

1. 5:30 P.M. Town Council Agenda 5-27-21
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Documents:

[TOWN COUNCIL AGENDA 5-27-21.PDF](#)

- 1.I. Council Packet 5-27-21

Documents:

[COUNCIL PACKET 5-27-21.PDF](#)

- 1.II. May 27, 2021 - MEETING SLIDE DECK
[MAY 27, 2021 - MEETING SLIDE DECK](#)



DAVID A. RETTIG, MAYOR

RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2
BRIAN MONTINI, MAYOR PRO TEM

ROGER SESSIONS, COUNCIL PLACE 4
BILL MOORE, COUNCIL PLACE 5
WES BOYER, PLACE 6

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
MAY 27, 2021 AT 5:30 PM
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a regular meeting on Thursday, May 27, 2021 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action.

1. Call to Order
Roll Call
Invocation
Pledge of Allegiance to the US and Texas Flags
2. Announcements, Proclamations and Presentations
 - A. Recognitions
 - o Thomas W. Hobbs, Municipal Court Judge 22 Years of Service
 - o Danny Simpson, Council Member, 14 Years of Service
 - B. FY 2022 Budget Outlook
 - C. Police Step Plan and Civilian Salary Range Adjustments
3. Public Input
This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.
4. Consent Items
Any Council member may request an item on the Consent Agenda to be taken up for individual consideration
 - D. Town Council Meeting Minutes 5-13-21
 - E. FY 2021-22 Interlocal Cooperation Agreement for Shared Governance Communications & Dispatch Services System between Denton County, Texas and Town of Northlake, Texas
 - F. Resolution No. 21-14 nominating Sue Tejml to a slate of nominees for the Board of Managers of the Denco Area 9-1-1 District

- G. Resolution No. 21-15 finding that Oncor Electric Company LLC's Application for approval to amend its Distribution Cost Recovery Factor to increase distribution rates within the town should be denied; authorizing participation with OCSC; authorizing the hiring of legal counsel and consulting services; finding the town's reasonable rate case expenses shall be reimbursed by the Company

5. Action Items

- H. Approval of a Service Plan and Ordinance for annexation of approximately 9.790 acres of land situated in the Lewis Medlin Survey, Abstract No. 830, generally located on the east and west sides of Chadwick Parkway approximately 400 feet northwest of Cleveland-Gibbs Road. Chadwick Farms, LTD is the owner/applicant. Case # ANX-21-002
 - i. Service Plan
 - ii. Public Hearing
 - iii. Ordinance No. 21-0527A
- I. Approval of an Ordinance amending the Chadwick Farms Mixed-Use Planned Development (MPD), for the approximately 143.209-acre tract of land currently in the MPD plus the 9.790-acre tract of land to be annexed and being situated in the Lewis Medlin Survey, Abstract No. 830, generally located on the south side of SH 114 from approximately 1,000 feet east of IH 35W and continuing along the frontage of SH 114 to the eastern limits of the Town of Northlake at Cleveland-Gibbs Road. Chadwick Farms, LTD is the owner/applicant/developer. Case # PD-21-002
 - i. Public Hearing
 - ii. Ordinance No. 21-0527B
- J. Approval of a Reimbursement and Cooperation Agreement between HP Gibbs, LP and Town of Northlake, Texas
- K. Approval of Resolution No. 21-16 supporting the construction of FM 1171 from I-35W to FM 156
- L. Approval of 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
- M. Continue with Declaration of Local Disaster in response to severe weather in Town of Northlake, Texas, ordered by Mayor Rettig on February 22, 2021

6. Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
 - i. Legal advice on any matter related to any posted agenda item; and
 - ii. Legal advice related to the development and annexation of the Hatfield, Brasher, Green Tract on approximately 97.9 acre tract of land generally located south of Evelyn Lane, west of Faught Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and the development of the Charles Faught tracts totaling approximately 152.3

acres of land generally located north of Evelyn Lane, west of Faught Road, and south of Robson Ranch Road; and

- iii. Legal advice related to the development and annexation of the Scrivner Tract totaling 44.8 acres of land generally located east of Florance Road approximately 2,533 feet north of FM 407 in the extraterritorial jurisdiction of the Town; and
- iv. Legal advice related to the development and annexation of the IMA Development Group and AMI Development Group tracts, 3.4-acre, 1.7-acre and 1.3-acre tracts of land generally located at the northwest corner of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town; and
- v. Pending or contemplated litigation; and
- vi. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
- vii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084

b. Section 551.087 Economic Development Negotiations

- i. Potential amendment to Development Agreement between Town, EDC and CDC, Foster, Lewis, Gierisch and Weis for a commercial development to be located on approx. 122 acres of land in the Anderson Survey, Abstract No. 25 and Gawltney Survey Abstract No. 500 in Denton County approved October 10, 2020
- ii. Potential development agreement between Town, EDC and CDC, and 6McFarm LLC for a commercial development to be located on approx. 252 acres of land in the Anderson Survey, Abstract No. 25, S.A. Venters Survey, Abstract No. 1313 and MEP & PRR Survey, Abstract No. 910 in Denton County

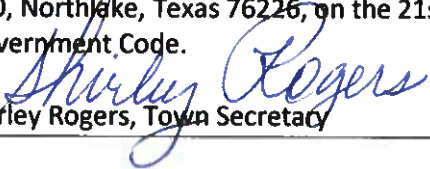
7. Reconvene into Open Session

In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session

8. Adjourn

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on the 21st day of May 2021 by 5:00 pm in accordance with Chapter 551, Texas Government Code.


Shirley Rogers, Town Secretary

NOTE: The Town Council reserves the right to adjourn into executive session at any time 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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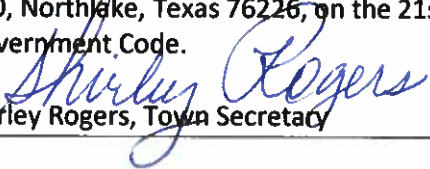
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: MAY 27, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: MAY 27, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.:

SUBJECT: RECOGNITION – THOMAS W. HOBBS, NORTHLAKE MUNICIPAL COURT JUDGE 22 YEARS OF SERVICE



With the creation of the Northlake Police Department in September 1998, a municipal court was needed to be established for the trial of misdemeanor offenses, with all such powers and duties prescribed by the laws of the State of Texas relative to municipal court. Town Council approved the creation of a municipal court on March 11, 1999 by ordinance.

At the same meeting an ordinance was approved to establish the Office of Municipal Court Judge to serve for a term of two years, concurrent with the term of the mayor. The judge would need to comply with the statutory training requirements. At the April 8, 1999 council meeting, Thomas W. Hobbs was appointed as Northlake 1st and only Municipal Court Judge and has served in that capacity for 22 years.

During his 22 years as Municipal Judge, he has sat thru approx. 35,000 cases consisting of pre-trials, attorney dockets, jury and bench trials before the court. Never missed a court session, had to schedule around opening day of hunting season. Always available to stop by and sign court documents when called upon to and came to council meetings when requested and attended town functions.

His commitment to Northlake was never in question. He is held in high regard by Court Personnel and Northlake Staff.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.:

SUBJECT: RECOGNITION – DANNY SIMPSON, NORTHLAKE COUNCIL MEMBER
14 YEARS



Danny Simpson was appointed to Place 3 position to fill an open seat on January 11, 2007. For the May 2007 election, Danny filed for Place 5 position and has held the position for 14 years. Danny ran unopposed during 7 election seasons. He attended approx. 240 meetings, approved approx. 300 ordinances and resolutions. Has seen town staff increase from 12 employees to 50+ employees. Danny has always fully supported his fellow council members and town staff throughout the years by volunteering his time to serve on committees, attend events.

During his time as a council member, saw the town's population grow from 1,200 to over 7,300. Has been a part of the approval process and implementation of the following plans:

- o Northlake Park Master Plan 2012
- o Industrial Sector Plan 2012
- o Comprehensive Land Use Plan 2009 & 2016
- o Water – Wastewater Impact Fee Study 2012 &
- o Roadway Impact Fees 2016
- o CIP & Impact Fees 2017
- o Engineering Design Manual 2010
- o Unified Development Code 2013
- o Master Thoroughfare Plan 2016
- o Various Homestead Exemption 2018, 2019, 2020
- o 14 years voted to keep ad valorem rate at \$.295

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

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

SUBJECT: FISCAL YEAR 2021-2022 BUDGET OUTLOOK



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Diversify the Tax Base (Council Goal)
- Operate Efficiently and Effectively (Council Goal)
- Responsibly Manage Growth (Council Goal)

BACKGROUND INFORMATION:

Per Texas State Law, the Town of Northlake is required to adopt a balanced budget. Per Northlake Charter, the Manager serves as the Budget Officer and the proposed budget is to be presented to Council 60 days prior to the beginning of fiscal year 2021-2022 which starts October 1, 2021.

- Budget Outlook
 - o Revenues Changes:
 - General Fund revenues projected to increase \$1,500,000
 - Utility Fund revenues projected to increase \$1,500,000
 - American Rescue Plan (ARP) Grant \$730,000
 - o Budget Requests:
 - Market Adjustment & Longevity - \$357,352
 - 10 New Positions - \$909,008
 - Internal Service Request - \$1,421,048
 - Capital Project Requests - \$9,200,000
- Future Key Budget Dates
 - o June 10, 2021 – FY 2021 Capital Improvement Projects and Tax Increment Zone Budgets
 - o June 24, 2021 – FY 2021 Departmental and Programmatic Budgets
 - o July 22, 2021 – FY 2021 Property Tax Rate and Debt Issuance Discussion
 - o August 12, 2021 – FY 2021 Proposed Budget Presentation
 - o September 9, 2020 – FY 2021 Budget and Tax Rate Adoption

COUNCIL DIRECTION:

- Provide direction and input regarding the budget outlook



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VISION

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

MISSION

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

VALUES

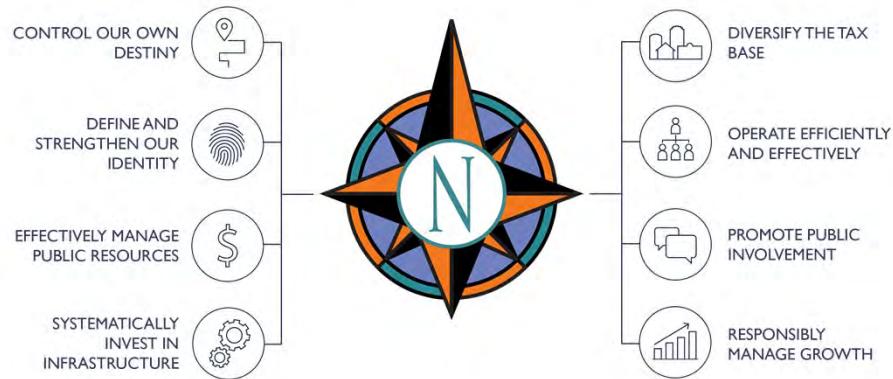
Accountability, Respect, Integrity, Service, Excellence, Ethics, Stewardship




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2

COUNCIL STRATEGIC GOALS

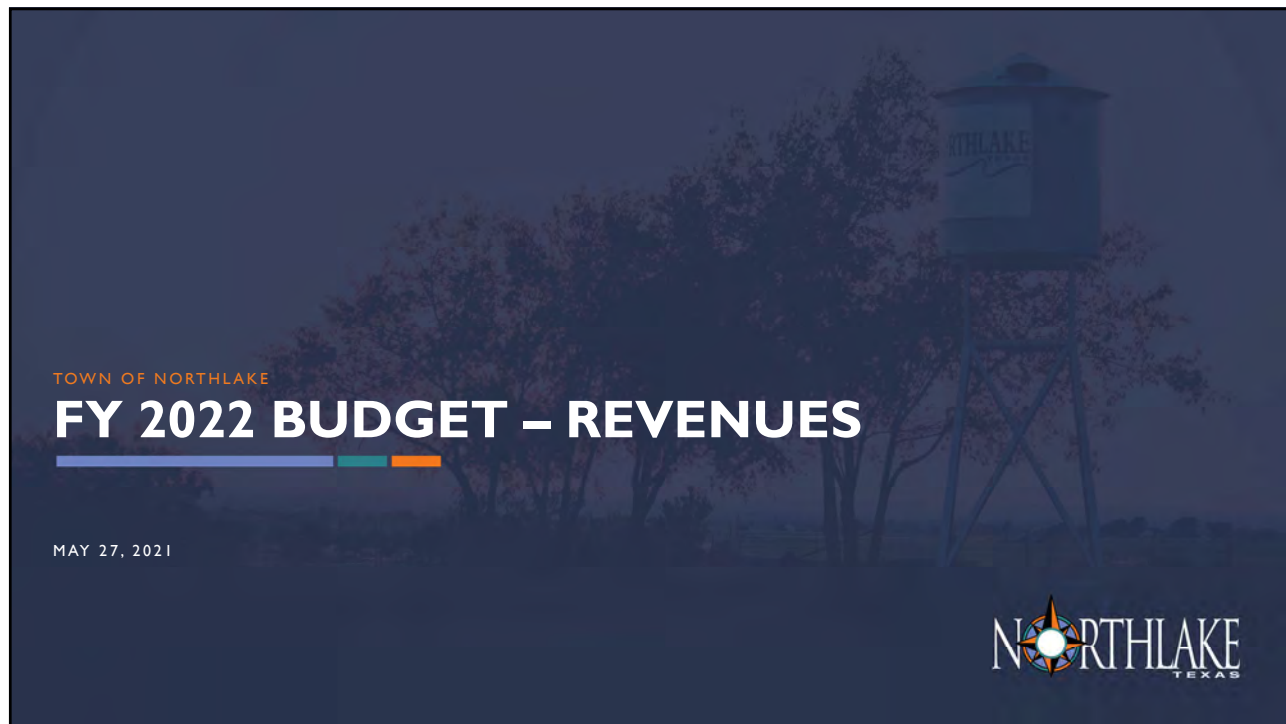


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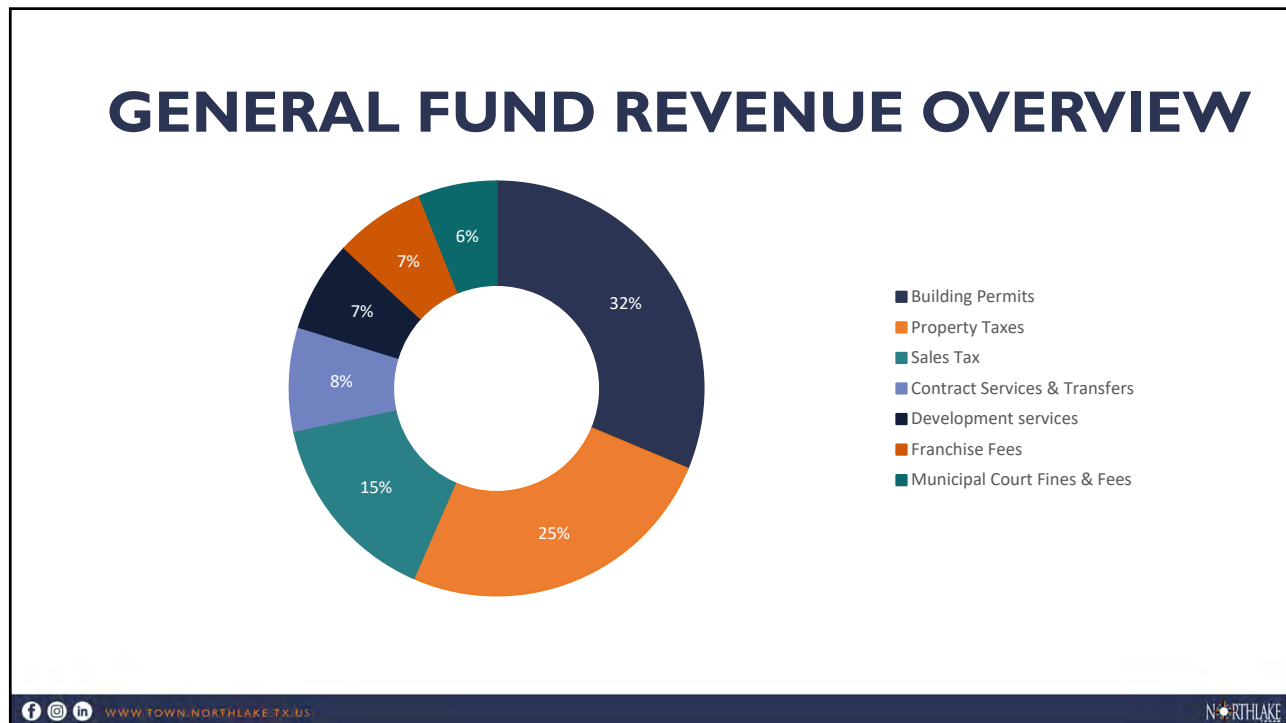
FY 2022 BUDGET FOCUS

-  **EFFECTIVELY MANAGE PUBLIC RESOURCES**
 - Maintain property tax rate at \$0.295
-  **DIVERSIFY THE TAX BASE**
 - Invest in infrastructure to sustain commercial tax base
-  **OPERATE EFFICIENTLY & EFFECTIVELY**
 - Maintain employee compensation at regional market levels
-  **RESPONSIBLY MANAGE GROWTH**
 - Maintain current customer service levels

