

1. Agenda

Documents:

[TOWN COUNCIL AGENDA 5-14-20.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 5-14-20.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
Regular Meeting Agenda
Thursday, May 14, 2020 at 6:30 PM**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, May 14, 2020 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 Workshop Session
Invocation
Pledge of Allegiance
2. Special Recognition
A. Recognition of National Public Works Week May 17th – 23rd, 2020 (Proclamation No. 20-3)
3. Briefing Items
B. Proposed Mixed-Use Planned Development on north side of SH 114 between Northport Drive and Ashmore Lane
C. Request for proposals: Depository Bank and Auditor
D. FY 2021 Budget Outlook and Principles
4. Call to Order Regular Meeting
5. 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.
6. Regular Items
E. Consider for approval Memo of Understanding for Development of the Foster Tract, an approximately 124-acre tract of land generally located at the northwest corner of Victory Circle and Harmonson Road in the extraterritorial jurisdiction of the Town of Northlake.
F. Consider for approval Memo of Understanding for Development of Buchanan Tract, an approximately 230-acre tract of land generally located at the northeast corner of Victory Circle and Harmonson Road and extending east to IH 35W in the extraterritorial jurisdiction of the Town of Northlake.
G. Consider for approval a preliminary plat of Pecan Square Phase 2B, a phase of the Pecan Square development consisting of 503 single-family residential lots and 7 open space lots on 122.73 acres out of the F.W. Thornton Survey, Abstract No. 1244, and the A. McDonald Survey, Abstract No. 785, generally located 1,000 feet

south of FM 407 with internal access through previous phases of Pecan Square and extending south to Mulkey Lane, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP and Pecan Square 1, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # PP-20-003

- H. Consider for approval an ordinance amending Article 7.03 "Food Service Establishments", of the Code of Ordinances of the Town of Northlake, Texas, to update references to applicable provisions of State Law governing Food Establishments located in the Town (Ordinance No. 20-0514)
- I. Consider for approval a resolution nominating one candidate to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District (Resolution No. 20-11)
- J. Consider for approval Town Council Meeting Minutes of 4-23-20
- K. Consider modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

7. Convene into Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; 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:

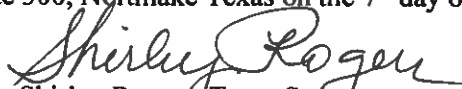
- (i) Legal advice on any matter related to any posted agenda item;
- (ii) Legal advice related to Ridgeview Estates development options;
- (iii) Pending or contemplated litigation;
- (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
- (v) Case # FP 18-020 considered by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

8. Open Session

9. 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 7th day of May 2020 by 6:30 pm


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071(Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



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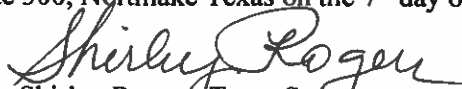
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Work Session

Agenda Item 1



Special Recognition

Agenda Item 2



TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

No. 20 - 3

Public Works Week - May 17th – 23rd, 2020

WHEREAS, public works professionals focus on infrastructure, facilities and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life and well-being of the people of **Town of Northlake**; and

WHEREAS, these infrastructure, facilities and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers and employees at all levels of government and the private sector, who are responsible for rebuilding, improving and protecting our nation's transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and

WHEREAS, it is in the public interest for the citizens, civic leaders and children in the **Town of Northlake** to gain knowledge of and to maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

WHEREAS, the year 2020 marks the 60th Annual National Public Works Week sponsored by the American Public Works Association.

RESOLVED, I, David Rettig, Mayor, of the Town of Northlake, Texas, do hereby designate the week of May 17th – 23rd, 2020 as Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the **Seal** of the **Town of Northlake** on the 14th day of May 2020.

Seal:

David Rettig, Mayor, Town of Northlake, Texas



Northlake Public Works Department

Eric Tamayo, Director

Brandon Doughty, Superintendent

Mark Toler, Inspector

Nicholas Bozzarello, Plant Operator

Kyle Brown, Crew Leader

Shannon Gummelt, Crew Leader

Joshua Powell, Crew Leader

Collan Gamblin, Equipment Operator

Jacob McLeod, Equipment Operator

Dillan McGuire, Equipment Operator

Samuel Karnes, Maintenance Worker

Roger Davis, Maintenance Worker

Stephen Sills, Maintenance Worker

Albert Trevino, Maintenance Worker



Briefing Items

Agenda Item 3

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE: THE PATHWAY TO
2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE

SUBJECT: PLANNED DEVELOPMENT ZONING CHANGE REQUEST
COMMERCIAL (C) TO MIXED-USE PLANNED DEVELOPMENT (MPD)



GOALS/OBJECTIVES:

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

ZONING CHANGE REQUEST INFORMATION:

Site:	Approximately 17 acres on north side of SH 114 between Northport Drive and Ashmore Lane
Applicant:	JPI
Owner:	Northport Partners, LLC
Current Zoning:	Commercial (C)
Proposed Zoning:	Mixed-Use Planned Development (MPD) – Mix of commercial and multi-family uses
Future Land Use:	Highway Corridors Special Area – Generally, these corridors can accommodate heavier commercial and light industrial uses. Depending on the context of nearby uses, high density residential such as apartments, condos, or mixed-use developments would be appropriate as well. Context of transitioning from the corridor to the adjacent character area (Workforce Residential to the south and Business Park to the north) should be considered in the development process.

NEXT STEPS:

- Briefing scheduled at this meeting for Council to hear presentation on zoning change request from applicant and to seek input from Council
- Public hearing and action on request scheduled for June 11, 2020 Town Council Meeting

ATTACHMENTS:

- Draft MPD Exhibits
 - Exhibit A – Legal Description
 - Exhibit B – Concept Plan
 - Exhibit C – Development Standards

Exhibit A

Tract 1

BEING a tract of land situated in the L. Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas; and being part of a called 17 acre tract of land described as "Tract 2" in Special Warranty Deed with Vendor's Lien to Northport Partners, LLC recorded in Document No. 2015-83003 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northeast end of a right-of-way corner clip at the intersection of the north right-of-way line of TX HWY 114 (a variable width right-of-way) and the west right-of-way line of Northport Drive (a 60-foot wide right-of-way);

THENCE with said right-of-way clip, South $65^{\circ}23'32''$ West, a distance of 21.21 feet to a point for corner at the southwest end corner clip;

THENCE with said north right-of-way line of TX HWY 114, the following courses and distances:

North $69^{\circ}37'04''$ West, a distance of 300.83 feet to a point for corner;

North $69^{\circ}39'51''$ West, a distance of 873.92 feet to a point for corner;

North $68^{\circ}40'42''$ West, a distance of 62.52 to a point for corner;

THENCE departing said north right-of-way line of TX HWY 114, the following courses and distances:

North $21^{\circ}19'18''$ East, a distance of 195.74 feet to a point for corner;

North $0^{\circ}00'02''$ East, a distance of 141.60 feet to a point in the south line of Lot 8, Block 4, Northport Addition, an addition to the Town of Northlake, Texas according to the plat recorded in Cabinet V, Page 885, Public Records of Denton County, Texas;

THENCE with the south line of said Lot 8, Block 4, South $89^{\circ}59'58''$ East, a distance of 1064.85 feet to a point for corner in the west line of Lot 10, Block 4, Northport Addition, an addition to the Town of Northlake, Texas according to the plat recorded in Cabinet Y, Page 515, of said Public Records and being the southeast corner of Lot 8;

THENCE with said west line of Lot 10, South $0^{\circ}00'02''$ West, a distance of 539.25 feet to a point for a southwest corner of Lot 11, Block 4 of said Northport Addition;

THENCE with the west and southwest lines of said Lot 11, Block 4, the following courses and distances:

South $69^{\circ}44'01''$ East, a distance of 116.28 feet to a point for corner;

South $75^{\circ}43'13''$ East, a distance of 59.45 feet to a point for corner in said west right-of-way line of Northport Drive and being at the beginning of a non-tangent curve to the left having a central angle of $10^{\circ}52'23''$, a radius of 332.00 feet, a chord bearing and distance of South $54^{\circ}06'25''$ West, 62.91 feet;

THENCE with said west right-of-way line of Northport Drive, the following courses and distances:

In a southwesterly direction, with said curve to the left, an arc distance of 63.00 feet the beginning of a non-tangent curve to the left having a central angle of 22°28'51", a radius of 338.00 feet, a chord bearing and distance of South 32°41'28" West, 131.77 feet;
In a southwesterly direction, with said curve to the left, an arc distance of 132.62 feet to a point for corner;
South 20°23'32" West, a distance of 4.63 feet to the **POINT OF BEGINNING** and containing 14.00 acres.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.

Tract 2

BEING a tract of land situated in the L. Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas; and being part of a called 17 acre tract of land described as "Tract 2" in Special Warranty Deed with Vendor's Lien to Northport Partners, LLC recorded in Document No. 2015-83003 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a point found in the north right-of-way line of TX HWY 114 (a variable width right-of-way);

THENCE with said right-of-way of TX HWY 114, the following courses and distances:

North 68°40'42" West, a distance of 20.54 feet to a point for corner;
North 71°09'50" West, a distance of 100.07 feet to a point for corner;
North 72°17'39" West, a distance of 100.38 feet to a point for corner;
North 74°12'47" West, a distance of 100.03 feet to a point for corner;
North 75°27'47" West, a distance of 100.04 feet to a point for corner;
North 76°00'03" West, a distance of 28.51 feet to the southeast corner of a 0.185 acre tract of land described in Deed to Northlake Commercial Association, Inc. recorded in Document No. 2005-102672 of said Official Records;

THENCE departing said north right-of-way line of TX HWY 114 and with east and north lines of said 0.185 acre tract, the following courses and distances:

North 14°04'15" East, a distance of 66.51 feet to a point for corner;
North 22°42'10" West, a distance of 37.99 feet to a point for corner;
North 65°44'37" West, a distance of 59.94 feet to a point for corner in the east right-of-way line of Ashmore Lane (a 60-foot wide right-of-way) at the beginning of a non-tangent curve to the right having a central angle of 24°43'30", a radius of 270.00 feet, a chord bearing and distance of North 35°47'05" East, 115.61 feet;

THENCE with said east right-of-way line of Ashmore Lane, the following courses and distances:

In a northeasterly direction, with said curve to the right, an arc distance of 116.51 feet to the beginning of a reverse curve to the left having a central angle of 5°29'31", a radius of 330.00 feet, a chord bearing and distance of North 45°24'04" East, 31.62 feet;

In a northeasterly direction, with said curve to the left, an arc distance of 31.63 feet to the northwest corner of said Tract 2 and being a southwesterly corner of Lot 8, Block 4, Northport Addition, an addition to the Town of Northlake, Texas according to the plat recorded in Cabinet V, Page 885, Public Records of Denton County, Texas;

THENCE departing said east right-of-way line of Ashmore Lane and with the south line of said Lot 8, Block 4, the following courses and distances:

South 47°20'41" East, a distance of 67.53 feet to a point for corner;

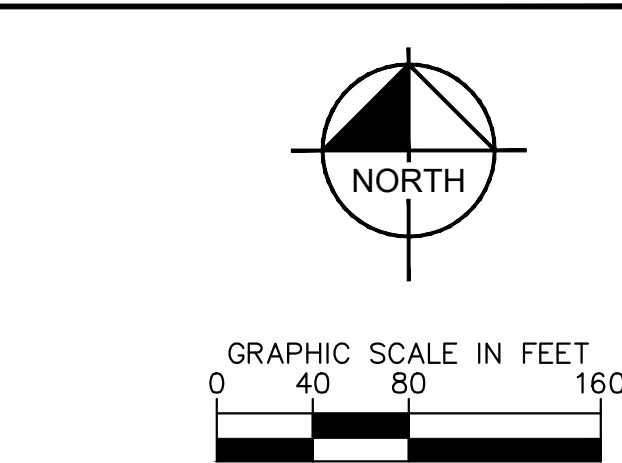
South 89°59'58" East, a distance of 414.76 feet to a point for corner;

THENCE departing said south line of Lot 8, Block 4, the following courses and distances:

South 0°00'02" West, a distance of 141.60 feet to a point for corner;

South 21°19'18" West, a distance of 195.74 feet to the **POINT OF BEGINNING** and containing 3.00 acres.

Bearing system based on the Texas Coordinate System of 1983, North Central Zone (4202), North American Datum of 1983.



25.401 ACRES
CABOT IV - TX1B01-B02, LLC
DOC. NO. 2013-99186
O.R.D.C.T.

25.401 ACRES
11, BLOCK 4
NORTHPORT ADDITION
CAB.Y, PG. 515
P.R.D.C.T.

NORTHPORT DRIVE
(60 FOOT RIGHT-OF-WAY)

14.003 ACRES
LOTS 1-4, BLOCK 3
NORTHPORT ADDITION
DOC. NO. 2018-2
O.R.D.C.T.

14.003 ACRES
TRACT I
NORTHPORT PARTNERS, LL
DOC. NO. 2015-83003
O.R.D.C.T.

20' SANITARY SEWER
EASEMENT
INST. NO. 2004-125693
INST. NO. 2004-125693
D.R.D.C.T

[illegible]

Kimley»»Horn

13455 NOEL ROAD, TWO GALLERIA OFFICE TOWER, SUITE 700
DALLAS, TEXAS 75240
PHONE: 972-770-1300 FAX: 972-239-3820
TEXAS REGISTERED ENGINEERING FIRM E-928

PROJECT No. 064448495	
DATE: APRIL 2020	
SCALE: AS SHOWN	
DESIGNED BY: PEM	
DRAWN BY: JMM	
CHECKED BY: JGG	

JEFFERSON NORTHLAKE
TRACT II - NORTHPORT PARTNERS, LLC
NORTHLAKE, TEXAS

EXHIBIT B - CONCEPT PLAN

Exhibit C

Mixed-Use Planned Development District Standards

I. Tract 1 – Multi-Family Residential (Approximately 14 acres)

- A. General Description:** The multi-family tract is depicted as Tract 1 on the Concept Plan (Exhibit "B") and further described by metes and bounds in Exhibit "A". The multi-family tract is intended to provide for a high-quality residential development. These multi-family units are attached units. Access shall be provided from private access drives or parking areas connecting to adjacent public streets. These multi-family units will range from 20 units per building to 60 units per building. The multi-family tract will include amenities and recreational areas open to residents of the development as shown on the Concept Plan.
- B. Permitted Uses:** Multi-family
- C. Density:** The maximum overall allowed density for Tract 1 shall be 30 dwelling units/gross acre.
- D. Minimum lot area:** 43,560 square feet
- E. Minimum lot width:** 100 feet
- F. Minimum front yard:** 35 feet.
- G. Minimum side and rear yards:** 10 feet.
- H. Minimum building separation:** 20 feet.
- I. Minimum floor area per dwelling unit:**
 - i.** 1-bedroom - 650 square feet.
 - ii.** 2-bedroom - 950 square feet.
 - iii.** 3-bedroom – 1,350 square feet.
- J. Maximum lot coverage:** 40%
- K. Maximum Height:** 4 stories and 60 feet measured to the mean point of the roof.
- L. Building materials:** The exterior building materials shall be a minimum of eighty percent (80%) masonry product (including stucco and cementitious fiber cement lap siding), exclusive of windows and doors. A minimum of two exterior materials shall be included on every facade. Hardi-plank may be used above the first story and may be credited as an alternative construction material for up to 30% of the total 80% masonry requirement. Hardi-plank may also be used within all breezeways and patios, including the first story. Alternative materials may be

approved at the time of Site Plan approval. No metal roofs shall be permitted with the exception of standing-seam metal roofs, which shall be approved in conjunction with the Site Plan.

M. Required Open Space: The minimum amount of required open space for any multi-family lot shall be 20% of the area of the lot, net of floodplain and adjacent right-of-way.

N. Parking Requirements:

- i. Multi-Family Residential: The minimum parking requirement shall be 1 nine (9) foot by eighteen (18) foot parking spaces per bedroom and an additional 0.20 spaces per dwelling unit. All parking shall meet the requirements of the Americans with Disabilities Act (ADA). Parking areas shall be paved with concrete and graded to drain appropriately. No head in parking shall be permitted to overhang any landscaped areas. Ten percent (10%) of the total required parking spaces, as defined above, shall be covered. Said 10% may be a mix of car ports and enclosed garages. In the event an apron is provided in front of the enclosed garages, it shall be counted as a parking space.
- ii. Except for the immediate loading and unloading, the parking of recreational vehicles, trailers, and boats shall be prohibited.
- iii. Tandem parking is allowed.

O. Miscellaneous Multi-Family Residence Provisions:

1. The north and eastern boundaries of the site shall have a wrought-iron fence in combination with landscaping for screening. The western boundary shall have a landscape buffer provided in accordance with the requirements of the UDC of the Town of Northlake and a wrought-iron fence. The southern boundary of the site (fronting State Highway 114) shall have a wrought-iron fence and landscaping buffer provided in accordance with the requirements of the UDC of the Town of Northlake. In all instances, the wrought-iron fence shall be a minimum of 4 feet and maximum of 8 feet in height. Fencing may be located in required setback areas and may be located within the property to create private yards for the residences. Fences and walls must be constructed in accordance with the Unified Development Code of the Town of Northlake in effect at the time of final Site Plan approval. Chain link fences shall be prohibited.
2. All trash collection, storage facilities and loading docks should be located internal to the property whenever possible and all such facilities shall be enclosed or screened on a minimum of three sides

by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.

3. Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.
4. Restricted Entry. Entry to the multi-family development may be restricted by the use of gates, the exact location of which shall be approved by the Town of Northlake at the time of final Site Plan approval.
5. Accessory Buildings. An accessory building is a subordinate or incidental building, attached to or detached from the main building, that does not have separate kitchen facilities, is not used as a dwelling or living quarters, and is not used for commercial purposes or financial gain. Accessory buildings may have water and sanitary sewer service and may be climate controlled. Accessory buildings shall include but are not limited to the following: detached garages, carports, general apartment maintenance buildings, storage sheds and trash collection and storage facilities. Except for carports and the maintenance building, all accessory buildings shall be constructed of the same building materials as the primary buildings. Accessory buildings may not be permitted without a primary structure. In addition, accessory buildings shall comply with the following criteria:
 - a. Minimum front yard setbacks: 50 feet
 - b. Minimum rear and side yard setbacks: 10 feet
 - c. Minimum building separation: 10 feet

The aforementioned setbacks shall be measured to the building walls. Roof overhangs shall be permitted to fall within the defined setbacks.

II. Tract 2 - Commercial (Approximately 3 Acres)

- A. General Description:** The commercial tract is depicted as Tract 2 on the Concept Plan and further described by metes and bounds in Exhibit "A". The commercial tract will provide the ability to encourage and to accommodate the development of office, retail, and personal services along SH 114.
- B. Permitted uses:** All uses permitted in the Commercial ("C") Zoning District shall be allowed in Tract 2, subject to compliance with all applicable conditions contained within the Unified Development Code of the Town of Northlake.

- C. **Dimensional Requirements:** Development of the commercial tract shall be consistent with those requirements outlined for the Commercial (C) Zoning District in Section 5.6 (Dimensional and Developmental Standards Summary) of Article 5 of the Unified Development Code of the Town of Northlake.
- D. **Building Materials:** The exterior building materials shall be a minimum of eighty percent (80%) masonry (stucco, stone, brick, fiber cement), exclusive of windows and doors. Alternative materials may be approved at the time of Site Plan approval. The development in its entirety shall be consistent with the design theme of its various parts. No metal roofs shall be permitted with the exception of standing seam metal roofs, which shall be approved in conjunction with the Site Plan.
- E. **Building Articulation:** Building facades shall meet the following minimum standards for articulation:
1. **Horizontal Articulation:** No building front elevation shall extend for a distance equal to three (3) times the wall height without having an offset of 10% of the wall height, and that new plane shall extend for a distance equal to at least 25% of the maximum length of the first plane.
 2. **Vertical Articulation:** No front elevation shall extend horizontally for a distance greater than three (3) times the height of the wall without changing vertically by a minimum of 10% of the walls height.
- F. **Required Parking:** The minimum parking requirements shall be consistent with those requirements outlined in Article 10, Parking and Loading Standards of the Unified Development Code of the Town of Northlake except as otherwise provided herein. All parking spaces shall be a minimum of nine (9) feet by eighteen (18) feet in size. All parking areas shall be constructed of concrete paving and be curbed and graded to drain appropriately. No head in parking shall be permitted to overhang any landscaped areas. The parking lot shall be subject to the landscape regulations of the Unified Development Code of the Town of Northlake including, but not limited to, the provision of a landscaped strip along public-right-of-way and landscape islands.
- G. **Screening Requirements:**
1. **Mechanical Equipment:** All mechanical equipment such as gas meters, electrical panels, HVAC equipment and similar devices shall be screened from parking and off-site view.
 2. **Trash Collection, Storage Facilities, and Loading Docks** shall be screened from view of parking areas located in front of buildings. Unless approved by the Town of Northlake Town Council or its designee, all trash collection, storage facilities and loading docks should be located in the rear of the property whenever possible. All

such facilities shall be enclosed or screened on a minimum of three sides by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.

3. **Screening Fences and/or Walls:** If it is determined during final Site Plan approval that screening fences and/or walls are necessary for the phase of development under consideration, such fences and/or walls shall be constructed by the commercial developer prior to the issuance of a Certificate of Occupancy for the phase of development under construction. For security purposes, such fences shall be wrought iron, and shall not exceed eight feet (8') in height. All screening fences and walls shall be architecturally compatible with the colors and materials of the accompanying building. All screening fences and/or walls shall be constructed in accordance with the requirements of the Unified Development Code of the Town of Northlake.

- H. **Landscaping.** Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.

III. PLANNED DEVELOPMENT - GENERAL CONDITIONS

- A. **Sign Restrictions:** Sign Restrictions shall be consistent with those requirements outlined in Article 11 (Signs) of the Unified Development Code of the Town of Northlake.
- B. **Emergency Vehicle Accessibility:** A twenty-four (24) foot fire lane shall be provided in the commercial and multi-family portions of the property in accordance with the adopted Fire Code of the Town of Northlake. Adequate turnaround areas shall be provided if there are any dead ends in the Site Plan.
- C. **Open Space:** The minimum amount of open space required for Tract 1 & Tract 2 combined is 10% net of floodplain and adjacent right-of-way.
- D. **Connectivity:** A multi-purpose trail and/or sidewalk connection shall be made within the multi-family tract and shall provide pedestrian access and connectivity from the multi-family tract to the adjacent commercial tract of the development as shown on the concept plan

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 105

SUBJECT: REQUEST FOR PROPOSAL(RFP) FOR DEPOSITORY SERVICES



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)

BACKGROUND INFORMATION:

Mayor Rettig, since coming to office, has directed Town staff to review professional service contracts and revisit, if necessary. The Town of Northlake previous request for proposal (RFP) for depository banking services was 2012. Professional service contracts are typically reviewed every five years. Since then, new financial institutions have moved to the area. Also, many improvements to banking services have occurred since the previous banking contract.

Staff has prepared an RFP with the following selection criteria:

- Banking services costs and earnings potential
- Responsiveness and ability to provide services and report required
- Proximity to Town Hall
- Experience, references, and continuity of bank and bank officials
- Creditworthiness and stability of bank
- Community involvement

COUNCIL DIRECTION:

- Make Council aware of upcoming depository services proposal request

TOWN OF NORTHLAKE

Request for Proposal for Depository Services

FIN-05-20

Due June 10, 2020



I. INTRODUCTION

The Town of Northlake (the “Town”) is requesting proposals from eligible financial institutions to serve as the Town’s Depository Service (the “Depository”). This includes the basic services of receiving deposits, paying items, sending wiring funds, receiving wired funds, stop payments, and other normal business banking activities. The depository contract will not cover any investment transaction activities other than safekeeping services to include receiving and delivering securities. The Town plans to manage its own investment portfolio.

A. TERM OF CONTRACT

The term for services shall be for a period of three (3) years with two (2) renewal options of one year each with service beginning September 1, 2020. The Depository Agreement provides that the Town reserves the right to cancel any agreement, at any time, upon sixty (60) days prior written notice of its intent to terminate any agreement.

B. PROPOSAL OBJECTIVES

The successful institution shall be required to execute a Depository Agreement with the Town (hereinafter referred to as the “Depository Agreement”) substantially in the form attached as Exhibit A. The successful Depository will also be required to execute a Security Agreement (Pledge) substantially in the form of Exhibit B hereto (the “Pledge Agreement”), and to execute and cause to be executed by the Custodian named therein, a Custodian Agreement substantially in the form of Exhibit C hereto (the “Custodian Agreement”). The primary objectives of the Depository Agreement are as follows:

- 1) To seek an institution that is capable of providing banking services and willing to be attentive to the Town’s money matters
- 2) To maximize the total dollars earned by the Town on account balances in order to be prudent and effective custodians of the financial resources
- 3) To adequately compensate the Depository for services provided, subject to competitive forces in the market place
- 4) To maintain a good working relationship with the Depository
- 5) To fully comply with the requirements of Texas Local Government Code Chapter 105, as amended (the “Local Government Code”).

C. POINTS OF CONTACT

Shirley Rogers, Town Secretary

Town of Northlake
1500 Commons Circle, Suite 300
Northlake, TX 76226
940-648-3290
Email: townsecretary@town.northlake.tx.us

John Zagurski, Finance Director

Town of Northlake
1500 Commons Circle, Suite 300
Northlake, TX 76226
940-242-5706
Email: jzagurski@town.northlake.tx.us

II. PROPOSAL INSTRUCTIONS AND QUALIFICATIONS

A. MINIMUM QUALIFICATIONS

Institutions responding to this Request for Proposal (RFP) must be insured through the Federal Deposit Insurance Corporation (FDIC), and must be able to demonstrate a capacity to meet the Town's requirements as stated in the RFP. To assure a close working relationship, to facilitate available services, and to support local business, the Town may give priority to those banks with full-service capabilities within the Town limits. Any required statement regarding equal opportunity and affirmative action should be included if required/desired. The proposal submitted will become part of the final contract.

B. PROPOSAL SUBMISSION INSTRUCTIONS

1) Proposal Format

To fully and equitably evaluate each institution's ability to meet the banking service needs of the Town, a standard reply format is required. A total of five (5) complete copies of each proposal shall be submitted. Each proposal must include a response to each item in the RFP in the order given. Only proposals submitted in the prescribed format and using the exhibit forms provided will be evaluated for contract award.

2) Submission Requirement

Sealed proposals for services must be received by **2:00 PM Wednesday, June 10, 2020** and should be marked as specified below.

Town of Northlake
Depository Service Proposal
FIN-05-20

No bid shall be received after 2:00 PM Wednesday, June 10, 2020 and shall be returned unopened. Proposals must be submitted containing the following sections in the order indicated:

- a. Cover Letter:** This section should contain the name of the proposing Financial Institution, the address of the proposing office, and the individuals authorized to answer technical, price, and/or contract questions along with their contact information.
- b. References:** This section should indicate the Depository's background in providing financial services to public organizations, a list of any financial services contracts currently in place, and provide a list of client references using the Depository's services. The list should include the client name and contact information.
- c. Other Requested Information and Additional Data:** Requested examples of schedules or reports should appear in this section. This section should give

any additional information considered essential to the proposal. Alternative proposals, which you feel may benefit the parties, may also be advanced.

- d. **Bid Form:** The Town contemplates a price per item fee proposal with annual payments for services rendered. The compensation proposal should be documented by completing Attachment A – Banking Services Charges and submitting it to the Town with the RFP. It is intended that the “Bid Form” include all of the unit prices for services requested. All volumes indicated are estimates. The contract award will not necessarily be made to the Depository that provides the lowest cost proposal but rather to the Depository that submits the most responsive proposal meeting the Town’s requirements. Additionally, the Depository should include, as part of the total price, the cost of any services not itemized on the Bid Form which the bank feels should be included.

3) RFP Questions

There will be no pre-proposal conference. Questions regarding this RFP or the services requested will be accepted in **email form only** at, townsecretary@town.northlake.tx.us with a copy to jzagurski@town.northlake.tx.us on or before 4:00 PM Wednesday, June 3, 2020. Responses to all material questions submitted will be communicated to each prospective bidder.

4) Request for Proposal Amendments

Modifications or additions may be made as a result of questions submitted. Written notification of any such change will be made in writing to all known bidders, and will be placed on the Town of Northlake website: www.town.northlake.tx.us. To ensure that you receive the proposal amendments, be sure to notify John Zagurski at jzagurski@town.northlake.tx.us of your intent to submit a proposal.

It is the Depository’s responsibility to ensure that it has received any and all addenda related to the proposal. It should be the sole responsibility of the respondent to ensure that its proposal is received by the Town within the time limit indicated. The proposal must include a statement that is valid for a minimum period of ninety (90) days subsequent to June 10, 2020. Late proposals will not be considered.

5) Confidentiality

All proposals submitted shall remain confidential. After award, proposals will be available for public inspection. The Town shall not be responsible for confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

6) Proprietary Information

To the extent permitted by law, proposals will be opened in a manner that avoids disclosure of the contents until after award of the contract. Proprietary information contained in the proposal should be designated as such on each page containing the restricted information.

7) Digital Format

If the Depository obtained the proposal specifications in digital format in order to prepare a response, the proposal must be submitted in hard copy according to the instruction contain in the proposal package. If, in its response, the Depository makes any changes to the published proposal specification, the RFP specification as published shall control. Furthermore, if an alteration of any kind to the proposal specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

8) Acceptance of Proposal Content

Before submitting a proposal, each respondent shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the Town upon which the proposal will rely. If a Depository receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the Depository from its obligation to comply in every detail with all provisions and requirements.

9) Compliance with Laws

By submission of a proposal, all institutions agree that they comply with all Federal, State, and local laws pertaining to this proposal. During the period following issuance of a proposal and prior to final award of a contract, institutions shall not discuss the procurement with any party, except members of Town Staff designated in this RFP.

10) Disclosure of Certain Relationships

Effective January 1, 2006, House Bill 914, now codified in the Texas Local Government Code, Chapter 176, requires any bidder that wishes to conduct business or to be considered for business with any political subdivision to disclose in the questionnaire (Form CIQ) the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By submitting a response to this request, the institution represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. This questionnaire may be downloaded from the Texas Ethics Commission's website at:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

III. REQUIRED FINANCIAL INSTITUTION INFORMATION

All Depositories must provide, as part of their proposal the following items:

- A.** Audited financial statements for the most recent fiscal year
- B.** A copy of the current call report
- C.** A statement regarding any recent or foreseen merger or acquisition.

IV. REQUIRED BANKING SERVICES

This section lists all the services to be provided by the Depository under this agreement. Attachment A lists each of these services. The Depository should use this attachment to provide the specific price for each service.

A. WIRE TRANSFER SERVICES

A standard wire transfer agreement will be executed with the Depository. This proposal should include a copy of your standard transfer procedures and wire transfer agreement. The Town requires security provisions and procedures. If the wire transfer requests are available online, full information should be submitted detailing the use. The role of setting up the wire transfer and approving the transfer need to be separate.

B. STANDARD DEPOSIT SERVICES

The Depository must guarantee immediate credit on all incoming wire transfers and US Treasury checks upon receipt and all other checks based on the Depository's published availability schedule. The Depository should specify in their proposal deposit requirements and commercial and retail deposit locations, including night deposit services and procedures.

Supplies needed by the Town include, but are not limited to: deposit slips and depository bags.

Depository errors resulting in lost interest to the Town will be reimbursed by the Depository to the Town at the amount that would have been earned had the error not occurred.

C. REMOTE DEPOSITS

The Depository must have remote scanning capabilities and processes built into their banking system.

D. ELECTRONIC LOCKBOX

The depository must be able to provide a way to process payments made by bill service providers. The payments need to be consolidated into one deposit and create a file that can be downloaded from the depositor's website daily. The file will need to be formatting will need to be customizable to the information need for the Towns financial system. This system needs to include a validation process so that the data file is free from errors.

E. DIRECT DEPOSIT

Describe the requirements and deadlines for computer tap for ACH transactions. The proposal should indicate when funds will be available in participating banks.

F. RETURNED ITEMS/INSUFFICIENT FUNDS

The Depository should submit returned items at least twice before they returned to the Town. Returned items that do not clear on the second attempt shall be returned to the Town within three (3) business days with a complete description of non-payment. The Town shall receive same day telephone notification of all return items in excess of \$1,000.

G. STANDARD DISBURSING SERVICES

Standard disbursing services for all accounts are required to include payment of all checks upon presentation.

H. POSITIVE PAY

The Depository shall provide positive pay reconciliation services, where each check presented for payment is electronically compared against the database provided by the Town. Policies for notification of exceptions should be described.

I. OVERDRAFT PROVISIONS

Every effort will be made to eliminate overdraft situations on the accounts of the Town. In the event a check or checks are presented for payment on any Town account with insufficient funds available for payment, the Town will require the Depository to pay said check(s) and promptly notify the Town's designated representative of the existence of the overdraft situation. The Town agrees to cover the overdraft within a maximum of one business day, unless it is caused by the Depository.

Define in the Bid Form what the Depository considers an overdraft to a negative balance in any individual Town account or a negative balance in all Town accounts collectively. The Town would expect the depository to view all Town accounts together for purposes of charges on overdrawn collected balances.

J. STOP PAYMENTS

The proposal must include a statement on the Depository's stop payment process on an automated or manual basis. The Depository shall provide the Town with written confirmation of each stop payment.

K. SWEEP ACCOUNT PROVISIONS

If the Town chooses, the Depository will be responsible for automatically sweeping the balance in all accounts daily to an investment option (money market fund, repo, etc.) in accordance with the Town's Investment Policy. Describe the sweep options and if a money market fund is used, provide a prospectus. The accounts will be swept to the compensating balance. Also describe the collateralization of the sweep account.

L. INVESTMENT OF IDLE FUNDS AND SAFEKEEPING OF TOWN SECURITIES

All certificates of deposit bought by the Town will be bought on a competitive basis. The Town has no obligation to invest its funds with or through the institution awarded the contract. If the Depository is proposing overnight repurchase agreements, an executed Master Repurchase Agreement is required. In order to fulfill GASB III requirements for reporting, if a repurchase agreement is executed with the Depository itself, the collateral must be held in the trust department of the Depository in a separate account.

All securities will be handled on a delivery versus payment (DVP) basis as they are cleared into and out of the account. All clearing and safekeeping will be in the Depository or its correspondent. Any correspondent and safekeeping arrangement will be stipulated in the proposal.

M. AUTOMATED DAILY BALANCE REPORTING

The Town requires an automated PC-based reporting system for access to the closing ledger and available balances. Stipulate the time at which the access is available and describe the system to be used. Reporting should include balance and detail reporting. Samples of the reports are to be included in the proposal in the third section.

N. MONTHLY REPORTING AND ACCOUNT ANALYSIS

1) Monthly Reporting

Monthly statements for all accounts are to be received within three (3) business days of the next month. The monthly statements will coincide with the calendar months. A sample of a monthly statement should be provided.

2) Account Analysis

Monthly account analysis reports must also be provided by the Depository on a timely basis for each account and on a total account basis. Account analysis statements shall be prepared each month by the Depository and shall clearly show volume counts, fees charged (as set forth on the Bid Form), and total prices for services. Fees charged to the Town are not subject to change for the length of this contract. If the Town renews the contract under the two (2) year renewal option, prices may only be raised by an amount using the Dallas - Fort Worth Consumer Price Index as published by the Bureau of Labor Statistics or another reasonable index previously agreed upon in the Bid Form. The Town shall be notified in writing of any fee increases at least seventy-five (75) days in advance. Account analysis statements should include any safekeeping fees charged to the Town and should not be deducted from each security settlement. A sample account analysis format must be provided as part of the proposal.

O. ADDITIONAL SERVICES

If new services become available and are provided during the period of the contract, they will be charged at the Depository's then published rate.

P. ACCOUNT EXECUTIVE

An account executive must be assigned to the account to coordinate the account services and expedite the solution of any problem. A trained and competent backup for the account executive, familiar with the account, should be assigned in the proposal. A brief biography of the account executive to be assigned to the Town's account should also be included. The Depository shall be responsible for training and communicating the terms of the Depository Agreement to Depository employees.

V. COLLATERAL REQUIREMENTS

The Depository must agree to obtain and maintain acceptable collateral sufficient to cover all anticipated time and demand deposits above the FDIC insurance limits, but at no time less than \$300,000. The Depository is required to comply with Texas Government Code Chapter 2257, Collateral for Public Funds and to execute the Security Agreement.

Pursuant to the Security Agreement, Eligible Securities (as therein defined) shall be deposited with a third party custodian not later than five days prior to the deposit of any Town funds. The Depository will execute a tri-party safekeeping agreement with the Town and the safekeeping bank for safekeeping of the securities. The safekeeping bank should be named in the proposal. Collateral will be maintained at a minimum of one hundred and five percent (105%) and marked to market at least once a month. The pledged collateral must be maintained at all times during the term of the Depository Agreement at the levels required in the Security Agreement.

In order to perfect the Town's security interest in the pledged collateral under the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), it is required that the Security Agreement and the Custodian Agreement be signed by all parties prior to the deposit of the Town funds. The Board of Directors shall approve the Security Agreement and Custodian Agreement in resolution form or Loan Committee of the Depository as reflected in certified minutes given to the Town. The resolution should also state that the officer signing the Security Agreement and Custodian Agreement is authorized to sign on behalf of the Depository. The signed Security Agreement and Custodian Agreement, Board resolutions and minutes certifying approval of the Security Agreement and Custodian Agreement must be presented to the Town prior to the deposit of Town funds.

Pursuant to the Security Agreement, the Depository may substitute approved eligible securities from time to time, so long as the total value of securities pledged meets the required levels. Substitutions may be made after obtaining written authorization from the Town. New collateral must be received before existing collateral is released. An audit of collateral will be performed annually by the Town's independent auditors and should be available to the Town at any time during the period of the contract.

In the event there is any conflict between the provisions of this RFP and the provisions of either the Security Agreement or Custodian Agreement, the provisions of such latter documents shall control.

VI. OTHER STIPULATIONS

A. SERVICE EXCLUSIONS

The RFP does not include the Town retirement or deferred compensation programs. Additionally, the Town retains the right to invest its funds with any financial institution that provides the Town with the best rate of return. The Town also retains the right to separately contract for services provided by other institutions in addition to those contained in the Depository Agreement

B. REGULATION NOTICES

The Depository shall notify the Town in writing within ten (10) days of any changes in federal or state regulations or laws that would affect the Depository Agreement. The Depository shall also notify the Town of any services that become available to the Town during the period of the contract.

C. RIGHT TO AUDIT

The Depository's records relating to the Town of Northlake's accounts shall be open to review by either Town staff or Town appointed independent auditors during the contract period.

D. CONTINUED INFORMATION REQUIREMENT

During the period of this contract, the Depository shall provide to the Town a copy of all annual financial reports and any public information concerning changes in the ownership, management, or financial position of the Depository or its parent holding company.

E. MERGER OR ACQUISITION

Notwithstanding any other provision of this RFP which may be to the contrary, the Depository Agreement and the respective rights and obligations of the parties shall remain in full force and effect and not otherwise be affected by a merger or acquisition of the Depository with or by another legal entity; provided, however, that in the event of any merger or acquisition, whether the Depository is the surviving party or not, of the Depository with or by any other legal entity, the Town may terminate the Depository Agreement and, in any event, shall otherwise not be bound by the assignment of the Depository Agreement unless it is agreed to in writing.

F. BI-ANNUAL REVIEW

The Town shall require a review meeting with the Account Executive at least once every six (6) months to evaluate the working relationship between the Town and depository bank and address any problems that may arise.

G. RIGHT TO TERMINATE

The Town reserves the right to terminate the Depository Agreement should the Depository fail, close, or be forced into reorganization during the term of the contract and the Depository has not corrected, to the Town's satisfaction within ten (10) business days of written notification by the Town, failure to perform services as agreed to in the RFP.

H. AUTOMATIC EXTENSION

The Depository Agreement shall be automatically extended up to sixty (60) days if the Town is actively proceeding with re-bidding procedures but for whatever reason, cannot finalize the selection process by the end of the contract period.

VIII. SELECTION PROCESS

A. SELECTION CRITERIA

The following criteria will be used by the Town as the weighting basis for evaluation of the proposals and the award recommendation. The Town will consider the availability of services and the cost of those services as well as the earnings potential under the contract. All these elements will be combined for evaluation of the proposals.

- Bank services cost and earnings potential 25%
- Responsiveness and ability to provide services and reports required 25%
- Proximity to Town Hall.....20%
- Experience, references, and continuity of bank and bank officials 10%
- Creditworthiness and stability of the bank..... 10%
- Community Involvement.....10%
- TOTAL..... 100%**

Selection ratings will be based on a 100-point scale. The Town will choose the Depository submitting the best, most responsive overall proposal to satisfy the Town’s needs.

B. EXCEPTIONS

Exceptions, conditions, or qualifications to the provisions of the Town’s specifications or contracts must be clearly identified in writing as such, with the reasons therefore, and alternate language proposed, if any, clearly stated and inserted in the appropriate place in the proposal submission. The Town will consider each exception, condition or qualification to the Town’s specifications and will incorporate same as considered appropriate in the Town’s sole discretion. Items and matters not explicitly excepted in this manner shall be deemed uncontested. The Town is the final judge of acceptability for items quoted in this RFP.

C. SELECTION PROCESS

Respondents are advised that the Town reserves the right to evaluate and rank the proposals without input from the respondents. Proposals should be complete as initially submitted; however, if you are selected for an interview, you will be expected to present not only your proposal, but also your approach.

- 1) Town staff shall make a recommendation to Town Council of the selection of the most qualified respondent to enter into contract negotiations with the Town. Recommendation to Town Council is expected to occur as soon as June 25, 2020.

- 2) The selected respondent shall enter into negotiations with the Town for the services to be performed.
- 3) If satisfactory negotiations cannot be concluded, the Town reserves the right to negotiate with the next highest-ranking respondent.
- 4) When services and fees are agreed upon, the selected respondent shall be offered a contract subject to Town Council approval.
- 5) Should negotiations be unsuccessful, the Town may enter into negotiations with the next, highest rank respondent until an agreement for services and fees are reached. This process may continue until an agreement is reached.
- 6) This RFP does not commit the Town to pay for any direct and/or indirect costs incurred in preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews. The Town reserves the right to accept or reject all or part of proposals.

D. LOCATION OF VENUE

The laws of the State of Texas govern this RFP. Venue for any action related to this RFP shall lie exclusively in Denton County, Texas.

E. RIGHT TO REJECT

The Town reserves the right to negotiate all elements which comprise the proposal to ensure that the best possible consideration be afforded all concerned. The Town reserves the right to reject any and all proposals and to re-solicit for proposals in such event.

VII. SUBMISSION CHECKLIST

- A. Cover Letter
- B. References
- C. Other Requested Information and Additional Data
 - 1) Audited Financial Statements
 - 2) Copy of Current Call Report
 - 3) Statement Regarding Any Recent or Foreseen Merger or Acquisition
 - 4) Standard Wire Transfer Agreement
 - 5) Deposit Requirements
 - 6) ACH Transaction Requirements
 - 7) Positive Pay Policy
 - 8) Stop Payment Process
 - 9) Sweep Options
 - 10) Correspondent and Safekeeping Arrangement

- 11)** Sample Reports including Summary Balance and Detail
 - 12)** Sample Monthly Statement
 - 13)** Sample Account Analysis Statement
- D.** Bid Form – Attachment A

EXHIBIT A

BANK DEPOSITORY AGREEMENT

This Bank Depository Agreement (the "Agreement") is made and entered into this ____ day of _____, 20__ by and between the Town of Northlake (the "Town") and _____ (the "Bank") a bank chartered by the State of Texas.

SECTION I: DESIGNATION AS DEPOSITORY

The Town, through action of its Governing Body, hereby designates the Bank as its depository for banking services as specified herein.

SECTION II : CONTRACT DOCUMENTS

2.01 The parties agree that the following list of contract documents collectively form the Bank Depository Agreement (hereinafter "Agreement") and are a part of this Agreement as if fully set forth herein:

- A. This written Bank Depository Agreement;
- B. The Town's Request for Proposal (hereinafter "RFP"), (a copy of which is attached hereto and incorporated herein as Exhibit "A");
- C. Bank's Response to Town's Request for Proposal, including all sample agreements and documents submitted therewith, (hereinafter "Bank's Response"), (a copy of which is attached hereto and incorporated herein as Exhibit "B");

2.02 The contract documents are complementary and what is called for by one shall be as binding as if called for by all. Provided however, that in the event of an inconsistency in any of the provisions of the foregoing contract documents, the inconsistency shall be resolved by giving precedence to the contract documents in the order in which they are listed above.

SECTION III: SCOPE OF SERVICES

3.01 The Bank shall faithfully perform all of its duties and obligations as specified in this Agreement as required by the laws of the State of Texas for public funds depositories and shall, at the expiration of the Agreement, turn over to its successor all funds, Town-owned securities, property and things of value held as depository.

3.02 The Town shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The Town may arrange for time deposits and Bank may accept such deposits subject to the terms of Bank's Response.

3.03 Bank shall provide the following services: (THIS SECTION TO BE COMPLETED BASED UPON INFORMATION SUBMITTED BY BANK'S RESPONSE)

- A. Automatic Payroll Deduction
- B. Account Reconciliation
- C. Deposit Availability
- D. Account Interest
- E. Sweep Account Provisions
- F. Debit and Credit Adjustments
- G. Deposit Slips
- H. Remote Desktop Scanner
- I. Electronic Lockbox
- J. Errors
- K. Research Requirements
- L. Returned Items
- M. Stop payments
- N. Designated Personnel
- O. Investment Activities
- P. Collateral Requirements
 - 1. Eligible Securities
 - 2. Required Level of Collateral
 - 3. Collateral Substitution
 - 4. Custodian of Collateral
 - 5. Monthly Collateral Report
- Q. Overdraft Provisions
- R. Regulation Notice

SECTION IV: TERM

The term of this Agreement shall commence upon execution of same by the Town. The term of this agreement shall be for a period of three (3) years with two (2) renewal options of one year each. Notwithstanding the forgoing, in accordance with state law the term of the agreement shall not exceed five years. All fees shall be fixed for the term of the Agreement and all renewals; however, any FDIC premium increases may be passed through to the Town upon seventy-five (75) days notice. If the contract is extended, fees may not increase by a percentage greater than the total increase in the most recent Dallas - Fort Worth Consumer Price Index as published by the Bureau of Labor Statistics.

SECTION V: DESIGNATION OF CUSTODIAN

The Town and Bank hereby designate _____ (the "Custodian") to hold in trust, according to the terms and conditions of this Agreement and pursuant to a separate collateral Agreement, attached hereto and incorporated herein as Exhibit C, all securities pledged as depository collateral in accordance with the Town's Investment Policy and applicable state law. Any and all fees from the Custodian associated with the safekeeping of securities pledged to the benefit of the Town shall be borne by the Bank.

SECTION VI: COLLATERAL

- 6.01 As security for the checking account deposits and time deposits of the Town of Northlake, all funds shall be secured by pledged collateral with a market value equal to no less than one hundred and five percent (105%) of the principal plus accrued interest less an amount insured by the FDIC. The securities comprising the pledge shall be marked to market value on the last day of each month. The securities so pledged, the amounts therein, and the time for pledging same shall satisfy the requirements of the Texas Collateral for Public Funds Act, contained in Chapter 2257 of the Texas Government Code, as amended. Custodian shall provide a monthly report of the collateral directly to the Town.
- 6.02 Pledged securities shall be subject only to the joint written instructions of both (a) authorized representatives of the Town and (b) specifically authorized representatives of the Bank; except in the case of Bank failure, at which time the written instruction of authorized representatives of the Town shall be accepted independent of the Bank. The Bank shall have the right, with the prior written consent of the Town, to substitute or replace any or all of the pledged securities with collateral acceptable to the Town.

SECTION VII : FINANCIAL POSITION

The Bank shall provide a statement of its financial position on an annual basis. The Bank shall also provide an annual statement audited by its independent auditors including a letter as to its "fair representation."

SECTION VIII: AUTHORIZED TOWN REPRESENTATIVE

For the term of this contract, the Town and Bank designate the individuals as listed in Exhibit "D" as authorized to represent and act for the Town in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in

these representatives shall only be effective when provided in writing and executed by the Town Administrator.

SECTION IX: ENTIRE AGREEMENT

This Agreement, along with all Exhibits and other incorporated documents shall constitute the entire Agreement between the parties.

SECTION X: BANK COMPENSATION

The Bank shall be compensated for any and all services rendered to the Town under this Agreement on a cost per item or monthly charge basis as set forth in the service charges of the Bid Form. The Bank agrees to offset monthly service fees against its customary earnings credit for balances in Town's non-interest bearing accounts. Net insufficiencies in earnings credits will be charged on an annual basis. The Bank shall keep accurate records of services provided and fees charged against the Town hereunder in the performance of this Agreement and shall make the same available to Town for inspection and copying upon five (5) days notice. These records shall be maintained by Bank for two (2) years following the expiration of this Agreement.

SECTION XI: DEFAULT / TERMINATION

- 11.01 The Bank shall be in default if it fails to pay all or part of a demand deposit, a matured time deposit, or a matured certificate of deposit, including accrued but unpaid interest, at a specified maturity date. The Bank shall also be in default if ruled "bankrupt", "insolvent" or "failed" by a federal or state banking regulator, or if a receiver is appointed for the Bank.
- 11.02 In the event of a default, failure or insolvency of the Bank, the Town shall be deemed to have vested full title to all securities pledged under this Agreement. The Town is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the Town may have under this Agreement and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the Town under this Agreement.
- 11.03 The Town may terminate this Agreement if, in the Town's sole discretion, the Bank is not satisfactorily meeting its service requirements as specified herein. The Town shall provide written notice of areas of non-performance and allow the Bank sixty (60) days to remedy the problems. If after this sixty (60) day period the Bank has not rectified all problems in a manner satisfactory to the Town, the Town may, at its option, terminate

this Agreement by providing the Bank written notice of its intention to terminate and the effective date of such termination.

SECTION XII : NON-ASSIGNABILITY

This Agreement is not assignable in whole or in part but is binding on the parties, their successors and assigns.

SECTION XIII: LAW GOVERNING

Bank shall comply with all applicable provisions and requirements of the laws of the State of Texas governing depositories.

