

1. Agenda

Documents:

[AGENDA 9-9-21 FINAL.PDF](#)

2. Agenda Packet

Documents:

[9-9-2021 COUNCIL PACKET.PDF](#)

3. September 9, 2021 - MEETING SLIDE DECK

[SEPTEMBER 9, 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
SEPTEMBER 9, 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, September 9, 2021 at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action.

1. Call to Order
Roll Call
Invocation
Pledge of Allegiance
2. Announcements, Proclamations and Presentations
 - A. Recognition of Micheale Lane, Municipal Court Specialist 20 Years of Service
 - B. Proclamation No. 21-4 United Way of Denton County
 - C. Proclamation No 21-5 20th anniversary of September 11th, a Day of Remembrance.
3. Public Input
This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.
4. Consent Items
Any Council member may request an item on the Consent Agenda to be taken up for individual consideration
 - D. Town Council Meeting Minutes 8-26-21
 - E. Consideration of Resolution No. 21-29 authorizing the Denton Record Chronicle as the newspaper for publishing all official notices on behalf of the Town of Northlake

- F. Discussion and action on the FY 22 Contract for Services between Trinity River Authority and Town of Northlake – Revised Technical Services Fee Schedule
- G. Discussion and action on Resolution 21-30, approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement
- H. Resolution of the Town Council of the Town of Northlake, Texas, approving and authorizing the Town Manager to enter into an agreement to purchase Cartegraph Software for the Public Works Department.
 - i. Resolution No. 21-31

5. Action Items

- I. Authorize Town Manager to contract with Plummer Associates for a route study of Denton Creek wastewater main trunkline not to exceed \$175,000.

Resolution No. 21-32
- J. Discussion and action on Resolution No. 21-33 Revising the Northlake Employee Handbook to add a Section to Define Mental Health Policy for Peace Officers

Resolution No. 21-33
- K. Discussion and action on an Interlocal Cooperation Agreement with Draper (Corral City) for Police Services
- L. Consider for approval an ordinance amending the Fee Schedule to amend “Building and Construction” fees for residential building permits

Ordinance No. 21-0909
- M. Consider the nomination of up to five (5) people for the Denton County Appraisal District Board of Directors (Resolution 21-34 if necessary)
- N. Discussion and action regarding cancellation of the September 23, 2021, Council Meeting
- 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 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not

conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- i. Development of the IMA and AMI Development Groups tracts on approximately 6.4 acres of land north of FM 407.
- ii. Development and annexation of the Oneta Lee Cope Trust tract on approximately 69.0 acres of land located west of FM 156.
- iii. Development of the Petrus Investments LP tracts on approximately 559.7 acres of land located east of FM 156.
- iv. Development and annexation of the CKD Holdings Inc Tracts 24.8-acre, 11.9-acre, and 1.8-acre tracts of land general located north of Oliver Creek and west of FM 156 in the extraterritorial jurisdiction of the Town.
- v. 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.
- vi. Development and annexation of the Withee tract on approximately 74.3 acres of land located north of FM 407.
- vii. Water line oversizing agreement with Newland Communities.
- viii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367.
- ix. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

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.
- ii. Regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way and drainage easement acquisition from La Estancia LP of a certain 236.108 acres of land located in the F.M. Woodard Survey (Tract 4), Abstract No. 1420A in Northlake, Denton County, Texas for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law.

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.
- ii. Potential development agreement with Henry Northlake Development LLC on five tracts totaling approximately 122 acres generally located east of I-35W and north of Denton Creek
- iii. Development agreement with Lodging Host Hotel Corp. for the development of a hotel conference center.

7. Reconvene into Open Session

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

8. Adjourn

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on the 3rd day of September 2021 by 5:00 pm in accordance with Chapter 551, Texas Government Code.


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).



DAVID A. RETTIG, MAYOR

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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: SEPTEMBER 9, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: SEPTEMBER 9, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS





TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

No. 21-4

UNITED WAY OF DENTON COUNTY
LIVE UNITED MONTH – SEPTEMBER 2021

WHEREAS, United Way of Denton County has been identifying Denton County’s needs and responding to them for over 68 years; and

WHEREAS, United Way of Denton County is unparalleled in the power to assemble partners, providers, and resources to address the needs of neighbors in crisis; and

WHEREAS, United Way of Denton County works with a network of nonprofits across Denton County to address a variety of needs, including feeding those who face food insecurity; preparing children for success in school, work, and life; and connecting those in crisis with resources to pay bills, stay in their homes, and find employment; and

WHEREAS, United Way of Denton County remains committed more than ever before to bring people together to help our communities recover, rebuild and thrive;

NOW, THEREFORE, I, David Rettig, Mayor, of the Town of Northlake along with the entire Town Council declare **September 2021 LIVE UNITED Month** and ask you to join United Way of Denton County in calling on all residents of the Town of Northlake to **LIVE UNITED**.

Dated this the 9th day of September, 2021

Seal

David Rettig, Mayor, Northlake, Texas



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION**

No. 21-5

WHEREAS, Sept. 11, 2001, terrorists hijacked and then flew commercial airplanes into the twin towers of the World Trade Center in New York, causing both towers to collapse, and the Pentagon in Washington DC, inflicting severe damage. A fourth terrorist-hijacked plane crashed into a field in Shanksville, Pennsylvania, when passengers who became aware of the attacks attempted to take the plane back.

WHEREAS, this attack killed 2977 innocent people, including 343 fire fighters, 40 police personnel, and 8 paramedic / EMT's, and injured over 6000 others.

WHEREAS, every year since we come together in solidarity as a nation to remember the first responders and civilians whose lives were cut short by these acts of terror some 20 years ago.

WHEREAS, on that day and the days that followed, our Country was united, no matter race, background, or religion, we were all united in prayer and with a resolve to help the families of victims and first responders who were never given the opportunity to live out their full lives.

WHEREAS, on Sept. 11, we pay tribute to the first responders and citizens who answered the call to save lives with tremendous acts of courage with no hesitation. On this National Day of Service and every day forward, we must remember to stand united, we do this with understanding, love, and respect for one another.

WHEREAS, it is our sacred duty to never forget the events that transpired on that painful day in our country's history. So future generations can be reminded that when Americans from all walks of life unite, we are stronger as a country.

WHEREAS, since 9/11 let us not forget our Military men and women who have answered and still answer the call to defend our freedom.

NOW THEREFORE, I Mayor David Rettig and all members of the Town Council of the Town of Northlake, Texas, in solidarity, honor the lives lost when our country was "attacked" 20 years ago.

The Mayor and the Town Council of the Town of Northlake proclaim September 11, 2021, as

"The 20th Anniversary of a Day of Remembrance"

Dated this the 9th day of September 2021

Seal

David Rettig, Mayor, Northlake, Texas

TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: SEPTEMBER 9, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: SEPTEMBER 9, 2021

ITEM: CONSENT ITEMS





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 MINUTES
AUGUST 26, 2021**

1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226

1. Mayor Pro Tem Brian Montini called the meeting to order at 5:30 p.m., quorum present

Roll Call:

David Rettig, Mayor (video)

Rena Hardeman, Place 1

Michael Ganz, Place 2

Brian Montini, Mayor Pro Tem

Roger Sessions, Place 4 – absent

Bill Moore, Place 5

Wes Boyer, Place 6

Invocation given by Jamaine Gaines, Student Pastor, Fellowship of the Parks

Mayor Pro Tem Montini led the Pledges of Allegiance to US and Texas Flags

2. Announcements, Proclamations and Presentations

A. Recognizing Emily Harville, Police for receiving the Unsung Hero Award – presented by Mothers against Drunk Drivers

B. Mental Health Policy for Police Officers – Chief Robert Crawford

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.

Joel McGregor addressed the Council regarding the Throughfare Plan.

4. Consent Items

Motion was made by Mayor Rettig and second by Council Member Ganz to approve Consent Item C. Motion passed 6-0 (Sessions absent)

C. Town Council Meeting Minutes 8-12-21

5. Action Items

- D. Consider for approval an ordinance to levy assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2021-22; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted

Mayor Pro Tem Montini opened the Public Hearing on the Service and Assessment Plan for Public Improvement District #1 (Harvest)

There being no one wishing to be heard on this item the Public Hearing was closed.

Motion was made by Council Member Ganz and second by Council Member Boyer to approve Ordinance No. 21-0826A, levying assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2021-22; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted. Motion passed 6-0 (Sessions absent).

- E. Consider for approval an ordinance of the Town Council of the Town of Northlake, Texas accepting and approving the update of the service and assessment plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372

Mayor Pro Tem Montini opened the Public Hearing on the Service and Assessment Plan and updated assessment roll for Public Improvement District #2 (Highlands)

There being no one wishing to be heard on this item the Public Hearing was closed.

Motion was made by Council Member Ganz and second by Council Member Boyer to approve Ordinance No. 21-0826B accepting and approving the update of the service and assessment plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372. Motion passed 6-0 (Sessions absent).

- F. Consider for approval an ordinance to adopt the Proposed Budget for Fiscal Year 2021-22 beginning on October 1, 2021 and ending on September 30, 2022 for the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands), Tax Increment Financing Zone No. 1 (TIRZ-Canyon Falls)

Mayor Pro Tem Montini opened the Public Hearing on the Proposed Budget for Fiscal Year 2021-22 for the Town of Northlake.

There being no one wishing to be heard the Public Hearing was closed.

Motion was made by Mayor Pro Tem Montini and second by Council Member Moore to approve Ordinance No. 21-0826C adopting and approving the Budget for Fiscal Year 2021-22 as shown on Exhibit A to said Ordinance. Motion passed 5-1 (Hardeman opposed and Sessions absent).

Motion was made by Mayor Pro Tem Montini and second by Council Member Ganz to ratify the property tax increase as reflected in the budget for Fiscal Year 2021-2022. Motion passed 5-1 (Hardeman opposed and Sessions absent).

- G. Consider for approval an ordinance of the Town Council of the Town of Northlake, Texas fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the Town of Northlake, Texas for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022 at the rate of \$0.295000 per one hundred dollars (\$100.00) and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the Town Council

Mayor Pro Tem Montini opened the Public Hearing on the proposed tax rate for the Town of Northlake.

There being no one wishing to be heard the public hearing was closed.

Motion was made by Council Member Moore and second by Mayor Pro Tem Montini that the property tax rate be increased by the adoption of a tax rate of \$0.295, which is effectively an eight percent (8%) increase in the tax rate (Ordinance 21-0826D). Motion passed 5-1 (Hardeman opposed and Sessions absent)

- H. Appointment of CIP Advisory Committee

Motion was made by Council Member Moore and second by Council Member Boyer to appoint the Planning and Zoning Commission as the Capital Improvements Advisory Committee. Motion passed 6-0 (Sessions absent)

- I. Authorizing the Town Manager to enter into a contract with Halff Associates, Inc. in an amount not to exceed \$60,000.00 for Professional Services for the review and update of Land Use Assumptions for the Master Throughfare Plan and to update the 10-year Capital Improvement Plan

Motion was made by Mayor Pro Tem Montini and second by Council Member Ganz to approve Resolution 21-28 authorizing the Town Manager to enter into a contract with Halff Associates, Inc. in an amount not to exceed \$60,000.00 for Professional Services for the review and update of Land Use Assumptions for the Master Throughfare Plan and to update the 10-year Capital Improvement Plan. Motion passed 6-0 (Sessions absent).

- J. 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. No changes/action.

- 6. By general consent, Mayor Pro Tem Montini convened the council into Executive Session at 6:17 pm to discuss pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

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

- i. Development of the IMA and AMI Development Groups tracts on approximately 6.4 acres of land north of FM 407; and
- ii. Development and annexation of the Oneta Lee Cope Trust tract on approximately 69.0 acres of land located west of FM 156; and
- iii. Development of the Petrus Investments LP tracts on approximately 559.7 acres of land located east of FM 156; and
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- viii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
- ix. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084; and
- x. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367; and
- xi. Potential litigation related to Dale Earnhardt Way road failures.

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7. Mayor Pro Tem Montini reconvened the council into Open Session at 7:41 p.m.

8. Mayor Pro Tem Montini adjourned the meeting at 7:41 p.m.

Passed and approved on this the 9th day of September, 2021.

Town of Northlake, Texas

David Reddig, Mayor

Attest:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC.: LCG SECTION 52.004 OFFICIAL NEWSPAPER

SUBJECT: PUBLICATION OF NOTICES



GOALS/OBJECTIVES:

Effectively manage public resources

BACKGROUND INFORMATION:

TX LGC Section 52.004 – At the beginning of each municipal year, the governing body of the municipality shall contract as determined by ordinance or resolution with a public newspaper of the municipality to be the municipality’s official newspaper for all ordinances, notices, or other matters required by law or ordinance to be published.

The newspaper in which the notices are published must be in print at least once a week, entered as second-class postal matter in the county where distributed and devote not less than 25% of its total column lineage to general interest items. Denton Record Chronicle meets these established rules.

Northlake has used the Denton Record Chronicle newspaper for 24 years for all publication of notices and they have the lowest rates.

COUNCIL ACTION:

Approve resolution designating the Denton Record Chronicle as the official newspaper for all ordinances, notices, or other matters required by law or ordinance to be published.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-29

WHEREAS, the Town Council of the Town of Northlake, Texas, desires to authorize an official newspaper for publication of official notices of the Town;

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

Section 1. The Denton Record Chronicle, a daily newspaper published in the City of Denton, Texas, is hereby designated and approved as the official newspaper for publication of all required notices, ordinances, or other matters of the Town of Northlake, Texas, as required by law.

