

1. Agenda

Documents:

[10-12-2017 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[10-12-2017 COUNCIL PACKET.PDF](#)



Town Council Agenda
Thursday, October 12, 2017 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 Thursday, October 12, 2017 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
2. Briefing Items
 - A. Presentation by Jenna Simek and Ellen Weaver, Denton County Appraisal District on appraisal process and agricultural exemptions
 - B. Presentation by Tim McClure, Assistant Superintendent of Northwest Independent School District, on school sites in Northlake
 - C. Presentation on Accessory Dwelling Units
 - D. FY 17 Quarterly Investment Report
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

 - E. Consider for approval the September 7, 2017 Town Council meeting minutes
 - F. Consider for approval a Resolution of the Town Council declaring certain personal property owned by the Town to be surplus property and authorizing the Town Administrator to dispose of such property (Resolution 17-25)
 - G. Consider for approval a Resolution authorizing the Town Administrator to contract with Xerox for a lease on two multifunction devices (Resolution No. 17-26)



6. Regular Items

- H. Consider for approval an Ordinance amending Article 8, "Special Uses and General Regulations," of the Unified Development Code (UDC) by amending requirements for Accessory Dwelling Units in Section 8.3, "Accessory Dwelling Units"
 - i. Public Hearing
 - ii. Ordinance 17-1012A
- I. Consider for approval a Resolution pursuant to Texas Local Government Code, Section 43.028(d) granting the petition to annex approximately 24.74 acres of land located in the Patrick Rock Survey, Abstract Number 1063 situated in the extraterritorial jurisdiction of the Town of Northlake, Texas on the east side of Faught Road at Faith Lane.
 - i. Public Hearing
 - ii. Resolution 17-27
- J. Consider for approval a Preliminary Plat of Heritage Fields Phases 1-6, a proposed mixed-use development consisting of 1,045 single-family residential lots, 42 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD). DF Pacific No. 2 Ltd. is the owner/applicant. JBI Partners Inc. is the engineer/surveyor. Case # PP-17-006
- K. Consider for approval a Final Plat of Lots 1-9, Block 1, Chadwick Farms, a proposed mixed-use development consisting of 9 lots on a 24.638-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located south of SH 114 approximately 1,000 feet east of IH 35W, and zoned Mixed-Use Planned Development (MPD). Chadwick Farms LTD is the owner/applicant. Goodwin and Marshall, Inc. is the engineer/surveyor. Case # FP-17-008
- L. Consider for approval a Water System Management Services Agreement between Canyon Falls Municipal Utility District No. 1 of Denton County, Town of Northlake and Town of Argyle, Texas
- M. Consider for approval a Professional Architectural and Engineering Services Proposal from Jacobs & Associates for the Town Commons at Northlake-Phase 1-Town Hall (Resolution No. 17-29)
 - i. Interior Finish Out of Building 1 (architectural and structural, electrical & plumbing engineering services)
 - ii. Additional Services for Building 1 (audio visual, furniture selection, data cabling, security systems)
- N. Consider for approval an Ordinance of the Town Council of the Town of Northlake, Texas, providing for a residential homestead ad valorem (property) tax exemption (Ordinance No. 17-1012B)
- O. Consider for approval a Resolution of the Town Council of the Town of Northlake, Texas approving and authorizing the Town Administrator to enter into an agreement for the purchase of two vehicles for the Public Works Department (Resolution No. 17-28)



7. Convene into Executive Session

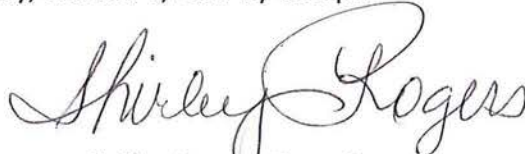
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- 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)
 - (c) Appellate Docket No. 06-17-00054-CV
City of Justin vs. Town of Northlake

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, October 6, 2017 by 4:30 pm


Shirley Rogers, Town Secretary

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



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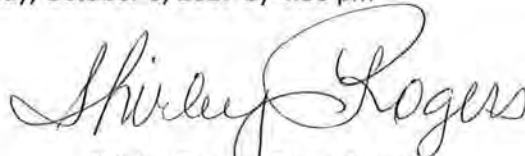
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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

- A. Presentation by Jenna Simek and Ellen Weaver, Denton County Appraisal District on exemptions
- B. Presentation by Tim McClure, Assistant Superintendent of Northwest Independent School District, on school sites in Northlake
- C. Presentation on Accessory Dwelling Units
- D. FY 17 Quarterly Investment Report

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: Shirley Rogers, Town Secretary
Karen Bolyard, Finance Director

Date: October 12, 2017

Re: Property Appraisal Process and Agricultural Exemption Policy as Presented by the
Denton Central Appraisal District

On behalf of a number of Council Members who have expressed an interest in the property appraisal process and specifically agricultural exemption policy, Mayor Dewing has requested a presentation from the Denton Central Appraisal District. Representing the district are Jenna Simek and Ellen Weaver who are real estate appraisers specializing in residential and agricultural properties. They will give a presentation to Council and be available for questions.

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

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Nathan Reddin, Development Director
Date: October 12, 2017
Re: Future Northwest ISD Sites in Northlake including Pecan Square

On April 13, 2017 Northlake Town Council approved the rezoning of three property groups (Gibbs, Young and Thompson) to Mixed-Use Planned Development. Collectively these properties are now known as Pecan Square. The zoning included two options: one with a school site that included a high school, middle school and stadium complex, the other without these facilities. Both options included an elementary school.

Since this time Hillwood has been working with the Northwest Independent School District for the purchase of land to locate a high school, middle school and stadium complex. As the school district analyzed the property designated for their use, they realized that they needed to shift the school site to the east thereby displacing some of the mixed-use area near future Mulkey Road and IH 35W.

Tim McClure, Assistant Superintendent for Facilities of NISD, will present to Council early concept plans of the future high school, middle school and stadium complex in Pecan Square, Northlake. Mr. McClure will also discuss the planned elementary schools in Harvest Meadows and Pecan Square.

At a future council meeting, Council will be asked to consider a zoning change to Option 2 (the school site option) to reflect the shift of the school sites to the east.

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

Memo

To: Honorable Mayor and Town Council
From: Karen Bolyard, Director of Finance
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: Oct 12, 2017
Re: Quarterly Investment Report – Fourth Quarter 2017

During the fourth quarter of 2017 the Town earned \$36,578.63 in interest revenue. When comparing the fourth quarter interest earnings with the prior quarter of interest earnings, the Town incurred a 16% or \$5,031.85 increase in interest income.

Approximately 84% of the investments that the Town holds are in LOGIC. This entity allows local governments within Texas to “pool” their money together to earn increased returns over individual investment options. One advantage of the pooled system is same day access to funds should the need arise. The pool is maintained in accordance with the Public Funds Investment Act. The pool’s interest yield is regularly compared to Treasury Bills because of the similarities in security. Treasury Bills are sold by the US Government and are considered the most conservative investment option, often having the lowest interest yield. The Treasury bill return remains low, fueling low earnings in the pools.

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

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



Quarterly Investment Report

July 2017 - September 2017

Investment	Account Number	Account Name	Account Code	Beginning Balance	Account Activity	Interest Earned			Ending Balance
						Jul-17	Aug-17	Sep-17	
Wells Fargo	65302966649	General Fund	100-11225-00-00	1,298,484.93		215.56	215.59	130.77	1,299,046.85
LOGIC	2414814014 & 4015	General Fund	100-11275-00-00	2,841,350.89		197.51	201.74	0.77	2,841,750.91
Wells Fargo	65302966649	Donations Fund	105-11225-00-00	6,649.76		1.27	1.27	32.27	6,684.57
LOGIC	2414814014 & 4015	Donations Fund	105-11275-00-00	1,372.39		156.81	160.17	6.26	1,695.63
Wells Fargo	65302966649	Hotel/Motel Fund	110-11225-00-00	278,325.56		53.19	53.20	4.18	278,436.13
LOGIC	2414814014 & 4015	Hotel/Motel Fund	110-11275-00-00	64,318.19		223.14	227.92	1.69	64,770.94
Wells Fargo	65302966649	Court Revenue Fund	120-11225-00-00	53,977.73		10.32	10.32	4.67	54,003.04
LOGIC	2414814014 & 4015	Court Revenue Fund	120-11275-00-00	10,466.14		166.40	169.96	0.88	10,803.38
LOGIC	2414814014 & 4015	Court Technology Fund	121-11275-00-00	460.12		155.85	159.19	6.05	781.21
Wells Fargo	65302966649	4A EDC	130-11225-00-00	36,092.75		6.90	6.90	3.39	36,109.94
LOGIC	2414814014 & 4015	4A EDC	130-11275-00-00	28,841.50		185.76	189.74	0.22	29,217.22
Wells Fargo	65302966649	4B CDC	131-11225-00-00	14,540.69		2.78	2.78	14.97	14,561.22
LOGIC	2414814014 & 4015	4B CDC	131-11275-00-00	28,841.50		185.76	189.74	4.95	29,221.95
Wells Fargo	65302966649	Belmont	140-11225-00-00	40,313.20		7.70	7.71	4.95	40,333.56
LOGIC	2414814014	Belmont	140-11275-00-00	4,507.13		160.13	163.55	4.95	4,835.76
Wells Fargo	65302966649	Police Asset Forfeiture Fund	150-11225-00-00	7,572.42		1.45	1.45	2.92	7,578.24
Wells Fargo	65302966649	Child Safety Fund	152-11225-00-00	52,214.21		9.98	9.98	18.71	52,252.88
LOGIC	2414814014 & 4015	Child Safety Fund	152-11275-00-00	5,122.78		160.77	164.21	4.95	5,452.71
LOGIC	2414814014 & 4015	Court Online Access Fees	153-11275-00-00	460.13		155.85	159.19	198.02	973.19
Wells Fargo	65302966649	Debt Service Fund	160-11225-00-00	29,245.18		5.59	5.59	157.22	29,413.58
LOGIC	2414814015	Debt Service	160-11275-00-00	460.13		155.85	159.19	223.72	998.89
Wells Fargo	65302966649	Water/Waste Water Fund	200-11225-00-00	1,918.34		0.37	0.37	166.83	2,085.91
LOGIC	2414814014 & 4015	Water/Waste Water Deposit Fund	200-11280-00-00	30,228.02		187.22	191.23	156.26	30,762.73
Wells Fargo	65302966649	Cost Recovery Fund	201-11225-00-00	129,104.56		24.67	24.68	186.24	129,340.15
LOGIC	2414814014 & 4015	Cost Recovery Fund	201-11285-00-00	14,744.67		170.91	174.57	186.24	15,276.39
Wells Fargo	6530266649	Water Impact Fees North Fund	202-11225-00-00	54.80		8.16	8.16	160.54	231.66
LOGIC	2414814014 & 4015	Water Impact Fees North	202-11275-00-00	460.13		155.85	159.19	161.18	936.35
Wells Fargo	6530266649	Water Capital Projects Fund	203-11225-00-00	54.80		8.16	8.16	156.26	227.38
LOGIC	752414814011	Waterline Project-CO Srs 2014A	203-11275-00-00	902,310.72		1,106.20	1,129.89	156.26	904,703.07
LOGIC	752414814013	Waterline Project-CO Srs 2014B	203-11276-00-00	395,193.13		416.43	425.38	187.71	396,222.65
Wells Fargo	6530266649	Water Impact Fees South Fund	204-11225-00-00	54.80		8.16	8.16	171.36	242.48
LOGIC	2414814014 & 4015	Water Impact Fees South	204-11275-00-00	460.13		155.85	159.19	156.26	931.43
Wells Fargo	65302966649	Capital Projects Fund	301-11225-00-00	25,206.57		4.82	4.82	1,109.07	26,325.28
LOGIC	2414814014 & 4015	Capital Projects Fund	301-11275-00-00	6,787,160.60		7,307.49	7,464.08	417.53	6,802,349.70
LOGIC	752414814012	Highlands PID #2 Developer Reim	402-11275-00-00	26,662.58		28.10	28.69	156.26	26,875.63
Wells Fargo	65302966649	Equipment Fund	505-11225-00-00	161,370.73		30.84	30.85	7,326.50	168,758.92
LOGIC	2414814014 & 4015	Equipment Fund	505-11275-00-00	1,068.08		156.49	159.84	28.17	1,412.58
Wells Fargo	6530266649	Building Services	506-11225-00-00	54.80		8.16	8.16	156.89	228.01
LOGIC	2414814014 & 4015	Building Services Fund	506-11275-00-00	460.13		155.85	159.19	156.26	931.43
				\$ 13,280,184.92	\$ -	\$ 12,152.30	\$ 12,404.00	\$ 12,022.33	\$ 13,316,763.55

Total Quarter Interest Earned \$ 36,578.63

AVERAGE YIELDS

LOGIC 1.2632%
Wells Fargo 0.1967%

WEIGHTED AVERAGE MATURITY

34 days

TREASURY YIELDS

30 Day T-Bill 0.9817%
90 Day T-Bill 1.0540%
1 Year T-Bill 1.2435%

Drew Corn, Town Administrator



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5

- E. Consider for approval the September 7, 2017 Town Council meeting minutes
- F. Consider for approval a Resolution of the Town Council declaring certain personal property owned by the Town to be surplus property and authorizing the Town Administrator to dispose of such property
- G. Consider for approval a Resolution authorizing the Town Administrator to contract with Xerox for a lease on two multifunction devices



**Town Council Meeting
Thursday, September 7, 2017
1400 FM 407 - Chamber Room
Northlake, Texas 76247**

1. Mayor Peter Dewing called the regular work session to order at 5:30 pm and stated a quorum was present

Councilmembers present: Peter Dewing, Jean Young, Michael Ganz, Mike McBride, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Karen Bolyard, Finance Director; Sergeant Alex Arnold; and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel

2. Mayor Dewing read Proclamation No. 17-4 designating during the month of September- United Way in Denton County. Gary Henderson was on hand for the reading

3. Briefing Items - none

4. Mayor Dewing called the regular meeting to order at 5:34 pm all present
Pledge of Allegiance and a Moment of Silence was observed

5. Public Input

- Brian Montini, resident of Northlake, asked the council to consider lowering the tax rate; thought the homestead exemption good idea; and stated Old Justin Road has a lot of traffic on it and the road in rough shape, would like to see maintenance on the road

6. Consent Items

Councilmember Young asked to pull items D & E for further discussion. Mayor Dewing pulled the items

Mayor Pro Tem McBride made the motion to approve the consent items B-C-F. 2nd by Councilmember Young

Vote: Motion to approve unanimous

- B. August 24, 2017 Town Council meeting minutes
- C. Designating the Denton Record Chronicle as the official newspaper for official publication for notices by Resolution No. 17-23
- F. FY 18 Animal Control Services Agreement between Brian Hall dba Brian the Animal Guy and the Town of Northlake
- D. Councilmember Young moved to approve the Amended/Restated Interlocal Cooperation Agreement for Law Enforcement Services with Belmont Fresh Water Supply District No. 1 of Denton County Texas and Town of Northlake. 2nd by Councilmember Ganz

Vote: Motion to approve the ICA unanimous

- E. Councilmember Sessions moved to approve the Interlocal Cooperation Agreement for Law Enforcement Services between the City of Draper and Town of Northlake. 2nd by Councilmember Simpson

Vote: Motion to approve ICA unanimous

7. Regular Items

- G. Councilmember Sessions made the motion to approve a request from Waste Connections (formally known as Progressive/IESI) for a 2017 CPI-U DFW rate adjustment of 4% or .40 per home for residential and commercial customers. 2nd by Councilmember Simpson

Vote: Motion to approve the CPI-U increase unanimous

- H. Specific Use Permit (SUP) for an accessory dwelling unit to be constructed on Lot 14, Block A, The Highlands Phase 1, a 1.27-acre lot at 3409 Knights Court and zoned Rural Estate (RE). James Lambert is the owner/applicant. Case # SUP-17-001

- i. Mayor Dewing opened the public hearing at 5:48 pm to hear comments for or against the proposed SUP for accessory dwelling

- o James and Kathryn Lambert, applicants, were in favor of granting the SUP
- o Brian Montini, resident of Northlake, in favor of granting the SUP
- o Mark Peel, future resident of The Highlands, in favor of granting the SUP

Mayor Dewing closed the public hearing at 5:56 pm

- ii. Councilmember Ganz made the motion to deny the SUP request. 2nd by Mayor Pro Tem McBride

Vote: Motion to deny passed
For: Ganz, McBride, Young
Against: Sessions, Simpson

- I. Ordinance setting the levy of assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2017-18; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted

- i. Mayor Dewing opened the public hearing at 6:31 pm to hear comments for or against the Northlake PID 1 assessments

No one came forward for or against the proposed assessments

Mayor Dewing closed the public hearing at 6:32 pm

- ii. Mayor Pro Tem McBride made the motion to approve Ordinance No. 17-0907A. 2nd by Councilmember Young

Vote: Motion to approve Ordinance No. 17-0907A unanimous

- J. Ordinance approving the Fiscal Year 2017-18 Annual Service Plan Update to the Service and Assessment Plan for The Highlands Public Improvement District

- i. Mayor Dewing called the public hearing at 6:32 pm on The Highlands PID service plan update

No one came forward for or against the proposed service plan update

Mayor Dewing closed the public hearing at 6:33 pm

- ii. Mayor Pro Tem McBride made the motion to approve Ordinance No. 17-0907B. 2nd by Councilmember Ganz

Vote: Motion to approve Ordinance No. 17-0907B unanimous

- K. Councilmember Sessions made the motion to approve Ordinance 17-0907C of the Town of Northlake, Texas adopting a Fiscal Year 2018 Annual Budget for Tax Increment Reinvestment Zone No. 1, Town of Northlake Texas. 2nd by Councilmember Simpson

Vote: Motion to approve the TIRZ No. 1 Budget unanimous

- L. No action taken on an Ordinance to provide for a general residential homestead exemption ad valorem (property) taxes for all homestead individuals in the Town of Northlake

- M. Councilmember Simpson made the motion to approve Ordinance No. 17-0907D to increase the residential homestead exemption to the amount of \$15,000.00 for eligible individuals sixty-five years of age or older or disabled in the Town of Northlake. 2nd by Councilmember Sessions

Vote: Motion to approve Ordinance No. 17-0907D unanimous

- N. Councilmember Sessions made the motion to approve Ordinance No. 17-0907E of the Town Council of the Town of Northlake, Texas, approving and adopting a Proposed Budget for the Fiscal Year October 1, 2017 through September 30, 2018 for the Town of Northlake, Northlake Economic Development corporation, Northlake Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), and The Highlands Public Improvement District providing that expenditures for said fiscal year shall be made in accordance with said Budget and declaring an effective date. 2nd by Councilmember Simpson

Vote: Motion to approve Ordinance No. 17-0907E unanimous

Record Vote: Young, McBride, Ganz, Sessions, Simpson

Present not voting: Dewing

Councilmember Simpson moved to ratify the property tax reflected in the Budget. 2nd by Councilmember Sessions

Vote: Motion to ratify approved unanimous

- O. Councilmember Simpson moved to adopt a tax rate for the current tax year with the following statutorily required motion: I move that the property tax rate be increased by the adoption of a tax rate of 29.5¢ per \$100 of valuation, which is effectively a 5.51 percent increase in the tax rate. 2nd by Councilmember Sessions

Vote: Motion to approve Ordinance 17-0907F passed unanimous

Record Vote: Young, McBride, Ganz, Sessions, Simpson
Present not voting: Dewing

- P. Mayor Pro Tem McBride made the motion to approve Resolution No. 17-24 adopting certain amendment to Section 10.2 Contacts regarding Development Issues or Economic Development of the Town Council Rules of Procedure. 2nd by Councilmember Young

Vote: Motion passed unanimous

8. Mayor Dewing convened the council into Executive Session at 7:07 pm to discuss the items listed below:
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) A settlement offer; or
 - ‘Town of Northlake vs. City of Justin (Cause No. 15-08170-367)
 - (c) Appellate Docket No. 06-17-00054-CV
 - City of Justin vs. Town of Northlake
 - b. Section 551.072 authorizes a governmental body to deliberate in executive session on certain matters concerning real property
 - 1) Right-of-way Acquisition

Mayor Dewing reconvened the council into open session at 7:15 pm

No action taken as a result of the closed session

9. Mayor Dewing adjourned the meeting at 7:16 pm

Passed and approved on this the ____ day of October, 2017

TOWN OF NORTHLAKE

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



RESOLUTION NO. 17-25

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 ____ DAY OF OCTOBER, 2017

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit 'A'
Town of Northlake
Surplus Inventory

Year	Make	Serial No.
2001	Shop Utility Trailer 16 ft.	TR216109
2005	Champion FB Trailer 16 ft.	TR219193
2008	Big Tex FB Trailer 16 ft.	TR 219194
2006	Chevrolet Tahoe	VIN# 1GNEC13Z56R154275
2010	Dodge Charger	Vin# 2B3AA4CT7AH248243

TOWN OF NORTHLAKE, TEXAS

RESOLUTION NO. 17-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH XEROX
CORPORATION FOR THE LEASE OF TWO MULTI-FUNCTION DEVICES**

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

SECTION 1. The Town Administrator is hereby authorized to finalize and enter into a transaction with Xerox Corporation whereby the Town will lease two multi-function devices in an amount not to exceed a base of \$300.00 per month plus per print charges.

PASSED AND APPROVED THIS THE 12TH DAY OF OCTOBER, 2017

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Lease Agreement



Customer: NORTHLAKE, TOWN OF

BillTo: TOWN OF NORTHLAKE
1400 FM 407
NORTHLAKE, TX 76247-6228
Tax ID#: .

Install: TOWN OF NORTHLAKE
1400 FM 407
NORTHLAKE, TX 76247-6228

State or Local Government Negotiated Contract : 072771400

Solution

Item	Product Description	Agreement Information	Requested Install Date
1. C8045H (XEROX C8045H)	- Br Finisher-2/3 Hp - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	9/5/2017
2. C8045H (XEROX C8045H)	- Br Finisher-2/3 Hp - Customer Ed - Analyst Services	Lease Term: 60 months Purchase Option: FMV	9/5/2017

Monthly Pricing

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
1. C8045H	\$149.04	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 3 pages including this face page.		Thank You for your business! This Agreement is proudly presented by Xerox and Tammi Brey (940)565-6486 For information on your Xerox Account, go to www.xerox.com/AccountManagement	
Signer: _____	Phone: _____		
Signature: _____	Date: _____		

Monthly Pricing (Cont'd)

Item	Lease Minimum Payment	Print Charges			Maintenance Plan Features
		Meter	Volume Band	Per Print Rate	
2. C8045H	\$149.04	1: Black and White Impressions	1 - 75,000 75,001+	Included \$0.0056	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	\$0.0506	
Total	\$298.08	Minimum Payments (Excluding Applicable Taxes)			

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

GOVERNMENT TERMS:

2. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

3. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the Products, and it is your intent to use the Products for the entire term of this Agreement and make all payments required under this Agreement. If your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which

your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds. Your notice must be accompanied by payment of all sums then owed through the current fiscal year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be to in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

PRICING PLAN/OFFERING SELECTED:

4. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

5. REMOTE SERVICES. Certain models of Equipment are supported and serviced using data that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Data") via electronic transmission to a secure off-site location ("Remote Data Access"). Remote Data Access also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Data include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code data. Remote Data may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Data will be transmitted to and from you in a secure manner specified by Xerox. Remote Data Access will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Data Access for the purposes described above. Upon Xerox's request, you will provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment. You will enable Remote Data Access via a method prescribed by Xerox, and you will provide reasonable assistance to allow Xerox to provide Remote Data Access. Unless Xerox deems Equipment incapable of Remote Data Access, you will ensure that Remote Data Access is maintained at all times Maintenance Services are being performed.



Regular Items

Agenda Item 6

- H. Consider for approval an Ordinance amending Article 8, "Special Uses and General Regulations," of the Unified Development Code (UDC) by amending requirements for Accessory Dwelling Units in Section 8.3, "Accessory Dwelling Units"
 - i. Public Hearing
 - ii. Ordinance 17-1012A
- I. Consider for approval a Resolution pursuant to Texas Local Government Code, Section 43.028(d) granting the petition to annex approximately 24.74 acres of land located in the Patrick Rock Survey, Abstract Number 1063 situated in the extraterritorial jurisdiction of the Town of Northlake, Texas on the east side of Faight Road at Faith Lane.
 - i. Public Hearing
 - ii. Resolution 17-27
- J. Consider for approval a Preliminary Plat of Heritage Fields Phases 1-6, a proposed mixed-use development consisting of 1,045 single-family residential lots, 42 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faight Road, and zoned Mixed-Use Planned Development (MPD). DF Pacific No. 2 Ltd. is the owner/applicant. JBI Partners Inc. is the engineer/surveyor. Case # PP-17-006
- K. Consider for approval a Final Plat of Lots 1-9, Block 1, Chadwick Farms, a proposed mixed-use development consisting of 9 lots on a 24.638-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located south of SH 114 approximately 1,000 feet east of IH 35W, and zoned Mixed-Use Planned Development (MPD). Chadwick Farms LTD is the owner/applicant. Goodwin and Marshall, Inc. is the engineer/surveyor. Case # FP-17-008
- L. Consider for approval a Water System Management Services Agreement between Canyon Falls Municipal Utility District No. 1 of Denton County, Town of Northlake and Town of Argyle, Texas
- M. Consider for approval a Professional Architectural and Engineering Services Proposal from Jacobs & Associates for the Town Commons at Northlake-Phase 1-Town Hall
 - i. Interior Finish Out of Building 1 (architectural and structural, electrical & plumbing engineering services)
 - ii. Additional Services for Building 1 (audio visual, furniture selection, data cabling, security systems)

- N. Consider for approval an Ordinance of the Town Council of the Town of Northlake, Texas, providing for a residential homestead ad valorem (property) tax exemption (Ordinance No. 17-1012B)
- O. Consider for approval a Resolution of the Town Council of the Town of Northlake, Texas approving and authorizing the Town Administrator to enter into an agreement for the purchase of two vehicles for the Public Works Department (Resolution No. 17-28)

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

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

Date: October 12, 2017

Re: Text amendments to Article 8 of the Unified Development Code (UDC) related to accessory dwelling units

Staff was directed by the Mayor and Council to review the current provisions for accessory dwelling units (ADU's) found in Article 8, Sec. 8.3 of the Unified Development Code (UDC), and staff met with each Council member to better understand their goals for ADU regulations. Based upon those meetings, the amendments presented in the attached ordinance have been drafted for consideration. A redline version of Sec. 8.3 of the UDC is also attached to provide context for these revisions.

The draft revisions are a framework for more Council discussion and to help determine a consensus on such things as the maximum size of ADU's and whether ADU's should be attached by a porte-cochere or if a maximum distance from the main structure can address the same goal. In addition, staff recommended some language revisions to make the regulations clearer. These revisions include removing references to porte-cocheres, instead referring to them as a covered connection, and addressing whether ADU's can be attached to or part of the main structure. The current regulations only mention attachment by porte-cochere, so it is unclear whether a direct attachment with a shared wall is permitted.

A public hearing will be held prior to taking action on the ordinance. Notice of the public hearing was published in the Denton Record Chronicle 15 days prior to the hearing, and notice has also been posted on the Town's website. No comments have been received as of October 6th.

Please contact me at 940.242.5703 if you have any questions or comments.

