

1. Agenda

Documents:

[NORTHLAKE TOWN COUNCIL AGENDA 6-25-20.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 6-25-20.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
THURSDAY, JUNE 25, 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, June 25, 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 by Mayor David Rettig
 - Invocation given by Justin Paulk, Campus Pastor, Fellowship of the Parks - Northlake
 - Pledge of Allegiance led by Mayor David Rettig
2. Briefing Items
 - A. Update on Stage One Water Conservation Measures and Upper Trinity Treated Water Demand
 - B. Elevated Storage Tank Color Selection
 - C. Budget Outlook and/or Preliminary Budget for Fiscal Year 2020-2021
3. Regular Meeting
 - Call to Order by Mayor David Rettig
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. Consent Items
 - D. Consider a resolution delegating authority to assign and distribute keys and keycards to municipal facilities to Town Administrator or his/her designee (Resolution No. 20-17)
 - E. Consider for approval Town Council Meeting Minutes of 6-11-20
6. Regular Items
 - F. Consider for approval an ordinance approving a Development Agreement between Sandstrom Development Tx, LTD and Town of Northlake, Texas on approximately 34.03 acres of land in the Patrick Rock Survey, Abstract No. 1063, Denton County, Texas for a 31 single-family residential development known as Hawthorne Estates and authorize the Town Administrator to execute the agreement on behalf of the Town

- i. Public Hearing
 - ii. Ordinance No. 20-0625A
- G. Consider for approval a final plat of Lots 55R-1 and 55R-2, Foxbane Estates, being a replat of Lot 55, Foxbane Estates, a 2.830-acre lot located in the extraterritorial jurisdiction of the Town of Northlake at 18524 Jerry Joy Road. Eleutrio & Jo Ellen Alvarez are the owners. KAZ Surveying, Inc. is the applicant/surveyor. Case # FP-20-008
 - i. Public Hearing (required by UDC)
- H. Consider for approval an ordinance modifying the previously adopted residential homestead exemption to ad valorem (property) taxes for all homestead individuals in the Town of Northlake (Ordinance 20-0626B)
- I. Consider appointments to the Northlake Economic Development Board & Northlake Community Development Board of Directors for a two year term
- 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

7. 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. Legal advice on Town's authority regarding annexation, extraterritorial jurisdiction, platting, certificates of convenience and necessity and related regulatory matters;
 - vi. Town of Northlake vs. City of Justin, District Court Cause No. 15-08170-36;
 - vii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084;
 - viii. Potential litigation related to Eagleton and Applewood road failures;
 - ix. Potential litigation related to Dale Earnhardt Way road failures.

7. Open Session

- a. Action as needed on executive session items

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 18th day of June 2020 by 6:30 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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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: JUNE 25, 2020

ITEM: WORKSHOP SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: JUNE 25, 2020

ITEM: BRIEFING ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF. DOC.: NORTHLAKE CODE OF ORDINANCES ARTICLE 12.08 WATER CONSERVATION

SUBJECT: UPDATE ON STAGE ONE WATER CONSERVATION MEASURES AND UPPER TRINITY TREATED WATER DEMAND



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:

The Town of Northlake purchases wholesale treated water from Upper Trinity Regional Water District (UTRWD). The two main charges are an annual fixed cost of \$1,256,486 based on the Town's subscription and a volume charge which varies with usage. Last year the volume charges were approximately \$425,000. From June 2018 until June 17th, the Town's subscription was 2.8 million gallons/day (MGD). The current volume rate is \$1.12 per 1,000 gallons used. Staff has confirmed that subscriptions can be raised in increments of 100,000 gallons but cannot be lowered and increases are backdated to June 1st.

Per Article 12.08 of the Town Code of Ordinances, Northlake has three water management (conservation) stages: Stage One – Water Watch, Stage Two – Water Warning, and Stage Three – Water Emergency. Stage One is triggered when demand exceeds 80% of deliverable capacity (our subscription), Stage Two at 85%, and Stage Three at 90%. Among other measures the primary tool to lower water consumption is limiting the number of outdoor watering days. Stage One limits watering to twice per week, Stage Two – once per week, and Stage Three – no watering.

DEMAND AND USAGE FOR JUNE WITH RESTRICTIONS:

June	Day	Restriction	Schedule	Subscription	Daily Usage	Percent
1	Mon			2.8	2.13	76%
2	Tue				1.96	70%
3	Wed				2.88	103%
4	Thu				2.80	100%
5	Fri	Stage One	Business		2.74	98%
6	Sat		Res. Even		1.90	68%
7	Sun		Res. Odd		2.18	78%
8	Mon		None		2.41	86%
9	Tue		Business		3.00	107%
10	Wed		Res. Even		3.08	110%
11	Thu		Res. Odd		2.91	104%
12	Fri		Business		3.34	119%
13	Sat		Res. Even		2.61	93%

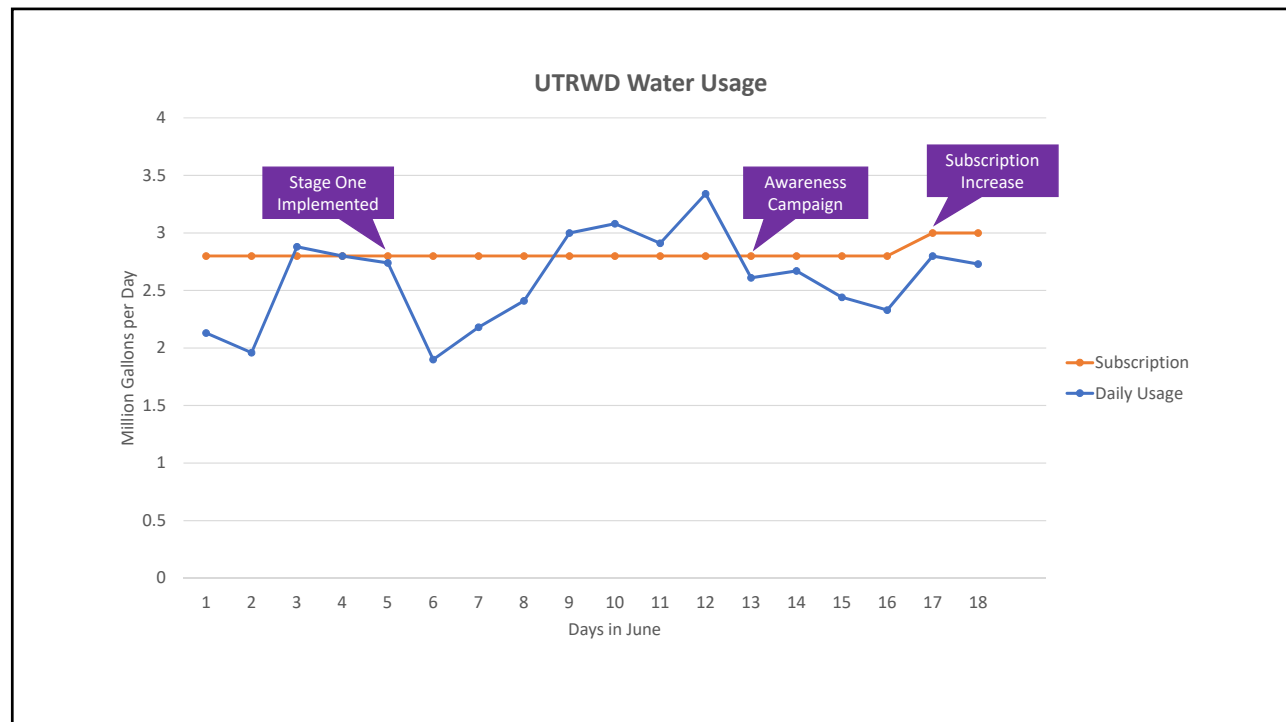
June	Day	Restriction	Schedule	Subscription	Daily Usage	Percent
14	Sun		Res. Odd		2.67	95%
15	Mon		None		2.44	87%
16	Tue		Business		2.33	83%
17	Wed		Res. Even	3.0	2.8	93%
18	Thu		Res. Odd		2.73	91%

On Friday, June 5th Town staff observed three consecutive days of usage above 80% of capacity and, per Northlake ordinance, the Town initiated Stage One watering restrictions. For the first few days of the Stage One, a noticeable decrease in usage was observed. However, usage quickly climbed to usage over 100% of capacity. Town Public Works staff worked diligently with UTRWD to balance the supply of treated water. Per ordinance the Town could have entered Stage Two with three days of 85% of capacity but sought to encourage conservation through a public awareness campaign. Town staff also sent emails to customers who were not following their watering day. Town staff may issue citations for watering on the wrong day but has not for now.

After the awareness campaign, emails and door hangers, some decreases in usage have been observed but usage is still over 85% of capacity, which typically would cause entering Stage Two. To avoid Stage Two, the Town increased the UTRWD subscription by 0.2 MGD to 3.0 MGD, an increase in the demand charge of \$7,479 per month. If the usage trends continue to increase, the Town has two options: 1) further increase the subscription which will be back-charged to June 1st and cannot be lowered even in low usage winter months; or 2) enter Stage Two – Water Warning which limits outdoor watering to once per week.

NEXT STEPS:

- Council direction and feedback on water conservation stages and UTRWD subscription



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June	Day	Restriction	Watering	Subscription	Daily Usage	Percent
1	Mon		All	2.8	2.13	76%
2	Tue		All		1.96	70%
3	Wed		All		2.88	103%
4	Thu		All		2.80	100%
5	Fri	Stage One	Business		2.74	98%
6	Sat		Res. Even		1.90	68%
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NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF. DOC. : CONTRACT AWARD TO LANDMARK STRUCTURES I, LP, 11-14-19

SUBJECT: NORTH ELEVATED STORAGE TANK COLOR SELECTION



STRATEGIC GOALS/OBJECTIVES:

- Define and Strengthen our Identity; Develop an identifiable Northlake brand
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system

BACKGROUND INFORMATION:

- November 14, 2019 – awarded construction contract for 1.25-million-gallon elevated water storage tank in the amount of \$3,069,000 to Landmark Structures I, LP.
- December 12, 2019 – Town staff briefed Council on potential design elements
- Landmark began construction January 2020 and will complete the tower in May 2021

COUNCIL DIRECTION:

- Select color from attached options

TNEMEC - WATER TOWER COLOR OPTIONS

WINTER MIST



TANK WHITE



SPRINGWATER



CONSTELLATION





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Page 2

VISION

Northlake honors its rural legacy while thriving as a multi-generational, family-oriented and highly engaged community.

MISSION

Our mission is to create and sustain a high quality of life for Northlake citizens by respecting our heritage and partnering with the community to provide exceptional services, responsive governance, and thoughtfully managed growth.

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COUNCIL STRATEGIC GOALS

-  CONTROL OUR OWN DESTINY
-  DEFINE & STRENGTHEN OUR IDENTITY
-  EFFECTIVELY MANAGE PUBLIC RESOURCES
-  SYSTEMATICALLY INVEST IN INFRASTRUCTURE
-  DIVERSIFY THE TAX BASE
-  OPERATE EFFICIENTLY & EFFECTIVELY
-  PROMOTE PUBLIC INVOLVEMENT
-  RESPONSIBLY MANAGE GROWTH

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MAYORAL BUDGET PRINCIPLES

	Balance Budget while Investing in Future Capabilities
	Recruit and Retain Highly Qualified and Motivated Personnel
	Ensure Sustainable Development through Strategic Planning
	Attract Businesses to Diversify Future Tax Base
	Improve, Construct and Repair Road, Water, Sewer and Drainage Infrastructure
	Increase Staffing to Maintain Current Service Levels
	Invest in Equipment and Technology to Increase Productivity & Efficiency

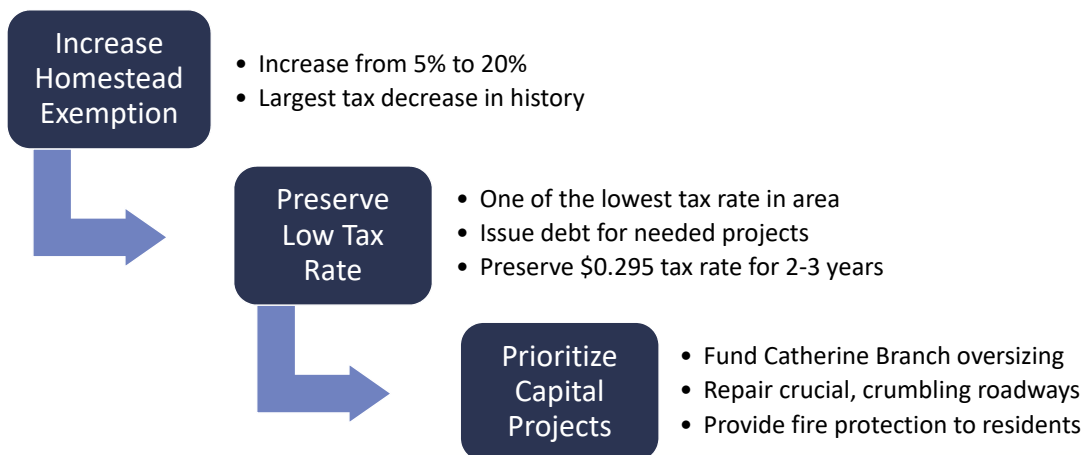
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BUDGET GOALS