Section 2. Any prior Resolution of the Town of Northlake, Texas, establishing any other newspaper as the official paper and publication for the Town of Northlake, Texas, shall hereby be repealed and made of no effect.

Section 3. This Resolution shall become effective on the 1st of October 2021.

AND IT IS SO RESOLVED.

PASSED AND APPROVED ON THIS THE 9^h DAY OF SEPTEMBER 2021

TOWN OF NORTHLAKE, TEXAS

David A. Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC.: TRINITY RIVER AUTHORITY NORTHLAKE CUSTOMER CONTRACT

SUBJECT: CONTRACT FOR REGULATORY SERVICES PERFORMED BY TRA



STRATEGIC GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)

BACKGROUND INFORMATION:

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

COUNCIL ACTION:

- Approve TRA Regulatory Services Contract

CONTRACT FOR REGULATORY SERVICES

I. CONTRACTING PARTIES

The Receiving Agency: ~~City of~~ Town of Northlake, whose authorized address is:
1500 Commons Circle, Suite 300, Northlake, TX 76226.

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

II. STATEMENT OF SERVICES TO BE PERFORMED

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

A. PERFORMANCE OF SERVICES

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

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

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

2. Significant Industrial User Permit and Inspection Services:

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

The Performing Agency shall perform all Industrial Pretreatment Inspections, review permit applications and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with procedures established by the Trinity River Authority of Texas in accordance with 40 CFR § 403.8. Industrial Pretreatment

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

3. Industrial User Sampling Services:

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

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

4. Analytical Services:

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

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

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

and by mutual agreement. The chain-of-custody sheet submitted with each sample will designate the particular analysis or analyses to be made of each sample submitted. The laboratory will be operated in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in the procedures should such be discovered.

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

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

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

B. TERMINATION

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

C. AMENDING THE CONTRACT

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

III. BASIS FOR CALCULATING REIMBURSABLE COSTS

The financial basis for calculating reimbursable costs shall be as stated in Attachment A. Said Attachment A may be revised and updated annually by the Authority, and upon such annual update, the new schedule of costs shall be substituted automatically for said Attachment A and be incorporated herein by reference. A cost analysis shall be prepared each year by the Trinity

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

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

IV. CONTRACT AMOUNT

The total costs charged by the Authority to the Receiving Agency shall not exceed dollars (\$ 3,000.00) per annum during the term of this Contract, unless mutually agreed by the parties hereto.

V. PAYMENT FOR SERVICES

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

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

VI. TERM OF CONTRACT

This Contract is to begin October 1, 2021 and shall terminate September 30, 2022, subject to Section II, paragraph B of this contract.

VII. INTERLOCAL AGREEMENT

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

Receiving Agency:

~~CITY OF~~ Town of Northlake

BY: David Rettig

TITLE: Mayor

DATE: _____

ATTEST: Mary J. Kayser, Town Secretary
(SEAL)

Performing Agency:

TRINITY RIVER AUTHORITY OF TEXAS

BY: _____

TITLE: GENERAL MANAGER

DATE: _____

ATTEST: _____
(SEAL)

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

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

Transfer of Custody and Storage

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

REGULATORY SERVICES FEE SCHEDULE
FOR
LABORATORY ANALYSES,
INDUSTRIAL INSPECTIONS
AND
INDUSTRIAL SAMPLING

FISCAL YEAR 2022

December 1, 2021 through November 30, 2022

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Liquid Samples

Alkalinity:		Phosphorus:	
Total (*) (**)	\$13.00	Ortho (*)	\$15.00
		Total (*)	\$20.00
Biochemical Oxygen Demand:		Solids Testing (Gravimetric):	
5-Day (*)	\$34.90	Total (TS)	\$16.00
5-Day Carbonaceous (*)	\$38.50	Total Dissolved (TDS) (*)	\$29.20
5-Day Filtered (Dissolved)	\$48.50	Total Suspended (TSS) (*)	\$21.25
7-Day	\$44.50	Volatile Suspended (VSS) (*)	\$11.00
Extra Dilution (Each)	\$ 2.50	(after TSS)	
		Percent Solids, Total and Volatile	\$18.50
Chlorophyll "a"	\$23.00	Sulfate (*)	\$14.00
Chlorophyll "a" and Pheophytin	\$33.00		
Chemical Oxygen Demand (*)	\$20.00	Turbidity (*) (**)	\$10.00
Chloride (*)	\$14.00		
Conductance, Specific (*) (**)	\$10.50	UV254	\$20.00
Cyanide:		Mercury (*) (**)	\$30.00
Total (*)	\$45.00		
Amenable to Chlorination (*)	\$56.00		
Fluoride, Total (**)	\$14.00	Metals (EPA 200.8) (*) (**) (***):	\$15.00 ea.
Glycols	\$21.70		
Hardness (*) (**)	\$24.00	Aluminum	Lead
Nitrogen:		Arsenic	Manganese
Ammonia (*)	\$20.00	Antimony	Molybdenum
Ammonia by Distillation (*)	\$30.00	Barium	Nickel
Kjeldahl, Total (*)	\$28.00	Beryllium	Selenium
Nitrate (*)	\$14.00	Boron	Silver
Nitrite (*)	\$14.00	Cadmium	Thallium
Total	\$40.00	Chromium	Tin
		Cobalt	Titanium
Oil and Grease (*)	\$73.80	Copper	Vanadium
		Iron	Zinc
Organic Carbon:		Minerals (*):	\$15.00 ea.
Dissolved	\$23.00		
Total (*) (**)	\$14.50	Calcium	
pH (*)	\$11.30	Magnesium	

Solid Samples

Ammonia (***)	\$28.50
Chemical Oxygen Demand	\$35.00
Nitrogen, Kjeldahl, Total	\$35.50
Phosphorus, Total (***)	\$24.25
pH (***)	\$21.00
Mercury (***)	\$65.00
Metals Preparation	\$35.00

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

MICROBIOLOGICAL ANALYSES

Drinking Water:

Total Coliform (MMO/MUG) (**)	\$20.00
Heterotrophic Plate Count	\$22.00

Wastewater:

Coliform, Fecal (Membrane Filter (*))	\$19.00
Coliform, Fecal (MPN (***))	\$65.40
Coliform, Total (MPN-Q Tray)	\$21.20
E. Coli (MPN-Q Tray) (*)	\$21.20
Streptococcus, Fecal (Membrane Filter) (*)	\$19.00
Microscopic General Examination	\$25.00

TRACE ORGANIC (GC-GC/MS) ANALYSES

EPA 624 (*):

3-Day (unpreserved)	\$160.00
BTEX (only)	\$150.00
Trip Blanks	\$103.00
Geosmin/MIB	\$91.00

EPA 625 (*):

Total Semi-Volatiles	\$200.00
Semi-Volatile Trip Blank	\$181.00

Pesticides/PCB**EPA 608 (*):**

Full List	\$343.00
Chlorinated Pesticides (only)	\$226.50
PCB (aqueous and solid)	\$226.50
PCB Solid - EPA 8082:	\$165.00

BY QUOTE

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

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

INDUSTRIAL PRETREATMENT SERVICES

SAMPLING

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

PRETREATMENT ASSISTANCE

Inspection (permitted users)	\$ 721.00
Inspection (unpermitted users)	\$ 103.00
Permit Preparation (5yr permit)	\$2,060.00
Field Surveillance Event	\$1,063.00
Industrial User Survey Fee	Formula

Industrial User Survey Fee Formula:

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

Formula Footnotes:

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

² Users that require further manufacturing process and discharge classification

PRETREATMENT SERVICES INCLUDE

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

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

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2021. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recent approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include the cost to maintain the normal quality assurance program.
4. Standard turn-around time is considered 15 business days for most testing. Priority is half of the standard time. Customer requiring PRIORITY turn-around time will be billed at one and one-half (1 ½) times the routine rate. Customer requiring RUSH turn-around time, run immediately on the next or a special run, will be billed at two times the normal rate. It is recommended to call in advance of sample submission or inquire at the time of submission for estimated turn-around time.
5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3 day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory hours are weekdays 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples use the number below.
11. Environmental Field, Engineering Field and Pretreatment Services office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m. For after-hour emergencies, leave message with computer operator.
12. Environmental Field and Engineering Field Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

WILLIAM B. CYRUS
Technical Services
Manager

CRAIG HARVEY
Laboratory Division
Chief

NATALIE TAYLOR
Environmental Services
Coordinator

CATHY SIEGER
Quality Assurance
Coordinator

JENNIFER MOORE
Senior Manager
Operations and Regulatory Compliance
817-493-5100

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

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC.: ATMOS CITIES STEERING COMMITTEE (ACSC) 2021 RATE REVIEW
MECHANISM (RRM) FILING

SUBJECT: NEGOTIATED SETTLEMENT BETWEEN ATMOS CITIES STEERING
COMMITTEE AND ATMOS ENERGY CORP., MID-TEX DIVISION



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Atmos Cities Steering Committee (ACSC) - 171 cities served by Atmos Energy Corp., Mid-Tex Division
- ACSC's collective power ensures rate changes by Atmos fair to customers
- April 1, 2021, Atmos filed rate request pursuant to RRM Tariff adopted by ACSC members
- Atmos claimed cost-of-service required additional system-wide revenues of \$43.4 million
- ACSC's RRM Tariff reduced Atmos's request to \$40.5 M (\$29.3 M for ACSC members)
- Negotiations between ACSC and Atmos resulted in increase of \$22.78 million for ACSC Cities
- Two-month delay in the Effective Date saved ACSC cities approximately \$3.8 million

COUNCIL ACTION:

- Approve ACSC negotiated settlement with Atmos Energy Corporation Mid-Tex Division



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A NEGOTIATED SETTLEMENT BETWEEN THE ATMOS CITIES STEERING COMMITTEE (“ACSC”) AND ATMOS ENERGY CORP., MID-TEX DIVISION REGARDING THE COMPANY’S 2021 RATE REVIEW MECHANISM FILING; DECLARING EXISTING RATES TO BE UNREASONABLE; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE NEGOTIATED SETTLEMENT; FINDING THE RATES TO BE SET BY THE ATTACHED SETTLEMENT TARIFFS TO BE JUST AND REASONABLE AND IN THE PUBLIC INTEREST; APPROVING AN ATTACHED EXHIBIT ESTABLISHING A BENCHMARK FOR PENSIONS AND RETIREE MEDICAL BENEFITS; APPROVING AN ATTACHED EXHIBIT REGARDING AMORTIZATION OF REGULATORY LIABILITY; REQUIRING THE COMPANY TO REIMBURSE ACSC’S REASONABLE RATEMAKING EXPENSES; DETERMINING THAT THIS RESOLUTION WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; ADOPTING A SAVINGS CLAUSE; DECLARING AN EFFECTIVE DATE; AND REQUIRING DELIVERY OF THIS RESOLUTION TO THE COMPANY AND THE ACSC’S LEGAL COUNSEL.

WHEREAS, the Town of Northlake, Texas (“Town”) is a gas utility customer of Atmos Energy Corp., Mid-Tex Division (“Atmos Mid-Tex” or “Company”), and a regulatory authority with an interest in the rates, charges, and services of Atmos Mid-Tex; and

WHEREAS, the Town is a member of the Atmos Cities Steering Committee (“ACSC”), a coalition of similarly-situated cities served by Atmos Mid-Tex (“ACSC Cities”) that have joined



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

together to facilitate the review of, and response to, natural gas issues affecting rates charged in the Atmos Mid-Tex service area; and

WHEREAS, ACSC and the Company worked collaboratively to develop a Rate Review Mechanism (“RRM”) tariff that allows for an expedited rate review process by ACSC Cities as a substitute to the Gas Reliability Infrastructure Program (“GRIP”) process instituted by the Legislature, and that will establish rates for the ACSC Cities based on the system-wide cost of serving the Atmos Mid-Tex Division; and

WHEREAS, the current RRM tariff was adopted by the Town in a rate ordinance in 2018; and

WHEREAS, on about April 1, 2021, Atmos Mid-Tex filed its 2021 RRM rate request with ACSC Cities based on a test year ending December 31, 2020; and

WHEREAS, ACSC coordinated its review of the Atmos Mid-Tex 2021 RRM filing through its Executive Committee, assisted by ACSC’s attorneys and consultants, to resolve issues identified in the Company’s RRM filing; and

WHEREAS, the Executive Committee, as well as ACSC’s counsel and consultants, recommend that ACSC Cities approve an increase in base rates for Atmos Mid-Tex of \$22.78 million applicable to ACSC Cities with an Effective Date of December 1, 2021; and



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

WHEREAS, ACSC agrees that Atmos' plant-in-service is reasonable; and

WHEREAS, with the exception of approved plant-in-service, ACSC is not foreclosed from future reasonableness evaluation of costs associated with incidents related to gas leaks; and

WHEREAS, the two month delayed Effective Date from October 1 to December 1 will save ACSC ratepayers approximately \$3.8 million off new rates imposed by the attached tariffs (Exhibit A); and

WHEREAS, the attached tariffs (Exhibit A) implementing new rates are consistent with the recommendation of the ACSC Executive Committee, are agreed to by the Company, and are just, reasonable, and in the public interest; and

WHEREAS, the settlement agreement sets a new benchmark for pensions and retiree medical benefits (Exhibit B); and

WHEREAS, the settlement agreement establishes an amortization schedule for regulatory liability prepared by Atmos Mid-Tex (Exhibit C); and

WHEREAS, the RRM Tariff contemplates reimbursement of ACSC's reasonable expenses associated with RRM applications;

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

Section 1. That the findings set forth in this Resolution are hereby in all things approved.

