

1. 5:30 P.M. Town Council Agenda

Documents:

[TOWN COUNCIL AGENDA 7-22-21.PDF](#)

1.I. 5:30 PM Town Council Packet

Documents:

[COUNCIL PACKET 7-22-21.PDF](#)

1.II. July 22, 2021 - MEETING SLIDE DECK

[JULY 22, 2021 - MEETING SLIDE DECK](#)



DAVID A. RETTIG, MAYOR

RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2
BRIAN MONTINI, COUNCIL PLACE 3

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

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
THURSDAY, JULY 22, 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, July 22, 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
Pledges of Allegiance to the US and Texas Flags
2. Announcements, Proclamations and Presentations
 - A. FY 2021 Quarterly Reports
 - Investment Report
 - Budget
 - B. FY 2022 Tax Rate and Financing Strategy
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.
 - C. Town Council Meeting Minutes 6-24-21
 - D. Resolution No. 21-21 Appointing Directors of Northlake Municipal Management District No. 1 of Denton County, a Conservation and Reclamation District located within the corporate limits of the Town of Northlake, Texas
 - E. Approval of an Interlocal Cooperation Agreements for Property Tax Assessment and Collection between Denton County and Town of Northlake

- i. Town of Northlake
- ii. Northlake Public Improvement District No. 1 (Harvest)
- iii. Northlake Public Improvement District No. 2 (The Highlands)

5. Action Items

- F. Approval of an Ordinance of the Town Council of the Town of Northlake, Texas, amending the Adopted Budget for the Fiscal Year October 1, 2020, through September 30, 2021; providing that expenditures for the said fiscal year shall be made in accordance with the said Amended Budget
 - i. Ordinance No. 21-0722A
- G. Approval of an Ordinance on the Comprehensive Plan amendment to change the future land use designation from MU – Mixed Use to BP – Business Park for the area generally located north of Victory Circle and south of Denton Creek and the future extension of FM 1171 and west of IH35W and east of FM 156
 - i. Public Hearing
 - ii. Ordinance No. 21-0722B
- H. Approval of an Ordinance on the Master Thoroughfare Plan amendment to amend the 2016 Master Thoroughfare Plan Update as amended, by replacing the Master Thoroughfare Plan Map
 - i. Public Hearing
 - ii. Ordinance No. 21-0722C
- I. Approval of a Resolution of the Town Council of the Town of Northlake, Texas, approving and authorizing the Town Manager to apply for the American Recovery Plan Act through the Texas Department of Emergency Management and accepting any and all grant funds awarded to the Town pursuant to such application
 - i. Resolution No. 21-22
- J. Approval of an Ordinance for a Specific Use Permit (SUP) for an accessory building to be constructed on Lot 14R2, Block A, Northlake Country Estates, a 9.167-acre lot located at 2250 FM 407, the northwest corner of FM 407 and Faught Road, and zoned Rural Residential (RR). Mohammad Khan is the owner/applicant. Case # SUP-21-001.
 - i. Public Hearing
 - ii. Ordinance No. 21-0722D
- K. Approval of an Ordinance Zoning change from RR – Rural Residential (min. 5 acres lots) /CRO - Conservation Residential Overlay to RE-PD – Rural Estate Planned Development (min. 2 acre lots) for an approximately 14.2855-acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located on the northeast corner of Florance Road and Strader Road/ Robson Ranch Road. Kenneth Frisby is the owner/applicant. Case # PD-21-003.
 - i. Public Hearing
 - ii. Ordinance No. 21-0722E
- L. Approval of an Ordinance Zoning change from I – Industrial to I-PD – Industrial Planned Development for an approximately 251-acre tract of land located on the east side of Harmonson Road at 10677 Harmonson Road. 6 McFarm LLC is the owner. Westgate Capital Group, LLC is the applicant. Case # PD-21-004.

- i. Public Hearing
 - ii. Ordinance No. 21-0722F
- M. Approval of a Resolution to authorize Town Manager to Execute Change Order No. 1 with Landmark Structures for the installation of Pressure Reducing Valve at a cost not to exceed \$175,000.00
 - i. Resolution No. 21-23
- N. Approval of a Resolution to authorize Town Manager to contract with Halff and Associates for design of Catherine Branch Wastewater Trunk Line Phase 2 at a cost not to exceed \$525,000.00
 - i. Resolution No. 21-24
- O. 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

6. Executive Session

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

- a. Section 551.071 Consultation with Attorney. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or 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 the provisions of Chapter 551, including the following items:
 - i. Development of the Hatfield, Brasher, Green tract of approximately 97.9 acres of land west of Faught Road; and
 - ii. 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
 - iii. Development of the IMA and AMI Development Groups tracts on approximately 6.4 acres of land north of FM 407; and
 - iv. Development of the Oneta Lee Cope Trust tract on approximately 69.0 acres of land located west of FM 156; and
 - v. Development of the Petrus Investments LP tracts on approximately 559.7 acres of land located east of FM 156; and
 - vi. Development and annexation of the CKD Holdings Inc Tracts 24.8-acre, 11.9-acre, and 1.8-acre tracts of land generally located north of Oliver Creek and west of FM 156 in the extraterritorial jurisdiction of the Town; and
 - vii. 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
 - viii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
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- b. Section 551.072 Deliberations about Real Property
 - i. Regarding purchase, exchange, lease or value of real property to be acquired as right-of-way out of 138.1 acre tract, Anderson Tract 1
- c. Section 551.087 Economic Development Negotiations
 - i. Potential amendment to Development Agreement approved October 10, 2020, between Town, NEDC, NCDC, and Foster, Lewis, Gierisch, and Weis

7. Reconvene into Open Session

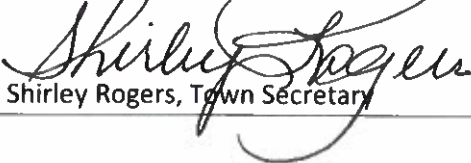
In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session

- P. Development Agreement with 6McFarm LLC and Westgate Capital Group LLC
- Q. Retail Sewer Service Agreement with Continental U.S. Management LLC
- R. Development Agreement with Westview Trails LLC

8. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on the 16th day of July 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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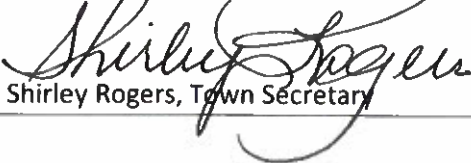
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: JULY 22, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: JULY 22, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC.: NORTHLAKE INVESTMENT POLICY UPDATED 2021

SUBJECT: FY 2021 THIRD QUARTER INVESTMENT REPORT (APR-JUN 2021)



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)
- Effectively Manage Public Resources (Council Goal)

BACKGROUND INFORMATION:

- Fiscal Year 2021, third quarter total cash and investment book value - \$36,041,319
- Third quarter total interest earnings - \$21,960
- Up 4% or \$988 from last quarter



Town of Northlake
Quarterly Investment Report
For the Quarter Ended June 30, 2021

13 Weeks Treasury Bill Yield: 0.16%

Wells Fargo Bank

APR: 0.16%
Avg WAM* in Days : N/A

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
Wells Fargo - Investment Account	\$ 3,648,587.02	\$ -	\$ -	\$ 1,455.73	\$ 3,650,042.75
Wells Fargo - General Account	\$ 5,276,105.17	\$ 8,440,862.82	\$ (7,075,831.13)	\$ -	\$ 6,641,136.86
Wells Fargo - Payroll Account	\$ -	\$ -	\$ -	\$ -	\$ -
First Financial Totals	\$ 8,924,692.19	\$ 8,440,862.82	\$ (7,075,831.13)	\$ 1,455.73	\$ 10,291,179.61

LOGIC

APR: 0.0588%
Avg WAM* in Days : 53

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
LOGIC - General Fund	\$ 6,318,602.94	\$ -	\$ -	\$ 1,153.24	\$ 6,319,756.18
LOGIC Totals	\$ 6,318,602.94	\$ -	\$ -	\$ 1,153.24	\$ 6,319,756.18

LAMAR

APR: 0.40%
Avg WAM* in Days : N/A

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
Lamar - ICS Accounts	\$19,411,082.60	\$ -	\$ (50.00)	\$ 19,351.42	\$ 19,430,384.02
LOGIC Totals	\$ 19,411,082.60	\$ -	\$ (50.00)	\$ 19,351.42	\$ 19,430,384.02
Total Cash & Investments	\$ 34,654,377.73	\$ 8,440,862.82	\$ (7,075,881.13)	\$ 21,960.39	\$ 36,041,319.81

*WAM (Weighted Average Maturity) is the mean average of the periods of time remaining until the securities held are (1) scheduled to be repaid or (2) would be repaid upon demand or (3) are scheduled to have their interest rate readjusted to reflect current market rates.

The undersigned serves as the Investment Officer for the Town of Northlake. I certify that all instruments held in the Town's investment portfolios for the period April 1, 2021 through June 30, 2021 (a) met the investment guidelines and complied with the investment strategies as authorized by the Town's Investment Policies, and (b) did not violate any applicable provisions of section 2256 of the Government Code of Texas.

SIGNED:

INVESTMENT OFFICER

Drew Corn

DATE

7/14/21

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

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

SUBJECT: FISCAL YEAR 2021-2022 TAX RATE AND FINANCING STRATEGY



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Strategy to Meet Council Goals
 - o Maintain low tax rate of \$0.295 per \$100 assessed value
 - o Maximize maintenance and operation revenue to maintain service levels
 - o Utilize revenue growth to make one-time debt paydown
- Implementation of Strategy
 - o Issue 2021 Certificates of Obligation for Catherine Branch Sewer Line Phase 2
 - o Debt service pre-payment
 - o Propose tax rate at \$0.295 utilizing de minimus rate
- Future Key Budget Dates
 - o August 12, 2021 – FY 2022 Proposed Budget Presentation
 - o September 9, 2021 – FY 2022 Budget and Tax Rate Adoption

COUNCIL DIRECTION:

- Provide direction and input regarding tax rate and financing strategy



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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

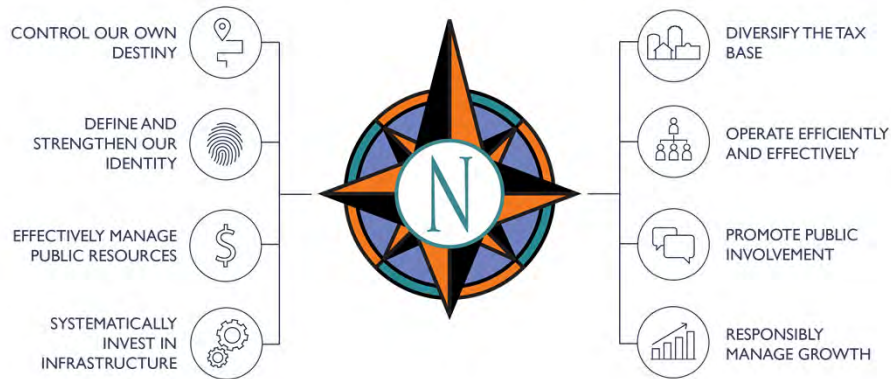
Accountability, Respect, Integrity, Service Excellence, Ethics, and Stewardship




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2

COUNCIL STRATEGIC GOALS



3

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

FY 2022 TAX RATE STRATEGY

- Maintain low tax rate of \$0.295 per \$100 assessed value
- Maximize M&O rate to maintain Town service levels
- Utilize revenue growth to make one-time debt paydown



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5

MAXIMIZE (M&O) RATE MAINTAINING TOWN SERVICE LEVELS

- Allows for additional \$500,000 for Maintenance & Operations
- Preserves \$0.295 tax rate
- Captures M&O
 - New capital projects
 - New positions

M&O Tax Rate Options	
Over 8% or De Minimus	• Automatic Election
\$500K increase to M&O	• "De Minimus Rate"
	• May Petition for Election
Up to 8% increase on existing tax base	• "Voter Approved Rate"
	• No Election/No Petition

*Small Cities under 30,000

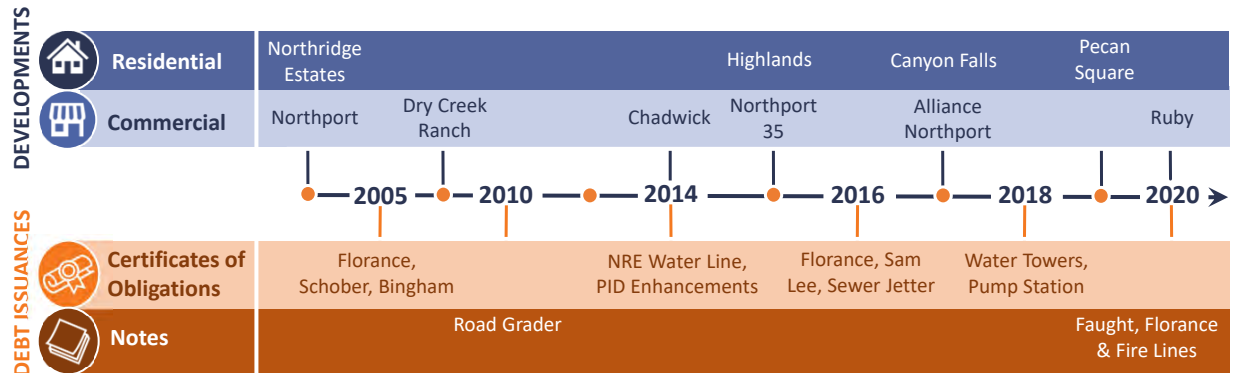


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6

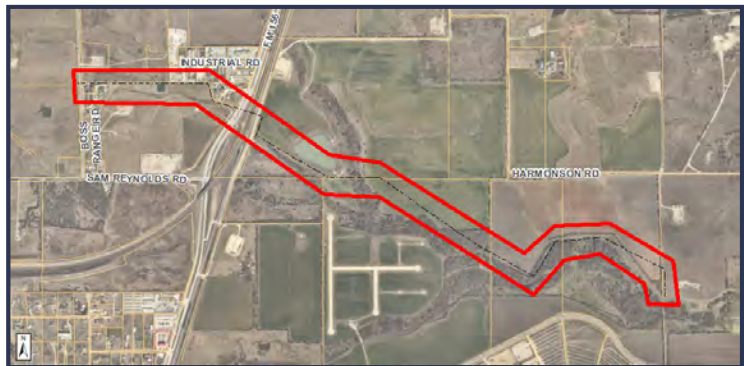
LEVERAGING DEVELOPMENT INVESTING IN INFRASTRUCTURE



7

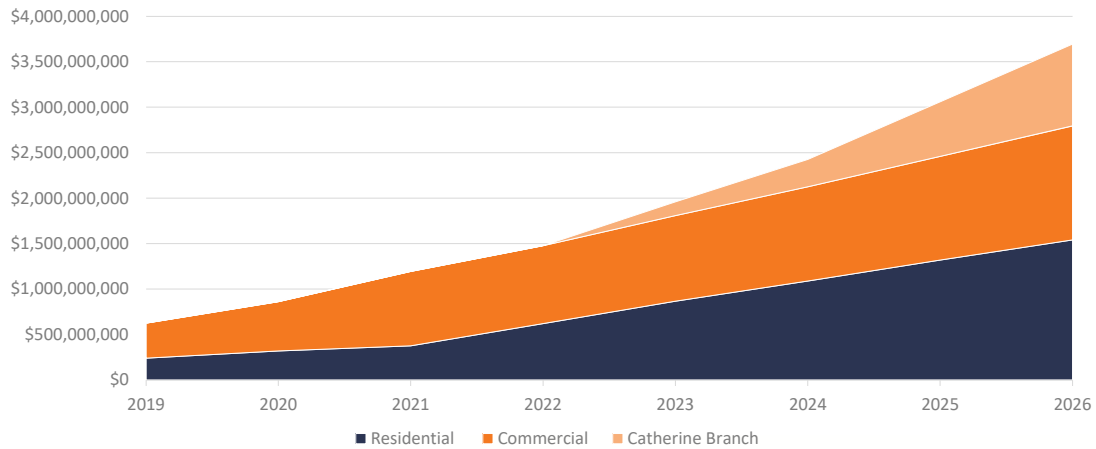
PROPOSED FINANCING SERIES 2021 CERTIFICATES OF OBLIGATION

- \$7,500,000 par value
- Projects
 - Catherine Branch Phase 2
 - Main Trunk Line Route Study
 - Oversizing Participation
- Debt Service Balance
 - Maintains \$0.295 tax rate
 - Lowers I&S rate portion
 - Does not raise utility rates



8

CATHERINE BRANCH PROJECT IMPACT TO PROPERTY TAX BASE



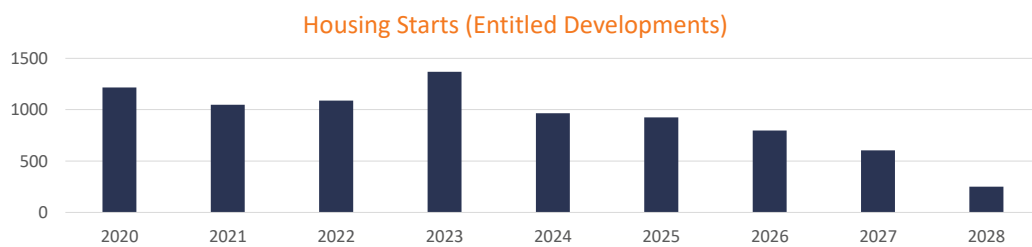
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9

SERIES 2021 PAYDOWN USING ONE-TIME REVENUE FROM GROWTH

- Record development activity and growth
- Generating one-time, short-term revenue
- Proposed large debt service paydown
- Avoids utility rate increase



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10

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

TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: JULY 22, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: JULY 22, 2021

ITEM: CONSENT ITEMS





DAVID A. RETTIG, MAYOR

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**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES OF JUNE 24, 2021
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

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

Roll Call:

David Rettig, Mayor

Michael Ganz, Place 2

Roger Sessions, Place 4

Wes Boyer, Place 6

Rena Hardeman, Place 1

Brian Montini, Mayor Pro Tem

Bill Moore, Place 5

Staff present:

Drew Corn, Town Manager

John Zagurski, Finance Director

Robert Crawford, Police Chief

Shirley Rogers, Town Secretary

Nathan Reddin, Development Director

Leann Oliver, Court Administrator

Eric Tamayo, Public Works Director

Michael Coleman, Captain PD

Consultants present:

Ashley Dierker, Legal Counsel

Ben McGahey, PE, Town Engineer

Invocation given by Pastor Justin Burris, Northlake Bible Church

Mayor Rettig led the audience in the Pledges of Allegiance to US and Texas Flags

2. Announcements, Proclamations and Presentations

A. Eric Broadway presented a proposed concept plan for the development of tracts of land totaling 248 acres, 98 acres ETJ and 150 in Town limits on the Knox/Faught Development Proposal

- Relocating the north entrance on the Knox property from Faught Rd to Evelyn Ln
- Dedicating property necessary to realign and connect Evelyn Ln with Old Justin Road
- Agreeing to construct Evelyn Ln connector road
- Lot layouts ensuring no lots or driveways fronting on Faught Rd
- Providing large open spaces, green space and extensive natural trails along Faught Rd
- Reduced the number of lots from 80 to 60 lot equestrian community with large lots, trails and green space
- Include equestrian center, arena, stables and lots connecting to riding trails

Mayor Rettig opened the floor for Public Input on this item:

- Cathy Green, Major League Realty, expressed her support on the benefit of the proposed project on behalf of the Faught Family and developer. Stated the Faught Family had owned that property since 1924, paid their share of taxes throughout the years, they wanted to see a quality development and believe this is a desirable project for their land. With the construction of a water line and improvements to Evelyn Lane, believes the developer is making a huge contribution to the town.
- Stardust Ranch Resident Michaela Monson stated her support for the Knox Faught Development, the Faught Family has been very courteous to the surrounding neighborhoods. Appreciates the developer working with the town to develop fewer lots.
- Stardust Ranch Resident Gage Gilham commented he lived on a 5 acre lot and would like to see larger lots on the west side of the development that backs up to his property.
- Stardust Ranch Resident Susan Boryca stated her support, shares property line with the equestrian center but has concerns with rainwater drainage management, resizing the lots on the west side to at least a two acre lot to maintain that rural feel and design for 5 acre lots throughout the development. Appreciated the town council for allowing discussion on this project during the planning stages.
- Stardust Ranch Resident Gary Grant stated his support of the development but is against the 1 acre lots. His five acre lot backs up to the proposed 1 acre lot in the development. Would like to see at least a 2 acre lots on the west side. Water drainage is a concern for a denser development.
- Brian's Place Resident Lesley Miley stated her support of the development, the best layout she has seen in the past few years but did not want to see the back of houses across from her property on Faught Road. Would like to see some additional concessions made.
- Northlake Resident Joel McGregor stated he was in support of the development, believes a property owner should be able to develop their land but stated he was against using a TIF for the infrastructure improvements.
- Prairie View Farms Resident Sonya Wooley stated her support for the development, thankful for the changes to the Knox property, less streets onto Faught Road. Would like clarification from the developer on exterior fences, sidewalks and easements on the Faught property and would hope the town plans accordingly on any improvements to Faught Road and to not take any additional property from her front yard.

At this time, Mayor Rettig stated he had received an email he would like to include in the record.

- Stardust Ranch Residents James & Autumn Gonzalez stated their opposition to the proposed Faught development – believed with the one acre lots behind their property would remove privacy, have significant drainage issues with the back lot of their property and with one acre lots, would only further damage and make issues worse. Would like for council to deny the one acre lots, concerned for speeding on Robson Ranch Road

*Before the meeting, Council Member Wes Boyer filed a Conflict of Interest Affidavit with the Town Secretary stating he had an equitable or legal ownership on real property with a fair market value of at least \$2500 butting up to the proposed Faught Development and would refrain from discussions on this item.

- B. FY 2022 Departmental and Programmatic Budgets
Town Manager - Drew Corn, gave the FY 2022 Operational Overview including the Market Adjustment, O & M Revenue and Expenditures, Cost Center. Each department - Public Works, Finance, Development Service, Police, Municipal Court, Communications & Marketing, Town Secretary and Town Manager gave an overview including accomplishments and goals, changes & requests, workload measures and expenditures

3. Public Input

- Resident Joel McGregor commented about the timing of a traffic light at the intersection of SH 114 and Cleveland Gibbs Road, asked if something could be done and/or someone contacted at TxDOT to check into the timing issue. Would like to see more information on revenues and expenditures on the water utility fund. Believes the fund should fully support itself.

4. Consent Items

- C. Council Member Sessions made the motion to approve the Town Council Meeting Minutes 6-10-21. 2nd by Council Member Hardeman
Vote: motion passed unanimous
For: Sessions, Hardeman, Ganz, Montini, Rettig, Moore, Boyer
Against: none

5. Action Items

- D. Council Member Ganz made the motion to approve Ordinance No. 21-0624 of the Town amending Article 7.05 of the Code of Ordinances, amending regulations related to Solid Waste Removal. 2nd by Council Member Sessions
Vote: motion passed unanimous
For: Ganz, Sessions, Boyer, Moore, Rettig, Montini, Hardeman
Against: none
- F. Council Member Sessions made the motion to cancel the July 8th 2021 council meeting. 2nd by Council Member Hardeman
Vote: motion passed unanimous
For: Sessions, Hardeman, Ganz, Montini, Rettig, Moore, Boyer
Against: none
- G. No action taken - 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

Mayor Rettig recused himself on Item E, while he is not legally bound to refrain from discussion, as a condition of his employment, his employer - an investment firm, asked him to not participate in discussions relating to bonds. Mayor Rettig turned to the meeting over to Mayor Pro Tem Montini and left the meeting room

- E. Council Member Sessions made the motion to approve Resolution No. 21-20 Series 2021 Certificate of Obligations Reimbursement. 2nd by Council Member Moore

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

6. By general consent, Mayor Pro Tem Montini convened the council into Executive Session at 8:49 pm pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D on the items listed below:

a. Section 551.071 Consultation with Attorney. The Town Council may convene in executive session to conduct a private consultation with its attorney on any legally posted agenda item, when the Town Council seeks the advice of its attorney about pending or contemplated litigation, a settlement offer, or 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 the provisions of Chapter 551, including the following items:

- i. 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
- ii. Development of the IMA and AMI Development Groups tracts on approximately 6.4 acres of land north of FM 407; and
- iii. Development of the US Continental Corp. tract on approximately 60.5 acres of land located east of Boss Range Road; and
- iv. Development of the Westview Trails LLC tracts on approximately 136.0 acres of land located west of Boss Range Road; and
- v. Development of the Oneta Lee Cope Trust tract on approximately 69.0 acres of land located west of FM 156; and
- vi. Development of the Petrus Investments LP tracts on approximately 559.7 acres of land located east of FM 156; and
- vii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
- viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

b. Section 551.072 Deliberations about Real Property

- i. Regarding the purchase, exchange, lease or value of real property to be acquired as right-of-way out of 22.3-acre tract, UST Addition, Block A, Lot 1

c. Section 551.087 Economic Development Negotiations.