SECTION XIV: BANK AUTHORIZATION

The Bank represents and warrants that this Agreement is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

TOWN:

David Rettig, Mayor

BANK:

Name

Title

ATTEST:

Shirley Rogers, Town Secretary

ATTEST:

CUSTODIAN

ATTEST

EXHIBIT B
SECURITY AGREEMENT (PLEDGE)

This Security Agreement (PLEDGE) (this "Agreement") is made as of the ____ day of _____, 20__, by _____, a national banking association ("Pledgor"), in favor of the Town of Northlake, Texas, a general law municipality (the "Secured Party").

RECITALS:

1. Pledgor and Secured Party have entered into a Bank Depository Agreement dated as of the ____ day of _____, 20__ (the "Depository Agreement"), a copy of which is attached hereto as Exhibit A.
2. It is a condition precedent to the effectiveness of the Depository Agreement that Pledgor shall have executed and delivered this Agreement.
3. It is the intention of the parties hereto that this Agreement creates a first priority security interest and lien in the Collateral (herein defined) securing the payment of the Obligations (herein defined).
4. _____ (the "Custodian") has been approved by Pledgor and Secured Party for purposes of receiving and holding the Collateral for and on behalf of, and for the use and benefit of, the Secured Party.

A. PLEDGE

1. **FOR VALUE RECEIVED**, Pledgor hereby irrevocably and unconditionally pledges, grants, assigns, hypothecates and transfers to the Custodian for and on behalf of, and for the use and benefit of, Secured Party, to secure payment of the Obligations, a first and prior security interest and lien in all of the following (collectively the "Collateral"): (a) the securities described on Exhibit B attached hereto (the "Initial Collateral"), (b) all other securities, whether now owned or hereafter acquired by Pledgor by any means whatsoever that are convertible into or otherwise have a right to subscribe for, or are convertible into, the Initial Collateral (the "Subsequent Collateral"), (c) all rights to acquire any of the Initial Collateral or Subsequent Collateral, (d) all instruments, documents, chattel paper, securities, certificates and any other property of every kind or character now in the possession of, or at any time and from time to time hereafter delivered to, Secured Party or the Custodian, or their respect agents, together with all certificates, options, rights or other distributions issued, as an addition to, in substitution of, or in exchange for, or on account of, any of the foregoing, including, without limitation, any of the Initial

Collateral or Subsequent Collateral, and (e) all proceeds thereof and all distributions, interest, dividends, increases, renewals, replacements or substitutions of any or all of the foregoing, as well as all profits, products and proceeds of any or all of the foregoing. The designation of proceeds does not authorize Pledgor to sell, transfer or otherwise convey any of the foregoing property. The delivery at any time by Pledgor to Secured Party or the Custodian of any property as a pledge to secure payment of or performance of any Indebtedness or Obligation whatsoever to Secured Party shall also constitute a pledge of such property as Collateral hereunder.

2. Collateral shall also include the following property (collectively the "Additional Property") which Pledgor becomes entitled to receive or shall receive in connection with any other Collateral: (i) any bond or stock certificate or other security, including, without limitation, any certificate issued in connection with any recapitalization, reclassification, merger, consolidation, conversion, sale of assets, combination of shares, stock split or spin-off, or similar event; (ii) any option, warrant, subscription or right, whether as an addition to or in substitution of any other Collateral; (iii) any dividends or distributions of any kind whatsoever, whether distributable in cash, stock or other property; (iv) any interest, premium or principal payments; and (v) any conversion, redemption or other proceeds; provided, however, that until the occurrence of an Event of Default (as hereinafter defined), Pledgor shall be entitled to all cash dividends and all interest paid on the Collateral (except interest paid on any certificate of deposit pledged hereunder) free of the security interest created under this Agreement. All Additional Property received by Pledgor shall be received in trust for the benefit of Secured Party. All Additional Property and all certificates or other written instruments or documents evidencing and/or representing the Additional Property that is received by Pledgor, together with such instruments of transfer as Secured Party may request, shall immediately be delivered to or deposited with the Custodian and held by the Custodian as Collateral under the terms of this Agreement. If the Additional Property received by Pledgor shall be shares of stock or other securities, such shares of stock or other securities shall be duly endorsed in blank or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a bank or member firm of the New York Stock Exchange, all in form and substance satisfactory to Secured Party or the Custodian. Secured Party or the Custodian shall be deemed to have possession of any Collateral in transit to Secured Party or Custodian.

B. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings indicated below:

1. 1.The term "Pledgor" shall mean _____ .

2. The term "Code" shall mean the Uniform Commercial Code as in effect in the State of Texas on the date of this Agreement or as may hereafter be amended from time to time.
3. The term "Collateral" shall have the meaning set forth above.
4. The term "Indebtedness" or "Obligation(s)" shall mean: all sums of Secured Party on deposit with Pledgor, as well as debts, obligations, liabilities and agreements of any nature of Pledgor to Secured Party or the Custodian, whether matured or unmatured, fixed or contingent, direct or indirect, contingent or absolute, whether now or hereafter existing, in each case arising pursuant to, or in connection with, (a) this Agreement, (b) the Depository Agreement, (c) all other Loan Documents, (d) all amendments, modifications, renewals, extensions, increases, substitutions or rearrangements of any of the foregoing, (e) any and all other liabilities or obligations of Pledgor to Secured Party, whether written or oral, and (f) all costs reasonably incurred by Secured Party and/or the Custodian to obtain, preserve, perfect and enforce the security interest and lien granted hereby, and all other liens and security interests securing payment of the Indebtedness, to collect the Indebtedness and to maintain, preserve and protect the Collateral, including, but not limited to, taxes, assessments, insurance premiums, attorneys' fees and expenses, and expenses of sale.
5. The term "Secured Party" or "Town" shall have the meaning set forth above.
6. The term "Custodian" shall mean _____, a New York national banking organization and its successors.
7. "Loan Documents" means any other agreement executed, deliverable or performable by Pledgor in connection herewith or as security for the Obligations.
8. A "Default" or an "Event of Default" shall have the meaning hereinafter set forth.

C. VOTING RIGHTS

As long as no Event of Default shall have occurred or be continuing, any voting rights incident to any stock or other securities pledged as Collateral may be exercised by Pledgor; provided, however, that Pledgor will not exercise, or cause to be exercised, any such voting rights, without the prior written consent of Secured Party, if the direct or indirect effect of such vote will result in an Event of Default hereunder.

D. MAINTENANCE OF COLLATERAL

Other than the exercise of reasonable care to assure the safe custody of any Collateral in Secured Party's or the Custodian's possession from time to time, neither Secured Party nor the Custodian shall have any obligation, duty or responsibility with respect to the Collateral. Without limiting the generality of the foregoing, neither Secured Party nor

Custodian shall have any obligation, duty or responsibility to do any of the following: (a) ascertain any maturities, calls, conversions, exchanges, offers, tenders or similar matters relating to the Collateral or inform Pledgor with respect to any such matters; (b) fix, preserve or exercise any right, privilege or option (whether conversion, redemption or otherwise) with respect to the Collateral unless (i) Pledgor makes written demand to Secured Party to do so, (ii) such written demand is received by Secured Party in sufficient time to permit Secured Party to take the action demanded in the ordinary course of its business, and (iii) Pledgor provides additional Collateral, acceptable to Secured Party in its sole discretion; (c) collect any amounts payable in respect of the Collateral (Secured Party being liable to account to Pledgor only for what Secured Party may actually receive or collect thereon); (d) sell all or any portion of the Collateral to avoid market loss; (e) sell all or any portion of the Collateral unless and until (i) Pledgor makes written demand upon Secured Party to sell the Collateral, and (ii) Pledgor provides additional Collateral, acceptable to Secured Party in its sole discretion; or (f) hold the Collateral for or on behalf of any party other than Pledgor.

E. REPRESENTATIONS AND WARRANTIES; COVENANTS AND AGREEMENTS

Pledgor represents and warrants to Secured Party, and covenants and agrees to and with Secured Party, as follows:

1. Representations and Warranties

- a) Pledgor is a state banking association, duly organized, validly existing and in good standing under the laws of the State of Texas.
- b) Pledgor has all requisite power and authority to own, lease and operate its properties, and to carry on its business as now being conducted.
- c) Pledgor has all requisite power and authority to execute, deliver and perform its obligations under this Agreement, the Depository Agreement and each of the other Loan Documents. The execution and delivery by Pledgor of this Agreement, the Depository Agreement and each of the other Loan Documents, and the consummation of the transactions contemplated hereby and thereby, have been duly and validly authorized by all necessary action on the part of Pledgor. This Agreement constitutes, and the Depository Agreement and each of the other Loan Documents upon its execution will constitute, the legal, valid and binding obligation of Pledgor, enforceable in accordance with their respective terms, except to the extent such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.
- d) The execution, delivery and performance by Pledgor of this Agreement, the Depository Agreement and each of the other Loan Documents, and the consummation of the transactions contemplated hereby and thereby, do not

require the consent, waiver, approval, license or authorization of any other person or a legal entity (except to the extent already been obtained).

- e) The execution, delivery and performance by Pledgor of this Agreement, the Depository Agreement and each of the other Loan Documents, and the consummation of the transactions contemplated hereby and thereby, do not and will not (i) conflict with or result in a violation of any provision of any of the incorporation papers of Pledgor, or constitute (with or without the giving of notice or the passage of time or both) a default under, or give rise (with or without the giving of notice or the passage of time or both) to any right of termination, cancellation or acceleration under, any bond, debenture, note, mortgage, indenture, lease, contract, agreement or other instrument or obligation to which Pledgor is a party or by which Pledgor or its business or owned or leased assets may be bound, (ii) conflict with or result in a violation of any provision of any agreement or contract by which Pledgor may be bound, or (iii) result in the creation or imposition of any lien, security interest, charge, equity, claim or other encumbrance (collectively "Liens") whatsoever.
- f) The pledge, assignment and delivery of the Collateral creates a valid, and so long as the Custodian retains physical possession of the Collateral, a first and prior perfected security interest and lien in the Collateral, and no other security agreement or other agreement covering the Collateral, or any part thereof, has been made or entered into, no pledge or security interest, other than the one herein created, has been granted, attached or been perfected in the Collateral or in any part thereof, no dispute, right of setoff, counterclaim or defense exists with respect to any part of the Collateral, and Pledgor shall not permit the Collateral to be subject to any other Liens and shall promptly discharge same if they ever exist or are alleged to exist. The delivery at any time by Pledgor to the Custodian or Secured Party of Collateral shall constitute a representation and warranty by Pledgor under this Agreement that, with respect to the Collateral, and each item thereof, Pledgor is the sole legal and beneficial owner of, with good title to, the Collateral; and the matters warranted in this paragraph are true and correct.
- g) Pledgor is legally entitled to, and is not prohibited by contract from, pledging the Collateral to Secured Party, granting a security interest and lien therein, or from pledging or otherwise granting a security interest and lien in any Additional Collateral to secure payment of the Indebtedness.

2. Affirmative Covenants

Pledgor shall comply with each of the covenants contained in this Section at all times until all Obligations have been fully discharged or paid in full unless Secured Party shall otherwise consent in writing.

- a) Pledgor will maintain good and marketable title to all Collateral free and clear of all Liens, except for the security interest and lien created by this Agreement and the security interests and other encumbrances expressly permitted by any other Loan Documents. Pledgor shall, at its own expense, take all actions necessary or advisable to perfect Secured Party's rights in the Collateral, or to enable Secured Party to exercise and enforce its rights with respect to the Collateral or any part thereof.
- b) Pledgor shall promptly notify Secured Party of any claim, action or proceeding affecting title to the Collateral, or any part thereof, or the security interest created hereunder and, at Pledgor's expense, defend Secured Party's security interest in the Collateral against the claim of any third party. Pledgor also covenants and agrees to promptly deliver to Secured Party a copy of all written notices received by Pledgor with respect to the Collateral, including, without limitation, notices received from the issuer of any securities pledged hereunder as Collateral.
- c) Contemporaneously herewith, Pledgor shall deliver to Secured Party any certificates, documents or instruments representing or evidencing the Collateral, with Pledgor's endorsement thereon and/or accompanied by proper instruments of transfer and assignment duly executed in blank with, if requested by Secured Party, signatures guaranteed by a bank or member firm of the New York Stock Exchange, all in form and substance satisfactory to Secured Party. If required by Secured Party, Pledgor also covenants and agrees to cooperate with Secured Party in registering the pledge of the Collateral pledged as Collateral with the issuer of such Collateral.
 - i. For the purpose of securing Secured Party's funds deposited with Pledgor and in order to secure repayment of all Obligations, Pledgor agrees and obligates itself to deliver to and pledge with, and at all times keep on pledge with the Custodian, for and on behalf of and for the use, benefit and security of Secured Party, Collateral acceptable to Secured Party and the Custodian, in an amount equal in value to not less than 105% of all Obligations, including sums of Secured Party on deposit with Pledgor, less the maximum amount insured by the FDIC (the "Minimum Requirement"). The Collateral pledged at any time, and from time to time, hereunder must be of such character and nature as are required under the laws of the United States of America and the State of Texas for such purpose, including the Texas Local Government Code, Texas Government Code, Public Funds Investment Act, Section 2256.001 *et seq.*, and Public Funds Collateral Act, Section 2257.001 *et seq.* (collectively the "Applicable Laws"), must be satisfactory to Secured Party, and must be approved by Secured Party as to kind and value. Said Collateral is and shall be pledged to insure the safety of Secured Party's

public funds, to insure performance of all duties and obligations devolving by law upon the Pledgor as depository of the Secured Party's funds, to insure payment upon presentation of all checks drawn upon any account of Secured Party on deposit with Pledgor, or upon presentation of demand for return of any time or other deposit of the Secured Party on deposit with the Pledgor, and to insure that said funds shall be faithfully kept by Pledgor and accounted for according to law.

- ii. Whenever, in the opinion of the Town Council of Secured Party the total market value of the Collateral so pledged shall be in excess of the Minimum Requirement, Secured Party may, at the request of Pledgor, in its sole and absolute discretion (Secured Party having no obligation to do so and never being liable for failure to do so), permit to be released from this pledge certain Collateral having a market value in the aggregate in excess of the Minimum Requirement. Whenever, in the opinion of the Town Council of Secured Party or the Custodian, the total market value of the Collateral so pledged pursuant to this Agreement is less than the Minimum Requirement, Pledgor shall, upon the order of the Secured Party or the Custodian, pledge additional Collateral of the same character and nature as set out hereinbefore, under the same terms and conditions and in such manner and amounts as directed by Secured Party or Custodian, to the end that the market value of such additional Collateral so pledged, together with the market value of the Collateral theretofore pledged, shall at no time have an aggregate market value less than the Minimum Requirement. If any demand by Secured Party or the Custodian for delivery and pledge of other or additional Collateral shall not be fully complied with by Pledgor within five (5) calendar days after a written copy of such notice has been served upon Pledgor, such failure shall constitute an Event of Default (as hereinafter defined) and Secured Party, at its option, and in addition to all other rights, remedies or privileges available to Secured Party under any law, rule or regulation, including the Applicable Laws, and not as an election of remedies, terminate this Agreement. Should the Secured Party elect to terminate this Agreement by reason thereof, all Obligations shall immediately become due and payable and shall forthwith be paid and satisfied in full, accounted for and paid over to Secured Party.
- iii. Pledgor shall continuously monitor the market value of the Collateral and, if the market value of the Collateral shall ever be less than the Minimum Requirement, Pledgor shall immediately deposit with the Custodian additional Collateral so that the market value of the Collateral shall, at a minimum, be not less than the Minimum Requirement. Pledgor may from time to time substitute other Collateral for that under pledge, provided the Collateral so substituted meets the requirements of

law, is approved as to kind and value by Secured Party, and otherwise is in accord with the terms of this Agreement. In all cases the determination of the market value of Collateral pledged or to be pledged shall be in the discretion of the Secured Party and the decision of the Secured Party shall be binding and final upon the Pledgor. In addition, Secured Party shall have all of the rights, remedies and privileges set forth in Section H below.

- iv. The Collateral shall be marked to market value on the last day of each calendar month. The Collateral, the amounts therein, and the time for pledging same shall satisfy the requirements of Applicable Law. Custodian shall provide a monthly report of the Collateral directly to the Secured Party no less often than the first day of each calendar month.
- d) At its own expense Pledgor shall supply any financial information to Secured Party reasonably requested by Secured Party with respect to Pledgor. All information supplied and statements made by and on behalf of Pledgor prior to, contemporaneous with or subsequent to the execution of this Agreement are and shall be true, correct, complete, valid and genuine. Pledgor shall also furnish Secured Party such information concerning the Collateral as Secured Party or the Custodian may reasonably request.
- e) The Collateral shall be kept under the care, custody and control of Custodian. Pledgor and Secured Party shall, together with the Custodian, execute a Custodian Agreement (the "Collateral Agreement") in the form of Exhibit C attached hereto whereby Pledgor and Custodian agree that all Collateral (whether described herein or in the Collateral Agreement) shall be held by the Custodian for and on behalf of, and for the benefit of, Secured Party pursuant to the provisions of the Collateral Agreement until all of the Obligations have been fully discharged in accordance with their terms or otherwise paid in full. To the extent there is any inconsistency between the terms and provisions of the Collateral Agreement and this Agreement, the terms and provisions of this Agreement shall control. Neither Secured Party nor the Custodian will be responsible for depreciation in value of the Collateral, nor have any duty to take steps to preserve rights against prior parties or enforce collection of Collateral by legal proceedings or otherwise, the Custodian's sole duty being to use only reasonable care in the custody and physical preservation of the Collateral in its possession. At any time, if an Event of Default has occurred or is then continuing, at Pledgor's expense (i) Secured Party may exercise any right of Pledgor with respect to the Collateral, including any rights, remedies or privileges granted to Secured Party in the Collateral Agreement; and (ii) without notice, Secured Party may notify any issuer, transfer agent or registrar, or both, or any obligor or account debtor on any shares, stocks, bonds, instruments, chattel paper or other securities or evidences of indebtedness held as Collateral

to pay Secured Party or its designee or designees directly and may collect, sue, compromise on terms it considers proper, endorse or otherwise deal with the Collateral either in its own name or that of Pledgor, and Pledgor shall deliver to Secured Party, in the exact form received and without commingling with other property, all Additional Property and other proceeds and property received by, paid or delivered to Pledgor with respect to the Collateral. Whenever Secured Party determines that sale of any of the Collateral is necessary in order to preserve its value, if an Event of Default has occurred or is then continuing, Secured Party may sell such Collateral in the manner specified below and, after deducting all costs and expenses of sale, including any reasonable attorneys' fees, Secured Party may apply the net proceeds to payment of one or more of the Obligations, whether due or not, in such order as Secured Party may elect.

- f) If an Event of Default has occurred or is continuing, Secured Party may register, in its own name or that of its nominee, any securities held as Collateral. Further, if any Event of Default has occurred or is then continuing, Secured Party or its nominee may exercise all voting, shareholder or corporate rights, including, but without limitation, all stock rights, voting rights and rights to subscribe, rights of conversion, exchange, subscription or any other rights, privileges or options pertaining to the Collateral and, in connection therewith, may deposit and deliver any and all securities to any committee, depositary, transfer agent, registrar or other designated agency upon such terms and conditions as it may determine, all without liability except to account for property actually received by it. Further, if an Event of Default has occurred or is continuing, Secured Party may register, in its own name or that of its nominee, any securities held as Collateral.
- g) Pledgor shall pay when due all taxes and assessments and discharge any Liens upon the Collateral or its use and, if Pledgor fails to do so, Secured Party may, at its option, pay or discharge the same, though not required to do so and never liable for failure to do so, and Pledgor shall reimburse Secured Party upon demand for any payment with interest at the highest lawful rate from date of payment until paid.
- h) Pledgor waives demand, notice, protest, notice of acceleration, notice of intention to accelerate, and all demands and notices of any action taken by Secured Party under this Agreement or in connection with any of the Collateral, except as otherwise required by this Agreement, and Pledgor consents to any indulgence granted by Secured Party to others, and to any substitution for, exchange of, addition to or release of Collateral, in whole or in part, or release of any party liable on the Collateral. Pledgor releases Secured Party and the Custodian from any and all claims for depreciation, loss or damage caused by any act or omission (except willful misconduct) on the part of Secured Party, the Custodian, or their respective agents and employees.

- i) As of the date hereof, and after giving effect to this Agreement and the completion of all other transactions contemplated by Pledgor at the time of the execution of this Agreement, (i) Pledgor is and will be solvent, (ii) the fair saleable value of Pledgor's assets exceeds and will continue to exceed Pledgor's liabilities (both fixed and contingent), and (iii) Pledgor is and will continue to be able to pay its debts as they mature.

3. Negative Covenants

Pledgor will comply with the covenants contained in this Section at all times until the Obligations have been fully discharged or paid in full, unless Secured Party shall otherwise consent in writing.

- a) Pledgor shall not (i) sell, assign (by operation or law or otherwise) or transfer Pledgor's rights in any of the Collateral, (ii) grant a Lien or security interest in, or execute, file or record any financing statement or other security instrument with respect to, the Collateral to any party other than Secured Party, or (iii) deliver actual or constructive possession of any certificate, instrument or document evidencing and/or representing any of the Collateral to any party other than Secured Party or the Custodian.
- b) Pledgor shall not take or fail to take any action which would in any manner impair the value or enforceability of Secured Party's security interest in any Collateral.
- c) As to any securities pledged as Collateral (other than securities of a class which are publicly traded), Pledgor shall not consent to or approve of the issuance of (i) any additional securities of any class of securities of such issuer (unless immediately upon issuance additional securities are pledged and delivered to Secured Party pursuant to the terms hereof to the extent necessary to give Secured Party a security interest after such issuance in at least the same percentage of such issuer's outstanding securities as Secured Party had before such issuance), (ii) any instrument convertible voluntarily by the holder thereof or automatically upon the occurrence or non-occurrence of any event or condition into, or exchangeable for, any such securities, or (iii) any warrants, options, contracts or other commitments entitling any third party to purchase or otherwise acquire any such securities.
- d) Pledgor shall not enter into any agreement creating, or otherwise permit to exist, any restriction or condition upon the transfer, voting or control of any securities pledged as Collateral, except as consented to in writing by Secured Party.

- e) Except for any financing statement in favor of Secured Party, no financing statement covering any of the Collateral is on file in any public office. Pledgor has not given and shall not give a financing statement covering any of the Collateral to anyone other than Secured Party. Upon demand Pledgor shall execute and deliver to Secured Party such financing statements and other papers and do all acts as in the judgment of Secured Party may be reasonably necessary or appropriate to establish and maintain a valid and prior security interest in the Collateral. Upon Pledgor's failure to do so, Secured Party or the Custodian may sign any financing statements or other papers on behalf of Pledgor. Pledgor shall pay all costs of any filings of financing statements or other papers.

F. RIGHTS OF SECURED PARTY

Secured Party shall have the rights contained in this Section at all times until the Obligations are fully discharged or paid in full.

1. Power of Attorney

Pledgor hereby irrevocably appoints Secured Party and Custodian, and each of them, as Pledgor's attorney-in-fact, with full power of substitution, such power of attorney being coupled with an interest, with full authority in the place and stead of Pledgor and in the name of Pledgor or otherwise, to take any action and to execute any instrument which Secured Party may from time to time in its discretion deem necessary or appropriate to accomplish the purposes of this Agreement, including, without limitation, the following action: (i) transfer any securities, instruments, documents or certificates pledged as Collateral in the name of Secured Party or the Custodian, or their nominees; (ii) use any interest, premium or principal payments, conversion or redemption proceeds or other cash proceeds received in connection with any Collateral to reduce any of the Indebtedness; (iii) exchange any of the securities pledged as Collateral for any other property upon any merger, consolidation, reorganization, recapitalization or other readjustment of the issuer thereof, and, in connection therewith, to deposit and deliver any and all of such securities with any committee, depository, transfer agent, registrar or other designated agent upon such terms and conditions as Secured Party may deem necessary or appropriate; (iv) exercise or comply with any conversion, exchange, redemption, subscription or any other right, privilege or option pertaining to any securities pledged as Collateral; provided, however, except as provided herein, neither Secured Party nor Custodian shall have a duty to exercise or comply with any such right, privilege or option (whether conversion, redemption or otherwise) and shall not be responsible for any delay or failure to do so; and (v) file any claims or take any action or institute any proceedings which Secured Party or the Custodian may deem necessary or appropriate for the collection and/or preservation of the Collateral or otherwise to enforce the rights of Secured Party with respect to the Collateral.

2. Performance by Secured Party

- a) If Pledgor fails to perform any agreement or obligation provided herein, Secured Party or its nominees or designees, including the Custodian, may itself perform, or cause performance of, such agreement or obligation, and the expenses of Secured Party incurred in connection therewith shall be a part of the Indebtedness, secured by the Collateral and payable by Pledgor on demand.
- b) Secured Party may delegate and assign to Custodian or any other person or legal entity any or all of its rights, remedies, privileges, duties or obligations contained herein, the Depository Agreement, the Collateral Agreement, and/or any other of the Loan Documents or at law or in equity and including, without limitation, its right to give or withhold consents or give or receive notices. Any such delegations or assignments (and any actions or inactions) taken or not taken in connection therewith shall be as binding on Secured Party and Pledgor as if taken or not taken by Secured Party.

G. RIGHTS OF CUSTODIAN

Secured Party hereby consents to, and grants to Custodian, the rights set forth in this Section G:

1. Rights to Dividends, Distributions, and Payments

With respect to such instruments which are certificates, bonds or other securities, the Custodian may demand of Pledgor, and may receive and receipt for, any and all dividends, interest and other distributions payable in respect of the Collateral, whether ordinary or extraordinary. The Custodian shall have the authority, following the occurrence and during the continuance of an Event of Default and upon written notice to Pledgor to do so, to have such certificates, bonds or other securities registered either in the Custodian's name or in the name of a nominee. If, while this Agreement is in effect, Pledgor shall become entitled to receive or shall receive any Additional Property, whether as an addition to, in substitution of, as a conversion of or in exchange for any of the Collateral, or otherwise, Pledgor agrees to accept the same as the Custodian's agent and to hold the same in trust on behalf of and for the benefit of the Custodian, and to deliver the same forthwith to the Custodian in the exact form received, with appropriate undated stock powers, duly executed in blank, to be held by the Custodian, subject to the terms hereof, as additional collateral security for the Obligations. Pledgor shall deliver to the Custodian in the exact form received and without commingling with any other property, all cash, interest, dividends and other distributions paid in respect of the Collateral, as well as any sums paid upon or in respect of the Collateral upon the liquidation, dissolution or reorganization of the issuer thereof, to be held by the Custodian as additional collateral security for the Obligations. In case any distribution shall be made on or in respect of the Collateral pursuant to the reorganization, liquidation or dissolution of the issuer thereof, the property so

distributed shall be delivered to the Custodian to be held by it as additional collateral security for the Obligations. All sums of money and property so paid or distributed in respect of the Collateral (other than proceeds of any liquidation or similar proceeding) which are received by Pledgor shall, until paid or delivered to the Custodian, be held by Pledgor in trust as additional Collateral for the Obligations.

2. Preservation of Collateral

Neither the Custodian nor any Secured Party shall have any duty to fix or preserve rights against prior parties to the Collateral, nor be liable for any delay in the collection of, or failure to use diligence to collect on, the Obligations or any amount payable in respect of the Collateral.

3. Performance by the Custodian

Should any covenant, duty or agreement of Pledgor fail to be performed in accordance with its terms hereunder, the Custodian may, but shall never be obligated to, perform or attempt to perform such covenant, duty or agreement on behalf of Pledgor, and any reasonable amount expended by the Custodian in such performance or attempted performance shall become a part of the Obligations, shall be payable upon demand and shall bear interest at a per annum rate equal to the highest lawful non-usurious rate of interest allowable under state or federal law.

4. Power of Attorney

PLEDGOR HEREBY IRREVOCABLY GRANTS TO THE CUSTODIAN SUCH PLEDGOR'S PROXY (EXERCISABLE FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT WHICH IS CONTINUING) TO VOTE ANY COLLATERAL AND APPOINTS THE CUSTODIAN SUCH PLEDGOR'S ATTORNEY-IN-FACT (EXERCISABLE FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT WHICH IS CONTINUING) TO PERFORM ALL OBLIGATIONS OF SUCH PLEDGOR UNDER THIS AGREEMENT AND TO EXERCISE ALL OF THE PLEDGOR'S RIGHTS HEREUNDER. THE PROXY AND POWER OF ATTORNEY HEREIN GRANTED, AND EACH STOCK POWER AND SIMILAR POWER NOW OR HEREAFTER GRANTED (INCLUDING ANY EVIDENCED BY A SEPARATE WRITING) ARE COUPLED WITH AN INTEREST AND ARE IRREVOCABLE PRIOR TO FINAL PAYMENT IN FULL OF THE OBLIGATIONS OR UNTIL ALL OBLIGATIONS HAVE BEEN FULLY DISCHARGED.

H. DEFAULT; EVENT OF DEFAULT

1. Rights and Remedies

Upon the occurrence and during the continuance of a Default or an Event of Default, in addition to any and all other rights and remedies which the Custodian or any Secured Party may then have hereunder, under the Depository Agreement, under any other Loan Documents, under Applicable Law or otherwise, the Custodian at its option may, subject to any limitation or restriction imposed by any applicable bankruptcy, insolvency or other law relating to the relief of debtors, (a) obtain from any person information regarding Pledgor, any issuer of the Collateral, or any of

their businesses, which information any such person may furnish without liability to Pledgor; (b) require Pledgor to give possession or control of any of the Collateral to the Custodian; (c) unless earlier permitted hereunder, take control of funds generated by the Collateral and any other proceeds and exercise all other rights which an owner of such Collateral may exercise; (d) declare the entire unpaid balance of the Obligations immediately due and payable, without notice, demand or presentment, which are hereby expressly waived; (e) reduce its claim to judgment, foreclose or otherwise enforce its security interest in all or any part of the Collateral by any available judicial or non-judicial procedure or otherwise; (f) after notification, if any, provided for in this Agreement or any other Loan Documents, sell or otherwise dispose of, at the office of the Custodian, all or any part of the Collateral, and any such sale or other disposition shall be in accordance with applicable law, and may be as a unit or in parcels, by public or private proceedings, and by way of one or more contracts (it being agreed that the sale of any part of the Collateral shall not exhaust the Custodian's power of sale, but sales may be made from time to time until all of the Collateral has been sold or until the Obligations has been paid in full), and at any such sale it shall not be necessary to exhibit the Collateral; (g) at its discretion, retain the Collateral in satisfaction of the Obligations whenever the circumstances are such that the Custodian is entitled to do so under applicable law; (h) apply by appropriate judicial proceedings for appointment of a receiver for the Collateral, or any part thereof, and Pledgor hereby consents to any appointment; (i) buy the Collateral at any public sale; and (j) buy the Collateral at any private sale, subject to any restrictions imposed by applicable law. Secured Party may buy the Collateral at any public sale and buy the Collateral at any private sale, subject to the restrictions imposed by applicable law and this Agreement and may do so by applying some or all of the Obligations owed to it towards the purchase price thereof. Pledgor agree that, if notice is required to be given by applicable law, 10 days' advance written notice shall constitute reasonable notice. The Custodian shall apply the proceeds of any collection, sale, disposition or other realization upon any Collateral as follows:

First, to the payment of the reasonable out-of-pocket costs and expenses of such collection, sale, disposition, or other realization, including reasonable out-of-pocket costs and expenses of the Secured Party and Custodian and the reasonable fees and expenses of their agents and counsel;

Next, to the payment of the Obligations, to be applied to the Obligations in such order and in such manner consistent with applicable laws as Custodian in its discretion shall decide; and

Finally, to the payment to Pledgor, or its respective successors or assigns, or as a court of competent jurisdiction may direct, of any surplus then remaining.

If the proceeds of collection, sale, disposition, or other realization are insufficient to cover the costs and expenses of such realization and the payment in full of the Obligations, Pledgor shall remain liable for any deficiency.

- a) In granting to Secured Party the power to enforce its rights hereunder without prior judicial process or judicial hearing, Pledgor expressly waives, renounces and knowingly relinquishes any legal right which might otherwise require Secured Party to enforce its rights by judicial process. Pledgor recognizes and concedes that non-judicial remedies are consistent with the usage of trade, are responsive to commercial necessity and are the result of a bargain at arm's length. Nothing herein is intended to prevent Secured Party, Custodian or Pledgor from resorting to judicial process at either party's option.
- b) Pledgor waives any right to require either Secured Party or Custodian to proceed against any third party, exhaust any Collateral or other security for the Obligations, or to have any third party joined with Pledgor in any suit arising out of the Obligations, the Depository Agreement, the Collateral Agreement or any of the Loan Documents, or pursue any other remedy available to Secured Party or Custodian. Pledgor further waives any and all notice of acceptance of this Agreement and any of the creation, modification, rearrangement, renewal or extension of the Obligations. Pledgor further waives any defense arising by reason of any disability or other defense of any third party or by reason of the cessation from any cause whatsoever of the liability of any third party. Until all of the Obligations shall have been fully discharged or paid in full, Pledgor shall have no right of subrogation and Pledgor waives the right to enforce any remedy which Secured Party has or may hereafter have against any third party, and waives any benefit of and any right to participate in any other security whatsoever now or hereafter held by Secured Party or the Custodian. Pledgor authorizes Secured Party and/or the Custodian, and without notice or demand and without any reservation of rights against Pledgor and without affecting Pledgor's liability hereunder or on the Obligations, to (i) take or hold any other property of any type from any third party as security for the Obligations, and exchange, enforce, waive and release any or all of such other property, (ii) apply such other property and direct the order or manner of sale thereof as Secured Party or the Custodian may in its discretion determine, (iii) renew, extend, accelerate, modify, compromise, settle or release any of the Obligations or other security for the Obligations, (iv) waive, enforce or modify any of the provisions of any of the Loan Documents executed by any third party, and (v) release or substitute any third party.

c) Upon the occurrence of an Event of Default:

- i. All rights of Pledgor to receive and retain the dividends and interest payments which it would otherwise be authorized to receive and retain pursuant to this Agreement shall automatically cease, and all such rights shall thereupon become vested with Secured Party which shall thereafter have the sole right to receive, hold and apply as Collateral such dividends and interest payments; and
- ii. All dividend and interest payments which are received by Pledgor contrary to the provisions of clause (i) of this subsection shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of Pledgor, and shall be forthwith paid over to the Custodian in the exact form received (properly endorsed or assigned if requested by Secured Party), to be held by the Custodian as Collateral.

2. Transfer

- a) Pledgor recognizes that the Custodian may be unable to effect a public sale of any or all of the Collateral by reason of certain prohibitions contained in the Securities Act of 1933, as amended (the "Securities Act") and applicable state securities laws, but may be compelled to resort to one or more private sales thereof to a restricted group of purchasers who will be obliged to agree, among other things, to acquire such Collateral for their own account for investment and not with a view to the distribution or resale thereof. Pledgor acknowledges and agrees that any such private sale conducted in the manner described herein may result in prices and other terms less favorable to the seller than if such sale were a public sale and, notwithstanding such circumstances, agrees that any private sale shall be made in a commercially reasonable manner. The Custodian shall be under no obligation to delay a sale of any of the Collateral for the period of time necessary to permit the issuer of the Collateral to register such Collateral for public sale under the Securities Act, or under applicable state securities laws, even if the issuer of the Collateral would agree to do so.
- b) Pledgor agrees (i) that in the event the Custodian shall, upon any Event of Default which is continuing, sell the Collateral or any portion thereof, at a private sale or sales, the Custodian shall have the right to rely upon the reasonable advice and opinion of a member of a nationally recognized investment banking firm acceptable to the Custodian, as to the best price reasonably obtainable upon such a private sale thereof, and (ii) in the absence of fraud, willful misconduct and gross negligence, that such reliance shall be conclusive evidence that the Custodian handled such matter in a commercially reasonable manner under the Code.

3. Notice

Notification of the time and place of any public sale of the Collateral, or reasonable notification of the time after which any private sale or other intended disposition of the Collateral is to be made, shall be sent to Pledgor and to any other person entitled under applicable law to notice.

4. Default; Event of Default

Each of the following shall constitute a Default or Event of Default (each a “Default” or “Event of Default”), whatever the reason for such event, and whether voluntarily, involuntarily or effected by operation of law or pursuant to any judgment or order of any court or any order, rule or regulation of any governmental authority:

- a) Any representation or warranty of Pledgor made in or pursuant to this Agreement, the Depository Agreement, the Collateral Agreement or any other of the Loan Documents shall prove to have been incorrect or misleading in any material respect when made; or
- b) Pledgor shall be in default in the performance or observance of any covenant, agreement or obligation contained in this Agreement, the Depository Agreement, the Collateral Agreement or any other of the Loan Documents; or
- c) Any provision of this Agreement, the Depository Agreement, the Collateral Agreement or any other of the Loan Documents shall, for any reason, cease to be valid or binding on or enforceable against Pledgor so as to materially, adversely affect the Secured Party’s or Custodian’s rights hereunder or thereunder, or Pledgor shall so state in writing; or
- d) The occurrence or existence of any Default or Event of Default by Pledgor under the Depository Agreement, the Collateral Agreement or any of the Loan Documents, or
- e) Failure to make punctual payment when due of any of the Obligations within five (5) business days of a due date; or
- f) The filing of suit for the purpose of, or the making of, any levy, seizure or attachment of or on any of the Collateral; or
- g) At any time, in the good faith opinion of Secured Party, the financial condition of Pledgor becomes impaired, the Collateral becomes insufficient or unsafe, the prospect of payment of the Obligations, or the prospect of performance of any of the agreements contained herein, is or becomes impaired.

I. GENERAL.

1. Custodian's Appointment

Pursuant to the Collateral Agreement, _____ has been appointed Custodian to act as agent for Secured Party.

2. Cumulative Rights

All rights and remedies of the Secured Party and the Custodian hereunder are cumulative of each other and of every other right or remedy which the Secured Party or the Custodian may otherwise have at law or in equity or under any other contract or other writing for the enforcement of the security interest herein or the collection of the Obligations, and the exercise of one or more rights or remedies shall not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

3. Waiver

Should any part of the Obligations be payable in installments, the acceptance by the Custodian or Secured Party at any time and from time to time of partial payment of the aggregate amount of all installments then matured shall not be deemed as a waiver of any Event of Default then existing. No waiver by the Custodian or Secured Party of any Event of Default shall be deemed to be a waiver of any other subsequent Event of Default, nor shall any such waiver by the Custodian or Secured Party be deemed to be a continuing waiver. No delay or omission by the Custodian or Secured Party in exercising any right or power hereunder, or under the Depository Agreement, the Collateral Agreement or any other Loan Documents, shall impair any such right or power or be construed as a waiver thereof or an acquiescence therein, nor shall any single or partial exercise of any such right or power preclude other or further exercise thereof, or the exercise of any other right or power of the Custodian or Secured Party hereunder or under such other writings.

4. Interest; Limitation of Law

No provision herein, nor in the Depository Agreement, the Collateral Agreement, nor any other Loan Documents shall require the payment or permit the collection of interest in excess of the maximum permitted by applicable law. If, in any contingency whatsoever, the Custodian or Secured Party shall receive anything of value from Pledgor deemed interest under applicable law which would exceed the maximum amount of interest permissible under applicable law, the provisions of this Agreement shall govern.

5. Parties Bound

This Agreement shall be binding on Pledgor, its respective successors, assigns, receivers, trustees, and other legal representatives, and shall inure to the benefit of the Custodian and the Secured Party, and their respective successors, assigns, receivers, trustees and other legal representatives; provided, however, that Pledgor may not assign its rights or obligations hereunder without the prior written consent

of the Secured Party. The rights, powers and interests held by the Custodian hereunder may be transferred and assigned by the Custodian, in whole or in part, with the prior written consent of Secured Party.

6. Notice; Waivers by Pledgor

All notices and other communications provided for hereunder shall be in writing and mailed, telecopied or delivered by reputable overnight delivery service or by hand, addressed to Secured Party, Custodian or Pledgor, as the case may be, at its address specified on the signature pages hereof, , or, as to each party at such other address as shall be designated by such party in a written notice to each other party complying as to delivery with the terms of this Section. All such notices and other communications shall, when mailed, telecopied, or delivered, be effective three days after being deposited in the mails, when telecopied with confirmation of receipt, or when delivered by reputable overnight delivery service or by hand to the addressee or its agent, respectively. To the extent permitted by applicable law, Pledgor waives notices of the creation, advance, increase, existence, extension or renewal of, and of any indulgence with respect to, the Obligations; waives presentment, demand, notice of dishonor and protest; waives notice of the amount of the Obligations outstanding at any time, notice of any change in financial condition of any Person liable for the Obligations or any part thereof, notice of any Event of Default and all other notices respecting the Obligations; waives all rights of redemption, appraisal, or valuation; and agrees that maturity of the Obligations and any part thereof may be accelerated, increased, extended or renewed one or more times by the Custodian in its discretion, without notice to Pledgor.

7. Modifications

No provision hereof shall be modified or limited except by a written agreement expressly referring hereto and to the provisions so modified or limited and signed by the Secured Party and Pledgor.

8. Control

Notwithstanding anything herein to the contrary, this Agreement and the transactions contemplated hereby do not and will not constitute, create, or have the effect of constituting or creating, directly or indirectly, actual or practical ownership of the issuer of the Collateral by the Custodian, or control, affirmative or negative, direct or indirect, by the Custodian or the Secured Party, over the management or any aspect of the day-to-day operation of the issuer of the Collateral, which control remains in Pledgor and the issuer of the Collateral.

9. Obligations Not Affected

To the fullest extent permitted by applicable law, the pledge, assignment and security interest granted herein and obligations of Pledgor under this Agreement shall remain in full force and effect without regard to, and shall not be impaired or affected by:

- a) any amendment or modification or addition or supplement to the Depository Agreement, any instrument delivered in connection therewith or any assignment or transfer thereof;
- b) any exercise, non-exercise, or waiver by the Custodian or Secured Party of any right, remedy, power or privilege under or in respect of, or any release of any guaranty, any collateral or the Collateral or any part thereof provided pursuant to, this Agreement, the Depository Agreement, or any other of the Loan Documents;
- c) any waiver, consent, extension, indulgence or other action or inaction in respect of this Agreement, the Depository Agreement, or any other of the Loan Documents, or any assignment or transfer of any thereof; or
- d) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of the Pledgor, whether or not Pledgor shall have notice or knowledge of any of the foregoing.

10. Release of Collateral

Upon payment in full or full discharge of the Obligations, the Custodian shall, upon the request of Pledgor and at Pledgor's sole cost and expense, release its security interest in the Collateral granted hereunder and deliver the Collateral to Pledgor. The Custodian agrees that it will execute any documents or instruments reasonably necessary to effect the release of the Collateral under this Section 10.

11. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to principles of conflicts of law) and the United States of America. Without excluding any other jurisdiction, Pledgor agrees that the state and federal courts of Texas located in Denton County, Texas shall have jurisdiction over proceedings in connection herewith.

12. This Agreement

This Agreement, together with the Collateral Agreement, the Depository Agreement and other Loan Documents, represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements of the parties hereto, there are no unwritten oral agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Pledge Agreement as of the day and year first above written.

PLEDGOR:

A National Banking Association

Address of Pledgor:

By: _____
Name: _____
Title: _____

SECURED PARTY:

TOWN OF NORTHLAKE, TEXAS,
a general law municipality

Address of Secured Party:

1500 Commons Circle, Suite 300
Northlake, TX 76226

By: _____
Name: David Rettig
Title: Mayor

AGREED TO:

CUSTODIAN:

Address of Custodian:

By: _____
Name: _____
Title: _____

Exhibit B to Pledge Agreement

PLEDGED SECURITIES

EXHIBIT C

CUSTODIAN AGREEMENT

This Custodian Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 20____, by and among the Town of Northlake, Texas, a Type A general law municipality (the "Town"), _____, a national banking association (the "Bank") and _____, a banking association (the "Custodian");

WITNESSETH:

WHEREAS, the Town and the Bank have entered into a Bank Depository Agreement dated ____ of _____, 20____ (the "Depository Agreement"), pursuant to which the Bank has agreed to execute and deliver to the Town, this Agreement and a Security Agreement (Pledge) attached as an exhibit to the Depository Agreement (the "Pledge Agreement") as a condition of the Town selecting the Bank as its banking depository and as a condition of the Town entering into the Depository Agreement; and

WHEREAS, pursuant to the Depository Agreement and the Pledge Agreement, the Bank is obligated to transfer and assign to the Custodian, for the exclusive right and benefit of the Town, pursuant to the provisions of the Depository Agreement and the Pledge Agreement, the Collateral, composed in part of Eligible Securities (capitalized terms used herein but not otherwise defined herein having the meanings ascribed to such terms in the Depository Agreement and/or the Pledge Agreement); and

WHEREAS, the Bank acknowledges and stipulates that the Custodian shall take custody and possession of the Collateral as transferred and assigned to it from time to time by the Bank, such Collateral to be held for the exclusive right and benefit of the Town, and that the Collateral as so transferred and deposited shall constitute a valid and perfected first priority security interest in and to such Collateral, securing payment of the Obligations of the Bank to the Town, free and clear of all liens, charges, claims, security interests or other encumbrances whatsoever; and

WHEREAS, the parties hereto have agreed that the Collateral is to be deposited with, and retained by, the Custodian pursuant to the terms hereof;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Appointment

- a. The Town and the Bank hereby appoint the Custodian for the purpose of taking possession and control over the Collateral transferred and assigned to the Custodian by the Bank from time to time. The Custodian hereby accepts such appointment and hereby agrees to perform the duties and obligations assigned to it pursuant to this Agreement.
- b. The Custodian shall be and shall act solely as the agent of the Town. The authority of the Custodian to act on behalf of the Town hereunder shall be limited solely to the specific authority granted to the Custodian hereunder or as may hereafter be granted by the Town to the Custodian in writing.

2. Delivery of Collateral

The Custodian hereby acknowledges that the Collateral described on Exhibit A attached hereto has been deposited with the Custodian. The Bank shall deliver to the Custodian from time to time, and the Custodian shall accept, take custody of and keep safely, all of the Collateral delivered by the Bank to Custodian from time to time as required by the Depository Agreement and the Pledge Agreement. Possession by the Custodian is hereby deemed to be possession by the Town for all purposes, including, but not limited, possession of the Collateral for perfection purposes of its security interest and lien therein under applicable Texas law.

3. Consent and Grant of Authority

- a. The Bank hereby consents to the appointment of the Custodian as the exclusive agent of the Town for the purpose of performing the duties and obligations provided for in this Agreement.
- b. The Bank agrees to pay to the Custodian all charges for its services as Custodian, and to reimburse Custodian for all costs and expenses incurred by Custodian in respect to the performance of its duties and obligations hereunder.

4. Duties and Obligations

The Custodian agrees to undertake the following duties and obligations:

- a. Custodian shall not release any Collateral which Custodian shall receive pursuant to the terms of this Agreement or take any other action or exercise any other authority, except in accordance with the express terms of this Agreement.

- b. Custodian shall not have any duty or obligation to take any action in respect of the Collateral, or any part thereof or otherwise, except as otherwise specifically provided for under the terms of this Agreement.
- c. The Town shall have the right and privilege, at any time during normal business hours, to inspect and make copies, at its expense, of all available documents and records in Custodian's possession relating to the Collateral.
- d. Custodian shall promptly notify the Town and the Bank of all written inquiries, written demands or other written communications, if any, which Custodian may receive during the term of this Agreement in respect of the Collateral and Custodian's duties and obligations hereunder. Custodian shall promptly forward copies of all such inquiries, demands or other communications to the Town and the Bank.
- e. Custodian shall use reasonable care and due diligence in the performance of its duties and obligations hereunder.
- f. Custodian acts hereunder as a custodian only and is not responsible or liable in any manner whatsoever for the sufficiency, correctness, genuineness or validity of the subject matter of the Collateral held by it as Custodian, or any part thereof. It is understood that the Custodian exercises no control over the subject matter of the Collateral being held by it as Custodian other than ordinary care in its safekeeping, and assumes no duty to any person to determine true ownership or rights in same.
- g. The Custodian's duties, obligations, rights and remedies set forth herein shall be cumulative of all rights, remedies, duties and obligations of the Custodian set forth in the Pledge Agreement, to which reference is here made for all purposes.

5. Insurance

Custodian shall, at its own expense, maintain and keep in full force and effect at all times during the existence of this Agreement:

- a. Fidelity insurance;
- b. Theft of documents insurance;
- c. Forgery insurance; and
- d. Errors and omissions insurance.

All such insurance shall be in such amounts, with standard coverage and subject to such deductibles, as is customary for insurance typically maintained by entities with custody

of investment securities. A certificate or certificates of the respective insurer or insurers as to each such policy shall be furnished to the Town and the Bank.

6. Absence of Adverse Interest

By execution of this Agreement, Custodian represents and warrants to the Town and the Bank that it currently holds and, during the existence of this Agreement shall hold, no adverse interest, by way of security or otherwise, in any of the Collateral.

7. Instructions

Custodian is hereby authorized and directed to:

- a. Deliver the Collateral, or any part thereof, as directed only (i) to the Town upon written direction of the Town; or (ii) to either the Town or the Bank upon written direction of the other, or (iii) in accordance with the written instructions of both the Town and the Bank; or
- b. Take such action or exercise such authority, as directed only (i) by the Town in writing, (ii) in accordance with written instructions of both the Town and the Bank, or (iii) by either the Town or the Bank upon written direction of the other.

Custodian shall not be liable in damages for failure to deliver the same unless and until one of these conditions is met. Where directions or instructions from more than one of the undersigned are required, such directions or instructions may be given by separate instruments of similar tenor. Either the Town or the Bank may act hereunder through an agent or attorney-in-fact, provided satisfactory written evidence of authority is first furnished to the Custodian. Custodian shall be protected in acting upon any written notice, request, waiver, consent, certificate, receipt, authorization, power of attorney or other instrument which the Custodian in good faith believes to be genuine and what it purports to be. It is expressly understood that Custodian shall be under no duty to determine the capacity Town or authority of either the Town or the Bank to act hereunder, and Custodian shall be entitled to assume that its authority and that of the undersigned continues until such time as Custodian has specific written notice of any termination of such authority. The Custodian shall not be liable for anything which it may do or refrain from doing in connection with this Agreement, except its own gross negligence or willful misconduct. The Custodian may advise with legal counsel in the event of any dispute or question as to the construction of any of the provisions of this Agreement or its duties hereunder, and it shall incur no liability and shall be fully protected in acting in accordance with the opinion and instructions of such counsel.

