



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
JUNE 12, 2025, AT 5:30 PM
TOWN HALL - COUNCIL 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 Regular Meeting on June 12, 2025, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127. The following items will be considered:

1. CALL TO ORDER

- A. Roll Call, Invocation, Pledge of Allegiance

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

- A. Presentation - Metroport Chamber Annual Report
- B. Briefing - Traffic Signs and Marking Crew Policy
- C. Briefing - Fiscal Year 2025-2026 Preliminary Budget - Departmental Expenditures and Revenue Preview
- D. State Legislative Recap - 2025 Session Overview

3. PUBLIC INPUT

This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.

4. CONSENT ITEMS

Items listed under Consent will be enacted with one motion, one second, and one vote. Any Council member may request an item on the Consent Agenda to be taken up for Individual Consideration.

- A. Consider approval of the Town Council Meeting Minutes for May 22, 2025
- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to approve a new contract with BrooksWatson & Co., PLLC for Professional Audit Services
- C. Consider approval of a Resolution of the Town of Northlake, Texas, canceling the June 26, 2025,

Regular Town Council Meeting

- D. Consider approval of a Resolution of the Town of Northlake, Texas, appointing a Voting Director or Voting Directors to the Northlake Municipal Management District No. 1 of Denton County
- E. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc, for the development of the Town's American with Disabilities Act Transition Plan in an amount not to exceed \$151,000
- F. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to purchase materials, equipment rentals, and parts for Canyon Falls water system improvements in an amount not to exceed \$106,000

5. ACTION ITEMS

The Following Items will be Considered:

- A. Consider approval of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 117 acres of land generally located northwest of Harmonson Road and McPherson Drive in the exclusive extraterritorial jurisdiction (ETJ) of the Town. Case # ANX-25-001
 - i. Public Hearing
 - ii. Consider Approval
- B. Consider approval of an Ordinance of the Town of Northlake, Texas, amending Chapter 8 "Offenses and Additional Provisions" of the Code of Ordinances, Town of Northlake, Texas by amending Article 8.02 "Noise," to provide for objective measures, certain exemptions, and application outside Town limits for a distance of 5,000 feet; providing this Ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty for violation; providing for publication; and providing an effective date
- C. Consider approval of a Resolution of the Town of Northlake, Texas, stating the intent to become certified as a Dark Sky Community by the International Dark Sky Association as part of the International Dark Sky Places Program; and providing an effective date
- D. Consider approval of an Ordinance of the Town of Northlake, Texas, amending Chapter 8 "Offenses and Additional Provisions," Article 8.01, "General Provisions," of the Code of Ordinances, Town of Northlake, Texas by creating a new Section 8.01.003 "Outdoor Lighting," to provide for the regulation of certain outdoor lighting as a nuisance, providing this Ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty for violation; providing for publication; and providing an effective date

6. EXECUTIVE SESSION

The Town Council will convene in an Executive Session, pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

A. **Section 551.071 - Consultation with Attorney**

The Town Council may convene in an executive session to consult with its attorney to seek advice on a legal matter. It provides as follows: A governmental body may not conduct a private

consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for the Northlake 156 & 114 LP property consisting of 156.8-acre tract of land generally located east of FM 156 at the southern extent of the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for property consisting of a 15.1-acre tract and a 19.8 acre tract of land generally located on the east of Faught Road and north of the Southbay Circle, in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for approximately 278 acres of land generally located east of FM 156 and south of Downe Road partly in the extraterritorial jurisdiction of the Town and partly in the Town limits.
- vi. Potential annexation and development agreement for property consisting of 11.0-acre tract of land generally located at termination of Kay Lane in the extraterritorial jurisdiction of the Town.
- vii. Potential annexation and development agreement for property consisting of 20.9-acre tract and 3.0-acre tract of land generally located at termination of Thompson Road in the extraterritorial jurisdiction of the Town.
- viii. Potential annexation and development agreement for Cactus Thorn LP property consisting of 2.1-acre, 65.8-acre, and 150.2-acre tracts of land generally located north of FM 1384 in the extraterritorial jurisdiction of the Town.
- ix. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- x. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.
- xi. Eminent domain action for the acquisition of real property for the construction and maintenance of the Faught Road Drainage Improvement Project and for other public purposes permitted by law.
- xii. Eminent domain action for the acquisition of real property for the construction and maintenance of Elizabethtown Road Bridge and for other public purposes permitted by law.
- xiii. Legal matters regarding retaining wall and bridge maintenance obligations and liability in Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas.

B. Section 551.072 - Real Property

The Town Council may convene in an executive session to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a

detrimental effect on the position of the governmental body in negotiations with a third person.

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.
- ii. Deliberation regarding eminent domain action for the acquisition of the following real properties, for the construction and maintenance of road improvements on Faught Road and other public purposes permitted by law:
 - 7325 Faught Road - A1063A Patrick Rock TR 57, 19.834 AC Old DCAD TR #21
 - 7925 Faught Road - A1063A Patrick Rock TR 57A, 1.246 AC, SN#1 50305118A, SN#2 50305118B
 - 7331 Faught Road - A1063A Patrick Rock TR 58, 15.067 AC Old DCAD TR #21C
 - 7417 Faith Lane - A1529A Paine TR 3, Document # 2004-6330
 - FM 407 & Faught Road - A1063A Patrick Rock TR 63, 75.65 AC Old DCAD TR #33B
 - 8080 Faught Road - Northlake Country Estates PH II BLK A Lot 13
- iii. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of Elizabethtown Road Bridge.

C. Section 551.087 - Economic Development Negotiations

The Town Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the Town has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the Town and with which the Town is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- i. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2-acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- ii. Potential economic development agreement with Northport Partners, LLC for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane.

7. RECONVENE INTO OPEN SESSION

The Town Council will reconvene into Open Session for possible action resulting from any items posted and legally discussed or deliberated in Executive Session.

- A. Consider the use of eminent domain to condemn property and consider a Resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of Elizabethtown Road Bridge and for other public purposes permitted by law.

8. ADJOURN

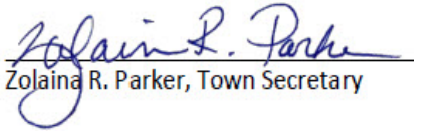
With no further items to consider, the meeting will be adjourned.

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); 551.076 (Deliberations about Security Devices); 551.087(Economic Development Negotiations).

CERTIFICATION

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on June 6, 2025, by 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.




Zolaina R. Parker, Town Secretary

NOTICE: THE TOWN OF NORTHLAKE'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT(ADA). THE TOWN WILL PROVIDE ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED IF REQUESTED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE TOWN SECRETARY'S OFFICE AT 940-242-5702 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD), BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATIONS CAN BE ARRANGED.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Comprehensive Plan Goal ED1.2: Maintain participation in regional chamber initiatives to foster collaboration, economic growth, and community development
SUBJECT: Presentation - Metroport Chamber Annual Report
GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Sally A. Aldridge, President and CEO of Metroport Chamber will provide an annual update:
 - Metroport is a 501(c)6 non-profit organization that create, promote and enhance opportunity and growth for the business community
 - The Metroport region consists of Northlake, Justin, Argyle, Roanoke, Trophy Club, and Westlake
 - Members include Fortune 500/Global 500 companies, mid-sized companies, small businesses, startups, entrepreneurs, and non-profit members
- State of the Chamber
 - Networking - in-person events and social media
 - Education - leadership program, professional development, small business training
 - Promotion - ribbon cuttings, directory, luncheons, publications
 - Advocacy - State of the Communities, legislative report, Denton County Days
 - Economic Development - community meetings, Alliance Development Forum, regional video
 - Chamber Building - office lease space, open work area, meeting space

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Manual on Uniform Traffic Control Devices
SUBJECT: Briefing - Traffic Signs and Marking Crew Policy
GOALS/ Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services
OBJECTIVES:

BACKGROUND INFORMATION:

- Traffic Signs & Marking crew approved as part of the FY25 budget
- Staff provided update on the crew's completed/plan for future striping/signage at May 22, 2025 Council meeting
- Council requested a policy outlining guidelines for traffic signs and street marking within Northlake
- The proposed Signs, Traffic Markings, Pavement Striping & Retro-reflectivity Policy will address:
 - Establishing consistent traffic maintenance practices on Town roads
 - Using Cartegraph system for sign inventory and retro-reflectivity tracking
 - Visual inspections on 3-year cycle using control signs and expected sign life
 - Replacements/removal of non-compliant signs based on inspection results
 - Maintaining all Town signs except those under TxDOT, County, or private responsibility
 - Responding to sign issues based on urgency (e.g., stop signs within 1 business day)
 - Conducting annual surveys to refresh pavement markings and striping/ensuring visibility standards
 - Focusing stripes on higher-classification roads only

COUNCIL ACTION/DIRECTION:

Provide feedback as council deems necessary.



TOWN OF NORTHLAKE

Signs, Traffic Markings, Pavement Striping & Retro-reflectivity Policy

June 2025



TABLE OF CONTENTS

- I. Purpose
- II. Objectives
- III. Procedures
- IV. Sign Maintenance
- V. Pavement Markings
- VI. Pavement Striping



I. PURPOSE

The purpose of the Town of Northlake *Signs, Traffic Markings, Pavement Striping & Retro-reflectivity Policy* is to establish and maintain uniform practices concerning traffic maintenance operations on Town roadways.

II. OBJECTIVES

The Town will provide traffic operations maintenance in a safe and cost-effective manner balancing the needs of safety for road users and pedestrians with Town personnel, budget, and social, economic and environmental concerns. It is in the Town's best interest to have traffic operations and maintenance procedures. Because of variables in weather, traffic issues, changing driver demographics, road design, standards and other factors, these procedures must remain flexible. The Town may use Town employees or other entities under contract to provide this service.

III. PROCEDURES

Under the direction of the Public Works Director through his/her designee, will make decisions concerning scheduling and the procedures to be followed for daily traffic operation, maintenance needs and associated periodic and tri-yearly detailed condition inspections. Scheduling and the procedures to be followed will be based upon consideration of the following factors: significance of the traffic device to driver safety, condition and effectiveness of the device, standards compliance and whether damage or condition creates an immediate safety hazard.

In every instance, the onsite maintenance employee must assess the conditions of the traffic control device and rely on judgment and experience to determine the correct action to correct problems with or maintain the device. Factors that may delay the completion of traffic operation maintenance include other repair needs, utility locates, fabrication or procurement of necessary materials, weather conditions including severe cold, limited access, significant winds, limited visibility and other staff and field



condition issues.

IV. SIGN MAINTENANCE

Sign Maintenance

- A. **Sign Installation:** Signs will be installed and maintained to meet federal standards set forth in the most recent Texas Manual on Uniform Traffic Control Devices (TxMUTCD) and in accordance with Town guidelines, standard installation and practices.
- B. **Maintain Signing, Overall Responsibility:** Town sign maintenance practices are established to meet all requirements and ensure appropriate signing for the traveling public.
- C. **Sign Retro-Reflectivity:** The Town will maintain a field sign inventory database in the form of a sign management system (Cartegraph) since 2022. The Town is continually analyzing the database to determine the best approach to meet Federal Sign Retro-reflectivity Standards.
 - 1. The Town will use a combination of EXPECTED SIGN LIFE and CONTROL SIGNS as management methods.
 - a. **CONTROL SIGNS**
 - i. Evaluation of retro-reflectivity of Town signs will continue on a 3-year cycle as it has to date (1/3 of city signs each year).
 - ii. As per Federal directives, a group of “calibration signs” will be assembled to represent a sample of each color that is known to have retro-reflectivity levels at or above minimum levels. The signs will be set up so that the sign technician can view the calibrations signs in a manner similar to nighttime field inspection conditions. The technician will use the visual appearance of the calibration signs to establish the evaluation threshold for that night’s inspection activities.
 - 1. Calibration sign samples are needed for each color of sign in Table 2A-3 (MUTCD Manual)
 - 2. Calibration signs are viewed at a typical distance using the inspection vehicle. (SUV or standard P/U with low beam head lights).



3. Calibration signs will be stored appropriately to prevent deterioration.
 4. Calibration signs retro-reflectivity will be verified periodically.
 - iii. When the visual inspection identifies questionable signs, a comparison sample may be attached to the sign and viewed as a comparison by the technician.
 - b. EXPECTED SIGN LIFE
 - i. Expected sign life processes/practices will be established utilizing a combination of expected sheeting warranty life estimations of manufacturers/suppliers and “on the ground” experience in the field at the city. The Town will develop, and update as needed general criteria for life cycle replacement of signs in companion with calibration review and nighttime sign examinations.
 1. The Town began installing 3M High Intensity Prismatic (HIP) sheeting signs in 2011. The Town will implement a program to replace all signs having insufficient sheeting properties to meet the new Federal retro-reflectivity standards.
 2. The Town will plan for (budget for) replacement of all signs found via the control section/night sign checking process. The eventual goal will be that the majority of retro-reflectivity related sign replacements will be handled through the expected life cycle/sign life process.
- D. Sign Maintenance Responsibility: The Town will maintain signs and street identification signs on all Town roadways, with the exception of:
 - a. Signage on approaches to county roads are not installed nor maintained by the Town. Town street name signs are maintained by the Town.
 - b. Stop signs at Texas Department of Transportation (TxDOT) controlled intersections and highway ramps with state/county highways/roads. Town street name signs are maintained by the Town.



- c. Specific signs installed by others (TxDOT, County agencies, and private signs as agreed upon by the Town.
 - d. Signs along county highways, within TxDOT right-of-way, unless specific agreement with TxDOT/Denton County stipulates a Town maintenance responsibility for signing.
 - e. Bike path and other pedestrian-control signs not pertaining to vehicle traffic installed by government entities other than the Town.
 - f. Signs on approaches to Town streets installed by private business and/or property owners.
- E. Response to Incident Report for Sign Repair Needs: Sign maintenance staff will respond after receiving notice of a repair need to determine appropriate action with the following priorities:
 - a. Stop sign: as soon as practical, no later than one business day, a temporary stop sign will be placed if required.
 - b. Other regulatory signs: no later than three business days.
 - c. Warning signs: within one scheduled workday.
 - d. Informational/guidance signs: as soon as scheduling/delivery permits
- F. Sign replacement resulting from field inspections:
 - a. 3-year cycle review (1/3 each year)
 - b. Night retro-reflectivity check:
 - i. Written documentation of the location, sign type, size and reason for sign replacement will be recorded (into database) for each sign that is not in an acceptable condition and needs replacement.
 - ii. Sign replacement will occur as follows:
 - 1. Stop signs – as soon as scheduling permits
 - 2. All other signs – concurrent with neighborhood refurbishing replacement schedules or as determined by sign technician.
- G. Miscellaneous Sign Practices:
 - a. Sign staff are not directly on-call after normal working hours. After hours phone numbers for emergencies are available to after hour call center dispatchers so staff can be contacted in case of an emergency.
 - b. Training is provided to ensure traffic staff can perform sign-maintenance duties in an efficient, effective and responsive manner. Such training shall consist of, at a minimum, appropriate signing and traffic control seminars (when available and funds are available in the department training budget), appropriate available training videos or



website training, and training as appropriate and available for supervisors.

- c. Unauthorized signs will be removed from Town right-of-way.
- d. Support staff will be informed and updated regarding sign maintenance operations (e.g., schedules and other priority needs or equipment failures) to ensure accurate information is available to respond to telephone inquiries.
- e. Sign staff may park a sign maintenance vehicle against traffic flow to perform necessary emergencies and routine maintenance duties.
- f. Sign staff may drive or park maintenance vehicles on the center medians or roads to perform necessary emergency and routine maintenance duties.

V. PAVEMENT MARKINGS

Pavement Markings

C. Miscellaneous Pavement Marking Practices:

- a. Pavement Marking Survey;
 - i. At the beginning of each year, the Street Supervisor shall review the conditions of city pavement markings.
 - ii. All pavement markings needing refreshing will be identified and Town maintenance personnel will be secured and directed to refresh as needed.
 - iii. In the event of limited funding, the city will ensure that pavement markings meet minimum standards.
- b. Stop Bars
 - i. Stop bars at all sidewalk intersections.
- c. STOP Legend
 - i. STOP legend only in masterplan communities and for collectors or greater.
 - ii. No STOP legend for internal residential to residential intersection.

