

1. Agenda

Documents:

[8-22-2019 AGENDA.PDF](#)

2. Meeting Materials

Documents:

[COUNCIL PACKET 8-22-19.PDF](#)



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

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

**Town Council Agenda
Thursday, August 22, 2019 at 6:30 pm
Chamber Room - 1500 Commons Circle, Suite 300 - Northlake, Texas 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, August 22, 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 Regular Work Session to Order
Invocation, Pastor Travis Hartjen, The Grove Church
Pledge of Allegiance to the American Flag
2. Briefing Items
Northlake Purchasing Policy Review and Update
3. Call Regular Meeting to Order
4. Public Input
This item is available for citizens to address the Town Council on any issues that are not the subject of a public hearing. No action by law may be taken on the topic. The presiding officer reserves the right to impose a time limit on this portion of the agenda
5. Consent Items
All items listed below are considered routine by Town Council and will be enacted with one motion. There will be no separate discussion of items unless a Councilmember so requests, in which event the item will be removed and considered separately
 - A. Consider for approval the Town Council meeting minutes of August 1, 2019
6. Regular Items
 - B. Consider for approval a Site Plan of Northlake Commons Phase 4, a proposed two-building, 18,136 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
 - C. Consider for approval a Site Plan of Northlake Commons Phase 5, a proposed two-building, 17,770 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

- D. 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
- E. Consider for approval an ordinance of the Town of Northlake, Texas designating a certain area as a Reinvestment Zone for Commercial/Industrial Tax Abatement in the Town of Northlake, to be known as Reinvestment Zone No. 4, Town of Northlake, Texas; establishing the boundaries thereof; providing a savings clause; and an effective date
 - i. Public Hearing
 - ii. Ordinance No. 19-0822A
- F. Consider for approval an resolution of the Town of Northlake, Texas establishing the Schluter 2019 Program and approving a Tax Abatement & Chapter 380 Economic Development Agreement with Schluter Systems, L.P. pursuant to the Town's Incentive Policy to promote economic development and stimulate business and commercial activity in the Town; providing for required notices; and providing for an effective date (Resolution No. 19-16)
- G. Consider for approval a Final Plat of The Highlands Phase II, a subdivision consisting of 76 residential lots on a 96.29-acre tract of land in the A. McDonald Survey, Abstract No. 785, generally located south of Northwest Crossing in The Highlands Phase I between Mulkey Lane and Sutherland Crescent, and zoned Rural Estate (RE). RCM Highlands, LP is the owner/applicant/developer. Barron-Stark Engineers, LP is the engineer/surveyor. Case # FP-19-010
- H. Consider for approval a Final Plat of The Ridge at Northlake Phase 1, a subdivision consisting of 267 residential lots and 20 common area lots on an 86.072-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 1,600 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/surveyor. Case # FP-19-011
- I. Consider for approval an ordinance to amend the Mixed-Use Planned Development (MPD) zoning district for The Ridge at Northlake by adding a provision for a temporary manufactured home. TMRY Ridge, LP is the owner/applicant. JBI Partners is the engineer/surveyor. Case # PD-19-003
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- J. First Public Hearing on a proposed property tax rate for Fiscal Year 2019-2020 of \$0.295 per \$100 assessed valuation to be considered for adoption by the governing body of the Town of Northlake, Texas at the September 12, 2019 meeting
- K. Public Hearing on the Proposed Budget for Fiscal year 2019-20 beginning on October 1, 2019 and ending on September 30, 2020 for the Town of Northlake, Northlake Economic Development Corporation, Northlake

Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands)

- L. Consider for approval a resolution nominating up to five people for the Denton Central Appraisal District Board of Directors (Resolution 19-17, if needed)

7. Convene into Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: 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; or
 - (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; or
 - (h) Contract provisions applicable to the Town Administrator; or
 - (i) Interlocal agreement between Town and City of Fort Worth executed on August 6, 1997
- 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 Business Expansion

8. Open Session

- M. 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
- N. 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 by resolution
- O. Consider for approval an agreement between the Town of Northlake and Lodging Host Hotel Corp. concerning development of a Hotel Conference Center in the Town limits of Northlake and authorize the Town Administrator to negotiate and enter into said agreement on behalf of the Town

9. 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 15th day of August 2019 by 9:00 pm



Drew Corn, Town Administrator

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



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Regular Work Session

Agenda Item 1



Briefing Items

Agenda Item 2

Memo

To: Honorable Mayor and Town Council
From: John Zagurski, Finance Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 2019
Re: Northlake Purchasing Policy Review and Update

Overview

The Town's Purchasing Policy was adopted in 2009. It has been ten years since a major revision to the policy and purchasing thresholds. Since 2009 Town staff went from 15 full time employees to 38 full time employees. The services that the Town provides have grown increasingly more complex. What has also changed is technology and the way in which goods and services are purchased, quoted, and charged. The Town's Purchasing policy needs to be updated to meet complexity of the Town's organizational structure as well as increase operational efficiency.

Major Changes

Increase Purchase Order (PO) threshold from \$50.00 to \$3,000.00 - There are several reasons for changing the Purchase Order (PO) threshold from \$50.00 to \$3,000.00. The largest is that the PO process exist to establish price through a quote, gain approval through the appropriate levels, and generate a contract between the purchaser and the provider (guaranteeing payment for a quoted price), this is no longer done on items with as low as value as \$50.00. More often price is stated, not negotiated, on items low in value. To keep this requirement of a quote on items between \$50-\$3,000 in value would apply a purchasing standard that is no longer current. With the flourishment of online retails and sales, price is easily determined and often non-negotiable. Quotes are often a printout of a web page or catalog, that must be submitted electronically and approved. Once a purchase order is issued, an invoice mirroring that quote, can be submitted for payment once good and services are delivered. This process did not lower the price or improve service delivery. It created redundant information in the financial system, increased the usage of paper, and slowed service delivery.

The increased in professional and administrative staffing is another reasoning behind recommending this change. Directors now have sufficient staffing to take on a more active and discerning role in the purchasing process. Utilizing their professional knowledge and staffing, they are now better able to evaluate the price of goods and service, compared with when the organization was small, most of the Directors time would have been spent on daily operations and not on the procurement of goods. Delaying the purchase of goods and services with low administrative purchasing thresholds ultimately hinders timely service provision and ads a layer of bureaucracy that neither improves the quality of

services nor prevents fraudulent activity. Raising this threshold improves organizational efficiency will maintaining an effective system of internal controls. All purchases are still reviewed and input by finance staff, and the payments are all authorized by the Town Manager and Town Secretary.

Written quotes starting at \$3,000 - Decreasing the threshold of when written quotes are need from \$10,000 to \$3,000 ensures compliance with Texas Local Government Code Chapter 252.0215, Historically Underutilized Business, quote requirement. As stated previously with the increase in professional and administrative staffing Directors are now able to take on a larger role in the procurement process. Increased due diligence is a part of the purchasing process and by formalizing it in the policy, codifies the process. Since 2009 there has been a large growth in the number of purchasing cooperatives, these organizations, when used, significantly lessen the administrative burden placed on small government staffs. They ensure that all local government purchasing requirements are met when a price is provided. I don't see this change as an impediment to efficiency.

Increasing departmental approval from \$50 to \$10,000 - This is a departure from the 2009 version of the policy. The biggest reason for this change in the approval threshold is redundant. The Town Administrator grants approval of the requisition, and then approves again with the signing of the check. This process does not include a finance department approval for compliance with the policy or state purchasing requirements. It is not till after the transaction has occurred that the Finance department reviews. With the growth of a finance staff from 1 position in 2009 to 4 in 2019 there is sufficient staff and professional knowledge to conduct the review. This will ensure that there is ample due diligence and all policies are followed. The Town Administrator is still the final authorization upon the issuance of the payment. The Town Manager and Town Secretary are still both required to issue the payment.

Vendor Packets - This is one area that the Town Administrator and I felt we were underutilizing the current vendor system. A vendor packet will allow the staff to gather contact and payee information that can be utilized in the prevention of fraud. The larges area of risk for fraud in the Town of Northlake is in our Accounts Payable process. Without contact information for the vendor there is not an easy way to validate changes in vendor information. This can be exploited and thus needs to be addressed immediately. Next the Town will begin collecting conflict of interest forms from vendors. This requires businesses disclose conflicts with staff and council members before purchases are made. The disclosure is mandatory on purchases in excess of \$2,500 but it is good to have this on all vendors.

Minor Changes

- Updated the Town Manager's purchase and change order threshold to match the current Town Administrator's contract
- Removed the lowest bidder acceptance language
- Formalized statutory requirements in the policy
- Shortened descriptions in the policy

Please contact me at 940.648.3290 ext. 223 if you have any questions or comments.

Purchasing Policy Update

Town of Northlake
Town Council Meeting
August 22, 2019



1

Overview



- ▶ The Town's Purchasing Policy was adopted in 2009.
- ▶ It has been ten years since a major revision
- ▶ 2009 town staff went from 15 full time employees to 38 full time employees
- ▶ Services provision has grown increasingly more complex.
- ▶ The way in which goods and services are purchased, quoted, and charge
- ▶ The policy needs to be updated to meet complexity of the Town's organizational structure as well as increase operational efficiency.

2



Key Changes

- ▶ Increase Purchase Order (PO) threshold from \$50.00 to \$3,000.00
- ▶ Written quotes starting at \$3,000
- ▶ Increasing departmental approval from \$50 to \$10,000
- ▶ Institution of a Vendor Packets

3

Increase Purchase Order (PO) threshold from \$50 to \$3,000

- ▶ PO process exist to establish price through a quote, gain approval through the appropriate levels, and generate a contract between the purchaser and the provider (guaranteeing payment for a quoted price)
 - ▶ Price is stated, not negotiated, on items low in value
 - ▶ This purchasing threshold is no longer current
 - ▶ Online retailers make price is easier to determined and often non-negotiable
 - ▶ It created redundant information in the financial system, increased the usage of paper, and slowed service delivery

4

Increase Purchase Order (PO) threshold from \$50 to \$3,000 Continued

- ▶ The increased in professional staffing
 - ▶ Directors now have staffing to take on a more active and discerning role in the purchasing process.
- ▶ Delaying the purchase of goods and services with low administrative purchasing thresholds ultimately hinders timely service provision and adds a layer of bureaucracy that neither improves the quality of services or prevents fraudulent activity.
- ▶ Raising this threshold improves organizational efficiency while maintaining an effective system of internal controls. All purchases are still reviewed and input by finance staff, and the payments are all authorized by the Town Manager and Town Secretary.

5

Written quotes starting at \$3,000

- ▶ Ensures compliance with Texas Local Government Code Chapter 252.0215, Historically Underutilized Business, quote requirement.
- ▶ Increase in professional and administrative staffing
 - ▶ Directors are now able to take on a larger role in the procurement process
- ▶ Not more administratively heavy, due to large growth in the number of purchasing cooperatives,
 - ▶ Ensures all local government purchasing requirements are met when a price is provided

6

Increasing departmental approval from \$50 to \$10,000

- ▶ Approval threshold is redundant
 - ▶ The Town Administrator grants approval of the requisition, and then approves again with the signing of the check.
 - ▶ Does not include a finance department approval for compliance with the policy or state purchasing requirements. It is not till after the transaction has occurred that the Finance department reviews.
- ▶ Size of Finance staff is support and conduct review
 - ▶ Will ensure that there is ample due diligence and all policies are followed
 - ▶ Town Administrator is the final authorization upon the issuance of the payment

7

Institution of a Vendor Packet

- ▶ Will allow the staff to gather contact and payee information
 - ▶ Heavily utilized in the prevention of fraud
 - ▶ The largest area of risk for fraud in the Town of Northlake is Accounts Payable
 - ▶ Without contact information for the vendor there is not an easy way to validate changes in vendor information
- ▶ Conflict of Interest Form is included in the vendor packet
 - ▶ This requires businesses disclose conflicts with staff and council members before purchases are made
 - ▶ The disclosure is mandatory on purchases in excess of \$2,500 but it is good to have this on all vendors

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Minor Changes

- ▶ Updated the Town Manager's purchase and change order threshold to match the current Town Administrator's contract
- ▶ Removed the lowest bidder acceptance language
- ▶ Formalized statutory requirements in the policy
- ▶ Shortened descriptions in the policy

**TOWN OF NORTHLAKE, TEXAS
PURCHASING POLICY
CREATED AUGUST 2009**

SECTION 1. PURPOSE.

- A. The purpose of this Policy shall be to establish guidelines for procurement of supplies, materials and services for the Town of Northlake, Texas (the Town).
- B. This Policy shall also establish the internal control procedures that all vendors and Town personnel are to follow. Internal control is required to assist in prevention of any unauthorized purchases by the Town, and any evidences of collusion by vendors.
- C. This Policy shall further establish guidelines in order to provide the citizens and taxpayers of the Town assurance that the best use of the available resources of the Town are being realized. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the Town.
- D. The statutory authority for this Policy shall be the Local Government Code, V.C.T.A., Section 252, and other State of Texas statutes that may be referenced herein or which may be applicable to the Town's procurement practices and procedures. While this Policy does not encompass every detail of the regulations, practices and statutes governing purchasing, it does provide the basic principles of the Town's procurement practices.

SECTION 2. THE PURCHASING FUNCTION.

The basic function of a municipal purchasing system is to support and enhance the delivery of Town services. The optimum performance of this function requires that the purchasing system continually provide departments of the Town with proper quality as well as proper quantity of requested commodities within an acceptable time frame, at the lowest cost. Unsatisfactory product quality or service performance also reflects on a supplier, and could be a factor in subsequent award determinations. Such unsatisfactory quality or performance can increase the Town's operating costs and must be taken into consideration when awards are made to the "lowest responsible bidder."

SECTION 3. PURCHASING POLICY. The following purchasing Policy is hereby established.

- A. Purchases not subject to competitive bidding.
 - 1. All purchases \$50 and above require a purchase order to be obtained from the Finance Department. Purchases less than \$50,000, or that amount set under current State law, are not subject to competitive bidding. The Town Administrator may authorize budgeted purchases less than \$10,000, in accordance with the procedures set forth below, provided, however, that the Town shall take into consideration the State law regarding Historically Underutilized Business laws, and any other State law requirements, as same may be applicable thereto:
 - (a) Purchases less than \$500 may be made without any competitive price quotations, but require the approval of the Town Administrator.
 - (b) Purchases greater than \$500, but less than \$10,000, may be made upon obtaining at least three (3) verbal competitive price quotations from vendors. These purchases must be authorized by the Town Administrator.

- (c) Purchases in excess of \$10,000 but less than \$50,000 may be made upon obtaining at least three (3) written competitive price quotations from vendors. These purchases must be authorized by the Town Council.
- 2. The Town Administrator is authorized to execute contracts and agreements in amounts less than \$10,000, including interlocal agreements, provided that such contracts and agreements have been approved and authorized by the Town Council, either by way of express separate action or, alternatively, if the funds to be expended under the contract or agreement have been budgeted therefore in the current budget year without separate specific Town Council approval. Purchases in amounts less than \$10,000, for which funds have not been specifically budgeted in the current budget year, must be expressly authorized and approved by separate action of the Town Council.
- B. Purchases subject to competitive bidding.
 - 1. Purchases in excess of \$50,000, or that amount set under current State law, shall be competitively bid, unless exempted by State law, and awarded only by the Town Council, except for those contracts and/or bids which have been awarded by other governmental entities with which the Town has an existing cooperative purchasing agreement (see Section d. below).
- C. Procurement of Professional Services. Contracts for professional services shall comply with the Professional Services Procurement Act, Article 664-6 (V.A.C.S.). The following guidelines shall apply to procurement of professional services.
 - 1. Professional services may not be awarded on the basis of competitive bidding.
 - 2. Professional services must be awarded on the basis of demonstrated competence and qualifications.
 - 3. The Town Administrator is authorized to execute contracts and agreements for professional services in an amount less than \$10,000 during a fiscal year period, without separate specified Town Council approval, provided that funds for such proposed professional services have been budgeted therefore in the current budget year.
 - 4. Separate Town Council approval shall be required for any professional service contract which will involve expenditure in excess of \$10,000 during a fiscal year period, on the basis of the above criteria.
- D. Local Government Cooperative Purchasing. Whenever it is determined to be advantageous to the Town, cooperative purchasing with other local governmental agencies may be used. Such cooperative agreements shall be approved by all governing bodies for each local agency participating in any purchasing cooperative. The provisions of the Local Government Code (Subchapter D, Sections 271.081 through 271.083) shall apply.
- E. Exceptions to Policy. Exceptions to the competitive bidding requirements for purchases shall comply with Local Government Code, Section 252.022, or any other State law which may provide for an exemption or deviation from competitive bidding requirements, including, as applicable, any alternative delivery methods authorized by State law.
- F. Authorization and Approval of Change Orders. Authorization and approval of change order shall follow the same dollar limitations and requirements as provided above in Section 3(a) and (b). The Town Council hereby grants authority to the Town Administrator to execute any and all change orders which involve a decrease or an increase of \$5,000 or less, provided the total contract expenditures remain within the budgeted amount, and provided that the change order is otherwise acceptable under applicable law.

TOWN OF NORTHLAKE PURCHASING POLICY

1. PURPOSE

- a. The purpose of this Policy shall be to establish guidelines for procurement of supplies, materials and services for the Town of Northlake (the Town).
- b. This Policy shall also establish the internal control procedures that all vendors and Town personnel are to follow. Internal control is required to assist in the prevention of any unauthorized purchases by the Town, and any evidence of collusion by vendors.
- c. This Policy shall further establish guidelines to provide the citizens and taxpayers of the Town with assurance that the best use of the available resources of the Town are being realized. Further, this Policy is intended to promote competition among bidders and vendors interested in providing products or services to the Town.
- d. The statutory authority for this Policy shall be the Local Government Code, Section 252, subsequent amendments, and other State of Texas statutes that may be referenced herein.

2. THE PURCHASING FUNCTION

- a. The basic function of a purchasing system is to support and enhance the delivery of Town services.
- b. The optimum performance of this function requires that the purchasing system continually provide departments of the Town with proper quality as well as proper quantity of requested commodities within an acceptable time frame, at the lowest cost.

3. PURCHASING POLICY

The following Purchasing Policy is hereby established.

- a. Purchases not subject to competitive bidding:
Purchases less than \$50,000 are not subject to the statutory competitive bid process (see below, Purchases subject to competitive bidding).
 - i. Purchases less than \$3,000 require approval by the Department Director or designee, and do not require competitive price quotations or an authorized requisition and purchase order.
 1. Invoice payment requests less than \$3,000 should be signed, coded (with a general ledger account number), and turned into the Finance Department for payment.
 2. If the vendor is not currently active with the Town, provide them

TOWN OF NORTHLAKE PURCHASING POLICY

with a vendor packet to be completed and submitted to the Finance Department. Payment cannot be remitted until vendor packet is received.

- ii. Purchases \$3,000 and above require:
 - 1. Compliance with the States Historically Underutilized Business (HUB) requirement and/ or,
 - 2. Three written quotes from vendors,
 - 3. Completed and authorized Requisition Form.
 - 4. If the successful vendor is not currently active with the Town, provide them with a vendor packet to be completed and submitted to the Finance Department.
 - 5. The Town Accountant will issue a Purchase Order after receiving:
 - a. An electronic Purchase Order request authorized by the Department Director,
 - b. Supporting written quotes including compliance with the States HUB requirements,
 - c. Vendor packet (if not a current vendor).
 - iii. Requisitions for purchases in excess of \$10,000 also require Town Administrator approval. If funds have not been specifically budgeted in the current budget year, then they must be expressly authorized and approved by separate action of the Town Council.
 - iv. Requisitions for purchases in excess of \$25,000 require Town Council approval.
- b. Purchases subject to competitive bidding.
- i. Purchases in excess of \$50,000 shall be competitively bid and awarded only by the Town Council.
 - ii. Sequential or component purchases exceeding \$50,000 during any fiscal year period shall be deemed as meeting the competitive bidding requirements of this Policy.
- c. Procurement of Professional Services. Contracts for professional services shall comply with the Professional Services Procurement Act, Government Code, Section 2254, and subsequent amendments. The following guidelines shall apply to procurement of professional services.
- i. Professional services may not be awarded on the basis of competitive bidding.
 - ii. Professional services must be awarded on the basis of demonstrated competence and qualifications.

TOWN OF NORTHLAKE PURCHASING POLICY

- iii. The Town Administrator may authorize and approve professional services less than \$25,000 during a fiscal year period, without specified Town Council approval, provided available funds are budgeted therefore.
- iv. The Town Council shall authorize any professional service contract which will exceed \$25,000 during a fiscal year period, on the basis of the above criteria.
- d. Cooperative Purchasing. Whenever it is determined to be advantageous to the Town, cooperative purchasing with other local governmental agencies may be used. Requester must provide contract number. Such cooperative agreements shall be approved by all governing bodies for each local agency participating in any purchasing cooperative. The provisions of the Local Government Code (Subchapter D, Sections 271.081 through 271.083) shall apply.
- e. Exceptions to Policy. Emergency procurements, professional services, purchases of land, items available from only one source, etc. are exceptions to the competitive bidding requirements for purchases and shall comply with Local Government Code, Section 252.022.
- f. Authorization and Approval of Change Orders. Authorization and approval of change orders shall follow the same dollar limitations and requirements as provided above in Section 3(a) and (b). The Town Council hereby grants the Town Administrator authority to execute any and all change orders which involve a decrease or an increase of up to \$25,000 or 25% of the original contract, provided the total contract expenditures remain within the budgeted amount.
- g. Vendor Packets. Vendor packets are a crucial part of the accounts payable system. They allow for fraud prevention by providing vendor contact information that allows for the authentication of vendor file changes. All active vendors must have a complete vendor packet containing: the vendor management page, a signed W-9, and a conflict of interest disclosure questionnaire. Vendor Packets will be updated annually with all vendors.



Vendor Management

Vendor #: _____

Vendor Name: _____

Phone: _____

Fax: _____

Contact: _____

E-mail: _____

Taxpayer ID: _____

Taxpayer ID Type: EIN ☐ SSN ☐

Vendor Classification (if any) - Must Provide Certificate of Classification:

- ☐ Historically Underutilized Business (HUB)
☐ Women Owned Business (WOB)
☐ Minority Owned Business (MOB)

Remittance Address:

Address: _____

City: _____

State: _____

Zip Code: _____

Shipping Address:

Address: _____

City: _____

State: _____

Zip Code: _____

The Town of Northlake's terms are net 30

Does your firm offer a discount? (Yes or No)

If yes, what are they? _____

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number										
				-			-			
or										
Employer identification number										
				-						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



Regular Session

Agenda Item 3



Public Input

Agenda Item 4



Consent Items

Agenda Item 5



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 Minutes
Thursday, August 1, 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

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; John Zagurski, Finance Director; Robert Crawford, Chief of Police; Eric Tamayo, Public Works Director; Sergeant Alex Arnold; Detective Doug Williams; Kyle Garcia, Planner; and Shirley Rogers, Town Secretary

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

Invocation given by Nathan Reddin
Pledge of Allegiance to the U.S. led by Mayor Rettig

2. Special Recognition

Chief Crawford recognized Sergeant Alex Arnold, Northlake Police Department graduation from Tarleton State University Bachelor's Degree in Criminal Justice Administration. Sgt. Arnold was recognized by TCOLE with Academic Recognition Certificate and presented with an award bar. Sgt. Arnold started taking classes in the fall of 2013, being the first employee of Northlake to use the tuition reimbursement program approved by town council several years ago

Chief Crawford recognized Detective Douglas Williams, Northlake Police Department completion of Major Crimes Investigator course which included basic criminal investigation, forensic photography, courtroom testimony, death investigation and collision reconstruction. Det. Williams received a Certificate of Merit Award bar for his exemplary actions. Chief Crawford said he had gone above and beyond in many cases he has investigated, through his persistence, research efforts and overall ability

3. Briefing Items

A. Proposed amendment to The Ridge at Northlake Mixed-Use Planned Development (MPD)

Ryan Hughey addressed the council on the request to amend the MPD by adding a provision for a temporary manufactured home to the PD

B. FY 2020 Proposed Budget Presentation

John Zagurski, Finance Director, presented the power point on the FY 2019-20 Proposed Budget prepared by Mayor Rettig, Drew Corn, Town Administrator and himself

Current proposed budget is balanced with increased resources dedicated to public safety and public works. The resources are needed to manage the increased scope of Northlake municipal operations. Budget based on continuing 29.5 cents tax rate which includes two types of homestead exemption: \$15,000 over 65 and disabled, and a new general 5% homestead exemption

4. Mayor Rettig called the special meeting to order at 7:29 pm, quorum present
5. Public Input

Joel McGregor, Northlake resident, stated he was against the use of imminent domain when trying to buy land, said property owners had rights too. Against the town giving out tax abatements or offering incentives to businesses. Thought offering additional homestead exemption was good for residents

Michael Savoie, Northlake resident, asked council to not misuse imminent domain when considering land for public purposes. On the proposed budget, asked council not to forget the past, has concerns about the debt amount, be careful and have good direction. Had concerns on whether the hotel/conference center was a good financial deal. Stated council should remember the citizens are the main concern of the town

6. Consent Items

Council Member Hardeman asked to pull Items F-G-H for further discussion

Councilmember Hardeman moved to approve items C-D-E. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous

For: Hardeman, Montini, Lambert, Session, Simpson

C. Town Council meeting minutes of June 20, 2019

D. Town Council meeting minutes of July 11, 2019

E. 2019 Interlocal Cooperation Agreement between the Denton County and Town of Northlake regarding assessment and collection of applicable taxes

Mayor Pro Tem Montini moved to approve items F-G-H. 2nd by Council Member Lambert

Vote: motion passed unanimous

For: Montini, Lambert, Hardeman, Sessions, Simpson

F. 2019 Interlocal Cooperation Agreement between Denton County and Northlake PID No. 1 (Harvest) regarding assessment and collection of applicable taxes

G. 2019 Interlocal Cooperation Agreement between Denton County and The Highland PID No. 2 regarding assessment and collection of applicable taxes

H. 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. Council Member Hardeman made the motion to approve Resolution No. 19-14 for the appointment of Sue Tejml to the Board of Managers of the Denco Area 9-1-1 District. 2nd by Council Member Lambert

Vote: motion passed unanimous

For: Hardeman, Lambert, Montini, Sessions, Simpson

Sue Tejml was present, gave an update on the Denco Area 9-1-1 District

J. Mayor Pro Tem Montini made the motion to approve Resolution No. 19-15 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. 2nd by Council Member Simpson

Vote: motion passed
For: Montini, Simpson, Sessions, Lambert
Against: Hardeman

Mayor Pro Tem Montini made the motion to approve Items K-L-M together. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Montini, Sessions, Simpson, Lambert, Hardeman

- K. 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. 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. 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

Mayor Rettig tabled Items N-O-P until the August 22nd meeting

- N. 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. 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. 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. Mayor Pro Tem Montini made the motion to approve the 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. 2nd by Council Member Lambert

Vote: motion passed unanimous
For: Montini, Lambert, Hardeman, Sessions, Simpson

Council Member Simpson made the motion to approve Items R & S together. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Simpson, Sessions, Montini, Lambert, Hardeman

- R. 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. 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. 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

Vote 1:
Council Member Simpson made the motion to adopt a proposed tax rate of \$0.295. 2nd by Council Member Session

Vote: motion passed unanimous
For: Simpson, Sessions, Montini, Lambert, Hardeman

Vote 2:
Council Member Hardeman made the motion to set the tax rate hearings for August 22, 2019 and August 29, 2019. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Hardeman, Simpson, Sessions, Montini, Lambert

Vote 3:
Council Member Simpson made the motion to set the date of adoption of tax rate for September 12, 2019. 2nd by Council Member Hardeman

Vote: motion passed unanimous
For: Simpson, Hardeman, Lambert, Montini, Session

- U. Council Member Hardeman made the motion to approve 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). 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Hardeman, Sessions, Simpson, Montini, Lambert

- V. Council Member Sessions made the motion to cancel the regular meeting on August 8, 2019. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman

8. By general consent, the board convened into Executive Session at 8:56 pm to discussed items 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: 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 Business Expansion

9. Mayor Rettig reconvened the board into open session at 9:53 pm

No action taken as a result of the closed session

W. No action taken - 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. No action taken - 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

Y. No action taken - approval an agreement between the Town of Northlake and Lodging Host Hotel Corp. concerning development of a Hotel Conference Center in the Town limits of Northlake and authorize the Town Administrator to negotiate and enter into said agreement on behalf of the Town

10. By general consent, the meeting was adjourned at 9:53 pm

Passed and approved on this the 22nd day of August 2019

Town of Northlake, Texas

David A. Rettig

Attest:

Shirley Rogers, Town Secretary



Regular Items

Agenda Item 6

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 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 two-building, 18,136 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 71 parking spaces in the phase. 73 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 design 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 Nichiha wood panel, a cementitious fiberboard product, or corrugated metal panels, exceeding 15%. 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. Similar materials are used on the current buildings within the development, and the buildings within this phase are designed for compatibility with them while adding variation in the design. Staff has no objection to this variance.

Updates: This site plan was first presented at the August 8th Town Council meeting, where it was tabled to give the developer an opportunity to provide supporting documentation for the exterior materials variance. Color elevations with all material calculations are now provided for each building. Alternative elevations meeting Town requirements are also provided. The alternative elevations show stucco in the place of Nichiha and corrugated panel. Perspective renderings are also provided to give a better idea of what the buildings will look like. Finally, the site plan was changed to combine Buildings 4B & 4C into a single building. This change is also reflected in the building elevations.

Staff Findings: Staff has reviewed the site plan package and finds it meets 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. CONTRACTOR SHALL OBTAIN ALL INFORMATION ON UTILITY LOCATIONS, 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 START CONSTRUCTION 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.

A north arrow pointing upwards, labeled with N, S, E, and W. Below the arrow is a graphic scale bar with markings at 20, 10, 0, 20, and 40. The text "GRAPHIC SCALE: 1" = 20 Feet" is printed below the scale bar.

