

1. Town Council Agenda

Documents:

[TOWN COUNCIL AGENDA \(AMENDED\) 5-28-20.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 5-28-20.PDF](#)



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
JIMMY LAMBERT, COUNCIL PLACE 2

BRIAN MONTINI, MAYOR PRO TEM, COUNCIL PLACE 3
ROGER SESSIONS, COUNCIL PLACE 4
DANNY SIMPSON, COUNCIL PLACE 5

**TOWN COUNCIL
REGULAR MEETING AGENDA (AMENDED MAY 22, 2020)
THURSDAY, MAY 28, 2020 AT 6:30 PM**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, May 28, 2020 at 6:30 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

1. Regular Session
Call to Order
Invocation
Pledge of Allegiance

2. Briefing Items
 - A. Hawthorne Estates Development Agreement for residential development at 7400 Block of Faught Road in Northlake Extraterritorial Jurisdiction
 - B. Northlake Economic Development and Community Development Corporations Board Members and Terms
 - C. Public Input Form presented by Shirley Rogers, Town Secretary
 - D. Request for Proposals (RFP) for Purchase Card Services presented by John Zagurski, Finance Director
 - E. Budget Outlook for Fiscal Year 2020-2021 - Water Rate Study presented by NewGen Strategies

3. Regular Meeting

4. 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.

5. Regular Items
 - F. Consider for approval an Interlocal Cooperative Purchasing Agreement between the Town of Northlake and Denton County, Texas
 - G. Consider for approval a resolution declaring certain personal property owned by the Town to be surplus property and authorizing the Town Administrator to dispose of such property (Resolution No. 20-12)
 - H. Consider for approval the acceptance of a Permanent Water Line and Temporary Construction Easement Acquisition from Intercapital Creekside, LLC (Creekside Apartments) in the amount of \$10,000 for Water Infrastructure Improvements, Series 2018 Certificate of Obligation (Resolution No. 20-13)

- I. Consider for approval the Town Council Meeting Minutes of 5-14-20
- J. Consider modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

6. Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (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:

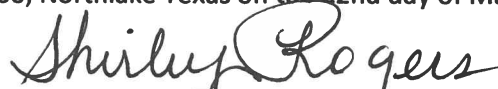
- (i) Legal advice on any matter related to any posted agenda item;
- (ii) Legal advice related to Hawthorne Estates development options;
- (iii) Legal advice related to the development and annexation of the Foster Tract, on approximately 124-acre tract of land located in the northwest corner of Victory Circle and Harmonson Road in the extraterritorial jurisdiction of the Town;
- (iv) Legal advice related to the development and annexation of the Buchanan Tract, a 230-acre tract of land generally located in the northeast corner of Victory Circle and Harmonson Road and extending east to IH35W in the extraterritorial jurisdiction of the Town;
- (v) Pending or contemplated litigation;
- (vi) Town of Northlake vs. City of Justin, District Court Cause No. 15-08170-367;
- (vii) City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084
- (viii) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
- (ix) Potential litigation related to Eagleton and Applewood road failures;
- (x) Potential litigation related to Dale Earnhardt Way road failures.

7. Open Session

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake Texas on the 22nd day of May 2020 by 12:00 pm.


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071(Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations)



DAVID A. RETTIG, MAYOR
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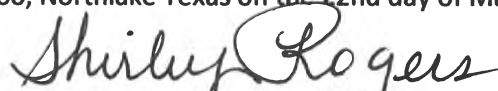
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Work Session
Agenda Item 1



Briefing Items

Agenda Item 2

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: UNIFIED DEVELOPMENT CODE

SUBJECT: DRAFT DEVELOPMENT AGREEMENT FOR HAWTHORNE ESTATES



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)
- Control our Own Destiny; Strategically manage ETJ annexations (Council Goal)

BACKGROUND INFORMATION:

A concept plan for a proposed development previously known as Ridgeview Estates was first presented to Town Council on November 14th. Council considered potential development options for Ridgeview Estates during a briefing on December 12th. A concept plan was provided by the developer based upon the feedback received during Town Council meeting on January 23rd.

Council comments and suggestions regarding lot size, drainage and gas line easements, road alignment with stub-outs north and south, and potential voluntary annexation into Town with certain development concessions or other incentives have been incorporated into a draft development agreement.

DEVELOPMENT OVERVIEW:

- **Site:** 34.032 acres at 7345 Faught Road between Creek Meadows and Prairie View Farms
- **Development:** Hawthorne Estates
- **Developer:** Sandstrom Development TX, LTD
- **Current Use:** Large undeveloped tract with a single-family home and ancillary structures in ETJ
- **Proposed Use:** 31-lot single-family residential planned development based on RE Zoning

KEY DEAL POINTS:

- Minimum lot size – 0.90 acres
- Average lot size – 0.93 acres
- Follow Northlake Engineering Design Manual requirements including drainage
- Provision of street stub-outs to north and south
- Voluntary annexation by developer
- Reimbursement of \$100,000 of water impact fees to developer

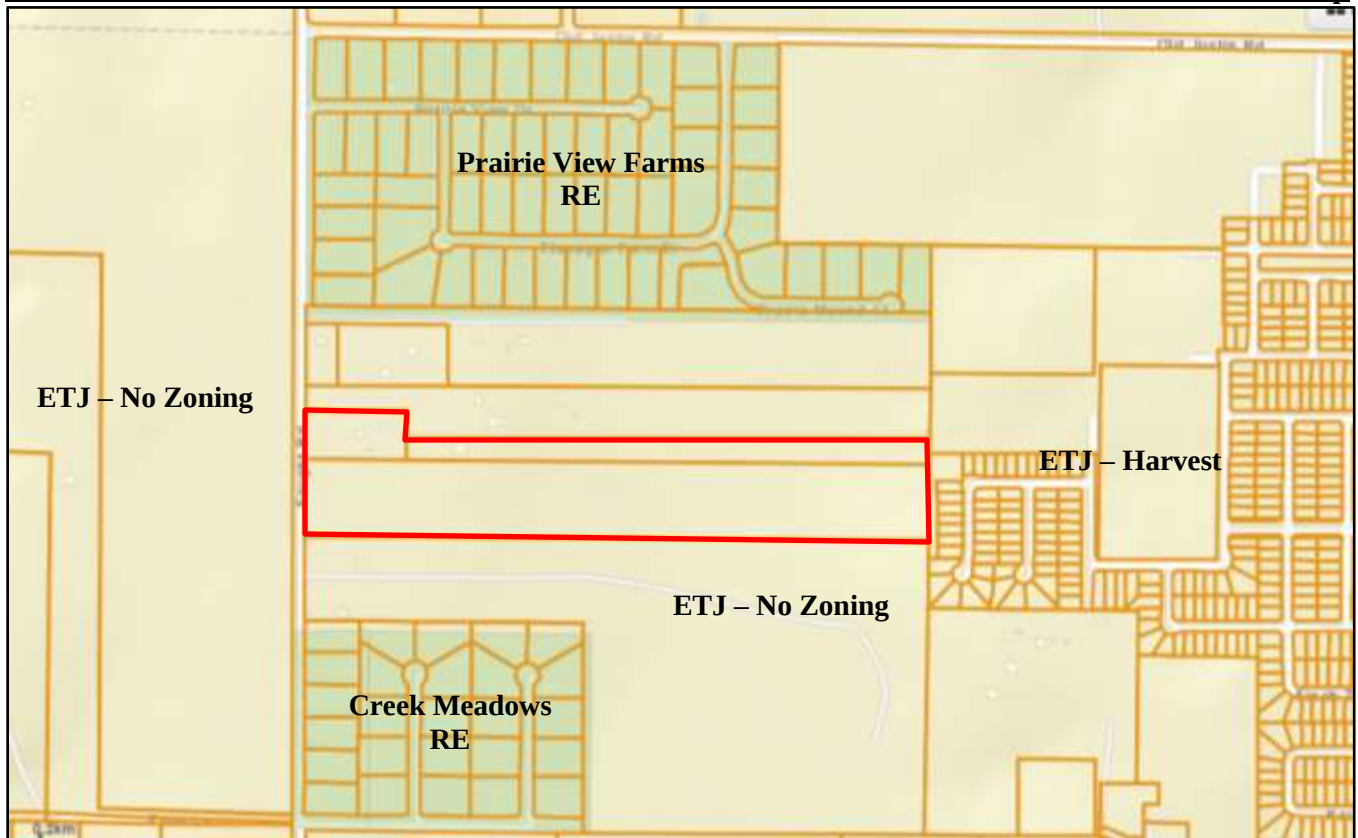
NEXT STEPS:

- Council direction and feedback on draft development agreement

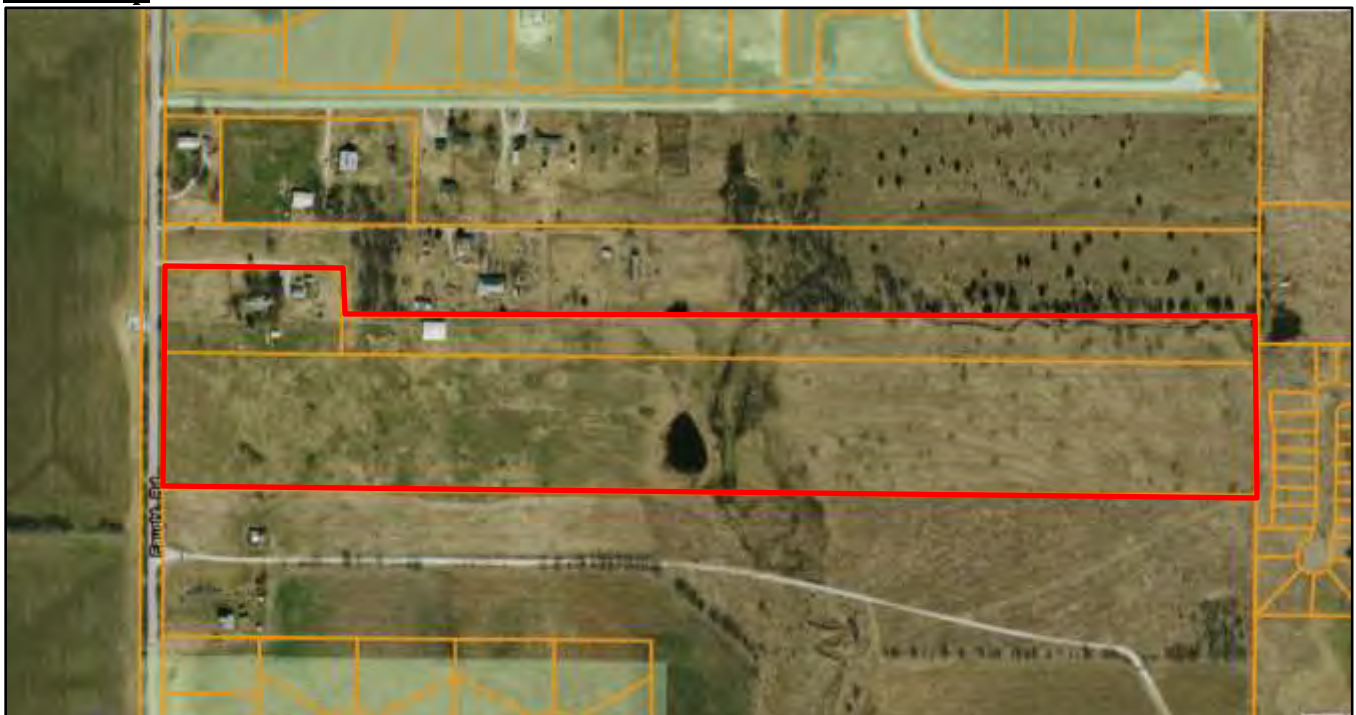
MAPS:

Location

Map



Aerial Map



DEVELOPMENT AGREEMENT

This Development Agreement (this “Agreement”) is executed between Sandstrom Development Tx, LTD, a Texas limited partnership (“Owner”), and the Town of Northlake, Texas, a general law municipality (the “Town”) (Owner and Town being referred to, individually, as a “Party” and, collectively, as the “Parties”) to be effective when signed by both parties (the “Effective Date”).

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 34.032 acres of land in the Patrick Rock Survey, Abstract Number 1063, Denton County, Texas (the “County”) described by metes and bounds on Exhibit A (the “Property”) and shown on Exhibit B; and

WHEREAS, Owner intends to develop single-family residential lots with a minimum gross lot size of 0.90 acres with retail water service provided by the Town in accordance with certificate of convenience and necessity number 12915 and private on-site septic systems; and

WHEREAS, Owner intends to develop the Property within the Town and requests that the Town annex the Property in accordance with this Agreement; and

WHEREAS, existing roads provide adequate access to the Property and no improvements to Faught Road are required in order to develop the Property; and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town’s Comprehensive Plan; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the Town and the County effective November 12, 2002 (the “Interlocal Agreement”) and Section 242.001(a)(3) of the Texas Local Government Code, the Town has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, et seq. of the Texas Local Government Code; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II DEVELOPMENT REGULATIONS

2.1 Governing Regulations. The Property shall be developed as a single-family residential development on lots with a minimum gross area of 0.90 acres. Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the Governing Regulations):

(a) The Town's Unified Development Code in effect as of the Effective Date (the "UDC"), subject to Section 2.1(d);

(b) the building, plumbing, electrical, mechanical, and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing, or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) The Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual"), except that Section 2.08, "Cul-de-Sacs," is modified as follows:

The maximum length of any cul-de-sac shall be 3,300 linear feet, measured from curb line of the intersecting street to the radius point of turn around, provided, no more than 33 lots shall be accessed off a dead end street ending in the cul-de-sac.

(d) Development standards applicable to Rural Estates (RE) zoning district set out in the UDC as of the Effective Date, with the additional permitted uses of model home and sales office and a minimum gross lot size of 0.90 acres (the "Development Standards");

(e) Preliminary plat attached as **Exhibit B** (the "Preliminary Plat"); and

(f) Final plat for the Property approved by the Town in accordance with this Agreement (each, an "Approved Plat").

2.2 Zoning. The Parties agree that the Property shall be developed, before and after annexation by the Town, in accordance with the Development Standards. Concurrently with submitting an annexation petition to the Town pursuant to Article VI, Owner will submit an application to the Town to zone the Property to PD Planned Development/Rural Estates for single-family residences developed in accordance with RE Rural Estates standards in the UDC as of the Effective Date, except for a gross minimum lot size of 0.90 acre. The Town will process the zoning application concurrently with the annexation request. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, this Agreement will prevail and Owner shall be entitled to develop the Property in accordance with the Governing Regulations.

2.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator, or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation the following: (i) an increase in the height of any structure by five percent (5%) or less; (ii) a setback reduction of ten percent (10%) or less; or (iii) an increase in lot coverage of five percent (5%) or less.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Owner demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

2.4 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement. In the event of any conflict between any provision of the Agreement and the Governing Regulations, the Agreement shall prevail.

ARTICLE III DEVELOPMENT PROCESS

3.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the Town pursuant to Section 242.001 (d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the Town shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for public infrastructure for the Property in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

3.2 Plats Required. Subdivision of the Property shall require approval of preliminary and final plats by the Town in accordance with the Governing Regulations and this Agreement.

3.3 Design and Construction of Public Infrastructure.

(a) Owner will construct or cause to be constructed paving, drainage and water infrastructure to serve the Property (the “Public Infrastructure”) in compliance with the Governing Regulations.

(b) Owner shall submit to the Town plans and specifications for the Public Infrastructure prior to commencing construction, advertising for bids or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no

construction shall commence until the related plans and specifications have been approved in writing by the Town provided, however, if the Town fails to approve or disapprove plans and specifications within forty-five (45) days after receipt, those plans and specifications shall be deemed to be approved.

(c) In the event the Town disapproves of such plans and specifications, the disapproval notice shall contain a detailed explanation of the reason(s) for disapproval, which shall be limited to the failure of such plans and specifications to comply with the Governing Regulations. If the plans or specifications do not comply with the Governing Regulations, the Owner shall revise the plans and specifications appropriately and resubmit to the Town for review. The same review process shall apply to any resubmittal of plans and specifications; provided, however, that if the Town fails to approve or disapprove the resubmitted plans and specifications within thirty (30) days after receipt, such plans and specifications shall be deemed to be approved.

3.4 Inspection of Public Infrastructure. At the Town's option, Public Infrastructure shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

3.5 Building Permits: Inspection of Structures.

(a) Owner shall not construct, or allow to be constructed, on the portion of the Property owned by such Owner a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards (a "Building Permit").

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Owner in writing of all deficiencies within ten (10) days after receipt of the plans and specifications. At the Town's option, Building Permits may be issued by a Town employee or a third party contractor retained by the Town.

3.6 Homeowners Association.

(a) Owner shall create a mandatory homeowners association ("HOA") with covenants and restrictions running with the Property, including design guidelines. All building plans must be approved by the Architectural Control Committee designated by the HOA.

(b) The HOA will be required to maintain all perimeter fencing, landscaping, private parks, green space and drainage easements.

3.7 Impact Fees. The Town shall assess water impact fees against the Property in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 9.03 of the Town's Code of Ordinances ("Article 9.03") (the "Water Impact Fees"), subject to Owner's right to credits

pursuant to Section 4.5. The Town shall not assess or collect wastewater impact fees under Article 9.03 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property.

ARTICLE IV PUBLIC INFRASTRUCTURE; RETAIL UTILITY SERVICE

4.1 Retail Water Service; Construction of Water Infrastructure. Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Owner shall construct on-site water infrastructure to serve the Property in accordance with construction plans approved by the Town.