VI. PAVEMENT STRIPING



Pavement Striping

A. Miscellaneous Pavement Striping Practices:

a. Pavement Striping Survey;

- i. At the beginning of each year, the Street Supervisor shall review the conditions of Town pavement striping.
- ii. All pavement striping needing refreshing will be identified and staff will be scheduled and directed to refresh as needed.
- iii. Town roadways scheduled to be overlaid/reconstructed may be omitted from pavement striping as agreed upon.
- iv. In the event of limited funding, the Town will ensure that all pavement striping meets minimum standards.

b. Striping

- i. No lane striping on internal residential streets
- ii. Lane striping for collector streets and larger.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Fiscal Year 2026 Budget
SUBJECT: Briefing - Fiscal Year 2025-2026 Preliminary Budget - Departmental Expenditures and Revenue Preview
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources

BACKGROUND INFORMATION:

- Budget kickoff briefing provided to Council at the May 22nd meeting that discussed:
 - Budget Focus Areas
 - Effectively Manage Public Resources
 - Diversify the Tax Base
 - Operate Efficiently and Effectively
 - Responsibly Manage Growth
 - Budget Philosophy
 - Conservative Estimates - underestimate revenues and overestimate expenditures
 - Deficit Budgeting - identify all maintain and new service requests
 - Balanced Budget - approve or deny expenditures until revenues are equal to or greater than expenses
 - Structurally Sound Budget - link on-going expenses with on-going revenues and one-time expenses with one-time revenues
- Next Steps in Budget Process
 - June 12 - Briefing: Departmental Requests and Preliminary Revenue Estimates
 - July 10 - Briefing: Capital Improvement Program and Debt
 - July 24 - Briefing: Revenues and Tax

Preliminary Departmental Budgets - Base, Maintain, & New Services Breakdown

- Definitions
 - Base expenditures - operating expenses for providing core services based on prior fiscal year budgets and actuals
 - Maintain services - anticipated operating expense increases/requests to provide same level of core services as prior year
 - New Services - requests for new personnel positions, services, equipment, or software

Department	Base Expenditures	Maintain Services	New Service Requests	Total Expenditures
Administrative Services	\$515,438	\$248,571	\$0	\$764,009
Development Services*	\$5,973,697	\$1,496,254	\$1,970,000	\$9,439,951
Finance	\$1,014,720	\$248,000	\$70,000	\$1,332,720
Municipal Court	\$403,121	\$29,011	\$0	\$432,132
Police	\$6,048,568	\$570,520	\$430,450	\$7,049,538
Public Works**	\$3,825,017	\$803,380	\$332,830	\$4,961,227
Town Secretary	\$283,377	\$60,627	\$70,000	\$414,004
Total	\$18,063,568	\$3,456,363	\$2,873,280	\$24,393,581

*Development Services includes Economic and Community Development Corporations and Hotel Occupancy Tax Fund expenses

** Public Works does not include the cost of wholesale water and sewer

Highlighted Maintain and New Services Request by Department

- Table highlights new service and important maintain services requests
- Not all increases or requests for maintaining services are shown - only requests that:
 - are greater than \$10k; and
 - increase a budgeted account line item by 10% over the prior fiscal year

Department	Category	Request	Total Cost
Administrative Services	Service	Americans with Disabilities Act Compliance Study (<i>required by Federal mandate</i>)	\$110,000
Development Services	Service	Roadway, Water, & Sewer Impact Fee Update	\$529,000
	EDC/CDC	Entry Way Monumentation (new service): \$1,670,000 (<i>amount depends on number of & quality of signage</i>) Business Gift Card Program (new service): \$300,000	\$1,970,000
Finance	Personnel	Purchasing/Accounting Clerk (new service)	\$70,000
Municipal Court	N/A	No new requests	\$0
Police Department	Personnel	(2) Corporals (new service): \$130,000 (<i>positions will not start till April</i>) School Resource Officer (new service): \$35,000 (<i>School district to pay 70% of costs</i>)	\$165,000
	Equipment	(2) Patrol Vehicles for Corporals (new service): \$235,000 SWAT personnel (existing officers) and equipment (new service): \$18,000 Exterior building security cameras: \$48,810 Firearms for (10) Officers: \$15,000 Cellbrite Computer forensics software/equipment: \$22,700 Patrol rifles for Officers: \$23,900 Mobile speed sign trailer: \$19,200	\$382,610
Public Works	Personnel	Equipment Operator (Street Striping Crew): \$71,641 (<i>phase 2 of street striping crew</i>) Supervisor (Streets) (new service): \$98,760 Supervisor (Utilities) (new service): \$98,760	\$268,161
	Equipment	Asphalt paving machine: \$199,191 Replacement for 2005 F-750 Dump Truck: \$180,977 Replacement for 2016 F-350: \$98,012 GrindLazer Scarifier: \$19,670 Concrete Saw: \$23,000 Truck for requested supervisor position (Streets) (new service): \$67,655 Truck for requested supervisor position (Utilities) (new service): \$67,655	\$656,160
Town Secretary	Personnel	Records Clerk (new service):	\$70,000

Preliminary Internal Services Expenditures For All Departments

Internal Services for Departments	Base Expenditure	Maintain Services	New Service Requests	Total Cost
Technology	\$932,538	\$61,566	\$63,845	\$1,057,949
Building	\$1,005,088	\$104,289	\$0	\$1,154,377
Equipment	\$725,000	\$0	\$80,000	\$805,000
Total	\$2,662,626	\$165,885	\$143,845	\$3,017,326

Preliminary Revenue Estimates:

- Property Taxes:
 - Projected increase in taxable value due to increases in existing and new value
 - Existing values have grown by an estimated 13%
 - New residential and commercial values make up 10% of estimated taxable value
 - \$5.5M projected for maintenance and operation expenditures from the General Fund
 - \$450k projected increase from prior fiscal year budget
 - Estimate is conservative
 - 54% of properties within the Town (\$2.6B in taxable value) are under protest
 - Appraisal district must finish applying abatements
- Sales Taxes:
 - Sales taxes are up 10% over the prior fiscal year
 - \$4.0M in projected total sales for FY 2025
 - \$2.1M for General Fund
 - \$1.4M combined for Economic and Community Development Corporations
 - \$489k for Dallas Stars Center (Sports Venue Fund)
- Water and Wastewater Revenue:
 - Water sales: \$11.1 million
 - Projected 5% increase from prior fiscal year
 - Sewer sales: \$9.1 million
 - Projected 5% increase from prior fiscal year
 - Increases due to additional users and increases too water & sewer rates
 - Estimates are conservative - staff currently developing projections and analyzing past trends and data
- Other Major Revenue
 - Franchise Fees: \$992k
 - Contracted Police Service: \$742k
 - Court Fines & Fees: \$596k
 - Hotel Tax: \$750k
- Optional Revenue Considerations
 - Increase Over 65/Disabled exemption, current \$100k per eligible homestead
 - Implement Stormwater Fee, \$300k annually, proposed \$5 per month per resident, commercial fee based on impervious area
 - Modify sales tax distribution to Municipal Development District, General Fund or other uses, requires local option election

COUNCIL ACTION/DIRECTION:

Provide feedback and direction as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Strategic Goal: Plan Intentionally & Responsibly - 3.2 Embrace and adapt to state legislative actions
SUBJECT: State Legislative Recap - 2025 Session Overview
GOALS/ OBJECTIVES: Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

BACKGROUND INFORMATION:

- Town Attorney will provide an update on the 2025 Legislative Session
- Recap of legislative actions that could affect the Town:
 - Employment & Transparency
 - HB 762: Caps city employee severance at 20 weeks, bans severance for misconduct, and requires posting of agreements.
 - HB 1522: Meeting notice now must be posted 3 business days in advance. Cities must also post proposed budget + taxpayer impact statement.
 - HB 4219: Cities must respond to PIA requests within 10 business days or face penalties; non-compliance may lead to AG-mandated training.
 - Public Safety & Code Enforcement
 - HB 2844: State preemption of food truck regulations; limits cities' ability to regulate operations, hours, inspections, and fees.
 - SB 1202: Third-party inspections for home backup power systems bypass city approvals.
 - HB 75: Tightens bail bond conditions and restrictions on magistrate authority; includes custody during state appeal.
 - HB 4144: Requires post-retirement health coverage for firefighters and officers diagnosed with serious illness within 3 years.
 - Purchasing & Financial Oversight
 - SB 1173: Raises competitive bidding threshold from \$50,000 to \$100,000.
 - SB 1883: Imposes auditing and notice requirements before raising impact fees; 3-year moratorium between increases.
 - SB 1851: Cities cannot adopt tax rate above NNR if audit/financials are late.
 - SB 830: Did not pass. No changes to procurement in this session.
 - Zoning, Land Use, & ETJ
 - HB 2464 / SB 1566 / SB 785 / SB 2477 / HB 2512: Multiple bills limit city authority over home-based businesses, manufactured housing, and land in ETJs.
 - HB 21 / HB 30 / SB 15: Restricts zoning powers and alters taxing and housing authority (mostly affect larger cities).
 - Elliott v. College Station: TX Supreme Court declined to rule SB 2038 unconstitutional but suggested cities may not deny release petitions; recommends no council action.
 - Taxation & Revenue
 - HB 9 / SB 4: Raises property tax exemptions (subject to constitutional amendment approval).
 - SB 1025: Tax ballot propositions must state: "THIS IS A TAX INCREASE".

- HB 2894: Expands eligibility for disabled veterans' tax exemption assistance.
- Preemptions & Restrictions on Local Control
 - SB 541 / SB 1008 / HB 4215 / HB 4163: State preempts city control over food, sound, delivery networks, and ag ROW maintenance.
 - SB 1567: Limits occupancy regulations in university cities.
 - SB 1106: Requires online publication of PID service plans/assessments.

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Northlake Homerule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for May 22, 2025
GOALS/
OBJECTIVES: Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approval of Minutes:
 - May 22, 2025 - Regular Meeting

COUNCIL ACTION/DIRECTION:

Approve Minutes Draft as presented



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
MAY 22, 2025**

The Northlake Town Council convened in a Regular Meeting on May 22, 2025, at 5:30 PM, in the Northlake Town Hall – Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

Mayor Montini called the meeting to order at 5:30 p.m., and a quorum was present as follows:

Roll Call:

Brian Montini, Mayor
Alexandra Holmes, Place 1
Michael Ganz, Place 2
Aaron Fowler, Place 3

Roger Sessions, Place 4
Maryl Lorencz, Mayor Pro Tem Place 5
Josh Pezzuto, Place 6

Also present were:

Drew Corn, Town Manager
Dean Roggia, Town Attorney
Zolaina Parker, Town Secretary

- Invocation was given by Pastor Ben Scheck, The Grove Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Public Works Week - May 18-24, 2025

Mayor Montini presented the Proclamation and commentary followed.

B. Briefing - Fiscal Year 2024 Audit Presentation by Town Auditor

The item was presented by John Thomson, Finance Director, and Austin Henderson, Audit Manager, and commentary followed.

There was no consensus as the item was for presentation purposes only.

C. Briefing - Fiscal Year 2025 Second Quarter Investment & Financial Report (Jan - Mar 2025)

The item was presented by John Thomson, Finance Director, and commentary followed.

There was no consensus as the item was for presentation purposes only.

D. Briefing - Fiscal Year 2026 Budget Kickoff

The item was presented by John Thomson, Finance Director, and discussion followed.

There was no consensus as the item was for presentation purposes only.

E. Briefing - Introduction of Public Capital Improvement Program (CIP) Dashboard

The item was presented by Major Youngblood, Administrative Services Director, and commentary followed.

There was no consensus as the item was for presentation purposes only.

F. Briefing - Traffic Signs and Marking Crew Update

The item was presented by Eric Tamayo, Public Works Director, and commentary followed.

The Town Council consensus was for staff to draft and present a policy for consideration during a future meeting.

3. **PUBLIC INPUT**

The following individuals shared comments as allowed under the Public Input portion of the agenda. All comments may be viewed in their entirety on the Town's Website at <https://www.town.northlake.tx.us/337/Watch-Council-Meetings>.

- Craig Calvert, address on file - expressed interest in serving
- Ray Callahan, address on file - expressed interest in serving
- James Cavin, address on file - expressed interest in serving
- Traci Honeycutt, address on file - expressed interest in serving
- Roger Nolan, address on file, - expressed interest in serving
- Johnathan Perez - expressed interest in serving
- Robert Parker, address on file - expressed interest in serving
- Sal Esposito, address on file, - expressed interest in serving
- Bob McKay - expressed interest in serving
- Nyeisha James, address on file - expressed interest in serving

- Joel McGregor- address on file - request to move item to the front of agenda; Canyon Falls is water under the bridge; failure on inspections; look at engineering or inspections; not built correctly
- Todd Bayeak - address on file - Canyon Falls resident; TIRZ Agreement; Canyon Falls HOA does not have the capital to fix; thanked Mayor and Council for a viable and long term solution
- Stephen Dyack - address on file - Canyon Falls resident; appreciates Council coming out; ask to take care of Canyon Falls Retaining Wall; HOA signed agreement; size was not understood; HOA does not have the funds; 12-15 month reimbursement; Town should do reserve study; hopes to work together
- Megan Youngblood, address on file - in support of Canyon Falls

4. **CONSENT ITEMS**

The Consent Agenda consisted of Items 4.A. - 4.K., and no items were pulled for individual consideration.

Councilmember Holmes moved to approve the Consent Agenda as presented. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- A. Consider approval of the Town Council Meeting Minutes for April 10 and May 13, 2025
APPROVED
- B. Consider approval of a Resolution of the Town of Northlake, Texas, accepting the Fiscal Year 2024 Annual Financial Audit
APPROVED RESOLUTION NO. 25-25
- C. Consider approval of a Resolution of the Town of Northlake, Texas, Appointing a Board Member to the Upper Trinity Regional Water District
APPROVED RESOLUTION NO. 25-26
- D. Consider approval of a Resolution of the Town of Northlake, Texas, appointing a member to the Trinity River Authority's (TRA) Denton Creek Regional Wastewater System Advisory Committee
APPROVED RESOLUTION NO. 25-27
- E. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with the Denton County Sheriff's Office for 911 Dispatch Agreement for Fiscal Year 2025-2026 in an amount not to exceed \$70,119.29
APPROVED RESOLUTION NO. 25-28

- F. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with Denton County Sheriff's Office to provide Talk Groups and programming for Northlake Police radios, in an amount not to exceed \$3,600.00

APPROVED RESOLUTION NO. 25-29

- G. Consider approval of a Resolution of the Town of Northlake, Texas, awarding Bid No. 25-02 and authorizing the Town Manager to execute an agreement/contract with Landmark Structures I, L.P. for construction of 0.5 MG Elevated Storage Tank, in an amount not to exceed \$5,784,000.00

APPROVED RESOLUTION NO. 25-30

- H. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc, for required Construction Inspection Services for Mulkey Lane Bridge in an amount not to exceed \$87,600

APPROVED RESOLUTION NO. 25-31

- I. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an agreement with Dunham Engineering, LLC, for Water Storage Inspection Services in an amount not to exceed \$97,500.00

APPROVED RESOLUTION NO. 25-32

- J. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with Denton County Tax Office to collect taxes from the Town and The Highlands Public Improvement District (PID)

APPROVED RESOLUTION NO. 25-33

- K. Consider calling and authorizing a public hearing to be held on June 12, 2025, at 5:30 p.m., at the Town of Northlake, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, in the Council Chambers, regarding the proposed annexation of approximately 117 acres of land located at the northwest corner of Harmonson Road and McPherson Drive contiguous to the current town limits of Northlake, Texas, in the exclusive extraterritorial jurisdiction of the Town

APPROVED TO CALL PUBLIC HEARING ON JUNE 12, 2025

5. ACTION ITEMS

- A. Consider approval of a Resolution of the Town of Northlake, Texas, appointing a Mayor Pro Tem to serve a one-year term beginning June 1, 2025, and ending May 31, 2026

APPROVED RESOLUTION NO. 25-34

The item was presented and discussion followed.

