

1. Agenda

Documents:

[NORTHLAKE TOWN COUNCIL AGENDA 8-13-20.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 8-13-20.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
MEETING AGENDA
THURSDAY, AUGUST 13, 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 meeting on Thursday, August 13, 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 Police Chaplain Matthew Harding, Pastor of Well Church Argyle
 - Pledge of Allegiance led by Mayor David Rettig
2. Briefing Items
 - A. FY 2020-2021 Proposed Budget Presentation
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
 - B. Discussion and action on an FY 20-21 Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System between Denton County and the Town of Northlake Police Department
 - C. Discussion and action on the FY 21 Contract for Services between Trinity River Authority and Town of Northlake - Revised Technical Services Fee Schedule
 - D. Discussion and action on the Town Council Meeting Minutes of 7-16-20

6. Regular Items

- E. Discussion and action on 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. 20-0813A
- F. Discussion and action on an ordinance amending the Code of Ordinances, Town of Northlake, Texas, Chapter 11 Traffic and Vehicles, adding Article 11.06 Golf Carts; providing for the operation of golf carts on certain roadways in the Town
 - i. Ordinance No. 20-0813B
- G. Discussion and action on setting the date for public hearings for the Fiscal Year 2020-2021 Proposed Tax Rate and Town Budget at the council meeting on September 10, 2020 and set the adoption of the proposed tax rate and budget at same meeting
- H. Discussion and action on setting the date for public hearings for the service and assessment plans of Northlake Public Improvement District No. 1 (Harvest) and Northlake Public Improvement District No. 2 (The Highlands) for the council meeting on September 10, 2020 and set the adoption of the plans at the same meeting
- I. Discussion and action on a resolution authorizing the Town Administrator to enter into a contract with BrooksWatson & Co., PLLC. for Professional Audit Services
 - i. Resolution No. 20-20
- J. Discussion and action on a resolution authorizing the Town Administrator to enter into contract with Wells Fargo Bank, N.A. for Bank Depository Services
 - i. Resolution No. 20-21
- K. Discussion and action on a resolution authorizing the Town Administrator to contract with Landmark Structure I, L.P. for a 0.75 MG elevated storage tank not to exceed \$3,234,000.00
 - i. Resolution No. 20-22
- L. Discussion and action on a resolution authorizing the Town Administrator to enter into a contract with Halff and Associates for wastewater treatment plant design and permitting related to the Catherine Branch Project not to exceed \$300,000
 - i. Resolution No. 20-23
- M. Discussion and action on access to Town Administrator Calendar
- N. Discussion and action to cancel the August 27th and September 24th Council Meetings

- O. 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 related to development and annexation of the Chadwick Tracts, 6-acre and 3-acre tracts of land generally located at the corner of Cleveland Gibbs Road and Chadwick Parkway;
- vi. Legal advice related to development and annexation of the Henderson Tracts, seven tracts totaling 146 acres of land generally located at the southwest corner of FM 156 and Harmonson Road;
- vii. Pending or contemplated litigation;
- viii. Brandon K. Thrasher vs. Fort Worth Police Department, Northlake Police Department, Denton County Sheriff's Department, US District Court Case No. 4:20cv350-SDJ-KPJ;
- ix. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367;
- x. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084;
- xi. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367
- xii. Potential litigation related to Dale Earnhardt Way road failures.

- B. 551.072 Deliberations about Real Property authorizes a governmental body to deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person
- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way out of a certain 3.05 acre tract of land
 - ii. Deliberation regarding the purchase, exchange, lease or value of real property to be acquired as property for water system expansion out of certain 1.72-acre tract of land

C. Section 551.087 Deliberations regarding Economic Development Negotiations related to businesses locating in the Town

- i. Deliberation regarding offer of financial or other incentives to a business prospect described as the Catherine Branch Project which includes the Foster and Buchanan tracts generally located at the northwest corner of IH-35W and Dale Earnhardt Way

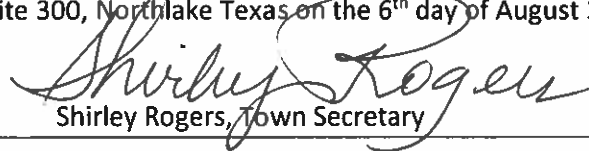
8. Open Session

- a. Take any action necessary from Executive Session

9. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall
1500 Commons Circle, Suite 300, Northlake Texas on the 6th day of August 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).



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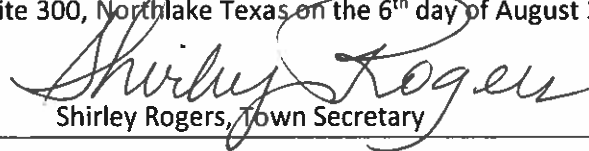
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: AUGUST 13, 2020

ITEM: WORKSHOP

CALL TO ORDER & ROLL CALL
INVOCATION
PLEDGE OF ALLEGIANCE



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: AUGUST 13, 2020

ITEM: BRIEFING ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 102, MUNICIPAL BUDGET

SUBJECT: FISCAL YEAR 2020-2021 PROPOSED AND 2019-2020 REVISED BUDGETS



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)
- Effectively Manage Public Resources (Council Goal)
- Diversify the Tax Base (Council Goal)
- Systematically Invest in Infrastructure (Council Goal)

BACKGROUND INFORMATION:

Per Texas State Law, the Town of Northlake is required to adopt a balanced budget. For Northlake, a general law municipality, the Mayor serves as the Budget Officer. The proposed budget has been filed with the Town Secretary on August 7, 2020 which is thirty (30) days prior to September 10, 2020; the meeting at which Council is scheduled to adopt the budget.

- Key Budget Dates
 - o May 14, 2020 – FY 2021 Budget Principles
 - o June 11, 2020 – FY 2021 Budget Outlook
 - o June 25, 2020 – Homestead Property Tax Exemption increased from 5% to 20% max and FY 2021 Preliminary Budget discussions
 - o July 16, 2020 – Utility rates adopted to make utility system self-sustaining, official intent to issue debt resolved, and FY 2021 Preliminary Budget discussions
 - o August 13, 2020 – FY 2021 Proposed Budget
 - o September 10, 2020 – FY 2021 Adopted Budget
- Budget Highlights
 - o Homestead Property Tax Exemption increased to 20% maximum allowed by State law
 - o Utility rates increased to ensure water and sewer system self-sustaining immediately
 - o Current low tax rate of \$0.295 per \$100 of assessed value preserved
 - o Additional \$7,000,000 debt issued to invest in much needed infrastructure
 - o Seven new positions added to maintain existing service levels
 - o Two percent (2%) salary adjustment to maintain market position and retain employees

COUNCIL DIRECTION:

- Review budgets and call hearings

TOWN OF NORTHLAKE, TEXAS

PROPOSED BUDGET FISCAL YEAR 2021





BUDGET PREPARED BY:

DREW CORN, TOWN ADMINISTRATOR

JOHN ZAGURSKI, FINANCE DIRECTOR

TARA BARTON, MARKETING & COMMUNICATIONS COORDINATOR

PARWAIZ BROKER, ACCOUNTANT

JAKOB BRESSLER, TOWN ADMINISTRATION INTERN

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COUNCIL VOTE & TAX RATE

This tax rate will raise more total property taxes than last year's budget by \$961,168 or 40%, and of that amount \$744,050 is tax revenue to be raised from new properties added to the tax roll this year.

The Town Council will vote on September 10, 2020 to adopt a tax rate above the No-New-Revenue Tax Rate, but lower than the Voter-Approval Tax Rate.

Name	Title	For	Against
David Rettig	Mayor*		
Brian Montini	Mayor Pro Tem		
Rena Harderman	Council Member		
Jimmy Lambert	Council Member		
Roger Sessions	Council Member		
Danny Simpson	Council Member		

*The Mayor is a non-voting member of council, unless there is a tie vote

MUNICIPAL TAX RATE

	2020-2021 CURRENT YEAR
De Minimis Tax Rate	\$0.340963/\$100
Voter-Approval Tax Rate	\$0.300137/\$100
No-New-Revenue Tax Rate	\$0.275801/\$100
No-New-Revenue M&O Rate	\$0.146828/\$100
Interest & Sinking (I&S)	\$0.148172/\$100
Tax Supported Debt Service	\$1,730,052

	2019-2020 LAST YEAR	2020-2021 CURRENT YEAR
Maintenance & Operations (M&O)	\$ 0.155563/\$100	\$ 0.146828/\$100
Interest & Sinking (I&S)	\$ 0.139437/\$100	\$ 0.148172/\$100
Total Property Tax Rate	\$ 0.295000/\$100	\$ 0.295000/\$100

KEY OFFICIALS



MAYOR
DAVID RETTIG



MAYOR PRO TEM
PLACE 3
BRIAN MONTINI



PLACE 1
RENA HARDEMAN



PLACE 2
JIMMY LAMBERT



PLACE 4
ROGER SESSIONS



PLACE 5
DANNY SIMPSON

APPOINTED OFFICIALS

TOWN ADMINISTRATOR - DREW CORN
TOWN SECRETARY - SHIRLEY ROGERS
MUNICIPAL JUDGE - HONORABLE THOMAS HOBBS

MANAGEMENT TEAM

COURT ADMINISTRATOR - LEANN OLIVER
DEVELOPMENT SERVICES DIRECTOR - NATHAN REDDIN
FINANCE DIRECTOR - JOHN ZAGURSKI
POLICE CHIEF - ROBERT CRAWFORD
PUBLIC WORKS DIRECTOR - ERIC TAMAYO

A MESSAGE FROM MAYOR DAVID RETTIG

Honorable Council, Residents, Businesses, and Customers,

The Town of Northlake faces unusual and challenging times. In 2020, our community has weathered a global pandemic, an economic recession and sweeping changes to daily patterns of life. The State of Texas has suffered from revenue short falls due to low oil prices and a statewide decrease in gas tax receipts during the stay-at-home order.



Despite an uncertain economic environment, Northlake remains one of the fastest growing communities in Texas. Although we are excited to welcome new residents and businesses to our town, new development requires strategic allocation of resources to maintain existing service levels. With the recent revenue caps set in place by the Texas Legislature, it is more challenging than ever to budget responsibly while maintaining the Town's low tax rate.

As Mayor, I am designated by State statute as the Budget Officer of the Town. Therefore, it is my duty to set the budget priorities for the coming year. These priorities align with the goals of Council and address the challenges facing the Town. For the fiscal year beginning October 1st, 2020 the budget priorities of the Town are:

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

By state law a municipal government must pass a balanced annual budget. As a public servant and a good steward of your tax dollars, my duty is not just to propose a balanced budget for FY 2021, but also to plan for the future of our town. Investing in our future through the strategic placement of infrastructure will spur development, further diversify our tax base and decrease our reliance on the residential property tax base.

This year Northlake residents will see the benefit of past strategic investments with the passage of a 20% homestead exemption. The loss in revenue from property tax dollars was completely absorbed by the growth in our commercial tax base. It is my intention as Mayor to continue to harnessing commercial growth to bring further investment that directly benefit residents of Northlake.

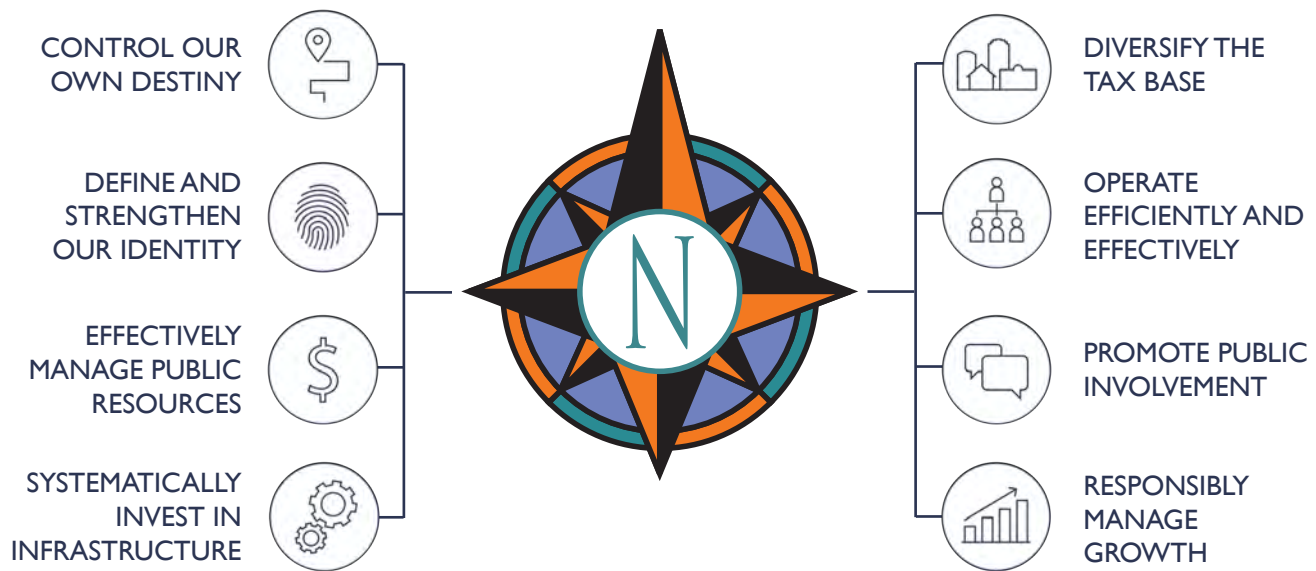
To accommodate the Town's recent growth and maintain the level of service our residents expect and deserve, resources and staffing must increase proportionally. The budget for Fiscal Year 2021 allocates funds to the service areas that matter most to our residents, including public safety and infrastructure improvements.

This year's budget cannot begin to address the issues we face on a global level, but it can serve as a compass to navigate our town through these uncertain times. As your Mayor, it is my privilege to continue to provide quality service and invest in the future of the Town of Northlake.

Sincerely,

David Rettig
Mayor, Town of Northlake

TOWN COUNCIL GOALS



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 AND EFFICIENCY

BUDGET TRANSMITTAL LETTER

Honorable Mayor & Town Councilors of the Town of Northlake,

In accordance with the Town of Northlake Code of Ordinances and the State of Texas Local Government Code, Town Staff present the proposed budget for the fiscal year 2020/2021, which was developed to achieve the Mayor's budget priorities and Town Council's goals. This financial document provides the resources needed to maintain services at current levels for an increasing population. Northlake continues to provide long-term strategic investment of capital dollars to further diversify our future tax base. As more residents and new businesses relocate to Northlake, their expectations for high-quality Town services follow. The new homes, stores, offices and warehouses added to the Town's property tax rolls will provide resources to fund Town services such as police and public works, construct and expand water and sewer systems, and improve the Town's road system. This balanced budget delivers personnel and infrastructure on time using verifiable and sustainable resources.

OVERVIEW

The proposed budget includes total revenues of \$25,310,684 and expenditures of \$41,453,811. Expenditures exceed revenues by \$16,143,137 due to \$20,535,000 of capital improvements in the Capital Projects Fund & Water Capital Projects Fund. Excluding capital improvements, the overall budget contains a surplus (revenues over expenditures) of \$4,391,865. The fund balance of the General Fund is anticipated to increase \$53,190. This message discusses, by fund, the major issues addressed in the FY2020/2021 budget. Highlights include:

PERSONNEL \$4,808,198

- 3 Police Positions
- 3 Public Works Positions
- 1 Administrative Position
- 2% increase in Health Benefits Cost
- 2% Salary Market Adjustments

EQUIPMENT REPLACEMENT & CAPITAL ITEMS \$395,000

- Police Vehicle Replacements
- Public Works Truck Replacement
- New Police Patrol Vehicle
- Digital Broadcast Technology
- Workstation Replacements
- Server Replacements

CAPITAL IMPROVEMENT PROJECTS TOTALING \$18,865,000

- North Area Elevated Storage Tank
- South Area Elevated Storage Tank
- South Area Pump Station
- Old Justin Road (Faught to Flanagan Farm)
- Repair of Canyon Fall Road Failures
- FM 407 and Cleveland Gibbs Traffic Light
- Catherine Branch Water and Sewer Projects
- Fire Protection Lines for Schober and Bingham Roads
- Florance Road (Strader to Yarbrough)
- Faught Road (Old Justin to Robson Ranch)
- North Area Pump & SCADA

BUDGET PRINCIPLES

The Fiscal Year 2020/2021 budget development started in January of the prior year. The process involved several meetings with Town Council and Town Staff. The Mayor provided his budget principles which are used in the development of the budget to address the challenges the Town is facing. Below is a discussion of each budget principles, the challenge it addresses, and what resources and actions the Town dedicates to the principles.



BALANCE BUDGET WHILE INVESTING IN FUTURE CAPABILITIES

A balanced budget starts by ensuring that current revenues exceed or equal current expenses, but this definition fails to address how current resources allocations can jeopardize the future capabilities of the Town. The Town of Northlake is growing, but that does not mean that current financial plans can rely on that growth.

To properly frame this priority, the Town divides revenue and expenses between two categories: one time and ongoing. Two examples of this are found in the current budget. Development related revenues are high, but they are dependent on growth and thus considered one time. These revenues are used to pay for contract inspection, engineering, and plan review services. Choosing to contract out these services instead of hiring staff for each service ensures that they remain one time and not continual. If development related revenue were to stop tomorrow, so would these contract services.

Investing in future capacity for the Town means utilizing one-time expenses to generate new continual revenue. We are accomplishing this by ensuring that new utility improvements will result in new development, that will bring in additional property tax revenues. The Catherine Branch project will extend utility services to the West side of I35W north of Dale Earnhardt Way. This investment will yield new development that, once completed, will generate an estimated \$1,000,000 in new property tax dollars. These commercial warehouse developments are a low uses of municipal services, which helps to spread the costs of current services, and ensure that the staff can continue to maintain service levels.



IMPROVE, CONSTRUCT AND REPAIR ROAD, WATER, SEWER AND DRAINAGE INFRASTRUCTURE

For a small town, Northlake has a vastly expanding water system. There are over 2,500 water connections in Northlake. To provide safe, reliable water to each customer, Northlake must expand pumping and storage capacity. The southern area of Northlake benefits from being on the low end of the City of Fort Worth's water system and currently receives water at adequate pressure. However, with the development of north Fort Worth this latent pressure will continue to diminish. The northern area of Northlake began large-scale water distribution with the addition of pumps and ground storage located at the old Town Hall as funded by the Belmont Fresh Water Supply District. Belmont FWSD designed and constructed Phases 1 and 2 of the northern system. Because of the development of The Highlands, Prairie View, Stardust Ranch and Creek Meadow and the future development of The Ridge and Pecan Square, the Town has taken the lead in design and construction of Phase 3 for the benefit of all customers. Belmont FWSD will still proportionally participate in the cost of Phase 3. The budget for these water system improvements is \$12,000,000.

To fund these improvements, the Town issued \$12,000,000 in certificates of obligation in FY 2019 for a crucial expansion of the Town's water system. The continued capacity and viability of Northlake's water system must be preserved. In the north, a 1.25-million-gallon elevated water storage tank and related lines will be built to ensure water storage and pressures. In the south, a 0.75- million-gallon elevated water storage tank and a 0.5-million-gallon ground storage tank with pumping capacity and related lines will be constructed to replace the reduced water pressure supplied by the City of Fort Worth. For FY 2021, the north Water Tower construction is well under way and the projects in the southern area are in the design phase. The Town has acquired all the necessary sites and easements for these improvements. The debt service for the Series 2018 C.O.s is supported by the growth of the Town's property tax base and includes only existing platted developments. It is not based on future projects. The Town's first debt issuance was in 1997 for the initial water system at IH-35W and SH 114. It was at this point that Northlake became a retail water provider upon which its residents and businesses relied. In FY 2020, the Town began work on three different road projects using the remaining balance of the Series 2016 C.O.s to make improvements to Old Justin Road, fix the Canyon Falls road failures, and contribute to the redesign of the intersection of FM 407 and Cleveland Gibbs.

The FY 2021 budget contains several new projects that will be funded by the \$7,000,000 Series 2020 Tax Notes. Included in the project list is \$3.5 Million for the Catherine Branch Project which will extend water service across I35W and establish a temporary sewer plant that will support service north of Texas Motor Speedway along Dale Earnhardt Way. The bond funds also include \$300,000 for fire protection lines to be run along Schober and Bingham Roads. Lastly, the \$3.2 Million of the Tax Notes will be used to fund two road improvement projects; Florance Road (Strader to Yarbrough) and Faught Road (Old Justin to Robson Ranch). The tax notes will be supplemented with water, sewer and roadway impact fees.



ENSURE SUSTAINABLE DEVELOPMENT THROUGH STRATEGIC PLANNING

The Town of Northlake continues to leverage growth to the benefit of existing residents and the expansion of Town infrastructure. For instance, North Ridge Estates property values provided funding to pave Florance Road, Bingham Road, Schober Road, and parts of Holder Road and Evelyn Road. Construction of the Highlands of Northlake brought a water line to North Ridges Estates. Prairie View Farms brought a water line from FM 407 up Faught Road, and Stardust Ranch brought a water line from FM 407 up Florance Road. Although Harvest is not in the Town limits, this development led to the connection between the Upper Trinity Regional Water District (UTRWD) and the old Town Hall pump station and ground storage tanks. The Canyon Falls development funded a second connection to UTRWD, a trail system and upgrades to Florance, Cleveland-Gibbs and Sam Lee Roads. The continued residential growth in The Highlands, Prairie View Farms, Creek Meadows, Stardust Ranch and Canyon Falls provides the tax base to support the Series 2018 debt issuance. Recently approved developments of Pecan Square and The Ridge will ultimately expand Cleveland-Gibbs between Robson Ranch Road and IH-35W to four lanes and support the Town water and sewer system expansion. A future Northwest ISD high school will also be in Northlake town limits due to these developments.

The Catherine Branch Project starts the process of expanding utility services north of Dale Earnhardt Way and west of IH-35W. These properties are in Northlake's ETJ, but providing utilities in the area allows the Town to negotiate annexation of these properties. Commercial development will benefit the Town for years to come; the Catherine Branch Project brings water and wastewater services to the west side of IH-35W, allowing this area to continued logistics warehouse development to march westward.



ATTRACT BUSINESSES TO DIVERSIFY FUTURE TAX BASE

Northlake straddles Interstate Highway 35W with State Highway 114 intersecting at the southern Town limit. The Town's position on two major highways and proximity to the Alliance intermodal center to the south make Northlake an ideal location for distribution intensive businesses. Commercial warehouse space and logistics are two of the few sectors of the economy that grew during the pandemic due to the low density of work forces and the increased reliance on businesses supply chains. The commercial corner of IH-35W & SH 114 approaches buildout with the completion of the Stanley Black & Decker and Schluter Systems facilities in Northlake of 1.2 million and 500,555 square foot buildings, respectively. These two major highways also bring a significant number of commuters and travelers through Northlake, creating an environment conducive for restaurants and hotels.

The completion of Texas Roadhouse at the end of the 2020 calendar year will strengthen the Town's growing sales tax base: La Quinta, Staybridge Suites, Tru by Hilton and Best Western Plus are each in various stages of development in Northlake. The increased traffic congestion caused by development in the region frustrates existing residents, but by bringing these businesses to Northlake the Town collects sales and hotel occupancy taxes to fund services for both old and new residents.



INCREASE STAFFING TO MAINTAIN CURRENT SERVICE LEVELS

All department head budget requests are designed to maintain current service levels. With minimal plan changes, healthcare costs are expected to increase by 2% from last year which is below initial projections. Supplies and maintenance expense categories will increase slightly due to increased staff levels and equipment, respectively. Costs for services has increased significantly from the previous year. The Town's outsourcing of its contract building inspection services has contributed to much of this cost increase but has also increased building permit revenue. Internal service expenses will also increase in FY 2021 to cover cost increases associated with new vehicles, equipment and a full year of rent for the newly leased Town Hall and Police Department buildings.