4

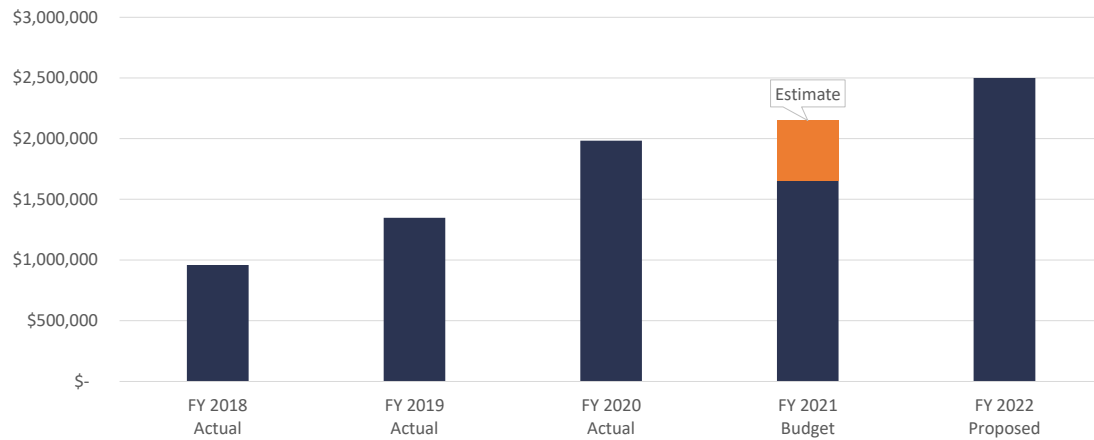


5



6

RESIDENTIAL BUILDING PERMITS

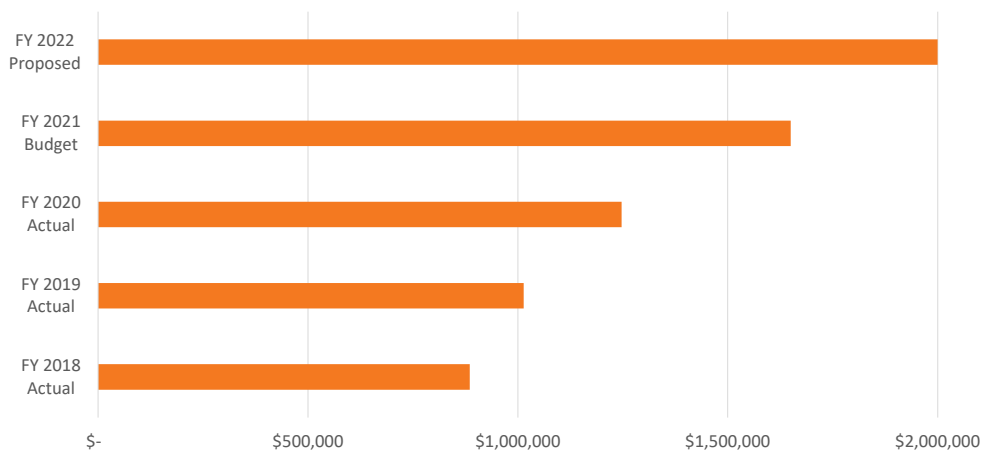


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7

PROPERTY TAXES – M&O ONLY

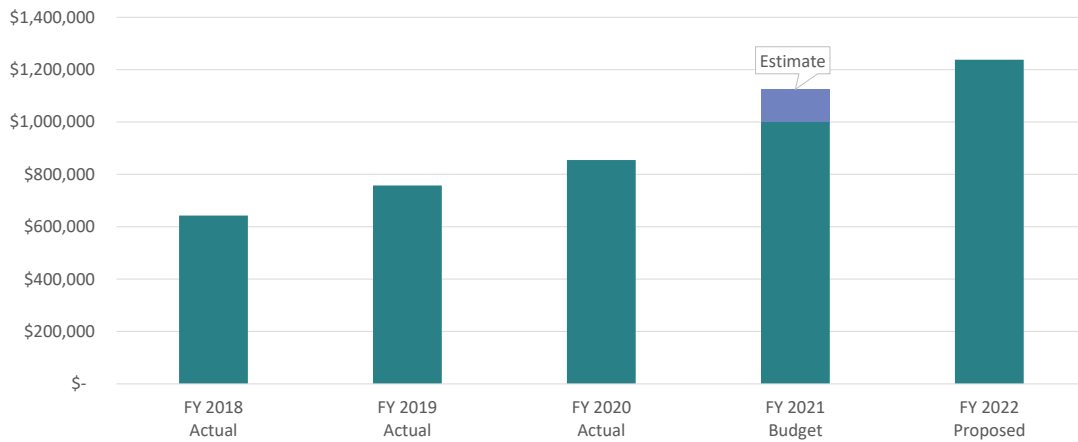


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8

GENERAL FUND – SALES TAX

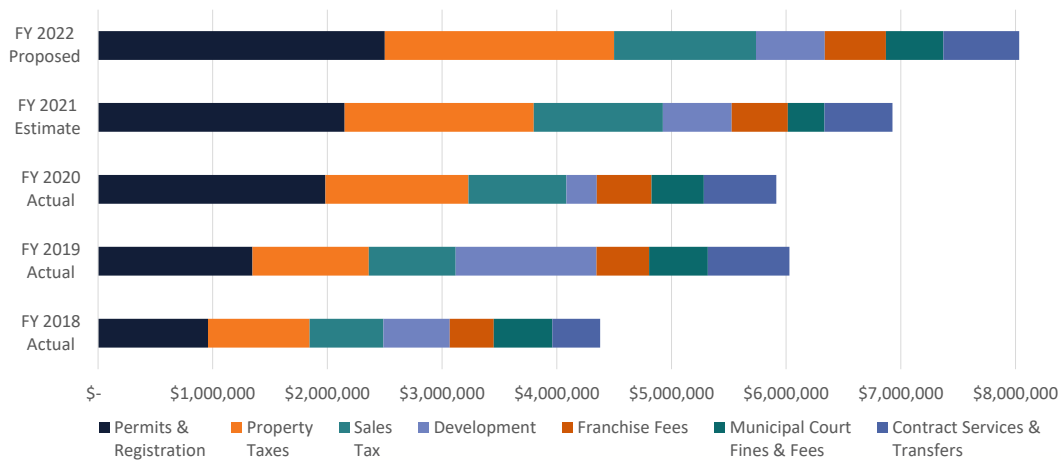


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GENERAL FUND – OVERVIEW

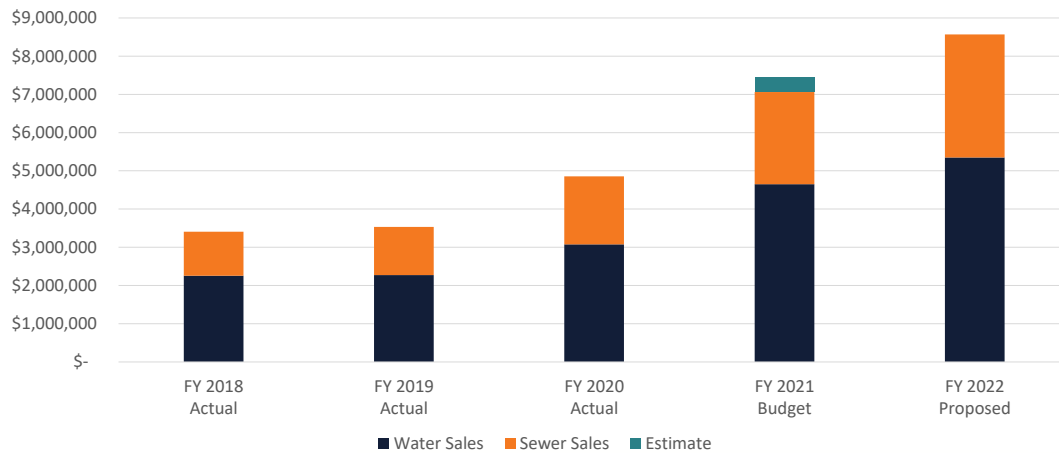


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10

UTILITY- REVENUES



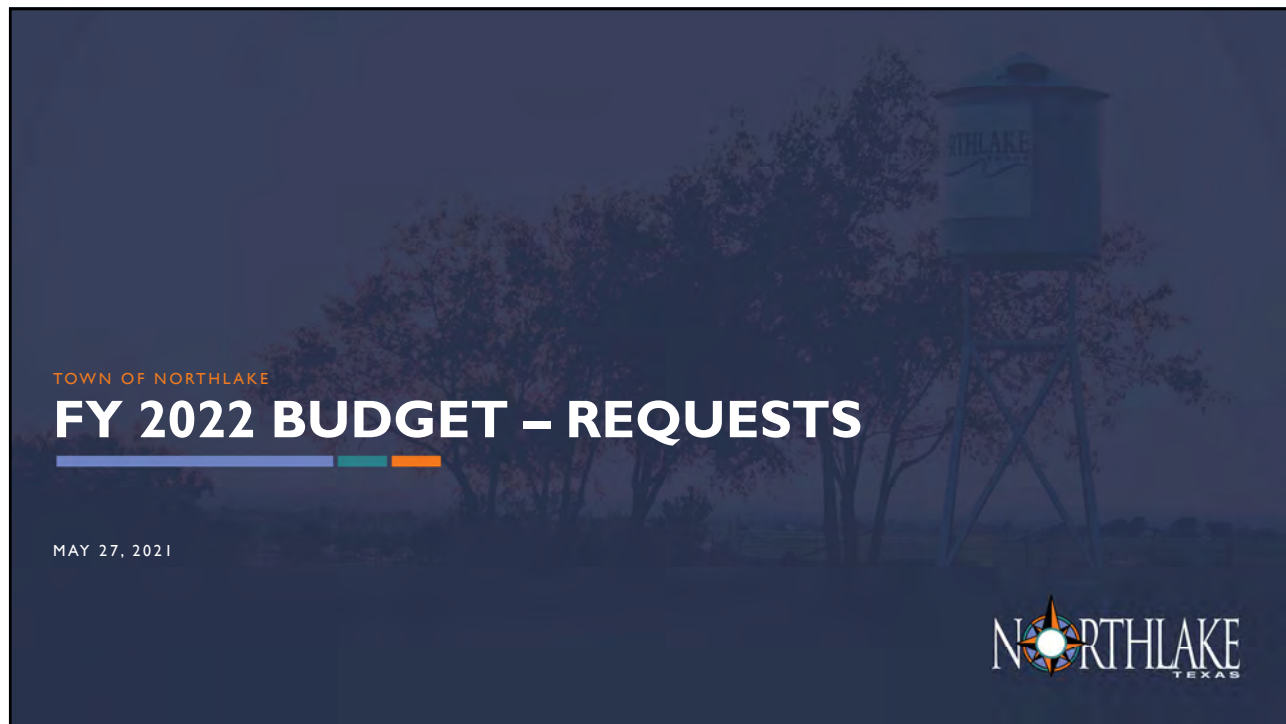
11

GRANT – REVENUE

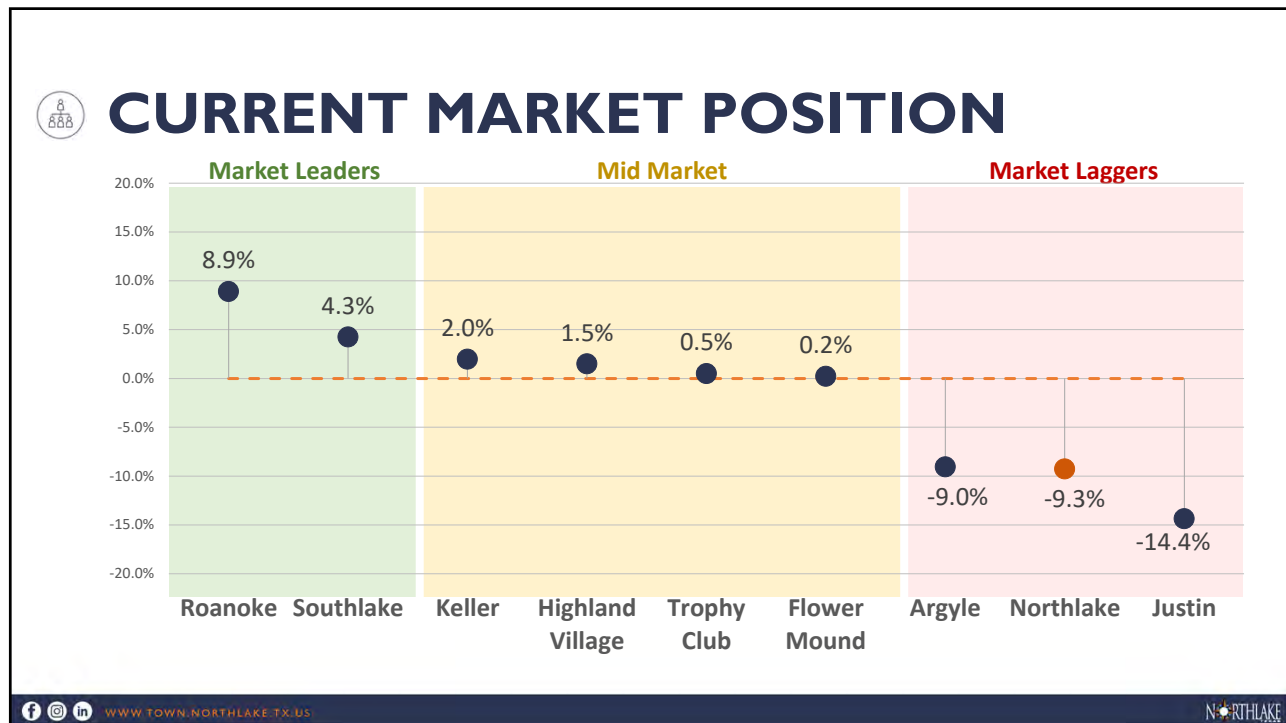
American Rescue Plan (ARP)

- Northlake is being allotted \$730,000
 - Is usable until 12/31/2024
 - Allowable Uses:
 - Support Public Health Response
 - Replace Public Sector Revenue Loss
 - Infrastructure
 - Mitigate Negative Economic Impacts

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13



14



MARKET ADJUSTMENT

- Total Cost of Market Adjustment: \$337,283
- Benefits of moving to mid-market position:
 - Aids in the recruitment effort of vacant positions
 - Increases retention by making the Town market competitive
 - Lowers the costs of retraining staff due to poaching
- Council policy direction – maintain commitment to mid-market salaries



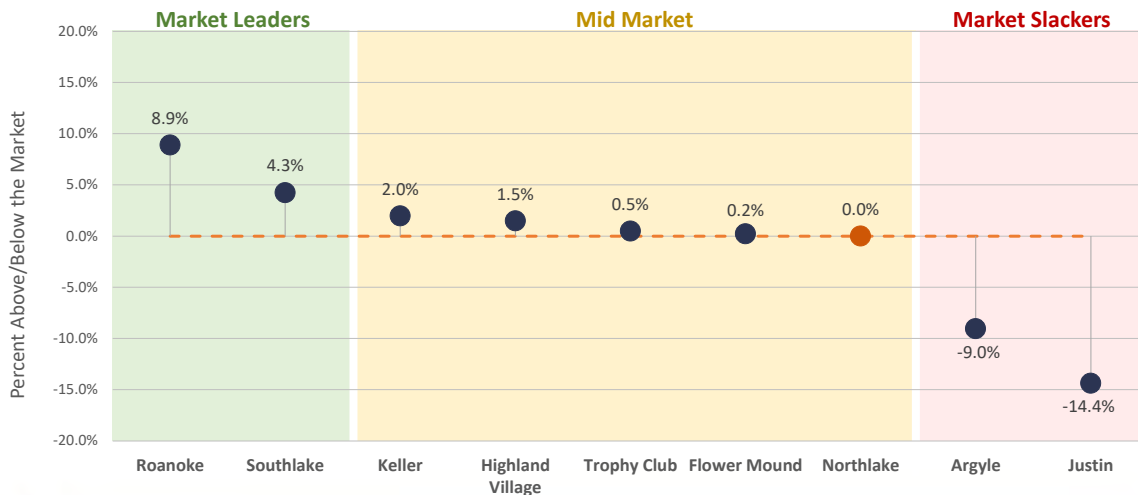
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15



PROPOSED MARKET POSITION



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16



LONGEVITY

- Total Cost of Longevity Pay: \$20,069
- Reasons for Longevity Pay:
 - Common practice of organizations over 50 employees
 - Incentivizes retention
 - \$5.00 per month served



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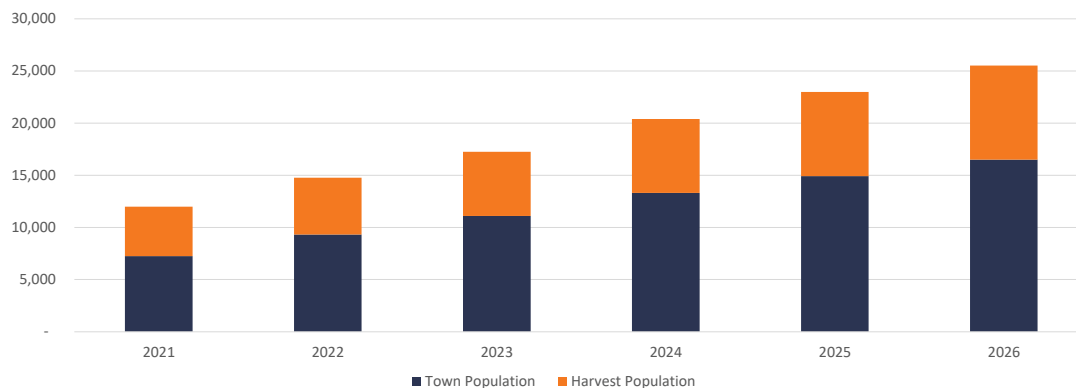


17



SERVICE LEVEL INCREASE

Population Served Five-Year Projection



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18



PROJECTED STAFFING

Department	FY2022	FY2023	FY2024	FY2025	FY2026
Police	3*	3	3	3	3
Public Works	3	2	2	1	2
Development	2		1		
Finance		1		1	
Court	1			1	
Administration	1*				1
Total	10	6	6	6	6

* Only 3 positions funded by General Fund tax revenues (HR, 2 Patrol)



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POLICE STAFFING

- 2 Police Officers: \$238,178
 - Allow police to dispatch officers to districts
 - Will aid in decreasing response time
 - Increase shift coverage for when officers take leave
 - \$24,006 in one-time onboarding costs
- 1 Traffic Officer: \$119,089
 - To assist in the increased request for traffic monitor
 - \$12,003 in one-time onboarding costs



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PUBLIC WORKS STAFFING

- Senior Plan Operator: \$86,252
 - Needed to meet TCEQ & EPA requirements that come with the addition of two elevated storage tanks, pump station, and wastewater treatment plant
- Senior Infrastructure Inspector: \$95,177
 - Inspections have increased to the point that the current inspector works six days a week
- Maintenance Worker: \$71,674
 - Needed to assist with the growing utility infrastructure maintenance



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DEVELOPMENT STAFFING

- Planner: \$78,807
 - Budgeted for $\frac{3}{4}$ of the year, due to new building
 - Will take on the development review function
 - Will assist with P&Z and ZBA
- Development Analyst & Grant Coordinator: \$63,767
 - Budgeted for $\frac{3}{4}$ of the year, due to new building
 - 50% funded from American Rescue Plan (ARP) for 3 Years
 - Will administer the ARP program to ensure federal compliance
 - 50% funded from EDC/CDC
 - Will assist with EDC and CDC



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22



MUNICIPAL COURT STAFFING

- Court Clerk: \$49,812
 - Budgeted for ¾ of the year, due to new building
 - Needed to become a Court of Record
 - Requires two court clerks present at all court proceedings
 - Processing all recordings
 - Maintain and update the law library
 - Process any appeals, which are more intensive



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ADMINISTRATION STAFFING

- Human Resources Coordinator: \$106,252
 - Request includes:
 - Full years pay & benefits
 - Software & Training
 - Records storage
 - Duties for this position include:
 - Hiring, recruitment, and onboarding of employees
 - Benefits enrollment & administration
 - Employee wide training
 - Employee policy review and updates
 - Employee evaluation
 - Employee record retention



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STAFFING ALLOCATION BY FUND

Department	General	Utility	EDC	CDC	Grant	Total
Police	3					3
Public Works	0.5	2.5				3
Development	1		0.25	0.25	0.5	2
Court	1					1
Administration	1					1
Total	6.5	2.5	0.25	0.25	0.5	10


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STAFFING COSTS BY FUND

Department	General	Utility	EDC	CDC	Grant	Total
Police (3)	357,267					357,267
Public Works (3)	47,588	205,515				253,103
Development (2)	78,807		15,942	15,942	31,883	142,574
Court (1)	49,812					49,812
Administration (1)	106,252					106,252
Total (10)	639,726	205,515	15,942	15,942	31,883	909,008


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TECHNOLOGY REQUESTS

- Public Works: \$147,850
 - Portable Parallel Analyzer
 - Trench Shoring
 - Work Order & Fixed Asset Management Software
- Municipal Court – Court of Record: \$21,500
 - Contract Certified Court Reporting Service
 - Court Recording System
 - Law Library



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TECHNOLOGY REQUESTS

- Finance: \$95,000
 - OpenGov Software (Cloud Upgrade)
- Police: \$127,000
 - 10 License Plate readers
 - CID & Patrol Laptops
 - Watchguard Cloud Storage System
 - Taser Upgrade
 - 5 Radio Backup Units



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EQUIPMENT REQUESTS

- Police: \$300,000
 - 2 New Patrol Vehicles
 - 2 Replacement Patrol Vehicles
- Public Works: \$329,698
 - 2 New Public Works Trucks
 - 1 Replacement Public Works Trucks
 - 1 New Backhoe
 - 1 Mower Replacement



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BUILDING PROJECT REQUESTS

- Development Services Center Finish Out: \$400,000
 - There is no more available office space in Town Hall
 - To maintain service levels, additional office space is needed
 - Space will hold up to six office spaces & a meeting room
 - Anticipated to be opening February 2022
 - Funded by development related fees



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INTERNAL SERVICES REQUEST COSTS

Department	Technology	Equipment	Building	Total
Police	127,000	300,000		427,000
Public Works	147,850	329,698		477,548
Finance	95,000			95,000
Court	21,500			21,500
Development			400,000	400,000
Total	391,350	629,698	400,000	1,421,048



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CAPITAL PROJECT REQUESTS

North Ground Storage Tank : \$2,000,000

- 0.6 MG groundwater storage tank and pump for Phase III improvements of the North Pressure Plain
- Town acquired the site for the GST and pump station and all necessary water line easements.
- The location is at the intersection of FM 407 and Thompson Road
- 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
- Funded completely through the Cost Recovery Fee

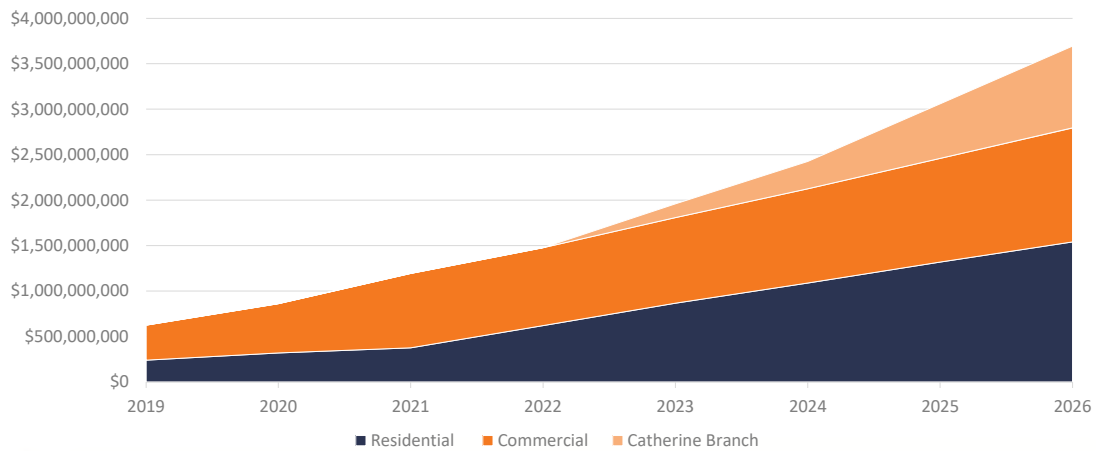


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CATHERINE BRANCH & THE PROPERTY TAX BASE



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CAPITAL PROJECT REQUESTS

Catherine Branch Phase II Sewer Line: \$7,200,000

- Will extend sewer service west of FM 156
- Increases the opportunity for commercial development north of TMS

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CAPITAL PROJECTS

Project	Cost Recovery	Debt Issuance	Total
North Ground Storage Tank	2,000,000		2,000,000
Catherine Branch Phase II		7,200,000	7,200,000
Total	2,000,000	7,200,000	9,200,000


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KEY BUDGET DATES

Date	FY 2021 Budget
May 13, 2021	Budget Focus and Planning
May 27, 2021	Preliminary Budget with revenue overview and budget requests
June 10, 2021	Capital Improvement Projects and Tax Increment Zone budgets
June 24, 2021	Departmental and Programmatic budgets
July 22, 2021	Property Tax Rate and Financing Discussions
August 12, 2021	Proposed Budget Presentation
September 9, 2021	Budget and Tax Rate Adoption


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NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.: FISCAL YEAR 2020-2021 ADOPTED BUDGET

SUBJECT: POLICE STEP PLAN AND CIVILIAN SALARY RANGE ADJUSTMENTS



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Operate Efficiently and Effectively; Attract and retain top-quality staff (Council Goal)

BACKGROUND INFORMATION:

- Town struggling to fill entry level positions in Police and Public Works
- Numerous vacancies in patrol officer, detective, maintenance worker, and equipment operator
- Recently completed salary survey shows many positions below market minimum
- Police step plan adjustments
 - Raise base step from \$56,160 to \$62,130
 - Move existing officers to proportional step in new step plan
 - Increase in officer pay and room for future step increases
 - Officer step adjustment effects Sergeant step plan
- Civilian salary range adjustments
 - Adjust all civilian salary ranges to market
 - Move existing employee pay to salary minimum, mainly Public Works positions effected
 - All other current employee pay above or near new salary range minimums
- Salary increase estimate \$35,000, offset by vacancy savings
- Step plan and salary range adjustments effective June 1, 2021
- Effected employees' pay brought to new step and range minimum