ORDINANCE NO. 17-1012

AN ORDINANCE AMENDING ARTICLE 8, “SPECIAL USES AND GENERAL REGULATIONS,” OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY AMENDING REQUIREMENTS FOR ACCESSORY DWELLING UNITS IN SECTION 8.3, “ACCESSORY DWELLING UNITS”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

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

WHEREAS, the Town previously adopted the Unified Development Code (“UDC”) on January 24, 2013 which includes regulations governing accessory dwelling units; and

WHEREAS, the UDC provides for text amendments in certain situations; and

WHEREAS, the Northlake Town Council initiated a review of the provisions and regulations contained in the UDC related to the construction of accessory dwelling units; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing accessory dwelling units in the Town were needed; and

WHEREAS, the Town Council held a public hearing on October 12, 2017 after proper notification thereof with respect to the adoption of the proposed UDC text amendment in accordance with the UDC and the Texas Local Government Code; and

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

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

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

SECTION 2. Section 8.3, Accessory Dwelling Units, of Article 8, Special Uses and General Regulations, shall be amended as shown on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 3. Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue to exist, shall be deemed a separate offense.

SECTION 4. With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

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

SECTION 6. All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7. The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

SECTION 8. This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 12th DAY OF OCTOBER, 2017.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit A
Article 8 Special Uses and General Regulations
Sec. 8.3 Accessory Dwelling Units

1. Subsection A.2.i. shall be replaced in its entirety with the following language:

The accessory dwelling may be attached to the main structure with a shared wall or by a covered connection with a roof style matching the main structure and accessory dwelling unit.

2. Subsection B.2.b. shall be replaced in its entirety with the following language:

The accessory dwelling unit shall be exempt from the minimum dwelling unit area requirement of the zoning district. The maximum area of the accessory dwelling unit shall be fifty percent (50%) of the main dwelling unit area but no more than _____ square feet.

3. Subsection B.2.d. shall be replaced in its entirety with the following language:

The accessory dwelling may be attached to the main structure with a shared wall or by a covered connection with a roof style matching the main structure and accessory dwelling unit.

-or-

The accessory dwelling shall be attached to the main structure with a shared wall or by a covered connection with a minimum width of ____ feet and a roof style matching the main structure and accessory dwelling unit.

4. Subsection B.2.e. shall be replaced in its entirety with the following language:

Setback requirements from property lines shall be the same as for the main structure. If detached from the main structure or attached by a covered connection only, the accessory dwelling unit shall be a minimum of 10 feet and a maximum of ____ feet from the main structure.

Sec. 8.3 Accessory Dwelling Units *(Amended by Ord. 13-1212B)*

- A. Accessory Dwelling Units in the Rural Residential and Conservation Residential Overlay Zoning Districts.
1. Accessory dwelling units in the Rural Residential (RR) and Conservation Residential Overlay zoning districts shall be allowed as an incidental residential use of a building on the same lot as the main dwelling unit and used by a bonafide caretaker, servant or farm worker actually and regularly employed by the land owner or occupant of the main building, or is a guest or family member of the owner/occupant. An accessory dwelling unit to be constructed, used or occupied in any other manner than specified within this section must receive SUP approval.
 2. Accessory dwelling units shall meet the following standards:
 - a. The accessory dwelling unit may be constructed only with the issuance of a building permit.
 - b. The accessory dwelling unit shall be exempt from the minimum dwelling unit area requirement of the zoning district. The maximum area of the accessory dwelling unit shall be sixty percent (60%) of the main dwelling unit area.
 - c. The accessory dwelling unit shall use the same exterior material/s as the main dwelling and meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.
 - d. The accessory dwelling unit may not be sold separately from the sale of the entire property, including the main dwelling unit, and shall not be rented.
 - e. Setback requirements shall be the same as for the main structure.
 - f. Accessory dwellings are not permitted without the main dwelling. The first dwelling built on a property shall be considered the main dwelling and meet all requirements for single-family residential construction, including the minimum dwelling unit area of the zoning district, even if a subsequent dwelling is planned to be constructed to serve as the main dwelling. A dwelling unit attached to a barn may be considered a main dwelling. However, the entire structure, including the barn portion, shall meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.
 - g. No more than one (1) accessory dwelling unit (i.e., garage/ accessory dwelling, servant/caretakers quarters, etc.) shall be allowed on any lot or tract of land smaller than 20 acres within the Rural Residential (RR) zoning district and shall be clearly incidental to the primary use. Tracts of land under the same ownership that are 20 acres or larger shall be permitted one (1) additional main dwelling per 20 acres of land, and each main dwelling is permitted one (1) accessory dwelling unit in accordance with this section.
 - h. The accessory dwelling unit may be served by a separate utility meter(s) as the main dwelling; however, the utilities shall be under the same name as the main dwelling.
 - i. The accessory dwelling may be attached to the main structure with a shared wall or by way of a porte-cocherea covered connection with a roof style matching the main structure and accessory dwelling unit.
 - j. The accessory dwelling may be attached to a barn. However, the entire structure, including the barn portion, shall meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.

B. Accessory Dwelling Units in the Rural Estate Zoning District

1. Accessory dwelling units in the Rural Estate (RE) zoning district shall be allowed as an incidental residential use of a building on the same lot as the main dwelling unit and used by a bonafide caretaker or servant regularly employed by the land owner or occupant of the main building, or is a guest or family member of the owner/occupant. An accessory dwelling unit to be constructed, used or occupied in any other manner than specified within this section must receive SUP approval.
2. Accessory dwelling units shall meet the following standards:
 - a. The accessory dwelling unit may be constructed only with the issuance of a building permit.
 - b. The accessory dwelling unit shall be exempt from the minimum dwelling unit area requirement of the zoning district. The maximum area of the accessory dwelling unit shall be fifty percent (50%) of the main dwelling unit area but no more than [TBD] square feet.
 - c. The accessory dwelling unit shall use the same exterior material/s as the main dwelling and meet the minimum exterior construction and design standards for single-family residential outlined in Section 9.5.
 - d. The accessory dwelling unit shall be attached to the main structure with a shared wall or by way of a porte-cocherea covered connection with a minimum width of [TBD] feet and a roof style matching the main structure and accessory dwelling unit.
-or-
The accessory dwelling may be attached to the main structure with a shared wall or by a covered connection with a roof style matching the main structure and accessory dwelling unit.
 - e. Setback requirements from property lines shall be the same as for the main structure. If detached from the main structure or attached by a covered connection only, the accessory dwelling unit shall be a minimum of 10 feet and a maximum of [TBD] feet from the main structure.
 - f. Accessory dwellings are not permitted without the main dwelling.
 - g. No more than one (1) accessory dwelling unit shall be allowed on any lot and shall be clearly incidental to the primary use.
 - h. The accessory dwelling unit shall be served by the same utility meter(s) as the main dwelling.

C. Accessory Dwelling Units in the Mixed Use Zoning District

1. Accessory dwelling units in the Mixed Use (MU) zoning district may be allowed as an incidental residential use of a building on the same lot as the main dwelling unit with approval of a SUP.
2. Accessory dwelling units shall meet the standards established in the Planned Development ordinance for the PD-MU.

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Shirley Rogers, Town Secretary
Drew Corn, Town Administrator
Date: October 12, 2017
Re: Petition to annex Creek Meadows Phase 2

The development agreement for Creek Meadows calls for the annexation of the property in phases prior to the sale of lots within a phase. Phase 1 was annexed earlier this year on March 23rd. Work on Phase 2 is nearing completion, so pursuant to the agreement, the property owners submitted the attached annexation petition for Phase 2 on September 19th. After holding a public hearing, the Council may consider the attached Resolution to grant the petition for voluntary annexation, and if granted, an ordinance to annex the property will be scheduled for Town Council consideration at the October 30th meeting.

Please contact me at 940.242.5703 if you have any questions or comments.



**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 17-27**

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS PURSUANT TO TEXAS LOCAL GOVERNMENT CODE, SECTION 43.028(d) GRANTING THE PETITION TO ANNEX APPROXIMATELY 24.74 ACRES OF LAND LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT NUMBER 1063 SITUATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS.

WHEREAS, pursuant to § 43.028 of the Texas Local Government Code, Charles E. Broadaway and Scott Broadaway – owners of an area that is vacant and without residents or on which fewer than three qualified voters reside, less than 1/2 mile wide, and adjacent to the Town of Northlake – have filed a petition with the Town of Northlake to voluntarily annex the property more particularly described on Exhibit “A” attached hereto; and

WHEREAS, pursuant to § 43.028(d) of the Texas Local Government Code, the Town Council held a public hearing on October 12, 2017 to hear arguments for and against the annexation; and

WHEREAS, the Town Council deems it to be in the best interest of the Town to grant the petition for voluntary annexation filed by the property owners.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Northlake, Texas that:

Section 1. That all the findings in the preamble are found to be true and correct and the Town Council does hereby incorporate said findings into the body of this resolution as if copied in their entirety.

Section 2. The petition to voluntarily annex the property described on Exhibit “A” hereto is hereby granted.

Section 2. Pursuant to § 43.028(e) of the Texas Local Government Code and § 212.172(b)(7) of the Texas Local Government Code, the Town council will consider an ordinance to annex the property described on Exhibit “A” hereto at the Town Council meeting to be held on October 30, 2017.

Section 3. That this resolution is in effect upon passage by the Town Council.

Passed and approved on this the 12th day of October, 2017.

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

LANDOWNER ANNEXATION PETITION

**TO THE MAYOR AND TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
A GENERAL LAW MUNICIPALITY:**

Faith 407 Holdings LLC (the "Owner"), the owner of approximately 24.74 acres of land described by metes and bounds in Exhibit A attached and incorporated herein (the "Property"), hereby petition the Town Council to annex the Property into the corporate limits of the Town of Northlake, Texas (the "Town") pursuant to Texas Local Government Code, Section 43.028.

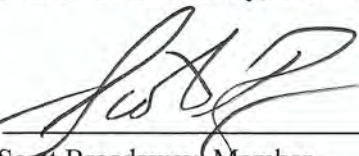
Owner certifies that this petition is signed and acknowledged by all persons having an interest in the Property and further certifies that the Property is within the Town's extraterritorial jurisdiction, one-half (½) mile or less in width, contiguous to the Town, and vacant and without residents or on which fewer than three qualified voters reside.

Owner requests that the Town Council hear this petition and the arguments for and against annexation, grant the petition, and annex the Property.

OWNER

FAITH 407 HOLDINGS LLC

By: 
Charles E. Broadaway, Member and Manager

By: 
Scott Broadaway, Member

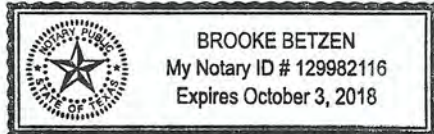
STATE OF TEXAS

§
§
§

COUNTY OF

Tarrant

This instrument was acknowledged before me on the 31 day of August, 2017, by Charles E. Broadaway, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.



Brooke Betzen
Notary Public, State of Texas

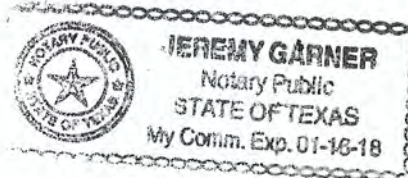
STATE OF TEXAS

§
§
§

COUNTY OF

Tarrant

This instrument was acknowledged before me on the 30th day of August, 2017, by Scott Broadaway, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.



Jeremy Garner
Notary Public, State of Texas

EXHIBIT A - Metes and Bounds Description of the Property

WHEREAS; FAITH 407 HOLDINGS LLC is the owner of all that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the Patrick Rock Survey, Abstract number 1063 and also being all of that called 25.901 acre tract of land as described in deed to Faith 407 Holdings LLC by deed recorded in Instrument Number 2016-39182, Real Property Records, Denton County, Texas and also being all of that called 5.105 acre tract of land as described in deed to Faith 407 Holdings LLC by deed recorded in Instrument Number 2016-39182, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows;

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the Patrick Rock Survey, Abstract number 1063 and also being a part of that called 25.901 acre tract of land as described in deed to Eric Broadaway and Scott Broadaway by deed recorded in Clerks File number 1995-69267, Real Property Records, Denton County, Texas and also being a part of that called 5.105 acre tract of land as described in deed to Eric Broadaway and Scott Broadaway by deed recorded in Clerks File number 1995-69265, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows;

BEGINNING at a ½ inch iron rod found at the Southwest corner of said 5.105 acre tract, same being in the approximate center of Faught Road;

THENCE along said center, North 00 degrees 35 minutes 49 seconds West, 76.86 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 24 minutes 11 seconds East, 44.94 feet to a capped iron rod set stamped "KAZ";

THENCE South 85 degrees 35 minutes 49 seconds East, 67.11 feet to a capped iron rod set stamped "KAZ" at the beginning of a curve to the left having a radius of 495.00 feet, and a chord bearing and distance of South 87 degrees 56 minutes 02 seconds East, 40.37 feet;

THENCE along said curve an arc distance of 40.38 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 46 seconds East, 159.00 feet to a capped iron rod set stamped "KAZ";

THENCE North 00 degrees 16 minutes 14 seconds West, 924.82 feet to a capped iron rod set stamped "KAZ";

THENCE North 89 degrees 43 minutes 46 seconds East, 1057.83 feet to a capped iron rod set stamped "KAZ";

THENCE South 00 degrees 36 minutes 31 seconds East, 994.84 feet to a ½ inch iron rod found;

THENCE South 89 degrees 43 minutes 46 seconds West, 1374.42 feet to the PLACE OF BEGINNING and containing 24.74 acres of land more or less;

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: October 12, 2017
Re: Preliminary Plat for Heritage Fields Phases 1-6 (PP-17-006)

Purpose: To consider approval of a Preliminary Plat of Heritage Fields Phases 1-6, a proposed mixed-use development consisting of 1,045 single-family residential lots, 42 common area lots, and 2 commercial lots on a 370.785-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 3,200 feet east of Faught Road, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: DF Pacific No. 2 Ltd.

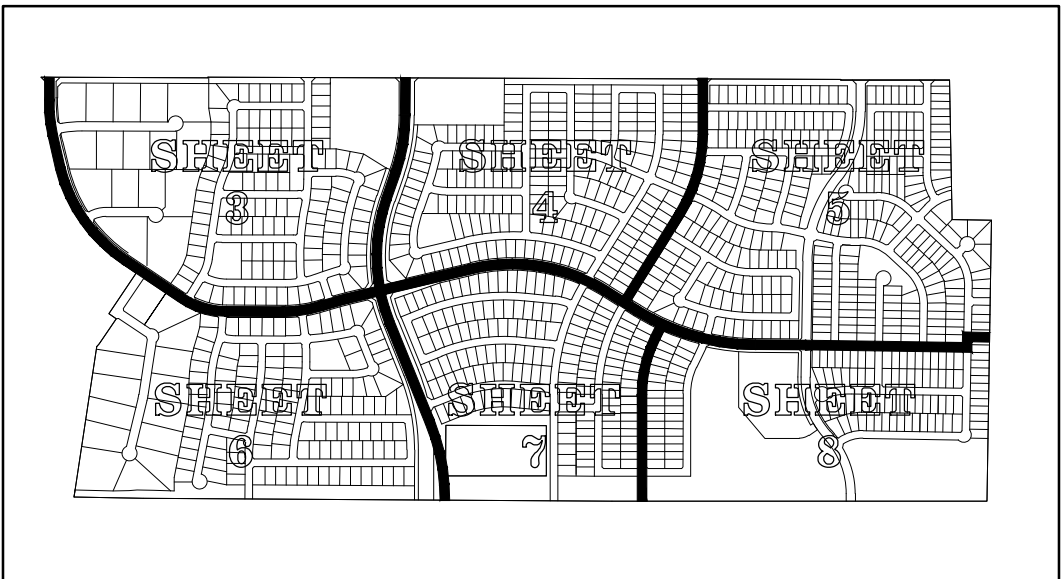
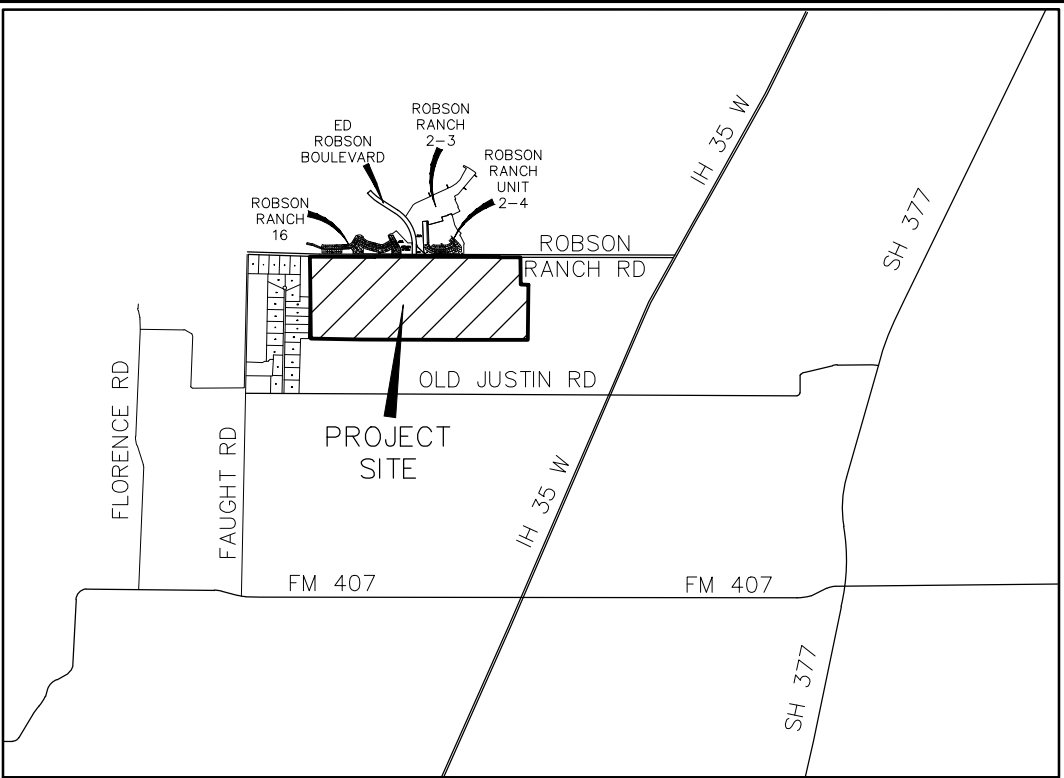
Engineer/Surveyor: JBI Partners Inc.

Background: The site is primarily undeveloped and currently used for agricultural purposes, but it does contain one home with several ancillary structures and three gas well pad sites. A mixed-use planned development (MPD) zoning plan for this site was first presented to Town Council in March 2013. The following year provided numerous opportunities for feedback from the Council and the general public, resulting in several revisions to the proposed MPD, with it finally being approved on June 26, 2014 with the adoption of Ordinance No. 14-0626A. The far western portion of the property under the same ownership was left out of the MPD, and it remains zoned Rural Residential (RR). The MPD calls for a maximum of 1,205 single-family residential lots with a variety of lot sizes from 6,000 square feet up to 1 acre. It also calls for at least 50 acres of open space (13.5% of the overall area) and approximately 11 acres of commercial at the future intersection of Cleveland-Gibbs Road and Robson Ranch Road. A preliminary plat for Phases 1-5 was approved by Town Council on April 14, 2016, but due to changes in how the drainage is planned to be handled, the applicant has submitted this revised preliminary plat which also includes a Phase 6, which is for the one-acre lots on the western boundary of the MPD, identified as Tracts 1 and 2 on the concept plan.

Staff Analysis: The applicant has provided a preliminary plat application in accordance with the requirements of the Unified Development Code (UDC). The preliminary plat covers 370.785 acres of the total 454.6 contiguous acres under the same ownership in Northlake. It does not include the far western portion of the property zoned RR. The preliminary plat is comprised of 1,045 single-family residential lots, 42 common area lots, and 2 commercial lots to be developed in six phases as identified on the phasing plan of the preliminary plat. A Landscape Plan was submitted with the preliminary plat which as required by the MPD shall "comprehensively address edge treatments such as perimeter screening and landscaping and primary and secondary community entrances." Preliminary paving, drainage, water and sewer plans were also submitted with the preliminary plat for review. Staff has reviewed these plans and finds them acceptable for approval.

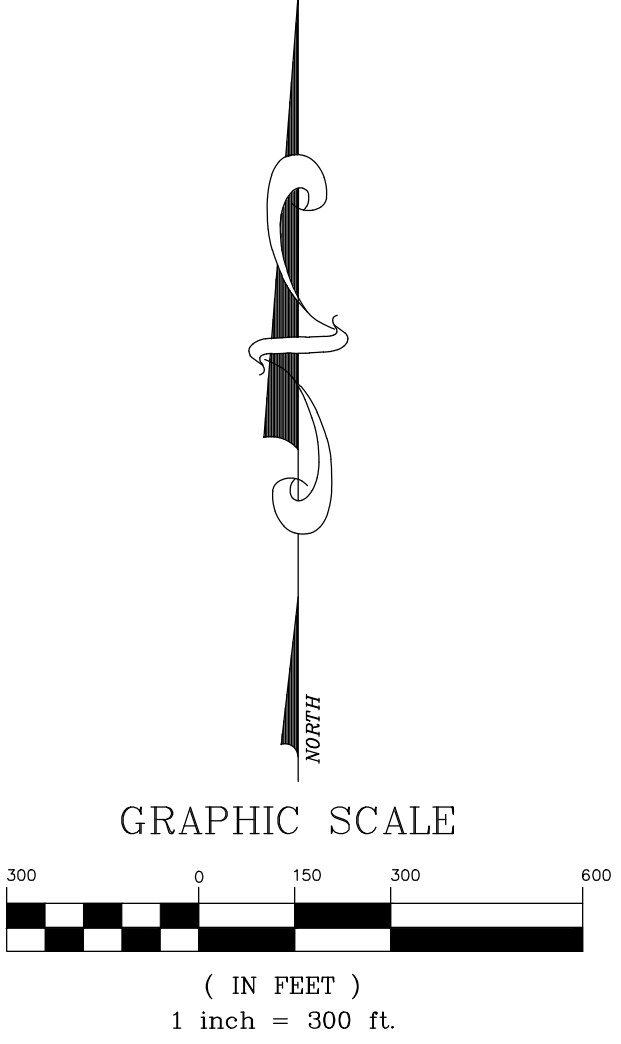
The Preliminary Plat appears to meet all requirements of the UDC and the MPD zoning except for the western boundary of Tract 2 as shown on the preliminary plat which does not match the exact boundaries of the MPD. Sheet 1 of the Preliminary Plat identifies the overlapping boundaries of the preliminary plat and MPD. The area identified in red is within MPD Tract 2 which allows minimum 1-acre lot sizes, but it is not proposed as part of Tract 2 on the preliminary plat. The area identified in green shows the portion of 1-acre lots on the preliminary plat which overlap the MPD boundary, so this area is within the Rural Residential (RR) zoning district requiring a minimum lot size of 5 acres. The applicant plans to amend the MPD boundary to align with this preliminary plat. The proposed boundary adjustment would actually move the MPD boundary farther away from the nearest existing homes on Schober Road. Staff recommends as a condition of preliminary plat approval that an MPD amendment to adjust the MPD boundary to match the Preliminary Plat be required prior to final platting any portion of Tract 2.

Staff Findings: Staff finds the preliminary plat acceptable for approval as submitted with the condition that the MPD must be amended to adjust the boundary to match the preliminary plat prior to final platting any portion of Tract 2.



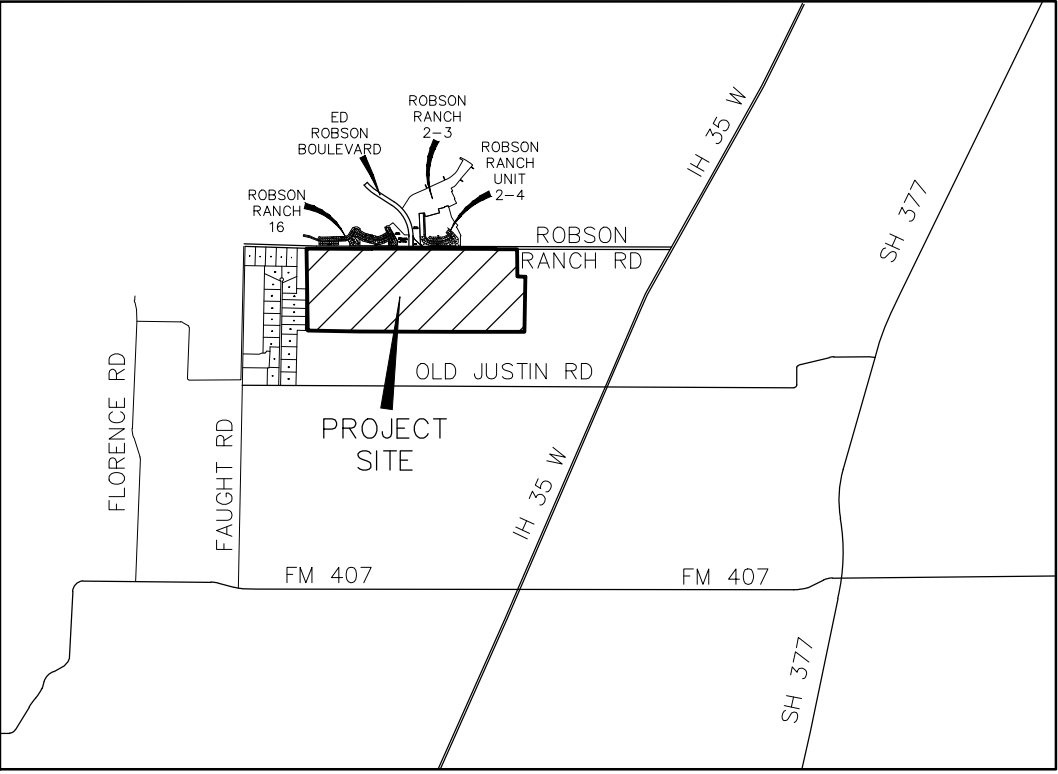
TOWN OF NORTHLAKE, TEXAS ORDINANCE NO. 14-0626A						
TRACT NO.	TRACT AC.	LOT SIZE	NO. LOTS	DENSITY	OPEN SPACE ACRES	OPEN SPACE PERCENTAGE
1	25.499	MIN 1 AC	16	0.6	1.376	4.8
2	19.787	MIN 1 AC	15	0.8	0.821	4.1
3	43.239	70' x 120'	125	2.9	5.278	12.2
4	38.017	70' x 120'	119	3.1	3.010	7.9
5	38.199	60' x 115'	103	2.7	11.544	32.2
6	48.720	60' x 115'	176	3.6	3.516	7.2
7	44.289	60' x 115'	163	3.7	3.120	7.0
8	41.661	50' x 110'	91	2.2	22.431	53.8
9	61.968	50' x 110'	237	3.8	11.497	18.6
10	5.269	COMMERCIAL	1	—	—	—
11	4.141	COMMERCIAL	1	—	—	—
TOTAL	370.789	—	1,045	2.8	62.593	16.9

NOTE: TRACT NUMBERS AS SHOWN ON THIS SHEET REFER TO THE ZONING TRACT NUMBERS ONLY AND DO NOT REPRESENT THE PROPOSED DEVELOPMENT PHASES AS SHOWN ON SHEET 2.