The Town continues to increase staffing in proportion to the growth Northlake is experiencing. In FY 2020, the Town added eight positions: a Public Safety Officer, a Patrol Officer, a Police Captain, a three person crew and Superintendent in Public Works, and a Communications and Marketing Coordinator. In FY 2021, the need for additional staff continues with seven positions being requested. The Town's largest departments, Police and Public Works, are requesting a detective and two patrol officers, and two maintenance workers and an equipment operator, respectively, to keep up with the increasing demand of field operations. The patrol officer will bring the number of fully staffed shifts to four, ensuring that when vacation and training occurs the number of officers will not drop below three per shift. Daytime shifts have been covered by traffic officers when necessary. The detective is needed to keep up with the growing caseload and ensure there is not a decrease in case closings. The two new maintenance workers are needed for the street crews to meet safety regulation when completing street repairs. Due to the growth of the sanitary sewer system, a full-time equipment operator will be dedicated to operate the sewer jetter. This position is pivotal to maintaining maintenance levels on the Town's growing sewer system. The final requested position is a proposed management assistant that will assist the town administrator with Town Council projects and research tasks. They will also be responsible for assisting with the audit, management of development agreements and capital project tracking.



RECRUIT AND RETAIN HIGHLY QUALIFIED AND MOTIVATED PERSONNEL

Retaining and recruiting qualified and capable employees is difficult in the competitive North Texas region, especially for a small community. This budget provides a 2% step plan increase for police personnel and a 2% cost of living adjustment for all other employees. The goal in maintaining competitive salaries is to recruit high-performing, well-trained employees. The loss of productivity due to poor retention and high costs associated with the constant replacement and retraining of new employees far exceeds these salary increases.

Healthcare costs have increased 2% from last year. Last year the Town reinstated the original funding levels of Town contributions to employee health savings (HSA) accounts from \$75 per month back to \$100 per month. This change will incentivize the selection of plans including HSAs thereby reducing Town healthcare liabilities in the long term.



INVEST IN EQUIPMENT AND TECHNOLOGY TO INCREASE PRODUCTIVITY & EFFICIENCY

The Town leverages technology when applicable and cost effective. Last year's budget added a permit tracking software which allows homebuilders and other trades to submit, view and pay permits online, as well as allow development staff to review and approve permits. This scalable software system will allow the Town to avoid the hiring of a future staff position for permit intake and routing.

The Town's utility system benefited from a SCADA upgrade allowing the remote monitoring and controlling of the Town water and sewer systems which include two water pump stations, two sewer lift stations and the addition of another pump station and two elevated storage tanks.

New technology features proposed in this year's budget include a software and hardware package that will allow for the live broadcast of the public meetings from the Council Chambers. Broadcasting of council meetings has grown increasingly important during the pandemic due to social distancing measures that limit the opportunity for public participation. Workstation replacements are needed to transition staff to new phones and computers that have become outdated. All appropriate staff will be provided laptops to facilitate remote working if needed. Lastly, the FY 2021 budget includes a scheduled server replacement of the Town's oldest server, which has reached the end of its life cycle.

CONCLUSION

The Fiscal Year 2020/2021 budget reflects the Council's strategic goals and the Mayor's budget principles. It serves as an operating guide for management staff as well as the Town's financial plan concerning anticipated appropriations and projected revenues. With the growth in property tax revenue due to new construction, the stabilization of sales tax revenue, and the anticipated growth in development-related fees, the Town can support an increased demand for services and expansion of the Town's infrastructure with a proportional increase in resources. The budget will maintain existing service levels but for a greater number of residents, customers, and businesses, and for activities with an increased level of complexity. The budget will continue to use new resources to invest in infrastructure upgrades as well as personnel in order to accomplish core municipal functions.

Sincerely,

A handwritten signature in black ink, appearing to read "Drew Corn". The signature is fluid and cursive, with the first name "Drew" and last name "Corn" clearly distinguishable.

Drew Corn, Town Administrator

FUND DISCUSSION

GENERAL FUND

The General Fund for the Town of Northlake is its primary operational fund. The projected starting fund balance for the general fund is \$3,126,236 or 51% of FY 2021 operating expenditures. Fund balance is projected to increase \$53,190, to a total ending fund balance of \$3,179,426. The fund balance over the past three years has doubled, this is primarily due to the rapid residential and commercial increase the Town is experiencing. The State of Texas recommends the general fund cover 30% of operating expenses and our balance comfortably meets this standard.

REVENUE

The largest revenue sources for the general fund are building permits at \$1,841,000, making up 29% of all revenues. The major driver for building permits is new residential permits, which make up 90% of the total permit revenues. The Town has three large residential developments being constructed currently: Harvest, Pecan Square, and The Ridge. As well as a number of estate lot developments such as Stardust Ranch, The Highlands and Creek Meadows.

Property Tax revenues make up the second largest category of revenues at \$1,666,794 or 25% of all revenues. With rapid residential expansion, property taxes projects to overtake building permit revenues in the next two years. The Town's property tax base is primarily commercial, exhibited by distribution and logistics industries, however the base will continue to change over the next few years due to residential growth. The large commercial base has given the Town the ability to increase its homestead exemption to 20% of taxable value, the maximum allowed by State law, providing a property tax relief to homeowners. The property tax of the Town has remained low at \$0.295000 per \$100 of taxable value.

Sales tax makes up 15% of the total revenue at \$1,005,000. This is a 29% increase from last years budgeted amount due to the anticipated opening of a Texas Roadhouse in Northlake along the east side of 35W at SH114. The second driver of increased revenue has been the South Dakota v. Wayfair decision, which has increased the online sales revenue the Town receives. Northlakes sales tax has proven to be resilient during the pandemic as evidenced by the fact revenue has increased since March. Northlake does not rely heavily on retail and tax exportation which has created a stable revenue stream. The Town experienced sales tax growth instead of contraction during the shutdown due to all the above factors.

Other smaller sources of revenue for the Town's General fund are Court Fines (7%), Franchise Fees (7%), Development Revenues (8%), Transfers (5%), and Contract Police Services (4%). Total combined these sources make up \$2,011,000 or 30%. The reminder 1% of revenue comes from Registrations, Interest, Service Fees, and Unanticipated Revenue.

EXPENDITURES

Personnel payroll is the largest expenditure category for the Town. Northlake staff provide essential services of the Town government and are the largest driver of costs. The Town has budgeted the costs of approximately 40 employees for next year. Total personnel expenditures for the General fund are \$3,750,152 or 56% of total expenditures. This has increased since last year due to the addition of five new positions to the fund: a detective, two officers, two maintenance workers, and a management assistant. Due to the growth in population it is necessary to increase staff to maintain current service levels and capacity to meet resident demand.

The second largest expenditure category for the Town of Northlake is services, which total 23% or \$1,505,446. These are third party contract services, the greatest cost being inspection, development review services, engineering, and legal services. Relying on contractors to provide development review services saves the Town money by not adding additional staff that will need to be reduced when development starts to slow.

Internal Services encompasses the third largest expenditure category at \$832,450, making up 13% of total expenditures. This category is comprised of departmental transfers to the Technology, Equipment, and Building funds. The transfers to the Technology and Building funds are calculated using a prorated amount based on personnel. The Equipment Fund transfer is based on depreciation and projected vehicle needs. The remaining 8% of general fund expenditures is comprised of three categories: supplies (3%), maintenance (5%), and utilities (>1%). The total budgeted expenditures for these categories are \$570,766.

DEBT SERVICES FUND

The primary revenue for the debt services fund is property taxes. Property Tax revenue has increased for two reasons, first the growth of the property tax base, and second increases in the interest and sinking (I&S) rate. The rate increased \$0.008735 due to the issuance of the 2020 Tax Notes totaling \$7,000,000. These funds will be deposited into the Capital Projects Fund and the Water Capital Projects Fund. The debt services fund received another increase in resources due to an increase in the transfer in from the utility billing fund of \$450,000. Town Council took action to increase water rates to ensure utilities were paying for debt that went to fund water and sewer capital projects, namely the Series 2018 Certificates of Obligation.

Increases in debt service payments are largely due to large upfront payments being made on the 2020 Tax Note. This debt offers a flexible payment schedule allowing the Town to increase the principal payments to pay down the debt quicker. The increased payment is coming from the fund balance of the debt services fund, causing a decrease of \$369,046. The projected ending fund balance for the Debt Services fund is \$118,267.

HOTEL OCCUPANCY TAX FUND

Northlake is home to five hotels, and approximately 457 hotel rooms. All located at the intersection of 35W and SH114, which is directly cattycorner to the Texas Motor Speedway. All these hotels are also a short driving distance from DFW airport. These hotels have provided the Town with a growing Hotel Occupancy Fund Balance, that was drawn down during FY2020 to pay for land to construct a conference center in partnership with Cambria Hotels. The Town has budgeted an additional \$1,000,000 for design and improvements. FY 2020 brought a decrease in hotel occupancy revenue due to travel restrictions caused by the pandemic. Next year hotel occupancy revenue is projected to increase from the additions of Staybridge Suites, Tru by Hilton and Best Western Plus.

ECONOMIC DEVELOPMENT CORPORATION (EDC) AND COMMUNITY DEVELOPMENT CORPORATION FUNDS (CDC)

The EDC and CDC funds have been instrumental in attracting new business to Northlake. Recent additions include Amano's Italian Bistro, IHOP, Rosa's Café, BurgerIM, and Wingstop, creating a budding restaurant base and provide dining options to Northlake residents and workers. The newest addition is Texas Road House which has boosted projected sales tax revenue for both funds to \$500,000. Increasing and diversifying the sales tax base for Northlake has been a focus of Town Council, because it decreases the Town's reliance on property taxes. These funds continue to grow and allow Northlake to offer increased incentives to targeted businesses. A primary request from residents is obtaining a grocery store, this requires increased density to attract a grocer. However, as the town continues to grow Northlake will meet population requirements to solicit several retailers.

INTERNAL SERVICE FUNDS

The Town has three internal services funds dedicated to technology, equipment, and building services. These funds allow the Town to charge departments directly for shared costs of the organization and ensure sustainable funding of needed items. The cost allocation is reviewed annually as the organization changes. The revenue for each fund is directly related to the operating costs required for each year, and thus fluctuate with costs.

The Technology Services Fund expenditures change yearly based on technology enhancements and purchasing subscription to software. COVID-19 brought on an increased reliance on technology as many functions of the Town were forced to move online. Adjusting operations for remote work pushed for an increased reliance on remote technology such as laptops and online payment systems. These costs were absorbed with CARES Act funding allocated to the Town by the State and Denton County. Next year new budgeted requests include workstation replacements and a server replacement. Technology tends to have a replacement cycle of 3-5 years. These replacements are spread out to ease the impact on the budget.

The Equipment Services Fund serves three departments: Police, Public Works, and Community Development. The fund also receives revenues from the sale of town vehicles at auction. The costs billed to departments are based on depreciation and future needs. This year the Town is replacing two police vehicles: one patrol and one administrative. The police are also buying a new patrol vehicle that will be split between the two new proposed patrol officers. Public works will replace an existing crew cab with utility bed. The equipment services fund is projected to increase its fund balance, in preparation for the replacement of a backhoe in 2022 budget associated with a request from the Public Works Department.

The Building Services Fund charges departments for the cost of the Town's lease spaces, property maintenance, cleaning services, and capital items related to the construction or repairs of facilities. Last year saw the completion of the Police Building leased space. The savings of no longer paying for the temporary trailers the police previously occupied, will be partially offset the monthly lease payment on their new space. The new Police facility is larger than the previous office and utility costs will be higher. The one budget request for the fund is a roof replacement for the public works building. The continued leaks in the roof have led to mold in the building. This requests funds both the roof replacement and mold removal from the building.

WATER & WASTEWATER FUND

The utility fund of the Town has also experienced exceptional levels of growth, adding over 1,000 new utility accounts last year. These new accounts brought increased revenue along with increased costs. Due to a growing reliance on fund balance the Town budgeted for a water and sewer rate study in the 2020 budget. The rate study showed that the utility fund was not funding all operating costs and debt service payments on Series 2018 CO for water infrastructure improvements. In the six years since the last rates study, wholesale, capital, and operational costs have increased. Hearing the results of the rate study Town Council voted to increase water and sewer rates to a level that funded both operational and capital costs, effective August 21st. Higher levels of new revenue will offset expenses to build operating reserves. Utilities typically need at least 50% of operating expenses in fund balance. Northlake will continue to build reserves until we reach sustainable utility service operations.

Wholesale costs make up 62% of the total operating costs for the water and wastewater fund. Ensuring the Town has adequate water has caused increases in the Town's water subscription from Upper Trinity Regional Water District (UTRWD). The subscription is a ratchet system that once increased cannot be decreased. Costs for upgraded subscription are also billed back to June of that year. The increased consumption is seasonal peaking during summer due to irrigation and decreasing in the fall and winter months. The Town has been above 80% of its subscription for most of the 2020 summer season, causing the town to enter Stage 1 Water Restrictions. These restrictions limit watering for irrigation to twice per week and place a penalty for high consumption. The Town's current water subscription level is 3 million gallons per day from UTRWD.

Personnel costs have continued to increase, in part to adequately staff and maintain the Town's growing infrastructure. A budget request for an Equipment Operator that will be dedicated to the sewer jetter. The other large expenditure increase was a transfer to the Debt services totaling \$450,000 for the debt payment on 2018 CO, which is funding water improvements in both the north and south areas of Town. Internal service fund transfers increased in preparation of a large capital purchases in FY 2022.

SPECIAL TAXING DISTRICTS

The Town has three special taxing districts in its boundaries: Public Improvement District #1 (Harvest), Public Improvement District #2 (Highlands), and the Tax Increment Reinvestment Zone #1 (Canyon Falls). These districts allow assessments or taxes to be collected or dedicated to specific improvements or maintenance for a designated area.

Public Improvement District #1 Harvest is for the maintenance of all the common areas of the Harvest community. The funding for this comes from a \$0.21 cent assessment on the properties in the PID. As the district continues to build out the revenue from assessments grows as well. The maintenance for Harvest is managed by the HOA management company. They submit reimbursements to the Town during the year which are paid out as services.

Public Improvement District #2 Highlands is for payment of the bonds used to fund improvements in the area. The Highlands PID is unique because it is charged as a per acre assessment instead of one based on property value. The expenditures of the PID are limited by the creation documents of the PID, and thus are fixed to a schedule laid out in the services assessment plan.

Tax Increment Reinvestment Zone (TIRZ) #1 Canyon Falls was created to pay for increased amenities and maintenance of those amenities, specifically the trail system and dog park. The TIRZ district utilizes \$0.0909 of the Town's \$0.295 tax rate to fund those amenities. Most of the amenities are in place, and the developer will receive reimbursement for those improvements as the fund generates revenue. The budget for maintenance reimbursements is limited to the revenue the district can generate.

PUBLIC SAFETY SPECIAL REVENUE FUNDS

The state places several limitations on the uses of funds collected through municipal court or police. Because of these statutory restrictions, funds dedicated to these sources are to be presented separately from general operating activities. This is the case for: Court Security Funds, Court Technology Fund, Child Safety Special Revenue Fund, Court Online Access Fee Fund, Police Asset Forfeiture Fund, and Police Special Training Fund.

Revenue for the special revenue court funds and the child safety fund come from special fines charge on certain violations and each have very statutorily dedicated uses. Revenues for each of these funds is budgeted at the same amount as last year, due to court revenues being affected by the pandemic. The only exception is the online access fee which has increased due to the increased utilization of online ticket processing. Court Technology, and Court Online Access Fee have budget requests for technology improvements including a Court Payment Kiosk for the lobby. The kiosk will give defendants another way to pay fines that does not involve contact with employees and improve court efficiency through increased compliance. The Child Safety Special Revenue Fund includes budget requests for an additional digital speed sign that can be mounted near areas with increased pedestrian traffic and crosswalk striping at the intersection of Glendale and Parkland.

Police Asset Forfeiture Fund does not forecast revenue because of the difficulty predicting if or when seizures will be made and if they will be awarded to the Town. The Police Special Training fund is dedicated grant funding from the Texas Commission of Law Enforcement for training officers in effective policing techniques to protect and serve all members of the public. The Town receives this grant each year for training of police officers.

CAPITAL PROJECTS FUNDS

The Town has two main capital project funds: The Capital Projects Fund, which handles all road and fire protection projects; and the Water Capital Projects Fund, dedicated to water and sewer infrastructure projects. The Town also has seven impact fee funds that are for water, sewer, and roads which provide funding for projects outside of debt issuance. Impact fees come from new developments active in the Town and are assessed base on the increased demand on the infrastructure caused by the new development.

The Capital Projects Fund has three current ongoing projects: Old Justin Road improvements, Canyon Falls road failure repairs, and installation of turn lanes at the intersection of Cleveland Gibbs and FM 407. These projects are funded through the remainder of the Series 2016 COs. Budget requests for next year include resurfacing of Florance Road and Faught Road, and fire protection lines installed along Schober Road and Bingham Road. These projects are funded from the 2020 Tax Notes. Budget requests on the departmental page reflect the entire costs of the project. In the five-year capital improvement program located at the back of the budget, a detailed schedule of costs and useful life of the project are provided, along with individual project descriptions.

The Water Capital Projects Fund has four active projects. Two elevated storage tanks on the North and South parts of Town are priority projects and take up a large portion of the water capital project fund. The South area of Town will benefit from the construction of a pump station, ground storage tank and water transmission line. All of these assets are necessary to ensure an adequate water supply pressure to the businesses, hotels, and apartment complexes located at the intersection of 35W and SH114. These improvements are funded from the proceeds from the Series 2018 COs. FY2021 budget request includes two additional projects. The first is water and sewer improvements for the Catherine Branch land development. This project entails running a water line under 35W from the east to the west side of the highway. This will allow the Town to provide water service to tracts of land north of Texas Motor Speedway, which is projected to become a commercial district. To establish sewer services, a temporary wastewater treatment plant will be constructed along with lines to establish services. The provision of utility services to these areas is contingent on the annexation of these properties into the Town limits further diversifying the property tax base. The projected tax revenue from the Catherine Branch properties once completed will be over \$1,000,000 a year. The final project being requested is a new pump station for the north area of town to meet projected demands

The Town charges a Cost Recovery Fee to homes being constructed in Harvest; this revenue is used to offset the proportional costs district residents place on the water system. This year there is a budget request for Cost Recovery Fee to provide funding to the Water Capital Projects Fund for the construction of the North Area Pump Station. This pump station is required due to the large growth in customers and daily water users associated with Harvest.

The Town has two water impact fee funds, divided into to two areas: North and South. The north water impact fee fund has experienced a large amount of growth due to new homes being constructed in the north area of Town. Currently there are no projects budgeted for those funds. The South Water Impact Fee fund has received most of its revenue from commercial construction on the South area of Town. Budget requests include \$1,200,000 in funding to be transferred to the Water Capital Projects Fund for the Catherine Branch Project.

Northlake has only one sewer impact fee zone and it encompasses the entire Town. Budget requests for FY 2021 include \$800,000 in funding to be transferred to the Water Capital Projects Fund for the sewer portion of the Catherine Branch Projects.

Roadway Impact fees are broken up into four districts: northwest, northeast, southwest, and southeast. The Southwest has no revenue currently and is not projected to generate revenue in the next fiscal year, thus there is no fund presentation. Northwest Road Impact fees have grown over the past year with the Stardust Ranch development contributing substantially to the fund. The budget request for that fund is \$600,000 dedicated to Faught road improvements, which directly benefits the residents of Stardust Ranch. The Northeast Impact Fee Fund is also going to contribute \$1,200,000 to the project as well since the road is split between the two impact fee zones. The primary driver of impact fee revenue for the northeast is the Ridge, Pecan Square, and The Highlands developments. Each of these developments has a reimbursement agreement with the Town so that once each development has completed construction of roadway improvements, they can seek reimbursement for a portion of the roadway

impact fees paid. Remaining fees are deposited into the impact fee fund for future planned projects. Southeast roadway impact fees have steadily come in as commercial development has occurred on the south east section of town, but no projects or reimbursements are budgeted currently.



