

1. Agenda

Documents:

[12-13-2018 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 12-13-18.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

**Northlake Town Council Agenda
Thursday, December 13, 2018 at 7:00 pm
1500 Commons Circle Suite 300 – Chamber Room
Northlake, Texas 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, December 13, 2018 at 7:00 pm at the Northlake Town Hall in the **Chamber Room, 1500 Commons Circle, Suite 300, 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. Discussion of Assumptions for Pecan Square Acreage Calculations

3. Regular Meeting to Order

Pledge of Allegiance and 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

B. Consider for approval the Town Council meeting minutes of 11-8-18

6. Regular Items

C. Consider for approval an ordinance amending Article 5, "Zoning Districts," of the Unified Development Code of the Town of Northlake by establishing a Neighborhood Commercial "NC" Zoning District; by revising the Commercial "C" Zoning District; by revising Section 5.6, "Dimensional and Development Standards Summary," and by revising Section 5.7, "Permitted Use Table," to provide for and amend certain development standards and other regulations applicable to certain zoning districts within the Town

i. Public Hearing

ii. Ordinance No. 18-1213A

- D. Consider for approval an ordinance establishing construction hours (Ordinance No. 18-1213B)
- E. Consider for approval a final plat for Lots 6R1-1R and 6R1-2R, Block 2, Texas Speedway Centre, being a replat of Lot 6R1, Block 2, Texas Speedway Centre, a 3.189-acre lot located on the southeast side of Raceway Drive approximately 900 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD). Superhost Northlake Hotel Partners LLC is the owner/applicant. Triangle Engineering LLC is the engineer. A&W Surveyors, Inc is the surveyor. Case # FP-18-022
- i. Public Hearing
- F. Consider for approval a Site Plan for Tru by Hilton, a proposed 43,740 square-foot, 98-room hotel on 2.394 acres, to be platted as Lot 6R1-2R, Block 2, Texas Speedway Centre, generally located on the southeast side of Raceway Drive approximately 900 feet south of SH 114 at 13451 Raceway Drive, and zoned Mixed-Use Planned Development (MPD). Superhost Northlake Hotel Partners LLC is the owner/applicant. Triangle Engineering LLC is the engineer. Case # SP-18-007
- G. Consider for approval a Final Plat of Lot 6, Town Commons, a 2.320-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 in the extraterritorial jurisdiction (ETJ) of the Town of Northlake. G Two Northlake LLC is the owner/applicant. Triangle Engineering LLC is the engineer. A&W Surveyors Inc is the surveyor. Case # FP-18-027
- H. Consider for approval a Site Plan for Goddard School, a proposed 10,931 square-foot daycare on 2.320 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 6, Town Commons, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 at 7851 Cleveland-Gibbs Road in the extraterritorial jurisdiction (ETJ) of the Town of Northlake. G Two Northlake LLC is the owner/applicant. Triangle Engineering LLC is the engineer. Case # SP-18-006
- I. Consider for approval a Final Plat of Lot 7, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 16.372-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Same Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-024
- J. Consider for approval a Site Plan for Alliance Northport Building 4, a proposed 225,472 square-foot industrial building on 16.372 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 7, Block A, Alliance Northport Addition, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Same Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-004

- K. Consider for approval a Final Plat of Lot 8, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 15.042-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer/surveyor. Case # FP-18-025
 - L. Consider for approval a Site Plan for Alliance Northport Building 5, a proposed 225,930 square-foot industrial building on 15.042 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 8, Block A, Alliance Northport Addition, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-005
 - M. Consider for approval a resolution authorizing the Town Administrator to contract for professional engineering services with Halff Associates not to exceed \$396,710 for roadway design of realignment and widening of Cleveland Gibbs Road from FM 1171 to 4,500 feet south
 - N. Consider for approval a resolution authorizing the Town Administrator to contract for services with Aims Companies not to exceed \$244,100 for Southside Sewer Collection System Evaluation and limited repair
 - O. Consider acceptance and approval of conveyance documents conveying certain public facilities to the Town to be used by the public for trails, parks, open spaces, recreational facilities, dog park, and splash pad in Canyon Falls
 - P. Consider approval of a Maintenance Agreement between the Town of Northlake and Canyon Falls Master Community, Inc. for the maintenance of public facilities located within the Tax Increment Reinvestment Zone Number One for Canyon Falls
7. Convene into Executive Session
- Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (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

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at ***Town Hall
1500 Commons Circle, Suite 300, Northlake, Texas*** on Thursday, December 6, 2018 by 7:00 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)



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

Brian Montini, Mayor Pro Tem
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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Assumptions for Pecan Square Acreage Calculations

Council Member Hardeman recently requested the following information from Hillwood Communities on the acreage in various categories.

1. Total number of acres in Pecan Square not including the acreage for schools
2. Total number of acres sold to NISD for schools/athletic complex
3. Total number of acres of green space not occupied by any building
4. Total number of acres of public space with building(s)
5. Total number of acres dedicated to roads
6. Total number of acres with single family residential units
7. Total number of acres with multi-unit housing units
8. Total number of acres in commercial
9. Total number of single family homes
10. Total number of multi-unit housing units

Fred Balda with Hillwood deferred from responding directly and recommended contacting me to respond because Hillwood had provided much of this information in previous presentations, plats and other council actions. I attempted to respond to Council Member Hardeman's request as best as I was able which you received via email on November 27, 2018. I was able to address some questions such as the total acreage of the development and the acreage of the school property.

However, much of the acreage is not known. Per the Mixed-Use Planned Development (MPD) District Zoning, each land use area can fluctuate by up to 15%. The MPD was designed to maximize the number of larger lot homes and minimize the number of smaller lot homes. The acreage of various land use areas are approximations and can change per zoning. Therefore, in order to provide the acreage data a number of assumptions are needed.

Coincidentally, Hillwood Communities provided an updated Plan of Development to Northlake which defined some of the data Ms. Hardeman requested (attached). The updated plan was based on the recent revisions approved by Council at the November 8, 2018 Council meeting. Still some of the requested data requests need further clarification.

Assumptions for Pecan Square Acreage Calculations

December 13, 2018

Page 2 of 2

The total number of acres of green space not occupied by any building would require building square footage. Also, green space is not defined in the UDC or the Pecan Square MPD. This could include private yards but not sidewalks. Public Space is another term that is not defined in either document. This could mean areas where the public can access versus private areas that only available to HOA members. Area dedicated to roads was partially provided in the Plan for Development as 64.2 acres, but this number does not include internal residential roads; an assumption would need to be made on this acreage.

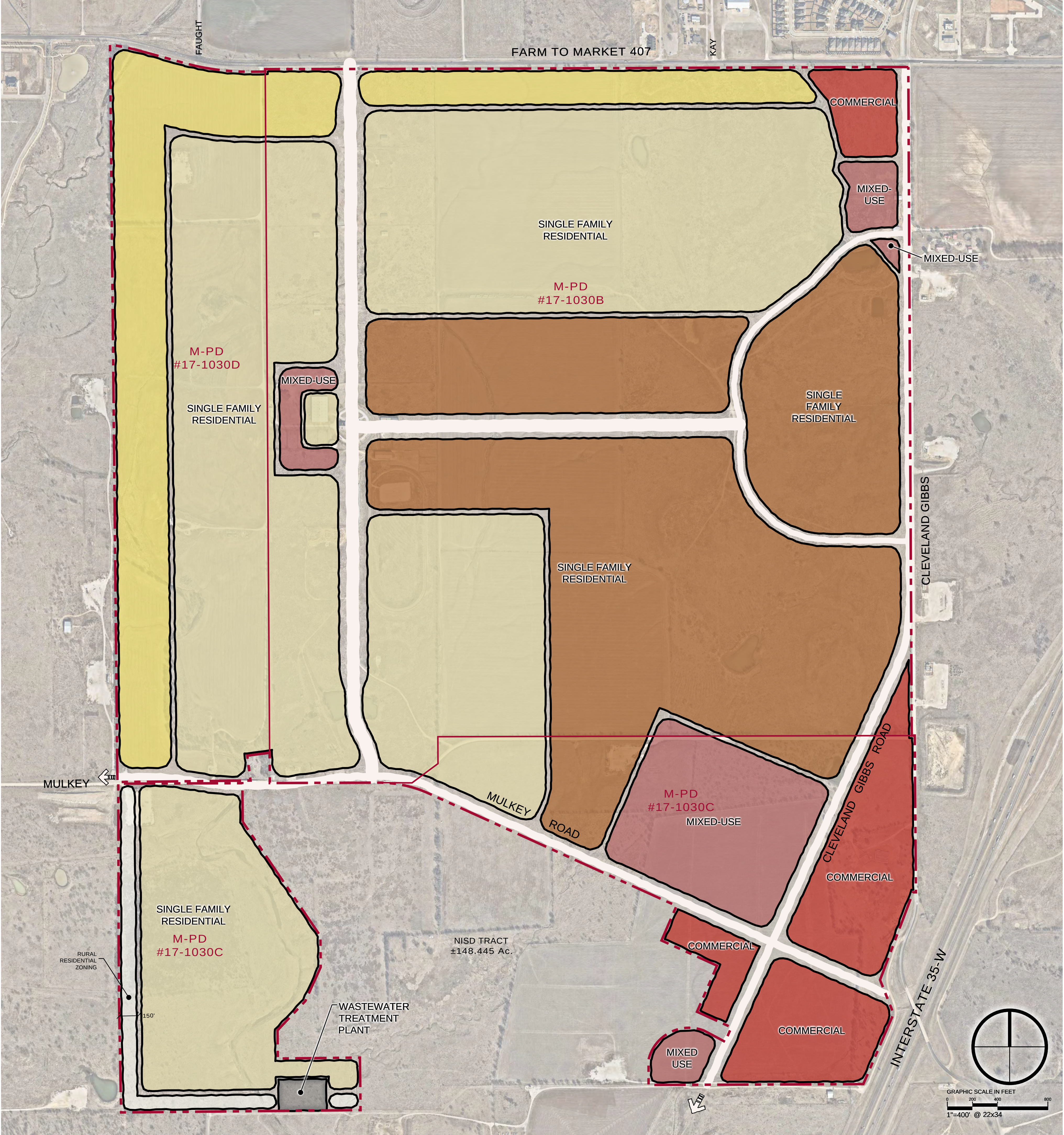
The updated plan shows 828.8 acres of single family detached but all residential products in the MPD are single family. Single family attached can occur in the Mixed-Use land use area which is 62.1 acres but so can commercial buildings. Multi-unit housing is not defined in either document and could mean multi-family (which there is none in the MPD) or could mean single family attached; I need clarification. Total acres of dedicated commercial land use are now 72.8 acres, an increase of 2 acres, but commercial can occur in Mixed-Use.

Once I receive clarification on what is meant by “multi-unit housing units”, I can provide the maximum number of units allowed per Concept Plan but even these numbers can vary. The total number of single family detached units cannot exceed 325 units per Concept Plan 2 (school site). However, the developer can have a combination of either attached or detached not to exceed 325 so again this depends on final buildout.

Per Northlake Council Rules of Order Section 7.6 REQUESTS FOR RESEARCH OR INFORMATION: “All written products generated by any member of Town staff in response to a request for information or research from a Council Member will be copied to the full Town Council.” The results of my research, based on clarifications and assumptions, will necessarily be provided to the full Council. I want to ensure that I have input from the full Council before I responded and that the full Council was aware that depending on assumptions the calculations can vary.

In consultation with Mayor Dewing, he directed me to bring this item to full Council for discussion so that all council members may have input. The Mayor requests that the council agree on the definitions of terms before I proceed with my research. Accordingly, he directed the Town Secretary to add a discussion item to the agenda. I also informed Ms. Hardeman of this approach.

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



PLAN FOR DEVELOPMENT NOTES

- DEVELOPMENT SHALL BE GOVERNED BY ALL LAWFULLY ADOPTED RULES IN EFFECT AND APPLICABLE TO THE PROPERTY AT THE TIME THIS PLAN FOR DEVELOPMENT IS FILED WITH THE TOWN OF NORTHLAKE.
- PER THE PD ZONING ORDINANCE GOVERNING THIS PROJECT, THE FOLLOWING CHANGES TO THE PLAN FOR DEVELOPMENT ARE MINOR AND DO NOT REQUIRE TOWN APPROVAL: REALIGNMENT OF ROADWAYS, THE SIZE OF EACH SUBDISTRICT PROVIDED THE SIZE DOES NOT CHANGE BY MORE THAN 15 PERCENT FROM THE SIZE OF THE SUBDISTRICT SHOWN ON THE APPLICABLE CONCEPT PLAN ATTACHED TO THE APPLICABLE PD ORDINANCE, CHANGES TO THE CONFIGURATION OF THE OPEN SPACE AREAS SHOWN ON THE APPLICABLE CONCEPT PLAN PROVIDED A MINIMUM OF 15 PERCENT OF THE OVERALL DEVELOPMENT SHALL BE USED AS OPEN SPACE. OPEN SPACE AREAS SHALL BE A MINIMUM OF 0.5 ACRES IN SIZE TO SATISFY THE MINIMUM 15 PERCENT REQUIREMENT.
- THE LOCATION AND ALIGNMENT OF ARTERIALS AND COLLECTORS SHOWN ON THIS PLAN IS CONCEPTUAL AND MAY BE ADJUSTED BASED ON FINAL ENGINEERING AND DESIGN OF THE PROJECT. ADDITIONAL ARTERIALS, AND OTHER ROADWAYS NOT SHOWN ON THIS PLAN MAY BE ADDED.
- PERMITTED USES ARE THOSE PERMITTED BY THE PD ZONING ORDINANCES THAT APPLY TO THE PROPERTY AT THE TIME OF FILING THE PLAN FOR DEVELOPMENT.
- THE 150-FOOT WIDE AREA GOVERNED BY RR ZONING WILL BE DEVELOPED IN ACCORDANCE WITH RR ZONING, AND IS NOT GOVERNED BY THE OTHER NOTES AND TABLE ON THIS PLAN FOR DEVELOPMENT.
- GAS WELL SETBACKS - ALL FUTURE DEVELOPMENTS ADJACENT TO AN EXISTING OIL OR GAS WELL SITE SHALL OBSERVE THE FOLLOWING SETBACKS, WHICH SHALL BE THE EXCLUSIVE SETBACK REQUIREMENTS FOR NEW DEVELOPMENT NEAR A GAS WELL, GAS PIPELINE, OR ANY RELATED IMPROVEMENTS REGARDLESS OF ANY CONFLICTING PROVISIONS IN THE UDC, THE TOWN'S BUILDING AND FUTURE CODES, OR ANY OTHER PROVISION OF THE TOWN'S CODE OF ORDINANCES:
 - A MINIMUM 150 FEET OF SEPARATION SHALL BE REQUIRED FROM THE WELL BORE HOLE TO ANY PROPERTY LINE.
 - A MINIMUM 300 FEET OF SEPARATION SHALL BE REQUIRED FROM THE WELL BORE HOLE TO THE CLOSEST BUILDABLE PORTION OF A LOT.
 - A MINIMUM 20 FEET OF SEPARATION SHALL BE REQUIRED FROM ANY GAS WELL COLLECTION PIPE LINE TO THE CLOSEST BUILDABLE PORTION OF A LOT.

PLAN FOR DEVELOPMENT
Pecan Square
HILLWOOD COMMUNITIES
A PEROT COMPANY ®

BEING 1033.89 ACRES IN THE F.W. THORNTON SURVEY
ABSTRACT #1244 AND ALEXANDER McDONALD SURVEY,
ABSTRACT #785

OWNER:
Pecan Square Phase 1, LLC
3000 Turtle Creek Blvd.
Dallas, TX 75219

OWNER:
HP Gibbs, LP
3000 Turtle Creek Blvd.
Dallas, TX 75219

November 28, 2018

LAND USE SUMMARY

Land Use Summary	
Single Family Detached	828.8 Ac.
Mixed-Use	62.1 Ac.
Commercial	72.8 Ac.
Waste Water Treatment Plant (WWTP)	6.0 Ac.
Internal Major Roads	64.2 Ac.
Total	1033.89 Ac.
Unit Count (Detached)	3021 Units
Unit Count (Attached)	490 Units
Total Units	3511 Units

- NOTE:
1. ALL ACREAGES SHOWN ARE APPROXIMATE AND SUBJECT TO CHANGE.
2. UNIT COUNTS ARE MAXIMUM. THERE IS NO MINIMUM NUMBER OF UNITS.
- RESIDENTIAL:**
ANY COMBINATION OF THE FOLLOWING USES: SINGLE FAMILY DETACHED HOMES, PARKS, PUBLIC PRIMARY AND SECONDARY SCHOOLS, A PUBLIC SCHOOL STADIUM AND SPORTS FACILITIES, AGRICULTURAL USES.
- COMMERCIAL SUBDISTRICT:**
ANY COMBINATION OF THE FOLLOWING USES: ASSISTED LIVING, CHURCH, HOSPITAL, MUSEUM, PARKS, SCHOOL, BANK, CAR WASH, DAY CARE, FUEL STATION, HOTEL/MOTEL, LAUNDRY CLEANING, OFFICE, RESTAURANT, RETAIL, OUTDOOR RECREATION, PROFESSIONAL SERVICES, AGRICULTURAL USES.
- MIXED-USE SUBDISTRICT:**
ANY COMBINATION OF THE FOLLOWING USES: ASSISTED LIVING, CHURCH, HOSPITAL, MUSEUM, PARKS, SCHOOL, BANK, CAR WASH, DAY CARE, FUEL STATION, HOTEL/MOTEL, LAUNDRY CLEANING, OFFICE, RESTAURANT, RETAIL, OUTDOOR RECREATION, PROFESSIONAL SERVICES, AGRICULTURAL USES, SINGLE FAMILY DETACHED, SINGLE FAMILY ATTACHED.
- OPEN SPACE:**
THE FOLLOWING USES ARE PERMITTED WITHIN OPEN SPACE: PASSIVE AND ACTIVE RECREATIONAL USES, MEETING SPACE AND OFFICES WITHIN THE EXISTING ARENA AND BARN, COMMUNITY GARDENS, OTHER AGRICULTURAL USES, ONE OR MORE AMENITY CENTERS, FOOD TRUCK OR OTHER FOOD AND ENTERTAINMENT VENDING OPERATIONS, FIREWORKS ON NATIONAL HOLIDAYS, AND SIMILAR USES.

TABLE 1 NOTES

- LOT COVERAGE IS MEASURED AS THE AREA COVERED BY THE ROOF OF THE RESIDENCE AND GARAGE.
- ALL WOOD MUST BE STAINED OR PAINTED.
- SWIMMING POOLS MAY BE LOCATED IN THE REQUIRED REAR YARD SETBACK
- PORCH FLOORING IS REQUIRED TO BE MASONRY, CONCRETE, OR WOOD.
- PORCH COLUMNS ARE REQUIRED TO BE MASONRY, WOOD, OR FIBERGLASS.
- PORCH ROOF TRIM IS REQUIRED TO BE WOOD, FIBERGLASS, OR MASONRY.
- ROOFING MATERIALS ARE REQUIRED TO BE ASPHALT SHINGLES, METAL, SLATE, SIMULATED SLATE, OR TILE.
- HOME BUSINESSES MAY BE LOCATED ABOVE OR WITHIN A GARAGE AND MUST BE OPERATED BY THE HOME OWNER.
- THE MAXIMUM LOT COVERAGE REQUIREMENTS SUBSTITUTE FOR THE MAXIMUM IMPERVIOUS COVER REQUIREMENTS IN THE UDC.
- THE FRONT YARD SETBACK SHALL BE MEASURED FROM THE STREET RIGHT-OF-WAY TO THE FRONT FACE OF THE BUILDING, COVERED TERRACES, EAVES, AND ROOF EXTENSIONS MAY PROJECT INTO THE REQUIRED FRONT YARD.
- ON CORNER LOTS, THE FRONT YARD SETBACK SHALL BE REQUIRED ONLY ALONG THE STREET ON WHICH THE HOME FRONTS.
- EVERY PART OF A REQUIRED SIDE YARD SHALL BE OPEN AND UNOBSTRUCTED EXCEPT FOR ACCESSORY BUILDINGS, FENCES, LANDSCAPING, AND THE ORDINARY PROJECTIONS OF WINDOW SILLS, BELT COURSES, CORNICES AND OTHER ARCHITECTURAL FEATURES PROJECTING NOT TO EXCEED TWELVE INCHES INTO THE REQUIRED SIDE YARD, AND ROOF EAVES PROJECTING NOT TO EXCEED 24 INCHES INTO THE REQUIRED SIDE YARD.
- EVERY PART OF A REQUIRED REAR YARD SHALL BE OPEN AND UNOBSTRUCTED TO THE SKY FROM A POINT 30 INCHES ABOVE THE GENERAL GROUND LEVEL OF THE GRADED LOT, EXCEPT FOR ACCESSORY BUILDINGS, FENCES, LANDSCAPING, AND THE ORDINARY PROJECTIONS OF WINDOW BAYS, BELT COURSES, CORNICES AND ROOF OVERHANGS AND OTHER ARCHITECTURAL FEATURES PROJECTING NOT TO EXCEED 24 INCHES INTO THE REQUIRED REAR YARD.
- WHERE LOTS HAVE DOUBLE FRONTAGE, RUNNING FROM ONE STREET TO ANOTHER, A REQUIRED FRONT YARD SETBACK SHALL BE PROVIDED ON BOTH STREETS.
- ALLEYS ARE PERMITTED, BUT NOT REQUIRED. FRONT ENTRY, REAR ENTRY, J-SWING, AND SIDE ENTRY GARAGES ARE PERMITTED.
- A MINIMUM OF TWO ENCLOSED PARKING SPACES PER DWELLING UNIT SHALL BE REQUIRED.
- IN THE ESTATE SUBDISTRICT, A MINIMUM LOT SIZE OF 20,000 SQUARE FEET MAY BE SUBSTITUTED FOR THE MINIMUM LOT WIDTH AND LOT DEPTH IN TABLE 1.
- THE FOLLOWING RESIDENTIAL ARCHITECTURAL STANDARDS SHALL APPLY TO THE 40' SINGLE FAMILY LOTS IN THE LIFESTYLE SUBDISTRICT: ALL RESIDENCES SHALL INCLUDE AT LEAST FOUR OF THE FOLLOWING DESIGN FEATURES TO PROVIDE VISUAL RELIEF ALONG THE FRONT OF THE RESIDENCE:
BAY WINDOW, BRICK CHIMNEY ON EXTERIOR WALL VISIBLE FROM FRONT OF THE HOME, CAST STONE ACCENTS, A COVERED FRONT PORCH, DORMERS, GABLES, VARIABLE ROOF PITCH, SHUTTERS

TABLE 1

Development Standard	Subdistrict							
	Lifestyle		Traditional		Estate		Mixed Use	
							Attached SF	Detached SF
	40' (Rear Entry)	50'	50'	60'	70'	100'	22'	40' (Rear Entry)
Minimum Lot Width								
Minimum Lot Depth	90'	110'	115'	115'	125'	200'	80'	90'
Minimum Front Yard Setback	10'	20'	20'	20'	20'	25'	None	10'
Minimum Side Yard Setback	10' spacing between homes on separate lots	5'	5'	5'	5'	10'	None	10' Spacing between homes on separate lots
Minimum Rear Yard Setback	7.5'	10'	10'	10'	10'	20'	None	7.5'
Porch Minimum Front Yard Setback	5'	12'	12'	12'	12'	12'	None	5'
Front Porch Minimum Depth	4'	4'	4'	4'	4'	4'	4'	4'
Front Porch Maximum Depth	5'	12'	12'	12'	12'	12'	12'	5'
Garage Minimum Front Yard Setback	N/A	20'	20'	20'	20'	25'	N/A	N/A
Garage Minimum Year Yard Setback	7.5'	10'	10'	10'	10'	10'	3.5'	7.5'
Garage Minimum Side Yard Setback	10' spacing between garages on separate lots	5'	5'	5'	5'	10'	None	10' spacing between garages on separate lots
Maximum Building / Structure Height	40'	40'	40'	40'	40'	40'	50'	40'
Maximum Number of Stories	2	2	2	2	2	2	2.5	2
Maximum Lot Coverage	65%	55%	55%	55%	55%	55%	100%	65%
Minimum Roof Pitch	8:12	6:12	6:12	6:12	6:12	6:12	6:12	8:12
Minimum Dwelling Size	1,300 SF	1,600 SF	1,700 SF	2,000 SF	2,200 SF	2,400 SF	1,200 SF	1,300 SF
Minimum Masonry % on Exterior of Residence (Excluding porch floor, columns, and roof trim)	100%	100%	100%	100%	100%	100%	100%	100%
Maximum Size of Accessory Buildings (Cumulative)	600 SF	600 SF	600 SF	600 SF	600 SF	600 SF	N/A	600 SF
Maximum Building Area Occupied for Home Business / Home Occupation	600 SF	600 SF	600 SF	600 SF	600 SF	600 SF	600 SF	600 SF
Maximum Number of Units per Subdistrict (per Concept Plan 1)*	1175		1750			96		490
Minimum % of Units per Product Type within Each Subdistrict (Per Concept Plan 1)*	N/A	50%	N/A	40%	10%	N/A		N/A
Maximum % of Units per Product Type within Each Subdistrict (Per Concept Plan 1)*	50%	N/A	50%	N/A	N/A	N/A		N/A
Maximum Number of Units per Subdistrict (per Concept Plan 2)*	1175		1500			96		325
Minimum % of Units per Product Type within each Subdistrict (per Concept Plan 2)*	N/A	50%	N/A	35%	5%	N/A		N/A
Maximum % of Units Per Product Type within Each Subdistrict (per Concept Plan 2)*	50%	N/A	60%	N/A	N/A	N/A		N/A

*Measured at full buildout



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

Northlake Town Council Meeting Minutes
Thursday, November 8, 2018
1400 FM 407 – Chamber Room
Northlake, Texas 76247

1. Regular Work Session

Mayor Peter Dewing called the work session to order at 7:00 pm, all members present

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

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

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

2. Special Recognition

- A. Mayor Dewing read Proclamation No. 18-5 recognizing Municipal Court Week in Texas, November 5th – 9th
- B. Mayor Dewing read Proclamation No. 18-6 In Honor of Veteran's Day – Recognizing Town Staff who have served in the Military- Northlake Patrol Officer Alvin Carey-USMC; Northlake Patrol Officer Tyler Lenderman, USMC; Northlake Police Sergeant Dwight Thornton, US Army; and Northlake Public Works Inspector Mark Toler, US Army

3. Briefing Items

- C. FY 18 Quarterly Investment Report given by Karen Bolyard
- D. FY 18 Quarterly Budget Report given by Karen Bolyard

4. Regular Meeting

Mayor Dewing called the regular meeting to order at 7:13 pm, quorum present
Mayor Dewing led the Pledge of Allegiance and Moment of Silence

5. Public Input

Resident Dale Toon stated how being a rural community was very important to everyone in Northlake, but had concerns from the last election cycle, the meanness people were towards each other and would hope the new council would do all they could to bring the community back as it should be
Resident Clifford Travis, was concerned about the addendum item listed on the agenda about censorship

Did not think that was a good idea, thinks the articles in Cross Timbers are good reading and many people read the paper. Hopes the community can come together again without all the decisiveness and be more positive

Resident Scott Mitchell, stated his objections to a sewer package station located behind his property along Old Justin Road. Concerned about odor, location, size of the plant, generator noise and lights too bright. Thinks it could bring his property value down

Resident Bill Moore, stated his concerns about the same sewer plant located near the Prairie Farms subdivision, the location, the size of the plant, generator noise and lights. Believes it will affect value of property in the subdivision

Drew Corn, Town Administrator stated for the record this was not a sewer package plant, is a pump lift station, has met all TCEQ's rules and regulations, will be screened with landscaping and fenced, generator will only come on which there is no electricity as a power back up, lights will only be used when the PW crew is working/maintenance during the night

6. Consent Items

Mayor Dewing pulled Item F at the request of Councilmember Hardeman

Councilmember Simpson made the motion to approve consent items E & G. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous

E. Town Council meeting minutes of 10-11-18

G. Resolution No. 18-29 of the Town Council of the Town of Northlake, Texas approving and authorizing the Town Administrator to enter into an agreement for the purchase of two vehicles for the Public Works Department

F. Councilmember Hardeman made the motion to approve Resolution No. 18-28 of the Town Council of the Town of Northlake, Texas approving and authorizing the Town Administrator to enter into an agreement for the purchase of two police vehicles for the Police Department. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous

7. Regular Items

H. Councilmember Simpson made the motion to approve Ordinance No. 18-1108 revising the concept plans within the "MPD" Mixed-Use Planned Development ordinances for Pecan Square. 2nd by Mayor Pro Tem Montini

Vote: motion passed

For: Simpson, Montini, Sessions

Against: Hardeman, Lambert

- I. Councilmember Sessions made the motion to approve the Final Plat of Lots 1R, 2-5, Block A, Northlake Office Park, being a replat of Lot 1, Block A, Northlake Office Park, containing 1.9089 acres located in the extraterritorial jurisdiction of the Town of Northlake at the northwest corner of FM 407 and Thompson Road. Northlake Office Park, LLC is the owner/applicant. Spry Surveyors is the surveyor. Case # FP-18-026. 2nd by Councilmember Lambert

Vote: motion passed unanimous

- a. Mayor Dewing opened the public hearing at 8:03 pm to hear comments for or against the Final Plat

No one came forward for or against the Final Plat

Mayor Dewing closed the public hearing at 8:04 pm

- J. Mayor Pro Tem Montini made the motion to approve the Final Plat of Harvest Meadows Phase 4, a subdivision consisting of 98 single-family residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 21.130-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located south and west of the intersection of Hawks Way and 9th Street. Harvest Meadows Phase 4, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-18-009. 2nd by Councilmember Sessions

Vote: motion passed unanimous

- K. Councilmember Sessions made the motion to approve the Final Plat of Harvest Phase 4B, a subdivision consisting of 73 single-family residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 21.841-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, located on the north side of Old Justin Road approximately 700 feet east of Cleveland-Gibbs Road. Harvest Phase 4, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-18-028. 2nd by Councilmember Simpson

Vote: motion passed unanimous

- L. Councilmember Sessions made the motion to approve the Final Plat of Canyon Falls Pennington Phase Two, a subdivision consisting of 120 single-family residential lots and 2 HOA/Open Space lots on approximately 25.402 acres of land in the MEP & PRR Survey, Abstract No. 913, generally located on the east side of Cleveland-Gibbs Road approximately 1,100 feet north of FM 1171, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner. Newland Real Estate Group, LLC is the applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-18-017. 2nd by Councilmember Lambert

Vote: motion passed unanimous

- M. Councilmember Sessions made the motion to approve the Final Plat of Canyon Falls Pennington Phase Three, a subdivision consisting of 66 single-family residential lots and 2 HOA/Open Space lots on approximately 15.775 acres of land in the W. Love Survey, Abstract No. 728, and the MEP & PRR Survey, Abstract No. 913, generally located south and west of Westbridge Drive approximately 1,300 feet west

of Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner. Newland Real Estate Group, LLC is the applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-18-021. 2nd by Councilmember Lambert

Vote: motion passed unanimous

- N. Councilmember Lambert made the motion to approve the Interlocal Cooperation Agreement between Denton County and Town of Northlake for the construction of Cleveland-Gibbs Road south of FM 1171. 2nd by Councilmember Sessions

Vote: motion passed unanimous

- O. Councilmember Hardeman made the motion to cancel the following Council meetings: November 22, 2018, December 27, 2018 and January 10, 2019. 2nd by Councilmember Simpson

Vote: motion passed unanimous

Addendum item:

Mayor Pro Tem Montini read a statement into the minutes stating he felt the Mayor violated Section 7.13 of the Council Rules of Order by publishing an article in the Cross Timbers Gazette on Nov 4th, 2018 without getting prior approval from council

Mayor Pro Tem Montini made a motion stating that the council finds that the Mayor has violated the Council Rules of Order, Section 7.13; clarifying the rules for the Mayor and hoping that the Mayor will choose to follow the rules in the future and stating that repeat violations moving forward may result in additional action by the council against the Mayor. 2nd by Councilmember Hardeman

Vote: motion failed

For: Montini, Hardeman

Against: Simpson, Sessions, Lambert

8. Mayor Dewing convened the council into Executive Session at 8:30 pm to discuss the following:
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) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - 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

Mayor Dewing reconvened the Council into Open Session at 8:40 pm

Action to be taken:

Councilmember Sessions made a motion to authorize the Town Administrator to negotiate and execute all necessary agreements and paperwork for Town right-of-way acquisition for property located on or along Old Justin Road. 2nd by Councilmember Simpson

Vote: motion passed unanimous

9. Mayor Dewing adjourned the meeting at 8:41 pm

Passed and approved on this the 13th day of December 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary



Regular Items

Agenda Item 6

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Text amendments to Article 5 of the Unified Development Code (UDC)

Staff presented recommended revisions to the Unified Development Code (UDC) related to Article 5 at the September 13th Town Council meeting. The primary purpose of those revisions was to create a new Agricultural zoning district, but other revisions were recommended as the Article was thoroughly evaluated. A couple of the recommended revisions were approved, but most were not. One of the recommendations discussed by Council was an increase of the maximum height and the maximum coverage allowed in the Commercial zoning district. Council was concerned that allowing more height and density, although it may be appropriate in the commercial areas near the intersection of 35W and 114, could also allow the increased height and density farther north in Town and closer to residential and rural areas.

In order to address that concern, staff has drafted a UDC amendment that will create a new Neighborhood Commercial district to be used in such areas. Its standards will be unchanged from the current Commercial district standards in place. No areas north of Denton Creek are currently zoned Commercial, but a few Mixed-Use Planned Developments include commercial areas as part of a larger master plan which reference the Commercial district as a base. Increasing the height and coverage for the Commercial district in general could allow the same for these areas, so staff developed the new Neighborhood Commercial district to apply in such cases. This allows for the Commercial district, which now will only apply to Commercial zoned properties near the 35W and 114 intersections to be amended to allow up to 65 feet in height and a floor area ratio of 1.0 while keeping the current standards for other commercial areas now to be called Neighborhood Commercial. A few related clean up items are also recommended. A summary of these recommended changes in addition to creating the Neighborhood Commercial district is provided below:

- Increased the maximum height allowed in the Commercial district from 40 feet to 65 feet. Staff believes this was the original intent because a note in the key associated with the dimensional requirements provides for additional setbacks for buildings above 40 feet in height. The Industrial district has the same note and allows for a

maximum height of 65 feet. 65 feet should accommodate a typical 5 story building. Permitted uses in the Commercial zoning district such as hotels are often 4-5 stories tall but would not meet the max. height requirement as currently stated. 5 stories are likely to be needed for any new high-quality hotels to develop in Northlake. This height will also allow for mid-rise office buildings as office use is also permitted in the Commercial district.

- More clearly defined maximum coverage and floor area ratio.
- Increased the floor area ratio (FAR) in the Commercial district from 0.5 to 1.0 in order to better accommodate 4-5 story buildings on a site. Setback, landscape buffer, and parking requirements will still apply and help keep massive buildings from covering an entire site. Current 4-story hotels which have been developed in planned development districts and do not have to meet the UDC FAR have FAR's of up to 0.8. Similar to the height issue, a high-quality hotel is likely to need a much greater FAR than the existing 0.5 in order to be developed in the Commercial zoning district. A greater FAR will also allow for more substantial office development in the Commercial district.

A draft ordinance to amend the UDC is attached along with a redline version of the Article to provide context for the revisions.

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

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

Article 5 Zoning Districts (Updated 9/13/2018)

Sec. 5.1 Purpose and Applicability

The purpose of this ordinance is to establish zoning regulations and districts in accordance with the Town's Comprehensive Land Use Plan in order to promote the health, safety, morals, and general welfare of the Town. They have been designed to lessen congestion in the streets; to promote safety from fire, panic, flood, and other dangers; to provide adequate light and air; to prevent overcrowding of land; to avoid undue concentration of populations; and to facilitate the adequate provision of transportation, water, sewer facilities, parks, and other public requirements. They have been made with reasonable consideration, among other things, for the character of each district and its suitability for the particular uses specified, and with a view to conserving the value of buildings and encouraging the most appropriate use of land throughout the Town consistent with the Town of Northlake Comprehensive Land Use Plan. Nothing herein shall be construed to grant "permanent" zoning.

Sec. 5.2 Zoning Districts Established

The Town is hereby geographically divided into zoning districts and the boundaries of those districts herein are delineated upon the Official Zoning District Map of the Town. The use and dimensional regulations as set out in this article are uniform throughout each district. Zoning districts are established in compliance with the adopted Comprehensive Plan. The districts established shall be known as:

Symbol	District Name
RR	Rural Residential
CRO	Conservation Residential Overlay
RE	Rural Estate
MH	Manufactured Homes
MU	Mixed Use
NC	Neighborhood Commercial
C	Commercial
I	Industrial

Sec. 5.3 Initial Zoning Upon Annexation

- A. As soon as practical following annexation, but in no event more than one hundred (180) calendar days thereafter, the Town Council shall, on its own motion or by request of the property owners of the annexed area, initiate proceedings to establish the zoning on the newly annexed territory. Unless otherwise requested by application of the property owner, the zoning of newly annexed territory shall be Rural Residential (RR).
- B. The zoning of a land parcel, whether by motion of the Town Council or by request of the property owner shall be processed in the same manner as a request for a zoning change in accordance with section 5.4. Notification requirements and the responsibility of the Town Council shall be in accordance with a request for a zoning change.
- C. The owner of land to be annexed may submit an application for zoning the property concurrently with submission of the request for annexation, but no such annexation application may be made conditioned upon the approval of any particular zoning classification. The Town Council may act on an ordinance to establish the zoning of the property being annexed at the same meeting as the action on the annexation ordinance so long as final approval of the annexation ordinance occurs prior to final approval of the ordinance to establish the zoning.

Sec. 5.4 *Zoning Change/Zoning Map Amendment*

A. Applicability

1. The Town Council may, from time to time, on its own motion, by request of the Town Administrator, or by application from a property owner, establish or amend the boundaries shown on the Official Zoning Map of the Town. A zoning change or zoning map amendment is required to establish the use of land and the development associated with the proposed zoning classification for the purpose of establishing and maintaining sound, stable and desirable development within the Town.
2. Approval of a zoning change or zoning map amendment authorizes a property owner to submit subsequent development applications consistent with the amendment or zoning change.

B. Application Requirements

1. Application Required

Any request for a zoning change or zoning map amendment shall be accompanied by an application and zoning exhibit prepared in accordance with the application requirements of the Town.

2. Accompanying Applications

A request for a zoning change or zoning map amendment may be accompanied by an application for amendment of the Future Land Use Map or by a Preliminary Plat. Approval of a zoning change or zoning map amendment shall require all subsequent development applications to be consistent with the approved amendments.

C. Processing of Application and Decision

1. Submittal

An application for a zoning change or zoning map amendment shall be submitted to the Town Administrator or his/her designee. The Town Administrator or his/her designee shall review the application for completeness in accordance with section 4.2. The Town Administrator or his/her designee may, at its option, request a recommendation from any other Town Department or consultant. The Town Administrator or his/her designee shall notify the applicant of items requiring correction or attention before providing a recommendation on the application. After appropriate review, the Town Administrator or his/her designee shall forward a written recommendation to the Town Council for consideration.

2. Notification Requirements

An application for a zoning change or zoning map amendment requires the following notification in accordance with section 4.3:

- a. Written notice
- b. Published notice.

3. Decision by Town Council

The Town Council may vote to approve, approve with conditions, or deny the amendment. The Town Council may, on its own motion or by request of the property owner, postpone consideration of the request to a certain date that is not more than thirty (30) calendar days from the date of the current consideration in order to review additional information or modifications which may have a direct bearing on the final decision.

4. Consideration of Previously Denied Amendment

A request for a zoning change or zoning map amendment for a tract of land shall not be considered by the Town Council within six (6) months of the Council's decision to deny the request unless the request is to a different zoning classification or there has been a substantial change in the conditions surrounding the parcel since the initial request. For the purpose of this section, a request may be considered substantially different if the change is to a different zoning classification, there is a change in conditions relating to zoning principles of the property or surrounding properties or there is a change in the nature of the development of the property or surrounding properties. The Town Administrator or his/her designee shall have the authority to determine whether the request is substantially different from the initial request.

D. Criteria for Approval

The Town Council, in considering final action on a zoning change or zoning map amendment, may, without limitation, consider the following criteria:

1. Whether the proposed zoning change or zoning map amendment implements the policies of the adopted Comprehensive Plan, including the land use classification of the property on the Future Land Use Map;
2. Whether the proposed zoning change or zoning map amendment promotes the health, safety, or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town;
3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;
4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;
5. Whether there have been environmental and/or economic changes which warrant the requested change;
6. Whether there is an error in the original zoning of the property for which a change is requested;
7. Other criteria which, in the discretion of the Town Council, in exercise of its legislative authority, are deemed relevant and important in the consideration of the amendment.

E. Protests

1. If a proposed zoning change or zoning map amendment is protested in accordance with this section, the proposed change must receive, in order to take effect, the affirmative vote of at least three-fourths (3/4) of all members of the Town Council according to LCG §211.006(d). The protest must be written and signed by the owners of at least twenty (20%) percent of either:
 - a. The area of the lots or land covered by the proposed zoning change or zoning map amendment; or
 - b. The area of the lots or land immediately adjoining the area covered by the proposed zoning change or zoning map amendment and extending two hundred (200) feet from that area.
2. In computing the percentage of land area under section 5.4.E.1.a above, the area of streets and alleys shall be included.

Sec. 5.5 *Statement of Purpose and Intent for Zoning Districts*

A. Rural Residential District (RR)

The rural residential areas are characterized by large lot, single family residential, ranch and farm development typically with asphalt roads with bar ditch drainage. Rural residential areas most closely maintain the existing rural character currently within Northlake. Minimum lot sizes are five acres.

B. Conservation Residential Overlay (CRO)

Conservation residential overlay areas are to be utilized in areas where the tract of land contains environmentally sensitive features. The use of the overlay district has the specific intention to conserve open land, including those areas containing unique and sensitive natural features such as woodlands, steep slopes, streams, floodplains and wetlands and setting them aside from development. Neighborhoods created within this district are intended to have direct or visual access to open land with amenities in the form of neighborhood open space, and with a strong neighborhood identity.

C. Rural Estates (RE)

The rural estate district is intended to be utilized as a single-family district with densities of approximately one (1) unit per acre which would serve as buffer areas between the rural residential areas and areas of higher intensity such as mixed use areas and industrial areas. The rural estate district is intended to be utilized specifically where natural features such as streams and floodplains are not available to be utilized as buffer areas.

D. Manufactured Homes (MH)

The purpose of this district is to provide adequate space and restrictions for the placement of HUD-Code manufactured homes in the Town within designated subdivisions. This does not include mobile homes as defined in this UDC. The MH District is also established to provide housing densities compatible with existing and proposed neighborhoods by providing alternative housing types both in construction and economy within the MH District. No HUD-Code manufactured home shall be allowed on any parcel or lot except on parcels or lots within the MH District. It is the intent of the MH HUD-Code Manufactured Homes District to provide the maximum amount of freedom possible in the design of such developments and the grouping and layout of homes within such developments in order to provide amenities normally associated with planned residential areas.

