

1. Agenda

Documents:

[11-10-2016 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[11-10-2016 COUNCIL PACKET.PDF](#)



**Town of Northlake
Council Meeting Agenda
Thursday, November 10, 2016 at 5:30 pm
1400 FM 407 - Chamber Room
Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on November 10, 2016 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1400 FM 407, Northlake Texas. The items listed below are placed on the agenda for discussion and/or action.

1. Call Regular Work Session to Order
 - A. Special Recognition- Proclamation No. 16-05 Recognizing Texas Municipal Court Week November 7th – 11th
2. Briefing Items
 - B. Dr. Ryder Warren, Superintendent of Northwest ISD giving a report on the District
3. Call Regular Meeting to Order
Pledge of Allegiance-Moment of Silence
4. Public Input
This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda
5. Consent Items
All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - C. Consider for approval the Town Council meeting minutes dated October 13, 2016
 - D. Consider for approval Resolution No. 16-37 declaring certain personal property owned by Town of Northlake to be surplus property and authorizing the Town Administrator to dispose of such property
 - E. Consider for approval a Supplement to Contract for the Collection of Delinquent Taxes on delinquent assessments for the Northlake Public Improvement District No. 1 and The Highlands Public Improvement District through Sawko & Burroughs PC
 - F. Consider for approval an Interlocal Water Service Area Agreement by and between Argyle Water Supply Corporation and the Town of Northlake Texas
 - G. Consider canceling the second Town Council meetings in November and December 2016

6. Regular Items

- H. Consider for approval a Site Plan for Holiday Inn Express, a proposed 96-room hotel on 1.624 acres, to be platted as Lot 2R, Block 2, Texas Speedway Centre, generally located on the east side of Raceway Drive approximately 200 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Northlake Hotels, LLC is the owner. A&M Developers, LLC is the applicant/developer. Catalyst Technical Group is the engineer. Case # SP-16-004
- I. Consider for approval a Site Plan for Popeye's Restaurant & Retail Space, a proposed 5,645 square-foot restaurant and retail space on 1.2085 acres, known as Lot 2, Block 3, Texas Speedway Centre, located on the south side of Pit Stop Lane between the IH 35W Service Road and Raceway Drive at 13620 Raceway Drive, and zoned Mixed-Use Planned Development (MPD). Wycliff-Speedway Ltd is the owner. Sun Holdings/Pop Holdings, LLC is the applicant/developer. RGM Architects is the architect. Case # SP-16-007
- J. Consider for approval a Preliminary Plat of IAAI Northlake Addition, a proposed 2-lot development within the extraterritorial jurisdiction of the Town of Northlake on a 204.53-acre tract of land out of the S.E. Parks Survey, Abstract No. 1005, and the Holland Anderson Survey, Abstract No. 25, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # PP-16-005
- K. Consider for approval a Final Plat of Lot 1, Block A of IAAI Northlake Addition, a 1-lot phase of the IAAI Northlake Addition within the extraterritorial jurisdiction of the Town of Northlake on a 147.99-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # FP-16-010.
- L. Consider for approval the Cost-Sharing Agreement relating to construction of a sanitary sewer collection line between the Town of Northlake, Texas and Belmont Fresh Water Supply District No. 1 of Denton County
- M. Consider for approval a Professional Services Agreement between the Town of Northlake, Texas and D-F Pacific No. 2 LTD. and Silverstone-Northlake LTD
- N. Consider for approval an Ordinance amending Ordinance No. 16-0310, the 2016 Master Thoroughfare Plan Update, by replacing the Master Thoroughfare Plan Map
 - i. Public Hearing
 - ii. Ordinance No. 16-1110

- O. Consider an Resolution approving and adopting Land Use Assumptions and Capital Improvement Plan; setting a Public Hearing to consider the adoption of Roadway Impact Fees to be charged to new development and providing for publication of thirty (30) days of notice of such Public Hearing
 - i. Public Hearing
 - ii. Resolution No. 16-38
- P. Public Input concerning a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County pursuant to Texas Local Government Code § 43.0751
 - i. Public Hearing
- Q. Consider for approval Resolution No. 16-39 authorizing the Town Administrator to enter into a contract with Neel-Schaffer + Cheatham & Associates, Inc. to provide specific engineering services
- R. Consider voting for one individual to serve on the Denton County Transportation Authority Board of Directors

7. Convene into Executive Session

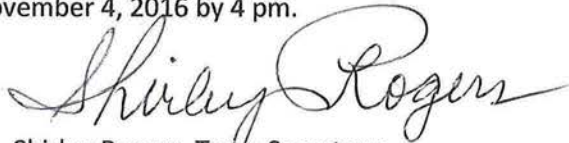
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- 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
- 'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the front glass doors and bulletin board at Town Hall 1400 FM 407, Northlake, Texas on Friday, November 4, 2016 by 4 pm.


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 55.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



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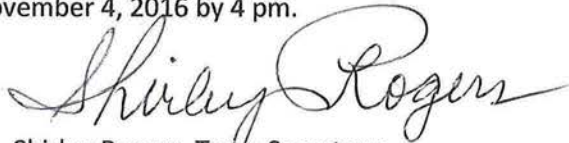
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Regular Work Session

Agenda Item 1

- A. Proclamation 16-05 – Recognizing Texas Municipal Court Week
November 7th – 11th



**PROCLAMATION 16-05
Municipal Court Week
November 7-11, 2016**

Whereas, the **Municipal Court of the Town of Northlake, Texas**, a time honored and vital part of local governments, has existed since March 1999; and

Whereas, more people, citizens and non-citizens alike, come in personal contact with municipals courts than all other Texas courts combined; and

Whereas, public impression of the entire Texas judicial system is largely dependent upon the public's experience in municipal court; and

Whereas, **Municipal Judge and court support personnel** have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial conduct; and

Whereas, the Municipal courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community; and

Whereas, the **Municipal Judge and Clerks**, continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops, and the annual meetings of the state and local professional organizations.

Therefore, it is most appropriate that we recognize the accomplishments of the 917 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

Now, **I, Peter Dewing, Mayor of the Town of Northlake, Texas**, do hereby recognize the week of **November 7th-11th, 2016** as **Municipal Court Week**, and further extend appreciation to: **Municipal Judge Thomas W. Hobbs; Court Prosecutor; Leann Oliver, Court Administrator; and Court Clerks Micheale Lane and Melissa Lightfoot** for the vital services they perform and their exemplary dedication to our community. I call upon all residents of the Town of Northlake to join with the Town Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

Dated this the 10th day of November, 2016

Town of Northlake, Texas

Peter Dewing, Mayor



Briefing Items

Agenda Item 2

B. Dr. Ryder Warren, Superintendent of Northwest ISD- Report on District



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5

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**Town of Northlake
Council Meeting Minutes
Thursday, October 13, 2016
1400 FM 407 - Chamber Room - Northlake, Texas**

1. Mayor Peter Dewing called the regular work session to order at 5:32 pm, all members present

Council Present: Peter Dewing, Jean Young, Mike McBride, Michael Ganz, Roger Sessions, Danny Simpson

Staff Present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police, Eric Tamayo, Public Works Director; Leann Oliver, Court Administrator; Micheale Lane, Court Clerk; Karen Bolyard, Finance Director; and Shirley Rogers, Town Secretary

- A. Mayor Dewing gave special recognition to Municipal Court Clerk Micheale Lane for her 15 Years of Service to the Town of Northlake

2. Briefing Items

- B. Shai Roos gave a status update on the 2016 Northlake Comprehensive Plan
Next steering committee meeting is scheduled for November 17th- will review future land use map and the final draft

- C. Karen Bolyard gave the FY 16 Quarterly Investment Report

- D. Karen Bolyard gave the FY 16 Quarterly Budget Report

3. Mayor Dewing called the Regular Meeting to Order at 5:58 pm, all present
Pledge of Allegiance and a Moment of Silence was observed

4. Public Input - None

5. Consent Items

Councilmember Ganz moved to approve the consent items listed below. 2nd by Councilmember Young
Vote: Motion passed unanimous

- E. Meeting minutes dated September 8, 2016
 - F. Meeting minutes dated September 22, 2016
 - G. Resolution No. 16-31 purchase of two Police Vehicles
 - H. Resolution No. 16-32 purchase of a Public Works Sewer Jetter
 - I. Resolution No. 16-33 purchase of a Public Works Vehicle
 - J. Resolution No.16-34 authorizing the Town Administrator to amend contract with Halff Associates Inc. to provide additional, specific engineering services

- K. Resolution No. 16-35 authorizing the Town Administrator to amend contract with Pacheo Koch Associates, Inc. to provide additional, specific engineering services
- L. Authorizing the Town Administrator to sign the License and Easement Agreement between the Town of Northlake, Texas and T-Mobile West Corporation to operate a temporary antenna facility with the Town

6. Regular Items

- M. Councilmember Sessions moved to approve the development agreement between Town of Northlake and Faith 407 Holdings LLC governing the development of Creek Meadows. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- N. Councilmember Young moved to approve the development agreement between Town of Northlake and Royal Crest Properties, LLC, governing the development of Stardust Ranch and the construction of certain public works projects related to the property. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- O. Councilmember Ganz moved to approve Resolution No. 16-36 setting a Public Hearing to consider Land Use Assumptions and Capital Improvement Plan and appointing a Capital Improvements Advisory Committee. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

- P. Mayor Pro Tem Simpson moved to nominate F.E. Skip Kalb, Jr. to serve on the Denton County Transportation Authority Board of Directors. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

- Q. Amendment to the Unified Development Code related to accessory buildings permitted on certain property within the Town

- i. Mayor Dewing opened the public hearing at 6:12 pm to hear comments for or against the proposed amendment

No one came forward for or against the proposed amendment during the meeting

Received one written response from resident Brian Montini stating he was opposed to the amendment

Mayor Dewing closed the public hearing at 6: 13 pm

- ii. Councilmember Ganz moved to approve Ordinance No. 16-1013A with the addition of one word in Section 8.2 A. (1) Agricultural buildings/structures shall be permitted without a primary structure '**only**' on lots or tracts with an area greater than ten (10) acres. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

R. Amendments to the Unified Development Code related to pole signs

Mayor Dewing introduced Brit Lane, President of Bobby Cox Companies

Mr. Lane asked the council to please consider allowing for taller pole signs in the area south of Denton Creek to SH 114 along IH35W service road for current and future businesses since they will be competing with the southwest corner development/businesses located in Fort Worth city limits

- i. Mayor Dewing opened the public hearing at 6:23 pm to hear comments for or against the proposed amendments

No one came forward for or against the proposed amendments
No written responses received

Mayor Dewing closed the public hearing at 6:24 pm

- ii. Councilmember Ganz moved to approve Ordinance No. 16-1013B. 2nd by Mayor Pro Tem Simpson

Vote: Motion passed unanimous

7. Convene into Executive Session

By general consent, the council convened into closed session at 6:31 pm to discuss the item listed below:
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

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

- 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) A settlement offer; or
- 'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)

By general consent, the council reconvened into open session at 6:38 pm

Mayor Dewing stated no action was taken as a result of the closed session

8. Mayor Pro Tem Simpson moved to adjourn the meeting at 6:39 pm. 2nd by Councilmember Ganz

Vote: Motion passed unanimous

Passed and approved on this the 10th day of November, 2016

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



RESOLUTION NO. 16-37

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

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

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

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

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

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

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

PASSED AND APPROVED THIS THE 10th DAY OF NOVEMBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit 'A'
Town of Northlake
Surplus Inventory

Year	Make	Serial No.
1994	GMC Truck	VIN#1GTEC14Z2RZ523153
2005	Shop Trailer	VIN#TR218181
2008	Shop Trailer	VIN#TR218182
2005	PACE Trailer	VIN#47ZFB10165X037009

Supplement to Contract for the Collection of Delinquent Taxes

THE STATE OF TEXAS }
 }
COUNTY OF DENTON }

THIS SUPPLEMENT to Contract for the Collection of Delinquent Taxes (hereinafter the "Contract") by and between THE TOWN OF NORTHLAKE, TEXAS, by and through its governing body, hereinafter "First Party", and SAWKO & BURROUGHS, P.C., attorneys at law, hereinafter called "Second Party" is made between First Party and Second Party to incorporate into the terms and conditions of the Contract for collection of delinquent assessments under **The Town of Northlake Public Improvement District No. 1**, otherwise known as "PID 7", and **THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT**, otherwise known as "PID 13", as authorized by applicable provisions of the Texas Local Government Code.

I.

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent assessments, penalty and interest owing to First Party arising under PID 7 and PID 13. All unpaid assessments shall become subject to the terms and conditions set forth in the Contract, which terms and conditions are incorporated herein by reference for all purposes. Specifically, all provisions of the Contract, and all implementing resolutions and ordinances of First Party relating to imposition of additional collections penalty under Section 33.07, Texas Property Tax Code, and collection penalty authorized under Sections 33.08 and 33.11 of the Code, are hereby incorporated, approved and/or ratified hereby.

II.

The terms of this Supplement to Contract shall run concurrently with that of the original Contract for Collection of Delinquent Taxes, or as otherwise may be provided in the implementing resolution or ordinance governing each PID 7 and PID 13, as may be amended.

This Supplement to Contract is executed on behalf of First Party by the mayor or other representative of the governing body authorized to execute same by proper action of The Town of Northlake, Texas passed on the _____ day of _____, 20____ in Denton County, Texas.

The Town of Northlake, Texas

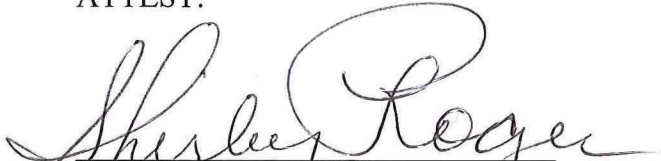
By: _____

Pete Dewing, Mayor

Sawko & Burroughs, P.C.

By: 
Mark A. Burroughs, Attorney and Principal

ATTEST:


Shirley Rogers, Town Secretary

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Eric Tamayo, Public Works Director
Shirley Rogers, Town Secretary

Date: November 10, 2016

Re: Interlocal Water Service Area Agreement between the Town of Northlake and
Argyle Water Supply Corporation

With the abandonment of Prairie Mound Cemetery Road, the new dividing line between the towns of Northlake and Argyle is Harvest Way. On September 27, 2012, Council approved an apportionment agreement with the Town of Argyle defining the extraterritorial jurisdiction boundary as Harvest Way. The next step is to set the water service boundaries between the Town of Northlake and the Argyle Water Supply Corporation (AWSC) along the same road alignment.

The AWSC Board approved a service area agreement at their March 22, 2013 board meeting. The Town of Northlake Council approved the agreement on April 11, 2013. The agreement contemplated the realignment of the Certificates of Convenience and Necessity (CCNs) in the future. The agreement allows for water service until such time the CCN realignment can be brought before the Texas Commission on Environmental Quality (TCEQ). Since then the State Legislature has moved CCN oversight from the TCEQ to the Public Utility Commission (PUC).

On October 8, 2015, council authorized the Town Administrator to submit a boundary amendment to the PUC in cooperation with AWSC. However after a voluminous and labor-intensive submission, the PUC reversed course and requested a brief interlocal agreement between the two parties similar to the 2013 agreement. It is frustrating that a four inch binder of information was prepared only to be replaced with an eight page agreement but hopefully this will be sufficient. Attached for your review and consideration is the agreement.

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

**INTERLOCAL WATER SERVICE AREA
AGREEMENT BY AND BETWEEN
ARGYLE WATER SUPPLY
CORPORATION AND
THE TOWN OF NORTHLAKE, TEXAS**

THIS AGREEMENT ("Agreement") is made and entered into by and between the Town of Northlake, Texas ("Northlake" or the "Town"), a Texas Type-A general law municipality and the Argyle Water Supply Corporation ("AWSC"), a Texas nonprofit water supply corporation organized under Chapter 67 of the Texas Water Code.

RECITALS

WHEREAS, Northlake is a Type-A general law municipality with full power and authority to provide retail water utility service to persons situated inside its corporate boundaries and also to persons residing in areas which lie outside of Northlake's corporate boundaries and in a defined service area in Denton County, Texas, under the authority of Certificate of Convenience and Necessity No. 12915 ("Northlake's Water CCN") issued by the Texas Commission on Environmental Quality or one of its predecessor agencies (the "Commission"); and

WHEREAS, AWSC is a Texas nonprofit water supply corporation organized under Chapter 67 of the Texas Water Code, and operating pursuant to Chapters 49 and 67, Texas Water Code; and

WHEREAS, AWSC furnishes retail water utility service to persons inside a defined service area in Denton County, Texas, under the authority of Certificate of Convenience and Necessity No. 10199 ("Argyle's Water CCN") issued by the Commission; and

WHEREAS, AWSC and Northlake are "retail public utilities" as defined in Texas Water Code § 13.002;

WHEREAS, Northlake and AWSC have determined that it would be advisable, and in the best interests of Northlake and AWSC to define the boundary that separates and divides the retail water service areas between Northlake and AWSC and to enter into this Agreement which establishes the service areas for Northlake and AWSC allowed under Texas Water Code §13.248; and

WHEREAS, AWSC and Northlake desire to enter into this interlocal agreement pursuant to the terms and provisions of the Interlocal Cooperation Act applicable to contracts for governmental functions and services (TEX. GOV'T CODE § 791.001, et. seq.).

WHEREAS, AWSC and Northlake desire to expand the existing Interlocal Water Service Agreement by and between AWSC and Northlake, dated the 9th day of May 2013.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the AWSC and Northlake agree to the following:

Section 1. Designation of Service Areas.

AWSC and Northlake designate the areas shown in Exhibit A as the water utility service areas for each and designate the boundary between their respective service areas as shown. AWSC shall provide retail water utility service within those areas identified as Areas C, E, F, G and H and all other areas currently within AWSC's CCN, except Areas A, B and D. Northlake shall provide retail water utility service within those areas identified as Areas A, B and D and all other areas currently within Northlake's CCN, except Area H.

Section 2. Consent to Addition of Service Area.

Northlake consents to the inclusion of the areas shown on Exhibit A, and identified as Areas E, F, and G, within Argyle's Water CCN.

Section 3. General Provisions.

(a) Assignees. Except as otherwise expressly provided in this Agreement, the parties may not assign their rights or responsibilities under this Agreement without first obtaining written consent from the other party.

(b) Waiver and Amendment. No officer or agent of AWSC or Northlake is authorized to waive or modify any provision of this Agreement without authorization from the respective governing body. No modifications to or revision of this Agreement may be made except by a written document approved by the governing body of each party and signed by authorized representatives of AWSC and Northlake.

(c) Emergency Interconnects. AWSC and Northlake may establish mutually agreeable terms upon which emergency interconnects may be approved by both parties under separate agreement(s).

(d) Remedies. It is not intended hereby to specify (and this Agreement shall not be considered as specifying) an exclusive remedy for any default by any party, but all remedies existing at law or in equity including, without limitation, termination or suspension of service, may be availed of by any party and shall be cumulative. The parties agree to attempt first to resolve disputes concerning this Agreement amicably by promptly entering negotiations in good faith. The parties agree that they will not refer any dispute to another dispute resolution procedure, including mediation or litigation, until they have first made reasonable and good faith efforts to settle their differences by joint negotiations conducted in a timely manner. This Agreement is governed by the laws of the State of Texas and is performable in Denton County. Any action at law or in equity brought to enforce any provision of this Agreement shall be brought in a court of competent jurisdiction with venue in Denton County, Texas.

(e) No Oral Agreements; Prior Agreements. This Agreement supersedes any prior understanding or oral agreements between the parties respecting the subject matter of this Agreement. Specifically, this agreement supersedes and replaces that certain "Interlocal Water Service Area Agreement by and between Argyle Water Supply Corporation and the Town of Northlake, Texas", dated the 9th day of May 2013.

(f) Severability. The provisions of this Agreement are severable and if, for any reason, any one or more of the provisions contained in the Agreement shall be held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability of such provision will not affect any other provision of this Agreement and this Agreement shall remain in effect and be construed as if the invalid, illegal, or unenforceable provision was never in the Agreement.

(g) Captions. The sections and captions contained herein are for convenience and reference only and are not intended to define, extend or limit any provision of this Agreement.

(h) No Third-Party Beneficiaries. This Agreement does not create any third-party benefits to any person or entity other than the named parties hereto, and is solely for the consideration herein expressed.

(i) Default. In the event of default by a party to this Agreement, the non-defaulting party must provide reasonably specific written notice of the default to the defaulting party, and the non-defaulting party must allow the defaulting party at least thirty (30) calendar days after receipt of the notice to cure the default.

(j) Notices. All notices required under this Agreement may be delivered by hand-delivery or sent both by facsimile and first-class mail on the same date before 5:00 p.m. Notice shall be deemed given (a) on the date notice is hand-delivered to either the General Manager of AWSC or the Town Administrator of Northlake, as applicable, or (b) on the date notice is sent by both facsimile and first-class mail before 5:00 p.m. Any notice sent by both facsimile and first-class mail after 5:00 p.m. shall be deemed given on the following day. Either party may change its designee or address upon five (5) days written notice to the other party. Notices shall be provided to the following designees and addresses:

To AWSC:

<i>Mailing address:</i>	Argyle Water Supply Corporation Attn: General Manager P.O. Box 249 Argyle, Texas 76226
<i>Physical address:</i>	825 W. FM 407 Argyle, Texas 76226
<i>Facsimile:</i>	(940) 464-0518

To Northlake:

Mailing address: Town of Northlake
Attn: Town Administrator
1400 FM 407
Northlake, Texas 76247

Physical address: Northlake Town Hall
1400 FM 407
Northlake, Texas 76247

Facsimile: (940) 648-0363

(k) No Waiver of Immunity. Nothing in this Agreement shall be construed to waive immunity for either party.

AGREED TO AND APPROVED to take effect on the last date this Agreement is executed by an authorized representative of AWSC or Northlake (the “Effective Date”).

[SIGNATURE PAGES TO FOLLOW]

ARGYLE WATER SUPPLY CORPORATION, a
Texas nonprofit water supply corporation
organized under Chapter 67 of the Texas
Water Code

By: _____

Typed Name

Its: _____

Date: _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act of the Argyle Water Supply Corporation, a Texas nonprofit water supply corporation, in his/her capacity as its President after having been duly authorized to do so by the governing body of the Argyle Water Supply Corporation, for the purposes and consideration therein expressed.

Given under my hand and seal of office this day of _____, 2016.

Notary Public, State of Texas

TOWN OF NORTHLAKE, TEXAS, a Texas
Type-A general law municipality

By: _____
Peter Dewing, Mayor

Date: _____

STATE OF TEXAS §
COUNTY OF DENTON §

Before me, the undersigned authority, on this day personally appeared Peter Dewing, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of the Town of Northlake, Texas, a Texas Type-A general law municipality, in his capacity as Mayor after having been duly authorized to do so by the governing body of the Town of Northlake, for the purposes and consideration therein expressed.

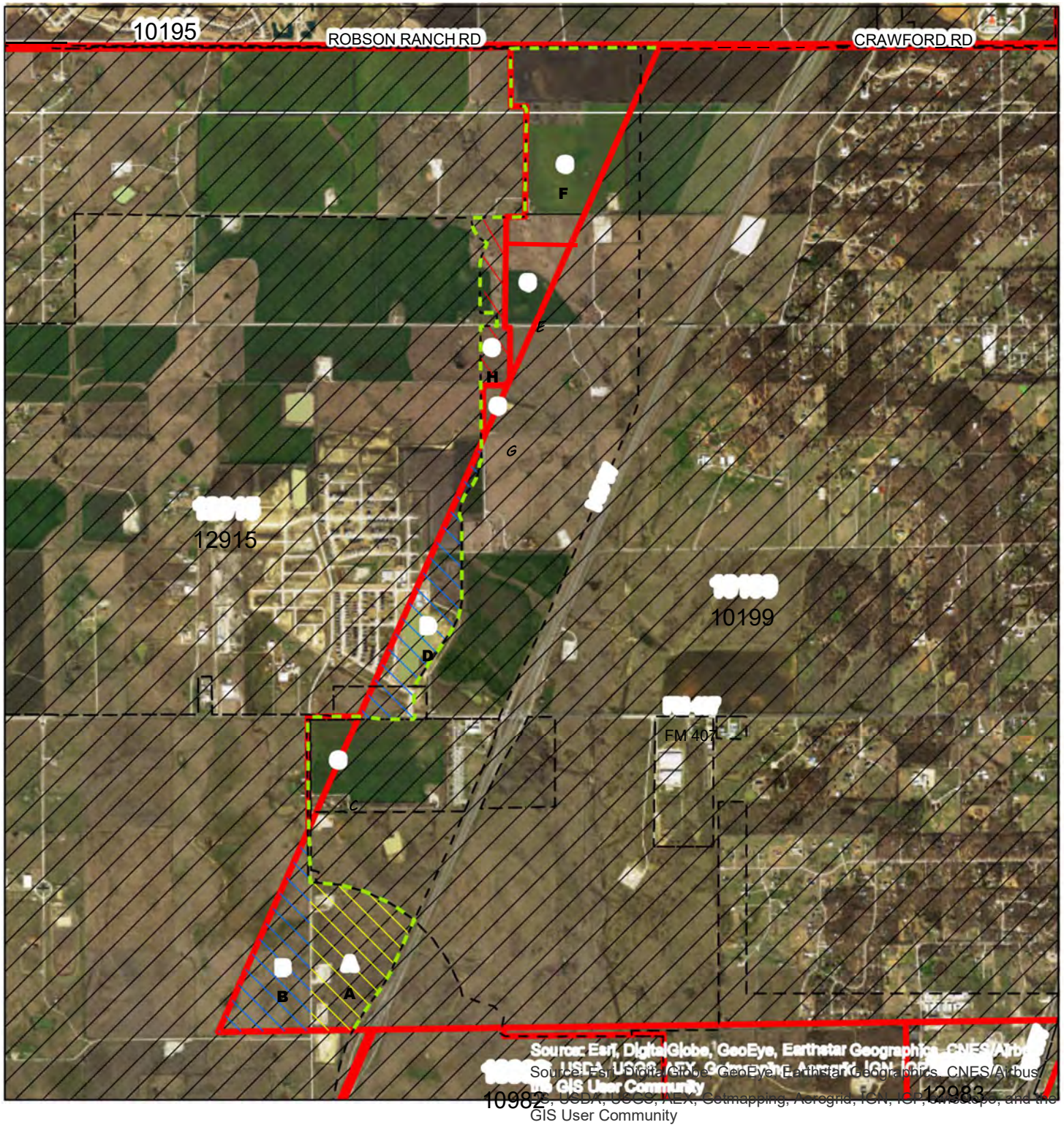
Given under my hand and seal of office this ____ day of _____, 2016.

Notary Public, State of Texas

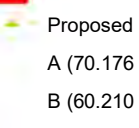
AFTER RECORDING, PLEASE RETURN TO:
Argyle Water Supply Corporation
P.O. Box 249
Argyle, Texas 76226

WITH A COPY TO:
Town Secretary
Town of Northlake
1400 FM 407
Northlake, Texas 76247

EXHIBIT A



LEGEND

- 
- The map shows the CCN water boundary in red. The proposed boundary is shown in yellow. The map includes labels A through F, each with a corresponding area in acres and a reference point.
- | Label | Area (acres) | Reference Point |
|-------|--------------|-----------------|
| A | 70.176 | to Northlake |
| B | 60.210 | to Northlake |
| C | 18.591 | to AWSC |
| D | 57.785 | to Northlake |
| E | 44.375 | to AWSC |
| F | 108.609 | to AWSC |

A horizontal number line representing distance in miles. It starts at 0 on the left and ends at 1.1 Miles on the right. There are four major tick marks labeled: 0, 0.275, 0.55, and 1.1 Miles. The line is divided into four equal segments by these tick marks.

Disclaimer:
This map is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Petty & Associates, Inc. concerning the accuracy, completeness, reliability, or usability of the information included within this exhibit.

WATER CCN LAYOUT

Argyle WSC & Town of Northlake (Denton County, TX)
September 2016

CCN # 10199 - Argyle WSC
CCN # 12915 - Town of Northlake

G (4.29 acres, to AWSC)
H (25.2 acres, to AWSC)

Coordinate System:
NAD 1983 StatePlane Texas North Central FIPS 4202 Feet

Petty & Associates, Inc.

Scheduled Council Meetings thru the end of the Year

November 10th

November 24th Canceled (Thanksgiving Holiday)

December 8th

December 22nd Canceled



Regular Items

Agenda Item 6

- H. Consider for approval a Site Plan for Holiday Inn Express, a proposed 96-room hotel on 1.624 acres, to be platted as Lot 2R, Block 2, Texas Speedway Centre, generally located on the east side of Raceway Drive approximately 200 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Northlake Hotels, LLC is the owner. A&M Developers, LLC is the applicant/developer. Catalyst Technical Group is the engineer. Case # SP-16-004
- I. Consider for approval a Site Plan for Popeye's Restaurant & Retail Space, a proposed 5,645 square-foot restaurant and retail space on 1.2085 acres, known as Lot 2, Block 3, Texas Speedway Centre, located on the south side of Pit Stop Lane between the IH 35W Service Road and Raceway Drive at 13620 Raceway Drive, and zoned Mixed-Use Planned Development (MPD). Wycliff-Speedway Ltd is the owner. Sun Holdings/Pop Holdings, LLC is the applicant/developer. RGM Architects is the architect. Case # SP-16-007
- J. Consider for approval a Preliminary Plat of IAAI Northlake Addition, a proposed 2-lot development within the extraterritorial jurisdiction of the Town of Northlake on a 204.53-acre tract of land out of the S.E. Parks Survey, Abstract No. 1005, and the Holland Anderson Survey, Abstract No. 25, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # PP-16-005
- K. Consider for approval a Final Plat of Lot 1, Block A of IAAI Northlake Addition, a 1-lot phase of the IAAI Northlake Addition within the extraterritorial jurisdiction of the Town of Northlake on a 147.99-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive. PML Real Estate, LLC is the owner. Fast Track Development is the applicant/developer. Homeyer Engineering, Inc. is the engineer. Eagle Surveying, LLC is the surveyor. Case # FP-16-010.

- L. Consider for approval the Cost-Sharing Agreement relating to construction of a sanitary sewer collection line between the Town of Northlake, Texas and Belmont Fresh Water Supply District No. 1 of Denton County
- M. Consider for approval a Professional Services Agreement between the Town of Northlake, Texas and D-F Pacific No. 2 LTD. and Silverstone-Northlake LTD
- N. Consider for approval an Ordinance amending Ordinance No. 16-0310, the 2016 Master Thoroughfare Plan Update, by replacing the Master Thoroughfare Plan Map
 - i. Public Hearing
 - ii. Ordinance No. 16-1110
- O. Consider an Resolution approving and adopting Land Use Assumptions and Capital Improvement Plan; setting a Public Hearing to consider the adoption of Roadway Impact Fees to be charged to new development and providing for publication of thirty (30) days of notice of such Public Hearing
 - i. Public Hearing
 - ii. Resolution No. 16-38
- P. Public Input concerning a Strategic Partnership Agreement between the Town of Northlake, Texas, and Belmont Freshwater Supply District No. 1 of Denton County pursuant to Texas Local Government Code § 43.0751
 - i. Public Hearing
- Q. Consider for approval Resolution No. 16-39 authorizing the Town Administrator to enter into a contract with Neel-Schaffer + Cheatham & Associates, Inc. to provide specific engineering services
- R. Consider voting for one individual to serve on the Denton County Transportation Authority Board of Directors

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Site Plan for Holiday Inn Express (SP-16-004)

Purpose: Consider approval of a Site Plan for Holiday Inn Express, a proposed 96-room hotel on 1.624 acres, to be platted as Lot 2R, Block 2, Texas Speedway Centre, generally located on the east side of Raceway Drive approximately 200 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD).

Owner: Northlake Hotels, LLC

Applicant/Developer: A&M Developers, LLC

Engineer: Catalyst Technical Group

Background and Existing Condition of the Property: The subject property is currently vacant, and it is located adjacent to the Sonic Drive-In which is under construction on the adjacent lot to the north. An amending plat is under review which will replat Lots 2-4, Block 2, Texas Speedway Centre, into two lots with Lot 2R being the proposed site of the Holiday Inn Express. Lot 3R is the proposed site of a Staybridge Suites for which staff is currently reviewing site construction plans, and a site plan will be presented to Council at a subsequent meeting. The developer of both hotels was the developer and is the owner/operator of the existing Holiday Inn Express which will be rebranded.

Staff Analysis:

Land Use: The property is zoned Mixed-Use Planned Development (MPD) which lists “hotel, motel lodging” as a permitted use.

Access: Access to the site will be provided from Raceway Drive with two separate driveway access points, one on the north side shared with the Sonic site and one on the south side, shared with the proposed Staybridge Suites site, which will extend to the east to provide connectivity to the adjacent Chadwick Farms retail and multi-family development planned east of the site.

Parking: The MPD requires one space per sleeping room for hotel use. The hotel is planned for 96 sleeping rooms, and 96 parking spaces are provided on the site plan of which four of the spaces will meet ADA requirements.

***Fencing, Lighting,
and Signage:***

Fencing is proposed around a patio on the south side of the building, and a screening wall is proposed to enclose the dumpster. Fencing will be required around the swimming pool. A monument sign is shown on the site plan near the north driveway entrance at Raceway Drive, and building mounted signs are identified on the building elevations sheet. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the MPD at time of permitting.