PROPERTY TAX CALCULATION



TOWN OF NORTHLAKE
Property Tax Summary

Certified Estimates Tax Year 2020

Total Certified Value as of July 24, 2020

Less Exemptions:

Disabled Veteran

Over 65

Homestead Exemption

Homestead Cap

Less Value Losses:

Agricultural Productivity

Non-profit Organization

Abatements

Freeport Inventory

Pollution Control

Total Reduction to Values

Estimated ARB Minimum Values

Net Taxable Value

Estimated Property Tax Collections:

Net Taxable Value

Proposed Tax Rate per \$100 valuation

Estimated Property Tax Levy

Tax Rate Distribution Schedule:

Tax Rate per \$100

Maintenance and Operations

Debt Service

50% \$ 0.146828

50% \$ 0.148172

Total Distribution of Tax Rate

Distribution of Estimated Tax Revenue:

Maintenance and Operations

Debt Service

\$ 1,718,170

\$ 1,733,897

\$ (117,376)

\$ (118,450)

\$ 66,000

\$ 55,500

\$ 1,666,794

\$ 1,670,947

Total Estimated Tax Revenue

\$ 3,452,067

\$ 3,337,741



ALL FUND SUMMARY

All Funds Summary Fiscal Year 2021

	General	Debt Service	Hotel Occupancy	EDC	CDC	Internal Services	Water & Wastewater	Special Taxing Districts	Special Revenue	Capital Projects	Total
Beginning Fund Balance	\$3,126,236	\$487,313	\$826,401	\$639,895	\$621,690	\$258,353	\$565,702	\$239,675	\$208,558	\$17,773,356	\$24,747,179
Revenue											
Property Tax	1,666,794	1,670,947						235,826			3,573,567
Sales Tax	1,005,000			500,000	500,000						2,005,000
Occupancy Tax			480,000								480,000
Court Fines & Fees	450,000								51,500		501,500
Franchise Fees	489,000										489,000
Development Revenues	2,484,450										2,484,450
Services & Fees	276,760			17,000	17,000	11,000			1,400		323,160
Water & Sewer Revenue							7,405,250				7,405,250
Assessments								1,520,437			1,520,437
Impact & Cost Recovery Fees										4,875,000	4,875,000
Internal Contributions						1,176,370					1,176,370
Interest	30,000	100	5,000	100	100	500	50		400	115,700	151,950
Total Revenue	\$ 6,402,004	\$ 1,671,047	\$ 485,000	\$ 517,100	\$ 517,100	\$ 1,187,870	\$ 7,405,300	\$ 1,756,263	\$ 53,300	\$ 4,990,700	\$ 24,985,684
Expenditures:											
Payroll & Benefits	3,750,152		70,024	50,349	54,474		883,199				4,808,198
Supplies	211,972		200	1,200	2,200	400,716	64,457		3,300		684,045
Maintenance	334,954				3,000	19,032	177,100	208,932	9,000		752,018
Utilities	23,840				-	63,400	79,100				166,340
Services	1,505,446	10,206	23,000	140,150	139,500	311,658	134,425	1,243,150	24,400	2,787,000	6,318,935
Internal Services	832,450		7,540	7,540	7,540		321,300				1,176,370
Wholesale Costs							4,250,000				4,250,000
Debt Service		2,479,887						283,025			2,762,912
Capital Outlay			1,000,000			300,000	300,000		70,000	18,865,000	20,535,000
Total Expenditures	\$ 6,658,814	\$ 2,490,093	\$ 1,100,764	\$ 199,239	\$ 206,714	\$ 1,094,806	\$ 6,209,581	\$ 1,735,107	\$ 106,700	\$21,652,000	\$ 41,453,818
Transfers & Debt Issuance											
Debt Issuance		7,000,000									7,000,000
Transfers In	310,000	450,000								10,860,000	11,620,000
Transfers Out	-	(7,000,000)		(30,000)	(30,000)		(700,000)			(3,860,000)	(11,620,000)
Total Transfers & Debt Issuance	\$ 310,000	\$ 450,000	\$ -	\$ (30,000)	\$ (30,000)	\$ -	\$ (700,000)	\$ -	\$ -	\$ 7,000,000	\$ 7,000,000
Net Increase (Decrease)	\$ 53,190	\$ (369,046)	\$ (615,764)	\$ 287,861	\$ 280,386	\$ 93,064	\$ 495,719	\$ 21,156	\$ (53,400)	\$ (9,661,300)	\$ (16,468,134)
Ending Fund Balance	\$ 3,179,426	\$ 118,267	\$ 210,637	\$ 927,756	\$ 902,076	\$ 351,417	\$ 1,061,421	\$ 260,831	\$ 155,158	\$ 8,112,056	\$ 15,279,044

Internal Service Funds - Technology Fund, Building Services Fund & Equipment Replacement Fund

Special Taxing Districts - Northlake PID #1, Northlake PID#2 & TIRZ #1

Special Revenue - Court Security Fund, Court Technology Fund, Police Asset Forfeiture, Police Special Training, Child Safety Special Revenue & Court Online Access Fees

Capital Projects - Capital Projects Fund, Water Capital Projects Fund, Cost Recovery Fees Fund, Water Impact Fees North Fund, Water Impact Fees South Fund, Sewer Impact Fees Fund, Northwest Roadway Impact Fees Fund, Northeast Roadway Impact Fees Fund, Southeast Roadway Impact Fees Fund



DEPARTMENTAL SUMMARIES



**TOWN OF NORTH LAKE
DEPARTMENT REPORT**

	FTE	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
COUNCIL							
EXPENDITURES:							
Payroll & Benefits		2,071	1,769	2,600	1,499	2,572	5,100
Supplies		2,561	4,672	3,040	2,673	4,050	4,300
Utilities		807	292	750	-	-	-
Services		25,417	16,336	14,500	10,012	12,700	28,500
Internal Services		6,900	20,390	31,500	23,625	31,500	31,600
TOTAL EXPENSES:		37,757	43,458	52,390	37,808	50,822	69,500
ADMINISTRATION 4							
EXPENDITURES:							
Payroll & Benefits		627,579	791,953	910,190	625,692	908,045	530,975
Supplies		12,177	8,852	19,708	7,842	12,824	10,300
Maintenance		14,423	6,604	9,750	5,559	6,128	500
Utilities		1,376	1,431	1,200	2,212	2,500	1,500
Services		356,433	496,112	488,625	366,606	437,892	266,500
Internal Services		140,200	65,430	101,800	79,465	161,800	67,920
Capital Outlay		-	3,095	-	1,768,382	1,768,382	1,000,000
Transfers							-
TOTAL EXPENSES:		1,152,189	1,373,477	1,531,273	2,855,758	3,297,570	1,877,695
FINANCE 4							
EXPENDITURES:							
Payroll & Benefits		-	-	-	-	-	358,388
Supplies		-	-	-	-	-	10,525
Maintenance		-	-	-	-	-	600
Services		-	-	-	-	-	125,125
Internal Services		-	-	-	-	-	60,400
TOTAL EXPENSES:		-	-	-	-	-	555,038
MUNICIPAL COURT 3							
EXPENDITURES:							
Payroll & Benefits		196,283	216,712	225,713	161,846	225,353	230,062
Supplies		3,126	2,561	4,540	2,171	4,390	4,640
Maintenance		180	-	-	-	-	-
Services		32,669	22,975	26,000	16,696	22,600	28,000
Internal Services		25,200	36,830	55,800	41,850	55,800	45,290
Capital Outlay		-	543	-	-	-	-
TOTAL EXPENSES:		257,457	279,621	312,053	222,562	308,143	307,992



**TOWN OF NORTHLAKE
DEPARTMENT REPORT**

	FTE	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
DEVELOPMENT SERVICES							
4							
EXPENDITURES:							
Payroll & Benefits		126,564	158,675	248,098	142,150	211,108	352,815
Supplies		3,639	3,770	20,000	2,110	18,950	5,000
Maintenance		624	985	2,400	650	633	3,783
Utilities		1,236	1,646	1,500	1,066	-	1,500
Services		456,190	450,267	580,000	367,212	531,076	767,650
Internal Services		22,300	27,180	35,000	26,250	45,000	72,380
Capital Outlay		-	3,095	-	-	-	-
TOTAL EXPENSES:		610,551	645,618	886,998	539,438	806,767	1,203,128
POLICE							
21							
EXPENDITURES:							
Payroll & Benefits		1,151,746	1,301,829	1,724,560	1,122,381	1,591,873	2,101,600
Supplies		75,389	79,986	118,231	60,844	92,110	116,905
Maintenance		47,117	38,106	56,455	42,016	50,805	58,096
Utilities		8,614	7,645	10,040	5,927	9,540	10,040
Services		66,539	53,480	86,867	39,467	53,838	106,267
Internal Services		220,400	904,225	372,500	279,375	392,500	451,990
Capital Outlay		6,679	16,664	59,035	2,071	2,071	-
TOTAL EXPENSES:		1,576,484	2,401,934	2,427,688	1,552,081	2,192,737	2,844,898
PUBLIC WORKS							
18							
EXPENDITURES:							
Payroll & Benefits		581,269	570,844	1,060,310	663,594	1,054,535	1,214,258
Supplies		71,400	72,706	113,312	65,346	94,591	128,359
Maintenance		311,167	249,310	311,085	256,968	300,010	452,075
Utilities		2,169,167	2,561,758	3,077,045	2,332,591	3,474,045	4,339,900
Services		82,303	123,428	89,500	147,448	170,544	104,500
Internal Services		143,500	197,445	301,400	229,088	321,400	446,790
Capital Outlay		1,590	901,179	487,500	351,378	407,860	300,000
TOTAL EXPENSES:		3,360,396	4,676,670	5,440,152	4,046,414	5,822,985	6,985,882
NON-DEPARTMENTAL							
EXPENDITURES:							
Payroll & Benefits		2,952	2,656	15,000	3,010	6,000	15,000
Supplies		462	-	-	-	-	-
Maintenance		318	-	-	-	-	-
Services		74,904	22,804	-	-	-	5,000
Incentives		587,794	915,590	258,646	63,204	122,079	510,979
Transfers		750,000	290,000	360,881	233,161	310,881	760,000
TOTAL EXPENSES:		1,416,431	1,231,049	634,527	299,375	438,960	1,290,979



MAJOR GOVERNMENTAL FUNDS



**TOWN OF NORTHLAKE
GENERAL FUND**

Fund: 100

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	1,878,278	1,847,823	2,377,211	3,075,444	3,075,444	3,126,236
REVENUES:						
Court Fines	510,818	512,290	500,000	346,917	425,000	450,000
Sales/Beverage Tax	642,746	757,432	780,000	438,814	751,000	1,005,000
Ad Valorem Taxes	885,559	1,014,024	1,475,462	1,248,308	1,270,049	1,666,794
Permits and Registrations	31,180	52,930	41,450	37,257	37,950	41,450
Franchise Fees	384,223	458,927	385,500	218,929	451,000	489,000
Building Permits	927,809	1,294,244	1,400,000	1,454,689	1,751,000	1,931,000
Development	579,345	1,227,914	507,000	127,617	187,000	512,000
Transfers	200,000	290,000	310,881	233,161	310,881	310,000
Contract Police Services	159,611	161,813	218,000	146,156	200,000	250,000
Interest	4,010	186,563	30,000	33,318	40,000	30,000
Service Fees	10,906	11,255	11,760	10,019	12,533	11,760
Adjustments	42,176	61,724	25,000	9,726	15,000	15,000
TOTAL REVENUE:	4,378,383	6,029,114	5,685,053	4,304,911	5,451,413	6,712,004
EXPENDITURES:						
Payroll & Benefits	2,174,912	2,480,586	3,317,886	2,149,288	3,136,803	3,180,127
Supplies	130,814	137,193	212,376	109,836	179,730	211,972
Maintenance	268,290	185,175	234,380	178,685	221,566	334,954
Utilities	18,971	19,273	25,915	15,952	21,465	23,840
Services	860,332	857,186	1,160,438	757,822	1,039,872	1,505,446
Internal Services	447,500	1,099,180	676,200	510,659	786,200	832,450
Capital Outlay	8,269	22,899	59,035	14,985	14,985	-
Transfers	500,000	-	-	-	-	-
TOTAL EXPENDITURES:	4,409,088	4,801,492	5,686,230	3,737,227	5,400,621	6,088,789
REV OVER/(UNDER) EXP	(30,705)	1,227,621	(1,177)	567,684	50,792	623,215
ENDING FUND BALANCE	1,847,573	3,075,444	2,376,034	3,643,128	3,126,236	3,749,451

BUDGET REQUESTS

Police - Detective & Two Officers	279,000
Public Works - Two Maintenance Workers	133,600
Administrative - Management Assistant	84,000
Healthcare Costs Increase	7,000
2% Salary Market Adjustment	66,425
TOTAL BUDGET REQUESTS	570,025

REVISED REV OVER/(UNDER) EXP

53,190

REVISED ENDING FUND BALANCE

3,179,426



TOWN OF NORTH LAKE
DEBT SERVICE

Fund: 160

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	126,530	783,748	531,422	209,791	209,791	487,313
REVENUES:						
Taxes / Fees & Fines	630,735	827,474	901,111	1,256,534	1,256,534	1,670,947
Transfers	550,000	-	50,000	-	50,000	450,000
Bond Proceeds	-	12,000,000	-	-	-	7,000,000
Interest	2,688	59	1,200	35	100	100
TOTAL REVENUE:	1,183,423	12,827,532	952,311	1,256,570	1,306,634	9,121,047
EXPENDITURES:						
Services	2,988	32,679	5,206	825	5,206	10,206
Transfers	-	12,000,000	-	-	-	7,000,000
Debt Service	523,218	1,368,811	1,023,906	301,953	1,023,906	2,479,887
TOTAL EXPENDITURES:	526,205	13,401,490	1,029,112	302,778	1,029,112	9,490,093
REV OVER/(UNDER) EXP	657,218	(573,957)	(76,801)	953,791	277,522	(369,046)
ENDING FUND BALANCE	783,748	209,791	454,621	1,163,583	487,313	118,267



SPECIAL REVENUE FUNDS



TOWN OF NORTHLAKE
HOTEL OCCUPANCY TAX

Fund: 110

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	1,484,307	1,884,974	2,185,312	2,270,708	2,270,708	826,401
REVENUES:						
Taxes / Fees & Fines	444,447	457,149	480,000	273,696	375,000	480,000
Interest	14,421	1,184	10,805	21,776	20,000	5,000
Adjustments	-	5,784	-	-	-	-
TOTAL REVENUE:	458,868	464,118	490,805	295,472	395,000	485,000
EXPENDITURES:						
Payroll & Benefits	41,048	67,769	77,727	45,202	71,991	69,099
Supplies	49	-	-	-	-	200
Maintenance	77	-	-	-	-	-
Services	14,728	7,380	55,600	5,102	7,048	23,000
Internal Services	2,300	3,235	4,800	3,600	4,800	7,540
Capital Outlay	-	-	-	1,755,468	1,755,468	1,000,000
TOTAL EXPENDITURES:	58,201	78,384	138,127	1,809,372	1,839,307	1,099,839
REV OVER/(UNDER) EXP	400,667	385,733	352,678	(1,513,900)	(1,444,307)	(614,839)
ENDING FUND BALANCE	1,884,974	2,270,708	2,537,990	756,808	826,401	211,562
BUDGET REQUESTS						
Healthcare Costs Increase						150
2% Salary Market Adjustment						775
TOTAL BUDGET REQUESTS						925
REVISED REV OVER/(UNDER) EXP						(615,764)
REVISED ENDING FUND BALANCE						210,637



TOWN OF NORTH LAKE
ECONOMIC DEVELOPMENT CORPORATION

Fund: 130

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	612,391	584,305	393,637	409,669	409,669	639,895
REVENUES:						
Taxes / Fees & Fines	320,993	378,396	375,000	219,269	375,000	500,000
Interest	3,197	351	650	44	-	100
Ground Lease	19,989	14,862	22,000	82,225	15,967	17,000
TOTAL REVENUE:	344,178	393,609	397,650	301,537	390,967	517,100
EXPENDITURES:						
Payroll & Benefits	35,044	37,201	60,791	33,357	60,791	49,424
Supplies	814	468	1,986	241	1,000	1,200
Maintenance	864	3,644	3,250	2,716	3,000	-
Services	38,238	63,197	66,250	41,673	60,000	65,150
Incentives	270,004	430,500	25,000	-	-	75,000
Internal Services	2,300	3,235	5,950	5,025	5,950	7,540
Transfers	25,000	30,000	30,000	22,500	30,000	30,000
TOTAL EXPENDITURES:	372,264	568,245	193,227	105,512	160,741	228,314
REV OVER/(UNDER) EXP	(28,086)	(174,636)	204,423	196,025	230,226	288,786
ENDING FUND BALANCE	584,305	409,669	598,060	605,694	639,895	928,681
BUDGET REQUESTS						
Healthcare Costs Increase						150
2% Salary Market Adjustment						775
TOTAL BUDGET REQUESTS						925
REVISED REV OVER/(UNDER) EXP						287,861
REVISED ENDING FUND BALANCE						927,756



TOWN OF NORTH LAKE
COMMUNITY DEVELOPMENT CORPORATION

Fund: 131

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	592,138	562,935	369,767	390,910	390,910	621,690
REVENUES:						
Taxes / Fees & Fines	320,993	378,396	375,000	219,269	375,000	500,000
Interest	3,185	308	650	18	20	100
Ground Lease	19,989	14,862	22,000	15,967	16,000	17,000
TOTAL REVENUE:	344,166	393,566	397,650	235,253	391,020	517,100
EXPENDITURES:						
Payroll & Benefits	34,995	37,001	60,791	33,257	60,791	53,549
Supplies	814	532	1,986	241	500	2,200
Maintenance	864	2,854	3,250	2,716	3,000	3,000
Services	39,393	61,468	66,250	41,717	60,000	64,500
Incentives	270,004	430,500	25,000	-	-	75,000
Internal Services	2,300	3,235	5,950	5,025	5,950	7,540
Transfers	25,000	30,000	30,000	22,500	30,000	30,000
TOTAL EXPENDITURES:	373,370	565,590	193,227	105,455	160,241	235,789
REV OVER/(UNDER) EXP	(29,203)	(172,025)	204,423	129,798	230,779	281,311
ENDING FUND BALANCE	562,935	390,910	574,190	520,708	621,690	903,001
BUDGET REQUESTS						
Healthcare Costs Increase						150
2% Salary Market Adjustment						775
TOTAL BUDGET REQUESTS						925
REVISED REV OVER/(UNDER) EXP						280,386
REVISED ENDING FUND BALANCE						902,076



TOWN OF NORTHLAKE
GRANTS FUND

Fund: 210

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
CARES Act - Relief Revenue	-	-	-	-	227,700	-
Interest	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	-	227,700	-
EXPENDITURES:						
Payroll & Benefits	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	-	-	-	-	-
REV OVER/(UNDER) EXP	-	-	-	-	227,700	-
ENDING FUND BALANCE	-	-	-	-	227,700	-
BUDGET REQUESTS						
CARES Act Personnel Costs					67,568	
3 Direct Mailers (COVID Related)					20,000	
Safety Supplies & Equipment					27,132	
Contactless Operations					48,000	
Software & Hardware					65,000	
TOTAL BUDGET REQUESTS					227,700	
REVISED REV OVER/(UNDER) EXP					(227,700)	
REVISED ENDING FUND BALANCE					-	



INTERNAL SERVICES FUNDS



TOWN OF NORTH LAKE
TECHNOLOGY SERVICES FUND

Fund: 504

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	89,719	23,020	38,795	(18,207)	(18,207)	59,843
REVENUES:						
General Fund Contributions	106,000	156,000	146,500	109,875	256,500	165,670
HOT Fund Contributions	1,500	1,500	2,000	1,500	2,000	2,000
EDC Fund Contributions	1,500	1,500	3,850	2,888	3,850	2,000
CDC Fund Contributions	1,500	1,500	3,850	2,888	3,850	2,000
Utility Fund Contributions	19,000	19,000	26,300	19,725	26,300	52,200
Interest Revenue	-	-	-	-	-	-
TOTAL REVENUE:	129,500	179,500	182,500	136,875	292,500	223,870
EXPENSES:						
Maintenance	8,912	6,979	16,000	8,429	12,000	12,532
Utilities	14,720	25,286	31,000	19,192	29,000	26,800
Services	95,260	180,962	111,000	117,923	117,950	154,458
Capital Outlay	77,307	7,500	50,000	55,480	55,500	-
TOTAL EXPENSES:	196,199	220,727	208,000	201,024	214,450	193,790
REV OVER/(UNDER) EXP	(66,699)	(41,227)	(25,500)	(64,149)	78,050	30,080
ENDING FUND BALANCE	23,020	(18,207)	13,295	(82,356)	59,843	89,923
BUDGET REQUESTS:						
Work Stations Replacements						10,000
Server Replacement						20,000
TOTAL BUDGET REQUESTS						30,000
REVISED REV OVER/(UNDER) EXP						80
REVISED ENDING FUND BALANCE						59,923



TOWN OF NORTH LAKE
EQUIPMENT SERVICES FUND

Fund: 505

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	118,335	162,819	93,537	107,012	107,012	159,841
REVENUES:						
General Fund Contributions	147,000	147,000	212,000	159,000	212,000	212,000
Utility Fund Contributions	75,000	75,000	100,000	75,000	100,000	125,000
Sale of Equipment Proceeds	32,761	-	11,000	-	-	11,000
Insurance Proceeds	32,878	1,576	-	28,059	28,059	-
Interest	2,774	341	500	135	120	500
TOTAL REVENUE:	290,413	223,917	323,500	262,195	340,179	348,500
EXPENSES:						
Maintenance	35,831	5,690	14,000	5,348	-	-
Services	731	-	-	-	-	-
Capital Outlay	209,367	274,034	287,350	273,691	287,350	-
TOTAL EXPENSES:	245,929	279,724	301,350	279,039	287,350	-
REV OVER/(UNDER) EXP	44,484	(55,807)	22,150	(16,845)	52,829	348,500
ENDING FUND BALANCE	162,819	107,012	115,687	90,167	159,841	508,341
BUDGET REQUESTS:						
Police Vehicle Replacements						195,000
Public Works Vehicle Replacements						80,000
TOTAL BUDGET REQUESTS						275,000
REVISED REV OVER/(UNDER) EXP						73,500
REVISED ENDING FUND BALANCE						233,341



TOWN OF NORTH LAKE
BUILDING SERVICES FUND

Fund: 506

	FY 2018	FY 2019	FY 2020	FY 2020	FY 2020	FY 2021
	Actual	Actual	Original	Actual	Revised	Proposed
			Budget	As of 6/30	09/30/2020	Budget
BEGINNING FUND BALANCE:	566,402	140,472	808,161	773,437	773,437	38,669
REVENUES:						
Interest Income	2,695	85	-	197	150	-
Insurance Proceeds	3,025	-	-	-	-	-
General Fund Contributions	194,500	796,180	317,700	238,275	317,700	454,780
HOT Fund Contributions	800	1,735	2,800	2,100	2,800	5,540
EDC Fund Contributions	800	1,735	2,850	2,138	2,850	5,540
CDC Fund Contributions	800	1,735	2,850	2,138	2,850	5,540
Utility Fund Contributions	10,100	48,615	78,800	59,100	78,800	144,100
Court Security	46,293	75,000	-	-	-	-
TOTAL REVENUE:	259,013	925,085	405,000	303,947	405,150	615,500
EXPENSES:						
Rent	21,732	141,330	328,156	218,373	328,156	382,116
Supplies	4,872	9,506	3,100	3,751	4,100	18,600
Maintenance	15,043	30,275	8,000	4,475	6,700	6,500
Utilities	10,938	16,336	15,000	11,295	15,800	36,600
Services	18,318	85,036	84,552	72,549	86,630	127,200
Capital Outlay	614,040	9,638	675,000	698,532	698,532	-
TOTAL EXPENSES:	684,942	292,120	1,113,808	1,008,975	1,139,918	571,016
REV OVER/(UNDER) EXP	(425,930)	632,965	(708,808)	(705,027)	(734,768)	44,484
ENDING FUND BALANCE	140,472	773,437	99,353	68,410	38,669	83,153
BUDGET REQUESTS:						
Roof Replacement -Public Works Building						25,000
TOTAL BUDGET REQUESTS						25,000
REVISED REV OVER/(UNDER) EXP						19,484
REVISED ENDING FUND BALANCE						58,153



UTILITY FUND



TOWN OF NORTHLAKE
WATER & WASTEWATER

Fund: 200

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
REVENUES:						
Water Sales	2,256,247	2,271,684	3,250,000	1,848,155	3,250,000	4,650,000
Water Fees	232,414	253,550	250,250	256,759	300,250	250,250
Sewer Sales	1,152,270	1,261,804	1,750,000	1,195,334	1,750,000	2,410,000
Sewer Fees	30,200	38,950	20,000	21,000	30,000	20,000
Fees	112,728	135,285	75,000	77,932	89,057	75,000
Developer Contributions	1,300,406	-	-	-	-	-
Interest	3,206	298	50	3,624	3,624	50
Adjustments	5,451	2,309	-	-	-	-
TOTAL REVENUE:	5,092,921	3,963,881	5,345,300	3,402,804	5,422,931	7,405,300
EXPENSES:						
Payroll & Benefits	402,466	421,879	669,276	459,068	669,111	789,824
Supplies	36,263	34,355	62,482	30,668	45,685	64,457
Maintenance	103,733	103,331	138,810	121,077	130,010	177,100
Wholesale Water	1,528,569	1,814,880	2,000,000	1,604,651	2,400,000	3,000,000
Sewer Treatment	595,042	689,547	1,000,000	683,039	1,000,000	1,250,000
Utilities	38,618	49,071	64,620	38,153	64,620	79,100
Services	189,552	250,760	145,600	164,331	183,809	134,425
Internal Services	104,100	142,615	205,100	155,344	205,100	321,300
Capital Outlay	-	901,677	487,500	351,378	407,860	300,000
Transfers	200,000	230,000	300,881	188,161	250,881	700,000
TOTAL EXPENSES:	3,198,343	4,638,116	5,074,269	3,795,870	5,357,076	6,816,206
REV OVER/(UNDER) EXP	1,894,578	(674,235)	271,031	(393,066)	65,855	589,094
ENDING CASH RESERVES	1,010,511	499,847	101,269	106,781	565,702	1,154,796
BUDGET REQUESTS						
PW Position - Equipment Operator						71,000
Healthcare Costs Increase						5,000
2% Salary Market Adjustment						17,375
TOTAL BUDGET REQUESTS						93,375
REVISED REV OVER/(UNDER) EXP						495,719
REVISED ENDING CASH RESERVES						1,061,421



