

1. Agenda

Documents:

[8-01-2019 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 8-01-19.PDF](#)

[FY 2020 PROPOSED BUDGET EXECUTIVE SUMMARY.PDF](#)



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council Special Meeting Agenda
Thursday, August 1, 2019 at 6:30 pm
Chamber Room 1500 Commons Circle, Suite 300 Northlake, Texas**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and special meeting on Thursday, August 1, 2019 at 6:30 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 Work Session to Order
 - Invocation
 - Pledge of Allegiance to the American Flag
2. Special Recognition
 - Alex Arnold, Sergeant, Northlake Police Department graduation from Tarleton State University Bachelor's Degree in Criminal Justice Administration
 - Douglas Williams, Detective, Northlake Police Department completion of Major Crimes Investigator course
3. Briefing Items
 - A. Proposed amendment to The Ridge at Northlake Mixed-Use Planned Development (MPD)
 - B. FY 2020 Proposed Budget Presentation
4. Call Regular Meeting to Order
5. 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
6. Consent Items
 - All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - C. Consider for approval the Town Council meeting minutes of June 20, 2019
 - D. Consider for approval the Town Council meeting minutes of July 11, 2019
 - E. Consider for approval the 2019 Interlocal Cooperation Agreement between the Denton County and Town of Northlake regarding assessment and collection of applicable taxes
 - F. Consider for approval the 2019 Interlocal Cooperation Agreement between Denton County and Northlake PID No. 1 (Harvest) regarding assessment and collection of applicable taxes

- G. Consider for approval the 2019 Interlocal Cooperation Agreement between Denton County and The Highland PID No. 2 regarding assessment and collection of applicable taxes
- H. Consider for approval the FY 2020 Contract for Services between Trinity River Authority and the Town of Northlake including Revised Technical Services Fee Schedule for the Central Regional Wastewater System

7. Regular Items

- I. Consider for approval a resolution for the appointment of one member to the Board of Managers of the Denco Area 9-1-1 District (Resolution No. 19-14)
- J. Consider for approval a resolution calling a public hearing regarding the designation of a reinvestment zone pursuant to Chapter 312 of the Texas Tax Code and direct Town Staff to provide the required notices (Resolution 19-15)
- K. Consider for approval a Final Plat of Lot 2, Town Commons, a 1.672-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 400 feet east of Cleveland-Gibbs Road, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # FP-19-007
- L. Consider for approval a Final Plat of Lot 3, Town Commons, a 1.764-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # FP-19-008
- M. Consider for approval a Final Plat of Lot 7, Town Commons, a 1.697-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 400 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Northlake Development LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # FP-19-009
- N. Consider for approval a Site Plan of Northlake Commons Phase 4, a proposed three-building, 17,050 square-foot commercial development on 1.568 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 2, Town Commons, generally located on the north side of FM 407 approximately 400 feet east of Cleveland-Gibbs Road, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # SP-19-001
- O. Consider for approval a Site Plan of Northlake Commons Phase 5, a proposed three-building, 16,080 square-foot commercial development on 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Harvest FM 407 LTD is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # SP-19-002
- P. Consider for approval a Site Plan of Northlake Commons Phase 6, a proposed two-building, 16,300 square-foot commercial development on 1.605 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 7, Town Commons, generally located on the north side of FM 407 approximately 400 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD). Northlake Development LTD

is the owner. Office Equity Solutions is the applicant/developer. Baird, Hampton & Brown Inc. is the engineer/surveyor. Case # SP-19-003

- Q. Consider for approval a Site Plan for The Ridge at Northlake Phase 1 Amenity Center, a proposed community amenity center to include a 4,440 square-foot social building, a 4,230 square-foot exercise building, a swimming pool, playground, and other related facilities on 3.96 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 1X, Block G, The Ridge at Northlake Phase 1, generally located 500 feet south of Robson Ranch Road and 2,000 feet east of Ed Robson Blvd, and zoned Mixed-Use Planned Development (MPD). TMRY Ridge, LP is the owner/applicant/developer. JBI Partners is the engineer. Larson & Pedigo Architects is the architect. TBG Partners is the landscape architect. Case # SP-19-004
- R. Consider for approval a Final Plat of Lots 2 & 2X, Block A, Alliance Northport Addition, a two-lot phase of the Alliance Northport development, being a 35.888-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, generally located on the east side of IH 35W approximately 500 feet north of Ashmore Lane and zoned Industrial (I). AIL Investment LP is the owner/applicant. Peloton Land Solutions, Inc. is the engineer. Case # FP-18-029
- S. Consider for approval a Site Plan for Alliance Northport Building 2, a proposed 459,574 square-foot industrial building on 30.308 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, to be platted as Lot 2, Block A, Alliance Northport Addition, generally located on the east side of IH 35W approximately 500 feet north of Ashmore 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-18-008
- T. Consider a vote to adopt a proposed tax rate, vote to schedule tax rate public hearings for the Fiscal Year 2019-2020 tax rate (if necessary) and vote to set the date of the adoption of the tax rate on the agenda for September 12, 2019 Council Meeting
- U. Consider for approval setting public hearing dates for the Proposed 2019-2020 Town Budget, Northlake Economic Development corporation and Community Development Corporation Budgets, Northlake Public Improvement District No. 1 (Harvest) and Northlake Public Improvement District No. 2 (The Highlands, Tax Increment Financing Zone No. 1 (Canyon Falls)
- V. Consider for approval the cancellation of the regular meeting of August 8, 2019
8. Convene into Executive Session
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: 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
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- (c) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
- (d) Eminent domain actions to obtain right-of-way out of a certain 3.05-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; or
- (e) Eminent domain actions to obtain property out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law; or
- (f) Potential litigation related to Eagleton and Applewood road failures; or
- (g) Potential litigation related to Dale Earnhardt Way road failures
- b. 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 3.05-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
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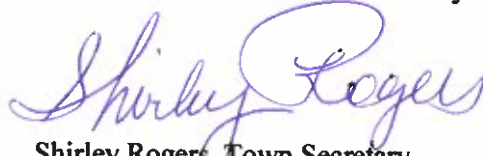
9. Open Session

- W. Consider the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately .2707 acres of a certain 3.05 acre tract of land located in the Patrick Rock Survey Abstract No. 1063 in Northlake, Denton County, Texas, as right-of-way necessary for the construction and maintenance of roadway and utility improvements and for other public purposes permitted by law
- X. Consider the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately 1.15 acres of a certain 47.063 acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, as property necessary for the construction and maintenance of a water tower and for other public purposes permitted by law
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10. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake Texas on the 25th day of July 2019 by 5:00 pm


Shirley Rogers, Town Secretary

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



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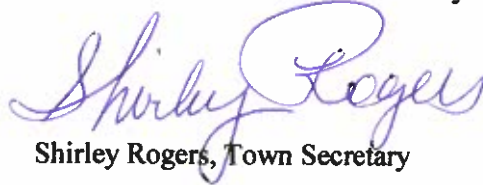
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Regular Work Session

Agenda Item 1



Special Recognition

Agenda Item 2

TOWN OF NORTHLAKE

POLICE DEPARTMENT

1400 FM 407

NORTHLAKE, TEXAS 76247

(940) 648-4804



Alex Arnold:

Education has always been a top priority for our agency. I encourage every officer upon their appointment to seek higher education. Benefits of higher education include, higher earning potential, reduced liability for the employer, and an increased understanding of problem solving, to name a few.

Sgt. Alex Arnold was hired by the Northlake Police Department in January 2010. Sgt. Arnold had earned his Associate Degree in Applied Science from Weatherford College prior to joining Northlake PD. Sgt. Arnold and I had many conversations regarding higher education and I expressed the importance of education and informed him about the program. Sgt. Arnold was the first to take advantage of the tuition reimbursement program offered by the Town of Northlake and began taking classes at Tarleton State University in the Fall of 2013.

Although it was a long process, Sgt. Arnold earned his Bachelor Degree in Criminal Justice Administration in May of 2019. Upon receiving his degree, Sgt. Arnold became eligible for the Texas Commission on Law Enforcement (TCOLE) Academic Recognition Award. On July 2, 2019, Sgt. Arnold was recognized by TCOLE for his achievement.

Tonight, I will officially present Sgt. Arnold with his Academic Recognition Certificate and with the Academic Achievement award bar.

TOWN OF NORTHLAKE

POLICE DEPARTMENT

1400 FM 407

NORTHLAKE, TEXAS 76247

(940) 648-4804



Doug Williams:

Detective Doug Williams was the first full-time Detective for the Northlake Police Department beginning in May of 2017. With little experience in this area, he began researching how to become better at his position. Detective Williams applied for and was accepted into the TEEX Texas A&M Engineering Extension Service program for law enforcement regarding the major Crimes Investigator course.

Detective Williams began his course work in October of 2017 and took classes such as:

Basic Criminal Investigation

Forensic Photography

Courtroom Testimony

Death Investigation

Collision Reconstruction

During Detective Williams' time in CID, he has worked and solved Intoxication Manslaughter, Human Trafficking, Aggravated Assault, Burglary and Fraud cases just to name a few.

At this time, I would like to recognize Detective Doug Williams for his achievement by congratulating him on his Major Case Investigator Certification and present him the Certificate of Merit Award bar - this award is presented to members who, by their exemplary actions, distinguish themselves at a particular incident. Examples of exemplary actions include judgment, initiative, courage, teamwork, investigative skills, and immediate recognition and response to law enforcement activity. Detective Williams has gone above and beyond in many of the cases he has investigated, through his persistence, research efforts, and overall ability and is deserving of such an award.



Briefing Items

Agenda Item 3

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Proposed Amendment to The Ridge at Northlake MPD

TMRY Ridge LP, the owner/developer of the proposed development known as The Ridge at Northlake, has submitted a request to amend the Mixed-Use Planned Development (MPD) by adding a provision for a temporary manufactured home.

This request is to only amend the MPD for the temporary manufactured home. A letter of request from the developer's engineer/land planner is attached along with the proposed revisions to the development standards and an exhibit showing the specific location proposed for the temporary manufactured home. A public hearing on the proposed amendment will be scheduled for the August 22nd Town Council meeting, and following the public hearing the Town Council may act on an ordinance to amend the MPD.

Please contact me at 940.242.5703 if you have any questions about this request.



July 22, 2019

Mr. Nathan Reddin
Development Director
Town of Northlake
1500 Commons Circle
Suite 300
Northlake, Texas 76226

Dear Mr. Reddin,

On behalf of our client, we are requesting to amend the Planned Development for "The Ridge at Northlake" community (Ord. No. 18-0726).

As we have moved forward with the development of the community, we realized we had an oversight in our original rezoning request. We did not include "Temporary Manufactured Home" as an allowable use within the planned development, which we needed to do.

Since the community will be located within the Northlake Municipal Management District No. 2, in order for an ad valorem tax bond to be issued by the District, an election must take place. At present, no one lives within the proposed District. The manufactured home will be located within the District for a temporary time period (1 year) and will serve as a residence. This will allow an election to be held with respect to the passing of the bond.

We have included the previously approved development standards for the community with the proposed amendment underlined. (Section 1(C) under "Development Standards"-Pages 2-3) We have also included an additional exhibit (Exhibit D) which shows the general area for where the manufactured home will be located. The only proposed change to the development standards is the section underlined.

If you have any questions, please feel free to contact me at 972.738.0248.

Sincerely,

A handwritten signature in black ink, appearing to read "Jerry Sylo", with a stylized flourish extending to the right.

Jerry Sylo, AICP

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS

THE RIDGE AT NORTHLAKE

COMMUNITY FRAMEWORK

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

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

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

COMMERCIAL TRACTS

(Tracts C-1 and C-2)

1. Uses:
 - A. Permitted uses shall be all principal and accessory uses which are allowed by right in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.
 - B. A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (C) Commercial District, in accordance with Table 5.2 of the Northlake Unified Development Code, as amended.
2. Development Standards: Development shall be in accordance with the development standards established in the Commercial District (C) in the Town of Northlake's Unified Development Code as it exists or may be amended.

SINGLE FAMILY TRACTS

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

GENERAL STANDARDS

1. The design and development of The Ridge at Northlake community shall take place in general accordance with the attached Zoning Plan (Exhibit C).
2. Unless otherwise specified in this planned development, the design and construction of public infrastructure and utilities shall be in accordance with the Town's standards. A Municipal Management District (MMD) may be established and used for funding such infrastructure and utilities.
3. The maximum number of homes in The Ridge at Northlake community shall be 1,115 (3.08 homes/single family gross acre).
4. A minimum of 13.5% (37.75 acres) of land within Tracts SF-1 through SF-4 shall be used as open space.

- A. The open space will be dispersed throughout the community. In order for the open space to be counted towards meeting the minimum requirement, it must be at least 0.5 acre in size or contain recreational elements (i.e. hike & bike trail, etc.), as well as be readily accessible to the residents of The Ridge at Northlake.
- B. The open space shall be owned by a Homeowners Association. A Public Improvement District (PID) or other mutually agreed upon funding mechanism may be established and used for maintenance and operation purposes.
- C. At least one private amenity center shall be provided for residents of The Ridge at Northlake. The amenity center shall include, at a minimum, conditioned space, swimming pool, fitness center, and family lifestyle oriented facilities.
- D. The open space, including the community's amenity center, provided within The Ridge at Northlake community, shall be recognized as meeting all of the Town of Northlake's acreage and/or parkland dedication fee requirements for public and/or private open space for The Ridge at Northlake community

DEVELOPMENT STANDARDS

1. Uses

- A. Permitted uses allowed in Tract SF-1 through SF-5 shall be all principal and accessory uses which are allowed by right in the (RE) Rural Estate District, in accordance with Table 5.2 (Permitted Uses) of the Northlake Unified Development Code, as amended.

Oil and Gas Well Drilling/Production shall be a permitted use allowed by right only upon the Well Pad Sites identified on the Zoning Plan, Exhibit B. Such use(s) shall be subject to the requirements for Oil and Gas Well Sites specified herein.

- B. A Special Use Permit shall be required for all uses otherwise requiring a Special Use Permit in the (RE) Rural Estate District, in accordance with Table 5.2 (Permitted Uses) of the Northlake Unified Development Code, as amended.
- C. Temporary Manufactured Home. One (1) temporary, manufactured home and associated facilities, are permitted on the Property, as necessary for the creation and administration of the Northlake Municipal Management District No. 2. The home and associated facilities shall follow the permitting procedure as established by the Development Director or his/her designee.

The landowner shall notify the Town prior to the installation of the temporary manufactured home. The landowner shall also notify the Town of the make, model, and 911 address of the home no later than 30 days after the home is occupied.

The following do not apply to the temporary manufactured home:

- 1. The development standards set forth in Item #4 below.
- 2. The architectural standards set forth in Item #5 below.

The home shall be removed from the property on or before one calendar year from when the home was placed on the property. Additionally, all associated facilities, including but not limited to, septic, water, electricity, etc. will be removed concurrently.

Neither the conveyance by metes and bounds of any portion of the property to any person for the purpose of qualifying such person to be a member of the board of directors of the District(s), nor the short term placement of a temporary manufactured home on an unplatted tract of land,

shall be considered the development or subdivision of land requiring a plat or otherwise requiring approval of the Town; provided, however, no permanent structure shall be constructed on any portion of the property conveyed for such purpose unless and until the Town has approved a plat for such portion.

2. Oil and Gas Well Site(s) Standards

The Bob Cole 2 (API #42-121-32454-00), Cole Lukens 1 (API #42-121-30908-00), and Cole Lukens 3 (API #42-121-33387-00) are currently operating and producing oil and gas wells located on The Ridge at Northlake property (the "Wells"). Any future drilled wells will be subject to Northlake's Oil and Gas Wells Drilling Regulations, found in Article 13 of the Northlake Unified Development Code ("UDC"), in effect on the effective date of this planned Development Agreement, including any amendments thereto in effect as of such date.

Notwithstanding the above and any setback requirements in Section 13.4 and 13.5 of the UDC and any noise requirements in Section 13.22D of the UDC, the Town of Northlake hereby grants the following variances from the UDC.

- A. All noise requirements in Section 13.22D of the UDC are hereby waived as to the Well and all current and future drilling activities and operations associated therewith, provided however, that operator shall endeavor to minimize any noise associated with such activities on The Ridge at Northlake property; and
- B. Drilling, development, production, and operation activities associated with the Wells may be located closer than 600 feet, but not closer than 300 feet, from any residential structures constructed on The Ridge at Northlake property.

3. The maximum allowable number of homes for each Tract of land identified on Exhibit B shall be as follows:

LOTING MIX

Zoning Tract	Lot Type	SF-50	SF-60	SF-70	1 ACRE	MAX COUNT
SF-1		120 MAX	100 MIN	50 MIN		300
SF-2		100 MAX	50 MIN	30 MIN		204
SF-3		140 MAX	150 MIN	NO MIN		320
SF-4		0	100 MIN	130 MIN		260
SF-5		0	0	0	31	31
						1115

4. Single Family Detached Lot Development Standards:

DEVELOPMENT STANDARD

	TRACTS SF-1 THROUGH SF-4			TRACT SF-5
Lot Type	SF-50	SF-60	SF-70	1 Acre
Minimum Lot Width	50'	60'	70'	100'
Cul-de-sac or Elbow	40'	45'	55'	90'
Minimum Frontage at ROW	30'	30'	30'	30'
Minimum Lot Area	6,000 sq ft	7,200 sq ft	8,400 sq ft	1 Acre
Minimum Lot Depth	110'	110'	110'	200'
Cul-de-sac or Elbow	100'	100'	100'	180'
Minimum Front Yard Setback	20'	20'	20'	25'
Unenclosed Porch/Patio	10'	10'	10'	25'
Swing Garage (Door Facing Side)	15'	15'	15'	25'
Minimum Rear Yard Setback	10'	10'	10'	25'
Accessory Structure	5'	5'	5'	10'
Minimum Side YardSetback	5'	5'	5'	10'
At Corner	15'	15'	15'	15'
Minimum Dwelling Area	1,600 sq ft	1,800 sq ft	2,000 sq ft	2,000 sq ft
Maximum Lot Coverage *	55%	55%	55%	35%
Maximum Height	40'	40'	40'	40'

Maximum Lot Coverage is measured as the area covered by the roof of the residence and garage. Lot coverage excludes any outdoor, covered patio/living area, even if this area is covered by a roof which is integrated into the design of the house.

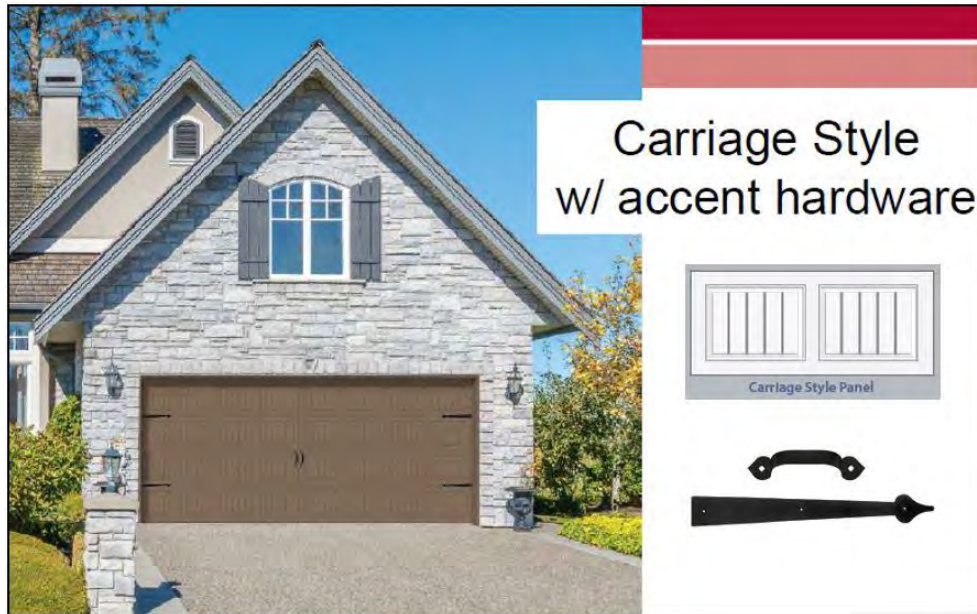
5. Single Family Detached Architectural Standards:

A. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited

from being located next to each other. Homes with the same elevation shall be prohibited from being located across the street from each other.

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

1-CARRIAGE STYLE GARAGE DOOR



COMMUNITY DESIGN STANDARDS

1. Community Buffers:

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

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

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

1. Where single family lots back or side Heritage Trail, a minimum 10' wide landscape buffer with 1 shade tree per 40' of street frontage shall be provided. Trees may be placed in natural groupings.
2. Ground cover may be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, turf, mulched planter beds and hardscape.
3. A minimum 8' wide, concrete trail shall be provided within the buffer and/or street right-of-way on one side of the street.

C. Briarwood Road (Design Exhibit D1):

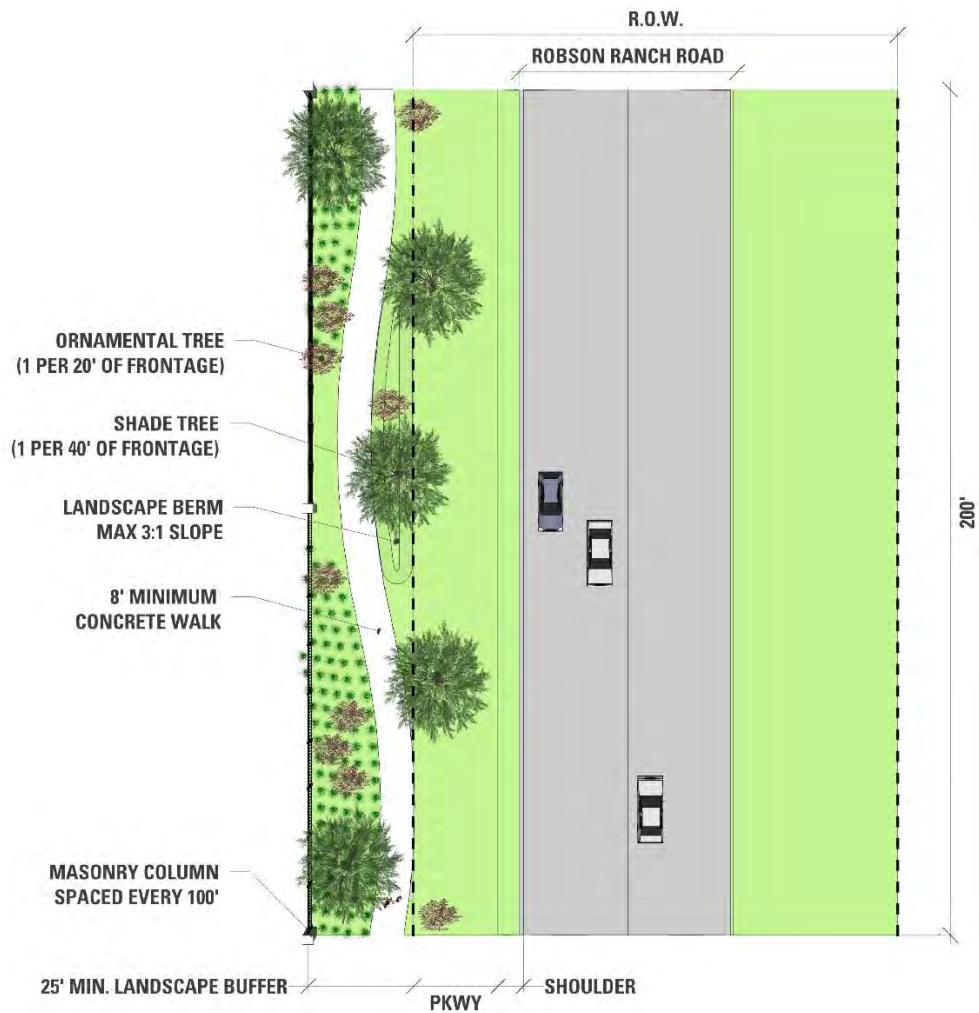
1. A minimum 10' wide landscape buffer with 1 shade tree per 40' of street frontage shall be provided. Trees may be placed in natural groupings.

2. Ground cover may be planted throughout the buffer. Ground cover includes, but is not limited to, shrubs, grasses, turf, mulched planter beds and hardscape.
 3. A minimum 8' wide, concrete trail shall be provided within the buffer and/or street right-of-way on one side of the street..
2. Buffer Vegetation:
 - A. Shade Trees: Shade trees shall be 3 caliper inches in size, measured 12" above the planting surface, at the time of planting. Trees may be located within the buffer or street right-of-way, if approved by the Public Works Director.
 - B. Ornamental Trees: Ornamental trees shall be 2 caliper inches in size at the time of planting. Trees may be located within the buffer or street right-of-way, if approved by the Public Works Director.
 - C. Shrubs: Shrubs shall be a minimum 3 gallons in size at the time of planting and shall attain a minimum height of 3' within two growing seasons.
 3. Irrigation: Landscape buffers shall be irrigated with irrigation systems. Trees and shrubs shall be irrigated by drip irrigation lines. Other landscaping may be irrigated by spray irrigation.
 4. Perimeter Screening:
 - A. Robson Ranch Road (Design Exhibit A1) :
 1. Screening at a minimum, 6' tall and constructed of brick, stone, berms with ornamental, open fencing and landscaping, or a combination thereof.
 - B. Cleveland Gibbs Road, Briarwood Road, and Heritage Trail where lots back (Design Exhibit B1, C1, C2, C3, C4, D1):
 1. Screening shall be, at a minimum, 6' tall board-on-board cedar fencing, ornamental, open fencing and landscaping, or a combination thereof.
 2. The cedar fencing shall have metal poles. The fence's rails shall face the inside of the lot.
 3. The fencing shall be stained to a uniform color and be maintained by the Homeowner's Association.
 5. Neighborhood Entry Features: Architectural features on masonry walls or masonry monuments shall be located at primary entrances for The Ridge at Northlake community. The specific design and location shall be determined at the time of landscape plan approval by the Town.
 6. Alleys: Alleys are allowed but shall not be required.

KEY MAP



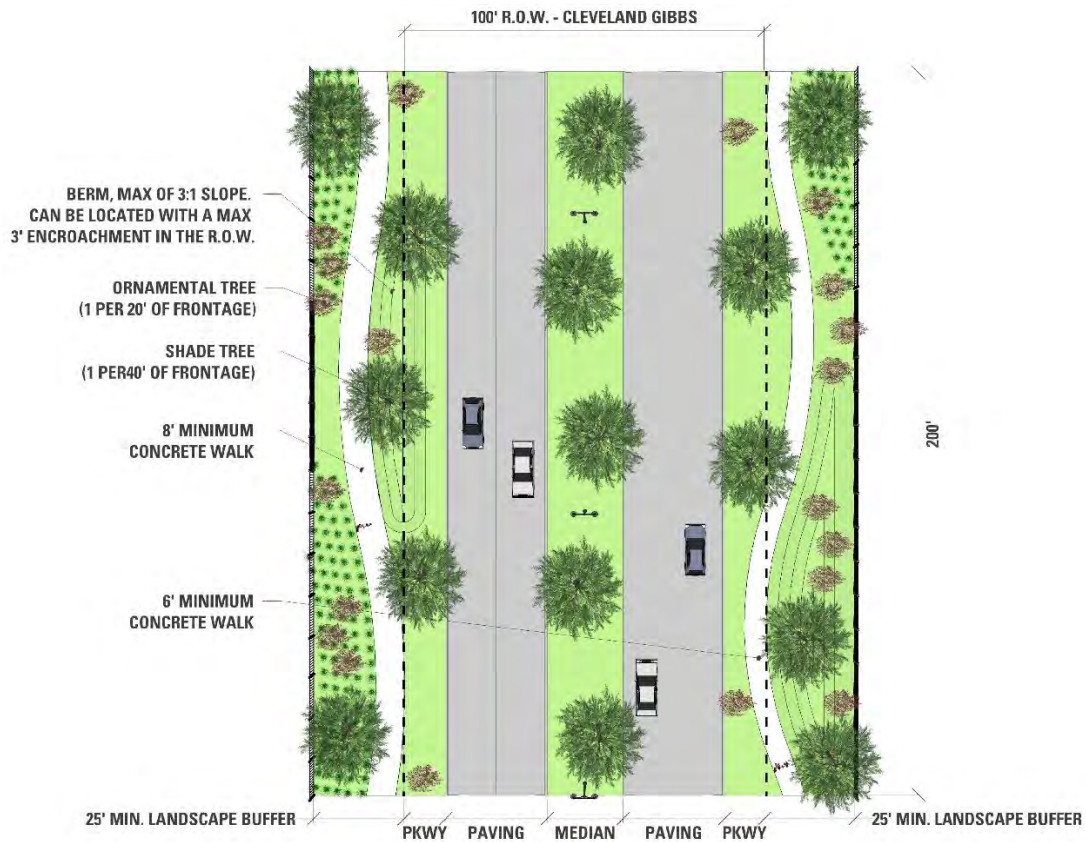
A1 PLAN-ROBSON RANCH RD



A-1 SECTION-ROBSON RANCH RD



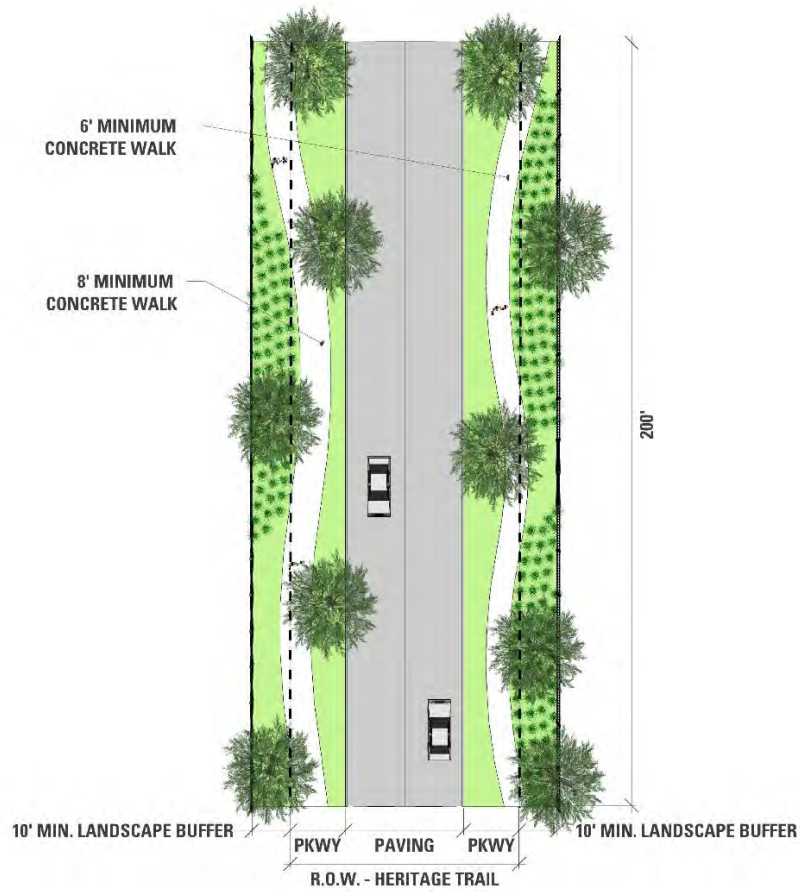
B-1 PLAN-CLEVELAND GIBBS RD



B-1 SECTION-CLEVELAND GIBBS RD



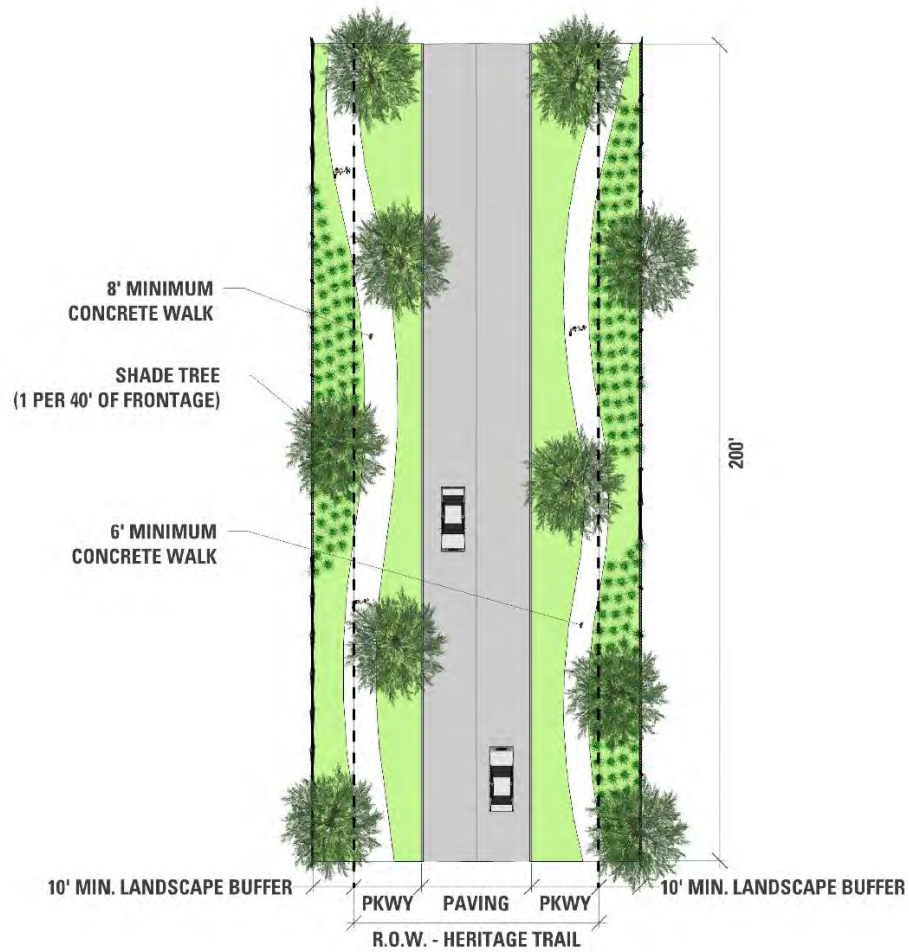
C-1 PLAN-HERITAGE TRAIL



C-1 SECTION-HERITAGE TRAIL



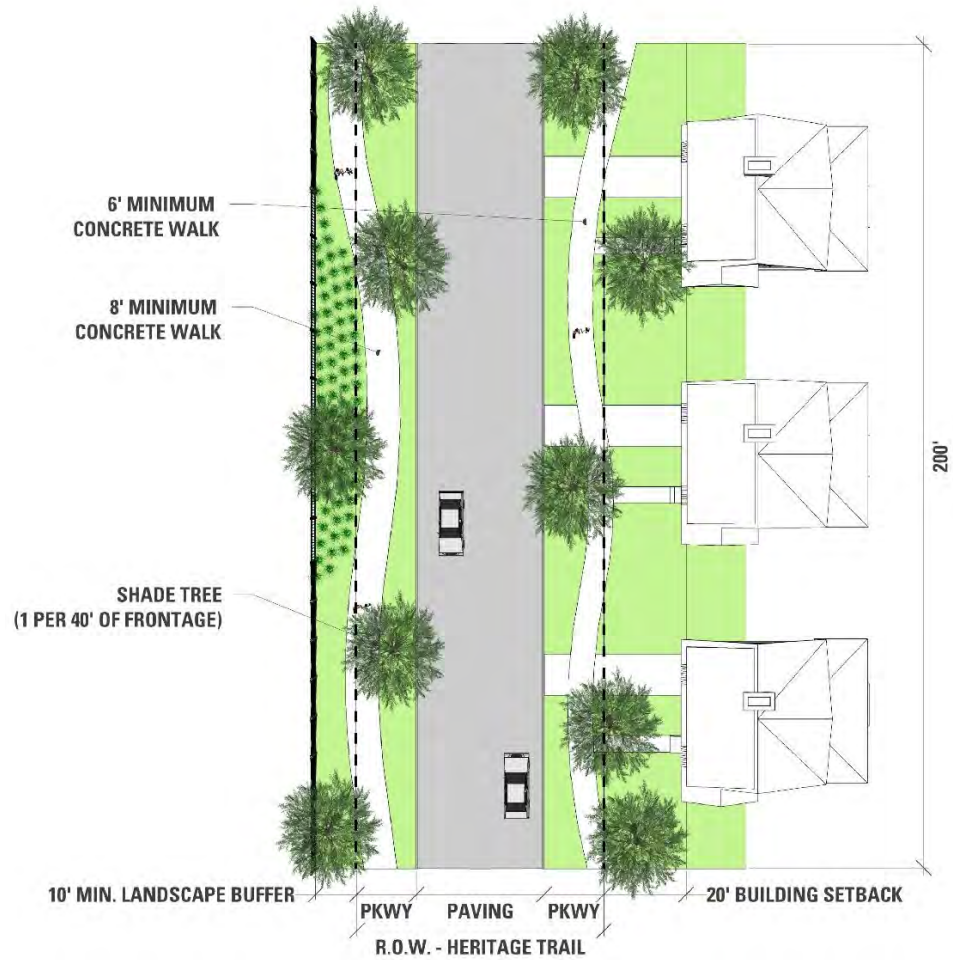
C-2 PLAN-HERITAGE TRAIL



C-2 SECTION-HERITAGE TRAIL



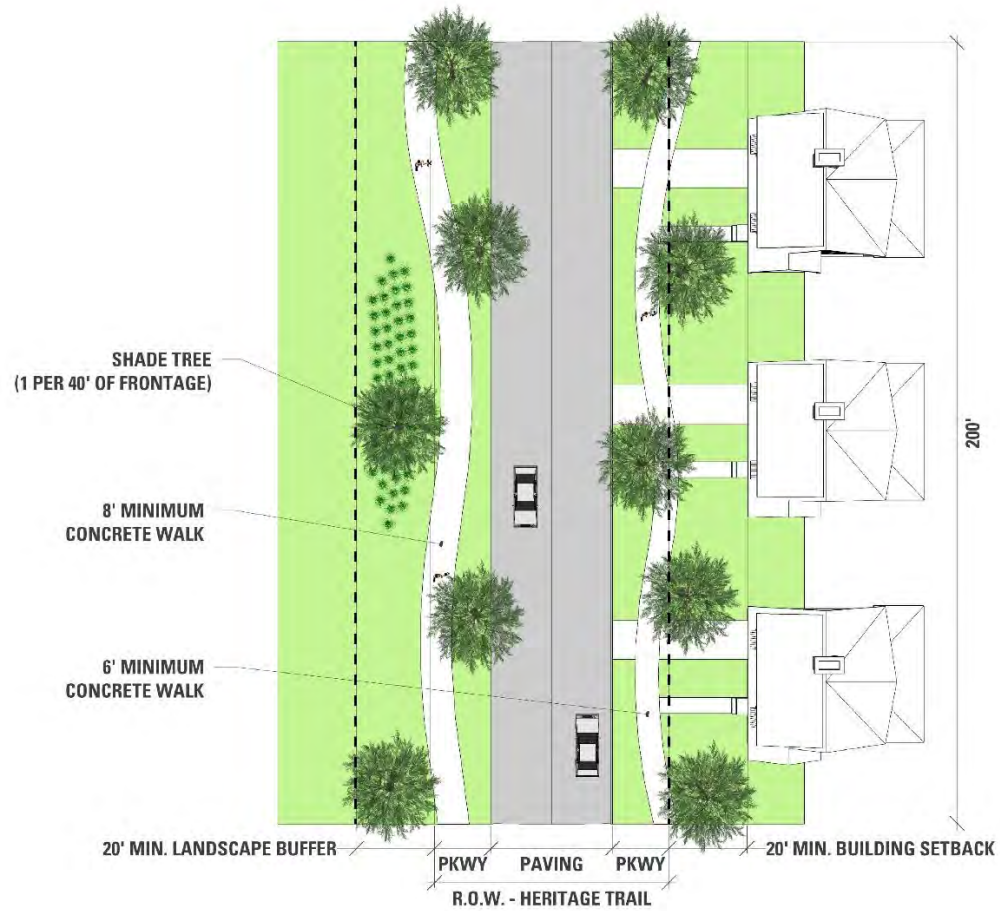
C-3 PLAN-HERITAGE TRAIL



C-3 SECTION-HERITAGE TRAIL



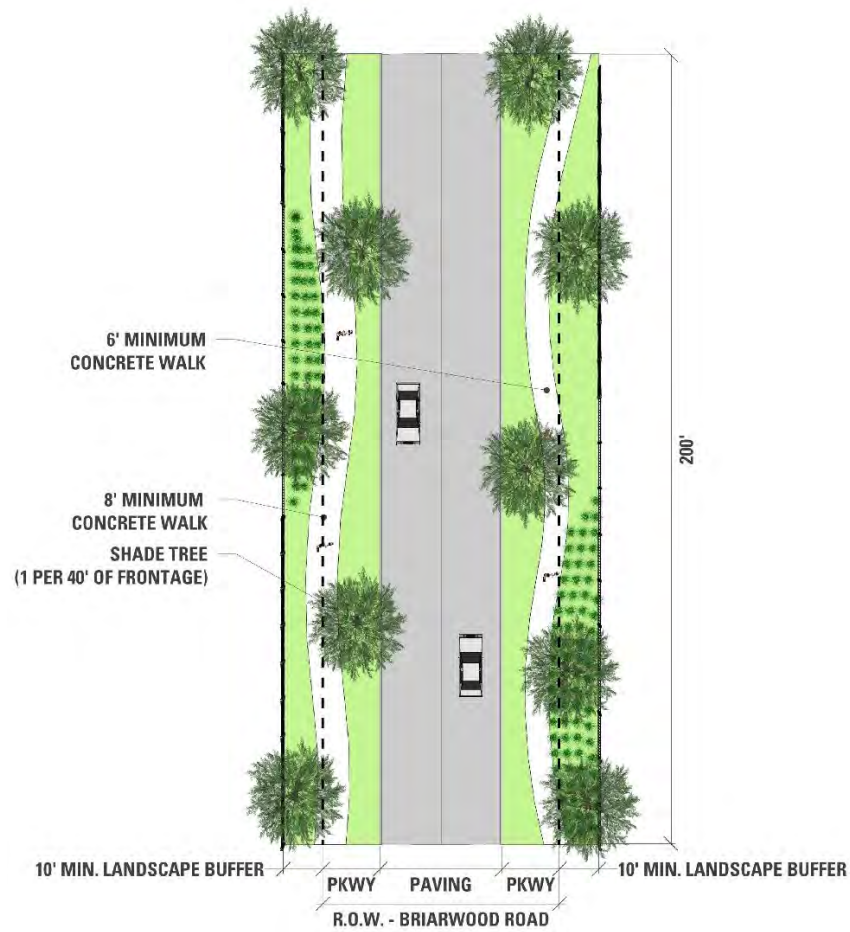
C-4 PLAN-HERITAGE TRAIL



C-4 SECTION-HERITAGE TRAIL

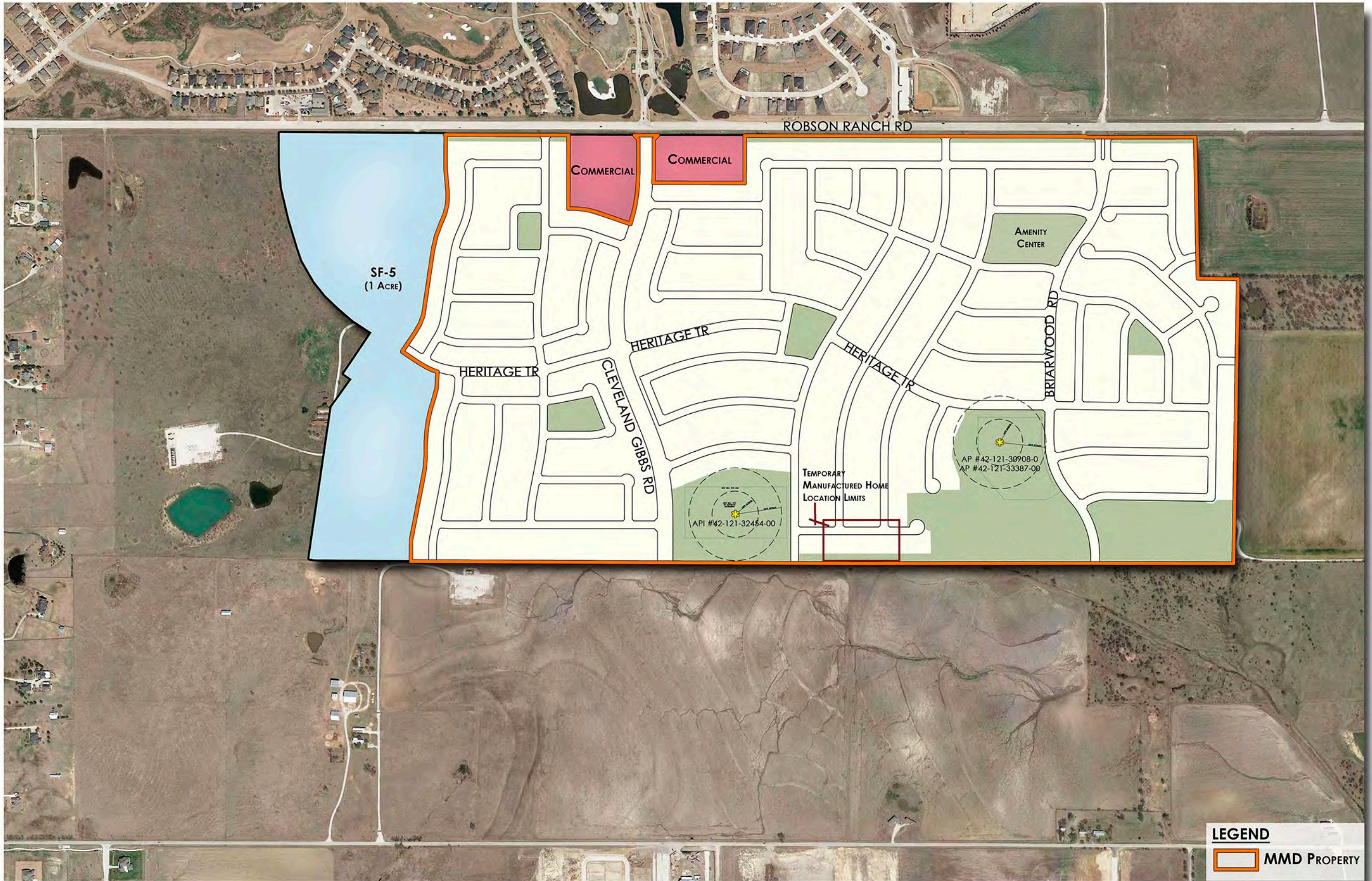


D-1 PLAN-BRIARWOOD RD



D-1 SECTION-BRIARWOOD RD





NOTE: STREET LAYOUT SHOWN IS CONCEPTUAL IN NATURE.
FINAL STREET ALIGNMENTS WILL BE DETERMINED DURING
THE PLATING PROCESS.

THE RIDGE AT NORTHLAKE

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: John Zagurski, Finance Director
Shirley Rogers, Town Secretary

Date: August 1, 2019

Re: Presentation of Fiscal Year 2019-2020 Proposed and 2018-2019 Revised Budgets

The budget planning session to discuss priorities for the fiscal year 2019-2020 budget was held May 23, 2019. At the budget planning session, Town Council reviewed the budget principles for the Town. On June 20, 2019, staff prepared a budget outlook discussing projected revenues and expenses for the Town's major operational funds. On July 11, 2019, Mayor Rettig's preliminary budget was presented to Council and input from Council discussions were incorporated into the budget.

The 2019-2020 Proposed General Fund Budget is based on continuing the 29.5¢ tax rate which includes two types of homestead exemptions: \$15,000 for over 65 and disabled, and a new general 5% homestead exemption. Property taxes are projected to increase 37.5% with over two-thirds of the increase attributable to commercial property. Residential property values increased 38% with over two-thirds of this increase being new construction. Existing residential property values are capped at a 10% increase. With the Town's homestead exemption, local school districts' and Denton County tax rate reduction, the overall increase to homestead property taxes will be around 5%.

The current proposed budget is balanced with increased resources dedicated to public safety and public works. These requested resources are needed to manage the increased scope of Northlake municipal operations. The Town will soon begin construction of water system improvement projects from the \$12 million 2018 debt issuance.

The proposed budget document will be filed with the Town Secretary on July 26, 2019 and will be made available online on the same date at the Town website www.town.northlake.tx.us.

The 2019-2020 Proposed and 2018-2019 Revised Annual Budgets for all funds are:

<u>Fund Title</u>	<u>FY 2019 Revised</u>	<u>FY 2020 Proposed</u>
General Fund	\$4,953,903	\$5,686,230
Capital Projects Fund	\$1,625,000	\$900,000
Debt Service Fund	\$1,331,034	\$1,023,906
Other Special Revenue Funds	\$115,400	\$37,510

Presentation of the Fiscal Year 2019-2020 Proposed and 2018-2019 Revised Budgets

August 1, 2019

Page 2 of 2

<u>Fund Title</u>	<u>FY 2019 Revised</u>	<u>FY 2020 Proposed</u>
Hotel Occupancy Tax Fund	\$110,468	\$138,027
Economic Development Corporation	\$573,318	\$193,227
Community Development Corporation	\$575,818	\$193,227
Utility Fund	\$3,993,367	\$5,074,269
Utility Impact Fee Funds	\$348,000	\$422,000
Utility Capital Projects Fund	\$625,381	\$10,885,881
Equipment Services Fund	\$274,000	\$301,350
Building Services Fund	\$257,312	\$983,808
Technology Services Fund	\$188,000	\$208,000
PID #1 (Harvest)	\$779,600	\$1,005,480
PID #2 (The Highlands)	\$304,316	\$305,816
TIRZ #1 (Canyon Falls)	\$127,027	\$173,839

A detailed presentation will be made to Council at the August 1st Council meeting. Staff will seek input from Council on the proposed budgets to ensure Council budget principles are being addressed.

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



Fiscal Year 2019 - 2020

Preliminary Budget

TOWN OF NORTHLAKE

Property Tax Summary		Certified 2019 Tax Year		
<u>Net Taxable Value:</u>		TOTAL	TIRZ	NET
Total Certified Value as of July 23, 2019		\$ 1,112,871,010	\$ 199,873,344	
Less Exemptions:				
Disabled & Disabled Veteran		\$ (5,307,329)	\$ (646,643)	
Over 65		\$ (1,644,950)		
Homestead Exemption & Cap		\$ (14,042,489)	\$ (235,678)	
Less Value Losses:				
Agricultural Productivity		\$ (106,623,538)	\$ (790,145)	
Non-profit Organization		\$ (9,319,354)	\$ (2,216,830)	
Pollution Control		\$ (329,009)		
Freeport Inventory		\$ (54,474,674)		
Tax Abatements		\$ (60,545,823)		
Total Reduction to Values		<u>\$ (252,287,166)</u>	<u>\$ (3,889,296)</u>	
Net Taxable Value		<u>\$ 860,583,844</u>	<u>\$ 195,984,048</u>	
<u>Estimated Property Tax Collections:</u>				
Net Taxable Value		\$ 860,583,844	\$ 195,984,048	
Proposed Tax Rate per \$100 valuation		\$ 0.2950	\$ 0.0909	
Estimated Property Tax Levy		<u>\$ 2,538,722</u>	<u>\$ 178,149</u>	
<u>Tax Rate Distribution Schedule:</u>		<u>Tax Rate per \$100</u>		
Maintenance and Operations	65%	\$ 0.1903		
Debt Service	35%	\$ 0.1047		
Total Distribution of Tax Rate		<u>\$ 0.295</u>		
<u>Distribution of Estimated Tax Revenue:</u>				
Maintenance and Operations		\$ 1,637,611	\$ (178,149)	1,459,462
Debt Service		\$ 901,111		901,111
Total Estimated Tax Revenue		<u>\$ 2,538,722</u>		<u>\$ 2,360,573</u>



Town of Northlake
GENERAL FUND

Fund: 100	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	1,510,410	1,878,278	1,847,823	1,847,823	1,847,823	2,377,211
REVENUES:						
Court Fines	592,248	510,818	500,000	376,604	500,000	500,000
Sales/Beverage Tax	623,492	642,746	600,000	548,089	750,000	780,000
Ad Valorem Taxes	744,911	885,559	939,707	1,023,505	1,013,350	1,475,462
Permits and Registrations	20,760	31,430	19,550	36,271	41,050	41,450
Franchise Fees	282,277	384,223	380,000	205,472	370,000	385,500
Building Permits	793,743	927,809	1,004,500	908,250	1,104,500	1,400,000
Development Fees	527,041	579,345	502,250	620,267	1,217,750	507,000
Transfers	200,000	200,000	270,881	217,500	270,881	310,881
Other Revenue:	149,495	216,703	208,260	168,410	215,760	289,760
TOTAL REVENUE:	3,933,968	4,378,633	4,425,148	4,104,368	5,483,291	5,690,053
EXPENDITURES:						
Payroll & Benefits	1,873,267	2,174,912	2,717,790	1,710,533	2,498,166	2,665,243
Supplies	116,755	130,814	171,513	95,008	156,718	184,925
Maintenance	189,990	268,290	210,111	105,622	205,611	232,580
Utilities	17,546	18,971	22,775	14,385	23,075	23,415
Services	700,190	860,332	824,889	626,417	932,489	1,173,284
Internal Services	268,352	447,500	449,180	336,885	449,180	529,200
Capital Outlay	-	8,269	6,000	-	16,664	-
Transfers	400,000	500,000	-	-	-	-
TOTAL EXPENDITURES:	3,566,099	4,409,088	4,402,258	2,888,850	4,281,903	4,808,647
REV OVER/(UNDER) EXP	367,868	(30,455)	22,890	1,215,518	1,201,388	881,406
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	1,878,278	1,847,823	1,870,713	3,063,341	3,049,211	3,258,617

Budget Requests

Transfer to Building & Technology Funds - Police Offices Finish Out	650,000	
Police Building Lease		129,030
Police New Positions - PSO, Officer, Captain		323,003
Outdoor Warning Siren System		50,000
Public Works New Positions - 3 Person Crew, Superintendent (50%)		179,791
Development Services New Tracking Software	22,000	16,000
Marketing / Communications Coordinator (25%)		22,880
Salary Adjustments		156,879
Total Budget Requests	672,000	877,583

REVISED REV OVER/(UNDER) EXP 529,388 3,823

REVISED ENDING FUND BAL - UNASSIGNED **2,377,211** **2,381,034**



Town of Northlake
HOTEL OCCUPANCY TAX

Fund: 110	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	1,258,552	1,484,307	1,884,975	1,884,975	1,884,975	2,185,312
REVENUES:						
Taxes / Fees & Fines	267,965	444,447	300,000	308,882	400,000	480,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	17,407	14,421	10,805	7,898	10,805	10,805
TOTAL REVENUE:	285,372	458,868	310,805	316,780	410,805	490,805
EXPENDITURES:						
Payroll & Benefits	34,336	41,048	51,633	59,149	51,633	50,413
Supplies	-	49	-	-	-	-
Maintenance	65	77	-	-	-	-
Utilities	-	-	-	-	-	-
Services	23,476	14,728	58,835	6,307	58,835	59,500
Capital Outlay	-	-	-	-	-	-
Transfers	1,739	2,300	3,235	2,427	-	3,900
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	59,616	58,201	113,703	67,883	110,468	113,813
REV OVER/(UNDER) EXP	225,756	400,667	197,102	248,897	300,337	376,992
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	1,484,307	1,884,975	2,082,077	2,133,872	2,185,312	2,562,304

Budget Requests

Hotel Conference Center Land Purchase (TBD)	
Marketing/Communications Coordinator (25%)	22,880
Salary Adjustment	1,434
Total Budget Requests	24,314
REVISED REV OVER/(UNDER) EXP	352,678
REVISED ENDING FUND BAL - UNASSIGNED	2,537,990



Town of Northlake
SPECIAL REVENUE FUNDS

Fund: <<120,121,150,151,152,153>>	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	250,910	250,722	242,414	242,414	242,414	215,429
REVENUES:						
Court Technology	15,094	18,368	16,000	9,864	16,000	16,000
Court Security	11,324	9,939	12,000	7,398	12,000	12,000
Seatbelt Fees	3,845	3,270	3,000	2,650	3,000	3,000
Online Access Fees	19,646	17,724	18,000	10,698	18,000	18,000
Seized Monies & Goods	(4,200)	6,938	-	-	-	-
State Training	-	1,377	1,400	911	1,400	1,400
Child Safety	2,100	1,438	2,000	2,313	2,000	2,000
Transfers	-	-	-	-	-	-
Interest	3,675	11,007	2,305	25,513	36,015	36,015
Other Revenue:	1,852	-	-	-	-	-
TOTAL REVENUE:	53,335	70,061	54,705	59,348	88,415	88,415
EXPENDITURES:						
Payroll & Benefits	1,098	-	-	-	-	-
Supplies	2,812	2,106	1,000	367	6,000	6,000
Maintenance	5,825	7,422	11,500	6,963	6,500	6,000
Utilities	1,943	-	-	-	-	-
Services	32,188	22,548	22,900	10,005	22,900	23,750
Capital Outlay	9,657	-	5,000	-	5,000	1,760
Transfers	-	46,293	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	53,523	78,369	40,400	17,336	40,400	37,510
REV OVER/(UNDER) EXP	(188)	(8,308)	14,305	42,012	48,015	50,905
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	250,722	242,414	256,719	284,427	290,429	266,334
Budget Requests:						
Transfer to Building Fund- Building Security System					75,000	
Total Budget Requests					75,000	
REVISED REV OVER/(UNDER) EXP					(26,985)	
REVISED ENDING FUND BALANCE					215,429	



Town of Northlake
COURT SECURITY SPECIAL REVENUE

Fund: 120	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	94,340	99,558	60,324	60,324	60,324	(2,676)
REVENUES:						
Court Technology	-	-	-	-	-	-
Court Security	11,324	9,939	12,000	7,398	12,000	12,000
Seatbelt Fees	-	-	-	-	-	-
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Interest	963	2,878	200	6,536	9,000	9,000
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	12,287	12,817	12,200	13,935	21,000	21,000
EXPENDITURES:						
Payroll & Benefits	1,098	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	5,971	5,758	9,000	3,481	9,000	9,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	46,293	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	7,069	52,051	9,000	3,481	9,000	9,000
REV OVER/(UNDER) EXP	5,218	(39,234)	3,200	10,454	12,000	12,000
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	99,558	60,324	63,524	70,778	72,324	9,324
Budget Requests:						
Transfer to Building Fund- Building Security System					75,000	
Total Budget Requests					75,000	
REVISED REV OVER/(UNDER) EXP					(63,000)	
REVISED ENDING FUND BALANCE					(2,676)	



Town of Northlake
COURT TECHNOLOGY SPECIAL REVENUE

Fund: 121	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	13,433	(2,651)	15,530	15,530	15,530	35,530
REVENUES:						
Court Technology	15,094	18,368	16,000	9,864	16,000	16,000
Court Security	-	-	-	-	-	-
Seatbelt Fees	-	-	-	-	-	-
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Interest	781	2,671	-	6,267	9,000	9,000
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	15,876	21,039	16,000	16,131	25,000	25,000
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	4,325	-	-	-	-	-
Utilities	1,943	-	-	-	-	-
Services	16,035	2,858	-	-	-	-
Capital Outlay	9,657	-	5,000	-	5,000	5,000
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	31,960	2,858	5,000	-	5,000	5,000
REV OVER/(UNDER) EXP	(16,084)	18,181	11,000	16,131	20,000	20,000
ENDING FUND BALANCE	(2,651)	15,530	26,530	31,661	35,530	55,530



Town of Northlake
POLICE ASSET FORFEITURE

Fund: 150	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	6,072	3,742	10,084	10,084	10,084	10,099
REVENUES:						
Seatbelt Fees	-	-	-	-	-	-
Seized Monies & Goods	(4,200)	6,938	-	-	-	-
State Training	-	-	-	-	-	-
Child Safety	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Interest	18	4	5	11	15	15
Other Revenue:	1,852	-	-	-	-	-
TOTAL REVENUE:	(2,330)	6,942	5	11	15	15
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	600	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	600	-	-	-	-
REV OVER/(UNDER) EXP	(2,330)	6,342	5	11	15	15
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	3,742	10,084	10,089	10,095	10,099	10,114



Town of Northlake
CHILD SAFETY SPECIAL REVENUE

Fund: 152	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	90,417	92,989	98,054	98,054	98,054	103,554
REVENUES:						
Court Technology	-	-	-	-	-	-
Court Security	-	-	-	-	-	-
Seatbelt Fees	3,845	3,270	3,000	2,650	3,000	3,000
Seized Monies & Goods	-	-	-	-	-	-
State Training	-	-	-	-	-	-
Child Safety	2,100	1,438	2,000	2,313	2,000	2,000
Transfers	-	-	-	-	-	-
Interest	939	2,782	2,100	6,431	9,000	9,000
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	6,884	7,491	7,100	11,394	14,000	14,000
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	2,812	426	1,000	132	6,000	6,000
Maintenance	1,500	1,500	6,500	1,500	1,500	-
Utilities	-	-	-	-	-	-
Services	-	500	1,000	-	1,000	1,850
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	4,312	2,426	8,500	1,632	8,500	7,850
REV OVER/(UNDER) EXP	2,572	5,065	(1,400)	9,763	5,500	6,150
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	92,989	98,054	96,654	107,817	103,554	109,704



Town of Northlake
COURT ONLINE ACCESS FEES

Fund: 153	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	46,232	56,668	57,949	-	40,947	41,507
REVENUES:						
Online Access Fees	19,646	17,724	18,000	10,698	18,000	18,000
Transfers	-	-	-	-	-	-
Interest Revenue	973	2,671	-	6,267	9,000	9,000
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	20,619	20,395	18,000	16,965	27,000	27,000
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	1,680	-	235	-	-
Maintenance	-	5,922	5,000	5,463	5,000	6,000
Utilities	-	-	-	-	-	-
Services	10,182	11,512	11,500	6,524	11,500	11,500
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	10,182	19,114	16,500	12,223	16,500	17,500
REV OVER/(UNDER) EXP	10,437	1,281	1,500	4,742	10,500	9,500
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	56,668	57,949	59,449	40,947	44,747	48,547



Town of Northlake
ECONOMIC DEVELOPMENT CORPORATION

Fund: 130	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	595,579	612,391	584,305	584,305	584,305	393,637
REVENUES:						
Taxes / Fees & Fines	311,471	320,993	300,000	273,115	360,000	375,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	23,048	23,186	22,650	20,480	22,650	22,650
TOTAL REVENUE:	334,519	344,178	322,650	293,595	382,650	397,650
EXPENDITURES:						
Payroll & Benefits	26,554	35,044	38,883	25,021	38,883	37,663
Supplies	465	814	1,700	423	1,700	1,700
Maintenance	1,765	864	2,250	3,052	2,250	3,250
Utilities	-	-	-	-	-	-
Services	28,484	38,238	50,838	53,917	67,985	66,250
Incentives	233,700	270,004	432,500	55,500	432,500	25,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,739	25,800	33,235	24,927	30,000	35,050
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	317,707	370,764	559,406	162,841	573,318	168,913
REV OVER/(UNDER) EXP	16,812	(26,586)	(236,756)	130,754	(190,668)	228,737
ENDING FUND BALANCE	612,391	585,805	347,549	715,059	393,637	622,374

Budget Requests

Marketing / Communications Coordinator (25%)	22,880
Salary Adjustment	1,434
Total Budget Requests	24,314

REVISED REV OVER/(UNDER) EXP **204,423**

REVISED ENDING FUND BAL **598,060**



Town of Northlake
COMMUNITY DEVELOPMENT CORPORATION

Fund: 131	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	575,332	592,138	562,935	562,935	562,935	369,767
REVENUES:						
Taxes / Fees & Fines	311,471	320,993	300,000	273,115	360,000	375,000
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	23,021	23,174	22,650	20,448	22,650	22,650
TOTAL REVENUE:	334,492	344,166	322,650	293,563	382,650	397,650
EXPENDITURES:						
Payroll & Benefits	26,554	34,995	38,583	24,821	38,883	37,663
Supplies	488	814	1,700	487	1,700	1,700
Maintenance	1,765	864	2,250	2,262	3,250	3,250
Utilities	-	-	-	-	-	-
Services	28,439	39,393	49,020	52,144	69,485	66,250
Incentives	233,700	270,004	432,500	55,500	432,500	25,000
Capital Outlay	-	-	-	-	-	-
Transfers	26,739	27,300	33,235	24,927	30,000	35,050
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	317,685	373,370	557,288	160,141	575,818	168,913
REV OVER/(UNDER) EXP	16,807	(29,203)	(234,638)	133,422	(193,168)	228,737
ENDING FUND BALANCE	592,138	562,935	328,297	696,357	369,767	598,504

Budget Requests

Marketing / Communications Coordinator (25%)	22,880
Salary Adjustment	1,434
Total Budget Requests	24,314

REVISED REV OVER/(UNDER) EXP **204,423**

REVISED ENDING FUND BAL **574,190**



Town of Northlake
DEBT SERVICE

Fund: 160	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	249,740	126,530	783,748	783,748	783,748	531,422
REVENUES:						
Taxes / Fees & Fines	408,634	630,735	779,292	833,865	803,800	901,111
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	50,000	550,000	50,000	-	50,000	50,000
Bond Proceeds	8,380,000	-	-	12,218,908	12,218,908	-
Other Revenue:	216,558	2,688	1,200	6,311	6,000	1,200
TOTAL REVENUE:	9,055,192	1,183,423	830,492	13,059,084	13,078,708	952,311
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	-	2,988	5,206	825	5,206	5,206
Capital Outlay	-	-	-	-	-	-
Transfers	6,990,000	-	-	12,000,000	12,000,000	-
Debt Service	2,188,403	523,218	1,325,828	440,926	1,325,828	1,023,906
TOTAL EXPENDITURES:	9,178,403	526,205	1,331,034	12,441,751	13,331,034	1,029,112
REV OVER/(UNDER) EXP	(123,210)	657,218	(500,542)	617,333	(252,326)	(76,801)
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	126,530	783,748	283,206	1,401,081	531,422	454,621



Town of Northlake
WATER & WASTEWATER

Fund: 200	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	2,653,339	2,840,035	4,701,520	4,701,520	4,734,613	4,806,496
REVENUES:						
Water Sales	1,564,207	2,256,247	2,750,000	1,296,635	2,400,000	3,250,000
Water Fees	203,250	226,480	250,250	157,750	250,250	250,250
Sewer Sales	917,177	1,152,270	1,500,000	867,881	1,250,000	1,750,000
Sewer Fees	21,100	30,200	20,000	29,650	40,000	20,000
FWSD Reimbursement	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	87,696	1,427,725	75,050	111,351	125,000	75,050
TOTAL REVENUE:	2,793,430	5,092,921	4,595,300	2,463,266	4,065,250	5,345,300
EXPENSES:						
Payroll & Benefits	331,210	402,466	519,491	314,000	474,497	519,250
Supplies	38,546	36,263	56,082	22,670	38,450	61,082
Maintenance	107,506	103,733	110,185	63,237	104,685	138,810
Wholesale Water	881,097	1,528,569	1,500,000	1,192,520	1,750,000	2,000,000
Sewer Treatment	732,937	595,042	1,000,000	512,808	700,000	1,000,000
Utilities	35,001	38,618	46,620	25,611	46,620	63,220
Services	182,426	189,552	78,400	67,777	78,400	93,600
Internal Services	147,262	104,100	142,615	106,962	142,615	154,800
Capital Outlay	-	-	428,100	164,707	428,100	428,100
Transfers	150,000	200,000	230,000	172,500	230,000	300,881
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	2,605,985	3,198,343	4,111,493	2,642,793	3,993,367	4,759,743
REV OVER/(UNDER) EXP	187,445	1,894,578	483,807	(179,528)	71,883	585,557
ENDING FUND BALANCE	2,840,785	4,734,613	5,185,327	4,521,992	4,806,496	5,392,053
Less: Net Capital Assets	(2,609,785)	(4,444,530)	(4,444,530)	(4,444,530)	(4,444,530)	(4,444,530)
Less: Customer Deposits	(306,985)	(446,676)	(523,977)	(531,729)	(531,727)	(531,727)
Changes to Fund Balance	-	(33,093)	-	-	-	-
UNRESTRICTED FUND BALANCE	(75,985)	(189,686)	216,819	(454,267)	(169,762)	415,795

Budget Requests

Public Works New Position - 3 Person Crew, Superintendent (50%)	179,791
Technology Upgrades - SCADA, Meter Reader	44,300
System Improvements - Sewer Video Camera	11,500
Salary Adjustments	28,935
Water and Wastewater Rate Study	50,000
Total Budget Requests	314,526

REVISED REV OVER/(UNDER) EXP **271,031**

REVISED ENDING UNRESTRICTED FUND BAL **101,269**



Town of Northlake
COST RECOVERY

Fund: 201	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	426,956	428,237	431,148	431,148	431,148	824,796.73
REVENUES:						
Water Sales	-	-	-	-	-	-
Water Fees	-	-	-	-	-	-
Sewer Sales	-	-	-	-	-	-
Sewer Fees	-	-	-	-	-	-
Cost Recovery Fees	-	-	-	305,000	433,149	200,000
Transfers	-	-	-	-	-	-
Other Revenue:	1,507	3,000	-	6,735	-	-
TOTAL REVENUE:	1,507	3,000	-	311,735	433,149	200,000
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	225	90	-	810	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	225	90	-	810	-	-
REV OVER/(UNDER) EXP	1,282	2,910	-	310,925	433,149	200,000
ENDING FUND BALANCE	428,237	431,148	431,148	742,072	864,297	1,024,797
Less: Net Capital Assets	-	-	-	-	-	-
Less: Upper Trinity Deposits	(288,000)	(288,000)	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	140,237	143,148	431,148	742,072	864,297	1,024,797

Emergency Generator Automatic Transfer	39,500
Total Budget Requests	39,500
REVISED REV OVER/(UNDER) EXP	393,649
REVISED ENDING UNRESTRICTED FUND BAL	824,797