Section 2. That, without prejudice to future litigation of any issue identified by ACSC, the Town Council finds that the settled amount of an increase in revenues of \$22.78 million for



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

ACSC Cities represents a comprehensive settlement of gas utility rate issues affecting the rates, operations, and services offered by Atmos Mid-Tex within the municipal limits arising from Atmos Mid-Tex's 2021 RRM filing, is in the public interest, and is consistent with the Town's authority under Section 103.001 of the Texas Utilities Code.

Section 3. That despite finding Atmos Mid-Tex's plant-in-service to be reasonable, ACSC is not foreclosed in future cases from evaluating the reasonableness of costs associated with incidents involving leaks of natural gas.

Section 4. That the existing rates for natural gas service provided by Atmos Mid-Tex are unreasonable. The new tariffs attached hereto and incorporated herein as Exhibit A, are just and reasonable, and are designed to allow Atmos Mid-Tex to recover annually an additional \$22.78 million from customers in ACSC Cities, over the amount allowed under currently approved rates. Such tariffs are hereby adopted.

Section 5. That the ratemaking treatment for pensions and retiree medical benefits in Atmos Mid-Tex's next RRM filing shall be as set forth on Exhibit B, attached hereto and incorporated herein.

Section 6. That subject to any future settlement or decision regarding the balance of Excess Deferred Income Tax to be refunded to ratepayers, the amortization of regulatory liability shall be consistent with the schedule found in Exhibit C, attached hereto and incorporated herein.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Section 7. That Atmos Mid-Tex shall reimburse the reasonable ratemaking expenses of the ACSC in processing the Company's 2021 RRM filing.

Section 8. That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Resolution, it is hereby repealed.

Section 9. That the meeting at which this Resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 11. That consistent with the Town Ordinance that established the RRM process, this Resolution shall become effective from and after its passage with rates authorized by attached tariffs to be effective for bills rendered on or after December 1, 2021.

Section 12. That a copy of this Resolution shall be sent to Atmos Mid-Tex, care of Chris Felan, Vice President of Rates and Regulatory Affairs Mid-Tex Division, Atmos Energy Corporation, 5420 LBJ Freeway, Suite 1862, Dallas, Texas 75240, and to Thomas Brocato, General Counsel to ACSC, at Lloyd Gosselink Rochelle & Townsend, P.C., 816 Congress Avenue, Suite 1900, Austin, Texas 78701.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, BY A VOTE OF ____ TO ____, ON THIS THE 9TH DAY OF SEPTEMBER, 2021.

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

APPROVED AS TO FORM:

Ashley Dierker, Town Attorney

Exhibit A
to 2021 RRM Resolution or Ordinance

Mid-Tex Tariffs
Effective December 1, 2021

RATE SCHEDULE:	R – RESIDENTIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Residential Customers for all natural gas provided at one Point of Delivery and measured through one meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 20.85 per month
Rider CEE Surcharge	\$ 0.05 per month ¹
Total Customer Charge	\$ 20.90 per month
Commodity Charge – All <u>Ccf</u>	\$0.27979 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	C – COMMERCIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE: Page

Application

Applicable to Commercial Customers for all natural gas provided at one Point of Delivery and measured through one meter and to Industrial Customers with an average annual usage of less than 30,000 Ccf.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and Ccf charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Bill	\$ 56.50 per month
Rider CEE Surcharge	\$ 0.01 per month ¹
Total Customer Charge	\$ 56.51 per month
Commodity Charge – All Ccf	\$ 0.12263 per Ccf

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Weather Normalization Adjustment: Plus or Minus an amount for weather normalization calculated in accordance with Rider WNA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

¹ Reference Rider CEE - Conservation and Energy Efficiency as approved in GUD 10170. Surcharge billing effective July 1, 2021.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable to Industrial Customers with a maximum daily usage (MDU) of less than 3,500 MMBtu per day for all natural gas provided at one Point of Delivery and measured through one meter. Service for Industrial Customers with an MDU equal to or greater than 3,500 MMBtu per day will be provided at Company's sole option and will require special contract arrangements between Company and Customer.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's monthly bill will be calculated by adding the following Customer and MMBtu charges to the amounts due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Gas Cost Recovery: Plus an amount for gas costs and upstream transportation costs calculated in accordance with Part (a) and Part (b), respectively, of Rider GCR.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

RATE SCHEDULE:	I – INDUSTRIAL SALES	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Agreement

An Agreement for Gas Service may be required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate I, Customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., Mid-Tex Division Distribution System (Customer) for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and MMBtu charges to the amounts and quantities due under the riders listed below:

Charge	Amount
Customer Charge per Meter	\$ 1,054.75 per month
First 0 MMBtu to 1,500 MMBtu	\$ 0.4330 per MMBtu
Next 3,500 MMBtu	\$ 0.3171 per MMBtu
All MMBtu over 5,000 MMBtu	\$ 0.0680 per MMBtu

Upstream Transportation Cost Recovery: Plus an amount for upstream transportation costs in accordance with Part (b) of Rider GCR.

Retention Adjustment: Plus a quantity of gas as calculated in accordance with Rider RA.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company the greater of (i) \$0.10 per MMBtu, or (ii) 150% of the difference per MMBtu between the highest and lowest "midpoint" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" during such month, for the MMBtu of Customer's monthly Cumulative Imbalance, as defined in the applicable Transportation Agreement, at the end of each month that exceeds 10% of Customer's receipt quantities for the month.

RATE SCHEDULE:	T – TRANSPORTATION	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Curtailment Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the midpoint price for the Katy point listed in *Platts Gas Daily* published for the applicable Gas Day in the table entitled "Daily Price Survey."

Replacement Index

In the event the "midpoint" or "common" price for the Katy point listed in *Platts Gas Daily* in the table entitled "Daily Price Survey" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive service under Rate T, customer must have the type of meter required by Company. Customer must pay Company all costs associated with the acquisition and installation of the meter.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Provisions for Adjustment

The Commodity Charge per Ccf (100 cubic feet) for gas service set forth in any Rate Schedules utilized by the cities of the Mid-Tex Division service area for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential and commercial bills based on meters read during the revenue months of November through April. The five regional weather stations are Abilene, Austin, Dallas, Waco, and Wichita Falls.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

$$WNAF_i = R_i \frac{(HSF_i \times (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$$

Where

- i = any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
- $WNAF_i$ = Weather Normalization Adjustment Factor for the i^{th} rate schedule or classification expressed in cents per Ccf
- R_i = Commodity Charge rate of temperature sensitive sales for the i^{th} schedule or classification.
- HSF_i = heat sensitive factor for the i^{th} schedule or classification divided by the average bill count in that class
- NDD = billing cycle normal heating degree days calculated as the simple ten-year average of actual heating degree days.
- ADD = billing cycle actual heating degree days.
- BL_i = base load sales for the i^{th} schedule or classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j th customer in i th rate schedule is computed as:

$$WNA_{ij} = WNAF_i \times q_{ij}$$

Where q_{ij} is the relevant sales quantity for the j th customer in i th rate schedule.

**MID-TEX DIVISION
ATMOS ENERGY CORPORATION**

RIDER:	WNA – WEATHER NORMALIZATION ADJUSTMENT	
APPLICABLE TO:	ALL CUSTOMERS IN THE MID-TEX DIVISION UNDER THE RRM TARIFF	
EFFECTIVE DATE:	Bills Rendered on or after 12/01/2021	PAGE:

Base Use/Heat Use Factors

Weather Station	<u>Residential</u>		<u>Commercial</u>	
	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>	Base use <u>Ccf</u>	Heat use <u>Ccf/HDD</u>
Abilene	11.88	0.1459	85.39	0.6996
Austin	10.34	0.1452	194.82	0.9398
Dallas	15.21	0.1915	148.19	1.0986
Waco	10.63	0.1373	130.39	0.7436
Wichita Falls	12.63	0.1398	109.17	0.5803

Weather Normalization Adjustment (WNA) Report

On or before June 1 of each year, the company posts on its website at atmosenergy.com/mtx-wna, in Excel format, a *Weather Normalization Adjustment (WNA) Report* to show how the company calculated its WNAs factor during the preceding winter season. Additionally, on or before June 1 of each year, the company files one hard copy and an Excel version of the *WNA Report* with the Railroad Commission of Texas' Gas Services Division, addressed to the Director of that Division.

Exhibit B
to 2021 RRM Resolution or Ordinance

Mid-Tex
2021 Benchmark for Pensions
and Retiree Benefits

ATMOS ENERGY CORP., MID-TEX DIVISION
PENSIONS AND RETIREE MEDICAL BENEFITS FOR CITIES APPROVAL
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Description (a)	Shared Services (b)		Post-Employment Benefit Plan (c)		Pension Account Plan (d)		Mid-Tex Direct Supplemental Executive Benefit Plan (e)		Post-Employment Benefit Plan (f)		Adjustment Total (g)
		Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	Pension Account Plan	Post-Employment Benefit Plan	
1	Proposed Benefits Benchmark - Fiscal Year 2021 Willis Towers Watson											
2	Report as adjusted (1) (2) (3)	\$ 2,917,949	\$ 4,908,358	\$ 5,447,063	\$ 293,818	\$ 6,600,073						
3	Allocation to Mid-Tex	43.68%	43.68%	76.11%	100.00%	76.11%						
4	Proposed Benefits Benchmark Costs Allocated to Mid-Tex (Ln 1 x Ln 2)											
5	O&M and Capital Allocation Factor	\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
6	Proposed Benefits Benchmark Costs to Approve (Ln 3 x Ln 4) (3)	100.00%	100.00%	100.00%	100.00%	100.00%						
7		\$ 1,274,655	\$ 2,144,130	\$ 4,145,546	\$ 293,818	\$ 5,023,057						
8	Summary of Costs to Approve (1):											
9												
10	O&M Expense Factor (WP_F-2.3, Ln 2)	75.07%	75.07%	38.66%	11.00%	38.66%						
11												
12												
13	Total Pension Account Plan	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
14	Total Post-Employment Benefit Plan											
15	Total Supplemental Executive Benefit Plan											
16	Total (Ln 13 + Ln 14 + Ln 15)	\$ 956,873	\$ 1,609,582	\$ 1,602,484	\$ 32,322	\$ 1,941,691						
17												
18	Notes:											
19	1. Studies not applicable to Mid-Tex or Shared Services are omitted.											
20	2. Mid-Tex is proposing that the Fiscal Year 2021 Willis Towers Watson actuarial amounts shown on WP_F-2.3 and WP_F-2.3.1, be approved by the RRM Cities as the											
21	benchmark amounts to be used to calculate the regulatory asset or liability for future periods. The benchmark amount approved by the RRM Cities for future periods											
22	includes only the expense amount. The amount attributable to capital is recorded to utility plant through the overhead process as described in the CAM.											
23	3. SSU amounts exclude cost centers which do not allocate to Mid-Tex for rate making purposes.											

Exhibit C
to 2021 RRM Resolution or Ordinance

Mid-Tex 2021 Schedule for
Amortization for Regulatory Liability

ATMOS ENERGY CORP., MID-TEX DIVISION
RATE BASE ADJUSTMENTS
TEST YEAR ENDING DECEMBER 31, 2020
AMORTIZATION OF REGULATORY LIABILITY

Line No.	Year Ended Dec. 31	Beginning Protected Balance	Protected Amortization	Ending Protected Balance	Beginning Unprotected Balance	Unprotected Amortization	Ending Unprotected Balance	Total Protected & Unprotected Amortization	Total Protected & Unprotected Balance
	(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)
1	2017 (3)	\$ -	\$ -	\$ (51,477,654)	\$ -	\$ -	\$ 343,746,535	\$ -	\$ 292,268,881
2	2018	(51,477,654)	494,977	(50,982,677)	343,746,535	(3,513,868)	340,232,667	(3,018,891)	289,249,991
3	2019	(50,982,677)	1,979,910	(49,002,767)	340,232,667	(14,057,872)	326,174,795	(12,077,963)	277,172,028
4	2020	(49,002,767)	1,979,910	(47,022,857)	326,174,795	(13,988,908)	312,185,886	(12,008,999)	265,163,029
5	2021	(47,022,857)	3,464,842	(43,558,015)	312,185,886	(26,390,127)	285,795,760	(22,925,284)	242,237,745
6	2022	(43,558,015)	1,979,910	(41,578,105)	285,795,760	(60,167,528)	225,628,231	(58,187,619)	184,050,126
7	2023	(41,578,105)	1,979,910	(39,598,195)	225,628,231	(60,167,528)	165,460,703	(58,187,619)	125,862,508
8	2024	(39,598,195)	1,979,910	(37,618,286)	165,460,703	(60,167,528)	105,293,175	(58,187,619)	67,674,889
9	2025	(37,618,286)	1,979,910	(35,638,376)	105,293,175	(60,167,528)	45,125,646	(58,187,619)	9,487,270
10	2026	(35,638,376)	1,979,910	(33,658,466)	45,125,646	(45,125,646)	(0)	(43,145,737)	(33,658,466)
11	2027	(33,658,466)	1,979,910	(31,678,556)	(0)	0		1,979,910	(31,678,556)
12	2028	(31,678,556)	1,979,910	(29,698,647)	-	-		1,979,910	(29,698,647)
13	2029	(29,698,647)	1,979,910	(27,718,737)	-	-		1,979,910	(27,718,737)
14	2030	(27,718,737)	1,979,910	(25,738,827)	-	-		1,979,910	(25,738,827)
15	2031	(25,738,827)	1,979,910	(23,758,917)	-	-		1,979,910	(23,758,917)
16	2032	(23,758,917)	1,979,910	(21,779,007)	-	-		1,979,910	(21,779,007)
17	2033	(21,779,007)	1,979,910	(19,799,098)	-	-		1,979,910	(19,799,098)
18	2034	(19,799,098)	1,979,910	(17,819,188)	-	-		1,979,910	(17,819,188)
19	2035	(17,819,188)	1,979,910	(15,839,278)	-	-		1,979,910	(15,839,278)
20	2036	(15,839,278)	1,979,910	(13,859,368)	-	-		1,979,910	(13,859,368)
21	2037	(13,859,368)	1,979,910	(11,879,459)	-	-		1,979,910	(11,879,459)
22	2038	(11,879,459)	1,979,910	(9,899,549)	-	-		1,979,910	(9,899,549)
23	2039	(9,899,549)	1,979,910	(7,919,639)	-	-		1,979,910	(7,919,639)
24	2040	(7,919,639)	1,979,910	(5,939,729)	-	-		1,979,910	(5,939,729)
25	2041	(5,939,729)	1,979,910	(3,959,820)	-	-		1,979,910	(3,959,820)
26	2042	(3,959,820)	1,979,910	(1,979,910)	-	-		1,979,910	(1,979,910)
27	2043	(1,979,910)	1,979,910	0	-	-		1,979,910	0
28									
29	Revenue Related Tax Factor				See WP_F-5.1			6.79%	
30	Revenue Related Taxes on Annual Amortization				Amortization * Tax Factor		\$	3,949,355	
31	Amortization Including Revenue Related Taxes				Amortization + Taxes		\$	<u>62,136,973</u>	
32									
33	Notes:								
34	1. The annual amortization of the protected balance is a 26 year recovery period based on the Reverse South Georgia Method. The annual amortization of the unprotected balance is 5 years.								
35	2. The Regulatory Liability is recorded to FERC Accounts 253 and 242, Sub Account 27909.								
36	3. This is the final Mid-Tex liability balance filing the Fiscal Year 2018 tax return.								