Councilmember Fowler moved to appoint Councilmember Maryl Lorencz to serve as Mayor Pro Tem. Motion seconded by Councilmember Holmes. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- B. Consider appointments/reappointments to the Board of Adjustment Places 1-5, for a two-year term beginning June 1, 2025, and ending May 31, 2027

The item was presented and discussion followed.

Mayor Montini moved to appoint/reappoint the following:

Board of Adjustment	Member, Place 1	Thomas Lott	Reappointment	Term 2025 – 2027
Board of Adjustment	Member, Place 2	Lisa Ham	Reappointment	Term 2025 – 2027
Board of Adjustment	Member, Place 3	Robert Parker	Reappointment	Term 2025 – 2027
Board of Adjustment	Member, Place 4	Raymond Callahan	New Appointment	Term 2025 – 2027
Board of Adjustment	Member, Place 5	Dale Mauch	Reappointment	Term 2025 – 2027

Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (6) : Montini, Lorencz, Ganz, Fowler, Sessions, Pezzuto

NAYS (1): Holmes

ABSENT (0): None

- C. Consider appointments/reappointments to the Northlake Community Development Corporation - Board of Director Places 1-7, for a full term or an unexpired term, as applicable

The item was presented and discussion followed.

Mayor Pro Tem Lorencz moved to appoint the following:

CDC	Member, Place 6	Craig Calvert	New Appointment	Term 2025 – 2027
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Motion seconded by Councilmember Pezzuto. Motion Passed.

AYES (7) : Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

Following further discussion, Councilmember Holmes moved to appoint/reappoint the following:

CDC	Member, Place 2	James Cavin	New Appointment	Unexpired Term 2024 -2026
CDC	Member, Place 4	Tom Dudark	Reappointment	Term 2025-2027
CDC	Member, Place 5	Traci Honeycutt	Reappointment	Term 2025-2027
CDC	Member, Place 7	Jon Pendergrass	Reappointment	Term 2025-2027

Motion seconded by Councilmember Sessions. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- D. Consider appointments/reappointments for the Northlake Economic Development Corporation - Board of Director Places 1-7, for a full term or an unexpired term, as applicable

The item was presented and discussion followed.

Mayor Pro Tem Lorencz moved to appoint/reappoint the following:

EDC	Member, Place 5	Marie Amarante	Reappointment	Term 2025 -2027
EDC	Member, Place 6	Adam Crockett	New Appointment	Term 2025-2027
EDC	Member, Place 7	Sonya Wooley	Reappointment	Term 2025-2027

Motion seconded by Councilmember Fowler. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- E. Consider appointments/reappointments for the Planning & Zoning Commission Places 1-7 for a one-year term beginning June 1, 2025, and ending May 31, 2026

The item was presented and discussion followed.

Councilmember Fowler moved to appoint/reappoint the following:

P&Z	Member, Place 1	Chris Amarante	Reappointment	Term 2025 -2026
P&Z	Member, Place 2	Roger Nolan	New Appointment	Term 2025 -2026
P&Z	Member, Place 3	Sal Esposito	New Appointment	Term 2025 -2026
P&Z	Member, Place 4	Linda King	Reappointment	Term 2025 -2026
P&Z	Member, Place 5	Saketh Parsa	Reappointment	Term 2025 -2026
P&Z	Member, Place 6	Danny Simpson	Reappointment	Term 2025 -2026
P&Z	Member, Place 7	Robert Keeker	Reappointment	Term 2025 -2026

Motion seconded by Councilmember Holmes. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- F. Consider approval of a Resolution of the Town of Northlake, Texas, granting consent to the creation of Denton County Fresh Water Supply District No. 13 (or next available numerical designation as determined by the Commissioner's Court of Denton County), and the inclusion of land therein

APPROVED RESOLUTION NO. 25-35

The item was presented, and discussion followed.

Mayor Montini moved to approve the item as presented. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

- G. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing street name changes for sections of Cleveland-Gibbs Road, Dale Earnhardt Way, and Sam Lee Lane, and providing an effective date
- i. Public Hearing
 - ii. Consider Approval

APPROVED RESOLUTION NO. 25-36

The item was presented and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 7:24 p.m., and the following came forward to speak:

- Christine Fowler, address on file - asks to take a step back and less impact to business/residential owners, presented options; spoke with business owners
- Larry Lipscomb, address on file - disruptive to change address, Cleveland Road is best option
- Joel McGregor, address on file - Option 2 is the best and least disruptive; residents need to deal with DMV and Passport Office, home business would be impacted, does not like Option 3

With no other speakers coming forward, the Public Hearing was closed, and the Regular Meeting reconvened at 7:33 p.m.

Councilmember Holmes moved to approve Option 2 as presented. Motion Failed for lack of a second.

Mayor Montini moved to approve Option 1 as presented. Motion seconded by Councilmember Sessions. Motion Failed.

AYES (3): Montini, Lorencz, Sessions

NAYS (4): Holmes, Ganz, Fowler, Pezzuto

ABSENT (0): None

Discussion continued.

Councilmember Ganz moved to approve a variation of Option 1 which included the following:

- Street Name Change - Dale Earnhardt Way to Cleveland-Gibbs Road
- Amending Resolution 25-22 by repealing name change to Cleveland Road for specific blocks
- With Resolution being approved noting exact changes made

Motion seconded by Councilmember Pezzuto. Motion Passed.

AYES (5): Lorencz, Holmes, Ganz, Fowler, Pezzuto

NAYS (2): Montini, Sessions

ABSENT (0): None

Mayor Montini stated for record not a prudent decision.

6. EXECUTIVE SESSION

The Town Council will convene in an Executive Session, at 7:49 p.m. pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

A. Section 551.071 - Consultation with Attorney

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for the Northlake 156 & 114 LP property consisting of 156.8-acre tract of land generally located east of FM 156 at the southern extent of the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for property consisting of a 15.1-acre tract and a 19.8 acre tract of land generally located on the east of Faught Road and north of the Southbay Circle, in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for approximately 278 acres of land generally located east of FM 156 and south of Downe Road partly in the extraterritorial jurisdiction of the Town and partly in the Town limits.
- vi. Potential annexation and development agreement for property consisting of 11.0-acre tract of land generally located at termination of Kay Lane in the extraterritorial jurisdiction of the Town.

- vii. Potential annexation and development agreement for property consisting of 20.9-acre tract and 3.0-acre tract of land generally located at termination of Thompson Road in the extraterritorial jurisdiction of the Town.
- viii. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- ix. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.
- x. Eminent domain action for the acquisition of real property for the construction and maintenance of the Faught Road Drainage Improvement Project and for other public purposes permitted by law.
- xi. Legal matters regarding retaining wall and bridge maintenance obligations and liability in Tax Increment Reinvestment Zone Number One, Town of Northlake, Texas.

B. Section 551.072 - Real Property

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.
- ii. Deliberation regarding eminent domain action for the acquisition of the following real properties, for the construction and maintenance of road improvements on Faught Road and other public purposes permitted by law:
 - 7325 Faught Road - A1063A Patrick Rock TR 57, 19.834 AC Old DCAD TR #21
 - 7925 Faught Road - A1063A Patrick Rock TR 57A, 1.246 AC, SN#1 50305118A, SN#2 50305118B
 - 7331 Faught Road - A1063A Patrick Rock TR 58, 15.067 AC Old DCAD TR #21C
 - 7417 Faith Lane - A1529A Paine TR 3, Document # 2004-6330
 - FM 407 & Faught Road - A1063A Patrick Rock TR 63, 75.65 AC Old DCAD TR #33B
 - 8080 Faught Road - Northlake Country Estates PH II BLK A Lot 13
- iii. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of the Faught Road Drainage Improvement Project.

C. Section 551.087 - Economic Development Negotiations

- i. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2- acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- ii. Potential economic development agreement with Northport Partners, LLC for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane.

7. RECONVENE INTO OPEN SESSION

Mayor Montini reconvened the Regular Meeting at 9:05 p.m., to address Council action regarding the items deliberated during Executive Session.

- A. Consider the use of eminent domain to condemn property and consider a Resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of the Faught Road Drainage Improvement Project and for other public purposes permitted by law.

APPROVED RESOLUTION NO. 25-37

Mayor Montini moved that the Town Council of the Town of Northlake authorize the use of the power of eminent domain to acquire the real property described in Resolution Number 25-37 as presented, specifically:

- 0.2371 acre (10,328 sq. ft) Right-of-Way (Exhibit A) on property situated in the Patrick Rock Survey, Abstract Number 1063 in Denton County, Texas, and being a portion of a called 1.246-acre tract of land described in General Warranty Deed to Sara Perry and Daniel Perry as recorded in Document No. 2021-121324 in the Deed Records of Denton County, Texas,

for the public use in construction and maintenance of the Faught Road Drainage Improvements Project and further moved to adopt Resolution Number 25-37 as presented.

Motion seconded by Councilmember Sessions. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Pezzuto

NAYS (0): None

ABSENT (0): None

8. ADJOURN

With no further business, Mayor Montini adjourned the meeting at 9:07 p.m.

Brian Montini, Mayor

ATTEST:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Local Government Code, Chapter 103
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to approve a new contract with BrooksWatson & Co., PLLC for Professional Audit Services
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- Town of Northlake is required by Texas Local Government Code Section 103.001 to conduct an independent annual financial audit by a certified public accountant
- Town conducted request for proposal (RFP) in 2020
- Out of five firms that responded, BrooksWatson & Co., PLLC scored the highest due to competitive pricing and their audit approach
- The Town entered into a five-year contract with BrooksWatson & Co., PLLC as of August 13, 2020 Council meeting
- Town staff have reviewed BrooksWatson's performance and determined that:
 - All required audit deliverables have been submitted on time
 - BrooksWatson has complied with Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards
 - The audit team has consistently demonstrated professionalism, responsiveness, and technical competence
- Town Manager and Finance Director recommend renewing the contract for audit services under the same general terms, subject to negotiated fee adjustments
- Agreement will be for two additional audits:
 - Fiscal Year 2025 and Fiscal Year 2026
- Funding for audit services will be included in the Town's Fiscal Year 2026 operating budget
- Total cost of audit services over the next two fiscal years by BrooksWatson is estimated at \$78,958

COUNCIL ACTION/DIRECTION:

Advise on renewal of contract with BrooksWatson & Co., PLLC as Council deems necessary



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS AUTHORIZING THE TOWN MANAGER TO CONTRACT WITH BROOKSWATSON & CO., PLLC FOR AUDIT SERVICES

WHEREAS, the Town of Northlake has contracted with BrooksWatson & Co., PLLC to conduct its annual financial audits since Fiscal Year 2020 in accordance with the requirements of the Texas Local Government Code, Gennerally Accepted Auditing Standards (GAAS), and Government Auditing Standards issued by the Comptroller General of the United States; and

WHEREAS, the Town's current agreement with BrooksWatson expired following completion of the Fiscal Year 2024 audit; and

WHEREAS, the Town Council has reviewed the firm's performance and finds that BrooksWatson has provided professional, timely, and compliant audit services over the course of the existing contract; and

WHEREAS, the Town Manager and Finance Director recommend the renewal of the agreement with BrooksWatson & Co., PLLC to continue providing audit services for two additional audit years.

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

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

Section 2. The Contract (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, is hereby approved.

Section 3. The Town Manager is authorized to take any actions necessary to effectuate the renewal, and upon approval as to form by the Town Attorney, is hereby authorized to execute the Contract on behalf of the Town.

Section 4. Compensation for audit services shall be provided in accordance with the terms of the renewed contract and included in the Fiscal Year 2026 and 2027 adopted budgets.

Section 5. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

BROOKSWATSON & CO.
CERTIFIED PUBLIC ACCOUNTANTS

May 20, 2025

Town of Northlake, Texas
1500 Commons Circle, Ste 300
Northlake, TX 7626

Dear Mayor and Council:

The following represents our understanding of the services we will provide the Town of Northlake, Texas. You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component units, each major fund, and the aggregate remaining fund information of the Town of Northlake, as of September 30, 2025 and 2026, and for the years then ended and the related notes to the financial statements, which collectively comprise the Town of Northlake's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audit will be conducted with the objective of our expressing an opinion on each opinion unit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, pension information, and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America.

This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Management's discussion and analysis
- 2) Budgetary Comparison Information
- 3) Pension and OPEB schedules

Supplementary information other than RSI will accompany the Town's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements:

- 1) Individual nonmajor fund financial statements and schedules
- 2) Combining statements

Also, the document we submit to you will include the following other additional information that will not be subject to the auditing procedures applied in our audit of the financial statements:

- 1) Introductory section
- 2) Statistical section

The Objective of an Audit

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in accordance with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

General Audit Procedures

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the

auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Internal Control Audit Procedures

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Compliance with Laws and Regulations

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Northlake's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and

- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the entity's auditor;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities; and
- f. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited financial statements, or if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and those charged with governance, written confirmation concerning representations made to us in connection with the audit.

With respect to any nonattest services we perform, such as the preparation of financial statements, the Town of Northlake's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Reporting

We will issue a written report upon completion of our audit of the Town of Northlake's basic financial statements. Our report will be addressed to the governing body of the Town of Northlake, Texas. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Provisions of Engagement Administration, Timing and Fees

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

The timing of our audit will be scheduled for performance and completion as follows:

	Begin	Complete
Document internal control and preliminary tests	TBD by Town	Prior to Sep 15
Mail confirmations	October 1st	October 1st
Completion of audit fieldwork and proposed adjusting entries to Town	November	December
Audit opinion, ACFR draft to Town	n/a	By January 30 th
Final ACFR, GFOA Certificate comments And management letters to Town	n/a	March

Jon Watson, CPA is the engagement partner for the audit services specified in this letter. His responsibilities include supervising BrooksWatson & Co., PLLC's services performed as part of

this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees for the financial statement audit are all inclusive as follows:

Fiscal Year	Financial Statement Audit
2025	\$38,800
2026	\$40,158

This agreement will automatically renew for each year until 2026 unless written notice of non-renewal is provided by either party by May 31 of the fiscal year to be audited. Should this agreement be non-renewed by either party, the Town shall not be obligated to make any payments for work not yet completed. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

The invoice shall be rendered monthly based upon actual hours billed during the invoice period. We will work with you to identify any federal awards that might meet the criteria for an (OMB) Uniform Guidance audit. We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town's personnel to assist in the preparation of schedules and analysis of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

Our fee estimate above is based upon anticipated cooperation from you and your personnel in furnishing us with requested information and documents and preparing confirmations and requested schedules, all of which will be detailed in a document request list that we will provide and review with you. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it will substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate. All audit schedules must be complete before we begin fieldwork.

Additional terms and conditions with respect to the audit engagement are as follows:

- a. The books are maintained in accordance with generally accepted accounting principles, using the modified accrual basis of accounting.
- b. All questionnaires and schedules need to be prepared two weeks before the start date of preliminary fieldwork.
- c. All bank accounts have been reconciled.
- d. The accounts receivable aging is completed and reconciled to the general ledger as of fiscal year end and reflects only the specific uncollected invoices.
- e. The fixed asset and depreciation subsidiary ledgers are completed and reconciled to the general ledger as of fiscal year end.
- f. The accounts payable aging is completed and reconciled to general ledger as of fiscal year end.
- g. Beginning net position/fund balance agrees to the prior year report.

These are the minimum items we must have at least one week prior to the beginning of the audit. Should this not be the case, we will request that your personnel complete all schedules and bring the necessary accounts into such order. Alternatively, at your request, we can provide the personnel to perform such tasks; however, since these tasks are beyond the scope of our audit, we will bill you for such additional work at our standard hourly rates, which range from \$95 to \$350.

Other Matters

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of BrooksWatson & Co., PLLC and constitutes confidential information. However, we may be requested to make certain audit documentation available to certain regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of BrooksWatson & Co., PLLC's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing and returning the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



BrooksWatson & Co., PLLC
14950 Heathrow Forest Pkwy | Ste 530
Houston, TX 77032

RESPONSE:

This letter correctly sets forth our understanding.