EXISTING	PROPERTY LINE	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	11,836 SF
	BLDG AREA TOTAL	18,136 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	12.31%	8405.00 SF
IMPERVIOUS AREA	87.69%	59891.00 SF
PARKING DATA		
REQUIRED PARKING		73
PROVIDED PARKING		71
REQUIRED ACCESSIBLE PARKING		4
PROVIDED ACCESSIBLE PARKING		6
* 1 SPACE PER 250 BLDG SQFT - RETAIL/COMMERCIAL		

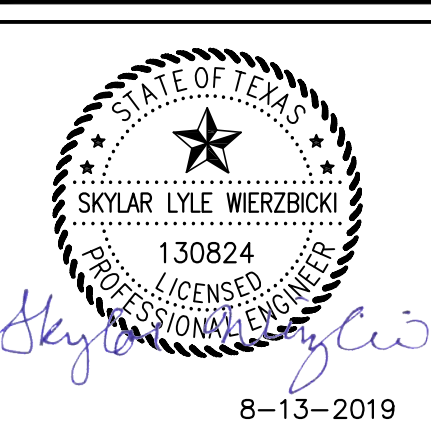
SITE PLAN
of
NORTHLAKE COMMONS PHASE 4
Lot 2, Town Commons
Town of Northlake, Denton County, Texas
1.568 Acres
Zoned Mixed-Use Planned Development (MPD)
August 2019



Office Equity Solutions

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

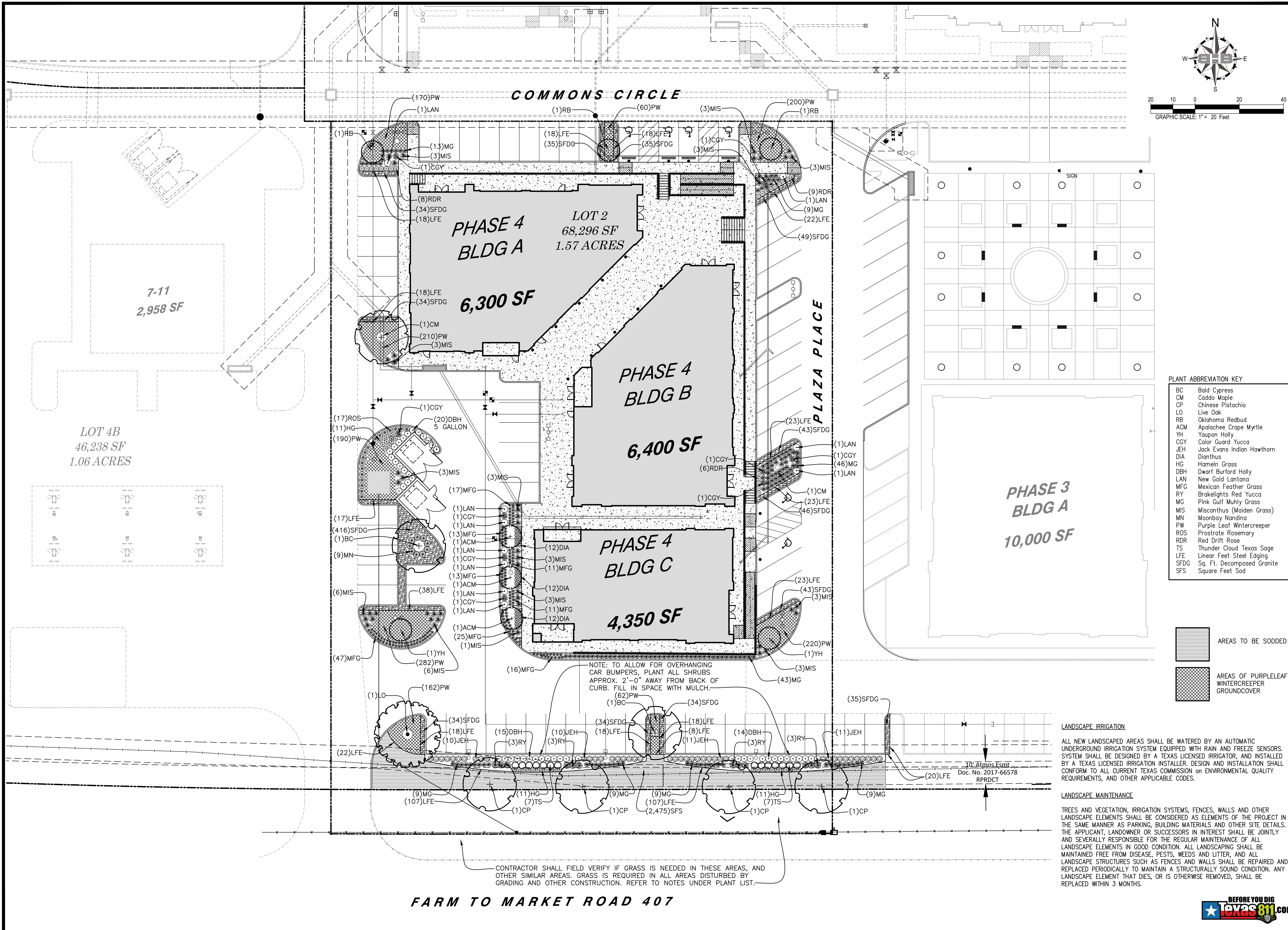
SITE PLAN

[illegible]

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

SHEET
4
4 of 25

7.17.2019 2:10PM \\BIB-29\\cadd\\2018.000\\2018.758.000\\Town Commons Lot 2 Phase 4 - Northlake01 CADD\\03 Landscape\\CADD\\758Landscape Plan.dwg LANDSCAPE PLAN



PLANT ABBREVIATION KEY

BC	Bald Cypress
CM	Caddo Maple
CP	Chinese Pistachio
LO	Live Oak
RB	Oklahoma Redbud
ACM	Apalachee Grape Myrtle
YH	Yaupon Holly
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 Gulf Muhly Grass
MIS	Miscanthus (Maiden Grass)
MN	Moonbay Nandina
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.

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
TBE Firm #44 - TBPLS Firm #1001302

Office EQUITY SOLUTIONS

365 Miron, Suite A,
Southlake, TX 76092

NORTHLAKE COMMONS LOT 2 PHASE 4

CLEVELAND-GIBBS RD & FM 407

NORTHLAKE, TX 76002

LANDSCAPE PLAN

NO.	DESCRIPTION	DATE



7-17-2019

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



7/17/2019 2:34PM \\Biba-29\cad\2018.000\0002018.756.000\Twin Commons Lot 2 Phase 4 - Northlake\01 CAD\03 Landscape\CADD\756Landscape 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	2	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
YH	Yaupon Holly Ilex vomitoria	2		6'/4'	NURSERY GROWN; FULL; MIN. 3 TRUNKS
LO	Live Oak Quercus virginiana	1	3" Caliper	12'/5'	NURSERY GROWN; FULL; 7' MIN. BRANCHING HEIGHT
RB	Oklahoma Redbud Cercis reniformis 'Oklahoma'	3	2" Caliper	6'/4'	NURSERY GROWN; FULL
ACM	Apalachee Crape Myrtle Lagerstroemia 'Apalachee'	3		6'/4'	NURSERY GROWN; FULL; MIN. 3 TRUNKS

Shrubs and Groundcover

KEY	PLANT NAME	QUANTITY	CONTAINER	MIN. HT/SPR.	NOTES
PW	Purpleleaf Wintercreeper Euonymus fortunei 'Coloratus'	1,556	4" POT		FULL; SPACE 12" ON CENTER; MIN. 3 RUNNERS; EACH RUNNER MIN. 6" LONG
CY	Color Guard Yucca Yucca filamentosa 'Color Guard'	9	5 GALLON		FULL
DIA	Dianthus Dianthus 'Firewitch'	36	1 GALLON		FULL
DBH	Dwarf Burford Holly Ilex cornuta 'Burfordii nana'	29	10 GALLON	30"/20"	FULL
DBH 5 GALLON	Dwarf Burford Holly Ilex cornuta 'Burfordii nana'	20	5 GALLON	18"/14"	FULL
HG	Hameln Grass Pennisetum apercuroides 'Hameln'	33	1 GALLON		FULL
LAN	New Gold Lantana Lantana 'New Gold'	10	1 GALLON		FULL
RY	Brakelights Red Yucca Hesperaloe parviflora 'Perpa' Brakelights	12	3 GALLON		FULL
MFG	Mexican Feather Grass Nassella tenuissima	153	1 GALLON		FULL
MG	Pink Muhly Grass Muhlenbergia capillaris	147	1 GALLON		FULL
JEH	Jack Evans Indian Hawthorn Rhopilepis indica 'Jack Evans'	42	10 GALLON	24"/18"	FULL
MIS	Maiden Grass Miscanthus sinensis 'Adagio'	46	1 GALLON		FULL
MN	Moonbay Nandina Nandina domestica 'Moonbay'	9	5 GALLON	16"/14"	FULL
RDR	Red Drift Rose Rosa 'Meipalgio'	23	5 GALLON	12"/12"	FULL
ROS	Prostrate Rosemary Rosmarinus officinalis 'Prostratus'	17	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	2,475 Sq. Ft.	Tifway 419, Tex Turf 10, or other improved variety. Do not use common bermuda sod.
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Miscellaneous

LFE	536 Linear feet steel edging; COMMERCIAL GRADE 3/16" thick; black (preferred) or green; securely staked. Refer to detail.
SFDG	872 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 HYDOMULCH) 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 HYDOMULCH). 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 HYDOMULCH IS NOT SHOWN ON THE LANDSCAPE PLANS, THE LANDSCAPE CONTRACTOR SHALL DISCUSS WITH THE OWNER'S REPRESENTATIVE IF IT IS POSSIBLE TO INSTALL HYDOMULCH RATHER THAN SOD IN SOME GRASS AREAS. IF HYDOMULCH IS INSTALLED, IT SHALL BE SULTAN, BLACK JACK, OR SAHARA BERMUDA WITH A TACKIFIER ADDITIVE ON 4:1 OR GREATER SLOPES. BERMUDA HYDOMULCH SHALL ONLY BE APPLIED BETWEEN THE DATES OF MAY 1st AND SEPTEMBER 15th. BETWEEN SEPTEMBER 15th and MAY 1st, HYDOMULCH WITH ANNUAL RYE GRASS, AND RETURN AFTER MAY 1st TO REMOVE OR TILL IN RYE GRASS AND HYDOMULCH (OR SOD IF OWNER REQUESTS) WITH BERMUDA. PRIOR TO HYDOMULCHING, 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.

BAIRD, HAMPTON & BROWN

engineering and surveying

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TBSE Firm #44 - TBPLS Firm #10011302

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

PLANT LIST, IRRIGATION NOTES, SPECIFICATIONS

NO.	DESCRIPTION	DATE

REGISTERED LANDSCAPE ARCHITECT
THOMAS N. KELLY
1225
STATE OF TEXAS

7-17-2019

PROJECT NUMBER:	2018.756.000
DATE:	6/12/2019 DRAWN BY: TK
DESIGN BY:	TK CHECKED BY: TK

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IRRIGATION SHALL BE INSTALLED TO PROVIDE FULL COVERAGE, WITHOUT GAPS. OVER-SPRAY 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.

PRIOR TO CONSTRUCTION, THE GENERAL CONTRACTOR OR PAVING CONTRACTOR SHALL CONSULT WITH THE IRRIGATION CONTRACTOR REGARDING THE POSSIBILITY OF IRRIGATION SLEEVES WITHIN AREAS TO BE PAVED.

THE ABOVE NOTES ARE INTENDED TO SERVE AS GUIDELINES ONLY. THEY ARE NOT INTENDED TO OVERRULE THE OPINIONS AND RECOMMENDATIONS OF A LICENSED IRRIGATOR.

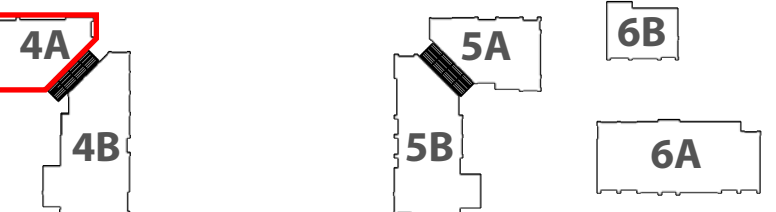
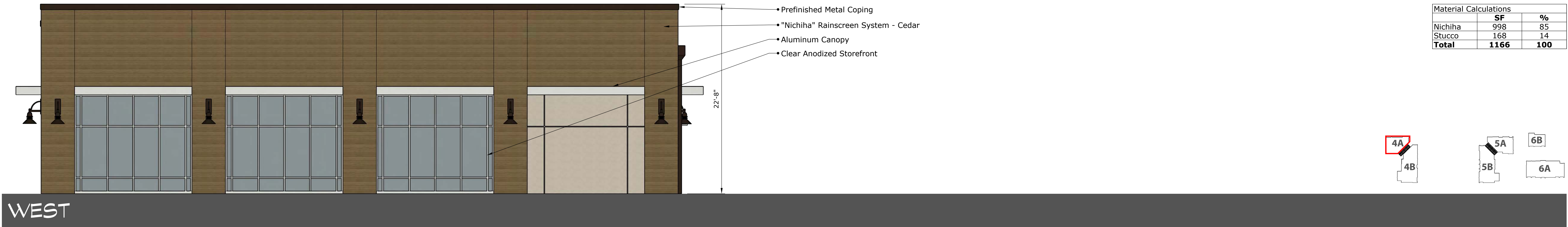
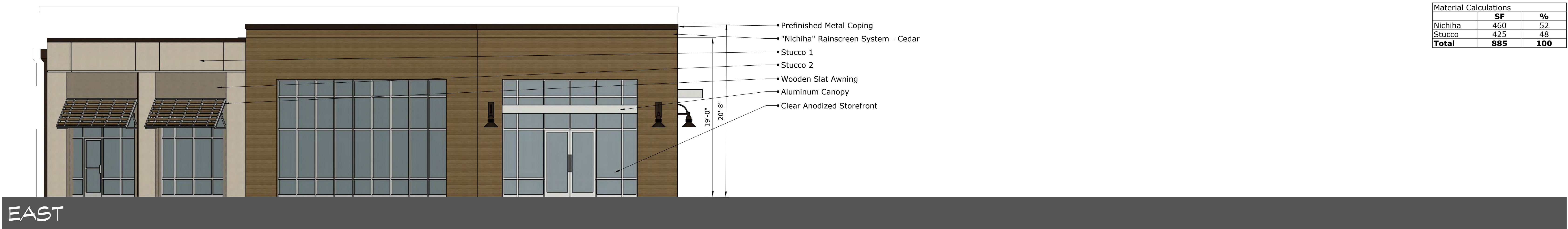
DESIGN/BUILD IRRIGATION NOTES

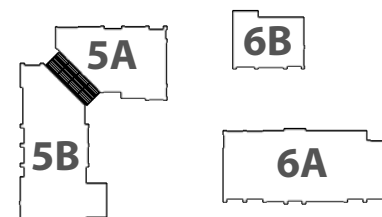
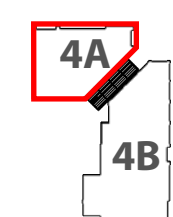
ALL NEW LANDSCAPED AREAS SHALL BE WATERED BY AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM EQUIPPED WITH RAIN AND FREEZE SENSORS. SYSTEM SHALL BE DESIGNED BY A TEXAS LICENSED IRRIGATOR, AND INSTALLED BY A TEXAS LICENSED IRRIGATION INSTALLER. DESIGN AND INSTALLATION SHALL CONFORM TO ALL CURRENT TEXAS COMMISSION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

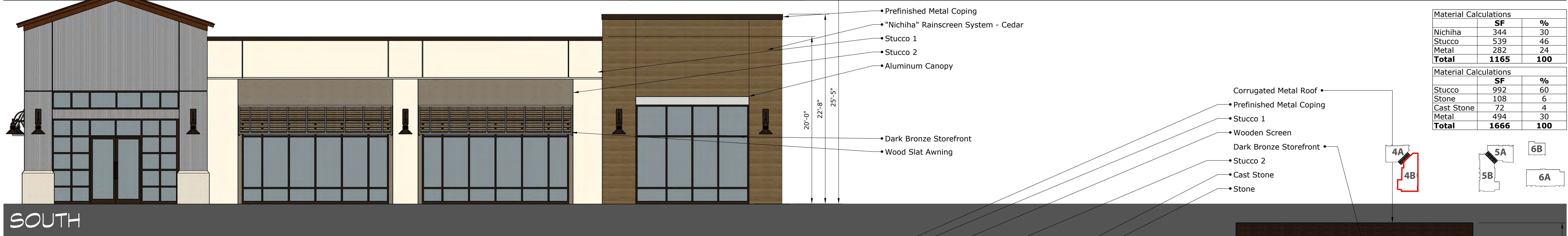
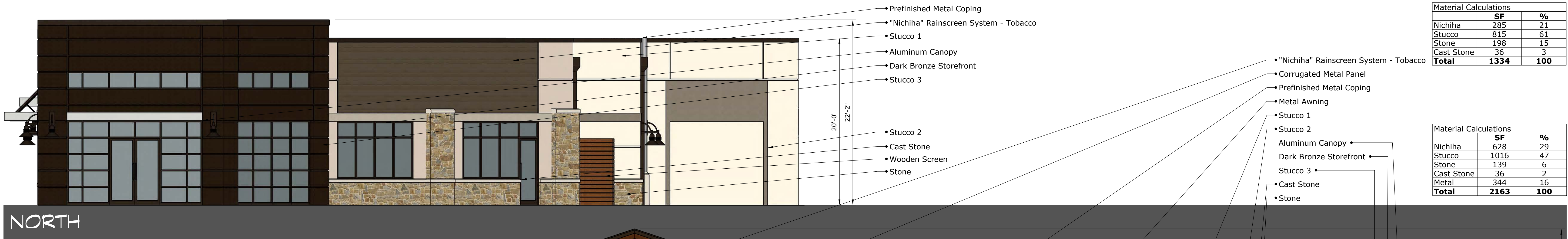
THE CONTRACTOR SHALL PROVIDE A DESIGN-BUILD LANDSCAPE IRRIGATION SYSTEM FOR THE PROPOSED PLANTS WITHIN THE PROJECT LIMITS. THE CONTRACTOR SHALL DETERMINE IF AN EXISTING FUNCTIONING SYSTEM IS ALREADY IN PLACE, AND WHETHER OR NOT IT CAN BE EXPANDED. BEFORE CONSTRUCTION BEGINS THE IRRIGATION CONTRACTOR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











Rendered with Nichiha

Rendered with Stucco





Rendered with Nichiha



Rendered with Stucco



Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 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 two-building, 17,770 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 71 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.

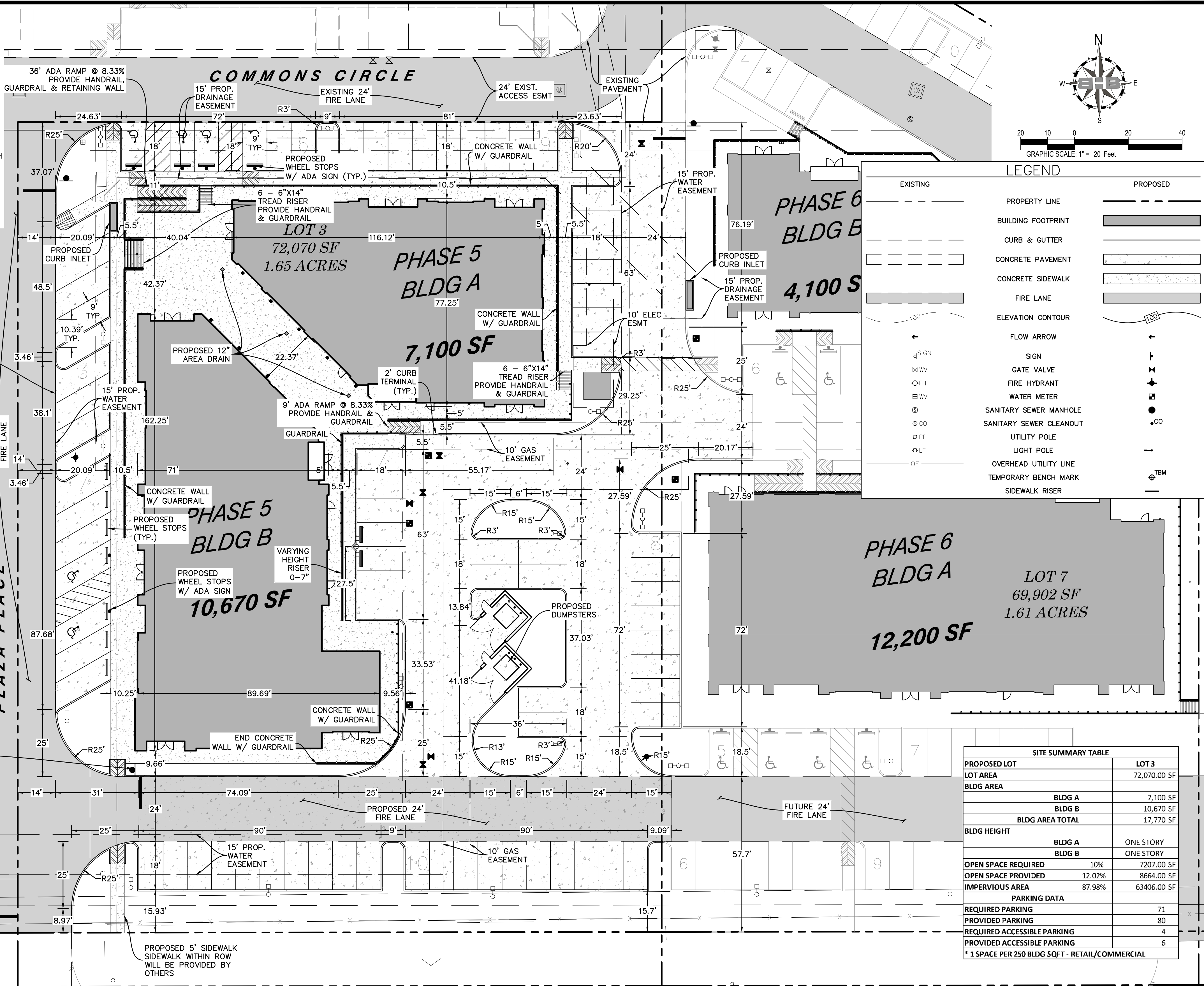
Building Elevations: Architectural elevations of the buildings are provided showing all four sides of each building. The building elevations appear to comply with the requirements of the UDC except for some exterior materials. A mix of exterior materials is shown on the elevations, including stucco, 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 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. Similar materials are used on the current buildings within the development, and the buildings within this phase are designed for compatibility with them while adding variation in the design. Staff has no objection to this variance.

Updates: This site plan was first presented at the August 8th Town Council meeting, where it was tabled to give the developer an opportunity to provide supporting documentation for the exterior materials variance. Color elevations with all material calculations are now provided for each building. Alternative elevations meeting Town requirements are also provided. The alternative elevations show stucco in the place of Nichiha and corrugated panel. Perspective renderings are also provided to give a better idea of what the buildings will look like. Finally, the site plan was changed to combine Buildings 5B & 5C into a single building. This change is also reflected in the building elevations.

Staff Findings: Staff has reviewed the site plan package and finds it meets 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'

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)
August 2019

B=B
BAIRD, HAMPTON & BROWN
engineering and surveying
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TBE Firm #44 - TBEPLS Firm #10011302

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

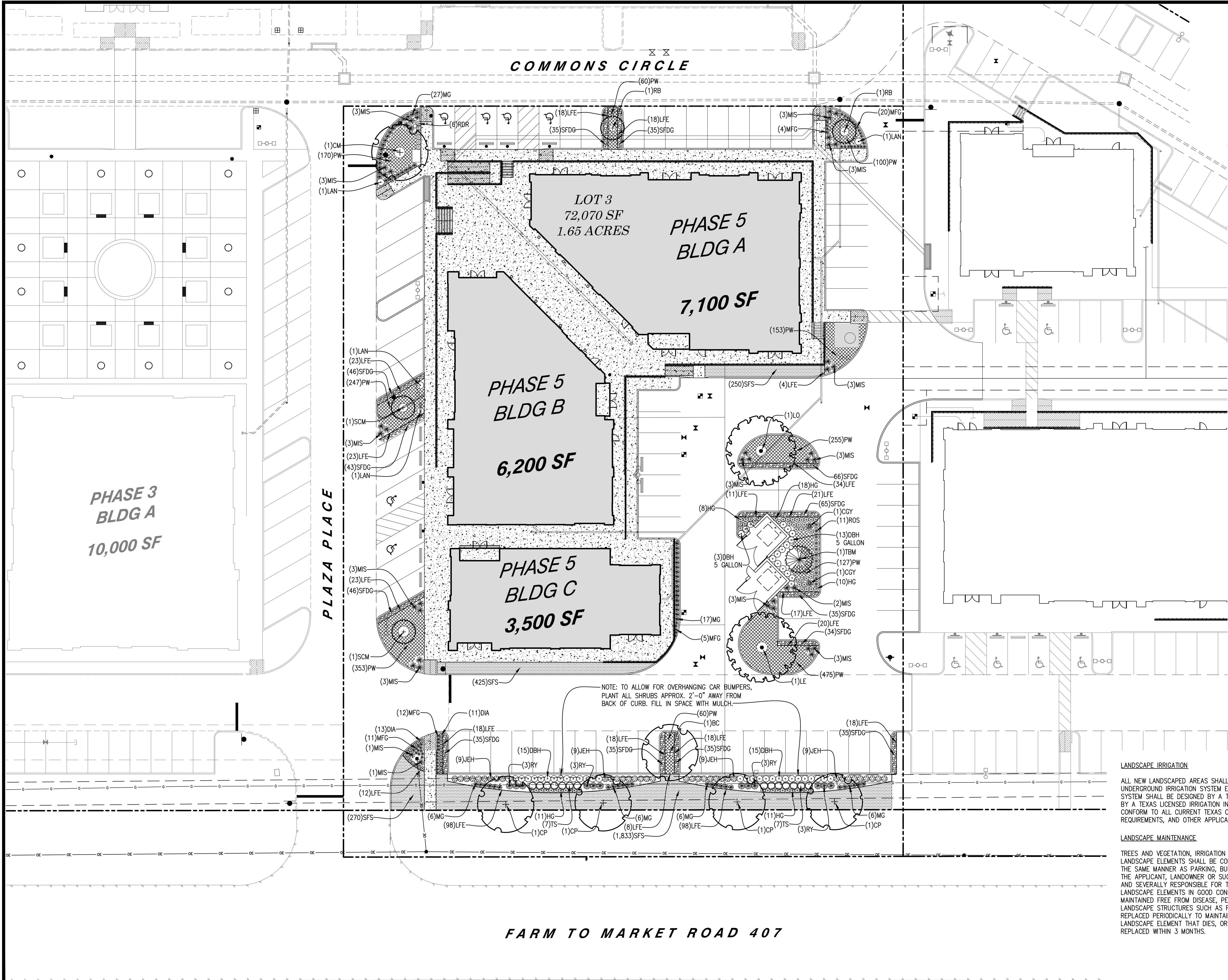
NO.	DESCRIPTION	DATE



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.



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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\\sdd\\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 Rhipiolepsis 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, INCLUDINGTHE 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.

