1. Agenda

   Documents:

   TOWN COUNCIL AGENDA 2-27-20.PDF

2. Agenda Addendum

   Documents:

   COUNCIL AGENDA ADDENDUM NO. 1 2-27-20.PDF

3. Meeting Materials

   Documents:

   COUNCIL PACKET 2-27-20.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 Agenda
Regular Meeting
Thursday, February 27, 2020 at 6:30 pm
Chamber Room - 1500 Commons Circle, Suite 300 – Northlake, Texas 76226

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet on Thursday, February 27, 2020 in a work session and regular meeting beginning at 6:30 pm at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action

1. Call to Order Regular Work Session
   Invocation given by Justin Paulk, Campus Pastor, Fellowship of the Parks Church
   Pledge of Allegiance to the American Flag

2. Briefing Items
   A. Temporary commercial buildings
   B. Tree Protection Ordinance requested by Mayor Pro Tem Montini
   C. TxDOT Partnership Projects
   D. Branding presented by Council Member Place 1 Rena Hardeman
   E. Northlake Resident Survey Preliminary Results

3. Call to Order Regular Meeting

4. Public Input
   This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda

5. Regular Items
   F. Consider for approval a revision to the Site Plan, with a variance to drive-through stacking requirements, of Northlake Commons Phase 5, a proposed two-building, 17,770 square-foot commercial development on 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown, Inc. is the engineer/surveyor. Case # SP-20-002
   G. Consider for approval zoning change request from Rural Residential (RR) to Industrial (I) for an approximately 1.5 acre tract of land situated in the G. Ramsdale Survey, Abstract No. 1128 located on the west side of Cockleburr Road at 11682 Cockleburr Road. Therese A. Whalen, owner. Mark McPherson is the application. Case # Z-20-001.

i. Public Hearing
ii. Ordinance 20-0227A

H. Consider for approval a Preliminary Plat of Pecan Square Phase 2A-2, a phase of the Pecan Square development consisting of 20 single-family residential lots and 1 HOA lot on a 3.62-acre tract of land out of the F.W. Thornton Survey, Abstract No. 1244, generally located 600 feet east of Fielding Street at Shorthorn Drive, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP and Pecan Square 2A, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # PP-20-001
I. Consider for approval Interlocal agreement with Belmont FWSD No. 1 for cost sharing of intersection improvements at FM 407 and Cleveland Gibbs Road in amounts not to exceed $150,000 for the Town of Northlake

6. Convene into Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting

5. Continued – Regular Items
J. Consider for approval an ordinance of the Town of Northlake, Texas approving an amended project plan for Tax Increment Reinvestment Zone Number One (Ordinance No. 20-0227B)
K. Consider for approval an ordinance altering the prima facie speed limit of established for vehicles under the provisions of Transportation Code, Section 545.356 upon IH 35W Northbound Frontage Road at State Highway 114 or parts thereof, within the corporate limits of the Town of Northlake, Texas, as set out in this ordinance, providing a penalty of a fine not to exceed $200.00 for the violation of this ordinance to 55 MPH from south town limits to SH 114 (Ordinance No. 20-0227C)
L. Consider for approval an ordinance of the Town Council authorizing the imposition of a 20% penalty for collections costs on delinquent taxes for Tax Year 2019 and subsequent years; and authorizing a collection fee for certain debts owed to the Municipal Court of the Town of Northlake (Ordinance No. 20-0227D)
M. Consider for approval the Management and Improvement Services Agreement for the Northlake Public Improvement District No. 1 (Harvest Residential) managed by First Service Residential Texas, Inc., and authorizing the Town Administrator to sign the agreement
N. Consider for approval a resolution authorizing continued participation with the Atmos Cities Steering Committee; and authorizing the payment of five cents per capita to the Atmos Cities Steering Committee to fund regulatory and related activities related to Atmos Energy Corporation (Resolution No. 20-5)
O. Consider for approval a resolution authorizing the Town Administrator to contract with Halff Associates Inc. for engineering services for roadway improvements of Old Justin Road from Faught Road to Flanagan Farm Drive to include survey, geotechnical, design plans and construction administration not to exceed $49,000 (Resolution No. 20-6)
P. Consider for approval the January 23, 2020 Meeting Minutes

7. Briefing Items Continued (as needed)

8. Executive Session

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

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the

State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

(i) Legal advice on any matter related to any posted agenda item; or
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(iii) Pending or contemplated litigation; or
(iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651; or
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(vii) Potential litigation related to Dale Earnhardt Way road failures; or
(viii) Interlocal agreement between Town and City of Fort Worth executed on August 6, 1997.

9. Open Session

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 the 20th day of February 2020 by 6:30 pm

Shirley Rogers

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)

NORTHLAKE
TEXAS

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

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

Town Council Agenda Addendum No. 1
Thursday, February 27, 2020 at 6:30 pm
1500 Commons Circle, Suite 300 – Chamber Room
Northlake, Texas 76226

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The following is an additional item – Workshop Session

i. Special Recognition – Automated External Defibrillators (AED) Donations

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas on Monday, February 24, 2020 by 4:00 pm

Shirley Rogers

Shirley Rogers, Town Secretary

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Work Session

Agenda Item 1

Briefing Items

Agenda Item 2

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC)

SUBJECT: TEMPORARY COMMERCIAL BUILDINGS

GOALS/OBJECTIVES:

- Diversify the Tax Base; Attract high-quality, compatible commercial growth (Council Goal)
- Responsibly Manage Growth (Council Goal)

BACKGROUND INFORMATION:
Staff was approached recently by two separate businesses about the possibility of using a modular, portable building temporarily while construction of permanent facilities is completed. No provision for temporary commercial facilities exists except for temporary construction offices through a Temporary Use Permit. In our market, the supply of available office space is unable to keep up with demand. Both businesses would like begin operations immediately but are unable due to delays in building construction and interior finish out.

TENETS FOR COUNCIL CONSIDERATION:
Allow Temporary Commercial Buildings on limited, controlled basis through a Temporary Use Permit (TUP) with the following conditions to enable businesses to begin or maintain operations during construction activity.

- Temporary commercial buildings - pre-manufactured buildings brought to a site and intended for temporary use by company employees and by the public.
    - Constructed off site and brought to the site as a unit or units.
    - Certified by the State of Texas as an Industrialized Housing and Building (IHB).
- Only short-term use during construction of permanent building or renovation of existing building.
- Building use limited to "B" occupancy – Business or "S" occupancy – Storage (non-hazardous material). Common examples of uses include the following:
    - A temporary sales trailer.
    - A temporary building used as an office (which may or may not be accessible by the public).
    - Prohibited: sleeping, display or sale of merchandise, assembly occupancies such as restaurants or places of worship, or any use requiring a fire alarm or fire sprinkler installation.
- Must be located in compatible zoning district and located on same lot or within same development as permanent building under construction or renovation.
- Only be issued after building permit for permanent facility.
- Expires within 6 months of final inspection of temporary building or within 30 days of issuance of CO for permanent building, whichever comes first.
- TUP may be renewed for one additional 6-month period.

NEXT STEPS:

- Council direction on proposed regulations
- Schedule public hearing and UDC amendment for consideration at March 26th Town Council meeting

EXAMPLE TEMPORARY COMMERCIAL BUILDINGS:

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC.: UNIFIED DEVELOPMENT CODE, SECTION 9.10

SUBJECT: CURRENT TREE PROTECTION REGULATIONS

GOALS/OBJECTIVES:

- Control our Own Destiny (Council Goal)
- Responsibly Manage Growth; Preserve public park and open space (Council Goal)

BACKGROUND INFORMATION:

Northlake's current tree protection regulations require specific trees to be planted of specified diameters. Developers are incentivized to preserve existing approved trees. However, the Town does not prohibit the clearing of trees as long as the appropriate number of new approved trees are planted.

- Current Regulations
  - Two-and-one-half-inch caliper minimum approved tree every 50 feet on street frontage.
  - Three two-and-one-half-inch caliper minimum approved tree on each lot in Rural Estate.
  - Minimum number of approved trees to be planted in residential lots less than one-acre are specified in Planned Development zoning.
  - Approved Trees
    - Most native oaks, maples, and other slow-growth trees
    - Non-native, fast growth, "trash" trees are not approved (i.e., mimosa, bois d'arc, cottonwood, and hackberry)
  - A or 1 Grade plants per American Association of Nurserymen are required.
  - Dead or removed trees must be replaced with three months.
  - Approved trees greater than six-inch caliper are credited two to one.
  - Tree removal permit required to verify tree size and removal method includes $100 fee.
  - Agricultural use and residential homesteads are exempt.
- State Preemptions
  - Town may not impose removal fee for tree less than ten-inch caliper on certain properties.
  - Town must give credit for planting of tree at least two-inch caliper to offset fee, if imposed.
  - Town may still determine type of tree to be planted to receive credit, requirements for tree removal and planting, and amount of tree mitigation fee.
  - Town may not impose fee or prohibit removal of trees diseased, dead or posing imminent or immediate threat to persons or property.

NEXT STEPS:

- Continue application and enforcement of current tree protection regulations
- Council direction on potential revisions to regulations

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC.: N/A

SUBJECT: TOWN INITIATED AND FUNDED PROJECTS TO IMPROVE STATE HIGHWAY AND ROADWAY SYSTEMS

GOALS/OBJECTIVES:

- Control our Own Destiny (Council Goal)
- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

The Town of Northlake is bisected and surrounded by multiple Texas Department of Transportation (TXDOT) controlled and maintained roadways including Interstate Highway 35W, State Highway 114, US Highway 377, and Farm-to-Market roads 407, 1171 and 156. In discussions with TXDOT, Northlake has identified many improvements to TXDOT roadways that will improve safety and mobility. The following projects TXDOT will approve, if the Town funds the projects. The projects will also require TXDOT permit.

Potential projects:

- Prohibit northbound Raceway traffic to cross SH 114 by installing right-turn only island
  - Northbound frontage road improvements provide ample northbound volume
  - Current two-way traffic hinders mobility particularly for trailer trucks
  - Install right-out island at Raceway and eastbound SH 114
  - Probable cost - $50,000
- Expand and curb paved turning radius of Ashmore Lane at northbound IH-35W frontage road
  - Trailer trucks entering and exiting on Ashmore create ruts damaging passenger vehicles
  - Will require contracting with paving contractor
  - Probable cost - $60,000
- Construct additional right-turn only lane at IH-35W northbound off ramp to FM 1171
  - Traffic backing up onto IH-35W main lanes decreasing
  - Stripe for right eastbound lane of FM 1171 to accept right-turning vehicles
  - IH-35W frontage road from Dale Earnhardt to IH-35E to be improved in near future
  - Probable cost - $145,000

Funded projects:

- Traffic signal at FM 407 and Cleveland-Gibbs Road (to be discussed with another agenda item)

COUNCIL DIRECTION:

- Determine which projects to pursue, if any

Project: Ashmore Lane at IH-35W NB FR

Project: Raceway crossover at SH 114

Project: IH-35W NB Off Ramp at FM 1171

Branding

Presentation by
Rena Hardeman
Place 1, Council Member

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC.: N/A

SUBJECT: 2020 NORTHLAKE RESIDENT SURVEY PRELIMINARY RESULTS

GOALS/OBJECTIVES:

- Promote public involvement (Council Goal)
- Measure and track citizen satisfaction (Council Objective)
- Define and strengthen our identity (Council Goal)

BACKGROUND INFORMATION:

The Town has closed the 2020 Northlake Resident Survey. Town Council will receive a presentation on the preliminary results of the survey. The Town has now conducted five surveys over the last decade with the previous surveys occurring in 2013, 2015, 2016, and 2018. The 2020 survey followed a similar format to track response over time and included questions regarding household hazardous waste removal services.

The survey was advertised via the news carousel on the Town website, social media (Town of Northlake Facebook page), printed flyers, and direct emails through apartment complexes. Overall, the 2020 survey results were similar in terms of resident satisfaction, with a slight shift from “good” to “excellent” regarding the police department. Regarding retail goods and services, most respondents preferred a grocery store, followed by a pharmacy.

Summary of Survey Participation:

- Total of 566 respondents (266 in 2018)
  - 245 single-family residents
  - 236 Harvest residents
  - 67 apartment residents
  - 18 non-residents

COUNCIL DISCUSSION:

- Analyze results and publish results to the public

TOWN OF NORTHLAKE, TEXAS

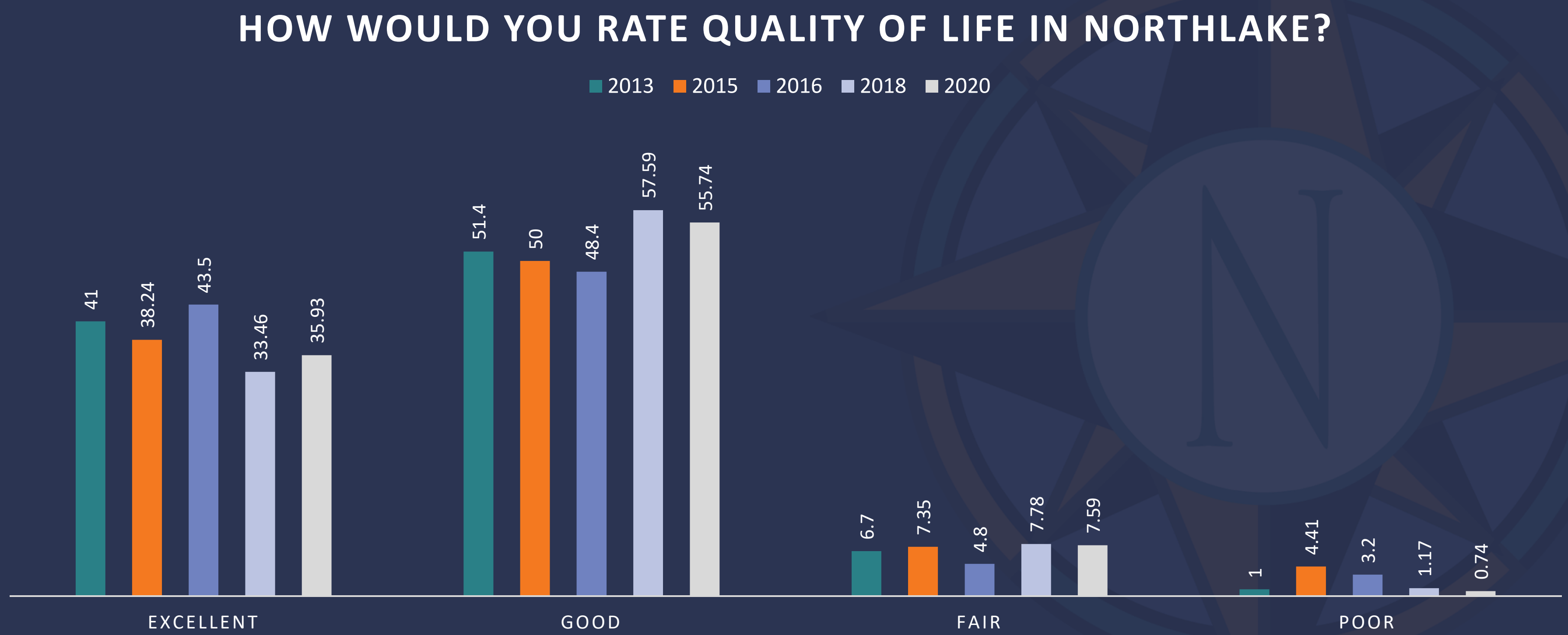
2020 RESIDENT SURVEY RESULTS

FEBRUARY 27, 2020

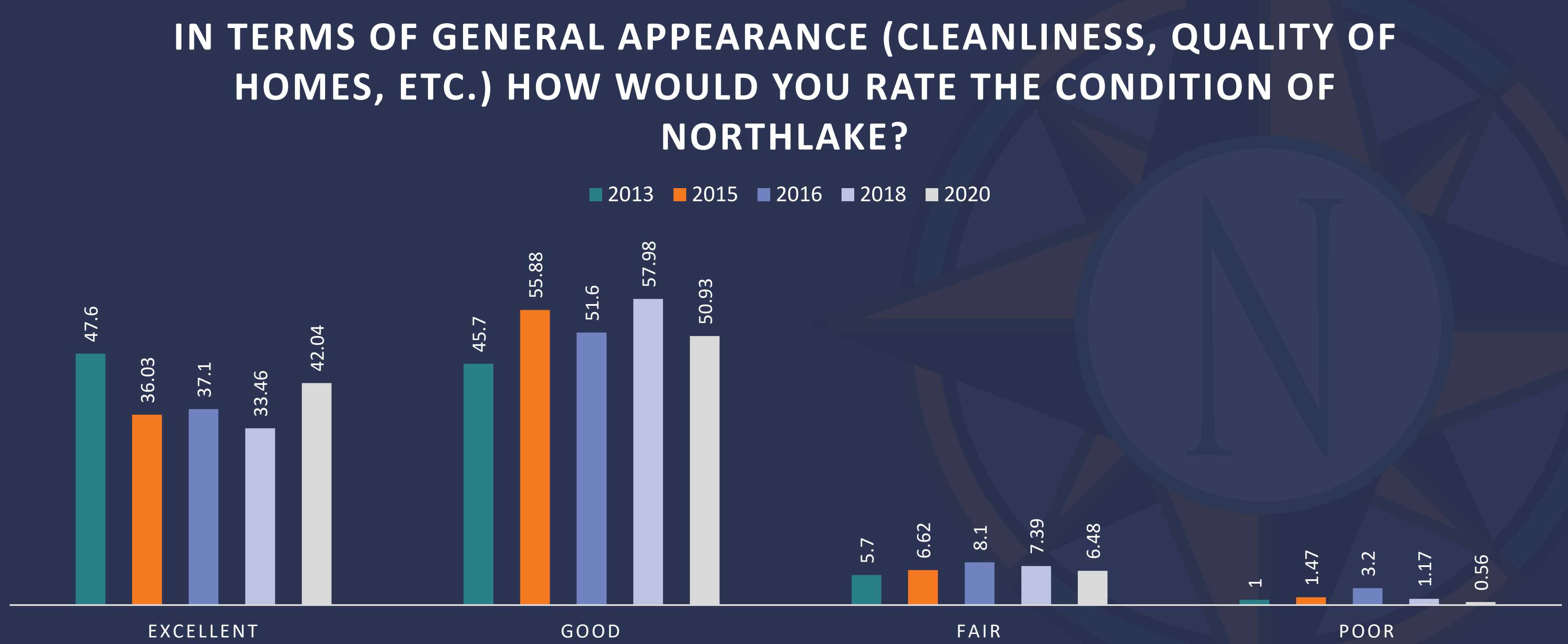
RESIDENT SURVEY

SURVEY	2010	2013	2016	2018	2020
Number of respondents	67	105	138	266	566
Northlake Residents	67	105	63	252	312
Harvest Residents			47	16	236
Non-residents			28	6	18
Methodology	Mail	Mail/Internet	Internet	Internet	Internet
Administration	Staff	Retail Coach	Staff	UTA Group	Staff
Response rate	~33%	~50%	~6%	~17%	~13%
Sample size (households)	210	210	1,000	1,500	4,100
Special Focus		Retail Preferences	Comprehensive Plan		Household Hazardous Waste

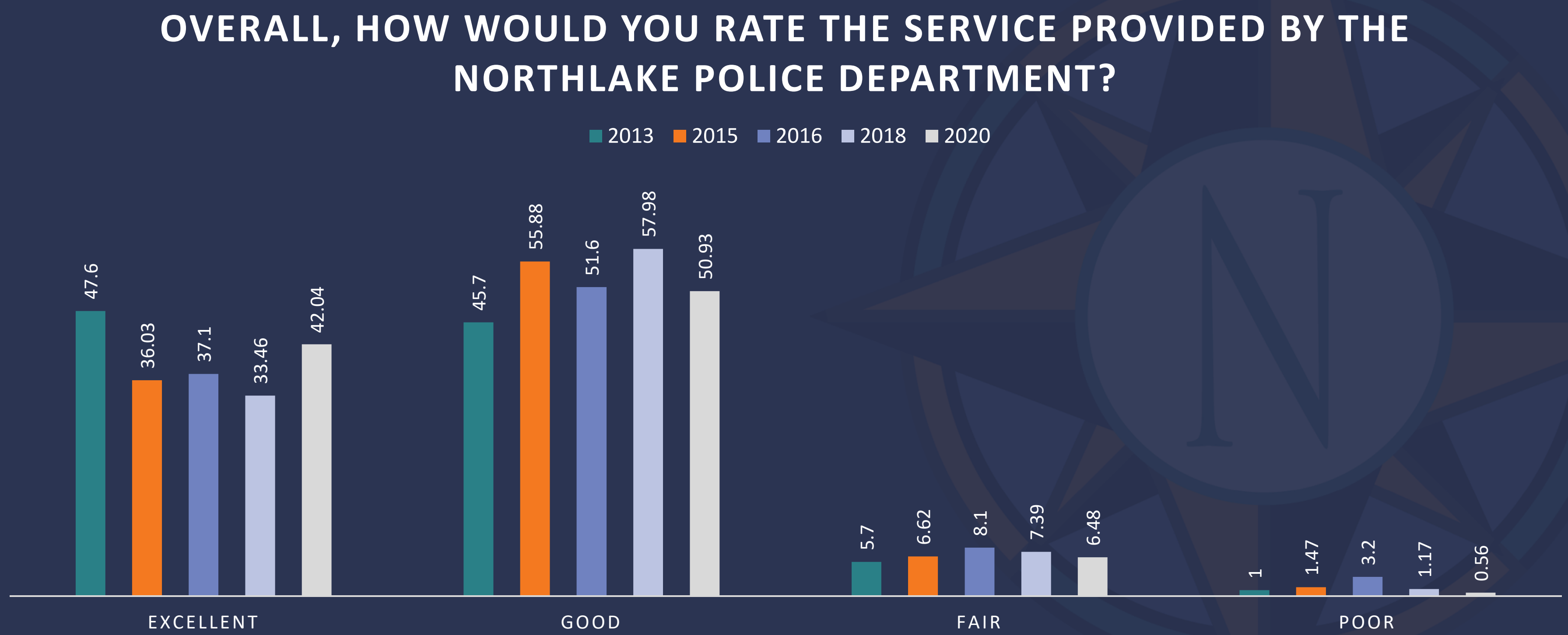
QUALITY OF LIFE



GENERAL APPEARANCE



POLICE SERVICE



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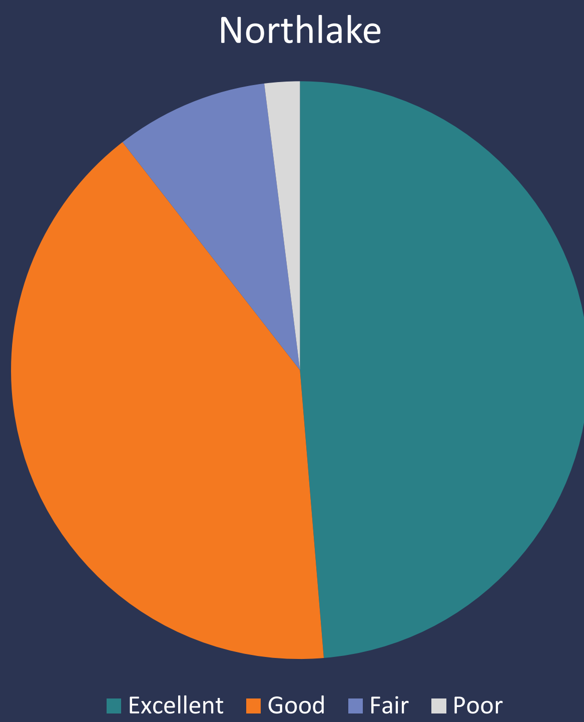
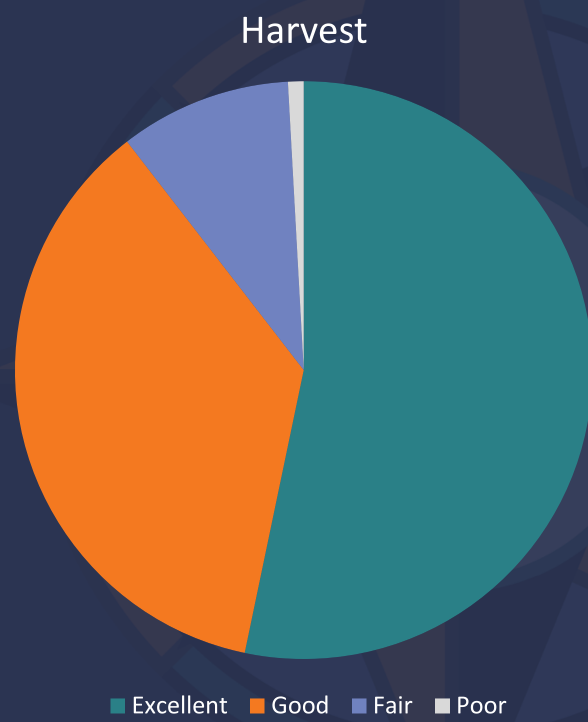
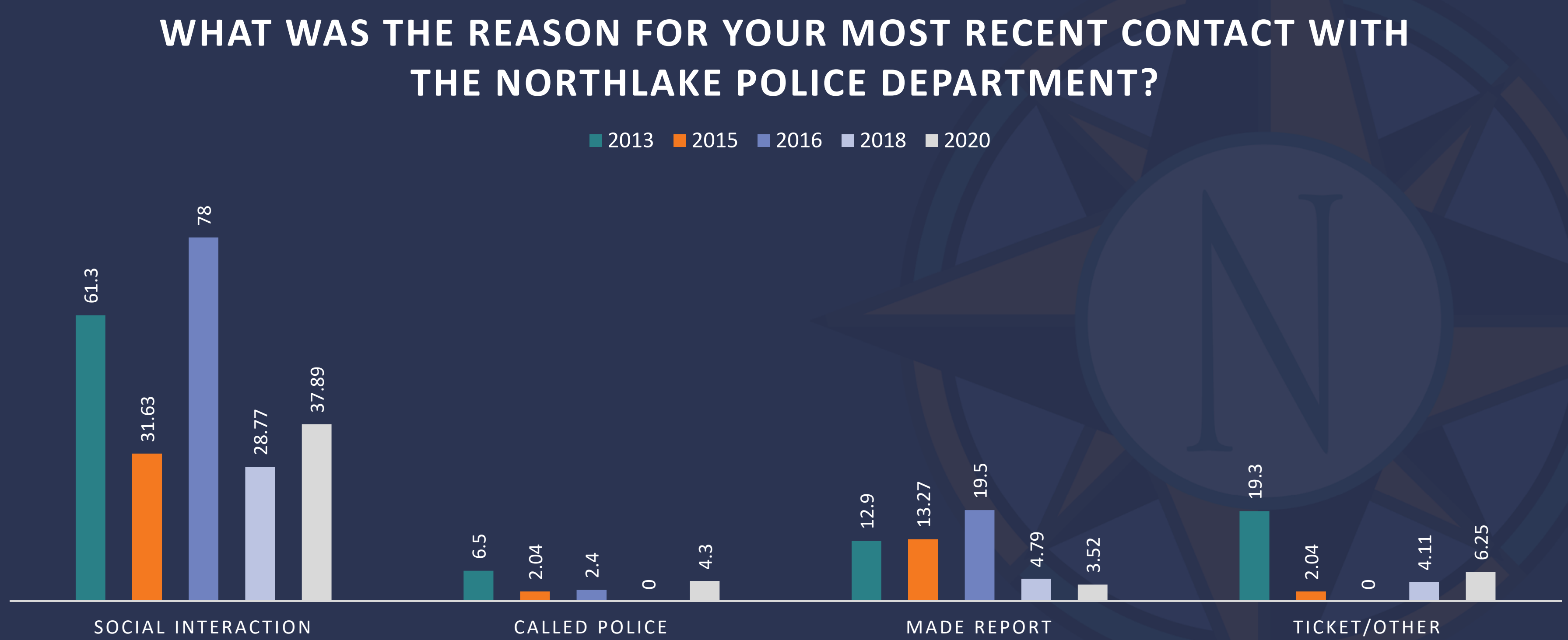
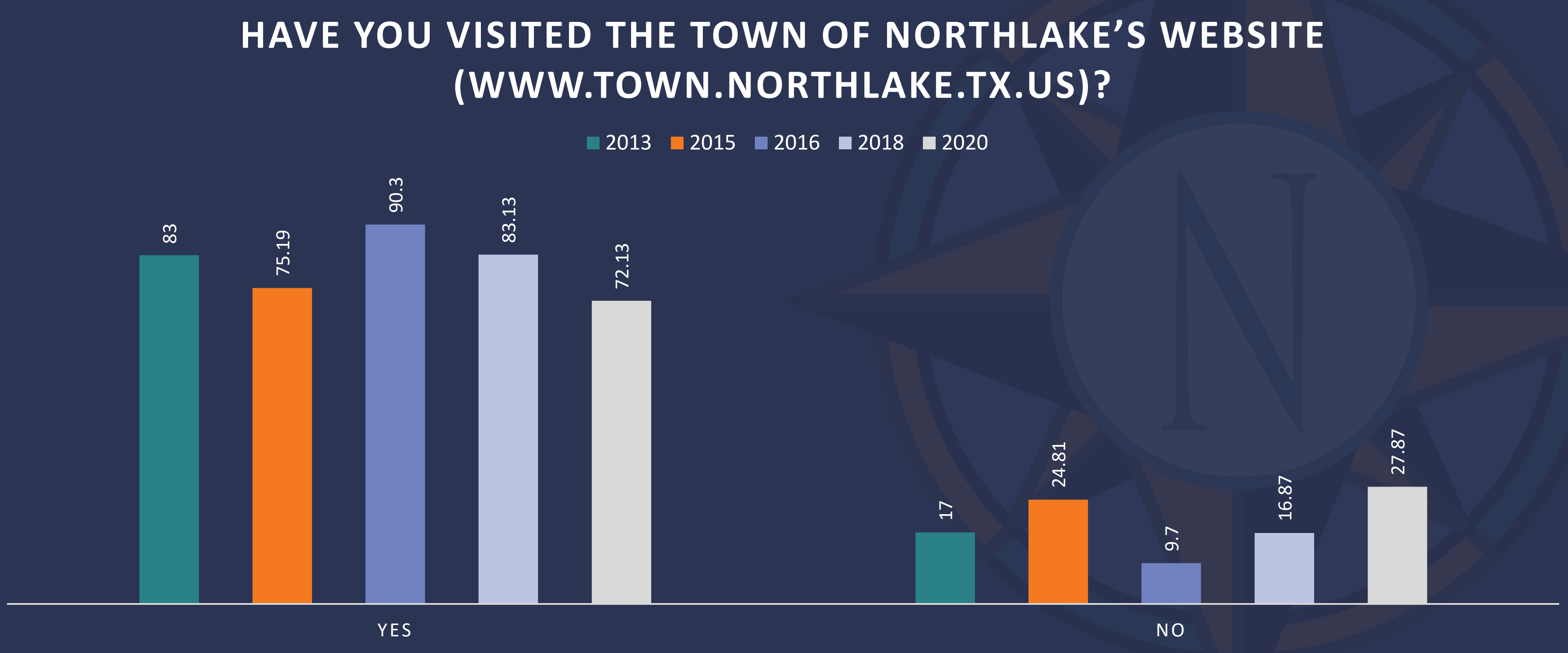




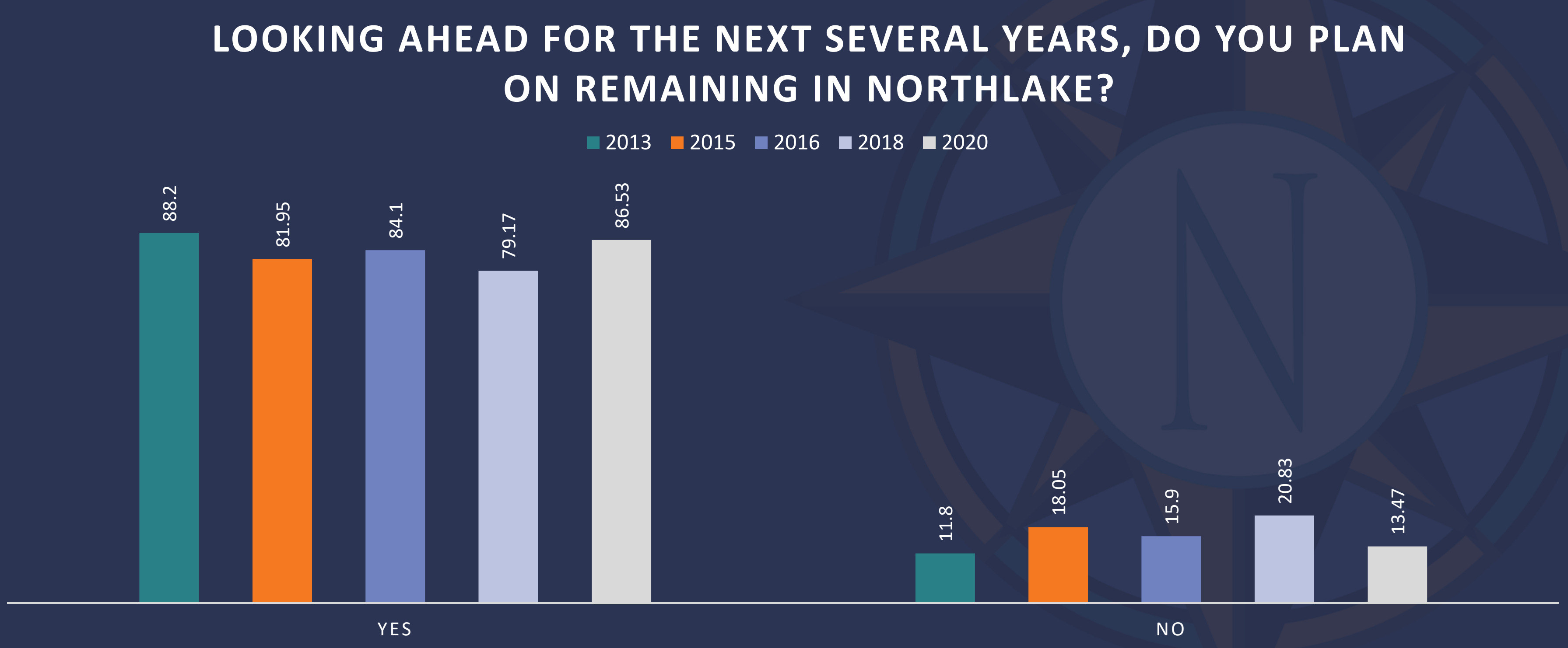
REASON FOR POLICE CONTACT



VISITED TOWN WEBSITE

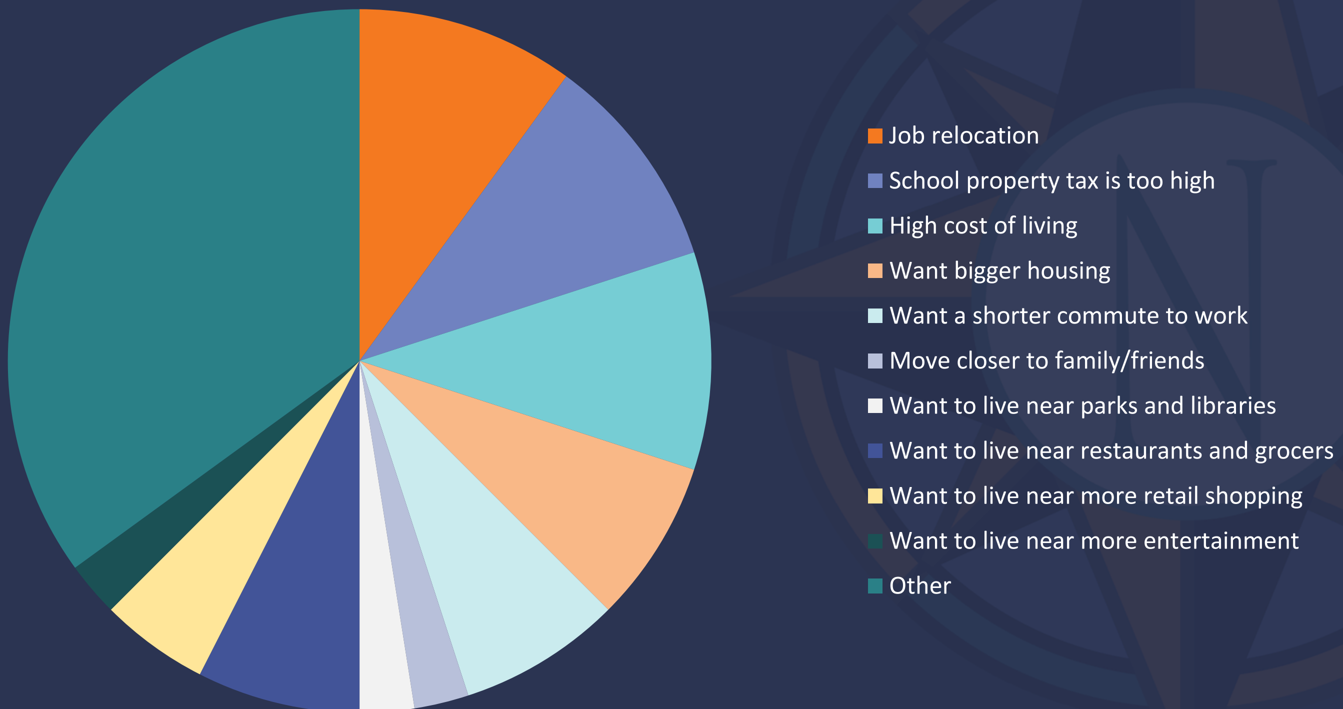


STAYING IN NORTHLAKE



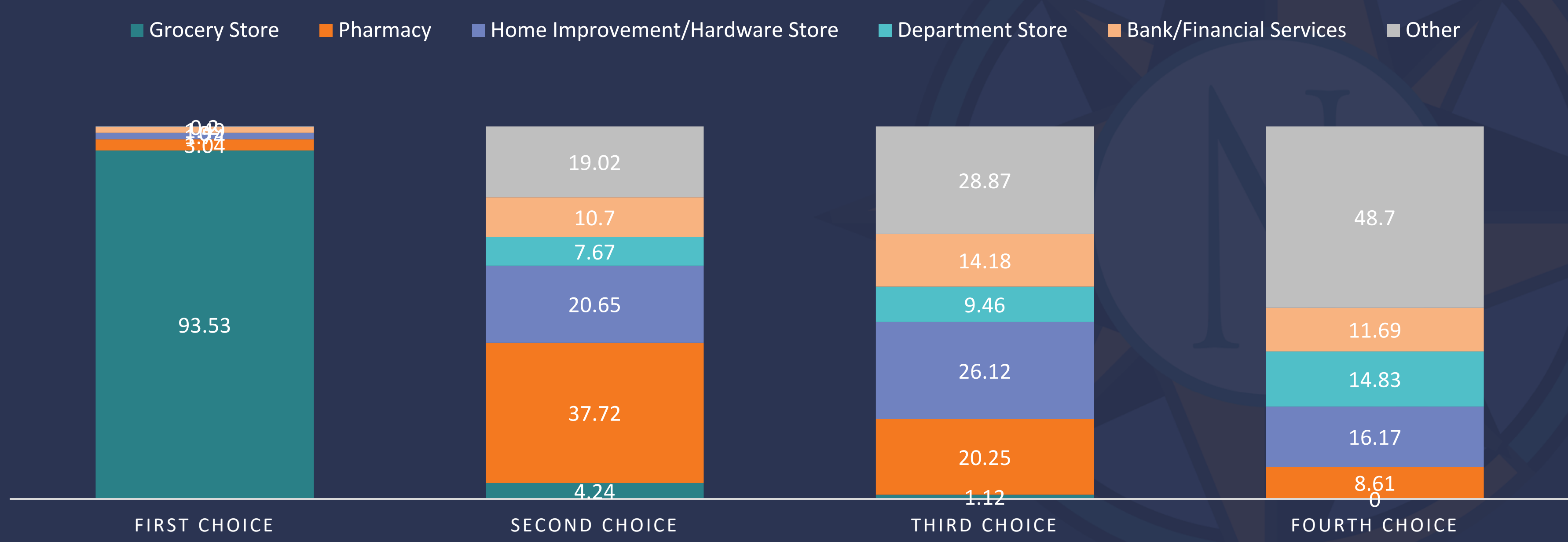
REASONS FOR LEAVING

What is the primary reason for you to consider leaving Northlake?