8. Disagreement

In the event of a disagreement between any of the parties to this Agreement, or between them or either or any of them and any other person, resulting in adverse claims or demands being made in connection with the subject matter of this Agreement, or in the event that the Custodian, in good faith, is in doubt as to what action it should

take hereunder, the Custodian may, at its option, refuse to comply with any claims or demands on it, or refuse to take any other action hereunder, so long as such disagreement continues or such doubt exists and, in any such event, the Custodian shall be entitled to continue so to refrain from acting until (i) the rights of all parties shall have been fully and finally adjudicated by a court of competent jurisdiction, or (ii) all differences shall have been adjusted and all doubt resolved by agreement among all of the interested persons, and the Custodian shall have been notified thereof in writing signed by all such persons. The rights of the Custodian hereunder are cumulative of all of the rights which it may have at law or in equity.

9. Event of Default

Upon receipt of a written notice from the Town that an Event of Default has occurred or is then continuing, the Custodian shall take such action with respect to the Collateral or deliver the Collateral to such designee or designees as the Town shall direct in writing.

10. Termination

- a. This Agreement and the Custodian's duties and obligations hereunder may be terminated at any time by written notice from the Town and the Bank delivered to the Custodian. The effective date of termination shall be as specified in such notice; provided, however, that at the option of the Custodian, the effective date of termination may be postponed to a date no more than thirty (30) days from the date of delivery of such notice in order to provide Custodian with an opportunity to prepare for the transfer of its duties and obligations hereunder, or to provide Custodian with an opportunity to make suitable arrangements for a successor custodian to act in such capacity. In the event of the resignation of the Custodian or its inability to serve or refusal to serve for any reason, the Town shall appoint a successor Custodian to act in such capacity Town with all of the rights, duties, obligations and privileges of the original Custodian named herein.
- b. At or prior to Custodian ceasing to serve in such capacity hereunder, the Bank shall make payment in full to the Custodian for all fees and expenses to which Custodian is entitled hereunder.

11. General

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- b. **Successors and Assigns**
This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, receivers, trustees, legal representatives and permitted assigns; provided, however, that neither this Agreement nor any of the rights, duties, privileges or obligations hereunder shall be assignable by

any party hereto, by operation of law or otherwise without the prior written consent of each other party hereto.

c. Notices

All notices and other communications required or permitted hereunder shall be given in writing and shall either be hand-delivered, delivered by facsimile transmission with confirmed receipt, delivered by nationally recognized overnight carrier with receipt confirmed, or sent by certified mail, postage prepaid, return receipt requested, to the recipient at its address hereafter set forth. Any such notice so delivered shall be deemed to have been given when received except any notice mailed in accordance with the provisions of this paragraph shall be deemed received when deposited in the United States mail, sent as hereinabove provided. Any party may change the address to which notices shall be given by notifying the other parties in writing as provided for in this section, but such change of address shall not be deemed received until actually received.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

TOWN:

Town of Northlake, Texas

By: _____
Name: _____
Title: _____

Address: 1500 Commons Circle, Suite 300
Northlake, Texas 76226

CUSTODIAN:

By: _____
Name: _____
Title: _____

Address:

BANK:

By: _____
Name: _____
Title: _____

Address:

EXHIBIT D

AUTHORIZED REPRESENTATIVES

The following individuals are authorized representatives of the Town empowered to direct the Bank and the Custodian for the Bank, in regard to collateral pledges, releases and substitutions in the joint safekeeping account as well as authorized to represent and act for the Town in any and all matters including execution of agreements and transfer of funds.

Town Representatives' Signatures	Name and Title
	Shirley Rogers, Town Secretary
	Drew Corn, Town Administrator
	David Rettig, Mayor

Bank Representatives	Name and Title

**REQUEST FOR PROPOSALS
BANK DEPOSITORY SERVICES**

The Town of Northlake, Texas is accepting Requests for Proposals for its Bank Depository Services until June 10, 2020 at 2:00 PM CST. Required forms and instructions are available at the Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226 or by calling (940) 648-3290. All responses must be marked Depository Service Proposal FIN-05-20 and be submitted to Shirley Rogers, Town Secretary, Town of Northlake, 1500 Commons Circle, Suite 300, Northlake, Texas 76226 no later than 2:00 pm CST on June 10, 2020. Bids will not be accepted by fax or email. Bids received after the date and time of the opening will not be considered. Staff recommendations to Council will occur on or after June 25, 2012 with service expected to begin September 1, 2020.

Publication Dates:

May 18, 2020

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 103

SUBJECT: REQUEST FOR PROPOSAL(RFP) FOR AUDIT SERVICES



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)

BACKGROUND INFORMATION:

Mayor Rettig, since coming to office, has directed Town staff to review professional service contracts and revisit, if necessary. The Town of Northlake previous request for proposal (RFP) for audit services was 2011. Professional services contracts are typically reviewed every five years. In that time, the Town of Northlake financial operations and fund structure have grown in complexity.

Staff has prepared an RFP with the following selection criteria:

- Expertise and experience
- Audit approach
- Price
- Proven ability to produce a GFOA award winning document

COUNCIL DIRECTION:

- Make Council aware of upcoming audit services proposal request

TOWN OF NORTHLAKE

Request for Proposal for Audit Services

FIN-06-20

Due June 24, 2020



The Town of Northlake, Texas is requesting proposals from qualified firms of certified public accountants, in accordance with the provisions of the Texas General Statutes, to conduct an examination and to render an opinion on the comprehensive annual financial statements of the Town of Northlake will be received at the office of the First Selectman until 2:00 pm on June 24, 2020 at which time no further proposals will be considered. Request for Proposal forms may be obtained on the Town of Northlake's website: town.northlake.tx.us. Information concerning this Request for Proposals may be obtained by contacting the Town Finance Director at (940)-648-3290. The Town of Northlake is an Equal Opportunity Employer.

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I. INTRODUCTION

A. General Information

The Town of Northlake (the Town) is requesting proposals from qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30th, 2020, 2021, 2022, 2023 and 2024. These audits are to be performed in accordance with generally accepted auditing standards, the standards set forth for financial audits in the General Accounting Office's (GAO) *Government Auditing Standards (2018)*, *Audits of States, Local Governments and Non-profit Organizations*, and the Texas state provisions concerning the *State Single Audit Act*.

The auditor(s) shall state that the primary purpose of the audit is to express an opinion on the general-purpose financial statements taken as a whole and that the audit is subject to the inherent risk that errors or irregularities may occur and not be detected.

There is no expressed or implied obligation for the Town of Northlake to reimburse firms for any expenses incurred in preparing proposals in response to this request.

To be considered, an original and five (5) copies of a proposal must be received by the Town of Northlake, Finance Department (Director), 1500 Commons Circle Suite 300, Northlake, TX 76226 by 2:00 p.m. on July 24th, 2020. The Town of Northlake reserves the right to reject any or all proposals submitted. Proposals submitted will be evaluated by accounting and finance personnel, Town administrators and Audit Committee members.

During the evaluation process, the selection personnel and the Town of Northlake reserve the right, where it may serve the Town of Northlake's best interest, to request additional information or clarifications from proposers, or to allow corrections of errors or omissions. At the discretion of the Town of Northlake or the selection personnel, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The Town of Northlake reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Northlake and the firm selected.

It is anticipated the selection of a firm will be completed no later than July 10th, 2020. Following the notification of the selected firm, it is expected that an engagement letter will be executed between both parties within 30 days of approval.

B. Term of Engagement

Contract Period - The agreement shall be for a five-year period and shall become effective immediately upon execution by all parties with implementation of all specified services to take place for the audit of fiscal year ending September 30, 2020. The contract entered between the Town and the firm shall extend for a term through and including the audit for the fiscal year ending September 30, 2024. The agreement may be extended at the discretion of the Town Council.

Compensation – Compensation for services shall be a fixed price for each year of the five-year term of the agreement, except for adjustments based on CPI. The fixed fee shall include a minimum number of hours to be allocated to the partner-in-charge, supervising manager, and field staff. Upon request the firm will provide the Town with a statement of chargeable hours to substantiate billings. Any annual optional extensions shall be performed at prices to be negotiated before the option is exercised.

Termination of Contract – Following implementation, should the Finance Director find that the firm has failed in any material respect to perform its obligations under the agreement; the Town may cancel the agreement. The firm shall be liable for damages from such breach including reasonably foreseeable incidental and consequential damages. Should the Town find that the provision of auditing services under the terms of the

agreement precludes the Town from administering its duties in an effective and efficient manner; the Town may cancel the agreement upon 180 days written notice to the firm. In such event the Town shall compensate the firm at the pro rata hourly rate for services performed through the effective date of the cancellation which shall be in full and complete satisfaction of the firm's claims. The firm shall promptly return all workpapers and work in progress to the Town. The firm shall provide the Town at least 180 days prior written notice of its intent to terminate any agreement.

II. DESCRIPTION OF THE GOVERNMENT

A. General

The auditor's principal contact with the Town of Northlake will be the Finance Director or a designated representative, who will coordinate the assistance to be provided by the Town of Northlake to the auditor.

B. Background Information

The Town is a General law Type A Municipality that operates under an at-large Mayor-Council form of government. The Code of Ordinances governs the operation of the Town. In addition, certain Town transactions are governed by the State of Texas Statutes.

The Town of Northlake serves an area of 32.5 square miles with a population of approximately 4,140. The Town employs 47 employees. The Town of Northlake's fiscal year begins on October 1 and ends on September 30.

The Town of Northlake provides the following services to its citizens:

Police Protection, Contract Animal Control, Street Lights, Road Repair, and General Government Services. Fire Protection and Ambulance Service are provided via the emergency services district. The Town provides a sanitary sewer system which delivers the wastewater to the Trinity River Authority water treatment facility.

The Town of Northlake is organized into several departments. All funds are under the administrative control of the Town Administrator.

More detailed information on the government and its finances can be found in the following documents which are available on the Town of Northlake's website (at: <https://www.town.northlake.tx.us/155/Finance-Department>), including:

1. Adopted Budget for the current fiscal year
2. Most recent CAFR (Comprehensive Annual Financial Report)

The Town hopes to receive the GFOA Certificate of Achievement for Excellence in Financial Reporting for its CAFRs moving forward and will approach the annual audit with this end in mind.

C. Fund Structure

The Town of Northlake uses all of the funds included in the budget and the CAFR under general fund, and account groups in its financial reporting.

D. Budgetary Basis of Accounting

The Town of Northlake prepares its budgets on a basis consistent with generally accepted accounting principles except that encumbrances are recognized as a valid and proper charge against an appropriation in the year the purchase order is issued.

E. Pension Plans

The Town of Northlake participates in the following pension plans:

1. All full-time Town employees, except for those eligible for participation in the Texas Municipal Retirement System and sworn police officers, participate in a contributory defined benefit pension plan.

III. ASSISTANCE TO BE PROVIDED TO THE AUDITOR AND REPORT PREPARATION

A. Statements and Schedules and Other Pertinent Information to be Prepared by the Town of Northlake

The staff of the Town of Northlake will prepare or provide the following statements and schedules for the auditor as follows:

- Adjusted trial balance for all funds.
- Detailed schedules of revenues and expenditures, expenses, accounts payable and receivable, and encumbrances.
- Detail of balance sheet and subsidiary account activity.
- Check registers for all funds.
- Bank reconciliations for all accounts.
- Detail of capital projects expenditures
- Analysis of accounts as requested.
- Investment activity schedules.
- Debt schedules.
- Fixed assets schedules.
- Payroll records.
- Tax collection schedules.
- Schedule of compensated absences.
- Latest actuarial reports.
- Standard representation letters.
- Individual fund statements for all funds.
- Notes to the combined financial statements.
- Required supplementary information.
- Management's discussion and analysis.
- CAFR statistical tables.
- Schedule of federal and state assistance.

B. General

Workspace will be provided in close proximity to the financial records. Telephones and use of a copy machines will be made available as well as internet access during the engagement. The auditor will be required to provide computer equipment and other office materials as needed.

IV. NATURE OF SERVICES REQUIRED

A. General

The Town of Northlake is soliciting the services of qualified firms of certified public accountants to audit its financial statements for the fiscal years ending September 30, 2020, 2021, 2022, 2023, and 2024 with an option to extend at the discretion of The Town Council. These audits are to be performed in accordance with the provisions contained in this request for proposals.

B. Qualifying Requirements

Qualified Firm:

Firms submitting proposals must be qualified to perform independent audits of municipalities of the State of Texas.

The firm must have been engaged during the fiscal year ending September 30, 2019, as independent auditors for the purpose of rendering an opinion on the annual financial statements of a Texas municipality with a population of at least 10,000.

Location:

The auditors must have an office located within the State of Texas, and resident staff must be able to offer the full range of auditing services required by this Request for Proposals.

Non-Discrimination:

No person shall be denied or subjected to discrimination on account of any services, or activities made possible by or resulting from this agreement on the grounds of sex, race, color, creed, national origin, age (except minimum age and retirement provision), marital status or the presence of any sensory, mental or physical handicap. Any violation of this provision shall be considered a violation of a material provision of this agreement and shall be grounds for cancellation, termination or suspension in whole or in part of the agreement by the Town of Northlake and may result in ineligibility for further Town of Northlake contracts. The proposer shall at all times in the proposal and contract process comply with all applicable Town of Northlake, state, and federal anti-discrimination laws, rules, regulations and requirements thereof.

Reports:

Each proposer shall submit copies of at least two Comprehensive Annual Financial Reports issued by Texas municipalities in which their opinion is contained. *At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years* as it is an essential aim of the Town to earn this Certificate of Achievement concerning the Town's Comprehensive Annual Financial Reports.

Other:

Supervisory members of the audit team, including the "in charge" field auditor, should be Certified Public Accountants and have a minimum of three (3) years of municipal audit experience in the State of Texas. The selection personnel intend to strongly consider municipal audit experience and certification in evaluating the proposer's audit team. It is the Town's desire to maintain a consistently qualified team during the term of the engagement.

List the current Texas municipal clients and the Texas clients lost and gained during the calendar year 2019.

C. Scope of Work to be Performed

The Town of Northlake desires the auditor to express an opinion on the fair presentation of its basic financial statements, the combining and individual non-major fund financial statements and schedules in conformity with generally accepted accounting principles.

The auditor is not required to audit the supporting schedules, the Management's Discussion and Analysis and the Budgetary Comparison contained in the Comprehensive Annual Financial Report. However, the auditor is to provide an "in-relation-to" report on the supporting schedules and information based on the auditing procedures applied during the audit of the basic financial statements and the combining and individual fund financial statements and schedules. *The auditor is not required to audit the introductory section of the report or the statistical section of the report.*

The auditor will also be responsible for aiding in the presentation of the Government-wide Financial Statements and the accompanying notes section of the CAFR.

D. Auditing Standards to be Followed

To meet the requirements of this request for proposals, the audit shall be performed in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. Comptroller General's Government Auditing Standards, Audits of States, Local Governments and Non-profit Organizations, and in conjunction and conformity with the Texas Single Audit Act.

E. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue, as required by generally accepted auditing standards, *and Government Auditing standards, and the Texas Single Audit Act*, including but not limited to the following:

- A report on the fair presentation of the financial statements in conformity with generally accepted accounting principles.
- A report on compliance and on internal control over financial reporting based on an audit performed in accordance with *Government Auditing Standards*.
- A report on the Supplementary Schedule of State Financial Assistance.
- A report on the internal control over compliance in accordance with the State Single Audit Act.
- A report on compliance with the general requirements applicable to state financial assistance programs.
- A report on compliance with specific requirements applicable to major state financial assistance programs.

The auditor shall communicate in a letter to the Town of Northlake (Attn: Drew Corn, Town Administrator) any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements.

F. Special Considerations

1. The Town of Northlake will send its Comprehensive Annual Financial Report to the Government Finance Officers Association of the United States and Canada for review in its Certificate of Achievement for Excellence in Financial Reporting program in a timely manner. The Town will not allow an extension on submission for this program. It is the aim of the Town to be awarded this Certificate of Achievement for Excellence in Financial Reporting.
2. Another chief aim of the Town is to produce a Comprehensive Annual Financial Report in which generic, high level line items and account (categories) are deconstructed and explained concerning what items, sub-accounts, and transactions, etc. these line items and accounts are comprised of. Such line item and account descriptions should be featured in a "Account Description" section (ideally, located in close proximity to the statement(s) and representations featuring said broad line-items and accounts) in which all broad line items and accounts are broken down and explained in writing. This is merely one specific outcome that the Town is intent on realizing as a means of achieving a crucial strategic initiative: making the Comprehensive Annual Financial Report more understandable to Town staff, leadership, Council members, and residents who may not possess the same financial expertise or familiarity with such financial reporting. Other outcomes toward this crucial strategic initiative concerning the presentation and communication of information in the Comprehensive Annual Financial Report are welcomed by the Town.

G. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the Town of Northlake of the need to extend the retention period. The auditor will be required to make working papers available upon request by the Town of Northlake.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

H. Other Audit Services

Periodically the Town of Northlake is required to have separate audits performed. The auditor will be expected to perform these audits and any other audit services requested by the Town of Northlake outside of the standard audit at the hourly rate stated in Appendix A.

I. Implied Requirements

All services not specifically mentioned in this request for proposals that are necessary to provide the functional capabilities described by the auditor shall be included in the Scope of Services.

V. **TIME REQUIREMENTS**

A. Proposal Calendar

The following is a list of key dates up to and including the date proposals are due to be submitted:

Request for proposals issued	May 15, 2020
Due date for proposal	June 24, 2020 @ 2:00 pm
Appointment by Town	On or After July 10, 2020
Contract date	Within 30 days of appointment

B. Schedule for the Annual Audit

Each of the following should be completed by the auditor no later than the dates indicated.

1. *Interim work*
The auditor shall complete interim fieldwork by _____.
2. *Detailed Audit Plan*
The auditor shall provide the Town of Northlake by _____ both a detailed audit plan and a list of all schedules to be prepared by the Town of Northlake.
3. *Fieldwork*
The auditor shall complete all fieldwork by _____.
4. *Exit conference and Draft Repots*
An exit conference to review draft CAFR and significant audit findings shall be completed by _____.
5. *Draft Comments*
The Town of Northlake shall provide the auditors with comments on the Draft report by _____.
6. *Final Report*
auditor shall have final audit report completed by _____.

C. Report Submissions

The final report and 10 signed copies should be delivered to:

Town of Northlake
Finance Department
1500 Commons Circle, Suite 300
Northlake, TX 76226

VI. **PROPOSAL REQUIREMENTS**

A. General Requirements

1. *Inquiries*
Inquiries concerning the request for proposals and the subject of the request for proposals must be made to:
John Zagurski, Finance Director
jzagurski@town.northlake.tx.us
(940)-648-3290
2. *Submission of Proposals*
The following material is required to be received by June 24th at 2:00 p.m. for a proposing firm to be considered:
 - a. The Proposal and five copies are to include the following:

- i. *Title Page*
Title page showing the request for proposal's subject; the firm's name; the name, address and telephone number of a contact person; and the date of the proposal.
 - ii. *Table of Contents*
 - iii. *Transmittal Letter*
A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes itself to be best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer for the period covered.
 - iv. *Detailed Proposal*
The detailed proposal should follow the order set forth in Section VI B of this request for proposals.
 - v. *Guarantees and Warranties*
Executed copies of Proposer Guarantees and Proposer Warranties attached to this request for proposals (Appendix B).
 - vi. Insurance Schedule (Appendix C).
 - vii. Audit Services Proposal Letter (Appendix D).
- b. The proposer shall submit an original and five copies of a dollar cost proposal attached to this request for proposals (Appendix A) sealed in two (2) different envelopes.
- c. Proposers should send the completed proposal to the following address:
Town of Northlake
1500 Commons Circle, Suite 300
Northlake, TX 76226
Attn: Shirley Rogers, Town Secretary
(940)-648-3290

The envelopes shall be clearly marked as follows:

Envelope #1: Audit Technical Proposal

Envelope #2: Audit Sealed Dollar Cost Proposal (Appendix A)

B. Technical Proposal

1. *General Requirements*

The purpose of the Technical Proposal is to demonstrate the qualifications, competence and capacity of the firms seeking to undertake an independent audit of the Town of Northlake in conformity with the requirements of this request for proposals. As such, the substance of proposals will carry more weight than their form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposals requirements.

THERE SHOULD BE NO DOLLAR UNITS OR TOTAL COSTS INCLUDED IN THE TECHNICAL PROPOSAL DOCUMENT.

The Technical Proposal should address all the points outlined in the request for proposals (excluding any cost information which should only be included in Appendix A). The Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional items may be presented, the following subjects, items Nos. 2 through 8, must be included. They represent the criteria against which the proposal will be evaluated.

2. *Independence*

The firm should provide an affirmative statement that it is independent of the Town of Northlake as defined by generally accepted accounting standards and the U.S. Comptroller General's *Government Auditing Standards* (1994).

The firm should also list and describe the firm's professional relationships involving the Town of Northlake or any of its agencies for the past five (5) years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the Town of Northlake written notice of any professional relationships entered into during the period of this agreement.

3. *License to Practice in Texas*

An affirmative statement should be included indicating that the firm and all key professional staff are properly qualified to practice in Texas.

4. *Firm Qualifications and Experience*

The proposer should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the last three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.

5. *Partner, Supervisory and Staff Qualifications and Experience*

The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to this engagement. Indicate whether

each such person is licensed to practice as a certified public accountant in Texas. Provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three (3) years and membership in professional organizations relevant to the performance of this audit.

Provide as much information as possible regarding the number, qualifications, experience and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of the staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of Town of Northlake. Replacement personnel must have the same or greater level of municipal audit experience as the originally proposed staff or the Town of Northlake will be entitled to a reduction in fees. In any case, the Town of Northlake retains the right to approve or reject replacements.

Consultants and firm specialists mentioned in response to this request for proposals can only be changed with the express prior written permission of the Town of Northlake, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have the same or better qualifications or experience, or the Town of Northlake will be entitled to a reduction in fees.

6. *Similar Engagements with Other Government Entities*

For the firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum - 5) performed in the last five years that are similar to the engagement described in this request for proposal. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

7. *Specific Audit Approach*

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section IV of this request for proposals. In developing the work plan, reference should be made to such sources of information as the Town of Northlake's budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Proposers will be required to provide the following information on their audit approach:

- a. Proposed segmentation of the engagement
- b. Level of staff and number of hours to be assigned to each proposed segment of the engagement. NO DOLLARS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL
- c. Sample size and the extent to which statistical sampling is to be used in the engagement. Extent of use of EDP (or other similar) software in the engagement.
- d. Type and extent of analytical procedures to be used in the engagement.
- e. Approach to be taken to gain and document an understanding of the Town of Northlake's internal control structure.
- f. Approach to be taken in determining laws and regulations that will be subject to audit test work.
- g. Approach to be taken in drawing audit samples for purposes of tests of compliance.

8. *Identification of Anticipated Potential Audit Problems*

The proposal should identify and describe any anticipated potential audit problems, the firm's approach to resolving these problems and any special assistance that will be requested from the Town of Northlake.

9. *Report Format*

The proposal should include sample formats for required reports.

NO DOLLAR AMOUNTS SHOULD BE INCLUDED IN THE TECHNICAL PROPOSAL.

C. Sealed Dollar Cost Proposal

1. *Total All-Inclusive Maximum Price*

The dollar cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses.

The Town of Northlake will not be responsible for expenses incurred in preparing and submitting the technical proposal or the dollar cost proposal. Such costs should not be included in the proposal.

2. *Fixed Fees by Category*

The dollar cost proposal should include a schedule of professional fees and expenses, presented in the format provided in the attachment (Appendix A), that supports the total all-inclusive price.

3. *Dollar cost that would be charged to create the Government-wide Statements using provided information.*

The total all-inclusive maximum price to be proposed is to contain all direct and indirect costs including all out-of-pocket expenses.

4. *Rates for Additional Professional Services*

If it should become necessary for the Town of Northlake to request the auditor to render any additional services requested in this request for proposals or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work shall be performed only if set forth in an addendum to the contract between the Town of Northlake and the firm. Any such additional work agreed to between the Town of Northlake and the firm shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal in Appendix A.

5. *Manner of Payment*

Progress payments will be made on the basis of hours of work completed during the course of the engagement in accordance with the firm's dollar cost proposal. Interim billings shall cover a period of not less than a calendar month. The Town reserves the right to withhold ten percent (10%) from each billing pending delivery of the firm's final reports.

VII. EVALUATION PROCEDURES

A. Selection Personnel

Proposals submitted will be evaluated by the Finance Director and other staff members of the Town.

B. Evaluation Criteria

The following represents the principal selection criteria which will be considered during the evaluation process of proposals.

1. *Mandatory Elements*

- a. The audit firm is independent and licensed to practice in Texas.
- b. The audit firm's professional personnel have received adequate continuing professional education within the preceding three years.
 - i. The firm has no conflict of interest with regard to any other work performed by the firm for the Town of Northlake.
 - ii. The firm submits a copy of its most recent external quality control review report and the firm has a record of quality audit work.
 - iii. The firm adheres to the instructions in this request for proposals on preparing and submitting the proposal.

- iv. The firm submits copies of at least two Comprehensive Annual Financial Reports issued by Texas municipalities in which their opinion is contained. *At least one of these reports shall have been awarded the GFOA Certificate of Achievement for Excellence in Financial Reporting within the past three years.*

2. *Technical Qualifications*

a. Expertise and Experience

- i. The firm's past experience and performance on comparable government engagements.
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- iii. Experience with the preparation of federal and state financial assistance and related reports.
- iv. Experience in providing assistance to meet the requirements of the Certificate of Achievement for Excellence in Financial Reporting program.

b. Audit Approach

- i. Service Delivery Plan: Describe how the firm intends to conduct the audit in the first year versus subsequent years. Describe the service delivery system including what will be done, by whom, how and where. Provide detail on staffing requirements. Describe how the services will be coordinated and monitored and how access to them will be ensured through entrance conferences, progress reporting, and exit conferences.

3. *Price*

Cost will not be the primary factor in the selection of an audit firm.

C. Oral Presentations

During the evaluation process, the selection personnel may, at their discretion, request any one or all firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the selection personnel may have on a firm's proposal. Not all firms may be asked to make such oral presentations.

D. Final Selection

The selection personnel will recommend a firm for approval by the Town of Northlake. It is anticipated that a firm will be selected by July 9, 2020. Following notification of the firm selected, it is expected that a contract will be executed between both parties within thirty (30) days of approval.

E. Right to Reject Proposals

Submission of a proposal indicates acceptance by the firm of the conditions contained in this request for proposals unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town of Northlake and the firm selected.

The Town of Northlake reserves the right without prejudice to reject any or all proposals or parts thereof for any reason, to negotiate changes to proposal terms and to waive minor inconsistencies with the request for proposal.

APPENDIX A

PROPOSAL FOR AUDITING SERVICES

Name of firm _____

Location of office staffing the audit _____

Professional audit staff assigned to Northlake (Number) _____

Certified professional audit staff assigned to Northlake (Number) _____

Texas municipal audit clients: 1. _____
List fiscal year 2018-19 engagements
for municipalities with population 2. _____
of 15,000 or higher. 3. _____

Audit Fees for Year 1

Town general audit \$ _____

Government-wide statements (Statements of Net Assets
and Activities) \$ _____

Hourly rate in excess of fixed fee allowance or for
audit services outside the scope of the annual audit \$ _____

Hours provided for above stated fees:

Partner-in-charge and review partner _____

Supervising manager _____

Audit Staff _____

APPENDIX A (continued)

Audit Fees for Year 2

Town general audit	\$	_____
Government-wide statements (Statements of Net Assets and Activities)	\$	_____
Hourly rate in excess of fixed fee allowance or for audit services outside the scope of the annual audit	\$	_____
Hours provided for above stated fees:		
Partner-in-charge and review partner		_____
Supervising manager		_____
Audit Staff		_____

Audit Fees for Year 3

Town general audit	\$	_____
Government-wide statements (Statements of Net Assets and Activities)	\$	_____
Hourly rate in excess of fixed fee allowance or for audit services outside the scope of the annual audit	\$	_____
Hours provided for above stated fees:		
Partner-in-charge and review partner		_____
Supervising manager		_____
Audit Staff		_____

(Firm)

(Authorized Signature)

(Title)

(Telephone)

(Date)

APPENDIX B

PROPOSER GUARANTEES AND PROPOSER WARRANTIES

Proposer Guarantees

- I. The proposer certifies it can and will provide and make available, at a minimum, all services set forth in Section IV, Nature of Services Required.

Proposer Warranties

- I. Proposer warrants that it is willing and able to comply with State of Texas laws with respect to foreign (non-state of Texas) corporations.
- II. Proposer warrants that it is willing and able to obtain an errors and omissions insurance policy providing a prudent amount of coverage for the willful or negligent acts, or omissions of any officers, employees or agents thereof.
- III. Proposer warrants that it will not delegate or subcontract its responsibilities under an agreement without the express prior written permission of the Town of Northlake.
- IV. Proposer warrants that all information provided by it in connection with this proposal is true and accurate.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

APPENDIX C

Insurance Exhibit - Financial Auditing Service

The Auditor (hereinafter called the Contractor) shall procure insurance coverage against claims that may arise from, or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The Contractor shall keep all the required insurance in force continuously pursuant to their responsibility described in this contract, including any and all extensions. The Contractor shall pay all costs, premiums, and audit charges earned and payable under the required insurance.

For the purpose of this exhibit: the term "Contractor" shall also include their respective agents, representatives, employees or subcontractors; and the term "Town of Northlake" (hereinafter called the "Town") shall include their respective officers, agents, officials, employees, volunteers, boards and commissions.

A. Minimum Scope and Limits of Insurance:

The insurance required shall be written for not less than the scope and limits of insurance specified in this exhibit, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage is greater. It is agreed that the scope and limits of insurance coverage specified in this exhibit are minimum requirements and shall in no way limit or exclude the Town from additional limits and coverage provided under the Contractor's policies.

1. **Commercial General Liability:**

\$1,000,000 combined single limit per occurrence for bodily injury, personal injury, property damage, contractual liability and products /completed operations.

2. **Automobile Liability and Physical Damage Coverage:**

\$500,000 combined single limit per occurrence for any auto, including statutory uninsured/underinsured motorists' coverage and \$1,000 medical payments. Policy to include collision and comprehensive coverage for any auto used for the purpose of this contract.

3. **Workers' Compensation:**

Coverage A / Workers' Compensation: statutory limits as required by the Labor Code of the State of Texas. Coverage B / Employer's Liability: limits of \$100,000 each accident, \$500,000 disease/policy limit, \$100,000 disease/each employee. If the Contractor decides not to procure workers' compensation in accordance with Texas law, the Contractor agrees to comply with the Texas Workers' Compensation Act's (Act) requirements for withdrawing from the provisions of the Act, including, but not limited to, filing the appropriate notice of withdrawal with the commissioner. The Contractor is wholly responsible for taking the actions necessary to withdraw from the provisions of the Act. In lieu of procuring workers' compensation insurance and providing the Town with proof thereof, the Contractor agrees to hold the Town of Northlake, their respective boards and commissions, officers, agents, officials, employees, servants, volunteers, contractors and representatives harmless from any and all suits, claims, and actions arising from personal injuries sustained by the Contractor or Contractor's employees during the course of the performance of this contract, however caused.

4. **Crime & Fidelity:**

Coverage A - \$1,000,000 Employee Theft
Coverage B - \$1,000,000 Forgery & Alteration
Coverage C - \$1,000,000 Theft of Monies & Securities
Coverage D - \$1,000,000 Robbery & Safe Burglary

The Contractor shall provide that the bonding company name the Town of Northlake as Joint Loss Payee for purposes of this Contract.

5. Professional Liability:

\$1,000,000 per occurrence, \$2,000,000 aggregate each claim.

6. Personal Property:

"All risk" insurance on a replacement cost basis to cover the value of personal property belonging to the Contractor and others (including but not limited to the personal property of subcontractors) located on Town property while in use or in storage for the duration of the contract. Deductible not to exceed \$1,000. The Contractor agrees that the Town will not assume any responsibility for the Contractor's personal property.

B. Additional Insured Endorsement:

All liability policies (with the exception of Worker's Compensation and Professional Liability) shall have the Town of Northlake, and their respective officers, agents, officials, employees, volunteers, boards and commissions endorsed as an Additional Insured with respect to liability arising out of or in connection with the activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased, or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Town.

C. Acceptability of Insurers:

Contractor's policies shall be written by insurance companies licensed to do business in the State of Texas, with a Best's rating of no less than A: VII, or otherwise deemed acceptable by the Town's Administrative Officer.

D. Subcontractors:

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

E. Waiver of Subrogation:

Contractor shall provide that all insurance policies include a waiver of subrogation clause that states that it is agreed that in no event shall the insurance company have any right of recovery against the Town. When the Contractor is self-insured, it is agreed that in no event shall the Contractor have any right of recovery against the Town.

F. Claims-Made Form:

If the insurance coverage is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the date of the contract. The certificate of insurance shall state the retroactive date and that the coverage is claims-made. The Contractor shall maintain coverage for the duration of the contract and for the two (2) years following the completion of the contract. Evidence of such coverage shall be provided to the Town thirty (30) days prior to each policy expiration.

G. Aggregate Limits:

If a general aggregate is used, the general aggregate limit shall apply separately to the project or shall be twice the occurrence limit. All aggregate limits must be declared to the Town. It is agreed that the Contractor shall notify the Town with reasonable promptness with information concerning the erosion of limits due to claims paid under the general aggregate during the contract term. If the aggregate limit is eroded, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. The Contractor shall pay the premium.

H. Deductibles and Self-Insured Retentions:

Contractor must declare any deductibles or self-insured retentions to the Town. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

I. Notice of Cancellation or Nonrenewal:

For other than non-payment of premium, each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Town. Ten (10) days prior written notice shall be given for non-payment of premium

J. Other Insurance Provisions:

The policies are to contain, or be endorsed to contain, the following provisions:

1. Liability Coverage

- a. The Contractor's insurance coverage shall be primary insurance with respect to the Town. Any insurance or self- insurance maintained by the Town shall be excess of the Contractor's insurance and shall not contribute with it.
- b. Coverage shall state that the Contractor's insurance shall apply separately to each insured against whom a claim is made, or suit is brought.
- c. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the Town.

K. Verification of Coverage:

The Contractor shall provide the Town with certificates of insurance, declaration pages, policy endorsements or provisions confirming compliance with this exhibit before work commences. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewal of expiring certificates shall be filed thirty (30) days prior to expiration. The Town reserves the right to require complete, certified copies of all required policies, at any time.

All insurance documents required by this exhibit should be mailed to:
Town of Northlake,
1500 Commons Circle
Suite 300
Northlake, TX 76226
Attn: Shirley Rogers, Town Secretary

L. Failure to Purchase or Maintain Insurance:

If the Town or the Contractor is damaged by failure of the Contractor to purchase or maintain insurance required by this exhibit, the Contractor shall bear all reasonable costs including, but not limited to, attorney's fees and costs of litigation, properly attributable thereto.

Initials/ Contractor

Date

Initials/ Town of Northlake

Date

APPENDIX D

John Zagurski
Finance Director
Town of Northlake
1500 Commons Circle
Suite 300
Northlake, TX 76226

Dear Mr. Zagurski:

We have read the Request for Proposals and fully understand its intent and contents. We certify that we have adequate personnel, insurance, equipment, and facilities to fulfill the specified requirements. We understand that our ability to meet the criteria and provide the required services shall be judged solely by the selection personnel.

We have attached the following:

1. Audited CAFR reports for two (2) clients as outlined in Section IV, B.
2. Proposal as outlined in Section VI
3. Appendix A: Proposal for Auditing Services (separate envelope).
4. Appendix B: Proposer Guarantees and Warranties Insurance
5. Appendix C: Insurance Statement.

It is further understood and agreed that all information included in, attached to, or required by the Request for Proposals shall be public record upon delivery to the Town of Northlake.

Submitted by:

(Firm)

(Authorized Signature)

(Title)

(Telephone)

(Date)



1

Page 2

VISION

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

MISSION

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




WWW.TOWN.NORTHLAKE.TX.US


2

COUNCIL STRATEGIC GOALS

-  CONTROL OUR OWN DESTINY
-  DEFINE & STRENGTHEN OUR IDENTITY
-  EFFECTIVELY MANAGE PUBLIC RESOURCES
-  SYSTEMATICALLY INVEST IN INFRASTRUCTURE
-  DIVERSIFY THE TAX BASE
-  OPERATE EFFICIENTLY & EFFECTIVELY
-  PROMOTE PUBLIC INVOLVEMENT
-  RESPONSIBLY MANAGE GROWTH

3

MAYORAL BUDGET PRINCIPLES

	Balance Budget while Investing in Future Capabilities
	Recruit and Retain Highly Qualified and Motivated Personnel
	Ensure Sustainable Development through Strategic Planning
	Attract Businesses to Diversify Future Tax Base
	Improve, Construct and Repair Road, Water, Sewer and Drainage Infrastructure
	Increase Staffing to Maintain Current Service Levels
	Invest in Equipment and Technology to Increase Productivity & Efficiency

4

BUDGET GOALS

- Fund government functions to sustain current service levels
 - Public safety, road maintenance, water and sewer operations, development oversight, financial administration
- Invest in infrastructure to meet the needs of the Town
- Provide property tax relief to residential homesteads

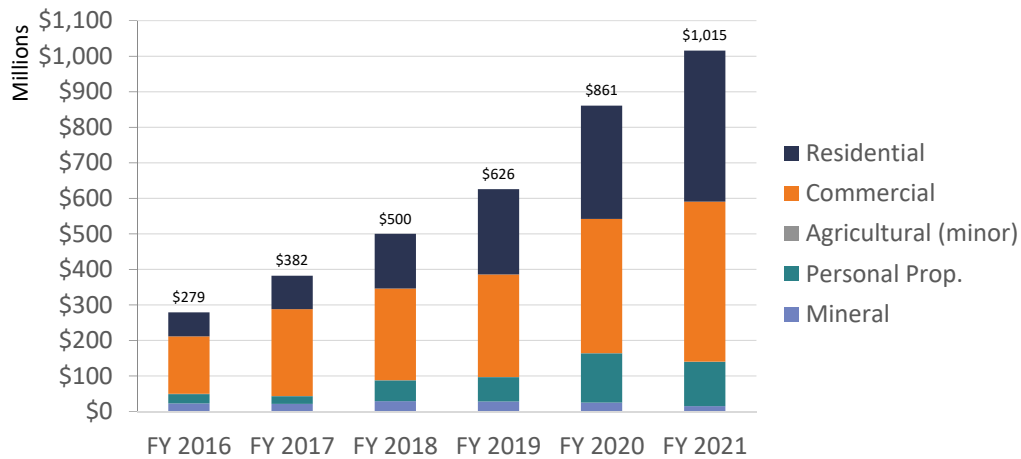


REVENUE EXPECTATIONS

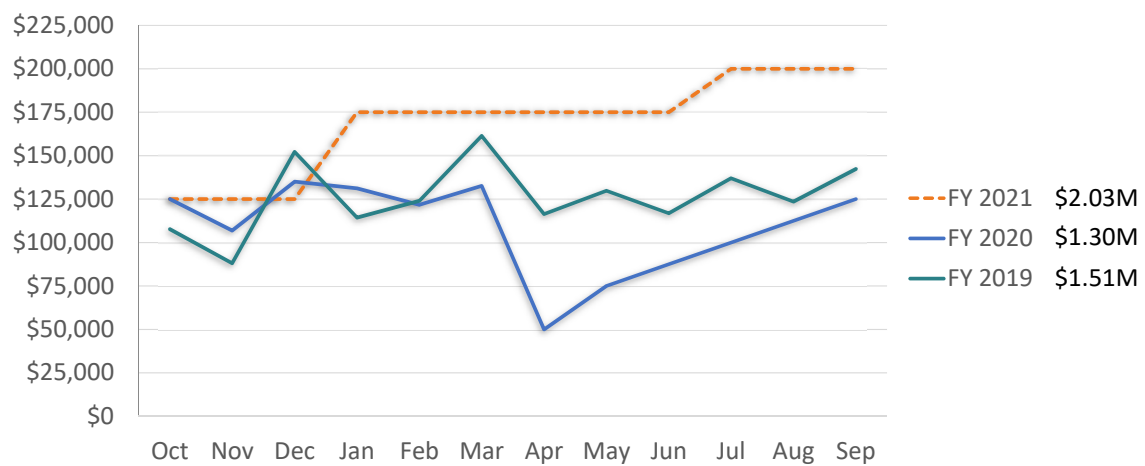
- Property tax revenues
 - 46% increase in market value from \$1.1B to \$1.6B (first estimate)
 - 17% increase in taxable value after protests & exemptions \$0.86B to \$1.0B
- Sales tax revenues
 - FY 2020 – \$250,000 below budget
 - FY 2021 – Return to 2019 levels or greater
- To support capital improvements, rate study recommends increase
- Continued residential construction (~750 permits in FY 2021)



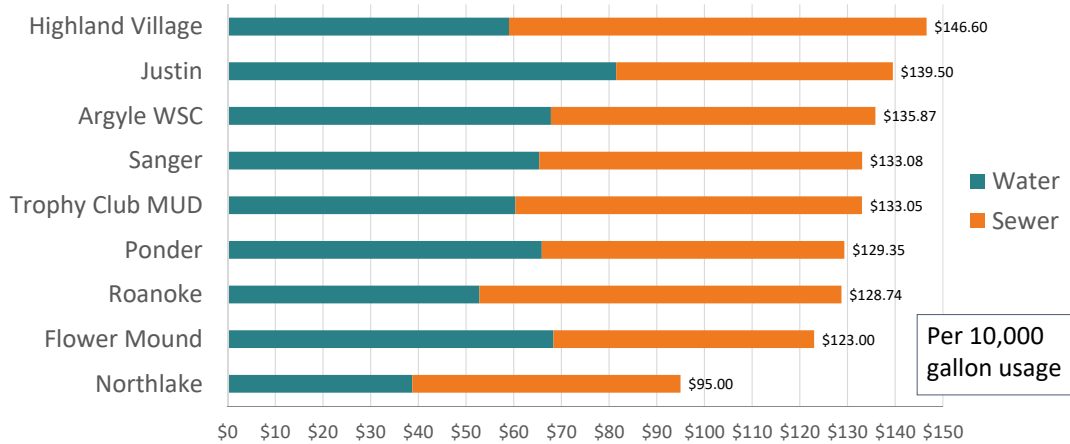
PROPERTY VALUE PROJECTIONS



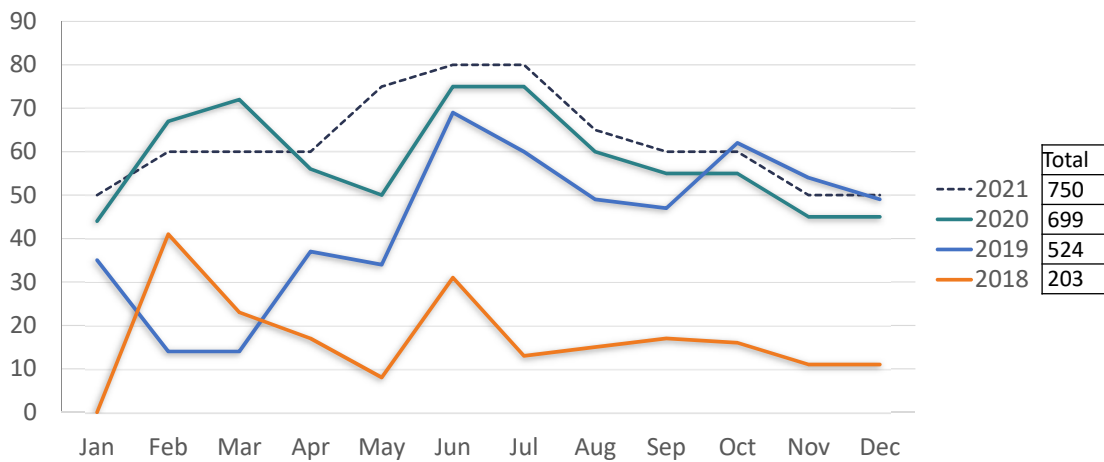
MONTHLY SALES TAX (FY)



UTILITY RATE COMPARISON



RESIDENTIAL BUILDING PERMITS



STAFFING NEEDS

- Police
 - Detective to handle increased caseload
 - Two officers to provide shift coverage
 - Animal control contract due to FM cancellation - \$36,000
- Public Works
 - Equipment Operator dedicated to sewer vacuum truck
 - Two Maintenance Workers to enhance road repair capabilities
- Administration
 - Management Assistant for administrative workload

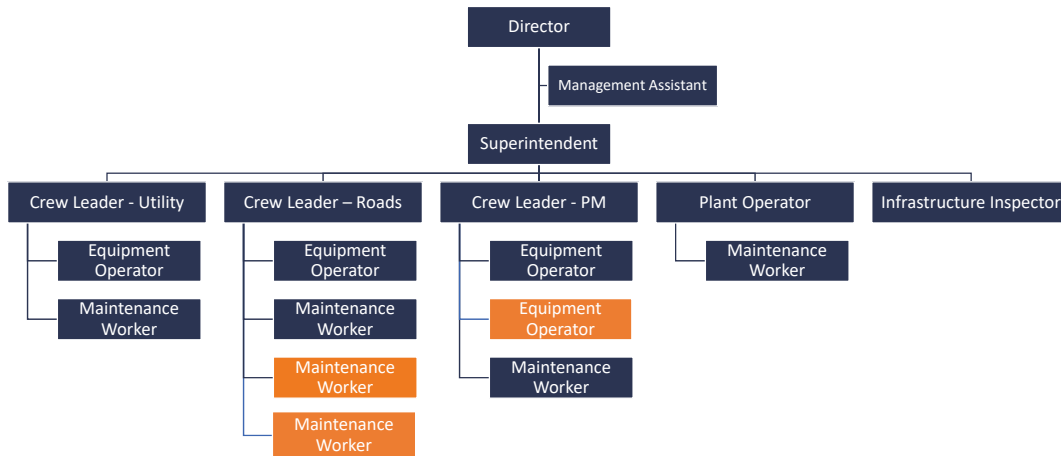
11

NEW POSITIONS - POLICE



12

NEW POSITIONS – PUBLIC WORKS



13

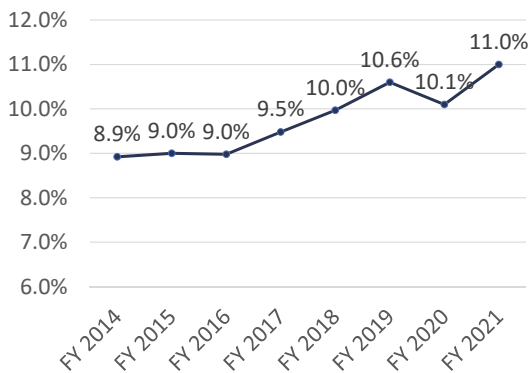
STAYING COMPETITIVE

- Cost of living increases to stay with market
 - Civilian tied to DFW Market CPI of 1.5% - \$72,500
 - Police step increase of 2.0% - \$38,000
- Benefit cost increases
 - Anticipated additional retirement contribution cost - \$22,500
 - Anticipated healthcare cost increase - \$42,000

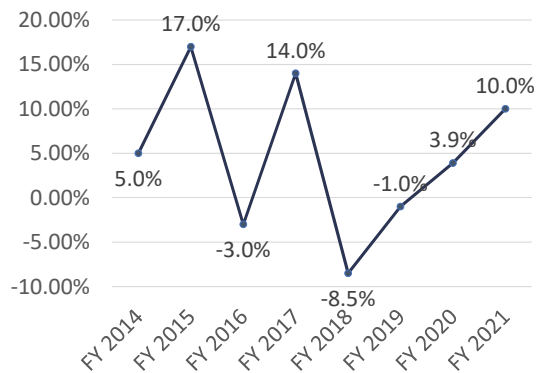
14

BENEFIT COST INCREASES

TMRS CONTRIBUTION



HEALTHCARE COSTS



INVESTING IN OUR FUTURE

- Infrastructure
 - Complete construction of water towers and pump station
 - Additional resources for roads no longer supported by County
 - (Strader, Holder, Florance N., Faught, OJR, Yarbrough, CGR S.)
- Equipment and Technology
 - Five vehicles
 - Patrol vehicles - 3; PW crew cab and pickup)
 - Server refresh and expansion

2020 PROJECTED TAX CHANGES IMPACT ON AVERAGE NORTHLAKE HOMESTEAD

Taxing Entity Exemptions	2019 Estimated (Avg. Value \$397k)		2020 Estimated (Avg. Value \$425k)		Change (+7.1%)
Northwest ISD \$25,000	\$1.420	\$5,282.40	\$1.340	\$5,360.00	+1.5%
Town 5% - 11.25%	\$0.295	\$1,112.59	\$0.295	\$1,112.70	+0.0%
County	\$0.225	\$894.35	\$0.225	\$957.43	+7.1%
Emergency Services District	\$0.100	\$397.00	\$0.100	\$425.00	+7.1%
TOTAL		\$7,686.34		\$7,855.13	+2.2%

Includes 11.25% Town Homestead Exemption
for net zero impact to Town property taxes



Regular Meeting

Agenda Item 4



Public Input

Agenda Item 5



Regular Items

Agenda Item 6

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF. DOC.: N/A

SUBJECT: MEMORANDA OF UNDERSTANDING FOR DEVELOPMENT OF
FOSTER AND BUCHANAN TRACTS



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)
- Control our Own Destiny; Strategically manage ETJ annexations (Council Goal)

BACKGROUND INFORMATION:

Recently Town staff was approached by the engineering firm of Goodwin and Marshall who were performing due diligence for developers of two separate properties: Foster Tract and Buchanan Tract. The tracts are both located in Northlake extraterritorial jurisdiction and are adjacent to each other with Dale Earnhardt Blvd/Victory Circle to the south and Harmonson Road between the tracts.

No utilities exist on the properties. The closest water line is on the east side of IH-35W at Dale Earnhardt Way. No sewer lines are near the properties, but the properties will be served in the future by a master planned trunk line running along Catherine Branch of Denton Creek and ultimately connecting to the Trinity River Authority Denton Creek Regional Wastewater Treatment Plant in Roanoke.

Before proceeding with developer agreements and purchases of the properties, the developers would like to enter into memoranda of understanding. The purpose of the MOUs is so all parties (property owners, developers and Town) are clear on expectations of multiple actions.