COUNCIL ACTION:

- No council action needed



1

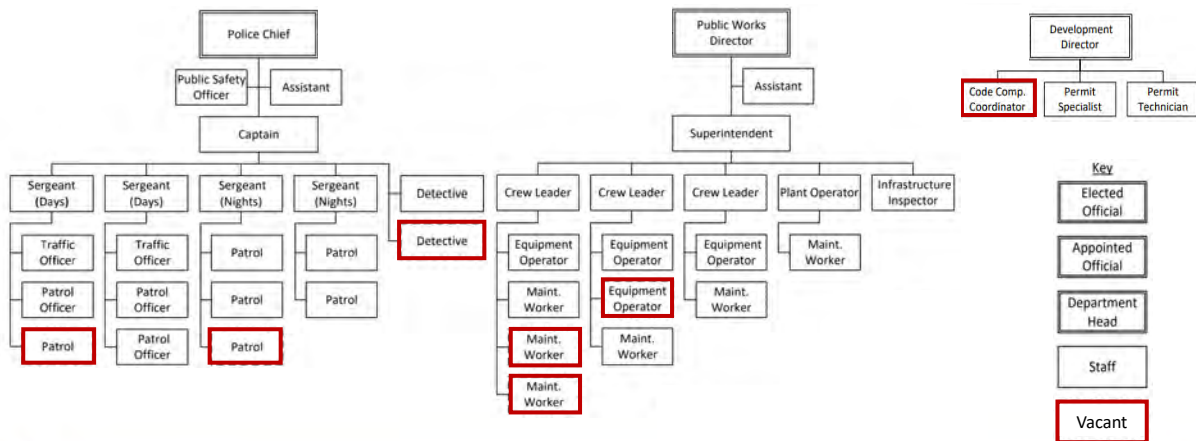
PURPOSE

- Improve employee recruitment
 - Public Works
 - Police
- Maintain the Town's retention rate

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2

ORG CHART WITH VACANCIES



METHOD & IMPLEMENTATION

- Adjust bases for Police and Public Works
- Adjust employee salary ranges and increase salaries for employees who fall below the new minimum
- Funding will come from vacancy savings in departments
- Mid-year adjustment to take place on **June 1, 2021**

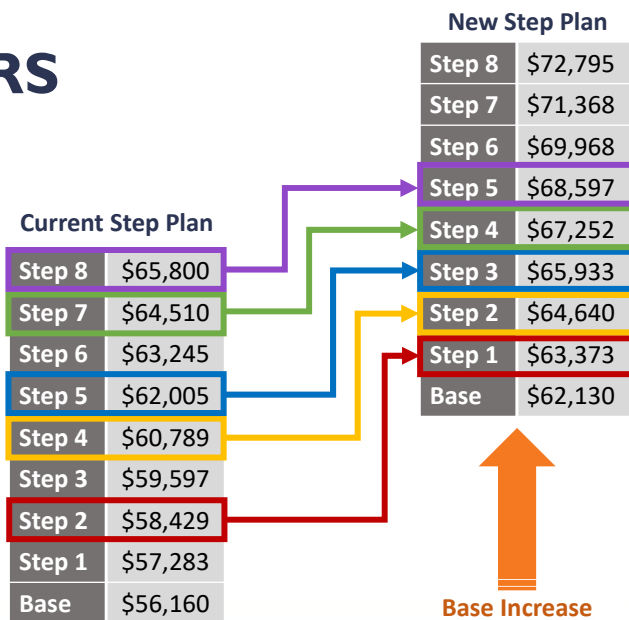
EFFECT

- Will primarily effect the Police and Public Works Departments
- 14 Police employees effected (10 Officers & 4 Sergeants)
- 10 Public Works employees effected

5

POLICE OFFICERS

- An increase in the base causes an increase in each step
- 2% increase between steps
- Officers are adjusted to new steps that provide increased pay and opportunities to move to additional steps in the future



6

POLICE SERGEANTS

- Same adjustment methodology as Officers
- 2% increase between steps
- Base increase greater due to cumulative effect of Officer adjustments

Current Step Plan

Step 8	\$80,179
Step 7	\$78,607
Step 3	\$72,621
Step 2	\$71,197
Step 1	\$69,801
Base	\$68,432

New Step Plan

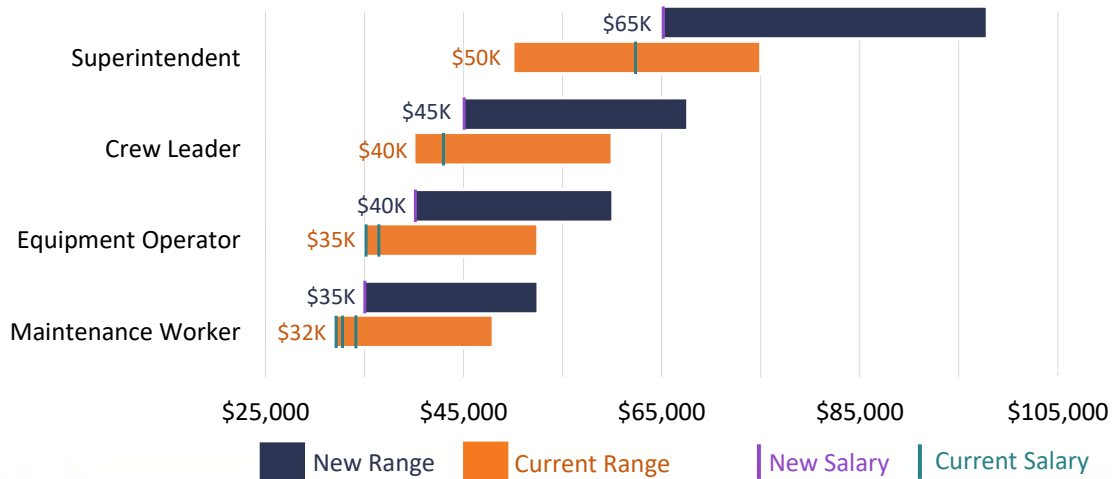
Step 8	\$92,114
Step 7	\$90,308
Step 6	\$88,537
Step 5	\$86,801
Step 4	\$85,099
Step 3	\$83,431
Step 2	\$81,795
Step 1	\$80,191
Base	\$78,619

Base Increase

7

PUBLIC WORKS

Salary Range Adjustments and Raise to Minimums



8

SUMMARY

- FY 2021 employee compensation increase: \$35,000
- Increased compensation covered by vacancy savings
- Effective June 1, 2021
- Raise base for Officers and adjust shift steps for Officers and Sergeants
- Shift salary ranges for other employees
- Bring employee pay to minimums



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TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: MAY 27, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: MAY 27, 2021

ITEM: CONSENT ITEMS





Rena Hardeman, Place 1
Michael Ganz, Place 2
Brian Montini, Place 3

David Rettig, Mayor

Roger Sessions, Place 4
Bill Moore, Place 5
Wes Boyer, Place 6

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
MAY 13, 2021
1500 COMMONS CIRCLE SUITE 300
NORTHLAKE, TEXAS 76226**

1. Mayor David Rettig called the meeting to order at 5:32 pm, quorum present

Roll Call:

David Rettig, Mayor	present	Rena Hardeman, Place 1	absent
Michael Ganz, Place 2	present	Brian Montini, Place 3	present
Roger Sessions, Place 4	present	Bill Moore, Place 5	present
Wes Boyer, Place 6	absent		

Staff Members present:

Drew Corn, Town Manager	Nathan Reddin, Development Director
Robert Crawford, Police Chief	John Zagurski, Finance Director
Leann Oliver, Court Administrator	Eric Tamayo, Public Works Director
John Thomson, Management Analyst	Michael Coleman, Police Captain
Shirley Rogers, Town Secretary	Micheale Lane Court Specialist
Brittany Tamayo, Court Clerk	Chance Willeford, Admin. Assistant

Consultant present:

Ashley Dierker, Town Attorney

Invocation given by Justin Paulk, Campus Pastor with Fellowship of the Parks Northlake/Justin
Mayor Rettig led the Pledge of Allegiance to the US Flag

2. Announcements, Proclamations and Presentations

A. Mayor Rettig recognized:

- o Eric Tamayo, Public Works Director, 10 Years of Service
- o Shirley Rogers, Town Secretary, 24 Years of Service

B. Proclamations acknowledged by Mayor Rettig

- o National Police Week May 9 – 15, 2021
- o National Public Works Week May 16 – 22, 2021

During this time, Mayor Rettig asked Sue Tejml to give an update on Denco Area 9-11 District

- o Sue Tejml, resident of Copper Canyon, asked to be re-appointed to the Board of Managers
- o Currently serves as Vice Chair, representing over 680,000 people in the county
- o Listed the accomplishments of the board from the past several years

C. Finance Director John Zagurski gave the Fiscal Year 2021 Quarterly Reports

- o Investment
- o Budget

D. Development Director Nathan Reddin briefed the council on Chadwick Farms Annexation and Zoning request

- o 7.930 acre tract of land
- o Revise the development standards to permit Single-family attached dwelling (townhouse) as a dev. option on Tract 1 of the plan
- o Scheduled public hearing for May 27, 2021 council meeting

E. Town Manager Drew Corn, briefed the council on FY 2022 Budget Focus & Planning

- o Effectively Manage Public Resources (maintain property tax rate of \$.295)
- o Diversify the Tax Base (invest in infrastructure to sustain commercial tax base)
- o Operate Efficiently & Effectually (maintain employee compensation at regional market levels)
- o Responsibly Manage Growth (maintain current customer service levels)

3. Public Input

- o Northlake resident Joel McGregor asked to be appointed to the Board of Adjustment along with his spouse
- o Northlake resident Kyla Oberg asked to be considered for an appointment to a Northlake board
- o Northlake resident Aaron Fowler asked to be considered for a place on one of the boards
- o Northlake resident Robert Parker asked to be considered for a place on a board along with his wife
- o Northlake resident Ian Waya would love to be considered for a board
- o Northlake resident Kathy Kliwer interested in serving on a board, loved Northlake, had strong feelings about development
- o Northlake resident Jeff Nichols asked to be appointed to a board, wants to give back to the community
- o Northlake resident Traci Honeycutt asked to be considered for a place on a board, wants to get involved in the community and to help out
- o Northlake resident Sonya Wooley would like to be considered for a place on a board

4. Consent Items

F. Town Council Meeting Minutes 4-8-21

G. Town Council Meeting Minutes 4-29-21

Council Member Sessions made the motion to approve the consent items. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous

For: Sessions, Montini, Ganz, Moore, Rettig

Against: none

Absent: Hardeman, Boyer

5. Action Items

- H. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0513A of the Town Council of Town of Northlake, Texas, declaring the adoption of a Home Rule Charter; requiring the Mayor to certify to the Secretary of State an authenticated copy of the Charter; recording the Charter in the Office of the Town Secretary and providing an effective date of May 13, 2021. 2nd by Council Member Moore

Vote: motion passed unanimous
For: Montini, Moore, Sessions, Rettig, Ganz
Against: none
Absent: Hardeman, Boyer

- I. Council Member Ganz made the motion to approve Ordinance No. 21-0513B of the Town Council of Town of Northlake, Texas, declaring results of a Special Election held on May 1, 2021 for the purpose of electing one citizen to Council Member Place 6. 2nd by Council Member Moore

Vote: motion passed unanimous
For: Ganz, Moore, Sessions, Rettig, Montini
Against: none
Absent: Hardeman, Boyer

- J. Mayor Rettig announced the Oaths of Office were administered before the meeting

As the Presiding Officer of Canvassing Authority, Mayor Pro Tem Montini presented the Certificates of Elections to David Rettig-Mayor, Roger Session-Place 4, Bill Moore-Place 5

- K. Council Member Moore made the motion to re-appoint Brian Montini as Mayor Pro Tem for a one-year term. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Moore, Ganz, Montini, Rettig, Sessions
Against: none
Absent: Hardeman, Boyer

At the request of Mayor Pro Tem Montini, Mayor Rettig convened the council into Executive Session at 6:43 pm to discuss under Section 551.074 Personnel Matters – Appointment of Municipal Court Judge. By general consent Mayor Rettig reconvened the council into open session at 6:53 pm.

- L. Council Member Ganz made the motion to appoint Harris Hughey as Municipal Court Judge for a two-year term and authorize the Town Manager to negotiate a contract. 2nd by Council Member Sessions

Vote: motion passed
For: Ganz, Sessions, Rettig, Moore
Against: none
Recused: Montini

Absent: Hardeman, Boyer

M. Planning and Zoning Commission and Board of Adjustment

- i. Mayor Rettig opened the public hearing at 6:55 pm to hear comments for or against the proposed changes to the UDC
No one came forward for or against
Mayor Rettig closed the public hearing at 6:55 pm
- ii. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0512C amending the Unified Development Code to modify provisions related to a Planning and Zoning Commission, establishing a Board of Adjustment, and providing rules and procedures for operation both. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Montini, Ganz, Rettig, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

Appointment of Planning & Zoning Commission (consists of 7 members) took four different motions

1st motion: Council Member Moore made the motion to appoint the following citizens to the Planning and Zoning Commission: Danny Simpson, Aaron Fowler, Chris Amarante.
2nd by Council Member Sessions

Vote: motion passed unanimous
For: Moore, Sessions, Rettig, Montini, Ganz
Against: none
Absent: Hardeman, Boyer

2nd motion: Mayor Pro Tem Montini moved to appoint Michaela Monson, Kristen Dixon, Zolaina Parker. 2nd by Mayor Rettig

Vote: motion failed
For: Montini, Rettig
Against: Moore, Sessions, Ganz
Absent: Hardeman, Boyer

3rd motion: Council Member Ganz moved to appoint Jeff Nichols, Michaela Monson, Zolaina Parker. 2nd by Mayor Rettig

Vote: motion passed unanimous
Vote: Ganz, Rettig, Montini, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

4th motion: Council Member Sessions moved to appoint Kristen Dixon. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Sessions, Ganz, Montini, Rettig, Moore

Against: none
Absent: Hardeman, Boyer

FY 21-22 Planning & Zoning Commission Members are: Danny Simpson, Aaron Fowler, Chris Amarante, Michaela Monson, Jeff Nichols, Zolaina Parker, Kristen Dixon to serve a one-year term

Appointment of Board of Adjustment Board (consists of 5 members) took two motions

1st motion: Mayor Pro Tem Montini made the motion to appoint the following citizens to the Board of Adjustment board- Robert Parker, John Stewart, Marc Thompson, Bryan Davenport. 2nd by Mayor Rettig

Vote: motion passed unanimous
For: Montini, Rettig, Ganz, Sessions Moore
Against: none
Absent: Hardeman, Boyer

2nd motion: Council Member Ganz moved to appoint Kathy Kliewer. 2nd by Council Member Moore

Vote: motion passed unanimous
For: Ganz, Moore, Montini, Rettig, Sessions
Against: none
Absent: Hardeman, Boyer

FY 21-22 Board of Adjustments members are: Robert Parker, John Stewart, Marc Thompson, Bryan Davenport, Kathy Kliewer to serve a one-year term

N. Economic Development Corporations

i. Council Member Sessions made the motion to appoint the following citizens to the Northlake Economic Development Corporation Board of Directors: Laura Montini, Brant Deranger, Matthew Garret, Hillary Simpson, Marie Amarante, Sonya Wooley, Ian Waya. 2nd by Mayor Rettig

Vote: motion passed unanimous
For: Sessions, Rettig, Moore, Ganz, Montini
Against: none
Absent: Hardeman, Boyer

NEDC Board of Directors terms are as follows: Montini, Deranger, Garrett, Simpson (2022); Amarante, Wooley, Waya (2023)

ii. Mayor Rettig made the motion to appoint the following citizens to the Northlake Community Development Corporation Board of Directors: Andy Gibson, Lesley Miley, Kyla Oberg and Gabe Rios. 2nd by Mayor Pro Tem Montini

1st Vote: motion passed unanimous
For: Rettig, Montini, Moore, Sessions, Ganz

Against: none
Absent: Hardeman, Boyer

2nd motion: Mayor Rettig made the motion to appoint the following citizens to the Northlake Community Development Corporation Board of Directors: Tom Dudark, Traci Honeycutt, Amy Godwin 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Rettig, Montini, Ganz, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

3rd motion: Council Member Sessions made the motion that all appointments were effective as of 5/13/2021. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Sessions, Ganz, Montini, Rettig, Moore
Against: none
Absent: Hardeman, Boyer

NCDC Board of Directors terms are as follows: Gibson, Miley, Godwin (2022); Dudark, Honeycutt, Oberg, Rios (2023)

O. Council Member Sessions made the motion to approve Ordinance No. 21-0513D amending chapters 1 and 2 of the Town's Code of Ordinances to conform to provisions of the home-rule charter. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Sessions, Montini, Ganz, Rettig, Moore
Against: none
Absent: Hardeman, Boyer

P. Council Member Moore made the motion to approve Ordinance No. 21-0513E adopting a Code of Ethics. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Moore, Ganz, Sessions, Rettig, Montini
Against: none
Absent: Hardeman, Boyer

Q. Council Member Ganz made the motion to approve Resolution No. 21-12 amending certain provisions of the Rules of Order and Procedures to conform to provisions of the home-rule charter. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Ganz, Montini, Rettig, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

- R. No action- approval of 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
- S. No action - continue with Declaration of Local Disaster in response to severe weather in Town of Northlake, Texas, ordered by Mayor Rettig on February 22, 2021

6. By general consent Mayor Rettig convened the council into Executive Session at 7:57 pm pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D to discuss the items listed below:

- 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; and
 - ii. Legal advice related to the development and annexation of the CKD Holdings Tracts, 24.8-acre, 11.9-acre, and 1.8-acre tracts of land general located north of Oliver Creek and west of FM 156 in the extraterritorial jurisdiction of the Town; and
 - iii. Legal advice related to the development and annexation of the IMA Development Group and AMI Development Group tracts, 3.4-acre, 1.7-acre and 1.3-acre tracts of land generally located at the northwest corner of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town; and
 - iv. Pending or contemplated litigation; and
 - v. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
 - vi. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.
- b. Section 551.074 Personnel Matters to deliberate the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee
 - i. Town Manager Appointment

7. By general consent, Mayor Rettig reconvened the council into Open Session at 9:02 pm to take action on the items below.

- T. Mayor Pro Tem Montini made the motion to approve Resolution No. 21-11 approving amendments to that certain 2020 Interlocal Agreement between the Town of Northlake and the City of Fort Worth for allocating and transferring extraterritorial jurisdiction between the parties; amending the parcel map; providing additional methods for transferring ETJ between the parties; authorizing the Mayor to execute such First Amendment and providing an effective date. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Montini, Sessions, Moore, Rettig, Ganz
Against: none
Absent: Hardeman, Boyer

- U. Council Member Sessions made the motion to approve Resolution No. 21-13, a Joint Resolution of the Town of Northlake, Texas, and the City of Fort Worth, Texas, transferring ETJ between the municipalities; providing for official map adjustments; providing for severability; providing an effective date and providing for recordation. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Sessions, Ganz, Montini, Rettig, Moore
Against: none
Absent: Hardeman, Boyer

- V. Mayor Rettig made the motion to appoint Drew Corn as Town Manager. 2nd by Mayor Pro Tem Montini

1st Vote: motion passed unanimous
For: Rettig, Montini, Ganz, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

Mayor Pro Tem Montini made the motion to authorize the Mayor to negotiate the Town Manager's contract renewal as discussed in closed session. 2nd by Council Member Ganz

2nd Vote: motion passed unanimous
For: Montini, Ganz, Rettig, Sessions, Moore
Against: none
Absent: Hardeman, Boyer

Council Member Ganz stated having been on the council for a total of 12 years, has seen the town on the brink financially but thru the years Mr. Corn has gotten the town into a good financial state.

Mayor Pro Tem Montini stated Drew Corn has done a phenomenal job with leading council and staff, providing continuity to the town. His leadership is needed as the town is now a home-rule charter city. Thanked him for his service to Northlake.

Council Member Sessions having been on the council for some time stated from having very little funds to having funds to run a town, while keeping the tax rate low and offering additional exemptions, expressed his appreciation to Mr. Corn on what a good job is doing for the town.

Mayor Rettig echoed all of the above comments adding it's been a terrific first two years, appreciates Drew Corn's advice along with his leadership during this time, very pleased with Mr. Corn. Mayor Rettig stated what he values most is the leadership of council and staff.

8. Mayor Rettig adjourned the meeting at 9:09 pm

Passed and approved by the Town Council on the 27th day of May 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

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 2021-2022 - \$38,659

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, 2021** and ending on **September 30, 2022**.

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

2021-22 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	\$ 38,659.00

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 2021-2022**

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: MAY 27, 2021

REF. DOC.: CHAPTER 772 HEALTH & SAFETY CODE (772.106 BOARD OF MANAGERS)

SUBJECT: DENCO AREA 9-1-1 DISTRICT BOARD OF MANAGERS APPOINTMENT



STRATEGIC GOALS/OBJECTIVES:

- Operate Efficiently and Effectually, provide needed technology and equipment (Council Goals)

BACKGROUND INFORMATION:

- Two members appointed jointly by all participating municipalities in whole or part of the district.
- The term of one of two members appointed by participating municipalities expires on September 30th – Sue Tejml who has expressed her desire to serve another two-year term
- The Board of Managers consists of six members – Bill Lawrence, representing Denton County Commissioners Court; Sue Tejml, representing Participating Cities; Assistant Chief Terry McGrath representing Denton County Fire Chiefs Association; Jim Carter, representing Participating Cities; Jason Cole, representing Denton County Commissioners Court; and Rob McGee, Verizon Advisory
- Serving thirty-three cities/towns and the unincorporated areas of Denton County nearly 800,000 people; 9 public safety answering points (PSAPs) which include first contacts with Police Departments and Sheriff Department. On any given day telecommunications field more than 900 calls for help

COUNCIL ACTION:

- Nominate one member to Board of Managers



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-14

A RESOLUTION NOMINATING ONE CANDIDATE TO A SLATE OF NOMINEES FOR THE BOARD OF MANAGERS OF THE Denco AREA 9-1-1 DISTRICT

WHEREAS, Section 772, Health and Safety Code, provides that two voting members of the Board of Managers of an Emergency Communications District shall be appointed jointly by all cities and towns lying wholly or partly within the District.

