

1. Town Council Agenda 10/28/2021

Documents:

[0 10-28-21 AGENDA SIGNED.PDF](#)

2. 5:30 P.M. Town Council Packet 10/28/2021

Documents:

[10-28-21 TC PACKET.PDF](#)

3. October 28, 2021 - MEETING SLIDE DECK

[OCTOBER 28, 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
OCTOBER 28, 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, October 28, 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 - Texas Municipal Court Week – November 1-5, 2021
 - B. Presentation – FY 21 Quarterly Investment Report
 - C. Presentation – FY 21 Quarterly Financial Report
 - D. Briefing – Harvest Retail Area: Town Limit and Extraterritorial Jurisdiction Adjustments
3. Public Input
This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.
4. Consent Items
Any Council member may request an item on the Consent Agenda to be taken up for individual consideration
 - E. Town Council Meeting Minutes 10-14-21

- F. Authorize the Town Manager to purchase four equipped police vehicles from Defenders Supply in a total amount not to exceed \$300,000 as programmed in the FY 2021-2022 Annual Budget
Resolution 21-36
- G. Authorize the Town Manager to lease ten license plate readers and software from Flock Safety in an amount not to exceed \$ 27,500 as programmed in the FY 2021-2022 Annual Budget
Resolution 21-37
- H. Authorize the Town Manager to purchase Taser equipment from Buy Board Purchasing Cooperative in an amount not to exceed \$ 45,000 as programmed in the FY 2021-2022 Annual Budget
Resolution 21-38

5. Action Items

- I. Hold a Public Hearing and consider an Ordinance Zoning Change from C – Commercial to M-PD – Mixed-Use Planned Development for an approximately 17-acre tract of land situated in the L. Medlin Survey, Abstract No. 830 generally located on the north side of SH 114 between Northport Drive and Ashmore Lane. Northport Partners, LLC is the owner. JPI is the applicant. Case # PD-21-004
 - i. Public Hearing
 - ii. Ordinance No. 21-1028 A
- J. Hold a Public Hearing and consider a Ordinance amending the 2016 Master Thoroughfare Plan at the intersection of Strader and Florance. The amendment would maintain the current offset T-intersection and remove the future conventional four-way intersection with the reserve S-curve from the plan.
 - i. Public Hearing
 - ii. Ordinance No. 21-1028 B
- K. Proposed Development Agreement with Kenneth and Cathy Frisby related to an approximately 14.2855-acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located on the northeast corner of Florance Road and Strader Road/ Robson Ranch Road
- L. Hold a Public Hearing and consider an Ordinance Zoning change from RR – Rural Residential (min. 5 acres lots) /CRO - Conservation Residential Overlay to RE-PD – Rural Estate Planned Development (min. 2 acre lots) for an approximately 14.2855-acre tract of land situated in the J.E. Anderson Survey, Abstract No. 22, generally located on the northeast corner of Florance Road and Strader Road/ Robson Ranch Road. Kenneth Frisby is the owner/applicant. Case # PD-21-003.
 - i. Public Hearing
 - ii. Ordinance No. 21-1028 C
- M. Consider a Resolution casting Northlake’s votes for a member or members of the Board of Directors of the Denton Central Appraisal District
Resolution 21-39 (if needed)
- N. 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. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367.
 - viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.
 - ix. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367
 - x. Potential litigation related to Dale Earnhardt Way road failures.
 - xi. Development agreement with DKM Property Co. LTD. (The Highlands) for roadway improvement requirements
- b. 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.

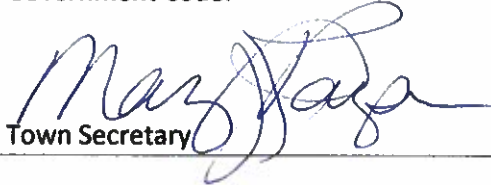
7. Reconvene into Open Session

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 22nd day of October 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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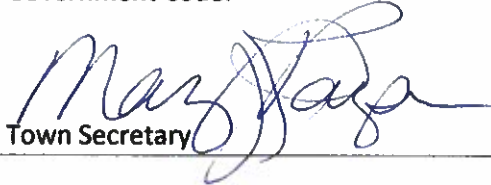
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: OCTOBER 28, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: OCTOBER 28, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS





TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

No. 21-6

A PROCLAMATION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the Town of Northlake established the Northlake Municipal Court in March 1999;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Northlake Municipal Court Judge is appointed by the Town Council every two years;

WHEREAS, the procedures for the Northlake Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the Town of Northlake is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Northlake Municipal Judge is not a policy maker for the Town of Northlake but is bound by the law and the Canons of Judicial Conduct and is required to make decisions independent of the governing body of the Town Council, town officials, and employees;

WHEREAS, the Town Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Northlake Municipal Court in complying with such legal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS THAT THE WEEK OF NOVEMBER 2ND – 6TH, 2020, IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF NORTHLAKE.

David Rettig, Mayor

Date

SEAL:

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF. DOC.: NORTHLAKE INVESTMENT POLICY UPDATED 2021

SUBJECT: FY 2021 FOURTH QUARTER INVESTMENT REPORT (JUL-SEP 2021)



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Fiscal Year 2021, fourth quarter total cash and investment book value - \$34,701,694
- Third quarter total interest earnings - \$21,740
- Down 1% or \$220 from last quarter



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

13 Weeks Treasury Bill Yield: 0.04%

Wells Fargo Bank

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
Wells Fargo - Investment Account	\$ 3,650,042.75			\$ 1,472.31	\$ 3,651,515.06
Wells Fargo - General Account	\$ 6,641,136.86	\$ 6,797,460.29	\$ (9,658,776.72)		\$ 3,779,820.43
Wells Fargo - Payroll Account	\$ -	\$ 1,726,318.16	\$ (1,726,318.16)		\$ -
First Financial Totals	\$ 10,291,179.61	\$ 8,523,778.45	\$ (11,385,094.88)	\$ 1,472.31	\$ 7,431,335.49

APR: 0.16%

Avg WAM* in Days : N/A

LOGIC

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
LOGIC - General Fund	\$ 6,319,756.18	\$ -	\$ -	\$ 676.14	\$ 6,320,432.32
LOGIC Totals	\$ 6,319,756.18	\$ -	\$ -	\$ 676.14	\$ 6,320,432.32