SPECIAL TAXING DISTRICTS FUNDS



TOWN OF NORTH LAKE
NORTH LAKE PID#1 - HARVEST COMMUNITY

Fund: 401

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	758	4,133	(116)	17,169	17,169	55,353
REVENUES:						
Assessments	506,535	785,055	1,005,480	1,046,673	1,046,673	1,200,000
Transfers	-	-	-	-	-	-
Interest	-	-	-	-	-	-
TOTAL REVENUE:	506,535	785,055	1,005,480	1,046,673	1,046,673	1,200,000
EXPENDITURES:						
Services	503,161	772,020	1,005,480	959,429	1,008,489	1,200,000
TOTAL EXPENDITURES:	503,161	772,020	1,005,480	959,429	1,008,489	1,200,000
REV OVER/(UNDER) EXP	3,375	13,036	-	87,244	38,184	-
ENDING FUND BALANCE	4,133	17,169	(116)	104,413	55,353	55,353



TOWN OF NORTH LAKE
NORTH LAKE PID#2 - THE HIGHLANDS

Fund: 402

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	118,594	125,790	147,046	143,926	143,926	153,510
REVENUES:						
Assessments	316,279	318,747	320,437	316,328	315,400	320,437
Interest	482	-	10,000	-	-	-
TOTAL REVENUE:	316,760	318,747	330,437	316,328	315,400	320,437
EXPENDITURES:						
Maintenance	21,436	11,041	11,041	-	11,041	11,717
Services	15,334	10,218	13,150	234	13,150	13,150
Debt Service	272,795	279,352	281,625	50,813	281,625	283,025
TOTAL EXPENDITURES:	309,565	300,612	305,816	51,046	305,816	307,892
REV OVER/(UNDER) EXP	7,196	18,136	24,621	265,282	9,584	12,545
ENDING FUND BALANCE	125,790	143,926	171,667	409,207	153,510	166,055



TOWN OF NORTH LAKE
TAX INCREMENT REINVESTMENT ZONE #1

Fund: 451

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	5,197	46,896	46,896	169,182	169,182	30,812
REVENUES:						
Ad Valorem Taxes	73,451	127,027	178,149	173,105	175,000	235,826
TOTAL REVENUE:	73,451	127,027	178,149	173,105	175,000	235,826
EXPENSES:						
Maintenance	-	-	143,839	131,344	131,344	197,215
Services	31,751	4,741	30,000	360	30,000	30,000
Capital Outlay	-	-	-	152,026	152,026	-
TOTAL EXPENSES:	31,751	4,741	173,839	283,729	313,370	227,215
REV OVER/(UNDER) EXP	41,700	122,286	4,310	(110,625)	(138,370)	8,611
ENDING FUND BALANCE	46,896	169,182	51,206	58,557	30,812	39,423



PUBLIC SAFETY SPECIAL REVENUE FUNDS



TOWN OF NORTH LAKE
COURT SECURITY FUND

Fund: 120

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	99,558	60,324	(2,676)	(9,363)	(9,363)	(2,563)
REVENUES:						
Court Security	9,939	9,856	12,000	7,348	12,000	12,000
Interest	2,878	213	9,000	-	300	300
TOTAL REVENUE:	12,817	10,068	21,000	7,348	12,300	12,300
EXPENDITURES:						
Services	5,758	4,756	9,000	2,396	5,500	9,000
Internal Services	-	75,000	-	-	-	-
Transfers	46,293	-	-	-	-	-
TOTAL EXPENDITURES:	52,051	79,756	9,000	2,396	5,500	9,000
REV OVER/(UNDER) EXP	(39,234)	(69,687)	12,000	4,951	6,800	3,300
ENDING FUND BALANCE	60,324	(9,363)	9,324	(4,411)	(2,563)	737



TOWN OF NORTHLAKE
COURT TECHNOLOGY FUND

Fund: 121

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	(2,651)	15,530	35,530	28,667	28,667	37,167
REVENUES:						
Court Technology	18,368	13,137	16,000	8,423	10,000	16,000
Interest	2,671	-	9,000	-	-	-
TOTAL REVENUE:	21,039	13,137	25,000	8,423	10,000	16,000
EXPENDITURES:						
Internal Services	2,858	-	-	-	-	-
Capital Outlay	-	-	5,000	-	1,500	5,000
TOTAL EXPENDITURES:	2,858	-	5,000	-	1,500	5,000
REV OVER/(UNDER) EXP	18,181	13,137	20,000	8,423	8,500	11,000
ENDING FUND BALANCE	15,530	28,667	55,530	37,090	37,167	48,167
BUDGET REQUESTS:						
Ticket Writer						3,000
Court Payment Kiosk						15,000
TOTAL BUDGET REQUESTS						18,000
REVISED REV OVER/(UNDER) EXP						(7,000)
REVISED ENDING FUND BALANCE						30,167



TOWN OF NORTHLAKE
POLICE ASSET FORFEITURE

Fund: 150

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	3,742	10,084	10,099	11,459	11,459	13,769
REVENUES:						
Seized Monies & Goods	6,938	2,751	-	571	2,600	-
Interest	4	15	15	9	10	-
TOTAL REVENUE:	6,942	2,766	15	580	2,610	-
EXPENDITURES:						
Services	600	1,391	-	300	300	-
TOTAL EXPENDITURES:	600	1,391	-	300	300	-
REV OVER/(UNDER) EXP	6,342	1,375	15	280	2,310	-
ENDING FUND BALANCE	10,084	11,459	10,114	11,739	13,769	13,769



TOWN OF NORTHLAKE
POLICE SPECIAL TRAINING

Fund: 151

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	416	473	-	3,628	3,628	3,628
REVENUES:						
State Training Funds	1,377	3,155	1,400	-	1,400	1,400
TOTAL REVENUE:	1,377	3,155	1,400	-	1,400	1,400
EXPENDITURES:						
Services	1,320	-	1,400	-	1,400	1,400
TOTAL EXPENDITURES:	1,320	-	1,400	-	1,400	1,400
REV OVER/(UNDER) EXP	57	3,155	-	-	-	-
ENDING FUND BALANCE	473	3,628	-	3,628	3,628	3,628



TOWN OF NORTHLAKE
CHILD SAFETY SPECIAL REVENUE

Fund: 152

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	92,989	98,054	103,554	96,861	96,861	98,625
REVENUES:						
Seatbelt Fees	3,270	3,590	3,000	1,772	2,000	3,000
Child Safety	1,438	2,313	2,000	2,330	2,500	2,500
Interest	2,782	149	9,000	63	50	100
TOTAL REVENUE:	7,491	6,052	14,000	4,165	4,550	5,600
EXPENDITURES:						
Supplies	426	410	6,000	287	287	1,000
Maintenance	1,500	5,763	-	-	-	-
Services	500	1,071	1,850	2,500	2,500	2,500
TOTAL EXPENDITURES:	2,426	7,244	7,850	2,787	2,787	3,500
REV OVER/(UNDER) EXP	5,065	(1,193)	6,150	1,378	1,763	2,100
ENDING FUND BALANCE	98,054	96,861	109,704	98,240	98,625	100,725
BUDGET REQUESTS:						
Digital MPH Speed Sign (Radar Enabled)						10,000
Intersection Improvements (Glendale & Parkland)						25,000
TOTAL BUDGET REQUESTS						35,000
REVISED REV OVER/(UNDER) EXP						(32,900)
REVISED ENDING FUND BALANCE						65,725



TOWN OF NORTHLAKE
COURT ONLINE ACCESS FEES

Fund: 153

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	56,668	57,949	41,507	60,931	60,931	57,931
REVENUES:						
Online Access Fees	17,724	17,884	18,000	10,672	12,000	18,000
Interest Revenue	2,671	-	9,000	-	-	-
TOTAL REVENUE:	20,395	17,884	27,000	10,672	12,000	18,000
EXPENDITURES:						
Supplies	1,680	235	-	-	-	-
Maintenance	5,922	5,463	6,000	-	6,000	6,000
Services	11,512	9,204	11,500	11,764	9,000	11,500
TOTAL EXPENDITURES:	19,114	14,903	17,500	11,764	15,000	17,500
REV OVER/(UNDER) EXP	1,281	2,981	9,500	(1,092)	(3,000)	500
ENDING FUND BALANCE	57,949	60,931	51,007	59,839	57,931	58,431
BUDGET REQUESTS:						
Upgraded Credit Card Readers						500
Desktop Scanner Replacements						1,800
Court Payment Kiosk						15,000
TOTAL BUDGET REQUESTS						17,300
REVISED REV OVER/(UNDER) EXP						(16,800)
REVISED ENDING FUND BALANCE						41,131



CAPITAL PROJECT FUNDS



**TOWN OF NORTH LAKE
CAPITAL PROJECTS**

Fund: 301	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	5,959,853	2,419,659	1,214,659	1,249,935	1,249,935	1,142,435
REVENUES:						
Transfers	-	-	-	-	-	5,300,000
Interest	110,932	47,379	-	73,540	100,000	50,000
Developer Contributions	-	421,929	-	-	-	-
TOTAL REVENUE:	110,932	469,308	-	73,540	100,000	5,350,000
EXPENDITURES:						
Services	132,961	225,136	-	150,555	2,500	-
Capital Outlay	3,518,165	1,413,895	900,000	200,399	205,000	1,080,000
TOTAL EXPENDITURES:	3,651,125	1,639,031	900,000	350,954	207,500	1,080,000
REV OVER/(UNDER) EXP	(3,540,194)	(1,169,724)	(900,000)	(277,414)	(107,500)	4,270,000
ENDING FUND BALANCE	2,419,659	1,249,935	314,659	972,521	1,142,435	5,412,435
BUDGET REQUESTS						
Florance Road (Strader toYarbrough)						2,600,000
Faught (Old Justin to Robson Ranch)						2,400,000
Fire Protection Lines (Schober & Bingham)						300,000
TOTAL BUDGET REQUESTS						5,300,000
REVISED REV OVER/(UNDER) EXP						(1,030,000)
REVISED ENDING FUND BAL						112,435



TOWN OF NORTHLAKE
WATER CAPITAL PROJECTS

Fund: 203

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	46,978	42,121	12,097,634	12,200,876	12,200,876	9,238,781
REVENUES:						
Transfers	-	12,000,000	-	-	-	5,560,000
Interest	26,122	293,976	-	94,062	100,000	50,000
Adjustments	-	12,058	-	-	-	-
TOTAL REVENUE:	26,122	12,306,034	-	94,062	100,000	5,610,000
EXPENSES:						
Services	338	117,249	5,300	6,958	12,095	-
Capital Outlay	-	-	10,850,000	2,320,186	3,050,000	6,925,000
Transfers	-	-	-	-	-	-
Debt Service	30,642	30,030	30,581	4,891	-	-
TOTAL EXPENSES:	30,979	147,279	10,885,881	2,332,034	3,062,095	6,925,000
REV OVER/(UNDER) EXP	(4,857)	12,158,755	(10,885,881)	(2,237,973)	(2,962,095)	(1,315,000)
ENDING FUND BALANCE	42,121	12,200,876	1,211,753	9,962,903	9,238,781	7,923,781
BUDGET REQUESTS						
Catherine Branch Projects						5,500,000
North Area Pump Station & SCADA						60,000
TOTAL BUDGET REQUESTS						5,560,000
REVISED REV OVER/(UNDER) EXP						(6,875,000)
REVISED ENDING FUND BAL						2,363,781



**TOWN OF NORTH LAKE
COST RECOVERY**

Fund: 201

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	428,237	431,147	824,797	863,886	863,886	1,292,926
REVENUES:						
Cost Recovery Fees	-	433,149	200,000	288,040	428,040	300,000
Interest	3,000	399	-	1,040	1,000	1,000
TOTAL REVENUE:	3,000	433,548	200,000	289,080	429,040	301,000
EXPENSES:						
Services	90	810	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENSES:	90	810	-	-	-	-
REV OVER/(UNDER) EXP	2,910	432,738	200,000	289,080	429,040	301,000
ENDING FUND BALANCE	431,147	863,886	1,024,797	1,152,965	1,292,926	1,593,926
BUDGET REQUESTS						
North Area Pump Station & SCADA (Transfer to Water Capital Projects)						60,000
TOTAL BUDGET REQUESTS						60,000
REVISED REV OVER/(UNDER) EXP						241,000
REVISED ENDING FUND BAL						1,533,926



TOWN OF NORTH LAKE
WATER IMPACT FEES - NORTH

Fund: 202

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	279,528	595,318	747,018	875,475	875,475	1,175,475
REVENUES:						
Water Impact Fees	338,973	440,606	400,000	927,924	1,000,000	1,400,000
Interest	2,695	85	1,700	-	-	-
Adjustments	13,277	-	-	-	-	-
TOTAL REVENUE:	354,945	440,691	401,700	927,924	1,000,000	1,400,000
EXPENSES:						
Services	29,521	159,457	100,000	576,967	700,000	850,000
Capital Outlay	-	1,077	-	-	-	-
Transfers	-	-	-	-	-	-
Debt Service	9,634	-	-	-	-	-
TOTAL EXPENSES:	39,155	160,534	100,000	576,967	700,000	850,000
REV OVER/(UNDER) EXP	315,790	280,157	301,700	350,957	300,000	550,000
ENDING FUND BALANCE	595,318	875,475	1,048,718	1,226,431	1,175,475	1,725,475



TOWN OF NORTHLAKE
WATER IMPACT FEES - SOUTH

Fund: 204

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	1,170,004	1,340,482	1,644,181	1,841,770	1,841,770	1,512,000
REVENUES:						
Water Impact Fees	363,811	437,941	200,000	62,151	62,151	200,000
Sewer Impact Fees	44,350	287,571	50,000	314,716	314,716	-
Interest	2,695	85	1,700	20,383	21,000	1,700
TOTAL REVENUE:	410,856	725,597	251,700	397,250	397,867	201,700
EXPENSES:						
Services	240,379	224,309	322,000	323,472	-	322,000
Transfers	-	-	-	727,637	727,637	-
TOTAL EXPENSES:	240,379	224,309	322,000	1,051,110	727,637	322,000
REV OVER/(UNDER) EXP	170,478	501,288	(70,300)	(653,860)	(329,770)	(120,300)
ENDING FUND BALANCE	1,340,482	1,841,770	1,573,881	1,187,910	1,512,000	1,391,700
BUDGET REQUESTS						
Catherine Branch Projects (Transfer to Water Capital Projects)						1,200,000
TOTAL BUDGET REQUESTS						1,200,000
REVISED REV OVER/(UNDER) EXP						(1,320,300)
REVISED ENDING FUND BAL						191,700



TOWN OF NORTHLAKE
SEWER IMPACT FEES

Fund: 205	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	887,637
REVENUES:						
Sewer Impact Fees	-	-	-	66,591	160,000	500,000
Transfers	-	-	-	727,637	727,637	-
Interest	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	794,228	887,637	500,000
EXPENSES:						
Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	-
REV OVER/(UNDER) EXP	-	-	-	794,228	887,637	500,000
ENDING FUND BALANCE	-	-	-	794,228	887,637	1,387,637
BUDGET REQUESTS						
Catherine Branch Projects (Transfer Out to Water Capital Projects)						800,000
TOTAL BUDGET REQUESTS						800,000
REVISED REV OVER/(UNDER) EXP						(300,000)
REVISED ENDING FUND BAL						587,637



TOWN OF NORTHLAKE
NORTHWEST ROADWAY IMPACT FEES

Fund: 396

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	400,000
REVENUES:						
Roadway Impact Fees	-	-	-	343,444	400,000	400,000
Transfers	-	-	-	-	-	-
Interest	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	343,444	400,000	400,000
EXPENSES:						
Services	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	-
REV OVER/(UNDER) EXP	-	-	-	343,444	400,000	400,000
ENDING FUND BALANCE	-	-	-	343,444	400,000	800,000
BUDGET REQUESTS						
Faught Road Project (Transfer Out to Capital Projects)						600,000
TOTAL BUDGET REQUESTS						600,000
REVISED REV OVER/(UNDER) EXP						(200,000)
REVISED ENDING FUND BAL						200,000



TOWN OF NORTH LAKE
NORTHEAST ROADWAY IMPACT FEES

Fund: 397

	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	-	156,123	-	785,146	785,146	914,146
REVENUES:						
Roadway Impact Fees	156,123	629,023	-	1,114,027	1,400,000	1,900,000
Transfers	-	-	-	-	-	-
Interest	-	-	-	3,420	4,000	3,000
TOTAL REVENUE:	156,123	629,023	-	1,117,447	1,404,000	1,903,000
EXPENSES:						
Services	-	-	-	1,138,499	1,275,000	1,615,000
TOTAL EXPENSES:	-	-	-	1,138,499	1,275,000	1,615,000
REV OVER/(UNDER) EXP	156,123	629,023	-	(21,052)	129,000	288,000
ENDING FUND BALANCE	156,123	785,146	-	764,094	914,146	1,202,146
BUDGET REQUESTS						
Faught Road Project (Transfer Out to Capital Projects)						1,200,000
TOTAL BUDGET REQUESTS						1,200,000
REVISED REV OVER/(UNDER) EXP						(912,000)
REVISED ENDING FUND BAL						2,146



TOWN OF NORTHLAKE
SOUTHEAST ROADWAY IMPACT FEES

Fund: 399	FY 2018 Actual	FY 2019 Actual	FY 2020 Original Budget	FY 2020 Actual As of 6/30	FY 2020 Revised 09/30/2020	FY 2021 Proposed Budget
BEGINNING FUND BALANCE:	36,407	625,244	-	999,957	999,957	1,209,957
REVENUES:						
Roadway Impact Fees	588,838	374,713	-	192,972	200,000	175,000
Transfers	-	-	-	-	-	-
Interest	-	-	-	11,068	10,000	10,000
TOTAL REVENUE:	588,838	374,713	-	204,040	210,000	185,000
EXPENSES:						
Services	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	-
REV OVER/(UNDER) EXP	588,838	374,713	-	204,040	210,000	185,000
ENDING FUND BALANCE	625,244	999,957	-	1,203,997	1,209,957	1,394,957



FIVE-YEAR CAPITAL IMPROVEMENT PROGRAM

TOWN OF NORTHLAKE

FIVE YEAR CAPITAL IMPROVEMENT PROGRAM

		5 Yr. Outlay Schedule of Costs					
Project Title	To Date	2021	2022	2023	2024	2025+	Total Cost
Old Justin Rd (Faught to 1,800 ft. east)	50,000	300,000					350,000
Canyon Falls Road Failures	20,000	580,000					600,000
Cleveland Gibbs Turn Lanes (FM 407)	50,000	200,000					250,000
1.25 MG North Elevated Storage Tank & Line	2,850,000	750,000					3,600,000
0.75 MG South Elevated Storage Tank	150,000	2,550,000	550,000				3,250,000
South Pump Station & Ground Storage Tank		3,000,000	500,000				3,500,000
South Transmission Line		50,000	1,125,000	75,000			1,250,000
Schober & Bingham Fire Protection Lines		300,000					300,000
North Area Pump Station & SCADA		60,000					60,000
Florance Road (Strader to Yarbrough)		1,300,000	1,300,000				2,600,000
Faught Road (Old Justin to Robson Ranch)		1,800,000	600,000				2,400,000
Catherine Branch (Water Improvements)		1,200,000	700,000				1,900,000
Catherine Branch (Sewer Improvements)		1,800,000	1,800,000				3,600,000
North Ground Storage Tank 600 KG			1,350,000				1,350,000
North Area Water Line (Strader to Blair)			500,000	500,000			1,000,000
Phase 1 Sewer Trunk Line				2,000,000	8,000,000	3,305,000	13,305,000
	\$ 3,120,000	\$ 13,890,000	\$ 8,425,000	\$ 2,575,000	\$ 8,000,000	\$ 3,305,000	\$ 39,315,000

Souces of Funding		5 Yr. Outlay Schedule of Funding					Total Funding
		To Date	2021	2022	2023	2024	
2016 Certificates of Obligation	120,000	1,080,000					1,200,000
2018 Certificates of Obligation	3,000,000	6,350,000	2,175,000	75,000			11,600,000
2020 Tax Notes		2,600,000	4,400,000				7,000,000
Cost Recovery Fee		60,000	1,350,000				1,410,000
Northeast Roadway Impact Fee		600,000					600,000
Northwest Roadway Impact Fee		1,200,000					1,200,000
North Water Impact Fee			500,000	500,000			1,000,000
South Water Impact Fee		1,200,000					1,200,000
Sewer Impact Fee		800,000					800,000
Future Debt				2,000,000	8,000,000	3,305,000	13,305,000
	\$ 3,120,000	\$ 13,890,000	\$ 8,425,000	\$ 2,575,000	\$ 8,000,000	\$ 3,305,000	\$ 39,315,000



OLD JUSTIN ROAD



TOTAL COSTS

\$350,000

FUNDING SOURCE

2016 Certificates of
Obligation

USEFUL LIFE OF ASSET

20 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

Reconstruct Old Justin Road from Faught Road to 1,800 ft. east to improve mobility and mitigate flood risk. This project will remove the existing culvert and replace it with a properly sized and aligned culvert to ensure water flow under the roadway and maintain structural integrity for vehicles passing over.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2016 Certificates of Obligation	\$50,000	\$300,000	-	-	-	-	\$350,000
PROJECT EXPENDITURES Capital Project Fund	\$50,000	\$300,000	-	-	-	-	\$350,000

CANYON FALLS ROAD FAILURES



TOTAL COSTS

\$600,000

FUNDING SOURCE

2016 Certificates of Obligation

USEFUL LIFE OF ASSET

20 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

Roads within the Canyon Falls community have failed from foundational failures and the Town is improving these assets to expand their long term useful life. Canyon Falls is developing rapidly and approaching buildout while new residents move in weekly. This development will stress the current road system and these repairs will ensure streets are safe and property values are maintained. The Town will continue to seek reimbursement from the contractor for the road failures.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2016 Certificates of Obligation	\$20,000	\$580,000	-	-	-	-	\$600,000
PROJECT EXPENDITURES Capital Project Fund	\$20,000	\$580,000	-	-	-	-	\$600,000

CLEVELAND GIBBS TURN LANES (FM 407)



TOTAL COSTS

\$250,000

FUNDING SOURCE

2016 Certificates of Obligation

USEFUL LIFE OF ASSET

20 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

With the development of Harvest and Canyon Falls traffic on this main thoroughfare will increase. Access to commercial areas in Harvest will be limited without road and mobility improvements. This main roadway may also serve as a potential school bus route as Northlakes school system expands. In order to prepare for increased demand our Public Works crews will strengthen the road by pouring concrete so the road can withstand water tankers, concrete haulers and increased through traffic by designated turn lanes.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2016 Certificates of Obligation	\$50,000	\$200,000	-	-	-	-	\$250,000
PROJECT EXPENDITURES Capital Project Fund	\$50,000	\$200,000	-	-	-	-	\$250,000