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

Section 1

The Town of Northlake hereby **NOMINATES** Sue Tejml as a candidate for appointment to the Board of Managers of the Denco Area 9-1-1 District.

Section 2

That this resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED by the Northlake Town Council on this the 27th day of May 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary



Denco Area 9-1-1 District

1075 Princeton Street ▪ Lewisville, TX 75067

Phone: 972-221-0911 ▪ Fax: 972-420-0709 ▪ Denco.ORG

TO: Denco Area 9-1-1 District Participating Municipal Jurisdictions

FROM: Gregory S. Ballentine, Executive Director

DATE: March 31, 2021

RE: Nomination for the Denco Area 9-1-1 District Board of Managers

Chapter 772, Texas Health and Safety Code, provides for the Denco Area 9-1-1 District Board of Managers to have “two members appointed jointly by all the participating municipalities located in whole or part of the district.” The enclosed resolution describes the appointment process of a municipal representative.

Each year on September 30th, the term of one of the two members appointed by participating municipalities expires. This year it is the term of Sue Tejml. Members are eligible for consecutive terms and Ms. Tejml has expressed her desire to serve another term.

Denco requests the following actions by the governing bodies of each of the 32 municipalities in the district:

1. **Immediate Action (Nominate):** If your city/town would like to nominate a candidate to represent the municipalities on the Denco Board of Managers, please send a letter of nomination, by way of council action, and résumé of the candidate to the Denco Area 9-1-1 District office. Nominees are historically current or formal elected officials in the district; however, there are no official prerequisites. **For a nomination to be considered, written notification of council action must reach the Denco Area 9-1-1 District by 5:00 p.m. May 31, 2021.** No nominations shall be considered after that time.
2. **Future Action (Vote):** On June 1, 2021, Denco staff will send the slate of nominees to each city/town for consideration, requesting the city/town council vote by resolution for one of the nominees. **Written notice of the council’s selection must reach the Denco Area 9-1-1 District by 5:00 p.m. on July 30, 2021.** No votes will be accepted after that time. However, if a nominating municipality does not thereafter formally vote, its nomination will automatically count as a vote for its nominee.
3. **Process Closure (Results):** The candidate with the most votes will be the municipalities’ representative to the Denco Area 9-1-1 District Board of Managers for the two-year term beginning October 1, 2021.

Please send a copy of your council’s official action and candidate résumé to the Denco Area 9-1-1 District, **1075 Princeton Street, Lewisville, TX 75067** or to Melinda Camp at melinda.camp@denco.org. Denco staff will acknowledge receipt and sufficiency of the submitted documents. **If that acknowledgement is not received within one (1) business day, or you have any other questions, please contact Ms. Camp at 972-221-0911.** As a courtesy, Denco will provide notification of your council’s action to the nominee.

A sample nomination resolution has been enclosed for your convenience. Thank you for your support of the Denco Area 9-1-1 District.

Enclosures

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.: ONCOR CITIES STEERING COMMITTEE STAFF REPORT

SUBJECT: ONCOR ELECTRIC DELIVERY INCREASE DISTRIBUTION RATE
DENIAL



STRATEGIC GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- The Oncor Cities Steering Committee (“OCSC”) is composed of 162 municipalities that use their collective power to ensure that rate changes by Oncor are fair to customers, wielding more power as a group than an individual municipality can.
- Oncor filed for Approval to Amend its Distribution Cost Recovery Factor (“Application”) pursuant to 16 Tex. Admin Code 25.243. with the Public Utility Commission in Docket No. 51996. The Company sought to increase distribution rates by \$97,826,277 million annually.
- To deny the DCFR amendment proposed by Oncor Electric Delivery Company LLC.
- The resolution authorizes the Town to join with OCSC to review the filing, negotiate with the Company, and make recommendations to the Town regarding reasonable rates. Additionally, authorizes OCSC to direct any necessary administrative proceedings or court litigation associated with an appeal of the application filed with the PUC.

COUNCIL ACTION:

- To deny the DCFR amendment proposed by Oncor Electric Delivery Company LLC



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-15

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS FINDING THAT ONCOR ELECTRIC DELIVERY COMPANY LLC'S APPLICATION FOR APPROVAL TO AMEND ITS DISTRIBUTION COST RECOVERY FACTOR TO INCREASE DISTRIBUTION RATES WITHIN THE TOWN SHOULD BE DENIED; AUTHORIZING PARTICIPATION WITH OCSC; AUTHORIZING THE HIRING OF LEGAL COUNSEL AND CONSULTING SERVICES; FINDING THAT THE TOWN'S REASONABLE RATE CASE EXPENSES SHALL BE REIMBURSED BY THE COMPANY; FINDING THAT THE MEETING AT WHICH THIS RESOLUTION IS PASSED IS OPEN TO THE PUBLIC AS REQUIRED BY LAW; REQUIRING NOTICE OF THIS RESOLUTION TO THE COMPANY AND LEGAL COUNSEL.

WHEREAS, the Town of Northlake, Texas ("Town") is an electric utility customer of Oncor Electric Delivery Company LLC ("Oncor" or "Company") with an interest in the rates and charges of Oncor; and

WHEREAS, the Steering Committee of Cities Served by Oncor ("OCSC") is a coalition of similarly situated cities served by Oncor that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in Oncor's service area in matters before the Public Utility Commission ("Commission") and the courts; and

WHEREAS, on or about April 8, 2021, Oncor filed with the Commission an Application for Approval to Amend its Distribution Cost Recovery Factor ("DCRF"), Commission Docket No. 51996, seeking to increase its total distribution revenue requirement by approximately \$97,826,277; and

WHEREAS, the Town of Northlake will cooperate with OCSC in coordinating their review of Oncor's DCRF filing with designated attorneys and consultants, prepare a common response, negotiate with the Company, and direct any necessary litigation, to resolve issues in the Company's filing; and

WHEREAS, all electric utility customers residing in the Town will be impacted by this ratemaking proceeding if Oncor's Application is granted; and

WHEREAS, working with the OCSC to review the rates charged by Oncor allows members to accomplish more collectively than each city could do acting alone; and



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

WHEREAS, OCSC's members and attorneys recommend that members who have retained original jurisdiction over electric utility rates deny Oncor's DCRF.

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

SECTION 1. That the Town is authorized to participate with OCSC in Commission Docket No. 51996.

SECTION 2. That, subject to the right to terminate employment at any time, the Town of Northlake hereby authorizes the hiring of the law firm of Lloyd Gosselink Rochelle & Townsend, P.C. and consultants to negotiate with the Company, make recommendations to the Town regarding reasonable rates, and to direct any necessary administrative proceedings or court litigation associated with an appeal Oncor's DCRF application.

SECTION 3. That the rates proposed by Oncor to be recovered through its DCRF charged to customers located within the Town limits should be denied.

SECTION 4. That the Company should continue to charge its existing rates to customers within the Town.

SECTION 5. That the Town's reasonable rate case expenses shall be reimbursed in full by Oncor within 30 days of the adoption of this Resolution, and within 30 days of presenting monthly bills to Oncor thereafter.

SECTION 6. That it is hereby officially found and determined that the meeting at which this Resolution is passed is open to the public as required by law and the public notice of the time, place, and purpose of said meeting was given as required.

SECTION 7. That a copy of this Resolution shall be sent to J. Michael Sherburne, Vice President – Regulatory, Oncor Electric Delivery Company LLC, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202; to Tab R. Urbantke, Hunton Andrews Kurth LLP, 1445 Ross Avenue, Suite 3700, Dallas, Texas 7520; and to Thomas Brocato, General Counsel to OCSC, at Lloyd Gosselink Rochelle & Townsend, P.C., P.O. Box 1725, Austin, TX 78767-1725, or tbrocato@lglawfirm.com.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED, APPROVED AND ADOPTED by the Town Council on this the 27th day of May 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: MAY 27, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE; THE PATHWAY TO
2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE; CHADWICK
FARMS MIXED-USE PLANNED DEVELOPMENT ORDINANCE

SUBJECT: CHADWICK FARMS ANNEXATION & PLANNED DEVELOPMENT
AMENDMENT



GOALS/OBJECTIVES:

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

ANNEXATION & PLANNED DEVELOPMENT AMENDMENT INFORMATION:

Site:	Approximately 143.209-acre tract of land currently in the Town limits zoned Mixed-Use Planned Development (MPD) plus a 9.790-acre tract of land to be annexed, being situated in the Lewis Medlin Survey, Abstract No. 830, generally located on the south side of SH 114 from approximately 1,000 feet east of IH 35W and continuing along the frontage of SH 114 to the eastern limits of the Town of Northlake at Cleveland-Gibbs Road.
Applicant/Owner:	Chadwick Farms, Ltd.
Current Zoning:	Mixed-Use Planned Development (MPD) – Mix of commercial and multi-family uses
Proposed Zoning:	Mixed-Use Planned Development (MPD) – Mix of commercial and multi-family uses with amendment to incorporate the 9.790-acre tract to be annexed and to revise the development standards to permit Single-family attached residential (townhouse) as a development option on Tract 1 of the development plan
Future Land Use Designation:	Workforce Residential (WR) – This area caters to a range of workers from contractors to executives. Hotels, apartments, condos, mixed-use developments both horizontal and vertical are all appropriate in this area. Horizontal mixed-uses would have residential dwellings within 800 feet. One would also expect to see neighborhood services, retail, commercial, and professional services offices in the area.
Staff Analysis:	The area proposed to be annexed was formerly in the City of Fort Worth. It was released from the City of Fort Worth's jurisdiction and into Northlake's extraterritorial jurisdiction in accordance with an interlocal agreement and subsequent disannexation.

The area to be annexed is vacant and includes a tract adjacent to the Chadwick Apartments in Tract 1 of the Chadwick Farms MPD. The Development Plan within the Chadwick Farms MPD divides the site into four tracts with Tract 1 being limited to multi-family residential uses and Tract 2 for Commercial along the SH 114 frontage. Tract 3A is where the Chadwick Commons retail building has been developed and is limited to Commercial uses, and Tract 3B is developed as the Ruby at Chadwick Commons apartments.

The purpose of the Planned Development Amendment is to incorporate the 9.790 acres to be annexed and to revise the development standards to permit Single-family attached residential (townhouse) as a development option on Tract 1 of the development plan. No other changes to the MPD are proposed.

COUNCIL ACTIONS:

- Approve Service Plan outlining standard services provided by the Town
- Hold public hearing on the annexation
- Approve annexation ordinance
- Hold public hearing on the planned development amendment
- Approve planned development amendment ordinance

ATTACHMENTS:

- Development Plan from MPD with Tract 1 & area to annexed identified
- Service Plan
- Draft annexation ordinance (Ord 21-0527A)
- Draft planned development amendment ordinance (Ord 21-0527B)

NO.	REVISION	DATE
1		
2		
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8		
9		
10		

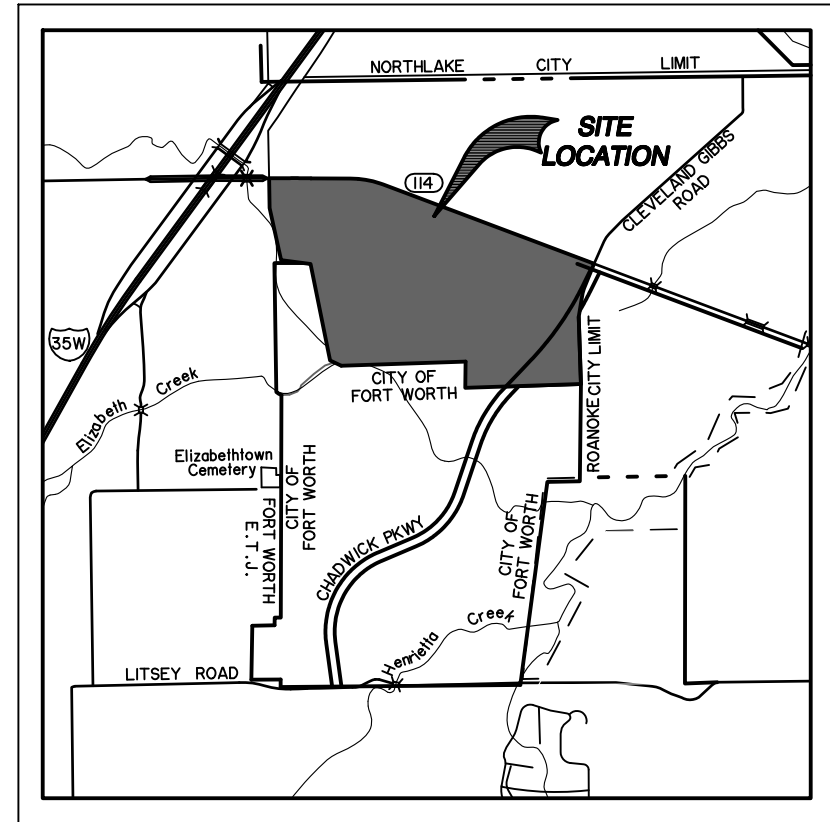
Chadwick Farms, Ltd.
4000 West Windsor Drive
Flower Mound, Texas 75028

GOODWIN
AND
MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS
4001 BRIDGE STREET, SUITE 100, FORT WORTH, TEXAS 76112

CHADWICK FARMS
NORTHLAKE LAND USE EXHIBIT
DEVELOPMENT PLAN

JOB NO. :	9933
DATE :	February 2017
DSGN/DRFT :	BAC
REVIEW :	EWE
SHEET	1
OF	1

E:\10551 - Chadwick Farms\ZONING\NORTH LAKE MP ZONING 2.pro Tue Feb 14 16:51:59 2017



VICINITY MAP
NTS

TABULATIONS

TRACT 1-MULTIFAMILY

PHASE ONE - (BUILT OUT)

264 TOTAL UNITS
528 PARKING SPACES REQUIRED @ 2 TO 1
528 PARKING SPACES PROVIDED
+11 HC ACCESSIBLE SPACES PROVIDED

PHASE TWO

188 TOTAL UNITS
376 PARKING SPACES REQUIRED @ 2 TO 1
376 PARKING SPACES PROVIDED
+10 GUEST PARKING PROVIDED
(ALLOWABLE BASED ON DENSITY OF 16 UNITS/AC)

TRACT 2- COMMERCIAL

660,201 SQUARE FEET OF BUILDING
3,301 PARKING SPACES REQUIRED @ 1:200
3,710 PARKING SPACES PROVIDED
(PROPOSED AS SHOWN)

TRACT 3A - COMMERCIAL

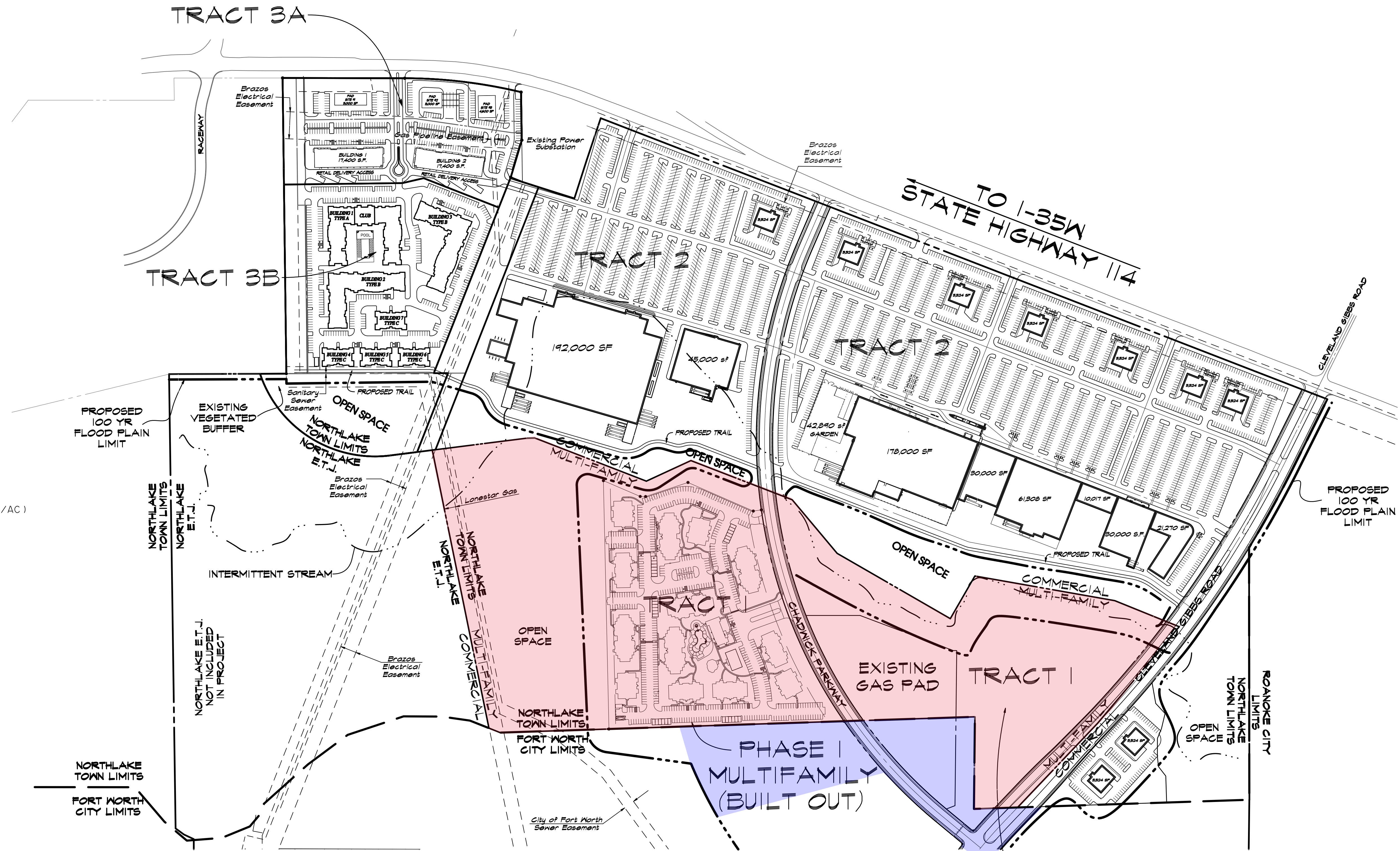
49,300 SQUARE FEET OF BUILDING
247 PARKING SPACES REQUIRED @ 1:200
327 PARKING SPACES PROVIDED
(PROPOSED AS SHOWN)

TRACT 3B - MULTI-FAMILY

249 TOTAL UNITS
448 PARKING SPACES REQUIRED @ 1.8 TO 1
455 PARKING SPACES PROVIDED
(PROPOSED AS SHOWN)

THE MAXIMUM BUILDING COVERAGE FOR THE
PROPOSED DEVELOPMENT SHALL NOT EXCEED
50%.

NOTE: All buildings and parking layout and square
footage calculations are conceptual only, to be
approved as part of the final site plan.



Current Tract 1 which allows multi-family residential development only. MPD amendment proposes a Townhome development option.

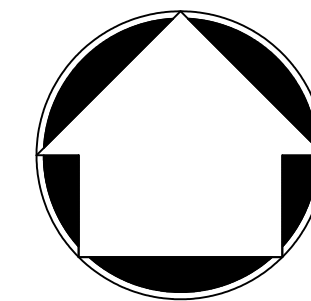
Area to be annexed and incorporated in the MPD as Tract 1.

No changes proposed outside of Tract 1 & area to be annexed.

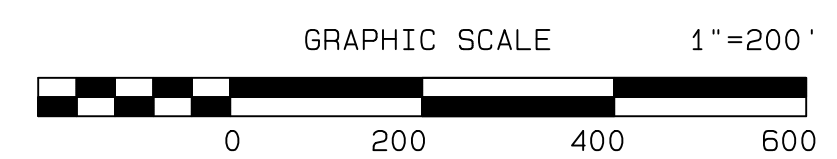
HODGES AND ASSOCIATES
13642 Omega Drive
Dallas, Texas 75244
(972) 387-1000

BGO ARCHITECTS
2211 North Lamar, Ste. 300
Dallas, TX 75202
(214) 740-0080

NOTE: ALL BUILDINGS SHOWN ARE FOR CONCEPTUAL PLANNING ONLY.



DEVELOPMENT PLAN



TOWN OF NORTHLAKE, TEXAS
SERVICE PLAN AGREEMENT FOR ANNEXED AREA

Property Subject to Plan: 9.790 acres of land (the Annexation Area) out of the Lewis Medline Survey, Abstract No. 830, Denton County, Texas.

Location: Located on the east and west sides of Chadwick Parkway approximately 400 feet northwest of Cleveland-Gibbs Road

County: Denton

The Town Council of the Town of Northlake, Texas, finds and determines that this Service Plan will provide full municipal services to the Annexation Area commensurate with the levels of services provided in other parts of the Town with the same or similar topography, land use and population density, and it will not provide a lower level of service in the area proposed to be incorporated than were in existence at the time immediately preceding the effective date of annexation.

Municipal services to the Annexation Area will be furnished by or on behalf of the Town of Northlake, Texas, at the following levels and in accordance with the following service plan programs:

I. PROGRAM FOR SERVICES TO BE PROVIDED ON THE EFFECTIVE DATE OF THE ANNEXATION

The Town will provide the following services in the Annexation Area on the effective date of the annexation, unless otherwise noted.

1. POLICE PROTECTION

The Town of Northlake, Texas will provide police protection to the Annexation Area at the same or similar level of service now being provided to other areas of the Town of Northlake, Texas with similar topography, land use and population density.