- i. Potential amendment to Development Agreement approved October 10, 2020, between Town, EDC and CDC, Foster, Lewis, Gierisch and Weis for a commercial development to be located on approx. 122 acres of land located south of Harmonson Road and north of Dale Earnhardt Way
- 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 located east of Harmonson Road

7. Mayor Rettig reconvened the council into Open Session at 10:06 pm. No action was taken as a result of the closed session.
8. Mayor Rettig adjourned the meeting at 10:06 pm

Passed and approved by the Town Council on this the 22nd day of July 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC.: LOCAL GOV'T. CODE, SECTION 375.064, RECOMMENDATION FOR
SUCCEEDING MUNICIPAL MANAGEMENT DISTRICT BOARD

SUBJECT: NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1 (PECAN
SQUARE) BOARD APPOINTMENTS



STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; plan & budget for future community amenities (Council Goals)

BACKGROUND INFORMATION:

- Five members recommended by property owners and appointed by Town Council
- Four-year overlapping terms
- Three board member terms expire on August 9, 2021
- Town Council may only appoint recommended persons
- Recommended qualified persons:
 - Ryan Walker Griffin
 - Drew Corn
 - Rane Pearson
- Brief bios attached for review

COUNCIL ACTION:

- Appoint three named persons to Northlake MMD No. 1 Board



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-21

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

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

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

WHEREAS, three (3) director terms are to expire on August 9, 2021; and

WHEREAS, the Board of Directors of the District, acting in accordance with the applicable provisions of Section 375.064 of the Texas Local Government Code, submitted to the Town a Petition for Appointment of Voting Directors for Northlake Municipal Management District No. 1, dated June 16, 2021, recommending Ryan Walker Griffin, Drew Corn and Rane Pearson to serve as voting directors for the three (3) positions which expire on August 9, 2021; and

WHEREAS, the District desires that the Town appoint Ryan Walker Griffin, Drew Corn and Rane Pearson to serve as voting directors of the District, each to serve a four (4) year term which shall expire on August 9, 2025.

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

SECTION 1. That Ryan Walker Griffin, Drew Corn and Rane Pearson be appointed to serve as directors for Northlake Municipal Management District No. 1, each to serve a four (4) year term which shall expire on August 9, 2025.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas on this 22nd day of July 2021.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary

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

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

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

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

I.

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

II.

Pursuant to Section 375.064 of the Texas Local Government Code, the Town shall appoint voting directors from persons recommended by the Board of Directors and the owners of a majority of the assessed value of property subject to assessment by the District. The Board of Directors and landowner hereby recommend the following named persons to serve as voting directors for the District for the three (3) positions which shall expire on August 9, 2021:

Ryan Walker Griffin
Drew Corn
Rane Pearson

III.

Wherefore, the undersigned respectfully pray that this Petition be properly received and filed as provided by law and that the Town appoint the following three (3) named persons as voting directors of Northlake Municipal Management District No. 1 of Denton County, each to serve a four (4) year term which terms shall expire on August 9, 2021:

Ryan Walker Griffin
Drew Corn
Rane Pearson

Respectfully submitted this 16th day of June, 2021.

PETITIONER:

NORTHLAKE MUNICIPAL MANAGEMENT
DISTRICT NO. 1 OF DENTON COUNTY



President, Board of Directors

ATTEST:



Secretary, Board of Directors

(DISTRICT SEAL)



NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 1
OF DENTON COUNTY

c/o Coats Rose, P.C.
14755 Preston Road, Suite 600
Dallas, Texas 75254

Ryan Griffin

Mr. Griffin is a Managing Partner of Rockhill Investments, a respected commercial and residential turnkey developer in North Texas, and the president of FCS Construction, LP, a mid-sized excavation company in Frisco, Texas. As a founding member of Rockhill and president of FCS, he has over a decade of real estate development experience in the North Texas area and contributed to the exponential growth in the region, including creating special purpose districts similar to Northlake MMD No. 1. Mr. Griffin received his bachelor's degree in marketing and real estate from Baylor University.

Drew Corn

A native of North Texas, Mr. Corn is the Town Manager of Northlake, Texas. After receiving his Masters in Public Administration from the University of North Texas in 1995, he went on to work with municipal governments for over 25 years and has extensive experience with economic development and strategic planning, and ensures that Northlake residents' interests are represented in his role as Town Manager and as a member of the Board of Directors for Northlake MMD No. 1. Mr. Corn is a member of the International City/County Management Association and Texas City Management Association.

Rane Pearson

Mr. Pearson is a self-employed real estate broker, developer, and investor with wide-ranging experience in development, land acquisition, and accounting. Mr. Pearson is also Chief Financial Officer and a Partner of a commercial development company with experience developing industrial and retail developments. Having worked for two different large home developers, he has extensive real estate and public finance expertise that would serve him well as a Board member for a special purpose district such as Northlake MMD No. 1.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC.: TEXAS TAX CODE, SECTION 6.23

SUBJECT: INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX
ASSESSMENT AND COLLECTIONS



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Operate Efficiently and Effectively (Council Goal)

BACKGROUND INFORMATION:

- Denton County Tax Assessor Collector provides property tax assessment and collections services
- Contract period one year with one automatic renewal option
- Cost based on taxable value
- Tax Assessor Collector also calculates legislatively mandated tax rate calculations
- Tax Assessor Collector provides services to majority of taxing entities in Denton County
- Three agreements necessary due to three taxing jurisdictions:
 - Town of Northlake
 - Northlake Public Improvement District #1 (Harvest)
 - Northlake Public Improvement District #2 (Highlands)

COUNCIL ACTION:

- Approve Interlocal Agreement with Denton County Tax Assessor Collector



THE STATE OF TEXAS §

COUNTY OF DENTON §

INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY TAX

ASSESSMENT AND COLLECTION BETWEEN

DENTON COUNTY, TEXAS AND CITY/TOWN OF
_____, TEXAS

INTERLOCAL COOPERATION AGREEMENT –TAX COLLECTION

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

WHEREAS, COUNTY and **MUNICIPALITY** mutually desire to be subject to the provisions of Texas Government Code, Chapter 791 (the Interlocal Cooperation Act), and Section 6.24 of the Texas Tax Code; and;

WHEREAS, MUNICIPALITY has the authority to contract with the **COUNTY** for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and **COUNTY** has the authority to so act.

NOW THEREFORE, COUNTY and **MUNICIPALITY**, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year beginning on the effective date and ending on, September 30, 2022. The initial term of the Agreement is for tax year 2021 property tax rate calculation, billing and collection services. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **MUNICIPALITY** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to

the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor/collector, shall serve as tax assessor/collector for **MUNICIPALITY** for ad valorem tax collection for the tax year. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily, monthly and annual collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings, approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Property Tax Code Chapter 31 from available current tax collections of **MUNICIPALITY**; and to meet the requirements of Section 26.04 and Chapter 42, Subchapter C and develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations. If daily disbursal is to be delayed, **COUNTY** will notify **MUNICIPALITY** in the secured web entity folder the reason for the delay.

3. **COUNTY** further agrees that it will make for **MUNICIPALITY** the property tax rate calculations required by Property Code Section 26.04 (currently identified in the Section by the terms "no new revenue tax rate" and "voter-approval tax rate"), and will do so in accordance with all requirements therein. All such rate calculations will be performed using only the Texas State Comptroller's "Truth In Taxation" formulas, and at no additional cost to **MUNICIPALITY**. The information concerning the rate calculations described in this Article II.3 and publications will be provided to **MUNICIPALITY** in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Property Tax Code Chapter 26. **MUNICIPALITY** shall be responsible for all publications as required by Chapter 26 . In the event **MUNICIPALITY** requires early calculation based on certified estimate values, **COUNTY** will perform the tax rate calculations described in this Article II.3. and provide the required publications to **MUNICIPALITY** in the same manner as performing the tax rate calculations pursuant to the annual appraisal district reports required to be Certified on July 25 of each tax year.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices as required by Chapter 26 of the Property Tax Code if **MUNICIPALITY** requests such no less than 7 days in advance of the intended publication date. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY** and Property Tax Code Chapter 26. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**. **COUNTY** will update tax transparency databases, as required in Property Tax Code Sections 26.17(b),(5A,B),(7),(12),(13) and 26.17(e)(2) with applicable Truth In Taxation

worksheets and Notices. **MUNICIPALITY** is responsible for any other required information posted on a tax transparency database. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Property Tax Code and all other applicable Texas statutes. **COUNTY** will submit to **MUNICIPALITY** approval forms of the tax rate calculation and required notices. **MUNICIPALITY** must return executed approval forms to tax assessor/collector as required by law and this agreement.

5. Should **MUNICIPALITY** vote to increase its tax rate above the statutory voter approval limit (also known as the "rollback" or the "voter approval" rate), the required publication of notices shall be the responsibility of the **MUNICIPALITY**. Should **MUNICIPALITY** roll back the tax rate as a result of Tax Rate Election, the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the tax assessor/collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes that are not paid by January 31st of the collection year.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

MUNICIPALITY accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

MUNICIPALITY understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

VII.

For the services rendered during the tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10th of the tax year or as soon thereafter as practical. The **MUNICIPALITY** must adopt its tax year tax rate on or before September 30th of the applicable tax year, if that rate does not exceed the voter-approval tax rate. **MUNICIPALITY** must adopt a tax rate that exceeds the voter-approval tax rate not later than the deadline set forth in Property Tax Code Section 26.05(a) and Election Code 3.005 and 41.001. In order to expedite mailing of tax statements, **MUNICIPALITY** shall adopt and then deliver its adopted tax rate to **COUNTY** no later than the applicable adoption deadline described herein. Failure by **MUNICIPALITY** to adopt and then deliver the adopted tax rate to **COUNTY** by said applicable adoption deadline may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. An additional notice will be sent

during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the rate charged during the preceding term will apply.

2. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

3. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent tax statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent taxes.

4. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent taxes not including February 33.11 notices.

6. In event of a tax rate change resulting from a rollback or tax approval election that takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY**, pursuant to Property Tax Code Section 26.07(f) or 26.075(j) will mail corrected statements to the owner of each property. The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g) or 26.075(k) **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31st of the tax year, deduct from current collections of **MUNICIPALITY** the "Total Cost" of providing all services described in Sections 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **MUNICIPALITY**'s preceding tax year Tax Roll on September 30th of the tax year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable tax year, provided notice of that rate is provided to **MUNICIPALITY** as described in Sections 1 and 8 of this Article VII. In the event **COUNTY** does not provide **MUNICIPALITY** with said notice, the per parcel rate charged during the preceding term will apply.

In the event that a rollback or tax rate approval election as described in Section 6 of this Article VII takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in Section 1 of this Article VII, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing tax collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each tax year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **MUNICIPALITY** with written notice of that rate.

VIII.

COUNTY agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories, as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts, as applicable, specified on the Direct Deposit Authorization executed between the **MUNICIPALITY** and **COUNTY**. Only in the event

of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected taxes until such time as payment is remitted

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the

governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

MUNICIPALITY:

XII.

MUNICIPALITY hereby designates _____ to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY**'s designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any,

in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____
20____.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

MUNICIPALITY

City/Town:
Street address:
City, state, zip:
Email:
Phone:

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND**

**CITY/TOWN OF _____PUBLIC
IMPROVEMENT DISTRICT _____**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

PUBLIC IMPROVEMENT DISTRICT # _____, hereinafter referred to as **DISTRICT**, and has levied special rate based assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and CITY/TOWN, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursement is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the duplicate or

erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the

terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person,

persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN's**

governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment rate roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessments/tax statement each year. The **DISTRICT** rate based assessment shall be entered in to the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and

mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article

VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered

or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

XII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____ 20____.

COUNTY

CITY/TOWN

Denton County Texas
110 West Hickory
Denton, Texas 76201

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Attorney Denton County

Tax Assessor/Collector

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR PROPERTY
ASSESSMENTSASSESSMENT AND COLLECTION BETWEEN DENTON
COUNTY, TEXAS AND**

**CITY/TOWN OF _____PUBLIC
IMPROVEMENT DISTRICT _____**

**INTERLOCAL COOPERATION AGREEMENT –
ASSESSMENTS COLLECTION**

THIS AGREEMENT is made and entered into by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and _____, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**CITY/TOWN**."

WHEREAS, **COUNTY** and **CITY/TOWN** mutually desire to be subject to the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation Act; and

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code, Subchapter A, **CITY/TOWN** has created the

PUBLIC IMPROVEMENT DISTRICT # _____, hereinafter referred to as **DISTRICT**, and has levied special rate based assessments on properties within the boundaries of the **CITY/TOWN**, and

WHEREAS, pursuant to §372.0175 of the Texas Local Government Code, **CITY/TOWN** has the authority to contract with the **COUNTY** to perform the duties of **CITY/TOWN** relating to collection of special assessments levied by **DISTRICT** under Chapter 372, Subchapter A, and,

NOW THEREFORE, COUNTY and CITY/TOWN, for and in consideration of the mutual promises, covenants, and agreements herein contained, do agree as follows:

Throughout this Agreement, the term "Property Tax Code" means Title 1 of the Texas Tax Code. Throughout this Agreement, the term "tax year" means the calendar year in which the applicable tax lien attaches to the taxable property. The term "collection year" refers to the period commencing on October 1st of the applicable tax year and continuing through the end of the applicable term (September 30th of the following year), in which collection and billing services are to be performed under this Agreement.

I.

The effective date of this Agreement shall be October 1, 2021. The initial term of this Agreement shall be for a period of one year commencing October 1, 2021 and ending September 30, 2022. Following the initial term, this Agreement shall automatically renew for subsequent one-year terms, unless written notice of termination is provided by **COUNTY** or **CITY/TOWN** no later than one hundred-eighty (180) days prior to the expiration date of the then-current term of the Agreement. If said notice is provided, this Agreement shall terminate at the end of the then-current term. Each renewal term shall be for property tax rate calculation, billing and collection services for the applicable tax year (the first renewal term will be for tax year 2022, the second renewal terms for tax year 2023, etc.).

II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **CITY/TOWN** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall collect **DISTRICT** rate based assessments for current tax year. **CITY/TOWN** does hereby expressly authorize **COUNTY** and **COUNTY** agrees to do and perform for **CITY/TOWN** all acts necessary and proper to collect said **DISTRICT** assessments. **COUNTY** agrees to collect base assessments, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all assessment statements (included on the tax statement for each parcel, provide daily, monthly and annual collection reports to **CITY/TOWN**, maintain both current and delinquent assessment rolls, disburse assessment monies to **CITY/TOWN** daily (business day) based on prior day assessment postings, and to develop and maintain such other records and forms as are necessary or required by State law, rules or regulations to **CITY/TOWN**. If daily disbursement is to be delayed, **COUNTY** will notify **CITY/TOWN** in the secured web entity folder the reason for the delay.

3. If **COUNTY** determines, based on **DISTRICT** assessment roll, that a person erred in paying a **DISTRICT** assessment by making a duplicate or erroneous payment **COUNTY** agrees to refund the payment to the person who erred in making it from current **DISTRICT** assessment collections. **COUNTY** agrees that such refund will be made as soon as practicable after **COUNTY** discovers the duplicate or

erroneous payment. The refund shall be accompanied by a description of the property subject to the assessment sufficient to identify the property. If the property is assigned an account number, **COUNTY** shall include that number.

4. If **COUNTY** determines, based on **DISTRICT** assessment roll, that there has been an overpayment of a **DISTRICT** assessment, **COUNTY** shall send the owner a refund application. Upon owner's return of the accurate and fully completed refund application, **COUNTY** will issue, from current **DISTRICT** assessment collections, a refund of the overpayment.

5. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **CITY/TOWN**, and to promptly furnish written reports to keep **CITY/TOWN** informed of all financial information affecting it.

6. **CITY/TOWN** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of assessments, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

7. **COUNTY** agrees to allow an audit of the assessment collection records of **CITY/TOWN** in **COUNTY'S** possession during normal working hours with at least 72 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **CITY/TOWN**. A copy of any and all such audits shall be furnished to **COUNTY**.

8. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent assessment penalties will apply to all assessments that are not paid by January 31st of the collection year.

9. **COUNTY** agrees that it will post to a secure website collection reports for **CITY/TOWN** listing current assessments, delinquent assessments, and penalties and interest on a daily basis through September 30th of the collection year. **COUNTY** will provide monthly collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

10. **CITY/TOWN** retains its right to select its own delinquent collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **CITY/TOWN** in the collection of delinquent assessments and related activities.

11. **CITY/TOWN** will provide **COUNTY** with notice of any change in collection attorney at least 7 days before the effective date of the new collection attorney contract.

12. For assessments that become delinquent on February 1st of the tax year, **COUNTY**, in its sole discretion, may mail a reminder notice to the owner of each parcel having delinquent assessments.

III.

COUNTY hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **CITY/TOWN**. The County Tax Assessor/Collector, and/or his/her designated substitute, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the

terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **CITY/TOWN**. This Agreement is subject to and the parties herein shall comply with all applicable provisions of the Texas Property Tax Code and all other applicable Texas statutes.

IV.

COUNTY accepts responsibility for the acts, negligence, and/or omissions related to property assessments service of all **COUNTY** employees and agents, sub-contractors and/or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

It is understood and agreed between **COUNTY** and **CITY/TOWN** that the **CITY/TOWN**, in performing its obligations hereunder, is acting independently, and the **COUNTY** assumes no responsibility or liabilities in connection therewith to third parties. It is further understood and agreed between **COUNTY** and **CITY/TOWN** that the **COUNTY**, in performing its obligations hereunder, is acting independently, and the **CITY/TOWN** assumes no responsibilities in connection therewith to third parties. Nothing in this **AGREEMENT** is intended to benefit any third party beneficiary.

CITY/TOWN agrees that it will protect, defend, indemnify, and hold harmless **COUNTY** and all of its officers, agents, and employees from and against all claims, demands, causes of action, damages, judgments, losses and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages received or sustained by person,

persons, or property, on account of or arising out of, or in connection with the performance of the services, including without limiting the generality of the foregoing, any negligent act or omission of the **CITY/TOWN** or any employee, officer, agent, subcontractor, servant, invitee, or assignee of the **CITY/TOWN** in the execution or performance of this **AGREEMENT**. This provision shall survive the termination of this **AGREEMENT**.

V.

CITY/TOWN accepts responsibility for the acts, negligence, and/or omissions of all **CITY/TOWN** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **CITY/TOWN** to the extent allowed by law.

VI.

CITY/TOWN understands and agrees that **CITY/TOWN**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **CITY/TOWN**.

VII.

For the services rendered during the assessment year, **CITY/TOWN** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of assessment statements as follows:

1. The current assessment statements will be mailed by October 10th of the assessments year or as soon thereafter as practical. If **CITY/TOWN** does not provide **COUNTY** with the assessment rate levied and the assessment roll by **CITY/TOWN's**

governing body under Local Government Code Section 372.017 on or before September 10th, **COUNTY** may charge a \$5,000 late processing fee, plus the per statement fee not to exceed \$1.00 each. The assessment rate roll is to be accompanied by the resolution passed by the governing body for the current assessment year. All assessments become due on receipt of the assessments/tax statement each year. The **DISTRICT** rate based assessment shall be entered in to the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the **APPRAISAL DISTRICT** records submitted to **COUNTY**. An additional notice will be sent during the month of March following the initial mailing provided that **CITY/TOWN** has requested such a notice on or before February 28th of the collection year. During the initial term of this Agreement, the fee for this service will be **\$1.00** per statement. During the first and second renewal terms of this Agreement, the fee for this service will be the per statement rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 8 of this Article VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the rate charged during the preceding term will apply.

2. All unpaid assessments become delinquent on February 1st of the year following the assessment year. Penalty and interest fees accrue at the same rate and time schedule as the same year's ad valorem property tax. (Property Tax Code, Section 31.02(a), and 33.01(a)).

3. Delinquent assessment collection attorneys become involved at the same times as do the delinquent ad valorem property tax attorneys. (Property Tax Code, Sections 6.30, 33.07, 33.08, 33.11, and 33.48)

4. At least 30 days, but no more than 60 days prior to April 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.11 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

5. At least 30 days, but no more than 60 days prior to July 1st of the collection year and following the initial mailing, a delinquent assessments statement meeting the requirements of Section 33.07 of the Property Tax Code will be mailed to the owner of each parcel having delinquent assessments.

6. For accounts that become delinquent on or after June 1st of the collection year, **COUNTY** shall mail a delinquent assessments statement meeting the requirements of Section 33.08 of the Property Tax Code to the owner of each parcel having delinquent assessments.

7. In the event **DISTRICT** levies a supplemental corrected rate based assessment by order of its governing body after the assessment statements have already been mailed, **CITY/TOWN** shall provide **COUNTY** with an updated assessment roll identifying the corrected rate based assessments levied by **DISTRICT'S** governing body under Local Government Code Section 372.017, as corrected by any supplemental assessments levied by its governing body under Section 372.019. **CITY/TOWN** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each affected parcel. County will charge a fee for preparing and

mailing will be at rate not to exceed **\$1.00** per corrected statement. The **DISTRICT** rate based assessment shall be entered into the **COUNTY** records as a rate and applied to the taxable value of the properties assessed by the **DISTRICT** as reflected on the Appraisal District records submitted to **COUNTY**. **The corrected assessment rate is to be accompanied by the resolution passed by the governing body for the assessment year.** The fee for this service will be the same per statement rate described in Section 1 of this Article VII. When a refund is required per Property Tax Code Section 26.07(g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a corrected assessment roll, will be the responsibility of the **COUNTY**. **CITY/TOWN** will be billed for the refunds, postage and processing fees.

8. **CITY/TOWN** understands and agrees that **COUNTY** will, no later than January 31st of the assessment year, deduct from current collections of **CITY/TOWN** the "Total Cost" of providing all services described in paragraphs 1-5 above. This "Total Cost" includes any such services that have not yet been performed at the time of deduction. During the initial term of this Agreement, the "Total Cost" of providing all services described in Sections 1-5 above shall be the total of: **\$1.00** (the "per parcel rate") x the total number of parcels listed on **CITY/TOWN's** preceding assessments year Assessment Roll on September 30th of the assessments year. During the first and second renewal terms of this agreement, the "per parcel rate" will be the per parcel rate approved by Commissioners Court for the applicable assessments year, provided notice of that rate is provided to **CITY/TOWN** as described in Section 9 of this Article

VII. In the event **COUNTY** does not provide **CITY/TOWN** with said notice, the per parcel rate charged during the preceding term will apply.

In the event costs for additional delayed assessments statements, processing and mailing are incurred as described in Section 1, **COUNTY** shall bill **CITY/TOWN** for such amounts. **CITY/TOWN** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

9. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the County in performing assessments collection services. The collection rate for each tax year is approved by County Commissioners' Court, and all entities are assessed the same per parcel collection rate. Following approval of the collection rate for each assessments year, **COUNTY** will, at least sixty (60) days prior to the expiration date of the then-current term of this Agreement, provide **CITY/TOWN** with written notice of that rate.

VIII.

COUNTY agrees to remit all assessments, penalties, and interest collected on **CITY/TOWN's** behalf and to deposit such funds into the **CITY/TOWN's** depositories, as designated:

1. For deposits of assessments, penalties, and interest, payment shall be by wire transfer or ACH to **CITY/TOWN's** depository accounts only as applicable, specific on the Direct Deposit Authorization executed between the **CITY/TOWN** and **COUNTY**. Only in the event of failure of electronic transfer protocol will a check for deposits of assessments, penalty and interest be sent by mail to **CITY/TOWN**.

2. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30th of the collection year. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

3. In event that **COUNTY** experiences shortage in collections as a result of an outstanding assessment debt of **CITY/TOWN**, the **CITY/TOWN** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage. Failure to remit payment of shortage restricts release of collected assessments until such time as payment is remitted.

IX.

In the event of termination, the terminating party shall be obligated to make such payments as are required by this Agreement through the balance of the assessments year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement during such period.

X.

This Agreement represents the entire agreement between **CITY/TOWN** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **CITY/TOWN** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered

or mailed to the listed addresses:

COUNTY:

County Judge of Denton County
110 West Hickory
Denton, Texas 76201
Telephone: 940-349-2820

CITY/TOWN:

XII.

CITY/TOWN hereby designates _____ to act on behalf of **CITY/TOWN**, and to serve as Liaison for **CITY/TOWN** to ensure the performance of all duties and obligations of **CITY/TOWN** as stated in this Agreement. **CITY/TOWN's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **CITY/TOWN** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **CITY/TOWN** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **CITY/TOWN** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this, _____ day of _____ 20____.

COUNTY

Denton County Texas
110 West Hickory
Denton, Texas 76201

CITY/TOWN

BY: _____
Honorable Andy Eads
County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Juli Luke
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Michelle French

Tax Assessor/Collector

Attorney Denton County

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: JULY 22, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

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

SUBJECT: FY 2020-2021 BUDGET AMENDMENT NO. 1



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Systematically Invest in Infrastructure (Council Goal)
- Responsibly Manage Growth (Council Goal)

BACKGROUND INFORMATION:

- FY 2020-2021 Budget Amendment to reflect recent council direction and ensure compliance with upcoming audit
- Revenue Changes:
 - o General Fund Residential Building Permits – Anticipate an additional \$413,100
 - o General Fund Sales Tax – Forecasting an additional \$200,000
 - o Grants Fund - \$414,794 for first tranche of American Rescue Plan Act (ARPA) funding
- Expenditure Changes:
 - o Public Works - \$118,100 for Work Order/Fixed Asset Management Software
 - o Finance - \$95,000 for OpenGov Cloud Software Upgrade
- Transfer Changes:
 - o General Fund to Building Services Fund - \$400,000 for Development Services finish-out expenses in FY 2022
 - o General Fund to Technology Services Fund - \$213,100 for Public Works and Finance software expenses in FY 2021

COUNCIL ACTION:

- Adopt FY 2020-2021 Amended Budget



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 21-0722A

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE ADOPTED BUDGET FOR THE TOWN OF NORTHLAKE, TEXAS FOR THE FISCAL YEAR OCTOBER 1, 2020, THROUGH SEPTEMBER 30, 2021; PROVIDING THAT EXPENDITURES FOR THE SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID AMENDED BUDGET.

WHEREAS, the Town Council of the Town of Northlake, Texas has held work sessions and a public hearing on the budget for the Town of Northlake, Texas for the fiscal year 2020-2021; and

WHEREAS, the Town Council concluded its public hearing on said budget on September 10, 2020; and

WHEREAS, the Town Council adopted the budget on September 10, 2020, fulfilling State statutes; and

WHEREAS, the Town is receiving high than anticipated sales tax and residential building permit revenue than budgeted, the town is also applying for funding from the American Rescue Plan Act, and must appropriate them, the Town saw a need to appropriate a portion of the higher than anticipated revenue for uses from the Building and Technology Services funds for Information Technology;

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

Section 1. That appropriations as designated for the payment of expenses for the operation of the Town government, hereinafter itemized by a true and correct copy of the amended General Fund, Grants Fund, Technology Fund, and Building Services Fund, hereto attached at Exhibit A, are hereby approved.