4.2 Retail Sewer Service. Sewer service to the Property shall be provided by individual on-site septic systems on each platted lot.

4.3 Roadways.

(a) Owner shall construct internal roads within the boundaries of the Property as rural roads with pavement width of 24 feet in 60 foot right-of-way, in accordance with the standards for L2U-R Local Residential Roads (rural standards) set out in Part II of the Engineering Design Manual.

(b) A traffic impact analysis shall not be required for development of the Property in accordance with this Agreement.

(c) Owner may elect to gate the entries to the Property. In such event, Owner agrees the internal roads within the Property will be private roads maintained by the HOA.

(d) Owner shall not be required to make improvements or dedicate right-of-way for Faught Road.

4.4 Drainage. Drainage within the Property shall drain in accordance with rural drainage standards set out in Part III of the Engineering Design Manual.

4.5 Credits Against Water Impact Fees and Tap Fees. Owner is entitled to credits of One Hundred Thousand Dollars (\$100,000) against Water Impact Fees and water tap fees that the Town would otherwise charge for the Property. Such credits will be awarded on a "first come, first served" basis until such credits total \$100,000. Thereafter, the Town shall collect Water Impact Fees in accordance with Section 3.7 and water tap fees in accordance with generally applicable City standards.

ARTICLE V TERM OF AGREEMENT

5.1 Term. The term of the Agreement will be twenty (20) years commencing on the Effective

Date (the “Term”).

5.2 Termination of Agreement. This Agreement may be terminated at any time by mutual written consent of the Town and all Owners.

ARTICLE VI ANNEXATION OF THE PROPERTY

6.1 Annexation Process. Owner shall submit a petition for voluntary annexation of the Property within ten (10) days after the City approves the construction plans for the Public Infrastructure and the final plat for the Property. Owner shall cooperate with the Town to annex the Property in accordance with this Agreement.

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS, AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of “Tract X” by “Developer A” based on the grounds that Developer A is in default with respect to any other tract or based on the grounds that any other developer is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or developers; or
- (c) adversely affect or impair the current or future obligations of the Town to provide

water service to any portion of the Property within its water CCN; or

- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Successor Owners. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of Owner under this Agreement, to any person or entity (an “Assignee”) that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Owner. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, title, or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Provided that the successor owner assumes the liabilities, responsibilities, and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions, and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the assignment. Owner shall maintain true and correct copies of all assignments made by Owner to Assignees, including a copy of each executed assignment and the Assignee’s Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans, as of the Effective Date.

8.2 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title, or interest of the Town under this Agreement, without the prior written approval of Owner.

8.3 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the Town, and in no event provided later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest, or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender’s interest, including Notice (hereinafter defined) information for the lender,

then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement; and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance, or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Encumbrance by Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in, or otherwise encumber any of its rights, title, or interest under this Agreement without Owner's prior written consent.

ARTICLE IX RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties, and all successor Owners of all or any part of the Property, provided, however, this Agreement shall not be binding upon, and shall not constitute any encumbrance to title as to, any End-Buyer except for the land use and development regulations that apply to specific lots. An End-Buyer shall not be considered an Owner. For purposes of this Agreement, the Parties agree: (a) the term "End-Buyer" means any tenant, user, occupant, or owner that is intended to be a final user, of a fully developed and improved lot; (b) the term "fully developed and improved lot" means any lot, regardless of proposed use, for which a final plat has been approved by the Town and recorded in the County's real property records; and (c) the term "land use and development regulations that apply to specific lots" means all of the Governing Regulations except the Public Infrastructure and Retail Utility Service provisions of Article IV.

9.2 Releases. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, shall execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Regulations.

9.3 Estoppel Certificates. From time to time upon written request of Owner, the Mayor, the Town Administrator, or a designee of their choice, shall execute a written estoppel certificate,

subject to approval as to form by the Town Attorney, identifying any obligations of Owner under this Agreement that are in default or, with the giving of notice or passage of time, would be in default; and stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE X ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a “Notice”) shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by FAX; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this section shall be addressed as follows:

To the Town:	Town of Northlake Attn: Mayor 1400 FM 1407 Northlake, Texas 76247
--------------	--

To the Owner: Sandstrom Development Tx, LTD
5751 Kroger Dr. #293
Keller, TX 76244

10.3 Reservation of Rights. UPON THE EFFECTIVE DATE, THIS AGREEMENT SHALL CONSTITUTE A “PERMIT” WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE ANY RIGHTS UNDER CHAPTER 245, LOCAL GOVERNMENT CODE. OWNER WAIVES ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER SET OUT IN THIS AGREEMENT CONSTITUTES A “TAKING”, AN ILLEGAL EXACTION, OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER.

10.4 Rough Proportionality. As additional consideration for the reimbursements received by the Owner under this Agreement, the Owner agrees that all dedications, construction costs and other payments made by Owner related to the Public Infrastructure are roughly proportional to the need for such Public Infrastructure created by the development of the Property and the Owner hereby waives any claim therefore that it may have. Owner further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met, and that any costs incurred relative to the dedication, construction costs and other payments for the Public Infrastructure are related both in nature and extent to the impact of the Owner’s development of the Property. The Owner waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Public Infrastructure and the projected impact of the Owner’s development of the Property.

10.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Owner represents and warrants that this Agreement has been approved by appropriate action of Owner, and that the individuals executing this Agreement on behalf of Owner have been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212. 171, et. seq., of the Texas Local Government Code.

10.6 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 2.3, this Agreement shall not be modified or amended except in writing signed by the Town, Sandstrom Development Tx, Ltd. and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas, and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof, and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third-Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. An End- Buyer shall be considered a third-party beneficiary of this Agreement, but only for the limited purposes for which an End-Buyer is bound by this Agreement. No other person or entity shall have any right, title, or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement, and time shall be of the essence in such performance; however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term “force majeure” shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60)

days following the provision of the Notice described by this section, unless otherwise separately agreed by the affected Party.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

10.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Preliminary Plat

SIGNATURES APPEAR ON NEXT PAGE.

TOWN OF NORTHLAKE

By: _____
David Rettig, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, City Attorney

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the _____ day of _____, 2020, by David Rettig, Mayor of the Town of Northlake, on behalf of said town.

Notary Public, State of Texas

OWNER:

Sandstrom Development Tx, Ltd.,
A Texas limited partnership

By: Sandstrom Development Services LLC,
General Partner

By: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of _____, 2020, by _____, the _____ of Sandstrom Development Services LLC, General Partner of Sandstrom Development Tx, Ltd., a Texas limited partnership, on behalf of such limited partnership.

Notary Public, State of Texas

EXHIBIT A

All that certain lot, tract or parcel of land lying and being situated in Denton County, Texas and being a part of the Patrick Rock Survey, Abstract number 1063 and also being all of that called 2.764 acre tract One and all of that called 6.746 acre tract Two described in deed to Christina Dailey Holstrom, and Kevin C. Dailey, recorded in Instrument Number 2011-61332, Real Property Records, Denton County, Texas and also being all of that called 24.577 acre tract of land described in deed Christina Dailey Holstrom, and Kevin C. Dailey, recorded in Instrument Number 2011-61331, Real Property Records, Denton County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a P.K. Nail set in the approximate centerline of Faught Road, at the Northwest corner of said 2.764 acre tract, same being the Westerly most Southwest corner of a tract of land described in deed to Walter R. Scholl, and Gladys Scholl, recorded in Volume 905, Page 908, Deed Records, Denton County, Texas:

THENCE North 89 degrees 36 minutes 34 seconds East, along the common line of said 2.764 acre tract and said Scholl tract, a distance of 469.51 feet to a 1/2 inch iron rod found;

THENCE South 00 degrees 25 minutes 19 seconds East, along said common line, a distance of 144.92 feet to a 1/2 inch iron rod found at the Northwest corner of said 6.746 acre tract;

THENCE North 89 degrees 27 minutes 43 seconds East, along the common line of said Scholl tract and said 6.746 acre tract, a distance of 2530.40 feet to a 1/2 inch iron rod found at the Northeast corner of said 6.746 acre tract;

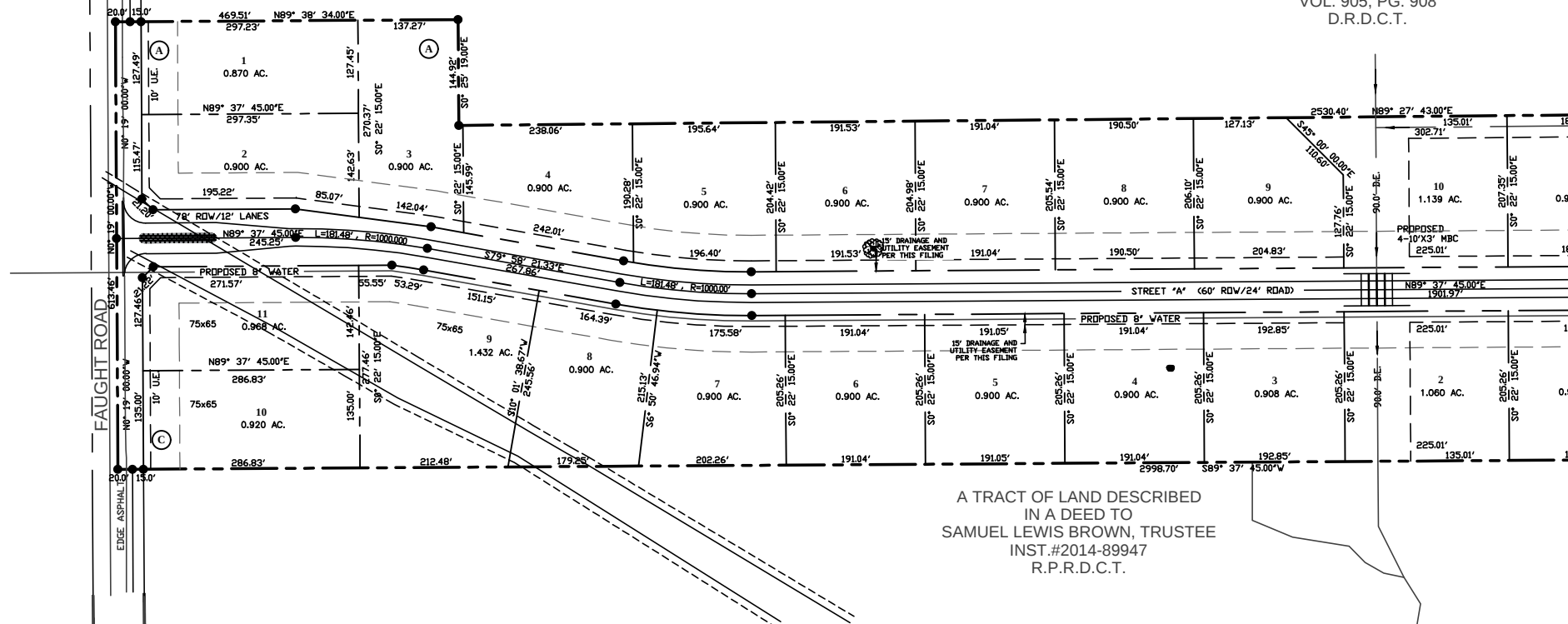
THENCE South 00 degrees 08 minutes 27 seconds East, a distance of 475.62 feet to a metal fence corner post at the Southeast corner of said 24.577 acre tract, same being the Northeast corner of a tract of land described in deed to Samuel Lewis Brown, Trustee, recorded in Instrument Number 2014-89947, Real Property Records, Denton County, Texas;

THENCE South 89 degrees 37 minutes 45 seconds West, along the common line of said Brown tract and said 24.577 acre tract, passing a 1/2 inch iron rod found at the Northwest corner of said Brown tract, a distance of 2978.70 feet, continuing for a total distance of 2998.70 feet to a P.K. Nail set in the approximate centerline of Faught Road;

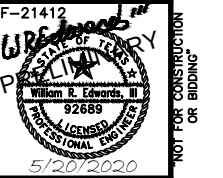
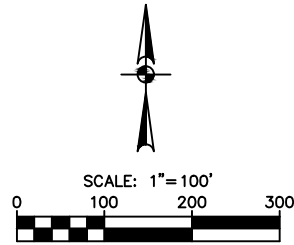
THENCE North 00 degrees 19 minutes 00 seconds West, along said centerline, a distance of 613.46 feet to the POINT OF BEGINNING and containing 34.032 acres of land, more or less.

EXHIBIT B

A TRACT OF LAND DESCRIBED IN A DEED TO
WALTER R. SCHOLL &
GLADYS SCHOLL
VOL. 905, PG. 908
D.R.D.C.T.



A TRACT OF LAND DESCRIBED
IN A DEED TO
SAMUEL LEWIS BROWN, TRUSTEE
INST.#2014-89947
R.P.R.D.C.T.



OR BIDDING"

TXCIVIL INC
Civil Engineering Design & Land Planning
6060 N. Central Expy., Suite 500 • Dallas, Texas 75206 • (214) 226-4877

REVISIONS		DATE
1		
2		
3		
4		

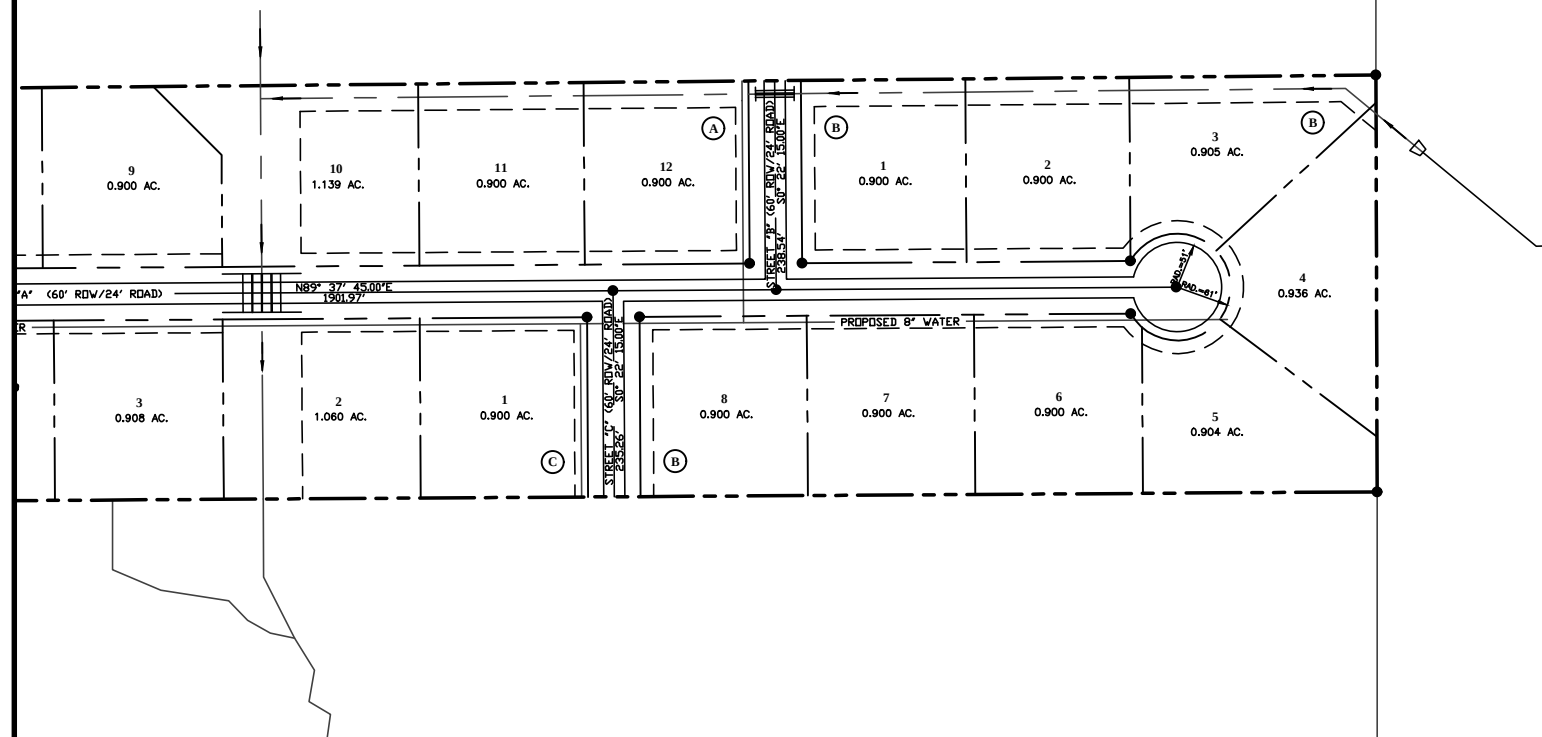
DESIGNED:	DRAWN:	CHECKED:	DATE:
WRE	BCH/PWD	WRE	5-20-2020

HAWTHORNE ESTATES
CITY OF NORTHLAKE, TEXAS

PRELIMINARY PLAT

DENTON, COUNTY

PROJECT NO: 2006903
SHEET NO:



Notes:
The purpose of this Preliminary Plat is to subdivide 34.032 acres into single family homes.
The subject property is within the City of Northlake.
The subject property falls within the Area Of Minimal Flood Hazard "Zone X", FEMA Flood Insurance Rate Map 48121C0485G & 48121C0505G.
The Covenants and Restrictions have been viewed and this Preliminary Plat does not amend or remove any covenants or restrictions filed on the property.
Five foot (5') utility easement on each side of the side lot lines.