BAIRD, HAMPTON & BROWN

engineering and surveying

3801 William D. Tate Ave. Ste. 600 Grapevine, TX 76051
mail@bhb.com 817.251.8550 • bhb.com
TBPE Firm #44 - TBPLS Firm #10011302

OFFICE EQUITY SOLUTIONS

365 Miron, Suite A,
Southlake, TX 76092

OFFICE EQUITY SOLUTIONS

NORTHLAKE COMMONS LOT 3 PHASE 5

CLEVELAND-GIBBS RD & FM 407

NORTHLAKE, TX 76002

PLANT LIST, IRRIGATION NOTES, SPECIFICATIONS

NO.	DESCRIPTION	DATE

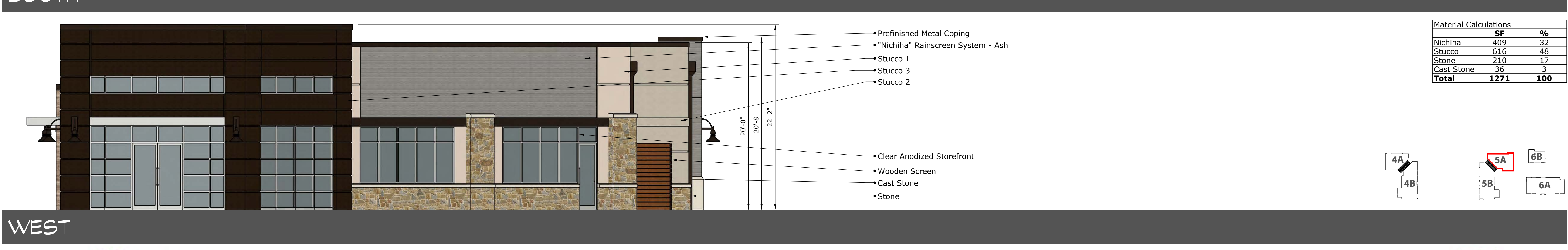
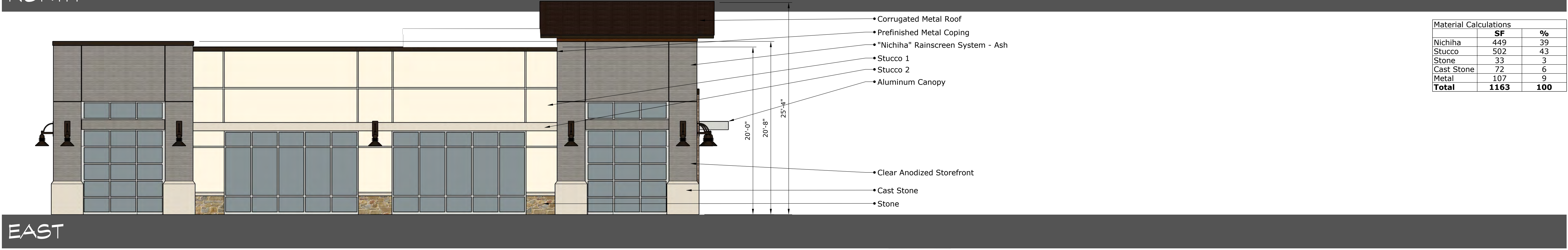


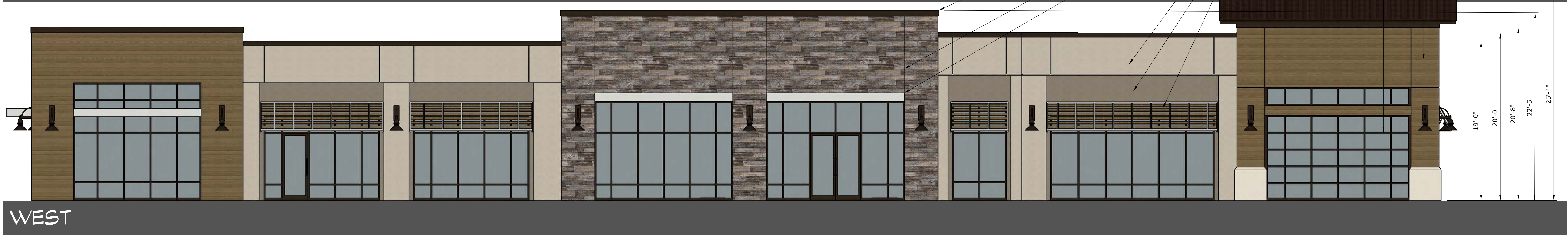
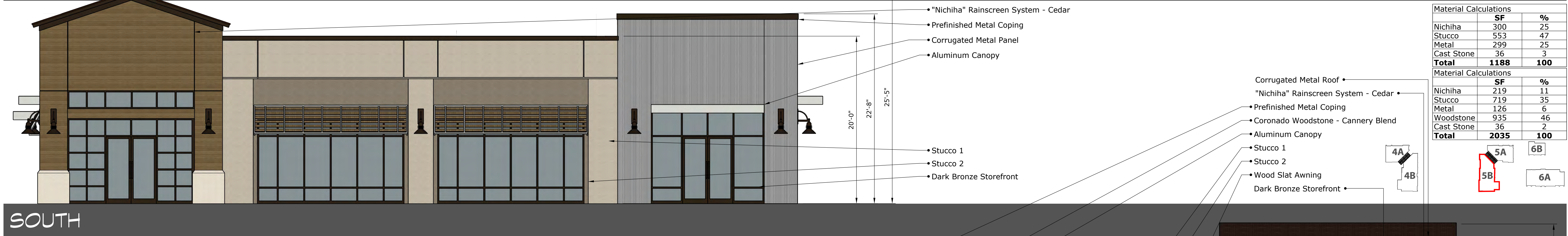
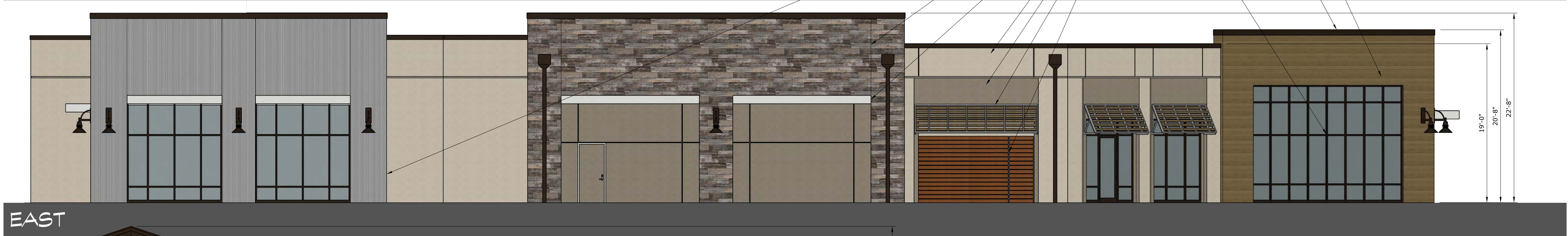
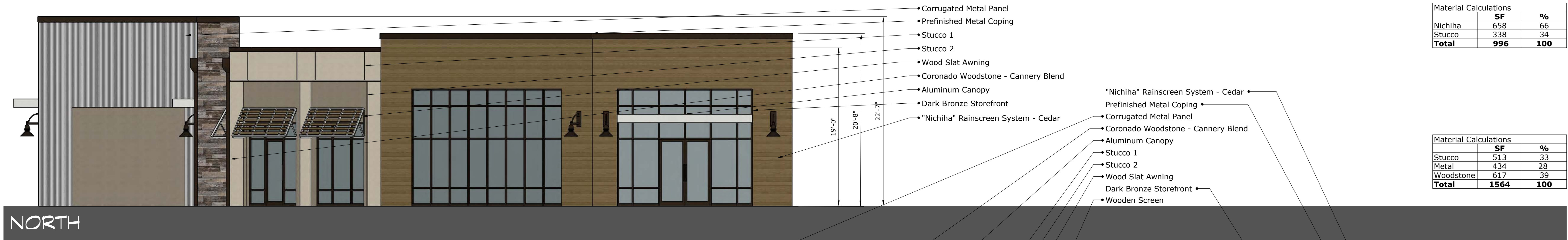
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DATE:	7/17/2019 DRAWN BY: BHB
DESIGN BY:	BHB CHECKED BY: BHB

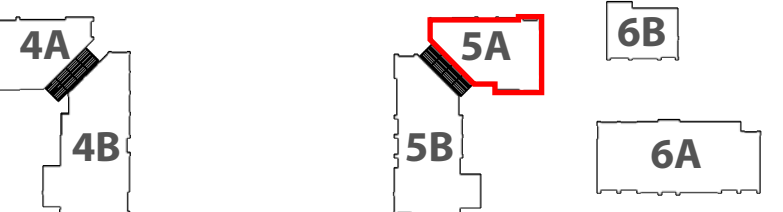
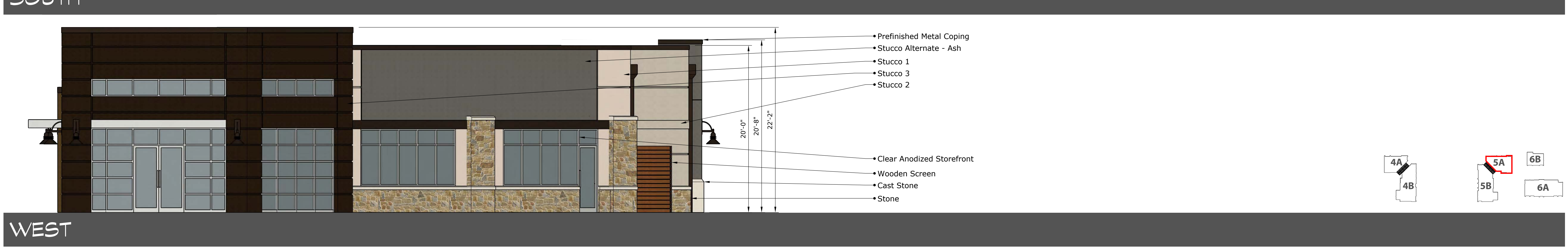
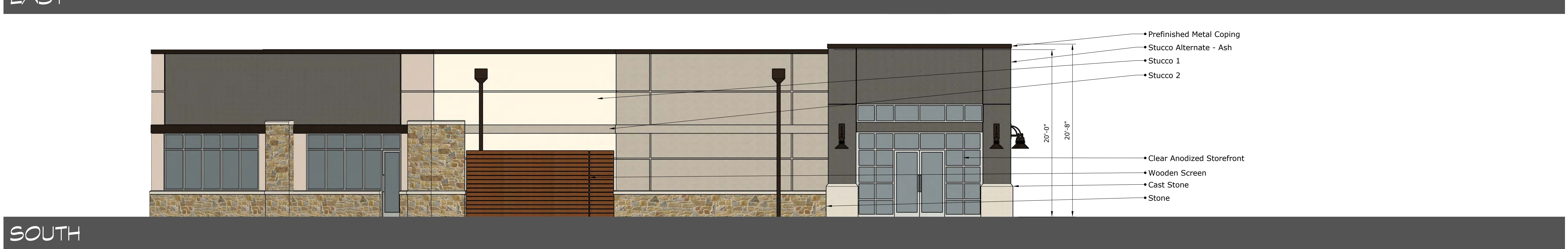
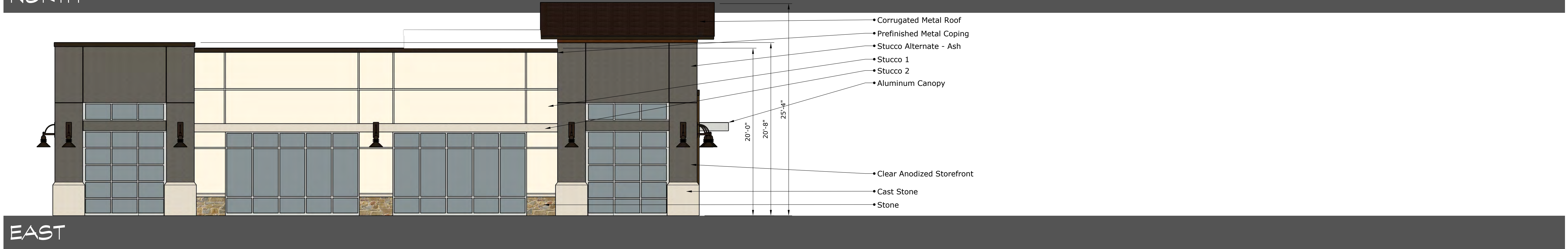
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25 of 26











Rendered with Nichiha

Rendered with Stucco





Rendered with Nichiha

Rendered with Stucco



Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 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

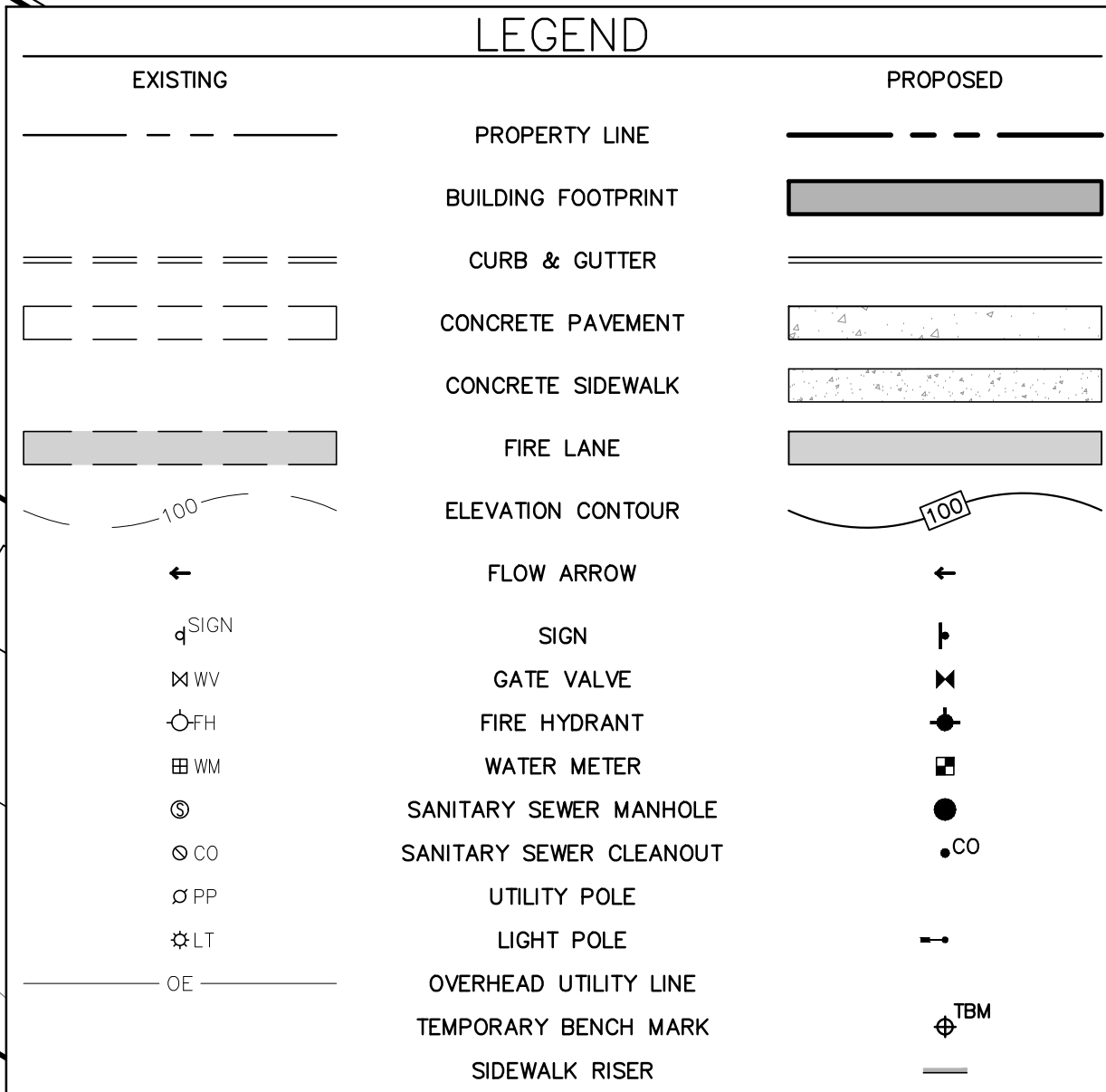
the UDC as well as to match those already being used in the neighboring Harvest development with preference for low maintenance, low water use plants being native or well adapted for this region.

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 s 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. Similar materials are used on the current buildings within the development, and the buildings within this phase are designed for compatibility with them while adding variation in the design. Staff has no objection to this variance.

Updates: This site plan was first presented at the August 8th Town Council meeting, where it was tabled to give the developer an opportunity to provide supporting documentation for the exterior materials variance. Color elevations with all material calculations are now provided for each building. Alternative elevations meeting Town requirements are also provided. The alternative elevations show stucco in the place of Nichiha and corrugated panel. Perspective renderings are also provided to give a better idea of what the buildings will look like.

Staff Findings: Staff has reviewed the site plan package and finds it meets 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 POSSESSED BY 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

NORTH LAKE COMMONS | LOT 7 PHASE 6
OFFICE EQUIPMENT SOLUTIONS

CLEVELAND-GIBBS RD & FM 407

NORTHLAKE, TX 76002

SITE PLAN

NO	DESCRIPTION
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DATE _____



7-17-2019

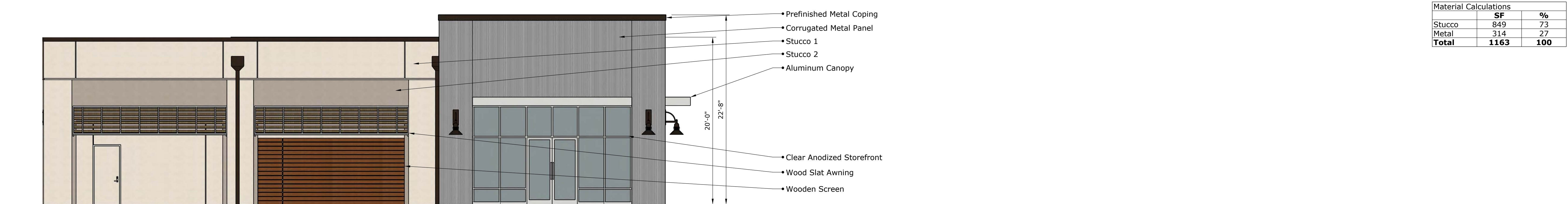
PROJECT NUMBER:	2018.760.000
DATE: 7/17/2019	DRAWN BY: DSW
DESIGN BY: SLW	CHECKED BY: SLW

SHEE

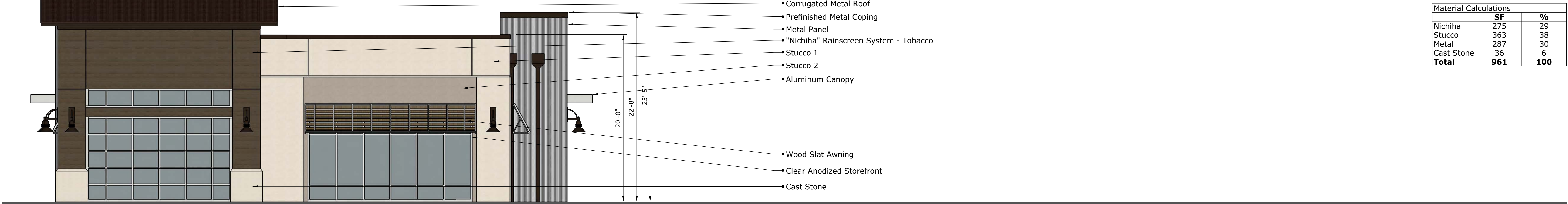
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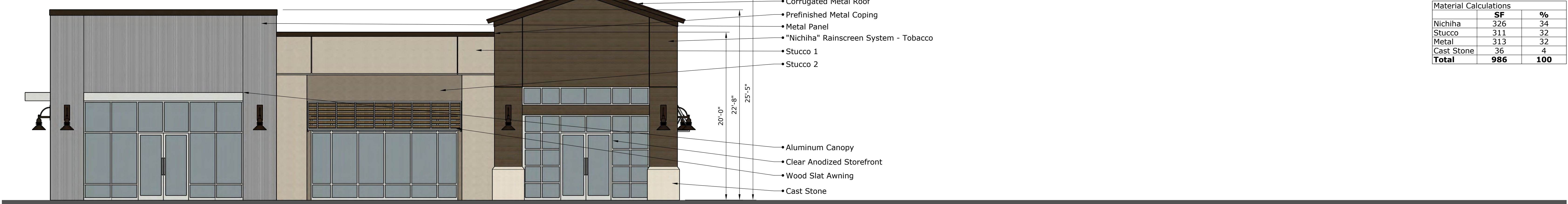




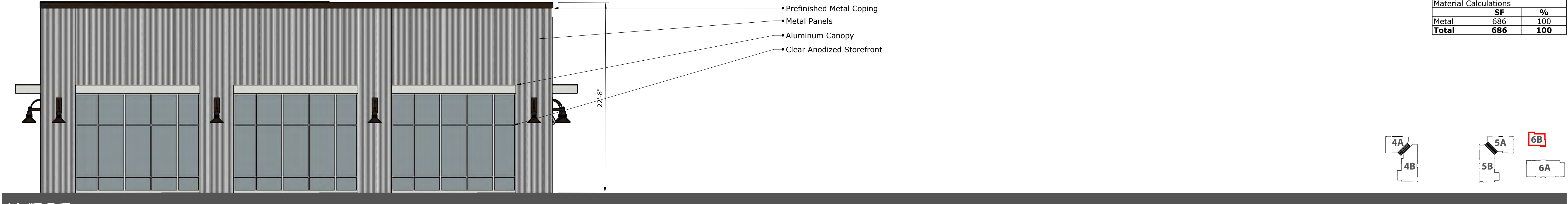
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EAST



SOUTH



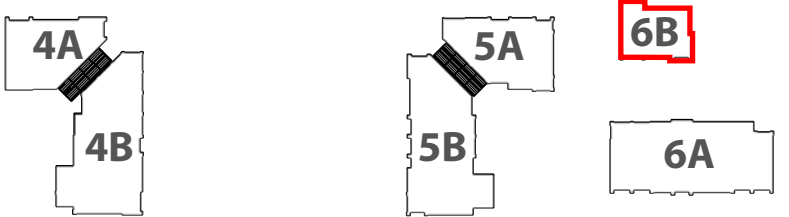
WEST

Material Calculations		
	SF	%
Stucco	849	73
Metal	314	27
Total	1163	100

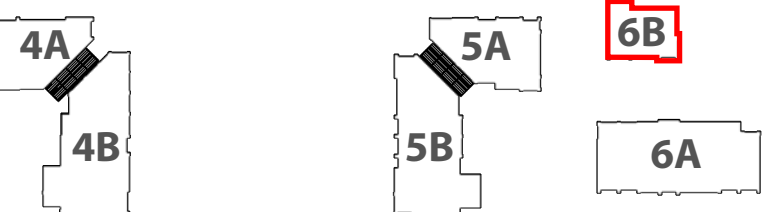
Material Calculations		
	SF	%
Nichiha	275	29
Stucco	363	38
Metal	287	30
Cast Stone	36	6
Total	961	100

Material Calculations		
	SF	%
Nichiha	326	34
Stucco	311	32
Metal	313	32
Cast Stone	36	4
Total	986	100

Material Calculations		
	SF	%
Metal	686	100
Total	686	100









Rendered with Nichiha

Rendered with Stucco





Rendered with Nichiha

Rendered with Stucco



Memo

To: Honorable Mayor and Town Council

From: Drew Corn, Town Administrator

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

Date: August 22, 2019

Re: Public Hearing to Establish Reinvestment Zone No. 4, Establish Schluter 2019 Program, Approve Tax Abatement and Chapter 380 Agreement

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 which was advertised in the Denton Record Chronicle on August 15, 2019. The other taxing entities (Denton County, Northwest I.S.D. and Denton County E.S.D. No. 1) were noticed by certified mail. The public hearing will be held at 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, east of Interstate 35W frontage road and south of Denton Creek and is available to any tenant in the Alliance Northport business park. After the public hearing, Council may consider the creation of Reinvestment Zone No. 4.

Following the creation of the zone, Council may also consider the establishment of the Schluter 2019 Program which will allow Schluter Systems to seek a tax abatement. The next items for consideration is the approval of an agreement that includes a tax abatement of 50% of business personal property tax of an estimated value of \$1,800,000, and a Chapter 380 sales tax reimbursement of 100% of EDC and CDC sales taxes generated from construction and internet sales based at the Schluter Systems site.

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



**TOWN OF NORTHLAKE, TEXAS
ORDINANCE NO. 19-0822A**

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL / INDUSTRIAL TAX ABATEMENT IN THE TOWN OF NORTHLAKE, TO BE KNOWN AS REINVESTMENT ZONE NO. 04, TOWN OF NORTHLAKE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial / industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended (V.T.C.A. Tax Code, Chapter 312) (the "Act"); and

WHEREAS, by Resolution 14-32 approving the Town's Incentive Policy on December 11, 2014, the Town Council authorized the continuation of its participation in tax abatement and established the Economic Development Incentive Program Guidelines and Criteria governing tax abatement agreements to be entered into by the Town as required by the Act; and

WHEREAS, on August 22, 2019, prior to the consideration of this ordinance, the Town Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the Town, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

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

Section 1. That the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

Section 2. That the Town, after conducting a public hearing and having heard evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:



- (a) That the public hearing for adoption of Reinvestment Zone No. 04 has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- (b) That the boundaries of Reinvestment Zone No. 04 shall be the area as described in the property description attached hereto as **Exhibit A (Metes and Bounds)** and depicted in **Exhibit B (Map)**; and
- (c) That creation of the proposed Reinvestment Zone No. 04 will result in benefits to the Town and to the land included in the zone and that the improvements sought are feasible and practical; and
- (d) That Reinvestment Zone No. 04 meets the criteria for the creation of a reinvestment zone as set forth in the Act, as amended, in that it is reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town; and
- (e) The proposed project located within Reinvestment Zone No. 04 meets the Town's Economic Development Incentive Program Guidelines and Criteria as adopted in the Town's Incentives Policy.

Section 3. That pursuant to the Act, as amended, the Town hereby creates a reinvestment zone for commercial tax abatement encompassing only the property area described in **Exhibit A (Metes and Bounds)** and such reinvestment zone is hereby designated and shall hereafter be referred to as Reinvestment Zone No. 04.

Section 4. That Reinvestment Zone No. 04 shall take effect on August 22, 2019, and shall remain designated as a commercial / industrial reinvestment zone for a period of five (5) years from such date of designation.

Section 5. That if any section, paragraph, clause or provision of this ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this ordinance.

Section 6. That this ordinance shall take effect immediately from and after its passage.

Passed and approved on this the 22nd day of August, 2019

Town of Northlake, Texas



David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT "A"
LEGAL DESCRIPTION
REINVESTMENT ZONE NO. 4

Being a tract of land in the H. W. Cooke Survey, Abstract no. 310 and the B.B.B. & C.R.R. Co. Survey, Abstract No. 189, in the Town of Northlake, Denton County, Texas, being all of that called 69.95 acre tract of land described in Special Warranty Deed to AIL Investment, L.P., as recorded in Document No. 2015-76967 in the Official Records of Denton County, Texas (O.R.D.C.T.), all of that called 8.176 acre tract of land described in Dedication Deed to the Town of Northlake, Texas as recorded in Document No. 2015-74193 O.R.D.C.T., all of that called 6.74 acre tract of land described in Special Warranty Deed to AIL Investment, L.P. as recorded in Document No. 2015-76969 O.R.D.C.T., all of that called 142.90 acre tract of land described in Special Warranty Deed to AIL Investment, L.P. as recorded in Document No. 2015-76968 O.R.D.C.T., all of that called 31.630 acre tract of land described in Special Warranty Deed to AIL Investment, L.P. as recorded in Document No. 2015-92103 O.R.D.C.T., and being more particularly described as follows:

BEGINNING at the common southwest corner of said called 8.176 acre tract of land, the northwest corner of said called 6.74 acre tract of land, and being on the east right-of-way line of Interstate Highway 35W (variable width right-of-way);

THENCE North 33 degrees 59 minutes 29 seconds East, along said east right-of-way line, a distance of 146.00 feet to a point for corner;

THENCE North 10 degrees 55 minutes 13 seconds West, continuing along said east right-of-way line, a distance of 107.94 feet to a point for corner;

THENCE North 33 degrees 59 minutes 10 seconds East, continuing along said east right-of-way line, a distance of 438.65 feet to a point for corner;

THENCE North 22 degrees 42 minutes 17 seconds East, continuing along said east right-of-way line, a distance of 459.94 feet to a point for corner;

THENCE North 26 degrees 03 minutes 23 seconds East, continuing along said east right-of-way line, a distance of 388.70 feet to the northwest corner of said called 69.95 acre tract of land;

THENCE North 89 degrees 42 minutes 08 seconds East, departing said east right-of-way line, a distance of 864.08 feet to the northeast corner of said called 69.95 acre tract of land;

THENCE South 00 degrees 36 minutes 08 seconds East, along the east line of said called 69.95 acre tract of land, a distance of 2,652.85 feet to a point for corner;

THENCE South 89 degrees 35 minutes 21 seconds West, continuing along said east line, a distance of 31.00 feet to a point for corner;

THENCE South 00 degrees 40 minutes 41 seconds East, continuing along said east line, a distance of 2,652.36 feet to the southeast corner of said called 69.95 acre tract of land;

THENCE South 89 degrees 59 minutes 01 second West, departing said east line, a distance of 1,792.90 feet to the southwest corner of said called 142.90 acre tract of land;

THENCE North 00 degrees 40 minutes 47 seconds West, a distance of 1,120.67 feet to the southeast corner of said called 31.630 acre tract of land;

THENCE South 89 degrees 58 minutes 12 seconds West, a distance of 1,826.17 feet to the southwest corner of said called 31.630 acre tract of land;

THENCE North 00 degrees 10 minutes 52 seconds West, a distance of 278.85 feet to a point for corner on said east right-of-way line;

THENCE North 37 degrees 14 minutes 14 seconds East, along said east right-of-way line, a distance of 673.02 feet to a point for corner;

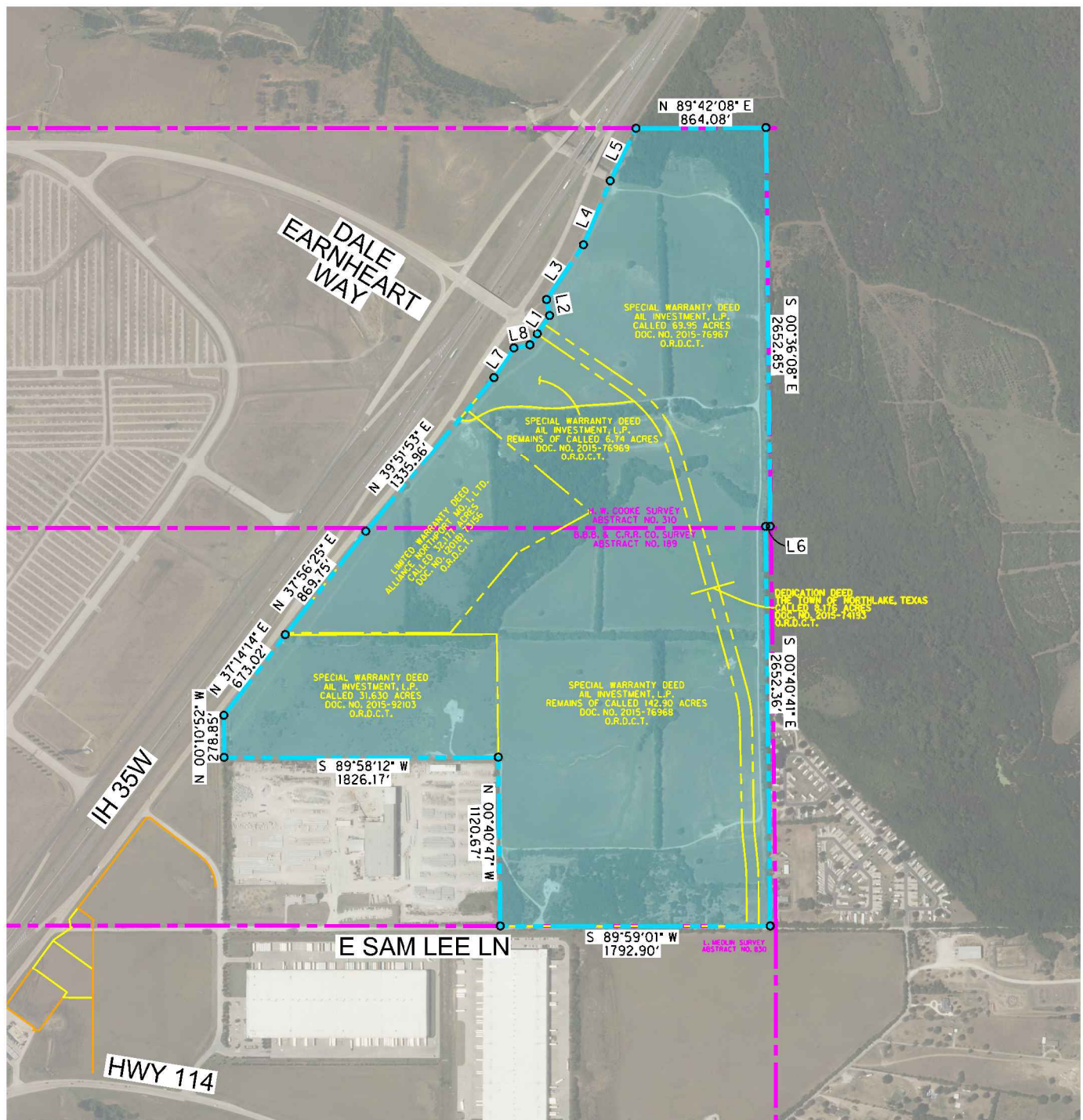
THENCE North 37 degrees 56 minutes 25 seconds East, continuing along said east right-of-way line, a distance of 869.75 feet to a point for corner;

THENCE North 39 degrees 51 minutes 53 seconds East, continuing along said east right-of-way line, a distance of 1,335.96 feet to a point for corner;

THENCE North 33 degrees 54 minutes 07 seconds East, continuing along said east right-of-way line, a distance of 237.55 feet to a point for corner;

THENCE North 78 degrees 55 minutes 46 seconds East, continuing along said east right-of-way line, a distance of 108.01 feet to a point for corner;

THENCE North 33 degrees 59 minutes 19 seconds East, continuing along said east right-of-way line, a distance of 88.42 feet to the POINT OF BEGINNING AND CONTAINING 11,299,430 square feet or 259.40 acres of land, more or less.