APR: 0.0364%

Avg WAM* in Days : 65

LAMAR

Investment Description	Beginning Balance	Deposits	Withdrawals	Interest	Ending Balance
Lamar - ICS Accounts	\$19,430,384.02	\$ 1,500,000.00	\$ (49.00)	\$ 19,591.90	\$20,949,926.92
LAMAR Totals	\$ 19,430,384.02	\$ 1,500,000.00	\$ (49.00)	\$ 19,591.90	\$ 20,949,926.92

APR: 0.40%

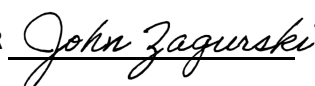
Avg WAM* in Days : N/A

Total Cash & Investments	\$ 36,041,319.81	\$ 10,023,778.45	\$ (11,385,143.88)	\$ 21,740.35	\$ 34,701,694.73
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***WAM (Weighted Average Maturity) is the mean average of the periods of time remaining until the securities held are (1) scheduled to be repaid or (2) would be repaid upon demand or (3) are scheduled to have their interest rate readjusted to reflect current market rates.**

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

SIGNED: 

INVESTMENT OFFICER 

DATE 10/21/2021

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

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

SUBJECT: FISCAL YEAR 2021 FOURTH QUARTER FINANCIAL REPORT (JUN-SEPT 2021)



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)
- Sustain Balance Budget and low municipal tax rate (Mayor Goal)

BACKGROUND INFORMATION:

- The Town utilizes OpenGov Reporting and Transparency
- The new tool offers many advantages:
 - o Mobile Friendly
 - o Customizable
 - o Updates Daily
 - o Interactive
- New tool located on the Town of Northlake's website under the Finance Departments Page
- URL: <https://northlaketx.opengov.com>
- Budget Highlights
 - o 100% of the year has transpired
 - o 101% of total revenues have been received
 - o 70% of total expenditures have been spent
 - o 93% of budgeted operating expenditures have been spent
- These are preliminary end of year estimates, items still left to process include
 - o Revenues:
 - Sales Tax – Two more months
 - Utilities – 10 days of utility revenues
 - Franchise Fees – last quarter of revenue
 - Accruals
 - o Expenditures
 - Budget Amendment Transfers
 - Purchase Orders – 60 days to close
 - Accruals

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF. DOC.: ORDINANCE 06-1109B, ANNEXATION OF 17-ACRE TRACT

SUBJECT: PROPOSED TOWN LIMIT AND EXTRATERRITORIAL JURISDICTION
BOUNDARIES WITH ARGYLE AND BELMONT FWSD NO. 1 AND 2



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

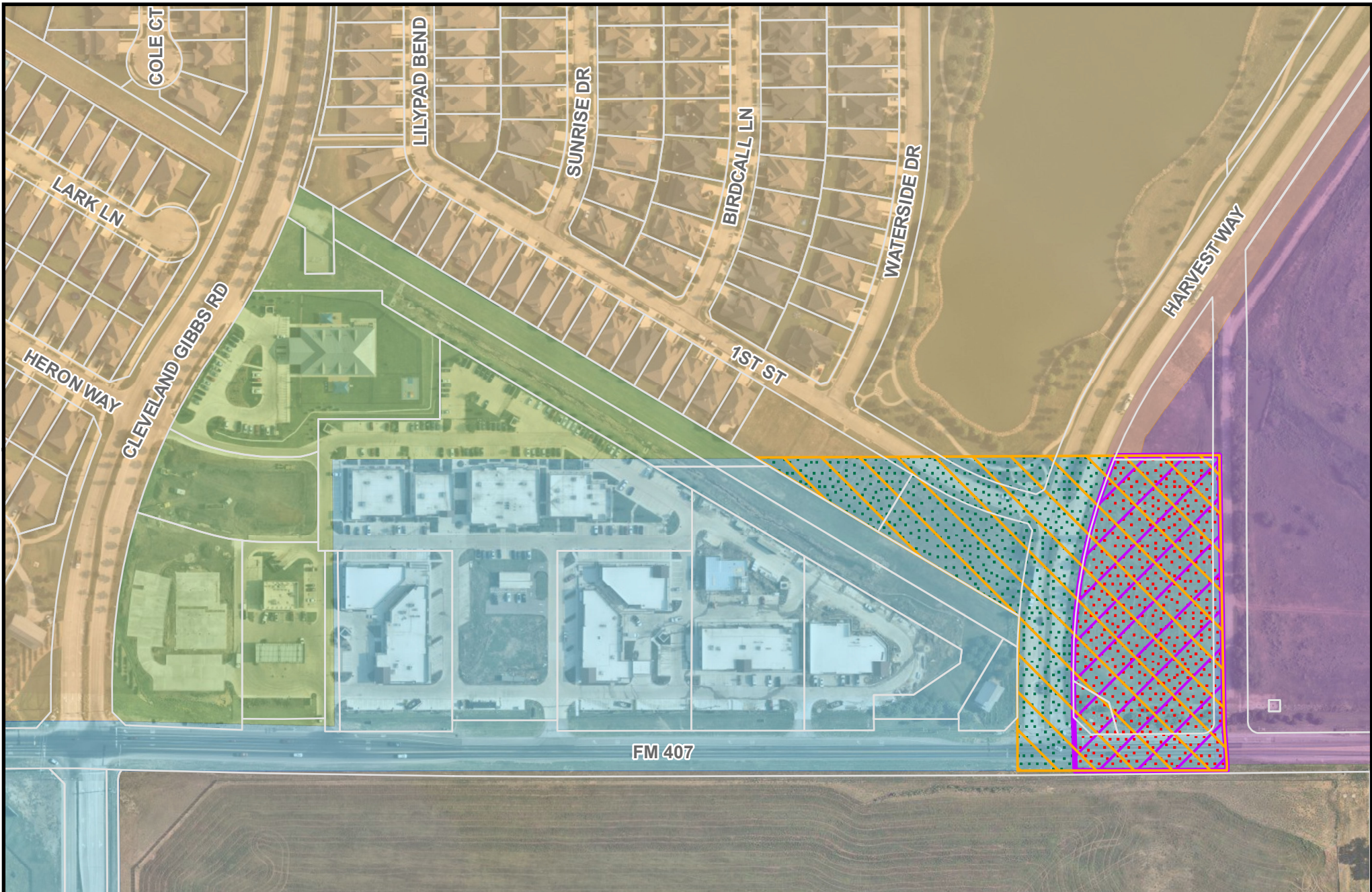
- November 9, 2006 – voluntary annexation of 16.918-acre rectangular tract
 - o Owned at time of annexation by Realty Capital Belmont, LTD
 - o Located on FM 407 frontage intended for future retail at Belmont (now Harvest)
- April 26, 2007 – joint resolution between Northlake and Argyle to adjust water and sewer Certificates of Convenience and Necessity boundaries
- Retail area development no longer aligned with original rectangle
- December 8, 2016 – limited purpose annexation of 10-acre triangular tract
- East end of original rectangle planned as residential and Argyle ETJ

