

1. Agenda

Documents:

[06-28-2018 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[06-28-2018 COUNCIL PACKET.PDF](#)



Peter Dewing, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

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

**Town Council Agenda
Thursday, June 28, 2018 at 7:00 pm
Chamber Room
1400 FM 407 –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, June 28, 2018 at 7:00 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. The Ridge at Northlake (formerly Heritage Fields) development south of Robson Ranch Road
- B. Proposed Revisions to Section 2.6 Notice of Meetings and Agenda for Meeting of the Northlake Town Council Rules of Order
- C. Dark Sky Lighting Requirements in Unified Development Code and Engineering Design Manual
- D. Broadcasting of Council Meetings

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 Town Council meeting minutes of June 14, 2018
- F. Consider for approval the Interlocal Cooperation Agreement with Denton County for Tax Collection
- G. Consider for approval the Interlocal Cooperation Agreement with Denton County for Tax Collection PID No 1 (Harvest)
- H. Consider for approval the Interlocal Cooperation Agreement with Denton County for Tax Collection for PID No. 2 (The Highlands)

6. Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting (Agenda attached)

7. Regular Items

- I. Consider for approval an ordinance amending Article 6.03 "Fireworks" of the Code of Ordinances of the Town, allowing the detonation of fireworks in certain situations and regulating said detonation and the use thereof (Ord. No. 18-0628)
- J. Consider for approval appointment(s)/reappointment(s) to the Northlake Economic and Community Development Corporation Board of Directors
- K. Consider the cancellation of the July 12, 2018 meeting and tentative schedule for the remaining council meetings for this quarter

8. Convene into Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) 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 551.071 consultation with the Town's attorney to seek advice on eminent domain actions to obtain right-of-way out of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law
- c. Section 551.072 deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way out of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law
- d. Section 551.071 with the Town's attorney to seek advice on eminent domain actions for drainage and temporary construction easements, out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and other public purposes permitted by law
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Reconvene into Open Session

9. 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 Thursday, June 21, 2018 by 6:00 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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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

Memo

To: Honorable Mayor and Town Council

From: Nathan Reddin, Development Director

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

Date: June 28, 2018

Re: The Ridge at Northlake (formerly Heritage Fields) Development Update

The proposed development formerly known as Heritage Fields has been in the works for more than five years. In March 2013, a mixed-use planned development (MPD) zoning plan was first presented to Town Council. 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. Since then a preliminary plat has been approved as well as a boundary adjustment along the western boundary of the planned development which was approved by Town Council at the last meeting. Construction plans for the first phase have also been approved, readying the formal submittal of the phase one final plat.

Jim Wills is the lead developer for this project and has been involved since the initial concept was presented in 2013. He is now partnering with home builder, Taylor Morrison, to develop Heritage Fields, and Taylor Morrison, based on their extensive experience with building master planned developments with quality amenities, has recommended some revisions to the development concept, including a rebranding to The Ridge at Northlake. The overall concept of The Ridge at Northlake is very similar to that of Heritage Fields. One of the biggest revisions proposed is a relocation of the amenity center so that it is more centralized and will be featured in the first phase of the development. Another significant revision is a plan provide a mix of lots in each phase. The Heritage Fields MPD calls for a mix of lot sizes with the smallest lots (50-foot lot widths) on the east and the largest lots (1 acre lots) on the west with lot sizes transitioning in between from east to west with 60-foot lot widths and 70-foot lot widths. The Ridge at Northlake plan calls for a similar transition in density with 1-acre lots on the west, but it allows for the mixing of the 50's, 60's & 70's on the east side of the development with more 60's and 70's required as the development transitions to the 1-acre lots on the west. Only 60's and 70's are proposed west of Cleveland-Gibbs Road. The maximum number of lots proposed for The Ridge at Northlake is 1,115 while a maximum of 1,205 are allowed in the Heritage Fields MPD.

In order to make these changes, the Mixed-Use Planned Development must be amended. A draft copy of an MPD amendment is attached along with the current Heritage Fields MPD for comparison purposes. A public hearing will be scheduled for the MPD amendment at the July 26th Town Council meeting, and the Council may act on an ordinance to amend the MPD at that meeting. Jim Wills and representatives from Taylor Morrison will present an update on the development to include and overview of the requested MPD amendment. Please contact me at 940.242.5703 if you have any questions or comments.

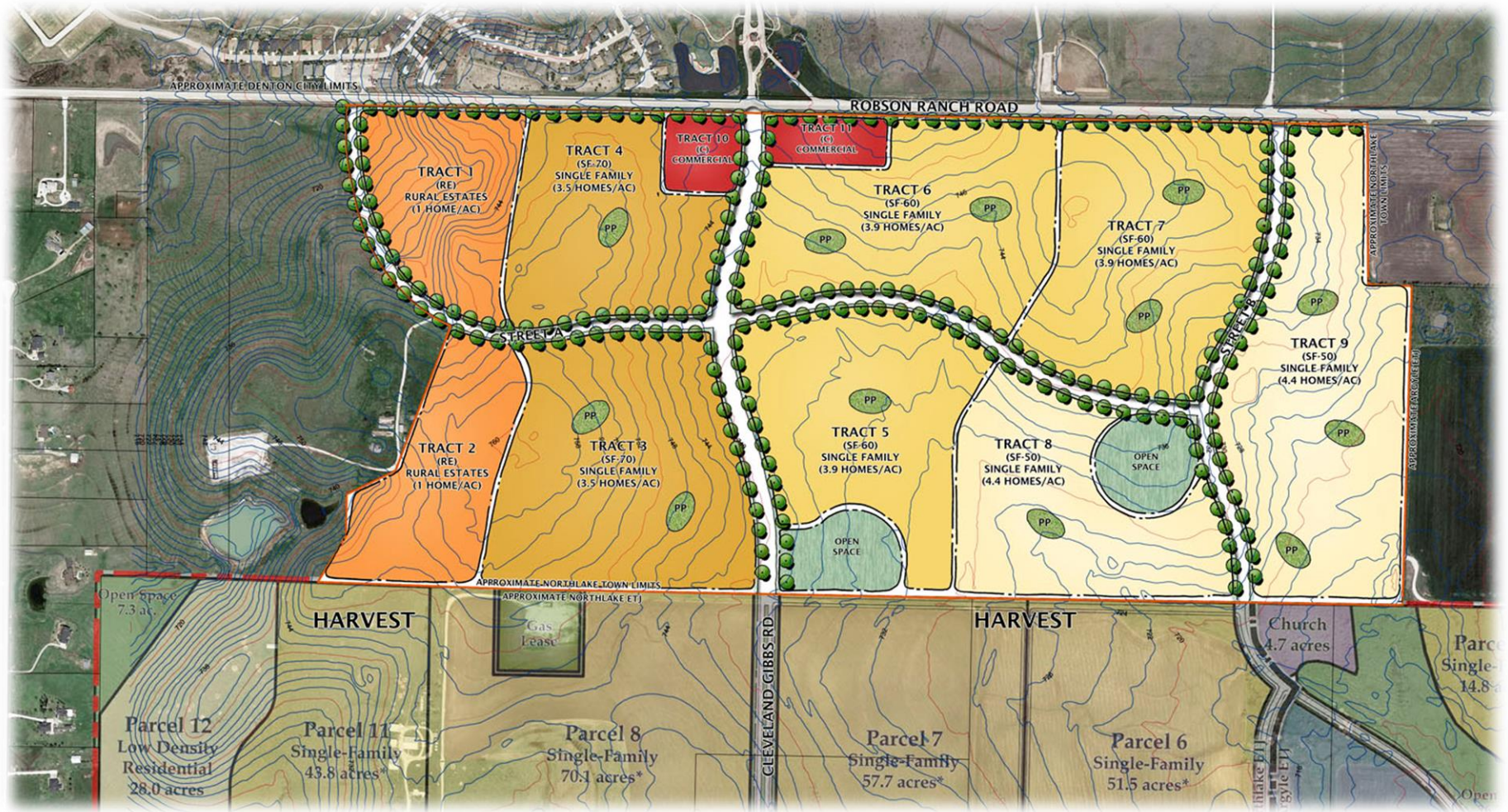


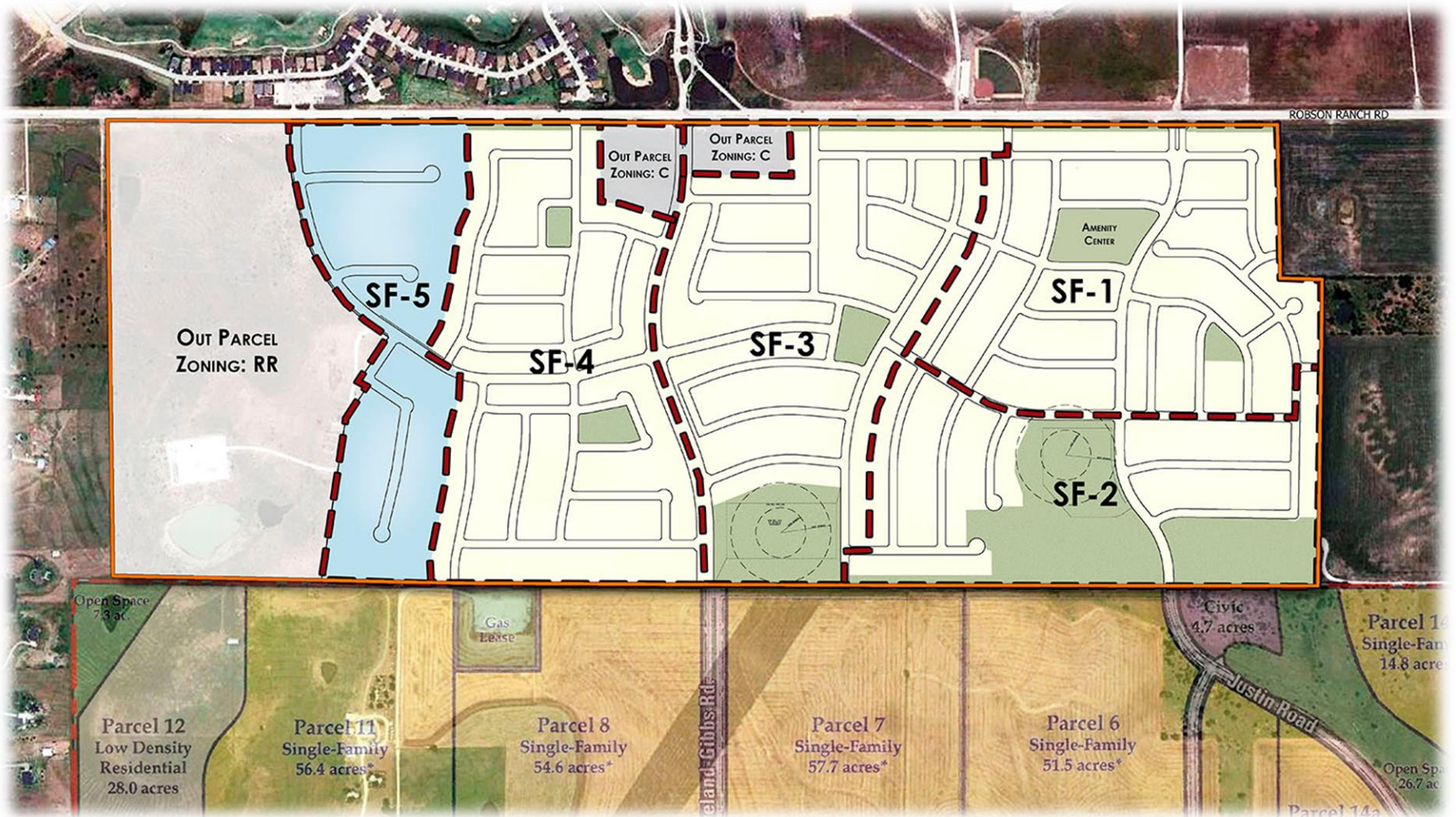
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R I D G E

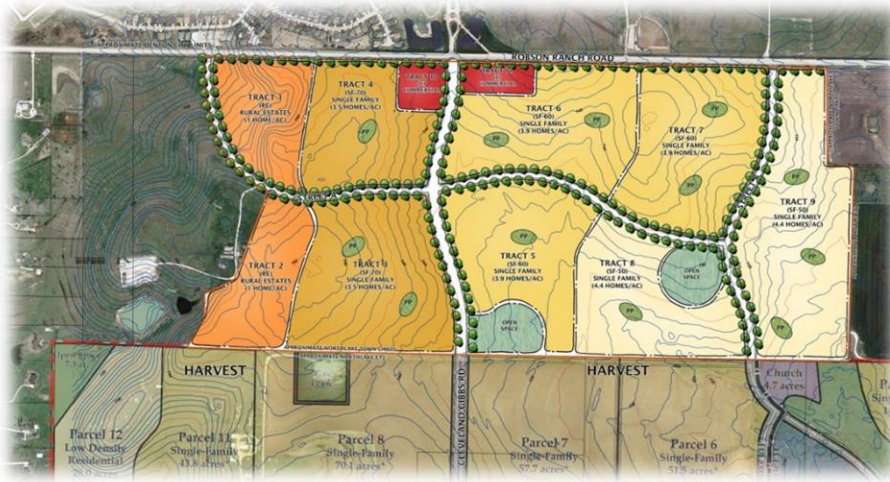
at Northlake







EXISTING

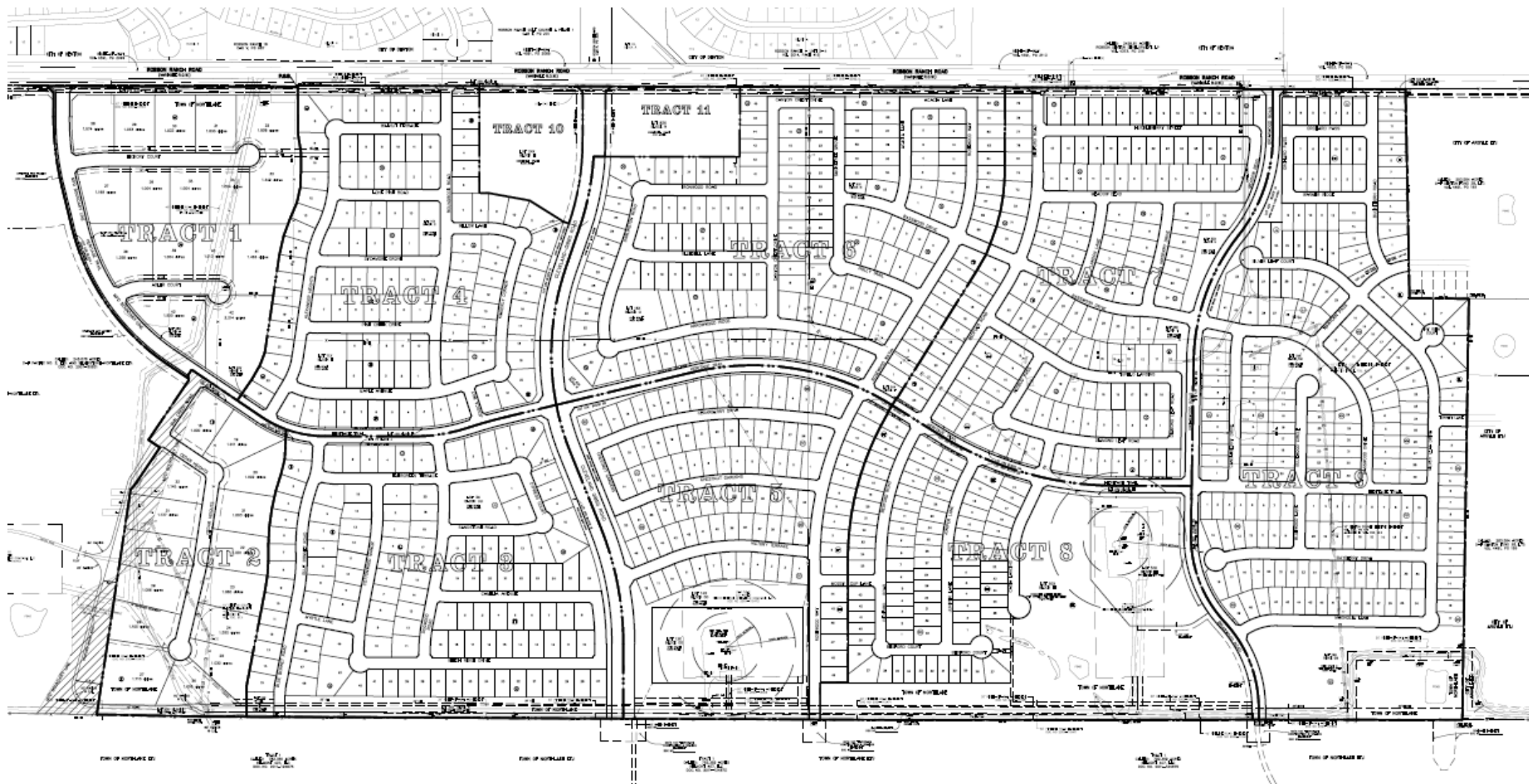


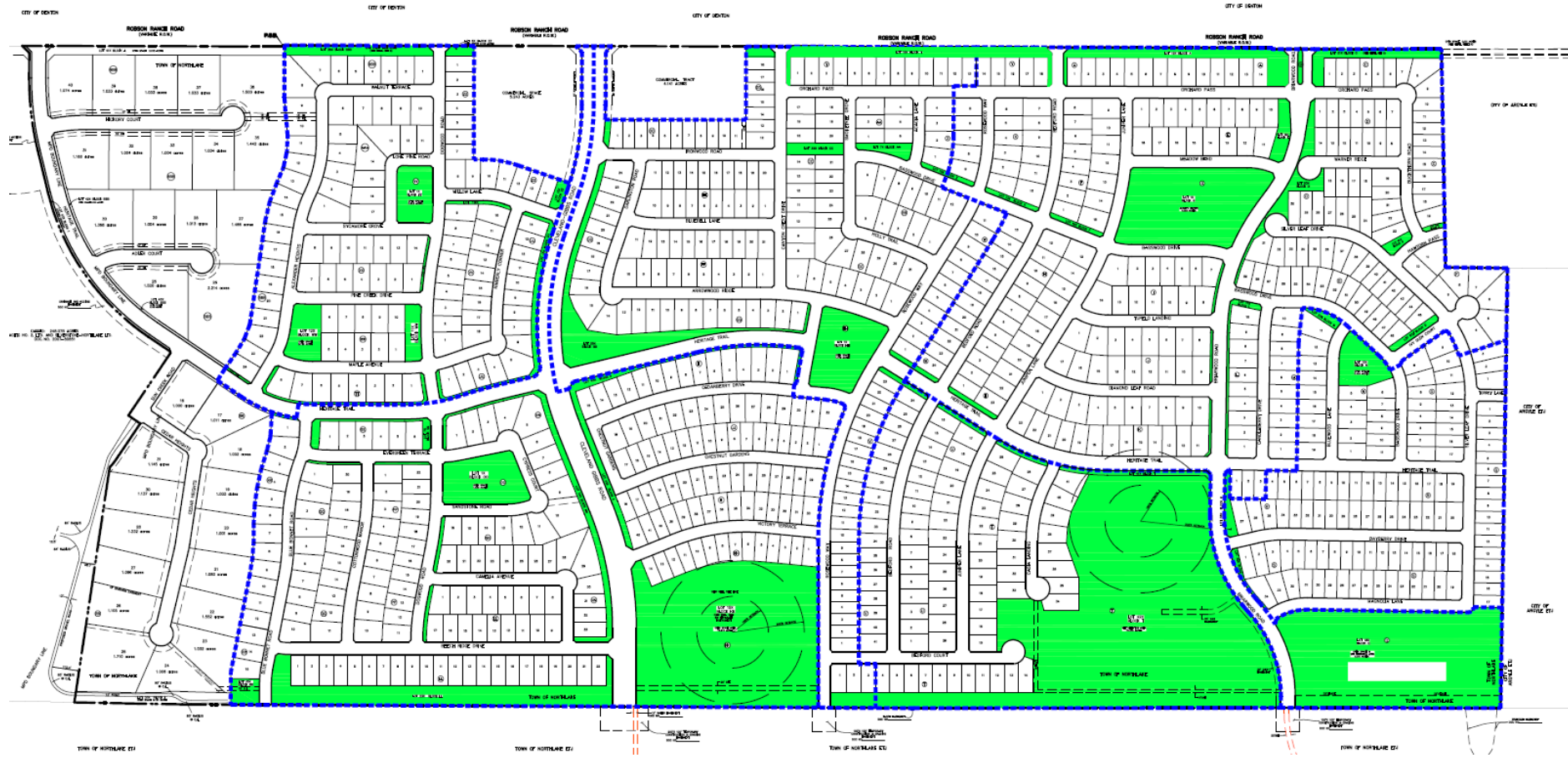
- Maximum Lot Count: 1,205
- Curvilinear street & spine road system
- Developed as separate villages
- One amenity center / primary open space
- Smaller parks disbursed throughout
- Designed with topography in mind
- Limited street length
- Minimized cut-through traffic

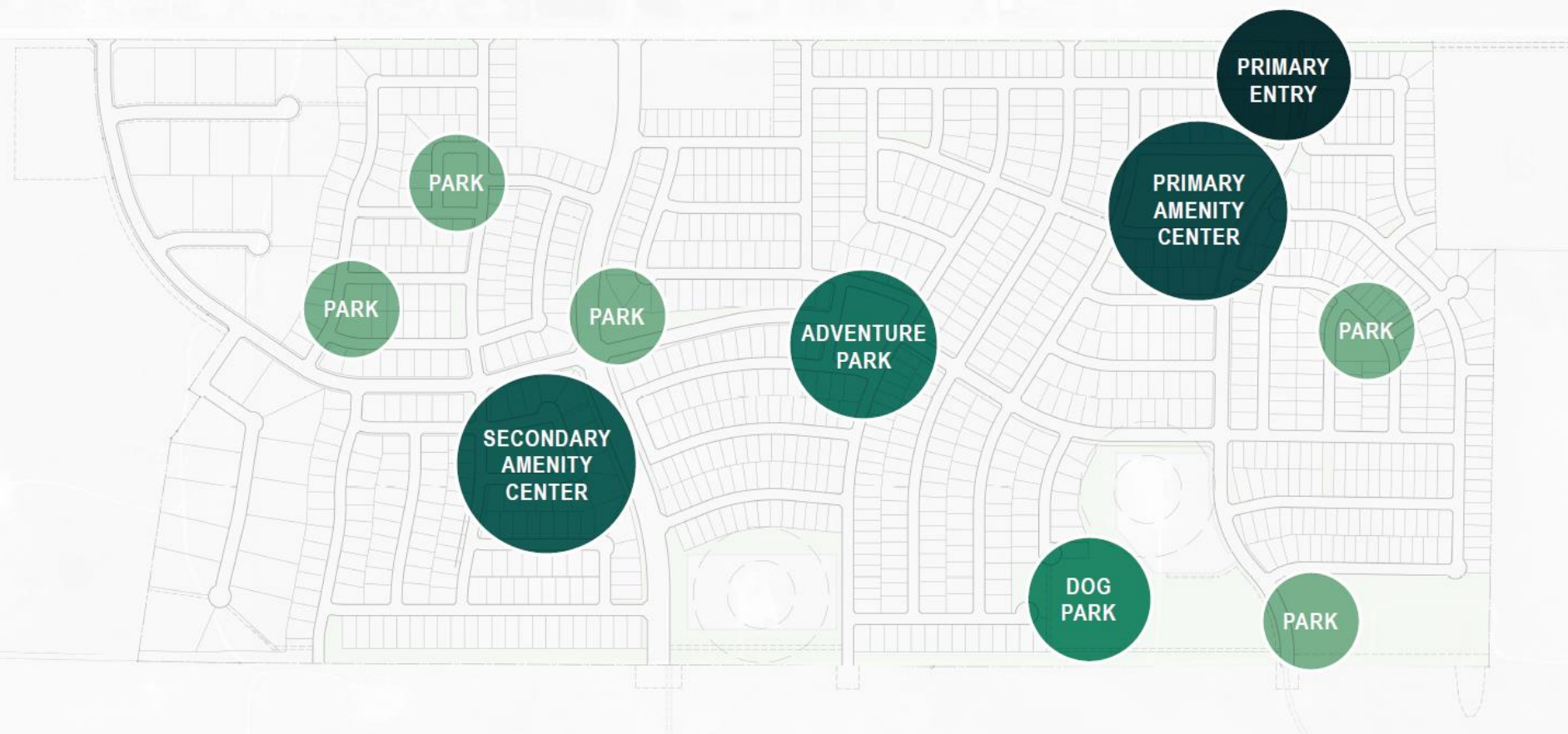
PROPOSED



- Maximum Lot Count: 1,115
- 7% reduction in overall density
- Curvilinear street & spine road system
- Developed as an integrated community with a mix of 50's, 60's, and 70's throughout
- Larger scale primary amenity center; also more centrally located
- Multiple programmed open spaces, parks and amenities which promote walkability & health
- Designed with topography in mind
- Limited street length
- Minimized cut-through traffic

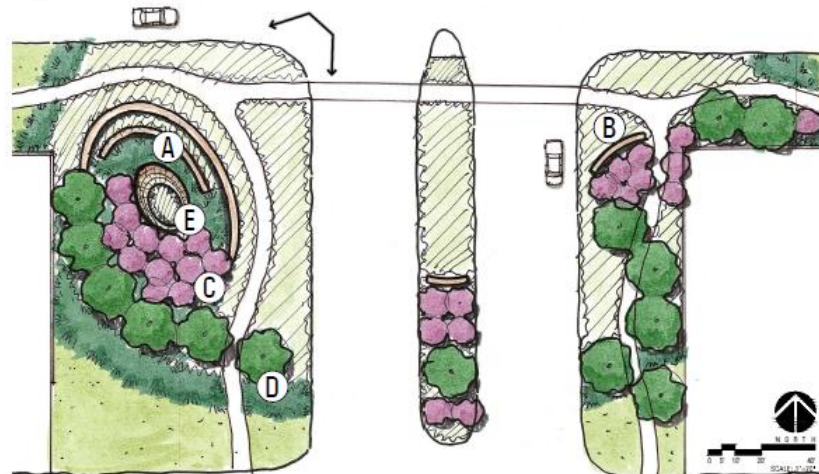
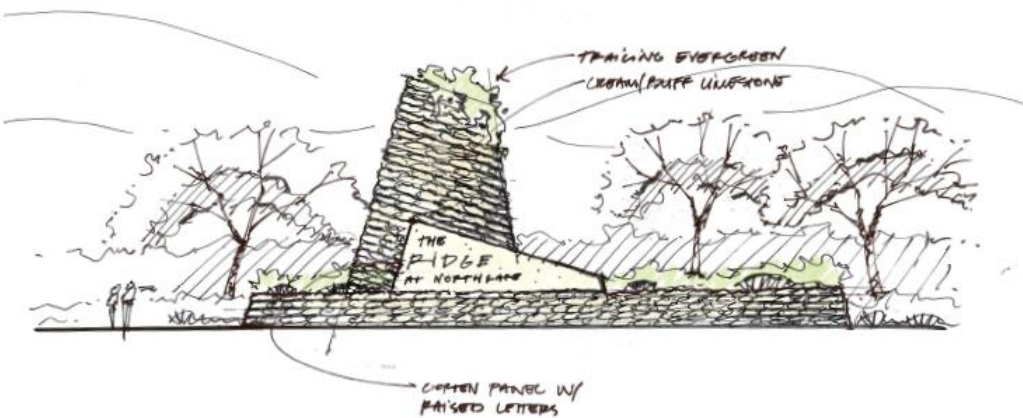








- (A) COMMUNITY NAME
- (B) COMMUNITY LOGO
- (C) ORNAMENTAL TREES
- (D) EVERGREEN TREES
- (E) ENTRY TOWER



The
RIDGE
at Northlake

PRIMARY ENTRY



The
RIDGE
at Northlake

PRIMARY AMENITY CENTER



The
RIDGE
 at Northlake

PRIMARY AMENITY CENTER



The
RIDGE
at Northlake

PRIMARY AMENITY CENTER





OUTDOOR **GATHERING SPACES**



OVER AT THE **DOG PARK**



SOCIAL **LIVING**



INNOVATIVE **ACTIVITY**

The
RIDGE
at Northlake

COMMUNITY THEME

EXHIBIT C

THE RIDGE AT NORTHLAKE

COMMUNITY FRAMEWORK

The Ridge at Northlake will be a multi-generational community where an emphasis on being able to experience a small town environment where you know your neighbors, is balanced with the conveniences of a suburban lifestyle.

A variety of housing types will be provided to meet the needs of a complete life cycle. This will allow residents to move within the community and not have to distance themselves from family and friends as changes occur in their lives.

In keeping with the vision of community, public and private spaces are given equal importance. Open spaces and common areas are interspersed throughout the neighborhoods so as to encourage personal interaction by families and residents in all stages of life.

SINGLE FAMILY TRACTS **(TRACTS SF-1, SF-2, SF-3, SF-4, AND SF-5)**

GENERAL STANDARDS

1. The design and development of The Ridge at Northlake community shall take place in general accordance with the attached Zoning Plan (Exhibit C).
2. The design and construction of public infrastructure and utilities shall be in accordance with the Town's standards. A Municipal Management District (MMD) may be established and used for funding such infrastructure and utilities.
3. The maximum number of homes in The Ridge at Northlake community shall be 1,115 (3.52 homes/single family gross acre).
4. A minimum of 13.5% (37.75 acres) of land within Tracts SF-1 through SF-4 shall be used as open space.
 - A. The open space will be dispersed throughout the community. In order for the open space to be counted towards meeting the minimum requirement, it must be at least 0.5 acre in size or contain recreational elements (i.e. hike & bike trail, etc.), as well as be readily accessible to the residents of The Ridge at Northlake.
 - B. The open space shall be owned by a Homeowners Association. A Public Improvement District (PID) or other mutually agreed upon funding mechanism may be established and used for maintenance and operation purposes.
 - C. At least one private amenity center shall be provided for residents of The Ridge at Northlake. The amenity center shall include, at a minimum, conditioned space, swimming pool, fitness center, and family lifestyle oriented facilities.
 - D. The open space, including the community's amenity center, provided within The Ridge at Northlake community, shall be recognized as meeting all of the Town of Northlake's acreage and/or parkland dedication fee requirements for public and/or private open space for The Ridge at Northlake community

DEVELOPMENT STANDARDS

1. Uses
 - A. Permitted uses allowed in Tract SF-1 through SF-5 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 (Permitted Uses) of the Northlake Unified Development Code, as amended.
 - B. A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 (Permitted Uses) of the Northlake Unified Development Code, as amended.
2. The maximum allowable number of homes for each Tract of land identified on Exhibit__ shall be as follows:

Tract SF-1: 300 homes. Of those, at least 50 shall be on lots at least 70' wide and not more than 120 shall be on lots less than 60' wide.

Tract SF-2: 204 homes. Of those, at least 30 shall be on lots at least 70' wide and not more than 100 shall be on lots less than 60' wide.

Tract SF-3: 320 homes. Of those, not more than 140 shall be on lots less than 60' wide.

Tract SF-4: 260 homes. Of those, at least 130 shall be on lots at least 70' wide and no lot shall be less than 60' wide.

Tract SF-5: 31 homes. Of those, none shall be on lots less than 1 acre in size.
3. Single Family Detached Lot Development Standards:
 - A. Tracts SF-1 through SF-4.
 1. Minimum lot area: 6,000 square feet.
 2. Minimum lot width: 50'. On cul-de-sacs and/or elbow, the minimum lot width shall be 40'. The minimum street frontage for all lots at the front property line shall be 30'.
 3. Minimum lot depth: 110'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
 4. Minimum front yard setback: 20'.
 - a. Unenclosed front porch or patio: 10'.
 - b. Swing garage, where the garage door does not face the street: 15'.
 5. Minimum rear yard setback: 10'.
 - a. Accessory structures: 5'.
 6. Minimum side yard setback:
 - a. Interior side yard: 5'.
 - b. Side yard at corner: 15'.
 - c. Garage door accessed from a street: 20'.
 7. Minimum dwelling area: 1,600 square feet.
 8. Maximum lot coverage: 55%.
 9. Maximum height of structure: 2 ½ stories or 40' for the main building.
 - B. Tract SF-5.
 1. Minimum lot area: 1 acre (43,560 square feet).
 2. Minimum lot width: 100'. On cul-de-sacs and/or elbows, the minimum lot width shall be 90'. The minimum street frontage for all lots at the front property line shall be 30'.
 3. Minimum lot depth: 200'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 180'.
 4. Minimum front yard setback: 25'.
 5. Minimum rear yard setback: 25' for primary structure.
 - a. Accessory structures shall have a minimum rear yard of 10'.
 6. Minimum side yard setback:
 - a. Interior side yard: 10'.

- b. Side yard at a corner: 15'.
- 7. Minimum Dwelling Area: 1,500 square feet.
- 8. Maximum lot coverage: 35%.
- 9. Maximum height of structure: 2 and ½ stories or 40' for the main building.
- 4. Single Family Detached Architectural Standards:
 - A. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited from being located next to each other. Homes with the same elevation shall be prohibited from being located across the street from each other.
 - B. Front porches: Front porches shall not be required. However if a front porch is provided, it shall have a minimum depth of 6' and a minimum width of 10' (60 square feet minimum). Front porches shall have railings and columns.
 - C. Exterior façade material: The homes shall be constructed with 100% masonry, exclusive of doors, windows, porches, trim, soffits, dormers, and gables. Masonry shall include brick, natural stone, simulated stone, stucco, and cementitious fiberboard.
 - D. Garage Doors: Garage doors may face a public street for homes located within Tracts SF-1 through SF-4. If a garage door faces the street, the garage face may not be closer to the street than the primary façade of the home. Additionally, if a garage door faces the street, the door shall have the appearance of a carriage style with complimentary hardware.
 - E. Landscaping: A minimum of 2, 3" caliper trees shall be provided for each home, one of which may be located between the sidewalk and street curb, if approved during the Town's construction plan review process. Said approval will not unreasonably be withheld if the design complies with generally accepted engineering practices.
 - F. Accessory Structures: Accessory structures shall be developed in accordance with Section 8.2 of the Northlake Unified Development Code as it exists or may be amended, except as indicated below. For purposes of this item, an unenclosed carport shall not be considered an accessory structure.
 - 1. No accessory structure shall be constructed on a lot without a principal structure.
 - 2. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
 - 3. A maximum of 1 accessory structure (not a detached garage) and 1 detached garage shall be permitted per lot.
 - 4. Accessory structures used as a dwelling shall comply with Section 8.3 of the Northlake Unified Development Code.
 - 5. Accessory Structure Design:
 - a. Accessory structures with a floor area in excess of 120 square feet but less than 240 square feet shall be constructed with exterior grade wood siding or with the same materials as the principal structure.
 - b. Accessory structures with a floor area in excess of 240 square feet but less than 600 square feet shall be constructed with the same percentage and type of materials as the primary structure.
 - c. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

COMMUNITY DESIGN STANDARDS

1. Community Buffers:

A. Robson Ranch and Cleveland Gibbs Roads (Design Exhibit A1, B1):

1. A minimum 25' wide landscape buffer shall be provided adjacent to the road. Berms and retaining walls may be constructed within the buffer. The berms may encroach up to 3' into the right-of-way and shall not exceed a 3:1 slope.
2. A mix of shade and ornamental trees shall be planted within the required landscape buffer. Shade trees shall consist of a minimum of 33% of all tree plantings within the buffer.
3. There shall be 1 shade tree per 40' of road frontage. There shall be 1 ornamental tree per 20' of road frontage. Trees may be placed in natural groupings.
4. Shade trees shall be 3 caliper inches in size, measured 12" above the planting surface, at the time of planting and the ornamental trees shall be 2 caliper inches in size at the time of planting. Trees may be located within the buffer or street right-of-way.
5. Ground cover may also be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, turf, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.
6. A minimum 8' wide, concrete trail shall be provided within the buffer and/or street right-of-way along Robson Ranch Road and one side of Cleveland Gibbs Road. The location of the trail shall be coordinated with any trail located within adjacent developments.

