column3	Co		
2	FY 19-20 Dispatch Costs					
3	FY Budget	\$3,351,172.00				
4	1/2 Budget Amount	\$1,675,586.00				
5	Agency	% Workload *	Cost by Workload			
6	ARGYLE PD	0.988%	\$16,552			
7	AUBREY PD	1.722%	\$28,847			
8	BARTONVILLE PD	0.322%	\$5,399			
9	CORINTH PD	5.474%	\$91,720			
10	DOUBLE OAK PD	0.262%	\$4,389			
11	HICKORY CREEK PD	1.754%	\$29,387			
12	JUSTIN PD	0.851%	\$14,257			
13	KRUM PD	1.180%	\$19,775			
14	LAKE DALLAS PD	3.081%	\$51,619			
15	LITTLE ELM PD	10.334%	\$173,151			
16	NCTC PD	0.000%	\$0			
17	NORTHEAST PD	1.324%	\$22,177			
18	NORTHLAKE PD	1.809%	\$30,306			
19	OAK POINT PD	1.752%	\$29,360			
20	PILOT POINT PD	0.920%	\$15,416			
21	PONDER PD	0.321%	\$5,377			
22	SANGER PD	2.203%	\$36,905			
23	TROPHY CLUB PD	2.456%	\$41,154			
24	ARGYLE FD	0.792%	\$13,276			
25	AUBREY FD	1.729%	\$28,975			
26	DOUBLE OAK VFD	0.000%	\$0			
27	JUSTIN FD	0.000%	\$0			
28	KRUM FD	0.686%	\$11,497			
29	LAKE CITIES FD	1.661%	\$27,836			
30	LITTLE ELM FD	2.011%	\$33,703			
31	OAK POINT FD	0.382%	\$6,404			
32	PILOT POINT FD	0.600%	\$10,054			
33	PONDER VFD	0.000%	\$0			
34	SANGER FD	0.985%	\$16,507			
35	TROPHY CLUB FD	0.476%	\$7,971			
36	WATER DISTRICT	1.182%	\$19,809			
37	OTHER	8.04%	\$134,767 *			
38	SHERIFF'S OFC *	44.700%	\$2,424,578 *			
39	Totals	100.000%	\$3,351,169			
40						
41						
42	*SHERIFF'S OFFICE costs- Includes "OTHER" + Discounted Activity which is reduced from other entities total costs, as well as the remaining 1/2 of the total Communications Adopted Budget which other entities are not billed for at this time.					
43						
44						
45						
46						
47	Volunteer Agencies					

Exhibit C

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2019-2020**

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

This document constitutes an agreement between the following parties:

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

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

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

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

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

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

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

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

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

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Robert Crawford**

Title: **Chief of Police**

Date: _____

Exhibit B

2019-20 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Northlake Police Department
Payment Contact Person:	Chief Robert Crawford
Phone Number:	940-648-4804 x 231
Address:	1400 FM 407
City, State, Zip	Northlake, TX 76247
AGENCY TOTAL AMOUNT DUE	\$ 30,306.00

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

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

Payment Plan Options

Agency MUST
Select One
Payment Option

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



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: June 20, 2019
Re: Preliminary Plat for Harvest Phase 4B, 4C, 5 & 6 (PP-19-001)

Purpose: To consider approval of a Preliminary Plat of Harvest Phase 4B, 4C, 5 & 6, a subdivision consisting of 474 single-family residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 118.673-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of Old Justin Road between Cleveland-Gibbs Road and Harvest Way.

Owner/Applicant/Developer: Belmont 407, LLC & Harvest Phase 4, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Background: The area of this preliminary plat was originally preliminary platted as Harvest Phases 4B, 5 & 8 on May 10, 2018. The preliminary plat provided for the next phases and a future phase of Harvest, and it completed preliminary platting for the far north portion of the Harvest development located north of Old Justin Road and east of Cleveland-Gibbs Road. Since the preliminary plat was approved, the final plat for Phase 4B was approved by Town Council on November 8, 2018. A final plat for Phase 4C, a portion of the area identified as Phase 5 on the original preliminary plat, was approved by Town Council on March 28, 2019. Phase 4B is under construction with utility installation underway, and work on Phase 4C has not yet begun. The development of this preliminary plat area is subject to the Harvest Development Code of the Development Agreement approved by Town Council on September 27, 2012.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The preliminary plat is comprised of 485 total lots with 474 single-family residential lots and 11 non-residential/open space lots. The “nonresidential/open space lots” are lots dedicated for open spaces and amenities.

This preliminary plat will replace the previously approved preliminary plat for Phases 4B, 5 & 8. The purpose of the new preliminary plat is to update the phasing plan and portions of the lot layout, primarily between 17th and 18th Streets west of Treeline Drive and lots fronting Sunflower Drive between 17th and 20th Streets. This preliminary plat also does not include the Argyle West Elementary school site which was included in the original preliminary plat. The school site was not included because it has already been final platted and requires no changes.

The entire area of this preliminary plat is within Zone 3 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions. It also provides 13.96% open space exceeding the minimum open space of 13.5% required by the development agreement.

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

Attachments:

- Harvest Phases 4B, 5 & 8 – Preliminary Plat (original being replaced)
- Harvest Phase 4B, 4C, 5 & 6 – Preliminary Plat (new plat to replace original)

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°50'30" W	119.95'
L2	N 44°50'30" W	14.14'
L3	N 89°50'30" W	54.00'
L4	S 45°09'30" W	14.14'
L5	N 44°50'30" W	14.14'
L6	N 89°50'30" W	60.00'
L7	S 45°09'30" W	14.14'
L8	N 44°51'57" W	19.78'
L9	S 90°00'00" W	61.02'
L10	N 89°36'32" E	23.00'
L11	S 45°23'28" E	14.14'
L12	N 44°36'32" E	14.14'
L13	N 46°52'07" W	14.50'
L14	S 42°52'28" W	13.71'
L15	S 45°06'59" E	14.21'
L16	N 44°53'01" E	14.07'
L17	N 89°36'32" E	23.00'
L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'58" E	11.12'
L26	N 44°50'30" W	14.14'
L27	S 45°09'30" W	14.14'
L28	N 44°50'30" W	14.14'
L29	S 45°09'30" W	14.14'
L30	S 44°51'57" W	35.37'
L31	N 45°08'03" E	35.34'
L32	N 44°51'57" W	35.37'
L33	S 44°50'30" E	14.14'
L34	N 45°09'30" E	14.14'
L35	N 44°50'30" W	14.14'
L36	S 45°09'30" W	14.14'
L37	S 44°50'30" E	14.14'
L38	N 45°09'30" E	14.14'
L39	S 45°09'30" W	14.14'
L40	N 44°50'30" W	14.14'
L41	S 45°09'30" W	14.14'
L42	S 44°50'30" E	14.14'
L43	N 44°50'30" W	14.14'
L44	N 45°09'30" E	14.14'
L45	N 44°50'30" W	14.14'
L46	N 45°09'30" E	14.14'
L47	S 44°50'30" E	14.14'
L48	N 45°09'30" E	14.14'
L49	N 89°50'30" W	23.00'
L50	S 44°50'30" E	14.14'
L51	S 45°09'30" W	14.14'
L52	S 44°50'30" E	14.14'
L53	S 45°09'30" W	14.14'
L54	N 46°26'21" W	13.74'
L55	N 43°43'29" E	14.49'
L56	S 45°54'06" E	13.88'
L57	S 44°12'25" W	14.38'
L58	N 44°50'30" W	14.14'
L59	N 45°09'30" E	14.14'
L60	N 44°50'30" W	14.14'
L61	N 43°25'47" E	13.71'
L62	S 44°50'30" E	14.14'
L63	N 45°09'30" E	14.14'
L64	S 45°09'30" W	14.14'
L65	N 44°50'30" W	14.14'
L66	N 89°50'30" W	23.00'
L67	S 45°09'30" W	14.14'
L68	N 44°50'30" W	14.14'
L69	N 45°09'30" E	14.14'
L70	N 44°50'30" W	14.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L71	S 44°51'29" W	14.07'
L72	S 45°08'31" E	14.22'
L73	N 40°25'34" E	15.26'
L74	S 48°09'43" E	13.30'
L75	S 41°03'53" W	14.84'
L76	N 50°02'09" W	13.17'
L77	S 52°04'39" E	13.56'
L78	S 37°50'00" W	14.72'
L79	N 50°29'37" W	13.97'
L80	N 39°28'01" E	14.33'
L81	S 45°08'31" E	14.22'
L82	S 44°51'29" W	14.07'
L83	S 45°08'31" E	14.22'
L84	S 44°51'29" W	14.07'
L85	N 44°50'30" W	14.14'
L86	S 45°09'30" W	14.14'
L87	N 48°26'08" W	13.23'
L88	S 40°43'02" W	15.19'
L89	N 40°59'11" E	14.96'
L90	S 49°32'41" E	13.19'
L91	N 45°09'30" E	14.14'
L92	N 44°50'30" W	14.14'
L93	S 45°09'30" W	14.14'
L94	S 44°50'30" E	14.14'
L95	N 45°09'30" E	14.14'
L96	S 44°50'30" E	14.14'
L97	N 45°09'30" E	14.14'
L98	S 44°50'30" E	14.14'
L99	N 44°50'30" W	14.14'
L100	S 45°09'30" W	14.14'
L101	N 45°08'03" E	35.34'
L102	N 45°27'36" W	35.73'
L103	S 45°09'30" W	14.14'
L104	S 44°50'30" E	14.14'
L105	N 45°09'30" E	14.14'
L106	N 44°50'30" W	14.14'
L107	S 44°50'30" E	14.14'
L108	N 45°09'30" E	14.14'
L109	S 45°09'30" W	14.14'
L110	S 44°50'30" E	14.14'
L111	N 45°09'30" E	14.14'
L112	N 44°50'30" W	14.14'
L113	S 44°50'30" E	14.14'
L114	S 45°09'30" W	14.14'
L115	S 44°50'30" E	14.14'
L116	N 45°09'30" E	14.14'
L117	S 44°50'30" E	14.14'
L118	N 45°09'30" E	14.14'
L119	N 44°50'30" W	14.14'
L120	N 45°09'30" W	14.14'
L121	S 44°50'30" E	14.14'
L122	S 45°09'30" W	14.14'
L123	S 35°33'09" E	13.89'
L124	N 59°28'17" E	12.98'

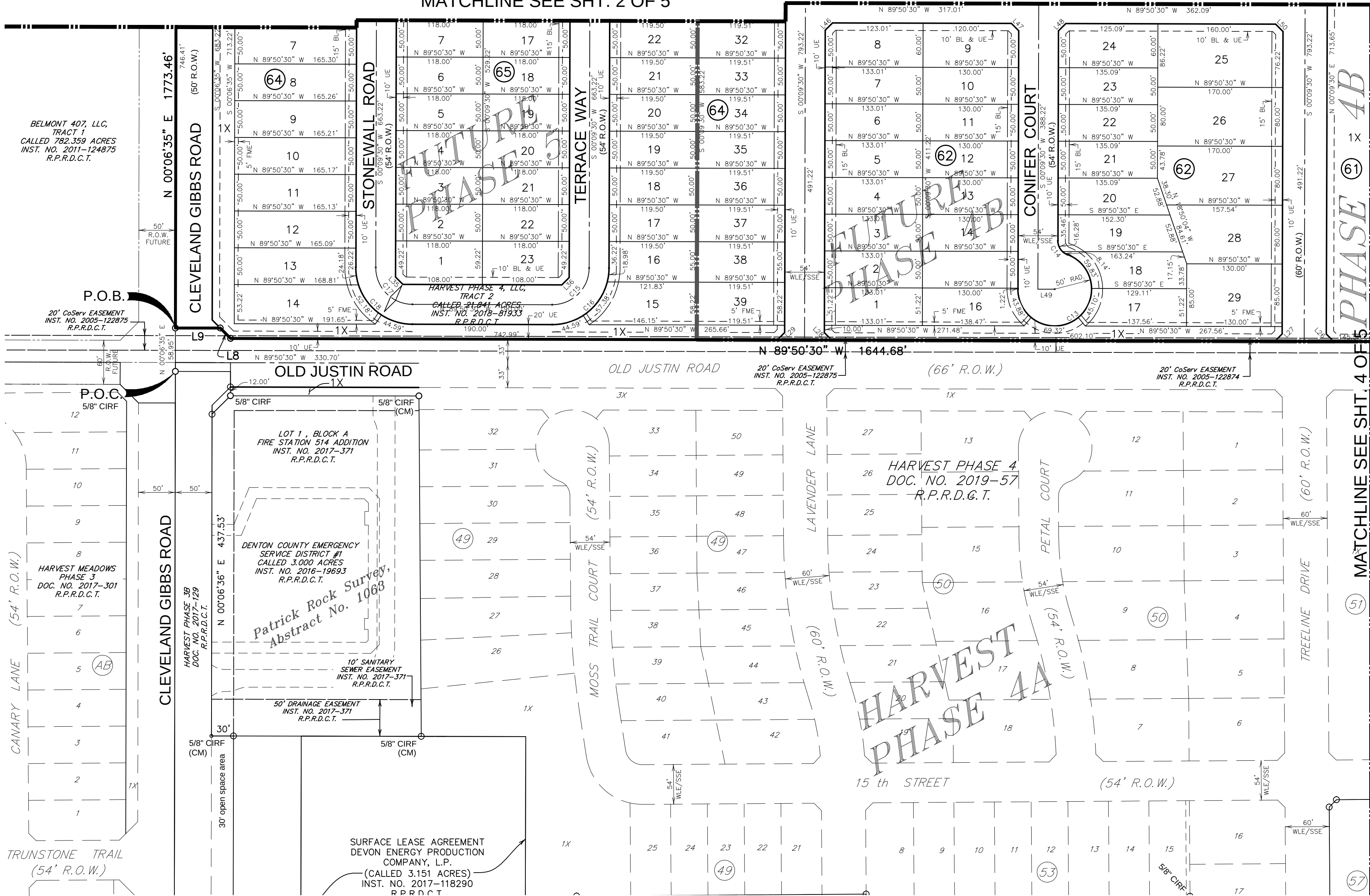
CURVE TABLE

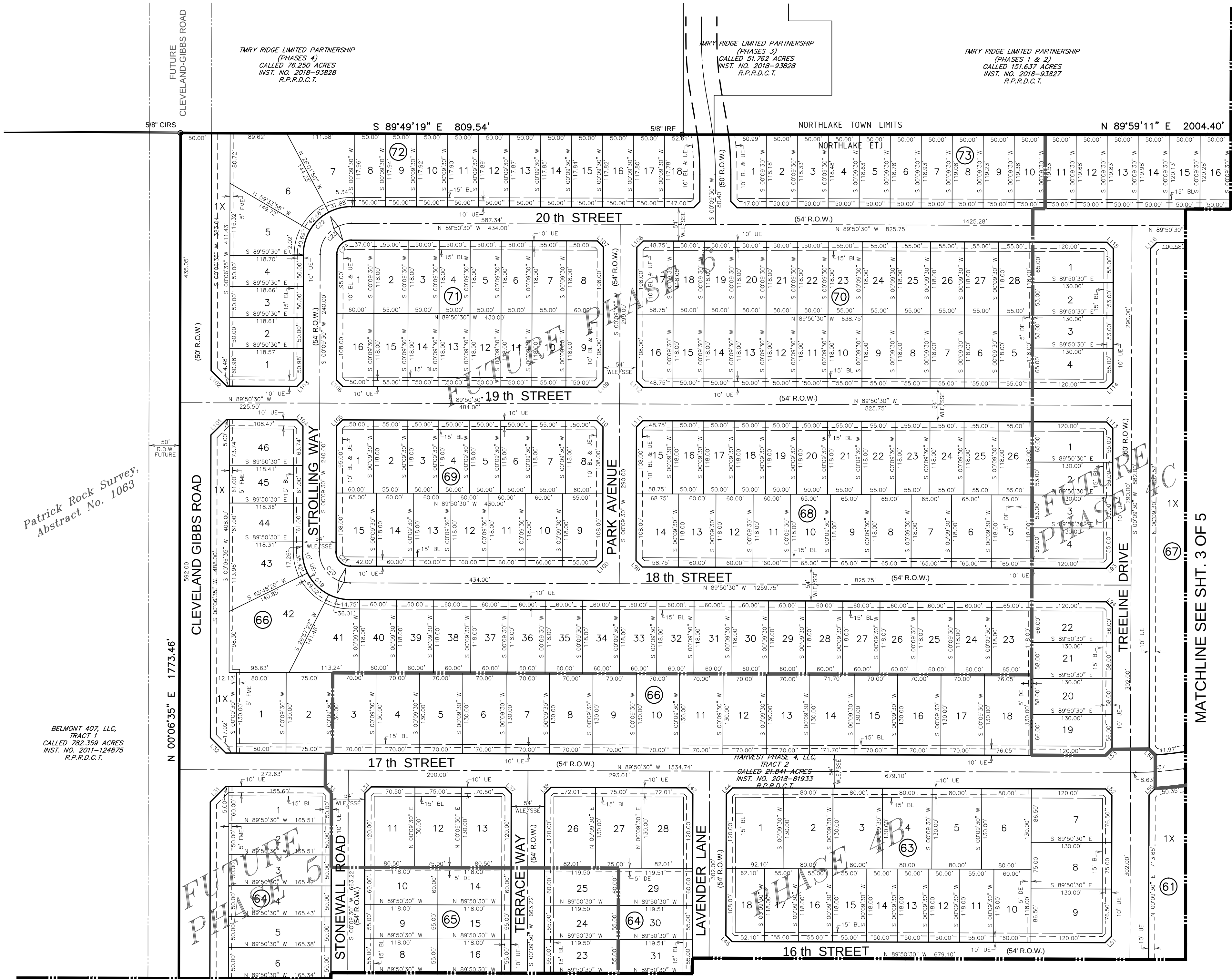
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	218.12'	81.94'	S 54°38'08" W	249°56'46"	71.48'
C2	20.00'	24.42'	22.93'	N 35°11'52" W	69°56'47"	13.99'
C3	1000.00'	146.42'	146.29'	N 04°35'09" W	8°23'22"	73.34'
C4	77.00'	109.68'	100.64'	S 49°35'09" E	81°36'38"	66.48'
C5	50.00'	71.22'	65.35'	S 49°35'09" E	81°36'38"	43.17'
C6	23.00'	32.76'	30.06'	S 49°35'09" E	81°36'38"	19.86'
C7	695.00'	210.96'	210.15'	S 09°05'13" E	17°23'30"	106.30'
C8	375.00'	113.83'	113.39'	N 09°05'13" W	17°23'30"	57.35'
C9	692.00'	210.05'	209.24'	S 09°05'13" E	17°23'30"	105.84'
C10	378.00'	114.74'	114.30'	S 09°05'13" E	17°23'30"	57.81'
C11	50.00'	218.12'	81.94'	N 55°25'00" W	249°56'56"	71.48'
C12	20.00'	24.42'	22.93'	S 34°35'00" W	69°56'56"	13.99'
C13	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C14	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C15	50.00'	78.54'	70.71'	N 45°09'30" E	90°00'00"	50.00'
C16	77.00'	120.95'	108.89'	N 45°09'30" E	90°00'00"	77.00'
C17	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C18	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C19	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C20	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C21	23.00'	36.13'	32.53'	S 44°50'30" E	90°00'00"	23.00'
C22	77.00'	120.95'	108.89'	S 45°09'30" W	90°00'00"	77.00'
C23	50.00'	78.54'	70.71'	S 45°09'30" W	90°00'00"	50.00'
C24	23.00'	36.13'	32.53'	S 45°09'30" W	90°00'00"	23.00'
C25	375.00'	151.88'	150.85'	S 78°14'18" E	23°12'23"	77.00'
C26	402.00'	162.82'	161.71'	S 78°14'18" E	23°12'23"	82.54'
C27	375.00'	88.35'	88.14'	S 06°54'27" W	13°29'53"	44.38'
C28	73.00'	85.10'	80.36'	S 33°14'18" E	66°47'37"	48.13'
C29	100.00'	116.58'	110.09'	S 33°14'18" E	66°47'37"	65.93'
C30	127.00'	148.05'	139.81'	S 33°14'18" E	66°47'37"	83.73'
C31	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C32	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C33	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C34	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C35	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C36	500.00'	77.54'	77.46'	S 85°42'57" W	8°53'06"	38.85'
C37	500.00'	77.54'	77.46'	N 85°42'57" E	8°53'06"	38.85'
C38	1000.00'	245.57'	244.95'	S 06°52'35" E	14°04'12"	123.40'
C39	500.00'	122.78'	122.47'	N 06°52'35" W	14°04'12"	61.70'
C40	1030.00'	252.93'	252.30'	S 06°52'35" E	14°04'12"	127.11'
C41	470.00'	115.42'	115.13'	S 06°52'35" E	14°04'12"	58.00'
C42	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C43	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C44	1000.00'	172.18'	171.96'	N 85°13'33" E	9°51'54"	86.30'
C45	1000.00'	172.18'	171.96'	S 85°13'33" W	9°51'54"	86.30'
C46	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C47	50.00'	78.02'	70.34'	N 45°08'31" W	89°23'57"	49.48'
C48	77.00'	120.14'	108.32'	N 45°08'31" W	89°23'57"	76.20'
C49	50.00'	79.06'	71.08'	N 44°51'29" E	90°36'03"	50.53'
C50	77.00'	121.76'	109.46'	N 44°51'29" E	90°36'03"	77.81'
C51	500.00'	261.39'	258.42'	N 15°25'09" W	29°57'12"	133.76'
C52	500.00'	265.66'	262.55'	S 15°10'28" E	30°26'32"	136.05'