**BEARING AND DISTANCE TABLE**

L1- N 33°59'29" E 146.00'
 L2- N 10°55'13" W 107.94'
 L3- N 33°59'10" E 438.65'
 L4- N 22°42'17" E 459.94'
 L5- N 26°03'23" E 388.70'
 L6- S 89°35'21" W 31.00'
 L7- N 33°54'07" E 237.55'
 L8- N 78°55'46" E 108.01'



0 500 1000 1500 2000

SCALE: 1"=1000'

EXHIBIT "B"

4000 FOSSIL CREEK BLVD. FORT WORTH, TEXAS 76137 (817) 847-1422
TBPLS FIRM NO. 10029605

DGN: EXHIBIT-REINVEST_ZONE.dgn

DATE: 8/15/2019

AVO: 31647

PAGE NO.:

LEGEND

- EXISTING PROPERTY LINE
- EXISTING ABSTRACT LINE
- PROPOSED TRACT LINE
- O. R. D. C. T. OFFICIAL RECORDS DENTON COUNTY TEXAS

Memorandum

NOTICE OF THE INTENTION OF THE TOWN OF NORTHLAKE ON AUGUST 22, 2019 TO ENTER INTO A TAX ABATEMENT AGREEMENT WITH SCHLUTER SYSTEMS L. P. PURSUANT TO THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT.

Northwest ISD Board of Trustees
c/o Judy Copp, President
P.O. Box 77070
Fort Worth, TX 76177

Denton County Commissioners
c/o Andy Eads, County Judge
110 West Hickory Street, 2nd Floor
Denton, TX 76201-4168

Denton County Emergency Services District #1
c/o Jim Carter, President
511 S. Gibbons Road
Argyle, Texas 76226

DEAR HONORABLE MEMBERS OF THE ABOVE GOVERNING BODIES:

This is a notice of the Town of Northlake's intent to enter into a 50 percent added value property abatement agreement for five years with Schluter Systems L.P. located on approximately 259 acres north of Sam Lee Lane, west of Dale Earnhardt Way and east of Interstate Highway 35W in Northlake, Texas pursuant to the Texas Property Redevelopment and Tax Abatement Act. The boundaries of the property subject to the agreement are described in the metes and bounds description attached hereto.

Pursuant to Section 312.2041 of the Texas Tax Code, a copy of the proposed agreement is attached to this notice.

For more information on this matter, please contact the Town of Northlake, Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226 or (940) 648-3290.

By directive of the Northlake Town Council:

Drew Corn, Town Administrator

Date

**TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 19-16**

**A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS,
ESTABLISHING A PROGRAM AND APPROVING A TAX ABATEMENT
AND CHAPTER 380 AGREEMENT TO PROMOTE ECONOMIC
DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL
ACTIVITY IN THE TOWN; PROVIDING FOR REQUIRED NOTICES;
AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Chapter 312 of the Texas Tax Code authorizes municipalities to enter into tax abatement agreements pursuant to the requirements of the Property Redevelopment and Tax Abatement Act, V.T.C.A. Tax Code, Chapter 312 (the "Act"); and

WHEREAS, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality ("Chapter 380"); and

WHEREAS, by Resolution 14-32 approving the Town's Incentives Policy on December 11, 2014 (the "Policy"), the Town Council: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; (2) authorized the continuation of its participation in tax abatement and provided guidelines and criteria governing tax abatement agreements to be entered into by the Town; and (3) authorized establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to Chapter 380; and

WHEREAS, on August 1, 2019, the Town Council authorized a public hearing concerning the creation of Reinvestment Zone No. 04; and

WHEREAS, on August 22, 2019, the Town Council held a public hearing concerning the creation of Reinvestment Zone No. 04; and

WHEREAS, on August 22, 2019, the Town Council created Reinvestment Zone No. 04; and

WHEREAS, Reinvestment Zone No. 04 was established to maintain and/or enhance the economic and employment base in the zone areas to the long-term interest and benefit of the Town and the reinvestment zone; and

WHEREAS, pursuant to the Act, Chapter 380, and the Policy, the Town desires to establish a program and enter into a tangible business personal property tax abatement and Chapter 380 agreement with Schluter Systems, L.P. ("Agreement"), attached as Exhibit A, for added value to tangible business personal property located within Reinvestment Zone No. 3 and providing grant payment for constructing certain improvements on property located in the Town of Northlake; and

WHEREAS, the Property described in the Agreement is located within Reinvestment Zone No. 04; and

WHEREAS, upon full review and consideration of the Agreement and all matters attendant and related thereto, the Town Council is of the opinion that the Agreement meets the

terms and conditions of the guidelines and criteria established by the Policy and will promote local economic development in the Town.

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

Section 1.

The preambles previously written are true and correct.

Section 2.

The Town Council hereby establishes a program pursuant to Chapter 380 and the Policy to be called the Schluter 2019 Program (“Program”), which will promote economic development and stimulate business and commercial activity in the Town. The terms of the Program are outlined in the Policy.

Section 3.

The Town Council finds that the terms of the Agreement will promote economic development and stimulate business and commercial activity in the Town and otherwise meet the guidelines and criteria of the Act, Chapter 380, the Program, and the Policy.

Section 4.

The Agreement, attached as Exhibit A, having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses, is hereby approved.

Section 5.

The Town Administrator, upon approval as to form by the Town Attorney is hereby authorized to execute the Agreement attached as Exhibit A on behalf of the Town.

Section 6.

At least seven (7) days prior to the execution of the Agreement, notice of the Town's intention to enter into the Agreement shall be delivered to the governing bodies of each other taxing unit that includes in its boundaries the real and tangible business personal property that is the subject of the Agreement. The notice shall include a copy of the proposed Agreement.

Section 7.

The approval and execution of the Agreement by the Town is not conditional upon approval and execution of any other tax abatement agreement by any other taxing entity.

Section 8.

This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF
NORTHLAKE, TEXAS, ON THIS THE 22ND DAY OF AUGUST 2019**

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT A
Tax Abatement & Chapter 380 Agreement

**BUSINESS PERSONAL PROPERTY TAX ABATEMENT AGREEMENT &
CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AMONG THE
TOWN OF NORTHLAKE, NORTHLAKE ECONOMIC DEVELOPMENT
CORPORATION, NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION,
AND SCHLUTER SYSTEMS, L.P.**

This BUSINESS PERSONAL PROPERTY TAX ABATEMENT AGREEMENT & CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT (the “Agreement”) is entered into by and among the Town of Northlake, Texas a type A general-law municipality of Denton County, Texas (the “Town”), the Northlake Economic Development Corporation (the “EDC”) and the Northlake Community Development Corporation (the “CDC”) (the EDC, together with the CDC, the “EDCs”) and Schluter Systems, L.P., a New York Limited Partnership qualified to do business in the state of Texas (“Schluter” or the “Owner”).

W I T N E S S E T H:

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the “Policy”) as amended, which: (1) elected to continue its participation in economic development incentives and adopted Economic Development Incentive Program Guidelines and Criteria, which established certain guidelines and criteria for the use of Town incentive programs for private development projects and authorized establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; and (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing 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, on August 22, 2019, the Town Council approved Ordinance No. 19-0822A establishing the Town of Northlake’s Reinvestment Zone No. 04 (“Reinvestment Zone”), in accordance with the Act, as amended, to promote development and redevelopment in Northlake; and

WHEREAS, the Town’s reinvestment zones were established to maintain and/or enhance the economic and employment base in the zone areas to the long-term interest and benefit of the Town and the Reinvestment Zone; and

WHEREAS, Schluter is the owner of a leasehold interest in certain property that is located within the Reinvestment Zone and within the corporate limits of the Town, and the contemplated Improvements (as defined herein) to and the use of the property as set forth in this Agreement (collectively, the “Project”), are consistent with encouraging development of said Reinvestment Zone in accordance with the purposes for its creation and are in compliance with the Town’s Incentives Policy (the “Policy”) and all applicable laws; and

WHEREAS, the Town Council and the boards of the respective EDCs have reviewed the potential use of incentives as it relates to the Project and the economic development objectives of the Town and finds that the Town should offer certain incentives to support the development of the Property pursuant to the Town's authority under Chapter 380 of the Texas Local Government Code and the Town's economic development policies; and

WHEREAS, the Town Council pursuant to Resolution No. 19-16 approved on August 22, 2019, approved the execution of this Agreement by and between the Town and Owner; and

WHEREAS, notice of the Town's intention to enter into this Tax Abatement (as hereinafter defined) was delivered at least seven days prior to the date of execution of this Agreement, to the respective presiding officers of the governing bodies of the taxing units that include within their boundaries property which is the subject of this Agreement.

NOW THEREFORE, for and in consideration of the forgoing recitals and the mutual benefits and promises contained herein the parties hereto agree as follows:

SECTION 1. PROPERTY

A. Ownership of Property: Schluter represents that it is the owner of a leasehold interest in that certain tract of real property located in the Town of Northlake, Denton County, Texas, and located in the Reinvestment Zone, more particularly described in the metes and bounds description attached herein as **Exhibit A**, which is made a part of this instrument for all purposes (hereinafter referred to as the "Property"). The Property is located entirely within the town limits of the Town and within Town of Northlake Reinvestment Zone No. 04. The Property is further shown on the map attached hereto as **Exhibit B** and made a part hereof.

B. No Conflict of Interest. At the time of execution of this Agreement, the Property does not include any property that is owned or leased by a member of the Town Council or by any officer of the Town.

SECTION 2. IMPROVEMENTS

A. Private Improvements. In consideration of the Tax Abatement (as defined below) pursuant to this Agreement, Schluter covenants and agrees to make improvements (real and personal) or repairs to the Property as described in **Exhibit C** (hereinafter referred to as "Private Improvements") with a total construction cost including related hard and soft project costs of approximately **\$5,000,000.00** which Private Improvements shall be substantially completed on or before **June 1, 2021** (the "CO Date"); provided, such Substantial Completion date for the Private Improvements may be extended by the Town Administrator in his or her sole discretion for up to 180-days for just cause or such longer period as may be required in the event of force majeure, as defined in the contract, if Schluter is diligently and faithfully pursuing completion of the Private Improvements. For this purpose, "**force majeure**" shall mean any contingency or cause beyond the reasonable control of Schluter including, without limitation, acts of nature or the public enemy, war, riot, civil commotion, insurrection, state, federal or municipal government or de facto governmental action (unless caused by acts or omissions of Schluter or an affiliate), fires, explosions, floods, epidemics, quarantine restrictions, and strikes. The date of "Substantial

Completion“ of the Private Improvements shall be defined as the date a Certificate of Occupancy or equivalent is issued by the Town. Prior to applying for tax abatement pursuant to this Agreement, Schluter shall provide to the Town written documentation evidencing that the Private Improvements as described in **Exhibit C** were substantially completed. Such written documentation may include: a job cost summary, substantial completion report, or any other written documentation evidencing that the Private Improvements were substantially completed as described herein or as described in any definitive documentation pursuant to which Schluter acquired its interest in and to the Property and Private Improvements.

B. Maintenance of the Improvements. As a condition precedent to the initiation of Tax Abatement pursuant to this Agreement, (i) Schluter will diligently and faithfully, in a good and workmanlike manner, pursue the Substantial Completion of the Private Improvements in accordance with Section 2A above, as good and valuable consideration for this Agreement and (ii) all construction of the Private Improvements will be in accordance with all applicable state and local laws, codes, and regulations (or valid waiver thereof). Schluter further represents that the Private Improvements or any new additional Private Improvements shall be maintained during the term of this Agreement in accordance with all applicable state and local laws, codes and regulations (or valid waiver thereof). Upon reasonable advance written notice to Owner, the Town and its agents and employees shall have the right of access to the Property during construction to inspect the Improvements at reasonable times during regular business hours in order to ensure that the construction of the Private Improvements are in accordance with this Agreement and all applicable state and local laws and regulations (or valid waiver thereof). After completion of the Private Improvements, upon reasonable advance written notice to Schluter, the Town shall have the continuing right to inspect the Property at reasonable times during regular business hours to ensure that it is thereafter maintained and operated in accordance with this Agreement during the term hereof.

C. Distribution and Training Facility. Owner acknowledges that the availability of the Tax Abatement (as defined in Section 3 below) in any given year may depend (subject to the Town’s approval as referenced below) on it continuously operating and maintaining the Property as a distribution, assembly, manufacturing, office and training/workshop facility. Any other activity conducted at the Property not provided for in this section must be approved by the Town and shall comply with local zoning and all applicable federal, state and local laws. Failure to receive Town approval for any other activity conducted at the Property may result in termination of the Agreement as provided in Section 4 of this Agreement.

SECTION 3. TAX ABATEMENT

A. Subject to Schluter providing written documentation evidencing that the Private Improvements have been substantially completed pursuant to the requirements in Section 2 above by the CO Date, the Town will grant tax abatement to Owner, subject to the terms and conditions of this Agreement and subject to the rights of holders of outstanding bonds of the Town, on a portion of the Town taxes assessed on the tangible business personal property, as defined by the Denton Central Appraisal District (the “BPP”) located in or on the Property (“Tax Abatement”). For these purposes, Tax Abatement is applicable only to BPP located on the Property after the date of Town Council authorization of this Agreement. BPP located on the Property at any time before the date of Town Council authorization of this Agreement is not eligible for Tax Abatement and is fully taxable by the Town. The Tax Abatement shall be an amount equal to the taxes assessed

on **fifty percent (50.0%)** of the value of Owner's BPP. The value of BPP shall be as determined by the Denton Central Appraisal District. Owner shall have the right to protest and/or contest any assessment of the BPP and said Tax Abatement shall be applied to the amount of taxes finally determined to be due as a result of any such protest and/or contest. Owner shall be eligible to receive Tax Abatement for a period of **five (5) years** ("Tax Abatement Period") beginning on or before **January 1, 2020**, subject to the terms and conditions of this Agreement. The Tax Abatement, once earned by Owner, shall continue for the duration of the Tax Abatement Period and shall not be lost through Force Majeure events or circumstances beyond the Owner's reasonable control, except upon the occurrence of an event of default set forth in Section 4A of this Agreement that is not cured within any applicable notice or cure period, as specified below.

B. It is understood and expressly agreed by Owner that the Town does not warrant or guarantee that the grant of Tax Abatement as provided for in this Agreement will be upheld as valid, lawful, enforceable or constitutional in the event the statutory authority for same or the Town's use thereof is challenged by court action. In the event such court action related to the Agreement and the providing of Tax Abatement hereunder is instituted, Owner shall be responsible for defending the parties hereto, this Agreement, and the use of Tax Abatement hereunder, at Owner's sole cost and expense, including attorney's fees. The Town, however, agrees to cooperate with Owner in such defense. Should such litigation result in the loss of Tax Abatement as provided herein, Owner shall be solely responsible for the payment of all taxes due, including all taxes which otherwise would have been paid to the Town without the benefit of abatement, without recourse to the Town, and without any obligation by the Town to reimburse same back to Owner and without any right of reduction of Owner's obligations hereunder.

SECTION 4. CHAPTER 380 PROVISIONS

A. Subject to Schluter's performance of its obligations as noted herein, and subject to the provisions of this Section, to promote economic development pursuant to the Incentive Policy, the Town shall grant the following incentives to Schluter (the "Grant Payment"):

1. Construction & Internet Sales Tax. The Town receives and remits a total of one percent (1%) sales tax to the EDCs (one-half percent (1/2%) to each the EDC and the CDC) for economic or community development (the "EDCs Sales Tax"). The EDCs will provide a grant payment to the Developer in the amount equal to the EDCs Sales Tax generated and received by the Town as a result of the construction of the Project and as a result of internet sales generated from the facility (the "Sales Tax Grant").
 - a. Documentation. Schluter must submit to the Town and the EDCs a report accounting for the EDCs Sales Tax incurred and paid by Schluter (the "Sales Tax Report").
 - b. Payment. The Sales Tax Grant is due and payable annually by the EDCs forty-five (45) days after the EDCs receive the EDCs Sales Tax from the Comptroller and the Sales Tax Report from Schluter.
2. Grant Payment. The Grant Payment under this Agreement shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380.

SECTION 5. DEFAULT, RIGHT TO CANCEL, RECAPTURE OF TAX ABATEMENT AND ENFORCEMENT OF RECAPTURE LIABILITY

A. A default shall exist if any one or more of the following occurs: (a) Owner fails to complete the Improvements in accordance with this Agreement; (b) Owner allows its ad valorem taxes and/or tangible personal property taxes owed the Town to become delinquent (provided that Owner retains its right to timely and properly follow the legal procedures for protest and/or contest of any such ad valorem or tangible personal property taxes); (c) Owner fails to certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that Owner is in compliance with each applicable term of this Agreement; (d) Owner fails to obtain either Town approval within 60 days for a change in activity conducted at the Property or for Owner's assignment of all or a portion of the Property to a new Owner; or (e) Owner breaches any of the terms or conditions of this Agreement or if any statement, warranty or representation contained herein is false. In the event that Owner defaults in their performance under clause (a), (b), (c), (d) or (e) above, then the Town shall give Owner written notice of such default and if Owner has not cured such default within 120 days of said written notice, this Tax Abatement Agreement may be terminated. Notice shall be provided in accordance with Section 11 hereof.

B. In the event of default (which is not cured within the applicable time period) under clause (a) in Section 5A above for failure to complete the Private Improvements and all taxes which otherwise would have been paid to the Town without the benefit of Tax Abatement (but were in fact not paid by reason of the Tax Abatement), including interest thereon (collectively with such taxes, "Recapture Liability"), will become a debt to the Town from Owner and shall be due, owing and paid to the Town by Owner within 120 days of the expiration of the above-mentioned applicable cure period. Such Recapture Liability shall be equal to all taxes which would otherwise have been paid to the Town from the beginning of the Tax Abatement Period to the date of termination (interest will be charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas).

C. Additionally, Owner shall pay liquidated damages to the Town in the event of default (which is not cured within the applicable time period) under clause (b), (c), (d), or (e) in Section 5A above in an amount equal to all taxes for the year (or years) in which such default occurs, which in the case of the Tax Abatement otherwise would have been paid to the Town without the benefit of the Tax Abatement (but were in fact not paid by reason of the Tax Abatement) or in the case of the Grant Payment the amount that was reimbursed, including interest thereon charged at the statutory rate for delinquent taxes as determined by Section 33.01 of the Property Tax Code of the State of Texas) (collectively with such taxes, "Taxes Retroactively Due"). Taxes Retroactively Due will become a debt to the Town from Owner and shall be due, owing and paid to the Town by Owner within 120 days of the expiration of the above-mentioned applicable cure period. There will be no recapture of amounts previously abated for years during which, in the Town's sole determination, Owner has complied with all the terms and conditions of this Agreement. The Town and Owner acknowledge that actual damages in the event of default and termination would be speculative and difficult to determine.

D. This Agreement inures to the benefit of and is enforceable by the Town. Owner hereby grants to the Town the right to prosecute or take appropriate action, at law or in equity, against Owner to recover any Recapture Liability or Taxes Retroactively Due or to enforce any other covenant or agreement contained in this Agreement. If the Town substantially prevails in a legal proceeding to enforce this Agreement against Owner, the Town is further entitled to recover

damages, reasonable attorney's fees, and court costs from Owner. Any payment due to the Town under this Agreement is a lien which attaches to the Property on January 1 of each year to secure the payment of all taxes and interest ultimately imposed for the year on the Property.

E. The covenants and agreements contained in this Agreement are covenants and agreements running with the land, are binding upon Owner and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation or other legal entity having or acquiring any right, title or interest in or to any part of the Property from Owner.

SECTION 6. ANNUAL APPLICATION/CERTIFICATION FOR TAX EXEMPTION

It shall be the responsibility of Owner, pursuant to V.T.C.A., Tax Code, §11.43, to file an annual exemption application form with the chief appraiser for each appraisal district in which the Property is sited. In addition, pursuant to Section 312.205(a)(6) of the Property Redevelopment and Tax Abatement Act, as amended, (V.T.C.A. Tax Code, Chapter 312) Schluter shall certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that Schluter is in compliance with each applicable term of this Agreement, including but not limited to the Substantial Completion of the Improvements as provided in Section 2 above, and the payment of ad valorem taxes and tangible personal property taxes owed the Town by Owner. Prior to submission of the exemption application to the appraisal district, Schluter shall submit the exemption application and certification report to the Town for certification that the requirements for the Tax Abatement set forth in this Agreement have been fulfilled. Failure of Schluter to obtain such Town certification with respect to the exemption application may result in the loss of the tax exemption for the year.

SECTION 7. SUCCESSORS AND ASSIGNS

A. Owner may not assign this Agreement without the prior written consent of the Town, which such consent shall not be unreasonably denied, withheld, delayed or conditioned. Failure to obtain the Town's prior written consent for such assignment may result in termination of this Agreement. Such new owner must expressly assume all of the obligations of Owner under this Agreement for the balance of the term of this Agreement. Failure to obtain Town approval of assignment to new owner(s) within 60 days of acquisition of all or a portion of the Private Improvements or Property from Owner may result in loss of the Tax Abatement for the year and/or termination of the Agreement in accordance with Section 5.

B. The parties hereto acknowledge that Schluter may obtain a construction loan (the "Loan") from a private financial institution (the "Bank") to provide financing for certain improvements to be constructed on the Property and that the Loan may be secured by one or more mortgages, deeds of trust, assignments or security interests encumbering the Property. The Town shall, concurrently with sending any notice of default to Schluter, send notice of such default to the Bank in the manner provided in Section 11 below at an address to be provided when the Loan is procured. The Town agrees that the Bank shall have the right (but not the obligation) to cure any default by Schluter arising under this Agreement and that the Town will accept cure of any such default by the Bank. Furthermore, notwithstanding anything to the contrary contained in this Agreement, if a default occurs in respect of the Loan and as a result thereof the Bank acquires title

to the Property (whether through foreclosure, deed in lieu of foreclosure, or some other manner), the Bank shall automatically be considered a successor to the rights and obligations of Schluter under this Agreement without obtaining any consent from the Town provided that the Town receives notice of such acquisition of title by the Bank.

SECTION 8. INDEMNITY

It is understood and agreed between the parties that Owner, in performing its obligations hereunder, is acting independently, and the Town assumes no responsibility or liability in connection therewith to third parties, and Owner agrees to indemnify and hold harmless the Town, its officers, agents and employees, against any and all third party claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought (collectively, "Liability"), suffered by any person or persons that may arise out of or be occasioned by Owner's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Owner, its officers, agents, associates, employees, consultants or subconsultants, in the performance of this Agreement; provided, however, that the indemnity provided for in this paragraph shall not apply to any Liability resulting from the sole negligence of the Town, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Owner and the Town, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to the Town under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SECTION 9. TERM

The term of this Agreement shall begin on the date of execution and end on the expiration of the Tax Abatement Period noted in Section 3 hereof. Owner's liability for Recapture Liability and Taxes Retroactively Due, however, shall survive the expiration of the Tax Abatement Period.

SECTION 10. CASUALTY AND CONDEMNATION

Notwithstanding anything contained herein to the contrary, in no event shall Owner be held in default hereunder or be required to recapture or repay the Tax Abatement by reason of any circumstance (including specifically, without limitation, failure of Schluter to take occupancy of the Property) that results from an event of casualty or condemnation of the Property or any part thereof.

SECTION 11. NOTICES

Except as otherwise provided, any notice, payment, statement, or demand required or permitted to be given under this Agreement by either party to the other may be effected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three (3) days

after mailing.

Town:
Town of Northlake
1500 Commons Circle, Ste. 300
Northlake, Texas 76226
Attn: Drew Corn, Town Administrator
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: dcorn@town.northlake.tx.us

Owner:
Schluter Systems, L.P.
194 Pleasant Ridge Road
Plattsburgh, NY 12901
Attn: C. J. Madonna
Phone: (518) 324-3455
Email: cmadonna@schluter.com

With a copy to:
Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Ashley D. Dierker
Phone: (817) 332-2580
Fax: (817) 332-4740
Email: adierker@toase.com

With a copy to:

SECTION 12. NO JOINT AND SEVERAL LIABILITY

The Town, the EDC and the CDC are not jointly and severally liable for their respective obligations under this Agreement. Therefore, Schluter acknowledges and accepts that the Town does not guarantee the performance of the obligations of the EDC or the CDC under this Agreement. Further, that the EDC does not guarantee the performance of the obligations of the Town or the CDC under his Agreement, and that the CDC does not guarantee the performance of the obligations of the Town or the EDC under this Agreement.

SECTION 13. VENUE

The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Denton County, Texas.

SECTION 14. AMENDMENTS

The Agreement may only be amended by resolution or ordinance of the Town Council, together with written approval from all of the other Parties to this Agreement. No Town official has the authority to waive or modify the terms of the Agreement.

SECTION 15. TIME

Time is of the essence in all things pertaining to the performance of this Agreement.

SECTION 16. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state.

SECTION 17. COMPLIANCE WITH LAWS AND REGULATIONS

This Agreement is entered into subject to and controlled by all applicable laws, rules, and regulations of the State of Texas and the Government of the United States of America. Owner shall, during the course of performance of this Agreement, comply with all applicable Town codes and ordinances, as amended, and all applicable State and Federal laws, rules and regulations, as amended.

SECTION 18. LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

SECTION 19. WAIVER

Any failure by a Party hereto to insist upon strict performance by any other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

SECTION 20. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument. If this Agreement is executed in counterparts, then it shall become fully executed only as of the execution of the last such counterpart called for by the terms of this Agreement to be executed.

SECTION 21. CAPTIONS

The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

SECTION 22. AUTHORITY; BINDING OBLIGATION

The Town and the EDCs represent that this Agreement has been approved by the Town Council and the board of directors of the EDCs in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so.

Schluter represents and warrants that this Agreement has been approved by appropriate action of Schluter, that the individual executing this Agreement on behalf of Schluter has been duly authorized to do so, and that, when executed by such individual, this Agreement shall be binding upon and enforceable against Schluter.

SECTION 23. ENTIRE AGREEMENT

This Agreement (with all referenced exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of the parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Agreement. Except as otherwise provided elsewhere in this Agreement, this Agreement cannot be modified without written supplemental agreement executed by the parties.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

EXECUTED and effective as of the ___th day of August 2019 by the Town, signing by and through its Town Administrator, duly authorized to execute same by resolution adopted by the Town Council on August 22, 2019; and by Owner, acting through its duly authorized official.

APPROVED AS TO FORM:
ASHLEY D. DIERKER,
TAYLOR, OLSON, ADKINS,
SRALLA & ELAM, L.L.P.
Town Attorney

TOWN OF NORTHLAKE
DREW CORN

Town Administrator

BY _____
Town Attorney

BY _____
Drew Corn
Town Administrator

ATTEST:

BY _____
Shirley Rogers, Town Secretary

Date: _____

SCHLUTER SYSTEMS, L.P.
A NY LIMITED PARTNERSHIP

BY: _____
C.J. Madonna Sec. To General Partner
S. Systems, Inc.

Date: _____

Exhibit A

Metes and bounds description of the Property

Exhibit B
Map

Exhibit C
Description of Improvements

Scope of work: improving a portion of a warehouse and distribution facility located at 17505 Interstate Highway 35W, Northlake, Texas. Scope will include but not be limited to:

REAL & PERSONAL PROPERTY IMPROVEMENTS:

1. Land Improvements:

Estimated Cost.....\$0

2. Real Property Improvements:

Estimated Cost.....\$3,200,000.00

3. Personal Property Improvements:

Estimated Cost.....\$1,800,000.00

TOTAL REAL & PERSONAL PROPERTY IMPROVEMENTS:\$5,000,000.00

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 2019
Re: Final Plat for The Highlands Phase II (FP-19-010)

Purpose: To consider approval of a Final Plat of The Highlands Phase II, a subdivision consisting of 76 residential lots on a 96.29-acre tract of land in the A. McDonald Survey, Abstract No. 785, generally located south of Northwest Crossing in The Highlands Phase I between Mulkey Lane and Sutherland Crescent, and zoned Rural Estate (RE).

Owner/Applicant/Developer: RCM Highlands, LP

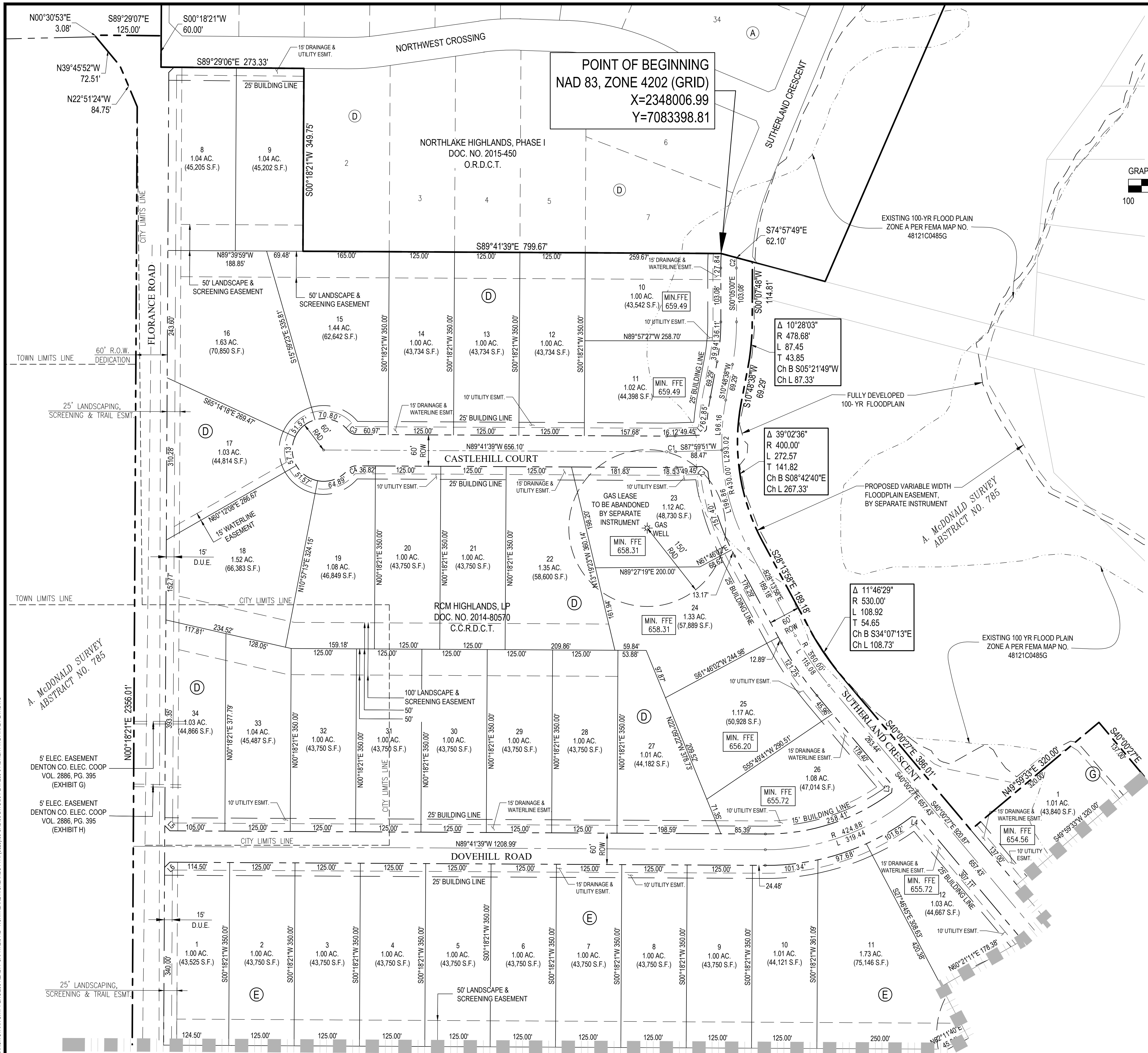
Engineer/Surveyor: Barron-Stark Engineers, LP

Background: This plat is for the latest phase of The Highlands development. The phase is currently under construction. A preliminary plat for The Highlands, which called for development in multiple phases, was approved by Town Council on September 11, 2014. The final plat for the first phase was approved on June 11, 2015.