STREET DESIGN
2,778.07 L.F.
87,742 Sq.Ft.
9,749 Sq.Yds.
Streets shall be concrete and bar ditch section.

OWNER
AVONDALE DEVELOPMENT GROUP
5751 KROGER DRIVE, SUITE 293
KELLER, TEXAS 76244
817-821-1641

ENGINEERING BY:
TXCIVIL INC
6060 N. CENTRAL EXPWY, SUITE 500
DALLAS, TEXAS 75206
214-226-4877

SURVEYING BY:
TEXAS GEOSPATIAL
STEPHEN MIZELL
TEXAS REG. NO. 6165
FORT WORTH, TEXAS 76126
817-819-7987
TBPLS FIRM NO. 10083300

PRELIMINARY PLAT

LOTS 1-12, BLOCK A,
LOTS 1-8, BLOCK B,
LOTS 1-11, BLOCK C,
HAWTHORNE ESTATES
34.032 ACRES

Patrick Rock Survey, Abstract No. 1063
City of Northlake, County of Denton, Texas
April 2020
SHEET 1 OF 1

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF DOC.: TEXAS TAX CODE CHAPTER 313 (TEXAS ECONOMIC DEVELOPMENT ACT); BYLAWS OF THE NORTHLAKE EDC & CDC

SUBJECT: NORTHLAKE EDC & CDC BOARD MEMBERS AND TERMS



GOALS/OBJECTIVES:

- Promote Public Involvement (Council Goal)

BACKGROUND INFORMATION:

Multiple directors on the Northlake Economic Development Corporation's (EDC) and Northlake Community Development Corporation's (CDC) Boards have terms expiring at the end of this month. The Town Council typically makes appointments to fill expiring terms on these boards at the first meeting in June of each year.

BOARD MEMBER REQUIREMENTS:

- Appointed by Town Council and may be removed by Town Council at any time with or without cause.
- Each board contains seven (7) members
- A minimum of four (4) members of each board must be a resident of Northlake.
- A maximum of three (3) members of each board may be a nonresident, but any nonresident member of the CDC must reside in Denton County or within 10 miles of the Town limits.
- Members of Town Council may serve on each board except there is a limit of four (4) Council members that may serve on the CDC board.
- Terms of office are two (2) years starting on June 1st and expiring the following May 31st.
- Terms are staggered with half of terms expiring in even years and half in odd years across both boards.
- There is no limitation on the number of terms that a board member can serve.

CURRENT BOARD MEMBERSHIP:

EDC Board of Directors (Term Expires)	CDC Board of Directors (Term Expires)
Laura Montini (May 2020) – President	Andy Gibson (May 2020) – President
Linda King (May 2021) – Sec./Treasurer	Ronald "Travis" Berryman (May 2020) – VP
Brant Deranger (May 2020)	Michele Newby (May 2021) – Sec./Treasurer
Marie Amarante (May 2021)	Todd DiPietro (May 2021)
Bill Moore (May 2021)	Tom Dudark (May 2021)
David Rettig (May 2020)	Laura McGregor (May 2021)
Hillary Simpson (May 2020)	Andrea Richardson (May 2020)

NEXT STEPS:

- Promote potential opportunities to serve on the boards.
- Contact board members with expiring terms to see if they want to be considered for reappointment.
- Appoint or reappoint board members to expiring positions on the boards at June 11th Council meeting.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: NORTHLAKE RULES OF ORDER & PROCEDURES SECTION 6.3

SUBJECT: PUBLIC INPUT SPEAKER FORM



GOALS/OBJECTIVES:

- Operate Efficiently & Effectively
- Promote Public Involvement

BACKGROUND INFORMATION:

Per the Rules of Order & Procedures, section 6.3 and 5.3 (a), members of the public wishing to address the Town Council should complete an identification form prescribed by the Town Secretary and present form to the Town Secretary prior to the item being discussed. This record would be kept on file.

Currently, the town uses a sign-in sheet for persons wishing to speak during public input. However, applicants wishing to speak or respond to items being considered by Council do not. To be consistent with the public and those conducting business before council, all speakers should submit the requested information.

Research of other municipalities in the surrounding area shows each city uses a form tailored to their specific needs. Our attorney has prescribed a form for Northlake: easy to read and includes instructions for those wishing to speak before council. At Mayor Rettig's request, an 8.5 x 5.5 card is attached for your review.

COUNCIL DIRECTION:

- Receive comments and begin using new form

PUBLIC INPUT FORM

PLEASE PRINT CLEARLY

NAME _____ DATE _____

ADDRESS _____ CITY _____ ZIP _____

☐ I will speak on an item not on the agenda

Subject: _____

☐ For Agenda Item # _____

_____ I will speak: ☐ in support ☐ in opposition ☐ or I have a question/comment

or

_____ I do not wish to speak, but please record my: ☐ support ☐ opposition

See opposite side of this form for instructions and additional information.

PUBLIC INPUT FORM

PLEASE PRINT CLEARLY

NAME _____ DATE _____

ADDRESS _____ CITY _____ ZIP _____

☐ I will speak on an item not on the agenda

Subject: _____

☐ For Agenda Item # _____

_____ I will speak: ☐ in support ☐ in opposition ☐ or I have a question/comment

or

_____ I do not wish to speak, but please record my: ☐ support ☐ opposition

See opposite side of this form for instructions and additional information.

INSTRUCTIONS

1. Every open meeting will include a public input section on the agenda that will be placed immediately after the regular meeting is called to order.
2. Any person wishing to address the Town Council must turn in the Public Input Form to the Town Secretary prior to the time the meeting is scheduled to begin and up to when the public input portion of the meeting has concluded.
3. Clearly state your name and address when you begin your remarks. Address your comments to the Mayor and members of the Council.
4. Speakers are limited to three (3) minutes. Time limits may be adjusted by the Presiding Officer.
5. If you wish to speak about an item that is a Public Hearing, you will be called after the Presiding Officer opens the Public Hearing for that item.
6. Any person wishing to make a presentation that includes any form of electronic media must provide that digital file to the Town Secretary (srogers@town.northlake.tx.us) by 12 noon on the Monday prior to the day of the meeting for review by Town staff. The file must be compatible with the Town's technology equipment.
7. Public demonstrations, out of order comments, profanity, abusive language, or personal attacks directed to, or about, the Mayor, any Council Member, Town staff or Town board or commission members will not be tolerated.
8. The Texas Open Meetings Act restricts members of the governing body from discussing items not posted on the agenda. Action or responses to your remarks by members of the governing body (if not a posted agenda item) is limited to either a statement of fact, recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.

This form is considered a public record and your name and address will be included in the official minutes.

INSTRUCTIONS

1. Every open meeting will include a public input section on the agenda that will be placed immediately after the regular meeting is called to order.
2. Any person wishing to address the Town Council must turn in the Public Input Form to the Town Secretary prior to the time the meeting is scheduled to begin and up to when the public input portion of the meeting has concluded.
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8. The Texas Open Meetings Act restricts members of the governing body from discussing items not posted on the agenda. Action or responses to your remarks by members of the governing body (if not a posted agenda item) is limited to either a statement of fact, recitation of existing policy, or a proposal to place the subject on the agenda for a future meeting.

This form is considered a public record and your name and address will be included in the official minutes.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: NORTHLAKE PROCUREMENT POLICY

SUBJECT: REQUEST FOR PROPOSAL(RFP) FOR PURCHASING CARD SERVICES



GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

Mayor Rettig, since coming to office, has directed Town staff to review Town contracts and revisit, if necessary. The Town of Northlake has never previous request for proposal (RFP) for purchasing card services. Over time, the Town of Northlake financial operations have grown and can properly monitor and regulate purchasing card transactions according to the Town's adopted purchasing policy.

With the purchasing card, the Town will consolidate American Express, MasterCard and Home Depot credit cards into one program. The program will allow for oversight of all cardholders with the ability to set single, daily and monthly transaction limits. Credit cards are and will be distributed to only management and executive level Town staff.

Staff has prepared an RFP with the following selection criteria:

- Qualification of the firm with appropriately qualified and experienced personnel.
- Depth of response to the Requirements section.
- Depth of response to the Work Plan.
- Details of the approach and methodology of the program.
- Availability of electronic billing capability and on-line cardholder statements and other reports.
- Training and customer support.
- Reasonableness of cost proposal.

COUNCIL DIRECTION:

- Make Council aware of upcoming purchasing card services proposal request

TOWN OF NORTHLAKE

Request for Proposal for Purchasing Card Services FIN-07-20

Due July 1, 2020



REQUEST FOR PROPOSALS: *PURCHASING CARDS*

SCOPE

The purpose of this Request for Proposal is to enter into a contract with a qualified commercial financial institution for the provision of purchasing card (credit card) services for the Town of Northlake.

Requirements:

- A. Issuance: The contractor shall not issue any cards without the written approval of the Municipal Purchasing Agent. Proposers shall indicate the processing time required to fulfill new card requests and the method of delivery of the card.
- B. Compatibility with Municipal Accounting System: Proposers shall be capable of providing all transaction records in an electronic file format compatible with that used by the municipality. Proposers shall submit the layout of their data structure so the data can be integrated with our current accounting application. If selected for an interview, proposer shall also submit sample data and the name of their technical contact person.
- C. Liability: The municipality will not accept liability for unauthorized use, account numbers which are fraudulently used and cards which are lost or stolen beyond a maximum limit of fifty (\$50) dollars. The municipality will not accept liability beyond a maximum time period of twenty-four (24) hours after the contractor is notified of a lost or stolen card or that an unauthorized person has used a card. Proposers shall describe in detail the Municipality's liability under any contract written as a result of this RFP.
- D. Card Format Design: The contractor shall provide cards designed for the Town of Northlake. The design shall be approved by the Purchasing Agent and shall contain the following:
 - 1. The phrase "TAX EXEMPT" and the Municipality's tax-exempt number shall be printed on the face of the card.
 - 2. The municipality's logo, as provided by the Town of Northlake, shall appear on the front.
 - 3. The contractor's toll-free customer service number shall be printed on the back of the card.
 - 4. There shall be no references to ATMs on the card.



- E. Card Controls and Restrictions: The contractor shall have the ability to set restrictions and controls on individual cards. The proposer's card system software shall have the capability to allow the Purchasing Agent to initially set and later make changes to the restrictions and controls on individual cards, within the accepted limits. The Purchasing Agent shall also have the ability to activate certain cards, which are reserved for emergency use. These "emergency" cards shall have pre-defined restrictions and controls agreed upon by the municipality and the proposer. Maximum municipal-wide limitations for all cards shall be set in writing at the start of the contract and shall be changed only by written notification from the Purchasing Agent. The contractor's customer service representatives may not make changes to card limits without this notification. This notification may be provided by fax or electronic mail.

Individual controls shall be set at the time of card application but may be changed at a later time. Card controls may be changed only upon request from the Purchasing Agent. These changes may be made in writing, fax or electronic mail. A toll-free number shall be available to process these types of changes immediately. Proposers should indicate a time frame for making individual card control changes.

The following controls and restrictions shall be available for all cards:

1. Single transaction dollar limitation - Established per individual card, not to exceed the municipal-established individual cardholder maximum dollar limit.
 2. Velocity limitation - Number of card authorizations per designated period-for example, a specified number of transactions per day or twenty-four (24) hour period.
 3. Maximum dollar limitation per period - Maximum monthly dollar amount per individual cardholder.
 4. Vendor and commodity blocking - Restrictions on the types of vendors authorized to accept the card and the types of commodities that may be purchased.
 5. Cash advances - Complete prohibition of cash advances.
 6. Additional controls - As available from the contractor. Proposer shall describe any additional controls they have available.
- F. Training: The contractor shall provide training to the municipality as follows:
1. Contract start-up training session - At the start of the contract, the contractor shall provide initial on-site training to municipal staff as designated by the Purchasing Agent. The initial training will address benefits and features of the card, billing procedures, available reports and the application process.
 2. Training materials - The contractor shall provide written materials that may be used by municipal department heads to train individual card users in the proper



use of the card.

3. Telephone support - The contractor shall provide the name and telephone number of a point-of-contact who will be available by telephone to answer questions that may arise during the municipality's training of staff or to provide brief training sessions by telephone to new department heads or cardholders. Proposers shall indicate the hours this sort of training will be available.
 4. Proposers shall describe any additional training programs or aids such as videos and on-line support and indicate their availability.
- G. Customer Support: The contractor shall provide customer support to the Purchasing Agent, Department Heads and other cardholders. This support shall include at a minimum:
1. A toll-free customer assistance number and a toll-free telephone number for reporting lost or stolen cards. Proposers shall describe the availability of these assistance lines and the hours they are staffed.
 2. The name, title and telephone number of the customer account representative and alternate who would respond to inquiries by the Purchasing Agent.
 3. The name, title and telephone number of the technical representative and alternate who would respond to inquiries by the Purchasing Agent or the municipality's information technology staff.
- H. Questioned/Disputed Items and Chargebacks: The contractor shall provide a method for handling questions concerning charges. Toll-free service for this process shall be available. Provisions for handling questioned/disputed items should include how to:
1. Contact the contractor to discuss questioned or disputed items,
 2. Credit the municipality's account, pending resolution of the disputed item and,
 3. Process chargebacks for items resolved in the municipality's favor. Proposers shall provide a time frame for this process.
- I. Changes in Cardholder or Municipality Accounts: The Purchasing Agent may request changes to an individual card or all cards municipal-wide. Such changes may include changes to card spending limits, number of transaction limits, purchase restrictions, card name, cardholder billing address or telephone number and card unique identifier number (PIN). These changes may be made in written, fax or electronic mail.
- Proposers must offer a time frame between receiving a change request and accomplishing the change. Proposers shall also detail how the request may be conveyed, by phone, fax, electronic mail, etc.



- J. Lost or Stolen Cards: The cardholder and/or Purchasing Agent will immediately report lost or stolen cards to the contractor. Such reports will be in writing or verbal with written confirmation. The contractor shall provide for immediate cancellation and emergency issue of a replacement card. Proposers must specify the time frame between receiving the report of a lost or stolen card and mailing a replacement card. Also, refer to Section G above regarding availability of toll-free telephone service for this process.
- K. Card Termination: The Purchasing Agent may from time to time notify the contractor of card termination and cancellation. This notification will be in writing or verbal form with written confirmation. Upon notification, the contractor shall immediately cancel the appropriate account(s).

Proposers shall specify the time frame between receiving the request and cancellation of the account.

- L. Card Acceptance: The contractor's card must be issued by a major commercial credit card company. It shall be widely accepted by a variety of vendors used by the municipality both locally and nationally because orders will be placed in person, online or by telephone/fax. Proposers shall describe the card's general acceptance both locally (East Tennessee) and nationally. The contractor shall work in cooperation with the municipality to ensure vendors accept the credit card for tax-exempt transactions.
- M. New Merchants: The contractor should have an established program to recruit new businesses when notified by the municipality that the contractor's card was not accepted by a particular vendor. Proposers shall describe this program and its level of success.
- N. Billing Documentation: Billing statements shall be provided at an agreed upon interval to cardholders, Department Heads and any additional staff identified by the Purchasing Agent. A consolidated billing statement will be provided to the Purchasing Agent and cardholders will receive individual monthly statements. Most municipal personnel using the cards will have access to the internet. The contractor shall provide on-line cardholder statements and reports. Invoices for all users of the contract must meet the municipality's requirements. The successful proposer must send an itemized invoice at the interval agreed upon which must include the information listed below:
1. Name of the cardholder and account number
 2. Name of merchant
 3. Date supplies or services were purchased
 4. Itemized cost for each item/service.



Backup documentation for each purchase shall be available upon request from the cardholder or Purchasing Agent. Proposers shall identify the time frame required to provide backup documentation and method required for request (phone, fax, etc.)

- O. Transmittal of Billing Information: Although hard copy billing statements are required to be provided, alternative methods of transmitting billing information for payment are highly desirable and will be considered. The contractor will work closely with the municipality's information technology and Finance staff to facilitate the use of technology. If an alternative method is agreed upon the file reports should contain, at a minimum, a list of all detailed purchasing card transactions and a record or file of control information (i.e. total records transmitted, total dollars in current period card transactions, total dollars in current period credits) so the municipality can verify all billing information has been received and processed.