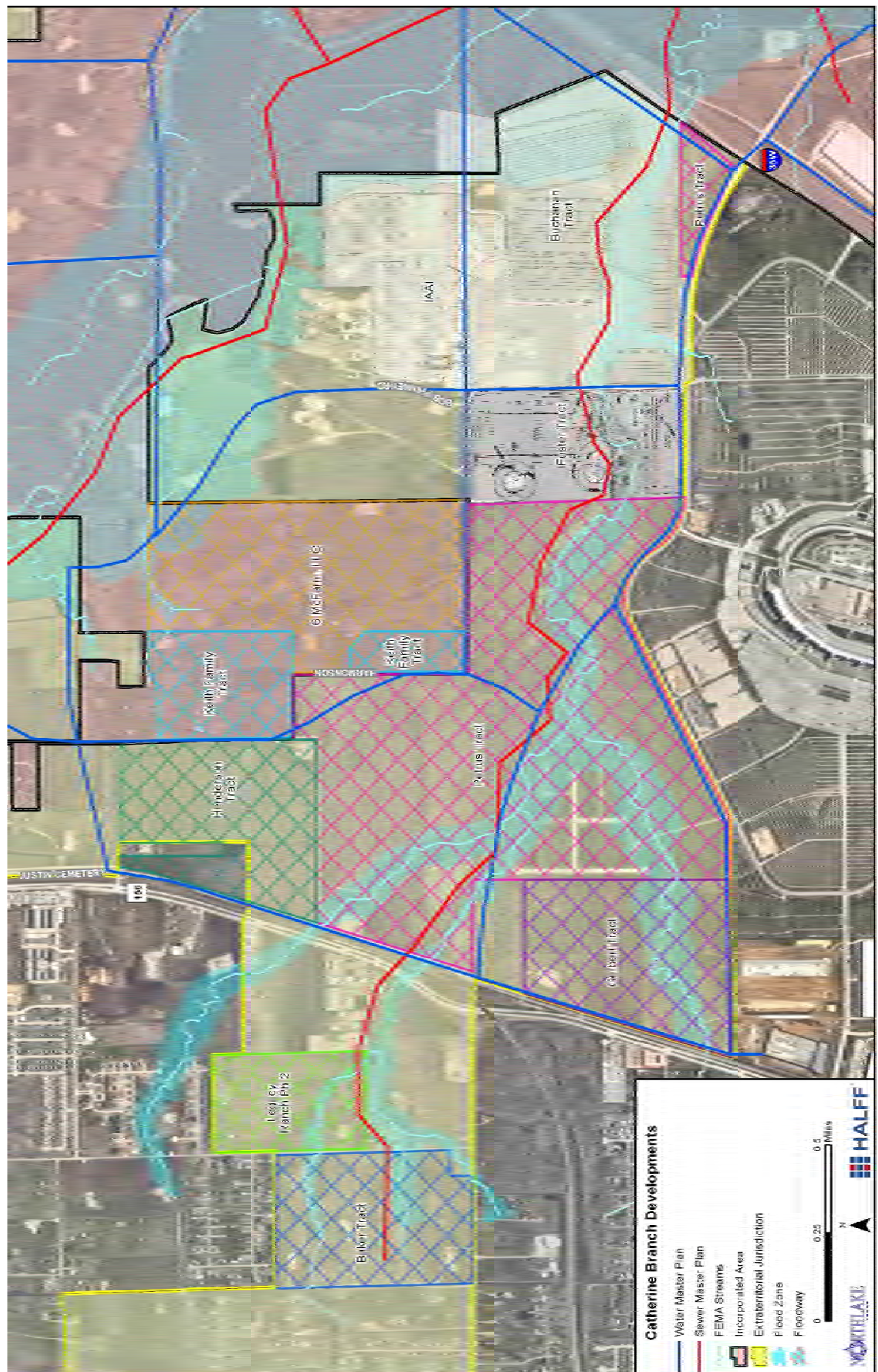
Memoranda of Understanding Key Points:

- Developers construct proportional infrastructure for their sites
- Town coordinate with City of Fort Worth for road access
- Town provides funding and/or impact fee credits or reimbursements for oversizing
- Town licenses, constructs and operates wastewater treatment plant
- Developer or property owners voluntarily petition to annex into Town
- Town upon annexation zone the property as Industrial

NEXT STEPS:

- Council direction and feedback on development partnership with developer

MAP:



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Town of Northlake, Texas (the "Town") and Scannell Properties, LLC, an Indiana limited liability company (the "Company") to be effective on May 14, 2020.

RECITALS

WHEREAS, the Company is under contract to acquire (i) an approximately 1.12 gross acre tract identified as tax parcel ID# 197385, and (ii) an approximately 122.98 gross acre tract identified as tax parcel ID#s 67703 and 68352 (collectively, the "Property"); and

WHEREAS, the Company, on behalf of the owner of the Property, intends to seek the Town's approval to (i) annex the Property into the Town's corporate limits, and (ii) zone the Property to a zoning designation allowing Industrial uses (the "Project"); and

WHEREAS, in connection with the development of the Project, the Company desires to (i) have water and sewer services extended to the Property to serve the Project, and (ii) to cause Victory Circle to be dedicated as public right-of-way and to obtain curb cut(s) for access to and from Victory Circle for the benefit of the Project; and

WHEREAS, the Town and the Company have each agreed to perform certain roadway improvements to the public right-of-way known as Harmonson Road, which will be necessary for and benefit the Project; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I ANNEXATION, ZONING AND DEDICATION OF VICTORY CIRCLE

- 1.1 Annexation and Zoning. The Town agrees that the Company, on behalf of the owner of the Property, will make application to (i) annex the Property into the Town's corporate limits, and (ii) after giving effect to such annexation, zone the Property to Industrial. By entering into this MOU, the Town does not agree to approve the annexation or zoning application related to the Property. Furthermore, in the event that the Company does not acquire title to the Property, this MOU shall be null and void.
- 1.2 Access to Victory Circle. The Town shall use commercially reasonable efforts to cause Victory Circle to be dedicated as public right-of-way. In furtherance of the foregoing, the Town shall coordinate such efforts with the City of Fort Worth, Fort Worth Sports Authority, the Texas Motor Speedway and any other interested parties to cause the dedication of such right-of-way. In connection therewith, the Town hereby agrees to use its best efforts to assist the Company in obtaining curb cuts for vehicular ingress and egress to and from Victory Circle for the Project.

ARTICLE II INFRASTRUCTURE

- 2.1 Water Service. The Town shall be responsible for extending a new water line and related facilities to the boundary of the Property to serve the Project (collectively, the “Water Utility Facilities”). In connection therewith, the Town shall be responsible for obtaining all permits, approvals and easements that are necessary for purposes of extending such facilities. The Company will (i) provide water utility specifications that are necessary to serve its Project, and (ii) be responsible for paying its proportionate share of the costs and expenses that are incurred in order to extend such Water Utility Facilities, which amounts shall be mutually agreed upon by the Town and Company after the scope of work for the Water Utility Facilities is mutually agreed upon by the parties. The parties acknowledge that the Town may elect to upsize the Water Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town and Company agree to negotiate a reasonable allocation of the costs for the Water Utility Facilities (including any upsizing) which may include any combination of impact fee waivers or other credits to offset the cost of any upsizing.
- 2.2 Sewer Service. The Town shall be responsible for extending a new sanitary sewer line and related facilities to the boundary of the Property to serve the Project (collectively, the “Sewer Utility Facilities”). In connection therewith, the Town shall be responsible for obtaining all permits, approvals and easements that are necessary for purposes of extending such facilities. The Company will (i) provide sewer utility specifications that are necessary to serve its Project, and (ii) be responsible for paying its proportionate share of the costs and expenses that are incurred in order to extend such Sewer Utility Facilities, which shall be mutually agreed upon by the Town and Company after the scope of work for the Sewer Utility Facilities is mutually agreed upon by the parties. The parties acknowledge that the Town may elect to upsize the Sewer Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town and Company agree to negotiate a reasonable allocation of the costs for the Sewer Utility Facilities (including any upsizing) which may include any combination of impact fee waivers or other credits to offset the cost of any upsizing.
- 2.3 Improvements to Harmonson Road. In furtherance of the Project and future development within the vicinity of the Project, certain improvements need to be made to Harmonson Road to cause Harmonson Road to (i) be a four (4) lane divided road for the north/south portion of Harmonson Road that is adjacent to the Property, and (ii) improve the east/west portion of Harmonson Road that is adjacent to the Property. In connection therewith, the parties agree as follows:
- 2.3.1 For the portion of Harmonson Road that runs north/south along the eastern boundary of the Property, Company shall (i) dedicate a portion of the Property that is necessary for additional right-of-way improvements for the two (2) western lanes of Harmonson Road, and (ii) be responsible for the costs and expenses necessary to improve the two (2) western lanes of Harmonson Road.

2.3.2 For the portion of Harmonson Road that runs north/south along the eastern boundary of the Property, Company shall not be responsible for the costs and expenses necessary to improve the two (2) eastern lanes of Harmonson Road.

2.3.3 For the approximate 1,200 linear feet section of Harmonson Road that runs east/west along the northern boundary of the Property from the eastern boundary of the Property to the development's planned second curb cut, Company shall only be responsible for the costs and expense to improve the southern lane of Harmonson Road.

2.3.4 The full scope of work necessary for the improvements to Harmonson Road shall be mutually agreed upon by the Town and Company.

ARTICLE III LEGAL EFFECT OF MOU

This MOU is intended to provide an outline of the current understanding of the parties hereto, and is not intended to legally bind the parties to the terms and conditions stated herein. Rather, this MOU merely evidences the intention and desire of each party to commit their time and resources to negotiate in good faith towards the development of the Project. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions or negotiations by the parties (including, without limitation, memorializing the terms into a formal development agreement). Nothing herein guarantees favorable consideration of any application submitted for the Property. The legal agreements and obligations with respect to the Project must be set forth in separate agreement(s), which must be considered and approved by the Town Council of the Town. The parties understand that the Town Council's decision to approve or deny any request described in this MOU is a discretionary legislative decision. Accordingly, the parties further understand that the final executed agreement(s) may contain material terms separate and different from the parties' desires expressed in this MOU.

Executed and effective this 14th day of May 2020.

COMPANY:

SCANNELL PROPERTIES, LLC

By: _____

Printed Name: _____

Title: _____

TOWN:

By: _____

Printed Name: _____

Title: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made by and between the Town of Northlake, Texas (the "Town") and Northlake 35, LLC (the "Company") to be effective on April __, 2020.

RECITALS

WHEREAS, the Company is under contract to acquire (i) an approximately 43.79 gross acre tract identified as tax parcel ID# 67704, (ii) an approximately 90.0 gross acre tract identified as tax parcel ID# 68663, and (iii) an approximately 93.97 gross acre tract identified as tax parcel ID# 68512, (iv) an approximately 1.82 gross acre tract identified as tax parcel ID# 232465 (collectively, the "Property"); and

WHEREAS, the Company, intends to seek the Town's approval after acquiring the Property to: (i) annex the Property into the Town's corporate limits, and (ii) zone the Property to a zoning designation allowing Industrial and similar uses; and (iii) construct industrial buildings on the Property (the "Project"); and

WHEREAS, in connection with the development of the Project, the Company desires to (i) have water and sewer services extended to the Property to serve the Project, and (ii) to obtain curb cut(s) for access to and from Dale Earnhardt Blvd. for the benefit of the Project; and

WHEREAS, the Town and the Company have each agreed to perform certain roadway improvements to the public right-of-way known as Harmonson Road, which will be necessary for and benefit the Project; and

NOW THEREFORE, the parties agree as follows:

ARTICLE I ANNEXATION, ZONING AND DEDICATION OF VICTORY CIRCLE

- 1.1 Annexation and Zoning. The Town agrees that the Company, after acquiring the Property, will make application to: (i) annex the Property into the Town's corporate limits, and (ii) after giving effect to such annexation, zone the Property to Industrial. By entering into this MOU, the Town does not agree to approve the annexation or zoning application related to the Property. Furthermore, in the event that the Company does not acquire title to the Property, this MOU shall be null and void.
- 1.2 Access to Dale Earnhardt Blvd. The parties acknowledge that all final decisions related to curb cuts for vehicular ingress and egress to and from Dale Earnhardt Blvd. will be made by the City of Fort Worth (CoFW). The Town hereby agrees to cooperate with the Company in obtaining permission from COFW for curb cuts for vehicular ingress and egress to and from Dale Earnhardt Blvd. for the Project.

ARTICLE II INFRASTRUCTURE

- 2.1 Water Service. The Company shall be responsible for extending a new water line and related facilities to the boundary of the Property to serve the Project (collectively, the “Water Utility Facilities”). In connection therewith, the Company shall be responsible for obtaining all permits, approvals and easements that are necessary for purposes of extending such facilities. The Company will (i) provide water utility specifications that are necessary to serve its Project, and (ii) will be responsible for paying the costs and expenses that are incurred in order to extend such Water Utility Facilities to serve the Project, which amounts shall be mutually agreed upon by the Town and Company after the scope of work for the Water Utility Facilities is mutually agreed upon by the parties. The parties acknowledge that the Town may elect to upsize the Water Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town and Company agree to negotiate a reasonable allocation of the costs for the Water Utility Facilities (including any upsizing) which may include impact fee credits or reimbursements to offset the cost of any upsizing.
- 2.2 Sewer Service. The Town shall be responsible for (i) constructing and operating a wastewater treatment plant and necessary appurtenances on the Property at a mutually acceptable location (collectively, the “Sewer Utility Facilities”) and (ii) providing impact fee credits in exchange for use of the land for the sewer facilities. In connection therewith, the Town shall be responsible for obtaining all permits, approvals and easements that are necessary for purposes of constructing such facilities. The Company will (i) provide sewer utility specifications that are necessary to serve its Project, and (ii) be responsible for paying the costs and expenses that are incurred in order to extend such Sewer Utility Facilities throughout the Property to serve the Project. The parties acknowledge that the Town may elect to upsize and extend the Sewer Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town and Company agree to negotiate a reasonable allocation of the costs for the Sewer Utility Facilities (including any upsizing) which may include impact fee credits or reimbursements to offset the cost of any upsizing
- 2.3 Improvements to Harmonson Road. In furtherance of the Project and future development within the vicinity of the Project, certain improvements need to be made to Harmonson Road to cause Harmonson Road to be a four (4) lane divided road for the north/south portion of Harmonson Road that is adjacent to the Property. In connection therewith, the parties agree as follows:
- 2.3.1 For the portion of Harmonson Road that runs north/south along the western boundary of the Property, Company shall be responsible for the costs and expenses necessary to improve the two (2) eastern lanes of Harmonson Road and shall dedicate ROW required to accommodate construction and expansion of Harmonson Road.
- 2.3.2 Company shall be responsible for a future collector road that runs north/south along the interior of the Property.

2.3.3 The full scope of work necessary for the improvements to Harmonson Road and the future collector road shall be mutually agreed upon by the Town and Company.

**ARTICLE III
LEGAL EFFECT OF MOU**

This MOU is intended to provide an outline of the current understanding of the parties hereto and is not intended to legally bind the parties to the terms and conditions stated herein. Rather, this MOU merely evidences the intention and desire of each party to commit their time and resources to negotiate in good faith towards the development of the Project. Specifically, the parties will negotiate mutually beneficial agreement(s) which will outline the terms, conditions, financial and physical responsibilities of each party. The parties, however, agree that the terms and conditions stated herein are reasonable and provide an outline for future actions or negotiations by the parties (including, without limitation, memorializing the terms into a formal development agreement). Nothing herein guarantees favorable consideration of any application submitted for the Property. The legal agreements and obligations with respect to the Project must be set forth in separate agreement(s), which must be considered and approved by the Town Council of the Town. The parties understand that the Town Council's decision to approve or deny any request described in this MOU is a discretionary legislative decision. Accordingly, the parties further understand that the final executed agreement(s) may contain material terms separate and different from the parties' desires expressed in this MOU.

Executed and effective this 14th day of May 2020.

COMPANY:

By: _____
Printed Name: Doug Johnson
Title: Manager

TOWN:

By: _____
Printed Name: _____
Title: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

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

SUBJECT: PECAN SQUARE PHASE 2B PRELIMINARY PLAT (PP-20-003)



GOALS/OBJECTIVES:

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

PRELIMINARY PLAT INFORMATION:

Applicant:	Hillwood Communities
Owner:	HP Gibbs, LP/Pecan Square 1, LLC
Engineer/Surveyor:	Kimley-Horn & Associates
Current Zoning:	Mixed-Use Planned Development (MPD)
Site:	Approximately 122.73 acres out of the F.W. Thornton Survey, Abstract No. 1244, and the A. McDonald Survey, Abstract No. 785, generally located 1,000 feet south of FM 407 with internal access through previous phases of Pecan Square and extending south to Mulkey Lane.
Summary:	This application is for preliminary plat of a phase of Pecan Square. It consists of 503 residential lots and 7 open space lots to be developed in three separate subphases, 2B-1, 2B-2, and 2B-3. The residential lots are located in the Lifestyle and Traditional Subdistricts of the MPD with a mix of 40' wide rear entry lots (131), 50' wide lots (233), and 60' wide lots (139).
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 April 22, 2020, and it will be approved on May 22, 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 and meet all engineering design requirements.

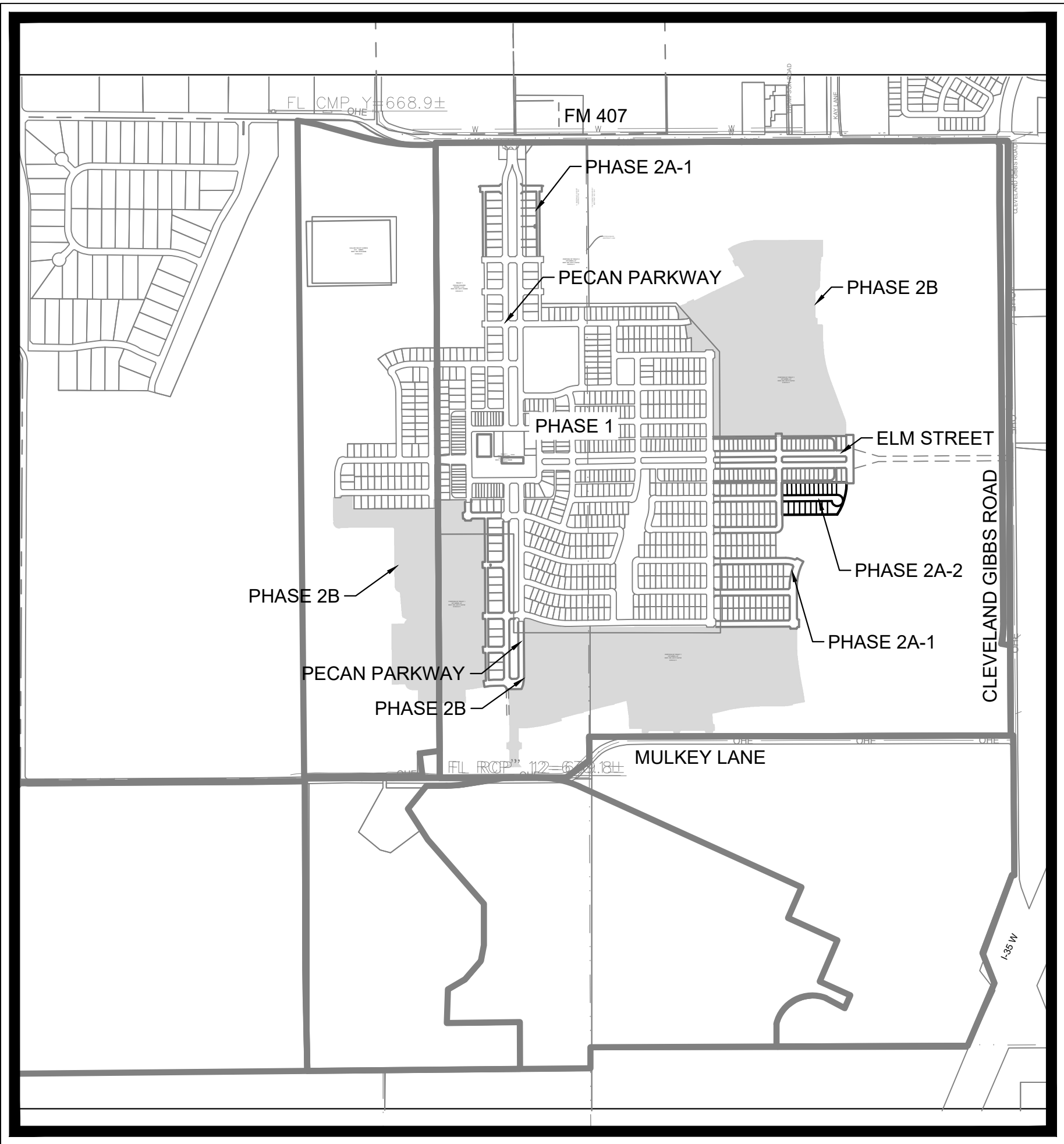
COUNCIL ACTIONS:

- Approve or take no action (results in approval on May 22nd)

PECAN SQUARE PRELIMINARY PLAT

PHASE 2B

TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS



VICINITY MAP
SCALE: 1" = 1,000'

MAY 2020

ENGINEER

Kimley»Horn

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

STATE OF TEXAS
REGISTRATION NO. F-928

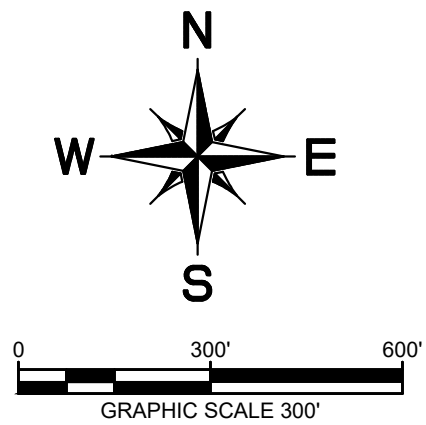
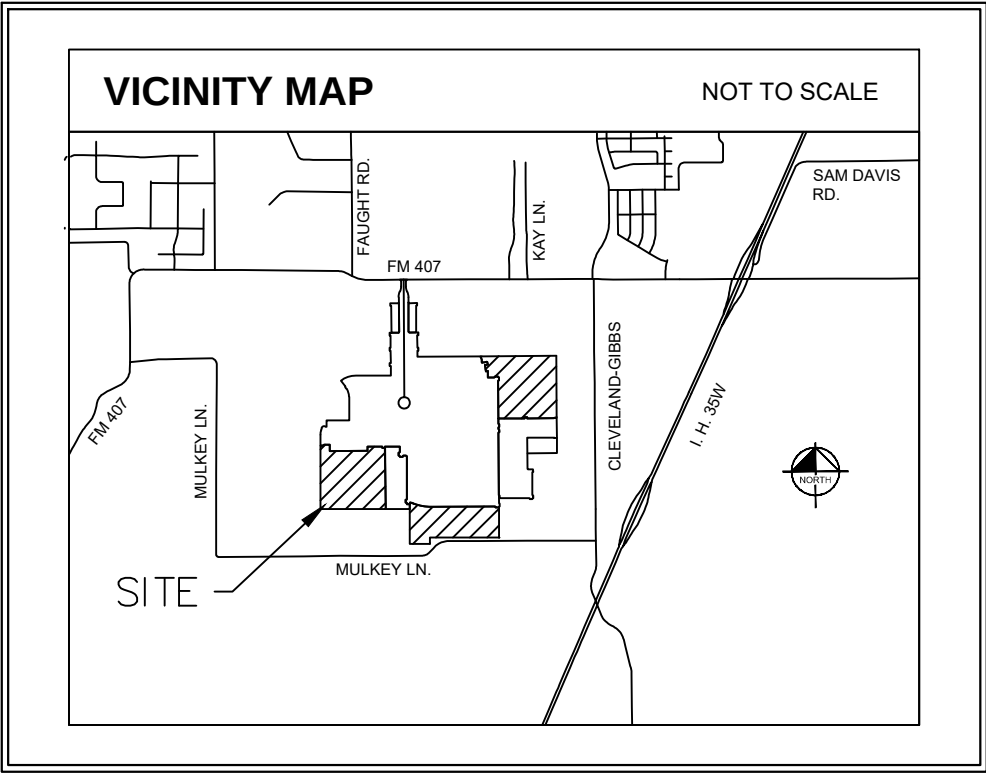
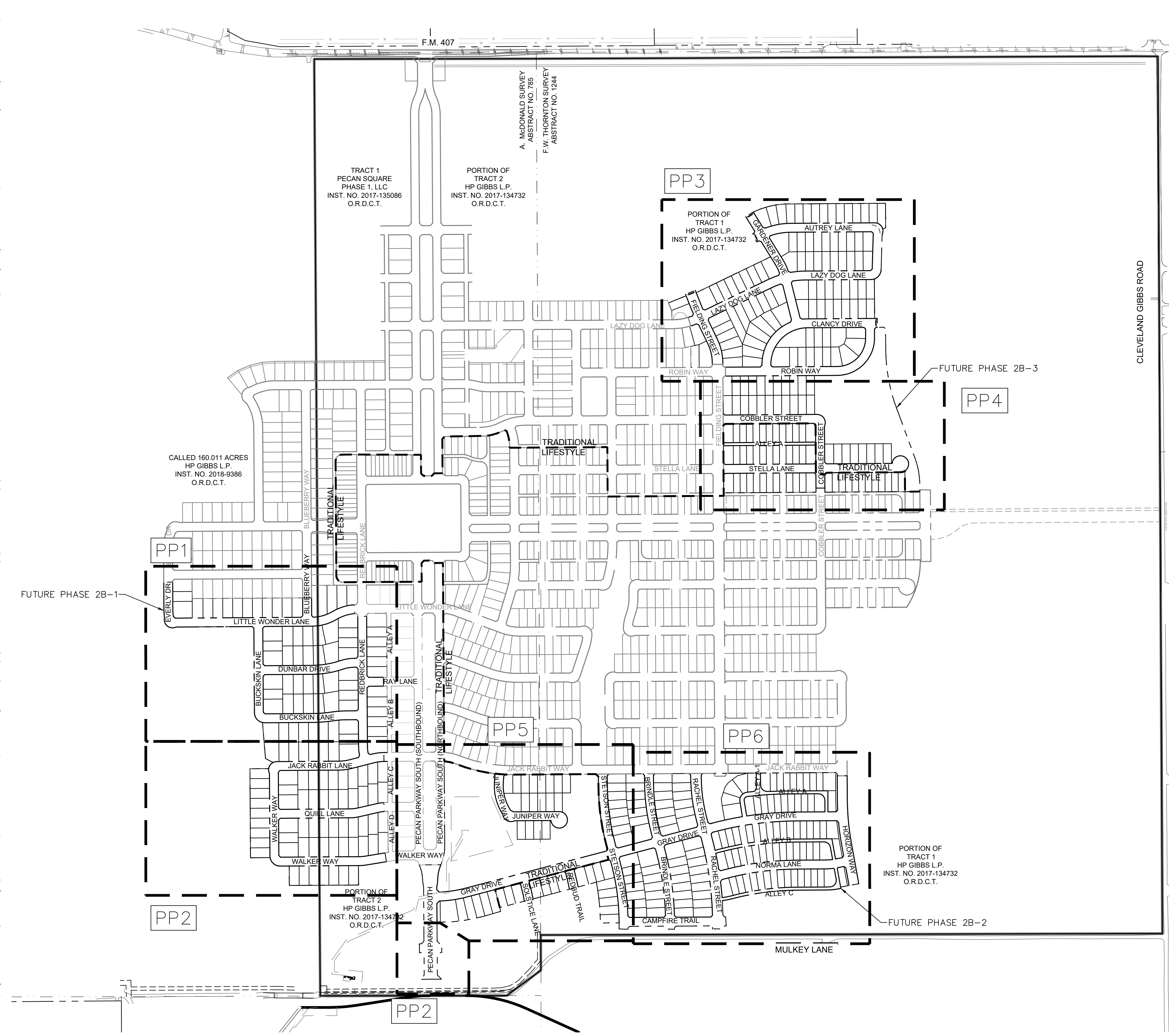
OWNER/DEVELOPER

HP GIBBS, LP
3000 TURTLE CREEK BLVD.
DALLAS, TX 75219
TEL: (214) 303-5535

SHEET INDEX

Sheet Number	Sheet Title
C-1	COVER SHEET
C-2	PRELIMINARY PLAT KEY MAP
PP-1	PRELIMINARY PLAT
PP-2	PRELIMINARY PLAT
PP-3	PRELIMINARY PLAT
PP-4	PRELIMINARY PLAT
PP-5	PRELIMINARY PLAT
PP-6	PRELIMINARY PLAT
PP-7	PRELIMINARY PLAT
PP-8	PRELIMINARY PLAT
PP-9	PRELIMINARY PLAT
PP-10	PRELIMINARY PLAT
C-3	KEY MAP
D-1	STORM PLAN
D-2	STORM PLAN
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D-4	STORM PLAN
P-1	PAVING PLAN
P-2	PAVING PLAN
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W-1	WATER PLAN
W-2	WATER PLAN
W-3	WATER PLAN
S-1	OVERALL SANITARY SEWER BASIN
S-2	SANITARY SEWER PLAN
S-3	SANITARY SEWER PLAN
S-4	SANITARY SEWER PLAN

PREPARED BY: SAVIDA, ANDREA, 5/20/2019 9:59 AM
DRAWN BY: ZAMANA, ANDREA, 5/20/2019 10:00 AM
LAST SAVID 5/20/2019 9:59 AM
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PRELIMINARY PLAT KEY MAP

FOR

PECAN SQUARE PHASE 2B

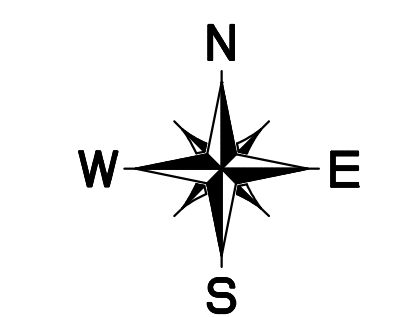
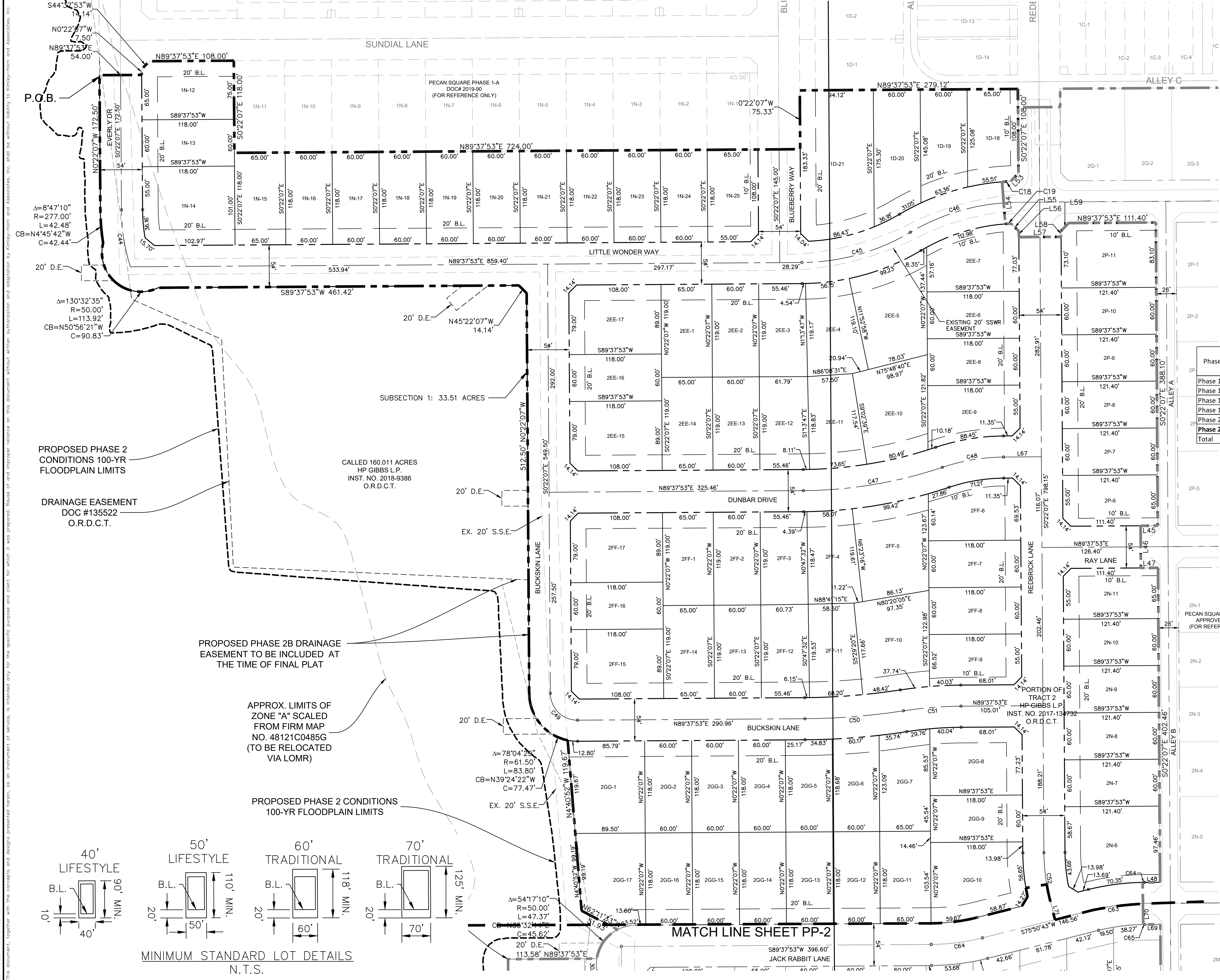
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
HP GIBBS, LP/Pecan Square 1, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

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.	C-2
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

FILED BY: SAUTER, ANDRES, 5/20/20 12:14 PM
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LEGEND

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- 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

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

2P	Phase	Sub district								Overall Total
		LifeStyle			Traditional				Mixed-Use	
		40'	50'	Total	50'	60'	70'	Total	Townhome	
	Phase 1A	21	0	21	0	112	21	133	43	
	Phase 1B	63	135	198	52	0	0	52	0	
	Phase 1C	25	101	126	80	0	0	80	0	
	Phase 1D	0	0	0	15	0	7	22	0	
2P	Phase 2A	50	107	157	0	4	31	35	0	
	Phase 2B	131	93	224	140	139	0	279	0	
	Total	290	436	726	287	255	59	601	43	
									1370	

Phase	Total Acreage	Open Space Acreage	Open Space Percentage
Phase 1A	64.0	9.9	15.5
Phase 1B	62.4	12.9	20.7
Phase 1C	40.9	0.7	1.7
Phase 1D	6.6	1.3	19.7
Phase 2A	48.7	3.8	7.8
Phase 2B	121.9	17.0	13.9

APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE

PRELIMINARY PLAT

FOR

PECAN SQUARE PHASE 2B

503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE

F.W. THORNTON SURVEY, ABSTRACT NO. 1244

AND THE

A. McDONALD SURVEY, ABSTRACT NO. 785

IN THE

TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:

HP GIBBS, L.P./Pecan Square 1, LLC

3000 Turtle Creek Blvd.

Dallas, TX 75219

Tel: (214) 303-5535

Contact: Angie Mastrocola

ENGINEER/SURVEYOR:

Kimley»Horn

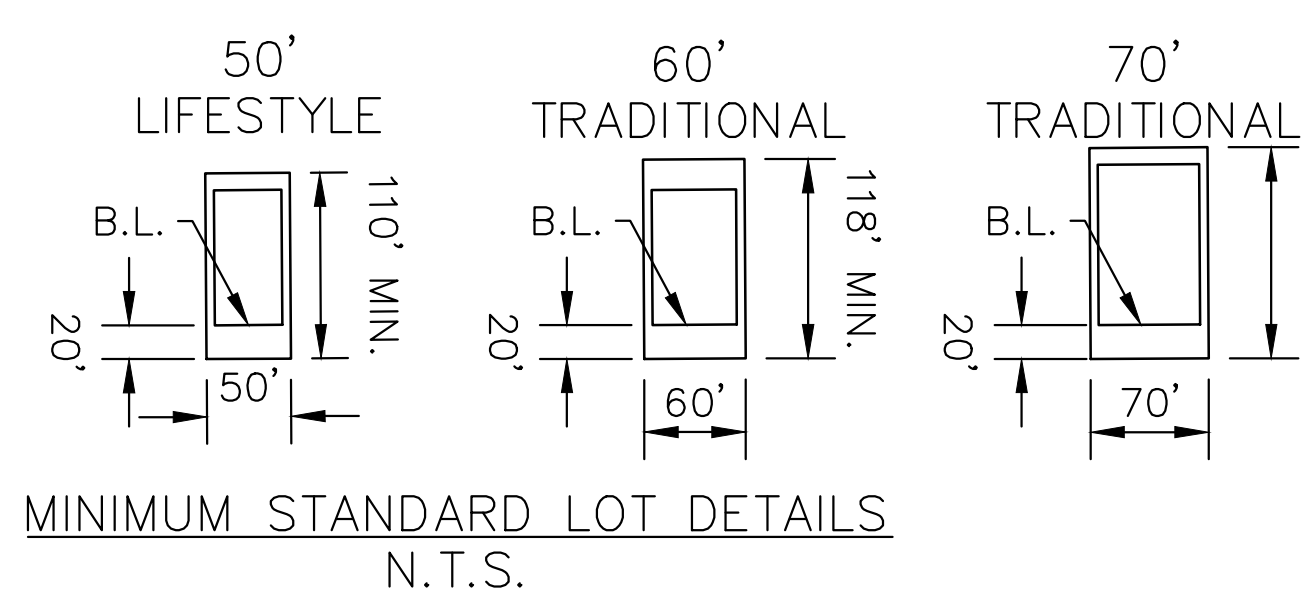
13455 Noel Rd., Suite 700

Dallas, TX 75240

Tel: (972) 770-1300

Contact: Jason Kaiser, P.E.

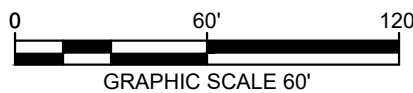
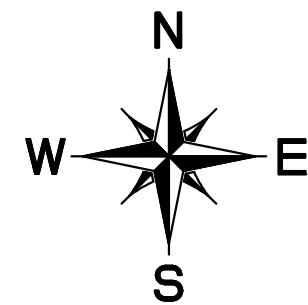
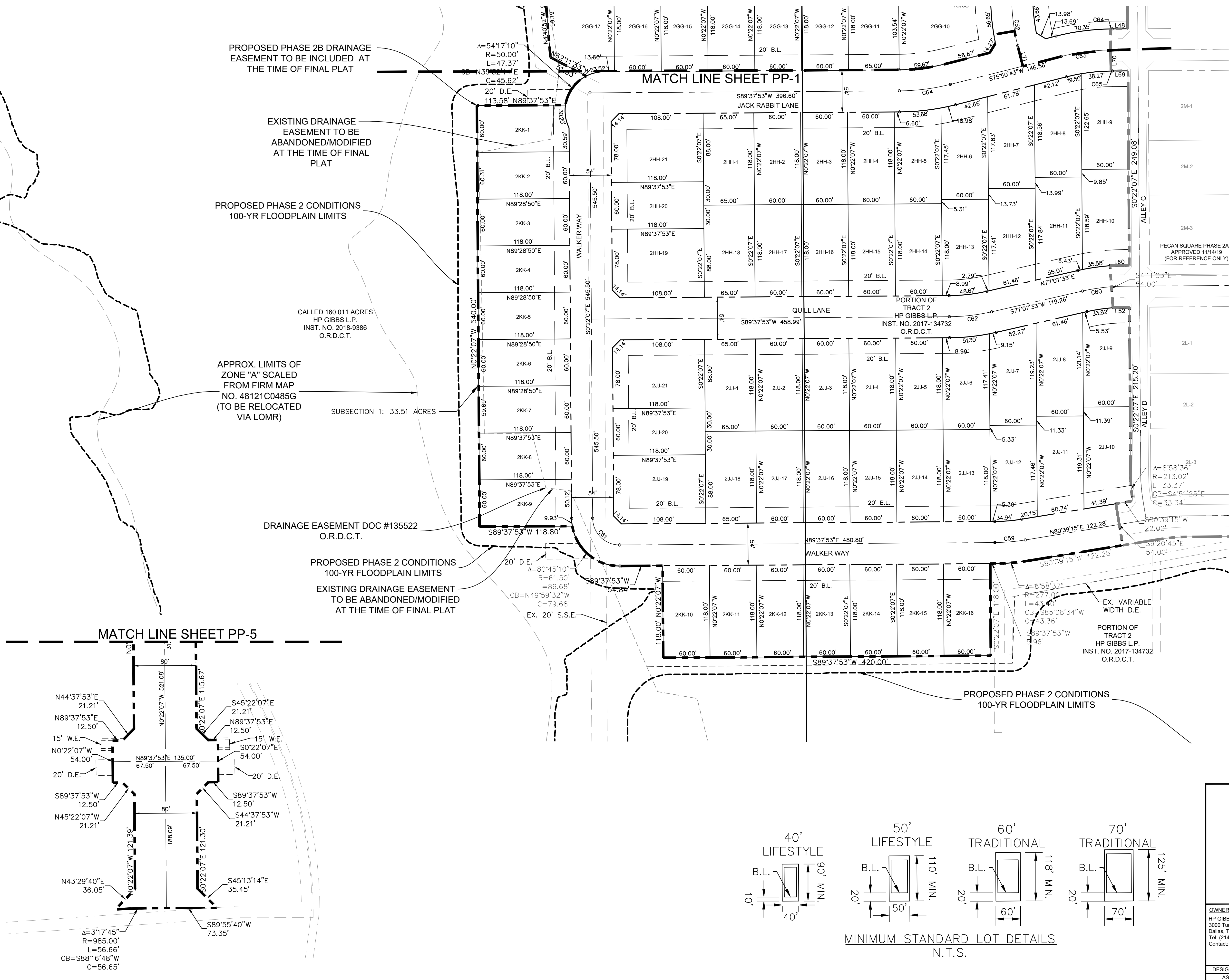
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AS	AS	JMK	AS SHOWN	MAY 2020	063226901	



MINIMUM STANDARD LOT DETAILS
N.T.S.

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LEGEND

- PROPERTY LINE
- EXISTING CONTOUR
- EXISTING SANITARY SEWER
- EXISTING OVERHEAD ELECTRIC
- EXISTING MANHOLE
- SIDEWALK EASEMENT
- DRAINAGE EASEMENT
- SANITARY SEWER EASEMENT
- HOMEOWNERS ASSOCIATION
- BUILDING LINE
- WATER EASEMENT

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

PRELIMINARY PLAT

FOR
PECAN SQUARE PHASE 2B

503 RESIDENTIAL LOTS
BEING 122.73 ACRES
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AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785

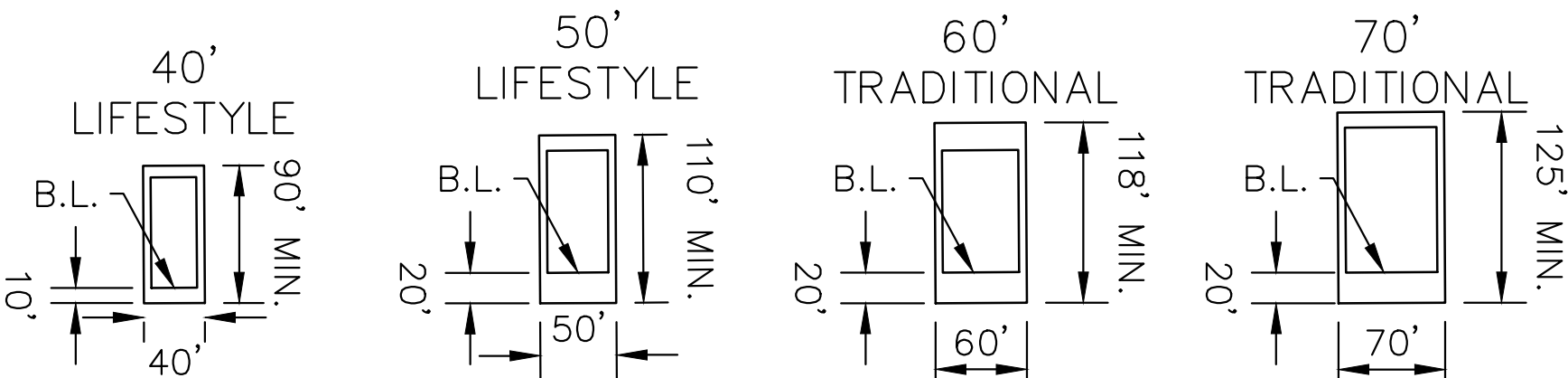
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
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Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

ENGINEER/SURVEYOR:

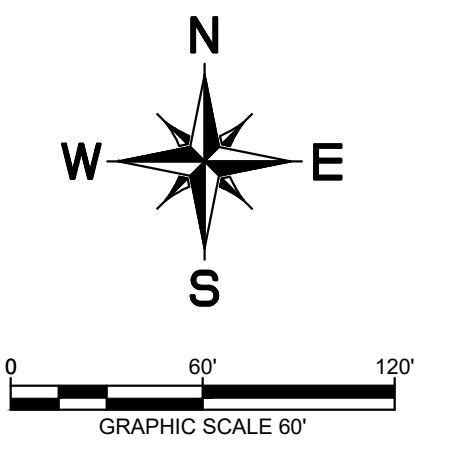
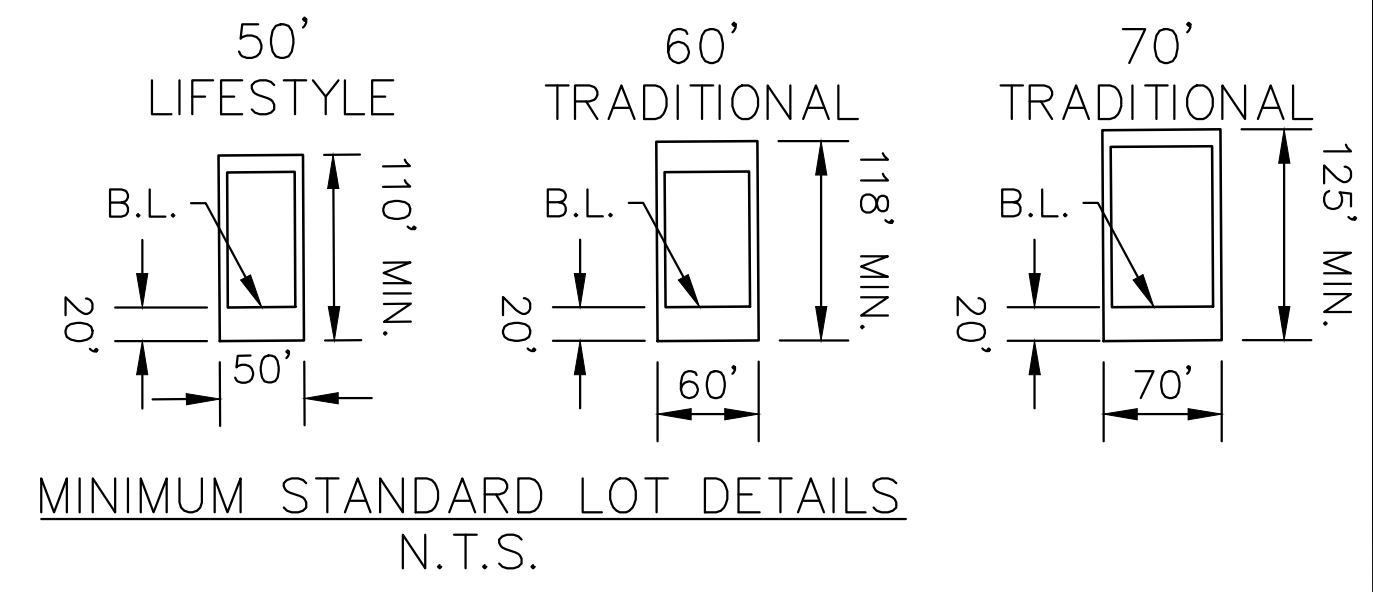
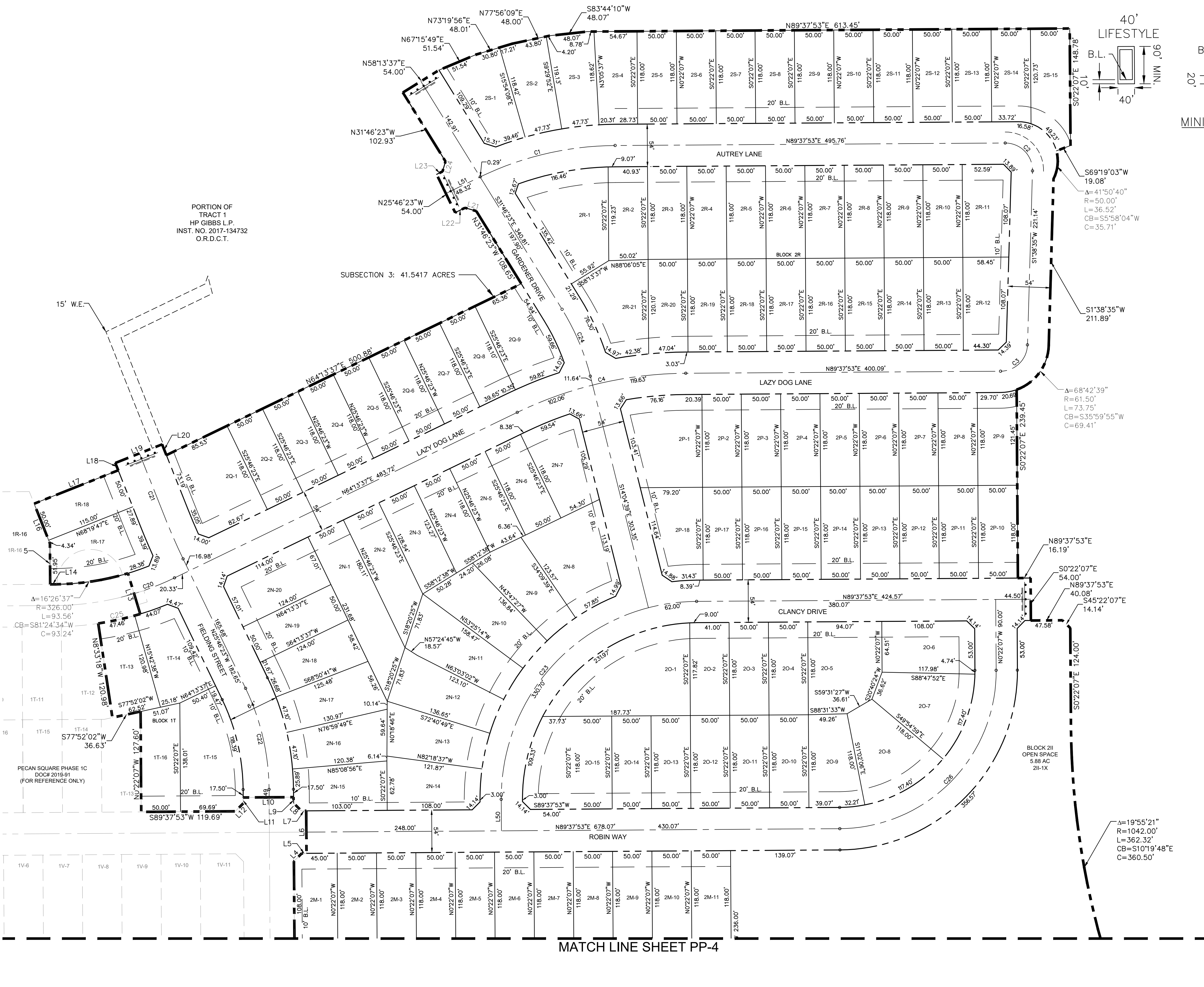
Kimley»Horn
13455 Noel Rd., Suite 700
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Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	PP-2



MINIMUM STANDARD LOT DETAILS
N.T.S.