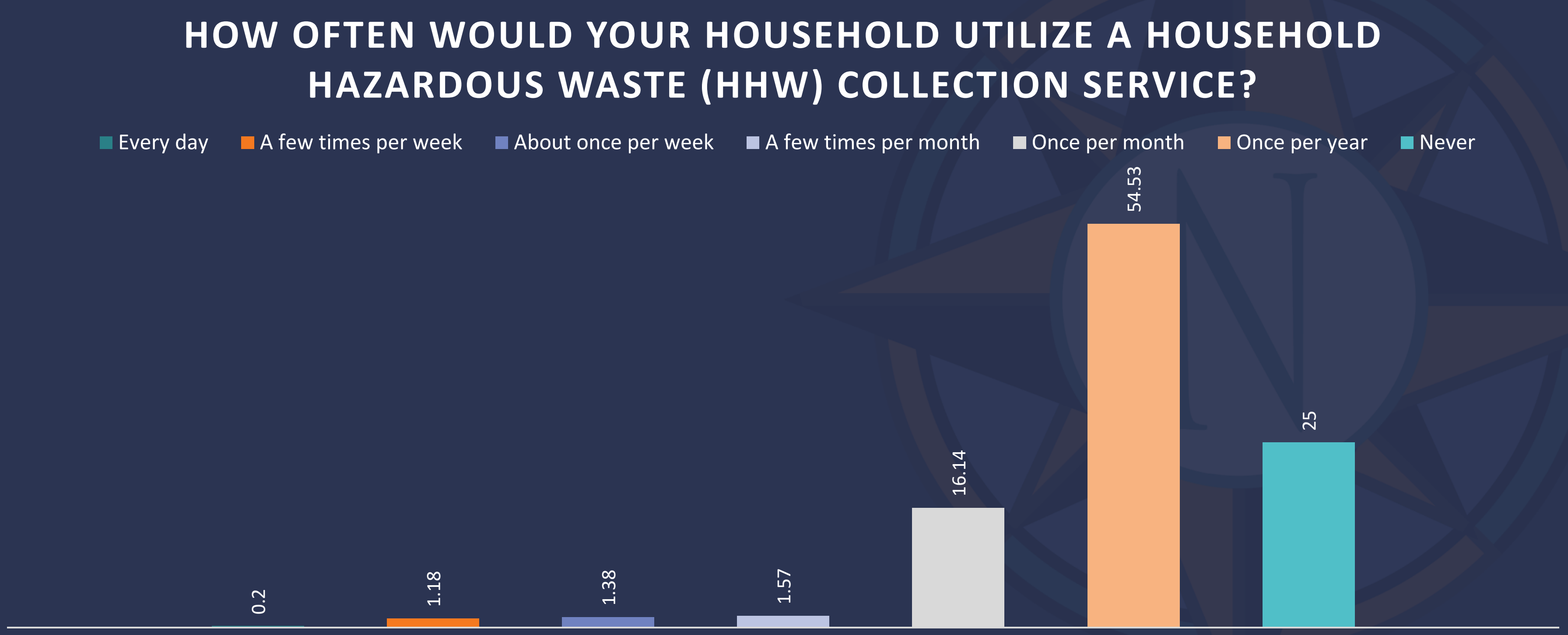


RETAIL PREFERENCES

WHAT TYPE OF RETAIL GOODS AND SERVICES WOULD YOU LIKE TO SEE LOCATE IN NORTHLAKE? RANK IN ORDER OF PREFERENCE WITH #1 BEING MOST PREFERRED.



HOUSEHOLD HAZARDOUS WASTE



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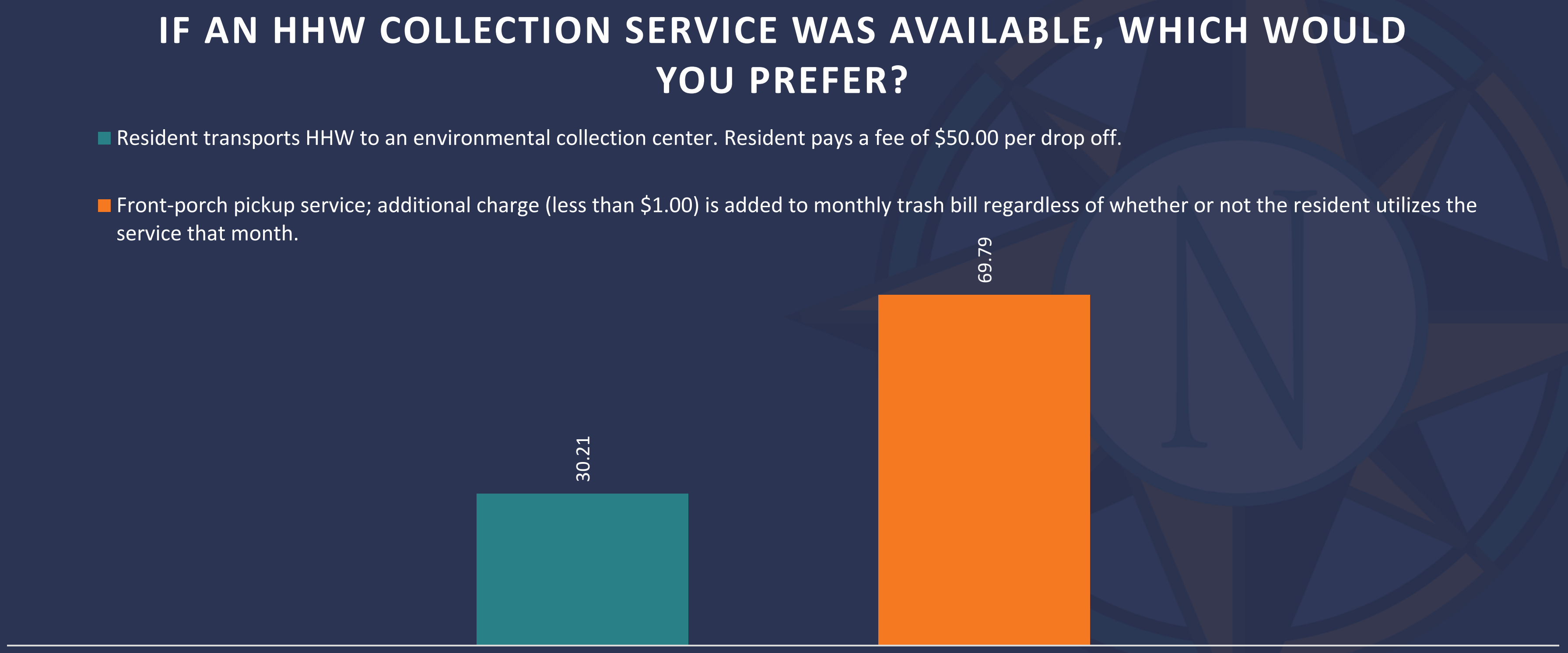

SUMMARY

- Quality of life remains high; slight shift from “good” to “excellent”
- Satisfaction with Northlake Police Department remains high; slight shift from “good” to “excellent”
- More residents plan to remain in Northlake in the future
- Overwhelming desire for a grocery store, followed by a pharmacy
- Household Hazardous Waste Collection Service
  - Most households anticipated an annual use
  - Most households preferred the front-porch pickup service

Regular Meeting

Agenda Item 3

Public Input

Agenda Item 4

Regular Items

Agenda Item 5

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC) & NORTHLAKE COMMONS MPD ORDINANCE

SUBJECT: REVISION TO SITE PLAN OF NORTHLAKE COMMONS PHASE 5 (SP-20-002)

GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

ZONING CHANGE REQUEST INFORMATION:

Applicant: Office Equity Solutions

Owner: Harvest FM 407 LTD

Engineer: Baird, Hampton & Brown Inc.

Zoning: Mixed-Use Planned Development (MPD)

Site: 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way.

Summary: A Site Plan for Northlake Commons Phase 5 was approved by Town Council on August 22, 2019. Since then the developer has finalized a lease agreement with Lamar National Bank which requires a drive-through. The purpose of this revision is to add a drive-through for the bank. This item was originally on the January 27, 2020, Town Council agenda, but no action was taken. The applicant withdrew the original application and resubmitted so that Council can consider the revised site plan and variance at this meeting. The application was considered filed on February 4, 2020, and will be approved on March 5, 2020, if no action is taken.

Staff Analysis: The requested revision to the site plan is only to add a bank drive-through facility. A revised site plan and revised building elevations and renderings have been provided for approval. There is no other impact on the remainder of the site except for the reduction of a six parking spaces in the general area of the proposed drive-through. 74 parking spaces are still provided which exceeds the required 71 spaces for retail/commercial use.

The UDC requires financial institution drive-through facilities to provide a minimum of 5 stacking spaces measuring eight (8’) feet by twenty (20’) feet for each teller window or station. The stacking spaces shall be outside of any right-of-way, fire lane or similar access. Due to constraints on the site, only two stacking spaces are provided at each teller station. The UDC provides that Town Council may approve a variance to the stacking requirements with site plan approval. Staff has no objection to this request due to the site constraints and the fact that it won't impact traffic on a public right-of-way. The applicant has provided a letter outlining the request for the variance along with documentation justifying the request.

COUNCIL ACTION:

- Approve as submitted with variance, approve with conditions related to the variance request, disapprove based on the variance request, or take no action (results in approval on March 5th)

PHASEONE
DESIGN BUILDERS

February 5, 2020

Mr. Nathan Reddin
Development Director
The Town of Northlake
1500 Commons Cir. Ste. 300
Northlake, TX 76226

Dear Mr. Reddin,
Per your request I'm outlining the reason for the variance request for Lamar Bank. We are architects who specialize in Bank design and have designed over 700 Financial Institutions throughout the US. We have watched the many changes affecting Banks today including the implementation of digital services which has affected drive through traffic and walk in traffic as well. With the advancement of the smart phone and the dependence of millennials on the i-phone, laptops and tablets, drive through traffic has dropped off significantly. Some larger banks are tearing out existing drive throughs and are rethinking how many lanes they actually need. See the attached articles on the growing trend of rethinking and the closing of drive throughs. The trend will only continue and the need for 5 cars of stacking space is no longer necessary, even at peak periods. The need for this much stacking is still appropriate for fast food operations and Starbucks, but not for Banks. Lamar Bank is providing 3 lanes for their new drive through facility but could actually handle traffic with only 2 lanes. They have decided to provide 3 lanes because of stacking requirements in your building code. We would never design a Banks drive through facility that created a driving hazard and feel that 3 lanes with stacking for 2 cars each will easily handle the traffic for Lamar Bank. Your consideration for this variance is greatly appreciated. Thank you.

Sincerely,

Dallas Taylor AIA
Architect/Partner

https://www.chronicleonline.com/news/local/bank-of-america-in-crystal-river-closes-teller-drive-thru/article_d82cc556-a337-11e9-aaa6-97ab8ef4ec95.html

Bank of America in Crystal River closes teller drive-thru lanes

Michael D. Bates
Jul 10, 2019

The Bank of America at 450 SE U.S. 19 in Crystal River recently shuttered its drive-thru lanes, a practice that is becoming more common as more people do their banking online or via their phones.
MICHAEL BATES / Chronicle

The familiar swishing noise of bank pneumatic tubes that sent cash and other transactions from your car window to the teller is a thing of the past at the Crystal River Bank of America.

If you want the personal touch, you have to go inside.

Bank of America and other financial institutions say drive-thru teller windows are losing favor as more people bank online or via a smartphone app.

The Bank of America branch at 450 SE U.S. 19 in Crystal River last month removed the tellers from its drive-thru lanes and now only has two upgraded ATM machines and a walk-up ATM.

The Beverly Hills Bank of America branch removed its drive-thru tellers about two years ago. For now, the Homosassa and Inverness locations still have theirs in place.

“People are just changing how they are banking — not only with drive-thru but with the brick-and-mortars themselves,” Bank of America spokesman Matthew Daily said.

The numbers are telling: 60% of direct auto loan applications, 20% of consumer mortgage applications and 20% of lending applications were done digitally in the first quarter of 2019, according to Bank of America.

No employees lost their jobs at the Crystal River branch. Instead, the tellers who normally manned the drive-thru windows were reassigned to other duties, he said.

Daily said Bank of America is constantly evaluating their branches and adapting them to meet customer demands.

For example, in some markets, the bank is teller-free: Customers go inside and use machines where they virtually talk with a bank representative via video chat.

Fewer people are coming in for face-to-face teller transactions. Bank deposits and the like can be done online or via mobile phones.

“(Instead) people are coming in for more financial guidance or advice on more complex topics,” he said.

One of the raps against the elimination of drive-thru lanes is that it presents a hardship for disabled people who can’t walk inside the bank. Tellers are directing those clients to digital opportunities or to the remaining drive-thru ATMs, he said.

Other banking institutions are also closing drive-up teller windows. The number of bank offices has declined 6.6% between 2013 and 2018, compared with an 8.8% reduction in metropolitan counties, according to the Federal Deposit Insurance Corporation (FDIC).

“While rural counties have had the smallest decline in office numbers, an office closure in a rural county is felt more keenly by a community than a closure in a metropolitan county, since rural bank offices are fewer in number and often serve large geographic areas,” the FDIC said.

Contact Chronicle reporter Michael D. Bates at 352-563-3205 or mbates@chronicleonline.com.

Michael Bates
Reporter

Growing trend has banks closing drive-thrus

Several banks across the metro area are getting rid of their drive-thru windows.

Share Share Share

Updated: April 14, 2016 - 11:26 PM

DEKALB COUNTY, Ga. — Several banks across the metro area are getting rid of their drive-thru windows.

One bank customer told Channel 2's Matt Belanger it's making it difficult for him because of his disability.

Leslie Leighton said he used the drive-up window at a Bank of America branch for years until they closed it.

The company said the change is based on consumer preferences, but not everyone is OK with it.

It's hard for Leighton to get around. He uses crutches because of a muscle disease. %

INLINE

%

"People like me who have disabilities and elderly people, can't really use the bank," Leighton told Belanger.

The branch location on North Decatur Road and others in metro Atlanta have closed their drive-thru lanes permanently.

A representative for Bank of America told Belanger the closure is in response to changing customer behavior: More people are banking online. He said all banks are reinventing themselves.

Bank of America is the first big bank to close drive-thrus as part of that strategy.

"Every time I used the drive-thru there, there were lots of people using it," Leighton said.

Leighton told Belanger he knows the bank isn't doing anything illegal -- there's a ramp to get inside the building.

But he said walking the longer distance is too tiring and he can't use the stairs.

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Pennsylvania woman arrested after adding inmate boyfriend to Long John Silver's payroll, police say

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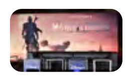

More Baby Yoda: 'Mandalorian' season 2 air date announced, 'Falcon and the Winter Soldier' to air in late summer

"And every time I try to get into that bank, and I've tried it a few times and I've struggled up the ramp," Leighton said.

He also told Belanger he knows he could switch banks.

But he's been a Bank of America customer since 1986, and he wants them to know not everyone agrees with the change.

"I want them to hear the drive-thrus are very helpful for quite a few customers, especially people like me," Leighton said.

The Bank of America spokesperson told Belanger there are three other locations within a few miles of the branch that Leighton goes to that still have drive-thrus.

Leighton said he sometimes goes there but the hours and locations just aren't as convenient.

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Business

The death of the bank drive-thru? Pneumatic tubes dwindling in digital N.J.

Updated Jan 17, 2019; Posted Mar 10, 2015

By Seth Augenstein | NJ Advance Media for NJ.com

bank02.JPG

At a Bank of America in Hillsdale, the four-lane drive-through is only serviced by an ATM now. Drive-through lanes have become less of a priority at bank branches. Pneumatic tubes have been disappearing in favor of ATMs. (Aristide Economopoulos | NJ Advance Media for NJ.com)

(Aristide Economopoulos/NJ Advance Media)

Next time you drive up to your bank, you might notice the changes right outside your car window.

The days of the pneumatic tube bringing cash to people in drive-through lanes are vanishing. They still exist in some locations - but bit by bit, they're going away, a product of bigger, sweeping changes in banking, and in consumer lifestyles.

Where there were five lanes with whooshing transactions, there are now only two, and one of them is an ATM, experts say.

"Banking has gone through the same digital metamorphosis as airports," said Greg McBride, a vice president with BankRate.com. "As that happens, there's less need for two lanes in the drive-thru, and for tellers."

Mobile technology has revolutionized the way people save, spend and handle their money. Foot traffic is down at locations. Those brick-and-mortar banking locations are becoming smaller, more tech-focused, and are staffed with employees who aren't just tellers - they're loan officers and finance specialists. Banks large and small are being forced to adapt to the change in consumers' busy lives.

PLUS:

Should a N.J. woman replace Andrew Jackson on the $20 bill?

Bank of America, for instance, has reduced its number of branches in New Jersey to 280 from a peak of 400 about a decade ago. Only 175 of those

branches have drive-thru lanes. At the same time, the number of customers using mobile banking has grown by 150,000 per month, said T.J. Crawford, a spokesman for Bank of America.
"In 1985, you had that tube that magically brought your check over, and the cash back - that was convenience," said Mike Affuso, the executive vice president of the New Jersey Bankers Association. "Now convenient is you have a computer and a smartphone. That's the way things are going."

Provident, which has 82 branches in New Jersey, has drive-thru lanes at only 66 of them, said the company.

Not every company is scaling back, however. Wells Fargo has 300 branches in New Jersey - and roughly 75 percent of them have drive-thru lanes, said Kevin Friedlander, a spokesman for the company.

"Driver-thrus are still a big part of your retail banking operation," said Friedlander. "We still have a bunch of the pneumatic tubes."

TD Bank also has drive-thrus at about 75 percent of its branches - which amounts to about 3,000 lanes nationwide, said Judy Schmidt, a spokeswoman. The company actually tries to maximize the number of lanes, by adding ATMs, she said.

"We have not pared down our drive-thru lanes," Schmidt said.

Banks large and small are making plans to keep up with customers' changing needs. Kearny Federal Savings Bank, a local New Jersey fixture, has made plans to keep up with the changing tide. The North Arlington branch of the bank, for instance, currently stands at two stories with 8,000-square feet of space. But plans are underway to knock it down, and rebuild a one-story branch, said Craig Montanaro, the bank's CEO.

"Our lives are based on convenience. You've got to change with the times," he

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The rebuilt Kearny branch will actually add one ATM drive-through lane, said

Eric Baker, the Glen-Ridge-based architect who designed the branch. But Baker has designed some 60 banks in the region - and almost all have involved reducing the number of drive-through lanes, and replacing pneumatic tubes with ATMs.

"You're losing at least one lane, generally," said Baker. "It's really just the Internet. Everything's through the ATM."

Banking experts point to studies by First Manhattan Consulting Group and Oliver-Wyman which show decreased foot traffic in branches, due to electronic banking.

However, those same studies indicate that banking is simply changing - and that people still require a brick-and-mortar location to consult loan officers, request financial help or advice, and sometimes just to speak to a person and not just push buttons at a terminal.

"These changes are not bank-driven changes - they're consumer-driven," said McBride.

"Peoples' preferences have completely changed," said Affuso, of the banking association.

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Seth Augenstein can be reached at saugenstein@njadvancemedia.com.

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Gallery: Branch banking in Hudson

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NJ

Why Banks Are Rethinking the Drive-Through

By **Mary Wisniewski**
Published **September 04 2013, 1:26pm EDT**

More in **Bank technology**

Drive-through teller stations, once promoted as a convenience for the after-work crowd wanting to keep Bob Dylan songs playing while depositing their paychecks, are losing some of that traffic to mobile apps. As consumers increasingly use self-service channels from wherever they wish, financial institutions are reimagining their physical footprints, including drive-ups, to adjust.

"It's all part of a larger movement to what we call the self-service era," says Genie Driskill, chief operating officer at Synergistics Research Corp. "Branches will have options for transactions inside or outside, but in a self-service mode. drive-ups are an extension of that."

In recent weeks, Bank of America Corp. (BAC) announced it was closing some drive-through teller services in areas where usage has been low in a broader effort to respond to customer behavior shifts.

"The decision is in response to the way consumers are banking today," said a B of A spokeswoman in an email to *Bank Technology News*. "For example, in July, 13 million Bank of America customers used their smartphones to deposit an average of 160,000 checks per day. In addition, half of our deposits are made at ATMs."

B of A's numbers are reflective of an industrywide trend: As customers increasingly use digital channels to transact, the bank's physical footprint must evolve to accommodate the shift.

City Bank Texas, of Lubbock, has been considering the idea of slightly trimming the hours of its tellers operating in-branch and will then evaluate whether it should modify staff levels at the drive-through lanes. "The numbers aren't lying," says Jim Simpson, senior vice president and chief technology officer at City Bank Texas. "Customers are transitioning to digital platforms."

Simpson says the community bank, which offers mobile deposit and mobile bill pay and identifies a usage spike around 5:00 p.m., believes customers are going to their children's soccer practices and depositing checks on their smartphones while waiting for their kids to batter up rather than take an extra trip to the financial institution. Even so, "you still want to have the option," says Simpson.

ATM drive-ups continue to remain popular with consumers nationwide. "Drive-through ATMs are extremely attractive," says Synergistics' Driskill. "They have always been one of the top locations."

Indeed, 54% of consumers say they regularly use ATMs at a bank branch's drive-up, according to the research firm's 2013 data.

Huntington Bancshares Inc. (HBAN) has found that some drivers prefer waiting in line even when the branch or ATM walk up is unclogged. The Ohio bank has made attempts to add ATMs to locations where cars lining up bleed into the highways and discovered people prefer waiting in their cars. "It speaks to behavioral preferences," says Michael Bassani, Huntington's product group manager of branch distribution. "Customers like convenience and they like to multi-task. They think it's easier to stay in the car and respond to emails."

The observation is a signal that car banking nationwide will remain a part of the mix even as new channels provide consumers with alternatives.

"I don't think there's anything changing drive-through behavior," says Kevin Travis, managing director at Novantas, a management consulting firm. "In certain parts of the country, drive-throughs are a major part of the infrastructure. Banks aren't exiting the personal experience. They are just changing how it's delivered and maybe even enhancing it."

Rather than die off, the channel will likely get a makeover to adjust to a digital era. "It's not a binary choice between technology and distribution," says Jonathan Velline, head of Wells Fargo & Co's (WFC) ATM banking and store strategy. "We can have both."

The combination has been making its way into branches. Wells Fargo, for example, makes use of touchscreens at in-branch teller stations to eliminate manual data entry and to better mirror its ATM experience. "We are trying to make the workflow as consistent as possible," says Velline.

The broader strategy of digitizing manual processes could extend into the bank's drive-through lanes. To modernize the pneumatic tube experience, Velline sees an opportunity to take Wells' touchscreens outside while still allowing the driver to communicate with the teller inside.

Some banks are experimenting with drive-up video tellers.

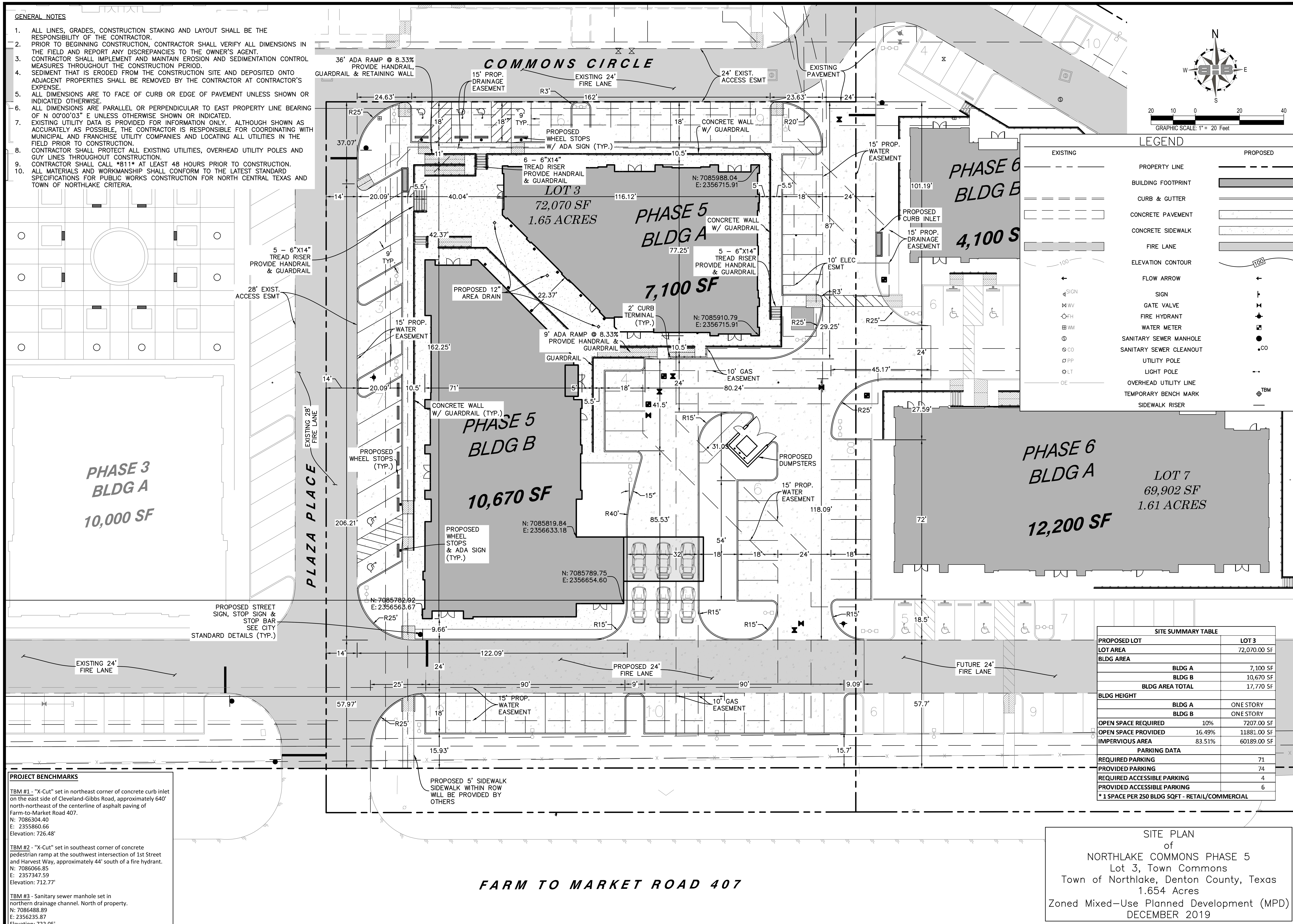
B of A says it has video teller ATMs at a few of its drive-through locations. Likewise, Huntington has been testing video at some of its drive-ups. "Video assistance is definitely a technology we are watching closely," says Bassani.

For now, Huntington's videos tellers are still operating from within the branch. One day, the tellers could be located offsite to centralize the workforce and potentially allow the bank to extend its service hours.

"As we look at self-service technology and look at video-assisted service, we have to figure out the customer experience in drive-through and how customers will adapt to new technologies," says Bassani. "We don't have a silver bullet."

GENERAL NOTES

1. ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S AGENT.
3. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
4. SEDIMENT THAT IS ERODED FROM THE CONSTRUCTION SITE AND DEPOSITED ONTO ADJACENT PROPERTIES SHALL BE REMOVED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
5. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS SHOWN OR INDICATED OTHERWISE.
6. ALL DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO EAST PROPERTY LINE BEARING OF N 00°00'03" E UNLESS OTHERWISE SHOWN OR INDICATED.
7. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, OVERHEAD UTILITY POLES AND GUY LINES THROUGHOUT CONSTRUCTION.
9. CONTRACTOR SHALL CALL *811* AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS AND TOWN OF NORTHLAKE CRITERIA.



LEGEND

EXISTING		PROPOSED
	PROPERTY LINE	
	BUILDING FOOTPRINT	
	CURB & GUTTER	
	CONCRETE PAVEMENT	
	CONCRETE SIDEWALK	
	FIRE LANE	
100	ELEVATION CONTOUR	100
	FLOW ARROW	
SIGN	SIGN	
WV	GATE VALVE	
FH	FIRE HYDRANT	
WM	WATER METER	
	SANITARY SEWER MANHOLE	
CO	SANITARY SEWER CLEANOUT	CO
PP	UTILITY POLE	
LT	LIGHT POLE	
OE	OVERHEAD UTILITY LINE	
	TEMPORARY BENCH MARK	TBM
	SIDEWALK RISER	

SITE SUMMARY TABLE

PROPOSED LOT		LOT 3
LOT AREA		72,070.00 SF
BLDG AREA		
BLDG A		7,100 SF
BLDG B		10,670 SF
BLDG AREA TOTAL		17,770 SF
BLDG HEIGHT		
BLDG A		ONE STORY
BLDG B		ONE STORY
OPEN SPACE REQUIRED	10%	7207.00 SF
OPEN SPACE PROVIDED	16.49%	11881.00 SF
IMPERVIOUS AREA	83.51%	60189.00 SF
PARKING DATA		
REQUIRED PARKING		71
PROVIDED PARKING		74
REQUIRED ACCESSIBLE PARKING		4
PROVIDED ACCESSIBLE PARKING		6
* 1 SPACE PER 250 BLDG SQFT - RETAIL/COMMERCIAL		

PROJECT BENCHMARKS

TBM #1 - "X-Cut" set in northeast corner of concrete curb inlet on the east side of Cleveland-Gibbs Road, approximately 640' north-northeast of the centerline of asphalt paving of Farm-to-Market Road 407.
N: 7086304.40
E: 2355860.66
Elevation: 726.48'

TBM #2 - "X-Cut" set in southeast corner of concrete pedestrian ramp at the southwest intersection of 1st Street and Harvest Way, approximately 44' south of a fire hydrant.
N: 7086066.85
E: 2357347.59
Elevation: 712.77'

TBM #3 - Sanitary sewer manhole set in northern drainage channel. North of property.
N: 7086488.89
E: 2356235.87
Elevation: 722.05'

SITE PLAN
of
NORTHLAKE COMMONS PHASE 5
Lot 3, Town Commons
Town of Northlake, Denton County, Texas
1.654 Acres
Zoned Mixed-Use Planned Development (MPD)
DECEMBER 2019

BAIRD, HAMPTON & BROWN
engineering and surveying
3801 William D. Tate Ave. Ste 500 Grapevine, TX 76051
mail@bhbinc.com • 817.251.8550 • bhbinc.com
TBPE Firm #44 • TBPLS FIRM #10011302

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092

NORTHLAKE COMMONS LOT 3 PHASE 5
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

SITE EXHIBIT - STACKING VARIANCE REQUEST

NO.	DESCRIPTION	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF SKYLAR LYLE WERZBICKI, PE TX 130824. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

12-20-2019

PROJECT NUMBER:	2018.759.000		
DATE:	12/20/2019	DRAWN BY:	DS
DESIGN BY:	SLW	CHECKED BY:	SLW

SHEET
4

OES
OFFICE EQUITY SOLUTIONS

Town Commons at Northlake | **Building 5B**

JACOBS & ASSOCIATES
architecture planning interiors
www.jacobsonline.com
972-331-5699 ofc

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF DOC.: NORHTLAKE UNIFIED DEVELOPMENT CODE; THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE; NORTHLAKE INDUSTRIAL SECTOR PLAN

SUBJECT: ZONING CHANGE REQUEST FOR 11682 COCKLEBURR ROAD

GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

ZONING CHANGE REQUEST INFORMATION:

Site: Approximately 1.5 acres at 11682 Cockleburr Road
(see maps on following page)

Applicant: Mark McPherson

Owner: Therese Whalen

Current Zoning: Rural Residential (RR) – Single-family residential and agricultural uses on minimum lot size of 5 acres

Proposed Zoning: Industrial (I) – Industrial uses with no minimum lot size

Future Land Use: Business Park Character Area – Described generally as an employment center which may include hotels, distribution centers, corporate office campuses, educational facilities, technology centers, research facilities, retail, and restaurants. Limited manufacturing and warehouse uses may be allowed to support the employment centers.

Sector Plan: Northern Industrial Sector: Auxiliary Industrial – Region-traditional and commercial uses; supporting storage functions maintained with screening and use controls.

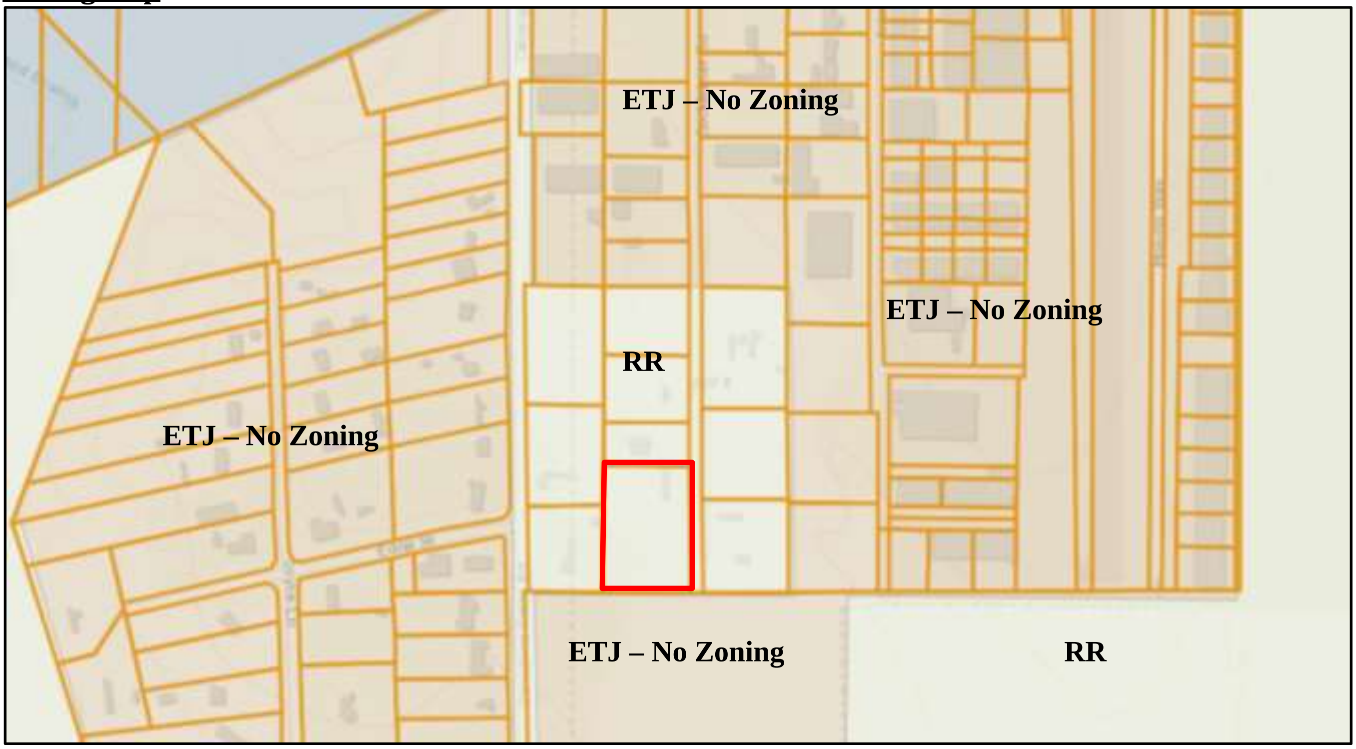
Staff Analysis: As of February 20, 2020, staff has not received any comments for or against the request. This request conforms with the future land use designation of the Northlake Comprehensive Plan as well as the land use recommendations of the Industrial Sector Plan. The zoning change application is acceptable for consideration. A draft ordinance to adopt the zoning change is attached.

COUNCIL ACTIONS:

- Hold public hearing
- Approve, approve with conditions, or deny zoning change request

MAPS:

Zoning Map



Aerial Map

ORDINANCE NO. 20-0227A

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 1.5 ACRE TRACT OF LAND SITUATED IN THE G. RAMSDALE SURVEY, ABSTRACT NO. 1128, IN THE TOWN OF NORTHLAKE FROM "RR" RURAL RESIDENTIAL TO "I" INDUSTRIAL AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-1024A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of "RR" Rural Residential for a 1.5-acre tract of land located in the G. Ramsdale Survey, Abstract No. 1128, in the Town of Northlake, Denton County, Texas (the "Property"); and

WHEREAS, the Unified Development Code provides for requests for zoning changes or zoning map amendments; and

WHEREAS, the Town of Northlake has received a request from the owner of the Property to rezone the Property by establishing an "I" Industrial zoning district on the Property; and

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 16-1208E on December 8, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, and Ordinance No. 12-0726B on July 26, 2012, The Northlake Industrial Sector Plan, and the requested rezoning complies with recommendations of the plans; and

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

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on February 27, 2020 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve the zoning change request to "I" Industrial on the Property.

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

SECTION 1

The Property more fully described in Exhibit "A" shall be zoned "I" Industrial.

SECTION 2

The use of the Property described in Exhibit "A" shall be subject to all applicable regulations for the "I" Industrial zoning district contained in the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of the Unified Development Code or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

PASSED AND APPROVED on this the 27th day of February 2020.

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT "A"

LEGAL DESCRIPTION

Tract 1

Being a tract or parcel of land situated in the G. Ramsdale Survey, Abstract Number 1128, Denton County, Texas, and being a portion of a tract as conveyed by Hershel C. Strader to Priddy and Holder by deed recorded on Page 618 of Volume 567 in the Denton County Deed Records and being the same tract as conveyed to Willie Haggard by deed as recorded on Page 705 of Volume 1050 in the Denton County Deed Records and being more particularly described as follows:

BEGINNING in the centerline of a 60.0 foot easement for road and utilities and being by deed South 00 degrees 30 minutes East a distance of 813.3 feet, South 00 degrees 46 minutes East a distance of 513.76 feet, South 89 degrees 39 minutes East a distance of 416.66 feet, and South 00 degrees 33 minutes East a distance of 719.59 feet from the northwest corner of said G. Ramsdale Survey;

THENCE South 00 degrees 33 minutes East along the centerline of said 60.0 foot easement for road and utilities a distance of 195.35 feet;

THENCE South 89 degrees 52 minutes West, at a distance of 30.0 feet an iron rod in the west line of said 60.0 feet easement for road and utilities, a total distance of 222.9 feet to an iron rod;

THENCE North 00 degrees 33 minutes West a distance of 195.35 feet to an iron rod;

THENCE North 89 degrees 52 minutes East, at a distance of 192.9 feet an iron rod in the west line of said 60.0 foot easement for road and utilities, a total distance of 222.9 feet to the Place of Beginning, containing 1.000 acre or 43,539 square feet with approximately 0.135 acre or 5,857 square feet being occupied by said easement for road and utilities, leaving a net acreage of 0.865 acre or 37,682 square feet of land, more or less.