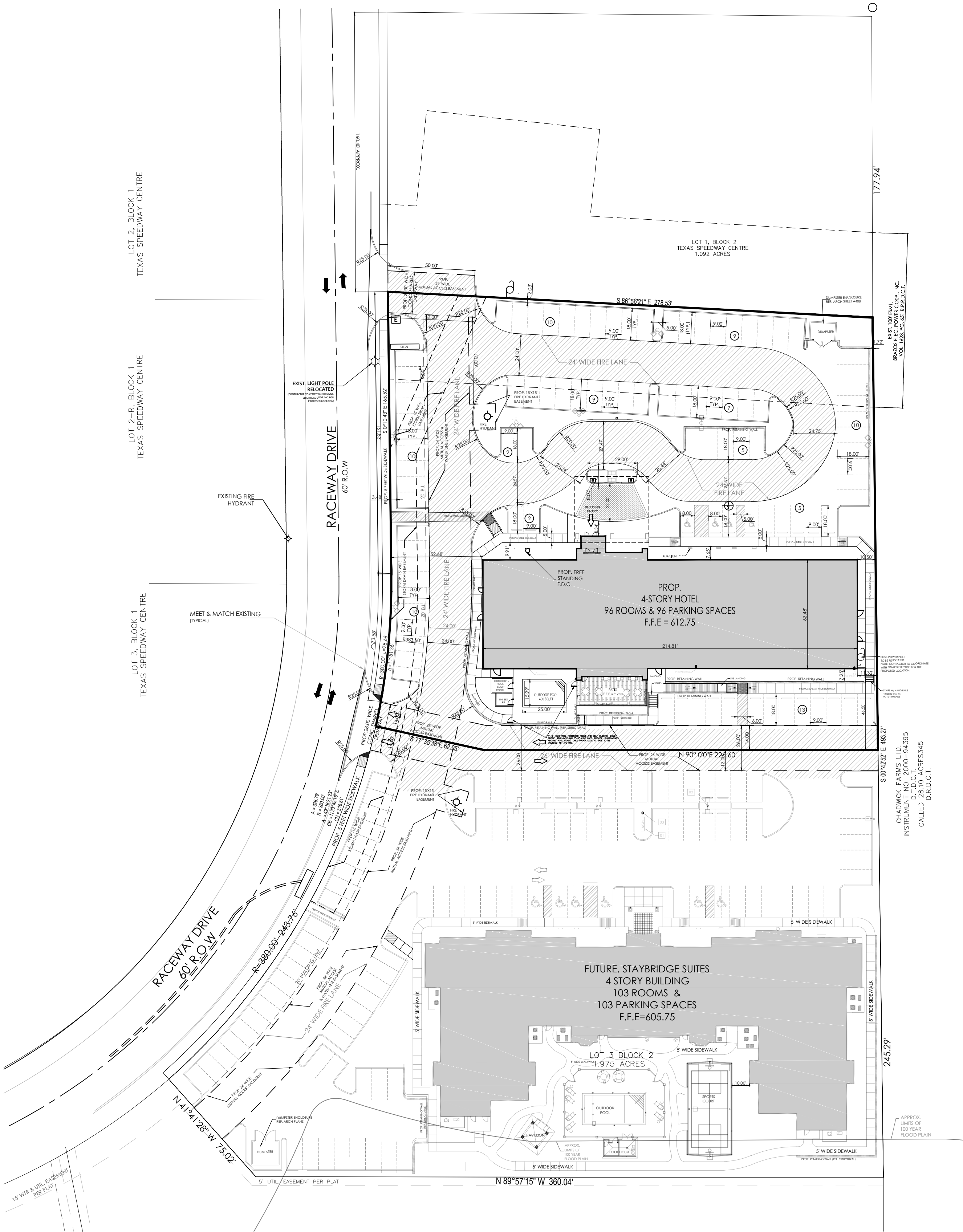
Landscaping:

Detailed landscape plans have been provided showing landscaping meeting the minimum requirements of the MPD.

Building Elevations:

Architectural elevations of the 4-story hotel building are provided showing all four sides of the proposed building. The building elevations appear to comply with the requirements of the MPD.

Staff Findings: Staff has reviewed the site plan package and finds it to meet the requirements referenced above and meets or exceeds all applicable requirements of the Unified Development Code (UDC) and Mixed-Use Planned Development (MPD). Staff finds the site plan acceptable for approval as submitted.



SITE DATA

PROPOSED LAND USE:
HOTEL

ZONED:
MIXED USE PLANNED DEVELOPMENT (MPD)

PREVIOUS LAND USE:
COMMERCIAL - VACANT

GROSS FLOOR AREA OF THE PROPOSED DEVELOPMENT:
BUILDING: 55596.28 SQ.FT
CANOPY: 1610.00 SQ.FT

BUILDING HEIGHT:
45'-4" (4 STORIES)

AREA OF IMPERVIOUS SURFACE:
62,942.90 SQ.FT

NO. OF PARKING SPACES REQUIRED FOR THE PROP. DEVELOPMENT
PER TOWN OF NORTHLAKE ORDINANCES

1.0 SPACES FOR EVERY ONE ROOM
1.0*(96) = 96 SPACES

NUMBER OF PROPOSED PARKING SPACES REQUIRED ONSITE:
96 SPACES TOTAL

NUMBER OF PROPOSED PARKING SPACES PROPOSED ONSITE:
96 SPACES TOTAL (92 REGULAR & 4 ADA ACCESSIBLE)

NOTES

CONTRACTOR TO VERIFY THAT THE DUMPSTER ENCLOSURE SCREENING IS
A 6FT MASONRY SCREENING WALL TO MATCH BUILDING.

CONTRACTOR TO VERIFY THAT ALL SIGNAGE SHALL MEET THE
REQUIREMENTS OF UDC AT TIME OF PERMITTING.

CONTRACTOR TO VERIFY THAT ALL SITE LIGHTING SHALL MEET THE
REQUIREMENTS OF THE UDC AT TIME OF PERMITTING.

PROPERTY DESCRIPTION

BEING A 1.624 ACRE TRACT OF LAND OUT OF THE LEWIS MEDLIN
SURVEY, ABSTRACT NO. 830 IN DENTON COUNTY, TEXAS AND BEING
ALL OF LOT 2 AND A PORTION OF LOT 3, BLOCK 2 OF THE TEXAS
SPEEDWAY CENTER.

MEETS AND BOUNDS

RACEWAY DRIVE REPLAT LOTS 2,3,BLOCK 2
TOTAL ACREAGE OF LOT = 1.624 ACRES

OWNER INFO.

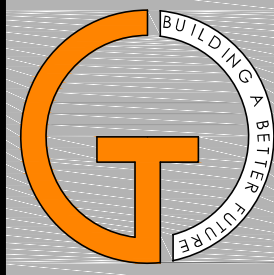
A&M DEVELOPERS LLC
7701 LAS COLINAS RIDGE
SUITE 250
IRVING, TX. 75063

APPLICANT INFO.

CATALYST TECHNICAL GROUP, INC.
440 COBIA DR., SUITE 1503
KATY, TEXAS 77494

SURVEYOR INFO.

AMERICAN RIGHT OF WAY ACQUISITION & SURVEY
251 W LANCASTER BLVD., SUITE #167
FORT WORTH, TEXAS 76101



440 Cobia Dr, Suite 1503
Katy, TX 77494
info@texascgroup.com
T.B.P.E FIRM # 15775
Ph: 832-913-1888
www.texascgroup.com

CATALYST TECHNICAL GROUP, INC.

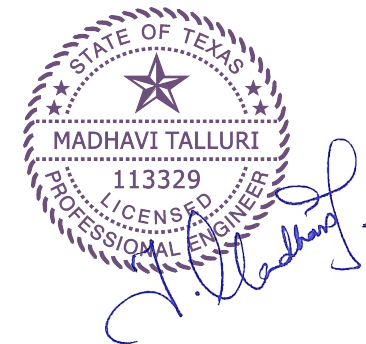
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written consent of CTG, INC.

No.	DATE	REVISIONS

PROJECT TITLE

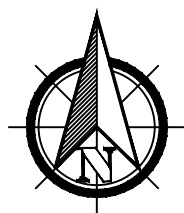
PROPOSED
HOLIDAY INN EXPRESS
LOCATED AT
13261 RACEWAY DR
NORTHLAKE, TX 76262

SEAL



DATE: 9/15/2016

GENERAL NOTES:



40 0 20 40
(IN FEET)
1 inch = 40 ft.

CTG Project Number: 15-022

Drawn By: S.K

Checked By: T.M

Scale: 1:40

File Path:

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101 (c-10) overall site plan

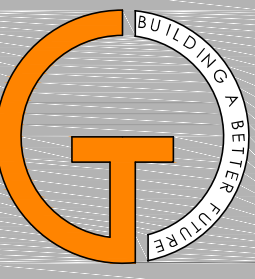
SHEET TITLE:

SITE PLAN

SHEET NUMBER:

C-1.0

KEY NOTE	
1	PROPOSED SIGN NOTE: ALL SIGNAGE SHALL MEET THE REQUIREMENTS OF UDC AT THE TIME OF PERMITTING
2	SITE LIGHTING (TYP.) NOTE: ALL SITE LIGHTING SHALL MEET THE REQUIREMENTS OF UDC AT THE TIME OF PERMITTING
3	FLAG POLE
4	EXIST. CABLE RISER TO REMAIN



440 Cobia Dr, Suite 1503
Katy, TX 77494
info@texastgroup.com
T.B.P.E FIRM # 15775
Ph: 832-913-1888
www.texastgroup.com

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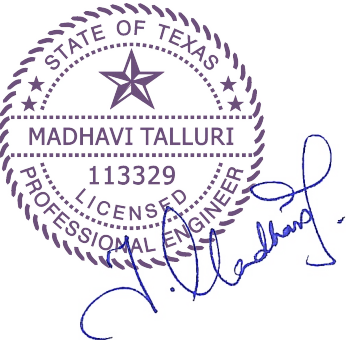
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No.	DATE	REVISIONS

PROJECT TITLE

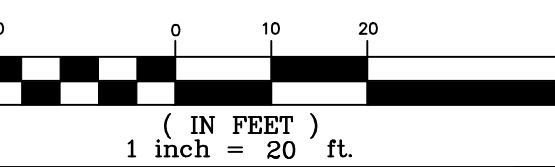
PROPOSED
HOLIDAY INN EXPRESS
LOCATED AT
13261 RACEWAY DR
NORTHLAKE, TX 76262

SEAL



DATE: 9/15/2016

GENERAL NOTES:



CTG Project Number: 15-022

Drawn By: S.K

Checked By: T.M

Scale: 1"=20'

File Path:

w:\proj\2015\09\15-022 commercial\15-022 north lake (h)\city-lake northlake\cd01-11-2016 - 11-11-2016\cd01-11-2016\cd01-11-2016.dwg

SHEET TITLE:

PARKING LAYOUT
PLAN

SHEET NUMBER:

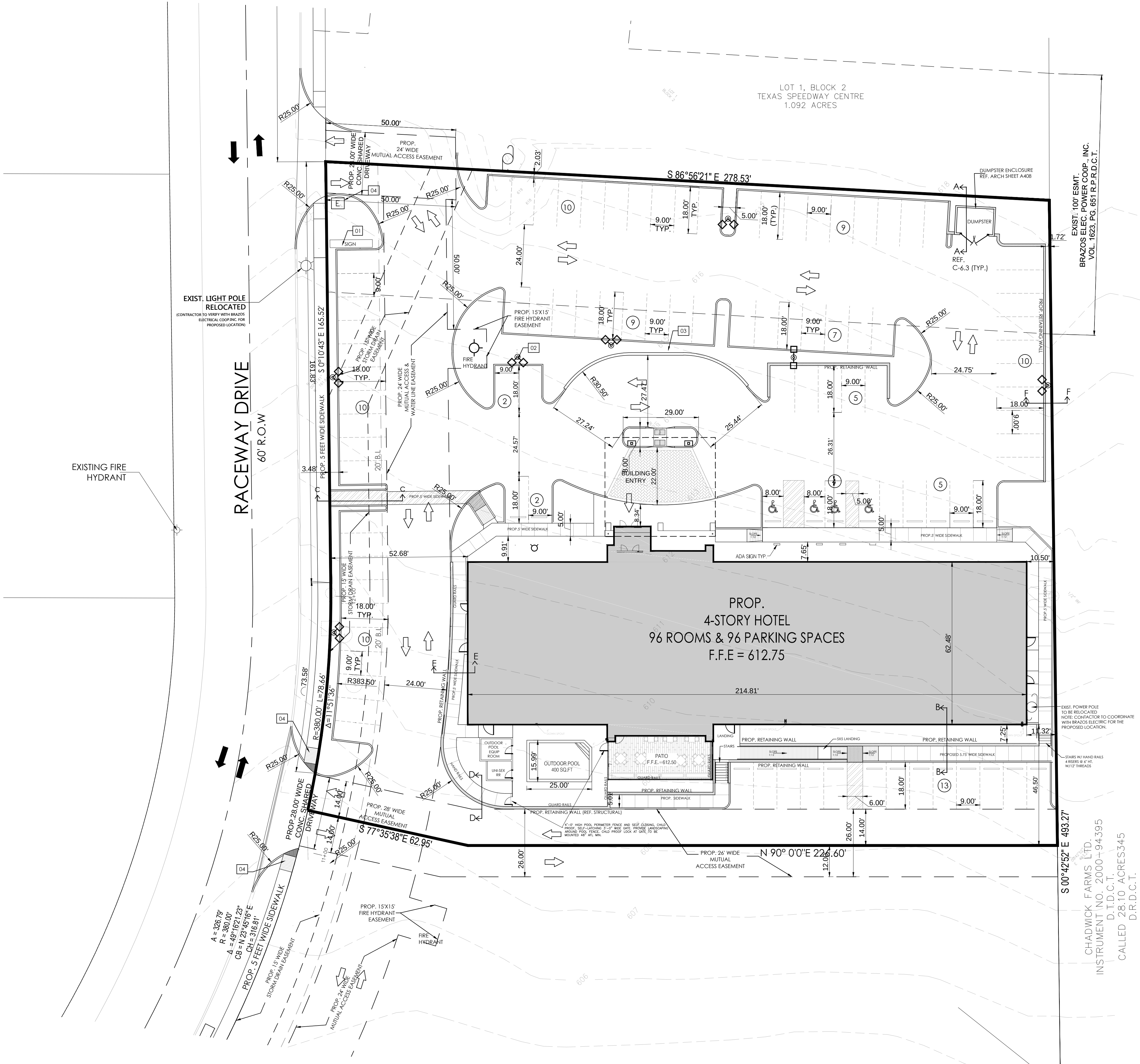
C-11

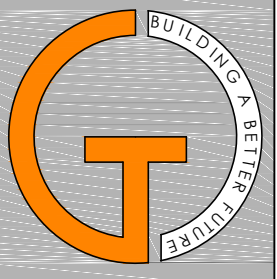
NOTE:

PLEASE REFER SHEET CD-1.1 FOR SIDEWALK DETAILS

PLEASE REFER SHEET N-1 REGARDING GENERAL
NOTES FOR PRIVATE DEVELOPMENT

REF. TO SHEET C-6.3 FOR PARKING LOT SECTIONS
& RETAINING WALL DETAILS





440 Cobia Dr
Suite 1503
Katy, TX 77494
info@texascctgroup.com
T.B.P.E FIRM # 15775

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No.	DATE	REVISIONS

PROJECT TITLE

PROPOSED
HOLIDAY INN EXPRESS
LOCATED AT

13261 RACEWAY DR
NORTHLAKE, TX 76262

SEAL

DATE: 8/22/2016

GENERAL NOTES:

CTG Project Number: 15-022

Drawn By: S.K

Checked By: T.M

Scale: 1"= 20'-0"

File Path:

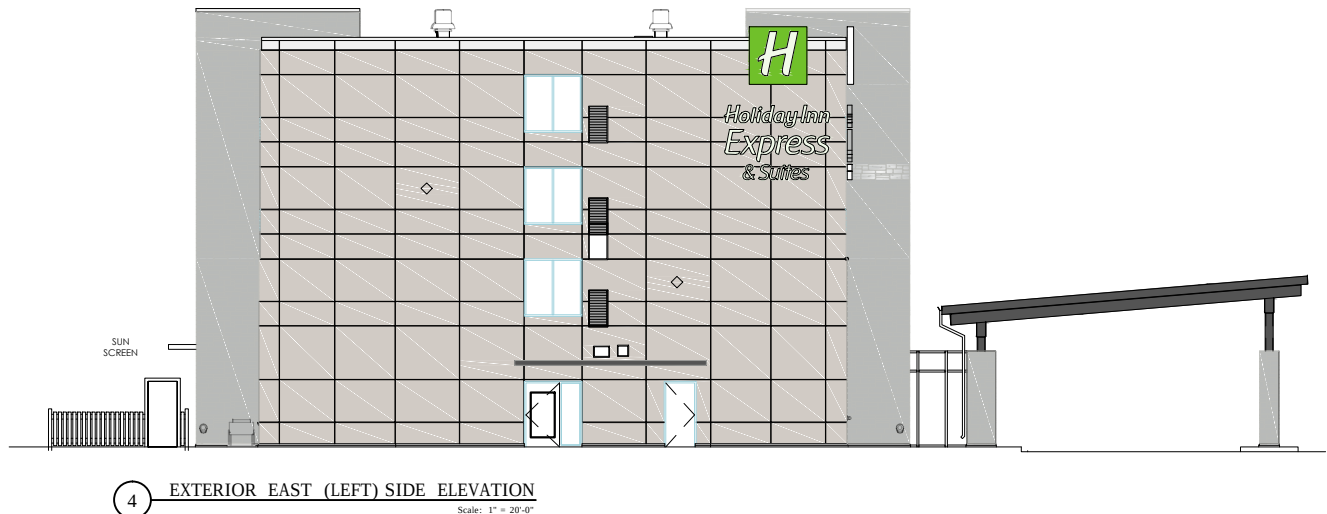
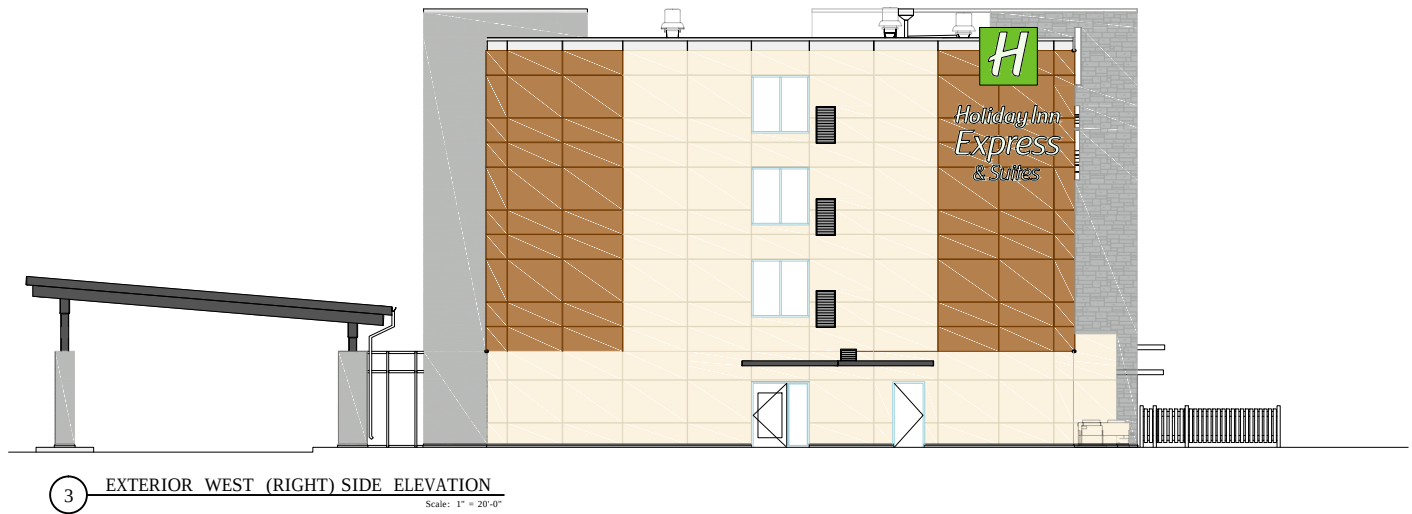
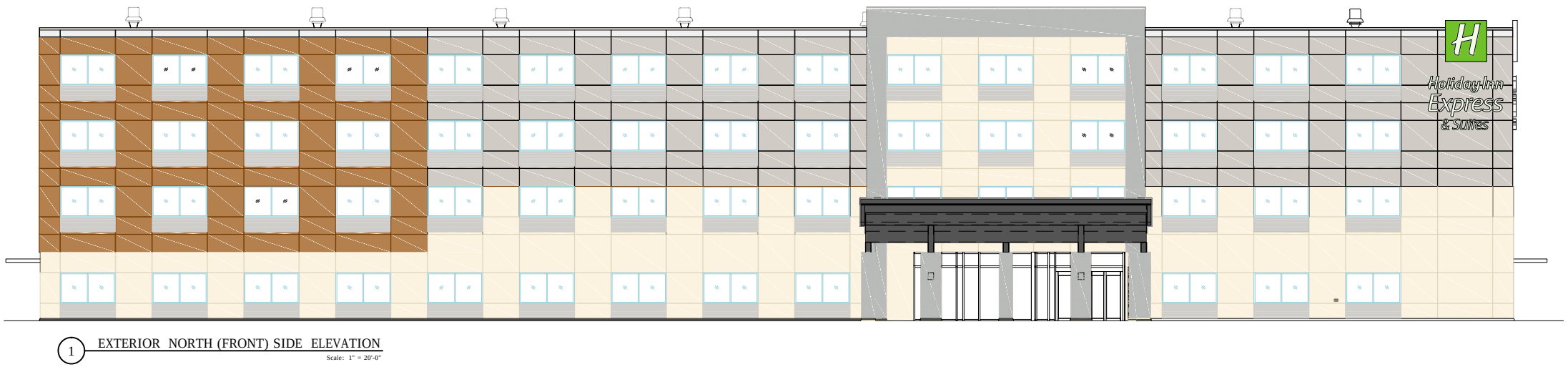
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SHEET TITLE:

EXTERIOR COLORED
ELEVATIONS

SHEET NUMBER:

A-117



STUCCO FINISH LEGEND:

STUCCO DB (DARK BROWN)	
STUCCO RR (RUSTIC RED)	
STUCCO GR (GRAY)	
STUCCO WH (WHITE)	
CULTURED STONE	
STUCCO SHALL BE THREE PART STUCCO FINISH.	

440 Cobia Dr Suite 1503
Katy, TX 77494
info@texasctgroup.com
T.B.P.E FIRM # 15775
Ph : 832-913-1888
www.texasctgroup.com

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No.	DATE	REVISIONS

PROJECT TITLE



PROPOSED
HOLIDAY INN EXPRESS
LOCATED AT
13261 RACEWAY DR
NORTHLAKE, TX 76262

MAVERICK ENGINEERING
JATIN A. DESAI
9730 TOWN PARK DRIVE
SUITE 111
HOUSTON, TX 77036-2323
PH: (713) 271-1941
FAX: 271-1946
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SEAL



DATE: 10/12/2016

GENERAL NOTES:

CTG Project Number: 15-022

Drawn By: S.K.

Checked By: T.M.

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

File Path:

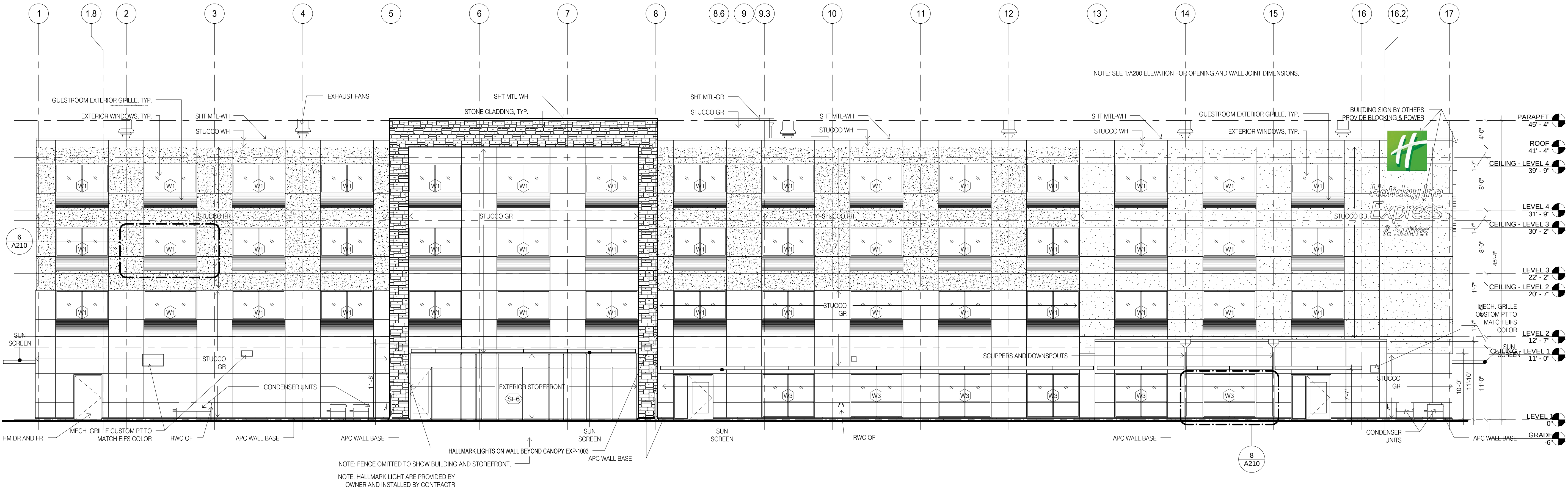
NOTE: PLEASE REFER TO SHEET A-201 FOR STUCCO FINISH DETAIL AND NOTES

SHEET TITLE:

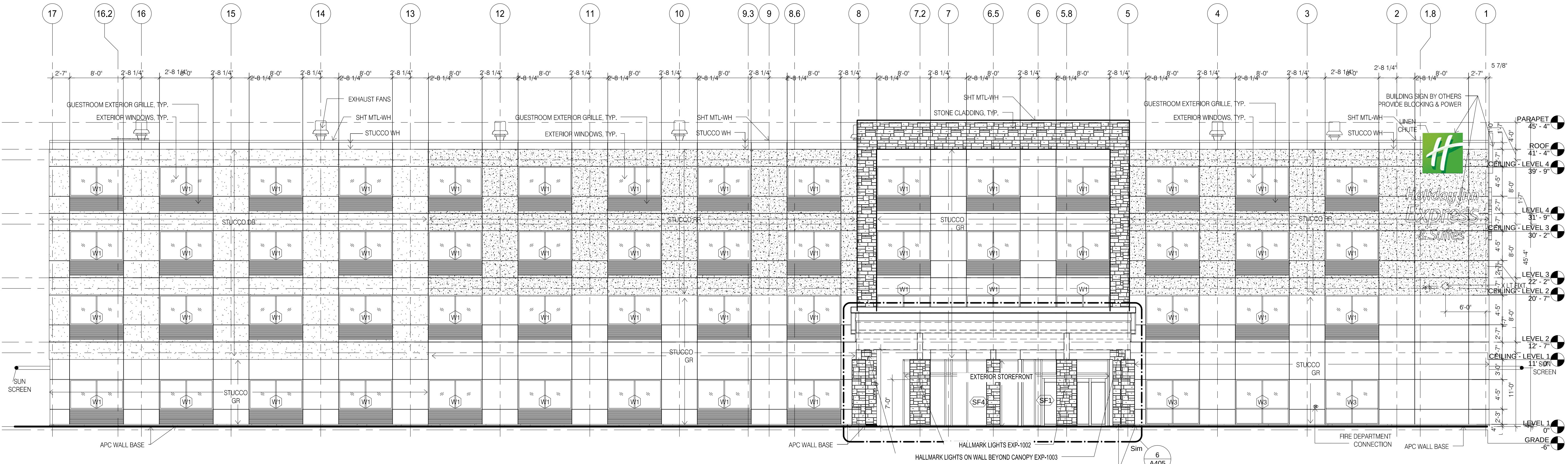
EXTERIOR ELEVATIONS

SHEET NUMBER:

A-200



EXTERIOR ELEVATION , REAR/ SOUTH
1/8" = 1'-0"



EXTERIOR ELEVATION , FRONT/ NORTH
1/8" = 1'-0"

NOTE:
PLEASE REFER TO SHEET A-201 FOR STUCCO FINISH
DETAIL AND NOTES

STUCCO COMPOSITION NOTES:

SECTION 2512- EXTERIOR PLASTER:

2512.1. GENERAL. Plastering with cement plaster shall not be less than three coats where applied over metal lath or wire fabric lath and shall not be less than two coats where applied over masonry, concrete or gypsum board backing as specified in Section 2510.5. The plaster surface is to be completely covered by veneer or other facing material, or is completely concealed by another wall, plaster application need be only two coats, provided the total thickness is as set forth in ASTM C 926.

2512.1.1. ON-GRADE FLOOR SLAB. On wood-framed or steel stud construction with an on-grade concrete floor slab system, exterior plaster shall be applied in such a manner as to cover, but not to extend below, the lath and paper. The application of lath, paper, and flashing or drip screeds shall comply with ASTM C 1063.

2512.1.2. WEEP SCREEDS. A minimum 0.019-inch (0.48 mm) (No. 26 galvanized sheet gage), corrosion-resistant weep screed with a minimum vertical attachment flange of 5-1/2 inches (89 mm) shall be provided at or below the foundation plate line on exterior stud walls in accordance with ASTM C 926. The weep screed shall be placed a minimum of 4 inches (102 mm) above the earth or 2 inches (51 mm) above paved areas and shall be of a type that will allow trapped water to drain to the exterior of the building. The weather-resistant barrier shall lap the attachment flange. The exterior lath shall cover and terminate on the attachment flange of the weep screed.

2512.2. PLASTICITY AGENTS. Only approved plasticity agents and approved amounts thereof shall be added to portland cement. When plastic cement or masonry cement is used, no additional lime or plasticizers shall be added. Hydrated lime or the equivalent amount of lime duty used as a plasticizer is permitted to be added to cement plaster or cement and lime plaster in an amount not to exceed that set forth in two coats, provided the total thickness is as set forth in ASTM C 926.

2512.4. CEMENT PLASTER. Plaster coats shall be protected from freezing for a period of not less than 24 hours after set has occurred. Plaster shall be applied when the ambient temperature is higher than 40°F (4°C), unless provisions are made to keep cement plaster work above 40°F (4°C) during application and 48 hours thereafter.

2512.5. SECOND COAT APPLICATION. The second coat shall be brought out to proper thickness, raked and floated sufficiently rough to provide adequate bond for the finish coat. The second coat shall have no variation greater than 1/4 inch (6.4 mm) in any direction under a 5-foot (1524 mm) straight edge.

2512.6. CURING AND INTERVAL. First and second coats of cement plaster shall be applied and moist cured as set forth in ASTM C 926 and Table 2512.6.

TABLE 2512.6 CEMENT PLASTERS*		
COAT	MINIMUM PERIOD AFTER CURING	MINIMUM INTERVAL BETWEEN COATS
FIRST	48 HOURS*	48 HOURS*
SECOND	48 HOURS	7 DAYS*
FINISH	-	7 DAYS*

- a. The first two coats shall be as required for the first coats of exterior plaster, except that the moist-curing time period between the first and second coats shall not be less than 24 hours. Moist curing shall not be required where job and weather conditions are favorable to the retention of moisture in the cement plaster for the required time period.
- b. Twenty-four-hour minimum interval between coats of exterior cement plaster. For alternate method of application, see Section 2512.6.
- c. Finish coat plaster is permitted to be applied to interior portland cement base coats after a 48-hour period.

2512.7. APPLICATION TO SOLID BACKINGS. Where applied over gypsum backing as specified in Section 2510.5 or directly to unit masonry surfaces, the second coat is permitted to be applied as soon as the first coat has obtained sufficient hardness.

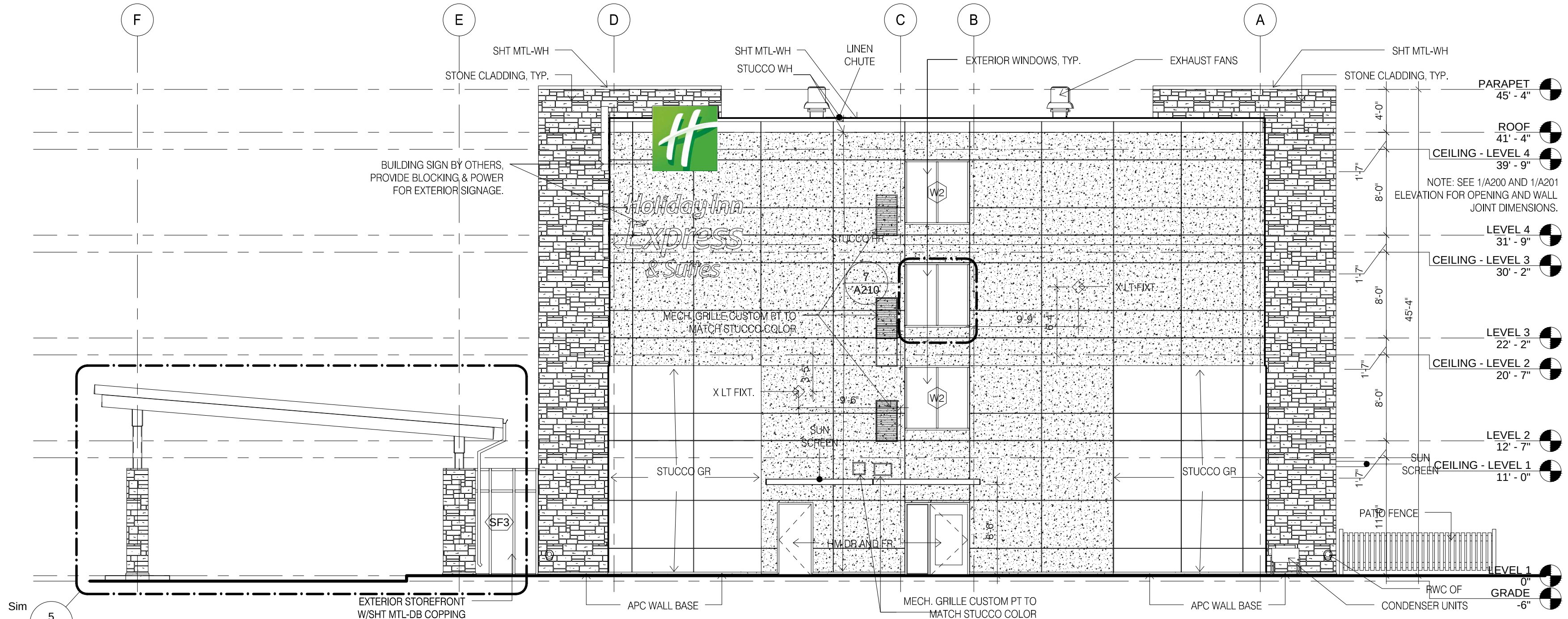
2512.8. ALTERNATE METHOD OF APPLICATION. The second coat is permitted to be applied as soon as the first coat has obtained sufficient rigidity to receive the second coat.