E. Mixed Use (MU)

The primary location for commercial and higher density housing within the Town is intended to be located within the Mixed Use district. The district encourages a compact pedestrian-oriented mix of uses. The uses are office, retail, service, civic and higher density residential uses located in close proximity to each other in order to create an attractive environment in which to live, work and play. The mix of uses is anticipated to create a sense of place, organized around one or more public or civic uses that serve to unify the overall development. Environmental features should be preserved and integrated into the plan of development. The major land uses shall be linked by way of pedestrian linkages, trails and greenways that connect the businesses, residences and open space. The pedestrian-oriented nature of the district should be emphasized by the building scale and design, block sizes, pedestrian-oriented uses and pedestrian-friendly streetscapes. Mixed use districts must be master planned, and therefore, mixed use districts may only be designated through the Planned Development process by utilizing Mixed Use as the base zoning district.

F. Neighborhood Commercial District (NC)

The neighborhood commercial district is established to provide limited retail and services intended for the use of nearby neighborhood areas. Neighborhood commercial development should be located in nodes at appropriate intersections with limited or no strip development, promoting a main street theme. Access to neighborhood commercial developments is intended to be provided from main thoroughfares and not through residential areas. The neighborhood commercial district was known as the commercial district prior to December 13, 2018. The neighborhood commercial district shall serve as the base zoning district for any planned development districts approved prior to December 13, 2018 which reference the commercial district as a base.

~~F.~~G. Commercial District (C)

~~The commercial district is established to provide retail and services for the town residents as well as providing regional serving development along major freeways adjacent to major thoroughfares and highways and to provide sites for community and regional retail shopping centers containing a wide variety of commercial establishments. Commercial development should be located in nodes at appropriate intersections with limited or no strip development, promoting a main street theme. It is intended for commercial developments to provide access off main thoroughfares and not through residential areas.~~

~~G.~~H. Industrial District (I)

The industrial district is established to accommodate industrial development which represents a type of economic development appropriate for the diversification of the employment base of the Town. The range of industry which may be classified as industrial is rapidly expanding as a result of developments in modern technology. To take full advantage of new industrial potential for clean compatible types of industry, performance standards are specified covering noise, smoke, and particulate matter, other air contaminants, hazardous materials, fire and explosive hazard, glare, and vibration.

Sec. 5.6 Dimensional and Developmental Standards Summary

A. General

All projects or developments shall comply with all of the applicable dimensional and development standards of this Article. Additional requirements may also apply as required in other sections of this UDC. All area requirements and lot sizes shall be calculated based on gross acres.

Table 5.1 – Dimensional Requirements									
Requirements		Zoning Districts							
		RR	CRO	RE	MH	MU	NC	C	I
		Rural Residential	Conservation Residential Overlay	Rural Estates	Manufactured Homes	Mixed Use	Neighborhood Commercial	Commercial	Industrial
Minimum Lot Size and Dimensions	Area	5 acres	2 acres	1 acre	7,500 sq. ft.	Per PD	<u>None</u>	None	None
	Width at BL	150 ft.	100 ft.	100 ft.	60 ft.	Per PD	<u>None</u>	None	None
	Depth	200 ft.	200 ft.	200 ft.	100 ft.	Per PD	<u>None</u>	None	None
Minimum Yard Setbacks	Front	50 ft.	25 ft.	25 ft.	25 ft.	Per PD	<u>30 ft.</u>	30 ft.	20 ft.
	Side	25 ft.	10 ft.	10 ft.	15 ft.	Per PD	<u>10 ft.</u>	10 ft.	10 ft.
	Side Adj. to Street	25 ft.	25 ft.	15 ft.	10 ft.	Per PD	<u>10 ft.</u>	10 ft.	10 ft.
	Rear	40 ft.	40 ft.	25 ft.	25 ft.	Per PD	<u>10 ft.</u>	10 ft.	10 ft.
Miscellaneous Lot Requirements	Minimum Dwelling Unit Area	1,500 sf	1,500 sf	1,500 sf	None	Per PD	<u>None</u>	None	None
	Maximum Height	35 ft.	35 ft.	35 ft.	35 ft.	Per PD	<u>40 ft.</u>	<u>40-65 ft.</u>	65 ft.
	Maximum Impervious Coverage	25%	25%	35%	25%	Per PD	<u>FAR 0.5</u>	<u>FAR 0.51.0</u>	FAR 0.5
	Key	a, b, c, <u>h</u>	a, b, c, d, e, <u>h</u>	a, b, c, <u>h</u>	<u>aA, h</u>	a, b	<u>a, i</u>	a, f, <u>i</u>	a, f, g, <u>i</u>

Key:

- a. Refer to Article 9 for additional design requirements.
- b. All single-family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
- c. 50 ft. maximum height for agricultural structures such as barns and silos. Height may be increased upon approval of a Specific Use Permit.
- d. Maximum density of 1 unit per 5 acres of gross development acreage.
- e. Minimum 40% of gross development acreage preserved as open space.
- f. Minimum 20 ft. side or rear yard plus 1 foot for each for each foot of building height above 40 ft. when adjacent to a single-family use or zoning district.
- g. All uses must be in compliance with performance standards as listed in section 8.8.
- h. Maximum coverage is the maximum portion of a lot which may be occupied by buildings or structures, including accessory buildings or structures which are thirty inches (30") above ground level.
- g.i. Maximum coverage is expressed as a Floor Area Ratio (FAR), the floor area of a building or buildings on a lot divided by the lot area.

B. Additional Dimensional and Development Standards

1. All lots developed for residential purposes shall comply with the lot area, minimum setbacks and height requirements established in Table 5.1 for the zoning district(s) in which the lot(s) is/are located. All lots developed for allowed non-residential purposes, within residential zoning districts, shall comply with lot, area and height requirements established in Table 5.1 for the zoning district(s) in which the lot(s) is/are located.
2. All lots developed for non-residential purposes shall comply with lot, area, minimum setbacks, and maximum height requirements established for the zoning district(s) in which the lot(s) is located.
3. All lots shall have at least the minimum area, width and depth as indicated in the Table 5.1 in this section.
4. Platted subdivisions established by a duly approved plat filed with the County prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or ~~square footage~~area requirements.
5. No lot existing at the time of passage of this UDC shall be reduced in size below the minimum area requirements set forth in Table 5.1.
6. Minimum lot size requirements shall not apply to previously platted lots that are annexed into the Town, but shall apply in the event of a vacation and replat of such property. All other requirements of this UDC shall nevertheless apply.
7. No portion of any building on a residential lot may be located on any lot closer to any lot line or to the street right-of-way line than is authorized in Table 5.1 set forth in this section unless otherwise listed below:
 - a. Where the frontage on one side of a street is divided by two or more zoning districts, the front yard setback shall comply with the requirements of most restrictive district for the entire frontage between the nearest intersecting streets.
 - b. Where the building setback line has been established by a recorded plat and is in conflict with the requirements of this UDC, the plat shall control.
 - c. The front yard setback shall be measured from the property line to the front face of the building, covered porch, covered terrace, or attached accessory building. Eaves and roof extensions may project into the required front yard, not to exceed two (2') feet.
 - d. Side Yards: Every part of a required side yard shall be open and unobstructed except for accessory buildings as permitted herein and the ordinary projections of window sills, belt courses, cornices and other architectural features projecting not to exceed twelve (12") inches into the required side yard, and roof eaves projecting not to exceed twenty-four (24") inches into the required side yard.
 - e. Rear Yards: Every part of a required rear yard shall be open and unobstructed to the sky from a point thirty (30") inches above the general ground level of the graded lot, except for accessory buildings and landscaping as permitted and the ordinary projections of window sills, belt courses, cornices and roof overhangs and other architectural features projecting not to exceed twenty-four (24") inches into the required rear yard.
 - f. Where lots have double frontage, running from one street to another, a required front yard setback shall be provided on both streets.

- g. Mixed Use Building: In a building serving dwelling and other uses, in any district, the height and area regulations applicable to non-residential buildings shall apply.

Sec. 5.7 Permitted Use Table (Amended by Ord. 14-0626C & Ord. 18-0913G)

A. Use of Land and Buildings

Structures, land or premises shall be used only in accordance with the use permitted in the following use table subject to compliance with the dimensional and development standards for the applicable zoning district and all other applicable requirements of this UDC.

B. Permitted Principal Uses

No principal use shall be permitted in any district unless it appears in the following permitted use table.

1. Legend for the Permitted Use Table:

P	Use is permitted in district indicated
S	Use is permitted in district indicated upon approval of Specific Use Permit
	Use is prohibited in district indicated

Table 5.2 – Permitted Use Table								
USES	DISTRICTS							
	Rural Residential	Conservation Residential Overlay	Rural Estate	Manufactured Homes	Mixed Use	Neighborhood Commercial	Commercial	Industrial
	RR	CRO	RE	MH	MU	NC	C	I
AGRICULTURAL USES	RR	CRO	RE	MH	MU	NC	C	I
Farm, ranch, or orchard	P	P	P		P	P	P	P
Livestock auction	S							P
Recreational ranch or farm (Dude Ranch)	S	S						
Stables, Commercial	P	P						
Stables, Private	P	P						
RESIDENTIAL USES	RR	CRO	RE	MH	MU	NC	C	I
Assisted Care or Living Facility					P	P	P	
HUD-Code manufactured home				P				
Family or Group Home	S				S			
Multi-family dwelling					P			
Recreational Vehicle (includes RV parks)				P				

Single-family attached dwelling (Townhouse)					P			
Single-family detached dwelling	P	P	P	P	P			
Two family dwelling (Duplex)					P			
Vacation / Short Term Rental	S	S	S		S			
EDUCATIONAL AND INSTITUTIONAL USES	RR	CRO	RE	MH	MU	<u>NC</u>	C	I
Cemetery or mausoleum	S							
Church / Place of Worship	S	S	S		P	<u>P</u>	P	
Community Service					P	<u>P</u>	P	
Hospital, Sanitarium, nursing or convalescent home					P	<u>P</u>	P	P
Museum					P	<u>P</u>	P	
Parks and Playgrounds	P	P	P	P	P	<u>P</u>	P	P
School, College or Trade (Private)					S	<u>S</u>	S	S
School, College or Trade (Public)	P	P	P		P	<u>P</u>	P	P
School, primary and secondary (Private)	S	S	S		P	<u>P</u>	P	
School, primary and secondary (Public)	P	P	P		P	<u>P</u>	P	P
Semi-public Halls, Clubs and Lodges	S	S			P	<u>P</u>	P	P
Transit Facility					P	<u>P</u>	P	P
COMMERCIAL, OFFICE AND SERVICE USES	RR	CRO	RE	MH	MU	<u>NC</u>	C	I
Alternative Financial Services					S	<u>S</u>	S	
Amusement / Gaming Devices (Arcade)					S	<u>S</u>	S	
Amusement / Recreation (Indoor)					P	<u>P</u>	P	
Amusement / Recreation (Outdoor)					S	<u>S</u>	S	S
Auto Repair and Service					S	<u>P</u>	P	P
Auto Sales					S	<u>S</u>	S	S
Bank					P	<u>P</u>	P	
Bed and Breakfast	S	S			S			
Car wash					S	<u>P</u>	P	P
Day Care	S	S			S	<u>P</u>	P	S
Fueling Station (Automobiles)					S	<u>P</u>	P	P
Fueling Station (Trucks)					S	<u>S</u>	S	P
Greenhouse or nursery	S					<u>S</u>	S	P
Heavy Equipment Sales, Service or Rental						<u>S</u>	S	P
Hotel or motel					P	<u>P</u>	P	
Laundry/dry cleaning; pick-up and/or self-service					P	<u>P</u>	P	
Office / Professional Service					P	<u>P</u>	P	P
Pawn Shop								P
Personal Services					P	<u>P</u>	P	P
Restaurant					P	<u>P</u>	P	
Retail / Commercial					P	<u>P</u>	P	
Sexually Oriented Business								S

Tattoo Parlor						<u>S</u>	S	S
Truck Stop								S
Veterinarian Clinic and/or Kennel, Indoor						<u>P</u>	P	P
Veterinarian Clinic and/or Kennel, Outdoor						<u>S</u>	S	S
Asphalt/concrete batching (temporary)	S	S	S	S	S	<u>S</u>	S	S
Aviation Facility	S	S						P
Gas Drilling/Production	S	S			S	<u>S</u>	S	S
Heavy Manufacturing								S
Laundry or Dyeing Plant								S
Light Manufacturing or Assembly								P
Outdoor Storage						<u>S</u>	S	S
Research Facility								P
Warehousing / Distribution Center								P
Self-Storage / Mini warehouses						<u>S</u>	S	P
UTILITY, ACCESSORY & INCIDENTAL USES	RR	CRO	RE	MH	MU	<u>NC</u>	C	I
Accessory Building	P	P	P	P	P	<u>P</u>	P	P
Accessory Dwelling		See Sec. 8.3						
Basic Utilities	P	P	P	P	P	<u>P</u>	P	P
Home Occupation	P	P	P	P	P			
Outdoor Recreation Area	P	P	P	P	P	<u>P</u>	P	P
Outdoor Recreation Area (lighted)	S	S	S	S	S	<u>S</u>	S	S
Satellite Transmit Station	S	S	S	S	S	<u>S</u>	S	S
Telecommunications Antennas		See Sec. 8.6						
Wind Energy Conversion Systems		See Sec. 8.7						

Sec. 5.8 Conservation Residential Overlay District Permitted Uses and Development Standards

A. General Purpose and Description

This district provides flexibility in designing new rural residential subdivisions with certain open space and floodplain preservation and integration into the design of the subdivision. The district provides for a density of 1 unit per 5 acres but allows for a minimum lot size of 2 acres. The remaining open space areas must constitute a minimum of 40% of the total area.

B. General Regulations

The design of all new subdivisions in the Conservation Residential Overlay District shall be governed by a minimum density of 1 unit per 5 acres and a minimum 2 acre lot size in addition to the following minimum standards:

1. Ownership

ORDINANCE NO. 18-1213A

AN ORDINANCE AMENDING ARTICLE 5, “ZONING DISTRICTS,” OF THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE BY ESTABLISHING A NEIGHBORHOOD COMMERCIAL “NC” ZONING DISTRICT; BY REVISING THE COMMERCIAL “C” ZONING DISTRICT; BY REVISING SECTION 5.6, “DIMENSIONAL AND DEVELOPMENT STANDARDS SUMMARY,” AND BY REVISING SECTION 5.7, “PERMITTED USE TABLE,” TO PROVIDE FOR AND AMEND CERTAIN DEVELOPMENT STANDARDS AND OTHER REGULATIONS APPLICABLE TO CERTAIN ZONING DISTRICTS WITHIN THE TOWN; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE:

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

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

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

WHEREAS, the Northlake Town Council initiated a review of the commercial zoning district and related dimensional and development standards and permitted uses contained in the UDC; and

WHEREAS, upon review, the Town Council determined that certain amendments to the provisions governing zoning districts in the Town were needed, including establishing a new Neighborhood Commercial “NC” Zoning District and revising the Commercial “C” Zoning District; and

WHEREAS, the Town Council held a public hearing on December 13, 2018 after proper notification thereof with respect to the adoption of the proposed UDC text amendments in accordance with the UDC and the Texas Local Government Code; and

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

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

- SECTION 1.** The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.
- SECTION 2.** Article 5, Zoning Districts, of the Unified Development Code, Code of Ordinances, Town of Northlake, Texas, shall be amended as shown on Exhibit “A” attached hereto and incorporated herein for all purposes.
- SECTION 3.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be guilty of a misdemeanor and upon conviction, shall be fined a sum not to exceed \$2,000.00 for each offense, and each and every violation or day such violation shall continue to exist, shall be deemed a separate offense.
- SECTION 4.** With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.
- SECTION 5.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.
- SECTION 6.** All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.
- SECTION 7.** The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

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

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ON THIS THE 13th DAY OF DECEMBER, 2018.

Town of Northlake, Texas

Peter Dewing, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit A

Article 5 Zoning Districts

1. The following zoning district shall be added to the table under Sec. 5.2, Zoning Districts Established:

Symbol	District Name
NC	Neighborhood Commercial

2. Subsections F. and G. and H. of Sec. 5.5, Statement of Purpose and Intent for Zoning Districts, shall be replaced in its entirety with the following language:

F. Neighborhood Commercial District (NC)

The neighborhood commercial district is established to provide limited retail and services intended for the use of nearby neighborhood areas. Neighborhood commercial development should be located in nodes at appropriate intersections with limited or no strip development, promoting a main street theme. Access to neighborhood commercial developments is intended to be provided from main thoroughfares and not through residential areas. The neighborhood commercial district was known as the commercial district prior to December 13, 2018. The neighborhood commercial district shall serve as the base zoning district for any planned development districts approved prior to December 13, 2018 which reference the commercial district as a base.

G. Commercial District (C)

The commercial district is established to provide retail and services adjacent to major thoroughfares and highways and to provide sites for community and regional retail shopping centers containing a wide variety of commercial establishments.

H. Industrial District (I)

The industrial district is established to accommodate industrial development which represents a type of economic development appropriate for the diversification of the employment base of the Town. The range of industry which may be classified as industrial is rapidly expanding as a result of developments in modern technology. To take full advantage of new industrial potential for clean compatible types of industry, performance standards are specified covering noise, smoke, and particulate matter, other air contaminants, hazardous materials, fire and explosive hazard, glare, and vibration.

3. Table 5.1, Dimensional Requirements, with key shall be replaced in its entirety with the following table and key:

Table 5.1 – Dimensional Requirements									
Requirements		Zoning Districts							
		RR	CRO	RE	MH	MU	NC	C	I
		Rural Residential	Conservation Residential Overlay	Rural Estates	Manufactured Homes	Mixed Use	Neighborhood Commercial	Commercial	Industrial
Minimum Lot Size and Dimensions	Area	5 acres	2 acres	1 acre	7,500 sq. ft.	Per PD	None	None	None
	Width at BL	150 ft.	100 ft.	100 ft.	60 ft.	Per PD	None	None	None
	Depth	200 ft.	200 ft.	200 ft.	100 ft.	Per PD	None	None	None
Minimum Yard Setbacks	Front	50 ft.	25 ft.	25 ft.	25 ft.	Per PD	30 ft.	30 ft.	20 ft.
	Side	25 ft.	10 ft.	10 ft.	15 ft.	Per PD	10 ft.	10 ft.	10 ft.
	Side Adj. to Street	25 ft.	25 ft.	15 ft.	10 ft.	Per PD	10 ft.	10 ft.	10 ft.
	Rear	40 ft.	40 ft.	25 ft.	25 ft.	Per PD	10 ft.	10 ft.	10 ft.
Miscellaneous Lot Requirements	Minimum Dwelling Unit Area	1,500 sf	1,500 sf	1,500 sf	None	Per PD	None	None	None
	Maximum Height	35 ft.	35 ft.	35 ft.	35 ft.	Per PD	40 ft.	65 ft.	65 ft.
	Maximum Coverage	25%	25%	35%	25%	Per PD	FAR 0.5	FAR 1.0	FAR 0.5
	Key	a, b, c, h	a, b, c, d, e, h	a, b, c, h	a, h	a, b	a, i	a, f, i	a, f, g, i

Key:

- a. Refer to Article 9 for additional design requirements.
- b. All single-family residential dwelling units constructed within this district shall be constructed with an enclosed garage.
- c. 50 ft. maximum height for agricultural structures such as barns and silos. Height may be increased upon approval of a Specific Use Permit.
- d. Maximum density of 1 unit per 5 acres of gross development acreage.
- e. Minimum 40% of gross development acreage preserved as open space.
- f. Minimum 20 ft. side or rear yard plus 1 foot for each foot of building height above 40 ft. when adjacent to a single-family use or zoning district.
- g. All uses must be in compliance with performance standards as listed in section 8.8.
- h. Maximum coverage is the maximum portion of a lot which may be occupied by buildings or structures, including accessory buildings or structures which are thirty inches (30") above ground level.
- i. Maximum coverage is expressed as a Floor Area Ratio (FAR), the floor area of a building or buildings on a lot divided by the lot area.

4. Subsection B. 4. of Sec. 5.6, Dimensional and Development Standards Summary, shall be replaced in its entirety with the following language:

Platted subdivisions established by a duly approved plat filed with the County prior to adoption of this UDC shall be exempt from meeting any new lot width, depth, and/or area requirements.

5. Table 5.2, Permitted Use Table, shall be replaced in its entirety with the following table:

Table 5.2 – Permitted Use Table								
USES	DISTRICTS							
	Rural Residential	Conservation Residential Overlay	Rural Estate	Manufactured Homes	Mixed Use	Neighborhood Commercial	Commercial	Industrial
	RR	CRO	RE	MH	MU	NC	C	I
AGRICULTURAL USES	RR	CRO	RE	MH	MU	NC	C	I
Farm, ranch, or orchard	P	P	P		P	P	P	P
Livestock auction	S							P
Recreational ranch or farm (Dude Ranch)	S	S						
Stables, Commercial	P	P						
Stables, Private	P	P						
RESIDENTIAL USES	RR	CRO	RE	MH	MU	NC	C	I
Assisted Care or Living Facility					P	P	P	
HUD-Code manufactured home				P				
Family or Group Home	S				S			
Multi-family dwelling					P			
Recreational Vehicle (includes RV parks)				P				
Single-family attached dwelling (Townhouse)					P			
Single-family detached dwelling	P	P	P	P	P			
Two family dwelling (Duplex)					P			
Vacation / Short Term Rental	S	S	S		S			
EDUCATIONAL AND INSTITUTIONAL USES	RR	CRO	RE	MH	MU	NC	C	I
Cemetery or mausoleum	S							
Church / Place of Worship	S	S	S		P	P	P	
Community Service					P	P	P	
Hospital, Sanitarium, nursing or convalescent home					P	P	P	P
Museum					P	P	P	
Parks and Playgrounds	P	P	P	P	P	P	P	P
School, College or Trade (Private)					S	S	S	S
School, College or Trade (Public)	P	P	P		P	P	P	P

School, primary and secondary (Private)	S	S	S		P	P	P	
School, primary and secondary (Public)	P	P	P		P	P	P	P
Semi-public Halls, Clubs and Lodges	S	S			P	P	P	P
Transit Facility					P	P	P	P
COMMERCIAL, OFFICE AND SERVICE USES	RR	CRO	RE	MH	MU	NC	C	I
Alternative Financial Services					S	S	S	
Amusement / Gaming Devices (Arcade)					S	S	S	
Amusement / Recreation (Indoor)					P	P	P	
Amusement / Recreation (Outdoor)					S	S	S	S
Auto Repair and Service					S	P	P	P
Auto Sales					S	S	S	S
Bank					P	P	P	
Bed and Breakfast	S	S			S			
Car wash					S	P	P	P
Day Care	S	S			S	P	P	S
Fueling Station (Automobiles)					S	P	P	P
Fueling Station (Trucks)					S	S	S	P
Greenhouse or nursery	S					S	S	P
Heavy Equipment Sales, Service or Rental						S	S	P
Hotel or motel					P	P	P	
Laundry/dry cleaning; pick-up and/or self-service					P	P	P	
Office / Professional Service					P	P	P	P
Pawn Shop								P
Personal Services					P	P	P	P
Restaurant					P	P	P	
Retail / Commercial					P	P	P	
Sexually Oriented Business								S
Tattoo Parlor						S	S	S
Truck Stop								S
Veterinarian Clinic and/or Kennel, Indoor						P	P	P
Veterinarian Clinic and/or Kennel, Outdoor						S	S	S
Asphalt/concrete batching (temporary)	S	S	S	S	S	S	S	S
Aviation Facility	S	S						P
Gas Drilling/Production	S	S			S	S	S	S
Heavy Manufacturing								S
Laundry or Dyeing Plant								S
Light Manufacturing or Assembly								P
Outdoor Storage						S	S	S
Research Facility								P
Warehousing / Distribution Center								P
Self-Storage / Mini warehouses						S	S	P

UTILITY, ACCESSORY & INCIDENTAL USES	RR	CRO	RE	MH	MU	NC	C	I
Accessory Building	P	P	P	P	P	P	P	P
Accessory Dwelling		See Sec. 8.3						
Basic Utilities	P	P	P	P	P	P	P	P
Home Occupation	P	P	P	P	P			
Outdoor Recreation Area	P	P	P	P	P	P	P	P
Outdoor Recreation Area (lighted)	S	S	S	S	S	S	S	S
Satellite Transmit Station	S	S	S	S	S	S	S	S
Telecommunications Antennas		See Sec. 8.6						
Wind Energy Conversion Systems		See Sec. 8.7						

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Construction Noise Regulations

At the October 11th Town Council meeting, staff presented a recommendation to adopt a limit on hours of construction activity in order to reduce noise levels at appropriate times. The table below provides an overview of construction hours limitations in surrounding cities in comparison to the limitations proposed in the attached ordinance for Northlake. The proposed hours match Flower Mounds. Flower Mound is the only city where home construction is occurring side by side with Northlake in the Canyon Falls development. In this way Canyon Falls residents will have the same construction hours limitations whether they live in Northlake or Flower Mound. The only difference is the proposed distance from residences requirement which is 100 feet greater than Flower Mound. 600 feet was chosen as it is also used for gas well drilling and temporary batch plant setbacks.

City	Construction Hours
Northlake (proposed)	7am-7pm Mon-Fri; 9am-5pm Sat-Sun (within 600 feet of residence)
Argyle	7am-6pm Mon-Fri; 7am-5pm Sat; None Sun
Denton	7am (6am Jun-Sep)-8:30pm Mon-Fri; 8am-8:30pm Sat; 1pm-8:30pm Sun
Flower Mound	7am-7pm Mon-Fri; 9am-5pm Sat-Sun (within 500 feet of residence)
Fort Worth	7am-8pm Mon-Fri; 8am-9pm Sat-Sun (within 300 feet of residence)
Justin	7am-8pm Mon-Fri; 9am-8pm Sat-Sun
Roanoke	6am-9pm (within 600 feet of residence)

ORDINANCE NO. 18-1213B

AN ORDINANCE AMENDING CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; BY THE AMENDMENT OF CHAPTER 8 OFFENSES AND ADDITIONAL PROVISIONS; AMENDING ARTICLE 8.02 NOISE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake has determined that minimizing exposure to excessive noise promotes and preserves the public health, comfort, convenience, safety and welfare of the residents of Northlake and the public at large; and

WHEREAS, the Town Council of the Town of Northlake heretofore adopted regulations prohibiting specific noises in Chapter 8 Offenses and Additional Provisions, Article 8.02 Noise, Sec. 8.02.002 Specific noise prohibited, of the Code of Ordinances, Town of Northlake, Texas; and

WHEREAS, the Town Council has reviewed the noise regulations and hereby finds and determines that additional regulations for construction noise as set out herein are in the best interest of the Town of Northlake to promote the health, safety, and general welfare of the residents of Northlake and the public at large.

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

SECTION 1

Chapter 8, Offenses and Additional Provisions, Article 8.02, Noise, Sec. 8.02.002, Specific noises prohibited, is amended to add the following subsection:

(10) Construction Work. Construction and construction related activities, including but not limited to the maintenance, servicing and fueling of construction equipment and the delivery of construction related materials and/or equipment, within 600 feet of a residence at times other than between the hours of 7:00 a.m. and 7:00 p.m. on Monday through Friday, and 9:00 a.m. and 5:00 p.m. on Saturday and Sunday.

(A) Construction means any site preparation, assembly, erection, substantial repair, alteration, demolition, or similar action, for or of public or private rights-of-way, structures, utilities or similar property.

(B) Emergency repair work necessary to restore or maintain service of a public utility is exempt.

SECTION 2

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions

thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 3

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 4

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 \$500.00. This remedy shall be cumulative of the remedies available to the Town pursuant to other laws, ordinances, rules, regulations, and orders of the Town, Denton County, the State of Texas and the United States.

SECTION 5

The Town Secretary is hereby directed to publish the caption, penalty clause, and effective date of this Ordinance as required by Section 52.011 of the Local Government Code.

SECTION 6

All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of the ordinances amended 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 this ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

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

PASSED AND APPROVED on this the 13th day of December 2018

Town of Northlake, Texas

Peter Dewing, Mayor

Attest:

Shirley Rogers, Town Secretary

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Lots 6R1-1R & 6R1-2R, Block 2, Texas Speedway Centre (FP-18-022)

Purpose: Conduct a public hearing and consider approval of a final plat for Lots 6R1-1R and 6R1-2R, Block 2, Texas Speedway Centre, being a replat of Lot 6R1, Block 2, Texas Speedway Centre, a 3.189-acre lot located on the southeast side of Raceway Drive approximately 900 feet south of SH 114, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Superhost Northlake Hotel Partners LLC

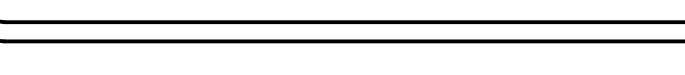
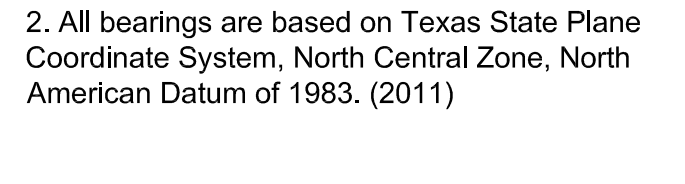
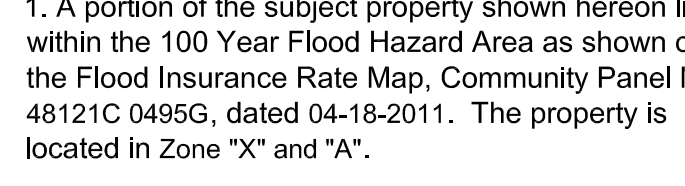
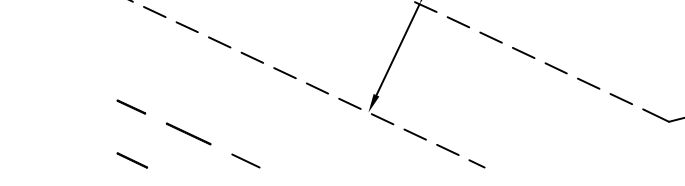
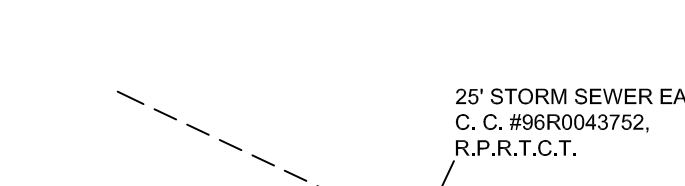
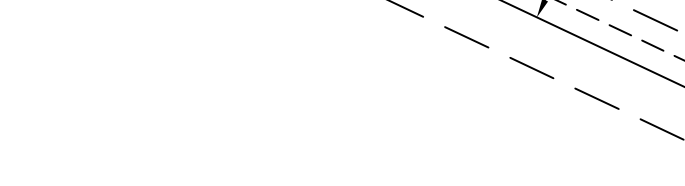
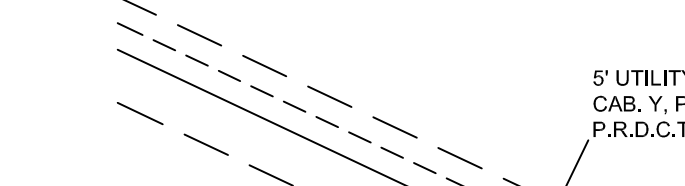
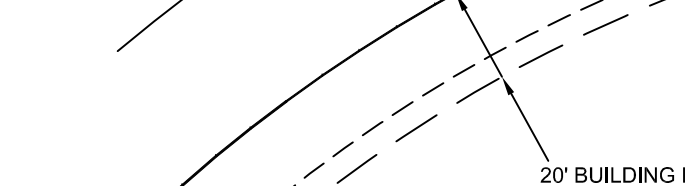
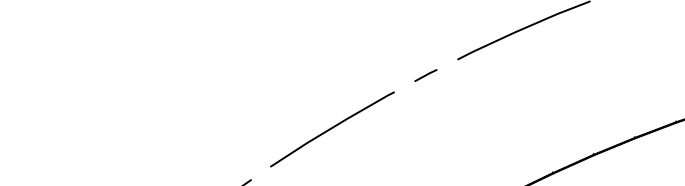
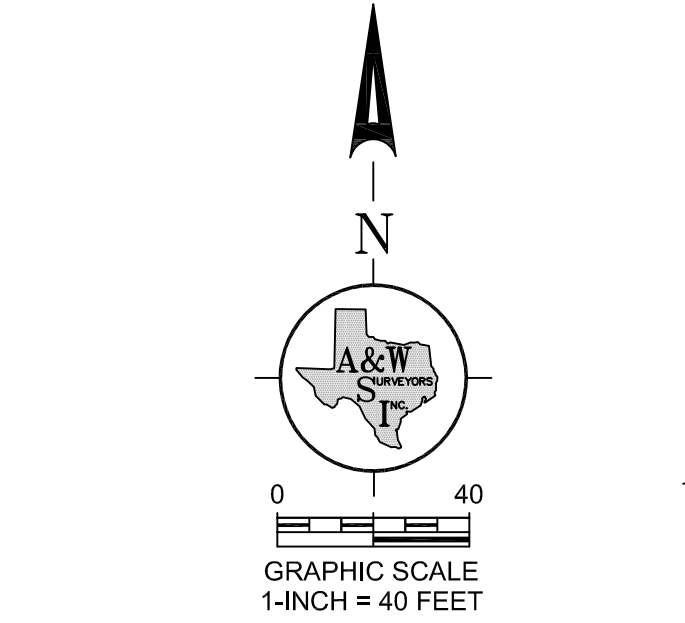
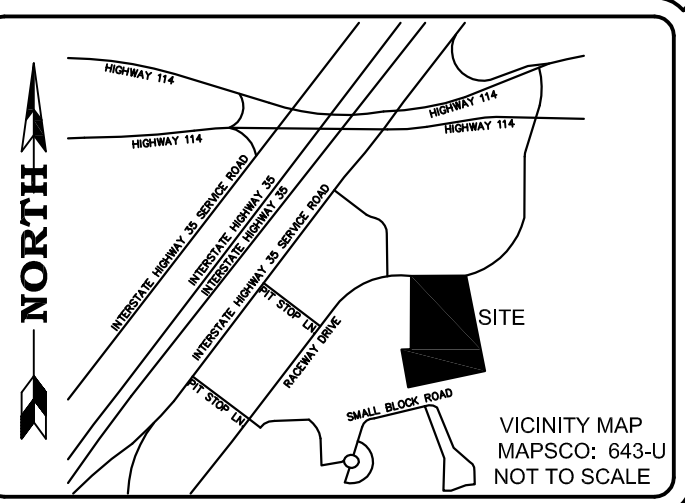
Engineer: Triangle Engineering LLC

Surveyor: A&W Surveyors, Inc

Existing Conditions: Lot 6R1, Block 2 of the Texas Speedway Centre is an approximately 3.189-acre lot located on Raceway Drive. The lot is currently vacant. The proposed replat will create two lots. The proposed Lot 6R1-2R is the planned site of a Tru by Hilton project with a site plan on this same agenda. Lot 6R1-1R will be marketed as a separate commercial pad site in front of the hotel.

Staff Analysis: Sections 12.11 and 12.12 of the Unified Development Code (UDC) outline the requirements and procedures for approval of replats. Among the requirements of these sections is that Town Council hold a public hearing on the matter at which parties in interest and citizens have an opportunity to be heard. Since the property being replatted is not currently zoned or deed-restricted for single or two family dwellings and has not been so zoned or deed-restricted with the last five (5) years, compliance with the notification and protest procedures of Sections 12.12.C. and 12.12.D. is not required. All other requirements of Sections 12.11 and 12.12 apply. Civil construction plans for water, sewer, paving and drainage infrastructure to serve the platted lots and proposed hotel site are still under review. The plat has been reviewed and found to be acceptable for approval, but revisions to address construction plan comments could affect things such as easement locations on the plat.

Staff Findings: Pending approval of the construction plans, the replat appears to meet all requirements for approval including the requirements of the Texas Speedway Centre Mixed-Use Planned Development (MDP) zoning district. After holding the public hearing, staff finds the replat acceptable for approval as submitted conditioned on Town approval of the construction plans. The remaining comments on the construction plans are expected to be resolved by the Council meeting so that an updated staff finding can be reported.



LOT 2, BLOCK 1,
TEXAS SPEEDWAY CENTRE
CAB. N, SLD. 126,
P.R.D.C.T.

LOT 4, BLOCK 1,
TEXAS SPEEDWAY CENTRE
CAB. N, SLD. 126,
P.R.D.C.T.

LOT 3, BLOCK 1,
TEXAS SPEEDWAY CENTRE
CAB. N, SLD. 126,
P.R.D.C.T.

LOT 4, BLOCK 2,
TEXAS SPEEDWAY CENTRE
CAB. N, SLD. 126,
P.R.D.C.T.

RACEWAY DRIVE
(60' RIGHT-OF-WAY)

PLACE OF BEGINNING

LOT 6R1-1R
BLOCK 2
34,626 SQ. FT.
0.795 ACRES
FINISHED FLOOR
ELEVATION= 605.00'

LOT 6R1-2R
BLOCK 2
104,297 SQ. FT.
2.394 ACRES
LOT 6R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
CAB. Y, SLD. 131,
P.R.D.C.T.

LOT 6R2, BLOCK 2,
TEXAS SPEEDWAY CENTRE
CAB. Y, SLD. 131,
P.R.D.C.T.

LOT 7-AR, BLOCK 2,
TEXAS SPEEDWAY CENTRE
CAB. Q, SLD. 107,
P.R.D.C.T.

LOT 5R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
P.R.D.C.T.

LOT 5R2, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
P.R.D.C.T.

LOT 5R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
P.R.D.C.T.

LOT 5R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
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DOC. NO. 2016-91,
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DOC. NO. 2016-91,
P.R.D.C.T.

LOT 5R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
P.R.D.C.T.

LOT 5R1, BLOCK 2,
TEXAS SPEEDWAY CENTRE
DOC. NO. 2016-91,
P.R.D.C.T.

SURVEYOR'S NOTES

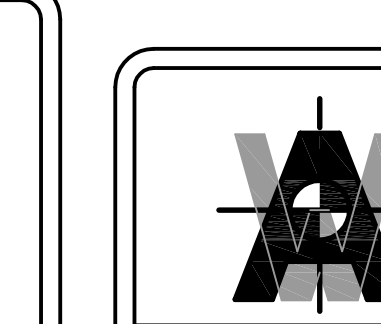
1. A portion of the subject property shown hereon lies within the 100 Year Flood Hazard Area as shown on the Flood Insurance Rate Map, Community Panel No. 48121C 0495G, dated 04-18-2011. The property is located in Zone "X" and "A".

2. All bearings are based on Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983. (2011)

LEGEND

D.R.D.C.T. Deed Records, Dallas County, Texas
O.P.R.D.C.T. Official Public Records, Denton County, Texas
VOL. Volume
PG. Page
CAB. Cabinet
SLD. Slide
INST. NO. Instrument Number
IRF Iron rod found

IRS 1/2" iron rods with a yellow plastic cap stamped "RPLS 5310"
SQ FT square feet
AC acre



A&W SURVEYORS, INC.
Professional Land Surveyors

TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

~ PROPERTY ADDRESS: 13451 Raceway Drive, Northlake, TX ~

Owner: Lakhany Northlake, LLC
~ 8615 U.S. Hwy 24 West, Fort Wayne, IN 46804 ~

Job No.: 17-2278 Drawn by: 517 Date: 09-12-2018 Revised: _____
"A professional company operating in your best interest"

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That I, John S. Turner, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Witness my hand at Mesquite, Texas,
This _____ day of _____, 20____.

PRELIMINARY, RELEASED 08-28-2018 FOR REVIEW PURPOSES ONLY.
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSES.

John S. Turner
Registered Professional Land Surveyor #5310

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared John S. Turner, R.P.L.S. NO. 5310, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office,
This _____ day of _____, 20____.

Notary Public in and for the State of Texas

LINE	LENGTH	BEARING
L1	45.13	S00°41'12"W
L2	60.96	N76°18'46"E
L3	127.01	S05°45'22"E
L4	54.62	S13°41'14"E
L5	162.73	S76°18'46"W
L6	69.00	N13°41'14"W
L7	263.96	N00°41'12"E
L8	86.37	N76°18'46"E
L9	127.01	S05°45'22"E
L10	54.62	S13°41'14"E
L11	162.73	S76°18'46"W
L12	69.00	N13°41'14"W
L13	70.96	N00°41'12"E
L14	16.11	N58°41'14"W
L15	15.00	N31°29'34"E
L16	16.07	S58°41'14"E
L17	16.17	S13°41'13"E
L18	15.00	S76°18'47"W
L19	3.85	N13°41'13"W
L20	20.19	N76°18'46"E
L21	10.00	S13°41'14"E
L22	16.35	S76°18'45"W

LINE	LENGTH	BEARING
L23	42.17	S00°41'12"W
L24	1.86	S26°59'13"W
L25	215.79	S07°22'50"E
L26	190.71	S76°18'46"W
L27	15.00	N58°41'14"W
L28	36.71	N31°18'46"E
L29	294.69	N00°09'52"E
L30	288.90	S00°09'52"W
L31	13.68	S31°18'46"W
L32	162.28	N76°18'46"E
L33	264.27	N07°22'50"W
L34	25.27	S13°41'14"E
L35	15.00	S76°18'46"W
L36	25.27	N13°41'14"W
L37	147.03	N13°41'14"W
L38	54.94	S16°11'54"E
L39	24.55	N69°18'45"E

CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CHORD
C1	104°22'28"	30.00	54.65	S51°30'01"E	47.40
C2	97°55'53"	54.00	92.36	N54°43'18"W	51.47
C3	7°55'53"	30.00	4.15	S09°43'18"E	4.15
C4	90°00'00"	49.00	76.97	N31°18'46"E	69.30
C5	90°00'00"	49.00	76.97	S58°41'14"E	69.30
C6	86°46'20"	49.00	74.21	S29°41'55"W	67.32
C7	71°30'21"	30.32	37.84	N36°53'08"E	35.44
C8	97°55'53"	30.00	51.28	N54°43'18"W	45.26
C9	7°55'53"	54.00	7.48	S09°43'18"E	7.47
C10	90°00'00"	25.00	39.27	N31°18'46"E	35.36
C11	90°00'00"	25.00	39.27	S58°41'14"E	35.36
C12	86°46'20"	25.00	37.86	S29°41'55"W	34.30
C13	72°23'54"	54.00	68.23	N36°53'08"E	63.78
C14	75°37'34"	25.00	33.00	S39°29'50"W	30.65
C15	15°27'08"	167.16	45.08	N08°22'39"W	44.94
C16	20°22'50"	219.91	78.22	S10°27'14"E	77.81
C17	71°04'48"	54.00	67.73	N16°07'58"E	63.47
C18	14°36'35"	203.92	62.11	N54°43'17"E	51.97
C19	57°55'35"	46.11	46.61	S44°55'33"W	44.65
C20	28°18'01"	25.00	11.48	S13°50'12"W	11.38
C21	28°18'01"	25.00	11.48	N13°50'12"E	11.38
C22	30°43'18"	25.00	13.40	S18°02'51"W	13.24
C23	32°10'22"	25.00	14.04	N15°24'00"W	13.85

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF DALLAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That Lakhany Northlake, LLC, by and through its duly authorized officers, does hereby accept this plat designating the herein described tract as **LOTS 6R1-1R AND 6R1-2R, BLOCK 2, OF TEXAS SPEEDWAY CENTRE**, an Addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements shown thereon.