Section 2. That expenditures during the fiscal year shall be made in accordance with budget approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said budget document being on file for public inspection in the office of the Town Secretary.

Section 3. That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, require that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

PASSED AND APPROVED by Town Council on this the 22nd day of July 2021.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

Exhibit A

Fund	Amendment Type	Budget Total	Amendment Amount	Amended Budget
General	Revenue	\$ (6,712,004)	\$ (613,100)	\$ (7,325,104)
General	Expenditures	\$ 6,658,814	\$ 613,100	\$ 7,271,914
Building Services	Revenue	\$ (615,000)	\$ (400,000)	\$ (1,015,000)
Technology Services	Revenue	\$ (223,870)	\$ (213,100)	\$ (436,970)
Technology Services	Expenditures	\$ 223,790	\$ 213,100	\$ 436,890
Grants	Revenue	\$ -	\$ (414,794)	\$ (414,794)
		\$ (668,270)	\$ (814,794)	\$ (1,483,064)
Total Fiscal Impact of Amendment #1:		\$	(814,794)	

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF #: NORTHLAKE UNIFIED DEVELOPMENT CODE; THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE

SUBJECT: COMPREHENSIVE PLAN – FUTURE LAND USE MAP AMENDMENT



GOALS/OBJECTIVES:

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

COMPREHENSIVE PLAN AMENDMENT INFORMATION:

**Proposed
Amendment:**

Update future land use map within Northlake Comprehensive Plan – Pathway to 2040 to reflect the industrial development occurring in the Catherine Branch corridor generally located north of Victory Circle/Dale Earnhardt Way, south of Denton Creek and the future extension of FM 1171, west of IH 35W, and east of FM 156.

**Future Land Use
Designation:**

Mixed Use Character Area – This area is a destination center/area. There may be mixed-use developments with limited residential, shopping centers, entertainment districts, public amenities and services, or professional office buildings. Low to mid-rise buildings would be appropriate.

**Future Land Use
Proposed:**

Business Park Character Area – Described generally as an employment center which may include hotels, distribution centers, corporate office campuses, educational facilities, technology centers, research facilities, retail, and restaurants. Limited manufacturing and warehouse uses may be allowed to support the employment centers.

Public Hearing:

A public hearing is required prior to acting on a Comprehensive Plan amendment. Notice was published in the Denton Record Chronicle and posted on the Town website. As of July 15, 2021, staff has received no comments on the proposed amendment.

Staff Analysis:

The Catherine Branch area was identified as a Mixed Use Character Area when most of the area remained undeveloped and within the extraterritorial jurisdiction (ETJ) of the Town. It provides for the most flexibility and intensive uses of all character areas since the Town has limited land use control in the ETJ without zoning authority, and it was unknown at the time what type of development the market would bring to the area. Since then

industrial type uses have been established such as the IAAI wrecked vehicle storage yard and industrial warehouse developments have been approved for the Foster and Buchanan tracts which have since been annexed. The largest property in the area within the Town limits previously, the 6 McFarm, LLC tract, was rezoned Industrial along with a Comprehensive Plan Amendment to change the Future Land Use Designation to Business Park at the December 10, 2020 Town Council meeting. Most of the remaining properties within the area are being planned for industrial development as these initial industrial developments commence and the Town has invested in infrastructure to serve the area.

The Business Park Character Area is recommended to better match existing uses, planned developments in the area, and potential for similar industrial development in much of the Catherine Branch area which remains in the ETJ and is not subject to zoning land use controls.

P&Z RECOMMENDATION:

- Recommended approval of the Comprehensive Plan future land use map amendment with unanimous 5-0 vote at June 29th meeting
 - Commissioners Amarante, Dixon, Monson, Nichols and Parker voted in favor
 - Commissioners Fowler and Simpson were absent and did not vote

COUNCIL ACTION:

- Hold public hearing
- Approve, approve with modifications, or disapprove/take no action on the Comprehensive Plan future land use map amendment

ATTACHMENTS:

- Catherine Branch Projects Maps (shows approved and planned industrial development in area)
- Ordinance for consideration to amend future land use map of the Comprehensive Plan



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722B

AN ORDINANCE AMENDING ORDINANCE NO. 16-1208E, THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE, AS AMENDED, BY REVISING THE FUTURE LAND USE PLAN MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake previously adopted Ordinance No. 16-1208E on December 8, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, which included a map which depicts, by distinct colors, the various land uses within the Town; and

WHEREAS, an integral part of a successful Comprehensive Plan is the ability to make alterations based on the existing conditions and changing needs of the community; and

WHEREAS, the Unified Development Code (UDC) provides for updates to the Town's Comprehensive Plan; and

WHEREAS, current and planned development activity in the Catherine Branch area more closely aligns with Business Park Character Area land uses than the Mixed Use Character Area land use designation currently shown on the future land use map; and

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of a Comprehensive Plan amendment to revise the future land use map as provided herein; and

WHEREAS, the Town Council held a public hearing on July 22, 2021 after proper notification thereof with respect to the adoption of the proposed Comprehensive Plan amendment in accordance with the UDC and the Texas Local Government Code; and

WHEREAS, the Town Council has determined that the amendment as outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and the public.

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

SECTION 1. The Town Council hereby amends the Town's Comprehensive Plan, as updated in 2016, to replace the future land use map with the map attached hereto as Exhibit "A," which is hereby incorporated by reference as if set forth fully at length herein.

SECTION 2. The amended Comprehensive Plan future land use map approved and adopted herein hereby replaces all previous versions of the Town's Comprehensive Plan future land use map.

SECTION 3. 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 any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

SECTION 4. If any section, subsection, paragraph, sentence, phrase or clause of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect; and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall be effective immediately upon passage by the Town Council.

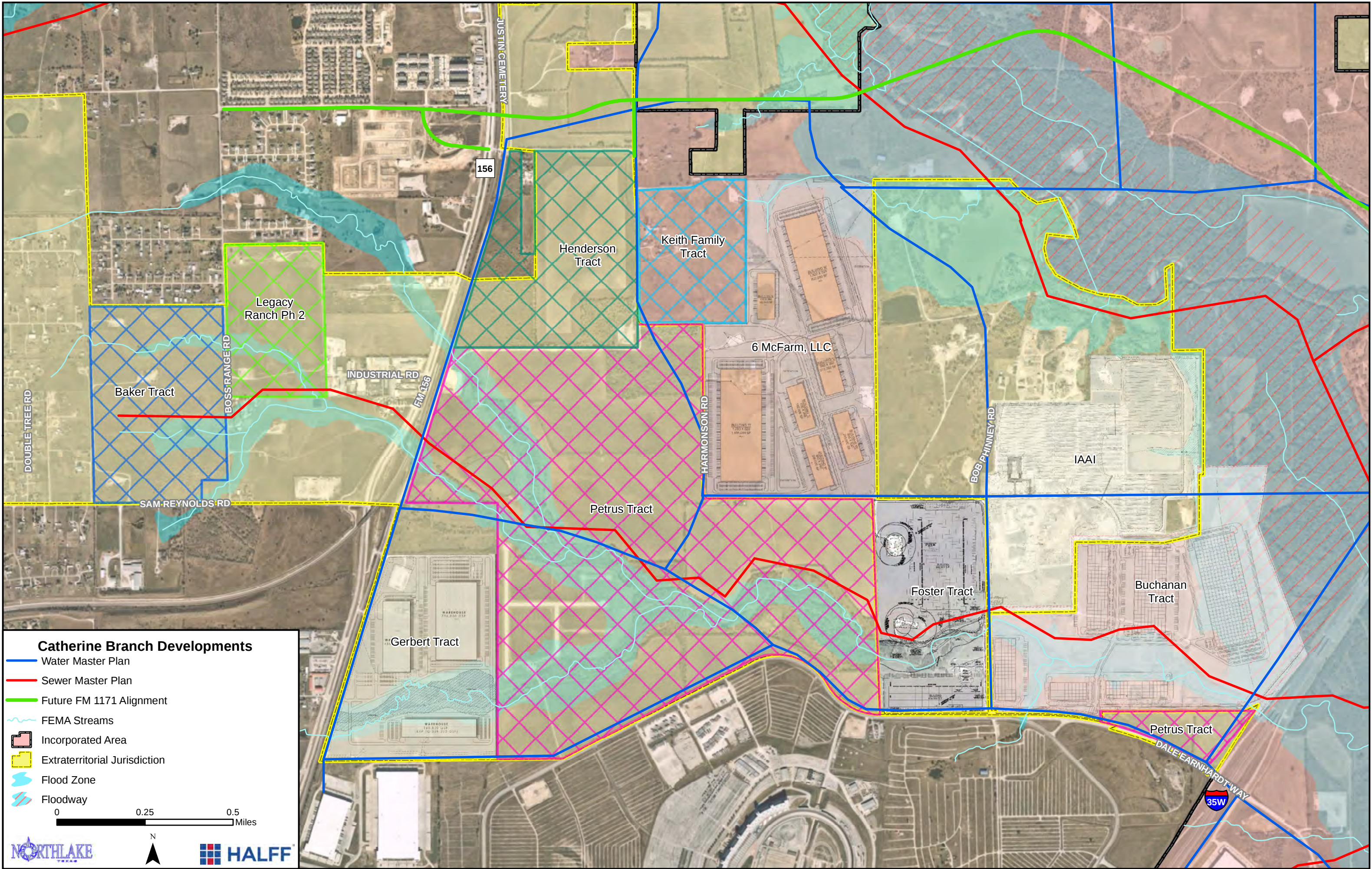
PASSED AND APPROVED ON THIS THE 22nd DAY OF JULY, 2021

Town of Northlake, Texas

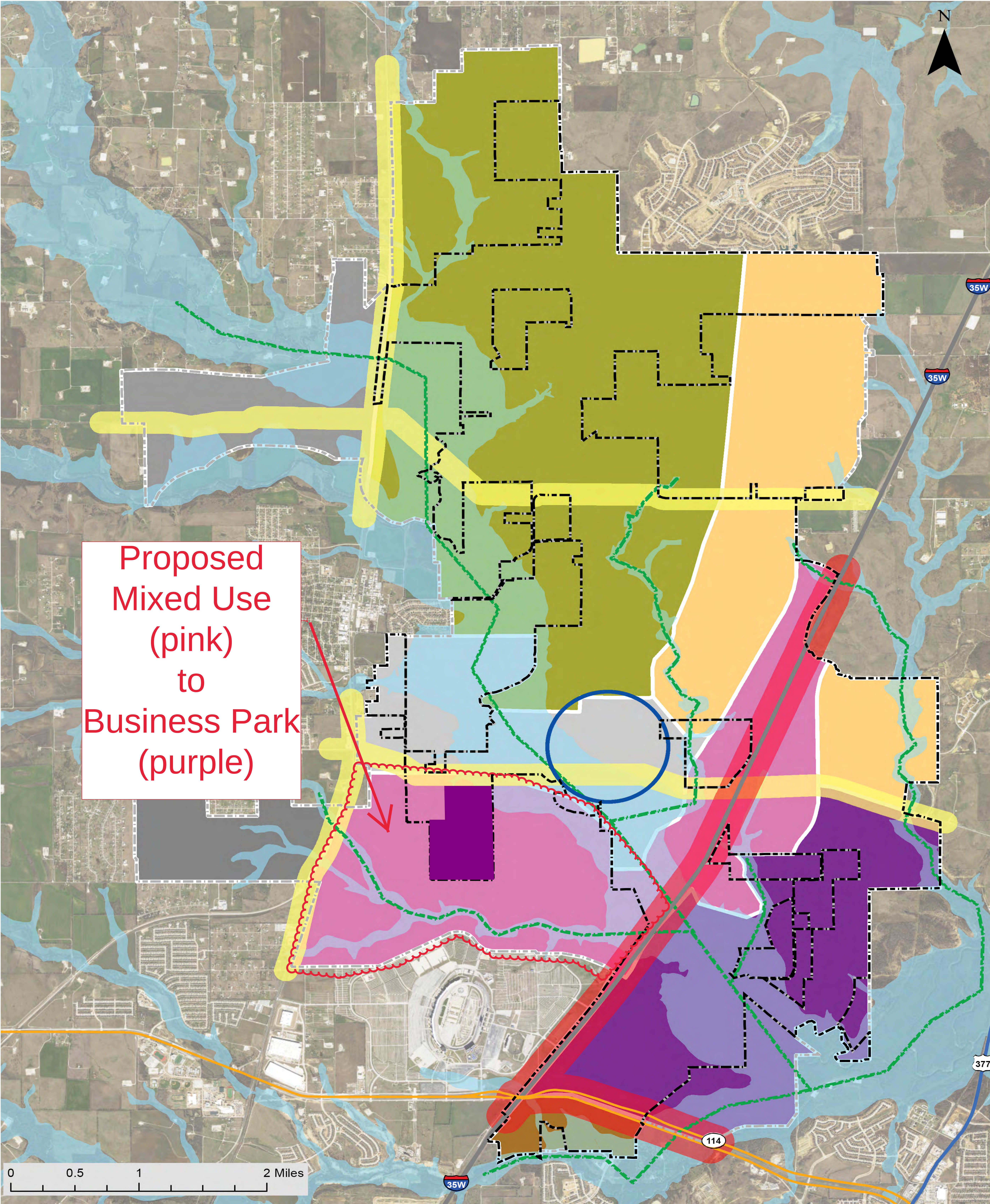
David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary



Vision: Northlake is a town that honors its rural legacy while attracting a multi-generational, family oriented and highly engaged population through policies that promote responsible growth, self-reliance, and a diversified tax base.



CITY LIMIT ETJ

SPECIAL AREAS

- TRAIL CORRIDORS
- FLOOD PLAIN
- TOWN CENTER
- HWY CORRIDORS
- ARTERIAL CORRIDORS

CHARACTER AREAS

- RANCH PRESERVATION
- NEIGHBORHOOD RESIDENTIAL
- WORKFORCE RESIDENTIAL
- TRANSITIONAL MARKET DEPENDENT
- TRANSITIONAL MIXED USE
- MIXED USE
- BUSINESS PARK



A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF #: THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN
UPDATE; 2016 MASTER THOROUGHFARE PLAN UPDATE

SUBJECT: MASTER THOROUGHFARE PLAN MAP AMENDMENT



GOALS/OBJECTIVES:

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

MASTER THOROUGHFARE PLAN MAP AMENDMENT INFORMATION:

- Master Thoroughfare Plan
 - Element of the Comprehensive Plan
 - A long-range plan that identifies the location and type of roadway facilities needed to meet projected long-term growth within the area
 - Thoroughfare types and alignments to serve development per the Comprehensive Plan's future land use map
 - Current plan, 2016 Master Thoroughfare Plan Update
 - Approved March 10, 2016
 - Two amendments approved to update map:
 - November 10, 2016 to revise Cleveland-Gibbs Road bridge at IH 35W
 - Approved May 11, 2017 to reflect Pecan Square alignments and Comp Plan update
- Proposed Amendment
 - Revise map to reflect updated future land uses and development activity
 - Catherine Branch thoroughfare types and alignments revised for industrial development
 - M2U (extra wide 2-lane street standard)
 - Alignments to better match developments underway
 - Alignments adjusted to avoid floodway and jurisdictional waters
 - Less dense thoroughfare network due to big box industrial development
 - M2Us in low-density Ranch Preservation changed to collectors (2-lane)
 - Eakin Cemetery Road
 - Faught Road
 - Revise map to clean up alignments and thoroughfare types to better match what is currently constructed or planned
 - Harvest
 - Minor adjustment to collector streets
 - Pecan Square
 - Minor adjustment to collector streets
 - Update alignment of Elm Place and upgrade to M4D (4-lane divided)

- o Reflect TxDOT preferred alignments
 - FM 1171 future extension
 - FM 407 realignment
- o Change thoroughfare type to match existing construction
 - Robson Ranch/Strader Road
 - M4D (4-lane divided) to M4U (4-lane undivided)

P&Z RECOMMENDATION:

- Recommended approval of MTP Map Amendment with unanimous 5-0 vote at June 29th meeting
 - o Commissioners Amarante, Dixon, Monson, Nichols and Parker voted in favor
 - o Commissioners Fowler and Simpson were absent and did not vote

COUNCIL ACTION:

- Hold public hearing
- Approve, approve with modifications, or disapprove/take no action on the Master Thoroughfare Plan map amendment

ATTACHMENTS:

- Master Thoroughfare Plan document with current map as amended
- Ordinance for consideration to amend Master Thoroughfare Plan map

STANDARDS BY THOROUGHFARE CLASSIFICATION FROM ENGINEERING DESIGN MANUAL

TABLE II-1
STREET AND ARTERIAL CLASSIFICATIONS
AND DIMENSIONS

STREET TYPE	DESCRIPTION	PVMT. WIDTH	MIN. ROW WIDTH	LANES	SHOULDER WIDTH	MIN. PARKWAY WIDTH	MEDIAN WIDTH	MIN. PVMT. THICKNESS	DESIGN SPEED (MPH)
Alley		10'	15'	1-10'	N.A.	2.5'	N.A.	7"	10
Urban Standards									
L2U-U	Local Residential	31'	50'	2-15'	N.A.	9.5'	N.A.	6"	30
C2U-U	Local Collector	37'	60'	2-18'	N.A.	11.5'	N.A.	7"	35
M2U-U*	Minor Arterial (undivided)	41'	60'	2-20'	N.A.	9.5'	N.A.	8"	40
M4U-U	Minor Arterial (undivided)	55'	80'	2-15' & 2-12'	N.A.	12.5'	N.A.	8"	40
M4D-U	Minor Arterial (divided)	2-28'	100'	2-15' & 2-12'	N.A.	11.5'	21'	8"	45
P6D-U	Primary Arterial (divided)	2-40'	120'	2-15' & 4-12'	N.A.	9.5'	21'	8"	45
* For Industrial Areas Only									
Rural Standards									
L2U-R	Local Residential	24'	60'	2-11'	2-1'	18'	N.A.	6"	30
C2U-R	Local Collector	36'	70'	2-12'	2-6'	17'	N.A.	7"	35
M4U-R	Minor Arterial (undivided)	64'	100'	4-12'	2-8'	18'	N.A.	8"	40
M4D-R	Minor Arterial (divided)	2-32.5'	120'	4-12'	2-8'	17'	21'	8"	45
P6D-R	Primary Arterial (divided)	2-44.5'	140'	6-12'	2-8'	15'	21'	8"	45

Note: All pavement and median width dimensions are to back of curb or edge of pavement.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722C

AN ORDINANCE AMENDING ORDINANCE NO. 16-1110, THE 2016 MASTER THOROUGHFARE PLAN UPDATE, AS AMENDED, BY REPLACING THE MASTER THOROUGHFARE PLAN MAP; 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, updated the Master Thoroughfare Plan, known generally as the 2016 Master Thoroughfare Plan Update, to reflect new thoroughfare alignments and to serve future land uses proposed in the 2009 Northlake Vision and Comprehensive Plan; and

WHEREAS, the Master Thoroughfare Plan map was amended on November 10, 2016 to plan for a future bridge at the approximate location of the existing Cleveland-Gibbs Road bridge over Interstate Highway 35W; and

WHEREAS, the Master Thoroughfare Plan map was further amended on May 11, 2017 to reflect thoroughfare alignments planned for Pecan Square and to more efficiently serve the low-density development planned in the Ranch Preservation character area identified on the future land use map of the Pathway to 2040 Northlake Comprehensive Plan Update; and

WHEREAS, further revisions to the Master Thoroughfare Plan map are necessary to reflect changes to land uses and to the future land use plan, to clean up alignments and thoroughfare types to better match how thoroughfares are currently constructed or planned; and

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of the amendment to replace the map as provided herein; and

WHEREAS, the Town Council held a public hearing on July 22, 2021 after proper notification thereof with respect to the adoption of the proposed Master Thoroughfare Plan map amendment in accordance with the UDC and the Texas Local Government Code; and

WHEREAS, the Town Council has determined that the amendment as outlined herein is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and the public.

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

SECTION 1. The Town Council hereby amends the Town's Master Thoroughfare Plan, as updated in 2016 and amended in 2017, to replace the Town's Master Thoroughfare map with the map attached hereto as Exhibit "A," which is hereby incorporated by reference as if set forth fully at length herein.

SECTION 2. The amended Master Thoroughfare Plan map approved and adopted herein hereby replaces all previous versions of the Town's Master Thoroughfare Plan map.

SECTION 3. 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 any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

SECTION 4. If any section, subsection, paragraph, sentence, phrase or clause of this ordinance shall be declared invalid for any reason whatsoever, such decision shall not affect the remaining portions of this ordinance, which shall remain in full force and effect; and to this end the provisions of this ordinance are hereby declared to be severable.

SECTION 5. This Ordinance shall be effective immediately upon passage by the Town Council.

PASSED AND APPROVED ON THIS THE 22nd DAY OF JULY, 2021

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

MASTER THOROUGHFARE PLAN

Master Thoroughfare Plan Update Northlake, Texas

February 2016

Prepared for
Town of Northlake



S. P. Booth 02/06/2016

AVO 30659



1201 North Bowser Road
Richardson, Texas 75081

Firm Registration No. 312

MASTER THOROUGHFARE PLAN

The Master Thoroughfare Plan (MTP) identifies both existing major roadways and streets that serve the community and provides a general location of all future major thoroughfares. The attached MTP is an update to the 2004 Master Thoroughfare Plan.

REGIONAL TRANSPORTATION SYSTEM

The major transportation facilities serving the area of southwest Denton County are Interstate Highway 35W and State Highway 114. Interstate Highway 35W connects the cities of Hillsboro, Fort Worth, and Denton and all areas in between. It is part of the Interstate Highway 35 corridor, which is a major national roadway extending from northern United States to the southern border at Laredo, Texas. It is a major international trade route and, as a result, has high volumes of truck traffic. State Highway 114 connects southern Denton County and northern Tarrant County to DFW International Airport and Dallas. Other major transportation routes, state facilities within the Town of Northlake, include FM 1171, FM 407, and FM 156.

TRAFFIC VOLUMES

Information on both current and projected traffic volumes is useful for economic development purposes as well as for establishing a sound roadway maintenance or improvement program. Existing traffic volumes are often collected in the course of preparing traffic impact studies and some municipalities collect traffic data on major roadways on an annual basis.

In addition to traffic volumes collected by local municipalities, the Texas Department of Transportation (TxDOT) collects Annual Average Daily Traffic (AADT) volume information for most TxDOT roadways throughout the State. Generally, these volume counts are taken near major intersections and are taken in the same location each year. This provides information for calculating historical growth rates on major corridors. The data is available on the internet at the TxDOT Statewide Planning Map located at the following URL: http://www.txdot.gov/apps/statewide_mapping/StatewidePlanningMap.html

Future traffic volume projections can be derived from the North Central Texas Council of Governments (NCTCOG) 2035 Traffic Volume Projections. However, in a review of the NCTCOG model, it was noted that the model's projected growth for residential population in Northlake was substantially less than what is currently being constructed. This is not uncommon for rural areas with minimal historical growth rates. Therefore, it is anticipated that NCTCOG projections for growth are less than actual, but still provide insight to future regional travel patterns.

THOROUGHFARE CLASSIFICATIONS AND STANDARDS

The following section describes the general functional classifications of streets that are defined in the Master Thoroughfare Plan. Each type of street is grouped into classes according to the character of service they are intended to provide. Each also function differently, with varying rights-of-way widths, number of vehicular lanes, and vehicular lane widths. A description of each classification and typical dimensions follows:

Local Streets

Local streets generally make up the majority of the streets in a community, provide access to properties, (typically residential or local destinations) and prioritize accessibility over mobility. The actual cross-section of local streets varies from community to community and is dependent upon street construction practices, adjacent land uses, parking, landscaping, and other considerations. In Northlake, local streets will typically have a right-of-way width of 50 feet for urban cross-sections (with curb) and 60 feet for rural cross-sections (no curb).

Recommended pavement width for a local street is 30 feet (31 feet from back to back of curb) for an urban section. For a rural section, the pavement width will be 24 feet with no curb. This pavement width is adequate for common residential densities, which have an average generation rate of approximately 10 vehicle trips per weekday per dwelling unit.

Local Collector Streets

Local collector streets (collectors) provide the transition from arterials to local streets. Collector roads typically connect residential areas, schools, and local shopping centers, and move traffic over shorter distances, balancing mobility and accessibility. As such, local land access should be more carefully regulated along a collector street. Numerous driveway cuts increase the number of potential conflict points and create safety issues, including increased congestion and number of traffic accidents. Parking on local collector streets should be discouraged and there should be limited residential access.

From a design standpoint, the cross-section of a collector street should not be narrower than any of the local streets entering it. Additionally, the design of a collector street should include consideration for the right-of-way width and number of lanes which provide for continuity of the overall system. Right-of-way width for local collectors is 60 feet for urban and 70 feet for rural cross-sections. Recommended pavement width for both rural and urban cross-sections is 36 feet (with the urban cross-section being 37 feet total from back to back of curb).

Arterial Streets

Arterials move large volumes of traffic between major destinations. With some degree of access control they prioritize mobility over accessibility in order to provide the highest level of service at the greatest speed for the longest uninterrupted distance. Arterial streets are divided into two classes, primary arterials and minor arterials.