- Provide property tax relief to residential homesteads
- Invest in infrastructure to meet the needs of the Town
- Fund government functions to sustain current service levels
 - Public safety, road maintenance, water and sewer operations, development oversight, financial administration

BUDGET ROADMAP

STEPS NECESSARY TO BALANCE BUDGET AND MAINTAIN TAX RATE



MAX OUT HOMESTEAD EXEMPTION

INCREASING EXEMPTION FROM 5% TO 20% RETURNS \$148,853 TO RESIDENTS

Taxable Value	Current	Proposed	Difference	Tax Impact
Beginning Homestead Value	331,381,986			
Appraisal Increase Percent	1.5%			
Appraisal Increase Amount	5,008,894			
Homestead Value	336,390,880	336,390,880		
Homestead Exemption Percent	5%	20%		
Homestead Exemption Amount	-16,819,544	-67,278,176	-50,458,632	-\$148,853



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PRESERVE \$0.295 TAX RATE

INCREASE IN I&S RATE STILL REQUIRED

	Residential	Commercial	Ag & Mineral	Total
2020/21 Values	450,000,000	785,000,000	15,000,000	1,250,000,000
20% HS Exemption	-50,458,632			
Revised Values	399,541,368	785,000,000	15,000,000	1,199,541,368
\$0.241 Cap Rate	\$962,895	\$1,891,850	\$36,150	\$2,890,895
\$0.295 Tax Rate	\$1,178,647	\$2,315,750	\$44,250	\$3,538,647
Required Increase in Debt Service to Maintain \$0.295 Tax Rate				\$647,752



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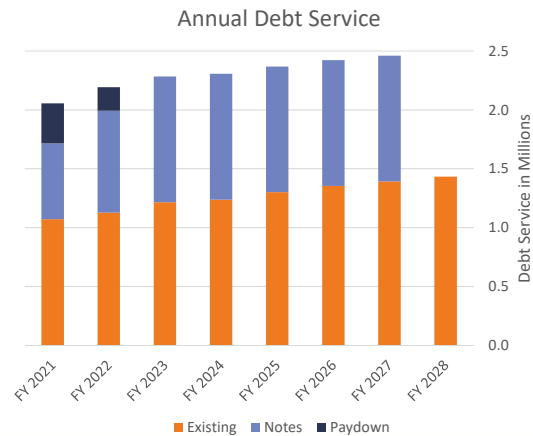


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PROPOSED DEBT ISSUANCE

ESTIMATED DEBT SERVICE TERMS, TYPE, AND AMOUNT

- Short term – Max 7-year note
- Year 1 debt service - \$645,000
- Extra and/or early paydowns
- \$7 million issuance
- Estimated 1.25% interest rate



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CAPITAL IMPROVEMENT PROJECTS

OVERSIZE UTILITY INFRASTRUCTURE PER OUR MASTER PLAN

Project	Infrastructure	Impact Fees	Total
Catherine Branch			
Water Improvements	\$1,900,000	(\$1,200,000)	\$700,000
Sewer Improvements	\$3,600,000	(\$800,000)	\$2,800,000
Road Improvements	\$0	\$0	\$0
Subtotal	\$5,500,000	(\$2,000,000)	\$3,500,000



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FIRE PROTECTION PROJECTS

WATER LINE INSTALLATION WITH FIRE HYDRANTS AND TAPS

Project	Infrastructure	Impact Fees	Total
In-house Construction**			
Schober Road - 8" line (20 homes)	\$200,000	N/A*	\$200,000
Bingham Road - 8" line (9 homes)	\$100,000	N/A*	\$100,000
Subtotal	\$300,000	N/A*	\$300,000
Bid Construction			
Faught/Robson - 12" line (18 homes)	\$1,600,000	(\$600,000)	\$1,000,000
Subtotal	\$1,600,000	(\$600,000)	\$1,000,000

* Project costs not impact fee eligible; new service impact fees \$5,630 per connection

** If projects bid out, 100% estimated cost increase



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CAPITAL IMPROVEMENT PROJECTS

PRIORITIZE PROJECTS FROM TOWN MASTER THOROUGHFARE PLAN

Priority*	Project	Infrastructure	Impact Fees	Total
1	Florance Road (Strader to Yarbrough)	\$2,600,000	(\$600,000)	\$2,000,000
2	Faught Road (Old Justin to Robson Ranch)	\$2,400,000	\$0	\$2,400,000
3	Faught Road (FM 407 to Old Justin)	\$3,100,000	\$0	\$3,100,000
4	Strader Road (Florance to FM 156)	\$8,500,000	\$0	\$8,500,000
	Subtotal	\$16,600,000	(\$600,000)	\$16,000,000

* Prioritization based on road surface condition and traffic usage



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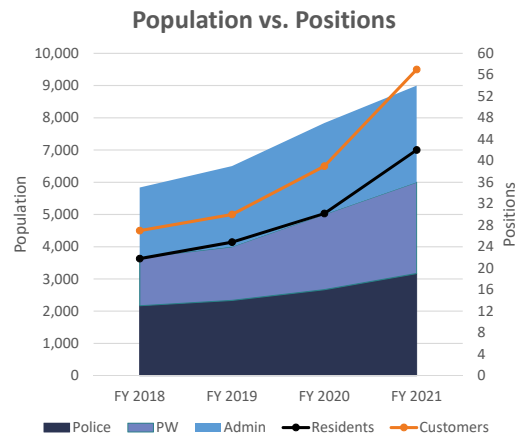


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FY 2021- STAFFING REQUIREMENTS

POSITIONS NEEDED TO MAINTAIN CURRENT SERVICE LEVELS

Priority	Position	Budget
1	Detective	\$93,000
2	Patrol Officer	\$93,000
3	Maintenance Worker	\$66,800
4	Patrol Officer	\$93,000
5	Management Assistant	\$84,000
6	Maintenance Worker	\$66,800
Total General Fund		\$496,600
1	Equipment Operator	\$71,000
Total Utility Fund		\$71,000



TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: JUNE 25, 2020

ITEM: REGULAR SESSION

CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: JUNE 25, 2020

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: JUNE 25, 2020

ITEM: CONSENT ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF #: COUNCIL RULES OF ORDER AND PROCEDURE

SUBJECT: DELEGATE AUTHORITY TO ASSIGN AND DISTRIBUTE TOWN KEYS
AND KEYCARDS TO TOWN ADMINISTRATOR



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)
- Align with generally accepted Town operations (Mayor Goal)

BACKGROUND INFORMATION:

The Town Council has the authority to determine who is authorized to hold a key to Town facilities. With increase in staff and buildings, and enhanced security features, Mayor Rettig would like Council to consider delegating the assignment and distribution of keys and now keycards to the Town Administrator or his/her designee.

COUNCIL POLICY (PROPOSED CHANGE):

- Authorize the Town Administrator or his/her designee to assign and distribute keys and keycards to all Town facilities



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-17

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO ASSIGN AND DISTRIBUTE KEYS AND KEYCARDS TO TOWN FACILITIES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council has the authority to determine who is authorized to hold a key to Town facilities; and

WHEREAS, as the Town continues to expand its operations to include an increase in staff and buildings that contain enhanced security features, the Town Council has determined that the Town Administrator should be given the authority to assign and distribute keys and keycards in a manner that best suits the operation of the organization.

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

Section 1.

The preambles previously written are true and correct.

Section 2.

The Town Administrator or his/her designee is hereby authorized and charged with managing access to all Town facilities, including, but not limited to, assignment and/or distribution of keys or keycards to all Town facilities.

Section 3.

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

PASSED AND APPROVED this the 25th day of June 2020.

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



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**TOWN COUNCIL
REGULAR MEETING MINUTES
THURSDAY, JUNE 11, 2020**

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 - ix. Potential litigation related to Eagleton and Applewood road failures;
 - x. Potential litigation related to Dale Earnhardt Way road failures.
 - b. Section 551.072 Deliberations about Real Property – deliberations regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way and drainage easement acquisition from La Estancia LP of a certain 236.108 acres of land located in the F.M. Woodard Survey (Tract 4), Abstract No. 1420A in Northlake, Denton County, Texas for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law

Mayor Rettig reconvened the Town Council from Executive Session at 6:45 pm.

2. Mayor David Rettig convened into regular workshop session at 6:45 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 Services Director; Tara Barton, Communications & Marketing Coordinator; Robert Crawford Chief of Police; Captain Mike Coleman; John Zagurski, Finance Director; and Shirley Rogers, Town Secretary

Consultants present:

Ashley Dierker, Legal Counsel; Terry Morgan, Special Counsel; Brian Haynes, PE, Town Engineer

Invocation given by Dusty Burris, Pastor, Northlake Bible Church

Pledge of Allegiance led by Mayor David Rettig

4. Mayor David Rettig called the regular meeting to order at 6:46 pm, quorum present

5. Public Input

- Joel McGregor, resident of Northlake asked for information/clarification on Item 10-B, since it was listed under executive session if the information was allowed to be made public; and Item 7-F rezoning of property on SH 114, did not want the town to subsidize the development

10. Mayor Rettig moved to Item 10 - Action from Executive Session

- A. Mayor Pro Tem Montini made the motion to direct special counsel to file a petition of intervention in the case of City of Justin vs. Toby Baker, Cause No. D-1-GN-20-002084. 2nd by Council Member Lambert

Vote: motion passed unanimous

For: Montini, Lambert, Hardeman, Sessions, Simpson

Against: none

- B. Council Member Simpson made the motion to authorize the Town Administrator to approve credit of road impact fees in the amount of \$425,950.00 otherwise due from the development of a certain 236.108 acres of land located in the F.M. Woodard Survey (Tract 4), Abstract No. 1420A in Northlake, Denton County, Texas pursuant to Section 9.03.077 of Town ordinances and Chapter 395 of the Texas Local Government Code in exchange for dedication of property to be used for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law. 2nd by Council Member Sessions

Vote: motion passed unanimous

For: Simpson, Sessions, Montini, Lambert, Hardeman

Against: none

6. Consent Items

At the request of Council Member Hardeman, Mayor Rettig pulled all items for further discussion

- B. Council Member Simpson made the motion to approve the Final Plat of Canyon Falls Village W8 & W9, a phase of the Canyon Falls development consisting of 70 single-family residential lots and 3 HOA/Open Space

lots on approximately 16.302 acres of land in the MEP & PRR Survey, Abstract No. 913, generally located north of the terminus of Glendale Lane approximately 650 feet north of Canyon Falls Drive, and zoned Mixed-Use Planned Development (MPD). Nash Canyon Falls, LLC is the owner. Newland Real Estate Group, LLC is the applicant/developer. J. Volk Consulting, Inc. is the engineer/surveyor. Case # FP-20-012. 2nd by Council Member Sessions

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

Representing the developer - Jason Wight, Newland Company

- C. Council Member Simpson made the motion to approve the Final Plat of Harvest Phase 6C, a subdivision consisting of 31 single-family residential lots and 2 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 7.201-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located 700 feet north of Old Justin Road at Harvest Way. Belmont 407, LLC is the owner/applicant. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-20-009. 2nd by Council Member Lambert

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

Representing the developer – Jon Kroehler, Jones & Carter Engineering

- D. Council Member Simpson made the motion to approve Resolution 20-15 approving Town of Northlake Investment Policy. 2nd by Mayor Pro Tem Montini

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

- E. Council Member Simpson made the motion to approve the Town Council Meeting Minutes of 5-28-20. 2nd by Mayor Pro Tem Montini

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

7. Regular Items

- F. Ordinance for a zoning change from C – Commercial to M-PD – Mixed-Use Planned Development for an approximately 17-acre tract of land situated in the L. Medlin Survey, Abstract No. 830 generally located on north side of SH 114 between Northport Drive and Ashmore Lane. Northport Partners, LLC is the owner. JPI is the applicant. Case # PD-20-001

Nathan Reddin, Development Director briefed the council on the request to rezone
Representatives for the project Rusty Ross and Miller Sylvan spoke and answered questions from the council

- a. Mayor Rettig opened the public hearing at 7:26 pm to hear comments for or against the proposed rezoning
- Email received from Jim Jamerson, Sr. VP w Segovia Retail Group, leasing agent and owners of retail strip located at 5000 SH 114 in support the rezoning request by JPI
 - Email received from Gerald Borron, Real Estate Director with Bobby Cox Companies & Rosa's Café are in support of the rezoning request by JPI
- Mayor Rettig closed the public hearing at 7:27 pm

- b. (1st motion) Mayor Pro Tem Montini made the motion to approve Ordinance No. 20-0611. 2nd by Council Member Simpson

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

(2nd motion) Council Member Hardeman made the motion to deny approval of Ordinance No. 20-0611. 2nd by Council Member Lambert

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

- G. Council Member Simpson made the motion to approve Resolution No. 20-14 related to future development concerning Prairie Mound Court. 2nd by Mayor Pro Tem Montini

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

- H. Council Member Hardeman made the motion to approve Resolution No. 20-16 for the appointment of Brandon Barth to the Board of Managers of the Denco Area 9-1-1 District. 2nd by Council Member Lambert

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

- I. Mayor Pro Tem Montini made the motion to approve cancelling the second and fourth Thursday meeting dates in July (9th & 23rd) and meet on the third and fifth Thursdays (July 16th & 30th). 2nd by Council Member Lambert

Vote: motion passed unanimous

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

- J. No action taken 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
- K. Council Member Sessions made the motion to approve the Interlocal Cooperation Agreement with Denton County, Texas for the distribution of Coronavirus Relief Fund to the Town of Northlake. 2nd by Council Member Lambert

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

Mayor Rettig adjourn the regular meeting at 8:03 pm

8. Chairman David Rettig opened the Tax Increment Reinvestment Zone No. 1 Board of Directors Meeting at 8:03 pm

Mayor Rettig reconvene the Town Council into the regular meeting at 8:10 pm

3. Briefing Items

A. Budget Outlook for Fiscal Year 2020-2021 – Tax Rates

- Mayor Rettig briefed the council on property taxes which included: tax base vs. tax levy, taxable value growth, rate caps effect, tax rate decision points, Catherine Branch improvements and project financing decision options
- Matthew Garret with NewGen Strategies & Solutions updated the council on water and wastewater rate study which included: revenue requirement, rate setting, rate design options and comparisons

11. By general consent the meeting was adjourned at 9:25 pm

Passed and approved on this the 25th day of June 2020

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: JUNE 25, 2020

ITEM: REGULAR ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF. DOC.: UNIFIED DEVELOPMENT CODE

SUBJECT: 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 and again on January 23rd. Incorporating comments from Council and concessions negotiated by the Mayor, the developer presented a revised concept plan and a draft development agreement at the May 28, 2020 Council meeting.