NORTH ELEVATED STORAGE TANK AND WATER LINE



TOTAL COSTS

\$3,600,000

FUNDING SOURCE

2018 Certificates of
Obligation

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Construction

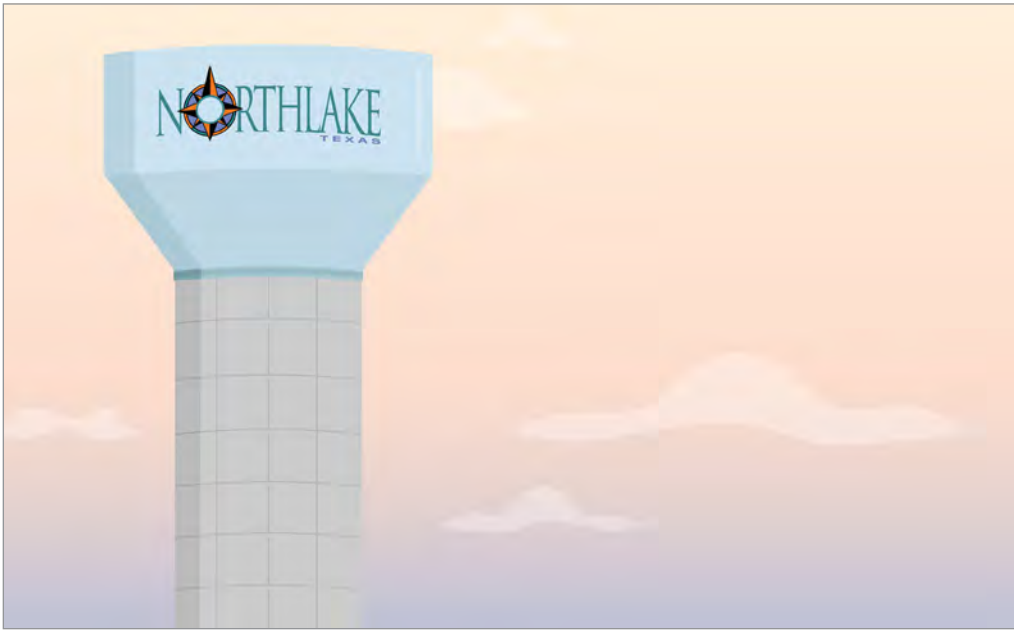
PROJECT DESCRIPTION

The proposed improvements are a 1.25 million gallon elevated water storage tank (EST) in the North Pressure Plain. This EST will assist the Town in providing safe and reliable water to the public by expanding our water capacity, storage and improve distribution of water to resident's homes and commercial businesses.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2018 Certificates of Obligation	\$2,850,000	\$750,000	-	-	-	-	\$3,600,000
PROJECT EXPENDITURES Water Capital Project Fund	\$2,850,000	\$750,000	-	-	-	-	\$3,600,000

SOUTH ELEVATED STORAGE TANK



TOTAL COSTS

\$3,250,000

FUNDING SOURCE

2018 Certificates of
Obligation

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

The 0.75 Million gallon elevated water storage tank (EST) for Phase II improvements of the South Pressure Plain. The Town has acquired the site for the EST and the tank will be composite style construction, including a pedestal and steel storage tank bowl. The tank overflow elevation will be 780 ft. The tank will include two (2) Town logos, and scope also includes SCADA design, geotechnical and surveying. This EST will assist the Town in providing safe and reliable water to the public by expanding our water capacity, storage and improve distribution of water to resident's homes and commercial businesses.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2018 Certificates of Obligation	\$150,000	\$2,550,000	\$550,000	-	-	-	\$3,250,000
PROJECT EXPENDITURES Water Capital Project Fund	\$150,000	\$2,550,000	\$550,000	-	-	-	\$3,250,000

SOUTH GROUND STORAGE TANK AND PUMP STATION



TOTAL COSTS

\$3,500,000

FUNDING SOURCE

2018 Certificates of Obligation

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

The 0.5 million gallon ground water storage tank (GST), and pump for Phase II improvements of the South Pressure Plain. The Town acquired the site for the GST and pump station as well as all necessary water line easements. The site is approximately 400' x 180' located at Chadwick Farms and includes an access easement from SH114. This station will include a firm pumping capacity of 3.1 MGD and all essential equipment to operate efficiency. The pump station will allow the Town to deliver water to an elevated site and connect to water lines of residents in the South Pressure Plain.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2018 Certificates of Obligation	-	\$3,000,000	\$500,000	-	-	-	\$3,500,000
PROJECT EXPENDITURES Water Capital Project Fund	-	\$3,000,000	\$500,000	-	-	-	\$3,500,000

SOUTH TRANSMISSION LINES



TOTAL COSTS

\$1,250,000

FUNDING SOURCE

2018 Certificates of
Obligation

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

The water line will begin at the City of Fort Worth and extend a 16" diameter pipeline to the Town's south pump station (Segment A). The second half of the line will extend from the discharge station and connect to the existing water lines on the south side of SH114 (Segment B). This 24" diameter transmission line will connect to our system on the North side of SH114 to improve the Town's water delivery capacity. These lines will service multiple apartment complexes and communities and allow the Town to meet expanded service demand from population growth.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2018 Certificates of Obligation	-	\$50,000	\$1,125,000	\$75,000	-	-	\$1,250,000
PROJECT EXPENDITURES Water Capital Project Fund	-	\$50,000	\$1,125,000	\$75,000	-	-	\$1,250,000

SCHOBER & BINGHAM FIRE PROTECTION LINES



TOTAL COSTS

\$300,000

FUNDING SOURCE

2020 Tax Notes

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Design

PROJECT DESCRIPTION

The Town is expanding water lines to provide access to fire safety personnel and mitigate risk. These lines will lower insurances rates for residents who live along them and improve the Towns ability to respond to emergencies. Reducing response times, and preventing property damage are departmental goals and this project seeks to achieve both through improved infrastructure.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2020 Tax Notes	-	\$300,000	-	-	-	-	\$300,000
PROJECT EXPENDITURES Capital Project Fund	-	\$300,000	-	-	-	-	\$300,000

NORTH AREA PUMP STATION SCADA



TOTAL COSTS

\$60,000

FUNDING SOURCE

Cost Recovery Fee

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Design

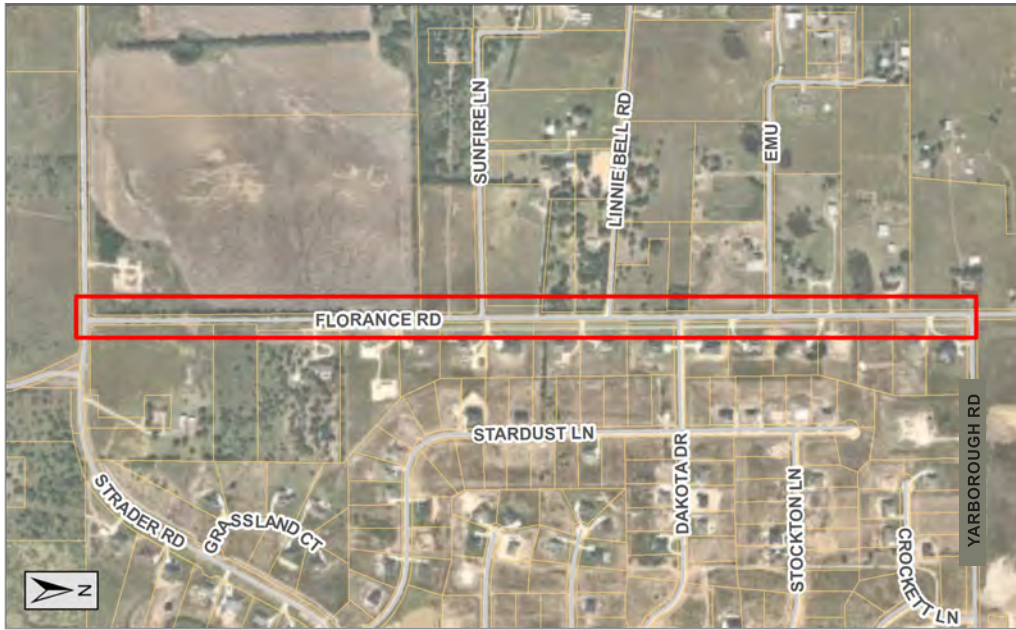
PROJECT DESCRIPTION

SCADA (Supervisory Control and Data Acquisition) systems are designed to collect field information, transfer it to a central computer facility, and display the information to the operator graphically or textually, thereby allowing the operator to monitor or control an entire system from a central location in real time. This system collects field information from the Town's water storage tanks and displays key data to an operator for informed decision making.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE Cost Recovery Fee	-	\$60,000	-	-	-	-	\$60,000
PROJECT EXPENDITURES Water Capital Project Fund	-	\$60,000	-	-	-	-	\$60,000

FLORANCE ROAD (STRADER TO YARBROUGH)



TOTAL COSTS

\$2,600,000

FUNDING SOURCE

2020 Tax Notes

USEFUL LIFE OF ASSET

20 years

PROJECT PHASE

Planning

PROJECT DESCRIPTION

Florance road requires repairs due to asphalt and subgrade failures. This road was not intended for heavy trucks and the increased weight has damaged the infrastructure. Our Public works crews will mill the roads surface, stabilize subgrade, and repave sections as necessary. Implementing these repairs will address the underlying problems and strengthen the road for years of heavy use. Right of way acquisition costs are included in the total budget for this project.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE 2020 Tax Notes	-	\$1,300,000	\$1,300,000	-	-	-	\$2,600,000
PROJECT EXPENDITURES Capital Project Fund	-	\$1,300,000	\$1,300,000	-	-	-	\$2,600,000

FAUGHT ROAD (OLD JUSTIN TO ROBSON RANCH)



TOTAL COSTS

\$2,400,000

FUNDING SOURCE

2020 Tax Notes, NW Roadway
Impact Fees, NE Roadway
Impact Fees

USEFUL LIFE OF ASSET

20 years

PROJECT PHASE

Planning

PROJECT DESCRIPTION

Faught road requires repairs due to asphalt and subgrade failures. Road upgrades will improve mobility and mitigate flood risk. This road was not intended for heavy trucks and the increased weight has damaged the infrastructure. Our Public works crews will mill the roads surface, stabilize subgrade, and repave sections as necessary. Implementing these repairs will address the underlying problems and strengthen the road for years of heavy use. Right of way acquisition is included in the total costs of this project.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE							
2020 Tax Notes	-	-	\$600,000	-	-	-	\$600,000
NW Roadway Impact Fees	-	\$600,000	-	-	-	-	\$600,000
NE Roadway Impact Fees	-	\$1,200,000	-	-	-	-	\$1,200,000
PROJECT EXPENDITURES							
Capital Project Fund	-	\$1,800,000	\$600,000	-	-	-	\$2,400,000



CATHERINE BRANCH WATER IMPROVEMENTS



TOTAL COSTS

\$1,900,000

FUNDING SOURCE

2020 Tax Notes, South Water
Impact Fees

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Planning

PROJECT DESCRIPTION

Catherine Branch will serve future commercial development for the Town of Northlake, and is strategically located off I-35W and Texas Motor Speedway. Northlake is improving the Town's infrastructure to incentivize businesses to locate within the Town limits and contribute to its tax base. Diversifying the tax base reduces the tax burden on residents and allows Northlake to provide affordable and high quality government services. Catherine Branch will serve as a key commercial zone, and improve Northlake's reputation as destination for business and economic development.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE							
2020 Tax Notes	-	-	\$700,000	-	-	-	\$700,000
South Water Impact Fee	-	\$1,200,000	-	-	-	-	\$1,200,000
PROJECT EXPENDITURES							
Water Capital Project Fund	-	\$1,200,000	\$700,000	-	-	-	\$1,900,000



CATHERINE BRANCH SEWER IMPROVEMENTS



TOTAL COSTS

\$3,600,000

FUNDING SOURCE

2020 Tax Notes, Sewer Impact
Fee

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Planning

PROJECT DESCRIPTION

Catherine Branch will serve future commercial development for the Town of Northlake, and is strategically located off I-35W and Texas Motor Speedway. Northlake is improving the Town's infrastructure to incentivize businesses to locate within the Town limits and contribute to its tax base. Diversifying the tax base reduces the tax burden on residents and allows Northlake to provide affordable and high quality government services. Catherine Branch will serve as a key commercial zone, and improve Northlake's reputation as destination for business and economic development.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE							
2020 Tax Notes	-	\$1,000,000	\$1,800,000	-	-	-	\$2,800,000
Sewer Impact Fee	-	\$800,000	-	-	-	-	\$800,000
PROJECT EXPENDITURES							
Water Capital Project Fund	-	\$1,800,000	\$1,800,000	-	-	-	\$3,600,000

NORTH GROUND STORAGE TANK 600 KG



TOTAL COSTS

\$1,350,000

FUNDING SOURCE

Cost Recovery Fee Fund

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Planning

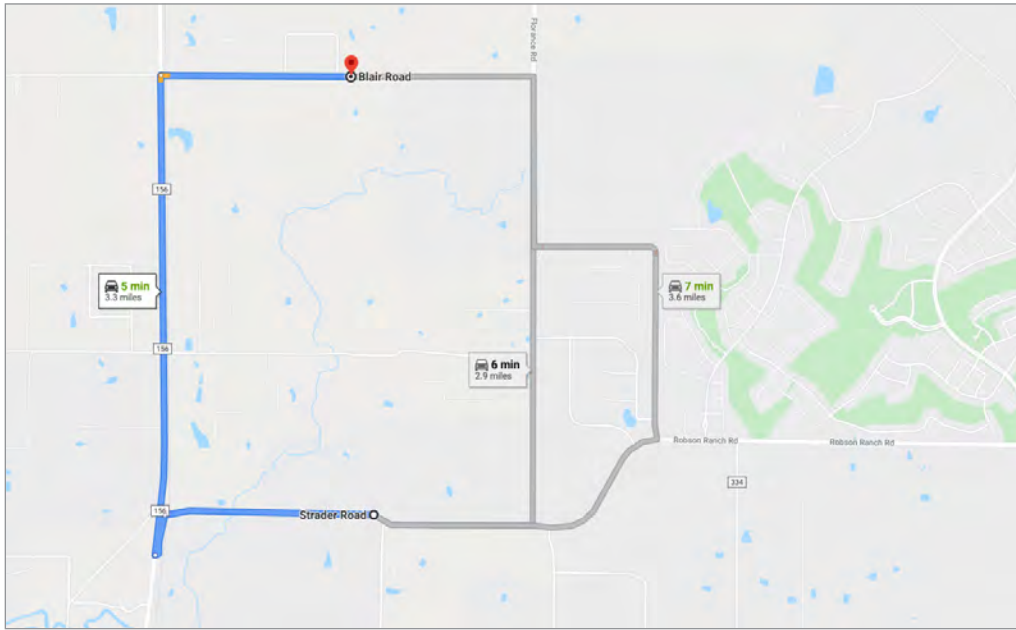
PROJECT DESCRIPTION

The 0.6 MG ground water storage tank (GST), and pump for Phase III improvements of the North Pressure Plain. The Town acquired the site for the GST and pump station as well as all necessary water line easements. The location is at the intersection of FM 407 and Thompson Road. The GST and pump station will maintain water pressure and provide water to the residents in the North Pressure Plain including Harvest, The Highlands, and Pecan Square and Prairie View Farms communities.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE Cost Recovery Fund	-	-	\$1,350,000	-	-	-	\$1,350,000
PROJECT EXPENDITURES Water Capital Project Fund	-	-	\$1,350,000	-	-	-	\$1,350,000

NORTH AREA WATER LINE (STRADER TO BLAIR)



TOTAL COSTS

\$1,000,000

FUNDING SOURCE

NW Water Impact Fee

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Planning

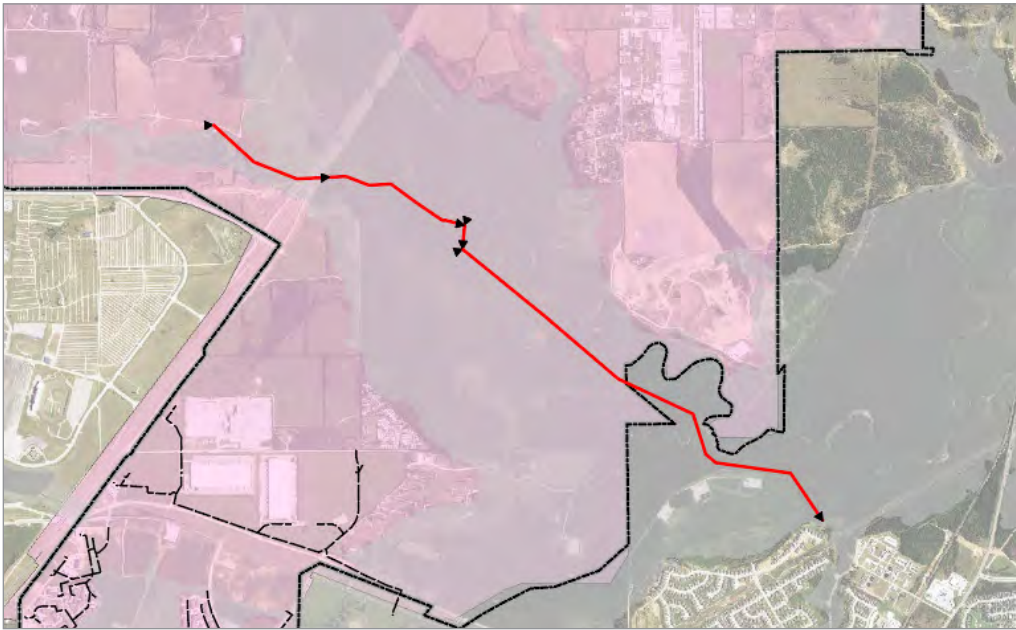
PROJECT DESCRIPTION

This 16" diameter pipeline will connect to the Town's north elevated storage tank and extend coverage to residents living along Strader and Blair roads. This line will improve the Town's water delivery capacity and provide service to Stardust Ranch. This line will allow the Town to maintain water pressure, and meet expanded service demand from population growth.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE Cost Recovery Fund	-	-	\$500,000	\$500,000	-	-	\$1,000,000
PROJECT EXPENDITURES Water Capital Project Fund	-	-	\$500,000	\$500,000	-	-	\$1,000,000

PHASE I SEWER TRUNK LINE



TOTAL COSTS

\$13,305,000

FUNDING SOURCE

Future Debt

USEFUL LIFE OF ASSET

30 years

PROJECT PHASE

Planning

PROJECT DESCRIPTION

Northlake is experiencing development associated with master planned communities in the north pressure plain. This proposed sewer trunk line will expand our wastewater capacity and provide service to residents living in new subdivision developments. The Town anticipates a growing demand for wastewater services in relation to population growth and this line will meet current and future needs. The Town is preparing its infrastructure in order to prevent strain on the current system and provide continuous high quality service.

FINANCIAL SUMMARY

	PROJECT TIMELINE						TOTAL FUNDING
	2020	2021	2022	2023	2024	2025+	
FUNDING SOURCE Future Debt	-	-	-	\$2,000,000	\$8,000,000	\$3,305,000	\$13,305,000
PROJECT EXPENDITURES Water Capital Project Fund	-	-	-	\$2,000,000	\$8,000,000	\$3,305,000	\$13,305,000



PERSONNEL COUNTS & ORGANIZATIONAL CHART



TOWN OF NORTHLAKE
PERSONNEL DISTRIBUTION

		Full-Time Equivalents				
		2018/19 Actual	2019/20 Adopted	2019/20 Shift	2020/21 Requests	2020/21 Proposed
GENERAL FUND						
Administration						
Town Administrator		1.00	1.00			1.00
Town Secretary		1.00	1.00			1.00
Marketing & Communications Coordinator (25%)		0.00	0.25			0.25
Management Analyst		0.00	0.00		1.00	1.00
		2.00	2.25	0.00	1.00	3.25
Finance						
Director (75%)		0.75	0.75			0.75
Accountant (75%)		0.00	0.75			0.75
Accounting Clerk (75%)		0.75	0.75			0.75
Total		1.50	2.25	0.00	0.00	2.25
Development Services						
Director (25%)		0.25	0.25			0.25
Planner		1.00	1.00			1.00
Code Compliance Coordinator		1.00	1.00			1.00
Permit Technician		1.00	1.00			1.00
Total		3.25	3.25	0.00	0.00	3.25
Municipal Court						
Court Administrator		1.00	1.00			1.00
Court Clerk		2.00	2.00			2.00
Total		3.00	3.00	0.00	0.00	3.00
Police						
Chief		1.00	1.00			1.00
Captain		0.00	1.00			1.00
Sergeant		3.00	4.00			4.00
Officer		8.00	9.00		2.00	11.00
Detective		1.00	1.00		1.00	2.00
Public Safety Officer		0.00	1.00			1.00
Administrative Assistant		1.00	1.00			1.00
Total		14.00	18.00	0.00	3.00	21.00
Public Works						
Director (50%)		0.50	0.50			0.50
Superintendent (25%)		0.00	0.50	(0.25)		0.25
Crew Leader		1.00	1.50	(0.50)		1.00
Infrastructure Inspector (50%)		0.50	0.50			0.50
Equipment Operator		1.00	1.50	(0.50)		1.00
Maintenance Worker		1.00	1.50	(0.50)	2.00	3.00
Administrative Assistant (50%)		0.50	0.50			0.50
Total		4.50	6.50	(1.75)	2.00	6.75
Total General Fund		28.25	35.25	(1.75)	6.00	39.50



TOWN OF NORTHLAKE
PERSONNEL DISTRIBUTION



		Full-Time Equivalents				
		2018/19 Actual	2019/20 Adopted	2019/20 Shift	2020/21 Requests	2020/21 Proposed
ECONOMIC DEVELOPMENT CORPORATION FUND						
Development Services						
	Director (25%)	0.25	0.25	0.00	0.00	0.25
Marketing & Communications						
	Marketing & Communications Coordinator (25%)	0.00	0.25	0.00	0.00	0.25
	Total	0.25	0.50	0.00	0.00	0.50
COMUNITY DEVELOPMENT CORPORATION FUND						
Development Services						
	Director (25%)	0.25	0.25	0.00	0.00	0.25
Marketing & Communications						
	Marketing & Communications Coordinator (25%)	0.00	0.25	0.00	0.00	0.25
	Total	0.25	0.50	0.00	0.00	0.50
HOTEL OCCUPANCY TAX FUND						
Development Services						
	Director (25%)	0.25	0.25	0.00	0.00	0.25
Marketing & Communications						
	Marketing & Communications Coordinator (25%)	0.00	0.25	0.00	0.00	0.25
	Total	0.25	0.50	0.00	0.00	0.50



TOWN OF NORTHLAKE
PERSONNEL DISTRIBUTION

UTILITY FUND

Administration

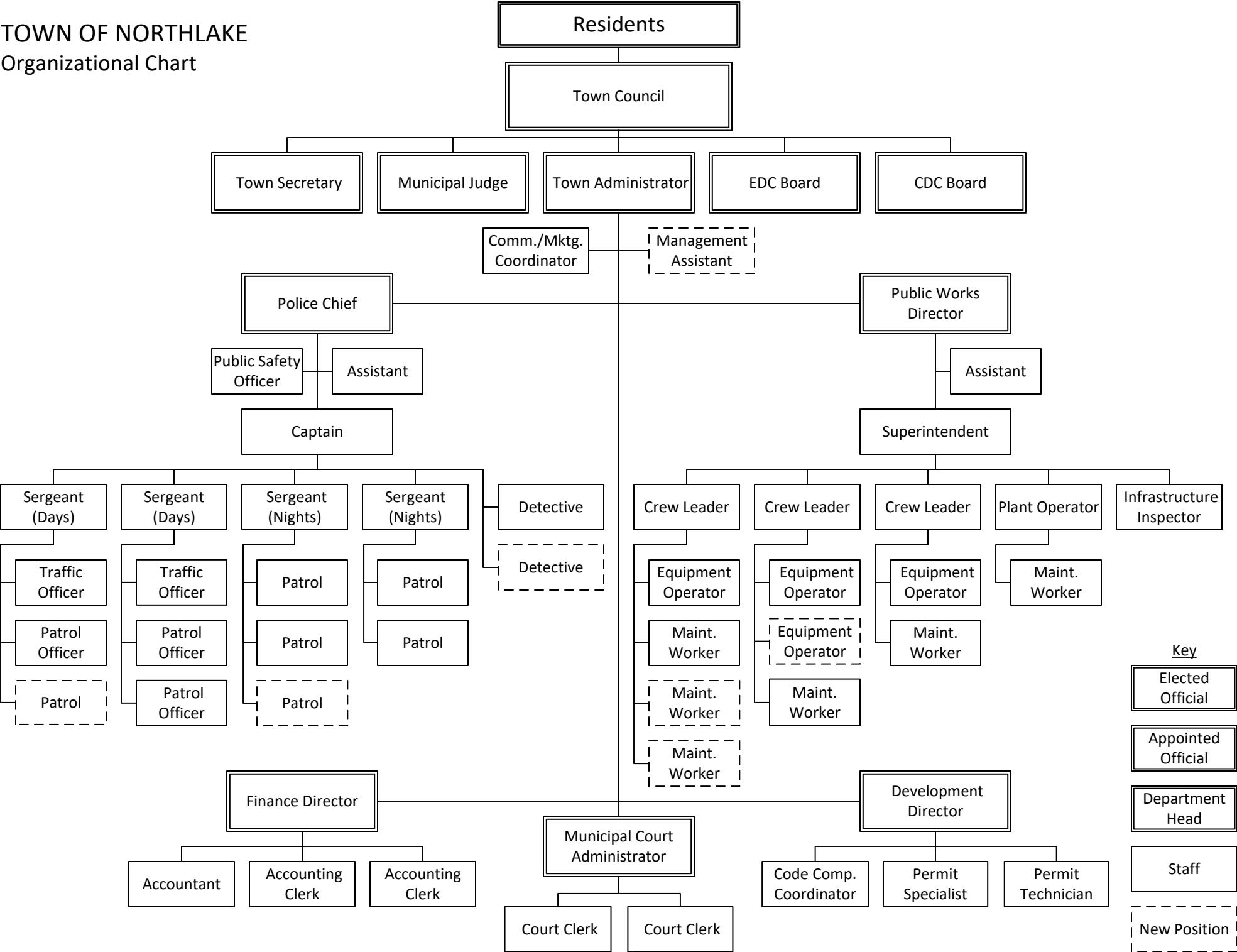
	2018/19 Actual	2019/20 Adopted	2019/20 Shift	2020/21 Requests	2020/21 Proposed
Director (25%)	0.25	0.25			0.25
Accountant (25%)	0.00	0.25			0.25
Accounting Clerk (25%)	0.25	0.25			0.25
Utility Billing Clerk	1.00	1.00			1.00
Total	1.50	1.75	0.00	0.00	1.75

Public Works

Director (50%)	0.50	0.50			0.50
Superintendent (75%)	0.00	0.50	0.25		0.75
Crew Leader	1.00	1.50	0.50		2.00
Infrastructure Inspector (50%)	0.37	0.50			0.50
Equipment Operator	1.00	1.50	0.50	1.00	3.00
Plant Operator	1.00	1.00			1.00
Maintenance Worker	1.00	2.50	0.50		3.00
Administrative Assistant (50%)	0.37	0.50			0.50
Total	5.24	8.50	1.75	1.00	11.25

Total Utility Fund	6.74	10.25	1.75	1.00	13.00
All Funds Total	35.74	47.00	0.00	7.00	54.00

TOWN OF NORTHLAKE
Organizational Chart





COMMUNITY PROFILE

NORTHLAKE, TEXAS

COMMUNITY PROFILE

Northlake is a growing community located in the southwest corner of Denton County, Texas, along Interstate Highway 35W and State Highway 114, between Fort Worth and Denton, and just 15 miles from the Dallas/Fort Worth International Airport (DFW). Northlake benefits from its location in the Dallas/Fort Worth Metroplex, the 4th largest metropolitan area in the United States.