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. 13455 NOEL RD., SUITE 700 DALLAS, TEXAS 75240
DATE: 05/20/2020
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	EXISTING MANHOLE
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	DRAINAGE EASEMENT
	SANITARY SEWER EASEMENT
	HOMEOWNERS ASSOCIATION
	BUILDING LINE
	WATER EASEMENT

NOTES:
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APPROVED BY THE TOWN COUNCIL ON:
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TOWN SECRETARY, TOWN OF NORTHLAKE

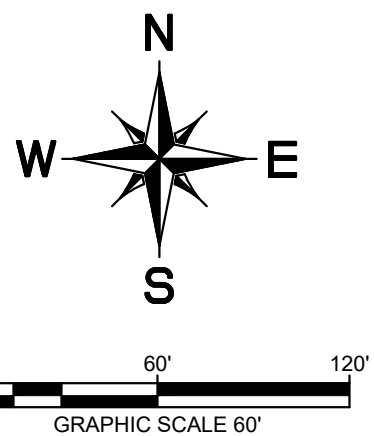
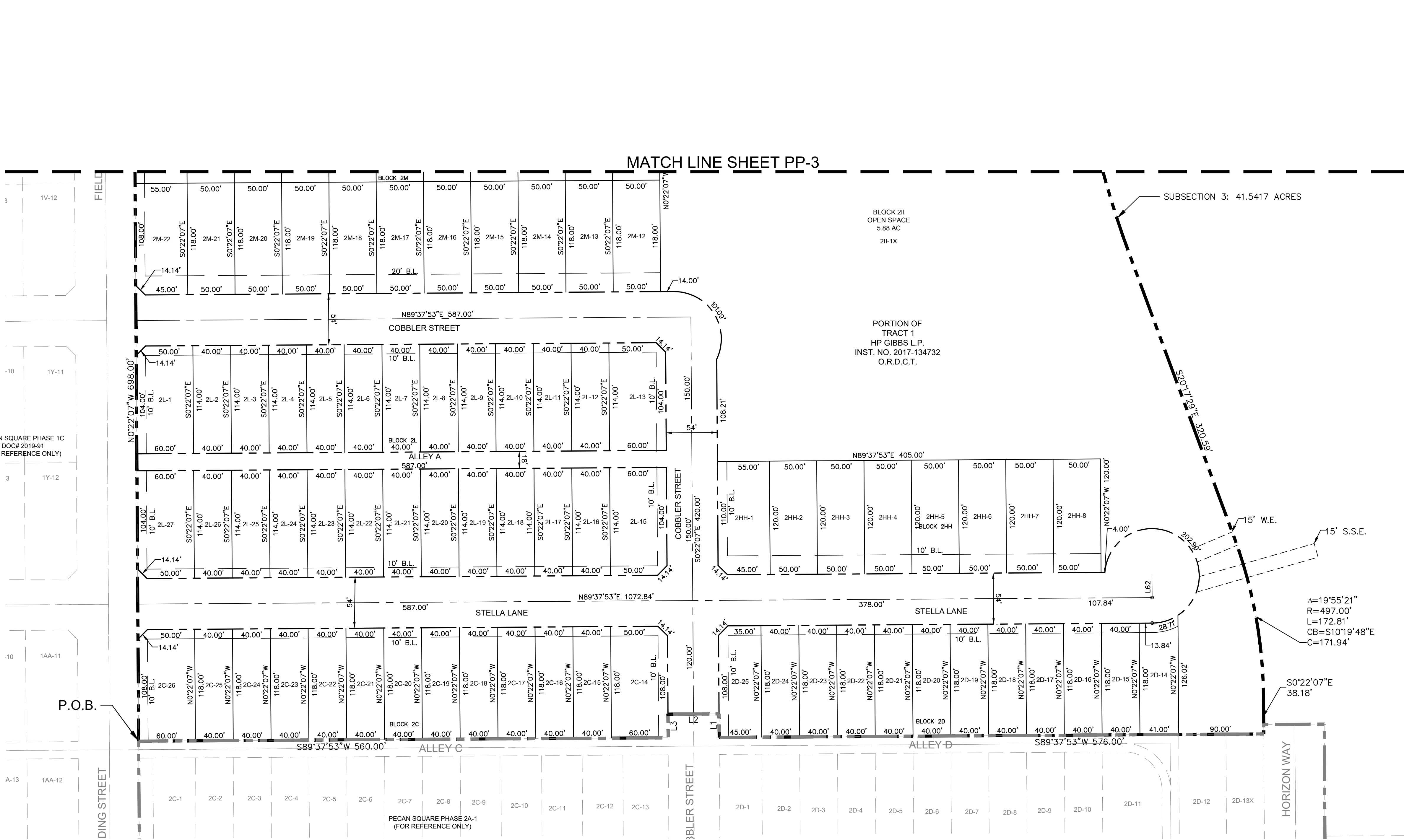
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Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-3
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

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LEGEND

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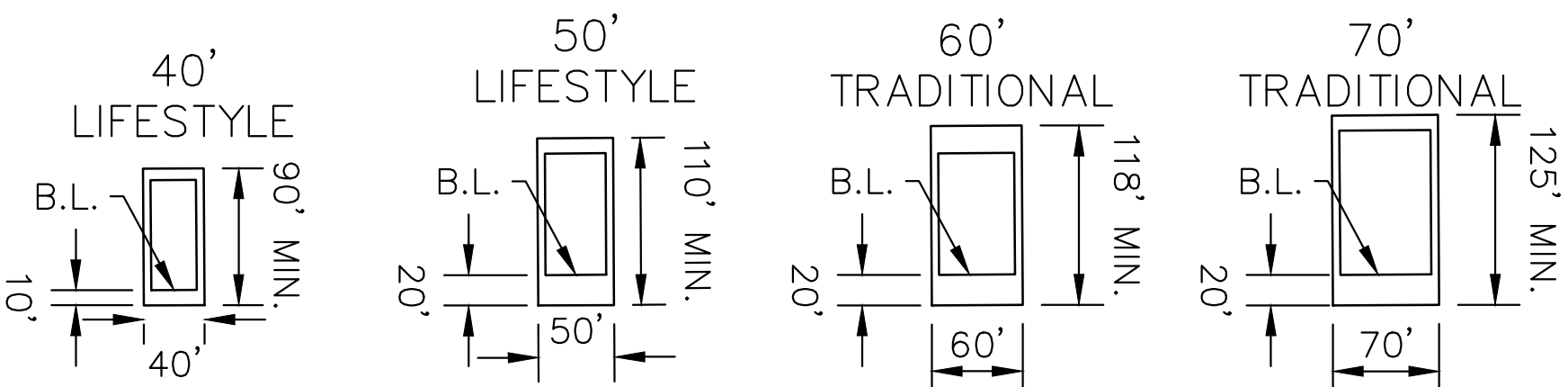
NOTES:
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APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE



MINIMUM STANDARD LOT DETAILS
N.T.S.

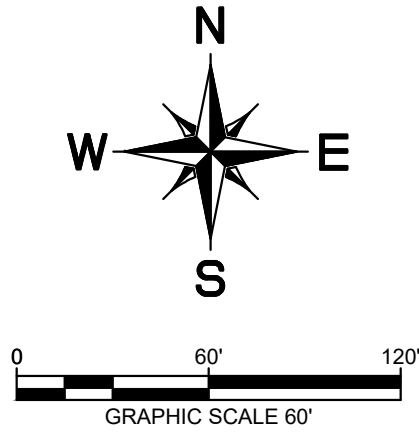
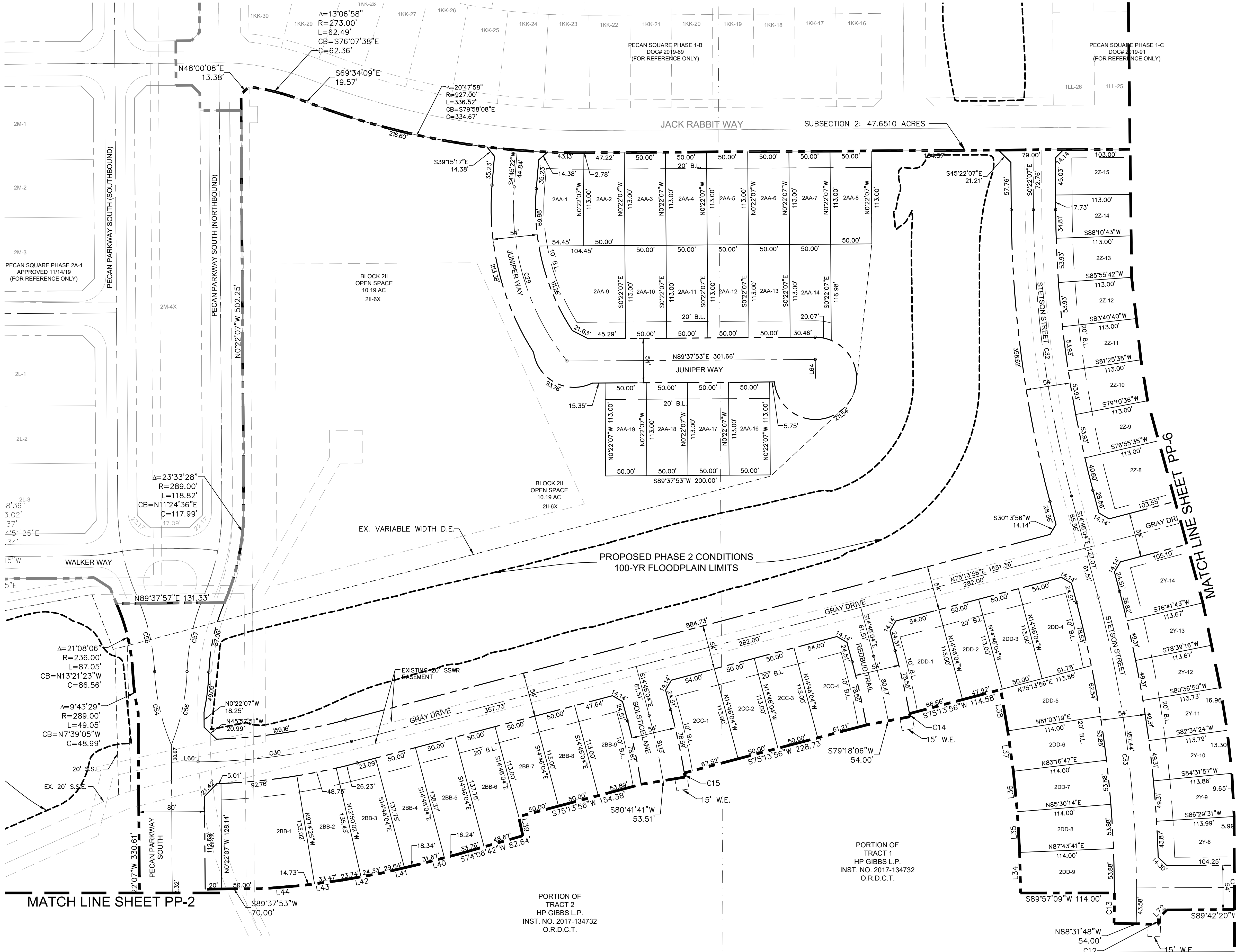
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Dallas, TX 75240
Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-4
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

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LEGEND

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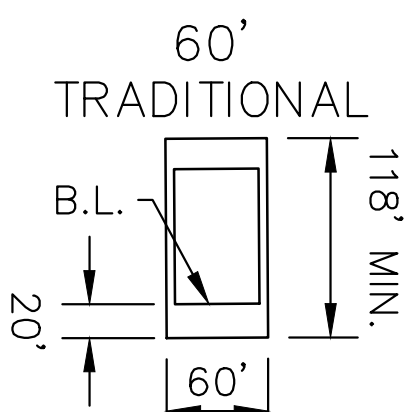
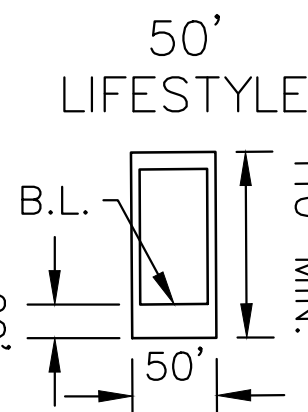
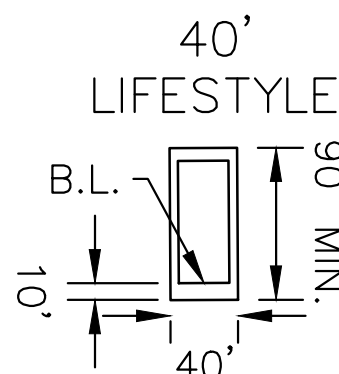
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APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE



MINIMUM STANDARD LOT DETAILS
N.T.S.

PRELIMINARY PLAT

FOR

PECAN SQUARE PHASE 2B

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Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	PP-5
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

CALLED 386.8295 ACRES
HP GIBBS, LP
INST. NO. 2012-145021
O.R.D.C.T.

PORTION OF
TRACT 1
HP GIBBS L.P.
INST. NO. 2017-134732
O.R.D.C.T.

PORTION OF
TRACT 2
HP GIBBS L.P.
INST. NO. 2017-134732
O.R.D.C.T.

PREPARED BY: KIMLEY-HORN AND ASSOCIATES, INC. 13455 NOEL RD., SUITE 700 DALLAS, TEXAS 75240 TEL: (972) 770-1300 FAX: (972) 770-1300
DATE: 5/20/2020
LAST SAID: 5/20/2020 PM
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0 60' 120'

GRAPHIC SCALE 60'

LEGEND

---	PROPERTY LINE
---	EXISTING CONTOUR
---	EXISTING SANITARY SEWER
---	EXISTING OVERHEAD ELECTRIC
(S)	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

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

PRELIMINARY PLAT

FOR

PECAN SQUARE PHASE 2B

503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER: HP GIBBS, L.P./Pecan Square 1, LLC 3000 Turtle Creek Blvd. Dallas, TX 75219 Tel: (214) 303-5535 Contact: Angie Mastrocola	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-6
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

40' LIFESTYLE

50' LIFESTYLE

60' TRADITIONAL

70' TRADITIONAL

MINIMUM STANDARD LOT DETAILS

N.T.S.

PLOTTED BY: JENNIFER L. HORN, 4/20/2020 2:52 PM
DRAWN BY: JENNIFER L. HORN, 4/20/2020 2:52 PM
LAST SAVED: 4/20/2020 2:53 PM
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BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L1	25.00	N0°22'07.30"W
L2	54.00	S89°37'52.70"W
L3	25.00	S0°22'07.30"E
L4	14.14	N44°37'52.70"E
L5	6.00	N89°37'52.70"E
L6	54.00	N0°22'07.30"W
L7	6.00	S89°37'52.70"W
L8	14.14	N45°22'07.30"W
L9	7.50	N0°22'07.30"W
L10	64.00	S89°37'52.70"W
L11	7.50	S0°22'07.30"E
L12	14.14	S44°37'52.70"W
L13	54.00	N16°48'44.29"W
L14	6.62	S89°37'52.70"W
L15	51.95	N0°22'07.30"W
L16	50.00	N21°40'12.82"W
L17	115.00	N68°19'47.18"E
L18	10.00	N21°40'12.82"W
L19	64.00	N68°19'47.18"E
L20	14.70	S21°40'12.82"E
L21	14.86	N73°46'23.39"W

BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L22	14.01	N64°13'36.61"E
L23	8.33	N64°13'36.61"E
L24	13.38	N16°13'36.61"E
L25	14.23	S45°51'14.80"E
L26	8.88	S10°17'02.53"E
L27	14.14	S45°22'07.30"E
L28	10.00	S0°22'07.30"E
L29	54.00	N89°37'52.70"E
L30	54.00	S3°22'59.67"E
L31	64.00	N88°59'26.94"W
L32	14.27	S45°04'41.99"W
L33	14.03	N44°49'33.83"W
L34	49.45	N1°09'35.01"W
L35	49.45	N3°23'02.39"W
L36	49.45	N5°36'29.77"W
L37	49.45	N7°49'57.15"W
L38	50.97	N9°42'30.32"W
L39	23.83	S12°02'08.84"E
L40	31.67	S75°24'10.97"W
L41	29.64	S76°52'01.28"W
L42	24.33	S79°56'17.43"W

BOUNDARY LINE TABLE		
LINE	LENGTH	BEARING
L43	33.47	S82°24'15.10"W
L44	48.33	S85°16'44.48"W
L45	22.00	S89°37'52.70"W
L46	54.00	S0°22'07.30"E
L47	22.00	N89°37'52.70"E
L48	20.00	S89°37'52.70"W
L52	21.16	N88°17'35.05"E
L53	14.26	S44°09'20.58"W
L54	54.00	S4°21'18.75"E
L55	14.00	S45°56'39.45"E
L56	7.62	S0°22'07.30"E
L57	54.00	N89°37'52.70"E
L58	7.62	N0°22'07.30"W
L59	14.14	N44°37'52.70"E
L60	24.76	S88°12'37.36"W
L69	20.00	N89°37'52.70"E
L70	54.00	N0°48'31.11"W
L72	14.30	S45°20'28.69"W

LINE TABLE		
LINE	LENGTH	BEARING
L49	10.00	N0°22'07.30"W
L50	40.00	N0°22'07.30"W
L51	48.61	N64°13'36.61"E
L62	23.00	N0°22'07.30"W
L63	23.00	S0°22'07.30"E
L64	23.00	S0°22'07.30"E
L65	24.88	S0°22'07.30"E
L66	32.46	N89°37'52.70"E
L67	48.35	N89°37'52.70"E
L71	27.25	S14°09'16.92"E

BOUNDARY CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C5	2139.06'	89.07'	S2°36'33"E	89.06'	2°23'08"	44.54'
C6	173.00'	5.75'	N87°34'11"E	5.75'	1°54'22"	2.88'
C7	227.00'	8.67'	S87°42'37"W	8.66'	2°11'14"	4.33'
C8	2019.00'	8.97'	S0°52'55"W	8.97'	0°15'16"	4.48'
C9	1955.00'	7.51'	N0°53'57"E	7.51'	0°13'13"	3.76'
C10	1722.00'	9.04'	S1°06'13"W	9.04'	0°18'03"	4.52'
C11	1668.00'	7.59'	N1°07'26"E	7.59'	0°15'38"	3.79'
C12	1442.00'	7.41'	S1°19'22"W	7.41'	0°17'40"	3.71'
C13	1388.00'	36.77'	N0°42'41"E	36.77'	1°31'04"	18.38'
C14	1160.00'	3.84'	S10°47'36"E	3.84'	0°11'23"	1.92'
C15	878.00'	5.12'	S9°28'20"E	5.12'	0°20'02"	2.56'
C18	302.00'	11.01'	S86°41'22"W	11.01'	2°05'21"	5.51'
C19	248.00'	7.26'	N86°28'58"E	7.26'	1°40'34"	3.63'
C25	380.00'	47.46'	N77°52'02"E	47.43'	7°09'20"	23.76'
C65	248.00'	1.90'	S89°24'41"W	1.90'	0°26'24"	0.95'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C1	400.00'	177.36'	N76°55'45"E	175.91'	25°24'16"	90.16'
C2	34.50'	55.40'	S44°21'46"E	49.64'	92°00'43"	35.73'
C3	34.50'	52.98'	N45°38'14"E	47.93'	87°59'17"	33.31'
C4	500.00'	221.70'	N76°55'45"E	219.88'	25°24'16"	112.70'
C16	446.00'	78.73'	S84°34'28"W	78.62'	10°06'49"	39.47'
C17	49.00'	68.49'	S50°19'35"E	63.05'	80°05'05"	41.18'
C20	353.00'	55.21'	N68°42'26"E	55.15'	8°57'39"	27.66'
C21	1263.16'	145.22'	N22°28'47"W	145.14'	6°35'13"	72.69'
C22	300.00'	133.02'	N13°04'15"W	131.93'	25°24'16"	67.62'
C23	250.00'	392.70'	N44°37'53"E	353.55'	90°00'00"	250.00'
C24	300.00'	92.65'	S22°55'31"E	92.29'	17°41'45"	46.70'
C26	200.00'	314.16'	N44°37'53"E	282.84'	90°00'00"	200.00'
C28	49.00'	76.97'	N44°37'53"E	69.30'	90°00'00"	49.00'
C29	300.00'	226.50'	S16°52'22"E	221.16'	43°15'28"	118.95'
C30	750.00'	188.48'	N82°25'54"E	187.99'	14°23'57"	94.74'
C31	2000.00'	502.63'	N82°25'54"E	501.30'	14°23'57"	252.64'
C32	1400.00'	351.84'	S7°34'06"E	350.91'	14°23'57"	176.85'
C33	1415.00'	401.02'	S6°38'56"E	399.68'	16°14'17"	201.86'
C34	1200.00'	301.58'	S7°34'06"E	300.78'	14°23'57"	151.59'
C35	1695.00'	473.98'	S6°45'25"E	472.44'	16°01'19"	238.55'
C36	995.00'	250.06'	S7°34'06"E	249.40'	14°23'57"	125.69'
C37	1987.00'	547.14'	S6°52'46"E	545.42'	15°46'37"	275.31'
C38	1854.00'	465.93'	N82°25'54"E	464.71'	14°23'57"	234.20'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C39	35.00'	56.34'	S36°57'16"W	50.45'	92°13'28"	36.39'
C40	2150.00'	69.91'	S83°59'53"W	69.90'	1°51'47"	34.96'
C41	1708.00'	429.24'	N82°25'54"E	428.11'	14°23'57"	215.76'
C42	300.00'	51.92'	N84°40'25"E	51.85'	9°54'55"	26.02'
C43	200.00'	10.78'	N88°09'40"E	10.78'	3°05'19"	5.39'
C44	250.00'	74.08'	S8°51'27"E	73.81'	16°58'40"	37.31'
C45	275.00'	145.62'	N74°27'40"E	143.93'	30°20'26"	74.56'
C46	275.00'	126.49'	N72°28'04"E	125.38'	26°21'14"	64.38'
C47	567.00'	181.06'	N80°29'00"E	180.29'	18°17'45"	91.31'
C48	250.00'	79.83'	N80°29'00"E	79.49'	18°17'45"	40.26'
C49	34.50'	54.19'	S45°22'07"E	48.79'	90°00'00"	34.50'
C50	859.00'	126.76'	N85°24'14"E	126.65'	8°27'18"	63.50'
C51	500.00'	73.78'	N85°24'14"E	73.72'	8°27'18"	36.96'
C52	250.00'	60.15'	S7°15'42"E	60.01'	13°47'10"	30.22'
C53	1500.00'	259.58'	S5°19'35"E	259.26'	9°54'55"	130.12'
C54	262.50'	91.96'	N12°49'30"W	91.49'	20°04'20"	46.46'
C55	262.50'	85.38'	N12°06'25"W	85.01'	18°38'10"	43.07'
C56	262.50'	91.96'	N12°05'19"E	91.49'	20°04'16"	46.45'
C57	262.50'	85.39'	N11°22'18"E	85.01'	18°38'14"	43.07'
C59	250.00'	39.17'	N85°08'34"E	39.13'	8°58'37"	19.63'
C60	250.00'	37.92'	N81°28'15"E	37.88'	8°41'24"	19.00'
C61	34.50'	54.19'	S45°22'07"E	48.79'	90°00'00"	34.50'
C62	250.00'	54.57'	S83°22'43"W	54.46'	12°30'19"	27.39'

CURVE TABLE						
CURVE	RADIUS	LENGTH	CHORD BEARING	CHORD	DELTA	TANGENT
C63	275.00'	64.06'	N82°31'06"E	63.91'	13°20'46"	32.17'
C64	275.00'	66.17'	S82°44'18"W	66.01'	13°47'10"	33.24'
C66	49.00'	76.97'	N45°22'07"W	69.30'	90°00'00"	49.00'
C67	22.00'	32.43'	S41°51'27"W	29.57'	84°27'08"	19.97'
C68	500.00'	92.95'	S80°34'28"W	92.82'	10°39'04"	46.61'
C69	40.00'	67.62'	S38°08'55"W	59.85'	96°51'55"	45.10'
C70	40.00'	63.67'	N45°58'18"W	57.16'	91°12'22"	40.85'
C71	1562.00'	392.10'	S82°26'24"W	391.07'	14°22'57"	197.09'
C72	2146.00'	45.18'	N89°01'42"E	45.18'	1°12'22"	22.59'

APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE

PRELIMINARY PLAT

FOR

PECAN SQUARE PHASE 2B

503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE

F.W. THORNTON SURVEY, ABSTRACT NO. 1244

AND THE

A. McDONALD SURVEY, ABSTRACT NO. 785

IN THE

TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
HP GIBBS, L.P./Pecan Square 1, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

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.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	PP-7

PLATTED BY: SAVANNAH ANDREA L. DOWD, L.S. 24010
DRAWN BY: JAMES L. ANDERSON, L.S. 24010
LAST SAVED: 4/30/2021 4:22 PM
Z:\PROJECTS\2021\PECAN SQUARE\PRELIMINARY PLAT.DWG (PP-5 PRELIMINARY PLAT)

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LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1D--18	7773	0.178
1D--19	8035	0.184
1D--20	9631	0.221
1D--21	17596	0.404
1N--12	8800	0.202
1N--13	7080	0.163
1N--14	11793	0.271
1N--15	7670	0.176
1N--16	7080	0.163
1N--17	7080	0.163
1N--18	7080	0.163
1N--19	7080	0.163
1N--20	7080	0.163
1N--21	7080	0.163
1N--22	7080	0.163
1N--23	7080	0.163
1N--24	7080	0.163
1N--25	7620	0.175
1P--6	7841	0.180
1P--7	7284	0.167

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
1P--8	7284	0.167
1P--9	7284	0.167
1P--10	7284	0.167
1P--11	10038	0.230
1R--17	8788	0.202
1R--18	5750	0.132
1T--13	6614	0.152
1T--14	7795	0.179
1T--15	10686	0.245
1T--16	6640	0.152
2AA--1	6364	0.146
2AA--2	5650	0.130
2AA--3	5650	0.130
2AA--4	5650	0.130
2AA--5	5650	0.130
2AA--6	5650	0.130
2AA--7	5650	0.130
2AA--8	5650	0.130
2AA--9	9665	0.222
2AA--10	5650	0.130

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2AA--11	5650	0.130
2AA--12	5650	0.130
2AA--13	5650	0.130
2AA--14	5675	0.130
2AA--16	5650	0.130
2AA--17	5650	0.130
2AA--18	5650	0.130
2AA--19	5650	0.130
2BB--1	13452	0.309
2BB--2	7106	0.163
2BB--3	7062	0.162
2BB--4	6911	0.159
2BB--5	6909	0.159
2BB--6	6850	0.157
2BB--7	5650	0.130
2BB--8	5650	0.130
2BB--9	6365	0.146
2C--14	7030	0.161
2C--15	4720	0.108
2C--16	4720	0.108

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2C--17	4720	0.108
2C--18	4720	0.108
2C--19	4720	0.108
2C--20	4720	0.108
2C--21	4720	0.108
2C--22	4720	0.108
2C--23	4720	0.108
2C--24	4720	0.108
2C--25	4720	0.108
2C--26	7030	0.161
2CC--1	7274	0.167
2CC--2	5650	0.130
2CC--3	5650	0.130
2CC--4	7109	0.163
2D--14	4908	0.113
2D--15	4720	0.108
2D--16	4720	0.108
2D--17	4720	0.108
2D--18	4720	0.108
2D--19	4720	0.108

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2D--20	4720	0.108
2D--21	4720	0.108
2D--22	4720	0.108
2D--23	4720	0.108
2D--24	4720	0.108
2D--25	5260	0.121
2DD--1	7252	0.166
2DD--2	5650	0.130
2DD--3	5650	0.130
2DD--4	7124	0.164
2DD--5	6469	0.148
2DD--6	5898	0.135
2DD--7	5898	0.135
2DD--8	5898	0.135
2DD--9	5898	0.135
2EE--1	7735	0.178
2EE--2	7140	0.164
2EE--3	7250	0.166
2EE--4	8022	0.184
2EE--5	11155	0.256

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2EE--6	7080	0.163
2EE--7	9074	0.208
2EE--8	7080	0.163
2EE--9	8173	0.188
2EE--10	10647	0.244
2EE--11	7789	0.179
2EE--12	7455	0.171
2EE--13	7140	0.164
2EE--14	7735	0.178
2EE--15	10452	0.240
2EE--16	7080	0.163
2EE--17	10452	0.240
2FF--1	7735	0.178
2FF--2	7140	0.164
2FF--3	7158	0.164
2FF--4	7606	0.175
2FF--5	11036	0.253
2FF--6	8663	0.199
2FF--7	7080	0.163
2FF--8	7080	0.163

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2FF--9	7640	0.175
2FF--10	10971	0.252
2FF--11	7535	0.173
2FF--12	7296	0.167
2FF--13	7140	0.164
2FF--14	7735	0.178
2FF--15	10452	0.240
2FF--16	7080	0.163
2FF--17	10452	0.240
2GG--1	11091	0.255
2GG--2	7080	0.163
2GG--3	7080	0.163
2GG--4	7080	0.163
2GG--5	7088	0.163
2GG--6	7233	0.166
2GG--7	8267	0.190
2GG--8	10220	0.235
2GG--9	7080	0.163
2GG--10	11364	0.261
2GG--11	7670	0.176

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2GG--12	7080	0.163
2GG--13	7080	0.163
2GG--14	7080	0.163
2GG--15	7080	0.163
2GG--16	7080	0.163
2GG--17	374193	8.590
2H--1	7670	0.176
2H--2	7080	0.163
2H--3	7080	0.163
2H--4	7080	0.163
2H--5	7164	0.164
2H--6	7456	0.171
2H--7	7511	0.172
2H--8	7550	0.173
2H--9	7510	0.172
2H--10	7489	0.172
2H--11	7510	0.172
2H--12	7469	0.171
2H--13	7298	0.168
2H--14	7080	0.163

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2H--15	7080	0.163
2H--16	7080	0.163
2H--17	7080	0.163
2H--18	7670	0.176
2H--19	10334	0.237
2H--20	7080	0.163
2H--21	10334	0.237
2HH--1	6550	0.150
2HH--2	6000	0.138
2HH--3	6000	0.138
2HH--4	6000	0.138
2HH--5	6000	0.138
2HH--6	6000	0.138
2HH--7	6000	0.138
2HH--8	6000	0.138
2II--1X	256139	5.880
2II--3X	2165	0.050
2II--4X	1140	0.026
2II--5X	40210	0.923
2II--8X	443969	10.192

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2II--9X	2445	0.056
2III--2X	2280	0.052
2JJ--1	7670	0.176
2JJ--2	7080	0.163
2JJ--3	7080	0.163
2JJ--4	7080	0.163
2JJ--5	7080	0.163
2JJ--6	7160	0.164
2JJ--7	7435	0.171
2JJ--8	7553	0.173
2JJ--9	7538	0.173
2JJ--10	7587	0.174
2JJ--11	7443	0.171
2JJ--12	7283	0.167
2JJ--13	7080	0.163
2JJ--14	7080	0.163
2JJ--15	7080	0.163
2JJ--16	7080	0.163
2JJ--17	7080	0.163
2JJ--18	7670	0.176

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2JJ--19	10334	0.237
2JJ--20	7080	0.163
2JJ--21	10334	0.237
2KK--1	6970	0.160
2KK--2	7098	0.163
2KK--3	7080	0.163
2KK--4	7080	0.163
2KK--5	7080	0.163
2KK--6	7080	0.163
2KK--7	7062	0.162
2KK--8	7080	0.163
2KK--9	7083	0.163
2KK--10	7080	0.163
2KK--11	7080	0.163
2KK--12	7080	0.163
2KK--13	7080	0.163
2KK--15	7080	0.163
2KK--16	7080	0.163
2KK--18	7080	0.163
2L--1	6790	0.156

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2L--2	4560	0.105
2L--3	4560	0.105
2L--4	4560	0.105
2L--5	4560	0.105
2L--6	4560	0.105
2L--7	4560	0.105
2L--8	4560	0.105
2L--9	4560	0.105
2L--10	4560	0.105
2L--11	4560	0.105
2L--12	4560	0.105
2L--13	6790	0.156
2L--15	6790	0.156
2L--16	4560	0.105
2L--17	4560	0.105
2L--18	4560	0.105
2L--19	4560	0.105
2L--20	4560	0.105
2L--21	4560	0.105
2L--22	4560	0.105

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2L--23	4560	0.105
2L--24	4560	0.105
2L--25	4560	0.105
2L--26	4560	0.105
2L--27	6790	0.156
2LL--1	7743	0.178
2LL--2	6453	0.148
2LL--3	6464	0.148
2LL--4	6123	0.141
2LL--5	5900	0.135
2LL--6	5900	0.135
2LL--7	5900	0.135
2LL--8	5900	0.135
2LL--9	5900	0.135
2LL--10	5900	0.135
2LL--11	5900	0.135
2LL--12	5900	0.135
2LL--13	5900	0.135
2LL--14	5915	0.136
2LL--15	6965	0.160

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2M--1	6440	0.148
2M--2	5900	0.135
2M--3	5900	0.135
2M--4	5900	0.135
2M--5	5900	0.135
2M--6	5900	0.135
2M--7	5900	0.135
2M--8	5900	0.135
2M--9	5900	0.135
2M--10	5900	0.135
2M--11	5900	0.135
2M--12	5900	0.135
2M--13	5900	0.135
2M--14	5900	0.135
2M--15	5900	0.135
2M--16	5900	0.135
2M--17	5900	0.135
2M--18	5900	0.135
2M--19	5900	0.135
2M--20	5900	0.135

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2M--21	5900	0.135
2M--22	6440	0.148
2N--1	10295	0.236
2N--2	7716	0.177
2N--3	6295	0.145
2N--4	6032	0.138
2N--5	5900	0.135
2N--6	5900	0.135
2N--7	7678	0.176
2N--8	10682	0.245
2N--9	7477	0.172
2N--10	8625	0.198
2N--11	8771	0.201
2N--12	8041	0.185
2N--13	7352	0.169
2N--14	7133	0.164
2N--15	6874	0.158
2N--16	6990	0.160
2N--17	7283	0.167
2N--18	6632	0.152

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2N--19	6200	0.142
2N--20	8259	0.190
2NN--6	12233	0.281
2NN--7	7284	0.167
2NN--8	7284	0.167
2NN--9	7284	0.167
2NN--10	7284	0.167
2NN--11	7841	0.180
2O--1	15479	0.355
2O--2	5899	0.135
2O--3	5900	0.135
2O--4	5900	0.135
2O--5	10278	0.236
2O--6	7753	0.178
2O--7	9205	0.211
2O--8	9206	0.211
2O--9	7135	0.164
2O--10	5900	0.135
2O--11	5900	0.135
2O--12	5900	0.135

LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES
2O--13	5900	0.135
2O--14	5900	0

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LEGAL DESCRIPTION	
33.51 ACRES	
BEING A TRACT OF LAND SITUATED IN THE A MCDONALD SURVEY, ABSTRACT NO.785, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AND BEING A PORTION OF THAT CALLED 182.295 ACRE TRACT OF LAND CONVEYED TO PECAN SQUARE PHASE 1, LLC, ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NUMBER 2017-135086, ALSO BEING A PORTION OF THAT CALLED 160.011 ACRE TRACT OF LAND CONVEYED TO H.P. GIBBS, LP ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NUMBER 2018-9386 AND A PORTION OF THAT CALLED 174.821 ACRE TRACT OF LAND REFERRED TO AS TRACT 2 ALSO CONVEYED TO H.P. GIBBS, LP ACCORDING TO THE DOCUMENT FILED OF RECORD IN INSTRUMENT NUMBER 2017-134732, ALL BEING RECORDED IN THE OFFICIAL RECORDS DENTON COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:	
BEGINNING AT A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR THE MOST WESTERLY SOUTHWEST CORNER OF PECAN SQUARE PHASE 1A, AN ADDITION TO THE TOWN OF NORTHLAKE ACCORDING TO THE PLAT FIELD OF RECORD IN DOCUMENT NUMBER 2019-90, PLAT RECORD DENTON COUNTY, TEXAS;	
THENCE WITH THE SOUTH LINES OF SAID PHASE 1A THE FOLLOWING EIGHT (8) COURSES AND DISTANCE:	
NORTH 89°37'53" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 7.50 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 44°37'53" EAST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 108.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 118.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 724.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 75.33 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 279.12 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" FOUND FOR A CORNER OF THIS TRACT;	
THENCE LEAVING THE ABOVE-MENTIONED SOUTH LINE OF PHASE 1A, OVER AND ACROSS THE ABOVE-MENTIONED GIBBS TRACTS THE FOLLOWING FIFTY-TWO (52) COURSES AND DISTANCES:	
SOUTH 0°22'07" EAST, A DISTANCE OF 108.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 44°09'21" WEST, A DISTANCE OF 14.26 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 2°05'21", A RADIUS OF 302.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 86°41'22" WEST, 11.01 FEET;	
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 11.01 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 4°21'19" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 1°40'34", A RADIUS OF 248.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 86°28'58" EAST, 7.26 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 7.26 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 45°56'39" EAST, A DISTANCE OF 14.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 7.62 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 7.62 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 44°37'53" EAST, A DISTANCE OF 14.14 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 111.40 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 388.10 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 22.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 22.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 402.46 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 20.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 249.08 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 88°12'37" WEST, A DISTANCE OF 24.76 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 4°11'03" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 88°17'35" EAST, A DISTANCE OF 21.16 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 215.20 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A TANGENT CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 8°58'36", A RADIUS OF 213.02 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 4°51'25" EAST, 33.34 FEET;	
WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 33.37 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 80°39'15" WEST, A DISTANCE OF 22.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 9°20'45" EAST, A DISTANCE OF 54.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP	

STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 80°39'15" WEST, A DISTANCE OF 122.28 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 8°58'37", A RADIUS OF 277.00 FEET, A CHORD BEARING AND DISTANCE OF SOUTH 85°08'34" WEST, 43.36 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 43.40 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 5.96 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 0°22'07" EAST, A DISTANCE OF 118.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 420.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 118.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 54.84 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 80°45'10", A RADIUS OF 61.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 49°59'32" WEST, 79.68 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 86.68 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 118.80 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 540.00 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 89°37'53" EAST, A DISTANCE OF 113.58 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT, AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 54°17'10", A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 35°32'14" EAST, 45.62 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 47.37 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 62°11'33" WEST, A DISTANCE OF 51.93 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 4°40'52" WEST, A DISTANCE OF 99.19 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 4°40'52" WEST, A DISTANCE OF 119.67 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 78°04'29", A RADIUS OF 61.50 FEET, A CHORD BEARING AND DISTANCE OF NORTH 39°24'22" WEST, 77.47 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 83.80 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 512.50 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
SOUTH 89°37'53" WEST, A DISTANCE OF 461.42 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 130°32'35", A RADIUS OF 50.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 50°56'21" WEST, 90.83 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 113.92 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET AT THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 8°47'10", A RADIUS OF 277.00 FEET, A CHORD BEARING AND DISTANCE OF NORTH 4°45'42" WEST, 42.44 FEET;	
WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 42.48 FEET TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "KHA" SET FOR A CORNER OF THIS TRACT;	
NORTH 0°22'07" WEST, A DISTANCE OF 172.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 33.51 ACRES OR 1,459,635 SQUARE FEET OF LAND, MORE OR LESS.	
LEGAL DESCRIPTION	
47.6510 ACRES	
BEING a tract of land situated in the A McDonald Survey, Abstract Number 785 and the F.W. Thornton Survey, Abstract Number 1244, Town of Northlake, Denton County, Texas and being a portion of that called 182.295 acre tract of land conveyed to Pecan Square Phase 1, LLC, according to the document filed of record in Instrument Number 2017-135086, a portion of that called 174.821 acre tract of land referred to as Tract 2 conveyed to H.P. Gibbs, LP according to the document filed of record in Instrument Number 2017-134732, and that called 460.677 acre tract of land referred to as Tract 1, also conveyed to H.P. Gibbs LP, according to the document filed of record in Instrument Number 2017-134732, all being recorded in the Official Records Denton County, Texas, said tract being more particularly described as follows:	
BEGINNING at a 5/8" iron rod with plastic cap stamped "KHA" found for the most easterly southeast corner of Pecan Square Phase 1C, an addition to the Town of Northlake according to the plat field of record in Document Number 2019-91, Plat Record Denton County, Texas;	
THENCE over and across the above mentioned Pecan Square Phase 1, LLC tract and both H.P. Gibbs tracts the following seventy-seven (77) courses and distances:	
North 89°37'53" East, a distance of 1955.79 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 45°22'07" East, a distance of 14.14 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 0°22'07" East, a distance of 10.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 89°37'53" East, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 0°22'07" East, a distance of 148.32 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 9°54'55", a radius of 1470.00 feet, a chord bearing and distance of South 5°19'35" East, 254.07 feet;	
With said curve to the left, an arc distance of 254.39 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 10°17'03" East, a distance of 257.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 79°42'57" West, a distance of 112.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 10°17'03" East, a distance of 8.88 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 11°14'36", a radius of 455.00 feet, a chord bearing and distance of South 84°00'35" West, 89.14 feet;	
With said curve to the right, an arc distance of 89.29 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 89°37'53" West, a distance of 183.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the	

beginning of a tangent curve to the left having a central angle of 14°22'57", a radius of 1553.00 feet, a chord bearing and distance of South 82°26'24" West, 388.82 feet;	
With said curve to the left, an arc distance of 389.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the right having a central angle of 7°03'47", a radius of 509.00 feet, a chord bearing and distance of South 78°46'49" West, 62.71 feet;	
With said curve to the right, an arc distance of 62.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 2°23'08", a radius of 2139.06 feet, a chord bearing and distance of South 2°36'33" East, 89.06 feet;	
With said curve to the right, an arc distance of 89.07 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 45°51'15" East, a distance of 14.23 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 1°54'22", a radius of 173.00 feet, a chord bearing and distance of North 87°34'11" East, 5.75 feet;	
With said curve to the left, an arc distance of 5.75 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 3°23'00" East, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 1°13'14", a radius of 227.00 feet, a chord bearing and distance of South 87°42'37" West, 8.66 feet;	
With said curve to the right, an arc distance of 8.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 45°04'42" West, a distance of 14.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 0°15'16", a radius of 2019.00 feet, a chord bearing and distance of South 0°52'55" West, 8.97 feet;	
With said curve to the right, an arc distance of 8.97 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 88°59'27" West, a distance of 64.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 0°13'13", a radius of 1955.00 feet, a chord bearing and distance of North 0°53'57" East, 7.51 feet;	
With said curve to the left, an arc distance of 7.51 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 44°49'34" West, a distance of 14.03 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 89°42'20" West, a distance of 210.98 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 45°14'46" West, a distance of 14.27 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 0°18'03", a radius of 1722.00 feet, a chord bearing and distance of South 1°06'13" West, 9.04 feet;	
With said curve to the right, an arc distance of 9.04 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 88°44'45" West, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 0°15'38", a radius of 1668.00 feet, a chord bearing and distance of North 1°07'26" East, 7.59 feet;	
With said curve to the left, an arc distance of 7.59 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 44°44'11" West, a distance of 14.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 89°42'20" West, a distance of 207.96 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 45°20'29" West, a distance of 14.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 0°17'40", a radius of 1442.00 feet, a chord bearing and distance of South 1°19'22" West, 7.41 feet;	
With said curve to the right, an arc distance of 7.41 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 88°31'48" West, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 1°31'04", a radius of 1388.00 feet, a chord bearing and distance of North 0°42'41" East, 36.77 feet;	
With said curve to the left, an arc distance of 36.77 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 89°57'09" West, a distance of 114.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 1°09'35" West, a distance of 49.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 3°23'02" West, a distance of 49.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 5°36'30" West, a distance of 49.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 7°49'57" West, a distance of 49.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
North 9°42'30" West, a distance of 50.97 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 75°13'56" West, a distance of 114.58 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 0°11'23", a radius of 1160.00 feet, a chord bearing and distance of South 10°47'36" East, 3.84 feet;	
With said curve to the right, an arc distance of 3.84 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 79°18'06" West, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 75°13'56" West, a distance of 154.38 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 12°02'09" East, a distance of 23.83 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 74°06'42" West, a distance of 82.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 75°24'11" West, a distance of 31.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;	
South 76°52'01" West, a distance of 29.64 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner	

of this tract;

South 79°56'17" West, a distance of 24.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 82°24'15" West, a distance of 33.47 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 85°16'44" West, a distance of 48.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 70.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 0°22'07" East, a distance of 115.67 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

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

North 89°37'53" East, a distance of 12.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 0°22'07" East, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°37'53" West, a distance of 12.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

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

South 0°22'07" East, a distance of 121.30 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 45°13'14" East, a distance of 35.45 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

South 89°55'40" West, a distance of 73.35 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 3°17'45", a radius of 985.00 feet, a chord bearing and distance of South 88°16'48" West, 56.65 feet;

With said curve to the left, an arc distance of 56.66 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 43°29'40" East, a distance of 36.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 0°22'07" West, a distance of 121.39 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

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

South 89°37'53" West, a distance of 12.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 0°22'07" West, a distance of 54.00 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'53" East, a distance of 12.50 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

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

North 0°22'07" West, a distance of 330.61 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 9°43'29", a radius of 289.00 feet, a chord bearing and distance of North 73°09'05" West, 48.99 feet;

With said curve to the right, an arc distance of 49.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a reverse curve to the left having a central angle of 21°08'06", a radius of 236.00 feet, a chord bearing and distance of North 13°21'23" West, 86.56 feet;

With said curve to the left, an arc distance of 87.05 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 89°37'57" East, a distance of 131.33 feet to a 5/8" iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 23°33'28", a radius of 289.00 feet, a chord bearing and distance of North 11°24'36" East, 117.99 feet;

With said curve to the left, an arc distance of 118.82 feet to a 5/8" iron rod with plastic cap stamped "KHA" set for a corner of this tract;

North 0°22'07" West, a distance of 502.25 feet to a 5/8" iron rod with plastic cap stamped "KHA" found in the south line of Pecan Square Phase 1B, an addition to the Town of Northlake according to the plat field of record in Document Number 2019-89, Plat Record Denton County, Texas, for a corner of this tract;

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 PLOTTED ON: Z:\PROJECTS\2017\PECAN SQUARE\PRELIMINARY\PHASE 2B\PLAN SHEETS\PPA_PRELIMINARY PLAT.DWG [PP-10 PRELIMINARY PLAT]
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LEGAL DESCRIPTION
 41.5417 ACRES

BEING a tract of land situated in the F.W. Thornton Survey, Abstract No.1244, Denton County, Texas and being a portion of a called 182.295-acre tract of land described as Tract 1 conveyed to Pecan Square Phase 1, L.L.C. according to the Document filed of record in Instrument Number 2017-135086, Official Records, Denton County, Texas (O.R.D.C.T.) and being a portion of a called 460.677 acre tract of land described as Tract 1, conveyed to HP Gibbs, LP, according to the document filed of record in Instrument Number 2017-134732 (O.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8-inch iron rod with plastic cap stamped "KHA" set in the east line of that tract of land conveyed to Pecan Square Phase 1C, according to the document filed of record in Document Number 2019-91 (O.R.D.C.T.) for the southwest corner of this tract from which the southernmost northwest corner of said Pecan Square "Tract 1" bears North 3°59'16" West, 767.53 feet;

THENCE with the east line of said Pecan Square Phase 1C tract same being common with the westerly line of this tract the following twenty (20) courses and distances:

North 0°22'07" West, a distance of 698.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

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

North 89°37'53" East, a distance of 6.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 0°22'07" West, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 89°37'53" West, a distance of 6.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

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

North 0°22'07" West, a distance of 7.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 89°37'53" West, a distance of 64.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 0°22'07" East, a distance of 7.50 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

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

South 89°37'53" West, a distance of 119.69 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 0°22'07" West, a distance of 127.60 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 77°52'02" West, a distance of 36.63 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 8°33'18" West, a distance of 120.98 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the left having a central angle of 7°09'20", a radius of 380.00 feet, a chord bearing and distance of North 77°52'02" East, 47.46 feet;

With said curve to the left, an arc distance of 47.46 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 16°48'44" West, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 16°26'37", a radius of 326.00 feet, a chord bearing and distance of South 81°24'34" West, 93.24 feet;

With said curve to the right, an arc distance of 93.56 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 89°37'53" West, a distance of 6.62 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 0°22'07" West, a distance of 51.95 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 21°40'13" West, a distance of 50.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

THENCE North 68°19'47" East, leaving said common line passing the east line of the above-mentioned Pecan Square Phase 1 tract at 32.95 feet and continuing a total distance of 115.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set in the above-mentioned HP Gibbs tract for corner of this tract;

THENCE over and across said HP Gibbs tract the following thirty-eight (38) courses and distances:

North 21°40'13" West, a distance of 10.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 68°19'47" East, a distance of 64.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 21°40'13" East, a distance of 14.70 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 64°13'37" East, a distance of 500.88 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 31°46'23" West, a distance of 108.65 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 73°46'23" West, a distance of 14.86 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 64°13'37" West, a distance of 14.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 25°46'23" West, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 64°13'37" East, a distance of 8.33 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 16°13'37" East, a distance of 13.38 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northwest corner of this tract;

North 31°46'23" West, a distance of 102.93 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 58°13'37" East, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 67°15'49" East, a distance of 51.54 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 73°19'56" East, a distance of 48.01 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 77°56'09" East, a distance of 48.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 83°44'10" East, a distance of 48.07 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 89°37'53" East, a distance of 613.45 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the northeast corner of this tract;

South 0°22'07" East, a distance of 148.78 feet to a point for corner of this tract;

South 69°19'03" West, a distance of 19.08 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a non-tangent curve to the right having a central angle of 41°50'40", a radius of 50.00 feet, a chord bearing and distance of South 5°58'04" West, 35.71 feet;

With said curve to the right, an arc distance of 36.52 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 1°38'35" West, a distance of 211.89 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 68°42'39", a radius of 61.50 feet, a chord bearing and distance of South 35°59'55" West, 69.41 feet;

With said curve to the right, an arc distance of 73.75 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 0°22'07" East, a distance of 239.45 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 89°37'53" East, a distance of 16.19 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 0°22'07" East, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 89°37'53" East, a distance of 40.08 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

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

South 0°22'07" East, a distance of 124.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the left having a central angle of 19°55'21", a radius of 1042.00 feet, a chord bearing and distance of South 10°19'48" East, 360.50 feet;

With said curve to the left, an arc distance of 362.32 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 20°17'29" East, a distance of 320.59 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set at the beginning of a tangent curve to the right having a central angle of 19°55'21", a radius of 497.00 feet, a chord bearing and distance of South 10°19'48" East, 171.94 feet;

With said curve to the right, an arc distance of 172.81 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 0°22'07" East, a distance of 38.18 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for the southeast corner of this tract;

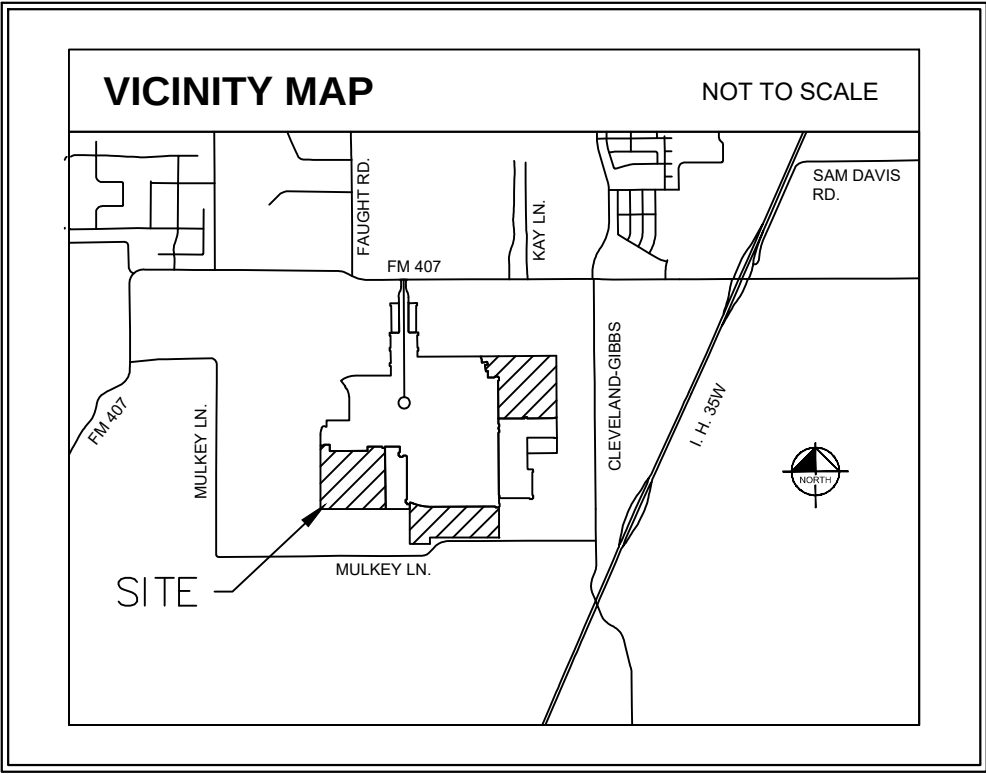
South 89°37'53" West, a distance of 576.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

North 0°22'07" West, a distance of 25.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

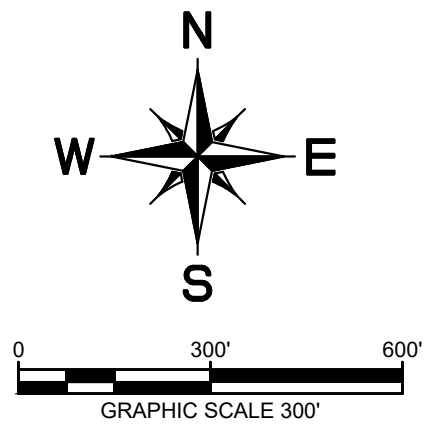
South 89°37'53" West, a distance of 54.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 0°22'07" East, a distance of 25.00 feet to a 5/8-inch iron rod with plastic cap stamped "KHA" set for corner of this tract;

South 89°37'53" West, a distance of 560.00 feet to the POINT OF BEGINNING and containing 41.5417 acres or 1,809,558 square feet of land, more or less.