Council comments and suggestions regarding lot size, drainage and gas line easements, road alignment, culvert installation, and potential voluntary annexation into Town with certain development concessions or other incentives have been incorporated into the proposed 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:

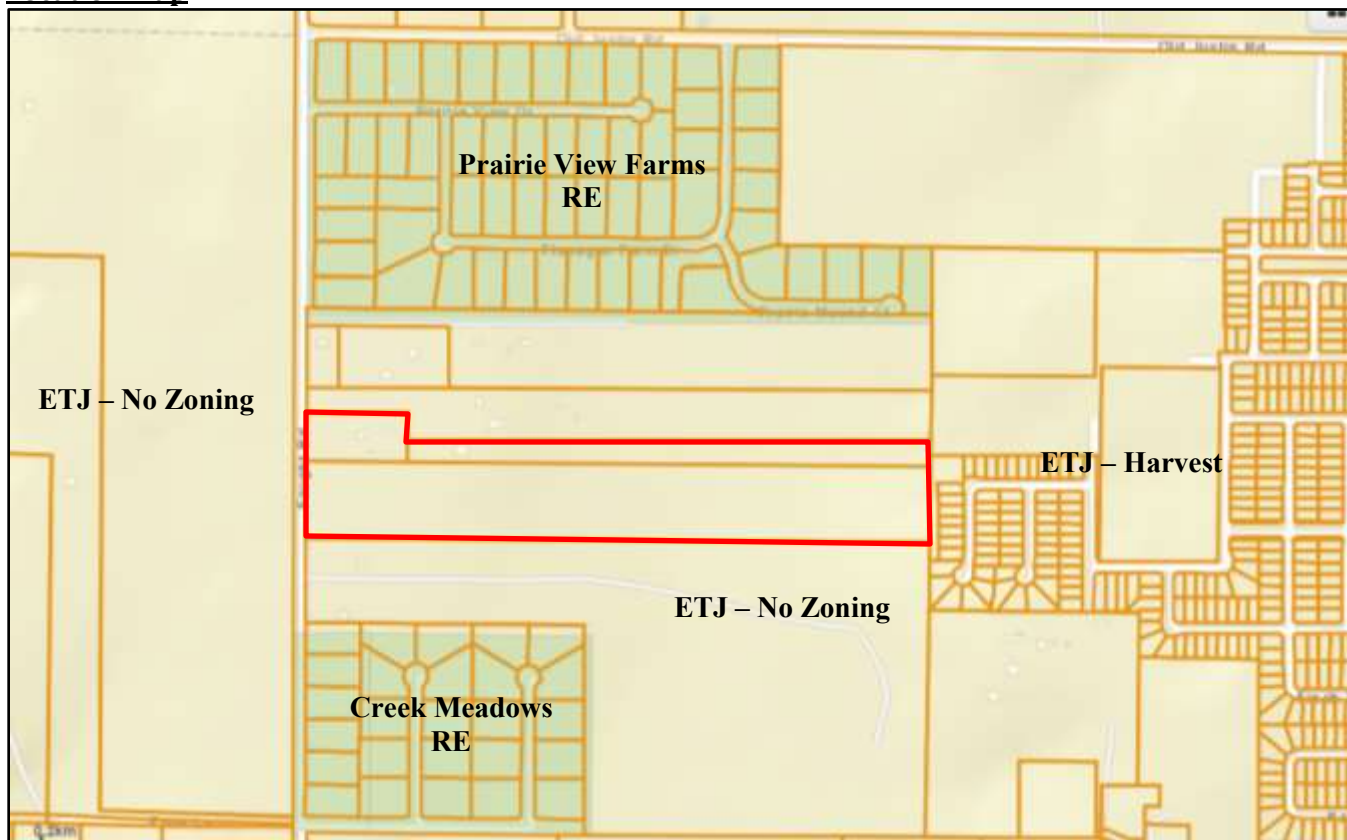
- Minimum lot size – 0.90 acres
- Average lot size – 0.93 acres
- Require culvert installation to bid using specified requirements
- Provision of street stub-outs to north and south
- Voluntary annexation by developer
- Reimbursement of \$100,000 of water impact fees to developer

NEXT STEPS:

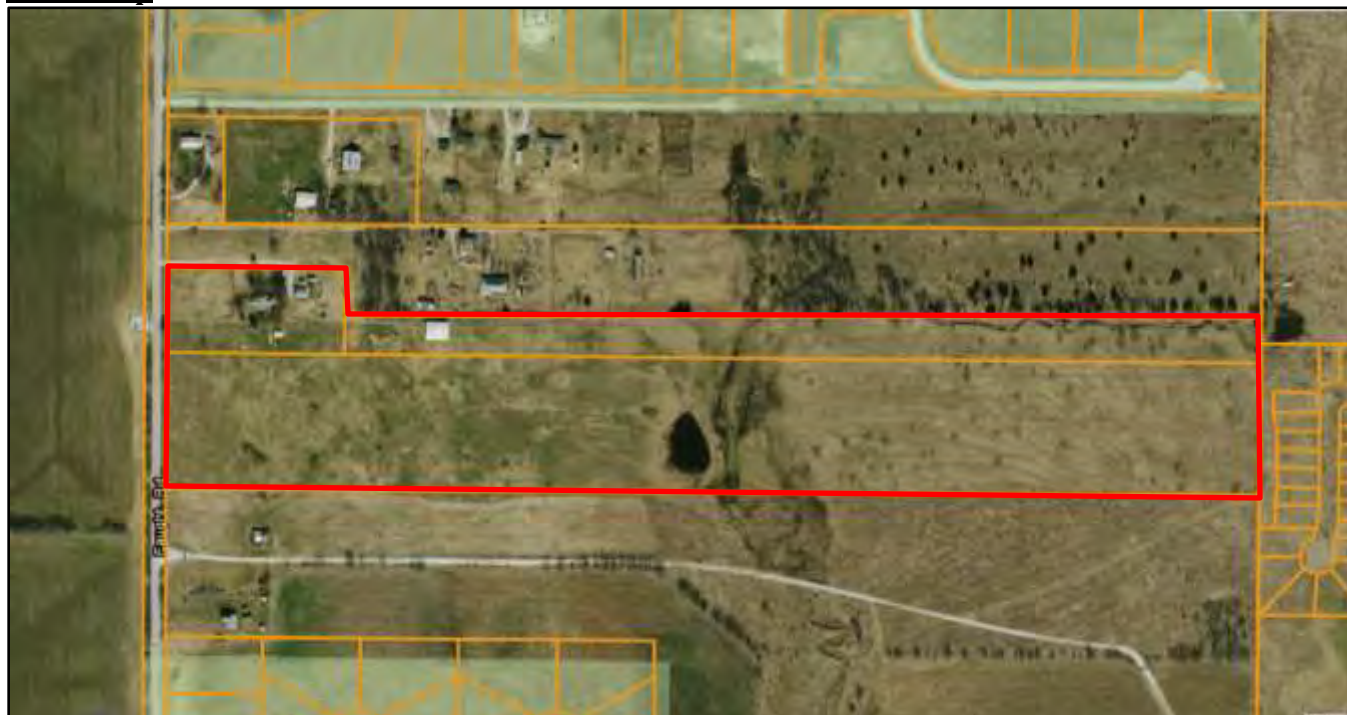
- Council consideration of development agreement

MAPS:

Location Map



Aerial Map





TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 20-0625A

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS AND SANDSTROM DEVELOPMENT TX, LTD FOR A SINGLE-FAMILY RESIDENTIAL DEVELOPMENT TO BE KNOWN AS HAWTHORNE ESTATES TO BE LOCATED ON APPROXIMATELY 34.03 ACRES OF LAND IN THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063, DENTON COUNTY, TEXAS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE SAID DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has negotiated a development agreement with Sandstrom Development TX, LTD (the "Agreement") to govern the development of 34.03 acres of land to be known as Hawthorne Estates; and

WHEREAS, among other things, the Agreement governs lot size, drainage and gas line easements, road alignment, culvert installation, and potential voluntary annexation into Town; and

WHEREAS, pursuant to Section 4.9 of the Town's United Development Code, the Town Council held a public hearing on June 25, 2020 to hear comments related to the Agreement; and

WHEREAS, upon review and consideration of the Agreement attached as Exhibit A and all matters attendant and related thereto, the Town Council is of the opinion that the Agreement is in the best interest of the Town and its citizens and should be approved; and

WHEREAS, pursuant to Section 4.9 of the Town's United Development Code, the Town Council desires to authorize the Town Administrator to negotiate with the property owner any items required to finalize the Agreement in accordance with Town Code and Council direction and to execute the Agreement once finalized.

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

Section 1.

The preambles previously written are true and correct and are incorporated herein.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

Section 2.

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

Section 3.

The Town Administrator, upon approval as to form by the Town Attorney, is hereby authorized to finalize and execute the Agreement attached as Exhibit A including all required exhibits to said Agreement on behalf of the Town following execution by the property owner. The property owner shall accept and execute the Agreement as finalized by the Town Administrator (including all required exhibits thereto) within ten (10) working days following submittal of an application to the Town for preliminary plat review and approval.

Section 4.

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

PASSED AND APPROVED this the 25th day of June 2020.

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

EXHIBIT A
Development Agreement

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

WHEREAS, Owner intends to develop single-family residential lots with a minimum gross lot size of 0.90 acres (the “Development”) 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 date of a submittal of a permit application to the Town, except any amendments made after the Effective Date of this Agreement from which the Development is exempt under Chapter 245 of the Texas Local Government Code (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 for the Property approved by the Town in accordance with Town regulations (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 Regulations Regarding Building Products, Materials, or Methods. The parties hereto find that the area described herein constitutes an area of architectural importance and significance and the Town Council of the Town of Northlake, Texas, hereby designates it as an area of architectural importance and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Owner voluntarily consents to the application of all Town rules, provisions, ordinances, orders, building codes, and other Governing Regulations existing as of the Effective Date hereof (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a residential or commercial building on the property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Governing Regulations. In addition, Owner voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the Town will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) Owner's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the Town to authorize the credits described in Section 4.7 herein; (d) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (e) this Section shall survive termination or expiration of this Agreement.

2.5 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 related to the development of the Property, whether existing on the Effective Date or hereinafter adopted, this Agreement shall control, except as otherwise expressly provided in this Agreement, or required by law. 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.

(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. If the plans or specifications do not comply with the Governing Regulations, the Owner shall revise the plans and specifications.

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 forty-five (45) 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, which shall be mandatory for all Owners of property within the Development. 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, open space, green space and drainage easements and the improvements constructed therein, including without limitation, entry features, signage and landscaped medians.

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 4.7. The Town currently does 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 approve 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 (“Roadways”) 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.

(a) Drainage within the Property shall drain in accordance with rural drainage

standards set out in Part III of the Engineering Design Manual.

(b) Owner shall be required to design, construct, and install all required drainage facilities (“Drainage Facilities”) in accordance with Town standards and shall use the bid document attached hereto as Exhibit B (or substantially similar) in order to perform such design, construction, and installation of the Drainage Facilities.

4.5 Maintenance Bond. Prior to initiating any construction of the Roadways or Drainage Facilities (collectively, “Public Infrastructure”), the Owner or the construction contractor(s) for Owner shall provide to the Town the following:

(a) A Maintenance Bond in an amount equal to one hundred percent (100%) of the total cost of the Public Infrastructure, guaranteeing the maintenance in good condition or repair of the Public Infrastructure for a period of two (2) years from and after the date that a letter of acceptance is issued by the Town indicating that the Public Infrastructure has been completed by the Owner and accepted by the Town.