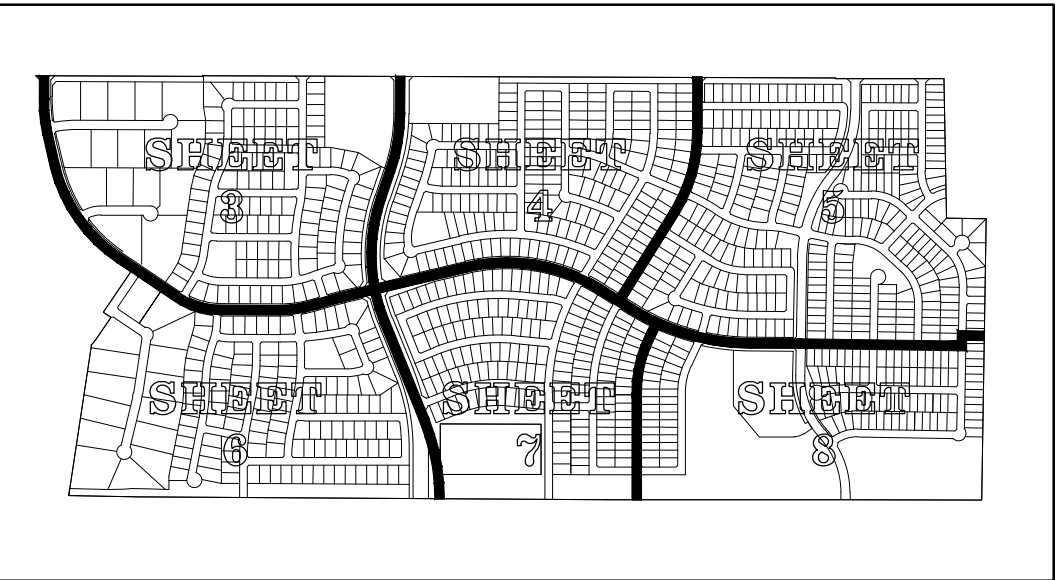


REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6
1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS
BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

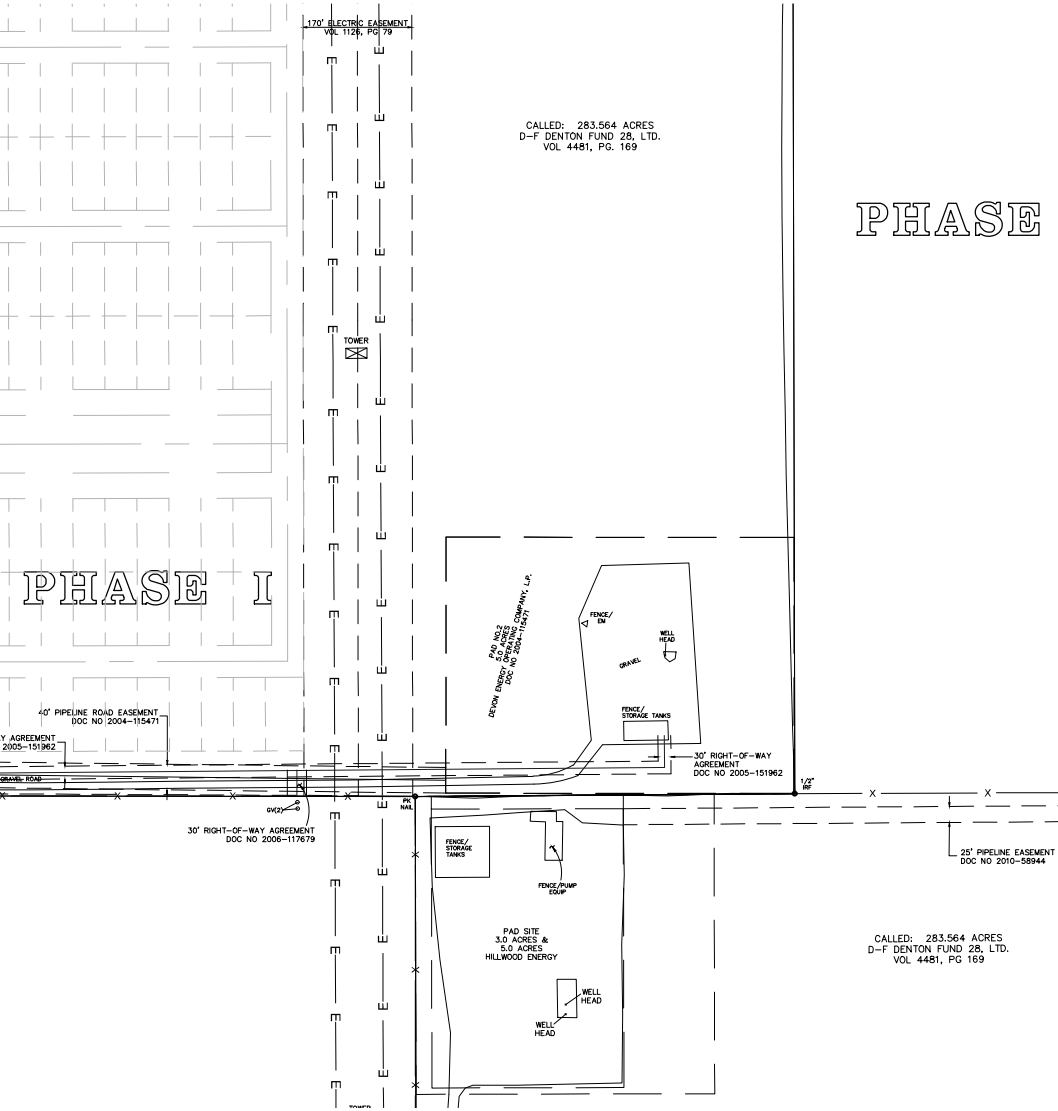
DF PACIFIC NO. 2 LTD
212 South Palm Avenue, Suite 200
Alhambra, California 91801
Contact: Robert Yu
OWNER/DEVELOPER
(626) 282-8198
JBI PARTNERS, INC.
16301 Quorum Drive, Suite 200 B
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000
SURVEYOR/ENGINEER
(972)248-7676



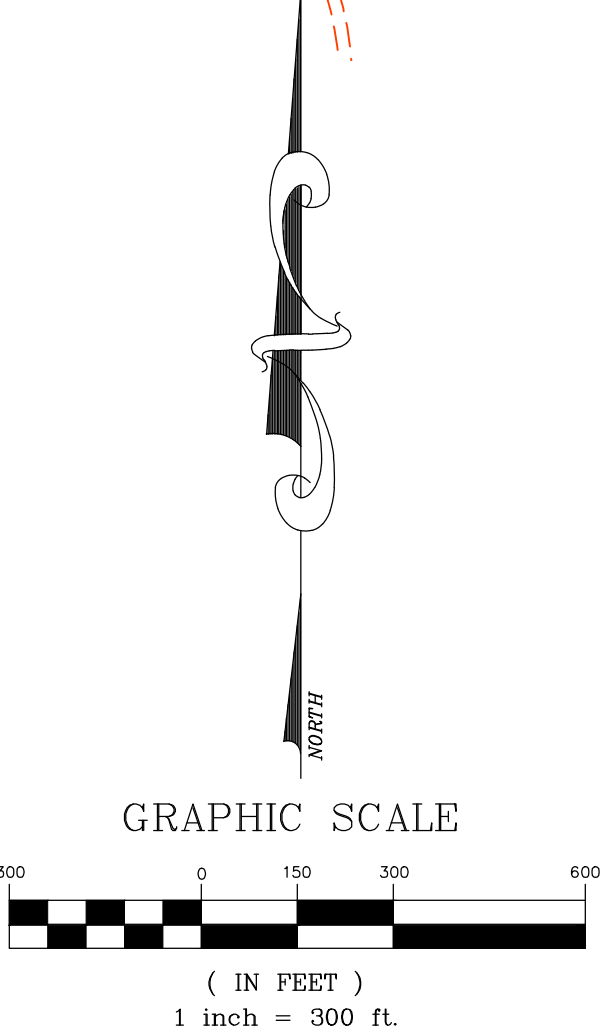
VICINITY MAP
SCALE: N.T.S.



INDEX MAP
SCALE: N.T.S.



PRELIMINARY PLAT PHASE SUMMARY							
	50'x120'	60'x120'	70'x120'	1 ACRE	UNITS	ACREAGE	ESTIMATED COMPLETION
PHASE I	171	94	0	0	265	97.412	SPRING 2018
PHASE II	155	69	0	0	224	50.698	SPRING 2020
PHASE III	0	105	125	0	230	87.993	SPRING 2022
PHASE IV	0	176	0	0	176	48.386	SPRING 2024
PHASE V	0	0	119	0	119	41.051	SPRING 2026
PHASE VI	0	0	0	31	31	45.245	SPRING 2028
TOTAL	326	444	244	31	1,045	370.785	



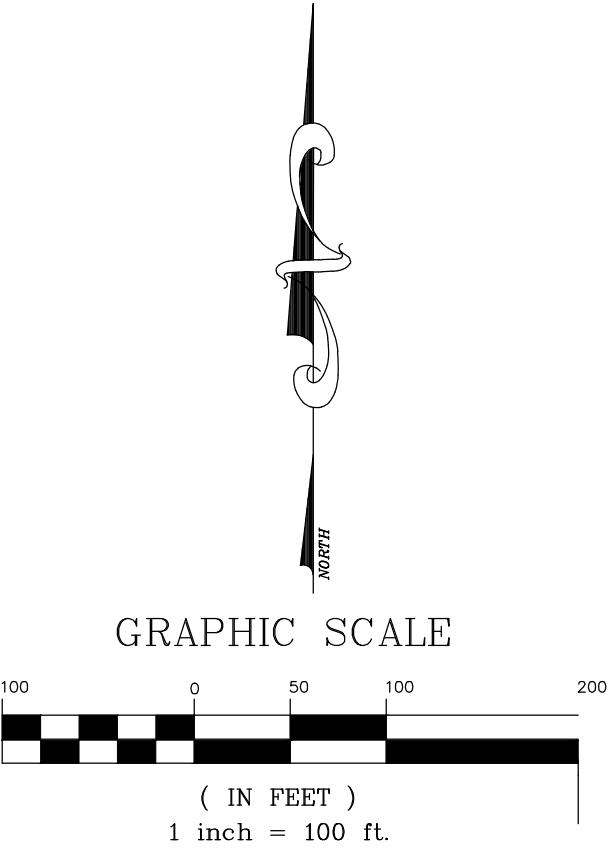
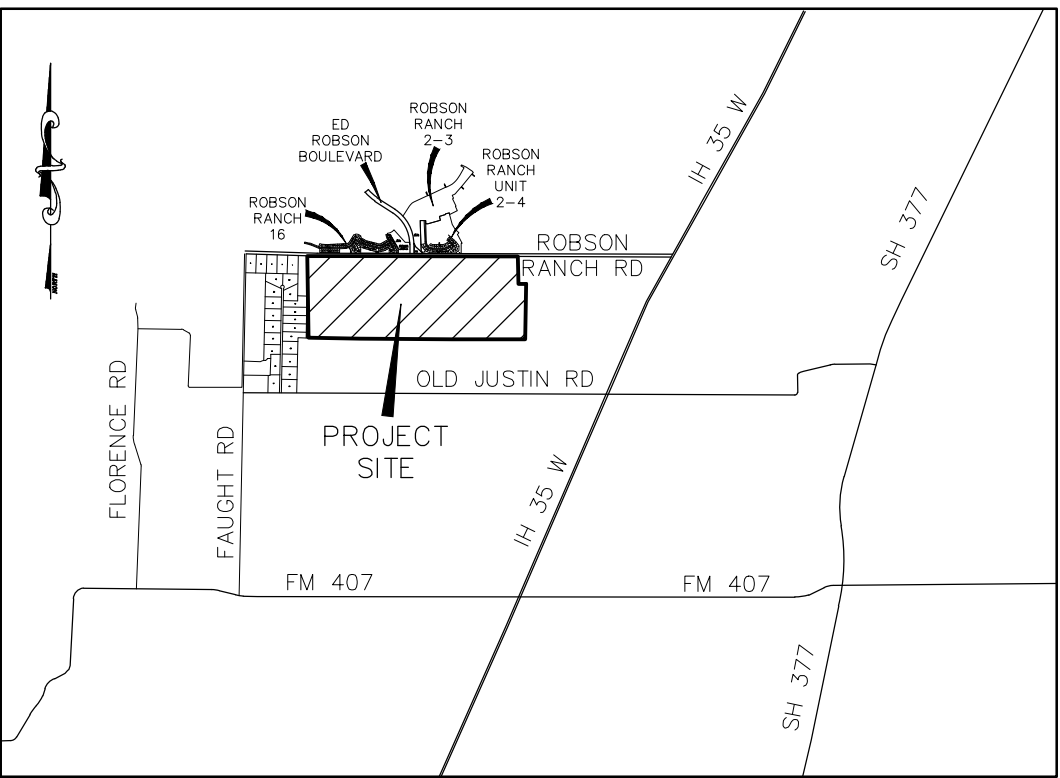
REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6

1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

JB PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000



REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6
1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
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Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLs No. 10076000

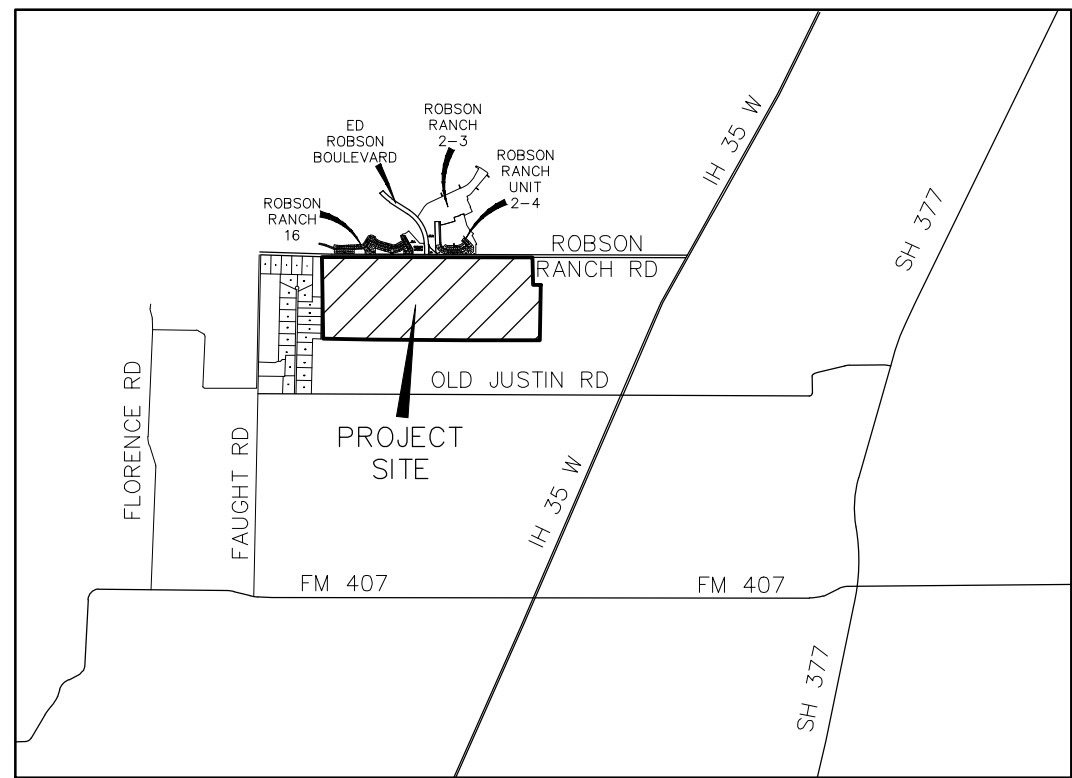
MATCH LINE SEE SHEET 6

MATCH LINE SEE SHEET 4

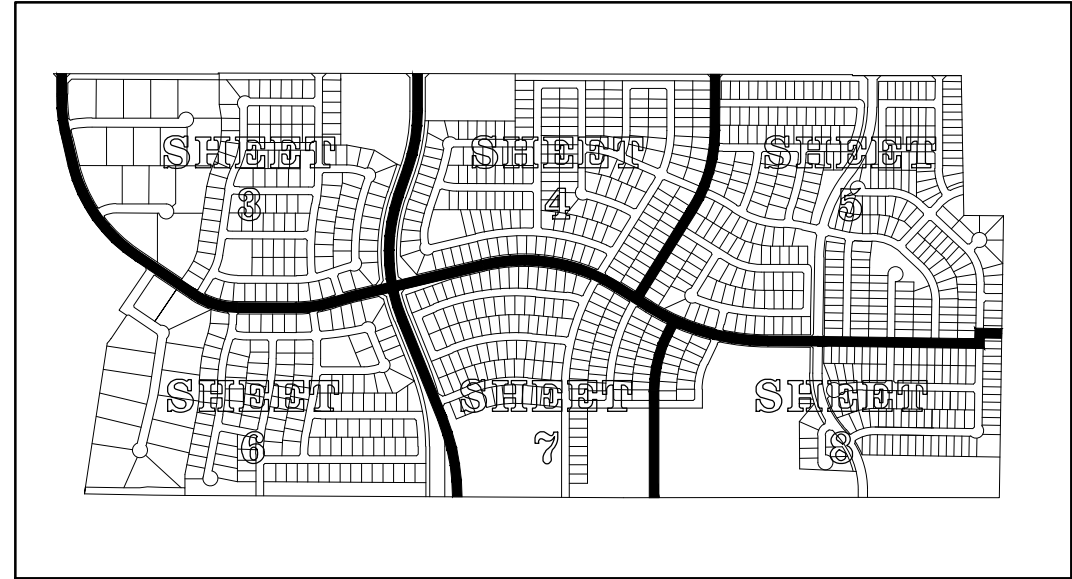
MATCH LINE SEE SHEET 3

MATCH LINE SEE SHEET 7

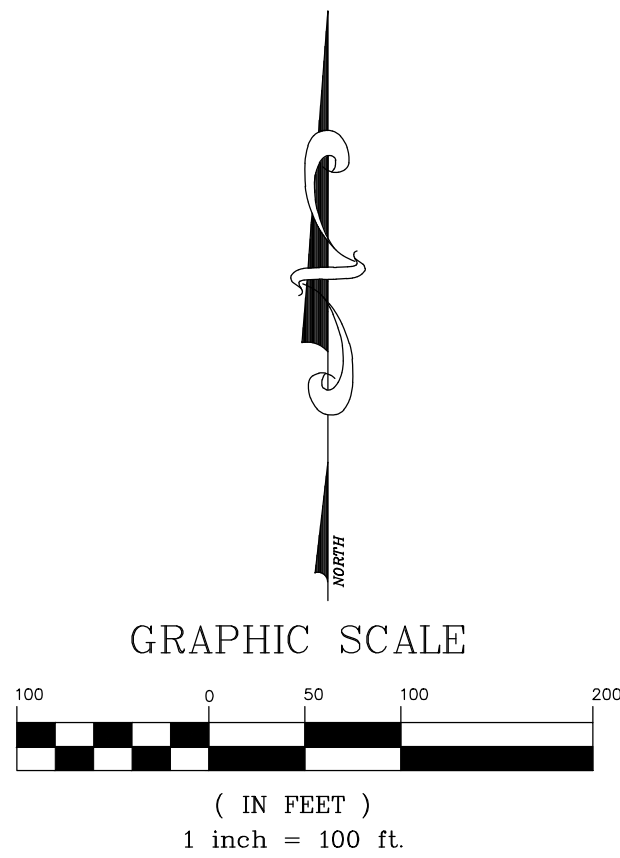
MATCH LINE SEE SHEET 5



VICINITY MAP
SCALE: N.T.S.



INDEX MAP
SCALE: N.T.S.



REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6
1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
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Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

MATCH LINE SEE SHEET 4

OF-WAY
91, PG 2113

CALLED: 2426.81 ACRES
ROBSON DENTON DEVELOPMENT, LP
VOL 4373, PG 216

CITY OF DENTON

RIGHT-OF-WAY
VOL 4653, PG 986

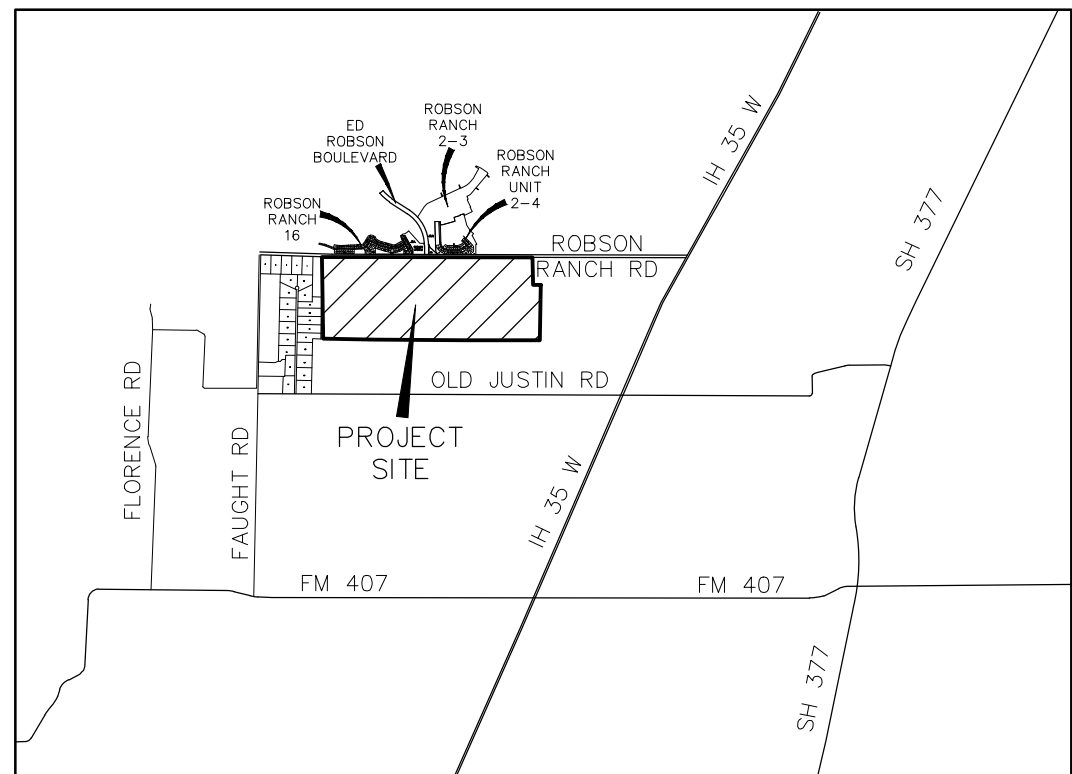
30' PIPELINE EASEMENT
AND RIGHT-OF-WAY
DOC NO 2010-39943

30' PIPELINE EASEMENT
DOC NO 2007-13745

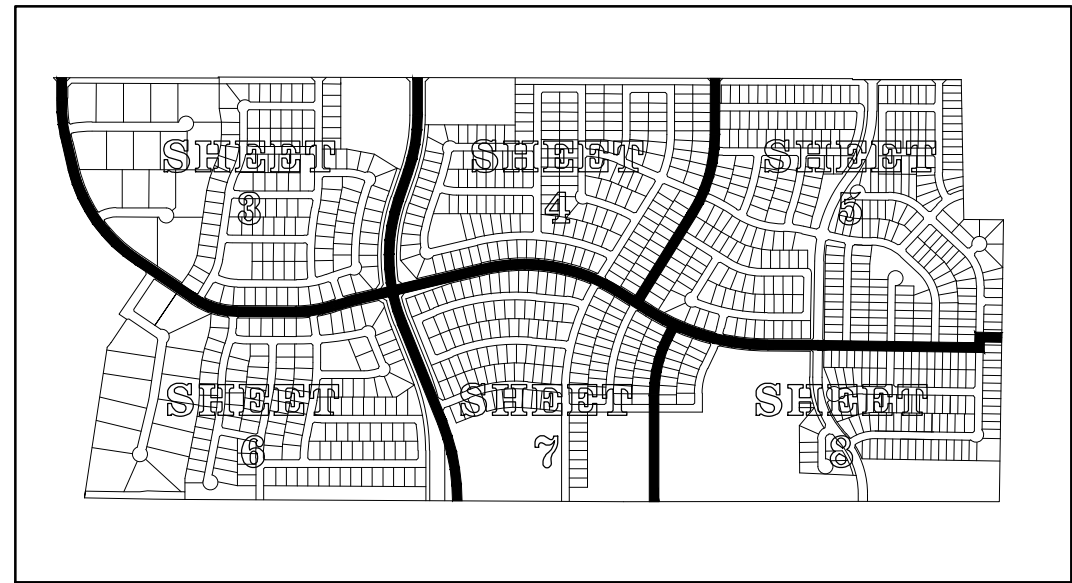
LOT 14X BLOCK II
OPEN SPACE 0.101 ACRES
(SEE DETAIL SHEET 9)



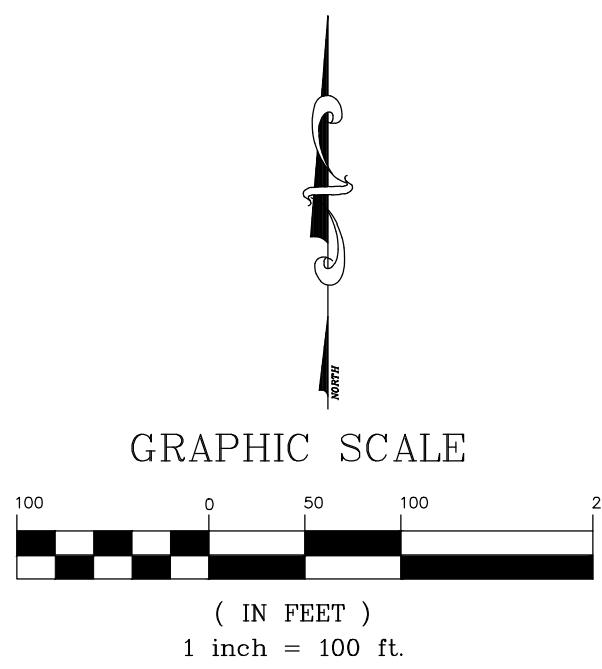
MATCH LINE SEE SHEET 8



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INDEX MAP
SCALE: N.T.S.