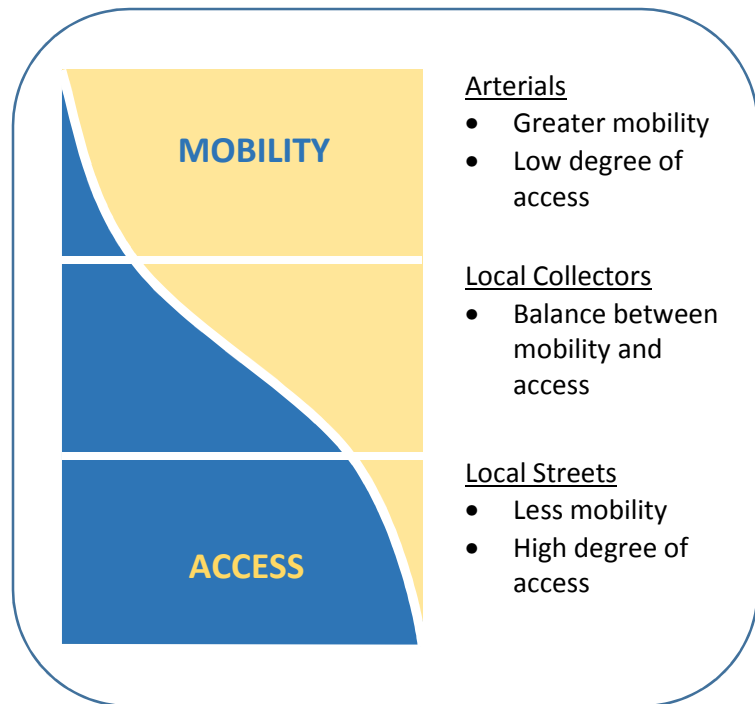


Figure 1 – Street Functional Classification

Primary arterial thoroughfares are multi-lane facilities and are often constructed and maintained by the Texas Department of Transportation (TxDOT). Primary arterials serve both traffic from the local municipality and through traffic from adjacent cities. Primary arterial streets in Northlake include FM 1171, FM 407 and FM 156. The ultimate (future) cross-section of a primary arterial is a divided six-lane facility with a raised median separating the opposing travel lanes. Right-of-way width for primary arterials is 120 feet for urban cross-sections and 140 feet for rural cross-sections. Pavement width will vary as needed to accommodate six 12-foot travel lanes and raised medians/curbs (urban cross-sections) and/or shoulders (rural cross-sections).

Minor arterial streets provide for traffic movement from neighborhoods to commercial areas and other major traffic generators (e.g., schools and municipal buildings) and also may serve as routes for through traffic from adjacent cities. These roadways may be undivided or divided and have between two and four lanes of travel. Right-of-way widths for minor arterials varies from 60 feet to 100 feet depending on the desired cross-section (number of lanes and/or urban versus rural). Pavement widths vary from 40 feet (without median) to two 27-foot paved sections with a raised median for urban cross-sections. For rural cross-sections, the pavement width vary from 64 feet (without median) to two 32.5-foot paved sections with a median. Examples of minor arterial streets include Cleveland-Gibbs Road, Robson Ranch Road, and Florance Road.

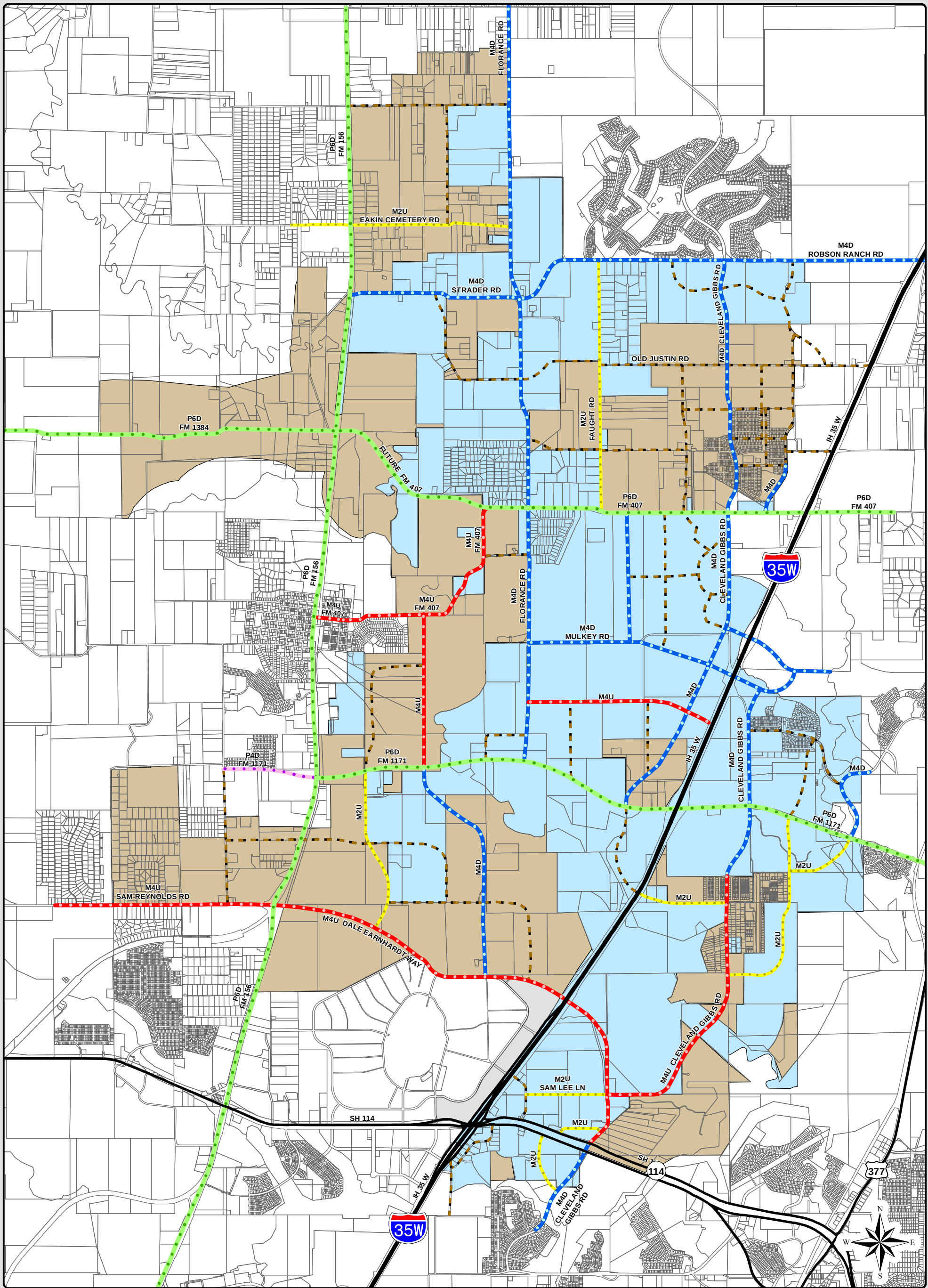
Expressways/Freeways

Expressways/freeways provide for expeditious movement of traffic between areas and across cities, with an intent of moving large volumes of traffic at relatively high speeds, with as few delays and interruptions as possible. One of the ways this occurs is through the limitation of direct access to adjacent properties. Interstate Highway 35W and State Highway 114 are the only freeways within the Town of Northlake.

STREET DESIGN STANDARDS AND CROSS-SECTIONS

The Master Thoroughfare Plan (MTP) is designed to provide for the future travel needs of the community by ensuring the orderly development of the street system. It is also designed to ensure that adequate rights-of-way are preserved with general alignments and sufficient width to allow for the efficient expansion and improvement over time.

In cases where new alignments are proposed, the MTP provides guidance as to the general alignment of the proposed street. The actual alignment will be refined over time as design and engineering plans and specifications are prepared. The MTP also provides guidance as to the functional classification of streets. These functional classifications are then subject to design standards which provide specifications on right-of-way and pavement widths, traffic capacity, number of lanes (including turn lanes), and the design of sidewalks or trails (see Table II-1, Street and Arterial Classifications and Dimensions, in the Town of Northlake Engineering Design Manual).



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

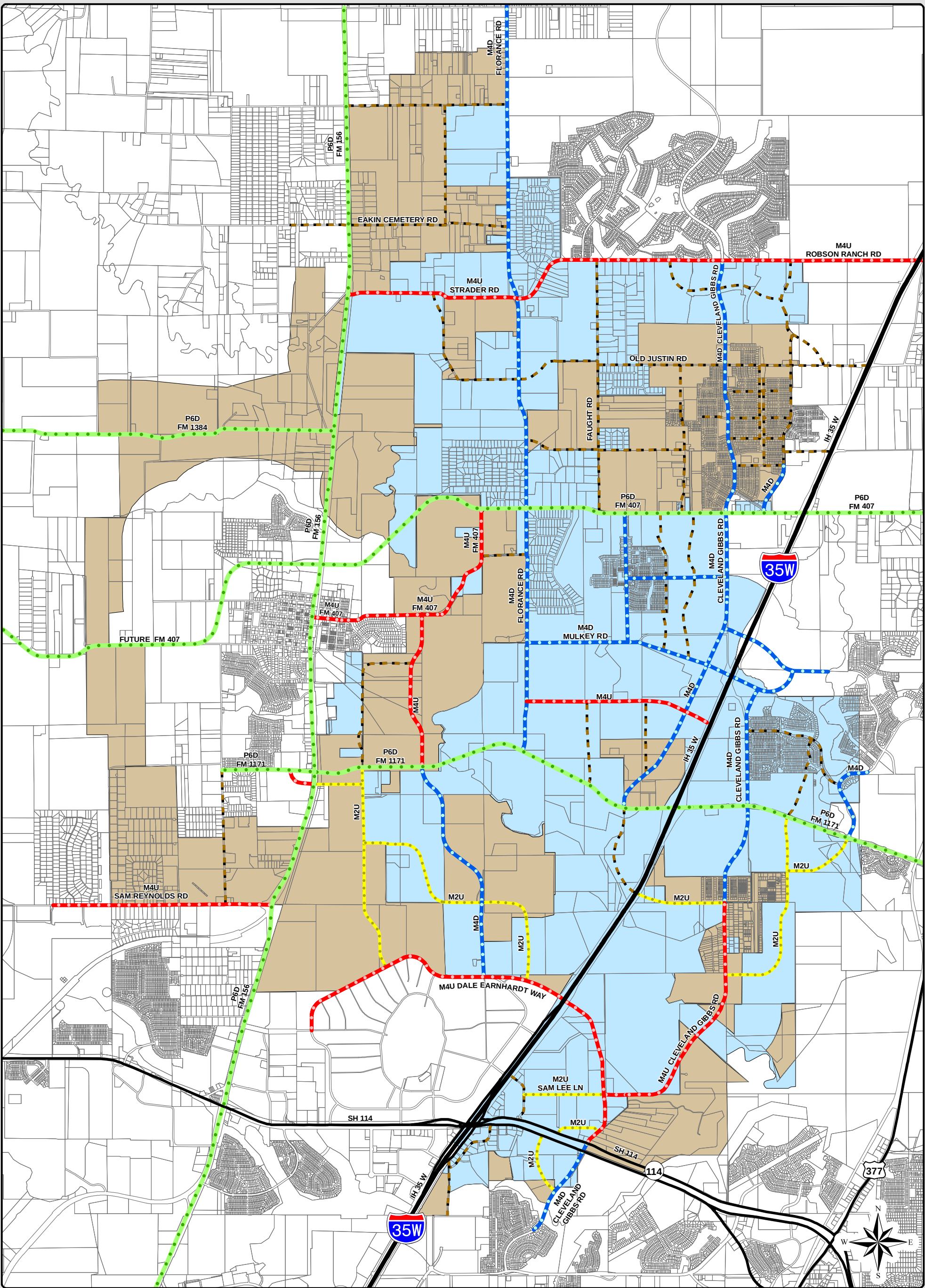


DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN
MTP Update Adopted by Ordinance 17-0511D on May 11, 2017

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





Map Features

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



DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

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

DRAFT

0 2,000 4,000
Scale in Feet



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.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC.: AMERICAN RESCUE PLAN ACT (ARPA) OF 2021

SUBJECT: APPROPRIATION FOR ARPA GRANT



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Diversify the Tax Base; Attract high-quality, compatible commercial growth (Council Goal)

BACKGROUND INFORMATION:

- July 2, 2021 - Texas Division of Emergency Management (TDEM) notice to Texas local government to apply for available federal stimulus dollars allocated to these cities under the American Rescue Plan's (ARPA) Coronavirus Local Fiscal Recovery Fund (CLFRF)
- August 2, 2021 - TDEM deadline to apply for CLFRF allotment
- Allowable Uses
 - o Support Public Health Response
 - o Premium Pay for Essential Workers
 - o Address Negative Economic Impacts
 - o Replace Public Sector Revenue Loss
 - o Water, Sewer, and Broadband Infrastructure
- Key Details
 - o Northlake's allotment: \$829,587.36
 - o Received over two fiscal years
 - o Deadline to expend grant: December 31, 2024
 - o Town can amend use of funds, if necessary

COUNCIL ACTION:

- Authorize staff to apply for funding through TDEM for ARPA funds



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-22

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO APPLY FOR THE AMERICAN RECOVERY PLAN ACT THROUGH THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT AND ACCEPTING ANY AND ALL GRANT FUNDS AWARDED TO THE TOWN PURSUANT TO SUCH APPLICATION

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for financial relief due to the COVID-19 pandemic; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Manager to apply for the American Recovery Plan Act through the Texas Department of Emergency Management; and

WHEREAS, the Town is eligible for \$829,587.36 in grant funding through the American Recovery Plan Act; and

WHEREAS, the Town Manager is authorized to request the full amount of funding from the grant; and

WHEREAS, the Town deems it advisable to and in the best interest of health, safety, and general welfare of the Town to accept any amount of grant funding awarded pursuant to the application submitted on behalf of the Town.

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

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

SECTION 2. That the Town Council hereby authorizes the Town Manager to apply through the Texas Department of Emergency Management for the \$829,587.36 allotted to the Town of Northlake through the American Recovery Plan Act.

SECTION 3. That the Town Council hereby accepts any grant funds awarded to the Town pursuant to application submitted in accordance with this Resolution.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 22nd day of July 2021.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND TOWN COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC)

SUBJECT: SPECIFIC USE PERMIT (SUP) FOR ACCESSORY BUILDING
AT 2250 FM 407 (SUP-21-001)



PURPOSE:

To hold a public hearing and consider a recommendation on a Specific Use Permit for an accessory building to be constructed without a primary structure

SUP REQUEST INFORMATION:

Owner/Applicant: Mohammad Khan

Site: Lot 14R2, Block A, Northlake Country Estates, a 9.167-acre lot located at 2250 FM 407, on the northwest corner of FM 407 and Faught Road, and zoned Rural Residential (RR). The site is currently vacant except for the northeast corner of the site which contains a gas well pad.

Background: The applicant recently purchased the property with the intent of ultimately building a home on the property along with several accessory structures including a chicken coop, a barn, and an RV shed/cover as shown in the attachments. The Board of Adjustment (BOA) approved a variance for these structures to be located as shown within the 300-foot setback required from gas wells due to constraints which limit the buildable area of the lot, but in order for the structures to be built, a home must first be built on the property or an SUP must be approved to allow construction prior to the home. The RV shed shown is not subject to this SUP request because it is not an agricultural building/structure. It cannot be built until a home is first built on the property.

Public Hearing: A public hearing is required prior to acting on the SUP request. Public hearing notices were mailed to Northlake property owners within 200 feet as required. As of July 15, 2021, one written comment has been received which was in favor of the request. A public hearing was held before the P&Z Commission, and no one came forward for or against the request during that hearing.

SUP Request: The property owner/applicant has submitted a request for a Specific Use Permit as authorized by Section 8.2 A. 1. of the UDC for a buildings/structure (barn) to be permitted prior to construction of a home (primary structure) on the lot. Section 8.2 A. 1. states that "Agricultural buildings/structures may be permitted without a primary structure on lots or tracts with an area greater than five (5) acres and less than ten (10) acres with the approval of a Specific

Use Permit (SUP). The subject site is just less than 10 acres and a home has not been built on the property, therefore an SUP is required, and its use must be limited to agricultural purposes. The attached exhibit shows the proposed size and approximate location of the accessory building subject to this Specific Use Permit request.

ANALYSIS:

Staff has reviewed this application in accordance with the Unified Development Code (UDC). The applicant has provided a specific use permit application with a site plan in accordance with the UDC. Plans for the proposed barn were also submitted with the application. The SUP application appears to meet the minimum requirements outlined in the UDC for consideration. The proposed location of the barn is shown on the site plan and meets all setback requirements with the variance approved by the Board of Adjustment (BOA). The following criteria for approval of an SUP is outlined in the UDC.

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan;
2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;
4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties;
7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood;
8. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town; or
9. Other criteria which, at the discretion of the P&Z and Town Council are deemed relevant and important in the consideration of the SUP.

Staff finds the SUP acceptable for consideration with the following conditions as recommended by the P&Z Commission:

1. The accessory building shall be a maximum of 2,400 square feet; and
2. The use of the building shall be limited to agricultural purposes such as the storage of food for animals, agricultural equipment, gardening equipment, and tools used to maintain the property;

and

3. The Specific Use Permit (SUP) shall expire within six (6) months from the date of SUP approval if a building permit has not been issued for the accessory building; and
4. The Specific Use Permit (SUP) shall automatically expire upon completion of a residence on the property as certified by an approved final inspection.

P&Z RECOMMENDATION:

- Recommended approval of the SUP request with the above conditions with a unanimous 5-0 vote at June 29th meeting
 - o Commissioners Amarante, Dixon, Monson, Nichols and Parker voted in favor
 - o Commissioners Fowler and Simpson were absent

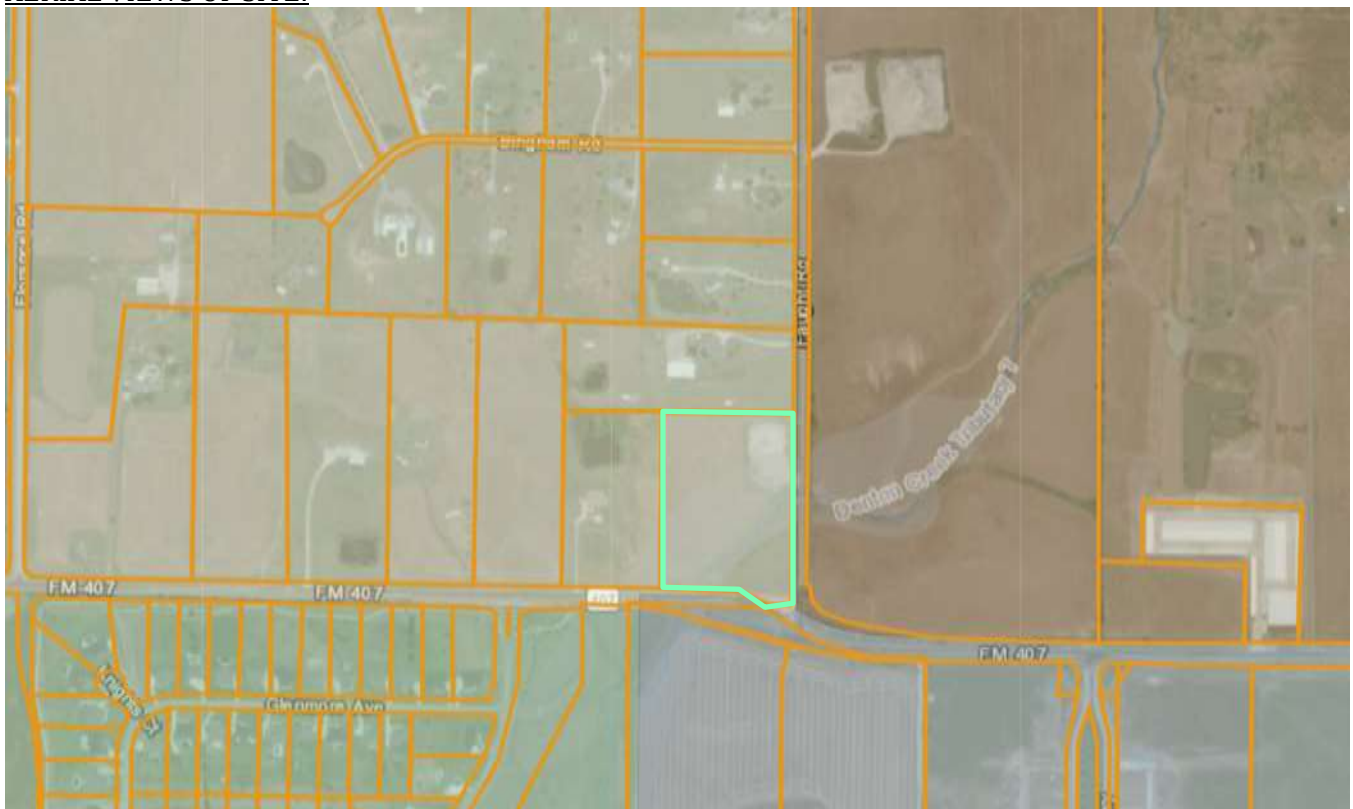
COUNCIL ACTION:

- Hold public hearing
- Approve, approve with conditions, or disapprove/take no action on the SUP request

ATTACHMENTS:

- Written response to public hearing notice
- Ordinance for consideration to approve the SUP with conditions recommended by P&Z

AERIAL VIEWS OF SITE:







TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722D

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS AMENDING ORDINANCE NO. 13-0124A, THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY APPROVING A SPECIFIC USE PERMIT TO AUTHORIZE AN ACCESSORY STRUCTURE IN ACCORDANCE WITH CERTAIN CONDITIONS TO BE LOCATED AT 2250 FM 407; PROVIDING CERTAIN REGULATIONS FOR SAID SUP IN ACCORDANCE WITH THE EXHIBITS ATTACHED HERETO AND WITH THE REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL INDICATE “RR – SUP” FOR THE SUBJECT PROPERTY; PROVIDING THAT THE ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS 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. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the zoning regulations provide for the use of accessory buildings in the Rural Residential zoning district; and

WHEREAS, accessory buildings are not permitted without a primary use or structure on the property with the exception of agricultural buildings/structures which may be permitted without a primary structure on lots or tracts from a minimum of five (5) acres up to ten (10) acres with the approval of a “SUP” Specific Use Permit; and

WHEREAS, the owner of certain property located at 2250 FM 407, known as Lot 14R2, Block A, Northlake Country Estates, a 9.167-acre lot and as more particularly described in Exhibit “A”, has filed an application for a specific use permit to allow an accessory structure on said property without a primary use structure and to change the zoning classification from “RR” Rural Residential to “RR – SUP”; 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, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of the Specific Use Permit as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on July 22, 2021 with respect to the SUP zoning application described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve a Specific Use Permit for the construction of an accessory building on this property.

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

SECTION 1. The zoning regulations of the Town of Northlake are hereby amended by approving a specific use permit to authorize an accessory structure to be constructed in accordance with this ordinance and conditions as provided herein on a 9.167-acre tract of land in Northlake, Denton County, Texas commonly referred to as 2250 FM 407 and more specifically described on Exhibit "A," attached hereto and incorporated for all purposes.

SECTION 2. The Town Council finds that the information submitted by the applicant pursuant to the requirements of the zoning regulations is sufficient to approve the specific use permit in accordance with the site plan and building specifications as provided in Exhibit "B" attached hereto and the requirements hereof, subject to the following conditions:

1. The accessory building shall be a maximum of 2,400 square feet; and
2. The use of the building shall be limited to agricultural purposes such as the storage of food for animals, agricultural equipment, gardening equipment, and tools used to maintain the property; and
3. The Specific Use Permit (SUP) shall expire within six (6) months from the date of SUP approval if a building permit has not been issued for the accessory building; and
4. The Specific Use Permit (SUP) shall automatically expire upon completion of a residence on the property as certified by an approved final inspection.

SECTION 3. The specific use permit as herein established has been made for the purpose of promoting the health, safety, morals, and general welfare of the Town of Northlake, Texas. It has been approved after a full and complete public hearing with reasonable consideration, among other things, of the character of the specific use permit and its peculiar suitability for the particular use and with a view of conserving the value of buildings and encouraging the most appropriate use of land in the municipality.

SECTION 4. The official Zoning Map of the Town of Northlake is hereby amended and the Town Secretary is hereafter directed to revise the zoning map to reflect the revised zoning classification of "RR – SUP," Rural Residential – Specific Use Permit, for the property described herein.

SECTION 5. The use of the property herein above described shall be subject to the Site Plan and Building Specifications as provided in Exhibit "B" attached hereto and all the applicable regulations contained in the Unified Development Code and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 6. This ordinance shall be cumulative of all ordinances of the Town of Northlake, Texas, and shall not repeal any of the provisions of such ordinances except in those instances where the provisions of such ordinances are in direct conflict with the provisions of this ordinance.

SECTION 7. 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 8. 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 offence.

SECTION 9. All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of any ordinances governing zoning 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, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

SECTION 10. 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 22nd DAY OF JULY, 2021

Town of Northlake, Texas

David Rettig, Mayor

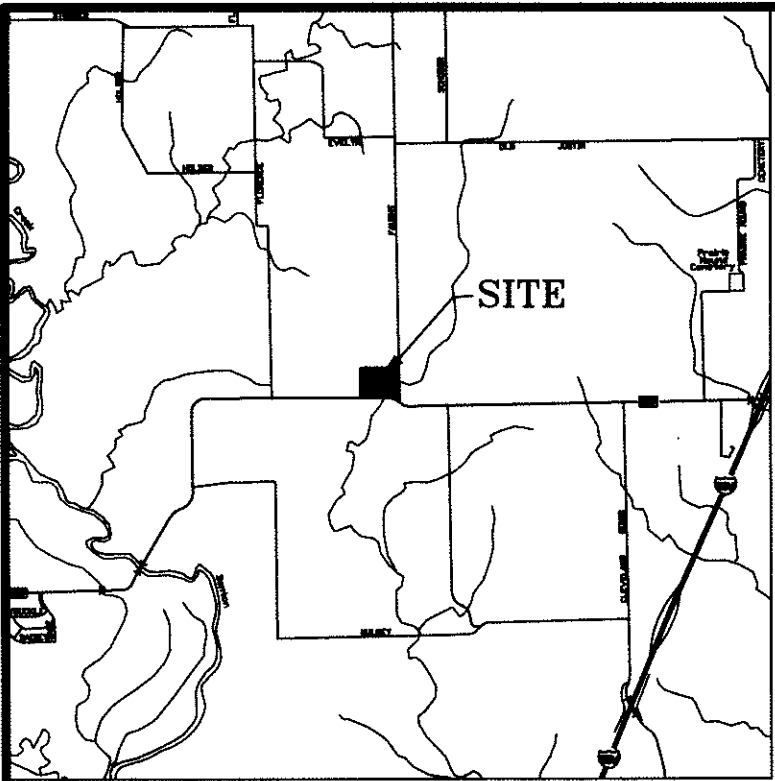
ATTEST:

Shirley Rogers, Town Secretary

Exhibit A

Legal Description

Lot 14R2, Block A, of Northlake Country Estates, Phase II, an Addition to the Town of Northlake, Denton County, Texas, according to the Plat thereof recorded as Document No. 2014 – 432 in the Plat Records of Denton County, Texas.