2. FIRE PROTECTION

Fire protection is provided by the Denton County Emergency Services District (ESD) No. 1.

3. MAINTENANCE OF ROADS AND STREETS

Any and all roads, streets or alleyways which have been dedicated to the public, and which are owned by the Town of Northlake, Texas, shall be maintained to the same degree and extent that other roads, streets and alleyways are maintained in areas with similar topography, land use and population density. Any and all lighting of roads, streets and alleyways which may be positioned in a right-of-way, roadway, or utility company easement shall be maintained by the applicable utility company servicing the Town of Northlake, Texas, pursuant to the current rules, regulations and fees of the Town of Northlake, Texas.

4. MAINTENANCE OF PARKS, PLAYGROUNDS AND SWIMMING POOLS

The Town Council of the Town of Northlake, Texas, is not aware of the existence of any public parks, public playgrounds or public swimming pools now located in the area proposed for annexation. In the event any such public parks, public playgrounds, or public swimming pools do exist and are public facilities, the Town of Northlake, Texas, will maintain such areas to the same extent and degree that it maintains public parks, public playgrounds and public swimming pools and other similar areas of the Town now incorporated in the Town of Northlake, Texas.

5. MAINTENANCE OF WATER AND WASTEWATER FACILITIES

Any and all water or wastewater facilities owned or maintained by the Town of Northlake, Texas, at the time of annexation shall continue to be maintained by the Town of Northlake, Texas. Any and all water or wastewater facilities which may be acquired subsequent to the annexation of the proposed area shall be maintained by the Town of Northlake, Texas, to the extent of its ownership.

II. PROGRAM FOR PROVIDING ADDITIONAL SERVICES

In addition to the services identified above, the following services will be provided in the Annexation Area on the effective date of the annexation, unless otherwise noted:

1. MUNICIPAL ADMINISTRATION

The Town of Northlake, Texas will provide general municipal administration and administrative services commencing on the effective date of the annexation.

2. ENFORCEMENT OF CODES AND ORDINANCES

Enforcement of the Town's ordinances and regulatory codes will be provided within the Annexation Area on the effective date of the annexation. The Town's health, environmental, building, plumbing, mechanical, electrical, and all other codes will be enforced within the Annexation Area beginning with the effective date of the annexation. The Town's zoning ordinance, subdivision regulations, design standards manual and related ordinances shall be enforced in the Annexation Area beginning on the effective date of the annexation. Complaints of ordinance or regulation violations within the area will be answered and investigated by existing personnel.

3. INSPECTION SERVICES

All inspection services furnished by the Town of Northlake, Texas, but not mentioned above, will be provided to the Annexation Area beginning on the effective date of the annexation.

III. CONSTRUCTION OF CAPITAL IMPROVEMENTS

1. GENERAL

- a. The Town policy for extending water and wastewater service is to extend service on an as required basis when development applications or subdivision plats are submitted to the Town in accordance with the Town's subdivision and development ordinances.
- b. Landowners may be required to fund capital improvements necessary to provide service in a manner consistent with law. Nothing in this plan shall be interpreted to require a landowner within the newly annexed area to fund capital improvements necessary to provide municipal services in a manner inconsistent with Chapter 395 of the Local Government Code, unless otherwise agreed to by the landowner.

2. WATER FACILITIES AND SERVICES

Water service is available and will be provided in accordance with the Town's utility policies and Water Plan. Upon connection to existing mains, water will be provided at rates established by the water service provider.

3. WASTEWATER SERVICES

The Town of Northlake, Texas will undertake to provide wastewater mains for points of connection for serviceable extensions, and/or contract with other utilities to provide service, for the establishment of water and wastewater service within the Annexation Area pursuant to the Town's standard wastewater extension policies now in existence or as may be amended by the Town Council. Upon connection to existing mains, wastewater services will be provided at rates established by the Town.

AGREED TO AND APPROVED ON THIS 27TH DAY OF MAY 2021.

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

By: _____

Printed Name: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

Before me on this day personally appeared _____, who acknowledged that he is the
_____ of _____, and that he executed the same for the purposes
and consideration therein expressed.

[Notary Seal]

Notary Public, State of Texas



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 21-0527A

AN ORDINANCE PROVIDING FOR THE ANNEXATION OF A TERRITORY MORE SPECIFICALLY DESCRIBED HEREIN, BUT GENERALLY COMPRISING APPROXIMATELY 9.790 ACRES LOCATED IN A PORTION OF THE LEWIS MEDLIN SURVEY, ABSTRACT NO. 830, SITUATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; EXTENDING THE BOUNDARY LIMITS OF SAID TOWN OF NORTHLAKE, TEXAS, FOR ALL MUNICIPAL PURPOSES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on or about November 11, 2020, the owner of certain property located within the extraterritorial jurisdiction of the Town submitted a petition for voluntary annexation into the Town pursuant to Chapter 43, Subchapter C-3; and

WHEREAS, pursuant to the requirements of subchapter C-3 of chapter 43 of the Local Government Code, a public hearing to hear arguments for and against the requested annexation was held before the Northlake Town Council on May 27, 2021; and

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

WHEREAS, pursuant to § 43.0672 of the Texas Local Government Code, the Town has entered into a service plan agreement concerning the hereinafter described property to provide for the services to be provided to the property; and

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

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

**SECTION 1.
ANNEXATION**

All of the territory described herein is, for all purposes, annexed into the Town, and the Town limits are extended to include such territory, to wit: An approximate 9.790-acre tract of land located in a portion of the Lewis Medlin Survey, Abstract No. 830 more particularly described in Exhibit "A" attached hereto and incorporated herein, for all purposes.

**SECTION 2.
RIGHTS AND DUTIES OF OWNERS AND INHABITANTS IN NEWLY ANNEXED AREAS**

The owners and inhabitants of the annexed territory are entitled to all of the rights and privileges of all other citizens and property owners of the Town and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.

**SECTION 3.
OFFICIAL MAP**

The official map and boundaries of the Town, previously adopted, is amended to include the newly annexed territory as a part of the Town of Northlake, Texas. The Town Secretary is directed and authorized to perform or cause to be performed all acts necessary to revise the official map of the Town to add the territory annexed as required by law.

**SECTION 4.
FILING CERTIFIED COPY**

The Town Secretary is directed to file or cause to file the certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and provide a copy of this Ordinance to the Denton County, mapping department and the Denton County Central Appraisal District pursuant to Section 43.028(f) of the Texas Local Government Code.

**SECTION 5.
CUMULATIVE CLAUSE**

This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

**SECTION 6.
SEVERABILITY CLAUSE**

If any section, sentence, phrase, paragraph or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word,

paragraph, or provision of any other ordinance of the town. The town council declares that is would have adopted the valid portion and applications of this ordinance and would have annexed and does hereby annex the valid property without the invalid part, and to this end the provisions of the ordinance are declared to be severable.

**SECTION 7.
EFFECTIVE DATE**

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

PASSED AND APPROVED ON THIS THE 27th DAY OF MAY, 2021

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

LANDOWNER ANNEXATION PETITION

TO THE MAYOR AND TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, A GENERAL LAW MUNICIPALITY:

Chadwick Farms, Ltd. (the "Owner"), the owner of approximately 9.790 acres of land described by metes and bounds in Exhibit A attached and incorporated herein (the "Property"), hereby petition the Town Council to annex the Property into the corporate limits of the Town of Northlake, Texas (the "Town") pursuant to Texas Local Government Code, Section 43.028.

Owner certifies that this petition is signed and acknowledged by all persons having an interest in the Property and further certifies that the Property is within the Town's extraterritorial jurisdiction, one-half (1/2) mile or less in width, contiguous to the Town, and vacant and without residents or on which fewer than three qualified voters reside.

Owner requests that the Town Council hear this petition and the arguments for and against annexation, grant the petition, and annex the Property.

OWNER:

CHADWICK FARMS, LTD.,
a Texas limited partnership

By: Chadwick Farms Development, LLC,
a Texas limited liability company,
general partner

By: 
Name: Michael Salcher
Title: Treasurer

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of November 2020, by Michael Salcher, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.



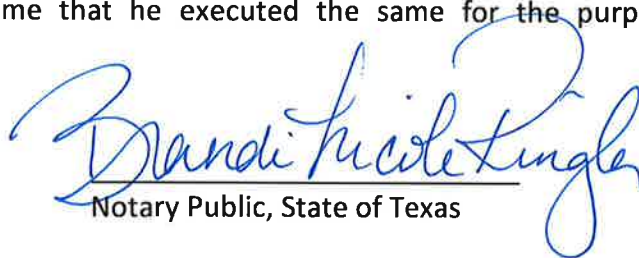

Notary Public, State of Texas

EXHIBIT "A"

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated in the Lewis Medlin Survey, Abstract No. 830, Denton County, Texas, being a portion of Tract One and a portion of Tract Two as described in deed to Chadwick Holdings, Ltd., recorded in Volume 4851, Page 1073, Deed Records, Denton County, Texas (ORDCT) and Correction Deed recorded in Volume 5019, Page 2723, ORDCT, being a portion of Cleveland-Gibbs Road as recorded in 2009-30, Official Records, Denton County, Texas (ORDCT), being all of Lot 1X, Block 26 and that portion of Chadwick Parkway set out per the final plat of Lot 1X, Block 26, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2009-218, ORDCT, being a portion of Lot 1, Block 25 of the Final Plat of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2010-2, ORDCT, and being more particularly described as follows:

BEGINNING at a 1/2" iron pin found at the most northerly northeast corner of said Lot 1X, Block 26, being the most northerly northeast corner of said Chadwick Holdings Tract One, said point lying in the west line of a Tract 1 as described in deed to Chadwick MHP, recorded in Volume 4861, Page 1173, ORDCT and quitclaim deed recorded in Volume 4861, Page 1180, ORDCT, now known as Chadwick Farms, Ltd. per document recorded in Volume 5534, Page 4450, ORDCT;

THENCE S 00°37'34" W, along a reentrant line of said Chadwick Holdings Tract One and the west line of said Chadwick Farms Tract 1, a distance of 340.33 feet to a 1/2" iron pin found at a reentrant corner of said Chadwick Holdings Tract One and the southwest corner of said Chadwick Farms Tract 1;

THENCE N 88°05'55" E, along a reentrant line of said Chadwick Holdings Tract One and the south line of said Chadwick Farms Tract 1, at a distance of 75.55 feet passing the northwest corner of said Cleveland-Gibbs Road (120' R.O.W.) per plat recorded in 2009-30, ORDCT and the southwest corner of said Cleveland-Gibbs Road (120' R.O.W. at this point) per plat recorded in Cabinet W, Page 277, Plat Records, Denton County, Texas (PRDCT), continuing a total distance of 246.66 feet to the northeast corner of said Cleveland-Gibbs Road per plat recorded in 2009-30, ORDCT and the southeast corner of said Cleveland-Gibbs Road per plat recorded in Cabinet W, Slide 277, PRDCT, being the northwest corner of Lot 1X, Block 27, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2019-217, ORDCT and the southwest corner of Lot 1, Block A, Premier Academy-Northlake, an addition to the Town of Northlake, Denton County, Texas as recorded in 2015-255, ORDCT;

THENCE, along the easterly right-of-way line of said Cleveland-Gibbs Road (120' R.O.W. per 2009-30, ORDCT) and the westerly line of said Lot 1X, Block 27, as follows:

S 43°34'00" W, a distance of 138.68 feet to the beginning of a tangent curve to the left, having a radius of 1740.00 feet;

Southwesterly, along said curve, having a central angle of 05°48'55", an arc distance of 176.61 feet, and a chord that bears S 40°39'32" W, 176.53 feet to the most southerly corner of the herein described tract of land;

THENCE N 52°14'55" W, departing the westerly line of said Lot 1X, Block 27, across said Cleveland-Gibbs Road, radial to said curve, a distance of 120.00 feet to a point in the westerly right-of-way line of said Cleveland-Gibbs Road and the southeasterly line of said Lot 1, Block 25 of the final plat of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition, said point lying in a curve to the right, having a radius of 1860.00 feet;

THENCE Northeasterly, along the westerly right-of-way line of said Cleveland-Gibbs Road and the southeasterly line of said Lot 1, Block 25, along said curve, having a central angle of 00°36'58", an arc distance of 20.00 feet, and a chord that bears N 38°03'34" E, 20.00 feet to the most southerly clip corner of the intersection of the westerly line of said Cleveland-Gibbs Road and the southwesterly line of said Chadwick Parkway per plat recorded in 2009-30, ORDCT;

**GOODWIN &
MARSHALL &**

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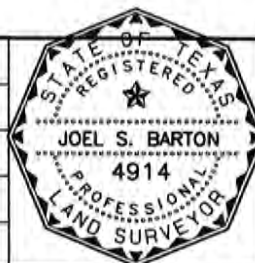
2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

Scale: NONE
Date: 5/15/2021
Job No.: 10313
Drafted: T. J. M.
Checked: J. S. B.



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EXHIBIT "A"

THENCE N 05°56'22" W, along a right-of-way clip line and an east line of said Lot 1, Block 25, a distance of 14.27 feet to a right of way clip corner in the southwesterly line of said Chadwick Parkway;

THENCE along the southwesterly right-of-way line of said Chadwick Parkway (60' R.O.W. per 2009-30 & 2009-218, ORDCT) and the northeasterly line of said Lot 1, Block 25, as follows;

N 50°24'01" W, a distance of 119.66 feet to the beginning of a tangent curve to the right, having a radius of 1830.00 feet;

Northwesterly, along said curve, having a central angle of 08°25'54", an arc distance of 269.30 feet, and a chord that bears N 46°11'04" W, 269.06 feet to the northeast corner of a tract of land as described in deed to Saint Peter Lutheran Church, recorded in 2009-111646, ORDCT;

THENCE S 70°53'08" W, departing the southwesterly line of said Chadwick Parkway, across said Lot 1, Block 25, along the north line of said Saint Peter Lutheran Church tract, passing the northwest corner of said Saint Peter Lutheran Church tract and the northeast corner of a tract of land as described in quitclaim deed to Saint Peter Lutheran Church, recorded in 2009-111647, ORDCT, a distance of 750.46 feet to the northwest corner of said Saint Peter Lutheran Church tract described in quitclaim deed, said point lying in westerly line of said Lot 1, Block 25 and the easterly line of Lot 1X, Block 24 of said Chadwick Farms Addition recorded in 2010-2, ORDCT;

THENCE along the westerly line of said Lot 1, Block 25 and the easterly line of said Lot 1X, Block 25, as follows:

N 36°01'20" W, a distance of 390.87 feet;

N 50°21'39" W, a distance of 132.11 feet to the northwest corner of said Lot 1, Block 25 and the northeast corner of said Lot 1X, Block 25, said point lying in the south line of Lot 2, Block 1 of the final plat of Lots 1 and 2, Block 1, Chadwick Farms Subdivision, being the Chadwick Apartments, an addition to the Town of Northlake, Denton County, Texas as recorded in 2010-41, ORDCT;

THENCE N 88°05'38" E, along the north line of said Lot 1, Block 25 and the south line of said Lot 2 & Lot 1, Block 1, at a distance of 895.57 feet passing the northeast corner of said Lot 1, Block 25, the southeast corner of said Lot 1, Block 1, the northwest corner of said Chadwick Parkway (60' R.O.W.) per plat recorded in 2009-218, ORDCT, the southwest corner of said Chadwick Parkway (60' R.O.W.) per plat recorded in 2009-142, ORDCT, at a distance of 967.37 feet passing the northeast corner of said Chadwick Parkway per plat recorded in 2009-218, ORDCT, the southeast corner of said Chadwick Parkway per plat recorded in 2009-142, ORDCT, and the northwest corner of said Lot 1X, Block 26 of Chadwick Farms Addition recorded in 2009-218, ORDCT, continuing along the north line of said Lot 1X, Block 26, the north line of said Chadwick Holdings Tract One, and the south line of a remainder portion of Tract 1 as described in deed to Roanoke Land Partners, Ltd., recorded in Volume 4387, Page 566, ORDCT, now known as Chadwick Farms, Ltd. per document recorded in Volume 4850, Page 2754, ORDCT, a total distance of 1379.62 feet to the POINT OF BEGINNING and containing 426,470 square feet or 9.790 acres of land.

NOTES:

1. The bearings hereon are referenced to the deed recorded under County Clerk's File No. 99-R0075117 of the Deed Records of Denton County, Texas.
2. This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**GOODWIN &
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

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Scale: NONE
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(REMAINDER)
TRACT 1
CHADWICK FARMS, LTD.
VOL. 4861, PG. 1173
VOL. 4861, PG. 1180
VOL. 5534, PG. 4450
O.R.D.C.T.

LOT 1, BLOCK A
PREMIER ACADEMY - NORTHLAKE
2015-255, O.R.D.C.T.

GRAPHIC SCALE: 1"=200'



LOT 1X, BLOCK 27
CHADWICK FARMS
ADDITION
2009-217, O.R.D.C.T.

(REMAINDER)
TRACT 1
CHADWICK FARMS, LTD.
VOL. 4387, PG. 566
VOL. 4850, PG. 2754
O.R.D.C.T.

LOT 1, BLOCK 1
OF
LOTS 1 AND 2, BLOCK 1
CHADWICK FARMS SUBDIVISION,
BEING THE CHADWICK APARTMENTS
2010-41, O.R.D.C.T.

P.O.B.

1379.62' N 88°05'38" E

NORTHLAKE L1
FORT WORTH

LOT 1X, BLOCK 26
CHADWICK FARMS
ADDITION
2009-218, O.R.D.C.T.

426,470 S.F.
9,790 AC.
(60' R.O.W.)

CHADWICK HOLDINGS, LTD.
VOL. 4851, PG. 1073
VOL. 5019, PG. 2723
O.R.D.C.T.

(REMAINDER)
TRACT TWO

(REMAINDER)
TRACT ONE

750.46'

S 70°53'08" W

N 36°01'20" W

390.87'

**SEE SHEET 4
FOR LINE AND
CURVE DATA**

LOT 1, BLOCK 25
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25
CHADWICK FARMS
ADDITION
2010-2, O.R.D.C.T.

SAINT PETER
LUTHERAN CHURCH
2009-111646
O.R.D.C.T.

SAINT PETER
LUTHERAN CHURCH
2009-111647
O.R.D.C.T.

LEWIS MEDLIN SURVEY
ABSTRACT No. 830

LOT 1X, BLOCK 24
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25
CHADWICK FARMS
ADDITION
2010-2, O.R.D.C.T.

120' CLEVELAND - GIBBS ROAD
(120' R.O.W.)
2009-30, O.R.D.C.T.

LOT 2, BLOCK 1
THE CHADWICK APARTMENTS
2010-41, O.R.D.C.T.

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2405 Mustang Drive, Grapevine, TX. 76051

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TBPLS FIRM No. 10021700

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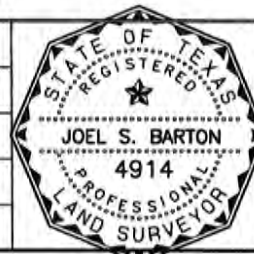
Scale: 1"=200'

Date: 5/15/2021

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



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LINE DATA

LINE	BEARING	DISTANCE
L1	S00°37'34"W	340.33'
L2	N88°05'55"E	246.66'
L3	S43°34'00"W	138.68'
L4	N52°14'55"W	120.00'
L5	N05°56'22"W	14.27'
L6	N50°24'01"W	119.66'
L7	N50°21'39"W	132.11'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	1740.00'	5°48'55"	176.61'	S40°39'32"W	176.53'
C2	1860.00'	0°36'58"	20.00'	N38°03'34"E	20.00'
C3	1830.00'	8°25'54"	269.30'	N46°11'04"W	269.06'

**GOODWIN^{AND}
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

Scale: NONE

Date: 5/15/2021

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



Sheet

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of

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TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 21-0527B

AN ORDINANCE AMENDING ORDINANCE NO. 13-0523A BEING A MIXED-USE PLANNED DEVELOPMENT ZONING DISTRICT AS AMENDED; AMENDING THE BOUNDARIES OF THE ZONING DISTRICT BY REZONING CERTAIN PROPERTY IN THE TOWN OF NORTHLAKE AS DESCRIBED IN EXHIBIT “A” AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; BEING MORE PARTICULARLY DESCRIBED AS A 9.790 ACRE TRACT OF LAND, TO BE ZONED TO MIXED-USE PLANNED DEVELOPMENT, LOCATED IN A PORTION OF THE LEWIS MEDLIN SURVEY, ABSTRACT NO. 830, IN THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-0523A establishing the zoning of Mixed-Use Planned Development “MPD” for a 143.209-acre tract of land located in the Lewis Medlin Survey, Abstract No. 830, In the Town of Northlake, Denton County, Texas; and

WHEREAS, the property owner has submitted a request to amend the boundary of the district included in Ordinance No. 13-0523A, the same being the established “MPD” Mixed-Use Planned Development District, to include the 9.790-acre tract of land recently annexed into the Town; and

WHEREAS, the property owner has also requested to amend the development standards adopted in Ordinance No. 13-0523A as amended by Ordinance No. 17-0413B to allow for certain uses on the newly added 9.790-acre territory; and

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

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on May 27, 2021 with respect to the zoning changes described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to amend Ordinance No. 13-0523A, as amended, being a “MPD” Mixed-Use Planned Development District.

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

SECTION 1

Ordinance No. 13-0523A, as amended by Ordinance No. 17-0413B is hereby amended so that the Mixed-use Planned Development District "MPD" Zoning District boundary is adjusted as provided in Exhibit "A" attached hereto to include that certain 9.790-acre tract recently annexed into the Town.

SECTION 2

The 9.790-acre property included within the Mixed-use Planned Development District "MPD" Zoning District as provided herein shall be included in Tract 1 shown on Exhibit "C" to Ordinance No. 13-0523A, as amended by Ordinance No. 17-0413B, and is hereby zoned Mixed-Use Planned Development and shall be subject to all applicable regulations contained in the Planned Development Standards provided in Exhibit "B" of Ordinance No. 13-0523A, as amended by Ordinance No. 17-0413B and as amended herein, the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3

Ordinance No. 13-0523A, as amended by Ordinance No. 17-0413B, is hereby amended so that the Mixed-use Planned Development District "MPD" Development Standards are amended to be as provided in Exhibit "B".