Tract 2

The following described tract or parcel of land situated in the G. Ramsdale Survey, A-1128, Denton County, Texas and being a portion of a tract as conveyed by Hershel C. Strader to Priddy and Holder by deed recorded on Page 618 of Volume 567 in the Denton County Deed Records and being a portion of a tract as conveyed to Willie Haggard by deed as recorded on Page 704 of Volume 1050 in the Denton County Deed records and being more particularly described as follows:

BEGINNING in the centerline of a 60.0 foot easement for road and utilities and being by deed S 0° 30' E a distance of 813.3 feet, S 0° 46' E a distance of 513.76 feet, S 89° 39' E a distance of 416.66 feet, and S 0° 33' E a distance of 621.97 feet from the Northwest corner of said G. Ramsdale Survey;

THENCE S 0° 33' E along the centerline of said 60.0 foot easement for road and utilities a distance of 97.61 feet;

THENCE S 89° 52' W, at a distance of 30.0 feet an iron rod in the West line of said 60.0 foot easement for road and utilities, a total distance of 222.9 feet to an iron rod;

THENCE N 0° 33' W a distance of 4.65 feet to an iron rod;

THENCE N 0° 46' W a distance of 92.97 feet to an iron rod;

THENCE N 89° 52' E, at a distance of 193.24 feet an iron rod in the West line of said 60.0 foot easement for road and utilities, a total distance of 223.24 feet to place of beginning, containing 0.500 acre or 21,772 square feet with approximately 0.067 acre or 2,927 square feet being occupied by said easement for road and utilities leaving a net acreage of 0.433 acre or 18,845 square feet of land.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM); PECAN SQUARE MPD ORDINANCES

SUBJECT: PECAN SQUARE PHASE 2A-2 PRELIMINARY PLAT (PP-20-001)

GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

PRELIMINARY PLAT INFORMATION:

Applicant: Hillwood Communities

Owner: HP Gibbs, LP/Pecan Square 2A, LLC

Engineer/Surveyor: Kimley-Horn & Associates

Current Zoning: Mixed-Use Planned Development (MPD)

Site: Approximately 3.62 acres out of the F.W. Thornton Survey, Abstract No. 1244, generally located 600 feet east of Fielding Street at Shorthorn Drive with access to be provided through Pecan Square Phase 2A-1.

Summary: This application is for preliminary plat of a phase of Pecan Square. It consists of 20 residential lots and 1 HOA lot. The residential lots are located in the Lifestyle Subdistrict of the MPD with a mix of 40' width rear entry lots (12) and 50' width lots (8).

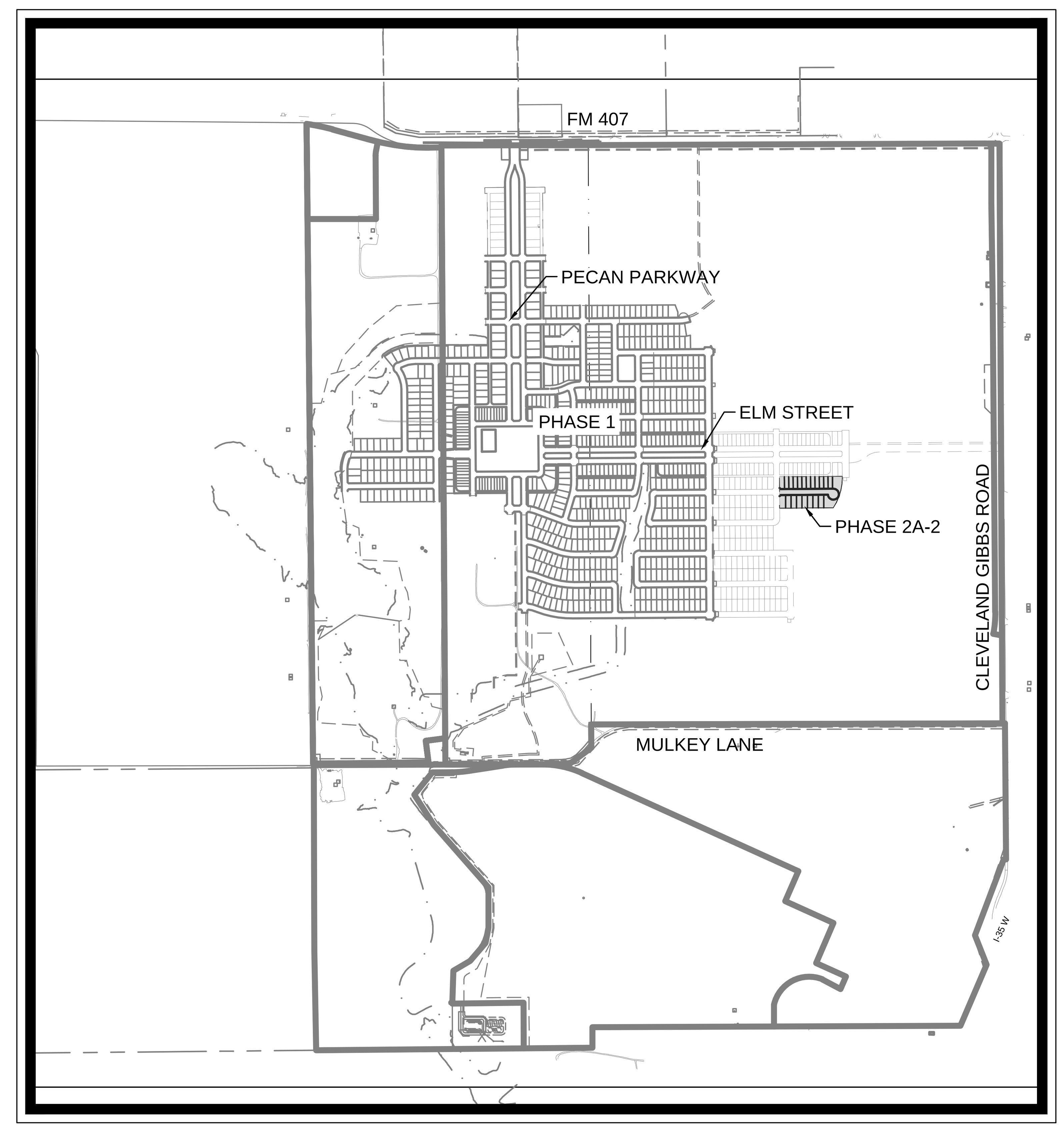
Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements the Unified Development Code (UDC). The application was considered filed on January 29, 2020, and will be approved on February 28, 2020, if no action is taken.

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

COUNCIL ACTIONS:

- Approve or take no action (results in approval on February 28th)

PECAN SQUARE PRELIMINARY PLAT
PHASE 2A-2
TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS



VICINITY MAP
SCALE: 1" = 1,000'

SHEET INDEX

SHEET NO.	DESCRIPTION
C-1	COVER SHEET
PP-1	PRELIMINARY PLAT
D-1	DRAINAGE AREA MAP & STORM PLAN
P-1	PAVING PLAN
S-1	OVERALL SANITARY SEWER PLAN
U-1	WATER & SANITARY SEWER PLAN

ENGINEER

Kimley»Horn

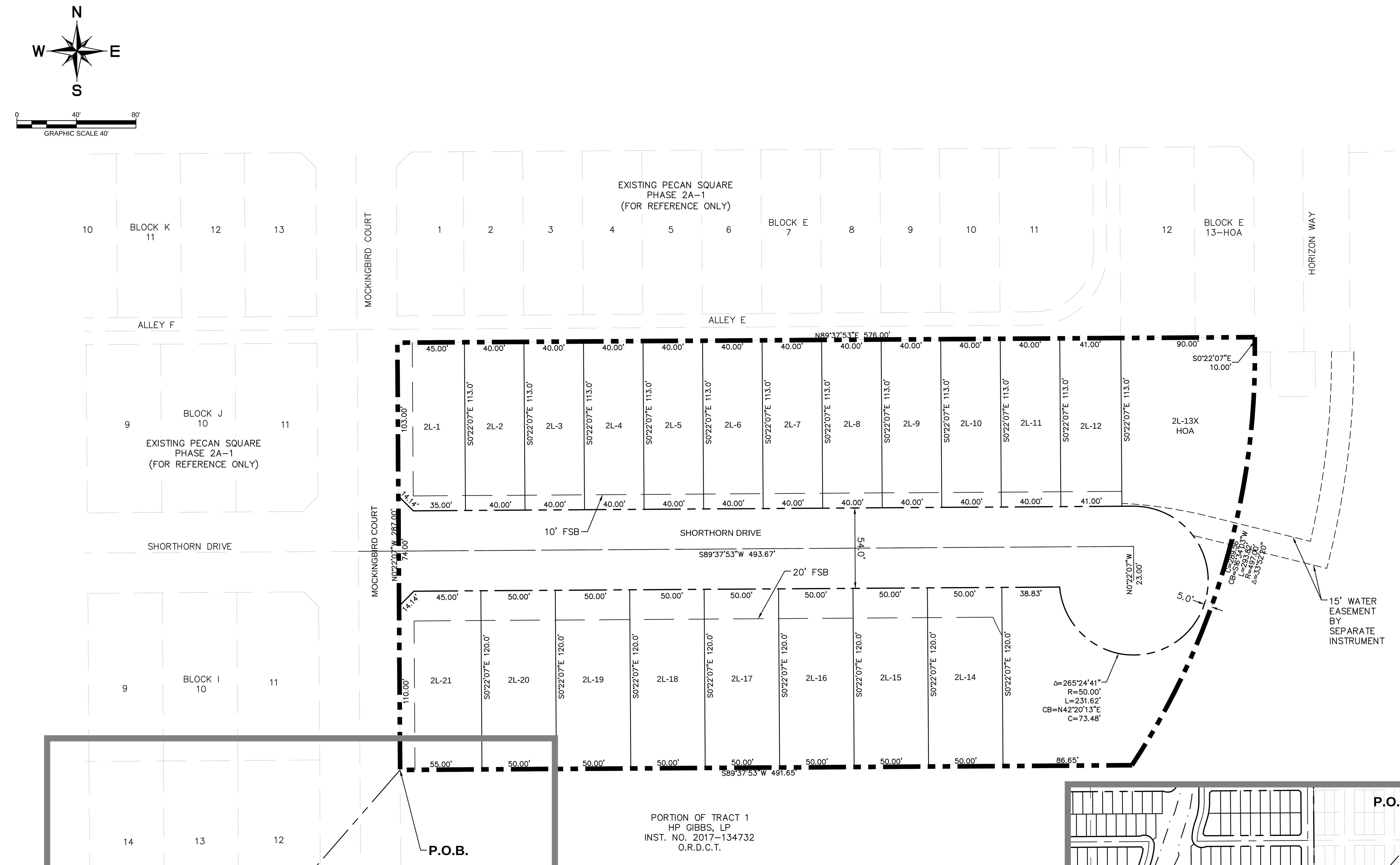
13455 NOEL ROAD
TWO GALLERIA OFFICE TOWER
SUITE 700
DALLAS, TEXAS 75240
TEL: (469) 914-8611
CONTACT: JASON KAISER, P.E.

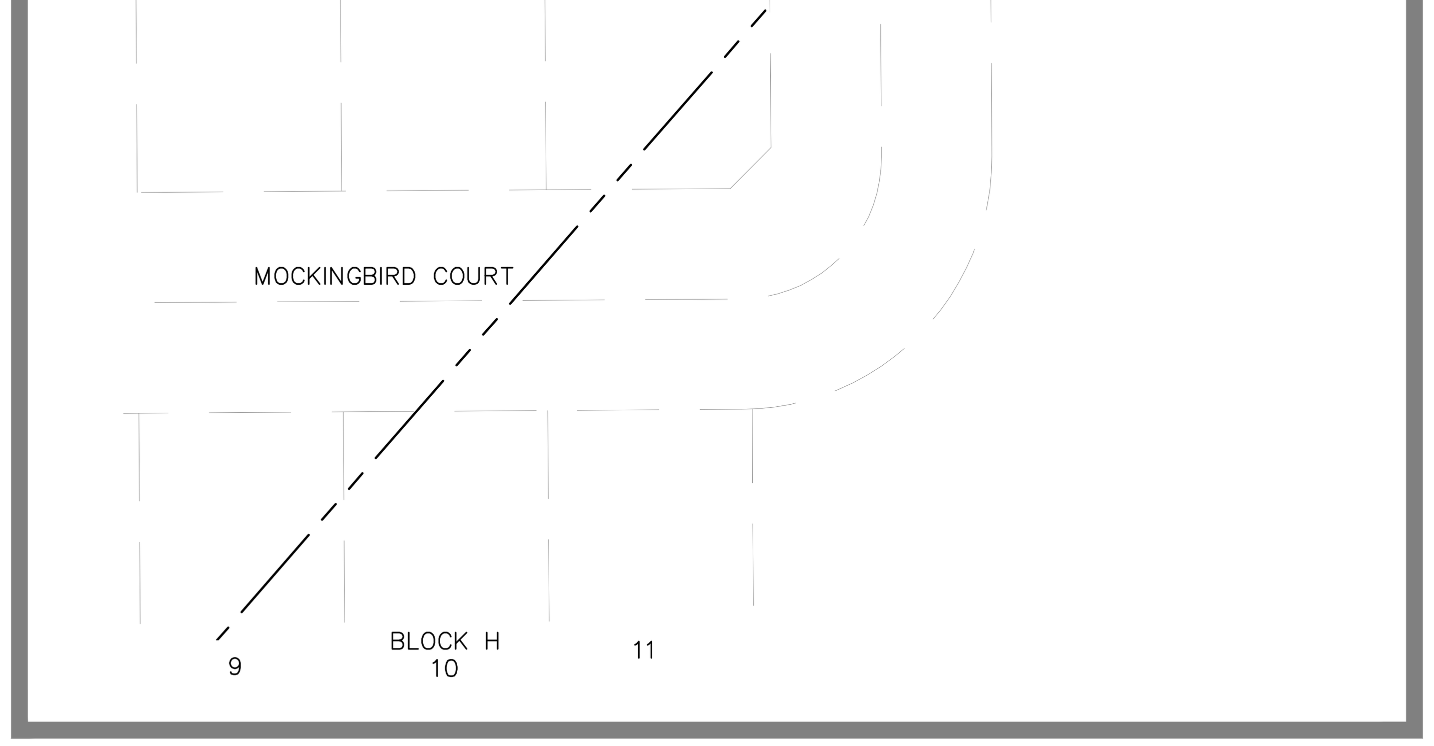
STATE OF TEXAS
REGISTRATION NO. F-928

OWNER/DEVELOPER

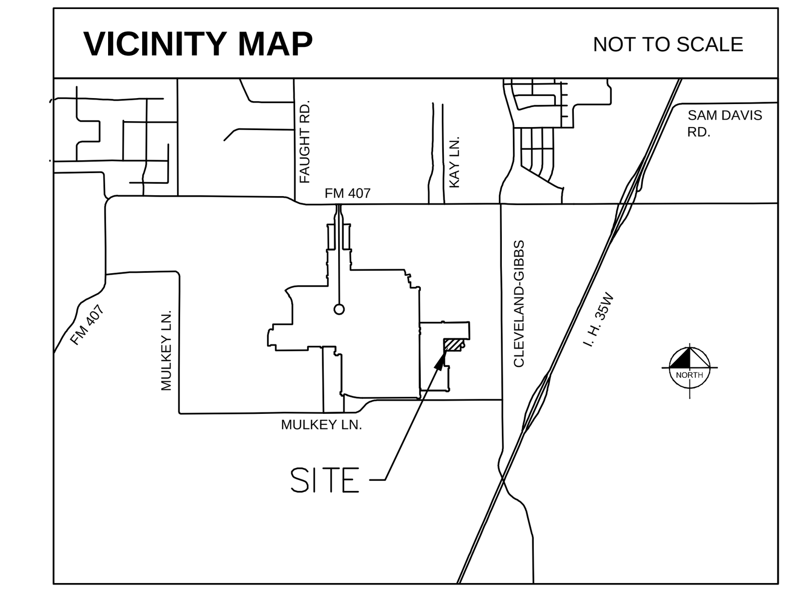
HP GIBBS, LP/PECAN SQUARE PHASE 2A, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TX 75219
TEL: (972) 201-2849
CONTACT: GENA TERRELL

FEBRUARY 2020





SEE DETAIL "A" FOR POB, POC & SURVEY INFORMATION.



LOT AREA TABLE		
BLOCK-LOT	SQUARE FEET	ACRES
2L-1	5035	0.116
2L-2	4520	0.104
2L-3	4520	0.104
2L-4	4520	0.104
2L-5	4520	0.104
2L-6	4520	0.104
2L-7	4520	0.104
2L-8	4520	0.104
2L-9	4520	0.104
2L-10	4520	0.104
2L-11	4520	0.104
2L-12	4633	0.106
2L-13X	21942	0.504
2L-14	6000	0.138
2L-15	6000	0.138
2L-16	6000	0.138
2L-17	6000	0.138
2L-18	6000	0.138
2L-19	6000	0.138
2L-20	6000	0.138
2L-21	6550	0.150

LEGEND

	PROPERTY LINE
	EXISTING CONTOUR
	EXISTING SANITARY SEWER
	EXISTING OVERHEAD ELECTRIC
	EXISTING MANHOLE
S.W.E.	SIDEWALK EASEMENT
D.E.	DRAINAGE EASEMENT
S.S.E.	SANITARY SEWER EASEMENT
HOA	HOMEOWNERS ASSOCIATION
B.L.	BUILDING LINE
W.E.	WATER EASEMENT
FSB	FRONT YARD SETBACK
SSB	SIDE YARD SETBACK

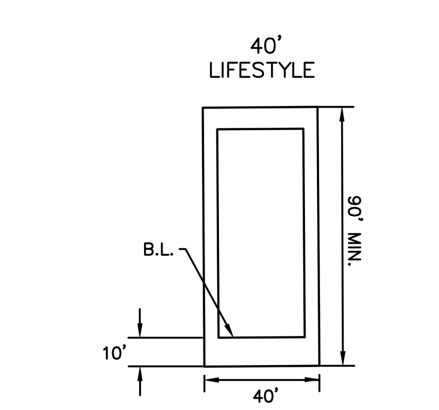
NOTES:
1) MINIMUM LOT WIDTH IS MEASURED AT THE BUILDING LINE.

APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE



MINIMUM STANDARD LOT DETAILS
N.T.S.

FIELD NOTE DESCRIPTION
3.6228 ACRES

BEING a tract of land situated in the F. W. Thornton Survey, Abstract Number 1244, Denton County, Texas and being a portion of that called 460.677 acre tract of land, referred to as Tract 1, conveyed to H.P. Gibbs, LP, according to the document filed of record in Instrument Number 2017-134732, Official Records, Denton County, Texas (O.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" set for the southwest corner of this tract, from which a 1/2" iron rod with plastic cap stamped "C&P ENG.LTD" found for the southwest corner of said Gibbs tract bears South 41°02'41" West, 2631.83 feet;

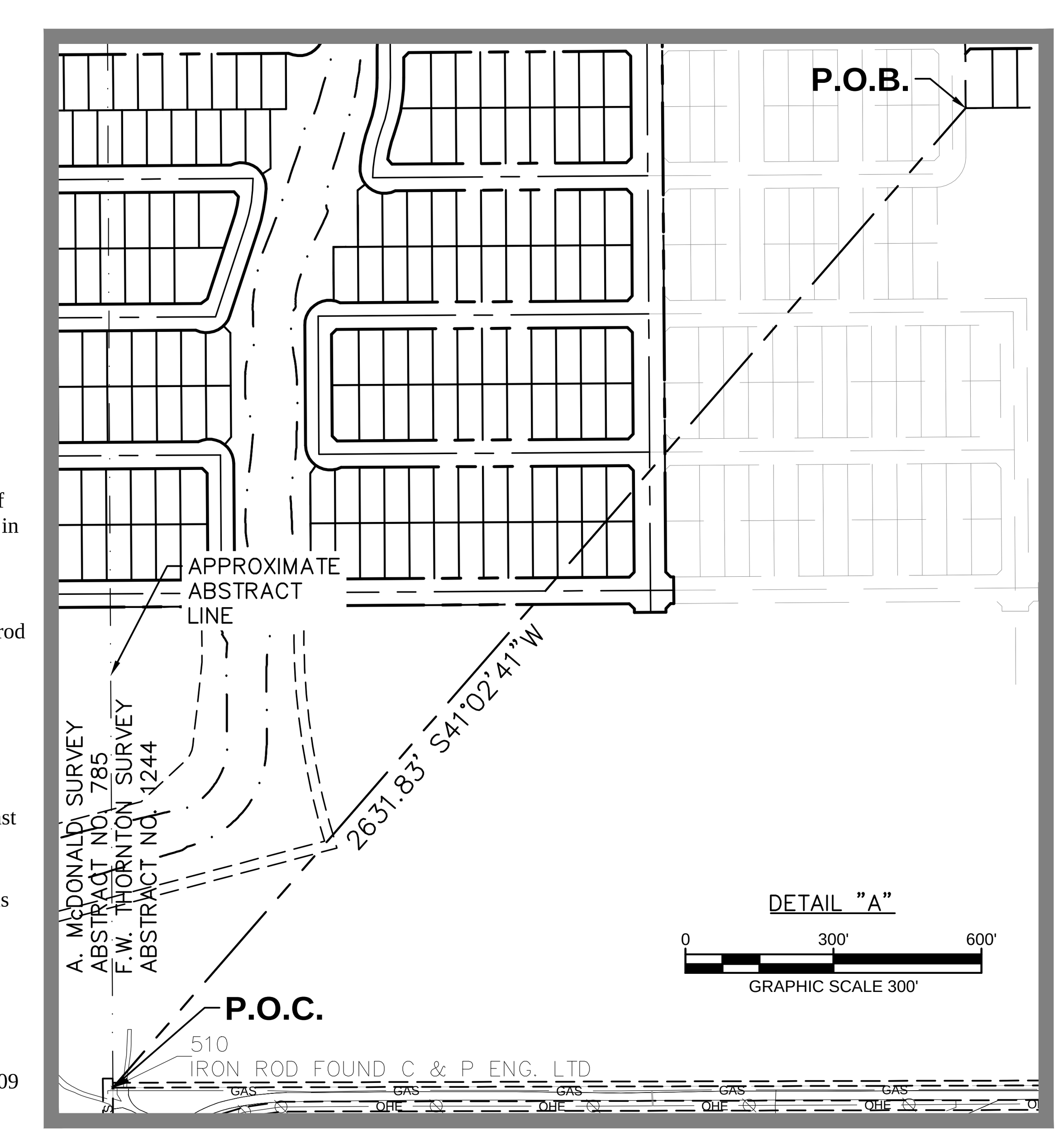
THENCE North 0°22'07" West, a distance of 287.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found the northwest corner of this tract;

THENCE North 89°37'53" East, a distance of 576.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for the northeast corner of this tract;

THENCE South 0°22'07" East, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" found for a corner of this tract, being the beginning of a curve to the right having a central angle of 33°52'20", a radius of 497.00 feet, a chord bearing and distance of South 16°34'03" West, 289.56 feet;

THENCE with said curve to the right, an arc distance of 293.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for the southeast corner of this tract;

THENCE South 89°37'53" West, a distance of 491.65 feet to the **POINT OF BEGINNING** and containing 3.6228 acres or 157,809 square feet of land, more or less.



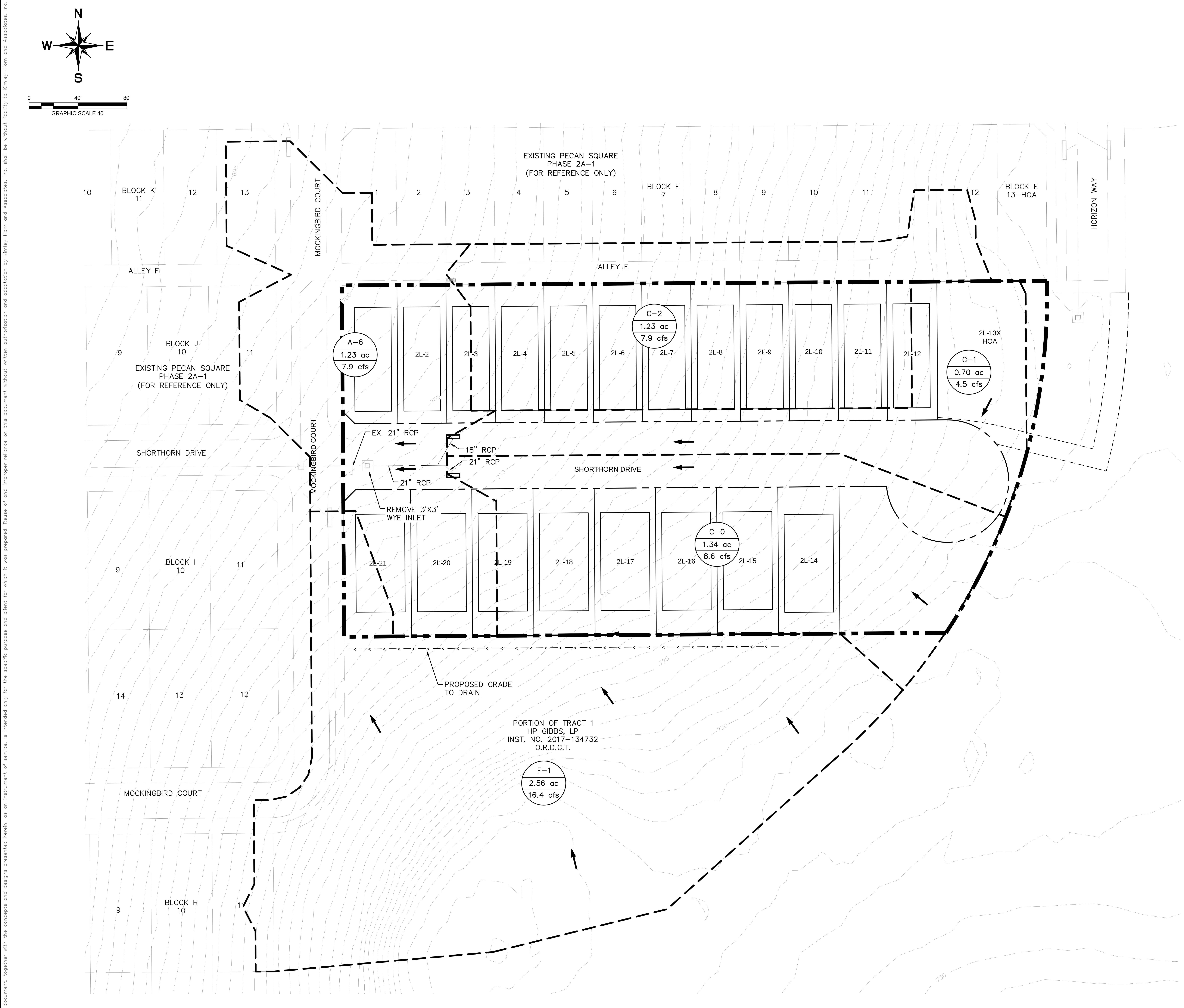
DETAIL "A"

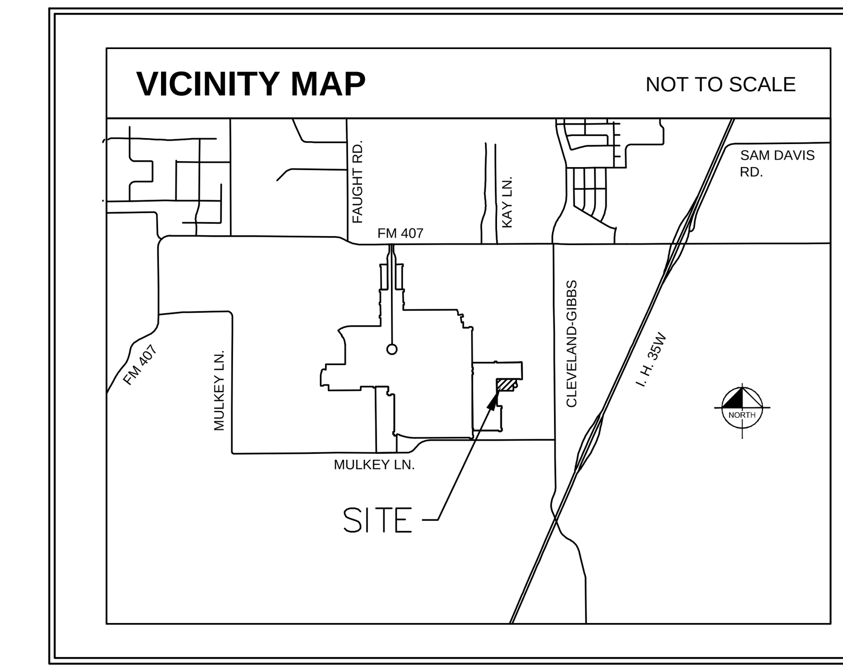
PRELIMINARY PLAT
FOR
PECAN SQUARE PHASE 2A-2
20 RESIDENTIAL LOTS / 1 HOA LOTS
BEING 3.62 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
HP GIBBS, LP/Pecan Square 2A, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (972) 201-2849
Contact: GENA TERRELL

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-1
MTH	MTH	HCW	AS SHOWN	FEBRUARY 2020	063226901	





LEGEND

- X-1 / 9.9 ac / 5.5 cfs — AREA DESIGNATOR / AREA IN ACRES / Q100 FLOW IN CFS
- PROPERTY LINE
- PROPOSED STORM DRAIN LINE
- PROPOSED DRAINAGE DIVIDE
- PROPOSED STORM DRAIN INLET
- PROPOSED STORM DRAIN MANHOLE
- PROPOSED STORM DRAIN HEADWALL
- PROPOSED FLOW DIRECTION
- EXISTING CONTOUR

DRAINAGE AREA TABLE

DRAINAGE AREA NO.	AREA (ac)	FREQUENCY FACTOR	RUNOFF COEFFICIENT "C"	TIME OF CONCENTRATION (minutes)	RAINFALL INTENSITY "I"100 (in/hr)	TOTAL FLOW Q100 (cfs)
A-6	1.23	1.25	0.65	15	7.91	7.9
C-0	1.34	1.25	0.65	15	7.91	8.6
C-1	0.70	1.25	0.65	15	7.91	4.5
C-2	1.23	1.25	0.65	15	7.91	7.9
F-1	2.56	1.25	0.65	15	7.91	16.4

NOTE:
1. SEE PECAN SQUARE PHASE 2A-1 FOR OVERALL DRAINAGE AREA MAP

DRAINAGE AREA MAP & STORM PLAN

FOR

PECAN SQUARE PHASE 2A-2

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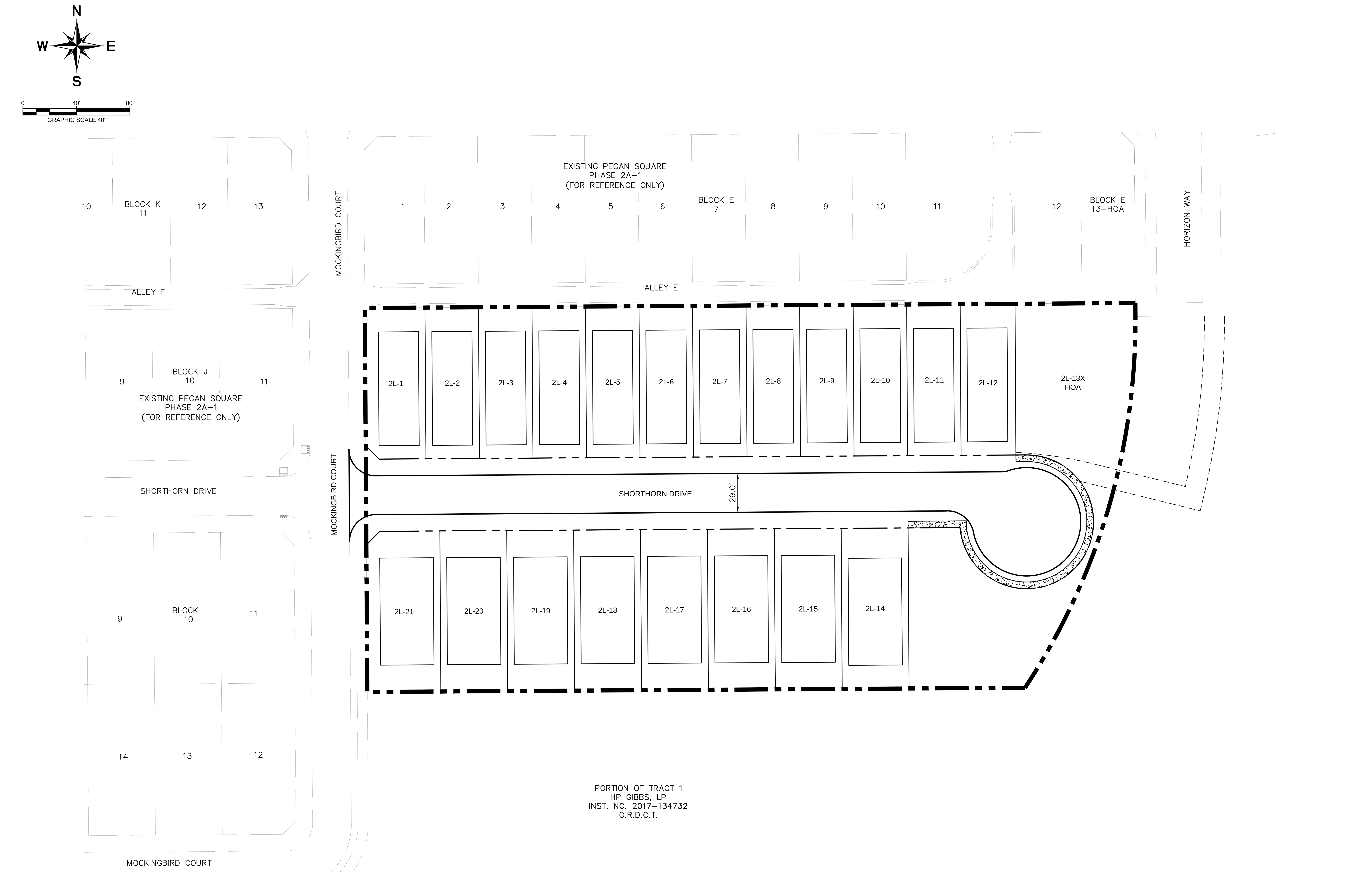
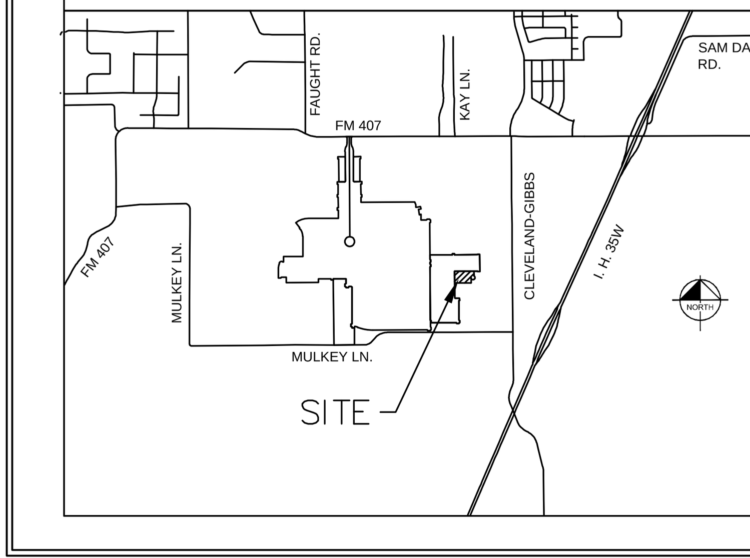
MTH	MTH	HCW	AS SHOWN	FEBRUARY 2020	063226901	



VICINITY MAP

NOT TO SCALE



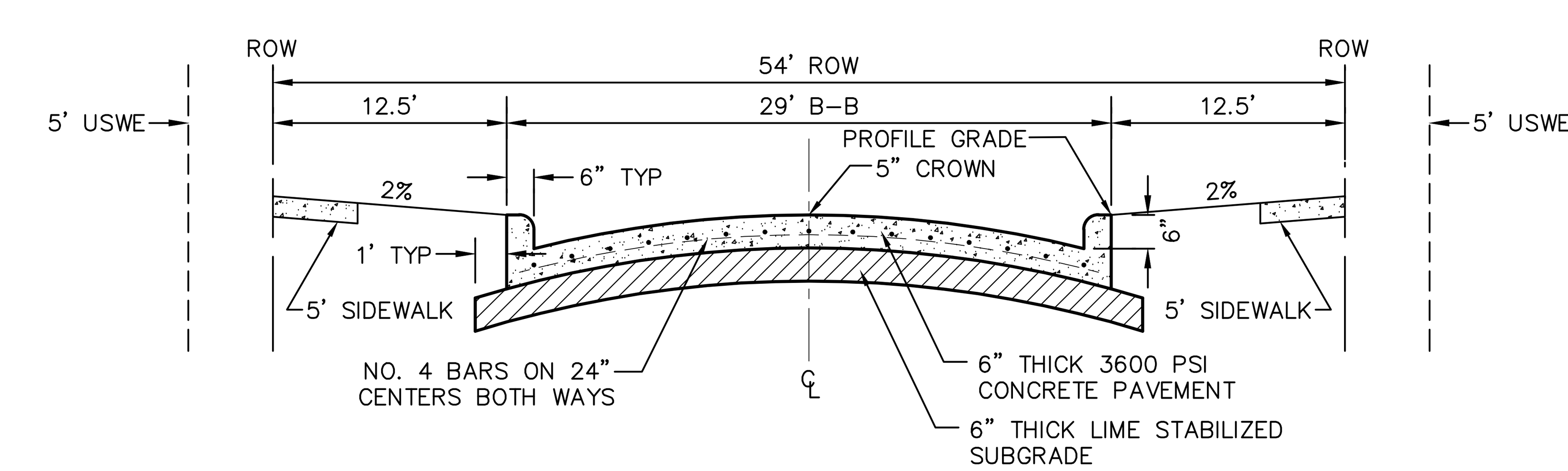
PAVEMENT LEGEND

6" CONCRETE

SIDEWALK PAVEMENT

NOTE:

1. ALL SIDEWALKS SHALL BE 5' UNLESS OTHERWISE NOTED.



RESIDENTIAL STREET SECTION

NTS

PAVING PLAN

FOR

PECAN SQUARE PHASE 2A-2

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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
MTH	MTH	HCW	AS SHOWN	FEBRUARY 2020	063226901	P-1

PLOTTED BY SAAVEDRA, ANDREA 2/4/2020 3:00 PM
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LAST SAVED 2/4/2020 12:25 PM