The Town of Northlake, Texas

Acknowledged and agreed on behalf of the Town of Northlake by:

Management

Name: _____

Title: _____

Date: _____

Council Representative

Name: _____

Title: _____

Date: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Town of Northlake Code, Chapter 1, Article 2
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, canceling the June 26, 2025, Regular Town Council Meeting
GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Proposed cancellation of June 26th meeting
 - No impact to business operations

COUNCIL ACTION/DIRECTION:

Approve cancellation of the June 26, 2025 Town Council Meeting



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, CANCELLING THE
REGULAR TOWN COUNCIL MEETING SCHEDULED FOR JUNE 26, 2025**

WHEREAS, the Town Council of the Town of Northlake, Texas, regularly meets on the second and fourth Thursday of every month at 5:30 p.m., in accordance with the Town Council Rules of Order and Procedures; and

WHEREAS, the Town Council has determined that it is advisable to cancel the June 26, 2025, Regular Town Council Meeting.

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

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

Section 2. That the Town Council hereby cancels the Regular Town Council Meeting scheduled for June 26, 2025.

Section 3. That this Resolution is effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Texas Local Government Code Section 375.064
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, appointing a Voting Director or Voting Directors to the Northlake Municipal Management District No. 1 of Denton County
GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts

BACKGROUND INFORMATION:

- Five members recommended by property owners and appointed by Town Council
- Four-year overlapping terms
- Three board member terms expire on August 9, 2025
- Town Council may only appoint recommended persons
- Recommended qualified persons:
 - Peter J. Wangoe II
 - Drew Corn
 - Ibrahim Snoubar

COUNCIL ACTION/DIRECTION:

Appoint three named persons to Northlake Municipal Management District No. 1 of Denton County Board



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 24-74

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPOINTING VOTING DIRECTORS OF NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Northlake Municipal Management District No. 1 of Denton County (the “District”) heretofore duly created by that certain Order of the Texas Commission on Environmental Quality dated August 9, 2017, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapter 375 of the Texas Local Government Code, and Chapter 49, Texas Water Code, as amended; and

WHEREAS, pursuant to Section 375.064, Texas Local Government Code, the Town of Northlake, Texas (the “Town”) shall appoint voting directors from persons recommended by the Board of Directors of the District; and

WHEREAS, the Board of Directors of the District (the “Board”), acting in accordance with the applicable provisions of Section 375.064 of the Texas Local Government Code, submitted to the Town a Petition for Appointment of Voting Directors of Northlake Municipal Management District No. 1 of Denton County, dated April 8, 2025, recommending Peter J. Wangoe II, Drew Corn, and Ibrahim Snoubar to serve as voting directors for the three (3) positions which shall expire on August 9, 2029; and

WHEREAS, the Board desires that the Town appoint Peter J. Wangoe II, Drew Corn, and Ibrahim Snoubar, each to serve a four (4) year term which shall expire on August 9, 2029.

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

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

Section 2. That the Town Council of the Town hereby specifically gives its written approval of the

Board's recommendations for voting directors of the District for the three (3) positions which shall expire on August 9, 2029.

Section 3. That Peter J. Wangoe II, Drew Corn, and Ibrahim Snoubar be appointed to serve as directors for Northlake Municipal Management District No. 1 of Denton County, each to serve a four (4) year term which shall expire on August 9, 2029.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

PETITION FOR APPOINTMENT OF VOTING DIRECTORS FOR
NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1 OF DENTON COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

TO THE HONORABLE MAYOR AND CITY COUNCIL OF THE TOWN OF NORTHLAKE:

The Board of Directors of Northlake Municipal Management District No. 1 of Denton County (the "District"), acting in accordance with the applicable provisions of Section 375.064 of the Texas Local Government Code, respectfully petition the Town of Northlake (the "Town") to exercise its power and authority for the appointment of three (3) qualified persons hereinafter named to serve as voting directors of the Board of Directors of the District and would respectfully show the following:

I.

The District was heretofore duly created by that certain Order of the Texas Commission on Environmental Quality dated August 9, 2017, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapter 375 of the Texas Local Government Code, and Chapter 49, Texas Water Code, as amended; and

II.

Pursuant to Section 375.064 of the Texas Local Government Code, the Town shall appoint voting directors from persons recommended by the Board of Directors and the owners of a majority of the assessed value of the property subject to assessment by the District. The Board of Directors hereby recommend the following named persons to serve as voting directors for the District for the three (3) positions which shall expire on August 9, 2029:

Peter J. Wangoe II
Drew Corn
Ibrahim Snoubar

III.

Wherefore, the undersigned respectfully pray that this Petition be properly received and filed as provided by law and that the Town appoint the following three (3) named persons as voting directors of Northlake Municipal Management District No. 1 of Denton County, each to serve a four (4) year term which terms shall expire on August 9, 2029:

Peter J. Wangoe II
Drew Corn
Ibrahim Snoubar

Respectfully submitted this 8th day of April, 2025.

PETITIONER:

NORTHLAKE MUNICIPAL MANAGEMENT
DISTRICT NO. 1 OF DENTON COUNTY



President, Board of Directors

ATTEST:



Assistant Secretary, Board of Directors

(DISTRICT SEAL)



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Americans with Disabilities Act Title II Section 504
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc, for the development of the Town's American with Disabilities Act Transition Plan in an amount not to exceed \$151,000
GOALS/ OBJECTIVES: Protect the Public; 1.4 - Ensure safe community standards and processes, Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

BACKGROUND INFORMATION:

- Americans with Disabilities Act (ADA) passed by Congress July 26, 1990
 - Prohibits discrimination against individuals with disabilities
 - Title II applies to public entities, including local governments, and covers all programs, activities, and services
 - U.S. Department of Justice enforces Title II and requires public entities to evaluate and modify policies, practices, and procedures to prevent discrimination
 - Public entities must conduct a self-evaluation and prepare a Transition Plan to identify barriers and outline corrective actions to ensure accessibility
- Halff Associates, Inc. will assist the Town in developing its ADA Self-Evaluation and Transition Plan in accordance with Title II requirements:
 - Plan will identify policy, programmatic, and physical barriers to accessibility across Town services, facilities, and infrastructure
 - Evaluation and plan will guide the Town in implementing reasonable modifications to promote equal access for all individuals
- Phases I and II occur in Fiscal Year 2026 with estimated expenses of \$110,000 and remaining expenses occurring in FY 2027

COUNCIL ACTION/DIRECTION:

Approve contract amendment as presented



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 25-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES, INC, FOR THE DEVELOPMENT OF THE TOWN'S AMERICAN WITH DISABILITIES ACT TRANSITION PLAN IN AN AMOUNT NOT TO EXCEED \$151,000; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake currently maintains a professional services contract with Halff Associates, Inc. for engineering-related services; and

WHEREAS, the Town of Northlake desires to amend the existing contract to include professional services related to the development of an Americans with Disabilities Act (ADA) Transition Plan; and

WHEREAS, Halff Associates, Inc. is qualified to provide such services and the Town Council finds this amendment to be in the best interest of the Town;

WHEREAS, the cost for these services shall not exceed \$151,000.

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

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

Section 2. The Town Council hereby authorizes the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc., to include development of the Town's ADA Transition Plan in an amount not to exceed \$151,000.

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

STATE OF TEXAS)

COUNTY OF DENTON)

**CHANGE ORDER AND AMENDMENT NO. 30
OF
CONSULTANT’S CONTRACT**

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

WHEREAS, the Town and Consultant have entered into an agreement such that the Consultant is to provide the following services: **Engineering services to provide an ADA self evaluation and transition plan.**

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

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

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

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

Signed and effective on this the ____th day of _____ 2025.

TOWN OF NORTHLAKE, TEXAS

By:

Printed Name: Drew Corn

Title: Town Manager

HALFF ASSOCIATES, INC., CONSULTANT

By: _____

Printed Name: Dennis W. Haar, P.E.

Title: Senior Project Advisor

**TOWN OF NORTHLAKE
ADA SELF EVALUATION AND TRANSITION PLAN
SCOPE OF WORK**

EXHIBIT A

INTRODUCTION

The Americans with Disabilities Act (ADA) is a comprehensive civil rights law for persons with disabilities in both employment and the provision of goods and services. The ADA states that its purpose is to provide a "clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities." Congress emphasized that the ADA seeks to dispel stereotypes and assumptions about disabilities and to assure equality of opportunity, full participation, independent living, and economic self-sufficiency for people with disabilities.

Congress passed the Americans with Disabilities Act (ADA) on July 26, 1990. Title II of the ADA covers programs, activities, and services of public entities. The Department of Justice's Title II regulation adopts the general prohibitions of discrimination established under Section 504 and incorporates specific prohibitions of discrimination for the ADA. Title II provides protections to individuals with disabilities that are at least equal to those provided by the nondiscrimination provisions of Title V of the Rehabilitation Act. Title II of the ADA provides that public entities must identify and evaluate all programs, activities, and services and review all policies, practices, and procedures that govern administration of the entity's programs, activities, and services.

The Halff team (Halff) will prepare the Town of Northlake's ADA Self Evaluation and Transition Plan to fulfill the requirements set forth in Title II of the ADA. The ADA states that a public entity must reasonably modify its policies, practices, or procedures to avoid discrimination against people with disabilities. This evaluation and plan will assist the Town of Northlake (Town) its Town Council and staff in identifying policy, programmatic, and physical barriers to accessibility and in developing barrier removal solutions that will facilitate the opportunity of access to all individuals.

The following **Scope of Work** outlines the process Halff will take to complete the Town's ADA Self Evaluation and Transition Plan.

SCOPE OF WORK

Phase 1: Project Management

Project management tasks will encompass ongoing administration responsibilities including coordination meetings, progress reports and invoices, and internal management by our leadership team. Halff team members will conduct administrative activities throughout the study development period. Examples of relevant activities include, but are not limited to, routine communication with Town's Project Manager, meeting logistics, quality control, contract administration, monthly invoicing and progress reports, and subconsultant administration. Specific subtasks include:

Project Administration

- The Project Manager shall communicate with the Town project manager.
- Keep records of project correspondence and make such records available to the Town as needed.

Monthly Progress and Invoice

- Create and submit monthly invoices
- Prepare monthly progress reports for submission with the invoices to provide a written account of the progress made to date on the project. Progress reports will include tasks completed, tasks/objectives that are planned for the upcoming periods, lists or descriptions of items or decisions needed from Town. Subconsultant progress will be incorporated into the monthly progress report.

Progress/coordination meetings and agenda preparation

- Attend a kickoff meeting and coordination/progress meetings with Town and stakeholders, as necessary to communicate development of the project and design issues.
- Prepare agenda and sign-in sheets for external coordination/progress meetings.
- Prepare meeting minutes for review via email within three (3) business days of the external coordination/progress meeting.
- Conduct internal coordination meetings as required to advance the development of the project.

Sub-consultant Management (Altura Solutions)

- Define scope, roles, and deliverables for subconsultant.
- Prepare and execute contracts with sub-consultants.
- Manage contracts, including terms and budgets.
- Set up communication protocols and regular updates.
- Review and approve of sub-consultant invoices.

Project Schedule

- Prepare project schedule indicating tasks, subtasks, critical dates, milestones, and deliverables.
- Update the project schedule for any changes. Submit to Town as requested.

Quality Assurance and Quality Control

Provide continuous QA/QC throughout the duration of the scheduled services included herein to appraise both technical and business performance and provide direction for project activities.

Phase 2: Self-Evaluation of Town Policies and Standards

The Halff team will work with Northlake to gain access to the Town's regulations, policies, standards, programs, and activities for evaluation according to ADA standards. The self-evaluation



will include factors for eligibility requirements and participation for persons with disabilities, methods for providing recommendations, effective communication and grievance procedures. The self-evaluation results will also include recommendations for acceptable terminology, and updates to policies that may be inadequate or not established.

Task 1: Field Assessment of Town Infrastructure

Halff will evaluate the current conditions of Town-owned/leased facilities within the designated Town limits. Facilities will include elements within the public right of way and Town designated facilities within the formal Town limits as reflected on Exhibit B. Parks, schools and other such facilities not formally owned by the Town outside of the project limits on Exhibit B will not be assessed. Sidewalk and ramp assessment will be limited to study areas (minimum ¼ mile distance) reflected on Exhibit B which are under Town ownership and maintenance. The assessment will also include 5% of the total Town owned existing network outside of the areas reflected in Exhibit B. It is noted that all signalized intersections are TxDOT facilities, such facilities will not be assessed on behalf of the Town and considered to be part of TxDOTs ADA assessment and remediation. The findings will be based on the ADA standards and include detailed data for future resolution by the Town.

The standards proposed to use for facility assessments are:

- 2010 Standards for Accessible Design - for facilities constructed after 2012
- The Americans with Disabilities Act Accessibility Guidelines (ADAAG) - for facilities constructed before 2012
- The ADA/ABA Standards for Outdoor Developed Areas - for parks, recreation facilities, and trails
- Public Rights-of-Way Guidelines (PROWAG) – officially adopted October 7, 2023 - for policy-making decisions involving pedestrian elements in the public ROW

Halff will apply “safe harbor” provisions within the standards. We understand that facility elements that do not comply with the most current standard may not be required to be altered if the elements comply with the previous standard. Example: a restroom that does not meet the current 2010 Standards for Accessible Design maneuvering clearance may not have to be altered if the restroom met the requirements of ADAAG.

The Halff team will utilize BlueDAG software to aid in the data collection process. The software will allow the field collection team to geocode the location of the facility, standard form for data collection, and take photos. The acquired data will include building elements such as (how many are required to comply): parking, accessible routes, entrances, doors, signage, conveyance, restrooms, emergency exits, employee work areas, break rooms, and reach ranges; public ROW elements will include: sidewalks, curb ramps, crosswalks, street furniture (as applicable), on-street parking, and related items in the pedestrian access route. All acquired data will be converted to ESRI GIS compatible format for incorporation into the Town’s assessment management software.

The Town will be solely responsible for obtaining Right of Entry (ROE) for Halff access for a facility not situated on a property formally owned by the Town.

Deliverables:

- Technical Memorandum of findings and recommendations
- GIS database files (ESRI) of assessed data

Task 2: Self- Programs, Services, and Activities (PSAs)

The Halff team will assist Town staff with the self-assessment of the Town's programs, services, and activities (PSAs) and their accompanying Policies and Procedures (P&Ps). We will conduct Town staff interviews and review the Town's website to capture the PSAs performed at each facility as well as PSAs performed throughout the organization. We will develop a customized PSA Checklist that will assist Town staff with performing assessments of PSAs even after the project has been completed. We will also provide a checklist for the Policies and Procedures that enable PSAs to be performed. We will work with Town staff to customize the checklist to best fit the Town's operations. The use of both the checklists along with the training of Town staff will allow the Town to continue the process of verifying ADA compliance moving forward and will guide the Town in the creation of new PSAs and P&Ps.

Task 3: Policy & Procedures (P&P)

Halff will prepare draft Town policies for review/approval and implementation to facilitate compliance for all ADA Titles. ADA Titles of compliance shall include Title I – Employment, Title IV Communications and Title V Misc Requirements.

Task 4: Public Engagement

Collecting public input and engaging with the community is an ADA Title II requirement to be performed during the ADA Transition Plan process. Stakeholder and public input are important factors in developing a prioritization process for corrections to identified architectural barriers at facilities as well as analysis of PSAs. Halff will develop a Public Participation Plan that will consist of one (1) virtual public meeting and outline how the public will be providing feedback on programs, services, and activities (PSAs) as well as identify barriers to public facilities. Halff will clearly demonstrate how their input was captured and ultimately implemented in the ADA Transition Plan.

Task 4 will include the creation of notice and outreach material for Town public notice including but not limited to: local media outreach, email and direct mail communications. Halff will conduct one (1) virtual public meeting and documentation of public feedback.

Deliverables:

- Technical report with the analysis of each PSA's level of ADA compliance. The report will include recommendations for modifications to PSAs as well as policies to match best practices that best fit the Town's workflow and goals.
- Prepare one (1) draft policy for Title I – Employment, Title IV Communications and Title V Misc Requirements.
- Notice and conduction of one (1) virtual public meeting and documentation of public feedback.

Phase 3: ADA Transition Plan Development**Task 1: ADA Transition Plan**

Following the completion of the Phase 2, the Halff team will develop Draft ADA Self Evaluation and Transition Plan (Draft Plan) that summarizes the findings, identifies accessibility barriers, and establishes a path for achieving compliance. The Draft Plan will include a detailed assessment concerning Town owned/leased facilities, report of the PSA, P&P, communications and Web accessibility, and a prioritized schedule of remediation of policies. Halff will provide high level cost estimates for remediation, no formal design, for use in future budgetary allocations. Halff will work directly with Town staff to establish timelines for ADA remediation based on assessment and funding. The document will also outline best practices for maintaining accessibility moving forward, ensuring the Town remains proactive in meeting ADA requirements.