Town of Northlake
WATER IMPACT FEES - NORTH

Fund: 202	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	8,402	279,528	595,318	595,318	595,318	747,018
REVENUES:						
Water Impact Fees	307,575	338,973	250,000	286,473	300,000	400,000
Sewer Impact Fees	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Other Revenue:	17,278	15,972	1,700	6,331	1,700	1,700
TOTAL REVENUE:	324,853	354,945	251,700	292,804	301,700	401,700
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	38,535	29,521	200,000	33,118	150,000	100,000
Capital Outlay	-	-	-	1,077	-	-
Transfers	-	-	-	-	-	-
Debt Service	15,192	9,634	-	-	-	-
TOTAL EXPENSES:	53,727	39,155	200,000	34,195	150,000	100,000
REV OVER/(UNDER) EXP	271,125	315,790	51,700	258,609	151,700	301,700
ENDING FUND BALANCE	279,528	595,318	647,018	853,927	747,018	1,048,718
Less: Net Capital Assets	(625,213)	(618,301)	(618,301)	(618,301)	(618,301)	(618,301)
Less: Future Impact Fees	(13,444)	(13,444)	(13,444)	(13,444)	(13,444)	(13,444)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(359,129)	(36,428)	15,272	222,181	115,272	416,972



Town of Northlake
WATER CAPITAL PROJECTS

Fund: 203	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	731,964	693,813	683,515	683,515	683,515	12,097,634
REVENUES:						
Water Sales	-	-	-	-	-	-
Water Fees	-	-	-	-	-	-
Sewer Sales	-	-	-	-	-	-
Sewer Fees	-	-	-	-	-	-
Cost Recovery Fees	-	-	-	-	-	-
Transfers	-	-	10,000,000	12,000,000	12,000,000	-
Other Revenue:	13,504	26,122	-	242,275	-	-
TOTAL REVENUE:	13,504	26,122	10,000,000	12,242,275	12,000,000	-
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	40,776	25,778	5,300	105,800	505,300	5,300
Capital Outlay	-	-	10,000,000	-	50,000	10,850,000
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	10,879	10,642	30,581	3,673	30,581	30,581
TOTAL EXPENSES:	51,655	36,420	10,035,881	109,472	585,881	10,885,881
REV OVER/(UNDER) EXP	(38,151)	(10,298)	(35,881)	12,132,803	11,414,119	(10,885,881)
ENDING FUND BALANCE	693,813	683,515	647,634	12,816,317	12,097,634	1,211,753
Less: Net Capital Assets	(1,023,427)	(997,986)	(997,986)	(997,986)	(997,986)	(997,986)
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	(329,615)	(314,472)	(350,353)	11,818,331	11,099,647	213,766



Town of Northlake
WATER IMPACT FEES - SOUTH

Fund: 204	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	1,022,565	1,170,004	1,340,481	1,340,481	1,340,481	1,644,181
REVENUES:						
Water Impact Fees	160,946	363,811	200,000	437,941	450,000	200,000
Sewer Impact Fees	40,975	44,350	50,000	165,745	50,000	50,000
Transfers	-	-	-	-	-	-
Other Revenue:	1,174	2,695	1,700	6,331	1,700	1,700
TOTAL REVENUE:	203,095	410,856	251,700	610,017	501,700	251,700
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	55,656	240,379	512,000	189,649	198,000	322,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	55,656	240,379	512,000	189,649	198,000	322,000
REV OVER/(UNDER) EXP	147,439	170,478	(260,300)	420,368	303,700	(70,300)
ENDING FUND BALANCE	1,170,004	1,340,481	1,080,181	1,760,849	1,644,181	1,573,881
Less: Net Capital Assets	-	-	-	-	-	-
Less: Future Impact Fees	-	-	-	-	-	-
Changes to Fund Balance	-	-	-	-	-	-
UNRESTRICTED FUND BALANCE	1,170,004	1,340,481	1,080,181	1,760,849	1,644,181	1,573,881



Town of Northlake
CAPITAL PROJECTS

Fund: 301	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	11,071	5,959,853	2,419,659	2,419,659	2,419,659	1,214,659
REVENUES:						
Taxes / Fees & Fines	-	-	-	-	-	-
Permits and Registrations	-	-	-	-	-	-
Franchise Fees	-	-	-	-	-	-
Building Permits	-	-	-	-	-	-
Development	-	-	-	-	-	-
Transfers	6,685,000	-	-	-	-	-
Bond Proceeds	-	-	6,700,000	-	-	-
Other Revenue:	1,235,504	110,932	-	42,123	420,000	-
TOTAL REVENUE:	7,920,504	110,932	6,700,000	42,123	420,000	-
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	353,795	132,961	-	126,360	125,000	-
Capital Outlay	1,617,927	3,518,165	3,550,000	1,417,969	1,500,000	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	1,971,722	3,651,125	3,550,000	1,544,329	1,625,000	-
REV OVER/(UNDER) EXP	5,948,782	(3,540,194)	3,150,000	(1,502,206)	(1,205,000)	-
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	5,959,853	2,419,659	5,569,659	917,453	1,214,659	1,214,659

Budget Requests

Cleavland-Gibbs South ROW Acquisition	300,000
Strader and Holder Road Base Repair	250,000
Old Justin Road (Faught to 1800' east)	276,000
Road Projects Contingency	74,000
Total Budget Requests	900,000

REVISED REV OVER/(UNDER) EXP	(900,000)
REVISED ENDING FUND BAL	314,659



Town of Northlake
NORTHLAKE PID#1 - HARVEST COMMUNITY

Fund: 401	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:		758	4,133	(666)	(666)	(116)
REVENUES:						
Assessments	294,469	501,736	780,150	774,547	780,150	1,005,480
Transfers	-	-	-	-	-	-
Other Revenue:	-	-	-	-	-	-
TOTAL REVENUE:	294,469	501,736	780,150	774,547	780,150	1,005,480
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	288,104	503,161	779,600	769,133	779,600	1,005,480
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	288,104	503,161	779,600	769,133	779,600	1,005,480
REV OVER/(UNDER) EXP	6,365	(1,425)	550	5,414	550	-
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	6,365	(666)	4,683	4,748	(116)	(116)



Town of Northlake
NORTHLAKE PID#2 - THE HIGHLANDS

Fund: 402	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	1,379,116	118,594	125,790	123,460	123,460	147,046
REVENUES:						
Assessments	316,034	313,949	317,902	314,453	317,902	320,437
Transfers	-	-	-	-	-	-
Other Revenue	8,857	482	10,000	54	10,000	10,000
Other Financing Sources	-	-	-	-	-	-
TOTAL REVENUE:	324,892	314,430	327,902	314,506	327,902	330,437
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	-	21,436	11,041	11,041	11,041	11,041
Utilities	-	-	-	-	-	-
Services	1,309,538	15,334	13,150	4,139	13,150	13,150
Transfers	-	-	-	-	-	-
Bond Debt Service	275,875	272,795	280,125	36,947	280,125	281,625
TOTAL EXPENDITURES:	1,585,413	309,565	304,316	52,127	304,316	305,816
REV OVER/(UNDER) EXP	(1,260,521)	4,866	23,586	262,380	23,586	24,621
Changes to Fund Balance	-	-	-	-	-	-
ENDING FUND BALANCE	118,594	123,460	149,376	385,840	147,046	171,667



Town of Northlake
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	(1,385)	5,197	46,896	46,896	46,896	46,896
REVENUES:						
Ad Valorem Taxes	36,896	73,451	127,027	127,027	127,027	178,149
Transfers	-	-	-	-	-	-
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	36,896	73,451	127,027	127,027	127,027	178,149
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	97,027	-	97,027	143,839
Utilities	-	-	-	-	-	-
Services	30,314	31,751	30,000	4,741	30,000	30,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	30,314	31,751	127,027	4,741	127,027	173,839
REV OVER/(UNDER) EXP	6,582	41,700	-	122,286	-	-
ENDING FUND BALANCE	5,197	46,896	46,896	169,182	46,896	46,896



Town of Northlake
TECHNOLOGY SERVICES FUND

Fund: 504	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	-	89,719	36,019	47,295	47,295	38,795
REVENUES:						
Mayor & Council	-	6,500	6,500	4,875	6,500	9,000
Administration-GF	100,000	12,000	12,000	9,000	12,000	16,500
Town Secretary	-	5,000	5,000	3,750	5,000	6,900
Municipal Courts	-	16,000	16,000	12,000	16,000	22,100
Development	-	6,500	6,500	4,875	6,500	9,000
Police	-	47,000	47,000	35,250	47,000	65,000
Public Works	-	13,000	13,000	9,750	13,000	18,000
Administration-HOT	-	1,500	1,500	1,125	1,500	2,000
Administration-EDC	-	1,500	1,500	1,500	1,500	3,850
Administration-CDC	-	1,500	1,500	1,500	1,500	3,850
Administration-WS Fund	-	4,000	4,000	3,000	4,000	5,500
Utility Department	-	15,000	15,000	11,250	15,000	20,800
Interest Revenue	-	-	-	-	-	-
TOTAL REVENUE:	100,000	129,500	129,500	97,875	129,500	182,500
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Maintenance	428	8,912	16,000	6,979	16,000	16,000
Utilities	-	14,720	31,000	18,903	31,000	31,000
Services	9,853	95,260	111,000	139,878	141,000	111,000
Capital Outlay	-	53,032	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	10,281	171,924	158,000	165,760	188,000	158,000
REV OVER/(UNDER) EXP	89,719	(42,424)	(28,500)	(67,885)	(58,500)	24,500
ENDING FUND BALANCE	89,719	47,295	7,519	(20,590)	(11,205)	63,295
Budget Requests:						
Transfer from General Fund					(50,000)	
Police Offices Network and Telecommunications						50,000
Total Budget Requests					(50,000)	50,000
REVISED REV OVER/(UNDER) EXP					(8,500)	(25,500)
REVISED ENDING FUND BALANCE					38,795	13,295



Town of Northlake
EQUIPMENT SERVICES FUND

Fund: 505	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
BEGINNING FUND BALANCE:	48,348	118,335	114,361	134,037	134,037	93,537
REVENUES:						
Equip. Service Revenue-PD	110,000	110,000	110,000	82,500	110,000	150,000
Equip. Service Revenue-PW	25,000	25,000	25,000	18,750	25,000	50,000
Equip. Service Revenue-Utilities	125,000	75,000	75,000	56,250	75,000	100,000
Equip. Service Revenue-Dev	-	12,000	12,000	9,000	12,000	12,000
Sale of Equipment Proceeds	-	32,761	11,000	-	11,000	11,000
Transfer from Debt Fund	305,000	-	-	-	-	-
Transfers from GF	-	-	-	-	-	-
Transfers from UF	-	-	-	-	-	-
Bond Proceeds	-	-	-	-	-	-
Insurance Proceeds	49,677	32,878	-	1,576	-	-
Other Revenue	9,067	2,774	500	6,529	500	500
TOTAL REVENUE:	623,745	290,413	233,500	174,604	233,500	323,500
EXPENSES:						
Supplies	-	-	-	-	-	-
Maintenance	44,818	64,612	7,000	2,076	7,000	7,000
Utilities	-	-	-	-	-	-
Services	-	731	-	-	-	-
Capital Outlay	508,941	209,367	267,000	114,779	267,000	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	553,758	274,711	274,000	116,855	274,000	7,000
REV OVER/(UNDER) EXP	69,986	15,702	(40,500)	57,749	(40,500)	316,500
ENDING FUND BALANCE	118,335	134,037	73,861	191,786	93,537	410,037
Budget Requests:						
Police Vehicle Replacements (2)						135,000
Police Vehicle for Captain						39,000
Public Works Pickup for Superintendent						35,500
Public Works Crew Cab						66,500
Public Works Mower						18,350
Total Budget Requests						294,350
REVISED REV OVER/(UNDER) EXP						22,150
REVISED ENDING FUND BALANCE						115,687



Town of Northlake
BUILDING SERVICES FUND

Fund: 506	FY 2017	FY 2018	FY 2019	FY 2019	FY 2019	FY 2020
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	Budget	Budget
BEGINNING FUND BALANCE:	238,419	566,402	158,412	140,473	140,473	808,161
REVENUES:						
Interest Income	1,159	2,695	-	6,323.77	-	-
Insurance Proceeds	43,812	3,025	-	-	-	-
Mayor & Council	825	400	13,890	10,418	13,890	15,300
Administration-GF	266,000	107,000	17,360	13,020	17,360	19,100
Town Secretary	6,958	3,100	6,945	5,209	6,945	7,600
Municipal Courts	20,870	9,200	20,830	15,623	20,830	22,900
Development	8,696	3,800	8,680	6,510	8,680	9,500
Police	62,611	63,400	97,225	72,919	97,225	106,900
Public Works	17,392	7,600	31,250	23,438	31,250	34,400
Administration-HOT	1,739	800	1,735	1,301	1,735	1,900
Administration-EDC	1,739	800	1,735	1,301	1,735	1,950
Administration-CDC	1,739	800	1,735	1,301	1,735	1,950
Administration-WS Fund	4,870	2,200	10,420	7,815	10,420	11,500
Utility Department	17,392	7,900	38,195	28,646	38,195	42,000
Court Security	-	46,293	-	-	-	-
Maintenance Reserve	-	-	-	-	-	-
TOTAL REVENUE:	455,803	259,013	250,000	193,824	250,000	275,000
EXPENSES:						
Rent	21,684	21,732	146,660	91,289	146,660	198,156
Supplies	2,304	4,872	3,100	7,081	3,100	3,100
Maintenance	5,562	15,043	8,000	29,058	8,000	8,000
Utilities	24,473	10,938	15,000	9,560	15,000	15,000
Services	73,797	18,318	84,552	70,769	84,552	84,552
Capital Outlay	-	614,040	-	12,111	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	127,820	684,942	257,312	219,867	257,312	308,808
REV OVER/(UNDER) EXP	327,983	(425,930)	(7,312)	(26,044)	(7,312)	(33,808)
ENDING FUND BALANCE	566,402	140,473	151,100	114,429	133,161	774,353
Budget Requests:						
Transfer from Court Security					(75,000)	
Transfer from General Fund					(600,000)	
Police Office Finish-Out and Furniture						475,000
Town Hall and Police Security System and Parking Lot						200,000
Total Budget Requests					(675,000)	675,000
REVISED REV OVER/(UNDER) EXP					667,688	(708,808)
REVISED ENDING FUND BALANCE					808,161	99,353



Town of Northlake
DEPARTMENT REPORT

	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
COUNCIL						
EXPENDITURES:						
Payroll & Benefits	1,997	2,071	2,600	1,769	2,600	2,600
Supplies	625	2,561	1,940	3,417	3,170	3,040
Maintenance	65	-	-	-	-	-
Utilities	629	807	750	292	750	750
Services	12,640	25,417	7,500	13,866	15,000	14,500
Internal Services	825	6,900	20,390	15,293	20,390	24,300
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	16,781	37,757	33,180	34,636	41,910	45,190
ADMINISTRATION						
EXPENDITURES:						
Payroll & Benefits	321,999	321,693	438,546	319,338	438,546	428,929
Supplies	14,336	6,329	7,925	3,106	7,925	7,925
Maintenance	4,933	8,276	2,150	106	2,150	2,150
Utilities	1,529	1,376	1,200	1,129	1,200	1,200
Services	180,012	150,481	30,360	148,950	211,825	230,075
Internal Services	16,000	119,000	29,360	22,020	29,360	35,600
Capital Outlay	-	-	-	2,326	-	-
Transfers	50,000	500,000	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	588,808	1,107,156	509,541	496,975	691,006	705,879
TOWN SECRETARY						
EXPENDITURES:						
Payroll & Benefits	92,896	95,113	102,686	76,995	102,686	102,686
Supplies	2,369	2,450	3,610	1,648	3,610	3,610
Maintenance	146	-	500	-	500	500
Utilities	-	-	-	-	-	-
Services	17,340	15,314	24,750	8,375	18,750	20,750
Internal Services	6,958	8,100	11,945	8,959	11,945	14,500
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	119,709	120,976	143,491	95,977	137,491	142,046



Town of Northlake
DEPARTMENT REPORT

	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
MUNICIPAL COURT						
EXPENDITURES:						
Payroll & Benefits	197,385	196,283	213,405	157,893	213,405	216,305
Supplies	3,794	3,126	6,040	1,673	4,540	4,540
Maintenance	2,537	180	-	-	-	-
Utilities	-	-	-	-	-	-
Services	32,257	32,669	30,500	16,726	25,000	26,000
Internal Services	20,870	25,200	36,830	27,623	36,830	45,000
Capital Outlay	-	-	-	543	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	256,844	257,457	286,775	204,457	279,775	291,845
DEVELOPMENT SERVICES						
EXPENDITURES:						
Payroll & Benefits	75,249	126,564	227,434	116,629	173,955	219,890
Supplies	1,738	3,639	5,000	2,928	3,975	4,000
Maintenance	546	624	2,400	932	2,400	2,400
Utilities	579	1,236	1,200	1,233	1,500	1,500
Services	308,282	456,190	357,850	324,388	492,200	580,000
Internal Services	8,696	22,300	27,180	20,385	27,180	30,500
Capital Outlay	-	-	-	3,095	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	395,090	610,551	621,064	469,590	701,210	838,290
POLICE						
EXPENDITURES:						
Payroll & Benefits	939,339	1,139,308	1,367,862	933,040	1,280,926	1,328,718
Supplies	66,044	75,389	104,068	56,268	90,568	108,180
Maintenance	25,640	47,117	45,336	30,953	40,836	54,655
Utilities	5,247	8,614	8,600	5,638	8,600	8,940
Services	56,079	51,986	64,008	38,536	59,508	65,313
Internal Services	172,611	220,400	254,225	190,669	254,225	301,900
Capital Outlay	-	6,679	-	16,664	16,664	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	1,264,959	1,549,493	1,844,099	1,271,767	1,751,327	1,867,706



Town of Northlake
DEPARTMENT REPORT

	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
PUBLIC WORKS - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	243,269	290,928	350,257	191,201	271,048	351,115
Supplies	27,809	36,858	42,930	25,967	42,930	53,630
Maintenance	150,524	211,776	159,725	73,631	159,725	172,875
Utilities	9,563	6,938	11,025	6,093	11,025	11,025
Services	34,933	31,785	28,000	20,909	28,000	28,000
Internal Services	42,392	45,600	69,250	51,938	69,250	77,400
Capital Outlay	-	1,590	6,000	271	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	508,489	625,475	667,187	370,011	581,978	694,045
NON-DEPARTMENTAL - GENERAL FUND						
EXPENDITURES:						
Payroll & Benefits	1,133	2,952	15,000	2,412	15,000	15,000
Supplies	41	462	-	-	-	-
Maintenance	5,598	318	-	-	-	-
Utilities	-	-	-	-	-	-
Services	58,648	96,490	82,206	54,668	82,206	208,646
Internal Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	350,000	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	415,420	100,222	97,206	57,080	97,206	223,646
ADMINISTRATION - UTILITY FUND						
EXPENSES:						
Payroll & Benefits	111,994	112,125	122,501	77,416	111,105	119,102
Supplies	5,795	1,721	4,200	162	4,200	4,200
Maintenance	1,322	4,342	600	-	600	600
Utilities	-	-	-	-	-	-
Services	114,912	112,833	36,100	22,397	36,100	36,100
Internal Services	4,870	6,200	14,420	10,815	14,420	17,000
Capital Outlay	-	-	-	769	-	-
Transfers	150,000	200,000	230,000	172,500	230,000	300,881
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	388,893	437,221	407,821	284,060	396,425	477,883



Town of Northlake
DEPARTMENT REPORT

	FY 2017 Actual	FY 2018 Actual	FY 2019 Original Budget	FY 2019 Actual As of 6/30	FY 2019 Revised Budget	FY 2020 Proposed Budget
<u>PUBLIC WORKS - UTILITY FUND</u>						
EXPENSES:						
Payroll & Benefits	219,216	290,341	396,990	251,711	363,392	398,943
Supplies	32,751	34,542	51,882	22,508	34,250	56,882
Maintenance	106,183	99,391	109,585	63,237	104,085	138,210
Utilities	1,649,035	2,162,229	2,546,620	1,730,939	2,496,620	3,063,220
Services	38,649	50,518	42,300	37,681	42,300	57,500
Internal Services	142,392	97,900	128,195	96,147	128,195	137,800
Capital Outlay	-	-	428,100	163,939	428,100	428,100
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	2,188,227	2,734,921	3,703,672	2,366,162	3,596,942	4,280,655
<u>PUBLIC WORKS - NON-DEPARTMENTAL</u>						
EXPENSES:						
Payroll & Benefits	-	-	-	27	-	-
Supplies	-	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	28,865	26,201	-	7,699	-	-
Internal Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	28,865	26,201	-	7,726	-	-



Regular Session

Agenda Item 4



Public Input

Agenda Item 5



Consent Items

Agenda Item 6



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council
Special Called Meeting Minutes
Thursday, June 20, 2019
Chamber Room
1500 Commons Circle, Suite 300 –Northlake, Texas**

1. Mayor David Rettig called the work session to order at 6:30 pm, quorum present

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

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

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

Invocation given by Police Chief Robert Crawford

Mayor Rettig led the Pledge of Allegiance to U.S. Flag

2. Briefing Items

A. Preliminary Budget Outlook for Fiscal Year 2019-2020 - given by Mayor Rettig and Drew Corn, Town Administrator - budget based on property tax rate of 29.5 cents and 5% exemption; sales tax at new normal levels, Town continues core responsibilities for public safety, road maintenance and development oversight; 30 % increase in values in new residential and 100% increase in commercial values; new positions to handle growth and complexity; deferred and delayed services; continued investment in infrastructure. Budget requests from various departments were discussed along with debt service fund balances and capital project fund and projects

3. Mayor Rettig called the special called meeting to order at 7:59 pm, quorum present

4. Public Input - none

5. Consent Items

Mayor Rettig pulled Item C for further discussion as requested by Council Member Hardeman

Council Member Hardeman made the motion to approve the Items B & D. 2nd by Council Member Sessions

Vote: motion passed unanimous

For: Hardeman, Sessions, Simpson, Montini, Lambert

Against: none

- B. Town Council meeting minutes of May 23, 2019
- D. FY 19-20 Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System between Denton County & Northlake Police Department
- C. Council Member Hardeman made the motion to approve Resolution No. 19-12 approving the Town of Northlake Investment Policy. 2nd by Mayor Pro-Tem Montini
 - Vote: motion passed unanimous
 - For: Hardeman, Montini, Lambert, Sessions, Simpson
 - Against: none

6. Regular Items

- E. Mayor Pro-Tem Montini made the motion to approve the Preliminary Plat of Harvest Phase 4B, 4C, 5 & 6, a subdivision consisting of 474 single-family residential lots and 11 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 118.673-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of Old Justin Road between Cleveland-Gibbs and Harvest Way. Belmont 407, LLC and Harvest Phase 4, LLC are the owners/applicants/developers. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-19-001. 2nd by Council Member Simpson
 - Vote: motion passed unanimous
 - For: Montini, Simpson, Sessions, Lambert, Hardeman
 - Against: none
- F. Mayor Pro-Tem Montini made the motion to approve the Final Plat of Harvest Phase 4B, a subdivision consisting of 80 single-family residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 23.187-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. Belmont 407, LLC and Harvest Phase 4, LLC are the owners/applicants/developers. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-19-005. 2nd by Council Member Simpson
 - Vote: motion passed unanimous
 - For: Montini, Simpson, Sessions, Lambert, Hardeman
 - Against: none
- G. No action taken to award the contract for inflow and infiltration repairs to sewer system
- H. Council Member Simpson made the motion to approve the revisions to the Engineering Design Manual street sign bracket details. 2nd by Council Member Sessions
 - Vote: motion passed unanimous
 - For: Simpson, Sessions, Montini, Lambert, Hardeman
 - Against: none
- I. Council Member Simpson made the motion to ratify intent to purchase ROW from TxDOT (abandoned Sam Lee driveway) and authorize the Town Administrator to execute all necessary documents to finalize the transaction. 2nd by Council Member Sessions
 - Vote: motion passed unanimous

For: Simpson, Sessions, Montini, Lambert, Hardeman
Against: none

- J. Council Member Simpson made the motion to approve the purchase agreement between the Town and SCSD-Finnell for TxDOT ROW pending acquisition of said ROW from TxDOT and authorize the Town Administrator to execute all necessary documents to finalize the transaction. 2nd by Council Member Sessions
- Vote: motion passed unanimous
For: Simpson, Sessions, Montini, Lambert, Hardeman
Against: none

7. Mayor Retting convened the council into Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting at 8:32 pm. Mayor Retting reconvened the council into open session at 8:36 pm
8. By general consent, the council convene into Executive Session at 8:37 pm to discuss the following items Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or
 - (b) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (c) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
 - (d) Eminent domain actions to obtain right-of-way out of a certain 3.05-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; or
 - (e) Eminent domain actions to obtain property out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law; or
 - (f) Potential litigation related to Eagleton and Applewood road failures; or
 - (g) Potential litigation related to Dale Earnhardt Way road failures
 - b. 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 3.05-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 out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law
 - d. Section 551.087 Economic Development negotiations for Hotel Conference Center Incentives
9. Mayor Rettig reconvene the council into Open Session at 9:31 pm – no action taken while in closed session

- K. No action taken on the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately .2707 acres of a certain 3.05 acre tract of land located in the Patrick Rock Survey Abstract No. 1063 in Northlake, Denton County, Texas, as right-of-way necessary for the construction and maintenance of roadway and utility improvements and for other public purposes permitted by law
- a. Resolution No. 19-
- L. No action taken on the use of eminent domain to condemn property and consider a resolution of the Town of Northlake, Texas, authorizing the Town Attorney to bring a condemnation action for the purpose of obtaining approximately 1.15 acres of a certain 47.063 acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, as property necessary for the construction and maintenance of a water tower and for other public purposes permitted by law by Resolution

10. Mayor Rettig adjourned the meeting at 9:32 pm

Passed and approved on this the 25th day of July 2019

Town of Northlake, Texas

David A. Rettig

Attest:

Shirley Rogers, Town Secretary



David A. Rettig, Mayor
Rena Hardeman, Council Place 1
Jimmy Lambert, Council Place 2

Brian Montini, Mayor Pro Tem, Council Place 3
Roger Sessions, Council Place 4
Danny Simpson, Council Place 5

**Town Council Minutes
Thursday, July 11, 2019
Chamber Room
1500 Commons Circle, Suite 300 – Northlake, Texas**

1. Mayor David Rettig called the workshop to order at 6:30 pm, quorum present

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

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

Consultant present: Ashley Dierker, Legal Counsel

Invocation given by Drew Corn
Pledge of Allegiance to the US Flag led by Mayor Rettig

2. Presentation - Business Relocation presented by C. J. Madonna, General Counsel, Schluter Systems LP
3. Mayor Rettig called the regular session to order at 7:01 pm, all members present
4. Public Comments – none
5. Overview and discussion of the preliminary budget for the Fiscal Year October 1, 2019 through September 30, 2020 was led by Mayor Rettig and Drew Corn

By general consent of the council, Mayor Rettig extended the time of the meeting past 9:00 pm

6. Mayor Rettig convened the council into Executive Session at 8:57 pm to discuss items listed below:
Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:
 - a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except:
 - 1) When the governmental body seeks the advice of its attorney about:
 - (a) Pending or contemplated litigation; or

- (b) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651
 - (c) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting; or
 - (d) Eminent domain actions to obtain right-of-way out of a certain 3.05-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; or
 - (e) Eminent domain actions to obtain property out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law; or
 - (f) Potential litigation related to Eagleton and Applewood road failures; or
 - (g) Potential litigation related to Dale Earnhardt Way road failures
- b. 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 3.05-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 out of a certain 47.063-acre tract of land located in the B.B.B. & C.R.R. Co. Survey, Abstract No. 189 in Northlake, Denton County, Texas, for the construction and maintenance of a water tower and other public purposes permitted by law
 - d. Section 551.087 Economic Development negotiations for Hotel Conference Center Incentives
 - e. Section 551.087 Economic Development negotiations for potential Business Relocation

- 7. Mayor Rettig reconvened the council into open session at 9:27 pm, no action taken as a result of closed session
- 8. Mayor Rettig adjourned the meeting at 9:28 pm
- 9.

Passed and approved on this 25th day of July 2019

Town of Northlake, Texas

David A. Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX
ASSESSMENT AND COLLECTION BETWEEN DENTON COUNTY, TEXAS
AND
CITY/TOWN OF Northlake -, TEXAS**

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

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

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

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

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

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "tax year" means tax year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "tax year" means the year following the previous term's "tax year", and the term "collection_year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "tax year" means tax year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "tax year" means tax year 2020 and the term "collection year" means 2021, and so on.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **Denton and Collin Counties** in the **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

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

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY**, however all calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and that such calculation will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the

Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. It is understood and agreed to by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates. In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **MUNICIPALITY** must notify **COUNTY** no later than May 20th of the collection year that **MUNICIPALITY** wishes publication of forms or notices specified in this section

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector before notices may be appropriately submitted to the appraisal **MUNICIPALITY**, newspapers, etc. as required by law.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Rollback Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

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

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

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

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

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

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

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

III.

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

subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

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

V.

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

VI.

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

VII.

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

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. Pursuant to Texas Property Tax Code §26.05(a), the **MUNICIPALITY** must adopt its tax year tax rate before the later of the applicable dates set forth therein. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than said adoption deadline. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by the adoption deadline set forth in §26.05(a) may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

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

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

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

5. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will, pursuant to Property Tax Code Section 26.07(f), mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

6. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost"

includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY's** preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Paragraph 7 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

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

7. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the

expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

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

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

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

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

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

IX.

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

X.

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

XI.

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

COUNTY:

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

MUNICIPALITY:

Northlake -
1500 Commons Circle, Suite 300
Northlake Tx 76226 940.648.3290

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

Northlake -

BY: _____

Honorable Andy Eads
County Judge

BY: _____

Name: David Rettig

Title: Mayor

ATTEST:

ATTEST:

BY: _____

Juli Luke
Denton County Clerk

BY: _____

Name Shirley Rogers

Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF NORTHLAKE PUBLIC
IMPROVEMENT DISTRICT NO. 1**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

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

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

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

NORTHLAKE

PUBLIC IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as **DISTRICT**, and has levied special rate based assessments on properties within the boundaries of the **CITY/TOWN**, and

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

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

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "assessments year" means assessments year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "assessments year" means the year following the previous term's "assessments year", and the term "collection year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "assessments year" means assessments year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "assessments year" means assessments year 2020 and the term "collection year" means 2021, and so on.

II.

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

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

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

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

the property. If the property is assigned an account number, **COUNTY** shall include that number.

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

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

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

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

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

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

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

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

III.

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

IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREE**

MENT.

V.

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

VI.

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

VII.

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

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN's** governing body under Local Government Code Section 372.017 on or before September 15th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment rate is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessments/tax statement each year. The **DISTRICT** rate based assessment shall

be entered in to the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the APPRAISAL DISTRICT records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

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

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

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected

assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

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

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

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

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

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

IX.

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

X.

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

XI.

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

COUNTY:

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

CITY/TOWN:

David Rettig, Mayor
1500 Commons Circle, Suite 300
Northlake Tx 76226 940.648.3290

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

TOWN OF NORTHLAKE PID NO. 1

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: David Rettig
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Shirley Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND
CITY/TOWN OF NORTHLAKE PUBLIC
IMPROVEMENT DISTRICT NO. 1**

**INTERLOCAL COOPERATION AGREEMENT –ASSESSMENTS
COLLECTION**

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

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

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

THE HIGHLANDS

PUBLIC IMPROVEMENT DISTRICT NO. 1, hereinafter referred to as **DISTRICT**, and has levied special assessments on properties within the boundaries of the **CITY/TOWN**, and

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

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

I.

The effective date of this Agreement shall be October 1, 2019. The initial term of this Agreement shall be for a period of one year commencing October 1, 2019 and ending September 30, 2020. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. During the initial term of this Agreement, the term "assessments year" means assessments year 2018 and the term "collection year" means 2019. During each subsequent renewal term, the term "assessments year" means the year following the previous term's "assessments year", and the term "collection year" means the year following the previous term's "collection year." For example, during the first renewal term of this Agreement (October 1, 2020 – September 30, 2021), the term "assessments year" means assessments year 2019 and the term "collection year" means 2020, during the second renewal term of this Agreement (October 1, 2021 – September 30, 2022), the term "assessments year" means assessments year 2020 and the term "collection year" means 2021, and so on.

II.

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

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

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

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

the property. If the property is assigned an account number, **COUNTY** shall include that number.

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

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

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

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

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

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

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

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

III.

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

IV.

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

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person, persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

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

VI.

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

VII.

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

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the fixed lien assessment levied and the assessment roll by **CITY/TOWN**'s governing body under Local Government Code Section 372.017 on or before September 15th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessment/tax statement each year. The **DISTRICT**

assessment shall be entered in to the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the APPRAISAL DISTRICT records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

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

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

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

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

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

7. In the event **DISTRICT** levies a supplemental corrected assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees **COUNTY** may charge a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** assessment shall be entered into the **COUNTY** records as a fixed lien and applied to the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Paragraph 2 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility

of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in paragraphs 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Paragraph 9 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval

of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

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

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

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

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

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

IX.

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

X.

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

XI.

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

COUNTY:

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

CITY/TOWN:

Northlake -
1500 Commons Circle, Suite 300
Northlake Tx 76226 940.648.3290

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, _____ day of _____
2019.

COUNTY

CITY/TOWN

Denton County Texas
110 West Hickory
Denton, Texas 76201

NORTHLAKE

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: David Rettig
Title: Mayor

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name Shirley Rogers
Title Town Secretary

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French
Denton County
Tax Assessor/Collector

Assistant District Attorney

CONTRACT FOR TECHNICAL SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: ~~City of~~ Town of Northlake whose authorized address is 1500 Commons Cir, Ste 300 Northlake TX 76226

The Performing Agency: Trinity River Authority of Texas, whose authorized address is 5300 South Collins, P. O. Box 240, Arlington, Texas 76004-0240, Attention: J. Kevin Ward, General Manager (or his designated representative).

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of Federal, State, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 12-0112B below.

A. PERFORMANCE OF SERVICES

1. Non-Significant Industrial User Inspection and Classification Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinances Numbers 12-0112B.

The Performing Agency shall perform all industrial user survey activities including organization of users to be surveyed utilizing the Texas Manufacturing Guide, notification to industrial users that require completion of the Receiving Agency's Industrial User Survey Form, industrial user inspections as needed, and proper classification and documentation of industrial users' discharge practices. Performing Agency will provide on behalf of the Receiving Agency updates to the Texas Commission on Environmental Quality (TCEQ) when required. Industrial user survey procedures are established by the Trinity River Authority to meet industrial discharge notification requirements found in the Texas Pollutant Discharge Elimination System Permits issued to the Trinity River Authority and in accordance with 40 CFR § 403.8. Documentation associated with the industrial user survey shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

2. Significant Industrial User Permit and Inspection Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on the attached schedule sheet.

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes

to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR § 403.8. Industrial Pretreatment Inspections, Application reviews and permit preparations and submittals shall be in compliance with the Receiving Agency's Industrial Waste Ordinances, Sewer Ordinance Numbers 12-0112B, and EPA General Pretreatment Regulations for Existing and New Sources. Records of Inspections, Applications and Permits shall be maintained as required by EPA General Pretreatment Regulations, 40 CFR § 403.12.

3. Industrial User Sampling Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform industrial user sampling services within the parameters listed on the attached schedule sheet and in accordance with the Receiving Agency's Industrial Waste Ordinances and Sewer Ordinance Numbers 12-0112B.

The Performing Agency shall perform all sample collections, sample preservation, and maintenance of chain-of-custody records in accordance to the approved procedures set forth in Test Methods for Evaluating Solid Waste, EPA Manual SW-846, Methods for Chemical Analysis of Water and Wastes, EPA Manual EPA-600/4-79-020, and the Handbook for Sampling and Sample Preservation of Water and Wastewater, EPA Manual EPA-600/4-82-029. The samples shall be properly collected, preserved and delivered by the Performing Agency to the Performing Agency's laboratory located at 6500 West Singleton Blvd., Dallas, Texas. When feasible, the Performing Agency will conduct flow or time composited sampling. When composited sampling is not feasible, grab sampling will be performed.

4. Analytical Services:

The Receiving Agency employs the Performing Agency and the Performing Agency agrees to perform analytical services within the parameters listed on the attached schedule sheet.

The Receiving Agency will collect samples and deliver them to the laboratory for analysis. It is understood that these samples will be properly collected and preserved in accordance with applicable sections of A Practical Guide to Water Quality Studies of Streams, Federal Water Pollution Control Administration publication and Methods for Chemical Analysis for Water and Wastes, EPA manual, as well as the latest edition of Standard Methods for the Examination of Water and Wastewater. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. A chain-of-custody procedure shall be maintained in the field and the laboratory in accordance with procedures to be established by the Receiving Agency. The Receiving Agency will furnish chain-of-custody.

The Performing Agency will perform all analyses according to the approved procedures set forth in Standard Methods for the Examination of Water and Wastewater, current edition or the latest edition of Methods for Chemical Analysis of Water and Wastes, EPA manual. Additionally, requirements set by the National Environmental Laboratory Accreditation Conference will be followed as mandated by the Texas Commission on Environmental Quality for state accreditation. Samples will be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept for documentation of the Performing Agency's quality assurance program and copies will be available to the Receiving Agency upon request. Unusual interferences and problems will be reported

to the Receiving Agency at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken when practical, and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

The various laboratory personnel shall be directed upon receipt of written notice from the Receiving Agency 72 hours in advance, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by the Receiving Agency. Travel and per diem for court appearances hereunder shall be based on current Texas law.

Receiving Agency may deliver to Performing Agency samples for analyses separate and apart from those samples collected by the Performing Agency. When the Receiving Agency delivers samples to the Performing Agency for analyses, the Receiving Agency shall indicate the nature and extent of the analysis it desires to be conducted. Performing Agency shall not be responsible for the manner of collection or chain-of-custody or sheets which are matters entirely outside Performing Agency's control. Performing Agency shall receive, log and perform such analyses of samples in accordance with that part of the chain-of-custody procedures identified as Transfer of Custody and Storage attached hereto.

Samples analyzed to maintain the normal quality assurance program which the Performing Agency presently maintains in its laboratory will be charged to the Receiving Agency at the same rate as submitted samples.

B. TERMINATION

Either party to this Contract may terminate the Contract by giving the other party thirty days' notice in writing at their authorized address as noted previously. Upon delivery of such notice by either party to the other and before expiration of the thirty-day period, the Performing Agency will proceed promptly to cancel all existing orders, contracts, and obligations which are chargeable to this Contract. As soon as practicable after notice of termination is given, the Performing Agency will furnish Receiving Agency an invoice for work performed under this Contract through its termination. The Receiving Agency will pay the Performing Agency for the work performed less all prior payments. Copies of all completed or partially completed reports, documents, and studies prepared under this Contract will be delivered by the Performing Agency to the Receiving Agency when and if this Contract is terminated prior to the completion of the prescribed work.

C. AMENDING THE CONTRACT

The parties hereto may alter or amend this Contract upon advance written agreement of both parties to exclude work being performed or to include additional work to be performed and to adjust the consideration to be paid hereunder by virtue of alterations or amendments.

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A. Said Attachment A shall be revised and updated annually. Any revisions will be incorporated by reference herein. A cost analysis shall be prepared each year by the Trinity River Authority of

Texas and shall be approved by the Trinity River Authority of Texas Board of Directors prior to effective date of said revision.

The expenditures by the Trinity River Authority of Texas of funds paid to it under this Contract shall be subject to such State or Federal audit procedures as may be required by law and by accepted practices of the State or Federal auditor, or both, if requested. The Trinity River Authority of Texas shall be responsible for maintaining books of account that clearly, accurately and currently reflect financial transactions. The financial records must include all documents supporting entries on the account records which substantiate costs. The Trinity River Authority of Texas must keep the records readily available for examination for a period of three years after the close of the last expenditure.

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed dollars (\$ 3,000) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

The Performing Agency shall bill the Receiving Agency monthly for services performed. Charges for these services shall be based on the attached cost schedules.

The Receiving Agency shall pay the monthly billings of the Performing Agency within thirty days of their receipt.

VI. TERM OF CONTRACT

This Contract is to begin Oct 1, 2019 and shall terminate Sept 30 2020, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

Inasmuch as the Receiving Agency and the Performing Agency are political subdivisions of this state, and inasmuch as the testing of water and wastewater are critical to the maintenance of public health and such testing is therefore, a governmental function and service, this contract is entered into pursuant to the Interlocal Cooperation Act, Chapter 791, Texas Government Code.

Receiving Agency:

CITY OF

BY: _____

TITLE: _____

DATE: _____

ATTEST: _____

(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

TITLE: GENERAL MANAGER

DATE: _____

ATTEST: _____

(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. To the maximum extent achievable, as few people as possible should handle a sample.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time it is collected. Sample containers must be appropriate for requested testing with appropriate preservation and legibly labeled. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including City, City Code, Contact Name and Phone Number, Type Sample Matrix, Material Sampled, and Method of Preservation must be completed by the field personnel collecting the sample. In completing the Chain-of-Custody tag or sheet, care should be utilized to insure that all necessary information is correctly and legibly entered onto the form. A black ballpoint with water proof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. TRA lab receiving technician will check temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician or his alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, time(s) sampled, date(s) sampled, and analyses requested and comments from the Chain of Custody.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the lab.
4. Samples shall be kept in the sample storage security area at all times when not actually being used by analysts, such as during overnight absences. The technician shall ensure that heat-sensitive samples, or other sample materials having unusual physical characteristics, or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and be retained as a permanent record of the laboratory.
6. The original Chain of Custody and a Sample Evaluation/Variance record shall be sent by the laboratory to the appropriate Receiving Agency control point as part of the final data report.

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2020

December 1, 2019 through November 30, 2020

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*)(**)	\$12.00	Ortho (*)	\$15.00
		Total (*)	\$24.25
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$34.90	Total (TS)	\$16.00
5-Day Carbonaceous (*)	\$36.50	Total Dissolved (TDS) (*)	\$27.00
5-Day Filtered (Dissolved)	\$45.80	Total Suspended (TSS) (*)	\$19.70
7-Day	\$42.00	Volatile Suspended (VSS) (*)	\$11.80
Extra Dilution (Each)	\$ 2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$21.40
Chlorophyll "a"	\$24.20	Sulfate (*)	\$15.40
Chlorophyll "a" and Pheophytin	\$36.00		
Chemical Oxygen Demand (*)	\$24.50	Turbidity (*) (**)	\$9.50
Chloride (*)	\$15.40		
Conductance, Specific (*) (**)	\$10.00	UV254	\$25.00
		Mercury (*) (**)	\$34.00
Cyanide:			
Total (*)	\$39.50		
Amenable to Chlorination (*)	\$65.60		
		Metals (EPA 200.8) (*) (**) (***):	\$16.00 ea.
Fluoride, Total (**)	\$15.40	Aluminum	Lead
Glycols	\$21.70	Arsenic	Manganese
Hardness (*) (**)	\$26.00	Antimony	Molybdenum
		Barium	Nickel
Nitrogen:		Beryllium	Selenium
Ammonia (*)	\$22.80	Boron	Silver
Ammonia by Distillation (*)	\$28.50	Cadmium	Thallium
Kjeldahl, Total (*)	\$35.50	Chromium	Tin
Nitrate (*)	\$15.40	Cobalt	Titanium
Nitrite (*)	\$15.40	Copper	Vanadium
Total	\$45.00	Iron	Zinc
Oil and Grease (*)	\$60.00		
		Minerals (*):	\$16.00 ea.
Organic Carbon:		Calcium	
Dissolved	\$23.00	Magnesium	
Total (*) (**)	\$15.75	Potassium (***)	
pH (*)	\$11.30	Silica	
		Sodium	

Solid Samples

Ammonia (***)	\$28.50
Chemical Oxygen Demand	\$41.50
Nitrogen, Kjeldahl, Total	\$30.50
Phosphorus, Total (***)	\$24.25
pH (***)	\$11.30
Mercury (***)	\$66.50
Metals Preparation	\$32.10

NELAP Accreditation
 *Non-Potable Water
 **Drinking Water
 *** Solids

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$23.80
Heterotrophic Plate Count	\$21.90

Wastewater:

Coliform, Fecal (Membrane Filter (*))	\$17.07
Coliform, Fecal (MPN (***))	\$62.00
Coliform, Total (MPN-Q Tray)	\$21.35
E. Coli (MPN-Q Tray) (*)	\$21.35
Streptococcus, Fecal (Membrane. Filter) (*)	\$18.00
Heterotrophic Plate Count	\$21.90
Microscopic General Examination	\$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):

3-Day (unpreserved)	\$165.00
BTEX (only)	\$168.00
Trip Blanks	\$103.00
Geosmin/MIB	\$107.00

EPA 625 (*):

Total Semi-Volatiles	\$211.00
Semi-Volatile Trip Blank	\$181.00

Pesticides/PCB

EPA 608 (*):

Full List	\$317.40
Chlorinated Pesticides (only)	\$209.70
PCB (aqueous and solid)	\$209.70

EPA 8082:

Polychlorinated Biphenyls (PCB)	\$154.25
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BY QUOTE

Chromium Hexavalent
Oil and Grease (solids)
Organophosphate Pesticide
Phenols
TCLP Metals
TCLP Organic Compounds
Total Petroleum Hydrocarbons (solids and liquids)

NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

Composite Sample	\$ 210.00
Additional Composite Sample	\$ 105.00
Grab Sample	\$ 87.00
Additional Grab Sample	\$ 25.00
pH only	\$ 87.00
Field pH	\$ 29.00
Field Measurement	\$ 47.00
Sampling Event Cost for a Failed Sample	\$ 113.00
Industry Split Sample	\$ 29.00
Boat Fee	\$ 105.00
QA/QC Fee	\$ 23.00

PRETREATMENT ASSISTANCE

Inspection (permitted users)	\$ 700.00
Inspection (unpermitted users)	\$ 100.00
Permit Preparation (5yr permit)	\$2,000.00
Field Surveillance Event	\$1,063.00
Industrial User Survey Fee	Formula

Industrial User Survey Fee Formula:

(No. of Survey Entities¹ X \$3.75) + (No. of identified industrial users² X \$16.00)

Formula Footnotes:

¹ Users from the Texas Manufactures Guide List for Contracting Party's jurisdiction.

² Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

- Grab Sampling
- Installation of Automatic Composite Samplers
- Field Testing Available
- Proper Field QA/QC
- Industry Split Sampling
- Sample Preservation
- Proper Chain of Custody
- Delivery to TRA Laboratory
- Sample Data Review with Report Summaries
- Appropriate Industrial User Pretreatment Classification
- Verification of Permit Application Data
- Chemical Inventory Review
- Permit Drafting
- Semiannual Report Review
- Appropriate Inspection Documentation
- Enforcement Guidance
- Consultation with Industries on Industrial Pretreatment

NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2019. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

**Manager
Technical Services**

JOHN DURBIN

**Manager
Collection System Group**

**CRAIG HARVEY
Laboratory Division
Chief**

**JENNIFER MOORE
Environmental Service
Coordinator**

**CRAIG CROWDER
Technical Services
Engineer**

**CATHY SIEGER
Quality Assurance
Coordinator**

**NELAP Accreditation
*Non-Potable Water
**Drinking Water
*** Solids**



Regular Items

Agenda Item 7



**TOWN OF NORTHLAKE, TEXAS
RESOLUTION 19-14**

**A RESOLUTION FOR THE APPOINTMENT OF ONE MEMBER TO THE
BOARD OF MANAGERS OF THE DENCO AREA 9-1-1 DISTRICT**

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

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

Section 1

The Town of Northlake hereby votes to appoint _____ as a member of the Board of Managers for the Denco Area 9-1-1.

Section 2

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

PASSED AND APPROVED this the 25th day of July 2019

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ DENCO.ORG

TO: Denco Area 9-1-1 District Participating Jurisdictions

FROM: Mark Payne, Executive Director

DATE: June 17, 2019

RE: Appointment to the Denco Area 9-1-1 District Board of Managers

On March 15, 2019, the Denco Area 9-1-1 District requested participating municipalities nominate a representative for potential appointment to the district's board of managers. The following nominations were received by the June 15, 2019 deadline:

Nominee
Sue Tejml

Nominating Municipality
City of Denton
City of Highland Village
City of Krum
City of Lewisville
City of Oak Point
Town of Bartonville
Town of Dish
Town of Double Oak
Town of Hickory Creek
Town of Northlake
Town of Providence Village

Bill Caslteman

Town of Copper Canyon

David Terre

City of The Colony

The Denco Area 9-1-1 District requests that each participating municipality vote for one of the nominees and advise the district of its selection by 5 p.m. on September 15, 2019. Notification must come in the form of official council action. Enclosed is a sample resolution you may wish to use as well as bios or resumes of the nominees. Also enclosed for your reference, is a copy of the resolution outlining the board appointment process and a list of current board members.

Please send a copy of the resolution recording your council's action by mail to: Denco Area 9-1-1 District, 1075 Princeton Street, Lewisville, TX 75067 or fax it to 972-420-0709. You may also email your response to Andrea Zepeda, Executive Assistant at andrea.zepeda@denco.org.

Thank you for your assistance in this matter.

Enclosures

DENCO AREA 9-1-1 DISTRICT

RESOLUTION

**DEFINING PROCEDURE FOR APPOINTMENT OF PARTICIPATING
MUNICIPALITIES' REPRESENTATIVE TO THE DISTRICT BOARD OF MANAGERS**

WHEREAS, this resolution shall take the place of Resolution 1999.02.04.R01 by the same title; and

WHEREAS, Chapter 772, Texas Health and Safety Code provides for the Denco Area 9-1-1 District Board of Managers to have "two members appointed jointly by all the participating municipalities located in whole or part of the district."; and

WHEREAS, each member serves a term of two years beginning on October 1st of the year member is appointed; and

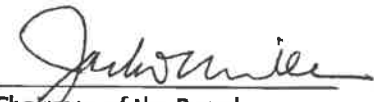
WHEREAS, one member representing participating municipalities is appointed each year.

NOW, THEREFORE BE IT RESOLVED BY THE DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS:

The procedure for participating municipalities to appoint a representative to the Denco Area 9-1-1 District Board of Managers shall be the following:

1. **Nominate Candidate:** Prior to March 15th of each year, the executive director shall send a written notice to the mayor of each participating municipality advising that nominations are being accepted until June 15th of that same year, for one of the municipal representatives to the Denco Area 9-1-1 District Board of Managers. The notice shall advise the mayors that for a nomination to be considered, written notification of council action must be received at the Denco office prior to 5:00 p.m. on June 15th of that year. No nominations shall be considered after that time.
2. **Vote for Candidate:** On June 16th of each year, the executive director shall send written notice to the mayor of each participating municipality, providing the slate of nominees to be considered for appointment to the Denco Area 9-1-1 District Board of Managers for the term beginning October 1st. The notice shall advise the mayor that the city/town council shall vote, by resolution from such city/town, for one of the nominees. Written notice of the council's selection must be received at the district office by 5:00 p.m. on September 15th. No votes will be accepted after that time.
3. **Tally Votes:** The one nominee with the most votes received by the deadline will be the municipal representative appointed for the two-year term beginning October 1st.
4. **Tie Breaker:** If there is a tie between two candidates with the most votes, a runoff election will be held immediately with the candidate receiving the most votes serving the remainder of the term. The incumbent representative shall serve in that position until replaced.

APPROVED and ADOPTED on this 10th day of March 2016.


Chairman of the Board


Secretary of the Board

BOARD OF MANAGERS
FY 2019

Chairman

Jack Miller

Denton County Commissioners Court Appointee
Term Expires: 9/30/2020

Vice-Chairman

Sue Tejml
Town of Copper Canyon

Denton County Cities Appointee
Term Expires: 9/30/2019

Secretary

Chief Terry McGrath

Denton Fire Chief's Assoc. Appointee
Term Expires: 9/30/2019

Jim Carter
Halff and Associates

Denton County Cities Appointee
Term Expires: 9/30/2020

Rob McGee
Verizon

Largest Telephone Service Provider Rep.
Non-Voting Member

Bill Lawrence

Denton County Commissioners Court Appointee
Term Expires: 9/30/2019

Bill Castleman

851 Lonesome Dove Lane
Copper Canyon, Texas 75077

(Phone) 214-616-5812
Email: bill@castleman.net

Senior Management Profile

Successful leadership career, highly motivated senior management professional providing strategic, creative and tactical execution of corporate initiatives to enhance productivity, customer service, business development and bottom line financial revenue. Noted for leading and motivating cross-functional teams from conception to implementation. Demonstrated success with start-up and turnaround operations and project management. Excellent communication skills highlighted by presentations to all levels of media. Key skills include:

Strategic Planning
New Business & Market Development
Dual Branding & Market Segmentation

Marketing Communication
Budgeting & Cost Control
Financial Planning / Performance

Sales Forecasting
Relationship Management
Project Management

Professional Experience

Currently Semi-Retired:

- *Professional Photographer*
- *Tactical Handgun Instructor; NRA Certified Instructor; Texas LTC Certified Instructor*
- *Town Council Member-Town of Copper Canyon*

2009-present

CastleHill Communications LLC, Copper Canyon, Texas **President**

2002-2009

Communications marketing firm with a particular emphasis in presentation training, DVD and CD development, Graphics, audio/visual techniques and speech writing.

- Consulted with broadcast television stations & groups on performance initiatives, on-air design concepts, news formatting, reporting, & organization, promotion & advertising campaigns. Trained reporters & videographers in storytelling techniques and reporting procedures.
- Helped develop marketing campaigns for small businesses, specializing in video/audio DVDs, photography, and graphic design.

AlphaGraphics, Denton, Texas **Owner**

1998 - 2002

Owned and operated an AlphaGraphics Printing Company in Denton, Texas. AlphaGraphics is a commercial printer for some of the largest companies in North Texas. ISO 9002 certified, the company designed and printed everything from brochures to folders and presentations.

- Created a three year strategic plan that recognized the competitive environment, incorporated a market plan, included a detail performance and tracked the progress of the business.
- managed and trained employees with the goal to perform with excellence and at a high productive level all with a focus on a strong bottom line performance.

CMP Publishing, Manhasset, New York
Managing Director – Television**1996 - 1998**

CMP Publishing was one of the largest private publishing companies in the US. Company published computer-related magazines. Based out of Long Island, New York, I helped the company formulate plans to enter commercial television arena. Plans were discontinued when company decided to go public.

Triad Communication, Dallas/ San Francisco
Partner – President**1990 - 1996**

Triad Communication, a broadcast television and cable consulting firm, worked for financial institutions on poor performing television stations, broadcast groups, television networks, and cable companies. Worked with global communications companies such as SBC, establishing their cable franchise in Northern England. Assignments included travel domestically and internationally.

- Performed workouts for financial institutions on stations and groups. Advised as to findings and made specific recommendations. In some cases we went in and managed the facilities and either turned them around or prepared them for sale.
- Helped build and develop sales and operational plans for a major cable company in Northern England. Developed sales manual and trained sales managers and account executives. Built and engineered award-winning broadcast facility. Developed operating budget and promotion & marketing campaign.

Act III Broadcasting, Atlanta, Georgia
Executive Vice President/Chief Operating Officer**1988 - 1990**

- Act III Broadcasting, based in Atlanta, Georgia, a television broadcast company founded by Norman Lear (of All in the Family fame). Instrumental in purchasing and developing 8 television stations in the Eastern part of the US. Responsibilities included re-formatting, hiring personnel, re-building all 8 stations and negotiating programming and equipment contracts. Developed marketing campaign, negotiated and purchased programming for the stations. Standardized stations in terms of quality on-air look and feel. Participated in raising \$150 million for purchase of stations. Negotiated network contract with major television network. **Results:** Funding was oversubscribed. Targeted stations were purchased and turned-around.
- On-site management of Hong Kong Cable Company. Act III had a major programming consulting contract with Hong Kong Cable. I was assigned to oversee that contract and spent about a year in the region, building the cable company operations. Duties including budget planning and implementation; department head hiring; program purchasing & negotiation with major networks; building & studio design consultation.

Other Related Experience

KTXA-TV - Dallas, Texas, Vice President/General Manager
KRLD-TV - Dallas, Texas, Program Director
WKBD-TV, - Detroit, Michigan, Station Manager/Program Director
WFLD-TV - Chicago, Illinois, Executive Producer/Production Manager
Denniberg Advertising - Washington DC, General Manager

Career Highlights

- **Helped launch and manage design of a new \$14 million television facility in a major market. Developed a major newscast. Negotiated and purchased programming. Results:** Newscast was recognized by professional organization as "The best newscast in Texas." Station opened on time and under budget.
- **Directed turnaround of a major market television station in preparation of setting it up for sale. Stepped into a decaying employee morale situation. Set up activities that positively impacted employee morale. Renegotiated program contracts to improve cash flow. Negotiated salary increases for staff and bonuses for management team. Results:** Improved bottom line about 25% each year. Revenues improved by 40% each year. Sale and change in management went through successfully, with a good profit for each seller.
- **Designed and built British Cable Company. Established a major presence in Northern England of start-up cable operation. Negotiated favorable contracts with major cable networks. Designed major broadcast operations center making it operational in record time. Hired/trained new personnel.**
- **Award-winning producer/director with Emmy awards in television program specials and commercial production.**

David Terre
3941 Teal Cove
The Colony, Texas 75056
972 740-4526

EDUCATION

Moberly Community College (2 Years)

Drake University

Earned a BS Degree in Business Administration and a Minor in Economics

EMPLOYMENT HISTORY

Enjoyed a wonderful 46 year career working for Wilson Sporting Goods; rose through the ranks to become VP of Sales responsible for all domestic sales. Along the way, also managed European Sales Operations while living in Germany; worked in marketing, coordinating successful new product introductions; and, also managed West Coast Distribution Operations.

THE COLONY PLANNING and ZONING COMMISSION

- 2008 - 2011 served as a member and Vice Chair of the board.

THE COLONY CITY COUNCIL

- 2011 – Elected and received the honor of being elected Mayor Pro Tem during my first term.
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee Grandscape (Nebraska Furniture Mart) Development.
- 2014 – Re-elected to a second term on Council, receiving 71% of the total vote in a three candidate race.
- 2017 - Ran opposed and re-elected to a third term

DENTON COUNTY TAX APPRAISAL DISTRICT

- 2013 - Became the first City Council Member from The Colony to be elected to their Board of Directors.
- 2015 & 2017 – Re-elected to a second and third term on DCAD Board of Directors

HONORS RECEIVED

1982 - Drake University Basketball Hall of Fame

1994 - Moberly Community College Basketball Hall of Fame

1995-2003 - Three-time Senior Olympics Gold Medal Winner playing for the USA Basketball Team

1999 - Received Wilson Wall of Fame Honor

2007 - Selected as Moberly Community College Outstanding Alumni of The Year

2013 - Received Washington High School Hall of Honor Award

2018 - Inducted into the Roaring Lambs Hall of Fame joining the likes of Roger Staubach, Tom Landry, John Wooden and many other great ones.

Why I believe I am uniquely qualified and very much desire to serve on the Denco Area 9-1-1 Emergency Communication District Board of Managers:

- Throughout my life I have served in leadership positions, particularly during my Wilson career and my City Council work. My formula for success has always been to work hard, stay organized, use common sense and live by the Golden Rule. If reelected to this position, I will bring a wealth of experience, proven leadership skills, and a results driven record of accomplishments to the Board of Managers.
- Thank you for your consideration

Sue Rosson Tejml

March 2019

835 Orchid Hill Lane
Argyle-Copper Canyon, TX 76226-4526

Cell: 940-368-1085
stejml@aol.com

PERSONAL: Native Texan; raised in Corpus Christi (Copper Canyon resident 28 years)
Married to Emil Tejml 50 years plus (engineer & attorney)
(In case you wondered, his Czech name is pronounced **TAY** mull.)
Three adult children, seven grandchildren
With corporate moves, we have lived in 4 states, 6 Texas cities, worked abroad
Stay-at-home mother, until I became an attorney at age 40.

EDUCATION: University of Texas at Austin (B.A. History)
Texas A&M University at Kingsville (M.A. History)
Rice University (full scholarship for PhD History, lack dissertation for degree)
New York University Law School: 2 years, Top 10 American Law Schools)
University of Houston Law School (LL.B.)

MAYOR: Town of Copper Canyon for 14 years; re-elected unopposed 7th term 2017-2019

2004 Master Plan: Maintained Rural Feeling of Town north of FM 407 Town Center!
MINIMUM ONE ACRE home lots 15 years! 42% Town is Ag Exempt with fields, trees!

“What’s Happening in Copper Canyon” For 14 years I have personally written this
Monthly mayor’s column in the *Cross Timbers Gazette*, a local newspaper with 47,000
circulation. (Second in circulation in Denton County only to the *Dallas Morning News*.)
My attempt to keep residents informed of events in our Town and subjects of general interest
in our area – roads, water, gas well drilling, etc. **Transparency** is always my primary goal!

Argyle Volunteer Fire District Board (Served 14 years, 2005 to present)

Denton County Emergency Services District #1 Our small town’s dilemma was inability to
adequately fund emergency services. The Founding Committee’s task was to educate residents
on the benefits of an ESD. The ESD would collectively provide fire and emergency medical
services to the towns of Argyle, Bartonville, Copper Canyon, Corral City, Northlake, and
FWSD #6 and #7 in Lantana. But a specific property tax would be needed to fund it. ESD#1
was created in 2006 by a **62% positive vote in a district-wide election over 65 square miles.**

Neighborhood Watch and Crime Prevention

Copper Canyon does not have a police department. Resident Block Captains were recruited for
each street in town. Our Town Council contracted with Denton County Sheriff for Deputies
dedicated to Copper Canyon. Every shift the Deputies drive each street in Copper Canyon and
provide Rush Hour Traffic Patrol. **Result is virtually crime free community for past decade!**

Dallas Morning News: Copper Canyon one of 10 Best Communities in DFW Metroplex!
Spring 2016. Town rated #6 for safety – a prime concern for all individuals and families!

Maintained Same Low Tax Rate for Last 6 Years: .297505 includes road bond. Under spend budget each fiscal year. Roll surplus into Road Fund or Crime Prevention Fund.

2009 Road Taskforce: One person from almost every road in Town. **Town wide election** approves \$2.5 million bond to rebuild 90% of 25-35 year old asphalt interior residential roads. **Standard & Poors rating AA- (now AA+.) County funds \$14 million to rebuild perimeter commuter roads in concrete: Copper Canyon Rd, Orchid Hill Ln, Chinn Chapel Rd**

Drafting Committee: “Best Practices for Municipalities and Gas Pipelines” 2010
A collaborative effort of Mayors, Denton County Commissioners, and Texas Pipeline Association. Goal was to **expedite safe pipeline construction**, but with a **minimal impact** on landowners, local businesses, and future development plans of each city.

Initiated Annual Denton County Mayors Crime Luncheon: 7 years (2012-2019)
Goal was to coordinate information on area crime between the Mayors, their Police Chiefs, Denton County Sheriff's Office, Commissioners Court, Legislative representatives, Congressman **Michael Burgess**. CoServ Co-Sponsors this annual event with food & financial funds!

DENCO 911: Vice Chair Board of Managers, 6 years (2013-2019.) Elected 3 terms by major majority of 32 Denton County city members. Personally update 8 city councils each year on 911. NENA - National Emergency Number Association: Attend 5 Texas & 5 National Conferences.

LEGAL: Solo Attorney 15 years: General Civil Practice - municipal, family law, oil & gas
Matagorda County Bar Association - President,
State Bar - CLE Committee, District 5 Admissions, Bar Foundation Life Member

FAMILY LAW: State Bar Board Certified in Family Law (10 years)
Texas Supreme Court: Committees on Child Support Guidelines and
on Child Visitation Guidelines

MUNICIPAL: Bay City, Texas: City Attorney (6 years) Population approx. 18- 20,000
Municipal Prosecutor & Legal Advisor to Police Department
Home Rule Charter: City wide elected Public Office, Co-Chairman

VOLUNTEER: CASA - Court Appointed Special Advocate for Abused Children
Denton County **Children's Advocacy Center** - Gave \$10,000 for new Office

INTERESTS: Home Design: Designed 5 of our family homes, including in Copper Canyon
Misc.: Computer, cooking, dollhouse miniatures, hunting, organic gardening
Read: Biography, history, current global events, 1800's British romance novels

Selected for Eisenhower “People to People Ambassador” – Texas Representative to China's
Department of Justice one-month tour for 50 USA American women attorneys & judges.
Visited for a week to month each: Alaska, Australia, Bermuda, Beirut, Canada, China, Czech
Rep., England, France, Germany, Greece, Hawaii, Ireland, Italy, Japan, Mexico, Romania, Russia,
Saudi Arabia, Scotland, Singapore, South Korea, Switzerland, Tahiti, Turkey, Venezuela, Wales.

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: Nathan Reddin, Development Director
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Notice of Intent to Establish Reinvestment Zone No. 4 and Set Public Hearing

The Town of Northlake has been in negotiations with Schluter Systems to incentivize the relocation of their warehouse operations to Northlake. At the July 11, 2019, C. J. Madonna described the proposed finish-out of a 500,555 square foot building and business activity generated. As part of the economic development incentive package the Town has offered to abate 50% of business personal property tax for 5 years. In addition, if the Northlake Economic and Community Development boards concur, the Town will reimburse up to 100% of EDC and CDC sales tax generated from construction and internet sales at and from the facility. In order to offer property tax abatements, the Town must first establish a reinvestment zone and notify the public through a public hearing and applicable taxing units by certified letter.

The creation requires a public hearing with the public notice to be advertised in the Denton Record Chronicle. The other taxing entities (Denton County, Northwest I.S.D. and Denton County E.S.D. No. 1) will be noticed by certified mail. The public hearing is scheduled during the August 22, 2019 council meeting. After the public hearing, council will consider an ordinance creating the zone. The zone will be approximately 260 acres generally located north of Sam Lee Lane, west of Interstate 35W frontage road and south of Denton Creek and is available to any tenant in the Alliance Northport business park. The specific details of the tax abatement and Chapter 380 agreement will be discussed in executive session at the August 22, 2019 council meeting. Upon returning to regular session, the Council can hold the public hearings and consider the various agreements.

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

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 19-15**

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING NOTIFICATION OF INTENT TO ESTABLISH A REINVESTMENT ZONE TO PROVIDE FOR TAX ABATEMENT; PROVIDING FOR REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas (“Town”) recognizes the importance of its role in local economic development; and

WHEREAS, on December 11, 2014, the Town Council approved Resolution No. 14-32 electing to become eligible to participate in tax abatements pursuant to the guidelines and criteria set out in the Incentives Policy established therein, said Incentives Policy governs tax abatement agreements to be entered into by the Town as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, the Town has determined that the approximate 260 acres depicted on the metes and bounds description attached hereto as Exhibit “A” (the “Property”) meets the criteria for a reinvestment zone under the Act; and

WHEREAS, the Act further requires that prior to the adoption of the ordinance providing for the establishment of a reinvestment zone to promote development or redevelopment within such zone through the use of tax abatement as authorized by the Act, the Town must hold a public hearing on the adoption of the proposed reinvestment zone and find that the improvements sought are feasible and practical and would be of benefit to the land to be included in the zone and to the community and provide interested persons the opportunity to speak and present evidence for or against the designation; and

WHEREAS, the Town desires, by calling and holding such public hearing, to provide a reasonable opportunity for any owner of property located within the proposed zone, any other taxing unit, and any other interested persons to speak for or against the creation of the proposed reinvestment zone or the inclusion of any property therein; and

WHEREAS, the Town Council desires to enter into certain tax abatement agreements with Schluter Systems, L.P. to encourage the development of a distribution and training facility located on the Property.

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

SECTION 1. That a public hearing shall be held at 6:30 P.M. on August 22, 2019, in the Town Council Chambers, Northlake Town Hall, 1500 Commons Circle, Ste. 300, Northlake, Texas, at which time any interested person may appear and speak for or against the creation of Reinvestment Zone No. 04 for the purpose of considering certain tax abatement agreements and at the close of the public hearing the Town Council shall consider:

- (1)** an ordinance creating Town of Northlake Reinvestment Zone No. 04; and
- (2)** entering into a tax abatement agreement for five (5) years with Schluter Systems, L.P. and/or its affiliated or subsidiary companies pursuant to the Act and the guidelines and criteria adopted in the Town’s Incentives Policy

SECTION 2. That notice of such public hearing shall be published in the official newspaper of the Town not later than seven (7) days prior to the date of such hearing, and that written notice of such hearing along with a copy of this resolution shall be delivered in writing to the presiding officer of the governing body of each taxing unit that has real property that is to be included in the proposed reinvestment zone within its boundaries.