PRELIMINARY PLAT FOR PECAN SQUARE PHASE 2B 503 RESIDENTIAL LOTS BEING 122.73 ACRES OUT OF THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244 AND THE A. McDONALD SURVEY, ABSTRACT NO. 785 IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS						
OWNER/DEVELOPER: HP GIBBS, LP/Pecan Square 1, LLC 3000 Turtle Creek Blvd. Dallas, TX 75219 Tel: (214) 303-5535 Contact: Angie Mastrocola				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.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	P-10



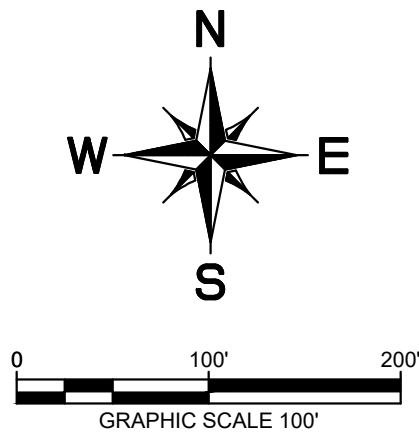
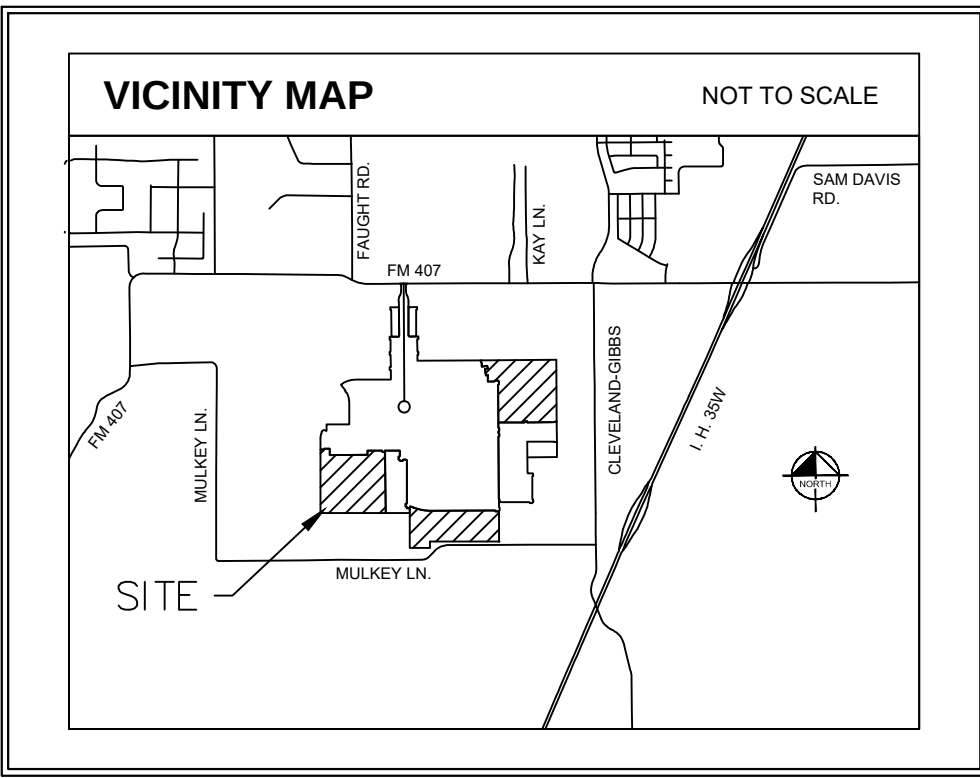
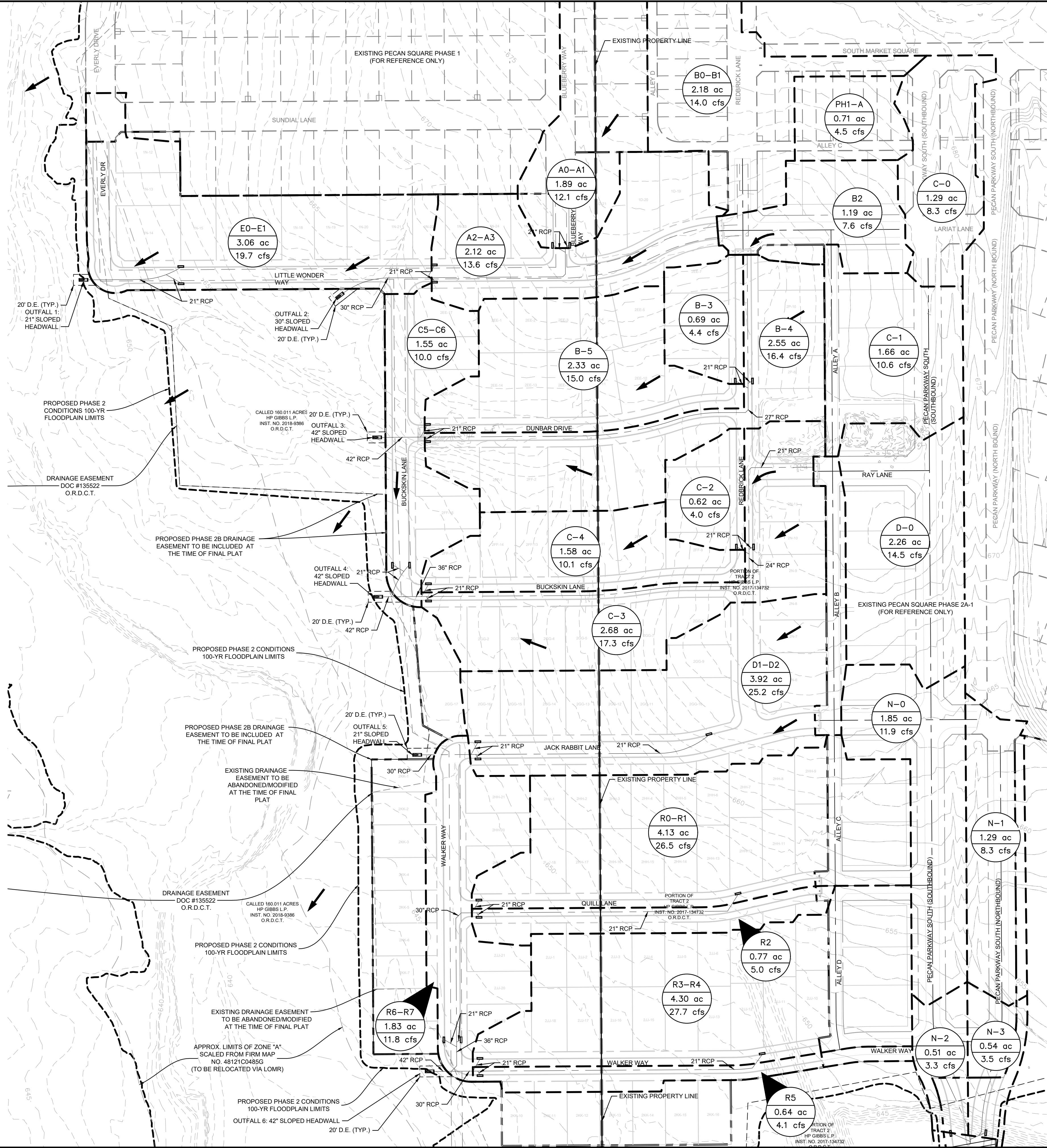
OWNER/DEVELOPER:
HP GIBBS, LP/Pecan Square 1, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

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.	C-3
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

PLANNED BY SAN ANTONIO, TEXAS 78201-1234
DRAWN BY JAMES H. HORN, P.E.
LAST SAID 5/7/2011 11:19 AM

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LEGEND

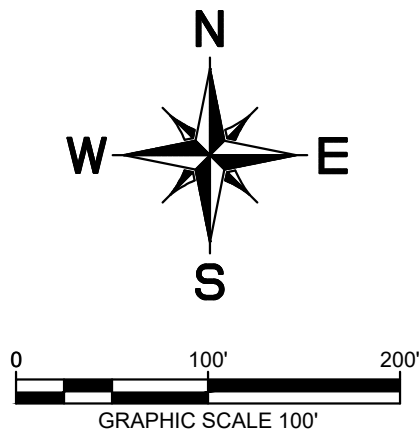
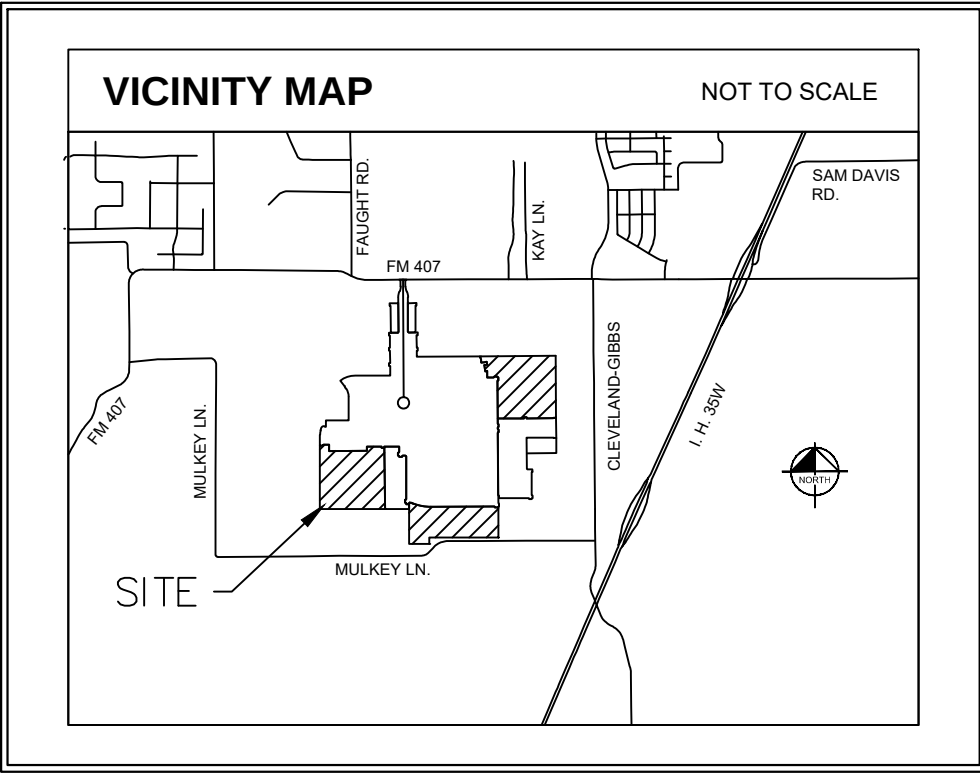
X-1 9.9 ac 5.5 cfs	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
---	PROPERTY LINE
---	PROPOSED STORM DRAIN LINE
---	PROPOSED DRAINAGE DIVIDE
□	PROPOSED STORM DRAIN INLET
○	PROPOSED STORM DRAIN MANHOLE
▤	PROPOSED STORM DRAIN HEADWALL
→	PROPOSED FLOW DIRECTION
---	EXISTING CONTOUR

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

STORM PLAN FOR PECAN SQUARE PHASE 2B 503 RESIDENTIAL LOTS BEING 122.73 ACRES OUT OF THE F.W. THORNTON SURVEY, ABSTRACT NO. 1244 AND THE A. McDONALD SURVEY, ABSTRACT NO. 785 IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS					
OWNER/DEVELOPER: HP GIBBS, LP/Pecan Square 1, LLC 3000 Turtle Creek Blvd. Dallas, TX 75219 Tel: (214) 303-5535 Contact: Angie Mastrocola			ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd., Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Jason Kaiser, P.E.		
DESIGNED AS	DRAWN AS	CHECKED JMK	SCALE AS SHOWN	DATE MAY 2020	KH PROJECT NO. 063226901
					D-1

PLOTTED BY: SAUTER, ANDREA, 4/20/2015 4:52 AM
DRAWN BY: ZIMMERMAN, JESSICA, 4/20/2015 4:52 AM
LAST SAVER: 4/20/2015 4:52 PM

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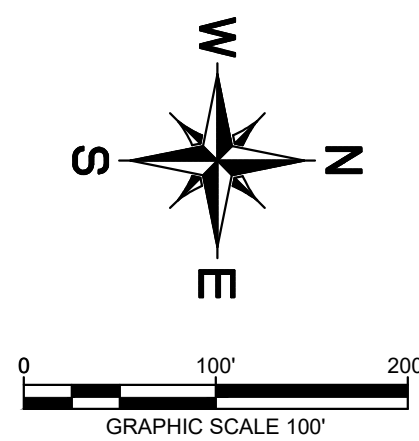
X-1 9.9 ac 5.5 cfs	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
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	PROPOSED STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	EXISTING CONTOUR

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

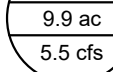
STORM PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER: HP GIBBS, LP/Pecan Square 1, LLC 3000 Turtle Creek Blvd. Dallas, TX 75219 Tel: (214) 303-5535 Contact: Angie Mastrocola		ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd., Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Jason Kaiser, P.E.	
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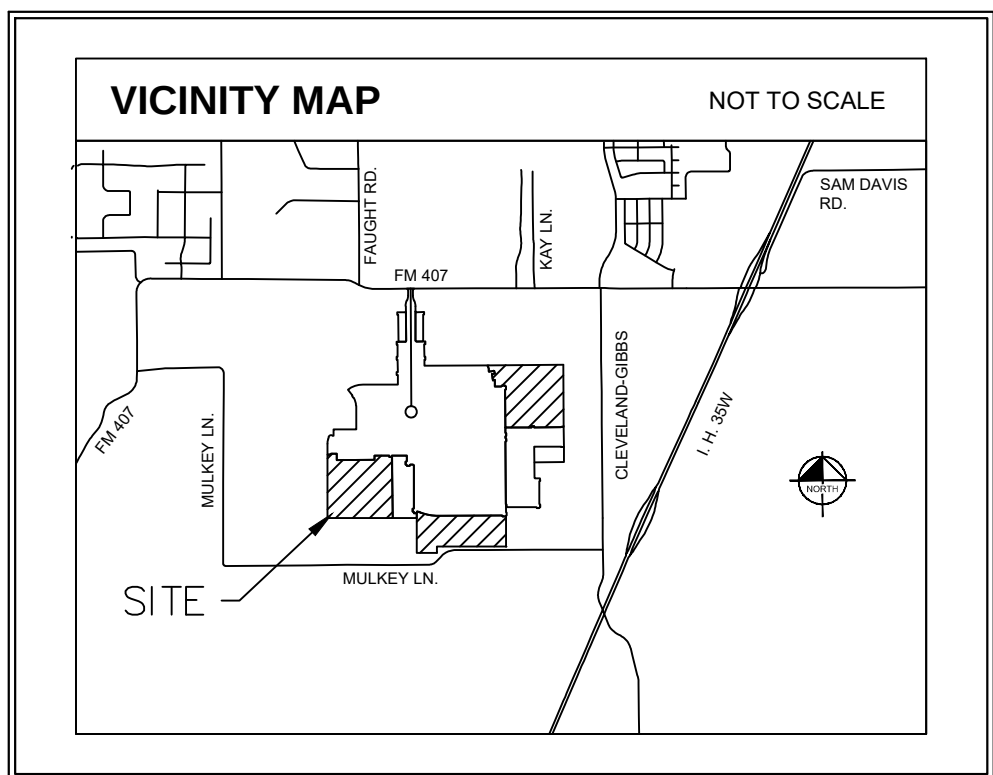
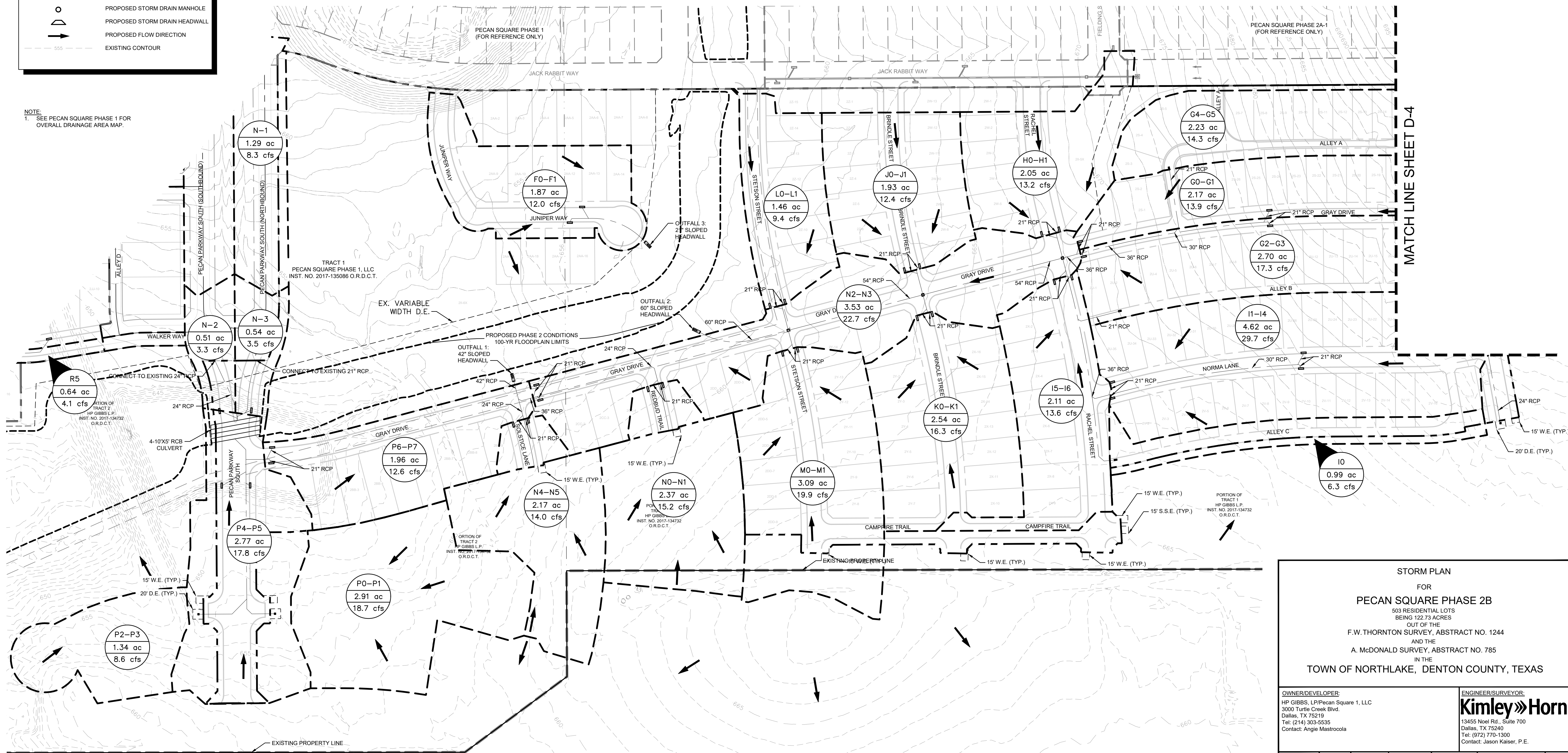
DESIGNED AS	DRAWN AS	CHECKED JMK	SCALE AS SHOWN	DATE MAY 2020	KH PROJECT NO. 063226901	D-2
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LEGEND

	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

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



STORM PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122 73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

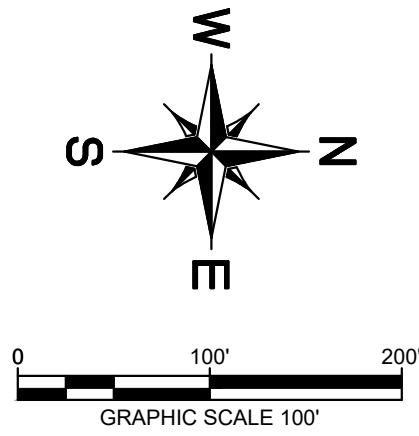
OWNER/DEVELOPER:
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3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

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.	D-3
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

PLANNED BY: JENNIFER L. FULTON, 4/28/2020 4:05 PM
DRAWN BY: JENNIFER L. FULTON, 4/28/2020 4:05 PM
LAST SAVID: JENNIFER L. FULTON, 4/28/2020 4:05 PM

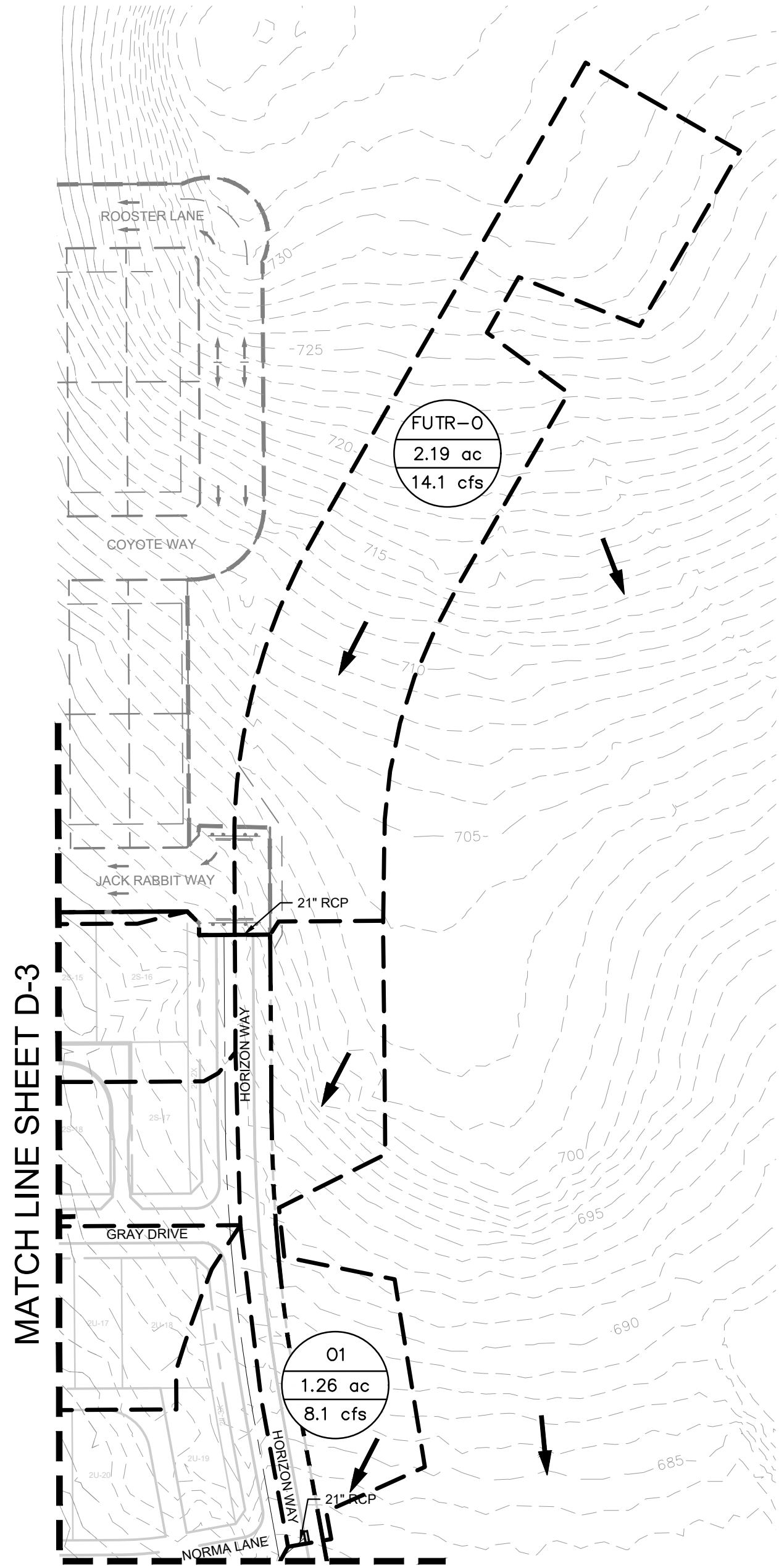
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LEGEND

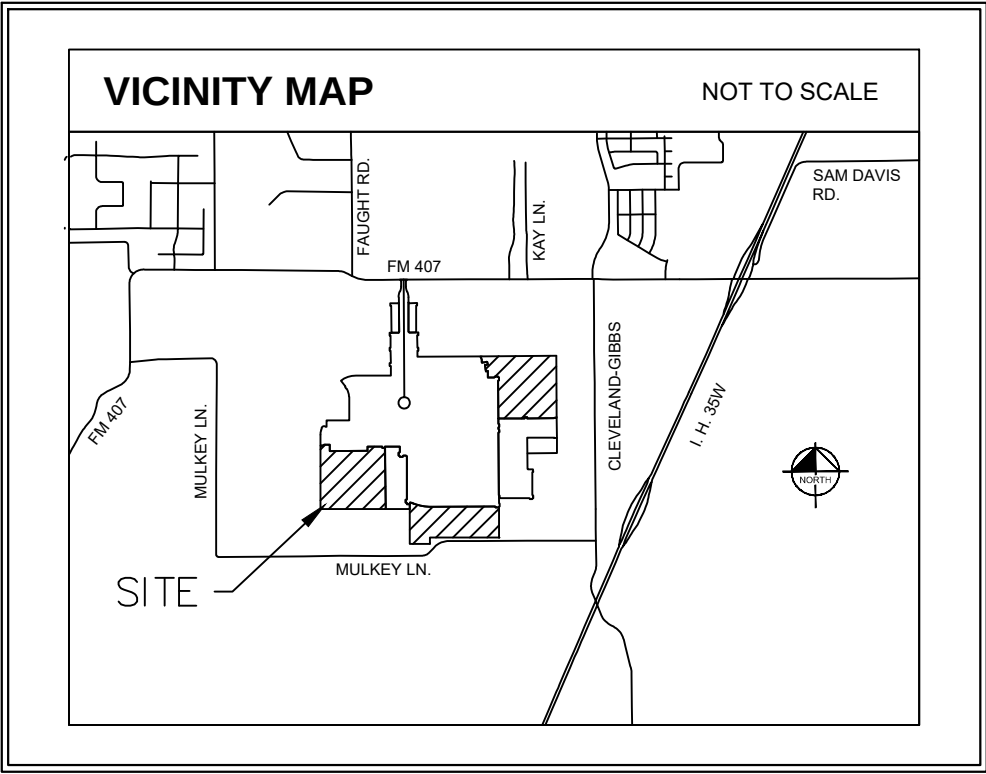
X-1 9.9 ac 5.5 cfs	AREA DESIGNATOR AREA IN ACRES Q100 FLOW IN CFS
	PROPERTY LINE
	PROPOSED STORM DRAIN LINE
	PROPOSED DRAINAGE DIVIDE
	PROPOSED STORM DRAIN INLET
	PROPOSED STORM DRAIN MANHOLE
	PROPOSED STORM DRAIN HEADWALL
	PROPOSED FLOW DIRECTION
	EXISTING CONTOUR

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



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)
A0-A1	1.89	1.25	0.65	15	7.91	12.1
A2-A3	2.12	1.25	0.65	15	7.91	13.6
B-3	0.69	1.25	0.65	15	7.91	4.4
B-4	2.55	1.25	0.65	15	7.91	16.4
B-5	2.33	1.25	0.65	15	7.91	15.0
B0-B1	2.18	1.25	0.65	15	7.91	14.0
B2	1.19	1.25	0.65	15	7.91	7.6
C-0	1.29	1.25	0.65	15	7.91	8.3
C-1	1.66	1.25	0.65	15	7.91	10.6
C-2	0.62	1.25	0.65	15	7.91	4.0
C-3	2.68	1.25	0.65	15	7.91	17.3
C-4	1.58	1.25	0.65	15	7.91	10.1
C5-C6	1.55	1.25	0.65	15	7.91	10.0
D-0	2.26	1.25	0.65	15	7.91	14.5
D1-D2	3.92	1.25	0.65	15	7.91	25.2
E0-E1	3.06	1.25	0.65	15	7.91	19.7
F0-F1	1.87	1.25	0.65	15	7.91	12.0
FUTR-O	2.19	1.25	0.65	15	7.91	14.1
FUTR ROAD	3.06	1.25	0.65	15	7.91	19.7
G0-G1	2.17	1.25	0.65	15	7.91	13.9
G2-G3	2.70	1.25	0.65	15	7.91	17.3
G4-G5	2.23	1.25	0.65	15	7.91	14.3
H0-H1	2.05	1.25	0.65	15	7.91	13.2
I0	0.99	1.25	0.65	15	7.91	6.3
I1-I4	4.62	1.25	0.65	15	7.91	29.7
I5-I6	2.11	1.25	0.65	15	7.91	13.6
J0-J1	1.93	1.25	0.65	15	7.91	12.4
K0-K1	2.54	1.25	0.65	15	7.91	16.3
L0-L1	1.46	1.25	0.65	15	7.91	9.4

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)
M0-M1	3.09	1.25	0.65	15	7.91	19.9
N-0	1.85	1.25	0.65	15	7.91	11.9
N-1	1.29	1.25	0.65	15	7.91	8.3
N-2	0.51	1.25	0.65	15	7.91	3.3
N-3	0.54	1.25	0.65	15	7.91	3.5
N0-N1	2.37	1.25	0.65	15	7.91	15.2
N2-N3	3.53	1.25	0.65	15	7.91	22.7
N4-N5	2.17	1.25	0.65	15	7.91	14.0
O1	1.26	1.25	0.65	15	7.91	8.1
P0-P1	2.91	1.25	0.65	15	7.91	18.7
P2-P3	1.34	1.25	0.65	15	7.91	8.6
P4-P5	2.77	1.25	0.65	15	7.91	17.8
P6-P7	1.96	1.25	0.65	15	7.91	12.6
PH1-A	0.71	1.25	0.65	15	7.91	4.5
Q0-Q3	6.88	1.25	0.65	15	7.91	44.2
Q4-Q7	6.21	1.25	0.65	15	7.91	39.9
Q8-Q9	4.46	1.25	0.65	15	7.91	28.6
Q10-Q11	3.57	1.25	0.65	15	7.91	23.0
R0-R1	4.13	1.25	0.65	15	7.91	26.5
R2	0.77	1.25	0.65	15	7.91	5.0
R3-R4	4.30	1.25	0.65	15	7.91	27.7
R5	0.64	1.25	0.65	15	7.91	4.1
R6-R7	1.83	1.25	0.65	15	7.91	11.8
S0-S4	6.86	1.25	0.65	15	7.91	44.1
S5-S8	3.52	1.25	0.65	15	7.91	22.6
S9-S13	9.14	1.25	0.65	15	7.91	58.8

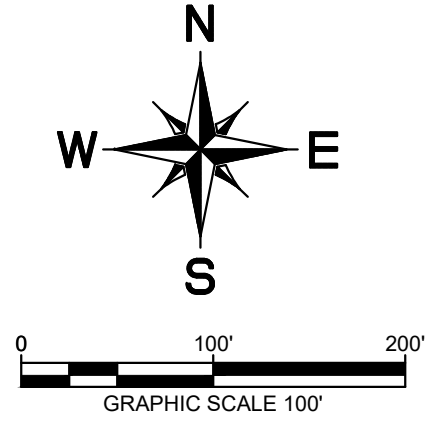
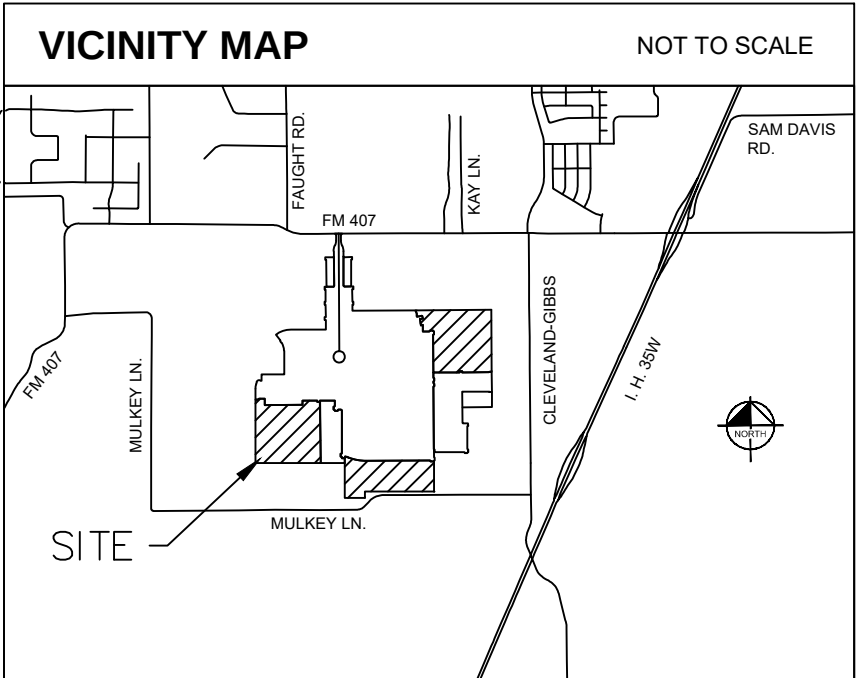
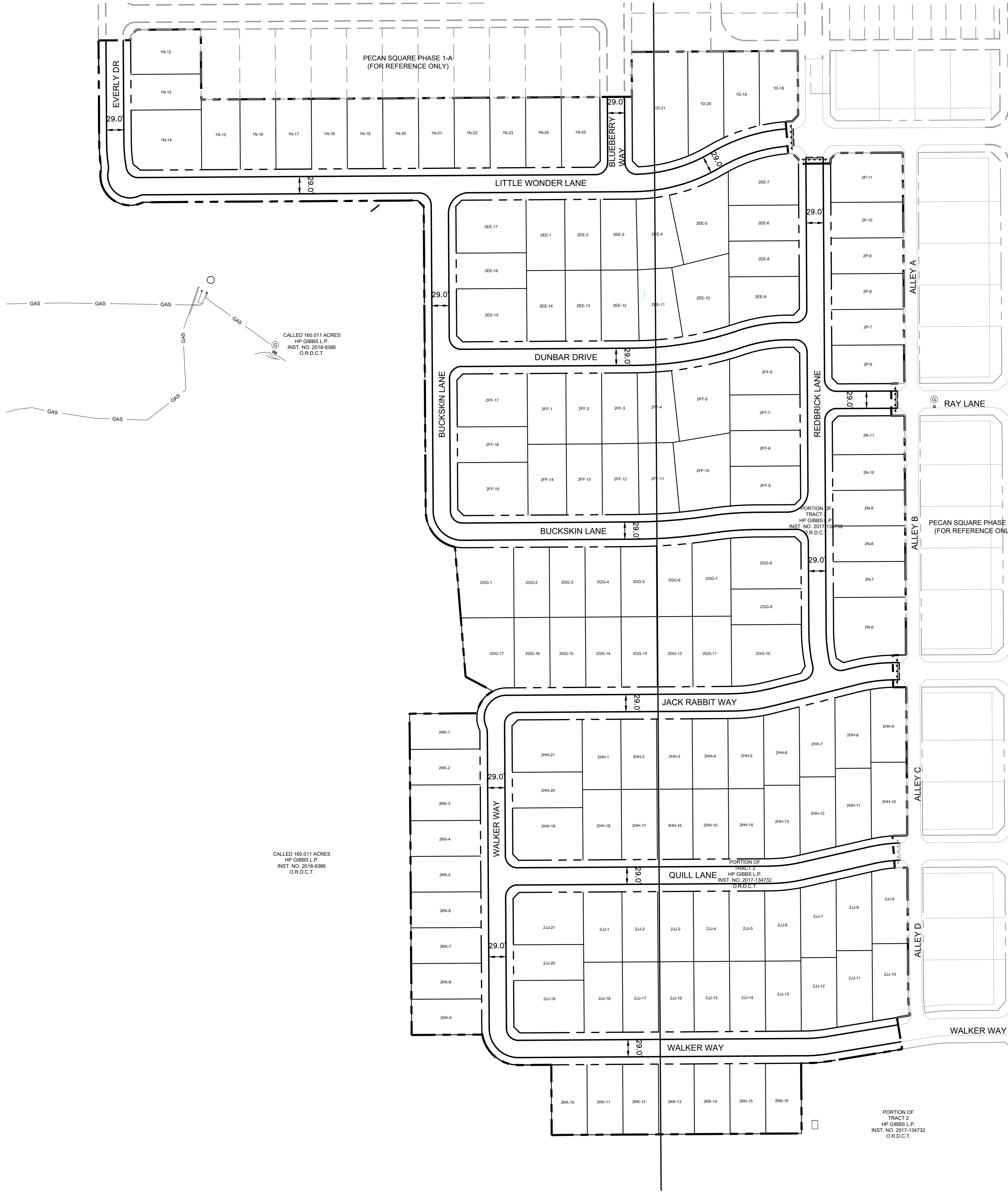


STORM PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

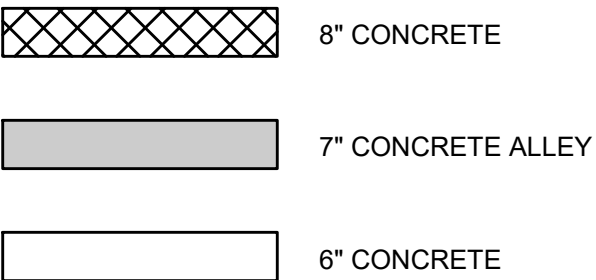
OWNER/DEVELOPER: HP GIBBS, L.P./Pecan Square 1, LLC 3000 Turtle Creek Blvd. Dallas, TX 75219 Tel: (214) 303-5535 Contact: Angie Mastrocola				ENGINEER/SURVEYOR: Kimley»Horn 13455 Noel Rd., Suite 700 Dallas, TX 75240 Tel: (972) 770-1300 Contact: Jason Kaiser, P.E.			
DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		
AS	AS	JMK	AS SHOWN	MAY 2020	063226901		D-4

PLOTTED BY: SAVANNA ANDREA, 4/20/2015, 1:15 AM
DRAWN BY: ZAVANNA, 4/20/2015, 1:15 AM
LAST SAVID: 4/20/2015, 1:15 PM

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PAVEMENT LEGEND



NOTE:

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

PAVING PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
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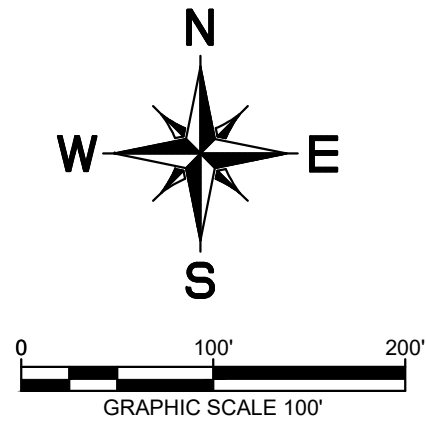
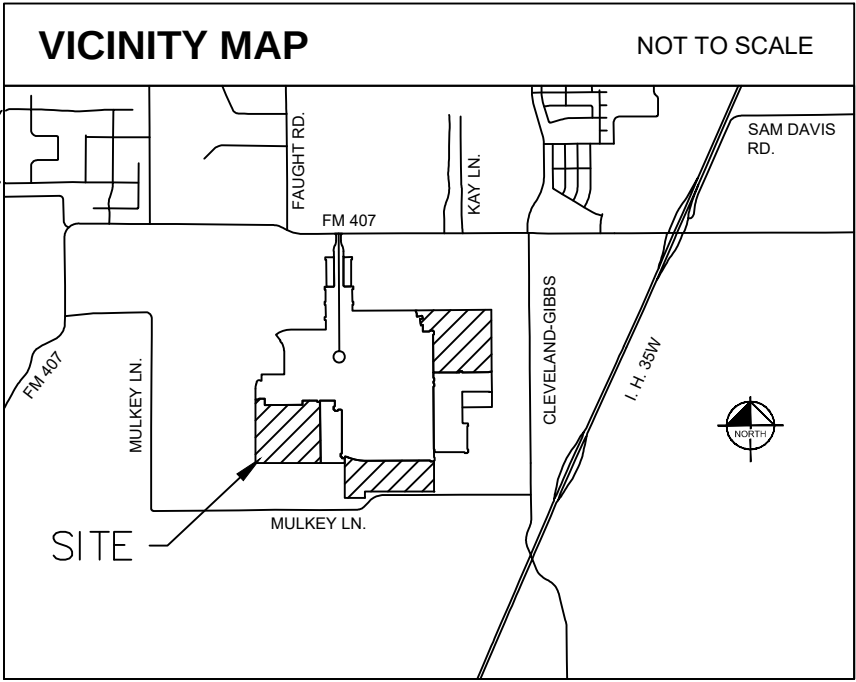
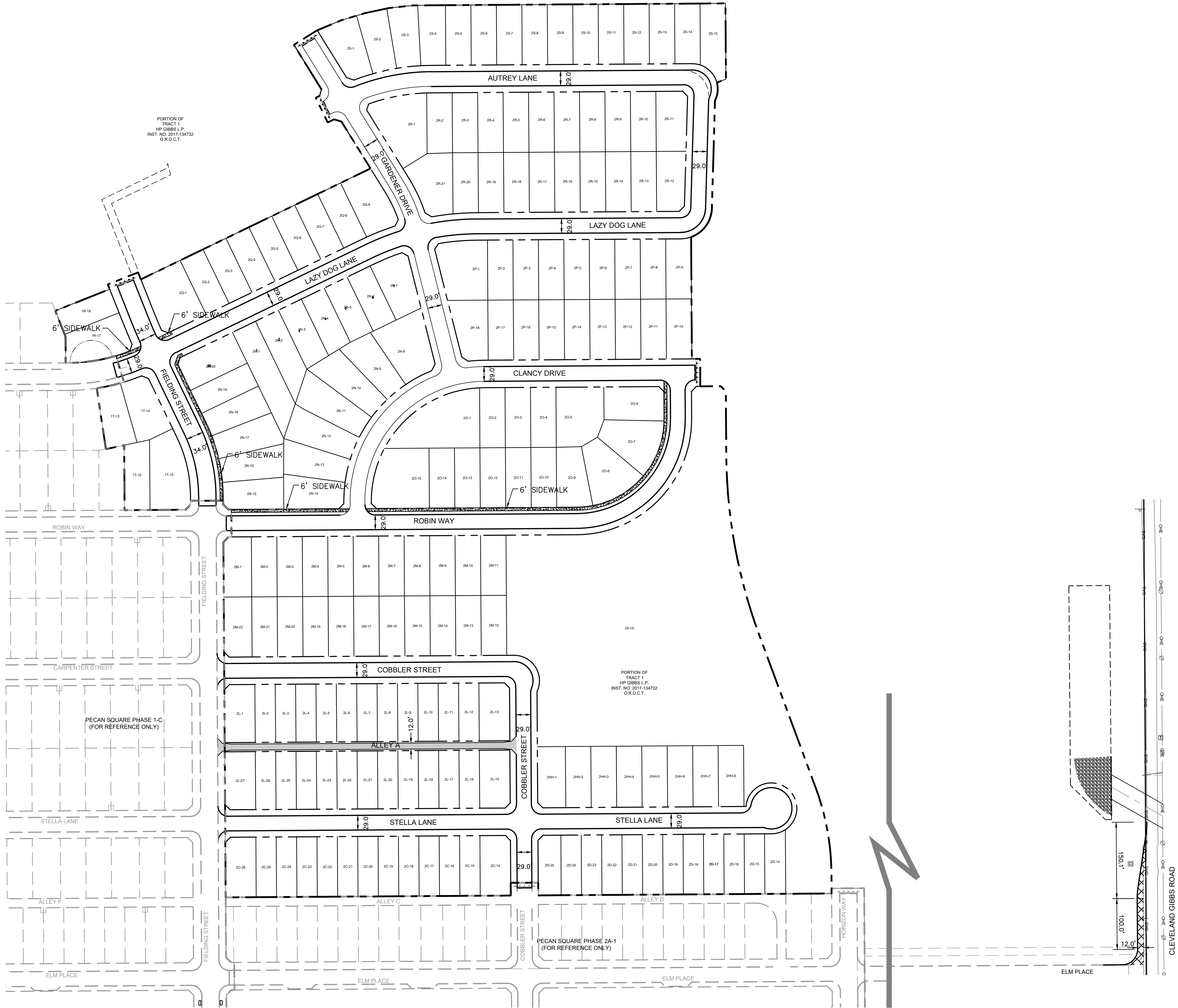
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Tel: (214) 303-5535
Contact: Angie Mastrocola

ENGINEER/SURVEYOR:
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Dallas, TX 75240
Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	P-1

DESIGNED BY: SAVIDA, ANDREA, 4/20/2015 2:52 AM
DRAWN BY: SAVIDA, ANDREA, 4/20/2015 2:52 AM
CHECKED BY: SAVIDA, ANDREA, 4/20/2015 2:52 AM
LAST SAVIDA 4/20/2015 2:52 PM

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PAVEMENT LEGEND

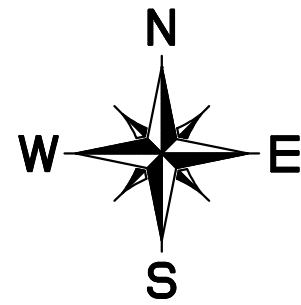
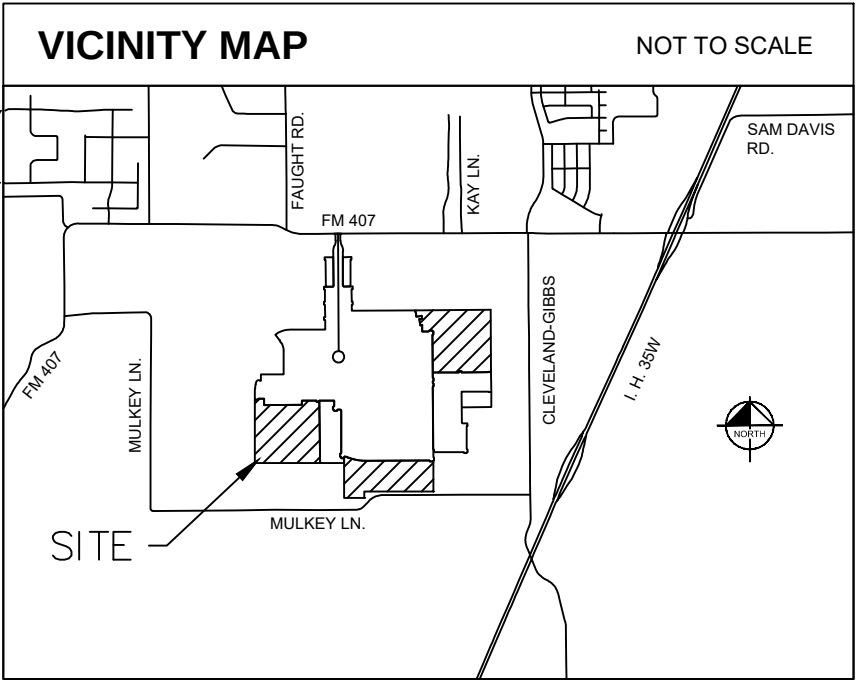
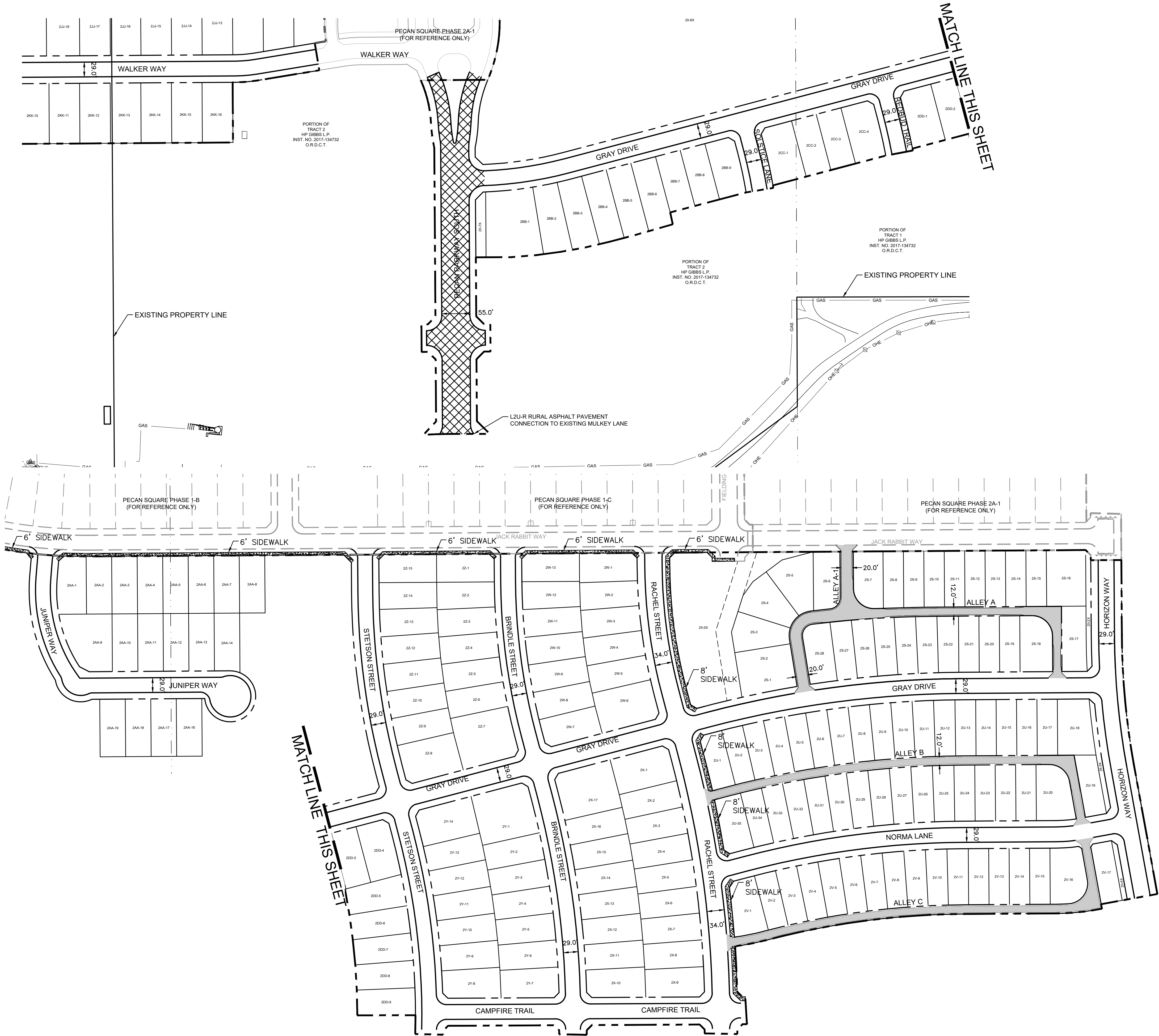
- 8" CONCRETE
- 7" CONCRETE ALLEY
- 6" CONCRETE

- NOTE:
- ALL SIDEWALKS SHALL BE 5' UNLESS OTHERWISE NOTED.