LEGEND

POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
EASMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" IRON ROD WITH CAP
BL	STAMPED "JONES CARTER" SET
UE	BUILDING LINE
SSE	UTILITY EASEMENT
WLE	SANITARY SEWER EASEMENT
DLE	DRAINAGE EASEMENT
DLE	WATERLINE EASEMENT
C37	NON-RADIAL LOT LINE
C38	DEED RECORDS, DENTON COUNTY, TEXAS
C39	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
C40	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT

MATCHLINE SEE SHT. 2 OF 5





Patrick Rock Survey,
Abstract No. 1063

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

MATCHLINE SEE SHT. 1 OF 5

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PG.	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
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DE	DRAINAGE EASEMENT
WLE	WATERLINE EASEMENT
NR	NON-RADIAL LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
①	DENOTES CHANGE IN STREET NAME
①	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT

OPEN SPACE TABLE			
FINAL PLAT PHASE	PLATTED AREA (Ac)	OPEN SPACE AREA (Ac)	OPEN SPACE %
PHASE 1	128.83	30.7	23.83%
PHASE 2A	25.910	0.63	2.43%
PHASE 2B	45.608	4.357	9.55%
PHASE 3A	14.465	0.25	1.73%
PHASE 3B	91.646	6.19	6.75%
PHASE 4A	26.510	8.80	33.20%
MEADOWS PH 1	49.351	2.63	5.33%
MEADOWS PH 2	38.469	5.12	13.31%
MEADOWS PH 3	81.077	12.9	15.91%
MEADOWS PH 4	21.130	1.06	5.02%
OLD JUSTIN ROAD	4.892	0	0.00%
**MEADOWS PH 5	56.795	15.382	27.08%
**PHASES 4B, 5, 6	118.673	10.14	8.54%
TOTAL	703.356	98.159	13.96%

LAND USE TABLE		
LAND USE	ACREAGE	LOTS
RESIDENTIAL	77.09	474
HOA/OPEN SPACE	10.14	11
STREET - ROW	31.44	-
TOTAL	118.67	485

- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase 1, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. All "X" lots are open space lots except for Lot 2X, Block 49, which is a gas well site.
 - 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
 - All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road, Cleveland-Gibbs Road or Harvest Way is Allowed.
 - All Lots Shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All Setbacks shall conform with the Zone 3 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
 - No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
 - All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C050505, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.

PRELIMINARY PLAT OF HARVEST PHASE 4B, 4C, 5 & 6

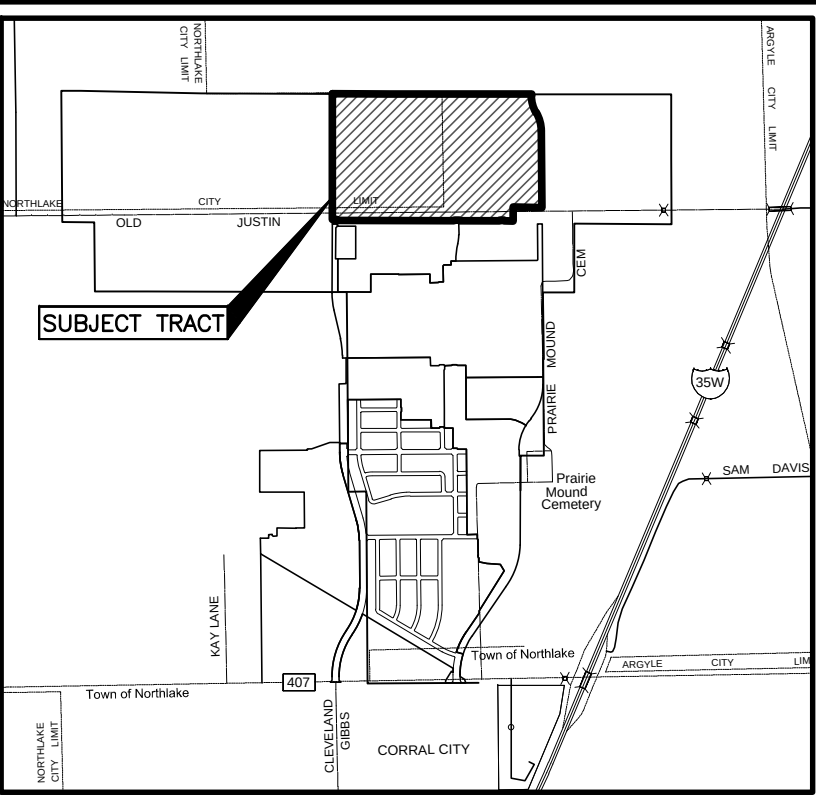
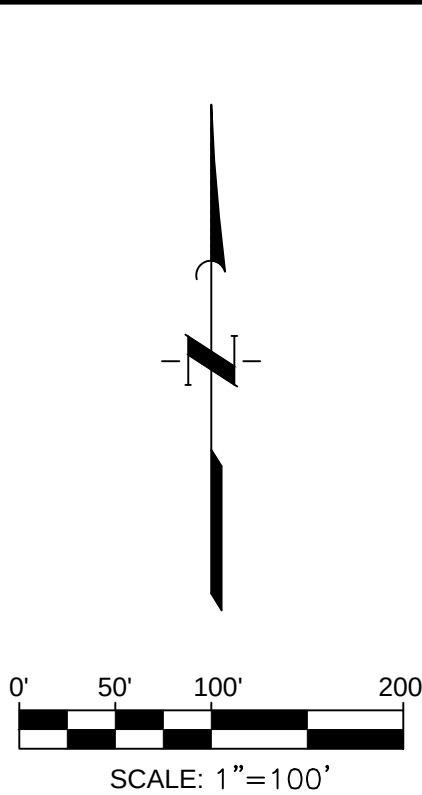
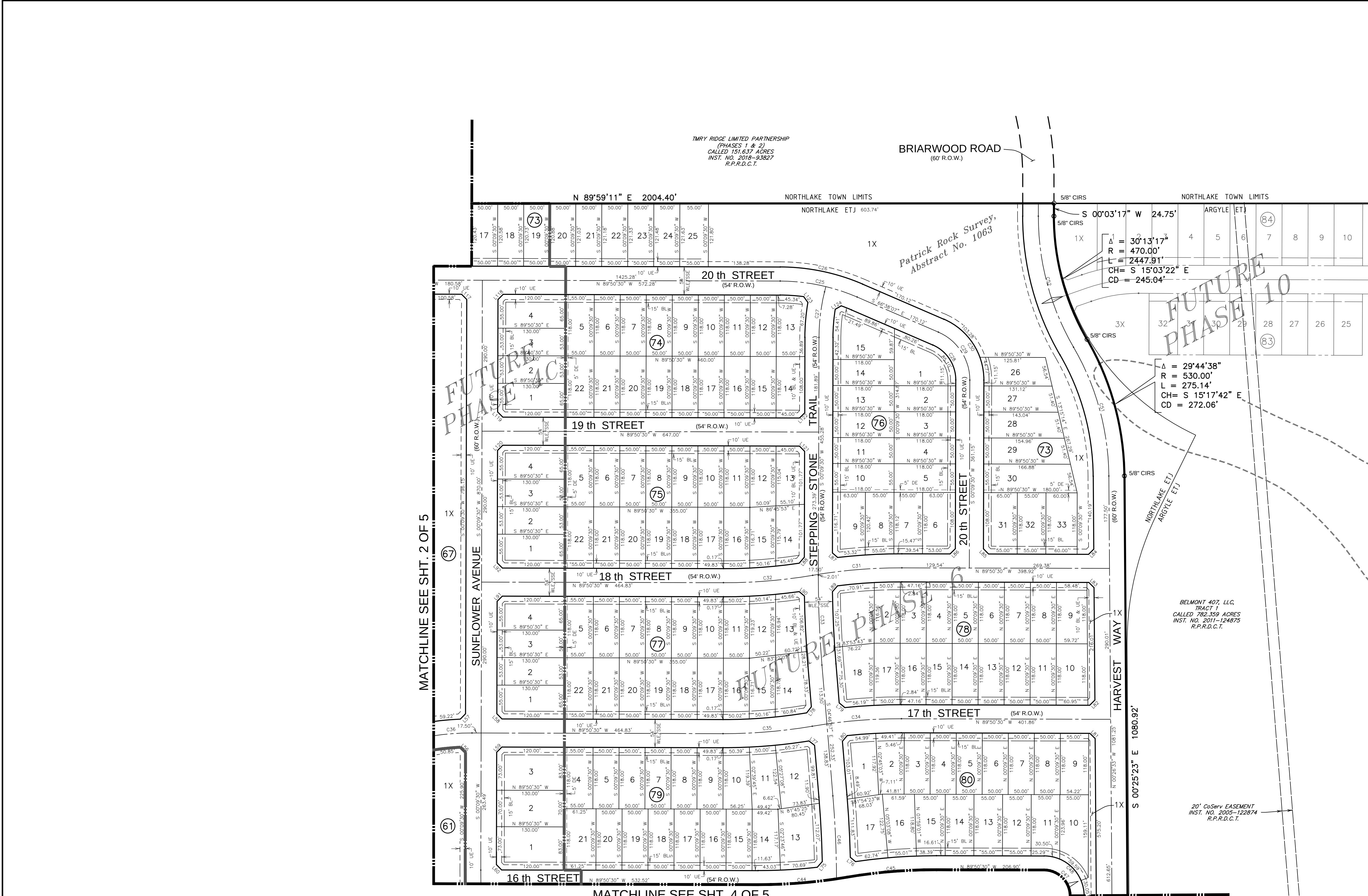
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LOTS 1-33, BLOCK 73; LOTS 1-22, BLOCK 74;
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LOTS 1-22, BLOCK 77; LOTS 1X & 1-18, BLOCK 78;
LOTS 1-21, BLOCK 79 AND LOTS 1X & 1-17, BLOCK 80;

BEING 118.673 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
485 LOTS BY USE
(474 RESIDENTIAL, AND 11 NON-RESIDENTIAL
/OPEN SPACE LOTS)
JUNE 2019



DEVELOPER / OWNER:
BELMONT 407, LLC
HARVEST PHASE 4, LLC.
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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



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OF
HARVEST PHASE 4B, 4C, 5 & 6

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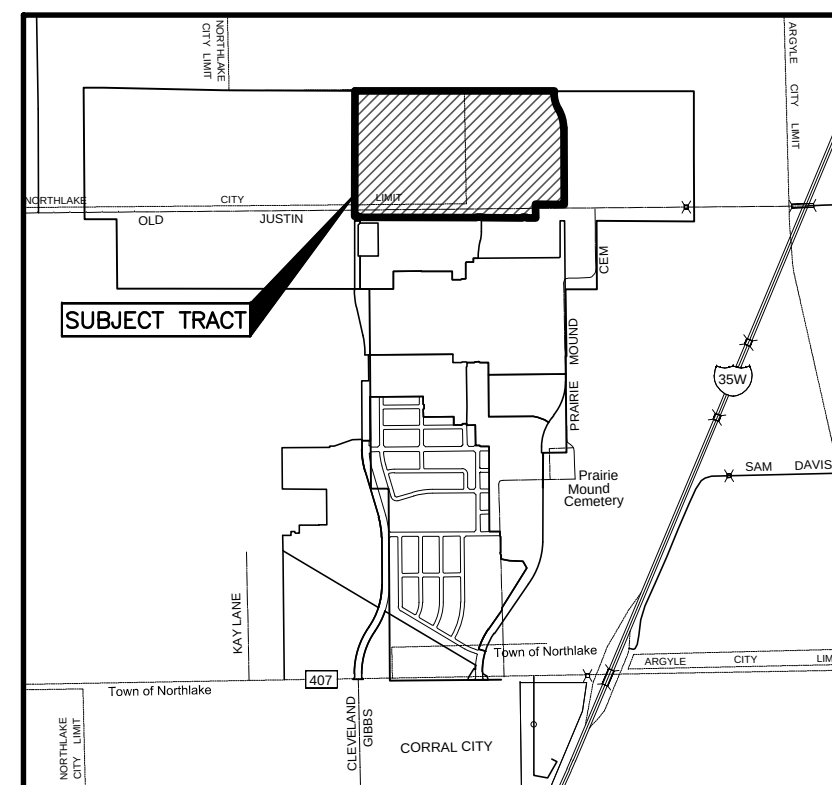
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3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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

- LEGEND
- POB POINT OF BEGINNING
CM CONTROL MONUMENT
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE
ESMT EASEMENT
IRF IRON ROD FOUND
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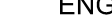
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HARVEST PHASE 4, LLC.

ENGINEER / SURVEYOR:

 **JONES | CARTER**

Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 600 • Plano, Texas 75024
972.488.3880

Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Jason Wright E-mail: jwright@jonesandcarter.com

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Harvest Phase 4, LLC., and Belmont 407, are the owner of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a 118.673 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a part of Tract 1, a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and being all of a called 21.841 acre tract of land described in deed to Harvest Phase 4, LLC, recorded in Instrument No. 2018-81933 R.P.R.D.C.T., and being more particularly described as follows:

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

THENCE North 00 Degrees 06 Minutes 35 Seconds East, a distance of 58.95 feet to the north line of Old Justin Road and the POINT OF BEGINNING of the herein described tract;

THENCE North 00 Degrees 06 Minutes 35 Seconds East, across said Tract 1, a distance of 1773.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the north line of said Tract 1, and the south line of a called 248.078 acre tract of land as described in deed to D-F Pacific No. 2, LTD. and Silverstone Northlake LTD., as recorded in Instrument No. 2007-80851, R.P.R.D.C.T.,

THENCE South 89 Degrees 49 Minutes 19 Seconds East, along the common line between said Tract 1 and said 248.078 acre tract, a distance of 809.54 feet to a 5/8" iron rod found for the southeast corner of said 248.078 acre tract and the southwest corner of a called 248.001 acre tract of land as described in deed to D-F Pacific No. 2, LTD. and Silverstone Northlake LTD., as recorded in Instrument No. 2007-80855, R.P.R.D.C.T.,

THENCE North 89 Degrees 57 Minutes 08 Seconds East, along said 248.001 acre tract, a distance of 2004.40 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

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

South 00 Degrees 03 Minutes 17 Seconds West, a distance of 20.75 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 30 Degrees 13 Minutes 17 Seconds, a radius of 470.00 feet, an arc distance of 247.91 feet and a chord bearing and distance of South 15 Degrees 03 Minutes 22 Seconds East, 245.04 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 29 Degrees 44 Minutes 38 Seconds, a radius of 530.00 feet, an arc distance of 275.14 feet and a chord bearing and distance of South 15 Degrees 17 Minutes 42 Seconds East, 272.06 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 25 Minutes 23 Seconds East, a distance of 1080.92 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the north line of a called 3.530 acre tract of land as described in deed to Mary Schluter, recorded in Volume 2901, Page 260 of the Deed Records Denton County, Texas (D.R.D.C.T.);

THENCE North 88 Degrees 59 Minutes 18 Seconds West, along the north line of said 3.530 acre tract, a distance of 407.35 feet to a 1/2" iron rod found at the northwest corner of said 3.530 acre tract;

THENCE South 00 Degrees 31 Minutes 08 Seconds East, along the west line of said 3.530 acre tract, a distance of 194.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the approximate north line of Old Justin Road;

THENCE departing said common line, along the northerly line of said Old Justin Road, the following courses:

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 119.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 50 Minutes 30 Seconds West, a distance of 14.14 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 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 45 Degrees 09 Minutes 30 Seconds West, a distance of 14.14 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 561.60 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 50 Minutes 30 Seconds West, a distance of 14.14 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 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 45 Degrees 09 Minutes 30 Seconds West, a distance of 14.14 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 1644.68 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

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

North 90 Degrees 00 Minutes 00 Seconds West, a distance of 61.02 feet to the POINT OF BEGINNING and containing 5,169,387 square feet or 118.673 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

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

Harvest Phase 4, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public, State of Texas

My Commission expires : _____

Belmont 407, LLC,
a Delaware 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 Delaware limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

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

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

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

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



STATE OF TEXAS
COUNTY OF DALLAS

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

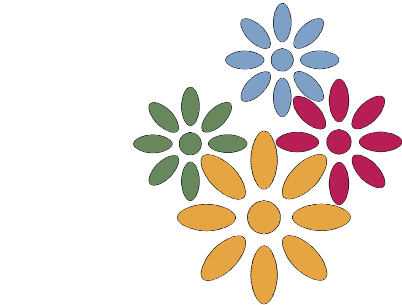
GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____th day of _____, 20____.