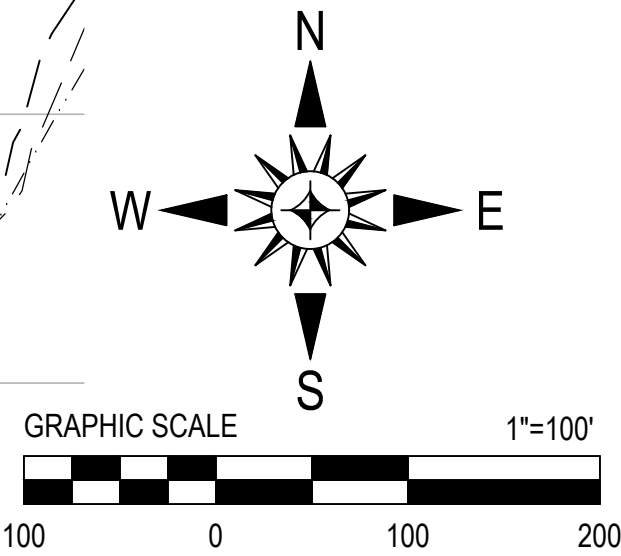
Staff Analysis: The applicant has provided a final plat application in accordance with the requirements of the Unified Development Code (UDC). The final plat is comprised of 76 single-family residential lots with a minimum lot size of one (1) acre. Accompanying public infrastructure construction plans were submitted for Phase I of the development and have been reviewed and approved by Town staff. The submitted final plat is consistent with the approved preliminary plat, and construction plans and meets all applicable zoning and development agreement requirements. Although consistent with the preliminary plat, the Phase 2 final plat varies from Phase 2 by modifying the boundary of the phase, combining what was initially planned as Phases 2A & 2B, and incorporating the two lots which were previously the site of the gas compressor station which has since been relocated. Staff has no objection with these variations from the preliminary plat as the changes still meet all applicable requirements.

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

USER: CYNTHIA SWIFT 11/17/21 AM
FILE NAME: N:\BARRON STARK\SWIFT ENG\2018\REALTY\CAPITAL\042 - NORTH LAKE HIGHLANDS PH II\0503000.DWG
FILE NAME: N:\BARRON STARK\SWIFT ENG\2018\REALTY\CAPITAL\042 - NORTH LAKE HIGHLANDS PH II\0503000.DWG



POINT OF BEGINNING
NAD 83, ZONE 4202 (GRID)
X=2348006.99
Y=7083398.81



CURVE TABLE					
CURVE No.	LENGTH	RADIUS	DELTA	CHORD DIRECTION	CHORD LENGTH
C1	17.32	430.00	2°18'30"	N89° 09' 06"E	17.32
C2	19.83	430.00	2°38'33"	S1° 14' 16"W	19.83
C3	17.91	20.00	51°19'04"	S64° 02' 07"E	17.32
C4	17.91	20.00	51°19'04"	S64° 38' 49"W	17.32
C5	17.91	20.00	51°19'04"	S19° 02' 07"E	17.32
C6	17.91	20.00	51°19'04"	N70° 21' 11"W	17.32
C7	15.92	20.01	45°35'59"	S67° 29' 48"E	15.51
C8	15.60	20.00	44°41'39"	N22° 20' 50"W	15.21

NOTE:
○ OPEN CIRCLE INDICATES 1/2" CAPPED IRON ROD SET STAMPED C.F. STARK, RPLS 5084
● SOLID CIRCLE INDICATES CONTROL MONUMENT FOUND AS LABELED

LINE TABLE		
LINE No.	LENGTH	BEARING
L1	14.67	S45°10'43"W
L2	14.67	S49°11'01"E
L3	13.83	S06°18'50"W
L4	14.42	N83°53'06"W
L5	14.14	N44°41'39"W
L6	14.14	S45°18'21"W
L7	13.90	S23°38'12"W
L8	13.85	N63°52'32"W
L9	14.14	S45°18'21"W

CONTROL CHECK BENCH MARK:
NGS MONUMENT "ARGYLE"
N: 7086130.67, E: 2369636.21
ELEV: 705.00
LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY NO. 377 AND FARM TO MARKET HIGHWAY NO. 407, SOUTH OF ARGYLE.

SITE BENCH MARK:
"X" CUT SET AT THE SOUTH END OF A SIDEWALK ON THE EAST SIDE OF SUTHERLAND CRESCENT AT THE SOUTH END OF THE HIGHLANDS PHASE I, RECORDED IN DOCUMENT NUMBER 2015-450, PLAT RECORDS, DENTON COUNTY, TEXAS.
N: 7083423.27, E: 2348108.36, STATE PLANE COORDINATE NAD 83, ZONE 4202 (GRID)
ELEVATION = 657.70

APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

Date _____

Mayor _____

Town Secretary _____



I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles F. Stark, RPLS
Texas Registration No. 5084

Final Plat

THE HIGHLANDS, PHASE II
Lots 8 thru 34, Block D, Lots 1 thru 29, Block E
Lots 1 thru 11, Block F and Lots 1 thru 9, Block G
An Addition to the Town of Northlake
Denton County, Texas

Being 96.29 Acres Situated in the
A. McDONALD SURVEY, ABSTRACT NO. 785
Town of Northlake, Denton County, Texas
AUGUST, 2019

OWNER / APPLICANT:
RCM HIGHLANDS, LP
3009 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
TEL: 469-533-4100



6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

JOB No. 236-9442
DATE AUG. 2019
SHEET

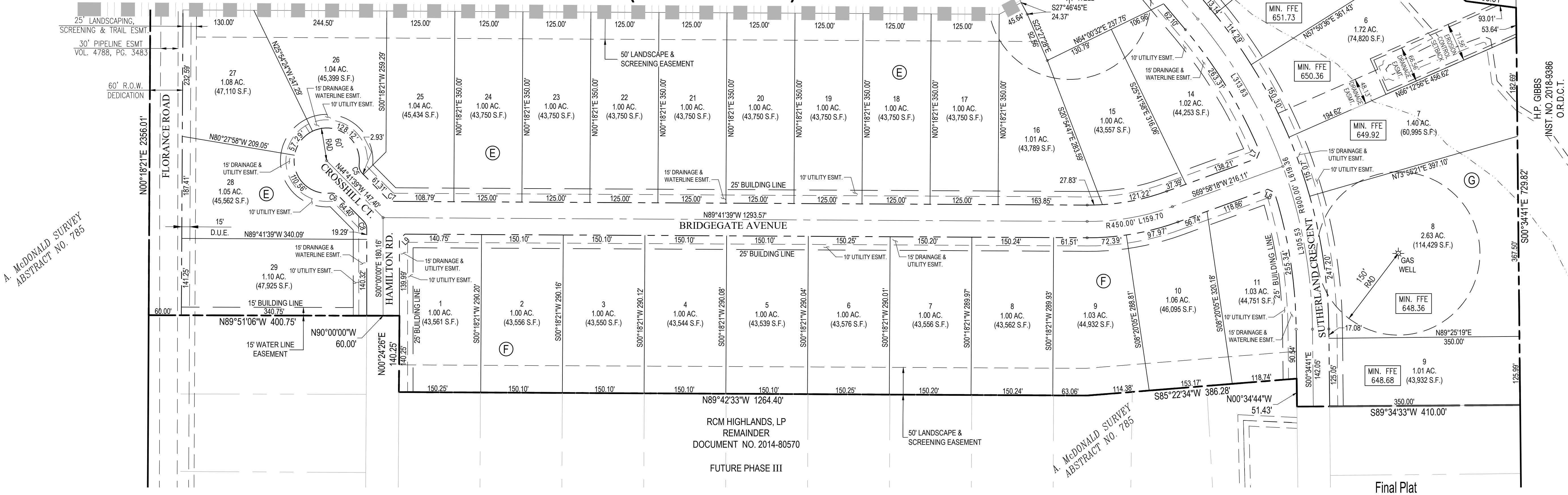
1 of 3

CURVE TABLE				
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L8	13.85	N63°52'32"W
L9	14.14	S45°18'21"W

CONTROL CHECK BENCH MARK:
NGS MONUMENT "ARGYLE"
N: 7086130.67, E: 2369636.21
ELEV: 705.30
LOCATED AT THE NORTHEAST CORNER OF THE INTERSECTION OF U.S. HIGHWAY NO. 377 AND FARM TO MARKET HIGHWAY NO. 407, SOUTH OF ARGYLE.
SITE BENCH MARK:
"X" CUT SET AT THE SOUTH END OF A SIDEWALK ON THE EAST SIDE OF SUTHERLAND CRESCENT AT THE SOUTH END OF THE HIGHLANDS PHASE II, RECORDED IN DOCUMENT NUMBER 2015-450, PLAT RECORDS, DENTON COUNTY, TEXAS.
N: 7083423.27, E: 2348108.36, STATE PLANE COORDINATE NAD 83, ZONE 4202 (GRID), ELEVATION = 657.70

MATCH LINE (SHEET 1 OF 3)



THE HIGHLANDS, PHASE II
Lots 8 thru 34, Block D, Lots 1 thru 29, Block E
Lots 1 thru 11, Block F and Lots 1 thru 9, Block G
An Addition to the Town of Northlake
Denton County, Texas

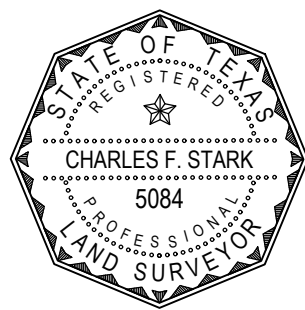
Being 96.29 Acres Situated in the
A. McDONALD SURVEY, ABSTRACT NO. 785
Town of Northlake, Denton County, Texas
AUGUST, 2019

APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

Date

Mayor

Town Secretary



I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.
Charles F. Stark, RPLS
Texas Registration No. 5084

OWNER / APPLICANT:
RCM HIGHLANDS, LP
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
TEL: 469-533-4100

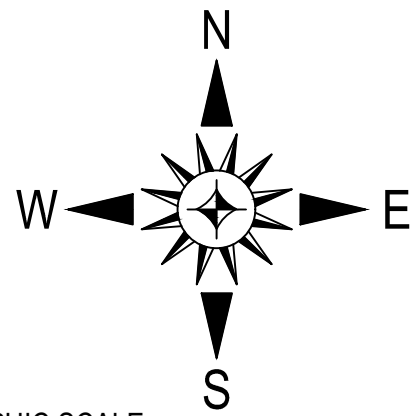


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www.barronstark.com

JOB No. 236-9442
DATE AUG. 2019
SHEET

2 of 3

USER: CYNTHIA SWIFT
FILE NAME: N:\BARROSTARK\SWIFT\ENG\2019\REALTY\CAPITAL\442-NORTHLAKE HIGHLANDS PH II\052019\00 CAD\00 DWG\08 PLAT\2019-842-NLH PH II 2 FINAL PLAT.DWG



GRAPHIC SCALE
1"=100'
100 0 100 200

USER: CYNTHIA.SWIFT
FILE NAME: N-BARRON-STARK-SWIFT-ENG-236-REACTAL-9442-NH-PI-2-FINAL-PLAT.DWG
DATE: 11/13/2019 1:13:40 PM
FILE NAME: N-BARRON-STARK-SWIFT-ENG-236-REACTAL-9442-NH-PI-2-FINAL-PLAT.DWG

DEDICATION

State of Texas }
County of Denton }

WHEREAS, RCM Highlands LP, are the Owners of the herein described tract of land to wit:

BEING 96.29 acres situated in the A. McDONALD SURVEY, Abstract No. 785, Town of Northlake, Denton County, Texas, being a portion of that certain tract of land described in deed to RCM HIGHLANDS, LP, recorded in Document Number 2014-80570, County Clerk's Records, Denton County, Texas, said being more particularly described as follows:

BEGINNING at a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" in the west line of Sutherland Crescent (a 60' Dedicated Public Right-of-Way), at the southeast corner of Lot 7, Block D, THE HIGHLANDS PHASE I, according the Amended Plat recorded in Document Number 2015-450, Official Records, Denton County, Texas, said BEGINNING point having a NAD 83, ZONE 4202 (Grid) coordinate value of X=2348006.99 and Y=7083398.81, for reference;

THENCE S 74°57'49" E, a distance of 62.10 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" for the northeast corner of the herein described 96.29 acre tract;

THENCE along the east line of the herein described 96.29 acre tract, as follows:

S 00°07'48" W, a distance of 114.81 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the right, whose radius is 478.68 feet and whose long chord bears S 05°21'49" W, a chord distance of 87.33 feet;
Along said curve in a southwesterly direction, through a central angle of 10°28'03", an arc distance of 87.45 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 10°48'38" W, a distance of 69.29 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 400.00 feet and whose long chord bears S 08°42'40" E, a chord distance of 267.33 feet;
Along said curve in a southeasterly direction, through a central angle of 39°02'36", an arc distance of 272.57 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 28°13'58" E, a distance of 189.18 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the beginning of a curve to the left, whose radius is 530.00 feet and whose long chord bears S 34°07'13" E, a chord distance of 108.73 feet;
Along said curve in a southeasterly direction, through a central angle of 11°46'29", an arc distance of 108.92 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 40°00'27" E, a distance of 386.01 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 49°59'33" E, a distance of 320.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 40°00'27" E, a distance of 464.92 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 45°29'29" E, a distance of 166.30 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 49°26'46" E, a distance of 198.34 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 82°34'54" E, a distance of 93.01 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" in the east line of said RCM HIGHLANDS, LP, tract and being the west line of that certain tract of land described in deed to H.P. Gibbs, recorded in document number 2018-9386, County Clerk's records, Denton County, Texas;

THENCE S 00°34'41" E, along the common line of said RCM HIGHLANDS, LP, tract and said H.P. GIBBS, a distance of 729.82 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" at the southeast corner of the herein described 96.29 acre tract;

THENCE along the south line of the herein described 96.29 acre tract, as follows:

S 89°34'33" W, a distance of 410.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 00°34'44" W, a distance of 51.43 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
S 85°22'34" W a distance of 386.28 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 89°42'33" W, a distance of 1264.40 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 00°24'26" E, a distance of 140.25 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
WEST, a distance of 60.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 89°51'06" W, a distance of 400.75 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" in the approximate centerline of Mulkey Lane (a variable width Right-of-Way) for the southwest corner of the herein described 96.29 acre tract;

THENCE along the approximate centerline of Mulkey Lane, being the west line of said RCM HIGHLANDS, LP, tract, as follows:

N 00°18'21" E, a distance of 2356.01 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 22°51'24" W, a distance of 84.75 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";
N 39°45'52" W, a distance of 72.51 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

THENCE N 00°30'53" E, leaving the approximate centerline of said Mulkey Lane, a distance of 3.08 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" for the most westerly northwest corner of the herein described 96.29 acre tract;

THENCE S 89°29'07" E, a distance of 125.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084";

THENCE S 00°18'21" W, a distance of 60.00 feet to a 1/2" capped iron rod set stamped "C.F. Stark RPLS 5084" in the south line of Northwest Crossing (a 60' Dedicated Public Right-of-Way);

THENCE S 89°29'06" E, along the south line of said Northwest Crossing, a distance of 273.33 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the northwest corner of Lot 2, Block D of said THE HIGHLANDS PHASE I;

THENCE S 00°18'21" W, along the west line of said Lot 2, Block D, a distance of 349.75 feet to a 1/2" capped iron rod found stamped "C.F. Stark RPLS 5084" at the southwest corner of said Lot 2, Block D;

THENCE S 89°41'39" E, along the south line of said Block D of said NORTHLAKE HIGHLAND PHASE I, a distance of 799.67 to the POINT OF BEGINNING and containing 96.29 acres of land, more or less.

Do hereby dedicate same to be known as Lots 8 thru 34, Block D, Lots 1 thru 29, Block E, Lots 1 thru 11, Block F and Lots 1 thru 9, Block G, The Highlands Phase II, an addition to the Town of Northlake, Denton County, Texas and whose name is subscribed hereto, hereby dedicate to the use of the public forever all rights-of ways, water easements, drainage easements and all utility easements as shown on this plat.

Witness My hand this the _____ Day of _____, 2019

RCM Highlands, LP.

Printed name _____

Title _____

State of Texas }
County of Tarrant }

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 the same was the act of _____ and that he executed the same as the act of said **RCM Highlands, LP**, for the purposes and considerations therein stated.

Given under my hand and seal of office this the _____ day of _____, 2019.

Notary Public, Tarrant County, Texas

GENERAL NOTES:

- 1/2" IRON PINS CAPPED "R.P.L.S. 5084," SET AT ALL PROPERTY CORNERS UPON COMPLETION OF CONSTRUCTION (UNLESS OTHERWISE SPECIFIED ON PLAT)
- FRONT BUILDING SETBACK LINE IS 25', SIDE YARD BUILDING SETBACK LINE IS 15'.
- 1.0 ACRE MINIMUM LOT TYPICAL LOT SIZE: 125' X 350' ALL LOTS 1 AC. NET DRAINAGE ESMT.
- WATER PROVIDED BY TOWN OF NORTHLAKE SEWER SERVICE TO BE PROVIDED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES (OSSF) PERMITTED BY THE TOWN OF NORTHLAKE
- NUMBER OF RESIDENTIAL LOTS = 75
- ALL STREETS ARE 60' RIGHT-OF-WAY UNLESS OTHERWISE NOTED.
- 10' X 10' CORNER CLIPS ON ALL STREET ROW INTERSECTION
- ALL EASEMENTS AND RIGHTS-OF-WAY SHOWN ON PLAT ARE TO BE DEDICATED BY THIS PLAT UNLESS OTHERWISE NOTED.
- 15' DRAINAGE AND UTILITY EASEMENT ADJACENT TO ALL RIGHT-OF-WAY.
- FENCES AND AUXILIARY BUILDINGS ARE NOT ALLOWED WITHIN LIMITS OF EROSION CONTROL SETBACK.
- SURFACE SITE EASEMENT RECORDED IN VOLUME 4788, PAGE 3495 OF THE OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS RELEASED BY MUTUAL RELEASE AGREEMENT RECORDED BY DOCUMENT NUMBER 26319, RECEIPT NUMBER 201903130000040, DATED MARCH 18, 2019, OFFICIAL PUBLIC RECORDS OF DENTON COUNTY, TEXAS.

UTILITY EASEMENTS

ANY PUBLIC FRANCHISED UTILITY, INCLUDING THE TOWN OF NORTHLAKE, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCE, TREE, SHRUB, OTHER GROWTH OR IMPROVEMENT WHICH IN ANY WAY ENDANGERS OR INTERFERES WITH THE CONSTRUCTION, MAINTENANCE, OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THE PLAT; AND THEY SHALL HAVE THE RIGHT AT ALL TIMES TO INGRESS AND EGRESS UPON SAID EASEMENTS 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 OF PROCURING THE PERMISSION OF ANYONE.

THE HOMEOWNERS

SHALL KEEP THE ADJACENT DRAINAGE WAYS TRAVERSING THEIR PROPERTY CLEAN AND FREE OF DEBRIS, SILT OR OTHER SUBSTANCES, WHICH WOULD RESULT IN UNSANITARY CONDITIONS, AND THE TOWN SHALL HAVE THE RIGHT OF ENTRY FOR THE PURPOSES OF INSPECTING THE MAINTENANCE WORK BY THE PROPERTY OWNERS.

CONSTRUCTION PROHIBITED OVER EASEMENTS

NO PERMANENT BUILDING OR STRUCTURES SHALL BE CONSTRUCTED OVER ANY EXISTING OR PLATTED WATER, SANITARY SEWER, DRAINAGE, GAS, ELECTRIC, OR OTHER UTILITY EASEMENT OF ANY TYPE.

LANDSCAPING, SCREENING, TRAIL OR DRAINAGE EASEMENTS

ALL LANDSCAPING, SCREENING, TRAIL AND DRAINAGE EASEMENTS SHOWN HEREON ARE PRIVATE. THEY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THE HOME OWNER'S ASSOCIATION.

DRAINAGEWAY MAINTENANCE

THE TOWN OF NORTHLAKE WILL NOT BE RESPONSIBLE FOR THE MAINTENANCE, EROSION CONTROL, AND/OR OPERATION OF PRIVATELY OWNED DRAINAGE WAYS WITHIN THE ADDITION.

NOTE:

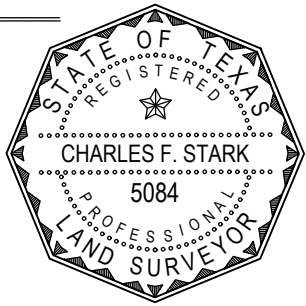
ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48121C0485G EFFECTIVE DATE: APRIL 18, 2011 THIS PROPERTY DOES CONTAIN PROPERTY WITHIN THE 100-YEAR FLOOD HAZARD AREA.

NOTE:

ACCORDING TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48121C0485G EFFECTIVE DATE: APRIL 18, 2011 THIS PROPERTY DOES CONTAIN PROPERTY WITHIN THE 100-YEAR FLOOD HAZARD AREA.

I hereby certify this plat is true and correct and was prepared from an actual survey of the property made under my supervision on the ground.

Charles F. Stark, RPLS
Texas Registration No. 5084
USE OF THIS ELECTRONIC SEAL/SIGNATURE
AUTHORIZED BY CHARLES F. STARK, R.P.L.S.
TEXAS REGISTRATION NO. 5084

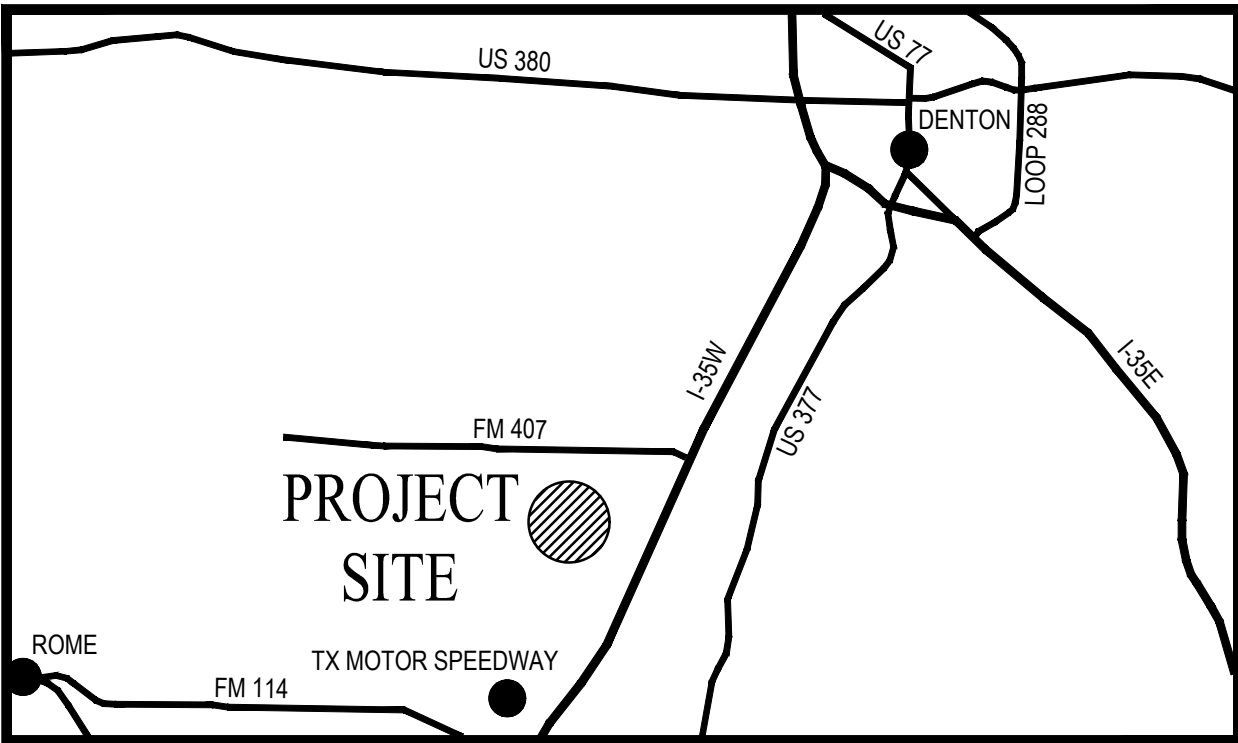


APPROVED BY THE NORTHLAKE TOWN COUNCIL ON:

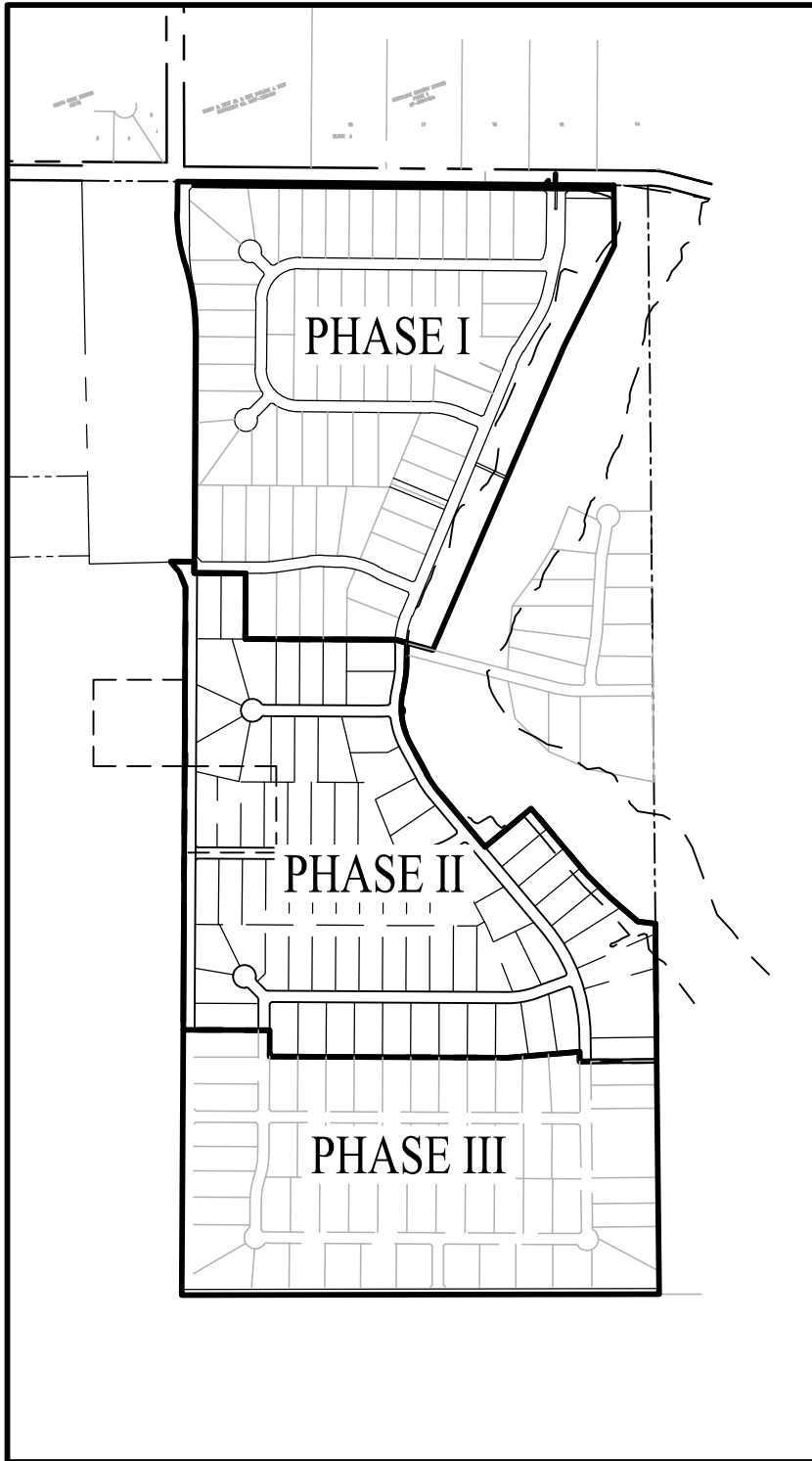
Date

Mayor

Town Secretary



LOCATION MAP



KEY MAP

Final Plat

THE HIGHLANDS, PHASE II
Lots 8 thru 34, Block D, Lots 1 thru 29, Block E
Lots 1 thru 11, Block F and Lots 1 thru 9, Block G
An Addition to the Town of Northlake
Denton County, Texas

Being 96.29 Acres Situated in the
A. McDONALD SURVEY, ABSTRACT NO. 785
Town of Northlake, Denton County, Texas
AUGUST, 2019

OWNER / APPLICANT:
RCM HIGHLANDS, LP
909 LAKE CAROLYN PARKWAY, SUITE 150
IRVING, TEXAS 75039
TEL: 469-533-4100



6221 Southwest Boulevard, Suite 100
Fort Worth, Texas 76132
(O) 817.231.8100 (F) 817.231.8144
Texas Registered Engineering Firm F-10998
Texas Registered Survey Firm F-10158800
www.barronstark.com

JOB No. 236-9442
DATE AUG. 2019
SHEET

3 of 3

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 2019
Re: Final Plat for The Ridge at Northlake Phase 1 (FP-19-011)

Purpose: To consider approval of a Final Plat of The Ridge at Northlake Phase 1, a subdivision consisting of 267 residential lots and 20 common area lots on an 86.072-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located on the south side of Robson Ranch Road, approximately 1,600 feet east of Ed Robson Blvd, and zoned Mixed-Use Planned Development (MPD).