NOTES:
1) ALL LINES ARE 8" UNLESS OTHERWISE NOTED
2) LINES ARE SIZED FOR 80% CAPACITY

Line Size	Pipe Slope	CFS capacity	MGD capacity
8	0.400%	0.61	0.40
10	0.250%	0.88	0.57
12	0.200%	1.27	0.82
15	0.400%	3.27	2.11
18	0.250%	4.20	2.72
21	0.150%	4.91	3.17

		Residential					Wastewater Flows								
Node	Acres	Density (Gross)	Units	LUE/Unit or SF	LUEs	Total LUEs	School (GPM)	Avg. Dry Weather (GPM)	Avg. Dry Weather (MGD)	Overall Peaking Factor	Peak Dry Weather (GPM)	I & I (GPM)	Peak Wet Weather (GPM)	Peak Wet Weather (MGD)	Required Line Size (in)
A	125	2.06	257	1	257	261		39	0.06	4	155	65	220	0.32	
B	73	2.00	146	1	146	146	0	22	0.03	4	87	38	125	0.18	
A+B	198	2.04	403	1	403	403	0	60	0.09	4	240	103	343	0.49	10
C	32	3.81	122	1	122	122		18	0.03	4	73	17	89	0.13	
A+B+C	230	2.28	525	1	525	525	0	78	0.11	4	313	120	433	0.62	10
D	35	3.17	111	1	111	111		17	0.02	4	66	18	84	0.12	
A+B+C+D	265	2.40	636	1	636	636	0	95	0.14	4	379	138	517	0.74	10
E	134	3.61	484	1	484	488	49	122	0.18	4	486	70	556	0.80	10
F	84	4.12	346	1	346	346	0	52	0.07	4	206	44	250	0.36	
E+F	218	3.81	830	1	830	830	49	173	0.25	4	691	114	804	1.16	15
G	52	3.17	165	1	165	169		25	0.04	4	100	27	128	0.18	
E+F+G	270	3.69	995	1	995	995	49	197	0.28	4	789	141	929	1.34	15
A+B+C+D+E+F+G	535	3.05	1631	1	1,631	1,631	49	292	0.42	4	1,168	279	1,446	2.08	15
H	7	4.39	29	1	29	29	16	20	0.03	4	80	3	83	0.12	
A+B+C+D+E+F+G+H	542	3.06	1660	1	1,660	1,660	65	312	0.45	4	1,248	282	1,530	2.20	18
I	0	0.00	0	1	0	0	47	47	0.07	4	189	0	189	0.27	
Total	542	3.06	1,660				112				1,443	282	1,725	2.48	18

OVERALL SANITARY SEWER PLAN

FOR

PECAN SQUARE PHASE 2A-2

20 RESIDENTIAL LOTS / 1 HOA LOTS
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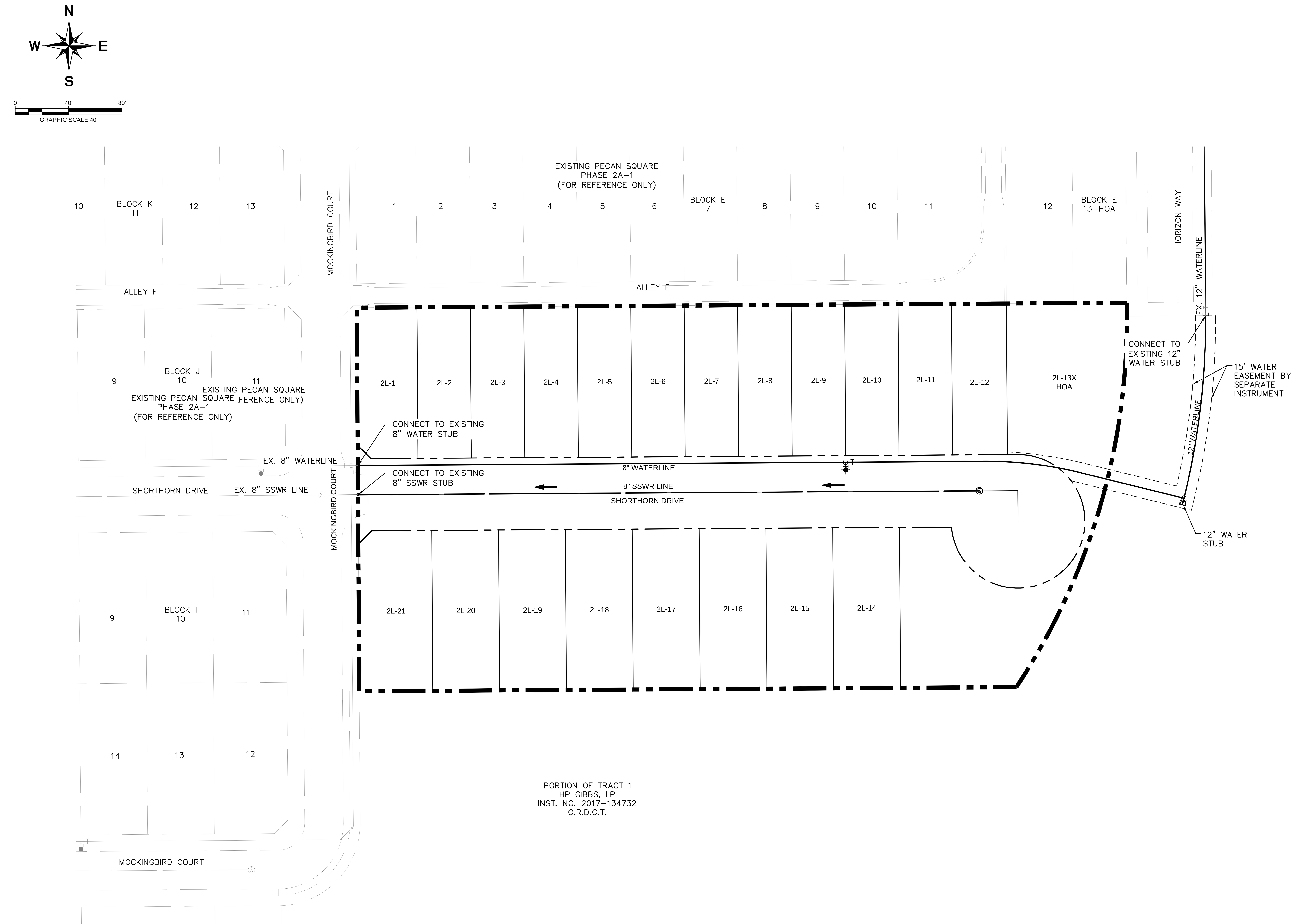
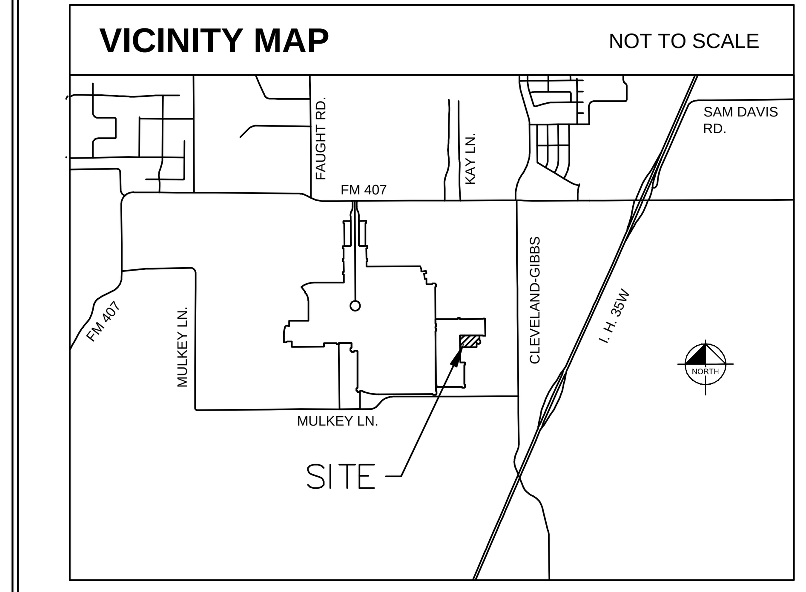
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	S-1
MTH	MTH	HCW	AS SHOWN	FEBRUARY 2020	063226901	



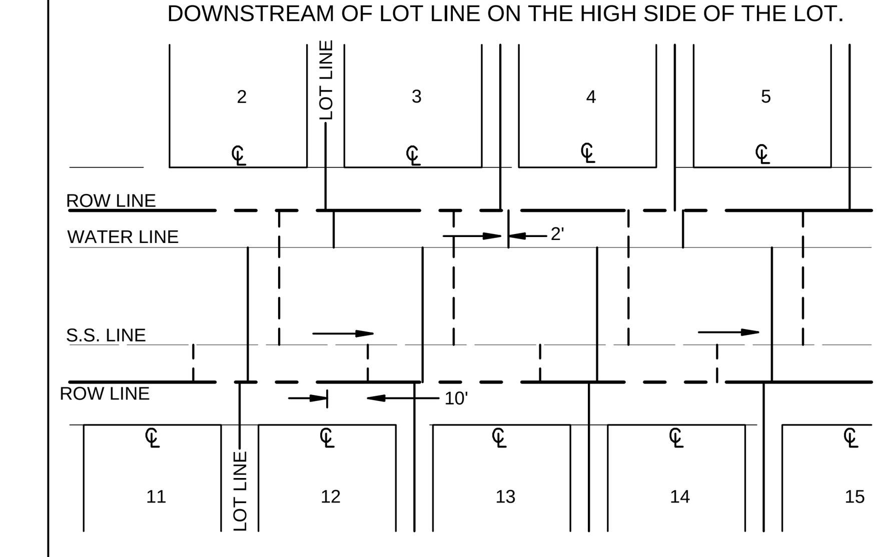


UTILITY LEGEND

	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED WATER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	SANITARY SEWER FLOW DIRECTION
	PROPOSED FIRE HYDRANT
	PROPOSED TAPPING SLEEVE & VALVE
	PROPOSED AUTO FLUSH VALVE
	IRRIGATION SLEEVE
OHP	EXISTING OVERHEAD POWER LINE
W	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING POWER POLE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE

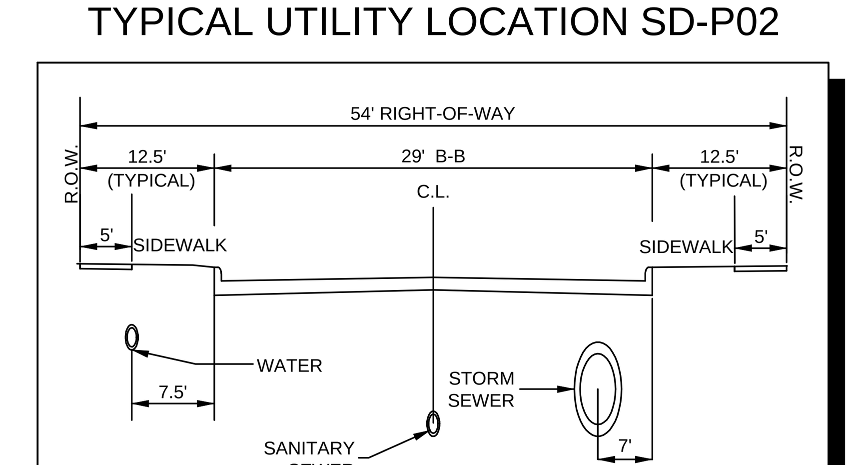
TYPICAL LOT SERVICE DETAIL

S.S. SERVICE TO BE LOCATED 10' DOWNSTREAM OF CENTER OF LOT AND WATER SERVICE TO BE LOCATED 2' DOWNSTREAM OF LOT LINE ON THE HIGH SIDE OF THE LOT.



NOTE:
1. SEE PECAN SQUARE PHASE 2A-1 FOR OVERALL WATER PLAN

TYPICAL UTILITY LOCATION SD-P02



WATER & SANITARY SEWER PLAN

FOR

PECAN SQUARE PHASE 2A-2

20 RESIDENTIAL LOTS / 1 HOA LOTS
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OWNER/DEVELOPER:
HP GIBBS, LP/Pecan Square 2A, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (972) 201-2849
Contact: GENA TERRELL

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

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
MTH	MTH	HCW	AS SHOWN	FEBRUARY 2020	063226901	U-1

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC. : FY 2020 ADOPTED CAPITAL BUDGET

SUBJECT: INTERLOCAL COOPERATION AGREEMENT WITH BELMONT FWSD NO. 1 FOR COST SHARING OF INTERSECTION IMPROVEMENTS AT FM 407 AND CLEVELAND-GIBBS ROAD

STRATEGIC GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain and Improve Public Roadways (Council Goal)
- Leverage, when available, other funding sources (Mayor Goal)

BACKGROUND INFORMATION:

- Traffic light at Cleveland-Gibbs and FM 407 has become a pressing need
    - Town previously negotiated proposed 60/40 split with Belmont FWSD towards light
    - Texas Department of Transportation now requiring left-turn lanes in order to install light
    - TXDOT has verbally agreed to fund traffic signal at approximately $325,000
    - Belmont FWSD has committed $225,000 for intersection improvements
    - Additional $150,000 required to complete funding for project
- Interlocal Cooperation Agreement (ICA) between Belmont Fresh Water Supply District No. 1
    - Town and FWSD fund left-turn lanes on FM 407 on Cleveland-Gibbs Road
    - Maintain 60/40 split: $225,000 for FWSD and $150,000 for Town
    - Verify TXDOT commits to traffic signal

COUNCIL ACTION:

- Approve agreement with Belmont FWSD
- Direct staff to submit permit to TXDOT for intersection improvements

INTERLOCAL AGREEMENT
FOR
ROAD IMPROVEMENTS

This Interlocal Agreement For Road Improvements (this "Agreement") is made and entered into effective as of February ___, 2020 (the "Effective Date"), by and between the **Town of Northlake, Texas**, a Type A general law municipality (the "Town"), and **Belmont Fresh Water Supply District No. 1 of Denton County, Texas**, a conservation and reclamation district created by order of the Denton County Commissioners Court, dated July 24, 2007, pursuant to Article XVI, Section 59 and Article III, Section 52 of the Texas Constitution operating in accordance with Chapters 49 and 53, Texas Water Code (the "FWSD").

WHEREAS, Town and FWSD are hereinafter sometimes referred to individually as a "Party", and collectively as "Parties"; and

WHEREAS, a mixed use development known as "Harvest" is located on 920.31 acres of land, more or less, located within the extraterritorial jurisdiction of the Town ("ETJ Tract"), and on 17.4 acres of land, more or less, located within the corporate limits of the Town; and

WHEREAS, the ETJ Tract is located within the boundaries of the FWSD; and

WHEREAS, Harvest contains residential, commercial, office, regional retail, and a mix of other uses; and

WHEREAS, the FWSD has previously relocated and constructed Cleveland Gibbs Road from Old Justin Road south to its intersection with FM 407, as shown on Exhibit "A", which is attached and incorporated by reference, to serve and benefit areas within the Town and FWSD; and

WHEREAS, based upon an analysis prepared by Jones/Carter, Inc. (the "FWSD Engineers") of traffic flow at the intersection of Cleveland Gibbs Road and FM 407 (the "Intersection") pursuant to agreement between the Parties, as well as a separate study prepared by the Texas Department of Transportation ("TxDOT"), TxDOT has confirmed that the Intersection has met the requirements necessary for the installation of 4-way traffic signal improvements (the "Traffic Signal"); and

WHEREAS, TxDOT has advised the Parties it will design and install the Traffic Signal and pay all costs of such tasks (the "Signal Costs"), provided protected left hand turn lanes are constructed along FM 407 at the east side and west side of the Intersection (the "Turn Lane Improvements"), as more particularly described on Exhibit "B", attached hereto and incorporated herein; and

WHEREAS, the Parties have agreed that, the Turn Lane Improvements are needed to improve the safe and orderly traffic flow through the Intersection; protect the heath safety and welfare of the public; and promote economic development; and

WHEREAS, in order to secure TxDOT funding of the Signal Costs, the Town and FWSD have each agreed to fund a portion of the Turn Lane Improvements as provided in this Agreement; and

WHEREAS, the Turn Lane Improvements will be located outside of but in close proximity to the boundaries of the FWSD, as more particularly depicted on Exhibit "A"; and

WHEREAS, the Town and FWSD have found and determined that the installation and construction of the Traffic Signal and Turn Lane Improvements will benefit the areas within their respective boundaries; and

WHEREAS, the Parties hereto have agreed to allocate the responsibility for certain tasks related to the installation and construction of the Turn Lane Improvements as provided herein, which is the subject of this Agreement; and

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to the laws and Constitution of the State of Texas, including without limitation, Chapters 49 and 53, Texas Water Code, and Chapter 791, Government Code.

NOW, THEREFORE, for and in consideration of the recitations contained hereinabove and the covenants and promises that follow hereinbelow, the Parties hereto agree as follows:

1. Project Cost and Participation.

1.1 The Town and FWSD each agree to fund a portion of the engineering, design, testing, and any and all other costs necessary for construction of the Turn Lane Improvements. The FWSD Engineers have advised the Parties that the Turn Lane Costs are estimated to equal as much as $375,000 (the "Estimated Turn Lane Costs"). The FWSD agrees to pay a sixty percent (60%) prorata share of the Estimated Turn Lane Costs up to the amount of $225,000; and the Town agrees to pay a forty percent (40%) prorata share of the Estimated Turn Lane Costs, up to the amount of $150,000. A Party's respective prorata share as set forth in this Section 1.1 is hereinafter referred to as a "Prorata Share".

1.2 In order to assure the availability of funds to pay the Estimated Turn Lane Costs, and to secure TxDOT design, installation, and funding of the Traffic Signal, within 14 days from the Effective Date, each Party shall deposit its respective Prorata Share of the Estimated Turn Lane Costs into escrow with a financial institution with offices located in Dallas County mutually acceptable to the Parties. The form of Escrow Agreement is attached hereto as Exhibit "C". In the event that a Party fails to deliver its Prorata Share within 30 days from the Effective Date and the other Party has previously delivered its Prorata Share, such

Party may withdraw its Prorata Share from escrow. The Town and FWSD acknowledge and agree that payment of Estimated Turn Lane Costs will be made periodically as design and construction of the improvements progress. The Town and FWSD further acknowledge that the FWSD Engineers and other construction consultants will provide periodic statements for services and contractors will provide monthly pay applications for work performed and material delivered to the FWSD in connection with the Turn Lane Improvements. The FWSD Engineers will review such pay applications, confirm or adjust as necessary the amount approved for payment, and execute and seal the finally approved pay application (the "Approved Pay Application"). The FWSD Engineers shall promptly provide copies of each engineering and consultant invoice and Approved Pay Application to the Town for written approval, which approval will not be unreasonably withheld. Upon completion and confirmation of the final costs of the Turn Lane Improvements (the "Final Turn Lane Costs"), the FWSD Engineers shall present to the Parties the final Approved Pay Application along with the calculation of all amounts paid by the Town and FWSD as of the date of such Approved Pay Application.

1.3 To the extent that the Final Turn Lane Costs, as certified by the FWSD Engineers, equal less than the Estimated Turn Lane Costs, within 14 days from the date of receipt of such certification, the remaining balance of each Party's initial deposit into escrow shall be returned to the respective Party.

1.4 In the event that TxDOT has not (a) provided written confirmation in a form acceptable to the Parties of its commitment to design, install, and fund the Traffic Signal within 45 days from the Effective Date hereof, or (b) initiated installation of the Traffic Signal within 180 days from the Effective Date hereof, the Parties, at their option, may elect to terminate this Agreement, and the Escrow Agent shall be authorized to refund each Party's Prorata Share of the Estimated Turn Lane Costs upon written direction signed by both Parties.

2. Right of Way.

2.1 The Parties have determined and agreed that the existing FM 407 right-of-way is sufficient for the installation and construction of the Turn Lane Improvements.

3. Project Plans and Specifications.

3.1 The FWSD Engineers shall prepare plans and specifications for Turn Lane Improvements (the "Turn Lane Plans"), as identified on Exhibit "B" hereto. The Turn Lane Plans shall be prepared in accordance with the requirements of TxDOT and the Town, and shall meet or exceed the road design and construction standards of Denton County. The Turn Lane Plans, and any material changes thereto, shall be subject to the written approval of the Parties, which approval shall not be unreasonably withheld.

4. Provision of Road Project.

4.1 The Parties shall cooperate and take all steps necessary to facilitate installation and construction of the Turn Lane Improvements. In this regard, upon approval of a set of the Turn Lane Plans, FWSD shall proceed with bidding and award of a contract or contracts in the name of FWSD for the construction of the Turn Lane Improvements. The FWSD Engineers shall be responsible for bidding each construction contract for the Turn Lane Improvements, and all contracts shall be bid and awarded in substantial conformity with the bid procedures applicable to a county. The invitation to bidders, bid specifications and contract documents shall be subject to the approval of the Parties, which approval shall not be unreasonably withheld.

4.2 The FWSD Engineers shall provide the Parties with a written tabulation of the bids received for each contract for construction of the Turn Lane Improvements, and recommendation of award. FWSD shall award a bid only upon receipt of written approval from the Town. All change orders to each contract for construction of the Turn Lane Improvements shall be subject to prior written approval of both Parties, which approval shall not be unreasonably withheld.

4.3 Construction of the Turn Lane Improvements shall be subject to periodic review, inspection, and approval by the Town and FWSD, and FWSD shall provide copies of all reports to the Town.

4.4 Construction of the Turn Lane Improvements shall be managed by the District Engineers in conjunction with the Town's Public Works Department to insure quality of work and determine if construction of the Turn Lane Improvements is in substantial accordance with and include all items in the Turn Lane Plans. The District Engineers shall have primary responsibility for inspection of construction of the Turn Lane Improvements as it progresses and make regular reports to Parties. The District Engineers shall have responsibility for coordinating the on-site observation.

5. Conveyance.

Upon final completion and acceptance by TxDOT, the Town and FWSD shall transfer, assign, and convey to TxDOT all of their respective right, title and interest in the Turn Lane Improvements by an instrument reasonably acceptable in form and substance to TxDOT and such conveyance shall be free and clear of any liens and encumbrances. Such conveyance of the Turn Lane Improvements to TxDOT shall be conditioned upon the agreement of TxDOT to assume responsibility for all costs of its operation and maintenance.

6. Invalidity.

If any provision of this Agreement shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall use their best efforts to replace the respective provision or provisions of this Agreement with legal terms and conditions approximating the original intent of the Parties.

7. <u>Written Notice</u>.

Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each Party will have the right to change its business address by at least thirty (30) calendar day's written notice to the other parties in writing of such change.

If to Town: Town of Northlake
Attn: Town Administrator
1500 Commons Circle, Suite 300
Northlake, Texas 76226

<u>With a copy to:</u>

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

If to FWSD: Belmont Fresh Water Supply District
No. 1 of Denton County
Attn: President
c/o Crawford & Jordan LLP
19 Briar Hollow Lane, Suite 245
Houston, Texas 77027

<u>With a copy to:</u>

Attn: Mr. Clay E. Crawford
Crawford & Jordan LLP
3100 McKinnon Street, Suite 1100
Dallas, Texas 75201
TEL: (214) 981-9090
FAX: (214) 981-9071

8. <u>Entire Agreement</u>.

It is understood that this Agreement contains the entire agreement among the Parties and supersedes any and all prior agreements, arrangements, or understandings among the

Parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the Town, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

9. Amendment.

No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of all Parties.

10. Choice of Law and Place of Performance.

This Agreement shall be governed, enforced and construed in accordance with laws of the State of Texas. Performance and all matters related thereto shall be in Denton County, Texas.

11. Authority to Contract.

The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with applicable law. The FWSD hereby certifies, represents, and warrants that its execution of this Agreement is duly authorized and adopted in conformity with applicable law.

12. Waiver.

Failure of any Party, at any time, to enforce a provision of this Agreement shall in no way constitute a waiver of that provision nor in any way affect the validity of this Agreement, any part hereof, or the right of a Party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the Party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

13. Headings, Gender, Number.

The section headings used in this Agreement are for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement 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.

14. Agreement Read.

The Parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

15. Multiple Originals.

This Agreement may be executed by facsimile signature, which for all purposes shall be deemed an original signature. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature and acknowledgment of, or on behalf of, each Party, or that the signature and acknowledgment of all persons required to bind any Party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than a single counterpart containing the respective signatures and acknowledgment of, or on behalf of, each of the Parties hereto. Any signature and acknowledgment page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures and acknowledgments thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature and acknowledgment pages.

16. Construction.

This Agreement, and any exhibits hereto, shall be construed without the aid of any canon or rule of law requiring interpretation against the Party drafting or causing the drafting of an agreement or the portions of an agreement in question.

17. Time Essence.

Time is of the essence in this Agreement. Unless otherwise specified, all references to "days" shall mean and refer to calendar days. Business days shall exclude all Saturdays, Sundays and federal legal holidays. In the event the date for performance of any obligation hereunder shall fall on a Saturday, Sunday or federal legal holiday, then that obligation shall be performable the next following regular business day.

18. Recitals.

Any recitals in this Agreement are represented by parties hereto to be accurate, and constitute a part of the substantive agreement.

19. No Third Party Beneficiaries.

Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the Parties do not intend to create any third party beneficiaries by entering into this Agreement.

20. Assignment/Binding Effect.

This Agreement is not assignable, in whole or in part, without the prior written consent of all Parties. This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective officers, directors, partners, employees, representatives, agents, vendors, grantees, trustees, heirs, executors, administrator, legal representatives, successors and assigns, as authorized herein.

21. Sovereign Immunity.

By its execution of this Agreement, a Party does not waive or surrender any of its governmental powers, immunities, or rights.

22. Term.

Unless otherwise terminated pursuant to Section 1.4 hereof, this Agreement shall remain in effect for a term ending two (2) years after TxDOT's acceptance of the Turn Lane Improvements as provided in Section 5 hereof.

[SIGNATURE PAGES TO FOLLOW]

TOWN OF NORTHLAKE

BY:____________________________
David Rettig, Mayor

Date:___________________________

Attest: _________________________
Town Secretary

STATE OF TEXAS §
§ ACKNOWLEDGMENT
COUNTY OF DENTON §

This instrument was acknowledged before me on the ______ day of _______________________, 2020, by _______________________, in his capacity as **Mayor** of the **Town of Northlake**, a Texas Type-A general law municipality, on behalf of said municipality.

____
Notary Public in and for
the State of Texas

BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY

BY:_____________________________
President, Board of Directors

Attest:__________________________
Secretary, Board of Directors

STATE OF TEXAS	§	
	§	ACKNOWLEDGMENT
COUNTY OF ___________	§	

This instrument was acknowledged before me on the ________ day of ___________________________, 2020, by ________________________, in his capacity as ______________ of Belmont Fresh Water Supply District No. 1 of Denton County, a conservation and reclamation district created by order of the Denton County Commissioners Court dated July 24, 2007, pursuant to Article 16, Section 59 of the Texas Constitution operating in accordance with Chapters 49 and 53, Texas Water Code, on its behalf.

____
Notary Public in and for
the State of Texas

EXHIBIT "A"

DEPICTION OF ROUTE OF CLEVELAND GIBBS ROAD INCLUDING INTERSECTION WITH FM 407

EXHIBIT "B"

DESCRIPTION OF TURN LANE IMPROVEMENTS

EXHIBIT “C”

FORM OF ESCROW AGREEMENT

EXHIBIT "C"

ESCROW AGREEMENT
(Road Improvements)

This Escrow Agreement effective as of this ____ day of ________________, 2020 (this "Agreement"), is entered into by and between the Town of Northlake, Texas, a Type A general law municipality (the "Town"), and Belmont Fresh Water Supply District No. 1 of Denton County, a political subdivision of the State of Texas operating under the provisions of Article XVI, Section 59, and Article III, Section 52, of the Texas Constitution and Chapters 49 and 53, Texas Water Code, as amended (the "District"), and ___________________________ ("Escrow Agent"). The District and Town are sometimes hereinafter referred to individually as "Party" or collectively as "Parties".

RECITALS

A. This Agreement is entered pursuant to the provisions of that Interlocal Agreement For Road Improvements, dated as of __________________ , 2020 (the "Interlocal Agreement"), between the Parties, and the capitalized terms used herein shall have the meanings ascribed to them in the Interlocal Agreement unless otherwise defined herein.

B. The purpose of this escrow is to provide a secure source of funds in an escrow account from which the District can draw upon to facilitate payment of the Final Turn Lane Costs as identified in the Interlocal Agreement.

C. The District has contractually agreed that it will cause the construction of the Turn Lane Improvements, and has agreed to pay a sixty percent (60%) share (the "District Prorata Share") of the Final Turn Lane Costs as provided in the Interlocal Agreement.

D. The Town has agreed to pay a forty percent (40%) share (the "Town Prorata Share") of the Final Turn Lane Costs as provided in the Interlocal Agreement.

E. Pursuant to the terms and conditions outlined in the Interlocal Agreement, each Party has agreed to deposit certain funds ("Escrowed Funds") as outlined herein, into an escrow account with the Escrow Agent for payment of its respective Prorata Share of the Final Turn Lane Costs as the costs become due, and upon deposit thereof, such Escrowed Funds will be set aside for the payment of such costs.

In consideration of the promises and agreements of the Parties and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties and the Escrow Agent agree as follows:

Article I. Escrow Deposit.

Section 1.01 Receipt of Escrowed Funds. (a) Upon execution hereof, Town shall deliver to the Escrow Agent the Escrowed Funds in the amount of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($150,000.00), (in immediately available funds), which amount will be Town's payment of the Town Prorata Share of the Estimated Turn Lane Costs. Upon execution hereof, District shall deliver to the Escrow Agent the Escrowed Funds in the amount of TWO HUNDRED TWENTY FIVE THOUSAND AND NO/100 DOLLARS ($225,000.00) in immediately available funds, which amounts will be District's payment of District's Prorata Share of the Estimated Turn Lane Costs.

Section 1.02 Escrow Agent. District and Town hereby appoint and designate Escrow Agent as holder of the Escrowed Funds for the purposes set forth herein. Escrow Agent hereby accepts such appointment subject to the terms of this Agreement and acknowledges that it shall hold the Escrowed Funds subject to and in strict accordance with the terms of this Agreement.

Section 1.03 Investments. Escrow Agent shall invest the Escrowed Funds in an insured money market account. All interest, dividends or other income that is earned or accrues on the Escrowed Funds (collectively "Interest") shall be added to and be made part of the Escrowed Funds. Interest on funds delivered hereunder by a Party shall accrue to such Party for purposes of federal, state or local income taxation. Escrow Agent's obligation to invest Escrowed Funds pursuant to Section 1.03 is specifically contingent upon Escrow Agent receiving a fully executed and completed IRS Form W-9 from a Party.

Section 1.04 Escrow Period. The escrow period shall commence on the date that both Parties deposit the Escrowed Funds and shall continue in full force and effect until the Escrowed Funds have been fully disbursed pursuant to Section 1.05 below or this Agreement has been terminated pursuant to Section 1.06 below.

Section 1.05 Draws. The District shall be entitled to withdraw all or a portion of the Escrowed Funds for payment of the Final Turn Lane Costs; provided, however, no withdrawals shall be made until the District has complied with the following provisions:

(a) The District shall deliver to Escrow Agent an invoice for services from the District engineers and construction consultants, and an Approved Pay Application fully executed by the District's construction contractor (collectively a "Draw Request"), reviewed and approved by the District's engineer and Town, which (i) sets forth the total amount owed to the District's engineers or construction consultants and contractor, (ii) a description of the work performed and/or materials delivered or the other purposes for which the withdrawal is being made; and (iii) copies of invoices or other supporting documentation evidencing the Estimated Turn Lane Costs. Upon receipt of the foregoing, Escrow Agent is authorized to make the disbursement of forty percent (40%) of the amount shown on the Draw Request to the District's engineers and construction consultants and contractor identified in the Draw Request out of the Town's Prorata Share of the Escrowed Funds and sixty percent (60%) out of the District's Prorata Share of the Escrowed Funds, until depletion of the Escrowed Funds.

(b) Upon completion of the construction of the Turn Lane Improvements, the District shall deliver a final Draw Request approved by the Town and accompanied by a certificate of final completion issued by the District's engineer, certifying to Town and the District that all of the Turn Lane Improvements have been completed substantially in accordance with the Interlocal Agreement and Escrow Agent is thereafter authorized to distribute forty percent (40%) of the Final Draw Request out of Town's Prorata Share of the Escrowed Funds and 60% of the District's Prorata Share of the Escrowed Funds. Upon payment of the final Draw Request this Agreement shall terminate, any remaining balance in the Escrowed Funds shall be paid to Parties on a prorata basis as provided in the Interlocal Agreement, and Escrow Agent shall be released from all further liability hereunder with respect to the Escrowed Funds.

(c) If the Parties provide written notice to Escrow Agent that either (i) TxDOT has not provided written confirmation, or (ii) TxDOT has not initiated installation of the Traffic Signal in the manner and within the time periods required by Section 1.4 of the Interlocal Agreement, the Escrow Agent is authorized to release the Escrowed Funds to the Parties in their respective Prorata Shares as provided in the Interlocal Agreement.

Section 1.06 Termination. Upon the disbursement or release of all of the Escrowed Funds, including any interest and investment earnings thereon, this Agreement shall terminate and be of no further force and effect except those provisions that expressly survive termination.

Article II. Escrow Agent.

Section 2.01 The Escrow Agent will have no duty to monitor the completion of the Improvements.

(a) Escrow Agent is not a party to, or bound by any agreement which may be deposited under, evidenced by, or which arises out of the foregoing instructions.

(b) Escrow Agent acts hereunder as a depository only and is not responsible or liable in any manner whatever for the sufficiency, correctness, genuineness, or validity of any instrument deposited with it hereunder, or with respect to the form or execution of the same, or the identity, authority, or rights of any person executing or depositing the same.

(c) Escrow Agent shall not be required to take or be bound by notice of any default of any person, or to take any action with respect to such default involving any expense or liability, unless notice in writing is given to an officer of Escrow Agent of such default and unless it is indemnified in a manner satisfactory to it against any such expense or liability. These instructions shall not be subject to rescission or modification except upon receipt by Escrow Agent of written instructions of all the Parties hereto or their successors in interest, and no such modification shall be effective unless and until consented to in writing by Escrow Agent.

(d) Escrow Agent shall be protected in acting upon any notice, request, waiver, consent, receipt, or other paper or document believed by Escrow Agent to be genuine and to be signed by the proper Party or Parties.

(e) Escrow Agent shall not be liable for any error of judgment or for any act done or step taken or omitted by it in good faith, or for any mistake of fact or law, or for anything which it may do or refrain from doing in connection herewith, except an express breach of its obligation hereunder or gross negligence or willful misconduct, and Escrow Agent shall have no duties to anyone except those signing these instructions.

(f) Escrow Agent may consult with legal counsel in the event of any dispute or questions as to the construction of the foregoing instructions, or Escrow Agent's duties hereunder, and Escrow Agent shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

(g) Escrow Agent assumes no liability and the Parties hereto consent and agree that Escrow Agent shall have no liability for any defalcation, insolvency, receivership or conservatorship of the depository institution.

(h) Nor shall Escrow Agent have any liability due to any of the Parties other than Escrow Agent filing for bankruptcy or the consequences or effect of such a bankruptcy on the funds and/or documents deposited hereunder.

(i) For its ordinary services hereunder, Escrow Agent shall be entitled to a fee of $__________, payable 40% by Town, 60% by District, out of the Escrowed Funds, and concurrently with its acceptance hereof.

(j) The Parties hereto further agree that Escrow Agent assumes no liability for and is expressly released from any claim or claims whatsoever in connection with the receiving, retaining and delivering of the above papers and funds except to account for payment and/or delivery made thereon. Deposit by Escrow Agent of the instruments and funds (less its charges and expenses incurred herein) comprising this Agreement in Court, shall relieve Escrow Agent of all further responsibility and liability, and Escrow Agent is hereby expressly authorized to disregard in its sole discretion any and all notices or warnings given by any of the Parties hereto, or by any other person or corporation, but the Escrow Agent is hereby expressly authorized to regard and to comply with and obey any and all orders, judgments or decrees entered or issued by any court with or without jurisdiction, and in case Escrow Agent obeys or complies with any such order, judgment or decree of any court it shall not be liable to any of the Parties hereto or to any other person, firm or corporation by reason of such compliance, notwithstanding any such order, judgment or decree be entered without jurisdiction or be subsequently reversed, modified, annulled, set aside or vacated. The Parties agree, to the extent permitted by law, jointly and severally to indemnify, defend, hold harmless, pay or reimburse Escrow Agent and its affiliates and their respective successors, assigns, directors, agents and employees (the "Indemnitees") from and against any and all losses, damages, claims, liabilities, penalties, judgments, settlements, litigation, investigations, costs or expenses (including, without limitation, the fees and expenses of outside counsel and experts and their staffs and all expense of document location, duplication and shipment) (collectively "Losses"), arising out of or in connection with (a) Escrow Agent's performance of this Agreement, except to the extent that such Losses are determined by a court of competent jurisdiction through a final order to have been caused by the gross negligence, willful misconduct, or bad faith of such Indemnitee; and (b)

Escrow Agent's following any instructions or directions, whether joint or singular, from the Parties received in accordance with this Agreement. The Parties hereby grant Escrow Agent a lien on, right of set-off against and security interest in the Fund for the payment of any claim for indemnification, fees, expenses and amounts due to Escrow Agent or an Indemnitee. In furtherance of the foregoing, Escrow Agent is expressly authorized and directed, but shall not be obligated, to charge against and withdraw from the Fund for its own account or for the account of an Indemnitee any amounts due to Escrow Agent or to an Indemnitee under this section. The obligations set forth in this section shall survive the resignation, replacement or removal of Escrow Agent or the termination of this Agreement.

(k) In the event that Escrow Agent performs any service not specifically provided hereinabove, or that there is any assignment or attachment of any interest in the subject matter of this Agreement or any modification thereof, or that any controversy arises hereunder, or that Escrow Agent is made a party to, or intervenes in, any litigation pertaining to this Agreement or the subject matter hereof, Escrow Agent shall be reasonably compensated therefor and reimbursed for all costs and expenses occasioned thereby; and the Parties hereto agree, to the extent permitted by law, jointly and severally to pay the same and to indemnify Escrow Agent against any loss, liability, or expense incurred in any act or thing done by it hereunder, it being understood and agreed that Escrow Agent may interplead the subject matter of this escrow into any court of competent jurisdiction in Dallas County, Texas, and the act of such interpleader shall immediately relieve Escrow Agent of its duties, liabilities, and responsibilities hereunder.

Article III. Notices. All notices, demands, requests and other communications required or permitted hereunder shall be in writing, and shall be deemed to be delivered when actually received by telecopy or personal delivery or, if earlier and regardless whether actually received or not, (i) upon deposit with a nationally recognized overnight courier, for next business day delivery, charges prepaid, or (ii) upon three (3) business days following deposit in a regularly maintained receptacle for the United States mail, registered or certified, postage prepaid, in either such event to be addressed to the addressee as follows:

If to District:	Board of Supervisors Belmont Fresh Water Supply District No. 1 of Denton County c/o Crawford & Jordan LLP 19 Briar Hollow Lane, Suite 245 Houston, TX 77027 FAX No. 713-621-3909
With a copy to:	Crawford & Jordan LLP 3100 McKinnon Street Suite 1100 Dallas, TX 75201 FAX No. 214-981-9071

If to Town: Town of Northlake
1500 Commons Circle Suite 300
Northlake, TX 76226
FAX: 940-487-0142

With a copy to: Ms. Ashley Dierker
Taylor Olson Adkins Sralla & Elam, LLP
6000 Western Place
Suite 200
Fort Worth, TX 76107
FAX: (817) 332-4740

If to Escrow Agent: ________________________
____
____
____

Article IV. Miscellaneous.