Notary Public in and for the State of Texas

PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 4C, 5 & 6

LOTS 1X & 1-3, BLOCK 58; LOTS 1-14, BLOCK 59;
LOTS 1X & 1-30, BLOCK 60; LOT 1X, BLOCK 61;
LOTS 1X & 1-29, BLOCK 62; LOTS 1-18, BLOCK 63;
LOTS 1X & 1-39, BLOCK 64; LOTS 1-23, BLOCK 65;
LOTS 1X & 1-46, BLOCK 66; LOT 1X, BLOCK 67;
LOTS 1-26, BLOCK 68; LOTS 1-15, BLOCK 69;
LOTS 1-28, BLOCK 70; LOTS 1-16, BLOCK 71;
LOTS 1X, & 1-18, BLOCK 72;
LOTS 1-33, BLOCK 73; LOTS 1-22, BLOCK 74;
LOTS 1-22, BLOCK 75; LOTS 1-15, BLOCK 76;
LOTS 1-22, BLOCK 77; LOTS 1X & 1-18, BLOCK 78;
LOTS 1-21, BLOCK 79 AND LOTS 1X & 1-17, BLOCK 80;

BEING 118.673 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
485 LOTS BY USE
(474 RESIDENTIAL, AND 11 NON-RESIDENTIAL
/OPEN SPACE LOTS)
JUNE 2019



harvest
Gathering. Growing. Living.

DEVELOPER / OWNER:
BELMONT 407, LLC
HARVEST PHASE 4, LLC.
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 00°23'28" E	54.00'
L2	S 89°36'32" W	100.51'
L3	S 44°36'32" W	14.14'
L4	S 89°36'32" W	60.00'
L5	S 44°36'32" W	14.14'
L6	S 89°36'32" W	120.00'
L7	S 89°36'32" W	99.07'
L8	N 00°03'00" E	33.00'
L9	N 89°57'00" W	74.97'
L10	N 89°36'32" E	23.00'
L11	S 45°23'28" E	14.14'
L12	N 44°36'32" E	14.14'
L13	N 46°52'07" W	14.50'
L14	S 42°52'28" W	13.71'
L15	S 45°06'59" E	14.21'
L16	N 44°53'01" E	14.07'
L17	N 89°36'32" E	23.00'
L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'28" E	11.12'
L26	N 44°50'30" W	14.14'
L27	S 45°09'30" W	14.14'
L28	N 44°50'30" W	14.14'
L29	S 45°09'30" W	14.14'
L30	S 44°51'57" E	35.37'
L31	N 45°08'03" E	35.34'
L32	N 44°51'57" W	35.37'
L33	S 44°50'30" E	14.14'
L34	N 45°09'30" E	14.14'
L35	N 44°50'30" W	14.14'
L36	S 45°09'30" W	14.14'
L37	S 44°50'30" E	14.14'
L38	N 45°09'30" E	14.14'
L39	S 45°09'30" W	14.14'
L40	N 44°50'30" W	14.14'
L41	S 45°09'30" W	14.14'
L42	S 44°50'30" E	14.14'
L43	N 44°50'30" W	14.14'
L44	N 45°09'30" E	14.14'
L45	N 44°50'30" W	14.14'
L46	N 45°09'30" E	14.14'
L47	S 44°50'30" E	14.14'
L48	N 45°09'30" E	14.14'
L49	N 89°50'30" W	23.00'
L50	S 44°50'30" E	14.14'
L51	S 45°09'30" W	14.14'
L52	S 44°50'30" E	14.14'
L53	S 45°09'30" W	14.14'
L54	N 46°26'21" W	13.74'
L55	N 43°43'29" E	14.49'
L56	S 45°54'06" E	13.88'
L57	S 44°12'25" W	14.38'
L58	N 44°50'30" E	14.14'
L59	N 45°09'30" E	14.14'
L60	N 44°50'30" W	14.14'
L61	N 43°25'47" E	13.71'
L62	S 44°50'30" E	14.14'
L63	N 45°09'30" E	14.14'
L64	S 45°09'30" W	14.14'
L65	N 44°50'30" W	14.14'
L66	N 89°50'30" W	23.00'
L67	S 45°09'30" W	14.14'
L68	N 44°50'30" W	14.14'
L69	N 45°09'30" E	14.14'
L70	N 44°50'30" W	14.14'

LINE TABLE		
LINE	BEARING	DISTANCE
L71	S 44°51'29" W	14.07'
L72	S 45°08'31" E	14.22'
L73	N 40°25'34" E	15.26'
L74	S 48°09'43" E	13.30'
L75	S 41°03'53" W	14.84'
L76	N 50°02'09" W	13.17'
L77	S 52°04'30" E	13.56'
L78	S 37°50'00" W	14.72'
L79	N 50°29'37" W	13.97'
L80	N 89°36'32" E	14.33'
L81	S 45°08'31" E	14.22'
L82	S 44°51'29" W	14.07'
L83	S 45°08'31" E	14.22'
L84	S 44°51'29" W	14.07'
L85	N 44°50'30" W	14.14'
L86	S 45°09'30" W	14.14'
L87	N 48°26'08" W	13.23'
L88	S 40°43'02" W	15.19'
L89	N 40°59'11" E	14.96'
L90	S 49°32'41" E	13.19'
L91	N 45°09'30" E	14.14'
L92	N 44°50'30" W	14.14'
L93	S 45°09'30" W	14.14'
L94	S 44°50'30" E	14.14'
L95	N 45°09'30" E	14.14'
L96	S 44°50'30" E	14.14'
L97	N 45°09'30" E	14.14'
L98	S 44°50'30" E	14.14'
L99	N 44°50'30" W	14.14'
L100	S 45°09'30" W	14.14'
L101	N 45°08'03" E	35.34'
L102	N 45°27'36" W	35.73'
L103	S 45°09'30" W	14.14'
L104	S 44°50'30" E	14.14'
L105	N 45°09'30" E	14.14'
L106	N 44°50'30" W	14.14'
L107	S 44°50'30" E	14.14'
L108	N 45°09'30" E	14.14'
L109	S 45°09'30" W	14.14'
L110	N 44°50'30" E	14.14'
L111	N 44°50'30" W	14.14'
L112	N 44°50'30" W	14.14'
L113	S 44°50'30" E	14.14'
L114	S 45°09'30" W	14.14'
L115	S 44°50'30" E	14.14'
L116	N 45°09'30" E	14.14'
L117	S 44°50'30" E	14.14'
L118	N 45°09'30" E	14.14'
L119	N 44°50'30" W	14.14'
L120	N 45°09'30" E	14.14'
L121	S 44°50'30" E	14.14'
L122	S 45°09'30" W	14.14'
L123	S 35°33'09" E	13.89'
L124	N 59°28'17" E	12.98'

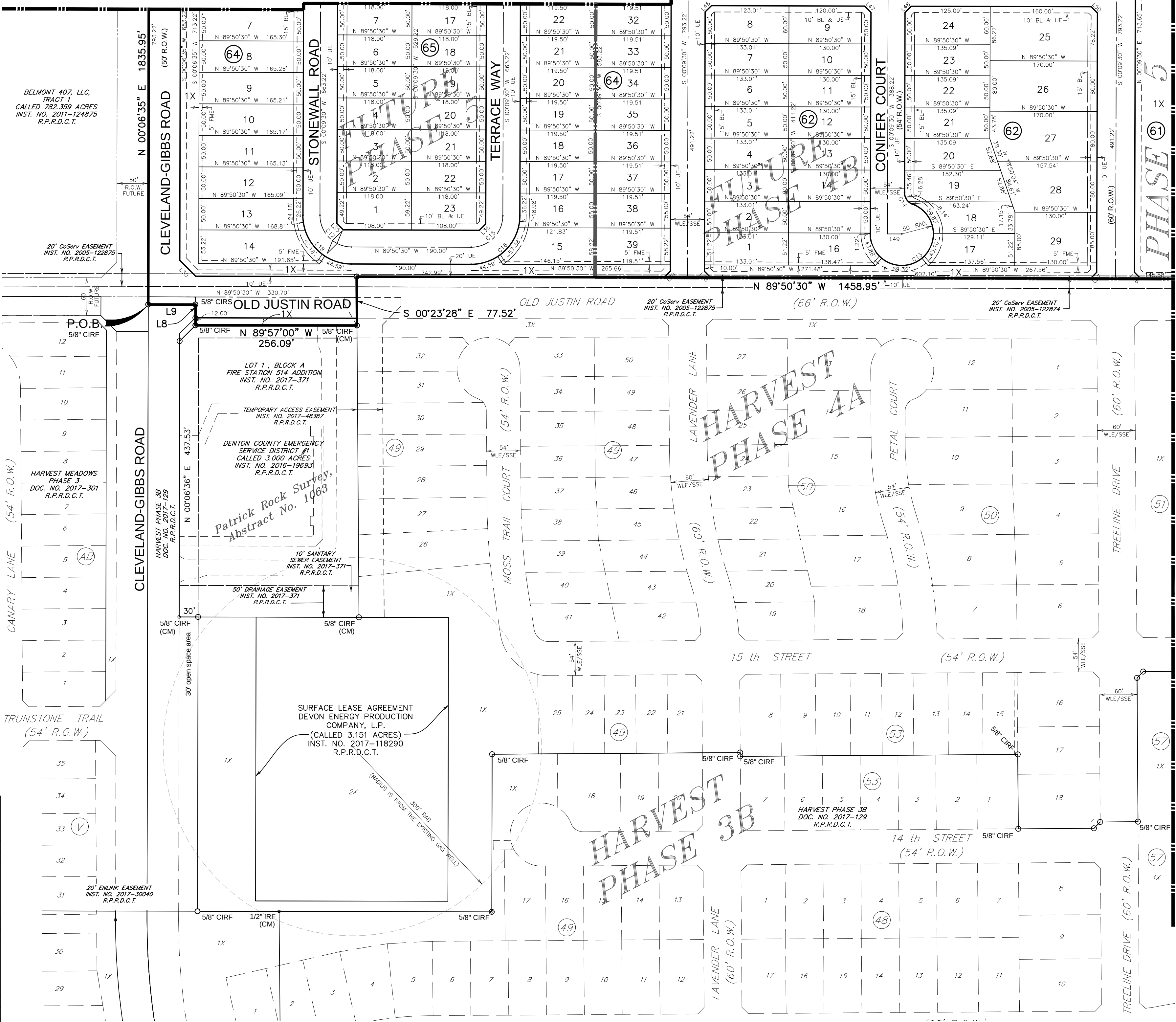
CURVE TABLE

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

LEGEND

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

MATCHLINE SEE SHT. 2 OF 5



GENERAL NOTES:

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

PRELIMINARY PLAT OF HARVEST PHASE 4B, 5 & 8

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

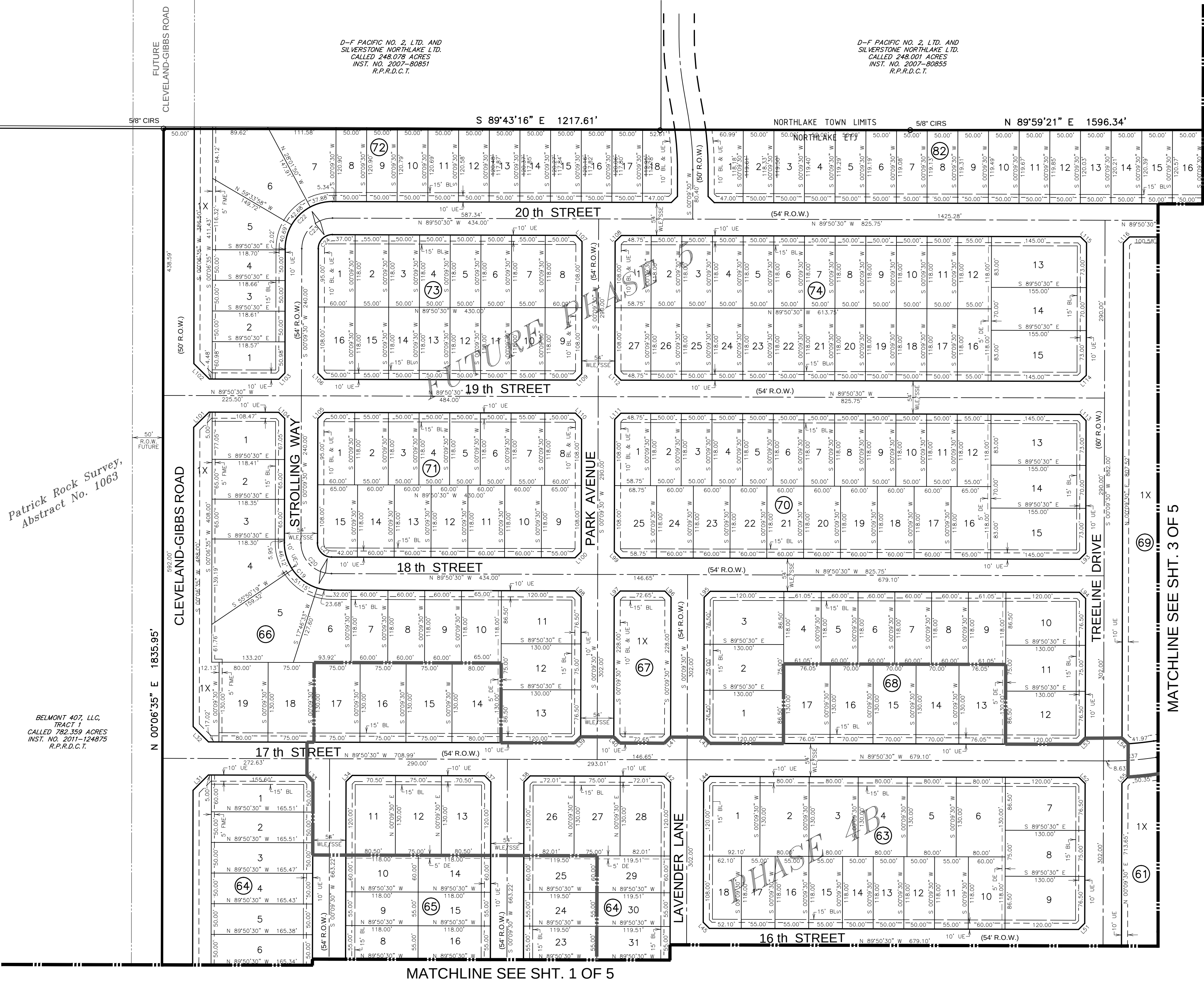


DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

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

LINE	BEARING	DISTANCE
L1	S 00°23'28" E	54.00'
L2	S 89°36'32" W	100.51'
L3	S 44°36'32" W	14.14'
L4	S 89°36'32" W	60.00'
L5	S 44°36'32" W	14.14'
L6	S 89°36'32" W	120.00'
L7	S 89°53'24" E	92.07'
L8	N 00°03'00" E	33.00'
L9	N 89°57'00" W	74.97'
L10	N 89°36'32" E	23.00'
L11	S 45°23'28" E	14.14'
L12	N 44°36'32" E	14.14'
L13	N 46°52'07" W	14.50'
L14	S 42°52'28" W	13.71'
L15	S 45°06'59" E	14.21'
L16	N 44°53'01" E	14.07'
L17	N 89°36'32" E	23.00'
L18	S 43°42'33" W	13.92'
L19	N 46°13'24" W	14.35'
L20	S 45°23'28" E	14.14'
L21	S 44°36'32" W	14.14'
L22	N 45°24'43" W	14.15'
L23	N 44°53'01" E	14.07'
L24	S 45°06'59" E	14.21'
L25	S 00°23'28" E	11.12'
L26	N 44°50'30" W	14.14'
L27	S 45°09'30" W	14.14'
L28	N 44°50'30" W	14.14'
L29	S 45°09'30" W	14.14'
L30	S 44°51'57" E	35.37'
L31	N 45°08'03" E	35.34'
L32	N 44°51'57" W	35.37'
L33	S 44°50'30" E	14.14'
L34	N 45°09'30" E	14.14'
L35	N 44°50'30" W	14.14'
L36	S 45°09'30" W	14.14'
L37	S 44°50'30" E	14.14'
L38	N 45°09'30" E	14.14'
L39	S 45°09'30" W	14.14'
L40	N 44°50'30" W	14.14'
L41	S 45°09'30" W	14.14'
L42	S 44°50'30" E	14.14'
L43	N 44°50'30" W	14.14'
L44	N 45°09'30" E	14.14'
L45	N 44°50'30" W	14.14'
L46	N 45°09'30" E	14.14'
L47	S 44°50'30" E	14.14'
L48	N 45°09'30" E	14.14'
L49	N 89°50'30" W	23.00'
L50	S 44°50'30" E	14.14'
L51	S 45°09'30" W	14.14'
L52	S 44°50'30" E	14.14'
L53	S 45°09'30" W	14.14'
L54	N 46°26'21" W	13.74'
L55	N 43°43'29" E	14.49'
L56	S 45°54'06" E	13.88'
L57	S 44°12'25" W	14.38'
L58	N 44°50'30" W	14.14'
L59	N 45°09'30" E	14.14'
L60	N 44°50'30" W	14.14'
L61	N 43°25'47" E	13.71'
L62	S 44°50'30" E	14.14'
L63	N 45°09'30" E	14.14'
L64	S 45°09'30" W	14.14'
L65	N 44°50'30" W	14.14'
L66	N 89°50'30" W	23.00'
L67	S 45°09'30" W	14.14'
L68	N 44°50'30" W	14.14'
L69	N 45°09'30" E	14.14'
L70	N 44°50'30" W	14.14'