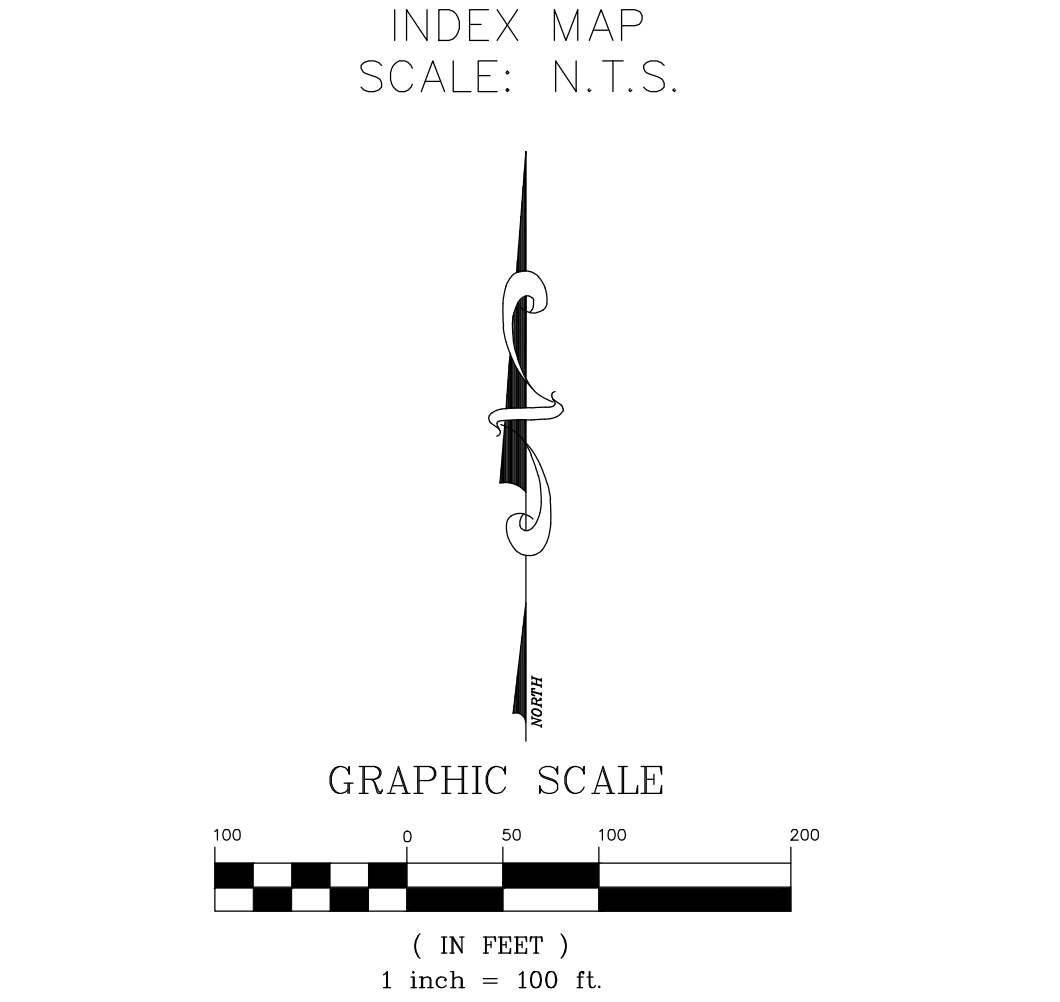
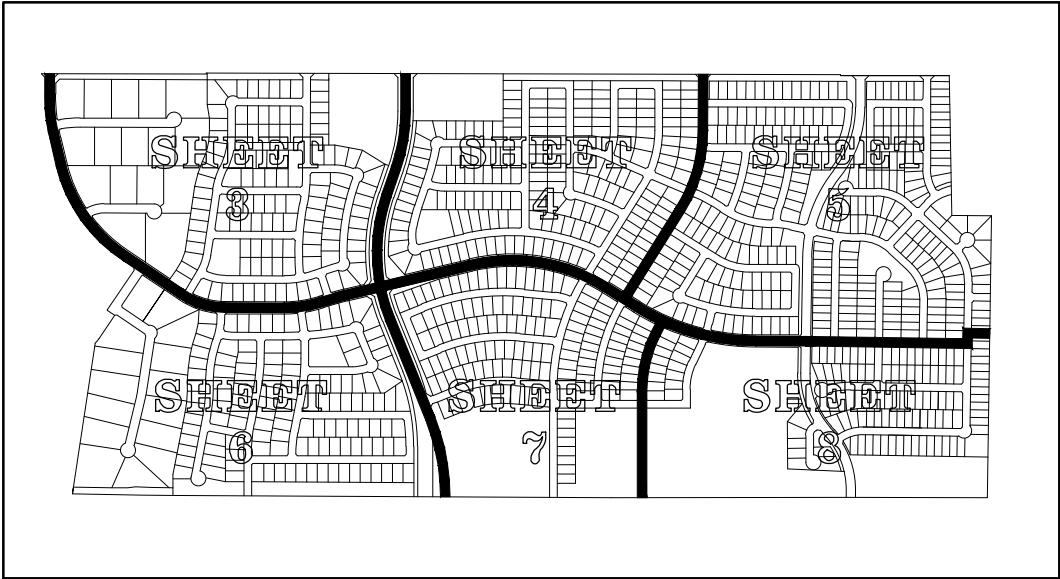
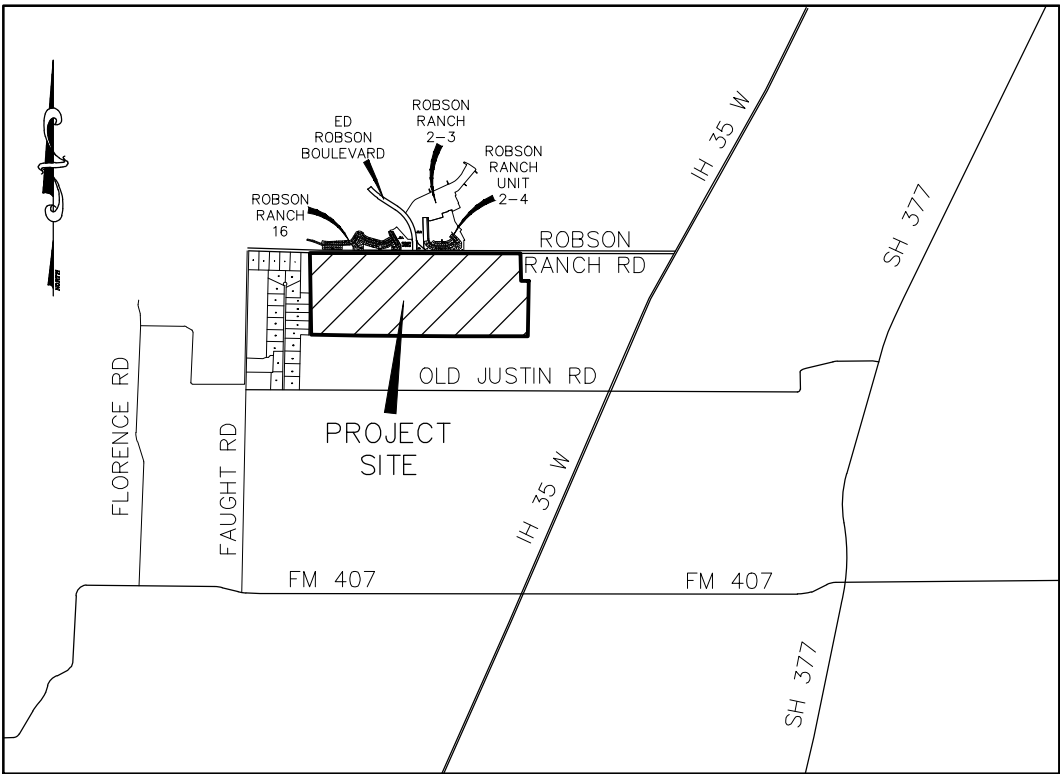


REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6
1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS
BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,
THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

JB PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

CALL: 248.078 ACRES
NO. 2, LTD. AND SILVERSTONE-NORTHLAKE LTD.
DOC. NO. 2007-80851



REVISED PRELIMINARY PLAT
HERITAGE FIELDS, PHASES 1-6

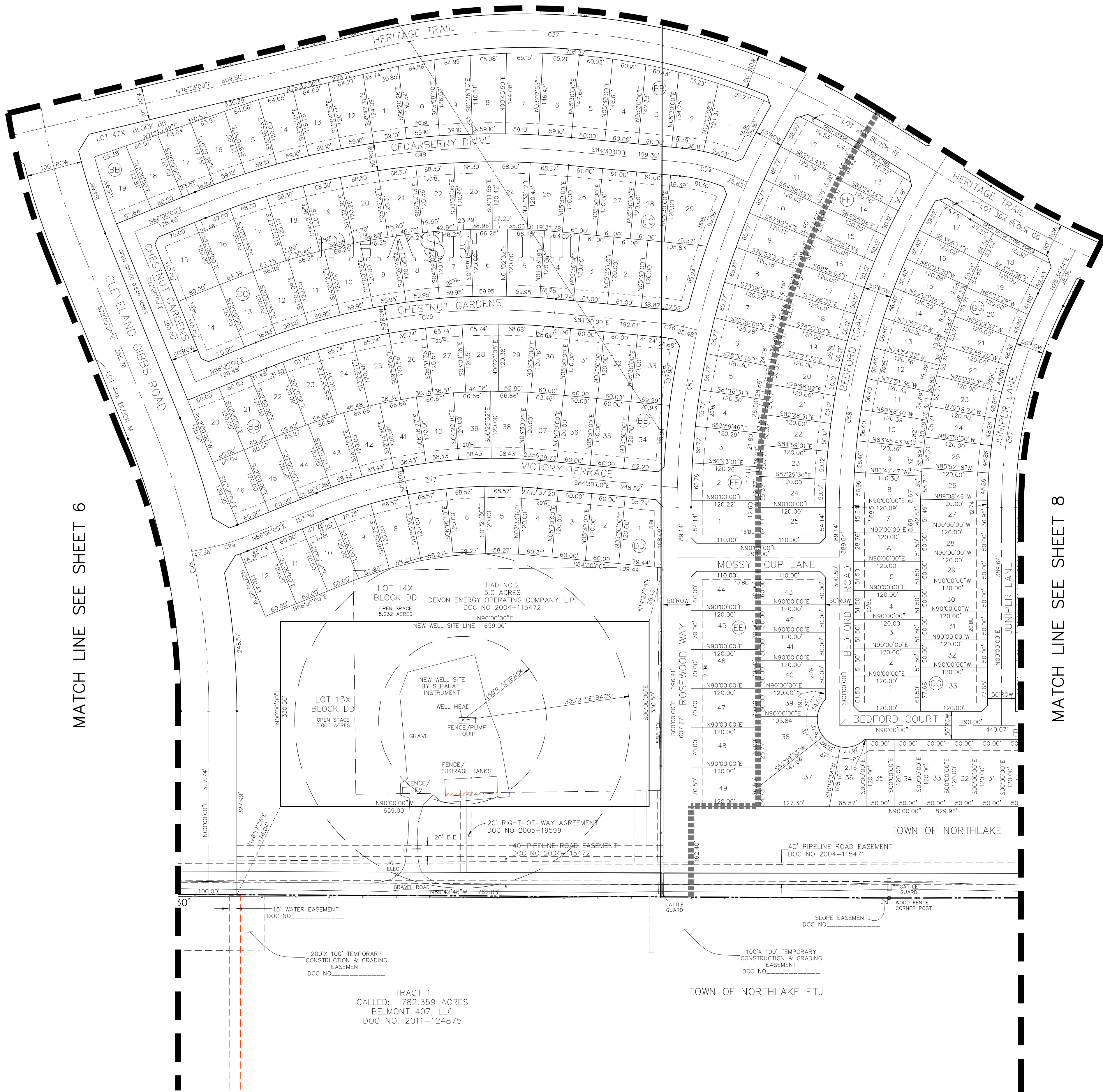
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Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

MATCH LINE SEE SHEET 4

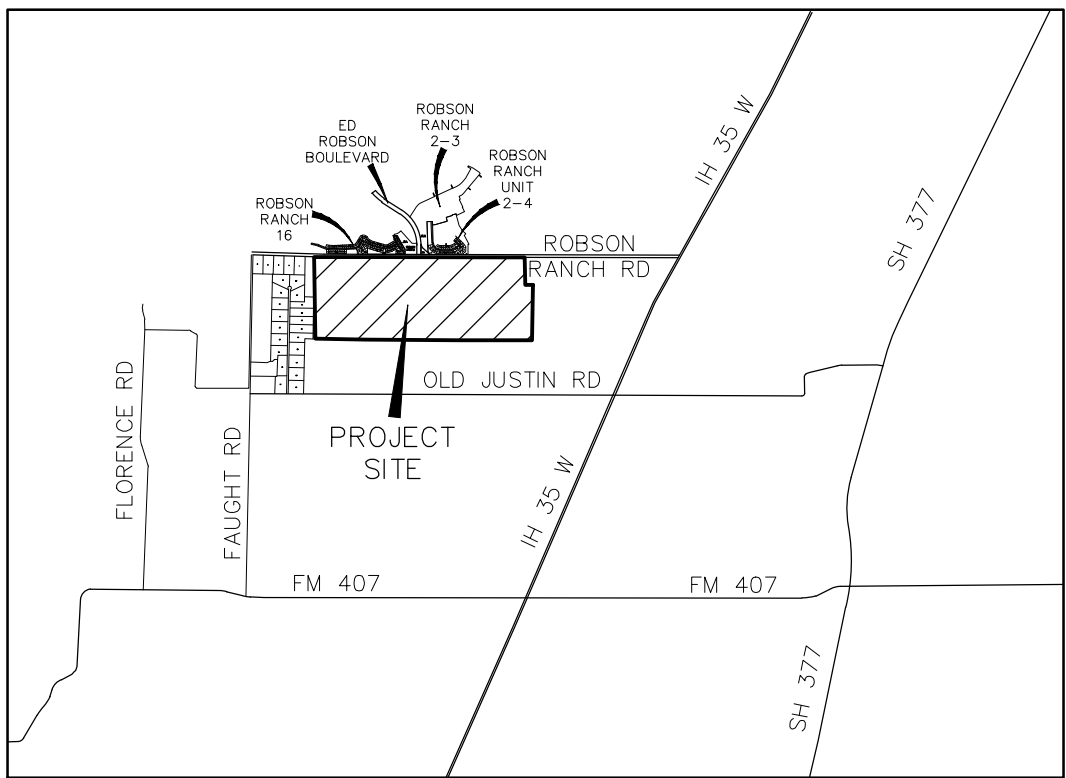


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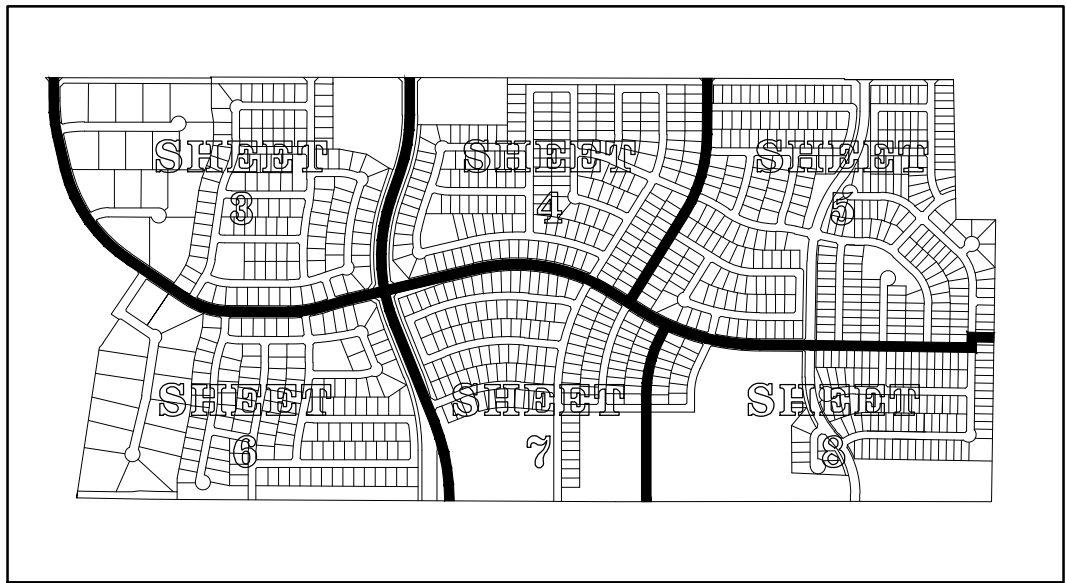
MATCH LINE SEE SHEET 8

TRACT 1
CALLED: 782.359 ACRES
BELMONT 407, LLC
DOC. NO. 2011-124875

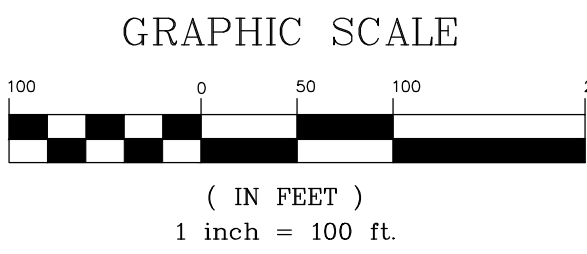
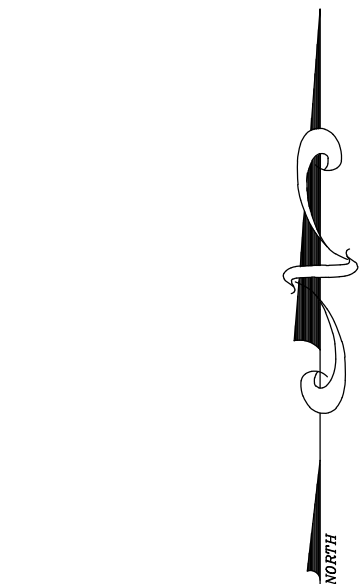
TOWN OF NORTHLAKE ETJ



VICINITY MAP
SCALE: N.T.S.



INDEX MAP
SCALE: N.T.S.



REVISED PRELIMINARY PLAT

HERITAGE FIELDS, PHASES 1-6

1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

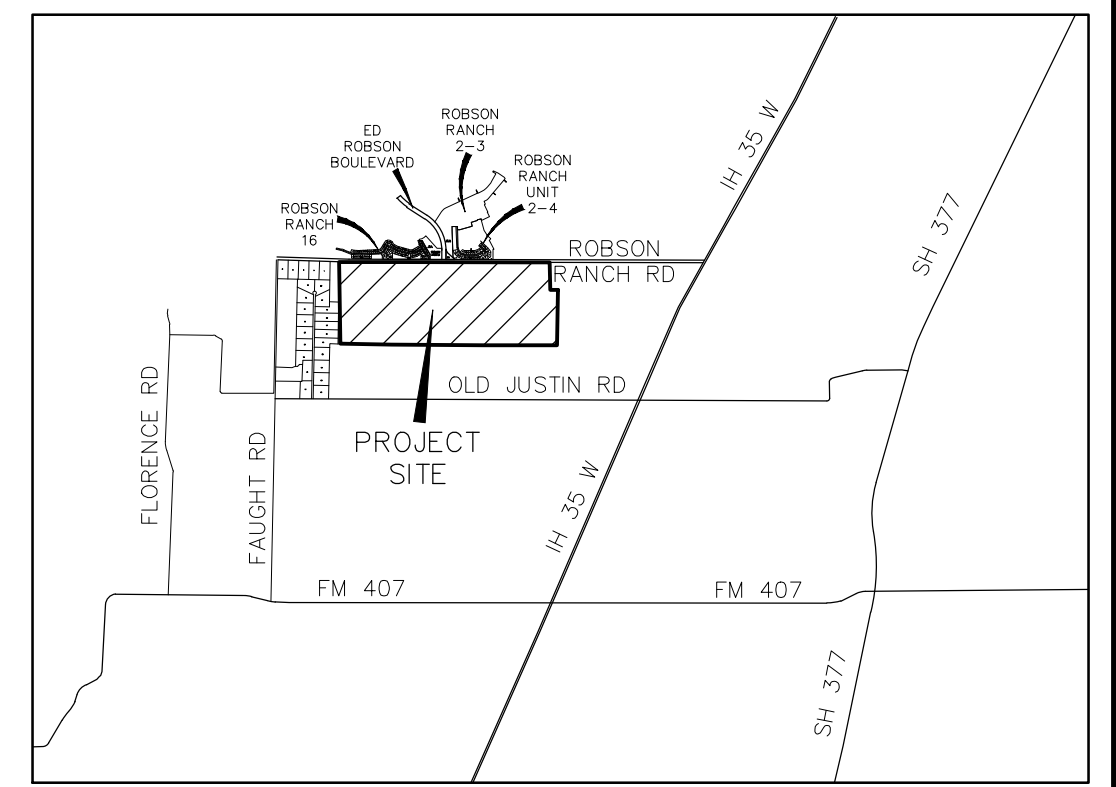
LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

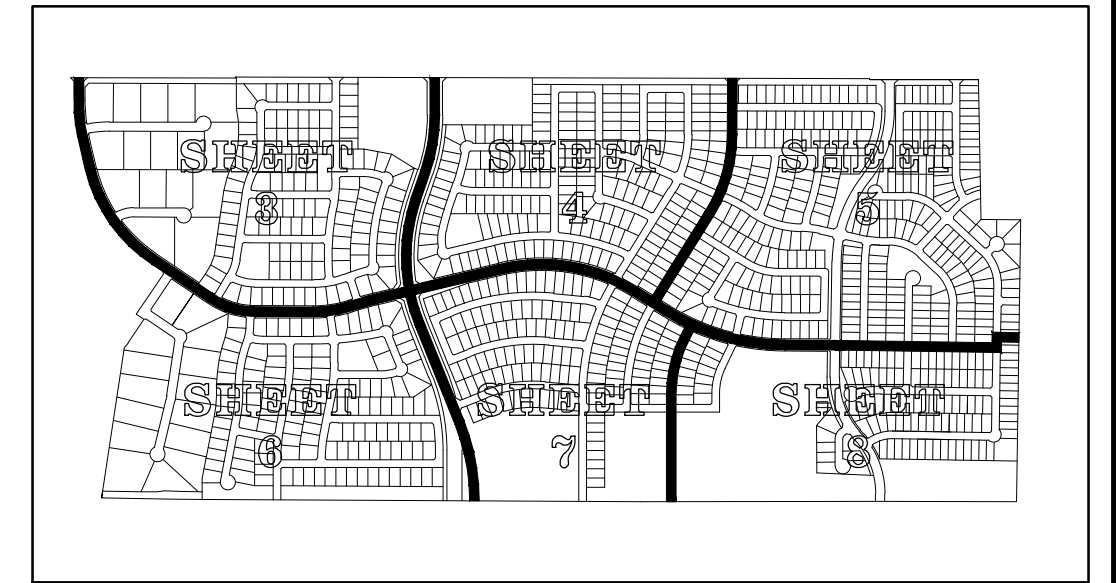
JB PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

MATCH LINE SEE SHEET 7

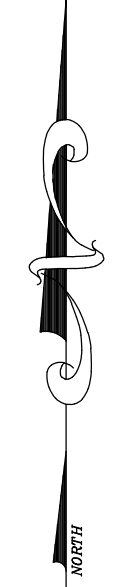
MATCH LINE SEE SHEET 5



VICINITY MAP
SCALE: N.T.S.



INDEX MAP
SCALE: N.T.S.



GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

REVISED PRELIMINARY PLAT

HERITAGE FIELDS, PHASES 1-6

1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD	OWNER/DEVELOPER
212 South Palm Avenue, Suite 200 Alhambra, California 91801 Contact: Robert Yu	(626) 282-8198

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
 16301 Quorum Drive, Suite 200 B (972)248-7676
 Addison, Texas 75001
 Contact: Daniel Dewey, P.E.
 TBPE No. F-438 TBPLS No. 10076000

LEGAL DESCRIPTION

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 a part 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 further described as follows:

BEGINNING at a steel fence corner post found in the north line of said 248.078 acre tract of land, said point being in the south right-of-way line of Robson Ranch Road (a variable wide right-of-way);

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

South 89 degrees 51 minutes 16 seconds East, 4,143.91 feet to a five-eighths inch iron rod found in the north line of said 248.078 acre tract of land;

South 00 degrees 30 minutes 05 seconds East, at 5.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set (hereinafter called "iron rod set") for corner;

South 89 degrees 51 minutes 16 seconds East, 176.60 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 55 seconds East, 533.67 feet to a one-half inch iron rod found in the east line of said 248.001 acre tract of land, said point being in the west line of a called 283.564 acre tract of land described in a special warranty deed to D-F Denton Fund 28, Ltd., as recorded in Volume 4481, Page 169, Deed Records of Denton County, Texas;

THENCE along the east line of said 248.001 acre tract of land and along the west line of said 283.564 acre tract of land as follows:

South 01 degrees 05 minutes 15 seconds East, 914.01 feet to a wood fence corner post found for corner;
South 89 degrees 18 minutes 24 seconds East, 259.65 feet to a steel fence corner post found for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 1,840.61 feet to a steel fence corner post found in the south line of said 248.001 acre tract of land, said point being in the north line of a called 782.359 acre tract of land described in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011-124875, Official Public Records of Denton County, Texas;

THENCE along the north line of said 782.359 acre tract of land as follows:

North 89 degrees 26 minutes 26 seconds West, 916.17 feet to a wood fence corner post found for corner;
South 89 degrees 56 minutes 51 seconds West, 1,538.79 feet to a wood fence corner post found for corner;
North 89 degrees 42 minutes 46 seconds West, 3,068.30 feet to a wood fence corner post found for corner;
North 88 degrees 54 minutes 20 seconds West, 452.34 feet to a one-half inch iron rod set for corner;

THENCE North 08 degrees 34 minutes 08 seconds East, 994.69 feet to a one-half inch iron rod set for corner;

THENCE Northeasterly, 41.12 feet along a non-tangent curve to the left which has a central of 10 degrees 14 minutes 35 seconds, a radius of 230.00 feet, a tangent of 20.61 feet, and whose chord bears North 39 degrees 08 minutes 12 seconds East, 41.06 feet to a one-half inch iron rod set for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 182.46 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 60.00 feet to a one-half inch iron rod set for corner;

THENCE North 34 degrees 00 minutes 54 seconds East, 315.00 feet to a one-half inch iron rod set for corner;

THENCE North 10 degrees 59 minutes 06 seconds West, 7.07 feet to a one-half inch iron rod set for corner;

THENCE North 55 degrees 59 minutes 06 seconds West, 110.37 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 752.24 feet along a curve to the right which has a central of 42 degrees 15 minutes 17 seconds, a radius of 1,020.00 feet, a tangent of 394.15 feet, and whose chord bears North 34 degrees 51 minutes 27 seconds West, 735.30 feet to a one-half inch iron rod set for corner;

THENCE North 13 degrees 43 minutes 48 seconds West, 179.64 feet to a one-half inch iron rod set for corner;

THENCE Northwesterly, 307.56 feet along a curve to the right which has a central of 13 degrees 52 minutes 33 seconds, a radius of 1,270.00 feet, a tangent of 154.54 feet, and whose chord bears North 06 degrees 47 minutes 32 seconds West, 306.81 feet to a one-half inch iron rod set for corner;

THENCE North 00 degrees 08 minutes 44 seconds East, 104.84 feet to a one-half inch iron rod set for corner;

THENCE North 44 degrees 51 minutes 16 seconds West, 41.21 feet to a one-half inch iron rod set in the south line of Robson Ranch Road;

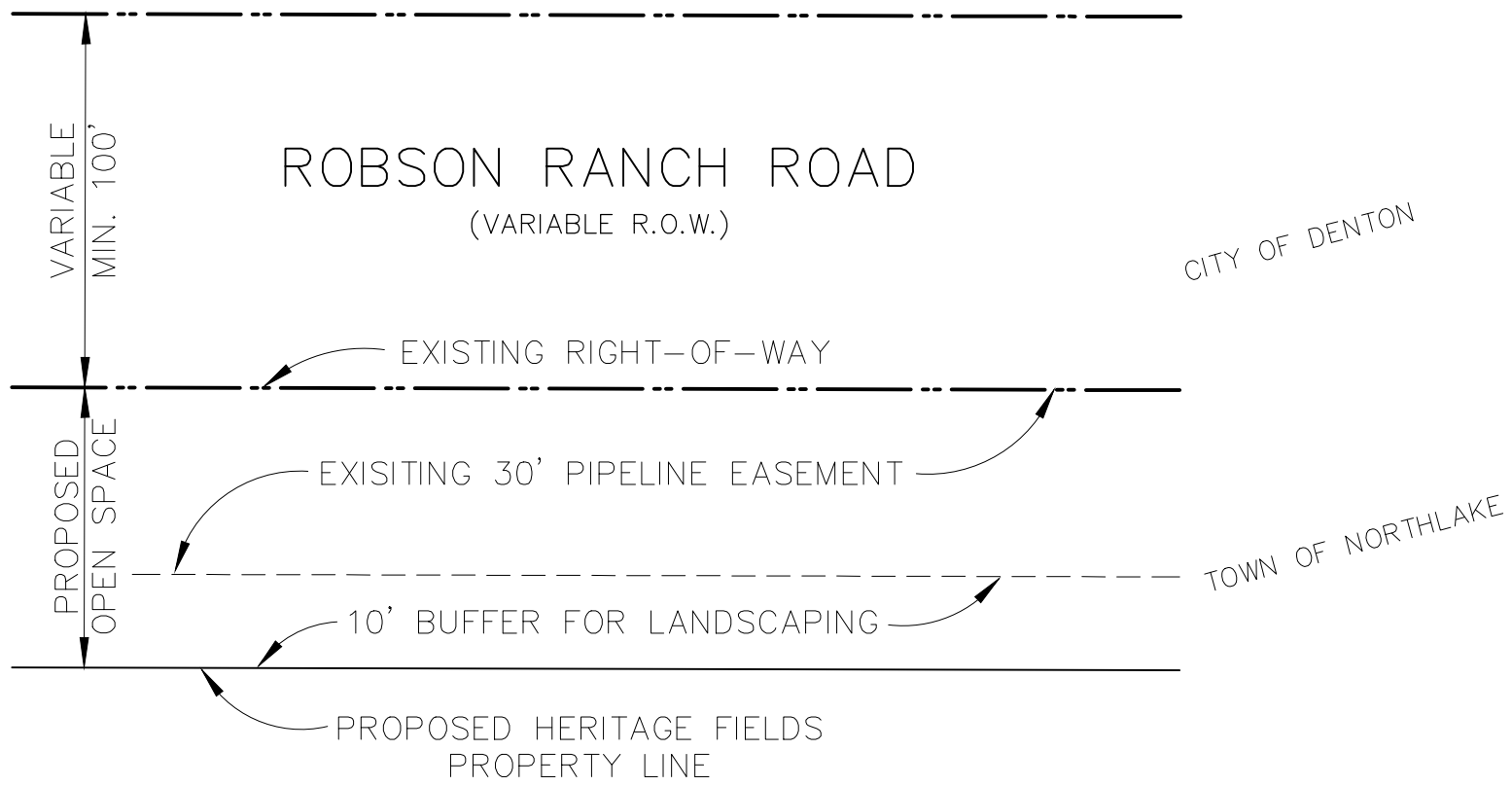
THENCE along the south line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East, 1,091.38 feet to a steel fence corner post found for corner;
North 00 degrees 09 minutes 12 seconds East, 5.00 feet to the POINT OF BEGINNING and containing 16,151,392 square feet or 370.785 acres of land.