Proposers shall provide the following information regarding transmittal of billing information:

1. Available methods for transmittal of billing information (EDI, etc.) and what, if any, payment parameters are associated with each billing format.
 2. What user specific information can be attached to each card or account.
 3. A description of the proposer's technical support for electronic billing processes. The description should include what work hours tech support is available to the municipality as well as descriptive information regarding staffing, experience and other pertinent factors.
- P. Billing File Security and Quality Control: Proposers shall describe the following:
1. Security - How card information is kept secure including the name of the encryption method or software used.
 2. Back Up/Restore Procedures - For billing files.
 3. Availability of Billing File Copy - Can the municipality obtain a second copy and the time frame it takes to accomplish this.
 4. File Transmission Quality Control - How will the proposer control/insure the following:
 - a. That report files are transmitted at the same time and day interval
 - b. That no duplicate transactions or files are transmitted
 - c. That file contains the accurate and complete set of transactions for the specified time interval



- Q. Contractor Database Access: Proposers shall describe the capability to access their database through the internet. Describe any time limitations/allowances on such access. Describe the level of compatibility with major PC-based software for downloading data and information.
- R. Billing Interval (Period): The municipality is willing to consider alternative billing periods such as monthly, bi-weekly or other. Proposers shall fully describe their billing alternatives including the following:
1. Policies governing the timing of vendor billing relative to the delivery of goods and services.
 2. Available billing schedules (monthly, weekly, etc.) and time frames involved for close of billing period, transmittal of billing information and payment requirement.
 3. Discounts or rebates such as a prompt payment discount or volume discount, if any, available for each billing schedule.
- S. Payment: Payment shall be due within an agreed upon number of days after acceptance of all products or services or receipt of a correct invoice for payment, whichever is latest. When payment is by mail, the date of the postmark shall be deemed the date of payment. Proposers should describe different payment methods that are available, how they work and what discounts, if any, would be available.
- T. Late Charges: If late charges will be assessed to the municipality's account, proposers shall describe in full detail the rate, how and when the charges would be invoked and how the charges would be billed, including a sample calculation.
- U. Sale of Cardholder Information: The contractor shall not sell, rent or otherwise distribute a list of participating card holders, their addresses or any other information to any person, firm or other entity for any purpose without the written consent of the Purchasing Agent.
- V. Reports: The contractor shall provide reports that show monthly (or other agreed upon interval) transaction detail by cardholder, by department and by the municipality as a whole. Reports shall also be capable of showing transactions by vendor. Reports shall enable the municipality to reconcile all card transactions including charges, credits, disputes, adjustment, duplicates, etc.

Proposers shall describe their reporting system fully and provide report samples.
Proposers shall fully describe the extent of spending analysis detail available in areas



such as line items and point of sale transactions (date, amount, specifics, ship-to information, etc.). The contractor shall provide the municipality's Finance Department with a 1099 report with the following data: merchant name, merchant address, taxpayer ID number, total sales, SIC/MCC number. This 1099 report will be provided in electronic format by January 15 each year.

- W. Annual Report: The contractor must establish formal evaluation and quality control procedures to monitor each facet of the final contract. The evaluation and quality control procedures must provide sufficient information to allow the municipality's Purchasing Agent to monitor the program's progress and effectiveness. Data will be supplied to allow evaluation of program objectives such as increasing merchant's acceptance and cost containment through benchmarking comparisons (e.g. number of AP checks and PO's). The contractor will submit the quality control report to the Purchasing Agent no later than June 1 each year.
- X. Card Life and Renewal: Card life cannot exceed two years and all cards are subject to earlier cancellation. On a monthly basis, the contractor shall submit a report to the Purchasing Agent showing all cards which will expire within the next sixty (60) days.

PROPOSAL PREPARATION

- A. Proposals should be prepared simply and economically, providing straightforward, concise descriptions of capabilities. Emphasis should be on completeness, brevity and clarity of content.
- B. Proposers may be required to give an oral presentation to the Town of Northlake to clarify or elaborate on proposal.
- C. Ownership of all data, materials and documentation originated and prepared for the municipality pursuant to this RFP shall belong exclusively to the municipality and be subject to public inspection in accordance with applicable statutes. Trade secrets or proprietary information submitted by a proposer shall not be publicly disclosed, however, the proposer shall request this protection prior to or upon submission of the data or other materials and must identify the data or other materials to be protected and state the reasons why protection is necessary. Disposition of such material after the award is made shall be stated by the proposer.



- D. Proposals shall contain the following information in the sequence listed:
1. Name of firm submitting the proposal; main office address; when organized; if a corporation, when and where incorporated; appropriate State and Federal registration numbers; the date until which the information in the RFP is binding; and the names and addresses of the service, fiscal and technical representatives who would handle the municipality's account.
 2. Understanding of the problem and technical approach.
 - a. Statement and discussion of the requirements as they are analyzed by the proposer.
 - b. Proposer's definitive Scope of Work with an explanation of technical approaches and a detailed outline of the proposed program for executing the requirements and achieving the objectives of this RFP.
 3. Work Plan-It is the municipality's goal to begin implementation of the card to departments no later than October 1, 2020. Proposers shall present a description and timeline of the phases or segments into which the proposed program can logically be divided and performed. The narrative shall address separately each of the tasks described in this RFP and responses should be keyed to the appropriate paragraph numbers. This section should also contain a discussion of any changes proposed which substantially differ from the Scope as described above and/or the Procedures that appear attached to this document. This section should include detailed descriptions of activities, significant milestones and anticipated deliverables.
 4. Treatment of the Issues-In this section, proposers may comment, if deemed appropriate, on any aspect of the RFP including suggestions or possible alternative approaches to the coverage, definition, development and organization of the items presented in the Requirements section of this RFP.
 5. Statement of Qualifications
 - a. Organizational and staff experience: Proposers must describe their qualifications and experience to perform the work described in this RFP. Information about experience should include direct work with the specific subject matter. Include resumes of key staff who would be working directly with the municipality.
 - b. References: Submit three (3) references from current corporate customers, preferably governments similar in size to the Town of Northlake. Provide complete contact information.



- c. **Personnel:** Any subcontractors who will be assigned direct work on this project should be identified and brief resumes provided. Information is required which will show the composition of the task or work group, its specific qualifications and recent relevant experience. The technical areas, character and extent of participation by any subcontractor or consultant must be indicated and the anticipated sources identified.
 - d. **Financial Responsibility:** Latest audited statements, annual or quarterly reports, rating from a nationally recognized credit rating organization or other acceptable proof of financial responsibility.
 - e. **Number and physical location of positions** that would be assigned to the municipality's account and the number of hours each position will spend on implementation and on-going operations throughout the contract.
6. **Pricing Data:** For purposes of this RFP, proposers may price the services performed for the Town of Northlake. The proposer shall detail any and all costs that the Town of Northlake and its vendors may or will incur through use of the card. Proposers should describe any revenue sharing or incentive programs, if any. The method of payment for any costs and/or incentive programs should be described.

EVALUATION CRITERIA

The following factors will be considered in the award of this contract:

1. Qualification of the firm with appropriately qualified and experienced personnel.
2. Depth of response to the Requirements section.
3. Depth of response to the Work Plan.
4. Details of the approach and methodology of the program.
5. Availability of electronic billing capability and on-line cardholder statements and other reports.
6. Training and customer support.
7. Reasonableness of cost proposal.



REQUIRED SUBMITTALS

Each proposer responding to this RFP must supply all the required documentation. Failure to provide the documentation with the response will result in the proposal being declared “non-responsive”.

SUBMISSION OF PROPOSAL

One (1) original and five (5) copies of the proposal are due at the Town Secretary, Northlake, Texas prior to 2:00 p.m, on July 1, 2020. Proposals received after this date and time will not be considered. It is the responsibility of the proposer to clearly identify and to describe the services being offered in response to the RFP. Proposers are cautioned that organization of their response, as well as thoroughness, is critical to the municipality’s evaluation process. The response should be completed legibly, and all required supplemental information must be furnished and presented in an organized and easy-to-follow manner.

PERIOD THAT PROPOSALS REMAIN VALID

Respondents agree that proposals will remain firm for a period of one hundred and twenty (120) calendar days after the specified date for return of proposals to the Purchasing Department.

CONTRACT AWARD

A contractual agreement will be negotiated with the successful proposer.

CONTRACT PERIOD

The initial contract will begin on the date of award and continue for 24 months. It shall be subject to renewal for up to three (3) additional years, one (1) year at a time. Automatic contract renewals are prohibited. All renewals must be authorized by and coordinated through the municipality’s Finance Department. It should be noted that multi-year contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the Town of Northlake and/or any committees that serve as part of the municipality’s legislative body. In the event that the appropriate body fails to grant funding appropriations or program approval, then the contract becomes null and void effective July 1 of the fiscal year for which funding was denied.



1500 COMMONS CIRCLE STE 300
NORTHLAKE, TX 76226



P: 940.648.3290
F: 940.487.0142



WWW.TOWN.NORTHLAKE.TX.US

PRICING

The subsequent contract will be a firm-fixed price contract. The fee(s) will remain firm and will include all charges that may be incurred in fulfilling requirements for the duration of the contract.

NOTIFICATION OF AWARD

Service may not begin until receipt of Notification of Award from the municipality's Purchasing Agent. Performance time and dates are determined solely by the contract and any subsequent modifications to the contract.

KEY PERSONNEL

The service, fiscal and technical personnel named in the Statement of Qualifications will remain responsible throughout the period of the contract. No diversion or replacement may be made without submission of a resume of the proposed replacement with final approval being given by the Purchasing Agent.

NO GUARANTEE OF QUANTITIES

The Town of Northlake does not guarantee any amount of purchases by credit card as a result of this RFP, nor does the municipality guarantee a minimum number of cards that will be issued.

DISPUTES

Should disputes, alternatives or other disagreements related to the performance of the work herein described arise between the municipality and the contractor, the parties hereto shall negotiate in good faith in an attempt to resolve same. Such negotiations shall take precedence to any remedy at law.

CONFLICT OF INTEREST

The proposer certifies that to the best of their knowledge no employee of the municipality, nor any public agency or official has any conflicting interest in or will derive any personal financial benefit from participation in the resulting contract.



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COMPETITION INTENDED

It is the intent of the Town of Northlake that this RFP permit competition. It shall be the proposer's responsibility to advise the Purchasing Agent in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source. Such notification shall be received by the Purchasing Agent no later than ten (10) days prior to the date set for acceptance of proposals.

REJECTION OF PROPOSALS

The right is reserved by the municipality at its discretion to reject any or all proposals or parts thereof. The municipality reserves the right to waive defects or informalities, to negotiate with proposers and to accept the proposal deemed in the best interest of the municipality.

COMPLIANCE WITH LAWS

The contractor shall always observe and comply with all Federal, State and local laws, ordinances and regulations which may in any manner affect the performance of this agreement.



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NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: NORTHLAKE CODE OF ORDINANCES APPENDIX A. FEE SCHEDULE

SUBJECT: UTILITY RATE STUDY PRESENTATION BY NEWGEN STRATEGIES



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide adequate Town facilities (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)

BACKGROUND INFORMATION:

At the November 14, 2019, Town Council contracted with NewGen Strategies and Solutions to conduct a utility rate study. The last rate study was conducted in 2012. Based on Council goals, the recent rate study includes covering costs of operations, maintenance and existing utility system debt.

Residential water rates have not increased since 2005. In 2013, the first 3,000 gallons of consumption of water and discharge of sewer were not charged which equated to a lowering of utility rates. During the period between 2005 and now, wholesale water costs increased 60% and 30% as provided by Fort Worth and Upper Trinity, respectively, and Trinity River Authority wholesale sewer treatment costs have increased 145%. In addition, multifamily accounts that match residential usage patterns have been charged a commercial rate rather than a per unit residential rate.

CURRENT UTILITY RATES:

Class	Residential		Commercial	
Service	Water	Sewer	Water	Sewer
Monthly Charge	19.50	19.50	Varies	Varies
Up to 3,000 gallons	0.00	0.00	4.25	6.75
3001 to 15,000	2.75	5.25	4.25	6.75
15,001 to 30,000	3.60	5.25	5.15	6.75
30,001 and over	4.95	5.25	6.25	6.75

KEY DECISION POINTS:

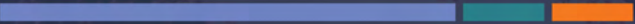
- Amount of water and sewer usage included in monthly charge
- Amount of base monthly service charge
- Treatment of multifamily usage
- Volumetric rate (amount per 1,000 gallons)

NEXT STEPS:

- Council direction and feedback on utility rate structure

TOWN OF NORTHLAKE

BUDGET OUTLOOK - WATER & SEWER RATE STUDY



MAY 28, 2020



DESTINATION: SUSTAINABILITY

- Working to create and maintain a sustainable water and sewer fund
- Utility reserves are less than two months operating expenses
- Current water and sewer rates are not funding new infrastructure costs



EFFECTIVELY MANAGE PUBLIC RESOURCES

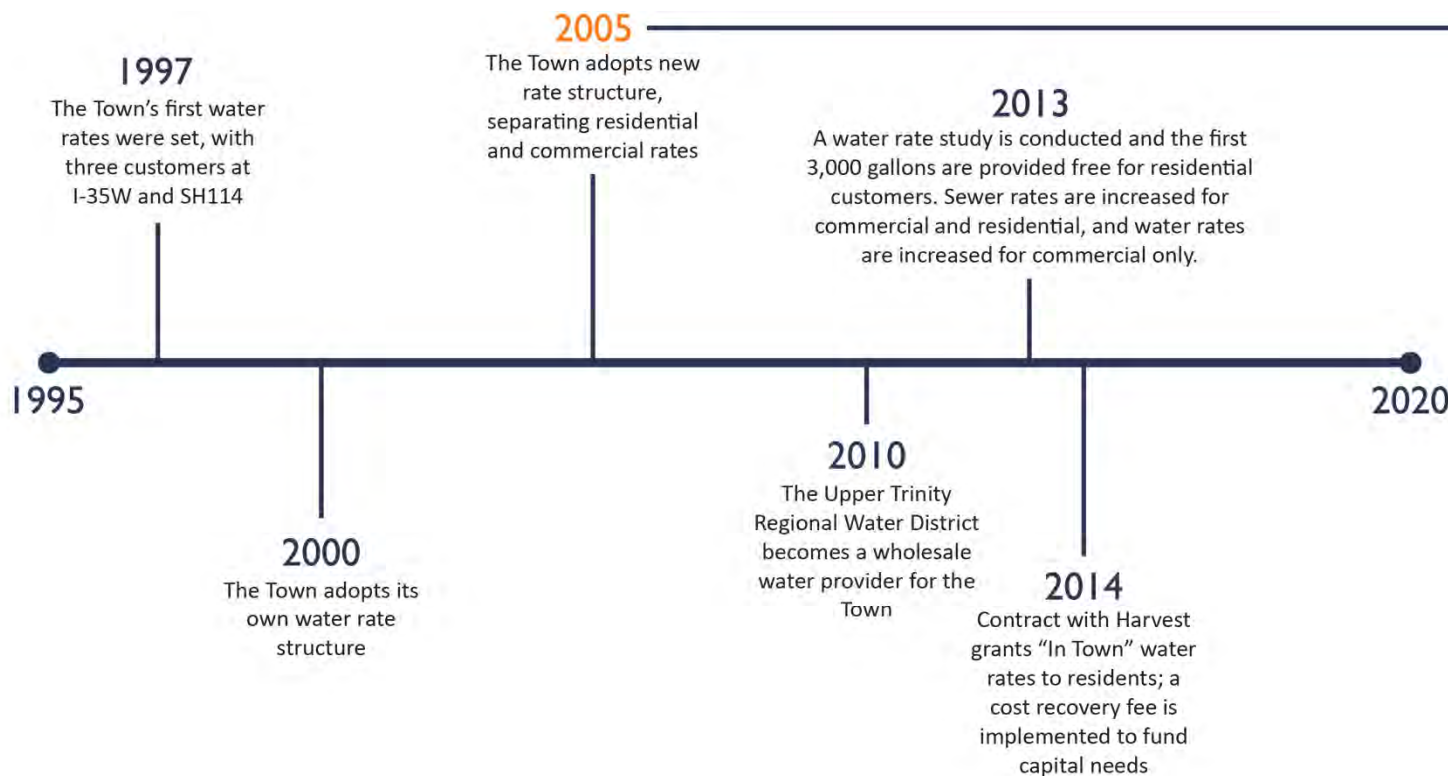


OPERATE EFFICIENTLY AND EFFECTIVELY



RESPONSIBLY MANAGE GROWTH

WATER SERVICE TIMELINE

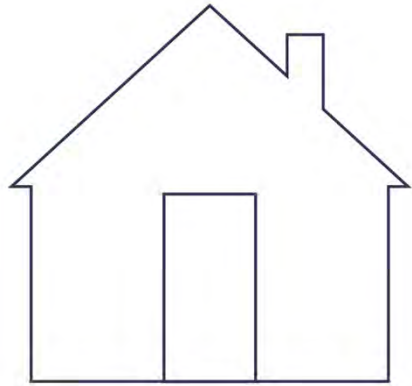


2005

The last change in residential water rate structure occurred in 2005.

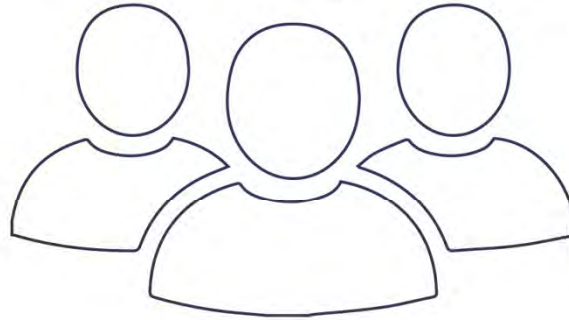
Residential water rates in Northlake have remained constant over the last 15 years, despite an increase in water service customers and necessary infrastructure.