VICINITY MAP

NTS

1) 1/2 INCH IRON PINS WITH YELLOW CAPS STAMPED "METROPLEX 1849" ARE SET AT ALL PROPERTY CORNERS.

2) PURPOSE OF REPLAT IS TO PLAT ONE LOT INTO TWO LOTS.

3) BEARINGS ARE BASED ON THE PLAT OF NORTHLAKE COUNTRY ESTATES, PHASE II, AS RECORDED IN CABINET N, PAGE 229, PLAT RECORDS, DENTON COUNTY, TEXAS.

4) SANITARY SEWER IS TO BE HANDLED BY ON-SITE SEWAGE FACILITIES TO BE APPROVED BY THE TOWN OF NORTHLAKE.

5) WATER SERVICES TO BE PROVIDED BY PRIVATE WATER WELLS. WATER SERVICE MAY BE PROVIDED BY THE TOWN OF NORTHLAKE UPON COMPLETION OF A WATER LINE ALONG FM 407.

6) ALL BUILDINGS TO BE BUILT WITH A MINIMUM FINISH FLOOR ELEVATION 672.2 FEET.

SURVEYOR'S CERTIFICATE

I, BRAD G. SHELTON, DO HEREBY CERTIFY THAT A SURVEY WAS MADE ON THE GROUND OF THE PROPERTY DESCRIBED HEREON UNDER MY PERSONAL SUPERVISION AND THE IRON RODS WERE PLACED IN ACCORDANCE WITH THE SUBDIVISION RULES AND REGULATIONS OF THE TOWN OF NORTHLAKE, TEXAS.

BRAD G. SHELTON
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 5452

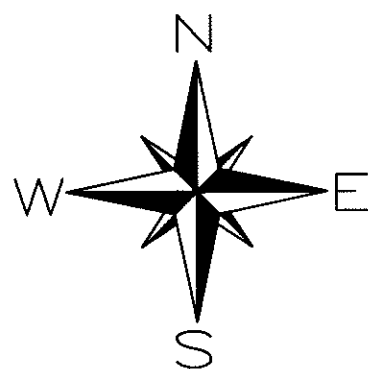
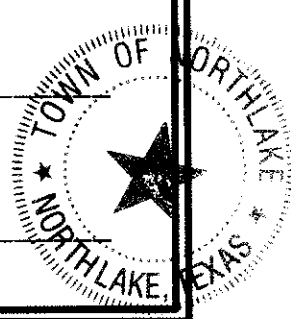
APPROVED BY THE TOWN COUNCIL ON:

8/23/14

DATE

Robert Ray
MAYOR, TOWN OF NORTHLAKE

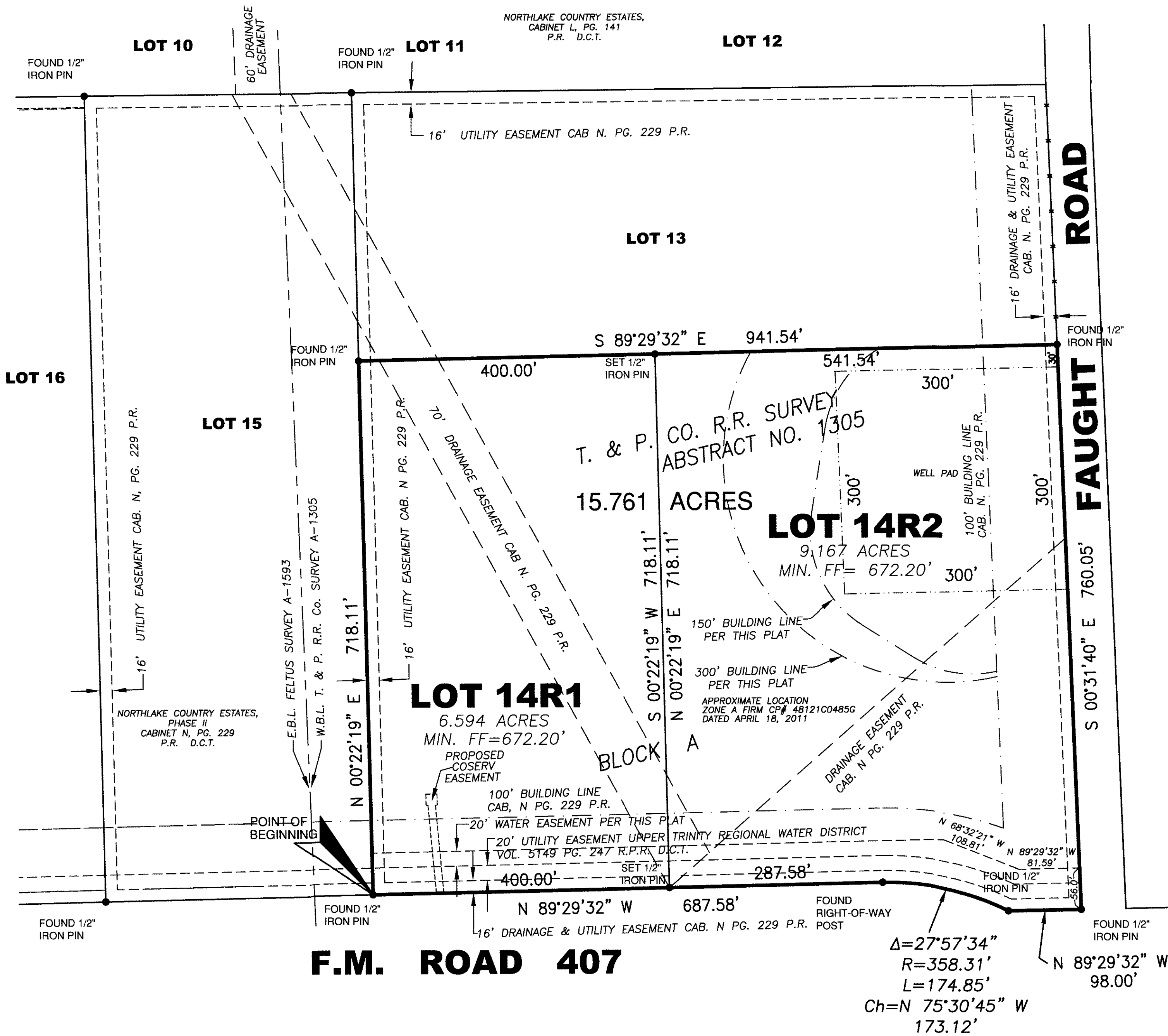
Shirley Rogers
TOWN SECRETARY



0 100 200 300
SCALE IN FEET

CALL AT LEAST 48 HOURS BEFORE DIGGING

AS OF OCTOBER 1, 1998, IT IS TEXAS STATE LAW THAT YOU CONTACT A ONE-CALL SYSTEM BEFORE EXCAVATING!
ONE-CALL SYSTEMS OF TEXAS DIG TESS LONE STAR NOTIFICATION TEXAS ONE-CALL
1-800-545-6005 1-800-344-8377 1-800-669-8344 1-800-245-4545
A FEDERAL LAW NOW IN EFFECT ALSO STATES THAT ANY PERSON WHO ENGAGES IN EXCAVATION ACTIVITIES WITHOUT FIRST USING AS AVAILABLE ONE-CALL NOTIFICATION SYSTEM TO DETERMINE LOCATIONS OF UNDERGROUND FACILITIES; OR WITHOUT HEEDING LOCATION INFORMATION OR MARKINGS AND SUBSEQUENTLY DAMAGES A PIPELINE FACILITY SHALL BE SUBJECT TO A FINE, IMPRISONMENT, OR BOTH. THE LAW ALSO STATES THAT OSHA MAY BE NOTIFIED OF ANY ACCIDENT CAUSED BY AN EXCAVATOR.



STATE OF TEXAS XX
COUNTY OF DENTON XX

WHEREAS, I, WASEEM IQBAL, AM THE OWNER OF A 15.761 ACRE TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE T & P CO. RAILROAD SURVEY, ABSTRACT NUMBER 1305, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, AND BEING ALL OF LOT 14, BLOCK A, NORTHLAKE COUNTRY ESTATES, PHASE II, ACCORDING TO THE PLAT THEREOF RECORDED IN CABINET N, PAGE 229, PLAT RECORDS, DENTON COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON PIN FOUND AT THE SOUTHWEST CORNER OF SAID LOT 14 AND THE SOUTHEAST CORNER OF LOT 15, BLOCK A OF SAID ADDITION, SAID PIN ALSO BEING ON THE NORTH LINE OF F.M. ROAD 407;

THENCE NORTH 00 DEGREES 22 MINUTES 19 SECONDS EAST WITH THE WEST LINE OF SAID LOT 14 AND THE EAST LINE OF SAID LOT 15, A DISTANCE OF 718.11 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHWEST CORNER OF SAID LOT 14 AND ON THE EAST LINE OF SAID LOT 15, SAID PIN ALSO BEING AT THE SOUTHWEST CORNER OF LOT 13, BLOCK A OF SAID ADDITION;

THENCE SOUTH 89 DEGREES 29 MINUTES 32 SECONDS EAST WITH THE NORTH LINE OF SAID LOT 14 AND THE SOUTH LINE OF SAID LOT 13, A DISTANCE OF 941.54 FEET TO A 1/2 INCH IRON PIN FOUND AT THE NORTHEAST CORNER OF SAID LOT 14 AND THE SOUTHEAST CORNER OF SAID LOT 13, SAID PIN ALSO BEING ON THE WEST LINE OF FAUGHT ROAD;

THENCE SOUTH 00 DEGREES 31 MINUTES 40 SECONDS EAST WITH THE EAST LINE OF SAID LOT 14 AND THE WEST LINE OF FAUGHT ROAD, A DISTANCE OF 760.05 FEET TO A 1/2 INCH IRON PIN FOUND AT THE EASTERN MOST SOUTHEAST CORNER OF SAID LOT 14 AT THE INTERSECTION OF THE WEST LINE OF FAUGHT ROAD AND THE NORTH LINE OF F.M. 407;

THENCE NORTH 89 DEGREES 29 MINUTES 32 SECONDS WEST WITH A SOUTH LINE OF SAID LOT 14 AND THE NORTH LINE OF F.M. ROAD 407, A DISTANCE OF 98.00 FEET TO A 1/2 INCH IRON PIN FOUND AT AN ANGLE POINT ON THE SOUTH LINE OF SAID LOT 14 AND THE NORTH LINE OF F.M. ROAD 407 AND BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE LEFT;

THENCE WITH SAID CURVE TO THE LEFT, HAVING A CENTRAL ANGLE OF 27 DEGREES 57 MINUTES 34 SECONDS, A RADIUS OF 358.31 FEET, AN ARC LENGTH OF 174.85 FEET, AND A CHORD BEARING NORTH 75 DEGREES 30 MINUTES 45 SECONDS WEST, A DISTANCE OF 173.12 FEET TO A RIGHT OF WAY POST FOUND ON A SOUTH LINE OF SAID LOT 14 AND THE NORTH LINE F.M. ROAD 407;

THENCE NORTH 89 DEGREES 29 MINUTES 32 SECONDS WEST WITH A SOUTH LINE OF SAID LOT 14 AND THE NORTH LINE OF F.M. ROAD 407, A DISTANCE OF 687.58 FEET TO THE POINT OF BEGINNING AND CONTAINING IN ALL 15.761 ACRES OF LAND.

NOW THEREFORE KNOW THESE MEN BY THESE PRESENTS:

THAT I, WASEEM IQBAL, DO HEREBY ADOPT THIS REPLAT DESIGNATING THE HEREIN DESCRIBED PROPERTY AS LOTS 14R1 & 14R2, BLOCK A, NORTHLAKE COUNTRY ESTATES, PHASE II, AN ADDITION TO THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS, AND DO HEREBY DEDICATE TO THE PUBLIC USE FOREVER THE STREETS AND EASEMENTS SHOWN HEREON. THIS PLAT DOES NOT ALTER OR REMOVE EXISTING DEED RESTRICTIONS OR COVENANTS, IF ANY, ON THIS PROPERTY.

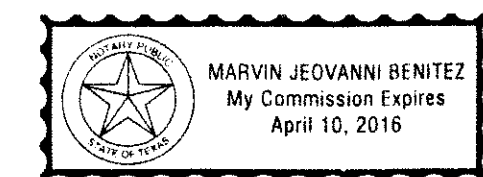
WASEEM IQBAL 9/23/14
DATE

STATE OF TEXAS
COUNTY OF DENTON

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED WASEEM IQBAL, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 23rd DAY OF September 2014.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES: April 10, 2016



REPLAT OF
LOTS 14R1 & 14R2, BLOCK A
NORTHLAKE COUNTRY ESTATES, PHASE II
BEING A REPLAT OF LOT 14, BLOCK A, NORTHLAKE
COUNTRY ESTATES, PHASE II, RECORDED IN CABINET N,
PAGE 229, PLAT RECORDS, DENTON COUNTY, TEXAS
BEING 15.761 ACRES OUT OF
THE T & P CO. RAILROAD SURVEY,
ABSTRACT No. 1305 AND THE
TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
2 RESIDENTIAL LOTS
ZONED RURAL RESIDENTIAL (RR)

DATE	REVISIONS	BY:
08/28/14	REVISED PLAT AS PER CITY COMMENTS	MRK
08/25/14	REVISED PLAT AS PER CITY COMMENTS	JRH

DWN.	SCALE
MRK	1"=100'
CKD.	DATE
MRK	06/25/14

MSI Metroplex Surveying, Inc.
940-387-0506 223 W. HICKORY, DENTON, TEXAS 76201 info@metroplexsurveying.com

OWNER:
WASEEM IQBAL
3412 DURHAM LANE
FLOWER MOUND, TX. 75022

SURVEYOR:
BRAD G. SHELTON
223 W. HICKORY ST.
DENTON, TX. 76201
PH:(940)387-0506
FAX:(940)565-0436

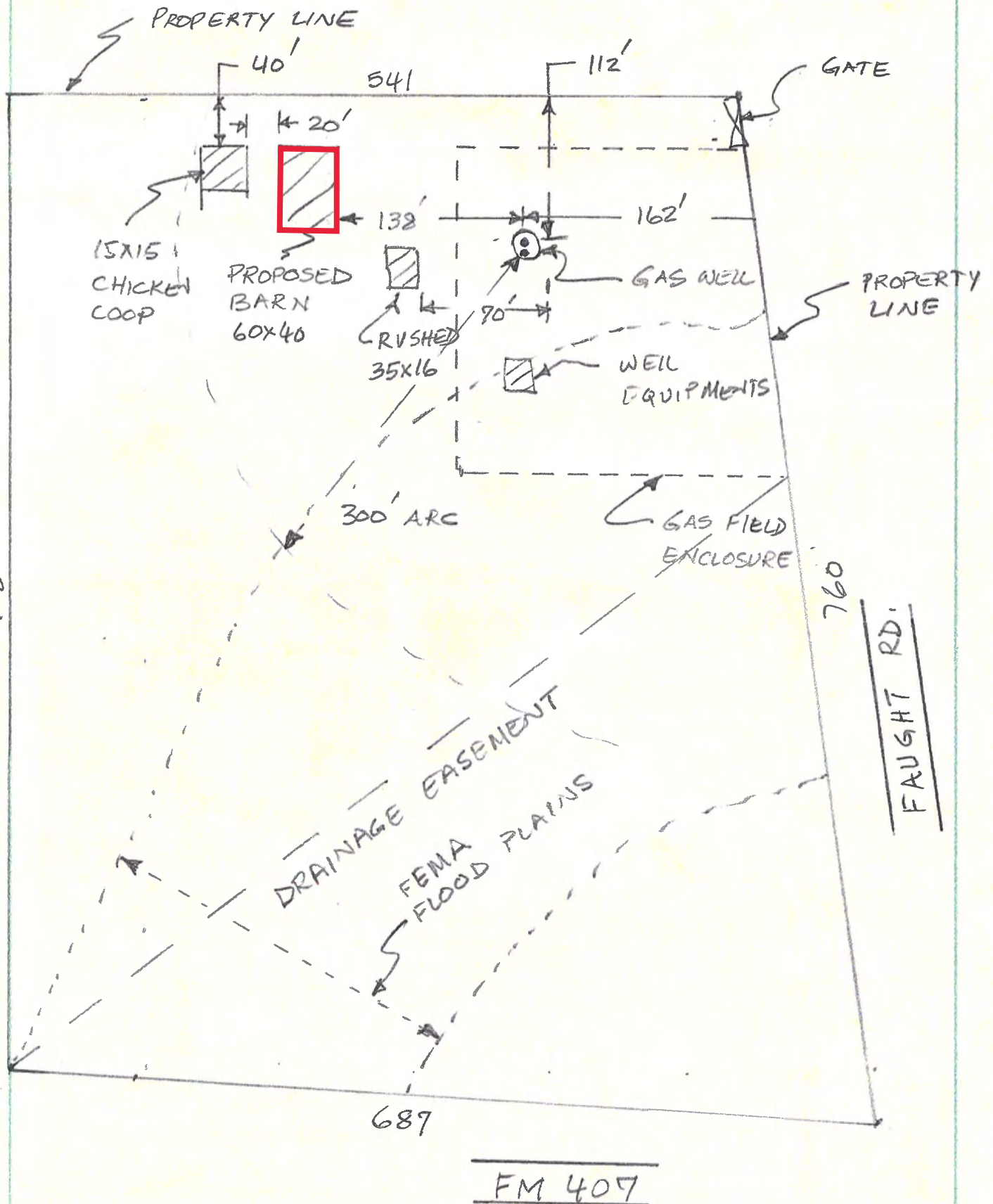
SHEET	1
OF	1
JOB No.	36996

Files for Record
in the official records of
Denton County:
On: Dec 12, 2014 at 12:20P
Plot Records
NORTHLAKE COUNTRY ESTATES PHASE II
Doc No: 1-2014-112
No of Pages: 2
Amount: \$50.00
Record Number: 1233867
Status: Paid

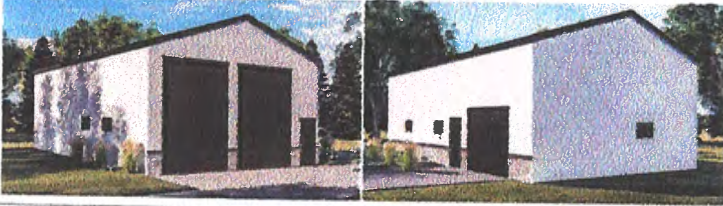
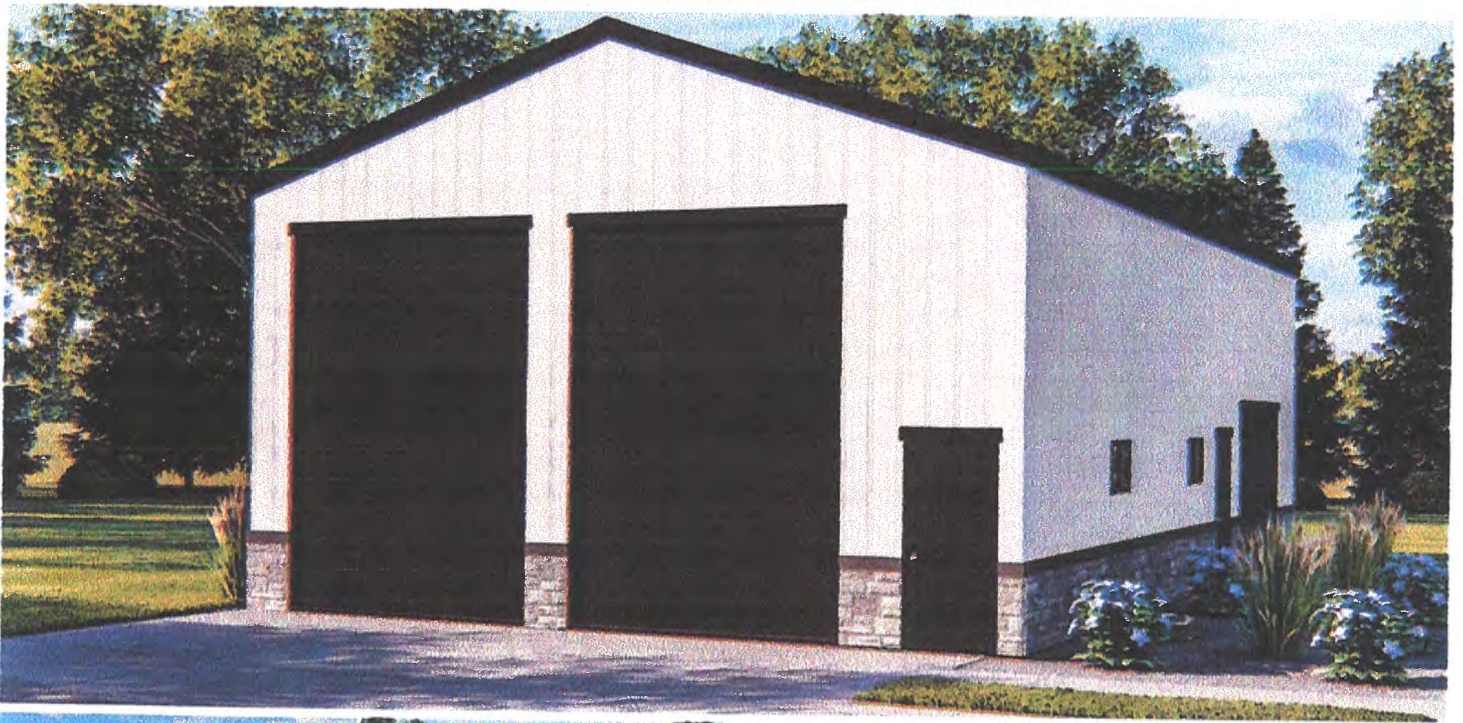
Exhibit B

Site Plan and Building Specifications

ADDRESS: 2250 FM 407 RD
NORTHLAKE, TX 76226

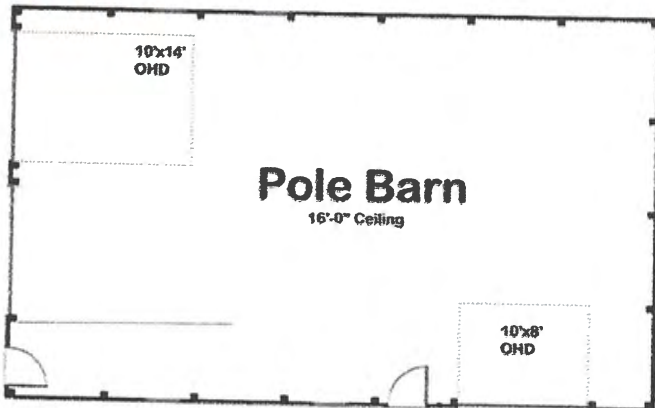


Detached Pole Barn Garage with 3 Garage Bays



Floor Plans

Main Level



Foundation type: Flex Base Rocks

Exterior walls: 2X4

Dimensions: Width 60 ft, Depth 40 ft, Max Ridge Height 22 ft, Ceiling Height 16 ft

Area: 2400 sq ft

Entry locations: One 12X12 ft on the front, one 12x12 ft on the side and one 3.5 x 6 ft on the front

Color: As depicted in the photograph

Outside Material: Metal



NOTIFICATION RESPONSE FORM

Form revised 9/14/2011

CASE INFORMATION

Public Hearing Dates: P&Z - June 29, 2021, 5:30 pm; Town Council - July 22, 2021, 5:30 pm

Case Type: Specific Use Permit (SUP)

Case Name: 2250 FM 407 agricultural use accessory structures

Case #: SUP-21-001

WRITTEN RESPONSE

Please check one: ☒ In favor of request ☐ Neutral/Undecided on request ☐ Opposed to request

Comments (optional):

As a neighboring home owner, I have no objection to Mr. Kahn building two permanent buildings/structures prior to the construction of his home under the pretense that a few things would happen. The expectation would be that the construction of these structures would lead to a new placement of all the materials, equipment and clutter that is currently lined up along our adjoining fence line on the north side of his property line. The expectation would also be that the construction of a large chicken coop would lead to consolidation or elimination of the existing makeshift chicken coops into this new professionally built chicken coop.

Signature: Stephen Custy

Date: 6/29/21

Printed Name: Stephen Custy

Address: 8080 Fought Rd.

City/State/ZIP: Northlake, Tx 76226

Phone number: 940-390-9917

RETURN COMPLETED FORM VIA EMAIL, FAX OR HAND DELIVERY BEFORE THE START OF THE SCHEDULED PUBLIC HEARING.