PROPOSED BOUNDARY ADJUSTMENTS:

- Full annexation of approximately 10-acre Limited Purpose Annexation Area
 - o 10-acre area remains in Belmont Fresh Water Supply District (FWSD) No. 1
 - o Belmont FWSD No. 1 will abate property taxes in area in amount equal to Town tax rate
- De-annexation of approximately 10-acre area at FM 407 and Harvest Way
 - o Area west of Harvest Way remains in Northlake ETJ and annexed by Belmont FWSD No. 1
 - o Area east of Harvest Way released from Northlake ETJ and becomes Argyle ETJ and annexed by Belmont FWSD No. 2
 - o Northlake and Argyle CCN boundaries adjusted accordingly

COUNCIL DIRECTION:

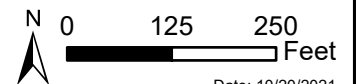
- Comments on proposed planned realignment of Town limits and ETJ



- | | | | |
|--|-------------------------------------|---|--------------------------|
|  | Current Northlake Incorporated Area |  | Proposed Argyle ETJ |
|  | Current Northlake ETJ |  | Proposed Belmont FWSD #1 |
|  | Area to be Annexed by Northlake |  | Proposed Belmont FWSD #2 |
|  | Area to be Deannexed by Northlake |  | Parcels |
|  | Current Argyle ETJ | | |



Harvest Retail Area Reconfiguration



Date: 10/20/2021

TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: OCTOBER 28, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: OCTOBER 28, 2021

ITEM: CONSENT ITEMS





DAVID A. RETTIG, MAYOR

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**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
OCTOBER 14, 2021, AT 5:30 PM
1500 COMMONS CIRCLE SUITE 300, NORTHLAKE, TEXAS 76226**

1. Mayor David Rettig called the meeting to order at 5:30 pm, quorum present.

Roll Call:

David Rettig, Mayor

Rena Hardeman, Place 1

Michael Ganz, Place 2

Brian Montini, Mayor Pro Tem

Roger Sessions, Place 4

Bill Moore, Place 5

Wes Boyer, Place 6 - absent

Invocation was given by Brandon McClure, Associate Pastor, Tribes Church.

The Pledge of Allegiance to the United States and Texas flags was recited.

2. Announcements, Proclamations and Presentations

- A. Presentation from Realty Capital to contribute funds to Town road projects in lieu of construction of a portion of future Florance Road

Tim Coltat, Realty Capital, provided an overview of their request.

Mayor Reddig opened Public Input on this item:

Bryan Davenport, Mark Peel, and Dan Hunke addressed the Council with their concerns related to Florance Road as currently proposed and asked that the council consider taking the funds offered and consider a different plan for the proposed road based on current conditions.

- B. Briefing on Master Thoroughfare Plan Amendment and development agreement with Kenneth and Cathy Frisby

Town Manager, Drew Corn provided an overview of the proposed Master Thoroughfare Plan (MTP) amendment and the proposed Development Agreement with Kenneth and Cathy Frisby.

MTP amendment to Florance and Strader intersection – offset intersection or two T-intersections

Development Agreement – consider rezone of property from RR to RE-PD for three two-acre lots; dedication of ROW to Town for ultimate four lanes of Florance and Strader; and Frisby constructs sidewalk along south and west perimeter of entire property.

These items will be heard by Planning and Zoning at their October 26, 2021, meeting and by Council at their October 28, 2021, meeting.

3. Public Input

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There were no speakers.

4. Consent Items

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Council Member Hardeman asked that Item 4D be removed from Consent for individual consideration.

Motion was made by Mayor Pro Tem Montini and second by Council Member Ganz to approve Consent Agenda Item C. Motion passed 6-0 (Boyer absent)

C. Town Council Meeting Minutes 9-9-21

D. Authorize Town Manager to purchase three crew cabs (BuyBoard #601-19, Grapevine Dodge Chrysler Jeep) and a backhoe (Sourcewell Purchasing Cooperative, HOLT CAT) in a total amount not to exceed \$315,000.

Resolution 21-34

Motion was made by Mayor Pro Tem Montini and second by Council Member Sessions to authorize the Town Manager to purchase three crew cabs (BuyBoard #601-19, Grapevine Dodge Chrysler Jeep) and a backhoe (Sourcewell Purchasing Cooperative, HOLT CAT) in a total amount not to exceed \$315,000 and to approve Resolution 21-34. Motion passed 5-1. (Hardeman opposed and Boyer absent)

5. Action Items

E. Discussion and action adopting Resolution 21-35, directing publication of Notice of Intention to issue Certificates of Obligation; and resolving other matters relating to the subject.

At the request of the Mayor this item will be handled at the end of the Action Items.

F. Authorize Town Manager to approve supplemental agreement with Newland Communities to participate in water line oversizing in an amount not to exceed \$360,000

Motion was made by Mayor Pro Tem Montini and second by Council Member Sessions to authorize the Town Manager to approve supplemental agreement with Newland Communities to

participate in water line oversizing in an amount not to exceed \$360,000. Motion passed 6-0 (Boyer absent)

Items G and H were considered together.

- G. Discussion and action calling a special meeting for November 19 and November 20, 2021.
- H. Discussion and action regarding cancellation of the November 11, November 25, and December 23, 2021, Council Meetings.

Motion was made by Council Member Sessions and second by Council Member Hardeman to call a special meeting for November 19 and November 20, 2021 and to cancel the November 11, November 25 and December 23, 2021 Council meetings. Motion passed 6-0 (Boyer absent)

- I. 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.

There was no action taken on this item.

At 7:33pm Mayor Rettig turned the meeting over to Mayor Pro Tem Montini and left the Chambers.

- E. Discussion and action adopting Resolution 21-35, directing publication of Notice of Intention to issue Certificates of Obligation in the amount of \$7.5 million; and resolving other matters relating to the subject.