15 YEARS OF CHANGE



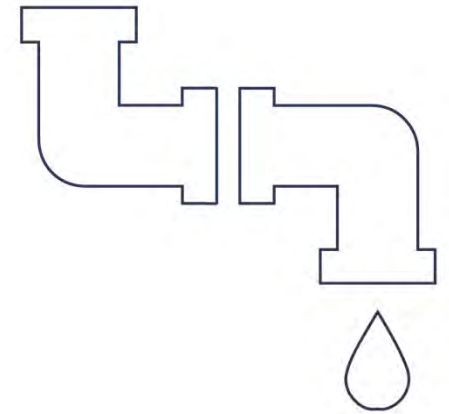
UTILITY ACCOUNTS

2005: 17
2020: 3,566



WATER AND SEWER SERVICE SUPPORT PERSONNEL

2005: 0
2020: 12



MILES OF WATER AND SEWER INFRASTRUCTURE MAINTENANCE

2005: 0
2020: 174.88

15 YEARS OF COST INCREASES



60%
COST INCREASE



30%
COST INCREASE



145%
COST INCREASE

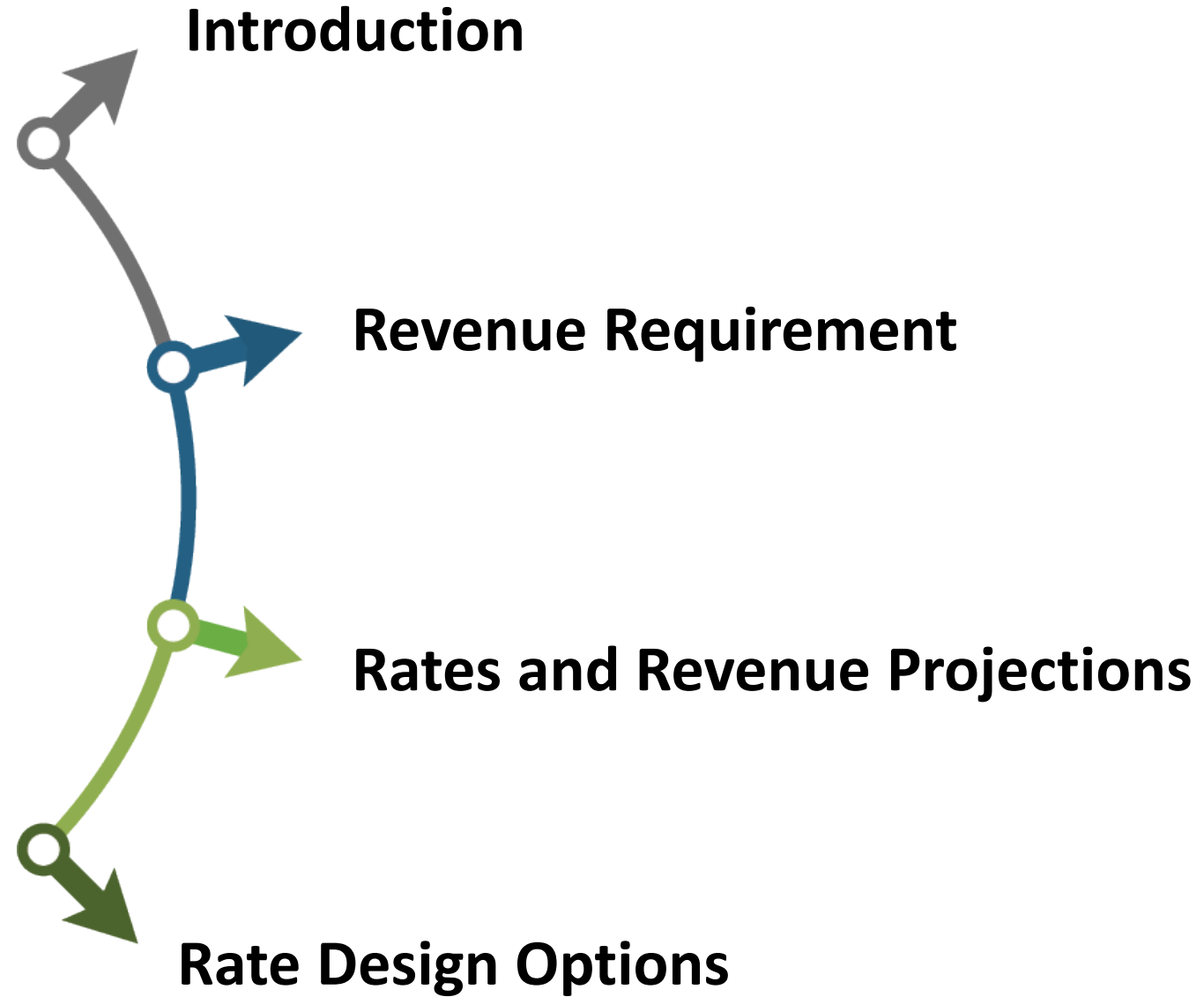


May 28, 2020

UPDATE ON WATER AND WASTEWATER RATE STUDY NORTHLAKE, TEXAS

NewGen
Strategies & Solutions

AGENDA

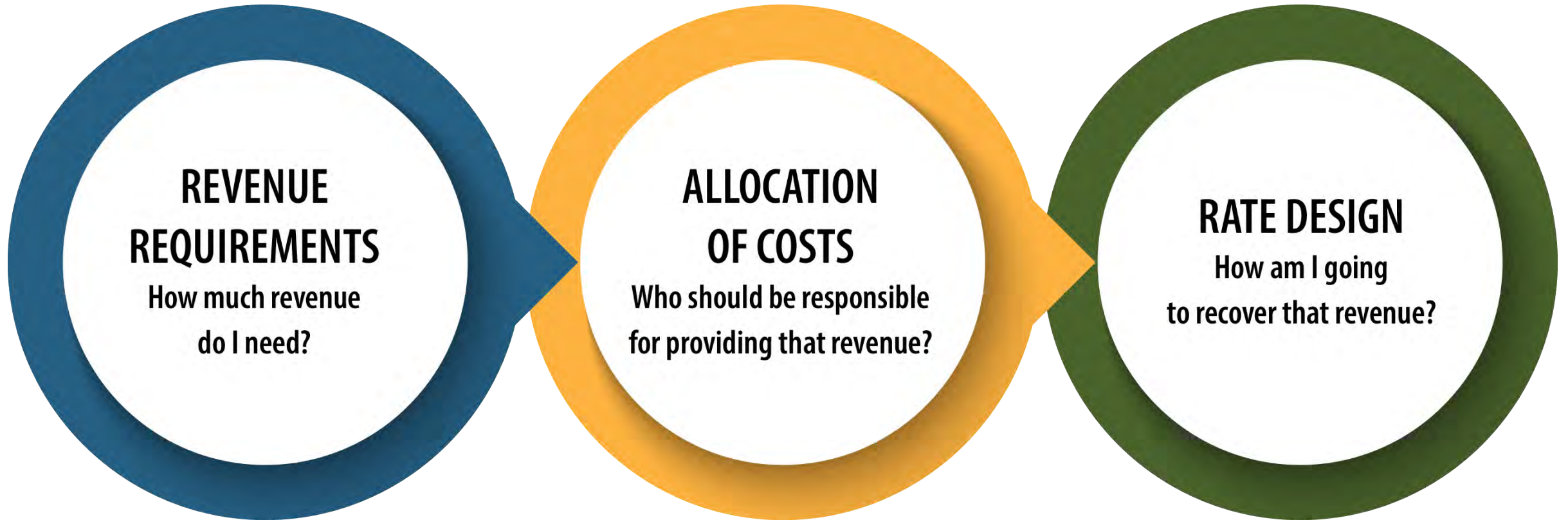


INTRODUCTION

FIRM AND PROJECT LEAD

- NewGen Strategies and Solutions, LLC
 - NewGen is a management and economic consulting company specializing in municipalities and municipal utilities
- Project Manager
 - Matthew Garrett, MBA, CGFO, CPM
 - Former Municipal Finance Director with 16 years experience
- Lead Analyst
 - Megan Kirkland
 - Petroleum Engineering degree from Texas A&M
 - With NewGen since 2018
 - Has completed or supported numerous rate studies

STRATEGIC FINANCIAL PLANNING PROCESS

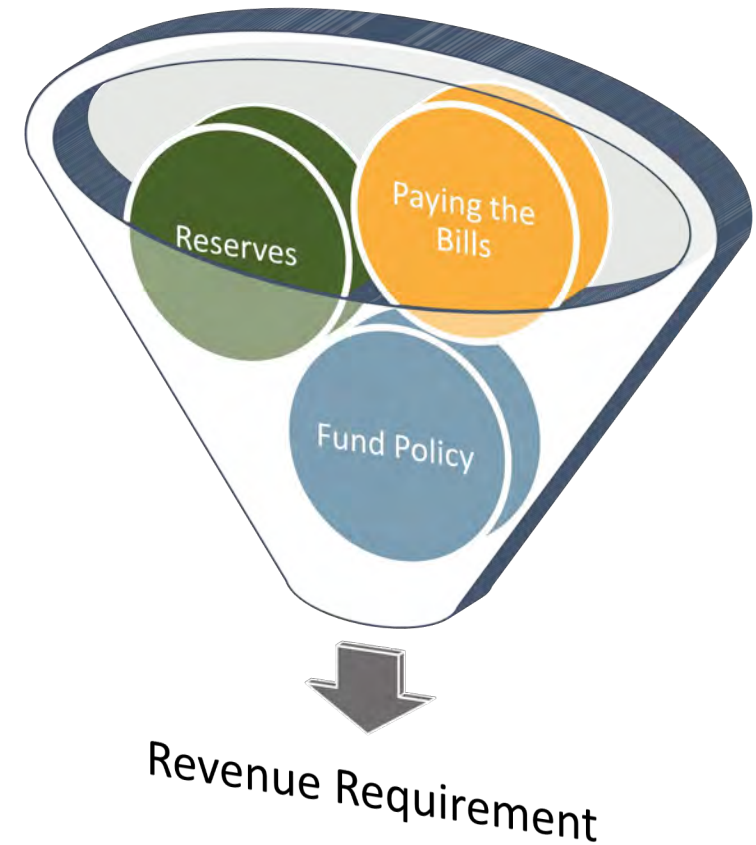


REVENUE REQUIREMENTS

WHAT IS A REVENUE REQUIREMENT?

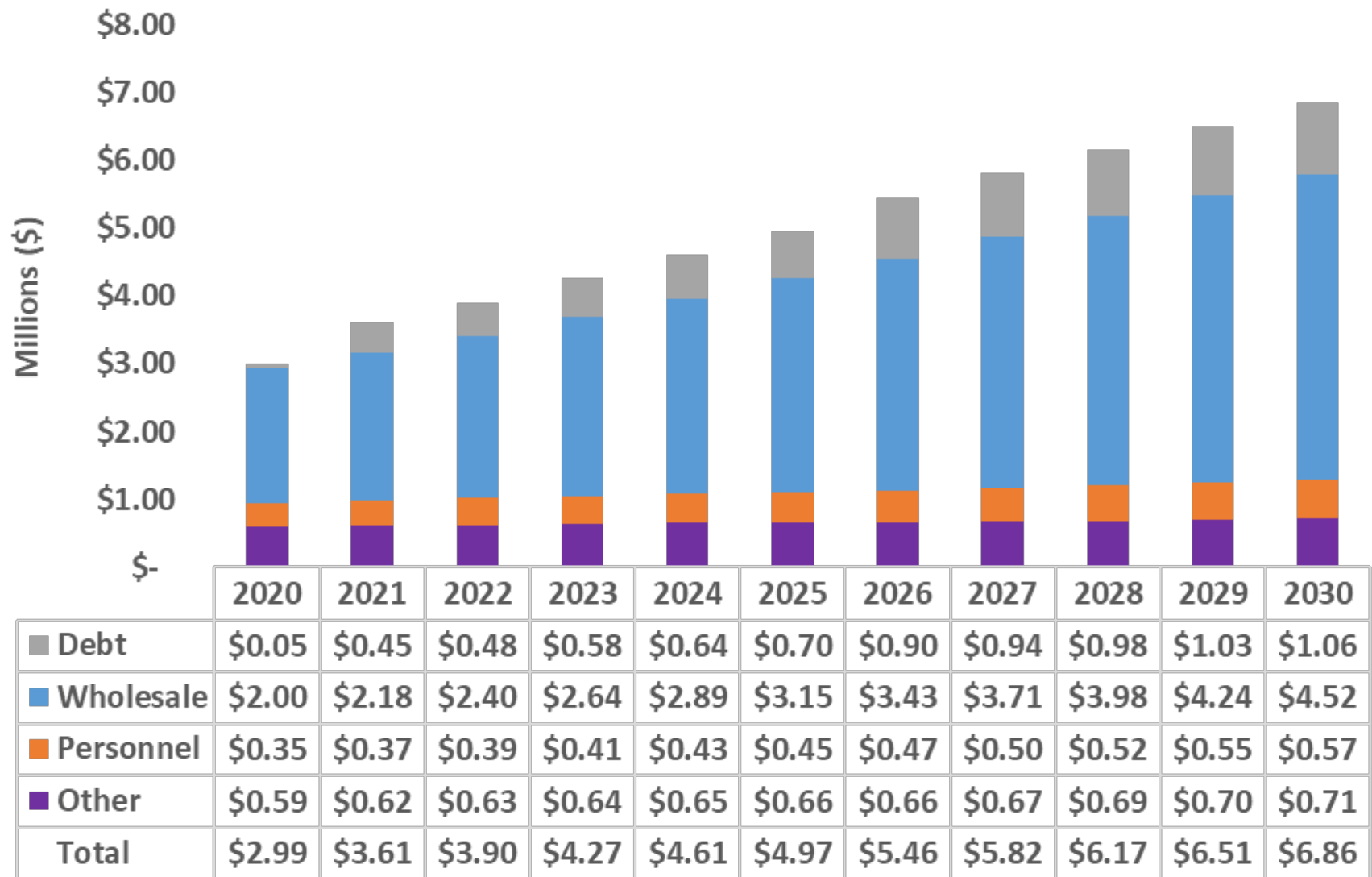
Key questions to consider:

- What financial resources are needed for each year?
- What level of reserves are sufficient?
- What other policies must be met?



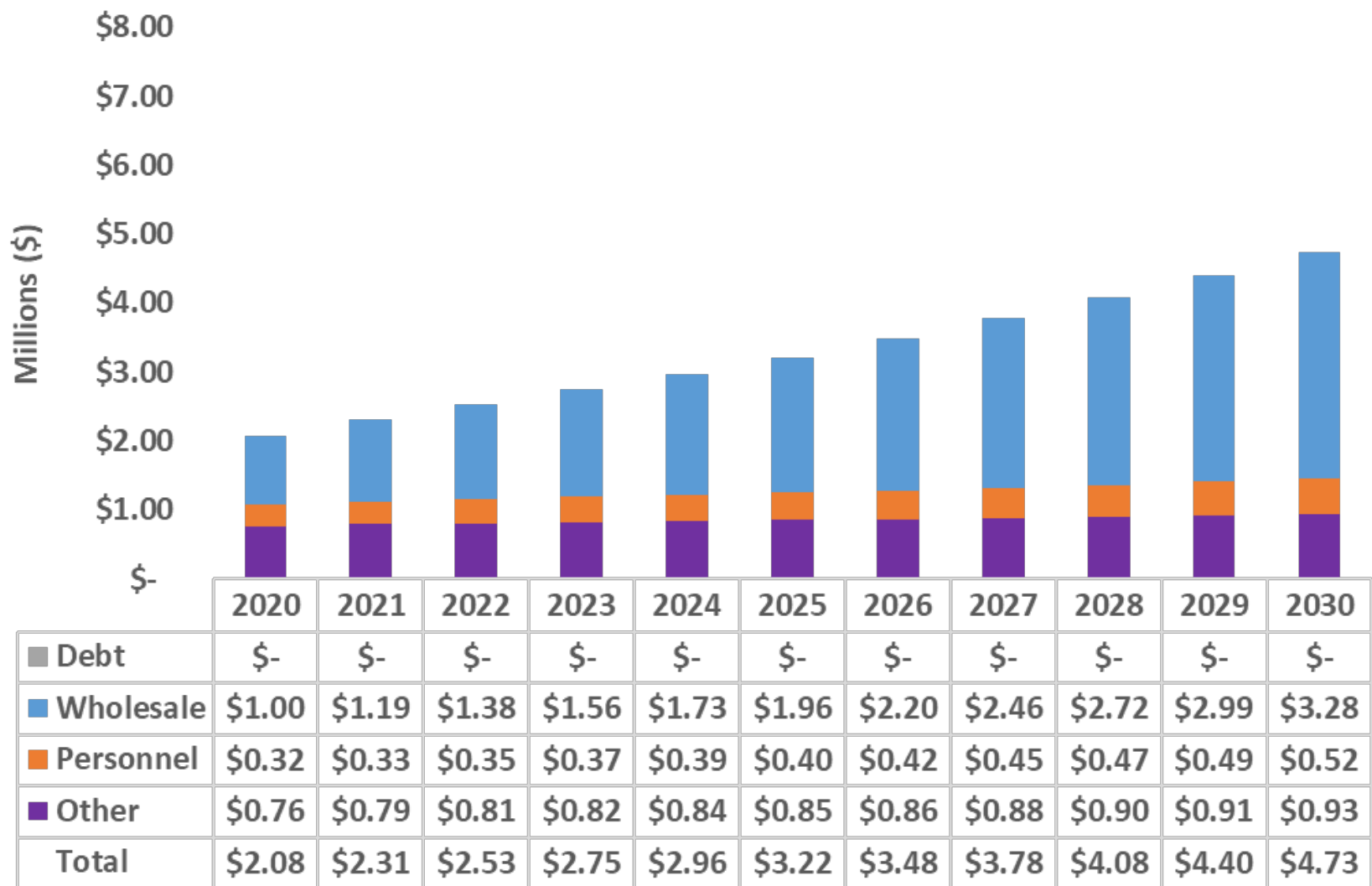
KEY ISSUES

- Moving Utility Costs from General Fund to Utility Fund while Maintaining Fund Metrics
 - 2018 Bond Paid Fully from Utility Fund Only
 - \$100,000 Personnel Cost to Utility Fund
- Growth
 - 400 New Accounts Assumed Each Year



Other includes supplies, maintenance, services, transfers

WATER EXPENSES



Sewer Trunk Line expected to be funded through other sources.