Section 4.01 Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties and the Escrow Agent and their respective successors and permitted assigns. No other persons shall have any rights under this Agreement. No assignment of the interest of any of the Parties shall be binding unless and until written notice of such assignment shall be delivered to the other Party and the Escrow Agent and shall require the prior written consent of the other Party and the Escrow Agent (such consent not to be unreasonably withheld).

Section 4.02 Escheat. The Parties are aware that under applicable state law, property which is presumed abandoned may under certain circumstances escheat to the applicable state. The Escrow Agent shall have no liability to the Parties, their respective heirs, legal representatives, successors and assigns, or any other party, should any or all of the Escrowed Funds escheat by operation of law.

Section 4.03 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Section 4.04 Entire Agreement. This Agreement sets forth the entire agreement and understanding of the Parties related to the Escrowed Funds.

Section 4.05 Amendment. This Agreement may be amended, modified, superseded, rescinded, or canceled only by a written instrument executed by the Parties and the Escrow Agent.

Section 4.06 Waivers. The failure of any Party to this Agreement at any time or times to require performance of any provision under this Agreement shall in no manner affect the right at a later time to enforce the same performance. A waiver by any Party to this Agreement of any such condition or breach of any term, covenant, representation, or warranty contained in this

Agreement, in any one or more instances, shall neither be construed as a further or continuing waiver of any such condition or breach nor a waiver of any other condition or breach of any other term, covenant, representation, or warranty contained in this Escrow Agreement.

Section 4.07 Headings. Section headings of this Agreement have been inserted for convenience of reference only and shall in no way restrict or otherwise modify any of the terms or provisions of this Agreement.

Section 4.08 Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument.

Section 4.09 No Third-Party Beneficiaries. This Agreement is solely for the benefit of the Parties and Escrow Agent, and neither the District, Town nor the Escrow Agent intends by any provision of this Agreement to create any rights in any third-party beneficiaries or to confer any benefit upon or enforceable rights under this Agreement or otherwise upon anyone other than the District, Town, and the Escrow Agent.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

DISTRICT:

BELMONT FRESH WATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY

By:__________________________________
President, Board of Supervisors

Date:________________________________

TOWN OF NORTHLAKE

By:__________________________________
Its:__________________________________

Date:________________________________

Escrow Agent hereby acknowledges receipt of this letter of escrow instructions and of the papers, money, or property therein referred to, and agrees in consideration of the foregoing to hold and dispose of the same in accordance with said instructions and upon the terms and conditions above set forth.

ESCROW AGENT:

____

By: ______________________________
Name: ______________________________
Title: ______________________________

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC. : NORTHLAKE TIRZ NO. 1 PROJECT PLAN

SUBJECT: REVISION OF TAX INCREMENT REINVESTMENT ZONE NO. 1 PROJECT PLAN TO REALLOCATE FUNDS

STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)
- Leverage, when available, other funding sources (Mayor Goal)

BACKGROUND INFORMATION:

- Northlake Tax Increment Reinvestment Zone No. 1 (TIRZ) created on December 10, 2015
- TIRZ purpose to reimburse Town then developer for construction, maintenance and operation of Canyon Falls trail system and dog park
- TIRZ also included an off ramp from Interstate Highway 35W to Cleveland-Gibbs
- TIRZ project plan funding is as follows:
    - $4,040,245 – reimbursements for construction of trail system and dog park
    - $1,310,255 – construction of IH-35W off ramp at Cleveland-Gibbs Road
    - $1,870,152 – accrued interest at 3.75% (Town's discount rate) for projects above
    - $750,000 –administrative cost $30,000 annually
    - Operation, repair and maintenance of trail system and dog park
- TIRZ participation of $0.0909 of Town $0.295 property tax rate for project financing
- TIRZ terminates on December 31, 2040 or when all project costs and debt are paid
- Removing off ramp project costs including financing will shorten TIRZ term to end 2036
- To construct northbound off ramp to Cleveland-Gibbs, Town must design entire intersection
    - Estimated costs range from $1 million to $2 million
    - Design costs most likely exceed financed construction costs
- Texas Department of Transportation (TXDOT) has begun design of IH-35W frontage roads, on ramps and off ramps, and will not require local participation

POLICY DIRECTION/DISCUSSION:

- Remove IH-35W off ramp from project plan to shorten duration of TIRZ
- Approve amendment to revise project plan as stated above

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 20-0227B

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AN AMENDED PROJECT PLAN AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake, Texas passed Ordinance 15-1210B creating Tax Increment Reinvestment Zone Number One, Town of Northlake (the "Zone") as authorized by the Tax Increment Financing Act, Texas Tax Code, Chapter 311 (the "Act") on December 10, 2015; and

WHEREAS, the Town Council passed Ordinance 16-0114D adopting the Project and Financing Plan (the "Plan") for the Zone as authorized and required by the Act on January 14, 2016 and found that the projects set forth in the Plan would provide infrastructure and facilities that will enhance and promote the development and redevelopment of the Zone and would enhance property values in the Zone; and

WHEREAS, on February 27, 2020, the Board of Directors approved and adopted an amended project plan and financing plan (the "Amended Plan") for the Zone; and

WHEREAS, the Amended Plan anticipates removing one component of the Plan; and

WHEREAS, the Town Council, after proper notice as required by the Act, desires to approve the Amended Plan as set out herein.

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

SECTION 1: The facts and recitations contained in the recitals of this ordinance are hereby found and declared to be true and correct and are incorporated herein for all purposes.

SECTION 2: The Amended Plan, attached hereto as Exhibit "A", is approved.

SECTION 3: If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 4: This Ordinance shall take effect and be in force immediately from and after its passage on the date shown below.

DULY APPROVED by the Town Council of the Town of Northlake, Texas on this 27th day of February 2020.

Town of Northlake, Teas

____
David Rettig, Mayor

Attest:

____
Shirley Rogers, Town Secretary

TAX INCREMENT REINVESTMENT ZONE NUMBER 1
TOWN OF NORTHLAKE, TEXAS

PROJECT AND FINANCING PLAN

Overview

Tax increment financing is an economic development tool available for an area designated by a Town as a reinvestment zone to pay for (i) public works within such zone; (ii) public improvements within such zone; (iii) programs to foster economic development within the zone, including programs created pursuant to Chapter 380, Texas Local Government Code, and (iv) costs and expenses related to the foregoing. Project Costs are eligible to be paid from (i) increased ad valorem taxes collected by the taxing units participating in the zone and (ii) increased local sales and use taxes collected by the participating taxing units within the zone and attributable to new development in the zone.

The Town is creating the reinvestment zone designated as "Reinvestment Zone Number One, Town of Northlake, Texas" (the "Zone") to promote economic development that, but for the creation of the Zone, would not otherwise occur through private development. The Zone encompasses approximately 513.743 acres generally located at east side of Cleveland Gibbs Road, approximately 1200 feet north of FM 1171, as more particularly described in Exhibit A. The plan for the Zone is to capture the incremental ad valorem tax revenue generated from the development of land within the Zone which has development potential but has remained undeveloped, vacant and under used. The incremental ad valorem tax revenue can then be applied to targeted projects that will enhance the development of the Zone and benefit the Town of Northlake (the "Town") and Denton County.

The Town has determined that development of the Zone will not occur solely through private investment in the foreseeable future. Additionally, the Town has determined that the Zone substantially impairs the growth of the Town because the Zone is predominately open and undeveloped and because of inadequate drainage and a creek and flood plain that bisects the property, lack of infrastructure and access from a major thoroughfare and other facilities that would enable or attract development or redevelopment of the area, and because of other development factors such as the need for essential public infrastructure to attract new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, increases in sales and use tax for the Town and the State of Texas, and increased job opportunities for residents of the Town, the County, and the region.

The Canyon Falls Project will be a mixed-use master planned community including commercial, office and residential development together with landscaping, parks and open space areas. The convenient location of the Project and the proposed public improvements and amenities are expected to draw residents to the Town and other visitors to the Project and stimulate the economic development and redevelopment of the Zone.

The public improvements to be funded by the Zone described in this project and financing plan will be constructed and installed in the initial phase that will commence immediately upon the creation of the Zone. As the Zone develops, additional improvements may be funded by Zone in subsequent phases.

The Zone is created pursuant to Chapter 311, Texas Tax Code for a term of 25 years (unless terminated earlier as described herein), with boundaries conforming to the legal description in Exhibit A hereto. Tax increments dedicated to the TIF Fund will be used to facilitate development of the Zone, whether by reimbursing expenses for public improvements or paying debt service on Zone Obligations issued for public improvements.

Definitions

"*Captured Appraised Value*" means the total taxable value of all real property taxable by the Town located in the Zone for each year less the Tax Increment Base.

"Construction Costs" means the costs and expenses paid or incurred as approved by the Town Administrator pursuant to an approved project funding or construction agreement in connection with the design and construction of the Trail System Improvements including, but not limited to, costs for: (i) designing, planning, constructing, acquiring, and installing the Trail System Improvements, (ii) labor, materials, and payment and performance bonds for Trail System Improvements, and (iii) architectural, engineering, and insurance premiums related to the Trail System Improvements. Construction Costs do not include cost of financing, interest on loans for construction, internal management fees, capitalized interest, reserve accounts, and costs of acquisition of easements or right-of-way.

"Interest" means 3.75% simple interest on Qualified Construction Costs that have not been reimbursed to the Developer.

"*Project Costs*" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the Town necessary for public works, public improvements, programs, or other projects benefiting the Zone, plus other costs incidental to those expenditures and obligations, all as described in the Act.

"*Qualified Construction Costs*" means Construction Costs for Trail System Improvements that have been dedicated to and accepted by the Town.

"*Tax Increment*" for a taxing unit participating in the Zone means (i) the amount of ad valorem taxes levied and assessed by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone or (ii) the amount of ad valorem taxes levied and collected by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone.

"*Tax Increment Base*" for a taxing unit participating in the Zone means the total taxable value of all real property taxable by the unit and located in the Zone for the tax year 2015.

"*Zone Obligations*" means bonds, notes, certificates of obligation, or any other evidence of indebtedness authorized to be issued by the Town, whether or not secured by

Set forth below is the project and financing plan for the Zone incorporating, as set forth in Section 311.011, Texas Tax Code, as amended (the "Tax Increment Financing Act"), the following elements:

1. A detailed list describing the estimated project costs of the Zone, including administrative expenses.

$5,350,000 in improvements and land acquisition are expected to be constructed and acquired for the Zone. A detailed list of improvements is found in Section 2.

Annual administrative expenses of the Zone are estimated at $30,000 per year.

Operation, repair and maintenance costs of the trail system and park and recreational facilities described below.

2. A statement listing the kind, number and location of all proposed public works or public improvements in the Zone.

The proposed public improvements in the Zone fall into the following general categories:

a. Trail System and Park and Recreational Facilities
b. Street and Road Improvements.

The estimated costs of each item and a brief description of each project follow:

<u>Trail System and Park and Recreational Facilities</u>	<u>Amount/Funding Source</u>
As Described Below	$ 4,040,245/Zone

The trail system and park and recreational facilities are expected to include pedestrian bridge crossing and trailhead parking; playgrounds, splash pads and outdoor classrooms; pet parks and workout stations and restrooms; lighting, signage and emergency phones.

The costs of the trail system and park and recreational facilities are project costs of the Zone. NASH Canyon Falls, LLC ("Developer") will construct the trail system and park and recreational facilities and will be reimbursed from tax increments as described in Section 6, below.

Project costs of the Zone will include operation, repair and maintenance costs of the trail system and park and recreational facilities as needed.

3. A map showing existing uses and conditions of real property in the Zone and a map showing proposed improvements to and proposed uses of the property.

The maps showing the proposed improvements proposed uses of the property are included as part of this Plan with each map showing different improvements to be carried out as part of the project. The content of the maps are as follows:

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan

4. An economic feasibility study.

An economic feasibility analysis is attached as Exhibit B. The adoption and approval of this Project and Financing Plan by the Town Council constitutes a finding by the Town Council that this Project and Financing Plan is feasible.

5. The time when related costs or monetary obligations are to be incurred.

Administrative costs will incur upon creation of the Zone.

Construction of the street and road improvements is expected to commence in 2018 and be completed in 2020.

Construction and installation of the trail system and park and recreational facilities is expected to commence in 2016 and be constructed in phases as the Zone develops.

Operation, repair and maintenance costs will be incurred as needed.

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from ad valorem taxes of each taxing unit on real property in the Zone.

The project costs described above, as well as any debt service on obligations issued to fund said costs and any debt issued to refund said obligations, shall be project costs of the Zone, and will be paid from ad valorem tax increment revenues derived from the real property within the Zone.

The Town of Northlake's participation in the payment of Project Costs will be an annual amount equal to the ad valorem tax revenues actually collected in the Zone from a $0.0909 tax rate ("TIRZ Revenue"). No other taxing units are expected to participate in the Zone.

TIRZ Revenues will be applied in the following order of priority:

A. Annual Administrative Expenses. Each year the Board of Directors of the Zone will prepare a budget for the administration of the Zone and submit the budget to the Town Council for approval.

B. Operation, Repair and Maintenance Costs of the Trail System and Park and Recreational Facilities. It is anticipated that a property owners association ("POA") will repair and maintain the trail system and park and recreational facilities. In the event that the POA does not provide for or fund such repair and maintenance, the Board of Directors of the Zone may prepare a budget for the payment of such costs and submit the budget to the Town Council for approval.

C. Reimbursement to the Town for any funds, other than as provided through the issuance of debt obligations described in 3, above, provided by the Town for the payment of project costs for the trail system and park and recreational facilities and/or street and road improvements.

D. Reimbursement to the Developer for Qualified Construction Costs.

The Town may establish one or more public improvement districts within the Zone to fund certain public improvements in the Zone and related maintenance costs, as determined by the Board and the Town. Assessments levied against owners of property within the public improvements district will be used as the source of funding for such expenses. The assessment revenues will not be used as a source of funding for the construction and installation of the Zone projects.

The Board of Directors of the Zone, subject to the approval of the Town Council, may establish and provide for the administration of one or more Chapter 380 programs that the Board of Directors determines are necessary or convenient to implement and achieve the purposes of this Project and Financing Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone.

The purposes of a program may include: (i) to acquire, construct, install and equip infrastructure and other improvements that will encourage and promote the development of the Zone; (ii) to provide land, buildings and other improvements for lease, sale or other means authorized by law to public and private entities in connection with the development of the Zone; (iii) to accept contributions, gifts or other resources pursuant to Section 380.001 of the Local Government Code, for the purpose of developing and administering the Program; (iv) to make grants or loans of public money under Section 380.002 of the Local Government Code, provided that each such grant promotes (a) development and diversification of the economy of the State; (b) elimination of unemployment or underemployment in the state; or (c) development or expansion of commerce in the state; (v) to provide matching funds under Section 380.003 of the Local Government Code for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the Program; (v) to generate funds to fund the purposes of the Program through the establishment of public-private partnerships, contracts with private or public entities or obtaining grants, or other sources of funds available for development within the Zone.

A program may be funded through (i) the Town's annual budget process utilizing any legally available source of funds, (ii) funds described in the preceding paragraph, and (iii) any legal indebtedness as authorized by State law and the Town Charter.

7. The current total appraised value of the taxable real property in the Zone.

The total appraised value of the taxable real property in the Zone as of January 1, 2015, was $4,168,456 and is currently estimated to be $15,000,000.

8. The estimated captured appraised value of the Zone during each year of its existence.

The estimated value of the Zone assumes a conservative annual growth in the appraised value of 1.5% through estimated build-out of the Zone. No annual growth is assumed after build-out.

A conservative approach was taken in estimating the captured appraised value of real property in the Zone. The captured appraised value in the Zone is based on the construction cost of the initial private development projects. As additional development occurs in the Zone, the tax increment revenue from the increased captured appraised value will be available to fund additional projects in the Zone. Set forth in Exhibit C are the estimates of the captured appraised value for the duration of the Zone.

9. The duration of the Zone.

The Zone was created on December 10, 2015. The termination of the Zone is established as either December 31, 2040, or the date when all project costs are paid and all debt is retired, whichever comes first.

10. Proposed changes of zoning ordinances, the master plan of the municipality, building codes and other municipal ordinances.

At this time, the Town does not foresee any changes to zoning ordinances, the master plan, building codes or other municipal ordinances as a result of the creation of the Zone.

11. A list of estimated non-project costs.

Non-project costs within the Zone are those development costs not paid by the Zone.
Non-Project Related Costs

Developer –

Streets	$22,672,000
Wastewater Infrastructure	$7,285,000
Water Infrastructure	$9,332,000
Drainage	$10,284,000

13. A statement of a method of relocating persons to be displaced as a result of implementing the Zone.

There are no persons that are expected to be displaced as a result of implementing this project and financing plan.

EXHIBIT A

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Property Description and Acreage

(See attached)

Total Acreage in TIRZ: Approximately 513.743 acres

EXHIBIT 'A'

Property Legal Description

PARCEL 1
BEING a tract of land situated in the M.E.P. & P.R.R. SURVEY, Abstract No. 913, F. THORNTON SURVEY, Abstract No. 1244, J. WILBURN SURVEY, Abstract No. 1416 and the W, LOVE SURVEY, Abstract No 728 and being a portion of a tract of land described in a deed to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2 inch iron rod found at the most northwesterly corner of a tract of land conveyed to Mark Wayne Judge, and wife Mary Abb Judge as recorded in Volume 4144, Page 2082 of the Deed Records of Denton County, Texas, said iron rod being in the easterly line of a tract of land described in a deed to Frances McLendon Ewing as recorded in Volume 1552, Page 949 of the Deed Records of Denton County, Texas;

THENCE departing the northerly line of said Judge tract and along the easterly line of said Ewing tract North 00 degrees 11 minutes 50 seconds West along a barb wire fence a distance of 1952.92 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE along a barb wire fence South 89 degrees 47 minutes 00 seconds West a distance of 1915.00 feet to a point for corner, said point being the most southwesterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees 10 minutes 41 seconds East a distance of 309.79 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 41 minutes 51 seconds West a distance of 1014.76 feet to a point being the approximate centerline of CLEVELAND-GIBBS ROAD, said point being the most southwesterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas

THENCE along the approximate centerline of as CLEVELAND-GIBBS ROAD as follows:

> North 00 degrees 50 minutes 38 seconds West a distance of 2661.41 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.L." for corner;

North 13 degrees 52 minutes 34 seconds West a distance of 622.96 feet to a Pk. Nail set in asphalt pavement for corner, said point being set in the southeasterly right of way of INTERSTATE 35W (variable width right of way);

THENCE departing the approximate centerline of said CLEVELAND-GIBBS ROAD and along the southeasterly right of way line of said INTERSTATE 35W as follows:

North 76 degrees 38 minutes 20 seconds East a distance of 17.12 feet to a TXDOT Concrete Monument found for corner;

North 07 degrees 07 minutes 32 seconds East a distance of 75.37 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.I." for corner;

North 14 degrees 35 minutes 00 seconds West a distance of 160.00 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 16 minutes 22 seconds West a distance of 217.85 feet to a point for corner in a tree;

South 89 degrees 50 minutes 59 seconds West a distance of 16.77 feet to a 1/2 inch iron rod found for corner;

North 19 degrees 53 minutes 02 seconds West a distance of 6.25 feet to a TXDOT Concrete Monument found for corner;

North 89 degrees 18 minutes 04 seconds West a distance of 57.52 feet to a TXDOT Concrete Monument found for corner;

North 65 degrees 41 minutes 08 seconds West a distance of 136.61 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 50 minutes 31 seconds West passing through a TXDOT Concrete Monument at a distance of 248.70 feet continuing in all a distance of 528.90 feet to a TXDOT Concrete Monument found for corner;

North 23 degrees 23 minutes 04 seconds East a distance of 743.70 feet to a broken TXDOT Concrete Monument found for corner;

THENCE departing the southeasterly Right of way line of said INTERSTATE 35W and the boundary of said WS-DCF tract, South 65 degrees 00 minutes 44 seconds East a distance of 53.75 feet to a point;

THENCE South 79 degrees 52 minutes 55 seconds East a distance of 79.02 feet to a point;

THENCE South 36 degrees 04 minutes 13 seconds East a distance of 57.79 feet to a point;

THENCE South 49 degrees 13 minutes 18 seconds East a distance of 75.64 feet to a point;

THENCE South 33 degrees 16 minutes 34 seconds East a distance of 129.42 feet to a point;

THENCE South 47 degrees 32 minutes 46 seconds East a distance of 148.50 feet to a point;

THENCE North 52 degrees 22 minutes 49 seconds East a distance of 122.04 feet to a point;

THENCE South 57 degrees 39 minutes 05 seconds East a distance of 175.61 feet to a point;

THENCE South 65 degrees 17 minutes 02 seconds East a distance of 102.00 feet to a point;

THENCE South 65 degrees 52 minutes 50 seconds East a distance of 137.84 feet to a point;

THENCE South 25 degrees 30 minutes 44 seconds East a distance of 21.57 feet to a point;

THENCE South 75 degrees 56 minutes 40 seconds East a distance of 190.64 feet to a point;

THENCE South 06 degrees 00 minutes 35 seconds East a distance of 106.22 feet to a point;

THENCE South 51 degrees 55 minutes 01 seconds East a distance of 86.44 feet to a point;

THENCE South 38 degrees 09 minutes 57 seconds West a distance of 70.06 feet to a point;

THENCE South 48 degrees 39 minutes 12 seconds East a distance of 223.88 feet to a point;

THENCE South 50 degrees 06 minutes 11 seconds West a distance of 120.96 feet to a point;

THENCE South 43 degrees 24 minutes 51 seconds East a distance of 105.51 feet to a point;

THENCE North 70 degrees 23 minutes 39 seconds East a distance of 85.98 feet to a point;

THENCE South 72 degrees 26 minutes 07 seconds East a distance of 194.40 feet to a point;

THENCE South 26 degrees 04 minutes 56 seconds East a distance of 66.32 feet to a point;

THENCE North 76 degrees 45 minutes 20 seconds East a distance of 95.93 feet to a point;

THENCE South 21 degrees 01 minutes 34 seconds East a distance of 76.45 feet to a point;

THENCE North 74 degrees 58 minutes 21 seconds East a distance of 72.63 feet to a point;

THENCE South 15 degrees 09 minutes 21 seconds West a distance of 40.94 feet to a point;

THENCE South 69 degrees 04 minutes 56 seconds East a distance of 56.47 feet to a point;

THENCE South 0 degrees 18 minutes 54 seconds East a distance of 10.99 feet to a point;

THENCE North 89 degrees 41 minutes 06 seconds East a distance of 3557.42 feet to a point;

THENCE South 00 degrees 11 minutes 32 seconds East a distance of 3470.57 feet to a fence post found for a corner of said WS-DCF tract, being the northwest corner of a tract of land described in deed to La Estancia Investments LP LLC as recorded in Clerk's File No. 2008-137045 of the Real Property Records of Denton County, Texas;

THENCE along the west line of said La Estancia tract South 00 degrees 09 minutes 38 seconds East a distance of 1233.16 feet to a point;

THENCE departing the west line of said La Estancia Investments LP tract South 89 degrees 56 minutes 55 seconds West 1195.75 feet to a point;

THENCE South 09 degrees 22 minutes 38 seconds West a distance of 1186.29 feet to a point lying in the northerly right-of-way of F .M. 1171;

THENCE South 85 degrees 42 minutes 31 seconds West a distance of 4.69 feet to a point lying in the northerly right-of-way of F .M. 1171;

North 70 degrees 03 minutes 52 seconds West a distance of 300.55 feet to a 1/2 inch iron rod set for corner in the easterly line of said Judge tract;

THENCE along the easterly line of said Judge tract as follows:

> North 01 degrees 36 minutes 39 seconds West a distance of 193.42 feet to a capped 1/2 inch iron rod found for corner;
> North 06 degrees 39 minutes 53 seconds West a distance of 225.22 feet to a capped 1/2 inch iron rod found for the most northeasterly corner of said Judge tract;

THENCE along the northerly line of said Judge tract North 89 degrees 53 minutes 09 seconds West a distance of 313.03 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 504.01 acres or (21,954,637 square feet) of land more or less.

PARCEL 2

BEING a tract of land situated in the W. LOVE SURVEY, Abstract No. 728 and being a portion of a tract of land conveyed as to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the common line of a tract of land conveyed as Frances McLendon Ewing as recorded in Volume 1552, Page 949 (DRDCT) and the said WS-DCF, LLC tract and the southerly Right-of-Way line of F.M. 1171 (a variable width Right-of-Way);

THENCE along the southerly Right-of-Way line of said F.M. 1171 as follows;

> South 70 degrees 26 minutes 57 seconds East a distance of 566.97 feet to a wood TXDOT monument found for corner;
> South 30 degrees 14 minutes 30 seconds East a distance of 104.77 feet to a wood TXDOT monument found for corner;
> South 72 degrees 20 minutes 40 seconds East passing through a wood TXDOT monument found at a distance of 145.00 feet and passing through a wood TXDOT monument found at a distance of 253.46 feet continuing in all a distance of 481.12 feet to a wood TXDOT monument found for corner;
> North 76 degrees 49 minutes 52 seconds East a distance of 137.79 feet to a wood TXDOT monument found for corner;
> South 72 degrees 30 minutes 25 seconds East a distance of 593.69 feet to a 1/2 inch iron rod found for corner, said point being found in the northerly line of said Ewing tract;

THENCE along the northerly line of said Ewing tract and along a barb wire fence as follows;
North 89 deg 52 min 19 sec West a distance of 1739.14 feet to a wood fence post found for corner;
North 00 deg 40 min 21 sec West a distance of 577.16 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 10.287 acres or 448,116 square feet of land more or less.

EXHIBIT B

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Economic Feasibility Analysis

Economic and Financial Analysis

A	B	C	D	E	F	G	H
Category	Qty	Estimated Paper Lot UNIT Value	Estimated Finished Lot UNIT Value	Estimated Completed Home/Comm. UNIT Value	Estimated TOTAL Paper Lots Value	Estimated TOTAL FInished Lots Value	Estimated TOTAL Completed Homes/Comm. Value
50' Value Developed Lots	257	$27,300	$54,600	$273,000	$ 7,016,100	$ 14,032,200	$ 70,161,000
50' Value Paper Lots	220	$27,300	$54,600	$273,000	6,006,000	12,012,000	60,060,000
50' Amenity	99	$27,300	$54,600	$273,000	2,702,700	5,405,400	27,027,000
60' Value Developed Lots	140	$33,000	$66,000	$330,000	4,620,000	9,240,000	46,200,000
60' Value Paper Lots	145	$33,000	$66,000	$330,000	4,785,000	9,570,000	47,850,000
60' Amenity	22	$33,000	$66,000	$330,000	726,000	1,452,000	7,260,000
70' Value Developed Lots	48	$40,000	$80,000	$400,000	1,920,000	3,840,000	19,200,000
70' Value Paper Lots	16	$40,000	$80,000	$400,000	640,000	1,280,000	6,400,000
70' Amenity	44	$40,000	$80,000	$400,000	1,760,000	3,520,000	17,600,000
80' Value Developed Lots	14	$48,800	$97,600	$488,000	683,200	1,366,400	6,832,000
80' Value Paper Lots	30	$48,800	$97,600	$488,000	1,464,000	2,928,000	14,640,000
	1,035				$ 32,323,000	$ 64,646,000	$ 323,230,000
North Lake MU 2	136,866 sq ft	$10.45	$20.91	$104.53	$ 1,430,620	$ 2,861,241	$ 14,306,204
North Lake MU 1	89,646 sq ft	$10.45	$20.91	$104.53	937,052	1,874,104	9,370,518
North Lake MU 9	232,698 sq ft	$10.45	$20.91	$104.53	2,432,328	4,864,656	24,323,278
	459,210 sq ft				$ 4,800,000	$ 9,600,000	$ 48,000,000
North Lake MF 1	499 units	$6,613	$13,226	$66,132	$ 3,300,000	$ 6,600,000	$ 33,000,000

SINGLE FAMILY (50' / 60' / 70' / 80' Lots)

Weighted Average Projected Paper Lot Value	$31,230
Weighted Average Projected Lot Taxable Value	$62,460
Weighted Average Projected Home Taxable Value	$312,300

Commercial Tracts (MU 2, MU 1, MU 9)

Weighted Average Projected Paper Tract Value	$10.45
Weighted Average Projected Finished Tract Taxable Value	$20.91
Weighted Average Projected Completed Taxable Value	$104.53

NOTES:
Input Data as provided by the Developer as of August 10, 2015. Avg. Lot and Home Prices calculated at the projected project life values.
Home Prices projected to start at $273,000 - $488,000.
1 acre = 43,560 sq. ft.
Commercial Tracts assume an average of 20% floor to area.
Developer believes the estimated value for MF 1 to $5 mm .
The acreage might be used for a multi-familiy development or it might be converted into lots for homes.

Economic and Financial Analysis

A	B	C	D	E	F	G	H	I	J	K	L	M
								TIRZ Cash Flow Reimbursement Scenario				
Tax Year	TIRZ Year	Property Taxes Due 31-Jan	***Estimated* TOTAL Taxable Value**	**Town's Ad Valorem Tax Revenue at $0.2950 Current Tax Rate**	**Town's Tax Rate TIRZ Participation *$0.0909***	***Cumulative Town's Tax Rate TIRZ Participation***	***Present Value of TIRZ Rev at 3.75% Discount Rate (1)***	***TIRZ Admin Expenses***	**Project Funds Required(2)**	**TOTAL Reimbursement Gross Payments(3)**	***Cumulative Reimbursement Gross Payments (3)***	**Year Ending TIRZ Fund Liability(4)**
2016	1	2017	**$ 70,747,283**	$ 208,704	**$ 64,328**	*$ 64,328*	*$ 62,003*	*$ 30,000*	*$ 737,741*	$ 34,328	*$ 34,328*	$ (703,413)
2017	2	2018	**112,065,462**	330,593	**101,898**	*166,226*	*94,665*	*30,000*	*1,376,736*	71,898	*106,226*	(2,034,629)
2018	3	2019	**154,735,963**	456,471	**140,697**	*306,923*	*125,985*	*30,000*	*1,404,270*	110,697	*216,923*	(3,404,501)
2019	4	2020	**211,831,175**	624,902	**192,611**	*499,534*	*166,238*	*30,000*	*725,683*	162,611	*379,534*	(4,095,241)
2020	5	2021	**309,275,825**	912,364	**281,215**	*780,749*	*233,936*	*30,000*	*1,104,081*	251,215	*630,749*	(5,101,679)
2021	6	2022	**363,170,573**	1,071,353	**330,220**	*1,110,969*	*264,773*	*30,000*	-	300,220	*930,969*	(4,992,772)
2022	7	2023	**397,666,963**	1,173,118	**361,586**	*1,472,555*	*279,444*	*30,000*	-	331,586	*1,262,555*	(4,848,415)
2023	8	2024	**429,219,540**	1,266,198	**390,276**	*1,862,831*	*290,715*	*30,000*	-	360,276	*1,622,831*	(4,669,955)
2024	9	2025	**445,184,469**	1,313,294	**404,792**	*2,267,623*	*290,629*	*30,000*	-	374,792	*1,997,623*	(4,470,286)
2025	10	2026	**456,837,946**	1,347,672	**415,388**	*2,683,012*	*287,457*	*30,000*	-	385,388	*2,383,012*	(4,252,533)
2026	11	2027	**456,837,946**	1,347,672	**415,388**	*3,098,400*	*277,067*	*30,000*	-	385,388	*2,768,400*	(4,026,614)
2027	12	2028	**456,837,946**	1,347,672	**415,388**	*3,513,789*	*267,053*	*30,000*	-	385,388	*3,153,789*	(3,792,224)
2028	13	2029	**456,837,946**	1,347,672	**415,388**	*3,929,177*	*257,400*	*30,000*	-	385,388	*3,539,177*	(3,549,044)
2029	14	2030	**456,837,946**	1,347,672	**415,388**	*4,344,566*	*248,097*	*30,000*	-	385,388	*3,924,566*	(3,296,744)
2030	15	2031	**456,837,946**	1,347,672	**415,388**	*4,759,954*	*239,129*	*30,000*	-	385,388	*4,309,954*	(3,034,984)
2031	16	2032	**456,837,946**	1,347,672	**415,388**	*5,175,343*	*230,486*	*30,000*	-	385,388	*4,695,343*	(2,763,407)
2032	17	2033	**456,837,946**	1,347,672	**415,388**	*5,590,731*	*222,155*	*30,000*	-	385,388	*5,080,731*	(2,481,647)
2033	18	2034	**456,837,946**	1,347,672	**415,388**	*6,006,119*	*214,126*	*30,000*	-	385,388	*5,466,119*	(2,189,320)
2034	19	2035	**456,837,946**	1,347,672	**415,388**	*6,421,508*	*206,386*	*30,000*	-	385,388	*5,851,508*	(1,886,031)
2035	20	2036	**456,837,946**	1,347,672	**415,388**	*6,836,896*	*198,926*	*30,000*	-	385,388	*6,236,896*	(1,571,368)
2036	21	2037	**456,837,946**	1,347,672	**415,388**	*7,252,285*	*191,736*	*30,000*	-	385,388	*6,622,285*	(1,244,906)
2037	22	2038	**456,837,946**	1,347,672	**415,388**	*7,667,673*	*184,806*	*30,000*	-	385,388	*7,007,673*	(906,202)
2038	23	2039	**456,837,946**	1,347,672	**415,388**	*8,083,062*	*178,126*	*30,000*	-	385,388	*7,393,062*	(554,796)
2039	24	2040	**456,837,946**	1,347,672	**415,388**	*8,498,450*	*171,688*	*30,000*	-	385,388	*7,778,450*	(190,212)
2040	25	2041	**456,837,946**	1,347,672	**415,388**	*8,913,839*	*165,482*	*30,000*	-	190,212	*7,968,663*	-
				$ 28,919,748	**$ 8,913,839**		***$ 5,348,511***	***$ 750,000***	**$ 5,348,511**	**$ 7,968,663**		

(1) 3.75% present value discount rate represents the estimated cost of funds for the Town of Northlake. Calculation is used to derive the Town's tax rate participation.

(2) The Project Funds Required are inflated at 2% per annum.

(3) NOT DISCOUNTED.

(4) TIRZ Fund liabilities accrue interest at the 3.75% Town's discount rate. Year end laibilities are calculated as follows: prior year liability plus 3.75% interest, plus new project funds required, less net TIRZ cash flow.

EXHIBIT C

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Captured Appraised Value

EXHIBIT _

Captured Appraised Value

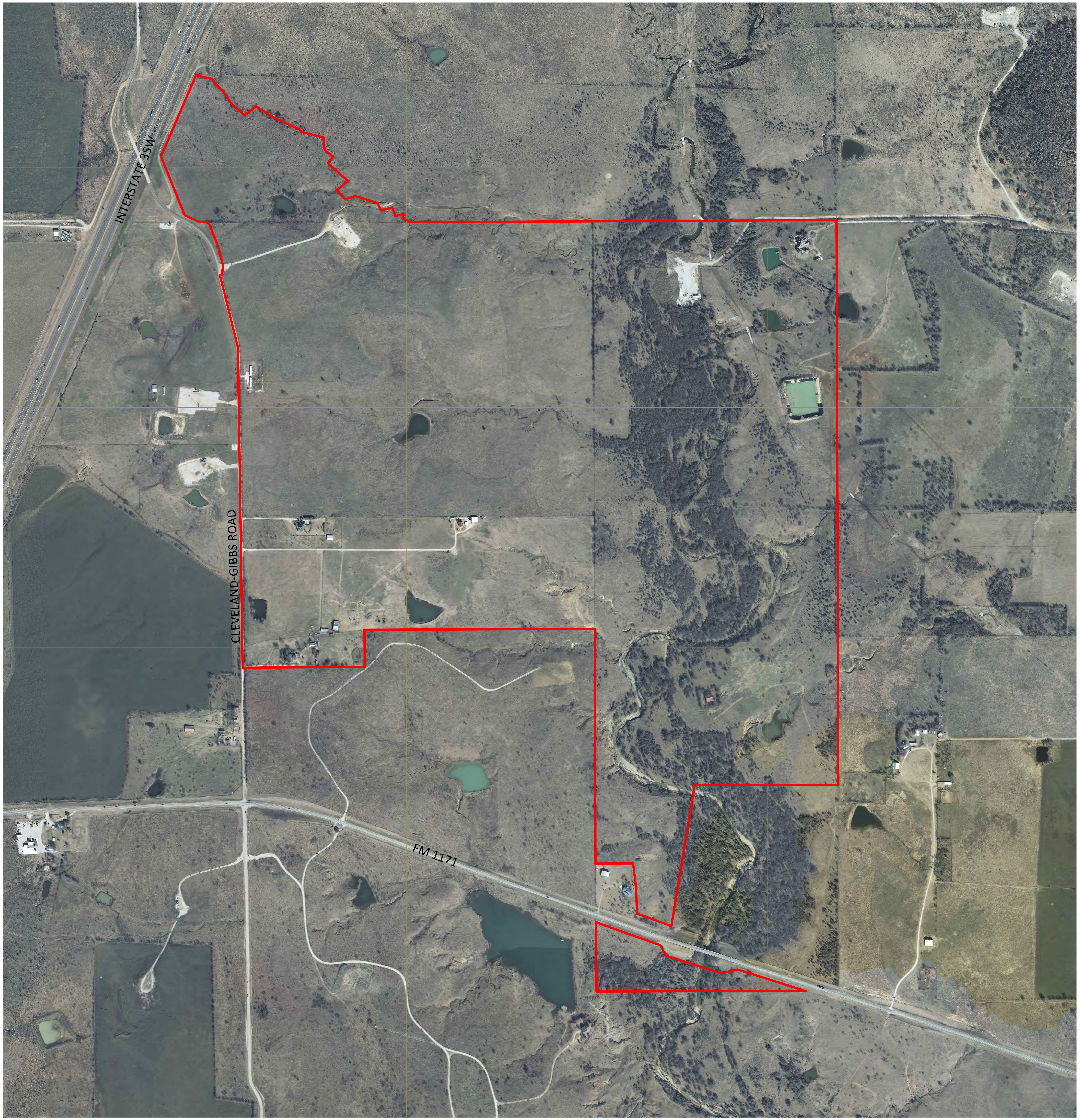
A	B	C	D	E	F	G	H	I	J	K
		Property Taxes	*SINGLE FAMILY*			*MULTI-FAMILY*		*COMMERCIAL*		***Estimated* TOTAL Taxable Incremental**
Tax Year	TIRZ Year	Due 31-Jan	Land Value	Lot Value	Completed Home Value	Land Value	Completed Value	Land Value	Completed Value	**Value**
2016	1	2017	$ 22,610,485	$ 14,272,088	$ 25,764,710	$ 3,300,000	$ -	$ 4,800,000	$ -	**$ 70,747,283**
2017	2	2018	18,321,676	14,834,852	70,687,434	3,349,500	-	4,872,000	-	**112,065,462**
2018	3	2019	11,582,596	20,591,281	114,217,263	3,399,743	-	4,945,080	-	**154,735,963**
2019	4	2020	7,804,900	19,463,265	162,629,296	3,450,739	-	3,523,287	14,959,688	**211,831,175**
2020	5	2021	7,921,973	9,877,607	214,456,771	-	35,024,997	994,553	40,999,924	**309,275,825**
2021	6	2022	2,994,274	11,337,869	261,578,426	-	35,550,372	-	51,709,632	**363,170,572**
2022	7	2023	-	10,756,677	299,650,282	-	35,550,372	-	51,709,632	**397,666,963**
2023	8	2024	-	4,193,909	337,765,627	-	35,550,372	-	51,709,632	**429,219,540**
2024	9	2025	-	1,547,934	356,376,531	-	35,550,372	-	51,709,632	**445,184,468**
2025	10	2026	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2026	11	2027	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2027	12	2028	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2028	13	2029	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2029	14	2030	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2030	15	2031	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2031	16	2032	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2032	17	2033	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2033	18	2034	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2034	19	2035	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2035	20	2036	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2036	21	2037	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2037	22	2038	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2038	23	2039	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2039	24	2040	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2040	25	2041	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**

NOTES:

Taxable Values assume 1.5% annual inflation through buildout per project component, subject to change.
Projection is as provided by the Canyon Falls WCID developer. For illustration purposes only.