4.6 General Requirements.

(a) Owner shall employ a civil engineer licensed to practice in the State of Texas for the design and preparation of the plans and specifications for the construction of all public facilities and improvements required to serve the Development.

(b) Owner agrees that the Town’s specifications for public and private improvements are minimum standards only and Owner shall retain an engineer for purposes of review of Town specifications. If, in the engineer's opinion, additional technical design requirements, in addition to the Town specifications, are required to design the Public Infrastructure sufficient for local conditions, Owner will include such design requirements in the specifications for the Public Infrastructure.

(c) The Town shall inspect and approve the construction of the Public Infrastructure and collect all applicable fees. The Town will not issue a Letter of Acceptance for the Public Infrastructure until they are completely constructed (final completion) to the satisfaction of the Town Administrator or his designee. Owner must deliver to the Town clear and unencumbered title to the Public Infrastructure. Upon issuance of a Letter of Acceptance, title to the Public Infrastructure shall be vested in the Town, and Owner shall relinquish any right, title or interest in and to the Public Infrastructure or any part thereof. The Town shall have no responsibility in connection with the Public Infrastructure until the Letter of Acceptance is issued.

4.7 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 Town 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. This Agreement constitutes a petition for voluntary annexation of the Property to be effective within ten (10) days after the Town 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.

6.2 Service Plan. This Agreement constitutes a service plan in compliance with Subchapter C-3 of the Texas Local Government Code. Currently the Town provides no service other than plat review. In addition to the infrastructure described in this Agreement, upon annexation of the Property, the Town will provide the same police and fire services available to other citizens of the Town and will maintain any public Town dedicated roads and parks.

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, 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.

7.3 Governmental Powers; Immunity. It is understood that by execution of this Agreement the Town does not waive or surrender any of its governmental powers, immunities or rights.

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. Owner shall not be released until Town receives such assignment. 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 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.

ARTICLE IX RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.1 72(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, within ten (10) days of its execution. 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 2.5, 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	Bid Documents for Drainage Facilities Construction

SIGNATURES APPEAR ON NEXT PAGE.

TOWN OF NORTHLAKE

By: _____
David Rettig, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town 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: _____

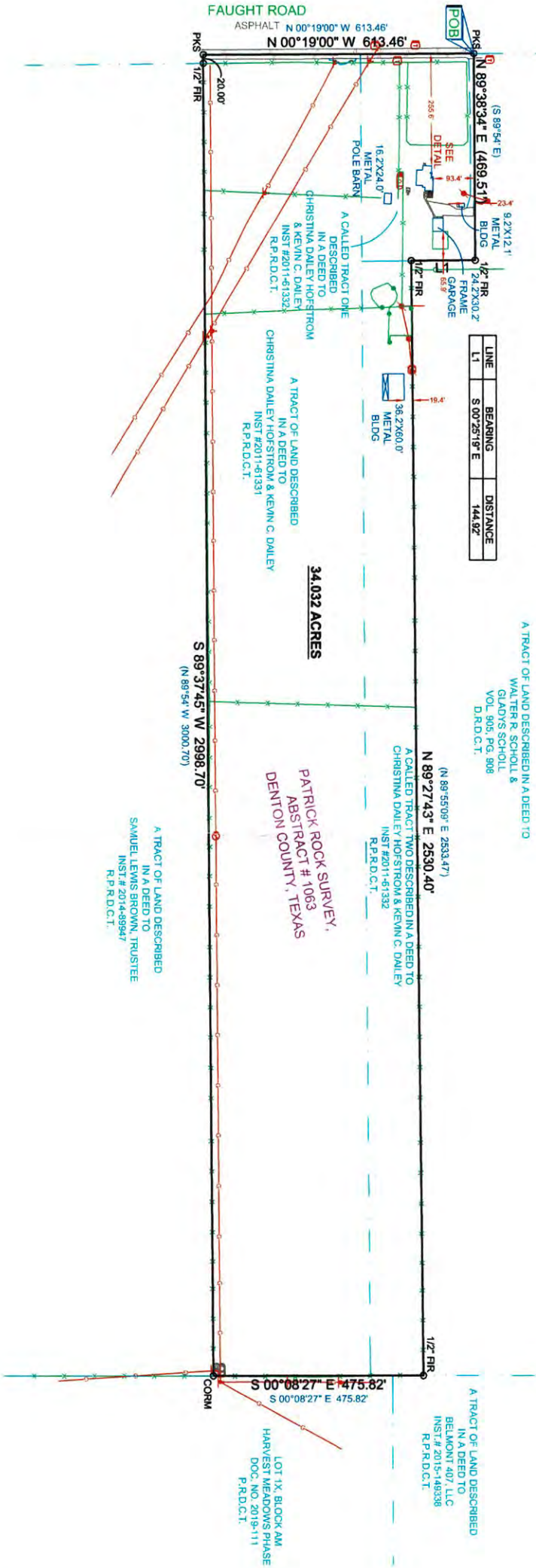
STATE OF TEXAS §

§

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



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 2.784 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 2.784 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 38 minutes 34 seconds East, along the common line of said 2.784 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 475.82 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.

FLOOD STATEMENT: I have reviewed the F.E.M.A. Flood Insurance Rate Map for Denton County, Community Number 480774 effective date 12-4-2012 and that map indicates as scaled, that this property is within "Non-Shaded Zone X" defined as "Areas determined to be outside the 0.2% annual chance flood (500-year) as shown on Panels 485 G and 505 G of said map.

NOTE: Bearings shown hereon are referenced to the Texas Coordinate System of 1983, North Central Zone (4202), and are based on the North American Datum of 1983, 2011 Adjustment.

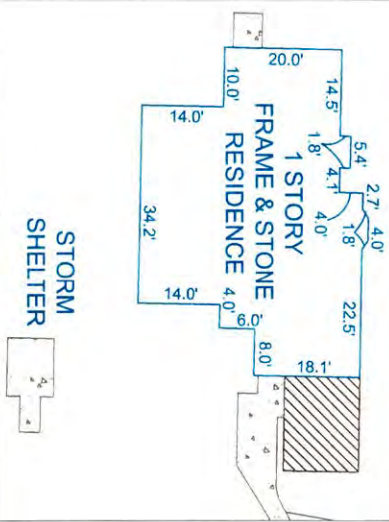
NOTE: The location of underground utilities shown hereon are approximate. No excavation was performed.

SURVEYORS CERTIFICATION

Certified to Steve Watson, Christina Dailey Holstrom, Kevin C. Dailey, and assigns.

This survey correctly represents the results of an on-the-ground survey made under my direction and supervision on 11-07-2019, and substantially complies with the current Texas Society of Professional Surveyors Standards and Specifications for a Category 1B, Condition III Survey. There are no apparent encroachments, intrusions or protrusions except as shown hereon.

DETAIL



- LEGEND**
- POWER POLE
 - ELECTRIC METER
 - TELEPHONE RISER
 - BURIED CABLE MARKER
 - BURIED GAS PIPELINE MARKER
 - PROPANE TANK
 - BOLLARD
 - FOUND IRON ROD
 - FOUND IRON ROD W/CAPPED
 - PKS
 - P.K. NAIL SET
 - METAL FENCE CORNER POST
 - PLAT OR DEED CALL
 - POINT OF BEGINNING
 - CHAIN LINK FENCE
 - WIRE FENCE
 - OVER-HEAD UTILITIES
 - GAS LINE
 - ASPHALT
 - CONCRETE
 - WOOD



11-8-19



1720 WESTMINSTER
DENTON, TX 76205
(940) 382-3446
JOB NUMBER: 190723
DRAWN BY: MMF
DATE: 11-08-2019
R.P.L.S.
MICHAEL R. KERSTEN

TX BPM REGISTRATION # 10002100



SPECIFICATIONS AND CONTRACT
DOCUMENTS FOR THE CONSTRUCTION OF

**REINFORCED CONCRETE PIPE &
SAFETY END TREATMENTS
INSTALLATION AND SURVEYING**

FOR THE
TOWN OF NORTHLAKE, TEXAS

Mayor
David Rettig

Town Administrator
Drew Corn

Town File No. UT-20-XX

June 2019

SPECIFICATIONS

OPENING DATE, TIME, PROCEDURES, CONTACTS 1

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the bid package. Bidders are responsible for reading the entire bid package and complying with all specifications.

TOWN OF NORTHLAKE

Town of Northlake is requesting bids for the **CONSTRUCTION REINFORCED CONCRETE PIPE (RCP) SAFETY END TREATMENTS AND SURVEYING**. All bids must be submitted on the attached Bid Proposal Form. Contractors may bid on any or all items. The Town of Northlake will not enter into any contract where the cost is provisional upon such clauses as “escalator” or “cost-plus” clauses.

**BY MAIL VIA US POSTAL
SERVICE ORIGINAL AND ONE (1)
COPY
OF
COMPLETED BID PROPOSALS
MUST BE RECEIVED IN THE
FINANCE DEPARTMENT
AT 1500 Commons Circe, SUITE
300 Northlake, TEXAS 76226
ON OR BEFORE June XX, 2020 AT 2:00 P.M.**

**BY COURIER, FEDERAL EXPRESS, UPS
ORIGINAL AND ONE (1) COPY
OF
COMPLETED BID
PROPOSALS MUST BE
RECEIVED IN THE FINANCE
DEPARTMENT
AT 1500 Commons Circe, SUITE 300
Northlake, TEXAS 76226
ON OR BEFORE June XX, 2020 AT 2:00 P.M.**

All bids, including a “NO BID”, are due in the Finance Department by the due date in sealed envelopes or boxes. All bids must be clearly marked with the Bid Number, the name of the company submitting the bid, and date and time of opening on the outside of the envelope/box and/or Air Bill/Delivery Receipt. Original bid must be clearly marked "ORIGINAL" and contain all original signatures.

Any bid received after the date and/or hour set for bid opening will not be accepted. Bidder will be notified and will advise The Town of Northlake Finance Department as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization of the bidder. If bids/proposals are sent by mail to the Finance Department, the bidder shall be responsible for actual delivery of the bid to the Finance Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of The Town of Northlake beyond the date and hour set for the bid opening, bids thus delayed will not be considered and will be disposed of as unauthorized.

Bids may be withdrawn at any time prior to the official opening. Alterations made before opening time must be initialed by bidder guaranteeing authenticity. After the official opening, bids become the property of The Town of Northlake and may not be amended, altered, or withdrawn without the recommendations of the Finance Department.

The Town of Northlake is exempt from Federal Excise and State Sales Tax; therefore, tax must not be included in this bid.

The Town of Northlake reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the Town.

TOWN OF NORTHLAKE

No oral explanation in regard to the meaning of the bid specifications will be made and no oral instructions will be given before the award of the contract. Request from interested bidders for additional information or interpretation of the information included in the specifications and all questions should be directed in writing, via facsimile, to:

**ERIC J. TAMAYO, PUBLIC
WORKS DIRECTOR
OFFICE: (940) 242-5704**

All documents relating to this bid, including but not limited to, the bid document, questions and their answers, addenda and special notices will be posted under the Bid number on the Town of Northlake website and available for download by bidders and other interested parties. **It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents up to the Bid due date.**

The deadline for receipt of all questions is 12:00 (Noon), Central Time, Monday, June XX, 2020. After the question deadline, all questions and their responses will be posted on the website and available for download by bidders.

All bids shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of bid. Town review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials, or service. Bids which call for payment before thirty (30) days from receipt of invoice, or cash discounts given on such payment, will be considered only if, in the opinion of the Finance Department, the review, inspection, and processing procedures can be completed as specified.

Invoices shall be sent directly to the Town of Northlake, Attention: Accounts Payable, 1500 Commons Circle Suite 300, Northlake, TX 76226. It is the intention of Town to make payment on completed orders within thirty days after receipt of invoice or items; whichever is later, unless unusual circumstances arise. **Invoices must be fully documented as to labor, materials, and equipment provided and must reference the Town of Northlake Purchase Order Number in order to be processed. No payments shall be made on invoices not listing a Purchase Order Number.**

Continuing non-performance of the vendor in terms of Specifications shall be a basis for the termination of the contract by the Town. The Town shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

The **contract may be terminated** by either party upon written thirty (30) days' notice prior to cancellation.

Bids will be considered irregular if they show any omissions, alteration of form, additions or conditions not called for, or irregularities of any kind. However, the Town reserves the right to waive any irregularities and to make award in the best interest of the Town.

TOWN OF NORTHLAKE

The Town of Northlake reserves the right to accept or reject in part or in whole any bids submitted, and to waive any technicalities for the best interest of the Town. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving bids.
2. Bids containing any irregularities.
3. Unbalanced value of any items.

Bidders may be disqualified and their bids not considered, among other reasons, for any of the following specific reasons:

1. Reason for believing collusion exists among the Bidders.
2. Reasonable grounds for believing that any Bidder is interested in more than one Bid for the work contemplated.
3. The Bidder being interested in any litigation against the Town of Northlake.
4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract
5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
6. Uncompleted work, which in the judgment of the Town of Northlake, will prevent or hinder the prompt completion of additional work, if awarded.
7. Bidders shall not owe delinquent property tax in Denton County.