SECTION 3. That this resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS, ON THIS THE 1ST DAY OF AUGUST 2019**

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**Exhibit “A”
The Property**

EXHIBIT "A" TO DEED

Property Description

BEING A TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NUMBER 189, AND THE H.W. COOKE SURVEY, ABSTRACT NUMBER 310, DENTON COUNTY, TEXAS AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO FRANKIE JO LEE ROBBINS RECORDED IN INSTRUMENT NUMBER 2010-5226, TO JON MARK ROBBINS RECORDED IN INSTRUMENT NUMBER 2010-5229, AND TO JASON LEE ROBBINS, RECORDED IN INSTRUMENT NUMBER 2010-5229, ALL OF 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 SET AT THE NORTHWEST CORNER OF AN 80 FOOT RIGHT-OF-WAY DEDICATION DESCRIBED BY DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2015-74193 SAID REAL PROPERTY RECORDS, BEING IN THE WEST LINE OF SAID ROBBINS TRACT, AND BEING IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35W (A VARIABLE WIDTH RIGHT-OF-WAY) FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS S 33°59'29"W, 168.42 FEET;

THENCE N 33°59'29"E, 66.00 FEET WITH THE COMMON LINE OF SAID ROBBINS TRACT AND SAID INTERSTATE HIGHWAY 35W TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 10°55'13"W, 107.94 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD FOUND;

THENCE N 33°59'10"E, 438.65 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 22°42'17"E, 459.94 FEET CONTINUING WITH SAID COMMON LINE;

THENCE N 26°03'23"E, 388.70 FEET, WITH SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE NORTHWEST CORNER OF SAID ROBBINS TRACT;

THENCE N 89°42'08"E, 864.08 FEET, WITH SAID NORTH LINE, TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID ROBBINS TRACT;

THENCE S 00°36'08"E, 2652.85 FEET, DEPARTING SAID NORTHEAST CORNER, WITH THE EAST LINE OF SAID ROBBINS TRACT, TO A POST FOUND;

THENCE S 89°35'21"W, 31.00 FEET, CONTINUING WITH SAID EAST LINE, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 00°40'41"E, 2652.33 FEET, CONTINUING WITH SAID EAST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 89°58'55"W, 77.00 FEET, WITH THE SOUTH LINE OF SAID ROBBINS TRACT, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "PELTON", SET AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED TOWN OF NORTHLAKE TRACT, FROM WHICH A 1/2 IRON ROD, FOUND AT THE SOUTHWEST CORNER OF SAID ROBBINS TRACT, BEARS S 89°58'55"W, 1715.91 FEET;

THENCE WITH SAID WEST LINE OF SAID TOWN OF NORTHLAKE TRACT THE FOLLOWING COURSES AND DISTANCES:

N 00°15'08"W, 329.70 FEET, DEPARTING SAID SOUTH LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 85.09 FEET, THROUGH A CENTRAL ANGLE OF 05°48'13", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 03°09'14"W, 85.05 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 06°03'21"W, 199.42 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.46 FEET, THROUGH A CENTRAL ANGLE OF 04°51'34", HAVING A RADIUS OF 760.00 FEET, THE LONG CHORD WHICH BEARS N 03°37'34"W, 64.44 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 01°11'47"W, 686.17 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 209.74 FEET, THROUGH A CENTRAL ANGLE OF 14°18'23", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 08°20'59"W, 209.20 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 15°30'10"W, 1624.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 586.43 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 35°30'10"W, 574.59 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 19-15**

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING NOTIFICATION OF INTENT TO ESTABLISH A REINVESTMENT ZONE TO PROVIDE FOR TAX ABATEMENT; PROVIDING FOR REQUIRED PUBLIC HEARINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas (“Town”) recognizes the importance of its role in local economic development; and

WHEREAS, on December 11, 2014, the Town Council approved Resolution No. 14-32 electing to become eligible to participate in tax abatements pursuant to the guidelines and criteria set out in the Incentives Policy established therein, said Incentives Policy governs tax abatement agreements to be entered into by the Town as required by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, the Town has determined that the approximate 260 acres depicted on the metes and bounds description attached hereto as Exhibit “A” (the “Property”) meets the criteria for a reinvestment zone under the Act; and

WHEREAS, the Act further requires that prior to the adoption of the ordinance providing for the establishment of a reinvestment zone to promote development or redevelopment within such zone through the use of tax abatement as authorized by the Act, the Town must hold a public hearing on the adoption of the proposed reinvestment zone and find that the improvements sought are feasible and practical and would be of benefit to the land to be included in the zone and to the community and provide interested persons the opportunity to speak and present evidence for or against the designation; and

WHEREAS, the Town desires, by calling and holding such public hearing, to provide a reasonable opportunity for any owner of property located within the proposed zone, any other taxing unit, and any other interested persons to speak for or against the creation of the proposed reinvestment zone or the inclusion of any property therein; and

WHEREAS, the Town Council desires to enter into certain tax abatement agreements with Schluter Systems, L.P. to encourage the development of a distribution and training facility located on the Property.

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

SECTION 1. That a public hearing shall be held at 6:30 P.M. on August 22, 2019, in the Town Council Chambers, Northlake Town Hall, 1500 Commons Circle, Ste. 300, Northlake, Texas, at which time any interested person may appear and speak for or against the creation of Reinvestment Zone No. 04 for the purpose of considering certain tax abatement agreements and at the close of the public hearing the Town Council shall consider:

- (1) an ordinance creating Town of Northlake Reinvestment Zone No. 04; and
- (2) entering into a tax abatement agreement for five (5) years with Schluter Systems, L.P. and/or its affiliated or subsidiary companies pursuant to the Act and the guidelines and criteria adopted in the Town’s Incentives Policy

SECTION 2. That notice of such public hearing shall be published in the official newspaper of the Town not later than seven (7) days prior to the date of such hearing, and that written notice of such hearing along with a copy of this resolution shall be delivered in writing to the presiding officer of the governing body of each taxing unit that has real property that is to be included in the proposed reinvestment zone within its boundaries.

SECTION 3. That this resolution shall take effect immediately from and after its passage.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS, ON THIS THE 1ST DAY OF AUGUST 2019**

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

**Exhibit “A”
The Property**

EXHIBIT "A" TO DEED

Property Description

BEING A TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. SURVEY, ABSTRACT NUMBER 189, AND THE H.W. COOKE SURVEY, ABSTRACT NUMBER 310, DENTON COUNTY, TEXAS AND BEING A PORTION OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO FRANKIE JO LEE ROBBINS RECORDED IN INSTRUMENT NUMBER 2010-5226, TO JON MARK ROBBINS RECORDED IN INSTRUMENT NUMBER 2010-5229, AND TO JASON LEE ROBBINS, RECORDED IN INSTRUMENT NUMBER 2010-5229, ALL OF 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 SET AT THE NORTHWEST CORNER OF AN 80 FOOT RIGHT-OF-WAY DEDICATION DESCRIBED BY DEED TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2015-74193 SAID REAL PROPERTY RECORDS, BEING IN THE WEST LINE OF SAID ROBBINS TRACT, AND BEING IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35W (A VARIABLE WIDTH RIGHT-OF-WAY) FROM WHICH A 5/8 INCH IRON ROD FOUND BEARS S 33°59'29"W, 168.42 FEET;

THENCE N 33°59'29"E, 66.00 FEET WITH THE COMMON LINE OF SAID ROBBINS TRACT AND SAID INTERSTATE HIGHWAY 35W TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 10°55'13"W, 107.94 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD FOUND;

THENCE N 33°59'10"E, 438.65 FEET WITH SAID COMMON LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET;

THENCE N 22°42'17"E, 459.94 FEET CONTINUING WITH SAID COMMON LINE;

THENCE N 26°03'23"E, 388.70 FEET, WITH SAID COMMON LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE NORTHWEST CORNER OF SAID ROBBINS TRACT;

THENCE N 89°42'08"E, 864.08 FEET, WITH SAID NORTH LINE, TO A 1/2 INCH IRON ROD FOUND AT THE NORTHEAST CORNER OF SAID ROBBINS TRACT;

THENCE S 00°36'08"E, 2652.85 FEET, DEPARTING SAID NORTHEAST CORNER, WITH THE EAST LINE OF SAID ROBBINS TRACT, TO A POST FOUND;

THENCE S 89°35'21"W, 31.00 FEET, CONTINUING WITH SAID EAST LINE, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 00°40'41"E, 2652.33 FEET, CONTINUING WITH SAID EAST LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

THENCE S 89°58'55"W, 77.00 FEET, WITH THE SOUTH LINE OF SAID ROBBINS TRACT, TO A 5/8 INCH IRON ROD, WITH PLASTIC CAP STAMPED "PELTON", SET AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED TOWN OF NORTHLAKE TRACT, FROM WHICH A 1/2 IRON ROD, FOUND AT THE SOUTHWEST CORNER OF SAID ROBBINS TRACT, BEARS S 89°58'55"W, 1715.91 FEET;

THENCE WITH SAID WEST LINE OF SAID TOWN OF NORTHLAKE TRACT THE FOLLOWING COURSES AND DISTANCES:

N 00°15'08"W, 329.70 FEET, DEPARTING SAID SOUTH LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 85.09 FEET, THROUGH A CENTRAL ANGLE OF 05°48'13", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 03°09'14"W, 85.05 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 06°03'21"W, 199.42 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE RIGHT;

WITH SAID CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.46 FEET, THROUGH A CENTRAL ANGLE OF 04°51'34", HAVING A RADIUS OF 760.00 FEET, THE LONG CHORD WHICH BEARS N 03°37'34"W, 64.44 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 01°11'47"W, 686.17 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 209.74 FEET, THROUGH A CENTRAL ANGLE OF 14°18'23", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 08°20'59"W, 209.20 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

N 15°30'10"W, 1624.14 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET AT THE BEGINNING OF A CURVE TO THE LEFT;

WITH SAID CURVE TO THE LEFT, AN ARC DISTANCE OF 586.43 FEET, THROUGH A CENTRAL ANGLE OF 40°00'00", HAVING A RADIUS OF 840.00 FEET, THE LONG CHORD WHICH BEARS N 35°30'10"W, 574.59 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON", SET;

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Final Plat of Town Commons Lot 2 (FP-19-007)

Purpose: To consider approval of a Final Plat of Lot 2, Town Commons, a 1.672-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 400 feet east of Cleveland-Gibbs Road, and zoned Mixed-Use Planned Development (MPD).

Owner: Harvest FM 407 LTD

Applicant/Developer: Office Equity Solutions

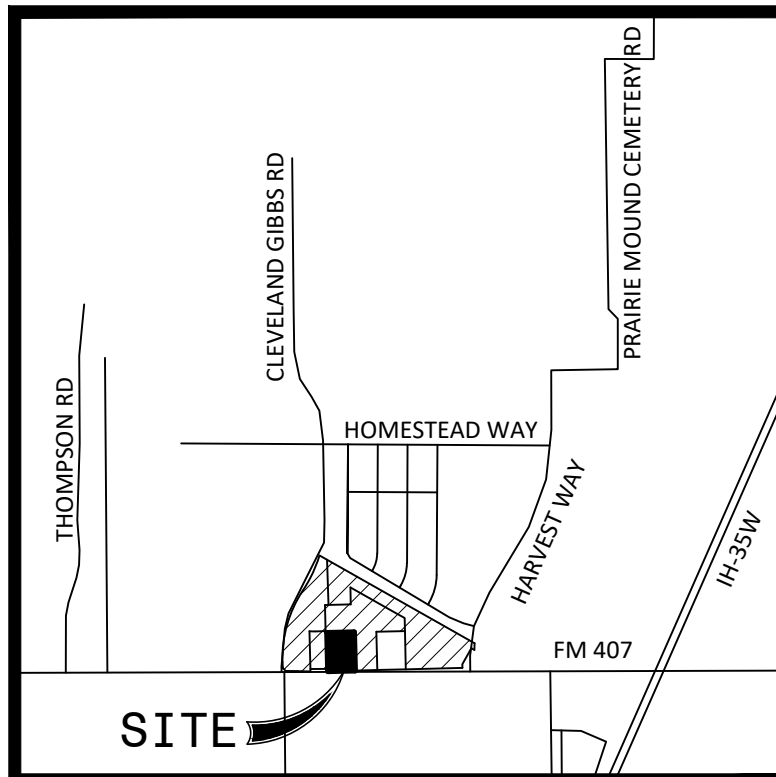
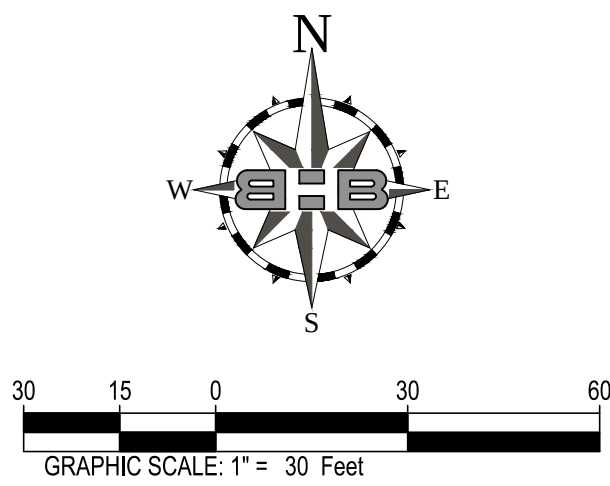
Engineer/Surveyor: Baird, Hampton & Brown Inc.

Background: This is the final plat of the site for the fourth phase of Northlake Commons. Town Hall is within Phase 1. The first 3 phases were site planned together as Town Commons Phase 1 which includes 4 buildings fully contained on Lot 1 which has been final platted.

The development was originally referred to as Town Commons. That name was included on the preliminary plat, so it is being carried forward on the final plats as well. The preliminary plat and a zoning amendment for the development 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). The final plat is comprised of 1 lot with access from FM 407, and it 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 all applicable Town requirements.

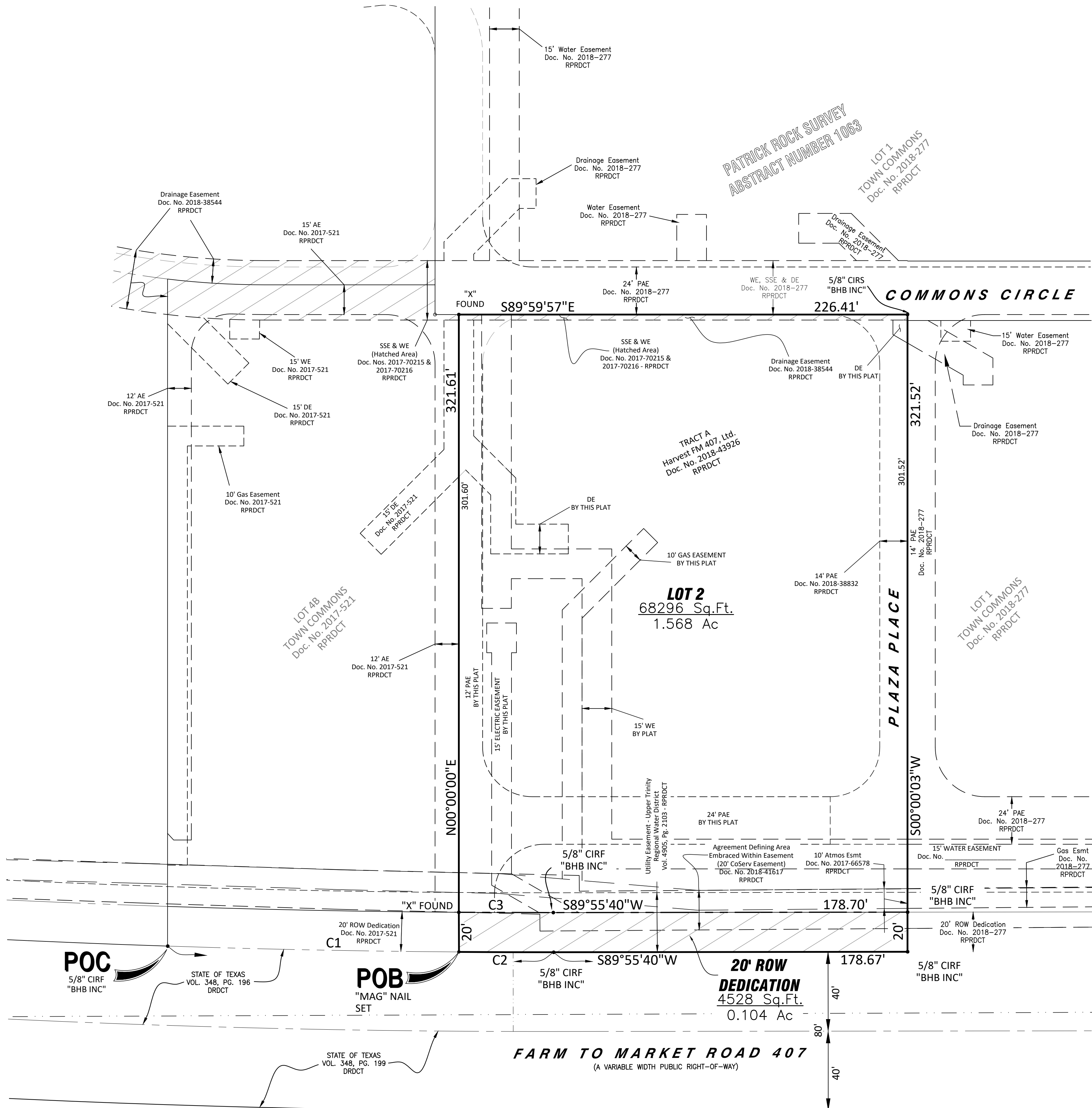
VICINITY MAP - NTS
TOWN OF NORTHLAKE, TEXAS

LEGEND

AE.....Access Easement
 CIRF.....Capped Iron Rod Found
 CIRS.....Capped Iron Rod Set
 DE.....Drainage Easement
 DOC. NO.....County Clerk's Document Number
 PAE.....Public Access Easement
 PG.....Page
 POB.....Point of Beginning
 RPRDCT.....Real Property Records,
 Denton County, Texas
 SSE.....Sanitary Sewer Easement
 VOL.....Volume
 WE.....Water Easement

NOTES

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. By scaled location of FEMA FIRM map No. 48121C0505G, Revised April 18, 2011, the subject property lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
3. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
4. Any Lots, ROWs and/or Easements shown on this plat as "Future" are shown for informational purposes only and are to be dedicated by separate instrument, if ever dedicated.



CURVE TABLE					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Ch. Length
C1	1°28'50"	5689.65'	147.03'	S88°51'04"E	147.03'
C2	0°28'51"	5689.65'	47.74'	N89°49'54"W	47.74'
C3	0°28'56"	5669.65'	47.71'	S89°49'52"E	47.71'

BHB Baird, Hampton & Brown
Engineering & Surveying
3801 William D. Tate Ave, Ste. 500, Grapevine, TX 76051
jmargotta@hbhinc.com 817-251-8550 www.bhbinc.com
BHB Project # 2018.758.000 TBPE Firm F-44 TBPLS Firm 10011302

**REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1:**

Date _____

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

APPROVAL BY THE TOWN COUNCIL

Date _____

Mayor, Town of Northlake

Town Secretary, Town of Northlake

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF _____ §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **Harvest FM 407, LTD.**, acting by and through the undersigned, their duly authorized agents, do hereby adopt this Final Plat designating the herein above described real property as **LOT 2, TOWN COMMONS**, an addition to the Town of Northlake, Texas, and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Harvest FM 407, LTD.
A Texas Limited Partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2019

Notary Public in and for the State of Texas

My commission expires _____

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert P. Allen, 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.

Robert P. Allen 07/17/2019
Registered Professional Land Surveyor No. 6495

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert P. Allen, 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 consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2019.

Notary Public in and for the State of Texas

My commission expires:

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.
Released for Review By:
Surveyor: Robert P. Allen
Registered Professional Land Surveyor No. 649
Release Date: 07-17-2019

FINAL PLAT
TOWN COMMONS
LOT 2

BEING 1.672 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063

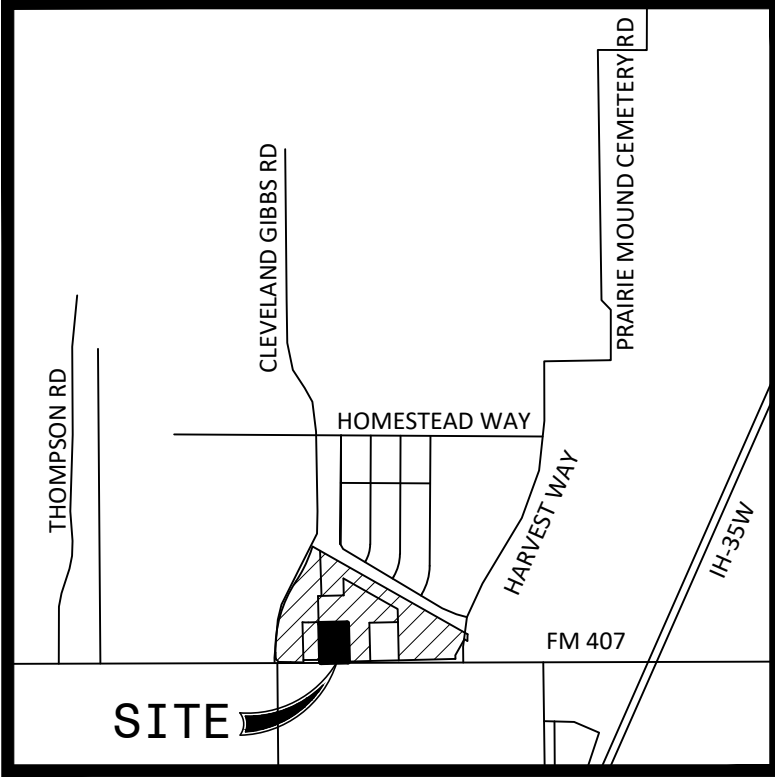
IN THE TOWN OF NORTHLAKE

DENTON COUNTY, TEXAS

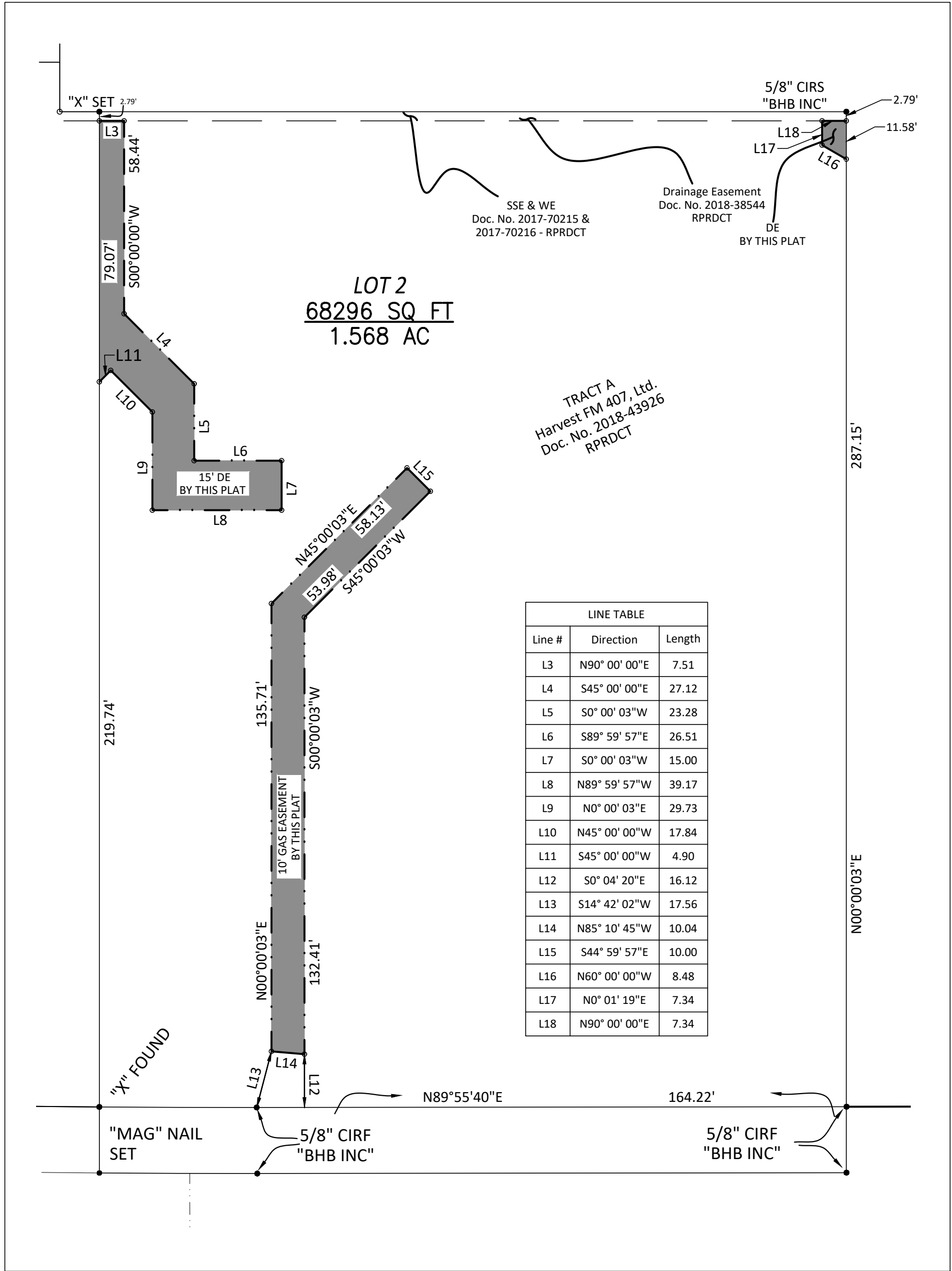
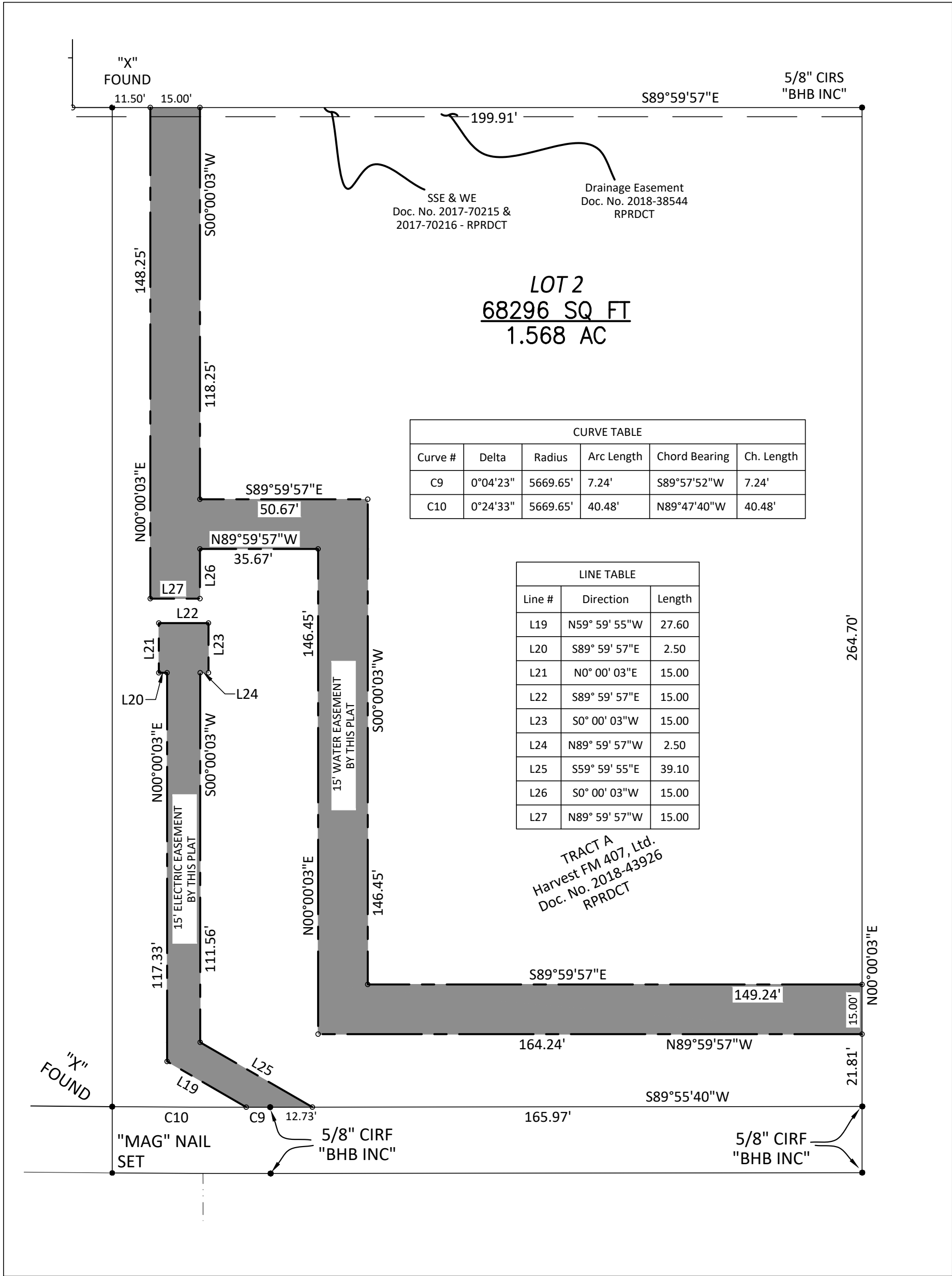
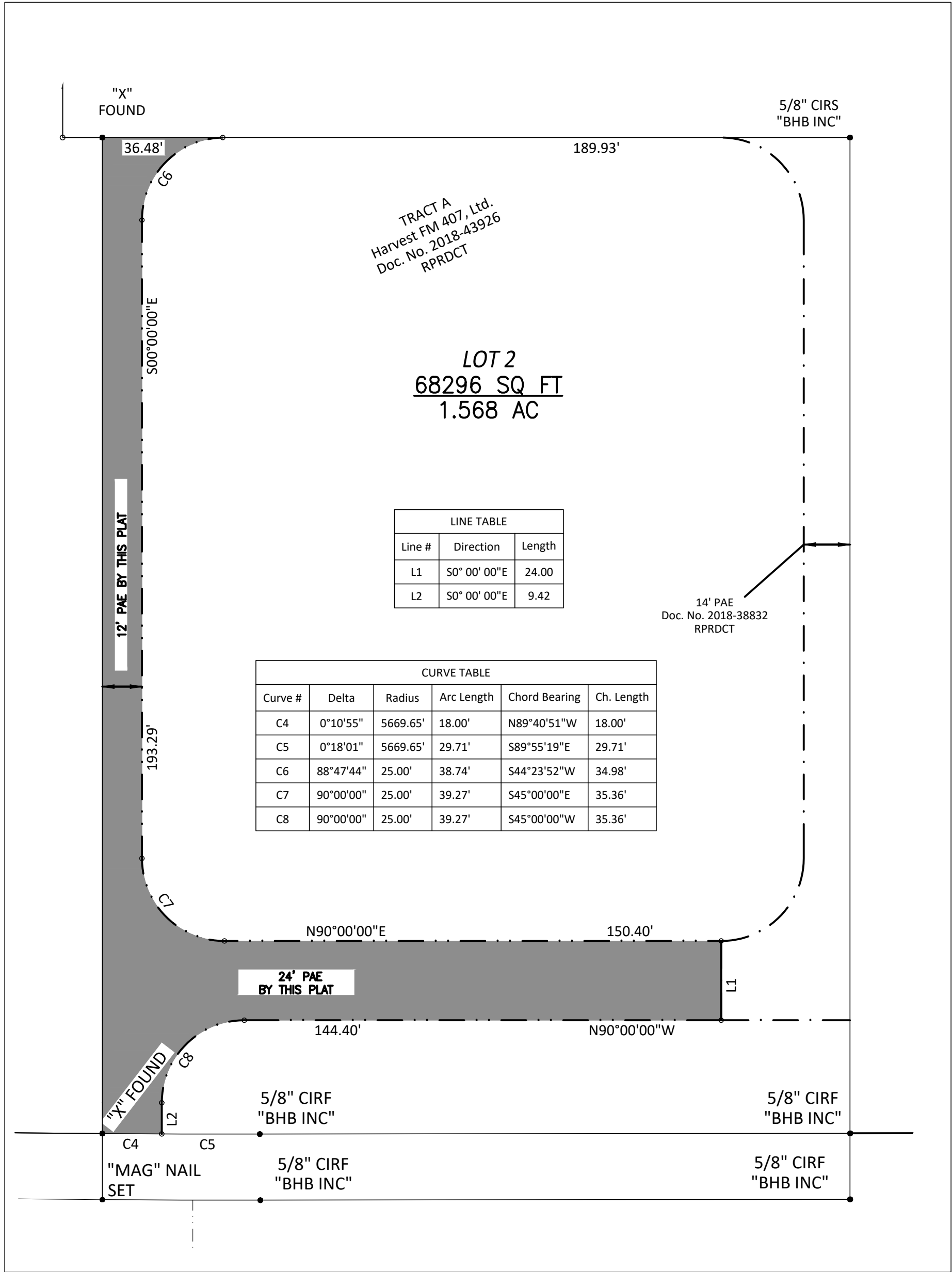
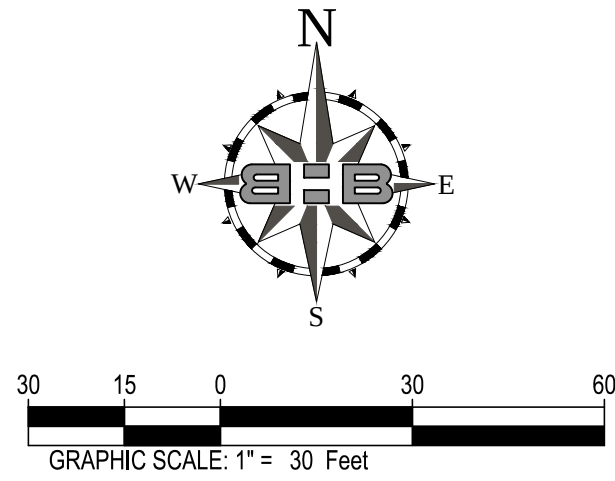
1 NON-RESIDENTIAL LOT

CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT)

JULY 2019



VICINITY MAP - NTS
TOWN OF NORTHLAKE, TEXAS



NOTES

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. By scaled location of FEMA FIRM Map No. 48121C0505G, Revised April 18, 2011, the subject property lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
3. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
4. Any Lots, ROWs and/or Easements shown on this plat as "FUTURE", are shown for informational purposes only and are to be dedicated by separate instrument, if ever dedicated.

LEGEND

AE.....Access Easement
CIRF.....Capped Iron Rod Found
CIRS.....Capped Iron Rod Set
DE.....Drainage Easement
DOC. NO.....County Clerk's Document Number
PAE.....Public Access Easement
PG.....Page
POB.....Point of Beginning
RPRDCT.....Real Property Records,
Denton County, Texas
SSE.....Sanitary Sewer Easement
VOL.....Volume
WE.....Water Easement

FINAL PLAT
TOWN COMMONS
LOT 2

BEING 1.672 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
1 NON-RESIDENTIAL LOT
CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT)
JULY 2019

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Final Plat of Town Commons Lot 3 (FP-19-008)

Purpose: To consider approval of a Final Plat of Lot 3, Town Commons, a 1.764-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD).

Owner: Harvest FM 407 LTD

Applicant/Developer: Office Equity Solutions

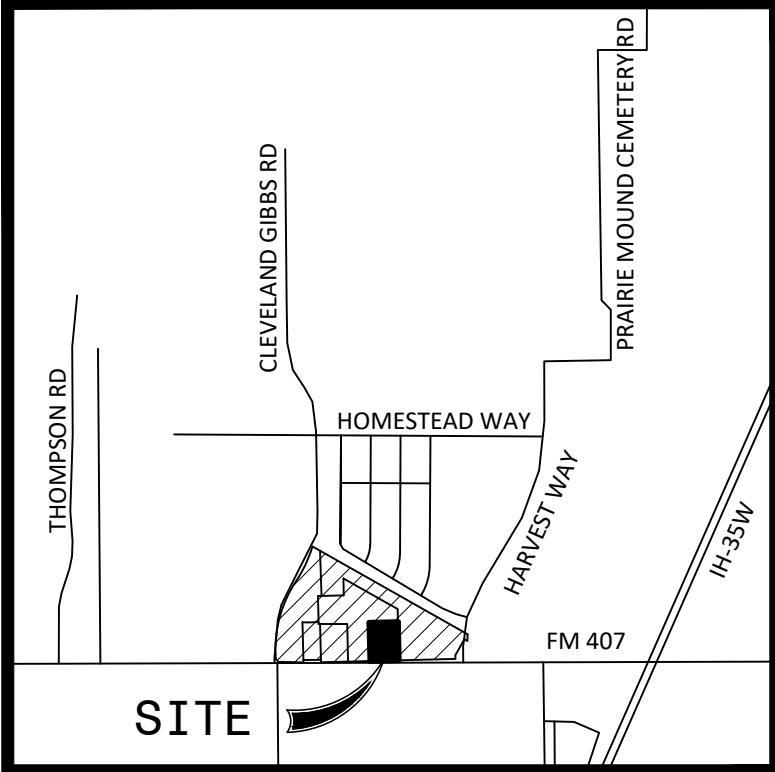
Engineer/Surveyor: Baird, Hampton & Brown Inc.

Background: This is the final plat of the site for the fifth phase of Northlake Commons. Town Hall is within Phase 1. The first 3 phases were site planned together as Town Commons Phase 1 which includes 4 buildings fully contained on Lot 1 which has been final platted. The site plan and final plat for Phase 4 is on this same agenda for consideration.

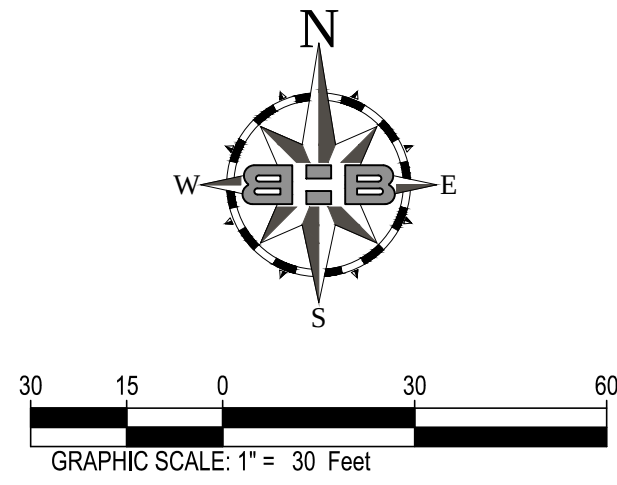
The development was originally referred to as Town Commons. That name was included on the preliminary plat, so it is being carried forward on the final plats as well. The preliminary plat and a zoning amendment for the development were approved by Town Council on December 8, 2016.

Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of 1 lot with access from FM 407, and it 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 all applicable Town requirements.



VICINITY MAP - NTS
TOWN OF NORTHLAKE, TEXAS

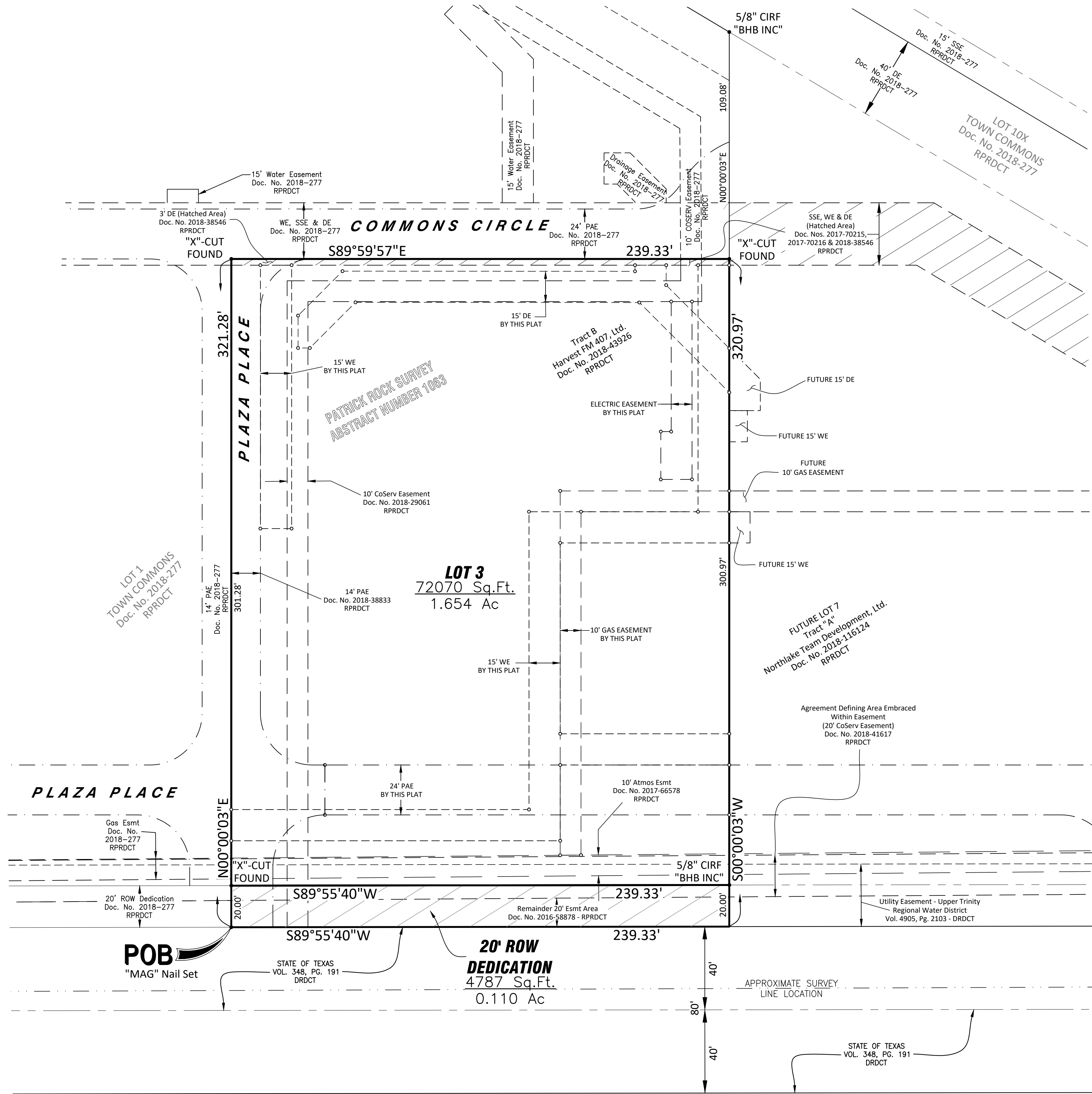


LEGEND

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1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. By scaled location of FEMA FIRM Map No. 48121C0505G, Revised April 18, 2011, the subject property lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
3. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
4. Any Lots, ROWs and/or Easements shown on this plat as "FUTURE", are shown for informational purposes only and are to be dedicated by separate instrument, if ever dedicated.



BEING a tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas, being all of a Tract "B" as described in the deed to Harvest FM 407, Ltd., recorded in County Clerk's Document No. (Doc. No.) 2018-43926, Real Property Records, Denton County, Texas (RPRDCT), and being more particularly described by metes and bounds as follows (Bearings referenced to the Texas Coordinate System, NAD83 North Central Zone - 4202, as established using GPS Technology in conjunction with the Texas RTK Cooperative Network):

BEGINNING at a set "MAG" Nail for the southeast corner of a 20 foot right-of-way dedication on Lot 1, Town Commons, an addition to the Town of Northlake as shown on the plat recorded in Doc. No. 2018-277, RPRDCT and being in the north right-of-way line of Farm to Market Road 407 (a variable width right-of-way);

THENCE North 00°00'03" East, with the east line of said right-of-way dedication, passing at a distance of 20.00 feet, a found "X"-Cut for the southeast corner of said Lot 1, and now continuing with the most southerly east line of said Lot 1, in all for a total distance of 321.28 feet to a found "X"-Cut in concrete for an re-entrant corner of said Lot 1;

THENCE South 89°59'57" East, with the most easterly south line of said Lot 1, a distance of 239.33 feet to a found "X"-Cut for the most easterly southeast corner of said Lot 1, and being in the west line of Tract "A" as described by deed to Northlake Team Development, Ltd. as recorded in Doc. No. 2018-116124, RPRDCT;

THENCE South 00°00'03" West, with a west line of said Tract "A", a distance of 320.97 feet to a point in the north right-of-way line of the aforementioned Farm to Market Road 407;

THENCE South 89°55'40" West, with the said north right-of-way line, a distance of 239.33 feet to the POINT OF BEGINNING and containing 72,070 square feet or 1.764 acres of land more or less.

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **Harvest FM 407, LTD.**, acting by and through the undersigned, their duly authorized agents, do hereby adopt this Final Plat designating the herein above described real property as **LOT 3, TOWN COMMONS**, an addition to the Town of Northlake, Texas, and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Harvest FM 407, LTD.
A Texas Limited Partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF §

BEFORE ME, the undersigned authority, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2018.

Notary Public in and for the State of Texas My commission expires

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert P. Allen, 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.

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.

Robert P. Allen
RPLS No. 6495
07-17-2019

Robert P. Allen 07/17/2019
Registered Professional Land Surveyor No. 6495

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert P. Allen, 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 consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2019.

Notary Public in and for the State of Texas My commission expires

REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1:

Date

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

APPROVAL BY THE TOWN COUNCIL

Date

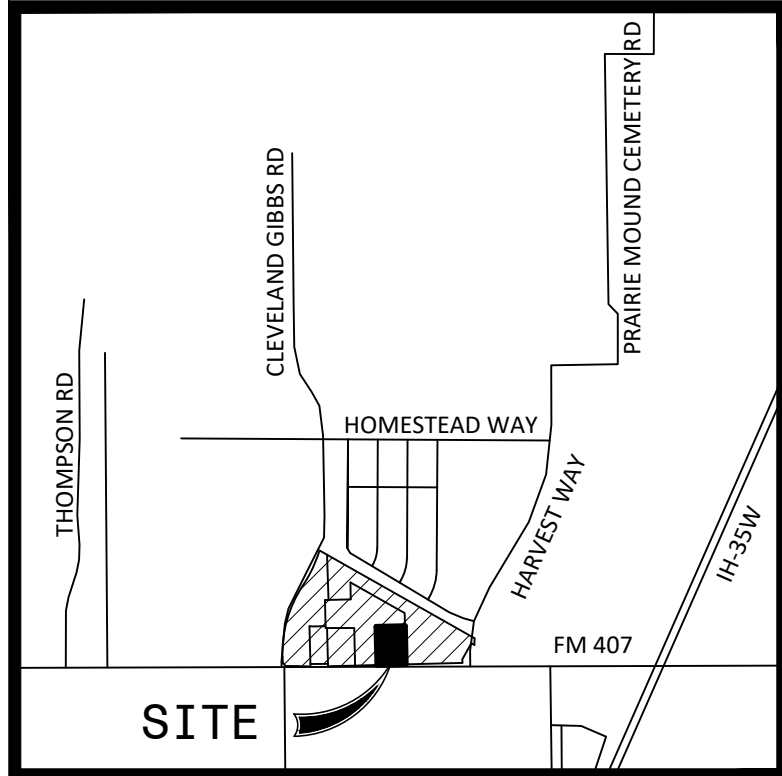
Mayor, Town of Northlake

Town Secretary, Town of Northlake

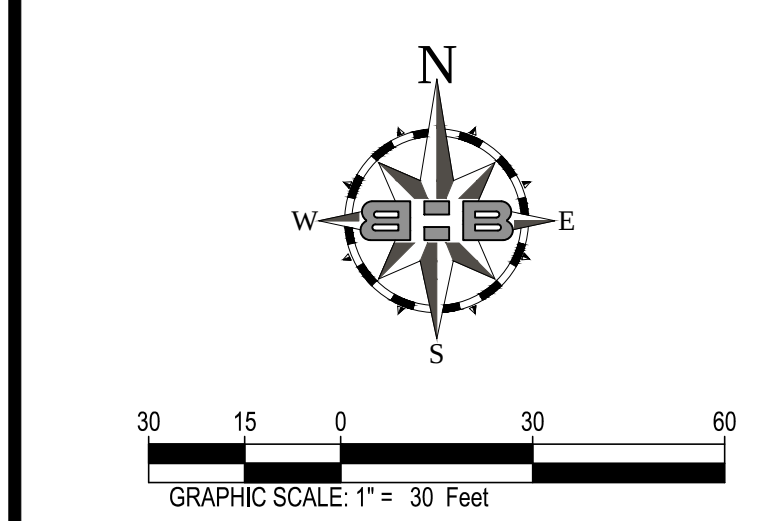
FINAL PLAT
TOWN COMMONS
LOT 3

BEING 1.764 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
1 NON-RESIDENTIAL LOT
CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT)

JULY 2019
SHEET 1 OF 2



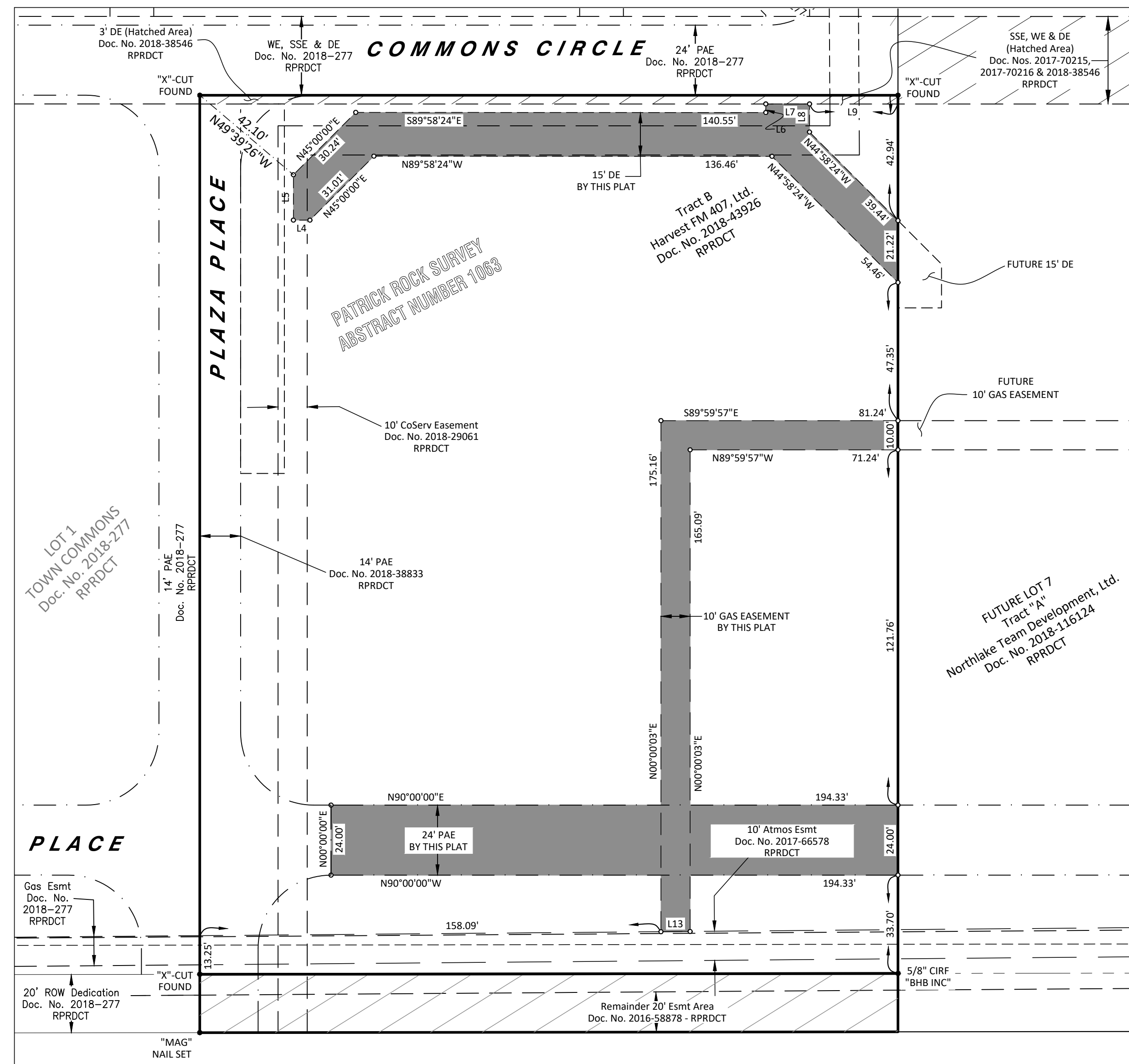
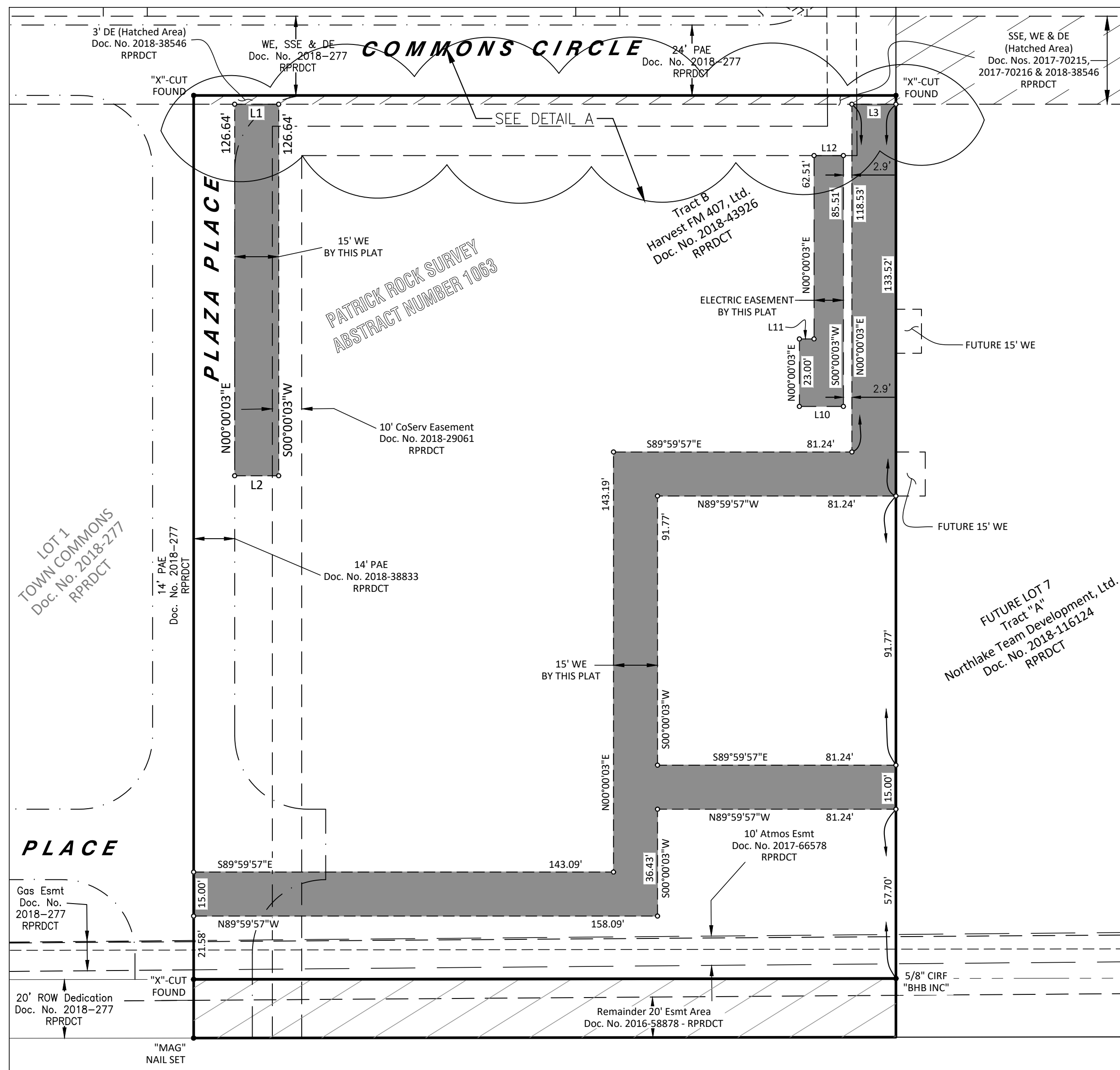
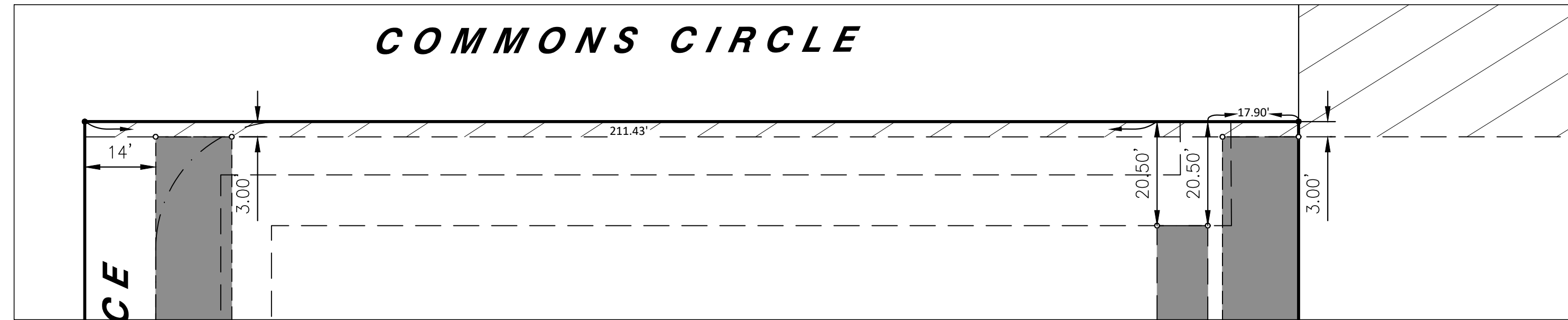
VICINITY MAP - NTS
TOWN OF NORTHLAKE, TEXAS



LINE TABLE		
Line #	Direction	Length
L1	N90° 00' 00"E	15.00
L2	N89° 59' 57"W	15.00
L3	S89° 57' 32"E	15.00
L4	N90° 00' 00"E	5.67
L5	S0° 00' 00"E	15.55
L6	S0° 01' 36"W	2.95
L7	N90° 00' 00"W	15.00
L8	N0° 01' 36"E	9.61
L9	S90° 00' 00"E	30.31
L10	N89° 59' 57"W	15.00
L11	S89° 59' 57"E	5.00
L12	N90° 00' 00"E	10.00
L13	N89° 36' 21"E	10.00

DETAIL A

SCALE 1"=20'



NOTES

- Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 as established using the AllTerra RTKNet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
- By scaled location of FEMA FIRM Map No. 48121C0505G, Revised April 18, 2011, the subject property lies within Zone X (unshaded) - Areas determined to be outside the 0.2% annual chance floodplain.
- This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
- Any Lots, ROWs and/or Easements shown on this plat as "FUTURE", are shown for informational purposes only and are to be dedicated by separate instrument, if ever dedicated.

LEGEND

AE.....Access Easement
CIRF.....Capped Iron Rod Found
DE.....Drainage Easement
DOC. NO.....County Clerk's Document Number
PAE.....Public Access Easement
PG.....Page
POB.....Point of Beginning
RPRDCT.....Real Property Records,
Denton County, Texas
SSE.....Sanitary Sewer Easement
VOL.....Volume
WE.....Water Easement

FINAL PLAT TOWN COMMONS LOT 3

BEING 1.764 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
1 NON-RESIDENTIAL LOT
CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT)
JULY 2019
SHEET 2 OF 2

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Final Plat of Town Commons Lot 7 (FP-19-009)

Purpose: To consider approval of a Final Plat of Lot 7, Town Commons, a 1.697-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located on the north side of FM 407 approximately 400 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD).

Owner: Northlake Development LTD

Applicant/Developer: Office Equity Solutions

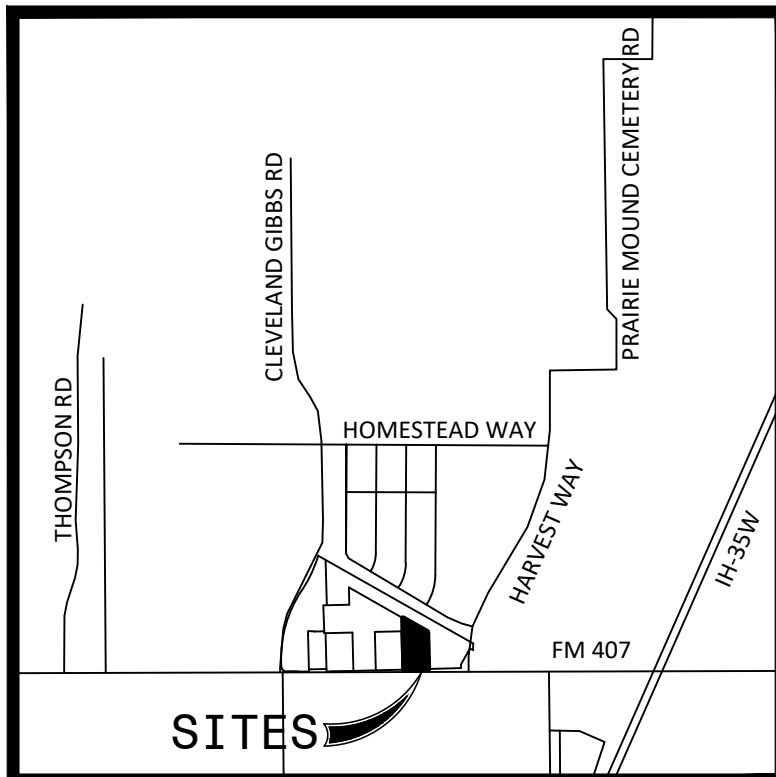
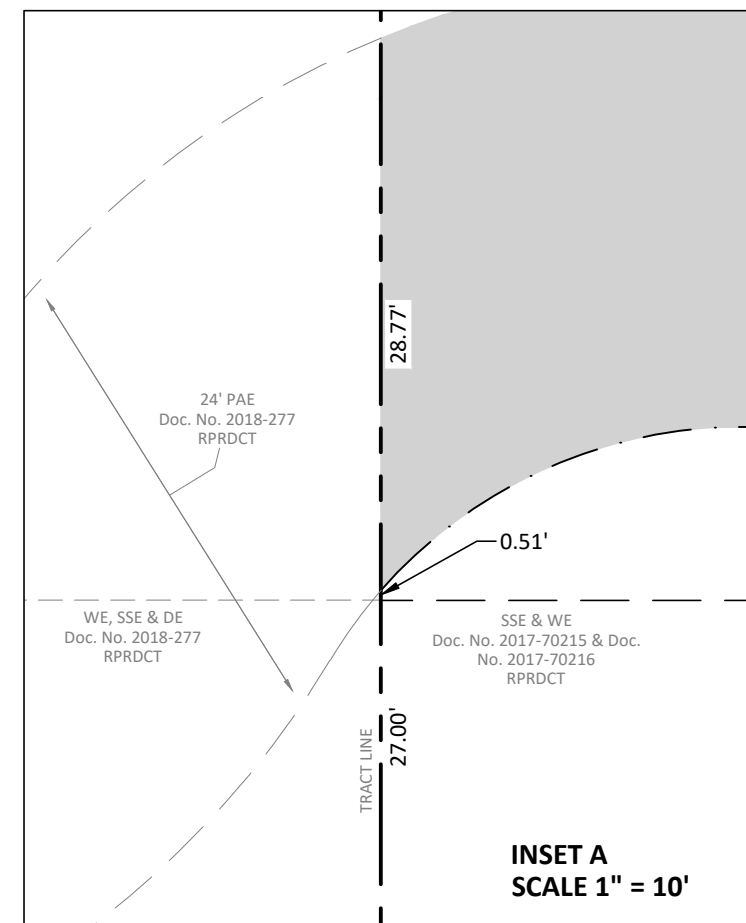
Engineer/Surveyor: Baird, Hampton & Brown Inc.

Background: This is the final plat of the site for the sixth phase of Northlake Commons. Town Hall is within Phase 1. The first 3 phases were site planned together as Town Commons Phase 1 which includes 4 buildings fully contained on Lot 1 which has been final platted. The site plans and final plats for Phases 4 & 5 are on this same agenda for consideration.

The development was originally referred to as Town Commons. That name was included on the preliminary plat, so it is being carried forward on the final plats as well. The preliminary plat and a zoning amendment for the development 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). The final plat is comprised of 1 lot with access from FM 407, and it 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 all applicable Town requirements.

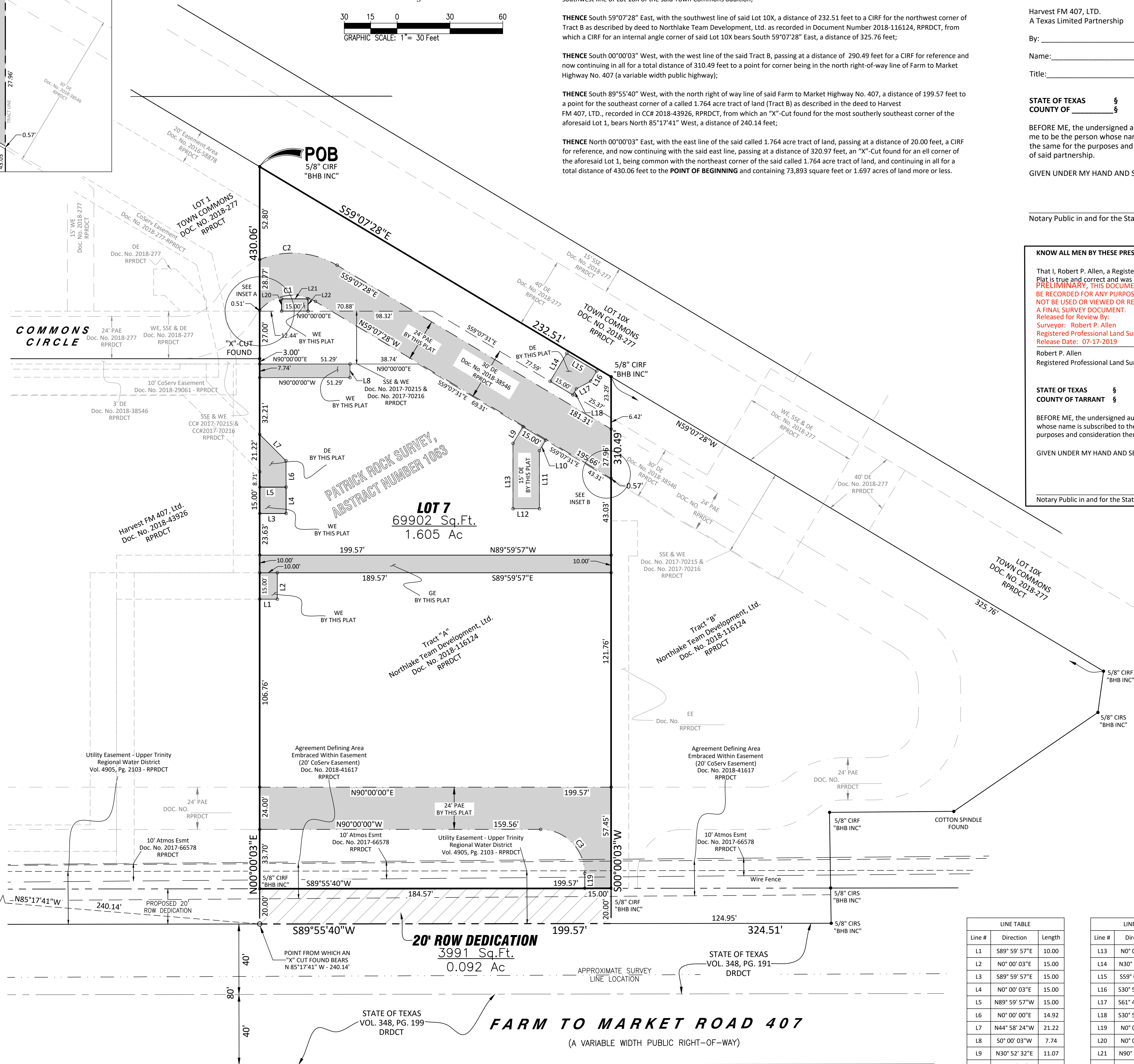
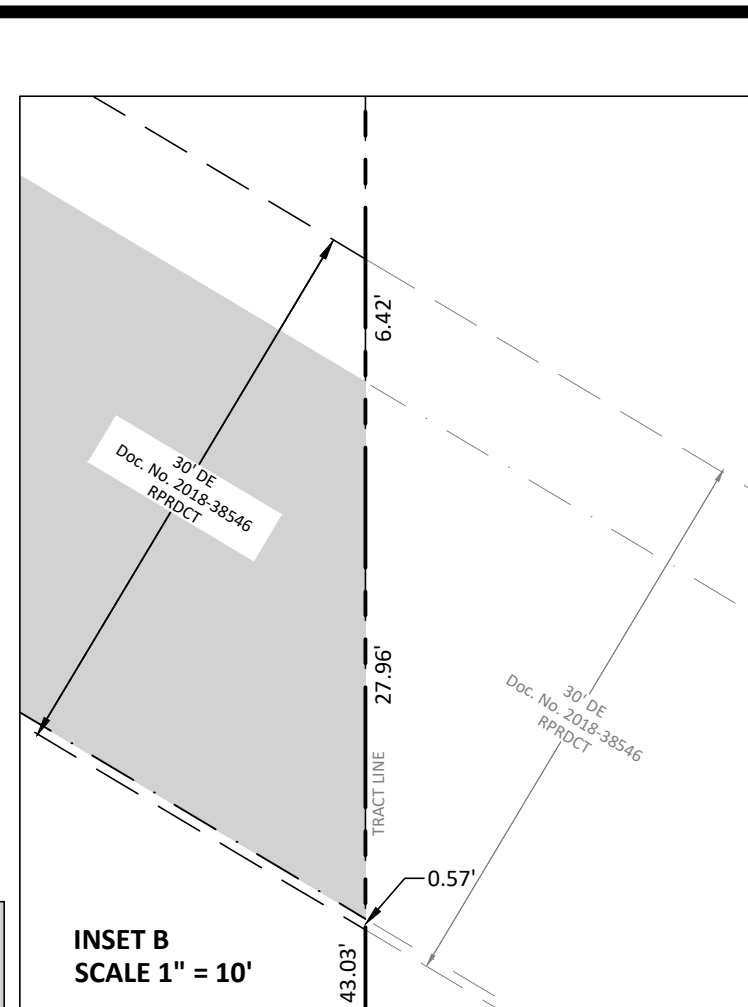
VICINITY MAP - NTS
TOWN OF NORTHLAKE, TEXAS

LEGEND

AE.....Access Easement
 CIRF.....Capped Iron Rod Found
 CIRS.....Capped Iron Rod Set
 DE.....Drainage Easement
 DO. NO.....County Clerk's Document Number
 EE.....Electric Easement
 GE.....Gas Easement
 PAE.....Public Access Easement
 PG.....Page
 POB.....Point of Beginning
 RPRDCT.....Real Property Records,
 Denton County, Texas
 SSE.....Sanitary Sewer Easement
 VOL.....Volume
 WE.....Water Easement

SURVEYOR'S NOTES

1. Basis of bearing being U.S. State Plane Grid - Texas North Central Zone (4202) NAD83 is established using the Western Data Systems RTKnet Cooperative Network. Reference frame is NAD83(2011) Epoch 2010.0000. Distances shown are U.S. Survey feet displayed in surface values.
2. The use of the word "certification" hereon constitutes an expression of professional opinion regarding those facts of findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied.
3. This survey reflects the above ground indications of utilities. The surveyor makes no guarantee that the utilities shown comprise all such utilities in the area, either in service, or abandoned. Further, the surveyor does not warrant that the underground utilities shown are in the exact location indicated. The surveyor has not physically located all the underground utilities, or other buried features, but has made an attempt to locate those visible or indicated as accurately as possible.
4. By scaled location of FEMA FIRM Map No. 48121C0505G, Revised April 18, 2011, the subject property lies within:
-Zone X (unshaded) - Areas determined to be outside the 0.2% annual floodplain.
6. The public ROW of FM-407 adjoins the south boundary line of the Future Lot 7 & Future Lot 8 surveyed hereon; no gaps or gores exist.
7. This survey has been prepared without the benefit of a current commitment for title insurance, additional easements or restrictions may affect this property.
8. It is not the intent of this survey to dictate any public Right-of-Way. The Proposed 20' Right-of-Way Dedication shown hereon are for informational purposes only and are intended to represent how the tracts will appear in the future after the tracts have been platted.