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L102	N 45°27'36" W	35.73'
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L113	S 44°50'30" E	14.14'
L114	S 45°09'30" W	14.14'
L115	S 44°50'30" E	14.14'
L116	N 45°09'30" E	14.14'
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L119	N 44°50'30" W	14.14'
L120	N 45°09'30" E	14.14'
L121	S 44°50'30" E	14.14'
L122	S 45°09'30" W	14.14'
L123	S 35°33'09" E	13.89'
L124	N 59°28'17" E	12.98'



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

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

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



DEVELOPER / OWNER:
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 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 500 • Plano, Texas 75024
 972-488-3680
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 Contact: Jason Wight, E-mail: jwight@jonescarter.com

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

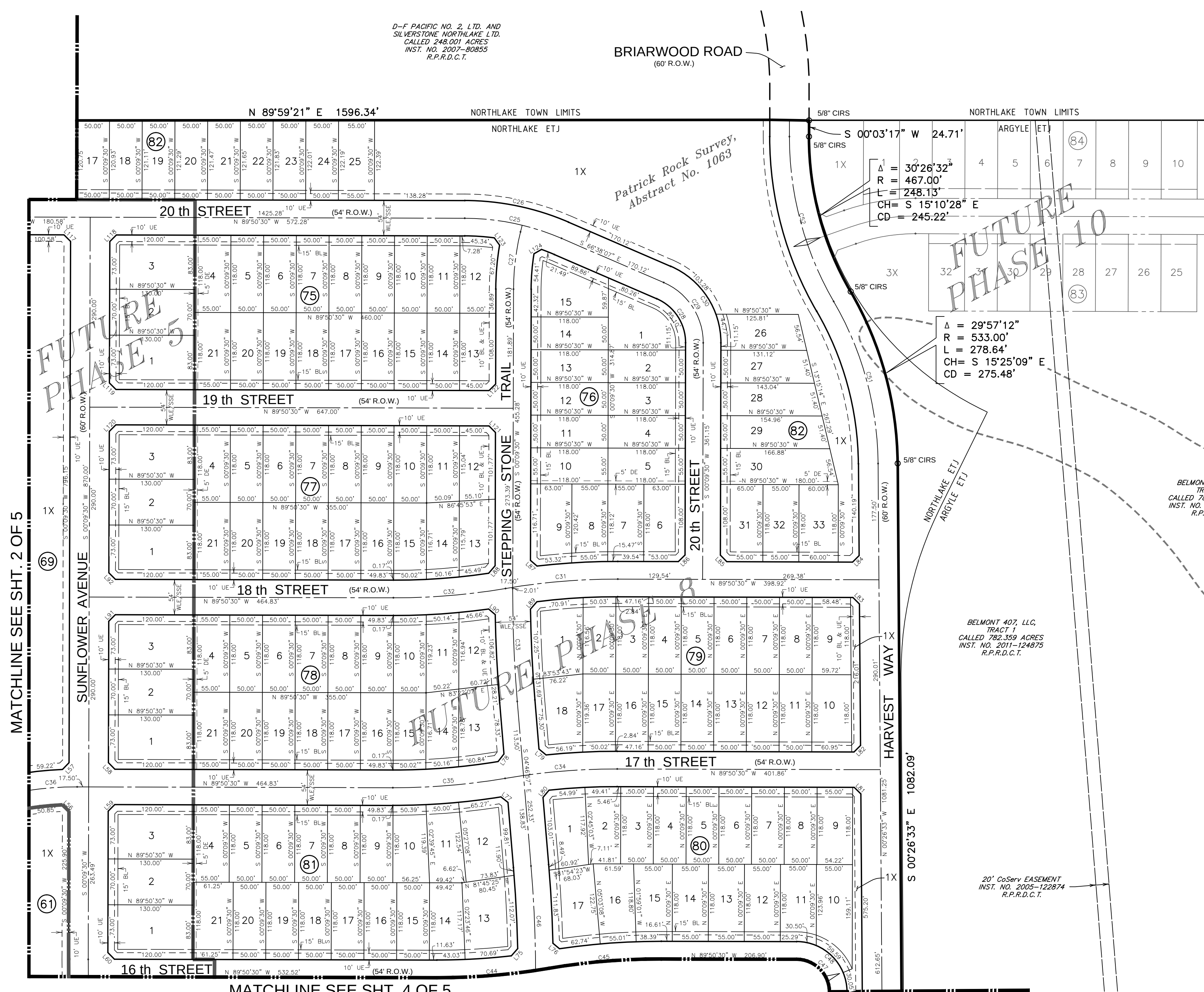
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 OF
 HARVEST PHASE 4B, 5 & 8**

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 APRIL 2018

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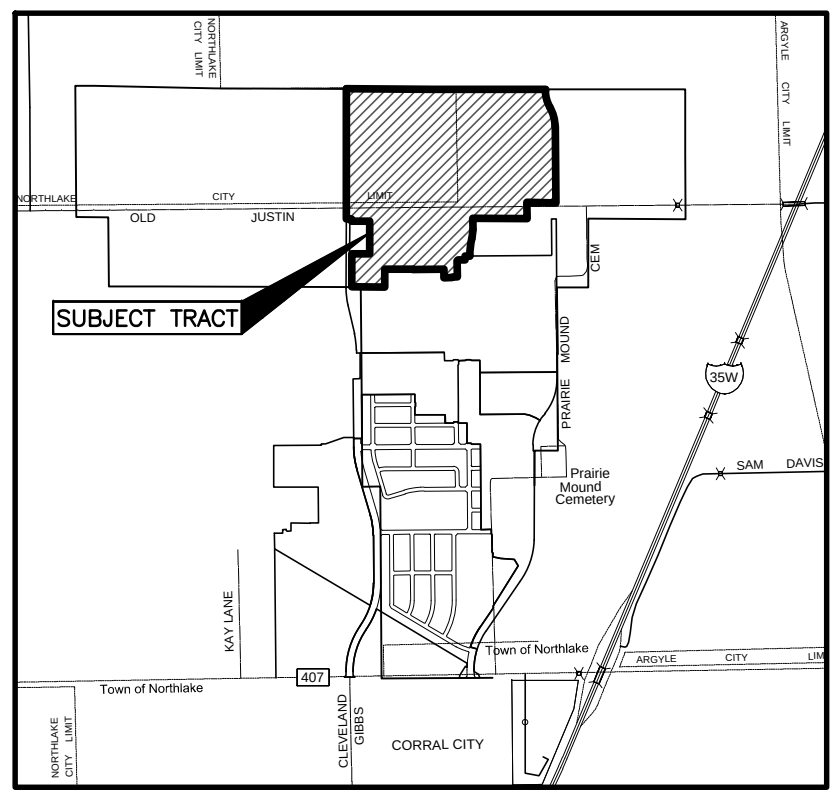
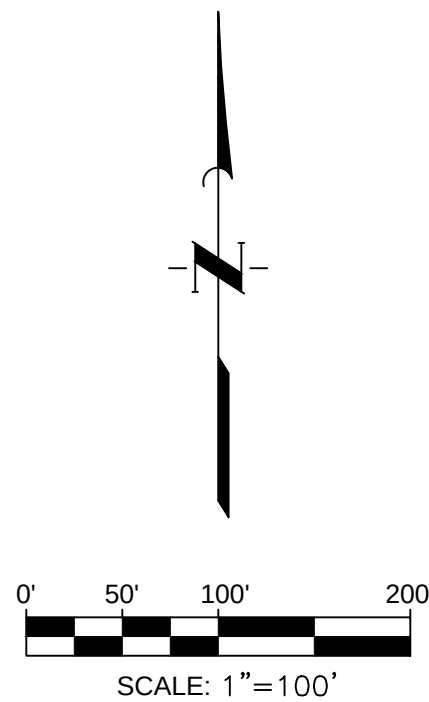
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①	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT



PHASE	TOTAL ACREAGE (AC.)	OPEN SPACE ACREAGE (AC.)	PERCENT OPEN SPACE
HARVEST PHASE 1	128.83	30.70	23.83%
HARVEST PHASE 2	92.41	5.99	6.42%
HM PHASE 1	49.35	2.63	5.33%
HM PHASE 2	38.47	5.16	13.41%
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TOTAL	506.85	70.57	13.92%

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STREET - ROW	34.25	-
TOTAL	133.70	474



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ENGINEER / SURVEYOR:

 **JONES | CARTER**

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972.488.3880

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

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L83	S 45°08'31" E	14.22'
L84	S 44°51'29" W	14.07'
L85	N 44°50'30" W	14.14'
L86	S 45°09'30" W	14.14'
L87	N 48°26'08" W	13.23'
L88	S 40°43'02" W	15.19'
L89	N 40°58'11" E	14.96'
L90	S 49°32'41" E	13.19'
L91	N 45°09'30" E	14.14'
L92	N 44°50'30" W	14.14'
L93	S 45°09'30" W	14.14'
L94	S 44°50'30" E	14.14'
L95	N 45°09'30" E	14.14'
L96	S 44°50'30" E	14.14'
L97	N 45°09'30" E	14.14'
L98	S 44°50'30" E	14.14'
L99	N 44°50'30" W	14.14'
L100	S 45°09'30" W	14.14'
L101	N 45°08'03" E	35.34'
L102	N 45°27'36" W	35.73'
L103	S 45°09'30" W	14.14'
L104	S 44°50'30" E	14.14'
L105	N 45°09'30" E	14.14'
L106	N 44°50'30" E	14.14'
L107	S 44°50'30" E	14.14'
L108	N 45°09'30" E	14.14'
L109	S 45°09'30" W	14.14'
L110	N 44°50'30" E	14.14'
L111	N 45°09'30" E	14.14'
L112	N 44°50'30" W	14.14'
L113	S 44°50'30" E	14.14'
L114	S 45°09'30" W	14.14'
L115	S 44°50'30" E	14.14'
L116	N 45°09'30" E	14.14'
L117	S 44°50'30" E	14.14'
L118	S 45°09'30" E	14.14'
L119	N 44°50'30" W	14.14'
L120	N 45°09'30" E	14.14'
L121	S 44°50'30" E	14.14'
L122	S 45°09'30" W	14.14'
L123	S 35°33'09" E	13.89'
L124	N 59°28'17" E	12.98'

 DENOTES CHANGE IN STREET NAME
 BLOCK NUMBER
 5' FENCE MAINTENANCE EASEMENT

PHASE 5

16th STREET

15th STREET

OLD JUSTIN ROAD

15th STREET

SUNFLOWER AVENUE

TRILLIUS COURT

STEPPING STONE TRAIL

GRASSY LANE

NORTH LAKE ETJ

HARVEST WAY

16th STREET

15th STREET

14th STREET

13th STREET

12th STREET

11th STREET

10th STREET

9th STREET

8th STREET

7th STREET

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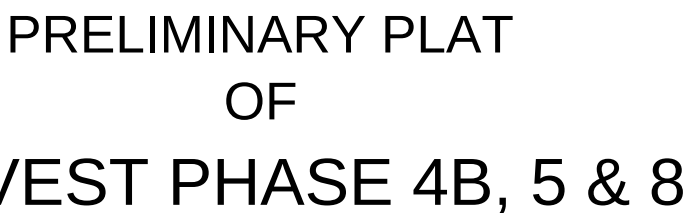
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251st STREET

252nd STREET

253rd STREET</

CURVE TABLE						
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	50.00'	218.12'	81.94'	S 54°38'08" W	249°56'47"	71.48'
C2	20.00'	24.42'	22.93'	N 35°21'52" W	69°56'47"	13.99'
C3	1000.00'	146.42'	146.29'	N 04°35'09" W	82°3'22"	73.34'
C4	77.00'	109.68'	100.64'	S 49°35'09" E	81°36'38"	66.48'
C5	50.00'	71.22'	65.35'	S 49°35'09" E	81°36'38"	43.17'
C6	23.00'	32.76'	30.65'	S 49°35'09" E	81°36'38"	19.86'
C7	695.00'	210.96'	210.15'	S 09°05'13" E	17°23'30"	106.30'
C8	375.00'	113.83'	113.39'	N 09°05'13" W	17°23'30"	57.35'
C9	692.00'	210.05'	209.24'	S 09°05'13" E	17°23'30"	105.84'
C10	378.00'	114.74'	114.30'	S 09°05'13" E	17°23'30"	57.81'
C11	50.00'	218.12'	81.94'	N 55°25'00" W	249°56'56"	71.48'
C12	20.00'	24.42'	22.93'	S 34°35'00" W	69°56'56"	13.99'
C13	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C14	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C15	50.00'	78.54'	70.71'	N 45°09'30" E	90°00'00"	50.00'
C16	77.00'	120.95'	108.89'	N 45°09'30" E	90°00'00"	77.00'
C17	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C18	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C19	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'
C20	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C21	23.00'	36.13'	32.53'	S 44°50'30" E	90°00'00"	23.00'
C22	77.00'	120.95'	108.89'	S 45°09'30" W	90°00'00"	77.00'
C23	50.00'	78.54'	70.71'	S 45°09'30" W	90°00'00"	50.00'
C24	23.00'	36.13'	32.53'	N 45°09'30" W	90°00'00"	23.00'
C25	375.00'	151.88'	150.85'	S 78°14'18" E	231°2'23"	77.00'
C26	402.00'	162.82'	161.71'	S 78°14'18" E	231°2'23"	82.54'
C27	375.00'	88.35'	88.14'	S 06°54'27" W	13°29'53"	44.38'
C28	73.00'	85.10'	80.36'	S 33°14'18" E	66°47'37"	48.13'
C29	100.00'	116.58'	110.09'	S 33°14'18" E	66°47'37"	65.93'
C30	127.00'	148.05'	139.81'	S 33°14'18" E	66°47'37"	83.73'
C31	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C32	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C33	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C34	1000.00'	172.17'	171.95'	S 85°13'34" W	9°51'52"	86.30'
C35	1000.00'	172.17'	171.95'	N 85°13'34" E	9°51'52"	86.30'
C36	500.00'	77.54'	77.46'	S 85°42'57" W	8°53'06"	38.85'
C37	500.00'	77.54'	77.46'	N 85°42'57" E	8°53'06"	38.85'
C38	1000.00'	245.57'	244.95'	S 06°52'35" E	14°04'12"	123.40'
C39	500.00'	122.78'	122.47'	N 06°52'35" W	14°04'12"	61.70'
C40	1030.00'	252.93'	252.30'	S 06°52'35" E	14°04'12"	127.11'
C41	470.00'	115.42'	115.13'	S 06°52'35" E	14°04'12"	58.00'
C42	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C43	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C44	1000.00'	172.18'	171.96'	N 85°13'33" E	9°51'54"	86.30'
C45	1000.00'	172.18'	171.96'	S 85°13'33" W	9°51'54"	86.30'
C46	2000.00'	172.47'	172.42'	S 02°18'44" E	4°56'28"	86.29'
C47	50.00'	78.02'	70.34'	N 45°08'31" W	89°23'57"	49.48'
C48	77.00'	120.14'	108.32'	N 45°08'31" W	89°23'57"	76.20'
C49	50.00'	79.06'	71.08'	N 44°51'29" E	90°36'03"	50.53'
C50	77.00'	121.76'	109.46'	N 44°51'29" E	90°36'03"	77.81'
C51	500.00'	261.39'	258.42'	N 15°25'09" W	29°57'12"	133.76'
C52	500.00'	265.66'	262.55'	S 15°10'28" E	30°26'32"	136.05'



(4)

harvest

Gathering. Growing. Living.

ENGINEER / SURVEYOR:

 **JONES | CARTER**

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

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

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

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

Harvest Phase 4, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

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

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



STATE OF TEXAS
COUNTY OF DALLAS

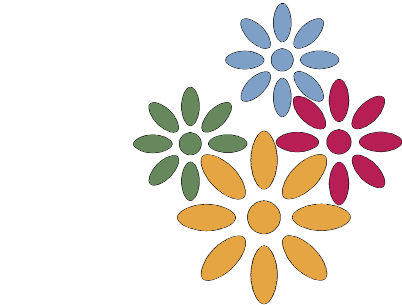
BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations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

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

Notary Public in and for the State of Texas

PRELIMINARY PLAT
OF
HARVEST PHASE 4B, 5 & 8

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



harvest
Gathering. Growing. Living.

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

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

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: June 20, 2019
Re: Final Plat for Harvest Phase 4B (FP-19-005)

Purpose: To consider approval of a Final Plat of Harvest Phase 4B, a subdivision consisting of 80 single-family residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 23.187-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin Road approximately 700 feet east of Cleveland-Gibbs Road.

Owner/Applicant/Developer: Belmont 407, LLC and Harvest Phase 4, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Background: This plat is for the latest phase of the Harvest development. The phase is under construction with utility installation underway. A final plat for the phase was approved by Town Council on November 8, 2018 in accordance with the preliminary plat for Harvest Phases 4B, 5 & 8 approved by Town Council on May 10, 2018. The development of this preliminary plat area is subject to the Harvest Development Code of the Development Agreement approved by Town Council on September 27, 2012.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement and the Subdivision Ordinance in place at the time of the agreement. The final plat contains a total of 83 lots including 80 single-family residential lots and 3 lots designated for nonresidential/open space use. The “nonresidential/open space lots” are dedicated for open spaces and amenities.

This final plat will replace the previously approved final plat for Phase 4C. The purpose of the new final plat is to revise the phase boundary lot layout between 17th and 18th Streets west of Treeline Drive. The submitted final plat is consistent with the revised preliminary plat on this same agenda. The entire area of this final plat is within Zone 3 as identified in the Harvest Development Code, and this plat meets or exceeds the development standards outlined in the code with regard to density and lot dimensions. Construction plans for water, sewer, streets and storm drainage were submitted with the final plat and have been reviewed by staff.