It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

CONFIDENTIALITY: Any material that is to be considered confidential must be clearly marked as such and shall be treated as confidential to the extent allowable under Chapter 552, Government Code. Trade secrets or confidential information **MUST** be placed in a separate envelope marked "**CONFIDENTIAL INFORMATION.**" Note: **PRICING INFORMATION IS NOT CONSIDERED CONFIDENTIAL AND IF MARKED AS SUCH, WILL RESULT IN REJECTION OF YOUR BID.**

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the proposer. The Town of Northlake and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

The successful bidder may not assign their rights and duties under an award without the written consent of the Finance Department. Such consent shall not relieve the assignor of liability in the event of default by the assignee.

TOWN OF NORTHLAKE

SPECIAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Contract Terms:** Successful contractor(s) will be awarded a twelve (12) month contract, effective from October 1, 2020 or notice to proceed as determined by the Town of Northlake Finance Department through September 30, 2021. At the Town of Northlake's option and approval by the contractor, the contract may be renewed for two (2) additional twelve (12) month periods, as further explained in Renewal Options. **Prices must remain firm for the entire contract.**
2. **Renewal Options:** The Town of Northlake reserves the right to exercise an option to renew the contract of the vendor for two (2) additional twelve (12) month periods, provided such option is stipulated in the Special Conditions and agreed upon by both parties. If the Town of Northlake exercises the right in writing, the Bidder shall update and submit any legal documents required during the initial solicitation by no later than thirty (30) calendar days prior to the commencement of the option period. These documents, if applicable, will be specified in the Special Conditions and include, but are not limited to, Insurance Certificates and Performance Bonds and must be in force for the full period of the option. If the updated documents are not submitted by the Bidder in complete form within the time specified, the Town of Northlake will rescind its option and seek a new bid solicitation.

Evaluation criteria shall include, but is not limited to the following:

- a. Unit Price
- b. Contractor's past performance record with the Town of Northlake
- c. Town of Northlake's evaluation of contractor's ability to perform
- d. Town of Northlake's experience with products bid
- e. Special needs and requirements of the Town of Northlake
- f. Contractor's agreement to extend pricing under this contract to other governmental entities

Quantities indicated on the Bid Proposal Forms are estimates based upon the best available information. The Town of Northlake reserves the right to increase or decrease the quantities to meet its actual needs without any adjustments in the bid price.

Any **catalog, brand name or manufacturer's reference** used is considered to be descriptive -- not restrictive -- and is indicative of the type and quality the Town of Northlake desires to purchase. Bids on similar items of like quality will be considered if the bid is noted and fully descriptive brochures are enclosed. If notation of substitution is not made, it is assumed contractor is bidding item specified. Successful contractor will not be allowed to make unauthorized substitutions after award.

TOWN OF NORTHLAKE

SCOPE OF WORK/SPECIFICATIONS

- I. Town of Northlake desires to establish an annual contract that will meet all of Town of Northlake's needs for the purchase and installation of various sized Reinforced Concrete Pipe (RCP) and Safety End Treatments. This bid is separated into four (4) sections with multiple items within each section. Bidders may bid on any or all items. Award shall be per item, made to the low bidder who meets or exceeds all specifications. All items MUST meet the current Town of Northlake Specification listed below, including all special provisions. TxDot specifications may be used at the discretion of the Town Engineer. Pricing is Unit Price per Piece. The four (4) sections are.
 - a. Section 1: Reinforced Concrete Pipe in Four Foot Lengths
 - b. Section 2: Reinforced Concrete Pipe in Six Foot Lengths
 - c. Section 3: Reinforced Concrete Pipe in eight Foot Lengths
 - d. Section 4: Safety End Treatments and Surveying to Verify Grades Per Construction Plans
2. Reinforced concrete pipe (RCP) shall be installed in accordance with the Town of Northlake *Storm Drain Standard Details*. Refer to construction plans for the class of pipe, embedment and backfill. Minimum class of pipe is Class III.
3. Safety End Treatment (SET) shall be installed in accordance with Town of Northlake *Storm Drain Standard Details*. Refer to construction plans for type of safety end treatment. Bid item includes all types of TxDOT precast end treatments (PSET-SC, PSET-SP, PSET-RC, and PSET-RP) and TxDOT Cast-In-Place safety end treatments (SETP-CD or SET-PD).
4. A post-construction final grade survey will take place to verify grades have been met per the approved construction plans. The final grade survey will consist of surveying the flowline elevations on the upstream and downstream ends of the culvert at the same location shown in the construction plans. A letter and exhibit will be provided with the final grade survey. The final grade survey shall be approved and stamped by a Registered Professional Land Surveyor (RPLS) or a Licensed Professional Engineer (PE).

TOWN OF NORTHLAKE

CONTRACTOR REFERENCES

Please list three (3) references, **other than the Town of Northlake**, who can verify your performance as a contractor. Performance includes but shall not be limited to, sales and/or service, delivery, invoicing, and other items as may be required for Town of Northlake to determine your firm's ability to provide the intended goods or service of this bid. The Town prefers references to be from customers for whom your firm has provided the same items (sales and/or services) as those specified in this bid. Inaccurate, obsolete or negative responses from the listed references could result in rejection of your bid.

Failure to supply required references will deem your bid/response as non-responsive and it will not be considered for award.

Bidder involvement with reference checks is not permitted. Only Town of Northlake or their designee will conduct reference checks. Any deviation to this will result in rejection of the bid/response.

CONTRACTOR NAME: _____

REFERENCE ONE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

REFERENCE TWO

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

TOWN OF NORTHLAKE

CONTRACTOR REFERENCES

REFERENCE THREE

GOVERNMENT/COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON AND TITLE: _____

TELEPHONE NUMBER: _____

E-MAIL ADDRESS: _____

SCOPE OF WORK: _____

CONTRACT PERIOD: _____

BID PROPOSAL SIGNATURE FORM

The undersigned agrees this bid becomes the property of Town of Northlake after the official opening.

The undersigned affirms he has familiarized himself with the local conditions under which the work is to be performed; satisfied himself of the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a bid.

The undersigned agrees, if this bid is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Bid Proposal will be ninety (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this bid has not been prepared in collusion with any other Bidder, nor any employee of Town of Northlake, and that the contents of this bid have not been communicated to any other bidder or to any employee of Town of Northlake prior to the official opening of this bid.

Contractor hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this bid package. ***Failure to sign and return this form will result in the rejection of the entire bid.***

Signature _____ **X**
Authorized Representative

NAME AND ADDRESS OF COMPANY:

Tel. No. _____

E-Mail Address: _____

Date: _____

Name: _____

Title: _____

FAX No. _____

TOWN OF NORTHLAKE

BID FORMS/DOCUMENTS CHECKLIST

☐ Indicates Compliance	A check mark (☐) in the space provided indicates these forms/documents have been completed and are included in your bid package. The original and one (1) copy of all forms/documents should be submitted. Failure to check all items could result in rejection of the entire bid. All deviations from specifications must be documented separately and included with bid package.
	1. <u>Contractor References.</u> Bidder has provided three (3) references, other than the Town of Northlake. References must be able to verify the quality of service your company provides and that your company has completed a project of similar size and scope of work to this bid.
	2. <u>Signatures.</u> All forms requiring a signature must be signed. Bids not signed will not be considered for award.
	3. <u>Bid Proposal Forms.</u> All sections of Bid Proposal Forms have been completed.
	4. <u>Insurance Certificates.</u> Bidders must submit all Insurance Certificates with bid. If no insurance requirements specified, mark N/A.
	5. <u>Addenda.</u> When applicable, Bidder acknowledges receipt of all addenda and has included the signed Addenda cover pages and any revised Bid Forms in their bid package.
	6. It is the bidders' sole responsibility to print and review all pages of the bid document, attachments, questions and their responses, addenda and special notices. The Bid Proposal Signature Form must be signed and returned. Failure to provide signature on this form renders bid non-responsive. Failure to complete and the submission of all required forms, including but not limited to the Reference Page, Certification of Eligibility, Checklist, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents will be grounds for rejection of entire bid.

TOWN OF NORTHLAKE

BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE PER PIECE
Section I: Installed Reinforced Concrete Pipe, In 4 Foot Lengths,		
1.	Reinforced Concrete Pipe, 4 Foot Length, 18 Inch Diameter	\$
2.	Reinforced Concrete Pipe, 4 Foot Length, 21 Inch Diameter	\$
3.	Reinforced Concrete Pipe, 4 Foot Length, 24 Inch Diameter	\$
4.	Reinforced Concrete Pipe, 4 Foot Length, 27 Inch Diameter	\$
5.	Reinforced Concrete Pipe, 4 Foot Length, 30 Inch Diameter	\$
6.	Reinforced Concrete Pipe, 4 Foot Length, 33 Inch Diameter	\$
7.	Reinforced Concrete Pipe, 4 Foot Length, 36 Inch Diameter	\$
8.	Reinforced Concrete Pipe, 4 Foot Length, 39 Inch Diameter	\$
9.	Reinforced Concrete Pipe, 4 Foot Length, 42 Inch Diameter	\$
10.	Reinforced Concrete Pipe, 4 Foot Length, 45 Inch Diameter	\$
11.	Reinforced Concrete Pipe, 4 Foot Length, 48 Inch Diameter	\$
12.	Reinforced Concrete Pipe, 4 Foot Length, 54 Inch Diameter	\$
13.	Reinforced Concrete Pipe, 4 Foot Length, 60 Inch Diameter	\$
14.	Reinforced Concrete Pipe, 4 Foot Length, 72 Inch Diameter	\$
Total Cost: \$		

TOWN OF NORTHLAKE

BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE PER PIECE
Section 2: Installed Reinforced Concrete Pipe, In 6 Foot Lengths,		
15.	Reinforced Concrete Pipe, 6 Foot Length, 18 Inch Diameter	\$
16.	Reinforced Concrete Pipe, 6 Foot Length, 21 Inch Diameter	\$
17.	Reinforced Concrete Pipe, 6 Foot Length, 24 Inch Diameter	\$
18.	Reinforced Concrete Pipe, 6 Foot Length, 27 Inch Diameter	\$
19.	Reinforced Concrete Pipe, 6 Foot Length, 30 Inch Diameter	\$
20.	Reinforced Concrete Pipe, 6 Foot Length, 33 Inch Diameter	\$
21.	Reinforced Concrete Pipe, 6 Foot Length, 36 Inch Diameter	\$
22.	Reinforced Concrete Pipe, 6 Foot Length, 39 Inch Diameter	\$
23.	Reinforced Concrete Pipe, 6 Foot Length, 42 Inch Diameter	\$
24.	Reinforced Concrete Pipe, 6 Foot Length, 45 Inch Diameter	\$
25.	Reinforced Concrete Pipe, 6 Foot Length, 48 Inch Diameter	\$
26.	Reinforced Concrete Pipe, 6 Foot Length, 54 Inch Diameter	\$
27.	Reinforced Concrete Pipe, 6 Foot Length, 60 Inch Diameter	\$
28.	Reinforced Concrete Pipe, 6 Foot Length, 72 Inch Diameter	\$
Total Cost: \$		

TOWN OF NORTHLAKE

BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT PRICE PER PIECE
Section 3: Installed Reinforced Concrete Pipe, In 8 Foot Lengths		
29.	Reinforced Concrete Pipe, 8 Foot Length, 18 Inch Diameter	\$
30.	Reinforced Concrete Pipe, 8 Foot Length, 21 Inch Diameter	\$
31.	Reinforced Concrete Pipe, 8 Foot Length, 24 Inch Diameter	\$
32.	Reinforced Concrete Pipe, 8 Foot Length, 27 Inch Diameter	\$
33.	Reinforced Concrete Pipe, 8 Foot Length, 30 Inch Diameter	\$
34.	Reinforced Concrete Pipe, 8 Foot Length, 33 Inch Diameter	\$
35.	Reinforced Concrete Pipe, 8 Foot Length, 36 Inch Diameter	\$
36.	Reinforced Concrete Pipe, 8 Foot Length, 39 Inch Diameter	\$
37.	Reinforced Concrete Pipe, 8 Foot Length, 42 Inch Diameter	\$
38.	Reinforced Concrete Pipe, 8 Foot Length, 45 Inch Diameter	\$
39.	Reinforced Concrete Pipe, 8 Foot Length, 48 Inch Diameter	\$
40.	Reinforced Concrete Pipe, 8 Foot Length, 54 Inch Diameter	\$
41.	Reinforced Concrete Pipe, 8 Foot Length, 60 Inch Diameter	\$
42.	Reinforced Concrete Pipe, 8 Foot Length, 72 Inch Diameter	\$
Total Cost: \$		

TOWN OF NORTHLAKE

BID PROPOSAL

ITEM NO.	DESCRIPTION		UNIT PRICE PER PIECE
Section 3: Installed Safety End Treatments with Survey No Galvanized Pipe Runners			
43.	Safety End Treatment, 18", 4:1 Ratio	Precast	\$
		Cast-in-place	\$
44.	Safety End Treatment, 18", 6:1 Ratio	Precast	\$
		Cast-in-place	\$
45.	Safety End Treatment, 24", 4:1 Ratio	Precast	\$
		Cast-in-place	\$
46.	Safety End Treatment, 24", 6:1 Ratio	Precast	\$
		Cast-in-place	\$
47.	Safety End Treatment, 30", 3:1 Ratio	Precast	\$
		Cast-in-place	\$
48.	Safety End Treatment, 30", 4:1 Ratio	Precast	\$
		Cast-in-place	\$
49.	Safety End Treatment, 30", 6:1 Ratio	Precast	\$
		Cast-in-place	\$
50.	Safety End Treatment, 36", 3:1 Ratio	Precast	\$
		Cast-in-place	\$
51.	Safety End Treatment, 36", 4:1 Ratio	Precast	\$
		Cast-in-place	\$
52.	Safety End Treatment, 36", 6:1 Ratio	Precast	\$
		Cast-in-place	\$
53.	Surveying Per Location		\$
Total Cost: \$ _____			
Total Bid Amount from All Four Sections			

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM)

SUBJECT: LOTS 55R-1 & 55R-2, FOXBANE ESTATES (FP-20-008)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

FINAL PLAT INFORMATION:

Owners: Eleutrio & Jo Ellen Alvarez

Applicant/Surveyor: KAZ Surveying, Inc.