PAVING PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		P-2
AS	AS	JMK	AS SHOWN	MAY 2020	063226901		

PLANNED BY: SAUTER, ANDERSON, 17200 135th AV
DRAWN BY: ZACHARY, 17200 135th AV
LAST SAVER: 4/30/2020 4:53 PM
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0 100' 200'
GRAPHIC SCALE 100'

PAVEMENT LEGEND

- 8" CONCRETE
- 7" CONCRETE ALLEY
- 6" CONCRETE

NOTE:

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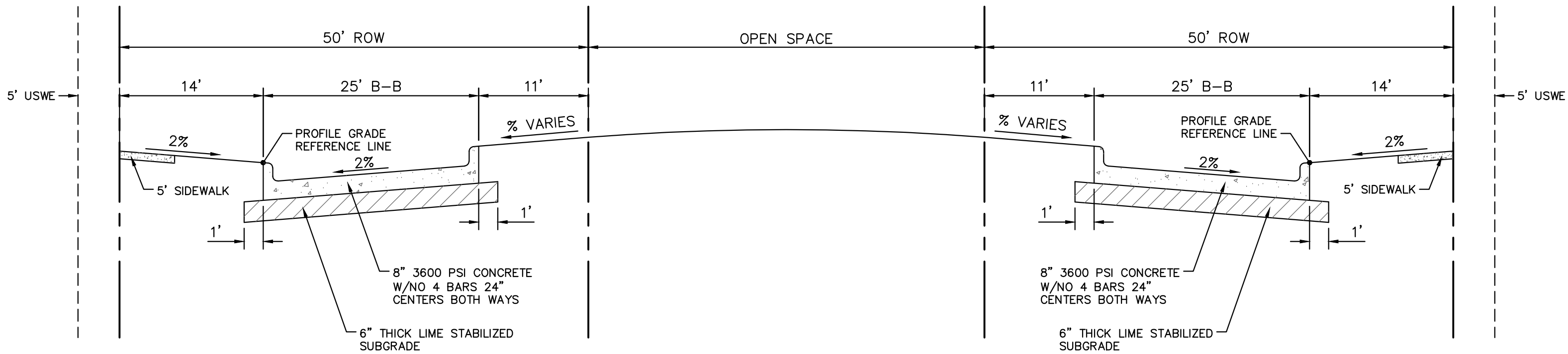
OWNER/DEVELOPER:
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	P-3

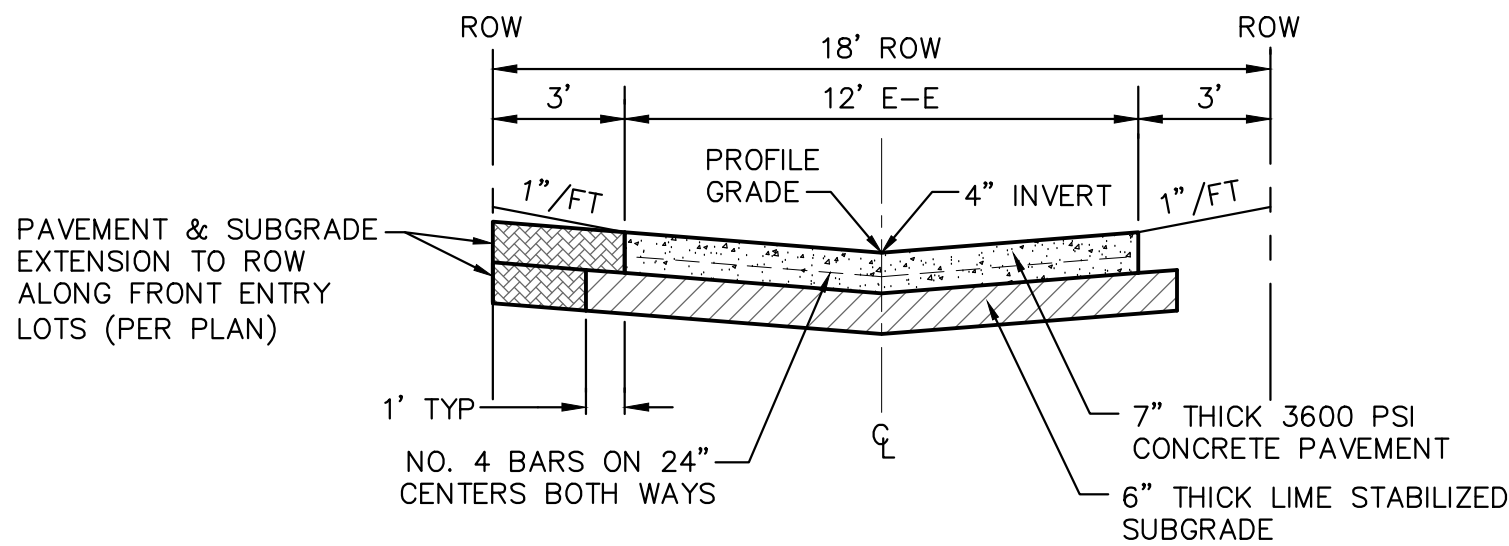
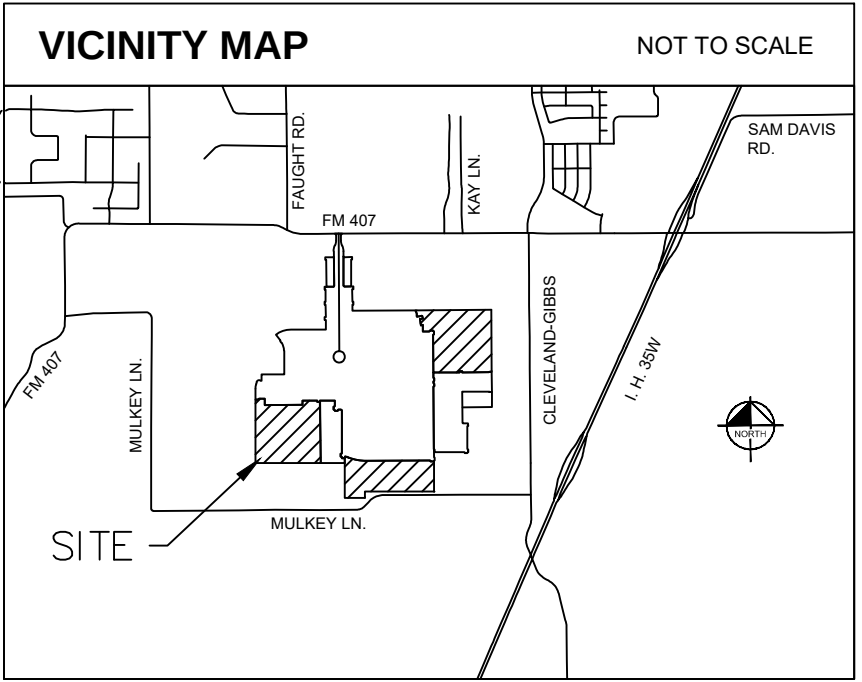
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LAST SAVED: 4/30/2023 5:00 AM

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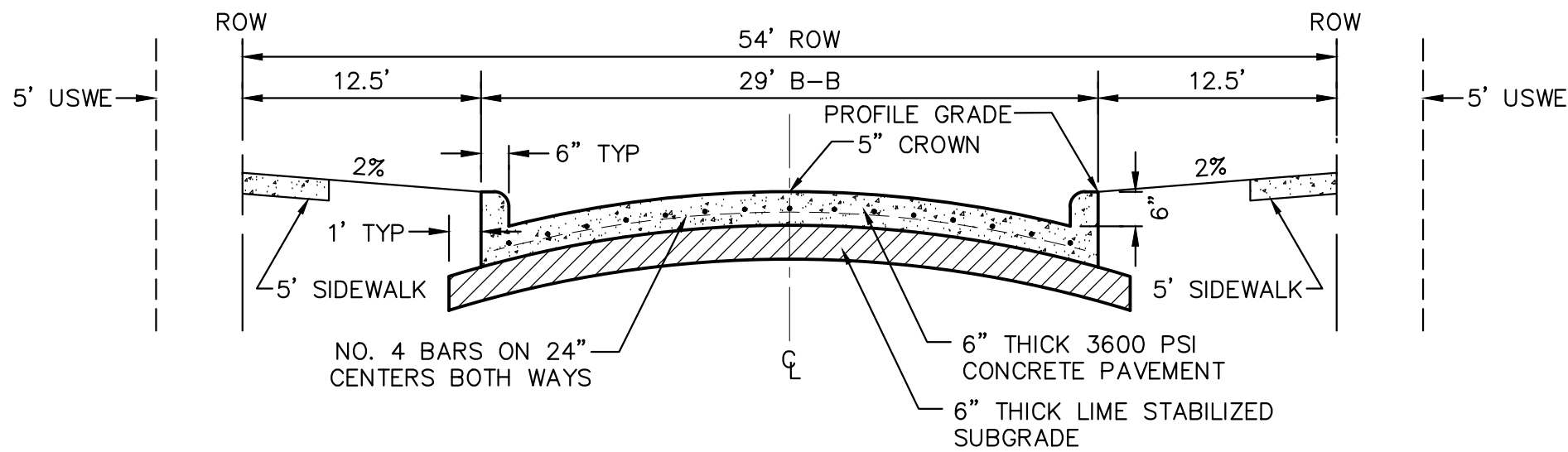
TYPICAL PECAN STREET PAVING SECTION
50' ROW - 25' B-B SPLIT ROADWAY

NTS



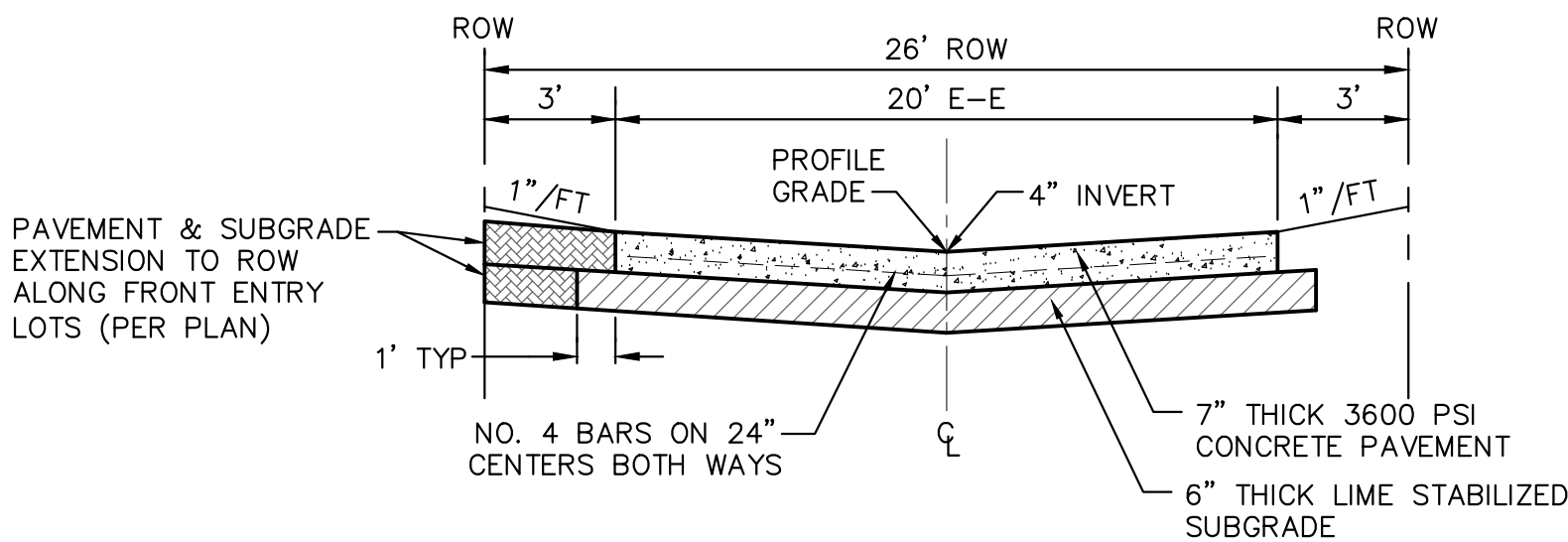
12' ALLEY SECTION

NTS



RESIDENTIAL STREET SECTION

NTS



20' ALLEY SECTION

NTS

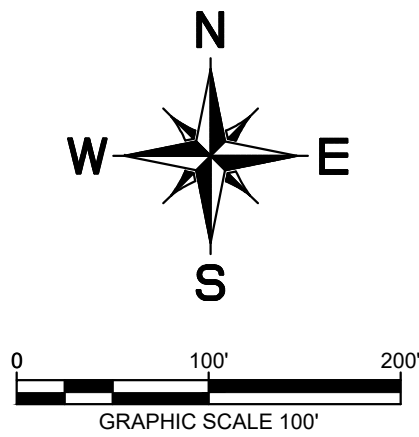
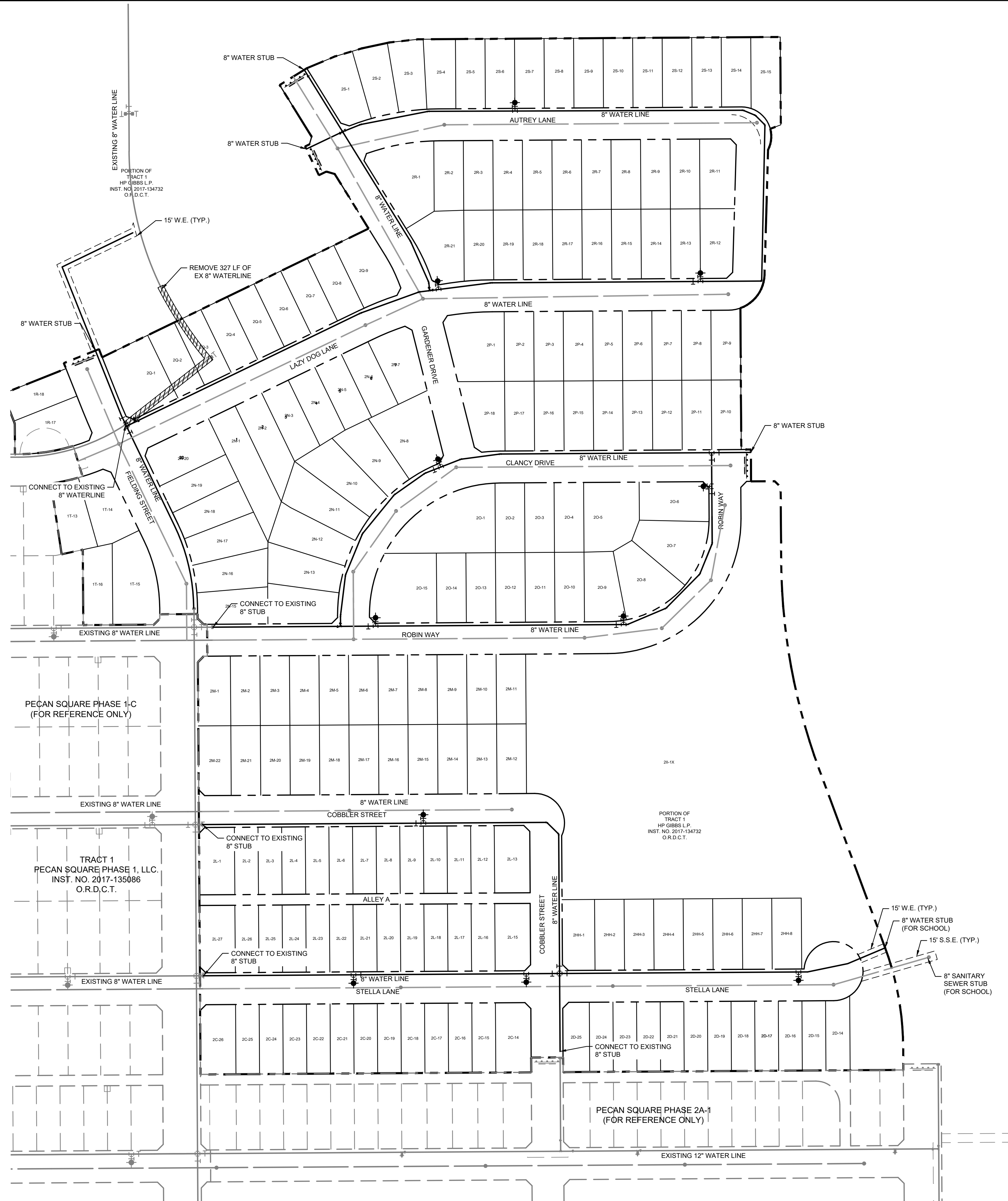
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FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
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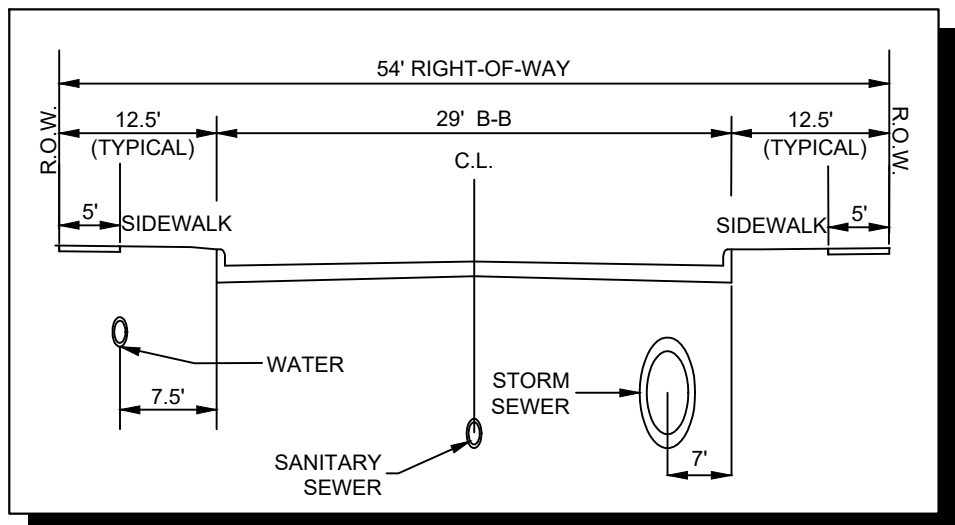
ENGINEER/SURVEYOR:
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	P-4

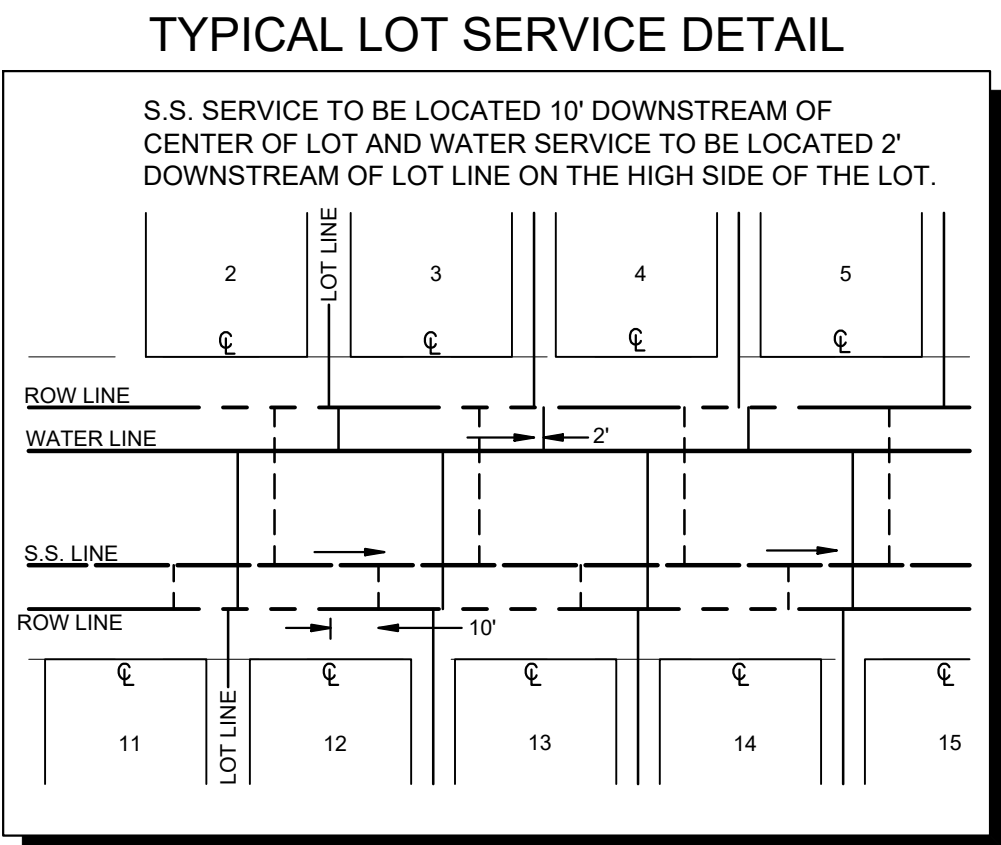
W-1



TYPICAL UTILITY LOCATION SD-P02



UTILITY LEGEND

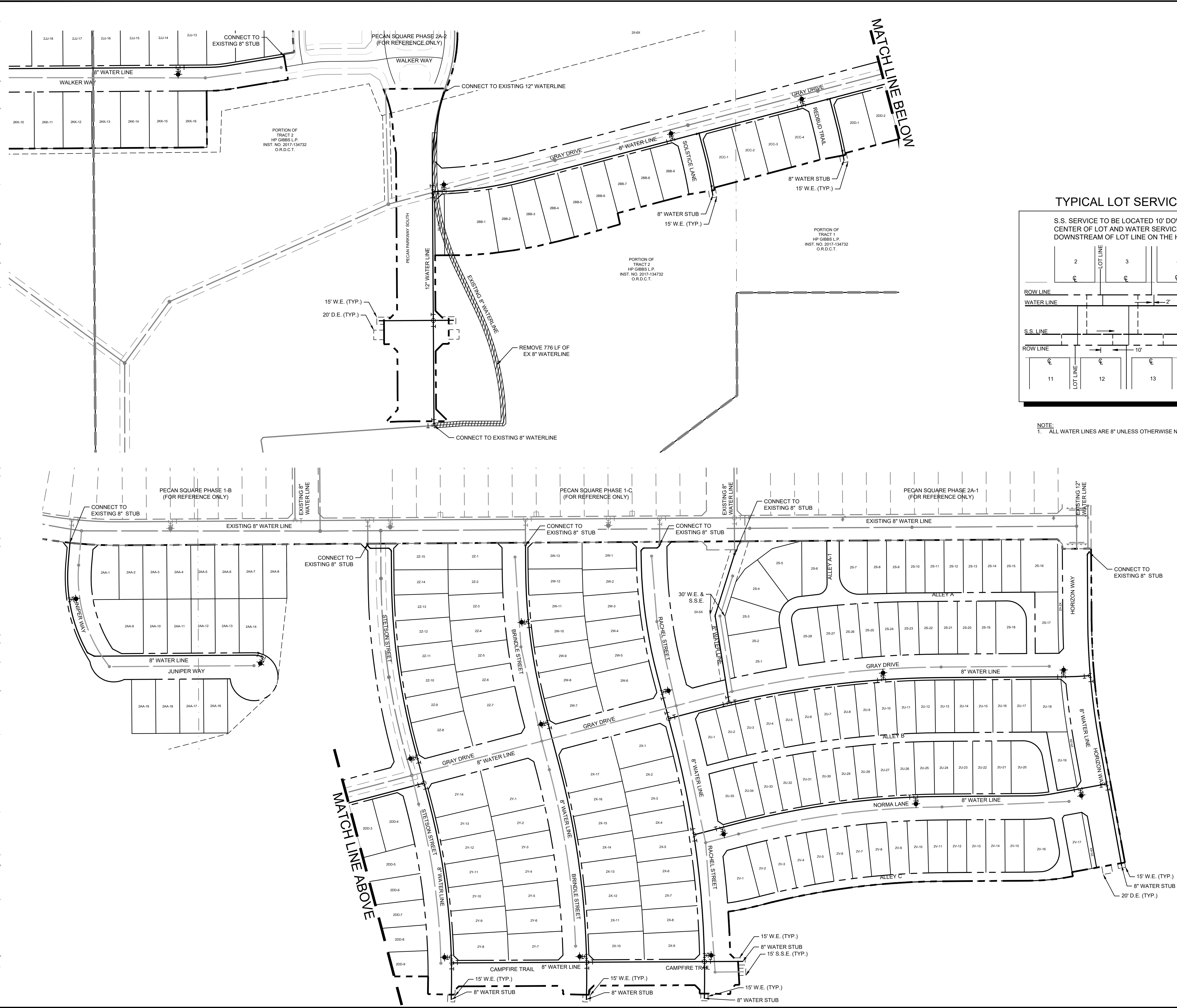


1. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED

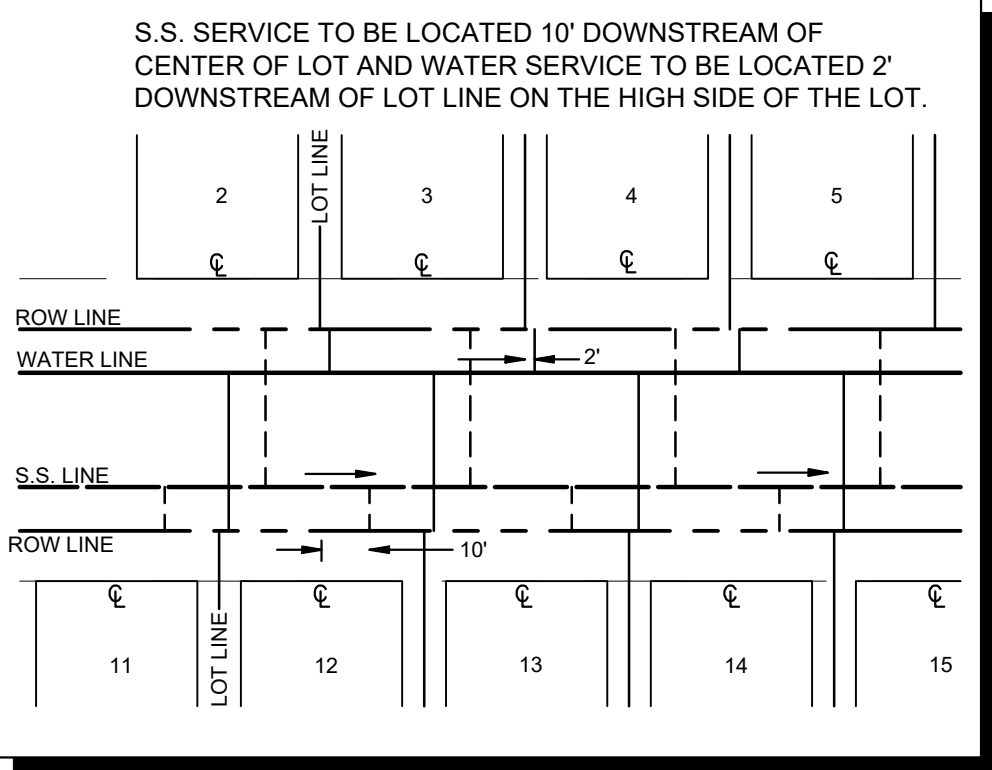
- | | |
|---|----------------------------------|
|  | PROPERTY LINE |
|  | PROPOSED SANITARY SEWER LINE |
|  | PROPOSED WATER LINE |
|  | PROPOSED SANITARY SEWER MANHOLE |
|  | PROPOSED SANITARY SEWER CLEANOUT |
|  | SANITARY SEWER FLOW DIRECTION |
|  | PROPOSED FIRE HYDRANT |
|  | PROPOSED TAPPING SLEEVE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

Kimley»Horn
13455 Noel Rd., Suite 700
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Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	W-2
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

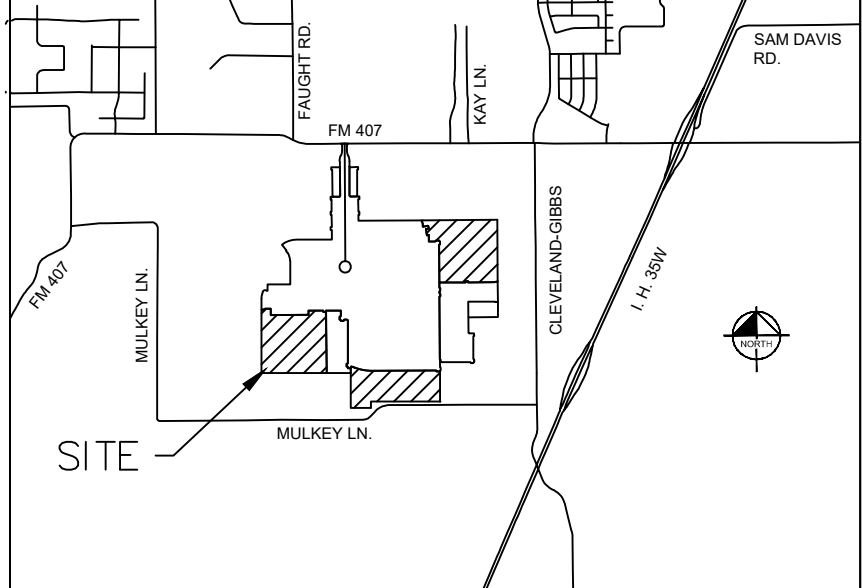


TYPICAL LOT SERVICE DETAIL

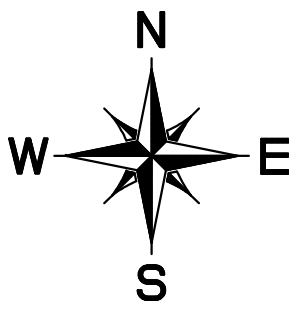


NOTE:
1. ALL WATER LINES ARE 8" UNLESS OTHERWISE NOTED.

VICINITY MAP

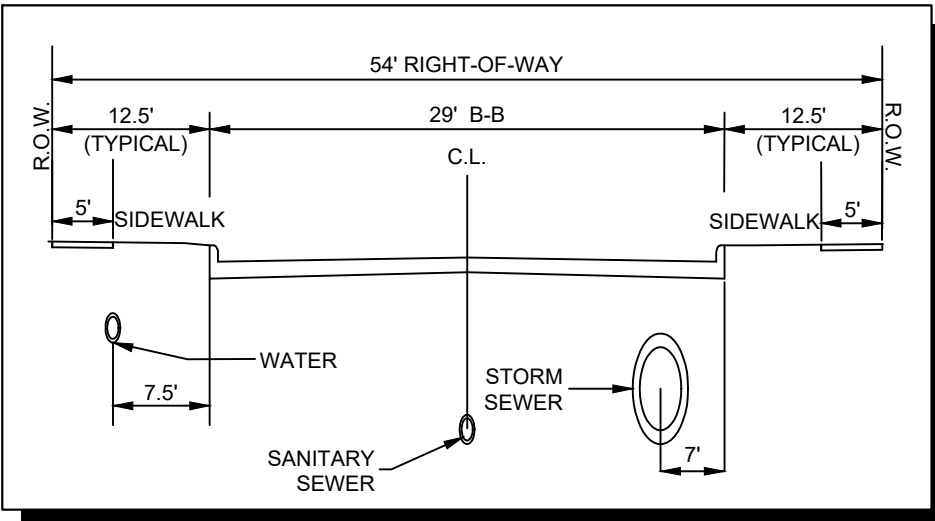


NOT TO SCALE



0 100' 200'
GRAPHIC SCALE 100'

TYPICAL UTILITY LOCATION SD-P02



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
	EXISTING OVERHEAD POWER LINE
	EXISTING WATER LINE
	EXISTING SANITARY SEWER LINE
	EXISTING STORM SEWER LINE
	EXISTING FIRE HYDRANT
	EXISTING WATER METER
	EXISTING SANITARY SEWER MANHOLE

WATER PLAN

FOR PECAN SQUARE PHASE 2B

503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
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AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

OWNER/DEVELOPER:
HP GIBBS, LP/Pecan Square 1, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219
Tel: (214) 303-5535
Contact: Angie Mastrocola

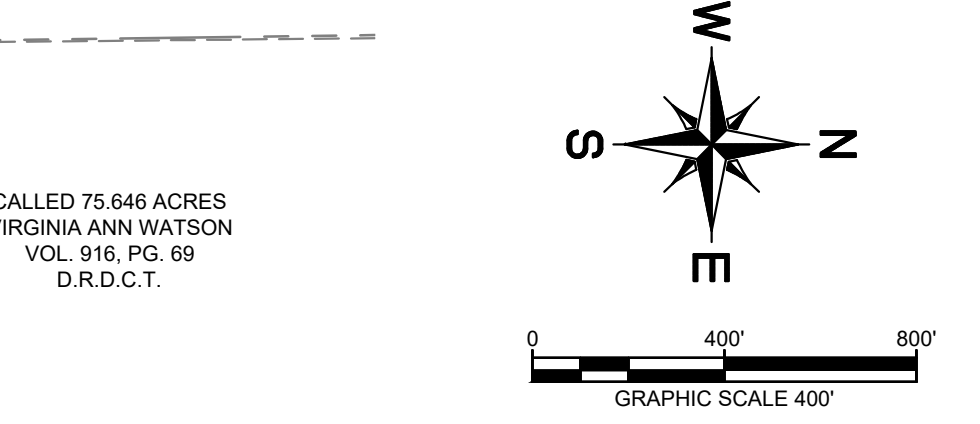
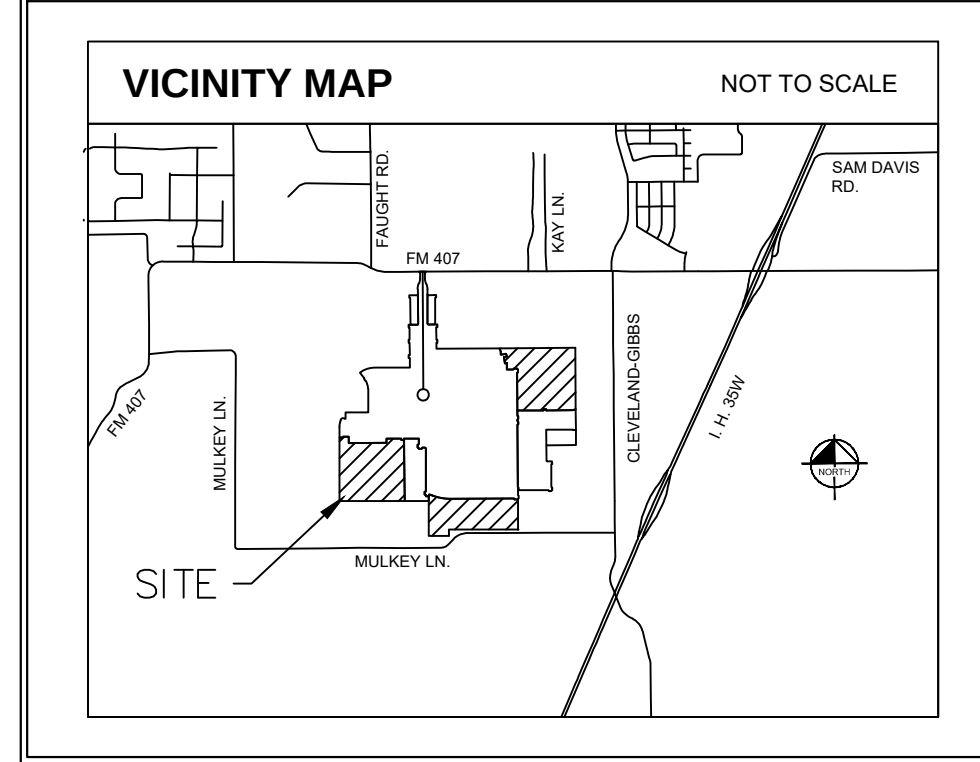
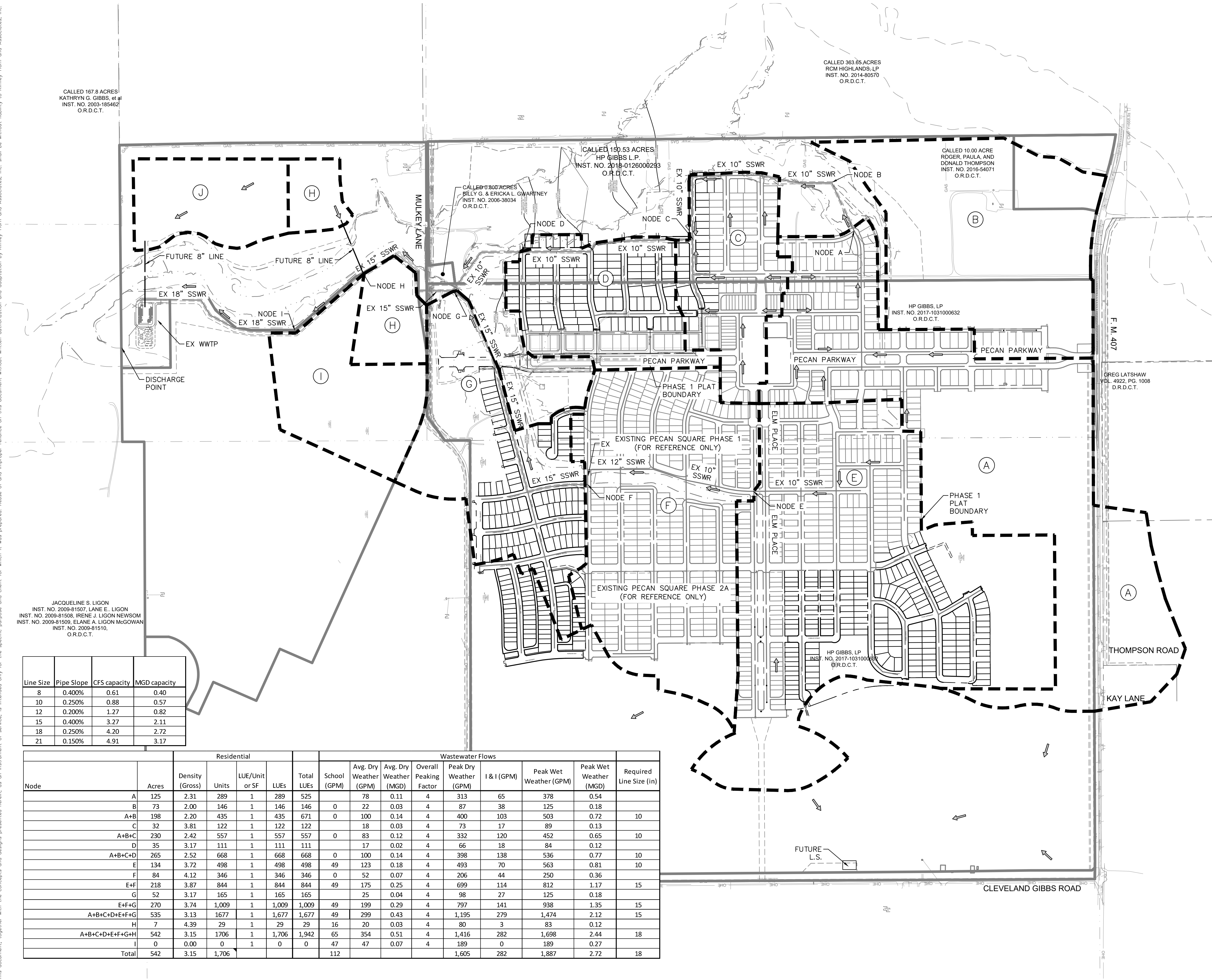
ENGINEER/SURVEYOR:

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.	
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	W-3

DESIGNED BY: J. L. HORN, P.E. 06/20/2020 10:54 AM
DRAWN BY: J. L. HORN, P.E. 06/20/2020 10:54 AM
CHECKED BY: J. L. HORN, P.E. 06/20/2020 10:54 AM
SCALE: AS SHOWN
DATE: MAY 2020
PROJECT NO.: 063226901
SHEET: S-1

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

UTILITY LEGEND	
	PROPERTY LINE
	PROPOSED SANITARY SEWER LINE
	PROPOSED SEWER BASIN DIVIDE

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

Node	Acres	Residential					Wastewater Flows								Required Line Size (in)
		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)	
A	125	2.31	289	1	289	525		78	0.11	4	313	65	378	0.54	
B	73	2.00	146	1	146	146	0	22	0.03	4	87	38	125	0.18	
A+B	198	2.20	435	1	435	671	0	100	0.14	4	400	103	503	0.72	10
C	32	3.81	122	1	122	122		18	0.03	4	73	17	89	0.13	
A+B+C	230	2.42	557	1	557	557	0	83	0.12	4	332	120	452	0.65	10
D	35	3.17	111	1	111	111		17	0.02	4	66	18	84	0.12	
A+B+C+D	265	2.52	668	1	668	668	0	100	0.14	4	398	138	536	0.77	10
E	134	3.72	498	1	498	498	49	123	0.18	4	493	70	563	0.81	10
F	84	4.12	346	1	346	346	0	52	0.07	4	206	44	250	0.36	
E+F	218	3.87	844	1	844	844	49	175	0.25	4	699	114	812	1.17	15
G	52	3.17	165	1	165	165		25	0.04	4	98	27	125	0.18	
E+F+G	270	3.74	1,009	1	1,009	1,009	49	199	0.29	4	797	141	938	1.35	15
A+B+C+D+E+F+G	535	3.13	1677	1	1,677	1,677	49	299	0.43	4	1,195	279	1,474	2.12	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	3.15	1706	1	1,706	1,942	65	354	0.51	4	1,416	282	1,698	2.44	18
I	0	0.00	0	1	0	0	47	47	0.07	4	189	0	189	0.27	
Total	542	3.15	1,706				112				1,605	282	1,887	2.72	18

OVERALL SANITARY SEWER PLAN

FOR

PECAN SQUARE PHASE 2B

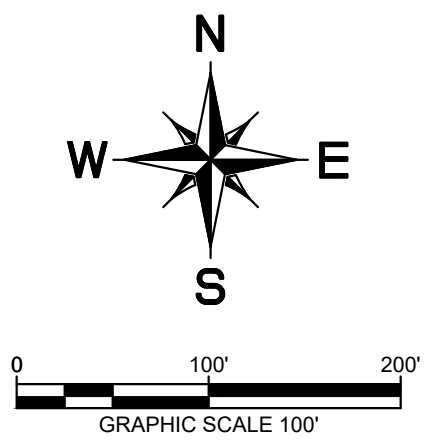
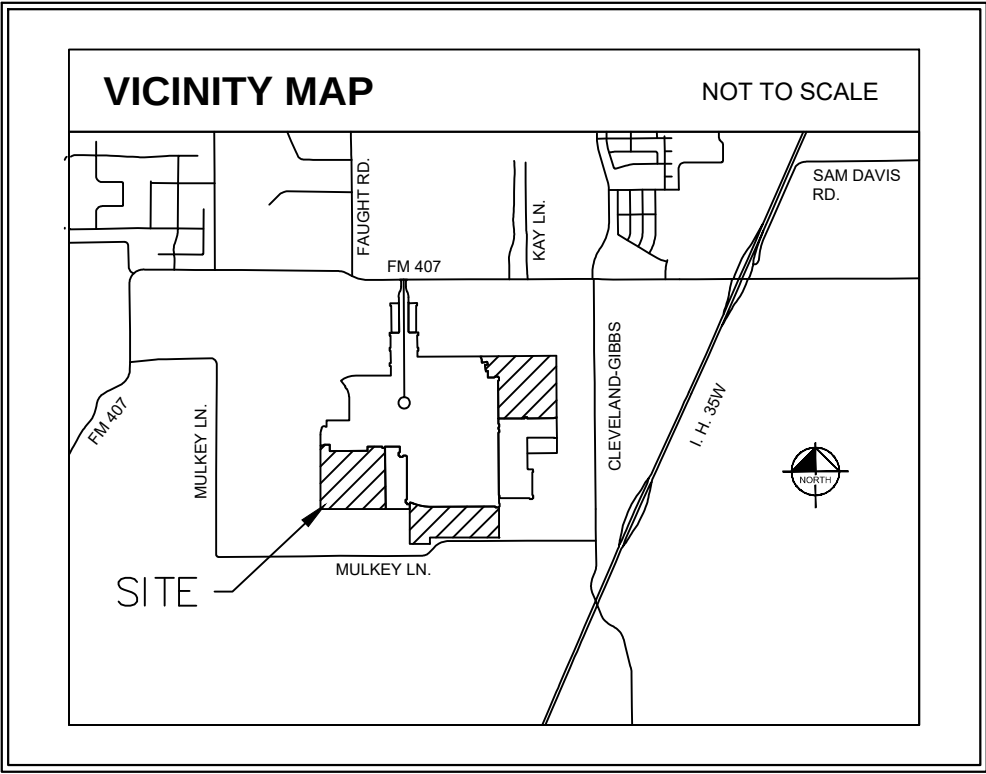
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

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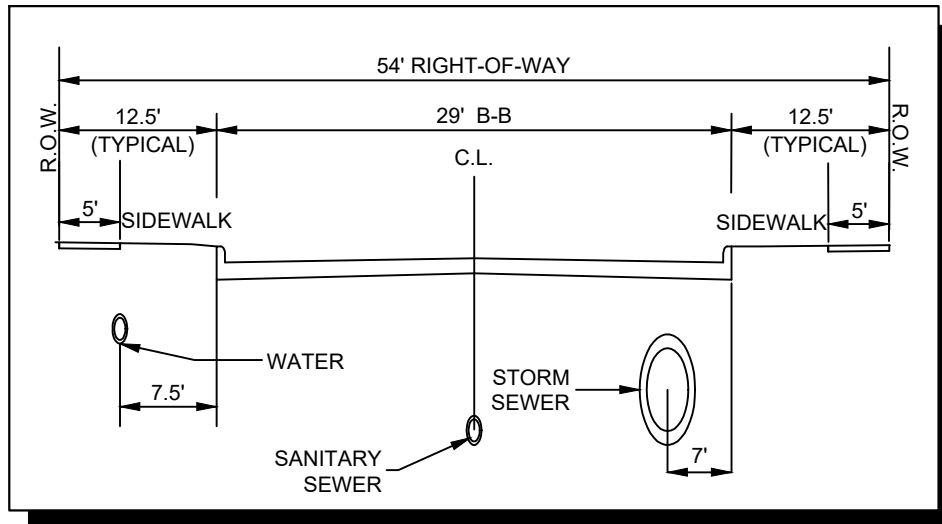
ENGINEER/SURVEYOR:
Kimley»Horn
13455 Noel Rd., Suite 700
Dallas, TX 75240
Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	S-1
PJB	OS	JMK	AS SHOWN	MAY 2020	063226901	

PLANNED BY: SAVIDA, ANDREA, 5/20/20 12:07 PM
DRAWN BY: ZACHARY, ANDREW, 5/20/20 12:07 PM
LAST SAVID 5/20/20 5:43 AM
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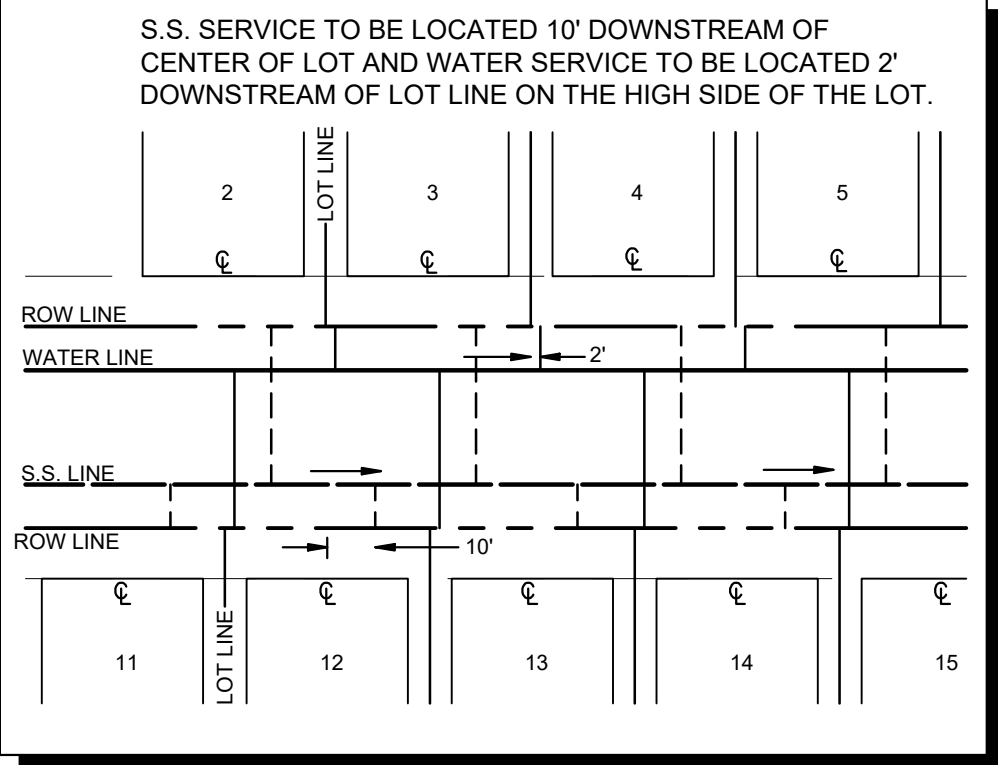
TYPICAL UTILITY LOCATION SD-P02



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
---	EXISTING OVERHEAD POWER LINE
---	EXISTING WATER LINE
---	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



NOTE:
1. SEE PECAN SQUARE PHASE 1 FOR OVERALL SANITARY SEWER AREA MAP.
2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.