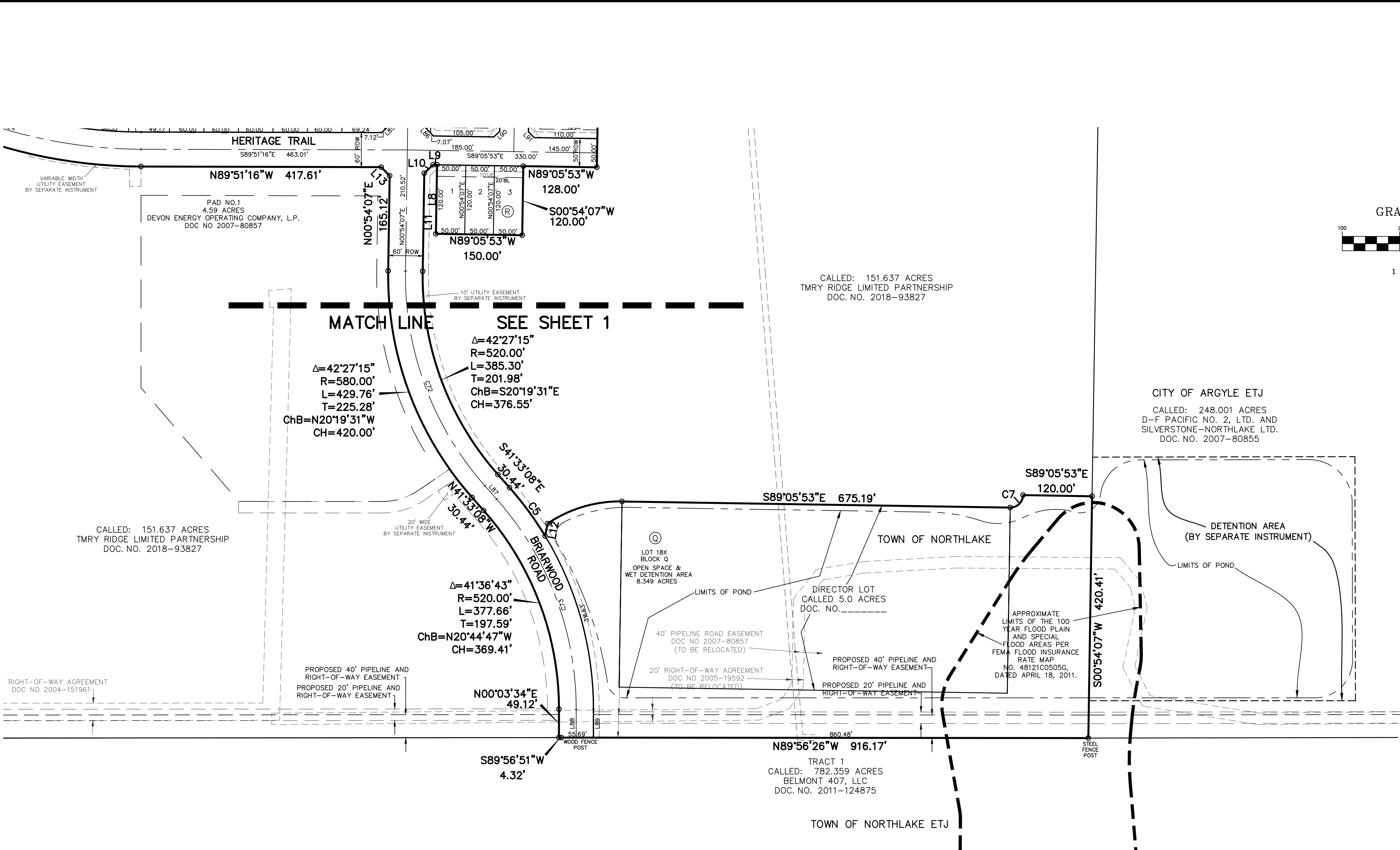
Owner/Applicant/Developer: TMRY Ridge, LP

Engineer/Surveyor: JBI Partners

Background: This plat is for the initial phase of The Ridge at Northlake development which is currently under construction. A Mixed-Use Planned Development (MPD) was approved for the development, then known as Heritage Fields, on June 26, 2014. The MPD was amended most recently on July 26, 2018 to reflect revisions to the design concept of the development including a rebranding to The Ridge at Northlake. A preliminary plat for the development was approved following that MPD amendment on August 9, 2019. The MPD amendment following this item on the same agenda will have no effect on this final plat as it only provides a provision for a temporary manufactured home.

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 287 lots, including 20 common area lots to be owned and maintained by the homeowner's association and 267 single-family residential lots with lot widths ranging from 50 feet to 70 feet. Construction plans for water, sewer, streets and storm drainage have been reviewed and approved by staff. The submitted final plat is consistent with the approved preliminary plat and construction plans and meets all applicable zoning and development agreement requirements.

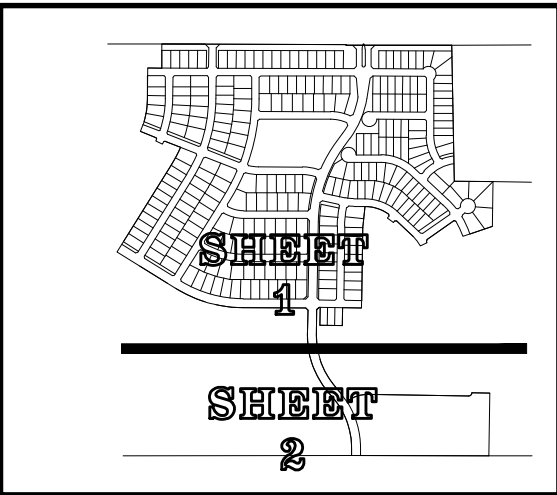
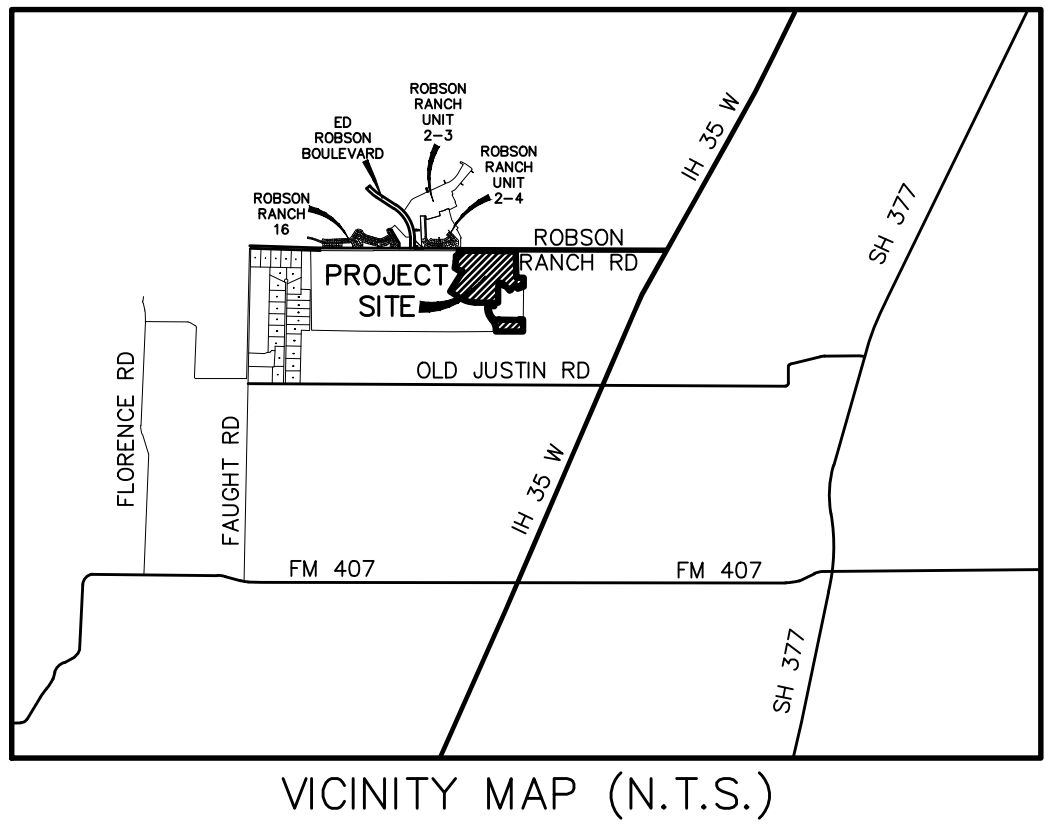
Staff Findings: Staff finds the final plat meets all applicable requirements.



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.

RIDGE AT NORTHLAKE PHASE TABLE						
	SF-50	SF-60	SF-70	1 ACRE	UNITS	ACREAGE
PHASE I	91	114	62	0	267	86.072
PHASE II	111	61	39	0	211	65.565
PHASE III	72	114	0	0	186	51.762
PHASE IV	62	95	67	0	224	76.250
PHASE V	0	47	72	0	119	36.651
PHASE VI	0	0	0	31	31	45.102
COMMERCIAL	-	-	-	-	-	9.383
TOTAL	336	431	240	31	1038	370.785

- LEGEND**
- IRS CAPPED IRON ROD SET WITH
IRF YELLOW CAP STAMPED "JBI"
BL IRON ROD FOUND
ROW BUILDING LINE
VOL. RIGHT-OF-WAY
PG. VOLUME
DOC. NO. DOCUMENT NUMBER
R RADIUS
◊ STREET NAME CHANGE INDICATOR



- NOTES:**
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCE AND STATE LAW AND IS SUBJECT TO FINES AND WITHHOLDING OF UTILITIES AND BUILDING PERMITS.
2. ALL CORNERS ARE ONE-HALF INCH IRON ROD WITH YELLOW CAP STAMPED "JBI" SET UNLESS OTHERWISE NOTED.

FINAL PLAT

**THE RIDGE AT NORTHLAKE,
PHASE 1**

267 RESIDENTIAL LOTS AND 20 COMMON AREA LOTS

BEING 86.072 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18-0726
ZONED MIXED-USE PLANNED DEVELOPMENT (MPD)

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

Revised: August 12, 2019
Submitted: December 25, 2018

Sheet 2 of 4

Plotted by: psnider Plot Date: 8/12/2019 10:37 AM

Drawing: H:\Projects\048121C0505G-The Ridge at Northlake\dwg\Survey\048121C0505G-DAR008-pt-1-(PH1).dwg Saved By: psnider Save Time: 8/12/2019 10:21 AM

LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE			LOT AREA TABLE		
BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES	BLOCK--LOT	SQUARE FEET	ACRES
A-1	7,200	0.165	C-21X	26,328	0.604	D-36	7,139	0.164	E-10	7,200	0.165	H-10	7,704	0.177	J-7	8,556	0.196	L-1	9,208	0.211
A-2	7,200	0.165	D-1	6,000	0.138	D-37	8,065	0.185	E-11	10,348	0.238	H-11	8,071	0.185	J-8	8,997	0.207	L-2	7,200	0.165
A-3	7,200	0.165	D-2	6,000	0.138	D-38	8,013	0.184	E-12	8,848	0.203	H-12	9,952	0.228	J-9	8,803	0.202	L-3	7,200	0.165
A-4	7,200	0.165	D-3	6,000	0.138	D-39	6,773	0.155	E-13	8,520	0.196	H-13	11,059	0.254	J-10	8,556	0.196	L-4	7,200	0.165
A-5	7,200	0.165	D-4	6,000	0.138	D-40	6,004	0.138	E-14	8,520	0.196	H-14	9,136	0.210	J-11	8,556	0.196	L-5	7,200	0.165
A-6	7,200	0.165	D-5	6,000	0.138	D-41	6,000	0.138	E-15	8,520	0.196	H-15	8,657	0.199	J-12	8,556	0.196	L-6	7,200	0.165
A-7	7,200	0.165	D-6	6,000	0.138	D-42	6,000	0.138	E-16	8,520	0.196	H-16	8,400	0.193	J-13	8,556	0.196	L-7	7,200	0.165
A-8	7,200	0.165	D-7	7,150	0.164	D-43	6,000	0.138	E-17	8,520	0.196	H-17	8,400	0.193	J-14	8,556	0.196	L-8	7,200	0.165
A-9	7,200	0.165	D-8	7,150	0.164	D-44	6,000	0.138	E-18	9,774	0.224	H-18	8,400	0.193	J-15	9,408	0.216	L-9	7,945	0.182
A-10	7,200	0.165	D-9	6,000	0.138	D-45	7,000	0.161	E-19X	14,008	0.322	H-19	8,400	0.193	J-16	9,408	0.216	L-10	8,282	0.190
A-11	7,200	0.165	D-10	6,000	0.138	D-46	7,094	0.163	F-1	7,712	0.177	H-20	8,400	0.193	J-17	11,264	0.259	L-11X	9,532	0.219
A-12	7,200	0.165	D-11	6,000	0.138	D-47	6,000	0.138	F-2	7,481	0.172	H-21	8,400	0.193	J-18X	2,211	0.051	M-1	8,350	0.192
A-13	7,200	0.165	D-12	6,000	0.138	D-48	6,000	0.138	F-3	7,481	0.172	H-22	8,400	0.193	K-1	12,164	0.279	M-2	7,200	0.165
A-14	7,200	0.165	D-13	6,000	0.138	D-49	6,173	0.142	F-4	7,481	0.172	H-23	9,000	0.207	K-2	10,206	0.234	M-3	7,200	0.165
A-15X	58,197	1.336	D-14	6,000	0.138	D-50	6,853	0.157	F-5	7,481	0.172	H-24X	4,700	0.108	K-3	10,209	0.234	M-4	7,200	0.165
B-1X	2,957	0.068	D-15	6,000	0.138	D-51	7,143	0.164	F-6	7,399	0.170	I-1	13,586	0.312	K-4	9,991	0.229	M-5	7,200	0.165
C-1	6,000	0.138	D-16	6,000	0.138	D-52	7,230	0.166	F-7	7,200	0.165	I-2	7,647	0.176	K-5	8,520	0.196	M-6	7,200	0.165
C-2	6,000	0.138	D-17	6,000	0.138	D-53	7,177	0.165	F-8	8,350	0.192	I-5	6,139	0.141	K-6	8,520	0.196	M-7	7,200	0.165
C-3	6,000	0.138	D-18	6,000	0.138	D-54	6,970	0.160	F-9	9,550	0.219	I-6	7,367	0.169	K-7	8,520	0.196	M-8	7,200	0.165
C-4	6,000	0.138	D-19	9,049	0.208	D-55	6,133	0.141	F-10	8,991	0.206	I-7	12,162	0.279	K-8	8,520	0.196	M-9	7,876	0.181
C-5	6,000	0.138	D-20	6,373	0.146	D-56	7,056	0.162	F-11	9,439	0.217	I-8	9,358	0.215	K-9	8,520	0.196	M-10	9,411	0.216
C-6	6,091	0.140	D-21	7,039	0.162	D-57	6,446	0.148	F-12	9,439	0.217	I-9	8,540	0.196	K-10	8,497	0.195	P-4	11,925	0.274
C-7	6,454	0.148	D-22	7,952	0.183	D-58	6,000	0.138	F-13	9,439	0.217	I-10	8,540	0.196	K-11	9,750	0.224	P-5	13,935	0.320
C-8	11,443	0.263	D-23	8,686	0.199	D-59	6,582	0.151	F-14	9,439	0.217	I-11	8,540	0.196	K-12	7,800	0.179	P-6	13,722	0.315
C-9	9,497	0.218	D-24	8,052	0.185	D-60X	28,939	0.664	F-15	9,651	0.222	I-12	8,540	0.196	K-13	7,800	0.179	P-7	12,615	0.290
C-10	6,517	0.150	D-25	6,929	0.159	D-61X	5,637	0.129	F-16X	3,021	0.069	I-13	8,540	0.196	K-14	7,800	0.179	P-8	11,096	0.255
C-11	6,304	0.145	D-26	6,271	0.144	D-62X	6,917	0.159	G-1X	172,400	3.958	I-14	13,273	0.305	K-15	7,800	0.179	P-9	10,001	0.230
C-12	6,358	0.146	D-27	6,017	0.138	E-1	8,350	0.192	H-1	7,800	0.179	I-15X	2,144	0.049	K-16	7,800	0.179	P-10	9,981	0.229
C-13	6,412	0.147	D-28	7,169	0.165	E-2	7,200	0.165	H-2	7,560	0.174	I-37	6,139	0.141	K-17	9,009	0.207	P-11	12,466	0.286
C-14	6,466	0.148	D-29	7,169	0.165	E-3	7,200	0.165	H-3	7,560	0.174	I-38	7,367	0.169	K-18	8,111	0.186	Q-18X	363,703	8.349
C-15	6,520	0.150	D-30	7,257	0.167	E-4	7,200	0.165	H-4	7,560	0.174	J-1	11,992	0.275	K-19	7,959	0.183	R-1	6,000	0.138
C-16	6,574	0.151	D-31	10,110	0.232	E-5	7,200	0.165	H-5	7,560	0.174	J-2	10,016	0.230	K-20	7,958	0.183	R-2	6,000	0.138
C-17	6,627	0.152	D-32	7,231	0.166	E-6	7,200	0.165	H-6	7,560	0.174	J-3	8,556	0.196	K-21	7,981	0.183	R-3	6,000	0.138
C-18	8,316	0.191	D-33	6,133	0.141	E-7	7,200	0.165	H-7	7,560	0.174	J-4	8,556	0.196	K-22	7,961	0.183	W-12	10,046	0.231
C-19	7,703	0.177	D-34	6,133	0.141	E-8	7,200	0.165	H-8	7,560	0.174	J-5	8,556	0.196	K-23	9,950	0.228	W-13	7,613	0.175
C-20X	1,852	0.043	D-35	6,194	0.142	E-9	7,200	0.165	H-9	7,560	0.174	J-6	8,556	0.196	K-24X	2,300	0.053	W-14	7,200	0.165

CURVE TABLE							CURVE TABLE							CURVE TABLE						
NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD	NO.	LENGTH	DELTA	RADIUS	TANGENT	CHORD BEARING	CHORD
C1	7.32'	001°36'49"	260.00'	3.66'	N26°28'23"W	7.32'	C40	706.07'	031°51'16"	1270.00'	362.42'	N16°04'22"E	697.02'	C75	140.81'	011°17'02"	715.00'	70.63'	S06°32'38"W	140.58'
C2	12.44'	004°04'18"	175.00'	6.22'	S39°40'53"W	12.43'	C41	428.44'	019°43'02"	1245.00'	216.36'	N10°00'15"E	426.33'	C76	127.33'	010°34'23"	690.00'	63.85'	S06°11'19"W	127.15'
C3	15.97'	004°04'01"	225.00'	7.99'	S39°40'44"W	15.97'	C42	118.31'	005°20'14"	1270.00'	59.20'	N02°48'51"E	118.26'	C77	33.27'	005°51'54"	325.00'	16.85'	S86°55'19"E	33.25'
C4	170.65'	035°33'18"	275.00'	88.17'	N72°04'37"W	167.93'	C43	83.21'	003°40'54"	1295.00'	41.62'	N01°59'11"E	83.20'	C78	63.04'	012°02'24"	300.00'	31.64'	S83°50'04"E	62.93'
C5	104.60'	010°19'59"	580.00'	52.44'	N36°23'09"W	104.46'	C44	32.82'	005°47'12"	325.00'	16.43'	N87°15'08"E	32.81'	C79	57.79'	012°02'24"	275.00'	29.00'	S83°50'04"E	57.68'
C7	34.56'	090°00'00"	22.00'	22.00'	N45°54'07"E	31.11'	C45	49.04'	009°22'00"	300.00'	24.58'	N85°27'44"E	48.99'	C80	245.73'	043°18'49"	325.00'	129.07'	N68°11'46"W	239.92'
C8	128.40'	008°48'38"	835.00'	64.33'	N27°35'41"E	128.28'	C46	32.89'	006°31'08"	275.00'	16.46'	N86°43'10"E	32.87'	C81	224.39'	042°51'16"	300.00'	117.73'	N68°25'38"W	219.19'
C9	19.01'	001°31'25"	715.00'	9.51'	N24°45'36"E	19.01'	C47	49.04'	009°22'00"	300.00'	24.58'	S85°27'44"W	48.99'	C82	18.69'	005°21'16"	200.00'	9.35'	S40°19'22"W	18.68'
C10	15.48'	001°20'02"	665.00'	7.74'	N24°51'18"E	15.48'	C48	32.99'	180°00'00"	10.50'	INFINITY'	S89°51'16"E	21.00'	C83	87.50'	021°20'02"	235.00'	44.26'	N36°19'59"W	87.00'
C11	48.75'	004°02'54"	690.00'	24.39'	N23°29'52"E	48.74'	C49	27.26'	020°49'26"	75.00'	13.78'	S10°33'27"W	27.11'	C84	19.41'	004°16'38"	260.00'	9.71'	N44°51'41"W	19.40'
C12	216.04'	018°36'49"	665.00'	108.98'	N09°27'09"E	215.09'	C50	27.26'	020°49'26"	75.00'	13.78'	N10°15'59"W	27.11'	C85	263.89'	028°48'00"	525.00'	134.80'	N32°36'00"W	261.12'
C13	256.85'	021°19'41"	690.00'	129.93'	N10°48'35"E	255.37'	C51	296.35'	026°57'07"	630.00'	150.97'	N23°04'00"E	293.63'	C86	126.27'	013°09'16"	550.00'	63.42'	N24°46'38"W	126.00'
C14	234.65'	018°48'12"	715.00'	118.39'	N09°32'50"E	233.60'	C52	381.15'	036°23'49"	600.00'	197.25'	N18°20'39"E	374.77'	C87	261.80'	300°00'00"	50.00'	28.87'	N35°00'05"W	50.00'
C15	265.80'	018°14'19"	835.00'	134.03'	N09°15'54"E	264.68'	C53	131.46'	013°12'52"	570.00'	66.02'	N16°11'53"E	131.17'	C88	80.17'	008°21'06"	550.00'	40.16'	N42°49'27"W	80.10'
C16	320.49'	019°13'41"	955.00'	161.77'	N09°45'35"E	318.99'	C54	131.10'	023°06'46"	325.00'	66.46'	N78°17'53"W	130.22'	C89	69.70'	007°59'12"	500.00'	34.91'	N43°00'24"W	69.64'
C18	339.10'	019°19'57"	1005.00'	171.18'	N09°48'43"E	337.50'	C55	139.68'	026°40'37"	300.00'	71.13'	N76°30'57"W	138.42'	C90	188.88'	039°21'07"	275.00'	98.33'	S62°40'34"W	185.19'
C19	380.77'	019°23'32"	1125.00'	192.22'	N09°50'30"E	378.95'	C56	107.38'	022°22'18"	275.00'	54.38'	N78°40'07"W	106.70'	C91	208.92'	039°54'03"	300.00'	108.90'	S62°57'01"W	204.72'
C20	181.68'	009°15'11"	1125.00'	91.04'	N27°22'25"E	181.49'	C57	56.64'	005°41'36"	570.00'	28.34'	N33°41'45"E	56.62'	C92	80.53'	014°11'47"	325.00'	40.47'	S76°15'59"W	80.32'
C21	149.64'	008°31'51"	1005.00'	74.96'	N27°44'05"E	149.50'	C58	208.71'	012°51'31"	930.00'	104.80'	S30°06'48"W	208.28'	C93	99.58'	016°32'18"	345.00'	50.14'	S75°25'05"W	99.24'
C23	140.45'	008°25'35"	955.00'	70.35'	N27°47'13"E	140.32'	C59	559.84'	035°38'26"	900.00'	289.31'	S18°43'20"W	550.86'	C94	130.32'	027°09'08"	275.00'	66.41'	S13°25'50"E	129.11'
C24	467.01'	031°51'16"	840.00'	239.71'	S73°55'38"E	461.02'	C60	329.84'	021°43'20"	870.00'	166.92'	S25°40'53"W	327.87'	C95	142.17'	027°09'08"	300.00'	72.45'	S13°25'50"E	140.84'
C25	440.31'	031°08'44"	810.00'	225.74'	S74°16'54"E	434.91'	C61	208.78'	013°54'33"	860.00'	104.90'	S21°08'27"W	208.26'	C96	154.02'	027°09'08"	325.00'	78.48'	S13°25'50"E	152.58'
C26	301.35'	030°49'56"	560.00'	154.42'	S74°26'18"E	297.73'	C62	104.90'	018°29'38"	325.00'	52.91'	N80°36'27"W	104.45'	C97	78.38'	013°49'08"	325.00'	39.38'	S49°54'34"W	78.19'
C27	297.44'	031°51'51"	535.00'	152.67'	S73°55'38"E	293.62'	C63	110.34'	021°04'26"	300.00'	55.80'	N79°19'03"W	109.72'	C98	243.08'	042°51'16"	325.00'	127.54'	N68°25'38"W	237.46'
C28	273.54'	030°43'16"	510.00'	140.15'	S74°29'20"W	270.27'	C64	86.51'	018°01'28"	275.00'	43.62'	N80°50'32"W	86.16'	C99	224.39'	042°51'16"	300.00'	117.73'	N68°25'38"W	219.19'
C29	216.55'	031°51'16"	389.50'	111.15'	S73°55'38"E	213.77'	C65	225.95'	013°46'20"	940.00'	113.52'	S12°29'26"W	225.40'	C100	205.69'	042°51'16"	275.00'	107.92'	N68°25'38"W	200.93'
C30	139.55'	029°43'28"	269.00'	71.39'	S74°59'32"E	137.99'	C66	202.84'	012°29'47"	930.00'	101.82'	S12°30'25"W	202.93'	C101	225.62'	258°31'19"	50.00'	61.17'	S39°24'23"W	77.43'
C31	135.66'	031°51'16"	244.00'	69.63'	S73°55'38"E	133.91'	C67	2.99'	000°27'22"	275.00'	1.49'	N89°32'35"W	2.94'	C102	235.80'	270°00'00"	50.00'	50.00'	S44°51'16"E	70.71'
C32	112.44'	029°25'03"	219.00'	57.49'	S75°08'44"E	111.21'	C68	15.92'	003°38'55"	250.00'	7.96'	N88°01'48"W	15.92'	C103	158.08'	181°08'46"	50.00'	4999.50'	N44°51'16"W	99.99'
C33	236.02'	010°28'32"	1295.00'	118.34'	N28°12'05"E	235.69'	C69	7.43'	000°27'22"	930.00'	3.71'	S01°07'51"W	7.43'							
C35	193.73'	008°56'32"	1245.00'	97.06'	N27°32'32"E	193.54'	C70	131.33'	008°38'57"	870.00'	65.79'	S05°13'36"W	131.21'							
C36	86.18'	015°11'34"	325.00'	43.34'	S82°15'29"E	85.93'	C71	119.34'	007°57'03"	860.00'	59.77'	S04°52'38"W	119.24'							
C37	111.67'	021°19'41"	300.00'	56.49'	S79°11'25"E	111.03'	C72	407.53'	042°27'15"	550.00'	213.63'	S20°19'31"E	398.27'							
C38	67.60'	014°05'01"	275.00'	33.97'	S82°48'45"E	67.43'	C73	399.45'	041°36'43"	550.00'	208.99'	N20°44'47"W	390.72'							
C39	292.51'	012°56'31"	1295.00'	146.88'	N23°24'17"E	291.89'	C74	136.21'	010°32'47"	740.00'	68.30'	S06°10'31"W	136.02'							

OWNER’S CERTIFICATE

STATE OF TEXAS §

DENTON COUNTY §

WHEREAS TMRY Ridge Limited Partnership are the owners of a parcel of land located in the Town of Northlake, Denton County, Texas, a part of the Patrick Rock Survey, Abstract No. 1063, and being a part of that called 151.637 acre tract of land described in a special warranty deed to TMRY Ridge Limited Partnership as recorded in Document Number 2018–93827, Official Public Records of Denton County, Texas, and being further described as follows:

BEGINNING at a one–half inch iron rod found for the northeast corner of said 151.637 acre tract of land, said point being in the west line of that called 283.564 acre tract of land described in deed to D–F Denton Fund 28, LTD. recorded in Volume 4481, Page 169, Deed Records Denton County, Texas, and said point being in the south right–of–way line of Robson Ranch Road (a variable width right–of–way);

THENCE along the east line of said 151.637 acre tract of land and along the west line of said 283.564 acre tract of land as follows:

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

THENCE South 00 degrees 54 minutes 07 seconds West, 301.12 feet along the east line of said 151.637 acre tract of land to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 71 degrees 48 minutes 00 seconds West, 209.04 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 111.61 feet along a curve to the left which has a central angle of 12 degrees 47 minutes 22 seconds, a radius of 500.00 feet, a tangent of 56.04 feet, and whose chord bears North 24 degrees 35 minutes 41 seconds West, 111.38 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 78 degrees 16 minutes 55 seconds West, 13.71 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 54 degrees 59 minutes 55 seconds West, 220.58 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 13 degrees 18 minutes 31 seconds West, 14.94 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Southeasterly, 7.32 feet along a curve to the right which has a central angle of 01 degrees 36 minutes 49 seconds, a radius of 260.00 feet, a tangent of 3.66 feet, and whose chord bears South 26 degrees 28 minutes 23 seconds East, 7.32 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 64 degrees 20 minutes 02 seconds West, 50.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 78.19 feet along a curve to the left which has a central angle of 21 degrees 20 minutes 02 seconds, a radius of 210.00 feet, a tangent of 39.55 feet, and whose chord bears North 36 degrees 19 minutes 59 seconds West, 77.74 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 47 degrees 00 minutes 00 seconds West, 153.82 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 87 degrees 52 minutes 28 seconds West, 14.11 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Southwesterly, 12.44 feet along a curve to the left which has a central angle of 04 degrees 04 minutes 18 seconds, a radius of 175.00 feet, a tangent of 6.22 feet, and whose chord bears South 39 degrees 40 minutes 53 seconds West, 12.43 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 52 degrees 21 minutes 16 seconds West, 50.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northeasterly, 15.97 feet along a curve to the right which has a central angle of 04 degrees 04 minutes 01 seconds, a radius of 225.00 feet, a tangent of 7.99 feet, and whose chord bears North 39 degrees 40 minutes 44 seconds East, 15.97 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 05 degrees 17 minutes 30 seconds West, 13.39 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 170.65 feet along a curve to the left which has a central angle of 35 degrees 33 minutes 18 seconds, a radius of 275.00 feet, a tangent of 88.17 feet, and whose chord bears North 72 degrees 04 minutes 37 seconds West, 167.93 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 05 degrees 59 minutes 40 seconds West, 142.93 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 540.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 89 degrees 05 minutes 53 seconds West, 128.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 120.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 89 degrees 05 minutes 53 seconds West, 150.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 00 degrees 54 minutes 07 seconds East, 120.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 89 degrees 05 minutes 53 seconds West, 7.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 45 degrees 54 minutes 07 seconds West, 21.21 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 00 degrees 54 minutes 07 seconds West, 170.52 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Southeasterly, 385.30 feet along a curve to the left which has a central angle of 42 degrees 27 minutes 15 seconds, a radius of 520.00 feet, a tangent of 201.98 feet, and whose chord bears South 20 degrees 19 minutes 31 seconds East, 376.55 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 41 degrees 33 minutes 08 seconds East, 30.44 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Southeasterly, 104.60 feet along a curve to the right which has a central angle of 10 degrees 19 minutes 59 seconds, a radius of 580.00 feet, a tangent of 52.44 feet, and whose chord bears South 36 degrees 23 minutes 09 seconds East, 104.46 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

LEGAL DESCRIPTION (CONT.)