WITNESS MY HAND, THIS _____ DAY OF _____, 20____.

Lakhany Northlake, LLC

Name: Samir Lakhany
Title: Owner

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared, Samir Lakhany, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____, 20____.

Notary Public in and for The State of Texas

CERTIFICATE OF APPROVAL

APPROVAL BY THE TOWN COUNCIL

Date

Mayor, Town of Northlake

Town Secretary, Town of Northlake

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Site Plan for Tru by Hilton (SP-18-007)

Purpose: Consider approval of a Site Plan for Tru by Hilton, a proposed 43,740 square-foot, 98-room hotel on 2.394 acres, to be platted as Lot 6R1-2R, Block 2, Texas Speedway Centre, generally located on the southeast side of Raceway Drive approximately 900 feet south of SH 114 at 13451 Raceway Drive, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant: Superhost Northlake Hotel Partners LLC

Engineer: Triangle Engineering LLC

Existing Condition of the Property: The subject property is currently vacant, and the previous agenda item proposes to replat the lot where the Tru by Hilton hotel is proposed into two lots with the hotel being on Lot 6R1-2R. The property is zoned Mixed-Use Planned Development (MPD) which lists “hotel, motel lodging” as a permitted use.

Staff Analysis:

Access: Access to the site will be provided from Raceway Drive with one driveway access point. The driveway will also provide access to the adjacent Lot 6R1-2R via a mutual access easement.

Parking: The MPD requires one space per sleeping room for hotel use. The hotel is planned for 98 sleeping rooms. 98 parking spaces are provided on the site plan of which four of the spaces will meet ADA requirements.

Fencing, Lighting, and Signage: No fencing is shown on the site plan. A masonry screening wall is proposed to enclose the dumpster. A monument sign is shown on the site plan near the driveway entrance at Raceway Drive, and building mounted signs are identified on the building elevations. All fencing, lighting and signage must meet the requirements of the MPD at time of permitting.

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

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

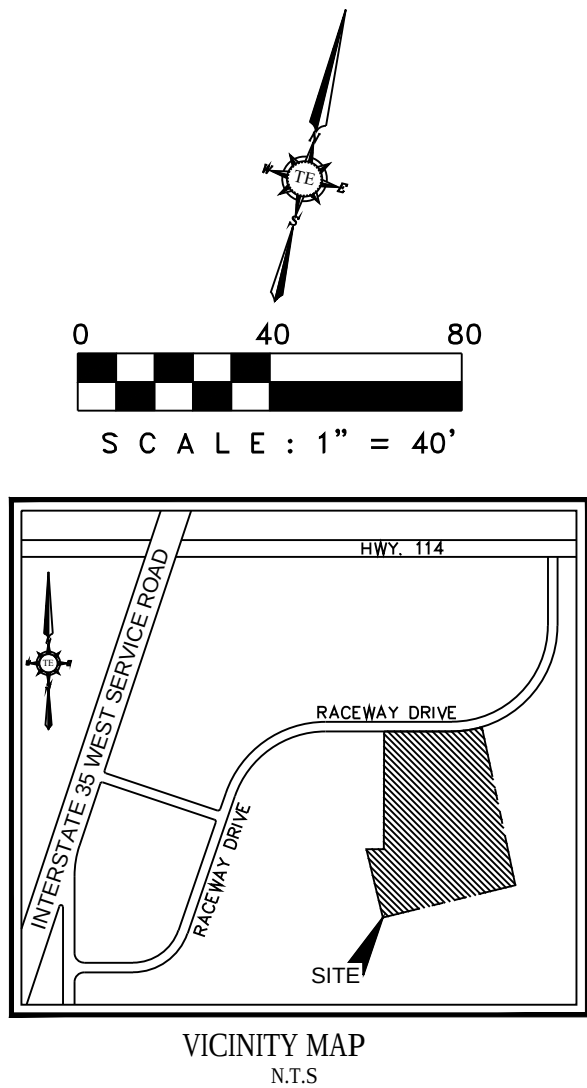
Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area.
4. The site plan incorporates features to minimize adverse effects on adjacent properties.
5. Adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site.
6. The site plan meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.
7. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town.

Staff Findings: Staff has reviewed the site plan package and finds it meets the criteria above and meets or exceeds all applicable requirements of the MPD and UDC. Detailed civil construction plans as described in the associated replat memo are still under review and must be approved prior to issuance of a building permit.

SITE DEVELOPMENT PLANS FOR TRU BY HILTON HOTEL

2.394 ACRES OF LAND BEING LOT 6R1-2R, BLOCK 2, OF TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

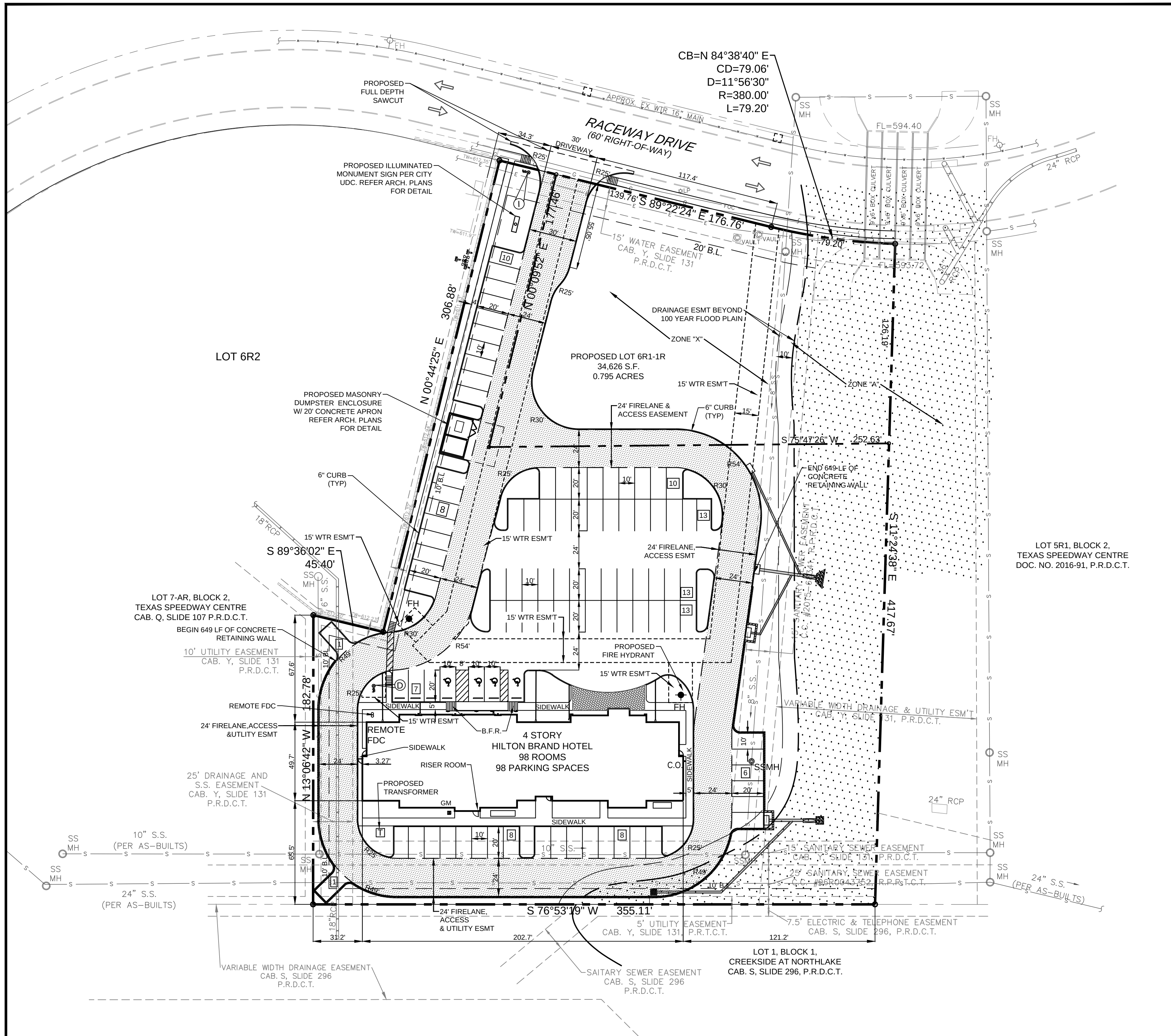


LEGEND

EXISTING BOUNDARY	---
EXISTING CURB	==
EXISTING POWER POLE	PP
EXISTING SIGNAL POLE	TSP
EXISTING FENCE	X
EXISTING TRAFFIC SIGNS	SGN
EXISTING TRAFFIC BOX	TSB
EXISTING TELEPHONE RISER	TR
EXISTING ELECTRICAL MANHOLE	EMH
EXISTING SEWER CLEAN OUT	C.O.
EXISTING SEWER MANHOLE	SMH
EXISTING SEWER MAIN	6" SEWER
EXISTING WATER MAIN	8" WATER
EXISTING WATER METER	WM
EXISTING FIRE HYDRANT	FH
EXISTING STORM SEWER LINE	18" RCP
EXISTING STORM SEWER MANHOLE	STMH
BOUNDARY LINE	---
PROPOSED CURB	==
PROP. STORM INLET	SI
PROP. SITE LIGHT POLE	SLP
PROP. HANDICAP SIGN	HS
PROP. HANDICAP LOGO	HL
PROP. MONUMENT SIGN	MS
PROP. WATER METER	WM
PROP. BACKFLOW PREVENTOR	BFP
PROP. 26" FIRE LANE	FL
PROP. SEWER CLEAN OUT	C.O.
PROPOSED F.D.C.	COF.D.C.

ABBREVIATION LEGEND

FIRELANE & ACCESS EASEMENT	F.A.E.
SANITARY SEWER EASEMENT	S.E.
DRAINAGE EASEMENT	D.E.
WATERLINE EASEMENT	W.E.
CLEAN OUT	C.O.
GAS METER	GM
ELECTRICAL TRANSFORMER	ET
FIRE HYDRANT	FH
SANITARY SEWER MANHOLE	SMH
STORM SEWER MANHOLE	STMH
BUILDING SETBACK	B.S.
LANDSCAPE BUFFER	L.B.
LANDSCAPE AREA	LS
PRESSURE REDUCING VALVE	PRV
PROPOSED 24" WIDE FIRE LANE	FL
FIRE DEPARTMENT CONNECTION	F.D.C.
STAMPED CONCRETE PAVERS	CP
BARRIER FREE RAMPS	B.F.R.



GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE TOWN OF NORTHLAKE.
2. IT IS NOT ALLOWED TO CUT THE STREET, ALL UTILITIES SHALL BE BORED.
3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P. PG. 128 - 137, AND ANY AMENDMENTS THERETO.
6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE FROM THE DESIGN ENGINEER.
9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
10. HARD SURFACES SHALL BE INSTALLED PRIOR TO ANY VERTICAL CONSTRUCTION.

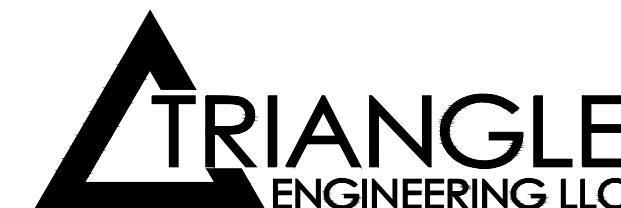
SITE DATA SUMMARY TABLE

CURRENT ZONING	M-PD
PROPOSED ZONING	PMXD
PROPOSED BUILDING USE	HOTEL
NUMBER OF STORIES	4 STORY
GROSS ACREAGE	2.394 ACRES (1,04,282.64 S.F.)
TOTAL BUILDING GROSS AREA	43,740 S.F.
PROPOSED BUILDING HEIGHT	60'-0"
PROPOSED BUILDING SETBACK (B.S.)	10' FRONT, SIDE & REAR
NUMBER OF GUEST ROOMS	98
REQUIRED PARKING (1 SPACE PER ROOM)	98
TOTAL PARKING PROVIDED	98 (INCLUDING 4 HANDICAP)
IMPERVIOUS AREA	68,347.6 S.F. OR 65.53%
PERVIOUS AREA	35,949.4 S.F. OR 34.4%

WATER METER AND SANITARY SEWER SCHEDULE

ID	TYPE	SIZE	NO.	SAN. SEWER
D	DOM.	2"	1	6"
I	IRR.	1"	1	N/A

SITE PLAN
TRU BY HILTON
13451 RACEWAY DRIVE
TOWN OF NORTH LAKE
DENTON COUNTY, TEXAS



T: 214.609.9271 F: 469.359.6709 E: kpatel@triangle-engr.com
W: triangle-engr.com O: 1784 McDermott Drive, Suite 110, Allen, TX 75013

Planning | Civil Engineering | Construction Management

DESIGN/DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	MLM	07/20/18	SEE SCALE BAR	076-17

TX PE FIRM #11525

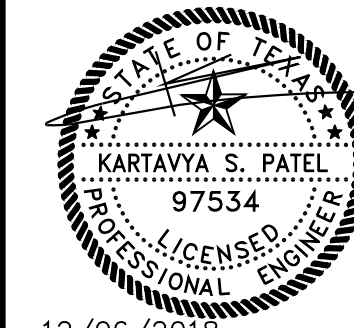
3

APPLICANT/OWNER
SUPERHOST ENTERPRISE
1823 ABRITER COURT
NAPERVILLE, IL 60563
SAMIR LAKHANY
EMAIL: SLAKHANY@SUPERHOSTHOSPITALITY.COM
TEL: 630-799-5900

ENGINEER
TRIANGLE ENGINEERING LLC
1784 McDERMOTT ROAD, SUITE 110
ALLEN, TEXAS 75013
CONTACT: KARTAVYA PATEL, P.E.
EMAIL: KPATEL@TRIANGLE-ENGR.COM
TEL: 214-609-9271

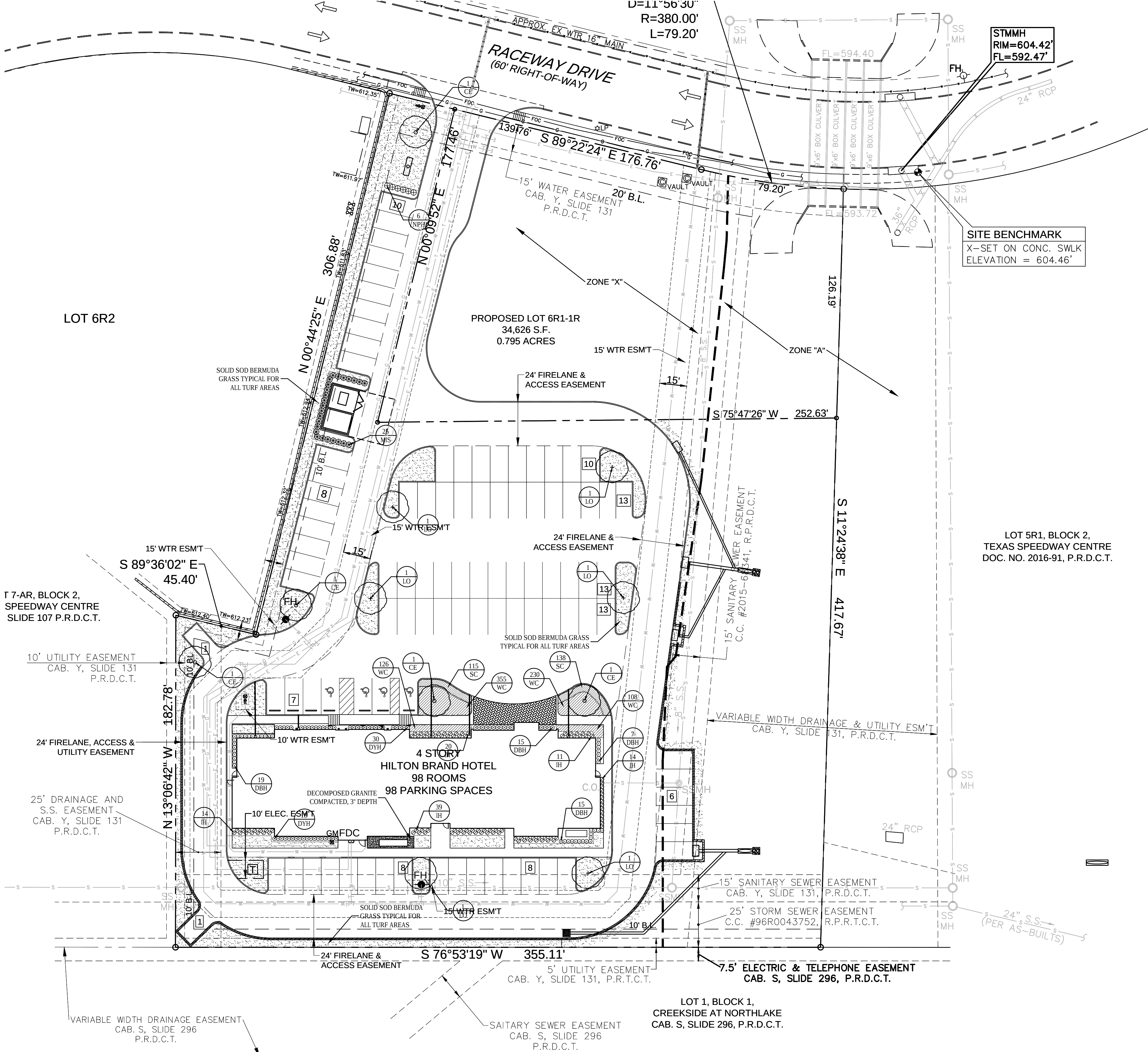
PROJECT ARCHITECT
STUDIO-REDDOT
5307 E. MOCKINGBIRD LANE, SUITE 660
DALLAS, TEXAS 75206
CONTACT: SABRINA BALA, AIA, LEED AP
EMAIL: SABRINA@STUDIO-REDDOT.COM
TEL: 469-941-4145

NO.	DATE	DESCRIPTION	BY
1	07/25/18	1st CITY SUBMITTAL	KP
2	09/08/18	2nd CITY SUBMITTAL	KP
3	11/20/18	3rd CITY SUBMITTAL	KP
4	12/06/18	REVISED SUBMITTAL	KP



SITE DEVELOPMENT PLANS FOR TRU by HILTON HOTEL

2.44 ACRES OF LAND BEING LOT 6R1-2R, BLOCK 2, OF TEXAS SPEEDWAY CENTRE, AN ADDITION TO THE TOWN OF NORTHLAKE
CITY OF NORTHLAKE, DENTON COUNTY, TEXAS



GENERAL LAWN NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED ON CIVIL PLANS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. IMPORTED TOPSOIL SHALL BE NATURAL, FRIABLE SOIL FROM THE REGION, KNOWN AS BOTTOM AND SOIL, FREE FROM LUMPS, CLAY, TOXIC SUBSTANCES, ROOTS, DEBRIS, VEGETATION, STONES, CONTAINING NO SALT AND BLACK TO BROWN IN COLOR.
5. ALL LAWN AREAS TO BE FINE GRADED, IRRIGATION TRENCHES COMPLETELY SETTLED, AND FINISH GRADE APPROVED BY THE OWNER'S CONSTRUCTION MANAGER OR ARCHITECT PRIOR TO INSTALLATION.
6. ALL ROCKS 3/4" DIAMETER AND LARGER, DIRT CLODS, STICKS, CONCRETE SPOILS, ETC. SHALL BE REMOVED PRIOR TO PLACING TOPSOIL AND ANY LAWN INSTALLATION
7. CONTRACTOR SHALL PROVIDE (1") ONE INCH OF IMPORTED TOPSOIL ON ALL AREAS TO RECEIVE LAWN.

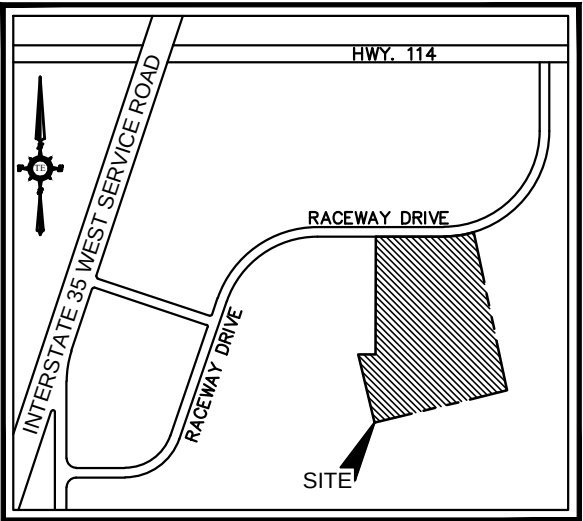
SOLID SOD NOTES

1. FINE GRADE AREAS TO ACHIEVE FINAL CONTOURS INDICATED. LEAVE AREAS TO RECEIVE TOPSOIL 3" BELOW FINAL DESIRED GRADE IN PLANTING AREAS AND 1" BELOW FINAL GRADE IN TURF AREAS.
2. ADJUST CONTOURS TO ACHIEVE POSITIVE DRAINAGE AWAY FROM BUILDINGS. PROVIDE UNIFORM ROUNDING AT TOP AND BOTTOM OF SLOPES AND OTHER BREAKS IN GRADE. CORRECT IRREGULARITIES AND AREAS WHERE WATER MAY STAND.
3. ALL LAWN AREAS TO RECEIVE SOLID SOD SHALL BE LEFT IN A MAXIMUM OF 1" BELOW FINAL FINISH GRADE. CONTRACTOR TO COORDINATE OPERATIONS WITH ON-SITE CONSTRUCTION MANAGER.
4. CONTRACTOR TO COORDINATE WITH ON-SITE CONSTRUCTION MANAGER FOR AVAILABILITY OF EXISTING TOPSOIL.
5. PLANT SOD BY HAND TO COVER INDICATED AREA COMPLETELY. INSURE EDGES OF SOD ARE TOUCHING. TOP DRESS JOINTS BY HAND WITH TOPSOIL TO FILL VOIDS.
6. ROLL GRASS AREAS TO ACHIEVE A SMOOTH, EVEN SURFACE, FREE FROM UNNATURAL UNDULATIONS.
7. WATER SOD THOROUGHLY AS SOD OPERATION PROGRESSES.
8. CONTRACTOR SHALL MAINTAIN ALL LAWN AREAS UNTIL FINAL ACCEPTANCE. THIS SHALL INCLUDE, BUT NOT LIMITED TO: MOWING, WATERING, WEEDING, CULTIVATING, CLEANING AND REPLACING DEAD OR BARE AREAS TO KEEP PLANTS IN A VIGOROUS, HEALTHY CONDITION.
9. CONTRACTOR SHALL GUARANTEE ESTABLISHMENT OF AN ACCEPTABLE TURF AREA AND SHALL PROVIDE REPLACEMENT FROM LOCAL SUPPLY IF NECESSARY.
10. IF INSTALLATION OCCURS BETWEEN SEPTEMBER 1 AND MARCH 1, ALL SOD AREAS TO BE OVER-SEEDED WITH WINTER RYEGRASS, AT A RATE OF (4) POUNDS PER ONE THOUSAND (1000) SQUARE FEET.

PLANT MATERIAL SCHEDULE

TREES					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
CE	5	Cedar Elm	Ulmus crassifolia	3" cal.	B&B, 13' ht., 5' spread min., 5' clear trunk container, 14' ht., 6' spread, 5' clear straight trunk
LO		Live Oak	Quercus virginiana	3" cal.	
SHRUBS					
TYPE	QTY.	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
DYH	48	Dwarf Yaupon Holly	Ilex vomitoria 'nana'	3 gal.	ccontainer grown, 20" spread container, 18" ht., 18" spread container, 24" ht., 20" spread container, 24" ht., 20" spread container full, well rooted
IH	98	Indian Hawthorn 'Clara'	Rhaphiolepis indica 'clara'	3 gal.	
NPH	6	Needlepoint Holly	Ilex cornuta 'Needlepoint'	5 gal.	
DBH	56	Dwarf Buford Holly	Ilex cornuta 'Dwarf Buford'	3 gal.	
MIS	25	Adagio Maiden Grass	Miscanthus sinensis 'Adagio'	3 gal.	
GROUNDCOVERS					
TYPE	QTY	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
SC	258	Seasonal Color		4" pots	selection by owner, 12" o.c. container, 3- 12" runners min., 12" o.c. Solid Sod refer to notes
WC	819	Purple Wintercreeper '419' Bermudagrass	Euonymus fortunei 'Coloratus' Cynodon dactylon '419'	4" pots	
NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.					

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.



LANDSCAPE ARCHITECT
STUDIO GREEN SPOT, INC.
1784 W McDERMOTT DRIVE
SUITE 110
ALLEN, TEXAS 75013
CHRIS TRONZANO
(469) 369-4448
CHRIS@STUDIOGREENSPOT.COM



LANDSCAPE NOTES

1. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED SITE ELEMENTS AND NOTIFY ARCHITECT OF ANY DISCREPANCIES. SURVEY DATA OF EXISTING CONDITIONS WAS SUPPLIED BY OTHERS.
2. CONTRACTOR SHALL LOCATE ALL EXISTING UNDERGROUND UTILITIES AND NOTIFY ARCHITECT OF ANY CONFLICTS. CONTRACTOR SHALL EXERCISE CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND UTILITIES.
3. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL REQUIRED LANDSCAPE AND IRRIGATION PERMITS.
4. CONTRACTOR TO PROVIDE A MINIMUM 2% SLOPE AWAY FROM ALL STRUCTURES.
5. ALL PLANTING BEDS AND LAWN AREAS TO BE SEPARATED BY STEEL EDGING. NO STEEL TO BE INSTALLED ADJACENT TO SIDEWALKS OR CURBS.
6. ALL LANDSCAPE AREAS TO BE 100% IRRIGATED WITH AN UNDERGROUND AUTOMATIC IRRIGATION SYSTEM AND SHALL INCLUDE RAIN AND FREEZE SENSORS.
7. ALL LAWN AREAS TO BE SOLID SOD BERMUDAGRASS, UNLESS OTHERWISE NOTED ON THE DRAWINGS.

LANDSCAPE TABULATIONS

FOUNDATION PLANTING (Foundation: 3.267 s.f.)
Requirements: 50% of foundation to be landscaped

Required 1,634 s.f. (50%)	Provided 3,267 s.f. (100%)
------------------------------	-------------------------------

STREET TREES
Requirements: One (1) shade tree 2.5" cal. per 50 l.f. street frontage

RACEWAY DR. (37 l.f.)	Provided
Required (1) trees, 4" cal.	(1) trees, 4" cal.

PARKING LOT AREA: 51,374 s.f. (98 spaces)
Requirements: (1) tree per 10 parking spaces minimum of 8% interior landscaped

Required (9) trees, 4" cal. 4,110 s.f. (8%) landscaped parking lot screen	Provided (10) trees, 4" cal. 4,504 s.f. (12%) landscaped parking lot screen
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SCREENING:
Requirements: service areas to be screened with 6' ht. evergreen shrubs evergreen parking lot screen

TRU by HILTON

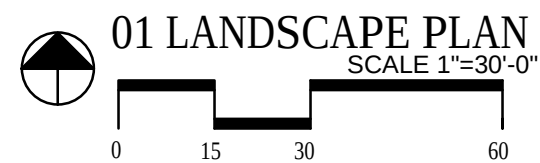
13451 RACEWAY DR.
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

ISSUE:
APPROVAL 09.10.2018
CITY COMMENTS 11.19.2018

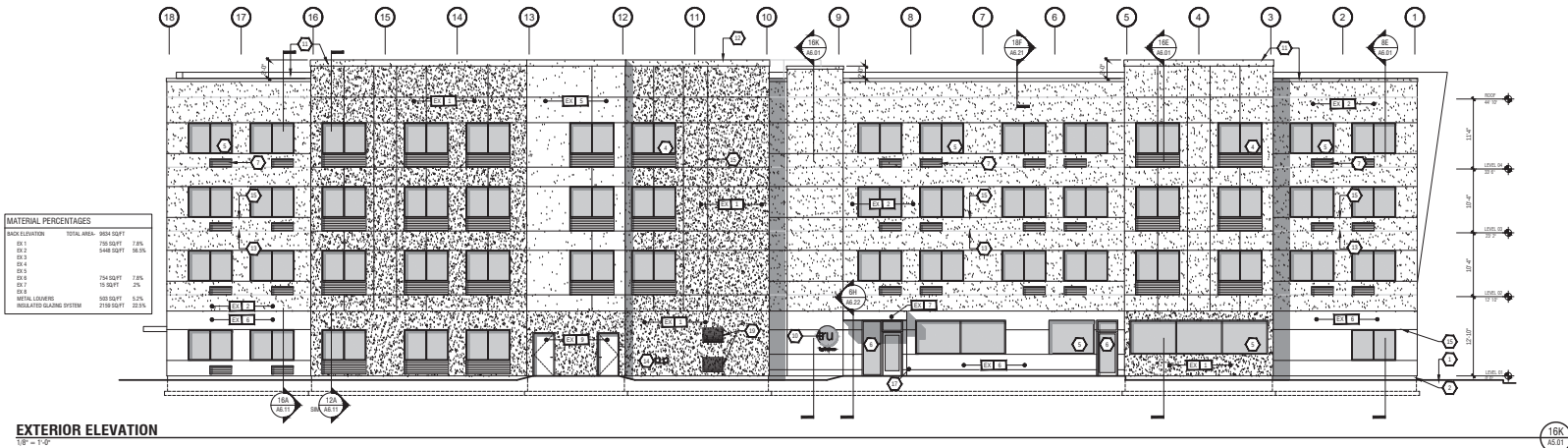
DATE:
11.19.2018

SHEET NAME:
LANDSCAPE PLAN

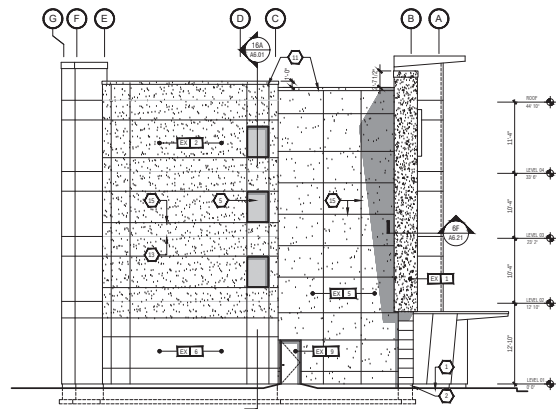
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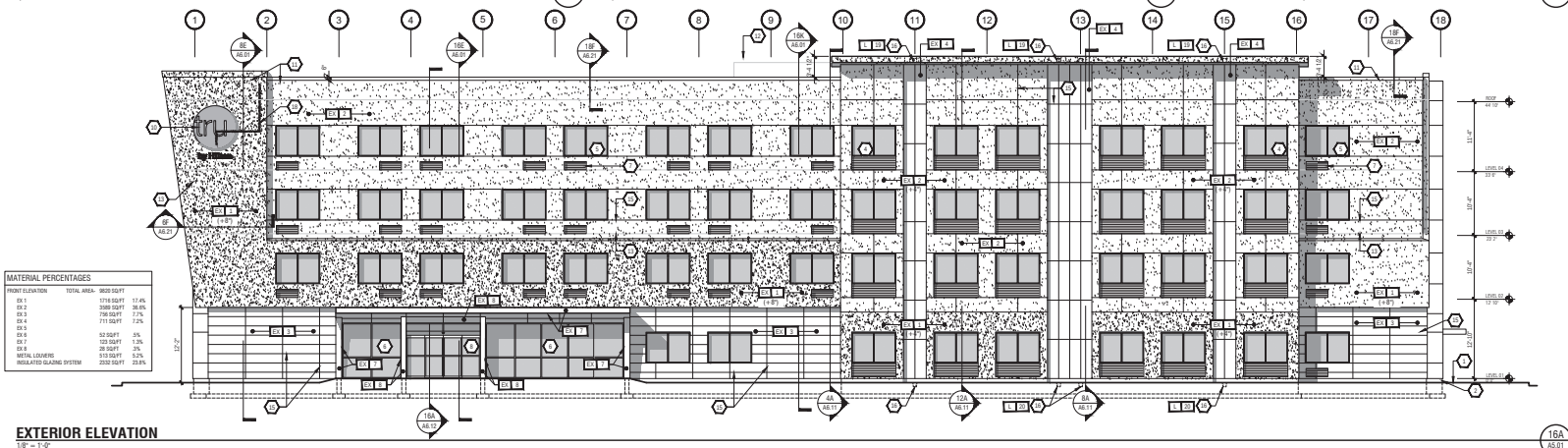
EXTERIOR ELEVATION
1/8" = 1'-0"



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

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

COLOR DIAGRAM
1/8" = 1'-0"



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

KEY NOTES:	
1	APPROXIMATE LINE OF GRADE
2	SHOW GRADE SURFACE ELEVATION WALL
3	NOT USED
4	ALUMINUM FRONT WINDOW IN THERMAL BROKEN FRAME, INSULATED GLAZING WITH METAL ALUMINUM COLORED AT PANE GLAZING
5	ALUMINUM FRONT WINDOW IN THERMAL BROKEN FRAME, INSULATED GLAZING
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Arch: Sabrina Bala Reg. No.: 19142
09/07/2018

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t. 469.941.4145

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SIGMA ENGINEERING SERVICES
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Houston, Texas 77024
t. 713.461.8584

MEP ENGINEER
THE ALEX GROUP, LLC
2761 E. Timmy Mills Rd., Suite 108
Carrollton, Texas 75006
t. 972.620.6400

CIVIL ENGINEER
TRIANGLE ENGINEERING LLC
1784 W. McDermott Drive, Suite
110 Allen, Texas 75013
t. 214.609.9271 f. 469.359.6709

PROJECT
North Lake Hilton
Northlake, Texas

ISSUE FOR PERMIT

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GENERAL NOTES:

- REFER TO THE 2018 INTERNATIONAL BUILDING CODE AND ALL OTHER MATERIALS CONSTRUCTION REQUIREMENTS AND SPECIFICATIONS.

KEY PLAN:

DATE 09/07/2018
SHEET A5.01



HILTON TRU NORTH LAKE



studio **reddot**
architecture + design + connect

HILTON WORLDWIDE

ISSUE FOR REVIEW
SEPTEMBER 2018 ↵

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Final Plat of Town Commons Lot 6 (FP-18-027)

Purpose: To consider approval of a Final Plat of Lot 6, Town Commons, a 2.320-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 in the extraterritorial jurisdiction (ETJ) of the Town of Northlake.

Owner/Applicant: G Two Northlake LLC

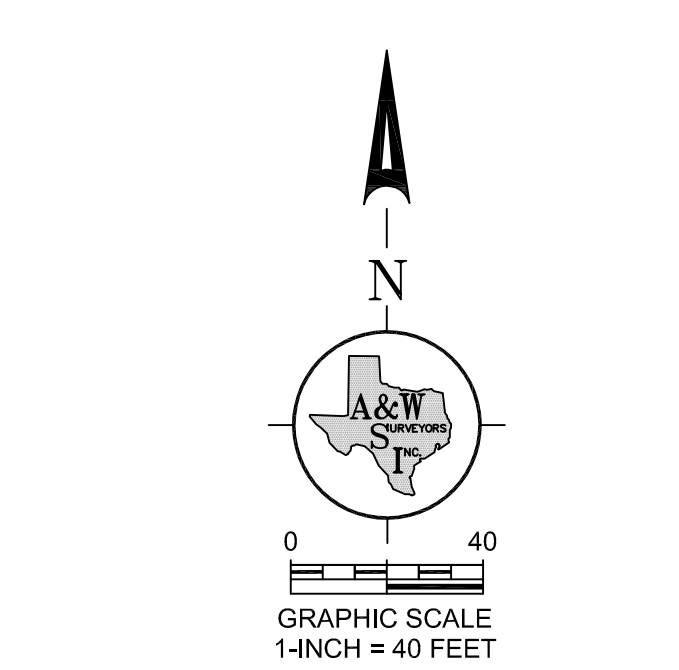
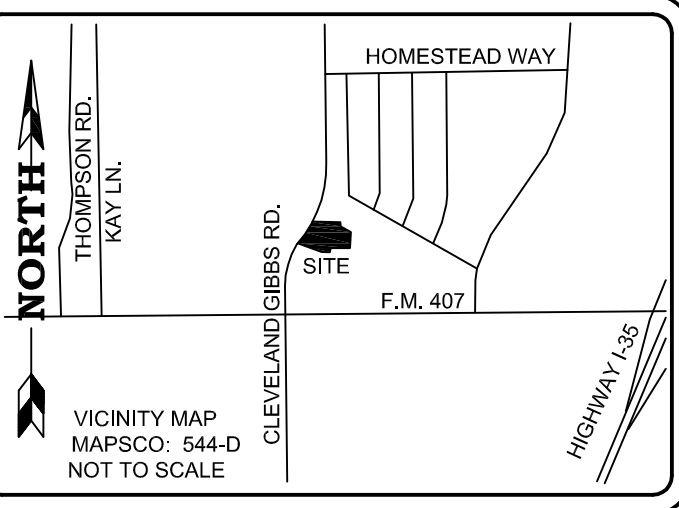
Engineer: Triangle Engineering LLC

Surveyor: A&W Surveyors Inc

Background: This is the final plat of the site for the Goddard School. A site plan for the proposed daycare is the following item on this same agenda. A preliminary plat and zoning amendment for Town Commons were approved by Town Council on December 8, 2016.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). Civil construction plans for water, sewer, paving and drainage infrastructure to serve the plat are still under review. The plat has been reviewed and found to be acceptable for approval, but revisions to address construction plan comments could affect things such as easement locations on the plat.

Staff Findings: Pending approval of the construction plans, the final plat appears to meet the minimum requirements of the UDC and MPD zoning, and it substantially conforms to the approved Preliminary Plat. Staff finds this final plat acceptable for approval as submitted conditioned on Town approval of the construction plans. The remaining comments on the construction plans are expected to be resolved by the Council meeting so that an updated staff finding can be reported.



CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CH. BEAR.	CHORD
C1	31°38'54"	30.00'	16.57'	S39°22'25"E	16.36'
C2	59°05'39"	49.00'	50.54'	N29°29'19"W	48.33'
C3	99°11'58"	49.00'	94.84'	N49°39'29"E	74.63'
C4	6°28'36"	357.00'	40.15'	S77°31'13"E	40.13'
C5	69°57'56"	25.00'	30.53'	S70°43'07"W	28.67'
C6	80°23'46"	25.00'	35.08'	S19°55'41"E	32.27'
C9	6°25'45"	333.00'	37.37'	S77°31'39"E	37.35'
C10	99°11'58"	25.00'	43.28'	N49°39'29"E	38.08'
C11	59°05'39"	25.00'	25.78'	N29°29'19"W	24.66'
C12	87°06'08"	39.00'	58.29'	N10°51'15"W	53.74'
C13	2°16'23"	1187.50'	47.11'	S33°50'00"E	47.11'
C14	2°36'09"	972.50'	44.17'	S33°40'08"W	44.17'
C15	4°02'59"	972.50'	68.73'	S30°20'34"W	68.72'
C16	3°21'37"	116.28'	6.82'	S26°06'44"W	6.82'
C17	8°13'59"	397.75'	57.15'	S69°22'22"E	57.11'
C18	3°19'12"	156.62'	9.19'	S25°57'52"W	9.19'
C19	4°03'55"	996.50'	70.70'	S30°20'09"W	70.69'
C20	2°36'09"	996.50'	45.26'	S33°40'08"W	45.26'
C21	1°58'05"	1163.50'	39.97'	N33°59'09"E	39.97'
C22	87°28'35"	15.00'	22.90'	N10°44'11"W	20.74'
C23	39°05'54"	30.00'	20.47'	N74°01'25"W	20.08'
C23	3°58'08"	60.00'	4.16'	N58°12'43"W	4.16'

**BLOCK O,
HARVEST MEADOWS
PHASE 2,
INST. NO. 2016-262
O.P.R.D.C.T.**

SURVEYOR'S NOTES

1. No portion of the subject property shown hereon lies within the 100 Year Flood Hazard Area as shown on the Flood Insurance Rate Map, Community Panel No. 48121C0505G, dated 04-18-2011. The property is located in Zone "X".

2. All bearings are based on Texas State Plane Coordinate System, North Central Zone, North American Datum of 1983, (2011)

**BLOCK N,
HARVEST MEADOWS PHASE 2,
INST. NO. 2016-262
O.P.R.D.C.T.**

LINE TABLE		
LINE	LENGTH	BEARING
L1	28.30'	S59°02'09"E
L2	90.41'	S00°03'30"W
L4	90.41'	N00°03'30"E
L5	45.75'	N59°02'09"W
L6	1.50'	N69°14'32"W
L7	47.43'	S82°47'01"E
L8	42.09'	N23°33'04"E
L9	32.71'	S76°44'24"E
L10	19.61'	N11°28'41"E
L11	15.00'	S78°31'19"E
L12	45.56'	S23°33'04"W
L13	63.33'	N62°47'01"W
L14	35.09'	S11°28'41"W
L15	35.67'	N76°44'24"W

**LOT 4A,
TOWN COMMONS
INST. NO. _____
O.P.R.D.C.T.**

**LOT 4B,
TOWN COMMONS
INST. NO. 2017-521
O.P.R.D.C.T.**

**LOT 2,
TOWN COMMONS
INST. NO. _____
O.P.R.D.C.T.**

**LOT 6,
TOWN COMMONS
191,038 SQ. FT. OR
2.320 ACRES OF LAND
PATRICK ROCK SURVEY,
ABSTRACT NO. 1063**

**LOT 9X,
TOWN COMMONS
INST. NO. 2018-277
O.P.R.D.C.T.**

**LOT 12X,
TOWN COMMONS
INST. NO. 2018-277
O.P.R.D.C.T.**

**LOT 1,
TOWN COMMONS
INST. NO. 2018-277
O.P.R.D.C.T.**

LEGEND	
D.R.D.C.T.	Deed Records, Denton County, Texas
O.P.R.D.C.T.	Official Public Records, Denton County, Texas
VOL.	Volume
PG.	Page
INST. NO.	Instrument Number
IRF	iron rod found
IRS	1/2" iron rods with a yellow plastic cap stamped "RPLS 5310"
SQ FT	square feet
AC	acre

OWNER'S CERTIFICATE

WHEREAS G Two Northlake, LLC is the sole owner of a tract of land located in the PATRICK ROCK SURVEY, Abstract No. 1063, Town of Northlake, the extraterritorial jurisdiction (ETJ) of Denton County, Texas, and being part of the same tracts of land described in deed to G Two Northlake, LLC, recorded in Instrument No. 2018-77474, and being more particularly described as follows:

Beginning at a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set in the Southeast line of Cleveland Gibbs Road, a 100' right-of-way, at the Northerly Southwest corner of Lot 9X, of Town Commons, an addition to the Town of Northlake, Denton County, Texas, according to the plat thereof recorded in Instrument No. 2018-277, Official Public Records, Denton County, Texas;

Thence South 89°59'57" East, a distance of 230.79' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 00°00'03" West, a distance of 23.59' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence South 59°07'28" East, a distance of 119.41' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northerly Northwest corner of Lot 1, of said Town Commons;

Thence South 00°00'03" West, a distance of 143.14' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set for corner;

Thence North 89°59'57" West, a distance of 216.33' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Southerly Northwest corner of said Lot 1;

Thence South 00°00'03" West, a distance of 57.17' to a 1/2" iron rod with a yellow plastic cap stamped "RPLS 5310" set at the Northeast corner of said Proposed Lot 5, and being at the beginning of a non-tangent curve to the right, having a central angle of 24°33'21", a radius of 112.00', and a chord bearing and distance of South 77°43'23" West, 47.63';

Thence Southwesterly, along said curve to the right, an arc distance of 48.00' to an "X" set for corner;

Thence North 89°59'57" West, a distance of 24.98' to a Mag nail set for corner at the beginning of a curve to the right, having a central angle of 21°16'04", a radius of 412.00', and a chord bearing and distance of North 79°21'55" West, 152.05';

Thence Northwesterly, along said curve to the right, an arc distance of 152.93' to a Mag nail set for corner;

Thence North 62°17'04" West, a distance of 48.62' to an "X" set in the said Southeast line of Cleveland Gibbs Road and being at the beginning of a non-tangent curve to the right, having a central angle of 09°14'55", a radius of 1030.00', and a chord bearing and distance of North 30°20'44" East, 166.08';

Thence Northeasterly, along said Southeast line and said curve to the right, an arc distance of 166.26' to an "X" set for corner and being at the beginning of a reverse curve to the left, having a central angle of 06°03'22", a radius of 1130.00', and a chord bearing and distance of North 31°56'31" East, 119.38';

Thence Northeasterly, along said East line and said curve to the left, an arc distance of 119.44' to PLACE OF BEGINNING and containing 101,038 square feet or 2.320 acres of land.