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

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 44°50'30" W	14.14'
L2	N 00°09'30" E	54.00'
L3	S 89°50'30" E	11.37'
L4	S 89°50'30" E	120.00'
L5	N 45°09'30" E	14.14'
L6	N 89°41'50" E	60.00'
L7	S 48°26'21" E	13.74'
L8	S 00°09'19" W	54.11'
L9	S 45°54'06" E	13.88'
L10	N 45°09'30" E	14.14'
L11	S 44°50'30" E	14.14'
L12	N 45°09'30" E	14.14'
L13	S 44°50'30" E	14.14'
L14	N 45°09'30" E	14.14'
L15	S 44°50'30" E	14.14'
L16	N 43°43'29" E	14.49'
L17	S 45°09'30" W	14.14'
L18	S 44°50'30" E	14.14'
L19	N 45°09'30" E	14.14'
L20	N 44°50'30" E	14.14'
L21	N 44°50'30" W	14.14'
L22	N 45°09'30" E	14.14'
L23	S 45°09'30" W	14.14'
L24	N 44°50'30" W	14.14'
L25	S 30°34'33" W	7.98'
L26	N 89°50'30" W	23.00'
L27	S 29°56'12" E	7.79'
L28	S 45°09'30" W	14.14'
L29	N 44°50'30" W	14.14'

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

20' CoServ EASEMENT
INST. NO. 2006-122875
R.P.R.D.C.T.

CANARY LANE
(54' R.O.W.)

CLEVELAND GIBBS ROAD

CLEVELAND GIBBS ROAD

LOT 1, BLOCK A
FIRE STATION 514 ADDITION
INST. NO. 2017-371
R.P.R.D.C.T.

5/8" CIRF
(CM)

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(CM)

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CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	527.00'	50.35'	50.33'	N 84°00'37" E	05°28'27"	25.19'
C2	473.00'	50.85'	50.82'	N 84°21'11" E	09°09'33"	25.45'
C3	20.00'	24.42'	22.93'	S 34°48'58" E	69°56'56"	13.99'
C4	50.00'	218.12'	81.94'	N 55°11'02" E	249°56'56"	71.48'
C5	500.00'	31.37'	31.37'	N 88°21'39" E	03°35'43"	15.69'

LEGEND

POB POINT OF BEGINNING
CM CONTROL MONUMENT
R.O.W. RIGHT OF WAY
VOL. VOLUME
PG. PAGE
ESMT EASEMENT
IRP IRON ROD FOUND
CAPPED IRON ROD FOUND
5/8" IRON ROD WITH CAP
STAMPED "JONES CARTER" SET
BL BUILDING LINE
UE UTILITY EASEMENT
SSE SANITARY SEWER EASEMENT
DE DRAINAGE EASEMENT
WLE WATERLINE EASEMENT
NR NON-RADIAL LOT LINE
D.R.D.C.T. DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T. REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T. OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F. COUNTY CLERK FILE NUMBER
FME FENCE MAINTENANCE EASEMENT
VAM VISIBILITY, ACCESS, & MAINTENANCE EASEMENT

DENOTES CHANGE IN STREET NAME

BLOCK NUMBER

5' FENCE MAINTENANCE EASEMENT

RESIDENTIAL LOTS
50' LOTS = 44
70' LOTS = 36
TOTAL = 80

LAND USE TABLE

LAND USE	ACREAGE	LOTS
RESIDENTIAL	15.17	80
HOA/OPEN SPACE	2.70	3
STREET - ROW	5.32	-
TOTAL	23.19	83



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

ENGINEER / SURVEYOR:
J.C. JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
6509 Windcrest Drive, Suite 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

- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. all "X" lots are open space lots.
 - 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
 - All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road is Allowed.
 - All Lots shown on this Plat are within Zone 3 as identified in the Harvest Development Agreement dated 9-27-2012. All setbacks shall conform with the Zone 3 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is identified on the Plat with a Building Line.
 - No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
 - 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.

FINAL PLAT OF HARVEST PHASE 4B

LOT 1X, BLOCK 61;
LOTS 1X & 1-29, BLOCK 62; LOTS 1-18, BLOCK 63;
LOTS 1X & 26-39, BLOCK 64; LOTS 11-13, BLOCK 65
AND LOTS 3-18, BLOCK 66
BEING 23.187 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
83 LOTS BY USE
(80 RESIDENTIAL, AND 3 NON-RESIDENTIAL
/OPEN SPACE LOTS)

JUNE 2019

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Harvest Phase 4, LLC. and Belmont 407, LLC, are the owner(s) of a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being a 23.187 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being all of Tract 2, a called 21.841 acre tract of land described in deed to Harvest Phase 4, LLC, recorded in Instrument No. 2018-81933 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.), and part of a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 R.P.R.D.C.T., and being more particularly described as follows:

COMMENCING at a 5/8" iron rod with cap stamped "Jones Carter" found at the northeast corner of Lot 1, Block A of Fire Station 514 Addition, recorded in Instrument No. 2017-371, R.P.R.D.C.T., from which a 5/8" iron rod with cap stamped "Jones Carter" found for the northwest corner of said Lot 1, Block A, bears North 89 Degrees 57 Minutes 00 Seconds West, a distance of 256.09 feet;

THENCE North 78 Degrees 32 Minutes 59 Seconds East, over and across a said 782.359 acre tract and Old Justin Road, a distance of 385.20 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the north line of said Old Justin Road and the southwest corner of said 21.841 acre tract and the POINT OF BEGINNING of the herein described tract;

THENCE departing the north line of said Old Justin Road, along the boundary line of said 21.841 acre tract, the following courses:

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 603.22 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 463.50 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 120.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 50 Minutes 30 Seconds West, 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 54.00 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 11.37 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 130.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, over and across said 782.359 acre tract, a distance of 1127.75 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 130.00 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 120.00 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 89 Degrees 41 Minutes 50 Seconds East, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 46 Degrees 26 Minutes 21 Seconds East, a distance of 13.74 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 19 Seconds West, a distance of 54.11 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a non-tangent curve to the left;

Northeasterly, along said non-tangent curve to the left having a central angle of 05 Degrees 28 Minutes 27 Seconds, a radius of 527.00 feet, an arc distance of 50.35 feet and a chord bearing and distance of North 84 Degrees 00 Minutes 37 Seconds East, 50.33 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the right;

Northeasterly, along said reverse curve to the right having a central angle of 06 Degrees 09 Minutes 33 Seconds, a radius of 473.00 feet, an arc distance of 50.85 feet and a chord bearing and distance of North 84 Degrees 21 Minutes 10 Seconds East, 50.82 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 45 Degrees 54 Minutes 06 Seconds East, a distance of 13.88 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 225.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 14 Degrees 05 Minutes 38 Seconds, a radius of 1030.00 feet, an arc distance of 253.36 feet and a chord bearing and distance of South 06 Degrees 51 Minutes 52 Seconds East, 252.73 feet to a 5/8" iron rod with cap stamped "Jones Carter" set at the beginning of a reverse curve to the right;

Southeasterly, along said reverse curve to the right having a central angle of 14 Degrees 04 Minutes 12 Seconds, a radius of 470.00 feet, an arc distance of 115.42 feet and a chord bearing and distance of South 06 Degrees 52 Minutes 35 Seconds East, 115.13 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 134.06 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 45 Degrees 09 Minutes 30 Seconds West, a distance of 14.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner in the north line of Old Justin Road;

THENCE North 89 Degrees 50 Minutes 30 Seconds West, along the north line of said Old Justin Road, a distance of 1011.20 feet to the POINT OF BEGINNING and containing 1,010,018 square feet or 23.187 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

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

Harvest Phase 4, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public, State of Texas

My Commission expires : _____

Belmont 407, LLC,
a Delaware 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 Delaware 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.

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



STATE OF TEXAS
COUNTY OF DALLAS

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

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

Notary Public in and for the State of Texas

FINAL PLAT
OF
HARVEST PHASE 4B

LOT 1X, BLOCK 61;
LOTS 1X & 1-29, BLOCK 62; LOTS 1-18, BLOCK 63;
LOTS 1X & 26-39, BLOCK 64; LOTS 11-13, BLOCK 65
AND LOTS 3-18, BLOCK 66
BEING 23.187 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
83 LOTS BY USE
(80 RESIDENTIAL, AND 3 NON-RESIDENTIAL
/OPEN SPACE LOTS)

JUNE 2019



DEVELOPER / OWNER:
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Belmont 407, LLC**
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Contact: Bryan Kennedy, E-mail: bkennedy@jonescarter.com

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Eric J. Tamayo, Public Works Director

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

Date: June 13, 2019

Re: Southside Sewer Collection System Evaluation and Limited Repair
Recommendations

In the Fiscal Year 2019 Adopted Budget, Council approved funding for the southside sewer collection system evaluation and limited repair. The evaluation has been completed and recommendations have been provided by AIMS Companies and RJN Group.

Staff recommends going out for bid for the recommended point repairs to complete the project. Total cost of repairs shall not, in total, exceed the sum of \$197,000.

Please contact me at 940-242-5704 if you have any questions or comments.

March 22, 2019

Mr. John Webb
American Industrial & Municipal Services, L.L.C.
1938 Josh Rd
Fort Worth, Tx 76177

RE: Northlake Southside Sewer Collection System Evaluation and Limited Repair Project
Preliminary Manhole Rehabilitation Recommendations

Dear Mr. Webb

Thank you for the opportunity to complete Manhole Inspection Activities in Northlake, TX.

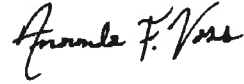
Utilizing industry standard safety procedures and appropriate traffic control, all subsurface manhole components were inspected utilizing 3D Optical Manhole Scanner technology. A total of 48 manholes were inspected. A review of the collected data was completed, and the attached table identifies the recommended rehabilitation measures.

- Manhole SMH.000166 was observed to have active “running” infiltration at a joint located approximately 7.5-feet from the rim at the time of inspection. Additionally, the frame and cover is recommended for replacement.
- Nineteen (19) manholes were identified for injection grouting and/or repair of the frame/chimney seal due to evidence of infiltration. Of these 19 manholes, 12 manholes include frame/chimney seal repair or replacement.
- Twenty-four (24) manholes were determined to be in good condition and did not require rehabilitation at the time of inspection. It is recommended that manholes that do not require rehabilitation at this time be placed on an inspection schedule to continue to evaluate the condition. Of these manholes, ten (10) are recommended for cover inserts only as described below.
- Manholes identified to have inflow from the cover seal to the frame are recommended to have a cover insert installed. This is not a water-tight solution; however, it is more cost effective than replacing the frame and cover in pavement. If the Town prefers to replace the frame and cover it is recommended that a traffic-rated composite manhole cover be installed to prevent corrosion typically observed on cast iron and improve water-tightness of the cover to frame seal.

Please let us know if you have any further questions. Thank you again for this opportunity.

Best Regards,

RJN Group, Inc.



Amanda F. Voss, P.E.
Project Manager



RJN GROUP INC.

The Choice for Collection System Solutions
Texas Registered Engineering Firm F-3260
12160 Abrams Rd. Suite 400
Dallas TX 75243

Town of Northlake, TX

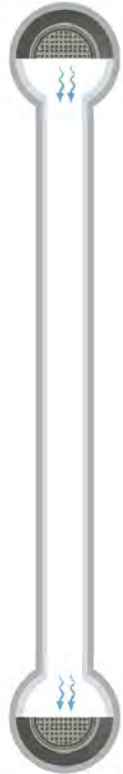
Preliminary Southside Manhole Rehabilitation Schedule

				Isolation/Quarantine for					Repair/Replace		
--	--	--	--	--------------------------	--	--	--	--	----------------	--	--

Manhole ID	Surface Type	Manhole Depth	Approximate Depth of Grout (ft)	Injection Grouting (at Joint or point of Infiltration Evidence)	Replace Concrete Collar	Replace Frame and Cover	Repair/Replace Frame Seal	Grade Adjustment/Chimney Seal	Cut and Grout Eyebolt (s)	Install Cover Insert
SMH.000369	Paved	12.8					X	X		
SMH.000387	Paved	18.9					X	X		
SMH.000017	Paved	21.8	11, 15, & 19	X			X			
SMH.000150	Non Paved	8.5				X				
SMH.000219	Paved	21.2					X			X
SMH.000520	Non Paved	4.3	1.9	X			X			
SMH.000537	Non Paved	15.9	2.5	X			X		X	
SMH.000116	Paved	8.1				X				
SMH.000166	Non Paved	12.8	7.5	X		X				
SMH.000250	Non Paved	14.3			X	X				
SMH.000402	Non Paved	16.5			X	X				
SMH.000469	Non Paved	14.9			X	X				
SMH.000352	Paved	11.6	2.8	X						X
SMH.000503	Paved	12.8	9.2	X						X
SMH.000016	Paved	13.7	4.9	X						
SMH.000185	Paved	13.8					X	X		X
SMH.000200	Non Paved	12.8	3.4 & 6.6	X						
SMH.000353	Paved	14.8	11.6	X			X			
SMH.000368	Non Paved	11	3	X						
SMH.000133	Paved	12.6	1.7	X			X			
SMH.000151	Paved	9.6					X	X		
SMH.000554	Paved	11.9	4.3	X						
SMH.000082	Paved	10.2					X	X		
SMH.000571	Paved	3.8					X	X		X
SMH.000318	Paved	6								X
SMH.000319	Paved	16.3								X
SMH.000320	Paved	4.9								X
SMH.000486	Paved	9.8								X
SMH.000521	Paved	14.3								X
SMH.000555	Paved	19.5								X
SMH.000018	Paved	4.2								X
SMH.000267	Non Paved	14.3								X
SMH.000421	Non Paved	14.6								X
SMH.000032	Non Paved	14.5								
SMH.000048	Non Paved	10.4								
SMH.000065	Non Paved	18.8								
SMH.000099	Non Paved	10.8								
SMH.000117	Paved	8.5								
SMH.000167	Paved	14								
SMH.000184	Paved	11.6								
SMH.000234	Non Paved	16.6								
SMH.000284	Paved	6.7								
SMH.000301	Non Paved	13.2								
SMH.000335	Non Paved	15.1								
SMH.000386	Paved	6.5								
SMH.000436	Paved	16.5								
SMH.000452	Non Paved	11.6								
SMH.000570	Non Paved	11.8								

Defect Listing Plot Left

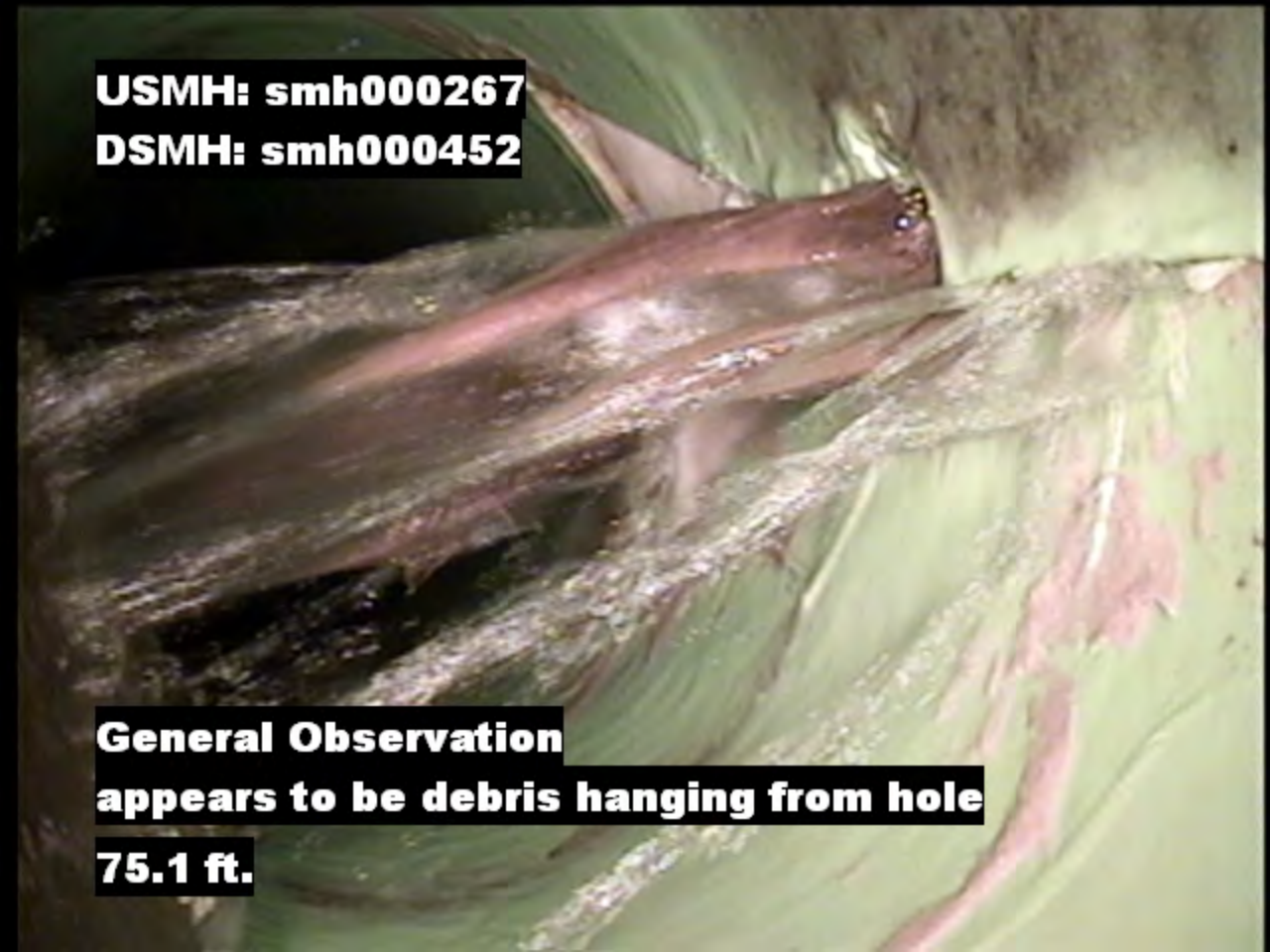
Customer tnl		Project c02-tnl10	Work Order c02-tnl10		Pipe Segment ID smh00267	
UPS Manhole smh000267	DNS Manhole smh000452	City north lake	Shape Circular		Material PolyVinyl Chloride	
UPS_Depth 15	DNS_Depth 14	Direction Downstream	Height 10	Width 10	JT Length	Loc Code
SPR 6	MPR 4	Address 114				
SPRI 3	MPRI 4	Purpose Routine Assessment				
QSR 3200	QMR 4100					
OPR 10	Surveyed By Wheeler	Weather Dry	Date 20190207		Plan Length	
OPRI 3.3	Certificate Number -216-07003013	Pre-Cleaning Jetting	Time 10:51		Length_Cleaned	
Additional Info			Sewer Use Sanitary		Length Surveyed 169.2	



smh000267

	Code:	Continuous:	Pos:	Val 1 / 2 :	% :	Gallons:
0.0 ft.	Access Point Manhole smh000267					
0.0 ft.	Water Level				10	
74.7 ft.	Fracture Longitudinal		12			
74.7 ft.	Infiltration Runner		12			
74.7 ft.	Hole		12			
75.1 ft.	General Observation appears to be debris hanging from hole					
169.2 ft.	Access Point Manhole smh000452					

smh000452



USMH: smh000267

DSMH: smh000452

General Observation
appears to be debris hanging from hole

75.1 ft.