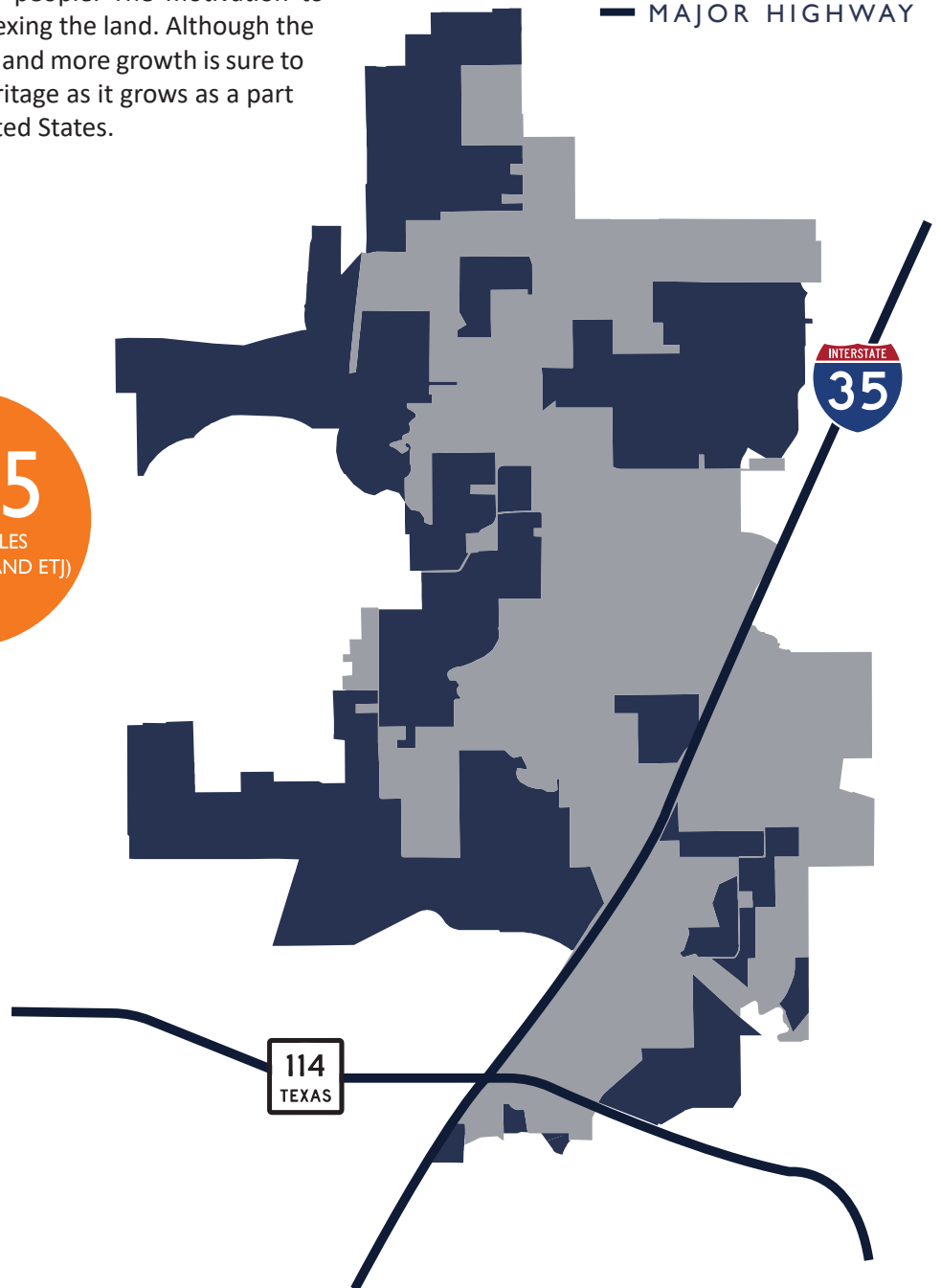
The Town of Northlake was incorporated on December 28, 1960. At that time Northlake consisted of only a number of ranches and very few other uses. In fact, after existing nearly 10 years as a town, the 1970 census recorded the population of Northlake as being only 20 people. The motivation to incorporate was to keep nearby cities from annexing the land. Although the town has grown considerably since its inception and more growth is sure to come, Northlake continues to value its rural heritage as it grows as a part of one of the fastest growing regions in the United States.

- TOWN LIMITS
- ETJ
- MAJOR HIGHWAY

POPULATION:
4,140
(NCTCOG 2019 ESTIMATE)

32.5
SQUARE MILES
(TOWN LIMITS AND ETJ)

PROPERTY TAX RATE
\$0.295
PER \$100 OF VALUATION
ONE OF THE LOWEST IN
DENTON COUNTY!



TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: AUGUST 13, 2020

ITEM: REGULAR SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: AUGUST 13, 2020

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: AUGUST 13, 2020

ITEM: CONSENT ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC. : TEXAS HEALTH AND SAFETY CODE, CHAPTER 772, LOCAL
ADMINISTRATION OF EMERGENCY COMMUNICATIONS

SUBJECT: INTERLOCAL COOPERATION AGREEMENT FOR SHARED
GOVERNANCE COMMUNICATIONS AND DISPATCH SERVICES



STRATEGIC GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Denton County Sheriff's Office (DCSO) provides dispatch services for local law enforcement agencies
- Town of Northlake has contracted with DCSO since 2009 when cost sharing was implemented
- Cost of the service based on previous year's call volume
- Total amount due for FY 2020-2021 - \$38,753

POLICY DIRECTION/DISCUSSION:

- Approve interlocal agreement with Denton County Sheriff's Office

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Northlake Police Department
--

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one year period beginning **October 1, 2020** and ending on **September 30, 2021**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire

protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
 - 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote

sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 110 West Hickory, Room #207 Denton, Texas 76201
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Northlake Police Department
Contact Person	Robert Crawford, Chief of Police
Address	1600 Commons Circle
City, State, Zip	Northlake, TX 76226
Telephone	940-648-4804 x 231
Email	rcrawford@town.northlake.tx.us

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads County Judge
Denton County Commissioners Court
110 West Hickory, Room #207
Denton, Texas 76201
(940)349-2820

David Rettig, Mayor

Town of Northlake

1500 Commons Circle, Ste 300

Northlake, TX 76226

940-648-3290

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Chief Robert Crawford

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

Exhibit A

2020-21 Budget Year
Denton County Sheriff's Office
Communications Agreement
Agency Payment Worksheet

Agency:	Northlake Police Department
Payment Contact Person:	Chief Robert Crawford
Phone Number:	940-648-4804 x 231
Email:	rcrawford@town.northlake.tx.us
Address:	1600 Commons Circle
City, State, Zip	Northlake, TX 76226
AGENCY TOTAL AMOUNT DUE	\$ 38,753.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	Communications Agreement Payments Denton County Auditor 401 W. Hickory, Suite 423 Denton, Texas 76201-9026

Payment Plan Options

Agency MUST
Select One
Payment Option

1	☐	One Annual Payment (100%)
2	☐	Two Payments (50%)
3	☐	Four Payments (25%)
4	☐	Twelve Monthly Payments
5	☐	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2020-2021

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Northlake Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Robert Crawford**

Title: **Chief of Police**

Date: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC. : TRINITY RIVER AUTHORITY CUSTOMER CONTRACT

SUBJECT: TECHNICAL SERVICES CONTRACT



STRATEGIC GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Trinity River Authority (TRA) Board of Directors approved Technical Services Fee Schedule
- Town of Northlake contracting party of TRA Denton Creek Regional Wastewater System
- To benefit from pricing of TRA's services, Town can contract with TRA for these services
- Any costs associated with services included in current and proposed budgets

POLICY DIRECTION/DISCUSSION:

- Approve TRA Technical Services Contract

EXHIBIT A

TECHNICAL SERVICES FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2021

December 1, 2020 through November 30, 2021

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*)(**)	\$13.00	Ortho (*)	\$15.50
		Total (*)	\$20.00
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$34.90	Total (TS)	\$16.00
5-Day Carbonaceous (*)	\$38.00	Total Dissolved (TDS) (*)	\$27.00
5-Day Filtered (Dissolved)	\$48.00	Total Suspended (TSS) (*)	\$19.70
7-Day	\$44.00	Volatile Suspended (VSS) (*)	\$11.00
Extra Dilution (Each)	\$ 2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$18.50
Chlorophyll "a"	\$23.00	Sulfate (*)	\$15.40
Chlorophyll "a" and Pheophytin	\$33.00	Turbidity (*) (**)	\$9.50
Chemical Oxygen Demand (*)	\$22.00	UV254	\$25.00
Chloride (*)	\$15.40	Mercury (*) (**)	\$30.00
Conductance, Specific (*) (**)	\$10.50		
Cyanide:			
Total (*)	\$56.00		
Amenable to Chlorination (*)	\$65.60		
Fluoride, Total (**)	\$15.40	Metals (EPA 200.8) (*) (**) (***):	\$16.00 ea.
Glycols	\$21.70		
Hardness (*) (**)	\$24.00	Aluminum	Lead
Nitrogen:		Arsenic	Manganese
Ammonia (*)	\$20.00	Antimony	Molybdenum
Ammonia by Distillation (*)	\$30.00	Barium	Nickel
Kjeldahl, Total (*)	\$28.00	Beryllium	Selenium
Nitrate (*)	\$15.40	Boron	Silver
Nitrite (*)	\$15.40	Cadmium	Thallium
Total	\$40.00	Chromium	Tin
		Cobalt	Titanium
Oil and Grease (*)	\$70.00	Copper	Vanadium
		Iron	Zinc
Organic Carbon:		Minerals (*):	\$16.00 ea.
Dissolved	\$23.00		
Total (*) (**)	\$15.75	Calcium	
pH (*)	\$11.30	Magnesium	
		Potassium (****)	
		Silica	
		Sodium	
<u>Solid Samples</u>			
Ammonia (****)	\$28.50		
Chemical Oxygen Demand	\$35.00		
Nitrogen, Kjeldahl, Total	\$35.50		
Phosphorus, Total (****)	\$24.25		
pH (****)	\$21.00		
Mercury (****)	\$66.50		
Metals Preparation	\$35.00		

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

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$22.00
Heterotrophic Plate Count	\$22.00

Wastewater:

Coliform, Fecal (Membrane Filter (*))	\$20.00
Coliform, Fecal (MPN (***))	\$63.00
Coliform, Total (MPN-Q Tray)	\$21.35
E. Coli (MPN-Q Tray) (*)	\$21.35
Streptococcus, Fecal (Membrane Filter) (*)	\$19.00
Heterotrophic Plate Count	\$22.00
Microscopic General Examination	\$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):

3-Day (unpreserved)	\$171.00
BTEX (only)	\$175.00
Trip Blanks	\$103.00
Geosmin/MIB	\$107.00

EPA 625 (*):

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

Pesticides/PCB

EPA 608 (*):

Full List	\$343.00
Chlorinated Pesticides (only)	\$226.50
PCB (aqueous)	\$226.50

EPA 8082:

Polychlorinated Biphenyls (PCB)	\$165.36
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BY QUOTE

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

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

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

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

PRETREATMENT ASSISTANCE

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

Industrial User Survey Fee Formula:

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

Formula Footnotes:

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

² Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

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

NELAP Accreditation

*Non-Potable Water

**Drinking Water

*** Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2020. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include a 10 percent charge added to the analyses cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS

**Manager
Technical Services**

JOHN DURBIN

**Manager
Collection System Group**

**CRAIG HARVEY
Laboratory Division
Chief**

**JENNIFER MOORE
Environmental Service
Coordinator**

**JACOB RODGERS
Technical Services
Engineer**

**CATHY SIEGER
Quality Assurance
Coordinator**

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

EXHIBIT B

CONTRACT FOR TECHNICAL SERVICES

t. CONTRACTING PARTIES

The Receiving Agency: Town of Northlake, whose authorized address is:

1500 Commons Circle Suite 300 Northlake Texas 76226

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

II. STATEMENT OF SERVICES TO BE PERFORMED

In order to discharge the responsibilities associated with the enforcement of federal, state, and municipal regulations, the Receiving Agency requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and/or sampling services, such services detailed in Section A, Subsection(s) 1-2-3 below.

A. PERFORMANCE OF SERVICES

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

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

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

2. Significant Industrial User Permit and Inspection Services:

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

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

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

3. Industrial User Sampling Services:

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

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

4. Analytical Services:

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

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

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

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

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

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

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

B. TERMINATION

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

C. AMENDING THE CONTRACT

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

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

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

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

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

IV. CONTRACT AMOUNT

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

V. PAYMENT FOR SERVICES

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

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

VI TERM OF CONTRACT

This Contract is to begin October 1, 2020 and shall terminate September 30, 2021, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

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

Receiving Agency:

TOWN OF NORTHLAKE

BY: _____

TITLE: David Rettig, Mayor

DATE: _____

ATTEST: _____
(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

TITLE: General Manager

DATE: _____

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

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

Transfer of Custody and Storage

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



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
MEETING MINUTES
THURSDAY, JULY 16, 2020**

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

Council present: David Rettig, Rena Hardeman, Jimmy Lambert (via phone), Brian Montini, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police; Captain Michael Coleman; John Zagurski, Finance Director; Eric Tamayo, Public Works Director; Tara Barton, Marketing & Communications Coordinator; Jakob Bressler, Admin Intern; and Shirley Rogers, Town Secretary

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

Invocation given by Captain Michael Coleman, Northlake Police Department

Pledge of Allegiance led by Mayor David Rettig

2. Briefing Items

A. Recommended Utility Rates presented by Matthew Garrett , NewGen Strategies and Solutions, LLC

B. Preliminary Budget for the Fiscal Year October 1, 2020 through September 30, 2021 presented by Drew Corn, Town Administrator

- Council Strategic Goals & Mayoral Budget Principles
- Budget Goals – provide property tax relief to residential homesteads; invest in infrastructure to meet the needs of town; utility fund operations and debt self-supporting; fund government functions to sustain current service levels
- Impact of tax and rate changes
- Capital Improvement Projects – Catherine Branch project; fire protection project for Schober & Bingham Roads; road improvement projects for Florance Road (Strader to Yarbrough) and Faught Road (Old Justin to Robson Ranch Road)
- Self-supporting utility rates
- FY 2021 Staffing Requirements – additional 7 positions needed to maintain current service levels

- Vehicle purchases – includes replacement of 3 vehicles and 1 new vehicle for Public Works & Police Depts.

C. FY 2020 Quarterly Investment Report given by John Zagurski, Finance Director

3. Mayor Rettig called the regular meeting to order at 8:10 pm

4. Public Input

- Joel McGregor, Northlake resident, spoke on Item K, opposed any debt being issued, said town should not be borrowing money, make cuts wherever necessary. Believed the water & sewer fund should be fully funded by revenues generated in the fund and not use funds from General Fund.

Mayor Pro Tem Montini asked Mr. McGregor his thoughts if no debt was issued by the town, the tax rate was lowered and the town could not keep the current service levels, would he be willing to give up Police services. Mr. McGregor replied absolutely whatever it takes, might be the best place.

- Bill Moore, Northlake resident, stated he heard from 41 households in Prairie View Farms and all but one was in favor of Faught Road Improvements. Spoke with homeowners in Creek Meadows, 15 completed public input cards and 2 were opposed. All agreed Faught Road has a poor and dangerous road base, praised the PW Depts effort to patch the danger spots
- Public Input forms received from 4 residents of Stardust Ranch in favor of the Florance Road project; 2 residents supported the use of golf carts. Submitted forms: (Michaela Monson, Omar Wattari, Keith Pinkley and Dave Wessling)
- Public Input forms received from Prairie View Farms (Bobby Andreasen, Nick & Shelby Black, Elizabeth Fowler, Michael & Delia Kleehammer, Scott Marano, Scott Hubbell, Steve Leach, Micheal McClain, Abey Rajan, Allyson Schauer, Bill & Pat Moore, Melissa Mitchell, Elena Robillard, Andrew Zahorecz, Mandy Anderson, Amy Goddard, Kirk Rexroat, Stacy Rocquemore, Jeff Duncan, Judy Prathoumvanh, Kristen Gass, Kathy Zimmerman, Lori Planeta, Shelia Bennici)
- Public Input forms received from Creek Meadows subdivision (Steve & Barbara Van Horn, Chris Romolo, Steve & Diane Anderson, Mr. & Mrs. Jerry Mayer, Ian Crabtree, Ryan & Elizabeth Kuithe, Josh & Erica Starr, Joe Roel, Megan Rhodes, Stephanie Brown, Paul & Amber Morgan)

5. Consent Items

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

Council Member Sessions made the motion to approve Items D-E-F. 2nd by Mayor Pro Tem Montini

Vote: motion passed

For: Sessions, Montini, Simpson, Lambert

Against: Hardeman

D. Final Plat of Pecan Square Phase 2B-1, a phase of the Pecan Square development consisting of 159 residential lots and 3 open space lots on 45.705 acres out of the A. McDonald Survey, Abstract No. 785, generally located west of S. Pecan Parkway at Little Wonder Lane, and zoned Mixed-Use Planned

Development (MPD). Pecan Square Phase 2B, LLC is the owner. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # FP-20-005.

- E. Final Plat of Pecan Square Phase 2B-2, a phase of the Pecan Square development consisting of 180 residential lots and 7 open space lots on 47.868 acres out of the F.W. Thornton Survey, Abstract No. 1244, generally located east of S. Pecan Parkway and south of Jackrabbit Way, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 2, LLC is the owner. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # FP-20-006.
- F. Final Plat of Pecan Square Phase 2B-3, a phase of the Pecan Square development consisting of 185 residential lots on 35.662 acres out of the F.W. Thornton Survey, Abstract No. 1244, generally located east of Fielding Street and north of Elm Place, and zoned Mixed-Use Planned Development (MPD). Pecan Square Phase 2, LLC is the owner. Hillwood Communities is the applicant/developer. Kimley-Horn & Associates is the engineer/surveyor. Case # FP-20-007.

Hillwood representatives Andrew Pieper & Jason Kaiser present

- G. Council Member Simpson made the motion to approve the Final Plat of Lots 4A & 4X, Town Commons, a 1.800-acre tract of land out of the Patrick Rock Survey, Abstract No. 1063, generally located at the northeast corner of FM 407 and Cleveland-Gibbs Road in the extraterritorial jurisdiction of the Town of Northlake. Belmont 407, LLC is the owner. Slate Land & Development Co. is the applicant/developer. Kirkman Engineering is the engineer. Barton Chapa Surveying, LLC is the surveyor. Case # FP-20-013. 2nd by Mayor Pro Tem Montini

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

- H. Council Member Simpson made the motion to approve the Site Plan of Harvest Shops by Slate, a proposed 11,631 square-foot retail center on a 1.504-acre tract of land to be platted as Lot 4A, Town Commons, generally located at the northeast corner of FM 407 and Cleveland-Gibbs Road in the extraterritorial jurisdiction of the Town of Northlake. Belmont 407, LLC is the owner. Slate Land & Development Co. is the applicant/developer. Kirkman Engineering is the engineer. Case # SP-20-004. 2nd by Council Member Sessions

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

Council Member Simpson moved to approve Items I & J. 2nd by Mayor Pro Tem Montini

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

- I. Resolution No. 20-19 of the Town Council giving consent to the issuance of tax bonds per development agreement by Northlake Municipal Management District No. 1, a conservation and reclamation district located within the corporate boundaries of the town.
- J. Town Council Meeting Minutes of 6-25-20.

6. Regular Items

- K. Council Member Simpson made the motion to adopt Resolution No. 20-18 expressing official intent to reimburse costs of project. 2nd by Council Member Sessions

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

- L. Council Member Simpson made the motion to approve Ordinance No. 20-0716A amending Code of Ordinances, Chapter 12, Utilities, Article 12.01 General Provisions, Section 12.01.001 Underground installation of utility lines, amending provisions related to burial of utility service lines in certain circumstances. 2nd by Council Member Hardeman

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

- M. Council Member Simpson made the motion to approve Ordinance No. 20-0716B amending water and sewer rates of the Town for all categories of users and amending certain provisions of the Town Code related to water conservation. 2nd by Council Member Sessions

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

- N. 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

- Chief of Police Robert Crawford gave a brief Covid-19 update

7. By general consent, Mayor Rettig convene the council into executive session at 8:49 pm pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- i. Legal advice on any matter related to any posted agenda item;
- ii. Legal advice related to Hawthorne Estates development options;
- iii. Legal advice related to the development and annexation of the Foster Tract, on approximately 124-acre tract of land located in the northwest corner of Victory Circle and Harmonson Road in the extraterritorial jurisdiction of the Town;

- iv. Legal advice related to the development and annexation of the Buchanan Tract, a 230-acre tract of land generally located in the northeast corner of Victory Circle and Harmonson Road and extending east to IH35W in the extraterritorial jurisdiction of the Town;
- v. Pending or contemplated litigation;
- vi. Brandon K. Thrasher vs. Fort Worth Police Department, Northlake Police Department, Denton County Sheriff's Department, US District Court Case No. 4:20cv350-SDJ-KPJ;
- vii. Town of Northlake vs. City of Justin, District Court Cause No. 15-08170-367;
- viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084;
- ix. Potential litigation related to Eagleton and Applewood road failures;
- x. Potential litigation related to Dale Earnhardt Way road failures.