SECTION 4

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed but only as to the property described in Exhibit "A" attached hereto.

SECTION 5

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

SECTION 6

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

SECTION 7

All rights or remedies of the Town of Northlake are expressly saved as to any and all violations of any ordinances governing zoning or of any amendments thereto that have accrued at the time of the effective date of this ordinance and as to such accrued violations and all pending litigation both civil and criminal same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

SECTION 8

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

PASSED AND APPROVED ON THIS THE 27TH DAY OF MAY, 2021

TOWN OF NORTHLAKE, TEXAS

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT "A"

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated in the Lewis Medlin Survey, Abstract No. 830, Denton County, Texas, being a portion of Tract One and a portion of Tract Two as described in deed to Chadwick Holdings, Ltd., recorded in Volume 4851, Page 1073, Deed Records, Denton County, Texas (ORDCT) and Correction Deed recorded in Volume 5019, Page 2723, ORDCT, being a portion of Cleveland-Gibbs Road as recorded in 2009-30, Official Records, Denton County, Texas (ORDCT), being all of Lot 1X, Block 26 and that portion of Chadwick Parkway set out per the final plat of Lot 1X, Block 26, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2009-218, ORDCT, being a portion of Lot 1, Block 25 of the Final Plat of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2010-2, ORDCT, and being more particularly described as follows:

BEGINNING at a 1/2" iron pin found at the most northerly northeast corner of said Lot 1X, Block 26, being the most northerly northeast corner of said Chadwick Holdings Tract One, said point lying in the west line of a Tract 1 as described in deed to Chadwick MHP, recorded in Volume 4861, Page 1173, ORDCT and quitclaim deed recorded in Volume 4861, Page 1180, ORDCT, now known as Chadwick Farms, Ltd. per document recorded in Volume 5534, Page 4450, ORDCT;

THENCE S 00°37'34" W, along a reentrant line of said Chadwick Holdings Tract One and the west line of said Chadwick Farms Tract 1, a distance of 340.33 feet to a 1/2" iron pin found at a reentrant corner of said Chadwick Holdings Tract One and the southwest corner of said Chadwick Farms Tract 1;

THENCE N 88°05'55" E, along a reentrant line of said Chadwick Holdings Tract One and the south line of said Chadwick Farms Tract 1, at a distance of 75.55 feet passing the northwest corner of said Cleveland-Gibbs Road (120' R.O.W.) per plat recorded in 2009-30, ORDCT and the southwest corner of said Cleveland-Gibbs Road (120' R.O.W. at this point) per plat recorded in Cabinet W, Page 277, Plat Records, Denton County, Texas (PRDCT), continuing a total distance of 246.66 feet to the northeast corner of said Cleveland-Gibbs Road per plat recorded in 2009-30, ORDCT and the southeast corner of said Cleveland-Gibbs Road per plat recorded in Cabinet W, Slide 277, PRDCT, being the northwest corner of Lot 1X, Block 27, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2019-217, ORDCT and the southwest corner of Lot 1, Block A, Premier Academy-Northlake, an addition to the Town of Northlake, Denton County, Texas as recorded in 2015-255, ORDCT;

THENCE, along the easterly right-of-way line of said Cleveland-Gibbs Road (120' R.O.W. per 2009-30, ORDCT) and the westerly line of said Lot 1X, Block 27, as follows:

S 43°34'00" W, a distance of 138.68 feet to the beginning of a tangent curve to the left, having a radius of 1740.00 feet;

Southwesterly, along said curve, having a central angle of 05°48'55", an arc distance of 176.61 feet, and a chord that bears S 40°39'32" W, 176.53 feet to the most southerly corner of the herein described tract of land;

THENCE N 52°14'55" W, departing the westerly line of said Lot 1X, Block 27, across said Cleveland-Gibbs Road, radial to said curve, a distance of 120.00 feet to a point in the westerly right-of-way line of said Cleveland-Gibbs Road and the southeasterly line of said Lot 1, Block 25 of the final plat of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition, said point lying in a curve to the right, having a radius of 1860.00 feet;

THENCE Northeasterly, along the westerly right-of-way line of said Cleveland-Gibbs Road and the southeasterly line of said Lot 1, Block 25, along said curve, having a central angle of 00°36'58", an arc distance of 20.00 feet, and a chord that bears N 38°03'34" E, 20.00 feet to the most southerly clip corner of the intersection of the westerly line of said Cleveland-Gibbs Road and the southwesterly line of said Chadwick Parkway per plat recorded in 2009-30, ORDCT;

**GOODWIN &
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

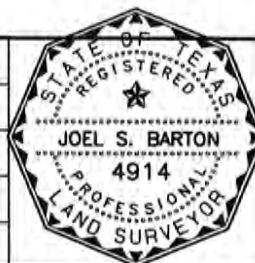
2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

Scale: NONE
Date: 5/15/2021
Job No.: 10313
Drafted: T. J. M.
Checked: J. S. B.



Sheet
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of
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EXHIBIT "A"

THENCE N 05°56'22" W, along a right-of-way clip line and an east line of said Lot 1, Block 25, a distance of 14.27 feet to a right of way clip corner in the southwesterly line of said Chadwick Parkway;

THENCE along the southwesterly right-of-way line of said Chadwick Parkway (60' R.O.W. per 2009-30 & 2009-218, ORDCT) and the northeasterly line of said Lot 1, Block 25, as follows;

N 50°24'01" W, a distance of 119.66 feet to the beginning of a tangent curve to the right, having a radius of 1830.00 feet;

Northwesterly, along said curve, having a central angle of 08°25'54", an arc distance of 269.30 feet, and a chord that bears N 46°11'04" W, 269.06 feet to the northeast corner of a tract of land as described in deed to Saint Peter Lutheran Church, recorded in 2009-111646, ORDCT;

THENCE S 70°53'08" W, departing the southwesterly line of said Chadwick Parkway, across said Lot 1, Block 25, along the north line of said Saint Peter Lutheran Church tract, passing the northwest corner of said Saint Peter Lutheran Church tract and the northeast corner of a tract of land as described in quitclaim deed to Saint Peter Lutheran Church, recorded in 2009-111647, ORDCT, a distance of 750.46 feet to the northwest corner of said Saint Peter Lutheran Church tract described in quitclaim deed, said point lying in westerly line of said Lot 1, Block 25 and the easterly line of Lot 1X, Block 24 of said Chadwick Farms Addition recorded in 2010-2, ORDCT;

THENCE along the westerly line of said Lot 1, Block 25 and the easterly line of said Lot 1X, Block 25, as follows:

N 36°01'20" W, a distance of 390.87 feet;

N 50°21'39" W, a distance of 132.11 feet to the northwest corner of said Lot 1, Block 25 and the northeast corner of said Lot 1X, Block 25, said point lying in the south line of Lot 2, Block 1 of the final plat of Lots 1 and 2, Block 1, Chadwick Farms Subdivision, being the Chadwick Apartments, an addition to the Town of Northlake, Denton County, Texas as recorded in 2010-41, ORDCT;

THENCE N 88°05'38" E, along the north line of said Lot 1, Block 25 and the south line of said Lot 2 & Lot 1, Block 1, at a distance of 895.57 feet passing the northeast corner of said Lot 1, Block 25, the southeast corner of said Lot 1, Block 1, the northwest corner of said Chadwick Parkway (60' R.O.W.) per plat recorded in 2009-218, ORDCT, the southwest corner of said Chadwick Parkway (60' R.O.W.) per plat recorded in 2009-142, ORDCT, at a distance of 967.37 feet passing the northeast corner of said Chadwick Parkway per plat recorded in 2009-218, ORDCT, the southeast corner of said Chadwick Parkway per plat recorded in 2009-142, ORDCT, and the northwest corner of said Lot 1X, Block 26 of Chadwick Farms Addition recorded in 2009-218, ORDCT, continuing along the north line of said Lot 1X, Block 26, the north line of said Chadwick Holdings Tract One, and the south line of a remainder portion of Tract 1 as described in deed to Roanoke Land Partners, Ltd., recorded in Volume 4387, Page 566, ORDCT, now known as Chadwick Farms, Ltd. per document recorded in Volume 4850, Page 2754, ORDCT, a total distance of 1379.62 feet to the POINT OF BEGINNING and containing 426,470 square feet or 9.790 acres of land.

NOTES:

1. The bearings hereon are referenced to the deed recorded under County Clerk's File No. 99-R0075117 of the Deed Records of Denton County, Texas.
2. This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**GOODWIN &
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

Scale: NONE
Date: 5/15/2021
Job No.: 10313
Drafted: T. J. M.
Checked: J. S. B.



Sheet
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of
4

(REMAINDER)
TRACT 1
CHADWICK FARMS, LTD.
VOL. 4861, PG. 1173
VOL. 4861, PG. 1180
VOL. 5534, PG. 4450
O.R.D.C.T.

LOT 1, BLOCK A
PREMIER ACADEMY - NORTHLAKE
2015-255, O.R.D.C.T.

GRAPHIC SCALE: 1"=200'



LOT 1X, BLOCK 27
CHADWICK FARMS
ADDITION
2009-217, O.R.D.C.T.

(REMAINDER)
TRACT 1
CHADWICK FARMS, LTD.
VOL. 4387, PG. 566
VOL. 4850, PG. 2754
O.R.D.C.T.

LOT 1, BLOCK 1
OF

LOTS 1 AND 2, BLOCK 1
CHADWICK FARMS SUBDIVISION,
BEING THE CHADWICK APARTMENTS
2010-41, O.R.D.C.T.

P.O.B.

1379.62'

N 88°05'38" E

NORTHLAKE
FORT WORTH

NORTHLAKE L1
FORT WORTH

LOT 1X, BLOCK 26
CHADWICK FARMS
ADDITION
2009-218, O.R.D.C.T.

CHADWICK HOLDINGS, LTD.
VOL. 4851, PG. 1073
VOL. 5019, PG. 2723
O.R.D.C.T.

(REMAINDER)
TRACT TWO

426,470 S.F.
9,790 AC.

(REMAINDER)
TRACT ONE
(60' R.O.W.)

750.46'

S 70°53'08" W
390.87'

**SEE SHEET 4
FOR LINE AND
CURVE DATA**

EXHIBIT "A"

CAB. W. PG. 277
P.R.D.C.T.
(R.O.W. VARIES)

L2 NORTHLAKE
FORT WORTH

L3
C1
L5
L4
L6
C3

LOT 1, BLOCK 25
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25
CHADWICK FARMS
ADDITION
2010-2, O.R.D.C.T.

SAINT PETER
LUTHERAN CHURCH
2009-111646
O.R.D.C.T.

SAINT PETER
LUTHERAN CHURCH
2009-111647
O.R.D.C.T.

LEWIS MEDLIN SURVEY
ABSTRACT No. 830

LOT 1X, BLOCK 24
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25
CHADWICK FARMS
ADDITION
2010-2, O.R.D.C.T.

120' CLEVELAND - GIBBS ROAD
(120' R.O.W.)
2009-30, O.R.D.C.T.

LOT 2, BLOCK 1
THE CHADWICK APARTMENTS
2010-41, O.R.D.C.T.

**GOODWIN &
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

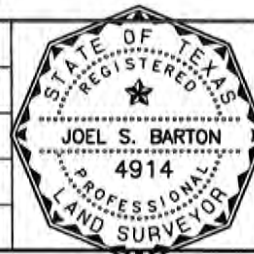
Scale: 1"=200'

Date: 5/15/2021

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



Sheet

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of

4

LINE DATA

LINE	BEARING	DISTANCE
L1	S00°37'34"W	340.33'
L2	N88°05'55"E	246.66'
L3	S43°34'00"W	138.68'
L4	N52°14'55"W	120.00'
L5	N05°56'22"W	14.27'
L6	N50°24'01"W	119.66'
L7	N50°21'39"W	132.11'

CURVE DATA

CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	1740.00'	5°48'55"	176.61'	S40°39'32"W	176.53'
C2	1860.00'	0°36'58"	20.00'	N38°03'34"E	20.00'
C3	1830.00'	8°25'54"	269.30'	N46°11'04"W	269.06'

**GOODWIN^{INC}
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

Joel S. Barton

Scale: NONE

Date: 5/15/2021

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



Sheet

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of

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EXHIBIT B
+/- ~~143.209~~152.999 ACRES

MPD, Mixed-Use Planned Development District

1.00 Tract 1 - ~~Multi Family~~ Residential (Approximately ~~45.015~~54.805 acres)

1.01 **General Description:** The ~~multi-family~~ residential tract is intended to provide for a high quality medium density development. ~~These multi-family units are with~~ attached units such as multi-family and single-family attached (townhouse). Access to multi-family units shall be provided from private access drives or parking areas connecting to adjacent public streets. Access to single-family attached units may be from public streets and alleys or private access drives connecting to adjacent public streets. ~~These m~~Multi-family units will range from 2 units per building to 24 units per building. ~~Units within multi-family residential facilities restricted to the uses of retirement housing and assisted living may be located within a single building or multiple buildings with greater than 24 units per building.~~ Requirements for multi-family development and single-family attached development shall be governed by standards as described below.

1.02 **Permitted Uses:** Land uses permitted within the ~~Multi Family~~ Residential areas, indicated as Tract 1, are as follows:

1. Multi-Family Residential units as described herein;
2. The following uses shall be included as a multi-family residential development:
 - a. Retirement Housing, which shall be defined as “A residential facility principally designed for persons 55 years of age or older.” This does not include “Convalescent and nursing homes, hospice care, and related institutions” use as defined in the Unified Development Code. Such uses may be allowed with approval of a Specific Use Permit.
 - b. Assisted Living Facility, which shall be defined as “A facility providing residence, supervision and daily assistance for individuals, generally persons 55 years of age or older, with common dining and recreational areas designed for the needs of the elderly. Services in these establishments include assistance with routine living functions that are non-medical in nature, such as dressing, grooming, bathing and social and recreational services, such as meal services, transportation, housekeeping, linen and organized social activities.”
 - c. Accessory Buildings as defined in Section 1.15.6.
3. Single-Family Attached Residential (Townhouse) units as described herein.

1.03 **Density:** The overall allowed density for Tract 1 shall be 16 units per gross area, including the floodplain area.

1.04 **Minimum Lot Area:** 20,000 square feet for multi-family
2,500 square feet for single-family attached

1.05 **Minimum Lot ~~Width~~Dimensions:** _____100 feet lot width for multi-family
25 feet lot width for single-family attached

- 100 feet lot depth for single-family attached
- 1.06 **Minimum Front Yard:** 30 feet for one story principal structure,
40 feet for two story principal structure, and
50 feet for three story principal structure for
multi-family
20 feet for single-family attached
- 1.07 **Minimum Side and Rear Yards:** 25 feet for one-, two- and three-story principle
Multi-
family Structures
0 feet side yard for single-family attached units
with a maximum of 8 consecutive units attached
10 feet shall be provided between detached
structures
20 feet rear yard for single-family attached
- 1.08 **Minimum Building Separation:** 15 feet for multi-family
No building separation required for single-family
attached except as described in Section 1.07
- 1.09 **Minimum Floor Area Per Dwelling Unit:**
1. Multi-Family Residential Uses
 - a. 650 square feet - 1 Bedroom
 - b. 900 square feet - 2 Bedroom
 - c. 1100 square feet - 3 Bedroom
 - d. 200 square feet - Each additional bedroom
 2. Retirement Housing and Assisted Living Uses
 - a. 330 square feet – Studio Apartment
 - b. 560 square feet – Shared Unit/Apartment
 - c. 720 square feet - 2 Bedroom
 - d. 110 square feet - Each additional bedroom
 3. Single-Family Attached Residential Uses
 - a. 1400 square feet
- 1.10 **Maximum Lot Coverage:** 35%, excluding accessory buildings for multi-family
70% for single-family attached
- 1.11 **Maximum Height:** The permitted height of all multi-family residential structures shall not exceed three (3) stories, or forty-five (45) feet to the mean point of the roof, whichever is greater.
- 1.12 **Building Materials:** For multi-family the~~The~~ exterior building materials shall be a minimum of eighty percent (80%) masonry product (including stucco), exclusive of windows and doors. A minimum of two exterior materials shall be included on every facade. Hardi-plank may be used above the first story and may be credited as an alternative

construction material for up to 30% of the total 80% masonry requirement. Hardi-plank may also be used within all breezeways and patios, including the first story. Alternative materials may be approved at the time of Site Plan approval. The development in its entirety shall be consistent with the design theme of its various parts. No metal roofs shall be permitted with the exception of standing-seam metal roofs, which shall be approved in conjunction with the Site Plan.

Single-family attached shall meet the requirements for single-family residential in Sec. 9.5, Exterior Construction and Design Standards, of the Northlake Unified Development Code (UDC).

- 1.13 **Required Open Space:** The minimum amount of required open space for ~~any multi-family residential development~~ shall be 20% of the area of the lot (multi-family) or platted phase (single-family attached), net of floodplain and adjacent right-of-way. No park land dedication or park fees shall be required in lieu of providing open space.

1.14 **Parking Requirements:**

1. Multi-Family Residential: The minimum parking requirement shall be two (2) nine (9) foot by eighteen (18) foot parking spaces per unit. All parking shall meet the requirements of the Americans with Disabilities Act (ADA). Parking areas shall be paved with concrete or asphalt and graded to drain appropriately. No head in parking shall be permitted to overhang over any landscaped areas. Twenty percent (20%) of the total required parking spaces, as defined above, shall be covered. Said 20% may be a mix of car ports and enclosed garages. In the event an apron is provided in front of the enclosed garages, it shall be counted as a parking space.
2. Retirement Housing and Assisted Living Uses: The minimum parking requirement shall be 0.6 parking spaces sized nine (9) foot by eighteen (18) foot parking spaces per unit. All parking shall meet the requirements of the Americans with Disabilities Act (ADA). Parking areas shall be paved with concrete or asphalt and graded to drain appropriately. No head in parking shall be permitted to overhang over any landscaped areas.
3. Except for the immediate loading and unloading, the parking of recreational vehicles, trailers, and boats shall be prohibited.
- ~~3.4.~~ Single-Family Attached Residential: A minimum of two (2) spaces shall be provided in an enclosed garage. Front-entry garages shall be allowed. Carports are prohibited.

1.15 **Miscellaneous Multi-Family Residence Provisions:**

1. All private balconies shall have lockable, enclosed storage areas.
2. A concrete, stone, masonry or decorative metal wall not greater than six feet (6') in height may be erected in the front yard provided, however, that a minimum of fifty percent (50%) of the wall shall be open construction. Alternatively, an eight foot (8') wall may be constructed, being a combination of masonry and wrought-iron or tubular steel, such that the bottom portion of the wall may be masonry for a height of no more than four and one half feet (4 1/2'), with wrought-iron or tubular steel on top. Further, fences and walls must be constructed in accordance with the Unified Development Code of the Town of Northlake in effect at the time

of final Site Plan approval. Solid masonry fences without at least 50% open construction and chain link fences shall be prohibited.

3. All trash collection, storage facilities and loading docks should be located in the rear of the property whenever possible and all such facilities shall be enclosed or screened on a minimum of three sides by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.
4. Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.
5. Restricted Entry. Entry to the multi-family development may be restricted by the use of gates, the exact location of which shall be approved by the Town of Northlake at the time of final Site Plan approval.
6. Accessory Buildings. An accessory building is a subordinate or incidental building, attached to or detached from the main building, that does not have separate kitchen facilities, is not used as a dwelling or living quarters, and is not used for commercial purposes or financial gain. Accessory buildings may have water and sanitary sewer service and may be climate controlled. Accessory buildings shall include but are not limited to the following: detached garages, carports, general apartment maintenance buildings, storage sheds and trash collection and storage facilities. Except for carports and the maintenance building, all accessory buildings shall be constructed of the same building materials as the primary buildings as set forth in Section 1.12 above. Accessory buildings may not be permitted without a primary structure. In addition, accessory buildings shall follow the following criteria:

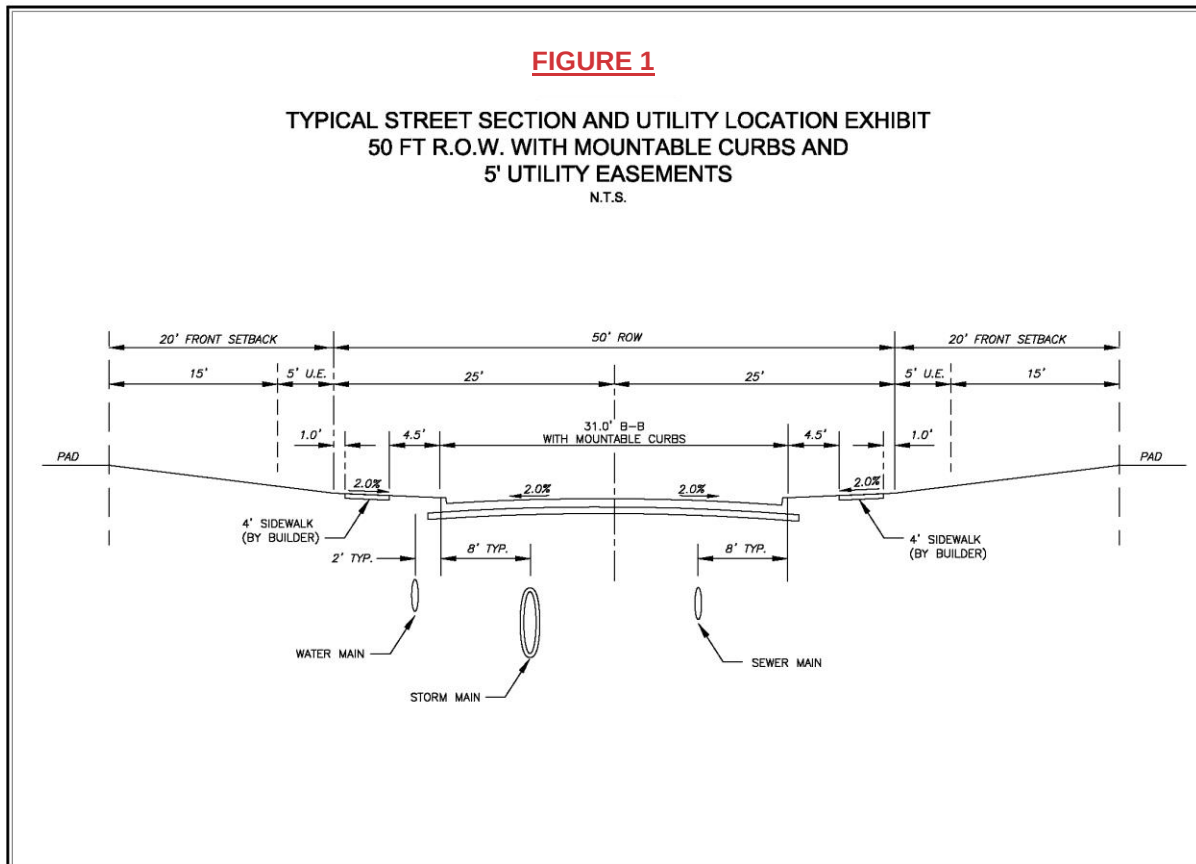
- | | | |
|----|---|----------------|
| a. | Minimum Front Yard Set Backs | 50 feet |
| b. | Minimum Rear and Side Yard Set Backs | 10 feet |
| c. | Minimum Building Separation | 10 feet |

The aforementioned set-backs shall be measured to the building walls. Roof overhangs shall be permitted to fall within the defined setbacks.