RETURN RESPONSES AND/OR DIRECT QUESTIONS TO:

Town of Northlake
Development Director

Email: nreddin@town.northlake.tx.us

Phone: 940-242-5703

Fax: 940-648-0363

Address:

1500 Commons Circle Ste. 300

Northlake, Texas 76226

****FOR OFFICE USE ONLY****

Stamp Received

Property within notification area: ☐ Yes ☐ No

Property ID: _____

Property Size: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); THE PATHWAY
TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE

SUBJECT: PLANNED DEVELOPMENT ZONING CHANGE REQUEST
RURAL RESIDENTIAL (RR) TO RURAL ESTATE PLANNED
DEVELOPMENT (RE-PD)



GOALS/OBJECTIVES:

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

ZONING CHANGE REQUEST INFORMATION:

Site: Approximately 14.2855-acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located on the northeast corner of Florance Road and Strader Road/ Robson Ranch Road.

Applicant/Owner: Kenneth Frisby

Current Zoning: RR – Rural Residential (min. 5 acres lots)/CRO - Conservation Residential Overlay

Proposed Zoning: RE-PD – Rural Estate Planned Development (min. 2 acres lots)

Future Land Use: Ranch Preservation (RP) Character Area – This area is largely undeveloped with ranches, farms, and estates, but may develop low density residential. This area would seek to preserve ranches, farms, and large estates, typically greater than twenty acres, but also allow, under certain conditions, some areas to have an average density of one dwelling unit per five acres with more possible with master planning through a Planned Development process if it can be shown to still generally achieve the character of the area. It is the intention to preserve and enhance rural character.

Summary: The proposed RE-PD calls for the development of 3 lots with a minimum of 2 acres each to front Florance Road, similar to the lots fronting Florance Road in the Stardust Ranch development to the north. The remainder of the property would remain as a single lot with approximately 8 acres. A concept plan for the development is provided along with detailed development standards which are modeled after the standards within the Stardust Ranch RE-PD. The average density across the planned development is one home per 3.57 acres.

Public Hearing: A public hearing is required prior to acting on the zoning change request. Public hearing notices were mailed to Northlake property owners within 200 feet of the subject property as required. Notice was also published in the

Denton Record Chronicle and on the Town's website. As of July 15, 2021, no written comments for or against the request have been received. The applicant did submit some letters of support, including several from neighbors who are in the notification area. A public hearing was held before the P&Z Commission, and Stacy Holland, a resident property owner within 200 feet at 3843 Robson Ranch Road spoke in support of the zoning change.

Staff Analysis:

Staff has reviewed this application in accordance with the Unified Development Code (UDC) and found the submittal to meet the minimum requirements to be considered by the P&Z and Town Council. The Town Council, in considering this PD, should consider the following criteria outlined in the UDC:

1. Whether the proposed PD implements the policies of the adopted Comprehensive Plan and other adopted master plans of the Town;
2. Whether the proposed PD promotes the health, safety, or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town;
3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;
4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;
5. The extent to which the proposed PD will result in a superior development than could be achieved through conventional zoning; or
6. Other criteria which, at the discretion of the Town Council [or P&Z] are deemed relevant and important in the consideration of the PD.

P&Z RECOMMENDATION:

- Recommended approval of the PD zoning change request as presented with a unanimous 5-0 vote at June 29th meeting
 - o Commissioners Amarante, Dixon, Monson, Nichols and Parker voted in favor
 - o Commissioners Fowler and Simpson were absent

COUNCIL ACTION:

- Hold public hearing
- Approve, approve with conditions, or disapprove/take no action on the PD zoning change request

ATTACHMENTS:

- Letters of support
- Ordinance for consideration to approve the PD zoning change

AERIAL VIEWS OF SITE:





TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722E

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 14.2855 ACRE TRACT OF LAND SITUATED IN THE J.E. ANDERSON SURVEY, ABSTRACT NO. 22, IN THE TOWN OF NORTHLAKE FROM “RR” RURAL RESIDENTIAL/“CRO” CONSERVATION RESIDENTIAL OVERLAY TO “RE-PD” RURAL ESTATES PLANNED DEVELOPMENT AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING FOR THE ADOPTION OF DEVELOPMENT STANDARDS; PROVIDING FOR THE ADOPTION OF A CONCEPT PLAN; 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. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of “RR” Rural Residential/“CRO” Conservation Residential Overlay for a 14.2855-acre tract of land located in J.E. Anderson Survey, Abstract No. 22, in the Town of Northlake, Denton County, Texas (the “Property”); and

WHEREAS, the Unified Development Code provides for adoption of Planned Development Districts; and

WHEREAS, the Town of Northlake has received a request from the owners of the Property to rezone the Property to establish a “RE-PD” Rural Estates Planned Development District; and

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 16-1208E on December 12, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, and the requested rezoning complies with recommendations of the plan; 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, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of the zoning change as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on July 22, 2021 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve the zoning change request and establish a "RE-PD" Rural Estates Planned Development District on the Property.

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

SECTION 1. The 14.2855-acre Property more fully described in Exhibit "A" shall be zoned "RE-PD" Rural Estates Planned Development with the concept plan as provided in Exhibit "B" and development standards as provided in Exhibit "C" attached hereto.

SECTION 2. The use of the Property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code, and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3. 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 might be inconsistent or in 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.

SECTION 4. 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 5. 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 6. 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 22nd DAY OF JULY, 2021

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT "A"
FIELD NOTE DESCRIPTION

ALL of that certain tract or parcel of land situated in the J. E. ANDERSON SURVEY, ABSTRACT NO. 22, Denton County, Texas and being a portion that same tract as described in deed to Roger L. Thompson and wife, Sharla S. Thompson, and James Huang as recorded in Volume 2987, Page 233, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a wood fence post found for the southeast corner of said Thompson-Huang tract;

THENCE South 89 degrees 38 minutes 35 seconds West with a wire fence, at a distance of 399.70 feet passing a wood fence post on line in the apparent easterly right-of-way line of Florence Road and with Strader Road, in all a distance of 829.44 feet to a 1/2 inch steel rod with cap stamped "MOAK SURV INC" set at the intersection with Florence Road;

THENCE North 00 degrees 08 minutes 00 seconds East with Florence Road, a distance of 775.63 feet to a 1/2 inch steel rod with cap stamped "MOAK SURV INC" set;

THENCE North 89 degrees 38 minutes 35 seconds East, a distance of 843.27 feet to a 1/2 inch steel rod with cap stamped "MOAK SURV INC" set in a wire fence;

THENCE South 01 degrees 09 minutes 17 seconds West with said wire fence, a distance of 775.87 feet to the PLACE OF BEGINNING and containing 14.892 acres of land, more or less.

N 89°08'39" E - 843.03'



J. JAMES SURVEY
ABST. NO. 1501

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS FRISBY TRACT

COMMUNITY FRAMEWORK

The Frisby Tract development is a small, low-density residential development with lot sizes ranging from a minimum of two (2) acres to more than five (5) acres within the planned development district boundary. The development is designed in context with the adjacent Stardust Ranch and lower-density Rural Residential lots surrounding the development.

GENERAL STANDARDS

1. The design and development of the Frisby Tract shall take place in general accordance with the attached Concept Plan.
2. The maximum number of residential lots in the Frisby Tract development shall be 4. (0.28 homes/gross acre or 3.57 gross acres/home).
3. The Frisby Tract shall be developed in accordance with all applicable development requirements of the Town of Northlake unless otherwise provided herein. In the event of any conflict between these standards and any requirement of the Town, these standards shall apply.

COMMUNITY DESIGN STANDARDS

1. **Perimeter Fencing:** No solid paneled fencing shall be allowed. Fencing shall be split rail, ornamental metal (wrought iron), or similar open style material.
2. **Hike & Bike Trails:** A minimum eight (8) foot wide concrete trail shall be provided along the east side of Florance Road and north side of Strader Road/Robson Ranch Road in accordance with the Town's Future Trail Plan. The trail should be contained within an easement adjacent to the street right-of-way (ROW), and it may encroach the street ROW where staff determines that it will not conflict with any future improvements within the ROW. The trail shall be built with the construction of the house on the subject lot.
3. **Driveway Access:** All access will be from existing streets perimeter streets, Florance Road and Strader Road/Robson Ranch Road
4. **Parkland Dedication/Development:** The provision of hike and bike trails shall be recognized as meeting all of the Town of Northlake's parkland dedication requirements.

DEVELOPMENT STANDARDS

The Frisby Tract development will be comprised of four (4) single-family detached homes with three (3) lots on the western boundary fronting Florance Road with a minimum lot size of two (2) acres and one lot on the eastern side of the property fronting Robson Ranch Road with a minimum lot size of five (5) acres. The lot with a minimum lot size of five (5) acres shall be developed in accordance with the Rural Residential (RR) District of the Northlake Unified Development Code (UDC) as it exists or may be amended. The lots with a minimum lot size of two (2) acres shall be developed in accordance with the Rural Estates (RE) District of the Northlake Unified Development Code (UDC) as it exists or may be amended, except as otherwise provided herein.

Dimensional Requirements

The dimensional requirements for the Rural Estates (RE) District, in accordance with Table 5.1 of the Northlake Unified Development Code (UDC) as amended, shall apply except as indicated below.

Minimum Lot Size and Dimensions

1. Area: 2 acres.

Minimum Yard Setbacks

1. Front: 50 ft.
2. Side: 50 ft.
3. Side adjacent to street: 50 ft.

Miscellaneous Lot Development Requirements

1. Minimum dwelling unit area: 2,700 sf.
2. Maximum height: 40 ft. for the main building.
3. Maximum impervious cover: 40%.

Permitted Uses

Permitted uses allowed in the Frisby Tract shall be all principal and accessory uses which are allowed by right in the Rural Estates (RE) District, in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended. A Special Use Permit (SUP) shall be required for all uses otherwise requiring a SUP in the Rural Estates (RE) District, in accordance with Table 5.2 of the Northlake Unified Development Code (UDC), as amended.

Accessory Uses and Structures

The standards for Accessory Uses and Structures outlined in Sec. 8.2 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. No accessory structure shall be constructed on a lot without a principal structure.
2. No trailers, containers, shipping containers, commercial boxes, vehicles or similar structures shall be used as accessory structures.
3. A maximum of one (1) accessory structure (not a detached garage) and one (1) detached garage shall be permitted per lot.
4. Accessory dwellings shall comply with Section 8.3 of the UDC.
5. Accessory structures shall adhere to the following design requirements:
 - a. Accessory structures with a floor area in excess of 120 square feet but less than 240 square feet shall be constructed with exterior grade wood siding or with the same materials as the principal structure.
 - b. Accessory structures with a floor area in excess of 240 square feet but less than 600 square feet shall be constructed with the same percentage and type of materials as the primary structure.
 - c. Accessory structures with a floor area in excess of 600 square feet shall be constructed with the same percentage and type of materials as the primary structure. Additionally, it shall match the architectural style of the primary structure as much as possible (including, but not limited to, roof style and pitch, window and door design, height measured at the wall top plate and architectural detailing).

Exterior Construction and Design Standards

All exterior construction and design standards outlined in Sec. 9.5 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Architectural repetition: Homes with the same floor plan and/or elevation shall be prohibited from being located next to each other.
2. In addition to the single-family residential mandatory provisions of Sec. 9.5 of the UDC, all homes must contain a minimum of 80% brick, stone, or stucco on the exterior facade.
3. All individual mailboxes as permitted by the United States Postal Service shall be constructed of brick and stone to match the home.

Landscaping and Tree Protection

Landscaping and tree protection standards of Sec. 9.10 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. The front yard of each residential lot shall be fully landscaped with sod and a minimum of three (3) shade trees (three-inch caliper minimum) prior to occupancy of a home. The front yard shall include an irrigation system for maintenance of the required front yard landscaping.

Screening and Fencing

Screening and fencing standards of Sec. 9.11 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Perimeter fencing shall meet the requirements specified in the Community Design Standards section above.

Parking and Loading

Parking and loading standards of Article 10 of the Northlake Unified Development Code (UDC), as amended, shall apply except as indicated below.

1. Each home shall have a minimum of three (3) parking spaces within an enclosed garage.
2. Garage doors shall not face a street unless they are incorporated into a mixed-swing design with only a one-car garage door facing the street and/or the garage is detached and located behind the main house or setback a minimum of 100 feet from the street, whichever is less.

Ken Frisby

From: Peavey, Brandon <[REDACTED]>
Sent: Tuesday, May 18, 2021 2:27 PM
To: [REDACTED]
Subject: Zoning Change/ Florance Road
Attachments: Screen Shot 2018-11-15 at 8.14.19 PM.png

Ken,

Thank you for discussing your request to replat or change the zoning for the lots adjacent to my property. I am in favor of the move to keep Florance Road lots of similar size to new development in the surrounding area. If I can be of assistance with this process please let me know.

Brandon Peavey
Florance Road - A0022A JE. Anderson /TR2A(1)
Northlake, Texas 76247
[REDACTED]



BRANDON PEAVEY
Superintendent
Bridgeport Independent School District
[REDACTED]
2107 15th Street Bridgeport, TX 76426

Ken Frisby

From: Eric Cook <[REDACTED]>
Sent: Thursday, May 20, 2021 8:23 PM
To: [REDACTED]
Subject: Subdivision 2 acre lots

Thank you for stopping by today. As we discussed I do not have any concerns with you subdividing and selling 2 acre lots on the sw side of your property.

Eric Cook

Sent from my Verizon, Samsung Galaxy smartphone
Get [Outlook for Android](#)

Ken Frisby

From: Jackson, Bradley M <[REDACTED]>
Sent: Tuesday, May 11, 2021 10:48 AM
To: [REDACTED]
Subject: Zoning Change

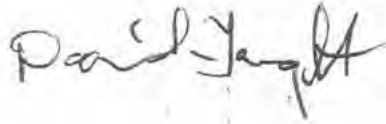
Ken,
Per our conversation earlier today, I do not have a problem with the rezoning request to establish three 2 acre lots on your property at the intersection of Robson Ranch and Florance road. Per our discussion, they would be between 3000-5000sqft in size and be consistent in size and design with the recent home sites that Royal Crest has developed just east of Florance road and north of Robson Ranch road on the 2 acre lots existing there today.

Brad Jackson
7910 Evelyn Ln
Northlake, Tx 76247
[REDACTED]

Kenneth - I don't ~~have~~ have a problem with the rezoning request for you to establish three 2 acre lots on the west side of your property on Florence road . As long as the houses face west like the house that are being built down Florence , they would be consistent

With the homes that are being build around your property .

David Faught
7910 Evelyn Ln
Justin



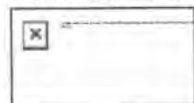
Ken Frisby

From: Melissa Stankavich <[REDACTED]>
Sent: Sunday, May 2, 2021 4:13 PM
To: Ken Frisby
Subject: Meeting This Afternoon

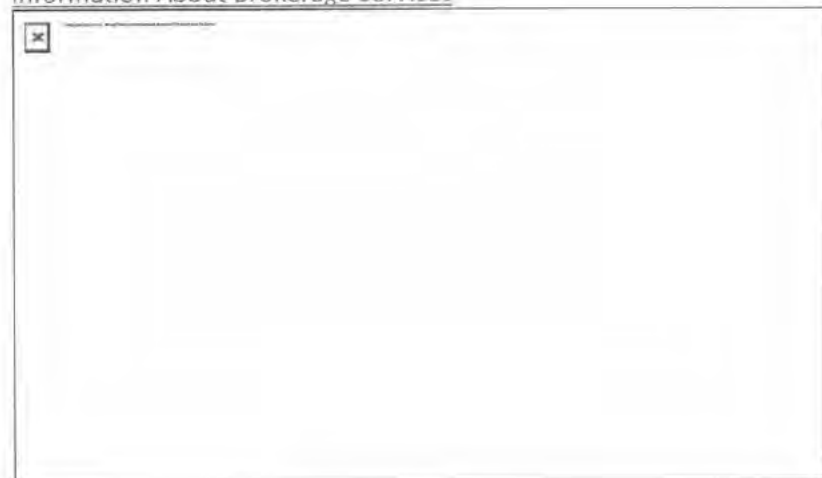
Hi Ken, thanks so much for meeting with us this afternoon. My clients, Femi & Maria Dominic, love the property and would like to select the 2 acre property in the center. We are prepared to write the contract for your full asking price, \$100,000.00 per acre for a total of \$200,000.00 for the 2 acre center lot, immediately upon approval from the city. My client has already secured financing. In a previous conversation you mentioned that you would go to the city immediately following lot selection. If you could please confirm and let me know the date that you would begin that process I would appreciate it.

Thanks so much for the lovely tour that you gave us! I look forward to hearing from you.

Melissa Stankavich



Consumer Protection Notice
Information About Brokerage Services



From: [Ken Frisby](#)
To: [Nathan Reddin](#)
Subject: Fwd: Florance road property
Date: Monday, May 24, 2021 5:44:44 PM

Nathan I'm not sure if you can print this email and attach it to my paperwork I appreciate it wasn't sure if it was included.

Sent from my iPhone

Begin forwarded message:

From: Joshua Akers [REDACTED]
Date: May 21, 2021 at 10:54:28 AM CDT
To: Ken Frisby [REDACTED]
Subject: Florance road property

Ken,
I've got no issue with the rezoning request for your property that runs along Florance road.

Josh Akers
6401 Florance Rd
Northlake, TX 76247

--

Josh

Colossians 3:17 "Whatever you do in word or deed do it all in the name of the Lord Jesus giving thanks to God the Father through Him."

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); THE PATHWAY TO 2040 NORTHLAKE COMPREHENSIVE PLAN UPDATE

SUBJECT: PLANNED DEVELOPMENT ZONING CHANGE REQUEST INDUSTRIAL (I) TO INDUSTRIAL PLANNED DEVELOPMENT (I-PD)



GOALS/OBJECTIVES:

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

ZONING CHANGE REQUEST INFORMATION:

Site: Approximately 251-acre tract of land located on the east side of Harmonson Road at 10677 Harmonson Road

Applicant: Westgate Capital Group, LLC

Owner: 6 McFarm LLC

Current Zoning: Industrial (I)

Proposed Zoning: Industrial Planned Development (I-PD)

Future Land Use: Business Park Character Area

Background: A future land use plan amendment and zoning change for this site were approved by Town Council on December 10, 2020 in anticipation for development as an industrial business park. A development agreement for the proposed development is under negotiation. The applicant has requested similar provisions as included in the developer agreements for the Foster and Buchanan Tracts. Since those tracts were not within the Town limits at the time of the agreements, some provisions could be included within the provision which would otherwise need to be approved via zoning if within the Town limits such as the 6 McFarm tract.

Summary: The purpose of the PD according to the applicant is “to provide flexibility in terms of development while maintaining standards that will encourage future growth.” The proposed PD is based on the existing I-Industrial zoning with a few modifications from the typical standards for development in the I-Industrial zoning district. Similar modifications were granted for development of the nearby Foster and Buchanan Tracts via a Development Agreement while those properties were still in the extraterritorial jurisdiction (ETJ) of Northlake. Similar provisions can only be approved via

zoning, such as through the PD zoning change process for properties within the Town limits. A concept plan for the development is provided along with development standards.

Public Hearing: A public hearing is required prior to acting on the zoning change request. Public hearing notices were mailed to Northlake property owners within 200 feet as required. Notice was also published in the Denton Record Chronicle and on the Town's website. As of July 15, 2021, only one written comment has been received. A copy is attached. A public hearing was held before the P&Z Commission, and Thomas Hillsman, representing the applicant, Westgate Capital Group, spoke in support of the zoning change.

Staff Analysis: Staff has reviewed this application in accordance with the Unified Development Code (UDC) and found the submittal to meet the minimum requirements to be considered by the P&Z and Town Council. The Town Council, in considering on this PD, should consider the following criteria outlined in the UDC:

1. Whether the proposed PD implements the policies of the adopted Comprehensive Plan and other adopted master plans of the Town;
2. Whether the proposed PD promotes the health, safety, or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town;
3. Whether the uses permitted by the proposed change in zoning district classification and the standards applicable to such uses will be appropriate in the immediate area of the land to be reclassified;
4. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers or other public services and utilities to the area;
5. The extent to which the proposed PD will result in a superior development than could be achieved through conventional zoning; or
6. Other criteria which, at the discretion of the Town Council [or P&Z] are deemed relevant and important in the consideration of the PD.

P&Z RECOMMENDATION:

- Recommended approval of the PD zoning change request as presented with a unanimous 5-0 vote at June 29th meeting
 - o Commissioners Amarante, Dixon, Monson, Nichols and Parker voted in favor
 - o Commissioners Fowler and Simpson were absent

COUNCIL ACTIONS:

- Hold public hearing
- Approve, approve with conditions, or disapprove/take no action on the PD zoning change request

ATTACHMENTS:

- Public hearing notification response
- Ordinance for consideration to approve the PD zoning change

AERIAL MAP:





TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722F

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 251.044 ACRE TRACT OF LAND SITUATED IN THE M.E.P. & P.R.R. SURVEY, ABSTRACT NO. 910, THE H. ANDERSON SURVEY, ABSTRACT NO. 25, AND THE S.A. VENTERS SURVEY, ABSTRACT NO. 1313, IN THE TOWN OF NORTHLAKE FROM “I” INDUSTRIAL TO “I-PD” INDUSTRIAL PLANNED DEVELOPMENT AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING FOR THE ADOPTION OF DEVELOPMENT STANDARDS; PROVIDING FOR THE ADOPTION OF A CONCEPT PLAN; 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. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of “I” Industrial for a 251.044-acre tract of land located in the M.E.P. & P.R.R. Survey, Abstract No. 910, the H. Anderson Survey, Abstract No. 25, and the S.A. Venters Survey, Abstract No. 1313, in the Town of Northlake, Denton County, Texas (the “Property”); and

WHEREAS, the Unified Development Code provides for adoption of Planned Development Districts; and

WHEREAS, the Town of Northlake has received a request from the owners of the Property to rezone the Property to establish an “I-PD” Industrial Planned Development District; and

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 16-1208E on December 12, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, and the requested rezoning complies with recommendations of the plan; 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, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of the zoning change as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on July 22, 2021 with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve the zoning change request and establish a "I-PD" Industrial Planned Development District on the Property.

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

SECTION 1. The 251.044-acre Property more fully described in Exhibit "A" shall be zoned "I-PD" Industrial Planned Development with the concept plan as provided in Exhibit "B" and development standards as provided in Exhibit "C" attached hereto.

SECTION 2. The use of the Property described in Exhibit "A" shall be subject to all applicable regulations contained in the Development Standards provided in Exhibit "C", the Unified Development Code, and all other applicable and pertinent ordinances of the Town of Northlake.

SECTION 3. 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 might be inconsistent or in 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.

SECTION 4. 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 5. 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 6. 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 22nd DAY OF JULY, 2021

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

EXHIBIT A
Legal Description of Property

BEING all that certain 251.044 acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 910, H. Anderson Survey, Abstract No. 25, and the S. A. Venters Survey, Abstract No. 1313, Town of Northlake, Denton County, Texas, and being a portion of that certain tract of land conveyed to 6 McFarm, LLC, by deed recorded in Document Number 2017-15557, Official Public Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at a spike nail found for the most westerly northwest corner of said McFarm tract, same being the most northerly northeast corner of that certain tract of land conveyed to Petrus Investment, L.P., by deed recorded in Volume 4246, Page 546, Deed Records, Denton County, Texas, and being in a westerly bend of Harmonson Road (a prescriptive right-of-way), same being in the south line of that certain tract of land conveyed to Keith Family Limited Partnership, by deed recorded in Document Number 2009-35481, said Official Public Records;

THENCE along the common line of said McFarm tract and said Keith tract as follows:

North 89 deg. 44 min. 30 sec. East, a distance of 637.17 feet to a 3/8 inch iron rod with yellow cap stamped "RPLS 1629" found for corner, same being the southeast corner of said Keith tract;

North 00 deg. 15 min. 37 sec. West, a distance of 2176.57 feet to a 3/8 inch iron rod found for the most northerly northwest corner of said McFarm tract, same being the northeast corner of said Keith tract, same being in the south line of that certain tract of land conveyed to Cameron B. Ketchersid, by deed recorded in Document Number 2016-1739, aforesaid Official Public Records;

THENCE along the common line of said McFarm tract and said Ketchersid tract as follows:

North 89 deg. 41 min. 07 sec. East, a distance of 1022.69 feet to a point for corner;

South 00 deg. 20 min. 45 sec. East, a distance of 41.30 feet to a 60D nail found for corner;

South 89 deg. 45 min. 59 sec. East, a distance of 894.40 feet to a 60D nail found for the northeast corner of said McFarm tract, same being the northwest corner of that certain tract of land conveyed to Crockett Concrete Co. Inc., by deed recorded in Volume 1593, Page 275, aforesaid Deed Records;

THENCE South 00 deg. 43 min. 47 sec. East, along the common line of said McFarm tract and said Crockett tract, a distance of 4770.18 feet to a point for the southeast corner of said McFarm tract, same being the southwest corner of said Crockett tract, same being in the north line of that certain tract of land conveyed to Richard Howard Foster, Marilyn Stewart, and Karen Elaine Lewis, by deed recorded in Volume 4301, Page 1840, said Deed Records, same being in the approximate centerline of aforesaid Harmonson Road;

THENCE North 89 deg. 40 min. 48 sec. West, along the common line of said McFarm tract and said Foster, Stewart, and Lewis tract, same being the approximate centerline of said Harmonson road, passing at a distance of 80.07 feet, a 5/8 inch iron rod found for the northwest corner of said Foster, Stewart, and Lewis tract, same being the most easterly northeast corner of aforesaid Petrus tract, and continuing along the common line of said McFarm tract and said Petrus tract, and continuing along the approximate centerline of said Harmonson Road, passing a northwest corner of said Petrus tract, same being the northeast corner of that certain tract of land conveyed to Rita Jane Solomon, by deed recorded in Volume 803, Page 1, said Deed Records, and continuing along the common line of said McFarm tract and said Solomon tract, and continuing along the approximate centerline of said Harmonson Road, a total distance of 2590.04 feet to a 1/2 inch iron rod found for the most southerly southwest corner of said McFarm tract, same being the northwest corner of said Solomon tract, same being in the east line of aforesaid Petrus tract, same being on the west side of a northerly bend of said Harmonson Road;

THENCE North 00 deg. 20 min. 10 sec. West, along the common line of said McFarm tract and said Petrus tract, and continuing along the approximate centerline of said Harmonson Road, a distance of 2615.28 feet to the POINT OF BEGINNING and containing 251.044 acres of computed land, more or less.