LINE TABLE		
Line #	Direction	Length
L1	S89° 59' 57"E	10.00
L2	N0° 00' 03"E	15.00
L3	S89° 59' 57"E	15.00
L4	N0° 00' 03"E	15.00
L5	N89° 59' 57"W	15.00
L6	N0° 00' 00"E	14.92
L7	N44° 58' 24"W	21.22
L8	S0° 00' 03"W	7.74
L9	N30° 52' 32"E	11.07
L10	S30° 52' 32"W	6.93
L11	S0° 00' 03"W	32.98
L12	N89° 59' 57"W	15.00

LINE TABLE		
Line #	Direction	Length
L13	N0° 00' 03"E	37.12
L14	N30° 52' 32"E	18.49
L15	S59° 07' 28"E	19.75
L16	S30° 52' 32"W	6.60
L17	S61° 45' 01"W	9.26
L18	S30° 52' 32"W	3.95
L19	N0° 00' 00"E	8.47
L20	N0° 00' 03"E	7.00
L21	N90° 00' 00"E	15.00
L22	S0° 00' 03"W	7.00

CURVE TABLE					
Curve #	Delta	Radius	Arc Length	Chord Bearing	Ch. Length
C1	79°39'21"	25.00'	34.76'	S81°02'52"W	32.02'
C2	53°26'33"	49.00'	45.70'	S85°50'44"E	44.07'
C3	90°00'00"	25.00'	39.27'	N45°00'00"W	35.36'

FINAL PLAT
TOWN COMMONS
LOT 7

BEING 1.697 ACRES IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE TOWN OF NORTHLAKE
DENTON COUNTY, TEXAS
1 NON-RESIDENTIAL LOT
CURRENT ZONING M-PD (MIXED-USE/PLANNED DEVELOPMENT) & ETJ
JULY 2019

OWNER'S CERTIFICATION

STATE OF TEXAS §
COUNTY OF _____§

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, **Harvest FM 407, LTD.**, acting by and through the undersigned, their duly authorized agents, do hereby adopt this Final Plat designating the herein above described real property as **LOT 2, TOWN COMMONS**, an addition to the Town of Northlake, Texas, and do hereby dedicate to the public use forever, the streets and easements shown thereon.

Harvest FM 407, LTD.
A Texas Limited Partnership

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
COUNTY OF _____§

BEFORE ME, the undersigned authority, on this day personally appeared, _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2018.

Notary Public in and for the State of Texas

My commission expires

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert P. Allen, 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.
**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.**
 Released for Review By:
 Surveyor: Robert P. Allen
 Registered Professional Land Surveyor No. 6495
 Release Date: 07-17-2019

Robert P. Allen 07/17/2019
Registered Professional Land Surveyor No. 6495

STATE OF TEXAS §
COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, on this day personally appeared Robert P. Allen, 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 consideration therein expressed, in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the ____ day of _____, 2019.

Notary Public in and for the State of Texas

My commission expires _____

REVIEWED AND APPROVED BY
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1:

Date _____

DISTRICT ENGINEER
BELMONT FRESH WATER SUPPLY DISTRICT NO. 1

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: August 1, 2019
Re: Site Plan of Northlake Commons Phase 4 (SP-19-001)

Purpose: Consider approval of a Site Plan, with a variance for exterior materials, of Northlake Commons Phase 4, a proposed three-building, 17,050 square-foot commercial development on 1.568 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 2, Town Commons, generally located on the north side of FM 407 approximately 400 feet east of Cleveland-Gibbs Road, and zoned Mixed-Use Planned Development (MPD).

Owner: Harvest FM 407 LTD

Applicant/Developer: Office Equity Solutions

Engineer/Surveyor: Baird, Hampton & Brown Inc.

Existing Condition of the Property: The subject property is currently vacant, and the final plat for this site is on this same agenda.

Staff Analysis:

Access: Shared driveways and access easements will provide access to the site from multiple driveways on FM 407 as well as Cleveland-Gibbs Road.

Parking: The development is planned for a mix of commercial uses including retail and office uses, both of which require 1 parking space per 250 square feet, requiring a minimum of 68 parking spaces in the phase. 69 parking spaces are provided on the site plan of which 6 of the spaces will meet ADA requirements.

Fencing, Lighting, and Signage: Dumpster locations are shown on the site plan with screening. Dumpster enclosure screening details shall be provided with building permit application and meet all UDC requirements. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the UDC at time of permitting.

Landscaping: Detailed landscape plans have been provided showing landscaping meeting the requirements of the UDC. Landscape materials were chosen for compatibility with

the UDC as well as to match those already being used in the neighboring Harvest development with preference for low maintenance, low water use plants being native or well adapted for this region.

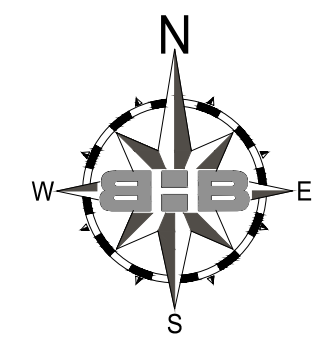
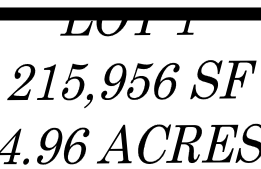
Building Elevations: Architectural elevations of the buildings are provided showing all four sides of each building. The building elevations appear to comply with the requirements of the UDC except for some exterior materials. A mix of exterior materials is shown on the elevations, including stucco, Nichiha, stone, cast stone, and some corrugated panel. The UDC requires that a maximum of 15% of the façade of a commercial building, exclusive of doors and windows, shall include secondary materials such as metal or cementitious fiberboard. The proposed elevations show several facades which include greater than 15% Nichiha wood panel, a cementitious fiberboard product, or corrugated panel. The UDC provides that Town Council may approve a variance to the exterior materials requirements with the site plan approval based upon architectural design and creativity. A similar variance was approved with the Town Commons Phase 1 site plan, and these buildings are designed for compatibility with the existing buildings within the development. Staff has no objection to this variance.

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 all applicable requirements of the Unified Development Code (UDC) except for the exterior materials as noted above.

1. ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S AGENT.
3. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
4. EXISTING UTILITY IS EXPOSED FROM THE CONSTRUCTION SITE AND DEPOSITED ONTO ADJACENT PROPERTIES SHALL BE REMOVED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
5. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS SHOWN OR INDICATED OTHERWISE.
6. ALL DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO EAST PROPERTY LINE BEARING OF N 0°00'03" E UNLESS OTHERWISE SHOWN OR INDICATED.
7. EXISTING UTILITY INFORMATION ON THE DRAWING OR INFORMATION ON THE FIELD SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, OVERHEAD UTILITY POLES AND GUY LINES THROUGHOUT CONSTRUCTION.
9. CONSTRUCTION SHALL BE COMPLETED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS AND TOWN OF NORTHLAKE CRITERIA.



GRAPHIC SCALE: 1" = 20 Feet

EXISTING		PROPOSED
	PROPERTY LINE	
	BUILDING FOOTPRINT	
	CURB & GUTTER	
	CONCRETE PAVEMENT	
	CONCRETE SIDEWALK	
	FIRE LANE	
	ELEVATION CONTOUR	
	FLOW ARROW	
	SIGN	
	GATE VALVE	
	FIRE HYDRANT	
	WATER METER	
	SANITARY SEWER MANHOLE	
	SANITARY SEWER CLEANOUT	
	UTILITY POLE	
	LIGHT POLE	
	OVERHEAD UTILITY LINE	
	TEMPORARY BENCH MARK	
	SIDEWALK RISER	

SITE SUMMARY TABLE		
PROPOSED LOT		LOT 2
LOT AREA		68,296.00 SF
BLDG AREA		
	BLDG A	6,300 SF
	BLDG B	6,400 SF
	BLDG C	4,350 SF
	BLDG AREA TOTAL	17,050 SF
BLDG HEIGHT		
	BLDG A	ONE STORY
	BLDG B	ONE STORY
	BLDG C	ONE STORY
OPEN SPACE REQUIRED	10%	6829.60 SF
OPEN SPACE PROVIDED	12.23%	8356.00 SF
IMPERVIOUS AREA	87.77%	59940.00 SF
PARKING DATA		
REQUIRED PARKING		68
PROVIDED PARKING		69
REQUIRED ACCESSIBLE PARKING		3
PROVIDED ACCESSIBLE PARKING		6
* 1 SPACE PER 250 BLDG SQFT - RETAIL/COMMERCIAL		

**PHASE 3
BLDG A
10,000 SF**

SITE PLAN
of
NORTHLAKE COMMONS PHASE 4
Lot 2, Town Commons
Town of Northlake, Denton County, Texas
1.568 Acres
Zoned Mixed-Use Planned Development (MPD)
July 2019

B=B
BAIRD, HAMPTON & BROWN
engineering and surveying

3801 William D. Tate Ave., Ste 500 Grapevine, TX 76051
mail@bhinc.com • 817.251.8550 • bhinc.com
TBPE Firm #44 • TBPLS FIRM #1011302

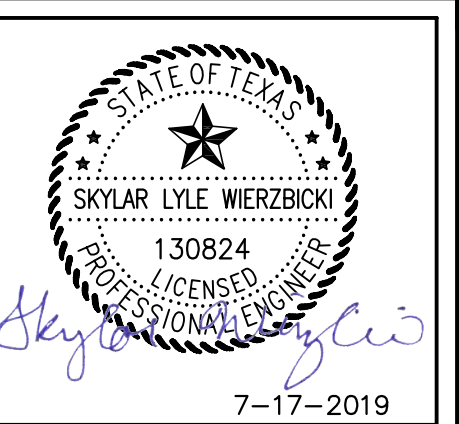


OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092

NORTHLAKE COMMONS LOT 2 PHASE 4
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

SITE PLAN

NO.	DESCRIPTION	DATE



PROJECT NUMBER: 2018.758.000	
DATE: 7/17/2019	DRAWN BY: DS
DESIGN BY: SLW	CHECKED BY: SLW

SHEET
4
4 of 25



AREAS TO BE SODDED

AREAS OF PURPLELEAF WINTERCREEPER GROUNDCOVER

LANDSCAPE IRRIGATION

ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, AND OTHER APPLICABLE CODES.

LANDSCAPE MAINTENANCE

TREES AND VEGETATION, IRRIGATION SYSTEMS, FENCES, WALLS AND OTHER LANDSCAPE ELEMENTS SHALL BE CONSIDERED AS ELEMENTS OF THE PROJECT IN THE SAME MANNER AS PARKING, BUILDING MATERIALS AND OTHER SITE DETAILS. THE APPLICANT, LANDOWNER OR SUCCESSORS IN INTEREST SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REGULAR MAINTENANCE OF ALL LANDSCAPE ELEMENTS IN GOOD CONDITION. ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER, AND ALL LANDSCAPE STRUCTURES, SUCH AS FENCES AND WALLS SHALL BE REPAIRED AND REPLACED PERIODICALLY TO MAINTAIN A STRUCTURALLY SOUND CONDITION. ANY LANDSCAPE ELEMENT THAT DIES, OR IS OTHERWISE REMOVED, SHALL BE REPLACED WITHIN 3 MONTHS.

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092



OFFICE EQUITY SOLUTIONS

NORTHLAKE COMMONS LOT 2 PHASE 4
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002



7-17-2019

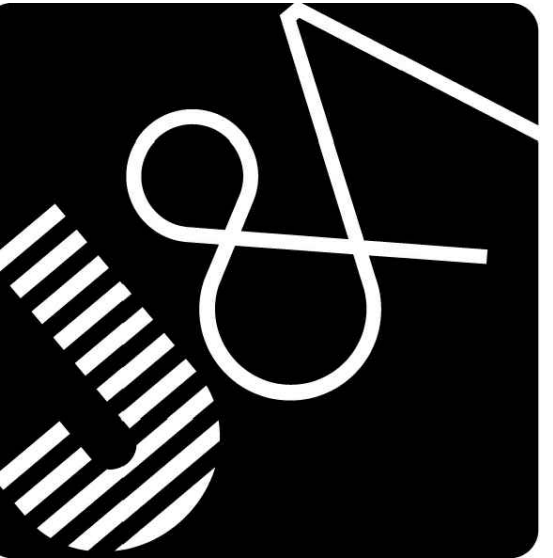
PROJECT NUMBER:	2018.758.000
DATE: 6/12/2019	DRAWN BY: TK
DESIGN BY: TK	CHECKED BY: TK

SHEET

23



3801 William D. Tate Ave, Ste 500 Grapevine, TX 76051
mail@bhbinc.com • 817.251.8550 • bhbinc.com
TRPE Firm #14 • TRPI SICM #10011302



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699

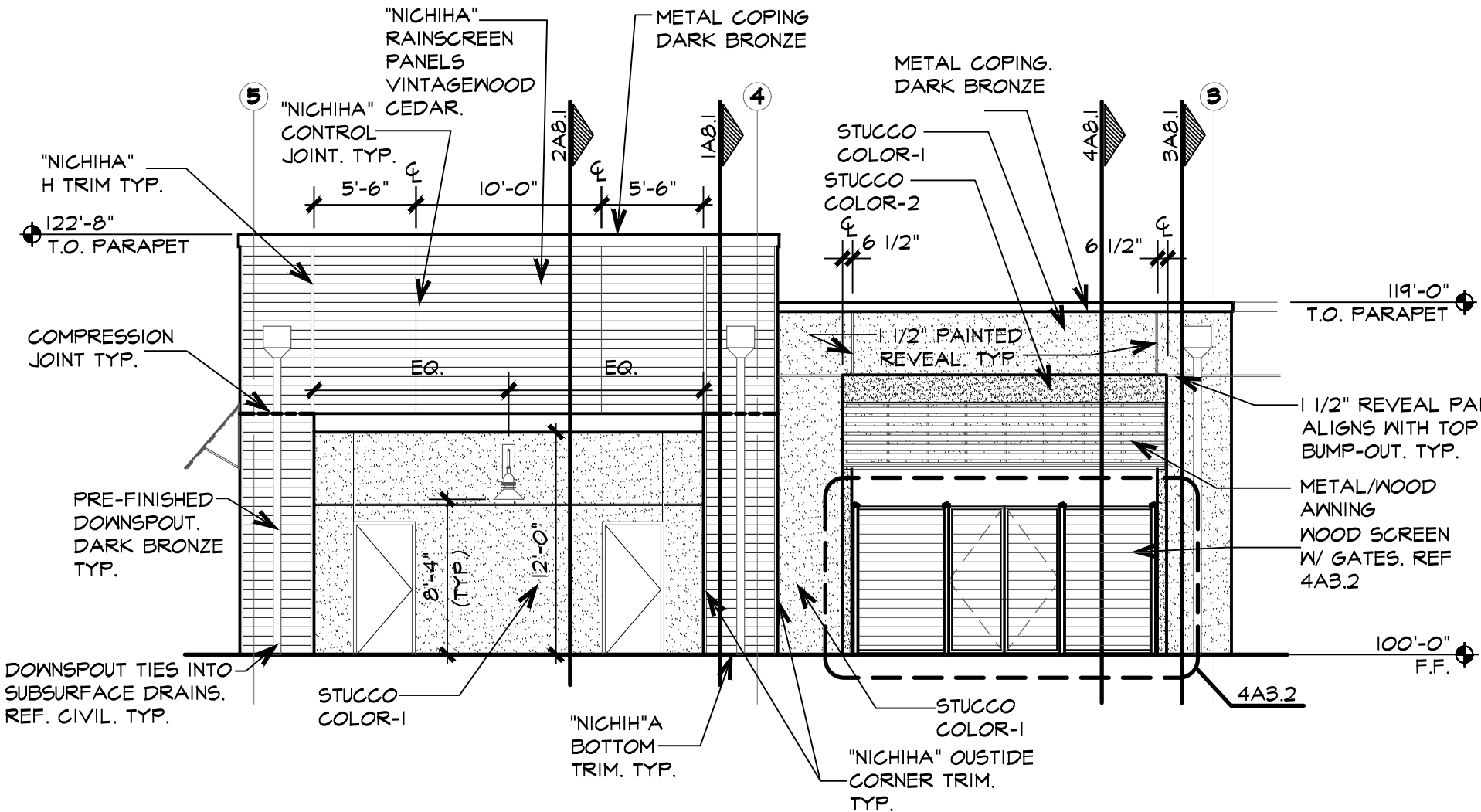


05/31/2019

- GENERAL NOTES FOR NICHHA PRODUCT:
- NICHHA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHHA BUTTS INTO NON - NICHHA PANELS (USE "J" MOULD)
 - USE NICHHA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
 - USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHHA STARTER TRACK.
 - MINIMUM 1/4" IS REQUIRED BETWEEN NICHHA PANELS AND FLASHINGS FOR DRAINAGE.
 - NON FACTORY EDGES OF NICHHA PANELS TO BE SEALED.
 - SEALANT USED FOR NICHHA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 - BOTTOM EDGE OF NICHHA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

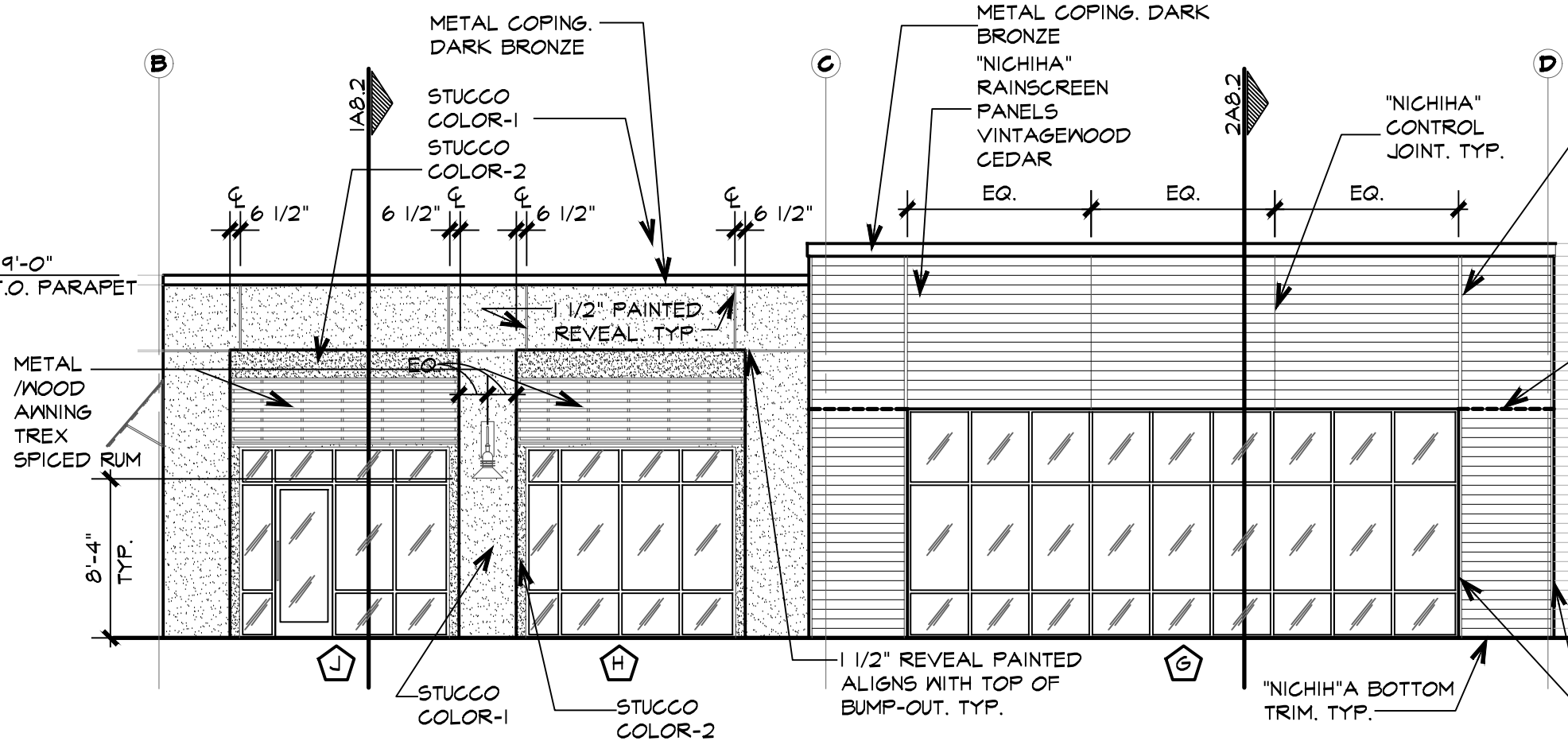
POINTS	ELEMENTS
3	Canopies/ Awnings
3	Varied Roof Height
6	Total

Building	SF	%
Nichha	388	39
Stucco	604	61
Total	992	100



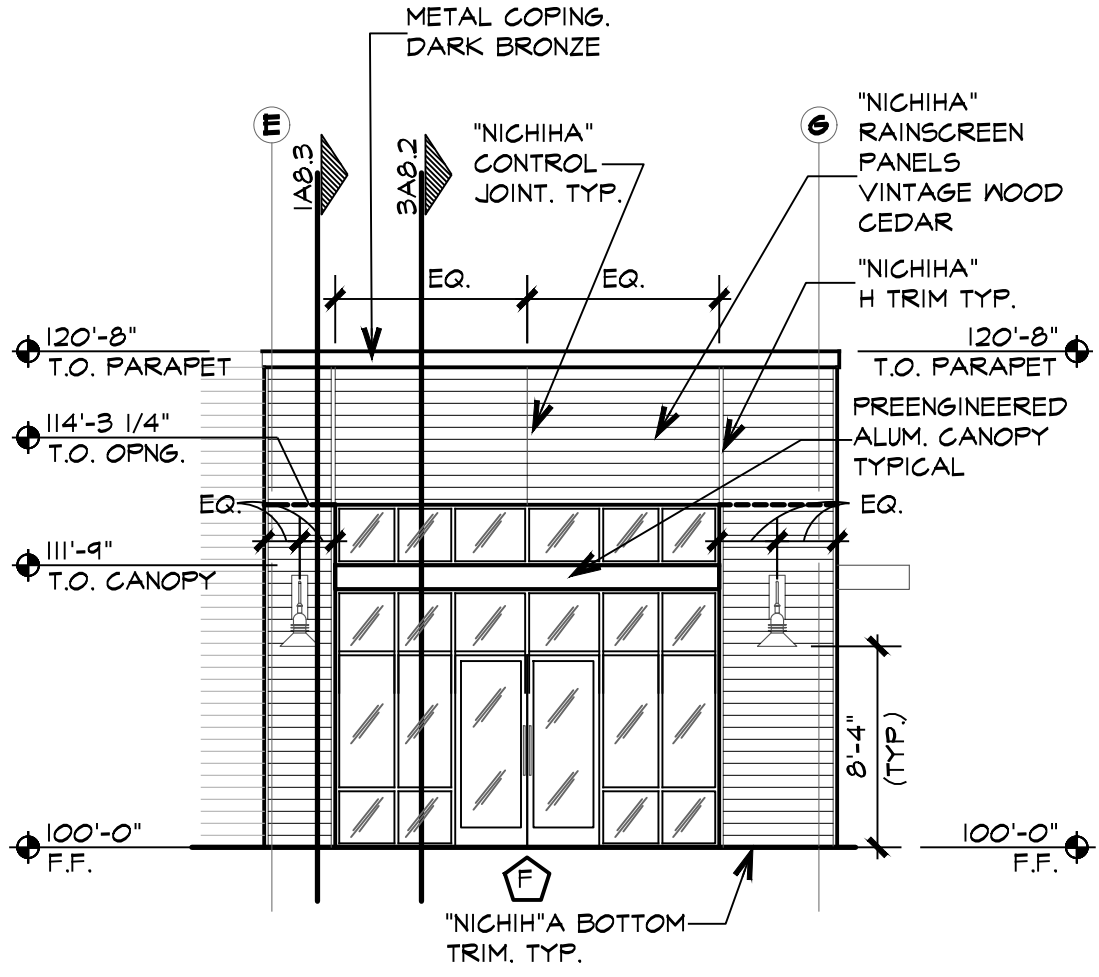
5 SOUTH ELEVATION
SCALE 1/8"=1'-0"

Building	SF	%
Nichha	460	52
Stucco	425	48
Total	885	100

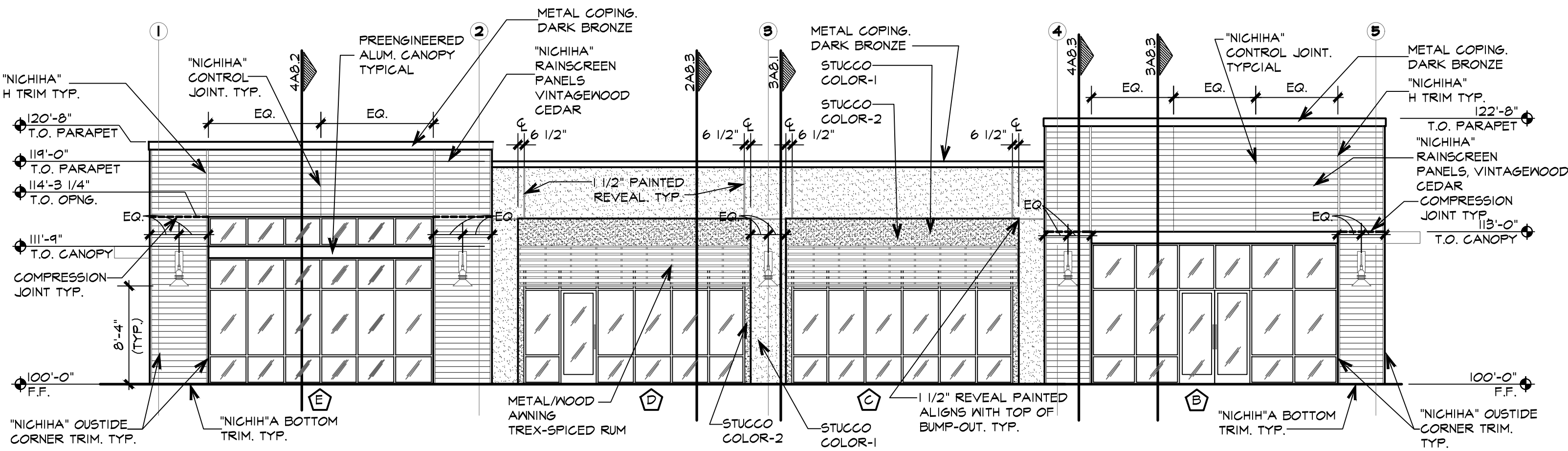


4 SOUTHEAST ELEVATION
SCALE 1/8"=1'-0"

Building	SF	%
Nichha	268	100
Total	268	100

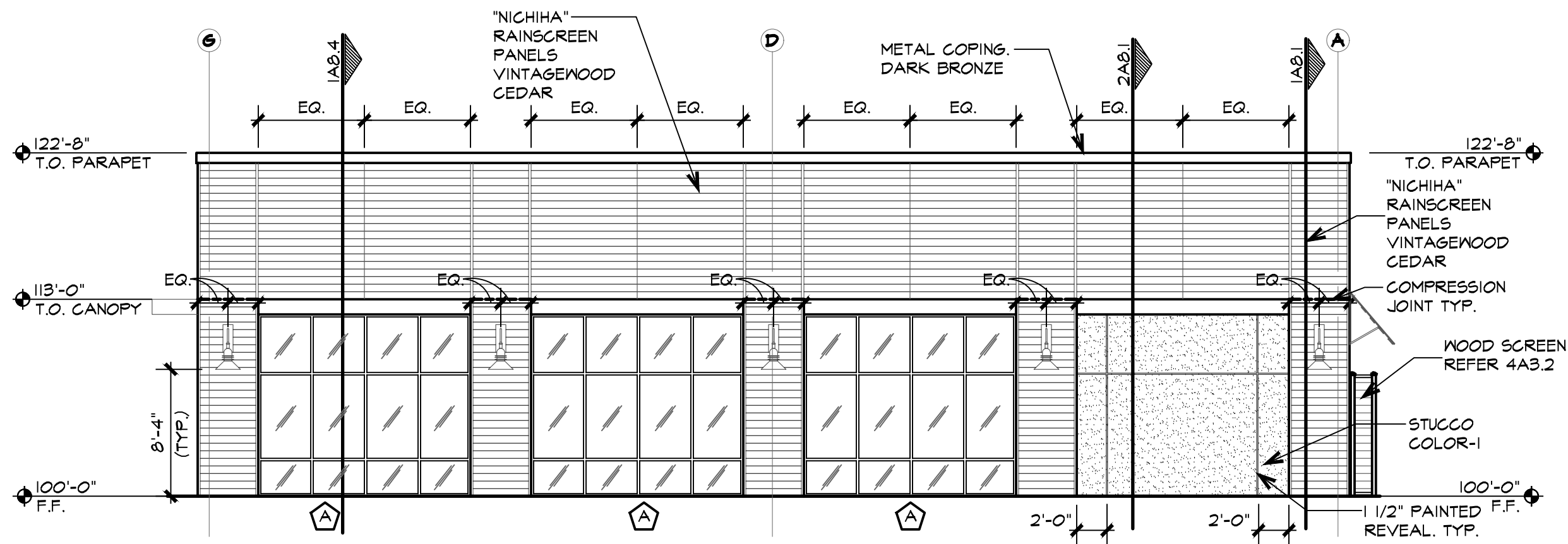


3 EAST ELEVATION
SCALE 1/8"=1'-0"



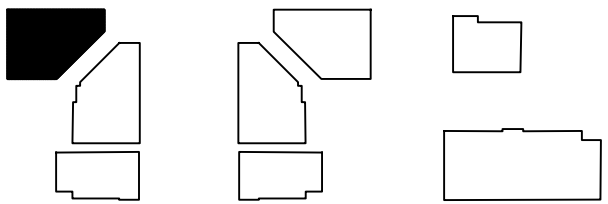
2 NORTH ELEVATION
SCALE 1/8"=1'-0"

Building	SF	%
Nichha	772	58
Stucco	519	42
Total	1291	100



1 WEST ELEVATION
SCALE 1/8"=1'-0"

Building	SF	%
Nichha	998	85
Stucco	168	14
Total	1166	100



SHEET NO.

A4.0

OF

Office Equity Solutions

OFFICE EQUITY SOLUTIONS

365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

**TOWN COMMONS
AT
NORTHLAKE**

BUILDING 4A

PROJECT
TOWN COMMONS
AT NORTHLAKE
ADDRESS
1611 COMMONS CIRCLE
CITY NORTHLAKE STATE TX
ZIP 76226

**EXTERIOR
ELEVATIONS**

JOB NO. 18041-4A

DATE 05-31-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/AP



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



05/31/2019

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Nichia	406	29
Stucco	683	49
Cast Stone	72	5
Stone	121	9
7/8" Corrugated Panel	108	8
Total	1390	100

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Nichia	314	21
Stucco	1016	68
Cast Stone	36	2
Stone	139	9
Total	1505	100

POINTS FOR DESIGN ELEMENTS

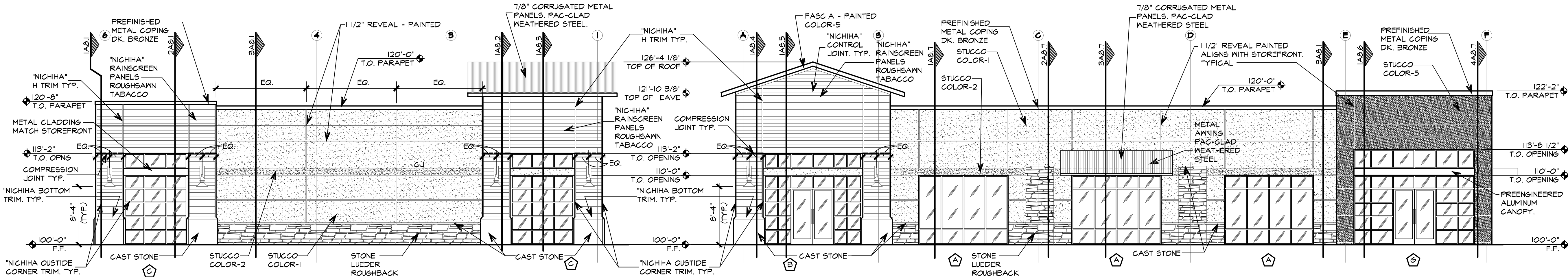
POINTS	ELEMENTS
3	Canopies/ Awnings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

- GENERAL NOTES FOR NICHIA PRODUCT:
- NICHIA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHIA BUTTS INTO NON - NICHIA PANELS (USE "J" MOULD)
 - USE NICHIA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
 - USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHIA STARTER TRACK.
 - MINIMUM 1/4" IS REQUIRED BETWEEN NICHIA PANELS AND FLASHINGS FOR DRAINAGE.
 - NON FACTORY EDGES OF NICHIA PANELS TO BE SEALED.
 - SEALANT USED FOR NICHIA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 - BOTTOM EDGE OF NICHIA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

ALL "NICHIA" METAL TRIM TO BE COLOR "BARK" THIS BUILDING.

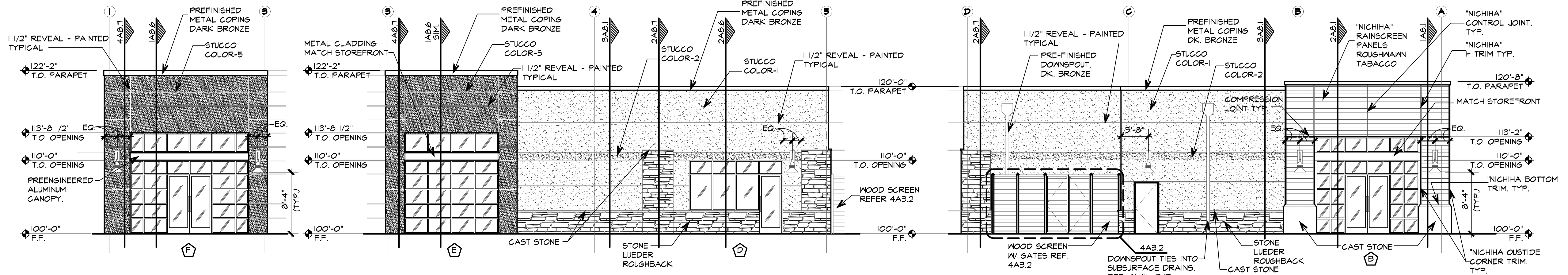
ALL STOREFRONT THIS BUILDING TO BE DARK BRONZE ANODIZED.

ALL CAST STONE THIS BUILDING TO BE ADVANCED CAST STONE COLOR - SAND DRIFT



5 SOUTH ELEVATION
SCALE 1/8"=1'-0"

4 EAST ELEVATION
SCALE 1/8"=1'-0"



3 NORTH ELEVATION
SCALE 1/8"=1'-0"

2 NORTHWEST ELEVATION
SCALE 1/8"=1'-0"

1 WEST ELEVATION
SCALE 1/8"=1'-0"

BUILDING ELEVATION
MATERIAL CALCULATIONS

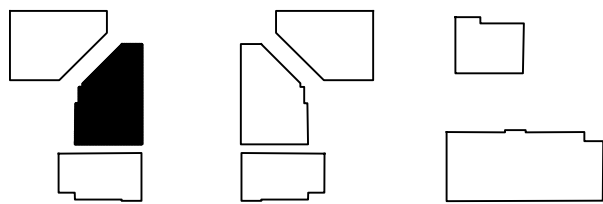
Building	SF	%
Stucco	269	100
Total	269	100

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Stucco	546	13
Stone	198	27
Total	744	100

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Nichia	247	23
Stucco	696	64
Cast Stone	36	3
Stone	108	10
Total	1087	100



Office Equity Solutions

365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

**TOWN COMMONS
AT
NORTHLAKE
BUILDING 4B**

PROJECT
TOWN COMMONS
AT NORTHLAKE
ADDRESS
111 PLAZA PLACE
CITY NORTHLAKE STATE TX
ZIP 76226

**EXTERIOR
ELEVATIONS**

JOB NO. 18041-4B

DATE 05-31-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/JP

SHEET NO.

A4.0

OF



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



05/31/2019

- GENERAL NOTES FOR NICHHA PRODUCT:
1. NICHHA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHHA BUTTS INTO NON - NICHHA PANELS (USE "J" MOULD).
 2. USE NICHHA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
 3. USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHHA STARTER TRACK.
 4. MINIMUM 1/4" IS REQUIRED BETWEEN NICHHA PANELS AND FLASHINGS FOR DRAINAGE.
 5. NON FACTORY EDGES OF NICHHA PANELS TO BE SEALED.
 6. SEALANT USED FOR NICHHA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 7. BOTTOM EDGE OF NICHHA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

POINTS	ELEMENTS
3	Canopies/ Awnings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichha	658	100
Total	658	100

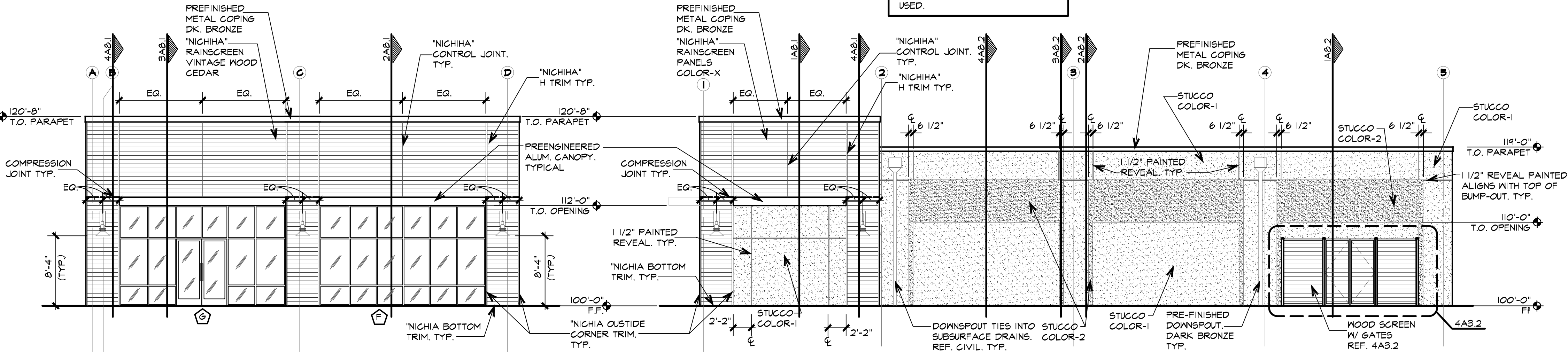
BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichha	316	18
Stucco	1416	82
Total	1732	100

"NICHHA" METAL TRIM TO BE COLOR "CEDAR" WHERE COLOR "VINTAGE WOOD-CEDAR" IS USED.

"NICHHA" METAL TRIM TO BE COLOR "CLEAR ANODIZED" WHERE COLOR "VINTAGE WOOD-ASH" IS USED.

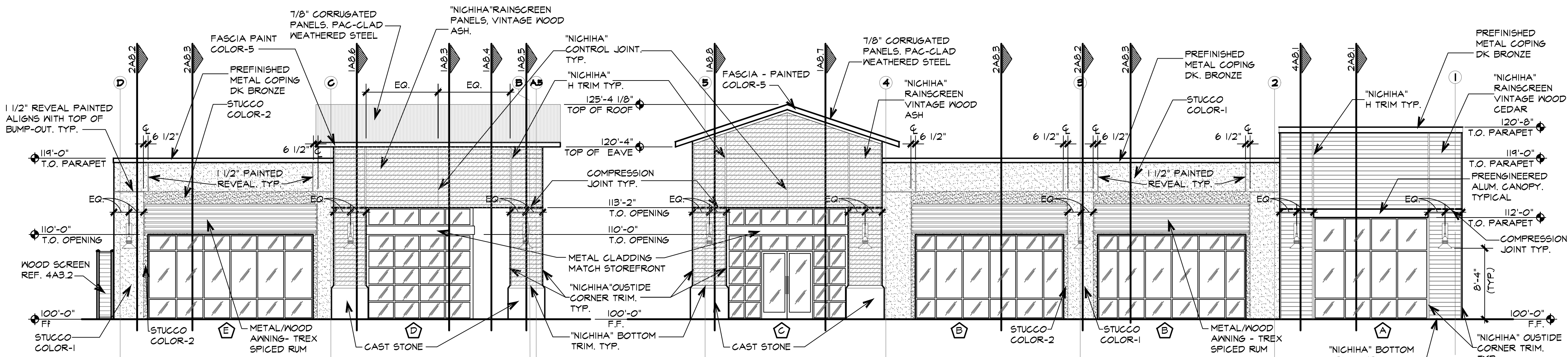
ALL STOREFRONT THIS BUILDING TO BE CLEAR ANODIZED.

ALL CAST STONE THIS BUILDING TO BE ADVANCED CAST STONE COLOR - DOVE GRAY



4 EAST ELEVATION
SCALE 1/8"=1'-0"

3 NORTH ELEVATION
SCALE 1/8"=1'-0"

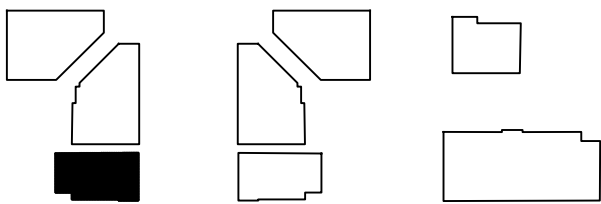


2 WEST ELEVATION
SCALE 1/8"=1'-0"

1 SOUTH ELEVATION
SCALE 1/8"=1'-0"

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichha	304	34
Stucco	296	38
Cast Stone	36	14
7/8" Corrugated Panel	145	19
Total	781	100

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichha	626	52
Stucco	534	45
Cast Stone	36	3
Total	1201	100



SHEET NO.

A4.0

OF

Office Solutions

OFFICE ELEVATION SOLUTIONS

365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

TOWN COMMONS AT NORTHLAKE

BUILDING 4C

PROJECT
TOWN COMMONS AT NORTHLAKE
ADDRESS
101 PLAZA PLACE
CITY NORTHLAKE STATE TX
ZIP 76226

EXTERIOR ELEVATIONS

JOB NO. 18041-4C

DATE 05-31-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/AP

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Site Plan of Northlake Commons Phase 5 (SP-19-002)

Purpose: Consider approval of a Site Plan, with a variance for exterior materials, of Northlake Commons Phase 5, a proposed three-building, 16,080 square-foot commercial development on 1.654 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 3, Town Commons, generally located on the north side of FM 407 approximately 600 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD).

Owner: Harvest FM 407 LTD

Applicant/Developer: Office Equity Solutions

Engineer/Surveyor: Baird, Hampton & Brown Inc.

Existing Condition of the Property: The subject property is currently vacant, and the final plat for this site is on this same agenda.

Staff Analysis:

Access: Shared driveways and access easements will provide access to the site from multiple driveways on FM 407 as well as Cleveland-Gibbs Road.

Parking: The development is planned for a mix of commercial uses including retail and office uses, both of which require 1 parking space per 250 square feet, requiring a minimum of 67 parking spaces in the phase. 80 parking spaces are provided on the site plan of which 6 of the spaces will meet ADA requirements.

Fencing, Lighting, and Signage: Dumpster locations are shown on the site plan with screening. Dumpster enclosure screening details shall be provided with building permit application and meet all UDC requirements. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the UDC at time of permitting.

Landscaping: Detailed landscape plans have been provided showing landscaping meeting the requirements of the UDC. Landscape materials were chosen for compatibility with

the UDC as well as to match those already being used in the neighboring Harvest development with preference for low maintenance, low water use plants being native or well adapted for this region.

Building Elevations: Architectural elevations of the buildings are provided showing all four sides of each building. The building elevations appear to comply with the requirements of the UDC except for some exterior materials. A mix of exterior materials is shown on the elevations, including stucco, Nichiha, Coronado Woodstone, stone, cast stone, and some corrugated panel. The UDC requires that a maximum of 15% of the façade of a commercial building, exclusive of doors and windows, shall include secondary materials such as metal or cementitious fiberboard. The proposed elevations show several facades which include greater than 15% Nichiha wood panel (a cementitious fiberboard product), Coronado Woodstone (a wood-look concrete veneer product), and corrugated panel. The UDC provides that Town Council may approve a variance to the exterior materials requirements with the site plan approval based upon architectural design and creativity. A similar variance was approved with the Town Commons Phase 1 site plan, and these buildings are designed for compatibility with the existing buildings within the development. Staff has no objection to this variance.

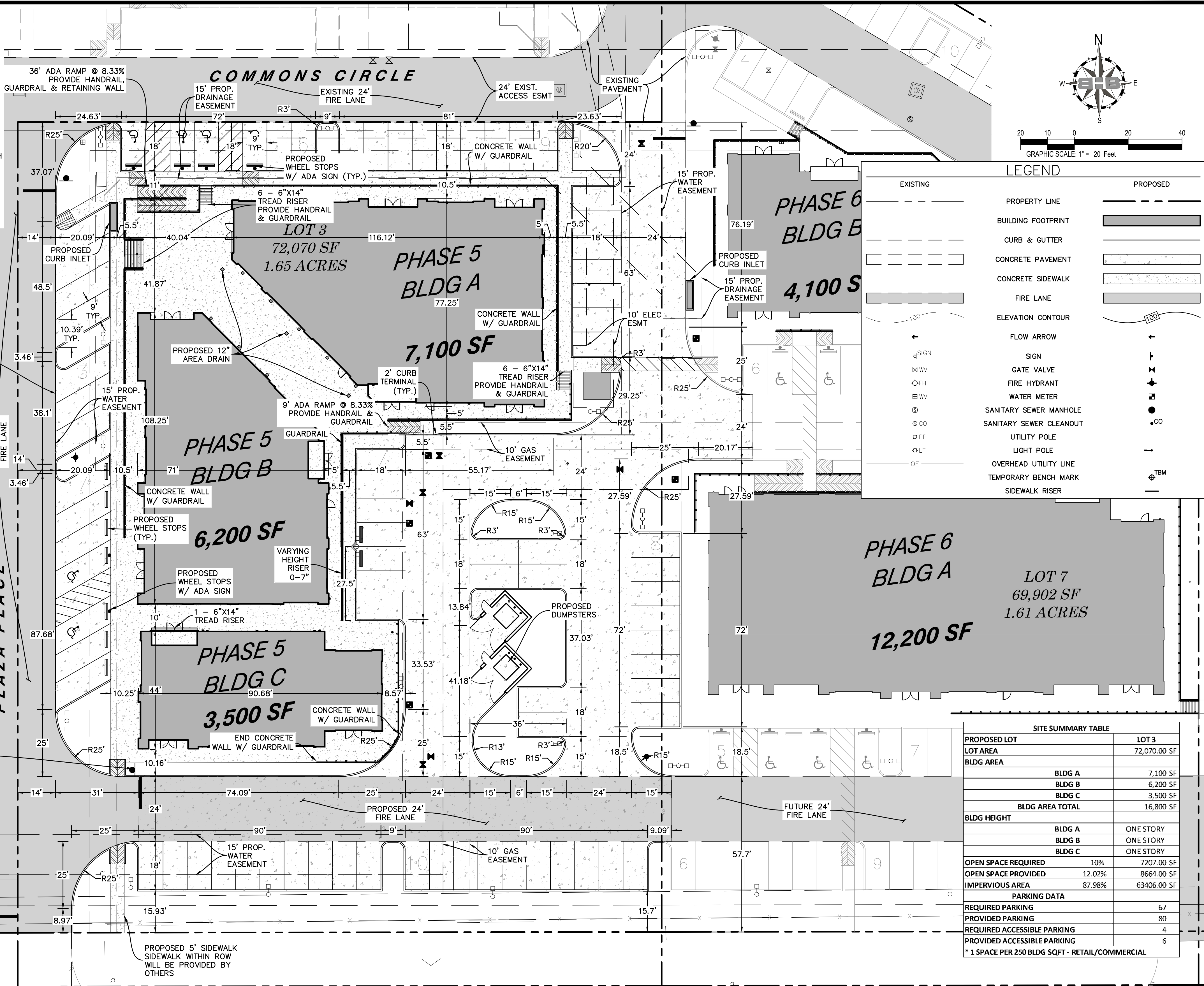
Criteria for Approval: Section 12.15 of the Unified Development Code (UDC) outlines the site plan process and includes the following criteria for Town Council to consider when taking final action on a site plan.

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 all applicable requirements of the Unified Development Code (UDC) except for the exterior materials as noted above.

GENERAL NOTES

1. ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S AGENT.
3. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
4. SEDIMENT THAT IS ERODED FROM THE CONSTRUCTION SITE AND DEPOSITED ONTO ADJACENT PROPERTIES SHALL BE REMOVED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
5. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS SHOWN OR INDICATED OTHERWISE.
6. ALL DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO EAST PROPERTY LINE BEARING OF N 00°00'03" E UNLESS OTHERWISE SHOWN OR INDICATED.
7. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH SHOWN AS ACCURATELY AS POSSIBLE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, OVERHEAD UTILITY POLES AND GUY LINES THROUGHOUT CONSTRUCTION.
9. CONTRACTOR SHALL CALL *811* AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
10. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE LATEST STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS AND TOWN OF NORTHLAKE CRITERIA.



PROJECT BENCHMARKS

TBM #1 - "X-Cut" set in northeast corner of concrete curb inlet on the east side of Cleveland-Gibbs Road, approximately 640' north-northeast of the centerline of asphalt paving of Farm-to-Market Road 407.
N: 7086304.40
E: 2355860.66
Elevation: 726.48'

TBM #2 - "X-Cut" set in southeast corner of concrete pedestrian ramp at the southwest intersection of 1st Street and Harvest Way, approximately 44' south of a fire hydrant.
N: 7086066.85
E: 2357347.59
Elevation: 712.77'

TBM #3 - Sanitary sewer manhole set in northern drainage channel. North of property.
N: 7086488.89
E: 2356235.87
Elevation: 722.05'

FARM TO MARKET ROAD 407

SITE PLAN
of
NORTHLAKE COMMONS PHASE 5
Lot 3, Town Commons
Town of Northlake, Denton County, Texas
1.654 Acres
Zoned Mixed-Use Planned Development (MPD)
July 2019

B=B
BAIRD, HAMPTON & BROWN
engineering and surveying
3801 William D. Tate Ave. Ste. 600 Grapevine, TX 76051
mail@bhb.com 817.251.8550 • bhb.com
TBE Firm #44 - TBPLS FRM #1001302

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092
NORTHLAKE COMMONS LOT 3 PHASE 5
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

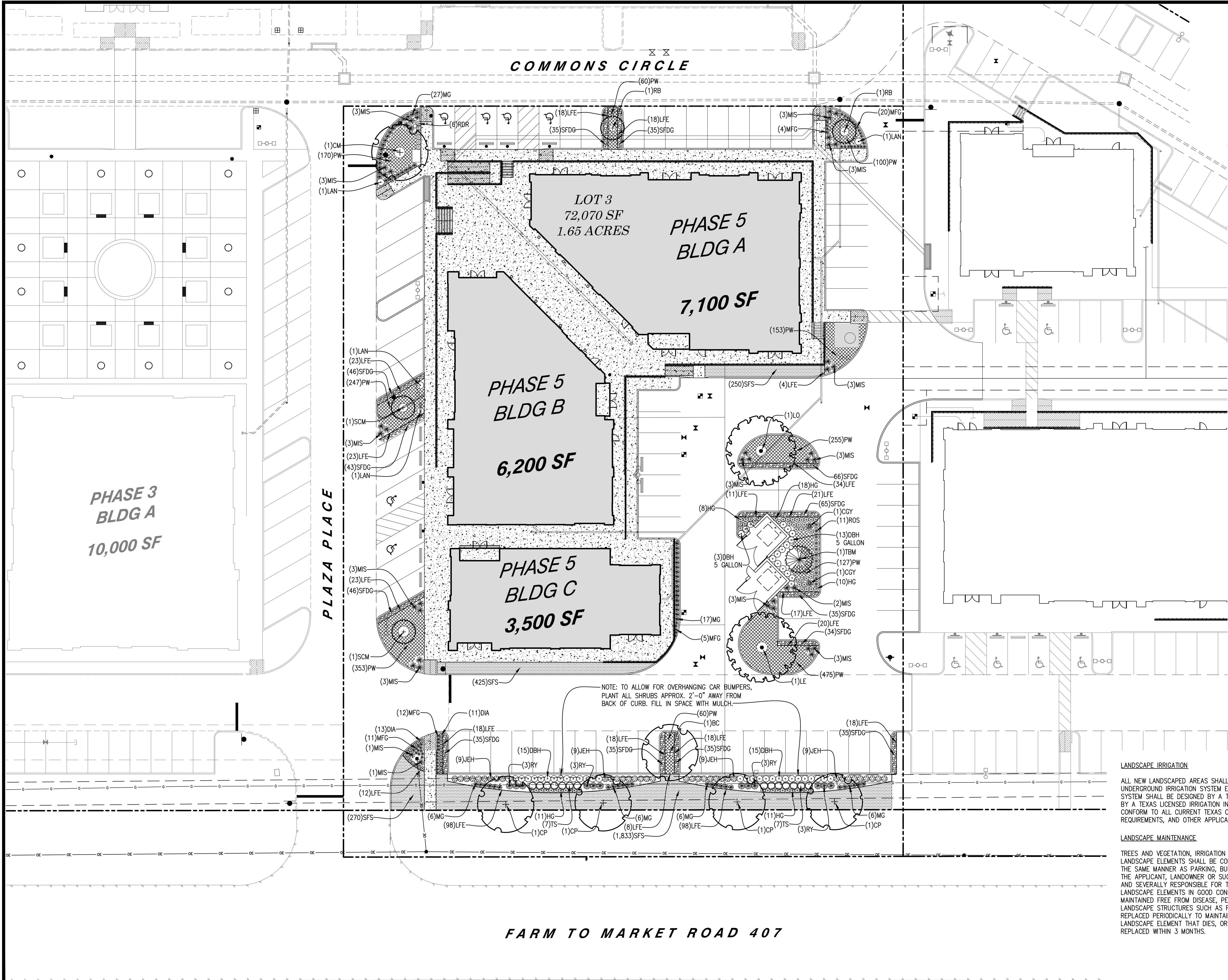
SITE PLAN

STATE OF TEXAS
SKYLAR LYLE WIERZBICKI
130824
PROFESSIONAL ENGINEER
7-17-2019

PROJECT NUMBER: 2018.759.000
DATE: 7/17/2019 DRAWN BY: DS
DESIGN BY: SLW CHECKED BY: SLW

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7.17.2019 2:37PM \\BIB-29\\add\\2018.000.000\\2018.759.000\\Town Commons Lot 3 Phase 5 - Northlake01 CADD\\03 Landscape\\CADD\\759Landscape Plan.dwg LANDSCAPE PLAN



PLANT ABBREVIATION KEY	
BC	Bald Cypress
CM	Caddo Maple
CP	Chinese Pistachio
LF	Lacebark Elm
LO	Live Oak
RB	Oklahoma Redbud
SCM	Sioux Crape Myrtle
TBM	Teddy Bear Magnolia
CGY	Color Guard Yucca
JEH	Jack Evans Indian Hawthorn
DIA	Dianthus
HG	Hamel Grass
DBH	Dwarf Burford Holly
LAN	New Gold Lantana
MFG	Mexican Feather Grass
RY	Brakelights Red Yucca
MG	Pink Muhly Grass
MIS	Miscanthus (Maiden Grass)
PW	Purple Leaf Wintercreeper
ROS	Prostrate Rosemary
RDR	Red Drift Rose
TS	Thunder Cloud Texas Sage
LFE	Linear Feet Steel Edging
SFDG	Sq. Ft. Decomposed Granite
SFS	Square Feet Sod

	AREAS TO BE SODDED
	AREAS OF PURPLELEAF WINTERCREEPER GROUNDCOVER

LANDSCAPE IRRIGATION

ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, AND OTHER APPLICABLE CODES.

LANDSCAPE MAINTENANCE

TREES AND VEGETATION, IRRIGATION SYSTEMS, FENCES, WALLS AND OTHER LANDSCAPE ELEMENTS SHALL BE CONSIDERED AS ELEMENTS OF THE PROJECT IN THE SAME MANNER AS PARKING, BUILDING MATERIALS AND OTHER SITE DETAILS. THE APPLICANT, LANDOWNER OR SUCCESSORS IN INTEREST SHALL BE JOINTLY AND SEVERALLY RESPONSIBLE FOR THE REGULAR MAINTENANCE OF ALL LANDSCAPE ELEMENTS IN GOOD CONDITION. ALL LANDSCAPING SHALL BE MAINTAINED FREE FROM DISEASE, PESTS, WEEDS AND LITTER, AND ALL LANDSCAPE STRUCTURES SUCH AS FENCES AND WALLS SHALL BE REPAIRED AND REPLACED PERIODICALLY TO MAINTAIN A STRUCTURALLY SOUND CONDITION. ANY LANDSCAPE ELEMENT THAT DIES, OR IS OTHERWISE REMOVED, SHALL BE REPLACED WITHIN 3 MONTHS.



BAIRD, HAMPTON & BROWN
engineering and surveying
3801 William D. Tate Ave. Ste. 600 Grapevine, TX 76051
mhb@bhb.com 817.251.8550 • bhb.com
TBPE Firm #44 • TBPLS Firm #1001302

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092

NORTHLAKE COMMONS LOT 3 PHASE 5
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

LANDSCAPE PLAN

NO.	DESCRIPTION	DATE

PROJECT NUMBER: 2018.759.000
DATE: 7/17/2019 DRAWN BY: TK
DESIGN BY: TK CHECKED BY: TK

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7/17/2019 2:38PM \\BHB-29\\sdl\\2018.000.000\\2018.759.000\\Twin Commons Lot 3, Phase 5 - Northlake01 CAD\\D03 Landscape\\CAD\\D759\\Landscape Plan.dwg PLANT LIST IRRIGATION NOTES SPECIFICATIONS

PLANT and MATERIALS LIST

KEY	PLANT NAME	QUANTITY	MIN. SIZE	MIN. HT/SPR	NOTES
BC	Bald Cypress Taxodium distichum	1	3" Caliper	12'/5'	NURSERY GROWN; FULL; 7' MIN. BRANCHING HEIGHT
CP	Chinese Pistachio Pistacia chinensis	4	3" Caliper	10'/5'	NURSERY GROWN; FULL; 6'-6" MIN. BRANCHING HEIGHT
CM	Caddo Maple Acer saccharum 'Caddo'	1	3" Caliper	10'/5'	NURSERY GROWN; FULL; 6'-6" MIN. BRANCHING HEIGHT
LE	Allee Lacebark Elm Ulmus parvifolia 'Emer 11'	1	3" Caliper	12'/5'	NURSERY GROWN; FULL; 7' MIN. BRANCHING HEIGHT
LO	Live Oak Quercus virginiana	1	3" Caliper	12'/5'	NURSERY GROWN; FULL; 7' MIN. BRANCHING HEIGHT
MAG	Teddy Bear Magnolia Magnolia grandiflora 'Southern Charm'	1		8'/4'	NURSERY GROWN; FULL; BRANCHES TO GROUND. DO NOT TRIM LOWER BRANCHES.
RB	Oklahoma Redbud Cercis reniformis 'Oklahoma'	2	2" Caliper	6'/4'	NURSERY GROWN; FULL
SCM	Sioux Crape Myrtle Lagerstroemia 'Sioux'	2		6'/4'	NURSERY GROWN; FULL; MULTI-TRUNK MIN. 3 CANES

MAGNOLIA TREES WITH LOWER BRANCHES REMOVED ARE UNACCEPTABLE. DO NOT REMOVE LOWER BRANCHES BEFORE OR AFTER PLANTING. THIS RUINS THE NATURAL FORM OF ANY MAGNOLIA GRANDIFLORA VARIETY.

Shrubs and Groundcover

KEY	PLANT NAME	QUANTITY	CONTAINER	MIN. HT/SPR.	NOTES
PW	Purpleleaf Wintercreeper Euonymus fortunei 'Coloratus'	2,000	4" POT		FULL; SPACE 12" ON CENTER; MIN. 3 RUNNERS; EACH RUNNER MIN. 6" LONG
CY	Color Guard Yucca Yucca filamentosa 'Color Guard'	2	5 GALLON		FULL
DIA	Dianthus Dianthus 'Firewitch'	24	1 GALLON		FULL
DBH	Dwarf Burford Holly Ilex cornuta 'Burfordii nana'	30	10 GALLON	30"/20"	FULL
DBH 5 GALLON	Dwarf Burford Holly Ilex cornuta 'Burfordii nana'	16	5 GALLON	18"/14"	FULL
HG	Hameln Grass Pennisetum apercurioides 'Hameln'	58	1 GALLON		FULL
LAN	New Gold Lantana Lantana 'New Gold'	4	1 GALLON		FULL
RY	Brakelights Red Yucca Hesperaloe parviflora 'Perpa' Brakelights	12	3 GALLON		FULL
MFG	Mexican Feather Grass Nassella tenuissima	52	1 GALLON		FULL
MG	Pink Muhly Grass Muhlenbergia capillaris	68	1 GALLON		FULL
JEH	Jack Evans Indian Hawthorn Rhipiolepis indica 'Jack Evans'	36	10 GALLON	24"/18"	FULL
MIS	Maiden Grass Miscanthus sinensis 'Adagio'	40	1 GALLON		FULL
RDR	Red Drift Rose Rosa 'Melpalgio'	6	5 GALLON	12"/12"	FULL
ROS	Prostrate Rosemary Rosmarinus officinalis 'Prostratus'	11	2 GALLON	8"/12"	FULL
TS	Thunder Cloud Texas Sage Leucophyllum frutescens 'Thunder Cloud'	14	3 GALLON	12"/14"	FULL; 'COMPACTA' VARIETY MAY BE SUBSTITUTED. NO OTHER VARIETIES.

Grass

SFS	SOLID SOD	Cynodon dactylon Bermudagrass	2,778 Sq. Ft.	Tifway 419, Tex Turf 10, or other improved variety. Do not use common bermuda sod.
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Miscellaneous

LFE	569 Linear feet steel edging; COMMERCIAL GRADE 3/16" thick; black (preferred) or green; securely staked. Refer to detail.
SFDG	588 square feet decomposed granite. Refer to detail.

NOTES

THE QUANTITIES OF PLANTS AND MATERIALS SHOWN IN THE ABOVE LISTS MUST BE COMPARED TO THE LANDSCAPE PLAN. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.

ACTUAL QUANTITY OF SOD (AND/OR HYDROMULCH) NEEDED MAY DIFFER FROM SQUARE FOOTAGES LABELED. CONTRACTOR SHALL BID QUANTITY SHOWN IN PLANT LIST, AND PROVIDE PER SQUARE FOOT UNIT COSTS FOR ADDING AND SUBTRACTING SOD (AND/OR HYDROMULCH). THE CONTRACTOR IS REQUIRED TO TAKE APPROPRIATE MEASURES TO ENSURE THAT A FULL STAND OF HEALTHY GRASS IS ESTABLISHED IN ALL GRASS AREAS. GRASS SHALL BE PLANTED IN AREAS DISTURBED BY GRADING AND OTHER CONSTRUCTION ACTIVITIES. FIELD VERIFICATION OF GRASS LIMITS IS OFTEN REQUIRED.

PRIOR TO INSTALLATION OF PLANTS, THE LANDSCAPE CONTRACTOR SHALL WALK THE SITE WITH THE OWNER'S REPRESENTATIVE TO VERIFY ALL AREAS TO BE PLANTED, PLANT SIZES, AND COORDINATION OF PLANTING ACTIVITIES WITH IRRIGATION INSTALLATION.

IF HYDROMULCH IS NOT SHOWN ON THE LANDSCAPE PLANS, THE LANDSCAPE CONTRACTOR SHALL DISCUSS WITH THE OWNER'S REPRESENTATIVE IF IT IS POSSIBLE TO INSTALL HYDROMULCH RATHER THAN SOD IN SOME GRASS AREAS. IF HYDROMULCH IS INSTALLED, IT SHALL BE SULTAN, BLACK JACK, OR SAHARA BERMUDA WITH A TACKIFIER ADDITIVE ON 4:1 OR GREATER SLOPES. BERMUDA HYDROMULCH SHALL ONLY BE APPLIED BETWEEN THE DATES OF MAY 1st AND SEPTEMBER 15th. BETWEEN SEPTEMBER 15th AND MAY 1st, HYDROMULCH WITH ANNUAL RYE GRASS, AND RETURN AFTER MAY 1st TO REMOVE OR TILL IN RYE GRASS AND HYDROMULCH (OR SOD IF OWNER REQUESTS) WITH BERMUDA. PRIOR TO HYDROMULCHING, VERIFY WITH OWNER'S REPRESENTATIVE AREAS, DATES, AND TYPE OF GRASS. DISCUSS WITH THE OWNER THE SCHEDULE AND OTHER DETAILS REGARDING RETURNING AFTER MAY 1ST TO ESTABLISH PERMANENT BERMUDA GRASS.

ALL PLANT MATERIALS SHALL CONFORM TO THE STANDARDS AND SPECIFICATIONS SET FORTH IN THE "AMERICAN STANDARD FOR NURSERY STOCK, ANSI Z60.1-2014."

ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, AND OTHER APPLICABLE CODES.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL TAKE NECESSARY MEASURES TO COORDINATE THE TIMING OF INSTALLATION OF PLANTS AND INSTALLATION OF THE IRRIGATION SYSTEM. COORDINATE WITH THE GENERAL CONTRACTOR IF NECESSARY. THE GENERAL CONTRACTOR OR PAVING CONTRACTOR SHALL CONSULT WITH THE IRRIGATION CONTRACTOR REGARDING THE POSSIBILITY OF IRRIGATION SLEEVES WITHIN AREAS TO BE PAVED.

LANDSCAPE SPECIFICATIONS

SCOPE OF WORK

- A. Furnish all supervision, labor, materials, services, and equipment required to complete the work covered in these specifications and plans, including the following: planting of trees, shrubs, and groundcover, submittals, maintenance, guarantee, cleanup, and acceptance.

REFERENCES

- A. American Standard for Nursery Stock - ANSI Z60.1 - published by American Nursery & Landscape Association; latest edition.
- B. Horis Third, 1976 - Cornell University

SUBMITTALS

- A. Samples: Provide representative quantities of mulch and stone. Samples shall be approved by Owner's Representative before use on project.
- B. If the Owner's Representative does not inspect plants at the nursery, the Landscape Contractor shall provide at the site three (3) representative samples of each variety of trees, shrubs, and groundcover plants for Owner's Representative's approval. Photographs of representative plants are acceptable. Photos must show plant clearly from at least two sides. For each plant type, photos must be taken of at least three (3) different plants.
- C. Plant substitutions must be approved by the Owner's Representative in writing.

JOB CONDITIONS

- A. General Contractor shall leave planting bed areas three (3) inches below finish grade of sidewalks, drives and curbs as shown on the drawings. All construction debris shall be removed prior to Landscape Contractor beginning work.
- B. Underground utilities must be located prior to planting. Landscape Contractor shall arrange for utility location service. Contact Texas811.com at least two working days prior to excavation. Landscape Contractor shall be responsible for protecting utility lines. Repairs due to damage shall be at the Landscape Contractors expense.
- C. Storage of materials and equipment at the job site will be at the risk of the Landscape Contractor. The Owner will not be responsible for theft or damage.

MAINTENANCE and GUARANTEE

- A. The Landscape Contractor is responsible for maintenance of all work from the time of planting until final acceptance by the Owner. No trees, shrubs, or groundcover will be accepted unless they show a healthy growth and satisfactory foliage conditions.
- B. Maintenance shall include watering, cultivation, weeding, edging, pruning of trees, cleaning up, and all other necessary maintenance tasks.
- C. A written notice requesting final inspection and acceptance should be submitted to the Owner's Representative at least seven (7) days prior to completion. An on-site inspection by Owner's Representative and Landscape Contractor will be completed prior to written acceptance.
- D. After final acceptance, the Owner assumes responsibility for maintenance.
- E. Trees, shrubs, and groundcover shall be guaranteed for a twelve (12) month period after acceptance. The Contractor shall replace all dead materials as soon as weather permits and upon notification of the Owner's Representative. Plants, including trees, which have partially died so that shape, size, or symmetry has been damaged, shall be subject to replacement.
- F. First initial plant replacement shall be at the Landscape Contractor's expense. Additional replacement plants beyond the first are not guaranteed.
- G. Plants used for replacement shall be of the same size and kind as those originally planted and shall be planted as originally specified.
- H. The Owner agrees that for the guarantee to be effective, he/she will water plants at least twice a week during dry periods. The Landscape Contractor shall visit the site at regular intervals during the guarantee period to observe the condition of the plants, and report any problems and possible remedies to the Owner.

QUALITY ASSURANCE

- A. Owner's Representative has the right to inspect all plant materials at place of growth for compliance with requirements for genus, species, cultivar/variety, size and quality.
- B. Owner's Representative 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 latent defects.
- C. Owner's Representative may reject unsatisfactory or defective material at any time during the process of work. Remove rejected materials from the site immediately.

PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Balled and burlapped (B&B) Plants: Dig and prepare shipment in a manner that will not damage roots, branches, shape, and future development.
- B. Container grown plants. Deliver plants in rigid container to hold ball shape and protect root mass.
- C. Deliver only plant materials that can be planted in one day unless adequate storage and watering facilities are available on job site.
- D. Protect root balls by heeling in with sawdust or other approved moisture retaining material if not planted within 24 hours of delivery.
- E. Do not lift, move, adjust to plumb, or otherwise manipulate plants by trunks or stems.