The Draft Plan will be presented to key Town staff, leadership, and stakeholders for review and comment. One (1) public comment period will be held to allow residents, especially individuals with disabilities and advocacy groups, to provide additional input. The Halff team will incorporate this feedback into the Final ADA Self Evaluation and Transition Plan (Final Plan), refining strategies for accessibility improvements and ensuring alignment with community needs.

Once finalized, the Final Plan will be formally adopted by the Town Council, establishing a framework for continued accessibility improvements. The plan will serve as a living document, regularly updated as barriers are removed, and new priorities emerge. Deliverables can be provided in PDF, *Word*, and *Excel* formats.

Deliverables:

- Draft and Final ADA Transition Plan
- Presentation at one (1) Town Council Meeting

FEE SUMMARY

Halff will provide all services on a lump sum basis. The total contract amount will include a not-to-exceed limit of **\$150,023**. Upon request, Halff can prepare proposals to assist the Town in the implementation process of program elements.

Phase 1: Project Management \$ 9,328

Phase 2: Self-Evaluation of Town Policies and Standards

Task 1: Field Assessment..... \$ 78, 347

Task 2: Self- Programs, Services, and Activities (PSAs)..... \$ 9,436

Task 3: Policy & Procedures (P&P)..... \$ 6,952

Task 4: Public Engagement..... \$ 8,792

Phase 3: ADA Transition Plan Development

Task 1: ADA Transition Plan.....\$ 36,518

Subtotal \$149,373

DIRECT EXPENSES \$650

FEE SUMMARY TOTAL \$ 150,023

EXCLUSIONS:

The following services are excluded from this scope of work; however, following coordination with the Town, the following services may be added as supplemental services.

- Formal Boundary survey, property ownership research or new survey services of any kind.
- Negotiations/agreements with adjacent property owners.
- Environmental studies, analysis, or investigations of any kind
- Environmental permitting coordination with either State or Federal agencies not mentioned in the proposal
- Detailed evaluations of specialty clean-up efforts (I.E., illegal camp sites) that could require a specialty contractor

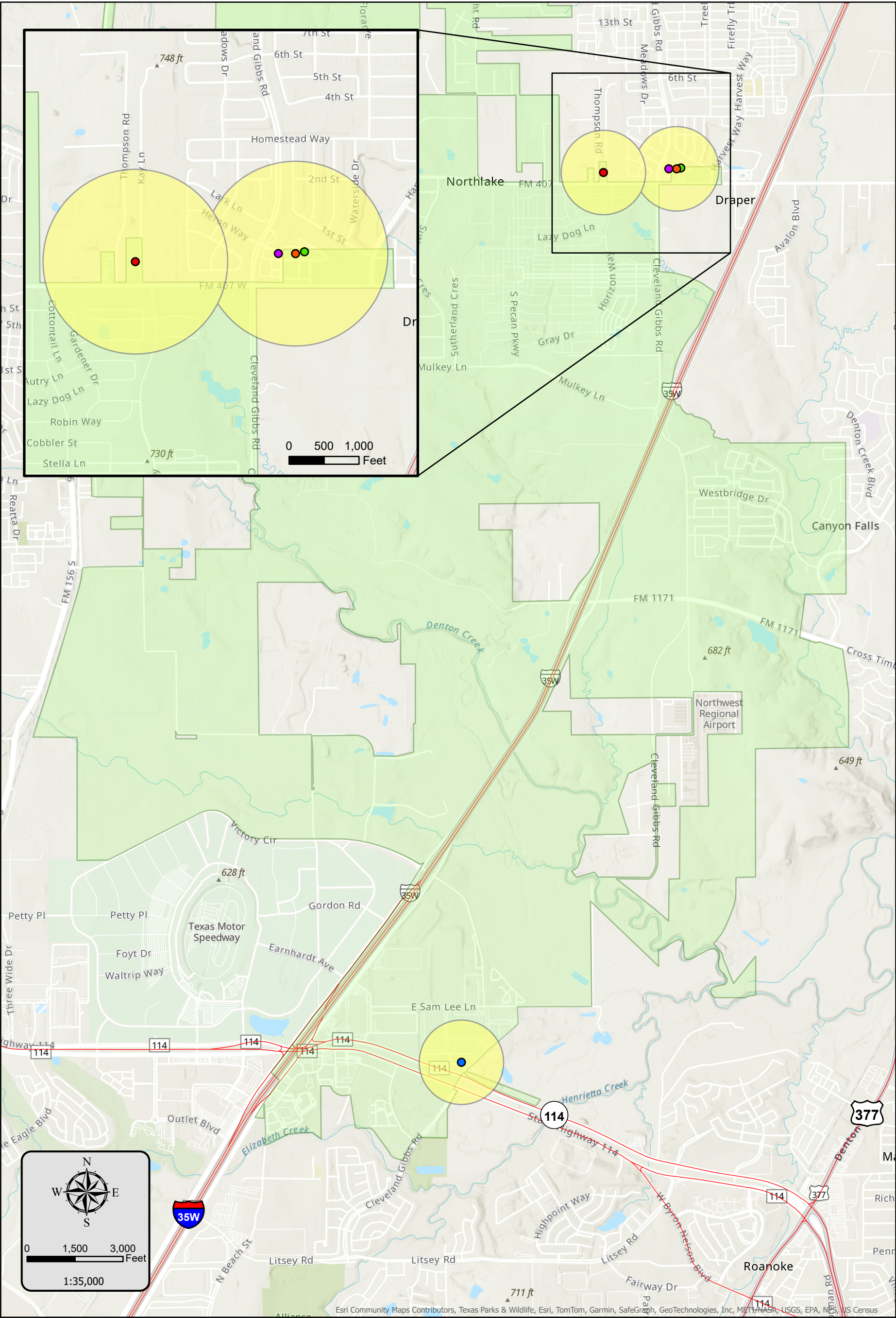
- Formal design and construction document preparation services of any kind
- Halff obtaining of formal Right-of-entry
- Field reconnaissance other than stated in proposal.
- Website and Town communications assessment
- Design of any facilities within the limits of the building.
- Construction bidding and administration services of any kind
- Graphic products except as noted herein.
- Coordination with private utility companies.
- Coordination with TxDOT, County and transit agencies
- Coordination with, and certifications to, insurance companies, attorneys, or banking institutions.

PROJECT SCHEDULE

Halff will commence work after notice-to-proceed (NTP) is received from the Town. It's it Halff's understanding that NTP is contingent on funding with initiation anticipated under the FY2026 budget. Phase 1 & 2 would be initiated in FY2026 with Phase 3 initiated within FY 2027, or as otherwise directed by the Town. Halff anticipates the following project durations per task, note some tasks can occur concurrently:

Task	Description	Estimated Completion
Phase 2 Task 1	Field Assessment of Town Infrastructure	3 Weeks
Phase 2 Task 2	Self- Programs, Services, and Activities (PSAs)	3 Weeks
Phase 2 Task 3	Policy & Procedures (P&P)	3 Weeks
Phase 2 Task 4	Public Engagement	4 Weeks
Phase 3 Task 1	ADA Transition Plan	9 Weeks
ALL	TOTAL ESTIMATED DURATION*	21 Weeks

*Some Tasks may run concurrently, total anticipated duration at 21 weeks.



Legend

- Town of Northlake Incorporated Area
- Buffer Area - Min 1/4 Mile

Existing Facilities

- Town Hall
- Police Department
- Development Services
- Public Works
- Conference Center

Date: 4/18/2025



Town of Northlake Public Facilities
EXHIBIT B



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Purchase Agreements
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to purchase materials, equipment rentals, and parts for Canyon Falls water system improvements in an amount not to exceed \$106,000
GOALS/ OBJECTIVES: Invest in Infrastructure; 4.4 - Provide adequate water and sewer infrastructure, Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts

BACKGROUND INFORMATION:

- Initiate purchase request, under existing Water System Management Services Agreement - Canyon Falls Municipal Utility District No.1 of Denton County
- Seek reimbursement for purchase/installation of Combination Pressure Sustaining and Pressure Reducing Valve
- Dynamically adjust to varying demand and supply conditions, maintaining optimal pressure throughout the system
- Installation of systems performed by Town of Northlake Public Works Department
- Equipment: (United Rentals):
 - Excavator Rental: \$8,924.64
 - Skid Steer Rental: \$3,000
- Parts:
 - Precast Vault: \$19,205.30 Ferguson Waterworks
 - Combination Pressure Sustaining and Pressure Reducing Valve: \$35,768 Cla-Val Company
- Materials:
 - Pipe: \$26,320.21 Ferguson Waterworks
 - Sand: \$4,000
 - Gravel: \$3,000
- Service to include Install, Test, and Tap (2X):
 - \$1,483 performed by Rangeline Group
 - \$1,581 performed by Rangeline Group

COUNCIL ACTION/DIRECTION:

Approved purchase and provide feedback as Town Council deems necessary



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 24-71

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO PURCHASE MATERIALS, EQUIPMENT RENTALS, AND PARTS FOR CANYON FALLS WATER SYSTEM IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED \$106,000

WHEREAS, the Town of Northlake and the Canyon Falls Municipal Utility District No. 1 of Denton County have an existing relationship with a Water System Management Agreement ; and

WHEREAS, the Canyon Falls Municipal Utility District No. 1 of Denton County system can benefit from pressure-balancing measures; and

WHEREAS, to optimize system-wide pressure, pressure-sustaining and pressure-reducing valves can be installed; and

WHEREAS, for the Canyon Falls water system, the Town will install a Combination Pressure Sustaining and Pressure Reducing Valve; and

WHEREAS, this valve will balance pressure on the overall system to mitigate pressure fluctuations; and

WHEREAS, that it is advisable and in the best interest of the Town to authorize the Town Manager to purchase Materials, Equipment rentals, and Parts for Canyon Falls Water System Improvements in an amount not to exceed \$106,000

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

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

Section 2. That the Town Council Hereby authorizes the Town Manager to enter into an agreement for the purchase of public works vehicles at the quoted unit prices, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$280,454.77

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

10:33:01 MAY 09 2025

Page 1 of 2

FERGUSON WATERWORKS #788

Price Quotation

Phone: 903-508-6341

Fax: 903-526-0003

Bid No: B597345
Bid Date: 04/29/25
Quoted By: BJGCust Phone: 940-648-3290
Terms: NET 10TH PROXCustomer: TOWN OF NORTHLAKE
1500 COMMONS CIRCLE
SUITE 300
NORTHLAKE, TX 76226Ship To: TOWN OF NORTHLAKE
1500 COMMONS CIRCLE
SUITE 300
NORTHLAKE, TX 76226

Cust PO#: JOB

Job Name: 12"&24" JOB

Item	Description	Quantity	Net Price	UM	Total
DR18BP12	12 C900 DR18 PVC GJ BLUE PIPE	100	42.120	FT	4212.00
MJ9LA12	12 MJ C153 90 BEND L/A	2	459.260	EA	918.52
E2012PV	12 MEGALUG F/ C900/IPS PVC	10	155.920	EA	1559.20
IMJBG12	12 MJ C153 BLT GSKT PK L/ GLAND	10	55.160	EA	551.60
MT23601912OL	12 MJ RW OL TAPN VLV L/A	2	4899.840	EA	9799.68
RSSTIII2600121	24X12 SS TAPN SLV 25.60-26.00	1	4909.000	EA	4909.00
RSSTIII2180121	20X12 SS TAPN SLV 21.40-21.80	1	4370.210	EA	4370.21

Net Total: \$26320.21

Tax: \$0.00

Freight: \$0.00

Total: \$26320.21

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.

**HOW ARE WE DOING? WE WANT YOUR FEEDBACK!**

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=2873>

FERGUSON WATERWORKS #788
Price Quotation

Fax: 903-526-0003

10:33:01 MAY 09 2025

Reference No: B597345



HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=2873>



May 1, 2025

To Whom It May Concern;

This letter serves as confirmation that Cla-Val Company, located at 8707 Forney Road, in Dallas Texas, is the sole Municipal Waterworks Representative for the state of Texas.

Genuine Cla-Val Replacement parts are specifically designed, engineered, manufactured and tested to meet the exact specifications and tolerances for optimum performance in Cla-Val products and valves. Replacement parts are fully supported and warranted by Cla-Val.

Cla-Val Company has the expertise, knowledge, training and access to the latest product developments and upgrades, along with genuine OEM parts for the Cla-Val Company brand. Cla-Val Company is fully equipped for local technical and service support.

Our Field Service Technicians are highly trained professionals that have a thorough, in-depth knowledge of the workings of each valve and products Cla-Val manufactures. Our factory-trained sales and service personnel are the only individuals authorized to perform repairs, start-up service, or maintenance of Cla-Val products. As an ISO 9001 certified company, we maintain the highest standard for quality assurance. Unauthorized repairs will result in voiding Cla-Val warranty. Cla-Val technicians have an average of over 12 years of experience. Our fleet of service vehicles are fully stocked with spare and factory replacement parts to ensure on-site maintenance and repair services are executed in a timely manner. Cla-Val Field Service is there when you need it, backed by more than 80 years of valve design and manufacturing experience.

Regards,

 Digitally signed by Tracy Staats
DN: cn=Tracy Staats, o=Cla-Val,
ou, email=tstaats@cla-val.com,
c=US
Date: 2016.01.21 11:03:28 -06'00'

Tracy Staats
Central Regional Sales Manager



8707 Forney Road
Dallas, TX 75277
Ph: 210-942-2557
www.cla-val.com

365 Warehouse Drive
Buda, TX 78610
Ph: 210-942-2557
www.cla-val.com

Quotation

Please Reference Quote Number on PO

Quote For

Brandon Doughty
Town of Northlake

Prepared By

Bryan Quintana
Regional Office Administrator
bquintana@cla-val.com
949-722-4814

Reference

Town of Northlake - May 21, 2025

Quote Number

Y25Q14730

Quote Date (mm/dd/yyyy)

05/21/2025

Lead Time (ex factory)

5-7 days

FOB

Costa Mesa, CA

Freight

Full Freight Allowed

Currency

Net 30 days

940-350-9304

LN	Qty	Size	Model	Suffix Opt.	Description	KX Options (if applicable)	Unit Price	Ext. Price	N/L
0001	1	12'	92-01	BPKC	92-01BPKC Combination Pressure Sustaining & Pressure Reducing Valve Ductile Iron Body, Stainless Steel Internal Trim, 150# Flanged, Globe Pattern, Epoxy Coated Standard Bronze Pilots, Copper/Brass Tubing & Fittings, CRD: 30-300 PSI Adjustment Range, CRDL: 20-200 PSI Adjustment Range		\$35,768.00	\$35,768.00	Net

Pricing includes expedite fee for 5-7 Day Lead Time

Grand Total

\$35,768.00

BRANCH DH8
6301 W UNIVERSITY DR
MCKINNEY TX 75071-7817
214-504-1099
214-504-1098 FAX

247398062

Job Site

SHOP
1400 FM 407
NORTHLAKE TX 76247-6228

Office: 940-648-3290 Cell: 940-648-3290

Customer # : 3315812
Quote Date : 04/29/25
Estimated Out : 05/06/25 12:00 PM
Estimated In : 06/03/25 12:00 PM
UR Job Loc : 1400 FM 407, NORTHLA
UR Job # : 10
Customer Job ID :
P.O. # : TBD
Ordered By : BRANDON DOUGHTY
Written By : JAKE TINKER
Salesperson : JAKE TINKER

TOWN OF NORTHLAKE
1400 FM 407 TX 76247
NORTHLAKE TX 76247

**This is not an invoice
Please do not pay from this document**

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	9051135	EXCAVATOR 60000-69999#		1,007.00	2,142.00	8,147.00	8,147.00

Rental Subtotal: 8,147.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	TX UNIT PROPERTY TAX [DRSURT/MCI]	12.123	EACH	12.12
1	DELIVERY CHARGE	382.760	EACH	382.76
1	PICKUP CHARGE	382.760	EACH	382.76

Sales/Misc Subtotal: 777.64

Agreement Subtotal: 8,924.64

Estimated Total: 8,924.64

COMMENTS/NOTES:

CONTACT: BRANDON DOUGHTY
CELL#: 817-524-8692

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



FERGUSON ENTERPRISES, LLC
FERGUSON WATERWORKS #788
2650 SOUTH PIPELINE RD
EULESS, TX 76040-6633
Phone: 817-267-3900
Fax: 817-267-3912

Deliver To:
From: Brett Gay
brett.gay@ferguson.com
Comments:

12:39:31 MAY 15 2025

Page 1 of 1

FERGUSON WATERWORKS #788

Price Quotation

Phone: 817-267-3900

Fax: 817-267-3912

Bid No: B598920
Bid Date: 05/15/25
Quoted By: BJG

Cust Phone: 940-648-3290
Terms: NET 10TH PROX

Customer: TOWN OF NORTHLAKE
1500 COMMONS CIRCLE
SUITE 300
NORTHLAKE, TX 76226

Ship To: TOWN OF NORTHLAKE
1500 COMMONS CIRCLE
SUITE 300
NORTHLAKE, TX 76226

Cust PO#:

Job Name: VAULT

Item	Description	Quantity	Net Price	UM	Total
SP-HPV	PRECAST VAULT	1	19205.300	EA	19205.30

Net Total: \$19205.30
Tax: \$0.00
Freight: \$0.00
Total: \$19205.30

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Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
Govt Buyers: All items are open market unless noted otherwise.