MAPS

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan



TIRZ BOUNDARY MAP
CANYON FALLS
TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

08 December 2015

J. VOLK
consulting
830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962

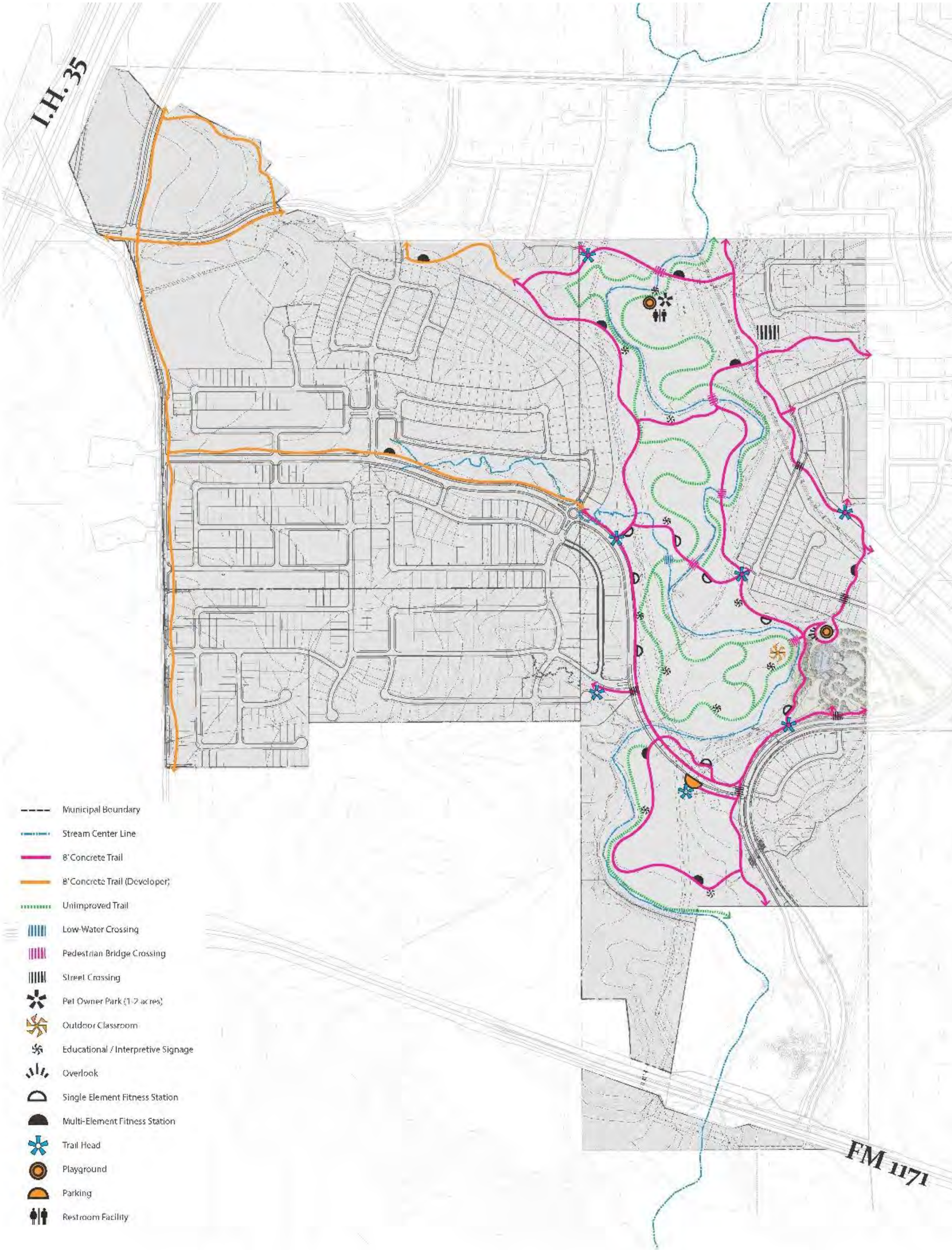
SINGLE FAMILY VILLAGE MAP

CANYON FALLS

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

07 October 2015

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962


I.H. 35
FM 1171
Municipal Boundary
Stream Center Line
8' Concrete Trail
8' Concrete Trail (Developer)
Unimproved Trail
Low-Water Crossing
Pedestrian Bridge Crossing
Street Crossing
Pet Owner Park (1-2 acres)
Outdoor Classroom
Educational / Interpretive Signage
Overlook
Single Element Fitness Station
Multi-Element Fitness Station
Trail Head
Playground
Parking
Restroom Facility

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC.: TXDOT SPEED STUDY, DENTON COUNTY, IH-35W FR NB

SUBJECT: ORDINANCE ADOPTING TXDOT RECOMMENDED SPEED LIMIT FOR IH-35W NORTHBOUND FRONTAGE ROAD (TOWN LIMIT TO SH 114)

GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

Texas Department of Transportation (TXDOT) recently completed new northbound frontage road from Eagle Parkway to State Highway 114. The previous section within Northlake (off ramp to SH 114) never had posted speed limit. The Texas Transportation Code provides for a speed study to be conducted to increase or decrease speed limit from prima facie speed limit (30 mph). TXDOT conducted speed study which supported speed limit of 55 mph. TXDOT will purchase, install and maintain speed limit signs.

COUNCIL ACTION:

- Approve speed limit ordinance as requested by TXDOT

TOWN OF NORTHLAKE
ORDINANCE NO. 20-0227C

AN ORDINANCE AMENDING CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; PURSUANT TO TEXAS TRANSPORTATION CODE, SECTION 545.356 AND TOWN ORDINANCES, CHAPTER 11, TRAFFIC AND VEHICLES, ARTICLE 11.03, OPERATION OF VEHICLES, SECTION 11.03.043, SPEED LIMITS ON SPECIFIC STREETS; PROVIDING THE MAXIMUM PRIMA FACIE SPEED LIMIT FOR THE IH 35W NORTHBOUND FRONTAGE ROAD WITHIN THE CORPORATE LIMITS OF THE TOWN; PROVIDING A PENALTY NOT TO EXCEED $200 FOR VIOLATIONS HEREOF; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 545.356 Texas Transportation Code, provides that whenever the governing body of the Town shall determine upon the basis of an engineering study that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the Town, taking into consideration the width and condition of the traffic thereon, said governing body may determine and declare a reasonable and safe speed limit there at or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway; and

WHEREAS, Texas Department of Transportation has conducted an engineering and traffic investigation and study to determine a maximum speed limit which is reasonable and safe on the IH 35W Northbound Frontage Road in the Town of Northlake, Texas; and

WHEREAS, the Town Council hereby finds and determines based upon said engineering and traffic investigation and study that the IH 35W Northbound Frontage Road, located within Town limits, is designed for vehicular traffic to travel at a higher speed than the existing speed limits on said roadway and thus the existing speed limits are unreasonable and unsafe and the Town Council hereby declares that the speed limits in those areas should be changed as set forth in this Ordinance; and

WHEREAS, the Town Council finds that an amendment to the speed limit on the IH 35W Northbound Frontage Road is in the best interest of the Town of Northlake and will promote the health, safety, and general welfare of the citizens of the Town of Northlake and the general public.

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

Section 1. Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of Texas Transportation Code 545.356, the maximum prima facie speed limits indicated herein for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways or parts thereof, described as follows:

a. That from and after the date of the passage of this ordinance, no motor vehicle shall be operated along and upon the IH 35W Northbound Frontage Road within the corporate limits of the Town of Northlake in excess of the following limit: 55 MPH

Section 2. The speed limits set forth in Section 1, above, are effective when the Town Administrator, or his designee, erects signs giving notice of the new speed limits. The Town Administrator is directed to take such action necessary to ensure that such new speed limit signs are erected and installed.

Section 3. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed two hundred dollars ($200.00).

Section 4. All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Northlake, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

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

Section 6. The Town Secretary of the Town of Northlake is hereby directed to publish the caption in the official newspaper of the Town as required by Section 52.011 of the Texas Local Government Code.

Section 7. This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

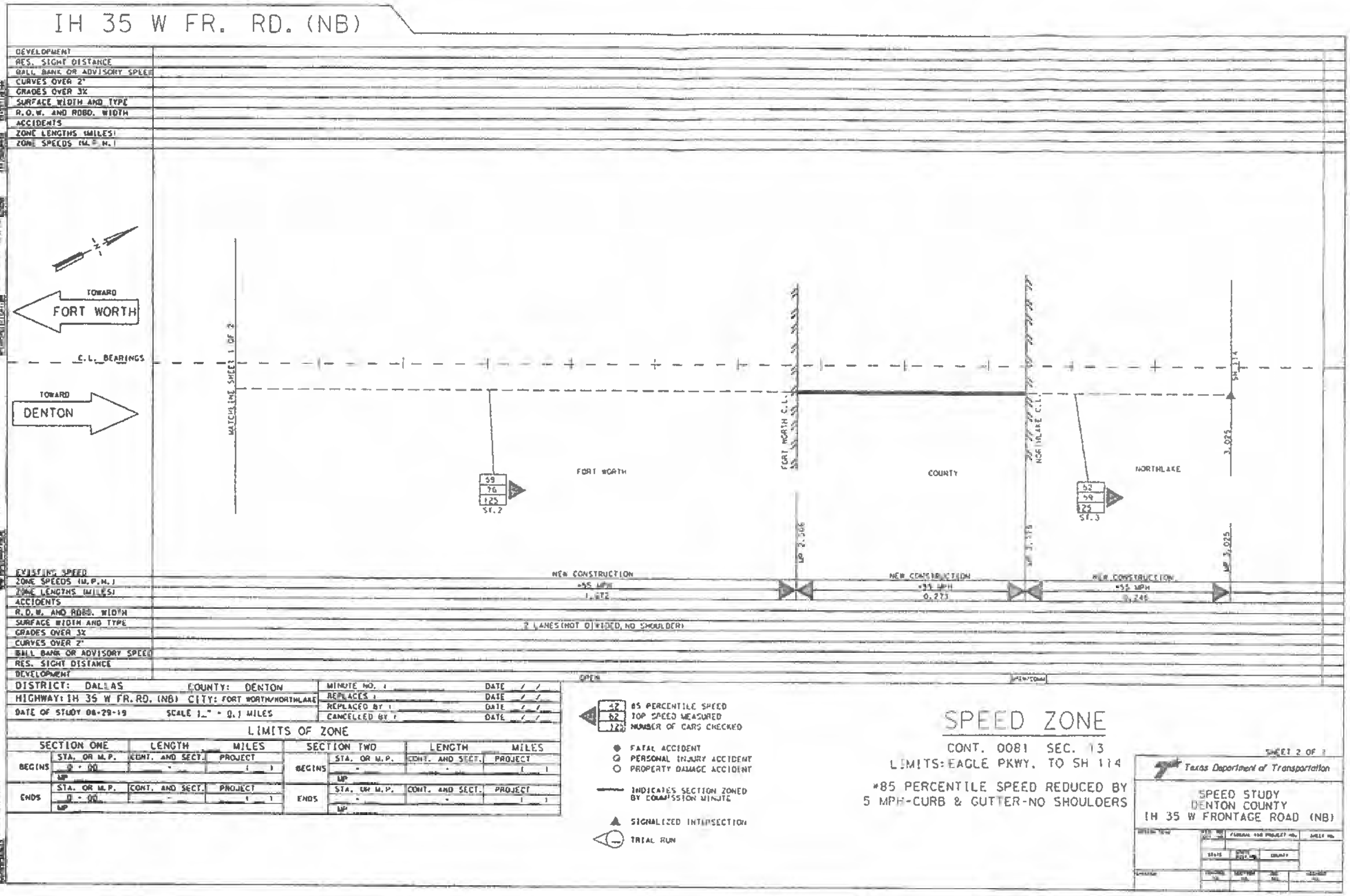
PASSED AND APPROVED ON THIS THE 27th DAY OF FEBRUARY 2020

Town of Northlake, Texas

____
David Rettig, Mayor

ATTEST:

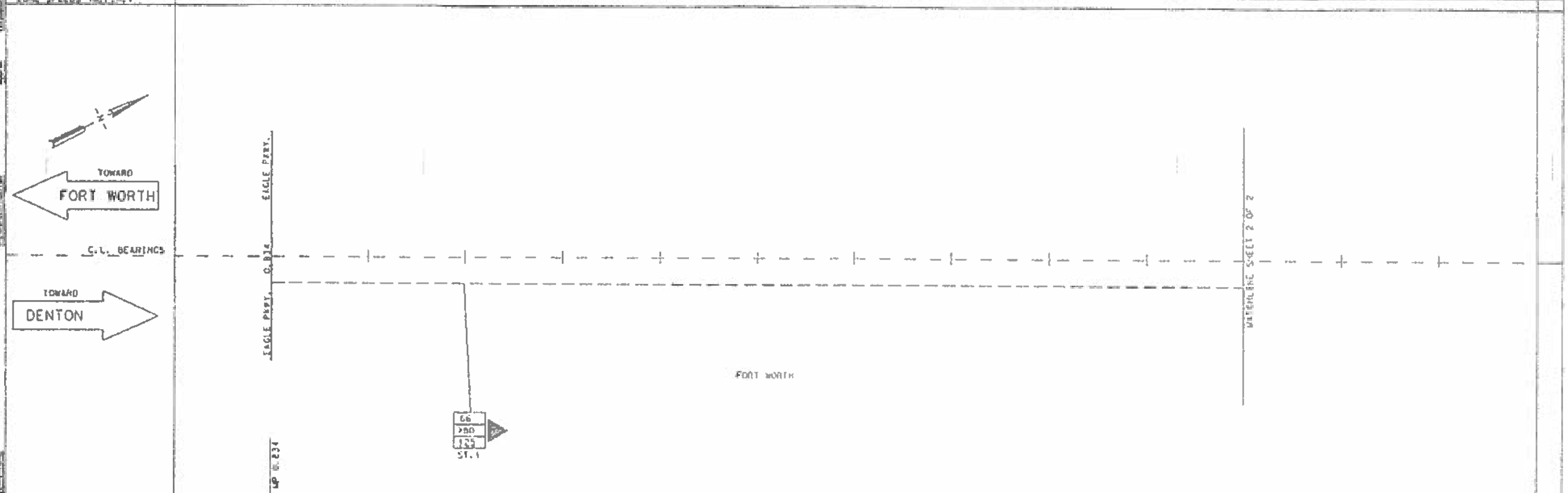
____
Shirley Rogers, Town Secretary



IH 35 W FR. RD. (NB)
DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS (MILES)
ZONE SPEEDS (M.P.H.)
TOWARD FORT WORTH
C.L. BEARINGS
TOWARD DENTON
MATCHLINE SHEET 1 OF 2
FORT WORTH
59
76
125
ST.2
FORT WORTH C.L.
MP 2.306
COUNTY
NORTHLAKE C.L.
MP 2.579
NORTHLAKE
52
59
125
ST.3
SH 114
3.025
MP 3.025
EXISTING SPEED
NEW CONSTRUCTION
*55 MPH
1.072
NEW CONSTRUCTION
*55 MPH
0.273
NEW CONSTRUCTION
*55 MPH
0.246
2 LANES(NOT DIVIDED, NO SHOULDER)
OPEN
DISTRICT: DALLAS
COUNTY: DENTON
HIGHWAY: IH 35 W FR. RD. (NB)
CITY: FORT WORTH/NORTHLAKE
DATE OF STUDY 08-29-19
SCALE 1" = 0.1 MILES
MINUTE NO.
REPLACES
REPLACED BY
CANCELLED BY
DATE / /
LIMITS OF ZONE
SECTION ONE
SECTION TWO
STA. OR M.P.
CONT. AND SECT.
LENGTH
MILES
PROJECT
BEGINS
ENDS
42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED
FATAL ACCIDENT
PERSONAL INJURY ACCIDENT
PROPERTY DAMAGE ACCIDENT
INDICATES SECTION ZONED BY COMMISSION MINUTE
SIGNALIZED INTERSECTION
TRIAL RUN
SPEED ZONE
CONT. 0081 SEC. 13
LIMITS: EAGLE PKWY. TO SH 114
*85 PERCENTILE SPEED REDUCED BY 5 MPH-CURB & GUTTER-NO SHOULDERS
SHEET 2 OF 2
Texas Department of Transportation
SPEED STUDY
DENTON COUNTY
IH 35 W FRONTAGE ROAD (NB)

IH 35 W FR. RD. (NB)

DEVELOPMENT
RES. SIGHT DISTANCE
BALL BANK OR ADVISORY SPEED
CURVES OVER 2°
GRADES OVER 3%
SURFACE WIDTH AND TYPE
R.O.W. AND RDBD. WIDTH
ACCIDENTS
ZONE LENGTHS (MILES)
ZONE SPEEDS (M.P.H.)



EXISTING SPEED	45 MPH
ZONE SPEEDS (M.P.H.)	NEW CONSTRUCTION *55 MPH
ZONE LENGTHS (MILES)	1.672
ACCIDENTS	
R.O.W. AND RDBD. WIDTH	
SURFACE WIDTH AND TYPE	2 LANES(NOT DIVIDED) NO SHOULDERS
GRADES OVER 3%	
CURVES OVER 2°	
BALL BANK OR ADVISORY SPEED	
RES. SIGHT DISTANCE	
DEVELOPMENT	OPEN/COMM. OPEN

DISTRICT: DALLAS COUNTY: DENTON
HIGHWAY: IH 35 W FR. RD. (NB) CITY: FORT WORTH/NORTHLAKE
DATE OF STUDY 08-29-19 SCALE 1" = 0.1 MILES

MINUTE NO. : DATE / /
REPLACES : DATE / /
REPLACED BY : DATE / /
CANCELLED BY : DATE / /

LIMITS OF ZONE

SECTION ONE		LENGTH 0.278 MILES		SECTION TWO		LENGTH MILES	
BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT	BEGINS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		-	-	( )
	MP 2.537				MP		
ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT	ENDS	STA. OR M.P.	CONT. AND SECT.	PROJECT
	0 + 00	-	( )		-	-	( )
	MP 2.815				MP		

42 85 PERCENTILE SPEED
62 TOP SPEED MEASURED
125 NUMBER OF CARS CHECKED

● FATAL ACCIDENT
◉ PERSONAL INJURY ACCIDENT
○ PROPERTY DAMAGE ACCIDENT

INDICATES SECTION ZONED BY COMMISSION MINUTE

▲ SIGNALIZED INTERSECTION

TRIAL RUN

SPEED ZONE

CONT. 0081 SEC. 13
LIMITS: EAGLE PKWY. TO SH 114

*85 PERCENTILE SPEED REDUCED BY 5 MPH-CURB & GUTTER-NO SHOULDERS

SHEET 1 OF 2

Texas Department of Transportation

SPEED STUDY
DENTON COUNTY
IH 35 W FRONTAGE ROAD (NB)

Texas Department of Transportation

4777 EAST US HIGHWAY 80, MESQUITE, TEXAS 75150-6643 | 214-320-6100 | WWW.TXDOT.GOV

December 05, 2019

Control: 0081-13
Highway: IH 35W NB FR
County: Denton

Eric J. Tamayo
Public Work Director
1400 FM 407
Northlake, TX 76247

Subject: Speed Zones

Dear Mr. Tamayo:

Attached for your information and handling is a computer printout of the speed zone study on IH 35W NB Frontage Road in the City of Northlake. The speed zone study was done after the request from TxDOT, Denton Area Office and the completion of the construction project. The printout shows that the recommended speeds correspond to the speeds at which the normal and prudent driver is driving under the existing conditions.

To proceed with the changing of the speed limits, TxDOT requires a signed city ordinance matching the zones on the speed study. To assist the City in the preparation of the ordinance, a sample speed zone ordinance has been attached to serve as a guide. Please forward the signed ordinance to our office by January 18, 2020 for further processing. Upon receipt of the ordinance from the City of Northlake, TxDOT will furnish and install the necessary signs at the proper locations. Should the City already have an ordinance on file that matches the limits shown on the study, please forward a copy of that to our office for our records.

If we may be of further assistance, please feel free to contact Bahman Afsheen, P.E. at the above address or by telephone at 214-320-6229.

Sincerely,

Felicia R Cortez PE

Felicia R. Cortez, P.E.
District Traffic Engineering Supervisor

Attachments

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC. : CODE OF ORDINANCES, ARTICLE 1.03
CODE OF ORDINANCES, APPENDIX A FEE SCHEDULE, SECTION A10

SUBJECT: NORTHLAKE DELINQUENT COLLECTIONS PENALTY & FEES

STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

- Town of Northlake currently imposes 20% penalty (State authorized amount) for collections cost on delinquent property taxes although current Town ordinance shows 15%
    - Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize the Town of Northlake to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to section 6.30 of the Texas Tax Code
    - Previous property tax collection attorney increased collection amount from 15% to 20% when State statute changed but Town did not update ordinance
- Town of Northlake currently imposes a 30% penalty for collections costs on delinquent municipal court fines and fees and when accused has failed to appear
    - Collection fees are authorized and imposed, as provided by Article 103.0031, Texas Code of Criminal Procedure
- Town of Northlake currently imposes an additional penalty to be assessed on delinquent taxes for business personal property if they become delinquent on or after February 1 of a year but no later than May 1 of that year
    - Section 33.11 of the Texas Tax Code, as amended, authorizes the Town of Northlake to impose this additional penalty to be assessed for business personal property 60 days after the date the taxes become delinquent

POLICY DIRECTION/DISCUSSION:

- Update penalty for collections cost on delinquent property taxes to 20%
- Reaffirm 30% penalty fee charged by the Municipal Court for delinquent fines and fees
- Allow for the early turnover of delinquent taxes on business personal property

TOWN OF NORTHLAKE

ORDINANCE NO. 20-0227D

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE CODE OF ORDINANCES, TOWN OF NORTHLAKE TEXAS BY AMENDING ARTICLE 1.03 TAXATION IN CHAPTER 1 BY ADDING DIVISION 5. DELINQUENT TAX COLLECTION AND DIVISION 6. BUSINESS PERSONAL PROPERTY AUTHORIZING THE IMPOSITION OF A 20% PENALTY FOR COLLECTION COSTS ON DELINQUENT TAXES FOR TAX YEAR 2019 AND SUBSEQUENT YEARS; AMENDING SECTION A10.000 MUNICIPAL COURT FEES, AUTHORIZING A COLLECTION FEE FOR CERTAIN DEBTS OWED TO THE MUNICIPAL COURT OF THE TOWN OF NORTHLAKE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town of Northlake wishes to defray its costs of collection that it incurs under a contract for collection of delinquent ad valorem taxes between the Town and a collection firm as authorized under the provisions Section 6.30 of the Texas Tax Code, as amended, which authorizes the Town to provide for compensating an attorney up to 20% of the delinquent tax, penalty, and interest collected by the attorney; and

WHEREAS, Sections 33.07, 33.08, and 33.11 of the Texas Tax Code, as amended, authorize the Town of Northlake to impose additional penalties secured by a tax lien to defray the cost of collection, not to exceed the amount of the compensation specified in the contract with an attorney pursuant to section 6.30 of the Texas Tax Code; and

WHEREAS, The Town of Northlake has contracted with Linebarger Goggan Blair & Sampson, LLP ("Linebarger") to collect its delinquent taxes pursuant to section 6.30 of the Texas Tax Code, as amended; and

WHEREAS, The contract provides that Linebarger's compensation shall be comprised of section 33.07 penalties, section 33.08 penalties, section 33.11 penalties and section 33.48 attorney fees awarded to and collected by Linebarger, pursuant to each statute of the Texas Tax Code; and

WHEREAS, the Town of Northlake wishes to defray its costs of collection that it incurs under a contract for collection of delinquent court fines and fees between the Town and a collection firm as authorized under the provisions of Article 103.0031, Texas Code of Criminal Procedure; and

WHEREAS, under said article, the Town Council of the Town of Northlake is empowered to authorize the addition of 30% on each debt and account receivable, including fines and fees, and on each amount in cases in which the accused has failed to appear, when each is more than 60 days past due and has been referred for collection.

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

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

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

SECTION 2. That Article 1.03, "Taxation" in Chapter 1 of the Code of Ordinances, Town of Northlake, Texas is hereby amended by adding Division 5, Delinquent Tax Collection, to read as follows:

"Division 5. Delinquent Tax Collection

Sec. 1.03.121 Penalty on Delinquent Taxes

(a) In connection with 2019 taxes that become delinquent before June 1, 2020, and subsequent years' taxes, the Town of Northlake hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.07.

(b) In connection with 2019 taxes that become delinquent on or after June 1, 2020, and subsequent years' taxes the Town of Northlake hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.08.

(c) The Town of Northlake Tax Assessor-Collector is authorized to mail notice of the delinquency and of the penalty to each property owner in accordance with Tex. Tax Code sections 33.07, 33.08 and 33.11.

Secs. 1.03.122-1.03.130 Reserved"

SECTION 3: That Article 1.03, "Taxation" in Chapter 1 of the Code of Ordinances, Town of Northlake, Texas is hereby amended by adding Division 6, Business Personal Property, to read as follows:

"Division 6. Business Personal Property

Sec. 1.03.131 Penalty on Delinquent Taxes

(a) In connection with 2019 taxes that become delinquent on or after February 1, 2020 and subsequent years' taxes imposed on tangible personal property, the Town of Northlake hereby affirmatively imposes an additional 20% penalty pursuant to Tex. Tax Code § 33.11.

(b) The Town of Northlake Tax Assessor-Collector is authorized to mail notice of the delinquency and of the penalty to each property owner in accordance with Tex. Tax Code sections 33.07, 33.08 and 33.11.

Sec. 1.03.132-1.03.140 Reserved"

SECTION 4: That Appendix A "Fee Schedule" to the Code of Ordinances, Town of Northlake, Texas is hereby amended by amending Sec. A10.000, Municipal Court Fees to read as follows:

"Sec. A10.000 MUNICIPAL COURT FEES

(a) The municipal court judge for the town has the authority to set, increase, decrease, or waive court fees at his discretion and in accordance with the laws of the state. The municipal court administrator and/or his or her designated representative shall collect these specified fees at appropriate times and under the direction of the municipal court judge. All applicable state fees and/or court costs shall be added as set forth by the laws of the state.

(b) A collection fee is hereby authorized and imposed, as provided by Article 103.0031, Texas Code of Criminal Procedure:

i. in the amount of 30% of debts and accounts receivable, such as unpaid fines, fees, court costs, forfeited bonds, and restitution ordered paid by a municipal court serving the Town when such debt or account receivable is more than 60 days past due and has been referred to an attorney or private vendor for collection; and

ii. in the amount of 30% of amounts in cases in which the accused has failed to appear:

(1) as promised under Subchapter A, Chapter 543, Texas Transportation Code, or other law;

(2) in compliance with a lawful written notice to appear, issued under Article 14.06(b), Texas Code of Criminal Procedure, or other Law;

(3) in compliance with a lawful summons issued under Article 15.03(b), Texas Code of Criminal Procedure;

(4) in compliance with a lawful order of a court serving the Town; or

(5) as specified in a citation, summons, or other notice authorized by Section 682.002, Texas Transportation Code, that charges the accused with a parking or stopping offense,

(c) The fees imposed under subsection (c) may be applied when such amounts are more than 60 days past due and have been referred to an attorney or private vendor for collection."

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

SECTION 6. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 27th DAY OF FEBRUARY 2020

ATTEST:

____
David Rettig, Mayor

____
Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF #: NORTHLAKE PUBLIC IMPROVEMENT DISTRICT POLICY AND GUIDELINES

SUBJECT: NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO. 1 (HARVEST) ANNUAL MANAGEMENT CONTRACT

GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)
- Responsibly Manage Growth; Preserve public parks and open space (Council Goal)

BACKGROUND INFORMATION:

Northlake, at the petition of the property owner, created Northlake Public Improvement District No. 1 (PID) for the maintenance of public areas within Harvest. Per Northlake Council policy, the Town may contract with a qualified management company to administer the PID. The Harvest Homeowners Association (HOA) contracts with First Service Residential for HOA management. The Town has historically contracted with same management company to ensure both public and private areas are maintained more efficiently and at a higher standard than contracting with two separate management companies.

COUNCIL ACTION:

- Approve annual Harvest PID management contract with First Service Residential

Management and Improvement Services Agreement

Northlake Public Improvement District No. 1

(Harvest Residential)

This **MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT ("Agreement")** is made and entered into by and between the **Town of Northlake, Texas** ("the Town"), by and through Drew Corn, its duly authorized Town Administrator, and **First Service Residential Texas, Inc.,** a Texas corporation doing business as **FirstService Residential ("Contractor")** and acting by and through Cindy Huey, its duly authorized President.

RECITALS

The following statements are true and correct and constitute the basis upon which the Town and Contractor have entered into this Agreement:

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code on May 23, 2013, the Town Council of the Town of Northlake adopted Resolution No. 13-10 creating Northlake Public Improvement District No. 1 (the **"District");** and

WHEREAS, the Town is authorized to utilize the District to undertake improvements and/or services that confer special benefits on the part of the Town within the District; and

WHEREAS, the Town Council is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and/or services, to pay the cost of such improvements and services; and

WHEREAS, the Town desires to enter into a written agreement with Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and

WHEREAS, such improvements and services constitute a supplement to standard Town services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District; and

WHEREAS, Contractor wishes to assist the Town by providing, furnishing, or performing such improvements and services;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, the Town and Contractor do hereby covenant and agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

The Town hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, oversee or perform in accordance with this Agreement the improvements and/or services set forth in Section 2.

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

Contractor shall provide or cause to be provided those improvements and services (the "Improvements and Services") set forth in and subject to the Service Plan and Budget for the District approved by the Town Council for the fiscal year covered by this Agreement (the "Service Plan and Budget") (which is attached hereto as Exhibit "C" and hereby made a part of this Agreement for all purposes), as may subsequently be amended, and the ordinance adopted by the Town Council levying assessments on properties in the District for such Improvements and Services (which ordinance is a public document on file in the Town Administrator's Office and is hereby incorporated for all purposes). Contractor shall also comply with the following related duties and responsibilities:

(a) Oversee the bidding and awarding of any third party contracts for the above-referenced Improvements and Services in accordance with the guidelines set forth in the Policy and Guidelines for Public Improvement Districts adopted by the Town Council pursuant to Resolution No. 13-10 (the "PID Policy"), a copy of which Contractor hereby certifies it has received and which is incorporated herein by reference for all purposes;

(b) Monitor work performed by any subcontractors for any of the above referenced Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;

(c) Obtain, maintain and pay for insurance necessitated by the above referenced Improvements and Services, as may be directed or reviewed by the Town's Administrator or other designee;

(d) In accordance with Section 372.013 of the Texas Local Government Code and the PID Policy, prepare a Service Plan and Budget for the five (5) years following the fiscal year covered by this Agreement, to be adopted by the advisory body for the District or other entity designated by the Town and approved by the Town Council ;

(e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and all other financial reporting requirements set forth in the PID Policy;

(f) Comply with all other duties and responsibilities set forth in the guide lines of the PID Policy;

(g) Receive advance written approval by the Town's Administrator or his/her designee prior to any authorized construction or maintenance of capital improvements in any dedicated Town park.

2.2. Contractor Compensation

As full compensation for the provision of all Improvements and Services during the Term of this Agreement, the Town shall pay Contractor as per the schedule below. The budgeted amount for each year shall be reflected in the Service Plan and Budget as "Management Fee," which amount shall be paid in monthly installments in accordance with Section 6 hereof.

The monthly management fee is as follows: $1,000 for homes 51-250; $4.75 per home for homes 251-550; $4.50 per home for homes 551 to 850; $4.25 per home for homes 851-1,150; $4.00 per home for homes 1,151-1,750; $3.75 per home for homes 1,451 to 1,750; $3.50 per home for homes1,751-2,050; $3.15 per home for homes 2,050 and above. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor's employees, general and administrative expenses, financial management, general administration and operations management.

If on-site administrative, maintenance and housekeeping personnel are required, they shall be employees of Contractor. The District shall reimburse for actual wages paid plus a labor burden of 25% for administrative personnel and 35% for all other personnel. Labor burden includes social security tax, federal/state unemployment tax, workers compensation insurance, Contractor's contribution to employee 401(k) benefit, drug testing, Texas criminal background checks, payroll processing and human resource administration. Single PPO medical benefits shall be provided to all eligible on-site staff members who are employees of Contractor at a cost to the District.

The management fee and cost for all personnel will be allocated 50% to the Harvest Residential Association and 50% to the Public Improvement District.

Exhibit A to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within ten days of billing and shall be billed in accordance with Exhibit A.

2.3. Standard of Care; Nature of Relationship

Contractor shall commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws. Contractor shall ensure that any work on the Improvements and Services is properly coordinated with related work being performed by the Town. Unless otherwise specifically provided herein, all of the Improvements and Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

2.4. Security and Police Services

Nothing in this Agreement shall preclude the Contractor from providing, as part of its Improvements and Services, additional security and police services to the District. Unless otherwise specifically provided herein, all of the Improvements and Services related to Security and Police Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

3. TOWN'S DUTIES AND RESPONSIBILITIES

The Town shall provide the following services in connection with operation of the District and the Contractor's performance under this Agreement:

(a) Levying and collecting, though the Town's agreement with the Denton County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;

(b) Making payments to Contractor from special assessment revenues and other District revenues;

(c) Maintaining the same level of services in the District as that which the Town provides in comparable areas of the Town;

(d) Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through Town departments, boards, or agencies;

(e) Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;

(f) Preparing an annual report of delinquent property assessments and liens thereon to be assigned to the Town's delinquent tax collection attorney;

(g) Making regular reports to Contractor concerning delinquent assessments and making billings thereon as necessary; and,

(h) Producing an annual assessment roll of property owners and property within the District.

The Town shall have no financial obligation to the District other than levying and collecting, through its agreement with the Denton County Tax Assessor/Collector, the assessments levied by the District, except as provided in subsection (c) above, and, pursuant to and in accordance with this

Agreement, paying for Improvements and Services that Contractor performs in the District.

4. <u>AMENDMENTS</u>

This Agreement may not be amended unless executed in writing by both parties.

5. <u>TERM</u>

This Agreement shall commence February 1, 2020, (the **"Effective Date")** and, unless terminated earlier in accordance with this Agreement, expire January 31, 2021 (the **"Term").**

6. <u>RELEASE OF FUNDS TO CONTRACTOR</u>

6.1. Procedure

Periodically, but not more frequently than once per month, Contractor shall present to the individual or individuals designated by the Town to oversee and administer the District (the **"Administrator")** a report of the Improvements and Services provided by Contractor since (i) for the first report under this Agreement, the Effective Date and (ii) for all subsequent reports, the date of the previous report. All such reports must include documentation sufficient demonstrating to the Administrator that any sums paid or incurred by Contractor have been paid or are due. Provided that all such necessary reports and supporting documentation have been provided to the Administrator, the Town shall pay the Contractor for all lawful expenses made or incurred by Contractor within fifteen (15) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the Town shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Service Plan and Budget for the then-current fiscal year.

6.2. <u>Work Reports</u>

Contractor shall also submit a periodic work report, no less than quarterly, to the Administrator. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the Administrator. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received. The Administrator shall have the right to verify that the report is complete and accurate.

6.3. <u>Insufficient District Funds</u>

In the event that District revenues are not available or are insufficient for the Town to make any payment to Contractor hereunder, the Town will promptly notify Contractor. At Contractor's request, the Town and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor does not elect to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

7. CONTRACTOR LIABILITY

Contractor hereby assumes full liability for any damages to any public or private property which is due to the negligence of Contractor, its subcontractors, agents, permitees or assigns.

8. LIABILITY OF TOWN; PERSONAL LIABILITY OF PUBLIC OFFICALS

No employee of the Town, nor any other agent of the Town, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the Town shall not be liable or responsible for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement, nor shall the Town be liable or responsible to Contractor or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the Town has no control.

9. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE TOWN, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHATSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WORK, SERVICES AND OPERATIONS IN CONNECTION HEREWITH, INCLUDING OPERATIONS OF SUBCONTRACTORS.

CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE TOWN FOR ANY AND ALL INJURY OR DAMAGE TO TOWN PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL NEGLIGENT ACTS OR NEGLIGENT OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, LICENSEES OR INVITEES.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town; that Contractor shall have exclusive control of the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between Town and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Town and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Town.

11. INSURANCE

Contractor shall not commence work under this Agreement until it has obtained and received approval from the Town of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement, that all insurance policies provided pursuant to this Agreement are endorsed to name the Town as an additional insured, and that all such insurance policies cover not only Contractor, but also Contractor's contractors and subcontractors. The minimum insurance required of Contractor is as follows:

> WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.
>
> COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than $1,000,000 covering each occurrence with an aggregate limit of not less than $2,000,000.
>
> AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than $1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the Town, or any other claimant, any claims that the Town, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents shall be set forth on all certificates of insurance. All policies must provide that they may not be changed or canceled by the insurer in less than five (5) days after the Town had received written notice of such change or cancellation. Such insurance amounts may be revised upward at Town's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request.

12. TAXES

Contractor shall pay all federal, state and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to Contractor's duties and obligations hereunder.

13. PERMITS

Contractor shall and shall cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or Town, before unertaking any work hereunder that requires any such permits.

14. CHARACTER OF WORK AND OPERATIONS

Contractor and Contractor's employees, contractors and subcontractors shall be competent and careful workmen skilled in their respective trades. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his duties or has been convicted of any crime of moral turpitude. The Town shall retain the right to require the Contractor to remove any employee who is guilty of misconduct toward the public or is in any way discourteous to the public. This work is being performed for the public benefit and it is necessary that it be performed in an acceptable manner and at a satisfactory rate of progress. Contractor shall at all times maintain its equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected and clearly marked with the Contractor's name and telephone number.