July 21, 2021

MODEL STAFF REPORT FOR RESOLUTION OR ORDINANCE

BACKGROUND AND SUMMARY

The City, along with 171 other Mid-Texas cities served by Atmos Energy Corporation, Mid-Tex Division (“Atmos Mid-Tex” or “Company”), is a member of the Atmos Cities Steering Committee (“ACSC”). In 2007, ACSC and Atmos Mid-Tex settled a rate application filed by the Company pursuant to Section 104.301 of the Texas Utilities Code for an interim rate adjustment commonly referred to as a GRIP filing (arising out of the Gas Reliability Infrastructure Program legislation). That settlement created a substitute rate review process, referred to as Rate Review Mechanism (“RRM”), as a substitute for future filings under the GRIP statute.

Since 2007, there have been several modifications to the original RRM Tariff. The most recent iteration of an RRM Tariff was reflected in an ordinance adopted by ACSC members in 2018. On or about April 1, 2021, the Company filed a rate request pursuant to the RRM Tariff adopted by ACSC members. The Company claimed that its cost-of-service in a test year ending December 31, 2020, entitled it to additional system-wide revenues of \$43.4 million.

Application of the standards set forth in ACSC’s RRM Tariff reduces the Company’s request to \$40.5 million, \$29.3 million of which would be applicable to ACSC members. ACSC’s consultants concluded that the system-wide deficiency under the RRM regime should be \$22.34 million instead of the claimed \$40.5 million. The amount of the \$22.34 million deficiency applicable to ACSC members would be \$16.8 million.

After the Company reviewed ACSC’s consultants’ report, ACSC’s Executive Committee and the Company negotiated a settlement whereby the Company would receive an increase of \$22.78 million from ACSC Cities, but with a two-month delay in the Effective Date until December 1, 2021. This should save ACSC cities approximately \$3.8 million.

The Executive Committee recommends a settlement at \$22.78 million. The Effective Date for new rates is December 1, 2021. ACSC members should take action approving the Resolution before October 1, 2021.

PROOF OF REVENUES

Atmos generated proof that the rate tariffs attached to the Resolution will generate \$22.78 million in additional revenues from ACSC Cities. That proof is attached as Attachment 1 to this Staff Report. ACSC consultants have agreed that Atmos' Proof of Revenues is accurate.

BILL IMPACT

The impact of the settlement on average residential rates is an increase of \$1.28 on a monthly basis, or 2.2 percent. The increase for average commercial usage will be \$4.03 or 1.61 percent. A bill impact comparison is attached as Attachment 2.

SUMMARY OF ACSC'S OBJECTION TO THE UTILITIES CODE SECTION 104.301 GRIP PROCESS

ACSC strongly opposed the GRIP process because it constitutes piecemeal ratemaking by ignoring declining expenses and increasing revenues while rewarding the Company for increasing capital investment on an annual basis. The GRIP process does not allow any review of the reasonableness of capital investment and does not allow cities to participate in the Railroad Commission's review of annual GRIP filings or allow recovery of Cities' rate case expenses. The Railroad Commission undertakes a mere administrative review of GRIP filings (instead of a full hearing) and rate increases go into effect without any material adjustments. In ACSC's view, the GRIP process unfairly raises customers' rates without any regulatory oversight. In contrast, the RRM process has allowed for a more comprehensive rate review and annual evaluation of expenses and revenues, as well as capital investment.

RRM SAVINGS OVER GRIP

While residents outside municipal limits must pay rates governed by GRIP, there are some cities served by Atmos Mid-Tex that chose to remain under GRIP rather than adopt RRM. Additionally, the City of Dallas adopted a variation of RRM which is referred to as DARR. When new rates become effective on December 1, 2021, ACSC residents will maintain an economic monthly advantage over GRIP and DARR rates. See Attachment 3.

EXPLANATION OF “BE IT RESOLVED” PARAGRAPHS:

1. This section approves all findings in the Resolution.
2. This section adopts the RRM rate tariffs and finds the adoption of the new rates to be just, reasonable, and in the public interest.
3. This section makes it clear that Cities may challenge future costs associated with gas leaks like the explosion in North Dallas or the evacuation in Georgetown.
4. This section finds that existing rates are unreasonable. Such finding is a necessary predicate to establishment of new rates. The new tariffs will permit Atmos Mid-Tex to recover an additional \$22.78 million from ACSC Cities.
5. This section approves an exhibit that establishes a benchmark for pensions and retiree medical benefits to be used in future rate cases or RRM filings.
6. This section approves an exhibit to be used in future rate cases or RRM filings regarding recovery of regulatory liabilities, such as excess deferred income taxes.
7. This section requires the Company to reimburse the City for expenses associated with review of the RRM filing, settlement discussions, and adoption of the Resolution approving new rate tariffs.
8. This section repeals any resolution or ordinance that is inconsistent with the Resolution.
9. This section finds that the meeting was conducted in compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

10. This section is a savings clause, which provides that if any section is later found to be unconstitutional or invalid, that finding shall not affect, impair, or invalidate the remaining provisions of this Resolution. This section further directs that the remaining provisions of the Resolution are to be interpreted as if the offending section or clause never existed.
11. This section provides for an effective date upon passage. December 1, 2021 represents a two month delay in the Effective Date established by the RRM tariff.
12. This section directs that a copy of the signed Resolution be sent to a representative of the Company and legal counsel for ACSC.

CONCLUSION

The Legislature's GRIP process allowed gas utilities to receive annual rate increases associated with capital investments. The RRM process has proven to result in a more efficient and less costly (both from a consumer rate impact perspective and from a ratemaking perspective) than the GRIP process. Given Atmos Mid-Tex's claim that its historic cost of service should entitle it to recover \$43.4 million in additional system-wide revenues, the RRM settlement at \$22.78 million for ACSC Cities reflects substantial savings to ACSC Cities. Settlement at \$22.78 million (plus \$3.8 of additional savings due to the two-month delay) is fair and reasonable. The ACSC Executive Committee consisting of city employees of 18 ACSC members urges all ACSC members to pass the Resolution before October 1, 2021. New rates become effective December 1, 2021.

**Attachment 1 to
Model Staff Report**

2021 RRM

Proof of Revenues

ATMOS ENERGY CORP., MID-TEX DIVISION
RRM CITIES RATE REVIEW MECHANISM
PROOF OF REVENUES - RRM CITIES
TEST YEAR ENDING DECEMBER 31, 2020

Line No.	Customer Class (a)	Current (b)	Proposed (c)	Bills (d)	Ccf/MmBtu (e)	Current Revenues (f)	Proposed Revenues (g)	Increase (h)
1	Residential							
2	Customer Charge	\$	20.25	\$		\$ 280,698,048	\$ 289,015,027	\$ 8,316,979
3	Consumption Charge	0.26651	0.27979	13,861,632		167,181,199	175,511,717	\$ 8,330,518
4	Revenue Related Taxes				627,298,034	30,398,805	31,528,717	
5	Total Class Revenue					\$ 478,278,052	\$ 496,055,461	\$ 17,777,409
6								
7	Commercial							
8	Customer Charge	\$	54.50	\$		\$ 59,642,184	\$ 61,830,888	\$ 2,188,704
9	Consumption Charge	0.11728	0.12263	1,094,352		42,672,431	44,619,033	\$ 1,946,602
10	Revenue Related Taxes				363,850,875	6,944,376	7,225,051	
11	Total Class Revenue					\$ 109,258,991	\$ 113,674,972	\$ 4,415,981
12								
13	Industrial & Transportation							
14	Customer Charge	\$	1,014.50	\$		\$ 7,158,312	\$ 7,442,316	\$ 284,004
15	Consumption Charge Tier 1	\$	0.4157	\$	7,479,741	3,109,328	3,238,728	\$ 129,400
16	Consumption Charge Tier 2	\$	0.3044	\$	8,282,846	2,521,298	2,626,490	\$ 105,192
17	Consumption Charge Tier 3	\$	0.0653	\$	13,018,926	850,136	885,287	\$ 35,151
18	Revenue Related Taxes		0.0680			925,722	963,306	
19	Total Class Revenue					\$ 14,564,796	\$ 15,156,127	\$ 591,331
20								
21	Total Excluding Other Revenue					\$ 602,101,840	\$ 624,886,561	\$ 22,784,721
22								
23								
24	Revenue Related Tax Factor	6.7873%						

**Attachment 2
to 2021 RRM Staff Report**

Bill Impact

**Attachment 3
to 2021 RRM Staff Report**

RRM Monthly Savings Over GRIP and DARR Rates

**ATMOS ENERGY CORP., MID-TEX DIVISION
RESIDENTIAL AVERAGE BILL COMPARISON
(EXCLUDING GAS COSTS)**

	ACSC Settled	DARR Settled	ATM Filing	ENVIRONS Filing
Customer Charge	\$20.85	\$23.80	\$27.68	\$25.90
Monthly Ccf [1]	45.2	52.7	45.2	45.2
Consumption Charge	\$0.27979	\$0.19526	\$0.14846	\$0.18653
Average Monthly Bill	\$33.50	\$34.09	\$34.39	\$34.33
		-\$0.60	-\$0.89	-\$0.83

[1] Recognizes that average normal usage for Dallas residential customers is greater than Mid-Tex average.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

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

SUBJECT: PURCHASE CARTEGRAPH SOFTWARE



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide needed technology and equipment (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)
- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

- On July 27, 2021, Town Council approved FY 2020-2021 budget amendment
 - o \$118,100 expenditure for Public Works Software
 - o Total BuyBoard quoted cost - \$117,000
- Software provides following benefits:
 - o Coordinates robust fixed asset, inventory, and work order modules
 - o Tracks proposed life span for current assets
 - o Grades current streets with pavement management system
 - o Integrates with the Town Engineer's GIS maps
 - o Links to OpenGov (Town's financial software)

COUNCIL ACTION:

- Authorize Town Manager to purchase Cartegraph Software



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF CARTEGRAPH

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to upgrade the current financial software; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$118,100 in the 2020-2021 budget year from the public works software update; 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 an agreement to purchase a fixed asset and work order management software for Public Works, but not to exceed \$118,100; and

WHEREAS, the Town is a member of the BuyBoard, which per Subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; and

WHEREAS, vendors Cartegraph is a member of BuyBoard Purchasing Cooperative; 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 authorizes the Town Manager to enter into an agreement for the purchase of Cartegraph at the quoted unit prices, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$118,100.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 12th day of August 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: SEPTEMBER 9, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC. : TEXAS GOVERNMENT CODE, SECTION 2254.004 CONTRACT FOR PROFESSIONAL SERVICES OF ENGINEER

SUBJECT: CONTRACT WITH PLUMMER ASSOCIATE FOR ROUTE STUDY OF DENTON CREEK WASTEWATER MAIN TRUNK LINE



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 26, 2021 – FY 2021-2022 Budget adopted including Denton Creek route study
- Original budget estimate for study - \$100,000 from Series 2021 CO issuance of \$7.5M
- Proposed agreement \$175,000
- Denton Creek route study complicated by following factors:
 - Coordination with Trinity River Authority
 - Coordination with Army Corps of Engineers
- Plummer Associates designed multiple projects in coordination with mentioned entities
- Additional funds available from Sewer Impact Fee Fund

COUNCIL ACTION:

- Authorize Town Manager to enter into a contract with Plummer Associates for route study of Denton Creek Wastewater Main Trunk Line not to exceed \$175,000.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO CONTRACT WITH PLUMMER ASSOCIATES FOR ENGINEERING DESIGN SERVICES FOR DENTON CREEK WASTEWATER ALIGNMENT STUDY NOT TO EXCEED \$175,000

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 contract with Halff and Associates to perform engineering services for the design of the Catherine Branch wastewater interceptor; and

WHEREAS, understanding the alignment of the Denton Creek sewer line will assist the Town with coordination with the design and construction of the interim wastewater treatment plant and the Catherine Branch wastewater interceptor; and

WHEREAS, with Halff and Associates performing the efforts listed above, the Town has determined it beneficial to seek services from an additional engineering firm; and

WHEREAS, Plummer Associates has experience and expertise in designing wastewater systems in cooperation with the Trinity River Authority (TRA), the Town's wastewater wholesale treatment provider, and the Army Corps of Engineers (COE), the major property owner in the main trunk line proposed alignment; and

WHEREAS, Plummer Associates has recently designed a wastewater collection system that transports to TRA and runs through COE properties; and

WHEREAS, the Town adopted Resolution 21-20 allowing for the reimbursement of project expenditures from future debt issuances; and

WHEREAS, on August 26, 2021, the Town Council approved the Fiscal Year 2021-2022 Budget which includes the issuance of \$7,500,000 of certificates of obligations; and

WHEREAS, the approved budget includes a capital improvement project for the route study for wastewater lines in Denton Creek to the TRA Regional Wastewater Treatment Plan; and



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

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

SECTION 1. The Town Council finds it advantageous to contract for professional engineering services for the design of public infrastructure.