B. Heritage Trail-West of Briarwood Road (Design Exhibit C1, C2, C3, C4):

1. Where single family lots back or side Heritage Trail, a minimum 10' wide landscape buffer with 1 shade tree per 40' of street frontage shall be provided. Trees may be planted in the buffer and/or street right-of-way. Trees may be placed in natural groupings.
2. Shade trees shall be 3 caliper inches in size, measured 12" above the planting surface, at the time of planting and the ornamental trees shall be 2 caliper inches in size at the time of planting.
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4. A minimum 6' wide, concrete trail shall be provided within the buffer and/or street right-of-way on one side of the street.

C. Briarwood Road (Design Exhibit D1):

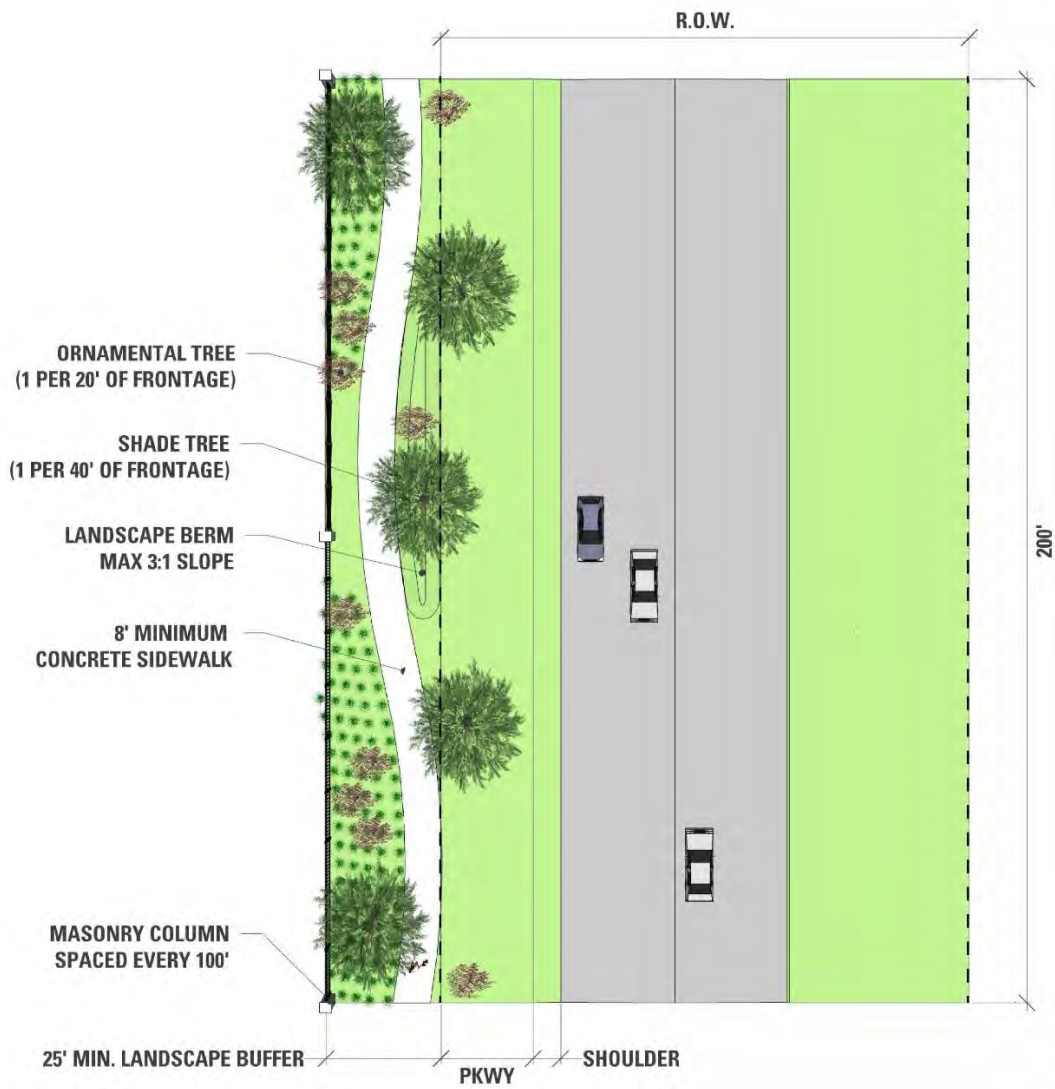
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2. Irrigation: Landscape buffers shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.
3. Perimeter Screening:
 - A. Robson Ranch Road (Design Exhibit A1) :
 1. Screening at a minimum, 6' tall and constructed of brick, stone, berms with ornamental, open fencing and landscaping, or a combination thereof.
 - B. Cleveland Gibbs Road, Briarwood Road, and Heritage Trail where lots back (Design Exhibit B1, C1, C2, C3, C4, D1):
 1. Screening shall be, at a minimum, 6' tall board-on-board cedar fencing, ornamental, open fencing and landscaping, or a combination thereof.
 2. The cedar fencing shall have metal poles. The fence's rails shall face the inside of the lot.
 3. The fencing shall be stained to a uniform color and be maintained by the Homeowner's Association.
4. Neighborhood Entry Features: Architectural features on masonry walls or masonry monuments shall be located at primary entrances for The Ridge at Northlake community. The specific design and location shall be determined at the time of landscape plan approval by the Town.
5. Alleys: Alleys are allowed, but shall not be required.

KEY MAP



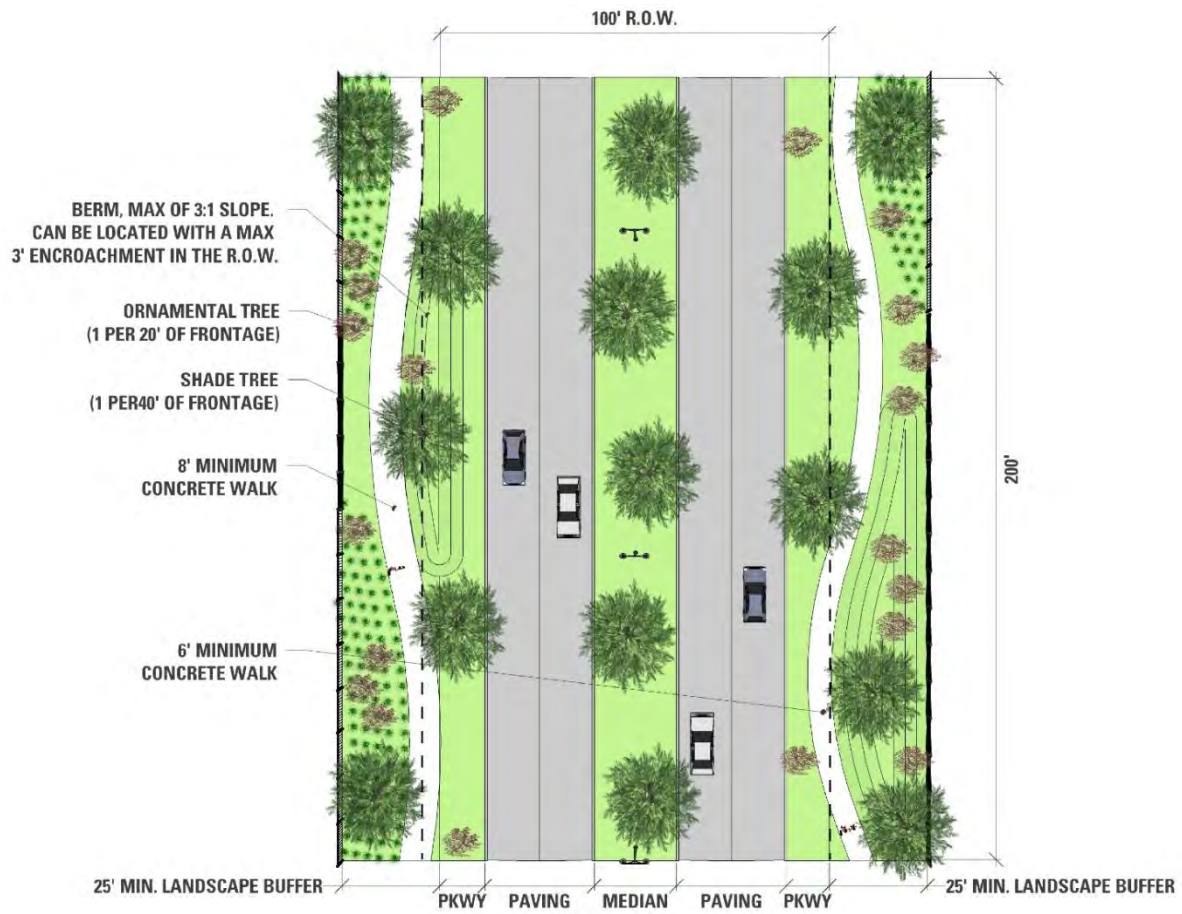
A1 PLAN



A-1 SECTION



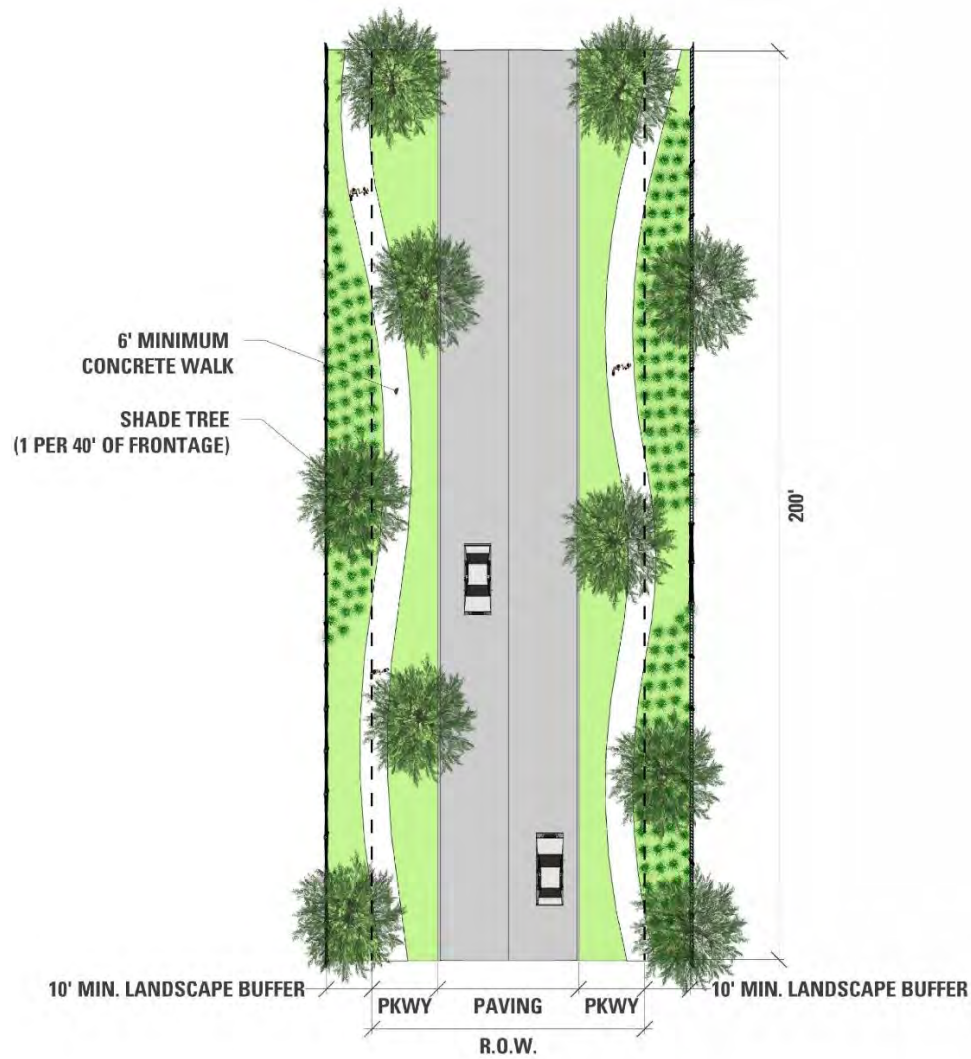
B-1 PLAN



B-1 SECTION



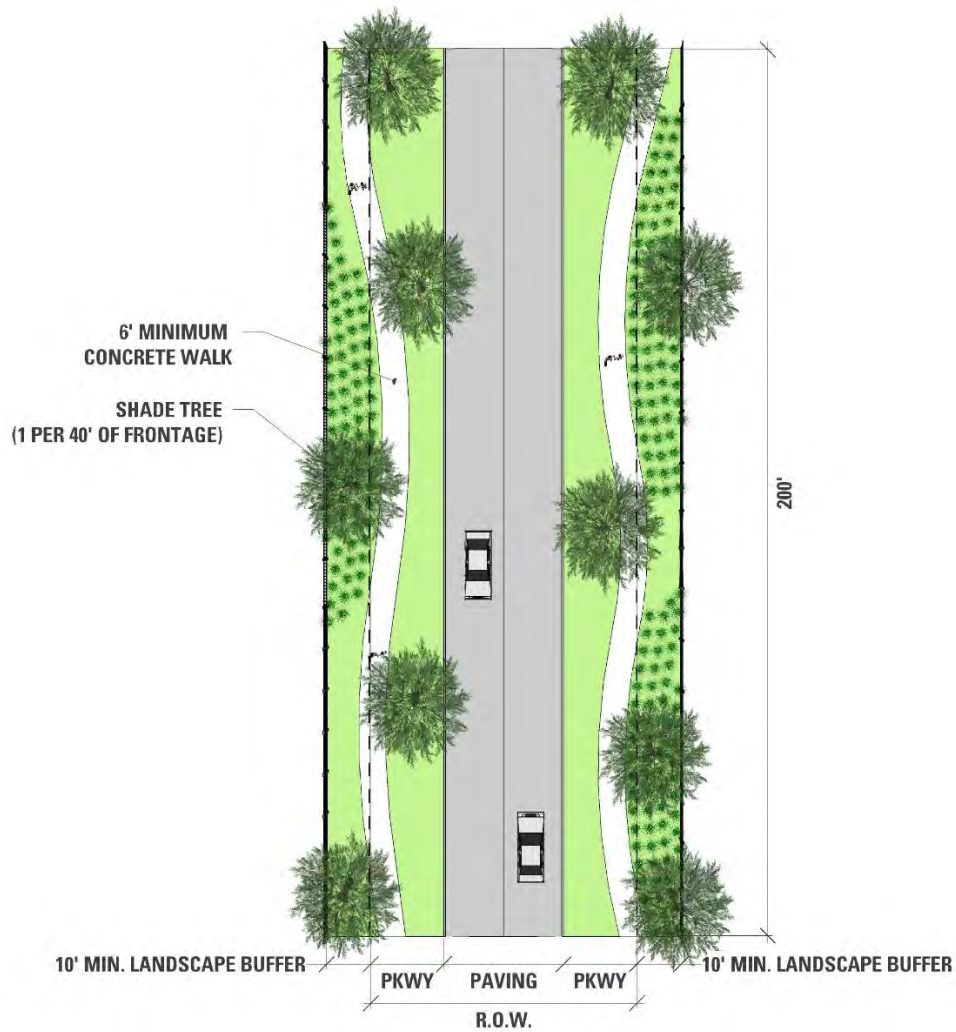
C-1 PLAN



C-1 SECTION



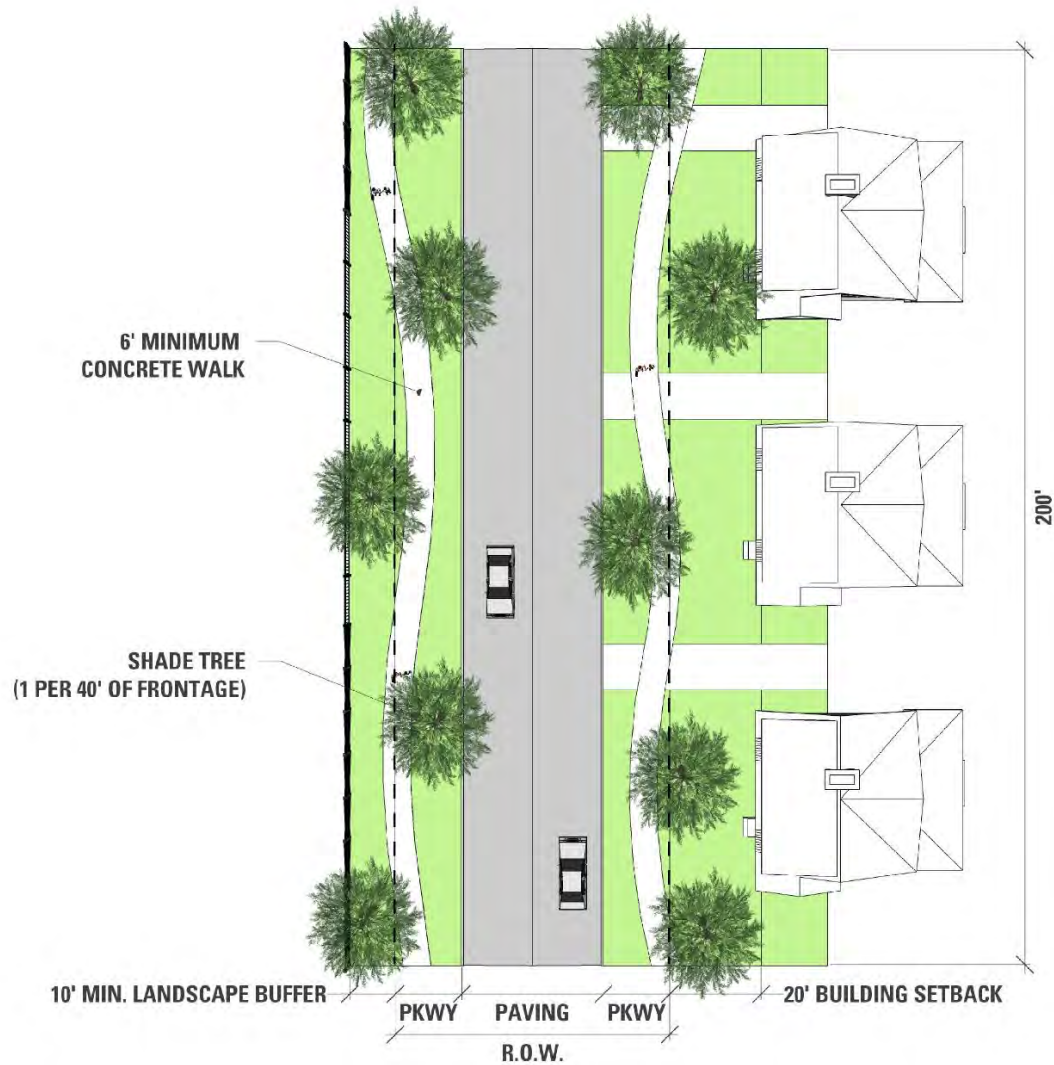
C-2 PLAN



C-2 SECTION



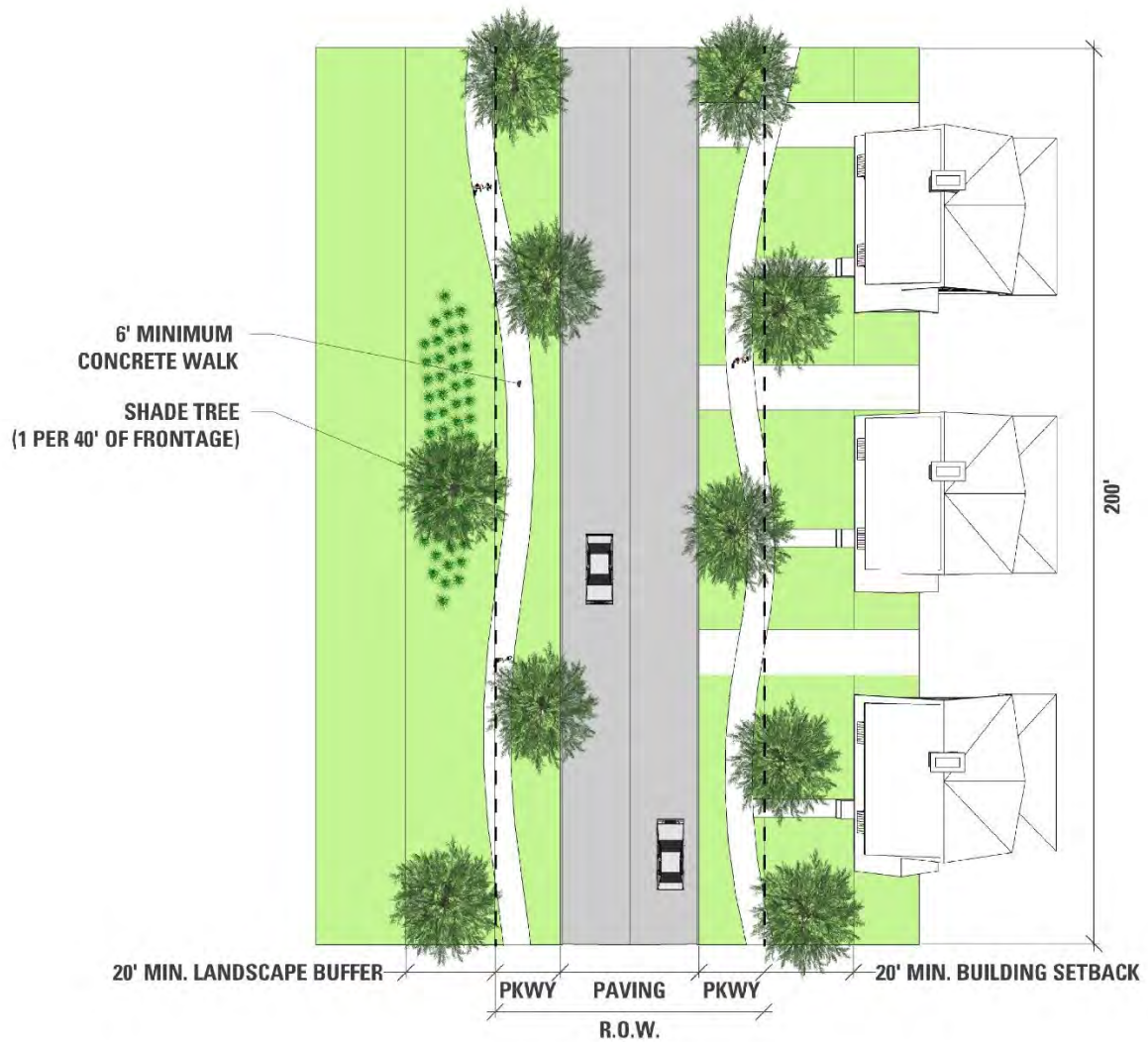
C-3 PLAN



C-3 SECTION



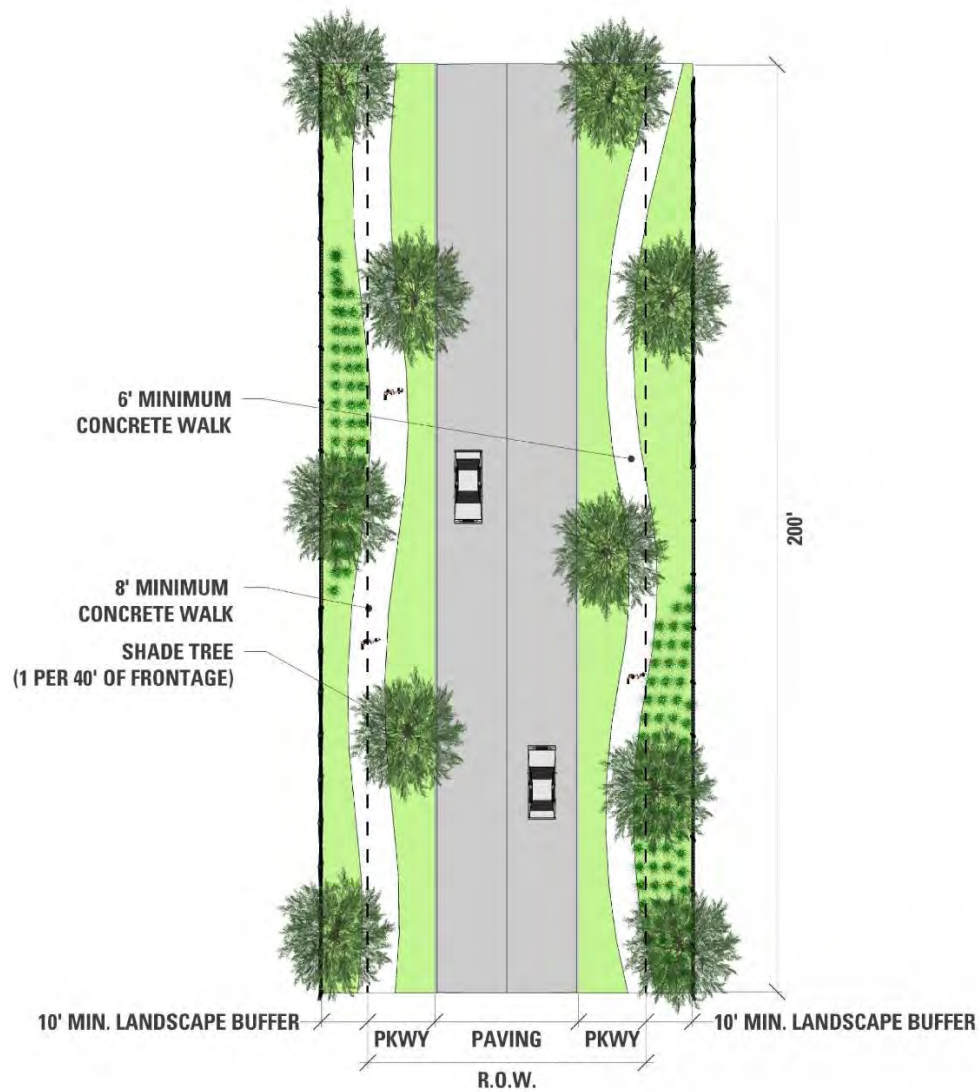
C-4 PLAN



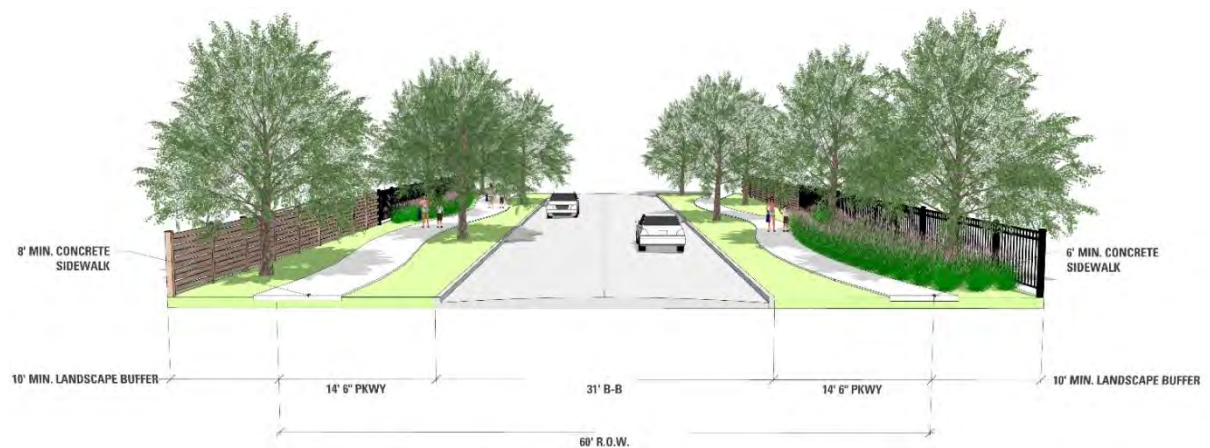
C-4 SECTION



D-1 PLAN



D-1 SECTION





TOWN OF NORTHLAKE, TEXAS

ORDINANCE NO. 14-0626A

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY ESTABLISHING THE ZONING CLASSIFICATION AND DEVELOPMENT STANDARDS OF CERTAIN PROPERTY IN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT "A" AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; BEING PARTICULARLY DESCRIBED AS A 370.19 ACRE TRACT OF LAND LOCATED IN THE PATRICK ROCK SURVEY, ABSTRACT 1063, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of "RR" Rural Residential for a 370.19 acre tract of land located in the Patrick Rock Survey, Abstract 1063, in the Town of Northlake, Denton County, Texas; and

WHEREAS, the Unified Development Code provides for adoption of Planned Development Districts; and

WHEREAS, the town of Northlake heretofore adopted Ordinance No. 09-0409A on April 9, 2009 The Northlake Vision and Comprehensive Plan Update and this rezoning complies with the plan's recommendations; and

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

WHEREAS, a public hearing was held by the town Council of the Town of Northlake on March 27, 2014 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the town of Northlake does hereby deem it advisable and in the public interest to approve a MIXED-USE PLANNED DEVELOPMENT (MPD) on this property.

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

SECTION 1

The 370.19 acres of property described in Exhibit "A" shall be zoned MPD Mixed-Use Planned Development with the Concept Plan as provided in Exhibit "B" and the Development Standards as provided in Exhibit "C" attached hereto.

SECTION 2

The use of the property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

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

SECTION 4

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

SECTION 5

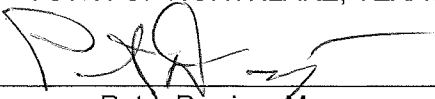
Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate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

SECTION 6

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

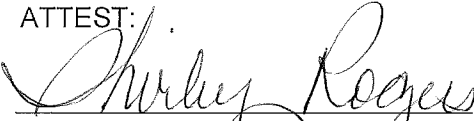
PASSED AND APPROVED on this the 26TH day of JUNE 2014

TOWN OF NORTHLAKE, TEXAS



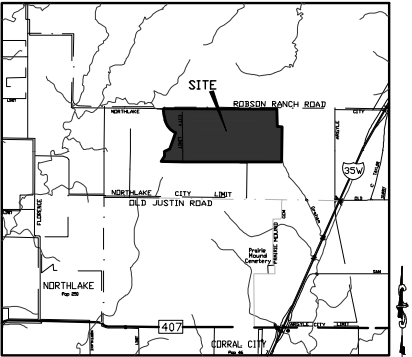
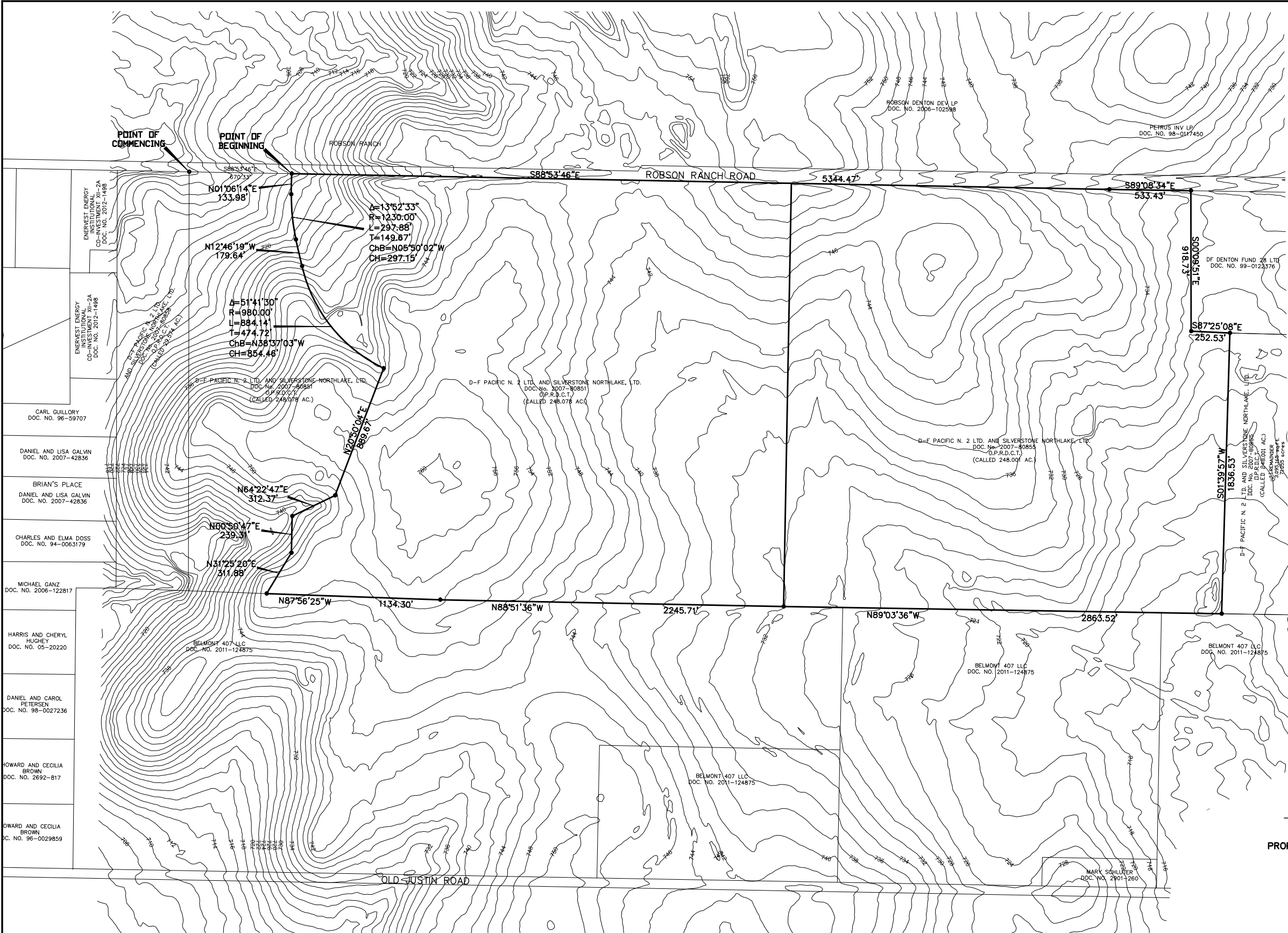
Peter Dewing, Mayor

ATTEST:



Shirley Rogers, Town Secretary





LOCATION MAP
NOT TO SCALE

BEING a parcel of land situated in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being 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:

COMMENCING at the northwest corner of said 248.078 acre tract of land, said point being in the south right-of-way line of Robson Ranch Road (a 120 foot wide right-of-way);

THENCE South 88 degrees 53 minutes 46 seconds East, 670.33 feet along the south right-of-way of Robson Ranch Road to the POINT OF BEGINNING of this tract of land;

THENCE along the south right-of-way line of Robson Ranch Road as follows:
South 88 degrees 53 minutes 46 seconds East, at 3737.07 feet passing the northeast corner of said 248.078 acre tract of land and the northwest corner of said 248.001 acre tract of land, in all a total distance of 5344.47 feet to a point for corner;
South 89 degrees 08 minutes 34 seconds East, 533.43 feet to the northeast corner of said 248.001 acre tract of land;

THENCE along the east line of said 248.001 acre tract of land as follows:
South 00 degrees 09 minutes 51 seconds East, 918.73 feet to a point for corner;
South 87 degrees 25 minutes 08 seconds East, 252.53 feet to a point for corner;

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

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

THENCE along the south line of said 248.078 acre tract of land as follows:
North 88 degrees 53 minutes 38 seconds West, 2245.71 feet to a point for corner;
North 87 degrees 56 minutes 25 seconds West, 1134.30 feet to a point for corner;

THENCE North 31 degrees 25 minutes 20 seconds East, 311.88 feet to a point for corner;

THENCE North 00 degrees 50 minutes 47 seconds East, 239.31 feet to a point for corner;

THENCE North 64 degrees 22 minutes 47 seconds East, 312.37 feet to a point for corner;

THENCE North 20 degrees 50 minutes 04 seconds East, 889.67 feet to a point for corner;
THENCE Northwest, 884.14 feet along a curve to the right which has a central of 51 degrees 41 minutes 30 seconds, a radius of 980.00 feet, a tangent of 474.72 feet, and whose chord bears North 38 degrees 37 minutes 03 seconds West, 854.46 feet to a point for corner;

THENCE North 12 degrees 46 minutes 19 seconds West, 179.64 feet to a point for corner;

THENCE Northwest, 297.88 feet along a curve to the right which has a central of 13 degrees 52 minutes 33 seconds, a radius of 1230.00 feet, a tangent of 149.67 feet, and whose chord bears North 05 degrees 50 minutes 02 seconds West, 297.15 feet to a point for corner;

THENCE North 01 degrees 06 minutes 14 seconds East, 133.98 feet to the POINT OF BEGINNING and containing 370.19 acres of land.