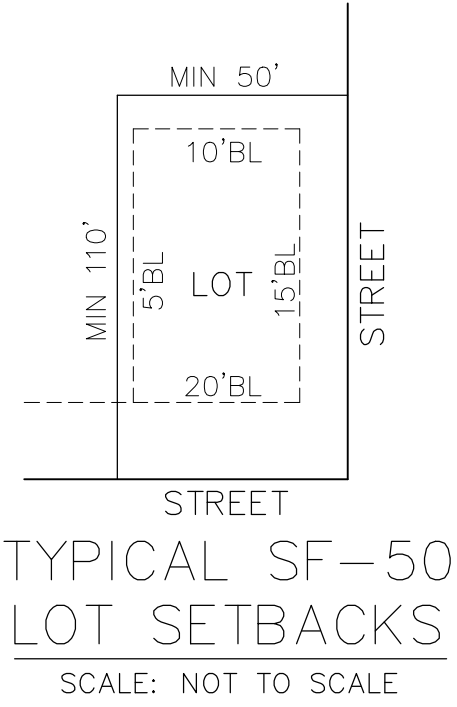
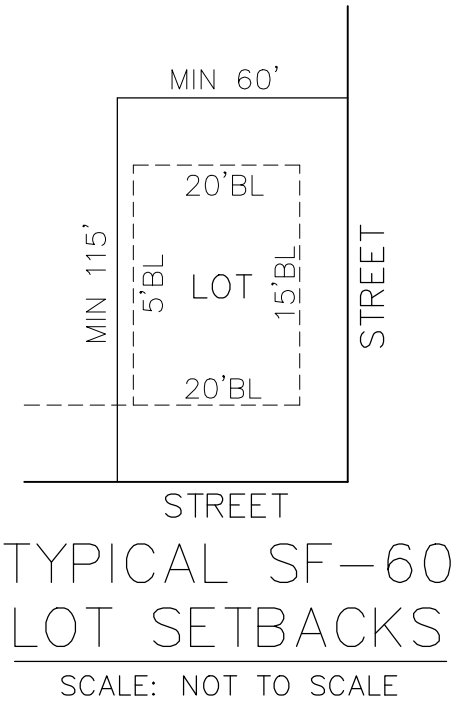
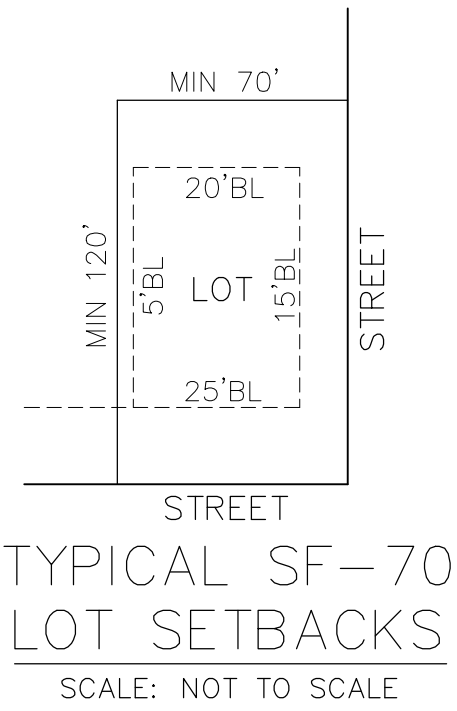
BASIS OF BEARING:

The basis of bearing is derived from the TEXAS WDS RTK Cooperative Network -- Texas State Plane Coordinate System, North Central Zone (4202), NAD83.

CURVE TABLE							CURVE TABLE						
C NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	C NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	227.13'	26°01'39"	500.00'	115.56'	N13°09'34"E	225.18'	C53	519.87'	23°10'48"	1285.00'	263.54'	S78°15'52"E	516.33'
C2	68.15'	7°48'35"	500.00'	34.13'	S85°56'58"E	68.10'	C54	132.06'	12°36'38"	600.00'	66.30'	N19°10'22"E	131.79'
C3	154.53'	17°42'27"	500.00'	77.88'	S17°19'10"W	153.91'	C55	817.27'	31°51'16"	1470.00'	419.49'	S73°55'38"E	806.78'
C4	43.56'	8°19'12"	300.00'	21.82'	S85°41'40"E	43.53'	C56	188.99'	25°28'41"	425.00'	96.08'	S12°44'20"W	187.43'
C5	43.56'	8°19'12"	300.00'	21.82'	S85°41'40"E	43.53'	C57	384.99'	26°34'34"	830.00'	196.02'	S13°17'17"W	381.55'
C6	118.11'	22°33'29"	300.00'	59.83'	N19°44'41"E	117.35'	C58	625.53'	32°00'00"	1120.00'	321.15'	S16°00'00"W	617.43'
C7	169.76'	30°52'41"	315.00'	87.00'	S74°24'55"E	167.71'	C59	787.49'	32°00'00"	1410.00'	404.31'	S16°00'00"W	777.30'
C8	208.60'	20°25'49"	585.00'	105.42'	N79°55'50"E	207.49'	C62	589.84'	37°33'02"	900.00'	305.95'	S19°40'38"W	579.34'
C9	192.11'	5°00'52"	2195.00'	96.11'	S72°13'22"W	192.04'	C63	468.01'	38°18'25"	700.00'	243.13'	N19°17'57"E	459.34'
C10	485.49'	16°45'25"	1660.00'	244.49'	S02°36'26"W	483.76'	C64	184.94'	35°19'13"	300.00'	95.51'	S60°39'36"W	182.02'
C11	602.87'	25°12'47"	1370.00'	306.40'	S09°13'14"W	598.02'	C65	224.39'	42°51'16"	300.00'	117.73'	N68°25'38"W	219.19'
C12	189.19'	10°50'24"	1000.00'	94.88'	N05°33'56"E	188.91'	C66	224.39'	42°51'16"	300.00'	117.73'	N68°25'38"W	219.19'
C13	113.52'	21°40'53"	300.00'	57.45'	N79°00'49"W	112.85'	C67	250.81'	47°54'07"	300.00'	133.26'	N23°02'56"W	243.57'
C14	295.57'	33°52'10"	500.00'	152.24'	S72°55'11"E	291.28'	C68	250.81'	47°54'07"	300.00'	133.26'	N23°02'56"W	243.57'
C15	247.35'	18°24'20"	770.00'	124.75'	N80°56'34"E	246.29'	C69	128.12'	10°15'59"	715.00'	64.23'	S06°02'06"W	127.94'
C16	167.90'	4°48'36"	2000.00'	84.00'	S74°08'42"W	167.85'	C74	98.68'	18°50'48"	300.00'	49.79'	N75°04'36"W	98.24'
C17	68.71'	7°52'25"	500.00'	34.41'	N03°47'28"W	68.66'	C75	535.16'	27°30'00"	1115.00'	272.84'	S81°45'00"W	530.04'
C18	480.41'	13°45'46"	2000.00'	241.37'	N83°15'51"E	479.25'	C76	39.25'	7°29'47"	300.00'	19.65'	N80°45'06"W	39.22'
C19	75.77'	14°28'13"	300.00'	38.09'	S82°37'10"E	75.56'	C77	395.97'	27°30'00"	825.00'	201.88'	S81°45'00"W	392.18'
C20	91.85'	17°32'32"	300.00'	46.29'	N11°46'54"E	91.49'	C78	36.86'	7°02'25"	300.00'	18.45'	N03°39'57"E	36.84'
C21	315.01'	21°52'38"	825.00'	159.45'	S09°36'51"W	313.10'	C79	315.14'	11°34'28"	1560.00'	158.11'	N12°58'23"E	314.60'
C22	188.21'	12°19'28"	875.00'	94.47'	N04°50'16"E	187.85'	C80	80.11'	15°18'02"	300.00'	40.30'	S11°06'36"W	79.88'
C23	202.35'	11°00'00"	1054.00'	101.49'	S05°30'00"W	202.04'	C81	44.95'	8°35'07"	300.00'	22.52'	N62°17'34"W	44.91'
C24	56.09'	10°42'46"	300.00'	28.13'	S05°38'37"W	56.01'	C88	170.46'	32°33'21"	300.00'	87.60'	S16°07'56"E	168.18'
C25	24.82'	4°44'24"	300.00'	12.42'	S81°22'12"E	24.81'	C89	29.96'	4°54'17"	350.00'	14.99'	N11°01'16"E	29.95'
C27	191.15'	10°51'16"	1009.00'	95.86'	N05°34'22"E	190.86'	C90	722.74'	42°15'17"	980.00'	378.69'	S34°51'27"E	706.47'
C28	246.09'	10°51'16"	1299.00'	123.41'	N05°34'22"E	245.72'	C91	121.77'	34°53'05"	200.00'	62.84'	S72°42'12"W	119.90'
C30	822.94'	41°00'03"	1150.00'	429.98'	S01°29'59"E	805.49'	C92	297.88'	13°52'33"	1230.00'	149.67'	S06°47'32"E	297.15'
C31	378.45'	18°51'18"	1150.00'	190.95'	N09°34'23"E	376.74'	C93	126.41'	9°39'26"	750.00'	63.36'	S85°19'01"W	126.26'
C32	125.14'	23°54'00"	300.00'	63.49'	S01°30'00"E	124.23'	C94	141.11'	11°00'00"	735.00'	70.77'	S05°30'00"W	140.89'
C33	138.79'	8°33'03"	930.00'	69.53'	S14°43'31"W	138.67'	C95	48.00'	11°00'00"	250.00'	24.07'	S84°30'00"E	47.92'
C34	98.73'	18°51'18"	300.00'	49.81'	S80°25'37"E	98.28'	C96	206.17'	9°27'00"	1250.00'	103.32'	N04°43'30"W	205.93'
C35	242.53'	10°08'34"	1370.00'	121.58'	N13°55'46"E	242.21'	C97	115.19'	22°00'00"	300.00'	58.31'	N79°00'00"E	114.49'
C36	858.95'	36°51'53"	1335.00'	444.93'	N85°01'04"W	844.21'	C98	518.36'	22°00'00"	1350.00'	262.41'	N11°00'00"W	515.18'
C37	912.24'	45°27'00"	1150.00'	481.65'	N80°43'30"W	888.51'	C99	51.23'	9°47'03"	300.00'	25.68'	N72°53'31"E	51.17'
C38	88.86'	8°35'07"	593.00'	44.51'	N62°17'34"W	88.77'	C100	407.53'	42°27'15"	550.00'	213.63'	S20°19'31"E	398.27'
C39	285.58'	10°03'02"	1628.00'	143.16'	N71°36'38"W	285.21'	C101	125.48'	13°18'48"	540.00'	63.02'	S84°14'43"W	125.19'
C40	239.33'	22°51'16"	600.00'	121.28'	N78°25'38"W	237.75'	C102	161.84'	37°05'29"	250.00'	83.87'	S72°21'23"W	159.03'
C41	159.55'	22°51'16"	400.00'	80.85'	N11°34'22"E	158.50'	C103	399.45'	41°36'43"	550.00'	208.99'	N20°44'47"W	390.72'
C42	383.62'	31°51'16"	690.00'	196.91'	N16°04'22"E	378.69'							
C43	544.84'	31°51'16"	980.00'	279.66'	N16°04'22"E	537.85'							
C44	200.51'	11°29'17"	1000.00'	100.59'	N61°15'21"W	200.17'							
C45	32.41'	6°11'21"	300.00'	16.22'	S86°45'35"E	32.39'							
C46	273.66'	25°05'15"	625.00'	139.06'	N12°41'21"E	271.48'							
C47	42.02'	8°01'32"	300.00'	21.04'	N04°09'30"E	41.99'							
C48	373.74'	16°51'40"	1270.00'	188.23'	N16°36'06"E	372.39'							
C49	674.35'	27°30'00"	1405.00'	343.80'	S81°45'00"W	667.90'							
C50	340.48'	33°55'36"	575.00'	175.39'	S72°28'30"E	335.52'							
C51	126.80'	11°37'27"	625.00'	63.62'	N83°37'35"W	126.58'							
C52	222.39'	31°51'16"	400.00'	114.15'	S73°55'38"E	219.53'							



TYPICAL OPEN SPACE ALONG
ROBSON RANCH ROAD
N.T.S.



REVISED PRELIMINARY PLAT

HERITAGE FIELDS, PHASES 1-6

1,045 RESIDENTIAL LOTS, 42 COMMON AREA LOTS
AND 2 COMMERCIAL LOTS

BEING 370.785 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 14-0626A
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

DF PACIFIC NO. 2 LTD OWNER/DEVELOPER
212 South Palm Avenue, Suite 200 (626) 282-8198
Alhambra, California 91801
Contact: Robert Yu

JBI PARTNERS, INC. SURVEYOR/ENGINEER
16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE					
BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES	BLOCK-LOT	SQUARE FEET	ACRES			
A-1	9,550	0.219	AA-3	7,920	0.182	BB-23	7,478	0.172	CC-15	9,550	0.219	E-8	8,400	0.193	FF-9	7,563	0.174	GG-17	7,070	0.162	I-8	9,012	0.207	JJ-1	7,150	0.164	K-8	11,069	0.254	LL-11	14,023	0.322
A-2	8,400	0.193	AA-4	7,920	0.182	BB-24	7,477	0.172	CC-16	7,986	0.183	E-9	8,400	0.193	FF-10	7,562	0.174	GG-18	6,090	0.140	I-9	8,954	0.206	JJ-2	6,000	0.138	K-9	8,400	0.193	M-11	11,587	0.266
A-3	8,400	0.193	AA-5	7,920	0.182	BB-25	7,476	0.172	CC-17	7,859	0.180	E-10	9,600	0.220	FF-11	7,562	0.174	GG-19	6,222	0.143	I-10	8,400	0.193	JJ-3	6,000	0.138	K-14	9,105	0.209	M-2	10,207	0.234
A-4	8,400	0.193	AA-6	7,920	0.182	BB-26	7,476	0.172	CC-18	7,858	0.180	E-11X	45,871	1.053	FF-12	7,539	0.173	GG-20	6,260	0.144	I-11	8,400	0.193	JJ-4	6,000	0.138	K-15	9,550	0.219	M-3	10,872	0.250
A-5	8,400	0.193	AA-7	9,070	0.208	BB-27	7,476	0.172	CC-19	7,858	0.180	EE-27	10,135	0.233	FF-13	7,150	0.164	GG-21	6,260	0.144	I-12	8,400	0.193	JJ-5	6,000	0.138	K-20	9,905	0.227	M-4	10,974	0.252
A-6	8,423	0.193	AA-8	8,590	0.197	BB-28	7,477	0.172	CC-20	7,858	0.180	EE-28	5,895	0.135	FF-14	6,319	0.145	GG-22	6,260	0.144	I-13	8,400	0.193	JJ-6	6,000	0.138	K-27	8,629	0.198	M-5	16,645	0.382
A-7	11,273	0.259	AA-9	7,200	0.165	BB-29	7,821	0.175	CC-21	7,857	0.180	EE-29	6,000	0.138	FF-15	6,319	0.145	GG-23	6,260	0.144	I-14	8,400	0.193	JJ-7	7,200	0.165	K-33	9,820	0.225	M-6	11,851	0.272
A-8	16,573	0.380	AA-10	7,200	0.165	BB-30	7,212	0.166	CC-22	7,857	0.180	EE-30	6,000	0.138	FF-16	6,319	0.145	GG-24	6,260	0.144	I-15	9,888	0.227	JJ-8	6,000	0.138	K-35	9,088	0.209	M-7	8,393	0.193
A-9	11,206	0.257	AA-11	7,200	0.165	BB-31	7,200	0.165	CC-23	7,857	0.180	EE-31	6,000	0.138	FF-17	6,319	0.145	GG-25	6,260	0.144	I-16X	13,049	0.300	JJ-9	6,000	0.138	KK-1	7,150	0.164	M-8	8,400	0.193
A-10	9,720	0.223	AA-12	7,524	0.173	BB-32	7,200	0.165	CC-24	7,857	0.180	EE-32	6,000	0.138	FF-18	6,319	0.145	GG-26	6,260	0.144	I-17X	1,119	0.026	JJ-10	6,000	0.138	KK-2	6,000	0.138	M-9	8,178	0.188
A-11	9,303	0.214	AA-13	14,153	0.325	BB-33	8,662	0.199	CC-25	7,927	0.182	EE-33	6,000	0.138	FF-19	6,319	0.145	GG-27	6,069	0.139	I-18	43,574	1.000	JJ-11	6,000	0.138	KK-3	6,000	0.138	M-10	13,476	0.309
A-12	9,651	0.222	AA-14	10,657	0.245	BB-34	8,437	0.194	CC-26	7,320	0.168	EE-34	6,000	0.138	FF-20	6,319	0.145	GG-28	6,000	0.138	I-19	44,028	1.011	JJ-12	6,000	0.138	KK-4	6,000	0.138	M-11	16,008	0.367
A-13	9,198	0.211	AA-15	7,403	0.170	BB-35	7,200	0.165	CC-27	7,320	0.168	EE-35	6,000	0.138	FF-21	6,319	0.145	GG-29	6,000	0.138	I-20	43,661	1.002	JJ-13	9,049	0.208	KK-5	6,000	0.138	M-12	10,838	0.249
A-14	9,119	0.209	AA-16	7,664	0.176	BB-36	7,200	0.165	CC-28	7,320	0.168	EE-36	6,101	0.140	FF-22	6,319	0.145	GG-30	6,000	0.138	I-21	43,705	1.003	JJ-14	6,373	0.146	KK-6	7,150	0.164	M-13	9,508	0.218
A-15	9,175	0.211	AA-17	9,131	0.210	BB-37	7,354	0.169	CC-29	10,608	0.244	EE-37	11,693	0.268	FF-23	6,319	0.145	GG-31	6,000	0.138	I-22	43,584	1.001	JJ-15	7,039	0.162	KK-7	7,150	0.164	M-14	8,400	0.193
A-16	8,640	0.198	AA-18X	5,038	0.116	BB-38	7,480	0.172	D-1	10,648	0.244	EE-38	9,096	0.209	FF-24	6,319	0.145	GG-32	6,000	0.138	I-23	47,059	1.080	JJ-16	7,952	0.183	KK-8	6,000	0.138	M-15	8,400	0.193
A-17	8,640	0.198	B-1	9,550	0.219	BB-39	7,480	0.172	D-2	8,400	0.193	EE-39	5,722	0.131	FF-25	7,647	0.176	GG-33	9,271	0.213	I-24	44,953	1.032	JJ-17	8,686	0.199	KK-9	6,000	0.138	M-16	8,400	0.193
A-18	8,640	0.198	B-2	8,400	0.193	BB-40	7,480	0.172	D-3	8,400	0.193	EE-40	6,000	0.138	FF-26X	2,201	0.051	GG-39X	2,179	0.050	I-25	44,512	1.022	JJ-18	8,052	0.185	KK-10	6,000	0.138	M-17	10,095	0.232
A-19	8,640	0.198	B-3	8,400	0.193	BB-41	7,480	0.172	D-4	8,400	0.193	EE-41	6,000	0.138	G-1	11,266	0.259	H-1	9,000	0.207	I-26	43,684	1.003	JJ-19	6,929	0.159	KK-11	6,000	0.138	M-18	11,277	0.259
A-20	8,640	0.198	B-4	8,400	0.193	BB-42	7,480	0.172	D-5	8,400	0.193	EE-42	6,000	0.138	G-2	9,365	0.215	H-2	8,400	0.193	I-27	74,600	1.713	JJ-20	6,271	0.144	KK-12	7,150	0.164	M-19	8,640	0.198
A-21	8,640	0.198	B-5	8,400	0.193	BB-43	7,480	0.172	D-6	8,400	0.193	EE-43	7,150	0.164	G-3	9,355	0.215	H-3	8,400	0.193	I-28	48,048	1.103	JJ-21	6,017	0.138	L-1	10,147	0.233	M-20	8,640	0.198
A-22	10,766	0.247	B-6	9,479	0.218	BB-44	7,345	0.169	D-7	10,827	0.249	EE-44	8,350	0.192	G-4	9,353	0.215	H-4	8,400	0.193	I-29	47,724	1.096	JJ-22	6,000	0.138	L-2	8,959	0.206	M-21	8,640	0.198
A-23	8,555	0.196	B-7	9,550	0.219	BB-45	7,200	0.165	D-8	10,707	0.246	EE-45	8,400	0.193	G-5	9,353	0.215	H-5	8,400	0.193	I-30	53,686	1.232	JJ-23	7,926	0.182	L-3	8,768	0.201	M-22	8,640	0.198
A-24	8,825	0.203	B-8	8,400	0.193	BB-46	7,200	0.165	D-9	8,400	0.193	EE-46	8,400	0.193	G-6	9,463	0.217	H-6	8,400	0.193	I-31	49,530	1.137	JJ-24	8,775	0.201	L-4	8,768	0.201	M-23	8,640	0.198
A-25X	1,201	0.028	B-9	8,400	0.193	BB-47X	36,606	0.840	D-10	8,400	0.193	EE-47	8,400	0.193	G-7	9,902	0.227	H-7	11,650	0.267	I-32	49,895	1.145	JJ-25	9,546	0.219	L-5	8,600	0.197	M-24	8,640	0.198
A-26X	26,031	0.598	B-10	8,400	0.193	C-1	9,240	0.212	D-11	8,400	0.193	EE-48	8,400	0.193	G-8	10,935	0.251	H-8	9,100	0.209	I-33X	31,540	0.724	JJ-26	7,512	0.172	L-6	8,520	0.196	M-25	10,389	0.238
A-27X	39,733	0.912	B-11	8,400	0.193	C-2	9,240	0.212	D-12	8,400	0.193	EE-49	8,460	0.194	G-9	11,358	0.261	H-9	10,017	0.230	I-34X	4,243	0.097	JJ-27	6,133	0.141	L-7	8,520	0.196	M-26	14,050	0.323
A-28	46,794	1.074	B-12	9,550	0.219	C-3	9,240	0.212	D-13	8,400	0.193	EE-50X	763,963	17.538	G-10	9,033	0.207	H-10	10,005	0.230	I-43X	14,851	0.341	JJ-28	6,183	0.142	L-8	9,092	0.209	M-27	8,758	0.201
A-29	45,005	1.033	BB-1	10,291	0.236	C-4	9,240	0.212	D-14	10,880	0.250	EE-51X	217,800	5.000	G-11	8,666	0.199	H-11	14,021	0.322	II-1	8,244	0.189	JJ-29	6,267	0.144	L-9	9,048	0.208	M-28	8,733	0.200
A-30	45,005	1.033	BB-2	8,402	0.193	C-5	13,304	0.305	DD-1	8,797	0.202	EE-53X	21,835	0.501	G-12	8,599	0.197	H-12	12,074	0.277	II-2	7,607	0.175	JJ-30	7,395	0.170	L-10	10,995	0.252	M-29	8,709	0.200
A-31	45,005	1.033	BB-3	8,329	0.191	C-6	11,285	0.259	DD-2	7,200	0.165	F-1	9,868	0.227	G-13	8,599	0.197	H-13	9,147	0.210	II-3	6,608	0.152	JJ-31	8,100	0.186	L-11	11,259	0.258	M-30	8,684	0.199
A-32	65,697	1.508	BB-4	8,685	0.199	C-7	8,400	0.193	DD-3	7,200	0.165	F-2	8,863	0.203	G-14	8,599	0.197	H-14	8,925	0.205	II-4	6,554	0.150	JJ-32	7,920	0.182	L-12	8,975	0.206	M-31	8,660	0.199
A-33	63,096	1.448	BB-5	8,844	0.203	C-8	8,400	0.193	DD-4	7,491	0.172	F-3	8,863	0.203	G-15	8,592	0.197	H-15	8,925	0.205	II-5	6,500	0.149	JJ-33	8,009	0.184	L-13	8,484	0.195	M-32	8,635	0.198
A-34	43,751	1.004	BB-6	9,143	0.210	C-9	8,400	0.193	DD-5	7,636	0.175	F-4	8,481	0.195	G-16	10,949	0.251	H-16	8,925	0.205	II-6	6,446	0.148	JJ-34	9,817	0.225	L-14	8,484	0.195	M-33	8,611	0.198
A-35	43,750	1.004	BB-7	9,027	0.207	C-10	8,400	0.193	DD-6	7,636	0.175	F-5	8,400	0.193	GG-1	7,330	0.168	H-17	8,925	0.205	II-7	6,392	0.147	JJ-35	7,231	0.166	L-15	8,484	0.195	M-34	8,586	0.197
A-36	43,750	1.004	BB-8	8,838	0.203	C-11X	22,276	0.511	DD-7	7,636	0.175	F-6	8,400	0.193	GG-2	6,180	0.142	H-18	8,925	0.205	II-8	6,338	0.146	JJ-36	7,140	0.164	L-16	8,723	0.200	M-35	8,561	0.197
A-37	50,890	1.168	BB-9	8,577	0.197	CC-1	11,176	0.257	DD-8	7,636	0.175	F-7	8,400	0.193	GG-3	6,180	0.142	H-19	8,601	0.197	II-9	6,285	0.144	JJ-37	6,768	0.155	L-17	8,965	0.206	M-36	8,537	0.196
A-38	59,594	1.368	BB-10	8,244	0.189	CC-2	7,320																									