2512.8.1. ADMIXTURES. When using this method of application, calcium aluminate cement up to 15 percent of the weight of the portland cement is permitted to be added to the mix.

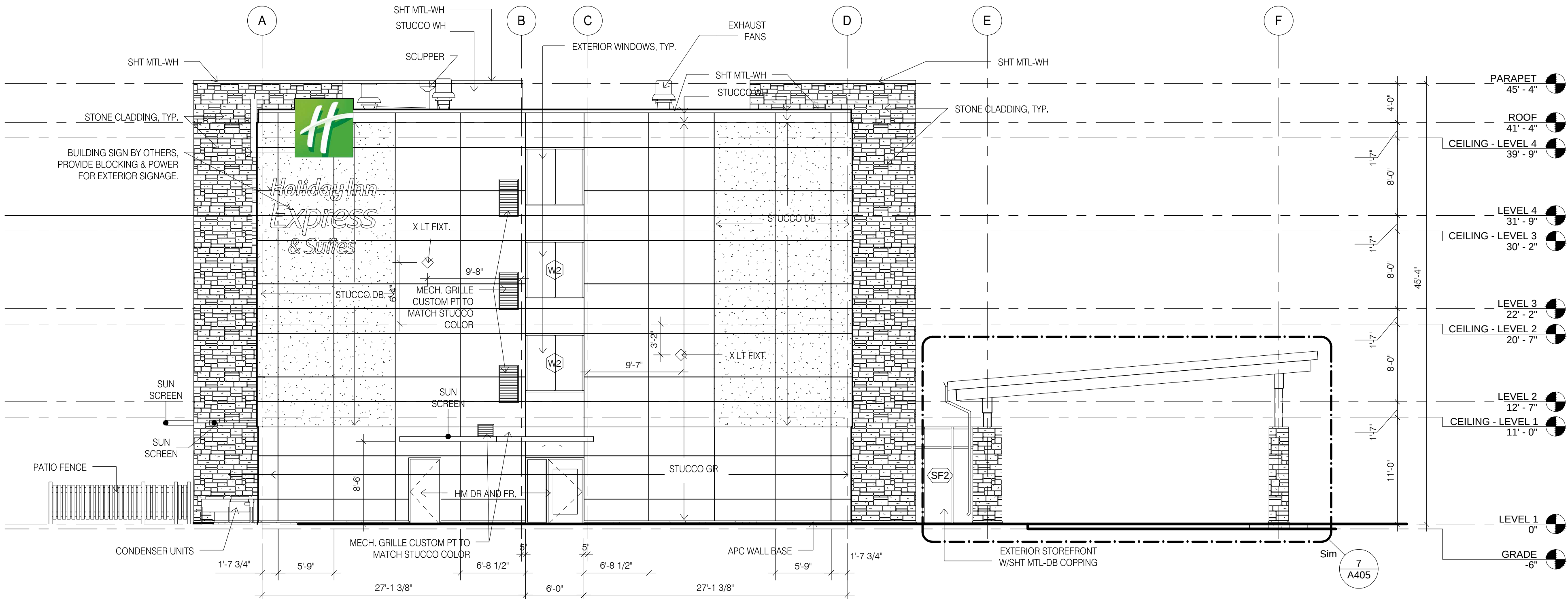
2512.8.2. CURING. Curing of the first coat is permitted to be omitted and the second coat shall be cured as set forth in ASTM C 926 and Table 2512.6.

2512.9. FINISH COATS. Cement plaster finish coats shall be applied over base coats that have been in place for the time periods set forth in ASTM C 926. The third or finish coat shall be applied with sufficient material and pressure to bond and to cover the brown coat and shall be of sufficient thickness to conceal the brown coat.

These notes were obtained from 2008 IBC.



EXTERIOR ELEVATION , WEST 2
1/8" = 1'-0"



EXTERIOR ELEVATION , EAST 1
1/8" = 1'-0"

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No.	DATE	REVISIONS

PROJECT TITLE



PROPOSED
HOLIDAY INN EXPRESS
LOCATED AT
13261 RACEWAY DR
NORTHLAKE, TX 76262

MAVERICK ENGINEERING
9730 TOWN PARK DRIVE
SUITE 111
HOUSTON, TX 77036-2323
PH: (713) 271-1941
FAX: 271-1946
© 2016 THESE DRAWINGS ARE ISSUED FOR A SPECIFIC PROJECT AND ARE NOT INTENDED FOR REUSE IN ANY OTHER PROJECT

SEAL



DATE: 10/12/2016

GENERAL NOTES:

CTG Project Number: 15-022

Drawn By: S.K.

Checked By: T.M.

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

File Path:

\\jag\2015_04\2015_022\15-022 north lake (04)\04-16 northlake\proj\0201-external\sheet\15-022.dwg

SHEET TITLE:

EXTERIOR ELEVATION
RIGHT-LEFT

SHEET NUMBER:

A-201

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Site Plan for Popeye's Restaurant & Retail Space (SP-16-007)

Purpose: Consider approval of a Site Plan for Popeye's Restaurant & Retail Space, a proposed 5,645 square-foot restaurant and retail space on 1.2085 acres, known as Lot 2, Block 3, Texas Speedway Centre, located on the south side of Pit Stop Lane between the IH 35W Service Road and Raceway Drive at 13620 Raceway Drive, and zoned Mixed-Use Planned Development (MPD).

Owner: Wycliff-Speedway Ltd

Applicant/Developer: Sun Holdings/Pop Holdings, LLC

Architect: RGM Architects

Background and Existing Condition of the Property: The developer plans to build a 5,645 square-foot building to be occupied by a 3,222 square-foot Popeye's Restaurant with drive-thru, and the remaining 2,423 square feet will be available for lease for use in accordance with the zoning requirements. The subject property is currently a vacant, platted lot within the Texas Speedway Centre development, bounded by Pit Stop Lane on the north, Raceway Drive on the east, a drainage channel on the south, and the IH 35W Service Road on the west.

Staff Analysis:

Land Use: The property is zoned Mixed-Use Planned Development (MPD) which lists "restaurants including carry out, drive through service, and dine in" as a permitted use. "Retail" and "office" are also listed as permitted uses and most likely for the remaining 2,423 square-foot space.

Access: Access to the site will be provided from two driveway access points, one on Pit Stop Lane and the other on Raceway Drive. Due to TxDOT driveway spacing requirements, no direct driveway access is permitted from the IH 35W Service Road.

Parking: The UDC requires one space per 150 square feet of seating or waiting area for fast food restaurants. The 1,133 square feet of seating area proposed requires a minimum of 8 parking spaces. Retail/Commercial and Office uses require a

minimum of one space per 250 square feet. A minimum of 9 spaces is required to serve the retail/office space. A minimum of 17 parking spaces is required to serve all the proposed uses. 28 parking spaces are provided on the site plan.

***Fencing, Lighting,
and Signage:***

No fencing is proposed on the site plan. An 8-foot tall masonry screening wall to match the building is proposed to enclose the dumpster. A pole sign location is shown on the site plan near the southwest corner of the site off IH 35W, and building signs are shown on the building elevations which appear to meet the requirements of the MPD. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the MPD and/or UDC at time of permitting.

Landscaping:

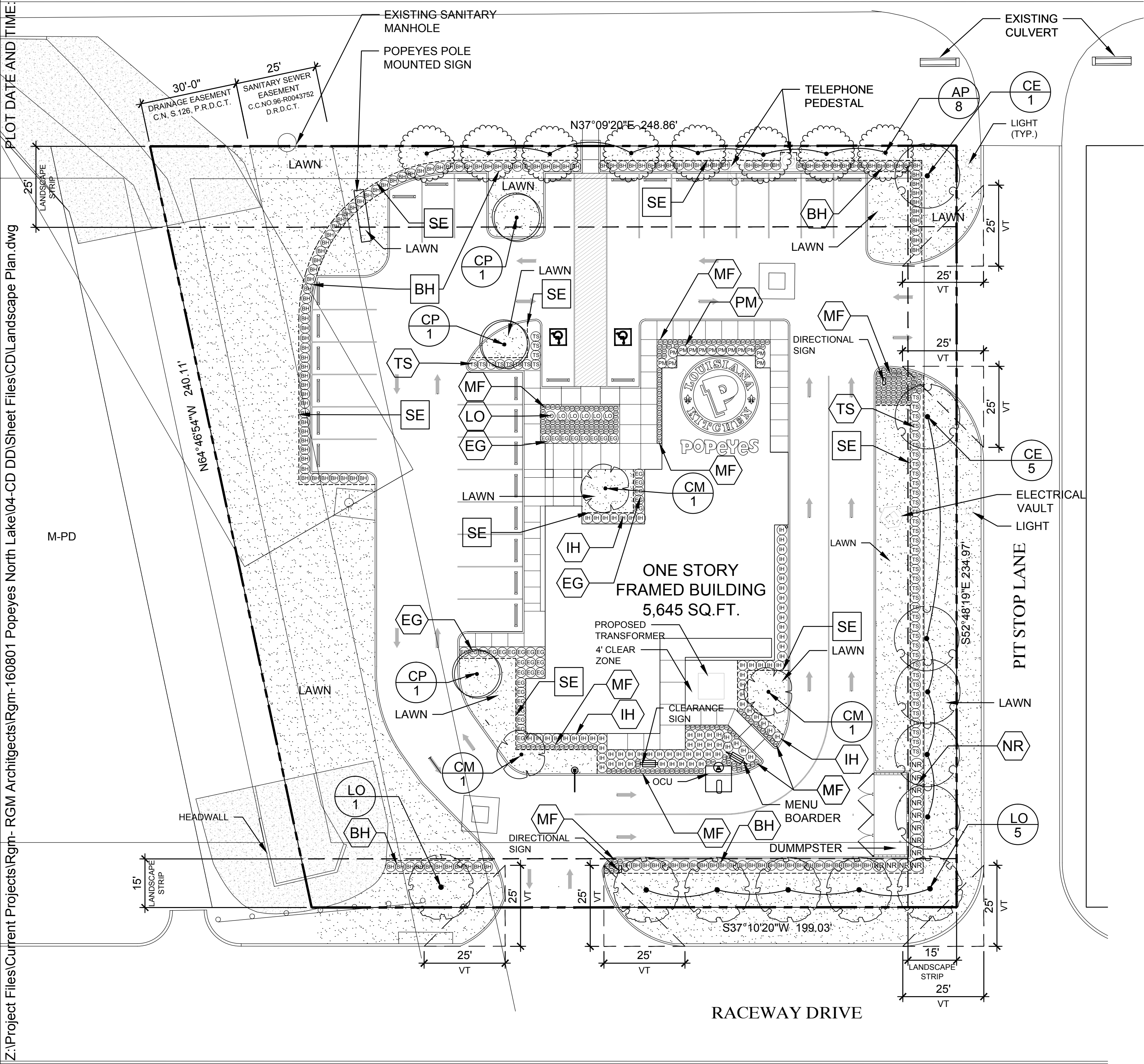
Detailed landscape plans have been provided showing landscaping meeting and exceeding the requirements of the MPD. There are no existing trees on the site, but 26 trees will be planted as shown on the landscape plans.

Building Elevations:

Architectural elevations of the restaurant are provided showing all four sides of the proposed building. The building elevations appear to comply with the requirements of the MPD.

Staff Findings: Staff has reviewed the site plan package and finds it meets or exceeds all applicable requirements of the Mixed-Use Planned Development (MPD) zoning and the Unified Development Code (UDC). Staff finds the site plan acceptable for approval as submitted.

FILE NAME AND PATH: Z:\Project Files\Current Projects\Rgm- RGM Architects\North Lake\04-CD DD\Sheet Files\CD\Landscap Plan.dwg PLOT DATE AND TIME: 10/19/2016 5:36 PM



LANDSCAPE TABULATION

TREE SURVEY: NO EXISTING TREE ON SITE

LANDSCAPE BUFFER REQUIREMENT			
STREET BUFFER	LANDSCAPE STRIP LINEAR FEET	REQUIRED SHADE TREE QUANTITY	PROPOSED SHADE TREE QUANTITY
PUBLIC ST. FRONTAGES			
ONE (1) SHADE TREE PER 36 FEET O.C.			
INTERSTATE 35W SERVICE ROAD	249	8	8
25 FEET LINEAR LS			
PIT STOP LANE	235	7	7
15 FEET LINEAR LS			
RACEWAY DRIVE	199	6	6
15 FEET LINEAR LS			

INTERIOR PARKING AREAS LANDSCAPING				
PARKING LOT SCREENING FROM A STREET RIGHT-OF-WAY				
A CONTINUOUS HEDGE OF EVERGREEN SHRUBS SHALL BE PROVIDED TO SCREEN THOSE AREAS FROM THE STREET				
SHRUBS: MIN. TEN (10) GALLON SIZE AT PLANTING WITH A MINIMUM MATURE HEIGHT OF THREE (3) FEET, THREE (3) FEET O.C.				
STREET NAME	STREET RIGHT OF WAY LINEAR FEET	REQUIRED SCREENING LF	REQUIRED SHRUBS QUANTITY	PROPOSED SHRUBS QUANTITY
INTERSTATE 35W SERVICE ROAD	249	191	64	64
PIT STOP LANE	235	186	62	110
RACEWAY DRIVE	199	132	44	48
PLANTING ISLAND				
ONE (1) SHADE TREE (2 1/2 INCH CALIPER) FOR EACH TEN (10) PARKING SPACES				
A MINIMUM OF NINE (9) FEET WIDE AND TWENTY (20) FEET DEEP PLANTING AREA PER TREE				
PROPOSED PARKING SPACES QUANTITY	REQUIRED PLANTING ISLAND QUANTITY	PROPOSED PLANTING ISLAND QUANTITY	REQUIRED 8% CANOPY TREES QUANTITY	PROPOSED CANOPY TREES QUANTITY
30	3	5	3	3
OPEN SPACE		TOTAL PARKING AREA * SQ FT		PROPOSED OPEN SPACE SQ FT
INTERIOR PARKING LOT LANDSCAPING SHALL INCLUDE A MINIMUM EIGHT PERCENT (8%) OPEN SPACE		22,624		5799
		REQUIRED OPEN SPACE SQ FT		
		1,810		

* TOTAL PARKING AREA: THE SUM OF THE SQUARE FOOTAGE OF PARKING SPACES, PLANTING ISLANDS, CURBED AREAS AND ALL INTERIOR DRIVEWAYS AND AISLES.

FOUNDATION PLANTING			
EXPOSED SECTIONS OF BUILDING WALLS THAT ARE IN HIGH-USE OF HIGH-VISIBILITY AREAS OF THE BUILDING EXTERIOR SHALL HAVE PLANTING BEDS AT LEAST FIVE (5) FEET WIDE PLACED DIRECTLY ALONG AT LEAST FIFTY PERCENT (50%) OF SUCH WALLS.			
STREET NAME	BUILDING EXTERIOR FACING STREET LINEAR FEET	REQUIRED 50% PLANTING LINEAR FEET	PROPOSED PLANTING LINEAR FEET
INTERSTATE 35W SERVICE ROAD	81	41	61
PIT STOP LANE	122	61	88
RACEWAY DRIVE	80	40	50

- LEGEND
- XX TREE SYMBOL
 - X TREE QUANTITY
 - XX SHRUB / GRASS SYMBOL
 - LAWN
 - MULCH
 - PROPERTY LINE
 - BUFFER LINE
 - STEEL EDGING
 - VT VISIBILITY TRIANGLE



BERKENBILE
LANDSCAPE ARCHITECTS

DALLAS OFFICE
2001 N LAMAR ST. SUITE 280
DALLAS, TX 75202
(214) 922-9946

SOUTHLAKE OFFICE
2355 JOHNSON RD
SOUTHLAKE, TX 76092
(817) 379-9853

OWNER INFORMATION			VICINITY MAP LOCATION
Wycliff Speedway, Ltd. 3626 N. Hall Street Dallas, Texas 75219 Voice: 214.522.9922 Fax: 214.522.9295			
DATED ISSUED - OCTOBER 21, 2016			
REVISIONS			
No.	DATE	DESCRIPTION	

1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.

SHEET TITLE

LANDSCAPE PLAN

SHEET NUMBER

L-1



RGM ARCHITECTS
2001 N. LAMAR STREET, SUITE 280
DALLAS, TEXAS 75202
VOICE - 214.963.6690
WWW.RGMARCHITECTS.COM

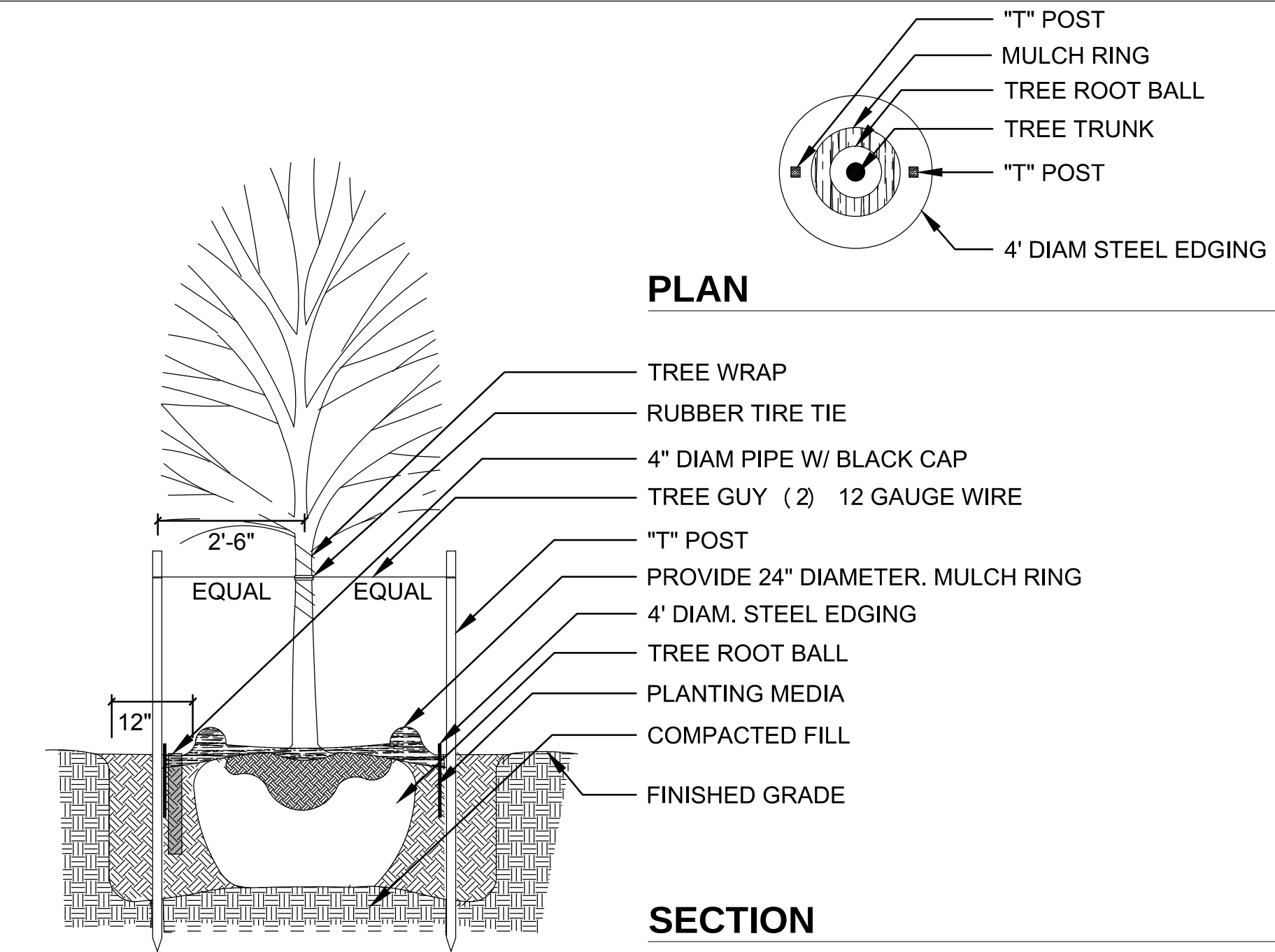


NEW POPEYES CHICKEN & BISCUITS RESTAURANT AND RETAIL SPACE

FILE NAME AND PATH: Z:\Project Files\Current Projects\Rgm- RGM Architects\Projects\Rgm- 160801 Popeyes North Lake\04-CD DD\Sheet Files\CD\Landscape Plan.dwg

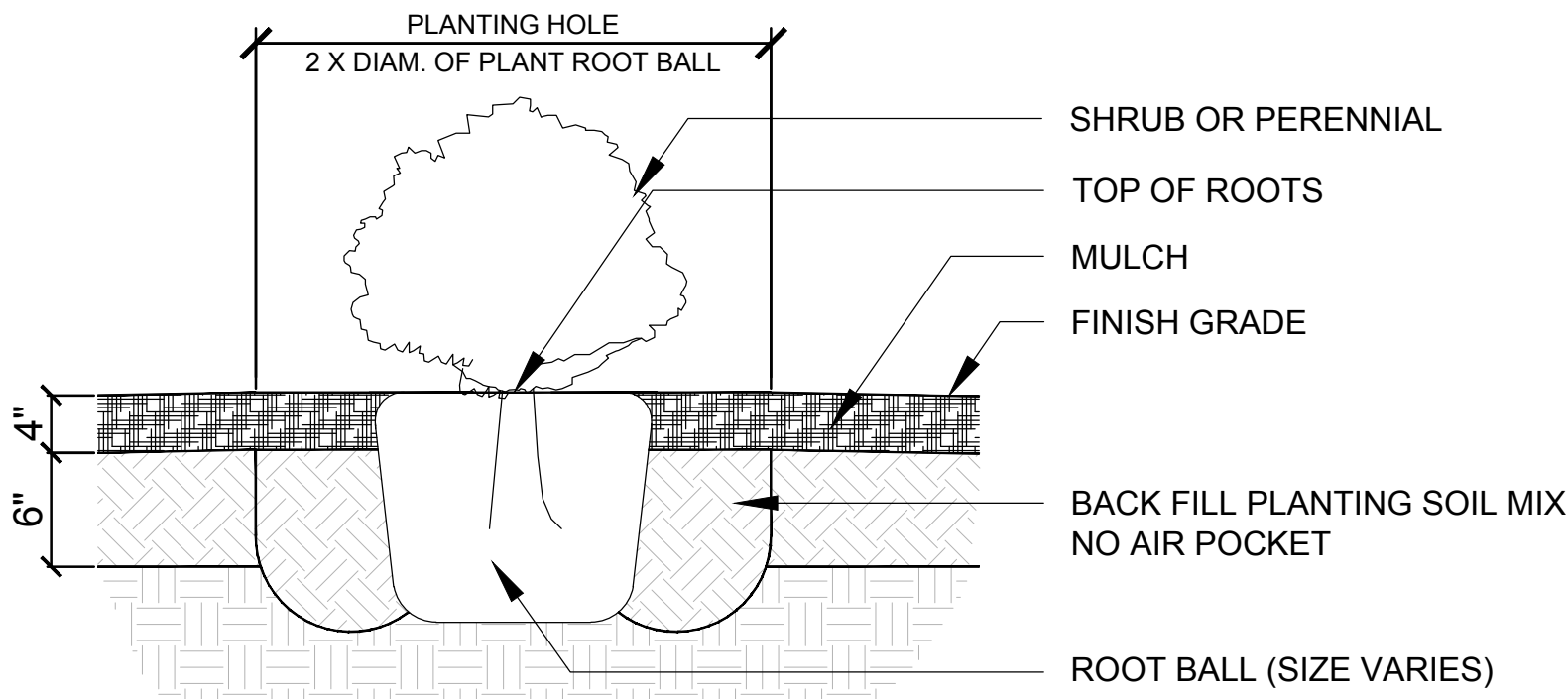
PLOT DATE AND TIME: 10/19/2016 5:10 PM

1 TREE PLANTING IN LAWN WITH 4' DIAMETER STEEL EDGING

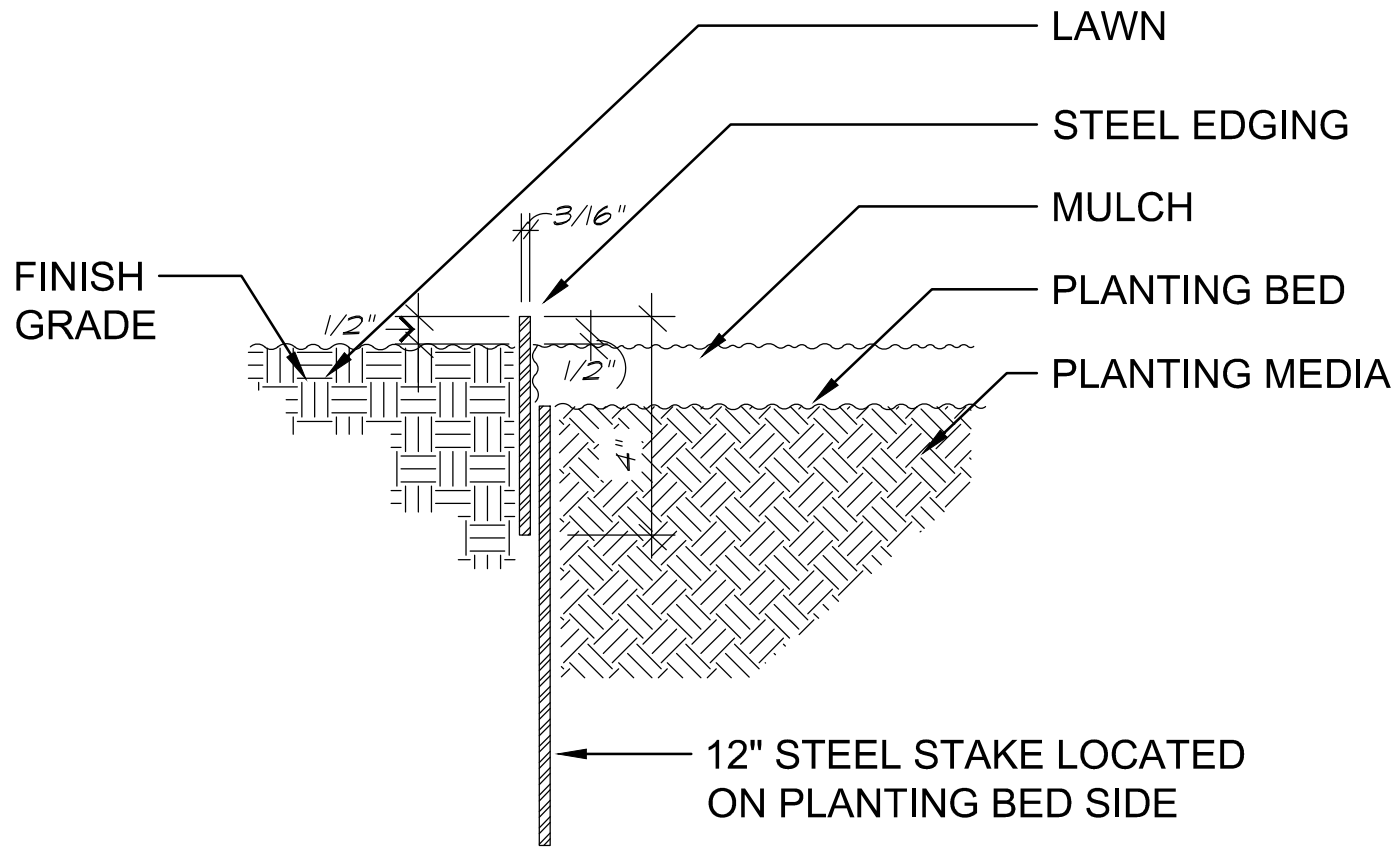


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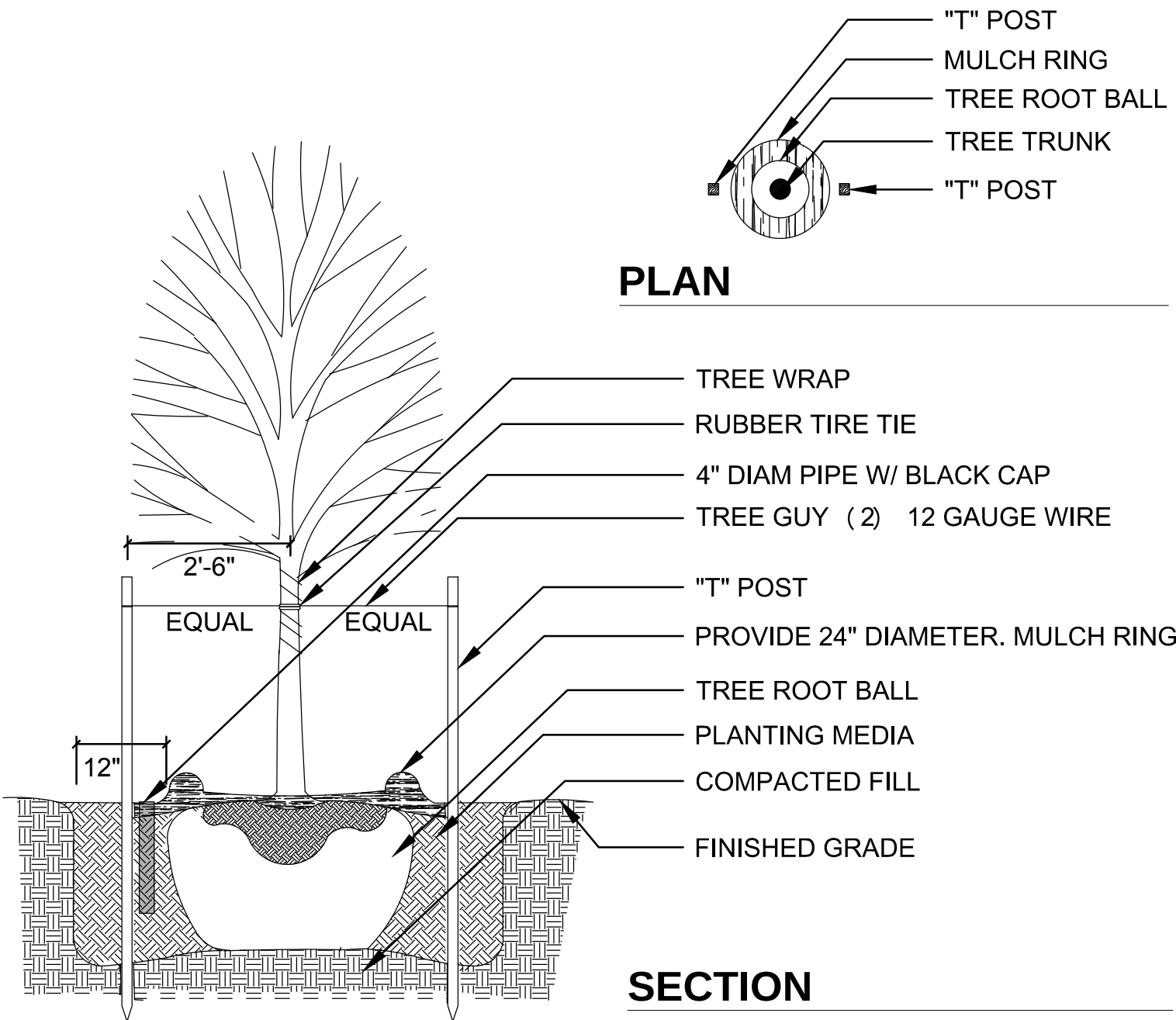
3 SHRUB PLANTING DETAIL