PLANTS

- A. Plants shall be well-formed nursery grown stock, with tags showing species and variety. Tags must remain until after final acceptance. Plants will be individually approved by the Owner's Representative and his decision as to their acceptability shall be final.
- B. The Plant and Materials List shown on the plans is an aid to the Landscape Contractor. Confirm all quantities, and report any discrepancies to the Owner's Representative.
- C. Plant materials shall conform to the size given on the plan, and shall be healthy, symmetrical, well-shaped, full branched, and well rooted. Plants shall be free from insects, diseases, injuries to the bark or roots, broken branches, objectionable disfigurements, and insect eggs and larvae.

- D. 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 tree 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. Unless specified as multi-trunk, trees shall have a single dominant leader.

- E. Substitutions: Plant substitutions may be requested. Substitutions must be pre-approved by the Owner's Representative. In order for a substitution to be considered, the contractor must provide proof that the specified plant is not readily available, either by species, quantity, or size. The contractor shall provide in writing the names, phone numbers, and contact persons from three wholesale nurseries that were contacted. The contractor may suggest an alternative, but the Owner's Representative shall reserve the right as to which substitution, if any, is allowed.

INSTALLATION

- A. Prior to installation, Landscape Contractor shall inspect all existing conditions and report any deficiencies to the Owner's Representative.
- B. Areas to receive rock groundcover: Remove existing grass, weeds, rocks, or other obstructions. Lay polypropylene fabric, using pins as necessary to hold securely in place. Place stone groundcover to depths indicated on plans. Surfaces shall be smooth, without visible depressions or ridges.
- C. Position the trees and shrubs in their intended location as per plan. Notify the Owner's Representative for inspection and approval of all positioning of plant materials. Plants in the vicinity of fire hydrants, meters, or utility boxes must be placed so that, at plant maturity, a five (5) foot clearance is provided.
- D. 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. Root flare of trees must be exposed.
- E. Prior to planting trees, conduct drainage test as follows: dig tree pit entirely and fill nearly full with water. Wait 24 hours. If water is not fully drained from pit, the Landscape Contractor shall notify the Owner's Representative or Landscape Architect so that an alternate planting location might be selected. Drainage test need not be conducted on every tree pit. If trees are in the same relative vicinity and similar expected drainage conditions (similar slopes and/or similar soils) one or several tests may be conducted. It is in the Landscape Contractor's best interest to conduct an adequate number of tests to ensure root balls will not be saturated.
- F. Backfill trees only with existing material excavated from the pit. Carefully settle by watering to prevent air pockets. Backfill shrubs and groundcover beds with planting soil mix as specified in the planting details.
- G. All plant beds and trees shall be mulched with a minimum settled thickness of three (3") inches over the entire bed or pit.
- H. In the event that rock, or underground construction work or obstructions are encountered, the Landscape Contractor shall notify the Owner's Representative or Landscape Architect immediately in order to determine if alternate locations can be selected. Where locations cannot be changed, if possible, 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 the root ball when plant is properly set at the required grade. For trees, the planting pit shall be at least three times the width of the root ball. Prior to excavating the obstruction(s), the Landscape Contractor shall negotiate with the Owner's Representative to determine if a change order is required.
- I. The Landscape contractor shall return after a period of one year to remove all tree staking materials. If any trees appear to need additional time to stabilize, staking will remain for no longer than an additional 6 months. During the period of time when trees are staked, the contractor is responsible for straightening trees that are not plumb, and adjusting stakes and guy wires as necessary. Guy wires must fit loosely as called for in the planting details.
- J. Lay sod within 24 hours of harvesting. Do not lay sod if ground is frozen or muddy. Sod shall form a solid mass with tightly fitted joints. Butt ends and sides of sod, do not stretch or overlap. Stagger sod strips or pads to offset joints in adjacent courses. Avoid damage to subgrade or sod during installation. Tamp and roll lightly to ensure contact with subgrade, eliminate air pockets, and form a smooth surface. Work sifted soil or fine sand into minor cracks between pieces of sod; remove excess to avoid smothering sod and adjacent grass. Lay sod across angle of slopes exceeding 1:3. Anchor sod on slopes exceeding 1:6 with biodegradable staples spaced as recommended by sod grower but not less than 2 anchors per sod strip to prevent slippage. Saturate sod with fine water spray within two hours of planting. After planting, water daily or more frequently until sod is established.

CLEANUP

- A. During the work, the premises shall be kept neat and orderly at all times. Storage areas for all materials shall be 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 day's work. Site shall be clean and neat at time of final inspection.

DESIGN/BUILD IRRIGATION NOTES

ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION ON ENVIRONMENTAL QUALITY REQUIREMENTS, CITY REQUIREMENTS, AND OTHER APPLICABLE CODES.

THE CONTRACTOR SHALL PROVIDE A DESIGN-BUILD LANDSCAPE IRRIGATION SYSTEM FOR THE PROPOSED PLANTS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL DETERMINE IF AN EXISTING FUNCTIONING SYSTEM IS ALREADY IN PLACE, AND WHETHER OR NOT IT CAN BE EXPANDED. BEFORE CONSTRUCTION BEGINS, THE IRRIGATION CONTRACTOR SHALL PREPARE AN IRRIGATION DRAWING FOR APPROVAL BY THE OWNER, INCLUDING THE FOLLOWING DESIGN GUIDELINES:

- A. TURF, SHRUBS, AND TREES SHALL ALL BE ZONED SEPARATELY.
- B. PIPE SHALL BE SIZED TO ALLOW A MAXIMUM FLOW VELOCITY OF FIVE FEET PER SECOND.
- C. OPERATING PRESSURE AT ALL ROTARY HEAD NOZZLES SHALL BE MINIMUM 30 PSI.
- D. OPERATING PRESSURE AT ALL SPRAY NOZZLES SHALL BE MINIMUM 25 PSI.
- E. OPERATING PRESSURE AT ALL DRIP ZONES SHALL BE MINIMUM 25 PSI.
- F. OPERATING PRESSURE AT ALL TREE BUBBLER ZONES SHALL BE MINIMUM 25 PSI.
- G. MANUFACTURE'S INSTALLATION GUIDELINES SHALL BE FOLLOWED.
- H. STATE AND LOCAL IRRIGATION CODES SHALL BE FOLLOWED.

UPON APPROVAL, THE CONTRACTOR'S IRRIGATION PLAN FOR DESIGN-BUILD AREAS SHALL BE USED TO OBTAIN AN IRRIGATION INSTALLATION PERMIT BY THE IRRIGATION CONTRACTOR. UPON COMPLETION, AS-BUILT DRAWINGS SHALL BE PROVIDED TO THE OWNER. THE IRRIGATION CONTRACTOR IS RESPONSIBLE FOR PAYING ANY PERMIT FEES THAT MAY BE REQUIRED.

IRRIGATION SHALL BE INSTALLED TO PROVIDE FULL COVERAGE, WITHOUT GAPS. OVERSPRAY ONTO SIDEWALKS, PARKING AREAS, AND DRIVEWAYS SHALL BE AS MINIMAL AS POSSIBLE. DRIP IRRIGATION AND OTHER LOW WATER USE IRRIGATION METHODS AND EQUIPMENT SHALL BE EMPLOYED AS MUCH AS POSSIBLE, PRACTICAL, AND AS PER CODES.

THE IRRIGATION CONTRACTOR SHALL ARRANGE TO WALK THE SITE WITH THE OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION IN ORDER TO VERIFY ALL PROPOSED ASPECTS OF THE IRRIGATION TO BE PROVIDED.

THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR SECURING ALL REQUIRED PERMITS, AND PAYING ALL REQUIRED FEES. THE IRRIGATION CONTRACTOR SHALL CONTACT TEXAS 811 PRIOR TO CONSTRUCTION IN ORDER TO LOCATED UNDERGROUND UTILITIES. IF UNDERGROUND UTILITIES ARE DAMAGED DURING IRRIGATION INSTALLATION, THE CONTRACTOR SHALL MAKE ALL NECESSARY REPAIRS, AT NO COST TO THE OWNER.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL TAKE NECESSARY MEASURES TO COORDINATE THE TIMING OF INSTALLATION OF PLANTS AND INSTALLATION OF THE IRRIGATION SYSTEM. COORDINATE WITH THE GENERAL CONTRACTOR IF NECESSARY.

THE LANDSCAPE CONTRACTOR AND IRRIGATION CONTRACTOR SHALL TAKE NECESSARY MEASURES TO COORDINATE THE TIMING OF INSTALLATION OF PLANTS AND INSTALLATION OF THE IRRIGATION SYSTEM. COORDINATE WITH THE GENERAL CONTRACTOR IF NECESSARY. THE GENERAL CONTRACTOR OR PAVING CONTRACTOR SHALL CONSULT WITH THE IRRIGATION CONTRACTOR REGARDING THE POSSIBILITY OF IRRIGATION SLEEVES WITHIN AREAS TO BE PAVED.

B=B
BAIRD, HAMPTON & BROWN
engineering and surveying
3801 William D. Tate Ave. Ste. 600 Grapevine, TX 76051
mail@bhb.com 817.251.8559 • bhb.com
TBPE Firm #44 - TBPLS Firm #10011302

OES
OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092
NORTHLAKE COMMONS LOT 3 PHASE 5
CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

PLANT LIST, IRRIGATION NOTES,
SPECIFICATIONS

NO.	DESCRIPTION	DATE



PROJECT NUMBER: 2018.759.000
DATE: 7/17/2019 DRAWN BY: BHB
DESIGN BY: BHB CHECKED BY: BHB

SHEET

25

25 of 26

Building	SF	%
Stucco	272	100
Total	272	100

Building	SF	%
Stucco	753	78
Stone	210	22
Total	963	100

POINTS	ELEMENTS
3	Canopies/ Annings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

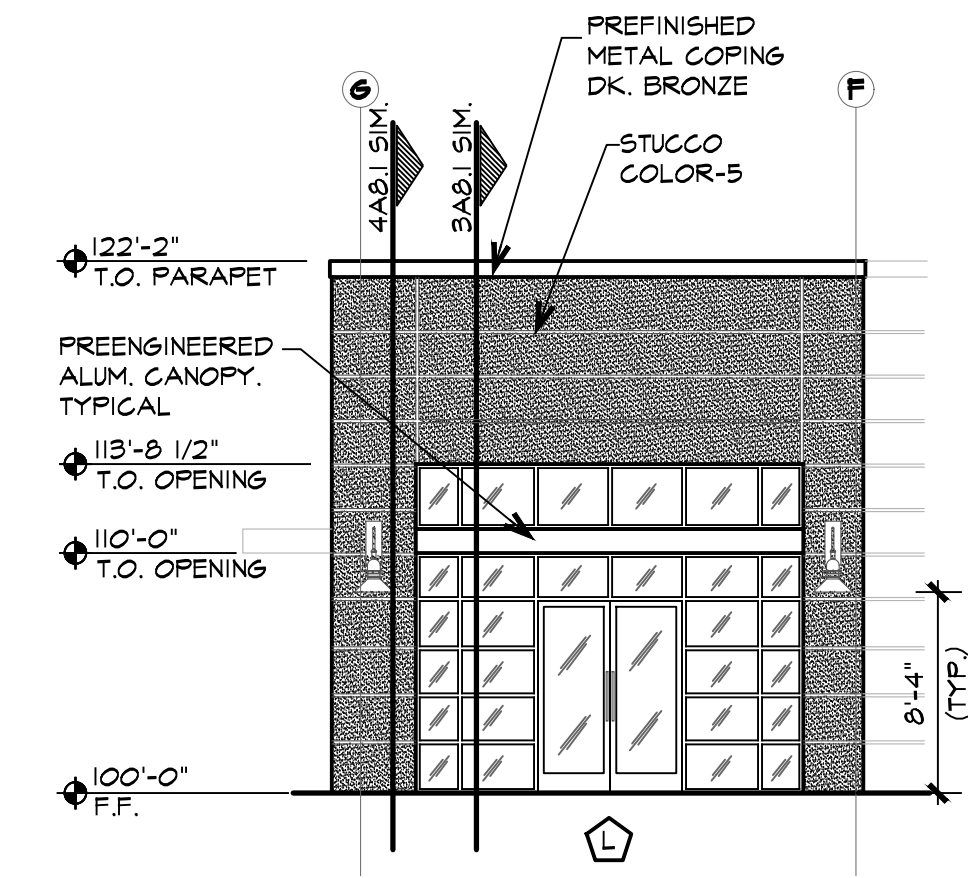
- GENERAL NOTES FOR NICHIA PRODUCT:
- NICHIA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHIA BUTTS INTO NON - NICHIA PANELS (USE "J" MOULD)
 - USE NICHIA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
 - USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHIA STARTER TRACK.
 - MINIMUM 1/4" IS REQUIRED BETWEEN NICHIA PANELS AND FLASHINGS FOR DRAINAGE.
 - NON FACTORY EDGES OF NICHIA PANELS TO BE SEALED.
 - SEALANT USED FOR NICHIA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 - BOTTOM EDGE OF NICHIA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

"NICHIA" METAL TRIM TO BE COLOR "CLEAR ANODIZED" WHERE COLOR VINTAGE WOOD-ASH IS USED.

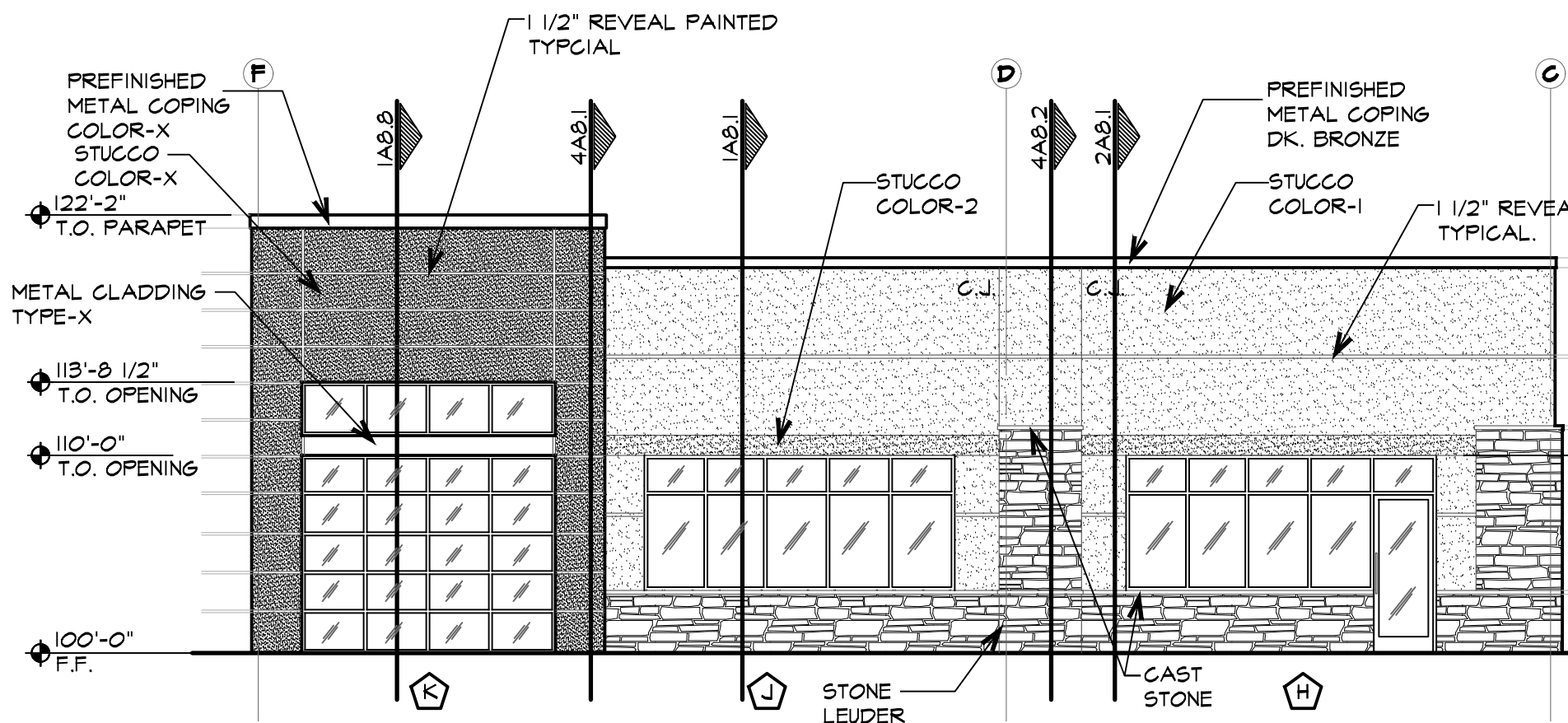
ALL STOREFRONT THIS BUILDING TO BE DARK BRONZE ANODIZED.

ALL CAST STONE THIS BUILDING TO BE ADVANCED CAST STONE COLOR - DOVE GRAY

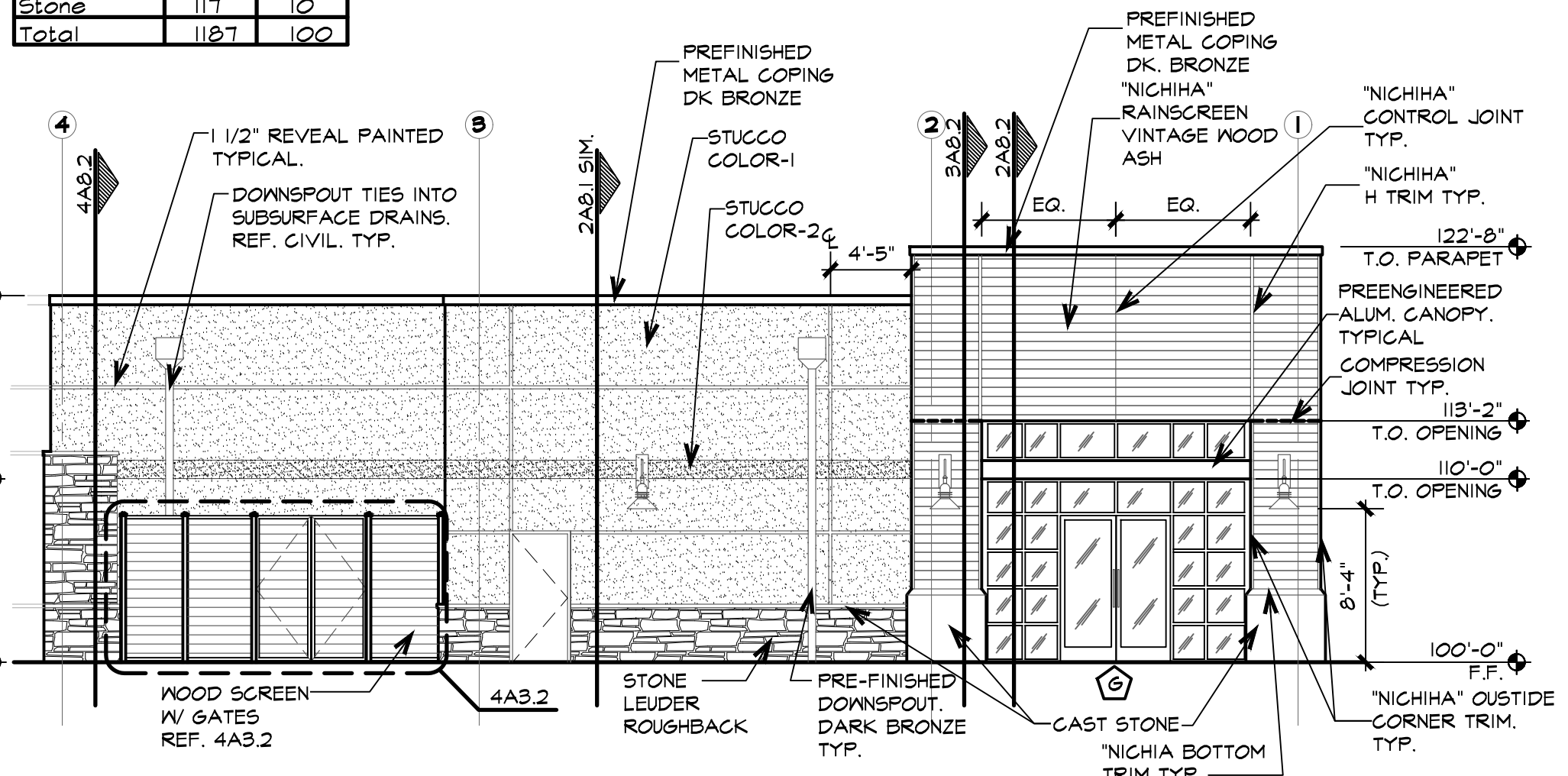
Building	SF	%
Nichia	282	24
Stucco	752	63
Cast Stone	36	3
Stone	117	10
Total	1187	100



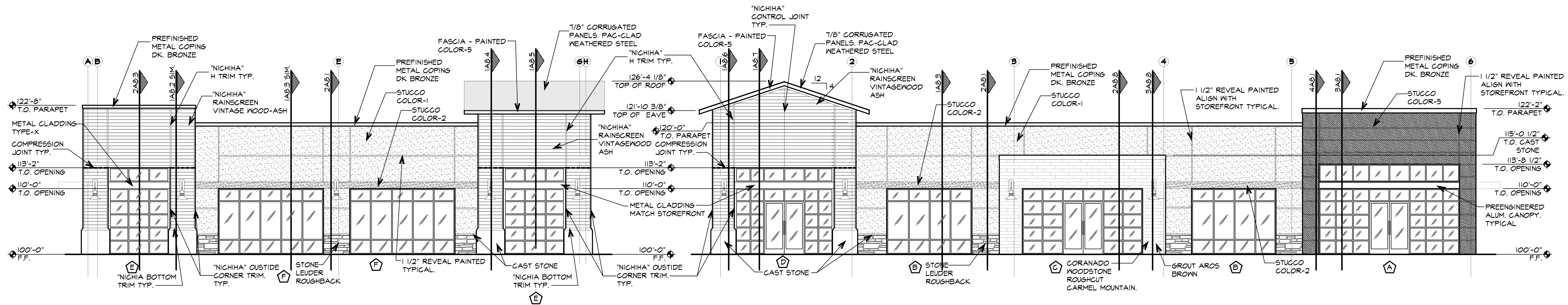
5 SOUTH ELEVATION (5A)
SCALE 1/8"=1'-0"



4 SOUTHWEST ELEVATION (5A)
SCALE 1/8"=1'-0"



3 SOUTH ELEVATION (5A)
SCALE 1/8"=1'-0"

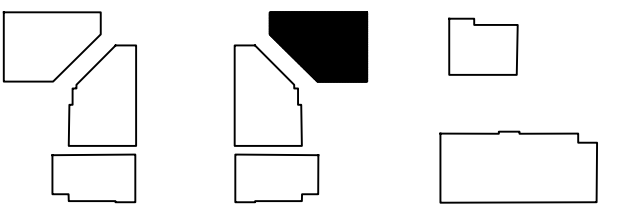


2 EAST ELEVATION (5A)
SCALE 1/8"=1'-0"

Building	SF	%
Nichia	444	34
Stucco	502	43
Cast Stone	12	1
Stone	33	3
7/8" Corrugated Panel	107	9
Total	1163	100

1 NORTH ELEVATION (5A)
SCALE 1/8"=1'-0"

Building	SF	%
Nichia	298	20
Stucco	456	62
Cast Stone	36	2
Stone	53	3
Coronado Woodstone	201	13
Total	1544	100



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



Office Equity Solutions
365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

TOWN COMMONS AT NORTHLAKE
BUILDING 5A

PROJECT
TOWN COMMONS AT NORTHLAKE
ADDRESS
1485 COMMONS CIRCLE
CITY NORTHLAKE STATE TX
ZIP 76226

EXTERIOR ELEVATIONS

JOB NO. 18041-5A

DATE 05-24-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/AV

SHEET NO.
A4.0
OF



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



05/24/2019

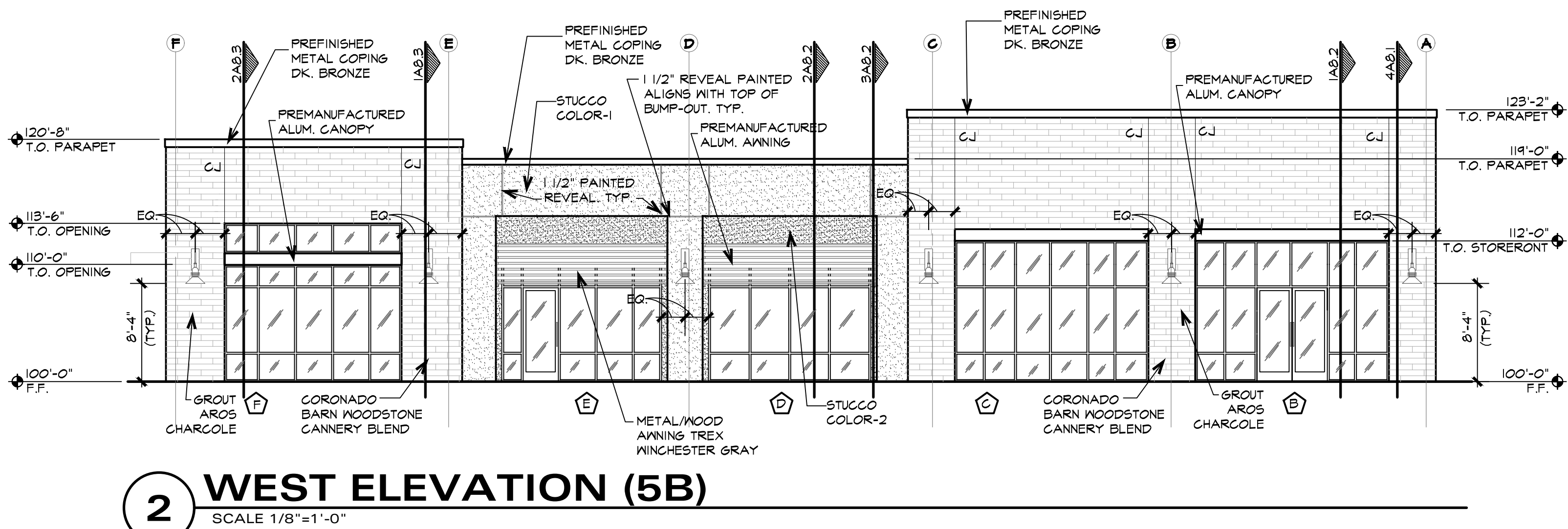
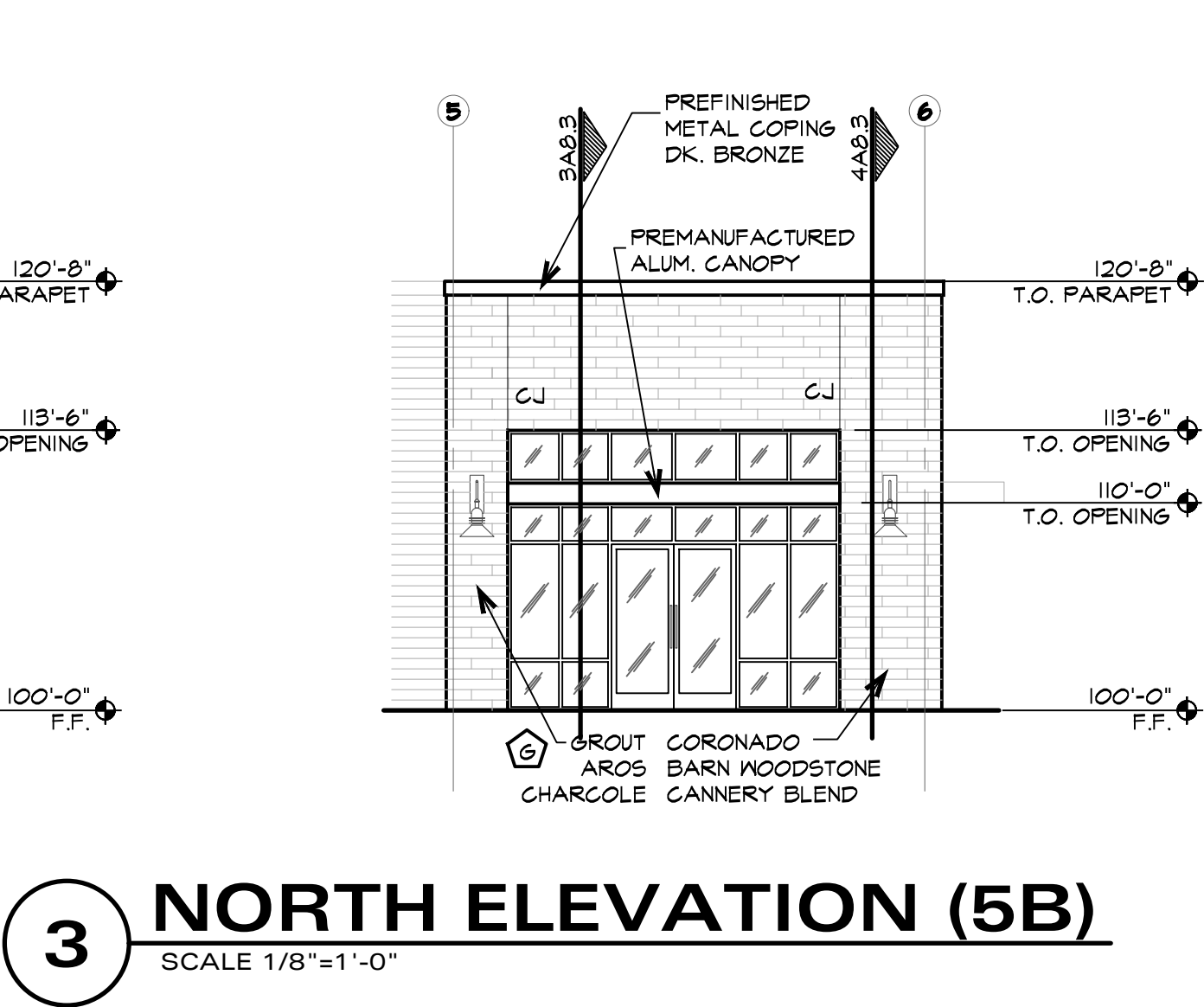
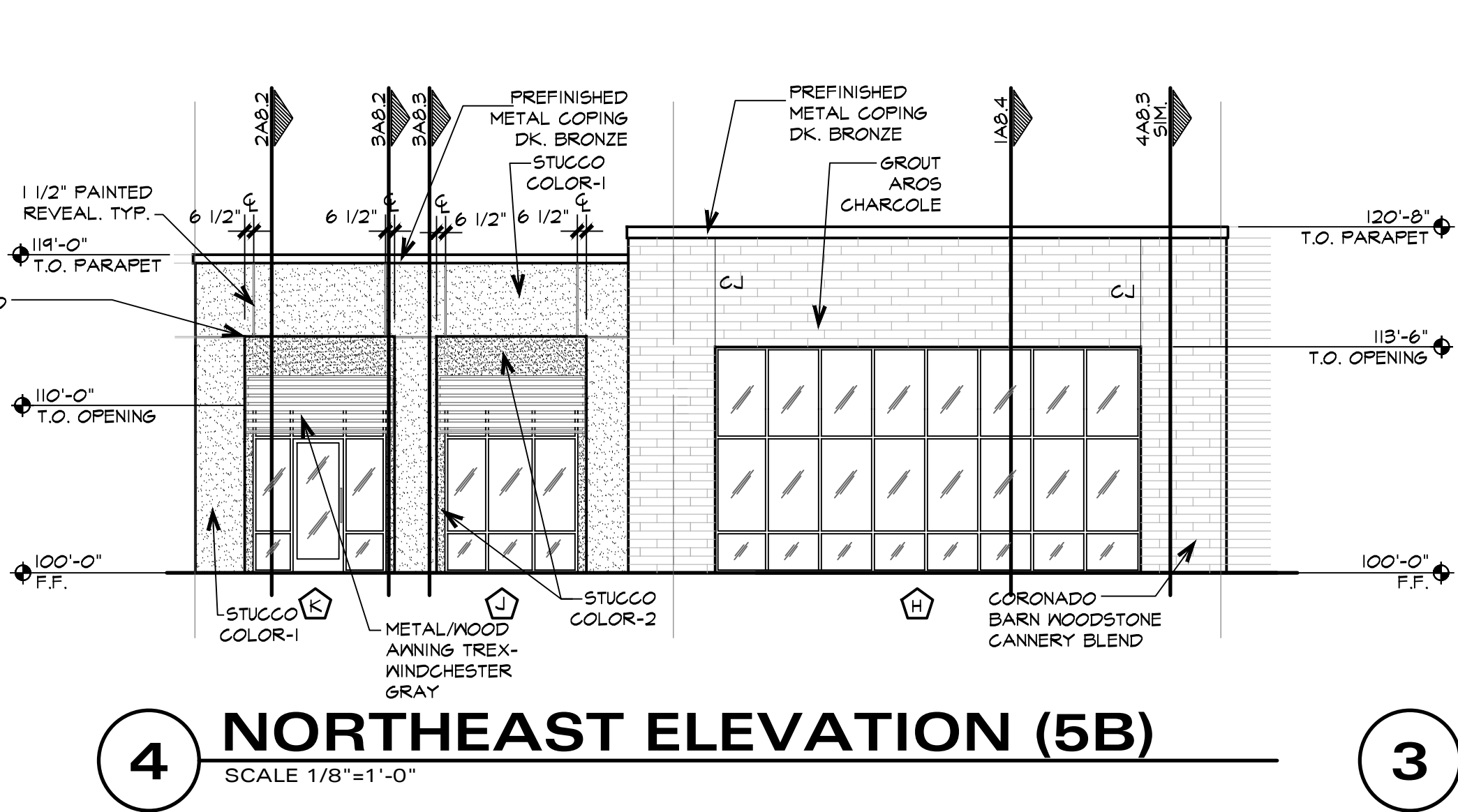
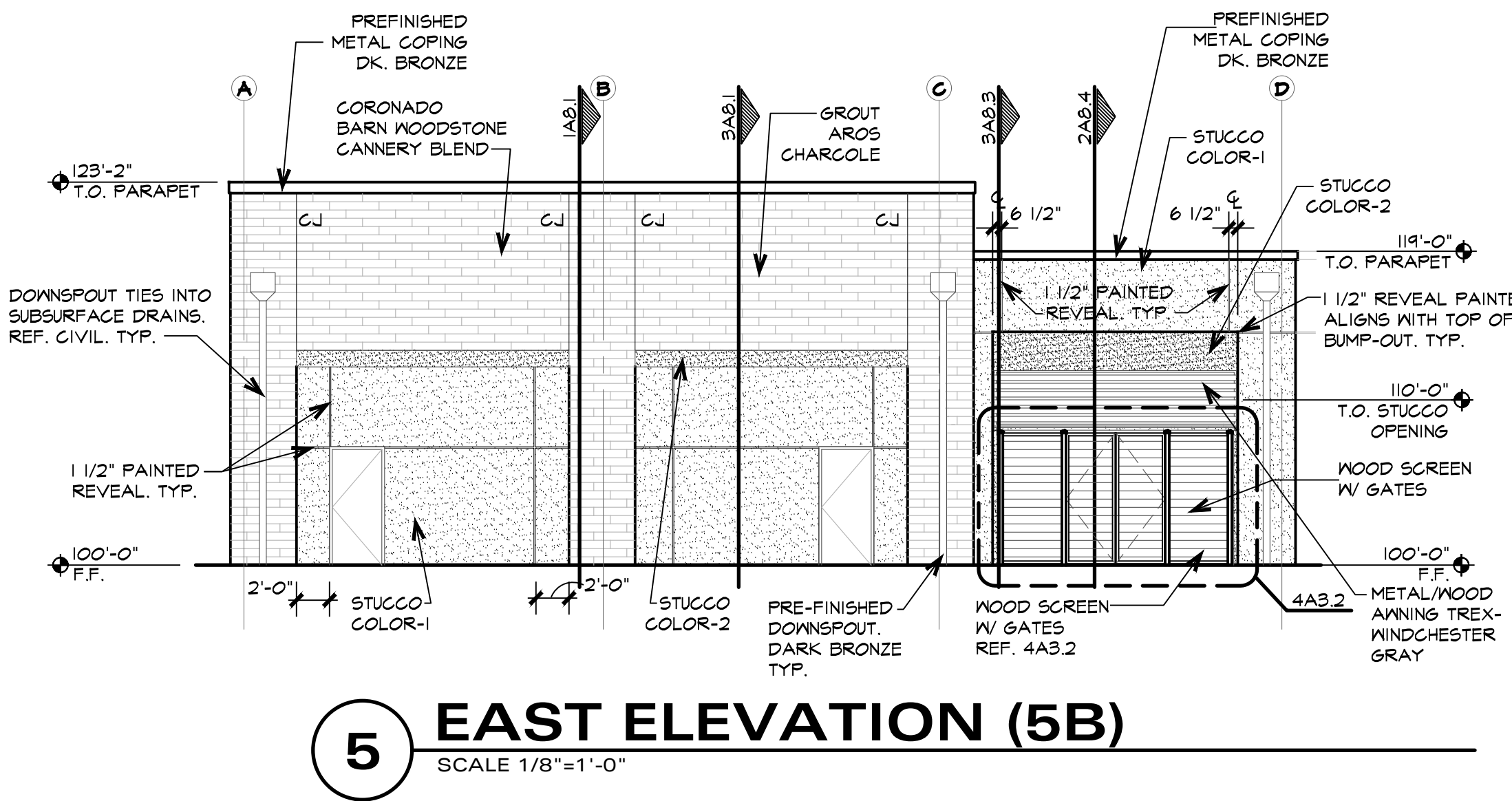
POINTS	ELEMENTS
3	Canopies/ Awnings
3	Varied Roof Height
6	Total

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Stucco	513	45
Coronado Woodstone	617	55
Total	1130	100

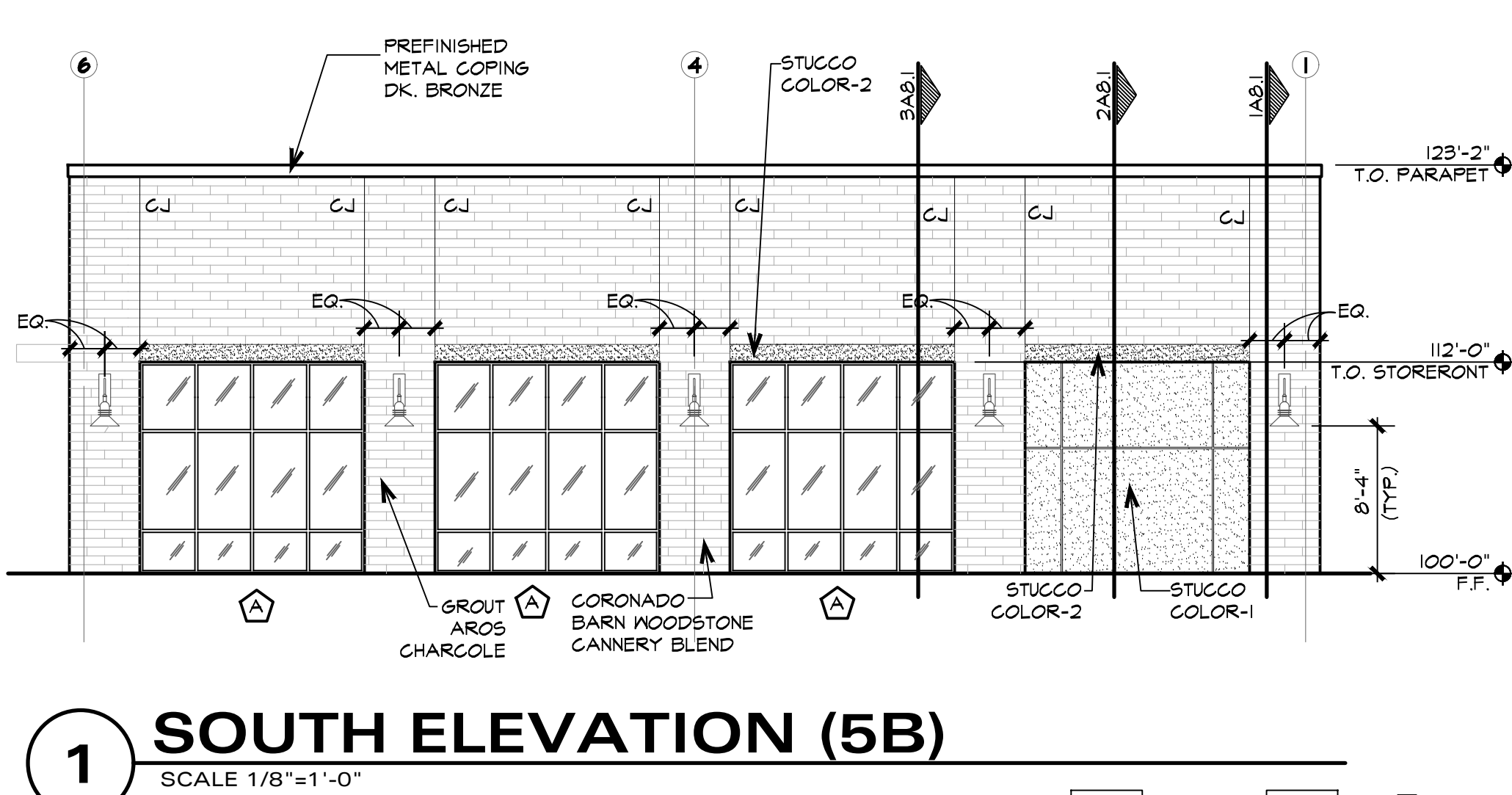
BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Stucco	338	46
Coronado Woodstone	347	54
Total	735	100

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Coronado Woodstone	274	100
Total	274	100

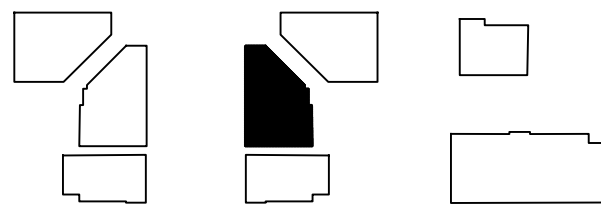
ALL STOREFRONT THIS BUILDING
TO BE CLEAR ANODIZED.



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Stucco	456	33
Coronado Woodstone	435	67
Total	1341	100



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Stucco	207	17
Coronado Woodstone	482	83
Total	1148	100



Office Equity Solutions

365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

**TOWN COMMONS
AT
NORTHLAKE
BUILDING 5B**

PROJECT
TOWN COMMONS
AT NORTHLAKE
ADDRESS
110 PLAZA PLACE
CITY NORTHLAKE STATE TX
ZIP 76226

**EXTERIOR
ELEVATIONS**

JOB NO. **18041-5B**

DATE 05-24-19 ISSUE FOR CONSTRUCTION MS/BEK/AP DRAWN BY

SHEET NO.

A4.0

OF



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



05/24/2019

GENERAL NOTES FOR NICHHA PRODUCT:

1. NICHHA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHHA BUTTS INTO NON - NICHHA PANELS (USE "J" MOULD)
2. USE NICHHA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
3. USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHHA STARTER TRACK.
4. MINIMUM 1/4" IS REQUIRED BETWEEN NICHHA PANELS AND FLASHINGS FOR DRAINAGE.
5. NON FACTORY EDGES OF NICHHA PANELS TO BE SEALED.
6. SEALANT USED FOR NICHHA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
7. BOTTOM EDGE OF NICHHA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

POINTS FOR DESIGN ELEMENTS

POINTS	ELEMENTS
3	Canopies/ Awnings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Stucco	1412	83
7/8" Corrugated Panel	298	17
Total	1710	100

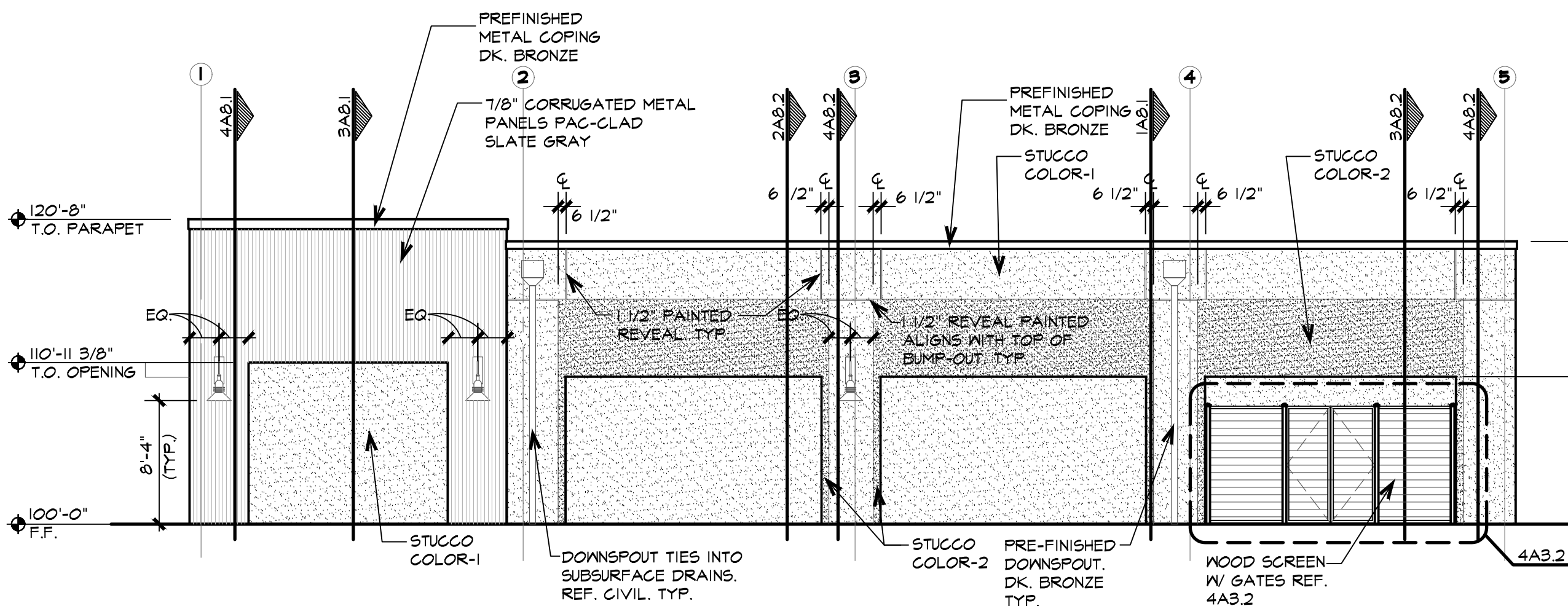
"NICHHA" METAL TRIM TO BE COLOR "CEDAR" WHERE COLOR "VINTAGE WOOD-CEDAR" IS USED.

ALL STOREFRONT THIS BUILDING TO BE DARK BRONZE ANODIZED.

ALL CAST STONE THIS BUILDING TO BE ADVANCED CAST STONE COLOR - SAND DRIFT

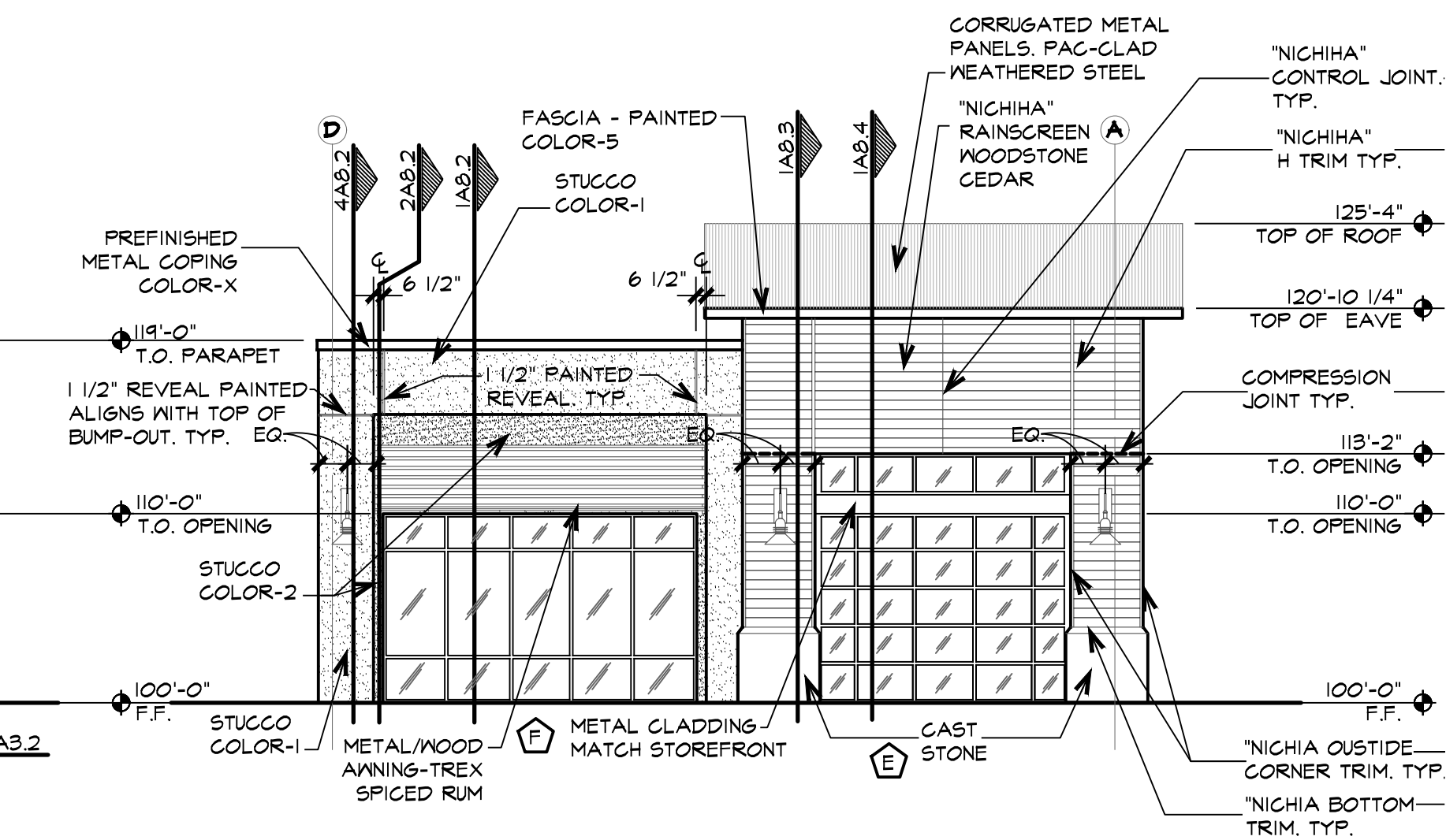
BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Nichha	219	34
Stucco	263	40
Cast Stone	36	6
7/8" Corrugated Panel	126	20
Total	644	100



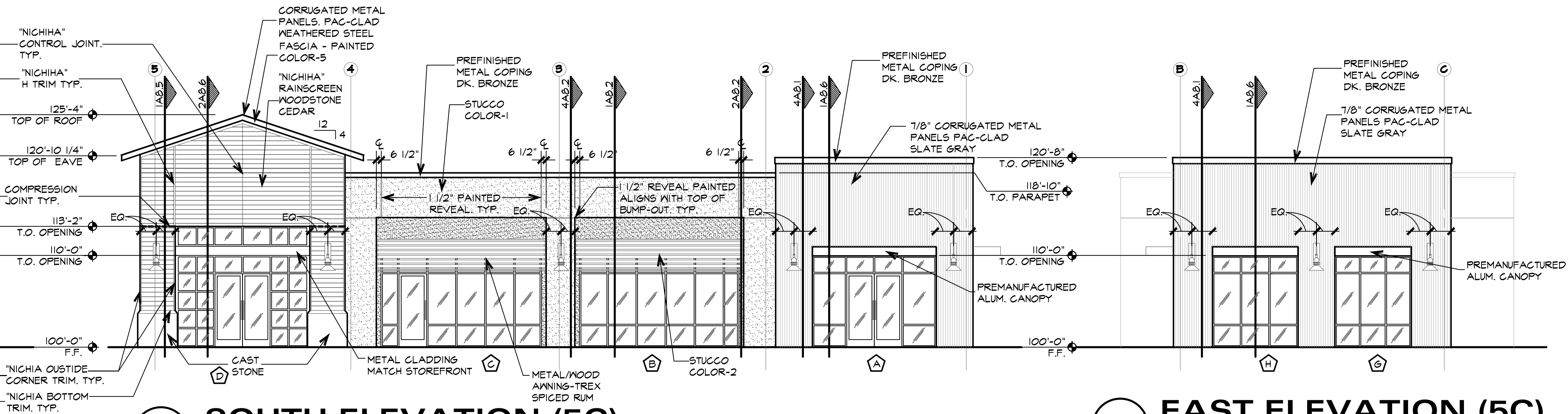
4 NORTH ELEVATION (5C)

SCALE 1/8"=1'-0"



3 WEST ELEVATION (5C)

SCALE 1/8"=1'-0"

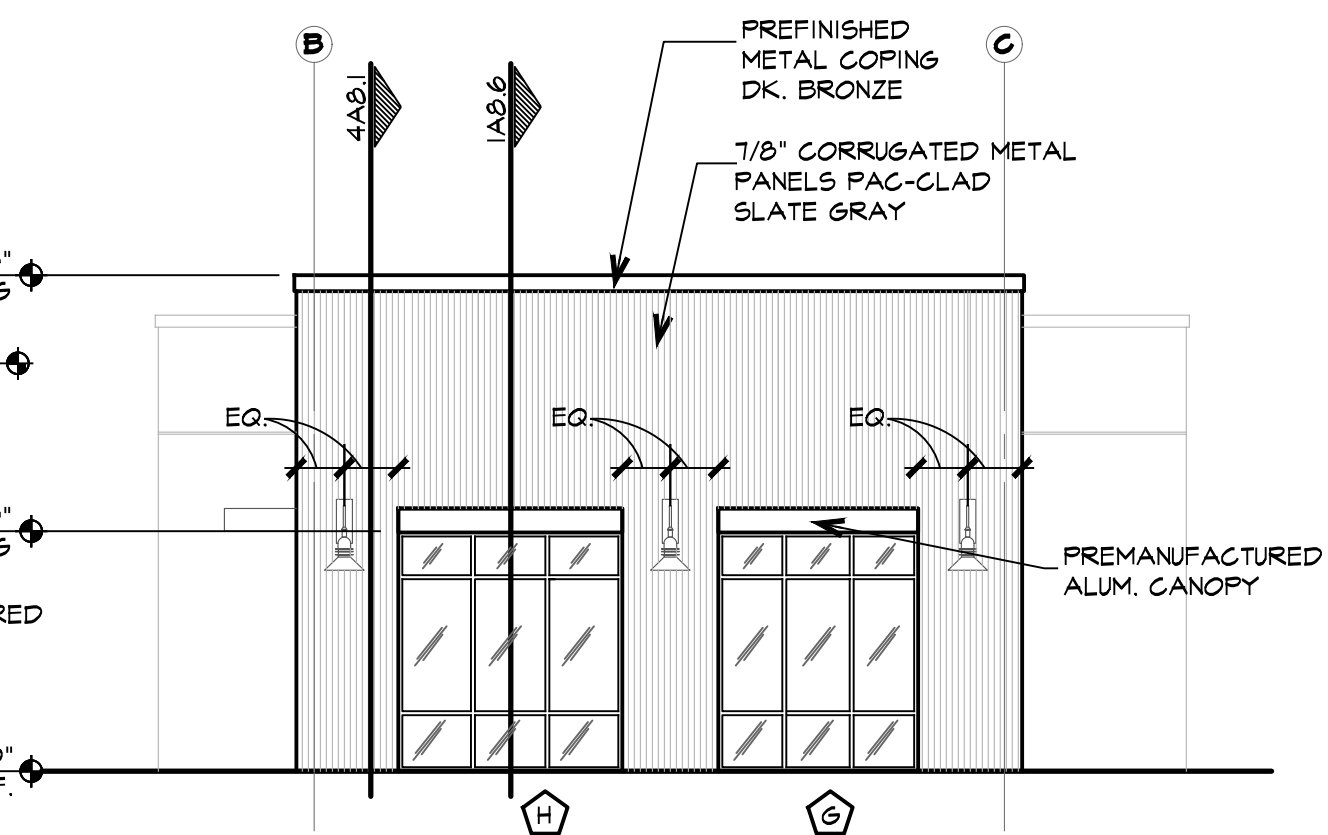


2 SOUTH ELEVATION (5C)

SCALE 1/8"=1'-0"

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Nichha	300	25
Stucco	553	47
Cast Stone	36	3
7/8" Corrugated Panel	299	25
Total	1188	100

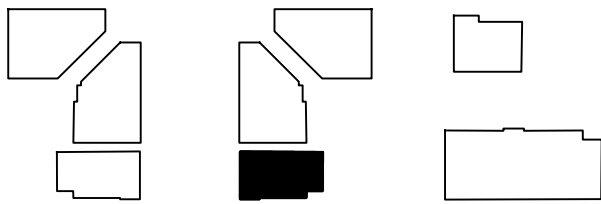


1 EAST ELEVATION (5C)

SCALE 1/8"=1'-0"

BUILDING ELEVATION
MATERIAL CALCULATIONS

Building	SF	%
Stucco	434	100
7/8" Corrugated Panel	434	100
Total	434	100



OES

OFFICE EQUITY SOLUTIONS

365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

**TOWN COMMONS
AT
NORTHLAKE**

BUILDING 5C

PROJECT
TOWN COMMONS
AT NORTHLAKE
ADDRESS
100 PLAZA PLACE
CITY STATE TX
NORTHLAKE ZIP
76226

**EXTERIOR
ELEVATIONS**

JOB NO. 18041-5C

DATE 05-24-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/AP

SHEET NO.

A4.0

OF

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Site Plan of Northlake Commons Phase 6 (SP-19-003)

Purpose: Consider approval of a Site Plan, with variance for exterior materials, of Northlake Commons Phase 6, a proposed two-building, 16,300 square-foot commercial development on 1.605 acres situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 7, Town Commons, generally located on the north side of FM 407 approximately 400 feet west of Harvest Way, and zoned Mixed-Use Planned Development (MPD).

Owner: Northlake Development LTD

Applicant/Developer: Office Equity Solutions

Engineer/Surveyor: Baird, Hampton & Brown Inc.

Existing Condition of the Property: The subject property is currently vacant, and the final plat for this site is on this same agenda.

Staff Analysis:

Access: Shared driveways and access easements will provide access to the site from multiple driveways on FM 407 as well as Cleveland-Gibbs Road.

Parking: The development is planned for a mix of commercial uses including retail and office uses, both of which require 1 parking space per 250 square feet, requiring a minimum of 65 parking spaces in the phase. 69 parking spaces are provided on the site plan of which 6 of the spaces will meet ADA requirements.

Fencing, Lighting, and Signage: Dumpster locations are shown on the site plan with screening. Dumpster enclosure screening details shall be provided with building permit application and meet all UDC requirements. Any other details on fencing, lighting and signage not provided with the site plan package must meet the requirements of the UDC at time of permitting.

Landscaping: Detailed landscape plans have been provided showing landscaping meeting the requirements of the UDC. Landscape materials were chosen for compatibility with

the UDC as well as to match those already being used in the neighboring Harvest development with preference for low maintenance, low water use plants being native or well adapted for this region.

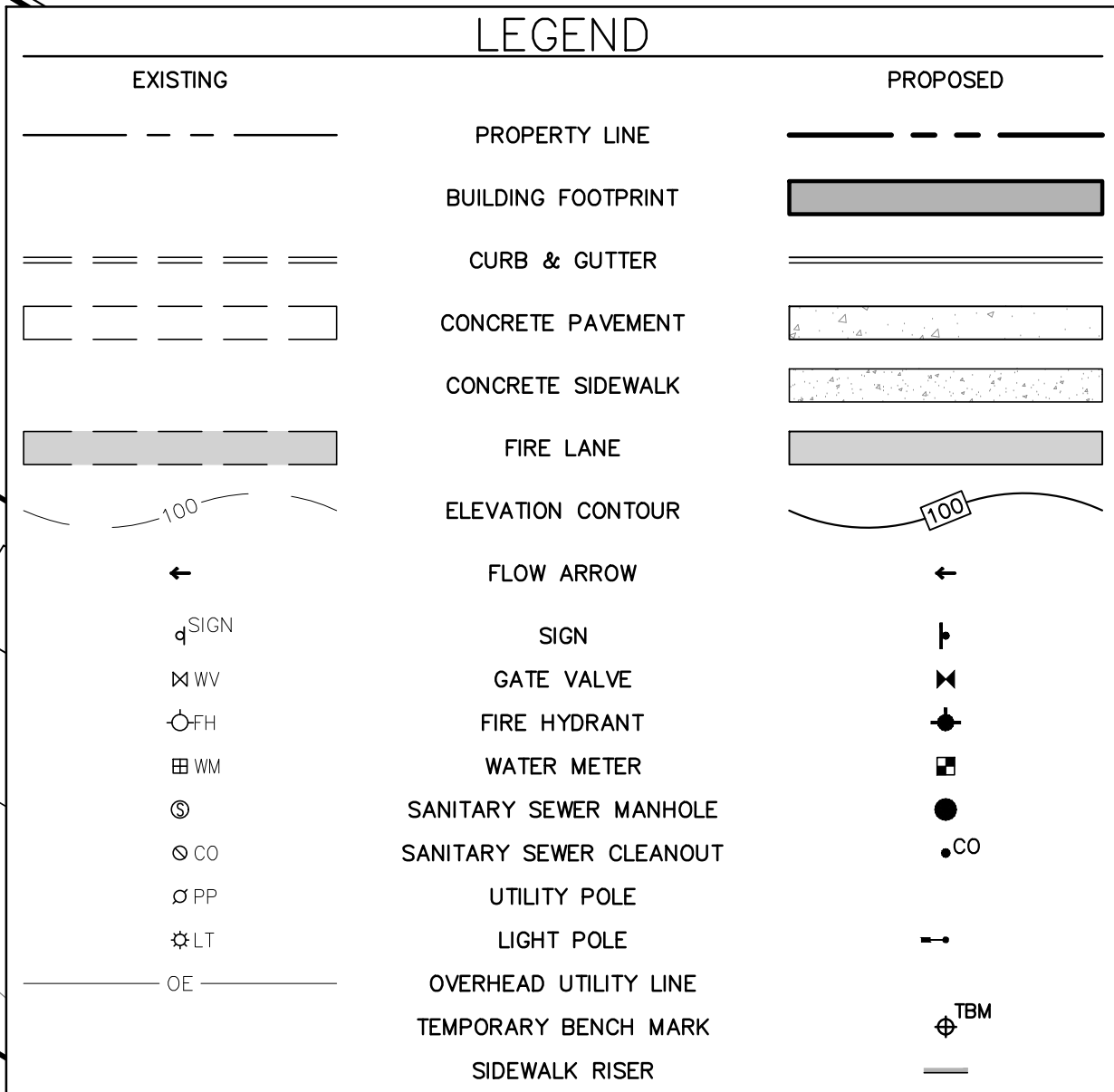
Building Elevations: Architectural elevations of the buildings are provided showing all four sides of each building. The building elevations appear to comply with the requirements of the UDC except for some exterior materials. A mix of exterior materials is shown on the elevations, including stucco, Nichiha, stone, cast stone, and some corrugated panel. The UDC requires that a maximum of 15% of the façade of a commercial building, exclusive of doors and windows, shall include secondary materials such as metal or cementitious fiberboard. The proposed elevations show several facades which include greater than 15% Nichiha wood panel, a cementitious fiberboard product, or corrugated panel. The UDC provides that Town Council may approve a variance to the exterior materials requirements with the site plan approval based upon architectural design and creativity. A similar variance was approved with the Town Commons Phase 1 site plan, and these buildings are designed for compatibility with the existing buildings within the development. Staff has no objection to this variance.

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 all applicable requirements of the Unified Development Code (UDC) except for the exterior materials as noted above.

1. ALL LINES, GRADES, CONSTRUCTION STAKING AND LAYOUT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
2. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD AND REPORT ANY DISCREPANCIES TO THE OWNER'S AGENT.
3. CONTRACTOR SHALL IMPLEMENT AND MAINTAIN EROSION AND SEDIMENTATION CONTROL MEASURES THROUGHOUT THE CONSTRUCTION PERIOD.
4. ALL EXISTING MATERIAL SHALL BE REMOVED FROM THE CONSTRUCTION SITE AND DEPOSITED ONTO ADJACENT PROPERTIES SHALL BE REMOVED BY THE CONTRACTOR AT CONTRACTOR'S EXPENSE.
5. ALL DIMENSIONS ARE TO FACE OF CURB OR EDGE OF PAVEMENT UNLESS SHOWN OR INDICATED OTHERWISE.
6. ALL DIMENSIONS ARE PARALLEL OR PERPENDICULAR TO EAST PROPERTY LINE BEARING OF N 0°00'03" E AND OF S 59°07'28" E UNLESS OTHERWISE SHOWN OR INDICATED.
7. EXISTING UTILITY DATA IS PROVIDED FOR INFORMATION ONLY. ALTHOUGH SHOWN AS ACCURATE, AS POSITIVE, THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH MUNICIPAL AND FRANCHISE UTILITY COMPANIES AND LOCATING ALL UTILITIES IN THE FIELD PRIOR TO CONSTRUCTION.
8. CONTRACTOR SHALL PROTECT ALL EXISTING UTILITIES, OVERHEAD UTILITY POLES AND GUY LINES THROUGHOUT CONSTRUCTION.
9. CONTRACTOR SHALL CALL *811* AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
10. ALL MATERIALS AND METHODS SHALL CONFORM TO THE LATEST STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION FOR NORTH CENTRAL TEXAS AND TOWN OF NORTH LAKE, CRITERIA.



SITE SUMMARY TABLE		
PROPOSED LOT		LOT 7
LOT AREA		69,902.00 SF
TOTAL PARKING AREA		38,681.33 SF
BLDG AREA		
	BLDG A	12,200 SF
	BLDG B	4,100 SF
	BLDG AREA TOTAL	16,300 SF
BLDG HEIGHT		
	BLDG A	ONE STORY
	BLDG B	ONE STORY
OPEN SPACE REQUIRED	10%	3868.13 SF
OPEN SPACE PROVIDED	29.15%	11276.00 SF
IMPERVIOUS AREA	83.87%	58626.00 SF
PARKING DATA		
REQUIRED PARKING		65
PROVIDED PARKING		69
REQUIRED ACCESSIBLE PARKING		3
PROVIDED ACCESSIBLE PARKING		6
* 1 SPACE PER 250 BLDG SQFT - RETAIL/COMMERCIAL		

SITE PLAN
of
NORTHLAKE COMMONS PHASE 6
Lot 7, Town Commons
Town of Northlake, Denton County, Texas
1.605 Acres
Zoned Mixed-Use Planned Development (MPD)
July 2019

OFFICE EQUITY SOLUTIONS

365 Miron, Suite A,

OFFICE EQUITY SOLUTIONS
LOT 7 BLADE 0

NORTHLAKE COMMONS LOT 7 PHASE 6

CLEVELAND-GIBBS RD & FM 407

COLLELAND-GIBBS RD
NORTH AKE TX 76002

SITE PLAN

DATE _____

NO	DESCRIPTION
----	-------------



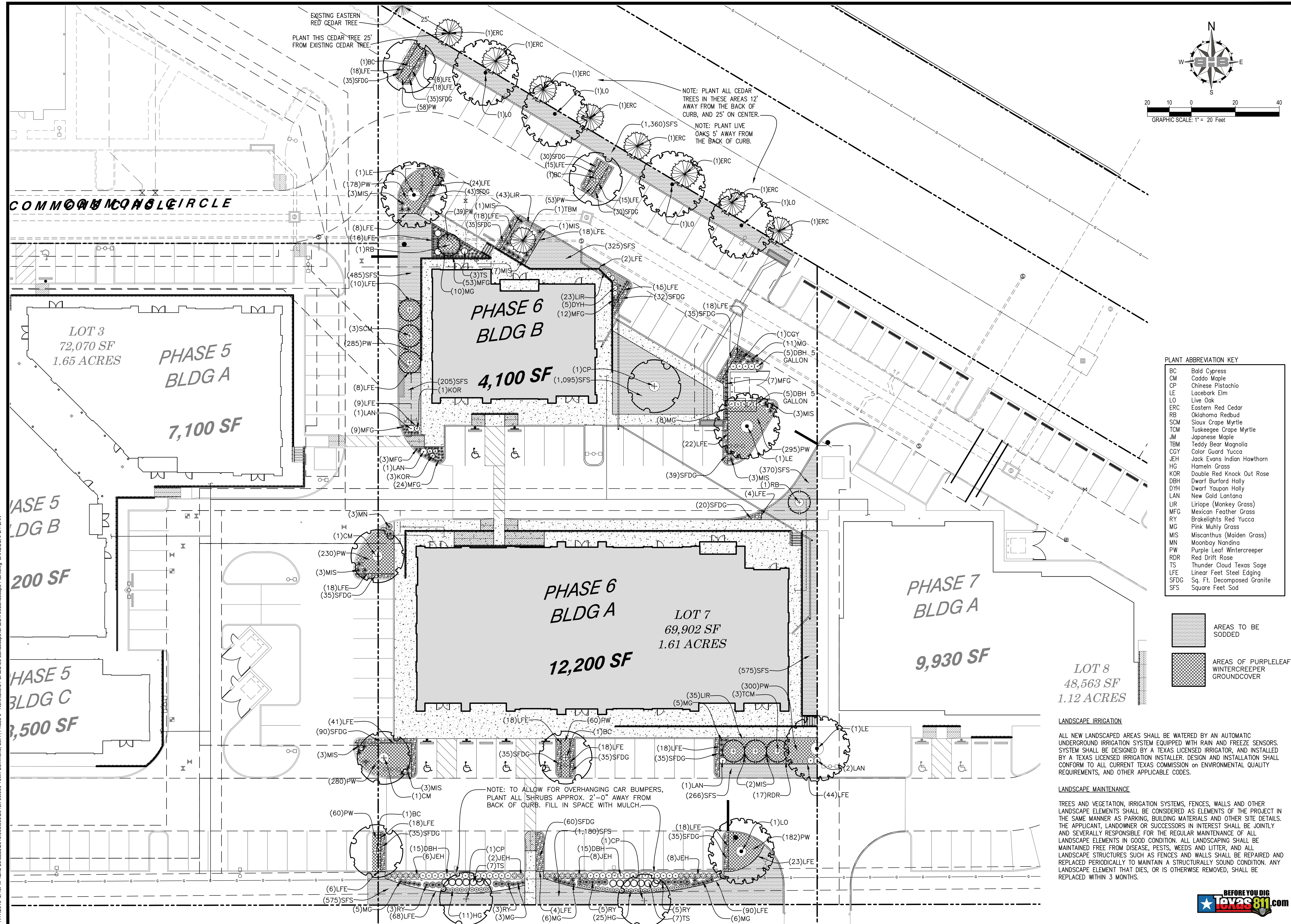
7-17-2019

PROJECT NUMBER:	2018.760.000
DATE: 7/17/2019	DRAWN BY: DSW
DESIGN BY: SLW	CHECKED BY: SLW

SHEE

4

4 of 2



B=B
BAIRD, HAMPTON & BROWN
engineering and surveying

3801 William D. Tate Ave., Ste 500 Grapevine, TX 76051
mail@bhbc.com • 817.251.8550 • bhbc.com
TBPE Firm #44 • TBPLS FIRM #1001302

 OFFICE EQUITY SOLUTIONS
365 Miron, Suite A,
Southlake, TX 76092

NORTHLAKE COMMONS LOT 7 PHASE 6

CLEVELAND-GIBBS RD & FM 407
NORTHLAKE, TX 76002

LANDSCAPE PLAN		
NO.	DESCRIPTION	DATE



PROJECT NUMBER:		2018.760.000	
DATE:	7/17/2019	DRAWN BY:	TK
DESIGN BY:	TK	CHECKED BY:	KB

SHEET

23

23 of 25

SHEET
23
23 of 25

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	1253	42
Stucco	1351	46
Cast Stone	36	1
7/8" Corrugated Panel	334	11
Total	2974	100

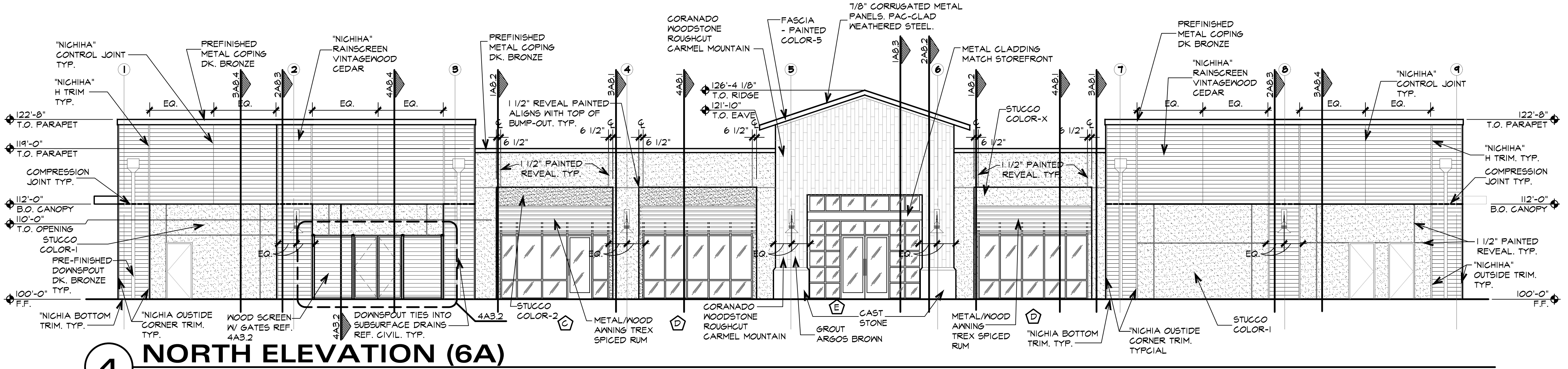
"NICHIA" METAL TRIM TO BE COLOR "BARK"

ALL STOREFRONT THIS BUILDING TO BE CLEAR ANODIZED.