Motion was made by Council Member Sessions and second by Council Member Ganz to approve Resolution 21-35 directing publication of Notice of Intention to issue Certificated of Obligation; and resolving other matters relating to the subject. Motion passed 5-0 (Rettig abstained and Boyer absent)

- 6. By general consent, Mayor Pro Tem Montini convened the council into Executive Session at 7:44 pm to discuss the following 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. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367.
- viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.
- ix. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367
- x. Potential litigation related to Dale Earnhardt Way road failures.

b. 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. Mayor Rettig reconvened the council into Open Session at 8:32 pm

8. Mayor Rettig adjourned the meeting at 8:32 pm.

Passed and approved on this the 28th day of October, 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF DOC.: LOCAL GOVERNMENT CODE, SECTION 271, GOVERNMENT CODE,
SECTION 2254

SUBJECT: POLICE VEHICLE AND EQUIPMENT PURCHASE



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide needed technology and equipment (Council Goal)

BACKGROUND INFORMATION:

- September 26, 2021 – Town Council approved Fiscal Year Budget 2022
 - o Two replacement vehicles (replacing 2017 and 2018 Chevrolet Tahoes)
 - o Two new vehicles
- Budget included \$300,000 purchase for four equipped police vehicles
- Vendors – Defender Supply, Holiday Chevrolet, and Holiday Ford
 - o Two 2022 Ford Interceptors and equipment – \$115,462.72 (\$57,746.36 per unit), additional \$3,000 per unit for turbo package not listed on price sheet
 - o Two 2022 Chevrolet Tahoes and equipment - \$106,614.64 (\$53,307.32 per unit)
- Prices through Tarrant County Cooperative Purchasing Agreement 2020-174
- Remaining amount for radios to be purchased later from Defender Supply or directly from Motorola through separate contract

COUNCIL ACTION:

- Authorize Town Manager to purchase four equipped police vehicles from Defender Supply not to exceed \$300,000



Date	10/7/2021
Estimate #	32309
Estimate By	Jennifer Mansfield
	Jennifer@defendersupply....
	214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 Tahoe PPV		Vehicle Base Color - Black		
Description	Location	Qty	Price	Total
2022 Chevrolet Tahoe 9C1 RWD Police Pursuit Vehicle (CC10706) - with EcoTec3 5.3-liter, 10-Speed Auto Trans with Heavy Duty Cooler, Heavy Duty Clutch Type Locking Differential, Dual Batteries with 760-amp Auxiliary Battery, High-output Alternator, 20-inch Steel Wheels, Brembo Front Calipers with 16-inch rotors, Keyless Entry & Push-to-Start Ignition, OnStar with Bluetooth Connectivity, Vinyl Rear Seat & Front Recovery Tow Hooks. (No Spotlight)		1	34,517.60	34,517.60
(Purchased Through Holiday Chevrolet on the Tarrant County Cooperative Contract # 2020-0174).				
Make Payment to:				
Holiday Chevrolet				
1009 Highway 82 West				
Whitesboro, Tx 76273				
2 Year Texas State Inspection Certificate		1	7.00	7.00
Vehicle Dealer Prep		1	230.00	230.00
Defender Supply TAHOE Driver Side Spot Light with LED Bulb. Includes Installation.		1	460.00	460.00

Vehicle & Emergency Equipment Total

Page 1

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	10/7/2021
Estimate #	32309
Estimate By	Jennifer Mansfield Jennifer@defendersupply... 214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply TAHOE Marked Patrol Base Package - Whelen 54" Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit. - Core Controller, SYNC Module, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 1 on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 1 Front Cabin and 2 Hatch Dome Lights. - Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips. - Defender Supply Wiring Harnesses, Power Distribution Block and Battery Management System. - Includes Installation.		1	8,267.00	8,267.00T
Defender Supply TAHOE Premium Single Drawer Storage Box. Includes Shipping and Installation.		1	1,565.00	1,565.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	10/7/2021
Estimate #	32309
Estimate By	Jennifer Mansfield Jennifer@defendersupply... 214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply TAHOE Traffic Advisor Package - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. ... - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		1	1,296.86	1,296.86T
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window Top. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	451.00	451.00T
Defender Supply Running Board Lighting - Includes Four Dual Color Super LED Light Heads (4x R/W/B), 2 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,179.80	1,179.80T
Defender Supply Computer Mount; Console. Includes Installation.		1	421.85	421.85T
Defender Supply TAHOE Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	645.66	645.66T
Defender Supply TAHOE Cargo Barrier with Mesh Window. Includes Shipping Installation.		1	640.00	640.00T
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	452.50	452.50T
Watch Guard Cables		1	675.00	675.00T
Defender Supply Two-Way (VHF) Radio Antenna and Coaxial Cable. Includes Installation. ***Replace TE-MAX-PCTCN1520 with Different Antenna if Needed***		1	173.05	173.05T
Printed Reflective or Non Reflective Graphics for Customer's Department		1	825.00	825.00T
Professional Installation of Graphics by Defender Supply		1	225.00	225.00
Window Tint - All Windows - 2 Door Extended Cab Truck		1	195.00	195.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature



Date	10/7/2021
Estimate #	32309
Estimate By	Jennifer Mansfield
	Jennifer@defendersupply....
	214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 Tahoe PPV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Installation of Customer Supplied Equipment as Listed: Radio WatchGuard Camera System - New Cables listed above Docking Station Power Supply		8	110.00	880.00T
Professional cleaning, detailing, make-ready by Defender Supply.		1	200.00	200.00T
Texas Government or Municipality - No Sales Tax			0.00%	0.00