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

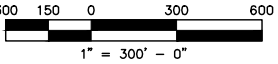
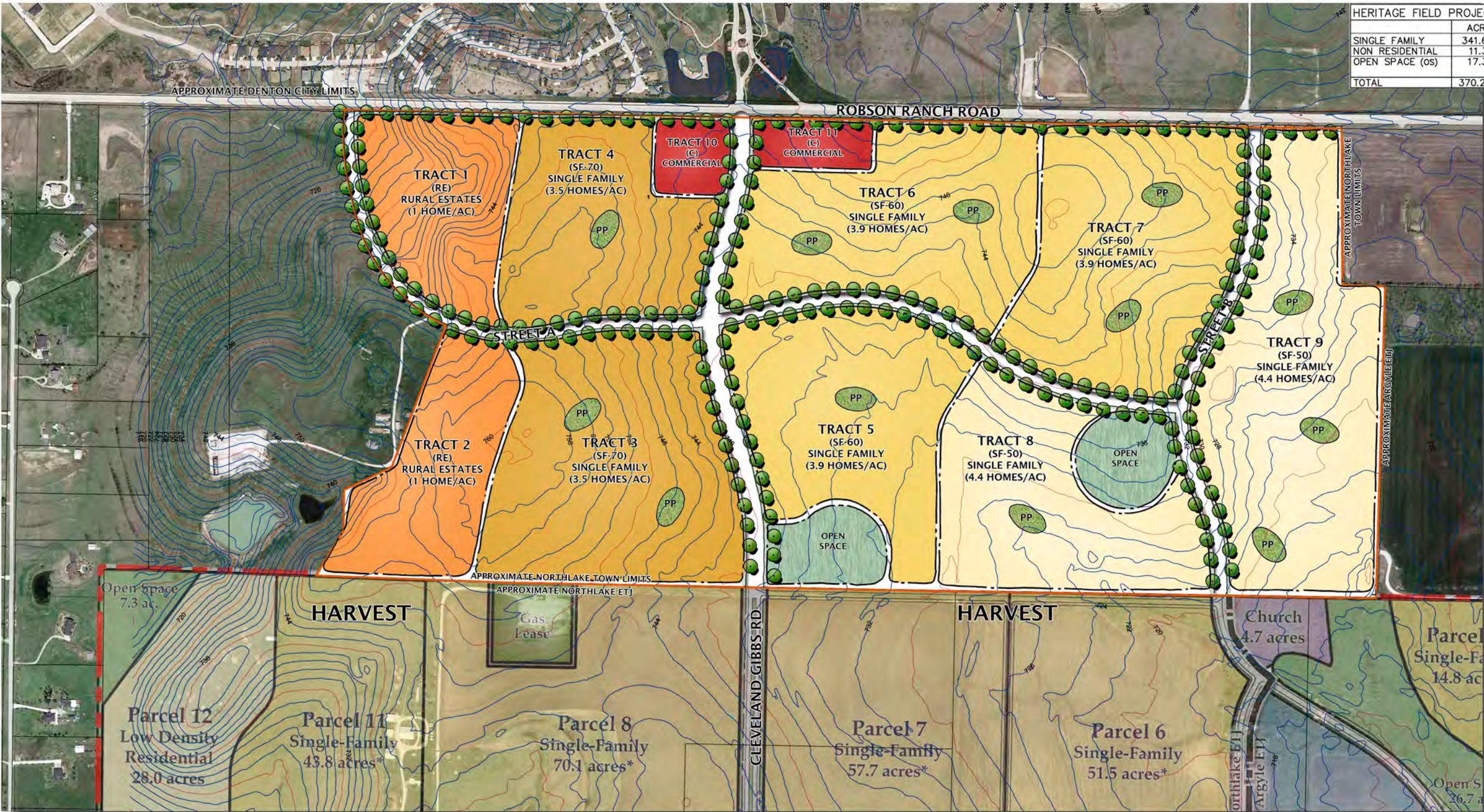


EXHIBIT A – LEGAL DESCRIPTION

HERITAGE FIELD
PROPOSED ZONING: MPD (MIXED-USE PLANNED DEVELOPMENT)
EXISTING ZONING: R/04-10A & 04-10B
370.19 ACRES OUT OF THE PATRICK ROCK SURVEY,
ABSTRACT NO. 1063
TOWN OF NORTHLAKE,
DENTON COUNTY, TEXAS

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

June 11, 2013



HERITAGE FIELD PROJECT DATA			
	ACREAGE	PERCENTAGE	NOTES
SINGLE FAMILY	341.6 AC ±	92.3%	INCLUDES 32.7 AC ± POCKET PARKS (PP)
NON RESIDENTIAL	11.3 AC ±	3.1%	
OPEN SPACE (OS)	17.3 AC ±	4.6%	
TOTAL	370.2 AC ±	100.0%	TOTAL OS + PP = 50.0 AC ± (13.5% OF RESIDENTIAL COMMUNITY)

SINGLE FAMILY COMMUNITY DATA			
	AC ±	DU/AC	SINGLE FAMILY HOMES
TRACT 1	23.9	1.0	23
TRACT 2	22.4	1.0	22
TRACT 3	49.2	3.5	172
TRACT 4	31.6	3.5	110
TRACT 5	39.1	3.9	152
TRACT 6	41.7	3.9	162
TRACT 7	45.0	3.9	175
TRACT 8	33.6	4.4	147
TRACT 9	55.1	4.4	242
TOTAL	341.6	3.53	1,205

HERITAGE FIELD NON RESIDENTIAL DATA	
	AC ±
TRACT 10	5.7
TRACT 11	5.6
TOTAL	11.3

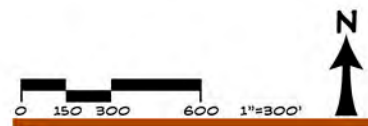
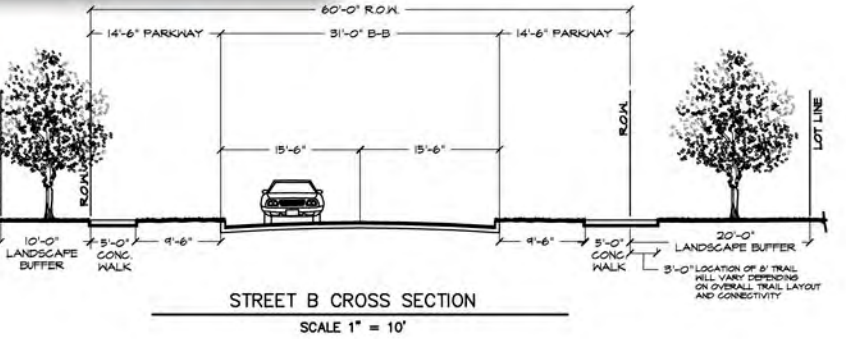
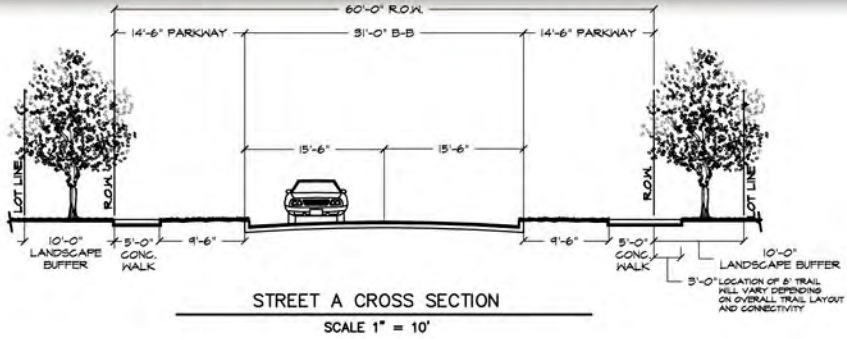
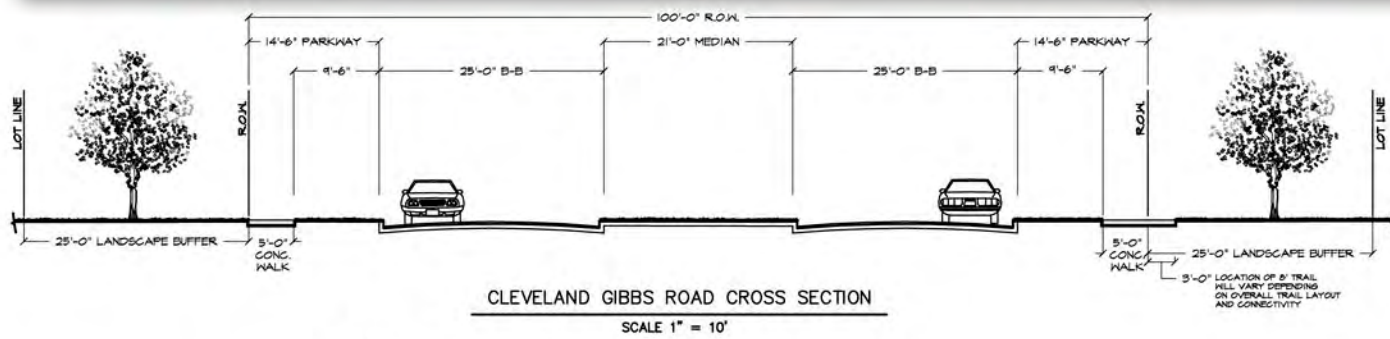


EXHIBIT B-CONCEPT PLAN

HERITAGE FIELDS NORTHLAKE, TEXAS

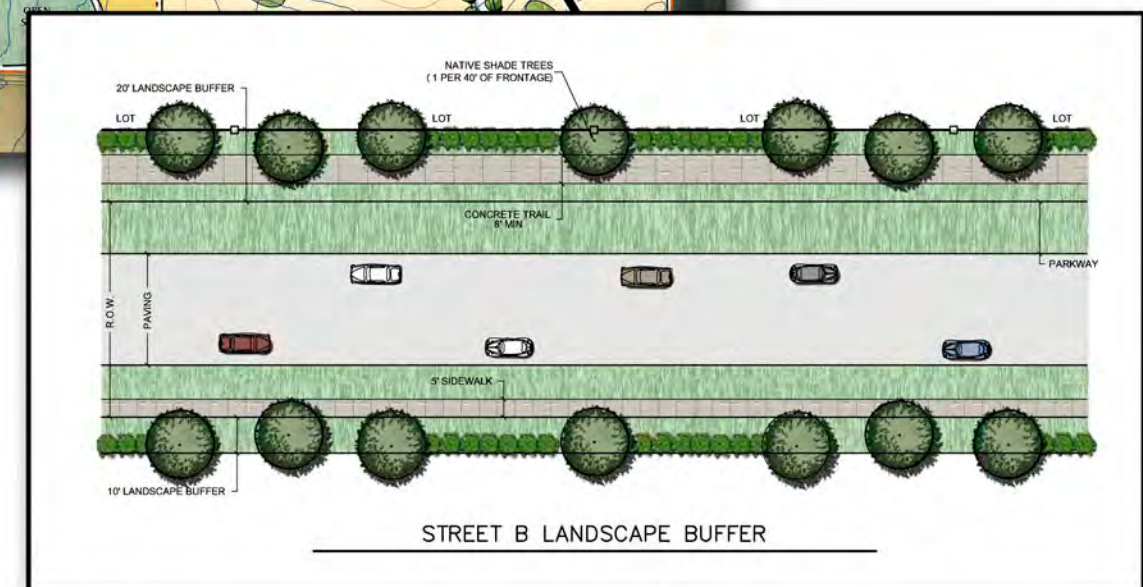
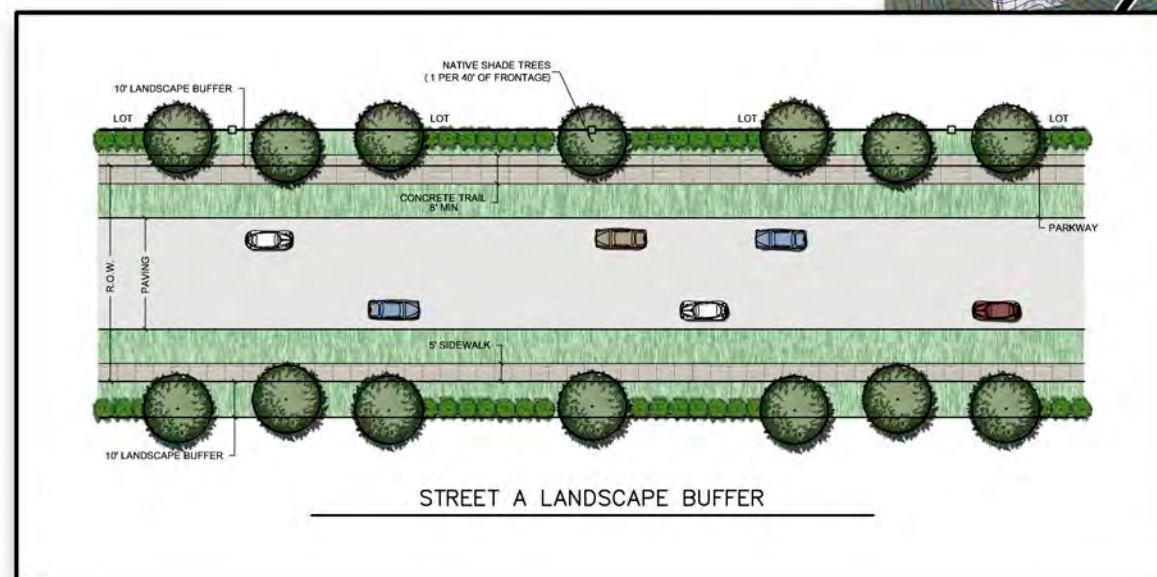
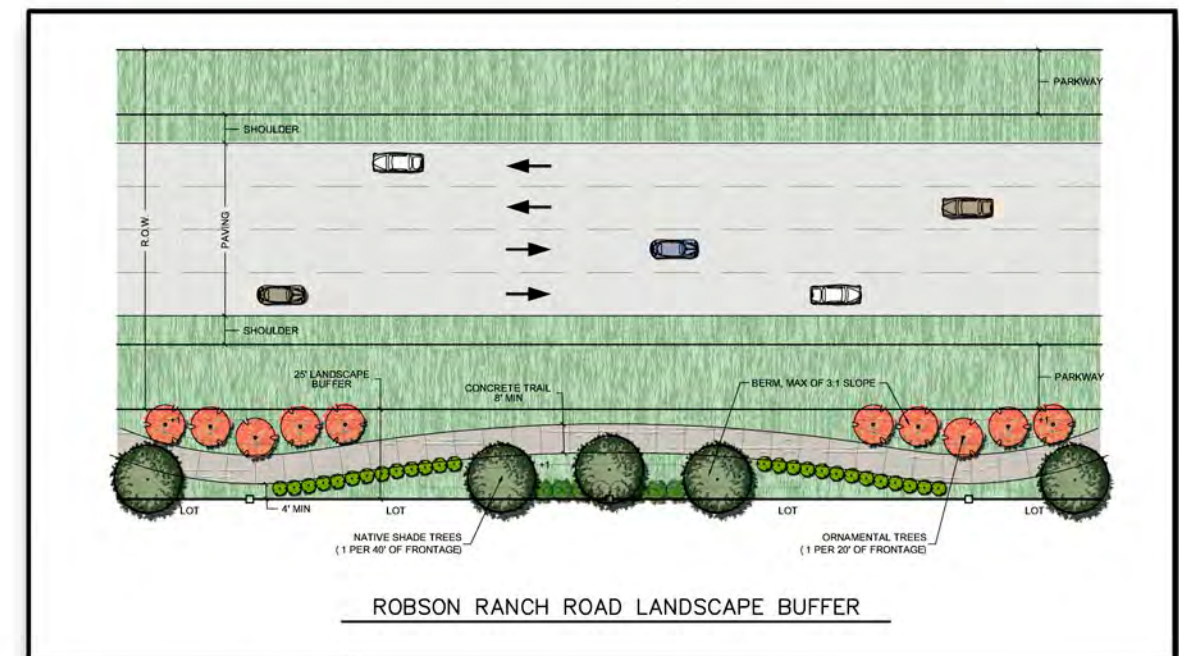
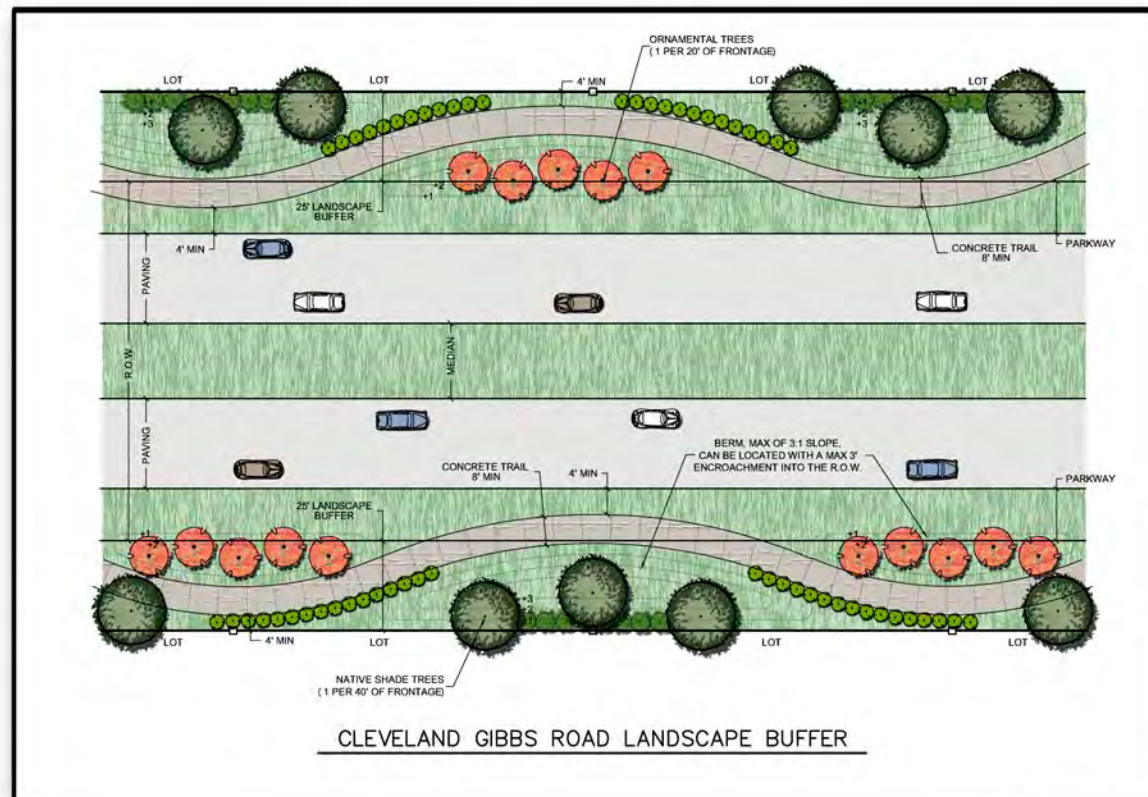


EXHIBIT B1 - COMMUNITY BUFFERS

HERITAGE FIELDS NORTHLAKE, TEXAS

JUNE 11, 2014
RYU001

ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURE
FOR REAL ESTATE DEVELOPMENT

16301 QUORUM DR. SUITE 200 B
ADDISON, TX 75001

EXHIBIT C
PLANNED DEVELOPMENT STANDARDS
HERITAGE FIELDS

COMMUNITY FRAMEWORK

Heritage Fields will be a multi-generational community where an emphasis on the pedestrian experience is balanced with the conveniences of a suburban lifestyle.

A variety of housing types will be provided to meet the needs of a complete life cycle. This will allow residents to move within the community as changes occur in their lives.

In the Heritage Fields community, public and private spaces are given equal importance. Open spaces and common areas are interspersed throughout the community. Also, where possible, the natural features of the property are emphasized to provide for a balance within the community.

GENERAL STANDARDS

1. The design and development of the Heritage Fields community shall take place in general accordance with the attached Concept Plan.
2. The maximum number of homes in the Heritage Fields community shall be 1,204. (3.53 homes/gross acre).
3. A minimum of 13.5% (50 acres) of the residential component (Tracts 1-9 on Exhibit B-Concept Plan) within the Heritage Fields community shall be used as open space.

For purposes of this section, “open space” shall be defined as those areas within Tracts 1-9, as shown on Exhibit B-Concept Plan, which are not used for single family lots or street rights-of-way.

Each residential tract shall have, at a minimum, 2 acres of the total open space acreage. The 2 acres may be dispersed throughout the tract. In order for the open space to be counted towards meeting the 2 acre requirement, it must be at least 0.5 acres in size. This open space shall be a component of the overall 13.5% requirement.

Another element of the required open space shall be a community amenity center. The amenity center site shall be at least 4 acres in size. Components of the amenity center shall include, at a minimum, a junior Olympic size swimming pool, splash pool, bathrooms, bbq grills, picnic tables, shade structures, playground equipment, and an off-street parking lot.

The open space shall be owned by a Homeowners Association unless the Town wishes to accept any and/or all of the land as public park land.

The open space shall be maintained by a Homeowners Association if the property is owned by the Homeowners Association. At the discretion of the developer and Town, a Public Improvement District (PID) may be established and used for maintenance and operation purposes.

With the exception of the swimming pool area(s), which shall be accessed through a gate, all other open spaces and amenities within the community shall be accessible to the public.

The open space, including the community’s amenity center, provided within the Heritage Fields community, shall be recognized as meeting all of the Town of Northlake’s acreage and/or parkland dedication fee requirements for public and/or private open space for the Heritage Fields community.

DEVELOPMENT STANDARDS

Tracts 1 and 2

Tracts 1 and 2 are intended to be comprised of single family detached homes with a density of approximately one home per acre.

Permitted uses allowed in Tracts 1 and 2 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 1 and 2 shall be developed in accordance with the (RE) Rural Estate District of the Northlake Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot width: 100'. On cul-de-sacs and/or elbows, the minimum lot width shall be 90'. The minimum street frontage for all lots at the front property line shall be 30'.
2. Minimum lot depth: 200'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 180'.
3. Minimum rear yard: 25' for the primary structure. Accessory structures shall have a minimum rear yard of 10'.
4. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 3 and 4

Tracts 3 and 4 are intended to be comprised of single family detached homes with a minimum lot width of 70' (SF-70), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 3 and 4 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 3 and 4 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 8,400 square feet.
2. Minimum lot width: 70'. On cul-de-sacs and/or elbows, the minimum lot width shall be 60'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 120'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 110'.
4. Minimum front yard: 25'. An unenclosed porch may encroach into the front setback by a maximum of 10'.

5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,800 square feet.
8. Maximum lot coverage: 40%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 5-7

Tracts 5-7 are intended to be comprised of single family detached homes with a minimum lot width of 60' (SF-60), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 5-7 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 5-7 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 6,900 square feet.
2. Minimum lot width: 60'. On cul-de-sacs and/or elbows, the minimum lot width shall be 50'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 115'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 105'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 20' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,800 square feet.
8. Maximum lot coverage: 45%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 8 and 9

Tracts 8 and 9 are intended to be comprised of single family detached homes with a minimum lot width of 50' (SF-50), together with public or denominational schools, churches, and public open spaces to create basic neighborhood units where the combination of these uses is appropriate. This type of development pattern is intended for areas which are properly buffered and protected from non-residential uses, pollution and environmental hazards, or from high volumes of traffic.

Permitted uses allowed in Tracts 8 and 9 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 8 and 9 shall be developed in accordance with the Town of Northlake's Unified Development Code as it exists or may be amended, except as indicated below.

1. Minimum lot area: 6,000 square feet.
2. Minimum lot width: 50'. On cul-de-sacs and/or elbows, the minimum lot width shall be 40'. The minimum street frontage for all lots at the front property line shall be 30'.
3. Minimum lot depth: 110'. On cul-de-sacs and/or elbows, the minimum lot depth shall be 100'.
4. Minimum front yard: 20'. An unenclosed porch may encroach into the front setback by a maximum of 10'.
5. Minimum side yard: 5'. The minimum side yard on a corner lot adjacent to a street shall be 15'.
6. Minimum rear yard: 10' for the primary structure. Accessory structures shall have a minimum rear yard of 5'.
7. Minimum dwelling area: 1,600 square feet.
8. Maximum lot coverage: 45%.
9. Maximum height: 2 1/2 stories or 40' for the main building.

Tracts 10 and 11

Tracts 10 and 11 are intended to provide retail and service uses for Town and neighboring residents. A nodal development pattern will be created in order to minimize strip development. The location of these tracts is intended to limit patron traffic from traversing through nearby residential areas.

Permitted uses allowed in Tracts 10 and 11 shall be all principal and accessory uses which are allowed by right in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.

Tracts 10 and 11 shall be developed in accordance with the Commercial District (C) in the Town of Northlake's Unified Development Code as it exists or may be amended.

Single Family Detached Residential Architectural Standards

1. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited from being located next to each other. Homes with the same elevation shall be prohibited from being located across the street from each other.
2. Front porches: Front porches shall not be required. However if a front porch is provided, it shall have a minimum depth of 6' and a minimum width of 10' (60 square feet minimum). Front porches shall have railings and columns. The railings and columns shall be architecturally compatible with the house's front façade.
3. A hip roof which faces the street and which comprises greater than 35% of the total width of a house's façade shall be broken up with dormers or other architecturally compatible appurtenances.
4. Exterior façade material: The homes shall be constructed with 100% masonry, exclusive of doors, windows, porches, trim, soffits, dormers, and gables. Masonry shall include brick, natural stone, simulated stone, three-part true stucco, and cementitious fiberboard.

5. Garage doors:
 - A. For homes located within Tracts 1 and 2, garage doors shall not face a public street unless they are incorporated into a mixed swing configuration or are recessed a minimum of 15' from the primary façade of the house, as shown on Attachment 1.
 - B. Garage doors may face a public street for homes located within Tracts 3-9. If a garage door faces the street, it must be setback a minimum of 3' from the primary façade of the home. For purposes of this item, when garages for 3 cars are provided and one of the garages is a swing garage, the façade of the swing garage shall be considered the primary façade of the home.
 - C. Where a garage door is provided on a detached accessory structure, and the detached accessory structure is located less than 15' behind the primary façade of house, the garage door shall not face a public street.
6. Landscaping: A minimum of 2 3" caliper trees shall be provided for each home in Tracts 1-9.
7. Accessory Structures: Accessory structures shall be developed in accordance with Section 8.2 of the Northlake Unified Development Code as it exists or may be amended, except as indicated below. For purposes of this item, an unenclosed carport shall not be considered an accessory structure.
 - A. No accessory structure shall be constructed on a lot without a principal structure.
 - B. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
 - C. A maximum of 1 accessory structure (not a detached garage) and 1 detached garage shall be permitted per lot.
 - D. Accessory structures used as a dwelling shall comply with Section 8.3 of the Northlake Unified Development code.
 - E. Accessory Structure Design:
 - i. Accessory structures with a floor area in excess of 120 square feet but less than 240 square feet shall be constructed with exterior grade wood siding or with the same materials as the principal structure.
 - ii. Accessory structures with a floor area in excess of 240 square feet but less than 600 square feet shall be constructed with the same percentage and type of materials as the primary structure.
 - iii. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

COMMUNITY DESIGN STANDARDS

1. Community buffer:
 - A. Robson Ranch and Cleveland Gibbs Roads: A minimum 25' wide landscape buffer shall be provided adjacent to the road. Berms shall be constructed within the buffer. The berms may encroach up to 3' into the right-of-way and shall not exceed a 3:1 slope.

A mix of native shade and ornamental trees shall be planted within the required landscape buffer. Native shade trees shall consist of a minimum of 33% of all tree plantings within the buffer.

There shall be 1 native shade tree per 40' of road frontage. There shall be 1 ornamental tree per 20' of road frontage. Trees shall be placed in natural groupings.

Native shade trees shall be 3 caliper inches in size at the time of planting and the ornamental trees shall be 2 caliper inches in size at the time of planting.

In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

Additionally, a minimum 8' wide, concrete trail shall be provided within the buffer. The location of the trail shall be coordinated with any trail located within adjacent developments.

- B. Street A: A minimum 10' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided along both sides.

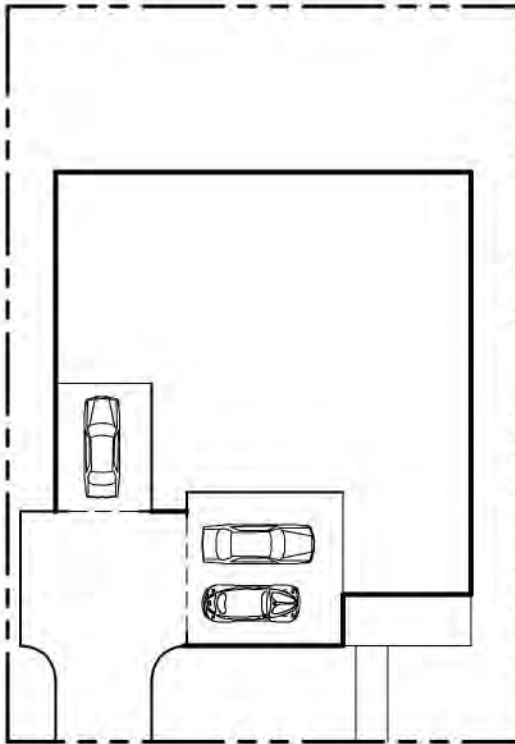
In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

Additionally, a minimum 8' wide, concrete trail shall be provided within the buffer on one side of the street.

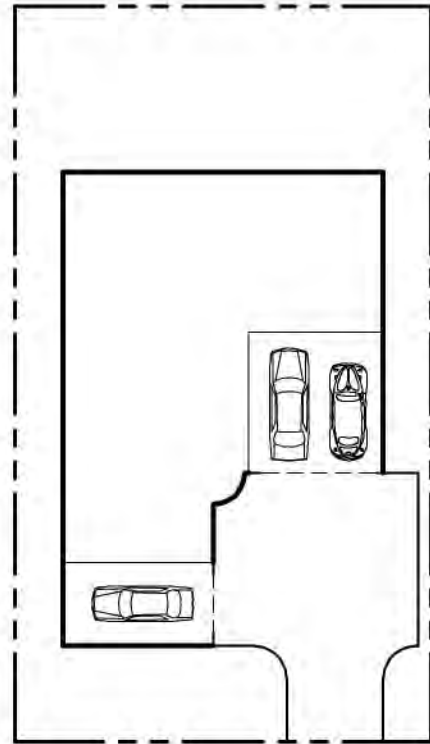
- C. Street B: A minimum 20' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided. Additionally, a minimum 8' wide, concrete trail shall be provided within this 20' buffer. A minimum 10' wide landscape buffer with 1 native shade tree per 40' of road frontage shall be provided along the side of Street B which does not have the concrete trail.

In addition to the trees, ground cover shall be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, mulched planter beds and hardscape. Where shrubs are provided, they shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.

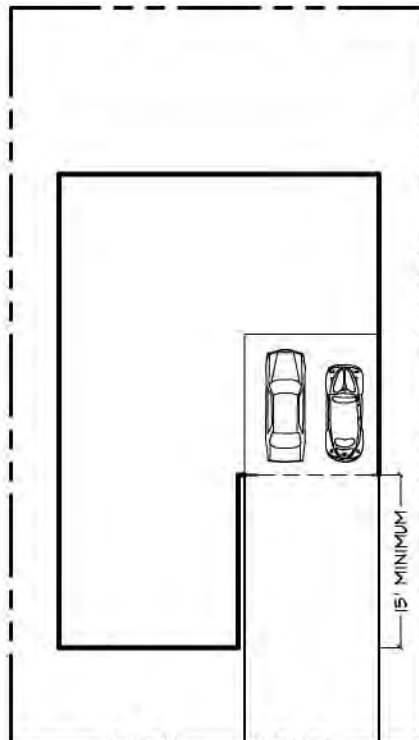
- 2. Irrigation: Landscape buffers shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by bubbler irrigation lines. Other landscaping may be irrigated by spray irrigation.
- 3. Perimeter screening shall be provided along Robson Ranch Road, Cleveland Gibbs Road, Street A, and Street B. Said screening along Robson Ranch Road shall be, at a minimum, 6' tall and constructed of brick, stone, or a combination thereof. The screening shall have masonry columns spaced at least every 100'. Along Cleveland Gibbs Road, Street A, and Street B, said screening shall be, at a minimum, 6' tall board-on-board cedar fencing. The fencing shall have metal poles and masonry columns spaced at least every 100'. The fence's rails shall face the inside of the lot. Additionally, the fencing shall be stained to a uniform, neutral brown color and be maintained by the Homeowner's Association.
- 4. Neighborhood entry features: Architectural features on masonry walls or masonry monuments shall be located at the primary entrance for each neighborhood in the Heritage Fields community.
- 5. Alleys: Alleys are allowed, but shall not be required.
- 6. A Landscape Plan shall be provided in conjunction with the preliminary plat. The plan shall comprehensively address edge treatments such as perimeter screening and landscaping and primary and secondary community entrances.



MIXED 2-CAR SWING-IN GARAGE



MIXED 1-CAR SWING-IN GARAGE



RECESSED FRONT-FACING GARAGE

ATTACHMENT 1

HERITAGE FIELDS

NORTHLAKE, TEXAS

ENGINEERING, PLANNING, AND LANDSCAPE ARCHITECTURE
FOR REAL ESTATE DEVELOPMENT

SUITE 200 DR. SUITE 200 B
FARMER, TX 75041

FEB 25, 2014
400001

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: June 28, 2018

Re: Dark Sky Lighting Requirements in Unified Development Code and Engineering Design Manual

Town Council requested a briefing on the steps necessary to make all lighting requirements “night sky” friendly including residential, commercial and street lighting. As a matter of clarification, there are a number of organizations that promote dark skies or night skies such as the International Dark-Sky Association (IDA). IDA is a voluntary membership group that offers information, resources and best practices, and awards IDA certifications. At one time, Northlake was a member.

Sec. 8.5 of the Unified Development Code (UDC) governing residential and commercial lighting was heavily influenced by a number of IDA best practices. Single-family residential lighting requirements include a limit of illumination on neighboring single-family residential property measured at the neighboring property line of 0.25 foot-candles. In addition, lighting shall be shielded as to not shine directly on adjacent single-family structures. Nonresidential and multifamily residential requirements include the submittal of outdoor lighting plans with building permit applications, shielding requirements for 80° cut-off, and a limit of illumination on adjacent nonresidential property of 2.25 foot-candles and 0.25 foot-candles on adjacent residential property.

If Council has areas of the UDC which can be more stringent, staff can investigate further. The challenge of any lighting regulation is finding the balance between personal safety and property protection versus reducing light pollution. Which brings us the greatest challenge, ensuring the safety of pedestrians when on or near vehicular traffic, specifically through street lighting.

The UDC “does not regulate lighting in public road rights-of-way.” Standards for street lights in the public right-of-way are included in the Engineering Design Manual (EDM) which includes a standard detail for “shoebox” type street lights which have been primarily used for commercial areas and thoroughfares (pertinent sections of the EDM are attached).