8. Mayor Rettig reconvene the council into open session at 9:01 pm - no action taken as a result of the closed session

9. By general consent, Mayor Rettig adjourned the meeting at 9:01 pm

Passed and approved on this the 13th day of August 2020.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: AUGUST 13, 2020

ITEM: REGULAR ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 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:

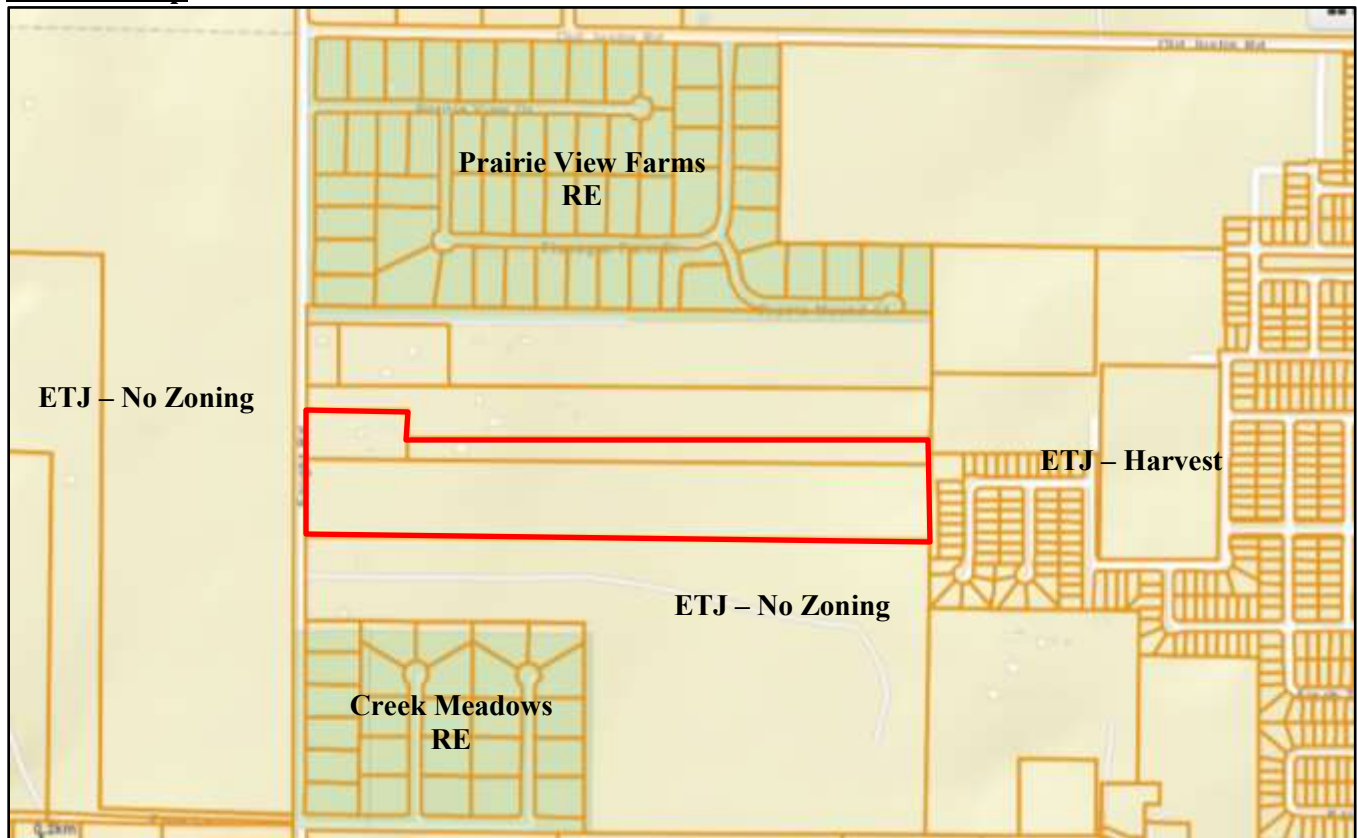
- Minimum lot size – 0.90 acres
- Average lot size – 0.93 acres
- Require culvert installation to bid using specified requirements
- Provision of street stub-outs to north and south
- Voluntary annexation by developer
- Reimbursement of \$100,000 of water impact fees to developer

NEXT STEPS:

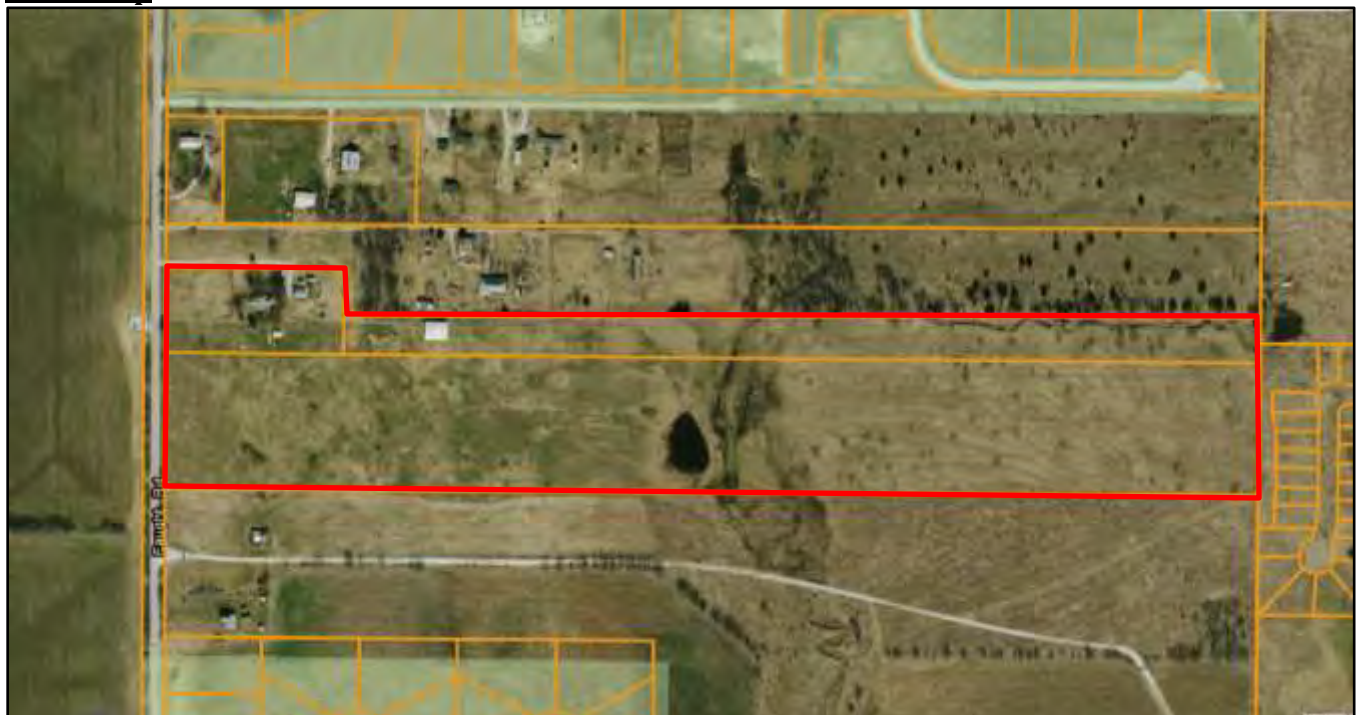
- Council consideration of development agreement

MAPS:

Location Map



Aerial Map





TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 20-0813A

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 13th day of August 2020.

Town of Northlake, Texas

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 approved by the Town.

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

4.3 Roadways.

(a) Owner shall construct internal roads (“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

4. Legal description of land:

TRACT 1:

All that certain 24.577 acre tract or parcel of land situated in the Patrick Rock Survey, Abstract 1063, Denton County, Texas, being part of a certain (called) 73.732 acre tract described in a deed from Lucille Duck et vir, to George R. Gann and Newton Gann on April 30, 1973, and recorded in Volume 672, Page 702, Deed Records of said County, and being more particularly described as follows:

BEGINNING at a nail in Faught Road at the Southwest corner of said 73.732 acre tract on the West Boundary Line of said Patrick Rock Survey;

THENCE North in said road with the West Boundary Line of said tract and of said Survey 356.68 feet to a nail;

THENCE South 89 deg. 54' East pass at 18.3 feet a steel pin in a fence a total distance of 3002.41 feet to a steel pin in a fence on the East Boundary Line of said tract;

THENCE South 0 deg. 16' 30" West with said fence 356.68 feet to a fence corner at the Southeast corner of said tract;

THENCE North 89 deg. 54' West with said fence pass at 2980.70 feet a steel pin at a fence corner a total distance of 3000.70 feet to the place of beginning, containing in all 24.577 acres of land.

TRACT 2:

BEGINNING at a nail in Faught Road being 356.68 feet North of the Southwest corner of said 73.732 acre tract;

THENCE North with said Road 256.48 feet to a nail fence corner;

THENCE South 89 deg. 54' East 469.51 feet to a steel pin;

THENCE South 256.48 feet to a steel pin;

THENCE North 89 deg. 54' West 469.51 feet to the Place of Beginning, containing in all 2.764 acres of land.

TRACT 3:

BEGINNING at a steel pin being North 356.68 feet and South 89 deg. 54' East 469.51 feet from the Southwest corner of said 73.732 acre tract;

THENCE North 112.0 feet to a steel pin;

THENCE North 89 deg. 55' 09" East with a fence 2533.47 feet to a steel pin at a fence corner;

THENCE South 0 deg. 16' 30" West 120.0 feet to a steel pin;

THENCE North 89 deg. 54' West 2532.90 feet to the Place of Beginning, containing in all 6.746 acres of land.

The Company is prohibited from insuring the area or quantity of the land described herein. Therefore, the Company does not represent that the acreage or square footage calculations are correct and references to the quantity are for informational purposes only.



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

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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:I Ratio	Precast	\$
		Cast-in-place	\$
44.	Safety End Treatment, 18", 6:I Ratio	Precast	\$
		Cast-in-place	\$
45.	Safety End Treatment, 24", 4:I Ratio	Precast	\$
		Cast-in-place	\$
46.	Safety End Treatment, 24", 6:I Ratio	Precast	\$
		Cast-in-place	\$
47.	Safety End Treatment, 30", 3:I Ratio	Precast	\$
		Cast-in-place	\$
48.	Safety End Treatment, 30", 4:I Ratio	Precast	\$
		Cast-in-place	\$
49.	Safety End Treatment, 30", 6:I Ratio	Precast	\$
		Cast-in-place	\$
50.	Safety End Treatment, 36", 3:I Ratio	Precast	\$
		Cast-in-place	\$
51.	Safety End Treatment, 36", 4:I Ratio	Precast	\$
		Cast-in-place	\$
52.	Safety End Treatment, 36", 6:I Ratio	Precast	\$
		Cast-in-place	\$
53.	Surveying Per Location		\$
Total Cost: \$ _____			
Total Bid Amount from All Four Sections			

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF DOC.: TEXAS TRANSPORTATION CODE, CHAPTER 551

SUBJECT: REVISE NORTHLAKE ORDINANCE, CHAPTER 11 REGARDING
OPERATION OF GOLF CARTS



GOALS/OBJECTIVES:

- Sustain high quality of life, provide responsive government (Mission Statement excerpts)

BACKGROUND INFORMATION:

- 2009 State Law allowed municipal regulation of golf cart use
- Also, in 2009, Town Council passed ordinance allowing golf cart use in North Ridge Estates
- Since 2009, many other neighborhoods have developed and are requesting golf cart use
- Golf cart operations are allowed by State law in master planned communities defined as:
 - Set of restrictive covenants (typically per homeowners' association)
 - Municipally approved plat

PROPOSED REVISIONS:

- Follow all current State golf cart operations with following additional regulations:
 - Public street maximum speed limit reduced from 35 MPH to 30 MPH
 - Operator must possess valid driver's license and proof of financial responsibility
 - Slow-moving vehicle emblem located on rear of vehicle
 - Driver and all passengers must be seated; under six years of age must have safety belt

COUNCIL ACTION:

- Approve ordinance to allow golf cart use as proposed



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 20-0813B

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; CHAPTER 11, TRAFFIC AND VEHICLES, ADDING ARTICLE 11.06, GOLF CARTS; PROVIDING FOR THE OPERATION OF GOLF CARTS ON CERTAIN ROADWAYS IN THE TOWN; PROVIDING A PENALTY; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 551 of the Texas Transportation Code authorizes a golf cart to be driven on city streets in certain circumstances; and

WHEREAS, the Transportation Code requires that a golf cart comply with certain requirements if it is driven on roadways within the Town; and

WHEREAS, the Town Council hereby finds and determines pursuant to the Transportation Code that golf carts should be permitted to operate on Town roadways only in certain specifically defined circumstances and only if certain equipment requirements are met as set out herein; and

WHEREAS, the Town Council finds that the provisions adopted herein regulating use of golf carts within Town limits are in the best interest of the Town of Northlake and will promote the health, safety, and general welfare of the citizens of the Town of Northlake and the general public.

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

SECTION 1. Chapter 11, "Traffic and Vehicles," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to add Article 11.06, "Golf Carts," to read as follows:

ARTICLE 11.06 GOLF CARTS

Sec. 11.06.001 Applicability

- (a) The provisions of the article shall apply to all golf carts operated upon a public street or public golf cart path within the town except as set out in subsection (b) herein
- (b) The operation of a golf cart is not subject to the provisions of this article in the following circumstances:



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

- (1) The operation of golf carts at golf courses, private clubs or on private property, with the consent of the owner;
- (2) The operation of golf carts within gated or limited access communities; or
- (3) The use or operation of a golf cart in connection with a parade, a festival or other special event provided the consent of the sponsor is obtained and provided such vehicle is only used during such event.

Sec. 11.06.002 Definitions

When used in this Article, the following words and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

Driver. The person driving and having the physical control over a golf cart.

Driver License. An authorization by a state for the operation of a motor vehicle. The term includes: (1) A temporary license or instruction permit, must have someone at least 18 years of age with a valid license accompanying person with instruction permit; and (2) An occupational license.

Golf Cart. A motor vehicle designed by the manufacturer primarily for use on a golf course.

Owner. The person holding title to the golf cart.

Parking Area. Those areas accessible to the public by motor vehicle vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

Public Safety Personnel. Any employee or officer of a governmental law enforcement agency or fire department or people serving as volunteers for the governmental agency while performing volunteer duties.

Public way or public property. Real property owned, leased or controlled by a political subdivision of the state, a governmental entity or agency, or a similar entity, or any property that is publicly owned and maintained or dedicated to public use, including but not limited to a path, trail, sidewalk, alley, street or highway, and a public park facility.



TOWN OF NORTHLAKE, TEXAS OFFICIAL ORDINANCE

Public Street. A publicly owned or dedicated road, street, alley, or other right-of-way for the use of vehicles within the Town's corporate boundaries.

Sidewalk. The portion of a street that is between a curb or lateral line of a roadway and adjacent property line and intended for pedestrian use.

Slow-moving vehicle emblem. A triangle emblem that conforms to standards and specifications adopted by the director of the Texas Department of Transportation pursuant to Texas Transportation Code Section 547.104 and or displayed in compliance with the Texas Transportation Code Section 547.703.

Texas Transportation Code. The code as it currently exists or may be amended.

Sec. 11.06.003 Permitted and Restricted

- (a) No person, other than public safety personnel or volunteers in an official capacity for public safety, may operate a golf cart on a public street and/or parking area unless the person complies with the following:
 - (1) The maximum speed limit on the public street on which a golf cart is operated is thirty (30) miles per hour or less;
 - (2) The person has been issued and possesses, on their person, a valid driver's license;
 - (3) The person maintains and possesses current financial responsibility relating to operation of the golf cart as required for the operation of passenger vehicles in accordance with Texas Transportation Code Section 601.051 or other liability insurance relating to operation of a golf cart that provides substantially the same coverage and with limits not less than those required by Texas Transportation Code Section 601.051 while operating the golf cart;
 - (4) The person complies with all applicable federal, state, and local laws and ordinances applicable to the operating and equipping of a golf cart including displaying a license plate issued under Texas Transportation Code Section 551.402;
 - (5) The golf cart being operated by the person is equipped with the following equipment, in accordance with section 551.040(b) of the Texas Transportation Code which must continuously remain in good working and operational order;



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- (A) Two (2) headlamps;
 - (B) Two (2) tail lamps;
 - (C) Turn signals visible from both the front and rear of the vehicle;
 - (D) Side reflectors two (2) front, amber in color and two (2) rear, red in color; parking brake;
 - (E) Rearview mirror(s), capable of a clear, unobstructed view of at least two hundred feet (200') to the rear; and
 - (F) Slow-moving vehicle emblem located on the rear of the vehicle.
- (6) The golf cart being operated otherwise complies with all applicable state and federal motor vehicle safety standards, as they exist or may be amended; and
- (7) While the golf cart is in motion, the driver and every passenger are seated. No person may stand or ride in the lap of the driver, and/or another passenger of a golf cart while it is being operated on a public road.

Sec. 11.06.004 Additional operational regulations for all golf carts

- (a) Except for public safety personnel or as provided by other ordinances, no person shall operate a golf cart on or within any public park, public sidewalk, public pedestrian walkway, public jogging path, public park trail or any other location on publicly owned or controlled property normally used for pedestrian traffic.
- (b) The driver shall move the golf cart to the right of the public street and yield the right-of-way to faster moving vehicles.
- (c) The driver shall not overtake and pass in the same lane occupied by the vehicles being overtaken.
- (d) No driver shall operate a golf cart between the lanes of traffic, or between adjacent lines or rows of vehicles.
- (e) A driver operating a golf cart on a public street shall cross a multi-lane federal, county or state route only at an intersection controlled by an official traffic-control device which stops traffic from all directions.



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OFFICIAL ORDINANCE

- (f) No driver shall operate a golf cart if the number of occupants in the golf cart, including the driver, exceeds the number of seats installed and provided on the golf cart.
- (g) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle.
- (h) Golf carts may only be parked in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing or parking of golf carts in areas where parking is not allowed or in any place that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited. Golf carts shall not park within any space designated for disabled persons unless a current disabled parking placard is displayed and the person to whom the placard was issued is operating or being transported by said cart.
- (i) Children must be properly seated while a cart is in motion and may not be transported in a reckless or negligent manner. No person younger than six (6) years of age may be transported in a motorized cart unless restrained by a safety belt restraint.
- (j) Package delivery vehicles may be used in the Town for the purpose of picking up or delivering mail, parcels, and packages, if the vehicle follows the rules set forth in the Texas Transportation Code 551.452 and this ordinance.
- (k) ATV's, mules, sand rails, off-highway vehicles, and the like are not permitted for public roadway use in the Town.

Sec. 11.06.005 Liability

- (a) Nothing in this Article shall be as an assumption of liability by the Town for any injuries (including death) to persons, pets, property which may result from the operation of a golf cart by an authorized user.
- (b) An owner of a golf cart is liable for the intentional or negligent actions of any person to whom the owner grants permission to operate the owner's golf cart whether such operation occurs on private property and/or any authorized public street or public parking area, and includes but is not limited to liability for personal injuries (including death) or property damage resulting from the acts of a person under the age of twenty-one (21) who operates the owner's golf cart whether or not possessing a current and valid driver's license.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

Sec. 11.06.006 Penalty for violations

Violation of this article shall be a misdemeanor and punished by a fine as provided for in the general penalty provision found in Section 1.01.009. Each day of violation shall constitute a separate offense.

SECTION 2. VIOLATIONS AND PENALTIES. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in accordance with Section 1.01.009 of the Code of Ordinances, Town of Northlake, Texas. Each day of violation shall constitute a separate offense.

SECTION 3. CUMULATIVE. All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Northlake, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.

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

SECTION 5. PUBLICATION. The Town Secretary of the Town of Northlake is hereby directed to publish the caption in the official newspaper of the Town as required by Section 52.011 of the Texas Local Government Code.

SECTION 6. EFFECTIVE DATE. This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

PASSED AND APPROVED ON THIS THE 13TH DAY OF AUGUST 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 102, MUNICIPAL BUDGET
AND TAX CODE, SECTION 26, PROPERTY TAX, ASSESSMENT

SUBJECT: PUBLISH NOTICE AND CALL PUBLIC HEARINGS FOR ANNUAL
BUDGET AND TAX RATE



GOALS/OBJECTIVES:

- Maintain low tax rate (Budget Principle)

BACKGROUND INFORMATION:

Per Texas State Law, the Town of Northlake is required to publish notice and hold a public hearing to allow taxpayer to express their views on the tax rate. The Town of Northlake has proposed to preserve the existing low tax rate of \$0.295 per \$100 of assessed value. Due to the 40% increase in business personal property tax, Northlake's No-New-Revenue tax rate is \$0.2758 which is below the proposed rate and therefore requires the Town hold a tax rate public hearing.

- Key Tax Rate Information
 - o FY 2021 Proposed Tax Rate - \$0.295 per \$100 assessed value
 - Maintenance and Operations Rate - \$0.1468
 - Interest and Sinking Rate - \$0.1482
 - o No-New-Revenue Tax Rate - \$0.2758; if proposed rate greater, public hearing required
 - o Voter-Approval Tax Rate - \$0.3001; if proposed rate greater; petition for election available
 - o De Minimus Tax Rate - \$0.3410; if proposed rate greater; automatic election required
- Key Budget and Tax Rate Dates
 - o August 13, 2020 – Call the public hearings for tax rate and budget, proposed tax rate
 - o August 27, 2020 – Publish notice of tax rate and budget hearings and tax rate adoption date
 - o September 10, 2020 – Hold public hearings on tax rate and budget; adopt tax rate and budget

COUNCIL DIRECTION:

- Call public hearings for budget and tax rate, propose tax rate

Statements required in notice if the proposed tax rate exceeds the no-new-revenue tax rate but does not exceed the voter-approval tax rate, as prescribed by Tax Code §26.06(b-2).

NOTICE OF PUBLIC HEARING ON TAX INCREASE

A tax rate of \$0.295000 per \$100 valuation has been proposed by the governing body of TOWN OF NORTHLAKE .

PROPOSED TAX RATE	\$0.295000 per \$100
NO-NEW-REVENUE TAX RATE	\$0.275801 per \$100
VOTER-APPROVAL TAX RATE	\$0.300137 per \$100

The no-new-revenue tax rate is the tax rate for the 2020 tax year that will raise the same amount of property tax revenue for TOWN OF NORTHLAKE from the same properties in both the 2019 tax year and the 2020 tax year.

The voter-approval rate is the highest tax rate that TOWN OF NORTHLAKE may adopt without holding an election to seek voter approval of the rate.

The proposed tax rate is greater than the no-new-revenue tax rate. This means that TOWN OF NORTHLAKE is proposing to increase property taxes for the 2020 tax year.

A PUBLIC HEARING ON THE PROPOSED TAX RATE WILL BE HELD ON September 10, 2020 at 6:30 PM at Town Hall, Chamber Room, 1500 Commons Circle, Suite 300, Northlake, TX 76226.