Vehicle & Emergency Equipment Total	\$53,307.32
--	--------------------

Signature _____

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	10/7/2021
Estimate #	32310
Estimate By	Jennifer Mansfield
	Jennifer@defendersupply...
	214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 PI SUV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
2022 Ford Interceptor Utility 3.3L Direct Injection V6 Engine, AWD, Dual Exhaust System, 10-Speed Auto Trans, Heavy Duty 78-AMP Battery, Heavy Duty 220 AMP Alternator, Battery Saver Feature, 4 Wheel Disc Police Brakes, ABS & Traction Control, Front & Rear Anti-Roll Bars, 245/55R18 AS BSW Police Tires, 18' HD Steel Wheels, Full Size 18' Spare Tire, Heavy Duty Suspension, Power Steering w/EPAS, Engine Oil Cooler. Transmission Oil Cooler, Front Cloth / 60/40 Rear Vinyl Seats, Power Driver's Seat/6-Way Manual Lumbar adjustment, Black Vinyl Floor Covering, 75-mph Rear-Impact Crash Tested, Comes with two years of Ford Telematics complimentary, Hands Free Bluetooth, 4 remappable steering wheel-mounted switches, Deflective steel anti-stab plates are built into the driver & front-passenger seat backs, Class III trailer tow receiver, Red & White Dome Light, Dual Power Mirrors, Speed Sensitive Variable Intermittent Wipers, Options: Front License Plate Bracket, Front Bumper Auxiliary Warning Lights, Driver's Side LED Spotlight, Tail Lamp Housing Only, Heated Side View Mirrors, Aux Rear Air Conditioning, Global Lock /Unlock Feature, Rear Camera On-Demand, Dark Car Feature, Key FOB Keyless Entry, Grill Light/Siren Pre-Wire, Noise Suppression Bonds & Reverse Sensing. (Purchased on Tarrant County Cooperative Contract # 2020-174 Through Holiday Ford). Make Payment to: Holiday Ford 1009 Highway 82 West Whitesboro, TX 76273 2 Year Texas State Inspection Certificate Vehicle Dealer Prep		1	35,514.96	35,514.96T
		1	7.00	7.00T
		1	230.00	230.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	10/7/2021
Estimate #	32310
Estimate By	Jennifer Mansfield
	Jennifer@defendersupply...
	214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 PI SUV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply INTERCEPTOR UTILITY Marked Patrol Base Package - Whelen 54' Legacy WeCanX DUO Lightbar with Integrated Traffic Advisor and Full Across Take Down/Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise, Photo Cell Daylight Sensing, Low Power (R/W, B/W Font And Side, R/A, B/A Rear) with Strap Kit. - Core Controller, SYNC Module, OBDII Canport Harness, Output Expansion Module, 100 Watt Speaker and Bracket. Wired and Programmed to Defender Supply Standard. - Steel Push Bumper with Textured Coating and 6 Tri Color Super LED Light Heads (R/B/W), 4 in the Top Channel Cutouts and 2 , on Each Side with 45° Brackets. Take Down, Alley Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - 2 Tri Color Super LED Light Heads (R/B/W) Mounted on Rear License Plate Bracket. Reverse / Brake Lighting, Progressing Flash Patterns with Slide Switch, Cruise and Low Power Capabilities. - Tail light Flasher Module, Headlight Flasher Enable. - 2 Hatch Dome Lights. - Contoured Police Console With Dual Cup Holder, Arm Rest and 2 Magnetic Mic Clips. - Defender Supply Wiring Harnesses and Power Distribution Block. - Includes Installation.		1	8,849.41	8,849.41T
Defender Supply INTERCEPTOR Premium Single Drawer Storage Box. Includes Shipping and Installation.		1	1,615.00	1,615.00T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature

**DEFENDER SUPPLY™**

Argyle, TX 76226

Date	10/7/2021
Estimate #	32310
Estimate By	Jennifer Mansfield Jennifer@defendersupply... 214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

2022 PI SUV	Vehicle Base Color - Black			
Description	Location	Qty	Price	Total
Defender Supply INTERCEPTOR UTILITY Traffic Advisor - 1 Eight Dual Color Module Super LED Full Function Light Stick (R/A, B/A) with Progressing Flash Patterns with Slide Switch, Cruise, Low Power Functions Mounted on Rear Hatch Behind Glass with Vehicle Specific Shroud and Brackets. - 2, Dual Color Super LED Light Heads (R/B), Mounted Horizontally Under The Hatch on Each Corner, Rear Facing When Open. Includes Installation.		1	1,342.36	1,342.36T
Defender Supply Rear Side Window Lighting Package - Includes Two Tri Color Super LED Light Heads (R/B/W) Mounted 1 on Each Rear Side Window. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation. ***Requires CARGO-##-2 Harness***		1	523.00	523.00T
Defender Supply Running Board Lighting - Includes Four Dual Color Super LED Light Heads (4x R/W/B), 2 on Each Running Board. Progressing Flash Patterns with Slide Switch, Alley, Low Power and Cruise Functions Available (Core/Carbide Only). Includes Installation.		1	1,102.00	1,102.00T
Defender Supply Computer Mount; Console. Includes Installation.		1	421.85	421.85T
Defender Supply INTERCEPTOR UTILITY Prisoner Partition with Full Across Poly Window with Center Slider, Recessed Center and Lower Kick Panels. Includes Shipping and Installation.		1	969.33	969.33T
Defender Supply INTERCEPTOR UTILITY Cargo Barrier with Mesh Window. Includes Shipping Installation.		1	660.95	660.95T
Defender Supply Surface Mount Dual Weapon Universal Cuff Lock with 8 Second Timer, Switch, Defender Supply Gunlock Wire Harness. Includes Installation.		1	452.50	452.50T
Watch Guard Cables		1	675.00	675.00T
Defender Supply Two-Way (VHF) Radio Antenna and Coaxial Cable. Includes Installation. ***Replace TE-MAX-PCTCN1520 with Different Antenna if Needed***		1	173.05	173.05T
Printed Reflective or Non Reflective Graphics for Customer's Department		1	825.00	825.00T
Professional Installation of Graphics by Defender Supply		1	225.00	225.00
Window Tint - For Two Front Windows		1	79.95	79.95T

Final sale amount may be subject to state and local sales tax. PLEASE NOTE: Once this estimate has been approved, either by signature on this form, written approval referencing the estimate number or the issuance of purchase order, any changes or cancellations of parts made by the customer are subject to a 25% restocking fee. Any additional customer-requested parts/services will be added to the total amount of the sale.

Vehicle & Emergency Equipment Total

Signature



Date	10/7/2021
Estimate #	32310
Estimate By	Jennifer Mansfield
	Jennifer@defendersupply....
	214-870-1879



Bill To
Northlake Police Department 1500 Commons Circle, Suite 300 Northlake, TX 76226-1598

Customer Contact	
Customer Phone	
Customer E-mail	dthornton@town.northlake.tx.us

[illegible]

Vehicle & Emergency Equipment Total	\$54,746.36
--	--------------------

Signature _____



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF POLICE EQUIPMENT NOT TO EXCEED \$300,000

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to replace and purchase new equipment for the police department; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$300,000 in the 2021-2022 budget year for four police vehicles and equipment, two replacements and two new; and

WHEREAS, vendors Defender Supply, Holiday Chevrolet, and Holiday Ford are providing the quote for the vehicles and equipment through Tarrant County Cooperative Contract 2020-174; and

WHEREAS, the Town is a member of the Tarrant County Cooperatives Contract, which per Subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; 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 of 4 police vehicles, but not to exceed \$300,000;

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 police vehicles and equipment 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 \$300,000.