CoServ, as electric utility, provides street light installation and maintenance services only for specific street light fixtures but not the cost of the fixture nor the ongoing electric bill. Any fixture outside of their inventory are the sole responsibility of the municipality including cost of fixture, installation,

maintenance and electric. Council is probably most familiar with Old Town which is installed in North Ridge Estates and Prairie View Farms and Yale in The Highlands (information sheets attached).

The costs of street lighting fixtures are the responsibility of the developer if through CoServ. In addition, the Town requires the developer to pay the first two years of electric afterwards the Town takes over costs. If the developer chooses a street light not part of the CoServ inventory, they are responsible for installation as well. Historically, the Town has required the ongoing maintenance of the non-CoServ street lights to be the responsibility of homeowner association or special district.

In addition, CoServ no longer adds new types of fixtures to their inventory. However, CoServ has started replacing all metal halide and high-pressure sodium bulbs with light-emitting diodes (LEDs). The replacement LEDs will have a whiter light but of a lower intensity. Northlake currently maintains the "shoebox" street lights in the commercial and industrial areas at SH 114 and IH-35W. CoServ previously had a standard "shoebox" type street light and is in the process of selecting an LED version to be included in the inventory. A detail of the metal halide "shoebox" street light is attached. The new LED "shoebox" should look similar.

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

Sec. 8.5 *Outdoor Lighting Regulations*

A. Applicability

All outdoor electrically powered illuminating devices shall be installed in conformance with the provisions of this section, the Building Code, NEMA, and the Electrical Code of the Town as applicable and under appropriate permit and inspection. These lighting standards shall apply to all uses in the Town. Unless otherwise stated, this ordinance does not regulate lighting in public road rights-of-way.

B. Single-Family Residential Requirements

1. General Lighting Requirements

- a. The limit of illumination on neighboring single-family residential property shall be measured in foot-candles at the neighboring property line and shall not exceed 0.25 foot-candles.
- b. Lighting shall be shielded as to not shine directly onto adjacent single-family structures.

C. Non-Residential and Multi-Family Residential Requirements

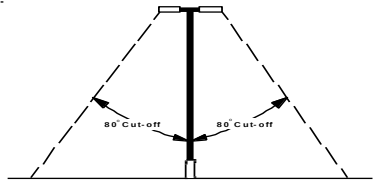
1. Outdoor Lighting Plan

An Outdoor Lighting Plan must be submitted as part of any required site plan or landscape plan on all non-single family properties, including rights-of-ways, public easements, franchises and utility easements for approval by the Town Administrator or his/her designee. An Outdoor Lighting Plan shall be submitted prior to issuing a building permit. Plans shall include the following:

- a. Layout of the proposed fixture locations.
- b. The light source.
- c. The luminous area for each proposed light source with proposed foot-candle measurements.
- d. The type and height of the light fixture or of the light source above grade.
- e. The type of illumination.

2. General Lighting Requirements

- a. Unless otherwise provided herein, illumination, where required by this UDC, shall have intensities and uniformity ratios in accordance with the current recommended practices of the Illuminating Engineering Society of North America (IESNA) as from time to time amended.
- b. Unless otherwise provided herein, all building lighting for security or aesthetics will be fully shielded type, not allowing any upward distribution of light. Wallpack type fixtures are acceptable only if they are fully shielded with 80° cut-off.



- c. No use or operation in any district shall be located or conducted so as to produce glare, or either direct or indirect illumination across the bounding property line from a source of illumination into a residentially zoned property, nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property. For the purposes of this section, a nuisance shall be defined as more than twenty-five hundredths (0.25) of one foot-candle of light measured at the residential property line and two and twenty-five hundredths (2.25) foot-candles of light at any adjoining nonresidential property line.
- d. Shielding shall be required in all outdoor lighting installations as specified below:

Table 8.3 Shielding Requirements on Lighting Fixtures	
Lamp Type	Shielding Required
Low Pressure Sodium (LPS)	Fully Shielded, with 80° cut-off
High Pressure Sodium (HPS)	Fully Shielded, with 80° cut-off
Metal Halide	Fully Shielded, with 80° cut-off
Mercury Vapor	Fully Shielded, with 80° cut-off
Fluorescent	Fully Shielded, with 80° cut-off
Incandescent	Fully Shielded, with 80° cut-off
Low intensity Neon, Krypton or Argon Discharge Tubes	Unshielded Permitted
Halogen	Prohibited

3. Illumination

- a. Measurement: Illumination levels of outdoor lighting shall be measured by a qualified professional according to generally accepted IESNA methods.
- b. Computation of Illumination: Illumination at a point may be computed in lieu of measurement. Computation methods shall consist of a generally accepted IESNA method, using certified photometric data furnished by the fixture manufacturer, lamp manufacturer, photometric laboratory, or other reliable authority satisfactory to the Town. Computations shall be based on new, properly seasoned lamps, diffusers and other appurtenances in place, and with proper regard taken for mounting height, relative elevation, natural and manmade objects.
- c. Limitations on neighboring property: The limit of illumination on neighboring property from one (1) establishment shall be by zoning of the neighboring property. Maximum computed or measured foot-candles at the neighboring property line shall not exceed:

Table 8.4 Illumination Limitations	
Land Use Type	Footcandles
Single-Family Residential Uses	0.25
Non-Residential & Multi-Family Uses	2.25

4. Lighting Parameters

- a. All non-essential lighting shall be turned off after business hours, leaving only necessary lighting for site security.
- b. Floodlights, accent, aesthetic and security lights must be fully shielded and no uplighting shall be permitted except that lighting of seventy five (75) watts or less are excepted if necessary for security purposes.
- c. Parking lots and vehicle movement areas shall not exceed a maximum illumination value of ten (10) foot-candles nor a minimum illumination value of one (1.0) foot-candles. Lamps in decorative lantern type fixtures shall not exceed a maximum of one hundred (100) watts. Total pole and fixture height shall not exceed a maximum of thirty two (32) feet, measured from grade at the base. Taller poles may be considered in some situations upon approval of a Special Exception by the BOA.
- d. Display, building and aesthetic lighting must be fully shielded to prevent direct glare and/or light trespass. The lighting must also be substantially contained to the target area.
- e. The maximum outdoor initial computed or measured luminance level on an establishment property shall not exceed twenty (20) foot-candles outdoors at any point, except that lighting under canopies (such as service stations) shall not exceed forty (40) foot-candles.
- f. All non-single-family uplighting requires the submission of a photometric plan and approval of a Specific Use Permit (SUP).

5. Public and Semi-Public Recreational Facilities

Any light source permitted by this section may be used for lighting of outdoor recreational facilities (public or private), such as, but not limited to, football fields, soccer fields, baseball fields, softball fields, tennis courts, or show areas, provided all of the following conditions are met:

- a. Any illumination level exceeding a maximum of twenty (20) foot-candle must receive prior approval by the BOA.
- b. All fixtures used for event lighting shall be fully shielded, or be designed or provided with sharp cut-off capability, so as to minimize up-light, spill-light, and glare.
- c. All events shall be scheduled so as to complete all activity before or as near to 10:30 p.m. as practical, but under no circumstances shall any illumination of the playing field, court, or track be permitted after 11:00 p.m. except to conclude a scheduled event that was in progress before 11:00 p.m. and circumstances prevented concluding before 11:00 p.m.

6. Prohibited Lighting Element

Unless otherwise authorized, the following shall be prohibited except upon prior approval of a Special Exception by the BOA:

- a. Laser Source Light. The use of laser source light or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizon is prohibited.
- b. Searchlights: The operation of searchlights for advertising purposes is prohibited.
- c. Floodlights: The use of floodlights is prohibited.

d. Halogen.

7. Exemptions:

- a. All temporary emergency lighting needed by the Police or Fire Departments or other emergency services, as well as all vehicular luminaries.
- b. All hazard warning luminaries required by Federal regulatory agencies are exempt from the requirements of this section, except that all luminaries used must be red and must be shown to be as close as possible to the Federally required minimum lumen output requirement for the specific task.
- c. Any luminaire of seventy five (75) watts or less provided the accumulated illumination of all luminaries does not exceed seventy five (75) watts.
- d. Seasonal decorative lighting.
- e. The lighting of a local, State or Federal flag.

8. Temporary Exemptions

Upon approval by the Town Administrator or his/her designee, temporary exemptions from the requirements of this ordinance for a period not to exceed thirty (30) days may be approved. At the discretion of the Town Administrator or his/her designee, approvals of temporary exemptions may be referred to the Town Council. Any person may submit a written request, on a form prepared by the Town for a temporary exemption request. The request shall contain the following information:

- a. Specific exemption(s) requested.
- b. Type/use of outdoor lighting fixture involved.
- c. Duration of time requested.
- d. Type of lamp and calculated footcandles.
- e. Total wattage of lamp(s).
- f. Proposed location of fixtures.
- g. Previous temporary exemption requests.
- h. Design of fixtures and type of shielding provided.
- i. Such other data or information as may be required by the Town Administrator or his/her designee.
- j. Requests for renewal of exemptions shall be processed in the same way as the original request.
- k. Each renewal shall be valid for not more than fourteen (14) days or a time period designated by the Town Administrator or his/her designee.

- I. Approval for temporary exemptions will be based on the effect of location and use of outdoor lighting fixture.
9. Nonconforming Lighting

All luminaries lawfully in place prior to the date of the UDC shall be considered as having legal nonconforming status. However, any luminaire that replaces a legal nonconforming luminaire, or any legal nonconforming luminaire that is moved, must meet the standards of this UDC.

Sec. 8.6 *Telecommunications Antennas*

A. Purpose

The purpose of this section is to further an overall plan for the enhancement of public safety, consistent community development, preservation of property values and the general welfare of the Town while providing for the communication needs of the residents and businesses in the Town. The purpose of this section is to govern the placement of these facilities to:

1. Ensure that their location and use do not compromise the aesthetic quality of the community;
2. Facilitate the provision of wireless telecommunication services to the residents and businesses of the Town;
3. Encourage operators of antenna facilities and antennas to locate them in areas where the adverse impact on the community is minimal;
4. Encourage co-location on both new and existing antenna facilities;
5. Encourage operators of antenna facilities and antennas to configure them in a way that minimizes the adverse visual impact through careful design, landscape screening, and innovative stealth techniques; and
6. Enhance the ability of wireless telecommunication providers to provide services to the community effectively and efficiently.

B. Applicability

Except as specifically provided, all new Telecommunications Towers or Antennas in the Town shall be subject to the regulations contained in this section. Preexisting Towers or Antennas lawfully in existence at the time of the enactment of this UDC shall not be required to meet the requirements of this UDC, other than those contained in sections 8.6.C.9 and 8.6.C.11 below.

Excerpt from EDM Part II - Paving

VIII. STREET LIGHT REQUIREMENTS

8.01 GENERAL

Street lights shall be installed in all new subdivisions. The Developer shall pay the costs for all street lighting. Street light luminaires shall be high pressure sodium (HPS) or metal halide (MH). Street light materials and design shall be approved by the Town.

8.02 STREET LIGHT REQUIREMENTS BY STREET CLASSIFICATION

Street light installations will vary according to the classification of street. In general installations will be as follows:

- a. Residential Streets: For residential streets, street lights shall be installed at each intersection, at major curves, at ends of cul-de-sacs, and at intervals of between 200 and 400 feet. Luminaires shall be either 100 Watt HPS or 175 Watt MH and mounted on poles at least 11 feet high as shown on standard details for street lights.
- b. Collector Streets: For collector streets, street lights shall be installed at each intersection, at major curves, and at intervals of between 200 and 400 feet. Luminaires shall be either 100 Watt HPS or 175 Watt MH and mounted on poles at least 11 feet high with pole type to be approved by the Town.
- c. Major Arterials: For major arterial streets, street lights shall be installed at each intersection, at major curves, and at intervals of between 200 and 300 feet. Luminaires shall be either 250 Watt HPS or 250 Watt MH and mounted on poles at least 30 feet high with pole type to be approved by the Town. Where a major arterial traverses a single-family neighborhood light fixtures shall be either 100 Watt HPS or 175 Watt MH and mounted on poles at least 11 feet high with pole type to be approved by the Town.

8.03 STREET LIGHT LOCATIONS

Street lights shall be installed in the public right-of-way, in a location at least three (3) feet behind the face of curb. Where there is no curb, street lights shall be installed at least eight (8) feet from the edge of pavement. Street lights on major arterials shall be installed in the median, where a median exists. In conjunction with the development of any subdivision, street light location and installation shall be coordinated with Coserv Electric and the Town. Installations in state right-of-way shall be coordinated with TxDOT and the Town.

8.04 PLAN SUBMITTAL REQUIREMENTS

Street light plans shall be submitted as part of the overall construction plans associated with the related project. The plans shall include the following:

- a. A layout of the entire subdivision showing the location of each street light.
- b. A plan for the location of underground conduits. All street lights shall be served by underground electric unless approved in writing by the Town. All wiring shall be placed in minimum two (2) inch schedule 40 PVC conduit.
- c. Standard street light details.

8.05 COSTS

The developer shall be responsible for all engineering and plan preparation costs required for installation of street lights.

GENERAL CONSTRUCTION NOTES:

PRE-CONSTRUCTION

- Contractor shall notify Public Works Director (940-648-3290) 7 days minimum before beginning work on this project.
- Contractor shall attend a pre-construction meeting before beginning work on this project.
- Developer shall list the type of Street Light pole or poles to be installed for the proposed project site.

FOUNDATIONS

- Dimensions shown on plans for locations of street light foundations, conduit and other items may be varied to meet local conditions; subject to approval of Town Engineer.
- Contractor shall contact the Town for inspections prior to pouring street light foundations and excavating for conduit runs.
- No street light poles shall be placed on foundations prior to seven days following placement of concrete.
- Contractor shall clean up and remove all loose material resulting from construction operations.
- Street light pole foundations shall be Class C (3000 P.S.I.) concrete.
- All foundations shall be 24 inches in diameter unless shown otherwise.
- Foundation piers shall be drilled plum, the top of foundation poured level, the top 3 inches of the exposed pier (height) above finished grade shall have the sonotube removed.
- Top of foundation shall be 3 inches above the finished grade unless shown different on plans.
- Anchor bolts shall extend above the top of the foundation concrete as shown on Anchor Bolt Detail.
- Anchor bolts, ground rod, all reinforcing and conduit shall be in place before pouring concrete in pier foundations.
- Pier foundations shall have one continuous concrete pour.
- Street light foundations shall have a chamfered edge (beveled) at the top; see foundation details on sheet L2.

FOUNDATION PLACEMENT

- Foundations in medians shall be placed in the center of the median.
- Foundations shall not be drilled within 3 feet of a water line or Fire Hydrant.
- In residential areas foundations shall be placed in the street right of way (R.O.W.) in line with the property line between lots and at the break of the radius point of the street curb at street intersections.
- Foundations shall not be placed in sidewalks (or location of future sidewalks) or sidewalk ramps.

CONCRETE POURS

Contractor shall notify the Public Works Director (940-648-3290) or his designated Inspector in advance (between 8:00 AM & 5:00 PM) of all concrete pours. Inspector must be present when concrete is placed on the project site.

EXISTING UTILITIES

- Approximate location of known underground utilities has been shown on the plan sheets for the project. The Engineer assumes no responsibility for the accuracy of the utility locations shown on the plans.
- It is Contractor's responsibility to make arrangements with the owners of underground facilities prior to working in the area to confirm their exact location and to determine whether any additional facilities other than those shown on the plans may be present. The Contractor shall preserve and protect all underground facilities.
- Contractor shall be responsible for the following at no additional cost to the Town:
 - Preventing any property damage to property owner's poles, fences, shrubs, mailboxes, etc. Any damaged property will be restored as directed by Director of Public Works.
 - Landscaping and Sprinkler System - the contractor shall adjust and repair any existing landscaping and the sprinkler systems as directed by the Director of Public Works to allow for the placement of all street light equipment. This shall be done in a manner equal to or better than the areas adjacent to the damaged areas.
 - Providing access to all driveways during construction.
 - Protecting all underground and overhead utilities and repair any damages.
- No additional payment will be made for relocation of any foundations or conduit due to location of existing utilities.
- Texas State Law, Article 1436C, makes unlawful the operation of equipment or machines within 10 feet of any overhead electrical line unless danger against contact with high voltage overhead lines has been effectively guarded against pursuant to the provisions of the article. When construction operations require working near an overhead electrical line, the Contractor shall contact the owner/operator of the overhead electrical line to make adequate arrangements and to take necessary safety precautions to ensure that all laws, electrical line owner/operator requirements and standard industry safety practices are met.
- If any Town of Northlake water or sewer utility is in the vicinity of a proposed pole foundation (within 3.0 feet), then the Contractor will hand dig to uncover the line and verify that the proposed pole foundation location is satisfactory. The Contractor shall be liable for all damages done, and restoration to utilities as a result of his/her operations.

DRAINAGE

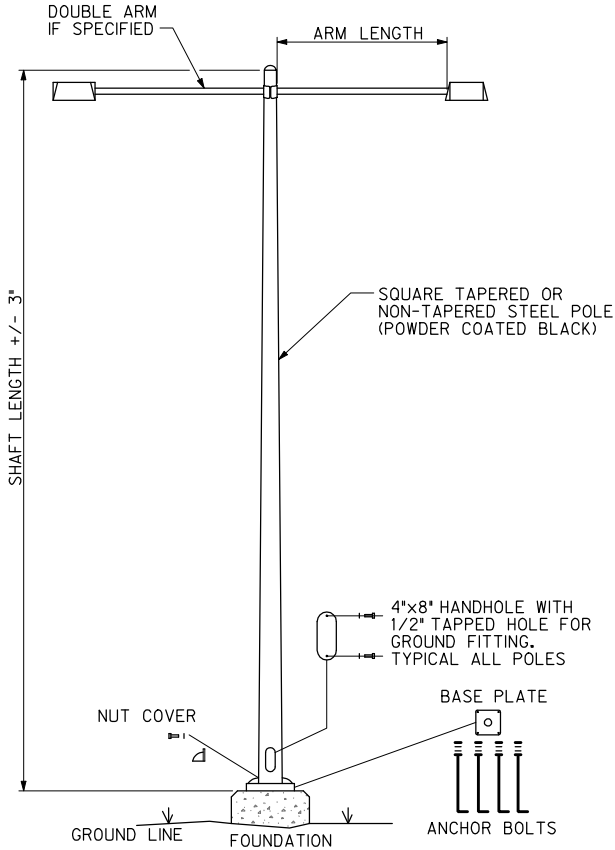
Any obstruction to existing drainage due to Contractor's operations shall be corrected by the contractor as required by the Public Works Director at the Contractor's expense.

PERMITS

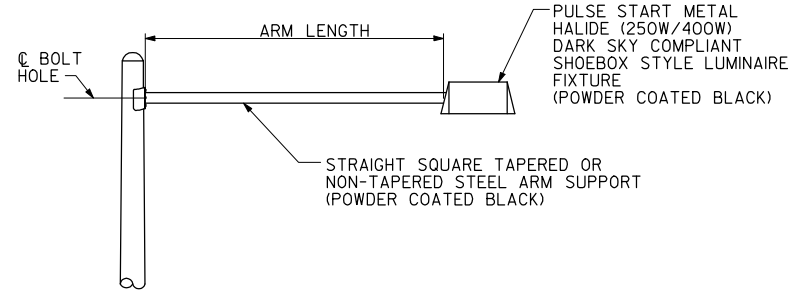
Contractor shall obtain and pay for all permits as required to work in Town right-of-way.

ELECTRICAL

- All conduit under ground shall be 2 inch schedule 40 PVC and placed 24 inches to 36 inches deep.
- Conduit above ground shall be 2 inch rigid galvanized metal.
- Conduit shall be installed in a trench free of rocks that would damage the conduit and first 2 inches of backfill shall be free of rocks.
- All conduit shall start or end in a ground box, foundation or at a transformer pad along with a 1/4 inch polly line (pull string) with a break strength of 500 pounds or more.
- Each change of direction in the conduit run requires a ground box (pull box).
- The unit of measure for conduit placement is the straight line distance between ground boxes, foundations or transformer pads.
- Conduit shall be placed inside on easement or street right-of-way as shown on the plans. When placed in easements, the location of conduit shall be 30 inches off lot lines to avoid being damaged by fence post placement.
- All electrical conduit, wiring, electrical connections, etc. shall be installed according to the National Electric Code.



SINGLE PIECE STEEL POLE SHAFT



STREET CLASSIFICATION	POLE TYPE	POLE MOUNTING HGT. FT	MINIMUM SHAFT SIZE AT BASE	ARM LENGTH (SINGLE OR DOUBLE)	GAUGE (MIN.)	DRILLED SHAFT FOUNDATION TYPE
LOCAL	A	25	7.5"	6'	#11	TYPE I
M2U OR COLLECTOR	B	30	8.0"	6'	#11	TYPE II
M4D & M4U	C	35	8.5"	8'	#11	TYPE III
P6D	D	40	9.5"	8'	#11	TYPE III

LUMINAIRE SUPPORT ARM

L-1

CERTIFICATION:

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

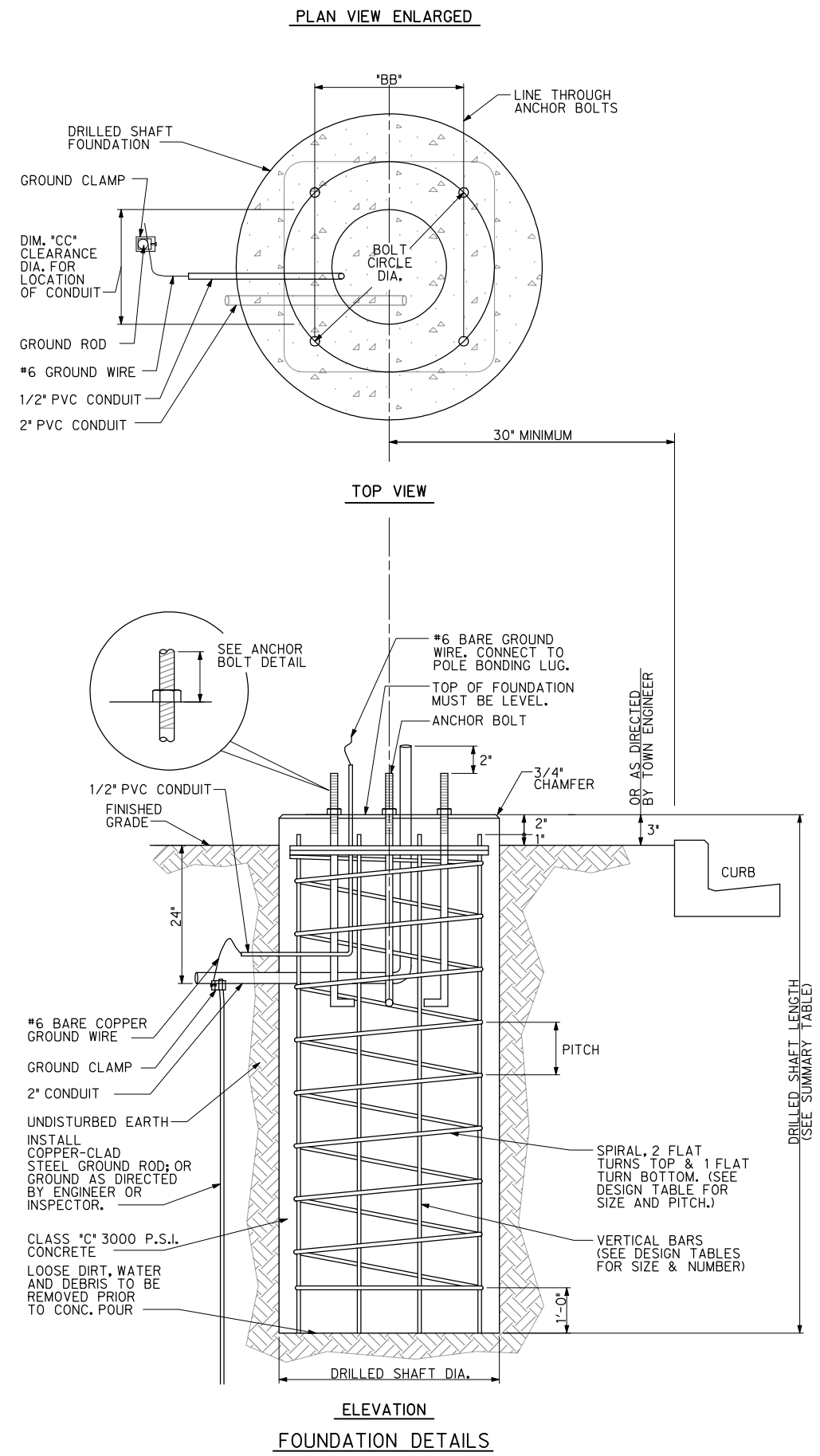
STREET LUMINAIRE

POLE DETAILS & GENERAL NOTES



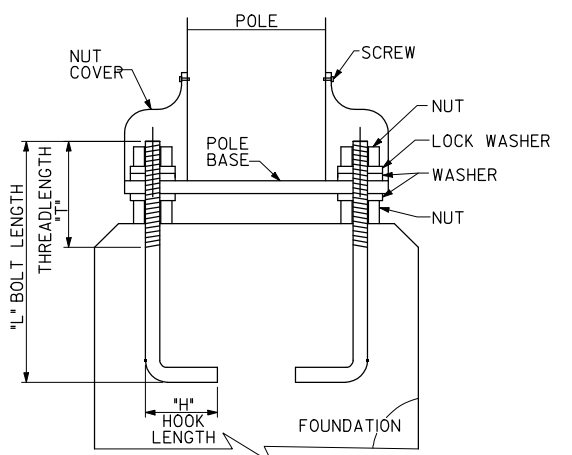
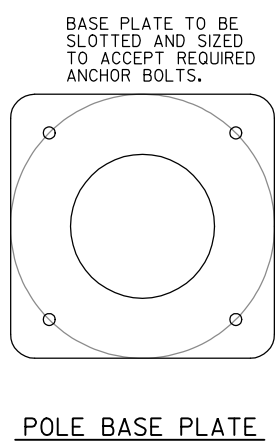
THE TOWN OF NORTHLAKE TEXAS

DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
CITY	HALFF	CITY	APRIL 2010	N.T.S.		—



- NOTES:**
- 1. IF ROCK IS ENCOUNTERED, THE DRILL SHAFT SHALL EXTEND A MINIMUM OF TWO DIAMETERS INTO SOLID ROCK AND HAVE A MINIMUM OF 6 FEET SHAFT DEPTH FOR FND. TYPE III.
 - 2. ANCHOR BOLTS SHALL BE GALVANIZED THE FULL LENGTH.
 - 3. SUPPLY 2 NUTS, 2 WASHERS & 1 LOCK WASHER WITH EACH ANCHOR BOLT.

FND. TYPE	DRILLED SHAFT DIA	REINFORCING STEEL		DRILLED SHAFT LENGTH (FEET)	GROUND ROD SIZE	ANCHOR BOLT DESIGN					DIM. "CC" DIA. FOR LOCATION OF CONDUIT	FOR POLE TYPE (ALSO DOUBLE ARM)
		VERT BARS	SPIRAL & PITCH			ANCHOR BOLT DIA	ANCHOR BOLT TOTAL LENGTH	BOLT CIR DIA	ANCHOR TYPE NO.	DISTANCE ACROSS BOLTS DIM. "BB"		
I	24"	4-#5	18" x #3 @ 6"	6	5/8" x 8'	1"	40"	10 1/2"	47	7 7/16"	6 1/2"	A
II	24"	4-#5	18" x #3 @ 6"	8	5/8" x 8'	1"	40"	11"	47	7 3/4"	7"	B
III	30"	6-#5	24" x #3 @ 6"	10	5/8" x 8'	1 1/4"	54"	13"	51	9 3/16"	8 1/2"	C & D



TYPE NO.	BOLT DIA. (IN.)	LENGTH "L" (IN.)	HOOK "H" (IN.)	THREAD "T" (IN.)	HEIGHT ABOVE FOUNDATION
47	1	36	4	6	4 1/2"
51	1 1/4"	48	6	9	5 1/4"

ANCHOR BOLT DETAIL
NOTE: ANCHOR BOLTS SHALL BE GALVANIZED THE FULL LENGTH.

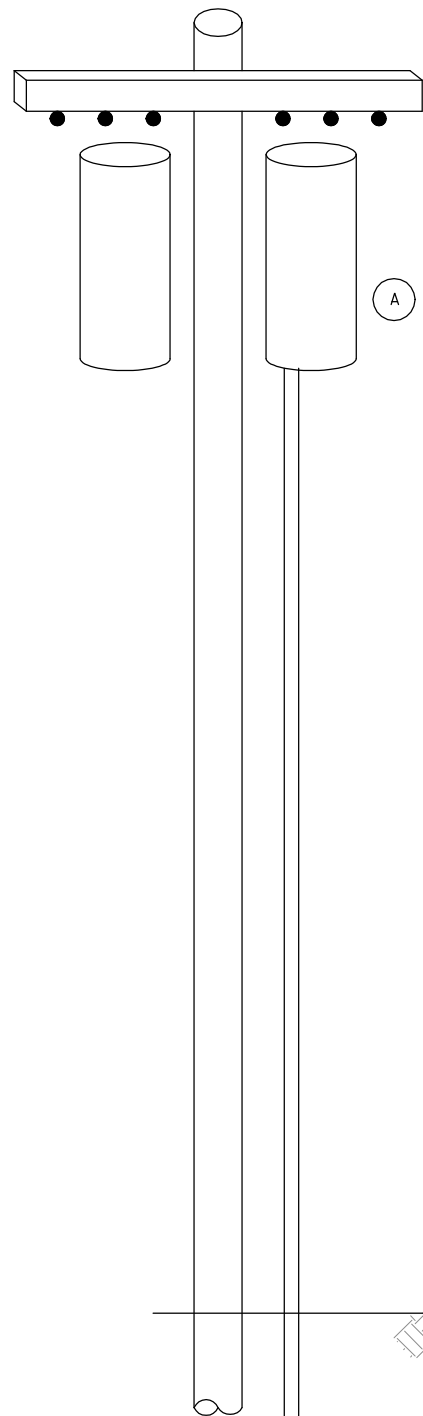
ANCHOR BOLT INSTALLATION PROCEDURE:
ANCHOR BOLT THREADS SHALL BE TAPED PRIOR TO POURING CONCRETE. THREADS OF ANCHOR BOLTS SHALL BE COATED WITH PIPE JOINT COMPOUND PRIOR TO INSTALLATION OF UPPER NUTS WHEN ERECTING POLE. AFTER POLE IS PLUMBED AND IN PERMANENT ALIGNMENT, THE EXPOSED THREADS OF PAINTED BOLTS SHALL BE CLEANED AND AN ADDITIONAL COATING OF ZINC-RICH PAINT APPLIED TO SEAL THE BOLT THREAD-NUT JOINT.

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

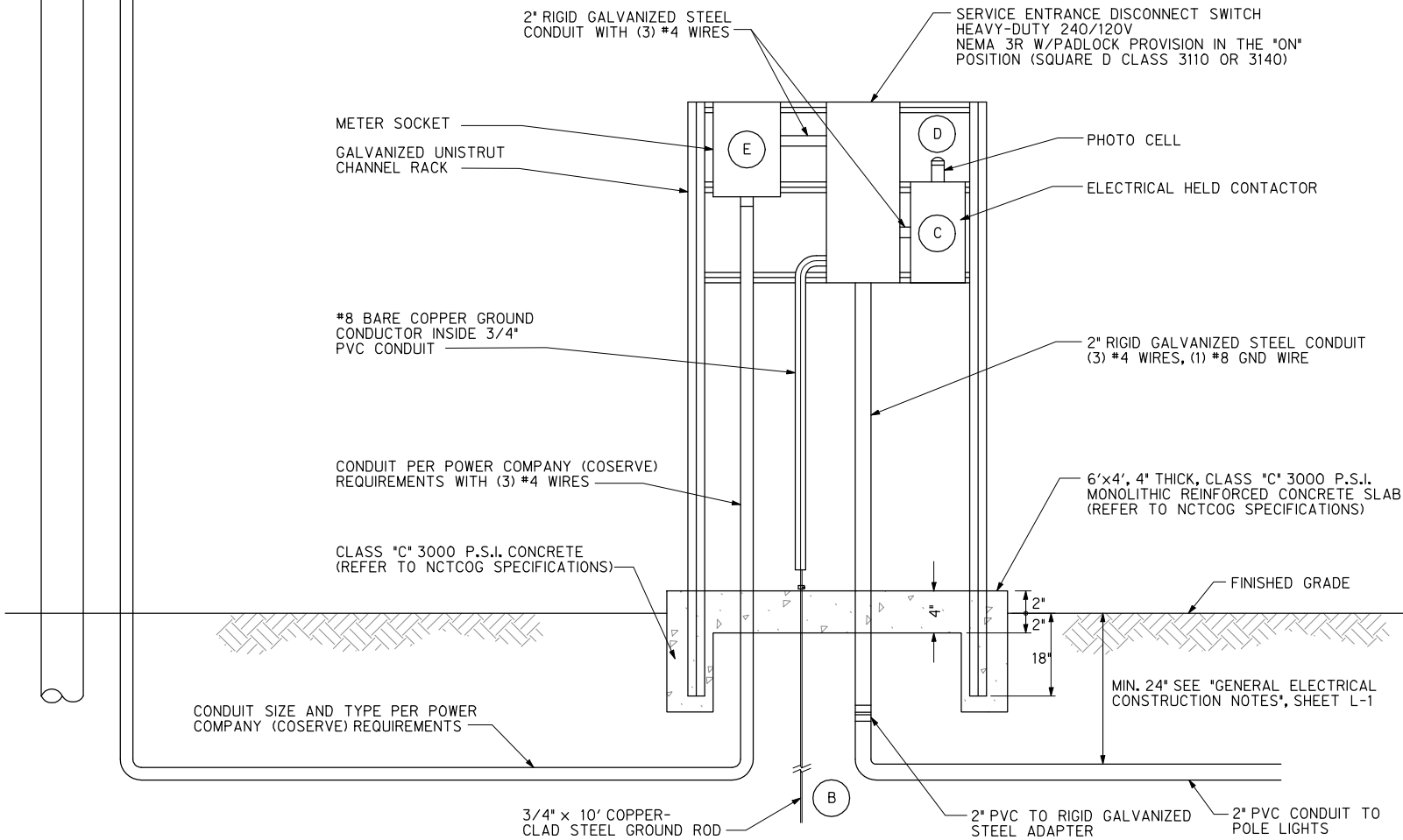
STREET LUMINAIRE
POLE FOUNDATION DETAILS

THE TOWN OF NORTHLAKE TEXAS

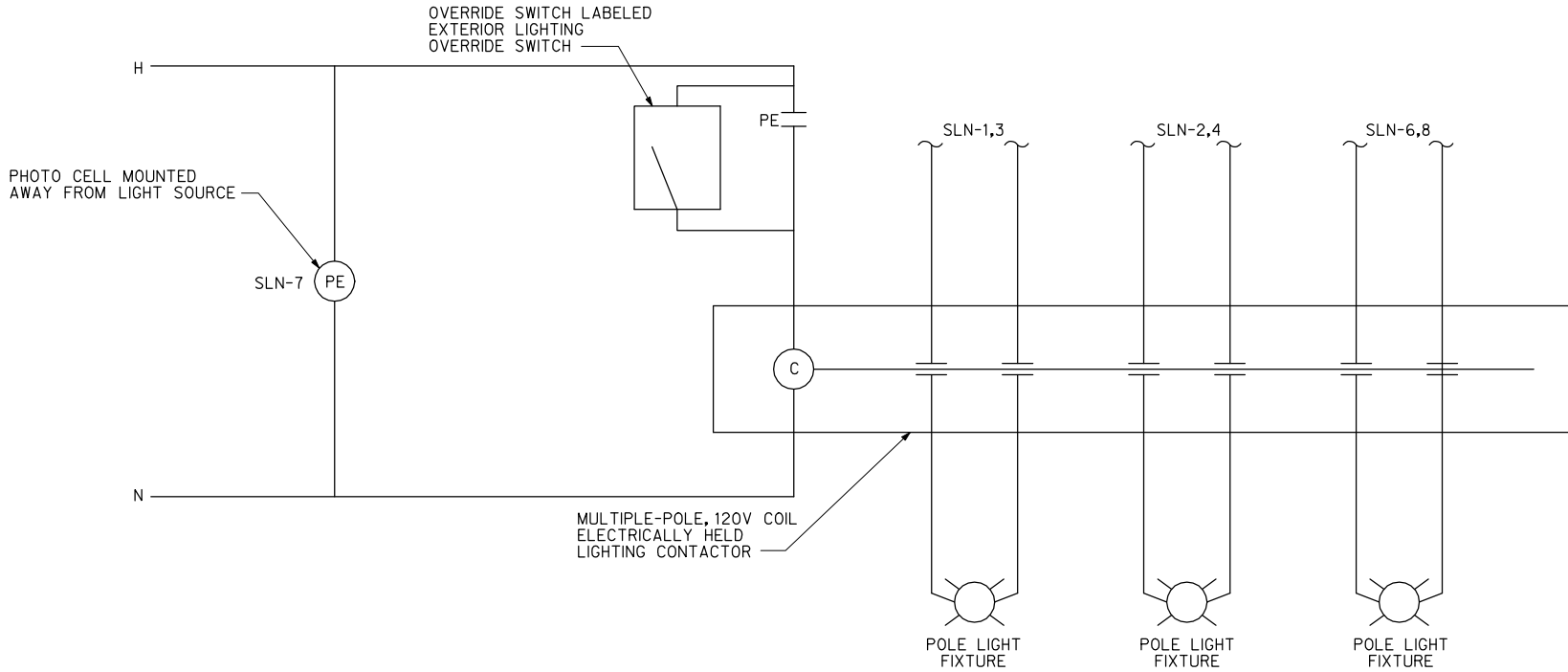
DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
CITY	HALFF	CITY	APRIL 2010	N.T.S.		