SURVEYOR'S CERTIFICATE

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

That I, John S. Turner, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

Witness my hand at Mesquite, Texas,
This _____ day of _____, 20__.

John S. Turner
Registered Professional Land Surveyor #5310

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State on this day personally appeared John S. Turner, R.P.L.S. NO. 5310, State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office,
This _____ day of _____, 20__.

Notary Public in and for the State of Texas

OWNER'S DEDICATION

STATE OF TEXAS
COUNTY OF DALLAS

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That G Two Northlake, LLC, by and through its duly authorized officers, does hereby accept this plat designating the herein described tract as **LOT 6, OF TOWN COMMONS**, an Addition to Denton County, Texas and do hereby dedicate to the public use forever, the streets and easements shown thereon.

WITNESS MY HAND, THIS _____ DAY OF _____, 20__.

G Two Northlake, LLC

Name: _____
Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the said County and State, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the _____ day of _____, 20__.

Notary Public in and for The State of Texas

CERTIFICATE OF APPROVAL

APPROVAL BY THE TOWN COUNCIL

Date _____

Mayor, Town of Northlake

Town Secretary, Town of Northlake

DISTRICT APPROVAL SIGNATURE BLOCK

Reviewed and Approved By:
Belmont Fresh Water Supply District No. 1 of Denton County

District Engineer, Jones|Carter

Date _____

FINAL PLAT

OF
**TOWN COMMONS
LOT 6**

2.320 ACRES IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE, THE EXTRATERRITORIAL
(ETJ) OF DENTON COUNTY, TEXAS
1 LOT

A&W SURVEYORS, INC.
Professional Land Surveyors
TEXAS REGISTRATION NO. 100174-00
P.O. BOX 870029, MESQUITE, TX. 75187
PHONE: (972) 681-4975 FAX: (972) 681-4954
WWW.AWSURVEY.COM

~ PROPERTY ADDRESS: F.M. 407 & Cleveland-Gibbs Road, Northlake, TX ~

Owner: G Two Northlake, LLC
~ 3930 Galleria Oaks Dr., Texarkana, TX 75503 ~

Job No.: 18-1897 | Drawn by: 517 | Date: 08-28-2018 | Revised: _____

"A professional company operating in your best interest"

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Site Plan for Goddard School (SP-18-006)

Purpose: Consider approval of a Site Plan for Goddard School, a proposed 10,931 square-foot daycare on 2.320 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 6, Town Commons, generally located on the east side of Cleveland-Gibbs Road approximately 600 feet north of FM 407 at 7851 Cleveland-Gibbs Road in the extraterritorial jurisdiction (ETJ) of the Town of Northlake.

Owner/Applicant: G Two Northlake LLC

Engineer: Triangle Engineering LLC

Existing Condition of the Property: The subject property is currently vacant, but master infrastructure to serve the site and surrounding Town Commons development has been constructed. Although located in the ETJ, per a development agreement the property is subject to the Mixed-Use Planned Development (MPD) standards applicable to the adjacent property within the Town limits.

Staff Analysis:

Access: Access to the site will be provided from an existing shared driveway from Cleveland-Gibbs Road and a new direct access driveway from Cleveland-Gibbs Road.

Parking: The UDC requires one space per 10 students plus 1 per employee for daycare use. A minimum of 38 spaces are required. 43 parking spaces are provided on the site plan of which two of the spaces will meet ADA requirements.

Fencing, Lighting, and Signage: A 6-foot wrought iron perimeter fence is shown around the play areas on the site plan along with 4-foot separator fences to separate the play areas. A 5-foot stone screen wall is provided to screen HVAC units, and an 8-foot masonry screening wall to match the building is proposed to enclose the dumpster. No outdoor lighting or sign details are provided in the site plan package except for the location of a monument sign. Any other details on fencing, lighting, and signage not provided with the site plan package must meet the requirements of the UDC and MPD at time of permitting.

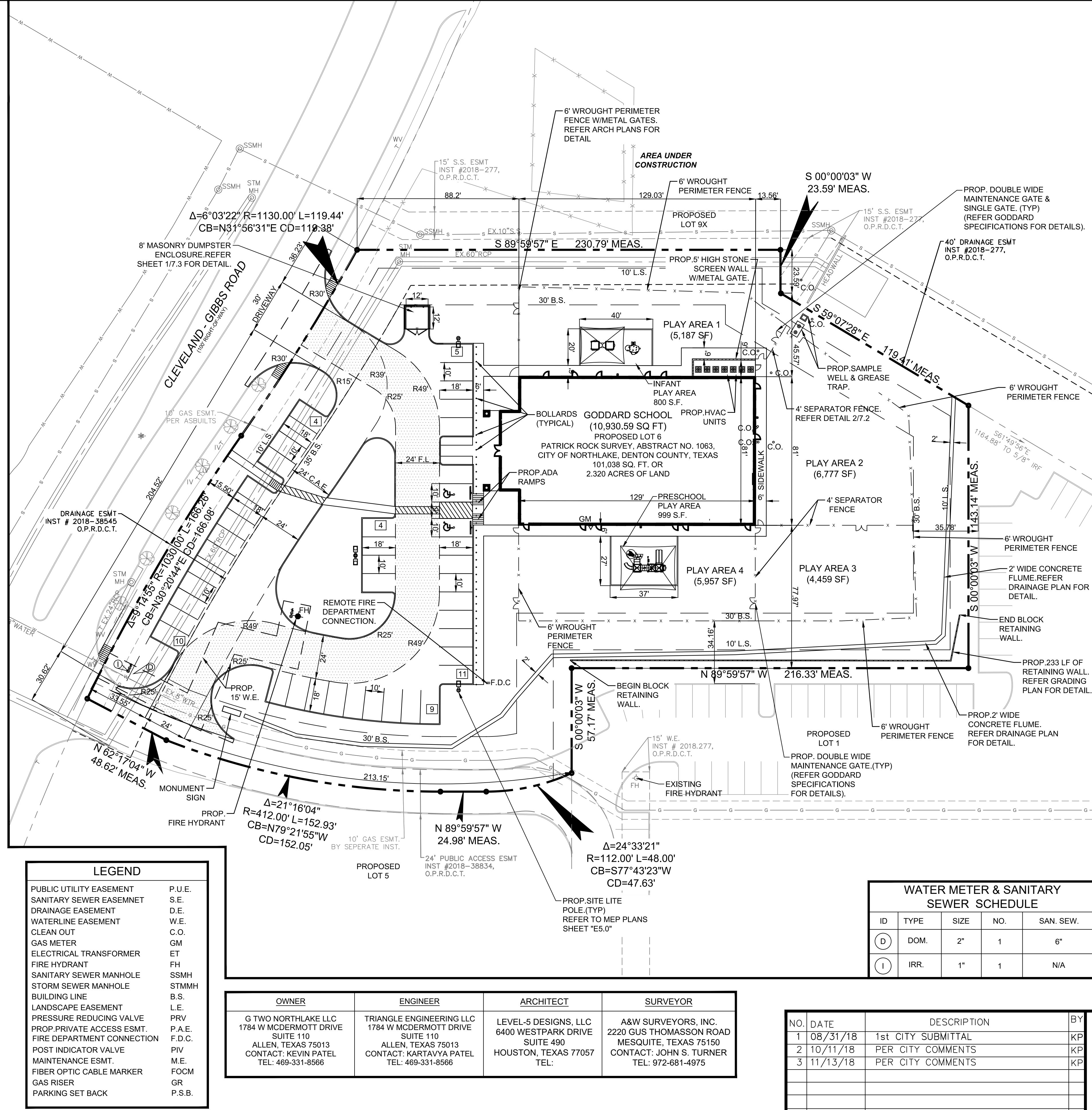
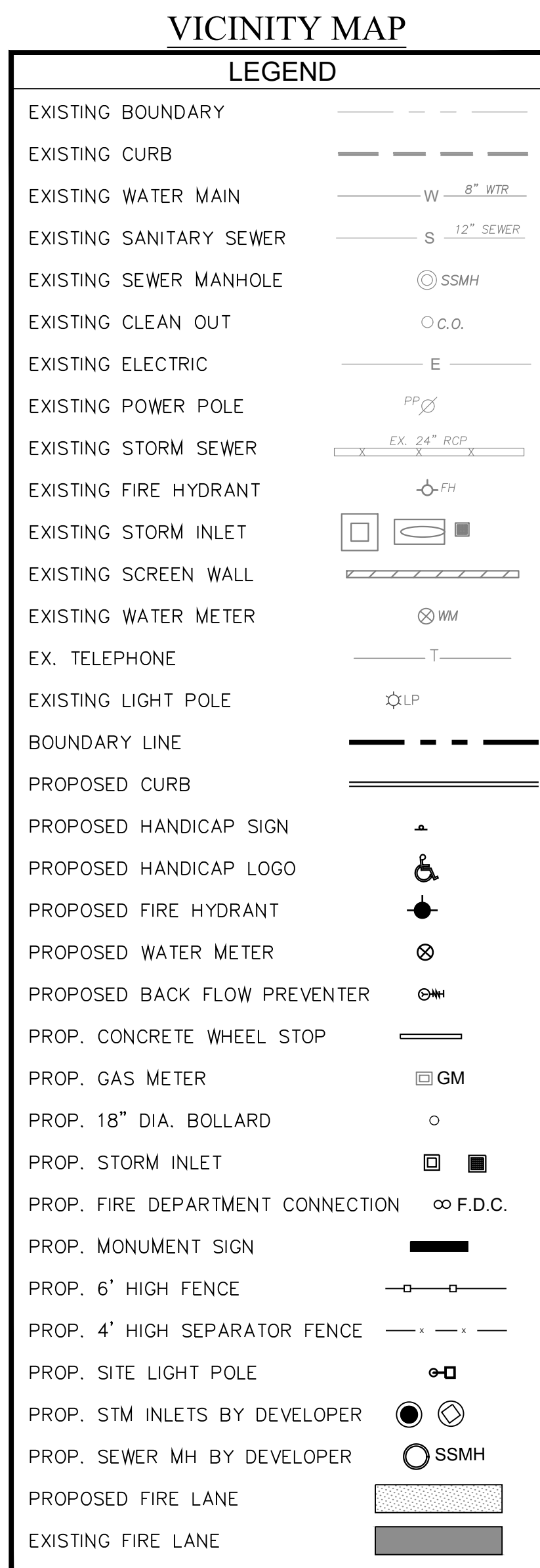
Landscaping: Detailed landscape plans have been provided showing landscaping meeting the requirements of the UDC and MPD.

Building Elevations: Architectural elevations of the building are provided showing all four sides of the proposed building. The building elevations appear to comply with the requirements of the UDC and MPD.

Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area.
4. The site plan incorporates features to minimize adverse effects on adjacent properties.
5. Adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site.
6. The site plan meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.
7. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town.

Staff Findings: Staff has reviewed the site plan package and finds it meets the criteria above and meets or exceeds all applicable requirements of the MPD and UDC.



1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE STANDARDS OF THE TOWN OF NORTH LAKE.
2. A PERMIT IS REQUIRED TO CUT A TOWN STREET OR WORK WITHIN THE RIGHT-OF-WAY. THE PERMIT IS ISSUED BY DENTON COUNTY.
3. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM PUBLIC RECORDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
4. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS IN GRADES AND ALIGNMENT.
5. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, "CONST. SAFETY AND HEALTH REGULATIONS.", VOL. 29, SUBPART P, PG. 128 - 137, AND ANY AMENDMENTS THERETO.
6. ADEQUATE MEASURES SHALL BE TAKEN TO PREVENT EROSION. IN THE EVENT THAT SIGNIFICANT EROSION OCCURS AS A RESULT OF CONSTRUCTION THE CONTRACTOR SHALL RESTORE THE ERODED AREA TO ORIGINAL CONDITION OR BETTER.
7. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH BACKFILL, SIDE SLOPES, FENCES, CULVERT PIPES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
8. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE COUNTY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING FROM THE DESIGN ENGINEER.
9. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
10. FIRE LANE SHALL BE MARKED EVERY 50FT WITH " NO PARKING FIRE LANE TWO WAY ZONE".

SITE DATA SUMMARY CHART	
NUMBER OF LOTS	1
LAND USE DESIGNATION	COMMERCIAL
PROPOSED USE	FRESHCHOOL/DAY CARE
GROSS ACREAGE	2.32 ACRES OR 101,038 S.F.
PROPOSED BLDG. AREAS	10,930.59 S.F.
PROPOSED BLDG. HEIGHT	33'-4"
REQUIRED PARKING	38
(1 SPACES PER 10 STUDENTS PLUS 1 PER EMPLOYEE)	
REQUIRED ADA PARKING	2
PROVIDED ADA PARKING	2
NO OF STUDENTS	182
NO OF EMPLOYEE	20
TOTAL PROVIDED PARKING	43 (INCLUDING ADA PARKING)
SPACES/COVERED AREA	41,698 S.F. OR 41.3%
OPEN SPACE/LANDSCAPE AREA	59,340 S.F. OR 58.7%
CONSTRUCTION TYPE	IBC TYPE "V-B"
BUILDING OCCUPANCY	IBC GROUP I-4 (CHILDCARE FACILITY)

GODDARD SCHOOL
TOWN COMMONS, LOT 6
2.320 ACRES (101,038 SF)
PATRICK ROCK SURVEY, ABS # 1063
ETJ OF TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
DATE OF PREPARATION: 10/22/2018



T: 469.331.8566 | F: 469.359.6709 | E: kpatel@triangle-engr.com
W: triangle-engr.com | O: 1784 W McDermott Drive, Suite 110, Allen, TX 75013

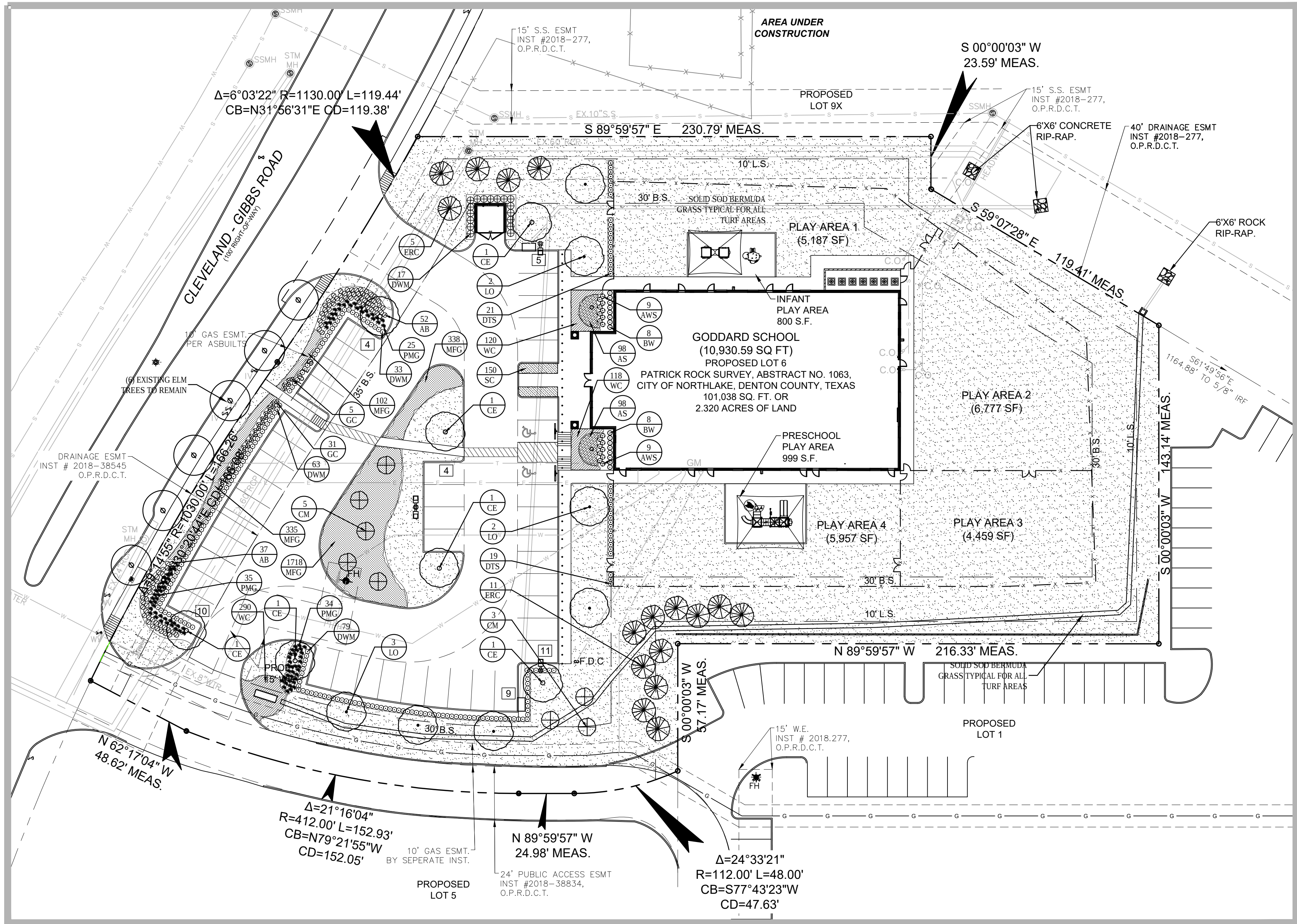
Planning | Civil Engineering | Construction Management

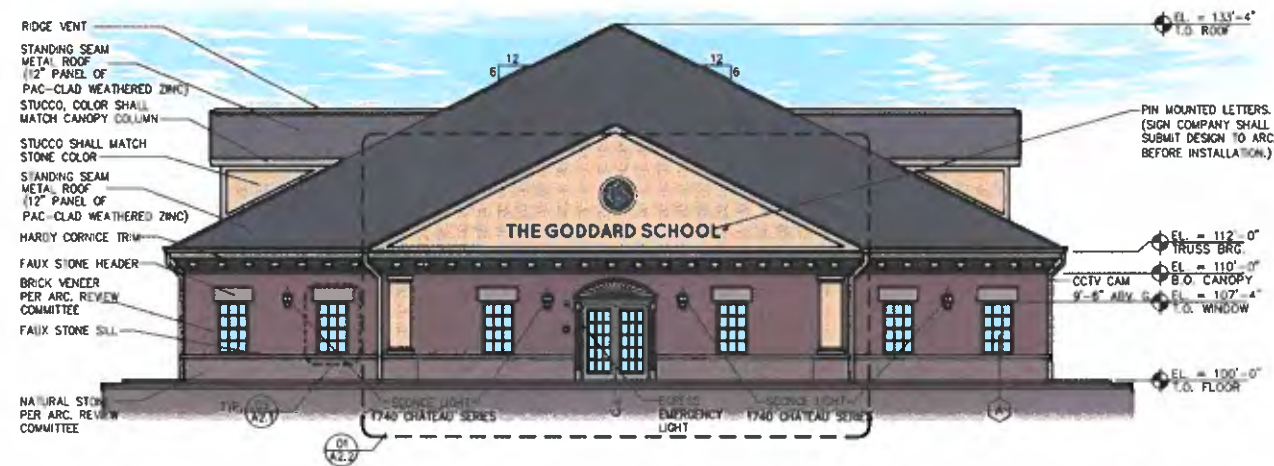
DESIGN	DRAWN	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	AR	08/22/18	SEE SCALE BAR	057-18	3
TX PE FIRM #11525					

11/13/18

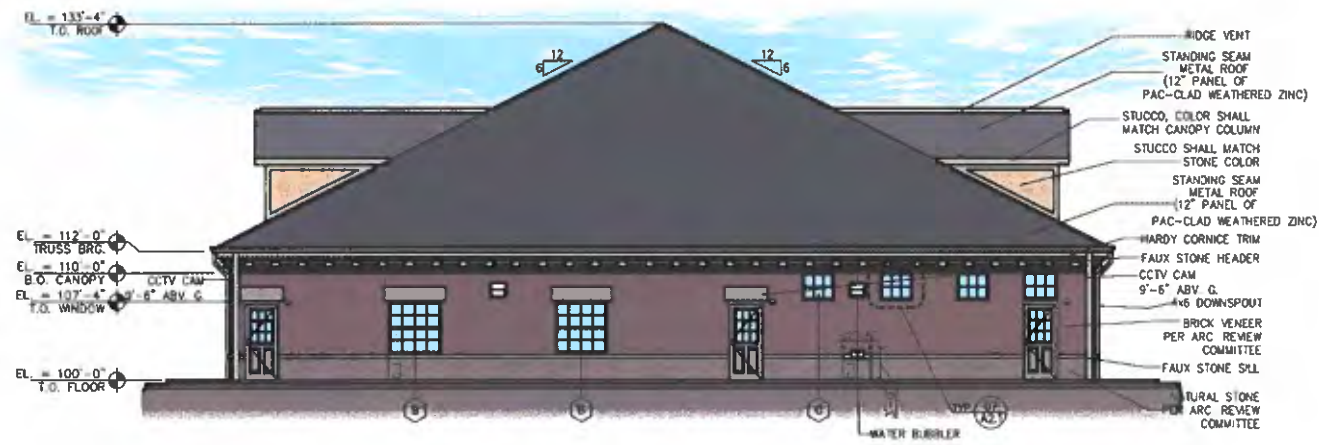


VICINITY MAP





1 FRONT ELEVATION
A2.1 SCALE: 1/8" = 1'-0"

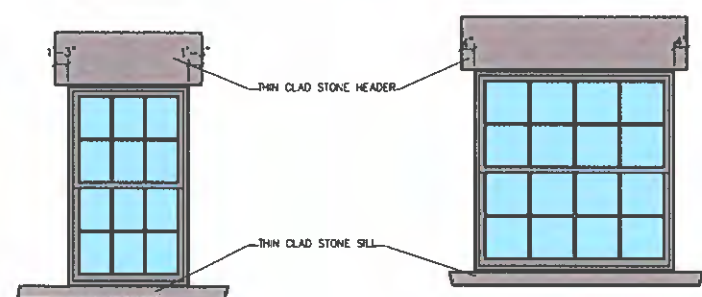


4 EAST ELEVATION (BACK)
A2.1 SCALE: 1/8" = 1'-0"

MATERIAL SPECIFICATION			
NO.	MATERIAL IMAGE	MATERIAL NAME	SPECIFICATION
1		BRICK VENEER	BORAL BRICKS- CONCORD
2		NATURAL STONE	TEXAS STONE QUARRY LUDERS LIMESTONE
3		STANDING SEAM METAL ROOF	PAC-CLAD WEATHERED ZINC
4		HAZEL CORNICE TRIM	SHERWIN WILLIAMS SW 6141 SOFTER TAN
5		FAUX STONE HEADER	TEXAS BUILDING PRODUCTS BULDER'S CAST STONE TEXAS GREY
6		FAUX STONE SILL	TEXAS BUILDING PRODUCTS BULDER'S CAST STONE TEXAS GREY
7		STUCCO	SHERWIN WILLIAMS SW 6141 SOFTER TAN



7 WINDOW ELEVATION (C)
A2.1 R.T.S

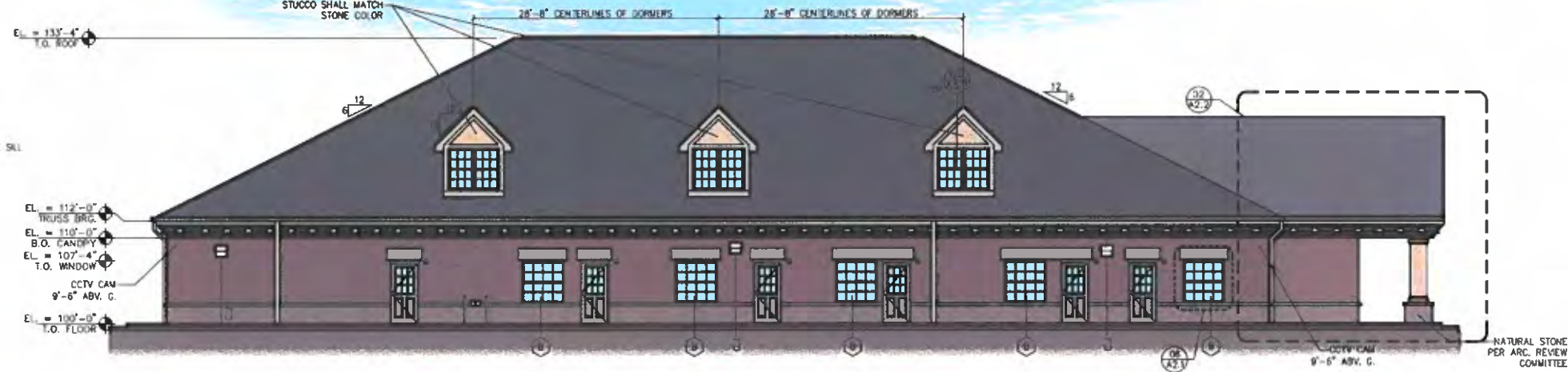


8 WINDOW ELEVATION (A)
A2.1 R.T.S

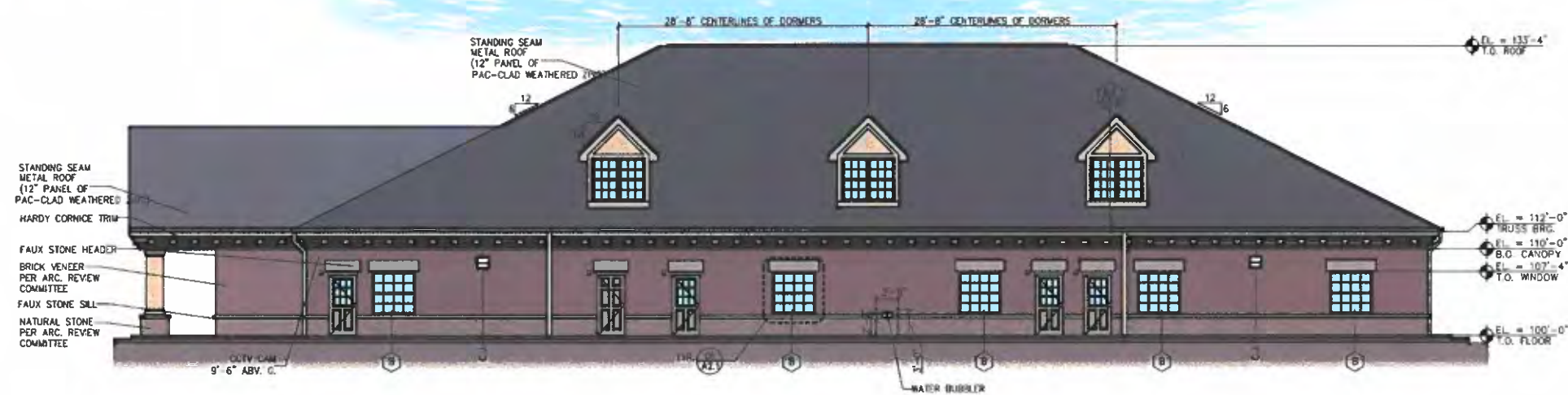
9 WINDOW ELEVATION (B)
A2.1 R.T.S

NOTE : THE DUMPSTER ENCLOSER ELEVATIONS SHALL MATCH TO THE BUILDING MATERIALS.
THE ENTRANCE OF THE BUILDING SHALL BE ACCENTED WITH BOTH FINISHES AND PLANTING TO VISUALLY READ AS AN ENTRY STATEMENT.
DOWNSPOUTS ON ELEVATIONS ARE FOR INFORMATION PURPOSE ONLY. LOCATION SHALL BE DECIDED ON FIELD.

	FRONT	%	LEFT	%	RIGHT	%	WEST	%
TOTAL FACADE AREA (SF)	1409.38 SF		1858.91 SF		1883.40 SF		1060.49 SF	
DOORS/WINDOWS	157.72 SF		271.67 SF		271.66 SF		155.84 SF	
FACADE AREA (SF)	1251.66 SF	100.00	1587.24 SF	100.00	1611.74 SF	100.00	904.65 SF	100.00
MINUS DOORS/WINDOWS								
BRICK VENEER	445.52 SF	35.59	762.17 SF	48.02	785.30 SF	48.72	430.30 SF	47.57
STONE	225.42 SF	18.01	356.37 SF	22.45	357.73 SF	22.19	191.24 SF	21.14
STUCCO	330.73 SF	26.42	87.50 SF	5.51	87.50 SF	5.43	72.63 SF	8.03
TRIM	249.99 SF	19.97	381.20 SF	24.02	381.21 SF	23.65	210.46 SF	23.27



2 LEFT SIDE ELEVATION
A2.1 SCALE: 1/8" = 1'-0"



3 NORTH ELEVATION (SIDE)
A2.1 SCALE: 1/8" = 1'-0"

NO.	DATE	DESCRIPTION	BY

EXTERIOR ELEVATIONS	PROJECT NO.	DATE	DRAWN BY	CHECKED BY
		01/09/2018		

SHEET #	REVISION #
A2.1	

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Final Plat for Alliance Northport Addition – Lot 7, Block A (FP-18-024)

Purpose: To consider approval of a Final Plat of Lot 7, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 16.372-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Same Lee Lane and zoned Industrial (I).

Owner/Applicant: AIL Investment LP

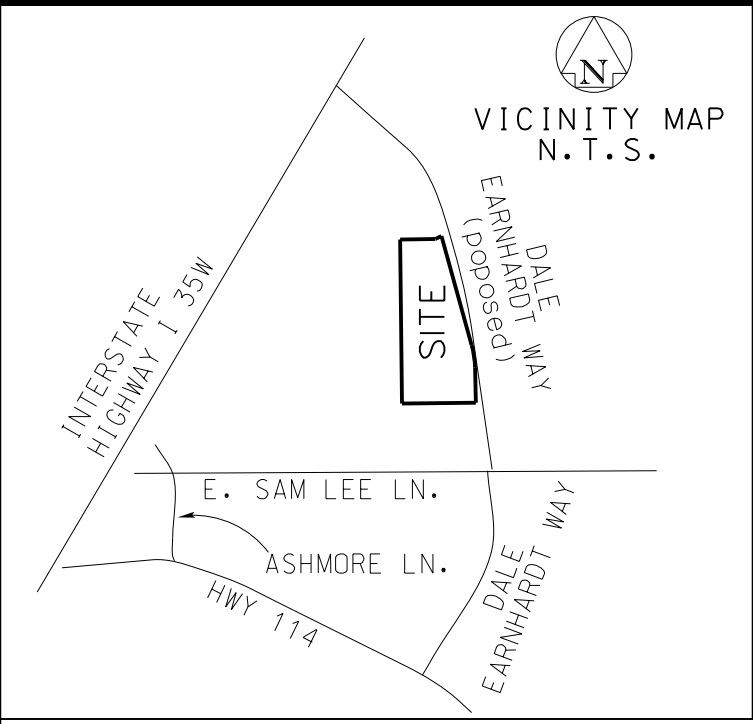
Engineer/Surveyor: Peloton Land Solutions, Inc.

Background: Alliance Northport is the Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses. Alliance Northport Building 4 is to be built on this Lot 7, Block A. The site plan for the project is on this same Council meeting agenda. The final plat and site plan for the Alliance Northport Building 5 site is also on this agenda. Buildings 4 and 5 will be the third and fourth buildings to be developed following the 1.2 million square-foot Alliance Northport Building 3 and the 500,000 sf Alliance Northport Building 1 which are currently under construction west of this site.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code. The final plat is comprised of 1 lot fronting on the extension of Dale Earnhardt Way which currently under construction. The final plat is consistent with the approved preliminary plat. Civil construction plans for water, sewer, streets and drainage infrastructure to serve the plat have been reviewed and approved by staff.

Staff Findings: Staff finds the final plat meets or exceeds all applicable Town requirements.

11/15/2018 8:34:21 PM Copyright © 2018 Peloton Land Solutions, Inc. BLS Firm Reg No. 007720 G:\JOB\HWA18037_Northport_4\Master_Dev\Survey\HWA18037_PAI.dgn



LEGEND
IRS - IRON ROD SET
RF - IRON ROD FOUND
B.L. - BUILDING LINE

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE OF TEXAS, ON THE DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF THIS ____ DAY OF _____, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: _____

SURVEYOR'S CERTIFICATION
KNOWN ALL MEN BY THESE PRESENTS

THAT I, TODD A. BRIDGES, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND.

TODD A. BRIDGES

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document." 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 11/15/2018

APPROVAL BY THE TOWN COUNCIL ON:

DATE
MAYOR, TOWN OF NORTHLAKE
TOWN SECRETARY, TOWN OF NORTHLAKE

OWNER
AIL INVESTMENT, L.P.
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177
(817) 224-6000

SURVEYOR
PELOTON LAND SOLUTIONS, INC.
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177
(817) 562-3350

B.B.B. & C.R.R. CO. SURVEY
ABSTRACT NUMBER 189

Lot 1, Block A
Alliance Northport Addition
Inst. # 2018-290
R.P.R.D.C.T.

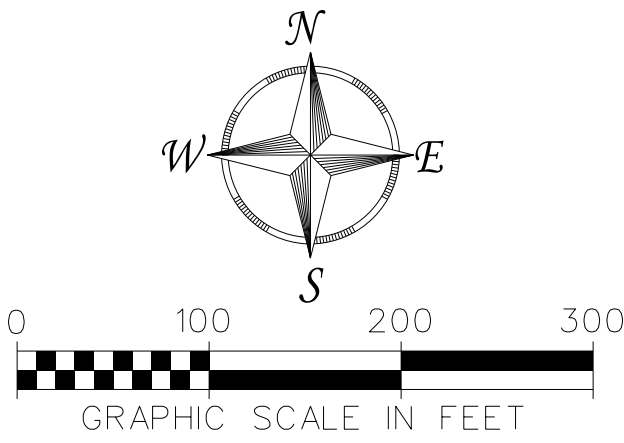
AIL Investment, L.P.
Inst. # 2015-76968
R.P.R.D.C.T.

Lot 7, Block A
16.372 Acres
AIL INVESTMENT, LP
INST. # 2015-76968
R.P.R.D.C.T.

Point of Beginning

Point of Commencing

E. Sam Lee Lane



OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS AIL INVESTMENT, L.P. IS THE SOLE OWNER OF A 16.372 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NUMBER 189, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO AIL INVESTMENT, L.P., RECORDED IN INSTRUMENT NUMBER 2015-76968, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A, ALLIANCE NORTHPORT ADDITION, AN ADDITION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-290, BEING THE NORTHWEST CORNER OF A 25 FOOT RIGHT-OF-WAY DEDICATION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-54504, BOTH OF SAID REAL PROPERTY RECORDS:

THENCE N 00°40'47"W, 1030.88 FEET, WITH THE EAST LINE OF SAID LOT 1, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, AT THE POINT OF BEGINNING,

THENCE N 00°40'47"W, 1373.75 FEET, WITH SAID EAST LINE, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, FROM WHICH A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE MOST EASTERLY NORTHEAST CORNER OF SAID LOT 1, BEARS, N 00°40'47"W, 14.71 FEET;

THENCE N 89°19'13"E, 293.15 FEET, DEPARTING SAID EAST LINE, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE N 74°29'58"E, 56.68 FEET, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, IN THE WEST LINE OF THAT TRACT OF LAND DESCRIBED BY DEDICATION DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2015-74193, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE WITH SAID WEST LINE THE FOLLOWING BEARINGS AND DISTANCES:

S 15°30'15"E, 932.94 FEET, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 189.77 FEET, THROUGH A CENTRAL ANGLE OF 14°18'23", HAVING A RADIUS OF 760.00 FEET, THE LONG CHORD WHICH BEARS S 08°20'59"E, 189.27 FEET, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

S 01°11'47"E, 298.79 FEET, TO A 5/8" IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET;

THENCE S 89°19'13"W, 614.59 FEET, DEPARTING SAID WEST LINE, TO THE POINT OF BEGINNING AND CONTAINING 713,179 SQUARE FEET OR 16.372 ACRES OF LAND MORE OR LESS.

OWNERS DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT AIL INVESTMENT, L.P., DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS ALLIANCE NORTHPORT ADDITION, LOT 7, BLOCK A, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN ON THIS PLAT, EXCEPT THOSE EASEMENTS AND RIGHTS-OF-WAY CREATED OR DEDICATED BY SEPARATE INSTRUMENT AS SHOWN HEREON, FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING SAME, ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENT STRIPS AND ANY PUBLIC UTILITY SHALL, AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID STRIPS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 2018.

AIL INVESTMENT, L.P.
A TEXAS LIMITED PARTNERSHIP

BY: AIL GP, LLC,
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
NAME: L. RUSSELL LAUGHLIN
TITLE: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2018 BY L. RUSSELL LAUGHLIN, EXECUTIVE VICE PRESIDENT OF AIL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS GENERAL PARTNER OF AIL INVESTMENT, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: _____

A FINAL PLAT OF
Alliance Northport Addition
Lot 7, Block A
BEING 16.372 ACRES IN THE
B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 189,
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
1 LOT
CURRENT ZONING: "I" (INDUSTRIAL)

ACF# 60351

Revisions:

Job #:	HWA18037
Drawn By:	T.Bridges
Checked By:	W.Blaides
Date:	8/28/2018

FINAL PLAT OF
Alliance Northport Addition
Lot 7, Block A
BEING 16.372 ACRES IN THE
B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 189,
IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

PELOTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH# 817-562-3350

SHEET

OF SHEETS

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Site Plan for Alliance Northport Building 4 (SP-18-004)

Purpose: Consider approval of a Site Plan for Alliance Northport Building 4, a proposed 225,472 square-foot industrial building on 16.372 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 7, Block A, Alliance Northport Addition, generally located on the west side of Dale Earnhardt Way (extension under construction) approximately 400 feet north of Same Lee Lane and zoned Industrial (I).

Owner/Applicant: AIL Investment LP

Engineer: Peloton Land Solutions, Inc.

Architect: RGA Architects

Existing Condition of the Property: Alliance Northport is the Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses. The subject property of this plat is currently vacant, and the previous agenda item proposes to final plat the property as Lot 7, Block A, Alliance Northport Addition. The final plat and site plan for the Alliance Northport Building 5 site are also on this agenda. Buildings 4 and 5 will be the third and fourth buildings to be developed following the 1.2 million square-foot Alliance Northport Building 3 and the 500,000 sf Alliance Northport Building 1 which are currently under construction west of this site.

Staff Analysis:

Access: Three access points to the site will be provided, all from Dale Earnhardt Way. The two driveways on the south side of the site are designed to separate most passenger vehicle and truck traffic on the site. There is one drive on the north side designed to accommodate both passenger vehicle and truck traffic. A fire lane loop is provided around the entire building to meet fire access requirements.

Parking: Building 4 is proposed to be 225,472 square feet and used as a warehouse/distribution center. The parking standards in Article 10 of the UDC were recently updated to require that a minimum of "1 space for each 5,000

square feet of total floor area” be provided. 46 parking spaces are necessary to meet the standard for the proposed building. The site plan provides 143 parking spaces, approximately 1 space per 1,577 square feet. This does not include the 38 trailer parking spaces that are also provided.

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

The location of walls to screen the truck courts are identified on the site plan. No other fencing is proposed on the site plan. Any additional fencing shall meet the requirements of the UDC at time of permitting. No outdoor lighting or sign locations or details were provided with the site plan package. Any outdoor lighting or signs must meet the requirements of the UDC at time of permitting.

Landscaping:

Detailed landscape plans have been provided showing landscaping meeting and exceeding the requirements of the UDC. Additional landscaping has been added along Dale Earnhardt Way to provide natural screening of the truck court and dock doors facing the street.

Building Elevations:

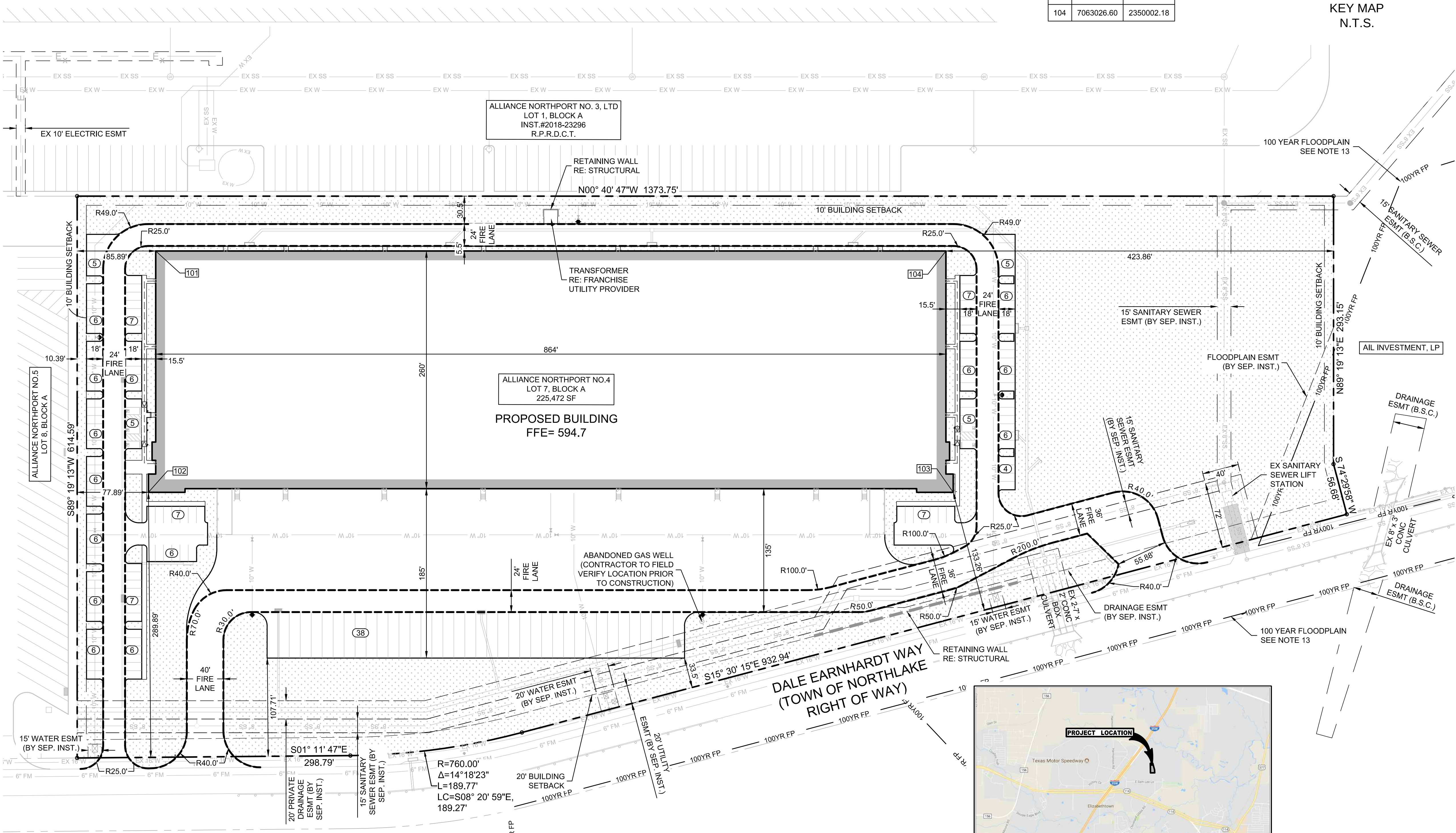
Architectural elevations are provided showing all four sides of the proposed building. The building elevations appear to comply with the exterior building materials and design requirements of the UDC.

Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

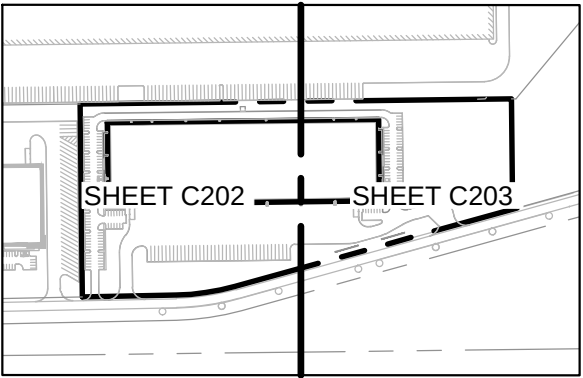
1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area.
4. The site plan incorporates features to minimize adverse effects on adjacent properties.
5. Adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site.
6. The site plan meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.
7. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town.

Staff Findings: Staff has reviewed the site plan package and finds it meets the criteria above and meets or exceeds all applicable requirements of the Unified Development Code (UDC).

Drawing: C:\000\hwa007_northport_4\responder\dwg\c202\hwa007_4\A-C-SITE-OVERALL.dwg
Last Saved by: TCG
Last Saved Date: 11/16/2018 2:57 PM
PLOT DATE: 11/16/2018 2:57 PM



BUILDING COORDINATES		
NO.	NORTHING	EASTING
101	7062162.66	2350012.43
102	7062157.79	2350276.50
103	7063037.71	2350266.06
104	7063026.60	2350002.18

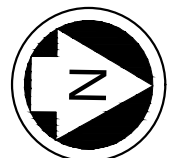


KEY MAP
N.T.S.

NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
TXU ELECTRIC DELIVERY	1-800-711-9112
TOWN OF NORTHLAKE	940-648-3290
NORTHLAKE PUBLIC WORKS DEPT.	940-242-5707

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.



0 60' 120'
SCALE: 1" = 60'

LEGEND

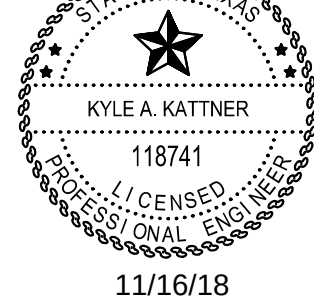
- | | |
|--|-----------------------------------|
| | PROP. FIRE HYDRANT |
| | PROP. RETAINING WALL |
| | PROP. FIRE LANE |
| | PROP. SIGN |
| | PROP. SIDEWALK |
| | PROP. LANDSCAPE AREA |
| | RE: LANDSCAPE |
| | ACCESSIBLE ROUTE |
| | 100 YEAR FLOODPLAIN (SEE NOTE 13) |

- NOTES:
- ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR CENTER OF PROPERTY LINE UNLESS OTHERWISE NOTED.
 - ALL CURB RADII ARE TO FACE OF CURB AND ARE 4' UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING LAYOUT AND DESIGN.
 - REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
 - ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE TOWN ORDINANCES.
 - ALL STRIPING SHALL BE PAINTED 4" WIDE WHITE TRAFFIC PAINT, TWO (2) COATS, UNLESS OTHERWISE NOTED.
 - ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION.
 - ALL COORDINATES ARE NAD83 SURFACE, TEXAS NORTH CENTRAL ZONE.
 - REFER TO CONSTRUCTION DETAILS (C204) FOR STANDARD PARKING STALL DIMENSIONS.
 - ALL PORTIONS OF THE ACCESSIBLE ROUTE SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM LONGITUDINAL SLOPE OF 5% (EXCLUDING RAMPS WHERE INDICATED).
 - CONTRACTOR TO FORM SIDEWALKS AND CONFIRM SLOPES PRIOR TO PAVING. CONTRACTOR SHALL CONTACT ENGINEER IF CONFLICTS EXIST.
 - 100 YEAR FLOODPLAIN PER DRAINAGE REPORT FOR DALE EARNHARDT WAY, PREPARED BY PACHECO KOCH, DATED AUGUST 3, 2018.

BENCHMARKS
BM #1 - "X" CUT ON
SOUTHEAST CORNER OF
SOUTH RIGHT-OF-WAY OF
SAM LEE LANE, ±693' WEST OF
CENTER OF DALE EARNHARDT
WAY.
ELEVATION = 610.83'
N: 7060951.89
E: 2349946.01

BM #2 - "X" CUT ON CURB ON
SOUTHEAST CORNER OF DALE
EARNHARDT WAY AND SAM
LEE LANE, ±73' SOUTHWEST
OF FIRE HYDRANT, ±42'
SOUTHEAST OF STORM
MANHOLE AND ±82'
SOUTHEAST OF SANITARY
SEWER MANHOLE.
ELEVATION = 603.87'
N: 7060963.15
E: 2350704.63

Kyle A. Kattner



11/16/18

PELOTON LAND SOLUTIONS

TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS
AUTHORIZED BY KYLE A. KATTNER, P.E. # 118741
ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER
NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN
OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION

ALLIANCE NORTHPORT BUILDING 4

OVERALL SITE PLAN

NORTHLAKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
8900 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: TCG	DATE: NOVEMBER 2018	PROJECT #: HWA18037	SHEET: C201
DESIGNED: DES			
REVIEWER: KAK			

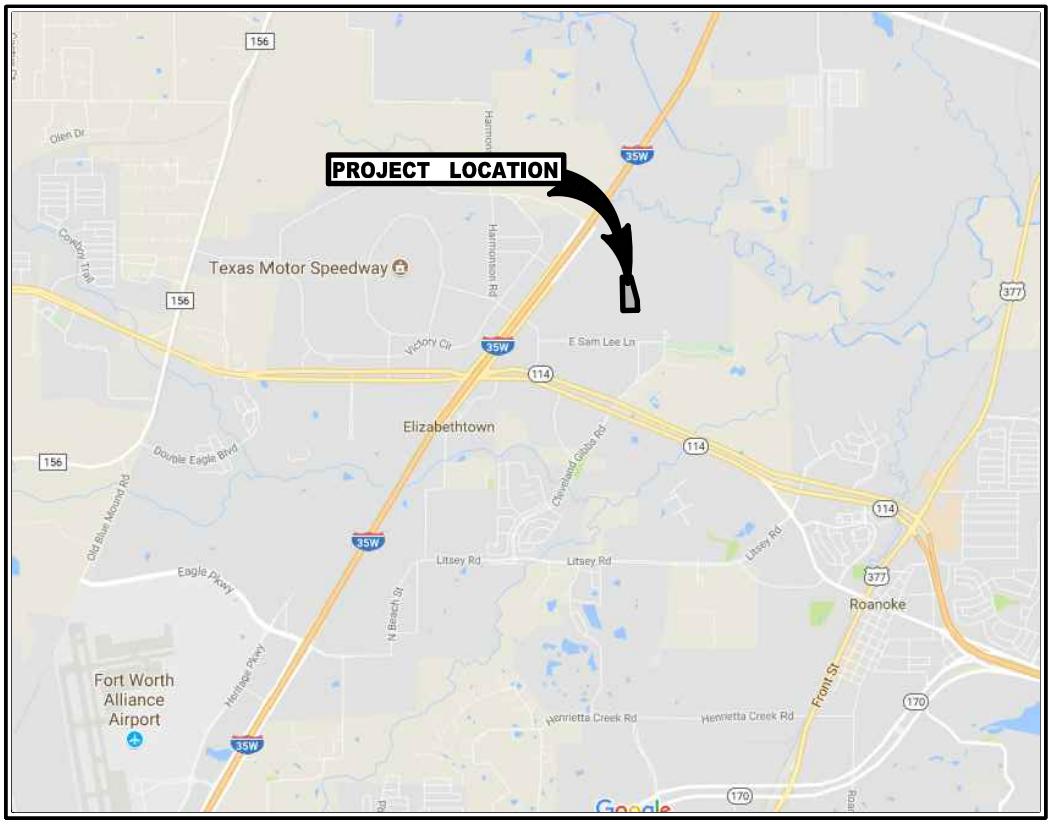
SITE DATA SUMMARY TABLE	
ZONING	I
PROPOSED USE	INDUSTRIAL
BUILDING AREA (GROSS SF)	225,472
TOTAL SITE AREA (ACRES)	16.372
AREA OF IMPERVIOUS SURFACE (ACRES)	10.51
PROP TRAILER SPACES	38
TOTAL PASSENGER SPACES	143
PROP REGULAR PASSENGER SPACES	137
PROP ADA SPACES TOTAL	6
VAN ACCESSIBLE	2

OWNER / DEVELOPER: HILLWOOD ALLIANCE SERVICES, LLC

9800 HILLWOOD PARKWAY
SUITE 300
FORT WORTH, TEXAS 76177
PHONE: 817-224-6000
FAX: 817-244-6060

ENGINEER/SURVEYOR: PELOTON LAND SOLUTIONS

9800 HILLWOOD PKWY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207



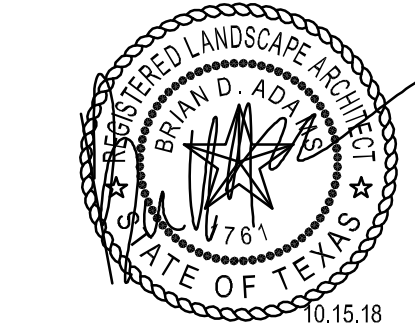
VICINITY MAP

SCALE : N.T.S.



FOR TOWN OF
NORTHLAKE USE ONLY

ALLIANCE NORTHPORT BUILDING 4, LOT 7, BLOCK A, CIVIL CONSTRUCTION PLANS



HILLWOOD

INVESTMENT PROPERTIES

SHEET:

SUE 100
ROANOKE, TX 76262
PH | 817 430 3382
RGAARCHITECTS.COM



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

Building Four
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES

RGA PROJECT NUMBER: 18021

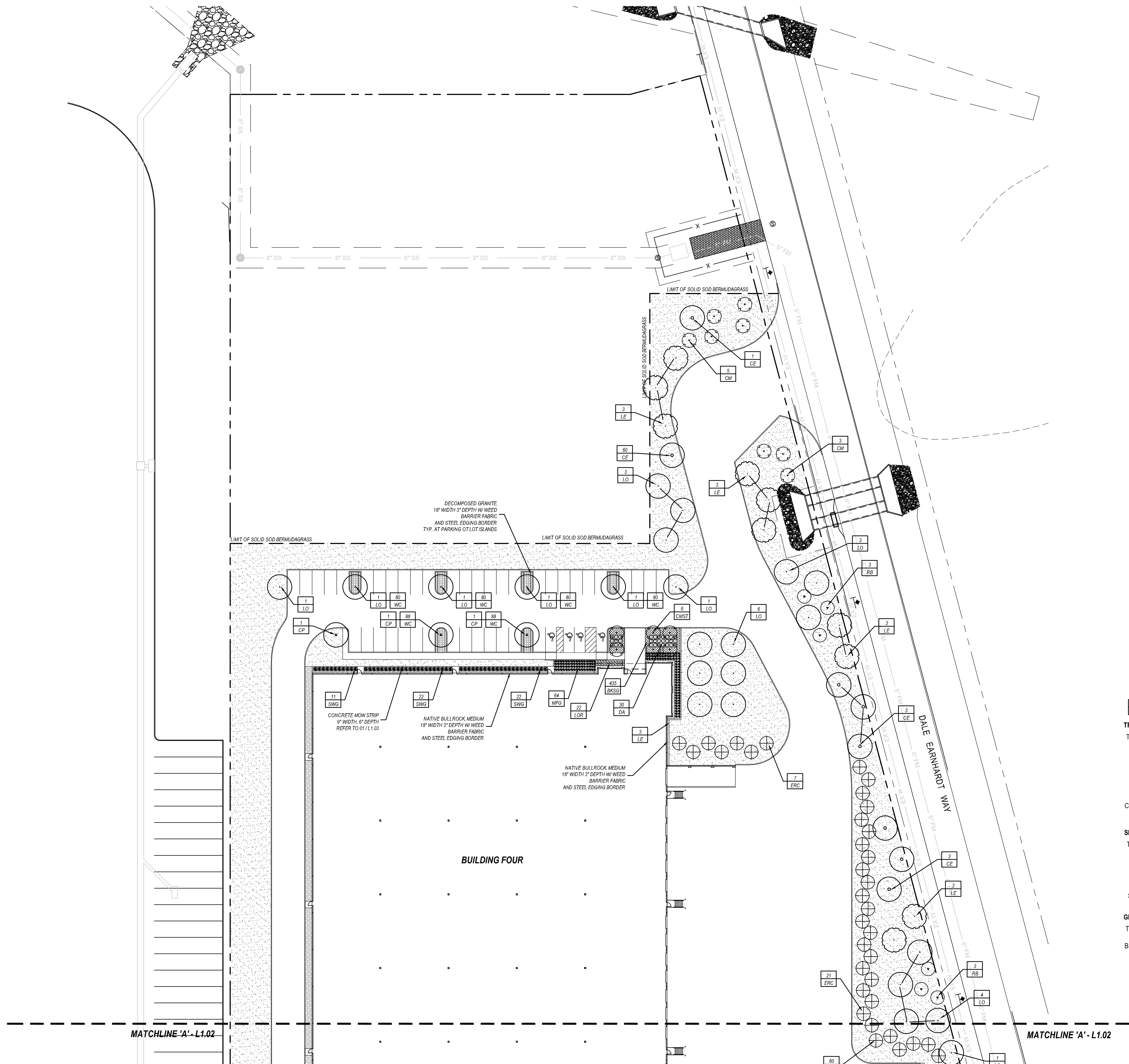
DATE: 10.15.2018

REVISIONS:



SHEET:

L1.01



PLANT LEGEND: BUILDING FOUR

QUANTITY
PLANT TYPE

TREES

TYPE	COMMON NAME
CE	Cedar Elm
CM	Crepe Myrtle
CP	Chinese Pistache
ERC	Eastern Red Cedar
LE	Lacebark Elm
LO	Live Oak 'Cathedral'
CMST	Crepe Myrtle 'Muskogee'
RB	Redbud

SHRUBS

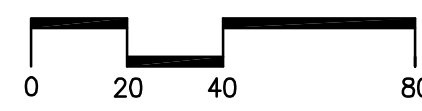
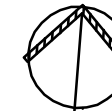
TYPE	COMMON NAME
CHL	Cherry Laurel
DA	Dwarf Abelia 'Super gold'
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
SWG	Switchgrass 'Heavy Metal'

GROUNDCOVERS

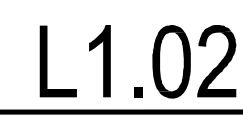
TYPE	COMMON NAME
BKSG	Berkely Sedge
WC	Purple Wintercreeper
	'419' Bermudagrass



01 LANDSCAPE PLAN
SCALE: 1" = 40'-0"



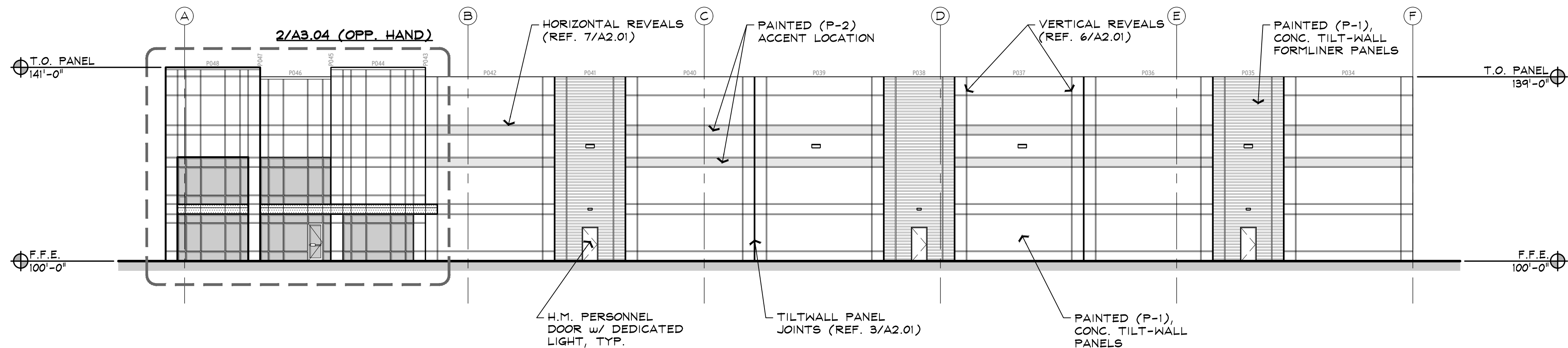
smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0083
Fax 214.871.0545
Email smr@smr-la.com



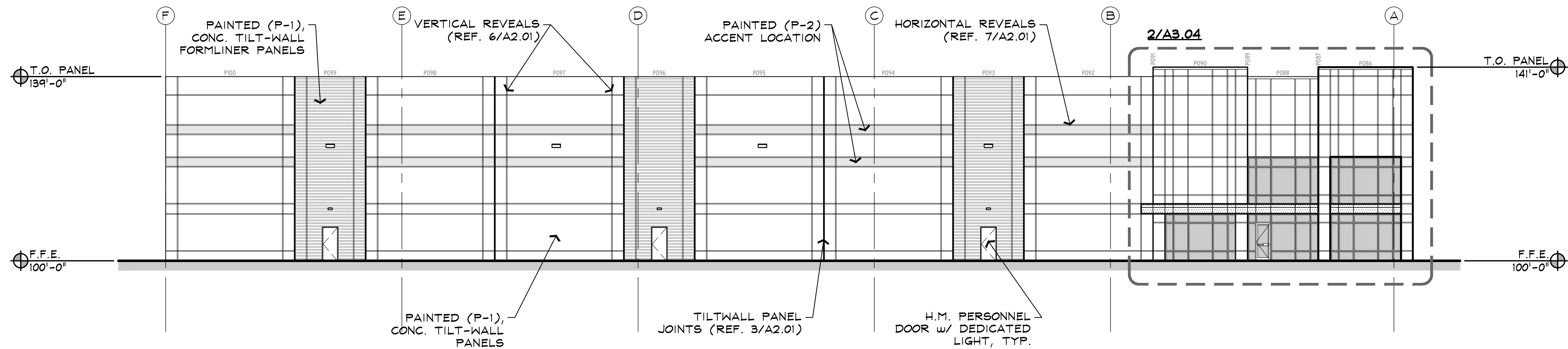
SHEET:

Alliance★Texas





1 NORTH ELEVATION
Scale: 1/16" = 1'-0"



1 SOUTH ELEVATION
Scale: 1/16" = 1'-0"

ALLIANCE NORTHPORT
Building Four
Northlake, TX

AllianceTexas

HILLWOOD
A Perot Company

RGA PROJECT NUMBER: 18021

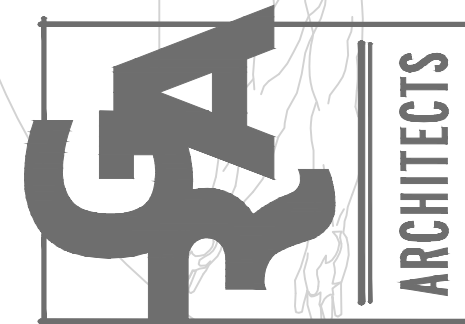
DATE: 10.15.2018

REVISIONS:

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SHEET:

A3.02



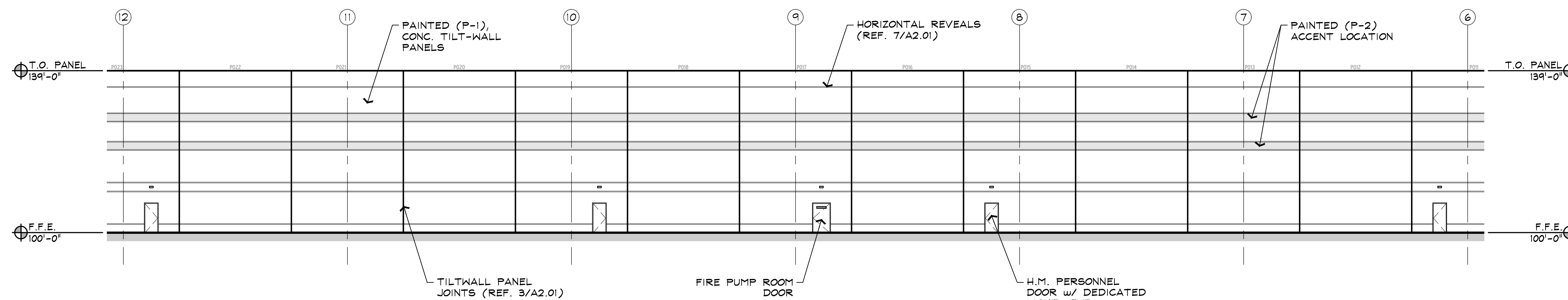
PRELIMINARY

NOT FOR REGULATORY APPROVAL,
PERMITTING OR CONSTRUCTION.
THIS PRELIMINARY DOCUMENT
IS RELEASED UNDER THE AUTHORITY OF
THE ARCHITECT'S PROFESSIONAL
REGISTERED PROFESSIONAL ARCHITECT
TEXAS REGISTRATION NO. 8962
ON DATE INDICATED BELOW.

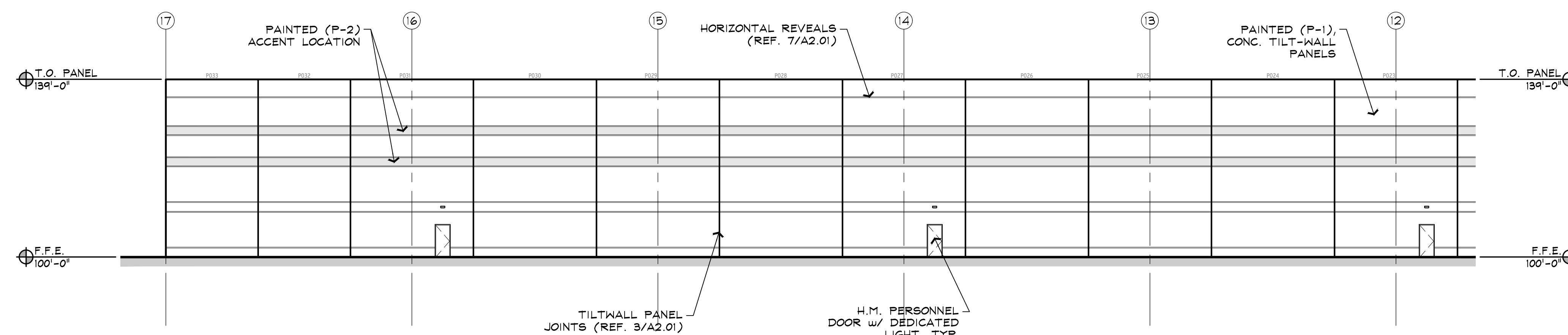
10.12.2018

301 S. OAK STREET, STE 100
ROCKFORD, TX 76262
PH: 817-430-3382
RGAARCHITECTS.COM

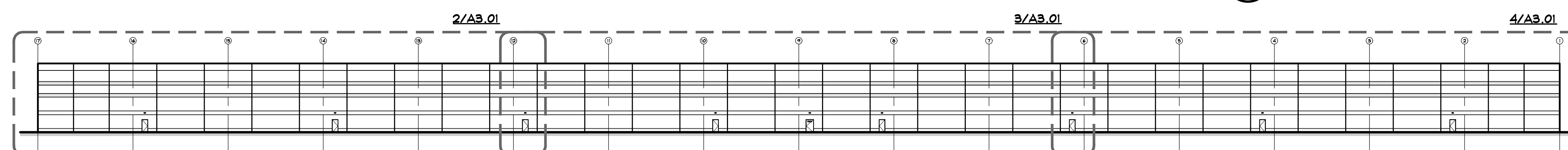
4 PARTIAL WEST ELEVATION



3 PARTIAL WEST ELEVATION



2 PARTIAL WEST ELEVATION



1 WEST ELEVATION - KEY

Alliance★Texas

HILLWOOD
A Perot Company

RGD PROJECT NUMBER: 18021

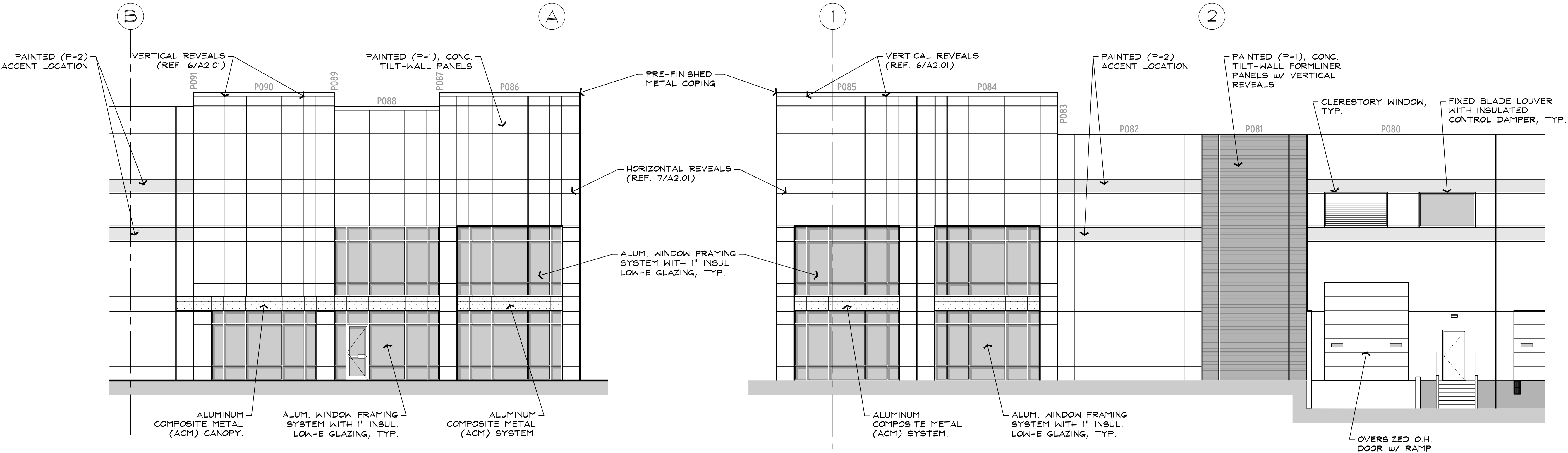
DATE: 10.15.2018

REVISIONS:

A3.03

PAINT KEY

MAT'L	DESCRIPTION
P-1	EXTERIOR CONCRETE (PRIMARY COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - "HILLWOOD WHITE"
P-2	EXTERIOR CONCRETE (LIGHT ACCENT COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - SW7072 ONLINE
P-3	EXTERIOR CONCRETE (DARK ACCENT COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - SW7074 SOFTWARE
P-4	EXTERIOR METAL DOORS & FRAMES MCSWEENEY PAINTING - SW7072 (SEMI-GLOSS)
P-5	INTERIOR STRUCTURAL COLUMNS (SAFETY YELLOW - SEMI-GLOSS TO 12'-0" A.F.F.)
REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. EXTERIOR STAIRS, LANDINGS & RAILS TO BE GALVANIZED.	



2 PARTIAL SOUTH ELEVATION @ CORNER ENTRY
Scale: 1/8" = 1'-0"

1 PARTIAL EAST ELEVATION @ CORNER ENTRY
Scale: 1/8" = 1'-0"

ALLIANCE NORTHPORT

Building Four
Northlake, TX

AllianceTexas

HILLWOOD
A Perot Company

RGA PROJECT NUMBER: 18021

DATE: 10.15.2018

REVISIONS:

△
△
△
△
△
△

SHEET:

A3.04

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Final Plat for Alliance Northport Addition – Lot 8, Block A (FP-18-025)

Purpose: To consider approval of a Final Plat of Lot 8, Block A, Alliance Northport Addition, a one-lot phase of the Alliance Northport development, being a 15.042-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane and zoned Industrial (I).

Owner/Applicant: AIL Investment LP

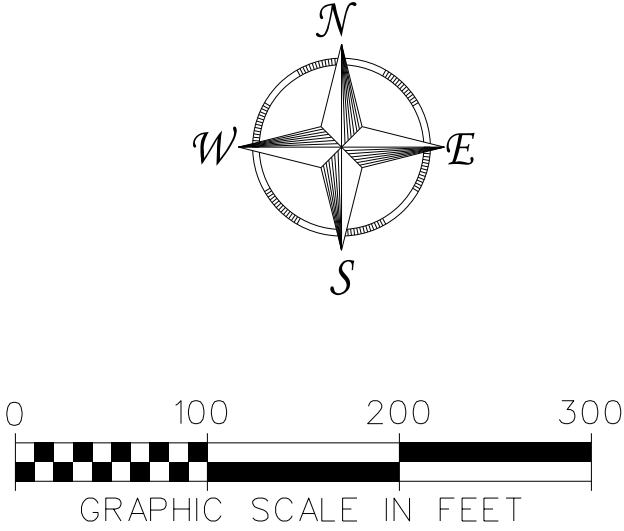
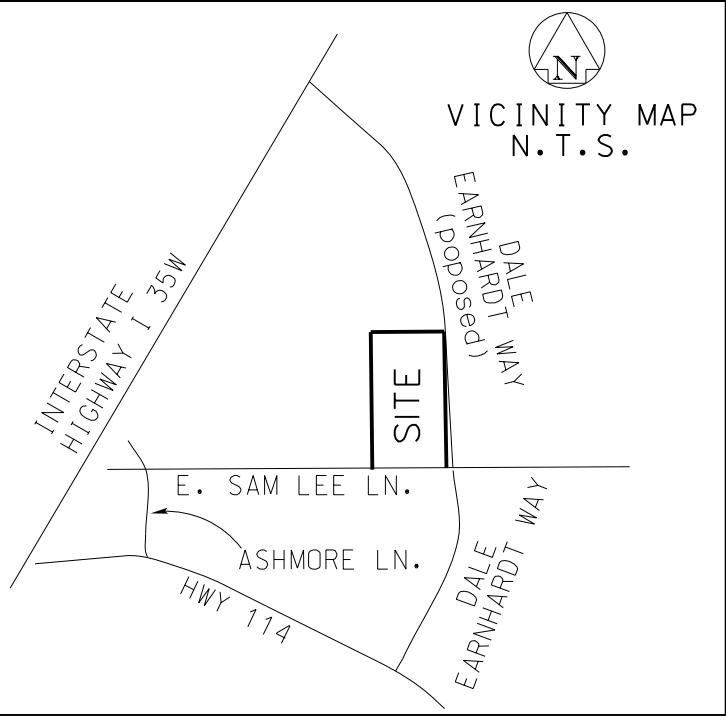
Engineer/Surveyor: Peloton Land Solutions, Inc.

Background: Alliance Northport is the Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses. Alliance Northport Building 5 is to be built on this Lot 8, Block A. The site plan for the project is on this same Council meeting agenda. The final plat and site plan for the Alliance Northport Building 4 site are also on this agenda. Buildings 4 and 5 will be the third and fourth buildings to be developed following the 1.2 million square-foot Alliance Northport Building 3 and the 500,000 sf Alliance Northport Building 1 which are currently under construction west of this site.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code. The final plat is comprised of 1 lot and will have access from Sam Lee Lane and the extension of Dale Earnhardt Way which currently under construction. The final plat is consistent with the approved preliminary plat. Civil construction plans for water, sewer, streets and drainage infrastructure to serve the plat have been reviewed and approved by staff.

Staff Findings: Staff finds the final plat meets or exceeds all applicable Town requirements.

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LEGEND
IRS = IRON ROD SET
IRF = IRON ROD FOUND
B.L. = BUILDING LINE

STATE OF TEXAS

COUNTY OF TARRANT
BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY IN AND FOR SAID COUNTY AND STATE OF TEXAS, ON THE DAY PERSONALLY APPEARED TODD A. BRIDGES, KNOWN TO ME TO BE THE SAME PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF THIS _____ DAY OF _____, 2018

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

SURVEYORS CERTIFICATION

KNOWN ALL MEN BY THESE PRESENTS

THAT I, xxxx xx xxxxxx, A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION ON THE GROUND.

REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. xxxx

"Preliminary, this document shall not be recorded for any purpose and shall not be used or viewed or relied upon as a final survey document!" 22 TAC 663.18C
Todd A. Bridges, RPLS 4940
Date: 11/15/2018

Lot 1, Block A
Alliance Northport Addition
Inst. # 2018-290
R.P.R.D.C.T.

Lot 8, Block A

15.042 Acres
AIL INVESTMENT, LP
INST. # 2015-76968
R.P.R.D.C.T.

Point of Beginning

E. Sam Lee Lane

Dale Earnhardt Way

APPROVAL BY THE TOWN COUNCIL ON:

DATE _____
MAYOR, TOWN OF NORTHLAKE _____
TOWN SECRETARY, TOWN OF NORTHLAKE _____

OWNER
AIL INVESTMENT L.P.
9800 HILLWOOD PARKWAY, SUITE 300
FORT WORTH, TEXAS 76177
(817) 224-6000

SURVEYOR
PELOTON LAND SOLUTIONS, INC.
9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177
(817) 562.3350

OWNERS CERTIFICATE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS AIL INVESTMENT, L.P. IS THE SOLE OWNER OF A 15.042 ACRE TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. CO. SURVEY, ABSTRACT NUMBER 189, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THE REMAINDER OF THAT TRACT OF LAND DESCRIBED BY DEED TO AIL INVESTMENT, LP, RECORDED IN INSTRUMENT NUMBER 2015-76968, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE SOUTHEAST CORNER OF LOT 1, BLOCK A, ALLIANCE NORTHPORT ADDITION, AN ADDITION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-290, BEING THE NORTHWEST CORNER OF A 25 FOOT RIGHT-OF-WAY DEDICATION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-54504, BOTH OF SAID REAL PROPERTY RECORDS:

THENCE N 00° 40' 47" W, 1030.88 FEET, WITH THE EAST LINE OF SAID LOT 1, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, FROM WHICH A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" FOUND AT THE NORTHEAST CORNER OF SAID LOT 1, BEARS N 00° 40' 47" W, 1388.46 FEET:

THENCE N 89° 19' 13" E, 614.59 FEET, DEPARTING SAID EAST LINE, OVER AND ACROSS SAID AIL INVESTMENT TRACT, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET, IN THE WEST LINE OF A 80 FOOT RIGHT-OF-WAY DEDICATION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2015-74193, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS:

THENCE S 01° 11' 47" E, 387.38 FEET, WITH SAID WEST LINE, TO A 5/8 INCH IRON WITH PLASTIC CAP STAMPED "PELOTON" SET, AT THE BEGINNING OF A CURVE TO THE LEFT:

THENCE WITH SAID WEST LINE AND SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 71.24 FEET, THROUGH A CENTRAL ANGLE OF 04° 51' 34", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS S 03° 37' 34" E, 71.22 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 06° 03' 22" E, 390.64 FEET, CONTINUING WITH SAID WEST LINE, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PACHECO" FOUND, AT THE BEGINNING OF A CURVE TO THE RIGHT:

THENCE CONTINUING WITH SAID WEST LINE AND SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 90.34 FEET, THROUGH A CENTRAL ANGLE OF 06° 48' 39", HAVING A RADIUS OF 760.00 FEET, THE LONG CHORD WHICH BEARS S 02° 39' 02" E, 90.29 FEET, TO A 1/2 INCH IRON ROD WITH PLASTIC CAP STAMPED "PACHECO" FOUND:

THENCE S 00° 45' 19" W, 80.87 FEET, WITH SAID WEST RIGHT-OF-WAY LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET:

THENCE S 45° 22' 06" W, 28.48 FEET, DEPARTING SAID WEST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELOTON" SET IN THE NORTH LINE OF THE AFOREMENTIONED 25 FOOT RIGHT-OF-WAY DEDICATION TO THE TOWN OF NORTH LAKE:

THENCE S 89° 58' 55" W, 638.97 FEET, WITH SAID NORTH LINE, TO THE POINT OF BEGINNING AND CONTAINING 655,227 SQUARE FEET OR 15.042 ACRES OF LAND MORE OR LESS.

OWNERS DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT AIL INVESTMENT, L.P., DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS ALLIANCE NORTHPORT ADDITION, LOT 8, BLOCK A, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN ON THIS PLAT, EXCEPT THOSE EASEMENTS AND RIGHTS-OF-WAY CREATED OR DEDICATED BY SEPARATE INSTRUMENT AS SHOWN HEREON, FOR THE MUTUAL USE AND ACCOMMODATION OF ALL PUBLIC UTILITIES DESIRING TO USE OR USING SAME, ANY PUBLIC UTILITY SHALL HAVE THE RIGHT TO REMOVE AND KEEP REMOVED ALL OR PART OF ANY BUILDINGS, FENCES, TREES, SHRUBS OR OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THESE EASEMENT STRIPS AND ANY PUBLIC UTILITY SHALL, AT ALL TIMES HAVE THE RIGHT OF INGRESS AND EGRESS TO AND FROM AND UPON THE SAID STRIPS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME PROCURING THE PERMISSION OF ANYONE.

WITNESS MY HAND, THIS THE _____ DAY OF _____, A.D., 2018.

AIL INVESTMENT L.P.
A TEXAS LIMITED PARTNERSHIP

BY: AIL GP, LLC.
A TEXAS LIMITED LIABILITY COMPANY,
ITS GENERAL PARTNER

BY: _____
NAME: L. RUSSELL LAUGHLIN
TITLE: EXECUTIVE VICE PRESIDENT

STATE OF TEXAS
COUNTY OF TARRANT

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 2018
BY L. RUSSELL LAUGHLIN, EXECUTIVE VICE PRESIDENT OF AIL GP, LLC, A TEXAS LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS GENERAL PARTNER OF AIL INVESTMENT, L.P., A TEXAS LIMITED PARTNERSHIP, ON BEHALF OF SAID LIMITED PARTNERSHIP.

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES: _____

FINAL PLAT OF Alliance Northport Addition Lot 8, Block A

BEING 15.042 ACRES SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY,
ABSTRACT NUMBER 189, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

1 LOT
CURRENT ZONING: "I" (INDUSTRIAL)

ACF# 60352

Revisions:

HWA18038

Job #:

Drawn By:

Checked By:

Date:

FINAL PLAT OF
Alliance Northport Addition
Lot 8, Block A

BEING 15.042 ACRES IN THE B.B.B. & C.R.R. COMPANY SURVEY,
ABSTRACT NUMBER 189, THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

PELOTON
LAND SOLUTIONS

SHEET

OF SHEETS

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Site Plan for Alliance Northport Building 5 (SP-18-005)

Purpose: Consider approval of a Site Plan for Alliance Northport Building 5, a proposed 225,930 square-foot industrial building on 15.042 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, to be platted as Lot 8, Block A, Alliance Northport Addition, generally located on the northwest corner of Dale Earnhardt Way (extension under construction) and Sam Lee Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer. RGA Architects is the architect. Case # SP-18-005

Owner/Applicant: AIL Investment LP

Engineer: Peloton Land Solutions, Inc.

Architect: RGA Architects

Existing Condition of the Property: Alliance Northport is the Hillwood development planned for approximately 255 acres on the east side of IH 35W extending from Sam Lee Lane on the south to the U.S. Army Corps of Engineers property north of Dale Earnhardt Way. AIL Investment LP is a Hillwood entity that purchased the property and plans to develop it with a mix of industrial, office and retail uses. The subject property of this plat is currently vacant, and the previous agenda item proposes to final plat the property as Lot 8, Block A, Alliance Northport Addition. The final plat and site plan for the Alliance Northport Building 4 site are also on this agenda. Buildings 4 and 5 will be the third and fourth buildings to be developed following the 1.2 million square-foot Alliance Northport Building 3 and the 500,000 sf Alliance Northport Building 1 which are currently under construction west of this site.

Staff Analysis:

Access: Four driveway access points to the site will be provided, two on Sam Lee and two on Dale Earnhardt Way. The two access points on each street frontage are designed to separate passenger vehicle and truck traffic on the site. Fire lanes are provided around most of the building to meet fire access requirements.

Parking: Building 5 is proposed to be 225,930 square feet and used as a warehouse/distribution center. The parking standards in Article 10 of the UDC were recently updated to require that a minimum of "1 space for each 5,000

square feet of total floor area” be provided. 46 parking spaces are necessary to meet the standard for the proposed building. The site plan provides 133 parking spaces, approximately 1 space per 1,700 square feet. This does not include the 35 trailer parking spaces that are also provided.

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

The location of walls to screen the truck courts are identified on the site plan. No other fencing is proposed on the site plan. Any additional fencing shall meet the requirements of the UDC at time of permitting. No outdoor lighting or sign locations or details were provided with the site plan package. Any outdoor lighting or signs must meet the requirements of the UDC at time of permitting.

Landscaping:

Detailed landscape plans have been provided showing landscaping meeting and exceeding the requirements of the UDC.