SECTION 2. The Town Manager is hereby authorized to finalize and enter into a contract with Plummer Associates whereby the Town will contract for engineering design services in an amount not to exceed \$175,000 for the route study of a wastewater line alignment along Denton Creek.

SECTION 3. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the Town Council of The Town of Northlake, Texas, this the 9th day of September 2021

TOWN OF NORTHLAKE, TEXAS

David A. Rettig, Mayor

ATTEST:

Mary Kayser, Town Secretary

PLUMMER ASSOCIATES, INC.
AGREEMENT FOR PROFESSIONAL SERVICES

Project No. 3181-001-01

THIS AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, **2021**, by and between the **TOWN OF NORTHLAKE**, Texas, (hereinafter called "Owner") and the firm of **PLUMMER ASSOCIATES, INC.**, a Texas Corporation with its corporate office at 1320 South University, Suite 300, Fort Worth, Tarrant County, Texas, (hereinafter called "Engineer").

OWNER INFORMATION

Name: _____	Town of Northlake	Contact: _____	Drew Corn
Billing Address: _____	1500 Commons Circle #300	Title: _____	Town Manager
	Town of Northlake, Tx 76226	Telephone: _____	(940) 648-3290

NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, Owner and Engineer agree as follows:

SCOPE OF SERVICE:

Owner requests and authorizes Engineer to perform BASIC ENGINEERING SERVICES as further described in Exhibit A, " **Scope of Services**," and hereinafter called the "Project" as set forth in this Agreement.

GENERAL TERMS AND CONDITIONS:

1. Authorization to Proceed

Execution of this Agreement by the Owner will be authorization for Engineer to proceed with the Project, unless otherwise provided for in this Agreement.

2. Lump Sum Costs

Engineer's Lump Sum Costs, when the basis of compensation, will be the total amount paid by the Owner to the Engineer as identified in Exhibit B.

3. Hourly Rates

Engineer's Hourly Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on Owner's Project by Engineer's employees of the indicated classifications, as identified in Exhibit B. These rates are subject to annual calendar year adjustments and include all allowances for salary, overheads, and fee, but do not include allowances for Direct Expenses.

4. Direct Expenses

Engineer's "Direct Expenses", when part of the basis of compensation, are those costs incurred on or directly for the Owner's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Direct Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by Engineer.

5. Cost Opinions

Any cost opinions or Project economic evaluations provided by Engineer will be on a basis of experience and judgment; but, since it has no control over market conditions or bidding procedures, Engineer cannot warrant that bids, ultimate construction cost, or Project economics will not vary from these opinions.

6. Termination

This Agreement may be terminated for convenience upon 30 days' written notice by either party with or without cause. On termination, Engineer will be paid for all work performed up to the date of notification. If no notice of termination is given and termination is not for cause, relationships and obligations created by this Agreement, except Articles 8 through 15, will be terminated upon completion of all applicable requirements of this Agreement.

7. Compensation

Owner shall pay Engineer for Basic Services and Additional Services rendered in accordance with the provisions of Exhibit B.

Monthly invoices will be issued by Engineer for all work performed under this Agreement. Invoices are due and payable on receipt. Interest at the rate of 1-1/2 percent per month, or that permitted by law if lesser, will be charged on all past-due amounts starting 30 days after date of invoice. Payments will first be credited to interest and then to principal.

In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The Owner will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

8. Insurance

Engineer, as a minimum, shall maintain insurance of a form and in amounts as required by state law, approved by Owner, and as set forth in the attachment "Insurance and as set forth in Exhibit C, "Insurance". Engineer shall provide proof of said insurance requirements by attaching a Certificate of Insurance with the executed Agreement.

9. Independent Consultant

Engineer agrees to perform all services as an independent consultant and not as a subcontractor, agent or employee of the Owner.

10. Engineer's Personnel at the Project Site

The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to Owner and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions

of the Project by those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel.

Engineer neither guarantees the performance of any contractors, subcontractors or other entities nor assumes responsibility for their failure to perform their work in accordance with their contractual responsibilities.

11. Litigation Assistance

Unless specifically set forth in the Scope of Services, the Scope of Services does not include costs of the Engineer for required or requested assistance to support, prepare, document, bring, defend, or assist in litigation or administrative proceedings taken or defended by the Owner.

12. Venue

In the event that any legal proceeding is brought to enforce this Agreement or any provision hereof, the same shall be brought in Denton County, Texas, and shall be governed by the laws of the State of Texas.

13. Severability and Survival

If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of this Agreement for any cause.

14. Interpretation

The limitations of liability and indemnities will apply whether Engineer's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, except for willful misconduct or gross negligence for limitations of liability and sole negligence for indemnification, and shall apply to Engineer's officers, affiliated corporation, employees and subcontractors. The law of the state of Texas shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

15. No Third Party Beneficiaries

This Agreement gives no rights or benefits to anyone other than the Owner and Engineer and has no third party beneficiaries. The Owner will include a provision in each agreement which Owner enters into with any other entity or person that such entity or person shall have no third-party beneficiary rights under this Agreement.

Engineer's services are defined solely by this Agreement, and not by any other contract or Agreement that may be associated with the Project.

16. Indemnity and Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, CONSULTANTS, AND EMPLOYEES FROM REASONABLE CLAIMS, COSTS, LOSSES, AND DAMAGES ARISING OUT OF ENGINEER'S NEGLIGENT ACT OR OMISSION OF ENGINEER, ITS CONSULTANTS, OR THEIR OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, OR EMPLOYEES ON SERVICES PERFORMED UNDER THIS AGREEMENT PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE PROJECT ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM. IT IS SPECIFICALLY UNDERSTOOD AND AGREED THAT IN NO CASE SHALL THE

ENGINEER BE REQUIRED TO PAY AN AMOUNT DISPROPORTIONAL TO ENGINEER'S CULPABILITY, OR ANY SHARE OF ANY AMOUNT LEVIED TO RECOGNIZE MORE THAN ACTUAL ECONOMIC DAMAGES.

ENGINEER WILL STRIVE TO PERFORM SERVICES UNDER THIS AGREEMENT IN A MANNER CONSISTENT WITH THAT LEVEL OF CARE AND SKILL ORDINARILY EXERCISED BY MEMBERS OF THE PROFESSION CURRENTLY PRACTICING SIMILAR WORK IN THE SAME LOCALITY UNDER SIMILAR CONDITIONS DURING THE SAME TIME. ENGINEER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, UNDER THIS AGREEMENT OR OTHERWISE, IN CONNECTION WITH ANY SERVICES PERFORMED OR FURNISHED BY ENGINEER. ENGINEER'S SERVICES SHALL BE GOVERNED BY THE NEGLIGENCE STANDARD FOR PROFESSIONAL SERVICES, MEASURED AS OF THE TIME THOSE SERVICES ARE PERFORMED.

THE OWNER'S REVIEW, APPROVAL, OR ACCEPTANCE OF, OR PAYMENT FOR, ANY OF THESE SERVICES SHALL NOT BE CONSTRUED TO OPERATE AS A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT OR OF ANY CAUSE OF ACTION ARISING OUT OF THE PERFORMANCES OF THIS AGREEMENT, AND THE ENGINEER SHALL BE AND REMAIN LIABLE IN ACCORDANCE WITH APPLICABLE LAW FOR ALL DAMAGES TO THE OWNER CAUSED BY ENGINEER'S OMISSIONS OR NEGLIGENT PERFORMANCE OF ANY OF THE SERVICES FURNISHED UNDER THIS AGREEMENT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, ENGINEER'S LIABILITY FOR OWNER DAMAGES FOR ANY CAUSE OR COMBINATION OF CAUSES WILL, IN THE AGGREGATE, NOT EXCEED THE LIMITS OF THE ENGINEER'S PROFESSIONAL LIABILITY INSURANCE COVERAGE.

AS USED HEREIN, ENGINEER INCLUDES THE CORPORATION, SUBCONTRACTORS, AND ANY OF ITS OR THEIR OFFICERS, OR EMPLOYEES.

AS BETWEEN THE OWNER AND THE ENGINEER, ANY CONTRACT CLAIM MUST BE BROUGHT WITHIN FOUR YEARS FROM THE DAY FOLLOWING THE ACT OR OMISSION GIVING RISE TO THE BREACH OF CONTRACT CLAIM.

17. Documents and Notices

Contract documents, reports, plans, specifications, memorandums, or other delivered documents (furthermore known as Documents), in printed paper format (also known as hard copies) prepared or furnished by Engineer, pursuant to this Agreement are instruments of service but shall become the property of the Owner subject to Engineer's receipt of full payment for all services relating to preparation of the Documents. Engineer shall have the right to retain copies of Documents for information and reference. Signed and sealed printed form documents and plans shall be deemed superior and shall govern over same electronic format documents.

Contracted notices required by this Agreement shall be made in writing and shall be delivered by:

- a. person;
- b. overnight courier with written verification of receipt;
- c. electronic communication; or
- d. certified mail, return receipt requested.

18. Assignment

Neither Party will assign all or any part of this Agreement without prior written consent of the other party.

Exhibit A – Scope of Services**Exhibit B – Compensation****Exhibit C – Insurance**

By execution of this Agreement, Owner authorizes Engineer to provide Basic Services for the Project in accordance with Exhibit A, "Scope of Services." Services covered by this Agreement will be performed in accordance with the Provisions attached to this form and any other attachments or schedules. This Agreement supersedes all prior Agreements and understandings and may only be changed by written amendment executed by both parties.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Owner:**Plummer Associates, Inc.:**

By _____

By Alan R. Zuder

Title _____

Title Principal

Date _____

Date September 1, 2021

EXHIBIT A
TOWN OF NORTHLAKE
PHASE I SEWER TRUNK LINE
SCOPE OF SERVICES

1.0 BACKGROUND

The Town of Northlake is experiencing development associated with master-planned communities. This proposed sewer trunk line will expand the Town's wastewater capacity and provide service to residents living in new subdivision developments. The Town anticipates a growing demand for wastewater services in relation to population growth, and this line will meet current and future needs. The Town is preparing its infrastructure to provide continuous high-quality service.

The Phase I Sewer Trunk Line project includes: approximately 9565 linear feet of 54-inch diameter (Project S18A), approximately 481 linear feet of 48-inch diameter line (Project S20A), 3000 linear feet of 36-inch diameter line (Project S20B), and 3156 linear feet of 24-inch diameter line (Project S20C) as identified in the 2018 Sanitary Sewer Master Plan. Major activities include:

- Conduct a pipeline route study to evaluate route options that extend a sewer pipeline from Trinity River Authorities (TRA) Denton Creek wastewater treatment plant located along HYW 377 in the City of Roanoke to the west side of IH-35W.
- Conduct drone topographic survey of a 500-foot-wide area to evaluate routing options to be considered,
- Conduct a field site visit to walk the recommended alignment to confirm site conditions,
- Meet with USACE to discuss the need to cross USACE property,
- Prepare route study technical memorandum of the alignment options and recommended route,
- Develop Opinion of Probable Construction Cost for the recommended route.

2.0 BASIC SERVICES

Basic Services provided by the ENGINEER shall generally be covered under the following activities:

Activity A –Project Coordination

Activity B –Route Evaluation/Study

Activity C –Coordination with U.S. Army Corps of Engineers (USACE)

Specific tasks for each activity are identified in the following sections.

ACTIVITY A – PROJECT COORDINATION

Task 1 – Project Management

Provide project management for Activities A, B, and C. Project management shall include, but not be limited to, developing and implementing a project management plan; tracking and managing internal schedules of work; monitoring and addressing issues related to the scope of work, budget and deliverables; preparing and processing monthly billings; providing labor resources necessary to fulfill scoped work; scheduling and participating in quality control reviews; and providing updates to the OWNER on a regular basis.

- a. ENGINEER shall coordinate route study tasks identified below.
- b. ENGINEER shall prepare a common monthly invoice.

Deliverables:

- Monthly Invoices

Task 2 – Kickoff Meeting and Meeting Preparation

ENGINEER shall prepare for and participate in a Project kick-off meeting for the Phase I Trunk Line Route Study. At the kick-off meeting ENGINEER shall confirm with the OWNER the scope of work, deliverables, schedule and administrative protocols.

- a. ENGINEER shall prepare and present at the kickoff meeting the following:
 1. ENGINEER will present an overview of work to be completed.
 2. Draft Project Management Plan including critical success factors.
 3. Project schedule.
- b. ENGINEER shall prepare and distribute draft meeting notes for review within 3 business days of the kickoff meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the team for record purposes.