NOTE:
CONTRACTOR SHALL COORDINATE POWER
DROP WITH LOCAL ELECTRIC COMPANY (COSERVE)



SERVICE RACK DETAIL



OUTDOOR LIGHTING CONTROL SCHEMATIC

- (A) POWER COMPANY (COSERVE) POLE MOUNTED TRANSFORMER PER POWER COMPANY (COSERVE) REQUIREMENTS.
- (B) PROVIDE #8 THHN BARE COPPER WIRE INSIDE 3/4" PVC CONDUIT GROUNDED FROM SERVICE PANEL TO GROUND ROD WITH CADWELL CONNECTION INSERTED THRU THE CONCRETE SLAB.
- (C) 20 AMP ELECTRICAL HELD CONTACTOR WITH 2-WIRE 120 VOLT CONTROL VOLTAGE. PROVIDE MULTIPLE-POLE CONTACTOR CONTROLLING EXTERIOR LIGHTING CIRCUITS.
- (D) PHOTO CELL MOUNTED AWAY FROM LIGHT SOURCE.
- (E) METER SOCKET (VERIFY WITH COSERVE).

L-3

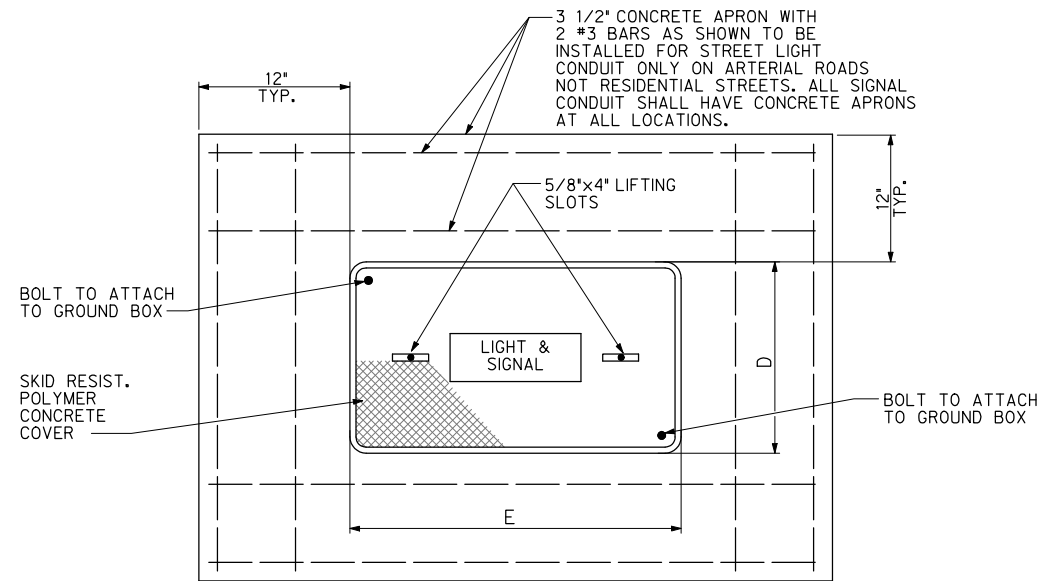
CERTIFICATION:
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**STREET LUMINAIRE
ELECTRICAL CONNECTION DETAILS**

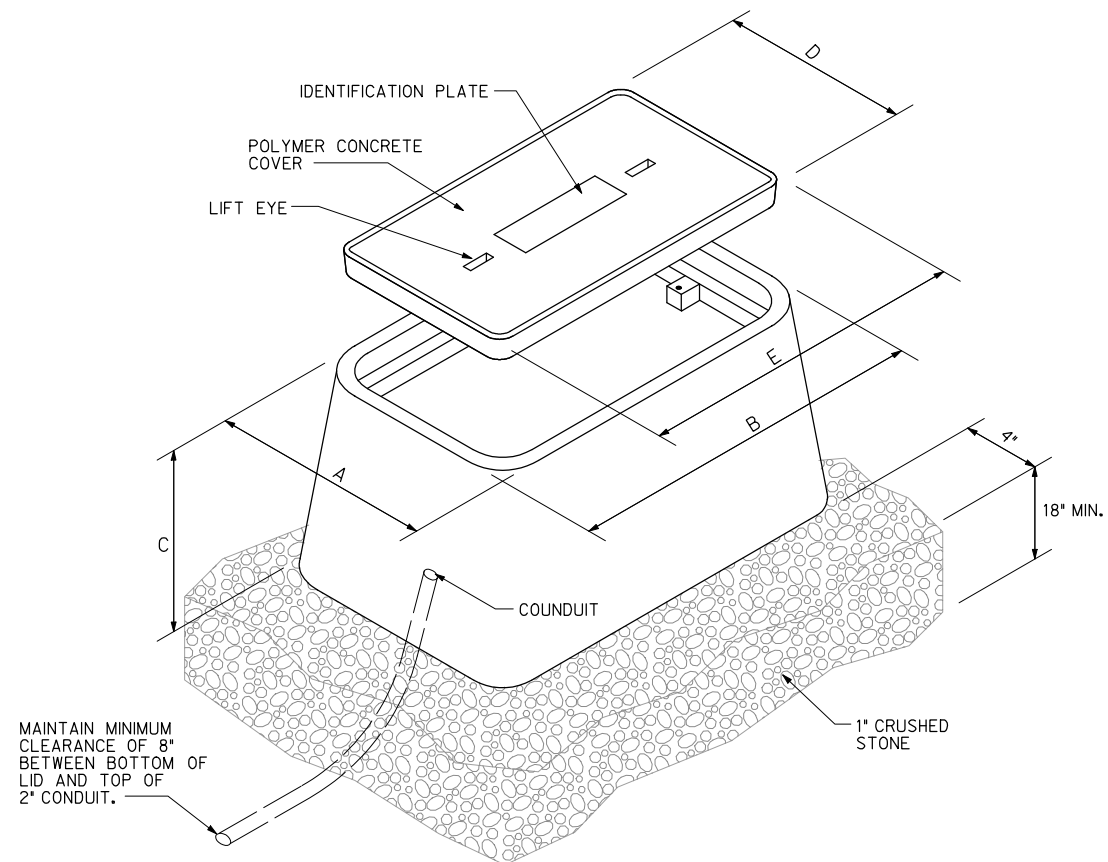


THE TOWN OF NORTHLAKE
TEXAS

DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
CITY	HALFF	CITY	APRIL 2010	N.T.S.		



COVER

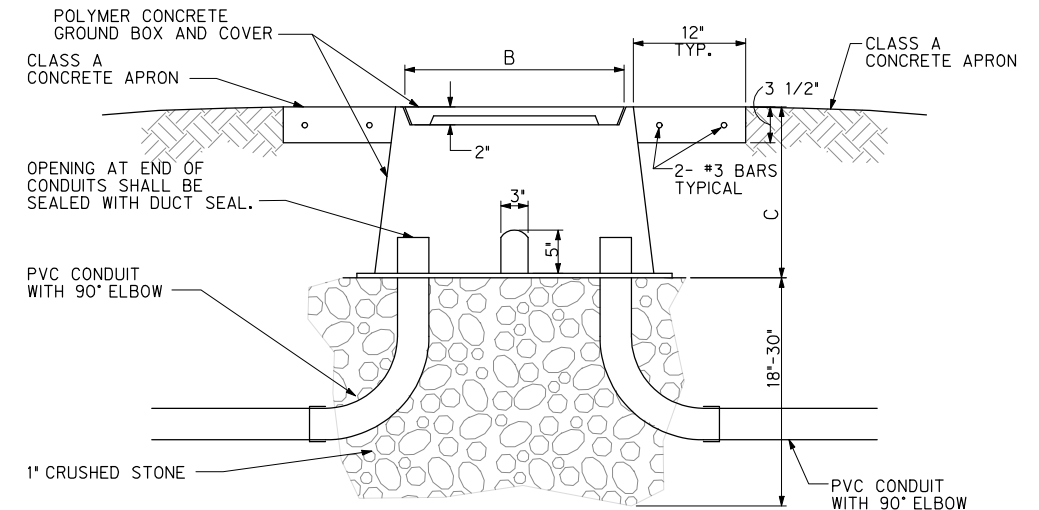


GROUND BOX NOTES

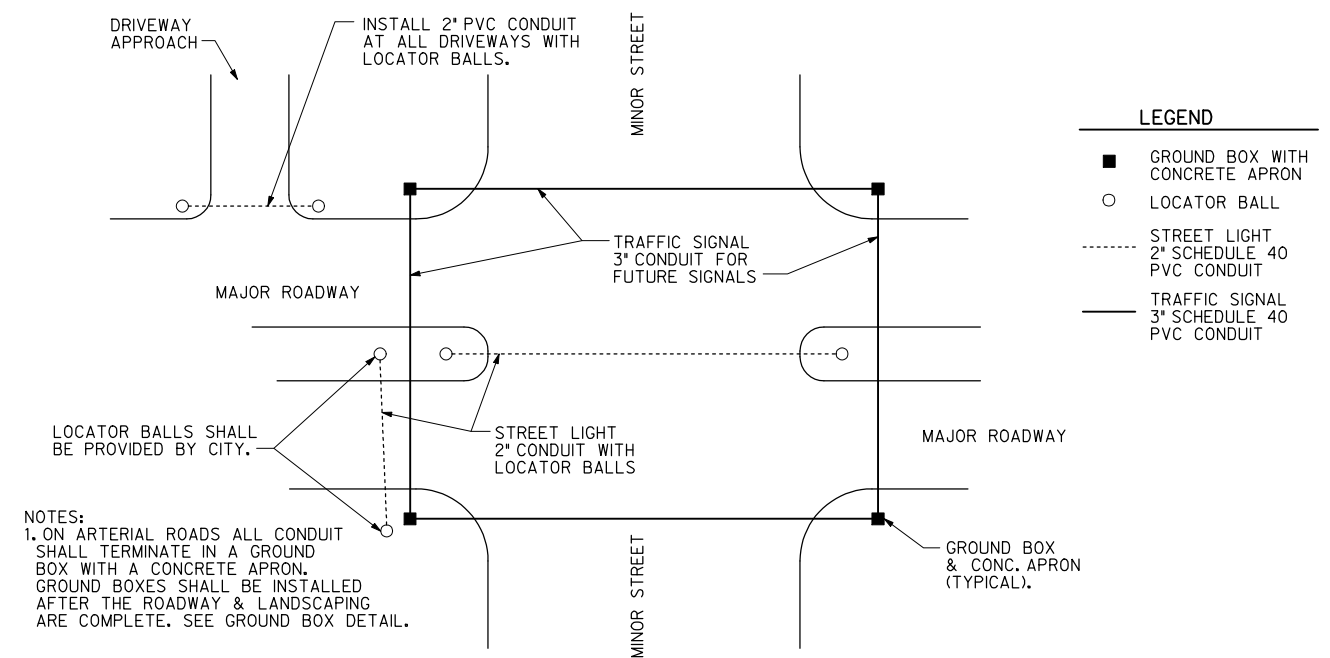
GROUND BOXES AND COVERS SHALL BE MANUFACTURED FROM REINFORCED POLYMER CONCRETE (RPM) COMPOSED OF BOROSILICATE GLASS FIBER, A CATALYZED POLYESTER RESIN AND AN AGGREGATE. SIDE WALLS MAY BE FIBER REINFORCED POLYMER. BOTTOM EDGE OF BOX OR EXTENSION SHALL BE FOOTED WITH A MINIMUM 1 1/4" FLANGE. COVER LIFT EYE -----MOLDED WITH COVER COVER LETTERING-----1" INCISED LETTERS "LIGHT & SIGNAL" GROUND BOX AND COVER MUST BE ABLE TO WITHSTAND A MINIMUM 12,000 LB PER WHEEL LOAD. LOAD REQUIREMENTS SHALL BE TESTED BY AN INDEPENDENT LABORATORY AND A CERTIFICATION OF SUCH TESTS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL. THE GROUND BOXES FOR THE PROJECT SHALL MEET THE REQUIREMENTS SHOWN ABOVE. THE CONTRACTOR SHALL BE PERMITTED TO FURNISH LIKE MATERIALS OF ANY MANUFACTURER PROVIDED THEY ARE OF EQUAL QUALITY AND COMPLY WITH THE SPECIFICATIONS.

GROUND BOX DETAIL
(PULL BOX)

	NOMINAL BOX DIMENSIONS			NOMINAL COVER DIMENSIONS	
PULLBOX	A	B	C	D	E
SMALL	16 1/4"	23 1/4"	12"	11 3/8"	18 1/8"
LARGE	20 3/4"	32 1/2"	12"	19 1/2"	31 1/2"



DIMENSIONS OF BOX AND
ACCOMPANYING FIELD INSTALLATION



NOTES:
1. ON ARTERIAL ROADS ALL CONDUIT SHALL TERMINATE IN A GROUND BOX WITH A CONCRETE APRON. GROUND BOXES SHALL BE INSTALLED AFTER THE ROADWAY & LANDSCAPING ARE COMPLETE. SEE GROUND BOX DETAIL.

TYPICAL CONDUIT PLACEMENT
AT NEW ROAD CONSTRUCTION

L-4

CERTIFICATION:

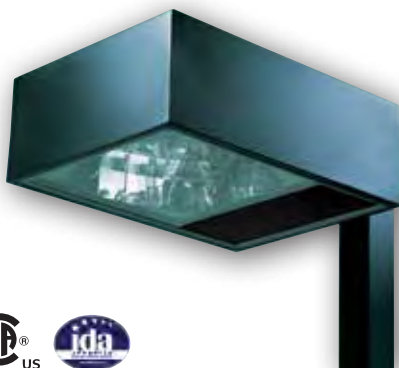
THIS TOWN OF NORTHLAKE STANDARD DETAIL SHEET IS AUTHORIZED FOR USE IN THIS PROJECT BY THE ENGINEER WHOSE SEAL APPEARS ON THIS SHEET. THIS ENGINEER IS ALSO CERTIFYING THAT THE CONTENT OF THE DETAILS AND NOTES ON THIS SHEET HAVE NOT BEEN ALTERED FROM THAT RECEIVED FROM THE TOWN OF NORTHLAKE.

STREET LUMINAIRE CONDUIT & GROUND BOX DETAILS



THE TOWN OF NORTHLAKE
TEXAS

DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.
CITY	HALFF	CITY	APRIL 2010	N.T.S.		

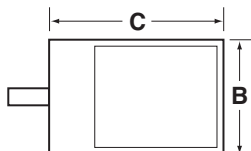


- Lightweight, rugged, one-piece formed and welded aluminum for smooth construction and weather-proofing; Pre-drilled for mounting; Decorative embossed band and reveal colors available
- Extruded aluminum doorframe with rigid corner bracing and die-cast zinc latches for tool-free entry; Quality silicone gasketing seals out insects, dirt and moisture; Decorative silk screening conceals electrical compartment; Flat tempered and impact-resistant glass provides sharp full cut-off
- Extruded arms along with multiple adapters provide mounting flexibility
- IDA fixture seal of approval
- Mogul porcelain socket, pulse-rated, with spring-loaded, nickel-plated center contact and reinforced lamp grip screw shell; Medium base for ED-17 lamp
- Rotatable hydroformed and High Performance segmented reflectors available in IES type II, III, IV and V distributions; H2P (multifaceted hydroformed); H3P/H4P/H5P (segmented)
- 250w - 400w CWA type, HPF ballast, starting rated at -20°F (-40°F for HPS)
- Removable Powr-Panl® available for maintenance and installation ease
- Durable Lektrocote® TGIC thermoset polyester powder coat paint finish assures long life and maintenance-free service
- Listed to UL1598 for use in wet locations

ORDERING INFORMATION

RCS - [] - [] - [] - [] - [] - []		F - [] - [] - []			
SERIES	SOURCE/WATTAGE	LAMP ORIENT./DISTR.	LENS	COLOR	OPTIONS
RCS Raven Small (250-400w)	PULSE START METAL HALIDE P25 250w (ED-28) P32 320w (ED-28) P40 400w (ED-28)	H2P Horiz. II High Performance Series (multi-faceted hydroformed) H3P Horiz. III High Performance Series (segmented) H4P Horiz. IV High Performance Series(segmented) with integrated house-side shield H5P Horiz. V High Performance Series (segmented)	F Flat	DB Dark Bronze BL Black WH White GR Gray PS Platinum Silver RD Red (premium color) FG Forest Green (premium color) CC Custom Color (consult factory)	W(X) Wiring prep (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) RPA2 Round pole adapter (2 3/4-3 1/8") RPA3 Round pole adapter (3 1/4-3 3/4") RPA4 Round pole adapter (3 7/8-4 1/2") RPA5 Round pole adapter (5") RPA6 Round pole adapter (6") F(X) Fusing (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) P(X) Photobutton (replace X with voltage: 1-120, 2-208, 3-240, 4-277) PR(X) Photo cell receptacle (replace X with voltage: 1-120, 2-208, 3-240, 4-277, 5-480, 6-347) QZ Quartz RS with lamp HS ³ Internal house-side shield (Except type V distribution) VG Polycarbonate vandal guard RP Power Panel R(XX) Reveal (EB option must be chosen also); Replace XX with color EB Embossed band L Lamp
MOUNT	HIGH PRESSURE SODIUM	VOLTAGE			
A4 Arm mount (includes 4" rigid arm) A10 ¹ Arm mount (includes 10" rigid arm) WB ² Wall bracket (arm not required nor included) WBA4 Wall bracket with 4" rigid arm WBA10 Wall bracket with 10" rigid arm O No arm or wall bracket (only order without arm or wall bracket when they are ordered as an accessory)	S25 250w (ED-18) S40 400w (ED-18)	Q Quad-Tap® 120/208/240/277V 5 480V T Tri-Tap® 120/277/347V E 50Hz, 220/240V (250 & 400w PSMH & HPS only) V Five-tap 120/208/240/277/480V O No ballast 1 120V (350 & 400w eHID) J 208/240/277V (350 & 400w eHID only) O 120/208/240/277V (150 & 240w eHID only) F 347V			

- 2 Required for 90° configurations
3 FDMLH direct mount hardware kit required
4 Not needed with H4P optics



NOTE: All poles to be drilled with #2 pattern
SEE PAGE 615 FOR ACCESSORIES

	A	B	C	EPA	Weight
RCS	8 1/2"	16 1/4"	23 1/2"	1.7 ft²	42 lbs.
	203mm	413mm	591mm	0.2 m²	19.1 kg

Note: EPA and weight values do not include mounting arm
See Spaulding EPA Value pgs. 622-623 for more detailed information



HUBBELL
Outdoor Lighting



A850SRLED OLD TOWN SERIES

LED

CLICK
FOR FAQ's



EPA
1.21 (ft²)
WEIGHT
32 LBS

RATED
IP65
IP 65

LUMEN
RANGE
2570 to
10845

LIFE
SPAN
L70
UP TO
100,000
HOURS

7 YEAR
WARRANTY
7



JOB NAME

FIXTURE TYPE

MEMO

BUILD A PART NUMBER

ORDERING EXAMPLE: **2A-A850SRLED-5P-4ARC45T5-MDH03-A-PEC-FHD/480PM/4212FP4/BKT**

Mounting Config.	Fixture	Fitter	LED	CCT	Type	Driver	Lens	Option Photocontrol	Option Term. Block	Option GFI	Option Fuse	Option House Side Shield	Option Deco. Ring	Arm See Arm Spec Sheets	Pole See Pole Spec Sheets	Finish

Mounting Configuration

(Click here to link to mounting configuration specification page)

- IW • 2A • 3A90 • 1AM
- PT • 2A90 • 3APT • 2AM
- 1A • 2APT • 4A • 450PB
- 1APT • 3A • 4APT

W = Wall Mount PT = Post Top APT = Post Top Arm Mid-Mount A = Arm Mount AM = Arm Mid-Mount PB = Pier Base

Fixture

- A850SRLED

Fitter

- 5P¹ • 991¹ • 995¹ • OLF3¹
- 73 • 992¹ • BD4 • OLF4¹
- 74 • 993¹ • BD5 • 588
- 990¹ • 994¹ • BD7 • C2097¹

¹ Add "T" after fitter designation for optional "Twist-lock" fitter.

LED

- 6ARC • 4ARC • 3ARC • 2ARC

CCT - Color Temperature (K)

- 45(00) • 35(00) • 27(00)

Type

- T2 • T3 • T3R • T4 • T5

Driver

- MDL03 (120v-277v, 350Ma)
- MDH03 (347v-480v, 350Ma)
- MDL05 (120v-277v, 525Ma)
- MDH05 (347v-480v, 525Ma)

Lens

- A (Acrylic) • P (Polycarbonate)

Options

- PEC Electronic Photocontrol (120v-277v)
- R² Receptacle Only for Twist-Lock Photocontrol
- R1² Twist-Lock Photocontrol & Receptacle (120v-277v)
- SRR Solid Roof: Receptacle Only for Twist-Lock Photocontrol
- SRR1 Solid Roof: Twist-Lock Photocontrol & Receptacle (120v-277v); 3-PIN

R1-80906

- TB² Terminal Block
- G² 15A Duplex GFI for Utility Fitter
- FHD³ Double Fuse and Holder
- HSS House Side Shield
- IHSS Internal House Side Shield
- CDRCL⁴ Cast Decorative Ring with Custom Logo
- CDR Cast Decorative Ring
- PBDR⁵ Perforated Brass Decorative Ring

² For 900 series utility fitter only. ³ Ships loose for installation in base. ⁴ Consult factory for specification details.

⁵ Standard is polished, for painted ring specify PBDR-P.

Arm (Click here to link to arm specification page)

See Arms & Wall Brackets specification sheets.

- 50 • 70 • 480 • 6236 • TA • BA
- 478 • 80 • 55 • 579 • TASCR

Pole (Click here to link to pole specification page)

See Pole specification sheets.

Finish (Click here to view paint finish sheet)

Standard Finishes⁶

- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

⁶ Smooth finishes are available upon request.

Custom Finishes⁷

- CM Custom Match
- OI Old Iron
- RT Rust
- WBR Weathered Brown
- CD Cedar
- WBK Weathered Black
- TT Two Tone

⁷ Custom colors require upcharge.

Sternberg Select Finishes

- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

Specifications

Fixture

The luminaire shall be 16" diameter and 40-1/2". The acorn shall be supplied with a cast aluminum finial and a solid, cast aluminum roof which includes optimized heat sinks to provide maximum life and performance for the LED light sources. The acorn shall be sealed to the cast aluminum roof to provide a moisture-free and bug-free optics chamber for the LED light sources and Rated IP65.

Fitter - Standard

The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength. It shall have an 8-1/2" inside diameter opening to attach to the 8" neck of the acorn globe. When ordered with a Sternberg aluminum pole, the fitter shall be welded to the pole top or tenon for safety and to ensure the fixture will be plumb, secure and level over the life of the installation. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

900 Series Utility Fitter Option

The fitter shall be heavy wall cast aluminum, 360 die cast alloy for high tensile strength. It shall have a 9-1/4" inside diameter opening to attach to the 8" neck of the acorn globe. It shall have a hinged, tool-less entry door that provides open access to all of the components. The 900 series shall have an optional terminal block for ease of wiring, an optional Twist-Lock Photocontrol receptacle, an optional single GFCI outlet for auxiliary power needs. The top mounted ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 finger latches. When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon. The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly. When supplied with GFI receptacle a hole will be provided for cord and plug installation with the access door closed. When cord and plug is not in use a filler plug will be provided and shall be tethered to the fitter for easy recovery and installation.

See next page



SternbergLighting

ESTABLISHED 1923 / EMPLOYEE OWNED

800-621-3376
555 Lawrence Ave., Roselle, IL 60172
info@sternberglighting.com
www.sternberglighting.com

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A850SRLED OLD TOWN SERIES

LED

Twist-Lock Fitter (Optional)

The TL (Twist-Lock) fitter shall have an aluminum die-cast twist-lock mechanism. The tool-less 1/4 turn action allows for easy globe removal and replacement. A die-cast ring assembly is mechanically attached to the globe and is removable if the globe is broken or replaced.

LEDs

The luminaire shall use high output, high brightness LED's. They shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface. The arrays shall be roof mounted to minimize up-light. The LED's and printed circuit boards shall be environmentally friendly and 100% recyclable, they shall also be protected from moisture and corrosion by a conformal coating of 1 to 3 mils. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant. The LED life rating data shall be determined in accordance with IESNA LM-80. They shall operate in a -40°C (-40°F) to +50°C (122°F) ambient air temperature range. The High Performance white LED's will have a life expectancy of approximately 100,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C. The High Brightness, High Output LED's shall be 4500K (3500K or 2700K option) color temperature with a typical of 70 CRI. The luminaire shall have a minimum _____ (see table) delivered initial lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

Optics

The luminaire shall be provided with individual, refractor type optics applied to each LED. The luminaire shall provide Type ____ (2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with IESNA LM-79.

Electronic Drivers

The LED driver shall be U.L. Recognized. It shall be securely mounted inside the fitter, for optimized performance and longevity. The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation. It shall have overload as well as short circuit protection, and have a DC voltage output, constant current design, 50/60HZ. The LED driver shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines.

For Sources Over 50W: The driver shall have a minimum efficiency of 90%. The driver shall be rated at full load with THD<20% and a power factor of greater than 0.90.

The driver shall contain over-heat protection which reduces output to less than half rating if the case temperature reaches 85°C.

Photocontrols

Button Style: On single post top fixtures the photocontrol shall be mounted in the fitter and pre-wired to ballast. On multiple head fixture assembly's photocontrol shall be mounted in the pole shaft on an access plate and are not pre-wired as ballast housing assemblies and fitters are packaged separately for ease of wiring to source. The electronic button type photocontrol is instant on with a 5-10 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt.

Twist-Lock Style: The photocontrol shall be mounted in the utility fitter and pre-wired to ballast. The twist lock type photocontrol is instant on with a 3-6 second turn off, and shall turn on at 1.5 footcandles with a turn-off at 2-3 footcandles. Photocontrol is 120-277 volt.

Photocontrols are warranted for 2 years and electronic photocontrols are warranted for 6 years.

Warranty

Seven-year limited warranty. See product and finish warranty guide for details.

Finish

Refer to website for details.

Performance

Light Source	T2 Spec Lumens	T3 Spec Lumens	T3R Spec Lumens	T4 Spec Lumens	T5 Spec Lumens	Watts
6ARC27T-MDL05	9970	10160	10015	10030	10160	144
6ARC35T-MDL05	11375	11595	11425	11445	11595	144
6ARC45T-MDL05	12785	13025	12840	12860	13025	144
6ARC27T-MDL03	7210	7345	7315	7290	7380	96
6ARC35T-MDL03	8225	8380	8345	8320	8420	96
6ARC45T-MDL03	9245	9415	9375	9345	9460	96
4ARC27T-MDL03	4800	4940	4850	4865	4935	66
4ARC35T-MDL03	5480	5635	5535	5550	5630	66
4ARC45T-MDL03	6155	6330	6215	6235	6330	66
3ARC27T-MDL03	3635	3730	3670	3665	3740	53
3ARC35T-MDL03	4150	4260	4190	4180	4270	53
3ARC45T-MDL03	4660	4785	4710	4700	4795	53
2ARC27T-MDL03	2375	2495	2415	2440	2560	33
2ARC35T-MDL03	2715	2850	2755	2780	2920	33
2ARC45T-MDL03	3050	3200	3095	3125	3285	33



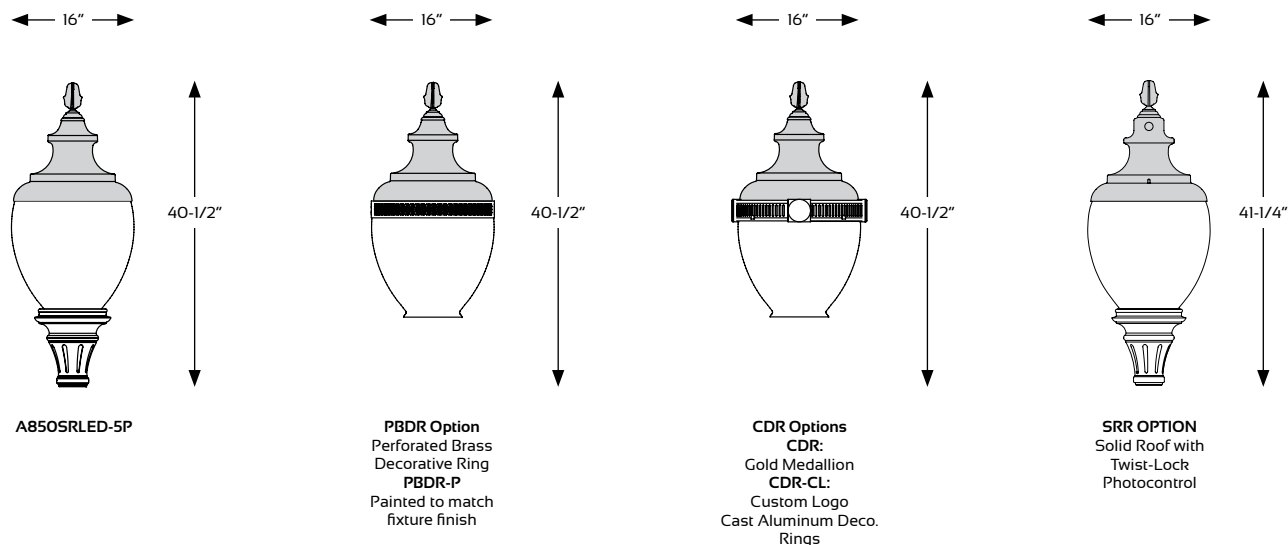
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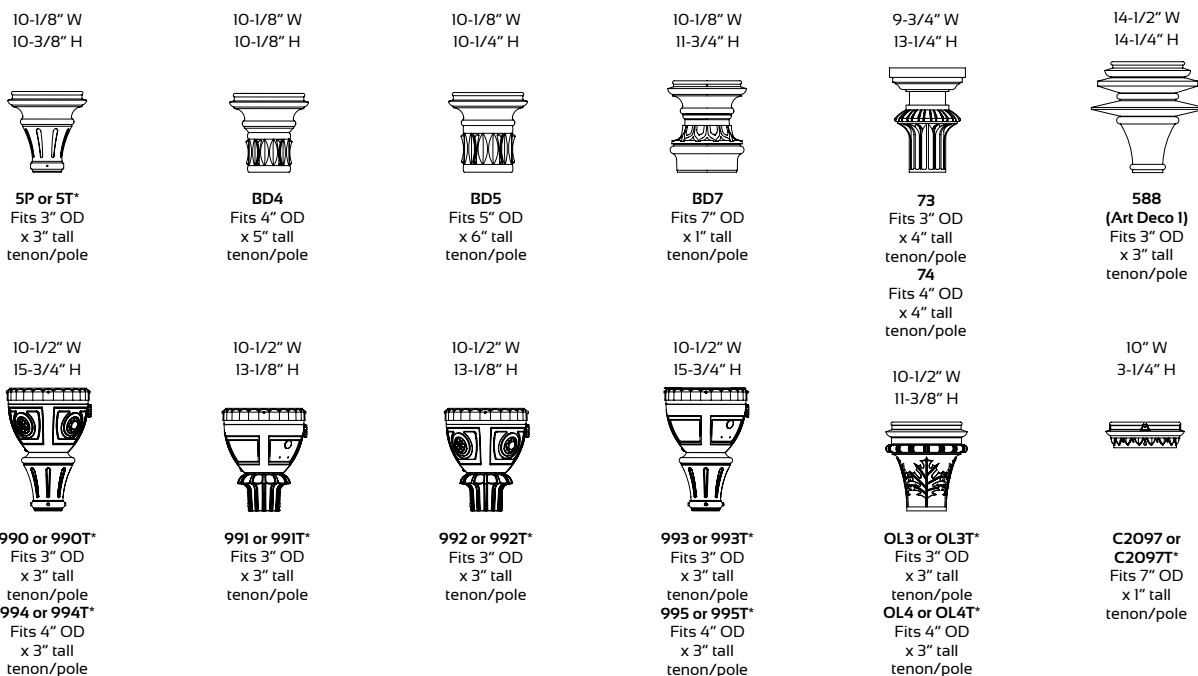
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Fixture Examples



Fitters



*Twist Lock Acorn (Fitter TL)



A670TSR LED YALE SERIES

SPECIFICATIONS

LUMINAIRE DESIGN

- The luminaire shall be a stylized victorian acorn fixture provided with a decorative cast aluminum fitter, a polycarbonate or acrylic clear textured acorn and a cast aluminum cage and roof.
- The luminaire shall be appointed with a cast aluminum decorative 4-vane finial.
- The luminaire shall have LED light sources and roof mounted, down-lighting optics.
- The luminaire shall be 18" diameter and 38 5/8" over-all height.
- The luminaire shall be E.T.L. or U.L. listed in U.S. and Canada.