Site: The site is currently platted as Lot 55 of Foxbane Estates, an approximately 2.830-acre lot located at 18524 Jerry Joy Road in the extraterritorial jurisdiction of Northlake. One home and several ancillary buildings are located on the west side of the site that is proposed to become Lot 55R-1. The portion of the site proposed as Lot 55R-2 is currently vacant.

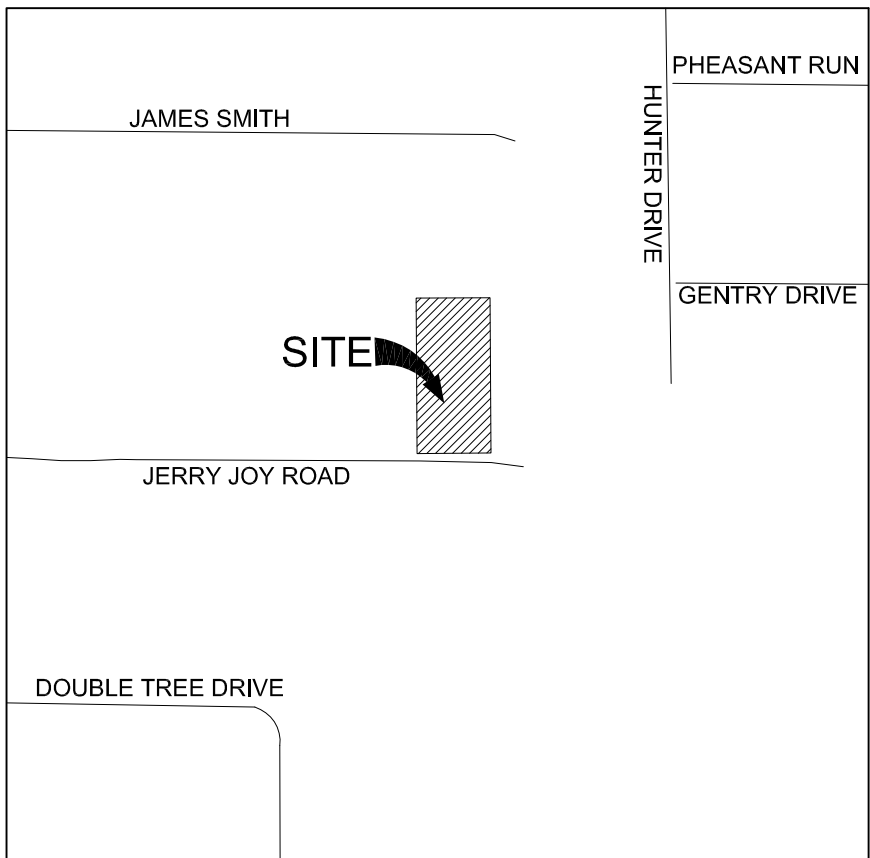
Summary: This application is to replat Lot 55 into two separate lots.

Staff Analysis: The applicant has provided a replat application in accordance with requirements and procedures for replats outlined in Section 12.11 and Section 12.12 of the Unified Development Code (UDC). Among the requirements of these sections is that Town Council hold a public hearing. Since the property being replatted is in the ETJ and not currently zoned or deed-restricted for single or two family dwellings and has not been so zoned or deed-restricted within the last five years, compliance with the notification and protest procedures of Sections 12.12. C. and 12.12. D. is not required. The application was considered filed on June 3, 2020, and will be approved on July 3, 2020, if no action is taken.

The site is not within the Town's water service CCN. Water service to the site is provided by Aqua Source, Inc. Sanitary sewer service is to be provided by private on-site sewage facilities (OSSF) since the lots exceed one acre, the minimum lot size for OSSF on a site served by a centralized water supply system. An OSSF exists on the proposed Lot 55R-1. An OSSF for Lot 55R-2 must be permitted through Denton County.

COUNCIL ACTIONS:

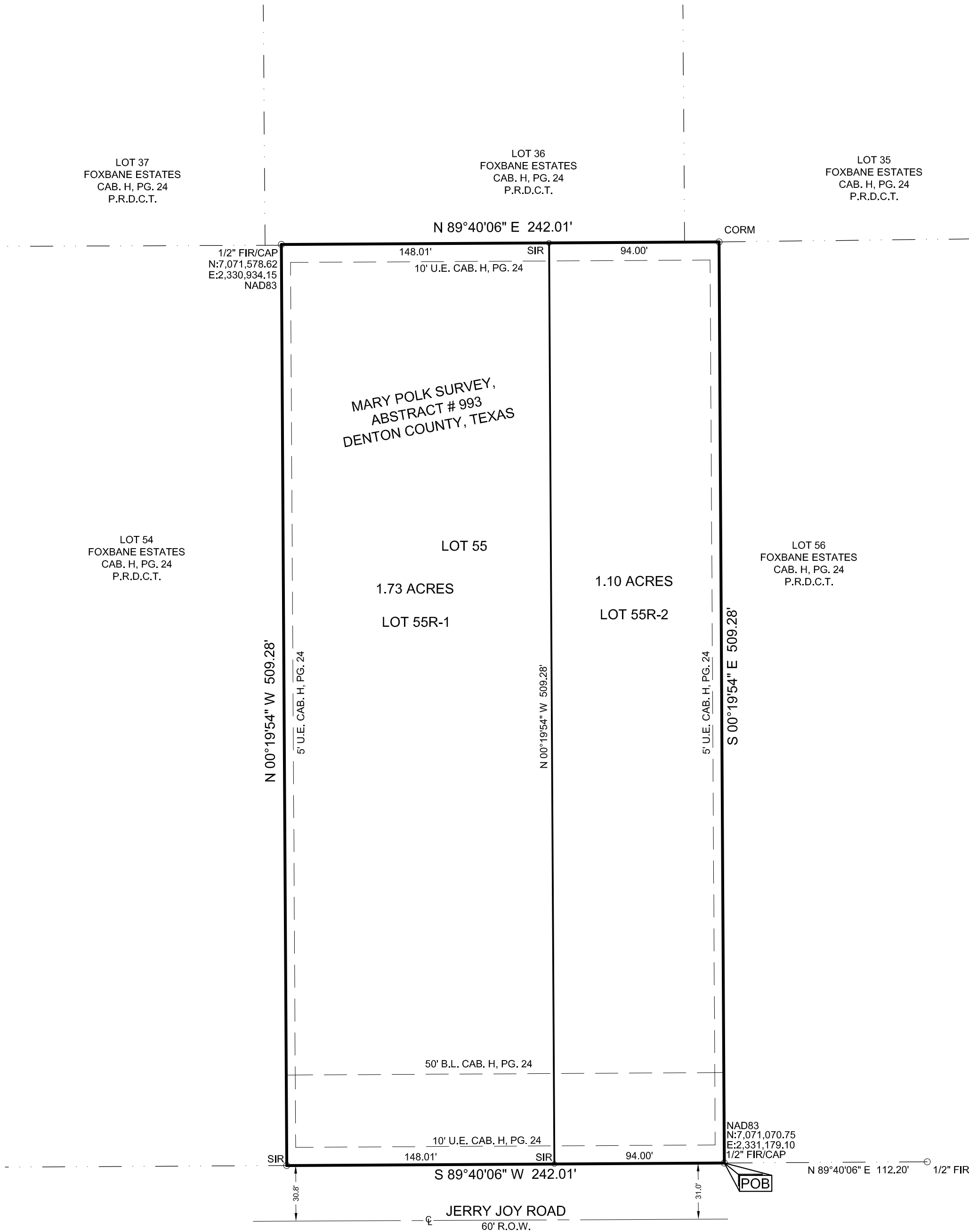
- Approve or take no action (results in approval on July 3rd).



VICINITY MAP
NOT TO SCALE

GENERAL NOTES:

- ALL CORNERS ARE MARKED WITH CAPPED 1/2" IRON RODS STAMPED "KAZ" UNLESS OTHERWISE NOTED.
- FLOOD STATEMENT: I HAVE REVIEWED THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR DENTON COUNTY, COMMUNITY NUMBER 480774 EFFECTIVE DATE 4-18-2011 AND THAT MAP INDICATES AS SCALED, THAT THIS PROPERTY IS WITHIN "NON-SHADED ZONE X" DEFINED AS "AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD (500-YEAR)" AS SHOWN ON PANEL 490 G OF SAID MAP.
- THE PURPOSE OF THIS REPLAT IS TO CREATE 2 LOTS FROM 1 PLATTED LOT.
- ANY FRANCHISED PUBLIC UTILITY, INCLUDING THE TOWN OF NORTHLAKE SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS WHICH IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEM ON ANY OF THE EASEMENTS SHOWN ON THE PLAT. ANY FRANCHISED PUBLIC UTILITY INCLUDING THE TOWN OF NORTHLAKE, SHALL HAVE THE RIGHT AT ALL TIMES OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, INSPECTION, PATROL, MAINTAINING, AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF ANYONE."
- WATER SERVICE TO BE PROVIDED BY AQUA SOURCE, INC.
- SANITARY SEWER SERVICE TO BE PROVIDED BY ON-SITE SEWAGE FACILITIES ON EACH LOT TO BE PERMITTED THROUGH DENTON COUNTY.



APPROVED BY THE TOWN COUNCIL ON :

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS Eleuterio Alvarez and Jo Ellen Alvarez are the owners of all that certain lot, tract or parcel of land lying and being a part of the Mary Polk Survey, Abstract Number 993 and being situated in the Town of Northlake, Denton County, Texas and being all of Lot 55, of Foxbane Estates as shown on Final Plat recorded in Cabinet H, Page 24, Plat Records, Denton County, Texas, and being more fully described by metes and bounds as follows:
BEGINNING at a capped iron rod found at the Southeast corner of said Lot 55, same being the Southwest corner of Lot 56, in the North right-of-way line of Jerry Joy Road;
THENCE South 89 degrees 40 minutes 06 seconds West, along said North line, a distance of 242.01 feet to a capped iron rod set stamped "KAZ" at the Southwest corner of said Lot 55, same being the Southeast corner of Lot 54;
THENCE North 00 degrees 19 minutes 54 seconds West, along the common line of Lot 54 and Lot 55, a distance of 509.28 feet to a 1/2 inch capped iron rod found at the Northwest corner of said Lot 55, same being the Northeast corner of said Lot 54;
THENCE North 89 degrees 40 minutes 06 seconds East, along the North line of said Lot 55, a distance of 242.01 feet to a metal fence corner post at the Northeast corner of said Lot 55, same being the Northwest corner of Lot 56;
THENCE South 00 degrees 19 minutes 54 seconds East, along the common line of said Lot 55, and said Lot 56, a distance of 509.28 feet to the POINT OF BEGINNING and containing 2.83 acres of land, more or less.

STATE OF TEXAS
COUNTY OF DENTON

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT ELEUTERIO ALVAREZ AND JO ELLEN ALVARES, DO HEREBY ADOPT THIS REPLAT, DESIGNATING THE HEREIN DESCRIBED PROPERTY AS FOXBANE ESTATES, AN ADDITION TO THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, TEXAS AND DOES HEREBY DEDICATE TO PUBLIC USE FOREVER ALL STREETS, EASEMENTS, THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED.

BY: ELEUTRIO ALVAREZ DATE

BY: JO ELLEN ALVAREZ DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED LAURA HILL, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SHE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS:

STATE OF TEXAS
COUNTY OF DENTON

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

KENNETH A. ZOLLINGER, R.P.L.S. #5312 DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED KENNETH A. ZOLLINGER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.