Deliverables:

- Draft and Final Meeting Notes
- Project Management Plan
- Baseline Project Schedule

Task 3 – Coordination Meetings

Progress Meetings - ENGINEER shall coordinate, prepare for, and conduct coordination meetings to review progress with the OWNER on the route study. Meetings shall take place at the OWNER's office or at a location identified by the OWNER in Denton County.

- a. ENGINEER shall prepare an agenda for the meetings.
- b. ENGINEER shall moderate the meetings.
- c. ENGINEER shall prepare and distribute draft meeting notes for review within 3 business days of the progress meeting. After receipt of comments, the meeting notes shall be finalized and distributed to the OWNER for record purposes.
- d. Up to four (4) progress meetings shall be held during the route study project.

Deliverables:

- Draft and Final Meeting Notes

ACTIVITY B – ROUTE EVALUATION / STUDY**Task 1 – Investigation and Data Collection**

- a. ENGINEER will perform desktop review including review of USGS topographic maps, National Wetland Inventory maps, soil survey maps, and available aerial photographs to identify potential environmental issues associated with proposed alternative route alignments.
- b. ENGINEER shall evaluate up to four (4) alternative segments where evaluation information suggests a deviation from the conceptual proposed alignment. Route segments will be based on aerial imagery, parcel information, drone acquired topography, interpreted land use, publicly available data, ground-level observations made from site visits along the alignment. OWNER's staff will provide input in development of the alignment alternatives.
- c. Use available data and interviews with OWNER's staff to identify the impacted parcels for the sewer trunk line route. The OWNER will contact landowners for access to parcels as needed to gain information along the route segments.
- d. ENGINEER shall evaluate permanent and temporary easement width options for the proposed interceptor based on site conditions of the recommended route alignment.
- e. For each of the alternative segments, identify haul routes and potential easement access locations. Develop profiles, conceptual vertical design to identify approximate required depth, using GIS and drone obtained topography.
- f. Collect high-resolution orthometric images and topographic field data, with UAV-mounted LiDAR unit, along the proposed route area (approximate 16,780 linear feet) for evaluation (approximate total area of 192 acres). Collected data will be 500 foot in width centered on the proposed route.
- g. ENGINEER will contact Texas 811 to establish an inventory of expected utilities that will cross the recommended route.
- h. Conduct preliminary hydraulic analysis for interceptor sizing based on buildout flow data obtained from the OWNER.
- i. Contact TRA to coordinate preliminary depth and location of a meter station near the Denton Creek Wastewater Plant as well as the tie-in location to TRA's interceptor.
- j. Perform a desktop review including USGS topographic maps, National Wetland Inventory maps, soil survey maps, available aerial imagery, and GIS data to identify potential environmental issues associated with the pipeline alignment alternatives.

- k. Perform a records search to determine if cultural resources have been recorded in the vicinity of the route study. This will include checking the records on the Texas Archaeological Site Atlas website and at the Texas Archaeological Research Laboratory in Austin as well as maps and other records available in Denton County.
- l. Collect information and data obtained during meetings with the USACE Grapevine Lake Manager noted in Activity C below.

Task 2 – Prepare Route Study Memorandum

- a. Prepare a Route Study Technical Memorandum (TM) documenting the alignments considered, selection criteria used, issues of concern, and recommended alignment. The ENGINEER shall incorporate preliminary plan and profiles for each alignment based on available topographic data. The route options shall be detailed to a planning level route selection using data collected in Task 1 above.
- b. The ENGINEER shall update the Conceptual Opinion of Probable Construction Cost (OPCC) following the completed Route Study TM.
- c. Submit electronically, the TM marked “Draft” to the OWNER for review and comments.
- d. Meet with the OWNER to discuss the findings and receive comments.
- e. Incorporate OWNER’S comments and submit completed TM.

Deliverables:

- Draft and Completed Route Study Technical Memorandum

ACTIVITY C – PRE-APPLICATION MEETING WITH USACE

Please note, this activity ends with the pre-application meeting with the USACE. Once the recommended route has been identified, the ENGINEER will prepare a separate agreement for the OWNER’S consideration that will include the preparation of formal easement documents and submission of all environmental studies required by the USACE. The timeline to negotiate an easement across USACE property can take approximately 18 months to acquire.

Task 1 – Initial Meeting with USACE

- a. ENGINEER shall prepare an exhibit that expresses the need for this sanitary sewer route study through the area owned by the USACE.
- b. ENGINEER shall meet with USACE Grapevine Lake Manager to discuss the needed sanitary sewer trunk line, identify the routes being considered and gain knowledge of conditions that may impact the ability of obtaining a permit to cross USACE property.
- c. This task includes up to two meetings with USACE Grapevine Lake Manager.
- d. ENGINEER will prepare meeting notes following each meeting and present to the OWNER.

Task 2 – Site Visit with USACE

- a. Coordinate a site visit with USACE Grapevine Lake staff to walk the recommended alignment for observation and note any concerns mentioned by USACE staff. A total of three (3) site visits are included in this task.
- b. ENGINEER will prepare meeting notes following the site visits and present to the OWNER.

Deliverables:

- Meeting notes following each meeting with the USACE

3.0 SPECIAL SERVICES

SPECIAL SERVICES incidental to the Project, but not included within the scope of BASIC SERVICES covered above, which may be performed or arranged for separately by the OWNER, or may be added to the ENGINEER'S responsibilities by mutual agreement and written authorization, include, but are not necessarily limited to the following:

No special service items have been identified for this agreement.

4.0 ADDITIONAL SERVICES

ADDITIONAL SERVICES are those services not included in General Services that may be required for the Project but cannot be defined sufficiently at this time to establish a Scope of Work. These include, but are not necessarily limited to the following:

- a. Preparation of Section 404 (CWA) permit application (pre-construction notification (PCN) for verification of authorization under Nationwide Permit (NWP) 12 – Utility Line Activities.
- b. Formal Consultation with the U.S. Fish and Wildlife Service for Threatened or Endangered Species.
- c. Tree Survey along route identifying location, size, and species.
- d. Preparation of easement documents, acquisition assistance or aid in acquiring property in fee, including in house labor by the Engineer, subconsultant services or property appraisals.
- e. Archeological investigations not included in Basic or SPECIAL SERVICES.
- f. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications. Coordination with Texas Water Development Board SRF.
- g. Providing additional copies of reports, plans, specifications, OPCC's and contract documents beyond those specifically described in Basic and SPECIAL SERVICES.

- h. Preparing environmental impact statements, and 404 permit applications.
- i. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the OWNER.
- j. Other services beyond those included in Basic or SPECIAL SERVICES that are approved by the OWNER.

5.0 SCHEDULE

The time for tasks identified under BASIC SERVICES as detailed above shall be completed within 6 months of receiving notice to proceed by the OWNER. The schedule assumes we will receive responses from the USACE to our questions in a reasonable timeframe.

Exhibit B

Compensation

1. Basic Services of Engineer

Owner shall pay Engineer for Basic Services of Engineer rendered for "Scope of Services" as provided in this agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Compensation for the following Services actually completed shall be paid as shown below:

Activity	Task Description	Fee Ceiling	Payment Terms
BASIC SERVICES			Lump Sum
Activity A	Project	\$29,230	
Activity B	Route	\$112,422	
Activity C	Coordination with	\$29,430	
SPECIAL SERVICES		\$0	
ADDITIONAL SERVICES		\$0	
TOTAL FEE		\$171,082	

Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Basic Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **fifteen percent (15%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

2. Additional Services of Engineer

Owner shall pay Engineer for Additional Services of Engineer rendered for "Scope of Services" as provided in this agreement. Fees shall be paid per Article 7 of the General Terms and Conditions.

Cost reimbursable compensation shall be based on Engineer's personnel time at Engineer's hourly labor rates attached hereto as Table B -1 Hourly Rate Schedule for Professional Services. All direct expenses, including mileage, travel and lodging expenses, but excluding subcontract expenses, applied to the Additional Services of Engineer, shall be paid at invoice or internal office cost plus a **fifteen percent (15%)** service charge. Subcontract expenses shall be paid at direct cost plus a **fifteen percent (15%)** service charge. All sales, use, value added, business transfer, gross receipts, or other similar taxes will be added to Engineer's compensation when invoicing Owner.

3. Definitions

Direct Labor Cost: Salaries and wages paid to Engineer's personnel engaged directly on the Project, but do not include indirect costs, insurance costs, fringe benefits, overhead or profit. Direct Labor Cost is subject to annual calendar year adjustments.

Hourly Labor Rates: Direct Labor Cost plus a percentage applied to all such wages or salaries to cover payroll taxes, insurance premiums, benefits and all other overhead or profit.

Direct Expenses: All expenses incurred directly by the Engineer. These may include transportation costs, travel, meals, lodging, laboratory testing and analyses, telecommunication, computer services, document reproduction and processing, all direct expenses associated with outside consultants, and any other direct expense incurred by the Engineer.

**EXHIBIT B-1
PLUMMER ASSOCIATES, INC.
HOURLY FEE SCHEDULE
2021**

Staff Description	Staff Code	2021 Rate
Admin Staff	A1 – A2	\$ 90.00
Admin Staff III	A3	\$ 95.00
Senior Admin Staff	A4	\$ 120.00
Designer/Technician	C1-C2	\$ 90.00
Designer/Technician III	C3	\$ 115.00
Senior Designer/Technician	C4	\$ 135.00
Construction Manager in Training (CMIT)	CM1	\$ 105.00
Construction Manager in Training II	CM2	\$ 125.00
Construction Manager in Training III	CM3	\$ 135.00
Construction Manager IV	CM4	\$ 145.00
Construction Manager V	CM5	\$ 165.00
Construction Manager	CM6	\$ 200.00
Senior Construction Manager	CM7	\$ 240.00
Principal Construction Manager	CM8	\$ 260.00
Resident Project Rep. I	RR1	\$ 80.00
Resident Project Rep. II	RR2	\$ 110.00
Resident Project Rep. III	RR3	\$ 130.00
Lead Resident Project Rep.	RR4	\$ 135.00
Field Tech I	LS1	\$ 80.00
Field Tech II	LS2	\$ 95.00
Survey Specialist I	LS3	\$ 105.00
Survey Specialist II	LS4	\$ 115.00
Survey Analyst	LS5	\$ 135.00
Chief of Parties	LS6	\$ 150.00
Engineer/Scientist Intern	ES0	\$ 60.00
Engineer-in-Training/Scientist-in-Training	ES1	\$ 115.00
Engineer-in-Training/Scientist-in-Training II	ES2	\$ 120.00
Engineer-in-Training/Scientist-in-Training III	ES3	\$ 130.00
Project Engineer/Scientist	ES4	\$ 145.00
Senior Project Engineer/Scientist	ES5	\$ 175.00
Project Manager	ES6	\$ 215.00
Senior Project Manager	ES7	\$ 240.00
Principal I	ES8	\$ 305.00
Principal II	ES9	\$ 320.00
Electrical Engineer in Training I	EE1	\$ 95.00
Electrical Engineer in Training II	EE2	\$ 120.00
Electrical Engineer in Training III	EE3	\$ 125.00
Electrical Specialist	EE4	\$ 145.00
Programmer	EE5	\$150.00
Programmer II	EE6	\$ 155.00
Senior Electrical Engineer	EE7	\$ 280.00

Exhibit C**Insurance**

Engineer shall maintain the following minimum insurance for the duration of the Project:

I. Workers Compensation and Employer's Liability:

Workers Compensation:	Statutory Limits
Employer's Liability:	
Bodily Injury by Accident	\$ 1,000,000 Each Accident
Bodily Injury by Disease	\$ 1,000,000 Each Employee
Bodily Injury by Disease	\$ 1,000,000 Policy Limit
Required Endorsements:	
Notice of Cancellation – as required by Section 6 below.	
Waiver of Subrogation – as required by Section 7 below.	

II. General Liability: Products - Completed Operations Coverage and Contractual Liability:

General Each Occurrence:	\$ 1,000,000
General Aggregate:	\$ 2,000,000
Personal and Advertising Injury:	\$ 1,000,000
Products – Comp/Op Aggregate:	\$ 2,000,000

Required Endorsements:

Additional Insured: Additional insured status shall be provided in favor of the Owner Parties on ISO forms CG 20 10, CG 2026 or an equivalent approved by the Owner

Primary and Non-Contributing Liability: It is the intent of the parties to this Contract that all insurance coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. This CGL coverage shall be endorsed to provide such primary and non-contributing liability coverage.

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

III. Umbrella Liability:

Umbrella Each Occurrence:	\$ 4,000,000
Umbrella Aggregate:	\$ 4,000,000

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.
Waiver of Subrogation – as required by Section 7 below.

IV. Automobile Liability: Owned, Hired, and Non-Owned Vehicles:

Combined Single Limit: \$ 1,000,000 Each Accident

Required Endorsements:

Notice of Cancellation – as required by Section 6 below.

Waiver of Subrogation – as required by Section 7 below.

V. Professional Liability:

Professional Liability Limit: \$ 2,000,000 Per Claim/Annual Aggregate

VI. Notice of Cancellation or Reduction by Endorsement in Coverage:

In the event of cancellation or reduction by endorsement in coverage or a non-renewal affecting the Owner, thirty (30) days prior written notice shall be given to the certificate holder.

VII. Waiver of Subrogation:

Engineer hereby agrees to waive its rights of recovery from Owner with regard to all causes of property and/or liability loss and shall cause a waiver of subrogation endorsement to be provided in favor of the Owner on all insurance coverage carried by the Engineer, whether required or not (except Engineer's professional liability insurance).