Building Elevations:

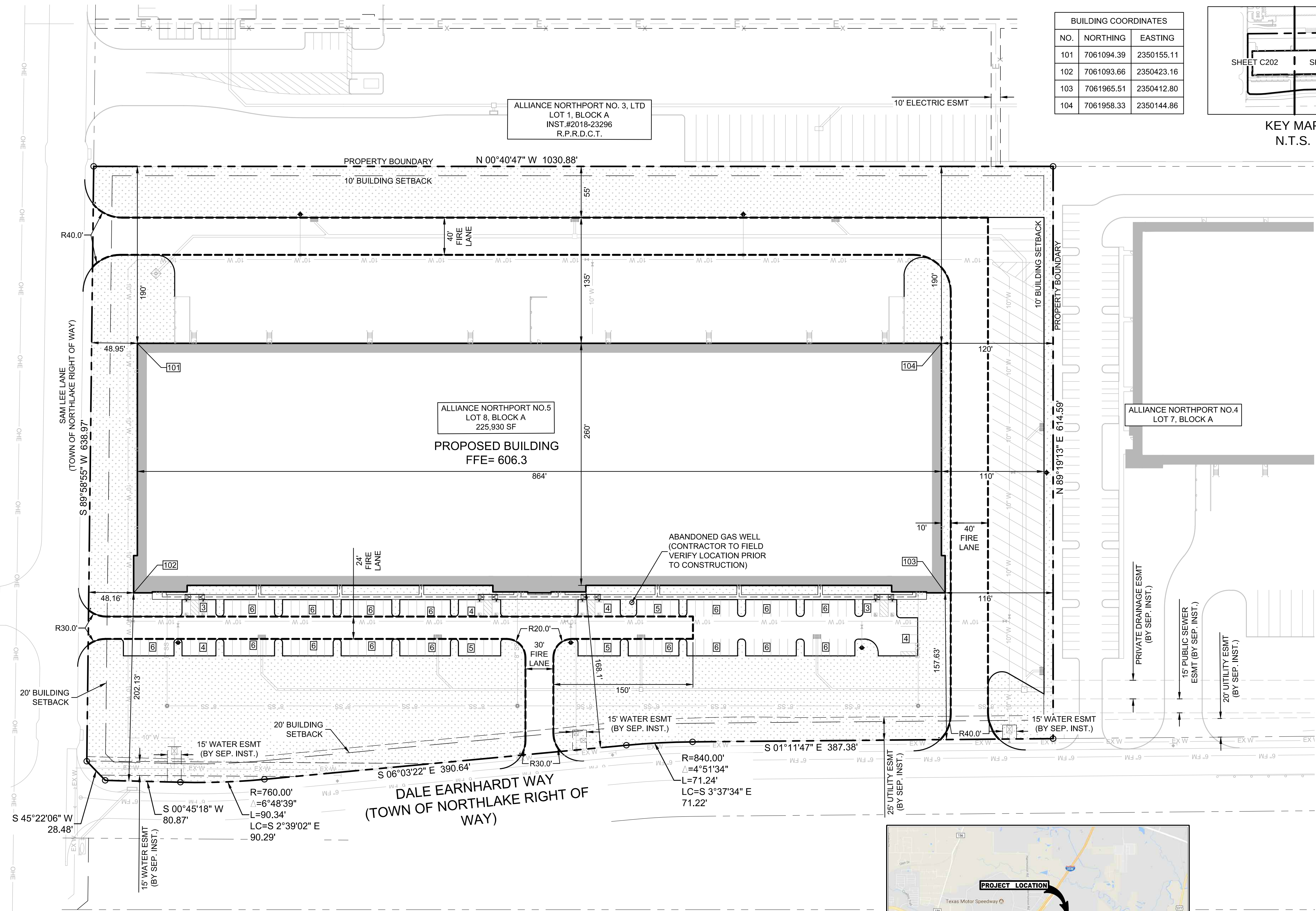
Architectural elevations are provided showing all four sides of the proposed building. The building elevations appear to comply with the exterior building materials and design requirements of the UDC.

Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

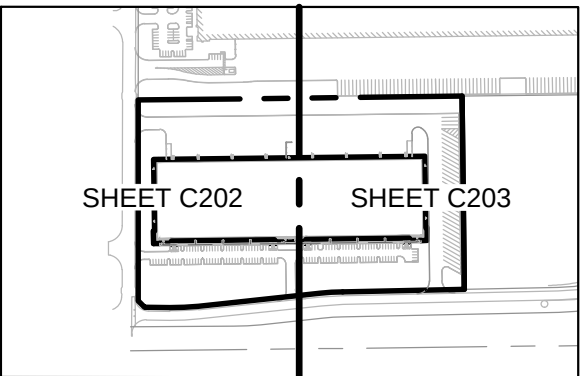
1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian or vehicular traffic which will be hazardous or conflict with the existing traffic patterns in the area.
4. The site plan incorporates features to minimize adverse effects on adjacent properties.
5. Adequate capacity of public or private facilities for water, sewer, electricity and transportation to and through the development are provided to the site.
6. The site plan meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood.
7. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town.

Staff Findings: Staff has reviewed the site plan package and finds it meets the criteria above and meets or exceeds all applicable requirements of the Unified Development Code (UDC).

Drawing: C:\DWG\ALLIANCE\Northport_Siteplan.dwg
Last Saved by: T. B. B. 11/16/2018 11:39 AM
PLOT DATE/TIME: 11/16/2018 11:39 AM



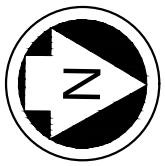
BUILDING COORDINATES		
NO.	NORTHING	EASTING
101	7061094.39	2350155.11
102	7061093.66	2350423.16
103	7061965.51	2350412.80
104	7061958.33	2350144.86



NOTE: THE CONTRACTOR SHALL CONTACT THE FOLLOWING AT LEAST 48 HOURS PRIOR TO EXCAVATING IN THIS AREA:

TEXAS 811	1-800-344-8377
ATMOS GAS	972-881-4161
COSERV	940-321-7800
TOWN OF NORTHLAKE	940-648-3290
TOWN OF NORTHLAKE WATER DEPT.	940-242-5707

CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITIES VERTICALLY AND HORIZONTALLY PRIOR TO CONSTRUCTION.



0 60' 120'
SCALE: 1" = 60'

LEGEND

- | | |
|--|----------------------|
| | PROP. FIRE HYDRANT |
| | PROP. RETAINING WALL |
| | PROP. FIRE LANE |
| | PROP. SIGN |
| | PROP. SIDEWALK |
| | PROP. LANDSCAPE AREA |
| | RE: LANDSCAPE |
| | ACCESSIBLE ROUTE |
| | 100 YEAR FLOODPLAIN |

- NOTES:
- ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR CENTER OF PROPERTY LINE UNLESS OTHERWISE NOTED.
 - ALL CURB RADII ARE TO FACE OF CURB AND ARE 4' UNLESS OTHERWISE NOTED.
 - REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING LAYOUT AND DESIGN.
 - REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
 - ALL MECHANICAL EQUIPMENT, DUMPSTERS, ROOFTOP UNITS, ETC SHALL BE SCREENED IN COMPLIANCE WITH THE TOWN ORDINANCES.
 - ALL STRIPING SHALL BE PAINTED 4" WIDE WHITE TRAFFIC PAINT, TWO (2) COATS, UNLESS OTHERWISE NOTED.
 - ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
 - CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION.
 - ALL COORDINATES ARE NAD83 SURFACE, TEXAS NORTH CENTRAL ZONE.
 - REFER TO CONSTRUCTION DETAILS (C204) FOR STANDARD PARKING STALL DIMENSIONS.
 - ALL PORTIONS OF THE ACCESSIBLE ROUTE SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM LONGITUDINAL SLOPE OF 5% (EXCLUDING RAMPS WHERE INDICATED).
 - SLOPED WALKS SHALL HAVE A MAXIMUM CROSS SLOPE OF 2% AND A MAXIMUM LONGITUDINAL SLOPE OF 5%.
 - CONTRACTOR TO FORM SIDEWALKS AND CONFIRM SLOPES PRIOR TO PAVING. CONTRACTOR SHALL CONTACT ENGINEER IF CONFLICTS EXIST.

BENCHMARKS

BM #1 - "X" CUT ON SOUTHEAST CORNER OF SOUTH RIGHT-OF-WAY OF SAM LEE LANE, ±695' WEST OF CENTER OF DALE EARNHARDT WAY.
ELEVATION = 610.83'
N: 7060951.89
E: 2349946.01

BM #2 - "X" CUT ON CURB ON SOUTHEAST CORNER OF DALE EARNHARDT WAY AND SAM LEE LANE, ±73' SOUTHWEST OF FIRE HYDRANT, ±42' SOUTHEAST OF STORM MANHOLE AND ±82' SOUTHEAST OF SANITARY SEWER MANHOLE.
ELEVATION = 603.87'
N: 7060963.15
E: 2350704.63

Kyle A. Kattner



11/16/18

PELOTON LAND SOLUTIONS
TEXAS FIRM NO. 12207

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY KYLE A. KATTNER, P.E. # 118741. ALTERATION OF A SEALED DOCUMENT WITHOUT PROPER NOTIFICATION TO THE RESPONSIBLE ENGINEER IS AN OFFENSE UNDER THE TEXAS ENGINEERING PRACTICE ACT.

NO.	DATE	REVISION

ALLIANCE NORTHPORT BUILDING 5

OVERALL SITE PLAN

NORTHLAKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 200, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DRAWN: DES	DATE	PROJECT #	SHEET
DESIGNED: DES	NOVEMBER 2018	HWA18038	C201
REVIEWER: KAK			

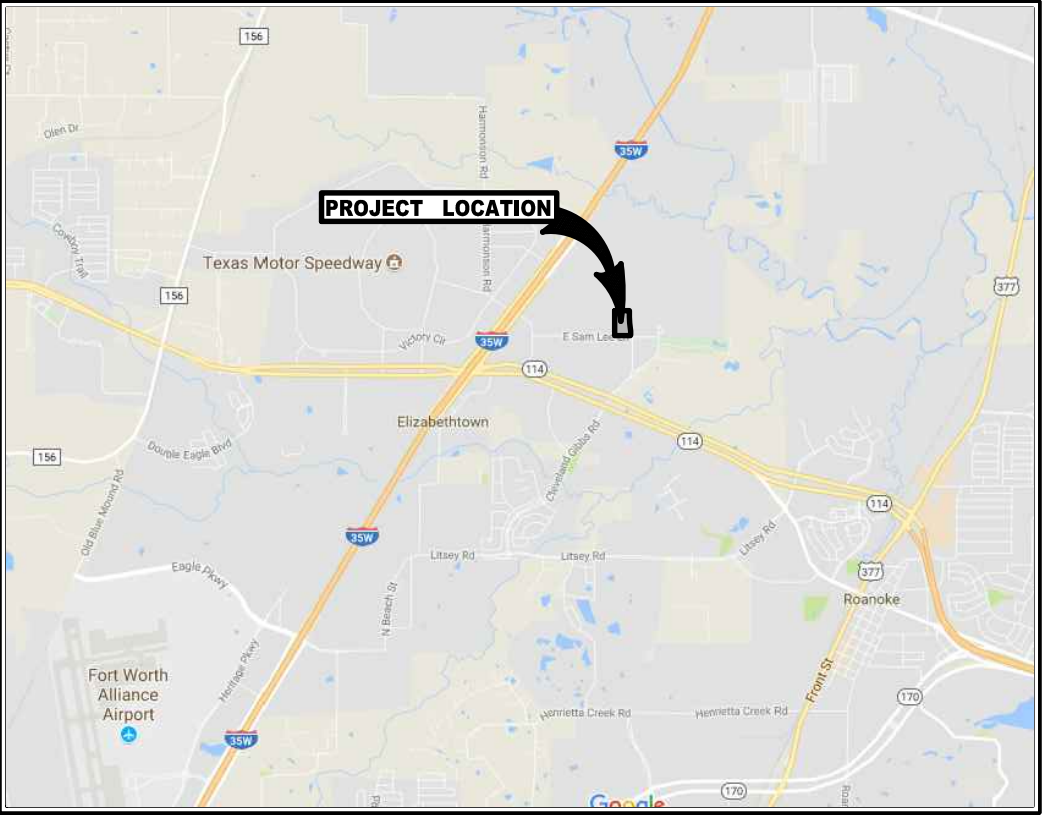
SITE DATA SUMMARY TABLE	
ZONING	I
PROPOSED USE	INDUSTRIAL
BUILDING AREA (GROSS SF)	225,930
TOTAL SITE AREA (ACRES)	15.042
AREA OF IMPERVIOUS SURFACE (ACRES)	10.24
PROP TRAILER SPACES	35
TOTAL PASSENGER SPACES	133
PROP REGULAR PASSENGER SPACES	125
PROP ADA SPACES TOTAL	8
VAN ACCESSIBLE	3

OWNER / DEVELOPER: HILLWOOD ALLIANCE SERVICES, LLC

9800 HILLWOOD PARKWAY
SUITE 300
FORT WORTH, TEXAS 76177
PHONE: (817) 224-6000
FAX: (817) 244-6060

ENGINEER/SURVEYOR: PELOTON LAND SOLUTIONS

9800 HILLWOOD PKWY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207



VICINITY MAP

SCALE : N.T.S.



FOR TOWN OF
NORTHLAKE USE ONLY

ALLIANCE NORTHPORT BUILDING 5, LOT 8, BLOCK A, CIVIL CONSTRUCTION PLANS

LANDSCAPE NOTES

- Contractor shall verify all existing and proposed site elements and notify Architect of any discrepancies. Survey data of existing conditions was supplied by others.
- Contractor shall locate all existing underground utilities and notify Architect of any conflicts. Contractor shall exercise caution when working in the vicinity of underground utilities.
- Contractor is responsible for obtaining all required landscape and irrigation permits.
- Contractor to provide a minimum 2% slope away from all structures.
- All planting beds and lawn areas to be separated by steel edging. No steel to be installed adjacent to sidewalks or curbs.
- All landscape areas to be 100% irrigated with an underground automatic irrigation system and shall include rain and freeze sensors.
- All lawn areas to be Solid Sod Bermudagrass, unless otherwise noted on the drawings.

MAINTENANCE NOTES

- The Owner, tenant and their agent, if any, shall be jointly and severally responsible for the maintenance of all landscape.
- All landscape shall be maintained in a neat and orderly manner at all times. This shall include mowing, edging, pruning, fertilizing, watering, weeding and other such activities common to landscape maintenance.
- All landscape areas shall be kept free of trash, litter, weeds and other such material or plants not part of this plan.
- All plant material shall be maintained in a healthy and growing condition as is appropriate for the season of the year.
- All plant material which dies shall be replaced with plant material of equal or better value.
- Contractor shall provide separate bid proposal for one year's maintenance to begin after final acceptance.

SOLID SOD NOTES

- Fine grade areas to achieve final contours indicated. Leave areas to receive topsoil 3" below final desired grade in planting areas and 1" below final grade in turf areas.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Contractor to coordinate with on-site Construction Manager for availability of existing topsoil.
- Plant sod by hand to cover indicated area completely. Insure edges of sod are touching. Top dress joints by hand with topsoil to fill voids.
- Roll grass areas to achieve a smooth, even surface, free from unnatural undulations.
- Water sod thoroughly as sod operation progresses.
- Contractor shall maintain all lawn areas until final acceptance. This shall include, but not limited to: mowing, watering, weeding, cultivating, cleaning and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply if necessary.
- If installation occurs between September 1 and March 1, all sod areas to be over-seeded with Winter Ryegrass, at a rate of (4) pounds per one thousand (1000) square feet.

PLANT LIST: BUILDING FOUR

TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
74	CE	Cedar Elm	Ulmus crassifolia	8' ht.	B&B, full to base
16	CM	Crepe Myrtle	Lagerstroemia indica 'Tuscarora'	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
8	CP	Chinese Pistache	Juniperus virginiana	8' ht.	B&B or container grown, 8' ht., 3-5 trunk, no cross canes, matching
95	ERC	Eastern Red Cedar	Pistacia chinensis	8' ht.	B&B or container grown, 8' ht., 6' spread min, full to base
25	LE	Lacebark Elm	Ulmus parvifolia sempervirens	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
67	LO	Live Oak 'Cathedral'	Quercus virginiana 'Cathedral'	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
16	CMST	Crepe Myrtle 'Muskogee'	Lagerstroemia indica 'Muskogee'	8' ht.	container grown, single trunk, matching
18	RB	Redbud	Cercis canadensis	2" cal.	B&B, single trunk, 8' ht. min.

SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
35	CHL	Cherry Laurel	Prunus caroliniana	6' ht.	container, full plant specimen
78	DA	Dwarf Abelia 'Super gold'	Abelia sp. 'Super Gold'	5 gal.	container, full plant specimen
44	LOR	Loropetalum 'Purple Diamond'	Loropetalum sp. 'Purple Diamond'	5 gal.	container, full plant specimen
172	MFG	Mexican Feathergrass	Nassella tenuissima	3 gal.	container, full plant specimen
110	SWG	Switchgrass 'Heavy Metal'	Panicum sp. 'Heavy Metal'	5 gal.	container, full plant specimen

GROUNDCOVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
1060	BKSG	Berkely Sedge	Carex divisa	4" pois	container, full top of container, 12" o.c.
1200	WC	Purple Wintercreeper	Euonymus fortunei coloratus	4" pois	container, (3) 12" runners min., 12" o.c.
		'419' Bermudagrass	Cynodon dactylon '419'	roll sod	solid sod, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

GENERAL LAWN NOTES

- Fine grade areas to achieve final contours indicated on civil plans.
- Adjust contours to achieve positive drainage away from buildings. Provide uniform rounding at top and bottom of slopes and other breaks in grade. Correct irregularities and areas where water may stand.
- All lawn areas to receive solid sod shall be left in a maximum of 1" below final finish grade. Contractor to coordinate operations with on-site Construction Manager.
- Imported topsoil shall be natural, friable soil from the region, known as bottom and soil, free from lumps, clay, toxic substances, roots, debris, vegetation, stones, containing no salt and black to brown in color.
- All lawn areas to be fine graded, irrigation trenches completely settled, and finish grade approved by the Owner's Construction Manager or Architect prior to installation.
- All rocks 3/4" diameter and larger, dirt clods, sticks, concrete spoils, etc. shall be removed prior to placing topsoil and any lawn installation
- Contractor shall provide (1") one inch of imported topsoil on all areas to receive lawn.

HYDROMULCH NOTES

- All lawn areas to be Hydromulch Bermudagrass, unless noted otherwise on drawings.
- Contractor shall scarify, rip, loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.
- Bermudagrass seed shall be extra hulled and treated lawn type and shall be delivered to the site in its original unopened container, and shall meet Texas State Law requirements.
- Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container. 'Conweb' or equal.
- Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be 'Tero-Tack one', as manufactured by Growers, Inc., or equal.
- Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square foot.
- Use a 4"x8" batter board against all beds areas.
- If installation occurs between September 1 and April 1, all hydromulch areas to be Winter Ryegrass, at a rate of four (4) pounds per one thousand (1000) square feet. Contractor shall be required to re-hydromulch with Bermudagrass the following growing season.
- In the event rye grass is necessary due to time of year installation, it shall be the responsibility of the contractor to scalp existing grass, bag clippings, and scarify soil to a depth of 1" prior to permanent lawn grass installation.
- All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
- Contractor shall maintain all lawn areas until final acceptance. This shall include but not be limited to: mowing, watering, weeding, cultivating, cleaning, and replacing dead or bare areas to keep plants in a vigorous, healthy condition.
- Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

HIGHWAY MIX LAWN NOTES

- Installation of native grasses to be performed by hydro-seeding.
- Provide a hydromulch cap per Hydromulch Notes.
- Final grades to be smooth and level free of debris, rocks over 1" and shall have no cuts or depressions.
- Install the following mix at the specified rate:
 - Sideoats Gramma 5 lbs / acre
 - Blue Gramma Grass 5 lbs / acre
 - Buffalo Grass 40 lbs / acre
 - Green Sprangletop 5 lbs / acre
 - Lovegrass 6 lbs / acre

PLANT LIST: BUILDING FIVE

TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
17	CE	Cedar Elm	Ulmus crassifolia	8' ht.	B&B, full to base
16	CM	Crepe Myrtle	Lagerstroemia indica 'Tuscarora'	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
10	CP	Chinese Pistache	Juniperus virginiana	8' ht.	B&B or container grown, 8' ht., 3-5 trunk, no cross canes, matching
34	ERC	Eastern Red Cedar	Pistacia chinensis	8' ht.	B&B or container grown, 8' ht., 6' spread min, full to base
21	LE	Lacebark Elm	Ulmus parvifolia sempervirens	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
54	LO	Live Oak 'Cathedral'	Quercus virginiana 'Cathedral'	3" cal.	B&B or container grown, 12' ht., 5' spread min, 5' clear trunk
26	CMST	Crepe Myrtle 'Muskogee'	Lagerstroemia indica 'Muskogee'	8' ht.	container grown, single trunk, matching
30	RB	Redbud	Cercis canadensis	2" cal.	B&B, single trunk, 8' ht. min.

SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
114	DA	Dwarf Abelia 'Super gold'	Abelia sp. 'Super Gold'	5 gal.	container, full plant specimen
88	LOR	Loropetalum 'Purple Diamond'	Loropetalum sp. 'Purple Diamond'	5 gal.	container, full plant specimen
298	MFG	Mexican Feathergrass	Nassella tenuissima	3 gal.	container, full plant specimen
22	SWG	Switchgrass 'Heavy Metal'	Panicum sp. 'Heavy Metal'	5 gal.	container, full plant specimen
292	HMG	Dwarf Hamlen Grass	Pennisetum sp. 'Dwarf Hamlen'	3 gal.	container, full plant specimen
292	NPH	Needlepoint Holly	Ilex cornuta 'Needlepoint'	5 gal.	container, full plant specimen
81	NRS	Nellie R. Stevens Holly	Ilex sp. 'Nellie R. Stevens'	7 gal.	container, full plant specimen
24	RY	Red Yucca 'Brakeleights'	Hesperaloe parvifolia 'Brakeleights'	5 gal.	container, full plant specimen

GROUNDCOVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
1830	BKSG	Berkely Sedge	Carex divisa	4" pois	container, full top of container, 12" o.c.
2622	WC	Purple Wintercreeper	Euonymus fortunei coloratus	4" pois	container, (3) 12" runners min., 12" o.c.
		'419' Bermudagrass	Cynodon dactylon '419'	roll sod	solid sod, refer to notes

NOTE: Plant list is an aid to bidders only. Contractor shall verify all quantities on plan. All heights and spreads are minimums. All plant material shall meet or exceed remarks as indicated. All trees to have straight trunks and be matching within varieties.

LANDSCAPE TABULATIONS: BUILDING FOUR

STREET FRONTAGE:
Requirement: 30' Landscape Buffer adjacent to public R.O.W.
One (1) shade tree, 2.5" cal., is required per every 50 l.f. of street frontage.

Dale Earnhardt Way: 1,418.75 l.f.
Required (29) trees, 2.5" cal.
Provided (55) trees, 3" cal.

PARKING LOT: (110 spaces / 35,691.28 s.f.)
Requirement: One (1) shade tree, 2.5" cal., is required per every (20) parking spaces.
Min. 5% open space.

Required (6) trees, 2.5" cal.
1,784.56 s.f. (5%)
Provided (22) trees, 3" cal.
2,231 s.f. (6.3%)

FOUNDATION PLANTING:
Requirement: 5' wide strip along min. 50% of high visibility building facade.

PROVIDED

LANDSCAPE TABULATIONS: BUILDING FIVE

STREET FRONTAGE:
Requirement: 30' Landscape Buffer adjacent to public R.O.W.
One (1) shade tree, 2.5" cal., is required per every 50 l.f. of street frontage.

Dale Earnhardt Way: 1,040 l.f.
Required (21) trees, 2.5" cal.
Provided (40) trees, 3" cal.

Sam Lee Lane: 659 l.f.
Required (14) trees, 2.5" cal.
Provided (26) trees, 3" cal.

PARKING LOT: (273 spaces / 100,604 s.f.)
Requirement: One (1) shade tree, 2.5" cal., is required per every (20) parking spaces.
Min. 5% open space.

Required (7) trees, 2.5" cal.
2,099.74 s.f. (5%)
Provided (23) trees, 3" cal.
2,981 s.f. (6.9%)

FOUNDATION PLANTING:
Requirement: 5' wide strip along min. 50% of high visibility building facade.

PROVIDED



ALLIANCE NORTHPORT

Building Five
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES



RGA PROJECT NUMBER: 18020

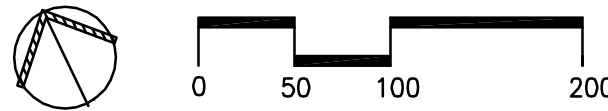
DATE: 10.15.2018

REVISIONS:

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01 LANDSCAPE SITE PLAN
SCALE: 1" = 100'-0"



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Tel 214.871.0283
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SHEET:

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ALLIANCE NORTHPORT

Building Five
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES



RGA PROJECT NUMBER: 18020

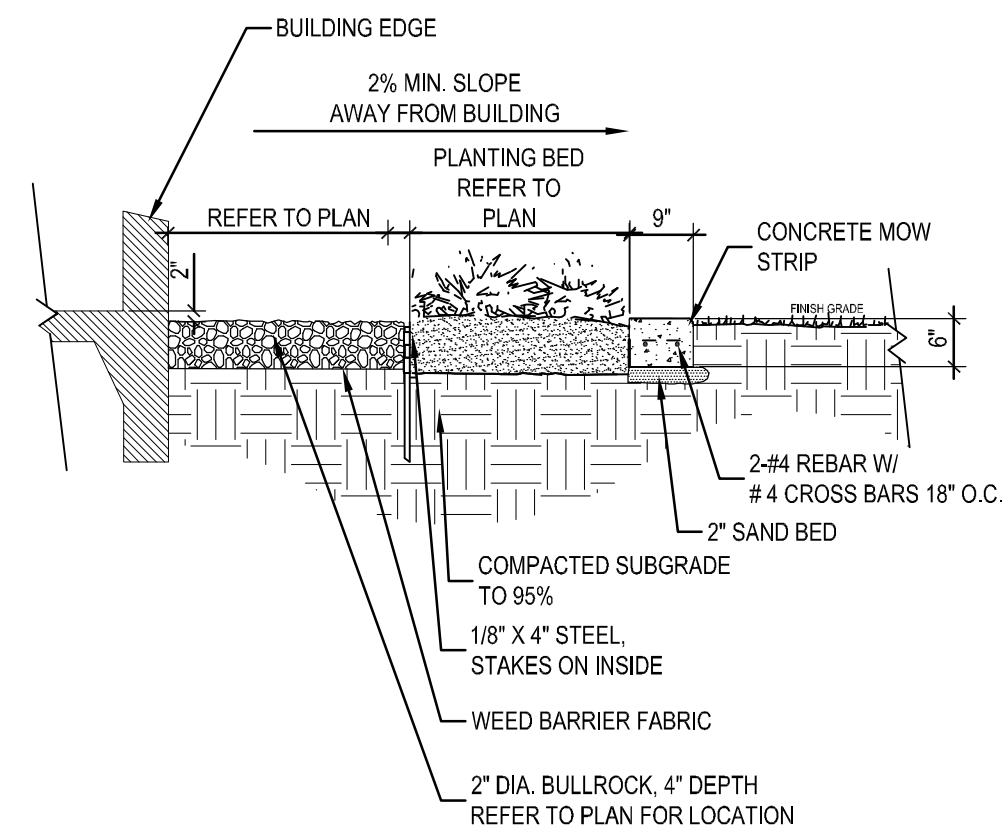
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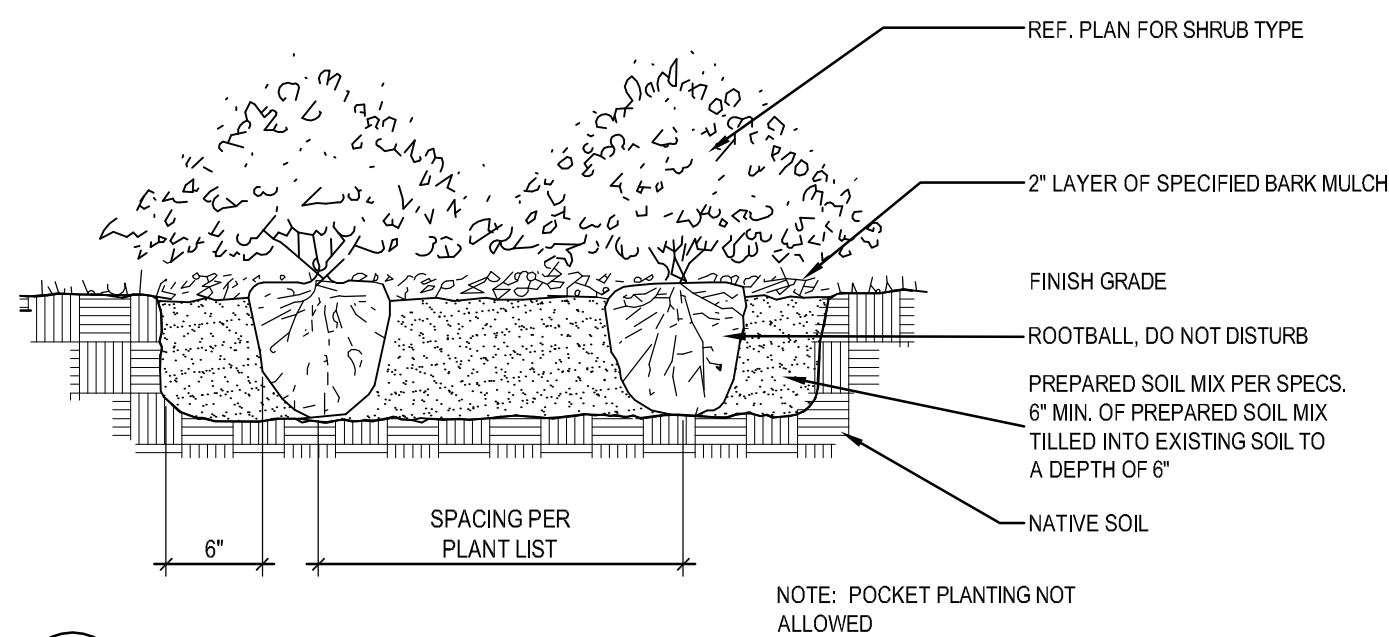
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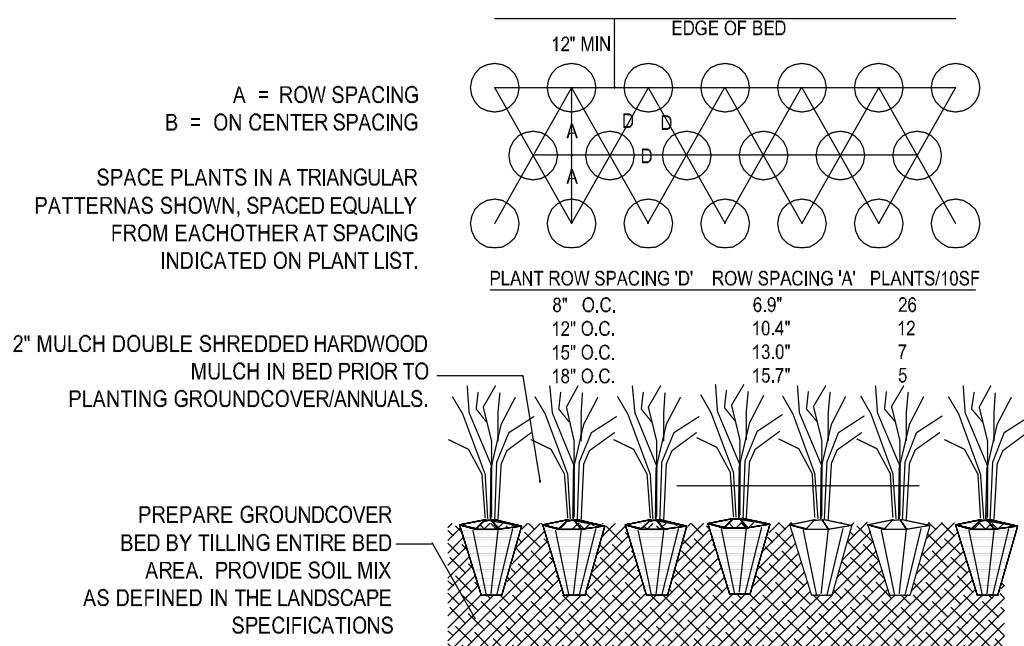
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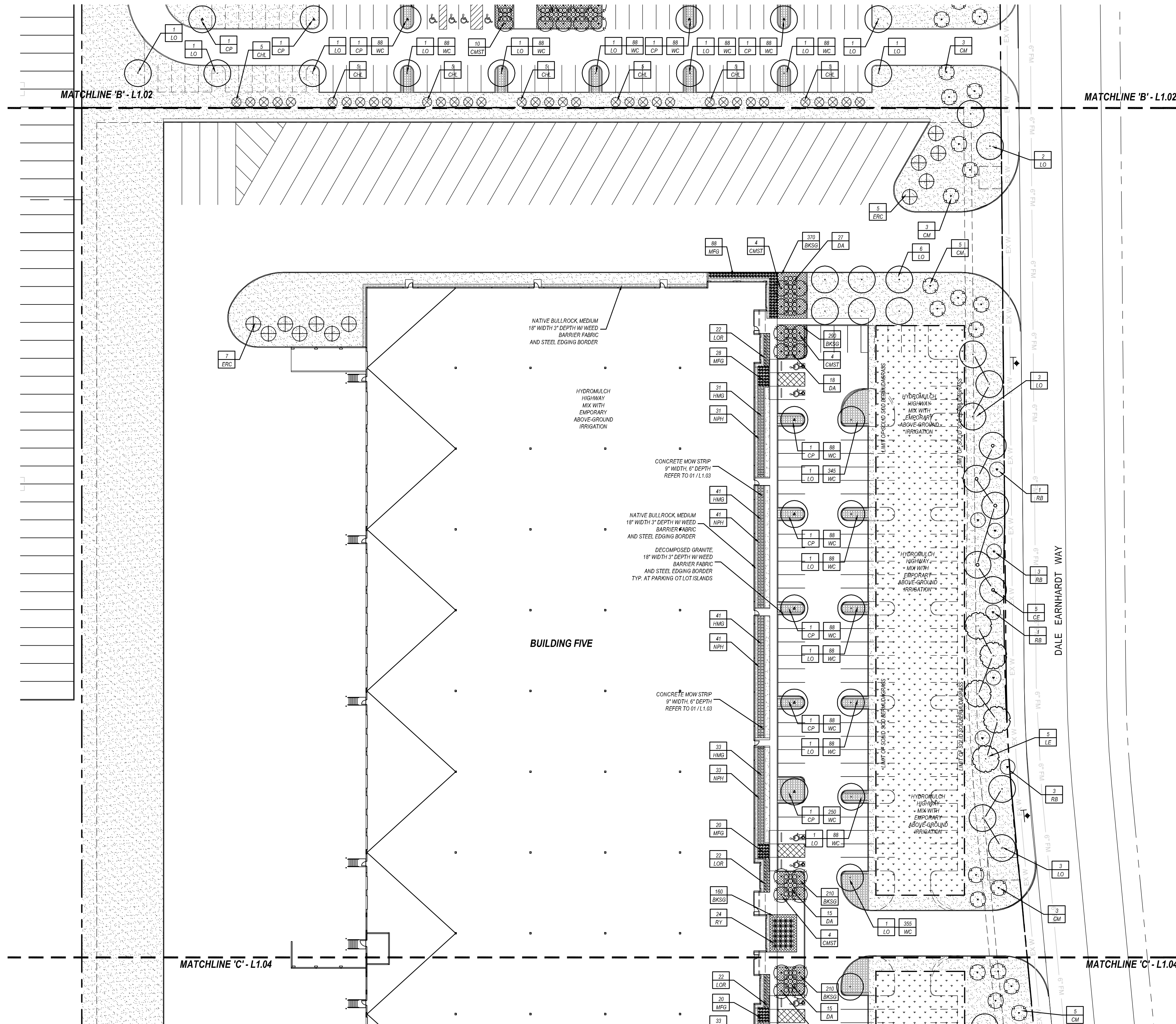
01 ROCK BAND AND CONCREPE MOW STRIP
NOT TO SCALE



02 SHRUB PLANTING DETAIL
NOT TO SCALE



03 GROUNDCOVER PLANTING DETAIL
NOT TO SCALE



PLANT LEGEND: BUILDING FIVE

QUANTITY	PLANT TYPE
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TREES

TYPE	COMMON NAME
CE	Cedar Elm
CM	Crepe Myrtle
CP	Chinese Pistache
ERC	Eastern Red Cedar
LE	Lacinated Elm
LO	Live Oak 'Cathedral'
CMST	Crepe Myrtle 'Muskogee'
RB	Redbud

SHRUBS

TYPE	COMMON NAME
DA	Dwarf Abelia 'Super gold'
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
SWG	Switchgrass 'Heavy Metal'
HMG	Dwarf Hamlen Grass
NPH	Needlepoint Holly
NRS	Nellie R. Stevens Holly
RY	Red Yucca 'Brakelights'

GROUNDCOVERS

TYPE	COMMON NAME
BKSG	Barkely Sedge
WC	Purple Wintercreeper



01 LANDSCAPE PLAN
SCALE: 1" = 40'-0"

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SECTION 02900 - LANDSCAPE

PART 1 - GENERAL

1.1 REFERENCED DOCUMENTS

Refer to bidding requirements, special provisions, and schedules for additional requirements.

1.2 DESCRIPTION OF WORK

Work included: Furnish all supervision, labor, materials, services, equipment and appliances required to complete the work covered in conjunction with the landscaping covered in these specifications and landscaping plans, including:

- Planting (trees, shrubs, and grass)
- Bed preparation and fertilization
- Notification of sources
- Water and Maintenance until final acceptance
- Guarantee

1.3 REFERENCE STANDARDS

- American Standard for Nursery Stock published by American Association of Nurserymen: 27 October 1980, Edition; by American National Standards Institute, Inc. (Z60.1) - plant material
- American Joint Committee on Horticultural Nomenclature: 1942 Edition of Standardized Plant Names
- Texas Association of Nurserymen, Grades and Standards.
- Horris Third, 1976 - Cornell University

1.4 NOTIFICATION OF SOURCES AND SUBMITTALS

- The Contractor shall, within ten (10) days following acceptance of bid, notify the Architect/Owner of the sources of plant materials and bed preparation required for the project.
- Samples: Provide representative quantities of sandy loam soil, mulch, bed mix material, gravel, and crushed stone. Samples shall be approved by Architect before use on project.
- Product Data: Submit complete product data and specifications on all other specified materials.
- Submit three representative samples of each variety of ornamental trees, shrubs, and groundcover plants for Architect's approval. When approved, tag, install, and maintain as representative samples for final installed plant materials.
- File Certificates of Inspection of plant material by state, county, and federal authorities with Architect, if required.
- Soil Analysis: Provide sandy loam soil analysis if requested by the Architect.

JOB CONDITIONS

- General Contractor to complete the following punch list: Prior to Landscape Contractor installing any portion of landscape installation. General Contractor shall leave planting bed areas three (3) inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All lawn areas to receive solid sod shall be left one (1) inch below the finish grade of sidewalks, drives, and curbs. All construction debris shall be removed prior to Landscape Contractor beginning any work.
- General Contractor shall provide topsoil as described in Section 02200 - Earthwork.
- Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner cannot be held responsible for theft or damage.

1.6 MAINTENANCE AND GUARANTEE

A. Maintenance:

- The Landscape Contractor will be held responsible for the maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, groundcover or grass will be accepted unless they show a healthy growth and satisfactory foliage conditions.
- Maintenance shall include watering of trees and plants, cultivation, weeding, spraying, edging, pruning of trees, mowing of grass, cleaning up and all other work necessary of maintenance.
- A written notice requesting final inspection and acceptance should be submitted to the Owner at least seven (7) days prior to completion. An on-site inspection by Owner and Landscape Contractor will be completed prior to written acceptance.
- After final acceptance of installation, the Landscape Contractor will not be required to do any of the above listed work.

B. Guarantee:

- Trees shall be guaranteed for a twelve (12) month period after acceptance. Shrubs and groundcover shall be guaranteed for twelve (12) months. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be considered subject to replacement. In such cases, the option of the Owner shall be final.
- Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including ruts in lawn or bed areas, incurred as a result of making replacements shall be immediately repaired.
- At the direction of the Owner, plants may be replaced at the start of the next year's planting season. In such cases, dead plants shall be removed from the premises immediately.
- When plant replacements are made, plants, soil mix, fertilizer and mulch are to be utilized as originally specified and respected for full compliance with Contractor requirements. All replacements are to be included under "Work" of this section.

- The Owner agrees that for the guarantee to be effective, he will water plants at least twice a week during dry periods and cultivate beds once a month after final acceptance.
- The above guarantee shall not apply where plants die after acceptance because of injury from storms, hail, freeze, insects, diseases, injury by humans, machines or theft.
- Acceptance for all landscape work shall be given after final inspection by the Owner provided the job is in a completed, undamaged condition, and there is a stand of grass in all lawn areas. At this time, the Owner will assume maintenance on the accepted work.
- Repairs: Any necessary repairs under the Guarantee must be made within ten (10) days after receiving notice, weather permitting, and in the event the Landscape Contractor does not make repairs accordingly, the Owner, without further notice to Contractor, may provide materials and men to make such repairs at the expense of the Landscape Contractor.

1.7 QUALITY ASSURANCE

- General: Comply with applicable Federal, State, County and Local regulations governing landscape materials and work
- Personnel: Employ only experienced personnel who are familiar with the required work. Provide full time supervision by a qualified foreman acceptable to Landscape Architect.
- Selection of Plant Material:

- Make contact with suppliers immediately upon obtaining notice of contract acceptance to select and book materials. Develop a program of maintenance (pruning and fertilization) which will insure the purchased materials will meet and/or exceed project specifications.
- Landscape Architect will provide a key identifying each tree location on site. Written verification will be required to document material selection, source and delivery schedules to site.
- Owner and/or Architect shall inspect all plant materials when reasonable at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
- Owner and/or Architect retains the right to further inspect all plant material upon arrival at the site and during installation for size and condition of root balls, limbs, branching habit, insects, injuries, and leaf defects.
- Owner and/or Architect may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately. Plants damaged in transit or at job site shall be replaced.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Preparation:

- Balled and Burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
- Container Grown Plants: Deliver plants in rigid container to hold ball shape and protect root mass.

A. Delivery:

- Deliver packaged materials in sealed containers showing weight, analysis and name of manufacturer. Protect materials from deterioration during delivery and while stored at site.
- Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
- Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
- Protect plants during delivery to prevent damage to root balls or desiccation of leaves. Keep plants moist at all times. Cover all materials during transport.
- Notify Architect of delivery schedule 72 hours in advance so plant material may be observed upon arrival at job site.
- Remove rejected plant material immediately from site.
- To avoid damage or stress, do not lift, move, adjust to plumb, or otherwise manipulate plants by trunk or stems.

PART 2 - PRODUCTS

2.1 PLANTS

- General: Well-formed No. 1 grade or better nursery grown stock. Listed plant heights are from tops of root balls to nominal tops of plants. Plant spread refers to nominal outer width of the plant, not to the outer leaf tips. Plants will be individually approved by the Architect and his decision as to their acceptability shall be final.
- Quantities: The drawings and specifications are complementary. Anything called for on one and not the other is as binding as if shown and called for on both. The plant schedule is an aid to bidders only. Confirm all quantities on plan.
- Quality and size: Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched, and well rooted. The plants shall be free from injurious insects, diseases, injuries to the bark or roots, broken branches.
- Approval: All plant materials shall be subject to the approval of the Owner. All plants which are found unsuitable in growth, or in any unhealthy, badly shaped, or undersized condition, will be rejected by the Landscape Architect, either before or after planting, and shall be removed at the expense of the Landscape Contractor and replaced with acceptable plants as specified.
- Trees shall be healthy, full-branched, well-shaped and shall meet the trunk diameter and height requirements of the plant schedule. Balls shall be firm, neat, slightly tapered, and well wrapped in burlap. Any loose in the ball or with broken ball at time of planting will be rejected. Balls shall be ten (10) inches in diameter for each one (1") inch of trunk diameter. Measured six (6) inches above ball.
- Nomenclature conforms to the customary nursery usage: for clarification, the term "multi-trunk" defines a plant having three (3) or more trunks of nearly equal diameter.
- Pruning: All pruning of trees and shrubs, as directed by the Landscape Architect, shall be executed by the Landscape Contractor at no additional cost to the Owner.