FITTER - STANDARD

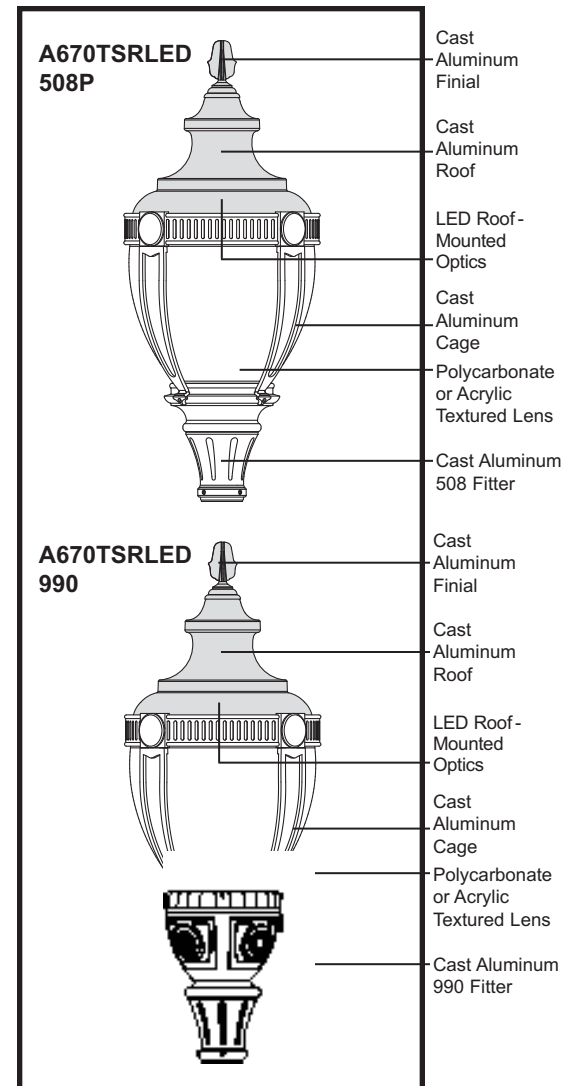
- The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength.
- It shall have an 8 1/2" inside diameter opening to attach to the 8" neck of the acorn globe.
- When ordered with a Sternberg aluminum pole, the fitter shall be welded to the pole top or tenon for safety and to ensure the fixture will be plumb, secure and level over the life of the installation.
- The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

990 FITTER SERIES OPTION

- The fitter shall be heavy wall cast aluminum, 360 die cast alloy for high tensile strength.
- It shall have a 9 1/4" inside diameter opening to attach to the 8" neck of the acorn globe.
- It shall have a hinged, tool-less entry door that provides open access to all of the components.
- The 990 shall have an optional terminal block for ease of wiring, an optional Twist-Lock Photocell receptacle, an optional GFCI outlet for auxiliary power needs.
- The top mounted ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 finger latches.
- When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon.
- The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.
- When supplied with GFI receptical a hole will be provided for cord and plug installation with the access door closed.
- When cord and plug is not in use a filler plug will be provided and shall be tethered to the fitter for easy recovery and installation.

DRIVER

- The LED driver shall be securely mounted inside the fitter, for optimized performance and longevity.



EPA = 1.40 (ft²)
WEIGHT = 48 LBS

Rated IP65

A670TSR LED YALE SERIES

SPECIFICATIONS

**LIST NO.
A670TSR LED
YALE
SERIES**

LIGHT SOURCES

- The luminaire shall use high output, high brightness LEDs.
- The LEDs shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface.
- The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to insure optimal electrical and thermal conductivity.
- The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils.
- The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant.
- The LED life rating shall be determined in accordance with LM-80.

	T2	T3	T3R	T4	T5	
LIGHT SOURCE	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	WATTS
6ARC27T-MDL05	9015	9240	9150	9050	9300	144
6ARC45T-MDL05	10290	10545	10440	10325	10615	144
6ARC35T-MDL05	11560	11850	11730	11600	11925	144
6ARC27T-MDL03	6600	6790	6675	6605	6825	96
6ARC45T-MDL03	7530	7745	7615	7535	7785	96
6ARC35T-MDL03	8460	8700	8555	8465	8745	96
4ARC27T-MDL03	4425	4560	4495	4460	4535	66
4ARC45T-MDL03	5050	5200	5125	5090	5175	66
4ARC35T-MDL03	5670	5845	5760	5718	5815	66
3ARC27T-MDL03	3330	3500	3425	3320	3460	53
3ARC45T-MDL03	3800	3920	3910	3790	3950	53
3ARC35T-MDL03	4265	4405	4394	4255	4435	53
2ARC27T-MDL03	2230	2335	2280	2240	2310	33
2ARC45T-MDL03	2545	2665	2600	2555	2640	33
2ARC35T-MDL03	2860	2995	2923	2870	2965	33

OPTICS

- The luminaire shall be provided with individual, acrylic, refractor type optics applied to each LED.
- The luminaire shall provide Type ____ (2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with LM-79.

PERFORMANCE

- The LEDs and LED driver shall operate over a -40°C (-40°F) to +50°C (122°F) ambient air temperature range.
- The High Performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C.
- The High Brightness, High Output LED's shall be 4500K (3500K or 2700K option) color temperature with a typical of 70 CRI.
- The Luminaire shall have a minimum _____ (see table) initial delivered lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

A670TSR LED YALE SERIES

SPECIFICATIONS

LIST NO.
A670TSR LED
YALE
SERIES

ELECTRONIC DRIVERS

- The driver shall be U.L. Listed.
- The driver shall have overload as well as short circuit protection.
- The driver shall be a DC voltage output, constant current design, 50/60HZ.
- The driver accepts input voltage from 120-277 (MDL). Optional 347-480 (MDH).
- The driver shall have a minimum power factor of 0.90.
- The driver shall be rated at full load with THD<20%.
- The driver is dimmable using 0-10V signal.
- The luminaire shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines.
- The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation.

CAGED ACORN

- The caged acorn shall be 18" diameter and 29 1/2" tall with an 8" diameter neck.
- The caged acorn shall be made of _____ vandal resistant, clear textured polycarbonate or dent resistant (DR) clear textured acrylic. For Acrylic, add "A" to model number.
- The caged acorn shall be supplied with a cast aluminum finial and a solid, cast aluminum roof which includes optimized heat sinks to provide maximum life and performance for the LED light sources.
- The caged acorn shall be sealed to the cast aluminum roof to provide a moisture-free and bug-free optics chamber for the LED light sources and **Rated IP65**.
- The Luminaire shall have a distinctively styled, decorative cast aluminum cage.

ARMS

- The arms shall be cast aluminum and/or extruded aluminum.
- Arms with decorative filigree shall have meticulously detailed scroll work and gracefully curved brackets.
- **(All except BAPT and 779 arms)** The arms shall be bolted to a post mount adaptor which is welded to the pole to ensure proper alignment.
- **(Twin TA and twin 579 arms)** The arms shall be attached to a decorative center hub which will fit the center tenon of the pole (not shown).

A670TSR LED YALE SERIES

SPECIFICATIONS

LIST NO.
A670TSR LED
YALE
SERIES

PHOTOCELL OPTIONS

Electronic Button Cell Option

- Photocells shall be electronic button type.
- On single post-top fixtures, the photocell shall be mounted in the fitter and pre-wired to the driver.
- On multiple head fixtures, photocells shall be mounted in the pole shaft, on an access plate. The photocell is not pre-wired since drivers are mounted in the fitters and packaged separately.
- The photocell is instant-on at 1.5 foot-candles and turns off 5-10 seconds at 2-3 foot-candles.
- The photocell is 120-277 volt.

Twist-Lock Type Option

- Photocells shall be twist-lock design, thermal-bimetallic switch type.
- **990 Fitter:** Photocells shall be mounted in the fitter on the photocell bracket and pre-wired to the driver. On multi-fixture poles the photocell shall be mounted on top of pole/arm/hangstraight. The photocell is not pre-wired on multi-fixture poles since drivers are mounted in the fitters and packaged separately.
- **Twist-Lock Roof option (SRR and SRR1):** On single-fixture poles, the photocell shall be mounted on top of roof, protected by a waterproof spinning and gasket; and pre-wired to the driver.
- Photocell time delay is 2 minutes to turn on at 1.5 foot-candles and 2 minutes to turn off at no more than 6 foot-candles.
- The photocell is 120-277 volt..

FINISH

- Prior to coating, the luminaire shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse-osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coat.
- The finish coat shall be an electrostatically applied semi-gloss, super durable polyester powder coat, baked on at 400°F, to provide a durable, color retentive finish.
- *The optional _____ (Verde Green or Swedish Iron) finish shall be hand-brushed using a 3-step process.

* (OPTION)

WARRANTY

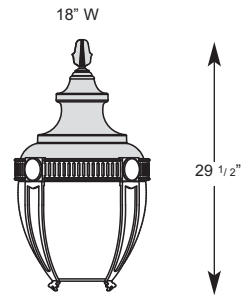
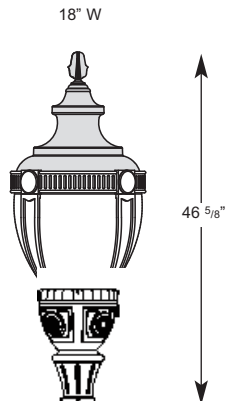
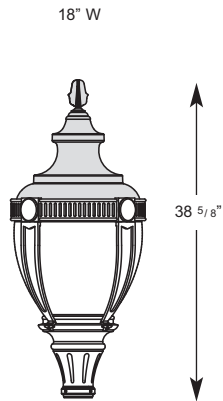
- The luminaire shall be free from all defects in materials and workmanship for a period of seven (7) years from the date of manufacture.
- The luminaire manufacturer shall warrant the LED boards/system, during the stated warranty period, against failure defined as more than 10% simultaneous non-operating LEDs.
- The driver shall be warranted for seven (7) years.



A670TSR LED YALE SERIES

ACORNS / FITTERS / ARMS PM - WB

CAGED ACORNS



A670TSRLED
Polycarbonate
A670TASRLED
Acrylic



CDR-CL
Custom Logo

FITTERS



5P
(508)
Fits 3\" poles
or tenons and
arms below



BD4
(508BD4)
Fits 4\" poles
or tenons



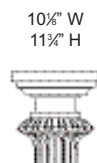
BD5
(508BD5)
Fits 5\" poles
or tenons



B7
(508B7)
Fits 7\" poles
or tenons



BD7
(508BD7)
Fits 7\" poles
or tenons



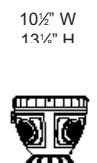
7
(708)
Fits 4\" poles or
tenons - 3\"
with adapter &
large arms



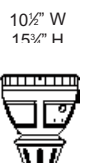
990
Fits 3\" poles
or tenons and
large arms
994
3\" Tenon



991
Fits 3\" poles
or tenons and
large arms



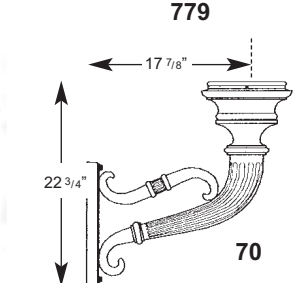
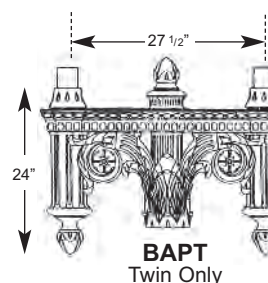
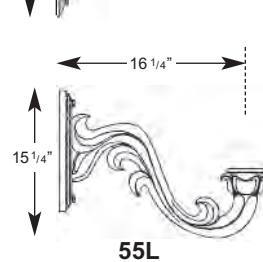
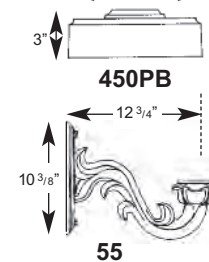
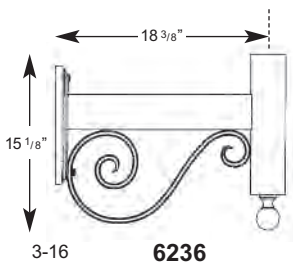
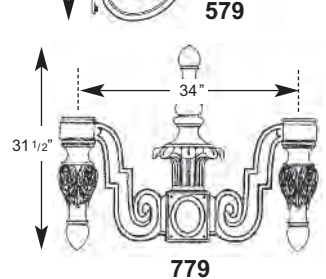
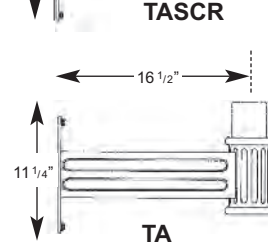
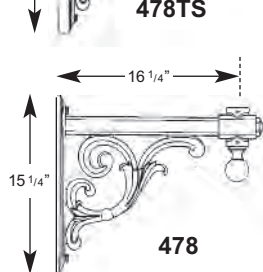
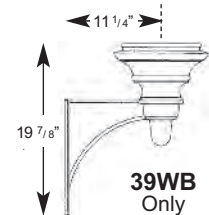
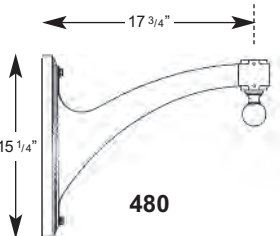
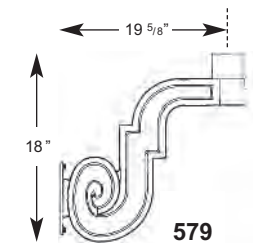
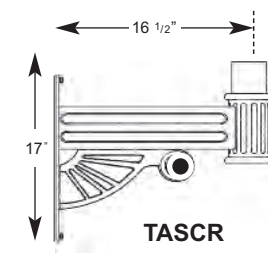
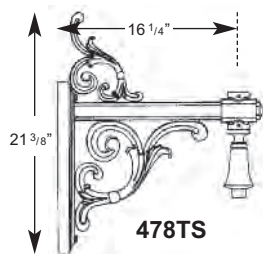
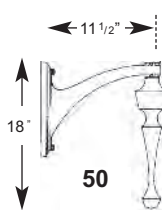
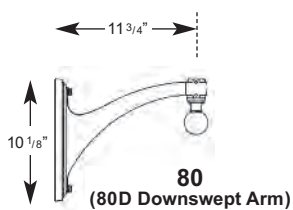
992
Fits 3\" poles
or tenons and
large arms



993
Fits 3\" poles
or tenons and
large arms
995
4\" Tenon

ARMS - POST MOUNT (PM) or WALL BRACKETS (WB)

See Arms Section for more information



BUILDING A PART NUMBER

POST & ARM FIXTURES

ARM MOUNTED FIXTURE		CENTER POST TOP FIXTURE (PT)	POST	POST CAP	LIGHT SOURCE			DRIVER	OPTIONS	FINISH
NO. OF ARMS	ACORN/FITTER/POSTARM	ACORN/FITTER	(See Post Section)		LED	COLOR	TYPE			
2	A670SRLED/5P/579PT	PT	4212FP4		6ARC	45	T5	MDL03		BKT

WALL FIXTURES

ACORN/FITTER/WALL BRACKET	LED	COLOR	TYPE	DRIVER	OPTIONS	FINISH
A670TSRLED/5P/50WB	4ARC	45	T3	MDL03		BKT



PIER FIXTURES

Uses same information boxes as wall fixture

A670TSRLED/5P/450PB

ACORN / FITTER / PIER BASE

PART NUMBER SELECTIONS

ACORNS

- A670TSRLED¹
- A670TASRLED

FITTERS

- 5P
- 7
- 990
- 991
- 992
- 993
- 994
- 995
- BD4
- BD5
- BD7
- B7

POST ARMS

- 50PM
- 50DPM
- 478PM
- 478TSPM
- 70PM*
- 80PM
- 80DPM
- 480PM
- 480DPM
- 55PM
- 55LPM
- 6236PM
- 579PT
- TAPT
- TASCRPT
- BAPT

PIER BASE

- 450PB

WALL BRACKET ARMS

- 50WB
- 50DWB
- 478WB
- 478TSWB
- 70WB*
- 80WB
- 80DWB
- 480WB
- 480DWB
- 55WB
- 55LWB
- 6236WB
- 579WB
- TAWB
- TASCRWB
- 39WB*

*No fitter required

LIGHT SOURCES*

LED	COLOR TEMP. (K)	TYPE
6ARC	27(00)	T2
4ARC	45(00)	T3
3ARC	35(00)	T3R
2ARC		T4
		T5

*Consult factory for other color temperatures

STANDARD FINISHES*

- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

*Smooth Finishes are available upon request

CUSTOM FINISHES

- OI Old Iron
- RT Rust
- WBR Weathered Brown
- CD Cedar
- WBK Weathered Black
- TT Two Tone

STERNBERG SELECT FINISHES

- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

DRIVER

VOLTS	TYPE	mA
120-277	MDL	03
347-480	MDH	05*

*6ARC only

NOTES:

- White polycarbonate acorns are available. Specify WP after acorn number.
- Consult factory for specification details.
- For 990 fitter only.

OPTIONS

- PEC Photocell-Electronic 120-277 Volt
- R³ Receptacle Only for Twist-Lock Photo Cell
- R1³ Twist-Lock Photo Cell 120-277 Volt
- SRR Solid Roof: Receptacle Only for Twist-Lock Photo Cell
- SRR1 Solid Roof: Twist-Lock Photo Cell 120-277 Volt
- FHD Dual Fuse & Holder - 208, 240, 480 Volt
- PF per arm Pineapple Finial or Font (for TA, TASCR)
- BF per arm Ball Finial or Font (for TA, TASCR)
- CDR-CL² Cast Decorative Ring with Custom Logo
- G³ GFI
- HSS House Side Shield
- TB Terminal Block



IES COMPARE REPORT
REPORT FORMAT: DARK SKY

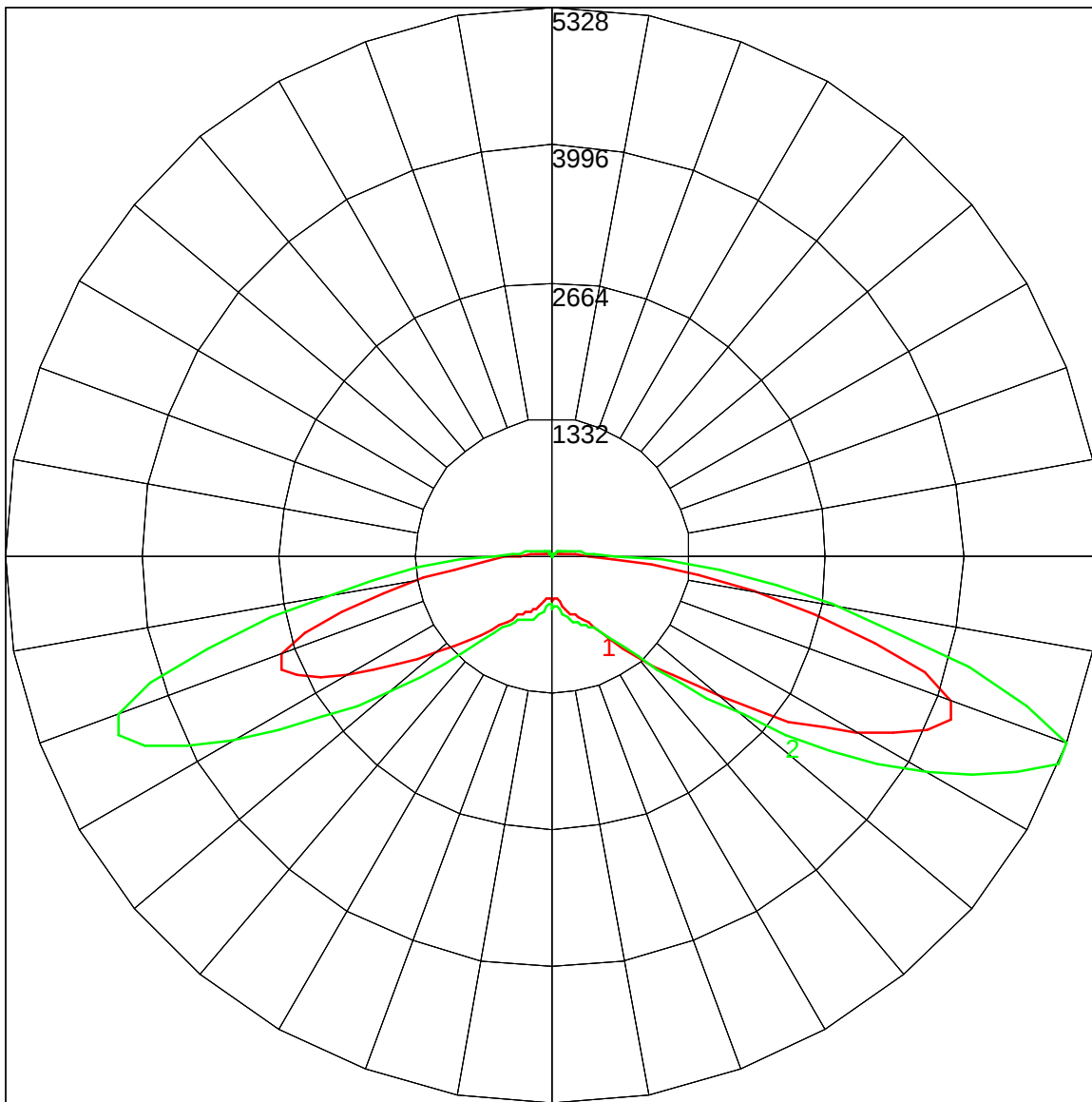
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[MANUFAC] keyword	Sternberg Lighting	Sternberg Lighting
[LUMINAIRE] keyword	A850SRLED OLD TOWN SERIES ACORN, POST TOP, TYPE 3	A670TSRLED YALE CAGED ACORN, POST TOP, TYPE 3
[LAMP] keyword	84 LED's	84 LEDS
Total Luminaire Watts	92.8	141.6
Total Lamp Lumens	N.A. (absolute)	N.A. (absolute)
IES Classification	Type III	Type III
Longitudinal Classification	Medium	Medium
Cutoff Classification (deprecated)	N.A. (absolute)	N.A. (absolute)
Maximum Candela	4193.2	5327.7
Maximum Candela Angle	80 H x 67.5 V	85 H x 70 V
Max. Candela At 90 Degrees Vert.	346.3 (3.86% Lum. Lms.)	625.7 (5.25% Lum. Lms.)
Max. Candela 80 to < 90 Vert.	1985.8 (22.11% Lum. Lms.)	2841.4 (23.86% Lum. Lms.)
Zonal Lumens: 80-90	624.91	1049.21
Zonal Lumens 90-180	424.36	728.67
Luminaire Lumens	8982	11908
Total Luminaire Efficiency	N.A.	N.A.
Downward Total Efficiency	N.A.	N.A.
Upward Waste Light Ratio	0.05	0.06
Avg. Glare Zone Max. Luminous Intensity 80-90	22.11 %Lum. Luminous Flux	23.86 %Lum. Luminous Flux
Avg. Glare Zone Flux 80-90	6.96 %Lum. Luminous Flux	8.81 %Lum. Luminous Flux
Luminance Data 85v, 0h:	0	0
Luminance Data 85v, 45h:	0	0
Luminance Data 85v, 90h:	0	0
LCS: Front-Low (0-30) Lumens	317.6	358.9
LCS: Front-Low (0-30) %Lamp	N.A.	N.A.
LCS: Front-Medium (30-60) Lumens	2427.2	2939.8
LCS: Front-Medium (30-60) %Lamp	N.A.	N.A.
LCS: Front-High (60-80) Lumens	2326.5	3063.9
LCS: Front-High (60-80) %Lamp	N.A.	N.A.
LCS: Front-Very High (80-90) Lumens	367.5	593.2
LCS: Front-Very High (80-90) %Lamp	N.A.	N.A.
LCS: Back-Low (0-30) Lumens	214.5	241.3
LCS: Back-Low (0-30) %Lamp	N.A.	N.A.

IES COMPARE REPORT
REPORT FORMAT: DARK SKY

	A850SRLED-6ARC45T3 -MDL03.IES	A670TSRLED-6ARC45T3 -MDL05.IES
LCS: Back-Medium (30-60) Lumens	1154.8	1385.4
LCS: Back-Medium (30-60) %Lamp	N.A.	N.A.
LCS: Back-High (60-80) Lumens	1491.8	2140.7
LCS: Back-High (60-80) %Lamp	N.A.	N.A.
LCS: Back-Very High (80-90) Lumens	257.4	456.1
LCS: Back-Very High (80-90) %Lamp	N.A.	N.A.
LCS: Uplight-Low (90-100) Lumens	171.5	340.7
LCS: Uplight-Low (90-100) %Lamp	N.A.	N.A.
LCS: Uplight-High (100-180) Lumens	252.8	387.9
LCS: Uplight-High (100-180) %Lamp	N.A.	N.A.
LCS: Total Lumens	8982	11908
BUG Rating	B3-U3-G3	B3-U3-G4

IES COMPARE REPORT
REPORT FORMAT: DARK SKY

CANDELA DISPLAY



1 A850SRLED-6ARC4... - Vertical Plane Through Horizontal Angles (80 - 260) Max. Candela

2 A670TSRLED-6ARC... - Vertical Plane Through Horizontal Angles (85 - 265) Max. Candela

GreenCobra™ LED Street Light GC1

Project

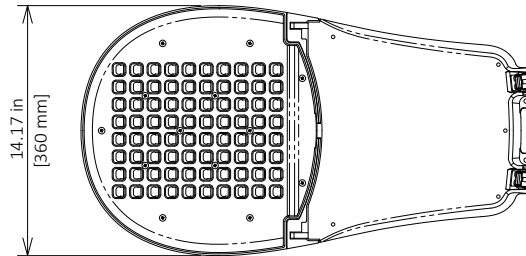
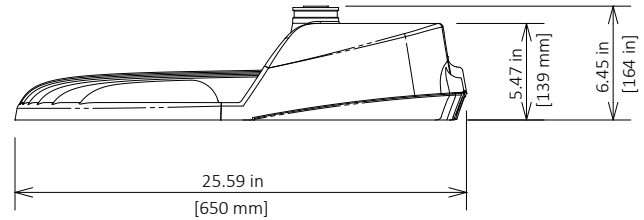
Type

Catalog No.

GC1-80F-MV-CW-2-GY-700-FDG-PCR7

Luminaire Data

Weight 21 lbs [9.5 kg]
EPA 0.9 ft²



Ordering Information

Sample Catalog No. GC1 60F MV NW 2 GY 350 BSK RPB FDC

Product	No. & Type of LEDs	Voltage ⁶	Color Temperature	Distribution	Finish ²	Drive Current ¹	Options
GC1	20F 30F 40F 60F 80F	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2 Type 2 3 Type 3	GY Gray DB Dark Bronze BK Black	350 350mA 530 530mA 700 700mA 1A³ 1A	HSS⁴ House Side Shield (Factory Installed) FDC⁵ Fixed Drive Current LPCR Less Photocontrol Receptacle PCR5 ANSI 5-wire Photocontrol Receptacle PCR7 ANSI 7-wire Photocontrol Receptacle PCR5-CR Control Ready 5-wire Photocontrol Receptacle PCR7-CR Control Ready 7-wire Photocontrol Receptacle SC PCR Shorting Cap WL Utility Wattage Label

Notes:

- Factory set drive current, field adjustable standard. Refer to Performance Data Table Consult factory if wattage limits require a special drive current.
- Gray, Black and Dark Bronze standard, consult factory for other finishes.
- 1A drive current only available with 40F.
- Flush mounted house side shield factory installed. Shield cuts light off at 1/2 mounting height behind luminaire.
- Non-field adjustable, fixed drive current.
- MV is DLC qualified. HV is DLC qualified on request, consult factory.
- Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire. Specify Model and Color.
- Specify Color (GY, DB, BK)
- Specify MV (120-277V) or HV (347V-480V)

Accessories*

HSS⁷	House Side Shield
SPB⁸	Square Pole Horizontal Arm Bracket
RPB⁸	Round Pole Horizontal Arm Bracket
PTB⁸	Pole Top Tenon Horizontal Arm Bracket
PTB2⁸	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB⁸	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC⁹	Twist Lock Photocontrol
LLPC⁹	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number

Luminaire Specifications

Housing

Die cast aluminum housing with universal four-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. Aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Mounting provisions meet 3G vibration per ANSI C136.31-2001 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from + 10° to -5° in 2.5° steps and integral bubble level standard. Electrical components are accessed without tools and are mounted on removable power door with stainless steel latches. Standard rubber wildlife guard conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21. LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Optical Systems

Micro-lens optical systems produce IESNA Type 2 or Type 3 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR5-CR or PCR7-CR options). Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire and is aligned for strait wire entry. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 5-wire (PCR5) or 7-wire (PCR7) photocontrol receptacles are available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a fade and abrasion resistant polyester powder coat finish. Finish tested to withstand 3000 hours in salt spray exposure per ASTM B117. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified 120-277V 4000K product. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures. IES files for all CCTs are available at leotek.com.

Warranty

10-year limited warranty is standard on luminaire and components.

Performance Data

All data nominal. IES files for all CCTs are available at leotek.com.

No. of LEDs & Type	Drive Current (mA)	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)	Type 2	Type 3
					BUG Rating	BUG Rating
20F	350	25	2700	108	B1 U0 G1	B1 U0 G1
	530	35	3650	104	B1 U0 G1	B1 U0 G1
	700	47	4800	102	B1 U0 G1	B1 U0 G1
30F	350	35	3800	109	B1 U0 G1	B1 U0 G1
	530	53	5400	102	B1 U0 G1	B2 U0 G1
	700	70	7000	100	B2 U0 G2	B2 U0 G2
40F	350	45	5050	112	B1 U0 G1	B2 U0 G1
	530	70	7200	103	B2 U0 G2	B2 U0 G2
	700	92	9300	101	B2 U0 G2	B2 U0 G2
	1000	132	12300	93	B3 U0 G3	B3 U0 G3
60F	350	70	7600	109	B2 U0 G2	B2 U0 G2
	530	101	10400	103	B2 U0 G2	B2 U0 G2
	700	133	13400	101	B3 U0 G3	B3 U0 G3
80F	350	85	9500	112	B2 U0 G2	B2 U0 G2
	530	133	14200	107	B3 U0 G3	B3 U0 G3
	700	180	17700	98	B3 U0 G3	B3 U0 G3

Notes:

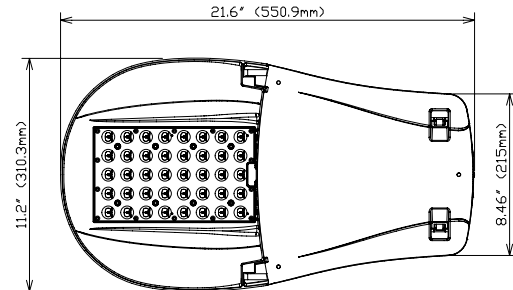
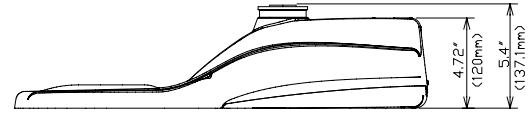
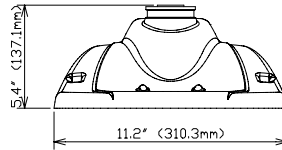
1 All data nominal lumens for 4000K (NW) and 5000K (CW). For 3000K (WW) apply a LLF of 0.93. Normal tolerance ± 10% due to factors including distribution type, LED bin variance, and ambient temperatures.

GreenCobra™ Midsize LED Street Light

GCM H-Series Specification Data Sheet

Luminaire Data

Weight 10 lbs [4.6 kg]
EPA 0.44 ft²



Ordering Information

Sample Catalog No. GCM2 30H MV NW 2R GY 700 PCR7 WL

Product	LED Code	Voltage	Color Temperature	Distribution	Finish ¹	30H Drive Current Code ²	Options
GCM2	30H	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2S Type 2 Short 2R Type 2 Medium 3R Type 3 Medium 4 Type 4 5 Type 5	GY Gray DB Dark Bronze BK Black	530 610 700 850 1A	FDC ³ Fixed Drive Current FFA ⁴ Full field Adjustability LPCR Less Photocontrol Receptacle PCR7 ⁵ ANSI 7-wire Photo-control Receptacle PCR7-CR ⁶ Control Ready 7-wire PC Receptacle
GCM2	40H					40H Drive Current Code ² 575 700 850 950 1A	WL Utility Wattage Label 4B 4-Bolt Mounting Bracket RWG Rubber Wildlife Guard SWTB Straight Wire Terminal Block BBL Bubble Level

Notes:

- 1 Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- 2 Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- 3 Non-field adjustable, fixed drive current. Specify required drive current. Not available with PCR7-CR option.
- 4 The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- 5 Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- 6 Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If a lower drive current is required, consult factory.
- 7 Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- 8 Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- 9 Specify Color (GY, DB, BK)
- 10 Specify MV (120-277V) or HV (347V-480V)

Accessories*

HSSGCM ⁷	House Side Shield, Snap-On*
CSSGCM ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal Arm Bracket
PTB2 ⁹	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
LLPC ¹⁰	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS consult factory.

Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from $\pm 5^\circ$ in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes

High-flux/High-power white LEDs produce a minimum of 90% of initial intensity over 75,000 hours of life based on IES TM-21 (L90 $\geq$ 75k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Field Adjustability

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (1A max) is desired. The FFA option is not DLC qualified.

Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacle is available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C.

Photometry

luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Vandal Resistance

Housing and optics rated to IK10

Standards

Luminaire complies with:
ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77
Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

Performance Data: 3000K (WW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)
GCM2	30H	530	48	5770	120
		610	58	6700	116
		700	68	7620	112
		850	82	8800	107
		1A	101	10480	104
	40H	575	73	8780	120
		700	88	10230	116
		850	107	11960	112
		950	121	13040	108
		1A	135	14080	104

Notes:

1 Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.

Performance Data: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)
GCM2	30H	530	48	6330	132
		610	58	7440	128
		700	68	8550	126
		850	82	9830	120
		1A	101	11720	116
	40H	575	73	9590	131
		700	88	11260	128
		850	107	13270	124
		950	121	14390	119
		1A	135	15430	114

Notes:

1 Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.

BUG Ratings

3000K (WW)

			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		850	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
	40H	575	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B3 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2

4000K (NW)

			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B3 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2	B3 U0 G2
	40H	575	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B2 U0 G2	B3 U0 G2
		850	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2

5000K (CW)

			Type 2S	Type 2R	Type 3R	Type 4	Type 5
Product	LED Code	Drive Current Code	BUG Rating	BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCM2	30H	530	B2 U0 G1	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
		610	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1
		700	B2 U0 G1	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		850	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		1A	B2 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B3 U0 G2
	40H	575	B2 U0 G2	B2 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G2
		700	B2 U0 G2	B2 U0 G2	B3 U0 G3	B2 U0 G2	B3 U0 G2
		850	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		950	B3 U0 G2	B2 U0 G2	B3 U0 G3	B3 U0 G2	B4 U0 G2
		1A	B3 U0 G2	B3 U0 G3	B3 U0 G3	B3 U0 G3	B4 U0 G2

RUL Series

RUL™ LED Rural Utility Luminaire

Product Description

The RUL™ LED Rural Utility luminaire delivers ultra-efficient LED lighting with a low total cost of ownership and a quick return on investment for end users requiring a 70-100W HPS or 100-175W Mercury Vapor replacement solution. By providing industry-leading efficacy of up to 114 lumens per watt and an industry-leading 10-year limited warranty, Cree is changing the assumptions associated with purchasing and maintaining utility and residential security lighting. While its lightweight design, tool-less entry, and easy installation make the RUL™ LED Rural Utility Luminaire an ideal solution for any contractor. Kitted options available.