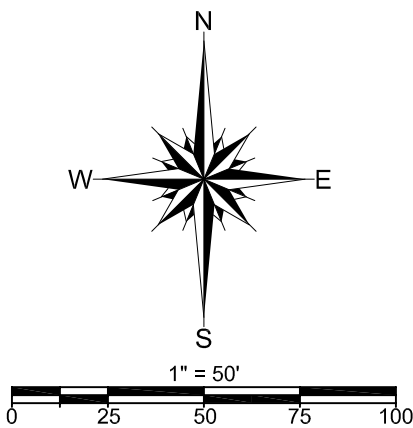
REPLAT OF FOXBANE ESTATES
CONTAINING
LOTS 55R-1 & 55R-2
AND BEING A REVISION OF
LOT 55, FOXBANE ESTATES

AS PREVIOUSLY FILED IN CABINET H, PAGE 24,
PLAT RECORDS, DENTON COUNTY, TEXAS, AND
BEING PART OF THE MARY POLK SURVEY, ABSTRACT NUMBER
993, IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF
NORTHLAKE, DENTON COUNTY, TEXAS



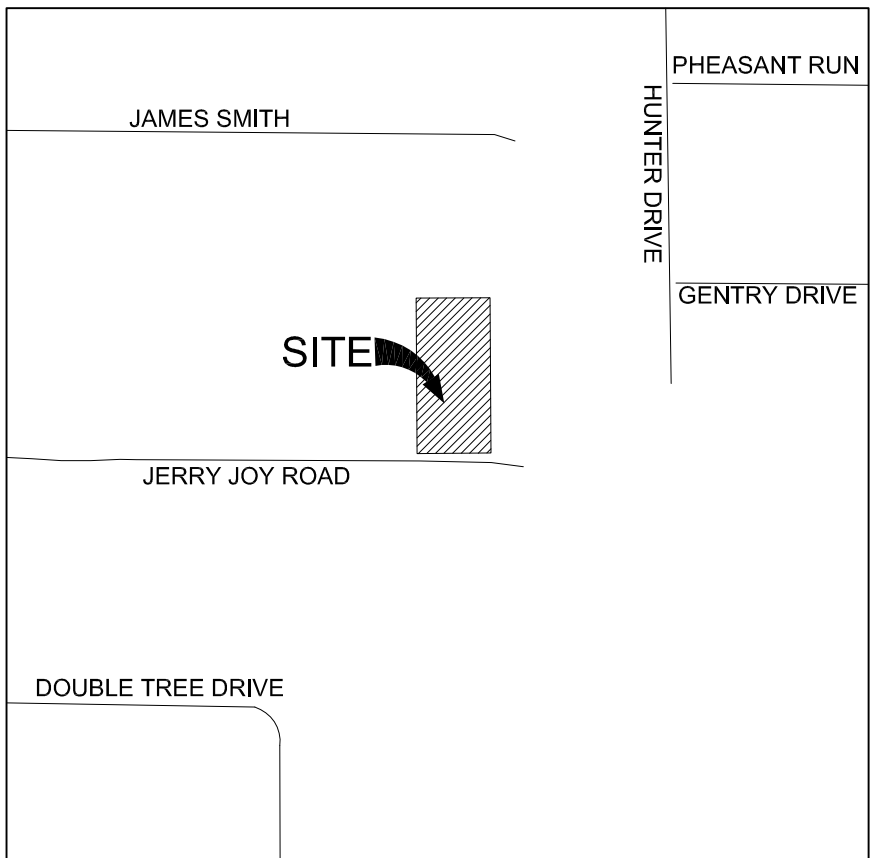
LEGEND

NAD 83 = NORTH AMERICAN DATUM 1983
P.U.E. = PUBLIC UTILITY EASEMENT
B.L. = BUILDING LINE
R.P.R.D.C.T. = REAL PROPERTY RECORDS DENTON COUNTY TEXAS
POB = POINT OF BEGINNING
TXDOT = TEXAS DEPARTMENT OF TRANSPORTATION
MON = MONUMENT
CAP/IRS = CAPPED IRON ROD SET
R.O.W. = RIGHT OF WAY
INST. NO. = INSTRUMENT NUMBER
____ = ROAD CENTERLINE



SURVEYOR:
KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

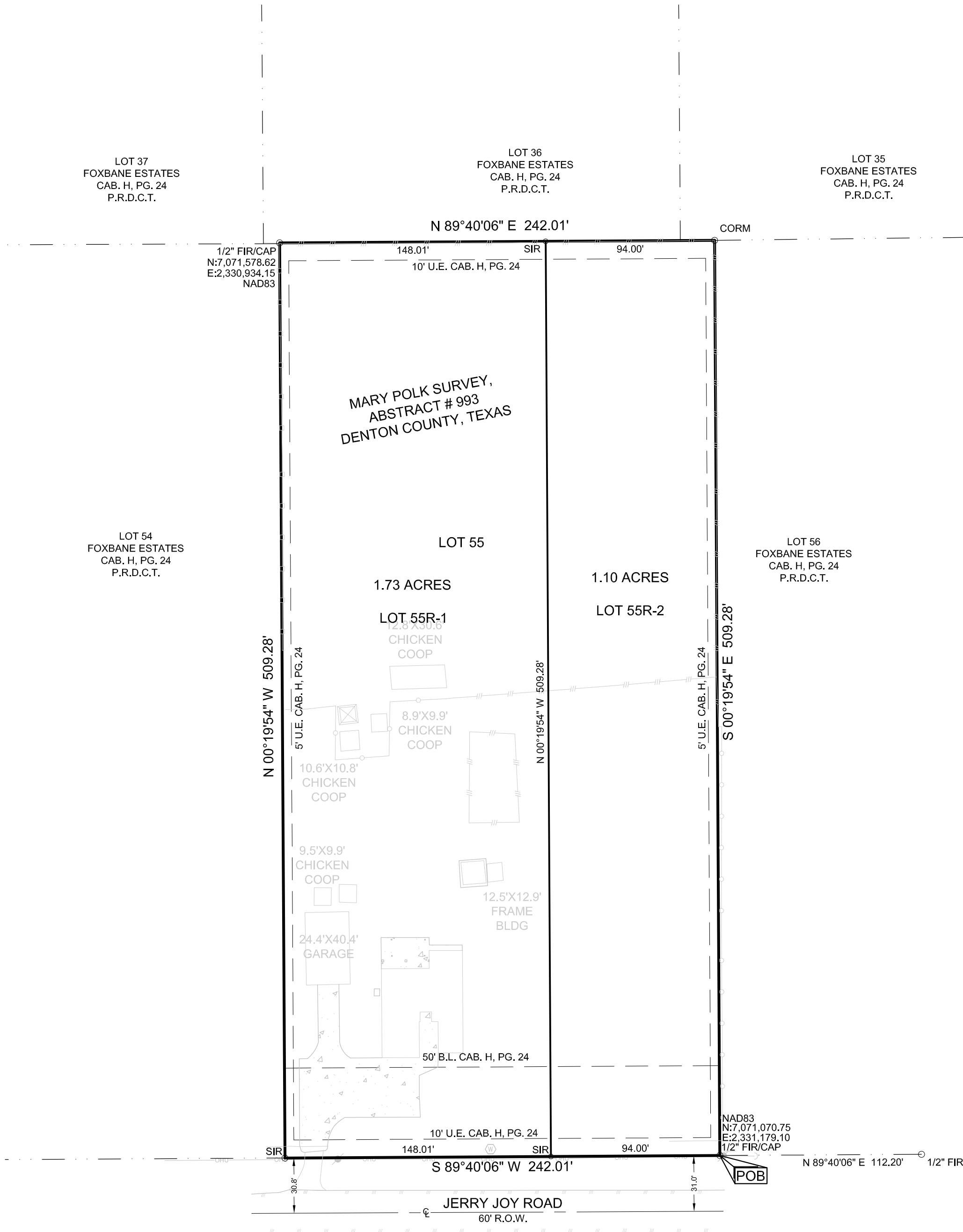
OWNER:
ELEUTERIO ALVAREZ AND JO ELLEN ALVARES
18524 JERRY JOY ROAD
JUSTIN, TX 76247
PHONE: (817) 879-0671
CONTACT: AMY ALVAREZ



VICINITY MAP
NOT TO SCALE

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APPROVED BY THE TOWN COUNCIL ON :

DATE

MAYOR, TOWN OF NORTHLAKE

TOWN SECRETARY, TOWN OF NORTHLAKE

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COUNTY OF DENTON

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THENCE North 00 degrees 19 minutes 54 seconds West, along the common line of Lot 54 and Lot 55, a distance of 509.28 feet to a 1/2 inch capped iron rod found at the Northwest corner of said Lot 55, same being the Northeast corner of said Lot 54;
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COUNTY OF DENTON

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BY: ELEUTRIO ALVAREZ

DATE

BY: JO ELLEN ALVAREZ

DATE

STATE OF TEXAS
COUNTY OF DENTON

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WITNESS MY HAND AND SEAL OF OFFICE THIS THE ____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

____ COUNTY

MY COMMISSION EXPIRES ON _____

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS:

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COUNTY OF DENTON

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

KENNETH A. ZOLLINGER, R.P.L.S. #5312

DATE

STATE OF TEXAS
COUNTY OF DENTON

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GIVEN UNDER MY HAND AND SEAL OF THE OFFICE THIS ____ DAY OF _____, 2020.

NOTARY PUBLIC, DENTON COUNTY, TEXAS.

MY COMMISSION EXPIRES _____.



Exhibit of existing conditions for

REPLAT OF FOXBANE ESTATES
CONTAINING

LOTS 55R-1 & 55R-2

AND BEING A REVISION OF

LOT 55, FOXBANE ESTATES

AS PREVIOUSLY FILED IN CABINET H, PAGE 24,
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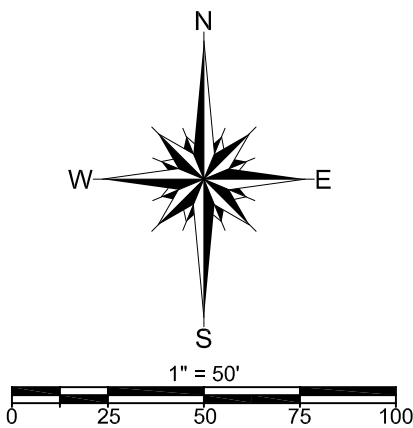
BEING PART OF THE MARY POLK SURVEY, ABSTRACT NUMBER
993, IN THE EXTRATERRITORIAL JURISDICTION OF THE TOWN OF
NORTHLAKE, DENTON COUNTY, TEXAS



1720 WESTMINSTER
DENTON, TX 76205
(940)382-3446
JOB NUMBER: 200143
DRAWN BY: MMF, MLB
DATE: 06-18-2020
R.P.L.S.
KENNETH A. ZOLLINGER

LEGEND

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POB = POINT OF BEGINNING
TXDOT = TEXAS DEPARTMENT OF TRANSPORTATION
MON = MONUMENT
CAP/IRS = CAPPED IRON ROD SET
R.O.W. = RIGHT OF WAY
INST. NO. = INSTRUMENT NUMBER
____ = ROAD CENTERLINE



SURVEYOR:

KAZ SURVEYING, INC.
1720 WESTMINSTER STREET
DENTON, TEXAS 76205
PHONE: (940) 382-3446
TBPLS FIRM #10002100

OWNER:

ELEUTERIO ALVAREZ AND JO ELLEN ALVARES
18524 JERRY JOY ROAD
JUSTIN, TX 76247
PHONE: (817) 879-0671
CONTACT: AMY ALVAREZ

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF. DOC.: NORTHLAKE CODE OF ORDINANCES, CHAPER 1, SECTION 1.03.092

SUBJECT: 20% GENERAL HOMESTEAD EXEMPTION



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)

BACKGROUND INFORMATION:

In 2017 Town Council passed a 5% residential homestead exemption, becoming effective the 2019 tax year. This ordinance will increase the residential homestead exemption from 5% to 20%. The is the maximum allowable under Texas Tax Code § 11.13(n). This homestead exemption would become effective in the 2020 tax year.

- Residential property taxes reduced \$188.00 annually based on \$425,000 average home value
- Overall Town taxable value and property tax reduced: \$50,000,000 and \$150,000, respectively

COUNCIL DIRECTION:

- Increase the General Homestead Exemption from 5% to 20% of assessed value



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 20-0625B

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING FOR A RESIDENTIAL HOMESTEAD AD VALOREM (PROPERTY) TAX EXEMPTION; PROVIDING A SAVINGS/REPEALING CLAUSE, SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

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

WHEREAS, Section 11.13(n) of the Texas Tax Code authorizes the Town to adopt an exemption from taxation of a portion of the appraised value of an individual’s residence homestead located within the Town; and

WHEREAS, the Town Council has determined that it would be advantageous and beneficial to Town residents to adopt the residential homestead ad valorem (property) tax exemption in accordance with Section 11.13(n) of the Texas Tax Code, as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Adoption of Residential Homestead Ad Valorem (Property) Tax Exemption. In addition to any other exemption provided by Texas law or Town ordinance, the owner of a residence homestead shall be entitled to an exemption from Town ad valorem taxation in an amount equal to the greater of five thousand dollars (\$5,000) or twenty percent (20%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended. The exemption shall be granted to any such residential homestead and the improvements qualifying for same as provided by law.