VIII. Evidence of Insurance:

Certificates of Insurance shall be attached hereto.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF DOC.: TEXAS GOVERNMENT CODE, SECTION 614.015, MENTAL HEALTH
LEAVE FOR PEACE OFFICERS

SUBJECT: MENTAL HEALTH POLICY FOR NORTHLAKE EMPLOYEES



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- 87th Legislature passed Senate Bill 1359
- Requires law enforcement agencies to adopt mental health leave policy for peace officers
- Effective date September 1, 2021, or as soon as practicable
- Police Chief briefed Council at August 26th meeting to receive policy direction
 - Extending duration of leave to five days with two three-day extensions
 - Does not include civilian employees who are covered by existing benefit
- Proposed policy meets legislative requirements

COUNCIL ACTION:

- Approve Mental Health Leave Policy and direct staff to include in Employee Handbook

NORTHLAKE MENTAL HEALTH LEAVE POLICY

(Effective September 1, 2021)

PURPOSE

The purpose of this policy is to provide guidance in following the Government Code regarding the use of mental health leave for authorized peace officers employed by law enforcement agencies. Mental health leave will support staff in maintain a healthy state of mind while at work and at home. The Town of Northlake recognizes that mental health is an essential component of overall health and wellness. Mental health leave is designed to be a resource available for sworn police employees and not a requirement for every traumatic event.

Definitions

Traumatic Event – an event which occurs in the scope of employment when the employee is involved in the response to, or investigation of, an event that causes the peace officer to experience unusually strong emotional reactions or feelings which have the potential to interfere with their ability to function during or after the incident.

Traumatic events may include, but are not limited to, the following:

- a. Major disasters which may include response to weather related events involving multiple casualties; or explosions with multiple casualties; or search and recovery missions involving multiple casualties;
- b. Incidents involving multiple casualties which may include shootings or traffic accidents;
- c. Response to or investigation of incidents involving death or abuse of an individual;
- d. Line of duty death, serious injury or suicide of a town member;
- e. Death of a child resulting from violence or neglect;
- f. Officer(s) involved shooting of a person.

Mental Health Leave – administrative leave with pay granted in response to a traumatic event that occurred in the scope of the peace officer's employment.

Mental Health Professional – a licensed social or mental health worker, counselor, psychotherapist, psychologist or psychiatrist.

Scope of Employment - an activity of any kind or character that has to do with and originates in the work, business, trade or profession of the employer and that is performed by a peace officer while engaged in or about the furtherance of the affairs or business of the employers.

Confidentiality – refers to a duty of an individual to refrain from sharing confidential information with others, except, on a need-to-know basis or with the express written consent of the other party.

Requesting mental health leave

A peace officer directly involved in a traumatic event may request the use of mental health leave. The request shall be made in writing through the chain of command to the Chief of Police. The request shall be treated as a priority matter and a decision on the granting of the leave shall be made no later than 24 hours following the submission of the request. The request shall be granted unless the chain of command can articulate specific compelling reasons to deny granting the leave.

A supervisor or coworker who becomes aware of behavioral changes in an officer directly involved in a traumatic event may suggest to the officer that he or she seek mental health leave and the assistance of a mental health professional.

Confidentiality of request

Any request for mental health leave shall be treated as strictly confidential by all parties involved and shall not be discussed or disclosed outside the officer's immediate chain of command, and only as necessary to facilitate the use of the leave. Any breach of this confidentiality shall be grounds for discipline.

Confidentiality may be waived by the officer seeking mental health leave. Confidentiality may be waived under circumstances which indicate the officer is a danger to himself or herself or others and department personnel must confer with mental health professionals.

Duration of mental health leave

An officer directly involved in a traumatic event may request up to five (5) working days of mental health leave per traumatic event.

Extensions of mental health leave may be available under certain circumstances upon approval by the Chief of Police and concurrence by the Town Manager. Any request for an extension shall be accompanied by documentation from a mental health professional who is counseling the officer. The request may extend the leave by three (3) working days. Each officer may request no more than two (2) extensions, each supported by sufficient documentation by the mental health professional.

Documentation of Mental Health Leave

Mental health leave shall be coded as Administrative Leave with Pay within the payroll system to promote anonymity. Appropriate documentation, inclusive of any documentation provided by a medical professional, shall only be placed in the officer's medical file to account for mental health leave being taken.

Compensation while on Mental Health Leave

While utilizing mental health leave, peace officers will continue to earn any and all benefits, pay, and applicable special pay. The Town shall not reduce an eligible employee's sick leave, vacation leave, holiday, or other paid leave balance for mental health leave taken under this policy.

Mental health services available to the officer

University Behavioral Health

2026 W. University Drive
Denton, Texas 76201
940-320-8100

Mayhill Hospital

2809 S. Mayhill Road
Denton, Texas 76208
940-239-3000

North Texas Behavior Health Authority

9441 Lyndon B Johnson Fwy, #350
Dallas, Texas 75243
214-366-9407

NAMI North Texas

2812 Swiss Avenue
Dallas, Texas 75204
214-341-7133

Trauma Support Services

210 S. Cedar Ridge Drive, Suite C-100
Duncanville, Texas 75116
972-709-4904

Other private counseling services are also available to police officers that may be specialized in first responder counseling.

Leave



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-33

WHEREAS, the Town of Northlake, Texas ("Northlake"), is a Home Rule municipality, is a duly incorporated municipality in the State of Texas; and

WHEREAS, on August 25, 2011, Northlake adopted an Employee Handbook; and

WHEREAS, the Town Council has determined that the Employee Handbook adopted should show amendments as stated in the attached **Exhibit 'A'**; and

WHEREAS, the purpose of handbook is to provide employees, supervisors and Department Heads with a permanent, written source of information about the policies, procedures and administrative directives of the Town of Northlake; and

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

1. The Town of Northlake Employee Handbook is hereby amended by adding a section to define Mental Health Policy for Peace Officers (attached as Exhibit A) and the same shall hereby constitute the Employee Handbook of the Town of Northlake.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS on this the 9th day of September 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary J. Kayser, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Exhibit 'A'

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC.: TEXAS GOVERNMENT CODE, CHAPTER 791, INTERLOCAL COOPERATION CONTRACTS

SUBJECT: CONTRACT FOR POLICE AND MUNICIPAL COURT SERVICES PERFORMED BY NORTHLAKE FOR CORRAL CITY



STRATEGIC GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Enhance Town staffing levels to address growth (Council Goal)

BACKGROUND INFORMATION:

- Northlake provides police and municipal court services to Corral City since 2013
- Annual revenue \$12,000
- Due to Northlake's proximity, providing police service minimally impacts operations
- Prior to contract, Northlake predominate first responder to dispatch calls
- Municipal Court services compensated by fines and fees less State costs
- Proposed contract ongoing with 30-day termination by either party

COUNCIL ACTION:

- Approve Corral City Police and Municipal Court Services Contract

INTERLOCAL COOPERATION AGREEMENT FOR POLICE AND MUNICIPAL COURT SERVICES

STATE OF TEXAS §

COUNTY OF DENTON §

THIS INTERLOCAL COOPERATION AGREEMENT ("Agreement") is made and entered into by and between the Town of Northlake, Texas ("Northlake") and the City of Corral City, Texas ("Corral City") (individually a "Party;" together the "Parties"), political subdivisions duly incorporated pursuant to the general laws of the State of Texas, each acting by and through its duly authorized individuals:

WHEREAS, Northlake and Corral City are authorized and empowered pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Gov. Code (Vernon) to agree with one another to perform governmental functions and services, including law enforcement and municipal court services; and

WHEREAS, because both Northlake and Corral City desire to improve the efficiency and effectiveness of law enforcement and municipal court services provided to the citizens of both entities, the Parties now enter into this agreement as specified herein; and

WHEREAS, Northlake and Corral City desire to enter into this Agreement agree that this Agreement is in the best interest of and serves the public health, safety and welfare of both municipalities.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein made, the benefits flowing each of the parties hereto, and other good and valuable consideration, Northlake and Corral City do hereby CONTRACT AND AGREE as follows:

1. Effective Date. This Agreement shall be in effect beginning the 1st day of October 2021.
2. Term. This Agreement shall be in force and effect ongoing but subject to the termination clause under Section 8.
3. Definitions. When used in this Agreement, the following words and phrases shall have the respective meanings ascribed to them:
 - A. "Police Officer" shall mean all full time, part time, reserve, paid and non-paid sworn police personnel of the Town of Northlake.
 - B. "Service Area" means the corporate limits of the City of Corral City, Texas as of the date of this Agreement or as may be amended or changed during the term of this Agreement.

4. Patrol Services. Northlake shall provide to Corral City patrol services. During these patrols, the Officers will address any violations of Federal or State Law which they observe. This will include traffic law enforcement and motor vehicle accident investigation and reporting. The Northlake Police Department will also take reports of criminal offenses occurring in Corral City, investigate those reports, and file cases with the Denton County District Attorney. The Chief of the Northlake Police Department (or his/her designee) will provide to Corral City a report of police activities on a monthly basis, no later than the 10th day of each month. For purposes of providing services under the Agreement, Northlake police officers shall constitute police officers of the City of Corral City while such officers are acting within the Service Area and shall have full authority as peace officers within the Service Area. Notwithstanding any other provision of this Agreement, patrol services within Northlake shall have priority over the patrol services within the Service Area.
5. Independent Contractor Relationship. Parties mutually agree that Northlake is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of Northlake in no way are to be considered employees of Corral City.
6. Municipal Court. The Town of Northlake, by and through its Municipal Court, will provide to Corral City Municipal Court services including but not limited to:

The adjudication of Class C misdemeanor crimes, issuing arrest warrants, collecting and receipting fines and court costs, filing the required monthly Office of Court Administration reports, remitting the quarterly payment to the Office of the State Comptroller, preparing and submitting reports on all moving traffic violation convictions to the Department of Public Safety, and any other necessary functions. The Northlake Municipal Court Administration will serve in a like capacity for Corral City. Each complaint shall be processed in the same manner as a complaint filed for a violation of a law within the corporate limits of Northlake.

7. Compensation. Corral City will compensate Northlake for Police and Municipal Court services, as set forth herein, in the amount of **One thousand dollars (\$1,000.00) per month**, due and payable by the first Tuesday of each month. Furthermore, any and all fines and fees collected by and through the Municipal Court (less that amount paid to the State as required by law) shall be the sole property of Northlake. If not paid by the second Tuesday of any month, Northlake may immediately terminate the Agreement and its obligations hereunder without any further notice to Corral City. All costs incurred hereunder shall be paid from current revenues legally available to the paying Party.

Notwithstanding anything to the contrary herein, Northlake, in its sole discretion, may increase the amount owed by Corral City to accommodate for increased demand on police or municipal court services should such an increase become necessary during the term of this Agreement. Northlake shall provide notice of the increase to Corral City at least thirty (30) days before the increase will take effect.

8. Termination. This Agreement may be terminated at any time by either Party hereto giving at least thirty {30} days written notice to the other Party of such termination, except the Town of Northlake may immediately terminate the Agreement in accordance with Section 6. In the event of such termination, Northlake shall be compensated by Corral City for all services performed up to and including the date of termination.
9. Liability. Pursuant to Texas Government Code Section 791.006(b), Corral City shall be solely responsible for any civil liability that arises from the furnishing of services requested by Corral City and agreed to by Northlake under this Agreement.

CORRAL CITY HEREBY AGREES TO INDEMNIFY AND OTHERWISE HOLD HARMLESS NORTHLAKE, ITS OFFICERS, AGENTS AND EMPLOYEES IN BOTH PUBLIC AND PRIVATE CAPACITY AGAINST ALL LIABILITY, CLAIMS, SUITS, DEMANDS, LOSSES, DAMAGES, ATTORNEY'S FEES, INCLUDING ALL EXPENSES OF LITIGATION OR SETTLEMENT, FOR CAUSES OF ACTION OF ANY KIND WHICH MAY ARISE FOR ANY REASON IN ANY WAY CONNECTED TO NORTHLAKE'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING BY REASON OF INJURY TO, OR DEATH OF, ANY PERSON OR FOR A LOSS OF, OR DAMAGE TO, OR LOSS OF THE USE OF ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO NORTHLAKE'S PERFORMANCE UNDER THIS AGREEMENT FOR ANY INTENTIONAL ACTS OR OMISSIONS BY SUCH NORTHLAKE OFFICIALS, OFFICERS, AGENTS OR EMPLOYEES RELATING TO OR ARISING OUT OF PERFORMANCE OF THE SERVICES PROVIDED FOR UNDER THIS AGREEMENT.

10. Immunity. It is expressly agreed and understood that, in the execution of this Agreement, the Parties do not waive nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, the Parties do not create any obligation, express or implied, other than those set forth herein and this Agreement shall not create any rights in any parties not signatory hereto.
11. Entire Agreement. This Agreement represents the entire and integrated agreement between Northlake and Corral City and supersedes all other prior negotiations, representations, and/or agreements, whether written or oral. The Agreement may be amended only by written instrument signed by both Northlake and Corral City.
12. Applicable Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. This Agreement shall be performable and all compensation payable in Denton County, Texas. Venue under this Agreement lies in Denton County, Texas.
13. Severability. If any clause, paragraph, section, or portion of this Agreement shall be found to be illegal, unlawful, unconstitutional, or void for any reason, the balance of the Agreement shall remain in full force and effect and the parties shall be deemed to have contracted as if said clause, section, paragraph, or portions had not been in the Agreement initially.

14. Authority to Execute. The undersigned officers or agents of the Parties hereto are properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each Party hereby certifies to the other that any necessary resolutions extending said authority have been fully passed and are now in full force and effect.

Executed in duplication original at Denton County, Texas on the date and year first written below.