SANITARY SEWER PLAN

FOR

PECAN SQUARE PHASE 2B

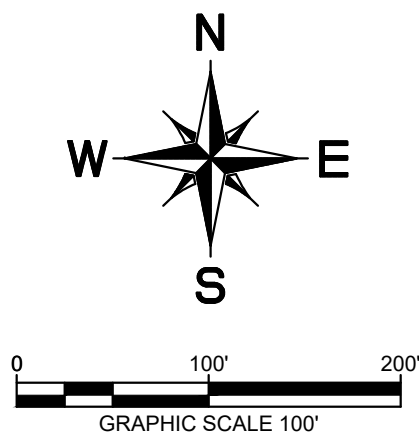
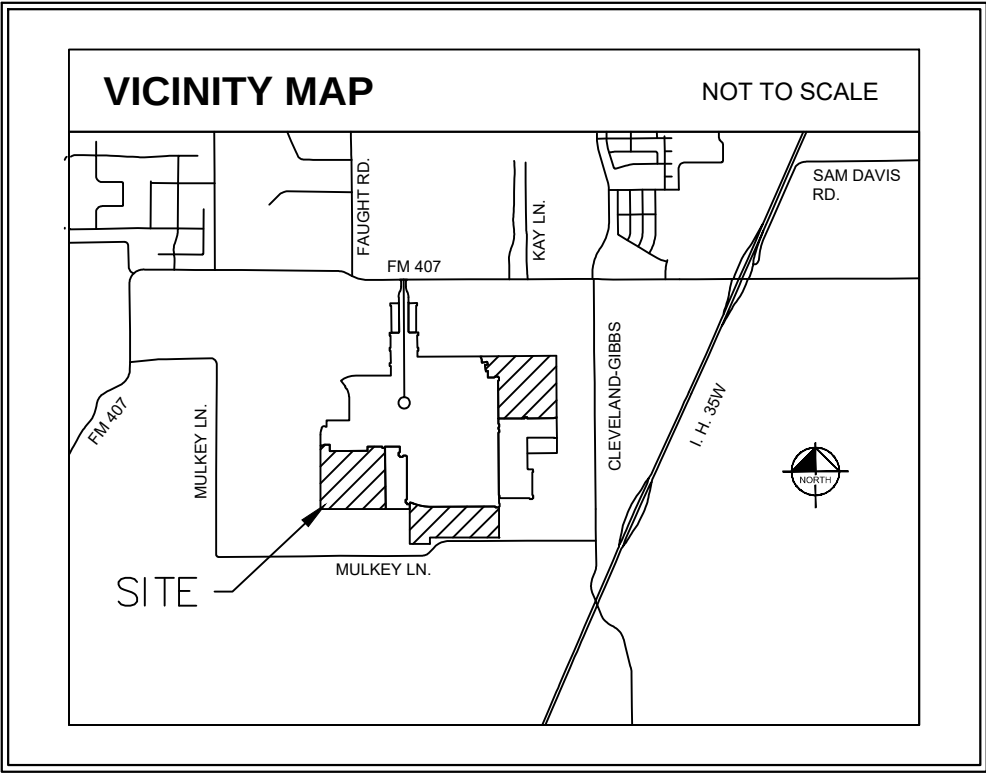
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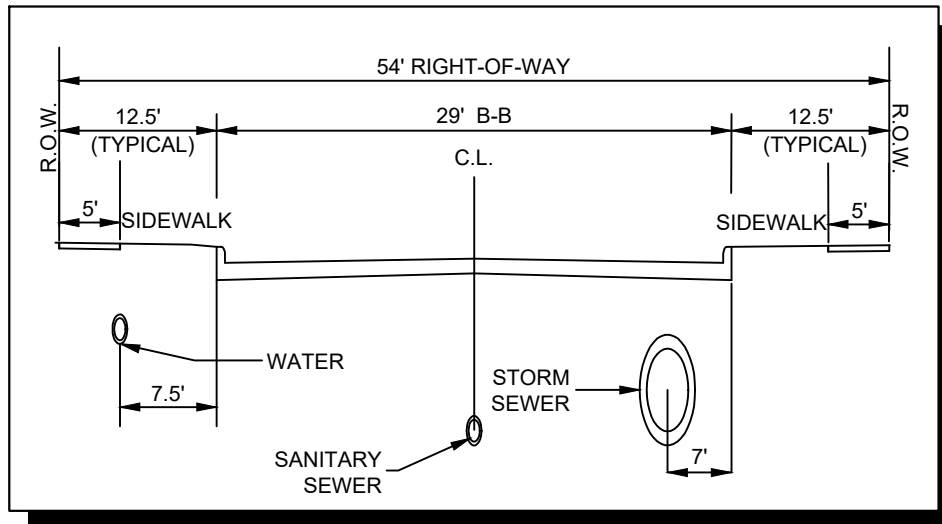
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Tel: (972) 770-1300
Contact: Jason Kaiser, P.E.

DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.	S-2
AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

PLOTTED BY: SAVANNA ANDREAS, 5/20/20 12:50 PM
DRAWN BY: JAVIER ANDREAS, 5/20/20 12:50 PM
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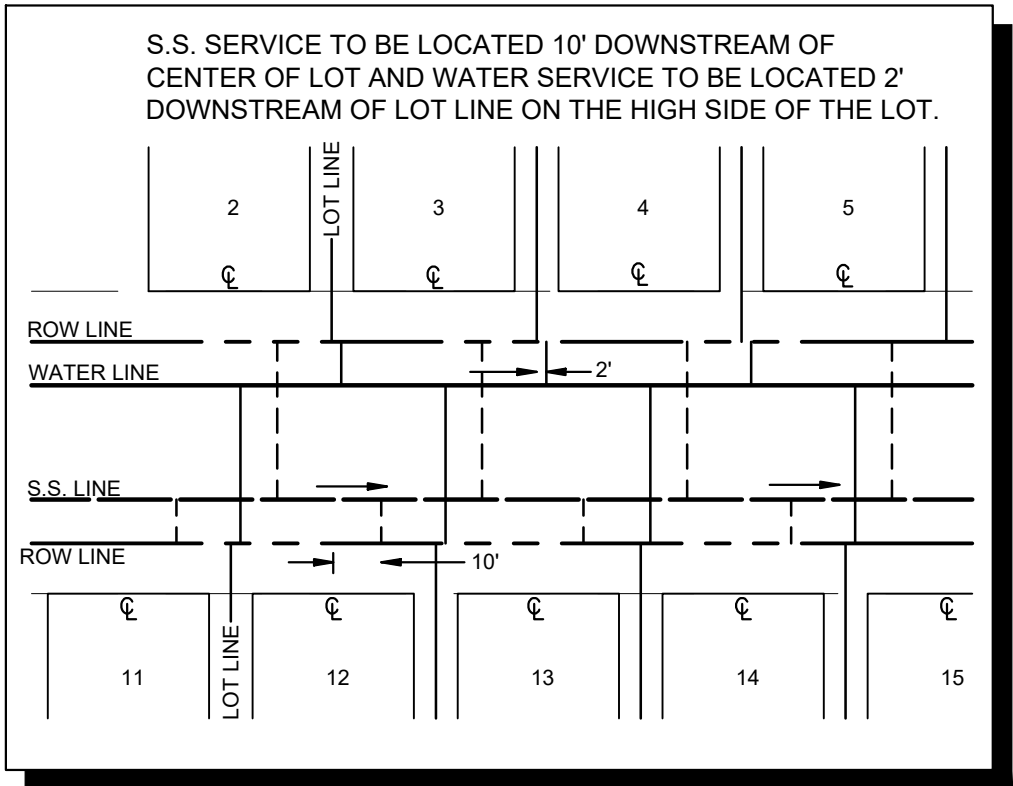
TYPICAL UTILITY LOCATION SD-P02



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
---	EXISTING OVERHEAD POWER LINE
---	EXISTING WATER LINE
---	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



- NOTE:
1. SEE PECAN SQUARE PHASE 1 FOR OVERALL SANITARY SEWER AREA MAP.
2. ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED

SANITARY SEWER PLAN
FOR
PECAN SQUARE PHASE 2B
503 RESIDENTIAL LOTS
BEING 122.73 ACRES
OUT OF THE
F.W. THORNTON SURVEY, ABSTRACT NO. 1244
AND THE
A. McDONALD SURVEY, ABSTRACT NO. 785
IN THE
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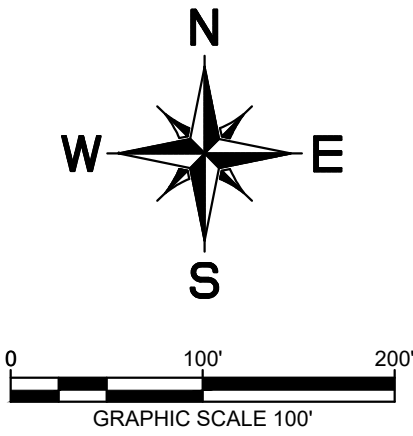
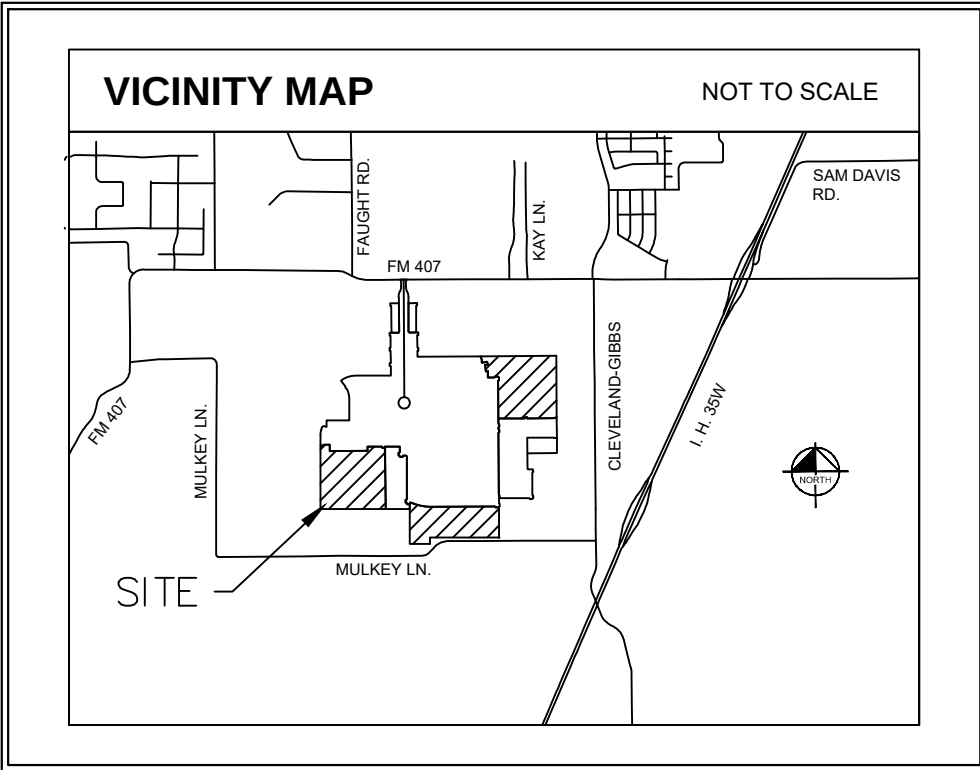
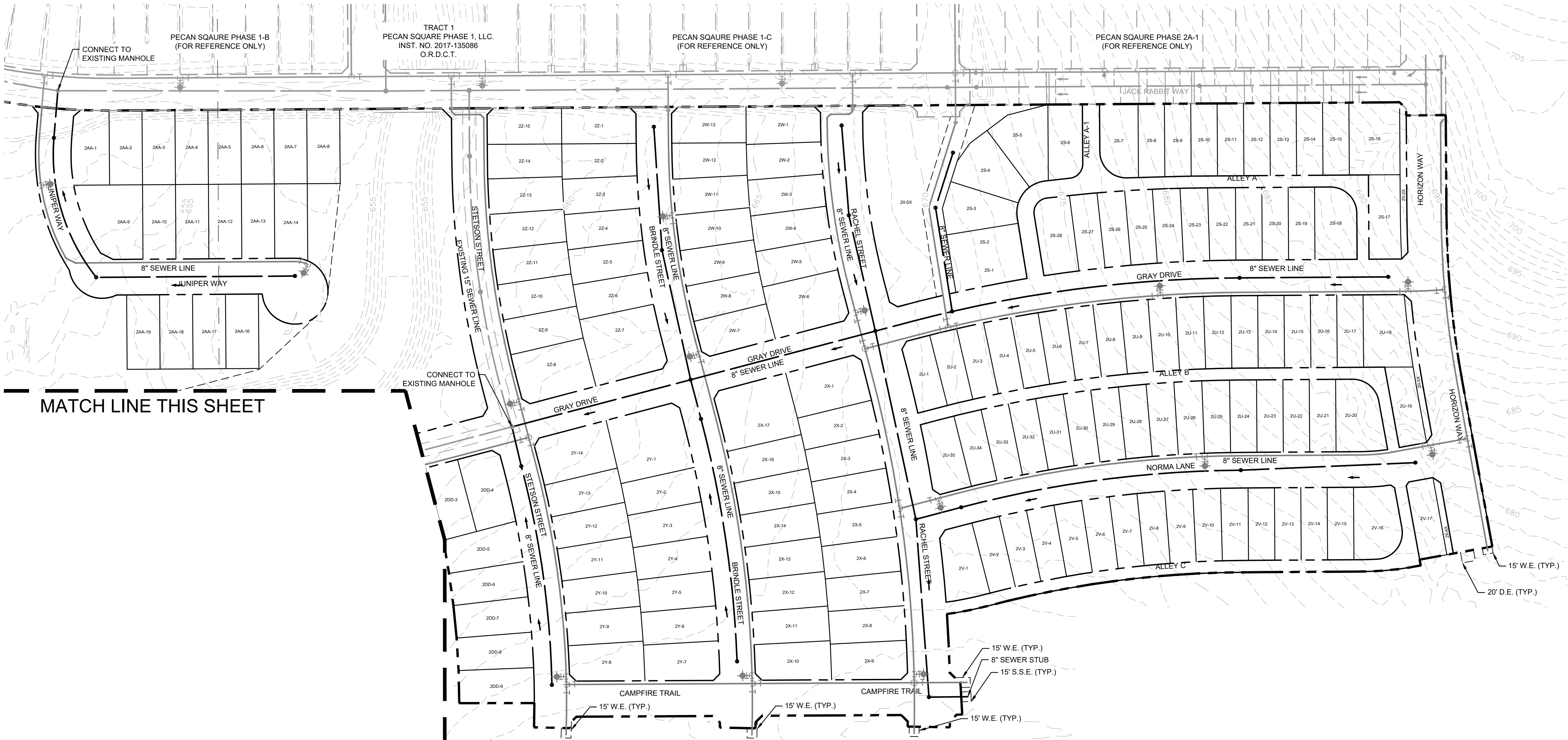
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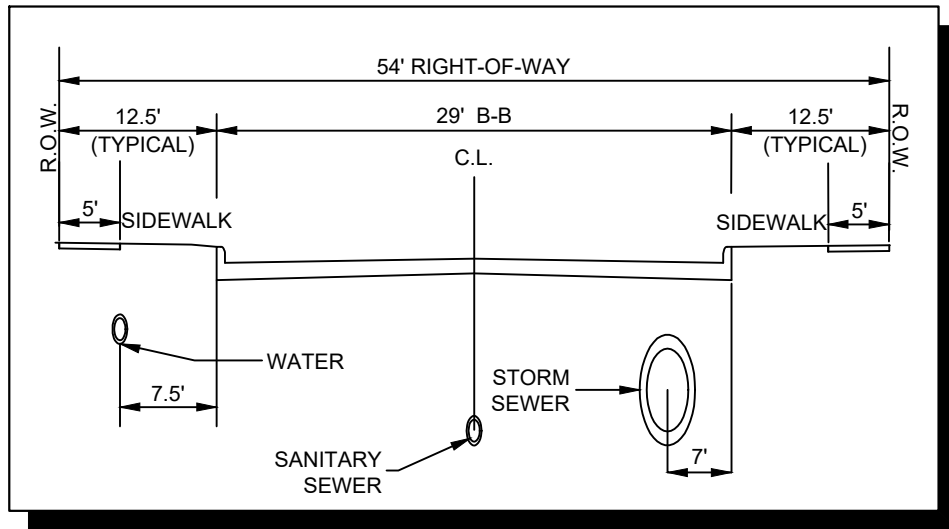
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AS	AS	JMK	AS SHOWN	MAY 2020	063226901	

DESIGNED BY: SAVIDA, ANDREA, 07/20/2020, 12:58 PM
DRAWN BY: ZAVEN, ANDREA, 07/20/2020, 12:58 PM
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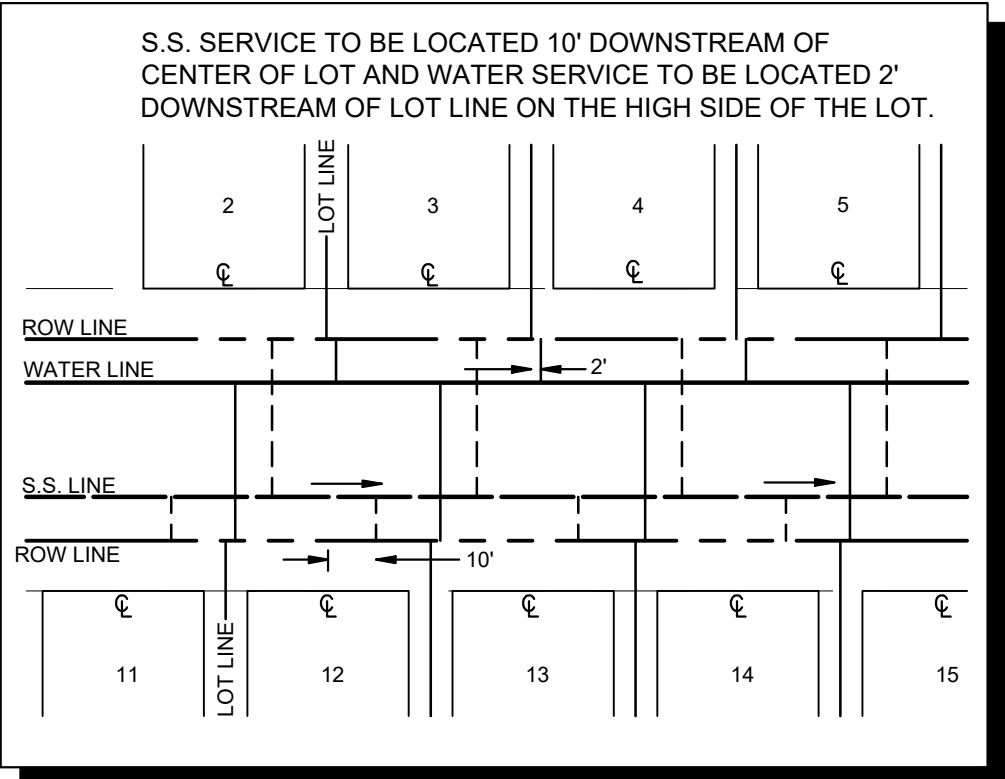
TYPICAL UTILITY LOCATION SD-P02



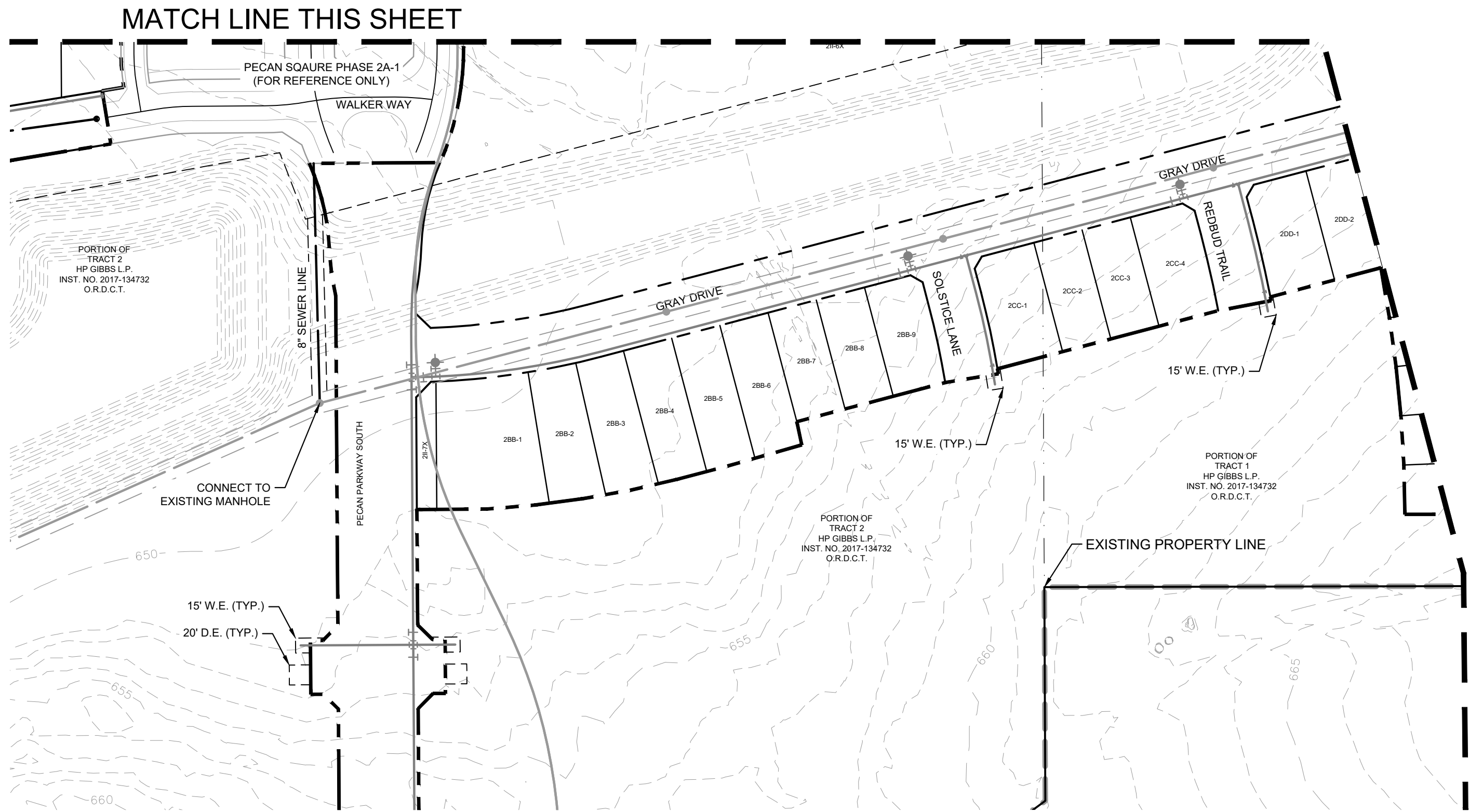
UTILITY LEGEND

- PROPERTY LINE
- PROPOSED SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER CLEANOUT
- SANITARY SEWER FLOW DIRECTION
- PROPOSED FIRE HYDRANT
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- EXISTING FIRE HYDRANT
- EXISTING WATER METER
- EXISTING SANITARY SEWER MANHOLE

TYPICAL LOT SERVICE DETAIL



- NOTE:
- SEE PECAN SQUARE PHASE 1 FOR OVERALL SANITARY SEWER AREA MAP.
 - ALL SANITARY SEWER LINES ARE 8" UNLESS OTHERWISE NOTED.



SANITARY SEWER PLAN
FOR
PECAN SQUARE PHASE 2B
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DESIGNED	DRAWN	CHECKED	SCALE	DATE	KH PROJECT NO.		S-4
AS	AS	JMK	AS SHOWN	MAY 2020	063226901		

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF DOC.: TITLE 25 TEXAS ADMINISTRATIVE CODE, CHAPTER 228

SUBJECT: UPDATE FOOD SERVICE ESTABLISHMENT REGULATIONS



GOALS/OBJECTIVES:

- Responsibly Manage Growth (Council Goal)

BACKGROUND INFORMATION:

The Town Council has previously adopted by reference model regulations for food establishments as amended by the executive commissioner of the Health and Human Services Commission of the State of Texas. The referenced provisions were in Chapter 229 of the Texas Administrative Code but were moved to a different chapter, Chapter 228 of the Code, which necessitates an update to the Town's regulations as codified in the Town's Code of Ordinances. The attached draft ordinance updates the references in the Code of Ordinances to conform with the latest regulations of the Health and Human Services Commission related to food establishments.

COUNCIL ACTION:

- Approve ordinance to update reference to latest State of Texas regulations



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 20-0514

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS AMENDING ARTICLE 7.03, "FOOD SERVICE ESTABLISHMENTS," OF THE CODE OF ORDINANCES OF THE TOWN OF NORTHLAKE, TEXAS TO UPDATE REFERENCES TO APPLICABLE PROVISIONS OF STATE LAW GOVERNING FOOD ESTABLISHMENTS LOCATED IN THE TOWN; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND ESTABLISHING THE EFFECTIVE DATE.

WHEREAS, the Town is a Type A general law municipality existing by and pursuant to the laws of the State of Texas; and

WHEREAS, the Town Council has previously adopted by reference the provisions of current rules regulating food establishments as amended by the executive commissioner of the Health and Human Services Commission; and

WHEREAS, the referenced provisions were amended and moved to a different chapter of the Administrative Code which necessitates an update to the Town's regulations; and

WHEREAS, the Town Council desires to update the references in the Town's Code of Ordinances to conform with the latest regulations of the Health and Human Services Commission related to food establishments as outlined herein; and

WHEREAS, the Town Council finds that the provisions adopted herein are in the best interest of the health, safety, and general welfare of the citizens of the Town; and

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

SECTION 1. Chapter 7, "Health and Sanitation," Article 7.03, "Food Service Establishments," of the Code of Ordinances, Town of Northlake, Texas, is hereby amended to read as follows:

"ARTICLE 7.03 FOOD SERVICE ESTABLISHMENTS

Sec. 7.03.001 Adoption of State Food Establishment Rules

(a) Adoption. Town of Northlake adopts by reference the provisions of the current rules or rules as amended by The Executive Commissioner of the Health and Human Services Commission found in

25 Texas Administrative Code, Chapter 228, regarding the regulation of food establishments in this jurisdiction.

(b) Definitions. In addition to those definitions set forth in the Texas Food Establishment Rules, the following terms shall have the definitions set forth below:

Authorized agent or employee. The employees or contractors of the regulatory authority.

Food establishment. A food service establishment, a retail food store, a temporary food establishment, a mobile food unit, and/or a roadside food vendor.

Municipality. The Town of Northlake.

State rules. The state rules found at 25 Texas Administrative Code, Chapter 228. These rules are also known as the Texas Food Establishment Rules.

Regulatory authority. The Town of Northlake.

Sec. 7.03.002 Permits and Exemptions

- (a) A person may not operate a food establishment without a permit issued by the regulatory authority. Permits are not transferrable from one person to another or from one location to another location, except as otherwise permitted by this ordinance. A valid permit must be posted in or on every food establishment regulated by this ordinance.
- (b) A food establishment operated solely by a nonprofit organization is exempt from the permitting requirements of this ordinance, but is not exempt from compliance with state rules. The regulatory authority may require any information necessary to determine whether an organization is nonprofit for purposes of this exemption.

Sec. 7.03.003 Application for Permit and Fees

- (a) Any person desiring to operate a food establishment must make a written application for a permit on forms provided by the regulatory authority. The application must contain the name and address of each applicant, the location and type of the proposed food establishment and the applicable fee. An incomplete application will not be accepted. Failure to provide all required information, or falsifying information required may result in denial or revocation of the permit. Renewals of permits are required on an annual basis and the same information is required for a renewal permit as for an initial permit.
- (b) Prior to the approval of an initial permit or the renewal of an existing permit, the regulatory authority shall inspect the proposed food establishment to determine compliance with state laws and rules. A food establishment that does not comply with state laws and rules will be denied a permit or the renewal of a permit.
- (c) The fee schedule applicable to permits issued pursuant to this ordinance shall be as listed in the fee

schedule.

Sec. 7.03.004 Review of Plans

- (a) Whenever a food establishment is constructed or extensively remodeled and whenever an existing structure is converted to use as a food establishment, properly prepared plans and specifications for such construction, remodeling or conversion shall be submitted to the regulatory authority for review before work is begun. Extensive remodeling means that 20% or greater of the area of the food establishment is to be remodeled. The plans and specifications shall indicate the proposed layout, equipment arrangement, mechanical plans and construction of materials of work areas, and the type and model of proposed fixed equipment and facilities. The plans and specifications will be approved by the regulatory authority if they meet the requirements of the rules adopted by this ordinance. The approved plans and specifications must be followed in construction, remodeling or conversion.
- (b) Failure to follow the approved plans and specifications will result in a permit denial, suspension, or revocation.

Sec. 7.03.005 Suspension of Permit

- (a) The regulatory authority may, without warning, notice, or hearing suspend any permit to operate a food establishment if the operation of the food establishment constitutes an imminent hazard to public health. Suspension is effective upon service of the notice required by Paragraph (5) (B) of this ordinance. When a permit is suspended, food operations shall immediately cease. Whenever a permit is suspended, the holder of the permit shall be afforded an opportunity for a hearing within 20 days of receipt of a request for a hearing.
- (b) Whenever a permit is suspended, the holder of the permit or the person in charge shall be notified in writing that the permit is, upon service of the notice, immediately suspended and that an opportunity for a hearing will be provided if a written request for a hearing is filed with the regulatory authority by the holder of the permit within ten days. If no written request for hearing is filed within ten days, the suspension is sustained. The regulatory authority may end the suspension at any time if reasons for suspension no longer exist.

Sec. 7.03.006 Revocation of Permit

- (a) The regulatory authority may, after providing opportunity for a hearing, revoke a permit for serious or repeated violations of any of the requirements of these rules or for interference with the regulatory authority in the performance of its duties. Prior to revocation, the regulatory authority shall notify the holder of the permit or the person in charge, in writing, of the reason for which the permit is subject to revocation and that the permit shall be revoked at the end of the ten days following service of such notice unless a written request for a hearing is filed with the regulatory authority by the holder of the permit within such ten day period.
- (b) If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

Sec. 7.03.007 Administrative Process

- (a) A notice as required in these rules is properly served when it is delivered to the holder of the permit or the person in charge, or when it is sent by registered or certified mail, return receipt requested, to the last known address of the holder of the permit. A copy of the notice shall be filed in the records of the regulatory authority.
- (b) The hearings provided for in these rules shall be conducted by the regulatory authority at a time and place designated by it. Based upon the recorded evidence of such hearing, the regulatory authority shall make final findings, and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the holder of the permit by the regulatory authority.

Sec. 7.03.008 Remedies

- (a) Any person who violates a provision of these rules and any person who is the permit holder of or otherwise operates a food service establishment that does not comply with the requirements of these rules and any responsible officer of that permit holder or those persons shall be fined in accordance with the general penalty provision found in section 1.01.009 of this code, and each day any violation or noncompliance continues shall constitute a separate and distinct offense.
- (b) The regulatory authority may seek to enjoin violations of these rules.

Sections 7.03.009–7.03.036 Reserved.”

SECTION 2. CUMULATIVE. This Ordinance shall be cumulative of all provisions of ordinances of the Town of Northlake, Texas, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting ordinances are hereby repealed.

SECTION 3: SEVERABILITY. It is hereby declared to be the intention of the Town Council of the Town of Northlake, Texas, that the terms and conditions of this ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this ordinance should be declared unconstitutional by the valid judgement or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this ordinance.

SECTION 4: VIOLATIONS AND PENALTIES. Any person violating any provision of this ordinance shall be fined for each and every day during which any violation of any provision of this ordinance is committed, continued, or permitted in the maximum amount allowed by law as provided in section 1.01.009 of the Town Code.

SECTION 5: SAVINGS. All rights and remedies of the Town of Northlake, Texas, are expressly saved as to any and all violations of the provisions of any ordinances affecting food establishments within the Town which have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal,

whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 6: PUBLICATION. The Town Secretary is hereby authorized and directed to cause the publication of the descriptive caption and penalty clause of this ordinance as an alternative method of publication provided by law.

SECTION 7: EFFECTIVE DATE. This ordinance shall be in full force and effect from and after its passage and publication as provided by law.

PASSED AND APPROVED on this the 14th day of May 2020.

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF. DOC. : CHAPTER 772 HEALTH & SAFETY CODE
(772.106 BOARD OF MANAGERS)

SUBJECT: DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS NOMINATION



STRATEGIC GOALS/OBJECTIVES:

- Operate Efficiently and Effectively, provide needed technology and equipment (Council Goal)

BACKGROUND INFORMATION:

- Two members appointed jointly by all participating municipalities located in whole or part of the district
- The term of one of two members appointed by participating municipalities expires on September 30th – Jim Carter who has expressed his desire to serve another two-year term
- The Board of Managers consists of six members – Jack Miller, Board Chairman, representing Denton Co. Commissioners Court; Sue Tejml, Board Vice Chairman, representing participating cities; Assistant Chief Terry McGrath, Board Secretary, representing Denton Co. Fire Chiefs Association; Jim Carter, representing participating cities; Bill Lawrence, representing Denton Co. Commissioners Court; and Rob McGee, representing Verizon Advisory
- Serving thirty-two (32) cities/towns and the unincorporated areas of Denton County; 9 public safety answering points (PSAPs) which include first contacts with Police Departments and Sheriff Department

COUNCIL POLICY RECOMMENDATION:

- Nominate member to Board of Managers



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 20 - 11

**A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE
BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT**

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

Section 1

The Town of Northlake hereby **NOMINATES** _____ as a candidate for appointment to the Board of Managers for the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 14th day of May 2020.

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

Shirley Rogers

From: Carter, Jim <JCarter@Halff.com>
Sent: Saturday, April 18, 2020 7:11 PM
To: drettig@town.nothlake.tx.us; Council Place 2; Council Place 3; Council Place 4; Council Place 5
Cc: Shirley Rogers
Subject: DENCO 911 BOARD ELECTION - Re-Elect JIM CARTER
Attachments: Resume.docx

Honorable Mayor and Council,

Your Secretary recently received a letter from Mr. Greg Ballentine, Executive Director Denco Area 911.. The letter explains the procedure for nominating a municipal member to the Denco Board for a two-year term. My name is Jim Carter. I was elected to the board six years ago and desire to continue to serve your municipality. I am requesting your support, nomination, and vote to continue to serve you. Attached is my resume. However, below is a simpler explanation and endorsement of my previous experiences and qualifications as noted by my friend and fellow board member Mayor Sue Tejml:

Mayor and Council Members:

During every normal day of emergencies in our County, but especially in this pandemic, we rely heavily on timely and accurate 911 responses and dispatches. The **TECHNICAL RELIABILITY** of our 911 system is crucial to its effectiveness. For years our Denco 9 11 has been recognized as the **Premier 911 Organization in our State** – and has also received national recognition. Executive Director Greg Ballantine is the former President of National Emergency Number Association.

As Vice Chairman of Denco 911's five member Board of Managers, I have served beside Board Member **JIM CARTER** for the past 6 years. Jim and I have been elected in alternate years to represent the 32 member municipalities in Denton County. Below are a few facts to consider, and why I believe he is the best qualified candidate for your support to serve another two year term. (Board members volunteer time and expertise; it is an unpaid position.)

(1) EMERGENCY SERVICES: Jim has an extensive background in Emergency Services. For 14 years he served as the first mayor of the Town of Trophy Club, Texas. He led the Emergency Team during a number of disasters: drownings, fires, floods, hazardous highway accidents, tornadoes, and other emergency situations. Jim served 8 years as Denton County Commissioner. He was a prime supporter in establishing the first Emergency Services District in Denton County and is serving a 10th year as its unpaid president. (The Commissioners Court appointed Carter to the ESD #1 Board; his 4 fellow Board Members elected Jim President.) ESD #1 funds fire and emergency medical for 76 SQUARE MILES of Denton County. It includes the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake - and unincorporated Denton County like Lantana and Robson Ranch. Jim has been recognized in Texas by the State Association of Fire and Emergency Districts (SAFE-D) and has served on their STATE BOARD for 9 years.

(2) CORPORATE FINANCE and MANAGEMENT: Carter also brings a wealth of professional finance and business management experience. As ZONE VICE PRESIDENT of Fortune 500 corporation FRITO-LAY (PEPSICO), Carter was responsible for United States domestic development - as well as international global development. As CEO of MERCANTILE

Corporation, he developed 2,000 prime commercial acres alongside I-35W in downtown Fort Worth and supervised three regional banks, along with other business interests. This incredible breadth of both emergency and business expertise is invaluable in guiding Denco 911's critical response during our current pandemic crisis.

(3) SUPPORTED by our CITIES and TOWNS: In the past two Denco 911 Board Elections, our 32 County municipalities have overwhelmingly supported Carter. In the 2016 election, 30 municipalities voted. Jim received 27 of the 30 votes. In the 2018 election, 28 municipalities voted. Jim received 25 of the 28 votes. (The other candidates received primarily only the vote of the city-town in which they resided.)

As the most qualified candidate for the Denco 911 Board of Managers, I am asking your Council to nominate and vote for **Jim Carter** again this year. Now is no time to experiment with change. Let's keep Denton County's superb 911 Service on target to keep all of us safe in these crucial times!

Respectfully, SUE

SUE ROSSON TEJML

Vice Chairman, Denco 911 Board of Manager

Mayor of Copper Canyon, Texas for 14 years (2005-2019)

Retired attorney, Texas State Board Certified in Family Law

Past President, Matagorda County Bar Association

Past City Attorney and Police Advisor, Bay City, Texas

Past Denton County volunteer CASA ADVOCATE ("Court Appointed Special Advocate" for physically and sexually abused children)

Please feel free to contact Sue or Jim with any comments, criticisms, or suggestions.

Contact information: Sue's: Stejml@aol.com, Cell: 940-368-1085, Jim's: jcarter@halff.com,
Cell: 817 239 7791.

In order to simplify the board's nomination and election procedure the board has made a change to decrease the amount of administrative process by municipalities. This year if you nominate a individual that will count as your vote unless you send in a vote for a different candidate.. No attorney approval is required by Denco 911.

Jim Carter

O: (972) 829-8958

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1001 Cross Timbers Rd. Suite 2000
Flower Mound, TX 75028-8829



Halff.com | [LinkedIn](#) | [Facebook](#) | [Twitter](#) | [Instagram](#) | [YouTube](#)

JIM CARTER

6101 Long Prairie Road
Ste 744-110
Flower Mound, Texas 75028

(817) 239-7791
jim.carter1@icloud.com

EDUCATION

College Degree:	University of Georgia, B.B.A. Finance
Post Graduate:	Georgia Tech, University of Tennessee, University of Michigan, Texas Women's University, American Management Association

PROFESSIONAL EXPERIENCE

Department Head, Finance	General Motors Corporation
Zone Vice-President	Frito-Lay, Inc., International and Domestic Development
President, C.E.O.	Mercantile Corporation Responsible for 3 Banks, developed 2,000 prime commercial acres in Fort Worth adjacent to I-35W,
Current: Principal	James P. Carter & Associates – Consultant & Mediator To business and governmental entities
Professional Licenses	Texas Real Estate License, Certified Mediator

PUBLIC SERVICE EXPERIENCE

Mayor	Trophy Club, Texas – 14 years
Municipal Court Judge	Trophy Club, Texas – 12 years
Emergency Manager	Trophy Club, Texas – 14 years
County Commissioner	Denton County, Texas – 8 years
Vice President	Texas Association of Counties
President-Current	Denton County Emergency Services District #1 Fire and Emergency Medical over 65 square miles Serving 5 municipalities: (Argyle, Bartonville, Copper Canyon, Draper, and Northlake); Lantana Freshwater Supply Districts #6 and #7 and unincorporated areas of Denton County
Texas State Board Member- Current	State Association Fire and Emergency Service Districts – Trains Emergency Services District Commissioners

Board Member Denco 911-
Current

Emergency telecommunications system that assists its member jurisdictions in managing police, fire and medical emergency calls.

Mission Leader – Guatemala

Constructed purified water system in remote villages, shared the “Good News” of Jesus’s love.

Team Leader

Provide housing and food to victims of Hurricane Katrina.

Team Leader

Made several trips to Sabine Pass to aid victims of Hurricane Rita.

COMMUNITY AND CHARITY SERVICES

Baylor Healthcare System

Trustee – 10 Years

University of North Texas

President’s Council

Texas Student Housing Corp

Chairman – 20 Years, providing Residential Scholarships at UNT, A&M, UT Austin

Boy Scouts of America

Longhorn Council, District Chairman

First Baptist Church, Trophy Club

Chairman, Stewardship Committee and Senior Bible Teacher

US MILITARY

US Navy

11 years – active and reserve service

Honors: Who’s Who in the South and Southwest, Who’s Who in U.S. Executives, Honorary Fire Chief Argyle Fire District



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
Regular Meeting Minutes
Thursday, April 23, 2020**

1. Mayor David Rettig called the regular session to order at 6:32 pm, quorum present via teleconference

Invocation given by Mayor Rettig

Council Members present: David Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Services Director; Robert Crawford, Chief of Police; Captain Michael Coleman; John Zagurski, Finance Director; Eric Tamayo, Public Works Director; Tara Barton, Communications & Marketing Coordinator; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker and Terry Morgan, Legal Counsel; Ben McGahey, Town Engineer; Mike Vail and Matt Chen, Auditors

2. Special Recognition
 - A. Mayor Rettig read Proclamation No. 20-2 recognizing National Police Week, May 10th - 16th 2020
3. Briefing Items
 - B. Northlake COVID-19 Response Update:

Police Chief Robert Crawford spoke on special procedures and protocols followed by first responders; personal protection equipment supplies, shortages, back order, other agency trades, personnel quarantine or isolated, emergency management process, and impact on policing

Chief Crawford introduced newly hired Captain Michael Coleman, 30 year employee of City of Dallas as Deputy Chief. Captain Coleman stated he was excited to work in Northlake and look forward to meeting council

ESD Emergency Manager Officer Chris Muscle spoke on natural history of COVID-19, standard precautions, transmission-based precautions, general principles of PPE, COVID-19 global timeline, He spoke on the Town of Northlake emergency management timeline, Denton Co. ESD No. 1 timeline and the incident management team (IMT) activation.

Argyle Fire District Deputy Chief Michael Lugo spoke on Incident Action Plan (IAP) executive summary, EMS directive, COVID protocol, public health information on COVID

- C. FY 20 Quarterly Investment Report presented by John Zagurski, Finance Director
- D. FY 20 Quarterly Budget Review presented by John Zagurski, Finance Director
- E. Northlake Brand Style Guide presented by Tara Barton, Communications & Marketing Coordinator
The guide included the following: Northlake's vision, mission and values, Town Council Goals, official logos and use, logo use examples, color including core palette and expanded palette, typography, iconography, voice, social media activity, applications, graphic styles and elements.

4. Public Input – no comments were received

5. Regular Items

- F. Council Member Sessions made the motion to approve Ordinance No. 20-0423A modifying the First Amended Declaration of Local Disaster and Public Health Emergency that was extended indefinitely by the Town Council on March 26, 2020 to follow and conform with State of Texas and Denton County Declarations. 2nd by Council Member Lambert

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

- G. Mayor Pro Tem Montini made the motion to accept the FY 18-19 Financial Audit ending September 30, 2019. 2nd by Council Member Sessions

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

- H. Council Member Lambert made the motion to approve Ordinance No. 20-0423 amending the Specific Use Permit fees for residential use at \$100 and nonresidential use at \$500. 2nd by Mayor Pro Tem Montini

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

- I. Council Member Hardeman made the motion to approve Resolution No. 20-10 finding that Oncor Electric Delivery Company LLC's application for approval to amend its distribution cost recovery factor to increase distribution rates within the Town should be denied; authorizing participation with Oncor Cities Steering Committee; authorizing the hiring of legal counsel and consulting services; finding that the Town's reasonable case expenses shall be reimbursed by the Company; finding that the meeting at which this resolution is passed is open to the public as required by law and requiring notice of this resolution to the company and legal counsel. 2nd by Council Member Sessions

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

- J. Mayor Pro Tem Montini made the motion to approve the Town Council meeting minutes of 4-7-20. 2nd by Council Member Sessions.

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

6. Mayor Rettig convened the council into Executive Session at 8:01 pm to discuss the following items:
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;
 - (ii) Legal advice related to Ridgeview Estates development options;
 - (iii) Pending or contemplated litigation;
 - (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
 - (v) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
 - (vi) Potential litigation related to Eagleton and Applewood road failures;
 - (vii) Potential litigation related to Dale Earnhardt Way road failures.
7. Open Session – Mayor Rettig reconvened the council into open session at 8:28 pm. No action taken as a result of the closed session
8. By general consent, the meeting was adjourned at 8:28 pm.

Passed and approved on this the 14th day of May 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 14, 2020

REF. DOC. : ORDINANCE NO. 20-0423A, DECLARATION OF LOCAL DISASTER

SUBJECT: MODIFICATION, CONTINUATION AND/OR SUSPENSION OF
DECLARATION OF LOCAL DISASTER AND PUBLIC HEALTH
EMERGENCY



STRATEGIC GOALS/OBJECTIVES:

- Protect the health, safety and welfare of the residents of Northlake

BACKGROUND INFORMATION:

- March 23, 2020 – Northlake Mayor David A. Rettig issued an amended Declaration of Local Disaster reducing gathering of people to 10 or less and closing playgrounds
- March 26, 2020 – Northlake Town Council extended declaration indefinitely
- April 23, 2020 – Northlake Town Council modified declaration to remove prohibitions and follow Governor Abbott’s declaration, and keep specified benefits and waivers

CURRENT SITUATION:

- Governor Abbott continual revises and interprets declaration as needed
- Governor Abbott has begun lifting restrictions and allowing for partial operations of businesses

COUNCIL POLICY DIRECTION:

- Mayor Rettig placed an open item on agenda for Council discussion and direction



Executive Session

Agenda Item 7