5 STEEL EDGING DETAIL

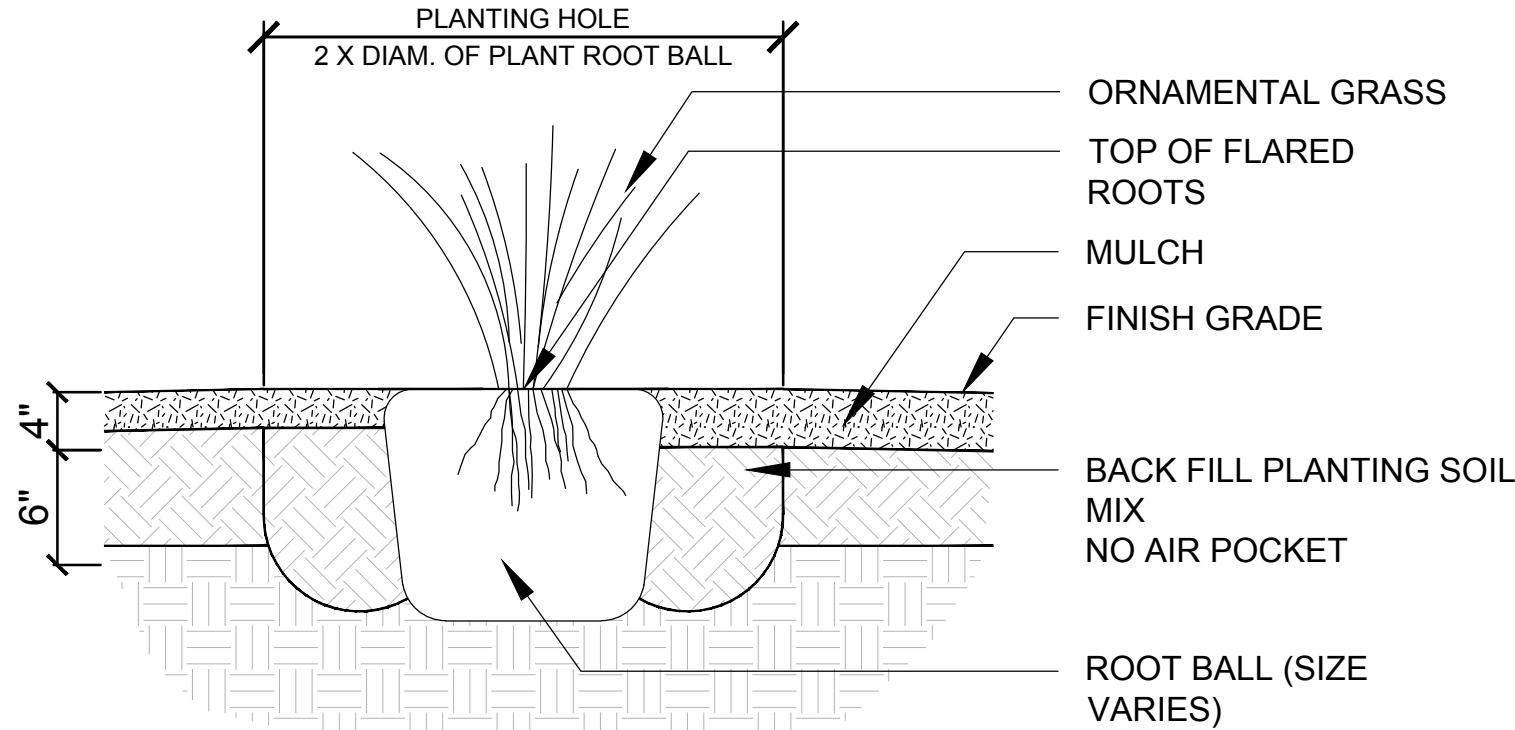


2 TREE PLANTING IN MULCH

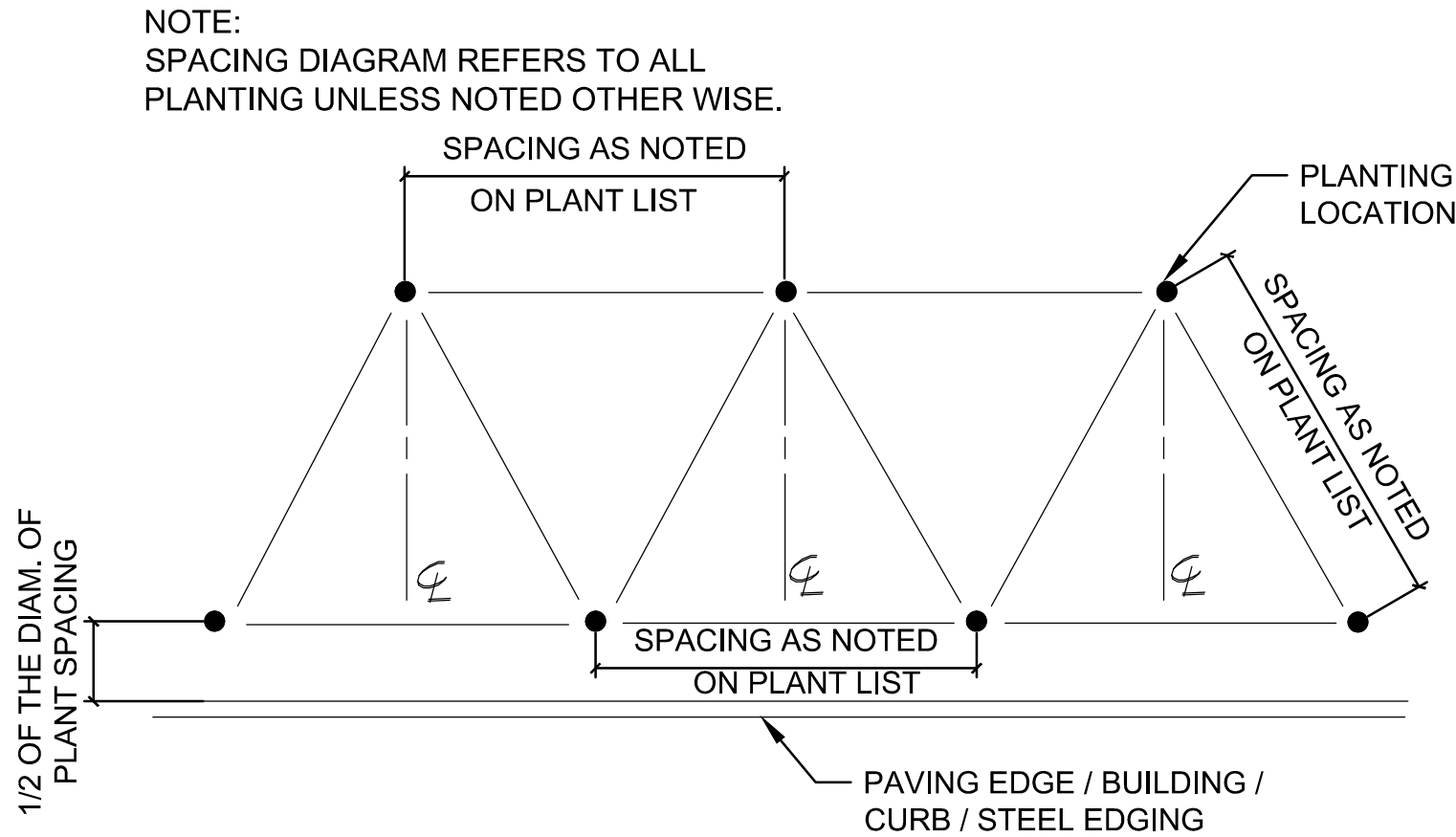


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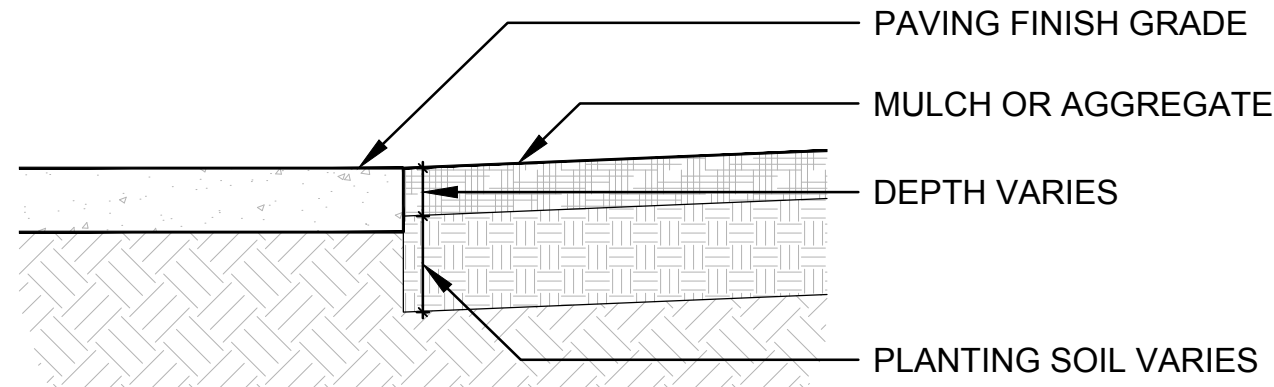
4 GRASS PLANTING DETAIL



6 TRIANGULAR SPACING



7 BED AT EDGE OF PAVING



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DALLAS OFFICE
2001 N Lamar St, Suite 290
Dallas, TX 75202
(214) 922-9946

SOUTHLAKE OFFICE
2355 Johnson Rd
Southlake, TX 76092
(817) 379-9853

OWNER INFORMATION		
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DATED ISSUED - OCTOBER 21, 2016		
REVISIONS		
No.	DATE	DESCRIPTION



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SHEET TITLE

LANDSCAPE DETAILS



SHEET NUMBER

L-2

LANDSCAPE NOTES

1. CONTRACTOR SHALL ADHERE TO TOWN OF NORTHLAKE CONSTRUCTION REQUIREMENTS INCLUDING BUT NOT LIMITED TO ANY PERMITS, INSPECTIONS, AND METHODS OF MATERIAL INSTALLATION.
2. CONTRACTOR SHALL ADHERE TO ALL AGENCY REQUIREMENTS MEANS AND METHODS OF CONSTRUCTION.
3. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITIES ABOVE AND BELOW GRADE, AS WELL AS FINDING OUT EACH COMPANY'S RESTRICTIONS ON WORKING WITHIN THEIR EASEMENTS AND UTILITY LINES PRIOR TO COMMENCING CONSTRUCTION.
4. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING IMPROVEMENTS AND TO NOT DISTURB THOSE THAT ARE OUTSIDE OF THE SCOPE OF WORK. ANY STRUCTURES THAT ARE TO REMAIN WITHIN THE SCOPE OF WORK AREA SHALL NOT BE DAMAGED. PHOTOGRAPHS AND NOTES SHOULD BE MADE FOR ANY EXISTING DAMAGED CONDITIONS PRIOR TO COMMENCING CONSTRUCTION AND DISTRIBUTED TO OWNERS REPRESENTATIVE.
5. A LANDSCAPE IRRIGATION PLAN SHALL BE PREPARED PRIOR TO LANDSCAPE CONSTRUCTION AND WILL BE DESIGNED BY A TEXAS LICENSED IRRIGATION DESIGNER. ALL PLANTING AREAS SHALL BE IRRIGATED WITH AN AUTOMATIC IRRIGATION SYSTEM WITH A FREEZE AND RAIN SENSOR. THE SYSTEM SHALL BE DESIGNED TO MEET THE TOWN OF NORTHLAKE AND THE STATE OF TEXAS IRRIGATION REQUIREMENTS. THE IRRIGATION INSTALLER SHALL BE A STATE OF TEXAS LICENSED IRRIGATION DESIGNER.
6. CONTRACTOR SHALL NOTIFY OWNERS REPRESENTATIVE IF THERE ARE ANY WATER RESTRICTIONS AND WHAT IF ANY IMPACT THIS MAY HAVE ON THE INSTALLATION OF PLANT MATERIAL.
7. QUANTITIES SHOWN IN PLANT LIST FOR PLANT MATERIAL AREA PROVIDED AS A COURTESY FOR THE CONTRACTOR. CONTRACTOR SHALL VERIFY PRIOR TO BIDDING THAT THE QUANTITY WILL COVER THE SPECIFIED AREAS AT THE SPACING STATED IN THE PLANT LIST UNDER THE REMARKS COLUMN. IF THERE IS A DIFFERENCE, THE CONTRACTOR SHALL MAKE NOTE ON THEIR BID AND SHOW THE ADDED OR REDUCED COST.
8. CONTRACTOR SHALL ESTABLISH SOURCES FOR ALL PLANT MATERIAL ON PLANT LIST WHEN BIDDING PROJECT. NO PLANTS SUBSTITUTIONS.
9. CONTRACTOR SHALL BECOME FAMILIAR WITH THE DRAWINGS FOR THIS PROJECT PRIOR TO INSTALLATION.
10. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ADVISE THE OWNERS REPRESENTATIVE OF ANY CONDITION FOUND ON-SITE WHICH PROHIBITS INSTALLATION AS SHOWN ON THESE PLANS.
11. ALL NEW PLANTING BEDS SHALL HAVE A MINIMUM SIX (6") INCHES OF BED PREPARATION.
12. LAWN AREA SHALL HAVE FERTILE AND CLEAN TOP SOIL TILLED 4" DEEP.
13. GRADING IN PLANTING BEDS SHALL BE SMOOTH AND PROVIDE POSITIVE DRAINAGE.
14. CONTRACTOR SHALL STAKE OUT LOCATION OF ALL TREES, AND SHRUBS FOR APPROVAL BY OWNERS REPRESENTATIVE PRIOR TO PLANTING.
15. MULCHING OF SHRUB AND ANY GROUND COVER AREAS SHALL HAVE 3 INCHES OF SHREDDED HARDWOOD MULCH.
16. LANDSCAPED AREAS SHALL BE KEPT FREE OF TRASH, LITTER, WEEDS, AND OTHER SUCH MATERIAL OR PLANTS NOT A PART OF THE LANDSCAPING.
17. THE PROPERTY OWNER, TENANT AND ANY AGENT THEREOF SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE MAINTENANCE OF ALL LANDSCAPING MATERIALS IN GOOD CONDITION AT ALL TIMES SO AS TO PRESENT A HEALTHY, NEAT AND ORDERLY APPEARANCE. ANY LANDSCAPING MATERIAL THAT DIES SHALL BE REPLACED WITH HEALTHY MATERIAL WITHIN A REASONABLE TIME. ALL LANDSCAPED AREAS SHALL BE CONTINUOUSLY MAINTAINED FREE OF WEEDS, DEBRIS AND LITTER. WEEDS AND NATURAL UNCULTIVATED GRASS SHALL NOT BE CONSIDERED LANDSCAPING.
18. LANDSCAPE, UTILITY AND TRAFFIC PLANS SHALL BE COORDINATED. THE FOLLOWING LIST SETS FORTH MINIMUM DIMENSION REQUIREMENTS FOR THE MOST COMMON TREE/UTILITY AND TRAFFIC-CONTROL DEVICE SEPARATIONS. EXCEPTIONS TO THESE REQUIREMENTS MAY OCCUR WHERE UTILITIES OR TRAFFIC-CONTROL DEVICES ARE NOT LOCATED IN THEIR STANDARD DESIGNATED LOCATIONS, AS APPROVED BY THE TOWN ADMINISTRATOR OR HIS/HER DESIGNEE. TREE/UTILITY AND TRAFFIC-CONTROL DEVICE SEPARATIONS SHALL NOT BE USED AS A MEANS OF AVOIDING THE PLANTING OF REQUIRED STREET TREES.

i) FORTY (40) FEET BETWEEN SHADE TREES AND STREETLIGHTS. FIFTEEN (15) FEET BETWEEN ORNAMENTAL TREES AND STREETLIGHTS.

ii) TWENTY (20) FEET BETWEEN SHADE AND/OR ORNAMENTAL TREES AND TRAFFIC-CONTROL SIGNS AND DEVICES.

iii) TEN (10) FEET BETWEEN TREES AND WATER OR SEWER MAINS.

iv) SIX (6) FEET BETWEEN TREES AND WATER OR SEWER SERVICE LINES.

v) FOUR (4) FEET BETWEEN TREES AND GAS LINES.

PLANT LIST

SYM	COMMON NAME	BOTANICAL NAME	QTY	SIZE	HEIGHT	SPREAD	ROOT BALL	REMARKS
CANOPY TREES								
CE	CEDAR ELM	ULMUS CRASSIFOLIA	6	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
CP	CHINESE PISTACHE	PISTACIA CHINENSIS	3	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
LO	SOUTHERN LIVE OAK	QUERXUS VIRGINIANA	6	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
AP	ARISTOCRAT PEAR	PYRUS CALLERYANA 'ARISTOCRAT'	8	3" CAL.	10'-12'	8'-10'	B & B	SINGLE TRUNK, FULL AND MATCHED
ORNAMENTAL TREES								
CM	GRAPE MYRTLE	LAGERSTROEMIA INDICA	3	2-1/2" CAL.	N/A	6'-8'	30GAL	MULTI-TRUNK, 3 CANES MAXIMUM
SHRUBS								
EG	EDWARD GOUCHER ABELIA	ABELIA 'EDWARD GOUCHER'	35	N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA. SPACED
BH	DWARF BURFORD HOLLY	ILEX CORNUTA 'BURFORDII NANA'	139	N/A	36"	24"	10 GAL	FULL & MATCHED, 36" O.C. TRIA. SPACED
IH	INDIAN HAWTHORN	RAPHIOLEPSIS INDICA	80	N/A	24"	24"	5 GAL	FULL & MATCHED, 36" O.C. TRIA. SPACED
NR	NELLIE R. STEVENS HOLLY	ILEX x 'NELLIE STEVENS'	12	N/A	36"	36"	10 GAL	FULL & MATCHED, 48" O.C. SINGLE ROW
LO	LOROPETALUM	LOROPETALUM	6	N/A	18"	18"	5 GAL	FULL & MATCHED, 36" O.C. SINGLE ROW
TS	TEXAS SAGE	LEUCOPHYLLUM FRUTESCENS	49	N/A	24"	24"	10 GAL	FULL & MATCHED, 36" O.C. SINGLE ROW
GRASSES								
MF	MEXICAN FEATHERGRASS	NASSELLA TENUISSIMA	261	N/A	12"	12"	1 GAL	FULL & MATCHED, 18" O.C. TRIA. SPACED
PM	PINK MIST MUHLY GRASS	MUHLENBERGIA CAPAILLARIS 'REGAL MIST'	13	N/A	24"	24"	3 GAL	FULL & MATCHED, 36" O.C. SINGLE ROW
LAWN								
LAWN	BERMUDA GRASS	CYNODON SPP.						SOLID SOD
MISCELLANEOUS								
MULCH	SHREDDED HARDWOOD MULCH							3 INCH DEPTH PLACE OVER FILTER FABRIC
SE	STEEL EDGING							3/16" THICK X 6" ONLY 1/2" EXPOSED ABOVE SOIL LINE

- * TREES PLANTED IN THE LANDSCAPING AREA SHALL BE AT LEAST SIX (6) FEET IN INITIAL HEIGHT PER CITY REQUIREMENT. HOWEVER CONTRACTOR SHALL SELECT PLANTS SIZES BASED ON SIZES SHOWN ON PLANT LIST.
- ** FOR SHRUBS MINIMUM CONTAINER SIZE IS USED UNDER ROOT BALL. HOWEVER PLANTS PLANTED SHALL MEET THE MINIMUM HEIGHT AS CALLED OUT IN THE PLANT LIST, WHICH COULD RESULT IN REQUIRING A LARGER CONTAINER SIZE TO MEET THE HEIGHT REQUIREMENT. THIS MAY REQUIRE A CONTAINER SIZE LARGER THAN THE ONES LISTED UNDER ROOT BALL.



BERKENBILE
LANDSCAPE ARCHITECTS

DALLAS OFFICE
2001 N Lamar St, Suite 290
Dallas, TX 75202
(214) 922-9946

SOUTHLAKE OFFICE
2355 Johnson Rd
Southlake, TX 76092
(817) 379-9853

OWNER INFORMATION

Wycliff Speedway, Ltd.
3626 N. Hall Street
Dallas, Texas 75219
Voice: 214.522.9922
Fax: 214.522.9295

DATED ISSUED - OCTOBER 21, 2016

REVISIONS

No.	DATE	DESCRIPTION

VICINITY MAP LOCATION

1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.

SHEET TITLE

LANDSCAPE
NOTES



RGM ARCHITECTS
2001 N. LAMAR STREET, SUITE 280
DALLAS, TEXAS 75202
VOICE - 214.563.6690
WWW.RGMARCHITECTS.COM



NEW POPEYES CHICKEN &
BISCUITS RESTAURANT
AND RETAIL SPACE

SHEET NUMBER

L-3

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM	BENJAMIN MOORE	PAINTED THREE PART STUCCO SYSTEM	#2158-30	DELIGHTFUL GOLDEN	185 Low Lustre
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM		PAINTED THREE PART STUCCO SYSTEM	#2068-10	EXOTIC RED	185 Low Lustre
EP-3	WAINSCOT BELOW ACCENT TRIM@REAR BLDG		PAINTED THREE PART STUCCO SYSTEM	#2107-20	MOCHA BROWN	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 1/2"x20" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
		BENJAMIN MOORE	28 1/2"x18" VINYL SHUTTERS (Building)	L76 - VINYL	UNFINISHED	030 - PAINTABLE
			PAINT	#2040-10	RAINFOREST FOLIAGE	170 Semi Gloss

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 8009	HUNTER GREEN	SMOOTH
EP-5 (ALT)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	#2040-10	RAINFOREST FOLIAGE	P-28 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YB5N	DARK BRONZE	21-28 DAYS
EP-6 (ALT)	STORE FRONT GLAZING			READY MIX	BRONZETONE	P-28 DTM Semi Gloss
EP-7	DUMPSTER WALLS / GATES	BENJAMIN MOORE	METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS		METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING	RM SAFETY YELLOW	P88-10
EP-9	ANTI-GRAFFITI	BENJAMIN MOORE	PAINT	ALIPHATIC ACRYLIC URETHANE	CLEAR GLOSS	M74-00/ M75 (2 COATS)
SW-1	STONE WAINSCOT	BORAL STONE	VERSETTA: SIMULATED STONE VENEER	LEDGESTONE	PLUMB CREEK	NON-OVERLAPPING
SG-1		QUIKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
SC-1	ABOVE WAINSCOT	BORAL STONE	VERSETTA: SIMULATED STONE CAP	LEDGE STONE	PLUMB CREEK	
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 8009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GAUGE PER LOCAL CODE REQUIREMENTS



02

NORTH EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



OWNER INFORMATION

Wycliff Speedway, Ltd.
3626 N. Hall Street
Dallas, Texas 75219
Voice: 214.522.9922
Fax: 214.522.9295

DATED ISSUED - SEPTEMBER 13, 2016

REVISIONS

No.	DATE	DESCRIPTION

VICINITY MAP LOCATION



1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.

SHEET TITLE

EXTERIOR
ELEVATIONS

SITE PLAN

of
POPEYE'S RESTAURANT & RETAIL SPACE
13620 Raceway Drive
Lot, Block 3, Texas Speedway Centre
Town of Northlake, Denton County, Texas
1.2085 Acres
Zoned Mixed-Use Planned Development (MPD)

SHEET NUMBER

A300



RGM ARCHITECTS
2001 N. LAMAR STREET, SUITE 280
DALLAS, TEXAS 75202
VOICE: 214.563.6690
WWW.RGMARCHITECTS.COM

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM	BENJAMIN MOORE	PAINTED THREE PART STUCCO SYSTEM	#2188-30	DELIGHTFUL GOLDEN	185 Low Lustre
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM		PAINTED THREE PART STUCCO SYSTEM	#2086-10	EXOTIC RED	185 Low Lustre
EP-3	WAINSCOT BELOW ACCENT TRIM/GREAR BLDG		PAINTED THREE PART STUCCO SYSTEM	#2107-20	MOCHA BROWN	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 1/2"x80" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
		BENJAMIN MOORE	25 1/2"x10" VINYL SHUTTERS (Building)	L7S - VINYL	UNFINISHED	030 - PAINTABLE
			PAIN	#2040-10	RAINFOREST FOLIAGE	170 Semi Gloss

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
EP-5 (ALT)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	#2040-10	RAINFOREST FOLIAGE	P-28 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YB5N	DARK BRONZE	21-28 DAYS
EP-6 (ALT)				READY MIX	BRONZETONE	P-28 DTM Semi Gloss
EP-7	DUMPSTER WALLS / GATES	BENJAMIN MOORE	METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS		METAL / ASPHALT / PAINT		SAFETY & ZONE ACRYLIC MARKING	RM SAFETY YELLOW P58-10
EP-9	ANTI-GRAFFITI	BENJAMIN MOORE	PAINT		ALIPHATIC ACRYLIC URETHANE	CLEAR GLOSS M74-00/ M75 (2 COATS)
SW-1	STONE WAINSCOT	BORAL STONE	VERBETTA; SIMULATED STONE VENEER	LEDGESTONE	PLUMB CREEK	NON-OVERLAPPING
SG-1		QUIKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
SC-1	ABOVE WAINSCOT	BORAL STONE	VERBETTA; SIMULATED STONE CAP	LEDGE STONE	PLUMB CREEK	
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GUAGE PER LOCAL CODE REQUIREMENTS



02 SOUTH EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



01 EAST EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

OWNER INFORMATION		
Wycliff Speedway, Ltd. 3626 N. Hall Street Dallas, Texas 75219 Voice: 214.522.9922 Fax: 214.522.9295		
DATED ISSUED - SEPTEMBER 13, 2016		
REVISIONS		
No.	DATE	DESCRIPTION



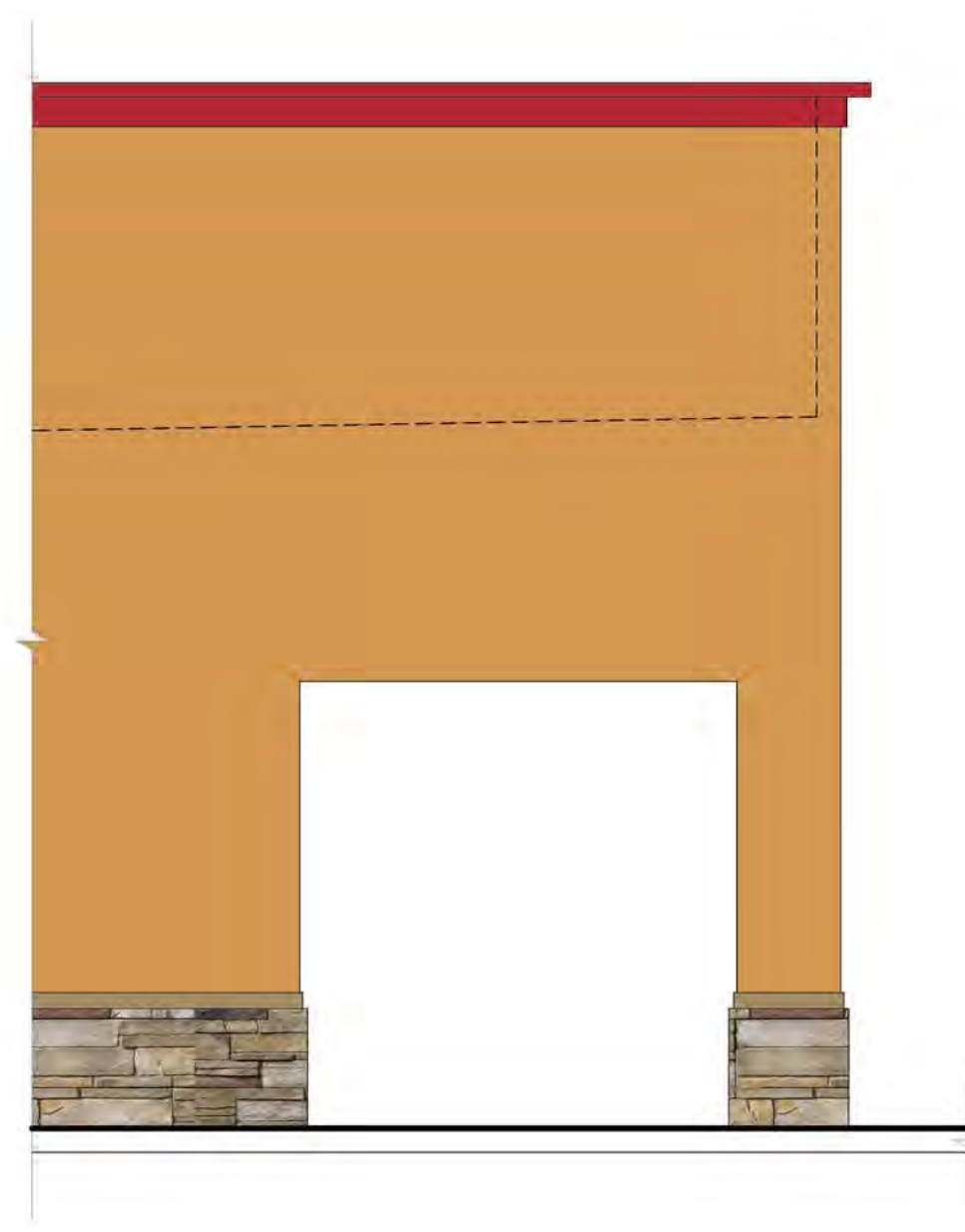
1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.

SHEET TITLE
EXTERIOR ELEVATIONS



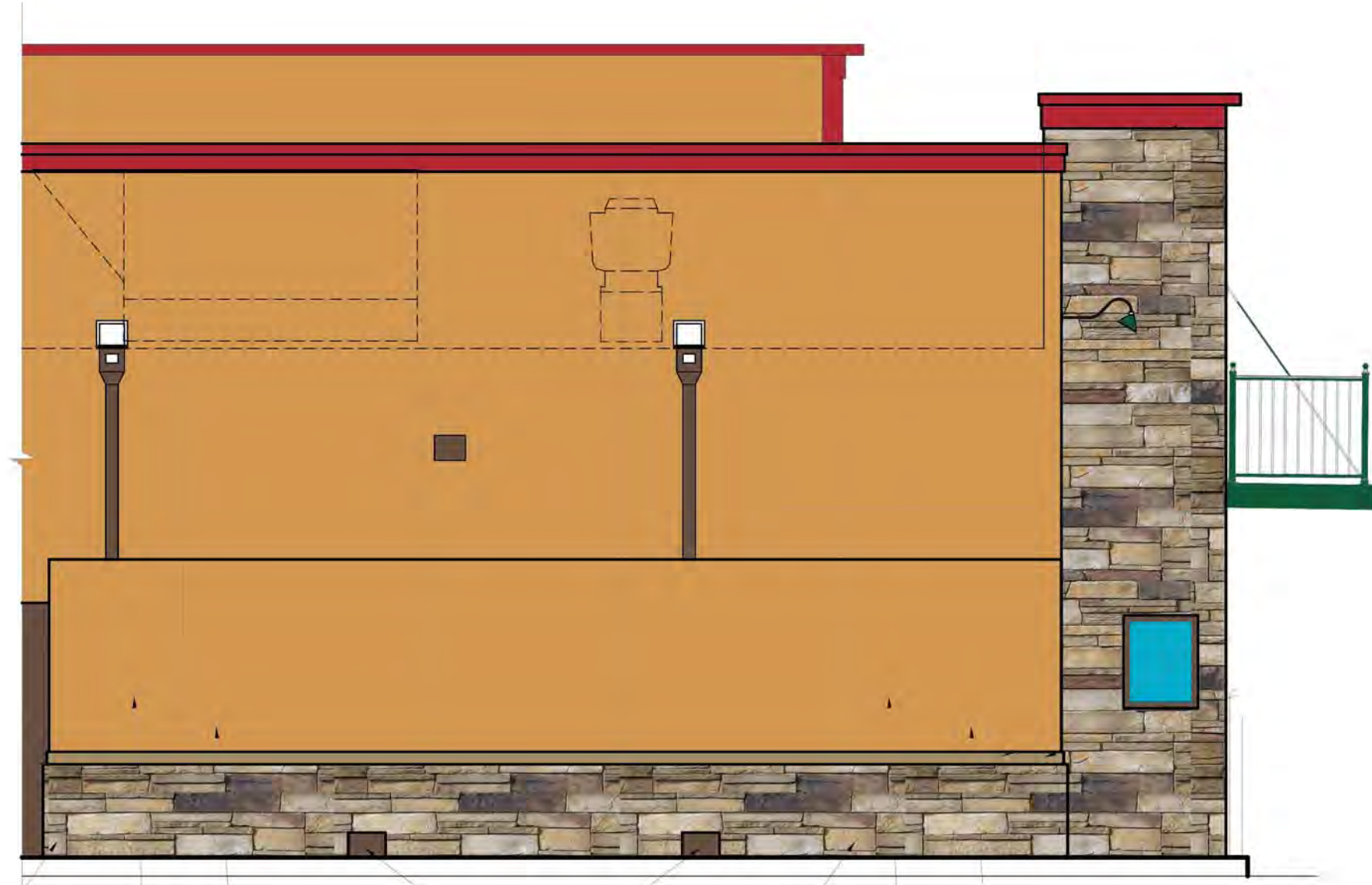
SITE PLAN
of
POPEYE'S RESTAURANT & RETAIL SPACE
13620 Raceway Drive
Lot, Block 3, Texas Speedway Centre
Town of Northlake, Denton County, Texas
1.2085 Acres
Zoned Mixed-Use Planned Development (MPD)

SHEET NUMBER
A301



01 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

02 EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"



03 ENCLOSURE WALL EXTERIOR ELEVATION
SCALE: 1/4" = 1'-0"

POPEYES LOUISIANA KITCHEN				EXTERIOR FINISH SCHEDULE		
NEW CONSTRUCTION AND REIMAGING				UPDATE: 11/24/2014		
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
EP-1	MAIN WALL SURFACE ABOVE WAINSCOT ACCENT TRIM	BENJAMIN MOORE	PAINTED THREE PART STUCCO SYSTEM	#2158-30	DELIGHTFUL GOLDEN	185 Low Lustre
EP-2	CROWN / WALL SURFACE ACCENT / WAINSCOT ACCENT TRIM		PAINTED THREE PART STUCCO SYSTEM	#2086-10	EXOTIC RED	185 Low Lustre
EP-3	WAINSCOT BELOW ACCENT TRIM@REAR BLDG		PAINTED THREE PART STUCCO SYSTEM	#2107-20	MOCHA BROWN	185 Low Lustre
EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	1 1/2"x80" VINYL SHUTTERS (Balcony)	12 - VINYL	UNFINISHED	030 - PAINTABLE
		BENJAMIN MOORE	25 1/2"x18" VINYL SHUTTERS (Building)	L78 - VINYL	UNFINISHED	030 - PAINTABLE
EP-5	D/T THRU WINDOW	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 9009	HUNTER GREEN	SMOOTH
EP-6 (ALT)	RAILING VENDOR / BENJAMIN MOORE	BENJAMIN MOORE	METAL / PAINT	#2040-10	RAINFOREST FOLIAGE	P-29 DTM Semi Gloss
EP-8 (ALT)	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#Y88N	DARK BRONZE	21-28 DAYS
EP-9 (ALT)	STORE FRONT GLAZING		READY MIX		BRONZETONE	P-29 DTM Semi Gloss
EP-7	DUMPSTER WALLS / GATES	BENJAMIN MOORE	METAL / PAINT	#2107-20	MOCHA BROWN	185 Low Lustre
EP-8	BOLLARDS		METAL / ASPHALT / PAINT	SAFETY & ZONE ACRYLIC MARKING	RM SAFETY YELLOW	P58-10
EP-9	ANT- GRAFFITI	BENJAMIN MOORE	PAINT	ALIPHATIC ACRYLIC URETHANE	CLEAR GLOSS	M74-00 / M78 (2 COATS)
SW-1	STONE WAINSCOT	BORAL STONE	VERSETTA: SIMULATED STONE VENEER	LEDGESTONE	PLUMB CREEK	NON-OVERLAPPING
SG-1	QUICKRETE	QUICKRETE	VENEER STONE MORTAR	POLYMER MODIFIED	MOCHA BROWN	1137-85
SC-1	ABOVE WAINSCOT	BORAL STONE	VERSETTA: SIMULATED STONE CAP	LEDGE STONE	PLUMB CREEK	
G-1	AWNING GRATE (OPT.)	AWNING SUPPLIER	METAL / POWDER COAT	RAL 9009	HUNTER GREEN	SMOOTH
C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GAUGE PER LOCAL CODE REQUIREMENTS