1400 FM 407
Northlake, TX 76247
940-648-3290
Fax 940-648-0363

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Eric J. Tamayo, Public Works Director

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

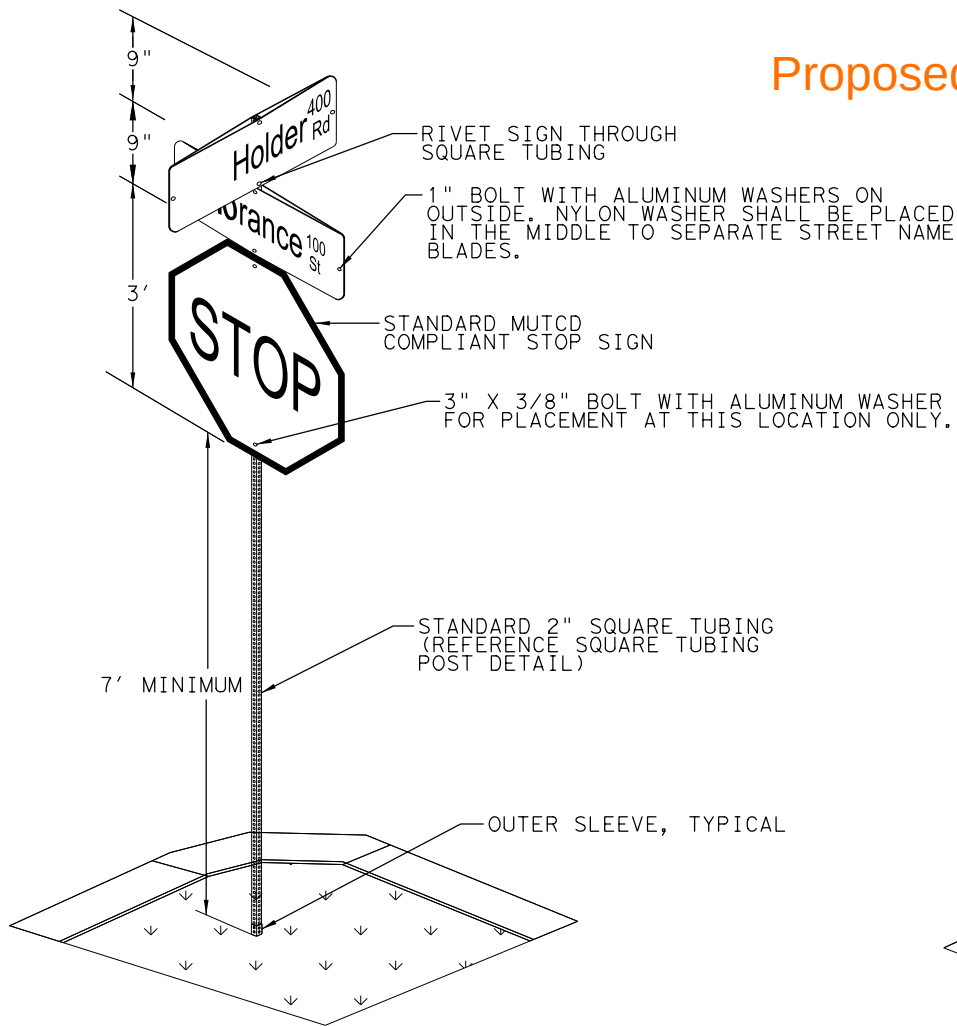
Date: June 13, 2019

Re: Proposed Revisions-Engineering Design Manual-Signing Details

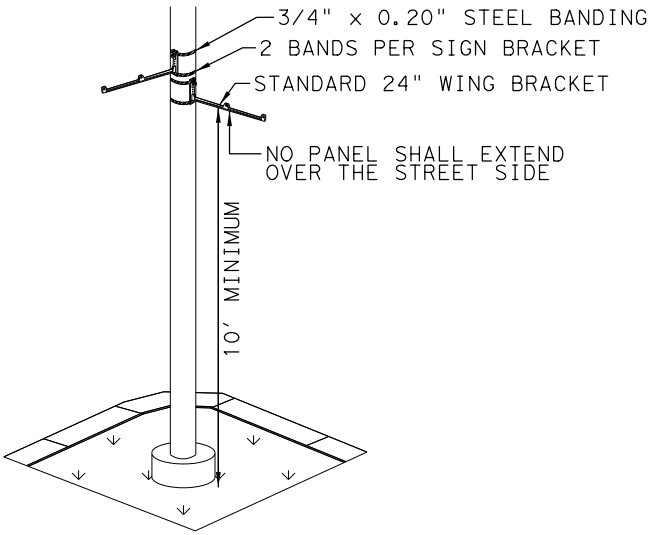
Staff seeks approval from Council to revise the Street Signing Details in the Engineering Design Manual. The proposed changes allow for street name signs to be riveted to the sign post. The current detail uses a bracket attached to the sign post. Staff has seen an increase of loose sign brackets, which causes signs to fall and become damaged.

Please contact me at 940-242-5704 if you have any questions or comments.

Proposed Detail



STREET NAME - POST INSTALLATION



STREET NAME - POLE INSTALLATION

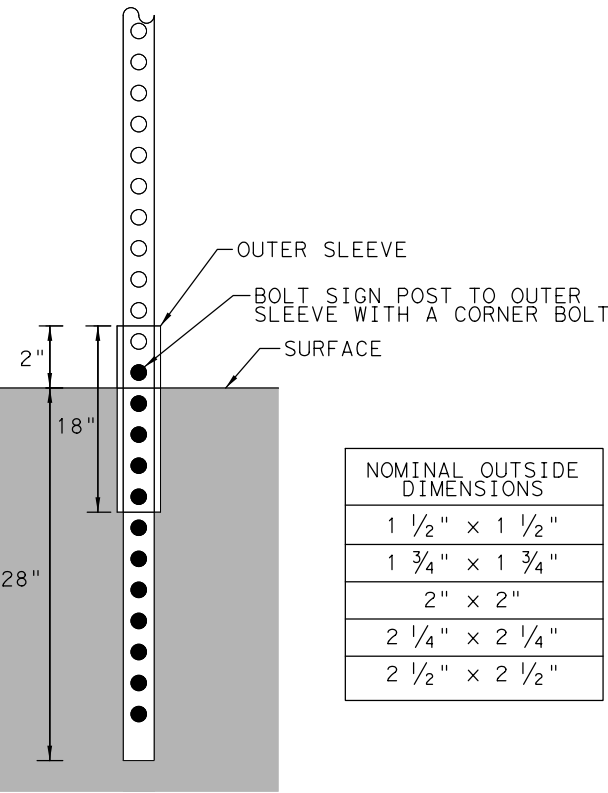


TYPICAL STREET NAME BLADE DETAIL

STREET NAME BLADE SPECIFICATIONS

- LOCATION:**
- 9" FLAT BLADE SHALL BE USED AT ALL INTERSECTIONS.
- BLADE REQUIREMENTS:**
- 9" FLAT BLADE SHALL BE ALUMINUM.
 - SIGN BLANK FOR 2 INCH POST INSTALL: 0.08 FEDERAL SPEC. ALUM (LP/SP INSTALL 0.125 UNDRILLED)
- LETTERING ALIGNMENT:**
- TOWN LOGO SHALL APPEAR AT THE LEFT EDGE
 - STREET NAME SHALL BE LEFT JUSTIFIED & ALIGNED WITH TOWN LOGO
 - BLOCK NUMBERS SHALL BE LOCATED IN UPPER RIGHT HAND CORNER & RIGHT JUSTIFIED.
 - ABBREVIATED STREET DESIGNATIONS SHALL BE LOCATED IN THE LOWER RIGHT HAND CORNER AND RIGHT JUSTIFIED.
- LETTERING FOR 9" FLAT BLADES:**
- FONT SHALL BE CLEAR VIEW 2W
 - FOR EACH WORD, THE FIRST LETTER SHALL BE UPPERCASE AND ALL FOLLOWING LETTERS SHALL BE LOWERCASE.
 - LETTERS IN ABBREVIATED STREET DESIGNATIONS SHALL BE 3" TALL AND WITH THE FIRST LETTER UPPERCASE (i.e. Ln, Pkwy, Ct, etc.)
 - BLOCK NUMBERS SHALL BE 3" TALL.
- SIGN SHEETING AND COLORS:**
- STREET NAME SIG SHEETING SHALL BE WHITE 3M DIAMOND GRADE CUBED (DG3) WITH GREEN ELECTRO-CUT (EC) TRANSPARENT FILM AS AN OVERLAY OR AN APPROVED EQUAL.
 - BACKGROUND COLOR SHALL BE GREEN.
 - ALL LETTERING SHALL BE WHITE.
 - EMBLEM SHALL BE ACQUIRED FROM TOWN OF NORTHLAKE.
- NO OUTLET STREET:**
- FOR A STREET WITH ONLY ONE CUL-DE-SAC END (TYPICAL) A STANDARD W 14-2a SHALL BE MOUNTED OVER THE STREET NAME BLADE.
 - IN THE CASE OF A STREET WITH TWO CUL-DE-SAC ENDS, 2 STANDARD W 14-2a SIGNS SHALL BE MOUNTED OVER THE STREET NAME BLADE PLACED IN THE APPROPRIATE DIRECTION.

- NOTES**
1. ALL SIGNAGE, BARRICADES, AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST REVISIONS OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND THE STANDARD HIGHWAY SIGN DESIGN FOR TEXAS.
 2. LOCATIONS SHOWN FOR SIGNAGE AND PAVEMENT MARKINGS ARE APPROXIMATE; FINAL LOCATIONS MAY CHANGE DUE TO POST CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL FEATURES. FINAL LOCATION OF ALL TRAFFIC CONTROL DEVICES SHALL BE FIELD VERIFIED WITH TOWN OF NORTHLAKE PRIOR TO INSTALLATION.
 3. ALL POSTS AND ANCHORS SHALL CONFORM TO THE STANDARD SPECIFICATIONS FOR HOT ROLLED CARBON SHEET STEEL, STRUCTURAL QUALITY ASTM DESIGNATION A570-79.
 4. ALL POSTS AND ANCHORS SHALL CARRY MINIMUM CERTIFIABLE 60,000 PSI YIELD STRENGTH.
 5. ALL POSTS AND ANCHORS SHALL BE MANUFACTURED FROM RAW STEEL, FORMED AND WELDED ON THE CORNER PRIOR TO RECEIVING A TRIPLE COAT PROTECTION OF INLINE HOT-DIPPED, GALVANIZED ZINC PER AASHTO M-120 (0.8 OZ. PER SQUARE FOOT) FOLLOWED BY A CHROMATE CONVERSION COATING AND A CROSS-LINKED POLYURETHANE ACRYLIC EXTERIOR COATING. THE INTERIOR SHALL RECEIVE A DOUBLE COAT OF ZINC BASED ORGANIC COATING, TESTED IN ACCORDANCE WITH ASTM B-117.
 6. ALL TOP POSTS MUST BE CAPABLE OF FRACTURING AT THE POINT OF CONNECTION WITH A SINGLE ANCHOR, WHEN IMPACTED, IN SUCH A MANNER THAT THE PIECE INSIDE OF THE ANCHOR CAN BE REMOVED SO AS TO ALLOW TO RECEIVE A NEW TOP POST.
 7. THE SHAPE OF ALL POSTS AND ANCHORS SHALL BE SQUARE AND STRAIGHT WITH SMOOTH TUBING WELDED IN ONE CORNER WITH A TOLERANCE THAT PERMITS TELESOPING OF THE NEXT LARGER OR SMALL SIZE, IN 1/4" INCREMENTS.
 8. ALL ANCHORS SHALL BE 12 GAUGE WITH HOLES THAT ARE FULLY PERFORATED 7/16" DIAMETER ON 1" CENTERS FOR AT LEAST THE TOP 4" OF THE ANCHOR WHILE BEING TRULY ALIGNED IN THE CENTER OF THE SECTION.
 9. ALL TOP POSTS SHALL BE 14 GAUGE WITH HOLES THAT ARE PRE PUNCHED ON 1" CENTERS FOR THE ENTIRE LENGTH OF THE POST AND TRULY ALIGNED IN THE CENTER OF THE SECTION.
 10. STANDARD OUTSIDE CORNER RADII SHALL BE 5/32" PLUS OR MINUS 1/32".
 11. SIGNS TO BE ATTACHED TO POST AT THE DESIRED HEIGHT WITH BOLTS.



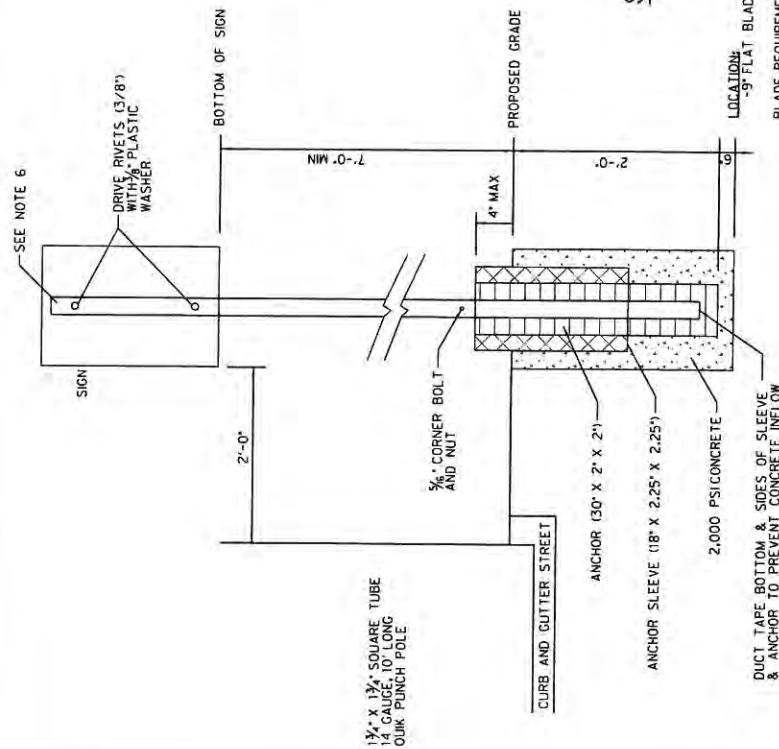
SQUARE TUBING POST DETAIL

NOMINAL OUTSIDE DIMENSIONS
1 1/2" x 1 1/2"
1 3/4" x 1 3/4"
2" x 2"
2 1/4" x 2 1/4"
2 1/2" x 2 1/2"

CERTIFICATION:

THIS TOWN OF NORTHLAKE STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM THE TOWN OF NORTHLAKE.

PAVEMENT STANDARD DETAILS						
SIGNING DETAILS & TRAFFIC CONTROL NOTES						
 THE TOWN OF NORTHLAKE TEXAS						
DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
HALFF	HALFF	HALFF	MAY 2019	N. T. S.	P-20	—



STREET NAME BLADE
SPECIFICATIONS

- 3" FLAT BLADE SHALL BE USED AT ALL INTERSECTIONS.
- BLADE REQUIREMENTS:
 - 3" FLAT BLADE SHALL BE ALUMINUM.
- LETTERING ALIGNMENT:
 - TOWN LOGO SHALL APPEAR AT THE LEFT EDGE
 - STREET NAME SHALL BE LEFT JUSTIFIED & ALIGNED WITH TOWN LOGO
 - BLOCK NUMBERS SHALL BE LOCATED IN UPPER RIGHT HAND CORNER & RIGHT JUSTIFIED
 - ABBREVIATED STREET DESIGNATIONS SHALL BE LOCATED IN THE LOWER RIGHT HAND CORNER AND RIGHT JUSTIFIED.

SIGN POST DETAIL

- ### TRAFFIC CONTROL NOTES
1. ALL SIGNS, BARRICADES AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS HIGHWAY DEPARTMENT STANDARD SPECIFICATIONS FOR TRAFFIC CONTROL, STANDARD SPECIFICATION NO. 201, AND THE STANDARD HIGHWAY SIGN DESIGN FOR TEXAS.
 2. LOCATIONS SHOWN FOR SIGNAGE AND PAVEMENT MARKINGS ARE APPROXIMATE; FINAL LOCATIONS MAY CHANGE DUE TO POST CONSTRUCTION CONDITIONS AND PRESENCE OF OTHER PHYSICAL OBSTACLES. ALL TRAFFIC CONTROL DEVICES SHALL BE FIELD VERIFIED WITH TOWN OF NORTHLAKE PRIOR TO INSTALLATION.
 3. ALL PAVEMENT MARKINGS OTHER THAN BUTTONS SHALL BE THERMOPLASTIC UNLESS OTHERWISE NOTED.
 4. ALL SIGNS SHALL BE PLACED AT AN APPROPRIATE INTENSITY AND THE SIZES SHALL BE STANDARD UNLESS OTHERWISE NOTED.
 5. ALL TRAFFIC SIGNS, POSTS, AND MATERIALS SHALL BE INSTALLED PER DETAIL ON THIS SHEET.
 6. FOR STOP SIGNS THAT WILL ACCEPT TRAFFIC STREET SIGNS, EXTEND POST ABOVE STOP SIGN TO ACCEPT TRAFFIC STREET SIGNS FOR MOUNTING. (FOR ALL OTHERS, POST SHALL NOT EXTEND ABOVE SIGN).
 7. CHANGES TO TYPICAL SIGN POST LOCATION MADE AT ENGINEER'S DISCRETION.



PAVEMENT STANDARD DETAILS
 SIGNING DETAILS &
 TRAFFIC CONTROL NOTES

CERTIFICATION: THIS TOWN OF NORTHLAKE STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM THE TOWN OF NORTHLAKE.

DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
HALFF	HALFF	HALFF	MAY 2010	N.T.S.	P-20	—

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: June 20, 2019

Re: Ratify Intent to Purchase Texas Department of Transportation Right-of-way and
Approve Agreement with Adjacent Property Owner to Repurchase Property

As part of the fiscal year 2018-2019 Northlake Economic and Community Development Corporation budgets, the boards collectively funded a project to relocate the Sam Lee Lane driveway at IH 35W not to exceed \$30,000. The original location, when Sam Lee Lane was a through street, was at a non-right angle and was located at the northern end of the property prohibiting efficient use of the property. The proposed location will move the driveway further south and at a right angle allowing for two separate tracts for future development.

The Town Engineer, per the NEDC/NCDC project scope, received the driveway permit for the proposed location from TXDOT. The ROW for the original location then became surplus property. When the Town inquired about the fate of the surplus ROW, TXDOT first required the Town to conduct an appraisal, then offered the Town a thirty-day option to purchase the ROW for the appraised price of \$66,258 per a letter dated April 23, 2019.

Staff then informed the adjacent property and developer about the potential purchase of the surplus ROW. The developer was interested in the ROW as it would increase parking thereby increasing potential development. At their May 16th meeting, the Northlake Economic Development Corporation board approved the purchase of the surplus ROW with the subsequent sale for the same price to the developer. On May 17th, the Town informed TXDOT of the NEDC's intent to purchase the ROW on behalf of the Town.

TXDOT informed us that they can only sell to a government entity with condemnation authority. Although the NEDC does have condemnation authority, Mayor Rettig directed Town staff to submit the Town's intent to purchase the ROW rather than miss the May 23rd deadline. On the May 22nd, the Town sent the intent letter to preserve the Council's ability to move forward with the purchase. For Council consideration is the ratification of the intent to purchase the ROW using NEDC funds and an agreement with the developer to purchase the property from the Town for the same amount.

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



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

April 23, 2019

RE: Potential Sale of State-Owned Property
Texas Department of Transportation
+/- 0.0845 acres
East side of IH 35 West
Town of Northlake, Denton County, TX 76226

VIA FEDERAL EXPRESS

Drew Corn
Town Administrator
Town of Northlake
1500 Commons Circle, Suite 300
Northlake, TX 76226

Dear Priority Holder,

The Dallas District of the Texas Department of Transportation ("TxDOT") has determined that the above described property is no longer needed for state highway purposes. A copy of the survey of the property is enclosed. In accordance with Texas Transportation Code, Section 202.021, governmental entities with the authority to condemn real property have priority right to purchase TxDOT property that is sold and this letter is a notice of your priority right to purchase the above described property.

The purchase price for this property is \$66,258.00 (Sixty-Six Thousand Two Hundred Fifty-Eight Dollars and No/100's), plus survey costs, appraisal costs, and any additional incurred closing costs, including the cost of any owner's title policy you may require.

In order to exercise your priority, within thirty (30) days of the receipt of this letter, please provide TxDOT with a written statement of your entity's intent to purchase the property on these terms. Please forward a copy of the statement to:

Mr. Jess Berglund
Right of Way Division
118 Riverside Drive
Austin, Texas 78704

Or by email to: Jess.Berglund@txdot.gov.

This transaction is subject to change or cancellation by TxDOT. Furthermore, the conveyance will be made subject to any easements for access to a right of way, implied or otherwise, appurtenant to any and all properties abutting the property being sold. If the above does not receive a copy of the statement exercising the priority right within thirty (30) days after your receipt of this letter, TxDOT will consider your priority right to purchase the property to be waived. If the priority holder is not interested in the property TxDOT would appreciate it if you would return the enclosed Waiver of Priority Purchase Right prior to the automatic 30-day waiver.

If you have any questions concerning this matter, please contact Jess Berglund at (512) 486-5883 or at Jess.Berglund@txdot.gov.

Sincerely,

DocuSigned by:

22DC89D814DA486...

Real Estate Management Analyst
Right of Way Division

CC: Mohamed Bur, P.E., District Engineer, Dallas District
Stephen Dodge, Interim Section Director, Right of Way Division
Lezlie Kirby, Project Delivery Supervisor, Dallas District

OUR VALUES: People • Accountability • Trust • Honesty

OUR MISSION: Through collaboration and leadership, we deliver a safe, reliable, and integrated transportation system that enables the movement of people and goods.

An Equal Opportunity Employer

Waiver of Priority Purchase Right

RE: Offer to Sell State-Owned Property
Texas Department of Transportation
+/- 0.0845 acres
East side of IH 35 West
Town of Northlake, Denton County, TX 76226

Jess Berglund
Real Estate Management and Development Division
Texas Department of Transportation
118 Riverside Drive
Austin, Texas 78704

Dear Mr. Berglund:

We have reviewed TxDOT's letter dated 04-23-2019 regarding the proposed sale of the above referenced property.

The Priority Holder IS NOT interested in purchasing this property.

The Priority Holder WAIVES the priority right to purchase this property.

Sincerely,

_____[Signature]

_____[Name]

_____[Title]

_____[Entity Name]

Date: _____, 20__

EXHIBIT "A"
TRACT 1

BEING a 0.0845 acre parcel of land in the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas, and being a part of a tract of land deeded to the State of Texas, as recorded in Volume 516, page 236 of the Deed Records of Denton County, Texas, said 0.0845 acre parcel of land being more particularly described as follows:

COMMENCING at a 1/2-inch found iron rod with Pacheco Koch cap, being on the existing easterly right-of-way line of Interstate Highway 35W (I-35W) (variable width right-of-way), same being the north corner of that tract of land described as Part of Tract 4 in deed to Northport Partners, LLC, as recorded in Document No. 2015-83003 in the Official Records of Denton County, Texas (hereinafter referred to as "Tract 4");

THENCE South 37 degrees 04 minutes 19 seconds West, along the existing east right-of-way line of I-35W, same being the northwest line of said Tract 4, a distance of 94.24 feet to a 1/2-inch found iron rod with cap stamped "WINDROSE" for corner and being the **POINT OF BEGINNING**;

THENCE South 09 degrees 31 minutes 01 second East, continuing along said existing right-of-way line, a distance of 39.35 feet to a found "x" cut for corner;

THENCE South 00 degrees 33 minutes 07 seconds East, continuing along said existing right-of-way line, a distance of 13.49 feet to a found "x" cut for corner;

THENCE North 89 degrees 39 minutes 42 seconds East, continuing along said existing right-of-way line, a distance of 12.69 feet to a found "x" cut for corner;

THENCE South 55 degrees 45 minutes 20 seconds West, continuing along said existing right-of-way line, a distance of 146.99 feet to a 1/2-inch found iron rod with cap (unreadable) for corner being at the intersection of the existing easterly right of way line and the new easterly right-of-way line of I-35W;

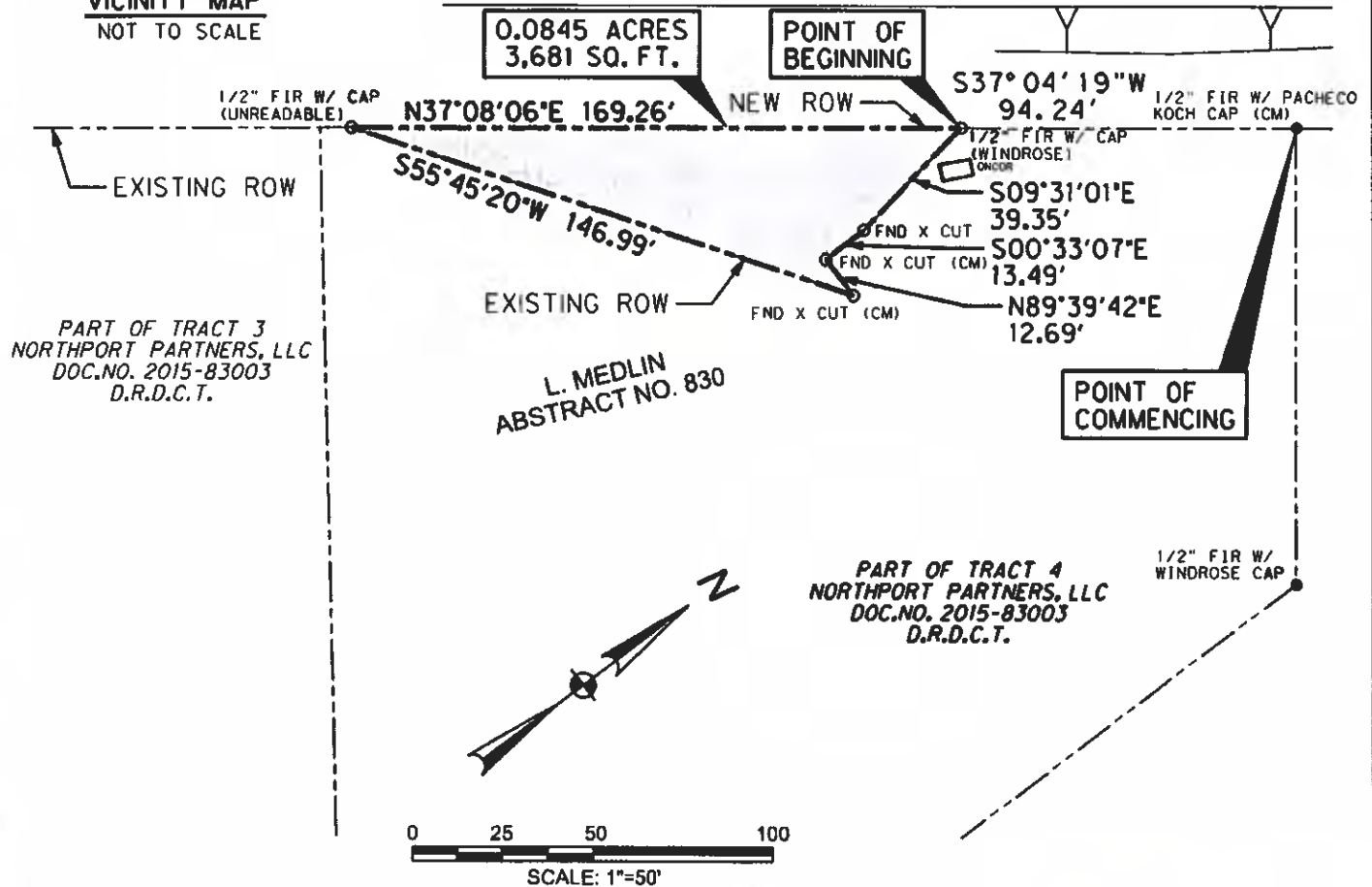
THENCE North 37 degrees 08 minutes 06 seconds East, leaving said existing right-of-way line and with the new right-of-way line of I-35W, a distance of 169.26 feet to the **POINT OF BEGINNING AND CONTAINING** 3,681 square feet or 0.0845 acres of land, more or less.

A plat accompanies this legal description.



VICINITY MAP
NOT TO SCALE

IH-35W NORTHBOUND FRONTAGE ROAD



A LEGAL DESCRIPTION
ACCOMPANIES THIS EXHIBIT

EXHIBIT "A"

**0.0845 ACRE
TRACT 1**

SITUATED IN THE
**LEWIS MEDLIN SURVEY
ABSTRACT NO. 830**

IN THE
TOWN OF NORTHLAKE, DENTON COUNTY TEXAS

Basis of Bearing is the Texas Coordinate System North Central Zone (4202), North American Datum of 1983 (NAD 83) 2011 adjustment, observed by RTK using the Leica SmartNet Network on 10/22/2018. Distances shown are US Survey feet displayed in surface values, scale factor is 1.000150630.



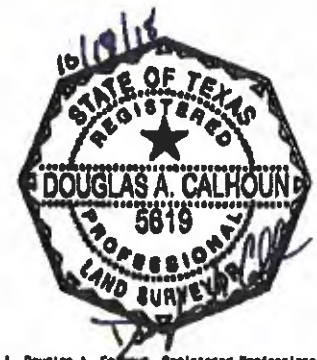
4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137 (817) 847-1423
TSPLS FORM NO. 10029005

DGN: 31647MA15-ROW.dgn

DATE: JANUARY 2019

LEGEND

- FIR ● FOUND IRON ROD
- PFC ▲ CALCULATED POINT FOR CORNER
- (CM) CONTROL MONUMENT
- EXISTING PROPERTY LINE
- PROPOSED TRACT LINE
- O.R.D.C.T. OFFICIAL RECORDS DENTON COUNTY TEXAS
- D.R.D.C.T. DEED RECORDS DENTON COUNTY TEXAS
- P.R.D.C.T. PLAT RECORDS DENTON COUNTY TEXAS



I, Douglas A. Calhoun, Registered Professional Land Surveyor, do hereby certify that this parcel was measured from a survey mark on the ground under my supervision and direction.

AVO: 31647

PAGE NO.: 2 OF 2



May 17, 2019

Jess Berglund
Right of Way Division
118 Riverside Drive
Austin, Texas 78704

Dear Mr. Berglund,

In response to your letter dated April 23, 2019, The Town of Northlake intends to use our priority right to purchase +/- 0.0845 acres of surplus property currently held by Texas Department of Transportation on the east side of IH 35W in the amount of \$66,258.00. The Town has previously provided a survey and appraisal at our cost.

Please contact me on how to proceed with the purchase.

Sincerely,

Drew Corn
Town Administrator

CC: Ben McGahey, Town Engineer
Ashley Dierker, Town Attorney
Shirley Rogers, Town Secretary
Nathan Reddin, Development Services Director

CONTRACT OF SALE

STATE OF TEXAS §
§
COUNTY OF DENTON §

THIS CONTRACT OF SALE is made by and between TOWN OF NORTHLAKE, TEXAS (referred to in this Contract as "Seller") and SCSD-FINNELL, LTD., a Texas limited partnership (referred to in this Contract as "Purchaser").

ARTICLE I. PURCHASE AND SALE

By this Contract, Seller sells and agrees to convey, and Purchaser purchases and agrees to pay for certain real property situated in Denton County, Texas described on Exhibit "A," attached hereto and incorporated herein for all purposes, all of such real property, rights, and appurtenances being referred to in this Contract as the "Property", together with any improvements and fixtures, situated on and attached to the Property. This Contract is made for the consideration and upon and subject to the terms, provisions, and conditions set forth below.

ARTICLE II. PURCHASE PRICE

The purchase price for the Property shall be sixty-six thousand, two hundred and fifty-eight dollars (\$66,258.00) cash to be paid by Purchaser to Seller.

ARTICLE III. CONDITION PRECEDENT TO PURCHASE AND SALE

Notwithstanding anything to the contrary herein, as of the date of this Contract, Seller has agreed to purchase the Property but does not own the Property. In the event Seller does not obtain title to the Property prior to Closing Date (as defined in paragraph 7.01 of this Contract) for any reason, this Contract shall automatically terminate and neither party shall have any further obligations hereunder.

ARTICLE IV. EARNEST MONEY

\$100.00 has been tendered by Purchaser to the Seller with this Contract. Seller shall deliver this amount (the Escrow Deposit) Republic Title of Texas, Inc., 2626 Howell Street, 10th Floor, Dallas, TX 75204, Attn: Becky Etter, Tel: 214-855-8888 (the "Title Company"). The Escrow Deposit shall be credited towards the sales price at Closing; provided, however, that in the event the Purchaser shall have given written notice to the Title Company that one or more of the conditions to its obligations set forth in Article IV have not been met, or, in the opinion of Purchaser, cannot be satisfied, in the manner and as provided for in Article IV, then the escrow agent shall return the Escrow Deposit to Purchaser. In the event that Purchaser does not deliver notice of title objections to Seller within thirty (30) days of the time period required in Article IV, or if Seller cures any of Purchaser's noted title defects in accordance with Article IV, then the Escrow Deposit

will become non-refundable and if Closing does not occur due to a default of Purchaser, the Escrow Deposit will be forfeited to Seller and retained by Seller as liquidated damages.

ARTICLE V. PURCHASER'S RIGHTS AND OBLIGATIONS

5.01 **Preliminary Title Report.** Within fifteen (15) days after the date hereof, Purchaser, at Purchaser's sole cost and expense, shall have the Title Company issue a preliminary title report (the "Title Report") accompanied by copies of all recorded documents relating to easements, rights-of-way, etc., affecting the Property. Purchaser shall give Seller written notice on or before the expiration of thirty (30) days after Purchaser receives the Title Report that the condition of title as set forth in the title report is or is not satisfactory, and in the event Purchaser states that any conditions are not satisfactory, Seller shall promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Purchaser, but Seller shall be obligated to spend only a nominal amount to do so. In the event Seller chooses not or is unable to do so within thirty (30) days after receipt of written notice, this Contract shall thereupon be null and void for all purposes. If written notice containing Purchaser's title objections is not received by Seller within the thirty (30) day period after receipt of the Title Report, all conditions shall be deemed to be acceptable and any objection thereto shall be deemed to have been waived by Purchaser for all purposes.

5.02 **Survey.** Attached as Exhibit "A" is a copy of the survey that Seller has caused to be prepared for the Property.

ARTICLE VI. REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Purchaser as follows, which representations and warranties shall be deemed made by Seller to Purchaser also as of the Closing Date, but shall not survive Closing:

- (a) There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or trespassers;
- (b) Seller is the record owner of the Property and has the right and ability to convey to Purchaser good and marketable title in fee simple to the portion of the Property shown and described on Exhibit "A" without the approval or participation of any other person and free and clear of any and all liens, encumbrances, conditions, assessments and restrictions;
- (c) Seller is not aware of any hazardous substances buried on the Property;

ARTICLE VII. CLOSING

7.01 **Closing Date.** The closing shall be held at the Title Company on or before the date that is 30 days following Seller's obtaining of title in accordance with Article III herein, at such time as Seller and Purchaser may agree upon (which date is herein referred to as the "Closing Date").

7.02 Conditions at Closing. The Closing and Seller and Purchaser's obligations, as applicable, under this Contract to purchase and sell the Property are expressly conditioned on:

- (1) Seller's delivery to Purchaser at Closing of a duly executed and acknowledged General Warranty Deed, acceptable to Purchaser acting reasonably, conveying good and marketable title to the portion of the Property shown and described on Exhibit "A," in fee simple unless otherwise noted herein, free and clear of any and all liens, encumbrances, conditions, assessments, and restrictions other than as provided in this Contract;
- (2) Delivery to Purchaser, at Purchaser's sole expense, of a Texas Owner's Title Policy, issued by the Title Company, in the full amount of the purchase price, insuring Purchaser's fee simple title to the portion of the Property shown and described on Exhibit "A," subject only to those title exceptions listed in this Article VI, if any, such other exceptions as may be approved in writing by Purchaser, or waived in accordance with Article IV, and the standard printed exceptions contained in the usual form of Texas Owner's Title Policy, provided, however:
 - (a) The boundary and survey exceptions shall be deleted;
 - (b) The exception as to restrictive covenants shall be endorsed "None of Record"; and
 - (c) The exception as to the lien for taxes shall be limited to the year of Closing and shall be endorsed "Not Yet Due and Payable."
- (3) Purchaser and Seller's execution of such documents and instruments reasonably requested by the title company to consummate the transactions contemplated herein;
- (4) Delivery to Purchaser of possession of the Property; and
- (5) Purchaser's delivery to Seller the Purchase Price, less the Earnest Money Deposit in accordance with the terms of this Contract.