Other includes supplies, maintenance, services, transfers.

WASTEWATER EXPENSES

FINANCIAL RESOURCES NEEDED FOR 2020



- \$5,073,680 – Total Expenses
- \$4,728,380 – Revenue Requirement
 - Removes \$345,300 in Non-rate Revenues
 - Water Allocation:
\$2,706,548 (57%)
 - Wastewater Allocation:
\$2,021,833 (43%)



PROJECTED REVENUE REQUIREMENTS

RATES AND REVENUE PROJECTION

CURRENT RATES

Water

	Residential***	Commercial***
Minimum Charge (3/4")*	\$ 19.50	\$ 29.25
Volumetric Charge**		
0-3,000 gallons	\$ 0.00	
3,001-15,000 gallons	2.75	
15,001-30,000 gallons	3.60	
30,001+ gallons	4.95	
0-15,000 gallons		\$ 4.25
15,001-30,000 gallons		5.15
30,001+ gallons		6.25

*Minimum charge increases with meter size

**Rate is per 1,000 gallons

***Outside Volumetric Rates are 1.5x

CURRENT RATES

Wastewater

	Residential***	Commercial***
Minimum Charge (3/4")*	\$ 19.50	\$ 29.25
Volumetric Charge**		
0-3,000 gallons	\$ 0.00	
3,001+ gallons	5.25	
All gallons		\$ 6.75

*Minimum charge increases with meter size

**Rate is per 1,000 gallons

***Outside Volumetric Rates are 1.5x

CUSTOMER ACCOUNT AND USAGE SUMMARY

	Water			Wastewater	
Class	Counts ¹	Average Consumption ²		Counts ¹	Average Flow ²
Residential Inside	2,624	10,000		2,416	5,000
Residential Outside	0	0		0	0
Multi-Family	44	69,700		44	69,700
Commercial Inside	91	57,000		57	37,900
Commercial Outside	5	24,400		3	5,100
Builder	682	14,100		433	6,500

(1) As of April 2020

(2) Average Usage is the usage per connection per month

CURRENT RATE PERFORMANCE IN FY 2020

Estimated
sufficiency with
current rates

Water

Rate Revenue Requirement	\$2,706,548
Projected Revenue Under Current Rates	2,828,863
Over / (Under) Recovery	<u>\$122,315</u>

Wastewater

Rate Revenue Requirement	\$2,021,833
Projected Revenue Under Current Rates	1,657,499
Over / (Under) Recovery	<u>(\$364,333)</u>

Total Combined Water and Wastewater

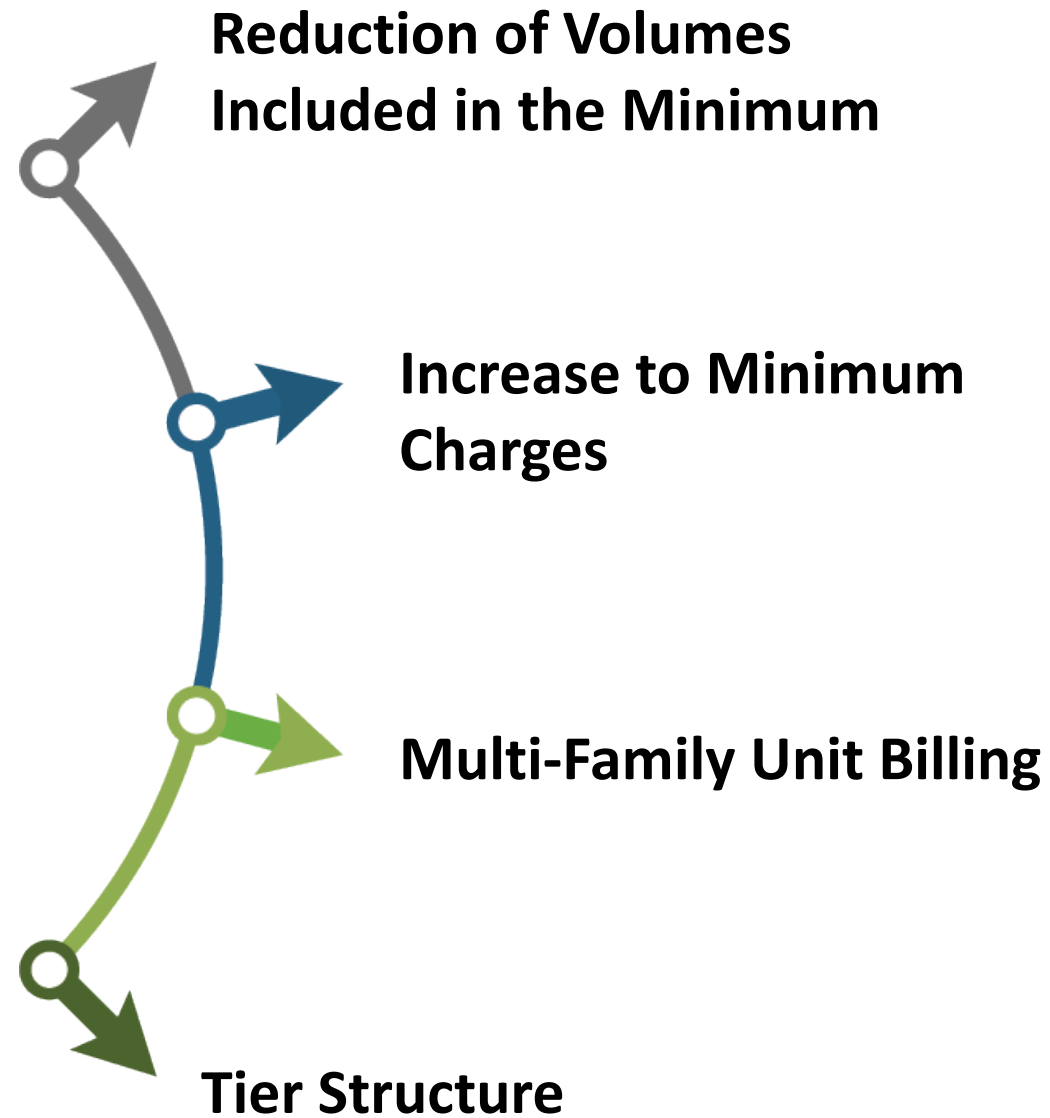
Rate Revenue Requirement	\$4,728,380
Projected Revenue Under Current Rates	4,486,362
Over / (Under) Recovery	<u>(\$242,018)</u>

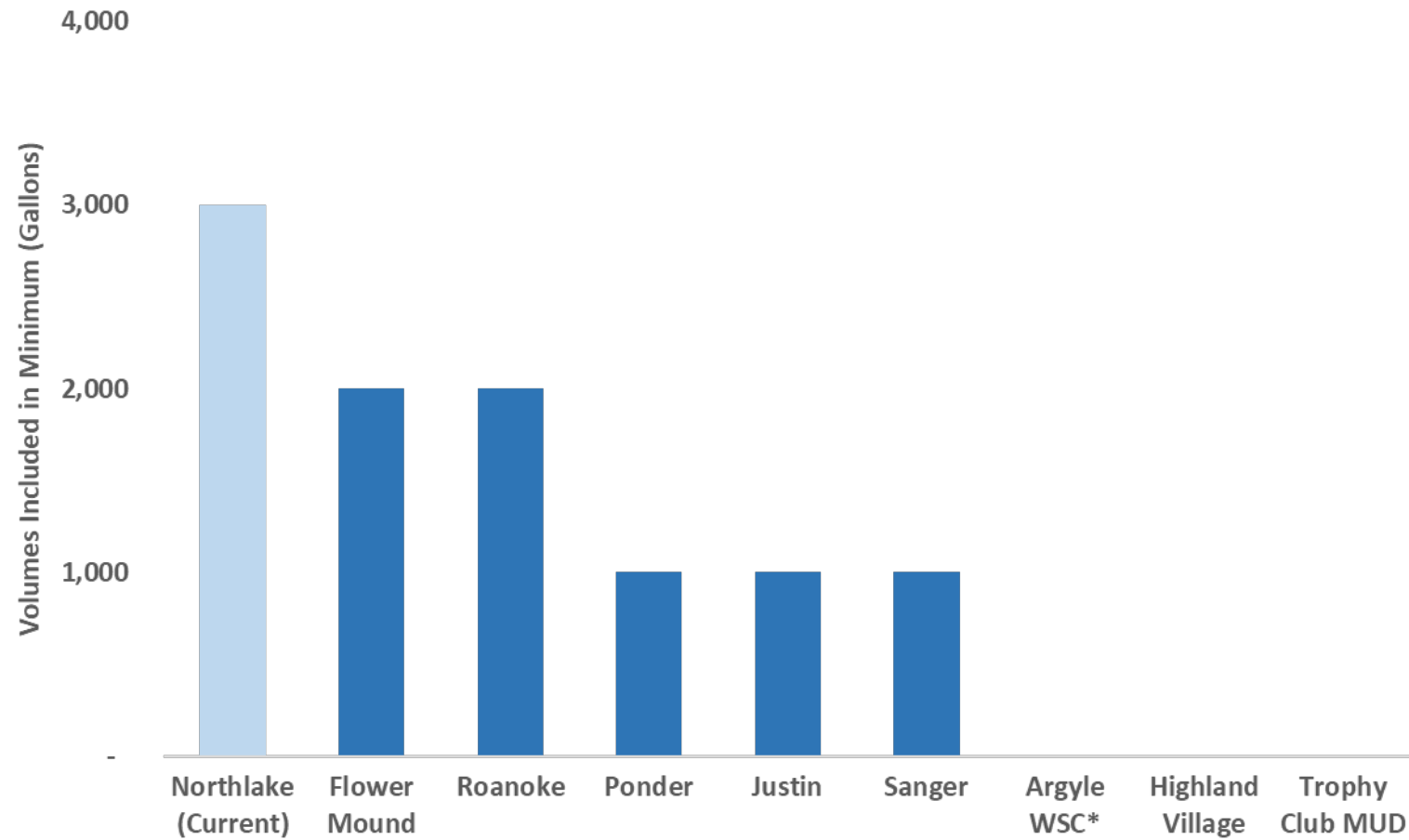
Days Cash on Hand 19

*Projected revenues include year to date actuals through April 2020.