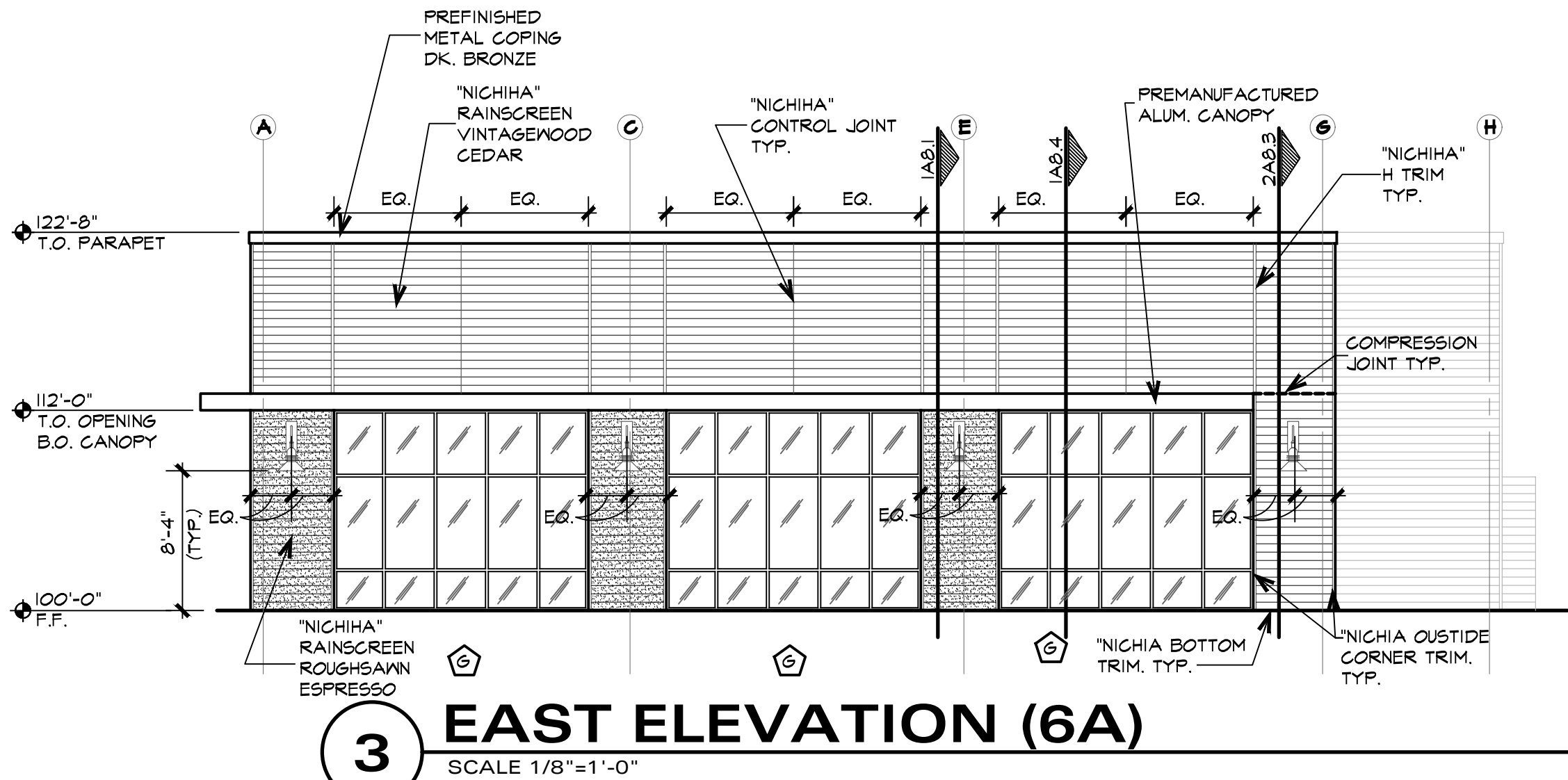
ALL CAST STONE THIS BUILDING TO BE ADVANCED CAST STONE COLOR - SAND DRIFT

POINTS FOR DESIGN ELEMENTS	
POINTS	ELEMENTS
3	Canopies/ Awnings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

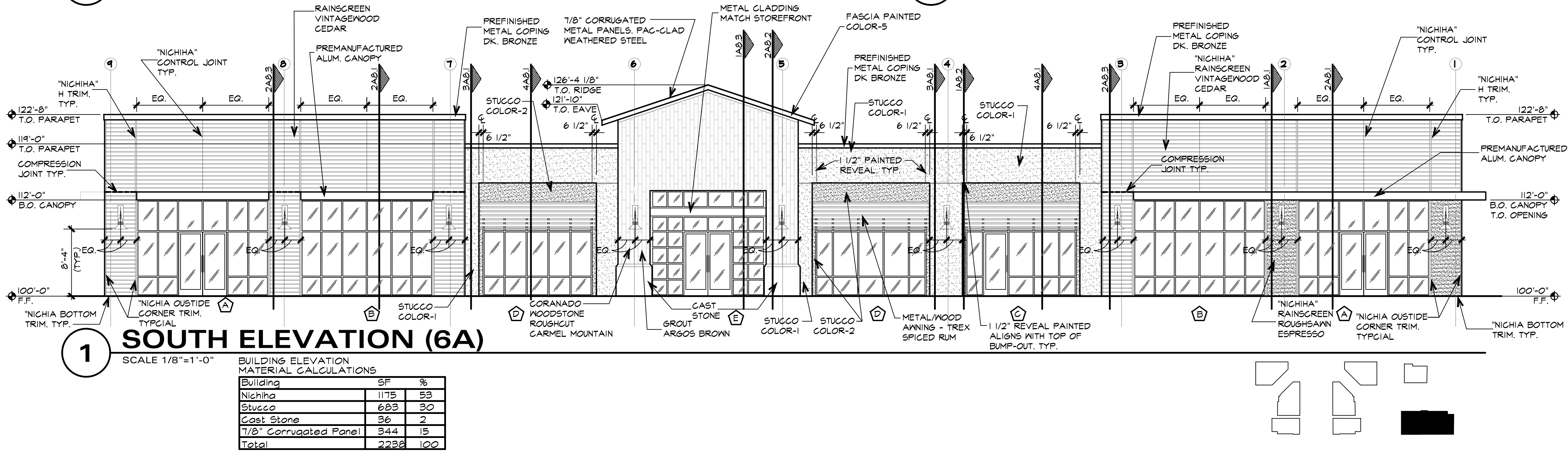
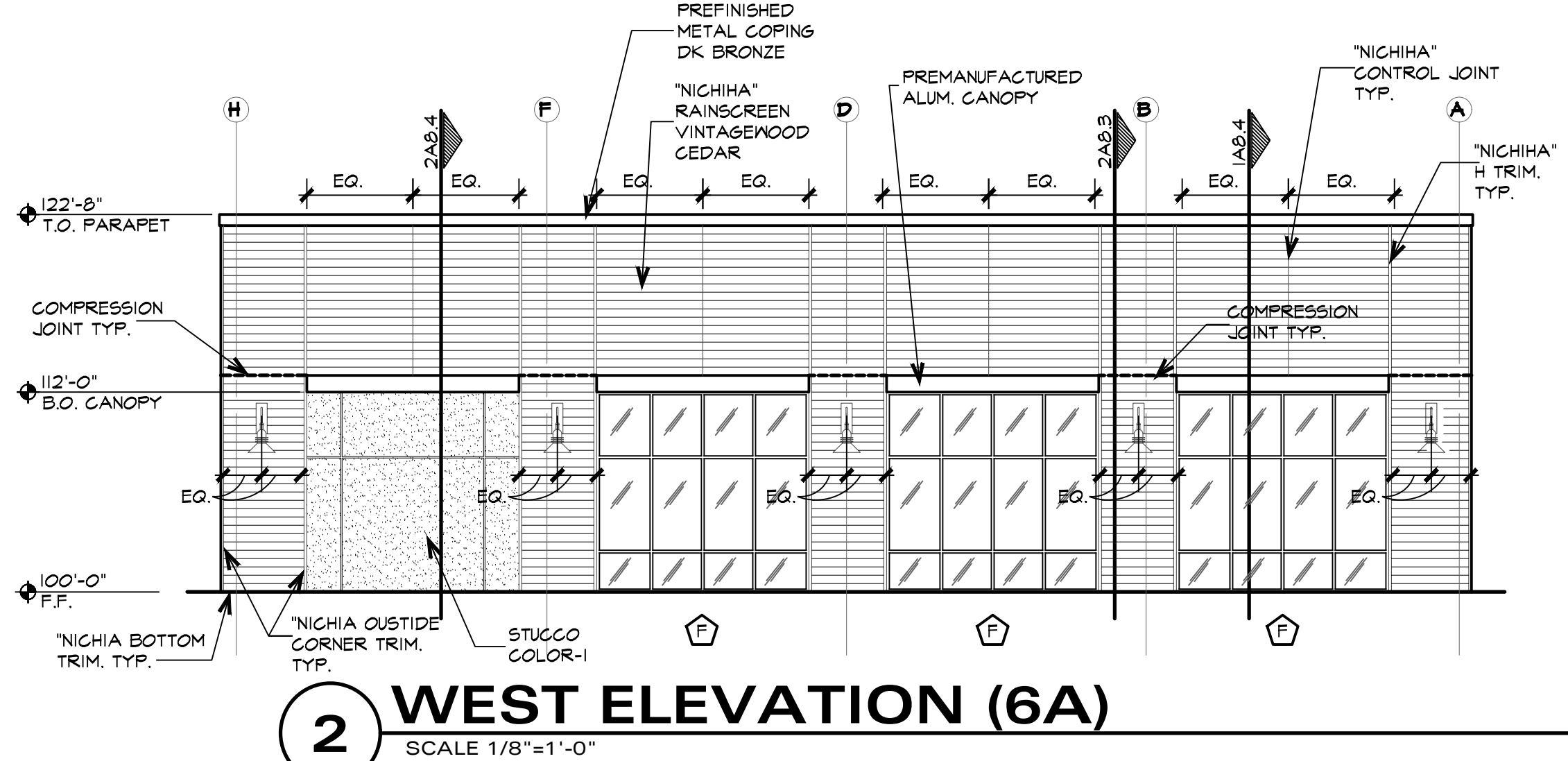
- GENERAL NOTES FOR NICHIA PRODUCT:
- NICHIA VERTICAL BUTT JOINTS ARE NEEDED WHEN NICHIA BUTTS INTO NON - NICHIA PANELS (USE "J" MOULD)
 - USE NICHIA "CORNER PANEL" WHERE HORIZONTAL RUN IS LESS THAN 4".
 - USE SPACERS FOR PANEL ATTACHMENT WHERE PANELS ARE BELOW NICHIA STARTER TRACK.
 - MINIMUM 1/4" IS REQUIRED BETWEEN NICHIA PANELS AND FLASHINGS FOR DRAINAGE.
 - NON FACTORY EDGES OF NICHIA PANELS TO BE SEALED.
 - SEALANT USED FOR NICHIA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 - BOTTOM EDGE OF NICHIA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.



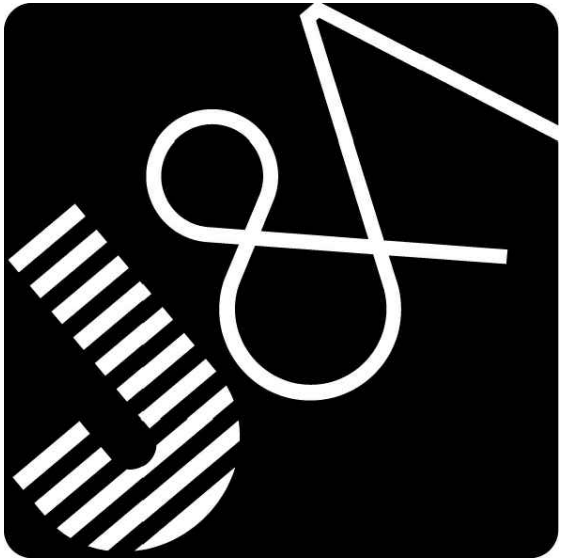
BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	862	100
Total	862	100



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	1041	87
Stucco	153	13
Total	1194	100



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	1175	53
Stucco	623	30
Cast Stone	36	2
7/8" Corrugated Panel	344	15
Total	2238	100



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699



Office Equity Solutions

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

TOWN COMMONS AT NORTHLAKE

BUILDING 6A

PROJECT
TOWN COMMONS AT NORTHLAKE
ADDRESS
1236 FM 407
CITY NORTHLAKE STATE TX
ZIP 76226

EXTERIOR ELEVATIONS

JOB NO. 18041-6A

DATE 05-24-19 ISSUE FOR CONSTRUCTION DRAWN BY MS/BEK/VP

SHEET NO.

A4.0

OF



Jacobs & Associates
Architecture, Planning, Interiors
701 Canyon Drive, Suite 110
Coppell, Texas 75019
972 331-5699

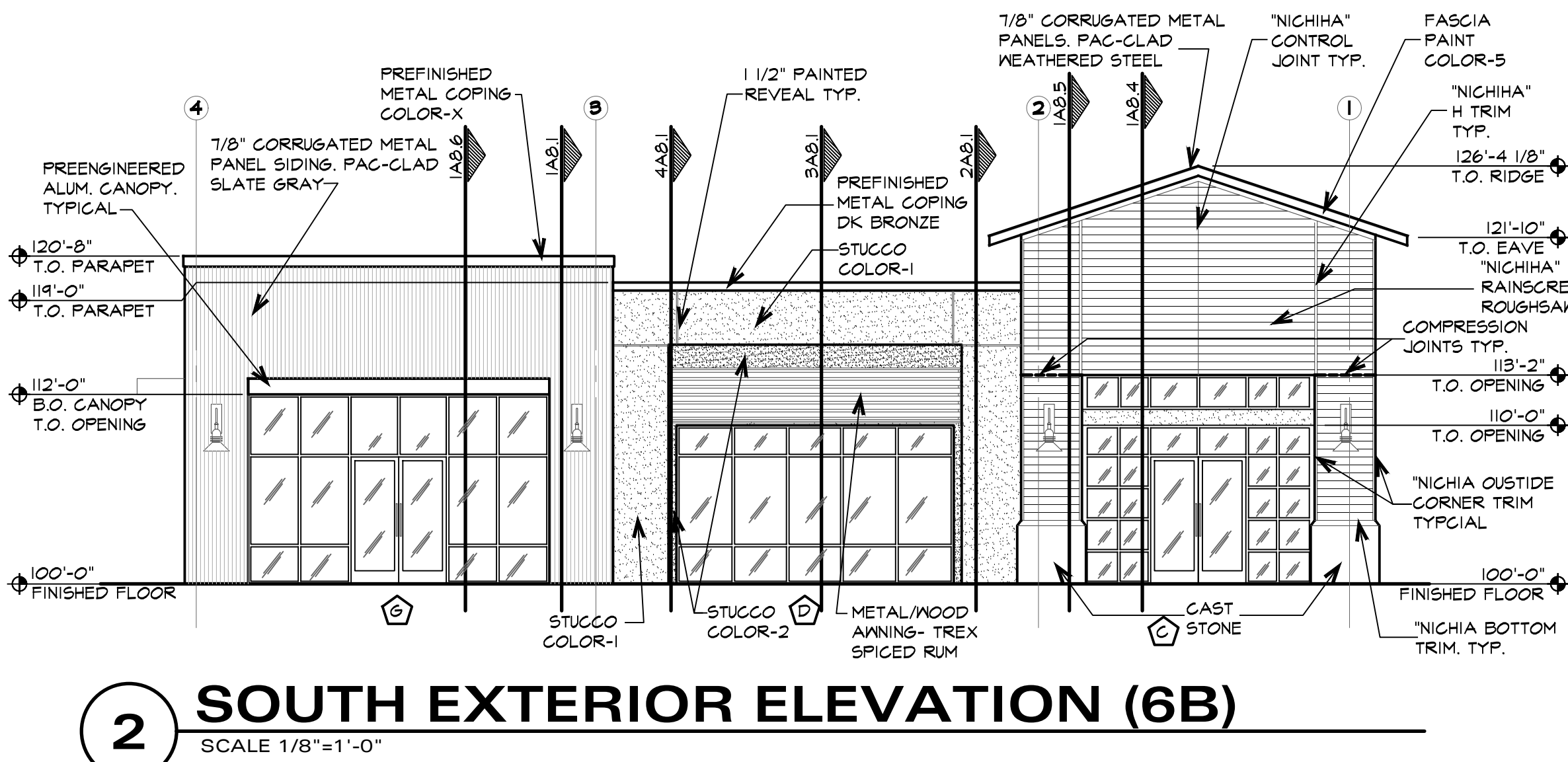
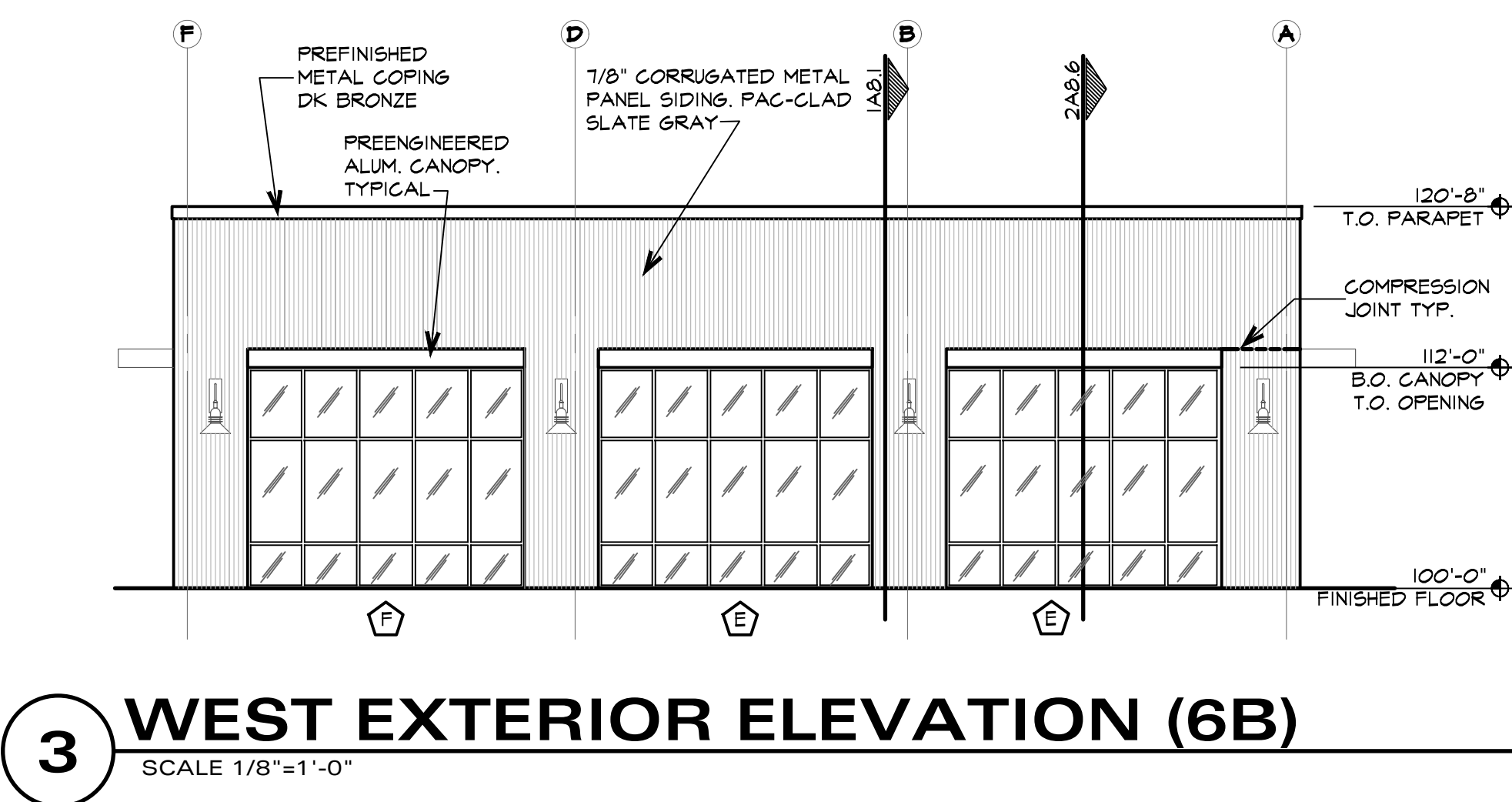
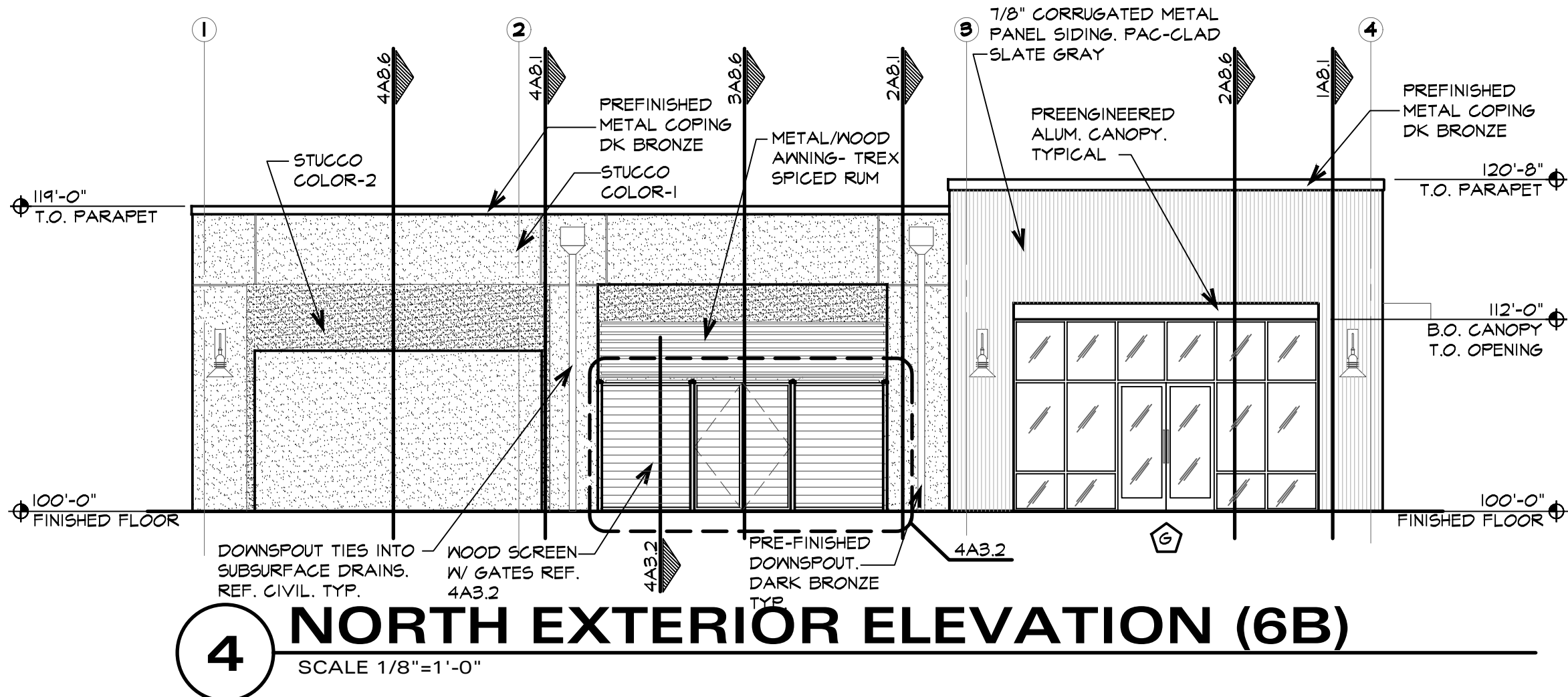


POINTS	ELEMENTS
3	Canopies/ Awnings
3	Roof Overhang
4	Pitched Roof
3	Varied Roof Height
1	Standing Seam Metal Roof
14	Total

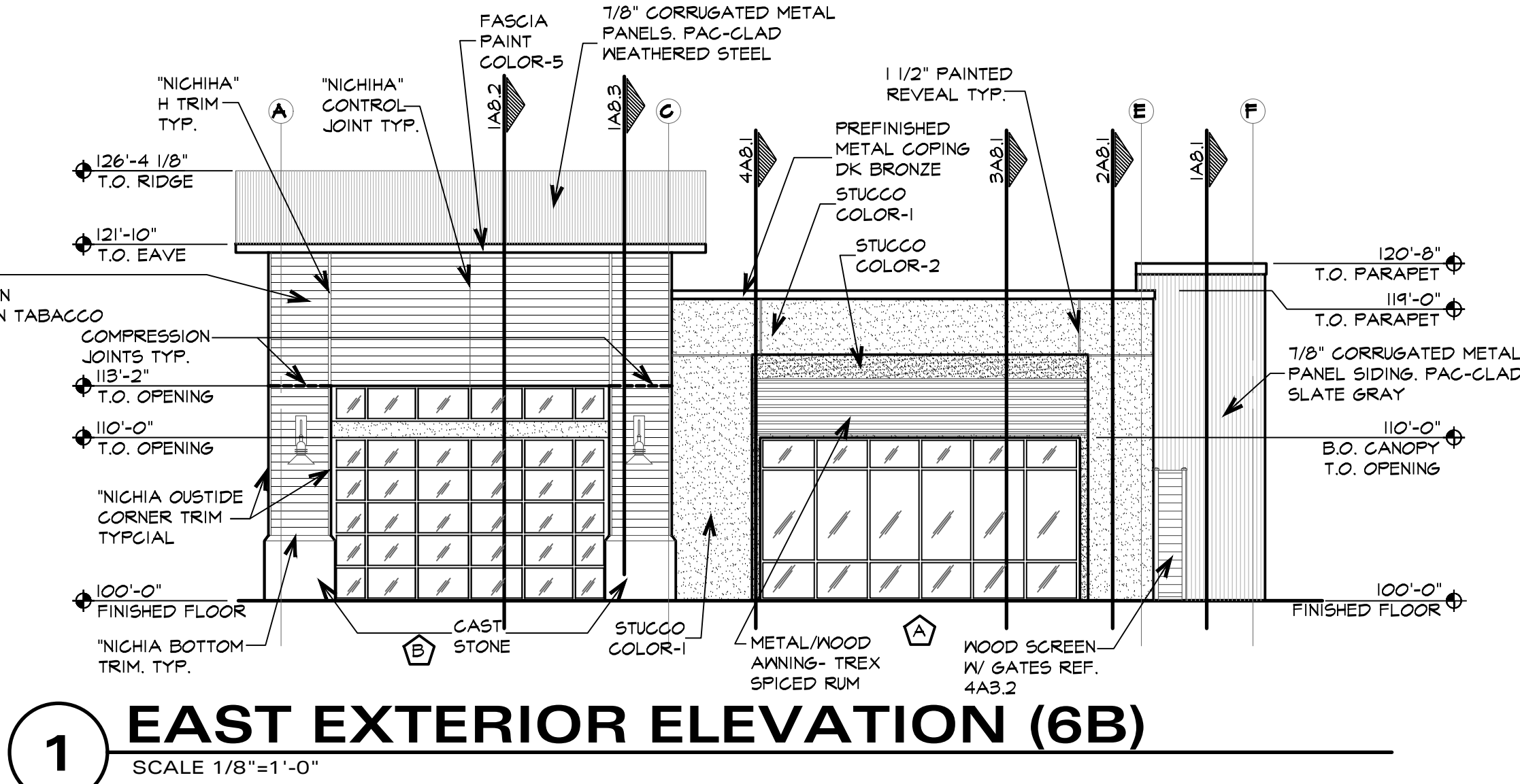
- GENERAL NOTES FOR NICHIA PRODUCT:
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 - NON FACTORY EDGES OF NICHIA PANELS TO BE SEALED.
 - SEALANT USED FOR NICHIA EXPANSION / CONTROL JOINTS TO MATCH PANEL COLOR.
 - BOTTOM EDGE OF NICHIA PANEL MUST BE 2" ABOVE HARD SURFACE OR 6" ABOVE FINISHED GRADE.

BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Stucco	849	73
7/8" Corrugated Panel	314	27
Total	1163	100

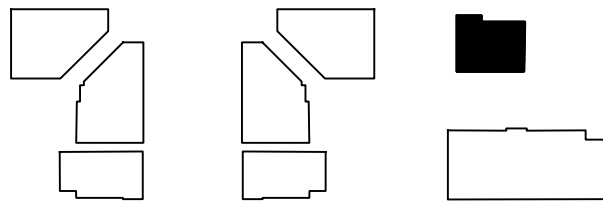
BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
7/8" Corrugated Panel	686	100
Total	686	100



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	326	34
Stucco	311	32
Cast Stone	36	4
7/8" Corrugated Panel	313	32
Total	986	100



BUILDING ELEVATION MATERIAL CALCULATIONS		
Building	SF	%
Nichia	275	29
Stucco	363	38
Cast Stone	36	3
7/8" Corrugated Panel	287	30
Total	961	100



OES

OFFICE EQUITY SOLUTIONS
365 Miron, Suite A
Southlake, Texas 76092
817-416-3981
817-416-8372 Fax

TOWN COMMONS AT NORTHLAKE

BUILDING 6B

PROJECT
TOWN COMMONS AT NORTHLAKE
ADDRESS
1238 FM 407
CITY NORTHLAKE STATE TX
ZIP 76226

EXTERIOR ELEVATION

JOB NO. 18041-6B

DATE	ISSUE FOR	DRAWN BY
05-24-19	CONSTRUCTION	MS/BEK/AP

SHEET NO.

A4.0

OF

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Site Plan for The Ridge at Northlake Phase 1 Amenity Center (SP-19-004)

Purpose: Consider approval of a Site Plan for The Ridge at Northlake Phase 1 Amenity Center, a proposed community amenity center to include a 4,440 square-foot social building, a 4,230 square-foot exercise building, a swimming pool, playground, and other related facilities on 3.96 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, to be platted as Lot 1X, Block G, The Ridge at Northlake Phase 1, generally located 500 feet south of Robson Ranch Road and 2,000 feet east of Ed Robson Blvd, and zoned Mixed-Use Planned Development (MPD).

Owner/Applicant/Developer: TMRY Ridge, LP

Engineer: JBI Partners

Architect: Larson & Pedigo Architects

Landscape Architect: TBG Partners

Existing Condition of the Property: The subject property is currently being developed as part of The Ridge at Northlake Phase 1. The property is zoned Mixed-Use Planned Development (MPD) with the MPD concept plan designating this site for an amenity center.

Background: A mixed-use planned development (MPD) zoning plan for this development, originally referred to as Heritage Fields, was first presented to Town Council in March 2013, and the initial MPD for the development was approved on June 26, 2014. An amendment to the MPD was approved on July 26, 2018, to revise the development concept and rebrand it as The Ridge at Northlake. A preliminary plat was approved for the development on August 9, 2018. Construction plans for Phase 1 of The Ridge at Northlake have been approved in accordance with the preliminary plat, and construction of Phase 1 is now underway.

Staff Analysis:

Access: The amenity center site is surrounded with street frontage on all four sides. The primary pedestrian access point is from Juniper Lane on the west with secondary access from the north and south where parking is also provided on Meadow Bend

and Orchard Pass. No vehicular driveways are planned on the site since it is surrounded by street frontage.

Parking:

The MPD and the UDC do not specify the number of required parking spaces for amenity center use. Other MPD's have included a minimum parking ratio of 1 space per 500 square feet of building space for amenity center use. Based on a total building space of 8,670 square feet, 18 parking spaces would be required. 43 parking spaces are provided on the site plan of which two of the spaces will meet ADA requirements. This provides a parking ratio in excess of 1 space per 200 square feet.

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

No details on fencing, lighting and signage were provided with the site plan submittal. Such details should be provided at time of permitting and must meet the requirements of the MPD.

Landscaping:

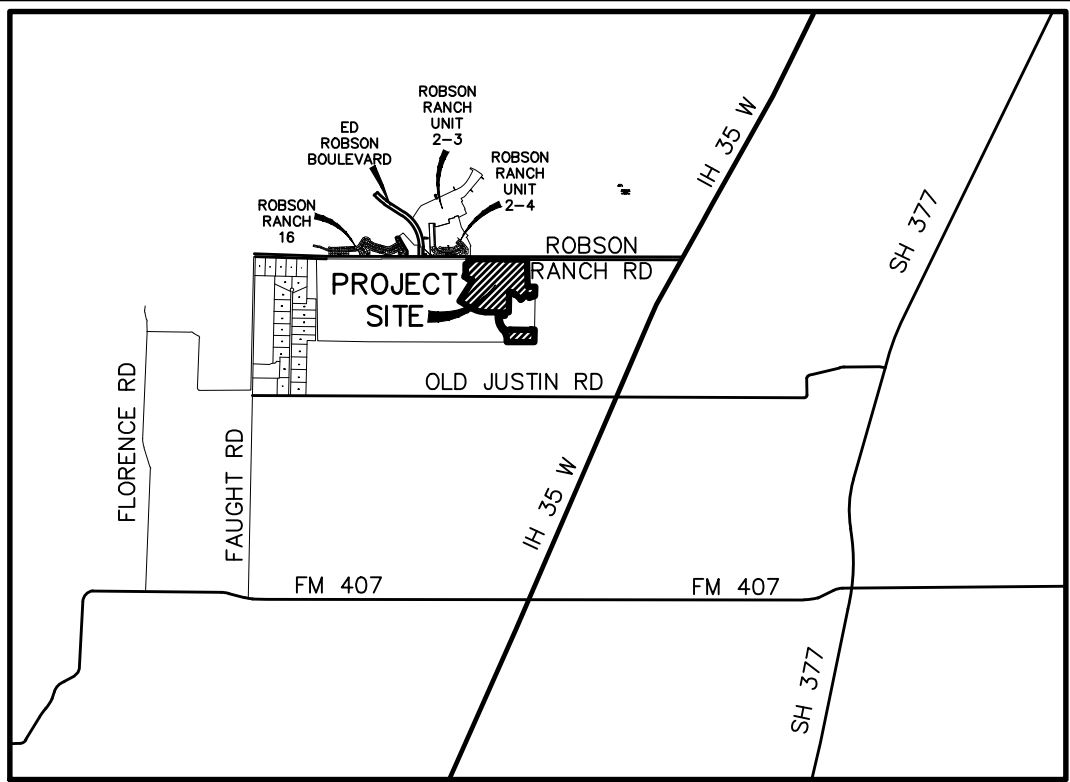
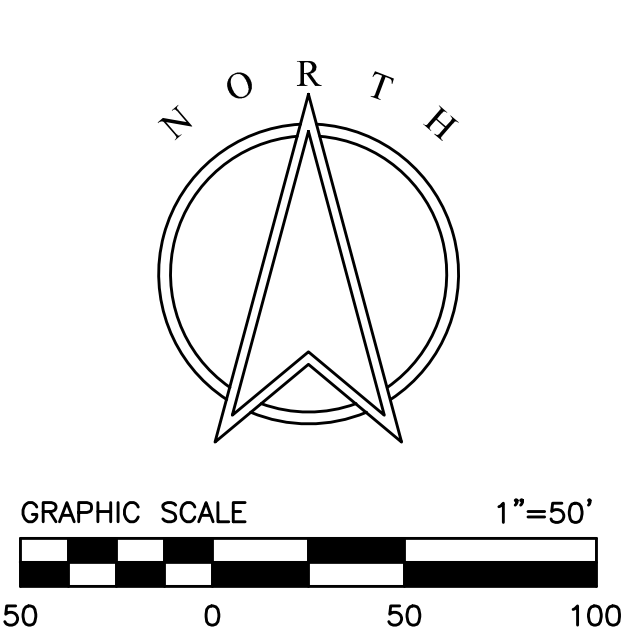
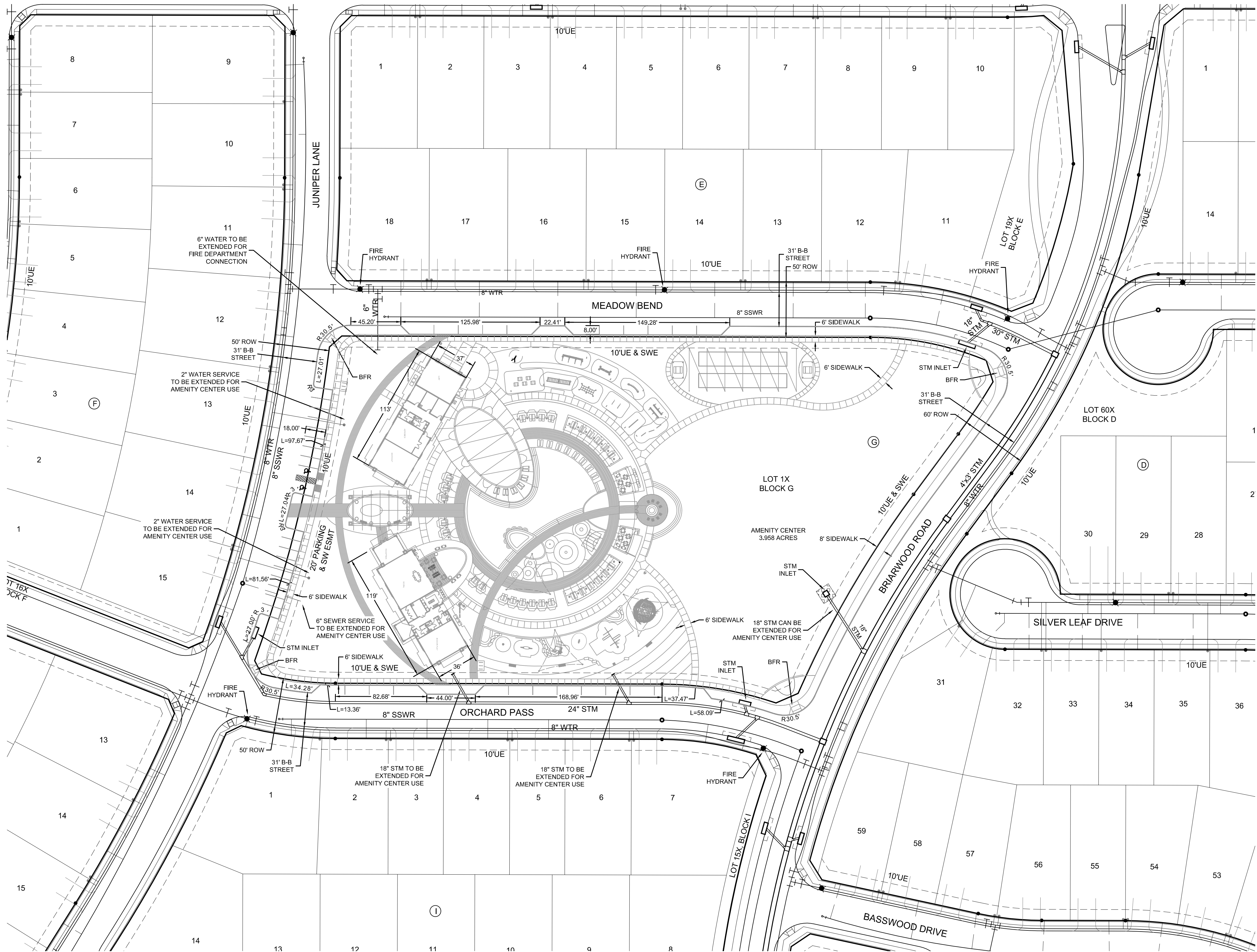
Detailed landscape plans have been provided showing landscaping meeting the requirements of the MPD.

Building Elevations:

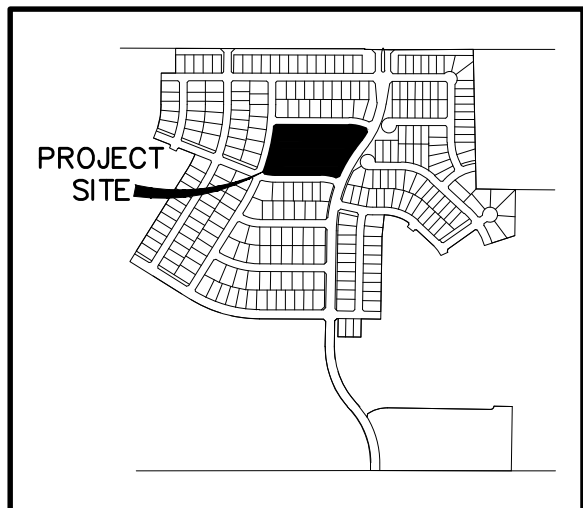
Architectural elevations of the social and exercise buildings are provided showing all four sides of the proposed buildings. The building elevations show a mix of brick and stone facades with large windows and a standing seam metal roof which appear to comply with the design requirements of the MPD.

MPD Requirements: The Ridge at Northlake MPD provides specific requirements for a private amenity center. At least one private amenity center is required, and the amenity center site is designated on the MPD concept plan. It shall include, at a minimum, conditioned space, swimming pool, fitness center, and family lifestyle oriented activities. This site plan submittal appears to meet and exceed all requirements of the MPD.

Staff Findings: Staff has reviewed the site plan package and finds it to meet the requirements of the MPD and all applicable requirements of the Unified Development Code (UDC).



VICINITY MAP (N.T.S.)



PHASE 1 MAP (N.T.S.)

- LEGEND**
- IRS CAPPED IRON ROD SET WITH YELLOW CAP STAMPED "JBI"
 - IRF IRON ROD FOUND
 - BL BUILDING LINE
 - ROW RIGHT-OF-WAY
 - VOL VOLUME
 - PG PAGE
 - DOC. NO. DOCUMENT NUMBER
 - R RADIUS

FLOOD STATEMENT: According to Community Panel No. 48121C0505G dated April 18, 2011 of the Federal Emergency Management Agency, National Flood Insurance Program Map, this property is within Flood Zone "X", (areas determined to be outside 500-year floodplain), which is not a special flood hazard area. If this site is not within an identified special flood hazard area, this flood statement does not imply that the property and/or the structures thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This statement shall not create liability on the part of the Surveyor.

SITE INFO

CONSTRUCTION TYPE:	5-B
OCCUPANCY:	A3
SOCIAL BUILDING GROSS SF:	4440 SF
PARTIAL OCCUPANT LOAD @ 1/15 NET:	125
PARTIAL OCCUPANT LOAD @ 1/50 GROSS:	20
EXERCISE BUILDING GROSS SF:	4230 SF
OCCUPANT LOAD @ 1/50 GROSS:	57
PAVILION GROSS SF:	1549 SF
HEIGHT:	21'-4"
HEIGHT ALLOWED:	40'
STORIES:	1
AREA OF IMPERVIOUS SURFACE:	53,919 SF
TOTAL PARKING REQUIRED:	18 SPACES
TOTAL PARKING PROVIDED:	43 SPACES
HANDICAP PARKING:	2 SPACES

*TRASH ROOM WILL BE LOCATED INSIDE OF BUILDING

SITE PLAN

**THE RIDGE AT NORTHLAKE,
PHASE 1 AMENITY CENTER**
1 HOA LOT - LOT 1X, BLOCK G

BEING 3.96 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

ZONING PLANNED DEVELOPMENT ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

STAMP RECEIVED

TMRY RIDGE LIMITED PARTNERSHIP **OWNER/DEVELOPER**
2500 Legacy Drive, Suite 100 (469) 252-2200
Frisco, Texas 75034
Contact: Phillip Thompson

JB PARTNERS, INC. **SURVEYOR/ENGINEER**
2121 Midway Road, Suite 300 (972)248-7676
Carrollton, Texas 75006
Contact: Daniel Dewey, P.E.
TBPE No. F-438 TBPLS No. 10076000 Prepared: July 24, 2019

P:\D - Heritage Fields\118311 - The Ridge at Northlake\03 Development\05 Permit\04 CAD\02 Sheets\00-L\118311-AC-L1-01.dwg



1 LANDSCAPE PLAN
PLAN

THE RIDGE AT NORTHLAKE AMENITY CENTER LOT 1X BLOCK G
3.958 ACRES
ABSTRACT NO. 1063
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
PREPARED - JUNE 27, 2019

- LANDSCAPE PLAN NOTES:
- ALL GREEN SPACE AND LANDSCAPING WILL BE MAINTAINED BY IRRIGATION. TURF AREAS TO BE ROTARY SPRAY, AND ALL IRRIGATION FOR PLANTING BEDS TO UTILIZE DRIP IRRIGATION. WATER FOR IRRIGATION SYSTEM TO BE PROVIDED THROUGH COMMUNITY WELL SYSTEM.
 - THERE ARE NO EXISTING TREES, FLOODPLAINS, DRAINAGEWAYS, OR CREEKS ON AMENITY CENTER SITE.
 - MASONRY SCREEN WALLS USED TO SCREEN POOL EQUIPMENT.

PLANT LIST					
SHADE TREES					
GRAPHIC	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
	CT	CANOPY TREE	N/A	4" CAL. MIN.	CANOPY TREES TO CONSIST OF BUT NOT BE LIMITED TO; MONTERREY OAK, SHUMARD OAK, SOUTHERN LIVE OAK, CEDAR ELM, ALLEE ELM
	OT	ORNAMENTAL TREE	N/A	30 GAL. MIN.	ORNAMENTAL TREES TO CONSIST OF BUT NOT BE LIMITED TO; THORNLESS HONEY MESQUITE, EASTERN RED CEDAR, NATCHEZ CRAPE MYRTLE, TEXAS LILAC VITEX.
PERENNIALS, GROUNDCOVERS, AND ANNUALS					
GRAPHIC	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
	PB	PLANTING BED	N/A	4" POT TO 5 GAL. MIN.	PLANTING TO CONSIST OF BUT NOT BE LIMITED TO; JAPANESE BARBERRY, CRIMSON PYGMY BARBERRY, WEEPING LOVEGRASS, GULF MUHLY, WAX MYRTLE, TURK'S CAP, PINK PARADE YUCCA, AND SPANISH DAGGER
TURF GRASS AND SEED MIXES					
GRAPHIC	KEY	COMMON NAME	SCIENTIFIC NAME	SIZE	REMARKS
	SOD	BERMUDA GRASS	CYNODON DACTYLON	SOD	REF. PLANS FOR EXTENTS OF SOD.



OWNER:
TMRY RIDGE LIMITED PARTNERSHIP

CONTACT: PHILLIP THOMPSON
2500 LEGACY DRIVE, STE 100
FRISCO, TEXAS 75034
O: 469.252.2194
E: PTHOMPSON@DARLINGHOMES.COM

LANDSCAPE ARCHITECT:
TBG PARTNERS

CONTACT: SETH ATWELL
2001 BRYAN STREET, STE 1450
DALLAS, TEXAS 75201
O: 214.744.0757
E: SETH.ATWELL@TBGPARTNERS.COM



TBG

landscape architects, planners & designers

2001 bryan street
suite 1450
dallas, tx 75201

[214] 744-0757
tbgpartners.com

for review only.
not for regulatory approval,
permitting or construction.

**Landscape
Site
Plan**

June 27, 2019
Seth Atwell #3078

project

The Ridge

Amenity Center
Site Plan Submittal

TMRY Ridge Limited Partnership
Frisco, Texas

project number

D18311

issue date
07/24/2019

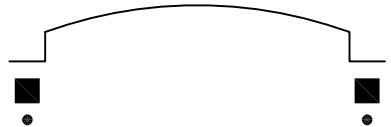
designed:
drawn: AH, XY
reviewed: SA

sheet title

**Landscape
Plan**

sheet

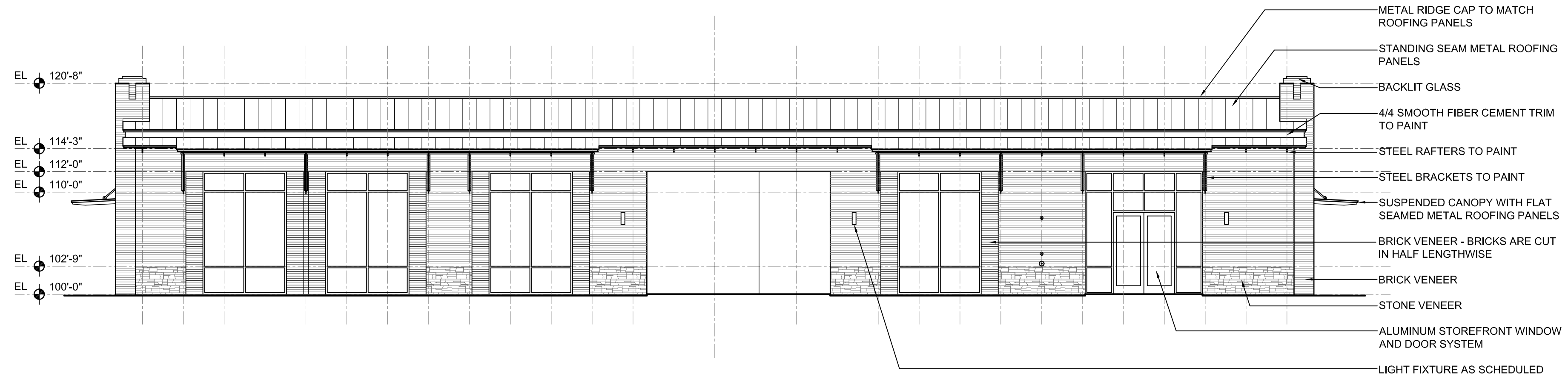
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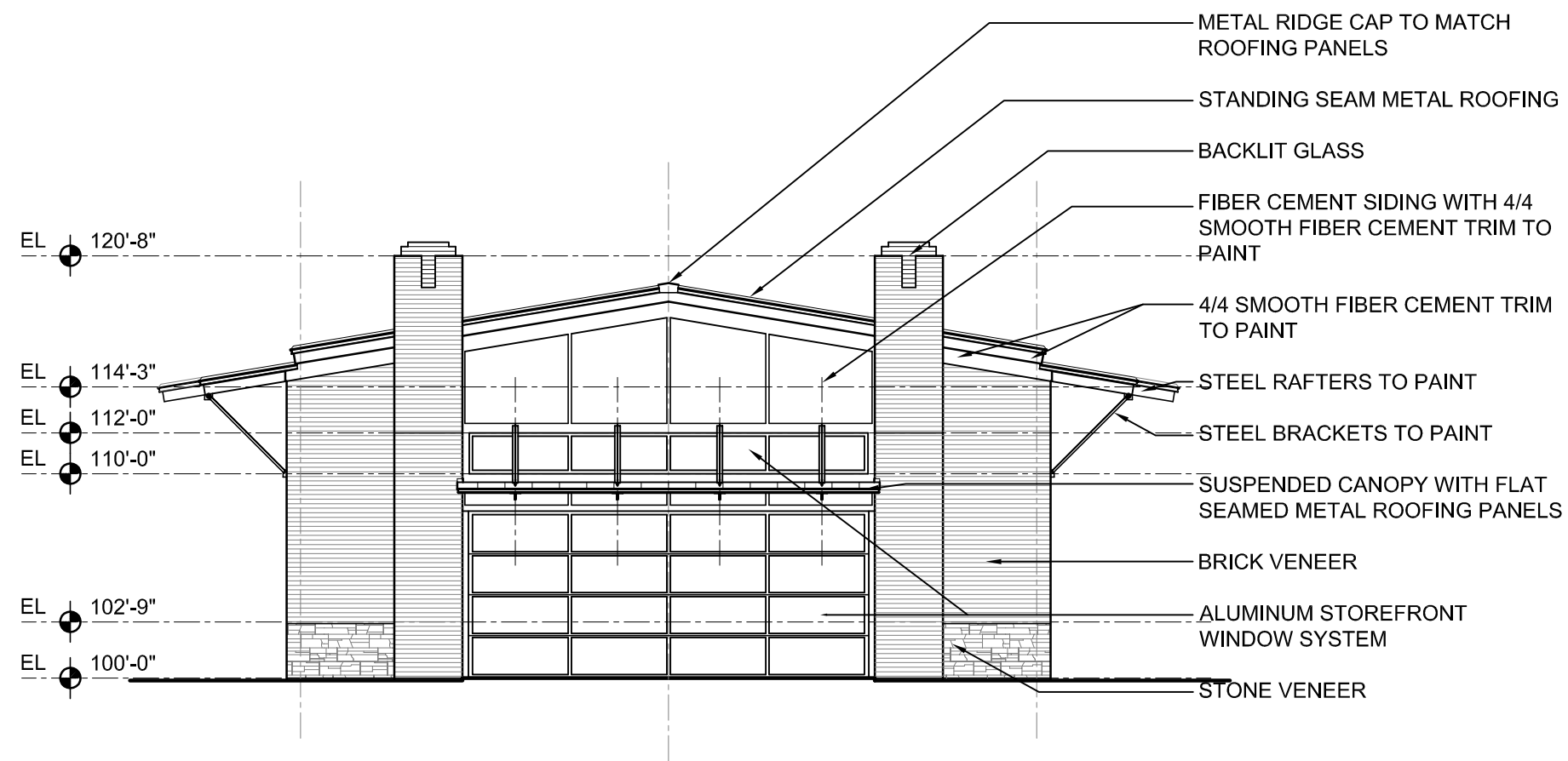
JUNE 27, 2019

THE RIDGE
NORTH LAKE, TEXAS
EXTERIOR ELEVATIONS - EXERCISE BUILDING

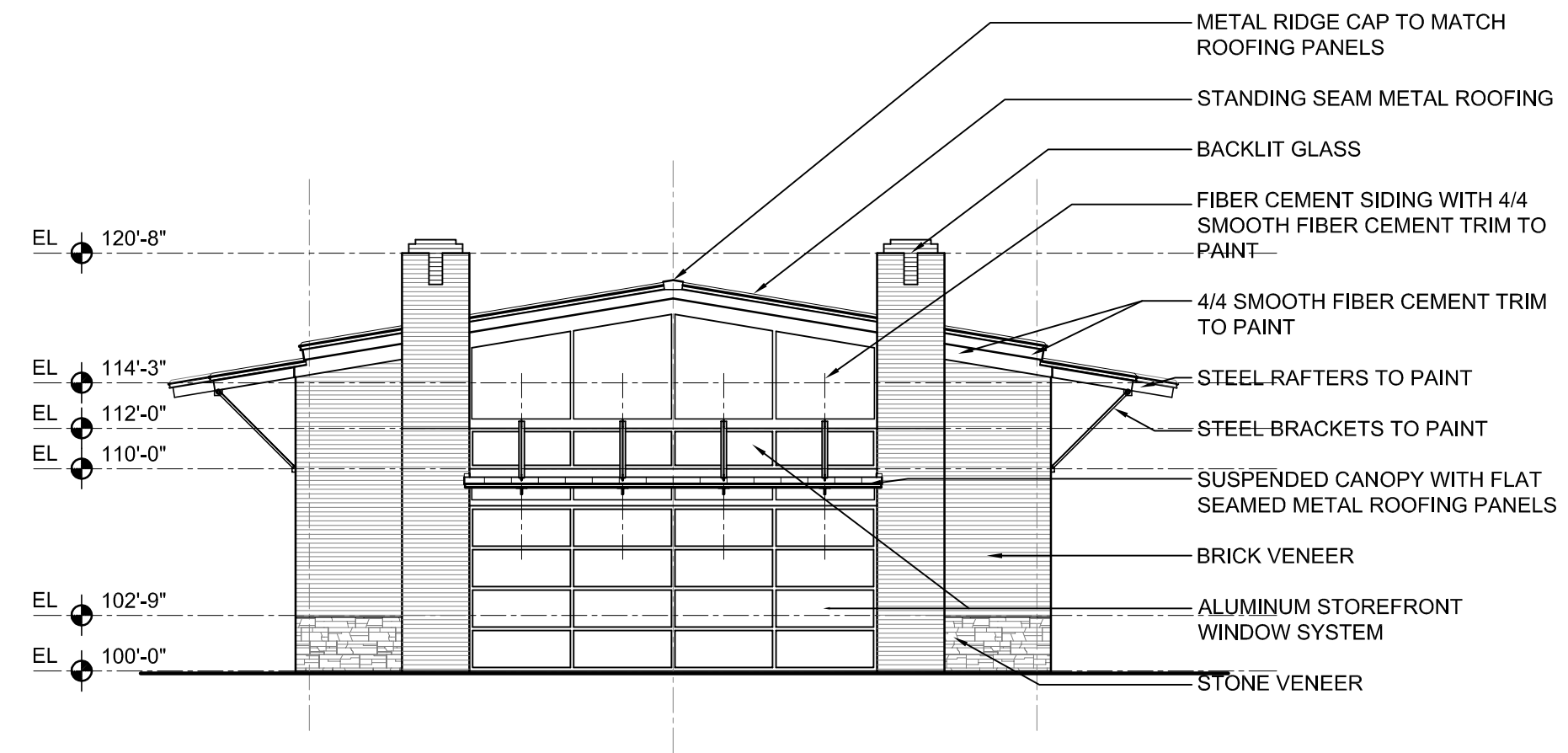
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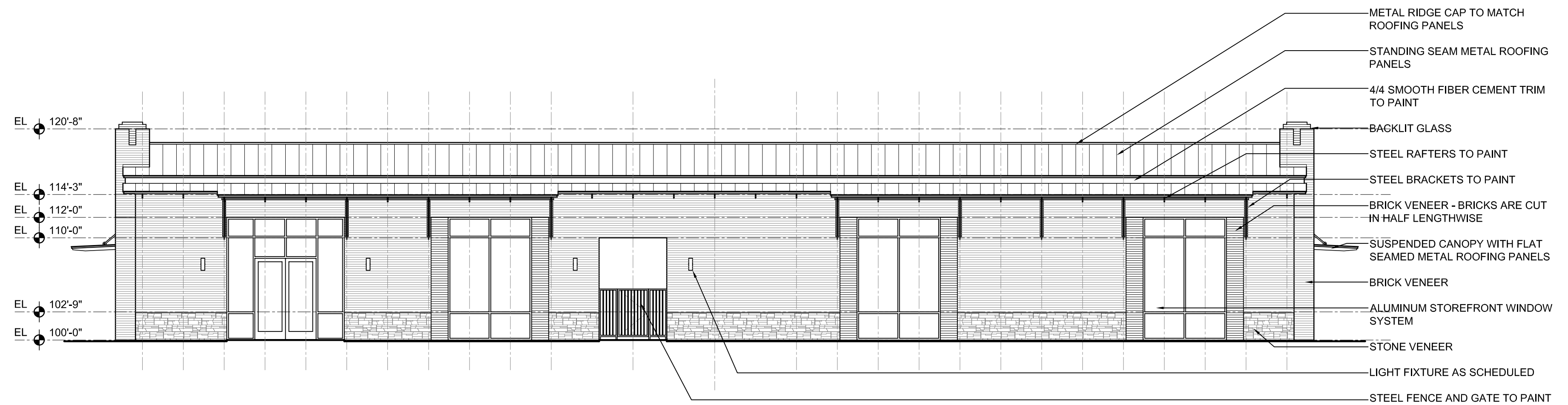
4 EXERCISE BUILDING - EAST ELEVATION
1/8"=1'-0"



3 EXERCISE BUILDING - NORTH ELEVATION
1/8"=1'-0"



2 EXERCISE BUILDING - SOUTH ELEVATION
1/8"=1'-0"

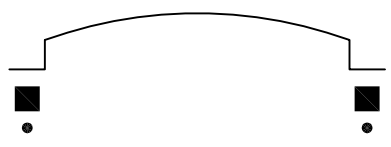


1 EXERCISE BUILDING - WEST ELEVATION
1/8"=1'-0"

OWNER:
TMRY RIDGE LIMITED
PARTNERSHIP

CONTACT: PHILLIP THOMPSON
2500 LEGACY DRIVE, STE 100
FRISCO, TEXAS 75034
O: 469.252.2194
E: PTHOMPSON@DARLINGHOMES.COM

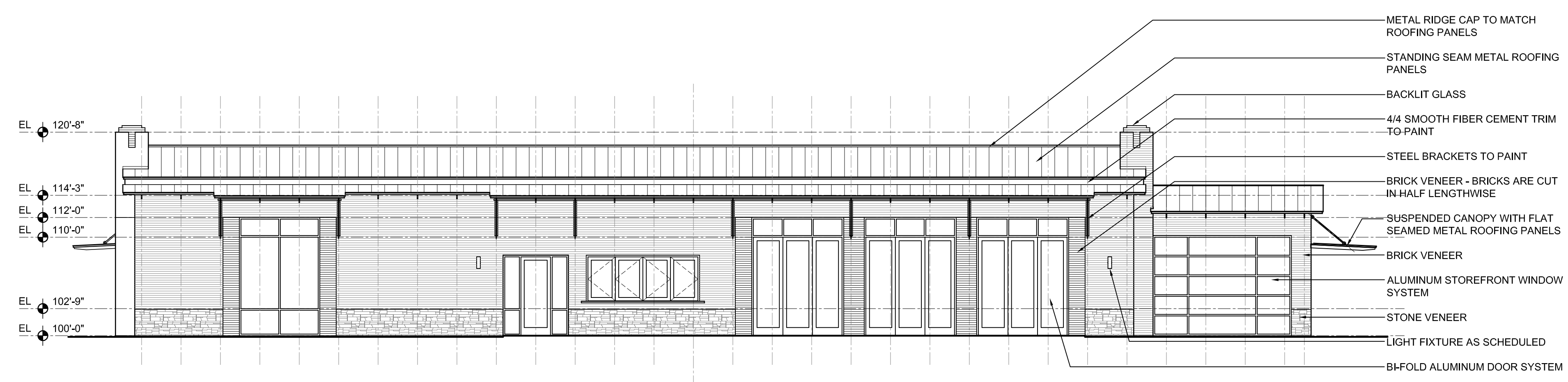
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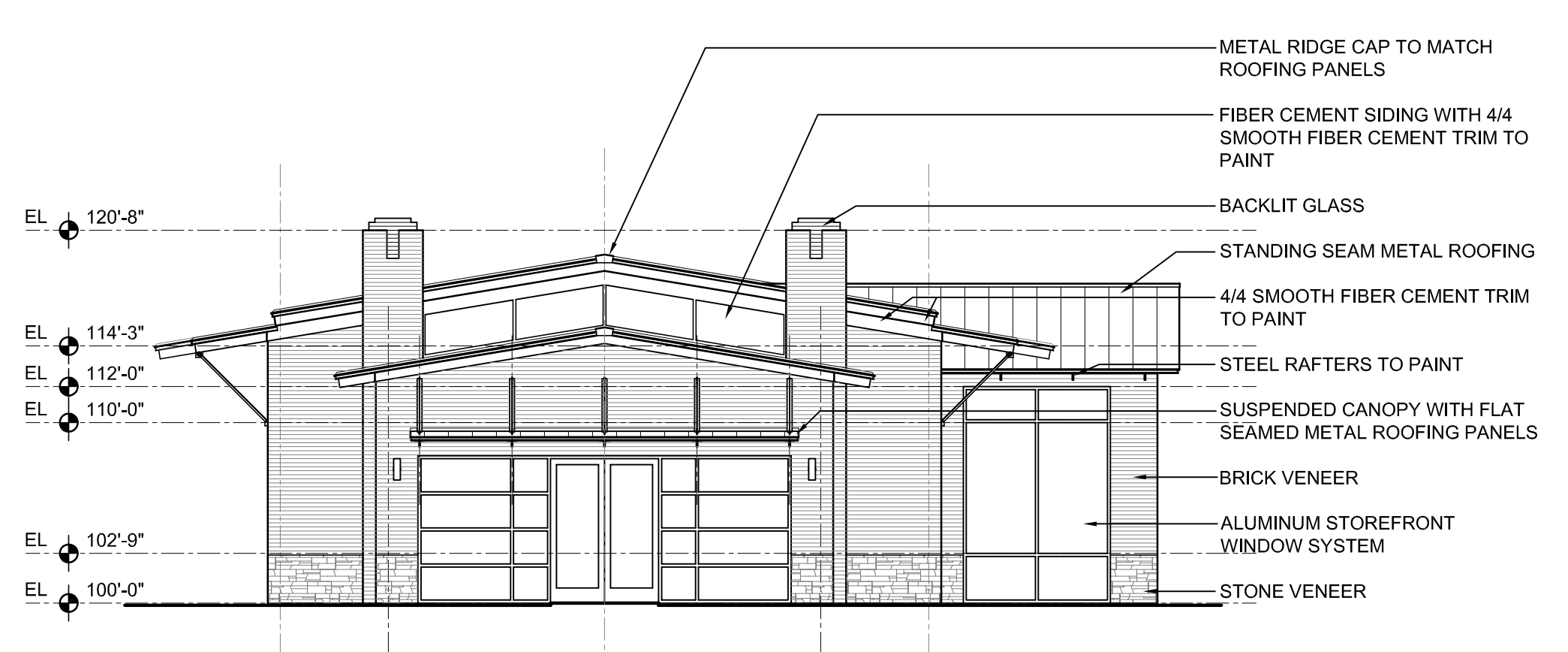
JUNE 27, 2019

THE RIDGE
NORTH LAKE, TEXAS
EXTERIOR ELEVATIONS - SOCIAL BUILDING

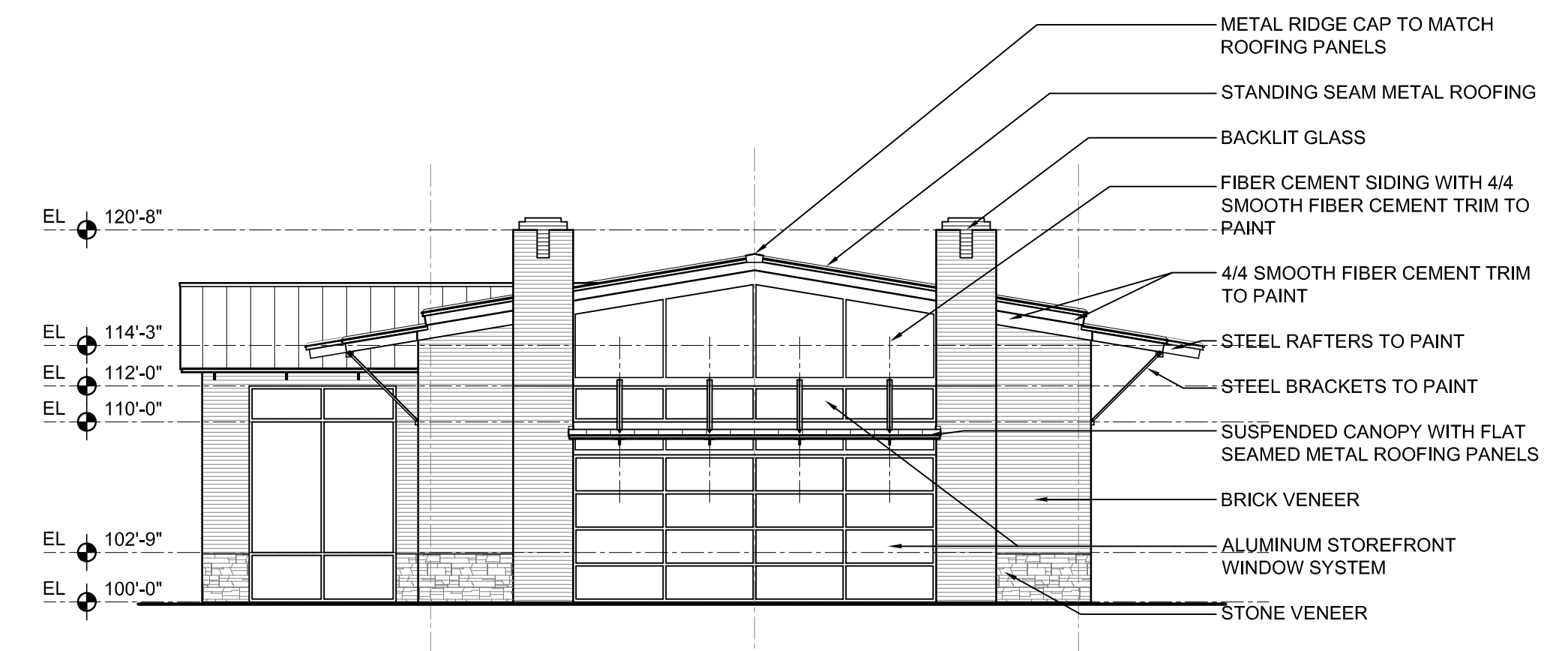
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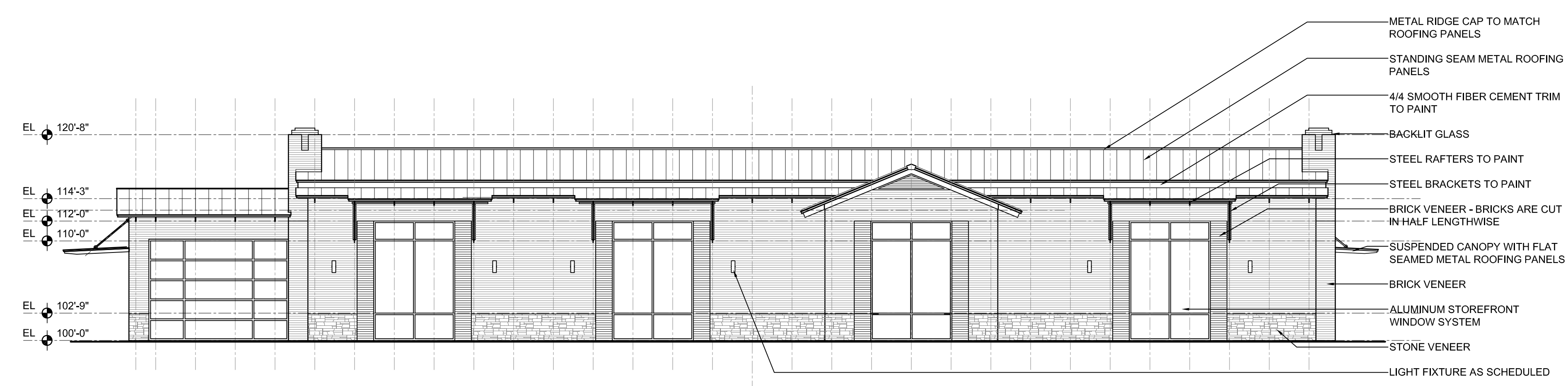
4 SOCIAL BUILDING - EAST ELEVATION
1/8"=1'-0"



3 SOCIAL BUILDING - NORTH ELEVATION
1/8"=1'-0"



2 SOCIAL BUILDING - SOUTH ELEVATION
1/8"=1'-0"

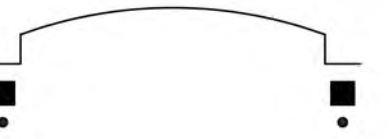


1 SOCIAL BUILDING - WEST ELEVATION
1/8"=1'-0"

OWNER:
TMRY RIDGE LIMITED
PARTNERSHIP

CONTACT: PHILLIP THOMPSON
2500 LEGACY DRIVE, STE 100
FRISCO, TEXAS 75034
O: 469.252.2194
E: PTHOMPSON@DARLINGHOMES.COM

Stamp Received



4 EXERCISE BUILDING - EAST ELEVATION
1/8"=1'-0"



3 EXERCISE BUILDING - NORTH ELEVATION
1/8"=1'-0"



2 EXERCISE BUILDING - SOUTH ELEVATION
1/8"=1'-0"

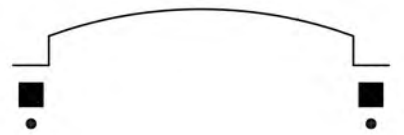


1 EXERCISE BUILDING - WEST ELEVATION
1/8"=1'-0"

OWNER:
TMRY RIDGE LIMITED
PARTNERSHIP

CONTACT: PHILLIP THOMPSON
2500 LEGACY DRIVE, STE 100
FRISCO, TEXAS 75034
O: 469.252.2194
E: PTHOMPSON@DARLINGHOMES.COM

Stamp Received



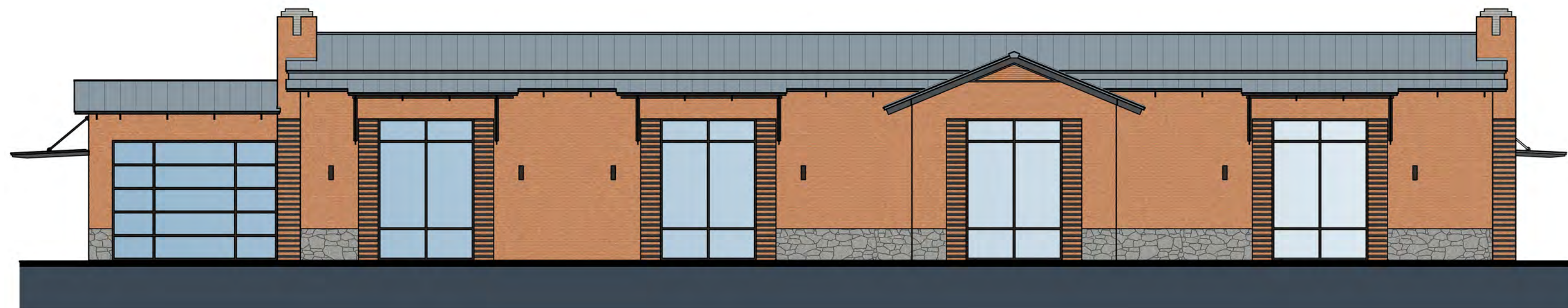
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1/8"=1'-0"



3 SOCIAL BUILDING - NORTH ELEVATION
1/8"=1'-0"



2 SOCIAL BUILDING - SOUTH ELEVATION
1/8"=1'-0"



1 SOCIAL BUILDING - WEST ELEVATION
1/8"=1'-0"

OWNER:
TMRY RIDGE LIMITED
PARTNERSHIP

CONTACT: PHILLIP THOMPSON
2500 LEGACY DRIVE, STE 100
FRISCO, TEXAS 75034
O: 469.252.2194
E: PTHOMPSON@DARLINGHOMES.COM

Stamp Received

THE RIDGE
NORTH LAKE, TEXAS

EXTERIOR ELEVATIONS - SOCIAL BUILDING

A3.2

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Final Plat for Alliance Northport Addition – Lots 2 & 2X, Block A (FP-18-029)

Purpose: To consider approval of a Final Plat of Lots 2 & 2X, Block A, Alliance Northport Addition, a two-lot phase of the Alliance Northport development, being a 35.888-acre tract of land out of the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, generally located on the east side of IH 35W approximately 500 feet north of Ashmore Lane and zoned Industrial (I).