SECTION 3. This Resolution is effective immediately upon passage.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 28th day of October 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF DOC.: LOCAL GOVERNMENT CODE, SECTION 271, GOVERNMENT CODE,
SECTION 2254

SUBJECT: STATIONARY LICENSE PLATE READERS LEASE



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide needed technology and equipment (Council Goal)

BACKGROUND INFORMATION:

- September 26, 2021 – Town Council approved Fiscal Year Budget 2022
- Budget included \$27,500 for lease of stationary license plate readers (LPR)
- Assists in identification, investigation and apprehension of suspects committing criminal offenses
- Stationary device records license plate data on vehicles in areas prone to criminal activity
- Upon report of incident, police review license plates as part of investigation
- Partner with surrounding agencies moving to LPR technology

COUNCIL ACTION:

- Authorize Town Manager to lease Flock License Plate Readers not to exceed \$27,500 annually

CAMERA SPECIFICATIONS

Design

Dimensions: 8.75" x 3"

Weight: 3 lbs

IP65 Waterproof

Power

14Ah Battery

30W Solar Panel (14" x 21")

AC Power (5 ft. range)

Data

16GB local storage, ~2 weeks

Image

5MP Image Sensor

Motion

Passive Infrared Motion Detection

Connectivity

Embedded Cellular LTE Connection

Cellular service provider depends on area

Production

Designed & manufactured in the U.S.

Night Vision

850nm Custom IR Array

Cloud Storage

30 days storage (Amazon Web Services)

Accessible via secure website

Images can be downloaded and stored by department

CAMERA PERFORMANCE

Traffic

NCIC and Custom Alert Notifications

- Average of 10-15 seconds

Includes time, location, plate, and vehicle image

Includes state specific alerts based on image

Power Source

100-240 VAC <1 amp

60 W Solar

11-14 Volt

Processing Power

1.4GHz

64-bit quad-core CPU

Image Capture

20-90 ft from vehicles

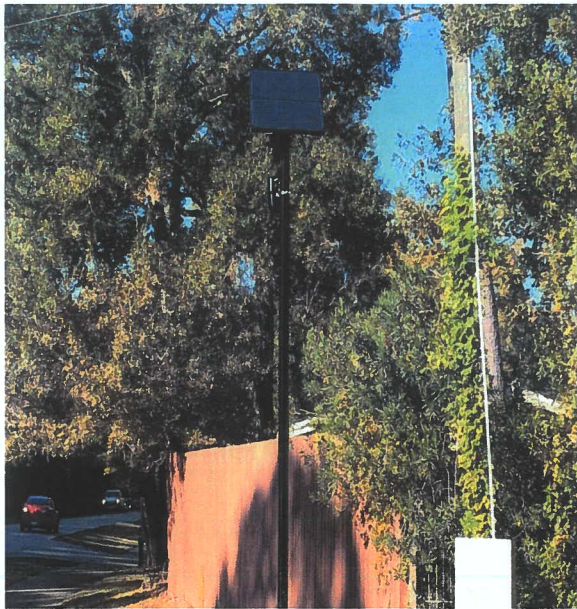
Up to 2 lanes of traffic per camera

Date and time with camera location

Plate (state, partial, paper, and none)

Vehicle details (Make, type, and color)





flock safety

Location Name – Northlake

- #01 Elizabethtown Cemetery Rd @ Raceway Dr
- #02 Inbound Thrown Rod Ln @ I-35 Service Rd
- #03 Inbound I-35 Service Rd @ Pit Stop Ln
- #04 Inbound I-35 Service Rd @ Gasoline Alley Dr
- #05 Inbound Hwy 114 @ Raceway Dr
- #06 Inbound Hwy 114 @ Cleveland Gibbs Rd
- #07 Inbound Hwy 114 @ private drive
- #08 Inbound Hwy 114 @ Chadwick Pkwy
- #09 Sam Lee Ln @ Ashmore Ln
- #10 Dale Earnhardt Blvd @ Sam Lee Ln





TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR THE LEASE OR ACQUISITION AND OPERATION OF LICENSE PLATE READERS TO BE USED AS POLICE EQUIPMENT NOT TO EXCEED \$27,500 ANNUALLY

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to replace and purchase new equipment for the police department; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$27,500 in the 2021-2022 budget year for police equipment; and

WHEREAS, vendor, Flock Safety, is a sole source provider of the software system that controls the license plate reader software; and

WHEREAS, Sole source items are exempted from the competitive bidding process pursuant to Texas Local Government code 252.022(a)(7)(A) ; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into an agreement to lease or otherwise acquire access to 10 license plate readers and necessary software, at a price not to exceed \$27,500 annually;

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 or agreements for the lease or acquisition of license plate readers to be used as police equipment and the necessary software for proper operation of the equipment 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 \$27,500 annually.

SECTION 3. This Resolution is effective immediately upon passage.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 28th day of October 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF DOC.: LOCAL GOVERNMENT CODE, SECTION 10271, COOPERATIVE PURCHASING PROGRAM

SUBJECT: POLICE TASER EQUIPMENT PURCHASE



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide needed technology and equipment (Council Goal)

BACKGROUND INFORMATION:

- September 26, 2021 – Town Council approved Fiscal Year Budget 2022
- Budget included \$45,000 purchase for new Taser equipment
- Replaces older, out-dated equipment
- Vendor – Axon
- Taser equipment package includes:
 - o Training suit
 - o Conductive target
 - o Multiple training and live cartridges
 - o Vouchers for two instructor training programs
 - o Docking station with auto download for equipment
 - o Twelve holsters
 - o Ten stun guns
- Prices through BuyBoard Purchasing Cooperative

COUNCIL DIRECTION:

- Authorize Town Manager to purchase Taser equipment not to exceed \$45,000



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic: (800) 978-2737
International: +1.800.978.2737

Q-341996-44488.747BH

Issued: 10/19/2021



Quote Expiration: 10/29/2021

EST Contract Start Date: 11/01/2021

Account Number: 110512

Payment Terms: N30

Delivery Method: Fedex - Ground

SHIP TO	BILL TO
Northlake Police Dept. - TX 1400 Fm 407 Northlake, TX 76247-6228 USA	Northlake Police Dept. - TX 1400 Fm 407 Northlake, TX 76247-6228 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Adam Smith Phone: Email: asmith@taser.com Fax: (480) 463-2201	Robert Crawford Phone: 940-648-4804 Email: rcrawford@town.northlake.tx.us Fax: (940) 648-5803

Program Length	60 Months
TOTAL COST	\$43,360.05
ESTIMATED TOTAL W/ TAX	\$43,360.05