Applications: Rural, residential, street lighting, agricultural, and general security lighting

Performance Summary

Efficacy: Up to 114 LPW

CRI: Minimum 70 CRI

CCT: 3000K (+/- 300K), 4000K (+/- 300K)

Limited Warranty*: 10 years on luminaire and photocell/7 years on arm mount/
5 years on reflector/refractor

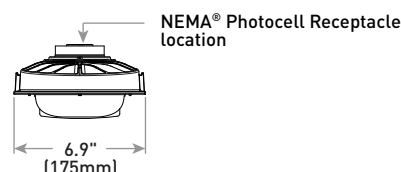
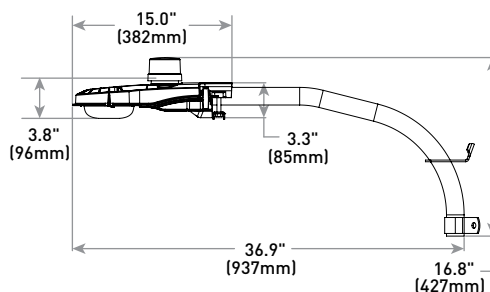
* See <http://lighting.cree.com/warranty> for warranty terms

Accessories

Field-Installed	
Arm Mount RUL-ARM24 - 24.0" (610mm) curved raw aluminum arm mount - Includes zinc-plated steel hardware - Mounts to wood poles - Weight: 1.82 lbs. (0.8kg)	Long-Life Photocell RUL-PEC - Must be ordered with RUL luminaire - Weight: 0.28 lbs. (0.1kg) NEMA® Style Reflector/Refractor RUL-REF - Must be ordered with RUL luminaire - Weight: 2.20 lbs. (1.0kg)



RUL Luminaire w/ES-K1 Option shown (photocell, 10kV surge suppression protection, 7' cord, and arm not included with standard luminaire)



Weight*
3.75 lbs (1.7kg)

* RUL-ARM24/ES-K1 Option: add 1.82 lbs. (0.8kg)

Luminaire w/ES-K2 option shown on page 4

Ordering Information

Example: RULHT2MEC30K-12UFN

RUL	HT		C		12	UF	N	
Product	Mounting	Optic	Input Power Designator	CCT	Voltage	Color Options	Utility Label/Receptacle	Option
RUL	HT Horizontal Tenon	2ME Type II Medium 5ME Type V Medium	C 50W	30K 3000K 40K 4000K	12 120V	UF Grey Unfinished	N Utility Label and NEMA® Photocell Receptacle - Label per ANSI C136.15 - 3-pin receptacle per ANSI C136.10 - Photocell and shorting cap by others	ES 10kV Surge Suppression Protection CORD 7' Cord (Pre-Installed) ES-K1 Utility Kit - Includes: 10kV surge suppression protection, long-life photocell, 24" arm mount and 7' cord (pre-installed) ES-K2 Utility Kit - Includes: 10kV surge suppression protection, long-life photocell, 24" arm mount, NEMA® style reflector/refractor and 7' cord (pre-installed)



Rev. Date: V10 05/08/2017



US: lighting.cree.com

T (800) 236-6800 F (262) 504-5415

Canada: www.cree.com/canada

T (800) 473-1234 F (800) 890-7507

Product Specifications

CONSTRUCTION & MATERIALS

- Die cast aluminum housing w/UV stabilized polymeric door
- Clear borosilicate glass refractor
- Compatible with ANSI C136.6 reflectors/refractors
- Tool-less entry
- Mounts on 1.25" IP, 1.66" (42mm) O.D. or 2" IP, 2.375" (60mm) O.D. horizontal tenon (minimum 3" [76mm] in length) and is adjustable +/- 5° in 2.5° increments to allow for fixture leveling
- Luminaire secured with two 3/8-16 x 2.0" mounting bolts
- Comes standard with Utility Label per ANSI C136.15 and 3-pin NEMA® Photocell Receptacle per ANSI C136.10
- ES-K1 packages the following items in a single box for convenience:
 - RUL™ utility luminaire w/10kV surge suppression protection
 - Long-life photocell
 - 7' (2.1m) 14/3 SEOW cord (pre-installed)
 - 24.0" (610mm) curved raw aluminum arm mount w/zinc-plated steel hardware for mounting to wood poles
- ES-K2 packages the following items in a single box for convenience:
 - RUL™ utility luminaire w/10kV surge suppression protection
 - Long-life photocell
 - 7' (2.1m) 14/3 SEOW cord (pre-installed)
 - 24.0" (610mm) curved raw aluminum arm mount w/zinc-plated steel hardware for mounting to wood poles
 - NEMA® style reflector/refractor
- **Weight:** See Weight chart on pages 1 and 4

ELECTRICAL SYSTEM

- **Input Voltage:** 120V, 60Hz
- **Power Factor:** > 0.9
- **Total Harmonic Distortion:** < 20%
- Integral 6kV surge suppression protection standard; 10kV optional w/ES, ES-K1 and ES-K2 options
- When code dictates fusing, a slow blow fuse or type C/D breaker should be used to address inrush current
- Electrolytic capacitor-free design provides high reliability
- **Operating Temperature Range:** -40°C - + 25°C (-40°F - + 77°F)

REGULATORY & VOLUNTARY QUALIFICATIONS

- cULus Listed
- Suitable for wet locations
- Luminaire only certified to ANSI C136.31-2001, 3G bridge and overpass vibration standards
- 6kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2 on standard luminaires
- 10kV surge suppression protection tested in accordance with IEEE/ANSI C62.41.2 on luminaires w/ES, ES-K1 and ES-K2 options
- Meets FCC Part 15, Subpart B, Class A standards for conducted and radiated emissions
- DLC qualified. Please refer to www.designlights.org/QPL for most current information
- RoHS compliant. Consult factory for additional details

Electrical Data*		
Input Power Designator	System Watts 120V	Total Current (A)
		120V
C	50	0.42

* Electrical data at 25°C (77°F). Actual wattage may differ by +/- 10% when operating at 120V +/- 10%

Recommended RUL Luminaire Lumen Maintenance Factors (LMF) ¹						
Ambient	Input Power Designator	Initial LMF	25K hr Projected ² LMF	50K hr Calculated ³ LMF	75K hr Calculated ³ LMF	100K hr Calculated ³ LMF
5°C (41°F)	C	1.04	0.97	0.92	0.87	0.83
10°C (50°F)	C	1.03	0.96	0.91	0.86	0.82
15°C (59°F)	C	1.02	0.95	0.90	0.85	0.81
20°C (68°F)	C	1.01	0.94	0.89	0.84	0.80
25°C (77°F)	C	1.00	0.93	0.88	0.84	0.79

¹ Lumen maintenance values at 25°C (77°F) are calculated per TM-21 based on LM-80 data and in-situ luminaire testing

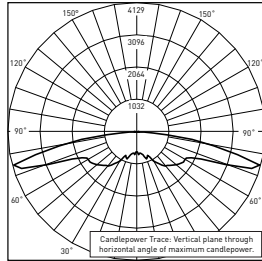
² In accordance with IESNA TM-21-11, Projected Values represent interpolated value based on time durations that are within six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

³ In accordance with IESNA TM-21-11, Calculated Values represent time durations that exceed six times (6X) the IESNA LM-80-08 total test duration (in hours) for the device under testing ((DUT) i.e. the packaged LED chip)

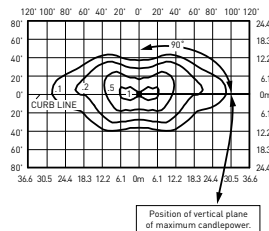
Photometry

All published luminaire photometric testing performed to IESNA LM-79-08 standards by a NVLAP accredited laboratory. To obtain an IES file specific to your project consult: <http://lighting.cree.com/products/outdoor/street-and-roadway/rul-series>

2ME



RESTL Test Report #: PL05401-001
RUL2MEC40K-12UFN**
Initial Delivered Lumens: 5,454



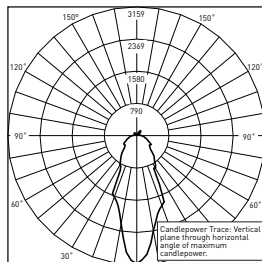
RUL2MEC40K-12UFN**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 5,560
Initial FC at grade

Type II Medium Distribution (also applies w/ES-K1 Option)

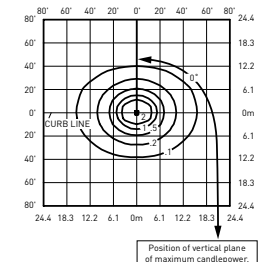
Input Power Designator	3000K		4000K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
C	5,215	B2 U2 G2	5,560	B2 U2 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BUGRatingsAddendum.pdf. Valid with no tilt



RESTL Test Report #: PL07270-001
RUL2MEC40K-12UFN-ES-K2**
Initial Delivered Lumens: 4,659



RUL2MEC40K-12UFN-ES-K2**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 4,659
Initial FC at grade

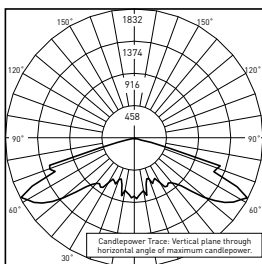
Type II Medium Distribution w/ES-K2 Option

Input Power Designator	3000K		4000K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
C	4,370	B2 U3 G1	4,659	B2 U4 G2

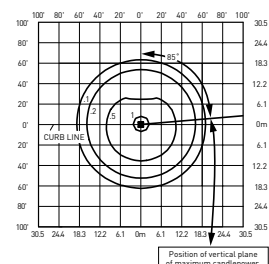
* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BUGRatingsAddendum.pdf. Valid with no tilt

5ME



RESTL Test Report #: PL05399-001
RUL5MEC40K-12UFN**
Initial Delivered Lumens: 5,645



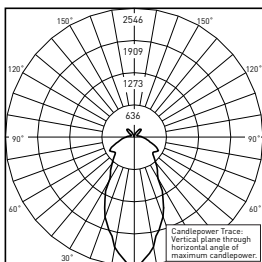
RUL5MEC40K-12UFN**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 5,682
Initial FC at grade

Type V Medium Distribution (also applies w/ES-K1 Option)

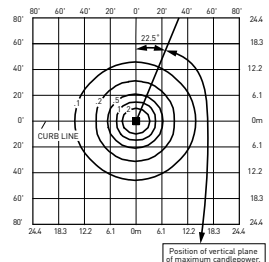
Input Power Designator	3000K		4000K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
C	5,365	B3 U2 G1	5,682	B3 U2 G1

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt



RESTL Test Report #:
RUL5MEC40K-12UFN-ES-K2**
Initial Delivered Lumens: 4,515



RUL5MEC40K-12UFN-ES-K2**
Mounting Height: 25' (7.6m) A.F.G.
Initial Delivered Lumens: 4,515
Initial FC at grade

Type V Medium Distribution w/ES-K2 Option

Input Power Designator	3000K		4000K	
	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11	Initial Delivered Lumens*	BUG Ratings** Per TM-15-11
C	4,263	B2 U3 G2	4,515	B2 U4 G2

* Initial delivered lumens at 25°C (77°F). Actual production yield may vary between -10 and +10% of initial delivered lumens

** For more information on the IES BUG (Backlight-Uplight-Glare) Rating visit: www.ies.org/PDF/Erratas/TM-15-11BugRatingsAddendum.pdf. Valid with no tilt

Luminaire EPA

Horizontal Tenon Mount – Weight: 3.75 lbs. [1.7kg]; RUL-ARM24/ES-K1 Option: add 1.82 lbs. [0.8kg]; ES-K2 Option: add 3.07 lbs. [1.4kg]; RUL-PEC; add 0.28 lbs. [0.1kg]; RUL-REF; add 2.20 lbs. [1.0kg]					
Luminaire	Single	2 @ 90°	2 @ 180°	3 @ 90°	4 @ 90°
Tenon Configuration If used with Cree tenons, please add tenon EPA with luminaire EPA					
					
Standard Luminaire	0.28	0.46	0.56	0.74	0.92
Luminaire w/ES-K1 Option or RUL-PEC	0.70	1.76	1.40	2.46	3.52
Luminaire w/ES-K2 Option or RUL-PEC & RUL-REF	1.54	3.45	3.09	4.99	6.89
Luminaire w/RUL-REF	1.12	2.14	2.24	3.26	4.28

Tenon EPA

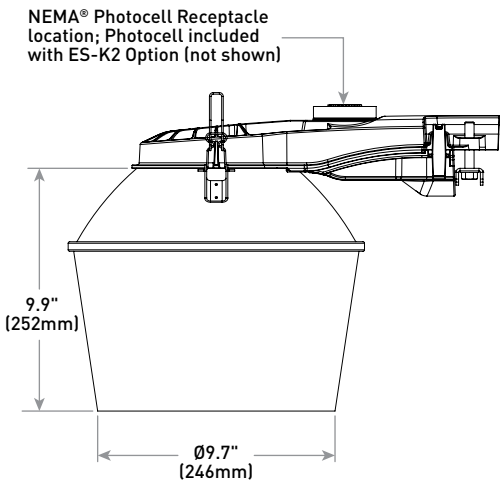
Part Number	EPA
RUL-ARM24	0.42

Tenons and Brackets*
Arm Mount RUL-ARM24 - 24.0" [610mm] curved raw aluminum arm mount - Includes zinc-plated steel hardware - Mounts to wood poles

* Refer to the [Bracket and Tenons spec sheet](#) for more details



RUL Luminaire shown with photocell and reflector/refractor; ES-K2 Option also includes 10kV surge suppression protection, 7' cord, and arm (not shown)



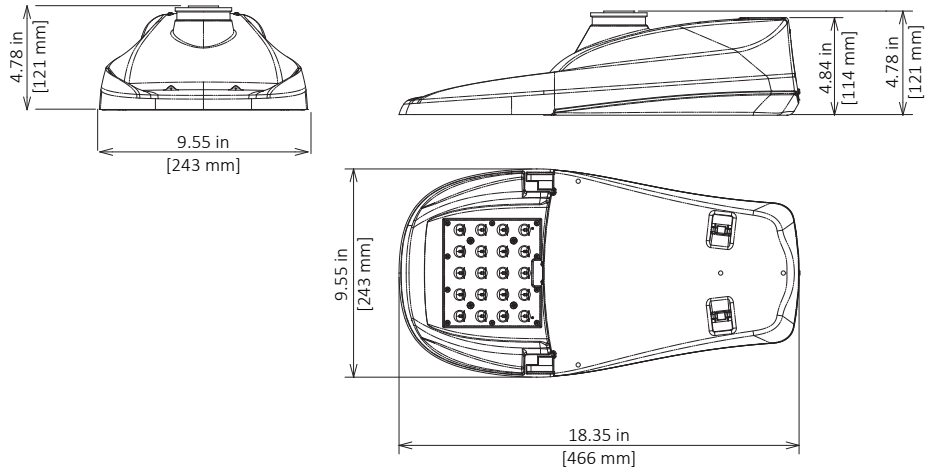
Luminaire w/ES-K2 Weight
6.82 lbs. [3.1kg]

GreenCobra™ Jr. LED Street Light

GCJ H-Series Specification Data Sheet

Luminaire Data

Weight 7 lbs [3.2 kg]
EPA 0.39 ft²



Ordering Information

Sample Catalog No. GCJ1 20H MV NW 2R GY 580

Product	LED Code	Voltage	Color Temperature	Distribution	Finish ¹	GCJ0 Drive Current Code ²	Options
GCJ0	15H	MV 120-277V HV 347-480V	WW 3000K NW 4000K CW 5000K	2R Type 2 3 Type 3 4 Type 4 5 Type 5	GY Gray DB Dark Bronze BK Black	300 390 490 590 700	FDC ³ Fixed Drive Current FFA ⁴ Full Field Adjustability LPCR Less Photocontrol Receptacle PCR ⁵ ANSI 7-wire Photo-control Receptacle PCR7-CR ⁶ Control Ready 7-wire PC Receptacle
GCJ1	20H					GCJ1 Drive Current Code ² 350 450 530 580 700	WL Utility Wattage Label 4B 4-Bolt Mounting Bracket RWG Rubber Wildlife Guard SWTB Straight Wire Terminal Block
GCJ2	20H					GCJ2 Drive Current Code ² 700 830 900 1A	BBL Bubble Level

Notes:

- Gray, Black, and Dark Bronze standard. Consult factory for other finishes.
- Specified drive current code is the factory set maximum drive current. Field adjustable current selector enables standard dimming to lower wattage drive currents only. Consult factory if wattage limits require a special drive current.
- Non-field adjustable, fixed drive current. Specify required drive current code. Not available with PCR7-CR option.
- The FFA option enables full field adjustability from the specified drive current code to all drive currents available. This option is not DLC qualified.
- Field adjustable current selector included to enable standard dimming to lower wattage drive currents only. Field changeable connectors included to enable connection to PCR7 (wireless node dimming is disabled by default).
- Control-ready wired at factory for wireless node dimming. Supplied at maximum drive current. If a lower drive current is required, consult factory.
- Flush mounted house side shield. Shield cuts light off at 1/2 mounting height behind luminaire.
- Flush mounted cul-de-sac shield. Shield cuts light off at 1/2 mounting height behind luminaire and 1-1/2 mounting height on either side of luminaire.
- Specify Color (GY, DB, BK)
- Specify MV (120-277V) or HV (347-480V).

Accessories*

HSSGCI ⁷	House Side Shield, Snap-On*
CSSGCI ⁸	Cul-De-Sac Side Shield, Snap-On*
SPB ⁹	Square Pole Horizontal Arm Bracket
RPB ⁹	Round Pole Horizontal Arm Bracket
PTB ⁹	Pole Top Tenon Horizontal Arm Bracket
PTB2 ⁹	Pole Top Tenon Horizontal Arm Bracket (2@180°)
WB ⁹	Wall Horizontal Arm Bracket
BSK	Bird Deterrent Spider Kit
PC	Twist Lock Photocontrol
LLPC ¹⁰	Long-Life Twist Lock Photocontrol
SC	Twist Lock Shorting Cap

*Accessories are ordered separately and not to be included in the catalog number. For factory installed HSS, CSS specify as option in luminaire catalog number.

Luminaire Specifications

Housing

Die cast aluminum housing with universal two-bolt slip fitter mounts to 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter mast arm. One-piece aluminum housing provides passive heat-sinking of the LEDs and has upper surfaces that shed precipitation. Four-bolt mounting bracket is available. Mounting provisions meet 3G vibration per ANSI C136.31-2010 Normal Application, Bridge & Overpass. Mounting has leveling adjustment from $\pm 5^\circ$ in 2.5° steps. Electrical components are accessed without tools via a high-strength, non-conductive polycarbonate door with quick-release latches. Polycarbonate material meets UL 746C for outdoor usage. Available rubber wildlife guard (RWG option) conforms to mast arm with no gaps.

Light Emitting Diodes

Hi-flux/Hi-power white LEDs produce a minimum of 90% of initial intensity at 100,000 hours of life based on IES TM-21 (L90 $\geq$ 100k hours). LEDs are tested in accordance with IES LM-80 testing procedures. LEDs have correlated color temperature of 3000K (WW), 4000K (NW), or 5000K (CW) and 70 CRI minimum. LEDs are 100% mercury and lead free.

Field Adjustability

LED drive current can be changed in the field to adjust light output for local conditions (not available with PCR7-CR option). The specified drive current code will be the factory set maximum drive current and field adjustments can only be made to available lower wattage drive currents. Select the FFA option if full field adjustability to all available drive currents (700mA max or 1A max) is desired. The FFA option is not DLC qualified.

Quality Control

Every luminaire is performance tested before and after a 2-hour burn-in period. Assembled in the USA.

Optical Systems

Micro-lens optical systems produce IESNA Type 2, Type 3, Type 4, or Type 5 distributions and are fully sealed to maintain an IP66 rating. Luminaire produces 0% total lumens above 90° (BUG Rating, U=0). Optional house side shield cuts light off at 1/2 mounting height behind luminaire. Cul-de-sac shield provides back and side light control for end of cul-de-sac applications. Both shields are field installable without tools.

Electrical

Rated life of electrical components is 100,000 hours. Uses isolated power supply that is 1-10V dimmable. Power supply is wired with quick-disconnect terminals. Power supply features a minimum power factor of .90 and <20% Total Harmonic Distortion (THD). EMC meets or exceeds FCC CFR Part 15. Terminal block accommodates 6 to 14 gauge wire. Surge protection complies with IEEE/ANSI C62.41 Category C High, 20kV/10kA and ANSI C136.2-2015, 20kV/10kA.

Controls

3-Wire photocontrol receptacle is standard. ANSI C136.41 7-wire (PCR7) photocontrol receptacles is available. All photocontrol receptacles have tool-less rotatable bases. Wireless control module is provided by others.

Finish

Housing receives a durable, fade-resistant polyester powder coat finish with 3.0 mil nominal thickness. Finish tested to withstand 5000 hours in salt spray exposure per ASTM B117. Finish meets scribe creepage rating 8 per ASTM D1654. Finish tested 500 hours in UV exposure per ASTM G154 and meets ASTM D523 gloss retention.

Listings/Ratings/Labels

luminaires are UL listed for use in wet locations in the United States and Canada. DesignLights Consortium™ qualified product. Consult DLC QPL for Standard and Premium Classification Listings. International Dark Sky Association listed. Luminaire is qualified to operate at ambient temperatures of -40°C to 40°C. Assembled in the U.S.A

Photometry

luminaires photometrics are tested by certified independent testing laboratories in accordance with IES LM-79 testing procedures.

Warranty

10-year limited warranty is standard on luminaire and components.

Vandal Resistance

Housing and optics rated to IK10

Standards

Luminaire complies with:

ANSI: C136.2, C136.3, C136.10, C136.13, C136.15, C136.22, C136.31, C136.35, C136.37, C136.41, C62.41, C78.377, C82.77

Other: FCC 47 CFR, IEC 60598, ROHS II, UL 1449, UL 1598

Performance Data: 3000K (WW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)
GCJ0	15H	300 ²	15	1810	121
		390 ²	19	2280	120
		490 ³	24	2840	118
		590	30	3410	114
		700	35	3910	112
GCJ1	20H	350 ³	25	3040	122
		450	29	3470	120
		530	34	3980	117
		580	39	4470	115
		700	46	5130	112
GCJ2	20H	700	45	5020	112
		830	54	5780	107
		900	58	6120	106
		1A	68	6960	102

Notes:

1 Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.

2 DLC Approved only at 120VAC.

3 DLC Approved at 120-240VAC.

Performance Data: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs available at leotek.com.

Product	LED Code	Drive Current Code	System Wattage (W)	Delivered Lumens (Lm) ¹	Efficacy (Lm/W)
GCJ0	15H	300 ²	15	2000	133
		390 ²	19	2490	131
		490 ³	24	3070	128
		590	30	3650	122
		700	35	4180	119
GCJ1	20H	350 ³	25	3240	130
		450	29	3720	128
		530	34	4320	127
		580	39	4850	124
		700	46	5510	120
GCJ2	20H	700	45	5430	121
		830	54	6210	115
		900	58	6630	114
		1A	68	7430	109

Notes:

1 Nominal lumens. Normal tolerance $\pm 10\%$ due to factors including distribution type, LED bin variance, and ambient temperatures.

2 DLC Approved only at 120VAC.

3 DLC Approved at 120-240VAC.

BUG Ratings: 3000K (WW)

All data nominal. IES files for all CCTs are available at leotek.com.

Product & LED Code	Drive Current Code	Type 2R	Type 3	Type 4	Type 5
		BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCJ0 15H	300	B0 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	390	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	490	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	590	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
GCJ1 20H	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	450	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	580	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
GCJ2 20H	700	B1 U0 G1	B1 U0 G1	B2 U0 G1	B3 U0 G1
	830	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	900	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	1A	B1 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1

BUG Ratings: 4000K (NW) and 5000K (CW)

All data nominal. IES files for all CCTs are available at leotek.com.

Product & LED Code	Drive Current Code	Type 2R	Type 3	Type 4	Type 5
		BUG Rating	BUG Rating	BUG Rating	BUG Rating
GCJ0 15H	300	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	390	B1 U0 G0	B1 U0 G1	B1 U0 G1	B1 U0 G0
	490	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G0
	590	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	700	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
GCJ1 20H	350	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	450	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	530	B1 U0 G1	B1 U0 G1	B1 U0 G1	B2 U0 G1
	580	B1 U0 G1	B1 U0 G1	B2 U0 G1	B3 U0 G1
	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
GCJ2 20H	700	B1 U0 G1	B2 U0 G1	B2 U0 G1	B3 U0 G1
	830	B1 U0 G1	B2 U0 G2	B2 U0 G1	B3 U0 G1
	900	B1 U0 G1	B2 U0 G2	B2 U0 G2	B3 U0 G1
	1A	B1 U0 G2	B2 U0 G2	B2 U0 G2	B3 U0 G1

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: June 28, 2018
Re: Broadcasting of Council Meetings

Town Council has requested the feasibility, costs, other improvements and proposed timeline of audio and video broadcasting of Council meetings.

The planned lease space at Harvest Commons as part of the finish-out will include a high-quality audio recording system. The recording system will be sufficient to allow the municipal court to convert to a court-of-record, if the council so decides. The recording system, with a few minor improvements, can broadcast through the Town's new website

The original finish-out plans did not include video capabilities. Working with current audio-visual contractor, a rough estimate of video recording equipment and installation is approximately \$40,000. The proposal would include three cameras: 1) wide-shot camera of the entire council, 2) camera focused on the speaker, and 3) a pan-and-zoom camera to focus on the whichever council member has the floor. Not included in the estimate is the annual cost of off-site, remote operation and monitoring of the video cameras.

Broadcasting of meetings and storage of audio and video recordings can be through the Town's future website host, CivicPlus. Their module CivicMedia can stream and store audio and video of council meetings. The planned audio recording and proposed video recording specifications meet their requirements. The launch date of the new website is at the end of the year, 2018. The costs to store audio and video recordings are \$1,500 annually.

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



CivicMedia

Mobile Video at Your Fingertips

Engage your citizens with videos on-the-go.

Engaging citizens is becoming harder as today's busy lifestyles clamor for information in a quick and mobile format. By leveraging online videos municipalities can quickly share information with citizens – whenever, wherever. CivicMedia enables you to engage your citizens through easy-to-use live streaming capabilities and accessible on-demand videos.

✓ MOBILE FRIENDLY VIDEO WITH ON-DEMAND STORAGE & PLAYBACK

- Easy access to videos anywhere and anytime
- High definition playback on most mobile devices
- Dedicated storage space separate from your website

✓ HIGH DEFINITION LIVE STREAMING

- Clear and crisp viewing quality with high definition video streaming
- Engaging real-time live videos

✓ EMBED VIDEOS IN PAGE CONTENT

- Easily embed your videos within any page content
- Ensure videos stay in the context of supporting information

✓ DRAG & DROP UPLOADING

- Easy-to-use drag and drop uploading tool

In 2015, 107.1 million U.S. users were watching video content on their mobile phones. These figures are expected to grow to more than 136.9 million in 2019.*Statista Inc.



Live stream video provides instant feed and connection to your viewers' devices. Prepare for live streaming with the following broadcasting requirements below.

HD WAVE BROADCASTER & MINIMUM BROADCASTING REQUIREMENTS:

1080p FULL HD (1920×1080)	720p HD (1280×720)	480p HD (854×480)
CPU: Intel Core™ i7 Extreme i7-975 3.33GHz or Intel Core™ i7 Extreme i7-965 3.2GHz or AMD Multi Core processors (AMD FX 4-Core Processor, AMD FX 6-Core Processor, AMD FX 8-Core Processor)	CPU: Intel Core 2 Quad 3GHz or faster; AMD A-Series processor or faster	CPU: Intel Core 2 Duo 2.66GHz
Memory: 4GB – any DDR3 memory	Memory: 4GB	Memory: 1GB
Available HD Space: 10MB or more available disk space	Memory: 4GB	Available HD Space: 10MB available disk space
Operating System: Microsoft Windows 7 or 8 compatible	Operating System: Microsoft Windows 7 or 8 compatible	Operating System: Microsoft Windows 7 or 8 compatible
Bitrate: 2000 Kbs recommended	Bitrate: 1200 Kbs and up recommended	Bitrate: 512 Kbs and up recommended



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5



Peter Dewing, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

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

**Town Council Meeting Minutes
Thursday, June 14, 2018
1400 FM 407 –Northlake, Texas**

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

Council present: Peter Dewing, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Town Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Eric Tamayo, Public Works Director; Robert Crawford, Chief of Police; Karen Bolyard, Finance Director; Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Town Counsel; Ben McGahey, PE Town Engineer; Andy Messer, Legal Counsel

2. Presentation of Donation of a Flag Retirement Box by John Amarante, Boy Scout Troop 280

3. Briefing Items

- A. Fred Balda, President, Hillwood Communities gave an update on Pecan Square Development along with Tom Woliver, Vice President, Planning & Development
- B. Dr. Ryder Warren, Superintendent and Tim McClure, Asst. Superintendent Facilities, gave updates on Northwest ISD

Mayor Dewing called for short recess at 6:35 pm, returned at 6:44 pm

- C. Sally Aldridge, President & CEO gave an update on Northwest Metroport Chamber of Commerce
- D. Mayor Dewing and Drew Corn gave a presentation on the Preliminary Budget for Fiscal Year 2018-2019

Addendum Item- Discussions were held on the fireworks ordinance, pro and cons of allowing of fireworks in the Town. Representatives from Mike Lugo, Argyle FD and Gary Johnson, Roanoke FD as well as Chief Crawford were on hand to give their input and answer questions

4. Mayor Dewing called the regular meeting to order at 8:10 pm, all members present
Mayor Dewing led the audience Pledge of Allegiance and a Moment of Silence

5. Public Input

- Judy Melhorn, resident of Northlake, stated she was opposed to fireworks in Northlake, can cause issues with animals; would like to see a noise ordinance in place especially when construction is nearby residential areas; would like to have better notification/communication between the town and residents when street work is to be done

- Cliff Travis, resident of Northlake, stated his opposition to fireworks being allowed in the town limits for safety issues
- Joel McGregor, resident of Northlake, stated he has noise concerns for Dale Earnhardt Way, would like to see a noise barrier erected near the RV Park and his residence; stated there are risks with fireworks

6. Consent Items

Councilmember Simpson moved to approve the consent items. 2nd by Councilmember Sessions
Vote: motion passed unanimous

- E. Town Council meeting minutes of May 10, 2018
 - F. Resolution No. 18-14 declaring the results of a General Election held on May 5, 2018 for the purpose of electing three residents to Places 1, 2, and 3 for a two-year term each
 - G. Resolution No. 18-15 declaring certain personal property owned by the Town to be surplus property and authorize the Town Administrator to dispose of such property
 - H. Resolution No. 18-16 approving the Town of Northlake Investment Policy
9. Mayor Dewing convened the council into Executive Session at 8:22 pm to discuss the following 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 551.071 consultation with the Town's attorney to seek advice on eminent domain actions to obtain right-of-way out of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law
 - c. Section 551.072 deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way out of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law
 - d. Section 551.071 with the Town's attorney to seek advice on eminent domain actions for drainage and temporary construction easements, out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and other public purposes permitted by law
 - e. Section 551.072 deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as drainage and temporary construction easements, out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and other public purposes permitted by law
 - f. Section 551.071 consultation with the Town's attorney to seek advice concerning the Town's legal options related to deteriorating or distressed pavement resulting from or appearing in areas constructed pursuant to the Canyon Falls Villages W1 Utilities Project

Mayor Dewing reconvene the council into Open Session at 9:24 pm

Executive Session Item f: Councilmember Simpson moved to authorize the Town Administrator to seek expert opinion related to pavement failures located in Canyon Falls for the use in potential litigation against RKM, the contractor and the surety pursuant to maintenance bond obligations. 2nd by Councilmember Sessions

Vote: motion passed unanimous

Mayor Dewing asked the council if they wanted to extend the meeting time after 9:30 pm deadline

Councilmember Simpson moved to extend the meeting time past 9:30 pm deadline. 2nd by Councilmember Montini

Vote: Motion passed unanimous

7. Regular Items

- I. Councilmember Hardeman moved to approve the appointment of Brian Montini as Mayor Pro Tem for a one-year term. 2nd by Councilmember Simpson

Vote: Motion passed unanimous

- J. Ordinance amending Ordinance No. 14-0626A being a Mixed-Use Planned Development zoning district; amending the western boundary of the zoning district by rezoning certain property in the Town of Northlake as described in Exhibit A and revising the official zoning map in accordance therewith; being more particularly described as a 2.07 acre tract of land, to be rezoned from Rural Residential (RR) to Mixed-Use Planned Development (MPD); and a 2.40 acre tract of land, to be rezoned from MPD to RR, located in the Patrick Rock Survey, Abstract No. 1063, in the Town of Northlake, Denton County, Texas (Heritage Fields MPD Amendment for boundary adjustment)

- i. Mayor Dewing opened the public hearing at 9:27 pm to hear comments for or against the proposed zoning change

No one came forward for or against

Mayor Dewing closed the public hearing at 9:28 pm

- ii. Councilmember Sessions moved to approve Ordinance No. 18-0614A. 2nd by Mayor Pro Tem Montini

Vote: Motion passed unanimous

- K. Councilmember Sessions moved to approve the Final Plat of Lot 1, Block A, Alliance Northport Addition, a one-lot phase of the proposed Alliance Northport development, being a 56.345-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the north side of Sam Lee Lane approximately 1,900 feet east of Ashmore Lane and zoned Industrial (I). Alliance Northport No. 3, Ltd is the owner. AIL Investment LP is the applicant/developer. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-011. 2nd by Councilmember Simpson

Vote: Motion passed unanimous

- L. Councilmember Sessions moved to approve the Site Plan for Alliance Northport Building 3, a proposed 1,214,233 square-foot industrial building on 56.345 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 1, Block A, Alliance Northport Addition, generally located on the north side of Sam Lee Lane approximately 1,900 feet east of Ashmore Lane at 8601 E. Sam Lee Lane and zoned Industrial (I). Alliance Northport No. 3, Ltd is the owner. AIL Investment LP is the applicant/developer. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-002. 2nd by Councilmember Simpson

Vote: Motion passed unanimous

- M. Councilmember Sessions moved to approve the Cost Sharing Agreement Relating to Use and Construction of Water Distribution Facilities between the Town of Northlake, Canyon Falls WCID No. 2 of Denton County and Canyon Falls MUD No. 1 of Denton County. 2nd by Councilmember Simpson

Vote: Motion passed unanimous

- N. Amendment to Article 8, 'Special Uses and General Regulations' and Article 9 'Design Standards' of the Unified Development Code of the Town of Northlake by adding or amending setback requirements for certain accessory structures in Section 8.2 'Accessory Uses and Structures'; and amending the maximum height requirement for certain fences in Section 9.11 'Screening and Fencing'

i. Mayor Dewing opened the public hearing at 9:31 pm to hear comments for or against the amendments

No one came forward for or against

Mayor Dewing closed the public hearing at 9:32 pm.

ii. Mayor Pro Tem Montini moved to approve Ordinance No. 18-0614B. 2nd by Councilmember Lambert

Vote: Motion passed

For: Montini, Lambert, Sessions, Simpson

Against: Hardeman

- O. Councilmember Simpson moved to approve Resolution No. 18-17, awarding a road construction bid to Conatser for paving of Cleveland-Gibbs Road between FM 407 to FM 1171. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

- P. Councilmember Simpson moved to approve Resolution No. 18-18 authorizing the Town Administrator to contract for driveway relocation just south of Sam Lee Lane and IH 35W frontage road not to exceed \$30,000 from the EDC and CDC funds. 2nd by Councilmember Sessions

Vote: Motion passed unanimous

- Q. Councilmember Simpson moved to approve Resolution No. 18-19 authorizing the Town Administrator to contract for drainage culvert extension for Dale Earnhardt Way project not to exceed \$300,000 from the EDC and CDC funds. 2nd by Councilmember Sessions

Vote: Motion passed

For: Simpson, Sessions, Lambert, Hardeman

Against: Montini

- R. Appointments to the Northlake Economic and Community Development Corporation Board of Directors – No Action, deferred to June 28th Meeting

Addendum Item

Mayor Pro Tem Montini moved to approve Ordinance 18-0614C, amending Section 1.02.001 of the Code of Ordinance by amending Town Council Meetings start time of 7:00 pm. 2nd by Councilmember Hardeman

Vote: Motion passed

For: Montini, Hardeman, Lambert

Against: Sessions, Simpson

- S. No action taken on the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately .4762 acres of a certain 3.530 acre tract of land located in the Patrick Rock Survey, Abstract No. 1063 in Northlake, Denton County, Texas, as right-of-way necessary for the construction and maintenance of roadway and utility improvements and for other public purposes permitted by law

- T. No action taken on the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining a 0.1981

acre permanent drainage easement and two temporary construction easements totaling 0.0896 acres out of that certain 56.40 acre tract of property owned by the Alma Doll Pratt Revocable Trust and the Shannon Lee Finucane Revocable Trust and located on the east side of Cleveland-Gibbs Road, south of FM 407 in Denton County, Texas, for the construction and maintenance of drainage improvements and for other public purposes permitted by law

8. Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting – deferred to June 28th Meeting
10. Mayor Dewing adjourned the meeting at 9:57 pm

Passed and approved on this the 28th day of June, 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND**

THIS AGREEMENT is made and entered into this _____
day of _____ 2018, by and between **DENTON COUNTY**, a political
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the
City/Town of _____, Denton County, Texas, also a political
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY**
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and
COUNTY has the authority to so act;

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in
consideration of the mutual promises, covenants, and agreements herein contained, do
agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in the **MUNICIPALITY** for ad valorem tax collection for tax year 2018, and each tax year for the duration of this Agreement.