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HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to
complete a survey about your bids:

<https://survey.medallia.com/?bidsorder&fc=788&on=2873>



Quote Number RPLS25-386

Rangeline Pipeline Services QUOTATION FOR PRODUCTS / SERVICES

Quote Number	RPLS25-386	REV-0
Date	May 12, 2025	
Project Name	Northlake TX Tap	
Project Location	Northlake, Texas	
Bid Date		
Company Name	Town of Northlake, Texas	
Attention	Brandon Doughty	
	(817) 524-8692	
	Bdoughty@town.northlake.tx.us	

FOR INFORMATION AND TO PLACE AN ORDER

1. Reference this Quote Number RPLS25-386
2. Review, complete and submit the Rangeline Pipeline Services attachments
3. Contact Kyle Nelson
817-239-8536
kyle@rangeline.com
Rangeline Pipeline Services

9204 US-287
Fort Worth, TX 76177

Take-offs are provided as a courtesy only and we make no representation or warranty regarding their accuracy or completeness. You therefore remain responsible for verifying our calculations prior to manufacture and shipment. Any changes to the listed materials must be negotiated and will be charged based on our Standard Pricing.

An Equal Opportunity Employer

Rangeline Pipeline Services
9204 US-287 Fort Worth, TX 76177
NM License #418752



Quote Number RPLS25-386

Rangeline Pipeline Services will perform the following Wet Taps:

Quantity	Description	Unit Price	Total
1	20" x 12" Install, Test, and Tap (Excluding Materials) on PVC/C900 Water Main	\$1,483.00	\$1,483.00
1	24" x 12" Install, Test, and Tap (Excluding Materials) on PVC/C900 Water Main	\$1,581.00	\$1,581.00

Prices are based on the following below:

- If the project is cancelled after NON-AIS(standard) materials are ordered, there will be a restocking fee.
- Please allow (7 - 14 days) notice for scheduling after receipt of materials to ensure availability. Projects that require shorter lead times may incur additional charges.
- If the type of pipe changes from what we have quoted above, prices and scheduling may vary. Contractor or Municipality is responsible for verifying the type of pipe and it's O.D.
- Price does not include "Sales Tax" on supplied material(s), Rangeline Pipeline Services will collect applicable sales tax based on the city and state tax rates in effect where the work is being performed.
- Rangeline Pipeline Services may require a pre-construction meeting or site visit prior to scheduling any services.
- Normal daytime hours (7:00AM- 7:00 PM) Monday through Friday. Technician(s) will have a \$300.00 per hour after hours charge, portal-to-portal. Additional Expenses will be charged at our cost plus 20%.
- Rangeline Pipeline Services will allow (1) Mobilizations/De-Mobilizations to the jobsite per Wet Tap. Additional trips will be \$250.00 per trip. Mobilization charges are applied when the technician leaves the shop or jobsite to start or after completion of the project.
- If Rangeline Pipeline Services arrives at the jobsite to perform scheduled work that does not get performed, through no fault of Rangeline Pipeline Services Group, an additional trip charge will be charged regardless of the number of Mobilizations allowed for the scheduled work.
- Canceling a scheduled project after the technician(s) have left the shop will result in a Cancellation Fee, please refer to Terms and Conditions. This includes weather related cancellations.
- Stand-by charges will be billed at \$200.00 per hour / per technician during normal daytime hours and \$300.00 per hour / per technician during afterhours.
- Stand-by charges for equipment on the truck from portal-to-portal at \$450.00/per day.
- Pricing includes a standard 15-minute pressure test of all tapping sleeves and line stop fittings. If the pressure test is required to be longer than 15 minutes, additional charges will be billed at \$200.00 per hour. When customer installs material and it does not pass the standard 15-minute pressure test, all Rangeline Pipeline Services labor will be billed at \$200.00/hr.
- Additional charges may be added for ID badges, security check-in or job postponements due to site events.
- Above costs do not include office expense for extensive contract agreements.
- Sub-Contract agreements (when required) must be received by Rangeline Pipeline Services prior to starting work. Rangeline Pipeline Services will not be responsible for meeting any requirements stated in a Sub-Contract agreement after the proposed work has begun.
- Certificates of insurance with contractor as a certificate holder can be provided at no cost. Adding contractor as additional insured cannot be done unless we have a written contract with your company. Coverage required above the limits of our policy is not included.
- If, after the date of this Quote/Purchase Order, any new or increased tariffs, duties, or other imposed costs on materials used in the work become effective, the Contract Price shall be equitably adjusted to reflect the actual, documented increase in cost to the Contractor. The Contractor shall promptly notify the [Owner/Buyer] of any such cost impact and provide reasonable supporting documentation. If the parties are unable to agree upon an adjusted price within [15] days of such notice, the Contractor shall be entitled to adjust the Contract Price accordingly and shall be entitled to an extension of time if such tariffs, duties, or imposed costs result in material

Rangeline Pipeline Services
9204 US-287 Fort Worth, TX 76177
NM License #418752



Quote Number RPLS25-386

shortages or delays. In the event of a prolonged delay or continued inability to agree upon an adjusted price, the Contractor may, upon written notice, suspend performance until the matter is resolved.

- Quotation is valid for 14 days.
- No retainage allowed.



Quote Number RPLS25-386

CUSTOMER IS RESPONSIBLE FOR THE FOLLOWING:

- Excavating, de-watering, shoring, and/or scaffolding of job area, all of which must comply with OSHA standards.
- 12' extension ladder, light pole, and pump for de-watering.
- Scheduling inspectors and obtaining permits as necessary.
- Labor assistance of _1_ man to be supervised by Rangeline Pipeline Services Technician(s).
- Lifting equipment and an air compressor (CFM 185 when required) with personnel to operate.
- Providing a water source for Pressure Testing materials.
- Concrete support for the Tapping Sleeve if required.
- Concrete support for the Valve if required.
- O.D. measurements prior to scheduling.



Rangeline Pipeline Services - Terms and Conditions

1. **Rangeline Pipeline Services** has issued this quotation based upon all information provided by the Customer.
2. All prices quoted are subject to current sales and use taxes. Any increase or enactment of new sales, use, excise or similar taxes shall be passed onto the account of Customer. The price does not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Quotation. Subcontractor shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes, including, without limitation, escalation, delay damages, cost to re-procure, cost to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes.
3. The prices quoted above are based upon the quantities, sizes and operating conditions as listed above. Any changes in quantities, sizes or operating conditions of the system will void this quotation and a new quotation will be issued on the basis of changed information or operating conditions. Any projects that are booked and in progress that require changes in the quantities, sizes and/or operating conditions that differ with this quotation will be subject to pricing changes based upon new data related to the project.
4. In the case of unusual or non-typical pipe variations the Customer will be subject to additional costs.
5. The base price quoted is the minimum charge for the number of days allowed and is not subject to pro-ration for work completed early. Time onsite for calculating the base period and the additional days commences the day the technician or equipment are on the job site and ends when equipment leaves the jobsite or the customer's custody. Any additional days the equipment is on the jobsite will be paid by the customer at the per day charge quoted. For jobsite or travel days that fall on weekends or holidays, the price quoted will be increased accordingly to reflect our weekend or holiday pricing.
6. Rangeline Pipeline Services shall not be held liable for any back charges without prior written consent of Rangeline Pipeline Services. Rangeline Pipeline Services does not guarantee that the placement of the Line Stop head(s) into the pipe system the first time will provide a "Workable" shutdown. In the event it is necessary for Rangeline Pipeline Services to remove the Line Stop head and replace a seal and make any adjustments to the head/equipment such activity shall not be considered a delay of work at the job site. If the Line Stopper cannot be removed an additional Line Stop will be needed and be performed at the customers expense.
7. Rangeline Pipeline Services makes every effort to ensure "OSHA" safe working conditions for its employees. Customer agrees and shall provide Rangeline Pipeline Services employees with OSHA safe working conditions prior to entering the workplace.
8. The work site location must be accessible by a suitable roadway from a public highway. If the jobsite location or site conditions require barricades, traffic control or assistance, the Customer must furnish barricades and assistance.
9. Rangeline Pipeline Services cannot take responsibility for actions other than its own employees. Rangeline Pipeline Services will be liable and will hold Customer harmless from the compensatory but not consequential damages caused solely by defect in Rangeline Pipeline Services's equipment or caused solely by the negligence of Rangeline Pipeline Services employees in the operation of the equipment. All other losses, costs, expenses, liability, or damages arising from or connected with the performance of the work will not be the responsibility of Rangeline Pipeline Services and customer will indemnify and hold Rangeline Pipeline Services harmless there from.
10. Rangeline Pipeline Services makes no warranty on any purchased products. Please refer to manufacturer for details on warranty.
11. Manufacturers of Valve Inserts do not guarantee a 100% shutdown. Rangeline Pipeline Services cannot exceed the Manufacturers' guarantee of valve performance. We install all valve inserts as per manufacturers' specified procedures. NOTE: Valve Inserts are not designed to be pressure tested against. A 30% restocking fee will be assessed for all returned Valves and fittings.
12. In the case of unusual line stopping conditions, Rangeline Pipeline Services may require an owner of the piping system or their representative to be present during the pressure testing of materials and insertion of the Line Stop into their system
13. Rangeline Pipeline Services will provide Tapping, Line Stopping equipment and a technician to operate equipment. Customer is responsible for providing all other equipment, supervision and labor necessary to complete the work including inspection, testing, safety and control equipment, lifting and moving equipment, etc.



14. Customer shall pay for all costs and expenses incurred by Rangeline Pipeline Services because of rescheduling or cancellation by the customer for any reason including but not limited to inclement weather.
15. Customer or Owner is responsible to furnish electric power and lighting as required by us to perform our work.
16. In regards to concrete pipe only, the condition of the interior mortar lining may adversely affect the percentage of the amount recovered during tapping operation. Rangeline Pipeline Services cannot be held responsible for any unforeseen, and or diminished conditions of such pipe.
17. All Tapping Sleeves & Line Stop materials fabricated for PCCP, RCCP & RCP pipes are non-returnable once fabricated. The customer is responsible for the accumulated costs of the materials, freight, and sales tax for all these items once ordered. These materials are custom ordered and "NON-RETURNABLE".
18. The supply of bid and or performance bonds is excluded. Rangeline Pipeline Services supply these bonds only when specifically stated on the quotation.
19. Any invoice unpaid for more than 30 days will be subject to the maximum finance charges allowed by applicable state law. Rangeline Pipeline Services does not allow retainage on any invoices.
20. Clerical errors made in good faith are subject to correction within Rangeline Pipeline Services sole discretion.
21. Notwithstanding these terms and conditions or any amendments thereto or terms and conditions of the customer who may be deemed part of this agreement, Rangeline Pipeline Services shall not be liable for any losses, costs, expenses, liability or damages arising from or connected with the performance of the work not covered by Rangeline Pipeline Services's liability insurance in effect at the time of such loss, etc., and Customer shall hold Rangeline Pipeline Services harmless for any loss, etc., in excess of coverage. Rangeline Pipeline Services will provide Customer a certificate of its liability insurance upon request.
22. In the event it becomes necessary for Rangeline Pipeline Services to retain legal counsel to enforce its rights the Customer agrees that it shall be responsible for payment of all reasonable attorney's fees, expenses and costs incurred by Rangeline Pipeline Services.
23. Rangeline Pipeline Services shall not be held liable for any pipe which splits, breaks, or leaks as a result of material installation, Wet Tapping pipe, Line Stopping pipe or completion of line stop fitting or valve insertion. Rangeline Pipeline Services follows all material manufacturers' installation procedures and operates all equipment to manufacturer's standards and cannot be held responsible for pipe which fails during the Tapping and Line Stopping operation.
24. Rangeline Pipeline Services will not be held liable for misinformation concerning flow rates, flow direction or water forces within the piping system which causes damage to the piping system. Owner, Engineer, and/or contractor is responsible for all proper information and any damage to Rangeline Pipeline Services equipment will be charged to the customer accordingly.
25. Rangeline Pipeline Services will take all means available to capture the pipe coupon. Pipe integrity, flow rates and other unknowns at the time of the Wet/Hot Tapping operation can be contributing factors. Therefore, Rangeline Pipeline Services cannot be responsible for any lost or pieces of the coupons which do not come out after the tap is performed.
26. Rangeline Pipeline Services does not guarantee a 100% leak free Completion Plug installation. The Completion Plug is a temporary seal to remove the isolation valve to install the permanent blind flange and sealing hardware.
27. Rangeline Pipeline Services will not be responsible for reduced flow through temporary by-pass system due to solids or debris clogging by-pass operations.

28. **Prices & Payment**

All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket and our delivery records. Failure to notify us of discrepancies in quantities/schedules prior to manufacturing of items invoiced constitutes irrevocable acceptance of the quantities and delivery schedule for the materials covered by the invoice. If you fail to make payments when due on any order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further

Rangeline Pipeline Services
9204 US-287 Fort Worth, TX 76177
NM License #418752



shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law. Sales or use tax are not included in the prices set forth on the face of the Quotation or Order Acknowledgement. Prices for undelivered goods may be increased by Seller in the event of any increase in the cost to Seller of supplies, labor or services, or any increase in Seller's cost resulting from governmental or administrative action or any other cause beyond Seller's control. Invoices shall be deemed correct unless contested in writing within seven (7) business days of invoice date.

29. **Delivery**

Unless stated otherwise in a quotation by us, shipments are quoted F.O.B. jobsite. Rail shipments are based on minimum car load lots. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) an unloading point accessible over roads acceptable to the carrier; (2) an area where unloading can be accomplished quickly and efficiently with standard unloading methods; (3) blocking and chocking if required for unloaded material; (4) indemnification of us and the carrier regarding liability for personal injury, including death and property damage resulting from unloading done under your direction; (5) flagmen and lights or warning devices if required by local agents, governmental laws, rules or regulations; (6) payment for unloading time in excess of one hour at the rate specified in the published tariff of the carrier making delivery; (7) adequate qualified labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways, or other property.

30. **Warranty and Limitations**

Our products are warranted to be manufactured in accordance with the specifications identified on the face of our Quotation or Order Acknowledgement and to be free of defects in workmanship or materials for a period of one (1) year after date of delivery. Any action for breach of contract arising from this Agreement must be commenced within one (1) year after the cause of action has arisen. Our responsibility under this warranty is limited to the repair or to the furnishing by us, above ground of a replacement of defective or non-conforming products, or to the allowance of a credit for such products, all at our option. WE ACCEPT NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE. ITEMS MANUFACTURED FOR A PARTICULAR PROJECT ARE NOT SUBJECT TO RETURN FOR CREDIT. WE SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, INCLUDING WITHOUT LIMITATION, ANY LIQUIDATED DAMAGES OR PENALTIES OF ANY KIND WHICH YOU MAY INCUR. OUR LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE PURCHASE PRICE FOR THE MATERIALS IN QUESTION. THE WARRANTY PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL EXPRESSED AND IMPLIED WARRANTIES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. OUR SOLE RESPONSIBILITY IS AS STATED AND YOU ACKNOWLEDGE THAT YOU ARE PURCHASING OUR PRODUCTS SOLELY ON THE BASIS OF OUR WARRANTY AS SET FORTH HEREIN.