1.16 Miscellaneous Single-Family Attached (Townhouse) Provisions:

1. Streets and driveways:
 - a. Streets shall be designed with a 50-foot street right-of-way, a 31-foot “back-to-back” pavement cross section and a 5-foot easement on either side of the street in accordance with Figure 1.
 - b. 24” Mountable curbs will be constructed for the proposed streets.
 - c. 4’ sidewalks shall be constructed by homebuilder 1-foot inside the public right-of-way when homes are developed. Sidewalks adjacent to open spaces to be constructed by the developer with the public improvements.
 - d. On corner lots, the “corner clips” shall not be considered when measuring setbacks.
 - e. Driveway radii to be 2 feet on lots with adjacent driveways and 4 feet for all others.

- f. The minimum distance from a driveway to intersection may be reduced as shown on an approved site plan when the driveway is on a local street intersecting with another local street.
- g. Alternative turnarounds to cul-de-sacs as approved by the Fire Marshal and as shown on an approved site plan may be allowed.
- h. At the time of home construction, home builders shall construct additional driveway areas at dead ends in order to provide for additional space for vehicles backing out of garages.



- 2. Landscaping/Screening/Open Space:
 - a. Perimeter screening/fencing along Cleveland-Gibbs Road shall consist of a 6-foot solid masonry wall with stone columns.
 - b. Screening/fencing along all other property boundaries may consist of one of the following at the developer's discretion:
 - i. 6-foot board-on-board, wooden privacy fence;
 - ii. 4-foot wrought iron fence;
 - iii. 6-foot solid masonry wall
 - c. The following landscaping may be placed within the westerly 5-feet of the existing 20-foot sanitary sewer easement and 15-foot water easement adjacent to Cleveland-Gibbs Road along the east side of the screening walls.

- i. Ornamental trees
 - ii. Shrubs or ornamental grasses
 - d. The following landscaping and monument signage may be placed within the existing 20-foot sanitary easement and 15-foot water easement adjacent to Cleveland Gibbs Road:
 - i. Groundcover or decomposed granite and ornamental boulders;
 - ii. Planting beds;
 - iii. Entry monument sign
 - e. Alternative landscaping requirements along the frontage of Cleveland-Gibbs Road may be considered and approved with site plan approval.
 - f. At the time of home construction, home builders shall plant a minimum of one street tree in the front yard for every two lots.
 - 3. Homeowner's Association
 - a. A homeowner's association (HOA) shall be established prior to final platting of the tract for single-family attached residential lots.
 - b. The HOA will be responsible for the improvement and maintenance of all common areas and/or common facilities.
 - 4. Concept plan
 - a. A concept plan for development of the approximately 7.5-acre site at the northwest corner of Cleveland-Gibbs Road and Chadwick Parkway with single-family attached residential (townhouses) is attached as Attachment A.
 - b. The overall layout and number of lots shown on the concept plan are presented for conceptual purposes only and subject to change. The final layout and number of lots will be subject to all requirements herein and determined with site plan and platting.
 - c. The edge of driveway on Lot 61 as shown on Attachment A shall be allowed within 20 feet of the projected gutter line for Street A.
 - d. At the time of home construction, home builders shall construct additional driveway areas for Lots 20 and 41 in order to provide for additional space for vehicles backing out of garages in general conformance with Attachment A.

2.00 Tract 2 - Commercial (Approximately 75.879 Acres)

2.01 **General Description:** The Commercial areas will provide the ability to encourage and to accommodate the development of office, retail, and commercial service centers within growth corridors located along State Highway 114.

2.02 **Permitted Uses:** The following uses shall be permitted in the Commercial areas, subject to compliance with all applicable conditions contained within the Unified Development Code of the Town of Northlake:

- Accessory building or structure
- Amusement: commercial, indoor
- Auto gasoline fuel sales
- Antique shop
- Appliance sales or rentals
- Art supply store
- Auto gasoline or motor fuel sales
- Auto glass, seat cover, muffler shop
- Auto laundry/car wash
- Auto parts and accessory sales, no outside storage
- Auto repair garage, indoor only
- Auto/truck rental service
- Bakery or retail confectioner
- Bank / financial institution
- Building materials sales
- Cabinet or upholstery shop
- Child care center
- Contractor: electrical, mechanical, plumbing, no outside storage
- Convenience store with automotive fuel sales
- Convenience store without automotive fuel sales
- Custom personal shop
- Department store
- Drapery, sewing, or weaving shop
- Drugstore or pharmacy
- Florist shop
- Furniture or appliance store
- Greenhouse or nursery
- Grocery store
- Handicraft shop and art objects
- Hardware or hobby shop
- Health and fitness studio
- Hotel or motel
- Key shop
- Laboratory, medical or dental
- Laundry/dry cleaning: pick up and/or self service
- Lithography or print shop

- Mini-warehouse
- Mortuary or funeral home
- Motorcycle sales and repair, indoor only
- Movie theater or indoor play house
- Musical instrument sales and manufacturing
- Office, business or professional
- Office, medical or dental
- Paint store
- Parking lot or structure
- Pet shop
- Photographer and/or artist studio
- Photographic print shop
- Plumbing shop, without outside storage
- Recreation or health club
- Repair and maintenance services for buildings
- Repair, household appliance
- Repair, small engine
- Restaurant, with drive-in service
- Restaurant, without drive-in service
- Retail specialty shop
- Retail, variety or similar store
- Roller or ice rink
- School, business
- Sewage pumping station
- Shopping center or mall
- Studio, music, dance, and/or drama
- Telephone exchange, switching, relay, or transmission station
- Tool rental
- Veterinarian hospital, indoor only
- Veterinarian, office only
- Veterinarian supply store
- Video/game rental store

2.03 **Specific Uses:** The following use shall be permitted in the Commercial areas only upon approval of a Specific Use Permit by the Town Council in accordance with the procedures and standards of Section 5.11, Specific Use Permit (SUP) of Article 5, Unified Development Code of the Town of Northlake:

- Private club
- Petroleum or gas well

2.04 **Prohibited Uses:** The use of portable storage freight containers shall be prohibited.

2.05 **Maximum Floor Area Ratio:** The maximum floor area ratio shall be 1:1.

- 2.06 **Required Parking:** The minimum parking requirements shall be consistent with those requirements outlined in Article 10, Parking and Loading Standards of the Unified Development Code of the Town of Northlake except as otherwise provided herein. All parking spaces shall be a minimum of nine (9) feet by eighteen (18) feet in size. All parking areas shall be constructed of concrete paving and be curbed and graded to drain appropriately. No head in parking shall be permitted to overhang any landscaped areas. The parking lot shall be subject to the landscape regulations of the Unified Development Code of the Town of Northlake including, but not limited to, the provision of a landscaped strip along public-right-of-way and landscape islands. No seasonal, outdoor sales shall be permitted within any required parking area except for temporary vending in accordance with Article 4.200 Temporary Vending of Chapter 4 of the Town of Northlake Code of Ordinances. Any proposed seasonal, outdoor sales areas must be clearly identified at the time of final Site Plan submittal and approved by the Town of Northlake.
- 2.07 **Shared Parking:** It is anticipated that the commercially zoned property will have a variety of different uses. Therefore, it is expected that opportunities for shared parking may exist within the project in order to reduce the overall number of parking places otherwise required. At such time as opportunities for shared parking are identified, the owner(s) of all affected properties shall submit proposed shared parking agreements to the Town of Northlake for review and approval. Such agreements shall be signed by all owners and affected parties. If the Town approves a shared parking agreement, such approval shall be conditioned on the uses contained in the shared parking agreement. Any change of use shall require re-submittal, review and approval by the Town of Northlake.
- 2.08 **Building Materials:** The exterior building materials shall be a minimum of eighty percent (80%) masonry (stucco, stone, brick, fiber cement), exclusive of windows and doors. Alternative materials may be approved at the time of Site Plan approval. The development in its entirety shall be consistent with the design theme of its various parts. No metal roofs shall be permitted with the exception of standing seam metal roofs, which shall be approved in conjunction with the Site Plan.
- 2.09 **Building Height:** No Commercial building shall exceed two (2) stories or forty five (45) feet in height, whichever is greater.
- 2.10 **Building Articulation:** Building facades shall meet the following minimum standards for articulation:
1. **Horizontal Articulation:** No building front elevation shall extend for a distance equal to three (3) times the wall's height without having an offset of 10% of the wall's height, and that new plane shall extend for a distance equal to at least 25% of the maximum length of the first plane.
 2. **Vertical Articulation:** No front elevation shall extend horizontally for a distance greater than three (3) times the height of the wall without changing vertically by a minimum of 10% of the wall's height.
- 2.11 **Minimum Lot Area:** None.
- 2.12 **Minimum Lot Width:** None.

- 2.13 **Minimum Lot Depth:** None.
- 2.14 **Maximum Lot Coverage:** In no case shall more than fifty percent (50%) of the total lot area be covered by the combined area of the main buildings. Parking structures and surface parking facilities shall be excluded from the coverage computations.
- 2.15 **Minimum Front Yard:** The minimum front yard shall be thirty (30) feet.
- 2.16 **Minimum Side Yard:** The minimum side yard requirements shall be consistent with those requirements outlined for the Commercial (C) zoning district in Section 5.6 Dimensional and Developmental Standards Summary of Article 5 of the Unified Development Code of the Town of Northlake.
- 2.17 **Minimum Rear Yard:** The minimum rear yard requirements shall be consistent with those requirements outlined for the Commercial (C) zoning district in Section 5.6 Dimensional and Developmental Standards Summary of Article 5 of the Unified Development Code of the Town of Northlake.
- 2.18 **Screening Requirements:**
1. **Mechanical Equipment:** All mechanical equipment such as gas meters, electrical panels, HVAC equipment and similar devices shall be screened from parking and off-site view.
 2. **Trash Collection, Storage Facilities, and Loading Docks** shall be screened from view of parking areas located in front of buildings. Unless approved by the Town of Northlake Town Council or its designee, all trash collection, storage facilities and loading docks should be located in the rear of the property whenever possible. All such facilities shall be enclosed or screened on a minimum of three sides by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.
 3. **Screening Fences and/or Walls:** If it is determined during final Site Plan approval that screening fences and/or walls are necessary for the phase of development under consideration, such fences and/or walls shall be constructed by the commercial developer prior to the issuance of a Certificate of Occupancy for the phase of development under construction. For security purposes, such fences shall be concrete, stone, or masonry, and shall not exceed eight feet (8') in height. All screening fences and walls shall be architecturally compatible with the colors and materials of the accompanying building. All screening fences and/or walls shall be constructed in accordance with the requirements of the Unified Development Code of the Town of Northlake.
- 2.19 **Landscaping.**
1. Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.
 2. It is the intent of the developer to utilize the existing open space and natural screen along the rear boundary of the commercial phases of the development. However,

if it is determined by the Town of Northlake in conjunction with the approval of the final Site Plan that insufficient natural screening exists between the open space and the adjacent commercial property, a landscape buffer a minimum of twelve feet (12') wide shall be provided. Trees a minimum of three inches (3") in caliper shall be provided at a ratio of one (1) tree per two hundred and fifty (250) square feet of buffer area. Understory plants (shrubs, bushes, etc) shall be provided in order to sufficiently screen the commercial area from the open space when the landscape material reaches maturity. Screening shall be maintained at all times to these specifications by the property owner.

3.00 PLANNED DEVELOPMENT - GENERAL CONDITIONS

- 3.01 **Sign Restrictions:** Sign Restrictions shall be consistent with those requirements outlined in Article 11, Signs, of the Unified Development Code of the Town of Northlake, except that the following signs shall be prohibited:
- Pole/Pylon Signs
 - Moving Signs
 - Vehicle Signs
 - Any type of flashing sign
- 3.02 **Emergency Vehicle Accessibility:** A twenty-four (24) foot fire lane shall be provided in the commercial and multi-family portions of the property in accordance with the adopted Fire Code of the Town of Northlake. Adequate turnaround areas shall be provided if there are any dead ends in the Site Plan.
- 3.03 **Driveways:** A maximum of eight (8) driveway connections shall be allowed to State Highway 114, with four (4) located east of the proposed Chadwick Parkway, and four (4) located west of the proposed Chadwick Parkway. Cross access agreements shall be required among all commercial properties in order to provide for shared access to the driveways. Proof of such cross access easements shall be provided to the Town of Northlake prior to the issuance of a building permit in each commercial area. For the purposes of this restriction, Cleveland-Gibbs Road and Chadwick Parkway are not considered driveways, and shall not count against the eight (8) allowed access points. All driveway connections to State Highway 114 are subject to approval of the Texas Department of Transportation.
- 3.04 **Utility Lines:** With the exception of the Brazos Electric Cooperative transmission line along the north boundary line of the property, all utility lines (electricity, phone, gas, cable, etc.) shall be placed underground.
- 3.05 **Roadways:**
1. Cleveland-Gibbs Road: Cleveland-Gibbs Road shall be a divided four lane major arterial within a 100 foot right-of-way.
 2. Chadwick Parkway: Chadwick Parkway, as depicted on the Development Plan, shall be a forty one (41) foot roadway within a sixty (60) foot right-of-way.
- 3.06 **Open Space:**
1. All floodplain and floodways contained within the proposed development shall be included in defined open space areas.
 2. The exact size and configuration of the open space depicted on the development plan shall be determined in conjunction with the adjacent city, state, and federal entities, to be finalized in conjunction with the approval of the final Site Plan of the project by the Town of Northlake. Open space areas shall be maintained by the property owner. Open space areas outside of the multi-family area as designated on the development plan shall be open and accessible to the general

public. The minimum amount of open space required to be preserved at full build out of the development is 20%.

3. Multi-purpose trail connections shall be made through the open space, so as to interconnect with the parks and open space system located within the City of Fort Worth.
4. A multi-purpose trail and/or sidewalk connection shall be made between the multi-family portions of the project and shall provide pedestrian access and connectivity from the multi-family areas to adjacent commercial areas of the development.

4.00 SITE LIGHTING STANDARDS

4.01 Outdoor Lighting Plan

An Outdoor Lighting Plan must be submitted with any required site plan or landscape plan on all public or private properties, including rights- of-way, public easements, franchises, and utility easements. Said Outdoor Lighting Plan shall be submitted prior to issuing a building permit and must be approved by the Town Council in conjunction with final Site Plan approval. Plans shall include the following:

1. A layout of the proposed fixture locations.
2. The light source.
3. The luminous area for each proposed light source.
4. The type and height of the light fixture or of the light source above grade.
5. The type of illumination.

4.02 General

1. All building lighting for security or aesthetics will be fully shielded type, not allowing any upward distribution of light. Wallpack type fixtures shall be fully shielded.
2. Relative to landscaping or building lighting, high pressure sodium, metal halide, or mercury vapor sources may not exceed 175 watts, and incandescent sources may not exceed 300 watts.
3. Relative to parking lots and vehicle movement areas, lighting in cut-off type fixtures shall not exceed a maximum of 400 watts.
4. Display, building, and aesthetic lighting must be externally lit from the top and shine downward.
5. Shielding shall be required in all outdoor lighting installations as specified below.

Lamp Type

Low Pressure Sodium (LPS)
High Pressure Sodium (HPS)
Metal Halide
Mercury Vapor
Fluorescent
Incandescent (150 watts/fixture)
Incandescent (<150 watts/fixture)
Any light source <50 watts
Low intensity Neon, Krypton or
Argon Discharge Tubes

Shielding

Fully Shielded
Fully Shielded
Fully Shielded
Prohibited
Partially or Fully Shielded
Partially or Fully Shielded
Partially or Fully Shielded
Unshielded Permitted
Unshielded Permitted

4.03 Non-residential

1. All non-essential lighting shall be turned off after business hours, leaving only necessary lighting for site security.
2. Floodlight, accent, aesthetic and security lights must be fully shielded and no uplighting shall be permitted except that lighting of 50 watts or less is excepted if necessary for security purposes.

4.04 Prohibited

1. Laser Source Light. The use of laser source light or any similar high intensity light for outdoor advertising or entertainment, when projected above the horizontal is prohibited.
2. Searchlights: The operation of searchlights for advertising purposes is prohibited.
3. Floodlights: The use of floodlights is prohibited.
4. Up-lighting of any display, building and aesthetic lighting is prohibited.

4.05 Exemptions

1. All temporary emergency lighting required by the Police or Fire Departments or other emergency services, as well as vehicular luminaries.
2. All hazard warning luminaries required by Federal regulatory agencies, except that all luminaries used must be red and must be shown to be as close as possible to the Federally required minimum lumen output requirement for the specific task.
3. Any luminaire of 50 watts or less provided the accumulated illumination of 50 watt luminaries does not exceed 50 watts.
4. Seasonal decorative lighting.

4.06 Temporary Exemptions. The Town Council or its designee may approve temporary exemptions from these requirements for a period not exceeding 30 days.

5.00 Development Schedule

- 5.01 Cleveland-Gibbs Road has been completed.
- 5.02 Chadwick Parkway has been completed.
- 5.03 Work on Tracts 3A and 3B should commence in 2017 and will take approximately 6-9 months to complete the first phase of Tract 3A and all of Tract 3B.
- 5.04 Plans are for the entire project to be completed as market conditions dictate.

6.00 Tract 3A - Commercial (Approximately 7.859 Acres)

- 6.01 **General Description:** The Commercial areas will provide the ability to encourage and to accommodate the development of office, retail, and commercial service centers within growth corridors located along State Highway 114 in conjunction with the development associated with Tract 3B.
- 6.02 **Permitted Uses, Restrictions and Guidelines:** All uses, restrictions and guidelines established in Sections 2.02 to 2.19 shall apply to this tract.
- 6.03 **Access and Connectivity:** In conjunction with development of Tract 2, vehicular access and connectivity shall be provided to this Tract and Tract 3B via a minimum twenty-four (24) foot wide driveway contained within a cross access easement between the properties. Such easement and driveway shall continue to a stub out to the adjacent property at the western boundary of the Tract. Pedestrian access and connectivity shall be provided between this Tract and the adjacent Tract 3B and the other multi-family portions of the project via multi-purpose trail and/or sidewalk connections. Such connectivity shall be identified on the final Site Plan to be approved by the Town Council.