RATE DESIGN OPTIONS

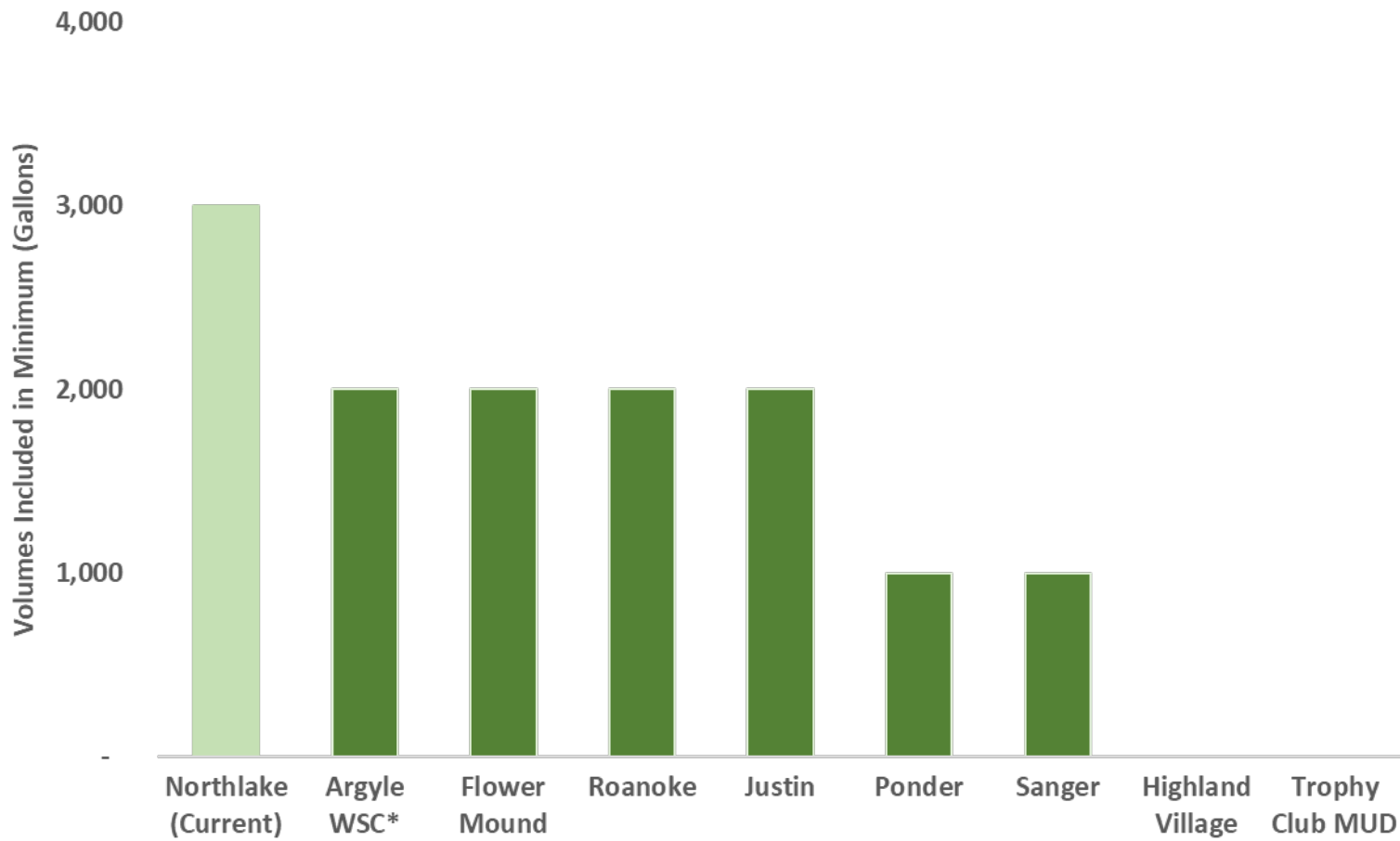
RATE DESIGN OPTIONS





WATER

Volumes in the Minimum Regional Comparison

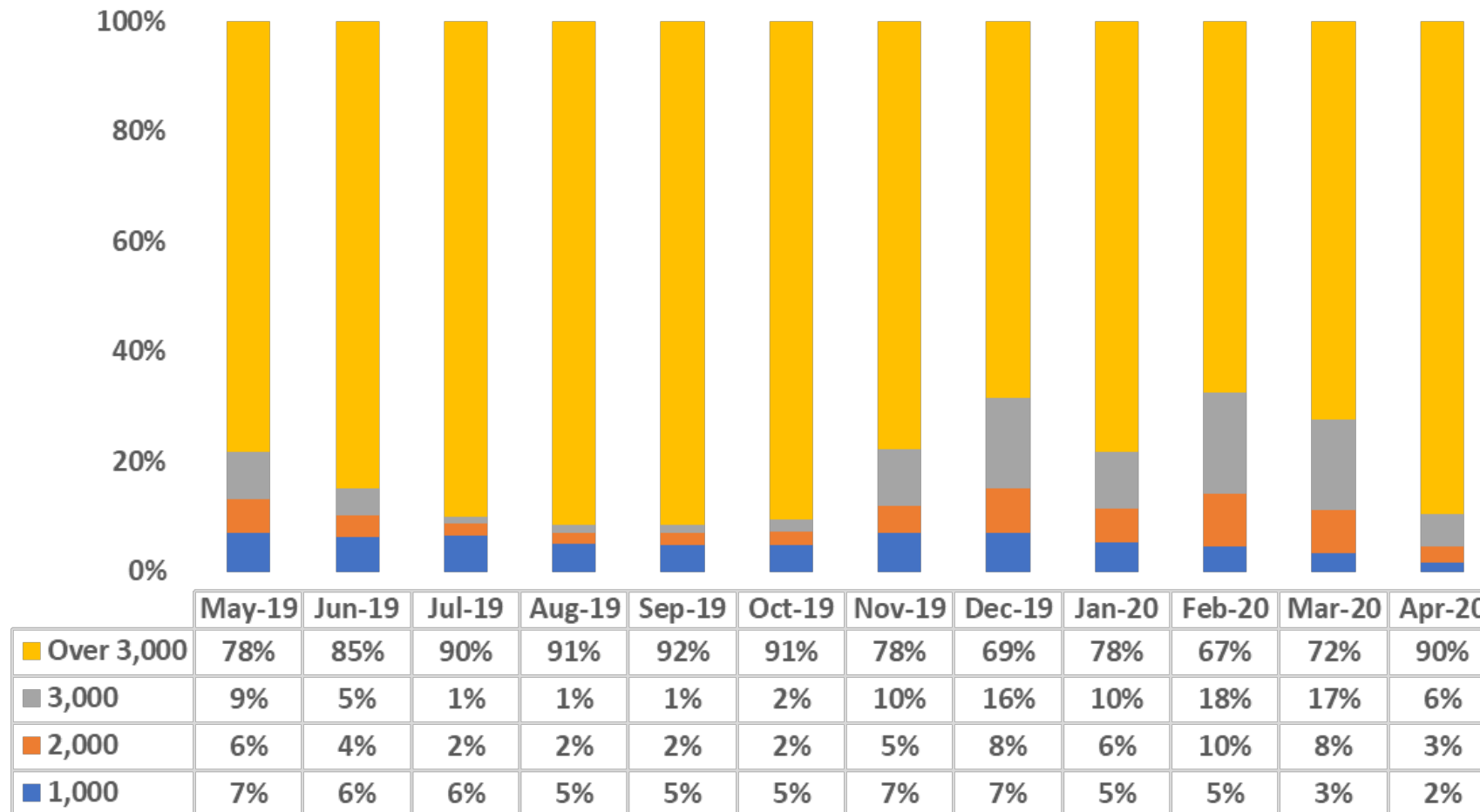


WASTEWATER

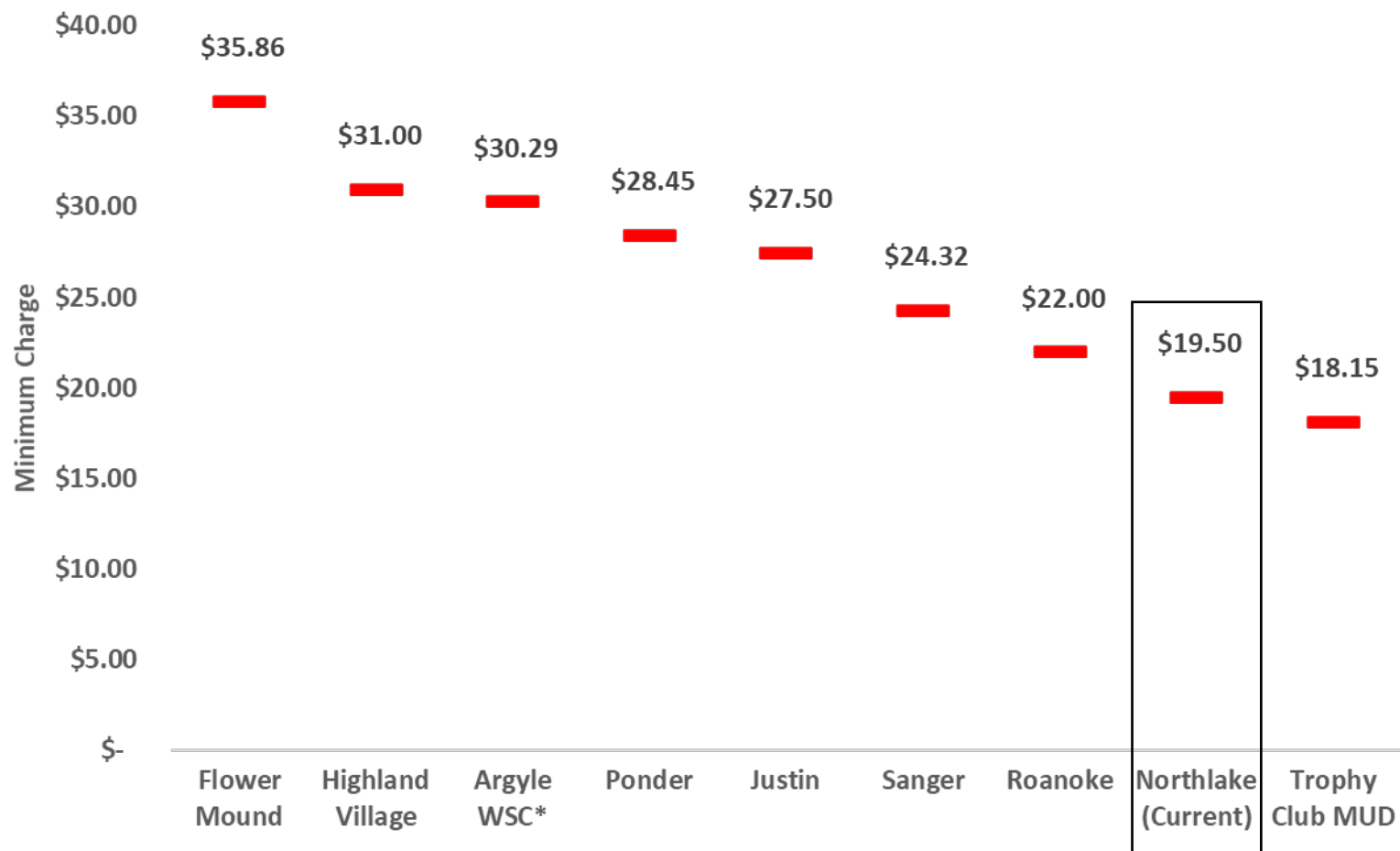
Volumes in Minimum Regional Comparison

WATER

Total Monthly Consumption



*This is representative of the last 12 months to show the amount of usage residential customers reach.



WATER

Minimum Charge Regional Comparison



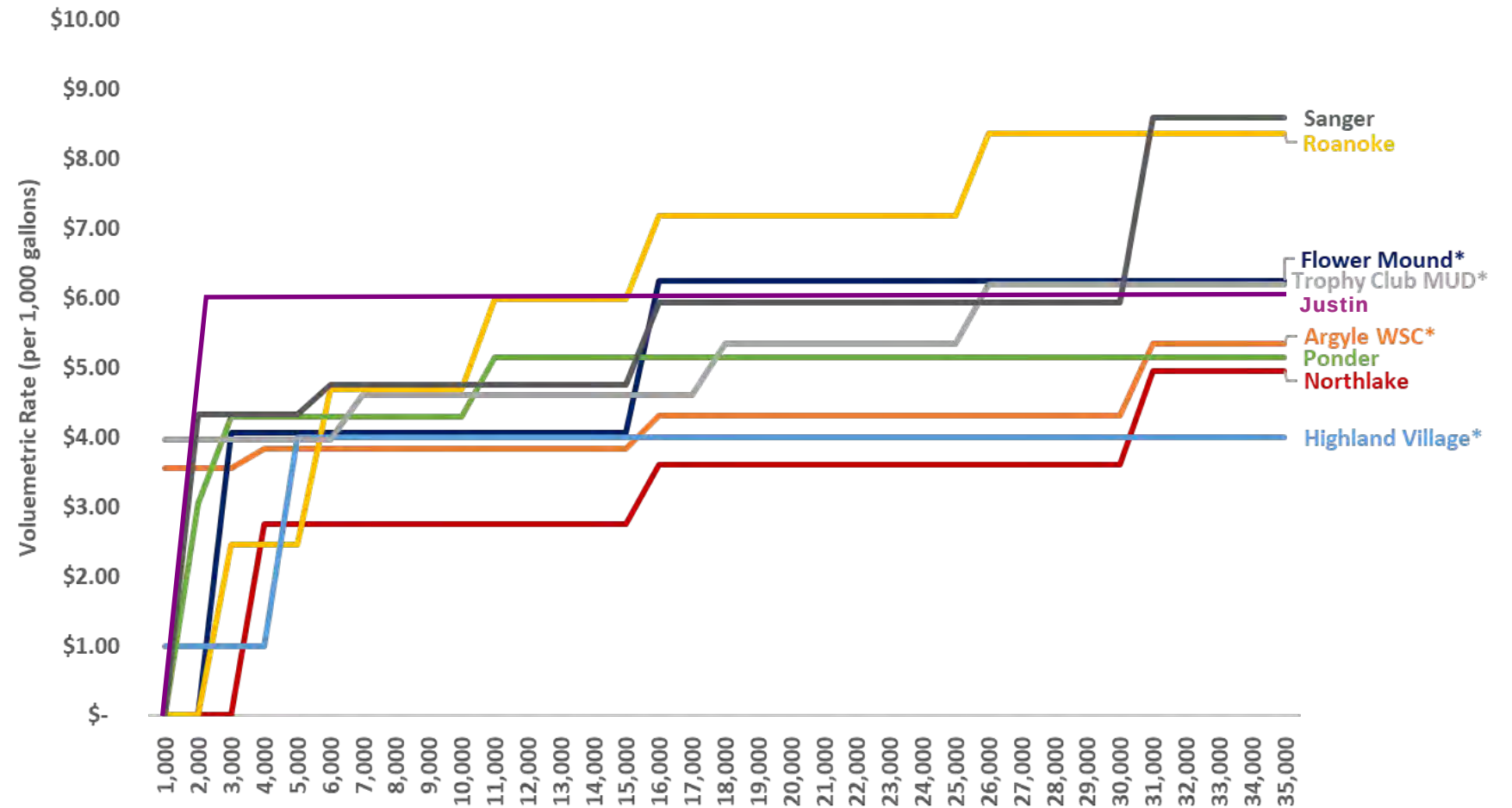
WASTEWATER

Minimum Charge Regional Comparison

MULTI-FAMILY UNIT BILLING

- City has the Option to Bill Multi-Family Customers on a per Unit Basis
 - Minimum and Volumetric Charge Calculated per Unit
 - Currently 44 Accounts with a Total of 1,197 Units
- Per April 2020 Billing Data
 - Average Consumption/Unit = 3,300 gallons
 - Average Water Bill/Unit = \$ 23.70

RESIDENTIAL VOLUMETRIC TIER COMPARISON



*These cities have an additional tier of 50,001 gallons and above. The rate (per 1,000 gallons) for use above 50,000 gallons for each is listed below:

- Argyle = \$8.19
- Flower Mound = \$7.01
- Highland Village = \$16.00
- Trophy Club = \$7.21

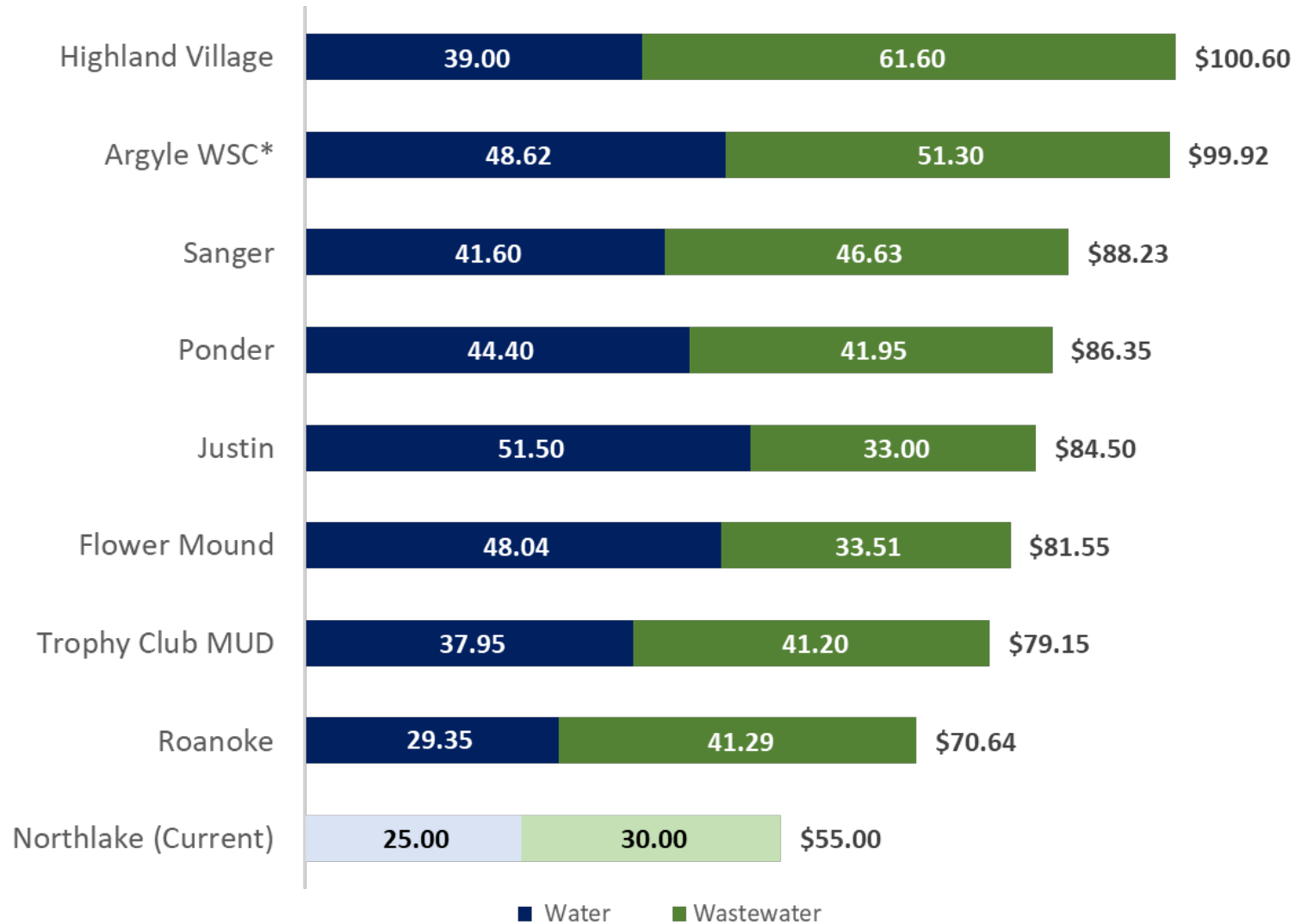
COMMUNITY RATE COMPARISONS



- Comparisons between communities are very common, but may not tell the whole story
- Each system is unique in geography, age of infrastructure, capital maintenance effort, and typical usage patterns

RESIDENTIAL CURRENT RATE COMPARISONS

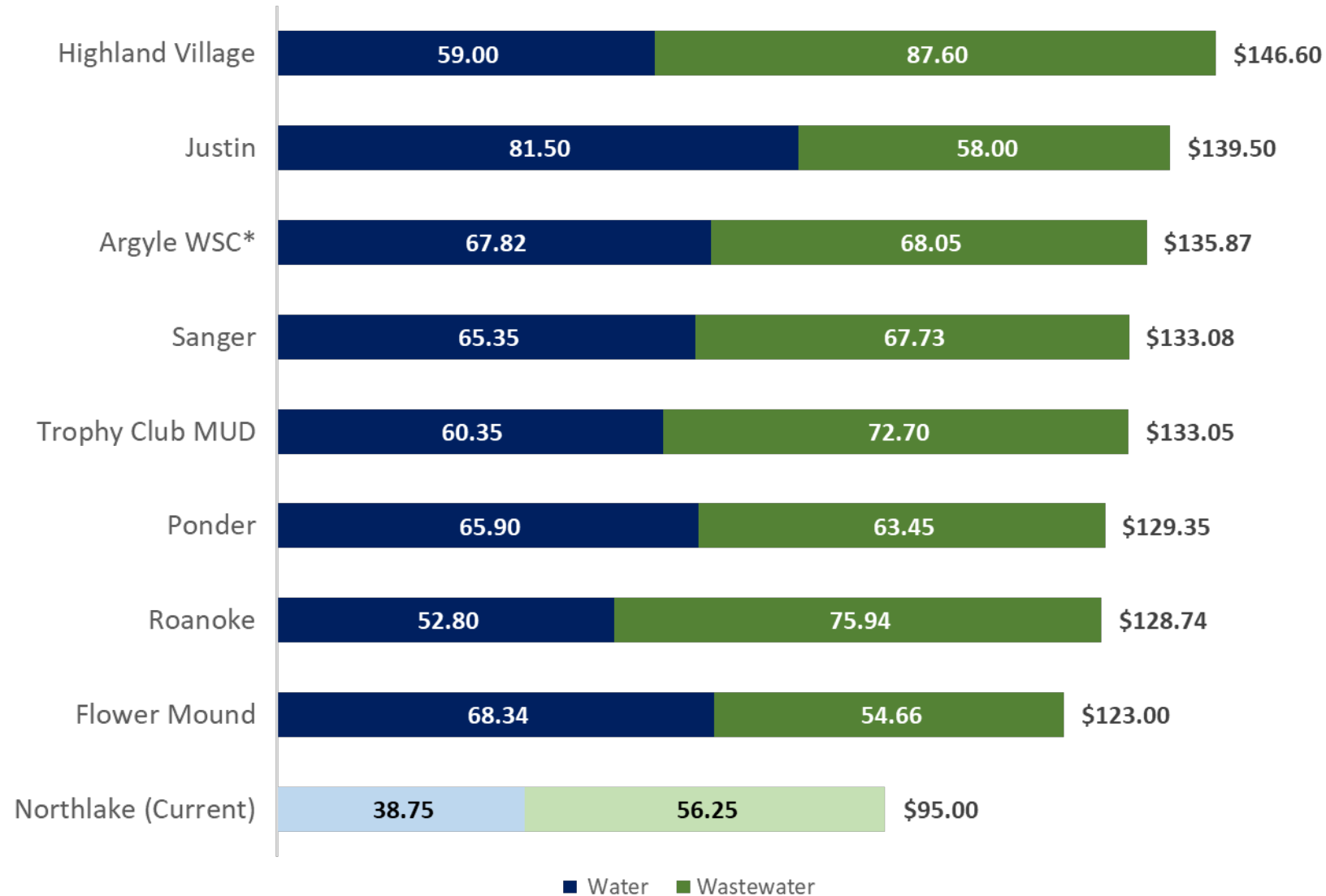
5,000 Gallons



*Argyle WSC only provides water, City of Argyle rates are used for wastewater.

RESIDENTIAL CURRENT RATE COMPARISONS

10,000 Gallons



*Argyle WSC only provides water, City of Argyle rates are used for wastewater.