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE									
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES							
M--50X	129,606	2.975	N--21	10,622	0.244	N--71	8,799	0.202	O--4	8,214	0.189	PP--6	N--71	8,799	0.202	O--5	8,857	0.203	PP--7	6,120	0.140	Q--36	8,162	0.187	RR--23	6,000	0.138	T--9	7,200	0.165	U--16	11,834	0.272	W--10	8,276	0.190	Z--6	8,182	0.188
MM--1	7,150	0.164	N--22	8,418	0.193	N--72	8,799	0.202	O--6	9,716	0.223	PP--8	6,120	0.140	Q--37	11,071	0.254	RR--24	6,000	0.138	T--10	7,200	0.165	U--17	7,315	0.168	W--11	8,516	0.195	Z--7	8,361	0.192							
MM--2	6,000	0.138	N--23	7,826	0.180	N--73	8,794	0.202	O--7	10,200	0.234	PP--9	6,120	0.140	QQ--1	7,150	0.164	RR--25	6,000	0.138	T--11	9,516	0.218	U--18	9,727	0.223	W--12	10,833	0.249	Z--8	8,646	0.198							
MM--3	6,000	0.138	N--24	7,495	0.172	N--74	8,133	0.187	O--8	10,476	0.241	PP--10	7,270	0.167	QQ--2	6,000	0.138	RR--26	6,000	0.138	T--12	10,223	0.235	U--19	7,629	0.175	X--1	9,234	0.212	Z--9	8,936	0.205							
MM--4	6,000	0.138	N--25	7,495	0.172	N--75	7,200	0.165	O--9	7,259	0.167	PP--20	7,270	0.167	QQ--3	6,000	0.138	RR--27	6,000	0.138	T--13	7,202	0.165	U--20	7,367	0.169	X--2	7,460	0.171	Z--10	11,677	0.268							
MM--5	6,621	0.152	N--26	7,200	0.165	N--76	7,200	0.165	O--10	7,200	0.165	PP--22	7,270	0.167	QQ--4	6,000	0.138	RR--28	6,000	0.138	T--14	7,200	0.165	U--21	7,367	0.169	X--3	7,460	0.171	Z--11	10,788	0.248							
MM--6	7,452	0.171	N--27	7,200	0.165	N--77	7,200	0.165	O--11	7,200	0.165	PP--24	6,120	0.140	QQ--5	6,000	0.138	RR--29	6,000	0.138	T--15	7,200	0.165	U--22	7,367	0.169	X--4	9,636	0.221	Z--12	8,804	0.202							
MM--7	7,974	0.183	N--28	7,200	0.165	N--78	7,200	0.165	O--12	7,200	0.165	PP--32	6,120	0.140	QQ--6	6,000	0.138	RR--30	6,000	0.138	T--16	7,200	0.165	U--23	7,367	0.169	X--5	9,261	0.213	Z--13	8,269	0.190							
MM--8	8,193	0.188	N--29	7,541	0.173	N--79	7,200	0.165	O--13	7,200	0.165	PP--33	6,120	0.140	QQ--7	6,000	0.138	RR--31	6,000	0.138	T--17	7,200	0.165	U--24	9,859	0.226	X--6	7,471	0.172	Z--14	8,080	0.185							
MM--9	7,858	0.180	N--30	7,456	0.171	N--80X	53,656	1.232	O--14	7,200	0.165	PP--34	6,120	0.140	QQ--8	6,000	0.138	RR--32	6,000	0.138	T--18	7,200	0.165	U--25X	89,621	2.057	X--7	7,469	0.171	Z--15	7,851	0.180							
MM--10	7,500	0.172	N--31	7,456	0.171	N--81X	5,958	0.137	O--15	7,200	0.165	PP--35	6,120	0.140	QQ--9	6,000	0.138	RR--33	7,151	0.164	T--19	7,200	0.165	UU--1	13,162	0.302	X--8	7,471	0.171	Z--16	7,440	0.171							
MM--11	6,000	0.138	N--32	8,250	0.189	N--82X	180,366	4.141	O--16	7,200	0.165	PP--36	6,120	0.140	QQ--10	6,000	0.138	RR--34	7,750	0.178	T--20	7,200	0.165	UU--2	13,800	0.317	X--9	9,486	0.218	Z--17	7,440	0.171							
MM--12	6,000	0.138	N--33	12,850	0.295	N--83X	46,209	1.061	O--17	8,350	0.192	PP--37	6,120	0.140	QQ--11	6,000	0.138	RR--35	7,440	0.171	T--21	7,200	0.165	UU--3X	42,939	0.986	Y--1	8,694	0.200	Z--18	7,440	0.171							
MM--13	8,027	0.184	N--34	8,788	0.202	NN--1	7,150	0.164	O--18X	45,052	1.034	PP--38	6,120	0.140	QQ--12	6,000	0.138	RR--36	6,000	0.138	T--22	7,200	0.165	V--1	10,052	0.231	Y--2	7,417	0.170										
MM--14	7,150	0.164	N--35	7,200	0.165	NN--2	6,000	0.138	OO--1	7,138	0.164	Q--1	10,217	0.235	QQ--13	6,000	0.138	RR--37	6,000	0.138	T--23	7,187	0.165	V--2	7,200	0.165	Y--3	7,417	0.170										
MM--15	6,000	0.138	N--36	7,200	0.165	NN--3	6,000	0.138	OO--2	6,000	0.138	Q--2	8,200	0.188	QQ--14	6,000	0.138	RR--38	6,000	0.138	T--24X	8,107	0.186	V--3	7,200	0.165	Y--4	7,417	0.170										
MM--16	6,000	0.138	N--37	7,200	0.165	NN--4	6,000	0.138	OO--3	6,000	0.138	Q--3	8,200	0.188	QQ--15	6,000	0.138	RR--39	6,001	0.138	TT--1	11,578	0.266	V--4	7,200	0.165	Y--5	7,273	0.167										
MM--17	6,000	0.138	N--38	7,200	0.165	NN--5	6,000	0.138	OO--4	6,000	0.138	Q--4	8,200	0.188	QQ--16	6,184	0.142	RR--40	6,001	0.138	TT--2	8,760	0.201	V--5	7,200	0.165	Y--6	7,200	0.165										
MM--18	6,041	0.139	N--39	7,200	0.165	NN--6	6,000	0.138	OO--5	6,000	0.138	Q--5	8,200	0.188	QQ--17	6,640	0.152	RR--41	6,001	0.138	TT--3	8,796	0.202	V--6	7,200	0.165	Y--7	7,200	0.165										
MM--19	6,770	0.155	N--40	8,400	0.193	NN--7	6,000	0.138	OO--6	6,000	0.138	Q--6	8,200	0.188	QQ--18X	361,607	8.301	RR--42	6,001	0.138	TT--4	8,796	0.202	V--7	7,200	0.165	Y--8	7,200	0.165										
MM--20	7,997	0.184	N--41	9,561	0.219	NN--8	6,000	0.138	OO--7	6,000	0.138	Q--7	10,615	0.244	R--1	11,267	0.259	RR--43	6,001	0.138	TT--5	8,760	0.201	V--8	7,200	0.165	Y--9	7,295	0.167										
MM--21	7,945	0.182	N--42	7,200	0.165	NN--9	6,000	0.138	OO--8	6,000	0.138	Q--8	8,938	0.205	R--2	8,663	0.199	RR--44	6,001	0.138	TT--6	8,760	0.201	V--9	7,200	0.165	Y--10	7,262	0.167										
MM--22	7,529	0.173	N--43	7,200	0.165	NN--10	6,000	0.138	OO--9	6,000	0.138	Q--9	7,200	0.165	R--3	8,834	0.203	RR--45	6,003	0.138	TT--7	8,760	0.201	V--10	7,200	0.165	Y--11	7,260	0.167										
MM--23	6,242	0.143	N--44	7,200	0.165	NN--11	6,476	0.149	OO--10	6,000	0.138	Q--10	7,200	0.165	R--4	9,014	0.207	RR--46	6,628	0.152	TT--8	8,760	0.201	V--11	7,200	0.165	Y--12	7,260	0.167										
MM--24	6,061	0.139	N--45	7,200	0.165	NN--12	8,602	0.197	OO--11	6,356	0.146	Q--11	7,200	0.165	R--5	11,227	0.258	RR--47	7,118	0.163	TT--9	10,341	0.237	V--12	7,200	0.165	Y--13	7,260	0.167										
MM--25	6,000	0.138	N--46	7,800	0.179	NN--13	6,000	0.138	OO--12	6,947	0.159	Q--12	7,200	0.165	R--6	13,303	0.305	RR--48	7,135	0.164	TT--10	9,601	0.220	V--13	7,200	0.165	Y--14	7,383	0.169										
MM--26	6,000	0.138	N--47	7,200	0.165	NN--14	6,000	0.138	OO--13X	10,614	0.244	Q--13	7,200	0.165	R--7	11,065	0.254	RR--49	8,642	0.198	TT--11	8,400	0.193	V--14	8,435	0.194	Y--15	8,839	0.203										
MM--27	6,000	0.138	N--48	7,200	0.165	NN--15	6,000	0.138	P--1	8,350	0.192	Q--14	7,200	0.165	R--8	7,500	0.172	RR--50X	10,985	0.252	TT--12	8,400	0.193	V--15	8,950	0.205	Y--16	8,946	0.205										
MM--28	6,000	0.138	N--49	7,200	0.165	NN--16	6,000	0.138	P--2	7,200	0.165	Q--15	7,200	0.165	R--9	7,500	0.172	S--1	9,701	0.223	TT--13	8,400	0.193	V--16	7,440	0.171	Y--17	8,267	0.190										
MM--29	7,150	0.164	N--50	7,200	0.165	NN--17	6,000	0.138	P--3	7,200	0.165	Q--16	7,200	0.165	R--10	7,500	0.172	S--2	7,787	0.179	TT--14	8,400	0.193	V--17	7,440	0.171	Y--18	7,657	0.176										
N--1	9,379	0.215	N--51	7,200	0.165	NN--18	6,000	0.138	P--4	7,200	0.165	Q--17	7,200	0.165	R--11	10,723	0.246	S--3	7,538	0.173	TT--15	8,400	0.193	V--18	7,440	0.171	Y--19	7,503	0.172										
N--2	7,444	0.171	N--52	7,200	0.165	NN--19	6,000	0.138	P--5	7,200	0.165	Q--18	7,200	0.165	RR--1	5,987	0.137	S--4	7,200	0.165	TT--16	8,400	0.193	V--19	7,440	0.171	Y--20	7,380	0.169										
N--3	7,444	0.171	N--53	10,633	0.244	NN--20	7,150	0.164	P--6	7,200	0.165	Q--19	7,200	0.165	RR--2	6,000	0.138	S--5	7,200	0.165	TT--17	8,400	0.193	V--20	7,440	0.171	Y--21	7,380	0.169										
N--4	7,444	0.171	N--54	8,131	0.187	NN--21	7,150	0.164	P--7	7,200	0.165	Q--20	8,350	0.192	RR--3	6,000	0.138	S--6	7,200	0.165	TT--18	8,400	0.193	V--21	7,440	0.171	Y--22	8,945	0.205										
N--5	7,444	0.171	N--55	7,200	0.165	NN--22	6,000	0.138	P--8	7,200	0.165	Q--21	8,350	0.192	RR--6	6,000	0.138	S--7	8,350	0.192	TT--19	9,180	0.211	V--22	7,440	0.171	Y--23	9,343	0.214										
N--6	7,444	0.171	N--56	7,200	0.165	NN--23	6,000	0.138	P--9	9,776	0.224	Q--22	7,200	0.165	RR--7	6,000	0.138	S--8	8,350	0.192	U--1	7,20																	

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: October 12, 2017
Re: Final Plat for Chadwick Farms – Lots 1- 9, Block 1 (FP-17-008)

Purpose: To consider approval of a Final Plat of Lots 1-9, Block 1, Chadwick Farms, a proposed mixed-use development consisting of 9 lots on a 24.638-acre tract of land out of the L. Medlin Survey, Abstract No. 830, generally located south of SH 114 approximately 1,000 feet east of IH 35W, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Chadwick Farms LTD

Engineer/Surveyor: Goodwin and Marshall, Inc.

Background: Chadwick Farms is a master planned development in Northlake and Fort Worth with approximately 143 acres located in Northlake on the south side of SH 114. The site was initially zoned MPD in 2001, and the MPD was most recently amended on April 13, 2017 to accommodate the next phase of the development proposed on the lots within this final plat which are within Tract 3A and Tract 3B of the MPD's development plan. Lots 2-6 are within Tract 3A which is planned for approximately 49,300 square feet of commercial space including three pad sites on SH 114. Most of Lot 1 is within Tract 3B which is planned for multi-family residential development designed to be integrated with the adjacent Tract 3A commercial development with a minimum of 10,000 square feet of commercial development required with development of Tract 3B. The remaining lots, Lots 7-9, are encumbered by several easements and floodplain and will primarily be preserved as open space and utility corridors. The preliminary plat as well as the site plan for the development of Lots 1 and 2 were approved by Town Council on June 8, 2017.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). Civil construction plans for water, sewer, shared access drives and drainage infrastructure to serve the plat have been reviewed and approved. The final plat appears to meet the requirements of the UDC and the MPD zoning, and it substantially conforms to the approved Preliminary Plat.

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

STATE OF TEXAS:
COUNTY OF DENTON:

WHEREAS Chadwick Farms, Ltd. is the owner of a tract of land in the Lewis Medlin Survey, Abstract No. 830, situated in the Town of Northlake, Denton County, Texas and being a portion of that tract conveyed to Chadwick Farms, Ltd. by deed recorded in Volume 4684, Page 836 of the Deed Records of Denton County, Texas (DRDCT) and being more particularly described as follows:

BEGINNING at a 5/8" iron pin found at the northwest corner of said Chadwick Farms, Ltd. Tract, said iron pin being on the south right-of-way line of State Highway Number 114 (R.O.W. Varies),

THENCE South 89 deg. 53 min. 01 sec. East along the south right-of-way line of said State Highway Number 114, a distance of 451.20 feet to a capped 1/2" iron pin previously set, said point being a Point of Curvature of a non-tangent circular curve to the right, having a radius of 1859.86 feet, a central angle of 13 deg. 22 min. 01 sec., and being subtended by a chord which bears South 83 deg. 10 min. 52 sec. East - 432.92 feet,

THENCE in a easterly direction along said curve to the right and along the south right-of-way line of said State Highway Number 114, a distance of 433.90 feet to a 5/8" iron pin found,

THENCE South 00 deg. 52 min. 58 sec. East, a distance of 177.37 feet to a capped 1/2" iron pin previously set,

THENCE South 16 deg. 34 min. 48 sec. West, a distance of 143.37 feet to a capped 1/2" iron pin previously set,

THENCE South 68 deg. 26 min. 16 sec. East, a distance of 46.55 feet to a capped 1/2" iron pin set,

THENCE South 72 deg. 23 min. 29 sec. East, a distance of 62.74 feet to a capped 1/2" iron pin set,

THENCE South 21 deg. 26 min. 13 sec. West, a distance of 1042.77 feet to a capped 1/2" iron pin previously set,

THENCE South 82 deg. 47 min. 24 sec. West, a distance of 168.59 feet to a capped 1/2" iron pin previously set, said point being a Point of Curvature of a circular curve to the right, having a radius of 448.07 feet, a central angle of 78 deg. 37 min. 53 sec., and being subtended by a chord which bears North 57 deg. 53 min. 40 sec. West - 567.79 feet,

THENCE in a westerly direction along said curve to the right, a distance of 614.92 feet to a capped 1/2" iron pin previously set on the west line of said Chadwick Farms, Ltd. tract,

THENCE North 89 deg. 48 min. 05 sec. East along the west line of said Chadwick Farms, Ltd. tract, a distance of 97.12 feet to a 5/8" iron rod found,

THENCE North 00 deg. 43 min. 18 sec. West along the west line of said Chadwick Farms, Ltd. tract, a distance of 1092.93 feet to the POINT OF BEGINNING, containing 1,073,231 square feet or 24.638 acres of land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT CHADWICK FARMS, LTD., acting by and through the undersigned, its duly authorized agent, does hereby adopt this final plat of LOTS 1-9, BLOCK 1, CHADWICK FARMS, and does hereby dedicate to the public forever the streets and easements shown hereon.

Witness our hand, this the _____ day of _____, 2017.

CHADWICK FARMS, LTD.

STATE OF TEXAS:
COUNTY OF DENTON:

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared _____ of CHADWICK FARMS, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

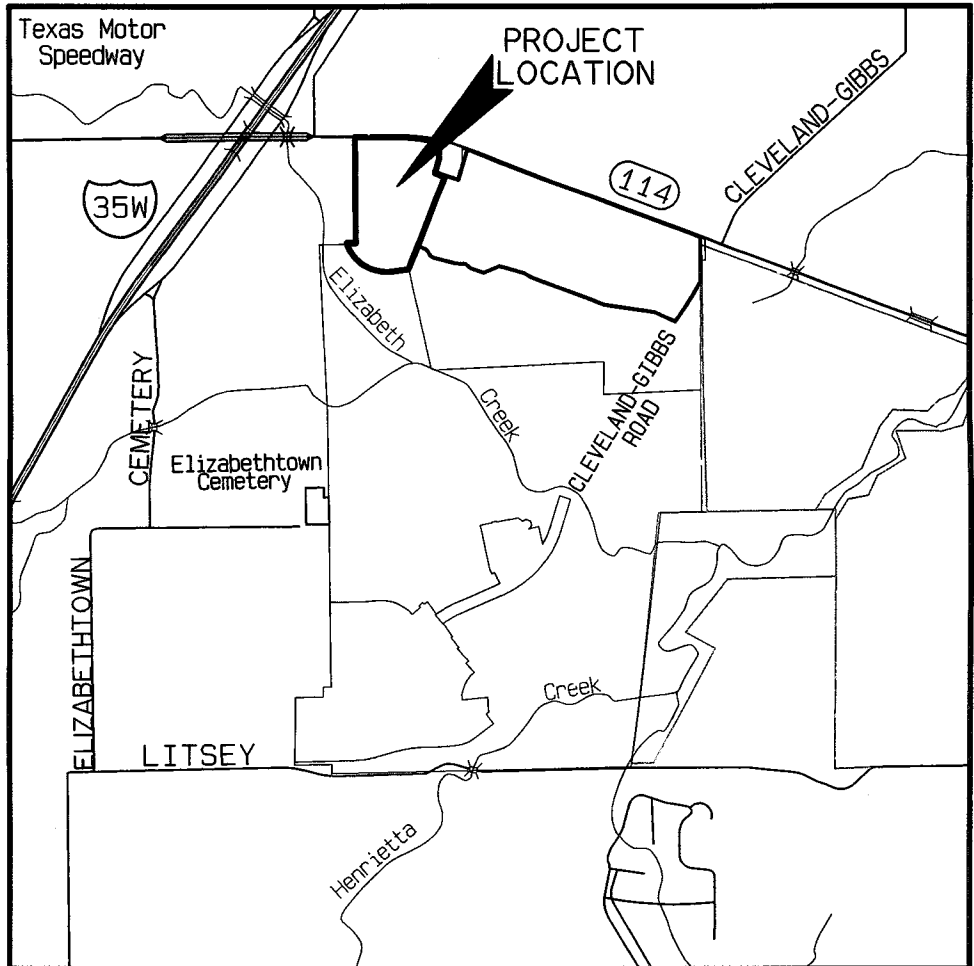
Given under my hand and seal of office this the _____ day of _____, 2017.

Notary Public, State of Texas

My commission expires _____

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	1859.86'	13°22'01"	433.90'	S83°10'52"E	432.92'
C2	448.07'	78°37'53"	614.92'	N87°53'40"W	567.79'
C3	25.00'	89°59'50"	39.27'	S44°16'37"W	35.35'
C4	25.00'	90°00'10"	39.27'	N45°43'23"W	35.35'
C5	25.00'	89°59'50"	39.27'	S44°16'37"W	35.35'
C6	15.00'	90°00'10"	23.56'	S45°43'20"E	21.21'
C7	15.00'	89°59'50"	23.56'	N44°16'40"E	21.21'
C8	25.00'	90°00'10"	39.27'	N45°43'23"W	35.35'
C9	15.00'	90°00'10"	23.56'	N45°43'23"W	21.21'
C10	15.00'	89°59'50"	23.56'	S44°16'37"W	21.21'
C11	25.00'	90°00'00"	39.27'	S45°43'18"E	35.35'
C12	25.00'	65°29'16"	28.57'	N56°32'03"E	27.04'
C13	50.00'	19°26'00"	16.96'	N33°30'25"E	16.88'
C14	25.00'	43°56'44"	19.17'	N21°15'03"E	18.71'
C15	25.00'	90°00'00"	39.27'	S44°16'42"W	35.35'
C16	25.00'	90°00'00"	39.27'	S45°43'18"E	35.35'
C17	15.00'	107°34'25"	26.16'	N35°29'29"E	24.20'
C18	25.00'	40°43'51"	17.77'	N39°46'37"W	17.40'
C19	50.00'	22°12'22"	19.38'	N48°35'01"W	19.26'
C20	25.00'	53°14'28"	23.23'	N64°06'04"W	22.40'
C21	25.00'	90°00'00"	39.27'	S44°16'42"W	35.35'
C22	25.00'	90°00'00"	39.27'	S45°43'18"E	35.35'
C23	25.00'	90°00'00"	39.27'	S44°16'42"W	35.35'
C24	25.00'	89°28'07"	39.04'	S45°27'22"E	35.19'
C25	25.00'	90°31'53"	39.50'	N44°32'38"E	35.52'
C26	25.00'	89°28'07"	39.04'	N45°27'22"W	35.19'
C27	25.00'	90°00'00"	39.27'	N44°16'42"E	35.35'
C28	49.00'	90°00'00"	76.97'	N44°16'42"E	69.30'
C29	25.00'	89°58'37"	39.26'	N44°17'23"E	35.35'
C30	25.00'	22°05'39"	9.64'	S79°40'29"E	9.58'
C31	25.00'	67°55'44"	29.64'	N34°39'48"W	27.93'
C32	25.00'	90°00'00"	39.27'	S23°37'39"E	35.35'
C33	25.00'	90°00'00"	39.27'	N66°22'21"E	35.35'
C34	25.00'	68°26'15"	29.86'	S55°35'28"W	28.12'
C35	49.00'	68°26'15"	58.53'	N55°35'28"E	55.11'
C36	25.00'	50°35'07"	22.07'	N03°55'13"W	21.36'
C37	49.00'	50°35'07"	43.26'	N03°55'13"W	41.87'
C38	25.00'	39°24'53"	17.20'	N48°55'13"W	16.86'
C39	49.00'	39°24'53"	33.71'	N48°55'13"W	33.05'
C40	25.00'	30°40'47"	13.39'	N83°58'03"W	13.23'
C41	44.00'	30°40'47"	23.56'	N83°58'03"W	23.28'
C42	25.00'	81°44'29"	35.67'	S39°49'19"W	32.72'
C43	25.00'	31°02'38"	13.55'	N75°11'59"W	13.38'
C44	15.00'	151°48'36"	39.74'	N23°24'09"W	29.10'
C45	50.00'	14°01'22"	12.24'	N45°29'28"E	12.21'
C46	25.00'	59°50'06"	26.11'	N68°23'50"E	24.94'
C47	25.00'	59°18'48"	25.87'	N52°02'42"W	24.73'
C48	50.00'	21°39'30"	18.90'	N33°14'04"W	18.79'
C49	25.00'	43°20'30"	18.91'	N22°23'33"W	18.46'
C50	25.00'	90°00'00"	39.27'	N44°16'42"E	35.35'
C51	25.00'	90°00'00"	39.27'	S45°43'18"E	35.35'
C52	25.00'	99°10'13"	43.27'	N48°42'08"E	38.07'
C53	25.00'	98°17'33"	42.89'	S32°33'59"E	37.82'
C54	50.00'	17°27'46"	15.24'	S07°50'55"W	15.18'
C55	25.00'	88°44'26"	36.72'	S27°47'25"E	34.96'
C56	25.00'	81°44'06"	35.66'	S57°26'51"W	32.72'
C57	20.00'	51°52'52"	18.11'	S81°53'56"W	17.50'
C58	44.00'	42°19'43"	32.51'	S77°07'22"W	31.77'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°43'18"E	56.00'
L2	S00°43'18"E	55.64'
L3	S00°43'18"E	6.00'
L4	S89°16'42"W	28.00'
L5	S89°16'42"W	28.00'
L6	S00°43'18"E	10.30'
L7	N11°49'29"W	7.62'
L8	N80°41'33"E	12.89'
L9	N80°41'33"E	35.14'
L10	N29°12'47"W	19.33'
L11	N29°12'47"W	19.33'
L12	S89°57'35"W	13.61'
L13	S08°29'35"W	9.32'
L14	S73°25'12"E	6.50'
L15	S73°25'12"E	6.50'
L16	N16°34'48"E	10.00'
L17	N00°43'18"W	18.00'
L18	S89°16'42"W	10.00'
L19	S00°43'18"E	18.00'
L20	S89°16'42"W	2.75'
L21	S44°03'48"E	3.71'
L22	S89°16'42"W	9.90'
L23	S89°16'42"W	8.01'
L24	N08°17'18"E	39.26'
L25	N08°17'18"E	43.76'
L26	S81°42'45"E	10.44'
L27	N81°42'45"W	9.31'
L28	S00°43'18"E	9.56'
L29	N21°22'21"E	27.13'
L30	N06°14'19"W	31.73'
L31	N06°14'19"W	31.29'
L32	N16°35'41"E	39.83'
L33	N16°35'41"E	33.67'
L34	N61°35'41"E	47.78'
L35	N61°35'41"E	47.78'
L36	N16°35'41"E	18.09'
L37	N29°25'45"W	6.16'
L38	S87°19'25"W	397.29'
L39	S82°24'36"E	7.91'
L40	S89°48'52"E	41.14'
L41	N89°04'18"E	482.53'
L42	N83°25'19"E	6.16'
L43	N24°18'37"E	5.63'
L44	N09°04'27"E	21.55'
L45	N17°03'32"E	140.64'
L46	N23°12'16"E	78.69'
L47	N28°54'56"E	29.28'
L48	N30°52'10"E	76.57'
L49	N76°47'07"E	14.09'
L50	S68°37'39"E	89.64'



VICINITY MAP
SCALE: 1" = 2,000'

- Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.
- Approximate location of 100-yr floodplain shown per Letter of Map Revision Case No. 11-06-3401P dated July 20, 2011.
- Ownership information shown hereon was obtained from the Denton County Central Appraisal District's website and may be inaccurate or out-of-date.
- All easements shown are to be dedicated by this plat or by separate instrument where applicable.

SURVEYOR'S CERTIFICATE

This is to certify that I, Bob Henderson, Jr., a Registered Professional Land Surveyor of the State of Texas, have platted the above subdivision from an actual on the ground survey, and all lot corners, angle points, and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review Tue Sep 19 11:23:03 2017

Bob Henderson, Jr.
Registered Professional Land Surveyor No. 2502
Goodwin and Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
(817) 329-4373

APPROVED BY THE TOWN COUNCIL ON,

Date _____

Mayor, Town of Northlake

Town Secretary, Town of Northlake

Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document. Issued for review Tue Sep 19 11:23:03 2017

FINAL PLAT
OF
CHADWICK FARMS
LOTS 1-9, BLOCK 1
BEING 24.638 ACRES

SITUATED IN THE
LEWIS MEDLIN SURVEY, ABSTRACT No. 830
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
9 LOTS
ZONING: MIXED-USE PLANNED DEVELOPMENT (M.P.D.)
SEPTEMBER 2017
C0.1

PREPARED BY:

GOODWIN AND
MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

OWNER/DEVELOPER:

CHADWICK FARMS, LTD.
2626 HOWELL STREET
DALLAS, TEXAS 75204
(469) 210 - 0463

SHEET 1 OF 3

POINT OF
BEGINNING
5/8" IPF

STATE HIGHWAY No. 114
(VARIABLE WIDTH RIGHT-OF-WAY)

SEE SHEET 1 FOR
LINE & CURVE TABLE

TEXAS SPEEDWAY CENTRE
LOT 4R
CABINET Q, PAGE 107
P.R.D.C.T.

TEXAS SPEEDWAY CENTRE
CABINET N, PG. 126
P.R.D.C.T.

LOT 2

TEXAS SPEEDWAY CENTRE
CABINET N, PG. 126
P.R.D.C.T.

LOT 3

S89°53'01"E 451.20'

S89°53'01"E 410.04'

LOT 3, BLOCK 1
50,261 SQ. FT.
1.154 AC.
MIN. F.F. = 595.50'

LOT 4, BLOCK 1
37,927 SQ. FT.
0.871 AC.
MIN. F.F. = 595.50'

LOT 5, BLOCK 1
31,289 SQ. FT.
0.718 AC.
MIN. F.F. = 595.50'

LOT 2, BLOCK 1
77,848 SQ. FT.
1.787 AC.
MIN. F.F. = 595.50'

LOT 6, BLOCK 1
99,692 SQ. FT.
2.289 AC.
MIN. F.F. = 595.50'

LOT 1, BLOCK 1
443,178 SQ. FT.
10.174 AC.
MIN. F.F. = 595.50'

CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.