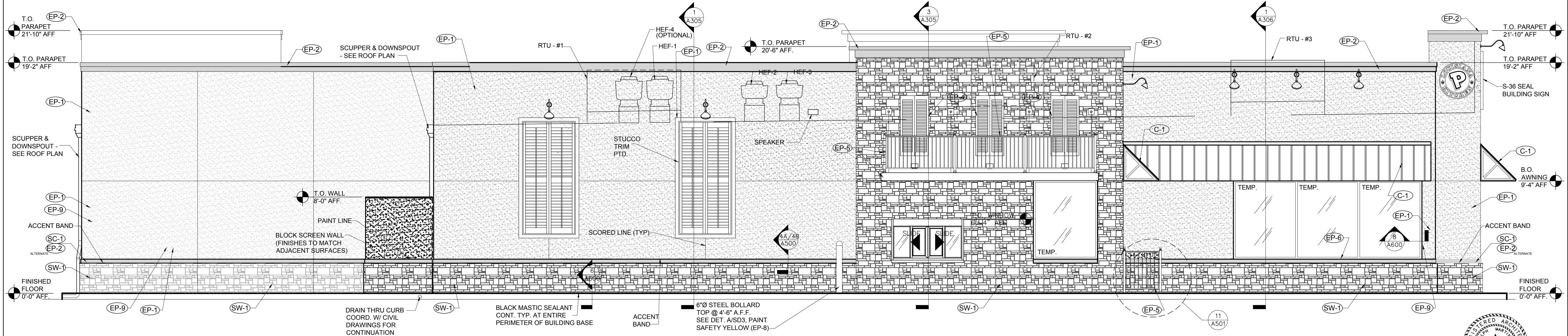
OWNER INFORMATION		
Wycliff Speedway, Ltd. 3626 N. Hall Street Dallas, Texas 75219 Voice: 214.522.9922 Fax: 214.522.9295		
DATED ISSUED - SEPTEMBER 13, 2016		
REVISIONS		
No.	DATE	DESCRIPTION

VICINITY MAP LOCATION	
	

1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.		SHEET TITLE EXTERIOR ELEVATIONS
 RGM ARCHITECTS 2001 N. LAMAR STREET, SUITE 280 DALLAS, TEXAS 75202 VOICE: 214.563.6690 WWW.RGMARCHITECTS.COM		SHEET NUMBER A302
SITE PLAN of POPEYE'S RESTAURANT & RETAIL SPACE 13620 Raceway Drive Lot, Block 3, Texas Speedway Centre Town of Northlake, Denton County, Texas 1.2085 Acres Zoned Mixed-Use Planned Development (MPD)		

POPEYES LOUISIANA KITCHEN			EXTERIOR FINISH SCHEDULE			
NEW CONSTRUCTION AND REIMAGING			UPDATE: 11/24/2014			
Mark	Location	Supplier / Manuf.	Material	Specification	Color	Finish / Notes
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EP-4	SHUTTERS	SHUTTERCONTRACTOR.COM	14 1/2"x60" VINYL SHUTTERS (Balcony)	L2 - VINYL	UNFINISHED	030 - PAINTABLE
		BENJAMIN MOORE	25 1/2"x119" VINYL SHUTTERS (Building)	L7S - VINYL	UNFINISHED	030 - PAINTABLE
			PAINT	#2040-10	RAINFOREST FOLIAGE	170 Semi Gloss

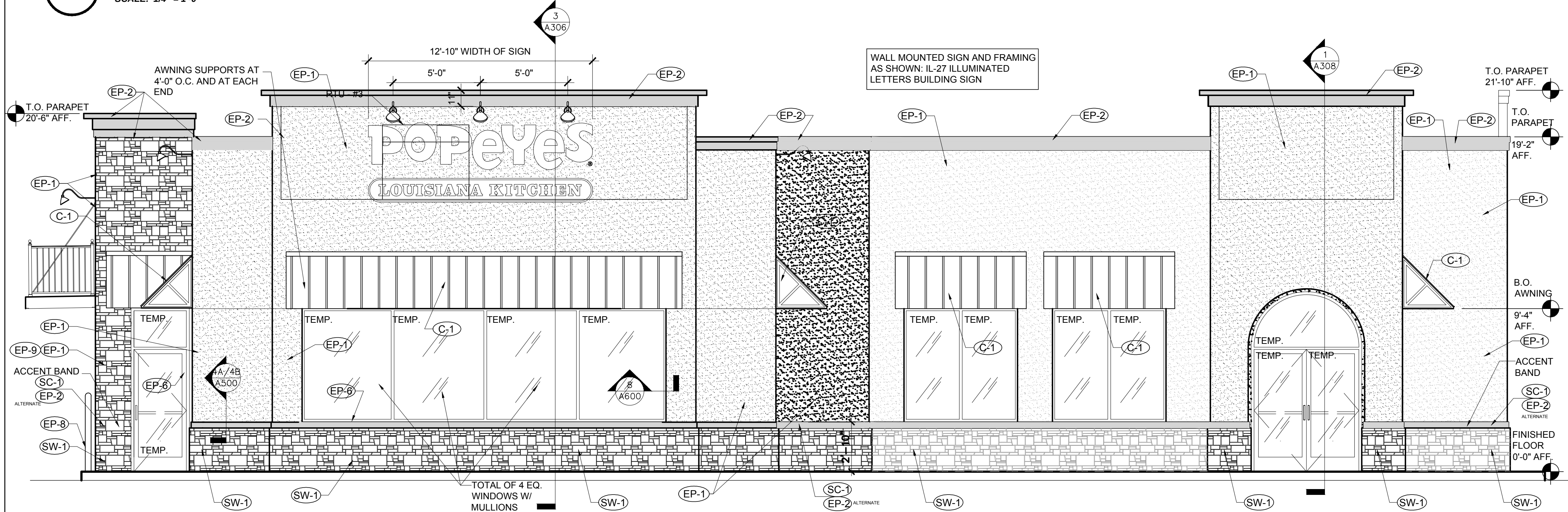
POPEYES LOUISIANA KITCHEN			EXTERIOR FINISH SCHEDULE			
NEW CONSTRUCTION AND REIMAGING			UPDATE: 11/24/2014			
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EP-5 (ALT.)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	#2040-10	RAINFOREST FOLIAGE	P-29 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YBSN	DARK BRONZE	21-28 DAYS
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02

NORTH EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



OWNER INFORMATION

Wycliff Speedway, Ltd.
3626 N. Hall Street
Dallas, Texas 75219
Voice: 214.522.9922
Fax: 214.522.9295

DATED ISSUED - SEPTEMBER 13, 2016

REVISIONS

No.	DATE	DESCRIPTION
1	10-21-16	RESPONSE TO CITY COMMENTS

VICINITY MAP LOCATION



1.2085 ACRES OF LAND BEING ALL OF LOT 2, BLOCK 3, TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS AS RECORDED IN CABINET N, SLIDE 126, PLAT RECORDS OF DENTON COUNTY, TEXAS AND BEING CONVEYED TO MOTOR SPEEDWAY PARTNERS, LTD. A TEXAS LIMITED PARTNERSHIP AS RECORDED IN C.C. # 96-0066345, DEED RECORDS OF DENTON COUNTY, TEXAS.

SHEET TITLE

EXTERIOR ELEVATIONS



RGM ARCHITECTS
2001 N. LAMAR STREET, SUITE 280
DALLAS, TEXAS 75202
VOICE - 214.963.6690
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SITE PLAN

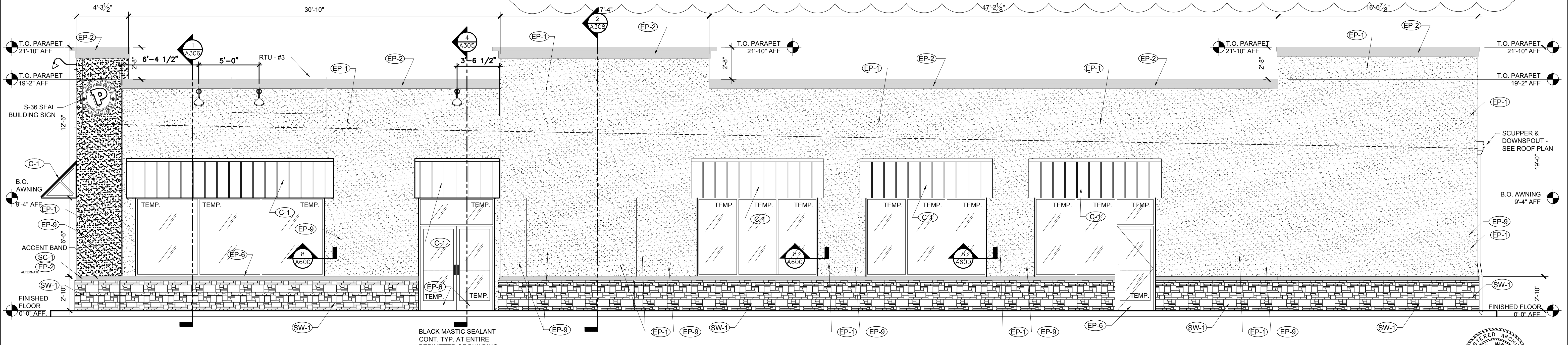
of
POPEYE'S RESTAURANT & RETAIL SPACE
13620 Raceway Drive
Lot, Block 3, Texas Speedway Centre
Town of Northlake, Denton County, Texas
1.2085 Acres
Zoned Mixed-Use Planned Development (MPD)

SHEET NUMBER

A300

POPEYES LOUISIANA KITCHEN			EXTERIOR FINISH SCHEDULE			
NEW CONSTRUCTION AND REIMAGING			UPDATE: 11/24/2014			
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		BENJAMIN MOORE	25 1/2"x19" VINYL SHUTTERS (Building)	L7S - VINYL	UNFINISHED	030 - PAINTABLE
			PAINT	#2040-10	RAINFORREST FOLIAGE	170 Semi Gloss

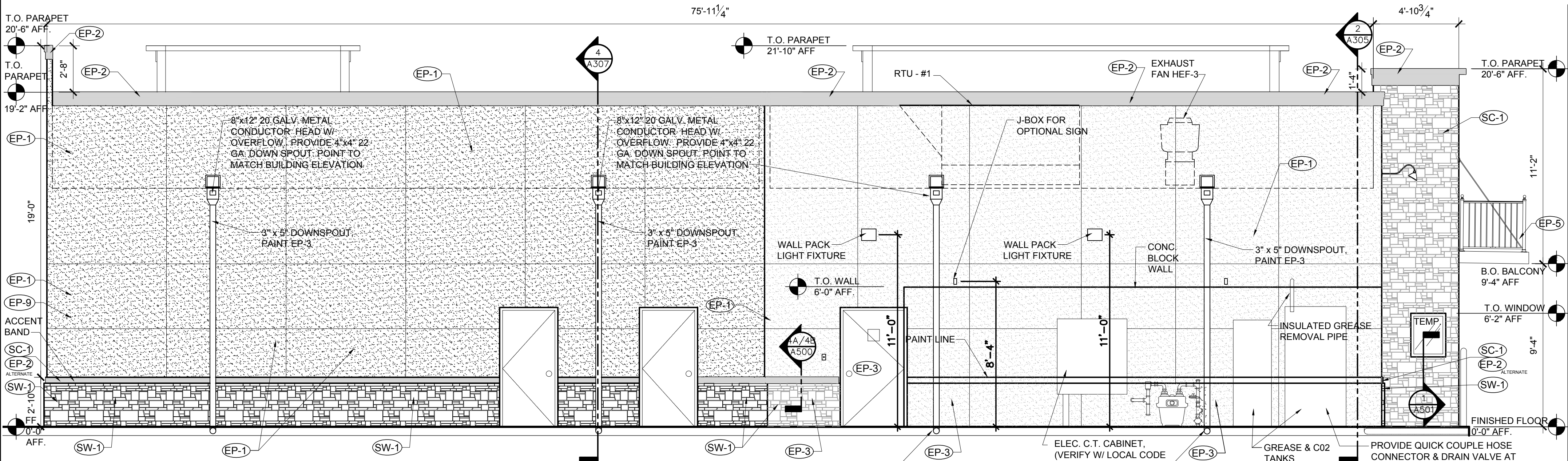
POPEYES LOUISIANA KITCHEN			EXTERIOR FINISH SCHEDULE			
NEW CONSTRUCTION AND REIMAGING			UPDATE: 11/24/2014			
EP-5	D/T THRU WINDOW CANOPY AND RAILINGS	RAILING VENDOR / TIGER DRYLAC	METAL / POWDER COAT	RAL 6009	HUNTER GREEN	SMOOTH
EP-5 (ALT)		RAILING VENDOR / BENJAMIN MOORE	METAL / PAINT	#2040-10	RAINFORREST FOLIAGE	P-29 DTM Semi Gloss
EP-6	STORE FRONT GLAZING	YKK AP	ANODIZED ALUMINUM	#YB5N	DARK BRONZE	P-29 DTM
EP-6 (ALT)				READY MIX	BRONZETONE	P-29 DTM Semi Gloss
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C-1	STANDING SEAM CANOPY	COPPER SALES, INC.	UNA-CLAD	UC-4 ALUMINUM	REGAL RED	12" OC / GUAGE PER LOCAL CODE REQUIREMENTS



02

SOUTH EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"



01

EAST EXTERIOR ELEVATION

SCALE: 1/4" = 1'-0"

OWNER INFORMATION

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3626 N. Hall Street
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DATED ISSUED - SEPTEMBER 13, 2016

REVISIONS

No.	DATE	DESCRIPTION
1	10-21-16	RESPONSE TO CITY COMMENTS

VICINITY MAP LOCATION



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SHEET TITLE

EXTERIOR ELEVATIONS

SHEET NUMBER

A301



RGM ARCHITECTS
2001 N. LAMAR STREET, SUITE 280
DALLAS, TEXAS 75202
VOICE - 214.963.6660
WWW.RGMARCHITECTS.COM

SITE PLAN

of
POPEYE'S RESTAURANT & RETAIL SPACE
13620 Raceway Drive
Lot, Block 3, Texas Speedway Centre
Town of Northlake, Denton County, Texas
1.2085 Acres
Zoned Mixed-Use Planned Development (MPD)

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Preliminary Plat of IAAI Addition (PP-16-005)

Purpose: To consider approval of a Preliminary Plat of IAAI Northlake Addition, a proposed 2-lot development within the extraterritorial jurisdiction of the Town of Northlake on a 204.53-acre tract of land out of the S.E. Parks Survey, Abstract No. 1005, and the Holland Anderson Survey, Abstract No. 25, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive.

Owner: PML Real Estate, LLC

Applicant/Developer: Fast Track Development

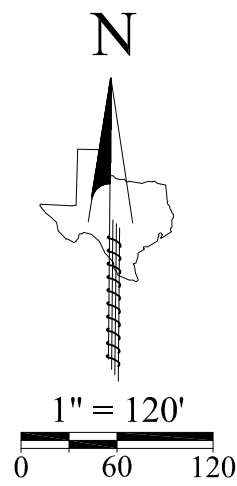
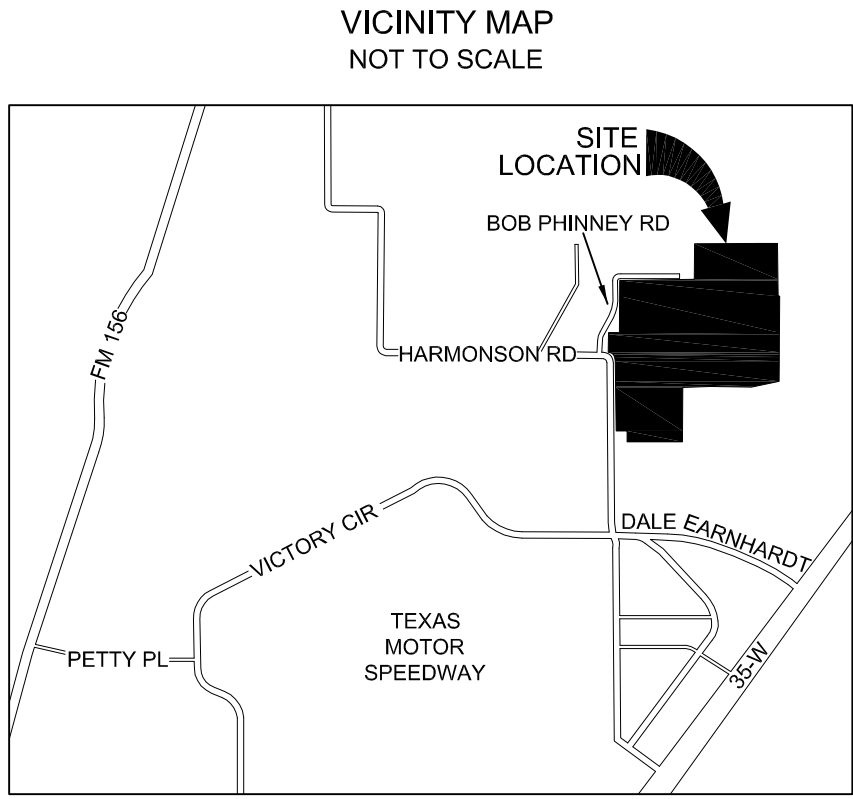
Engineer: Homeyer Engineering, Inc.

Surveyor: Eagle Surveying, LLC

Background: The subject property is primarily vacant and currently in agricultural use. There is at least one home and several ancillary structures as well as several gas wells located throughout the property. Because it is located in the ETJ, the Town does not have any zoning on the property which could restrict the usage of it and provide for development standards for private development on the property. The applicant is proposing to use much of Lot 1 as an auto auction facility to be operated by Insurance Auto Auction, Inc. The preliminary plat has been designed to meet the Town's Industrial (I) zoning district standards which would be most appropriate for the proposed use.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with the requirements of the Unified Development Code (UDC). The preliminary plat is comprised of two lots for commercial use and right-of-way dedication for Harmonson Road and a new collector street in accordance with the Master Thoroughfare Plan. The new collector street, McPherson Drive, is named after one of the founding families of Northlake which owns property nearby. Each lot is proposed to be served by a private water well and on-site sewage facility (OSSF) to be permitted through Denton County. Preliminary drainage plans were submitted with the preliminary plat for review. The Town Engineer and Public Works Director have reviewed these plans and find them acceptable for approval.

Staff Findings: Staff finds the preliminary plat and final plat acceptable for approval as submitted.



LINE	BEARING	DISTANCE
L1	N 07°50'16" W	80.36'
L2	S 83°19'34" W	3.26'
L3	S 85°14'29" E	32.32'
L4	S 89°09'48" W	25.00'
L5	N 48°35'58" W	29.61'
L6	S 00°00'00" E	75.82'
L7	N 89°15'56" W	70.01'
L8	N 00°00'00" W	74.84'
L9	S 41°24'02" W	26.89'
L10	S 06°21'43" E	126.99'
L11	S 89°15'58" W	1377.57'
L12	S 08°35'30" W	231.12'
L13	S 06°34'27" E	175.83'
L14	S 14°27'08" E	138.51'
L15	S 65°41'17" E	214.15'
L16	N 46°56'51" E	103.68'
L17	N 89°21'37" E	1148.48'
L18	S 89°39'27" E	475.21'
L19	S 00°33'22" W	214.15'
L20	S 89°08'59" W	475.31'
L21	N 00°32'46" E	10.00'

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	125.00'	160.10'	N 52°06'36" W	149.38'	73°23'05"
C2	640.00'	1014.66'	S 45°25'06" E	911.68'	90°50'12"
C3	570.00'	903.68'	N 45°25'06" W	811.97'	90°50'12"
C4	5050.00'	486.99'	S 03°35'58" E	486.81'	5°31'31"
C5	69.00'	97.15'	S 48°55'44" W	89.33'	80°40'29"

LEGEND	
IRF = IRON ROD FOUND	Ⓐ = BLOCK
CIRF = CAPPED IRON ROD FOUND	POB = POINT OF BEGINNING
CIRS = CAPPED IRON ROD SET	—CL— = CENTERLINE OF ROAD
WFCP = WOOD FENCE CORNER POST	—S— = SURVEY ABSTRACT

SURVEYOR

EAGLE SURVEYING, LLC
CONTACT: JOHN COX
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009

ENGINEER

HOMEYER ENGINEERING
CONTACT: MATT HASKIN
P.O. BOX 294527
LEWISVILLE, TX 75029
972.906.9985

OWNER

PML REAL ESTATE, LLC
CONTACT: STEVEN TIBBLE
16205 SOUTH COUNTY LINE RD
JUSTIN, TX 76247

JOB #: 16-144 FP

DATE: 10/31/2016

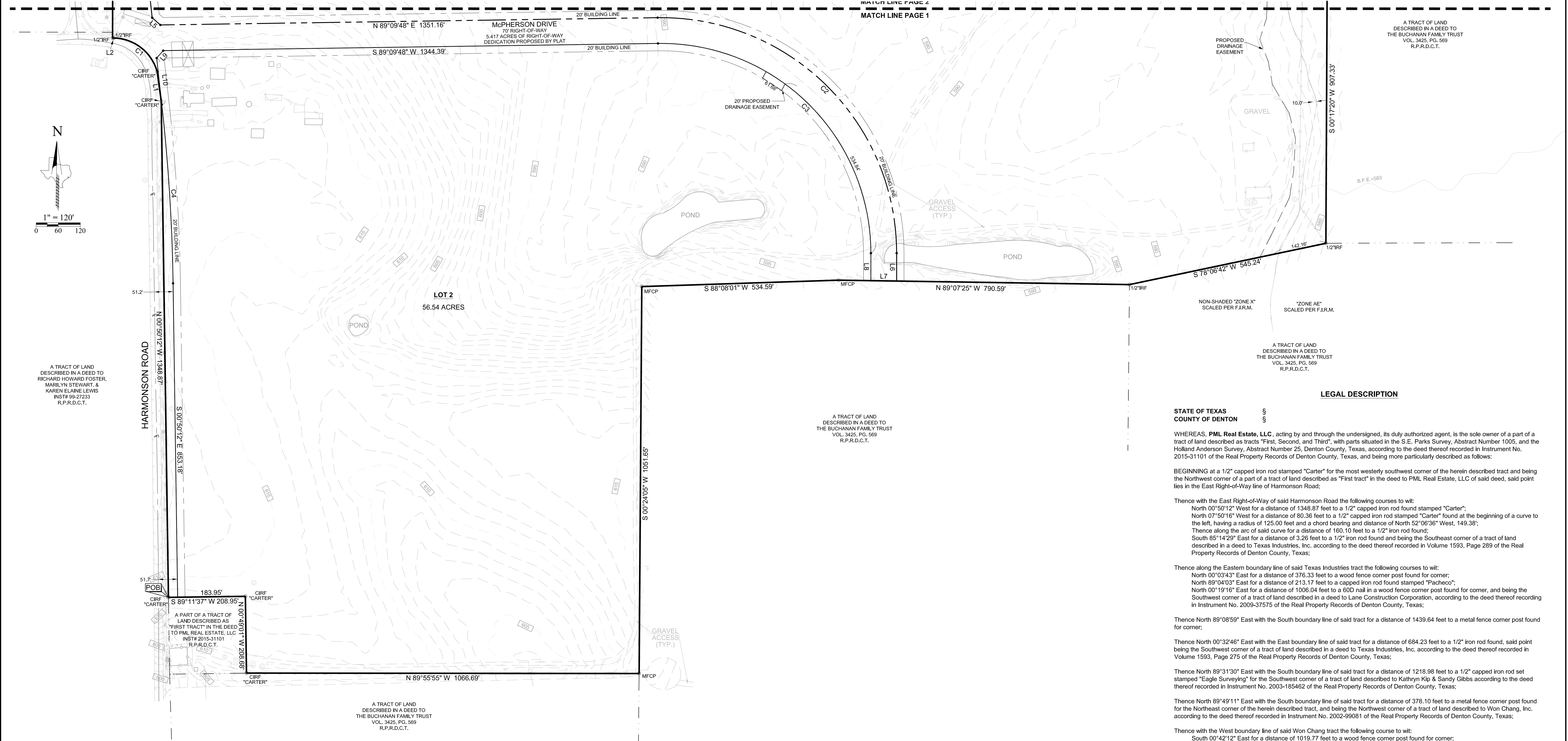
DRAWN BY: JDC



EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009
TX FIRM # 10194177

PRELIMINARY PLAT
OF
IAAI NORTHLAKE ADDITION
LOTS 1 & 2, BLOCK A

BEING 204.53 ACRES OF LAND WITH PARTS SITUATED
IN THE S.E. PARKS SURVEY, ABSTRACT NO. 1005,
& HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25
AN ADDITION TO THE EXTRA-TERRITORIAL
JURISDICTION OF THE TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS



GENERAL PLAT NOTES

- All interior property corners are marked with a 1/2" iron rod with a green cap stamped "Eagle Surveying" unless otherwise noted.
- A portion of this property is located in "Zone AE" and the remainder is located in "Non-shaded Zone X" as scaled from the F.E.M.A. Flood Insurance Rate Map dated April 18, 2011 and is located in Community Number 480774 as shown on Map Number 48121C0495G. The location of the Flood Zone is approximate. For the exact Flood Zone designation, please contact 1-(877) FEMA MAP.
- The purpose of this plat is to create two commercial lots and a dedicated road from a tract of land.
- The subject property is located in the Extra-Territorial Jurisdiction of the Town of Northlake.
- The bearings shown on this survey were derived from Western Data Systems RTK Network and are referenced to the Texas Coordinate System of 1983, North Central Zone (4202) and are based on the American Datum of 1983, 2011 Adjustment.
- The owner shall indemnify, defend and hold harmless the Town of Northlake, its officers, employees, and agents from any direct or indirect loss, damage, liability, or expense and attorney's fees for any negligence whatsoever, arising out of the design, construction, operation, maintenance, condition, or use of the "Detention Facility," including any non-performance of the foregoing, in form and substance as required by the Unified Development Code.
- Water service to be provided by a private water well.
- Sanitary sewer to be provided by an onsite septic facilities.

APPROVED BY THE TOWN COUNCIL ON:

DATE _____

MAYOR, TOWN OF NORTHLAKE _____

TOWN SECRETARY, TOWN OF NORTHLAKE _____

CURVE TABLE					
CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH	DELTA ANGLE
C1	125.00'	160.10'	N 52°06'36" W	149.38'	73°23'05"
C2	640.00'	1014.66'	S 45°25'06" E	911.68'	90°50'12"
C3	570.00'	903.68'	N 45°25'06" W	811.97'	90°50'12"
C4	5050.00'	486.99'	S 03°35'58" E	486.81'	5°31'31"
C5	69.00'	97.15'	S 48°55'44" W	89.33'	80°40'29"

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 07°50'16" W	80.36'
L2	S 83°19'34" W	3.26'
L3	S 85°14'29" E	32.32'
L4	S 89°09'48" W	25.00'
L5	N 48°35'58" W	29.61'
L6	S 00°00'00" E	75.82'
L7	N 89°15'56" W	70.01'
L8	N 00°00'00" W	74.84'
L9	S 41°24'02" W	26.69'
L10	S 06°21'43" E	126.99'
L11	S 89°15'58" W	1377.57'
L12	S 08°35'30" W	231.12'
L13	S 06°34'27" E	175.83'
L14	S 14°27'08" E	138.51'
L15	S 65°41'17" E	214.15'
L16	N 46°56'51" E	103.68'
L17	N 89°21'37" E	1148.48'
L18	S 89°39'27" E	475.21'
L19	S 00°33'22" W	214.15'
L20	S 89°08'59" W	475.31'
L21	N 00°32'46" E	10.00'

LEGAL DESCRIPTION

STATE OF TEXAS §
COUNTY OF DENTON §

WHEREAS, PML Real Estate, LLC, acting by and through the undersigned, its duly authorized agent, is the sole owner of a part of a tract of land described as tracts "First, Second, and Third", with parts situated in the S.E. Parks Survey, Abstract Number 1005, and the Holland Anderson Survey, Abstract Number 25, Denton County, Texas, according to the deed thereof recorded in Instrument No. 2015-31101 of the Real Property Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod stamped "Carter" for the most westerly southwest corner of the herein described tract and being the Northwest corner of a part of a tract of land described as "First tract" in the deed to PML Real Estate, LLC of said deed, said point lies in the East Right-of-Way line of Harmonson Road;

Thence with the East Right-of-Way of said Harmonson Road the following courses to wit:
North 00°50'12" West for a distance of 1348.87 feet to a 1/2" capped iron rod found stamped "Carter";
North 07°50'16" West for a distance of 80.36 feet to a 1/2" capped iron rod stamped "Carter" found at the beginning of a curve to the left, having a radius of 125.00 feet and a chord bearing and distance of North 52°06'36" West, 149.38';
Thence along the arc of said curve for a distance of 160.10 feet to a 1/2" iron rod found;
South 85°14'29" East for a distance of 3.26 feet to a 1/2" iron rod found and being the Southeast corner of a tract of land described in a deed to Texas Industries, Inc. according to the deed thereof recorded in Volume 1593, Page 289 of the Real Property Records of Denton County, Texas;

Thence along the Eastern boundary line of said Texas Industries tract the following courses to wit:
North 00°03'43" East for a distance of 376.33 feet to a wood fence corner post found for corner;
North 89°04'03" East for a distance of 213.17 feet to a capped iron rod found stamped "Pacheco";
North 00°19'16" East for a distance of 1006.04 feet to a 60D nail in a wood fence corner post found for corner, and being the Southwest corner of a tract of land described in a deed to Lane Construction Corporation, according to the deed thereof recording in Instrument No. 2009-37575 of the Real Property Records of Denton County, Texas;

Thence North 89°08'59" East with the South boundary line of said tract for a distance of 1439.64 feet to a metal fence corner post found for corner;

Thence North 00°32'46" East with the East boundary line of said tract for a distance of 684.23 feet to a 1/2" iron rod found, said point being the Southwest corner of a tract of land described in a deed to Texas Industries, Inc. according to the deed thereof recorded in Volume 1593, Page 275 of the Real Property Records of Denton County, Texas;

Thence North 89°31'30" East with the South boundary line of said tract for a distance of 1218.98 feet to a 1/2" capped iron rod set stamped "Eagle Surveying" for the Southwest corner of a tract of land described to Kathryn Kip & Sandy Gibbs according to the deed thereof recorded in Instrument No. 2003-185462 of the Real Property Records of Denton County, Texas;

Thence North 89°49'11" East with the South boundary line of said tract for a distance of 378.10 feet to a metal fence corner post found for the Northeast corner of the herein described tract, and being the Northwest corner of a tract of land described to Won Chang, Inc. according to the deed thereof recorded in Instrument No. 2002-99081 of the Real Property Records of Denton County, Texas;

Thence with the West boundary line of said Won Chang tract the following course to wit:
South 00°42'12" East for a distance of 1019.77 feet to a wood fence corner post found for corner;
South 85°14'29" East for a distance of 32.32 feet to a 1/2" iron rod found for corner;
South 00°29'37" West for a distance of 730.43 feet to a 1/2" capped iron rod set stamped "Eagle Surveying", said point being the Northwest corner of a tract of land described to The Buchanan Family Trust according to the deed thereof recorded in Volume 3425, Page 569 of the Real Property Records of Denton County, Texas;

Thence along the westerly boundary lines of said Buchanan tract the following courses to wit:
South 00°17'20" West for a distance 907.33 feet to a 1/2" iron rod found for corner;
South 78°06'42" West for a distance of 545.24 feet to a 1/2" iron rod found for corner;
North 89°07'25" West for a distance of 790.59 feet to a metal fence corner post found for corner;
South 89°08'01" West for a distance of 534.59 feet to a metal fence corner post found for corner;
South 00°24'05" West for a distance of 1051.65 feet to a metal fence corner post found for corner;
North 89°55'55" West for a distance of 1066.69 feet to a 1/2" capped iron rod found stamped "Carter", said point being the Southeast corner of aforementioned part of a tract referred to as a "First tract" to PML Real Estate, LLC;

Thence North 00°49'01" West along the East boundary line of said tract for a distance of 208.68 feet to a 1/2" capped iron rod found stamped "Carter";

Thence South 89°11'37" West with the North boundary line of said tract for a distance of 208.95 feet to the POINT OF BEGINNING and there terminating, enclosing 204.53 acres of land, more or less.

PRELIMINARY PLAT
OF
IAAI NORTHLAKE ADDITION
LOTS 1 & 2, BLOCK A

BEING 204.53 ACRES OF LAND WITH PARTS SITUATED IN THE S.E. PARKS SURVEY, ABSTRACT NO. 1005, & HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25 AN ADDITION TO THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Final Plat of IAAI Northlake Addition (FP-16-010)

Purpose: To consider approval of a Final Plat for Final Plat of Lot 1, Block A of IAAI Northlake Addition, a 1-lot phase of the IAAI Northlake Addition within the extraterritorial jurisdiction of the Town of Northlake on a 147.99-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Harmonson Road approximately 200 feet east of Bob Phinney Drive.

Owner: PML Real Estate, LLC

Applicant/Developer: Fast Track Development

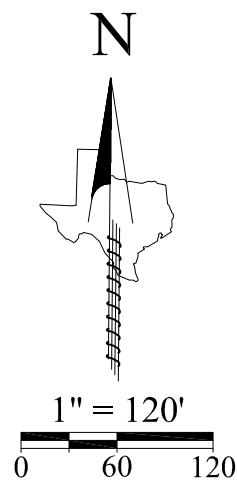
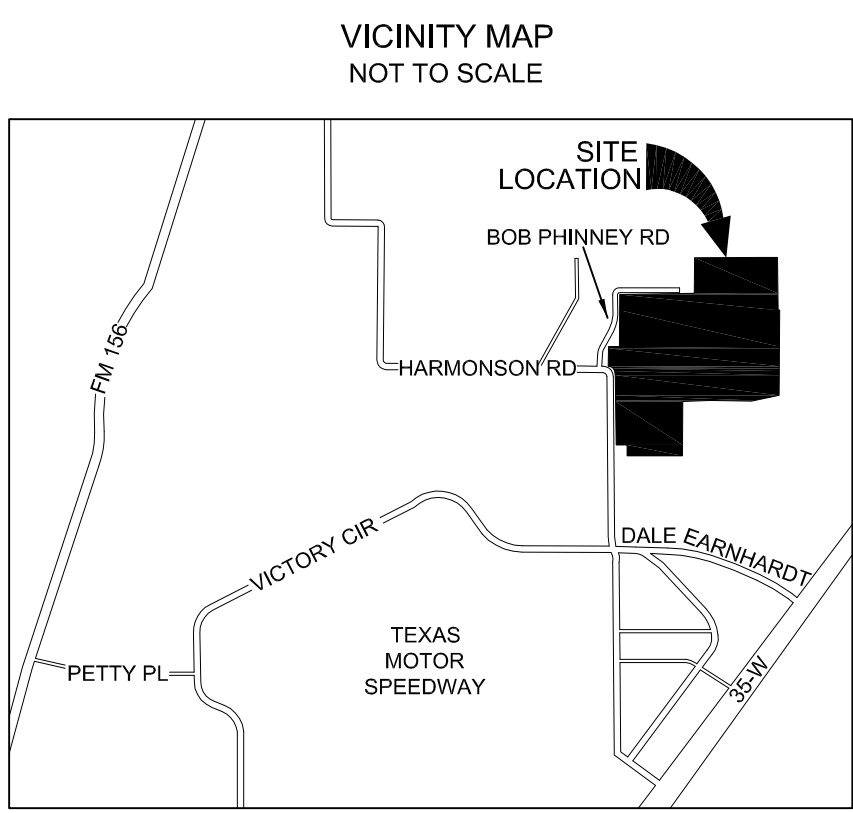
Engineer: Homeyer Engineering, Inc.