2.2 SOIL PREPARATION MATERIALS

A. Sandy Loam:

- Frangible, fertile, dark, loamy soil, free of clay lumps, subsoil, stones, and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dalbergias or Nigellas shall be rejected.
- Physical properties as follows:
 - Clay - between 7-27 percent
 - Silt - between 15-25 percent
 - Sand - less than 52 percent
- Organic matter shall be 3%-10% of total dry weight.
- If requested, provide a certified soil analysis conducted by an approved soil testing laboratory verifying that sandy loam meets the above requirements.

B. Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of course and fine textured material.

C. Premixed Bedding Soil as supplied by Vital Earth Resources, Gladewater, Texas: Professional Bedding Soil as supplied by Living Earth Technology, Dallas, Texas or Acid Gro Municipal Mix as supplied by Soil Building Systems, Dallas, Texas or approved equal.

D. Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.

E. Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.

F. Organic Fertilizer: Fertilaid, Sustane, or Green Sense or equal as recommended for required applications. Fertilizer shall be delivered to the site in original unopened containers, each bearing the manufacturer's guaranteed statement of analysis.

A. Commercial Fertilizer: 10-20-10 or similar analysis. Nitrogen source to be a minimum 50% slow release organic Nitrogen (SCU or UF) with a minimum 8% sulphur and 4% iron, plus micronutrients.

B. Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

A. Steel Edging: Shall be Ryerson "Estate Curbing", 18" x 4" with stakes 4' on center.

B. Staking Material for Shade Trees:

- Post: Studded T-Post, #1 Armo-co with anchor plate, 6'-0" length; paint green.
- Wire: 12 gauge, single strand, galvanized wire.
- Rubber hose: 2 ply, fiber reinforced hose, minimum 1/2 inch inside diameter. Color: Black.

A. Grave: Washed native pea gravel, graded 1 in. to 1 1/2 in.

B. Fiber Fabric: Mfral 140N by Calanese Fibers Marketing Company, available at Loftland Co., (214) 633-5250 or approved equal.

A. Steel Edging: Shall be Ryerson "Estate Curbing", 18" x 4" with stakes 4' on center.

B. Staking Material for Shade Trees:

- Post: Studded T-Post, #1 Armo-co with anchor plate, 6'-0" length; paint green.
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B. Fiber Fabric: Mfral 140N by Calanese Fibers Marketing Company, available at Loftland Co., (214) 633-5250 or approved equal.

PART 3 - EXECUTION

3.1 BED PREPARATION & FERTILIZATION

- Landscape Contractor to inspect all existing conditions and report any deficiencies to the Owner.
- All planting areas shall be conditioned as follows:
 - Prepare new planting beds by scraping away existing grass and weeds as necessary. Till existing soil to a depth of six (6) inches prior to placing compost and fertilizer. Apply fertilizer as per manufacturer's recommendations. Add six (6) inches of compost and till into a depth of six (6) inches of the topsoil. Apply organic fertilizer such as Sustane or Green Sense at the rate of twenty (20) pounds per one thousand (1,000) square feet.
 - All planting areas shall receive a two (2) inch layer of specified mulch.
 - Backfill for tree pits shall be as follows: Use existing top soil on site (use imported topsoil as needed) free from large clumps, rocks, debris, caliche, subsoils, etc., placed in nine (9) inch layers and watered in thoroughly.
- Grass Areas:
 - Areas to be Solid Sod Bermudagrass: Blocks of sod should be laid joint to joint, (staggered joints) after fertilizing the ground first. Roll grass areas to achieve a smooth, even surface. The joints between the blocks of sod should be filled with topsoil where they are evenly gaped open, then watered thoroughly.
 - Areas to be Hydromulch Common Bermudagrass: Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1,000) square feet. Use a 4' x 8' roller board against the seed areas.

3.2 INSTALLATION

- Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall be as follows:
 - Plant materials shall be delivered to the site only after the beds are prepared and area ready for planting. All shipments of nursery materials shall be thoroughly protected from the drying winds during transit. All plants which cannot be planted at once, after delivery to the site, shall be well protected against the possibility of drying by wind and sun. Balls of earth of B & B plants shall be kept covered with soil or other acceptable material. All plants remain the property of the Contractor until final acceptance.
 - Position the trees and shrubs in their intended location as per plan.
 - Notify the Landscape Architect for inspection and approval of all positioning of plant materials.
 - Excavate pits with vertical sides and horizontal bottom. Tree pits shall be large enough to permit handling and planting without injury to balls of earth or roots and shall be of such depth that, when planted and settled, the crown of the plant shall bear the same relationship to the finish grade as it did to soil surface in original place of growth.

- Shrub and tree pits shall be no less than two (2) feet, twenty-four (24) inches, wider than the lateral dimension of earth ball and six (6) inches deeper than its vertical dimension. Remove and haul from site all rocks and stones over one (1) inch in diameter. Plants should be thoroughly moist before removing containers.
- Dig a wide, rough sided hole exactly the same depth as the height of the ball, especially at the surface of the ground. The sides of the hole should be rough and jagged, never slick or glazed.
- Percolation Test: Fill the hole with water. If the water level does not percolate within 24 hours, the tree needs to move to another location or have drainage added. Install a PVC stand pipe per tree planting detail as approved by the Landscape Architect.
- Backfill only with 5 parts existing soil or sandy loam and 1 part bed preparation. When the hole is dug in solid rock, topsoil from the same area should not be used. Carefully settle by watering to prevent air pockets. Remove the burlap from the top 1/2 of the ball, as well as all nylon, plastic string and wire mesh. Container trees will usually be pot bound, if so follow standard nursery practice of "root scoring".
- Do not wrap trees.
- Do not over prune.
- Mulch the top of the ball. Do not plant grass all the way to the trunk of the tree. Leave the area above the top of the ball and mulch with at least two (2) inches of specified mulch.
- All plant beds and trees to be mulched with a minimum settled thickness of two (2) inches over the entire bed or pit.
- Obstruction below ground: In the event that rock, or underground construction work or obstructions are encountered in any plant pit excavation work to be done under this section, alternate locations may be selected by the Owner. Where locations cannot be changed, the obstructions shall be removed to a depth of not less than three (3) feet below grade and no less than six (6) inches below the bottom of ball when plant is properly set at the required grade. The work of this section shall include the removal from the site of such rock or underground obstructions encountered at the cost of the Landscape Contractor.
- Trees and large shrubs shall be staked as site conditions require. Position stakes to secure tree against seasonal prevailing winds.
- Pruning and Mulching: Pruning shall be directed by the Architect and shall be pruned in accordance with standard horticultural practice following Fine Pruning, Class I pruning standards provided by National Arborist Association.
 - Dead wood or suckers and broken badly bruised branches shall be removed. General tipping of the branched is not permitted. Do not cut terminal branches.
 - Pruning shall be done with clean, sharp tools.
 - Immediately after planting operations are completed, all tree pits shall be covered with a layer of organic material two (2) inches in depth. This limit of the organic material.
- Steel Curbing Installation:
 - Curbing shall be aligned as indicated on plans. Stake out limits of steel curbing and obtain Owner's approval prior to installation.
 - All steel curbing shall be free of links and abrupt bends.
 - Top of curbing shall be 3/4" maximum height above grade.
 - Stakes are to be installed on the planting bed side of the curbing, as opposed to the grass side.
 - Do not install steel edging along sidewalks.
 - Cut steel edging at 45 degree angle where edging meets sidewalk.

3.3 CLEANUP AND ACCEPTANCE

- Cleanup: During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be so organized that they, too, are neat and orderly. All trash and debris shall be removed from the site as work progresses. Keep paved areas clean by sweeping or hosing at end of each days work.

END OF SECTION

PLANT LEGEND: BUILDING FIVE

QUANTITY	PLANT TYPE
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TREES

TYPE	COMMON NAME
CE	Cedar Elm
CM	Crape Myrtle
CP	Chinese Pistache
ERC	Eastern Red Cedar
LE	Live Oak 'Calhoun'
LO	Crape Myrtle 'Muskogee'
CMST	Redbud

SHRUBS

TYPE	COMMON NAME
DA	Dwarf Abelia 'Super gold'
LOR	Loropetalum 'Purple Diamond'
MFG	Mexican Feathergrass
SWG	Switchgrass 'Heavy Metal'
HMG	Dwarf Hamlen Grass
NPH	Needlepoint Holly
NRS	Nellie R. Stevens Holly
RY	Red Yucca 'Brakelights'

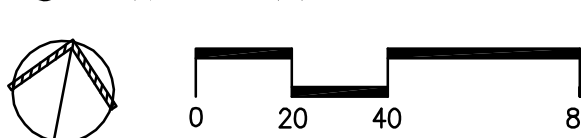
GROUNDCOVERS

TYPE	COMMON NAME
BKSG	Berkely Sedge
WC	Purple Wintercreeper



01 LANDSCAPE PLAN

SCALE: 1" = 40'-0"



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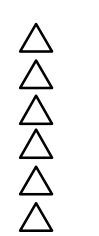
ALLIANCE NORTHPORT

Building Five
Northlake, TXHILLWOOD
INVESTMENT PROPERTIES

RGA PROJECT NUMBER: 18020

DATE: 10.15.2018

REVISIONS:



SHEET:

L1.02

Alliance★Texas



ALLIANCE NORTHPORT

Building Five
Northlake, TX

Alliance★Texas

HILLWOOD
A Perot Company

RGA PROJECT NUMBER: 18020

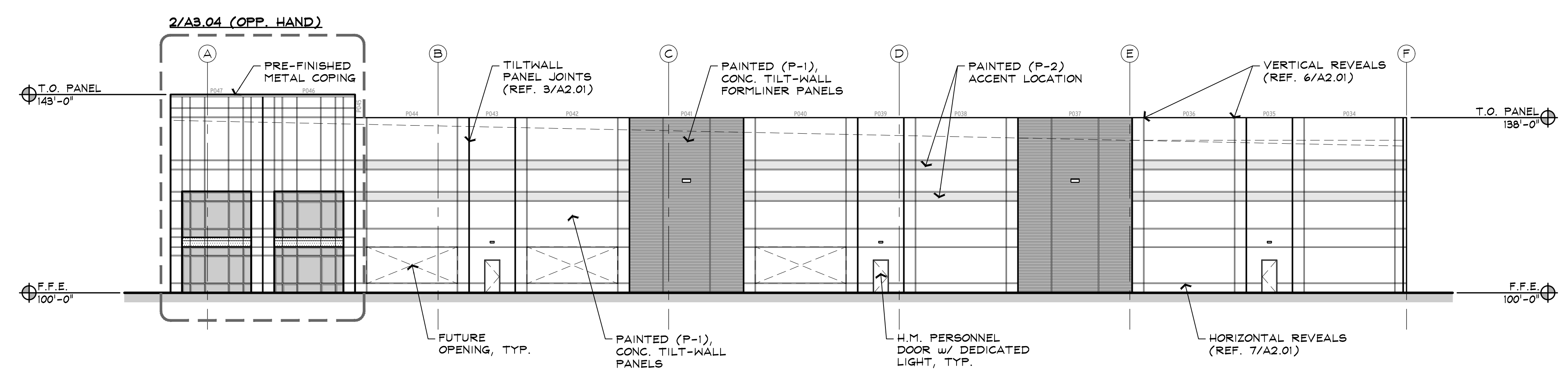
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REVISIONS:

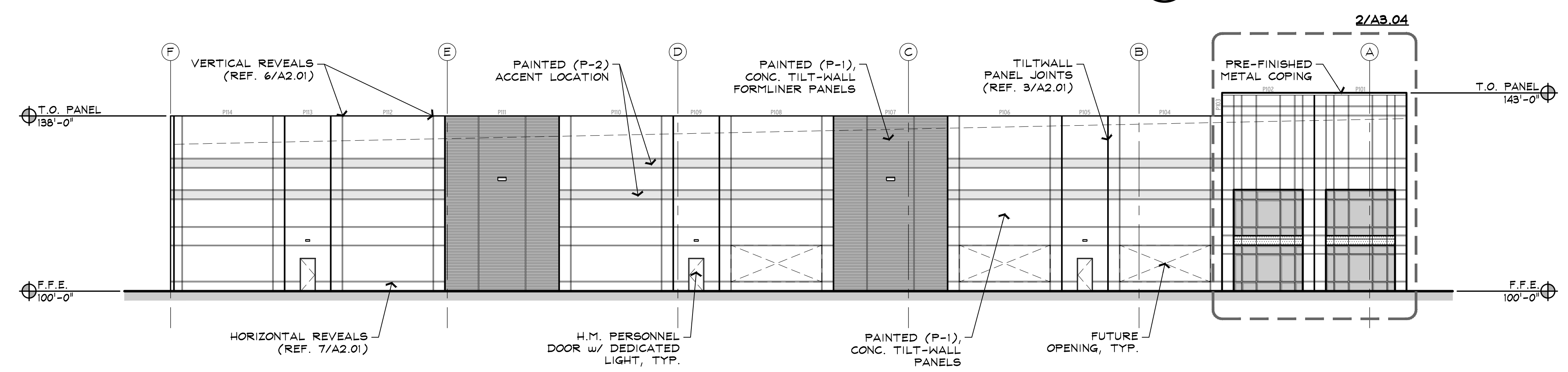
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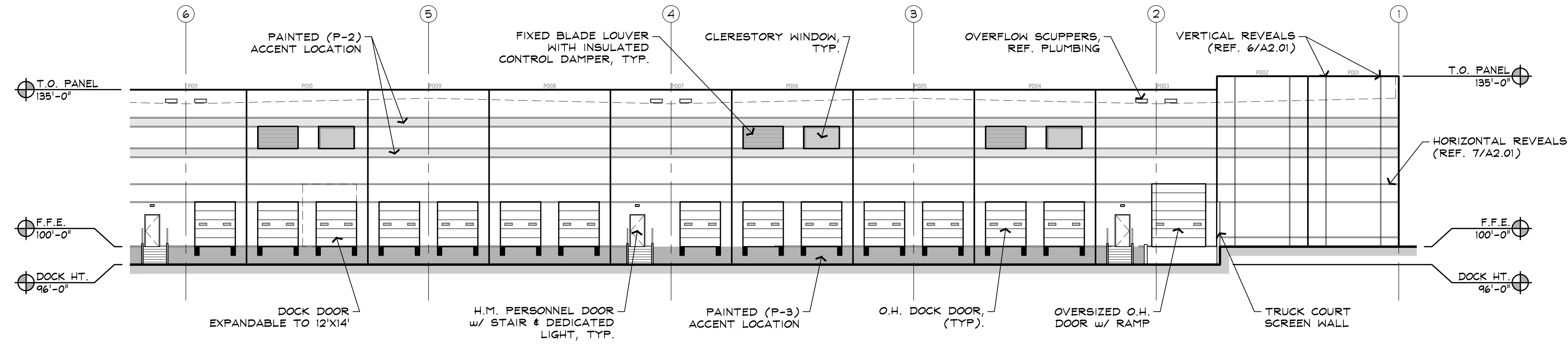
A3.02



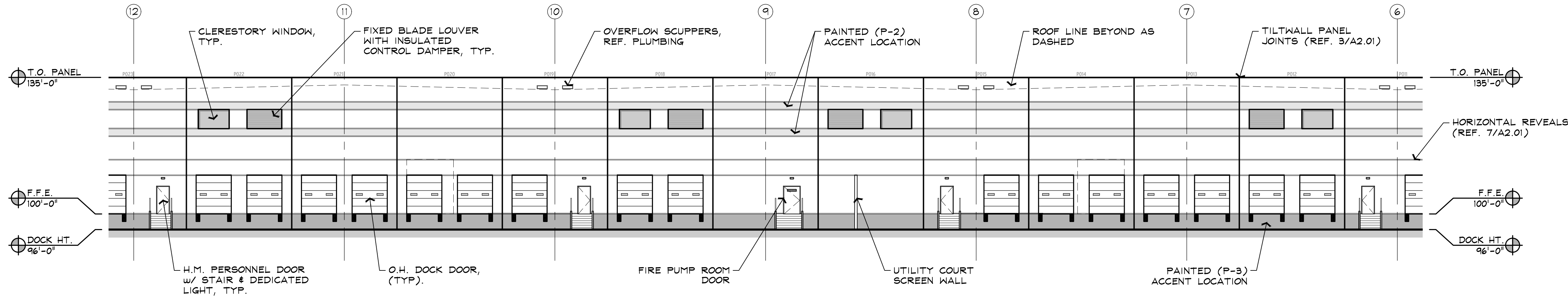
2 NORTH ELEVATION
Scale: 1/16" = 1'-0"



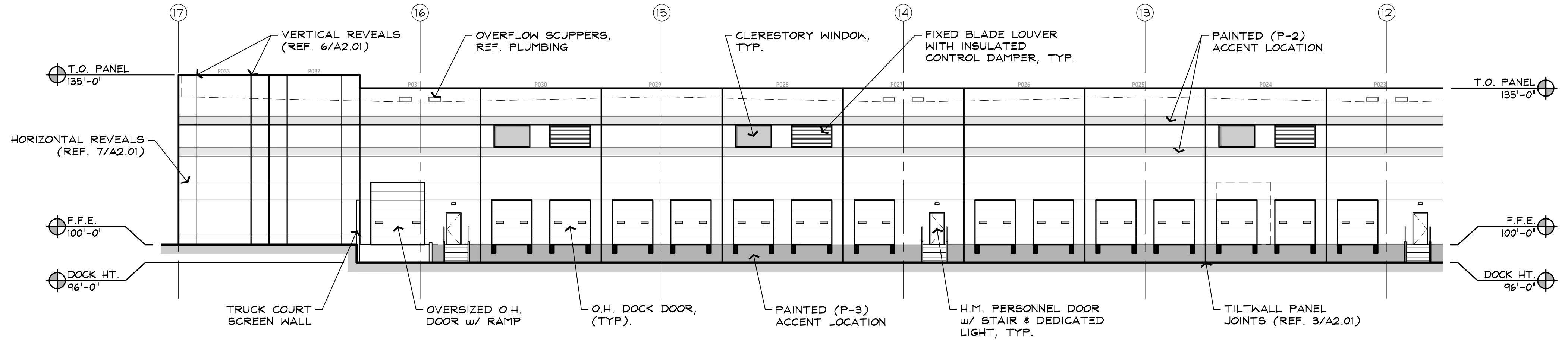
1 SOUTH ELEVATION
Scale: 1/16" = 1'-0"



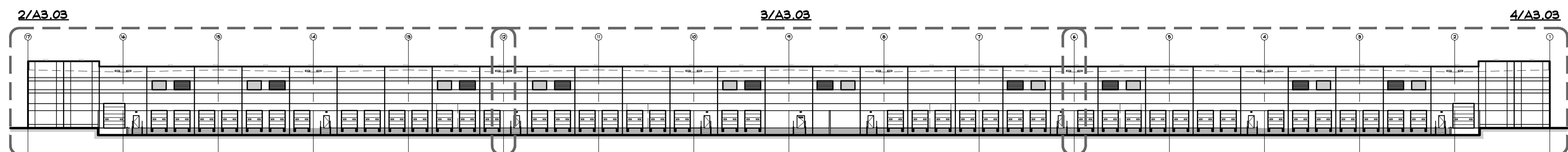
4 PARTIAL WEST ELEVATION
Scale: 1/16" = 1'-0"



3 PARTIAL WEST ELEVATION
Scale: 1/16" = 1'-0"



2 PARTIAL WEST ELEVATION
Scale: 1/16" = 1'-0"



1 WEST ELEVATION - KEY
Scale: 1" = 40'-0"

ALLIANCE NORTHPORT
Building Five
Northlake, TX

Alliance Texas

HILLWOOD
A Perot Company

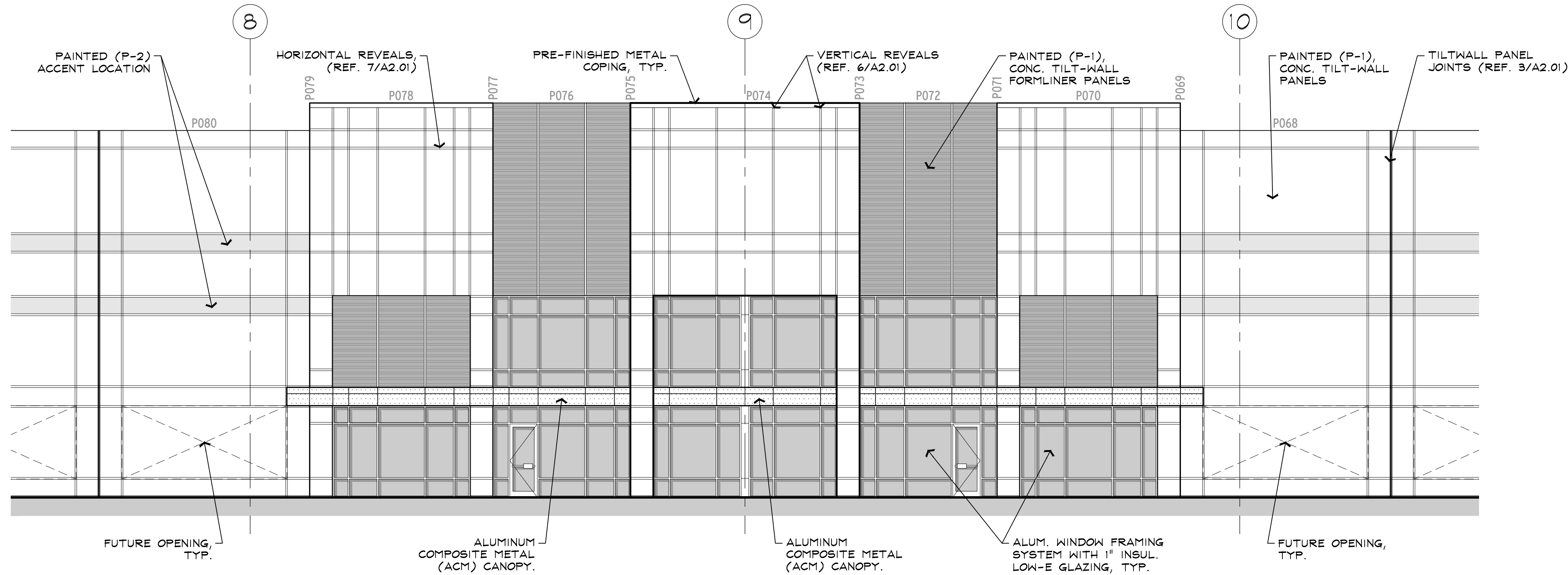
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DATE: 10.15.2018

REVISIONS:
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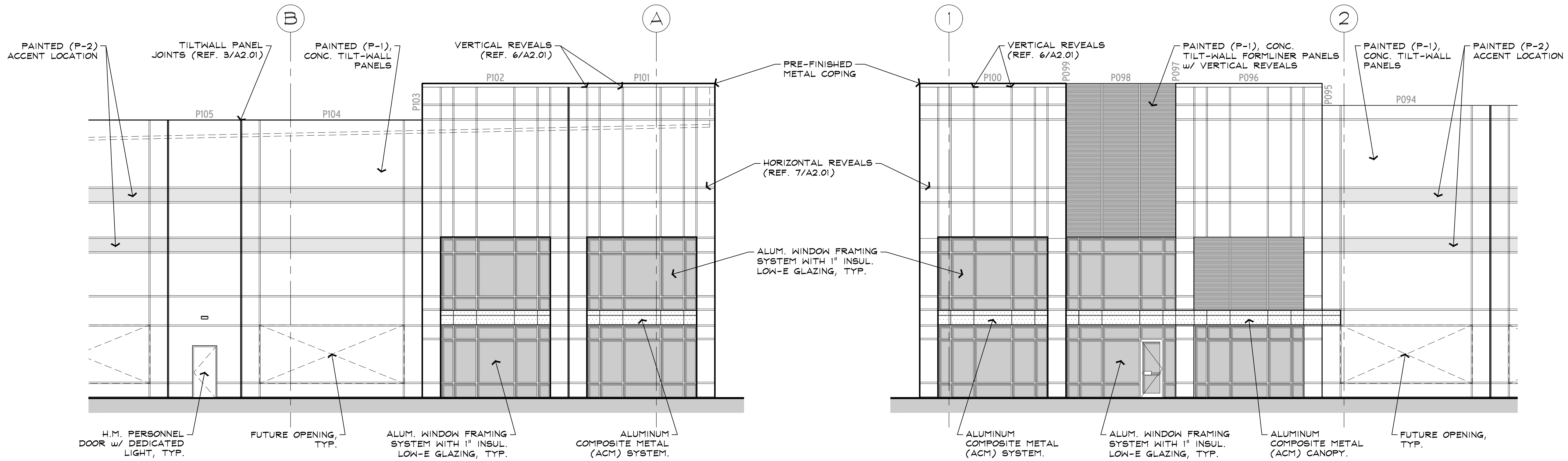
SHEET: **A3.03**

PAINT KEY

MAT'L	DESCRIPTION
P-1	EXTERIOR CONCRETE (PRIMARY COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - "HILLWOOD WHITE"
P-2	EXTERIOR CONCRETE (LIGHT ACCENT COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - SW7072 ONLINE
P-3	EXTERIOR CONCRETE (DARK ACCENT COLOR - TILTWALL PANELS) MCSWEENEY PAINTING - SW7074 SOFTWARE
P-4	EXTERIOR METAL DOORS & FRAMES MCSWEENEY PAINTING - SW7072 (SEMI-GLOSS)
P-5	INTERIOR STRUCTURAL COLUMNS (SAFETY YELLOW - SEMI-GLOSS TO 12'-0" A.F.F.)
REFER TO SPECIFICATIONS FOR ADDITIONAL INFORMATION. EXTERIOR STAIRS, LANDINGS & RAILS TO BE GALVANIZED.	



3 PARTIAL EAST ELEVATION @ MIDDLE ENTRY
Scale: 1" = 40'-0"



2 PARTIAL SOUTH ELEVATION @ CORNER ENTRY
Scale: 1" = 40'-0"

1 PARTIAL EAST ELEVATION @ CORNER ENTRY
Scale: 1" = 40'-0"

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Shirley Rogers, Town Secretary
Date: December 13, 2018
Re: Design of Cleveland-Gibbs Road from FM 1171 to 11757 Cleveland-Gibbs Road

At the November 8, 2018 Council Meeting, Council approved an Interlocal Cooperative Agreement with Denton County for the design and construction of Cleveland-Gibbs Road from FM 1171 to 11757 Cleveland-Gibbs Road. On December 4, 2018, the Denton County Commissioners Court approved the same agreement. The agreement will reimburse the Town of Northlake up to \$2,946,000 toward the design and construction of Cleveland-Gibbs Road from FM 1171 to approximately 4,500 feet south.

The design estimate for the project is \$396,710 which is part of the overall \$2,946,000 cost. The opinion of probable cost (attached) was given by Ben McGahey with Halff and Associates, the Town's consulting engineer. Halff designed the 20" water line from Town Hall to North Ridge Estates and paving of Cleveland-Gibbs from FM 407 and FM 1171. Ben was the project lead on both projects which were delivered on time and under budget. Town staff recommends Halff and Associates for the design of Cleveland-Gibbs South of FM 1171. See attached contract.

Denton County using remaining 2008 road bond funds will reimburse the Town to pave Cleveland-Gibbs from FM 1171 south approximately 4,500 feet in an s-curve bypassing the Northwest Regional Airport runway and taxiways and connect to Cleveland-Gibbs. The attached map shows the approximate alignment. The property owner in an agreement with the County will dedicate the ROW to the Town and the existing roadway will be abandon to the property owner.

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

STATE OF TEXAS)
COUNTY OF DENTON)

**CHANGE ORDER AND AMENDMENT NO. 7
OF
CONSULTANT’S CONTRACT**

THIS agreement is by and between the **Town of Northlake, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called “Town,” and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional engineering services to the Town.

WHEREAS, the Town and Consultant have entered into an agreement such that the Consultant is to provide the following services: **Cleveland-Gibbs Road Realignment and Widening from 11757 Cleveland-Gibbs Road to FM 1171**

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in Exhibit “A,” which is attached hereto and incorporated herein as if set out in full herein; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Consultant, in addition to the work to be performed in the Contract dated November 9, 2009, shall perform the task(s) described in Exhibit “A,” basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be in accordance with Exhibit “B” and shall reflect the work described in Exhibit “A.”
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of _____, 2018.

TOWN OF NORTHLAKE, TEXAS

By: _____

Printed Name: Drew Corn

Title: Town Administrator

HALFF ASSOCIATES, INC., CONSULTANT

By:  _____

Printed Name: Benjamin L. McGahey, P.E.

Title: Director of Public Works, Fort Worth Office



November 14, 2018
P34841

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

RE: Town of Northlake – Cleveland-Gibbs Road Realignment and Widening from 11757 Cleveland-Gibbs Road to F.M. 1171

Dear Mr. Corn,

Thank you for the opportunity to provide professional engineering services to the Town of Northlake. This submittal is for the preparation of PS&E documents and associated tasks for the realignment and widening of Cleveland-Gibbs Road from 11757 Cleveland-Gibbs Road to F.M. 1171.

A scope of services (Exhibit A) and proposed fee schedule (Exhibit B) have been included with this submittal. The project fee of \$396,710.00 is a Lump Sum fee and will not be exceeded without prior approval of the Town of Northlake. Invoices will be submitted monthly based on percentage of work completed.

Please feel free to contact me if you have comments or questions. We look forward to working with you on this project.

Sincerely,
HALFF ASSOCIATES, INC.
TBPE Firm No.: 312

A handwritten signature in blue ink, appearing to read "B. L. McGahey", is written over a light blue circular stamp.

Benjamin L. McGahey, P.E.
Director of Public Works, Fort Worth Office

Halff Associates, Inc.

Exhibit A – Scope of Services

Cleveland-Gibbs Road Realignment and Widening from 11757 Cleveland-Gibbs Road to F.M. 1171

The purpose of this project is to realign Cleveland-Gibbs Road from 11757 Cleveland-Gibbs Road to F.M. 1171 approximately 4,500 linear feet. Additionally, Cleveland-Gibbs Road will be widened from a 2-lane rural road to a minor 4-lane divided urban arterial street constructed with reinforced concrete pavement. Although the complete street will be designed as a 4-lane divided street, the first phase of construction is for only two lanes. It is assumed the old right-of-way will be released back to the adjacent property owner.

Overall design includes paving and drainage improvements. The roadway design will be in accordance with Town of Northlake and TxDOT standards.

The scope of this project includes design surveys, geotechnical engineering studies, right-of-way and easement parcel preparation, sub-surface utility engineering, PS&E documents and construction administration services.

- I. Data Collection and Field Assessment**
 - A. Perform field assessment of the proposed corridor and prepare a photographic record of major features.
 - B. Obtain deeds, easements, plats and other property records from the Denton County Appraisal District.
- II. Geotechnical Site Investigation** – Retain the services of CMJ Engineering, Inc. to provide sub-surface investigations in the form of boring logs. Borings shall be of sufficient depth and spacing to provide general information needed for the design and construction of the project.
- III. Design Surveys** – Halff Associates will perform all design surveys. All work will be tied to Texas Department of Transportation control (State Plane Coordinates).
 - A. If necessary, obtain written permission to survey from property owners.
 - B. Topographic features will be surveyed along with any and all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed rights-of-way far enough to integrate the design with the adjacent properties.
 - C. Existing and proposed intersecting streets will be surveyed a minimum of 200 feet in each direction.
 - D. Determine the horizontal location of all known and accessible utilities.
 - E. Existing property corners, iron pins, etc. shall be tied in order to establish existing rights-of-way.
- IV. Right-of-Way Determination** – Right-of-way exhibits and legal descriptions for all right-of-way required for construction of the project will be prepared as follows:
 - A. A maximum of twelve (12) individual exhibits/parcels shall be prepared on 8-1/2" x 11" paper and shall include area required, area remaining, parcel number, and owner of record. Individual exhibits shall be stamped, dated, and signed by a Registered Professional Land Surveyor.

Additional parcels, if required, shall be prepared for an additional fee. A summary of the anticipated parcels are listed below:

1. La Estancia Investments, LP: 1 right-of-way, 4 drainage easements, 2 temporary construction easements and 1 right-of-way abandonment for the existing portion of Cleveland-Gibbs Road
 2. Henry Northlake Development, LLC: 1 right-of-way, 1 drainage easement and 1 temporary construction easement
 3. Shane B. and Denise A. Murphy: 1 potential right-of-way
- B. Legal descriptions shall reference volume, page and owner of record and shall be incorporated into the standard Town of Northlake instrument document.
- C. Upon approval of the right-of-way plans by the Town, the Consultant shall then stake and flag the taking for inspection by the appraiser and property owner. The documents, including legal description shall be furnished to the Town in Microsoft Word or PDF format.

V. Replat – Prepare a replat of Northwest Development Phase 3 suitable to the Town of Northlake and Denton County for approval.

- A. Attend Town Council meeting;
- B. Sales tax fees are included in the total compensation; and
- C. Set right-of-way pins;

VI. Subsurface Utility Engineering. The Consultant shall provide subsurface utility engineering services, (SUE) in accordance with ASCE CI/ASCE 38-02 “Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data.” Halff’s services will be performed in a manner consistent with that degree of skill and care ordinarily exercised by members of the same profession currently practicing under similar circumstances. The following particulars will apply.

- A. Records Research (Level D) - Available Records for Town of Northlake will be provided to Halff by the Town of Northlake.
- B. Surveying (Level C) - The designating work (paint marks, pin flags, and all above ground utility appurtenances) and locating work (iron rod with cap or “x-cut”) will be surveyed and tied to the project survey control as part of the Design Scope.
- C. Designating (Level B) - Halff will designate tonable subsurface utilities using geophysical prospecting equipment and mark with paint and/or pin flags along the proposed Cleveland-Gibbs alignment. We anticipate designating gas, electric and communication lines. Designating irrigation lines, asbestos concrete and/or PVC lines, as well as PVC lines without tracer wire or access is not included in this proposal.
- D. Locating (Vacuum Excavation) (Level A) - Up to five (5) test holes will be performed at locations to be determined later by the Town of Northlake and/or Halff’s Design Engineer. Halff will dig a 12” x 12” test hole, record the depth, backfill and compact the hole, and restore the surface to its original condition. An iron rod with cap or “x-cut” will be set to mark the location of the test hole. If additional test holes are required, Halff will perform the work and bill at the unit rate shown in Exhibit B. Additional test holes will not be performed without prior approval. Halff will make a good faith effort to locate all utilities, but shall be compensated for work performed even if the utility is not located.
- E. SUE Deliverables - A hand drawn Test Hole Data Form will be completed for each hole performed indicating depth, size, condition, and material of the utility. Test holes will be surveyed as part of the design survey task.

- F. Traffic Control - Halff will provide routine/ordinary traffic control consisting of cones and free-standing signage for this project. It does not include lane closure(s), flag person(s), arrow board(s) and changeable message board(s).

VII. Roll Schematic Design

- A. Conduct a design concept conference with Town of Northlake.
- B. Through review of Town and county records, develop an ownership map along the proposed route, and identify property lines and owners' names on the schematic layout.
- C. Prepare a schematic plan in accordance with Town of Northlake guidelines and drafting standards for the proposed improvements.
- D. Prepare plan and profile view of the proposed facility using a horizontal scale of 1-inch = 100 feet and a vertical scale of 1-inch = 10 feet.
- E. Meet with Town of Northlake during the course of schematic plan preparation to review critical design issues and discuss alternatives.
- F. Develop preliminary cross sections and estimate earthwork volumes required on the project.
- G. Prepare typical sections of the proposed Cleveland-Gibbs Road.
- H. Prepare a project cost estimate based upon the schematic design.

VIII. Plans, Specifications, and Estimates (PS&E) – Plans, specifications and estimates will be prepared and submitted to the Town at the 60%, 90% and 100% complete stages. Following is a general list of plan sheets required for the construction package.

- A. Title Sheet, Index of Sheets, and General Notes
- B. Prepare Project Layout and Survey Control Sheets
- C. Right-of-way Map
- D. Prepare Removal Plans
- E. Prepare Typical Roadway Sections
- F. Prepare Traffic Control and Sequencing Plans
- G. Prepare Roadway Plan & Profiles
- H. Prepare Grading Plans
- I. Prepare Drainage Area Map and Drainage Computations
- J. Prepare Drainage Plan & Profiles
- K. Prepare Pavement Marking and Signage Plans
- L. Prepare Erosion Control Plans
- M. Prepare Cross Sections
- N. Town of Northlake Standard Details for Construction
- O. TxDOT Standard Details for FM 1171 Access Permit

IX. Storm Water Management Plan

- A. Prepare Conceptual, Preliminary and Final Integrated Storm Water Management Plans (iSWM) in accordance with Town of Northlake requirements.
- B. This task includes a “downstream assessment” in accordance with Town of Northlake requirements.

X. Texas Department of Transportation (TxDOT) Permit to Construct Access Driveway Facilities on Highway Right-of-Way – Submit construction plans and permit to TxDOT for approval to allow improvements in TxDOT right-of-way.

XI. Project and Franchise Utility Coordination

- A. Attend all necessary design meetings with Town of Northlake.
- B. Prepare and distribute meeting minutes.
- C. Provide responses to Town of Northlake staff comments.
- D. Attend all necessary utility coordination meetings.
- E. Provide survey control, CADD drawings, ROW maps, and other information to franchise utility companies to support utility coordination efforts.
- F. Meet with individual franchise utility companies to resolve issues, if necessary.

XII. Bidding, Construction and Closure Services

- A. Bidding – During the bidding phase, the Consultant will prepare bid documents and assist the Town in advertising the project for bids. The consultant will address technical questions and prepare addenda and issue to the bidders. The Consultant shall attend a pre-bid meeting and prepare minutes. The Consultant will tabulate bids and make recommendation for award of contract.
- B. Construction –
 - 1. Attend a pre-construction meeting and monthly progress meetings as required. Document each meeting with written minutes.
 - 2. Visit the project site at appropriate intervals as construction proceeds to observe and report on the progress and quality of the executed work. In performing these services the Consultant will endeavor to protect the Town against defects and deficiencies in the work of the Contractor. However, the Consultant cannot guarantee the performance of the Contractor, nor be responsible for the actual supervision of the construction operations or for the safety measures that the Contractor takes or should take.
 - 3. Review shop drawings and Contractor submittals.
 - 4. Review laboratory test reports on materials and equipment.
 - 5. Review and approve Contractor's monthly applications for payment.
 - 6. Prepare and negotiate Change Orders between the Contractor and the Town.
 - 7. Attend final inspection and prepare a punch list report.
- C. Closure – The Consultant shall prepare "record" plans, incorporating all changes and known variations to provide the Town the best possible set of record drawings. The final record drawings shall be furnished in PDF and CADD format. Additionally, the Town's GIS Web Map will be updated.

XIII. Reimbursable Expenses – All direct non-labor expenses, including services of special consultants (if authorized by Owner in writing), printing and reproduction costs, messenger and overnight delivery charges, travel subsistence for staff when required for the proper execution of the work are charged at invoice cost times a multiplier of 1.10. The total budget for direct costs shall be **\$2,000.00**.

XIV. Schedule

- A. Design Surveys and SUE will be completed within forty-five (45) calendar days of receipt of the written Notice-to-Proceed from the Town.
- B. Schematic Design will be submitted for review within ninety (90) calendar days of receipt of the written Notice-to-Proceed from the Town.

- C. 60% Complete Preliminary Plans will be submitted for review within sixty (60) calendar days of receipt of comments from the Town.
- D. 90% Complete Final Plans will be submitted within sixty (60) calendar days of receipt of comments from the Town.
- E. 100% Complete Final Plans will be submitted within thirty (30) calendar days of receipt of comments from the Town.
- F. Right-of-way documents will be submitted to the Town within forty-five (45) days of approval of the roadway alignment and area of taking.

ITEMS NOT INCLUDED IN CONTRACT

The following services are not included in the scope of work of this proposal and are considered special services and/or reimbursable direct cost items. Halff Associates can provide estimated fees for these services, if requested:

- Design of items not listed in this proposal
- Design of the alteration or relocation of any facilities such as franchise utilities in conflict with the proposed roadway or storm drainage facilities not specifically referred to in this proposal.
- Redesign of any facilities due to a significant change in the scope of work or major change requested by the Town of Northlake following substantial (60%) completion of the design.
- Landscaping and Irrigation Design
- Design of aesthetic enhancements
- Filing fees, pro-rata fees, permit fees, and impact fees
- Jurisdictional Determination, Categorical Exclusion, Environmental Assessment, or Environmental Permits, unless included in the scope of work
- Intensive Archeological Survey or Survey for Historic Resources
- Section 4(f) or 6(f) Evaluation
- Species and Specific Biological Survey
- Wetland or Woodland Mitigation Plan
- Air Quality Analysis
- Noise Analysis
- Indirect and Cumulative Impacts Analysis
- Traffic Studies
- Retaining walls
- Construction Staking
- Construction Management
- Materials testing during construction

Halff Associates, Inc.

Exhibit B – Fee Summary

Proposed Lump Sum Fee for:

Cleveland-Gibbs Road

Data Collection and Field Assessment	\$1,000
Geotechnical Site Investigation	\$9,460
Design Surveys	\$18,500
Right-of-Way Determination (12 parcels @ \$2,500 per each – if required)	\$30,000
Replat (Northwest Development Phase 3 Addition)	\$12,000
Subsurface Utility Engineering (Level B)	\$7,000
Subsurface Utility Engineering (Level A – 5 excavations @ \$1,350 per each)	\$6,750
Roll Schematic	\$7,500
Plans, Specifications and Estimates	\$240,000
Stormwater Management Plan	\$30,000
TxDOT Permit	\$5,000
Franchise Utility Coordination	\$7,500
Construction Services	\$20,000
Reimbursable Expenses	\$2,000
TOTAL:	\$396,710

- Right-of-way and easement preparation is based on twelve (12) parcels at a cost of \$ 2,500.00 per each. The Town will be final billed based on the number of parcels produced times \$ 2,500.00 per each.
- Subsurface Utility Engineering fee includes a maximum of five (5) excavations at \$ 1,350.00 per each. The Town will be final billed based on the number of excavations completed times \$ 1,350.00 per each, with a three (3) excavation minimum.
- Additional Services, not included in the Scope of Services (Exhibit A), will be negotiated with the Client as needed. Compensation will be based upon a mutually agreed lump sum fee or an hourly rate to be determined prior to beginning such additional service.
- Fees for services will be billed on a monthly basis, based on the percentage of work completed. The fees shown above will not be exceeded without authorization from the Client.