THENCE North 11 degrees 03 minutes 31 seconds East, 21.93 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northeasterly, 137.11 feet along a curve to the right which has a central angle of 34 degrees 54 minutes 51 seconds, a radius of 225.00 feet, a tangent of 70.76 feet, and whose chord bears North 73 degrees 26 minutes 41 seconds East, 135.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 89 degrees 05 minutes 53 seconds East, 675.19 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northeasterly, 34.56 feet along a curve to the left which has a central angle of 90 degrees 00 minutes 00 seconds, a radius of 22.00 feet, a tangent of 22.00 feet, and whose chord bears North 45 degrees 54 minutes 07 seconds East, 31.11 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE South 89 degrees 05 minutes 53 seconds East, 120.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set in the east line of said 151.637 acre tract of land;

THENCE South 00 degrees 54 minutes 07 seconds West, 420.41 feet to a steel fence post found at the southeast corner of said 151.637 acre tract of land, said point being in the north line of that called Tract 1, a 782.359 acre tract of land described in a special warranty deed to Belmont 407, LLC, as recorded in Document No. 2011–124875, Official Public Records of Denton County, Texas;

THENCE along the south line of said 151.637 acre tract of land and along the north line of said 782.359 acre tract of land as follows:

North 89 degrees 56 minutes 26 seconds West, 916.17 feet to a wood fence post found for corner;
South 89 degrees 56 minutes 51 seconds West, 4.32 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 00 degrees 03 minutes 34 seconds East, 49.12 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 377.66 feet along a curve to the left which has a central angle of 41 degrees 36 minutes 43 seconds, a radius of 520.00 feet, a tangent of 197.59 feet, and whose chord bears North 20 degrees 44 minutes 47 seconds West, 369.41 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 41 degrees 33 minutes 08 seconds West, 30.44 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 429.76 feet along a curve to the right which has a central angle of 42 degrees 27 minutes 15 seconds, a radius of 580.00 feet, a tangent of 225.28 feet, and whose chord bears North 20 degrees 19 minutes 31 seconds West, 420.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 00 degrees 54 minutes 07 seconds East, 165.12 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 44 degrees 28 minutes 34 seconds West, 21.07 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 89 degrees 51 minutes 16 seconds West, 417.61 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE Northwesterly, 483.89 feet along a curve to the right which has a central angle of 31 degrees 51 minutes 16 seconds, a radius of 870.00 feet, a tangent of 248.27 feet, and whose chord bears North 73 degrees 55 minutes 38 seconds West, 477.48 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

THENCE North 58 degrees 00 minutes 00 seconds West, 460.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set in the westerly line of said 151.637 acre tract of land and being in the easterly line of that called Phase 3, a 51.762 acre tract of land described in a special warranty deed to TMRY Ridge Limited Partnership recorded in Document Number 2018–93828, Official Public Records Denton County, Texas;

THENCE along the westerly line of said 151.6337 acre tract of land and along the easterly line of said 51.762 acre tract of land as follows:

North 32 degrees 00 minutes 00 seconds East, 693.15 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;
Northeasterly, 128.40 feet along a curve to the left which has a central angle of 08 degrees 48 minutes 38 seconds, a radius of 835.00 feet, a tangent of 64.33 feet, and whose chord bears North 27 degrees 35 minutes 41 seconds East, 128.28 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;
North 68 degrees 31 minutes 35 seconds West, 113.56 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;
South 67 degrees 36 minutes 21 seconds West, 9.37 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

Southwesterly, 19.01 feet along a curve to the right which has a central angle of 01 degrees 31 minutes 25 seconds, a radius of 715.00 feet, a tangent of 9.51 feet, and whose chord bears South 24 degrees 45 minutes 36 seconds West, 19.01 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 64 degrees 28 minutes 41 seconds West, 50.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

Northeasterly, 15.48 feet along a curve to the left which has a central angle of 01 degrees 20 minutes 02 seconds, a radius of 665.00 feet, a tangent of 7.74 feet, and whose chord bears North 24 degrees 51 minutes 18 seconds East, 15.48 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 22 degrees 18 minutes 33 seconds West, 9.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 68 degrees 31 minutes 35 seconds West, 114.89 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 21 degrees 28 minutes 25 seconds East, 70.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

Northeasterly, 157.82 feet along a curve to the left which has a central angle of 16 degrees 35 minutes 30 seconds, a radius of 545.00 feet, a tangent of 79.47 feet, and whose chord bears North 08 degrees 26 minutes 29 seconds East, 157.27 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 00 degrees 08 minutes 44 seconds East, 196.87 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

South 89 degrees 51 minutes 16 seconds East, 95.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ set for corner;

North 00 degrees 08 minutes 44 seconds East, 170.16 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ found for the northwest corner of said 151.637 acre tract of land, said point being the northeast corner of said 51.762 acre tract of land and said point being in the south right–of–way line of Robson Ranch Road;

THENCE along the north line of said 151.637 acre tract of land and along the south right–of–way line of Robson Ranch Road as follows:

South 89 degrees 51 minutes 16 seconds East, 1,237.62 feet to a five–eighths inch iron rod found for corner;
South 00 degrees 30 minutes 05 seconds East, 5.00 feet to a one–half inch iron rod with yellow cap stamped ‘JBI’ found for corner;

South 89 degrees 51 minutes 16 seconds East, 176.60 feet to a one–half inch iron rod set for corner;
North 89 degrees 53 minutes 55 seconds East, 533.67 feet to the POINT OF BEGINNING and containing 3,749,295 square feet or 86.072 acres of land.

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

STATE OF TEXAS §

COUNTY OF _____ §

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT, TMRY RIDGE LIMITED PARTNERSHIP, acting herein by and through its duly authorized officers, does hereby adopt this plat designated herein as **THE RIDGE AT NORTHLAKE, PHASE 1**, an addition to the Town of Northlake, Denton County, Texas.

The easements shown hereon are hereby reserved for the purposes as indicated. All streets, alleys and rights–of–way are hereby dedicated in fee simple to the Town of Northlake for municipal purposes. The utility and fire lane easements (streets, alleys, and common areas) shall be open to the public, fire and police units, garbage and rubbish collection agencies and all public and private utilities for each particular use. No buildings, trees, shrubs or other improvements or growths shall be constructed, reconstructed or placed upon, over or across the utility easements as shown. Said utility easements being hereby reserved for the mutual use and accommodation of all public utilities using or desiring to use same.

All and any public utility shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs, or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the utility easements and all public utilities shall at all times have the full right of ingress and egress to and from and upon the said utility easements for the purpose of construction, reconstructing, inspecting, patrolling, maintaining and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purposes of reading meters and any maintenance and service required or ordinarily performed by that utility.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the Town of Northlake.

TMRY Ridge Limited Partnership,
a Texas limited partnership

BY: TM Ridge GP, LLC
a Texas limited liability company,
its general partner

BY: Taylor Morrison of Texas, Inc.,
a Texas corporation,
its managing member

BY: _____
Ryan Huey
VP–Land Acquisition

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 company.

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: _____

SURVEYOR’S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS: That I, Mark W. Harp, do hereby certify that I have prepared this plat from an actual survey of the land, and that the corner monuments shown thereon were found or placed under my personal supervision in accordance with the platting rules and regulations of the Town of Northlake, Denton County, Texas.

Dated this the _____ day of _____, 2019.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

Mark W. Harp, R.P.L.S. No. 6425



STATE OF TEXAS §

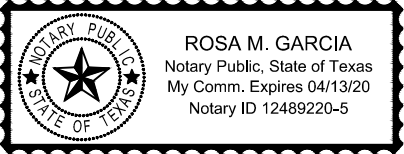
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared Mark W. Harp, 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 purpose 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 Commision Expires: _____



APPROVED BY THE TOWN COUNCIL ON:

DATE

MAYOR, TOWN of NORTHLAKE

TOWN SECRETARY, TOWN of NORTHLAKE

FINAL PLAT

**THE RIDGE AT NORTHLAKE,
PHASE 1**

267 RESIDENTIAL LOTS AND 20 COMMON AREA LOTS

BEING 86.072 ACRES OUT OF THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063,

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

LOTS DEVELOPED PER ORDINANCE NO. 18–0726
ZONED MIXED–USE PLANNED DEVELOPMENT (MPD)

TMRY RIDGE LIMITED PARTNERSHIP **OWNER/DEVELOPER**

2500 Legacy Drive, Suite 100 (469) 252–2200
Frisco, Texas 75034
Contact: Phillip Thompson

JBI 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

Revised: August 12, 2019
Submitted: December 25, 2018

Memo

To: Honorable Mayor and Town Council
From: Nathan Reddin, Development Director
CC: Drew Corn, Town Administrator
Shirley Rogers, Town Secretary
Date: August 22, 2019
Re: The Ridge at Northlake MPD Amendment (PD-19-003)

Purpose: To hold a public hearing and consider a zoning change request to amend the Mixed-Use Planned Development (MPD) zoning district for The Ridge at Northlake, by adding Temporary Manufactured Home as an allowable use in a specific portion of the district which is approximately 370 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, and generally located on the south side of Robson Ranch Road approximately 3,200 feet east of Faight Road.

Public Hearing Information: Northlake's Unified Development Code (UDC) in accordance with state law requires that a zoning change must be approved by ordinance following public notice and a public hearing. The public hearing is scheduled to be held at this meeting. Notice of the public hearing was published in the Denton Record Chronicle at least 15 days prior to the public hearing, and a notice was mailed to all Northlake property owners within 200 feet of the area subject to this amendment 30 days prior to the public hearing. Staff has received no responses from the notifications as of the writing of this memo. Any responses received prior to the public hearing will be presented at the Town Council meeting.

Owner/Applicant: TMRY Ridge, LP

Land Planner: JBI Partners, Inc.

Background: A Mixed-Use Planned Development (MPD) was approved for the development, then known as Heritage Fields, on June 26, 2014. The MPD was amended most recently on July 26, 2018 to reflect revisions to the design concept of the development including a rebranding to The Ridge at Northlake.

Summary of Proposed MPD Amendment: 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 a draft ordinance for consideration which includes the proposed revisions to the development standards to allow the temporary manufactured home and an exhibit showing the specific location proposed for it.

Staff Analysis: Staff has reviewed this application in accordance with the Unified Development Code and found the submittal to meet the requirements for consideration by the Town Council.



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

ORDINANCE NO. 19-0822B

AN ORDINANCE AMENDING ORDINANCE NO. 14-0626A, ORDINANCE NO. 18-0614A, ORDINANCE NO. 18-0726, AS AMENDED, WHICH ESTABLISHED AND LATER AMENDED THE MIXED-USE PLANNED DEVELOPMENT DISTRICT ON CERTAIN PROPERTY WITHIN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT ‘A’ AND BEING MORE PARTICULARLY DESCRIBED AS A 370.785 ACRE TRACT OF LAND SITUATED IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, BY AMENDING THE DEVELOPMENT STANDARDS IN ACCORDANCE WITH SPECIFIC REQUIREMENTS STATED HEREIN AND EXHIBITS ATTACHED HERETO; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 14-0626A establishing the zoning of Mixed-Use Planned Development “MPD” for a 370.19-acre tract of land located in the Patrick Rock Survey, Abstract 1063, in the Town of Northlake, Denton County, Texas (the “Property”); and

WHEREAS, Ordinance No. 18-0614A amended the MPD established by Ordinance No. 14-0626A by adjusting the western boundary of the district as provided in Exhibit “A” attached hereto; and

WHEREAS, Ordinance No. 18-0726 amended the MPD established by Ordinance No. 14-0626A to amend the development plan and development standards included in Ordinance No. 14-0626A; and

WHEREAS, the Town of Northlake has received a request to amend the development standards included in Ordinance No. 14-0626A, as amended by Ordinance No. 18-0614A and Ordinance No. 18-0726; and

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

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on August 22, 2019 with respect to the zoning change described herein; and

Ordinance No. 19-0822B – The Ridge at Northlake MPD Amendment

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to amend Ordinance No. 14-0626A, as amended, being a “MPD” Mixed-Use Planned Development District.

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

SECTION 1

The Unified Development Code of the Town of Northlake, Texas, as amended, is hereby amended on the hereinafter described Property and area as shown below:

370.785 acres of land situated in the Patrick Rock Survey, Abstract Number 1063, and Town of Northlake, Denton County, Texas, and more fully described in Exhibit “A” hereto.

Exhibit “C” to Ordinance No. 14-0626A, entitled “Planned Development Standards,” as amended by Exhibit “C” to Ordinance No. 18-0726 is hereby amended so that the Development Standards are amended and replaced entirely with Exhibit “B” attached hereto and incorporated for all purposes.

Ordinance No. 14-0626A, as amended, is hereby amended to add a new Exhibit “D” to Ordinance No. 14-0626A depicting the required location of a Temporary Manufactured Home as permitted in the Planned Development Standards as adopted herein as shown on Exhibit “C” attached hereto and incorporated for all purposes.

SECTION 2

The use of the Property described in Exhibit “A” attached hereto shall be subject to all applicable regulations contained in this Ordinance including all attached Exhibits hereto, the MPD governing this property as established by Ordinance No. 14-0626A, as amended, as well as the Unified Development Code regulations, and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

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

SECTION 4

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

SECTION 5

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

SECTION 6

All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of the Unified Development Code or any ordinances governing zoning that have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 7

The Town Secretary of the Town of Northlake is hereby directed to publish the caption and penalty clauses as required by law.

SECTION 8

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

PASSED AND APPROVED on this the 22nd day of August 2019.

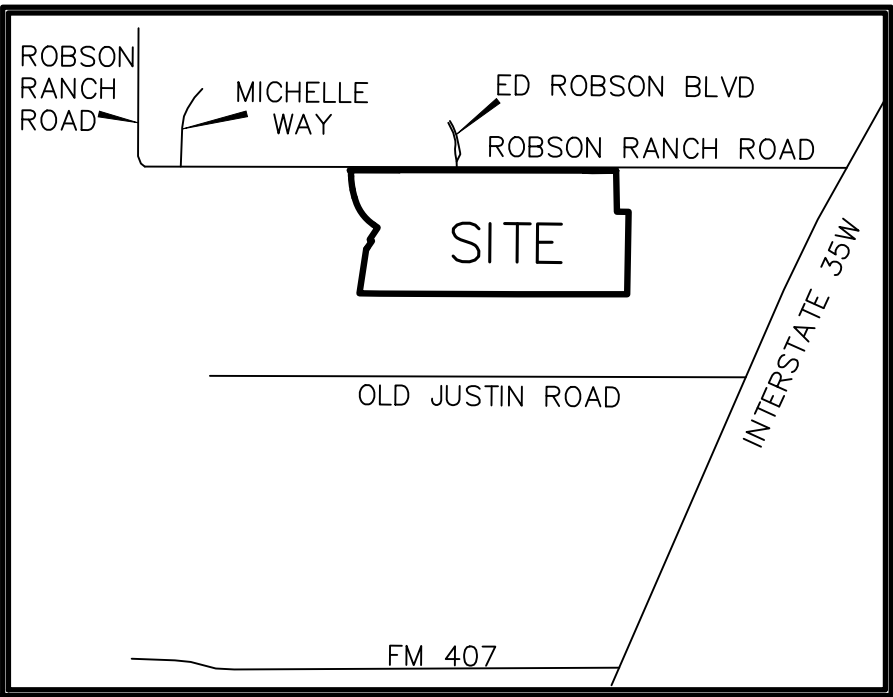
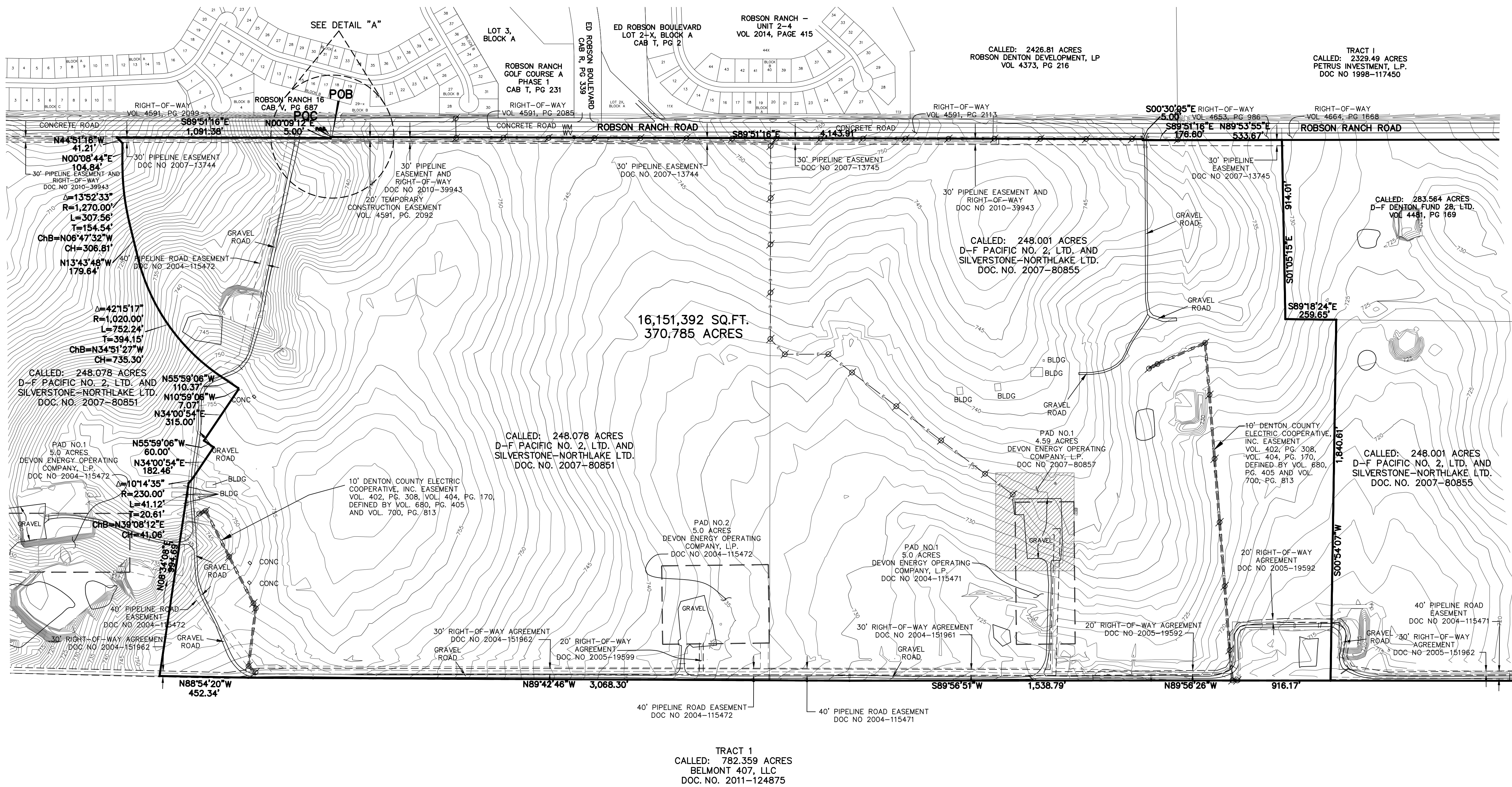
David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit “A”

Description of Property



VICINITY MAP (N.T.S.)

LEGAL DESCRIPTION

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

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

THENCE along the south line of Robson Ranch Road as follows:
South 89 degrees 51 minutes 16 seconds East, 4,143.91 feet to a five-eighths inch iron rod found in the north line of said 248.078 acre tract of land;
South 00 degrees 30 minutes 05 seconds East, at 5.00 feet to a one-half inch iron rod with yellow cap stamped "JBI" set (hereinafter called "iron rod set") for corner;
South 89 degrees 51 minutes 16 seconds East, 176.60 feet to a one-half inch iron rod set for corner;
North 89 degrees 53 minutes 55 seconds East, 533.67 feet to a one-half inch iron rod found in the east line of said 248.001 acre tract of land, said point being in the west line of a called 283.564 acre tract of land described in a special warranty deed to D-F Denton Fund 28, Ltd., as recorded in Volume 4481, Page 169, Deed Records of Denton County, Texas;

THENCE along the east line of said 248.001 acre tract of land and along the west line of said 283.564 acre tract of land as follows:
South 01 degrees 05 minutes 15 seconds East, 914.01 feet to a wood fence corner post found for corner;
South 89 degrees 18 minutes 24 seconds East, 259.65 feet to a steel fence corner post found for corner;

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

THENCE along the north line of said 782.359 acre tract of land as follows:
North 89 degrees 56 minutes 26 seconds West, 916.17 feet to a wood fence corner post found for corner;
South 89 degrees 56 minutes 51 seconds West, 1,538.79 feet to a wood fence corner post found for corner;
North 89 degrees 42 minutes 46 seconds West, 3,068.30 feet to a wood fence corner post found for corner;
North 88 degrees 54 minutes 20 seconds West, 452.34 feet to a one-half inch iron rod set for corner;

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

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

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

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

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

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

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

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

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

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

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

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

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

BASIS OF BEARING:

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

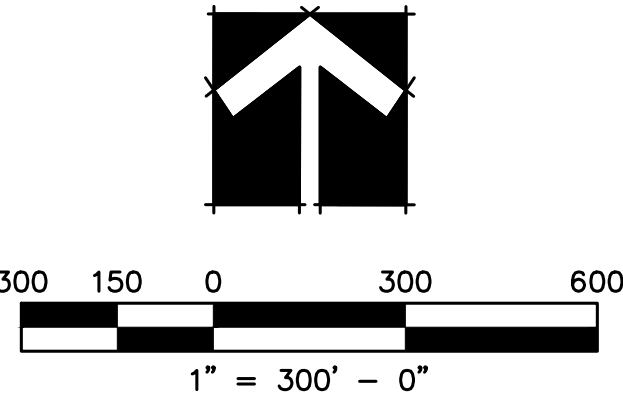


EXHIBIT A
LEGAL DESCRIPTION AND ZONING BOUNDARY

THE RIDGE AT NORTHLAKE

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

THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS

DF PACIFIC NO. 2 LTD OWNER

212 South Palm Avenue, Suite 200 (626)282-8198
Alhambra, California 91801
Contact: Robert Yu

JBI PARTNERS, INC.

16301 Quorum Drive, Suite 200 B (972)248-7676
Addison, Texas 75001
Contact: Jerry Sylo
TBPE No. F-438 TBPLS No. 10076000

Resubmitted: July 18, 2018
Resubmitted: June 27, 2018
Submitted: June 15, 2018

Exhibit “B”

Modified Development Standards to replace Exhibit “C” to Ordinance No. 18-726

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.

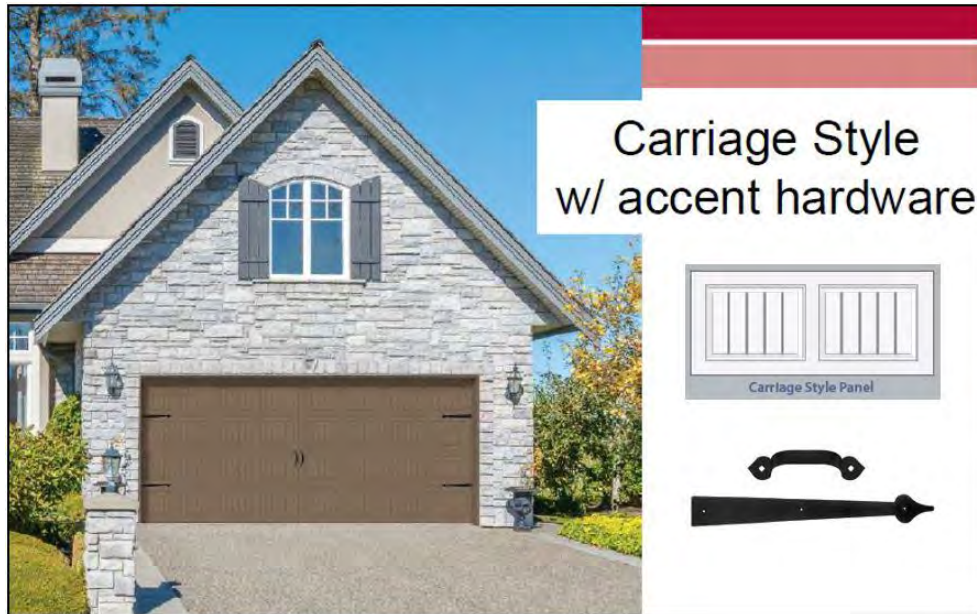
5. Single Family Detached Architectural Standards:

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):

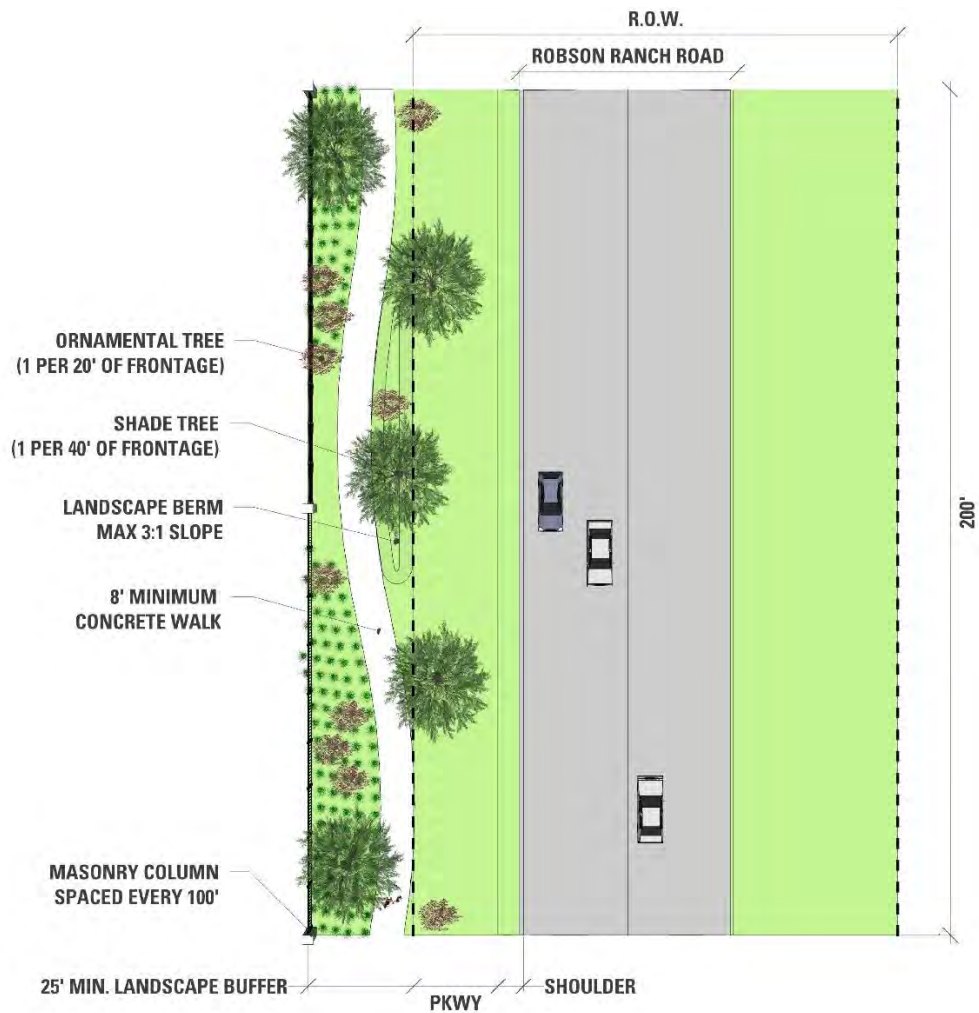
1. A minimum 10' wide landscape buffer with 1 shade tree per 40' of street frontage shall be provided. Trees may be placed in natural groupings.