Bundle Savings	\$16,527.01
Additional Savings	\$3,300.00
TOTAL SAVINGS	\$19,827.01

PAYMENT PLAN: Oct 2021		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 1	Oct, 2021	\$6,022.27
Payment Total		\$6,022.27

PAYMENT PLAN: Oct 2022		
PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 2	Oct, 2022	\$9,334.44
Payment Total		\$9,334.44

PAYMENT PLAN: Oct 2023

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 3	Oct, 2023	\$9,334.44
Payment Total		\$9,334.44

PAYMENT PLAN: Oct 2024

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 4	Oct, 2024	\$9,334.44
Payment Total		\$9,334.44

PAYMENT PLAN: Oct 2025

PLAN NAME	INVOICE DATE	AMOUNT DUE
Year 5	Oct, 2025	\$9,334.44
Payment Total		\$9,334.44

Quote Details

Bundle: 2021 Taser 7 Certification Bundle Quantity: 10 Start: 11/1/2021 End: 10/31/2026 Total: 32699.99 USD

Category	Item	Description	QTY
Holsters	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	10
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30
Handles	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
Admin License	20248	TASER 7 EVIDENCE.COM LICENSE	1
Taser 7 Target	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
Taser 7 Target Frame	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20

Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Batteries	20018	TASER 7 BATTERY PACK, TACTICAL	12
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
Duty Cartridge Replenishment Program	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	10
Docks	74200	TASER 7 6-BAY DOCK AND CORE	1
Dock Mount	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
Dock Power Cord	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
Other	80395	EXT WARRANTY, TASER 7 HANDLE	10
Other	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12
Other	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1

Bundle: 2021 T7 Cert Add-On (Shared Handles) Quantity: 10 Start: 11/1/2021 End: 10/31/2026 Total: 10500.06 USD			
Category	Item	Description	QTY
Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30
Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30
Inert Cartridges	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
Inert Cartridges	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Live Cartridges	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
Training Halt Cartridges	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20

Training Halt Cartridges	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
Duty Cartridge Replenishment Plan	20246	TASER 7 DUTY CARTRIDGE REPLACEMENT LICENSE	10
Handle License	20248	TASER 7 EVIDENCE.COM LICENSE	10

Bundle: Dynamic Bundle Quantity: 1 Start: 11/1/2021 End: 10/31/2026 Total: 160 USD

Category	Item	Description	QTY
Other	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1
Other	20120	TASER 7 INSTRUCTOR COURSE VOUCHER	2
Other	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2

Hardware

Requested Ship Date	Item	Description	QTY
10/01/2021	20160	TASER 7 HOLSTER - SAFARILAND, RH+CART CARRIER	10
10/01/2021	20161	TASER 7 HOLSTER - SAFARILAND, LH+CART CARRIER	2
10/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2021	80090	TARGET FRAME, PROFESSIONAL, 27.5 IN. X 75 IN., TASER 7	1
10/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	0
10/01/2021	80087	TASER 7 TARGET, CONDUCTIVE, PROFESSIONAL (RUGGEDIZED)	1
10/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
10/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
10/01/2021	20008	TASER 7 HANDLE, YLW, HIGH VISIBILITY (GREEN LASER), CLASS 3R	10
10/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30
10/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30
10/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2021	20018	TASER 7 BATTERY PACK, TACTICAL	12
10/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
10/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
10/01/2021	74200	TASER 7 6-BAY DOCK AND CORE	1
10/01/2021	70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	1
10/01/2021	71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK	1
10/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	30
10/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	30
10/01/2021	22179	TASER 7 INERT CARTRIDGE, STANDOFF (3.5-DEGREE) NS	10
10/01/2021	80396	EXT WARRANTY, TASER 7 SIX BAY DOCK	1
10/01/2021	80374	EXT WARRANTY, TASER 7 BATTERY PACK	12
10/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	0
10/01/2021	80395	EXT WARRANTY, TASER 7 HANDLE	10
10/01/2021	20050	HOOK-AND-LOOP TRAINING (HALT) SUIT	1

10/01/2021	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
10/01/2021	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
10/01/2021	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2021	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2021	22181	TASER 7 INERT CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	10
10/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2022	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2022	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
10/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
10/01/2023	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2023	22178	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, CLOSE QUART NS	20
10/01/2023	22177	TASER 7 HOOK-AND-LOOP TRN (HALT) CARTRIDGE, STANDOFF NS	20
10/01/2023	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2024	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2024	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20
10/01/2025	22175	TASER 7 LIVE CARTRIDGE, STANDOFF (3.5-DEGREE) NS	20
10/01/2025	22176	TASER 7 LIVE CARTRIDGE, CLOSE QUARTERS (12-DEGREE) NS	20

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract BuyBoard Contract 648-21 is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature

Date Signed

10/19/2021



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-XX

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF POLICE EQUIPMENT NOT TO EXCEED \$45,000

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to replace and purchase new equipment for the police department; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$45,000 in the 2021-2022 budget year for the police equipment; and

WHEREAS, vendors Axon is providing the quote for the tasers through BuyBoard Purchasing Cooperative; and

WHEREAS, the Town is a member of the BuyBoard purchasing cooperatives, which per Subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; 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 tasers, but not to exceed \$45,000;

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 police equipment 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 \$45,000.

SECTION 3. This Resolution is effective immediately upon passage.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 28th day of October 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary Kayser, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: OCTOBER 28, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

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

SUBJECT: PLANNED DEVELOPMENT ZONING CHANGE REQUEST
COMMERCIAL (C) TO MIXED-USE PLANNED DEVELOPMENT (MPD)



GOALS/OBJECTIVES:

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

ZONING CHANGE REQUEST INFORMATION:

Site:	Approximately 17 acres on north side of SH 114 between Northport Drive and Ashmore Lane
Applicant:	JPI
Owner:	Northport Partners, LLC
Current Zoning:	Commercial (C)
Proposed Zoning:	Mixed-Use Planned Development (MPD) – Mix of commercial and multi-family uses
Future Land Use:	Highway Corridors Special Area – Generally, these corridors can accommodate heavier commercial and light industrial uses. Depending on the context of nearby uses, high density residential such as apartments, condos, or mixed-use developments may be appropriate as well. Context of transitioning from the corridor to the adjacent character area (Workforce Residential to the south and Business Park to the north) may be considered in the development process.
Summary:	Last year the applicant applied for a similar MPD which called for a mix of commercial and multi-family uses with an approximately 3-acre tract for commercial uses and an approximately 14-acre tract for up to 420 multi-family residential units. The MPD zoning change request was denied at the June 11, 2020 Town Council meeting. The applicant waited the required 6 months following denial to resubmit an application for an MPD zoning change. The resubmitted MPD proposal revised the mix of commercial and multi-family uses with an increase in area reserved for commercial uses, an approximately 5-acre tract, an increase of 2 acres, with the remainder of the property, an approximately 12-acre tract, reserved for 360 multi-family residential units, a decrease of 60 units. This application (PD-21-001) was

withdrawn by the applicant. The current application (PD-21-005) is the same as the withdrawn application from earlier this year.