7.03 Failure of Conditions. Should any of the conditions specified in Paragraph 6.02 of this Contract related to Seller deliverables fail to occur within fifteen (15) days after the establishment of a Closing Date as provided in Paragraph 6.01 of this Contract, Purchaser shall have the power, exercisable by written notice to Seller, to cancel the Closing, terminate this Contract, and recover any amounts deposited with the Title Company on account of the purchase price of the Property. The exercise of this power by Purchaser shall not, however, constitute a waiver of any other rights Purchaser may have against Seller for breach of this Contract. The Title Company (Escrow Agent) shall be and is hereby irrevocably instructed by Seller on any such failure of condition and receipt of such notice from Purchaser by it to immediately refund to Purchaser all monies and instruments deposited pursuant to this Contract. Should any of the

conditions specified in Paragraph 6.02 of this Contract related to Purchaser deliverables fail to occur within fifteen (15) days after the establishment of a Closing Date as provided in Paragraph 6.01 of this Contract, Seller shall have the power, exercisable by written notice to Purchaser, to cancel the Closing and terminate this Contract, in which case Seller shall be entitled to retain the Escrow Deposit as liquidated damages and the Title Company (Escrow Agent) shall be and is hereby irrevocably instructed by Purchaser on any such failure of condition and receipt of such notice from Purchaser to immediately release to Seller the Escrow Deposit. The exercise of this power by Seller shall not, however, constitute a waiver of any other rights Seller may have against Purchaser for breach of this Contract.

7.04 Taxes. Purchaser shall be responsible for any and all taxes and other assessments against the Property as of the Closing Date. In no event shall Seller, as an economic development corporation operating on behalf of its authorizing unit, the Town of Northlake, a municipal corporation of the State of Texas, be liable for property taxes or other assessments of any kind which have been or will be assessed against the Property, including, but not limited to, any roll back or other deferred taxes. This provision shall survive the Closing.

7.05 Closing Costs. All costs and expenses of closing in consummating the sale and purchase of the Property shall be borne and paid by Purchaser.

ARTICLE VIII. BREACH BY SELLER

In the event Seller shall fail to fully and timely perform any of its obligations hereunder or shall fail to consummate the sale of the Property for any reason, except because of Purchaser's termination of this Contract or because of Purchaser's default, Purchaser may either terminate the Contract, enforce specific performance of this Contract, or seek any other remedies available at law, in equity, or by statute. Seller's misrepresentation of any representation or warranty under article VI of this Contract or failure to comply with the terms of article VII of this Contract, shall constitute a default of this Contract by Seller.

ARTICLE IX. BREACH BY PURCHASER

If Purchaser shall fail to consummate this Contract for any reason, except Seller's default or the termination of this Contract pursuant to a right to terminate given herein, Purchaser shall be in default and Seller may as its sole and exclusive remedy have the Escrow Deposit paid to Seller as liquidated damages for the breach of Contract thereby releasing Purchaser from this Contract.

ARTICLE X. REAL ESTATE COMMISSIONS

It is understood and agreed that no real estate brokers were involved in the negotiation and consummation of this Contract, and that no commission will be owed at the Closing. TO THE EXTENT PERMITTED BY LAW, SELLER AGREES TO INDEMNIFY AND HOLD PURCHASER, AND PURCHASER'S AGENTS, ATTORNEY'S, REPRESENTATIVES, AND EMPLOYEES HARMLESS FROM ANY AND ALL LIABILITY FOR THE PAYMENT OF REAL ESTATE COMMISSIONS THAT MAY ARISE AS A RESULT OF THE

NEGOTIATION AND CONSUMMATION OF THIS CONTRACT BY THE PARTIES. THIS ARTICLE IX SHALL SURVIVE THE TERMINATION OF THIS CONTRACT.

ARTICLE XI. MISCELLANEOUS

11.01 **Effective Date.** The effective date of this Contract will be the date the last party executes the contract.

11.02 **Survival of Covenants.** Any of the representations, warranties, covenants, and contracts of the parties, as well as any rights and benefits of the parties, pertaining to a period of time following the Closing Date of the transactions contemplated hereby shall survive the Closing.

11.03 **Notices.** Any notice required or permitted to be delivered hereunder shall be deemed received when sent by certified United States mail, postage prepaid, return receipt requested, addressed to Seller or Purchaser, as the case may be, at the address set forth below the signature of the party hereunder.

11.04 **Texas Law to Apply.** This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

11.05 **Parties Bound.** This Contract shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Contract.

11.06 **Legal Construction.** The parties acknowledge and agree that this Contract is the product of negotiation and compromise, and that both parties have consulted legal counsel in the negotiation of the Contract, and that the Contract shall not be construed against the other party, but all other rules of contract construction shall apply. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

11.07 **Gender.** Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

11.08 **Time.** In this Contract, time is of the essence and compliance with the times for performance is required.

11.09 **Attorneys Fees.** The prevailing party in the adjudication of any proceeding relating to this Contract shall be authorized to recover its reasonable and necessary attorney's fees pursuant to Sec. 271.159 of the Texas Local Government Code.

11.10 **No Waiver.** The failure of a party to enforce a right under this Contract shall not

be construed to waive such party's right to enforce any other rights under this Contract. Nothing in this Contract shall be construed to waive the Purchaser's governmental immunity under Texas law.

[DATE AND SIGNATURE PAGES FOLLOW]

EXECUTED this _____ day of _____, 2019.

SELLER:

TOWN OF NORTHLAKE, TEXAS

By: _____
Drew Corn, Town Administrator

ADDRESS:
1500 Commons Circle, Ste 300
Northlake, Texas 76226

PURCHASER:

SCSD-FINNELL, LTD.,

By: SCSD-Finnell Management, LLC,
its General Partner

By: _____
Cary Albert, President

ADDRESS:
14114 Dallas Pkwy, Suite 670, Dallas, TX 75254

Exhibit "A"
Legal Description of the Property
[two pages attached]



Tax Increment Reinvestment Zone No. 1

Agenda Item 7

NOTICE OF MEETING
BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
THURSDAY, JUNE 20, 2019
6:30 PM
TOWN OF NORTHLAKE, TEXAS

NOTICE IS HEREBY GIVEN that the Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), will hold a public meeting to commence at 6:30 pm on June 20, 2019 at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake Texas 76226

The matters to be considered and acted upon at the meeting will include the following:

1. Call meeting to order
2. Election of Officers
3. Approval of FY 2019 proposed budget
4. Adjourn the meeting

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true, full and correct copy of a notice that was posted on a bulletin board located at a place at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake Texas 76226, convenient to the public at all times at 6:30 pm on June 13, 2019



Shirley Rogers
Town Secretary

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 19-13**

**BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPOINTING DIRECTORS AND A
CHAIRMAN FOR THE BOARD OF DIRECTORS OF THE TOWN OF NORTHLAKE TAX INCREMENT
FINANCING REINVESTMENT ZONE NUMBER ONE AND PROVIDING AN EFFECTIVE DATE**

WHEREAS, the Town Council of the Town of Northlake, Texas, pursuant to Ordinance No. 15-1210B adopted on December 10, 2015 (the "Ordinance"), created the Town of Northlake Tax Increment Financing Reinvestment Zone Number One (the "Zone"), and created a Board of Directors for the Zone; and

WHEREAS, in accordance with the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), the Town Council is authorized to appoint the number of directors specified in the Ordinance, and it further authorized to appoint the Chairman of the Board of Directors.

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

Section 1. All matters stated in the preamble of this resolution are true and correct and are hereby incorporated into the body of this resolution as if copied in their entirety.

Section 2. Pursuant to the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended and the Ordinance, the Town of Northlake hereby appoint six members to the Board of Directors of the Town of Northlake Tax Increment Financing Reinvestment Zone Number One, to serve for two-year terms as named in the attached Exhibit A.

Section 3. David A. Rettig is hereby appointed to serve as Chairman of the Board of Directors.

Sections 4. This resolution shall become effective from and after the date of its passage.

**Passed and approved by the Town Council of the Town of Northlake, Texas on this the
20th day of June 2019**

Town of Northlake, Texas

David A. Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT A

Tax Increment Financing Reinvestment Zone Number One

BOARD OF DIRECTORS

The Town Council of the Town of Northlake, Texas, hereby appoints the following members to the Board of Directors of Town of Northlake Tax Increment Financing Reinvestment Zone Number One, effective June 20, 2019:

David A. Rettig

Brian G. Montini

Rena Hardeman

Jimmy Lambert

Roger Sessions

Danny Simpson

**TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
TOWN OF NORTHLAKE, TEXAS**

FY 18-19 Current List of Officers

Peter Dewing, Chairman

Brian Montini, Vice Chairman

Jimmy Lambert, Secretary

Rena Hardeman, Director

Roger Sessions, Director

Danny Simpson, Director

FY 19-20 List of Officers

_____, **Chairman**

_____, **Vice Chairman**

_____, **Secretary**

_____, **Director**

_____, **Director**

_____, **Director**

**BYLAWS OF
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE,
TOWN OF NORTHLAKE, TEXAS**

ARTICLE I

PURPOSE AND POWERS

Section 1. Development or Redevelopment in the Zone. In order to promote the development and redevelopment of a certain area within its jurisdiction the Town of Northlake, Texas (the "Town") has authorized the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), as authorized by the Tax Increment Financing Act, Chapter 311, Texas Tax Code, as amended (the "Act"), and pursuant to the Act has established a Board of Directors for the Zone ("Board of Directors" or "Board").

Section 2. Powers. The property and affairs of the Zone shall be managed and controlled by the Town Council based on the recommendations of the Board of Directors, subject to the restrictions imposed by law, the ordinance creating the Zone, and these Bylaws. It is the intention of the Town Council that the Board of Directors shall function in an advisory capacity with respect to the Zone except with respect to such powers that are granted to the Board pursuant to the Act or are delegated to the Board by the Town Council.

ARTICLE II

BOARD OF DIRECTORS

 Section 1. Powers, Number and Term of Office. As set forth in the ordinance creating the Zone, the Board of Directors shall consist of six directors, all of whom shall be appointed by the Town Council of the Town.

In the event of a vacancy caused by the resignation, death or removal, for any reason, of a director, the Town Council shall be responsible for filling the vacancy.

Section 2. Meetings of Directors. The directors may hold their meetings at such locations as the Board of Directors may from time to time determine.

Section 3. Regular Meetings. Regular Meetings of the Board of Directors shall be held at such times and places as shall be designated from time to time, by the Board of Directors. Notice of all regular and emergency meetings of the Board and any committees thereof shall be conducted and posted in accordance with the provisions of the Texas Open Meetings Act, Texas Government Code, Chapter 551.001 et seq. There shall be at least one Regular Meeting held each year in the month of August. The Board may vote to hold the annual Regular Meeting on another date within 90 days of the end of the same fiscal year.

Section 4. Emergency Meetings. Emergency Meetings of the Board of Directors shall be held whenever called by the Chairman, by the Secretary, by a majority of the directors then in office or upon advice of or request by the Town Council.

The Secretary shall give notice to each director of each Emergency Meeting in person, or by courier, facsimile, telephone or electronic communication, at least 24 hours before the meeting. Notice of all Emergency Meetings shall state the purpose which shall be the only business conducted.

Section 5. Quorum. A majority of the directors holding current appointments shall constitute a quorum for the consideration of matters pertaining to the purposes of the Zone. The act of the majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board of Directors, unless the act of a greater number is required by law.

Section 6. Conduct of Business. At the meetings of the Board of Directors, matters pertaining to the purposes of the Zone shall be considered in such order as from time to time the Board of Directors may determine.

At all meetings of the Board of Directors, the Chairman shall preside and in the absence of the Chairman, the Vice Chairman shall exercise the power of the Chairman. If the Chairman and Vice Chairman are both absent, the directors present at the meeting may designate a director to preside at the meeting.

The Secretary of the Board of Directors shall act as Secretary of all meetings of the Board of Directors, but in the absence of the Secretary, the presiding officer may appoint any person to act as Secretary of the meeting. Town staff shall provide notice of meetings and prepare meeting agendas.

Within fifteen business days following each Regular and Emergency Meeting, a copy of the minutes of the meeting shall be submitted to the Town Secretary of the Town.

Section 7. Compensation of Directors. Directors as such shall not receive any salary or compensation for their services, except that they shall be reimbursed for their actual expenses incurred in the performance of their duties hereunder.

Section 8. Attendees. Board Members shall make every effort to attend all Regular and Emergency Meetings of the Board and/or Committees. The Town Council may replace a Town appointee of the Board for non-attendance.

Section 9. Books and Records: Approval of Programs and Financial Statements. The Board of Directors shall keep correct and complete books and records of account and shall also keep minutes of its proceedings and the proceedings of committees having any of the authority of the Board of Directors. All books and records of the Zone may be inspected by any director or his agent or attorney for any proper purpose at any reasonable time; and at all times the Town Council and the Town Administrator will have access to the books and records of the Zone. The Town Council must approve all programs and expenditures for the Zone and annually review any financial statements of the Zone.

 Section 10. Annual Budget. At least ninety (90) days prior to the commencement of each fiscal year of the Board, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the administration of the Zone for next ensuing fiscal year. The budget

shall not be effective until the same has been approved by the Town Council. The budget may be amended by the Board subject to approval of the Town Council.

ARTICLE III

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS

ARTICLE IV

PROVISIONS REGARDING BYLAWS

Section 1. Effective Date. These Bylaws shall become effective upon the adoption of these Bylaws by the Board of Directors. The adoption of these Bylaws must be approved by the Town Council by the Town Council, which approval shall, unless specified otherwise, affirm such effective date.

Section 2. Amendments to Bylaws. These Bylaws may be amended by majority vote of the Board of Directors, provided that the Board of Directors files with the Town Council a written application requesting that the Town Council approve such amendment to the Bylaws, specifying in such application the amendment or amendments proposed to be made. If the Town Council by appropriate resolution finds and determines that it is advisable that the proposed amendment be made, authorizes the same to be made and approves the form of the proposed amendment, the Board of Directors shall proceed to amend the Bylaws.

These Bylaws may also be amended at any time by the Town Council by adopting an amendment to the Bylaws by resolution of the Town Council and delivering the Bylaws to the Secretary of the Board of Directors.

Section 3. Interpretation of Bylaws. These Bylaws and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein. If any word, phrase, clause, sentence, paragraph, section or other part of these Bylaws, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of these Bylaws and the application of such word, phrase, clause, sentence, paragraph, section or other part of these Bylaws to any other person or circumstance shall not be affected thereby.

ARTICLE V

GENERAL PROVISIONS

Section 1. Notice and Waiver of Notice. Whenever any notice whatsoever is required to be given under the provision of these Bylaws, said notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled hereto at his post office address, as it appears on the books of the Zone, and such notice shall be deemed to have been given on the day of such mailing. Attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purposes of objecting to the transaction of any business on the grounds

that the meeting is not lawfully called or convened. A waiver of notice in writing signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Section 2. Resignations. Any director or officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the Town Council. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 3. Approval or Delegation of Power by the Town Council. To the extent that these Bylaws refer to any approval by the Town, such approval or delegation shall be evidenced by official action of the Town Council.

Memo

To: Northlake Tax Increment Financing Zone #1 Board of Directors
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: June 20, 2019
Re: Canyon Falls Tax Increment Reinvestment Zone (TIRZ #1) Proposed Budget

At the December 10, 2015 meeting, Council held a public hearing on the creation of a tax increment reinvestment zone (TIRZ) within Canyon Falls. Northlake TIRZ #1 will use a portion of the Town's ad valorem tax rate (\$0.0909 of the Town's \$0.295) from taxes paid within the Canyon Falls development to reimburse the developer for an enhanced trail system and fund an off-ramp from I35W to Cleveland-Gibbs Road. The total project costs are estimated at \$6,100,000: \$4,040,000 for the trail; \$1,310,000 for the off-ramp; and \$750,000 for administration.

After the public hearing, the council created the TIRZ. In creating the TIRZ, council approved the project and finance plans that included the two projects: the trail system and the off-ramp. The finance plan will reimburse the developer for the trail system improvements over a term of 25 years. The finance plan will also reimburse the Town for the off-ramp, maintenance and administrative costs.

For fiscal year 2019-2020, staff estimates only maintenance costs due to the minimal funding generated within the zone. The Town will charge administrative costs for the budgeting, planning and auditing of the zone's finances as well as all legal posting and meeting requirement compliance. Staff anticipates that the zone will not generate enough revenues to fund all proposed expenses. However, Town administrative expenses will be charged first. The remaining maintenance expenses will be funded by the developer until the zone generates more revenues.

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



Town of Northlake

TAX INCREMENT REINVESTMENT ZONE #1

Fund:	451	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 5/31	FY 2019 Projection 9/30/2019	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:		(1,386)	5,196	46,896	46,896	46,896	46,896
REVENUES:							
Ad Valorem Taxes		36,896	73,451	127,027	127,027	127,027	138,628
Transfers		-	-	-	-	-	-
Other Revenue		-	-	-	-	-	-
TOTAL REVENUE:		36,896	73,451	127,027	127,027	127,027	138,628
EXPENSES:							
Payroll & Benefits		-	-	-	-	-	-
Supplies		-	-	-	-	-	-
Maintenance		-	-	97,027	-	97,027	108,628
Utilities		-	-	-	-	-	-
Services		30,314	31,751	30,000	4,741	30,000	30,000
Capital Outlay		-	-	-	-	-	-
Transfers		-	-	-	-	-	-
Lease Purchase Debt Service		-	-	-	-	-	-
TOTAL EXPENSES:		30,314	31,751	127,027	4,741	127,027	138,628
REV OVER/(UNDER) EXP		6,582	41,700	-	122,286	-	-
ENDING FUND BALANCE		5,196	46,896	46,896	169,182	46,896	46,896



Executive Session

Agenda Item 8