TOWN OF NORTHLAKE, TEXAS

CITY OF CORRAL CITY, TEXAS

Date: _____

Date: _____

By: _____
Drew Corn, Town Manager

By: _____

Attest:

Attest:

Mary Kayser, Town Secretary

Approved as to form:

Approved as to form:

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF DOC.: TEXAS LOCAL GOVERNMENT CODE, SECTION 214.907, PROHIBITION
ON CERTAIN VALUE-BASED BUILDING PERMIT AND INSPECTION FEES

SUBJECT: FEE SCHEDULE AMENDMENT FOR RESIDENTIAL PERMIT FEES



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Texas statute enacted in 2019 prohibits use of value of dwelling or cost of constructing or improving dwelling in determining the amount of building permit or inspection fee
- Current Town single-family residential permits fees based on square footage comply with statute
- Current fees for multi-family permits and permits for residential alterations of conditioned area based upon construction value
- No multi-family value-based permits issued since law became effective

CONSTRUCTION TYPE:	CURRENT FEE BASIS:		PROPOSED FEE BASIS:	
<u>Single-family residential</u>	<u>Plan Review</u>	<u>Permit</u>	<u>Plan Review</u>	<u>Permit</u>
New Construction	Flat fee	Square footage	Flat fee	Square footage
Additions	Flat fee	Square footage	Flat fee	Square footage
Alterations	Value	Value	Flat fee	Square footage
Additional Trades			Flat fee	Flat fee
<u>Multi-family residential</u>				
New Construction	Value	Value	Square footage	Square footage
Additions	Value	Value	Square footage	Square footage
Alterations	Value	Value	Square footage	Square footage
Additional Trades			Square footage	Square footage

- Proposed fees capture amount equivalent to current fees and cover all related costs of service

COUNCIL ACTION:

- Approve ordinance to set fee schedule to conform to State law



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0909

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS AMENDING THE CODE OF ORDINANCES, TOWN OF NORTHLAKE BY AMENDING APPENDIX A, "FEE SCHEDULE," ARTICLE A2.000, "BUILDING AND CONSTRUCTION FEES," REVISING THE FEES FOR RESIDENTIAL BUILDING PERMITS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake is an incorporated municipality in the State of Texas; and

WHEREAS, the Town has previously established and promulgated the Town of Northlake's Fee Schedule to include Building and Construction Fees; and

WHEREAS, Texas House Bill 852, effective May 21, 2019, prohibits the use of the value of the dwelling or the cost of constructing or improving the dwelling in determining the amount of a building permit or inspection fee required in connection with the construction or improvement of a residential dwelling; and

WHEREAS, the Town Council finds it necessary to amend certain Residential Permit Fees to conform with the laws of the State of Texas.

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

SECTION 1. Section A2.001, "Residential building permit fees," of Article A2.000, "Building and Construction Fees," of Appendix A, "Fee Schedule," of the Code of Ordinances, Town of Northlake is hereby amended to read as follows:

- "(a) Single-family (detached and attached) and two-family residential new construction
 - (1) Plan review fee: \$100.00 (nonrefundable fee due with application)
 - (2) Permit fee: \$0.80 per sq. ft. of conditioned floor area; \$1,000 minimum for new construction
- (b) Single-family (detached and attached) and two-family residential additions and alterations of conditioned area
 - (1) Plan review fee: \$100.00 (nonrefundable fee due with application)
 - (2) Permit fee: \$0.40 per sq. ft. of conditioned floor area; \$100 minimum
 - (3) Trades fee: \$50 per trade for plumbing, electrical, and mechanical work

- (c) Multi-family residential new construction
 - (1) Plan review fee: \$0.25 per sq. ft. of conditioned floor area of all units (nonrefundable fee due with application)
 - (2) Permit fee: \$0.50 per sq. ft. of conditioned floor area of all units
- (d) Multi-family residential additions and alterations of conditioned area
 - (1) Plan review fee: \$0.10 per sq. ft. of conditioned floor area (nonrefundable fee due with application)
 - (2) Permit fee: \$0.20 per sq. ft. of conditioned floor area
 - (3) Trades fee: \$0.05 per sq. ft. per trade for plumbing, electrical, and mechanical work

SECTION 2. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance, Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 3. If any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

SECTION 4. All provisions of the Code of Ordinances of the Town of Northlake, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective after the date of its passage and upon its publication as required by law.

PASSED AND APPROVED on this the 9th day of September 2021

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC. : TEXAS TAX CODE, SECTION 6.03 APPRAISAL DISTRICT BOARD OF DIRECTORS

SUBJECT: DENTON CENTRAL APPRAISAL DISTRICT (DCAD) BOARD OF DIRECTORS NOMINATION



STRATEGIC GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)

BACKGROUND INFORMATION:

- Taxing jurisdictions nominate then vote on five DCAD board members
- DCAD Board Members Guidelines:
 - o Term – two years beginning January 1, 2022
 - o Eligibility – reside in Denton County for at least two years
 - o Elected officials of taxing unit may serve, employees may not
- Northlake may nominate up to five nominees or none before October 15th
- Northlake's number of votes 8 out of 5,000
- Northlake may distribute votes to all nominees before December 15th

COUNCIL DIRECTION:

- Nominate member(s) to DCAD Board of Directors



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

M E M O

TO: Denton County, School Districts and Cities that Levy a Tax

FROM: Hope McClure, Chief Appraiser

SUBJECT: Request for Nominations for DCAD Board of Directors

DATE: August 13, 2021

It is time again for the taxing jurisdictions to select five individuals to serve as the DCAD Board of Directors. Each jurisdiction may nominate by written resolution up to five people to be considered for the DCAD Board of Directors. According to Section 6.03 of the Texas Property Tax Code, it is the chief appraiser's responsibility to initiate this process, which is the purpose of this memo.

Please note that a chief appraiser does not have the authority, or the duty, to investigate or judge the qualifications of the nominees. Further, a chief appraiser cannot extend the deadline for receiving nominations.

Please return your nomination(s) by written resolution before October 15, 2021.

Please provide the name and address of the nominee(s). The District will send a questionnaire to each nominee requesting additional information to assist the entities in the voting process.

CALENDAR FOR APPOINTMENTS:

1. Before October 1st - Each jurisdiction will be advised of the number of votes they are entitled to cast in the election of the board of directors (those numbers are included in this email).
2. Before October 15th - The governing body of each jurisdiction may nominate by written resolution up to five candidate(s) to the DCAD Board of Directors. (The number of votes that each jurisdiction has is not relevant in the initial nomination phase.)
3. Before October 30th - A comprehensive list of the nominees will be compiled and this information will be sent to the taxing jurisdictions in the form of a ballot.
4. Before December 15th - The taxing jurisdictions choose by written resolution the candidate, or candidates, of their choice. The jurisdictions then submit the names of their candidates and the votes they cast for each candidate before the December 15th deadline.
5. Before December 31st – A tabulation of the votes will be forwarded to the jurisdictions. The five candidates that have received the most votes become the Board of Directors as of January 1st.



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

Memo, Appointing Board of Directors, August 11, 2021

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SELECTING A NOMINEE

AUTHORITATIVE GUIDELINES - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an “election” governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

ELIGIBILITY - An appraisal district director must reside in Denton County for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district’s director.

An employee of a taxing unit served by the appraisal district is **not** eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

..... “a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors”.

TERM OF OFFICE – Those elected to the Board of Directors will serve a two year term beginning January 1, 2022.

FREQUENCY OF MEETINGS - The applicable statutes require the board of directors to meet a minimum of once each calendar quarter.

DENTON CENTRAL APPRAISAL DISTRICT 2021 DISTRIBUTION OF VOTES

JURISDICTIONS		2020 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
<u>SCHOOL DISTRICTS:</u>				
S01	ARGYLE ISD	39,211,263.47	1.7154%	85
S02	AUBREY ISD	19,686,703.81	0.8612%	42
S03	CARROLLTON-FB ISD	59,677,280.15	2.6107%	128
S04	CELINA ISD	486,214.26	0.0213%	1
S05	DENTON ISD	300,528,684.23	13.1471%	654
S15	ERA ISD	1,687.25	0.0001%	1
S06	FRISCO ISD	168,736,156.36	7.3816%	394
S07	KRUM ISD	12,760,715.66	0.5582%	27
S08	LAKE DALLAS ISD	35,082,643.50	1.5347%	76
S09	LEWISVILLE ISD	598,944,850.68	26.2018%	1325
S10	LITTLE ELM ISD	82,583,733.78	3.6128%	178
S11	NORTHWEST ISD	143,902,045.64	6.2952%	312
S12	PILOT POINT ISD	8,842,789.13	0.3868%	18
S13	PONDER ISD	10,459,467.11	0.4576%	22
S17	PROSPER ISD	23,463,503.40	1.0264%	50
S14	SANGER ISD	16,207,613.43	0.7090%	34
S16	SLIDELL ISD	463,687.64	0.0203%	1
SCHOOL DISTRICTS TOTALS		\$1,521,039,039.50	66.540%	3348
<u>COUNTY:</u>				
G01	DENTON COUNTY	\$259,814,593.05	11.37%	567
<u>CITIES:</u>				
C26	TOWN OF ARGYLE	3,068,953.12	0.1343%	6
C01	CITY OF AUBREY	2,336,792.11	0.1022%	4
C31	TOWN OF BARTONVILLE	849,568.70	0.0372%	2
C02	CITY OF CARROLLTON	53,858,677.12	2.3561%	115
C49	CITY OF CELINA	1,486,029.75	0.0650%	3
C03	CITY OF THE COLONY	37,377,039.45	1.6351%	81
C21	TOWN OF COPPELL	1,056,686.12	0.0462%	2
C27	TOWN OF COPPER CANYON	870,253.61	0.0381%	2
C04	CITY OF CORINTH	14,287,227.60	0.6250%	30
C20	CITY OF DALLAS	13,945,214.89	0.6101%	30
C05	CITY OF DENTON	79,144,970.51	3.4623%	170
C42	CITY OF DISH	150,602.62	0.0066%	1
C30	TOWN OF DOUBLE OAK	1,181,394.10	0.0517%	3
C47	TOWN OF CORRAL CITY	14,508.54	0.0006%	1
C07	TOWN OF FLOWER MOUND	54,069,728.62	2.3654%	115
C36	CITY OF FORT WORTH	22,013,466.18	0.9630%	47
C32	CITY OF FRISCO	55,852,464.79	2.4434%	119
C39	CITY OF GRAPEVINE	200.88	0.0000%	1
C22	TOWN OF HACKBERRY	173,998.12	0.0076%	1
C38	CITY OF HASLET	1,618.72	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,132,828.57	0.0933%	5
C08	CITY OF HIGHLAND VILLAGE	13,667,598.50	0.5979%	29
C09	CITY OF JUSTIN	3,013,978.98	0.1319%	7
C18	CITY OF KRUGERVILLE	754,112.28	0.0330%	2
C10	CITY OF KRUM	2,806,666.66	0.1228%	6
C11	CITY OF LAKE DALLAS	3,500,738.06	0.1531%	8
C25	CITY OF LAKEWOOD VILLAGE	497,498.58	0.0218%	1
C12	CITY OF LEWISVILLE	55,532,778.10	2.4294%	118
C13	TOWN OF LITTLE ELM	30,065,520.30	1.3153%	65
C45	CITY OF NEW FAIRVIEW	45,578.69	0.0020%	1
C33	TOWN OF NORTHLAKE	3,668,108.80	0.1605%	8
C24	CITY OF OAK POINT	2,786,607.33	0.1219%	6
C14	CITY OF PILOT POINT	2,193,136.98	0.0959%	5
C29	CITY OF PLANO	6,239,891.59	0.2730%	13
C15	TOWN OF PONDER	1,367,589.48	0.0598%	3
C48	CITY OF PROSPER	5,180,168.58	0.2266%	11
C51	TOWN OF PROVIDENCE VILLAGE	4,562,351.92	0.1996%	10
C17	CITY OF ROANOKE	9,059,520.13	0.3963%	19
C16	CITY OF SANGER	5,380,837.91	0.2354%	12
C34	TOWN OF SHADY SHORES	1,117,288.68	0.0489%	2
C37	CITY OF SOUTHLAKE	509,818.25	0.0223%	1
C28	CITY OF TROPHY CLUB	9,194,185.92	0.4022%	19
C44	TOWN OF WESTLAKE	20,541.29	0.0009%	1
CITY TOTAL		\$505,036,741.13	22.09%	1085
TOTAL ALL JURISDICTIONS		\$2,285,890,373.68	100.00%	5000



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-34

WHEREAS, the Town of Northlake, Texas, has joined in the formation of a Denton Central Appraisal District; and

WHEREAS, the Denton County Chief Appraiser has notified each taxing entity that voting is in order for five seats on this board; and

WHEREAS, the Denton County Chief Appraisal has notified the Town of its voting entitlement of five (5) votes;

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

That the Town of Northlake hereby nominates the following citizens to serve on the Board of the Denton Central Appraisal District Board of Directors:

Passed and approved by the Town Council of the Town of Northlake, Texas, on this the 9th day of September 2019

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC. : TOWN CHARTER, SECTION 3.11, MEETINGS OF TOWN COUNCIL

SUBJECT: CANCEL SEPTEMBER 23, 2021, COUNCIL MEETING



STRATEGIC GOALS/OBJECTIVES:

- Promote Public Involvement (Council Goal)

BACKGROUND INFORMATION:

- Due to early Budget adoption, Town business accomplished at September 9, 2021, meeting
- Second meeting in September not necessary

COUNCIL ACTION:

- Cancel September 23, 2021, Town Council meeting

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: SEPTEMBER 9, 2021

REF. DOC.:

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



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: SEPTEMBER 9, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: SEPTEMBER 9, 2021

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: SEPTEMBER 9, 2021

ITEM: ADJOURNMENT