BRAZOS ELECTRIC POWER
COOPERATIVE, INC.
CAUSE No. 5685
COUNTY COURT
DENTON COUNTY, TEXAS
JULY 17, 1964

CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.

BRAZOS ELECTRIC POWER
COOPERATIVE, INC.
VOL. 366, PG. 338
VOL. 1042, PG. 439
D.R.D.C.T.

BRAZOS ELECTRIC POWER
COOPERATIVE, INC.
VOL. 366, PG. 338
VOL. 1042, PG. 439
D.R.D.C.T.

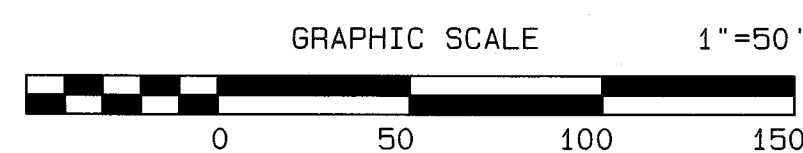
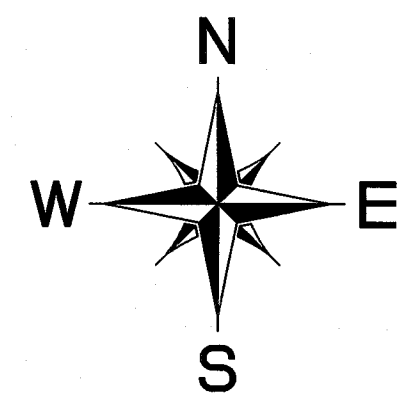
APPROXIMATE CENTERLINE
BRAZOS ELECTRIC POWER
COOPERATIVE EASEMENT
VOL. 532, PG. 610
D.R.D.C.T.

24' ACCESS,
DRAINAGE & UTILITY
EASEMENT
(BY SEPARATE
INSTRUMENT)

60' BRAZOS ELECTRIC POWER
COOPERATIVE EASEMENT
VOL. 1042, PG. 443
D.R.D.C.T.

MATCH SHEET 3

MATCH SHEET 3



OWNER/DEVELOPER:

CHADWICK FARMS, LTD.
2626 HOWELL STREET
DALLAS, TEXAS 75204
(469) 210 - 0463

PREPARED BY:

GOODWIN AND MARSHALL INC.
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373
TBPLS FIRM No. 10021700

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Issued for review Tue Sep 19 11:23:11 2017

**FINAL PLAT
OF
CHADWICK FARMS**
LOTS 1-9, BLOCK 1
BEING 24.638 ACRES

SITUATED IN THE
LEWIS MEDLIN SURVEY, ABSTRACT No. 830
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
9 LOTS
ZONING: MIXED-USE PLANNED DEVELOPMENT (M.P.D.)
SEPTEMBER 2017

C0.2

SHEET 2 OF 3

MATCH SHEET 2

MATCH SHEET 2

SEE SHEET 1 FOR
LINE & CURVE TABLE

REPLAT OF
TEXAS SPEEDWAY CENTRE
LOTS 5R1 & 5R2
DOC. NO. 2016-91
P.R.D.C.T.

LOT 5R2

REPLAT OF
TEXAS SPEEDWAY CENTRE
LOTS 5R1 & 5R2
DOC. NO. 2016-91
P.R.D.C.T.

LOT 5R1

FEMA 100-YR FLOODPLAIN PER
LOMR CASE NO. 11-06-340IP
EFFECTIVE JULY 20, 2011

500.67'
N89°57'41"E

1/2" CIPPS

NORTHLAKE
TOWN LIMITS

CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.

NORTHLAKE
ETJ

50' ATMOS
PIPELINE EASEMENT
INST. NO. 2017-84477
D.R.D.C.T.

FEMA 100-YR FLOODPLAIN PER
LOMR CASE NO. 11-06-340IP
EFFECTIVE JULY 20, 2011

LOT 8, BLOCK 1
177,079 SQ. FT.
4.065 AC.
MIN. F.F. = 595.50'

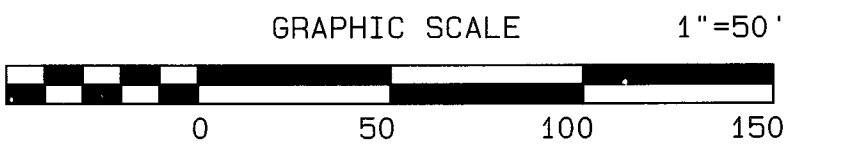
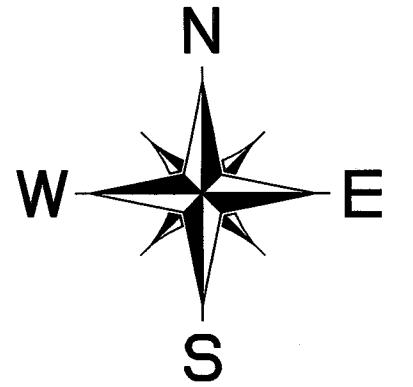
CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.

LEWIS MEDLIN SURVEY
ABSTRACT No. 830

CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.

LOT 1, BLOCK 1
443,178 SQ. FT.
10.174 AC.
MIN. F.F. = 595.50'

CHADWICK FARMS, LTD.
Vol. 4684, Pg. 836
D.R.D.C.T.



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Issued for review Tue Sep 19 11:23:20 2017

FINAL PLAT OF CHADWICK FARMS

LOTS 1-9, BLOCK 1
BEING 24.638 ACRES

SITUATED IN THE

LEWIS MEDLIN SURVEY, ABSTRACT No. 830
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

9 LOTS

ZONING: MIXED-USE PLANNED DEVELOPMENT (M.P.D.)

SEPTEMBER 2017

C03

PREPARED BY:

GOODWIN AND
MARSHALL
INC.

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

OWNER/DEVELOPER:

CHADWICK FARMS, LTD.

2626 HOWELL STREET
DALLAS, TEXAS 75204
(469) 210 - 0463

SHEET 3 OF 3

E:\10551 - Chadwick Apartments\COGO\final plat.pro Tue Sep 19 11:23:20 2017

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

cc: Shirley Rogers, Town Secretary
Eric Tamayo, Public Works Director
Karen Bolyard, Finance Director

Date: October 12, 2017

Re: Canyon Falls Municipal Utility District Water Service and Town of Argyle Sewer Billing Agreement

At the inception of the Canyon Falls development, a municipal utility district (MUD) was created in Town of Argyle extraterritorial jurisdiction. The MUD was in an area with no water certificate of convenience and necessity (CCN). Argyle Water Supply Corporation (WSC), a separate entity from the Town of Argyle, was asked to include the MUD area in their water CCN but they declined. The developer approached the Town to provide retail water service to the MUD area. The Town agreed and included this arrangement in both the Canyon Falls Facility Agreement and the Upper Trinity Regional Water District customer contract.

The Town of Argyle holds the sewer CCN for the MUD area and intends to provide sewer service to the area. However, without a water billing system, they have no efficient way to bill future sewer customers in this area. In other areas of Argyle, the Town of Argyle contracts with the Argyle WSC the typical water service provider. But as stated earlier Argyle WSC refused to provide water service. Therefore, Argyle sewer billing will be performed by the Town of Northlake, the water service provider for this area.

The attached multi-party agreement delineates the responsibilities of each party. The Canyon Falls MUD to finance and build the water and sewer systems in the district. For the Town of Northlake to provide water service including maintenance, operations and billing to the district and provide sewer billing service on behalf of the Town of Argyle. For the Town of Argyle to provide sewer service to the district including maintenance and operations but not billing which will be performed by Northlake.

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

WATER SYSTEM MANAGEMENT SERVICES AGREEMENT

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS THAT:**
COUNTY OF DENTON §

THIS WATER SYSTEM MANAGEMENT SERVICES AGREEMENT (“Agreement”) is entered into as of the ____ day of _____, 2017 by and between Canyon Falls Municipal Utility District No. 1 of Denton County (the “District”), a political subdivision of the State of Texas, organized pursuant to the provisions of Article XVI, Section 59, of the Texas Constitution and Chapters 49 and 54 of the Texas Water Code, as amended, and acting by and through its duly authorized Board of Directors, the Town of Northlake, Texas, (“Northlake”), a municipal corporation, and the Town of Argyle, Texas (“Argyle”), a municipal corporation, (collectively, “the Parties”).

W I T N E S S E T H:

1. The District currently owns or plans to construct a water distribution system (the “System”) which serves or will serve customers of the District, and is desirous of obtaining services for the competent operation, maintenance, and management of the System.
2. Argyle provides or will provide certain customers of the District with sewer service and is desirous of obtaining billing services from Northlake for sewer service to customers of the District (“Sewer Billing”).
3. Northlake has the ability to provide operations and maintenance services for utility systems and is desirous of providing such services to the customers of the District relating to the System and relating to sewer billing services on behalf of Argyle.
4. Northlake currently owns, operates, and maintains, a utility system and desires to provide such services to the customers of the District relating to the System and to Argyle for Sewer Billing.
5. The District, Northlake, and Argyle are desirous of entering into a definitive agreement pursuant to which Northlake shall operate, maintain and manage the System and provide billing services to customers in the District on behalf of Argyle.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE promises, covenants and considerations hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, the Parties hereto agree as follows:

I. SERVICES

A. ADMINISTRATIVE SERVICES

The following administrative services shall be provided by Northlake:

1. Organization. Northlake shall administer the work, activities, and operations of the System in accordance with the terms of this Agreement. Northlake shall administer the Sewer Billing on behalf of Argyle in accordance with the terms of this Agreement.
2. Personnel. Northlake shall provide competent, trained personnel. System supervisors and/or operators and Northlake employees who manage Sewer Billing shall be licensed or certified by the appropriate state governmental authority, as applicable.
3. Training. Northlake shall maintain a continuing education program for all employees.
4. Start Up. When first assuming operations management of the System, Northlake shall:
 - a. Enter into and maintain in the main frame computer program all of the District's Customer and Rate Order information necessary to provide monthly billings to the District's customers;
 - b. Inventory and maintain a listing of all of the District's equipment including manufacturer's model and serial numbers, motor frame numbers and other such data as required to provide immediate information for the Scheduled Maintenance Program, as defined herein, and repair or replacement of the District's equipment;
 - c. Assist the District in preparing a rate order, including informing the District of any fees that will be charged to the customers of the District by Northlake in accordance with this Agreement, and, upon request, analyze the existing rate order and budget for adequacy and consistency;
 - d. Assist in the preparation of an annual operating budget for the District; including providing an estimate of the projected operation and maintenance costs for the upcoming fiscal year; and
 - e. Using hardware and software provided by the District, operate the SCADA systems, if any.
5. Maintenance Scheduling. Northlake shall provide a Scheduled Maintenance

Program to the District for the equipment used hereunder and applicable to the System. The resulting monthly schedule lists the specific equipment to be serviced, the detailed service procedure, specified oil or grease to be used, and a history of service, maintenance and replacements.

6. 24 Hour Service. Northlake shall maintain 24 hour telephone and dispatch service with qualified personnel to respond to problems and equipment malfunctions related to the System.
7. Automatic Telephone Alarm. Northlake shall monitor computer or automatic dialed telephone alarm systems at any of the District's facilities which are installed and programmed to call Northlake 24-hour telephone dispatch service.
8. Coordination with Consultants. Northlake shall coordinate with the District's other consultants, such as attorneys, engineers, auditors, bookkeepers, tax assessors, and financial advisors as necessary to maintain efficient operation of the System.
9. Inquiries and Correspondence. Northlake shall respond to routine inquiries or correspondence from the District's directors or consultants in a prompt, professional manner.
10. District Meetings. Northlake personnel will attend regularly scheduled meetings as requested. The Northlake representative will have direct knowledge of the District's ongoing operations or agenda items as appropriate.
11. Customer Relations. Northlake shall render reasonable assistance in the promotion of good relations with the District's and Argyle's customers.
12. District Funds. Northlake will establish a separate fund at a depository of Northlake (the "District Operating Fund"). The District's Operating Fund shall be kept separate and apart from all other funds of Northlake, and will be used solely for the deposit of payments received from the customers of the District and disbursements to the District. All funds collected by Northlake on behalf of the District shall be deposited in the District's Operating Fund on a weekly basis or as may otherwise be directed by the District. Northlake shall make transfers to the District of the collections received from the District's customers at least one time per month. All such funds are public funds and may be pledged to the payment of debts of the District; therefore, Northlake agrees that all such funds shall be deposited as provided above without setoff, counterclaim, abatement, suspension, or diminution. In connection with the foregoing, Northlake will maintain a bond in the amount of \$10,000. District, at its sole cost, may perform or cause to be performed an audit of Northlake's books of records and accounts related to the District Operating Fund. Northlake agrees to cooperate if such an audit is performed.
 - a. Northlake shall place all funds in the District Operating Fund in demand deposits.

- b. The District Operating Fund shall be secured in the manner and to the fullest extent required by law for the security of funds of the District.
- c. Northlake shall keep proper books of records and accounts in which full, true, and correct entries will be made of all dealings, activities, and transactions relating to the District Operating Fund, and all books, documents, and vouchers relating thereto shall, during normal business hours be made available for inspection of District upon 72 hours notice.
- d. During the term of this Agreement, Northlake shall provide on an annual basis financial information and operating data with respect to the payments/withdrawals from any investment earnings for the District Operating Fund. Any financial information so provided shall be prepared in accordance with generally accepted accounting practices.

13. Argyle Funds. Northlake will establish a separate fund at a depository of Northlake (the “Argyle Sewer Billing Fund”). The Argyle Sewer Billing Fund shall be kept separate and apart from all other funds of Northlake, and will be used solely for the deposit of payments received from the customers of Argyle for sewer services. All funds collected by Northlake on behalf of Argyle shall be deposited in the Argyle Sewer Billing Fund on a weekly basis or as may otherwise be directed by Argyle. Argyle, at its sole cost, may perform or cause to be performed an audit of Northlake’s books of records and accounts related to the Argyle Sewer Billing Fund. Northlake agrees to cooperate if such an audit is performed.

B. BASIC SERVICES

- 1. System and Sewer Billing Operations. Northlake shall provide personnel, vehicles and hand tools necessary for the routine operation of the System and for Sewer Billing services on behalf of Argyle.
- 2. System Inspection. Northlake shall monitor the System daily, including weekends and holidays as required by state regulations. Northlake employees, whenever they are within the District’s boundaries, shall monitor the System in order to observe condition of leaks, defects, damage, and be alert for missing District equipment.
- 3. Daily Maintenance. Northlake shall provide the personnel and hand tools for the minor maintenance tasks required for the System that do not utilize specialized tools or technical skills.
- 4. Bulk Chemicals. Northlake shall arrange for an adequate inventory of chlorine and other bulk chemicals required to operate the System.

5. Metering. The District and Northlake agree that a water meter shall be placed at each connection, both residential and commercial, throughout the District to measure the water consumption of each customer.
6. Services and Fees. Northlake acknowledges that it will provide to District customers the same level of water operating services provided to Northlake's customers. Northlake agrees that for such services it will charge the District customers rates equal to the rates charged to Northlake's customers (the "Northlake Rate"), and the Northlake Rate shall include the costs of wholesale water purchase, operations, maintenance and repairs of the System. Should the Northlake Rate be adjusted, Northlake shall immediately provide the District with written notice of such adjustment so the District can amend its Service Rate Order accordingly.

The District and Northlake acknowledge that at full development there is projected to be 340 single family connections within the District. Northlake agrees to ensure that continuous and adequate water service be provided to District customers in times and amounts needed as the District develops.

7. Meter Reading, Billing and Collection. Northlake will read the District's water meters once each month, bill the customers (the "Monthly Bill") in accordance with the District's current Service Rate Order and deposit the collections in the District's Operating Account. The District authorizes Northlake to make adjustments to water bills for clerical errors, over or under registration of water meters, erroneous meter readings, establishment of water usage during time when meter has been inoperative, and other similar adjustments.
 - a. The District and Northlake acknowledge that the Monthly Bill shall also contain any District charges in accordance with the District's current Service Rate Order. Northlake agrees to collect such District charges on behalf of District in accordance with Northlake's own collection procedure under this section. Should the District amend its Service Rate Order, it will provide Northlake with notice of the amendment.
 - b. The District acknowledges that Northlake may include on the Monthly Bill Argyle's sanitary sewer fee charged to District customers.
 - c. With regard to payment to Northlake by the District's customers, Northlake will provide a dropbox for payment at the Canyon Falls site, and District customers shall have the ability to submit payment to Northlake by personal check deposited in the dropbox or mailed to Northlake's designated mailing address.
8. Sewer Billing. Northlake will include on the Monthly Bill charges as directed by Argyle for the provision of sewer services to District customers that receive sewer services from Argyle.
9. Quarterly Operations Report. Northlake shall render a monthly quarterly

operations report which shall be available to the District and/or Argyle upon request and which shall include the following information:

- a. Correspondence to regulatory authorities as appropriate.
- b. Monthly water production flow data including System flushing report.
- c. The number of gallons of water pumped from the District's System and the number of gallons billed to the District's customers.
- d. Records regarding equipment repairs and replacements.
- e. Facilities maintenance report including, abnormal change in condition of the equipment, needed repairs and recommendations as to the repair of such equipment.
- f. Insurance claims filed on behalf of the District.
- g. Informational reports relating to compliance status of the System.
- h. Statistics relating to overall System operations using Northlake's software.
- i. Operations and maintenance cost data for use in budget comparisons.
- j. Customer account information including residential/builders connection report and account history report.
- k. Number and type of connections set out in an available lots report.
- l. Total number of water service connections. Total number of sewer service connections served by Argyle.
- m. Monthly billing reports including cash receipts, the status of the collection of payments, and a report on utility deposit refunds.
- n. Service customers' receivables, including 30, 60, and 90 day aged accounts.
- o. Delinquent customer report, including information on termination of water service, protests or appeals made by customers, and any remittance to collection companies.
- p. Summary of taps installed, inspections performed, and fees collected.
- q. Damage to the System and the possible causes thereof. In instances where the damage may be attributable to a contractor, builder, utility company or

other entity, Northlake shall (on behalf of the District) backcharge the individual(s) responsible for such damage, including administrative costs thereof, and include such information in the quarterly report.

- r. Information and reports as may be required for audit of the District's service accounts.
- s. Summary and details of monthly invoices to the District, separated into specific budget categories. Summary and details of monthly invoices to Argyle.

Details of the above reports will be available to provide a clear audit trail of the District's water service transactions.

- 10. Regulatory Reports. Northlake shall prepare and submit routine monthly reports concerning the System as required by regulatory authorities and authorized by the District to receive such reports.

C. INSTALLATION AND INSPECTION SERVICES FOR THE SYSTEM

- 1. General. All meters and installation materials shall meet American Water Works Association standards and be in compliance with applicable District, county, or state codes. All installation and inspection fees shall be collected from the District's customers in advance, in accordance with the District's Rate Order.

It is the practice of Northlake to maintain permanent records of meter services installed and tap fees paid. This includes a plat or map, as available, which shows the location of each meter installed and each sewer inspection performed. This allows Northlake to accurately account for meter services installed, inspections performed and tap fees paid for each customer of the District.

- 2. Commercial Meters. Commercial connections, single family connections for meters larger than 5/8 inch x 3/4 inch and other special connections will be made for a price quoted for each installation in accordance with the applicable specifications.
- 3. Other Inspections. Northlake shall perform other reasonable inspections as requested or authorized by the District. Fees shall be based on the attached Schedule of Rates for personnel and equipment used. Such inspections include, but are not limited to, grease traps, sample wells, cross connections, or new facilities prior to acceptance by the District. Northlake may also participate in site inspections with contractors prior to the start of building activity to assist in verifying the condition of the District's System.

D. MAINTENANCE, REPAIR AND REPLACEMENT SERVICES FOR THE SYSTEM

1. Maintenance. Northlake shall provide personnel, tools and equipment to perform maintenance on the System and the District's facilities and equipment as authorized by the District. Maintenance shall include, but not be limited to, the following:
 - a. Maintenance or replacement of pumps, motors, valves and other equipment or facilities.
 - b. Calibration and servicing of instrumentation, control systems and other equipment.
 - c. Other maintenance as necessary which requires special skills and/or tools, performed in conformance with equipment manufacturer's recommendations to maintain warranties and to extend the useful life of the equipment.
2. Repair. Northlake shall provide personnel and equipment to perform repairs on facilities, equipment, plants, collection and distribution systems as authorized by the District, including, but not limited to, service line leaks, leaks at water meters, water main breaks, repairs to valves and fire hydrants.
3. Replacement. Northlake shall use a reasonable degree of care with respect to replacement of equipment or facilities but shall not be responsible to the District for any guarantees or warranties offered by others in connection with such equipment or facilities. Northlake agrees to make reasonable efforts to obtain for and assign to the District the normal guarantees or warranties associated with any replacement equipment.
4. Emergency Response. Northlake shall maintain personnel and equipment for emergency response 24 hours per day, seven days per week, and 365 days per year. Emergencies shall be determined by Northlake in its sole discretion and may include, but is not limited to, water leaks, water line breaks, drastic loss of water pressure, and water plant malfunctions that could result in regulatory or permit excursions.
5. Materials and Supplies. Northlake shall be paid at cost for all materials and supplies used to provide services under this Agreement, unless the District pays for such materials and supplies directly. Northlake, in its sole discretion, shall utilize Northlake vendors for all materials and supplies.

E. OTHER SERVICES

Unless otherwise specified, fees for other services shall be in accordance with the attached Schedule of Rates for services.

1. Landscape Services. Northlake shall provide services to maintain the landscape

appearance compatible with the neighborhood at the District's facilities with routine trimming and lawn mowing as necessary.

2. Delinquency Notes. Northlake shall prepare and mail delinquency notices and collect past due accounts in accordance with Northlake's policy.
3. Service Account Transfers. Northlake shall transfer water service from the current customer to the new customer, when requested for a fee of \$5.00. Usage shall be prorated to each customer based on the number of days each customer received service during the billing period in which the transfer is requested.
4. Fire Hydrants. Northlake shall inspect the District's fire hydrants each year. A written report shall be submitted to designated fire departments as requested by the District.
5. Meter Disconnects/Reconnects. Northlake shall have the authority to terminate water service in accordance with the District's Rate Order or policy, when otherwise requested by the District's Board of Directors, or in accordance with Northlake standards and procedures. One week after service termination and periodically thereafter, Northlake shall check the terminated service to assure that service has not been restored by unauthorized personnel. Northlake shall receive a fee of \$20.00 for each disconnect or reconnect performed.
6. Meter Removal. Northlake shall remove a customer's water meter if service is restored by unauthorized personnel prior to the customer paying the amount owed to the District or at the request of the District's Board of Directors. Northlake shall receive a fee of \$25.00 for each water removal or reinstallation.
7. Sampling and Testing. Northlake shall perform, or have performed, all sampling, testing and/or analyses on the System as required by regulatory authorities or necessary for process control. This shall be paid for by the District. A summary of test results shall be submitted to the District quarterly.
8. Special Studies/Reports. Northlake shall conduct studies or prepare special reports as reasonably requested by the District.
9. Exhibit B Schedule of Services. Northlake shall be responsible for all of the services related to water and sanitary sewer as listed in the attached Exhibit B "Schedule of Services."

F. SUBCONTRACT SERVICES

1. Northlake Subcontractors. Northlake may subcontract such services hereunder as may, in Northlake's opinion, be desirable. Such Northlake subcontractors shall be considered, for the purpose of this Agreement, as employees of Northlake with Northlake retaining responsibility for such subcontractors' performance. Northlake

shall be paid its cost for work done by its subcontractors.

2. District Subcontractors. The District reserves the right to directly employ subcontractors for certain maintenance work within the District. Northlake shall receive no supervision and inspection fees, and shall not be responsible in any way for services performed by subcontractors employed or paid directly by the District.

II. PAYMENT

Northlake shall submit statements and/or invoices for services to the District and to Argyle on a monthly basis. The District and Argyle shall pay such statements and/or invoices within 30 days of receipt. The District and Argyle agree to pay interest at a rate of 15% per annum to Northlake for all amounts unpaid after 30 days. Interest shall accrue from the 31st day following receipt of statements and/or invoices until the date payment in full is made. Items awaiting backup data shall be excluded from interest.

III. INSURANCE AND INDEMNIFICATION

A. INSURANCE

Following the execution of this Agreement, Northlake shall furnish to the District, upon request, Certificates of Liability Insurance evidencing the following minimum insurance coverage:

1.	Comprehensive General Liability Bodily Injury and Property Damage	\$ 1,000,000 (\$2,000,000 aggregate)
2.	Comprehensive Automobile Liability Bodily Injury and Property Damage	\$ 500,000
3.	Worker's Compensation and Employer's Liability	Statutory \$ 100,000
4.	Excess Liability	\$ 1,000,000
5.	Bond Amount	\$ 10,000

B. IMMUNITY

Limited Waiver of Immunity. It is understood that by execution of this Contract the Parties do not waive or surrender any of their governmental powers, immunities, or rights. The Parties waive their respective governmental immunity from suit and liability only as to any action brought by the other Party to pursue the remedies available under this Contract and only to the extent necessary to pursue such remedies. Nothing in this Section shall waive

any claims, defenses, or immunities that the Parties have with respect to suits against each Party by persons or entities not a party to this Contract.

Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either Party be liable, for any special, punitive, indirect, and/or consequential damages, including damages attributable to loss of use, loss of income, or loss of profit even if such Party has been advised of the possibility of such damages.

IV. MISCELLANEOUS PROVISIONS

A. RESPONSIBILITIES

1. Northlake Responsibilities. Northlake shall exercise a reasonable degree of care and diligence in the operation and maintenance of the System in conformance with applicable laws, rules and regulations. However, unless Northlake has, or should have, knowledge of any of the following events listed in this paragraph and fail to notify District of the event Northlake has knowledge of, Northlake is not responsible for the failure of the System to meet local, state, or federal standards, maintain the adequacy, quality or quantity of the water supply provided by the System or for any direct or indirect loss, injury or damage resulting from the diminution or interruption of service within the System. Northlake shall keep at appropriate locations safety equipment required at the plants, including, but not limited to, oxygen masks and supplies for the chlorination process. Northlake shall exercise a reasonable degree of care and diligence in the management and implementation of Sewer Billing services in conformance with applicable, laws, rules, and regulations.
2. The District Responsibilities. The District represents that the System is in good working order, does not contain any known defective equipment or facilities, is suitable and adequate for the needs of its customers and that all of its facilities are, or shall be, built in accordance with local, state and federal regulations. The District shall provide:
 - a. All utilities, plant facilities, improvements and modifications necessary to operate the System in a manner required to meet applicable regulations.
 - b. A complete set of “As Built” drawings of the System and other facilities and any improvements, water tap standards, rate schedules, and any other information necessary for the administration of the District.
3. Argyle Responsibilities. Argyle represents that all amounts collected by Northlake on its behalf for Sewer Billing services are authorized pursuant to local, state, or federal laws or regulations as applicable. Northlake shall not be responsible for any claims related to the amounts billed to customers for sewer services on behalf of Argyle.

B. RELATIONSHIP OF THE PARTIES

Northlake shall serve in the capacity of an independent contractor for the District and for Argyle during the period of this Agreement.