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

CLIENT: Town of Northlake
PROJECT: Cleveland-Gibbs Road Phase 2

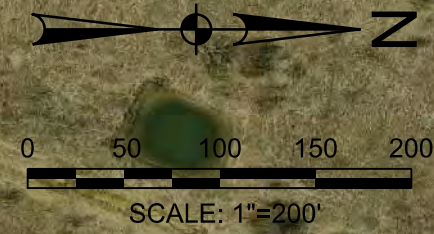
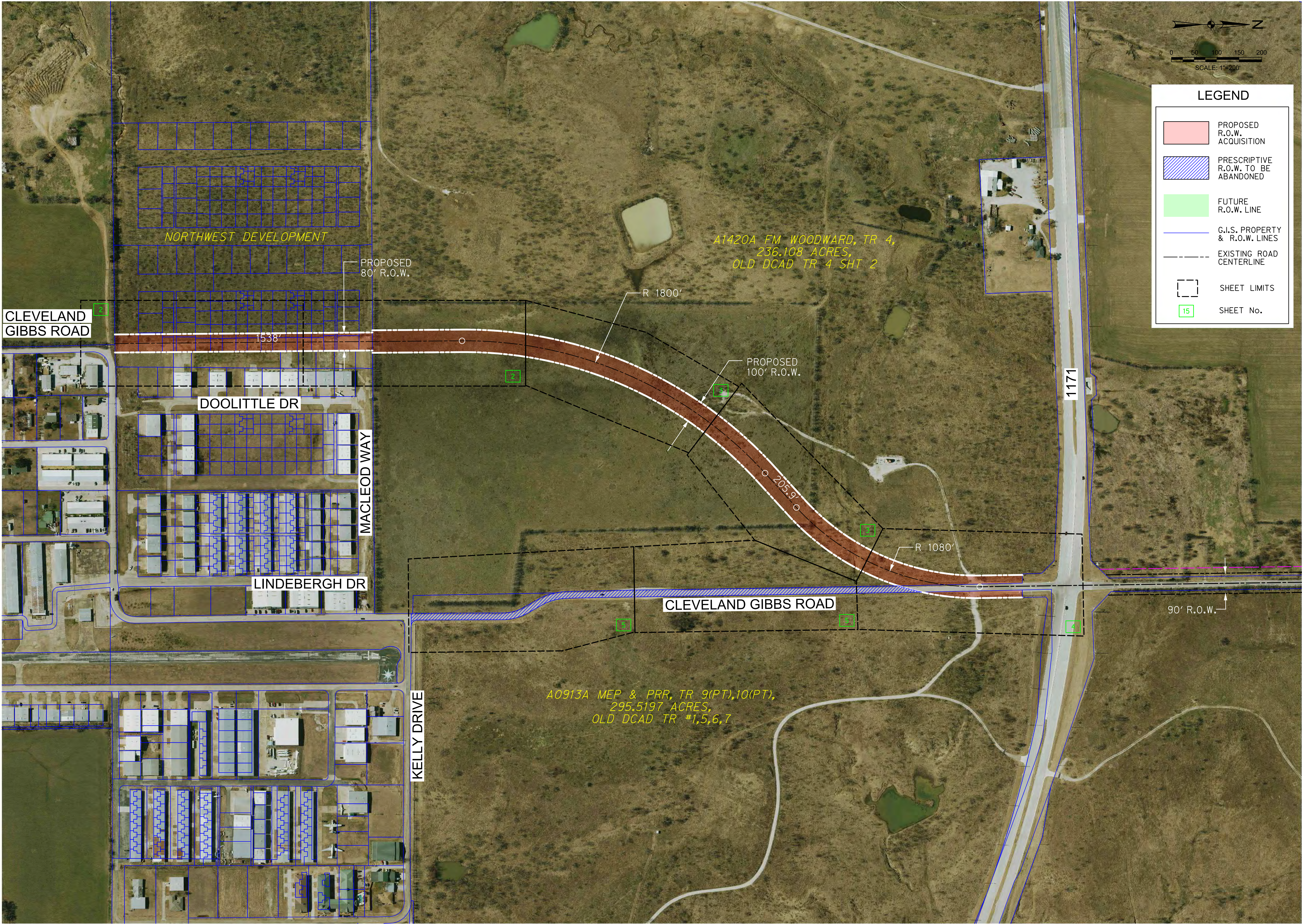
FILE NAME: 2018-11-01 Cleveland-Gibbs Ph 2.xlsx
DATE: 11/1/2018

PREPARED BY: BLM
AVO: P34841.001

ENGINEERS OPINION OF PROBABLE CONSTRUCTION COST

Item No.	Description	Unit	Total Quantity	Unit Cost	Total Amount
Cleveland-Gibbs Road					
1	Construction Staking	LS	1	\$20,000.00	\$20,000.00
2	Barricades, Warning and Detour Signs, and Fences	LS	1	\$28,000.00	\$28,000.00
3	Mobilization and General Site Preparation	STA	45	\$400.00	\$18,000.00
4	Storm Water Pollution Prevention Plan	LS	1	\$4,000.00	\$4,000.00
5	Silt Fence	LF	4,500	\$1.45	\$6,525.00
6	Inlet Protection	EA	14	\$150.00	\$2,100.00
7	Rock Berm	LF	500	\$30.00	\$15,000.00
8	Hydromulch Seeding	SY	51,833	\$3.80	\$196,966.67
9	Soil Retention Blanket	SY	3,333	\$1.50	\$5,000.00
10	Sawcut and Remove Existing Concrete Flatwork	SY	889	\$12.00	\$10,673.33
11	Remove Existing Asphalt Pavement	SY	1,678	\$6.00	\$10,068.00
12	Remove Existing Barbed Wire Fence	LF	2,000	\$2.00	\$4,000.00
13	Remove Existing Gate	EA	3	\$300.00	\$900.00
14	Install Temporary Barbed Wire Fence (5-Strand)	LF	8,900	\$4.00	\$35,600.00
15	Install Barbed Wire Fence (7-Strand)	LF	8,900	\$7.00	\$62,300.00
16	Install 35' Metal Post Gate	EA	4	\$1,200.00	\$4,800.00
17	Unclassified Street Excavation	CY	16,000	\$6.00	\$96,000.00
18	Unclassified Channel Excavation	CY	4,500	\$6.00	\$27,000.00
19	Embankment	CY	20,500	\$3.75	\$76,875.00
20	6-inch Thick Lime Treated Subgrade	SY	16,795	\$3.50	\$58,780.75
21	10-inch Thick Lime Treated Subgrade	SY	1,368	\$5.00	\$6,840.00
22	Hydrated Lime	TON	318	\$175.00	\$55,650.00
23	8-inch Thick Type A, Grade 1 or 2 Flex Base	SY	1,430	\$13.00	\$18,590.00
24	8-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Pavement	SY	15,623	\$50.00	\$781,125.00
25	8-inch Thick Continuously Reinforced Concrete Pavement	SY	596	\$70.00	\$41,720.00
26	4-inch Thick H.M.A.C. Type B Base Course	SY	2,021	\$20.50	\$41,430.50
27	2-inch Thick H.M.A.C. Type D Base Course	SY	1,368	\$10.50	\$14,364.00
28	6-inch Thick, 3,600 psi Portland Cement Reinforced Concrete Driveway Pavement	SY	150	\$50.00	\$7,500.00
29	Pavement Markings and Signage	LS	1	\$10,000.00	\$10,000.00
30	24-inch Grouted Rock Riprap	CY	640	\$95.00	\$60,800.00
31	Trench Safety for Storm Drain Lines	LF	4,240	\$3.00	\$12,720.00
32	18-inch Class III Reinforced Concrete Storm Drain Pipe (open cut)	LF	560	\$45.00	\$25,200.00
33	24-inch Class III Reinforced Concrete Storm Drain Pipe (open cut)	LF	1,415	\$55.00	\$77,825.00
34	36-inch Class III Reinforced Concrete Storm Drain Pipe (open cut)	LF	1,415	\$90.00	\$127,350.00
35	48-inch Class III Reinforced Concrete Storm Drain Pipe (open cut)	LF	850	\$135.00	\$114,750.00
36	10-foot Standard Curb Inlet	EA	14	\$3,500.00	\$49,000.00
37	Storm Drain Manhole	EA	5	\$5,500.00	\$27,500.00
38	Sloped Headwall	EA	3	\$4,500.00	\$13,500.00
39	Parallel Wing Walls for Non-Skewed Pipe Culverts	EA	4	\$12,000.00	\$48,000.00
Subtotal - Cleveland-Gibbs Road					\$2,216,453
15% Construction Contingency					\$332,468
Surveying, SUE, Engineering, ROW Docs, Replatting & CA					\$396,710
Subtotal - Cleveland-Gibbs Road					\$2,945,631
Rounded Total					\$2,946,000

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



LEGEND

- PROPOSED R.O.W. ACQUISITION
- PRESCRIPTIVE R.O.W. TO BE ABANDONED
- FUTURE R.O.W. LINE
- G.I.S. PROPERTY & R.O.W. LINES
- EXISTING ROAD CENTERLINE
- SHEET LIMITS
- SHEET No.

CLEVELAND-GIBBS
R.O.W. ACQUISITION
CONCEPTUAL LAYOUT
NORTH LAKE, TEXAS



Revision No.	Date	Description

Project No.:	
Issued:	
Drawn By:	
Checked By:	
Scale:	
Sheet Title	
CLEVELAND-GIBBS ROAD R.O.W. ACQUISITION	
1	
Sheet Number	

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

Town of Northlake

Memo

To: Honorable Mayor and Town Council

From: Eric J. Tamayo, Public Works Director

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

Date: December 13, 2018

Re: Southside Sewer Collection System Evaluation and Limited Repair

In the Fiscal Year 2019 Adopted Budget, Council approved funding for the southside sewer collection system evaluation and limited repair. Once the initial project is completed, an engineering summary report for recommendations of any pipe and or manhole repairs will be provided in the repair budget.

Initial scope of work includes the evaluation with closed-circuit television (CCTV) and National Association of Sewer Service Companies (NASSCO) defect coded pipe & manhole condition assessment report of 8" through 16" diameter sewer collection lines in the designated project area. Once the evaluation is complete a report will be given to the Town with a repair cost, but will not exceed budget.

Staff recommends authorizing the Town Administrator to contract for services with Aims Companies not to exceed \$244,100.

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



RESOLUTION NO. 18-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH AIMS COMPANIES TO CONTRACT FOR SEWER COLLECTION SYSTEM EVALUATION SERVICES

WHEREAS, the southside sewer collection system of Northlake, Texas has been in operation for approximately twenty years and has experienced inflow and infiltration of surrounding groundwater; and

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to evaluate the southside sewer collection system and make limited repairs; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$244,100 in the 2018-2019 budget year from the Utility Fund for the purchase of sewer system evaluation and repair services; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreements to contract for sewer system evaluation services in an amount deemed reasonable and appropriate, but not to exceed \$50,000; and

WHEREAS, the Town has contacted four providers with two responding; and

WHEREAS, Aims Companies was the lowest responsible and responsive bidder; and

WHEREAS, Aims Companies will provide recommendations for repairs with an estimated repair budget; and

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

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

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into a contract with Aims Company for sewer collection system evaluation services with consultation from the Town Attorney, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$50,000.

PASSED AND APPROVED THIS THE 13TH DAY OF DECEMBER 2018

TOWN OF NORTHLAKE, TEXAS

PETER DEWING, Mayor

ATTEST:

SHIRLEY ROGERS, Town Secretary

Pearland Office:
3808 Knapp Rd.
Pearland, TX 77581
Office: 281-485-8816
Toll Free: 844-283-0469
www.AIMSCompanies.com



Dallas/Ft. Worth Office:
1938 Josh Road
Ft. Worth, TX 76177
Office: 817-201-1742
Toll Free: 844-283-0469
www.AIMSCompanies.com

11/8/2018

Eric J. Tamayo, Public Works Director

City of Northlake, Tx

1400 FM 407

Northlake, Tx 76247

Dear Mr. Tamayo, Thank you for the opportunity to submit our proposal for providing Clean and CCTV for the purpose of condition assessment for Town of Northlake.

Scope of Services:

It is our understanding that AIMS Companies will clean and inspect approximately 13,325 linear feet of 8 inch to 16 inch PVC sanitary sewer. We will also provide 48 manhole inspections. The manhole inspections and recommendation for repairs will be provided by RJN Group (subcontractor to AIMS Companies). Once the initial project has been completed AIMS Companies will provide written recommendations for any pipe and or manhole repairs along with a repair budget.

The following is our estimated cost for our services. Please make note of the stipulations associated with our prices.

BID ITEM	DESCRIPTION	QTY	UNIT	RATE	TOTAL
1	Clean and Inspect 8 Inch to 16 Inch S.S.	13,325	LF	2.35	31,313.75
2	Clean and Level 2 Inspect Sanitary Sewer Manholes	48	EA	320.00	15,360.00
3	Obstruction Removal		EA	375.00	0.00
4	Heavy Cleaning (in addition to initial cleaning cost)		LF	4.50	0.00
5	Manhole Repairs (price on request)		EA		0.00
6	Manhole Rehabilitation with Epoxy (4' diameter)		VF	280.00	0.00
7	Manhole Rehabilitation with Epoxy (5' diameter)		VF	340.00	0.00
8	Pipe Repairs (price on request)		EA		0.00
ESTIMATED PROJECT TOTAL					46,673.75

Note: Level 1 Manhole Inspections can be provided at \$495.00 per each.

SAFE, RELIABLE, SECURE

Pipeline Video Inspection LLC dba AIMS Companies

Pearland Office:
3808 Knapp Rd.
Pearland, TX 77581
Office: 281-485-8816
Toll Free: 844-283-0469
www.AIMSCompanies.com



Dallas/Ft. Worth Office:
1938 Josh Road
Ft. Worth, TX 76177
Office: 817-201-1742
Toll Free: 844-283-0469
www.AIMSCompanies.com

Inclusions:

- All labor and equipment to complete the initial scope
- Up to 3 passes to remove loose debris from within the sewer main. Anything requiring more than 3 passes is considered heavy cleaning and will be charged \$460.00 per hour
- PACP CCTV inspection
- Removal of sewer sludge from within the sewer mains and transportation of sewer sludge to an approved landfill
- 2 – Flash drives with project data including video, CCTV reports, project tracking log and manhole inspection reports
- Written recommendations and repair budget

Exclusions:

- Sales tax
- Any and all state and local permits and fees
- The removal of fixed obstruction from within pipes or manholes
- Traffic control beyond signs and cones
- Bypass pumping or flow diversion
- Right of way agreements to access private property

Best Regards,

John Webb

John Webb

Territory Sales Manager, DFW Region

AIMS Companies

817-729-4063

Acceptance:

By signing this document, you accept, approve and agree to all terms, pricing, scope and stipulations mentioned in this document.

Printed Name: _____

By: _____

Date: _____

SAFE, RELIABLE, SECURE

Pipeline Video Inspection LLC dba AIMS Companies

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: December 13, 2018

Re: Northlake Tax Increment Reinvestment Zone No. 1 (Canyon Falls) Trail, Splash Pad and Dog Park Dedication and Maintenance Agreement

On December 10, 2015, Northlake Town Council created Northlake Tax Increment Reinvestment Zone (TIRZ) No. 1 within Canyon Falls. 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 which includes a splash pad and dog park, to maintain the trail system, to fund an off-ramp from I35W to Cleveland-Gibbs Road, and to reimburse the Town for administrative costs.

The finance plan reimburses the developer for the trail system improvements and maintenance over a term of 25 years. The finance plan also reimburses the Town for the off-ramp and administration costs. Because the trail system is funded by Town property taxes, the trails are public facilities and are to be dedicated to the Town. Ongoing maintenance will be the responsibility of the Town but TIRZ funding will be used for this purpose. The Town does not currently have the resources to maintain the trail system and will contract for maintenance.

Two items are on the December 13, 2018 agenda. First is the acceptance of the dedication of the trail system. Second is consideration of the maintenance agreement.

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

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

Date: December 05, 20 18.

Grantor: Canyon Falls Master Community, Inc.

Mailing Address: 6950 Canyon Falls Drive
 Argyle, TX 76226

Grantee: Town of Northlake, Texas

Grantee's Mailing Address: Attn: Drew Corn, Town Administrator
 1400 FM 407
 Northlake, Texas 76247

Consideration: \$10.00 and other good and valuable consideration

The Property Conveyed: See legal descriptions and surveys attached as Exhibit A, and
 Exhibit B.

Warranty of Title:

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the title to the Property Conveyed against the lawful claims of all persons claiming by, through, and under Grantor, but not otherwise, on behalf of Grantee and Grantee's successors and assigns.

Reservations from and Exceptions to Conveyance and Warranty:

There is specifically reserved from this conveyance and excepted from the warranty described herein all of the oil, gas, and other minerals in, under, and that may be produced from the Property Conveyed.

Conveyance:

For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby

acknowledged, Grantor does hereby bargain, sell, and convey unto the Grantee and its successors and assigns, the Property Conveyed as described above, *save and except* the Reservations from and Exceptions to Conveyance and Warranty described above.

The undersigned is the Grantor and is authorized to execute this conveyance.

Executed the 5 day of December, 2018.

Jason Wight, Grantor

Jason Wight, President

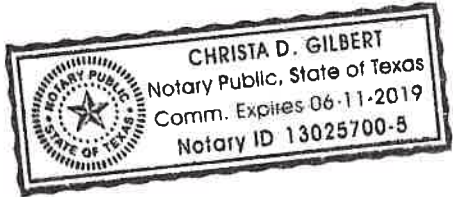
ACKNOWLEDGMENT AND AFFIDAVIT

STATE OF TEXAS §

§

COUNTY OF DENTON §

This instrument was acknowledged before me on the 5th day of December, 2018, by Jason Wight, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.



Christa D. Gilbert
Notary Public in and for the State of Texas

Christa D. Gilbert
Type or Print Notary's Name

My Commission Expires:

6.11.2019

AFTER FILING PLEASE RETURN TO:

Ashley D. Dierker
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Telephone: (817) 332-2580
Fax: (817) 332-4740
E-mail: adierker@toase.com

EXHIBIT A

VICINITY MAP

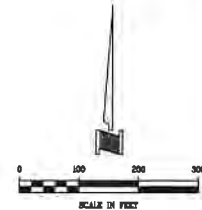


NOT TO SCALE

LEGEND

- P.R.D.C.T. = PLAT RECORDS, DENTON COUNTY, TEXAS
 D.R.D.C.T. = DEED RECORDS, DENTON COUNTY, TEXAS
 ⊙ = 1/2" IRON ROD FOUND W/ YELLOW PLASTIC CAP
 STAMPED "JVC" (UNLESS OTHERWISE NOTED)
 ● = POINT FOR CORNER

NOTE: BASIS OF BEARINGS DERIVED FROM
 THE TEXAS STATE PLANE COORDINATE
 SYSTEM, NAD83, NORTH CENTRAL ZONE.

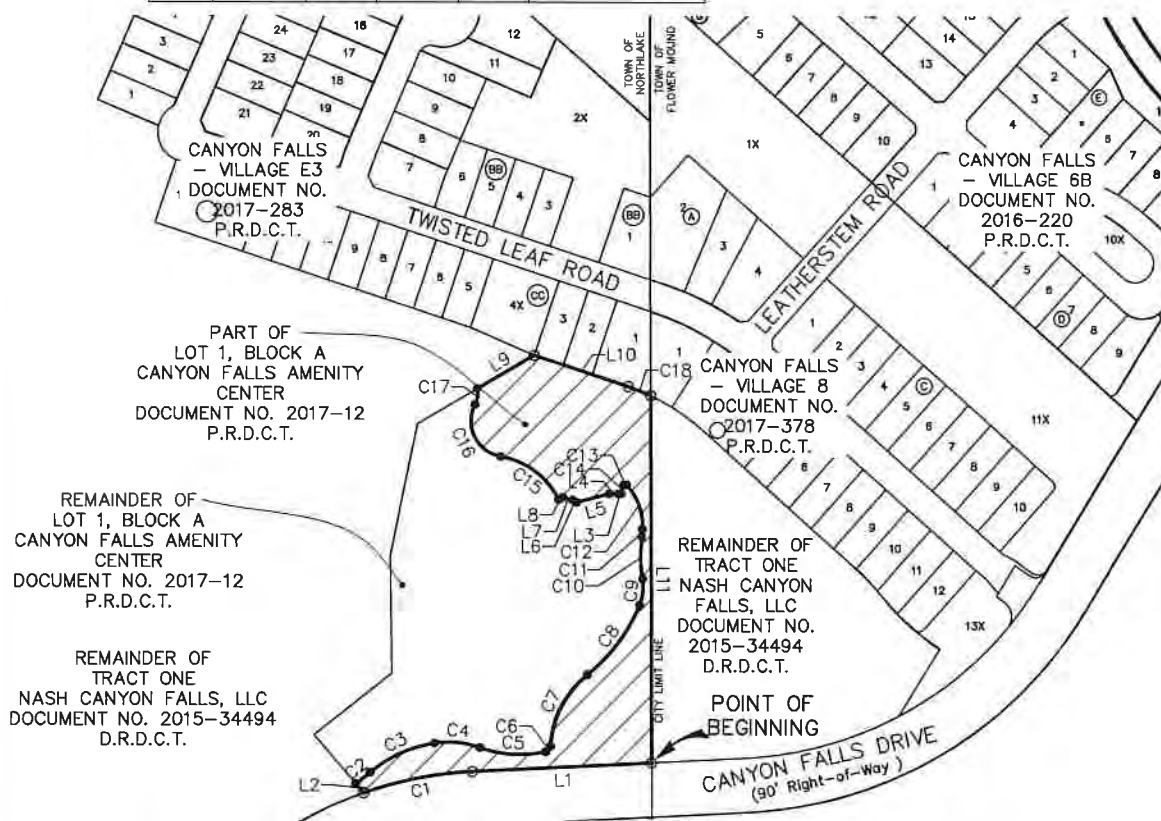


CURVE TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD
C1	16°26'08"	645.00'	93.15'	185.02'	S78°53'42"W 184.39'
C2	8°55'02"	196.00'	15.28'	30.50'	N52°28'42"E 30.47'
C3	31°59'21"	213.28'	61.14'	119.08'	N65°44'03"E 117.54'
C4	29°27'29"	149.29'	39.25'	76.76'	S84°43'44"E 75.92'
C5	32°34'24"	196.00'	57.27'	111.43'	S86°25'13"E 109.93'
C6	74°19'05"	10.00'	7.58'	12.97'	N40°08'03"E 12.08'
C7	48°27'10"	161.50'	72.67'	136.57'	N27°12'05"E 132.54'
C8	28°56'53"	288.50'	74.47'	145.76'	N36°57'14"E 144.22'
C9	31°29'15"	80.00'	22.55'	43.97'	N6°44'10"E 43.41'
C10	16°04'06"	250.00'	35.29'	70.11'	N0°58'25"W 69.88'
C11	4°39'02"	150.00'	6.09'	12.18'	N4°44'07"E 12.17'
C12	47°06'20"	97.51'	42.50'	80.17'	N19°54'31"W 77.93'
C13	105°22'45"	3.00'	3.94'	5.52'	S83°07'46"W 4.77'
C14	27°35'20"	30.74'	7.55'	14.80'	S16°38'44"W 14.66'
C15	54°46'07"	130.00'	67.34'	124.27'	N53°42'21"W 119.59'
C16	108°55'38"	59.00'	82.60'	112.17'	N26°37'35"W 96.02'
C17	37°54'11"	41.00'	14.08'	27.12'	N8°53'08"E 26.63'
C18	6°41'44"	345.00'	20.18'	40.32'	S68°19'23"E 40.29'

LINE TABLE

LINE	BEARING	LENGTH
L1	S87°06'45"W	298.42'
L2	N40°36'14"W	20.42'
L3	S86°03'01"W	4.69'
L4	N89°43'38"W	15.00'
L5	S75°16'44"W	56.34'
L6	N57°58'18"W	7.22'
L7	N74°25'13"W	16.63'
L8	S63°40'43"W	8.00'
L9	N59°43'32"E	109.59'
L10	S71°40'15"E	164.12'
L11	S0°11'32"E	606.00'



BOUNDARY EXHIBIT

96,182 SQUARE FEET OR 2.208 ACRES
 W. LOVE SURVEY, ABSTRACT NO. 728
 TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS



J. VOLK
 consulting

830 Central Parkway East, Suite 300
 Piquita, Texas 75074
 972.201.3100 TBPLS Registration No 10194033

LEGAL DESCRIPTION
2.208 ACRES

BEING a tract of land situated in the W. LOVE SURVEY, ABSTRACT NO. 728, Town of Northlake, Denton County, Texas and being part of Lot 1, Block A of CANYON FALLS AMENITY CENTER, an Addition to the Town of Northlake, Denton County, Texas according to the Plat thereof recorded in Document No. 2017-12, Plat Records, Denton County, Texas and being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found in the north line of Canyon Falls Drive, a 90 foot right-of-way, for the southeast corner of said Lot 1;

THENCE South 87 degrees 06 minutes 45 seconds West, with said north line, a distance of 298.42 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for corner at the beginning of a curve to the left having a central angle of 16 degrees 26 minutes 08 seconds, a radius of 645.00 feet and a chord bearing and distance of South 78 degrees 53 minutes 42 seconds West, 184.39 feet;

THENCE Westerly, continuing with said north line and with said curve to the left, an arc distance of 185.02 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the southwest corner of said Lot 1;

THENCE North 40 degrees 36 minutes 14 seconds West, leaving said north line and with the south line of said Lot 1, a distance of 20.42 feet to a point for corner at the beginning of a curve to the left having a central angle of 08 degrees 55 minutes 02 seconds, a radius of 196.00 feet and a chord bearing and distance of North 52 degrees 28 minutes 42 seconds East, 30.47 feet;

THENCE Northeasterly, leaving said south line and with said curve to the left, an arc distance of 30.50 feet to a point for corner at the beginning of a curve to the right having a central angle of 31 degrees 59 minutes 21 seconds, a radius of 213.28 feet and a chord bearing and distance of North 65 degrees 44 minutes 03 seconds East, 117.54 feet;

THENCE Northeasterly, with said curve to the right, an arc distance of 119.08 feet to a point for corner at the beginning of a curve to the right having a central angle of 29 degrees 27 minutes 29 seconds, a radius of 149.29 feet and a chord bearing and distance of South 84 degrees 43 minutes 44 seconds East, 75.92 feet;

THENCE Easterly, with said curve to the right, an arc distance of 76.76 feet to a point for corner at the beginning of a curve to the left having a central angle of 32 degrees 34 minutes 24 seconds, a radius of 196.00 feet and a chord bearing and distance of South 86 degrees 25 minutes 13 seconds East, 109.93 feet;

THENCE Easterly, with said curve to the left, an arc distance of 111.43 feet to a point for corner at the beginning of a curve to the left having a central angle of 74 degrees 19 minutes 05 seconds, a radius of 10.00 feet and a chord bearing and distance of North 40 degrees 08 minutes 03 seconds East, 12.08 feet;

THENCE Northerly, with said curve to the left, an arc distance of 12.97 feet to a point for corner at the beginning of a curve to the right having a central angle of 48 degrees 27 minutes 10 seconds, a radius of 161.50 feet and a chord bearing and distance of North 27 degrees 12 minutes 05 seconds East, 132.54 feet;

THENCE Northerly, with said curve to the right, an arc distance of 136.57 feet to a point for corner at the beginning of a curve to the left having a central angle of 28 degrees 56 minutes 53 seconds, a radius of 288.50 feet and a chord bearing and distance of North 36 degrees 57 minutes 14 seconds East, 144.22 feet;

THENCE Northerly, with said curve to the left, an arc distance of 145.76 feet to a point for corner at the beginning of a curve to the left having a central angle of 31 degrees 29 minutes 15 seconds, a radius of 80.00 feet and a chord bearing and distance of North 06 degrees 44 minutes 10 seconds East, 43.41 feet;

THENCE Northerly, with said curve to the left, an arc distance of 43.97 feet to a point for corner at the beginning of a curve to the right having a central angle of 16 degrees 04 minutes 06 seconds, a radius of 250.00 feet and a chord bearing and distance of North 00 degrees 58 minutes 25 seconds West, 69.88 feet;

THENCE Northerly, with said curve to the right, an arc distance of 70.11 feet to a point for corner at the beginning of a curve to the left having a central angle of 04 degrees 39 minutes 02 seconds, a radius of 150.00 feet and a chord bearing and distance of North 04 degrees 44 minutes 07 seconds East, 12.17 feet;

THENCE Northerly, with said curve to the left, an arc distance of 12.18 feet to a point for corner at the beginning of a curve to the left having a central angle of 47 degrees 06 minutes 20 seconds, a radius of 97.51 feet and a chord bearing and distance of North 19 degrees 54 minutes 31 seconds West, 77.93 feet;

THENCE Northerly, with said curve to the left, an arc distance of 80.17 feet to a point for corner at the beginning of a curve to the left having a central angle of 105 degrees 22 minutes 45 seconds, a radius of 3.00 feet and a chord bearing and distance of South 83 degrees 07 minutes 46 seconds West, 4.77 feet;

THENCE Westerly, with said curve to the left, an arc distance of 5.52 feet to a point for corner at the beginning of a curve to the left having a central angle of 27 degrees 35 minutes 20

seconds, a radius of 30.74 feet and a chord bearing and distance of South 16 degrees 38 minutes 44 seconds West, 14.66 feet;

THENCE Southerly, with said curve to the left, an arc distance of 14.80 feet to a point for corner;

THENCE South 86 degrees 03 minutes 01 seconds West, a distance of 4.69 feet to a point for corner;

THENCE North 89 degrees 43 minutes 38 seconds West, a distance of 15.00 feet to a point for corner;

THENCE South 75 degrees 16 minutes 44 seconds West, a distance of 56.34 feet to a point for corner;

THENCE North 57 degrees 58 minutes 18 seconds West, a distance of 7.22 feet to a point for corner;

THENCE North 74 degrees 25 minutes 13 seconds West, a distance of 16.63 feet to a point for corner;

THENCE South 63 degrees 40 minutes 43 seconds West, a distance of 8.00 feet to a point for corner at the beginning of a curve to the right having a central angle of 54 degrees 46 minutes 07 seconds, a radius of 130.00 feet and a chord bearing and distance of North 53 degrees 42 minutes 21 seconds West, 119.59 feet;

THENCE Northwesterly, with said curve to the left, an arc distance of 124.27 feet to a point for corner at the beginning of a curve to the right having a central angle of 108 degrees 55 minutes 38 seconds, a radius of 59.00 feet and a chord bearing and distance of North 26 degrees 37 minutes 35 seconds West, 96.02 feet;

THENCE Northerly, with said curve to the right, an arc distance of 112.17 feet to a point for corner at the beginning of a curve to the left having a central angle of 37 degrees 54 minutes 11 seconds, a radius of 41.00 feet and a chord bearing and distance of North 08 degrees 53 minutes 08 seconds East, 26.63 feet;

THENCE Northerly, with said curve to the left, an arc distance of 27.12 feet to a point for corner in the north line of the above mentioned Lot 1;

THENCE North 59 degrees 43 minutes 32 seconds East, with said north line, a distance of 109.59 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "JVC" found for the common southwest corner of Lot 3, Block CC of CANYON FALLS – VILLAGE E3, an Addition to the Town of Northlake, Denton County, Texas according to the Plat thereof recorded

in Document No. 2017-283, Plat Records, Denton County, Texas and an exterior ell corner of said Lot 1;

THENCE South 71 degrees 40 minutes 15 seconds East, with the common north line of said Lot 1 and south line of said CANYON FALLS – VILLAGE E3 Addition, a distance of 164.12 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” found for corner at the beginning of a curve to the right having a central angle of 06 degrees 41 minutes 44 seconds, a radius of 345.00 feet and a chord bearing and distance of South 68 degrees 19 minutes 23 seconds East, 40.29 feet;

THENCE Easterly, continuing with said common line and with said curve to the right, an arc distance of 40.32 feet to a 1/2 inch iron rod with a yellow plastic cap stamped “JVC” found for the common northeast corner of said Lot 1 and southeast corner of said CANYON FALLS – VILLAGE E3 Addition;

THENCE South 00 degrees 11 minutes 32 seconds East, leaving said common line and with the east line of said Lot 1, a distance of 606.00 feet to the **POINT OF BEGINNING** and containing 2.208 acres of land, more or less.



EXHIBIT B

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

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

Date: December 05, 2018.

Grantor: NASH Canyon Falls, LLC

Mailing Address: 4835 LBJ Freeway, Suite 690
 Dallas, TX 75244

Grantee: Town of Northlake, Texas

Grantee's Mailing Address: Attn: Drew Corn, Town Administrator
 1400 FM 407
 Northlake, Texas 76247

Consideration: \$10.00 and other good and valuable consideration

The Property Conveyed: See legal descriptions and surveys attached as Exhibit A.

Warranty of Title:

Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the title to the Property Conveyed against the lawful claims of all persons claiming by, through, and under Grantor, but not otherwise, on behalf of Grantee and Grantee's successors and assigns.

Reservations from and Exceptions to Conveyance and Warranty:

There is specifically reserved from this conveyance and excepted from the warranty described herein all of the oil, gas, and other minerals in, under, and that may be produced from the Property Conveyed.

Conveyance:

For and in consideration of the sum of Ten Dollars and no cents (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby bargain, sell, and convey unto the Grantee and its

successors and assigns, the Property Conveyed as described above, *save and except* the Reservations from and Exceptions to Conveyance and Warranty described above.

The undersigned is the Grantor and is authorized to execute this conveyance.

Executed the 5th day of December, 20 18.

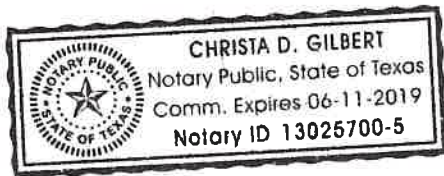
Brian Cramer, Grantor
Brian Cramer
Authorized Signatory

NASH Canyon Falls, LLC
a Delaware limited liability company
By: Newland Real Estate Group, LLC
a Delaware limited liability company
Its Agent

ACKNOWLEDGMENT AND AFFIDAVIT

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the 5th day of December, 20 18, by Brian Cramer, who after being by me first duly sworn, stated that he/she executed this deed for the purposes and consideration stated therein.



Christa D Gilbert
Notary Public in and for the State of Texas

Christa D. Gilbert
Type or Print Notary's Name

My Commission Expires:

6-11-2019

AFTER FILING PLEASE RETURN TO:

Ashley D. Dierker
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Telephone: (817) 332-2580
Fax: (817) 332-4740
E-mail: adierker@toase.com

EXHIBIT A

SERVICE AGREEMENT FOR CANYON FALLS

TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, TOWN OF NORTHLAKE, TEXAS

This SERVICE AGREEMENT (this “Agreement”) is made and entered into by and between the TOWN OF NORTHLAKE, TEXAS (the “Town”), a Texas general law municipality, by and through Drew Corn, its duly authorized Town Administrator, and CANYON FALLS MASTER COMMUNITY, INC., a Texas nonprofit corporation (the “Contractor”), and acting by and through Jason Wight, the duly authorized President of its Board of Directors.

RECITALS

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

WHEREAS, on December 10, 2015, pursuant to Chapter 311 of the Texas Tax Code (the “Act”), the Town Council of the Town of Northlake, Texas (the “Town Council”) adopted Ordinance No. 15-1210B creating Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas (the “TIRZ”), covering approximately 513.743 acres within the municipal limits of the Town (the “TIRZ Property”) more particularly described in Exhibit “A”, attached hereto and made a part hereof for all purposes;

WHEREAS, on January 14, 2016, the Town Council passed and approved Ordinance No. 16-0114D, adopting the Project and Financing Plan (the “Project Plan”) for the TIRZ, a copy of which is attached hereto as Exhibit “B” and hereby made a part of this Agreement for all purposes;

WHEREAS, the Town is authorized to utilize the TIRZ to promote development and redevelopment of the TIRZ Property and benefit the Town as a whole and collect TIRZ revenues from increment as described in the Project Plan (the “TIRZ Increment”);

WHEREAS, Section 311.010 of the Act authorizes the Town Council to enter into agreements as the Town Council considers necessary or convenient to implement the Project and Financing Plan and achieve its purposes;

WHEREAS, pursuant to the Canyon Falls Master Covenant recorded as Document No. 2014-18622 of the Official Public Records of Denton County, Texas (the “Records”), as amended, and that certain Canyon Falls Community Manual recorded as Document No. 2016-12439 of the Records, the Contractor is a property owners’ association with the powers to fix, levy, collect, and enforce payment of charges and assessments and to pay for all expenses incident to the conduct of the business of the Contractor, which includes providing services and amenities to the community which are consonant with the purposes of the Act;

WHEREAS, the Town desires to enter into a written agreement with the Contractor for the provision of certain services within the TIRZ Property, as more specifically set forth in this

Agreement;

WHEREAS, such services constitute a supplement to standard Town services and an added increment of service to provide other special benefits that will enhance the value of taxable real property within the TIRZ and will be of general benefit to the Town;

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

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

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

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

2. SERVICES FOR THE TIRZ

2.1. Scope of Contractor's Duties

The Contractor shall provide or cause to be provided the operation, repair, maintenance, and improvement of the trails, parks, open spaces, recreational facilities, dog park, and splash pad described in the Project Plan (the "Services"), as set forth in Section 7(B) of the Project Plan for the duration of this Agreement, as may subsequently be amended.

2.2. Contractor Compensation

The Contractor has secured the right to collect charges or assessments (the "POA Fees") from the property owners within the TIRZ Property, as described in the instruments collectively entitled the Canyon Falls Community Manual recorded as Document No. 2016-12439 of the Records. The costs of providing the Services shall initially be covered by the POA Fees collected by the Contractor.

Within thirty (30) days of the execution of this Agreement and annually on June 1 of each year, the Contractor shall prepare or provide an annual budget and present the same to the Board of Directors for the TIRZ (the "TIRZ Board") for the TIRZ Board's approval and payment of the annual budgeted costs from funds available to the TIRZ and generated by the TIRZ Increment or any other source of TIRZ revenue (the "TIRZ Funds"). The Contractor shall present to the Town Council and TIRZ Board a report of the Services provided by Contractor during the fiscal year to be paid or reimbursed from TIRZ Funds, including a petition for the use of TIRZ Funds to reimburse for any POA Fees utilized to provide the Services. Such report shall include documentation sufficiently demonstrating that any sums paid or incurred by Contractor have been paid or are due. The Town shall pay the Contractor quarterly

after approval of the annual budget, commencing on February 15 of each year. Should the Town Council grant the petition for the use of TIRZ Funds for reimbursement as described herein, the Town shall pay the Contractor within fifteen (15) business days of approval of such petition. Notwithstanding anything to the contrary herein, the Town Council shall not be required to (i) approve the Contractor's petition for the use of TIRZ Funds if TIRZ Funds are not currently available or (ii) pay Contractor any amount that exceeds the then-current balance of TIRZ Funds or that is not in accordance with the TIRZ budget for the then-current fiscal year. The Town Council shall pay or reimburse the Contractor any amount exceeding the TIRZ budget or available funds in the next fiscal year or as soon as practicable from TIRZ Funds, including amounts requested in a petition.

2.3. Standard of Care; Nature of Relationship

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

3. **CONVEYANCE OF FACILITIES**

In exchange for the Town's agreement to dedicate and commit a sufficient portion of the TIRZ Increment to the Contractor for use in providing the Services, the Contractor shall execute and file in public records a conveyance instrument conveying the trails, parks, open spaces, recreational facilities, dog park, and splash pad covering the property generally depicted on Exhibit "C", attached hereto and made a part hereof for all purposes (the "Facilities"), to the Town. Such conveyance shall provide that the Facilities are being conveyed for the use of the public for recreational purposes. Should the Facilities cease to be used by the public, the Town shall no longer be required to dedicate TIRZ Funds to the Contractor for use in providing the Services. The Contractor expressly reserves the right to enter upon the Facilities for the purposes of maintenance, repair, and upkeep, if necessary, and to expend funds from sources other than the TIRZ Funds and above and beyond the amount of the TIRZ Increment to repair, maintain, or improve the Facilities, should the Contractor in its sole judgment deem such expenditure to be necessary.

4. **TOWN'S DUTIES AND RESPONSIBILITIES**

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

- (a) Collecting, through the Town's agreement with the Denton County Tax Assessor/Collector, the TIRZ Increment and recording the same in a separate revenue account; and
- (b) Making payments to Contractor from the TIRZ Increment, in the event that

disbursement of TIRZ funds is approved by the Town Council after review by the TIRZ Board in the manner provided for under Section 2.2 hereof and pursuant to the Act.

The Town shall have no financial obligation to the TIRZ other than collecting, through its agreement with the Denton County Tax Assessor/Collector, the TIRZ Increment and, when approved under Section 2.2 of this Agreement, paying for Services that Contractor performs in the TIRZ which are allowable pursuant to the Act.

5. AMENDMENTS; ASSIGNMENTS

This Agreement may not be amended unless executed in writing by both parties. The Agreement may be assigned by Contractor to its successor entity and notice of such assignment shall be provided to the Town within ten (10) days of such assignment.

6. TERM

This Agreement shall commence January 1, 2018, (the "Effective Date") and, unless terminated earlier in accordance with this Agreement, shall expire December 31, 2022 (the "Initial Term"). Thereafter, this Agreement shall renew for successive five-year renewal terms, unless terminated in writing by either party no less than thirty (30) days before the expiration of the then-current term. The Initial Term and any subsequent renewal term shall collectively be referred to as the "Term".

7. CONTRACTOR LIABILITY

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

8. LIABILITY OF TOWN; PERSONAL LIABILITY OF PUBLIC OFFICIALS

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

9. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND

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

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

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

10. INDEPENDENT CONTRACTOR

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

11. INSURANCE

Contractor shall not commence providing the Services for payment from TIRZ funds under this Agreement until it has obtained and received approval from the Town of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate

or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement, that all insurance policies provided pursuant to this Agreement are endorsed to name the Town as an additional insured, and that all such insurance policies cover not only Contractor, but also Contractor's contractors and subcontractors. The minimum insurance required of Contractor is as follows:

WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each occurrence with an aggregate limit of not less than \$2,000,000.

AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Services under this Agreement.

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

12. TAXES

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

13. PERMITS

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

14. CHARACTER OF WORK AND OPERATIONS

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

15. ASSIGNMENT AND SUBCONTRACTING

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

16. DEFAULT

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

17. COOPERATION WITH TOWN

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

18. BOOKS AND RECORDS; AUDITING RIGHTS

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

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

19. NOTICES

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

Town:
Town of Northlake
Attn: Town Administrator
1301 FM 407
Northlake, Texas 76247

Contractor:
Canyon Falls Master Community, Inc.
Attn: President, Board of Directors
6950 Canyon Falls Drive
Argyle, Texas 76226

20. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

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

21. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities. The Town agrees that this Agreement constitutes a contract for goods and services.

22. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this

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

23. VENUE AND JURISDICTION

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

24. NO THIRD PARTY RIGHTS

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

25. INTERPRETATION

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

26. CAPTIONS

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

27. ENTIRETY OF AGREEMENT

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

28. COUNTERPARTS

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

AGREED AND EXECUTED as of the last date indicated below:

TOWN OF NORTHLAKE:

By: _____
Drew Corn, Town Administrator

Date: _____

CANYON FALLS MASTER COMMUNITY, INC.:

By: _____
Jason Wight, President, Board of Directors

Date: _____

EXHIBIT A
TIRZ PROPERTY

EXHIBIT B
TIRZ PROJECT PLAN



Executive Session

Agenda Item 7