Surveyor: Eagle Surveying, LLC

Background: The previous item on the agenda was a preliminary plat for the site. This final plat is for one of the two lots within the preliminary plat. The applicant is proposing to use this lot as an auto auction facility to be operated by Insurance Auto Auction, Inc. The plat has been designed to meet the Town's Industrial (I) zoning district standards which would be most appropriate for the proposed use.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of a single lot for commercial use and right-of-way dedication for Harmonson Road and a new collector street in accordance with the Master Thoroughfare Plan. Pursuant to a Traffic Impact Analysis (TIA) approved by the Town Engineer, no improvements are proposed on the existing Harmonson Road, but adequate right-of-way dedication is provided on the plat for future improvement according to the Master Thoroughfare Plan. A portion of the new collector street, McPherson Drive, will be constructed to provide access to Lot 1. The lot will be served by a private water well and on-site sewage facility (OSSF) to be permitted through Denton County. Construction plans for the street as well as grading and drainage infrastructure for the development have been reviewed and approved pending final approval of a drainage study which is currently under review.

Staff Findings: Pending approval of the drainage study, the final plat appears to meet the minimum requirements of the UDC, and it substantially conforms to the approved Preliminary Plat. Staff finds this final plat acceptable for approval as submitted conditioned on Town approval of the drainage study prior to recording of the final plat with the Denton County Clerk.



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LEGEND	
IRF = IRON ROD FOUND	Ⓐ = BLOCK
CIRF = CAPPED IRON ROD FOUND	POB = POINT OF BEGINNING
CIRS = CAPPED IRON ROD SET	—C— = CENTERLINE OF ROAD
WFCP = WOOD FENCE CORNER POST	—S— = SURVEY ABSTRACT

SURVEYOR

EAGLE SURVEYING, LLC
CONTACT: JOHN COX
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009

ENGINEER

HOMEYER ENGINEERING
CONTACT: MATT HASKIN
P.O. BOX 294527
LEWISVILLE, TX 75029
972.906.9985

OWNER

PML REAL ESTATE, LLC
CONTACT: STEVEN TIBBLE
16205 SOUTH COUNTY LINE RD
JUSTIN, TX 76247

JOB #: 16-144 FP

DATE: 11/3/2016

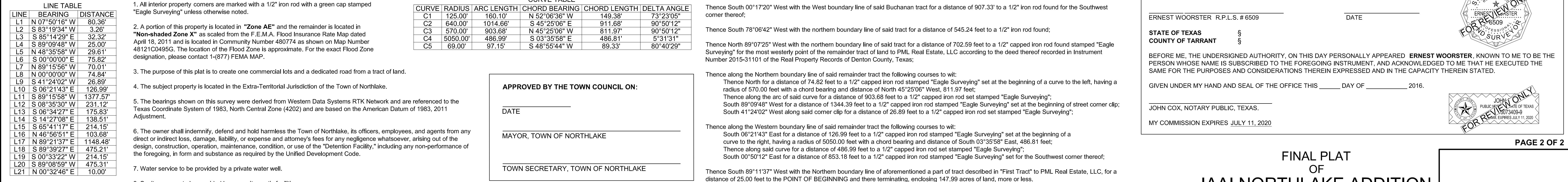
DRAWN BY: JDC



EAGLE SURVEYING, LLC
210 SOUTH ELM STREET
SUITE: 104
DENTON, TX 76201
940.222.3009
TX FIRM # 10194177

FINAL PLAT
OF
IAAI NORTHLAKE ADDITION
LOT 1, BLOCK A

BEING 147.99 ACRES OF LAND WITH PARTS SITUATED
IN THE S.E. PARKS SURVEY, ABSTRACT NO. 1005,
& HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25
AN ADDITION TO THE EXTRA-TERRITORIAL
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DENTON COUNTY, TEXAS



<u>LEGEND</u> IRF = IRON ROD FOUND CIRF = CAPPED IRON ROD FOUND CIRS = CAPPED IRON ROD SET WFCP = WOOD FENCE CORNER POST		<u>SURVEYOR</u> EAGLE SURVEYING, LLC CONTACT: JOHN COX 210 SOUTH ELM STREET SUITE: 104 DENTON, TX 76201 940.222.3009		<u>ENGINEER</u> HOMER ENGINEERING CONTACT: MATT HASKIN P.O. BOX 294527 LEWISVILLE, TX 75029 972.906.9985		<u>OWNER</u> PML REAL ESTATE, LLC CONTACT: STEVEN TIBBLE 16205 SOUTH COUNTY LINE RD JUSTIN, TX 76247		JOB #: 16-144 FP DATE: 10/31/2016 DRAWN BY: JDC		 EAGLE SURVEYING, LLC 210 SOUTH ELM STREET SUITE: 104 DENTON, TX 76201 940.222.3009 TX FIRM # 10194177		LOT 1, BLOCK A BEING 147.99 ACRES OF LAND WITH PARTS SITUATED IN THE S.E. PARKS SURVEY, ABSTRACT NO. 1005, & HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25 AN ADDITION TO THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS	
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Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Interlocal Agreement with Belmont Fresh Water Supply District #1 – Sanitary Sewer Collection System Construction Cost Sharing

Belmont Fresh Water Supply District #1 (District) will begin construction of a sanitary sewer line along future Harvest Way up to the Harvest development northern boundary. At the Town's request, this line will be oversized to accommodate sewer flows from future development (currently Heritage Field). The District and the Town will enter into an interlocal agreement defining each party's responsibility towards the project.

The maximum cost to the Town for our portion of the cost sharing is estimated to be no more than \$325,000. Because this line is part of the Town's Master Sewer System Plan, these costs are eligible for sewer impact fee reimbursement. The payment of sewer impact fee collections of about 300 homes will cover the Town's cost. The Utility Fund has adequate reserves to cover the up-front payment until sewer impact fees are recovered.

Please contact me at 940.242.5701 if you have any questions or comments prior to the Council Meeting.

**COST-SHARING AGREEMENT RELATING TO CONSTRUCTION OF
A SANITARY SEWER COLLECTION LINE**

This Cost-Sharing Agreement Relating to Construction of a Sanitary Sewer Collection Line (this "Agreement") is made and entered into, effective _____, ____, 2016, by the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as "Town"), and the Belmont Fresh Water Supply District No.1 of Denton County, a conservation and reclamation district created pursuant to Article XVI, Section 59, Texas Constitution, and operating pursuant to Chapters 49 and 53, Texas Water Code, with sanitary sewer and county road district powers (hereinafter referred to as "the District"), and collectively, "the Parties."

RECITALS

WHEREAS, the District is located within the Town's extraterritorial jurisdiction ("ETJ") and the land within the District is being developed primarily for single-family residential uses;

WHEREAS, the land within the District lies wholly within the sewer certificate of convenience and necessity ("CCN") number 20866, as held by the Town;

WHEREAS, the District is empowered to construct, acquire, and extend sanitary sewer systems to control wastewater;

WHEREAS, the capacity in the Trinity River Authority ("TRA") line located at east of the intersection of 11th Street and Harvest Way, and then easterly along the northern boundary of Belmont FWSD #2, approximately to IH35W (the "TRA Line") is not sufficient to serve all of the Town's needs outside the boundaries of the District;

WHEREAS, the District has designed and intends to construct a sanitary sewer collection line and appurtenant facilities (the "Improvements"), as described in Exhibit "A" to serve certain land located both within the District and outside the District boundaries, but within the Town's CCN;

WHEREAS, the Improvements are located within the District as shown on Exhibit "A" attached hereto and incorporated for all purposes;

WHEREAS, the District and the Town desire to share in the costs of designing and constructing the Improvements;

WHEREAS, under the Third Amended and Restated Development Agreement, dated September 27, 2012, as amended (the "Development Agreement"), the District has a pre-existing obligation to convey the Improvements to the Town upon completion of all of the Improvements;

WHEREAS, the Parties are authorized to enter into this Agreement pursuant to State law, including but not by way of limitation, Sections 49.213 and 49.227, Texas Water Code, as amended; and Chapter 791 of the Texas Government Code;

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the District and Town contract and agree as follows:

ARTICLE I

GENERAL STATEMENT

The District is seeking to provide a sanitary sewer collection system through construction of the Improvements and the Town is seeking to obtain capacity in the Improvements to support future development outside of the District but within the Town's sewer CCN. Therefore, the Parties have determined that it is in the best interests of the current and future residents and property owners in each of their respective jurisdictions to enter into this Agreement.

ARTICLE II

CONSTRUCTION

Section 2.01. Design, Construction and Financing of Improvements.

(a) The Parties acknowledge that the construction of the Improvements will take place in three different segments, designated as "Segment A," "Segment B," and "Segment C," (collectively, the "Segments") and the Parties will pay for such costs according to its pro-rata share as detailed below.

(b) The Parties acknowledge the plans and specifications for Segments B and C have been completed and the construction contract for Segments B and C have been awarded in the name of the District. By executing this Agreement, the Town indicates its approval of 1) the plans and specifications prepared by Jones Carter, Inc., engineers for the District (the "Engineer"), for the design of Segments B and C and 2) the award of the contract by the District for the construction of Segments B and C.

(c) Segment A will be designed in the future by the Engineer and will be designed in accordance with sound engineering practices, and the plans and specifications therefore will be approved by all regulatory agencies with jurisdiction for such approval. Prior to advertising the bid for a contract related to the construction of Segment A, the District will submit to the Town the plans and specifications for Segment A. The Town will have thirty (30) days from the date of submission to provide written approval of such submitted plans and specifications. Such approval will not be unreasonably withheld. Should the Town fail to provide written approval within thirty (30) days of submission, the plans and specifications submitted will be deemed approved without further action.

(d) The contracts relative to construction and design of the Improvements are or will be in the name of the District. The District has indicated that it has legally available source of

funds on hand to pay its share of costs under this Agreement, and the Town has indicated that it will be advancing moneys to pay the Town's share of such costs.

(e) The District will coordinate, supervise and administer (in consultation with the Engineer) the design and construction of the Improvements.

(f) The Parties acknowledge that the District has a pre-existing obligation under the Development Agreement to convey the Improvements to the Town upon completion of all of the Improvements.

Section 2.02. Payment of Pro-Rata Share.

(a) Within 30 days of the award by District of a contract for construction of each Segment of the Improvements, the Town shall pay its pro-rata share of the construction and design costs of such Segment to the District as described in Section 3.01(a) below. Such share will be based on the bid amount in the construction contract awarded.

(b) In the event that the final contract price is revised due to change orders or other reasons, the Parties agree to a "true-up" based on such change orders. Within 30 days after any change order is approved by the District, the Town agrees to remit to the District its pro-rata share of the approved change order according to its pro rata share as described in Section 3.01(a) below. If the final contract price is lower than the bid amount, then within 30 days after the payment by the District of retainage on the construction contract, the District shall remit to the Town the Town's pro-rata share of the difference.

(c) Any and all payments arising under this Agreement shall be made from current revenues available to the paying party.

ARTICLE III **COST-SHARING AND BENEFICIAL OWNERSHIP**

Section 3.01. Pro-Rata Shares of Construction and Design

(a) Each party contracts and agrees to pay its pro-rata share of the construction and engineering expenses related to the design, construction inspection and testing of each Segment of the Improvements as set forth on Exhibit "B" attached hereto and incorporated herein. The determination of the pro-rata allocation of costs for the Segments has been made by the District in consultation with the Engineer, and the Parties each hereby acknowledge and agree that such allocation reflects the relative benefits received by each party.

Section 3.02. Beneficial Ownership; Capacity. The Parties acknowledge and agree that although the Town will maintain physical ownership of the Improvements following the conveyance to the Town under the Development Agreement,, each party shall, subject to section 3.03 of this Agreement, have beneficial ownership of and a right to capacity in the Improvements in the respective pro-rata shares of each Segment of the Improvements as set forth on Exhibit "B,"

contingent on the District's receipt of payment due from the Town as contemplated in section 3.01(a) of this Agreement.

Section 3.03. Expansion of the TRA System. The Parties acknowledge that the TRA Line has capacity sufficient to serve a maximum of 3,211 equivalent single family connections (ESFC) within the District and no more than 200 ESFC serving property outside the District boundaries. The Parties also acknowledge that the Town has entered into a contract (the "TRA Contract"), dated June 25, 2008, with Trinity River Authority of Texas ("TRA"), relating to the TRA's Denton Creek Wastewater System (the "TRA System"). Under the TRA Contract, the TRA is obligated to accept all wastewater discharged from the Town's certificated sanitary sewer retail service area into the TRA System, and should the limit of capacity in the existing facilities of the TRA System be reached, including the TRA Line, the TRA has the obligation to diligently and expeditiously pursue improvements and expansion of TRA System in order to provide continuous and adequate service within the boundaries of the District. Accordingly, the Town agrees to take whatever action necessary under the TRA Contract to monitor usage of the TRA Line and trigger the TRA's obligation to pursue improvements and expansion of the TRA System in order to provide for continuous and adequate service within the boundaries of the District.

ARTICLE IV **DEFAULT**

Section 4.01. Default Defined. Each of the following shall constitute a default hereunder:

- (a) Failure of a party to pay any sum in accordance with this Agreement; or
- (b) Failure of a party to perform any of its other covenants or obligations within ten (10) days of the date of any other party's written notice to such party of such failure; provided, however, a party shall not be in default hereunder if such failure cannot reasonably be cured within such ten (10) day period, but such party commences to cure such failure prior to the expiration of such period and thereafter diligently pursues such cure to completion within a reasonable period of time.

Section 4.02. Remedies. In the event of a default by either party hereto, the affected party may, at its option, seek any remedy available at law or in equity, or as otherwise provided in this Agreement, for such default; provided, however, that the parties hereto acknowledge and agree that, unless specifically provided herein, this Agreement may not be terminated without the written consent of the Parties hereto.

Section 4.03. Force Majeure.

- (a) In the event either party is rendered unable, wholly or in part, by "force majeure" (as hereinafter defined) to carry out its obligations under this Agreement, then the obligations of such party to the extent affected by such force majeure, to the extent due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of

any inability so caused to the extent provided but for no longer period. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected shall give written notice of such force majeure to the other parties to this Agreement. Such cause, as far as possible, shall be remedied with all reasonable due.

(b) The term "force majeure" as used herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, orders of the United States or the State of Texas or other military authority with jurisdiction over the District and Town, insurrections, riots, epidemics, landslides, earthquakes, fires, hurricanes, arrests, civil disturbances, widespread pestilence, explosions, breakage or accidents to machinery, pipelines or canals, significant variations from normal weather conditions reasonably expected during the period in question, and any other inability a party could not have avoided by the exercise of due diligence and care. "Force majeure" shall not mean or refer to governmental regulations or acts of any governmental entity, board, commission or council over which a party may reasonably exert influence in order to meet its obligations pursuant to this Agreement. The provisions of this section shall not operate to excuse a party from the prompt payment of any monies required by this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.01. Entire Agreement. This Agreement contains the complete and entire agreement of the parties and supersedes any prior negotiations, agreements, representations and understandings, oral or written, if any, between the Parties.

Section 5.02. Parties Bound/Property Benefited. This Agreement shall be binding upon and inure to the benefit of the authorized successors and/or assigns of the Parties. The Parties hereto acknowledge that each has entered into this Agreement willingly and that each party has equal bargaining powers. No party has been coerced or has acted under duress.

Section 5.03. Time of Essence. Time is of the essence in the exercise of each party's duties and obligations pursuant to this Agreement.

Section 5.04. Amendment. This Agreement may be amended or modified only by written agreement executed by each party hereto.

Section 5.05. Invalid Provision. Any clause, sentence, provision, paragraph or article of this Agreement held by a court of competent jurisdiction to be invalid, illegal or ineffective shall not impair, invalidate or nullify the remainder of this Agreement, and the remainder of this Agreement shall be construed as if such invalid, illegal or ineffective provision had never been contained herein.

Section 5.06. Other Instruments and Approvals. The Parties agree to execute and deliver all such instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this Agreement.

Section 5.07. Exhibits. All recitals and all schedules and exhibits referred to in this Agreement are incorporated herein by reference and shall be deemed part of this Agreement for all purposes as if set forth at length herein.

Section 5.08. No Waiver. No consent or waiver, expressed or implied, by either party to this Agreement to or of any default of any covenant or provision hereof by either party hereunder shall be construed as a consent or waiver to or any other default of the same or any other covenant or provision.

Section 5.09. Assignability. This Agreement shall be assignable by each party only with the consent of the other party.

Section 5.10. No Joint Venture, Partnership, Agency. This Agreement shall not be construed as in any way establishing a partnership or joint venture, express or implied agency, or employer-employee relationship between the Parties.

Section 5.11. Term. This Agreement shall be in force and effect from the date of its execution for twenty five (25) years. The Parties may extend the Agreement in writing for any number of successive twenty five (25) year terms.

Section 5.12. Enforceability.

(a) In the event of any judicial determination that one or more provisions of this Agreement are beyond the scope of authority of the District or Town, or are in violation or contradiction of any application law or regulation in effect upon the effective date hereof, each party agrees to proceed to enter into discussions to amend this Agreement immediately.

(b) In the event it is necessary for any party or parties to retain an attorney or attorneys to enforce any term or condition of this Agreement against a defaulting party or parties, said defaulting party or parties shall pay all costs or expenses, including expert witness fees and reasonable attorneys' fees incurred in connection therewith upon final settlement, by agreement, or upon a judgment.

Section 5.13. Applicable Law. This Agreement shall be construed under the laws of the State of Texas and all obligations of the parties hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall be in Denton County, Texas.

Section 5.14. Counterpart Originals. This Agreement may be executed in multiple counterpart originals, each of which shall have equal dignity.

Section 5.15 Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

Northlake

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

Belmont Fresh Water Supply District No. 1

President, Board of Supervisors
Belmont FWSD #1 of Denton County
c/o Crawford & Jordan, LLP
3100 McKinnon, Suite #1100
Dallas, Texas 75230
214-981-9090

Section 5.16. Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 5.17 No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a party to this Agreement, nor create any claim or cause of action against Town or the District which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

(the remainder of this page intentionally left blank)

This COST-SHARING AGREEMENT RELATING TO CONSTRUCTION AND MAINTENANCE OF SHARED SANITARY SEWER COLLECTION LINE is ACCEPTED AND AGREED TO as of the date first written above.

TOWN OF NORTHLAKE, TEXAS

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

Peter Dewing, Mayor



Matt Beford, President

ATTEST:

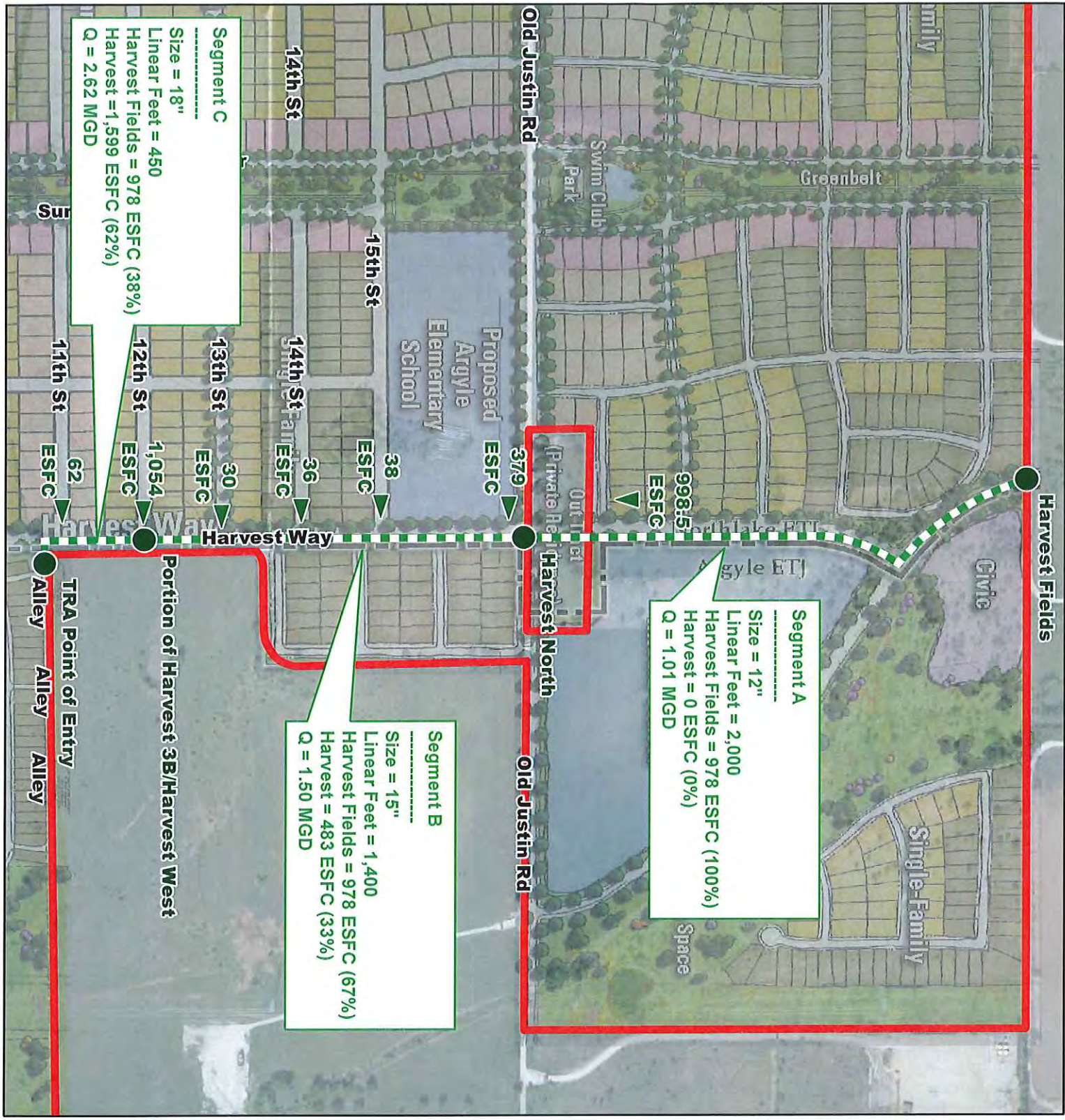
ATTEST:

Shirley Rogers, Town Secretary



John Matthew Longoria, Board Secretary

EXHIBIT A
LOCATION OF FACILITIES



VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- Sewer Nodes
- Proposed Sewer Lines
- Harvest Boundary

**HARVEST WAY
SEWER ANALYSIS**

HARVEST
DENTON COUNTY, TEXAS



Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones | Carter, Inc. concerning the accuracy, completeness, reliability or usability of the information included within this exhibit.

EXHIBIT B

PRO-RATA SHARES SEGMENT A

<u>ENTITY</u>	<u>CONNECTIONS</u>	<u>PRO-RATA SHARE</u>
District	0	0%
Town	978	100%

PRO-RATA SHARES SEGMENT B

<u>ENTITY</u>	<u>CONNECTIONS</u>	<u>PRO-RATA SHARE</u>
District	483	33%
Town	978	67%

PRO-RATA SHARES SEGMENT C

<u>ENTITY</u>	<u>CONNECTIONS</u>	<u>PRO-RATA SHARE</u>
District	1,599	62%
Town	978	38%

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: November 10, 2016
Re: Heritage Fields Professional Services Agreement

On June 26, 2014, Council approved mixed-used planned development zoning for approximately 370 acres of the almost 455 acres known as Heritage Fields. Since then, the developer, D-F Pacific and Silverstone, has been working with their planners and engineers and surrounding developments to determine the necessary infrastructure required for this development. Before the developers access Town staff and more pertinently Town consultants, a professional services agreement was requested. Through the agreement, the developer will reimburse all professional services costs incurred by the Town related to this project including legal, engineering, accounting, etc. up to \$25,000. During the development process there often many changes and back-and-forth between both sides. This agreement protects the Town financially. If we get close to the \$25,000 amount, we will extend or renegotiate the agreement.

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the ____ day of _____, 2016 (the "Effective Date"), is made and entered into by and between the Town of Northlake, Texas, a general law municipality organized and operating pursuant to the laws of the State of Texas (the "Town"), and **D-F PACIFIC NO. 2, LTD.**, a Texas Limited Partnership, and **SILVERSTONE-NORTHLAKE LTD.**, a Texas Limited Partnership (collectively, the "Company"), the owner of a certain tract of land located within the Town limits of the Town.

WHEREAS, the Company owns approximately 453.96 acres of land in the Town that it desires to develop which is situated west of I-35W on the south side of Robson Ranch Road (the "Development Area"); and

WHEREAS, the Town and Company hereby recognize and agree that substantial professional services including, but not limited to, planning services, engineering services, financial services, appraisal services and legal services (the "Professional Services") will be needed to assess the Town's current ordinances, draft new ordinances, assess infrastructure needs and demands, and assess financial issues that will be associated or with or necessitated by the possible development of the Development Area; and

WHEREAS, the Company hereby agrees to pay for the Professional Services in accordance with this Agreement incurred by the Town related to the proposed development of the Development Area in the total amount not to exceed \$25,000; and

WHEREAS, the Town Council of the Town, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the Town are carried out.

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, (including the payment of the Company to the Town of \$10.00 cash), the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing recital and in this Agreement are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this article.

2. Payment for Professional Services. The Company shall pay all invoices from the Town for Professional Services relating to the Town's review of the Development Area, and including but not limited to, its impact on the Town's financial structure, land development, subdivision and zoning plans, infrastructure, needs and demands, ordinance creation and revision, other on and off-site matters necessitated solely by the proposed development of the Development Area, and the assessment and/or creation of special

districts and the financing related thereto. No Professional Services shall be performed relating to the development of any other property.

- (a) The Town will invoice the Company approximately every thirty (30) days with a billing statement and detailed accounting of all professional services rendered in accordance with this Agreement.
- (b) Upon receipt of said monthly invoice, the Company shall pay the invoice in full within fifteen (15) days, provided, that the Company's total obligations under this Agreement shall not exceed \$25,000.00, except to the extent otherwise agreed by the Company in writing.

3. Current and Future Regulations. The Company shall be subject to all ordinances of the Town, whether now or existing or future arising to the extent required by law or as otherwise provided by this Agreement. This Agreement shall confer no vested rights or development rights on the Development Area or to the Company unless specifically enumerated herein or otherwise mandated by law. Further, this Agreement shall provide no assurances, promises, or covenants by the Town to approve any development in the Development Area or to provide funds or issue obligations to pay any costs relating to the development of the Development Area.

4. Termination. Unless extended by mutual agreement of the parties, this Agreement shall terminate by operation of these terms and conditions by August 31, 2017; provided, however, that all remaining invoices that are outstanding as of the date of termination shall be paid in full by the Company, subject to the limitations on Company's liability pursuant to Section 2 hereof. Notwithstanding the foregoing, either party may terminate this Agreement by providing 30 days prior written notice to the other.

5. Right to Reports and Studies. The Town shall provide the Company with copies of all reports, studies, analysis, plans, drawings and all public information documents resulting from the Professional Services within ten (10) days after receipt of such materials by the Town. Company shall be entitled to use such materials in connection the development of the Development Area. Notwithstanding anything to the contrary herein, the parties understand and acknowledge that the Town is a governmental entity and is therefore subject to the restrictions and requirements imposed on it by Chapter 552 of the Texas Government Code. As a result, the Town shall not be required to provide documents or items that are protected under Texas Government Code, Chapter 552 or any other law or privilege.

6. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to the transactions contemplated herein. Nothing in this Agreement shall prohibit either party from terminating this Agreement by providing thirty (30) days written notice to the other party.

7. Amendment. This Agreement may only be amended, altered or revoked by written instrument signed by the Company and the Town.

8. Successors and Assigns. Neither Town nor Company may assign or transfer their interest in the Agreement without prior written consent of the other party.

9. Notices. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate party at the following addresses, or at such other addresses provided by the parties in writing:

Company: c/o RY Properties, Inc.
212 S. Palm Ave., Suite 200
Alhambra, CA 91801-3105
Attn: Mr. Robert Yu

With copies to: Geary, Porter & Donovan, P.C.
16475 Dallas Parkway, Suite 400
Addison, TX 75001
Attention: David Tatum
Facsimile No.: 972-931-9208
Telephone No.: 972-349-2207

Town: Town of Northlake
1400 FM 407
Northlake, Texas 76247

With copies to: Ashley D. Dierker
Town Attorney
Taylor, Olson, Adkins, Sralla, & Elam LLP
6000 Western Place, Ste. 200
Fort Worth, Texas 76107

10. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for or against either party.

11. Applicable Law. This Agreement is made and performable in Denton County, Texas, and shall be construed in accordance with the laws of the State of Texas. Venue shall lie in Denton County, Texas.

12. Severability. In the event any portion or provision of this Agreement is illegal, invalid, or unenforceable under present or future law, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid or unenforceable, a provision be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

TOWN OF NORTHLAKE, TEXAS

By _____
Town Administrator

COMPANY

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

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

By: _____
Robert Yu, Manager

SILVERSTONE-NORTHLAKE LTD., a Texas limited partnership

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

By: _____
Robert Yu, Manager

Exhibit “A”

Development Area

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being all of that called 248.078 acre tract of land described in a special warranty deed to D. F. Pacific No. 2., Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80851, Official Public Records of Denton County, Texas, and being a part of that called 248.001 acre tract of land described in a special warranty deed to D. F. Pacific No. 2., Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80855, Official Public Records of Denton County, Texas, and being all of that called 29.574 acre tract of land described in a special warranty deed to D. F. Pacific No. 2., Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80858, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at the northwest corner of said 29.574 acre tract of land, said point being in the south right-of-way line of Robson Ranch Road (a 120 foot wide right-of-way);

THENCE along the south right-of-way line of Robson Ranch Road as follows:

South 88 degrees 53 minutes 46 seconds East, at 469.97 feet passing the northeast corner of said 29.574 acre tract of land and the northwest corner of said 248.078 acre tract of land, at 4407.40 feet passing the northeast corner of said 248.078 acre tract of land and the northwest corner of said 248.001 acre tract of land, in all a total distance of 6484.77 feet to a point for corner;

South 89 degrees 08 minutes 34 seconds East, 533.43 feet to the northeast corner of said 248.001 acre tract of land;

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

South 00 degrees 09 minutes 51 seconds East, 918.73 feet to a point for corner;

South 87 degrees 25 minutes 08 seconds East, 252.53 feet to a point for corner;

THENCE South 01 degrees 39 minutes 57 seconds West, 1836.53 feet to a point for corner in the south line of said 248.001 acre tract of land;

THENCE North 89 degrees 03 minutes 36 seconds West, 2863.52 feet to the southwest corner of said 248.001 acre tract of land and at the southeast corner of said 248.078 acre tract of land;

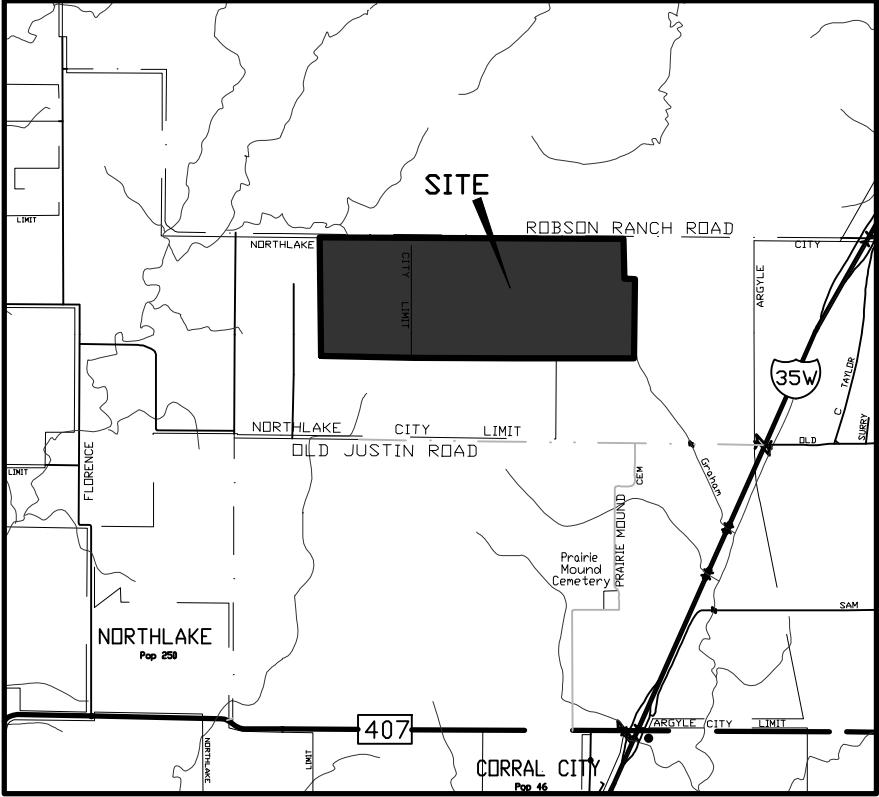
THENCE along the south line of said 248.078 acre tract of land as follows:

North 88 degrees 51 minutes 38 seconds West, 2245.71 feet to a point for corner;

North 87 degrees 56 minutes 25 seconds West, at 1646.60 feet passing the southwest corner of said 248.078 acre tract of land and the southeast corner of said 29.574 acre tract of land, in all a total distance of 2119.04 feet to the southwest corner of said 29.574 acre tract of land;

THENCE North 00 degrees 09 minutes 35 seconds East, 2730.96 feet along the west line of said 29.574 acre tract of land to the POINT OF BEGINNING and containing 454.60 acres of land.