SECTION 3: Effective Date of Exemption. The exemption set forth in Section 2 of this Ordinance shall become effective beginning with the 2020 tax year and shall remain effective for each successive tax year until otherwise amended or repealed by the Town Council or other appropriate authority.

SECTION 4: Savings/Repealing. All provisions of any ordinance in conflict with this Ordinance are hereby repealed, but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent prosecution from being commenced for any violation occurring prior to the repeal of the ordinance. Any remaining portions of conflicting ordinances shall remain in



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

full force and effect.

SECTION 5: Severability. Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional and/or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town Council hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, regardless of whether any one or more sections, subsections, sentences, clauses or phrases is declared unconstitutional and/or invalid.

SECTION 6: Effective Date. This Ordinance shall become effective immediately upon its passage.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this 25th day of June 2020.

David Rettig, Mayor

**ATTESTED TO AND CORRECTLY
RECORDED BY:**

Shirley Rogers, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

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

SUBJECT: NORTHLAKE EDC & CDC BOARD MEMBER APPOINTMENTS



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 terms expired May 31st. The Town Council typically makes appointments to fill expiring terms on these boards in June of each year.

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)

BOARD MEMBER CANDIDATES:

- All current board members with expiring terms have expressed an interest to continue to serve
- Six Northlake residents have submitted an application to serve on a board (applications attached)

NEXT STEPS:

- Appoint or reappoint board members to expiring positions on the boards



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☒ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Nathan Fawkes
Address: [REDACTED] City/State/ZIP: Northlake TX 76226
Home Phone: [REDACTED] Work/Cell Phone: [REDACTED]
Email: [REDACTED] Fax: _____

How long have you lived at your current address? 2 yrs
Are you a registered voter? ☒ Yes ☐ No Certificate No.: _____

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

EMS Relations & Emergency Preparedness Coordinator for Medical City Lewisville
Previous occupation: 10 yrs as Firefighter/Paramedic at DFW Airport
BA Emergency and Disaster Preparedness (Graduated 2019)
MHA: Masters of Healthcare Administration (In Progress - Graduate year 2021)

Why do you want to serve on this group?

I believe in being involved in your community, particularly in ensuring
the development that progresses in the future is best for its citizens.
Safe communities should be a priority.

Do you have any potential conflicts of interest?

No

Do you have any related experience?

I do not have any specific Economic Development experience.
However, I believe I have had great experiences in public service
that have led me to be extremely excited about community
development.

What do you feel you have to offer this group?

As previously mentioned, I have served in a variety of roles of
public service, first in the Air Force, in the Texas National Guard
and as a Firefighter in DFW. Those experiences along with my
passion for safe, vibrant communities for my young family to experience.

Please complete Texas Open Record Act information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

TEXAS OPEN RECORDS ACT INFORMATION

Notice to Applicants: Once submitted, information contained in and included with this application is considered public record and must be released if a request is made.

According to Texas Government Code Section 552.024 each employee or official of a governmental body and each former employee and official of a governmental body shall choose whether to allow public access to the information in the custody of the governmental body that relates to the employee's home address, home telephone number, and email address.

Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☐ Yes	☒ No
Home Phone Number	☐ Yes	☒ No
Email Address	☐ Yes	☒ No

Official Name (print): Nathan Fowlkes

Official Signature: [Signature]

Date: 6/11/2020

Print**Board, Commission and Advisory Group Application - Submission #382****Date Submitted: 1/16/2020**

Board Commission Advisory Group

[Board Commission Advisory Group \(PDF\)](#)

Name

Matthew Garrett

Address



City

Northlake

State

TX

Zip Code

76226-1854

Home Phone



Work Phone



Email Address



Occupation, Experience, Degrees Held

Director of Safety & Security, 15 years in Public Safety, BS-Emergency Administration and Planning.

Explain why you would like to serve on this board, commission or advisory group.

I would like to be involved in helping Northlake develop. My family has enjoyed living in Northlake and I feel excited for the town's future. I feel it is important to help support economic development to ensure the citizens of Northlake have places to shop, eat and have better access to other important services.

Do you have any potential conflicts of interest?

No. I am a government employee but the Northlake EDC does not fall within the jurisdiction of my employer.

Explain any related experience you may have.

I have not had any experience with a EDC or related entity.

What do you feel you have to offer this group?

I have an honest opinion, I take a common sense approach and I have a desire to serve Northlake.



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☐ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Lesley Miley

Address: _____

City/State/ZIP: Northlake, TX 76226

Home Phone: _____

Work/Cell Phone: _____

Email: _____

Fax: _____

How long have you lived at your current address? 10 years

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: 1052132011

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

Manager, Decision Analytics/Modeling for the F-35 program - BAE Systems

I have worked 20 years in the defense industry in areas such as Database management, warehousing, and supply chain.

Bachelors of Business Administration

Why do you want to serve on this group?

I have lived in Northlake for 10 years. It is growing very rapidly. I love my home and love my town. I would like to be able to participate in the decisions being made instead of waiting to see what happens. I want what is best for the community.

Do you have any potential conflicts of interest?

no

Do you have any related experience?

I manage a team of seventeen very diversified people from age, race, experience and education.

I served on the social committee in an HOA where we planned the Easter bunny and a Forth of July Parade, mailbox decorating contest, BBQ, waterslide, snow cones and tents. I also coordinated a neighborhood BBQ for those that are in Brian's Place in Northlake a few years ago for neighbors to meet and socialize.

What do you feel you have to offer this group?

I am a people person, a networker and I like to organize and solve problems.

I have a high standard of how I want to live and raise my children. I moved here to ensure that. I want to continue to keep it that way for future families in Northlake.

Please complete Texas Open Record Act information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

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Each employee and official shall state their choice to the Town Secretary's office by completing the information. [REDACTED]

Allow public access to:

Home Address	☐ Yes	☒ No
Home Phone Number	☐ Yes	☒ No
Email Address	☐ Yes	☒ No

Official Name (print): Lesley Miley

Official Signature: Lesley Miley

Date: 06/16/2020

RECEIVED
JUN 16 2020
BY: AK



BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☐ Economic Development Corporation (EDC)
☒ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: Michaela L. Monson

Address: _____

City/State/ZIP: Northlake, TX 76226

Home Phone: N/A

Work/Cell Phone: 972-977-3709

Email: monson.michaela.l@gmail.com

Fax: N/A

How long have you lived at your current address? 7 months

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: _____

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

Current occupation is as a project manager within a technology group. I have held this position for 2 years. Prior to that, I lead multiple fundraising initiatives within a nonprofit. Each initiative was aimed at supporting a capital campaign for the development of a 10,000 acre facility. Management of this project consisted of engaging the local communities and leaders, meeting with planners and developers to view schematics and layouts, and working alongside the Chamber of Commerce to discuss economy and labor stimulus.
Why do you want to serve on this group?

As a new, permanent, resident of the Town of Northlake, it's my desire to utilize my skills, knowledge, and experiences to serve my community. Additionally, I wish to contribute to the vitality and growth of the Town of Northlake.

Do you have any potential conflicts of interest?

No potential conflicts of interest that I am aware of.

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JUN 1 2020

Do you have any related experience?

Outside of my career experience, no.

BY: _____

What do you feel you have to offer this group?

To this group, I can offer my professional experience and my new resident perspective; particularly, what contributed to our decision of taking up residence in Northlake. Additionally, contribution to the thought-process and execution of retaining citizen spending within the town and identifying new ways to encourage business and visitor growth.

Please complete Texas Open Record Act Information on next page

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

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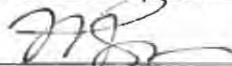
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Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address	☐ Yes	☒ No
Home Phone Number	☒ Yes	☐ No
Email Address	☒ Yes	☐ No

Official Name (print): Michaela Lynne Monson

Official Signature: 

Date: _____

[Print](#)**Board, Commission and Advisory Group Application - Submission #381****Date Submitted: 1/15/2020**

Board Commission Advisory Group

[Board Commission Advisory Group \(PDF\)](#)

Name

Adam Quinn

Address



City

Northlake

State

Tx

Zip Code

76247

Home Phone



Work Phone



Email Address



Occupation, Experience, Degrees Held

Sales, 8 years as Public Sector and Private Sector Account manager as well as retail Solution Specialist. Associates in General Studies

Explain why you would like to serve on this board, commission or advisory group.

I'm a new resident in Northlake and I'm very interested in the future development of the area. I want to be able to serve the community when possible and help make it the best place to live in North Texas.

Do you have any potential conflicts of interest?

Current Northlake Verizon Account manager

Explain any related experience you may have.

Currently work with many cities (City Managers, Police, Fire, P&R Directors) helping them overcome challenges with communications and mobile work force.

What do you feel you have to offer this group?

I believe that if there is a challenge or a project that Northlake is working on I may be able to pull ideas or resources from other cities to help see what has worked elsewhere. Also, Passion. This is where my kids will be raised and I'm very passionate about having them grow in a safe community environment that they will love.

Indicate your interest by checking one of the following:

☐ Northlake Community Development Corporation (CDC)

☒ Northlake Economic Development Corporation (EDC)

☐ Other Advisory Groups (as needed)





BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

BOARD, COMMISSION, AND ADVISORY GROUP INFORMATION

Check any that you are interested in:

- ☒ Economic Development Corporation (EDC)
☒ Community Development Corporation (CDC)

☐ Other Advisory Groups: _____

APPLICANT INFORMATION

Name: TAMMY WRIGHT
Address: 1701 VALLEY RIDGE DR City/State/ZIP: NORTH LAKE, TX 76247
Home Phone: _____ Work/Cell Phone: 972-998-9389
Email: tammy.wright@gmail.com Fax: 940-648-0069

How long have you lived at your current address? 12 yrs 10 mos

Are you a registered voter? ☒ Yes ☐ No

Certificate No.: 109/419663

Please answer the following questions. You may attach a separate sheet if needed to fully answer any of the questions. You may also attach a resume although a resume is not required.

Occupation, Experience, Degrees held?

I have recently retired from Spectrum Enterprise where I was a product manager on the Fiber Internet team. I have over 30 years experience in the telecommunications/product industry. In my career, I led product implementation & management functions with primary responsibility for product development as well as life cycle, →

Why do you want to serve on this group?

I was previously Vice President of the CDC and would like the opportunity to continue serving the Town of Northlake to ensure we approach development in a strategic rather than haphazard manner, while maintaining the high standards and quality of life we currently enjoy.

Do you have any potential conflicts of interest?

I do not have any potential conflicts of interest.

Do you have any related experience?

I have led many project teams tasked with delivering high-quality products and services in strict timelines with stringent quality parameters. I have been tasked with leading teams comprised of members from diverse work groups and have been able to ensure everyone's priorities are met.

What do you feel you have to offer this group?

I can offer my experience and skills in leadership, decision making, problem solving, cross-functional team leadership, long-term strategy and program management. I have experience in vendor selection & management, preparation, submission, and of reports and presentations, reviewing and analyzing performance metrics, as well as creating & delivering to sales and support personnel.

Please complete Texas Open Record Act information on next page

unit, revenue, and expense commitments. In my most recent role, I was the business owner responsible for the product lifecycle management of digital & cloud services and technology solutions. In this position, I simultaneously managed multiple complex projects while leading project teams composed of members from many diverse work groups. I have demonstrated a history of bringing projects from RFI to launch in extremely tight timelines as well as exceeding goals and managing successful programs.

BOARD, COMMISSION, & ADVISORY GROUP APPLICATION

Form revised 1/31/2019

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Each employee and official shall state their choice to the Town Secretary's office by completing the information below.

Allow public access to:

Home Address

☒ Yes

☐ No

Home Phone Number

☒ Yes

☐ No

Email Address

☒ Yes

☐ No

Official Name (print):

Tammy Wright

Official Signature:

Tammy Wright

Date:

06/15/2020

RECEIVED
JUN 15 2020
BY: SR

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JUNE 25, 2020

REF. DOC. : ORDINANCE NO. 20-0423A, DECLARATION OF LOCAL DISASTER

SUBJECT: MODIFICATION, CONTINUATION AND/OR SUSPENSION OF
DECLARATION OF LOCAL DISASTER AND PUBLIC HEALTH
EMERGENCY



STRATEGIC GOALS/OBJECTIVES:

- Protect the health, safety and welfare of the residents of Northlake

BACKGROUND INFORMATION:

- March 23, 2020 – Northlake Mayor David A. Rettig issued an amended Declaration of Local Disaster reducing gathering of people to 10 or less and closing playgrounds
- March 26, 2020 – Northlake Town Council extended declaration indefinitely
- April 23, 2020 – Northlake Town Council modified declaration to remove prohibitions and follow Governor Abbott’s declaration, keep specified benefits and waivers, and maintain eligibility for future federal and state grants
- Declaration waived online utility payment fees, late fees and past due disconnects

CURRENT SITUATION:

- Town’s declaration suspended utility late fees and disconnects
- 19 utility accounts past due; typically, 8 accounts past due
- 4 utility accounts more than 3 months past due

COUNCIL RECOMMENDATION:

- Continue to waive online payment fees, reinstate utility late fees and past due disconnects

TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: JUNE 25, 2020

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: JUNE 25, 2020

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 9

DATE: JUNE 25, 2020

ITEM: ADJOURNMENT