RATE DESIGN OPTIONS & FINANCIAL IMPACT

- Reduce Minimum Volumes to 2,000 Gallons
 - Approximately \$212,000 Total Additional Revenues
- Multi-Family Unit Billing
 - Approximately \$27,500 Total Additional Revenues
- \$1 on Minimum
 - Approximately \$83,200 Total Additional Revenues

NEXT STEPS

- Council Feedback
- Receive Direction on Rate Structure Changes
- Schedule Next Meeting
- Update with Draft FY 2021 Budget



THANK YOU FOR YOUR TIME

NEWGEN STRATEGIES AND SOLUTIONS
275 W. CAMPBELL ROAD, SUITE 440
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Regular Meeting
Agenda Item 3



Public Input

Agenda Item 4



Regular Items

Agenda Item 5

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: TEXAS LOCAL GOVERNMENT CODE SECTION 271.100:
COOPERATIVE PURCHASING PROGRAM

SUBJECT: DENTON COUNTY JOINT COOPERATIVE PURCHASING AGREEMENT



GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

Texas State law allows for local governments to enter into cooperative purchasing agreements to allow access to contracts with vendors for the purchase of materials, supplies, services, or equipment. For many years the Town of Northlake has benefitted from Denton County's purchasing power. To reciprocate, Denton County is asking to take advantage of any contracts we may have. Cooperative purchasing agreements create cost savings by reducing bidding for the same item multiple times by each individual entity.

COUNCIL ACTION:

- Approve agreement to provide reciprocal consideration to Denton County

**INTERLOCAL COOPERATIVE PURCHASING AGREEMENT
BETWEEN THE TOWN OF NORTHLAKE AND DENTON COUNTY, TEXAS**

STATE OF TEXAS

COUNTY OF DENTON

THIS AGREEMENT is made on the _____ day of _____, 2020, between the Denton County, and the **Town of Northlake**; jointly referred to herein as “parties”.

WHEREAS, the respective parties are authorized by the Interlocal Cooperation Act, V.T.C.A. Government Code, Chapter 791, to enter into joint contracts and agreements for the performance of governmental functions and services including administrative functions normally associated with the operation of government such as purchasing of necessary materials and supplies;

WHEREAS, it is the desire of the aforesaid parties to comply with and further the policies and purpose of the Interlocal Cooperation Act;

WHEREAS, the parties cannot normally obtain the best possible purchase price for materials and supplies acting individually and without cooperation; and

WHEREAS, it is deemed in the best interest of all parties that said governments do enter into a mutually satisfactory agreement for the purchase of certain materials and supplies;

WHEREAS, the parties, in performing governmental functions or in paying for the performance of governmental functions hereunder shall make that performance or those payments from current revenues legally available to that party;

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants and conditions contained herein and pursuant to the authority permitted under the Interlocal Cooperation Act, promise and agree as follows:

**I.
Purpose**

The purpose of this Agreement is to authorize the parties’ mutual participation in various contracts for the purchase of various goods and services. Participation in this cooperative program will be highly beneficial to the taxpayers of the participating parties through anticipated savings to be realized.

II. Duration of Agreement

This Agreement shall be in effect from the date of execution until terminated by either party to the agreement.

III. Relationship of Parties

It is agreed that the parties, in receiving products and/or services specified in this agreement, shall act as an independent purchaser and shall have control of its needs and the manner in which they are acquired. Neither party is an agent, employee or joint enterprise of the other, and each party is responsible for its own actions, forbearance, negligence and deeds, and for those of its agents or employees, in conjunction with the utilization and/or cooperative solicitation of any Supplier Agreement obtained in accordance with Texas law.

Parties shall notify all participating entities of available contracts to include terms of contract, commodity cost, contact names and addresses, and shall keep participating parties informed of all changes to the Cooperative Purchasing list of contracts.

Nothing in this agreement shall prevent any participating party from accepting and awarding bids for commodities subject to this agreement individually and in its own behalf.

Purchasing Agent is hereby designated as the official representative to act for Denton County in all matters relating to this agreement.

_____ is hereby designated as the official representative to act for the **Town of Northlake** in all matters relating to this agreement.

IV. Purchase of Goods and Services

All products and services shall be procured in accordance with procedures governing competitive bids and competitive proposals.

The parties will be able to purchase from those contracts established by the other where notice has been given in the specifications and successful bidder has accepted terms for Cooperative Purchasing Agreements for local governments.

The parties hereto agree that the ordering of products and services through this agreement shall be their individual responsibility and that the successful bidder or bidders shall bill each party directly, or as deemed advantageous to both parties.

The parties agree to pay successful bidders or anticipating governments directly for all products or services received from current revenues available for such purchase. Each party shall be liable to the successful bidder only for products and services ordered by and received by it, and shall not by the execution of this agreement assume any additional liability.

Parties do not warrant and are not responsible for the quality or delivery of products or services from successful bidder. The participating parties shall receive all warranties provided by successful bidder for the products or services purchased.

In the event that any dispute arises between individual parties and a successful bidder, the same shall be handled by and between the participating party's governmental body and the bidder.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized officers thereon the day and the year first above written.

DENTON COUNTY, TEXAS

By: Andy Eads
Denton County Judge

By: **TOWN OF NORTHLAKE**

Acting on behalf of and by authority
of the Denton County Commissioners Court

Approved as to content:

Director of Purchasing

Approved as to form:

Assistant District Attorney

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: TX LGC SECTION 272.006 SALE OF LAW ENFORCEMENT VEHICLES
TEX. CONST. ART. 111, § 52(S); AND ART. XI § 3

SUBJECT: SURPLUS INVENTORY



GOALS/OBJECTIVES:

Effectively Manage Public Resources

BACKGROUND INFORMATION:

Texas State law allows local governments to sale or transfer Law Enforcement vehicles. All ancillary equipment and Northlake emblems will be removed from the vehicles before sale or transfer.

State law also allows municipalities to dispose of all other surplus property and defines who is responsible for the disposition by auction, destruction, or donation.

Surplus property includes:

- Replaced decommissioned patrol vehicles
- Seized vehicles
- Unneeded furniture

COUNCIL ACTION:

Approve resolution and authorize the Town Administrator to dispose of the property



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 20 -12

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS,
DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE TOWN TO BE
SURPLUS PROPERTY AND AUTHORIZING THE TOWN ADMINISTRATOR TO
DISPOSE OF SUCH PROPERTY**

WHEREAS, The Town Council of the Town of Northlake, Texas, has determined that certain personal property owned by the Town in the form of certain equipment is no longer needed; has been replaced by other equipment; and is no longer necessary for the Town's current or foreseeable needs; and

WHEREAS, such surplus property, while no longer being of value or benefit to the Town, may be of benefit or value to some other person or entity; and

WHEREAS, the Texas Government Code authorizes the Town to dispose of surplus proper.

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

SECTION 1. The Town Council hereby finds and determines that the property identified on the attached Exhibit "A", which is hereby incorporated and made part of this Resolution as if set forth fully at length is no longer necessary for the operations of the Town of Northlake and is hereby declared to be surplus property in accordance with the Texas Government Code.

SECTION 2. The Town Administrator is hereby directed to take all reasonable steps to dispose of such items of surplus property and the proceeds there from shall be deposited to the General Fund or appropriate fund.

PASSED AND APPROVED ON THIS THE 28TH DAY OF MAY 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

EXHIBIT "A"

Desks:

- 1 Metal desk with wood grain top
- 1 Dark Brown L shaped desk with separate hutch (former CID)
- 1 Dark brown and black L shaped desk with hutch (former Court)
- 1 Dark Brown L shaped desk (former Public Works)
- 3 Light brown wood desks with storage attached (former Sergeants)

Lockers:

- 12 metal lockers

Chairs:

- High back Desk Chairs – 11
- Office chairs - 6

Filing Cabinets:

- 6 – 4 drawer metal filing cabinets
- 1 – 2 drawer metal filing cabinet
- 1 - 5 drawer metal lateral filing cabinet
- 3 – 2 drawer wooden rolling filing cabinets

Appliances:

- Standard size refrigerator
- Mini fridge

Vehicles:

- | | |
|------------------------|----------------------------|
| 2011 Chevrolet Tahoe – | VIN 1GNLC2E03B6332514 (17) |
| 2015 Chevrolet Tahoe – | VIN 1GNLC2EC7FR571080 (21) |
| 2009 Dodge Charger – | 2B3KA43T09H567631 (12) |

Equipment:

- | | | |
|--------------------------|--------------------|---------------------|
| Cub Cadet Mower 50" Deck | Model# 17A12ACP056 | Serial# 1K218G20085 |
|--------------------------|--------------------|---------------------|

Seized Vehicles:

- | | |
|-------------------------|-----------------------------------|
| 2008 Chevrolet Malibu – | VIN 1G1ZK57798F219901 (Maroon) |
| 2004 Cadillac Deville – | VIN 1G6KD54Y94U104935 (Champagne) |

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 28, 2020

REF. DOC.: NORTHLAKE WATER SYSTEM MASTER PLAN

SUBJECT: WATER LINE AND TEMPORARY CONSTRUCTION EASEMENT
ACQUISITION FROM INTERCAPITAL CREEKSIDE, LLC.



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide adequate Town facilities (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)

BACKGROUND INFORMATION:

At the September 13, 2018 meeting, Town Council authorized the issuance of \$12,190,000 for public improvements financed by general debt service with water impact fees and water operating revenues to supplement payments. The proposed improvements are a 1.25-million-gallon elevated water storage tank in the North Pressure Plain, and a 0.75-million-gallon elevated water storage tank, 0.5-million-gallon ground water storage tank, and pump for Phase II improvements in the South Pressure Plain.

Specifically, in the South Pressure Plain, the Town has acquired the site for the elevated water storage tank, and the site for the ground water storage tank and pump station. With the pump station acquisition, the Town acquired all necessary water line easements except for a section on the north boundary of Creekside Apartments. The project engineer originally assumed that the drainage easement north of Creekside could accommodate the water line. However, the drainage channel cannot.

Town staff has worked with the owner of Creekside Apartments, Dayrise Residential under the name of InterCapital Creekside to acquire the remaining easements necessary for the project.

COUNCIL DIRECTION:

- Authorize Town Administrator to acquire easements



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-13

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO ACQUIRE WATER LINE AND TEMPORARY CONSTRUCTION EASEMENTS FROM INTERCAPITAL CREEKSIDE, LLC FOR SOUTHSIDE WATER SYSTEM IMPROVEMENTS AT A COST NOT TO EXCEED \$10,000.

WHEREAS, the Town Council of the Town of Northlake, Texas, understands the need to provide a safe and reliable water system to customers and the public; and

WHEREAS, the Town of Northlake possesses water certificate of convenience and necessity No. 12915 and is obligated to provide water to the certificated area; and

WHEREAS, in 1997, the Town entered into a customer contract with City of Fort Worth for the purchase of wholesale treated water; and

WHEREAS, the contract with Fort Worth explicitly states that water pressures that the Town of Northlake currently enjoy are not guaranteed and can be reduced with no recourse; and

WHEREAS, the Town received \$12,218,908.10 of proceeds from Certificates of Obligation (Series 2018) to fund this project and other water system improvements; and

WHEREAS, of the \$12,218,908.10, \$8,400,000 was budgeted for the southern plain improvement projects; and

WHEREAS, a water pipeline to connect the future water tower with the existing point-of-delivery from Fort Worth located at I-35W NB FR to future pump station and ground storage located at SH 114 WB is needed; and

WHEREAS, the Town has acquired the elevated water tower site, pump station site, and waterline and temporary construction easements for said water pipeline project with the exception of a section along the north side of the Creekside Apartments; and

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

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



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to acquire water line and temporary construction easements from Intercapital Creekside, LLC owner of Creekside Apartments in furtherance of the water pipeline project as described herein.

SECTION 3. The Town Administrator is hereby authorized, on behalf of the Town, to acquire any and all necessary easements from Intercapital Creekside, LLC for the water pipeline project at a cost not to exceed \$10,000.00 from funds identified in the Series 2018 Certificates of Obligations.

PASSED AND APPROVED ON THIS THE 28TH DAY OF MAY 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
JIMMY LAMBERT, COUNCIL PLACE 2

BRIAN MONTINI, MAYOR PRO TEM, COUNCIL PLACE 3
ROGER SESSIONS, COUNCIL PLACE 4
DANNY SIMPSON, COUNCIL PLACE 5

**TOWN COUNCIL
REGULAR MEETING MINUTES
THURSDAY, MAY 28, 2020**

1. Mayor David Rettig called the workshop session to order at 6:30 pm, quorum present
Council present: David Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson
Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; John Zagurski, Finance Director; Robert Crawford, Chief of Police; Michael Coleman, Captain; Brandon Doughty, PW Superintendent; Tara Barton, Communications & Marketing Coordinator; and Shirley Rogers, Town Secretary
Consultants present: Ashley Dierker, Legal Counsel; Terry Morgan, Legal Counsel (by phone); Brian Haynes, Engineer (by phone)
Invocation given by Drew Corn, Town Administrator
Mayor David Rettig led the Pledge of Allegiance
2. Special Recognition
A. Mayor Rettig recognized National Public Works Week May 17th – 23rd, 2020 - Proclamation No. 20-3
3. Briefing Items
B. Proposed Mixed-Use Planned Development on north side of SH 114 between Northport Drive and Ashmore Lane by Nathan Reddin
 - Approx. 17 acres mix of commercial and multi-family uses, allowing for ten (10) buildings consisting of 398 units, max. height of four stories fronting SH 114, has submitted an application for request zoning change, known as Jefferson Northlake. Applicant is JPI
4. Mayor Rettig called the regular meeting to order at 7:31 pm, quorum present
(Briefing Items C & D moved to after Regular Items and before Executive Session)
6. Regular Items
E. Council Member Simpson made the motion to approve the Memo of Understanding for Development of the Foster Tract, an approximately 124-acre tract of land generally located at the northwest corner of Victory Circle and Harmonson Road in the extraterritorial jurisdiction of the Town of Northlake. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Simpson, Sessions, Montini, Lambert, Hardeman
Against: none

- F. Council Member Simpson made the motion to approve the Memo of Understanding for Development of Buchanan Tract, an approximately 230-acre tract of land generally located at the northeast corner of Victory Circle and Harmonson Road and extending east to IH 35W in the extraterritorial jurisdiction of the Town of Northlake. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Simpson, Montini, Sessions, Lambert, Hardeman
Against: none

- G. Mayor Pro Tem Montini made the motion to approve the preliminary plat of Pecan Square Phase 2B, a phase of the Pecan Square development consisting of 503 single-family residential lots and 7 open space lots on 122.73 acres out of the F.W. Thornton Survey, Abstract No. 1244, and the A. McDonald Survey, Abstract No. 785, generally located 1,000 feet south of FM 407 with internal access through previous phases of Pecan Square and extending south to Mulkey Lane, and zoned Mixed-Use Planned Development (MPD). HP Gibbs, LP and Pecan Square 1, LLC are the owners. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # PP-20-003. 2nd by Council Member Simpson

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

Mayor Rettig moved Public Input item before the Regular Items H-K

5. Public Input

Joel McGregor, resident of Northlake comments pertained to Item K, Declaration of Local Public Health Emergency asked for no mandated shutdowns. Commented on Item B proposed MPD allowing for apartments as a use

Laura McGregor, resident of Northlake comments pertained to Item K, Declaration of Local Public Health Emergency and spoke of the wearing of masks and hand washing during COVID-19

6. Regular Items continued

- H. Council Member Sessions made the motion to approve Ordinance No. 20-0514 amending Article 7.03 “Food Service Establishments”, of the Code of Ordinances of the Town of Northlake, Texas, to update references to applicable provisions of state law governing Food Establishments located in the Town. 2nd by Council Member Hardeman

Vote: motion passed unanimous
For: Sessions, Hardeman, Lambert, Montini, Simpson
Against: none

- I. Council Member Sessions made the motion to approve Resolution No. 20-11 nominating Jim Carter to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Sessions, Simpson, Montini, Lambert, Hardeman
Against: none

- J. Council Member Hardeman made the motion to approve the Town Council Meeting Minutes of 4-23-20 with a correction on Item H noted as a modified motion. 2nd by Council Member Lambert

Vote: motion passed unanimous
For: Hardeman, Lambert, Montini, Sessions, Simpson
Against: none

- K. No action taken on modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

3. Mayor Rettig returned to Briefing Items C & D

C. Request for proposals: Depository Bank and Auditor presented by John Zagurski

- Reviewed every five years for depository bank, last request in 2012
- Reviewed every five years for audit services, last request 2011
- Prepared RFP for each and noticed as per state law

D. FY 2021 Budget Outlook and Principles presented by Mayor Rettig

- Council Strategic Goals, Mayoral Budget Principles, Budget Goals
- Revenue Expectation, Property Value Projections
- Staffing Needs, New Positions – Police, Public Works & Administration
- Projected Tax Changes Impact on Average Northlake Homestead

7. Executive Session – Mayor Rettig convened the council into closed session at 9:41pm to discuss the topics listed below: Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (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) Legal advice on any matter related to any posted agenda item;
- (ii) Legal advice related to Ridgeview Estates development options;
- (iii) Pending or contemplated litigation;
- (iv) Supreme Court of Texas - Town of Northlake vs City of Justin. No. 18-0651;
- (v) Case # FP 18-020 considered by the Town at the January 24, 2019 Town Council meeting;
- (vi) Potential litigation related to Eagleton and Applewood road failures;
- (vii) Potential litigation related to Dale Earnhardt Way road failures.

8. Mayor Rettig reconvened the council into open session at 10:30 pm, stating no action was taken as a result of the closed session

9. By general consent, the meeting was adjourned at 10:30 pm

Passed and approved on this the 28th day of May 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



Executive Session

Agenda Item 6