EXHIBIT B
Concept Plan Exhibit

[See following page]

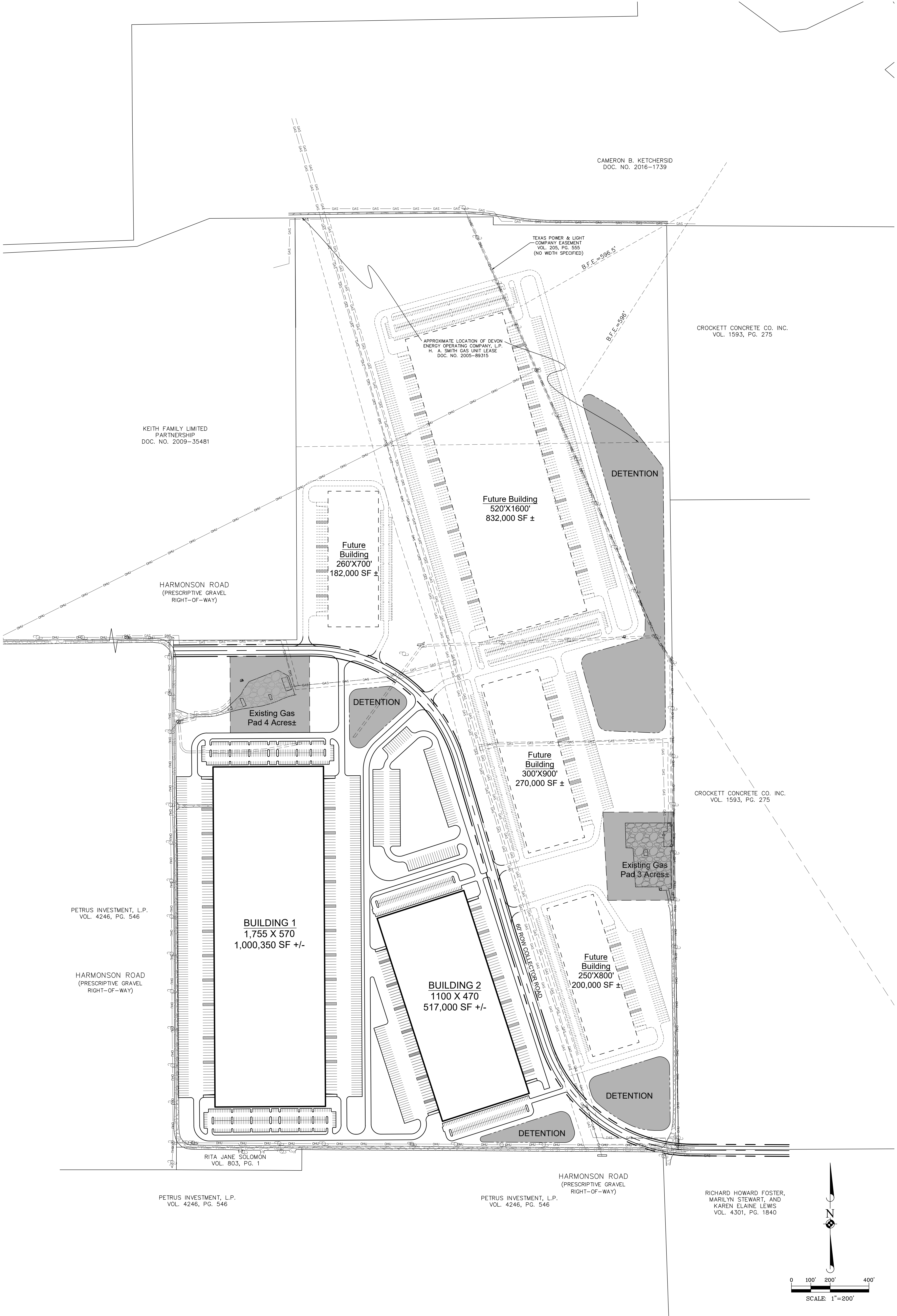


EXHIBIT C
Development Standards
6 McFarm Property
251.044 ACRES

Statement of Purpose and Intent

The intent of this Planned Development (PD) is to provide regulations for the development of an industrial business park (the "Project") on 251.044 acres of land (the "Property") within the Town of Northlake, Texas (the "Town"). These regulations are intended to provide flexibility in terms of development while maintaining standards that will encourage future growth. Except as modified or amended herein, this Planned Development shall conform to all applicable sections of the Town's Unified Development Code (the "UDC").

Project Location

The Project is located in the M.E.P. & P.R.R. Survey, Abstract No. 910, H. Anderson Survey, Abstract No. 25, and the S. A. Venters Survey, Abstract No. 1313, Town of Northlake, Denton County, Texas and is more fully described in the attached legal description (Exhibit A).

Development Standards

All development within the boundary of this Planned Development District shall adhere to the rules and regulations set forth herein. This zoning document and the Exhibits listed below supersede any existing zoning, use and development regulations for the tract of land described herein.

Exhibit A Legal Description of Property
Exhibit B Concept Plan Exhibit

Development Regulations

1. Except as otherwise defined in this PD, terms used herein shall be the same as those found in the UDC in effect on the effective date of this PD (hereinafter, the "Zoning Ordinance").
2. The base zoning for the Property shall comply with the Industrial (I) zoning district as it exists in the Zoning Ordinance, excluding Article 13 which is hereby made inapplicable to the Property (the "Development Standards"). In addition to the uses allowed by right under the Industrial (I) zoning district, the following uses shall be permitted by right within the subject property:

Call Center and Telemarketing Services
Cold Storage Warehouse
Data Processing Center and/or Services
Distribution Warehouse
General Warehouse
Logistics Warehouse
Office Showroom
Package Delivery Services

3. The Mayor, the Town Manager or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation, the following: (i) an increase in the height of any structure by ten percent (10%) or less; (ii) a setback reduction of ten percent (10%) or less; (iii) an increase in lot coverage of ten percent (10%) or less; (iv) minor setback reductions associated with oil and gas well, well head or similar improvements or equipment; or (v) relocation of structures provided setbacks are maintained except as otherwise provided above, parking is not reduced, uses are not added to the list of permitted uses, and circulation is approved by the Town Manager or a designee.
4. Except for variances specifically authorized to be considered by the Board of Adjustment (the "BOA") in Sec. 3.4 of the UDC, the Town Council may waive strict compliance with the Development Standards on a case-by-case basis when a developer demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.
5. The Town Council hereby approves the following exceptions to the Development Standards: (i) loading dock areas for the Project may be oriented facing public rights-of-way so long as a developer utilizes, at a minimum, three foot (3') undulating berms with tree and shrub plantings in compliance with the Town's landscaping standards in effect on the effective date hereof; (ii) the loading docks facing public rights-of-way shall be exempt from vertical articulation; (iii) rooftop equipment not exceeding six feet (6') in vertical height and located fifty feet (50') from exterior walls shall be permitted for the Project but shall be screened with a quality metal material (as reasonably determined by the developer) in a color that is light and/or matches the building color, and such screen may be a maximum height of six feet (6'); and (iv) the setback from any well head shall be one hundred feet (100").
6. In the event of any conflict between this PD and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the effective date or hereinafter adopted by the Town (collectively, "Town Zoning Ordinances and Regulations"), this PD shall prevail and control. All Town Zoning Ordinances and Regulations that are inconsistent with the terms and provisions of this PD are hereby made inapplicable to the Property.
7. The Concept Plan attached hereto as Exhibit B and incorporated herein by reference, demonstrates potential locations and relationships of the uses permitted under this PD. Because of anticipated development dynamics, it is anticipated that the overall Concept Plan will change from time to time. Revisions to the Concept Plan shall not be considered to be amendments to the PD zoning requirements and, in addition to the ability of the Town Manager or designee to change the same under Section 5.10D of the UDC, shall be administratively reviewed and approved by the Town Manager, or his/her designee provided the change does not (i) increase the height of any structure by more than ten percent (10%); (ii) reduce a setback by more than ten percent (10%) or less; (iii) increase lot coverage by more than ten percent (10%); or (iv) add uses to the permitted uses.
8. Site Plans shall be required for all developments within this PD in general accordance with the Concept Plan and be processed according to Sec. 12.15 of the UDC. The process for approving required Concept Plans and Site Plans may not be used to require conditions that conflict with or

are inconsistent with the terms of this document. Concept Plans and Site Plans may be submitted and approved on a project by project basis, and no particular phasing or development schedule shall be required.

CASE INFORMATION

Public Hearing Date: P&Z - June 29, 2021, 5:30 pm; Town Council - July 22, 2021, 5:30 pm
Case Type: Planned Development (PD) Zoning Change
Case Name: 251-acre 6 McFarm LLC property PD zoning change request from I to I-PD
Case #: PD-21-004

WRITTEN RESPONSE

Please check one: ☐ In favor of request ☒ Neutral/Undecided on request ☐ Opposed to request

Comments (optional):

Signature: _____

Date: _____

Printed Name: Cameron B. Ketchersid

Address: 1742 C.R. 2675

City/State/ZIP: ALVORD, TX 76225

Phone number: 817 360 3016 817 637 0357 940 427 3300

RETURN COMPLETED FORM VIA EMAIL, FAX OR HAND DELIVERY BEFORE THE START OF THE SCHEDULED PUBLIC HEARING.

RETURN RESPONSES AND/OR DIRECT QUESTIONS TO:

Town of Northlake

Nathan Reddin, Development Director

Email: nreddin@town.northlake.tx.us

Phone: 940-242-5703

Fax: 940-648-0363

Address:

1500 Commons Circle Ste. 300

Northlake, Texas 76226

****FOR OFFICE USE ONLY****

Stamp Received

Property within notification area: ☐ Yes ☐ No

Property ID: _____

Property Size: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC. : LANDMARK STRUCTURE CONSTRUCTION CONTRACT

SUBJECT: CONTRACT CHANGE ORDER NO. 1 WITH LANDMARK STRUCTURE
FOR INSTALLATION OF PRESSURE REDUCING VALVE



STRATEGIC GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- April 12, 2018 – Council awarded Halff contract to design water system improvements in North Pressure Plain.
- September 13, 2018 – Council issued Series 2018 Certificates of Obligation for water system improvements with total proceeds at \$12,218,908.10.
- November 14, 2020 – Council awarded construction contract to Landmark Structure for North Elevated Storage Tank (EST) not to exceed \$3,069,000
- North EST soon to be completed
- Town Engineer determined water system pressures in some areas above recommended levels
- Town Engineer recommends installing pressure reducing valve to balance system pressures
- Estimated amount of change order exceeds Town Manager's change order authority
- Available funds in North Pressure Plane Impact Fee Fund

COUNCIL DIRECTION:

- Authorize Town Manager to execute change order with Landmark Structure for installation of pressure reducing valve not to exceed \$175,000



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-23

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE A CHANGE ORDER TO THE CONTRACT WITH LANDMARK STRUCTURE I, LP TO INSTALL PRESSURE REDUCING VALVE FOR AN AMOUNT NOT TO EXCEED \$175,000

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to provide a safe and reliable water system to customers and the public; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Manager to enter into a contract with a qualified contractor; and

WHEREAS, the Town contracted with Landmark Structure I LP on August 13, 2020, to construct a 750,000-gallon elevated water storage tank and other water system improvements at a cost not to exceed \$3,069,000.00; and

WHEREAS, upon completion of the elevated storage tank, water system pressure for certain areas were determined to be above recommended pressures; and

WHEREAS, the Town Engineer has also determined the most efficient method to balance system pressures is to install a pressure reducing valve which is estimated to cost up to \$175,000; and

WHEREAS, the North Pressure Plain Impact Fee Fund has available funds for this change order amount; and

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

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

SECTION 2. That the Town Council hereby finds and determines that a public purpose and necessity exists for the Town to increase the amount of the current contract with Landmark Structure I LP as set forth below.

SECTION 3. That the Town Manager is hereby authorized, on behalf of the Town, to execute a contract change order with Landmark Structure I, L.P., for construction of a pressure reducing valve and



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

appurtenances in accordance with the Town Engineer's recommendations in an amount not to exceed \$175,000.00.

PASSED AND APPROVED by the Town Council on this the 22nd day of July 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

- Legend
- Town Limits

100-Year Floodplain

Modeled Existing Pipe

Existing Pipe (GIS)

- Maximum Pressure
- less than 35 psi

35 psi - 50 psi

50 psi - 90 psi

90 psi - 100 psi

100 psi - 105 psi

greater than 105 psi

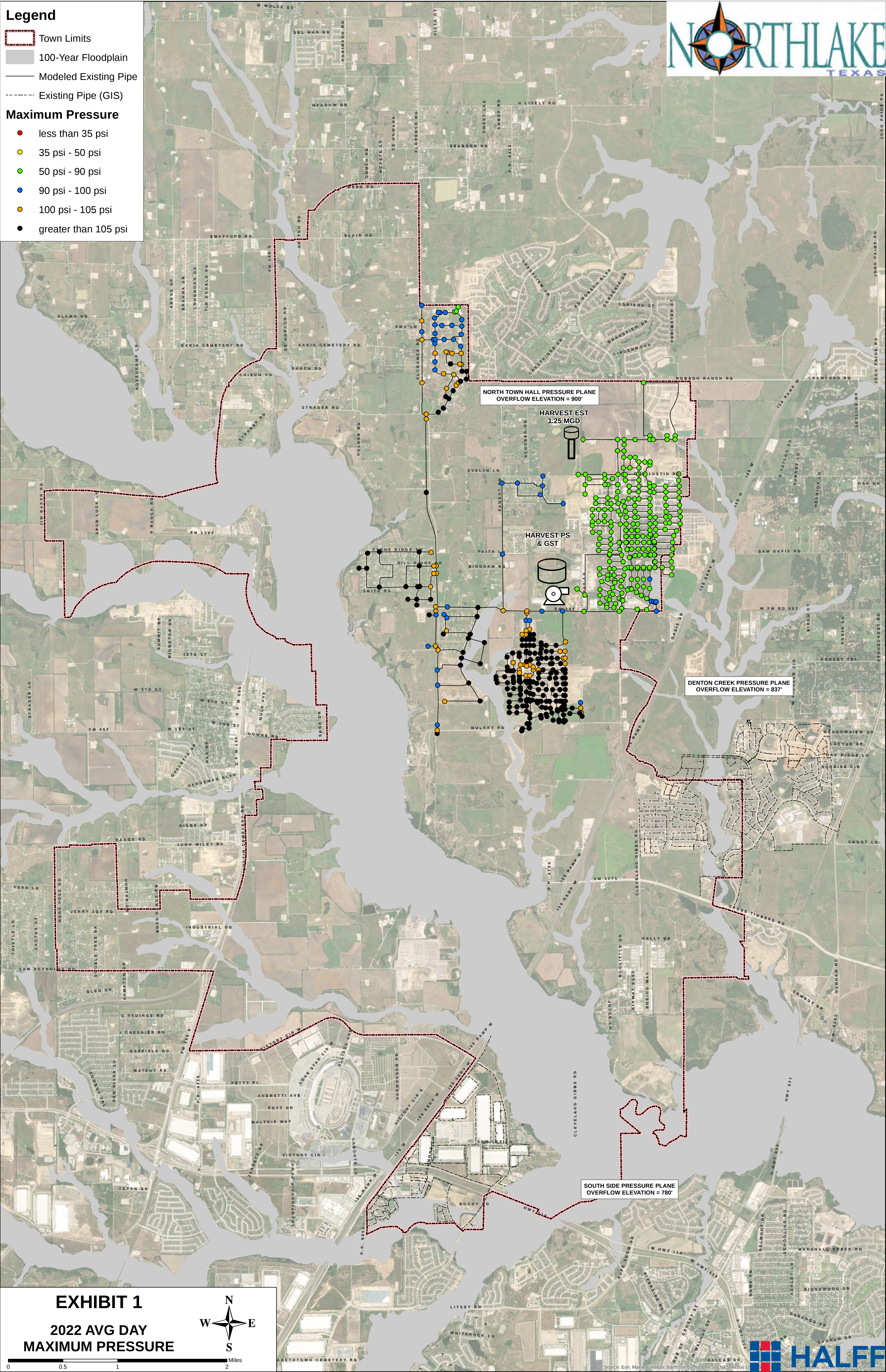
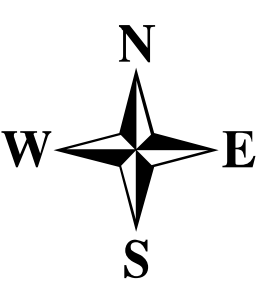


EXHIBIT 1
2022 AVG DAY
MAXIMUM PRESSURE



0 0.5 1 2 Miles



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC. : ENGINEERING SERVICES CONTRACT WITH HALFF

SUBJECT: CONTRACT AMENDMENT WITH HALFF & ASSOC. FOR DESIGN OF
CATHERINE BRANCH WASTEWATER TRUNK LINE PHASE 2



STRATEGIC GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- August 13, 2020 – Town contracted with Halff & Associates to design and permit wastewater treatment plant (WWTP) at Catherine Branch and IH-35W
- October 8, 2020 – Town Council adopted development agreements for Foster and Buchanan tracts
- Developers of Foster and Buchanan tracts designing and constructing Catherine Branch Wastewater Trunk Line Phase 1 with Town contribution for oversizing
- Town contracted with Halff to study various sewer alignments for Phase 2 improvements
- Town staff discussed route options with effected property owners along proposed sewer line
- Town staff negotiating agreements with property owners for easements for sewer line
- Town submitted to TCEQ permit to construct WWTP as part of Phase 1 improvements
- Town Council adopted Resolution 21-20 expressing intent to reimburse project costs with future debt issuance planned as part of proposed FY 2021-2022 budget

COUNCIL ACTION:

- Authorize Town Manager to enter into contract with Halff and Associates for design of Catherine Branch Wastewater Trunk Line Phase 2 project not to exceed \$525,000.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO AMEND CONTRACT WITH HALFF AND ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR CATHERINE BRANCH WASTEWATER TRUNK LINE PHASE 2 IN AMOUNT NOT TO EXCEED \$525,000

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

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

WHEREAS, the Town contracted with Halff and Associates to perform engineering services for the design, survey, construction management and permitting for an interim wastewater treatment plant; and

WHEREAS, the Town has received interest from property owners for sewer service along future Catherine Branch sewer line; and

WHEREAS, the Town contracted with Halff and Associates to perform engineering services for the alignment study of future wastewater trunk line routes along Catherine Branch Creek; and

WHEREAS, understanding the alignment of the sewer line will assist the Town and property owners in easement dedication decisions; and

WHEREAS, the Town of Northlake Council adopted Resolution 21-20 expressing intent to reimburse project costs related to the Catherine Branch sewer projects with future debt; and

WHEREAS, in the best interests of the Town of Northlake and to expedite the project, design of the Phase 2 of the trunk line should begin immediately; and

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

SECTION 1. The Town Manager is hereby authorized to finalize and enter into a contract amendment with Halff and Associates whereby the Town will contract for engineering design services in an amount not to exceed \$525,000 for the design of Catherine Branch wastewater Trunk Line Phase 2.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this the 22nd day of July 2021.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT “A”
SCOPE OF SERVICES
for
CATHERINE BRANCH TRUNK LINE PHASE 2
in
THE TOWN OF NORTHLAKE

1. Description

The purpose of the project is to install a wastewater trunk line along Catherine Branch from the west side of Boss Range Road to the west property line of the Foster Tract. This project includes approximately 12,500 linear feet of wastewater line and will follow, in general, Alignment 1 as defined in the Catherine Branch Wastewater Interceptor Route Study dated June 2021. Based on the route study, the trunk line will range in size between 15 and 21-inch diameter. Final size will be determined during the design process.

2. Assumptions

- A.** The Consultant's services shall include only those that are normal and customary and are not represented as special services or those requiring expertise greater than that provided by other service providers.
- B.** The wastewater line will be designed per the current version of the Town of Northlake Engineering Design Manual.
- C.** This project will reference the current version of NCTCOG standard specifications. No project-specific specifications are anticipated.
- D.** Town of Northlake and TxDOT standard details will be used for this project. One sheet of project-specific details is anticipated.
- E.** No pavement, water or storm drain design is included in this proposal.

3. Basic Services

A. Verify Alignment

- (1) Predesign Coordination Meeting: Meet with Town to obtain feedback on alignment alternatives.
- (2) Alignment Walk and Data Collection: Walk recommended trunk line alignment to identify any potential conflicts and confirm constructability.

- (3) Coordinate with Property Owners: Contact property owners and obtain feedback on the trunk line alignment through each property.

B. Construction Plans: The Consultant shall develop construction plans for review, permitting, bidding, construction, inspection, and record keeping. The construction plans will consist of numerous sheets ordered as follows:

- (1) Cover Sheet and Sheet Index: The cover sheet shall include a location map. Additionally, the cover sheet shall show the project name, project number, date, Town logo, Professional's name, address, and telephone number and other items as may be specified. Following the cover sheet shall be a sheet index with drawings numbered consecutively and without subscripts.
- (2) Project General Notes and Legend: These sheets will include a listing of abbreviations, legend, and general notes.
- (3) Project Layout Sheets: The project layout sheet will be drawn to a scale of 1" = 100' and laid out with the north arrow up and to the right. The purpose of the project layout is to depict the project in a simplified view. Survey control points and trunk line coordinates will be shown on these sheets.
- (4) Right of Way Map: The right of way maps will be drawn to a scale of 1" = 50' and laid out with the north arrow up and to the right. These sheets will show existing right of way, property, and easements lines. Proposed permanent and temporary easements will be labeled and dimensioned.
- (5) Wastewater Plan and Profile Sheets: The plan and profile sheets will be drawn to a scale of 1" = 20' horizontal, 1" = 4' vertical, and laid out with the north arrow up and to the right.
- (6) Erosion Control Plans: The erosion control plans will be drawn to a scale of 1" = 50' and laid out with the north arrow up and to the right. These sheets will show erosion control measures such as silt fence, construction entrance/exits, etc.
- (7) Detail Sheets: The Town's standard drawings will be used for this project. Where other agency standards are used, such as TxDOT, they shall be reduced as necessary to fit on the Town's standard sheet format with complete title block. Project specific detail sheets will be developed if necessary.
- (8) Review Plans: Preliminary plans shall then be prepared and submitted at the 60% milestone. Final plans shall be prepared and submitted at the 100% milestone. Also, the Consultant may submit plan sheets or

working drawings to the Town for review and comment to reduce the number of revisions that otherwise would be required. During development of the plans, the Consultant shall attend meetings as needed.

(9) Design: The design of the project shall be in general accordance with the Town of Northlake ordinances, standard details, and good engineering practices. During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical.

(10) Prints: The Consultant shall provide prints of construction plans for review and permitting. Five (5) sets of half-size (11"x17") plans will be submitted to the Town for each review stage. Construction plans shall be furnished full-size (22"x34") and half-size. Up to four (4) full-size and four (4) half-size final construction plans shall be furnished to the Town. Up to two (2) full-size and three (3) half-size final construction plans shall be furnished to the Contractor. Electronic files in PDF and DGN or DWG format shall be provided to the Town and Contractor for use during construction.

(11) Generic Sheet List: Following is a general list of plan sheets required for each construction package.

- (a) Cover Sheet
- (b) Sheet Index
- (c) General Notes and Legend
- (d) Project Layout
- (e) ROW Maps
- (f) Wastewater Plan and Profile Sheet
- (g) Erosion Control Plans
- (h) Town of Northlake and/or TxDOT Standard Details
- (i) Project Specific Details

C. Specifications: The Consultant shall prepare a project manual and technical specifications required for bidding and constructing the project. The project manual will be provided in the Town's standard format. Only specifications amending or supplementing COG specifications need be furnished. Project manual, specifications, bid items and quantities shall be furnished on hard copy and by electronic file.

D. Estimates: Estimates of probable cost will be developed at each milestone submittal.

E. Construction Control Staking: The Contractor will provide any necessary construction staking.

F. Bidding, Construction, Closure:

- (1) Bidding – During the bidding phase, the Consultant will sell plans and maintain a plan holder's list, assist the Town by addressing technical questions and preparing addenda. The Consultant will attend the prebid conference and bid opening, evaluate bids, prepare the bid tabulation, and make recommendation for award of contract.
- (2) Construction – The Consultant will not be responsible for the contractor's work, nor shall the Consultant be required to perform inspection services. The Consultant will attend the preconstruction conference, review submittals, and handle any field changes and/or change orders which may become necessary for the orderly completion of the project. The Consultant will review and approve applications for payment prepared by the Contractor. The Consultant will attend monthly construction meetings, make periodic site visits, and attend the final walk through. The Consultant will prepare record drawings based on red lines and documents provided by the Contractor and Town Inspector.

G. Miscellaneous: Miscellaneous services not provided for herein and not generally associated with a project of this type will be paid for under an amendment to this Agreement and for an additional fee.

4. Special Services

- A. Right of Entry Preparation:** Prepare and obtain up to 10 right of entries for design survey, SUE, geotechnical, environmental, and engineering investigation. If permission cannot be obtained, the Town will assist, or other arrangements worked out.
- B. Design Survey:** The Consultant shall provide surveying services, which, in general may be defined as normal services applicable to a project of this type. The following particulars will also apply.

- (1) Vertical benchmarks shall be established such that all points of construction shall be within 300 feet of a benchmark. Benchmarks should not be subject to loss during construction.
- (2) Topographic features will be surveyed along with all other features needed for design, review, permitting, construction, and inspection of the project. Coverage will extend beyond the proposed easement far enough to integrate design with the adjacent property features. Topographic information will be obtained by both traditional survey methods and through the use of geospatial products.
- (3) A tree survey is not included in the scope of work.
- (4) Existing property corners, iron pins, etc. shall be tied into established, existing rights-of-way. Prior to surveying on private property, the surveyor shall obtain written right-of-entry from the property owners and/or tenants.