“This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.”



LOCATION MAP
NOT TO SCALE

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being of that called 248.078 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80851, Official Public Records of Denton County, Texas, and being a part of that called 248.001 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80855, Official Public Records of Denton County, Texas, and being of that called 29.574 acre tract of land described in a special warranty deed to D. F. Pacific No. 2, Ltd., and to Silverstone Northlake Ltd., as recorded in Document No. 2007-80858, Official Public Records of Denton County, Texas, and being further described as follows:

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South 88 degrees 53 minutes 46 seconds East, at 469.97 feet passing the northeast corner of said 29.574 acre tract of land and the northwest corner of said 248.078 acre tract of land, at 4407.40 feet passing the northeast corner of said 248.078 acre tract of land and the northwest corner of said 248.001 acre tract of land, in all a total distance of 6484.77 feet to a point for corner;
South 89 degrees 08 minutes 34 seconds East, 533.43 feet to the northeast corner of said 248.001 acre tract of land;

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"This document was prepared under 22 TAC 663.23, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

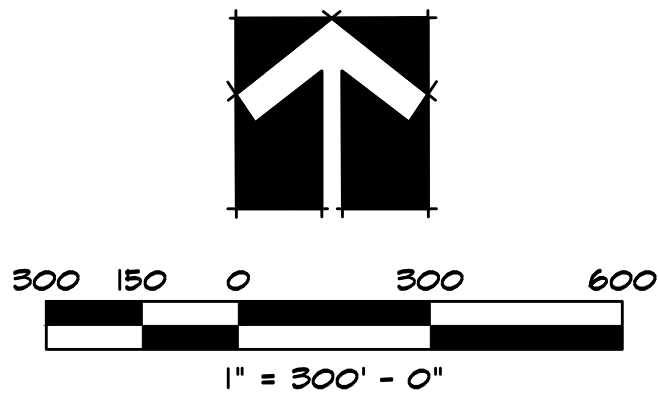


EXHIBIT A – LEGAL DESCRIPTION

HERITAGE FIELD

PROPOSED ZONING: MPD (MIXED-USE PLANNED DEVELOPMENT)

EXISTING ZONING: R/04-10A & 04-10B

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

TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

DF PACIFIC NO. 2 LTD	OWNER
212 South Palm Avenue, Suite 200 Alhambra, California 91801	(626)282-8198
JBI PARTNERS, INC.	ENGINEER/SURVEYOR/PLANNER
16301 Quorum Drive, Suite 200 B Addison, Texas 75001	(972)248-7676

Resubmitted March 15, 2013
February 14, 2013

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: November 10, 2016

Re: Approve Master Thoroughfare Plan Amendment, Adopt Land Use Assumptions and Capital Improvement Plan, and Call Road Impact Fee Public Hearing

As background, the Master Thoroughfare Plan (MTP) shows the major thoroughfares in the Town in terms of their general location, the number of lanes and whether the road is divided or undivided. The MTP will in a sense reserve the location of the road from encroachment from certain types of development such as gas wells. Secondly, the MTP will inform potential developers of the alignment of the Town's road system and anticipated right-of-way dedication requirements. Finally and most importantly, the MTP will determine the amount of lane-miles that are necessary to serve the projected development which will determine the cost of the road infrastructure which will determine the amount of road impact fee the Town may charge developers.

The original plan was presented to Council on February 11th after a two-month review period. Per council members direction staff provided an alternative MTP that reflected council comments to more closely align roads to property lines. At the March 10th council meeting, council adopted the alternative MTP. However these alignments conflict with the floodplain, topography and curve radii.

Both the original MTP and the adopted alternative MTP were designed with one bridge over IH 35W to the north of the current Cleveland-Gibbs Road. This bridge location was a compromise between Northlake and Flower Mound. Recently consultants for Denton County have reinterpreted TXDOT preferences and have stated that two bridges near the Cleveland-Gibbs Road crossing of IH 35W are possible: one bridge at the current Cleveland-Gibbs Road Bridge in Northlake and another at the closed rest area to the north in Flower Mound.

To accomplish both bridges crossing 35W at a right angles, the approaching roads must curve out and the approaching roads cannot be safely built without crossing property lines although it has been kept to a minimum. An attempt has been made to have all road intersections at right angles which is also for safety. To ensure the long term economic viability of this future interchange, the roadways running more or less parallel to 35W have been set back 1,000 feet. This type of road is known as a backer road or backage road. Because the future frontage roads along 35W will be one-way, the backer roads

Master Thoroughfare Plan Amendment
November 10, 2016
Page 2 of 2

will allow for residents and visitors to circulate through retail areas. Backer roads also extend and enhance commercial activity and values in the area.

In order for The Northlake Bridge to be put back into the Denton County IH 35W Alignment Study, Town Council must amend the Master Thoroughfare Plan (MTP). Without our bridge in the study, future construction of the bridge would be severely hindered, if not impossible. To receive approval to proceed with the bridge, TXDOT will look to the study. A public hearing notice on the amendment was advertised in the Denton Record Chronicle on October 25th 15 days prior to the hearing.

Once the amendment to the MTP has been considered, Council will hold a public hearing on the land use assumptions used to create the MTP and the capital improvement plan necessary to build the roads in the MTP in the next ten years. The public hearing notice was advertised in the Denton Record Chronicle on October 10th 30 days prior to the hearing. The land use assumptions are based on the comprehensive land use plan and are therefore unchanged by the amended MTP. The capital improvement plan also is unchanged because the overall number and size of roads did not change only the alignments.

The final steps necessary to adopt road impact fees is for the Capital Improvement Advisory Committee (CIAC) to provide written comments to the Council and for the Council to call and hold a public hearing. The CIAC is scheduled to meet on November 17th and submit comments prior to the public hearing. The proposed public hearing is scheduled for December 8th with consideration of the road impact fees immediately following the hearing.

Please contact me at 940.242.5701 with any questions or comments.

ORDINANCE NO. 16-1110

AN ORDINANCE AMENDING ORDINANCE NO. 16-0310, THE 2016 MASTER THOROUGHFARE PLAN UPDATE, BY REPLACING THE MASTER THOROUGHFARE PLAN MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas, updated the Master Thoroughfare Plan, known generally as the 2016 Master Thoroughfare Plan Update, to reflect new thoroughfare alignments and to serve future land uses proposed in the 2009 Northlake Vision and Comprehensive Plan; and

WHEREAS, amendments and revisions to the Master Thoroughfare Plan map are necessary to plan for a future bridge at the approximate location of the existing Cleveland-Gibbs Road bridge over Interstate Highway 35W; and

WHEREAS, the Master Thoroughfare Plan is a long-range plan that identifies the location and type of roadway facilities needed to meet projected long-term growth within the area; and

WHEREAS, the Master Thoroughfare Plan enables the Town of Northlake to preserve future corridors for transportation system development as the need arises; and

WHEREAS, on November 10, 2016, a public hearing was held before the Town Council, at which the public was given the opportunity to give testimony and present written evidence; and

WHEREAS, the Town Council finds that adoption of the amendment to the Master Thoroughfare Plan as described herein is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake, Texas.

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

SECTION 1. The Town Council hereby amends the Master Thoroughfare Plan map, attached hereto as Exhibit “A,” and hereby incorporated herein by reference as if set forth fully at length herein.

SECTION 2. The amended Master Thoroughfare Plan map approved and adopted herein hereby replaces all previous versions of the Town’s Master Thoroughfare Plan map.

SECTION 3. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

SECTION 4. If any section, subsection, paragraph, sentence, phrase or clause of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the

remaining portions of this ordinance, which shall remain in full force and effect; and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall be effective immediately upon passage by the Town Council.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 10th DAY OF NOVEMBER, 2016.

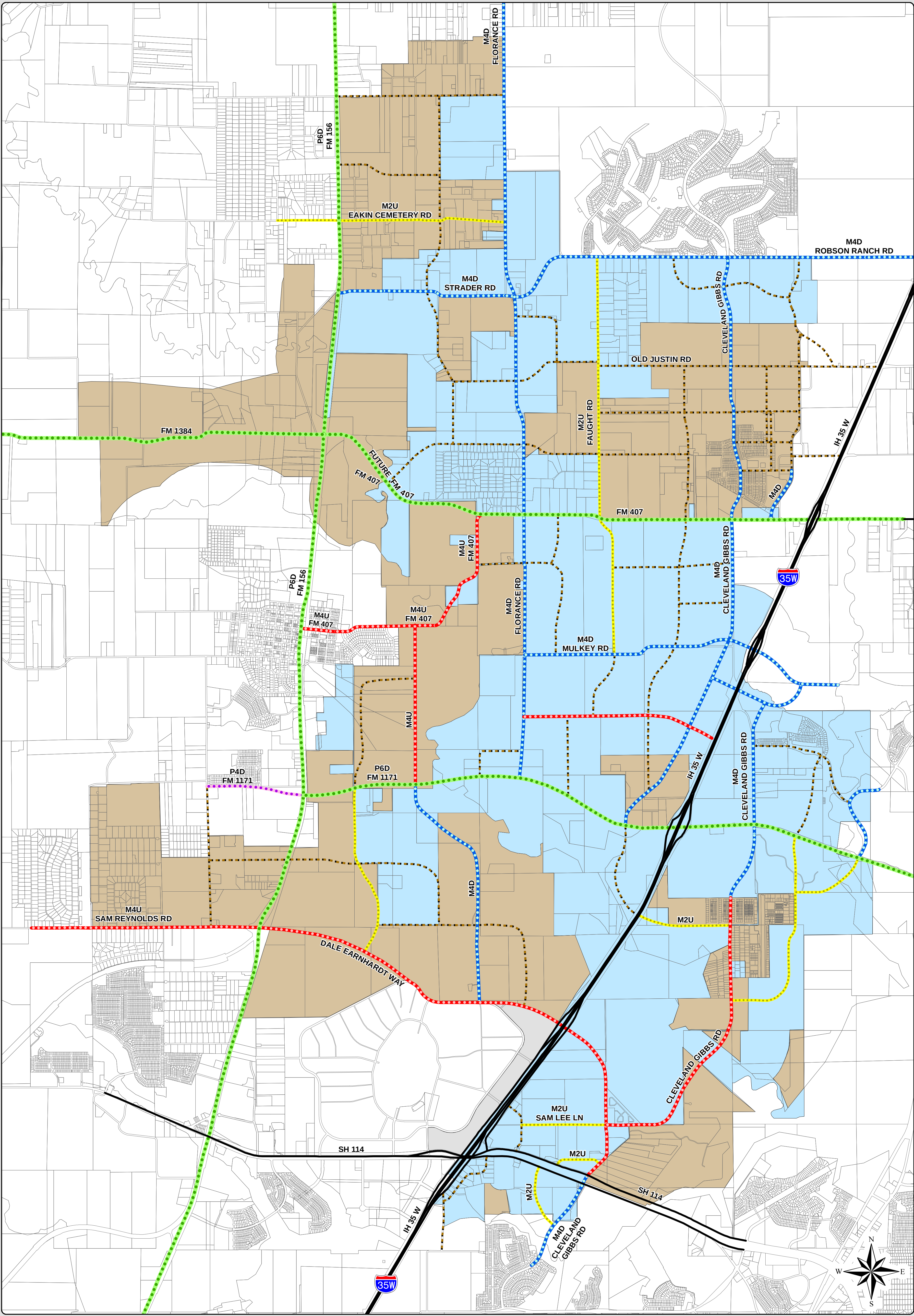
Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT “A”

MASTER THOROUGHFARE PLAN
MAP



Map Features

- Thoroughfare Type**
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

MTP Update Adopted by Ordinance 16-0310 on November 10, 2016

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000
Scale in Feet



TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-38

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND ADOPTING LAND USE ASSUMPTIONS AND A CAPITAL IMPROVEMENTS PLAN; SETTING A PUBLIC HEARING TO CONSIDER THE ADOPTION OF ROADWAY IMPACT FEES TO BE CHARGED TO NEW DEVELOPMENT; AND PROVIDING FOR PUBLICATION OF THIRTY (30) DAYS NOTICE OF SUCH PUBLIC HEARING.

WHEREAS, pursuant to Chapter 395, Texas Local Government Code, the Town Council desires to adopt roadway impact fees on new development adequate to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to the new development; and

WHEREAS, Chapter 395, Texas Local Government Code, requires certain notices, hearings, and processes for such impact fees adoption; and

WHEREAS, pursuant to Chapter 395, the Town Council has held a public hearing on Land Use Assumptions and a Capital Improvements Plan as required under Chapter 395 of the Texas Local Government Code to enact impact fees; and

WHEREAS, the Town Council desires to adopt such Land Use Assumptions and Capital Improvements Plan in order to enact impact fees sufficient to fund or recoup the costs of capital improvements or facility expansions necessitated by and attributable to the new development;

WHEREAS, the Town Council has determined that it is in the best interest of the health, safety, and general welfare of the citizens of the Town to adopt such Land Use Assumptions and Capital Improvements Plan and to call the necessary public hearing for adoption of roadway impact fees pursuant to Chapter 395, Texas Local Government Code.

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

SECTION 1. The land use assumptions and capital improvements plan contained in the report authored by Halff Associates, Inc., dated July 2016, styled *Master Thoroughfare Plan, Roadway Impact Fee, Northlake Texas* attached hereto as **Exhibit "A"** are hereby approved and adopted.

Section 2. A public hearing is hereby called for the 8th day of December, 2016, at 5:30 o'clock p.m., to consider adoption of impact fees. Such hearing shall take place in the Town Council Chambers of the Town of Northlake located at 1400 FM 407, Northlake, Texas 76247.

Section 3. A notice of such hearing shall be published more than thirty (30) days prior to such hearing. The notice shall read as follows:

"NOTICE OF PUBLIC HEARING ON ADOPTION OF IMPACT FEES

A hearing shall be held at 5:30 p.m., Thursday, December 8, 2016, in the Town Council Chambers, Town of Northlake Town Hall, 1400 FM 407, Northlake, Texas, 76247. The purpose of the hearing is to consider

the adoption of a roadway impact fee. The proposed amount of the impact fee for each numbered service zone below is as follows:

1. \$1,490.00
2. \$781.50
3. \$152.00
4. \$187.50

The above cost for each numbered service zone is measured per service unit. Any member of the public has the right to appear at the hearing and present evidence for or against the plan and the proposed fee.”

PASSED AND APPROVED THIS THE 10th DAY OF NOVEMBER, 2016

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit “A”

Master Thoroughfare Plan, Roadway Impact Fee, Northlake Texas

MASTER THOROUGHFARE PLAN

Roadway Impact Fee Northlake, Texas

July 2016

Prepared for
Town of Northlake



S. P. Booth 07/29/2016

AVO 30659



1201 North Bowser Road
Richardson, Texas 75081

Firm Registration No. 312

INTRODUCTION

The following report summarizes the methodology behind the development of the Roadway Impact Fee for the Town of Northlake. The report includes discussions on the Thoroughfare Plan, Land Use Assumptions, the 10-Year Capital Improvement Plan (CIP), roadway capacity calculations, and maximum impact fee by service unit.

THOROUGHFARE PLAN

In February of 2016, the Town of Northlake adopted an updated Master Thoroughfare Plan (MTP). The MTP is designed to provide for the future travel needs of the community by ensuring the orderly development of the street system. It is also designed to ensure that adequate rights-of-way are preserved with general alignments and sufficient width to allow for the efficient expansion and improvement of the street system over time. The adopted MTP map for the Town of Northlake is shown in **Exhibit 1** in the Appendix.

CAPITAL IMPROVEMENT PLAN

The first step in the process of determining roadway impact fees is the development of a 10-year Capital Improvement Plan (CIP) for the roadways and streets serving the Town of Northlake. The CIP includes roadway projects recommended/intended for construction in the next ten (10) years designed to serve both existing and future development needs in those same 10 years.

Existing Facilities

The thoroughfare system serving the Town of Northlake is minimally developed at this time with many of the major and minor arterials being two-lane asphalt and gravel roadways (approximately 20 feet wide) with open ditch drainage (rural cross-section design). Other arterials are dirt roadways or are non-existent. Exceptions include FM 1171, which is currently being widened to an urban (curb and gutter) concrete six-lane facility and Robson Ranch Road, which is a concrete four-lane undivided roadway with rural cross-section.

Projected 10-Year Development Growth

Working with Town staff, existing and projected development growth was established. **Table 1** below summarizes the existing land use and projected growth (cumulative) for five basic development types, which are single family housing, multi-family housing, commercial (which include retail uses), industrial/warehousing, and hotel.

Table 1 – Summary of Existing and Projected Development in Northlake

Land Use/Development Type	Existing	10-Year*	Build-Out*
Single Family Housing	375 units	4,003 units	12,143 units
Multi-Family Housing	1,006 units	1,869 units	2,120 units
Commercial	69,068 sqft	1,716,899 sqft	6,641,809 sqft
Industrial/Warehousing	2,588,902 sqft	5,283,482 sqft	12,994,603 sqft
Hotel	195 rooms	591 rooms	1,011 rooms

** Cumulative development amount shown in table*

As can be seen in the table above, significant growth within the Town of Northlake (this does not include development within the town's extra-territorial jurisdiction [ETJ]) is anticipated in the next 10 years. As such, the thoroughfare system will need improvements to support the projected growth in development.

Proposed Facilities and CIP Costs

The Town of Northlake MTP was developed based on a projected build-out of development within both the town's actual limits and the town's ETJ. For the purpose of determining the needed infrastructure over the next ten years, it was assumed that there would be growth within the town's ETJ similar to that which is projected with the actual town limits.

The thoroughfare facilities selected for inclusion in the 10-year Roadway CIP are listed in **Table 2** and are shown graphically in **Exhibit 2** of the Appendix. The list includes a description of the planned improvements, the approximate project length, and an engineer's opinion of probable cost to construct. This list includes the town's share of the cost for TxDOT facilities, which under existing State Statute can be financed with impact fees.

The engineer's opinion of probable costs were utilizing standard cost estimating practices. These practices include using past and recent unit bid prices from publicly bid street/roadway projects from surrounding communities, as well as TxDOT average low bid unit prices for the Dallas District.

Financing costs for the projects listed in the CIP are included in the total estimated cost as well as an assumed interest rate of 5.0%.

Table 2 – 10-Year Roadway Capital Improvement Program

Roadway	Description		Limits		Project Length (ft)
	Existing	Proposed	From	To	
Strader Rd	2-In Chip Seal	1/2 4-In Divided Concrete	FM 156	Florance Rd	7,550
Robson Ranch	2-In Concrete	1/2 4-In Divided Concrete	Florance Rd	Yarbrough (Existing 4-lane)	2,850
Florance Rd	2-In Asphalt	Rehabilitation of Existing 2-In Asphalt	Robson Ranch	FM 407	9,350
Florance Rd	New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	8,600
Faught Rd	2-In Asphalt	2-In Concrete	Robson Ranch	Mulkey Rd	17,100
Cleveland Gibbs (W)	New Alignment	1/2 4-In Divided Concrete	Robson Ranch	Town Limit	2,860
Cleveland Gibbs (W)	2-In Gravel/ New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	2,650
FM 407	2-In Asphalt w/Shoulders	4-In Divided Concrete (w/ Wide Median)	Florance Rd	Harvest Way (IH 35W)	10,900
Mulkey Rd	2-In Gravel	1/2 4-In Divided Concrete	Florance Rd	Cleveland Gibbs	9,000
Future M4U	New Alignment	4-In Undivided Concrete	Florance Rd	Cleveland Gibbs	7,400
Cleveland Gibbs (E)	Varies 2-In Asphalt/Concrete	1/2 4-In Divided Concrete	TxDOT Maintained Section	FM 1171	5,720
Cleveland Gibbs (E)	2-In Asphalt	1/2 4-In undivided Concrete	FM 1171	Town Limit	3,370
Sam Lee Ln	2-In Gravel	2-In Concrete	Ashmore Ln	Lot 12, Block 4 Northport Addition	1,850
Cleveland Gibbs Bridge	Washed Out	4-In Undivided	at Denton Creek	n/a	n/a
Cleveland Gibbs (S)	2-In Gravel	1/2 4-In Divided Concrete	Old Cleveland-Gibbs	Bridge	4,175

IMAPCT FEE CALCULATION

With the 10-year CIP complete, the next step is to determine the maximum fee per service unit that can be charged by the Town for new development within the corporate boundaries. In general, the fee is calculated by dividing the 10-year CIP cost (described in the above section) by the forecasted growth in service units related to development. The specific steps are:

- 1) Identification of roadway impact fee service areas/zones within the Town;
- 2) Calculation of the standard service unit;
- 3) Determination of the portion of the 10-year CIP necessary to serve the projected 10-year growth;
- 4) Examination of total roadway capacity, current level of roadway capacity usage, and future usage of roadway capacity for existing and proposed improvements;

Each of the specific steps listed above are described in detail in the subsequent sections of the report.

Service Areas

The collection and expenditure of roadway impact fees is governed by State Statute. This State Law states regarding the collection and expenditure of these fees; *“For roadway facilities, the service area is limited to an area within the corporate boundaries of the political subdivision and shall not exceed six miles.”* Therefore, it was necessary to divide the Town of Northlake into four (4) areas or zones. **Exhibit 3** in the Appendix shows the boundaries of the four impact fee zones. The impact fee zones incorporate the developable land located within the corporate limits of Northlake. The existing development, projected 10-year development growth, and ultimate build-out of development for each of the five land use types was then detailed for each zone. A summary of the development (both existing and projected) is shown below in **Table 3**. Note that the table below shows the cumulative totals for the development types. Therefore, the totals shown in the column for ultimate build-out are the full amount, which includes any existing development and the projected development growth in the next 10 years.

Table 3 – Summary of Existing and Projected Development by Impact Fee Zone

Zone	Single Family (units)			Multi-Family (units)			Commercial (1000 sqft)			Ind/Warehouse (1000 sqft)			Hotel (rooms)		
	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult	Ex	10 Yr	Ult
1	215	443	632	-	-	-	-	-	-	-	-	-	-	-	-
2	34	1,542	2,834	-	-	-	-	398	1,203	-	-	-	-	-	-
3	116	1,731	7,541	-	550	660	-	766	3,217	6	12	187	-	-	300
4	10	287	1,136	1,006	1,319	1,460	69	553	2,222	2,583	5,271	12,808	195	591	711
Total	375	4,003	12,143	1,006	1,869	2,120	69	1,717	6,642	2,589	5,283	12,995	195	591	1,011

Service Unit

For the purpose of calculating the roadway impact fee rate, the “**PM Peak Hour Vehicle-Miles**” was selected to be the standard service unit. This service unit is calculated by multiplying the trips generated in the PM peak hour for a specific land use type (vehicles) by the average trip length (miles) for that land use. Trip generation for the PM peak hour is based on information contained in the Institute of Transportation Engineers (ITE) *Trip Generation Manual – Ninth Edition*, which is the standard reference for land use trip rates. **Table 4** below summarizes the trip generation rates for the five general land use types

Table 4 – ITE PM Peak Hour Trip Generation Rates

Land Use/Development Type (ITE Code)	Variable	PM Trip Rate
Single Family Housing (210)	Units	1.00
Multi-Family Housing (220)	Units	0.62
Commercial (820)	1000 square feet	3.71
Industrial/Warehousing (110/150)*	1000 square feet	0.53*
Hotel (310)	Rooms	.70

* Study assumes a 1 to 2 ratio of industrial to warehouse uses

Information used in determining the average trip length comes from the North Central Texas Council of Governments (NCTCOG). **Table 5** below summarizes the average trip lengths for each of the five uses based on the information provided by NCTCOG developed for this area.

Table 5 – NCTCOG Average Trip Lengths

Land Use/Development Type (ITE Code)	Average Trip Length
Single Family Housing (210)	10.24
Multi-Family Housing (220)	10.24
Commercial (820)	8.4
Industrial/Warehousing (110/150)	11.4
Hotel (310)	9.0

Based on the NCTCOG data, most trips at the average length shown would result in travel beyond the corporate limits of the Town of Northlake. Therefore, it was determined to set a maximum trip length for each of the impact fee zones that would be more representative of the distance a trip would travel on roadways within those designated zones in the Town of Northlake. This is shown in **Table 6**.

Table 6 – Maximum Trip Lengths by Zone

Land Use/Development Type (ITE Code)	Average Trip Length
Zone 1 (NW Quadrant)	4.09
Zone 2 (NE Quadrant)	4.92
Zone 3 (SW Quadrant)	4.55
Zone 4 (SE Quadrant)	3.79

Combining the trip generation rates shown in **Table 4** with the maximum trip lengths for each zone contained in **Table 6** yields the service unit measurements for each zone and land use type. This is summarized below in **Table 7**.

Table 7 – Service Unit Calculations by Impact Fee Zone (Zonal Service Unit Rate)

Land Use Type	PM Peak Trip Rate	Zone 1 (NW)		Zone 2 (NE)		Zone 3 (SW)		Zone 4 (SE)	
		Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)	Max Trip Length	Veh-Mi (SU)
Single Family Housing	1.00	4.09	4.09	4.92	4.92	4.55	4.55	3.79	3.79
Multi-Family Housing	0.62	4.09	2.54	4.92	3.05	4.55	2.82	3.79	2.35
Commercial	3.71	4.09	15.17	4.92	18.25	4.55	16.88	3.79	14.06
Industrial/Warehousing	0.53	4.09	2.17	4.92	2.61	4.55	2.41	3.79	2.01
Hotel	0.70	4.09	2.86	4.92	3.44	4.55	3.19	3.79	2.65

Proportion of 10-year CIP Costs Attributed to 10-Year Growth

Using data provided by the Town of Northlake, the eligible costs of the 10-year CIP related to the projected growth over the 10 year period were calculated. These costs included the following assumptions and data:

- 1) All proposed improvements will serve and benefit both existing and future traffic within the town, including future traffic that will occur beyond the 10 year period. Therefore, the costs associated with the 10-year growth period have been proportioned as a percentage of the service units calculated at ultimate build-out.
- 2) Costs of existing facilities constructed to serve new development have been included as identified by the Town of Northlake staff.
- 3) If bonds are issued to pay for projects listed in the CIP, then the interest cost can be included. The financing costs were based on a 5.0% annual interest rate over a 20 year term with typical fees assumed at 2.0% of the project cost (issuance fee, legal, etc.).

A summary of the 10-year CIP projects and projected costs is shown in **Table 8** below.

Table 8 – Projected 10-Year CIP Costs

Roadway	Impact Fee Zone	Description		Limits		Cost		
		Existing	Proposed	From	To	Construction	Financing	Total
Strader Rd	1	2-In Chip Seal	1/2 4-In Divided Concrete	FM 156	Florance Rd	\$ 4,228,000.00	\$ 2,641,873.00	\$ 6,869,873.00
Robson Ranch	2	2-In Concrete	1/2 4-In Divided Concrete	Florance Rd	Yarborough (Existing 4-lane)	\$ 1,596,000.00	\$ 997,263.00	\$ 2,593,263.00
Florance Rd	1, 2	2-In Asphalt	Rehabilitation of Existing 2-In Asphalt	Robson Ranch	FM 407	\$ 1,013,000.00	\$ 632,974.00	\$ 1,645,974.00
Florance Rd	2, 3	New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	\$ 4,816,000.00	\$ 3,009,286.00	\$ 7,825,286.00
Faught Rd	2	2-In Asphalt	2-In Concrete	Robson Ranch	Mulkey Rd	\$ 9,610,400.00	\$ 6,005,075.00	\$ 15,615,475.00
Cleveland Gibbs (W)	2	New Alignment	1/2 4-In Divided Concrete	Robson Ranch	Town Limit	\$ 1,601,600.00	\$ 1,000,762.00	\$ 2,602,362.00
Cleveland Gibbs (W)	2, 3	2-In Gravel/ New Alignment	1/2 4-In Divided Concrete	FM 407	Future M4U	\$ 5,004,000.00	\$ 3,126,758.00	\$ 8,130,758.00
FM 407	2	2-In Asphalt w/Shoulders	4-In Divided Concrete (w/ Wide Median)	Florance Rd	Harvest Way (IH 35W)	\$ 12,208,000.00	\$ 7,628,190.00	\$ 19,836,190.00
Mulkey Rd	2, 3	2-In Gravel	1/2 4-In Divided Concrete	Florance Rd	Cleveland Gibbs	\$ 5,040,000.00	\$ 3,149,252.00	\$ 8,189,252.00
Future M4U	3	New Alignment	4-In Undivided Concrete	Florance Rd	Cleveland Gibbs	\$ 8,140,000.00	\$ 5,086,293.00	\$ 13,226,293.00
Cleveland Gibbs (E)	3	Varies 2-In Asphalt/Concrete	1/2 4-In Divided Concrete	TxDOT Maintained Section	FM 1171	\$ 3,203,200.00	\$ 2,001,525.00	\$ 5,204,725.00
Cleveland Gibbs (E)	4	2-In Asphalt	1/2 4-In Divided Concrete	FM 1171	Town Limit	\$ 1,887,200.00	\$ 1,179,220.00	\$ 3,066,420.00
Sam Lee Ln	4	2-In Gravel	2-In Concrete	Ashmore Ln	Lot 12, Block 4 Northport Addition	\$ 1,143,000.00	\$ 714,205.00	\$ 1,857,205.00
Cleveland Gibbs Bridge	4	Washed Out	4-In Undivided	at Denton Creek	n/a	\$ 10,000,000.00	\$ 6,248,517.00	\$ 16,248,517.00
Cleveland Gibbs (S)	4	2-In Gravel	1/2 4-In Divided Concrete	Old Cleveland-Gibbs	Bridge	\$ 2,338,000.00	\$ 1,460,903.00	\$ 3,798,903.00
Total Projected 10-Year CIP Costs						\$ 71,828,400.00	\$ 44,882,101.00	\$ 116,710,501.00

From **Table 8**, the CIP costs for the individual impact fee zones was calculated. For projects that are located within two (or possibly more) zones, the CIP costs were split relative to the percentage of the project located within a given zone. For example, the Florance Road rehabilitation project is located on the boundary of both zones 1 and 2. Therefore, the cost of the project was split equally between the two zones. Table 9 summarizes the CIP costs by impact fee zone.

Table 9 – 10-Year CIP Cost by Impact Fee Zone

Impact Fee Zone	Total CIP Cost
1	\$ 7,692,860.00
2	\$ 56,095,894.00
3	\$ 27,950,699.00
4	\$ 24,971,046.00
Total	\$ 116,710,499.00

Using the development growth data provided by the Town, the total vehicle-miles for each zone and the Town as a whole were calculated by multiplying the development projections (existing, 10-year, and ultimate) by the service units (SU) calculated in **Table 7** (pg 6). **Table 10** shows the portion of vehicle-miles (service units) that are existing, attributable to the growth within the next 10 years, and beyond to ultimate build-out.

Table 10 – Vehicle-Mileage (SU) Distribution by Zone and Development Period

Impact Fee Zone	Existing		10-Year Growth		To Ultimate Build-out		Ultimate Veh-Mi
	Existing Vehicle-Miles	Percent of Ultimate	Vehicle-Miles Added	Percent of Ultimate	Vehicle-Miles Added	Percent of Ultimate	
1	879	34.0%	932	36.1%	773	29.9%	2,585
2	167	0.5%	14,682	40.9%	21,050	58.6%	35,900
3	543	0.6%	21,852	23.8%	69,481	75.6%	91,876
4	9,078	13.6%	15,034	22.6%	42,486	63.8%	66,598
Total	10,667	5.4%	52,500	26.7%	133,790	67.9%	196,959

Combining the CIP costs from **Table 9** with the percent of vehicle-miles from the 10-year growth period located in **Table 10**, a summary of the CIP cost for each impact fee zone based on the projected 10-year growth can be calculated. This is shown in **Table 11**.

Table 11 – Summary of 10-Year CIP Cost by Impact Fee Zone

Impact Fee Zone	Total CIP Cost per Zone	Percent of Vehicle-Miles (SU) Attributed to 10-Year Growth	CIP Cost Attributed to 10-Year Growth
1	\$ 7,692,860.00	36.1%	\$ 2,777,123.00
2	\$ 56,095,894.00	40.9%	\$ 22,943,221.00
3	\$ 27,950,699.00	23.8%	\$ 6,652,267.00
4	\$ 24,971,046.00	22.6%	\$ 5,643,457.00
Total	\$ 116,710,499.00		\$ 38,016,068.00

Cost per Service Unit

The last step in the process is take the totals from Table 11 and convert them to a cost per service unit. This is accomplished by dividing the CIP cost for a zone, attributed to the projected growth in next 10 years, by the growth in service units (SU) or vehicle-miles anticipated for the next 10 years for the same zone. This is shown in **Table 12** below.

Table 12 – Summary of Cost per Service Unit (SU) by Impact Fee Zone

Impact Fee Zone	CIP Cost Attributed to 10-Year Growth	New Vehicle-Miles (Service Unit) (10-Year Growth)	Cost Per Service Unit	Cost Per Service Unit (Rounded)
1	\$ 2,777,123.00	932	\$ 2,979.75	\$ 2,980
2	\$ 22,943,221.00	14,682	\$ 1,562.68	\$ 1,563
3	\$ 6,652,267.00	21,852	\$ 304.42	\$ 304
4	\$ 5,643,457.00	15,034	\$ 375.38	\$ 375
Total	\$ 38,016,068.00	52,500		

SAMPLE CALCULATION OF ROADWAY IMPACT FEE

The following section details a sample calculation of the roadway impact fee for a sample development.

Proposed Development

For the purpose of the sample calculation, it is assumed that there is retail/commercial development with a total of 1,000,000 gross square feet of space being proposed in impact fee zone 3.