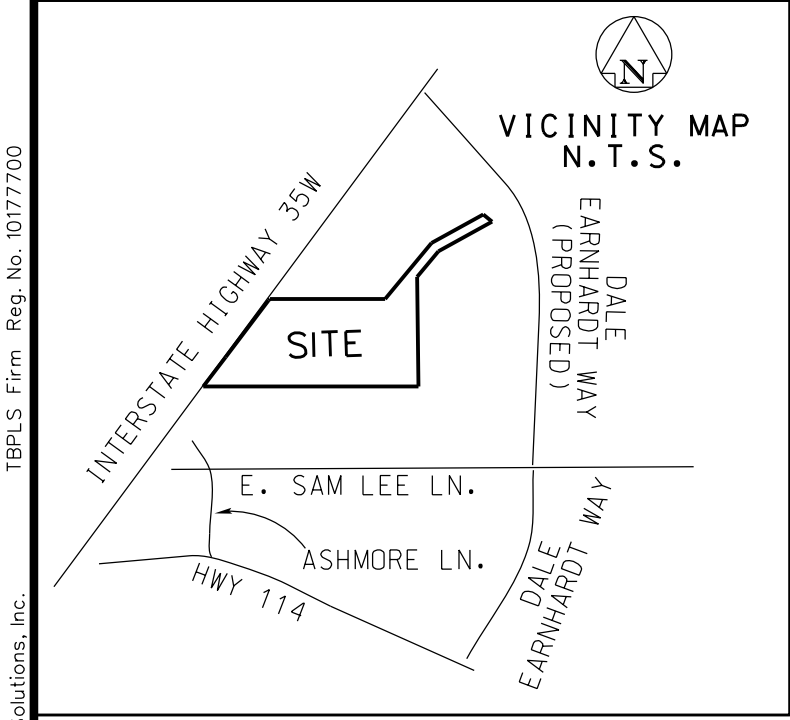
Owner/Applicant: AIL Investment LP

Engineer/Surveyor: Peloton Land Solutions, Inc.

Background: Alliance Northport is a Hillwood commercial development of 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 is developing it with a mix of industrial, office and retail uses. The subject property of this site plan is currently vacant, and the previous agenda item proposes to final plat the property as Lot 2, Block A, Alliance Northport Addition. Building 2 will be the fifth building to be developed following the 1.2 million square-foot Building 3 which is occupied by Stanley Black & Decker, the 500,000 sf Building 1 located just north of the subject site which is proposed to be occupied by Schluter Systems, and the approximately 225,000 square-foot speculative Buildings 4 & 5 which are both currently under construction on Dale Earnhardt Way.

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 2 lots, one non-residential development lot and one lot designated for private open space and drainage. The final plat is consistent with the approved preliminary plat. Civil construction plans for water, sewer, paving and drainage infrastructure to serve the plat have been reviewed and approved by staff.

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



OWNERS CERTIFICATION

STATE OF TEXAS
COUNTY OF DENTON

BEING A TRACT OF LAND SITUATED IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 189, AND THE H.W. COOKE SURVEY, ABSTRACT NUMBER 310, DENTON COUNTY, TEXAS, AND BEING A PORTION OF THAT TRACT OF LAND DESCRIBED BY DEED TO AIL INVESTMENT, L.P., RECORDED IN INSTRUMENT NUMBERS 2015-76968 AND ALL OF THOSE TRACTS OF LAND DESCRIBED BY DEED TO AIL INVESTMENT, L.P., RECORDED IN INSTRUMENT NUMBER 2015-92103, AND HW INDIAN SPRINGS, L.P., RECORDED IN INSTRUMENT NUMBER 2018-26665, ALL OF REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND IN THE WEST LINE OF SAID AIL INVESTMENT TRACT, RECORDED IN INSTRUMENT NUMBER 2015-76968, ALSO BEING THE SOUTHWEST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO ALLIANCE NORTHPORT NO. 1, LTD., RECORDED IN INSTRUMENT NUMBER 2018-73156, AND BEING IN THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 35W, (A VARIABLE WIDTH RIGHT-OF-WAY) RECORDED IN INSTRUMENT NUMBER 2011-21643, ALL OF SAID COUNTY RECORDS;

THENCE N 89°59'49"E, 1091.09 FEET, WITH THE COMMON LINE OF SAID ALLIANCE NORTHPORT TRACT AND SAID AIL INVESTMENT TRACT;

THENCE WITH SAID COMMON LINE THE FOLLOWING BEARINGS AND DISTANCES:

N 39°49'35"E, 689.57 FEET;

N 61°00'20"E, 559.55 FEET;

THENCE S 50°11'09"E, 107.25 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND AT THE NORTHERN MOST POINT OF LOT 1, BLOCK A, ALLIANCE NORTHPORT ADDITION, AN ADDITION TO THE TOWN OF NORTHLAKE, RECORDED IN INSTRUMENT NUMBER 2018-290, REAL PROPERTY, RECORDS, DENTON COUNTY, TEXAS;

THENCE S 61°01'20"W, 579.58 FEET, WITH THE WEST LINE OF SAID LOT 1, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND;

THENCE S 39°48'01"W, 313.96 FEET, WITH SAID WEST LINE TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND;

THENCE S 00°40'47"E, 1038.01 FEET, CONTINUING WITH SAID WEST LINE TO A 1/2 INCH IRON ROD FOUND AT THE SOUTHEAST CORNER OF THE AFOREMENTIONED AIL INVESTMENT TRACT, RECORDED IN INSTRUMENT NUMBER 2015-92103, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE S 89°58'12"W, WITH SAID SOUTH LINE, AT 1826.17 FEET, PASSING THE SOUTHEAST CORNER OF THAT TRACT OF LAND DESCRIBED BY DEED TO HW INDIAN SPRINGS, L.P., RECORDED IN INSTRUMENT NUMBER 2018-26665, SAID COUNTY RECORDS, IN ALL 2039.02 FEET, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" SET AT THE SOUTHWEST CORNER OF SAID HW INDIAN SPRINGS TRACT, ALSO BEING IN THE EAST RIGHT-OF-WAY LINE OF THE AFOREMENTIONED INTERSTATE HIGHWAY 35W, RECORDED IN INSTRUMENT NUMBER 2011-21643, REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS;

THENCE N 37°13'45"E, 350.35 FEET, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE;

THENCE N 37°14'14"E, 673.02 FEET, CONTINUING WITH SAID EAST RIGHT-OF-WAY LINE, TO A 5/8 INCH IRON ROD WITH PLASTIC CAP STAMPED "PELTON" FOUND;

THENCE N 37°56'25"E, 17.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 1,563,261 SQUARE FEET OR 35.888 ACRES OF LAND MORE OR LESS.

H.W. COOKE SURVEY
ABSTRACT NUMBER 310

Approx. Survey Line

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

Alliance Northport No. 1, LTD.
Inst.# 2018-73156
R.P.R.D.C.T.

AIL INVESTMENT, L.P.
INST.# 2015-76968
R.P.R.D.C.T.

5.580 Acres

Lot 2X, Block A
(Private Open Space & Drainage Easement)

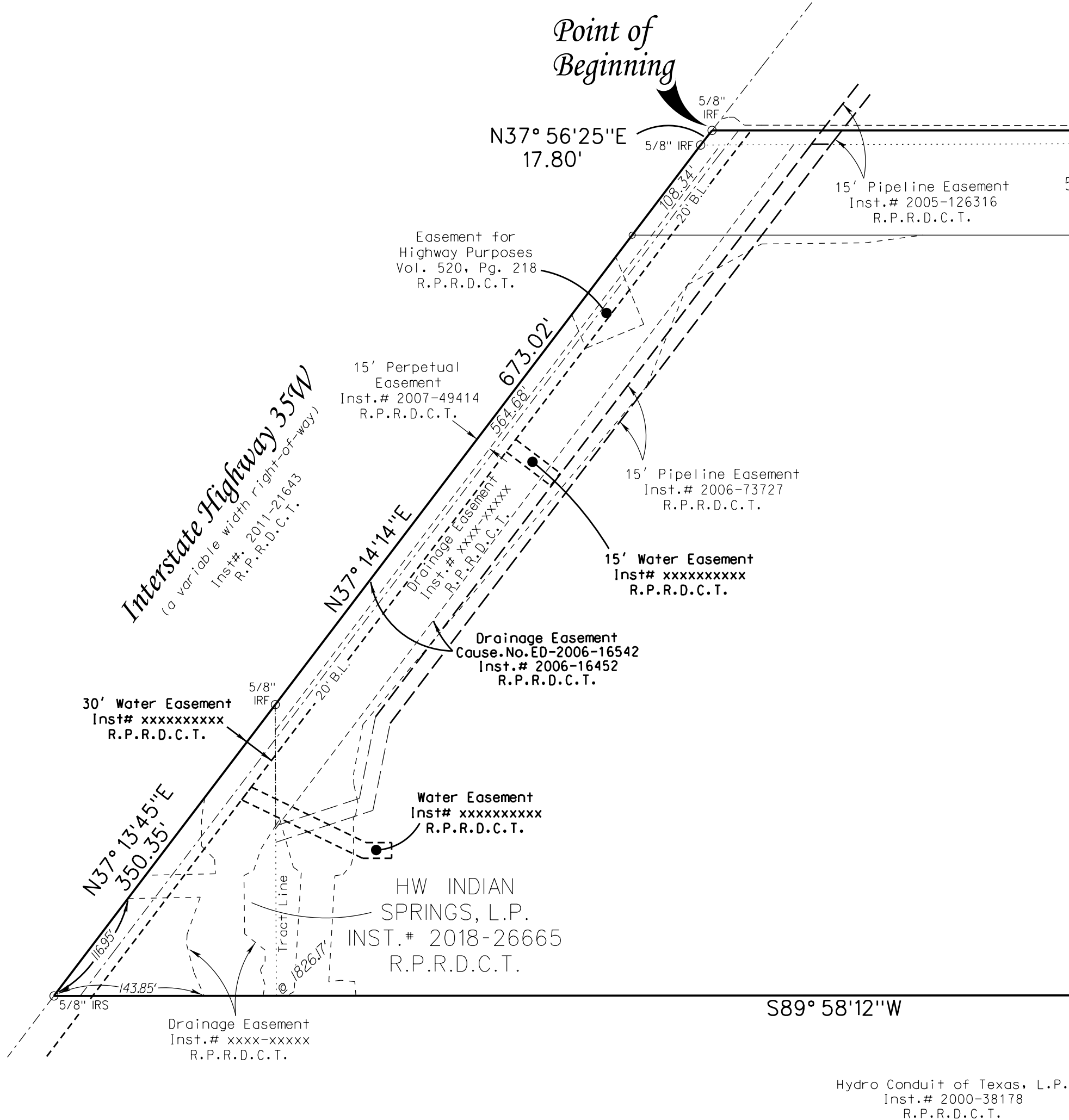
N89°59'49"E
1214.41'

Lot 2, Block A

AIL INVESTMENT, L.P.
INST.# 2015-92103
R.P.R.D.C.T.

30.308 Acres

Minimum Finish Floor Elevation = 610.55



SURVEYORS 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
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 4940

"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: 6/3/2019

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 _____, 2019

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

MY COMMISSION EXPIRES: _____

OWNERS DEDICATION

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE, KNOWN ALL MEN BY THESE PRESENTS:

THAT ALL INVESTMENT, L.P., DOES HEREBY ADOPT THIS PLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS ALLIANCE NORTHPORT ADDITION, LOTS 2 & 2X, 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., 2019.

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 _____, 2019 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: _____

WITNESS MY HAND, THIS THE ____ DAY OF _____, A.D., 2019.

HW INDIAN SPRINGS 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 _____, 2019 BY L. RUSSELL LAUGHLIN, EXECUTIVE VICE PRESIDENT OF AIL GP, LLC A TEXAS LIMITED LIABILITY COMPANY, IN ITS CAPACITY AS GENERAL PARTNER OF HW INDIAN SPRINGS, 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 Lots 2 & 2X, Block A

BEING 35.888 ACRES IN THE B.B.B. & C.R.R. COMPANY SURVEY, ABSTRACT NUMBER 189, AND THE H.W. COOKE SURVEY, ABSTRACT NUMBER 310, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

2 LOTS
CURRENT ZONING: "I" (INDUSTRIAL)

ACF# 60350

Revisions:	
Job #:	HWA18036
Drawn By:	W.Bridges
Checked By:	T. Bridges
Date:	8.21.2018

FINAL PLAT OF
Alliance Northport Addition
Lots 2 & 2X, Block A

BEING 35.888 ACRES IN THE B.B.B. & C.R.R. COMPANY SURVEY,
ABSTRACT NUMBER 189, AND THE H.W. COOKE SURVEY, ABSTRACT NUMBER 310,
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

PELTON
LAND SOLUTIONS

9800 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH# 817-562-3550

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: August 1, 2019
Re: Site Plan for Alliance Northport Building 2 (SP-18-008)

Purpose: Consider approval of a Site Plan for Alliance Northport Building 2, a proposed 459,574 square-foot industrial building on 30.308 acres of land situated in the B.B.B. & C.R.R. Survey, Abstract No. 189, and the H.W. Cooke Survey, Abstract No. 310, to be platted as Lot 2, Block A, Alliance Northport Addition, generally located on the east side of IH 35W approximately 500 feet north of Ashmore 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 a Hillwood commercial development of 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 is developing it with a mix of industrial, office and retail uses. The subject property of this site plan is currently vacant, and the previous agenda item proposes to final plat the property as Lot 2, Block A, Alliance Northport Addition. Building 2 will be the fifth building to be developed following the 1.2 million square-foot Building 3 which is occupied by Stanley Black & Decker, the 500,000 sf Building 1 located just north of the subject site which is proposed to be occupied by Schluter Systems, and the approximately 225,000 square-foot speculative Buildings 4 & 5 which are both currently under construction on Dale Earnhardt Way.

Staff Analysis:

Access: Two access points to the site will be provided, both from IH 35W. The access drives are 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 2 is proposed to be 459,574 square feet and used as a warehouse/distribution center. The UDC requires a minimum of 1 space for each 5,000 square feet of total floor area for such use. 92 parking spaces are necessary to meet the standard for the proposed building. The site plan provides 125 parking

spaces, approximately 1 space per 3,700 square feet. This does not include the 92 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.

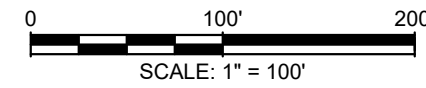
1. The site plan is consistent with the general purpose and intent of the applicable zoning district regulations.
2. The site plan is compatible with adjacent developments and neighborhoods and includes improvements to mitigate development related adverse impacts.
3. The site plan does not generate pedestrian 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 all applicable requirements of the Unified Development Code (UDC).

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
CO-SERV ELECTRIC DELIVERY	940-321-7800
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.



LEGEND

- | | |
|--|---------------------------------------|
| | PROP. FIRE HYDRANT |
| | PROP. FIRE LANE |
| | PROP. SIGN |
| | PROP. SIDEWALK |
| | PROP. LANDSCAPE AREA
RE: LANDSCAPE |
| | 100 YEAR WSEL (SEE NOTE 12) |

- 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 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 WSEL PER DRAINAGE REPORT FOR CHANNEL IMPROVEMENTS TO SERVE ALLIANCE NORTHPORT BUILDING 2, PREPARED BY PELOTON LAND SOLUTIONS.
 - BY SEP. CONTRACT - TXDOT: REFER TO CONSTRUCTION PLANS FOR DRIVEWAY CONNECTIONS, PREPARED BY PELOTON LAND SOLUTIONS.
 - BY SEP. CONTRACT - CHANNEL: REFER TO CONSTRUCTION PLANS FOR ALLIANCE NORTHPORT LOT 2X, PREPARED BY PELOTON LAND SOLUTIONS.

BENCHMARKS

BM #1 - "X" CUT ON THE SOUTHEAST CORNER OF THE SOUTH RIGHT-OF-WAY OF SAM LEE LANE, #883' WEST OF CENTER LINE 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

PRELIMINARY -FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR DESIGN REVIEW ONLY AND ARE NOT INTENDED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSE. THEY ARE PREPARED BY, OR UNDER THE SUPERVISION OF:

KYLE A. KATTNER 118741 7/30/18
TYPE OR PRINT NAME PE # DATE

NO.	DATE	REVISION

ALLIANCE NORTHPORT BUILDING 2

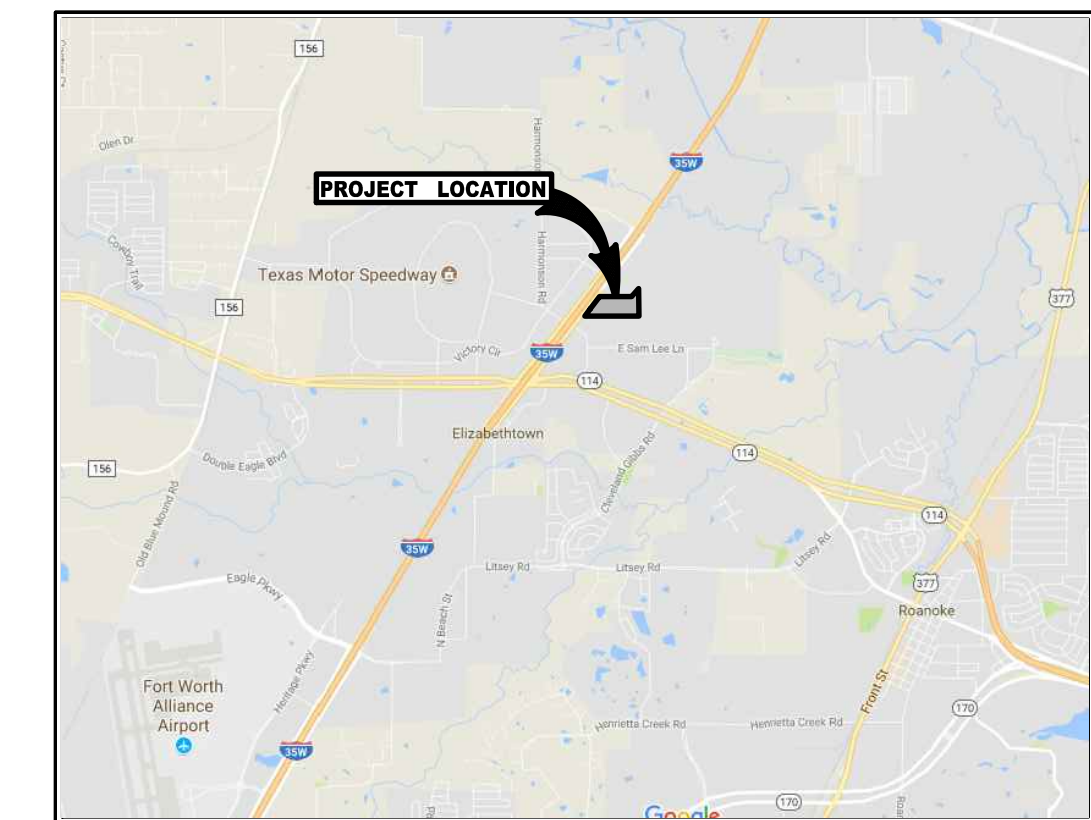
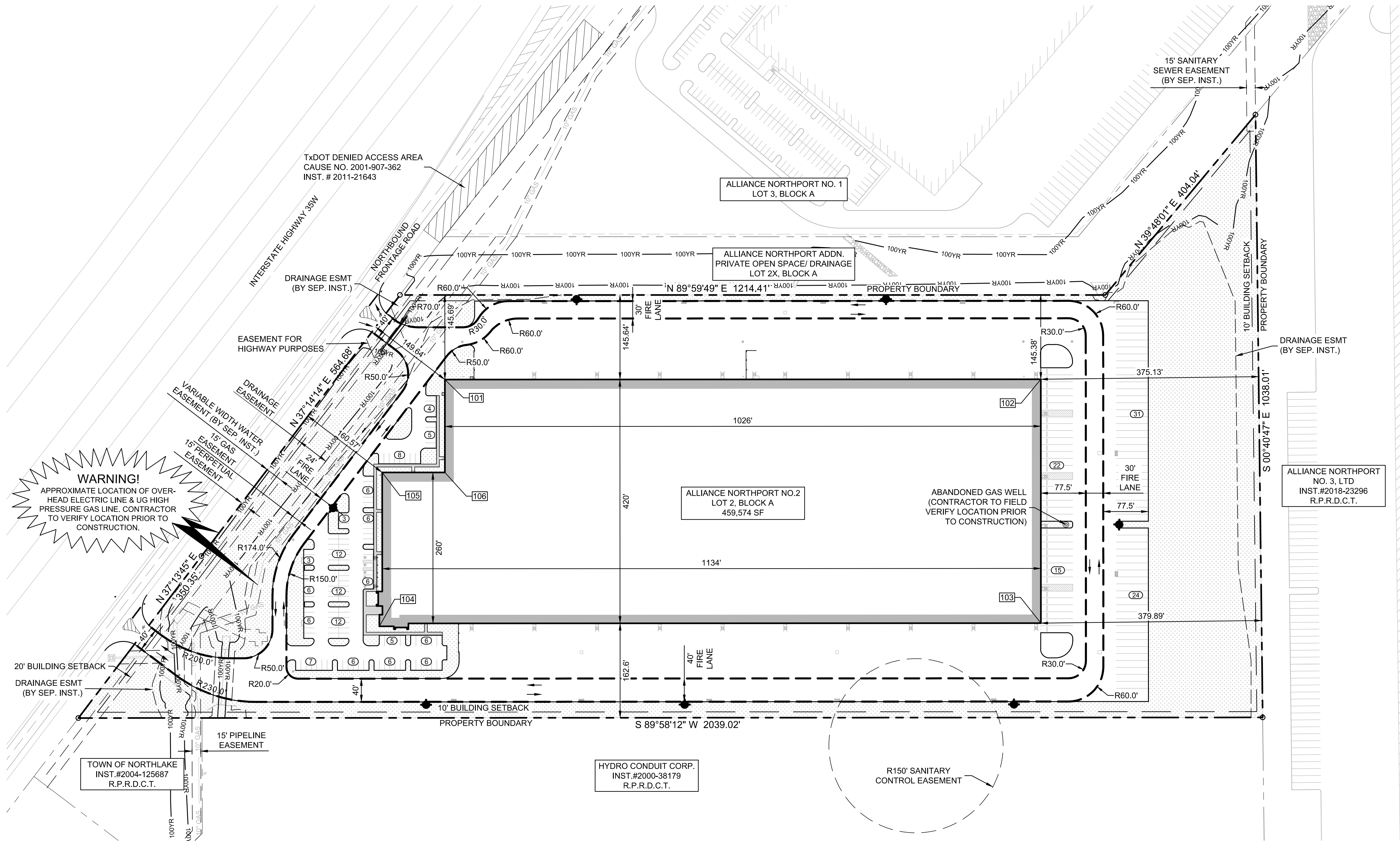
OVERALL SITE PLAN

NORTHLAKE, DENTON COUNTY, TEXAS



TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DESIGNED: CEK	DATE	PROJECT #	SHEET
DRAWN: TBG	MARCH 2018	HWA18036	C201
REVIEWER: KAK			

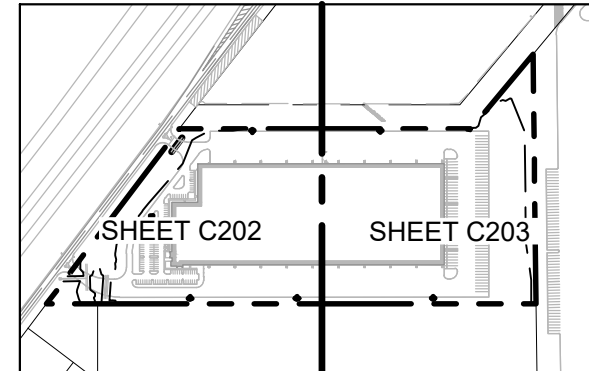


VICINITY MAP

SCALE : N.T.S.



BUILDING COORDINATES		
NO.	NORTHING	EASTING
101	7062722.4111	2347550.0563
102	7062722.9488	2348576.0562
103	7062302.9483	2348576.2761
104	7062297.3520	2347437.2789
105	7062562.3546	2347442.1401
106	7062562.4111	2347550.1401



KEY MAP N.T.S.

OWNER / DEVELOPER: HILLWOOD ALLIANCE SERVICES, LLC

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



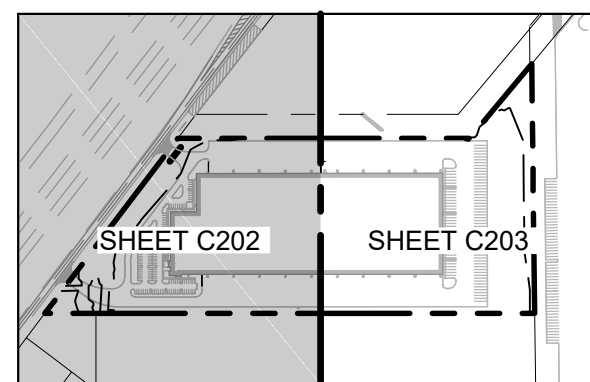
ENGINEER/SURVEYOR:

PELOTON
LAND SOLUTIONS

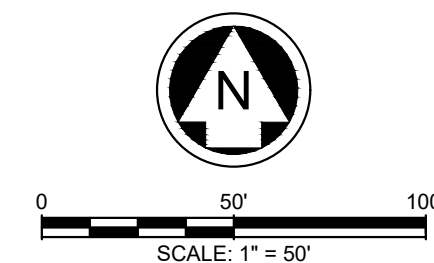
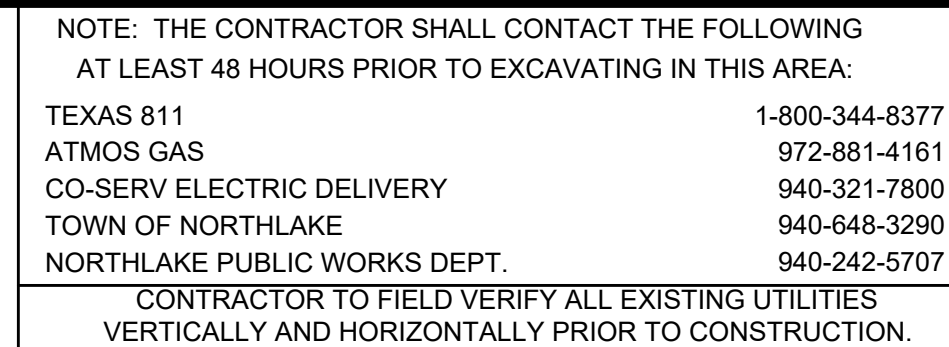
9800 HILLWOOD PKWY
SUITE 250
FORT WORTH, TX 76177
PHONE: 817-562-3350
TX FIRM NO 12207

SITE DATA SUMMARY TABLE	
ZONING	I
PROPOSED USE	INDUSTRIAL
BUILDING AREA (GROSS SF)	459,574
TOTAL SITE AREA (ACRES)	30.308
AREA OF IMPERVIOUS SURFACE (ACRES)	21.75
PROP TRAILER SPACES	92
TOTAL PASSENGER SPACES	125
PROP REGULAR PASSENGER SPACES	120
PROP ADA SPACES TOTAL	5
VAN ACCESSIBLE	1

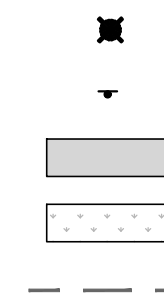
FOR TOWN OF
NORTHLAKE USE ONLY



KEY MAP
N.T.S.



LEGEND



NOTES:

1. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR CENTER OF PROPERTY LINE UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE TO FACE OF CURB AND ARE 4' UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING LAYOUT AND DESIGN.
4. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
5. ALL STRIPING SHALL BE PAINTED 4" WIDE WHITE TRAFFIC PAINT, TWO (2) COATS, UNLESS OTHERWISE NOTED.
6. ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION.
8. ALL COORDINATES ARE NAD83 SURFACE, TEXAS NORTH CENTRAL ZONE.
9. REFER TO CONSTRUCTION DETAILS (C204) FOR STANDARD PARKING STALL DIMENSIONS.
10. 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).
11. CONTRACTOR TO FORM SIDEWALKS AND CONFIRM SLOPES PRIOR TO PAVING. CONTRACTOR SHALL CONTACT ENGINEER IF CONFLICTS EXIST.
12. 100 YEAR WSEL PER DRAINAGE REPORT FOR CHANNEL IMPROVEMENTS TO SERVE ALLIANCE NORTHPORT BUILDING 2, PREPARED BY PELOTON LAND SOLUTIONS.
13. BY SEP. CONTRACT - TXDOT: REFER TO CONSTRUCTION PLANS FOR DRIVEWAY CONNECTIONS, PREPARED BY PELOTON LAND SOLUTIONS.
14. BY SEP. CONTRACT - CHANNEL: REFER TO CONSTRUCTION PLANS FOR ALLIANCE NORTHPORT LOT 2X, PREPARED BY PELOTON LAND SOLUTIONS.

BENCHMARKS

BM #1 - "X" CUT ON THE
SOUTHEAST CORNER OF THE
SOUTH RIGHT-OF-WAY OF SAM
LEE LANE, ±693' WEST OF
CENTER LINE OF DALE
EARNHARDT WAY.

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.

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND ARE
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSE. THEY ARE
PREPARED BY, OR UNDER THE
SUPERVISION OF:

KYLE A. KATTNER	118741	7/30/18
TYPE OR PRINT NAME	PE #	DATE

NO.	DATE	REVISION

ALLIANCE NORTHPORT BUILDING 2

HORIZONTAL CONTROL PLAN

NORTHLAKE, DENTON COUNTY, TEXAS

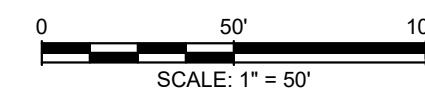


TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76177
FORT WORTH PHONE: (817) 562-3350

DESIGNED: CEK	DATE	PROJECT #	SHEET
DRAWN: TBG	MARCH 2018	HWA18036	C202
REVIEWER: KAK			

MATCHLINE C203

2	ALLIANCE NORTHPORT BUILDING 2, LOT 2, BLOCK A - CIVIL CONSTRUCTION PLANS
---	--



LEGEND

- | | |
|---|---------------------------------------|
|  | PROP. FIRE HYDRANT |
|  | PROP. SIGN |
|  | PROP. SIDEWALK |
|  | PROP. LANDSCAPE AREA
RE: LANDSCAPE |
|  | ACCESSIBLE ROUTE |
|  | 100 YR FP |
|  | 100 YEAR WSEL (SEE NOTE 12) |

NOTES

1. ALL DIMENSIONS ARE TO FACE OF CURB, FACE OF WALL, FACE OF BUILDING, CENTER OF STRIPING, OR CENTER OF PROPERTY LINE UNLESS OTHERWISE NOTED.
2. ALL CURB RADII ARE TO FACE OF CURB AND ARE 4' UNLESS OTHERWISE NOTED.
3. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR BUILDING LAYOUT AND DESIGN.
4. REFER TO LANDSCAPE PLANS FOR FENCE AND HARDSCAPE LAYOUT AND DESIGN.
5. ALL STRIPING SHALL BE PAINTED 4" WIDE WHITE TRAFFIC PAINT, TWO (2) COATS, UNLESS OTHERWISE NOTED.
6. ALL PROPOSED RAMPS TO FOLLOW THE ARCHITECTURAL BARRIERS TEXAS ACCESSIBILITY STANDARDS (TAS).
7. CONTRACTOR SHALL VERIFY ALL DIMENSIONS & COORDINATES PRIOR TO CONSTRUCTION.
8. ALL COORDINATES ARE NAD83 SURFACE, TEXAS NORTH CENTRAL ZONE.
9. REFER TO CONSTRUCTION DETAILS (C204) FOR STANDARD PARKING STALL DIMENSIONS.
10. 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).
11. CONTRACTOR TO FORM SIDEWALKS AND CONFIRM SLOPES PRIOR TO PAVING. CONTRACTOR SHALL CONTACT ENGINEER IF CONFLICTS EXIST.
12. 100 YEAR WSEL PER DRAINAGE REPORT FOR CHANNEL IMPROVEMENTS TO SERVE ALLIANCE NORTHPORT BUILDING 2, PREPARED BY PELOTON LAND SOLUTIONS.
13. BY SEP. CONTRACT - TXDOT: REFER TO CONSTRUCTION PLANS FOR DRIVEWAY CONNECTIONS, PREPARED BY PELOTON LAND SOLUTIONS.
14. BY SEP. CONTRACT - CHANNEL: REFER TO CONSTRUCTION PLANS FOR ALLIANCE NORTHPORT LOT 2X, PREPARED BY PELOTON LAND SOLUTIONS.

BENCHMARKS

BM #1 - "X" CUT ON THE
SOUTHEAST CORNER OF THE
SOUTH RIGHT-OF-WAY OF SA
LEE LANE, ±693' WEST OF
CENTER LINE 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

PRELIMINARY
-FOR REVIEW ONLY-

THESE DOCUMENTS ARE FOR
DESIGN REVIEW ONLY AND ARE
NOT INTENDED FOR
CONSTRUCTION, BIDDING, OR
PERMIT PURPOSE. THEY ARE
PREPARED BY, OR UNDER THE
SUPERVISION OF:

KYLE A. KATTNER	118741	7/30/18
TYPE OR PRINT NAME	PE #	DATE

NO.	DATE	REVISION

ALLIANCE NORTHPORT BUILDING 2

HORIZONTAL CONTROL PLAN

NORTHLAKE, DENTON COUNTY, TEXAS

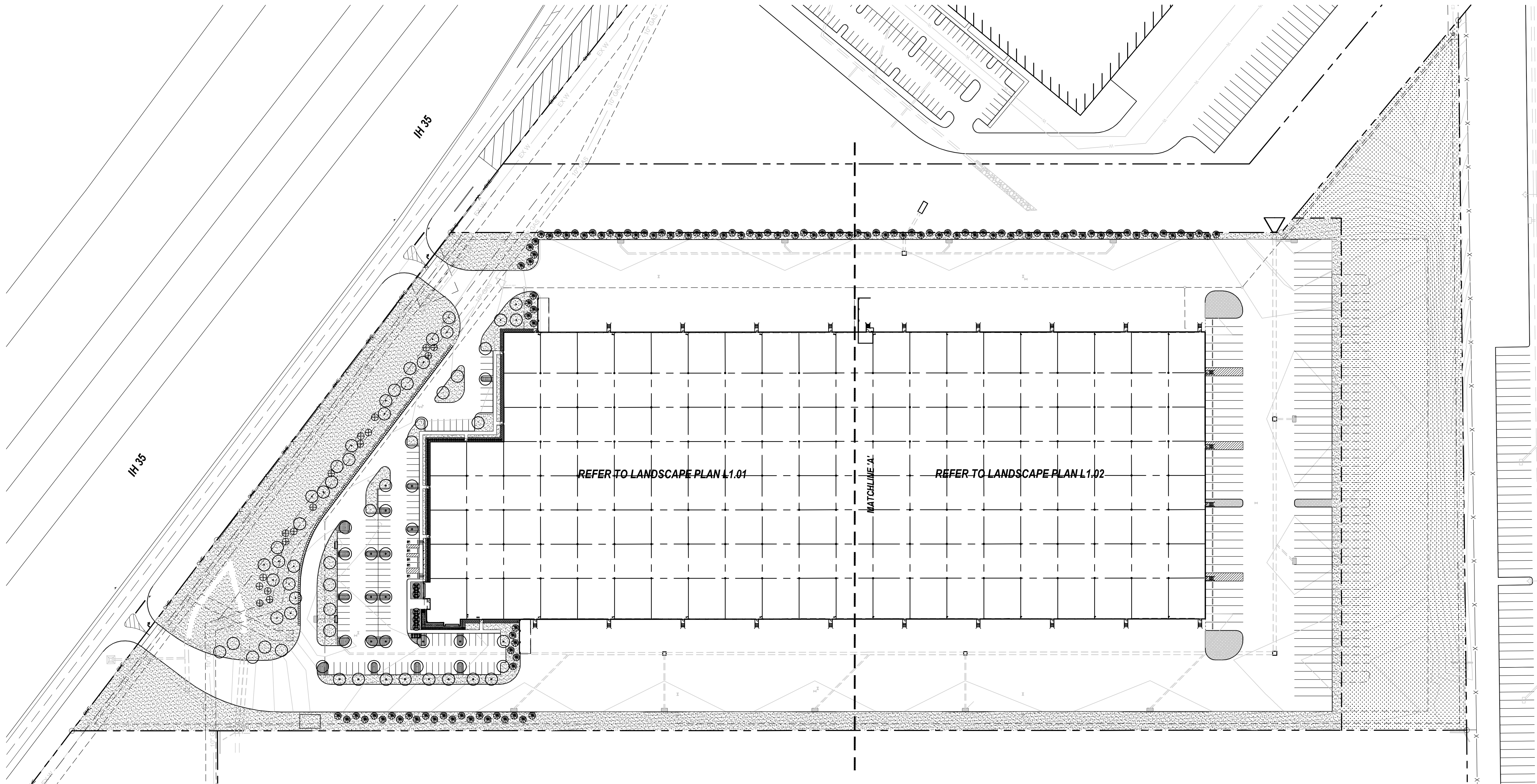


TEXAS REGISTRATION ENGINEERING FIRM NO. 12207
9800 HILLWOOD PKWY, SUITE 250, FORT WORTH, TEXAS 76114
FORT WORTH PHONE: (817) 562-3350

DESIGNED: CEK	DATE	PROJECT #	SHEET
DRAWN: TBG	MARCH 2018	HWA18036	C203
REVIEWER: KAK			

Drawing: G:\JOB\hwa18036_northport_2\master dev\Civil\CAD\HWA18036-NP2-C-SITE
 last Saved by: Dzhner
 last Saved: 1/31/2019 4:28 PM
 Plot Date/Time: 3/19/2019 2:48 PM

2 1 1ANCE NORTHPORT BLVD DING 3 LOT 2 BLOCK A CIVIL CONSTRUCTION BY ANS



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.

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.

PLANT LIST

TREES					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
21	CE	Cedar Elm	Ulmus crassifolia	4" cal.	B&B, 15' ht., 5' spread min.
5	CM	Crape Myrtle 'Dynamite'	Lagerstroemia indica 'Dynamite'	8" ht.	container grown, 3-5 cane, no cross caning
11	CP	Chinese Pistache	Pistachia chinensis	3" cal.	B&B, 12' ht., 4'-5' spread min.
115	ERC	Eastern Red Cedar	Juniperus virginiana	10' ht.	B&B, full to base, 4'-5' spread min.
14	RO	Red Oak 'Shumard'	Quercus shumardii	4" cal.	container grown, 15' ht. 6' spread min.
33	LO	Live Oak	Quercus virginiana	4" cal.	container grown, 15' ht. 5'-6' spread min.
17	VTX	Vitex	Vitex agnes-castus	7" ht.	container or B&B, full to ground

SHRUBS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
44	LOR	Loropetalum 'Daruma'	Loropetalum sp. 'Daruma'	5 gal.	container grown, full plant, 30" o.c.
93	NRS	Nellie R. Stevens Holly	Ilex sp. 'Nellie R. Stevens'	7 gal.	container grown, full to base, 36" o.c.
36	RY	Red Yucca 'Bravehearts'	Hesperaloe parviflora	5 gal.	container grown, full plant, 36" o.c.
101	SWG	Switchgrass 'Heavy Metal'	Panicum sp. 'Heavy Metal'	3 gal.	container grown, full plant, 36" o.c.
152	DYH	Dwarf Yaupon Holly	Ilex vomitoria nana	5 gal.	container grown, full plant, 24" o.c.
160	NPH	Needlepoint Holly	Ilex cornuta 'Needlepoint'	5 gal.	container grown, full plant, 36" o.c.

GROUND COVERS					
QTY.	TYPE	COMMON NAME	BOTANICAL NAME	SIZE	REMARKS
648	BKSG	Berkeley Sedge	Carex divisa	4" pots	container, full top of container, 12" o.c.
2288	WC	Wintercreeper	Euonymus fortunei coloratus	4" pots	container, (3) 12" runners min. 12" o.c.
		Common Bermudagrass	Cynodon dactylon		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.

NOTE: PROVIDE DEDUCT ALTERNATE FOR B&B LIVE OAK, 4" CAL. IN LIEU OF CONTAINER GROWN.

LANDSCAPE TABULATIONS

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.

IH 35: 1,041.25 L.F.
Required (21) trees, 2.5" cal.
Provided (30) trees, 3" cal.

PARKING LOT: (120) 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 (6) trees, 2.5" cal.
Provided (27) trees, 3" cal.
5,030.20 s.f. (5%)
8,721 s.f. (8.6%)

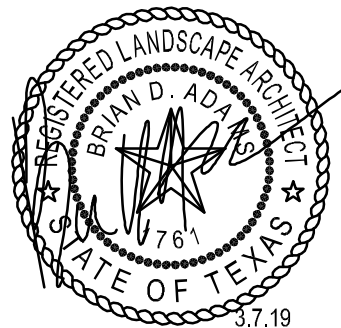
FOUNDATION PLANTING:
Requirement: 5' wide strip along min. 50% of high visibility building facade.

N/A

ALLIANCE NORTHPORT

Building Two
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES



RGA PROJECT NUMBER: 18090

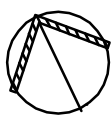
DATE: 03.07.2019

REVISIONS:

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01 LANDSCAPE SITE PLAN
SCALE: 1" = 80'-0"



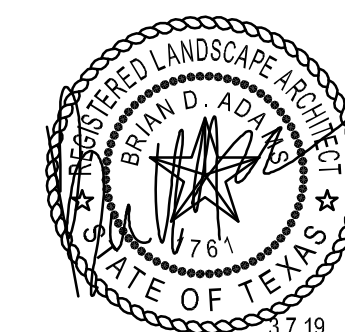
smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0283
Fax 214.871.0545
Email smr@smr4a.com

SHEET:

L1.00

ALLIANCE NORTHPORT

Building Two
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES

RGA PROJECT NUMBER: 18090

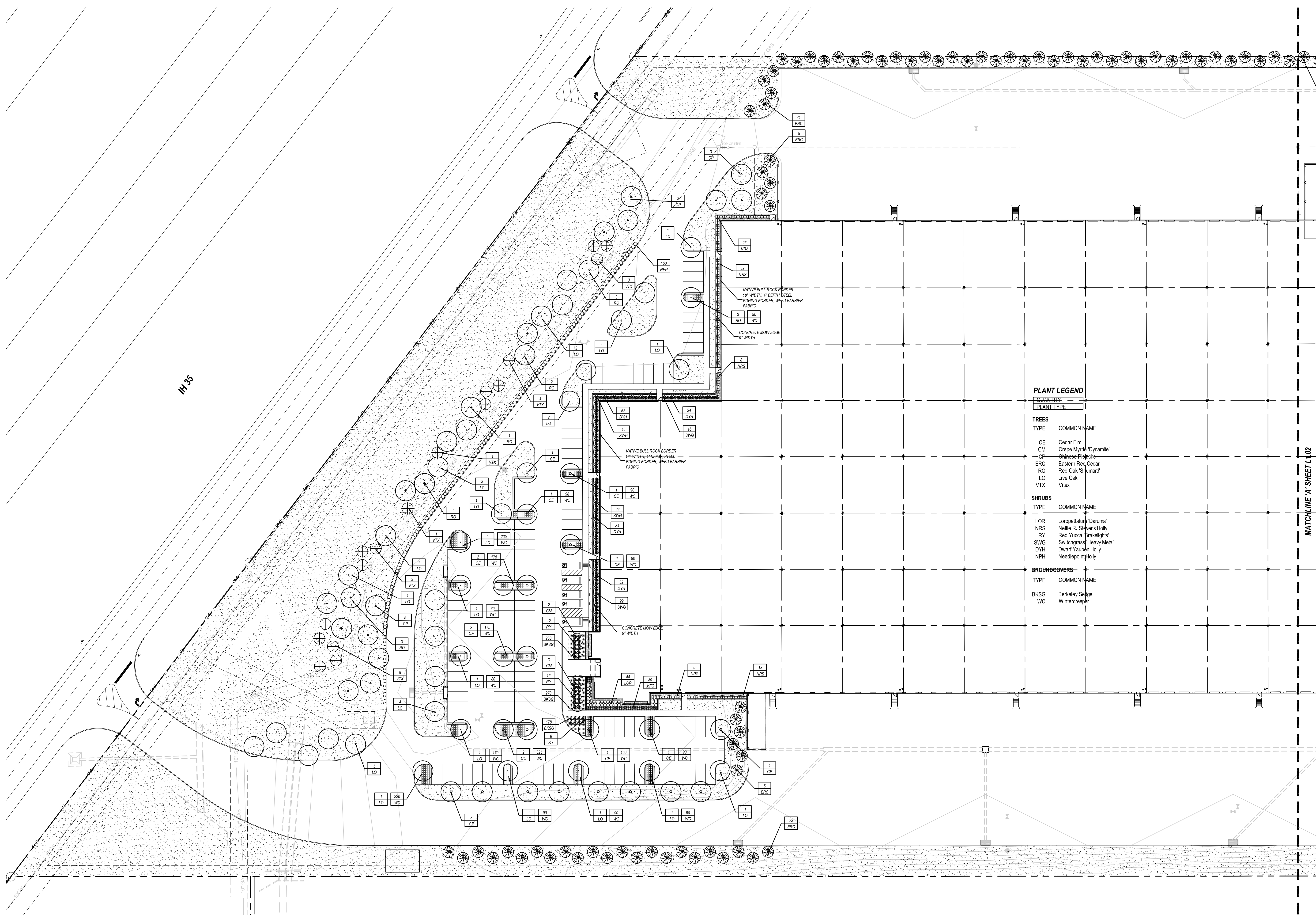
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REVISIONS:



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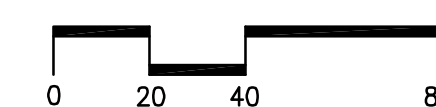
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DECOMPOSED GRANITE
3" DEPTH WITH WEED
BARRIER FABRIC
STEEL EDGING BORDER
18" WIDTH

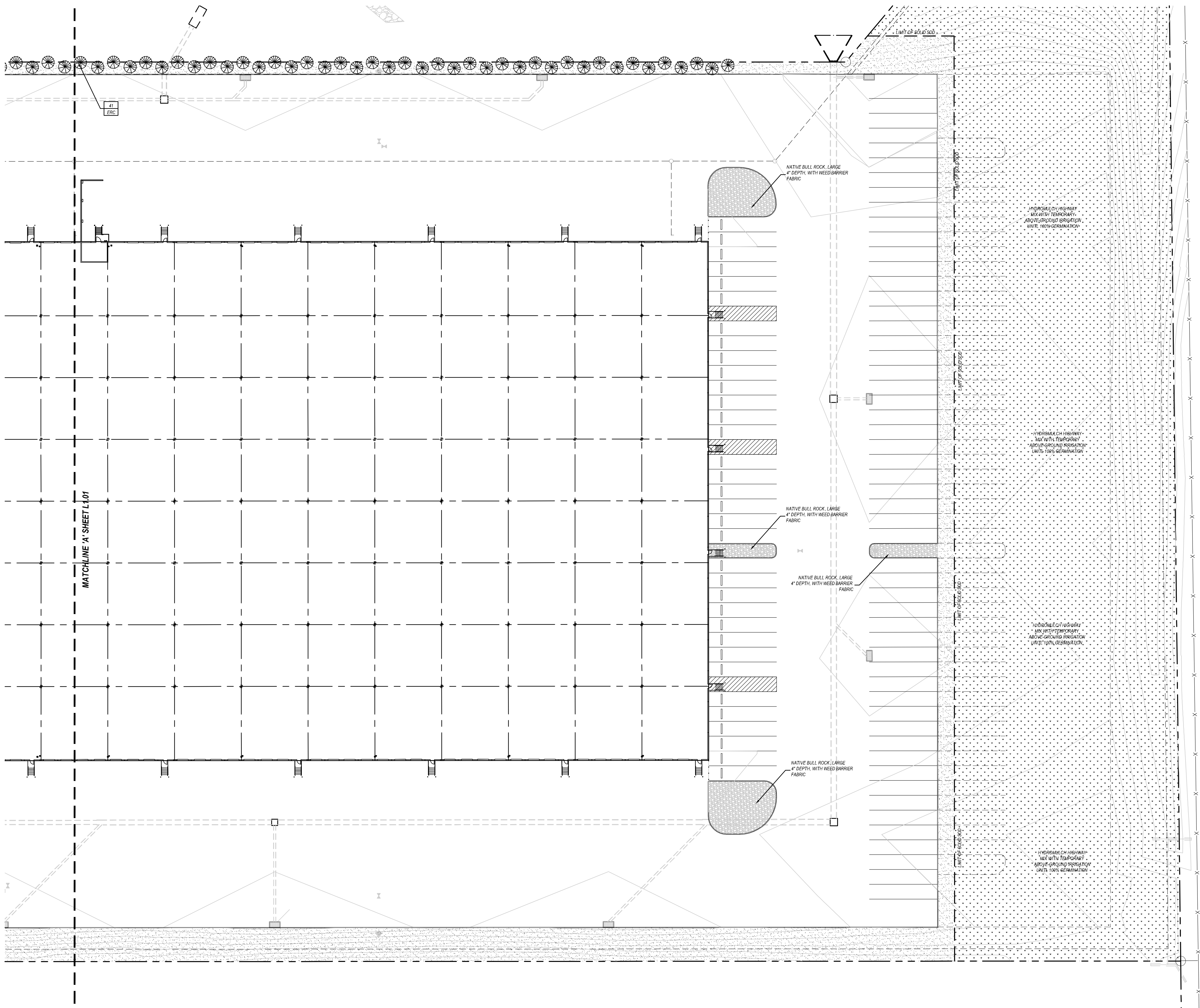


01 LANDSCAPE PLAN
SCALE: 1" = 40'-0"



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

QUOTED BY: JAMES WEBB - 01/27/2019
NOTED BY: JAMES WEBB - 01/27/2019
PROJECT: SUBMITTAL AND DESIGN REVIEW



HIGHWAY MIX LAWN NOTES

1. Installation of native grasses to be performed by hydro-seeding.
2. Provide a hydromulch cap per Hydromulch Notes.
3. Final grades to be smooth and level free of debris, rocks over 1" and shall have no ruts or depressions.
4. 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

HYDROMULCH NOTES

1. All lawn areas to be Hydromulch Bermudagrass, unless noted otherwise on drawings.
2. Contractor shall scarify, rip, loosen all areas to be hydromulched to a minimum depth of 4" prior to topsoil and hydromulch installation.
3. 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.
4. Fiber: Shall be one hundred (100%) percent Wood Cellulose Fiber, delivered to the site in its original unopened container, 'Conwee' or equal.
5. Fiber Tack: Shall be delivered to the site in its original unopened container, and shall be 'Terro-Tack one', as manufactured by Growers, Inc., or equal.
6. Hydromulch with Bermudagrass seed at a rate of two (2) pounds per one thousand (1000) square foot.
7. Use a 4x8' batter board against all beds areas.
8. 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.
9. In the event rye grass is necessary due to time of year installation, it shall be the responsibility of the contractor to scarp existing grass, bag clippings, and scarify soil to a depth of 1" prior to permanent lawn grass installation.
10. All lawn areas to be hydromulched, shall have one hundred (100%) percent coverage prior to final acceptance.
11. 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.
12. Contractor shall guarantee establishment of an acceptable turf area and shall provide replacement from local supply as necessary.

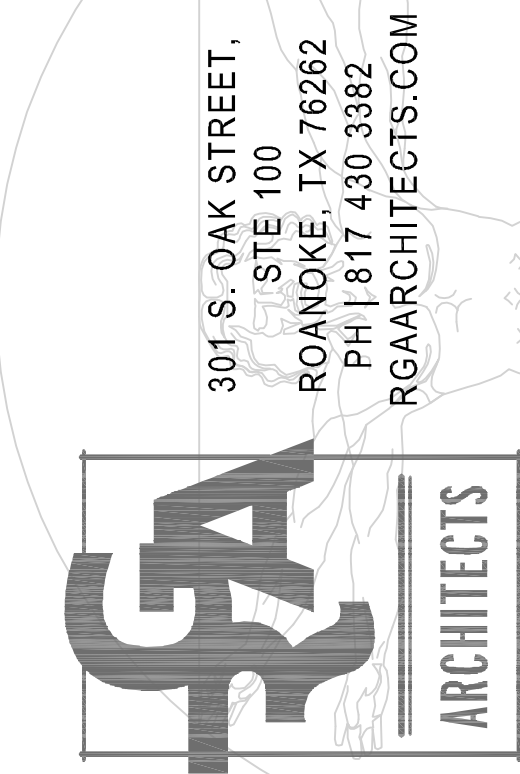
PLANT LEGEND

QUANTITY	PLANT TYPE
----------	------------

TREES	COMMON NAME
CE	Cedar Elm
CM	Crape Myrtle 'Dynamite'
CP	Chinese Pistache
ERC	Eastern Red Cedar
RO	Red Oak 'Shumard'
LO	Live Oak
VTX	Vitex

SHRUBS	COMMON NAME
LOR	Loropetalum 'Doruma'
NRS	Nellie R. Stevens Holly
RY	Red Yucca 'Brakelights'
SWG	Switchgrass 'Heavy Metal'
DYH	Dwarf Yaupon Holly
NPH	Needlepoint Holly

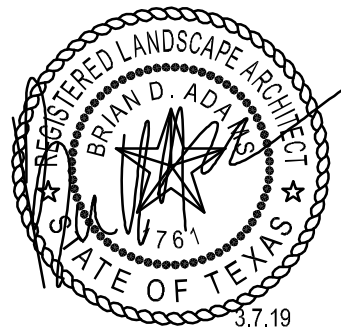
GROUNDCOVERS	COMMON NAME
BKSG	Berkeley Sedge
WC	Wintercresper



ALLIANCE NORTHPORT

Building Two
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES



RGA PROJECT NUMBER: 18090

DATE: 03.07.2019

REVISIONS:

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



smr
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel 214.871.0283
Fax 214.871.0545
Email smr@smr4a.com

SHEET:

L1.02

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.
- Hortis 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 initiating 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

- 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.

- 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 opinion 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 specified. All work, including materials, labor and equipment used in replacements, shall carry a twelve (12) month guarantee. Any damage, including cuts 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 respecified for full compliance with Contract 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.
- 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 latent 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 rejected.

1.8 PRODUCT DELIVERY, STORAGE AND HANDLING

- 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.

2.2 SOIL PREPARATION MATERIALS

- Sandy Loam:
 - Friable, fertile, dark, loamy soil, free of clay lumps, subsoil, stones and other extraneous material and reasonably free of weeds and foreign grasses. Loam containing Dallasgrass or Nutgrass 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.
- Organic Material: Compost with a mixture of 80% vegetative matter and 20% animal waste. Ingredients should be a mix of coarse and fine textured material.
- 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.
- Sharp Sand: Sharp sand must be free of seeds, soil particles and weeds.
- Mulch: Double Shredded Hardwood Mulch, partially decomposed, dark brown. Living Earth Technologies or approved equal.
- Organic Fertilizer: Fertiland, 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.
- 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.
- Peat: Commercial sphagnum peat moss or partially decomposed shredded pine bark or other approved organic material.

2.3 MISCELLANEOUS MATERIALS

- Steel Edging: Shall be Ryerson "Estate Curbing", 1/8" x 4" with stakes 4' on center.
- Staking Material for Shade Trees:
 - Post: Studded T-Post, #1 Armocon 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.
- Gravel: Washed native pea gravel, graded 1 in. to 1-1/2 in.
- Filter Fabric: Miraf 140N by Celanese Fibers Marketing Company, available at Loftland Co., (214) 631-5250 or approved equal.

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, objectionable disfigurements, insect eggs and larvae and are to be of specimen quality.
- 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 tree whose 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.

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 planting compost and fertilizer. Apply fertilizer as per manufacturers recommendations. Add soil (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 evidently 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' batter board against the bed areas.
- Installation:
 - Maintenance of plant materials shall begin immediately after each plant is delivered to the site and shall continue until all construction has been satisfactorily accomplished.
 - 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 it's 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 1/3 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 Arboreal Association.
 - Dead wood or suckers and broken badly bruised branches shall be removed. General topping of the branches 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 Owners approval prior to installation.
 - All steel curbing shall be free of kinks 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.