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



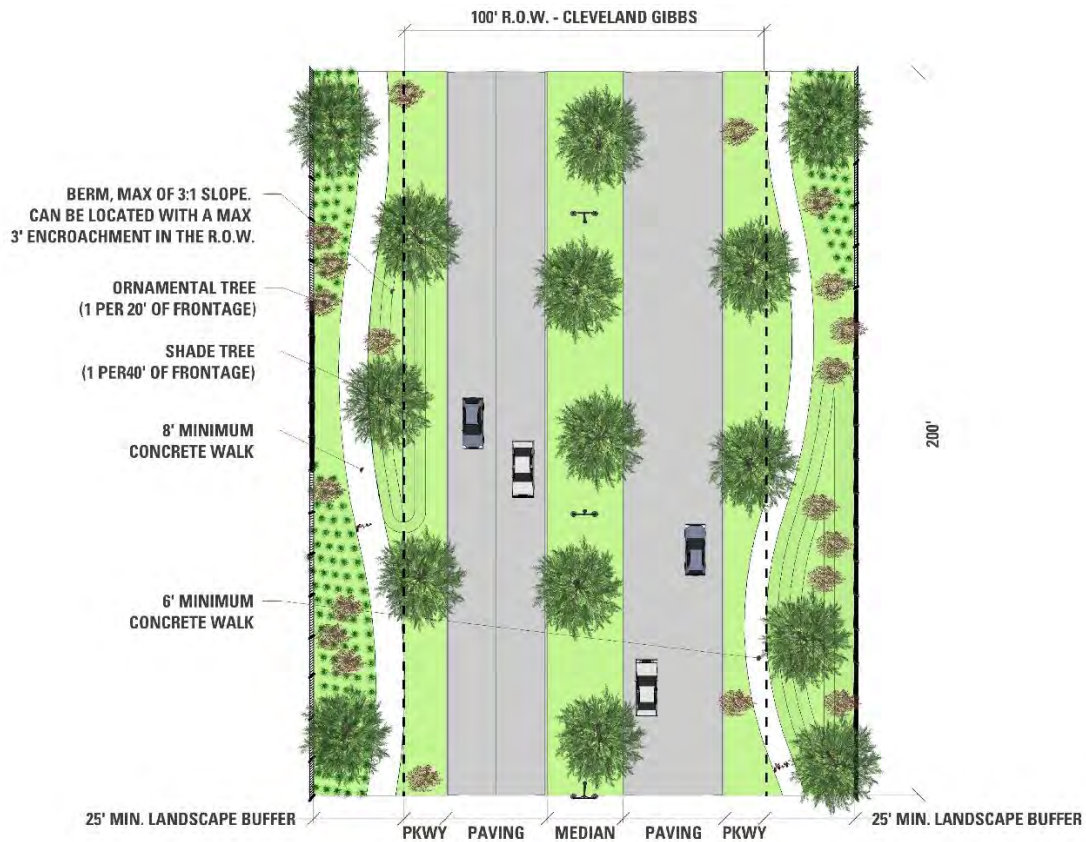
A1 PLAN-ROBSON RANCH RD



A-1 SECTION-ROBSON RANCH RD



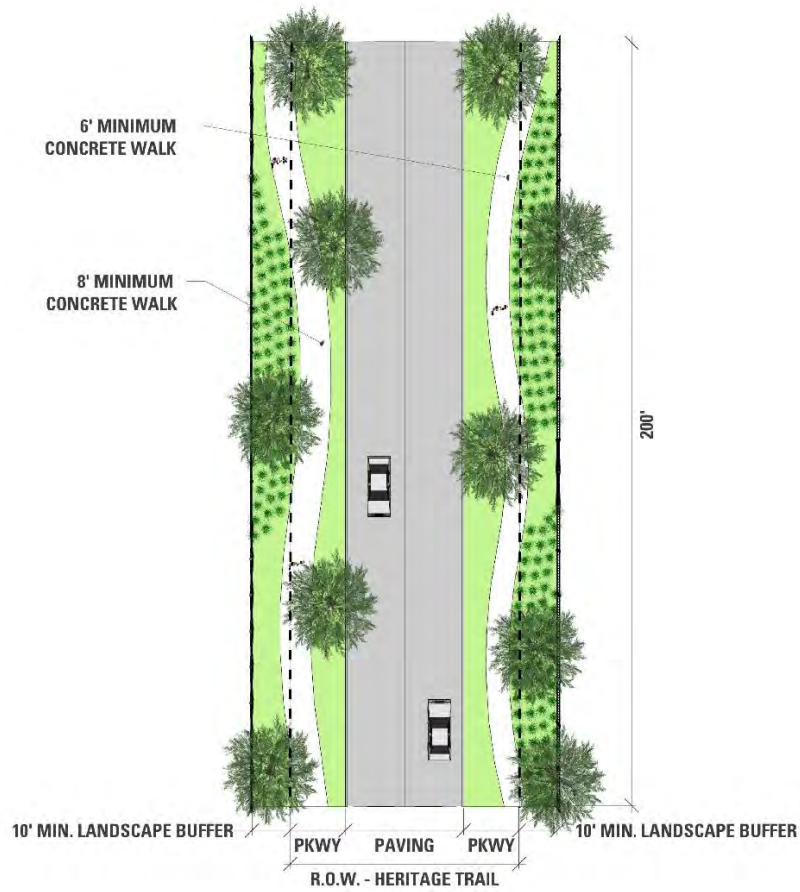
B-1 PLAN-CLEVELAND GIBBS RD



B-1 SECTION-CLEVELAND GIBBS RD



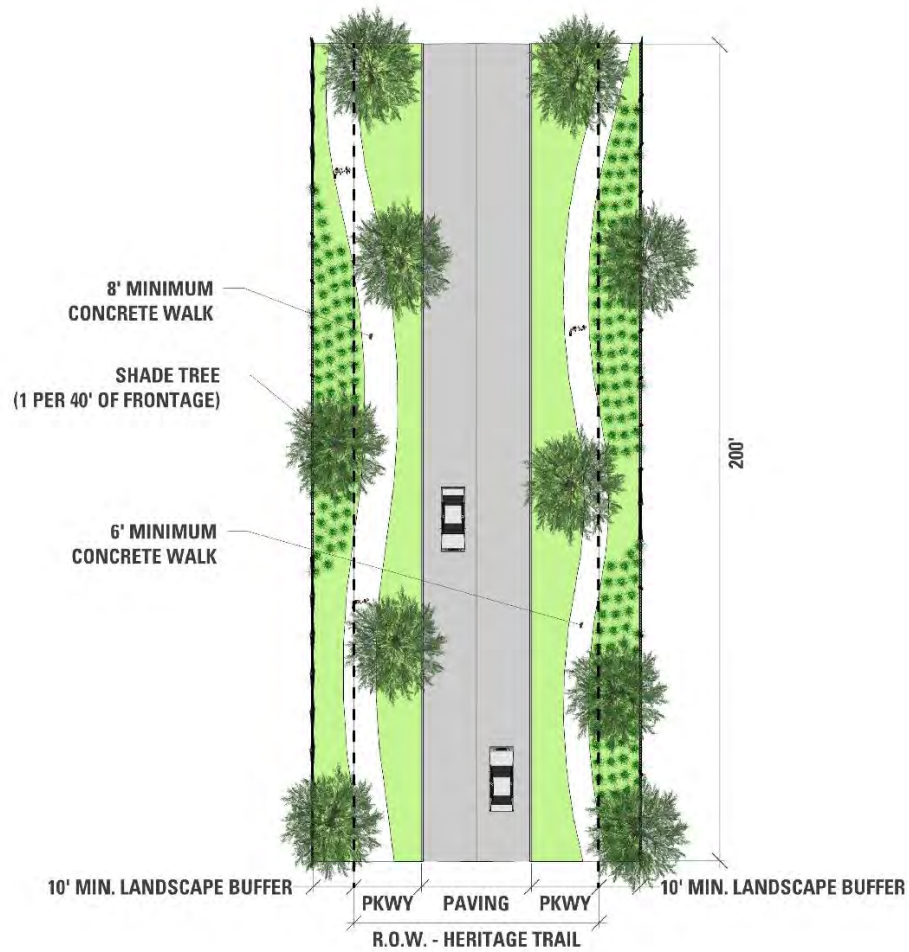
C-1 PLAN-HERITAGE TRAIL



C-1 SECTION-HERITAGE TRAIL



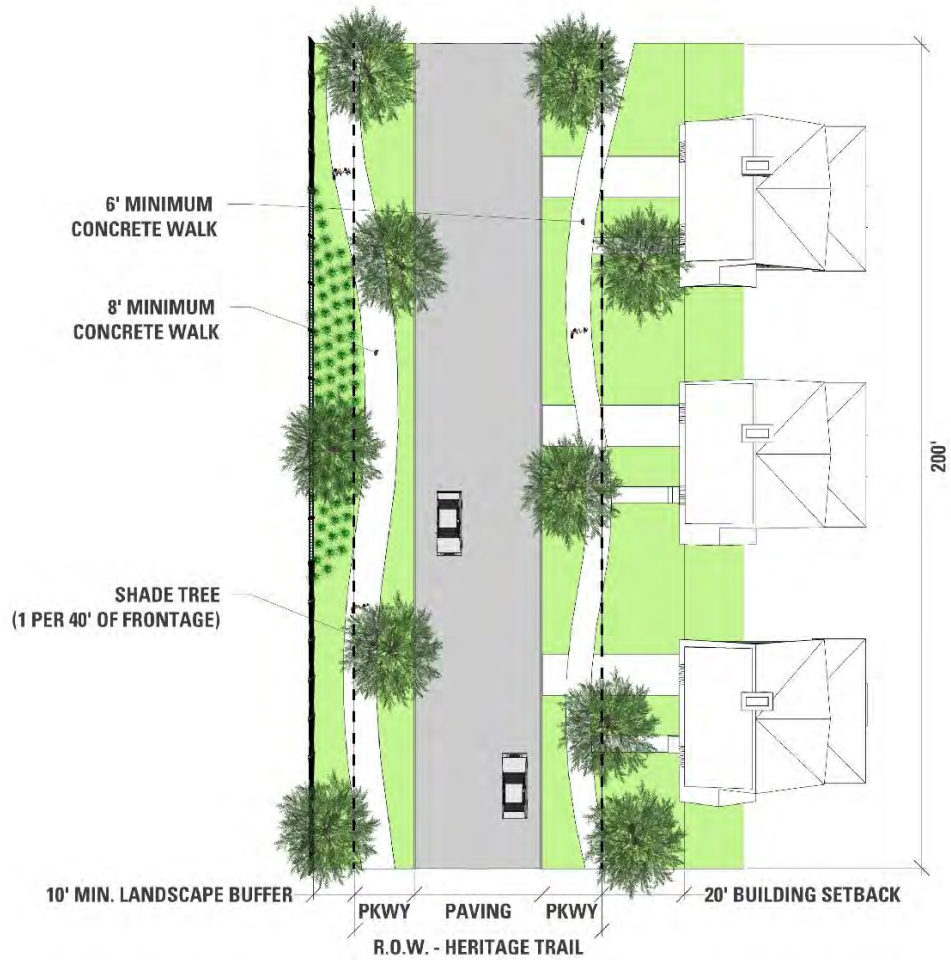
C-2 PLAN-HERITAGE TRAIL



C-2 SECTION-HERITAGE TRAIL



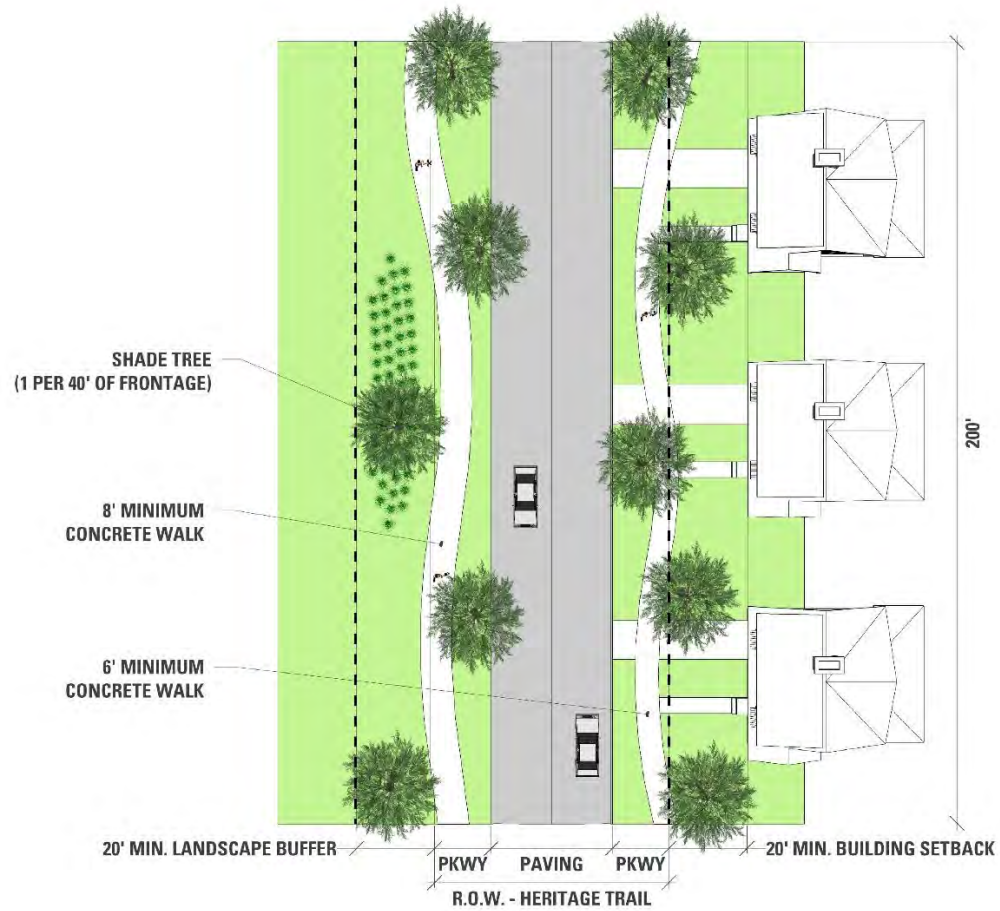
C-3 PLAN-HERITAGE TRAIL



C-3 SECTION-HERITAGE TRAIL



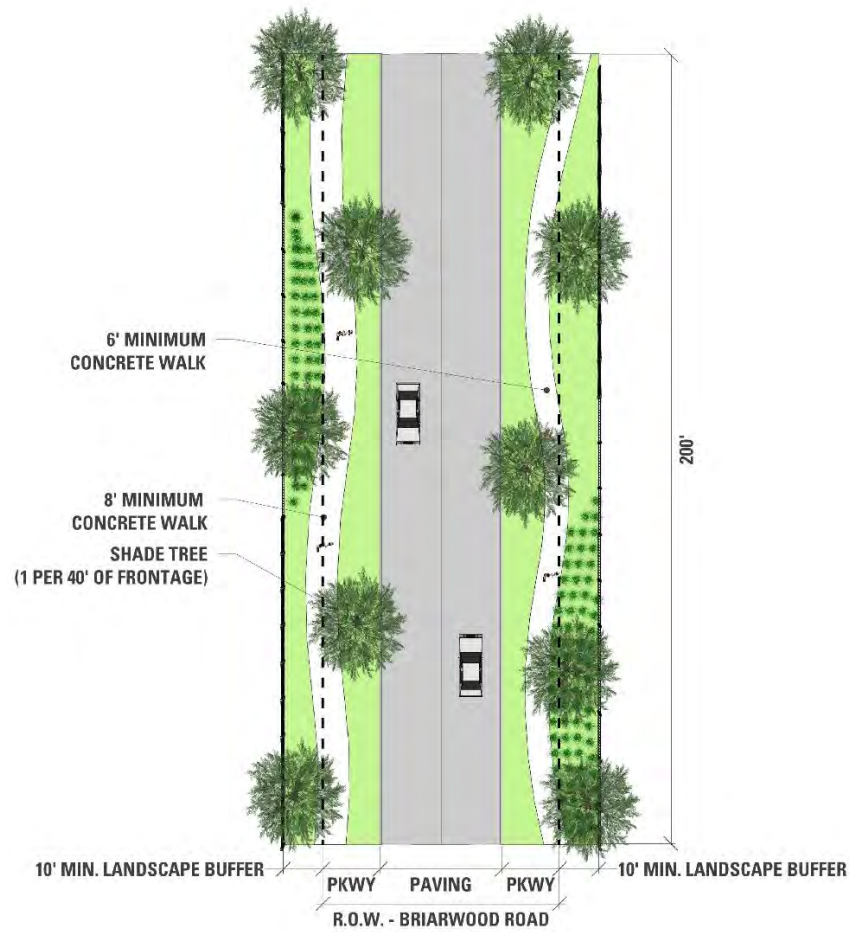
C-4 PLAN-HERITAGE TRAIL



C-4 SECTION-HERITAGE TRAIL



D-1 PLAN-BRIARWOOD RD

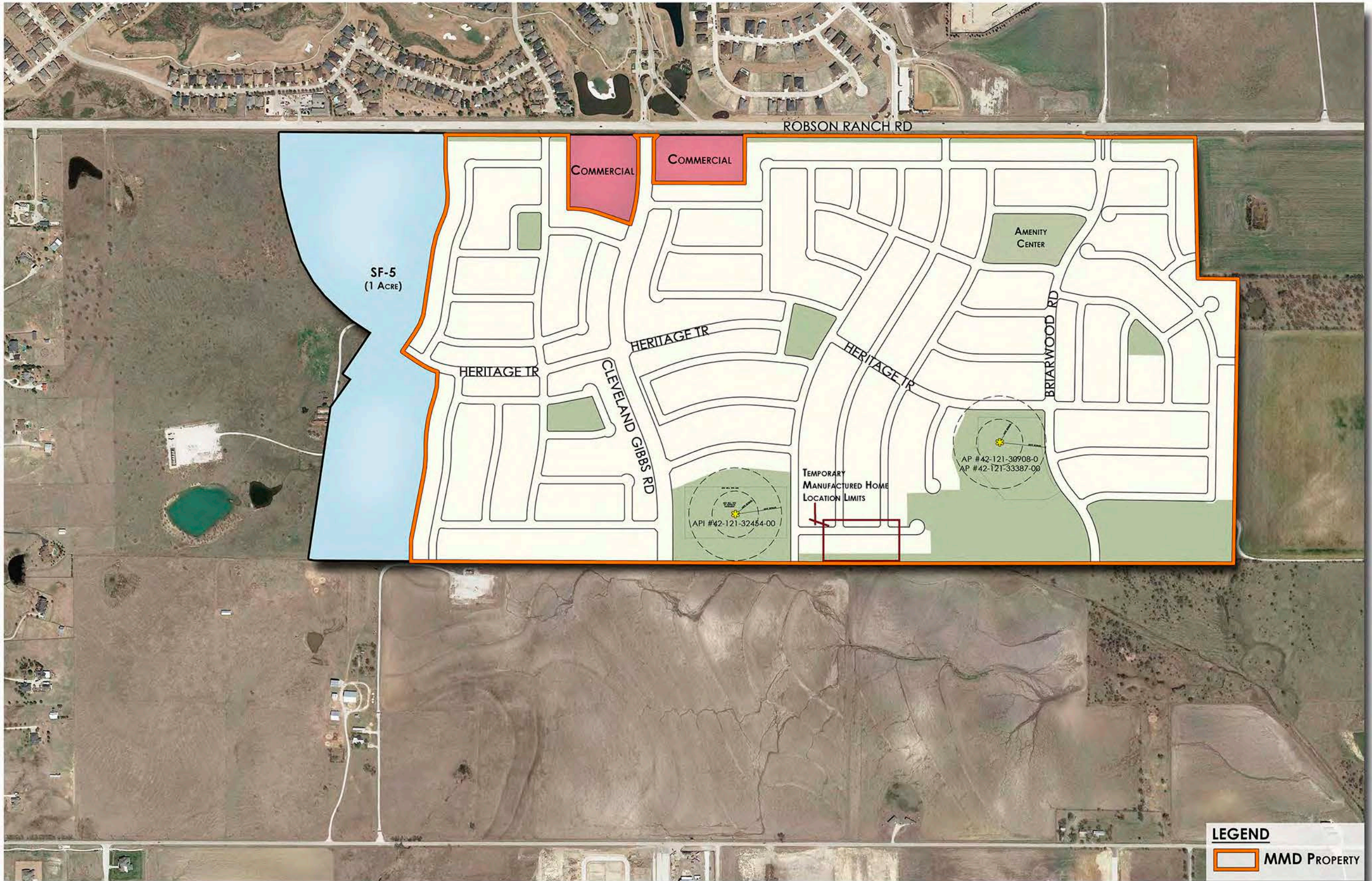


D-1 SECTION-BRIARWOOD RD



Exhibit “C”

**New Exhibit “D” to Ordinance No. 14-0626A, as amended, depicting location of
Temporary Manufactured Home**



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 22, 2019
Re: First Public Hearing on Proposed Tax Rate for Fiscal Year 2019-2020

At the August 1, 2019 Northlake Town Council meeting, Council proposed a tax rate of 29.5¢. 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 an action item. The effective tax rate for 2019 is 26.26¢, which is lower than the proposed tax rate of 29.5¢ therefore per State statute the Town Council is required to hold two tax rate public hearings. As a reminder, the effective tax rate is the rate that would be applied to the previous year's property tax values that would provide the same amount of revenue as the current tax year.

The first tax rate public hearing will be held on August 22, 2019 and the second tax rate public hearing on August 29, 2019. 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 tax rate adoption is scheduled for consideration at the September 12, 2019 Council meeting.

Per State law, a "Notice of Public Hearing on Tax Increase" has published in the Denton Record Chronicle on August 14, 2019 which is at least seven days prior to the hearing. The notice includes a comparison of the proposed tax rate with current year's tax rate. A copy of the notice accompanies this coversheet.

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

**NOTICE OF 2019
TAX YEAR PROPOSED
PROPERTY TAX RATE FOR
TOWN OF NORTHLAKE**

A tax rate of \$0.295000 per \$100 valuation has been proposed by the governing body of TOWN OF NORTHLAKE. This rate exceeds the lower of the effective or rollback tax rate, and state law requires that two public hearings be held by the governing body before adopting the proposed tax rate.

The governing body of TOWN OF NORTHLAKE proposes to use revenue attributable to the tax rate increase for the purpose of maintain current service levels with the rapid growth in population and customers.

PROPOSED TAX RATE	\$0.295000 per \$100
PRECEDING YEAR’S TAX RATE	\$0.295000 per \$100
EFFECTIVE TAX RATE	\$0.262660 per \$100
ROLLBACK TAX RATE	\$0.295000 per \$100

The effective tax rate is the total tax rate needed to raise the same amount of property tax revenue for TOWN OF NORTHLAKE from the same properties in both the 2018 tax year and the 2019 tax year.

The rollback tax rate is the highest tax rate that TOWN OF NORTHLAKE may adopt before voters are entitled to petition for an election to limit the rate that may be approved to the rollback rate.

YOUR TAXES OWED UNDER ANY OF THE ABOVE RATES CAN BE CALCULATED AS FOLLOWS:

$$\text{property tax amount} = (\text{rate}) \times (\text{taxable value of your property}) / 100$$

For assistance or detailed information about tax calculations, please contact:

Michelle French
Denton County Tax Assessor/Collector Tax Assessor-Collector
1505 E McKinney Street Denton, TX
940-349-3500
property.tax@dentoncounty.com
tax.dentoncounty.com

You are urged to attend and express your views at the following public hearings on proposed tax rate:
First Hearing: 08/22/2019 6:30 PM at 1500 Commons Circle, Suite 300, Northlake, TX 76226
Second Hearing: 08/29/2019 6:30 PM at 1500 Commons Circle, Suite 300, Northlake, TX 76226

DE-19062

☐ PROOF O.K. BY: _____ ☐ O.K. WITH CORRECTIONS BY: _____

PLEASE READ CAREFULLY • SUBMIT CORRECTIONS ONLINE

ADVERTISER: NORTHLAKE SALES PERSON: Kaycee Key PUBLICATION: DE-DAILY	PROOF CREATED AT: 8/12/2019 11:27 AM PROOF DUE: - SIZE: 3 col X 10.5 in	NEXT RUN DATE: 08/14/19	DE-19062.INDD
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Memo

To: Honorable Mayor and Town Council
From: Drew Corn, Town Administrator
cc: John Zagurski, Finance Director
Shirley Rogers, Town Secretary
Date: August 22, 2019
Re: Fiscal Year 2019-2020 Proposed and 2018-2019 Revised Budget Hearings

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 validated the budget principles for the Town. The proposed budgets address these principles. At the June 20, 2019 council meeting, Town staff gave a budget outlook. On July 11, another preliminary budget was presented. On July 23, 2019, the certified tax roll was received and the proposed budget as presented to Town Council on August 1.

The 2019-2020 Proposed General Fund Budget is based on continuing the 29.5¢ tax rate which includes a 5% general homestead exemption. Property taxes increased 37% overall of which residential property values account for 13% of the overall increase and the remaining 14% from commercial. Only 4% of the 37% increase is due to increased residential property appraisals. The remaining 33% is either new construction or commercial value increases. Sales tax revenues are expected to increase with the addition of new restaurants. The current proposed budget is balanced with increased resources dedicated to public safety, public works, and marketing/communication positions needed to handle increased customer base, activity and complexity of operations. A 5% market maintenance salary increase has been proposed.

The proposed budget document was filed with the Town Secretary on July 26th and made available online on the same date at the Town website www.town.northlake.tx.us. Notice of the public hearing was advertised in the Denton Record Chronicle on August 12, 2019.

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	\$13,331,034	\$1,023,906
Other Special Revenue Funds	\$135,400	\$37,510
Hotel Occupancy Tax Fund	\$110,468	\$138,127
Economic Development Corporation	\$573,318	\$193,227

Fiscal Year 2019-2020 Proposed and 2018-2019 Revised Budget Hearings

August 22, 2019

Page 2 of 2

<u>Fund Title</u>	<u>FY 2019 Revised</u>	<u>FY 2020 Proposed</u>
Community Development Corporation	\$575,818	\$193,227
Utility Fund	\$3,993,367	\$5,074,269
Utility Impact Fees Fund	\$348,000	\$422,000
Utility Capital Projects Fund	\$585,881	\$10,885,881
Utility Cost Recovery Fund	\$39,500	\$0
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

The budget hearing is to be held at the August 22, 2019 council meeting with budget adoption to be considered on September 12, 2019.

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

**TOWN OF NORTHLAKE, TEXAS
FISCAL YEAR BUDGET 2019-2020**

The Town of Northlake, Texas, will hold a public hearing to hear comments for or against a proposed budget for the fiscal year 2019-2020 on August 22nd, 2019 at 6:30 pm at Town Hall-Chamber Room, 1500 Commons Circle, Suite 300 Northlake, Texas 76226

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.

A copy of the proposed budget will be filed with the Town Secretary on 7/26/19 by the Town Administrator



DENTON CENTRAL APPRAISAL DISTRICT
3911 MORSE STREET, P O BOX 2816
DENTON, TEXAS 762020-8216

M E M O

TO: Denton County, School Districts and Cities That Levy A Tax

FROM: Rudy Durham, Chief Appraiser

SUBJECT: Request for Nominations for DCAD Board of Directors

DATE: August 6, 2019

It is time again for the taxing jurisdictions to select five individuals to serve as the DCAD Board of Directors. Each jurisdiction may nominate by written resolution up to five people to be considered for the Board of Directors. According to Section 6.03 of the Property Tax Code, it is the chief appraiser's responsibility to initiate this process, which is the purpose of this memo.

Please note that a chief appraiser does not have the authority, or the duty, to investigate, or judge, the qualifications of the nominees. Further, a chief appraiser cannot extend the deadline for receiving nominations.

Please return your nomination(s) by written resolution before October 15, 2019.

Please provide name and address of nominee(s), additional information will be requested from each nominee to assist the entities in the voting process.

CALENDAR FOR APPOINTMENTS:

1. Before October 1st - Each jurisdiction will be advised of the number of votes they are entitled to cast for Board members. (See Attached)
2. Before October 15th - The governing body of each jurisdiction may nominate by written resolution up to five candidate(s) to the DCAD Board of Directors. The number of votes that each jurisdiction has is not relevant in the initial nomination phase.
3. Before October 30th - A comprehensive list of the nominees will be compiled and this information will be sent to the taxing jurisdictions in the form of a ballot.
4. Before December 15th - The taxing jurisdictions choose by written resolution the candidate, or candidates, of their choice. The jurisdictions then submit the names of their candidates and the votes they cast for each candidate before the December 15th deadline.
5. Before December 31st - A tabulation of the votes will be forwarded to the jurisdictions. The five candidates that have received the most votes become the Board of Directors as of January 1st.

SELECTING A NOMINEE

AUTHORITATIVE GUIDELINES - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an “election” governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

ELIGIBILITY - An appraisal district director must reside in the appraisal district for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district’s director.

An employee of a taxing unit served by the appraisal district is not eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

.....”a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contract with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors”.

TERM OF OFFICE – Those elected to the Board of Directors will serve a two year term beginning January 1, 2020.

FREQUENCY OF MEETINGS - The applicable statutes require the board of directors to meet not less often than once each calendar quarter.

DENTON CENTRAL APPRAISAL DISTRICT				
2019 DISTRIBUTION OF VOTES				
			%OF TOTAL	NUMBER
JURISDICTIONS		2018 LEVY	LEVIES	OF VOTES
SCHOOL DISTRICTS:				
S01	ARGYLE ISD	33,186,851.69	1.6261%	81
S02	AUBREY ISD	16,454,142.56	0.8062%	40
S03	CARROLLTON-FB ISD	58,371,523.21	2.8601%	143
S04	CELINA ISD	427,771.79	0.0210%	1
S05	DENTON ISD	274,005,237.83	13.4258%	671
S15	ERA ISD	2,758.30	0.0001%	1
S06	FRISCO ISD	162,397,340.74	7.9572%	397
S07	KRUM ISD	12,853,716.09	0.6298%	31
S08	LAKE DALLAS ISD	31,974,528.89	1.5667%	78
S09	LEWISVILLE ISD	544,364,670.37	26.6730%	1328
S10	LITTLE ELM ISD	73,613,044.88	3.6069%	180
S11	NORTHWEST ISD	124,570,724.15	6.1038%	305
S12	PILOT POINT ISD	8,539,103.29	0.4184%	21
S13	PONDER ISD	10,708,445.18	0.5247%	26
S17	PROSPER ISD	15,533,196.24	0.7611%	38
S14	SANGER ISD	15,181,709.78	0.7439%	37
S16	SLIDELL ISD	561,351.63	0.0275%	1
SCHOOL DISTRICTS TOTALS				
		\$1,382,746,116.62	67.752%	3382
G01	DENTON COUNTY	\$223,871,430.98	10.97%	548
CITIES:				
C26	TOWN OF ARGYLE.....	2,687,077.63	0.1317%	7
C01	CITY OF AUBREY.....	1,412,289.57	0.0692%	3
C31	TOWN OF BARTONVILLE..	756,676.91	0.0371%	2
C02	CITY OF CARROLLTON	47,204,556.69	2.3129%	116
C49	CITY OF CELINA.....	303,038.29	0.0148%	1
C03	CITY OF THE COLONY...	30,055,137.17	1.4727%	74
C21	TOWN OF COPPELL	957,483.56	0.0469%	2
C27	TOWN OF COPPER CANYON	753,307.60	0.0369%	2
C04	CITY OF CORINTH.....	11,500,863.98	0.5635%	28
C20	CITY OF DALLAS.....	12,488,352.67	0.6119%	31
C05	CITY OF DENTON.....	71,132,828.80	3.4854%	174
C42	CITY OF DISH.....	147,732.08	0.0072%	1
C30	TOWN OF DOUBLE OAK...	1,103,865.85	0.0541%	3
C47	TOWN OF DRAPER	8,444.96	0.0004%	1
C07	TOWN OF FLOWER MOUND.	48,435,715.09	2.3733%	119
C36	CITY OF FORT WORTH.....	17,141,977.62	0.8399%	42
C32	CITY OF FRISCO.....	49,660,004.69	2.4333%	122
C39	CITY OF GRAPEVINE.....	188.15	0.0000%	1
C22	TOWN OF HACKBERRY....	150,122.31	0.0074%	1
C38	CITY OF HASLET.....	5,062.50	0.0002%	1
C19	TOWN OF HICKORY CREEK....	1,977,570.79	0.0969%	5
C08	CITY OF HIGHLAND VILLAGE.....	12,742,563.45	0.6244%	31
C09	CITY OF JUSTIN.....	2,205,402.21	0.1081%	5
C18	CITY OF KRUGERVILLE..	658,781.59	0.0323%	2
C10	CITY OF KRUM.....	2,285,738.11	0.1120%	6
C11	CITY OF LAKE DALLAS..	3,136,074.59	0.1537%	8
C25	CITY OF LAKEWOOD VILLAGE.....	303,401.51	0.0149%	1
C12	CITY OF LEWISVILLE...	47,733,684.70	2.3389%	117
C13	TOWN OF LITTLE ELM...	24,921,132.48	1.2211%	61
C33	TOWN OF NORTHLAKE....	1,929,896.31	0.0946%	5
C24	CITY OF OAK POINT....	2,374,646.59	0.1164%	6
C14	CITY OF PILOT POINT..	1,690,503.84	0.0828%	4
C29	CITY OF PLANO.....	6,012,331.76	0.2946%	15
C15	TOWN OF PONDER.....	1,101,558.57	0.0540%	3
C48	CITY OF PROSPER	3,076,708.73	0.1508%	8
C51	TOWN OF PROVIDENCE VILL	4,232,566.93	0.2074%	10
C17	CITY OF ROANOKE.....	7,511,005.83	0.3680%	18
C16	CITY OF SANGER.....	4,367,008.60	0.2140%	11
C34	TOWN OF SHADY SHORES	970,405.61	0.0475%	2
C37	CITY OF SOUTHLAKE.....	646,633.20	0.0317%	2
C28	CITY OF TROPHY CLUB..	8,477,582.93	0.4154%	21
C44	CITY OF WESTLAKE	6,686.84	0.0003%	1
CITY TOTAL				
		\$434,266,611.29	21.28%	1069
TOTAL ALL JURISDICTIONS				
		\$2,040,884,158.89	100.00%	5000



Executive Session

Agenda Item 7