C. Easement Exhibit Preparation:

- (1) A maximum of ten (10) permanent wastewater easements and ten (10) temporary construction easements may be required for the project.
- (2) Individual Exhibits for each parcel shall be prepared to contain the following:
 - (a) Area required
 - (b) Parcel number
 - (c) Property owner name, mailing address, and volume and page of deed
 - (d) Existing easements
 - (e) Exhibits will be drawn to scale
 - (f) All of the above shall be placed on one page of 8-1/2" x 11" paper, labeled as Exhibit "B" and signed and sealed by a Texas Registered Professional Land Surveyor.
- (3) Legal descriptions for each parcel shall reference the volume, page, and owner of the parent tract and shall be incorporated into a standard Town of Northlake conveyance document as Exhibit "A". Individual parcels will be cross-referenced on the plans.
- (4) Submit right-of-way documents to the Town and make necessary corrections.
- (5) Upon approval of the right-of-way by the Town, and if required, the Professional shall stake and flag the right-of-way for inspection by the appraiser and property owner. The documents, including legal

description, shall be furnished to the Town in Microsoft Word and PDF format.

D. Easement Acquisition Services: Parcel acquisition, appraisal and title commitment for up to 10 parcels acquired for construction of the project will be prepared as follows:

(1) Main Services

I. Project Administration

A. Negotiation of the Scope of Services for Work Authorization

1. ROW Consultant will visit project site with Town Personnel.

B. Communication

1. Maintain status reports of all parcel and project activities and provide weekly.
2. Provide schedule of all areas of work indicating anticipated start and end dates.
3. Attend weekly status meetings.
4. Prepare initial property owner contact list for use by Town in distribution of ROW Consultant introduction letters.

C. File Management

1. Project and parcel files will be kept at the Town. Working files will be kept in the ROW Consultant's project administrative office, but documents generated or received by the ROW Consultant will be forwarded to the Town as they are generated or received by the ROW Consultant.
2. Prepare invoices utilizing Town standard payment submissions forms with supporting documentation.
3. Maintain records of all payments including warrant/check number, amount, and date paid, etc.
4. Maintain copies of all correspondence and contacts with property owners.

II. Title and Closing Services

A. Secure preliminary title commitment or preliminary title search and 5-year sales data from the title company that will be providing title insurance.

1. The charges from the Title Company for the preliminary title commitments will be paid by the Town and are not be included in the Consultant's negotiated fee schedule.

B. Secure title commitments updates in accord with insurance rules and requirements for parcel payment submissions. The charges from the Title Company for the update of the title commitment will be paid by Town and should not be included in the Consultant's negotiated fee schedule.

C. Secure title insurance for all parcels acquired, insuring acceptable title. Written approval by Town required for any exception. The charges from the Title Company for the update of the title insurance will be paid by Town and should not be included in the Consultant's negotiated fee schedule.

D. The curative services necessary to provide clear title to the Town is the responsibility of the Consultant and is to be included in the negotiated fee schedule for this service. Note: the Consultant's curative services do not include cost/expenses that qualify as payment of incidental expenses to transfer real property to the Town.

E. The Consultant has the responsibility of direct contact with the Title Company to obtain an updated title commitment along with other forms and certified copy of the instrument of conveyance when requesting the Parcel Payment from the Town.

F. The Consultant provides closing services in conjunction with the Title Company and at the discretion of the Town may be required to attend closings.

G. Any fee related to obtaining certified court documents and fees for recording same which are not collected at the closing of the parcel shall be direct pass through fees.

H. Consultant shall cause the recordation of all original instruments immediately after closing at the respective County Clerk's Office. The cost of recording fees and filing fees are paid by the Town and should not be included in the Consultant's negotiated fee schedule.

III. Negotiation Services

A. Analyze appraisal and appraisal review reports and confirm Town's approved value prior to making offer for each parcel.

B. Analyze preliminary title report to determine potential title problems, propose methods to cure title deficiencies.

C. Prepare and send the letter transmitting the Landowners' Bill of Rights by Certified Mail-Return Receipt Requested (CMRRR).

D. Prepare the initial offer letter, memorandum of agreement, instruments of conveyance, and any other documents required or requested by Town on applicable forms.

E. Contact each property owner or owner's designated representative, to present the written offer in person where practical, and deliver appraisal report and required brochures. Maintain follow-up contacts and secure the necessary instruments upon acceptance of the offer for the closing.

F. Provide a copy of the appraisal report for the subject property exclusively to the property owner or authorized representative at the time of the offer. Maintain original signed Receipt of Appraisal for billing purposes.

G. Respond to property owner inquiries verbally and in writing within two business days.

H. Prepare a separate negotiator contact report for each parcel per contact on approved form.

I. Maintain parcel files of original documentation related to the purchase of the real property or property interests.

J. Advise property owner on the Administrative Settlement process. Transmit to Town any written counteroffer from property owners including supporting documentation, and Consultant recommendation regarding Administrative Settlements in accordance with Town policy and procedures.

K. Prepare final offer letter, documents of conveyance as necessary.

L. Appear and provide Expert Witness testimony as a Consultant when requested. The cost of the Consultant's expert witness testimony for trial is not part of this contract.

M. Issue Property Owner's Survey to property owner.

IV. Initial and Update Appraisal Service

A. Appraisers should provide advance notice of the date and time of their appraisal inspections of the subject property to the

Consultant's Project Administrator in order to coordinate the appraiser's inspection.

B. Secure written permission from the owner to enter the property from which real estate is to be acquired. If the Appraiser, after diligent effort, is unable to secure the necessary letter of permission from the property owner, a waiver must be obtained in writing from the Town.

C. Prepare and conduct personal pre-appraisal contact with interest owner(s) for each parcel using acceptable Town forms.

D. Contact property owners or their designated representative to offer opportunity to accompany the appraiser on the appraiser's inspection of the subject property. Maintain record of contact in file.

E. For the initial appraisal, prepare complete appraisal report for each parcel to be acquired. These reports shall conform to Town policies and procedures along with the Uniform Standards of Professional Appraisal Practices as promulgated by the Appraisal Foundation.

F. For an updated appraisal, prepare complete appraisal update for the parcel to be acquired. These reports shall conform to Town policies and procedures along with the Uniform Standards of Professional Appraisal Practices.

G. As necessary, prepare written notification to the Town of any environmental concerns associated with the right of way to be acquired, which could require environmental re-mediation.

H. All completed appraisals will be administratively reviewed by the Town staff and recommended for approval by the Town staff.

1. Town staff coordinate with Consultant's review appraiser (if applicable) regarding revisions, comments, or additional information that may be required. The Consultant's review appraiser will then coordinate with the appraiser.

I. As necessary, the appraiser will coordinate with the review appraiser regarding revisions, comments, or additional information that may be required.

J. The fees for initial and updated appraisal assignments are based on separate appraisal assignments.

K. Beyond delivery of initial and update appraisal assignments, the appraiser can be called to provide preparation and testimony for a Special Commissioners Hearing. For this appraisal assignment, the fee for the preparation time and testimony must be based on the hourly rate shown in the Consultant's Fee Schedule.

(2) Additional Services - Additional services to be performed by Consultant, if authorized in writing by the Town, which are not included in the above-described Basic Services, are described below:

V. Relocation Assistance Services for Residential, Business, Personal Property, Mini Storage Units and Outdoor Advertising Signs

A. Notify all Displacees and potential Displacees of eligibility for relocation assistance. At the time of initial contact, provide Displacees with a Relocation Assistance Packet consisting;

1. Page one of the Relocation Advisory Assistance – Parcel Record form
2. Displacee Move Plan
3. Certification of Eligibility
4. Relocation Assistance Brochure

B. Provide on-going relocation assistance and advisory services to Displacees affected by acquisition of the property and deliver a completed Relocation Advisory Assistance – Parcel Record form signed by the Displacee to the Town.

C. Locate, evaluate, and maintain files on comparable available housing to complete Right of Way Acquisition Services Contract.

D. Compute and submit request for relocation housing/rental supplement to the Town Project Manager on the Supplemental Payment Estimate, Replacement Housing form with supporting Residential Property Evaluation forms with photos attached.

E. Provide 90-day notice to vacate, if required by the Town, simultaneous with the delivery of relocation benefits package.

F. Provide 30-day notice once property has been acquired by the Town. Note: the Displacee must be given no less than 90-day notice.

G. Notify the Town Project Manager immediately if Displacee does not move after the 30-day notice expires.

H. Perform a decent, safe, and sanitary inspection of the replacement housing in accordance with Town and State of Texas

policy. Prepare and complete Replacement Housing Inspection form and submit to the Town Project Manager.

I. For non-residential moves, Negotiated Self-Moves

1. If a moving plan exceeds \$20,000, prepare moving plan with appropriate photos and sketches along with inventory of personal property to be moved for non-residential moves. This is required for pre-approval by the Town.
2. If the moving plan for a Negotiated Self-Move is less than \$20,000 the Consultant must submit Negotiated Self-Move Request with moving plan for the business owner or tenant. This includes photos, written inventory list, type of move requested, and project move date.

J. For all Negotiated Self-Moves, the Consultant is responsible for requesting moving estimates from moving companies. Moving estimates must be obtained by the Consultant and not the Displacee. Moving estimates must be prepared in writing and in the name of Town and not the Consultant.

K. Coordinate and monitor moves with displaced homeowners, business owners, and tenants and with moving companies in accordance with State and Town procedures.

L. Maintain relocation contact logs on Relocation Advisory Assistance - Parcel Record form journaling all attempted and completed contacts with all parties. This includes descriptions of the reasons and outcome for each contact.

M. Attend closings on replacement property if requested by any party involved, and assure supplemental payment is properly distributed.

N. Process and compute increased interest payments as required.

O. Relocation agent shall be available for any appeals or hearings. For this assignment, the fee for preparation and testimony will be a reasonable hourly rate, preapproved in writing by the Town Project Manager.

P. Prepare all relocation payment claim submissions for all Displacees in accordance with State and Town guidelines.

Q. Deliver warrants in accordance with Town guidelines.

R. Issue Relocation Survey to all Displacees.

S. Provide an executed Certification of Eligibility form with all Displacee claims.

VI. Condemnation Support

Consultant shall not act as the attorney for condemnation purposes. Town must self-perform legal services or contract with third party attorney. Consultant shall provide those support services to Town or to Town's attorney as described below:

A. Pre-Hearing Support

1. Request updated Title Commitment from title Company.
2. Use information from the Title Commitment to identify interested parties. *
3. Submit information packet as requested by Condemning Attorney.
4. Request update of appraisal.
5. File original petition with County Court at Law or other appropriate Court for a cause number to be assigned.
6. File Lis Pendens including the cause number with the County Clerk's Office
7. Upon assignment of a court, file the Order Appointing Commissioners with the judge, retaining a copy of the Order for the files.
8. Following appointment of Commissioners by the judge, secure Oath of Commissioners signed by the Commissioners, Order Setting Hearing and Notice of Hearing signed by the Commissioners.
9. File all originals with the court and send copies to Town and Condemning Attorney.

B. Post-Hearing Support

1. File Award of the Commissioners with the court for the Judge's signature within 48 hours of hearing, unless on Friday or before a holiday when court will not be open.
2. Obtain certified copy of Award and provide to Town with request for funding in amount of Award.
3. Obtain Commissioners' Fees and submit to Town for payment.
4. File Award payment in registry of the court, file Notice of Deposit with the court and send certified copies to each defendant notifying them of the date of deposit. The Date of Deposit is the Date of Take.
5. Send written notices of the date of deposit to the Town and all interested parties.

* Updated Title Commitments shall be paid directly by Town.
Please refer to II. Title and Closing Services.

VII. Relocation Appeal(s)

- A. Assist Town with coordination of approval process.
 - 1. Submit appeal to town for review.
 - 2. Provide support documentation.

VIII. Eviction Process

- A. Assist Town with Eviction Process.
 - 1. Maintain paperwork necessary for filing eviction.
 - 2. File necessary documents with court.
 - 3. Attend Hearing(s).

IX. Disposal of Property Services

- A. Provide a Release of Property to the Town Project Manager signed by the former owner stating that all personal property has been removed and any remaining items belong to the Town.
- B. Provide the Town Project Manager a copy of the plat and field notes, photographs of the property in a PDF format, a copy of the appraisal, and the Release of Property form when buildings are vacant and ready for disposal. The Town Project Manager will initiate the environmental surveys as needed.

X. Miscellaneous

- A. Testimony for Hearing(s) or appeals.
- B. Document/Form establishment.
- C. Reporting outside of typical status reports.
- E. Environmental Permitting:** Prepare delineation and memo. Perform cultural investigation and acquire clearance from the Texas Historical Commission. Prepare nation wide permit forms for preconstruction notification, if determined to be necessary.
- F. Floodplain Permitting:** Fill out the Application for Northlake Floodplain Development Permit, submit to the Town, and respond to the Town's comments during the review process.

G. Subsurface Utility Engineering (SUE): Perform Quality Level-B Utility Designating along the proposed trunk line alignment. Perform Quality Level-A Utility Test Holes (Vacuum Excavation) at up to 10 locations.

(1) The Professional shall provide subsurface utility engineering services, (SUE) in accordance with ASCE CI/ASCE 38-02 "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data." This standard defines the following Quality Levels:

- Quality Level-A: Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location, as well as other utility attributes, is shown on plan documents.
- Quality Level-B: Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. Quality Level-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
- Quality Level-C: Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to Quality Level-D information.
- Quality Level-D: Information derived from existing records or oral recollections.

(2) Quality Level-A Utility Test Holes (Vacuum Excavation): Up to ten (10) test holes will be performed on various utilities at locations specified by Town of Northlake. Halff will cut up to a 12" square test hole, excavate down to utility, record the depth to top of utility, backfill & compact the hole, and restore the surface to its original condition. An iron rod with cap or "x-cut" will be set to mark the approximate centerline location of the utility. A jackhammer will be utilized for work to be performed in asphalt and concrete areas.

(3) Quality Level-B Utility Designating: Halff will designate the approximate horizontal position of conductive/toneable utilities

within the project limits using geophysical prospecting equipment and mark using paint and/or pin flags. We anticipate the designation of approximately 24,600 linear feet of utilities including buried communication, electric, natural gas, water, and waste water/sanitary sewer. Designation of storm drain/storm sewer, irrigation lines, HDPE lines, gathering lines, asbestos concrete and/or pvc lines, as well as pvc lines without tracer wire or access are not part of this Scope of Services.

Because of limited utility record information and the possibility of non-conductive/un-toneable utilities, Halff cannot guarantee all utilities will be found and marked within the project limits.

- (4) Quality Level-C Surveying: Quality Level-B Utility Designation paint markings, pin flags, and above ground utility appurtenances as well the iron rod with cap or "x-cut" for Quality Level-A Test Holes will be surveyed and tied utilizing project survey control.
- (5) Quality Level-D Records Research: Available Records will be provided to Halff by Town of Northlake. Halff will perform additional utility record research as needed to successfully complete the project.
- (6) Because there are situations where the utility does not have a metallic composition, a metallic tracer line attached, or access to insert a tracer line, the approximate location of the utility may be determined by the use of utility records and direct correspondence with the utility owner/representative. In these areas, the information will be considered Quality Level-D, depicted according to utility record information only.
- (7) SUE Field Manager / Professional Engineer: A SUE Field Manager will be on-site for a portion of this project for field crew supervision, field quality control, and coordination with on-site personnel. A Professional Engineer will be responsible for QA/QC, management of the contract, coordination with the project team and signing the final deliverables if required.
- (8) SUE Deliverables / CADD: Electronic files depicting the results of the Quality Level-B Utility Designating investigation and the Quality Level-A Test Hole Data Forms will be provided in MicroStation and/or AutoCAD format along with PDFs and photos.
- (9) Permitting: Street Cut permits will be coordinated with the Town of Northlake as required.

- (10) **Work Zone Traffic Control:** Halff will provide standard temporary work zone traffic control consisting of cones and free-standing signage for this project. This Scope of Services does not include lane closure(s), flag person(s), changeable message board(s), arrow board(s) and/or engineered traffic control plans.

If an engineered traffic control plan is required for permit approval or if unique traffic control conditions exist, Halff will notify Town of Northlake and submit a supplemental agreement for authorization prior to proceeding with additional work.

H. Geotechnical Engineering Services: The Consultant shall engage CMJ Engineering, Inc. to evaluate subsurface conditions. A total of fifteen (15) sample borings to a depth of thirty-five (35) feet below existing grades will be taken. An engineering report will be prepared to present the results of the field and laboratory data together with analyses of the results and recommendations. The report will address:

- General soil and ground-water conditions
- Comments on general rippability of rock and directional bore drilling conditions
- Comments on difficulty of excavation, including water, caving soils, and granular materials
- Recommendations for pipe installation, including bedding and backfill
- Earthwork recommendations

The Town will pay 110% of the subconsultant's fee to the Consultant

- I. Utility Coordination:** Submit design plans to franchise utilities for review and coordination. During the design phase, the Consultant shall contact various utility companies and obtain information relating to existing utility lines. The design should avoid major utility relocations, where practical.
- J. TxDOT Permit:** Submit design plans through TxDOT's Utility Installation Review (UIR) System and respond to TxDOT's questions and comments during the review process.
- K. Railroad Permits:** Submit design plans to the railroad owners for review. Prepare necessary permits and respond to comments during the review process. Town is responsible for paying any permitting/review fees.

5. Schedule:

- A. Completion of design surveys: 45 calendar days from date right-of-entries are granted.
- B. Completion/furnishing 60% preliminary plans, specifications, bid quantities, and construction cost estimate: 120 calendar days from date right-of-entries are granted.
- C. Completion/furnishing 90% final plans, specifications, bid quantities, and construction cost estimate: 180 calendar days from date right-of-entries are granted, excluding Town review time.
- D. Completion/furnishing 100% final plans, specifications, bid quantities, and construction cost estimate: 210 calendar days from date right-of-entries are granted, excluding Town review time.
- E. Bidding services: 30 calendar days from Town's approval of final plans.
- F. Construction services: In accordance with construction schedule.
- G. Closure: 30 calendar days from the date of construction completion.

EXHIBIT "B"
COMPENSATION
for
CATHERINE BRANCH TRUNK LINE PHASE 2
in
THE TOWN OF NORTHLAKE

Exhibit "B" defines the basis of compensation to the Consultant for the services rendered.

- A. Basic Fee Services** – The basic fee for the services as described in Exhibit "A" will be **\$ 209,200.00** which includes printing, direct costs and computer charges normally associated with production of these services.

The basis of compensation for Basic Fee services shall be as follows:

1. \$ 58,000.00 for preparation of 60% preliminary plans, specification and estimates
2. \$ 58,000.00 for preparation of 90% final plans, specifications and estimates
3. \$ 28,600.00 for preparation of 100% final plans, specifications and estimates

Items (1) through (3) will be billed monthly based on actual completion of the tasks and may include partial payments of the total amounts designated for each item.

Bidding and Construction Phase Services shall be billed on an hourly basis up to a maximum not to exceed fee of \$ 64,600.00.

- B. Special Services** – The basic fee for the services as described in Exhibit "A" will be **\$ 311,500** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes special services fees.

TASK DESCRIPTION	FEE
I. Right-of-entry Letters	\$ 2,500.00
II. Design Surveys	\$ 52,000.00
III. Permanent Easement Preparation (\$2,700/EA)	\$ 27,000.00
IV. Temporary Easement Preparation (\$1,600/EA)	\$ 16,000.00

TASK DESCRIPTION	FEE
V. Easement Acquisition Services (10 Parcels)	\$106,100.00
VI. Environmental	\$ 34,000.00
VII. Floodplain Permitting	\$ 1,600.00
VIII.SUE QL-B	\$ 21,800.00
IX. SUE QL-A (\$1,500/EA)	\$ 15,000.00
X. Geotechnical	\$ 24,300.00
XI. Utility Coordination	\$ 4,000.00
XII. TxDOT Permit	\$ 2,400.00
XIII.Railroad Permit	\$ 4,800.00
TOTAL SPECIAL SERVICES	\$ 311,500.00

C. Miscellaneous Services – The fee for additional services not provided herein will be negotiated based on the scope of work and included in a contract amendment.

The total maximum fee for all services is **\$ 520,700.00**

EXHIBIT "B-1"
(SUPPLEMENT TO EXHIBIT "B")
CATHERINE BRANCH TRUNK LINE PHASE 2
TOWN OF NORTHLAKE
ESTIMATED EFFORT

Project Phases and Tasks	Director	Sr. Project Manager	Project Manager	Engineer in Training	GIS Professional	Sr. Str. Engineer	Str. Engineer	RPLS	2-Man Survey Crew	Survey Technician	SUE Manager	SUE Field Manager	Utility Coordinator	Designating 1-Man Crew	Designating 2-Man Crew	CADD Technician	Sr. Environmental Scientist	Environmental Scientist	Sr. H&H Engineer	H&H Engineer	Clerical/ Administrative Support	Effort Subtotal	Fee Subtotal	Direct Costs	Project Total
Special Services																									
Right-of-entry Letters								8													8	16	\$2,500		\$2,500
Design Survey								29	195	90												314	\$52,000		\$52,000
Permanent Easement Exhibit Preparation (10 @ \$2,700/parcel)																							\$27,000		\$27,000
Temporary Construction Easement Exhibit Preparation (10 @ \$1,600/parcel)																							\$16,000		\$16,000
Easement Acquisition Services (10 Parcels)																									
Tract 1																							\$9,275		\$9,275
Tract 2																							\$9,275		\$9,275
Tract 3																							\$9,275		\$9,275
Tract 5																							\$9,275		\$9,275
Tract 8 - Part 1																							\$9,850		\$9,850
Tract 8 - Part 2																							\$14,850		\$14,850
Tract 8 - Part 3																							\$13,850		\$13,850
Tract 34																							\$9,850		\$9,850
Railroad GE Manufacturing																							\$10,300		\$10,300
Railroad BNSF																							\$10,300		\$10,300
Environmental/Cultural																							\$34,000		\$34,000
Floodplain Permitting																						6	\$1,600		\$1,600
SUE QL-B		1	6					1	24	4	10	16	4	24	40	16			6			146	\$21,800		\$21,800
SUE QL-A (10 @ \$1,500 Test Holes)																							\$15,000		\$15,000
Geotechnical																							\$24,310		\$24,300
Utility Coordination		1	8	16																		25	\$4,000		\$4,000
TxDOT Permit		2	4	8																		14	\$2,400		\$2,400
Railroad Permit		4	8	16																		28	\$4,800		\$4,800
Subtotal Special Services		8	26	40				38	219	94	10	16	4	24	40	16			6		8	549	\$311,510		\$311,500
Basic Services																									
Construction Plans																									
QA/QC (60% & 100%)	16																					16	\$5,800		\$5,800
Predesign Coordination Meeting		2	2	4																		8	\$1,500		\$1,500
Alignment Walk and Data Collection		4	20	80																		104	\$15,600		\$15,600
Coordinate with Property Owners	2	4	40	40																		86	\$14,900		\$14,900
Cover Sheet (1)		1	3	3												1						8	\$1,300		\$1,300
Sheet Index (1)		1	3	3												1						8	\$1,300		\$1,300
General Notes and Legend (1)		1	3	3												1						8	\$1,300		\$1,300
Project Layout (3)		1	9	12												3						25	\$3,900		\$3,900
ROW Maps (6)		1	12	24												6						43	\$6,300		\$6,300
WW Plan and Profile (25)		8	100	150												25						283	\$43,900		\$43,900
Erosion Control (6)		1	12	24												6						43	\$6,300		\$6,300
Town of Northlake and/or TxDOT Standard Details		1	4	2												16						23	\$2,800		\$2,800
Nonstandard Detail		1	4	2												4						11	\$1,700		\$1,700
Design Submittal Review Meetings		8	8	8																		24	\$4,800		\$4,800
Address Preliminary & Final Plan Comments		10	45	40																		95	\$16,800		\$16,800
Quantities and Cost Estimates (60% & 100%)		2	8	16																		26	\$4,200		\$4,200
Specifications / Project Manual		8	24	40																		72	\$12,200		\$12,200
Subtotal Basic Services - Construction Plans	18	54	297	451												63						883	\$144,600		\$144,600
Bidding and Construction Services																									
Sell Plans and Maintain Plan Holder's List		1	8	20																	4	33	\$4,800		\$4,800
Prepare Addenda		1	8	24																		33	\$5,000		\$5,000
Attend Prebid Conference			6	6																		12	\$2,000		\$2,000
Attend Bid Opening, Bid Tabulation & Recommendation		1	8	12																	4	25	\$3,800		\$3,800
Issue Conformed Contract Documents			8																			8	\$1,600		\$1,600
Attend Preconstruction Conference			6	6																		12	\$2,000		\$2,000
Review Submittals		1	8	40																		49	\$7,200		\$7,200
Attend Monthly Construction Meetings			24	48																		72	\$11,100		\$11,100
Project Site Visits			30	30																		60	\$9,800		\$9,800
Review Change Orders			24																			24	\$4,700		\$4,700
Review Pay Applications & Closeout			12	12																		24	\$3,900		\$3,900
Final Walk Through and Punch List			8	8																		16	\$2,600		\$2,600
Prepare Record Drawings		1	8	16												24						49	\$6,100		\$6,100
Subtotal Bidding and Construction Services		5	158	222												24					8	417	\$64,600		\$64,600
PROJECT TOTALS	18	67	481	713				38	219	94	10	16	4	24	40	103			6		16	1849	\$520,710		\$520,700

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: JULY 22, 2021

REF. DOC.:

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



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: JULY 22, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: JULY 22, 2021
ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: JULY 22, 2021
ITEM: ADJOURNMENT