7.00 Tract 3B - Multi-Family Residential (Approximately 14.456 Acres)

- 7.01 **General Description:** The multi-family residential tract is intended to provide for a high quality medium density development. These multi-family units are attached units. Access shall be provided from private access drives or parking areas connecting to adjacent public streets. These multi-family units will range from 2 units per building to 100 units per building. Requirements for multi-family development shall be governed by standards as described above and shall be constructed with at least 10,000 SF of commercial development located within Tract 3A.
- 7.02 **Permitted Uses, Restrictions and Guidelines:** All uses, restrictions and guidelines established in Sections 1.02 to 1.15 shall apply to this tract except as provided in this section.
1. **Density:** The overall allowed density for Tract 3B shall be 18 nits per gross area, including the floodplain area.
 2. **Minimum Side and Rear Yards:** 20 feet for one, two and three story principle structures.
 3. **Minimum Floor Area Per Dwelling Unit:**
 - a. 500 square feet – 1 Bedroom
 - b. 800 square feet – 2 Bedroom
 - c. 1,000 square feet – 3 Bedroom
 4. **Maximum Height:** The permitted height of all multi-family structures shall not exceed three (3) stories, or fifty (50) feet to the mean point of the road, whichever is greater.
 5. **Building Materials:** The exterior building materials shall be a minimum of eighty percent (80%) masonry product (stucco, stone, brick, fiber cement), exclusive of windows and doors. A minimum of two exterior materials shall be included on every façade. Fiber cement may also be used within all breezeways and patios, including the first story. Alternative materials may be approved at the time of Site Plan approval. The development in its entirety shall be consistent with the design theme of its various parts. No metal roofs shall be permitted with the exception of standing-seam metal roofs, which shall be approved in conjunction with the Site Plan.
 6. **Required Open Space:** The minimum amount of required open space for any multi-family lot shall be 15% of the area of the lot, net of floodplain and adjacent right-of-way.
 7. **Parking Requirements:** The minimum multi-family residential parking requirement shall be one point eight (1.8) nine (9) foot by eighteen (18) foot parking spaces per unit. All parking shall meet the requirements of the Americans with Disabilities Act (ADA). Parking areas shall be paved with concrete or asphalt and graded to drain appropriately. No head in parking shall be permitted to overhang over any landscaped areas. Ten percent (10%) of the total required parking spaces, as defined above, shall be covered. Said 10% may be a mix of car ports and enclosed garages. In the event an apron is provided in front of the enclosed garages, it shall be counted as a parking space.
- 7.03 **Access and Connectivity:** In conjunction with development of Tract 2, vehicular access shall be provided to this Tract and Tract 3A via a minimum twenty-four (24) foot wide

driveway contained within a cross access easement between the properties. Such easement and driveway shall continue to a stub out to the adjacent property at the western boundary of the Tracts. Pedestrian access and connectivity shall be provided between this Tract and the adjacent Tract 3A and the other multi-family portions of the project via multi-purpose trail and/or sidewalk connections. Such connectivity shall be identified on the final Site Plan to be approved by the Town Council.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC. : NORTHLAKE MASTER THOROUGHFARE PLAN UPDATE AND HP GIBBS, LP DEVELOPMENT AGREEMENT

SUBJECT: REIMBURSEMENT AND COOPERATION AGREEMENT WITH HP GIBBS, LP (HILLWOOD, DEVELOPER OF PECAN SQUARE)



STRATEGIC GOALS/OBJECTIVES:

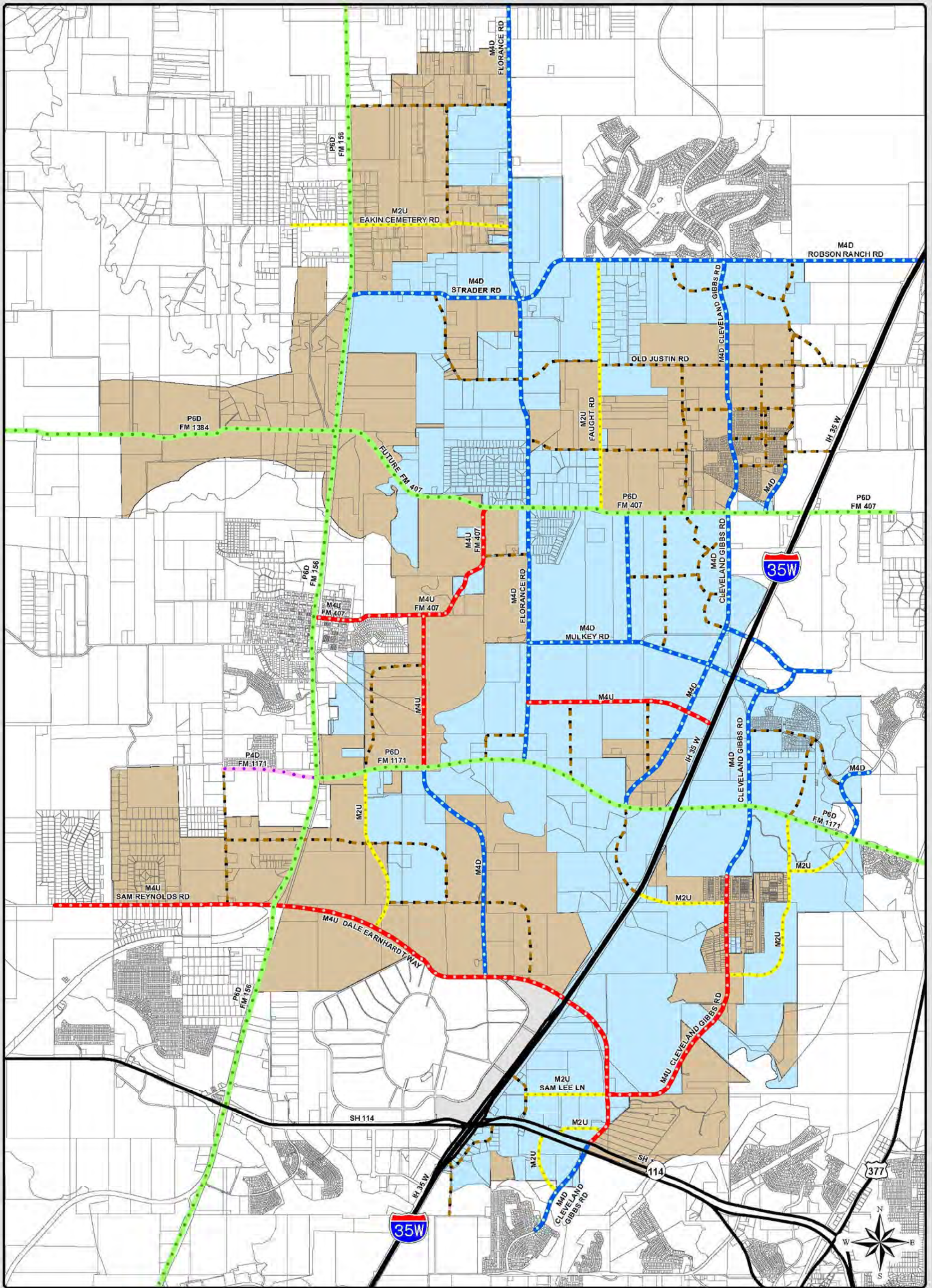
- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)
- Diversify the Tax Base; Attract high-quality, compatible commercial growth (Council Goal)

BACKGROUND INFORMATION:

- April 13, 2017, Council approved development agreement with Hillwood for development of Gibbs, Young and Thompson properties (now known as Pecan Square)
 - Developer to build and realign Mulkey Lane to current IH-35W bridge as four-lane road
 - Developer to build 20-inch water line along future Mulkey alignment
- May 11, 2017, Council adopted Master Thoroughfare Plan by Ordinance 17-0511D to reflect alignment of Mulkey Road to IH-35W
- Town previously coordinated with Aethon to successfully relocate gas pipelines in Town ROW during Cleveland-Gibbs road improvement project (FM 407 to FM 1171) pursuant to a ROW agreement with the Town
- Aethon sold gas transmission lines to 1849 Midstream Partners and assigned the ROW agreement to 1849
- 1849 Midstream Partners not currently cooperating with Town to move pipeline from ROW as required by ROW agreement
- Hillwood responsible for constructing public infrastructure for Town per development agreement and per Town's master plans
- 1849 Midstream Partners pipeline currently located in existing Mulkey Road ROW
- Moving forward, Hillwood has agreed to reimburse Town for any legal costs caused by Town's requirement that pipeline be relocated and new road and water line be built

COUNCIL ACTION:

- Approve reimbursement and cooperation agreement to move forward with gas transmission line relocation with any future legal costs or liability to be reimbursed by HP Gibbs, LP (Hillwood)



Map Features

- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P4D
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction
- Intergovernmental Agreement Area



DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

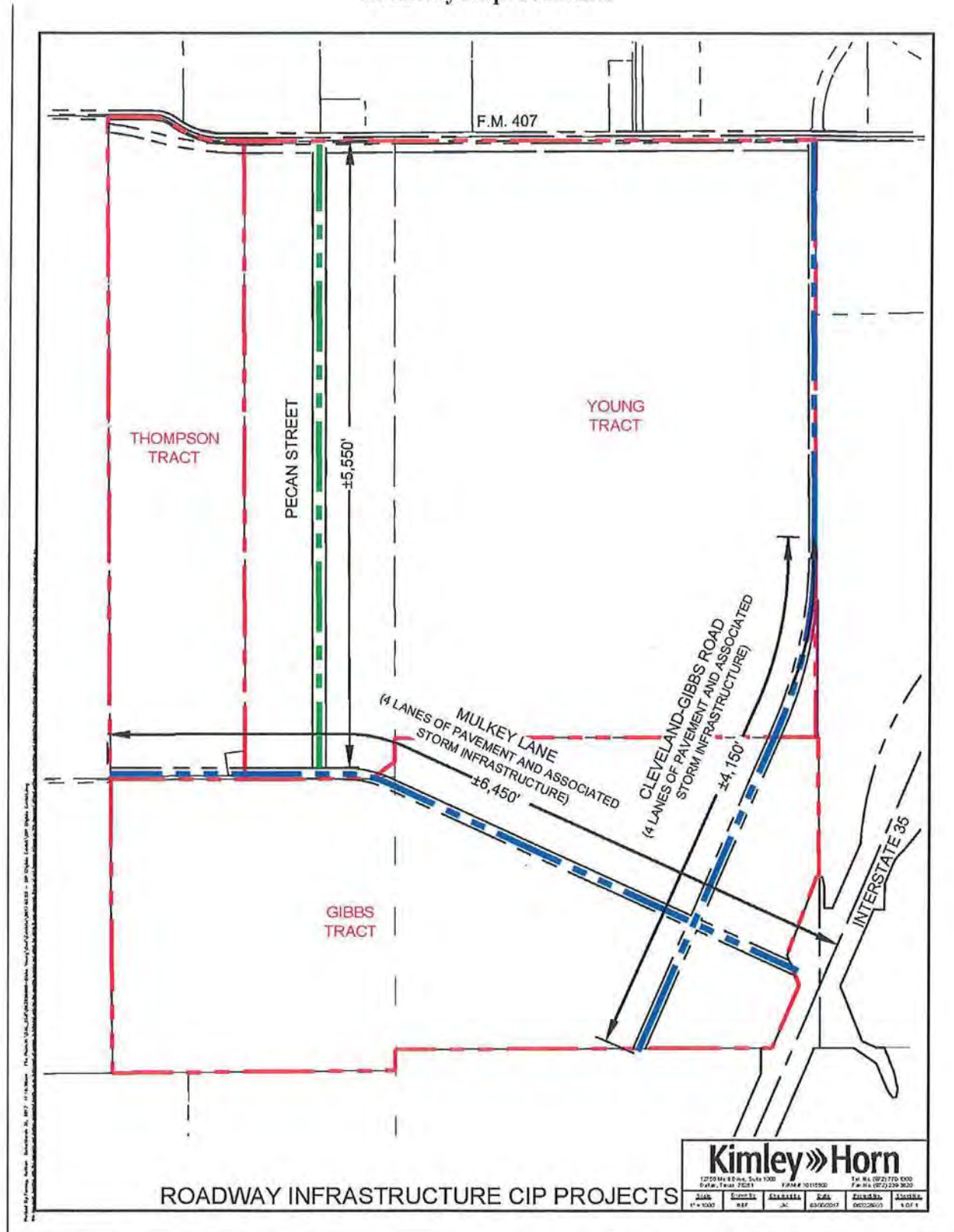
MTP Update Adopted by Ordinance 17-0511D on May 11, 2017

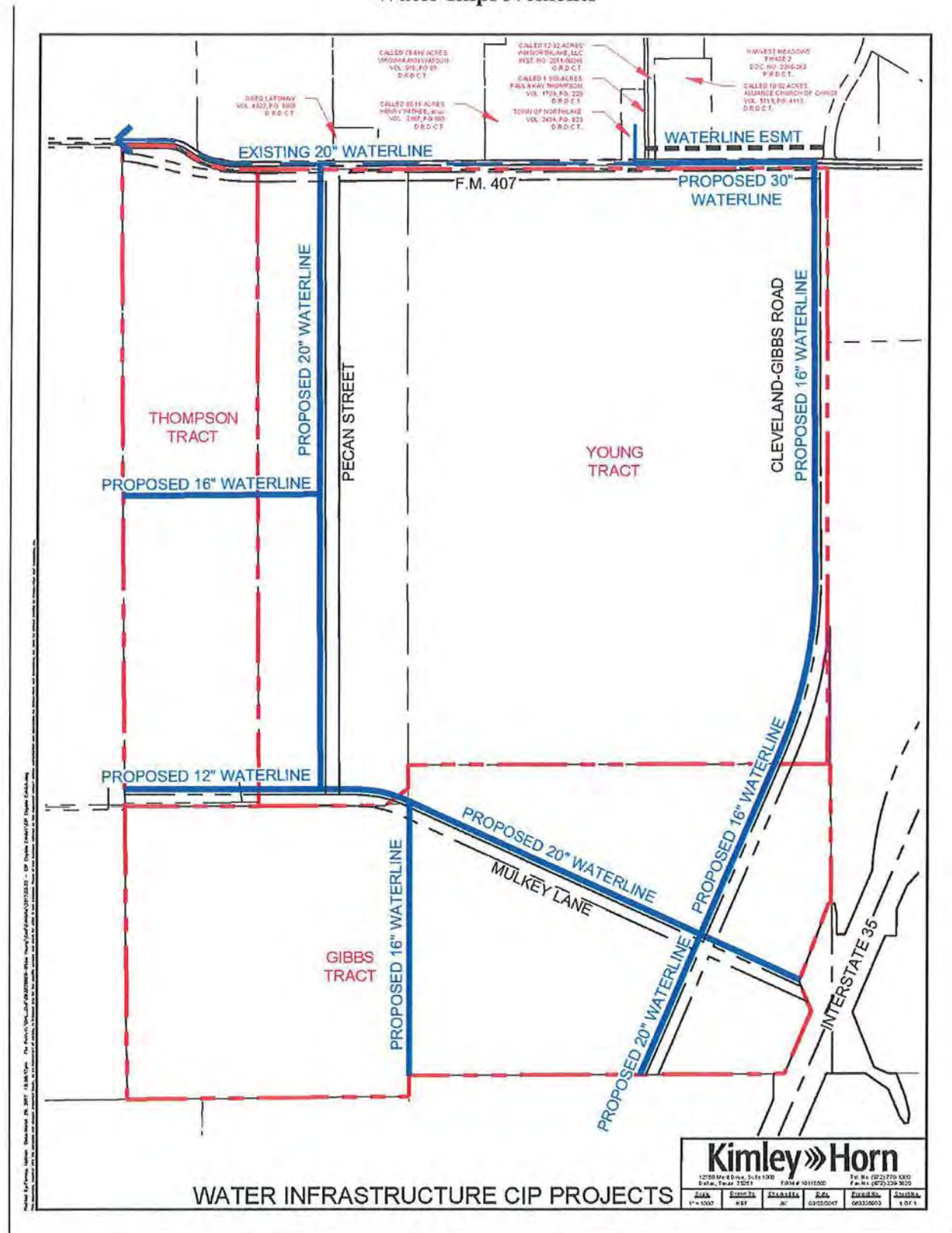
The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.

0 2,000 4,000
Scale in Feet



Exhibit H Roadway Improvements





REIMBURSEMENT AND COOPERATION AGREEMENT

This Reimbursement and Cooperation Agreement (this “**Agreement**”) is made to be effective as of May 1, 2021 (the “**Effective Date**”) and is entered into by and between HP Gibbs, LP, a Texas limited partnership, with an address of 3000 Turtle Creek Boulevard, Dallas, Texas 75219 (“**HP Gibbs**”) and the Town of Northlake, Texas, a Texas home-rule municipality, with an address of 1500 Commons Circle, Suite 300, Northlake, Texas 76226 (“**Northlake**”). HP Gibbs and Northlake may sometimes be referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, by that certain Right-of-Way Utility Construction and Utility Service Agreement dated October 30, 2003 (the “**ROW Agreement**”), Northlake and Northcrest Pipeline, Ltd. (“**Northcrest**”) agreed upon certain rights and obligations respecting, among other things, the operation and maintenance of a gas transmission pipeline at a right of way along Mulkey Lane, near the intersection of Mulkey Lane and Cleveland Gibbs Road, located in the Town of Northlake, Texas (the “**Pipeline**”);

WHEREAS, through various assignments, 1849 Midstream Partners, LLC (“**1849**”) succeeded to the rights of Northcrest under the ROW Agreement and is the current operator of the Pipeline;

WHEREAS, HP Gibbs is currently engaged in the development of the surface estate in the general vicinity of the Pipeline for residential and other real estate purposes;

WHEREAS, under the terms and provisions of Section 3 of the ROW Agreement (“**Section 3**”), Northlake has the right to require the relocation of 1849’s facilities as contemplated under the ROW Agreement, including the Pipeline;

WHEREAS, through TOASE (as defined below), Northlake has notified 1849 of its intention to commence a street improvement project that will require the relocation of certain facilities owned by 1849, including the Pipeline; and

WHEREAS, despite 1849’s obligations under the ROW Agreement, 1849 has indicated that it will resist Northlake’s efforts to require that 1849 move the Pipeline.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, the Parties hereby agree as follows:

1. Reimbursement. HP Gibbs agrees to reimburse Northlake for its reasonable and necessary attorneys’ fees and court costs that are actually incurred by Northlake during the Term (as defined below) in connection with any litigation or proceeding with 1849 or its affiliates that may arise specifically concerning Section 3 or the relocation of 1849’s facilities (collectively, the “**1849 Matter**”). Northlake may exclusively retain the law firm of Taylor Olson Adkins Sralla & Elam LLP (“**TOASE**”) for the 1849 Matter or, upon approval of HP Gibbs, may retain special counsel for the 1849 Matter if the litigation or proceeding warrants specialized expertise. HP Gibbs agrees to pay such attorneys’ fees and court costs within 30 days of receiving an invoice or other written request for payment. HP Gibbs acknowledges that Northlake may produce fee statements from TOASE or special counsel that are redacted to protect the attorney/client privilege, work product exemption, or other privileged information.

2. Cooperation. HP Gibbs agrees to reasonably cooperate and coordinate with Northlake and TOASE or special counsel in connection with the 1849 Matter. Northlake shall keep HP Gibbs advised of any and all settlement discussions Northlake may have concerning the 1849 Matter. Notwithstanding anything to the contrary herein, the Parties understand and agree that Northlake shall not be liable for any

contribution(s) toward settlement of the 1849 Matter or for any award of attorneys' fees against Northlake under any circumstance.

3. Term. This Agreement shall remain in effect for 24 months following the Effective Date, after which time this Agreement shall automatically terminate and be of no further force or effect, unless the Parties agree to extend this Agreement in a written instrument executed by both Parties prior to the date of automatic termination (such period this Agreement is in effect, the "***Term***").

4. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective administrators, representatives, successors and assigns.

5. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas, excluding its conflict of laws principles.

6. Entire Agreement; Amendment. This Agreement sets forth the Parties' entire agreement and understanding with respect to the subject matter hereof and supersedes all prior agreements, promises, covenants, arrangements, communications and understandings, whether oral or written, between the Parties. This Agreement may be amended only by a written instrument executed by both Parties.

7. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument. Electronic signatures (e.g., email in .pdf format) shall be deemed originals for all purposes.

[Remainder of page intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates reflected below but to be effective for all purposes as of the Effective Date.

HP GIBBS:

HP GIBBS, LP,
a Texas limited partnership

By: BOH Investments GP, LLC,
a Delaware limited liability company,
its general partner

By: _____

Name: _____

Title: _____

Date: _____

NORTHLAKE:

THE TOWN OF NORTHLAKE, TEXAS,
a Texas home-rule municipality

By: _____

Name: _____

Title: _____

Date: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.: TXDOT PROJECTS CSJ: 1311-01-055 EXTENSION OF FM 1171 FROM
IH 35 W TO WEST OF FM 156

SUBJECT: SUPPORT FOR EXTENSION OF FM 1171



GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

- In 2018, the Texas Department of Transportation (TXDOT), in conjunction with Denton County, held a public hearing to solicit comments of extending FM 1171
- Project would extend FM 1171 from IH 35W to west of FM 156
 - o Measure approximately 3.5 miles
 - o Consist of urban and rural sections
 - o Include divided roadway with 4 and 6 lane sections
 - o Provide accommodations for bicycles and pedestrians
- Typical rural section in Northlake
 - o 4-lane divided roadway
 - o 12' lanes, and 10' outside shoulders.
- Project accommodates expanding transportation demands and increase mobility and accessibility to the Town of Northlake and southwest Denton County.

COUNCIL ACTION:

- Approve support resolution



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-16

**FM 1171 TXDOT/DENTON COUNTY EXPANSION PROJECT
SUPPORT EXTENSION OF FM 1171 FROM IH-35W to WEST OF FM 156**

WHEREAS, the Town of Northlake is a home rule city lying and being situated within the County of Denton, State of Texas; and,

WHEREAS, the Texas Department of Transportation (TXDOT) is a Texas state agency responsible for the construction, maintenance and improvement of the State's major thoroughfares including Farm-to-Market roads; and,

WHEREAS, the Town of Northlake desires and supports the extension and construction of east-west transportation corridors, specifically Farm-to-Market Road (FM) 1171; and,

WHEREAS, FM 1171 is a major thoroughfare that provides and will provide mobility and access to southwest Denton County, which is experiencing unprecedented growth, particularly along the IH-35W corridor and surrounding region; and,

WHEREAS, the Town of Northlake desires and supports that Farm-to-Market Road 1171 be extended from IH-35W to west of FM 156 to accommodate expanding transportation needs resulting from population growth and economic development in the region; provide for increased mobility and accessibility in the region; and to improve east-west transportation facilities that serve and connect communities in the region.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

Section 1.

The Town of Northlake agrees and supports the extension of Farm-to-Market Road 1171 from Interstate 35W to west of Farm-to-Market Road 156.

Section 2.

The Town of Northlake encourages TXDOT and other state and local leaders to support construction and extension of FM 1171 as much needed relief for mobility and access in the region.

Section 3.

This Resolution shall become effective from and after its date of passage.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

DULY RESOLVED by the Town Council of the Town of Northlake, Texas, on this the **27th** day of **May 2021**.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.:

SUBJECT: CONTINUE WITH DECLARATION OF LOCAL AND PUBLIC HEALTH
EMERGENCY APRIL 23, 2020



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: MAY 27, 2021

REF. DOC.:

SUBJECT: DECLARATION OF LOCAL DISASTER SEVERE WEATHER
APPROVED AT FEBRUARY 25, 2021 MEETING



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: MAY 27, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: MAY 27, 2021
ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: MAY 27, 2021

ITEM: ADJOURNMENT