15. ASSIGNMENT AND SUBCONTRACTING

Contractor shall have the right to subcontract for the provision of any Improvements and Services authorized hereunder so long as the subcontract is in writing and the Administrator approves such subcontract in writing prior to provision of the subcontracted Improvements and Services, which such approval by the Administrator shall not be unreasonably delayed. The existence of a subcontract shall not relieve Contractor of any responsibility or liability to the Town under this Agreement. Otherwise, Contractor may not assign, transfer or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the Town and execution by such party of a written agreement with the Town under which such party agrees to be bound by the duties and obligations of Contractor under this Agreement.

18. DEFAULT

All terms, conditions and provisions of this Agreement shall be considered material, and Contractor's failure to perform any part of this Agreement shall constitute an event of default hereunder. Should the Contractor fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the Town of written notice of the default (or, provided that Contractor has diligently commenced and continuously attempted cure within such time, such additional time as may be reasonably necessary to fully cure the default), the Town may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, Town may terminate this Agreement for any reason upon thirty (30) calendar days' prior written notice to Contractor. In the event of any termination, any work in progress will continue to completion unless specified otherwise in the Town's termination notice. The Town shall pay for any such work in progress that is completed by Contractor and accepted by the Town.

19. COOPERATION WITH TOWN

Contractor shall, at such time and in such form as Town may require, furnish periodic information concerning the status of the project and such other statements, certificates and approvals relative to the project as may be requested by the Town. Contractor shall meet with the Administrator or other Town officials as may be requested to discuss any aspect of this Agreement.

20. BOOKS AND RECORDS; AUDITING RIGHTS

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the Town. Contractor shall provide representatives of Town or its appointees free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor shall further allow the Town and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

The Town shall also have the right to conduct a performance audit and evaluation of Contractor at such times as the Town deems necessary. Contractor shall fully cooperate with any such performance audit. The Town may employ consultants at the Town's expense to assist the Town in such performance audit. Contractor agrees to give the Town and its consultants access to all reports, data, schedules and other relevant information which may be required to conduct such performance audit.

21. NOTICES

Any notices, bills, invoices or reports required by this Agreement shall be conclusively determined to have been delivered three (3) business days after it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, to the addresses listed below or such other addresses as may from time to time be provided to the other party:

Town:	Contractor:
Town of Northlake	First Service Residential
Attn: Town Administrator	Attn: Cindy Huey, President
1301 FM 407	3102 Oak Lawn Avenue, Suite 202
Northlake, Texas 76247	Dallas, Texas 75219-4241

22. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town's Charter and ordinances, as amended.

23. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Town does not waive or surrender any of it governmental powers or immunities.

24. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

25. VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

26. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the Town and Contractor and are not intended to create any rights, contractual or otherwise, to any other person or entity.

27. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

28. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

29. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and Contractor as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

30. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

TOWN OF NORTHLAKE:

By: _______________________________________ Date: _______________________

Drew Corn, Town Administrator

FIRSTSERVICE RESIDENTIAL TEXAS, INC.,
A Texas corporation d/b/a
FIRSTSERVICE RESIDENTIAL:

By: _______________________________________ Date: _______________________

Kate Ward, Sr. Vice President

Exhibit "B"
Additional Services to be Provided by Contractor

(a) Participate in meetings of individual departments within the Town of Northlake, as required, to coordinate PID activities;

(b) Participate in all meetings required by the Town for assistance in the preparation of the Service Plan and Budget for the District, and update the Town as to authorized PID projects and other pertinent matters.

(c) Establish means of communication for citizen input to report problems and make suggestions to the PID. Coordinate responses to citizen, with input from the Town, when appropriate.

(d) Maintain a full and accurate accounting of disbursements for reimbursement from PID revenues, providing the Town with a monthly accounting statement;

(e) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the Town of trends and unusual or excessive expenses;

(f) Maintain a complete set of historical records of all PID activity to include PID charter, minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of PID to present; and

The Contractor shall commence, carry on, and provide such improvements and/or services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws.

Exhibit C – Budget and Five Year Service Plan

	2020	2021	2022	2023	2024
INCOME:	**$1,511,132**	**$1,609,605**	**$1,724,078**	**$1,873,667**	**$1,911,140**
EXPENSES:					
Utilities	**$165,977**	**$195,071**	**$224,165**	**$224,165**	**$228,648**
Landscape Maintenance	**$991,513**	**$992,123**	**$1,104,881**	**$1,106,503**	**$1,128,633**
Common Area Maintenance	**$80,155**	**$83,821**	**$87,553**	**$91,358**	**$93,185**
General & Administrative	**$46,632**	**$50,088**	**$50,198**	**$50,904**	**$51,922**
Insurance and Taxes	**$927**	**$934**	**$941**	**$948**	**$967**
Employees	**$75,825**	**$77,089**	**$78,376**	**$79,686**	**$81,280**
TOTAL EXPENSES	**$1,361,029**	**$1,399,126**	**$1,546,113**	**$1,553,563**	**$1,584,634**
****Developer Subsidy**					

** To be fully repaid by PID

** Current Subsidy Balance through December 21, 2019 **$1,960,342**

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 27, 2020

REF. DOC. : ATMOS CITIES STEERING COMMITTEE STAFF REPORT

SUBJECT: ATMOS CITIES STEERING COMMITTEE 2020 ASSESSMENT

STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

- The Atmos Cities Steering Committee ("ACSC") is composed of 178 municipalities that use their collective power to ensure that rate changes by Atmos are fair to customers, wielding more power as a group than an individual municipality can.
- ACSC successfully lowered rate hikes from $81 million in system-wide annual cost to $31 million avoiding $50 million in cost savings or about $24 per year per customer.
- Their annual assessment is a per capita fee of $0.05, this rate has not increase from 2019.
    - Total fee for this year is $181.50, based on a population estimate of 3,630
    - Town will update population estimate and expects higher fee next year

POLICY ACTION:

- Continue to participate in the Atmos Cities Steering Committee

TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 20-5

A RESOLUTION AUTHORIZING CONTINUED PARTICIPATION WITH THE ATMOS CITIES STEERING COMMITTEE; AND AUTHORIZING THE PAYMENT OF FIVE CENTS PER CAPITA TO THE ATMOS CITIES STEERING COMMITTEE TO FUND REGULATORY AND RELATED ACTIVITIES RELATED TO ATMOS ENERGY CORPORATION

WHEREAS, the Town of Northlake is a regulatory authority under the Gas Utility Regulatory Act (GURA) and has exclusive original jurisdiction over the rates and services of Atmos Energy Corporation, Mid-Tex Division (Atmos) within the municipal boundaries of the town; and

WHEREAS, the Atmos Cities Steering Committee (ACSC) has historically intervened in Atmos rate proceedings and gas utility related rulemakings to protect the interests of municipalities and gas customers residing within municipal boundaries; and

WHEREAS, ACSC is participating in Railroad Commission dockets and projects, as well as court proceedings and legislative activities, affecting gas utility rates; and

WHEREAS, the Town is a member of ACSC; and

WHEREAS, in order for ACSC to continue its participation in these activities which affects the provision of gas utility service and the rates to be charged, it must assess its members for such costs; NOW THEREFORE,

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

I.

That the Town is authorized to continue its membership with the Atmos Cities Steering Committee to protect the interests of the Town of Northlake and protect the interests of the customers of Atmos Energy Corporation, Mid-Tex Division residing and conducting business within the Town limits.

II.

The Town is further authorized to pay its 2020 assessment to the ACSC in the amount of five cents ($0.05) per capita.

III.

A copy of this Resolution and approved assessment fee payable to "*Atmos Cities Steering Committee*" shall be sent to:

Brandi Stigler
Atmos Cities Steering Committee
c/o Arlington City Attorney's Office, Mail Stop 63-0300
101 S. Mesquite St., Suite 300
Arlington, Texas 76010

PRESENTED AND PASSED on this the 27th day of February 2020, by a vote of ______ ayes and ______ nays at a regular meeting of the Town Council of the Town of Northlake, Texas.

____
David Rettig, Mayor

ATTEST:

____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:
Town Attorney

BY______________________________
Ashley Dierker, Town Attorney

STAFF REPORT ON ASSESSMENT RESOLUTION FOR ATMOS CITIES STEERING COMMITTEE

Purpose of the Resolution:

Most municipalities have retained original jurisdiction over gas utility rates and services within municipal limits. The Atmos Cities Steering Committee ("ACSC") is composed of 178 municipalities in the service area of Atmos Energy Corporation, Mid-Tex Division that have retained original jurisdiction. Atmos is a monopoly provider of natural gas. Because Atmos has no competitors, regulation of the rates that it charges its customers is the only way that cities can ensure that natural gas rates are fair. Working as a coalition to review the rates charged by Atmos allows cities to accomplish more collectively than each city could do acting alone. Cities have more than 100 years experience in regulating natural gas rates in Texas.

ACSC is the largest coalition of cities served by Atmos Mid-Tex. There are 178 ACSC member cities, which represent more than 60 percent of the total load served by Atmos-Mid Tex. ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of residential and small commercial customers within the cities. Although many of the activities undertaken by ACSC are connected to rate cases (and therefore expenses are reimbursed by the utility), ACSC also undertakes additional activities on behalf of municipalities for which it needs funding support from its members.

The ACSC Membership Assessment Supports Important Activities:

ACSC is actively involved in rate cases, appeals, rulemakings, and legislative efforts impacting the rates charged by Atmos within the City. These activities will continue throughout the calendar year. It is possible that additional efforts will be necessary on new issues that arise during the year, and it is important that ACSC be able to fund its participation on behalf of its member cities. A per capita assessment has historically been used, and is a fair method for the members to bear the burdens associated with the benefits received from that membership.

Explanation of Resolution Paragraphs:

I. This paragraph authorizes the continuation of the City's membership in ACSC.

II. This paragraph authorizes payment of the City's assessment to the ACSC in the amount of five cents ($0.05) per capita.

III. This paragraph requires notification that the City has adopted the Resolution.

Payment of Assessment

The assessment payment check should be made out to "*Atmos Cities Steering Committee*" and mailed to Brandi Stigler, Atmos Cities Steering Committee, c/o Arlington City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

MEMORANDUM

TO: Atmos Cities Steering Committee

FROM: Jennifer Richie, Chair, Atmos Cities Steering Committee

DATE: January, 2020

RE: **Action Needed - 2020 Atmos Cities Steering Committee Membership Assessment Invoice**

On December 12, 2018, the Atmos Cities Steering Committee ("ACSC") held a quarterly meeting with representatives from Atmos Energy. During the meeting, the group held a discussion of upcoming natural gas issues and approved the assessment for ACSC membership. Using the population-based assessment protocol previously adopted by ACSC, the assessment for 2020 is a per capita fee of $0.05. This is the same amount as was adopted in 2019.

ACSC protects the authority of municipalities over the monopoly natural gas provider and defends the interests of the residential and small commercial customers within the cities. Cities are the only consumer advocates that work to keep natural gas rates reasonable. The work undertaken by ACSC has saved ratepayers millions of dollars in unreasonable charges. In order to continue to be an effective voice at the Railroad Commission, at the Legislature, and in the courts, ACSC must have your support. Please take action to pay the membership assessment as soon as possible. Payment of the membership assessment fee shall be deemed to be in agreement with the terms of the ACSC participation agreement.

Although ACSC does not require that your city take action by resolution to approve the assessment, some members have requested a model resolution authorizing payment of the 2020 membership assessment. To assist you in the assessment process, we have provided the following documents for your use:

- ACSC 2019 Year in Review
- Model resolution approving the 2020 assessment (optional, provided for those cities that have requested a resolution to authorize payment)
- Model staff report supporting the resolution
- List of Atmos Cities Steering Committee members
- 2020 Assessment invoice
- 2019 Assessment invoice and statement (only included if not yet paid)
- Blank member contact form to update the distribution lists

Please forward the membership assessment fee and, if applicable, the signed resolution to Brandi Stigler, Atmos Cities Steering Committee, c/o City Attorney's Office, Mail Stop 63-0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010. Checks should be made payable to: *Atmos Cities Steering Committee.*

If you have any questions, please contact ACSC Chair Person, Jennifer Richie (254/750-5688). ACSC's counsel, Geoffrey Gay (gmg@lglawfirm.com), and Thomas Brocato (tbrocato@lglawfirm.com) at 512/322-5857 are also available to assist you.

ACSC Cities (178 Members)

1. Abilene
2. Addison
3. Albany
4. Allen
5. Alvarado
6. Angus
7. Anna
8. Argyle
9. Arlington
10. Aubrey
11. Azle
12. Bedford
13. Bellmead
14. Benbrook
15. Beverly Hills
16. Blossom
17. Blue Ridge
18. Bowie
19. Boyd
20. Bridgeport
21. Brownwood
22. Bryan
23. Buffalo
24. Burkburnett
25. Burleson
26. Caddo Mills
27. Canton
28. Carrollton
29. Cedar Hill
30. Celeste
31. Celina
32. Centerville
33. Cisco
34. Clarksville
35. Cleburne
36. Clyde
37. College Station
38. Colleyville
39. Colorado City
40. Comanche
41. Commerce
42. Coolidge
43. Coppell
44. Corinth
45. Crandall
46. Cross Roads
47. Crowley
48. Dalworthington Gardens
49. Denison
50. Denton
51. DeSoto
52. Draper
53. Duncanville
54. Early
55. Eastland
56. Edgecliff Village
57. Emory
58. Ennis
59. Euless
60. Everman
61. Fairview
62. Farmers Branch
63. Farmersville
64. Fate
65. Flower Mound
66. Forest Hill
67. Forney
68. Fort Worth
69. Frisco
70. Frost
71. Gainesville
72. Garland
73. Garrett
74. Georgetown
75. Glenn Heights
76. Grand Prairie
77. Grapevine
78. Groesbeck
79. Gunter
80. Haltom City
81. Harker Heights
82. Haskell
83. Haslet
84. Hewitt
85. Highland Park
86. Highland Village
87. Honey Grove
88. Hurst
89. Hutto
90. Iowa Park
91. Irving
92. Justin
93. Kaufman
94. Keene
95. Keller
96. Kemp
97. Kennedale
98. Kerens
99. Kerrville
100. Killeen
101. Krum
102. Lakeside
103. Lake Dallas
104. Lake Worth
105. Lancaster
106. Lavon
107. Lewisville
108. Little Elm
109. Lorena
110. Madisonville
111. Malakoff
112. Mansfield
113. McKinney
114. Melissa
115. Mesquite
116. Midlothian
117. Murphy
118. Newark
119. Nocona
120. North Richland Hills
121. Northlake
122. Oak Leaf
123. Ovilla
124. Palestine
125. Pantego
126. Paris
127. Parker
128. Pecan Hill
129. Petrolia
130. Plano
131. Ponder
132. Pottsboro
133. Prosper
134. Quitman
135. Red Oak
136. Reno (Parker County)
137. Rhome
138. Richardson
139. Richland
140. Richland Hills
141. River Oaks
142. Roanoke
143. Robinson
144. Rockwall
145. Roscoe
146. Rowlett
147. Royse City
148. Sachse
149. Saginaw
150. Sansom Park
151. Seagoville
152. Sherman
153. Snyder
154. Southlake
155. Springtown
156. Stamford
157. Stephenville
158. Sulphur Springs
159. Sweetwater
160. Temple
161. Terrell
162. The Colony
163. Trophy Club
164. Tyler
165. University Park
166. Venus
167. Vernon
168. Waco
169. Watauga
170. Waxahachie
171. Westlake
172. Westover Hills
173. Westworth Village
174. Whitesboro
175. White Settlement
176. Wichita Falls
177. Woodway
178. Wylie

City of Arlington, c/o Atmos Cities Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste 300
MS #63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
1/7/2020	20-177

Bill To
Town of Northlake

Item	Population	Per Capita	Amount
2020 Membership Assessment	3,630	0.05	181.50

Please make check payable to: Atmos Cities Steering Committee and mail to Atmos Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste 300, MS #63-0300, Arlington, Texas 76010

Total $181.50

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JANUARY 27, 2020

REF. DOC. : FY 2020 ADOPTED CAPITAL BUDGET

SUBJECT: CONTRACT WITH HALFF ASSOCIATES FOR ENGINEERING DESIGN SERVICES RELATED TO RECONSTRUCTION OF OLD JUSTIN ROAD

STRATEGIC GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain and Improve Public Roadways (Council Goal)

BACKGROUND INFORMATION:

- Old Justin Road current estimated costs - $395,000
    - Engineers opinion of probable construction costs - $341,880
        - Reconstruct road from Faught Road to 1,800 feet east
        - Remove existing culvert and replace with properly sized and aligned culverts
        - Install sidewalk to connect Old Justin Road to Prairie View Drive
        - Relocate culvert and fire hydrant at sidewalk connection to Prairie View Drive
    - $53,120 for engineering services including:
        - Surveying
        - Geotechnical Engineering
        - Engineering Design
        - Construction Administration

COUNCIL ACTION:

- Approve contract with Halff Associates for design of Old Justin Road improvements in amount of $53,120

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 20-6

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH HALFF AND ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR RECONSTRUCTION OF OLD JUSTIN ROAD (FAUGHT TO 1800' EAST)

WHEREAS, the Town of Northlake issued $6,990,000 principal amount of certificates of obligation Series 2016; and

WHEREAS, the Town of Northlake has completed all projects as originally proposed in the Fiscal Year 2016-2017 Annual Budget; and

WHEREAS, the Town of Northlake projects were under the estimated amounts and the Town now possesses a surplus of funds to be use for street improvements; and

WHEREAS, the Town received a proposal from Halff Associates to perform engineering services for the design, survey, construction management and geotechnical for a specific project;

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

SECTION 1. The Town Administrator is hereby authorized to finalize and enter into a contract amendment with Halff and Associated whereby the Town will contract for engineering design services in an amount not to exceed $53,120 for the reconstruction of Old Justin Road (Faught Road to 1800' East)

PASSED AND APPROVED THIS THE 27TH DAY OF FEBRUARY 2020

TOWN OF NORTHLAKE, TEXAS

____
David Rettig, Mayor

ATTEST:

____
Shirley Rogers, Town Secretary

HALFF ASSOCIATES, Inc.
4000 Fossil Creek Boulevard
Fort Worth, Texas 76137
(817) 847-1422

CLIENT: Town of Northlake
PROJECT: Old Justin Road (Full-Depth Reclamation)
From Faught to 1,800 Feet East

FILE NAME: CE2020-02-18 OJR.xlsx
DATE: 2/18/2020
PREPARED BY: BLM
AVO: 31647

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Old Justin Road (Full-Depth Reclamation)					
1	Mobilization (Includes Bonds, Insurance, Move-In, Sanitary Facilities) Note: This item may not exceed 5% of the total bid amount	LS	1	$12,200.00	$12,200
2	Traffic Control	LS	1	$9,650.00	$9,650
3	General Site Preparation	STA	18	$80.00	$1,440
4	Joint Storm Water Pollution Prevention Plan	LS	1	$1,500.00	$1,500
5	Hydromulch Seeding	SY	2,000	$1.85	$3,700
6	Block Sodding	SY	344	$10.00	$3,444
7	Relocate Existing Tree	EA	2	$250.00	$500
8	Backfill Pavement Edges	STA	18	$150.00	$2,700
9	Unclassified Excavation	CY	584	$10.00	$5,837
10	2" Type "D" Asphalt	SY	4,843	$10.00	$48,430
11	4" Type "B" Asphalt	SY	4,843	$20.00	$96,860
12	6" Pulva-mixed Pavement S/G	SY	5,253	$8.50	$44,653
13	Concrete Sidewalk	SF	1,550	$6.50	$10,075
14	Barrier Free Ramps	EA	2	$1,500.00	$3,000
15	Relocate Fire Hydrant Assembly	EA	1	$4,000.00	$4,000
16	Pavement Markings and Signage	LF	1,800	$4.50	$8,100
17	Remove Existing Storm Drain	LF	32	$15.00	$480
18	2 - 7'x3 Reinforced Concrete Box Culverts	LF	32	$905.00	$28,960
19	Parallel Headwall for 2 - 7'x3 Reinforced Concrete Box Culverts	EA	2	$11,500.00	$23,000
20	Grouted Rock Riprap	SY	67	$100.00	$6,667
21	Construction Allowance	LS	1	$10,000.00	$10,000
				Subtotal	**$325,196**
				5% Contingency	**$16,260**
				Surveying and Engineering	**$53,120**
				Rounded Total	**$395,000**

This statement was prepared utilizing standard cost estimate practices. It is understood and agreed that this is an estimate only, and that Engineer shall not be liable to Owner or to a third party for any failure to accurately estimate the cost of the project, or any part thereof.

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 Meeting Minutes
Thursday, January 23, 2020
Chamber Room - 1500 Commons Circle, Suite 300 – Northlake, Texas 76226

1. Mayor David Rettig called the workshop to order at 6:30 pm, quorum present

Council Members present:	David Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson (arrived at 7:09 pm)
Staff present:	Drew Corn, Town Administrator; Nathan Reddin, Development Director; John Zagurski, Finance Director; Robert Crawford, Chief of Police; Sgt. Alex Arnold; Lora Hutchings, Development Services; Parwaiz Broker, Finance Dept; Tara Barton, Communications & Marketing Coordinator; and Shirley Rogers, Town Secretary
Consultants present:	Ashley Dierker and Bradley Anderle, Legal Counsel; Ben McGahey, PE, Town Engineer; Terry Moore, Legal Counsel with Messer Law Firm

Invocation given by Matthew Harding, Police Chaplain, Pastor of The Well Church Argyle
Mayor Rettig led the Pledge of Allegiance to US Flag

2. Special Recognition
   - Northlake Police Sergeant Alex Arnold was recognized by Chief Crawford for 10 years of service. Mayor Rettig presented him with a plaque
   - Permit Technician Lora Hutchings was recognized by Development Services Director Nathan Reddin for her 5 years of services. Mayor Rettig presented her with a plaque

3. Briefing Items
   A. Police Chief Robert Crawford reported the Police Department will be awarded funding for three AED units. Would like to have one for each patrol vehicle making a total of 10. Northlake partnered with the Denton County ESD & Argyle FD to collaborate for a grant thru CoServ

   B. Tara Barton updated the council on Northlake's Social Media Policy by including Instagram as an approved social media platform in the hope to promote public involvement and define and strengthen our identity. Northlake is wanting to distribute information in an efficient manner to residents and visitors as well as establish the Town's public image

C. Tara Barton updated the council on the 2020 Northlake Residents Survey which will promote public involvement, measure and track citizens satisfaction, define and strengthen our identity. Will maintain consistent question bank with minor edits to specific needs such as retail recruitment, land use, etc.

D. Nathan Reddin reported to the council on Short Term Rental Regulations – currently STR's are not allowed by right, only with approval of Specific Use Permit in any residential zoning district

E. Nathan Reddin gave an updated report on Ridgeview Estates Zoning Request (Minimum Lot Size) for the 33.61 acre proposed subdivision located in the ETJ of Northlake. Would contain 31-lot single family residential development with minimum lot size of .90 acres to max 1.2 acres. The developer was present to answer questions from the council

F. Nathan Reddin reported to the council on a request from property owner to rezone 11682 Cockleburr Road (RR to I). Will bring back for public hearing and request at the February 27th meeting

G. Mayor Rettig updated the council on the remaining 2016 Road Fund Projects which included: Cleveland Gibbs Road ROW, Strader/Holder base repair, Old Justin Road repaving, Cleveland Giibs @ FM 407 light and left turn lanes and Faught Road repairs

H. Mayor Rettig commented on Employee Compensation stating a salary survey was conducted in 2018 by a third party and included 12 municipalities. The analysis concluded the town was falling behind in market average. The Mayor's proposed budget included a 2.5% increase to the 2018 survey recommendations. Certain position classifications were found below market while others were at or slightly over the market. A majority of the increases occurred for entry level positions in Police and Public Works

I. John Zagurski gave the FY 20 Quarterly Investment Report

J. John Zagurski gave FY 20 Quarterly Budget Review, maintaining its strong fiscal position and the consumption of budgeted funds progressing at a normal pace

4. Mayor Rettig called the regular meeting to order at 8:22 pm, all council members present

5. Public Input
   - Tim Wright, resident of Northlake, commented to council he hoped the council would keep the Northlake residents as their primary focus when discussing the FM 407 Improvement Project Joint Support w City of Justin for Alignment, stated he was in favor of the joint resolution

   - Kyle Copp, City of Justin resident, stated he is landowner of 39 years on 12th Street affected by the alignment. Knows it's a tough decision for council to make and asked council to please consider the 11 families who may lose property to the alignment and devalue their property when making the decision to support the joint resolution

   - Tom Dudark, resident of Northlake, stated FM 407 was in great need of traffic relief, asked where to find the latest information for the proposed routes and asked where the right-of-way would come from. Would like to see more accurate information posted for the general public

   - Michael Savoie, resident of Northlake stated he supported a proposed route to the north of 12th Street at Drop Road FM 1384 which had been shown on the Northlake's Master Thoroughfare plan for years. There needs to be better information provided to the residents

- Joel McGregor, resident of Northlake stated he was against Short Term Rentals and would like to see the speed limit on IH35W frontage roads increased

6. Regular Items

K. Mayor Pro Tem Montini made the motion to approve Resolution No. 20-1 of the Town of Northlake adopting amendments to certain portions of the Town Council Rules of Order and Procedure to sections 2.1 c – cancellation of meetings; section 3.6 Standard Adjournment changed to deadline of 9:30 pm for Council action at a regular or special called meeting and section 7.12 Publications on behalf of Town has been deleted. 2nd by Council Member Sessions

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

L. Council Member Sessions made the motion to approve Resolution No. 20-2 of the Town Council of the Town of Northlake authorizing and calling a general municipal election to be held on Saturday, May 2, 2020 for the purpose of electing three citizens to Places 1, 2, & 3; authorizing the notice of election; authoring a joint election with other Denton County political subdivisions; authorizing the Town Administrator to enter in a contract with Denton County Texas for election services. 2nd by Council Member Simpson

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

M. Mayor Pro Tem Montini made the motion to approve Resolution No. 20-3 with the City of Justin for the Farm-to-Market 407 Improvement Project Joint Support for Alignment and Scope . 2nd by Council Member Sessions

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

N. No action taken on Case # FP-19-016 - Final Plat of Harvest Meadows Phase 5, a subdivision consisting of 220 single-family residential lots and 6 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 56.795-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the south side of Old Justin Road approximately 700 feet west of Cleveland-Gibbs Road. Harvest Meadows Phase 5, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor.

This final plat was filed with the Town of Northlake on January 16, 2020. The Town Council did not disapprove the final plat within 30 days of filing. Per Texas Local Government Code Section 212.009(a), this final plat is approved by the Town on February 15, 2020.

O. No action taken on Case # FP-19-017 - Final Plat of Harvest Phase 5, a subdivision consisting of 47 single-family residential lots and 1 non-residential/open space lot within the extraterritorial jurisdiction of the Town of Northlake on a 12.223-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin Road at Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor.

This final plat was filed with the Town of Northlake on January 13, 2020. The Town Council did not disapprove the final plat within 30 days of filing. Per Texas Local Government Code Section 212.009(a), this final plat is approved by the Town on February 12, 2020.

P. No action taken on Case # FP-19-006 - Final Plat of Harvest Phase 6A, a subdivision consisting of 36 single-family residential lots and 2 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 15.034-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin approximately 1,200 feet west of Harvest Way. Belmont 407, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor.

This final plat was filed with the Town of Northlake on January 2, 2020. The Town Council did not disapprove the final plat within 30 days of filing. Per Texas Local Government Code Section 212.009(a), this final plat is approved by the Town on February 1, 2020.

Q. No action taken on Case # FP-19-018 - Final Plat of Harvest Phase 6B, a subdivision consisting of 61 single-family residential lots and 4 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 13.740-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin approximately 400 feet west of Harvest Way. Belmont 407, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor.

This final plat was filed with the Town of Northlake on January 13, 2020. The Town Council did not disapprove the final plat within 30 days of filing. Per Texas Local Government Code Section 212.009(a), this final plat is approved by the Town on February 12, 2020.

R. No action taken on Case # SP-20-001 - Site Plan revision with a variance to drive-through stacking requirements, of Northlake Commons Phase 5, a proposed two-building, 17,770 square-foot commercial development on 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown, Inc. is the engineer/surveyor.

Applicant withdrew application and resubmitted on February 4, 2020 so that Site Plan may be considered at the February 27th Town Council Meeting.

S. Mayor Rettig tabled this item until next meeting - Ordinance No. 20-0123 altering the prima facie speed limit established for vehicles under the provisions of Transportation Code, Section 545.356 upon IH 35W Northbound Frontage Road or parts thereof, within the corporate limits of the Town of Northlake, Texas, as set out in this ordinance, providing a penalty of a fine not to exceed $200.00 for the violation of this ordinance.

T. Council Member Sessions made the motion to approve the Town Council Meeting Minutes of December 11, 2019. 2nd by Mayor Pro Tem Montini

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

U. Council Member Simpson made the motion to approve the Town Council Meeting Minutes of December 17, 2019. 2nd by Mayor Pro Tem Montini

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

V. Mayor Pro Tem Montini made the motion to approve the Hotel Conference Center Design Advisory Group Appointments as follows: Laney Feazell, Schluter Systems; Famer Brothers rep.; Shane Harris, Architect, RGA Architects; Angela Jacobs, Interior Designer, Jacobs & Associates and Kyle Garcia, Town Planner . 2nd by Council Member Lambert

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

W. Council Member Simpson made the motion to approve the 2020 Census Complete Count Committee Appointments as follows: Mayor David Rettig and Staff Members Tara Barton and Shirley Rogers. 2nd by Council Member Sessions

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

X. Mayor Pro Tem Montini made the motion to approve Northlake resident Brant Deranger to the Economic Development Corporation Board of Directors. 2nd by Council Member Lambert

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

Y. Mayor Pro Tem Montini made the motion to approve cancelling the February 13th and March 12th meetings. 2nd by Council Member Hardeman

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

Z. Mayor Pro Tem Montini made the motion to approve Resolution No. 20-4 for revisions to the Social Media Guidelines. 2nd by Council Member Lambert

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

7. By general consent, the council convened into Executive Session at 9:33 pm to discuss the following items below:

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

a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

   (i) Legal advice on any matter related to any posted agenda item; or
   (ii) Legal advice related to Ridgeview Estates development options; or
   (iii) Pending or contemplated litigation; or
   (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651; or
   (v) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
   (vi) Potential litigation related to Eagleton and Applewood road failures; or
   (vii) Potential litigation related to Dale Earnhardt Way road failures; or
   (viii) Interlocal agreement between Town and City of Fort Worth executed on August 6, 1997.

b. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of Town Attorney

c. Section 551.074 authorizes certain deliberations about officers and employees of the governmental body to be held in executive session. The Town Council may adjourn into executive session for deliberation regarding Town Administrator Compensation

By general consent, Mayor Rettig reconvene the council into open session at 10:53 pm

8. Open Session - no action taken from the result of closed session
9. Mayor Rettig adjourned the meeting at 10:53 pm

Passed and approved on this the 27th day in February 2020

Town of Northlake, Texas

____
David Rettig, Mayor

Attest:

____
Shirley Rogers, Town Secretary

TIRZ 1

Agenda Item 6

NOTICE OF MEETING

BOARD OF DIRECTORS

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE

THURSDAY, FEBRUARY 27, 2020

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 February 27, 2020 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. Consider adoption of resolution approving an amendment(s) to Project Plan for the Zone
3. Adjourn the meeting

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true, full and correct copy of a notice that was posted on a bulletin board located at a place at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake Texas 76226, convenient to the public at all times at 5:00 pm on February 20, 2020

Shirley Rogers

Shirley Rogers
Town Secretary

RESOLUTION NO. TIRZ NO. 1-05

A RESOLUTION OF THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS, ADOPTING AN AMENDMENT TO THE PROJECT AND FINANCING PLAN FOR TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on December 10, 2015, the Town Council of the Town Of Northlake, Texas (the "Town") held a public hearing on the creation of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), at which a preliminary Project and Financing Plan for the Zone was presented to the Town Council;

WHEREAS, on December 10, 2015, the Town Council adopted "An Ordinance of the Town Of Northlake, Texas, Designating and Creating a Tax Increment Financing Reinvestment Zone to be entitled "Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas," on approximately 514 acres of land generally located on the east side of Cleveland Gibbs Road, approximately 1200 feet north of FM 1171; providing for the establishment a board of directors and a tax increment fund for such reinvestment zone; providing a repealing clause; providing a severability clause; and providing an effective date";

WHEREAS, this Board of Directors reviewed the Project and Financing Plan and found and determined that the projects set forth in the Project and Financing Plan will provide infrastructure and facilities that will enhance and promote the development and redevelopment of the Zone and will enhance property values in the Zone; and

WHEREAS, this Board of Directors finds and determines that the Project and Financing Plan should be amended to remove a component of the project as outlined herein;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS:

Section 1. The Board of Directors finds that all matters stated in the preamble of this resolution are true and correct and are incorporated into the body of this resolution.

Section 2. The amended Project and Financing Plan (attached hereto as Exhibit A) in the form and substance attached hereto and incorporated herein, is hereby approved.

Section 3. This resolution is effective on the date of passage by the Board of Directors

DULY PASSED AND APPROVED BY THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS on this 27th day of February, 2020.

____
David Rettig, Chairman, Board of Directors

ATTESTED TO:

____
Jimmy Lambert, Secretary, Board of Directors

EXHIBIT A

Amended Project and Financing Plan
(see attached)

TAX INCREMENT REINVESTMENT ZONE NUMBER 1
TOWN OF NORTHLAKE, TEXAS

PROJECT AND FINANCING PLAN

Overview

Tax increment financing is an economic development tool available for an area designated by a Town as a reinvestment zone to pay for (i) public works within such zone; (ii) public improvements within such zone; (iii) programs to foster economic development within the zone, including programs created pursuant to Chapter 380, Texas Local Government Code, and (iv) costs and expenses related to the foregoing. Project Costs are eligible to be paid from (i) increased ad valorem taxes collected by the taxing units participating in the zone and (ii) increased local sales and use taxes collected by the participating taxing units within the zone and attributable to new development in the zone.

The Town is creating the reinvestment zone designated as "Reinvestment Zone Number One, Town of Northlake, Texas" (the "Zone") to promote economic development that, but for the creation of the Zone, would not otherwise occur through private development. The Zone encompasses approximately 513.743 acres generally located at east side of Cleveland Gibbs Road, approximately 1200 feet north of FM 1171, as more particularly described in Exhibit A. The plan for the Zone is to capture the incremental ad valorem tax revenue generated from the development of land within the Zone which has development potential but has remained undeveloped, vacant and under used. The incremental ad valorem tax revenue can then be applied to targeted projects that will enhance the development of the Zone and benefit the Town of Northlake (the "Town") and Denton County.

The Town has determined that development of the Zone will not occur solely through private investment in the foreseeable future. Additionally, the Town has determined that the Zone substantially impairs the growth of the Town because the Zone is predominately open and undeveloped and because of inadequate drainage and a creek and flood plain that bisects the property, lack of infrastructure and access from a major thoroughfare and other facilities that would enable or attract development or redevelopment of the area, and because of other development factors such as the need for essential public infrastructure to attract new business and commercial activity to the Zone for the purpose of providing long-term economic benefits including, but not limited to, increases in the real property tax base for all taxing units within the Zone, increases in sales and use tax for the Town and the State of Texas, and increased job opportunities for residents of the Town, the County, and the region.

The Canyon Falls Project will be a mixed-use master planned community including commercial, office and residential development together with landscaping, parks and open space areas. The convenient location of the Project and the proposed public improvements and amenities are expected to draw residents to the Town and other visitors to the Project and stimulate the economic development and redevelopment of the Zone.

The public improvements to be funded by the Zone described in this project and financing plan will be constructed and installed in the initial phase that will commence immediately upon the creation of the Zone. As the Zone develops, additional improvements may be funded by Zone in subsequent phases.

The Zone is created pursuant to Chapter 311, Texas Tax Code for a term of 25 years (unless terminated earlier as described herein), with boundaries conforming to the legal description in Exhibit A hereto. Tax increments dedicated to the TIF Fund will be used to facilitate development of the Zone, whether by reimbursing expenses for public improvements or paying debt service on Zone Obligations issued for public improvements.

Definitions

"*Captured Appraised Value*" means the total taxable value of all real property taxable by the Town located in the Zone for each year less the Tax Increment Base.

"Construction Costs" means the costs and expenses paid or incurred as approved by the Town Administrator pursuant to an approved project funding or construction agreement in connection with the design and construction of the Trail System Improvements including, but not limited to, costs for: (i) designing, planning, constructing, acquiring, and installing the Trail System Improvements, (ii) labor, materials, and payment and performance bonds for Trail System Improvements, and (iii) architectural, engineering, and insurance premiums related to the Trail System Improvements. Construction Costs do not include cost of financing, interest on loans for construction, internal management fees, capitalized interest, reserve accounts, and costs of acquisition of easements or right-of-way.

"Interest" means 3.75% simple interest on Qualified Construction Costs that have not been reimbursed to the Developer.

"*Project Costs*" means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the Town necessary for public works, public improvements, programs, or other projects benefiting the Zone, plus other costs incidental to those expenditures and obligations, all as described in the Act.

"*Qualified Construction Costs*" means Construction Costs for Trail System Improvements that have been dedicated to and accepted by the Town.

"*Tax Increment*" for a taxing unit participating in the Zone means (i) the amount of ad valorem taxes levied and assessed by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone or (ii) the amount of ad valorem taxes levied and collected by the unit for that year on the captured appraised value of real property taxable by the unit and located in the Zone.

"*Tax Increment Base*" for a taxing unit participating in the Zone means the total taxable value of all real property taxable by the unit and located in the Zone for the tax year 2015.

"*Zone Obligations*" means bonds, notes, certificates of obligation, or any other evidence of indebtedness authorized to be issued by the Town, whether or not secured by

Set forth below is the project and financing plan for the Zone incorporating, as set forth in Section 311.011, Texas Tax Code, as amended (the "Tax Increment Financing Act"), the following elements:

1. A detailed list describing the estimated project costs of the Zone, including administrative expenses.

$5,350,000 in improvements and land acquisition are expected to be constructed and acquired for the Zone. A detailed list of improvements is found in Section 2.

Annual administrative expenses of the Zone are estimated at $30,000 per year.

Operation, repair and maintenance costs of the trail system and park and recreational facilities described below.

2. A statement listing the kind, number and location of all proposed public works or public improvements in the Zone.

The proposed public improvements in the Zone fall into the following general categories:

a. Trail System and Park and Recreational Facilities
b. Street and Road Improvements.

The estimated costs of each item and a brief description of each project follow:

<u>Trail System and Park and Recreational Facilities</u>	<u>Amount/Funding Source</u>
As Described Below	$ 4,040,245/Zone

The trail system and park and recreational facilities are expected to include pedestrian bridge crossing and trailhead parking; playgrounds, splash pads and outdoor classrooms; pet parks and workout stations and restrooms; lighting, signage and emergency phones.

The costs of the trail system and park and recreational facilities are project costs of the Zone. NASH Canyon Falls, LLC ("Developer") will construct the trail system and park and recreational facilities and will be reimbursed from tax increments as described in Section 6, below.

Project costs of the Zone will include operation, repair and maintenance costs of the trail system and park and recreational facilities as needed.

3. A map showing existing uses and conditions of real property in the Zone and a map showing proposed improvements to and proposed uses of the property.