3.2 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

LANDSCAPE DETAILS & SPECIFICATIONS

srm
landscape architects, inc.
1708 N. Griffin Street
Dallas, Texas 75202
Tel. 214.671.0083
Fax 214.671.0545
Email srm@smr-la.com

RGA PROJECT NUMBER: 18090

DATE: 03.07.2019

REVISIONS:

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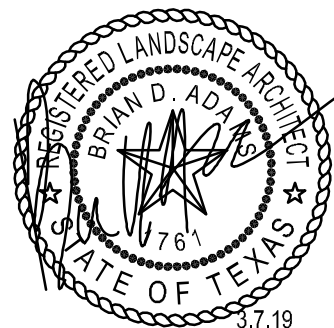
SHEET:

L1.03

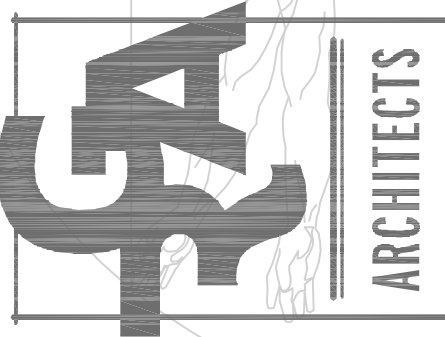
ALLIANCE NORTHPORT

Building Two
Northlake, TX

HILLWOOD
INVESTMENT PROPERTIES



301 S. OAK STREET,
STE 100
ROANOK, TX 76282
PH | 817 430 3382
RGAARCHITECTS.COM



DESIGNED BY: JAMES HENRY, RGA PROJECT, 18090, 03.07.2019, 1708 N. GRIFFIN STREET, DALLAS, TEXAS 75202

Building Two
Northlake, TX

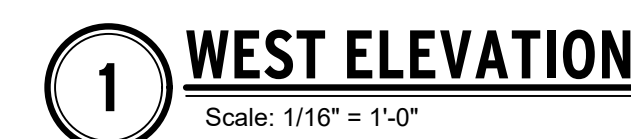
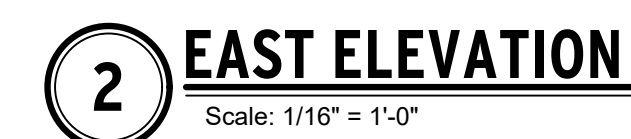
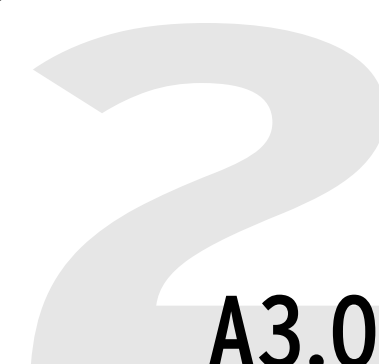
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HILLWOOD

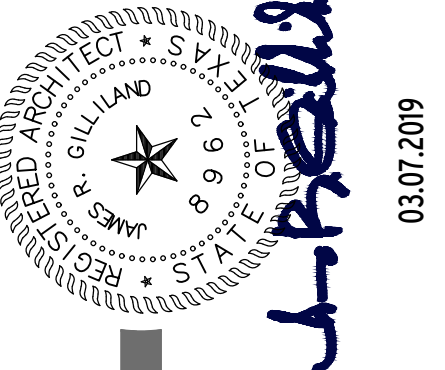
A Distant Country

SHEET:

A3.02



STUDY NO.	MAST PATTERN	PLANT DATE	PLANT LOCATION	PLANT OPERATING YEAR	PLANT CAPACITY
1	1	1980	1	1	1
2	2	1981	2	2	2
3	3	1982	3	3	3
4	4	1983	4	4	4
5	5	1984	5	5	5
6	6	1985	6	6	6
7	7	1986	7	7	7
8	8	1987	8	8	8
9	9	1988	9	9	9
10	10	1989	10	10	10
11	11	1990	11	11	11
12	12	1991	12	12	12
13	13	1992	13	13	13
14	14	1993	14	14	14
15	15	1994	15	15	15
16	16	1995	16	16	16
17	17	1996	17	17	17
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26	26	2005	26	26	26
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28	28	2007	28	28	28
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70	70	2049	70	70	70
71	71	2050	71	71	71
72					

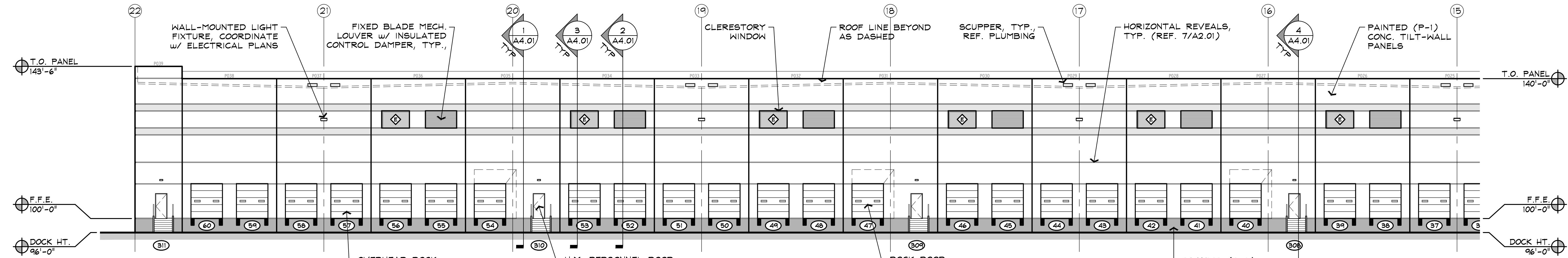


ALLIANCE NORTHPORT
Building Two
Northlake, TX

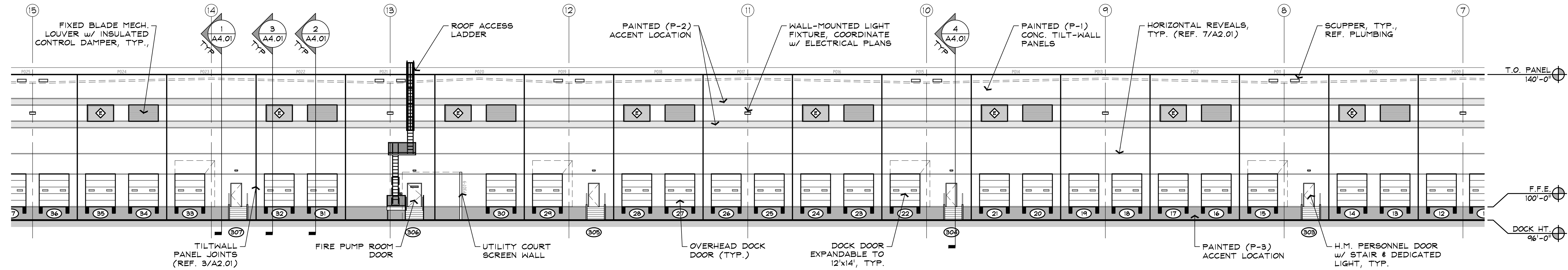
RGA PROJECT NUMBER: 18090
DATE: 03.07.2019

REVISIONS:
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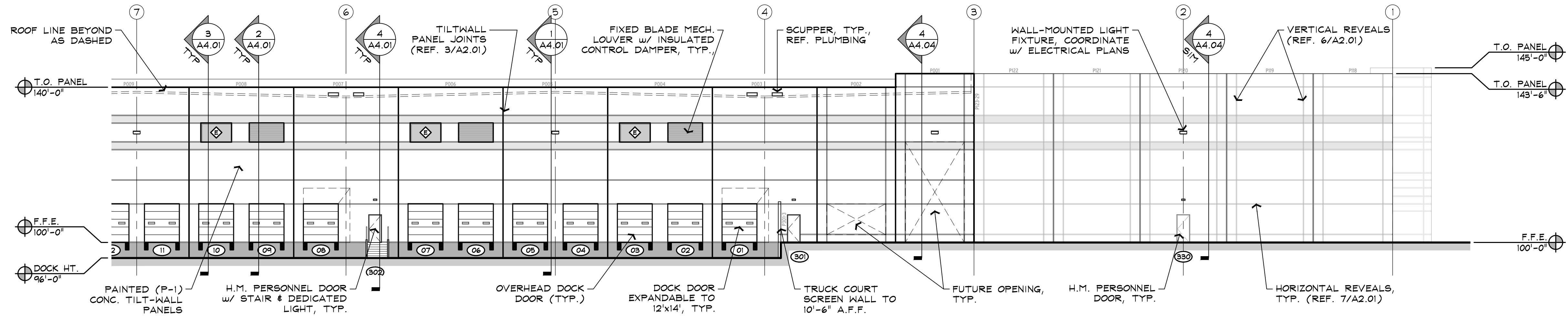
SHEET: A3.03



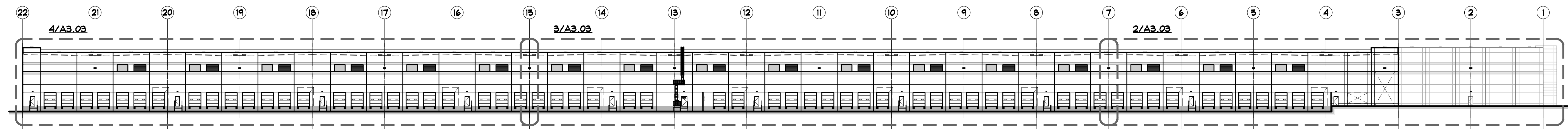
4 PARTIAL NORTH ELEVATION
Scale: 1/16" = 1'-0"



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



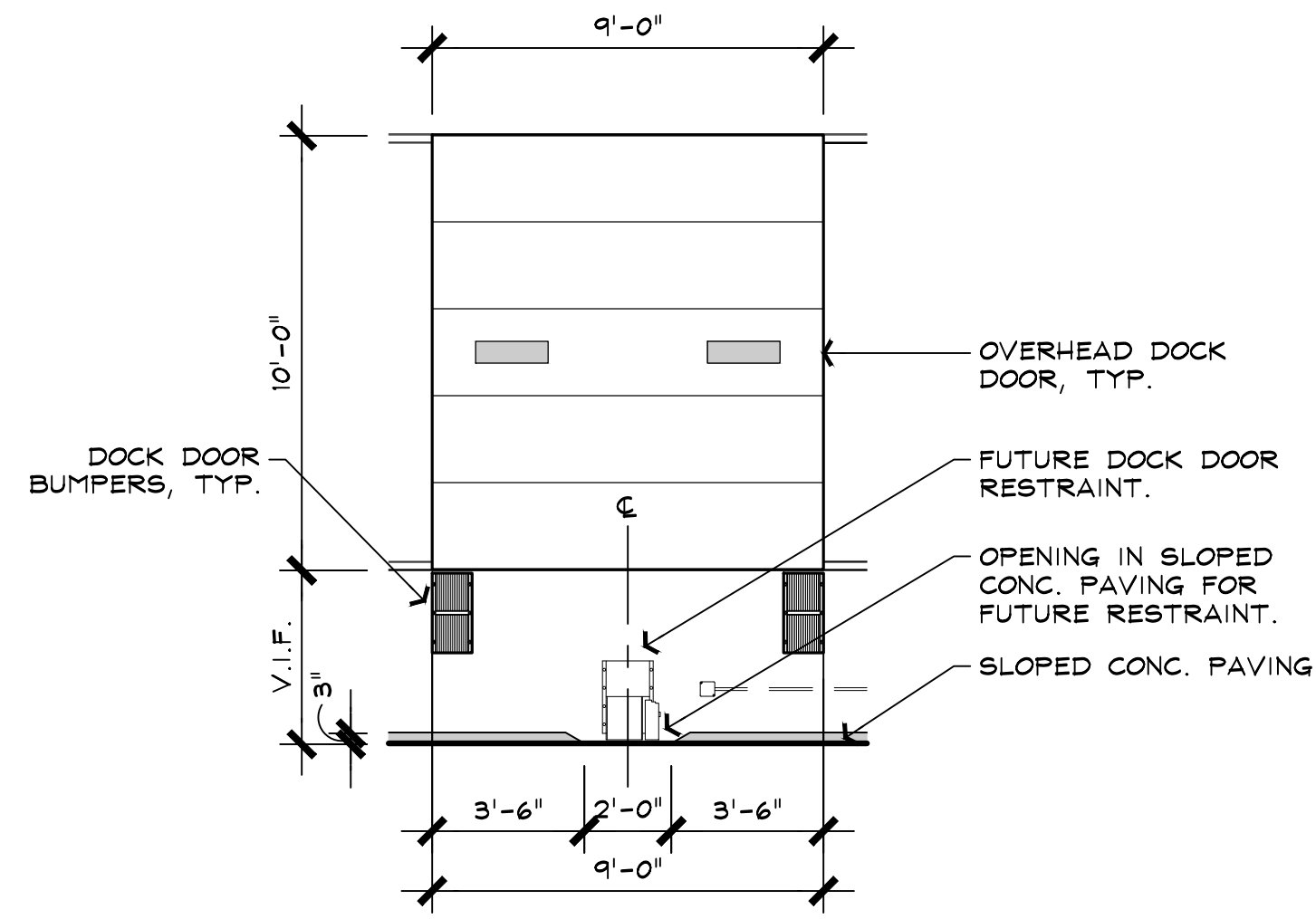
2 PARTIAL NORTH ELEVATION
Scale: 1/16" = 1'-0"



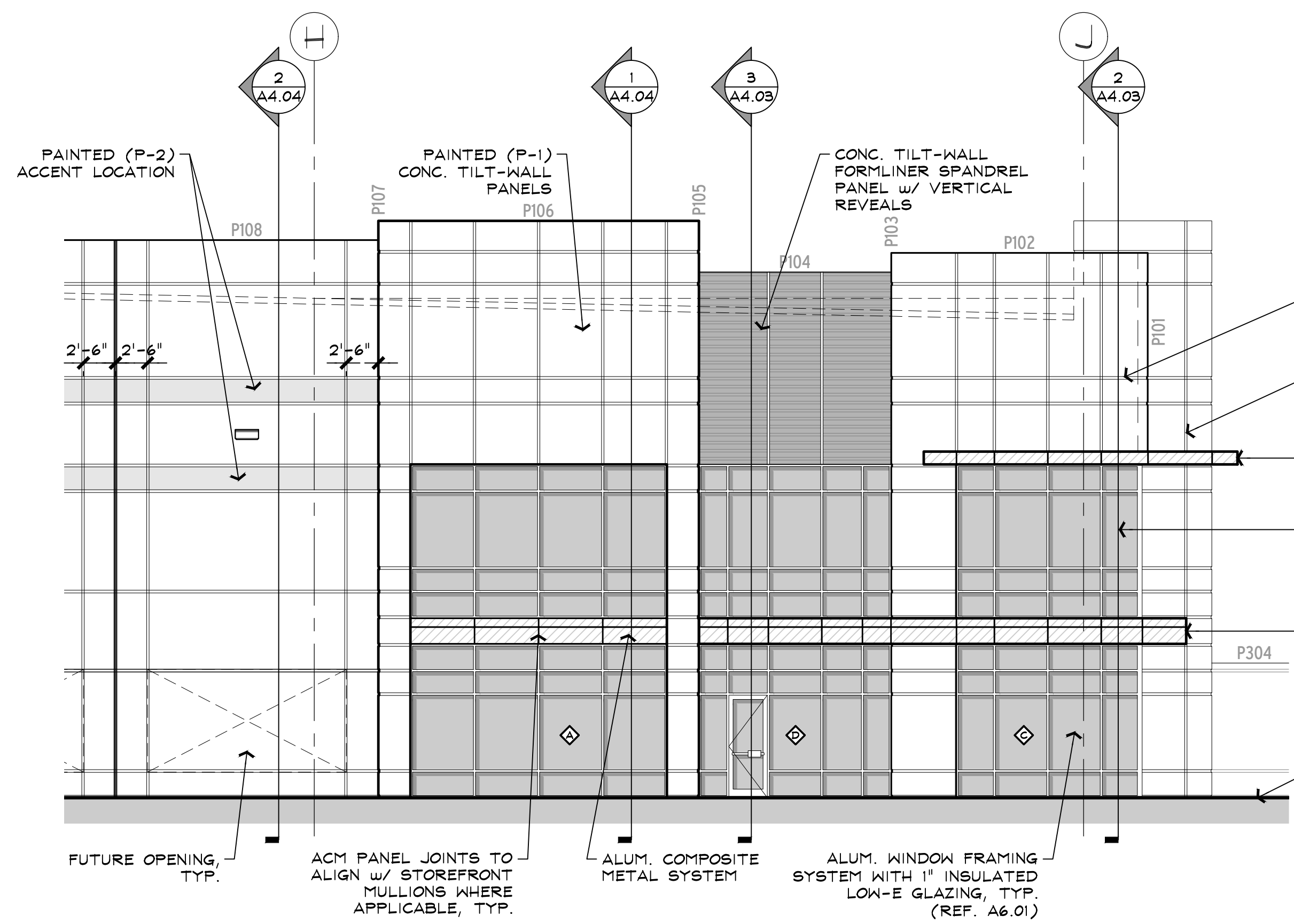
1 OVERALL NORTH ELEVATION
Scale: 1" = 40'-0"

PAINT KEY

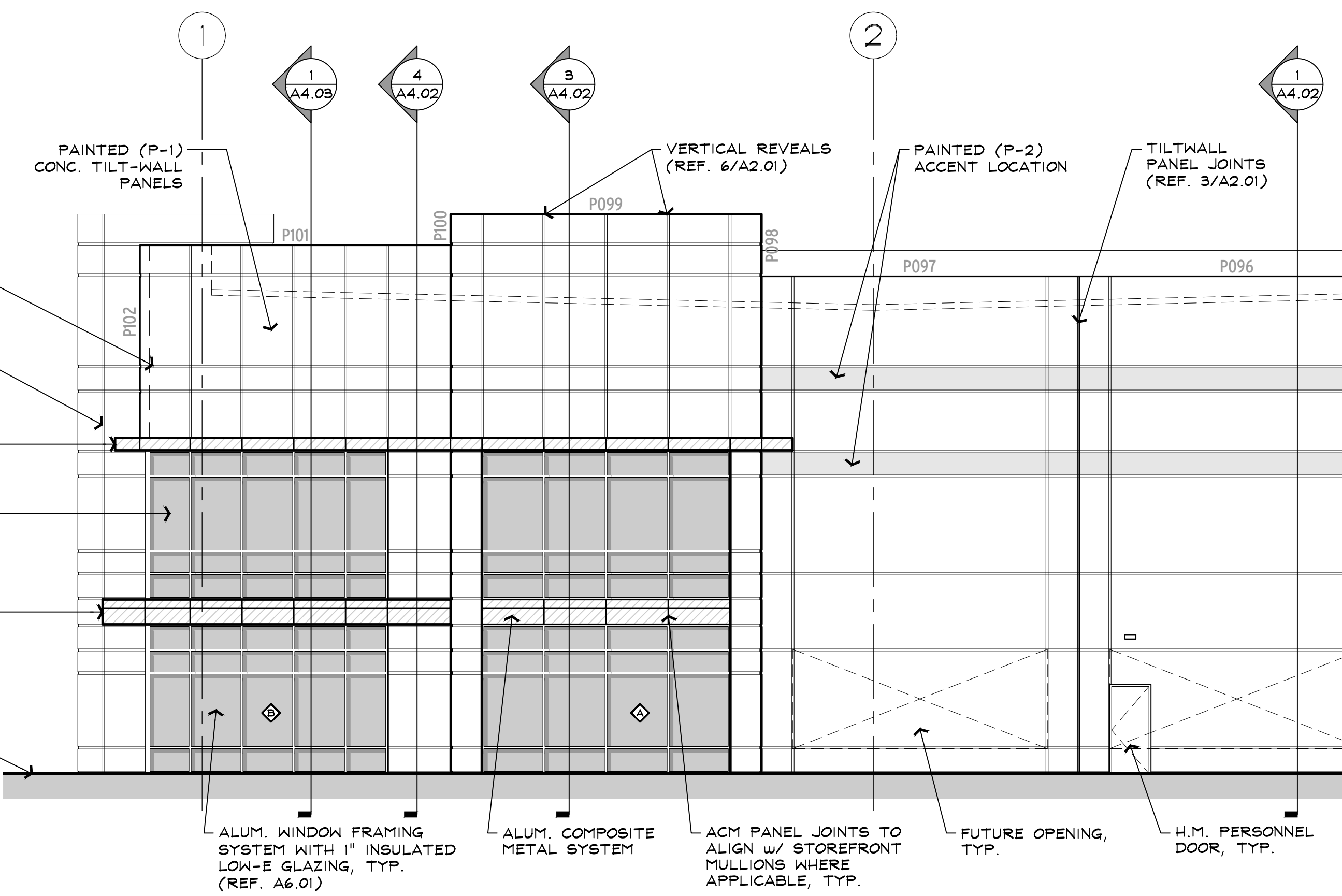
MAT'L	DESCRIPTION
P-1	EXTERIOR CONCRETE (PRIMARY COLOR - TILT-WALL PANELS) MCSWEENEY PAINTING - "HILLWOOD WHITE"
P-2	EXTERIOR CONCRETE (LIGHT ACCENT COLOR - TILT-WALL PANELS) MCSWEENEY PAINTING - SW7072 ONLINE
P-3	EXTERIOR CONCRETE (DARK ACCENT COLOR - TILT-WALL PANELS) MCSWEENEY PAINTING - SW7074 SOFTWARE



3 TYP. DOCK DOOR - ELEVATION DETAIL
Scale: 1/4" = 1'-0"



2 ENLARGED WEST CORNER ELEVATION
Scale: 1/8" = 1'-0"



1 ENLARGED SOUTH CORNER ELEVATION
Scale: 1/8" = 1'-0"

ALLIANCE NORTHPORT
Building Two
Northlake, TX

Alliance★Texas

HILLWOOD
A Perot Company

RGA PROJECT NUMBER: 18090
DATE: 03.07.2019

REVISIONS:
△
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△
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△

SHEET: **A3.04**

Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

CC: John Zagurski, Finance Director
Shirley Rogers, Town Secretary

Date: August 1, 2019

Re: Setting Dates for Public Hearings on Proposed Tax Rate and Record Vote on Placing Tax Rate Adoption

Per State statute, if a municipality imposes a tax rate that exceeds the effective tax rate, the municipality is required to have a record vote to place a proposal to adopt the tax rate on the agenda of a future meeting. As a reminder, the effective tax rate is the rate that would be applied to the July 2018 property tax values that would provide the same amount of revenue as the current tax year. Staff estimates the effective tax rate to be 27.1 cents which is lower than the proposed tax rate of 29.5 cents.

If Council sets a tax rate higher than the effective tax rate, State law requires that a tax rate be adopted no sooner than 3 days and no later than 14 days after the second public hearing. The normally scheduled upcoming Council meetings are August 8, 2019, August 22, 2019, and September 12, 2019. However, September 12th falls 21 days after August 22nd. Therefore, after discussions with Mayor Rettig, he intends to cancel the August 8, 2019 council meeting and call a special council meeting for August 29, 2019 so the second tax rate hearing will precede the tax rate adoption by the required maximum 14 days.

After proposing a tax rate and scheduling the two public hearings, the Town must notify the public of the hearings. Per State law, a "Notice of Public Hearing on Tax Increase" must be published in the paper of record, for Northlake the Denton Record Chronicle, as a quarter page ad seven days prior to the first tax rate public hearing or August 15, 2019. The two tax rate public hearings are proposed for August 22nd and 29th, and the tax rate adoption is proposed for September 12th.

The notice will include Council members' votes on the proposal to consider a tax rate over the effective rate. The notice will also include a comparison of the proposed tax rate with current year's tax rate and with the effective tax rate as applied to average residence homestead values. A copy of the notice will be provided either prior to or at the meeting after the taxable values have been certified by the appraisal district and the effective tax rate calculated by the county tax office.

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

Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
CC: John Zagurski, Finance Director
Shirley Rogers, Town Secretary
Date: August 1, 2019
Re: Setting Date for Public Hearings for 2019-2020 Town Budgets

It is necessary to set public hearings on the proposed 2019-2020 Town Budget, Economic Development Corporation (EDC) Budget, Community Development Corporation (CDC) Budget, Public Improvement District #1 Budget, and The Highlands Public Improvement District Budget.

Per State statute, the motion must state the increase in property tax revenue no matter the cause; whether the increase is based on increased property values, new construction or an increase in the tax rate. If there is an increase in total property tax revenue, it would be necessary to include tax increase language on the budget cover sheet or council action as prescribed by the statute.

The legislation requires the posting of the proposed budget on the Town website. The Town will make the proposed budget available online at www.town.northlake.tx.us and at the Town Secretary's Office as of July 26, 2019.

The budget hearing will be set for August 22, 2019 beginning at or after 6:30 pm. Per State law, a notice will be required to be published ten days prior to the budget public hearing or by August 12, 2019. Based on the certified tax roll provided by the Denton Central Appraisal District on July 23, 2019, this budget will raise more total property taxes than last year's budget by \$692,698 or 37.5%, and of that amount, \$384,625 is a revenue increase from new property added to tax roll this year. Final property tax values are subject to change depending on the results of appraisal review board decisions for properties still under protest.

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



Executive Session

Agenda Item 8



Town of Northlake

Fiscal Year 2020
Proposed Budget

VISION

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

MISSION

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



STRATEGIC GOALS



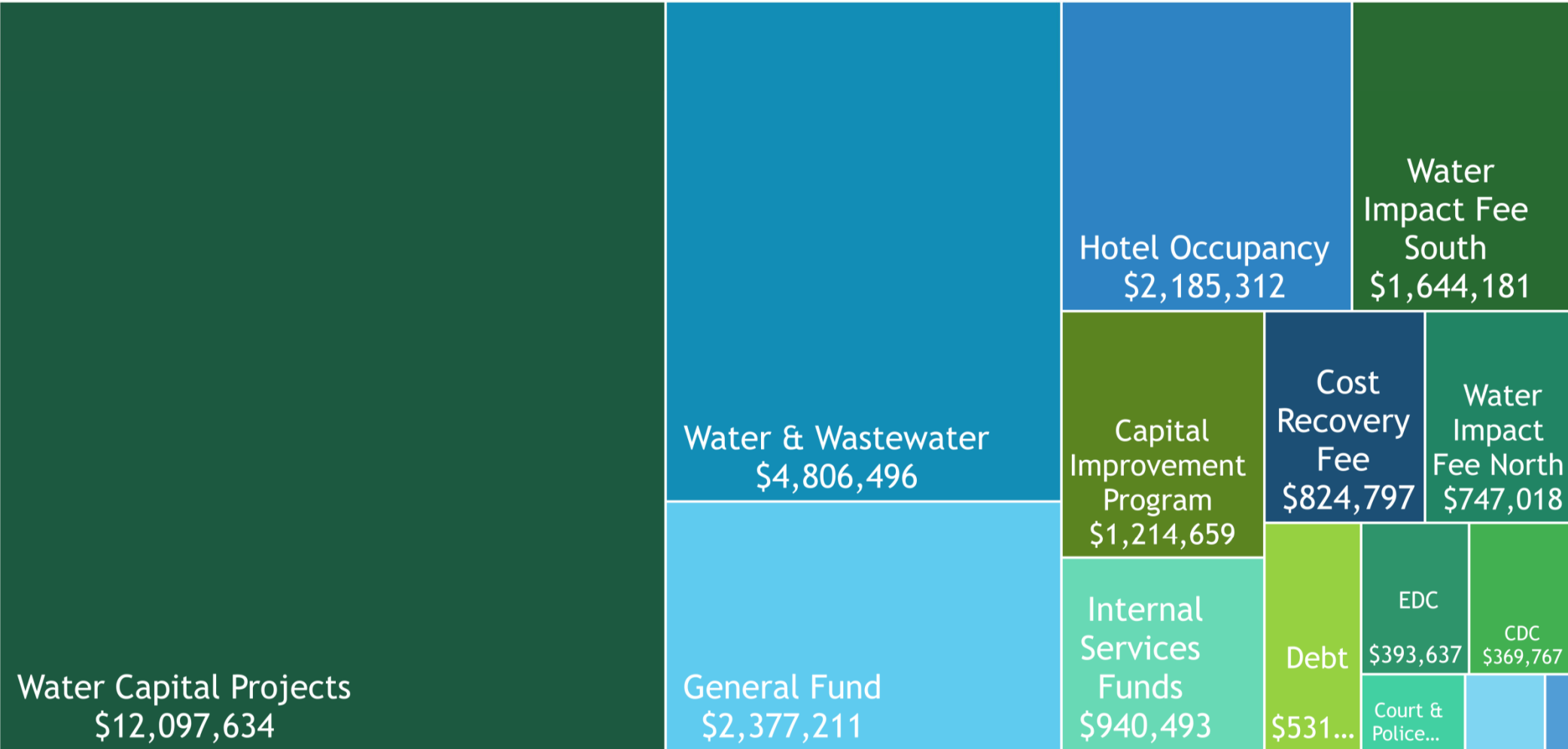
- ▶ Control our Own Destiny
- ▶ Diversify the Tax Base
- ▶ Define & Strengthen our Identity
- ▶ Operate Efficiently & Effectively
- ▶ Effectively Manage Public Resources
- ▶ Promote Public Involvement
- ▶ Systematically Invest in Infrastructure
- ▶ Responsibly Manage Growth

FY 2020 Budget - Mayor's Focal Points

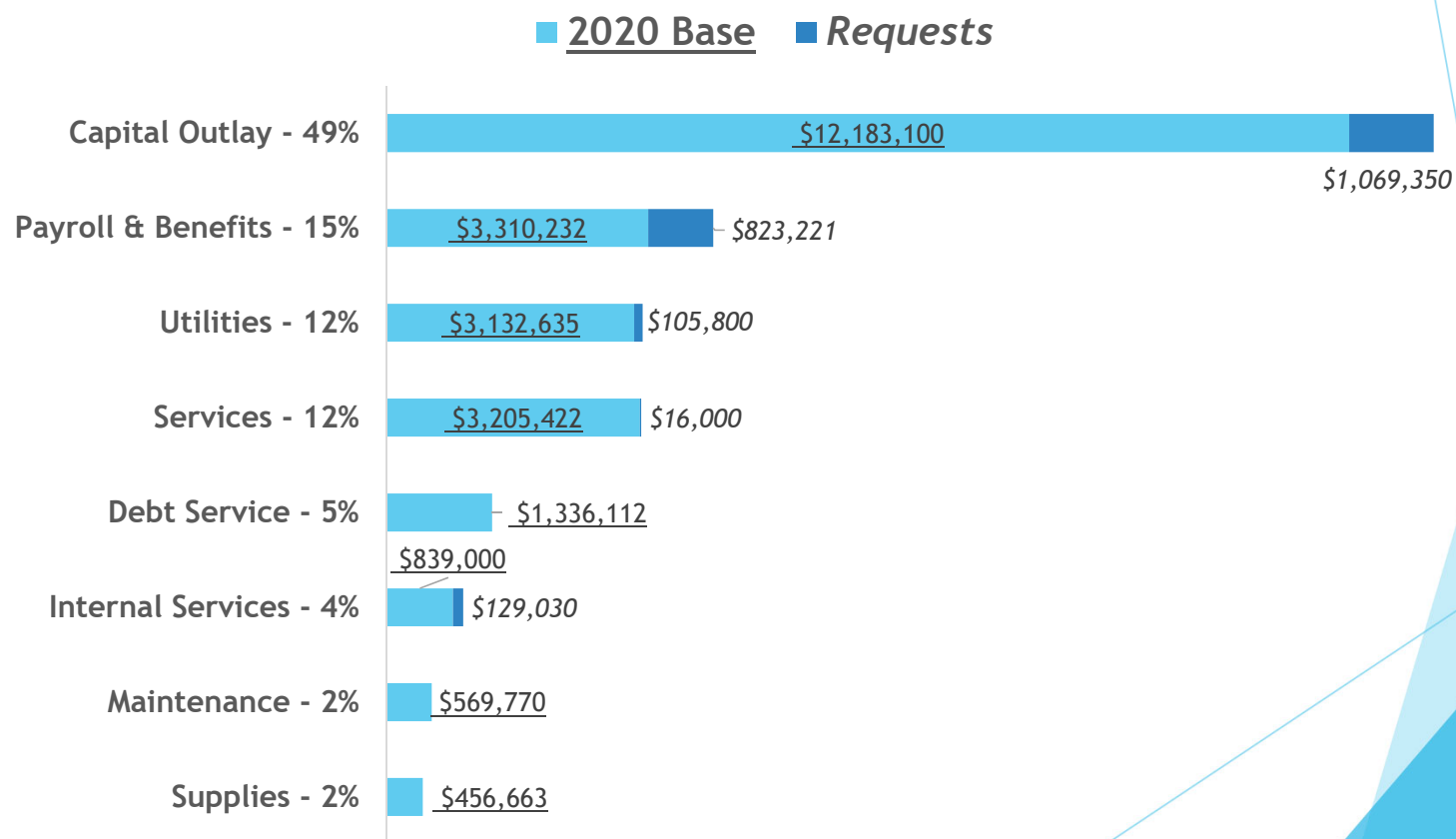
- ▶ Sustain a balanced budget and low municipal tax rate
- ▶ Invest in equipment and technology to increase productivity and efficiency
- ▶ Diversify the tax base through thoughtful management of commercial and industrial growth
- ▶ Leverage the proceeds of growth to improve and/or construct new utility and safety infrastructure
- ▶ Add supervisory staff to manage and train existing staff to deliver a higher caliber of service
- ▶ Maintain service through additional staff where appropriate
- ▶ Recruit highly qualified and motivated personnel by offering competitive wages and excellent benefits



Beginning Fund Balance \$28,517,706

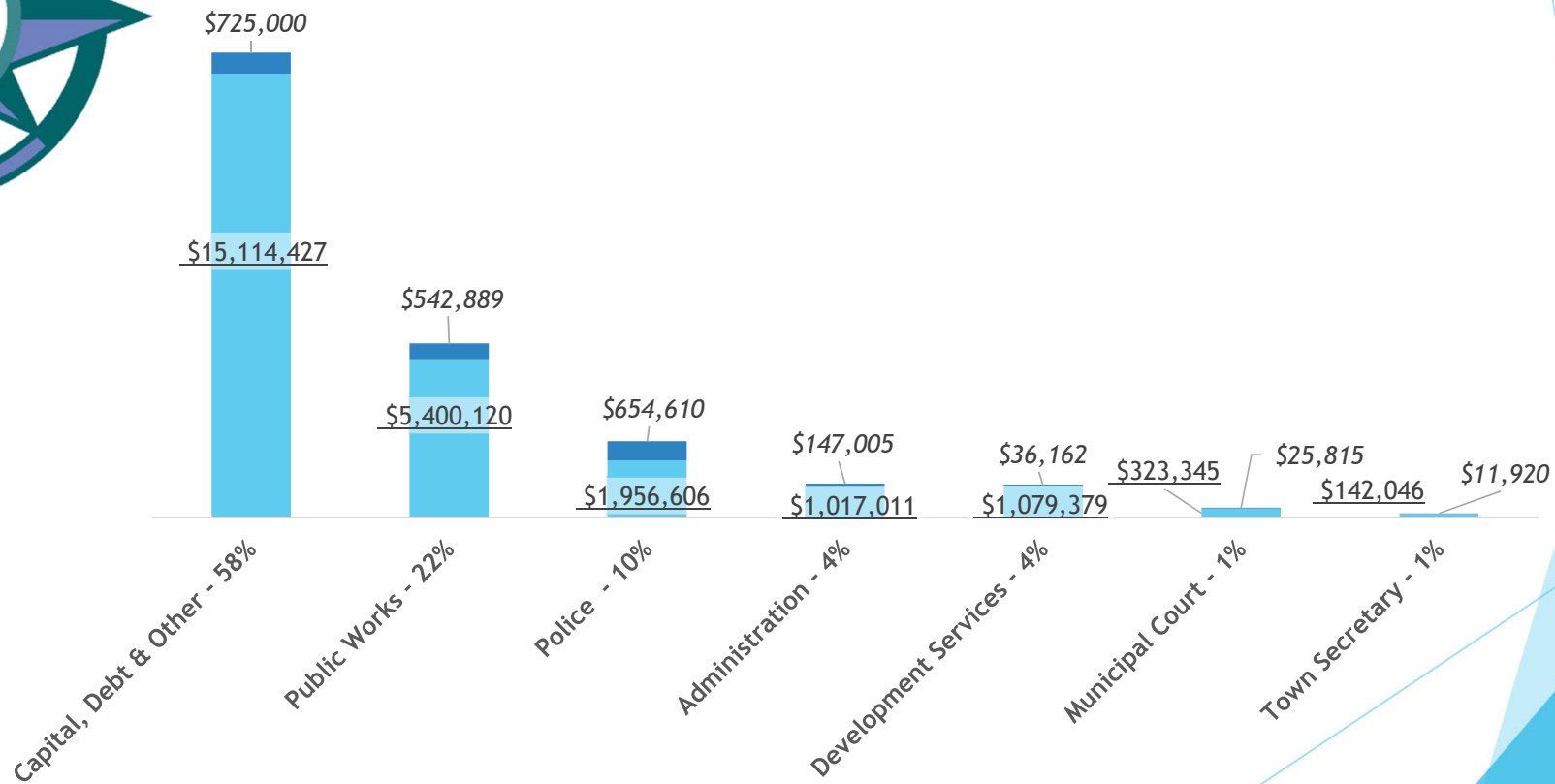


All Fund Expenditures by Category \$27,176,335

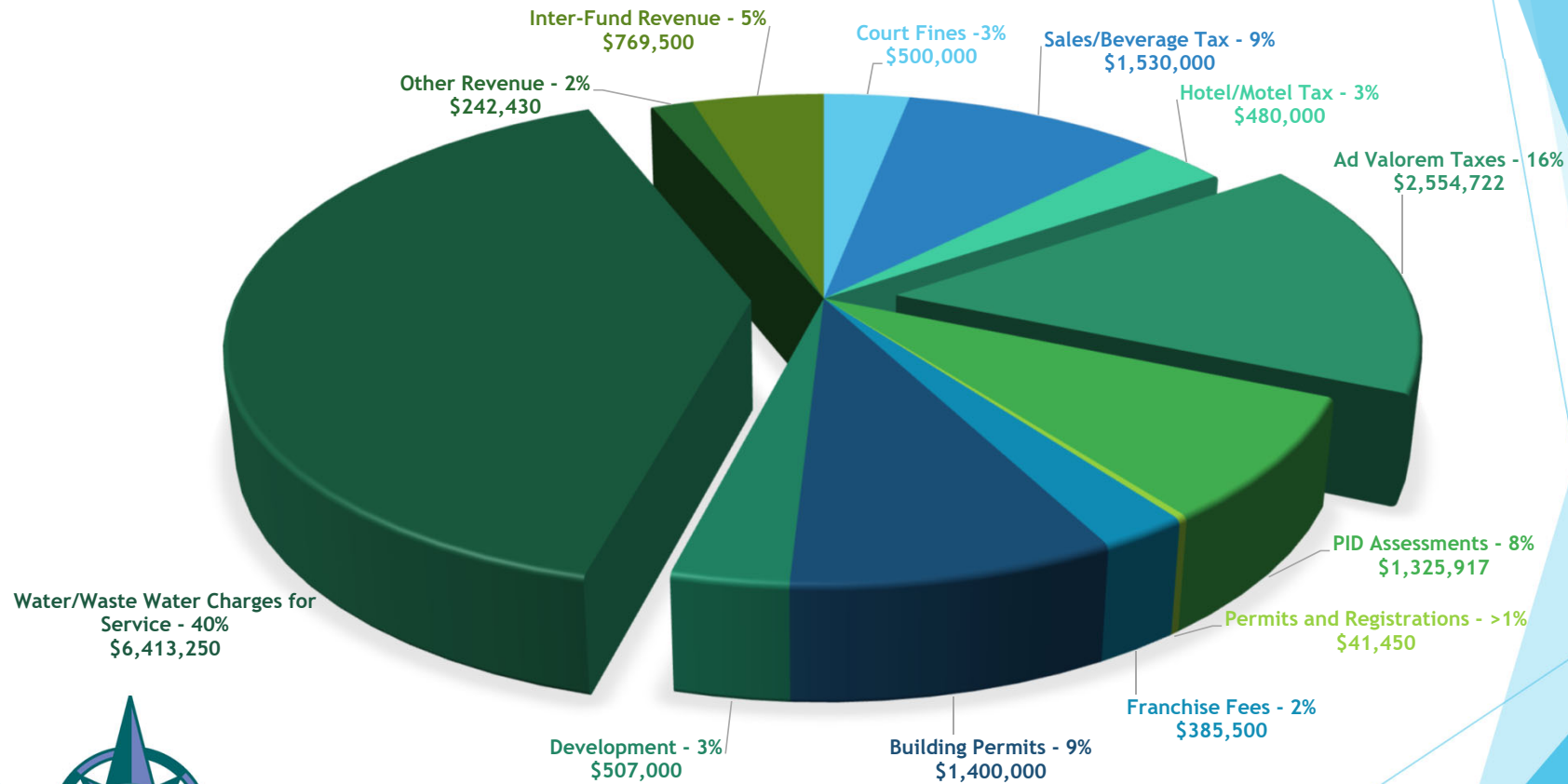


All Fund Expenditures by Department \$27,176,335

■ 2020 Base ■ *Requests*



All Fund Revenues - \$16,149,769





Capital Projects - Streets & Drainage

- ▶ Cleveland-Gibbs South ROW Acquisition - \$300,000
 - ▶ Right-of-way acquisition for road realignment
 - ▶ Drainage easement also needed
- ▶ Strader and Holder Road Base Repair - \$250,000
 - ▶ Town prep the road bed
 - ▶ County apply another chip seal
- ▶ Old Justin Road (Faught to 1800' east) - \$276,000
 - ▶ Full-depth reclamation contingency
 - ▶ Upgrade existing culverts
 - ▶ 6" asphalt overlay



Capital Projects - Water System

- ▶ Northern Plain Water Improvements - \$3,600,000
 - ▶ Elevated storage tank
 - ▶ Water distribution lines
- ▶ Southern Plain Water Improvements - \$7,500,000
 - ▶ Elevated storage tank
 - ▶ Ground storage tank, pumps and facility
 - ▶ Water distribution lines
 - ▶ Land Acquisition

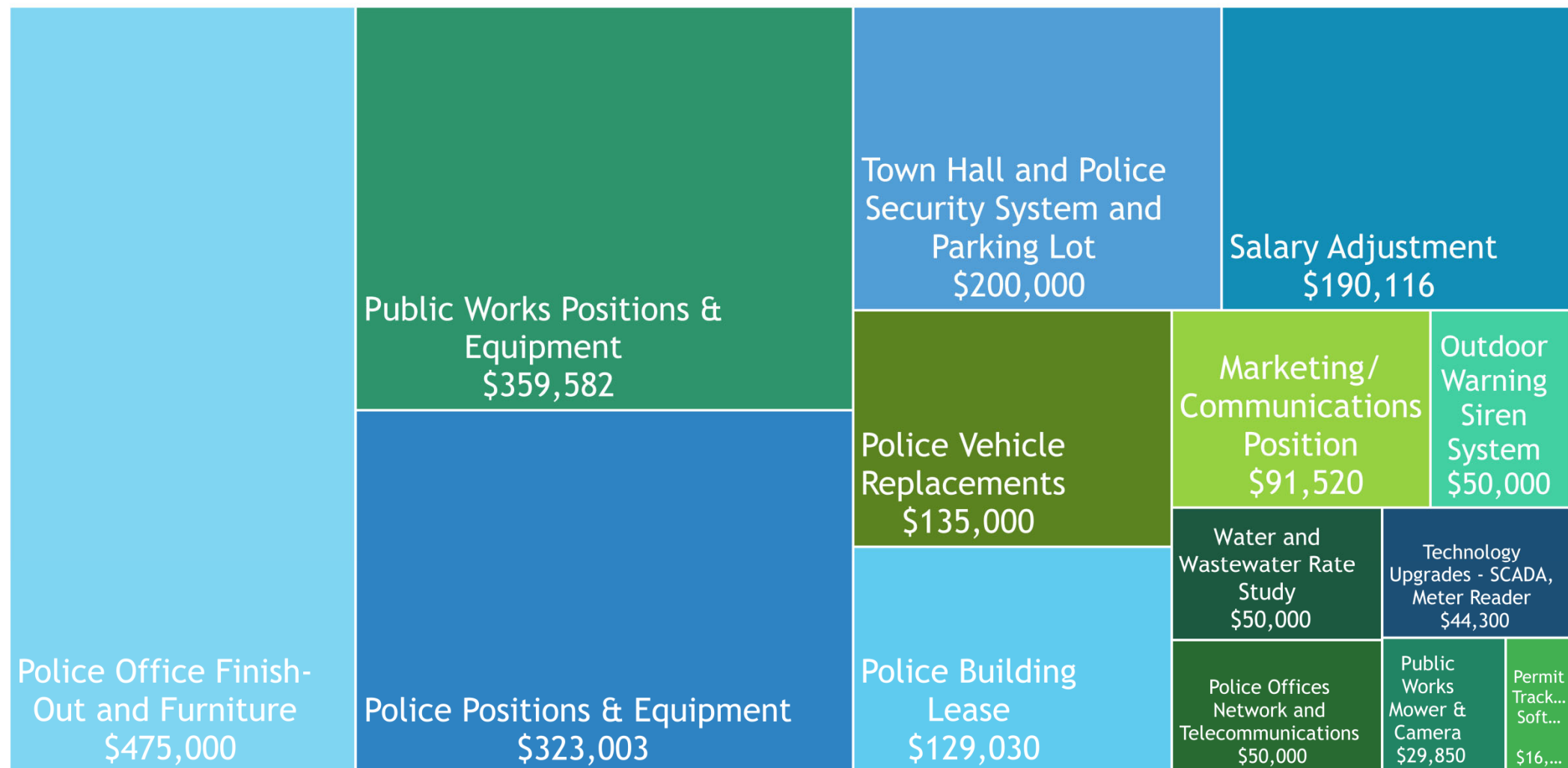
Budget Requests

Fiscal Year 2020





Total FY 2020 Budget Requests - \$2,143,401





Technology Improvements Requests

- ▶ SCADA & Meter Readers - \$44,300
 - ▶ Fully redundant virtual servers with worldwide accessibility
 - ▶ Allows for second meter read route
- ▶ Permit Tracking Software - \$38,000
 - ▶ Initial costs paid in FY 2019 for one-time set up (\$22,000), annual subscription costs to be paid in FY 2020 (\$16,000)
 - ▶ Cost avoidance - 2nd Permit Technician and office space
- ▶ Sewer Video Camera - \$11,500
 - ▶ Verifies whether problem is Town or builder
 - ▶ Cost-avoidance approximately \$24,000 annually (12*2*\$500)



Equipment Requests

- ▶ Two Police Vehicle Replacements - \$135,000
 - ▶ Vehicles have reached the end of the useful life cycle
 - ▶ Replacement costs includes new equipment for vehicles
 - ▶ Migrating to shared vehicle from assigned vehicle
- ▶ Vehicles for New Positions - \$141,000
 - ▶ Police Captain, Public Works Superintendent, Public Works Crew Cab
- ▶ Public Works Track Mower - \$18,350
 - ▶ Wider deck, faster speed, steeper incline, greater efficiency
- ▶ Emergency Generator Automatic Transfer Switch - \$39,000
 - ▶ Call out up to 2 hours, potential loss of system pressure
 - ▶ All other pump and lift stations with automatic switch



Professional Services Requests

- ▶ Water & Wastewater Rate Study - \$50,000
 - ▶ Rate study has not been conducted since 2012
 - ▶ Studies typically conducted every five years
 - ▶ This years reduced rainfall has taxed reserves
- ▶ Outdoor Emergency Warning Siren System - \$50,000
 - ▶ Study of projection areas, types of sirens, activation process
 - ▶ Potential of two sirens with 6,100 feet projection radius each



Facility Improvements Requests

- ▶ Police Building Finish-Out and Furniture - \$475,000
 - ▶ Existing furniture old, damaged and mismatched
 - ▶ Increased Building Transfer in FY 2019
- ▶ Town Hall & Police Parking Lot & Security System - \$200,000
 - ▶ Parking lot security fence with entry and exit gates
 - ▶ Protects police vehicles and officers' personal vehicles
 - ▶ Badged Entry into both buildings
- ▶ Police Building Lease - \$129,030
 - ▶ 10 months of rent, less modular building lease
- ▶ Police Offices Network & Telecommunications - \$50,000



Salary Adjustments Across All Funds

- ▶ Market adjustment - \$190,116
 - ▶ 5% increase for all positions
 - ▶ Adjustments to get all employees to 50% of projected market
- ▶ Range adjustment (costs included above)
 - ▶ Increases salary range for police officer, equipment operator, and maintenance worker
 - ▶ Helps with recruitment and retention of these positions



New Positions Requests - Marketing & Communications

- ▶ Marketing & Communications Coordinator - \$91,520
 - ▶ Split evenly between General, EDC, CDC & HOT funds
 - ▶ Assists EDC/CDC/HOT with marketing & promotions
 - ▶ Assists all departments with outgoing communications
 - ▶ Monitors social and print media
 - ▶ Leads branding effort and resident survey
 - ▶ Maintains Town website and resident communications



New Position Requests - Police

- ▶ Police Personnel & Equipment Costs - \$323,003
 - ▶ Public Safety Officer
 - ▶ Civilian position, Frees up licensed officers, existing vehicle
 - ▶ Supports investigations, evidence, property & vehicle maintenance
 - ▶ Police Officer
 - ▶ Uniformed position, Licensed peace officer, shared vehicle
 - ▶ Provides complete squad for three of four shifts
 - ▶ Police Captain
 - ▶ Uniformed position, Licensed peace officer with vehicle
 - ▶ Provides managerial oversight of field operations

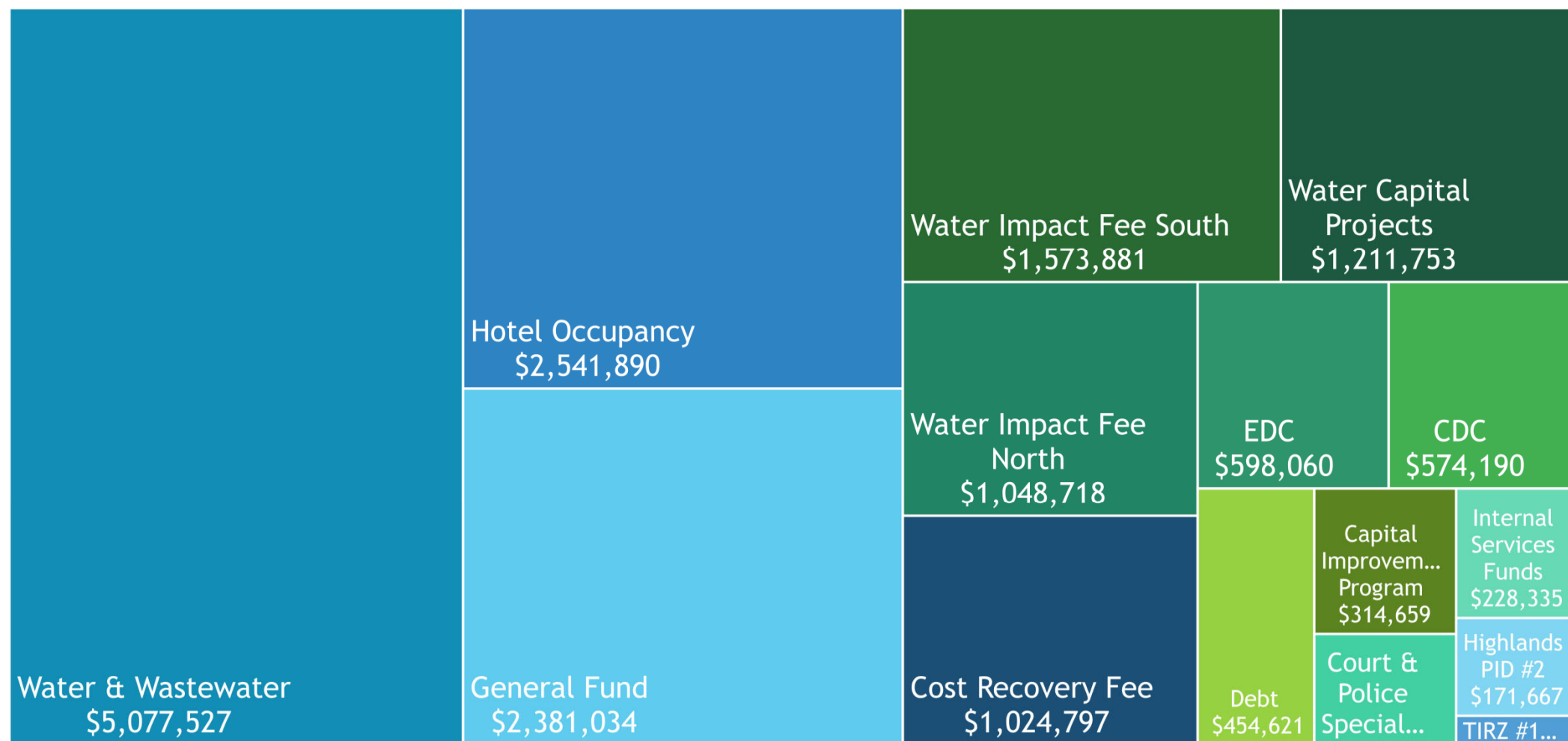


New Positions Requests - Public Works

- ▶ Public Works Positions & Equipment Costs - \$359,582
 - ▶ Superintendent
 - ▶ Provides managerial oversight of field operations
 - ▶ Public Works Crew
 - ▶ Crew Leader, Equipment Operator & Maintenance Worker
 - ▶ Equipment Services Increase
 - ▶ Pickup truck for superintendent
 - ▶ Crew cab for public works crew



Estimated Ending Fund Balance \$17,491,140



Supplemental Information

Fiscal Year 2020



Growth Indicators

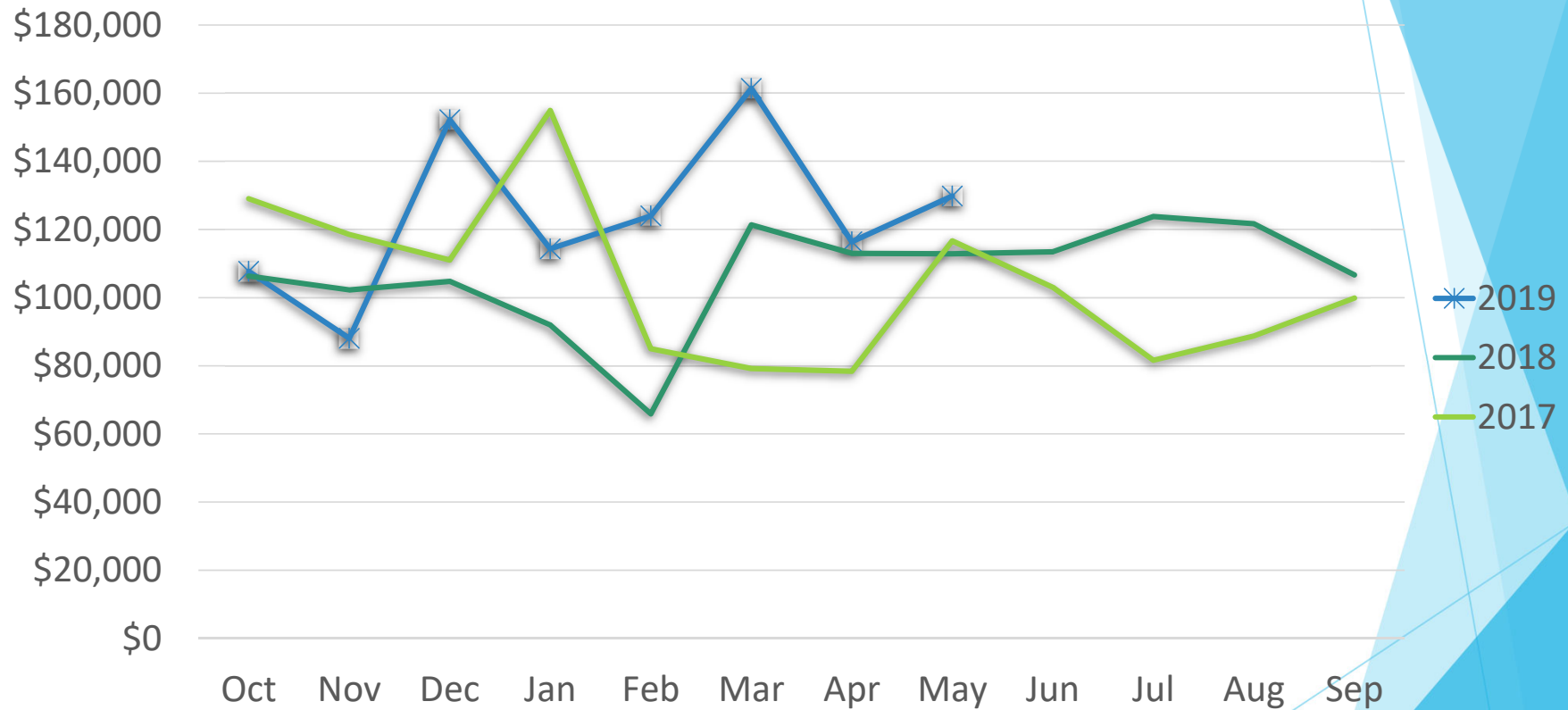
	2013	2014	2015	2016	2017	2018	2019*
Assessed Value	-1.8%	4.1%	15.7%	37.0%	30.9%	25.1%	35%
Population	2.4%	-0.5%	0.5%	23.1%	13.2%	14.0%	11%
Water Meters	14.5%	45.8%	82.4%	64.2%	49.2%	30.4%	30%
Police Calls for Service	5.1%	9.9%	33.0%	1.2%	16.7%	18.9%	8%
Personnel	2.6%	0.0%	15.3%	21.1%	12.2%	11.8%	10%

* YTD hires does not include new budgeted positions for next fiscal year

2019-2020 Effective, Rollback & Proposed Tax Rate

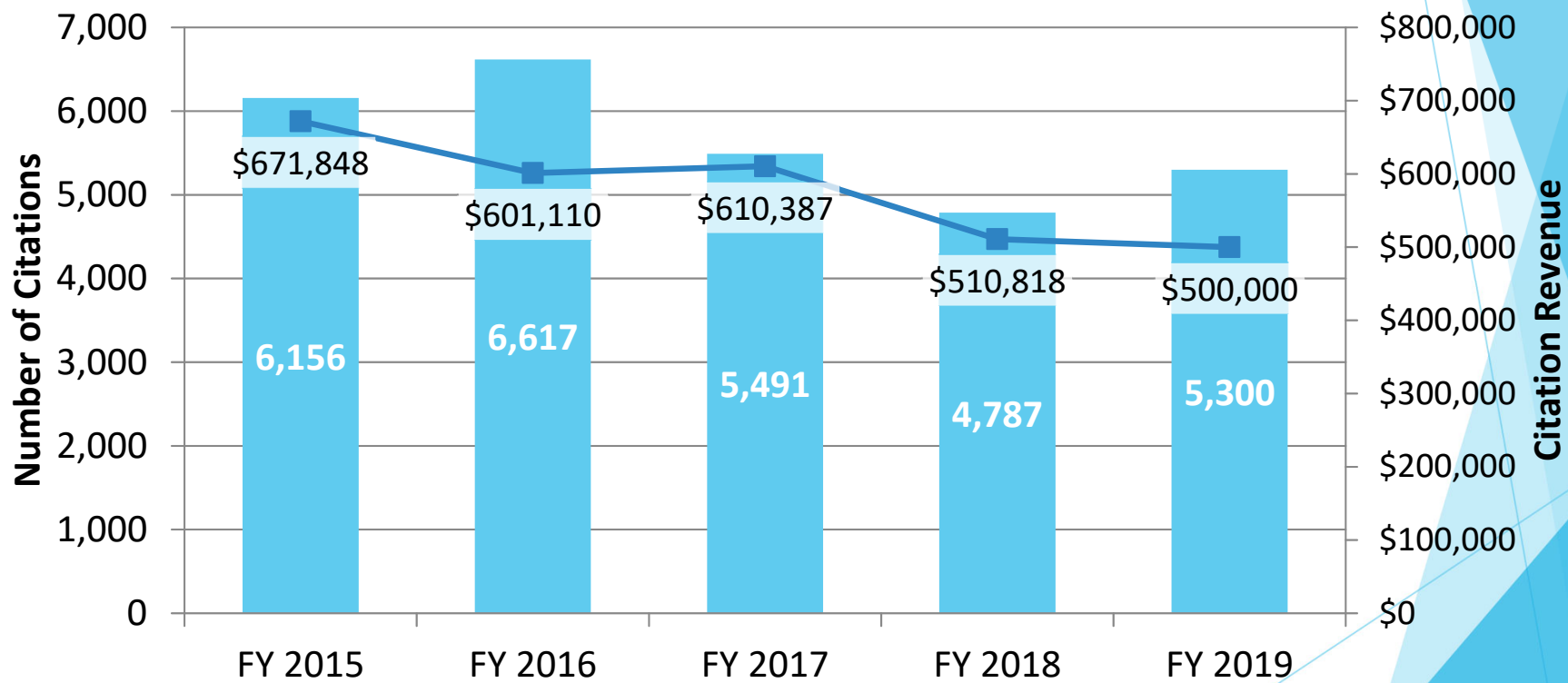
- 2018-2019 Adopted Tax Rate - 29.5¢
- 2019-2020 Effective Tax Rate - 27.1¢
 - Property tax rate necessary to produce the same amount of revenues as prior year
- 2019-2020 Rollback Rate - 30.4¢
 - Property tax rate when maintenance and operations portion is increased by 8%
 - Higher rate starts rollback procedures
- **2019-2020 Proposed Tax Rate - 29.5¢**

Monthly Sales Tax



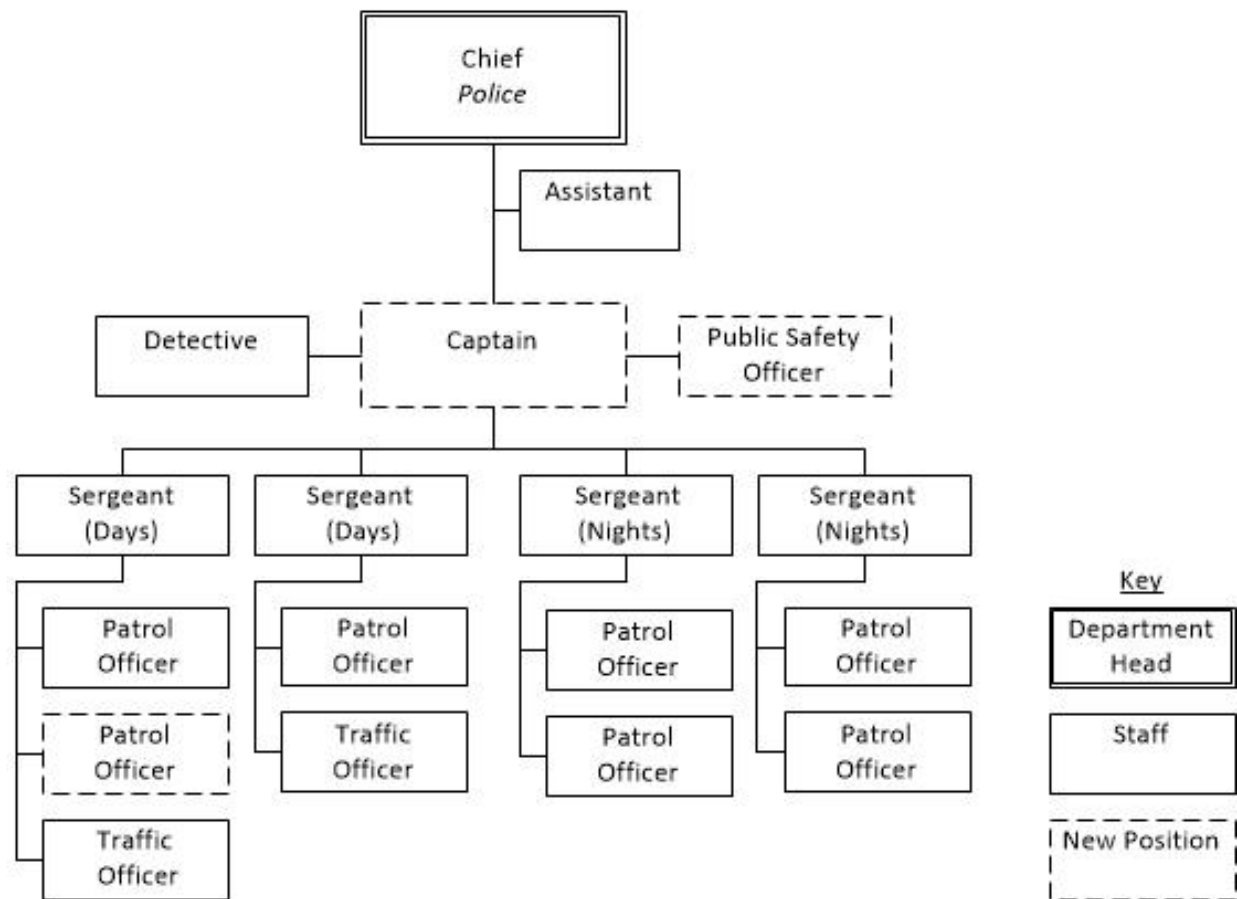
FY 2020 tracking \$195,000 or 20% over previous year

Number of Citations vs. Revenue

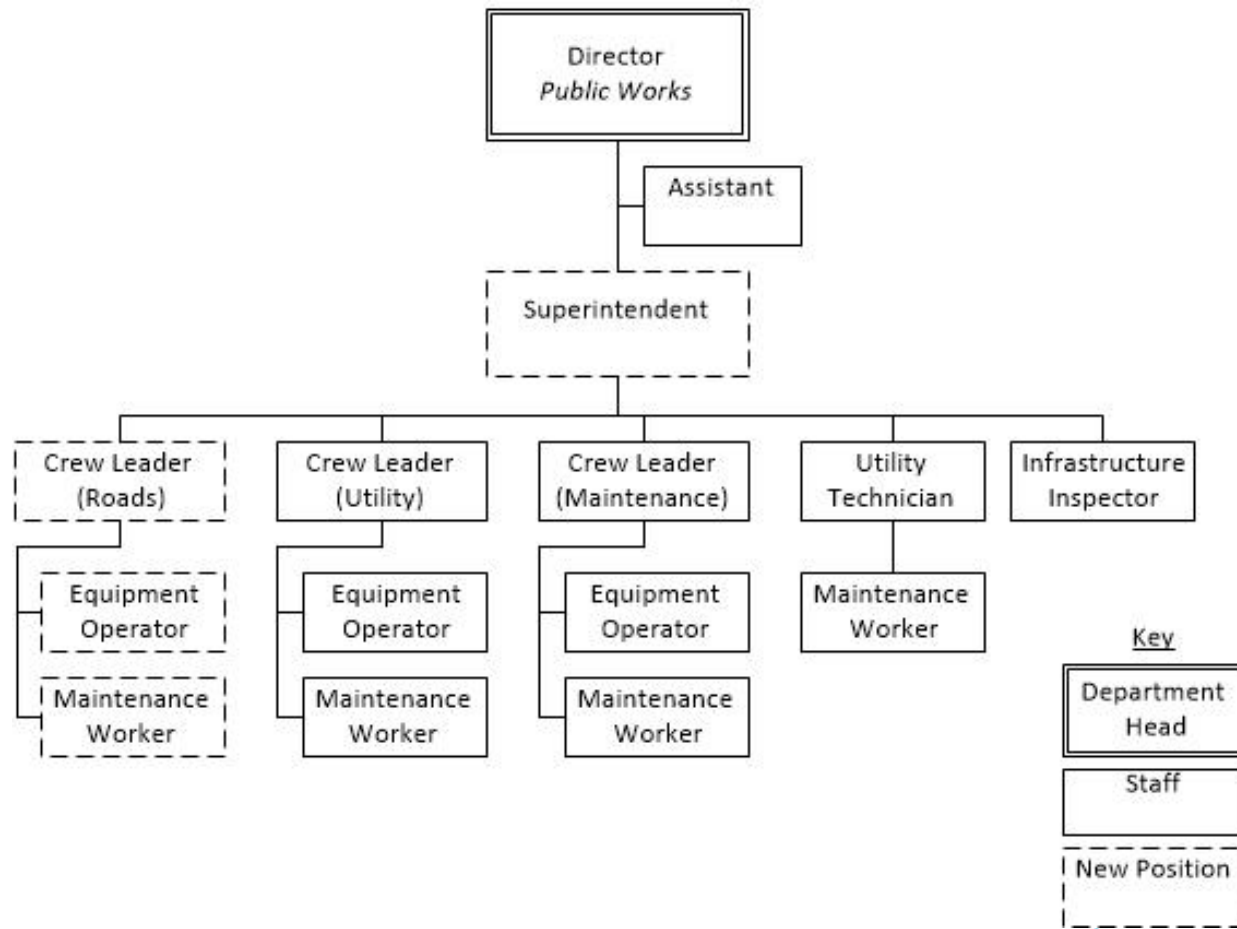


*Projected

TOWN OF NORTHLAKE
Police Department
Organizational Chart



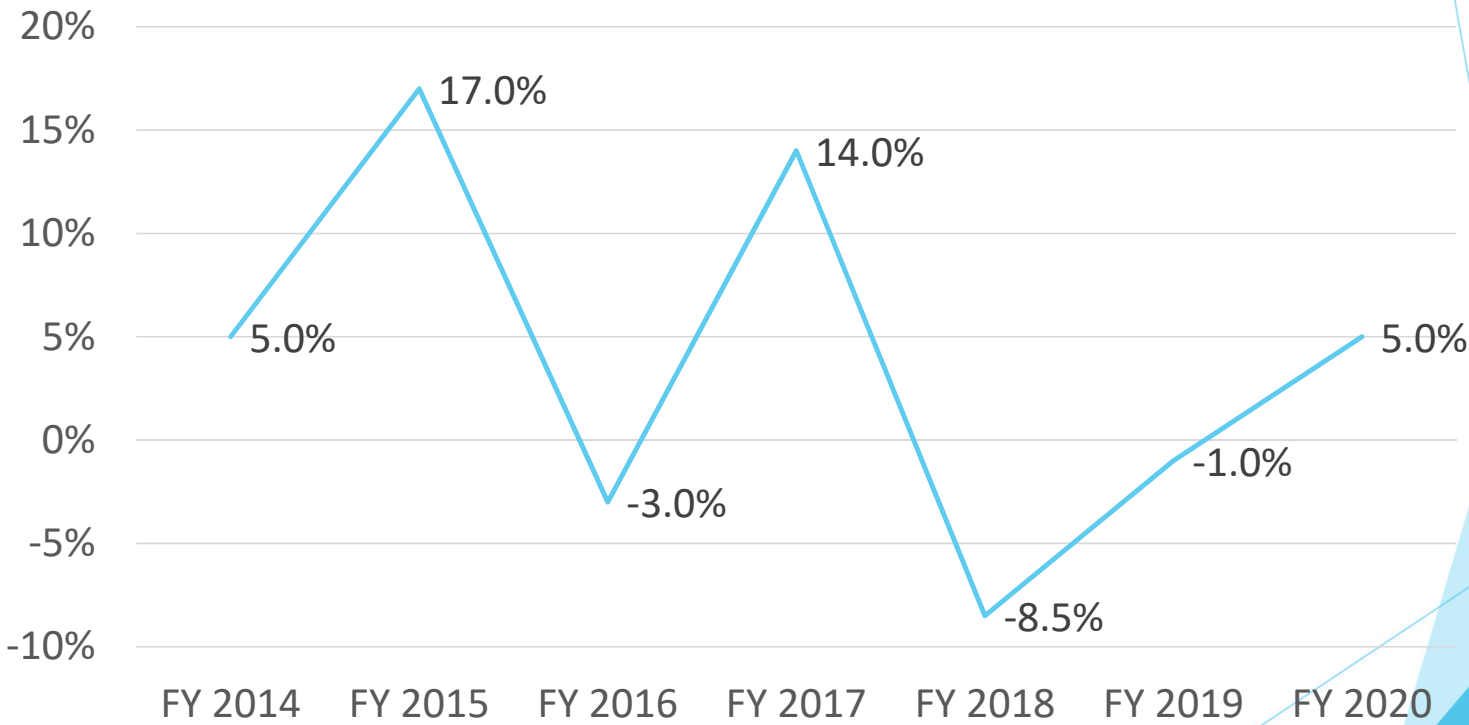
TOWN OF NORTHLAKE
Public Works
Organizational Chart



Health Benefits

- ▶ FY 2014 - 5% cost increase (changed provider)
- ▶ FY 2015 - 17% cost increase (offset with increased deductibles)
- ▶ FY 2016 - 3% cost decrease
- ▶ FY 2017 - 14% cost increase (offset with increased deductibles)
- ▶ FY 2018 - 8.5% cost decrease
- ▶ FY 2019 - 1% cost decrease
- ▶ FY 2020 - 5% cost increase (original projection 15%)
 - ▶ Adding prior service credit to TMRS, no monetary impact
 - ▶ Increasing HSA contribution from \$75 to \$100 per month

Healthcare Cost Changes



Fund Reserves - Standard Practice

Fund	Minimum Reserve	Actual Reserves	Available Balance
General	3 months	6.0 months	\$2.38 M
Utility	6 months	2.8 months	\$1.21 M
EDC/CDC	Not applicable	36.3 months	\$1.17 M
Internal Services	Not applicable	1.8 months	\$0.23 M

All Outstanding Debt

Series	Initial Amount	Remaining Principal	Interest Rate	Term	Early Payment	Funding Source
2018	\$11.4 M	\$11.0 M	3.45%	2038	2028	GF/UF
2016R	\$1.4 M	\$1.1 M	1.58%	2025	N/A	GF
2016	\$7.0 M	\$6.2 M	2.08%	2036	2026	GF
2014A	\$4.2 M	\$3.4 M	3.00%	2034	2024	PID
2014B	\$0.4 M	\$0.3	3.00%	2034	2024	UF
Total	\$24.4 M	\$22.7 M				

GF – General Fund, UF – Utility Fund, PID – Public Improvement District (Highlands)

EDC / CDC Incentives History

Incentive	FY 2016	FY 2017	FY 2018	FY 2019
Northport Infrastructure Participation	\$500,000			\$350,000
Farmer Brothers Jobs Grant		\$120,000	\$101,000	\$86,000
Sonic Pioneer Grant		\$62,500		
Rosa's Café Pioneer Grant		\$150,000		
Stream Construction Sales Tax Reimb.		\$134,900	\$209,008	
Wesco Aircraft Jobs Grant			\$80,000	
IHOP Pioneer Grant			\$150,000	
BurgerIM Pioneer Grant				\$25,000
Sam Lee Driveway Relocation				\$30,000
Dale Earnhardt Culvert Extension				\$300,000
Total	\$500,000	\$467,700	\$540,008	\$770,000

Water & Wastewater Fund Expenditures

Service Type	Cost
Payroll & Benefits	\$519,250
Supplies	\$61,082
Maintenance	\$138,810
Wholesale Water	\$2,000,000
Sewer Treatment	\$1,000,000
Utilities	\$63,220
Services	\$93,600
Internal Services	\$154,800
Capital Outlay	\$428,100
Transfers	\$300,881
Requests	\$314,526
Total	\$5,074,269

Public Works Track Mower

- ▶ Altoz TRX 766i Vanguard
- ▶ Cutting Width - 66"
- ▶ Max Speed - 10 mph
- ▶ Rear track width - 11"
- ▶ Weight - 1600 lbs.
- ▶ 37 HP Engine
- ▶ 993cc displacement



Police Building Project

Component	Cost	Landlord Allowance	Town Amount
Interior Finish-out	\$600,000	\$250,000	\$350,000
Security System	\$150,000		\$150,000
Architect	\$50,000		\$50,000
Telecom/LAN	\$50,000		\$50,000
Furniture	\$75,000		\$75,000
Secure Parking	\$50,000		\$50,000
Total	\$975,000	\$250,000	\$725,000

2019/2020 Budget Calendar

Thursday, May 23	Budget Principles/Goals
Thursday, June 20	Budget Outlook
Thursday, July 11	Preliminary Budget
Thursday, August 1	Proposed Budget & Tax Rate
Thursday, August 22	Tax Rate Hearing (1 st) Budget Hearing
Thursday, August 29	Tax Rate Hearing (2 nd)
Thursday, September 12	Adopt Budget & Tax Rate