COUNTY agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2019.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily

basis through September 30, 2019. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the 2018 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10, 2018 or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2018 tax rate by September 29, 2018. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2018 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2018, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$1.00** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

\$1.00 x the total number of parcels listed on **MUNICIPALITY's**

September 30, 2018 **end of year Tax Roll for tax year 2017.**

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:
County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

MUNICIPALITY:

The City of _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XII.

MUNICIPALITY hereby designates_____to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this,_____day of_____2018 .

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

MUNICIPALITY

Town/City: _____
Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

ATTEST:

BY: _____
Name _____
Title _____

APPROVED AS TO FORM:

Name
Denton County Assistant
District Attorney

SIGN HERE

SIGN HERE

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

_____ **PUBLIC IMPROVEMENT DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created _____, hereinafter referred to as "**DISTRICT**," and has levied special rate based assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September of 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for tax year 2018. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2019.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2019. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2018 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2018 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10, 2018, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$1.00** each. **The assessment rate is to be accompanied by the resolution passed by the governing body for the 2018 assessment year.** All assessments become due on receipt of the tax statement each year. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00.**

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the 2018 assessment year.**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2019, deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$1.00 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2018 **end of year assessment roll for assessment year 2017**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts.

CITY/TOWN shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XIII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this _____ day of _____ 2018.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:
BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:
BY: _____
Name _____
Title _____

SIGN HERE

APPROVED AS TO FORM:

Name
Denton County Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PUBLIC IMPROVEMENT ASSESSMENT
COLLECTION BETWEEN DENTON COUNTY, TEXAS AND**

_____ **PUBLIC IMPROVEMENT DISTRICT**

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created _____, hereinafter referred to as "**DISTRICT**," and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and;

WHEREAS, pursuant to § 372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A; and

NOW THEREFORE, **COUNTY** and **CITY/TOWN**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

I.

The effective date of this Agreement shall be the 1st day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018 to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **CITY/TOWN**, unless written notice of termination is provided by the terminating party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **CITY/TOWN** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** assessments for tax year 2018. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide monthly collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate payment or payment on the wrong account, **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the

County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments which are not paid by January 31, 2019.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30, 2019. **COUNTY** will provide monthly collection reports, monthly recap reports, and monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent assessment/collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**.

IV.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary. **CITY/TOWN** agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

COUNTY accepts responsibility for the acts, negligence, and/or omissions of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

VI.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VII.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VIII.

For the services rendered during the 2018 assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10, 2018 or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with an assessment roll identifying the assessments levied by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 10, 2018, **COUNTY** may charge a \$5,000.00 late processing fee, plus the per statement fee not to exceed **\$1.00** each. The assessment roll is to be in the form of a spreadsheet as required by the Tax Assessor/Collector and delivered to the Tax Assessor/Collector; delivery may be by CD, or FTP. All assessments become due on receipt of the tax statement each year. **Assessment roll is to be accompanied by the governing body resolution for the 2018 assessment year.**

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00**.

5. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.11 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, a delinquent assessment statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

7. For accounts which become delinquent on or after June 1st, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent assessments.

8. In the event **DISTRICT** levies a supplemental assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. **Supplemental Assessment Roll will be accompanied by a resolution passed by the governing body authorizing the supplemental assessement(s).**

9. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31, 2019 deduct from current collections of **DISTRICT** the “Total Cost” of providing all services described in paragraphs 1-7 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-7 above shall be the total of:

\$1.00 x the total number of parcels on **DISTRICT** Assessment Roll as reported on September 30, 2018 **end of year assessment roll for assessment year 2017**. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill.

CITY/TOWN further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **CITY/TOWN** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **CITY/TOWN** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners’ Court. All entities are assessed the same per parcel collection rate.

IX.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN** behalf and to deposit such funds into the **CITY/TOWN** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN** depository accounts only. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. If **CITY/TOWN** uses the same depository as **COUNTY**, the deposits assessments, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

X.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the assessment year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

XI.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XII.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone 940-349-2820

CITY/TOWN: _____

Address: _____

City, State, Zip: _____

Telephone: _____ Email: _____

XIII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIV.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this _____ day of _____ 2018.

COUNTY

Denton County
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Mary Horn
Denton County Judge

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

APPROVED FORM AND CONTENT:

Michelle French
Denton County
Tax Assessor/Collector

CITY/TOWN

Address: _____
City, State, Zip: _____

BY: _____
Name: _____
Title: _____

SIGN HERE

ATTEST:

BY: _____
Name _____
Title _____

SIGN HERE

APPROVED AS TO FORM:

Name

Denton County Assistant District Attorney



Tax Increment Reinvestment Zone No. 1

Canyon Falls

Item 6

NOTICE OF MEETING
BOARD OF DIRECTORS
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE
THURSDAY, JUNE 28, 2018
7:00 PM
TOWN OF NORTHLAKE, TEXAS

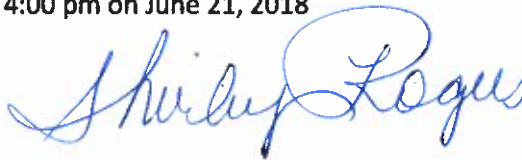
NOTICE IS HEREBY GIVEN that the Board of Directors of Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the "Zone"), will hold a public meeting to commence at 7:00 pm on June 28, 2018 at Northlake Town Hall, 1400 FM 407, Northlake Texas 76247

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

1. Call meeting to order
2. Election of Officers
3. Approval of FY 2018 proposed budget
4. Adjourn the meeting

CERTIFICATE

I HEREBY CERTIFY that the above and foregoing is a true, full and correct copy of a notice that was posted on a bulletin board located at a place at Northlake Town Hall, 1400 FM 407, Northlake Texas 76247, convenient to the public at all times at 4:00 pm on June 21, 2018



Shirley Rogers
Town Secretary

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: June 28, 2018

Re: Canyon Falls Tax Increment Reinvestment Zone (TIRZ) FY 2018-2019 Budget Adoption

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

The finance plan reimburses the developer for the trail system improvements over a term of 25 years. The finance plan also reimburses the Town for the off-ramp and administration costs.

Each year the TIRZ Board must recommend a budget for adoption by the Town Council. Because the Town is the only taxing entity participating in the TIRZ, the TIRZ is known as a single-entity TIRZ and the Town Council may appoint itself as the board. This arrangement was recommended due to the limited scope of projects, no participation by other taxing entities, and no debt issuance by the TIRZ.

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



Town of Northlake
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451	FY 2016 Actual	FY 2017 Actual	FY 2018 Original Budget	FY 2018 Actual As of 5/31	FY 2018 Projected Budget	FY 2019 Preliminary Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	0
REVENUES:						
Ad Valorem Taxes	-	36,896	73,451	73,451	73,451	113,036
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	36,896	73,451	73,451	73,451	113,036
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	43,451	-	43,451	83,036
Utilities	-	-	-	-	-	-
Services	1,385	30,314	30,000	4,591	30,000	30,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,385	30,314	73,451	4,591	73,451	113,036
REV OVER/(UNDER) EXP	(1,385)	6,582	0	68,860	0	-
ENDING FUND BALANCE	(1,385)	6,582	0	68,860	0	-



Regular Items

Agenda Item 7

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: Robert Crawford, Police Chief
Shirley Rogers, Town Secretary
Date: June 28, 2018
Re: Ordinance Revising Article 6.03 Fireworks to Allow Limited Discharge

At the June 14, 2018 Council Meeting, a majority of Council Members requested that the Town staff draft an ordinance allowing the discharge of fireworks with a number of limitations. Below are listed the initial council input followed by staff proposed language and explanation.

1. Only allow the limited discharge of fireworks on properties greater than one acre. After discussions with the Town Attorney and fire safety professionals, the most defensible Town regulations would allow all property owners to discharge fireworks during the permitted times. However, the Canyon Falls Homeowners Association does not allow the discharge of fireworks per their rules. The proposed ordinance revision allows limited fireworks discharge throughout the Town.
2. Only allow the limited discharge of fireworks on July the Fourth and New Years Eve from 6-11 pm. The proposed ordinance extends the hours until 11:59 pm of those holidays.
3. Do not allow bottle rockets or projectiles. Added to the definitions is Restricted Fireworks – those items classified under 49 C.F.R. Sec. 173.700(r)(2) as “skyrockets with sticks” and “missiles with fins.”
4. Do not allow fireworks during a burn ban. The proposed ordinance would not allow discharge during a burn ban.
5. Prohibit discharge of fireworks on right-of-way or public streets. In definitions, property does not include ROW and streets owned by the Town.
6. Only allow the limited discharge of fireworks on private property with the written permission of the property owner. After discussion with the Police Chief, verification of written permission would by a police officer would be difficult. Staff is proposing that an adult property owner be present.
7. Follow City of Denton penalties for causing fire intentionally or unintentionally. Since these regulations are found in state law, staff proposed not reiterating. Northlake Police has the authority to enforce these sections of the Texas Penal Code.

Town staff hopes that we have captured Council intent and appreciates the ability to include recommendations based on operational realities and defensibility of the final ordinance.

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

ORDINANCE NO. 18-0628

AN ORDINANCE AMENDING ARTICLE 6.03, "FIREWORKS," OF THE CODE OF ORDINANCES OF THE TOWN OF NORTHLAKE, TEXAS; ALLOWING THE DETONATION OF FIREWORKS IN CERTAIN SITUATIONS AND REGULATING SAID DETONATION AND THE USE THEREOF; 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, pursuant to Texas Local Government Code, Section 342.003(a)(8), the Town previously adopted regulations prohibiting the use of fireworks within the Town limits; and

WHEREAS, the Town Council of the Town of Northlake finds that the regulations previously adopted should be amended to allow property owners the ability to detonate fireworks in certain situations and on certain dates; and

WHEREAS, the Town Council finds that the proposed amendments to the applicable regulations related to fireworks are in the best interest of the public health, safety, and welfare of the Citizens of the Town of Northlake and the public; and

WHEREAS, the regulations adopted herein are intended to regulate the use of fireworks as permitted by Texas Local Government Code, Section 342.003(a)(8); and

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

SECTION 1.

That Chapter 6, "Fire Prevention and Protection," Article 6.03, "Fireworks," Section 6.03.001, "Definitions," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to add a definition of "Property" and "Restricted Fireworks" in alphabetical order to read as follows:

"Section 6.03.001 Definitions

Property. Private land area located within the Town limits. Property does not include streets or rights-of way owned by the Town.

Restricted Fireworks. Those items classified under 49 C.F.R. Sec. 173.100(r)(2) (10-1-86 edition), as "skyrockets with sticks" and "missiles with fins."

SECTION 2.

That Chapter 6, "Fire Prevention and Protection," Article 6.03, "Fireworks," Section 6.03.004, "Exceptions," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to read as follows:

“Section 6.03.004 Exceptions

- (a) The prohibition contained in section 6.03.003 of this article shall not apply to toy pistols, toy canes, toy guns or similar devices in which paper caps containing 0.0025 grains or less of explosive compounds are used, provided they are so constructed that the hand cannot come in contact with the cap when in place for exploding, and toy paper pistol caps which contain less than 0.0025 grains of explosive compounds, the sale and use of which shall be permitted at all times.
- (b) The prohibition contained in section 6.03.003 of this article shall not apply to signal flares or rockets for military or police use, nor shall section 6.03.003 apply to signal flares for use by motorists in distress.
- (c) The prohibition contained in section 6.03.003 of this article shall not apply to an authorized carrier engaged in the lawful transportation of fireworks.
- (d) The prohibition contained in section 6.03.003 of this article shall not apply to the use of 1.4G, consumer fireworks (as defined in the U.S. Department of Transportation's Hazardous Materials Table) by an individual on Property under the direct supervision of an owner of the Property who is 18 years of age or older provided:
 - (i) that the use or discharge is performed on July 4 or December 31 between the hours of 6:00 p.m. and 11:59 p.m. on those dates;
 - (ii) that Restricted Fireworks are not used or discharged;
 - (iii) all debris resulting from the use of fireworks must be removed by the Property owner by 12:00 p.m. the day following the use or detonation;
 - (iv) that no burn ban has been ordered by the town, the mayor, the county commissioner's court, the Argyle volunteer fire district fire chief or the county fire marshal.”

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 28th DAY OF JUNE, 2018.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Memo

To: Honorable Mayor and Members of Council

From: Drew Corn, Town Administrator

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

Date: June 28, 2018

Re: Appointments to the EDC and CDC Board of Directors

Multiple directors on the Northlake Economic and Community Development Corporations' Boards have terms expiring at the end of this month. EDC and CDC board members are appointed by the Town Council and may be removed by the Town Council with or without cause. A minimum of four members of each board must be a resident of Northlake, and members of the Town Council may serve on each board except that there is a limit of four Council members that may serve on the CDC board.

EDC Board of Directors (Term Expires)	CDC Board of Directors (Term Expires)
Laura Montini (May 2018) – President*	Jeff Mewhirter (May 2019) – President*
Marie Amarante (May 2019)*	Tammy Wright (May 2019) – Vice President*
Austin Jackson (May 2018)*	Dale Toon (May 2019) – Sec./Treasurer*
Linda King (May 2019)*	Vicki Parsons (May 2018)*
Bill Moore (May 2019)*	Andrea Richardson (May 2018)*
Victor Rivera (May 2018)	Bo Roberts (May 2018)*
Hillary Simpson (May 2018)*	Clifford Travis (May 2019)*

* denotes Northlake resident

All board members, whose terms are expiring, have expressed an interest in continuing to serve (see attached correspondence). There is no limitation on the number of terms that a board member can serve. We received six new applications recently from Ronald Berryman, Tom Dudark, Andy Gibson, Laura McGregor, and David Rettig, Northlake residents, and from Ashley Dewbre, a resident of Northlake's ETJ (applications attached).

Per the Town of Northlake Council's Rules of Order, any board member related to a Council member within the second degree of affinity or the third degree of consanguinity requires an affirmative vote of four of the five Council members. Laura Montini is the wife of Mayor Pro Tem Brian Montini (first degree affinity). Hillary Simpson is the daughter-in-law of Council Member Danny Simpson (second degree affinity).

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Friday, June 15, 2018 12:52 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Ronald Berryman
Address: 7711 Hillridge Drive
City, State and Zip: Northlake
Home Phone: [REDACTED]
Work Phone: [REDACTED]
Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: Assistant Director Maintenance Scheduling BNSF Railway. I have worked across the nation in multiple positions for the last 20 years with the same company. In that time I have gained experience in Transportation, working with state and federal organizations, marketing and especially in Engineering. I obtained a BS in Civil Engineering Technology from Oregon Institute of Technology in 1995.

Explain why you would like to serve on this board, commission, or advisory group.: I would like to be appointed to the EDC or CDC board to help give my experience back to the town. I understand that Northlake is growing and I would like to be part of the decisions that will occur in the coming year and also in the years to come.

Do you have any potential conflicts of interest?: No Explain any related experience you may have.: Experience in Traffic patterns, bringing new business to an area and what conflicts could arise. Understanding what State, Federal and Private money is available for use at a town level. Understanding what builders are responsible for financially and what falls on the company or citizens. Understand the down stream effects of development and what can be done well in advance to avoid conflicts.

What do you feel you have to offer this group?: An open mind and communication. There are a lot of strong personalities and opinions currently residing in Northlake. I feel I have a good pulse on the town and what the citizens want. Northlake is a very diverse community geographically and background wise. By communicating to all involved and understanding where everyone comes from will do nothing but build a better community.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

Recd
6/18/18
AR

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Monday, May 21, 2018 3:45 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Ashley Dewbre

Address: 700 Gannet Trail

City, State and Zip: Northlake, Tx 76226 **Home Phone:** [REDACTED]

Email Address: [REDACTED] **Occupation, Experience, Degrees Held?:** I graduated from Texas Woman's University with a Bachelor's in Family Studies. I obtained a 3.8 GPA. I then went on graduate from Texas Woman's University with a Master's of Arts in Teaching. I obtained a 4.0 GPA.

I am currently employed as a teacher in Lewisville ISD. I teach 1st grade. Next school year, I will be teaching in Denton ISD. I will be teaching Kindergarten. This experience in the Education field has allowed me to work closely with the different communities that I serve.

During my time in college, I also worked as an intern for Communities in Schools of North Texas. This allowed me many opportunities to view policy within Social Services and I also got to reach out to community members to help enhance student growth through providing resources to help ensure student success.

Explain why you would like to serve on this board, commission, or advisory group.: I would love the opportunity to serve on this board because I want to give back to the community that will be providing a happy place for my family to live. Working closely with the communities I have served in the past in the Education field, I feel that the community that surrounds a child is vital to the future success of a child and family. Offering opportunity for growth, economically and socially through properly executed and calculated development is important.

Northlake is a community of families. I feel that as a teacher, I have a strong foundation in understanding the needs of a community and how to go about ensuring that growth is intentional and successful with strong community values in place.

Do you have any potential conflicts of interest?: I do not have any conflicts of interest.

Explain any related experience you may have.: I have a lot of experience working with community members and excellent communication skills.

What do you feel you have to offer this group?: I feel that I am great at communicating with others and working to reach agreement and understanding.

I also feel that I have a strong understanding of community engagement and would hope that my time serving Northlake, would help bring successful growth and community support. I would love to help enhance the quality of life for all my fellow Northlake residents during my term serving this wonderful community!

This person selected the following option(s).

- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

RECEIVED
MAY 21 2018
BY: *Shirley Rogers*

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Friday, June 15, 2018 6:50 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Tom Dudark

Address: 7701 Clover Ridge Dr

City, State and Zip: Northlake, Texas 76247 **Home Phone:** [REDACTED] **Work Phone:**

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: Currently Retired. Previous: Director of Operations BAE Systems, Director of Operations The Boeing Company.

Education: BS in Engineering

Explain why you would like to serve on this board, commission, or advisory group.: This area in particular will be experiencing continuing Growth pressure in the coming years and I believe that a smart, measured response is critical as to not overwhelm the infrastructure pace. All the while we need to keep in our minds the reason Northlake is such a great place to live; rural heritage, open space, and reasonably low taxes.

Do you have any potential conflicts of interest?: No **Explain any related experience you may have.:** As a Director of Operations I was responsible for all facets of a \$400 million dollar business that supplied avionics components for various aerospace companies. Reporting to me were Finance, Engineering, Procurement, Manufacturing, Quality, Human Resources, etc...

Additionally I moved to Mexico to startup a manufacturing facility there in support of my US based parent company. In that role I coordinated with governmental regulatory agencies on both sides of the border while growing the site to over 300 employees before retirement.

What do you feel you have to offer this group?: 1. The ability to see more than one side of an issue 2. An acute financial acumen 3. A knowledge that I don't know everything so I ask a lot of questions 4. Not jumping to conclusions until I have gathered what facts are available.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Monday, June 04, 2018 7:26 AM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Andy Gibson

Address: 7950 Stone Ridge Dr.

City, State and Zip: Northlake TX, 76247 **Home Phone:** [REDACTED]

Occupation, Experience, Degrees Held?: Engineer, 17 years, BS Electrical Engineering Explain why you would like to serve on this board, commission, or advisory group.: I have lived in Northlake for 11 years. In this fast growing and developing environment I would like to volunteer in any capacity that will help shape Northlake into a city we can all be proud of now and in the future.

Do you have any potential conflicts of interest?: I have no conflict of interest.

Explain any related experience you may have.: I do not have any relative experience but I have an open mind and willingness to learn.

What do you feel you have to offer this group?: I can offer my life experiences, education, work experience and lessons learned to help with any decision making for the common good of the town of Northlake.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

RECEIVED
JUN 04 2018
BY: [Signature]

Do Not Click Reply - This e-mail has been generated from an online form.

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Thursday, May 24, 2018 1:41 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: AUSTIN JACKSON

Address: 1509 WESTVIEW LN

City, State and Zip: NORTHLAKE

Home Phone: [REDACTED]

Work Phone: [REDACTED]

Email Address: [REDACTED] **Occupation, Experience, Degrees Held?:** Manager of HR Strategy & Analytics for Dr. Pepper Snapple Group. Formerly Senior Strategy & Operations Consultant for Deloitte Consulting LLP. Experience with strategic assessments, operations management, HR, analytics, supply chain and transportation. Masters of Business Administration (MBA) from The University of Texas McCombs School of Business (2018) and a Bachelor's Degree in Business Administration with a focus on Information & Operations Management from Texas A&M (2011).
Explain why you would like to serve on this board, commission, or advisory group.: My Wife and I moved to Northlake 2.5 years ago after purchasing our first home together and are excited to continue to grow our roots and begin our family in Northlake. I would like to serve on the economic development corporation board to do my part to ensure Northlake remains a desirable, safe and family-oriented place to live and work.

Do you have any potential conflicts of interest?: None.

Explain any related experience you may have.: Northlake EDC Board Member from 2016 - 2018 as well as 6+ years of client service for internal and external teams in various industries.

What do you feel you have to offer this group?: For the past 2 years I have served on the EDC and have learned a great deal in that time. I'm looking forward to the opportunity to continuing to serve my community and offer perspectives on corporate strategy and incentives as well as industry trends. I have traveled extensively for my work and have experienced the benefits various towns/cities offer their citizens and corporations and hope to bring some of this knowledge to our discussions as we look to ensure Northlake remains the responsible, citizen-focused community I have come to know and love.

This person selected the following option(s).

-Northlake Economic Development Corporation (EDC)

Do Not Click Reply - This e-mail has been generated from an online form.

RECEIVED
MAY 24 2018
BY: *S. Rogers*

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Friday, June 15, 2018 11:34 AM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Laura McGregor

Address: 8921 E Sam Lee Ln

City, State and Zip: Northlake TX 76262 Home Phone: [REDACTED] Work Phone:

Email Address: [REDACTED] Occupation, Experience, Degrees Held?: I am a stay at home wife and animal caregiver. Before that I held a position as a CNA and home caregiver at various homes and agencies for about 10 years. I am a Medical Assistant by training. I am currently in school for veterinary technician. My husband is Denton County chair for the Northlake precinct, and we remain politically involved on a local level.

Explain why you would like to serve on this board, commission, or advisory group.: I am very interested in protecting freedoms and interests of American citizens, and being a positive influence for doing the right thing.

Do you have any potential conflicts of interest?: No.

Explain any related experience you may have.: As I mentioned above, my husband and I stay politically active locally and on the state level. I have pretty much been a tag along with him to political functions, but I am ready to step up and be part of the action! I am familiar (from meetings and such) about how many processes happen in the political world, and comfortable with making connections with the people surrounding it.

What do you feel you have to offer this group?: God has blessed me with a very personable attitude, a good sense of humor, and a servant's heart.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Community Development Corporation (CDC)

Do Not Click Reply - This e-mail has been generated from an online form.

Shirley Rogers

From: Nathan Reddin
Sent: Thursday, June 07, 2018 11:26 AM
To: Shirley Rogers
Cc: Drew Corn
Subject: FW: CDC board

From: Vicki Parson [REDACTED]
Sent: Thursday, June 7, 2018 11:12 AM
To: Nathan Reddin <nreddin@town.northlake.tx.us>
Subject: CDC board

Hello, Nathan,

After thought and consideration I would like to continue my position on the Community Development Corporation for our town.

If you need anything further from me regarding this, please call me at [REDACTED]

Thank you,

Vicki Parsons

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Wednesday, June 20, 2018 10:34 PM
To: Shirley Rogers
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: David Rettig

Address: 3905 Applewood Lane

City, State and Zip: Northlake, TX 76226 Home Phone: [REDACTED] Work Phone: [REDACTED] Email Address:

[REDACTED] Occupation, Experience, Degrees Held?: Director, Operational Excellence and Process

Engineering - Fidelity Investments Westlake, TX B.S. Business Administration; B.S. Information Science and Technology; Harvard University Continuing Education in Economics, Accounting and Operations Management Explain why you would like to serve on this board, commission, or advisory group.: As a resident of Northlake, I am particularly interested in driving development of the Northlake tax base, optimizing growth and mitigating macroeconomic risk factors (recession, interest rate increases, workforce contraction) to deliver the needed investments in road, utility and commercial development the town residents desire.

Do you have any potential conflicts of interest?: I have to gain approval from my employer to participate in local government, however as long as the role does not involve the direct investment of public securities owned by the town this will not be an issue to obtain.

Explain any related experience you may have.: I have 13 years experience as an executive advisor in matters of development, strategy, and operations management. With regard to this position, I am skilled at negotiating and driving positive outcomes in complex decisions often exceeding financial and operational targets. Many of the projects I've led require a knowledge of regulatory and legal issues, involve calculating return on investment and balancing risk with the costs to mitigate them. I have education in macroeconomics, risk and investment theory and optimization of limited resources. In my personal life, I currently hold or have held roles as a church deacon, high school AP Calculus teacher, tax and financial advisor, and IT venture capitalist/startup executive. I have built homes in several master planned communities as well as lived in rural areas and urban centers in 7 US states and Europe. I've dealt with issues related to several HOAs and church related expansion/development with municipalities. I also manage a small non-profit family charitable foundation which collects and donates to various social, economic, and educational organizations across the country.

What do you feel you have to offer this group?: I can bring a professional, executive approach to decision making, an ability to drive synthesis, learn quickly and deliver results that will help our town prioritize the right kind of development to fund the town needs and set us up for long term success. Drawing from education and experiences as an educator, home builder, financial advisor, and leader in for-profit and non-profit organizations, I would like to assist the town move forward and meet the needs of my neighbors and friends in Northlake.

This person selected the following option(s).

- Other Advisory Groups (as needed)
- Northlake Economic Development Corporation (EDC)
- Northlake Community Development Corporation (CDC)

RECEIVED
JUN 21 2018
SHIRLEY ROGERS

Do Not Click Reply - This e-mail has been generated from an online form.

Shirley Rogers

From: Nathan Reddin
Sent: Tuesday, June 05, 2018 6:14 AM
To: Shirley Rogers
Subject: FW: CDC

From: Andrea Richardson [REDACTED]
Sent: Monday, June 4, 2018 11:30 PM
To: Nathan Reddin <nreddin@town.northlake.tx.us>
Subject: CDC

Dear Mayor Dewing and Council Members,

As you know, I was appointed to an open seat just last month for the CDC. This seat is up for reappointment this next meeting. I would like to remain on the CDC, as I have not had a chance to really participate and contribute to our community of Northlake. I ask for your vote to keep me on the CDC so that I may continue to grow, learn and contribute. Thank you for your time and consideration in this matter.

Kind regards,
Andrea Richardson

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Sunday, May 06, 2018 4:58 PM
To: Nathan Reddin
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Andrea Richardson

Address: 3918 Applewood Ln

City, State and Zip: Northlake, TX 76226 **Home Phone:** [REDACTED]

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: I am currently a stay at home mom but former educator. I have a BA in English from Texas A&M University and a Masters of Education - Leadership from Lamar University. I taught for 14 years before moving abroad for 5 years.

Explain why you would like to serve on this board, commission, or advisory group.: I have a passion for education and community. Although I have not served in this particular capacity, I have served in various leadership roles and have the ability to listen to all parties involved and look at matters objectively. I love my Canyon Falls community and would like to help our interests be met, as well as other communities. Having lived abroad for 5 years, I learned to have compassion and objectivity for diversity, while integrating into a new community and culture. I feel this is the greatest asset I can bring to the board.

Do you have any potential conflicts of interest?: No, not that I can see.

Explain any related experience you may have.: Again, I don't have specific economic board experience, but I feel my life experiences have prepared me and taught me objectivity and how to assimilate well into a group.

What do you feel you have to offer this group?: I feel I have a new objective pair of eyes and ears to bring to the group. Having and knowing little of all the history of Northlake is actually a good thing!

This person selected the following option(s).

-Northlake Economic Development Corporation (EDC)

Do Not Click Reply - This e-mail has been generated from an online form.

Shirley Rogers

From: Please Do Not Click Reply <support@govoffice.com>
Sent: Sunday, May 06, 2018 4:58 PM
To: Nathan Reddin
Subject: Board, Commission and Advisory Group Application (form) has been filled out on your site.

Your Site has received new information through an online form.

Online Form: Board, Commission and Advisory Group Application Site URL: www.town.northlake.tx.us

Name: Andrea Richardson

Address: 3918 Applewood Ln

City, State and Zip: Northlake, TX 76226 Home Phone: [REDACTED] Work Phone:

Email Address: [REDACTED]

Occupation, Experience, Degrees Held?: I am currently a stay at home mom but former educator. I have a BA in English from Texas A&M University and a Masters of Education - Leadership from Lamar University. I taught for 14 years before moving abroad for 5 years.

Explain why you would like to serve on this board, commission, or advisory group.: I have a passion for education and community. Although I have not served in this particular capacity, I have served in various leadership roles and have the ability to listen to all parties involved and look at matters objectively. I love my Canyon Falls community and would like to help our interests be met, as well as other communities. Having lived abroad for 5 years, I learned to have compassion and objectivity for diversity, while integrating into a new community and culture. I feel this is the greatest asset I can bring to the board.

Do you have any potential conflicts of interest?: No, not that I can see.

Explain any related experience you may have.: Again, I don't have specific economic board experience, but I feel my life experiences have prepared me and taught me objectivity and how to assimilate well into a group.

What do you feel you have to offer this group?: I feel I have a new objective pair of eyes and ears to bring to the group. Having and knowing little of all the history of Northlake is actually a good thing!

This person selected the following option(s).

-Northlake Economic Development Corporation (EDC)

Do Not Click Reply - This e-mail has been generated from an online form.



DODSON LEGAL GROUP

14850 Montfort Dr. Ste. 165, Dallas, TX 75254 | 109 S. Woodrow Ln. Ste. 300, Denton TX 76205
Phone: (469) 400-0000 | Fax: (469) 317-3331 | Email: Victor@DodsonLegal.com

May 30, 2018

Via E-Mail at nreddin@town.northlake.tx.us

Nathan Reddin
Development Director
The Town of Northlake
1400 FM 407
Northlake, Texas 76247

Re: Reappointment on EDC Board of Directors

To the Honorable Peter Dewing, Town Council, and Mr. Reddin:

It has been my honor and privilege to serve the Town of Northlake on the EDC Board of Directors. With my appointment coming to an end, I would kindly request consideration for reappointment to the EDC Board. I would love to continue to be a part of Northlake's economic growth.

Since my initial appointment, four (4) changes have occurred. The first change is that I have moved from one house in Northlake to another in Northlake, within the same Harvest community. My new address is 1208 8th Street, Northlake, Texas 76226.

The next change is that my law partner and I have purchased seven (7) acres of land in Denton, Texas, and we are building a development. See attachment. This venture allows me to deal with multiple government agencies within a neighboring municipality which is great experience in my current appointment. The third change is that I am pursuing a fourth graduate/professional degree. I am currently pursuing a master's degree in Human Resources Management at Tarleton State University to go along with my JD and MBA degrees. My father always told me that when you stop learning, you start dying. Finally, the last change is that I have received Certificates of Completion from the Texas Economic Development Corporation for the Open Meetings Act, Public Information Act, and Economic Sales Tax.

Once again, I would be honored to continue to serve you and the residents of Northlake and would love to be reappointed to my current position.

Sincerely,

Victor Rivera

Victor Rivera, JD, MBA – COO / Managing Attorney (Board Certified Family Law Specialist)
Nathaniel Dodson, JD – CEO
Jasmin Dodson, JD
Clair Rivera, JD
Kellie Ball, JD

Amy Benoit, JD
Kelsey Thomas, JD
Richard Robinette, JD
Cameron Prysinger, JD
Gil Manzano, Jr., JD (Of Counsel)



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☒ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: BO ROBERTI

Address: _____

City/State/ZIP: NORTHLAKE, TX 76226

Home Phone: _____

Work/Cell Phone: _____

Email: _____

Fax: _____

How long have you lived at your current address? 22 YRS

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: _____

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

10 YEARS CITY COUNCIL 10 YEARS CDC and EDC

Why do you want to serve on this group?

HOPE THE TOWN CAN BE ASSET TO CDC

Do you have any potential conflicts of interest?

NO

Do you have any related experience?

What do you feel you have to offer this group?

EXPERIENCE

RECEIVED
MAY 30 2012

BY: Roger

Please complete Texas Open Record Act Information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

TEXAS OPEN RECORDS ACT INFORMATION

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made.

According to Texas Government Code Section 552.024 each employee or official of a governmental body and each former employee and official of a governmental body shall choose whether to allow public access to the information in the [REDACTED] governmental body that relates to the person's home address, home telephone number, and email address.

Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☐ Yes	☐ No
Home Phone Number	☐ Yes	☐ No
Email Address	☐ Yes	☐ No

Official Name (print): _____

Official Signature: _____ Date: _____



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☐ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Hillary Simpson

Address: 8427 Holder Rd.

City/State/ZIP: Northlake TX 76247

Home Phone: _____

Work/Cell Phone: (214) 415-3564

Email: hshivers@texop.com

Fax: (888) 901-2010

How long have you lived at your current address? 4.5 years

Are you a registered voter?

☒ Yes

☐ No

Certificate No.: 1144306765

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

* Real Estate Broker / Owner - Hill Properties, LLC

* Previous terms on EDC / CDC boards, 50th Town Anniversary Committee, UDC Advisory Committee

* Bachelor of Business Administration

Why do you want to serve on this group?

We have built our home in Northlake to raise our girls and live close to family. I am very passionate and mindful of how our area is growing. I want to participate as a director making responsible decisions while still maintaining our best interests for rural integrity.

Do you have any potential conflicts of interest?

Do you have any related experience?

With a background in real estate, as well as running our own businesses, I bring a responsible approach to planning and budgets.

What do you feel you have to offer this group?

A strong background in real estate and general business practices. A heartfelt desire to keep our town's growth in balance with our rural integrity — the MAIN reason for living in Northlake and one for which I am proud to brag on.

Please complete Texas Open Record Act information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 9/14/2011

TEXAS OPEN RECORDS ACT INFORMATION

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made.

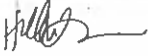
According to Texas Government Code Section 552.024 each employee or official of a governmental body and each former employee and official of a governmental body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the person's home address, home telephone number, and email address.

Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☒ Yes	☐ No
Home Phone Number	☒ Yes	☐ No
Email Address	☒ Yes	☐ No

Official Name (print): Hillary Simpson

Official Signature: 

Date: 21. May.2018

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Karen Bolyard, Finance Director
Shirley Rogers, Town Secretary
Date: June 28, 2018
Re: Tentative Council Meeting Dates for FY 2019 Budget Adoption

At the June 14, 2018 council meeting, council was briefed on meeting dates that meet legislative requirements. Since that meeting, the Town Administrator was asked to participate in the Texas Municipal League Municipal Policy Summit August 23-24. August 23, 2018 was tentatively the second tax rate hearing date which caused the budget adoption to occur on September 7, 2018 or fourteen days after. Staff requests the following dates for budget adoption actions:

July 12 th	Cancel Council Meeting
July 26 th	Schedule Public Hearings Vote of Proposed Tax Rate
August 9 th	Hold First Public Hearing on Tax Rate Hold Public Hearing on Budget
August 30 ^h	Hold Second Public Hearing on Tax Rate
September 14 th	Adopt Tax Rate Adopt Budget

The first meeting in July is typically cancelled because the Denton Central Appraisal District will not have certified roles until July 25, 2018. With the rescheduling of the second tax rate hearing, the September meeting can return to its normal second Thursday of the month. Mayor Dewing would like to confirm these dates with Council and publish these dates, so residents are informed.

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



Executive Session

Agenda Item 8