31. **Damage In Transit**

Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense.

Shipping damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of the freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our



responsibility terminates when the carrier accepts our products for transportation.

32. **Indemnity**

You expressly agree to indemnify, defend, and hold us harmless from and against all loss, expense, including attorney fees and damages arising from bodily injury to any person, including death resulting therefrom (whether to your employees or others) and damage to property caused by any of the Products after delivery to you or to your customer except to the extent caused by our gross negligence or willful misconduct.

33. **Force Majeure**

We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of

God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects our operations, in the event we suspend or discontinue business for any reason, or any other reason beyond our control.

34. **Cancellation Charges**

In the event any order accepted by us in writing is cancelled by you, you shall be liable for and shall pay to us all charges incurred in connection with such order, including but not limited to the cost of all purchased materials, expenses incurred for the engineering, fabrication, production, and assembly of such materials and anticipated profits.

35. **Intellectual Property**

No license, authorization or permission of any kind is hereby transferred or granted to Customer to utilize, reproduce, duplicate, or disseminate any intellectual property or proprietary information belonging to Rangeline Pipeline Services in any form, or under any conditions other than those specifically required to complete the current transaction between Customer and Rangeline Pipeline Services. Customer specifically agrees that Customer will not attempt to duplicate, modify or reverse-engineer any products or components supplied to Customer by Rangeline Pipeline Services. Customer specifically agrees that Customer will not disclose to any third-parties the protocols, procedures or methodologies utilized by Rangeline Pipeline Services in the performance of Rangeline Pipeline Services's work for the Customer.

Customer shall not take any measurements, dimensions, and/or calibrations of Rangeline Pipeline Services equipment at any time or publish any information, drawings or photographs concerning the Equipment except with the written consent of Rangeline Pipeline Services and subject to such reasonable conditions as the Customer may prescribe. Customer shall procure that each of its affiliates, including but not limited to, designated agents, Owner and/or Sub-suppliers shall comply with the obligations hereunder.

36. **Miscellaneous**

Rangeline Pipeline Services
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NM License #418752



Quote Number RPLS25-386

- a. Once we have accepted any order from you, in writing, all changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
- b. Our failure to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of that or any other provision or of any of our rights under this Agreement, nor shall it constitute a waiver by us of any subsequent default by you in the performance of this Agreement.
- c. Our field representative may, from time to time, be present on a job site where products you have purchased from us are being installed and he or she will be glad to work with you and be of assistance to you. The field representative, of course, has no authority to modify this Agreement or bind us however; and since the installation is your responsibility under your supervision or that of your customer or his contractor, we shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
- d. You agree to pay any and all costs, expenses, and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this Agreement, including lien claims and foreclosure of liens filed.
- e. Should any part or provision of this Agreement be declared invalid, unenforceable, illegal, or in conflict with any law, the validity and enforceability of the remaining or provisions shall not be affected.
- f. The prices listed are unit prices for the quantities listed. We reserve the right to change unit prices in the event of quantity changes.
- g. Neither this Agreement nor any of the rights or responsibilities arising hereunder may be assigned by you without our express written consent to the assignment.
- h. The services of a Layout Technician are included in our pricing for the initial submittal and one revision. Charges may be incurred if further revisions are required unless caused by our error.
- i. If we are required to store finished product thirty (30) days beyond a jointly agreed to delivery date, a storage charge of one and one-half (1.5%) percent per month will be assessed on the purchase price of the product stored.

Town of Northlake, Texas Date

Rangeline Pipeline Date
Services Signature

Authorized Signature

Customer acknowledges and accepts all information regarding supplied quotation.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
Section: 5. ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

REF. DOC.: Texas Local Government Code, Chapter 43 - Municipal Annexations; Development Agreement with Falcon Commercial Development, LLC

SUBJECT: Consider approval of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 117 acres of land generally located northwest of Harmonson Road and McPherson Drive in the exclusive extraterritorial jurisdiction (ETJ) of the Town. Case # ANX-25-001

- i. Public Hearing
- ii. Consider Approval

GOALS/OBJECTIVES: Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries, Advance Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction

BACKGROUND INFORMATION:

- Northlake 35 Logistics Park III Phase I, LLC owns 117 acres in Northlake ETJ
 - Northwest corner of Harmonson Road and McPherson Drive
 - Proposed industrial development with four buildings totaling at least 1.4 million square feet
- September 12, 2024: Town Council approved development agreement with Falcon Commercial Development, LLC
 - Constitutes petition for voluntary annexation with service plan
 - Effective within ten (10) days after recordation of Development Agreement (DA)
 - DA recorded on October 17, 2024
 - DA assigned and assumed by Northlake 35 Logistics Park III Phase I, LLC
- May 22, 2025: Town Council called and authorized public hearing to be held at this meeting:
 - All required notice provided

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Approve annexation ordinance



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO. 24-1114A

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING FOR THE ANNEXATION OF A TERRITORY MORE SPECIFICALLY DESCRIBED HEREIN, BUT GENERALLY COMPRISING APPROXIMATELY 117 ACRES OF LAND SITUATED IN THE HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25, AND THE Z. J. HARMONSON SURVEY, ABSTRACT NO. 532, IN THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; EXTENDING THE BOUNDARY OF THE LIMITS OF SAID TOWN OF NORTHLAKE, TEXAS, FOR ALL MUNICIPAL PURPOSES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Texas Local Government Code; and

WHEREAS, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area upon the request of the landowner(s); and

WHEREAS, on October 17, 2024, a development agreement executed between Falcon Commercial Development, LLC, the owner of certain property located within the extraterritorial jurisdiction of the Town, and the Town of Northlake was recorded in the Real Property Records of Denton County; and

WHEREAS, the development agreement constitutes a petition for voluntary annexation into the Town pursuant to Chapter 43, Subchapter C-3, of the Texas Local Government Code; and

WHEREAS, the development agreement constitutes a service plan pursuant to Section 43.0672 of the Texas Local Government Code; and

WHEREAS, development agreement is effective upon acquisition of property by Developer, Falcon Commercial Development, LLC; and

WHEREAS, Northlake Logistics Park III Phase I, LLC, the assign of Falcon Commercial Development, LLC, acquired the property on October 16, 2024, and the development agreement was assigned and assumed by Northlake Logistics Park III Phase I, LLC, pursuant to the agreement; and

WHEREAS, pursuant to the requirements of subchapter C-3 of chapter 43 of the Local Government Code, a public hearing to hear arguments for and against the requested annexation was held before

the Northlake Town Council on June 12, 2025; and

WHEREAS, all of the territory described herein is adjacent to and within one mile of the present, corporate limits of the Town, and within the extraterritorial jurisdiction of the Town; and

WHEREAS, all requirements of the law have been met for this annexation, including compliance with Section 43.0673 of the Texas Local Government Code.

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

- Section 1.** All of the territory described herein is, for all purposes, annexed into the Town, and the Town limits are extended to include such territory, to wit: An approximate 117 acres of land situated in the Holland Anderson Survey, Abstract No. 25, and the Z. J. Harmonson Survey, Abstract No. 532, more particularly described in Exhibit "A" attached hereto and incorporated herein, for all purposes.
- Section 2.** The owners and inhabitants of the annexed territory are entitled to all of the rights and privileges of all other citizens and property owners of the Town and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.
- Section 3.** The official map and boundaries of the Town, previously adopted, is amended to include the newly annexed territory as a part of the Town of Northlake, Texas. The Town Secretary is directed and authorized to perform or cause to be performed all acts necessary to revise the official map of the Town to add the territory annexed as required by law.
- Section 4.** The Town Secretary is directed to file or cause to file the certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and provide a copy of this Ordinance to the Denton County, mapping department and the Denton County Central Appraisal District.
- Section 5.** This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.
- Section 6.** If any section, sentence, phrase, paragraph or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph, or provision of any other ordinance of the town. The town council declares that it would have adopted the valid portion and applications of this ordinance and would have annexed and does hereby annex the valid property without the invalid part, and to this end the provisions of the ordinance are declared to be severable.

Section 7. This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

PROPERTY DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Holland Anderson Survey, Abstract No. 25 and the Z. J. Harmonson Survey, Abstract No. 532, Denton County, Texas, being part of that certain called 310.390 acre tract described in a deed to Texas Industries, Inc. recorded in Volume 1593, Page 289 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 5/8" iron rod found for the Northwest corner of a called 22.5000 acre tract described as Tract 1 in a deed to Eurovia Atlantic Coast LLC recorded in Document No. 2018-143700 (DRDCT);

THENCE South 00 deg. 29 min. 41 sec. West along the East line of said 310.390 acre tract, the West line of said 22.5000 acre tract and the West line of Lot 1, Block A of IAAI Northlake Addition recorded on Document No. 2020-186 of the Plat Records of Denton County, Texas (PRDCT), a distance of 1,427.78 feet to a 1/2" capped iron rod set stamped "GMcivil" hereinafter referred as 1/2" capped iron rod set;

THENCE South 89 deg. 02 min. 17 sec. West departing said East and West lines, a distance of 572.17 feet to a 1/2" capped iron rod set;

THENCE South 00 deg. 57 min. 43 sec. East, a distance of 609.65 feet to a 1/2" capped iron rod set in the North right-of-way line of Harmonson Road per right-of-way dedication recorded in Document No. 2021-187598 (DRDCT);

THENCE South 89 deg. 41 min. 09 sec. West along said North right-of-way line, a distance of 1,023.09 feet to a 5/8" iron rod found for a Point of Curvature of a non-tangent circular curve to the right, having a radius of 920.00 feet, a central angle of 09 deg. 57 min. 29 sec., and being subtended by a chord which bears North 84 deg. 03 min. 29 sec. West - 159.70 feet;

THENCE in a westerly direction along said North right-of-way line and curve to the right, a distance of 159.90 feet to a 1/2" capped iron rod found stamped "HALFF" for the Northwest corner of said right-of-way dedication, being in the East line of a called 251.044 acre tract described in a deed to Excel Inc. recorded in Document No. 2021-160275 (DRDCT) and being in the West line of said 310.390 acre tract;

THENCE North 00 deg. 44 min. 21 sec. West along said East and West lines, a distance of 3,294.53 feet to a 1/2" capped iron rod set, from which a 1/2" iron rod found for the Northwest corner of said 310.390 acre tract and the Northeast corner of said 251.044 acre tract bears North 00 deg. 44 min. 21 sec. West - 1,427.53 feet, said 1/2" capped iron rod set being a point of curvature of a non-tangent curve to the left, having a radius of 840.00 feet, a central angle of 41 deg. 17 min. 13 sec., and being subtended by a chord which bears South 41 deg. 15 min. 03 sec. East - 592.29 feet;

THENCE in a southeasterly direction departing said East and West lines and curve to the left, a distance of 605.30 feet to a 1/2" capped iron rod set;

THENCE South 61 deg. 53 min. 40 sec. East tangent to said curve, a distance of 398.45 feet to a 1/2" capped iron rod set;

THENCE North 83 deg. 20 min. 04 sec. East, a distance of 1,079.46 feet to a 1/2" capped iron rod set;

THENCE South 47 deg. 02 min. 31 sec. East, a distance of 524.66 feet to a 1/2" capped iron rod set in the West line of a called 12.0000 acre tract described as Tract 2 in said deed to Eurovia Atlantic Coast LLC, from which a 1/2" capped iron rod found stamped "PACHECO KOCH" for the Northwest corner of said 12.0000 acre tract bears North 14 deg. 15 min. 01 sec. East – 97.87 feet;

THENCE South 14 deg. 15 min. 01 sec. West along the West line of said 12.0000 acre tract, a distance of 403.58 feet to a 1/2" iron rod found (bent) for the Southwest corner of said 12.0000 acre tract and being in the North line of said 22.5000 acre tract, from which a 1/2" iron rod found for the Southeast corner of said 12.0000 acre tract bears North 89 deg. 38 min. 29 sec. East – 1,136.97 feet;

THENCE South 89 deg. 38 min. 29 sec. West along the North line of said 22.5000 acre tract, a distance of 300.19 feet to the **POINT OF BEGINNING**, containing 4,822,102 square feet or 110.700 acres of land, more or less.

Together with the following:

All that certain lot, tract, or parcel of land, situated in a portion of the Holland Anderson Survey, Abstract No. 25, Denton County, Texas, being part of that certain called 310.390 acre tract described in a deed to Texas Industries, Inc. recorded in Volume 1593, Page 289 of the Deed Records of Denton County, Texas (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a at a 1/2" capped iron rod set stamped "GMCIVIL", hereinafter referred to as 1/2" capped iron rod set, for an ell corner of said 310.390 acre tract and an ell corner of Lot 1, Block A of IAAI Northlake Addition recorded in Document No. 2020-186 of the Plat Records of Denton County, Texas (PRDCT);

THENCE South 89 deg. 04 min. 36 sec. West along a South line of said 310.390 acre tract, a North line of said Lot 1, Block A and the North line of a right-of-way dedication per Document No. 2020-186 (PRDCT), a distance of 213.15 feet to a 6" wood fence corner for an ell corner of said 310.390 acre tract and the Northwest corner of said right-of-way dedication;

THENCE South 00 deg. 34 min. 47 sec. East along the East line of said 310.390 acre tract and the West line of said right-of-way dedication, a distance of 339.08 feet to a 1/2" capped iron rod set in the North right-of-way line of Harmonson Road (60' width right-of-way) per Document No. 2021-187598 (DRDCT);

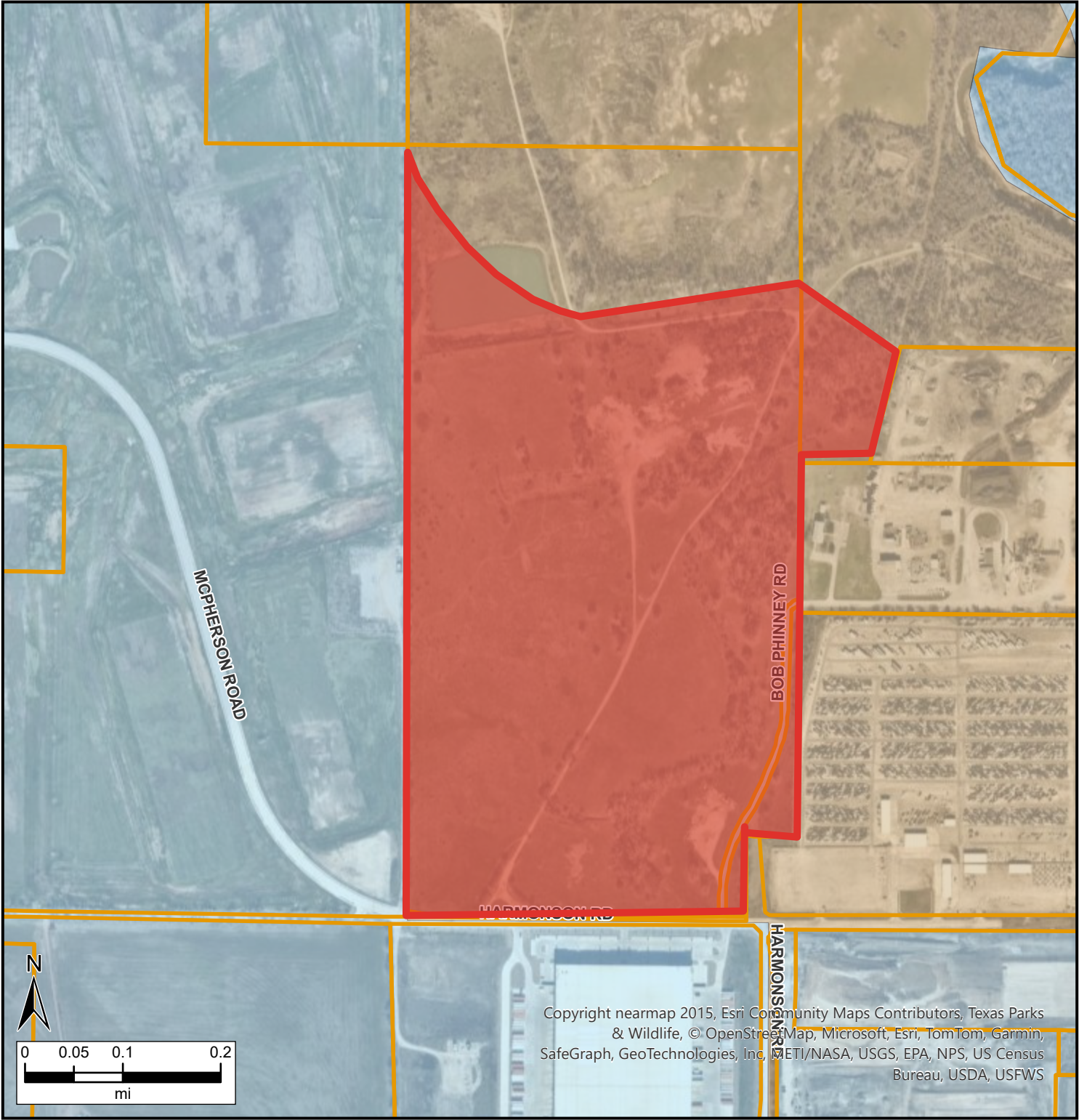
THENCE South 89 deg. 41 min. 09 sec. West departing said East line and West right-of-way line and continue along said North right-of-way line, a distance of 349.80 feet to a 1/2" capped iron rod set, from which a 5/8" iron rod found in said North right-of-way line bears South 89 deg. 41 min. 09 sec. West – 1,023.09 feet;