The maps showing the proposed improvements proposed uses of the property are included as part of this Plan with each map showing different improvements to be carried out as part of the project. The content of the maps are as follows:

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan

4. An economic feasibility study.

An economic feasibility analysis is attached as Exhibit B. The adoption and approval of this Project and Financing Plan by the Town Council constitutes a finding by the Town Council that this Project and Financing Plan is feasible.

5. The time when related costs or monetary obligations are to be incurred.

Administrative costs will incur upon creation of the Zone.

Construction of the street and road improvements is expected to commence in 2018 and be completed in 2020.

Construction and installation of the trail system and park and recreational facilities is expected to commence in 2016 and be constructed in phases as the Zone develops.

Operation, repair and maintenance costs will be incurred as needed.

6. A description of the methods of financing all estimated project costs and the expected sources of revenue to finance or pay project costs, including the percentage of tax increment to be derived from ad valorem taxes of each taxing unit on real property in the Zone.

The project costs described above, as well as any debt service on obligations issued to fund said costs and any debt issued to refund said obligations, shall be project costs of the Zone, and will be paid from ad valorem tax increment revenues derived from the real property within the Zone.

The Town of Northlake's participation in the payment of Project Costs will be an annual amount equal to the ad valorem tax revenues actually collected in the Zone from a $0.0909 tax rate ("TIRZ Revenue"). No other taxing units are expected to participate in the Zone.

TIRZ Revenues will be applied in the following order of priority:

A. Annual Administrative Expenses. Each year the Board of Directors of the Zone will prepare a budget for the administration of the Zone and submit the budget to the Town Council for approval.

B. Operation, Repair and Maintenance Costs of the Trail System and Park and Recreational Facilities. It is anticipated that a property owners association ("POA") will repair and maintain the trail system and park and recreational facilities. In the event that the POA does not provide for or fund such repair and maintenance, the Board of Directors of the Zone may prepare a budget for the payment of such costs and submit the budget to the Town Council for approval.

C. Reimbursement to the Town for any funds, other than as provided through the issuance of debt obligations described in 3, above, provided by the Town for the payment of project costs for the trail system and park and recreational facilities and/or street and road improvements.

D. Reimbursement to the Developer for Qualified Construction Costs.

The Town may establish one or more public improvement districts within the Zone to fund certain public improvements in the Zone and related maintenance costs, as determined by the Board and the Town. Assessments levied against owners of property within the public improvements district will be used as the source of funding for such expenses. The assessment revenues will not be used as a source of funding for the construction and installation of the Zone projects.

The Board of Directors of the Zone, subject to the approval of the Town Council, may establish and provide for the administration of one or more Chapter 380 programs that the Board of Directors determines are necessary or convenient to implement and achieve the purposes of this Project and Financing Plan, which programs are for the public purposes of developing and diversifying the economy of the Zone and developing business and commercial activity within the Zone.

The purposes of a program may include: (i) to acquire, construct, install and equip infrastructure and other improvements that will encourage and promote the development of the Zone; (ii) to provide land, buildings and other improvements for lease, sale or other means authorized by law to public and private entities in connection with the development of the Zone; (iii) to accept contributions, gifts or other resources pursuant to Section 380.001 of the Local Government Code, for the purpose of developing and administering the Program; (iv) to make grants or loans of public money under Section 380.002 of the Local Government Code, provided that each such grant promotes (a) development and diversification of the economy of the State; (b) elimination of unemployment or underemployment in the state; or (c) development or expansion of commerce in the state; (v) to provide matching funds under Section 380.003 of the Local Government Code for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the Program; (v) to generate funds to fund the purposes of the Program through the establishment of public-private partnerships, contracts with private or public entities or obtaining grants, or other sources of funds available for development within the Zone.

A program may be funded through (i) the Town's annual budget process utilizing any legally available source of funds, (ii) funds described in the preceding paragraph, and (iii) any legal indebtedness as authorized by State law and the Town Charter.

7. The current total appraised value of the taxable real property in the Zone.

The total appraised value of the taxable real property in the Zone as of January 1, 2015, was $4,168,456 and is currently estimated to be $15,000,000.

8. The estimated captured appraised value of the Zone during each year of its existence.

The estimated value of the Zone assumes a conservative annual growth in the appraised value of 1.5% through estimated build-out of the Zone. No annual growth is assumed after build-out.

A conservative approach was taken in estimating the captured appraised value of real property in the Zone. The captured appraised value in the Zone is based on the construction cost of the initial private development projects. As additional development occurs in the Zone, the tax increment revenue from the increased captured appraised value will be available to fund additional projects in the Zone. Set forth in Exhibit C are the estimates of the captured appraised value for the duration of the Zone.

9. The duration of the Zone.

The Zone was created on December 10, 2015. The termination of the Zone is established as either December 31, 2040, or the date when all project costs are paid and all debt is retired, whichever comes first.

10. Proposed changes of zoning ordinances, the master plan of the municipality, building codes and other municipal ordinances.

At this time, the Town does not foresee any changes to zoning ordinances, the master plan, building codes or other municipal ordinances as a result of the creation of the Zone.

11. A list of estimated non-project costs.

Non-project costs within the Zone are those development costs not paid by the Zone.
Non-Project Related Costs

Developer –

Streets	$22,672,000
Wastewater Infrastructure	$7,285,000
Water Infrastructure	$9,332,000
Drainage	$10,284,000

13. A statement of a method of relocating persons to be displaced as a result of implementing the Zone.

There are no persons that are expected to be displaced as a result of implementing this project and financing plan.

EXHIBIT A

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Property Description and Acreage

(See attached)

Total Acreage in TIRZ: Approximately 513.743 acres

EXHIBIT 'A'

Property Legal Description

PARCEL 1
BEING a tract of land situated in the M.E.P. & P.R.R. SURVEY, Abstract No. 913, F. THORNTON SURVEY, Abstract No. 1244, J. WILBURN SURVEY, Abstract No. 1416 and the W, LOVE SURVEY, Abstract No 728 and being a portion of a tract of land described in a deed to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a capped 1/2 inch iron rod found at the most northwesterly corner of a tract of land conveyed to Mark Wayne Judge, and wife Mary Abb Judge as recorded in Volume 4144, Page 2082 of the Deed Records of Denton County, Texas, said iron rod being in the easterly line of a tract of land described in a deed to Frances McLendon Ewing as recorded in Volume 1552, Page 949 of the Deed Records of Denton County, Texas;

THENCE departing the northerly line of said Judge tract and along the easterly line of said Ewing tract North 00 degrees 11 minutes 50 seconds West along a barb wire fence a distance of 1952.92 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE along a barb wire fence South 89 degrees 47 minutes 00 seconds West a distance of 1915.00 feet to a point for corner, said point being the most southwesterly corner of a tract of land described in a deed to D.W. Coin, and wife Christine Coin as recorded in Volume 543, Page 552 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees 10 minutes 41 seconds East a distance of 309.79 feet to a point for corner, said point being the most southeasterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas;

THENCE South 89 degrees 41 minutes 51 seconds West a distance of 1014.76 feet to a point being the approximate centerline of CLEVELAND-GIBBS ROAD, said point being the most southwesterly corner of a tract of land described in a deed to Earl Bates, and wife Linda Bates as recorded in Volume 4511, Page 1091 of the Deed Records of Denton County, Texas

THENCE along the approximate centerline of as CLEVELAND-GIBBS ROAD as follows:

> North 00 degrees 50 minutes 38 seconds West a distance of 2661.41 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.L." for corner;

North 13 degrees 52 minutes 34 seconds West a distance of 622.96 feet to a Pk. Nail set in asphalt pavement for corner, said point being set in the southeasterly right of way of INTERSTATE 35W (variable width right of way);

THENCE departing the approximate centerline of said CLEVELAND-GIBBS ROAD and along the southeasterly right of way line of said INTERSTATE 35W as follows:

North 76 degrees 38 minutes 20 seconds East a distance of 17.12 feet to a TXDOT Concrete Monument found for corner;

North 07 degrees 07 minutes 32 seconds East a distance of 75.37 feet to a 1/2 inch iron rod found with a red plastic cap stamped "W.A.I." for corner;

North 14 degrees 35 minutes 00 seconds West a distance of 160.00 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 16 minutes 22 seconds West a distance of 217.85 feet to a point for corner in a tree;

South 89 degrees 50 minutes 59 seconds West a distance of 16.77 feet to a 1/2 inch iron rod found for corner;

North 19 degrees 53 minutes 02 seconds West a distance of 6.25 feet to a TXDOT Concrete Monument found for corner;

North 89 degrees 18 minutes 04 seconds West a distance of 57.52 feet to a TXDOT Concrete Monument found for corner;

North 65 degrees 41 minutes 08 seconds West a distance of 136.61 feet to a TXDOT Concrete Monument found for corner;

North 21 degrees 50 minutes 31 seconds West passing through a TXDOT Concrete Monument at a distance of 248.70 feet continuing in all a distance of 528.90 feet to a TXDOT Concrete Monument found for corner;

North 23 degrees 23 minutes 04 seconds East a distance of 743.70 feet to a broken TXDOT Concrete Monument found for corner;

THENCE departing the southeasterly Right of way line of said INTERSTATE 35W and the boundary of said WS-DCF tract, South 65 degrees 00 minutes 44 seconds East a distance of 53.75 feet to a point;

THENCE South 79 degrees 52 minutes 55 seconds East a distance of 79.02 feet to a point;

THENCE South 36 degrees 04 minutes 13 seconds East a distance of 57.79 feet to a point;

THENCE South 49 degrees 13 minutes 18 seconds East a distance of 75.64 feet to a point;

THENCE South 33 degrees 16 minutes 34 seconds East a distance of 129.42 feet to a point;

THENCE South 47 degrees 32 minutes 46 seconds East a distance of 148.50 feet to a point;

THENCE North 52 degrees 22 minutes 49 seconds East a distance of 122.04 feet to a point;

THENCE South 57 degrees 39 minutes 05 seconds East a distance of 175.61 feet to a point;

THENCE South 65 degrees 17 minutes 02 seconds East a distance of 102.00 feet to a point;

THENCE South 65 degrees 52 minutes 50 seconds East a distance of 137.84 feet to a point;

THENCE South 25 degrees 30 minutes 44 seconds East a distance of 21.57 feet to a point;

THENCE South 75 degrees 56 minutes 40 seconds East a distance of 190.64 feet to a point;

THENCE South 06 degrees 00 minutes 35 seconds East a distance of 106.22 feet to a point;

THENCE South 51 degrees 55 minutes 01 seconds East a distance of 86.44 feet to a point;

THENCE South 38 degrees 09 minutes 57 seconds West a distance of 70.06 feet to a point;

THENCE South 48 degrees 39 minutes 12 seconds East a distance of 223.88 feet to a point;

THENCE South 50 degrees 06 minutes 11 seconds West a distance of 120.96 feet to a point;

THENCE South 43 degrees 24 minutes 51 seconds East a distance of 105.51 feet to a point;

THENCE North 70 degrees 23 minutes 39 seconds East a distance of 85.98 feet to a point;

THENCE South 72 degrees 26 minutes 07 seconds East a distance of 194.40 feet to a point;

THENCE South 26 degrees 04 minutes 56 seconds East a distance of 66.32 feet to a point;

THENCE North 76 degrees 45 minutes 20 seconds East a distance of 95.93 feet to a point;

THENCE South 21 degrees 01 minutes 34 seconds East a distance of 76.45 feet to a point;

THENCE North 74 degrees 58 minutes 21 seconds East a distance of 72.63 feet to a point;

THENCE South 15 degrees 09 minutes 21 seconds West a distance of 40.94 feet to a point;

THENCE South 69 degrees 04 minutes 56 seconds East a distance of 56.47 feet to a point;

THENCE South 0 degrees 18 minutes 54 seconds East a distance of 10.99 feet to a point;

THENCE North 89 degrees 41 minutes 06 seconds East a distance of 3557.42 feet to a point;

THENCE South 00 degrees 11 minutes 32 seconds East a distance of 3470.57 feet to a fence post found for a corner of said WS-DCF tract, being the northwest corner of a tract of land described in deed to La Estancia Investments LP LLC as recorded in Clerk's File No. 2008-137045 of the Real Property Records of Denton County, Texas;

THENCE along the west line of said La Estancia tract South 00 degrees 09 minutes 38 seconds East a distance of 1233.16 feet to a point;

THENCE departing the west line of said La Estancia Investments LP tract South 89 degrees 56 minutes 55 seconds West 1195.75 feet to a point;

THENCE South 09 degrees 22 minutes 38 seconds West a distance of 1186.29 feet to a point lying in the northerly right-of-way of F .M. 1171;

THENCE South 85 degrees 42 minutes 31 seconds West a distance of 4.69 feet to a point lying in the northerly right-of-way of F .M. 1171;

North 70 degrees 03 minutes 52 seconds West a distance of 300.55 feet to a 1/2 inch iron rod set for corner in the easterly line of said Judge tract;

THENCE along the easterly line of said Judge tract as follows:

North 01 degrees 36 minutes 39 seconds West a distance of 193.42 feet to a capped 1/2 inch iron rod found for corner;

North 06 degrees 39 minutes 53 seconds West a distance of 225.22 feet to a capped 1/2 inch iron rod found for the most northeasterly corner of said Judge tract;

THENCE along the northerly line of said Judge tract North 89 degrees 53 minutes 09 seconds West a distance of 313.03 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 504.01 acres or (21,954,637 square feet) of land more or less.

PARCEL 2

BEING a tract of land situated in the W. LOVE SURVEY, Abstract No. 728 and being a portion of a tract of land conveyed as to WS-DCF, LLC as recorded in Clerk's File No. 2012-82463 of the Real Property Records of Denton County, Texas and being more particularly described as follows:

BEGINNING at a 5/8" iron rod found at the intersection of the common line of a tract of land conveyed as Frances McLendon Ewing as recorded in Volume 1552, Page 949 (DRDCT) and the said WS-DCF, LLC tract and the southerly Right-of-Way line of F.M. 1171 (a variable width Right-of-Way);

THENCE along the southerly Right-of-Way line of said F.M. 1171 as follows;

> South 70 degrees 26 minutes 57 seconds East a distance of 566.97 feet to a wood TXDOT monument found for corner;
> South 30 degrees 14 minutes 30 seconds East a distance of 104.77 feet to a wood TXDOT monument found for corner;
> South 72 degrees 20 minutes 40 seconds East passing through a wood TXDOT monument found at a distance of 145.00 feet and passing through a wood TXDOT monument found at a distance of 253.46 feet continuing in all a distance of 481.12 feet to a wood TXDOT monument found for corner;
> North 76 degrees 49 minutes 52 seconds East a distance of 137.79 feet to a wood TXDOT monument found for corner;
> South 72 degrees 30 minutes 25 seconds East a distance of 593.69 feet to a 1/2 inch iron rod found for corner, said point being found in the northerly line of said Ewing tract;

THENCE along the northerly line of said Ewing tract and along a barb wire fence as follows;
North 89 deg 52 min 19 sec West a distance of 1739.14 feet to a wood fence post found for corner;
North 00 deg 40 min 21 sec West a distance of 577.16 feet to the POINT OF BEGINNING;

CONTAINING within these metes and bounds 10.287 acres or 448,116 square feet of land more or less.

EXHIBIT B

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Economic Feasibility Analysis

EXHIBIT _
Economic and Financial Analysis

A	B	C	D	E	F	G	H
Category	Qty	Estimated Paper Lot UNIT Value	Estimated Finished Lot UNIT Value	Estimated Completed Home/Comm. UNIT Value	Estimated TOTAL Paper Lots Value	Estimated TOTAL FInished Lots Value	Estimated TOTAL Completed Homes/Comm. Value
50' Value Developed Lots	257	$27,300	$54,600	$273,000	$ 7,016,100	$ 14,032,200	$ 70,161,000
50' Value Paper Lots	220	$27,300	$54,600	$273,000	6,006,000	12,012,000	60,060,000
50' Amenity	99	$27,300	$54,600	$273,000	2,702,700	5,405,400	27,027,000
60' Value Developed Lots	140	$33,000	$66,000	$330,000	4,620,000	9,240,000	46,200,000
60' Value Paper Lots	145	$33,000	$66,000	$330,000	4,785,000	9,570,000	47,850,000
60' Amenity	22	$33,000	$66,000	$330,000	726,000	1,452,000	7,260,000
70' Value Developed Lots	48	$40,000	$80,000	$400,000	1,920,000	3,840,000	19,200,000
70' Value Paper Lots	16	$40,000	$80,000	$400,000	640,000	1,280,000	6,400,000
70' Amenity	44	$40,000	$80,000	$400,000	1,760,000	3,520,000	17,600,000
80' Value Developed Lots	14	$48,800	$97,600	$488,000	683,200	1,366,400	6,832,000
80' Value Paper Lots	30	$48,800	$97,600	$488,000	1,464,000	2,928,000	14,640,000
	1,035				$ 32,323,000	$ 64,646,000	$ 323,230,000
North Lake MU 2	136,866 sq ft	$10.45	$20.91	$104.53	$ 1,430,620	$ 2,861,241	$ 14,306,204
North Lake MU 1	89,646 sq ft	$10.45	$20.91	$104.53	937,052	1,874,104	9,370,518
North Lake MU 9	232,698 sq ft	$10.45	$20.91	$104.53	2,432,328	4,864,656	24,323,278
	459,210 sq ft				$ 4,800,000	$ 9,600,000	$ 48,000,000
North Lake MF 1	499 units	$6,613	$13,226	$66,132	$ 3,300,000	$ 6,600,000	$ 33,000,000

SINGLE FAMILY (50' / 60' / 70' / 80' Lots)

Weighted Average Projected Paper Lot Value.................... $31,230

Weighted Average Projected Lot Taxable Value.................... $62,460

Weighted Average Projected Home Taxable Value.................... $312,300

Commercial Tracts (MU 2, MU 1, MU 9)

Weighted Average Projected Paper Tract Value.................... $10.45

Weighted Average Projected Finished Tract Taxable Value.................... $20.91

Weighted Average Projected Completed Taxable Value $104.53

NOTES:
Input Data as provided by the Developer as of August 10, 2015. Avg. Lot and Home Prices calculated at the projected project life values.
Home Prices projected to start at $273,000 - $488,000.
1 acre = 43,560 sq. ft.
Commercial Tracts assume an average of 20% floor to area.
Developer believes the estimated value for MF 1 to $5 mm .
The acreage might be used for a multi-familiy development or it might be converted into lots for homes.

Economic and Financial Analysis

A	B	C	D	E	F	G	H	I	J	K	L	M
								TIRZ Cash Flow Reimbursement Scenario				
Tax Year	TIRZ Year	Property Taxes Due 31-Jan	***Estimated* TOTAL Taxable Value**	**Town's Ad Valorem Tax Revenue at $0.2950 Current Tax Rate**	**Town's Tax Rate TIRZ Participation *$0.0909***	***Cumulative Town's Tax Rate TIRZ Participation***	***Present Value of TIRZ Rev at 3.75% Discount Rate (1)***	***TIRZ Admin Expenses***	**Project Funds Required(2)**	**TOTAL Reimbursement Gross Payments(3)**	***Cumulative Reimbursement Gross Payments (3)***	**Year Ending TIRZ Fund Liability(4)**
2016	1	2017	**$ 70,747,283**	$ 208,704	**$ 64,328**	*$ 64,328*	*$ 62,003*	*$ 30,000*	*$ 737,741*	$ 34,328	*$ 34,328*	$ (703,413)
2017	2	2018	**112,065,462**	330,593	**101,898**	*166,226*	*94,665*	*30,000*	*1,376,736*	71,898	*106,226*	(2,034,629)
2018	3	2019	**154,735,963**	456,471	**140,697**	*306,923*	*125,985*	*30,000*	*1,404,270*	110,697	*216,923*	(3,404,501)
2019	4	2020	**211,831,175**	624,902	**192,611**	*499,534*	*166,238*	*30,000*	*725,683*	162,611	*379,534*	(4,095,241)
2020	5	2021	**309,275,825**	912,364	**281,215**	*780,749*	*233,936*	*30,000*	*1,104,081*	251,215	*630,749*	(5,101,679)
2021	6	2022	**363,170,573**	1,071,353	**330,220**	*1,110,969*	*264,773*	*30,000*	-	300,220	*930,969*	(4,992,772)
2022	7	2023	**397,666,963**	1,173,118	**361,586**	*1,472,555*	*279,444*	*30,000*	-	331,586	*1,262,555*	(4,848,415)
2023	8	2024	**429,219,540**	1,266,198	**390,276**	*1,862,831*	*290,715*	*30,000*	-	360,276	*1,622,831*	(4,669,955)
2024	9	2025	**445,184,469**	1,313,294	**404,792**	*2,267,623*	*290,629*	*30,000*	-	374,792	*1,997,623*	(4,470,286)
2025	10	2026	**456,837,946**	1,347,672	**415,388**	*2,683,012*	*287,457*	*30,000*	-	385,388	*2,383,012*	(4,252,533)
2026	11	2027	**456,837,946**	1,347,672	**415,388**	*3,098,400*	*277,067*	*30,000*	-	385,388	*2,768,400*	(4,026,614)
2027	12	2028	**456,837,946**	1,347,672	**415,388**	*3,513,789*	*267,053*	*30,000*	-	385,388	*3,153,789*	(3,792,224)
2028	13	2029	**456,837,946**	1,347,672	**415,388**	*3,929,177*	*257,400*	*30,000*	-	385,388	*3,539,177*	(3,549,044)
2029	14	2030	**456,837,946**	1,347,672	**415,388**	*4,344,566*	*248,097*	*30,000*	-	385,388	*3,924,566*	(3,296,744)
2030	15	2031	**456,837,946**	1,347,672	**415,388**	*4,759,954*	*239,129*	*30,000*	-	385,388	*4,309,954*	(3,034,984)
2031	16	2032	**456,837,946**	1,347,672	**415,388**	*5,175,343*	*230,486*	*30,000*	-	385,388	*4,695,343*	(2,763,407)
2032	17	2033	**456,837,946**	1,347,672	**415,388**	*5,590,731*	*222,155*	*30,000*	-	385,388	*5,080,731*	(2,481,647)
2033	18	2034	**456,837,946**	1,347,672	**415,388**	*6,006,119*	*214,126*	*30,000*	-	385,388	*5,466,119*	(2,189,320)
2034	19	2035	**456,837,946**	1,347,672	**415,388**	*6,421,508*	*206,386*	*30,000*	-	385,388	*5,851,508*	(1,886,031)
2035	20	2036	**456,837,946**	1,347,672	**415,388**	*6,836,896*	*198,926*	*30,000*	-	385,388	*6,236,896*	(1,571,368)
2036	21	2037	**456,837,946**	1,347,672	**415,388**	*7,252,285*	*191,736*	*30,000*	-	385,388	*6,622,285*	(1,244,906)
2037	22	2038	**456,837,946**	1,347,672	**415,388**	*7,667,673*	*184,806*	*30,000*	-	385,388	*7,007,673*	(906,202)
2038	23	2039	**456,837,946**	1,347,672	**415,388**	*8,083,062*	*178,126*	*30,000*	-	385,388	*7,393,062*	(554,796)
2039	24	2040	**456,837,946**	1,347,672	**415,388**	*8,498,450*	*171,688*	*30,000*	-	385,388	*7,778,450*	(190,212)
2040	25	2041	**456,837,946**	1,347,672	**415,388**	*8,913,839*	*165,482*	*30,000*	-	190,212	*7,968,663*	-
				$ 28,919,748	**$ 8,913,839**		***$ 5,348,511***	***$ 750,000***	**$ 5,348,511**	**$ 7,968,663**		

(1) 3.75% present value discount rate represents the estimated cost of funds for the Town of Northlake. Calculation is used to derive the Town's tax rate participation.

(2) The Project Funds Required are inflated at 2% per annum.

(3) NOT DISCOUNTED.

(4) TIRZ Fund liabilities accrue interest at the 3.75% Town's discount rate. Year end laibilities are calculated as follows: prior year liability plus 3.75% interest, plus new project funds required, less net TIRZ cash flow.

EXHIBIT C

Town of Northlake, Texas

Proposed Tax Increment Reinvestment Zone No. 1
Captured Appraised Value

EXHIBIT _

Captured Appraised Value

A	B	C	D	E	F	G	H	I	J	K
		Property	***SINGLE FAMILY***			***MULTI-FAMILY***		***COMMERCIAL***		***Estimated*** **TOTAL**
Tax Year	TIRZ Year	Taxes Due 31-Jan	Land Value	Lot Value	Completed Home Value	Land Value	Completed Value	Land Value	Completed Value	**Taxable Incremental Value**
2016	1	2017	$ 22,610,485	$ 14,272,088	$ 25,764,710	$ 3,300,000	$ -	$ 4,800,000	$ -	**$ 70,747,283**
2017	2	2018	18,321,676	14,834,852	70,687,434	3,349,500	-	4,872,000	-	**112,065,462**
2018	3	2019	11,582,596	20,591,281	114,217,263	3,399,743	-	4,945,080	-	**154,735,963**
2019	4	2020	7,804,900	19,463,265	162,629,296	3,450,739	-	3,523,287	14,959,688	**211,831,175**
2020	5	2021	7,921,973	9,877,607	214,456,771	-	35,024,997	994,553	40,999,924	**309,275,825**
2021	6	2022	2,994,274	11,337,869	261,578,426	-	35,550,372	-	51,709,632	**363,170,572**
2022	7	2023	-	10,756,677	299,650,282	-	35,550,372	-	51,709,632	**397,666,963**
2023	8	2024	-	4,193,909	337,765,627	-	35,550,372	-	51,709,632	**429,219,540**
2024	9	2025	-	1,547,934	356,376,531	-	35,550,372	-	51,709,632	**445,184,468**
2025	10	2026	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2026	11	2027	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2027	12	2028	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2028	13	2029	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2029	14	2030	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2030	15	2031	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2031	16	2032	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2032	17	2033	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2033	18	2034	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2034	19	2035	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2035	20	2036	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2036	21	2037	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2037	22	2038	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2038	23	2039	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2039	24	2040	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**
2040	25	2041	-	-	369,577,942	-	35,550,372	-	51,709,632	**456,837,946**

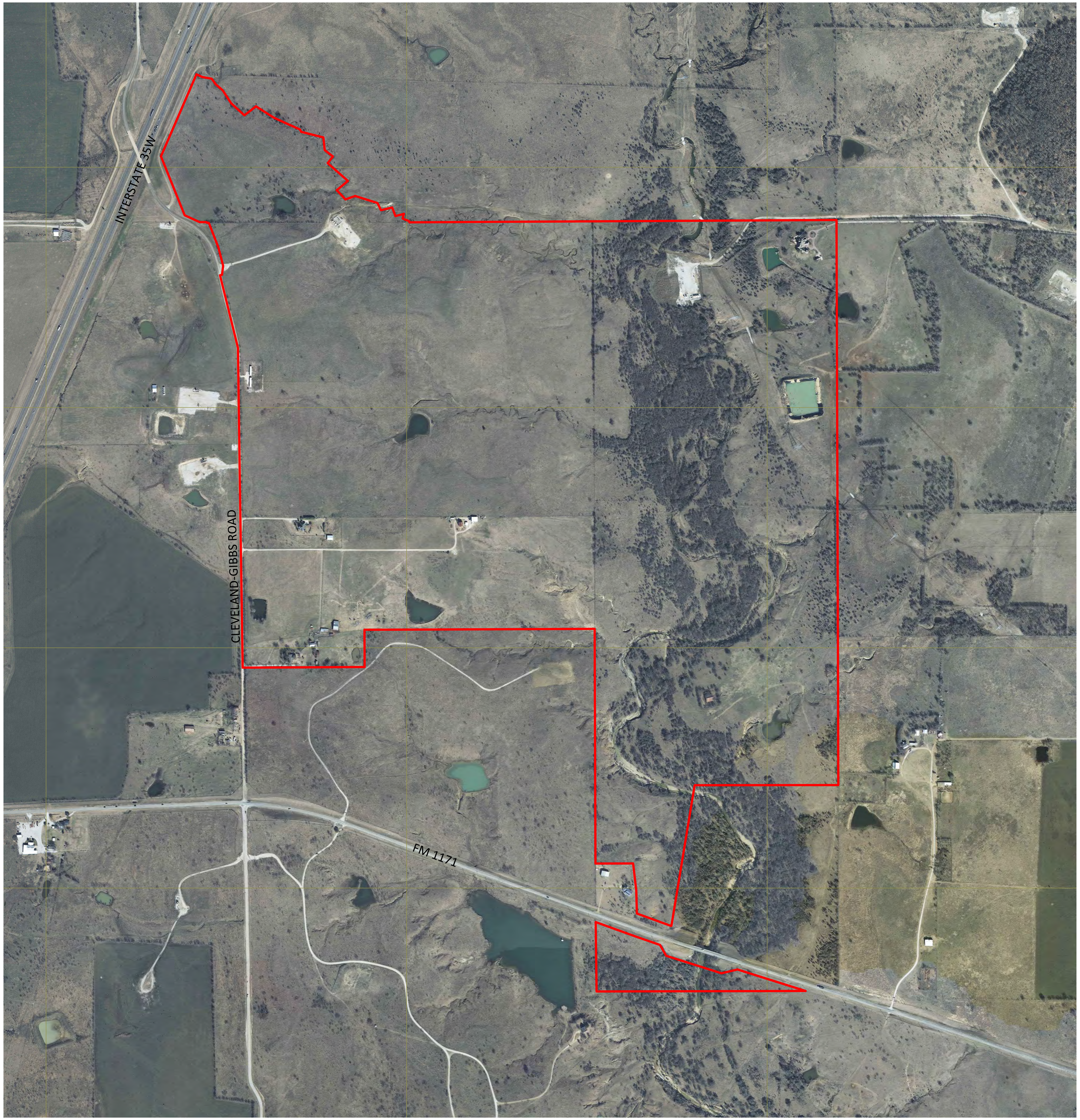
NOTES:

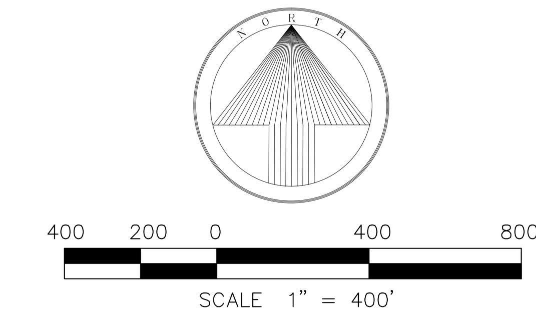
Taxable Values assume 1.5% annual inflation through buildout per project component, subject to change.

Projection is as provided by the Canyon Falls WCID developer. For illustration purposes only.

MAPS

Map	1 of 4	Existing uses and conditions of real property in the Zone
Map	2 of 4	Boundaries of the Zone
Map	3 of 4	Trail System Concept Plan





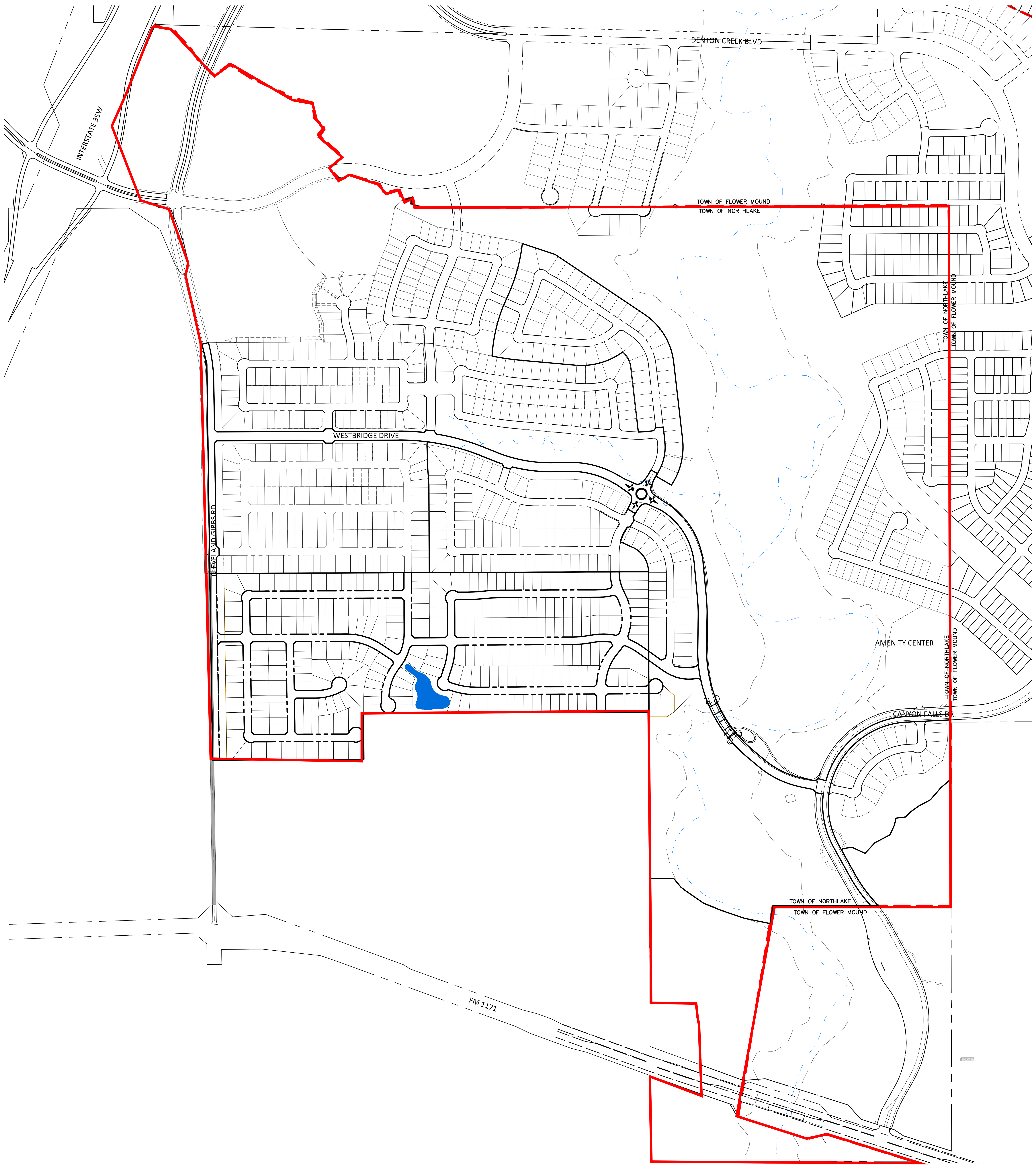
TIRZ BOUNDARY MAP

CANYON FALLS

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

08 December 2015

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, Texas 75074
972.201.3100 Texas Registration No. F-11962



400 200 0 400 800

SCALE 1" = 400'

TOWN LIMIT LINE

SINGLE FAMILY VILLAGE MAP

CANYON FALLS

TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS

07 October 2015

J. VOLK consulting
830 Central Parkway East, Suite 300
Plano, TX 75074
972.201.3100 Texas Registration No. F-11962

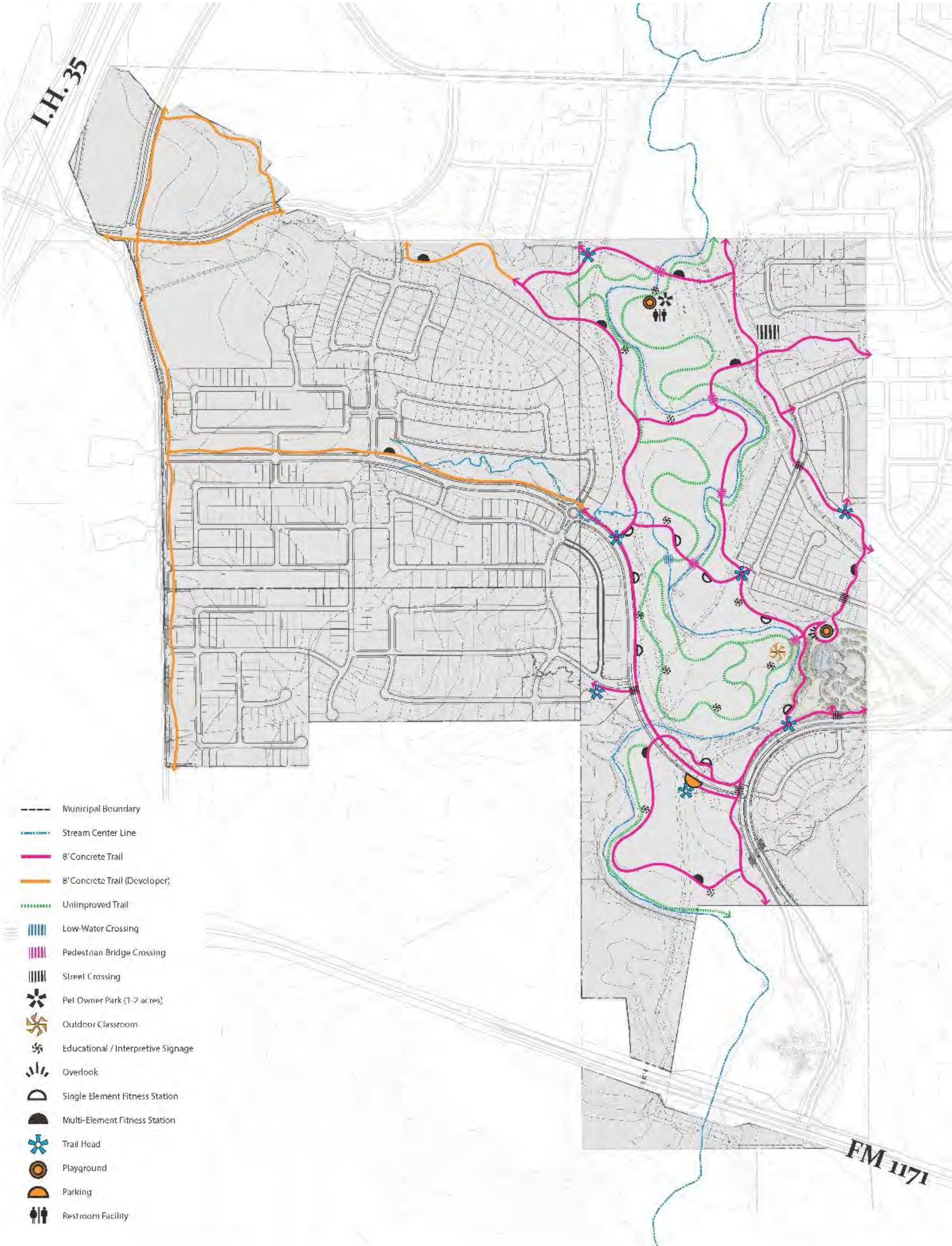

I.H. 35
FM 1171
Municipal Boundary
Stream Center Line
8' Concrete Trail
8' Concrete Trail (Developer)
Unimproved Trail
Low-Water Crossing
Pedestrian Bridge Crossing
Street Crossing
Pet Owner Park (1-2 acres)
Outdoor Classroom
Educational / Interpretive Signage
Overlook
Single Element Fitness Station
Multi-Element Fitness Station
Trail Head
Playground
Parking
Restroom Facility

EXHIBIT A

Amended Project and Financing Plan
(see attached)

Briefing Items

Continued

Agenda Item 7

Executive Session

Agenda Item 8