The proposed tax rate is not greater than the voter-approval tax rate. As a result, TOWN OF NORTHLAKE is not required to hold an election at which voters may accept or reject the proposed tax rate. However, you may express your support for or opposition to the proposed tax rate by contacting the members of the Town Council of TOWN OF NORTHLAKE at their offices or by attending the public hearing mentioned above.

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

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

The 86th Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

The following table compares the taxes imposed on the average residence homestead by TOWN OF NORTHLAKE last year to the taxes proposed to be imposed on the average residence homestead by TOWN OF NORTHLAKE this year.

	2019	2020	Change
Total tax rate (per \$100 of value)	\$0.295000	\$0.295000	0% increase
Average homestead taxable value	\$372,094	\$324,890	13% decrease
Tax on average homestead	\$1,098	\$958	13% decrease
Total tax levy on all properties	\$2,465,284	\$2,464,962	0% decrease

For assistance with tax calculations, please contact the tax assessor for TOWN OF NORTHLAKE at 940-349-3500 or tnt.dentoncounty.com, or visit tax.dentoncounty.com.

TOWN OF NORTHLAKE, TEXAS FISCAL YEAR BUDGET 2020-2021

The Town of Northlake, Texas, will hold a public hearing to hear comments for or against a proposed budget for the fiscal year 2020-2021 on September 10th, 2020 at 6:30 pm at Northlake Town Hall, Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226

This tax rate will raise more total property taxes than last year's budget by \$961,168 or 40%, and of that amount \$744,050 is tax revenue to be raised from new properties added to the tax roll this year.

A copy of the 'draft' proposed budget will be filed with the Town Secretary on 8/07/20 by the Town Administrator

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 372, IMPROVEMENT DISTRICTS IN MUNICIPALITIES AND COUNTIES

SUBJECT: PUBLISH NOTICE AND CALL PUBLIC HEARINGS ON SERVICE AND ASSESSMENT PLANS FOR NORTHLAKE PUBLIC IMPROVEMENT DISTRICTS: NO. 1 (HARVEST) AND NO. 2 (THE HIGHLANDS)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Preserve public parks and open space (Budget Principle)
- Systematically Invest in Infrastructure; Develop a hike and bike trail system (Budget Principle)

BACKGROUND INFORMATION:

Per Texas State Law, the Town of Northlake is required to publish notice and hold a public hearing to allow property owners to express their views on the assessments levied by the public improvement districts (PID).

- Key Assessment Information
 - o Public Improvement District No. 1 (Harvest) - \$0.21 per \$100 of assessed value
 - o Public Improvement District No. 2 (Highlands) - \$1,290.55 per acre assessment
- Key Public Improvement District Dates
 - o August 13, 2020 – Call the public hearings for PID No. 1, and PID No. 2
 - o August 27, 2020 – Publish notice of PID No. 1 and PID No. 2
 - o September 10, 2020 – Hold public hearings on the Service Assessment Plan (SAP) for both PIDs; approve the SAPs for the PIDs

COUNCIL DIRECTION:

- Call public hearings for PID No. 1 and PID No. 2 service and assessment plans

Town of Northlake, Texas
Public Improvement District #1
Public Hearing for the Review of the Assessment Rate

Please take notice that on September 10, 2020, at 6:30 pm, the Town Council of Northlake, Texas, will conduct a public hearing in the Northlake Town Hall, Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The purpose of this hearing is to review the 2019 assessment rate for property owners in the Public Improvement District #1 ("District") pursuant to Chapter 372 of the Texas Local Government Code (the "Act").

All interested persons will be given the opportunity to appear and be heard at such public hearing. Written or oral objections will be considered. The Assessment Roll will be available for viewing in the Town Secretary's Office after August 14, 2020.

The following information is hereby provided concerning the matters to be considered at such hearing:

Nature of the Services and Improvements: The general nature of the services and improvements to be performed by the District are to maintain the common areas of Harvest and adjacent right of way including turf, horticultural and irrigation; seasonal plantings; tree care; water, electricity and other associated utility costs for irrigation systems; maintenance and repair of special fencing and walls; maintenance and repair of fountains, lakes and other water features; maintenance and repair of special streetlighting and street signs; ground and holiday lighting maintenance, and maintenance and repair of other qualified public facilities, all in accordance with the Act.

Estimated Cost of the Services and Improvements: The total estimated cost of services and improvements provided by the District is approximately \$7,444,465 over five years. The estimated annual cost increases from \$1,361,029 in FY 2019-20 to \$1,399,126 in FY 2020-21. The District shall not incur bonded indebtedness. The costs are based on a proposed assessment rate of \$0.21 per \$100.00 of valuation through year 2024.

Boundaries. The District is located within the extraterritorial jurisdiction of the Town of Northlake, Texas. The Public Improvement District #1 (PID) generally covers the area between FM 407 and to a line about 1,750 feet north and parallel to Old Justin Road, and between Harvest Way to a line about 1,300 feet west and parallel to Cleveland-Gibbs Road. This area is approximately 890 acres. A detailed map of the District and a legal description as well as the Assessment Roll is available in the Town Secretary's Office in Town Hall.

**TOWN OF NORTHLAKE, TEXAS
THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT
PUBLIC HEARING OF THE PROPOSED ASSESSMENT ROLL**

The Town Council has scheduled a public hearing to accept public comments regarding the proposed assessment roll for The Highlands Public Improvement District.

Time and Place of the Hearing. The public hearing will start at 6:30 p.m., September 10, 2020 at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226.

General Nature of Improvements. The general nature of the public improvements (collectively, the "Public Improvements") are: (i) acquisition, construction, or improvement of water, wastewater, or storm drainage facilities; (ii) acquisition, construction, or improvement of streets, sidewalks or any other roadway; (iii) establishment or improvement of park and recreation facilities; (iv) acquisition of real property in connection with the projects listed in subsections (i) – (iii) above; and (v) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) – (iv) above, and costs of administering and operating the District.

Estimated Costs of Improvements and Apportionment of Costs. The estimated total costs of the improvements are \$12,031,990, which will be modified to conform to actual expenses. Approximately \$4,169,281 of the costs of the improvements shall be paid by assessment of the property owners within the Highlands Public Improvement District. The Town will pay none of the costs of the proposed improvements from funds other than such assessments. The remaining costs of the improvements will be paid from sources other than the Town or assessments of property owners.

Boundaries of the Public Improvement District. The Highlands Public Improvement District is approximately 245 acres of land generally located south of FM 407, and east and north of Mulkey Road. A metes and bounds description as well as a vicinity map is available at the Town Secretary's Office in Town Hall.

Method of Assessment. The Town shall levy an assessment on each parcel of property within the Public Improvement District based on a flat per lot or per acre rate in a manner that results in imposing equal shares of the costs on property similarly benefited.

During the public hearing, any interested person may speak and offer oral or written objections to be heard regarding the proposed assessment roll.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 103

SUBJECT: SELECTION OF AUDIT SERVICES RECOMMENDATION



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)

BACKGROUND INFORMATION:

Mayor Rettig, since coming to office, has directed Town staff to review Town contracts and revisit, if necessary. The Town of Northlake conducted a request for proposal (RFP) for audit services. Five firms responded with proposals: CliftonLarsonAllen LLP, BKD LLP, BrooksWatson & Co., PLLC, Pattillo, Brown & Hill, and EideBailly LLP.

Each of the RFPs were judged according to the following selection criteria:

- Experience (35%)
- Staffing (25%)
- Audit approach (20%)
- Price (20%)

After review, BrooksWatson & Co., PLLC was scored the highest due to the competitive pricing and an audit approach. BKD LLP is the alternate selection, if a contract with BrooksWatson is not reached.

COUNCIL DIRECTION:

- Select the audit firm to move forward into contract negotiations. The Term of the contract will be for a period of five years.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-20

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

WHEREAS, the Town issued Requests for Proposal seeking interested firms to submit qualifications with respect to Audit Services; and

WHEREAS, the Town received Proposals from five interested parties on or before the deadline for submission on June 24, 2020; and

WHEREAS, the Town's Review Committee, consisting of the Mayor Pro Tem, Town Administrator, Finance Director, and Accountant reviewed and evaluated the submissions; and made its recommendations of the most highly qualified provider of the requested professional services; and

WHEREAS, the Town Council, having received the recommendation of the Audit Services Selection Committee.

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

SECTION 1.

A. The following professional service providers are hereby determined by the Town Council to be the most highly qualified provider of audit services, based upon the responses received by the Town:

1. BrooksWatson & Co., PLLC

B. BrooksWatson & Co., PLLC is hereby selected to provide audit services to the Town.

C. The Town Administrator is hereby authorized and directed to commence negotiations with BrooksWatson & Co., PLLC to reach an agreement on a contract for a term of five years.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

- D. If a contract cannot be successfully negotiated, as provided herein, with the firm named herein, the Town Administrator shall notify the Town Council and the Town Council shall thereafter, with the advice and counsel of the Town's Attorney, determine how the Town is to proceed with respect to Audit services.

PASSED AND APPROVED on the 13th day of August 2020.

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 105

SUBJECT: SELECTION OF DEPOSITORY BANK RECOMMENDATION



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)

BACKGROUND INFORMATION:

Mayor Rettig, since coming to office, has directed Town staff to review Town contracts and revisit, if necessary. The Town of Northlake has recently issued request for proposal (RFP) for depository banking services. The previous RFP was in 2012. Several local banks in the area were solicited, only four banks submitted responses: Wells Fargo, Lamar Bank, Chase, and Point Bank.

Each of the RFPs were judged according to the following selection criteria:

- Creditworthiness and stability of bank (25%)
- Banking services costs and earnings potential (25%)
- Responsiveness and ability to provide services and report required (20%)
- Proximity to Town Hall (10%)
- Experience, references, and continuity of bank and bank officials (10%)
- Community involvement (10%)

After review, Wells Fargo & Company was found to have the most competitive interest rate and fee structure. Wells Fargo is also our current bank depository with which we have an established positive relationship. Lamar Bank is the alternative if contract negotiations with Wells Fargo prove unsuccessful.

COUNCIL DIRECTION:

- Select the depository to move forward into contract negotiations. The Term of the contract is proposed for a period of three years with two renewal options.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-21

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH WELLS FARGO BANK, N.A. FOR DEPOSITORY SERVICES

WHEREAS, the Town issued Requests for Proposal seeking interested firms to submit qualifications with respect to Depository Services; and

WHEREAS, the Town received Proposals from four interested parties on or before the deadline for submission on June 24, 2020; and

WHEREAS, the Town's Review Committee, consisting of the Town Administrator, Town Secretary, Finance Director, and Accountant reviewed and evaluated the submissions; and made its recommendations of the most highly qualified provider of the requested professional services; and

WHEREAS, the Town Council, having received the recommendation of the Depository Services Selection Committee.

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

SECTION 1.

- A. The following professional service providers are hereby determined by the Town Council to be the most highly qualified provider of Depository Services, based upon the responses received by the Town:
 - 1. Wells Fargo Bank, NA
- B. Wells Fargo Bank, N.A. is hereby selected to provide depository services to the Town.
- C. The Town Administrator is hereby authorized and directed to commence negotiations with Wells Fargo Bank, N.A. to reach an agreement on a contract for a term of three years with two optional one-year renewal periods.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

- D. If a contract cannot be successfully negotiated, as provided herein, with the firm named herein, the Town Administrator shall notify the Town Council and the Town Council shall thereafter, with the advice and counsel of the Town's Attorney, determine how the Town is to proceed with respect to Depository services.

PASSED AND APPROVED on the 13th day of August 2020.

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC. : NORTHLAKE, CERTIFICATES OF OBLIGATION, SERIES 2018

SUBJECT: AWARD BID AND CONTRACT WITH LANDMARK STRUCTURES FOR CONSTRUCTION OF A 0.75 MILLION GALLON ELEVATED STORAGE TANK FOR SOUTHERN PRESSURE PLAIN



STRATEGIC GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain a safe, reliable water system
- Diversify the Tax Base; Attract high-quality, compatible commercial growth

BACKGROUND INFORMATION:

- November 10, 2016 – Council awarded Neel-Shaffer contract to pressure study for the Water System South Pressure Plain.
- April 12, 2018 – Council awarded Neel-Shaffer contract to design water system improvements in the South Pressure Plain.
- September 13, 2018 – Council issued Series 2018 Certificates of Obligation for water system improvements with total proceeds at \$12,218,908.10.
- Requests for proposal were advertised and the Town received two sealed bids.
- Lowest responsible bidder was Landmark Structures with a bid of \$3,234,000.
- Component budget for the elevated storage tank was \$2,750,000.
- Staff will seek savings from other projects, within project and overall available Series 2018 COs

COUNCIL DIRECTION:

- Award bid and contract with Landmark Structures for construction of 750,000-gallon elevated storage tank



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO CONTRACT WITH LANDMARK STRUCTURE I, L.P. FOR A 0.75 MG ELEVATED STORAGE TANK

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

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

WHEREAS, in 1997 as part of a larger agreement with the City of Fort Worth for exchange of extraterritorial jurisdiction, the Town entered into a customer contract with Fort Worth for the purchase of wholesale treated water; and

WHEREAS, in 1997, the Town of Northlake issued \$330,000 in Certificates of Obligation, its first debt, to fund construction of water lines at the corner of SH 114 and IH-35W; and

WHEREAS, per the wholesale customer contract with the City of Fort Worth, no water system pressure is guaranteed by Fort Worth; and

WHEREAS, as early as 1998, the Town of Northlake has been planning an elevated storage tank in the southern pressure plain; and

WHEREAS, the Town has received \$12,000,000 of proceeds from Certificates of Obligation (Series 2018) to fund this project and other water system improvements; and

WHEREAS, of the \$12,000,000, \$8,400,000 was budgeted for the southern plain improvements which include elevated storage tank, ground storage tank, pump station and transmission lines; and

WHEREAS, the Town has issued a request for bid for the project, received two bids and has qualified the lowest bidder, Landmark Structure I, L.P.; and

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



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

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

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract for the 750,000-gallon composite elevated storage tank with consultation from Town staff and other Town consultants.

SECTION 3. The Town Administrator is hereby authorized, on behalf of the Town, to finalize and enter into a construction contract with Landmark Structure I, L.P. whereby the Town will receive water system improvements at a cost not to exceed \$3,234,000.00.

PASSED AND APPROVED THIS THE 13TH DAY OF AUGUST 2020.

TOWN OF NORTHLAKE, TEXAS

David A. Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

July 31, 2020

Mr. Eric Tamayo
Town of Northlake - Director of Public Works
1500 Commons Circle, Suite 300
Northlake, TX 76226

Subject: 0.75 MG Elevated Storage Tank at E. Sam Lee Lane

Dear Mr. Tamayo:

On Thursday, July 28, 2020 at 2:00 PM, two sealed bids were received and opened for the above-mentioned 0.75 MG Elevated Storage Tank at E. Sam Lee Lane project. All bids were responsive. The table below summarizes the bids.

<u>Bidder/Contractor</u>	<u>Total</u>
Landmark Structures I, L.P.	\$3,234,000.00
Phoenix Fabricators & Erectors, LLC	\$3,677,700.00

Neel-Schaffer, Inc. carefully reviewed all bid proposals for correctness in their extensions and additions, and Landmark Structures I, L.P. was confirmed to be the low bidder for the project.

It is determined that Landmark Structures I, L.P. is qualified to perform the work based on prior experience on multiple previous projects and their performance on the current elevated storage tank project under construction for the Town.

Neel-Schaffer, Inc. recommends the Town of Northlake award the contract for the 0.75 MG Elevated Storage Tank at E. Sam Lee Lane project to Landmark Structures I, L.P.

The bid tabulation is attached to this letter. If you have any questions, please do not hesitate to call.

Sincerely,

Neel-Schaffer, Inc.



Derek Cheatham, P.E.
Project Manager

NEEL-SCHAFFER - BID TABULATION

OWNER: TOWN OF NORTHLAKE				Landmark Structures I, L.P. 1655 Harmon Rd. Fort Worth, TX 76177 PHONE: 817-439-8888 BASE BID: \$3,234,000.00 Bid Bond: Y Addendum 1: Y Addendum 2: Y		Phoenix Fabricators & Erectors, LLC 182 S. County Rd. 900 E Avon, IN 46123 PHONE: 317-271-7002 BASE BID: \$3,677,700.00 Bid Bond: Y Addendum 1: Y Addendum 2: Y	
JOB TITLE: 0.75 MG Elevated Storage Tank at E. Sam Lee Lane							
PROJ. MGR: Derek Cheatham, P.E.							
BID DATE: Tuesday, July 28, 2020							
ITEM			PLAN	UNIT		UNIT	
NO.	ITEM DESCRIPTION	UNIT	QTY.	PRICE	COST	PRICE	COST
1	Project Traffic Control Plan & Devices	LS	1	\$4,500.00	\$4,500.00	\$6,500.00	\$6,500.00
2	Project Mobilization	LS	1	\$80,000.00	\$80,000.00	\$80,000.00	\$80,000.00
3	0.75 MG Elevated Composite Water Storage Tank	LS	1	\$2,408,000.00	\$2,408,000.00	\$2,669,698.00	\$2,669,698.00
4	Site Preparation	LS	1	\$60,000.00	\$60,000.00	\$14,000.00	\$14,000.00
5	SWPPP for Erosion Control	LS	1	\$5,000.00	\$5,000.00	\$18,000.00	\$18,000.00
6	Remove Ex. Chain Link Fence	LF	44	\$50.00	\$2,200.00	\$12.00	\$528.00
7	Trench Safety Plan	LF	714	\$2.00	\$1,428.00	\$4.00	\$2,856.00
8	Project Sign	EA	1	\$902.00	\$902.00	\$1,000.00	\$1,000.00
9	Overflow and Overflow Drain Vault	EA	1	\$6,000.00	\$6,000.00	\$9,500.00	\$9,500.00
10	6 - 6" Dia. PVC Conduit Sleeves (Sch. 40)	EA	3	\$2,500.00	\$7,500.00	\$2,400.00	\$7,200.00
11	6" Thick Reinforced Concrete Pavement	SY	1,451	\$65.00	\$94,315.00	\$120.00	\$174,120.00
12	8" Flex Base (TxDOT Item 247)	SY	1,557	\$15.00	\$23,355.00	\$35.00	\$54,495.00
13	6" Integral Curb	LF	792	\$6.00	\$4,752.00	\$30.00	\$23,760.00
14	Bollards	EA	3	\$1,000.00	\$3,000.00	\$1,100.00	\$3,300.00
15	Parking Space Delineation Striping, 4" White	LF	242	\$5.00	\$1,210.00	\$24.00	\$5,808.00
16	24" CL III RCP Storm Drain	LF	288	\$101.00	\$29,088.00	\$125.00	\$36,000.00
17	30"x24" Eccentric Reducer	EA	1	\$1,500.00	\$1,500.00	\$3,500.00	\$3,500.00
18	12" Dia. C-900 PVC in 18" Steel Casing	LF	62	\$409.00	\$25,358.00	\$700.00	\$43,400.00
19	16" Dia. C-900 PVC	LF	374	\$130.00	\$48,620.00	\$112.00	\$41,888.00
20	12" x 12" Tee and Valve	EA	1	\$10,000.00	\$10,000.00	\$6,000.00	\$6,000.00
21	16" Gate Valve	EA	2	\$7,500.00	\$15,000.00	\$9,000.00	\$18,000.00
22	Fire Hydrant Assembly	EA	1	\$5,000.00	\$5,000.00	\$6,000.00	\$6,000.00
23	Electrical Improvements	LS	1	\$220,000.00	\$220,000.00	\$245,000.00	\$245,000.00
24	30' Non-Motorized Vehicle Gate	EA	1	\$2,000.00	\$2,000.00	\$4,000.00	\$4,000.00
25	8' Chain Link Fence with 3-Strand Barb Wire	LF	1,055	\$35.00	\$36,925.00	\$32.23	\$34,000.00
26	Hydro-mulch Seeding	SY	6,000	\$1.00	\$6,000.00	\$3.00	\$18,000.00
27	Bermuda Sod	SY	600	\$5.00	\$3,000.00	\$18.00	\$10,800.00
28	Contingency	LS	1	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
29	SCADA Modifications and Implementation	LS	1	\$65,347.00	\$65,347.00	\$65,347.00	\$65,347.00
30	Unclassified Excavation and Compacted Embankment	LS	1	\$14,000.00	\$14,000.00	\$25,000.00	\$25,000.00
	TOTAL AMOUNT BASE BID				\$3,234,000.00		\$3,677,700.00

Notes: The only error came from Item 25 on Phoenix Fabricators & Erectors' bid. They listed the total cost under the unit price column as well, so the unit price was calculated based on the quantity and the total cost they provided for this item. This did not affect their total base bid amount, as the total cost for Item 25 did not change.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF. DOC. : RESOLUTION 20-18, INTENT TO REIMBURSE PROJECT COSTS

SUBJECT: AUTHORIZE TOWN ADMINISTRATOR TO ENTER INTO CONTRACT WITH HALFF & ASSOC. FOR DESIGN AND PERMITTING OF WASTEWATER TREATMENT PLANT NOT TO EXCEED \$300,000



STRATEGIC GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain a safe, reliable water system
- Diversify the Tax Base; Attract high-quality, compatible commercial growth

BACKGROUND INFORMATION:

Mayor and Town staff has been in discussions with developers of the Buchanan and Foster tracts, collectively known as the Catherine Branch Project. The project is a partnership of two developers and the Town to construct over \$17 million of public infrastructure at the northwest corner of IH-35W and Dale Earnhardt Way. Improvements include roadways, water lines, sewer lines and a wastewater treatment plant. The treatment plant will require permit approval by the Texas Commission on Environmental Quality (TCEQ) which has the greatest lead time of any of the various projects.

COUNCIL DIRECTION:

- Authorize Town Administrator to enter into contract with Halff and Associates for the design and TCEQ permitting not to exceed \$300,000.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN ADMINISTRATOR TO AMEND CONTRACT WITH HALFF AND ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR CONSTRUCTION AND PERMITTING OF WASTEWATER TREATMENT PLANT

WHEREAS, the Town of Northlake intends to issue \$7,000,000 principal amount of tax notes Series 2020; and

WHEREAS, the Town of Northlake fiscal year 2020-2021 proposed budget includes wastewater system improvement as part of the Catherine Branch Project; and

WHEREAS, the Town of Northlake, on July 26, 2020, adopted Resolution 20-18 providing for the reimbursement of project related expenses prior to issuance of Series 2020 Tax Notes; and

WHEREAS, the Town received a proposal from Halff Associates to perform engineering services for the design, survey, construction management and permitting for a specific project;

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

SECTION 1. The Town Administrator is hereby authorized to finalize and enter into a contract amendment with Halff and Associates whereby the Town will contract for engineering design services in an amount not to exceed \$300,000 for the construction of a wastewater treatment plant located at Catherine Branch Creek west of Interstate Highway 35W.

PASSED AND APPROVED THIS THE 13TH DAY OF AUGUST 2020

TOWN OF NORTHLAKE, TEXAS

David A. Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: AUGUST 13, 2020

REF #: ORDINANCE 12-1011A TOWN ADMINISTRATOR DUTIES

SUBJECT: TOWN ADMINISTRATOR CALENDAR ACCESS



GOALS/OBJECTIVES:

BACKGROUND INFORMATION:

Councilors Hardeman and Lambert have requested an action item be placed on the agenda regarding the Town Administrator's personal appointment calendar.

COUNCIL POLICY (PROPOSED CHANGE):

- Require Town Administrator provide Council personal appointment calendar

TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: AUGUST 13, 2020

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: AUGUST 13, 2020

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 9

DATE: AUGUST 13, 2020

ITEM: ADJOURNMENT