THENCE North 00 deg. 57 min. 43 sec. West departing said North right-of-way line, a distance of 609.65 feet to a 1/2" capped iron rod set;

THENCE North 89 deg. 02 min. 17 sec. East, a distance of 572.17 feet to a 1/2" capped iron rod set in the East line of said 310.390 acre tract and the West line of said Lot 1, Block A, from which a 5/8" iron rod found for the Northwest corner of a called 22.5000 acre tract described in a deed to Eurovia Atlantic Coast LLC recorded in Document No. 2018-143700 (DRDCT) bears North 00 deg. 29 min. 41 sec. East – 1,427.78 feet;

THENCE South 00 deg. 29 min. 41 sec. West along said East and West lines, a distance of 274.76 feet to the **POINT OF BEGINNING**, containing 274,428 square feet or 6.300 acres of land, more or less.

ANX-25-001



Legend

Existing Roads

Estimated OCI

0.0 - 49.9

50.0 - 74.9

75.0 - 99.4

out of range

Parcels

Northlake Boundary

Town of Northlake Incorporated Area and ETJ

Incorporated Area

Extraterritorial Jurisdiction

Limited Purposes Annexation

Nearmap Reference Layer

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



Date: 5/14/2025

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

REF. DOC.: Sec. 217.042 of Texas Local Gov't. Code; Town Charter; Northlake Code of Ordinances

SUBJECT: Consider approval of an Ordinance of the Town of Northlake, Texas, amending Chapter 8 "Offenses and Additional Provisions" of the Code of Ordinances, Town of Northlake, Texas by amending Article 8.02 "Noise," to provide for objective measures, certain exemptions, and application outside Town limits for a distance of 5,000 feet; providing this Ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty for violation; providing for publication; and providing an effective date

GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries, Plan Intentionally and Responsibly; 3.1 - Identify and plan for changes in codes and zoning that enhance desired development

BACKGROUND INFORMATION:

- Sec. 217.042 of Texas Local Government Code allows home-rule municipality to regulate nuisances within 5,000 feet outside of limits
 - Northlake became home-rule upon adoption of Charter in May 2021
 - Sec. 2.04 (b) of Town Charter generally gives Town Council power to define all nuisances and prohibit them within Town and outside Town limits for distance of 5,000 feet
- November 14, 2014 Town Council meeting
 - Staff presented briefing on noise and outdoor lighting nuisance regulations and necessary ordinance changes to enforce outside Town limits
 - Council requested additional information to bring back for further discussion
- January 9, 2025 Town Council meeting
 - Council direction provided on following items to also incorporate in amended noise regulations:
 - Exemptions:
 - Special events
 - Holidays hours extension for New Years Eve
 - Addition of decibel limit as objective standard
 - More restrictive for residential
 - More restrictive at night (consensus definition between 10pm - 7am)
- Proposed Ordinance drafted to include the above items per Council direction

COUNCIL ACTION/DIRECTION:

Consider ordinance updating noise regulations and making them enforceable within 5,000 feet outside of limits



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

CONSIDER APPROVAL OF AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING CHAPTER 8 "OFFENSES AND ADDITIONAL PROVISIONS" OF THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS BY AMENDING ARTICLE 8.02 "NOISE," TO PROVIDE FOR OBJECTIVE MEASURES, CERTAIN EXEMPTIONS, AND APPLICATION OUTSIDE TOWN LIMITS FOR A DISTANCE OF 5,000 FEET; PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town previously adopted regulations prohibiting loud, unnecessary or unusual noises and other specific noises in Chapter 8, "Offenses and Additional Provisions," Article 8.02, "Noise," of the Code of Ordinances; and

WHEREAS, Sec. 217.042 of Texas Local Government Code allows home-rule municipalities to regulate nuisances inside the limits of the Town and within 5,000 feet outside of the Town limits; and

WHEREAS, the Town Charter generally gives Town Council power to define all nuisances and prohibit them within the Town and outside Town limits for a distance of 5,000 feet; and

WHEREAS, the Town Council has reviewed the noise regulations and hereby finds and determines that additional regulations to provide for objective measures, certain exemptions, and application outside Town limits for a distance of 5,000 feet as outlined herein are in the best interest of the health, safety, and general welfare of the residents of the Town and the public.

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

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

Section 2. Chapter 8, "Offenses and Additional Provisions," Article 8.02, "Noise," Section

8.02.001, "Loud, unnecessary or unusual noise prohibited," is hereby amended to read as follows:

"It shall be unlawful for any person to make, continue, or cause to be made or continued any loud, unnecessary or unusual noise or any noise which either annoys, disturbs, injures or endangers the comfort, repose, health, peace or safety of others, within the limits of the town and outside Town limits for a distance of 5,000 feet."

Section 3.

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

"(11) Decibel Levels. Based on property use and during the times set out below, activities that create a sound pressure level on the complainant's bounding residential unit or real property line that exceeds the maximum allowable sound level in decibels, as measured on a sound level meter using the A-weighted network (dBA), are declared to be public nuisances.

Property Use	Day (7am-10pm)	Night (10pm-7am)
Residential	Maximum 70 dBA	Maximum 60 dBA
Nonresidential	Maximum 80 dBA	Maximum 70 dBA

The following shall be exempt from the requirements of this subsection:

(A) Noise generated from 10:00 pm on New Year's Eve to 12:30 am on New Year's Day may exceed the night maximum dBA based on property use but shall not exceed the day maximum dBA.

(B) Noise generated by an event operating under an approved Special Event Permit."

Section 4.

This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Northlake, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

Section 5.

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

any such unconstitutional section, paragraph, sentence, clause or phrase.

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 Code of Ordinances, Town of Northlake, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 7. Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Northlake shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1.01.009 of the Code of Ordinances, Town of Northlake, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

Section 8. The Town Secretary of the Town of Northlake is hereby directed to publish the caption and penalty for violating the ordinance in the official newspaper of the Town of Northlake as required by Section 4.11(c) of the Charter of the Town of Northlake.

Section 9. This Ordinance shall be in full force and effect from and after the date of its passage and publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
REF. DOC.: Section 3000.002 of Texas Government Code
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, stating the intent to become certified as a Dark Sky Community by the International Dark Sky Association as part of the International Dark Sky Places Program; and providing an effective date
GOALS/ OBJECTIVES: Plan Intentionally and Responsibly; 3.1 - Identify and plan for changes in codes and zoning that enhance desired development

BACKGROUND INFORMATION:

- Section 3000.002 of Texas Government Code:
 - Limits ability of Town to regulate building materials
 - Also includes provision related to outdoor lighting regulations for purpose of reducing light pollution:
 - Must be certified as Dark Sky Community; or
 - Adopt Resolution stating intent to become certified
- Proposed Resolution states entite for Town to become certified as Dark Sky Community:
 - Allows for continued enforcement of existing outdoor lighting regulations
 - Any new outdoor lighting regulations must not be more restrictive than required to become certified as Dark Sky Community
- Next Steps:
 - Continue enforcement of existing outdoor lighting regulations
 - Current regulations are dark sky friendly but likely not enough for certification
 - Review and revise regulations as necessary to become certified as Dark Sky Community
 - Apply for certification as Dark Sky Community

COUNCIL ACTION/DIRECTION:

Consider approval of resolution stating intent to become certified as Dark Sky Community



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, STATING THE INTENT TO BECOME CERTIFIED AS A DARK SKY COMMUNITY BY THE INTERNATIONAL DARK SKY ASSOCIATION AS PART OF THE INTERNATIONAL DARK SKY PLACES PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Section 3000.002 of the Texas Government Code prohibits cities from regulating building materials, architectural processes, and outdoor lighting in a manner that is more stringent than national building codes with only a few exceptions; and

WHEREAS, Section 3000.002 provides an exception that allows cities to regulate outdoor lighting that is adopted for the purpose of reducing light pollution if the city becomes certified as a Dark Sky Community by the International Dark Sky Association as part of the International Dark Sky Places Program; and

WHEREAS, the Town of Northlake adopted Outdoor Lighting Regulations in Section 8.5 of the Unified Development Code to assure public safety, promote efficient and more cost-effective lighting, enhance the ability to view the night sky and promote a positive Town image reflecting order, harmony and pride; and

WHEREAS, the Town Council of the Town of Northlake will consider adoption of an ordinance to regulate outdoor lighting as a nuisance to reduce light pollution; and

WHEREAS, the Town of Northlake intends to become certified as a Dark Sky Community by the International Dark Sky Association as part of the International Dark Sky Places Program and the Town's outdoor lighting regulations do not regulate outdoor lighting in a manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community.

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

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

Section 2. The Town Council hereby declares its intent for the Town of Northlake to be certified as a Dark Sky Community by the International Dark Sky Association as part of the

International Dark Sky Places Program.

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE:	June 12, 2025
REF. DOC.:	Sec. 217.042 of Texas Local Gov't. Code; Town Charter; Northlake Code of Ordinances
SUBJECT:	Consider approval of an Ordinance of the Town of Northlake, Texas, amending Chapter 8 "Offenses and Additional Provisions," Article 8.01, "General Provisions," of the Code of Ordinances, Town of Northlake, Texas by creating a new Section 8.01.003 "Outdoor Lighting," to provide for the regulation of certain outdoor lighting as a nuisance, providing this Ordinance shall be cumulative; providing a severability clause; providing a savings clause; providing a penalty for violation; providing for publication; and providing an effective date
GOALS/ OBJECTIVES:	Plan Intentionally and Responsibly; 3.1 - Identify and plan for changes in codes and zoning that enhance desired development, Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries

BACKGROUND INFORMATION:

- Sec. 217.042 of Texas Local Government Code allows home-rule municipality to regulate nuisances within 5,000 feet outside of limits
 - Northlake became home-rule upon adoption of Charter in May 2021
 - Sec. 2.04 (b) of Town Charter generally gives Town Council power to define all nuisances and prohibit them within Town and outside Town limits for distance of 5,000 feet
- November 14, 2014 Town Council meeting
 - Staff presented briefing on noise and outdoor lighting nuisance regulations and necessary ordinance changes to enforce outside Town limits
 - Council requested additional information to bring back for further discussion
- January 9, 2025 Town Council meeting
 - Council direction provided on following items:
 - Move forward with current outdoor lighting limits
 - 0.25 footcandles at residential property line
 - 2.25 footcandles at nonresidential property line
 - Approve resolution stating intent to become certified as Dark Sky Community so that regulations can be enforced
 - Provide that violation of certain outdoor lighting regulations is nuisance and enforceable within 5,000 feet outside of limits
- Proposed Ordinance drafted to include the above items per Council direction

COUNCIL ACTION/DIRECTION:

Approve ordinance making violation of outdoor lighting regulations a nuisance and enforceable within 5,000 feet outside of limits as presented



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING CHAPTER 8 "OFFENSES AND ADDITIONAL PROVISIONS," ARTICLE 8.01, "GENERAL PROVISIONS," OF THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS BY CREATING A NEW SECTION 8.01.003 "OUTDOOR LIGHTING," TO PROVIDE FOR THE REGULATION OF CERTAIN OUTDOOR LIGHTING AS A NUISANCE, PROVIDING THIS ORDINANCE SHALL BE CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake (the "Town") is a home rule municipality acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

WHEREAS, the Town previously adopted Outdoor Lighting Regulations in Section 8.5 of the Unified Development Code to assure public safety, promote efficient and more cost-effective lighting, enhance the ability to view the night sky and promote a positive Town image reflecting order, harmony and pride; and

WHEREAS, the Town Council has stated the intent for the Town to become certified as a Dark Sky Community by the International Dark Sky Association by adopting Resolution No. _____ on June 12, 2025, and for any related outdoor lighting regulations to not be in a manner that is more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community; and

WHEREAS, the Town Council desires to reduce light pollution impacting the Town; and

WHEREAS, lighting from areas outside the Town limits may contribute to light pollution within the Town; and

WHEREAS, Sec. 217.042 of Texas Local Government Code allows home-rule municipalities to define, prohibit, and regulate nuisances within the limits of the Town and within 5,000 feet outside of the limits of the Town; and

WHEREAS, The Town Charter generally gives Town Council power to define all nuisances and prohibit them within the Town and outside Town limits for a distance of 5,000 feet; and

WHEREAS, the Town Council finds and determines that the adoption and enforcement of the

regulations outlined herein are in the best interest of the health, safety, and general welfare of the citizens of the Town and the public.

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

Section 1. All the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified, and incorporated into the body of this Ordinance as if copied in their entirety, and the Town Council further finds and determines that the intent of this Ordinance and the regulations adopted hereby are not more restrictive than the prohibitions or limitations required to become certified as a Dark Sky Community.

Section 2. The Town of Northlake Code of Ordinances Chapter 8, "Offenses and Additional Provisions," Article 8.01, "General Provisions," is hereby amended to add Section 8.01.003, "Outdoor Lighting," to read as follows:

"Section 8.01.003 Outdoor Lighting.

1. No use or operation of outdoor lights within the limits of the Town and outside the Town limits for a distance of 5,000 feet shall be located or conducted so as to produce glare, or either direct or indirect illumination across the bounding property line from a source of illumination into a property located within the Town limits, nor shall any such light be of such intensity as to create a nuisance or to intentionally or knowingly disturb or detract from the use and enjoyment of adjacent property. For the purposes of this section, a nuisance shall be defined as:
 - a. More than twenty-five hundredths (0.25) of one footcandle of light measured at a residential property line.
 - b. More than two and twenty-five hundredths (2.25) footcandles of light at any adjoining nonresidential property line."

Section 3. This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances, Town of Northlake, Texas, as amended, except when the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such code, in which event the conflicting provisions of such ordinances and such code are hereby repealed.

Section 4. It is hereby declared to be the intention of the Town Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable, and if any section, paragraph, sentence, clause, or phrase of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining sections, paragraphs, sentences, clauses, and phrases of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of

any such unconstitutional section, paragraph, sentence, clause or phrase.

Section 5. All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Northlake, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. Any person, firm, or corporation who violates any provision of this Ordinance as adopted by the Town Council of the Town of Northlake shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine as provided in Section 1.01.009 of the Code of Ordinances, Town of Northlake, Texas. Each day any such violation or violations exist shall constitute a separate offense and shall be punishable as such.

Section 7. The Town Secretary of the Town of Northlake is hereby directed to publish the caption and penalty for violating the ordinance in the official newspaper of the Town of Northlake as required by Section 4.11(c) of the Charter of the Town of Northlake.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 12, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025
Section: 6. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

Section: 7. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 12, 2025

Section: 8. ADJOURN