C. MONETARY AUTHORITY

If at any time a condition exists or arises which, in the opinion of Northlake, requires repairs or replacements in the System and the cost thereof exceeds the sum of \$2,500, Northlake shall obtain the consent of a member of the Board of Directors of the District or its designated representative prior to making such repair or replacement. Notwithstanding the foregoing, however, if at any time a condition exists or arises which, in the opinion of Northlake, is of an emergency nature and requires the immediate repair or replacement of equipment regardless of the amount, Northlake, after reasonable attempts to obtain consent, shall proceed with such repair or replacement without the necessity of obtaining the consent of the Board of Directors of the District. The failure to obtain such consent prior to the making of such emergency repair or replacement shall not affect the obligation of the District to compensate Northlake for any work performed.

D. FORCE MAJEURE

In the event that Northlake, Argyle, or the District is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each Party shall give written notice of such force majeure to the other Parties as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any disabilities so caused, but for no longer. In the event that the period of suspension shall extend longer than thirty (30) days, any Party shall have the privilege of terminating this Agreement only as to the services and provisions applicable to that Party. In such event, the remaining two parties may continue to operate under the applicable provisions of the Agreement. If the Agreement is terminated pursuant to this section, the District or Argyle as appropriate shall pay Northlake compensation pursuant to this Agreement up to the date of termination. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the Party claiming such inability.

E. NON-COMPENSABLE ITEMS

The compensation to be paid to Northlake herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed upon Northlake by any governmental authority as a result of performing its obligations pursuant to this Agreement.

other than taxes upon the purchase of material, utilities, supplies, and parts. In the event Northlake is required by applicable law or regulation to pay or collect any such tax, assessment or regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Northlake by the District or Argyle as applicable (in addition to the compensation provided herein). However, Northlake shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations.

F. AMENDMENT

The attached Schedule of Rates is guaranteed for one year from the effective date of this Agreement. Future rate increases, if any, will become effective 30 days after written notification is given to the District by Northlake. No other alteration, modification, or amendment of this Agreement shall be made except in writing and signed by the Parties.

G. DEFAULT

No Party shall be in default under this Agreement (a “Default”) unless written Notice of an alleged failure of a Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and such Party has been given a reasonable time to cure based on the nature of the alleged failure, but in no event should the reasonable time to cure be less than ten (10) days to cure a monetary default and thirty (30) days to cure a non-monetary default. Should a Party commence the curing of a default within the time limits stated in this paragraph, the Party shall be allowed the time to cure the default, as long as the Party thereafter diligently pursues the curing thereof. In the event of a Default by any Party hereto, the non-defaulting Party/Parties is/are entitled to all remedies provided at law and in equity (subject to the Dispute Resolution section of this Agreement), and may employ attorneys to pursue its legal rights, and the prevailing Party shall be entitled to payment by the defaulting Party of all reasonable attorneys’ fees and costs incurred by the prevailing Party.

H. DISPUTE RESOLUTION

If a dispute arises between the Parties relating to this Agreement, the Parties agree to use the following procedure prior to any Party pursuing other available remedies:

1. A meeting shall be held between the Parties within ten (10) days of notice of the dispute, attended by individuals with decision-making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute.
2. If within thirty (30) days after such meeting, the Parties have not succeeded in negotiating a resolution of the dispute, they will jointly appoint a mutually acceptable neutral person not affiliated with any of the Parties as a mediator. The fees of the mediator shall be shared equally by all Parties.
3. In consultation with the mediator, the Parties will select or devise an alternative

dispute resolution procedure ("ADR") by which they will attempt to resolve the dispute, and time and place for the ADR to be held, with the mediator making the decision as to the procedure, and/or place and time (but unless circumstances require otherwise, not later than sixty (60) days after selection of the mediator) if the Parties have been unable to agree on any of such matters within ten (10) days after initial consultation with the mediator.

4. The Parties agree to participate in good faith in the ADR to its conclusion as designated by the mediator. If the Parties are not successful in resolving the dispute through the ADR, then the Parties may then seek any available remedy to them under the law.

I. NOTICE

Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the Party for whom intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

Notices required to be given to Northlake shall be addressed to:

Town Administrator
Town of Northlake
1400 FM 407
Northlake, Texas 76247
940-648-3290

District shall be addressed to:

President, Board of Directors
Canyon Falls Municipal Utility District No. 1
Crawford & Jordan LLP
3100 McKinnon Street, suite 1100
Dallas, Texas 75201
Attn: Clay Crawford

Argyle shall be addressed to:

Town Administrator
Town of Argyle
[ADDRESS]
Argyle, Texas [ZIP]
[PHONE]

J. TIME IS OF THE ESSENCE

Time is of the essence in the performance of this Agreement.

K. TERM

This Agreement shall be effective as of the date agreed herein, and shall continue thereafter for a term of twenty five (25) years; subject to termination by the Parties for any reason at any time by giving a one year advance written notice to the other Party; and subject to a renewal and extension by mutual agreement of District, Northlake, and Argyle as to the terms and conditions.

Northlake shall commence performance of this Agreement related to the System on a date to be specified by the District and agreed to by Northlake. Northlake shall commence performance of this Agreement related to Sewer Billing on a date to be specified by Argyle and agreed to by Northlake. In the event that this Agreement is terminated for any reason, all billing cards, meter reading records, billing and collecting forms, and other materials pertaining to the billing and collection of accounts of the District or Argyle shall be furnished by Northlake to the District or Argyle as appropriate at no cost to the District or Argyle, except that if the District or Argyle terminate this Agreement (or their portion of the services pursuant to this Agreement), the District or Argyle as appropriate shall be responsible for the reasonable cost of furnishing such information to the District or Argyle.

L. CAPTIONS

The Section headings or paragraph captions herein are used for convenience of reference only and not intended to define, extend or limit any provisions of this contract.

M. SEVERABILITY

This Agreement is subject to all applicable Federal and State laws, and any applicable permits, rules, orders, and regulations of any local, state or federal governmental authority having jurisdiction. Should any part of this Agreement for any reason be declared invalid or void, such declaration will not affect the remaining parts of this Agreement, which will remain in full force and effect as if the Agreement had been executed with the invalid portion eliminated.

N. ASSIGNMENT

This Agreement may not be assigned by any Party without the prior written consent of the other Parties.

O. GOVERNING LAW

This Agreement is performable in Denton County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas. Venue shall be in Denton County, Texas.

P. WAIVER

The failure on the part of any Party to enforce its rights as to any provision of this Agreement shall not be construed as a waiver of its rights to enforce such provision in the future.

Q. PUBLIC BIDDING

Nothing contained herein shall be construed to violate the provisions of Texas public bidding laws and public bidding requirements thereunder. In the event public bidding is required because of the nature and cost of any work to be performed on the System hereunder, the District will consult with Northlake in determining the specifications of the job to be put out to public bid and the required qualifications of the successful bidder.

R. ENTIRE AGREEMENT; AMENDMENT

This Agreement contains the entire agreement between the District, Argyle, and Northlake and supersedes all prior or contemporaneous communications, representations, understandings or agreements. This Agreement may be modified only by a written amendment signed by all Parties.

**V.
EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the District, Northlake, and Argyle have caused this Agreement to be executed by their duly authorized officers.

TOWN OF NORTHLAKE, TEXAS

**CANYON FALLS MUNICIPAL WATER
DISTRICT NO. 1, DENTON COUNTY**

Peter Dewing, Mayor

President

ATTEST:

ATTEST:

Shirley Rogers, Town Secretary

_____, Board Secretary

TOWN OF ARGYLE, TEXAS

, Mayor

ATTEST:

, Town Secretary

SCHEDULE OF STANDARD RATES

The following is a partial list of Northlake charges showing the current hourly rate schedule.

1. Subcontractor Labor and materials not acquired directly by the District at costs plus 0%.
2. Overtime rates of time and one-half will apply for work performed before 7:00 a.m., and after 3:00 p.m. in excess of eight (8) hours per day or 40 hours per week, and on weekends and holidays. Holidays are New Year's Day, Martin Luther King Jr. Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, and Day after Thanksgiving, Christmas Eve Day and Christmas Day.

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 17-29**

**RESOLUTION AUTHORIZING TOWN ADMINISTRATOR TO ENTER INTO
CONTRACTS FOR ARCHITECTURAL SERVICES WITH JACOBS AND
ASSOCIATES FOR THE INTERIOR FINISH-OUT, AUDIO VISUAL,
FURNITURE, DATA AND SECURITY SYSTEMS NOT TO EXCEED \$50,000**

WHEREAS, Hahei, LTD (the "Company"), owner of approximately 20 acres of land (the "Land") within the town limits and extraterritorial jurisdiction of the Town of Northlake, Texas (the "Town"), has requested the Town to respond to a letter of intent to build professional office space; and

WHEREAS, Northlake Town Council determined that in the best interest of the Town negotiations began with the Company in order to provide for orderly and appropriate development of the Land; and

WHEREAS, on March 10, 2016, a building concept plan for professional offices and Northlake Town Hall was presented to this Town Council who authorize the Mayor to negotiate a lease agreement; and

WHEREAS, on August 26, 2016, a lease agreement was approved by Town Council which included requirement of Town to provide partial funding for the finish-out of the lease space; and

WHEREAS, this Town Council has determined that professional architectural services are needed to property plan and design the lease space; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code; now, therefore.

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

Section 1. The Town Administrator is hereby authorized to enter into an agreement with Jacob and Associates to provide professional architectural services for planning and design of office lease space for Northlake Town Hall to include but not limited to floor plan, audio/visual, furniture, data and security systems..

Section 2. The Town Attorney will advise the Town Administrator as to the form and content of the professional services agreement.

Section 3. This Resolution shall take effect immediately upon its adoption.

ADOPTED this 12th day of October, 2017, by the Town Council of the Town of Northlake, Texas

APPROVED TOWN OF NORTHLAKE

By:

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

August 25, 2016

JACOBS & ASSOCIATES

701 Canyon Creek Drive
Suite 110
Coppell, Texas 75019
972-331-5699 Office
972-769-9634 Fax

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

Re: Professional Architectural and Engineering Services Proposal
For Production of documents for the Interior Finish-out of building 1
Town Commons at Northlake – Phase 1 Buildings 1,
Site near corner of Hwy 407 & Harvest Way, Northlake Texas.

Dear Mr. Corn,

Jacobs & Associates is pleased to submit this proposal to provide professional Architectural, and Engineering Services for the above project.

SCOPE OF OUR BASIC SERVICES

Our understanding is that the Basic Services scope consists of standard Architectural and Engineering Services that would be outlined in the Standard American Institute of Architects Owner-Architect Agreement or CM version. This Contract form includes the services outlined in the RFP Master Development Schedule, Schematic Design Services, Design Development Services, Construction Document Services, Bidding Phase Services and Construction Administration Services.

INTENT

Jacobs & Associates Architects (herein referred to as the Architect) agrees to provide Architectural and Engineering Services to Highland Terrace Development (herein referred to as the Client). These proposed services are for the design and document of the interior finish-out of **approximately 5,936 square feet** of common area and tenant space in Building 1.

SCOPE OF SERVICES

BASIC SERVICES

The Basic Services consists of Architectural and Structural, Electrical & Plumbing Engineering Services. The work phases and their descriptions are listed below.

A. DOCUMENTS TO BE PRODUCED

1. Floor Plans.
2. Interior Elevations
3. Reflected Ceiling Plans.
4. Finish Material Plans
5. Millwork elevations and sections

6. Door schedule
7. Mechanical, Electrical and Plumbing for the space being finished out.

B. SCHEMATIC DESIGN / DESIGN DEVELOPMENT PHASE

1. The Architect shall review the requirements necessary for the various Project functions, relationships or operations, such as those for existing and projected personnel, space, furniture, furnishings and equipment, operating procedures and communications.
2. The Architect shall plans for the purpose of defining the space and achieving owner approval before moving on into construction documents.

C. CONTRACT DOCUMENTS PHASE

1. Based on the approved Design Development drawings, the Architect shall prepare Drawings including for the building to allow for the project to be bid and constructed.
2. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project. Architect submits the Construction Documents to a Texas Registered Accessibility Specialist (RAS) for Texas Accessibility Standards (TAS) Plan Review, and receives a submittal confirmation receipt. The receipt is to be submitted for municipal Plan Review.
3. Architect completes the ComCheck energy conservation analysis to verify design compliance with the 2000 International Energy Conservation Code (IECC), the 2001 IECC Amendments, and local energy code amendments (Texas law, 2001). The ComCheck report is to be submitted for municipal Plan Review.

Client submits the following for construction permits Plan Review: Construction Documents, TAS Plan Review submittal confirmation receipt, ComCheck report, and an asbestos review certificate or report

D. ARCHITECTURAL CONSTRUCTION ADMINISTRATIVE SERVICES

1. Base CA services include - Answering of questions from the field via phone, and RFIs.
2. Field trips and punch lists will be add services as directed by OES personnel and will be billed on an hourly basis plus mileage.

E. ADDITIONAL SERVICES

The Architect's Additional Services, for additional fees, consist of the work described below, and as outlined under the Additional Services Sections of the American Institute of Architects document B141, Standard Form of Agreement Between Client and Architects. Additional Services will not be performed prior to Client approval of scope of work and fee agreement. Additional Services fees will be billed at the hourly rate per classified employee performing the work as listed under COMPENSATION of this Proposal, or as negotiated separately.

Services in addition to the items listed under each BASIC SERVICE phase.

1. Field Verification required for design and documentation.
2. Providing Estimates of Probable Construction Cost or Scheduling of Construction.
3. Design and documents for revisions requested by the Client after approval of a previous phase of work.
4. Review and extensive coordination of the Client's Consultants' work for inclusion into the construction documents.
5. Preparation of a Record Set (As Built) of construction documents from Contractor provided job site revisions.

6. Design, selection, bidding, and/or procurement of exterior signage.
7. Any work associated with the interior finish out of the shell building.
8. Design, selection, bidding, and/or procurement of interior and exterior signage.
9. City plan review / acceptance process. Including Development Review Process, Planning and Zoning & City Council presentations.
10. Bidding Services
11. Construction Administration Services by Structural or MEP Engineers
12. Management services such as arranging for surveying, and geo technical information.
13. Changing of the structural system to anything other than the system description above.

COMPENSATION

F. BASIC SERVICES FEES

The Architect will provide the BASIC SERVICES for the following Lump Sum Fees:

Fees for Building Interior Bldg #1					
Building Square Footage	5,936	SF			
Total Square Footage	5,936	SF			
Architectural and Engineering Fees					
Architectural Fees			5,936	\$ 1.51	\$ 8,954.00
Preliminary / Schematic Design				\$ 2,239.00	
Construction Documents				\$ 6,715.00	
Structural Fees	1	LS			\$ -
Mechanical, Electrical & Plumbing Fees				\$ 1.87	\$ 11,100.00
Building Interior Fees					\$ 20,054.00

G. ADDITIONAL SERVICES FEES

1. Additional Services Fees for the Architect will be billed on an hourly basis at the following hourly rates:

H. REIMBURSABLE EXPENSES

1. Reimbursable Expenses are in addition to compensation for Basic Services Fees and Additional Services Fees. Reimbursable Expenses include all of the project related expenses incurred by the Architect, the Architect's employees, and the Architect's Consultants, for the duration of this project, from the start of project to final receipt of all fees.
2. Reimbursable Expenses include all expenses incurred with the following:
 - a) Long distance communications.
 - b) Travel & lodging expenses outside of Dallas, Texas.
 - c) Document printing, shipping and handling, postage, and deliveries expenses not provided by the Client's vendors.
 - d) Fees for governmental agency regulated plan reviews, approvals, permitting, and inspections. (Example: Texas Accessibility Standards (TAS) Reviews, etc.).
3. Reimbursable Expenses will be billed at 110% of the Architect's cost.

Principal	\$ 120.00 /Hour
Associate	\$ 90.00 /Hour
Project Architect (Licensed)	\$ 85.00 /Hour
Interior Designer (Licensed)	\$ 75.00 /Hour
Draftsman	\$ 60.00 /Hour
Clerical & Support Staff	\$ 45.00 /Hour

4. In-house printing will be billed according to the Architect's standard schedule.
5. Reimbursable Expenses will include Sales Tax.

I. SCHEDULE OF PAYMENTS

Fees for services rendered will be billed to the Client at the completion of each service phase and/or monthly in proportion to the services completed. Payments to the Architect are due and payable within (30) days from the date of invoice. Invoices outstanding after 30 days will accrue interest at the rate of 1.5 % per month.

J. OWNERSHIP OF DOCUMENTS

All documents prepared by the Architect and the Architect's Consultants shall remain the property of the Architect and Architect's Consultants. The Client may retain the following non-reproducible copies of this project: One (1) copy of electronic files, and as many opaque copies as the Client deems necessary, all provided as a reimbursable expenses.

NOTE: In accordance with the Texas Board of Architectural Examiners and other Licensing Boards' rules and regulations, the project electronic files and opaque copies provided to the Client, are not to be altered, reproduced, copied, distributed, or used for any other project without:

1. The Client's or Client's subsequent Architect/Engineer's written request to alter or use the documentation.
2. Receipt of written approval to alter or use the documentation, from the Architect or Engineer of Record.

K. CLIENT'S RESPONSIBILITY

1. Accuracy of the Client's project information that is submitted to the Architect.
2. Contracting with a Telephone Communications company for design and documentation of all systems and components associated with telecommunications for the business and providing the telecommunications demarcation location for the business.
3. Client submits the required documents for construction permits Plan Review.
4. Schedule and pay a Texas Registered Accessibility Specialist (RAS) for a TAS Site Inspection to verify accessibility compliance after the completion of construction. *NOTE: At the Client's or Client's request, the Architect can arrange the site inspection, and bill the Client for the RAS fee as a reimbursable expense.*
5. Civil Engineering Services, Survey, and Geotechnical report

L. TERMINATION OF AGREEMENT

This Agreement may be terminated by either party upon fourteen (14) days written notice. The Architect shall be compensated for all expenses incurred through the date of termination, as documented in the American Institute of Architects document B141, Standard Form of Agreement between Client and Architect".

M. SUCCESSORS AND ASSIGNEES

The Client's Representative and the Architect, respectively bind themselves, their successors, assignees, and legal representatives to the other party to this Agreement, and to the successors, assignees, and legal representatives of such other party with respect to all covenants of this Agreement. Neither the Client's Representative nor the Architect shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

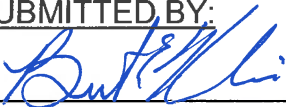
N. EXTENT OF THIS AGREEMENT

This Agreement represents the entire and integrated agreement between the Client and the Architect, and supersedes all prior negotiations, representations, or agreements, either oral or written. This Agreement may be amended only by written instrument signed by both the Client's Representative and the Architect.

O. OTHER CONDITIONS

1. The Architect's responsibility, under this contractual agreement, is only with the Client.
2. The Architect shall not have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and training programs in connection with the Work, since these are solely the Contractor's responsibility under the Client's and Contractor's Contract for Construction.
3. The stated BASIC SERVICES Fees and Employee Hourly Rates for ADDITIONAL SERVICES are valid for ninety (90) days from the date of this proposal.
4. This Agreement shall be governed by the laws of the State of Texas, and will be performed in Dallas, County, and Texas.
5. All claims, disputes or controversies arising out of this Agreement shall be initially submitted to Non-binding Mediation as the first course for resolution.
6. In accordance with the latest Rules and Regulations of the Board, the Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Board may be contacted by the following methods: Mailing address: Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; Business address: 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942; Electronic communication: Phone: (512) 305-9000, Fax: (512) 305-8900, Web site address: www.tbae.state.tx.us

SUBMITTED BY:



Brent Kline, AIA – Principal
Jacobs & Associates Architects

ACCEPTED BY:

Name: _____
Title: _____
Company: _____
Date: _____

September 27, 2017

JACOBS & ASSOCIATES

701 Canyon Creek Drive

Suite 110

Coppell, Texas 75019

972-331-5699 Office

972-769-9634 Fax

Town of Northlake Texas

Mr. Drew Corn

1400 FM 407

Northlake, Texas 76247

Re: Professional Architectural and Engineering Services Proposal
For Production of documents for Add Services for Building 1 – City Hall
Added scope of Design for Audio Visual, Furniture Selection, Data Cabling, and Security Systems.

Town Commons at Northlake – Phase 1 Building 1

Site near corner of Hwy 407 & Harvest Way, Northlake Texas.

Dear Mr. Corn,

As you know Jacobs & Associates is under contract for the building shell and the interior architectural and MEP drawings for the City Hall portion of the building (5,000 sf). During material Selections for the Interior work of the project the subject of Furniture and Audio-Visual Systems came up where the city staff stated that they will need to get someone lined up for this portion of the project. We had a discussion letting them know that we have provided these services for other clients so the following is an add service proposal for these portions of the potential work since it was not included in our original agreement.

SCOPE OF OUR ADDED SERVICES

SCOPE OF SERVICES

ADDED SERVICES

The work phases and their descriptions are listed below.

A. Furniture Plans and Procurement

1. We will meet with the client to plan out the needed furniture and cubicles.
2. Plans will be drawn up to illustrate the product and how it fits within the space.
3. Cut sheet, Photos and Fabric samples will be reviewed during the meetings.
4. Quantities will be determined and sent out for bids.
5. Bid results reviewed and determinations of the packages to proceed with.
6. Installation of the systems will be overseen and punch list produced.
7. Not included in the services are the actual purchase of the furniture.

B. Audio Visual Systems

1. The Architects will work with the client and an Audio-Visual Consultant to plan out the systems to be installed in the Court Room / Council Chambers, and Conference Room.

2. There will be separate drawings produced for the Audio-Visual System for the purpose of bidding.
3. Included in the fee will be an estimate of the systems costs to provide and install.
4. The Architects will integrate into their drawings the AV Systems and electrical needs.

C. Security Systems

1. Plans will be produced for purposes of bidding for the Security Access Controls for doors and locations of cameras.
2. The planning will include changes to the door hardware that will interface with the control systems.
3. The planning for cameras will only include the location and basic aiming of cameras but **will not** include the monitoring systems for the cameras.

D. Data Cabling for Computers and Telephones

1. Plans will be produced for purposes of bidding for the installation of IT rack, IT Switches, Wireless Access Points (WAP) and Data Cabling thru out the building.
2. The Architects will meet with client to determine locations where drops are to be located and WAPs are recommended.
3. The requirements for the data infrastructure will be added to the Interior Plans and Electrical.

COMPENSATION

E. SERVICES FEES

The Architect will provide the SERVICES for the following Lump Sum Fees:

Fees for Add Services	
Furniture Design and procurement Fees	\$ 8,000.00
Audio Visual Consultant	\$ 10,000.00
Architectural Coordination of AV	\$ 2,500.00
Data Systems	\$ 7,000.00
Fees	\$ 27,500.00

F. REIMBURSABLE EXPENSES

1. Reimbursable Expenses are in addition to compensation for Basic Services Fees and Additional Services Fees. Reimbursable Expenses include all of the project related expenses incurred by the Architect, the Architect's employees, and the Architect's Consultants, for the duration of this project, from the start of project to final receipt of all fees.
2. Reimbursable Expenses include all expenses incurred with the following:
 - a) Long distance communications.
 - b) Travel & lodging expenses outside of Dallas, Texas.

- c) Document printing, shipping and handling, postage, and deliveries expenses not provided by the Client's vendors.
3. In-house printing will be billed according to the Architect's standard schedule.
4. Reimbursable Expenses will include Sales Tax.

G. SCHEDULE OF PAYMENTS

Fees for services rendered will be billed to the Client at the completion of each service phase and/or monthly in proportion to the services completed. Payments to the Architect are due and payable within (30) days from the date of invoice. Invoices outstanding after 30 days will accrue interest at the rate of 1.5 % per month.

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NOTE: In accordance with the Texas Board of Architectural Examiners and other Licensing Boards' rules and regulations, the project electronic files and opaque copies provided to the Client, are not to be altered, reproduced, copied, distributed, or used for any other project without:

1. The Client's or Client's subsequent Architect/Engineer's written request to alter or use the documentation.
2. Receipt of written approval to alter or use the documentation, from the Architect or Engineer of Record.

I. CLIENT'S RESPONSIBILITY

1. Accuracy of the Client's project information that is submitted to the Architect.
2. Contracting with a Telephone Communications company for design and documentation of all systems and components associated with telecommunications for the business and providing the telecommunications demarcation location for the business.
3. Client submits the required documents for construction permits Plan Review.
4. Schedule and pay a Texas Registered Accessibility Specialist (RAS) for a TAS Site Inspection to verify accessibility compliance after the completion of construction. *NOTE: At the Client's or Client's request, the Architect can arrange the site inspection, and bill the Client for the RAS fee as a reimbursable expense.*
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2. The Architect shall not have control over, be in charge of, or be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and training programs in connection with the Work, since these are solely the Contractor's responsibility under the Client's and Contractor's Contract for Construction.
3. The stated BASIC SERVICES Fees and Employee Hourly Rates for ADDITIONAL SERVICES are valid for ninety (90) days from the date of this proposal.
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5. All claims, disputes or controversies arising out of this Agreement shall be initially submitted to Non-binding Mediation as the first course for resolution.
6. In accordance with the latest Rules and Regulations of the Board, the Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. The Board may be contacted by the following methods: Mailing address: Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; Business address: 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942; Electronic communication: Phone: (512) 305-9000, Fax: (512) 305-8900, Web site address: www.tbae.state.tx.us

SUBMITTED BY:


Brent Kline, AIA – Principal
Jacobs & Associates Architects

ACCEPTED BY:

Name: _____
Title: _____
Company: _____
Date: _____

TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 17-1012_

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
PROVIDING FOR A RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX
EXEMPTION; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE, AND
AN EFFECTIVE DATE.**

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

WHEREAS, Section 11.13(n) of the Texas Tax Code authorizes the Town to adopt an exemption from taxation of a portion of the appraised value of an individual's residence homestead located within the Town; and

WHEREAS, the Town Council has determined that it would be advantageous and beneficial to Town residents to adopt the residential homestead ad valorem (property) tax exemption in accordance with Section 11.13(n) of the Texas Tax Code, as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Adoption of Residential Homestead Ad Valorem (Property) Tax Exemption. In addition to any other exemption provided by Texas law or Town ordinance, the owner of a residence homestead shall be entitled to an exemption from Town ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or __ percent (__%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended. The exemption shall be granted to any such residential homestead and the improvements qualifying for same as provided by law.

SECTION 3: Effective Date of Exemption. The exemption set forth in Section 2 of this Ordinance shall become effective beginning with the 2018 tax year, and shall remain effective for each successive tax year until otherwise amended or repealed by the Town Council or other appropriate authority.

SECTION 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent prosecution from being commenced for any violation occurring prior to the repeal of the ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town

Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this
___ day of _____, 2017.

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED BY:**

APPROVED AS TO FORM:

Shirley Rogers, Town Secretary

Ashley Dierker, Town Attorney

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Eric J. Tamayo, Public Works Director

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

Date: October 12, 2017

Re: Vehicle Purchases

In the Fiscal Year 2018 Adopted Budget, Council approved funding for the purchase of two pickup trucks for the Public Works Department. Both vehicles will be purchased through state contracts. The Town will meet all necessary State bidding requirements. Reserves have been accumulating in the Equipment Fund for just such a need and the Town will be able to pay cash for both vehicles

Staff recommends authorizing the Town Administrator to contract the purchase of both vehicles not to exceed \$65,000.

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

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 17-28**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN
AGREEMENT FOR THE PURCHASE OF TWO VEHICLES**

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire two public works vehicles; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$65,000 in the 2017-18 budget year from the Equipment Fund for the purchase of two public works vehicles with equipment; 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 agreements to purchase two public works vehicles with equipment in an amount deemed reasonable and appropriate, but not to exceed \$65,000.

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 authorizes the Town Administrator to enter into an agreement for the purchase of one vehicle, when suitable equipment is identified for sale, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$65,000.

PASSED AND APPROVED THIS THE 12TH DAY OF OCTOBER, 2017

TOWN OF NORTHLAKE, TEXAS

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary



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)
 - (c) Appellate Docket No. 02-17-00111-CV
City of Justin vs. Town of Northlake