The first step is to determine the number of service units (SU), or vehicle-miles, generated by the proposed development. The equation would be:

$$SU = \text{Development Units} \times \text{Zonal Service Unit Rate}$$

In the above equation, the number of development units is a measure of the amount of development. For retail/commercial development, the number of units are per 1,000 gross square feet (see **Table 4**). So for the example development, 1,000,000 square feet of retail development is equivalent to 1,000 units of commercial development.

$$\frac{1,000,000 \text{ sqft}}{1,000 \text{ sqft}} = 1,000 \text{ units}$$

The zonal service unit rate comes from **Table 7**. For a commercial development in zone 3, the zonal service unit rate is 16.88. Multiplying the development units by the zonal service unit rate yields the total number of service units for the example development.

$$1,000 \text{ units} \times 16.88 \frac{SU}{unit} = 16,880 \text{ SU}$$

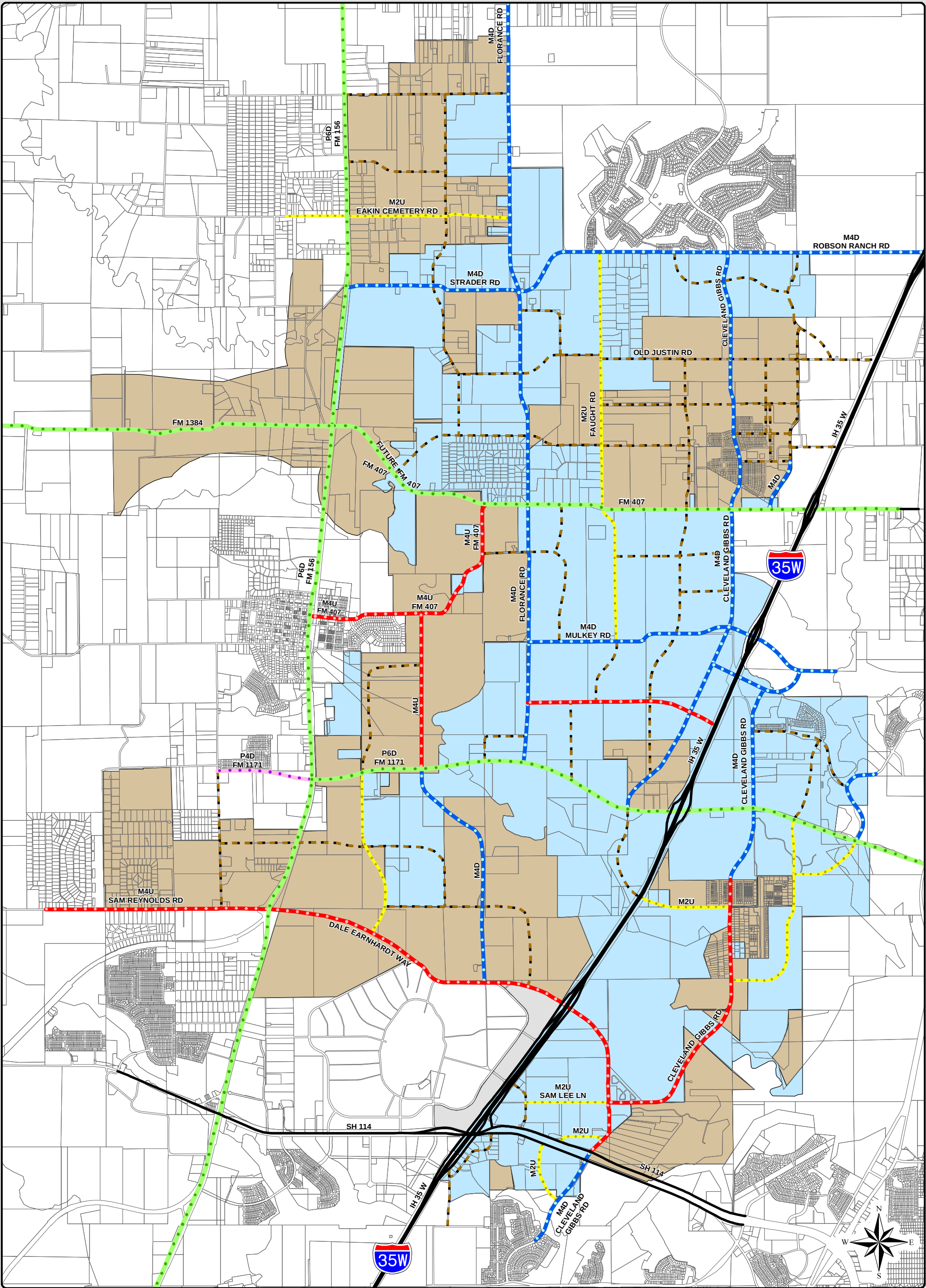
Once the service units related to a development have been calculated, the service units (SU) are multiplied by the cost per service unit for the given zone. For this example, 16,880 SU would be multiplied by the impact fee cost per service unit for zone 3 (\$304), which is located in **Table 12**.

$$16,880 \text{ SU} \times \frac{\$304}{SU} = \$5,131,520$$

For the given sample project of 1,000,000 square feet of retail located in zone 3, the impact fee would be \$5,131,520. But by statute, the Town of Northlake can only collect 50% without preparing detailed cost analyses for the projects. So the adjusted impact fee total would be \$2,565,760.

APPENDIX A

Exhibits



Map Features

- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



EXHIBIT 1
MASTER THOROUGHFARE PLAN

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

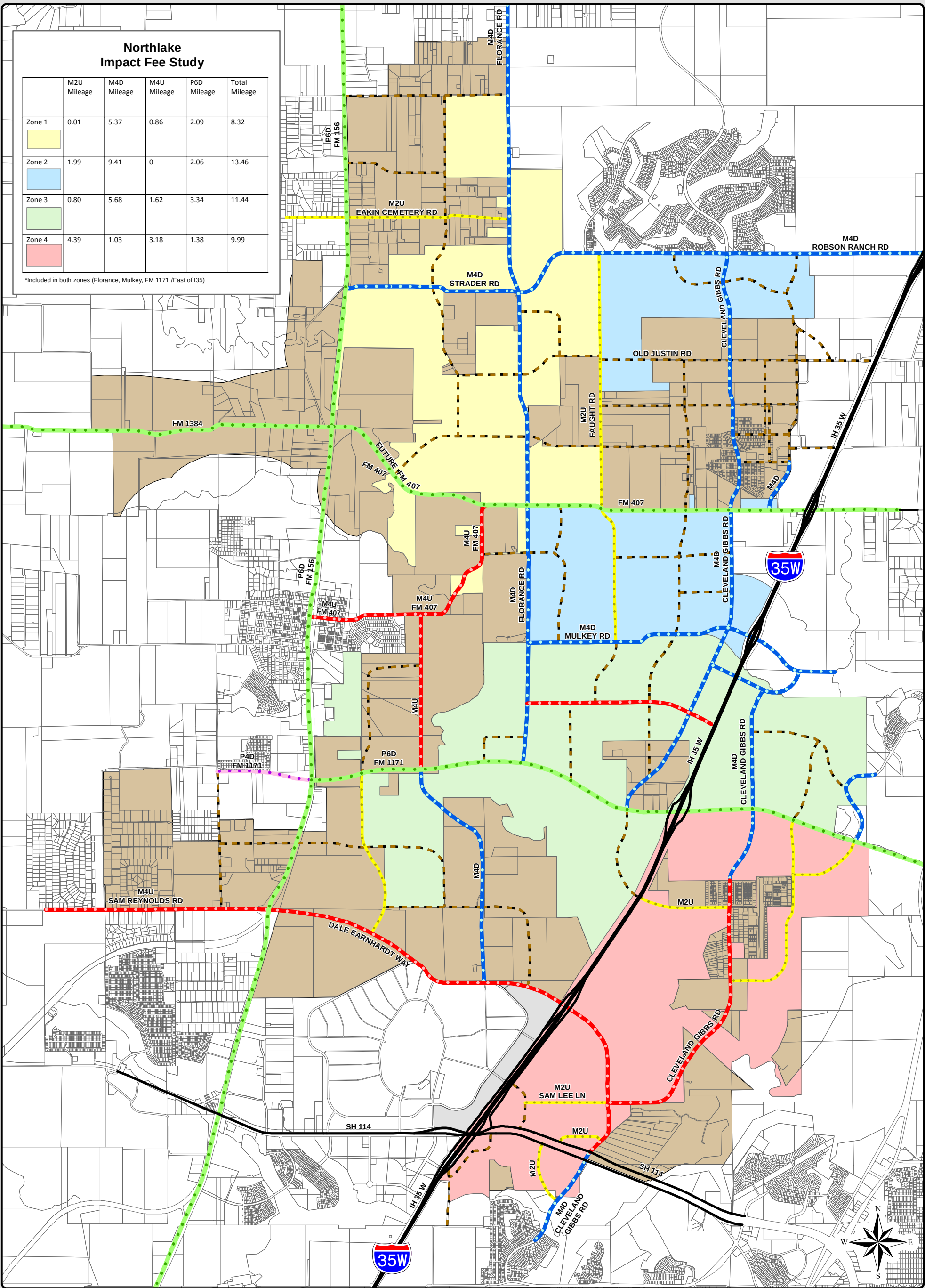
0 2,000 4,000
Scale in Feet



Northlake
Impact Fee Study

	M2U Mileage	M4D Mileage	M4U Mileage	P6D Mileage	Total Mileage
Zone 1	0.01	5.37	0.86	2.09	8.32
Zone 2	1.99	9.41	0	2.06	13.46
Zone 3	0.80	5.68	1.62	3.34	11.44
Zone 4	4.39	1.03	3.18	1.38	9.99

*Included in both zones (Florance, Mulkey, FM 1171 /East of I35)



Map Features

- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



EXHIBIT 3
Impact Fee Zones

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000
Scale in Feet



Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Eric Tamayo, Public Works Director
Date: November 10, 2016
Re: South Water Pressure Plan Study and Recommendations with Neel-Schaffer+Cheatham, Inc.

With the addition of Farmer Brothers, Northport 35, restaurants and service stations, the demand for water service in Northlake at the IH 35W and SH 114 intersection continues to increase. Currently our commercial and retail hub is reliant on water pressure provided by the City of Fort Worth. As the other side of I-35W continues to grow with Tanger Outlet Mall, Churchill Apartments, and restaurants, Fort Worth will not be able to consistently provide retail pressures. The Town needs to plan now to build our own pressure system with pumps, ground storage and elevated storage.

Derek Cheatham, with Neel-Shaffer+Cheatham, Inc. has provided a proposal to study this area, make infrastructure recommendations and provide estimates of cost. The core study will not exceed \$20,000 and additional optional work will bring the overall total not to exceed \$30,000. This study is eligible to be funded by South Area Impact Fees. The Town has collected over \$750,000 in impact fees in the South Service Area.

Please contact me at 940.390.3341 if you have any questions or comments.

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 16-39

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND CONTRACT WITH NEEL-SCHAFFER + CHEATHAM, INC. TO PROVIDE ADDITIONAL, SPECIFIC ENGINEERING SERVICES TO THE TOWN NOT TO EXCEED \$30,000.

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to seek the provision of professional engineering services to the Town by contractors who possess the necessary skill and acumen to provide such services to the Town; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into a specific contract with a professional engineering firm in order to provide for the provision of professional services outside the scope of services of the retained consultant engineer;

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

SECTION 1. All of the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified and incorporated into the body of this resolution as if copied in their entirety.

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into professional services contract for the provision of engineering services for the study of the south water pressure plane and recommending future improvements with consultation from Town staff and other Town consultants.

SECTION 3. That the Town Administrator is hereby authorized, on behalf of the Town to execute a contract, not to exceed \$30,000, with Neel-Schaffer + Cheatham, Inc. for engineering services with legal advice from the Town Attorney.

PASSED AND APPROVED THIS THE 10TH DAY OF NOVEMBER, 2016.

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



November 4, 2016

Mr. Drew Corn, Town Administrator
Town of Northlake
1400 FM 407
Northlake, TX 76247

**REFERENCE: SOUTH PRESSURE PLANE WATER STUDY
 I35W / SH114 SERVICE AREA**

Dear Mr. Corn:

This is a Letter Agreement for Neel-Schaffer, Inc. to the Town of Northlake for the professional services related to the South Pressure Plane Water Study for the service area limits of I-35W Frontage Road, SH 114 and Dale Earnhardt Way.

Neel-Schaffer will provide professional services based on the scope as shown on Exhibit A, "Scope of Services", which is attached to and made part of this Letter Agreement.

We propose to provide these services for a fixed fee of \$19,000. Optional additional services at direct pass through cost from our subcontractor:

Preliminary geotechnical investigation – approximately \$4,550.
(Elevated and Ground Storage Tank site)

Phase I Environmental Site Assessments - approximately \$3,500 per site.

We will bill you on a monthly basis based on the percentage of work performed. Services proposed in this Letter Agreement shall be provided in accordance with Exhibit B, "General Terms and Conditions," which is attached to and made a part of this Letter Agreement.

This Letter Agreement will also allow Neel-Schaffer, Inc. to provide other services to the Town of Northlake in accordance with Exhibit B at the hourly rates shown in Exhibit C, "2016 Rate Schedule for Professional Services," which is attached to and made a part of this Letter Agreement. Prior to proceeding with future requests for services, we will request written authorization referencing this Letter Agreement and specifying the scope of services and the estimated fee.

This Letter Agreement consisting of two pages; Exhibit A consisting of two pages, Exhibit B consisting of three pages, and Exhibit C consisting of one page represent the entire agreement between Neel-Schaffer, Inc. and the Town of Northlake. This Letter Agreement may only be modified or amended by a duly executed written document. If the terms and conditions of this Letter Agreement are acceptable, please execute the original and the copy and return the copy to us. Please call if you have any questions.

Mr. Drew Corn
November 4, 2016
Page 2

We appreciate the opportunity to provide these services to you and look forward to working with you.

Sincerely,

NEEL-SCHAFFER, INC.



Derek Cheatham, P.E.
Vice President

Attachments

ACCEPTED:

TOWN OF NORTHLAKE

BY: _____

Date: _____

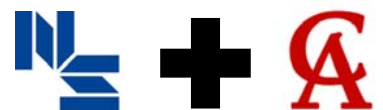


Exhibit A
Scope of Services
South Pressure Plane Water Study
I35W / SH114 Service Area

The Town of Northlake is currently experiencing significant growth including the southeast portion of the Town. Specifically, the area of interest for this proposed water study is the portion of the south pressure plane east of Interstate 35W. A cursory level review will be made of this area with more detailed modelling of the development area around I-35W Frontage Road, SH 114 and Dale Earnhardt Way. Northlake currently serves this area with water supplied by the City of Fort Worth through a connection near I-35W and SH 114. We propose to model this area with existing demand conditions, 2022 water demand, and ultimate buildout demand based on the projections in the 2012 Impact Fee Study.

With the increased growth and demand, the capacity of the Fort Worth system to supply peak flows and meet pressure requirements in this area may become an operational issue. Maintenance activities such as flushing may periodically leave the Northlake customers without service. In addition, the Fort Worth contract utilizes peaking charges on max day demand use which is charged to the Town. The development of Northlake storage and pumping infrastructure may help decrease the peaking charges in the future.

Previous water master planning for the Town has identified a pump station and ground storage tank near the current Fort Worth delivery point, as well as an elevated storage tank at a site along Sam Lee Lane. These infrastructure improvements will provide the Town redundancy with storage and pumping capacity that is not currently available. With the long term plan, the Fort Worth connection will be a wholesale delivery point with an air gap between the Fort Worth system and the Northlake system. This will allow Northlake to provide the peak daily and hourly demands from their local system without the dependence on Fort Worth. Furthermore, the proposed infrastructure will also provide increased fire flow protection for the Northlake service area which is primarily industrial land use in this area.

Assumptions

- We will utilize the same water demand rates per land use area as the 2012 Impact Fee Study (i.e., Industrial Use - 2270 gpd/acre)

The Town of Northlake will provide:

- The latest WaterGEMS water system model network
- The existing and projected land uses (Industrial, Multi-Family, etc.) for the south pressure plane east of I-35W for year 2022 and ultimate buildout

- Supporting available record drawings, parcel information, plats, GIS ortho files and GIS shapefiles

Proposed Major Tasks to be performed by Neel-Schaffer + Cheatham & Associates:

- Phasing options for construction of the proposed new pump station, ground storage tank, and elevated storage tank near Sam Lee Lane
 - Analysis of pressure available from Fort Worth to fill the elevated tank
 - Pump station with pneumatic tanks as a Phase I option
 - New pump station and new elevated tank option constructed simultaneously
- Model the south pressure plane area east of I-35W including the new pump station site and the new elevated tank site to verify/determine:
 - Transmission line sizes required
 - Fire flow available
 - Approximate service area limits
 - Verify elevated tank overflow elevation
 - Verify the proposed ground and elevated storage capacities to
 - Enhance fire flow protection
 - Potentially reduce peaking charges
 - Provide operational benefits and redundancy
- Assist Town with evaluating potential pump station/ground storage site and elevated tank site locations
 - Soil investigation
 - Environmental Phase 1
 - Easement and ROW requirements
 - FEMA floodplain review for pump station site
 - File Notice of Proposed Construction or Alteration with the FAA for approval of the elevated tank structure at the potential selected site(s)
 - Provide Engineer Opinion of Probable Cost (EOPC)
- Study Deliverables
 - Final Reports with recommendations, maps and EOPCs
 - Recommended phasing options, concerns with proposed site locations, and summary of hydraulic model results
 - Transmission line routing and sizing recommendations
 - Presentation of results to the Town of Northlake

EXHIBIT B
NEEL-SCHAFER, INC. (NSI)
GENERAL TERMS AND CONDITIONS
PROFESSIONAL CONSULTANT SERVICES

1. **Relationship between NSI and Client.** NSI shall serve as the Client's Professional consultant in those phases of the Project to which this Agreement applies. The relationship is that of a buyer and seller of professional services and it is understood that the parties have not entered into any joint venture or partnership with the other. The Professional consultant shall not be considered to be the agent of the Client. To the extent that Client is a public entity or a person or entity obligated to repay some or all of an amount borrowed in a municipal securities offering, it is expressly understood and agreed that the Professional consultant is not acting as a municipal advisor to the Client, as that term applies to the Dodd-Frank Wall Street Reform and Consumer Protection Act and its supporting regulations, that Professional consultant's services will not include the provision of advice or recommendations regarding municipal financial products or the issuance of municipal securities, and that the Client is responsible for retaining an independent registered municipal advisor for such advice or recommendation.

2. **Responsibility of NSI.** NSI will perform services under this Agreement in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement or in any report, opinion, document, or otherwise.

3. **Responsibility of the Client.** Client shall provide all criteria and full information as to his requirements for the Project, including budgetary limitations. Client shall arrange for NSI to enter upon public and private property and obtain all necessary approvals required from all governmental authorities having jurisdiction over the Project.

Client shall give prompt written notice to NSI whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of NSI's services.

The Client shall promptly report to the Professional consultant any defects or suspected defects in the Professional consultant's services of which the Client becomes aware, so that the Professional consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Should legal liability for the defects exist, failure by the Client and the Clients' contractors or subcontractors to notify the Professional consultant shall relieve the Professional consultant of any liability for costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

4. **Designation of Authorized Representatives.** Each party shall designate one or more persons to act with authority in its behalf

with respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the party.

5. **Ownership of Documents.** All documents prepared by NSI in connection with any or all of the services furnished hereunder shall be the property of NSI. NSI shall have the right to retain copies of all documents for its files.

6. **Reuse of Documents.** All documents furnished by NSI pursuant to this Agreement, are intended for use on the Project only. Client agrees they should not be used by the Client or others on extensions of the Project or on any other project. Any reuse, without written verification or adaption by NSI, shall be at Client's sole risk, and Client shall indemnify and hold harmless Professional consultant from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting therefrom. Client further acknowledges that any reports or studies prepared by NSI are intended solely for the Client's use and information, and the Client shall defend and indemnify NSI from any liabilities arising out of other entities' reliance on such reports or studies.

7. **Changes.** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or time schedule adjustments; and NSI and Client shall negotiate appropriate adjustments in fee and/or schedule acceptable to both parties to accommodate any changes or Additional Services.

8. **Suspension of Services.** Client may, at any time, by written order to NSI to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, NSI shall immediately comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the services covered by the order. Client, however, shall pay all costs associated with suspension including all costs necessary to maintain continuity and the staff required to resume the services upon expiration of the suspension of work order. NSI will not be obligated to provide the same personnel employed prior to suspension when the services are resumed in the event the period of any suspension exceeds 30 days.

9. **Termination.** This Agreement may be terminated by either party upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by NSI either before or after the termination date shall be reimbursed by Client.

10. **Delays.** If NSI's services are delayed by the Client, or for other reasons beyond NSI's control, for more than one year, the fee provided for in this Agreement shall be adjusted equitably.

11. **Notices.** Any notice or designation required to be given by either party hereto shall be in writing and, unless receipt of such notice is expressly required by the terms hereof, it shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereinafter furnish to the other party by written notice as herein provided.

12. **Indemnification.**

To the extent not prohibited by law, and in any case to be construed in a fashion that does not waive governmental, sovereign, or official immunities where applicable, each party to this Agreement shall be, to that extent, responsible for all claims and losses, liability, penalties, damages, or other expenses of any kind whatsoever, resulting from any negligent performance or breach of that party's obligations under this Agreement committed by that party or any of its employees or agents for whom the party is legally responsible. Each party shall provide the legal defense for claims against that party or its agents or employees for whom the party is legally responsible.

13. **Legal Proceedings.** In the event NSI's employees are at any time required by Client to provide testimony, answer interrogatories or otherwise provide information ("testimony") in preparation for or at a trial, hearing, proceeding on inquiry ("proceeding") arising out of the services that are the subject of this Agreement, where NSI is not a party to such proceeding, Client will compensate NSI for its services and reimburse NSI for all related direct costs incurred in connection with providing such testimony. This provision shall be of no effect if the parties have agreed in a separate agreement or an amendment to this Agreement to terms which specifically supersede this provision, nor shall this provision apply in the event Client engages NSI to provide expert testimony or litigation support, which services shall be the subject of a separate agreement or an amendment to this Agreement.

14. **Successors and Assigns.** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns; provided however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Insurance.** Within the context of prudent business practices, NSI shall endeavor to maintain workers' compensation and unemployment compensation of a form and in an amount as required by state law; comprehensive general liability with limits of at least \$500,000/ \$1,000,000; automotive liability with limits of at least \$500,000/ \$500,000; and professional liability insurance with an annual limit of at least \$500,000. Client recognizes that insurance market is erratic and NSI cannot guarantee to maintain the coverages identified above.

16. **Information Provided by the Client.** NSI shall indicate to the Client the information needed for rendering of services hereunder. The Client may elect to provide this information (including services by others) to NSI. In this case, the Client

recognizes that NSI cannot assure the sufficiency of such information. Accordingly, NSI shall not be liable for any claims for injury or loss arising from errors, omissions or inaccuracies in documents or other information provided by the Client. In addition, the Client agrees to compensate NSI for any time spent or expenses incurred in defending such claim or in making revisions to his work as a direct or indirect result of information provided by the Client which is insufficient.

17. **Risk Allocation.** N/A

18. **Payment.** NSI shall submit monthly invoices, or invoice submittal will be as noted in the agreement, to the Client. Payment in full shall be due upon receipt of the invoice. Payment of any invoices by the Client shall be taken to mean that the Client is satisfied with the NSI's services to the date of the payment and is not aware of any deficiencies in those services. If payments are delinquent after 30 days from invoice date, the Client agrees to pay interest on the unpaid balance at the rate of one percent (1%) per month. Payment will be credited first to any interest owed then to principal. If the Client fails to make payments; then NSI, after giving seven (7) days written notice to the Client, may suspend services until the Client has paid in full all amounts due for services, expenses, and other related charges without recourse to the Client for loss or damage caused by such suspension.. The Client waives any and all claims against the NSI for any such suspension. Payment for NSI's services is not contingent on any factor, except the NSI's ability to provide services in a manner consistent with that standard of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. Payment of invoices shall not be subject to any discounts, set-offs or back-charges unless agreed to in writing by both parties. If the Client contests an invoice, the Client may withhold only that portion so contested and pay the undisputed portion, after the Client has notified the NSI in writing within 30 days of receiving the invoice and shall identify the specific cause of the disagreement and the amount in dispute.

If NSI brings any action at law or in equity to enforce or interpret the terms of this Agreement, or if NSI must either prosecute or defend any action related to the subject matter of the Agreement, and prevails in such action, then NSI shall be entitled to reasonable attorney's fees, expenses and costs, including expert witness fees, if applicable.

19. **Force Majeure.** Neither Client nor NSI shall be liable for any fault or delay caused by any contingency beyond their control, including, but not limited to, acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Compliance with Laws.** To the extent they apply to its employees or its services, NSI shall comply with all applicable United States, state, territorial and commonwealth laws, including ordinances of any political subdivisions or agencies of the United States, any state, territory or commonwealth thereof.

21. **Separate Provisions.** If any provisions of this Agreement are held to be invalid or unenforceable, the remaining provisions shall be valid and binding.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the state in which the work is performed.

23. **Dispute Resolution.** All disputes, controversies or claims, of whatever kind or character, between the Parties, their agents and/or principals, arising out of or in connection with the subject matter of this Agreement shall be litigated only before a judge hearing the matter alone, as both finder of fact and law, without a jury.

By entering into this agreement, the parties knowingly, purposefully and intelligently agree to waive their individual rights to have any dispute, controversy or claim amongst and between them, to include the Contractor's individual Shareholders, Directors and Officers, decided, heard or adjudged by a trial by jury.

24. **Additional Services.** Services resulting from significant changes in the general scope, extent or character of the Project designed or specified by Engineer or its design including, but not limited to, changes in size, complexity, Client's schedule, construction schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond Engineer's control.

25. **Amendment.** This Agreement shall not be subject to amendment unless another instrument is executed by duly authorized representatives of each of the parties.

26. **Entire Understanding of Agreement.** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and NSI hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

27. **Survival of Provisions.** The provisions of this Agreement shall continue to be binding upon the parties hereto notwithstanding termination of this Agreement for any reason.

28. **Nonwaiver.** No waiver by a party of any provision of this Agreement shall be deemed to have been made unless in writing and signed by such party.

29. **Identity of Project Client.** Within ten (10) days of the entry of this Agreement, Client, if Client is not the Project Client, shall provide to Professional Consultant the following information relative to the Project Client: Project Client's full legal name; Project Client's physical address; Project Client's mailing address; and the name, physical address and mailing address of the Client's point of contact with the Client for the Project.

30. **Conflicting Terms.** In the event that there are multiple agreements with varying or conflicting terms and conditions between Client and Professional Consultant, the Terms and Conditions contained in this Agreement shall supersede and have precedence over any other terms and conditions contained in any other written or oral agreement entered into between Client and Professional Consultant that either actually do or appear to conflict with the Terms and Conditions contained in this Agreement, regardless of when, in relationship to these Terms and Conditions contained in this Agreement, such other written or oral agreement was actually entered into between Client and Professional Consultant.

31. **Course of Dealing.** Client and Professional Consultant agree that these General Terms and Conditions establish a course of dealing between them and shall apply to this and all other services, projects, agreements or dealings between the them, unless Client or Professional Consultant gives the other written notice of objection to any term or condition before commencement of performance in connection with any other provision of services or projects involving the two of them.

EXHIBIT C
NEEL-SCHAFFER, INC.
2016 RATE SCHEDULE FOR PROFESSIONAL SERVICES

EMPLOYEE CLASSIFICATION	POSITION	HOURLY RATE
P-9	Senior Officer	\$210.00
P-8	Senior Manager	\$195.00
P-7	Engineer Manager/Professional IV/Survey Manager	\$180.00
P-6	Senior Project Manager/Assistant Engineer Manager/Professional III	\$165.00
P-5	Project Manager/Professional II	\$135.00
P-4	Professional I	\$120.00
P-1, P-2, P-3	Professional Intern	\$100.00
T-6	Senior Certified Engineering Technician	\$135.00
T-5	Certified Engineering Technician/Supervisory Technician	\$115.00
T-4	Technician IV/ Inspector IV/ Surveyor IV	\$100.00*
T-3	Technician III/Inspector III//Survey Crew Chief	\$90.00*
T-2	Technician II/Inspector II/Survey Instrument Person	\$75.00*
T-1	Technician I/Inspector I/Survey Assistant	\$60.00*
T-1	Student Intern	\$40.00*
A-4	Senior Administrative	\$75.00
A-2, A-3	Clerical	\$65.00*
A-1	Assistant Clerical	\$45.00*
	Four-Member Survey Party	\$185.00*
	Three-Member Survey Party	\$160.00*
	Two-Member Survey Party	\$140.00*
	One-Member Survey Party	\$85.00*

* Hourly rates indicated for these non-exempt classifications apply to regular time. If overtime work is required to meet client's schedule, Neel-Schaffer reserves the right to negotiate overtime rates.

"Professional" positions include engineer, architect, geologist, scientist, landscape architect, and planner.

"Technician" positions include engineering, soil, architecture, planning, GIS and information technology.

REIMBURSABLE EXPENSE SCHEDULE	
EXPENSE	COST
Vehicle Mileage	\$0.54/mile
Traffic Counter	\$10.00/day

All other expenses, including contract reproduction/printing, travel and subsistence, parking, communications, equipment rental, postage and overnight mail, and supplies will be reimbursed at actual cost.
Use State or Federal Rates for mileage, travel and subsistence where necessary and/or required.

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: November 10, 2016

Re: Strategic Partnership Agreement with Belmont Freshwater Supply District #1 for the purpose of a Limited Purpose Annexation

When the Harvest (previously Belmont) development was initially conceived, the property was de-annexed from Northlake Town Limits with the exception of approximately 17 acres along FM 407. This rectangular tract was envisioned to be developed as retail and commercial and the Town would receive the sales tax generated as well as property taxes. Everything outside Town limits became part of the Belmont Freshwater Supply District #1 (FWSD).

Upon the partnership with Hillwood, the entire development was redesigned. In addition, the tract to the west of the Town rectangular tract was annexed into the FWSD (McGee Tract). The rectangular tract became a triangular tract roughly bounded by FM 407, Cleveland-Gibbs extension and Harvest Way. The annexation of the McGee Tract allowed for the complete paving of all four lanes Cleveland-Gibbs north of FM 407 but this road project as well as water, sewer and drainage is funded through the future property values of the district including the McGee Tract. The portion of the former McGee tract that is now planned for retail/commercial cannot be de-annexed due to the debt issuance.

The solution brought forward by Town Staff and the developer is to seek a limited purpose annexation through a strategic partnership agreement as allowed by Texas Local Government Code Section 43.0751. In the agreement, the Town would annex the retail area but limit the taxes to only sales tax. The FWSD would continue to receive property taxes in the area. A limited purpose annexation requires two public hearings be held before the Council can take action. This is the first of the two hearings. Without the limited purpose annexation, the Town would not receive sales tax. The McGee Tract was in the Town's extraterritorial jurisdiction prior to FWSD annexation and remains currently in Town ETJ.

Please contact me at 940.242.5701, if you have any questions or comments before the Council meeting.

NOTICE OF PUBLIC HEARINGS REGARDING STRATEGIC PARTNERSHIP AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS, AND BELMONT FRESHWATER SUPPLY DISTRICT NO. 1 OF DENTON COUNTY

The Town of Northlake will hold two public hearings regarding the adoption of a strategic partnership agreement between the Town of Northlake, Texas and Belmont Freshwater Supply District No. 1 of Denton County (the "District"). Members of the public who wish to present testimony or evidence regarding the proposed agreement will be given an opportunity to do so. The hearings will be held on November 10, 2016, and on December 8, 2016, at 5:30 p.m. o'clock, at Town Hall, 1400 FM 407, Northlake, Texas 76247.

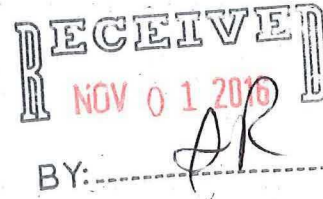
In addition to other terms, the proposed strategic partnership agreement will provide for the limited annexation of certain commercial portions of the District into the Town of Northlake and related provisions. A copy of the proposed strategic partnership agreement will be on file for public review at the office of the Town Secretary at 1400 FM 407, Northlake, Texas 76247.



MARY HORN
Denton County Judge

October 26, 2016

Honorable Peter Dewing
1400 FM407
Northlake, Texas 76247



Re: Denton County Transportation Authority Ballot for Election to the Board of Directors

Dear Mayor Dewing:

On September 1, 2016 we sent you a form to nominate a member to the Board of Directors of the Denton County Transportation Authority, pursuant to Texas Transportation Code §460.054(c). The nominations from cities in Denton County with a population of 500 or more but less than 17,000 have now been received and nominations are closed.

Based on the nominations received, we have prepared a ballot for the election of the three board members representing the small cities in Denton County. Pursuant to the provisions of the statute, those individuals who were nominated have had their names placed on the official ballot enclosed herein.

Each municipality in the county with a population of more than 500 but less than 17,000 is entitled to cast one vote. Please cast the vote of the municipality by placing an "X" beside the name you wish to vote for. You may vote for only one person. To be valid, your ballot must be returned and received in the office of the Denton County Judge on or before the close of business November 30, 2016. The ballot should bear attestation by the City Secretary that the ballot cast is the vote of the governing body.

While most municipalities will have an opportunity to cast their ballot at regularly scheduled meetings, some cities may require a special meeting if they desire to cast a ballot that will be counted before the deadline. Please remember that the ballot **MUST BE RECEIVED IN THE DENTON COUNTY JUDGE'S OFFICE ON OR BEFORE NOVEMBER 30, 2016.** That will allow us to announce the results and permit the three members selected from among those nominated to attend the Board of Directors meeting on December 15, 2016.

Sincerely,

Mary Horn
Denton County Judge

Ballot* for Denton County Transportation Authority Board of Directors

Vote for only one by placing an "X" next to the Individual selected.

<u>Name</u>	<u>Nominating City</u>
☐ Skip Kalb	Northlake, Argyle, Roanoke
☐ Eric Jensen	Trophy Club
☐ Connie White	Westlake

Attest:

I, _____, City Secretary do hereby certify and attest that the above vote cast for representation on the Denton County Transportation Authority is the vote of the governing body of the municipality.

City Secretary

***TO BE VALID, the Denton County Judge's Office must receive this ballot no later than 5:00P.M. November 30, 2016.**

Please return to:

Denton County Judge Mary Horn
110 W. Hickory
Denton, Texas 76201

Phone: 940-349-2820
Fax: 940-349-2821



Executive Session

Agenda Item 7

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

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

- 1) When the governmental body seeks the advice of its attorney about:

- (a) Pending or contemplated litigation; or

- (b) A settlement offer; or

- 'Town of Northlake vs. City of Justin (Cause No. 15-08170-367)