Public Hearing:

A public hearing is required prior to acting on the zoning change request. Public hearing notices were mailed to Northlake property owners within 200 feet of the subject property as required. Notice was also published in the Denton Record Chronicle and on the Town's website. As of October 21, 2021, no written comments for or against the request have been received.

Staff Analysis:

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

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

P&Z RECOMMENDATION:

- The Planning and Zoning Commission will meet on October 26, 2021, to hear and make a recommendation on this item.

COUNCIL ACTIONS:

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

ATTACHMENTS:

- Draft Ordinance with the following attachments
 - o Exhibit A – Legal Description
 - o Exhibit B – Concept Plan
 - o Exhibit C – Development Standards



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 21-1028A

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 17.00 ACRE TRACT OF LAND SITUATED IN THE L. MEDLIN SURVEY, ABSTRACT NO. 830, IN THE TOWN OF NORTHLAKE FROM "C" COMMERCIAL TO "M-PD" MIXED-USE PLANNED DEVELOPMENT AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING FOR THE ADOPTION OF DEVELOPMENT STANDARDS; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-1024A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the Unified Development Code and Official Zoning Map established the zoning of "C" Commercial for a 17.00-acre tract of land located in the L. Medlin Survey, Abstract No. 830, in the Town of Northlake, Denton County, Texas (the "Property"); and

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

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 16-1208E on December 12, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, and the requested rezoning complies with recommendations of the plans; and

WHEREAS, the Town of Northlake received a request from the owners of the Property to rezone the Property by establishing a "M-PD" Mixed-Use Planned Development District; and

WHEREAS, upon review and consideration by the Town Council of the Town of Northlake following a public hearing held at their meeting on June 11, 2020, with respect to the previous zoning change request, the Town Council denied the request; and

WHEREAS, the Unified Development Code provides for resubmission of a rezoning request on the same property after a six-month waiting period; and

WHEREAS, the Town of Northlake has received a new request from the owners of the Property to rezone the Property by establishing a “M-PD” Mixed-Use Planned Development District; and

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

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on October 26, 2021, the Planning and Zoning Commission recommended _____ of the zoning change as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on October 28, 2021, with respect to the zoning change described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve the zoning change request and establish a “M-PD” Mixed-Use Planned Development District on the Property.

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

SECTION 1

The 17.00-acre Property more fully described in Exhibit “A” shall be zoned “M-PD” Mixed-Use Planned Development with the concept plan as provided in Exhibit “B” and development standards as provided in Exhibit “C” attached hereto.

SECTION 2

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

SECTION 3

This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

SECTION 4

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

SECTION 5

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

SECTION 6

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

PASSED AND APPROVED on this the 28th day of October 2021.

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary



Texas Motor Speedway

Schluter Systems LP

Lone Star Tower
Condominiums

Farmer Brothers

Stanley Black &
Decker Distribution

DFW Adventure Park

Rosa's Café &
Tortilla Factory

Wesco Aircraft

Relogistics Services

Lipstick and Lead

Chick-fil-A

In-N-Out Burger

Buc-ee's

QuikTrip

The Ruby at Chadwick
Commons Apartments

7-Eleven

Mastec North America

Fireworks Stand

RH Outlet

Tanger Outlets
Fort Worth

Elizabethtown

Chadwick Apartments

Premier Christian
Academy

Chadwick Farms Park

Compass Christian
Church Roanoke

U-Haul Moving &
Storage of Roanoke

Waffle House

Churchill at
Circle

Worth
Golf...

Heart Trail

Elizabeth Creek

Elizabeth Creek

Pawsitive Pet Sitter

**TRACT 1
Residential
(11.89 acres)**

Ashmore Lane

Property Line

Dumpster Area

Parking Court

Parking Court

Dog Park

Tuck-Under Garages
3 Ivl MF

4 Ivl MF

Pool
Courtyard

Leasing/
Amenity

4 Ivl MF

Tuck-Under Garages
Courtyard

Shared Fire lane

Retail-4

Retail-3

Retail-2

Retail-1

**TRACT 2
Commercial
(5.11 acres)**

Northport Drive

Fence line
(White dashed line)
Private yards

Main Entry

Sidewalk

Secondary Entry

40' Easement
Setback

Highway 114

30'

375'

30'

950'

Property Line



Exhibit C

Mixed-Use Planned Development District (PD-MU)

I. Tract 1 – Multi-Family Residential (Approximately 11.89 acres)

- A. General Description:** The multi-family tract is depicted as Tract 1 on the Concept Plan (Exhibit "B") and further described by metes and bounds in Exhibit "A". The multi-family tract is intended to provide for a high quality residential development. These multi-family units are attached units. Access shall be provided from private access drives or parking areas connecting to adjacent public streets. These multi-family units will range from 40 units per building to 200 units per building. The multi-family tract will include amenities and recreational areas open to residents of the development as shown on the Concept Plan.
- B. Permitted Uses:** Multi-family
- C. Density:** The maximum overall allowed density for Tract 1 shall be 31 dwelling units/gross acre.
- D. Minimum lot area:** 43,560 square feet
- E. Minimum lot width:** 100 feet
- F. Minimum front yard:** 35 feet.
- G. Minimum side and rear yards:** 10 feet.
- H. Minimum building separation:** 20 feet.
- I. Minimum floor area per dwelling unit:**
 - i.** 1-bedroom - 650 square feet.
 - ii.** 2-bedroom - 950 square feet.
 - iii.** 3-bedroom – 1,350 square feet.
- J. Maximum lot coverage:** 40%
- K. Maximum Height:** 4 stories and 60 feet measured to the mean point of the roof.
- L. Building materials:** The exterior building materials shall be a minimum of eighty percent (80%) masonry product (including stucco and cementitious fiber cement lap siding), exclusive of windows and doors. A minimum of two exterior materials shall be included on every facade. Hardi-plank may be used above the first story and may be credited as an alternative construction material for up to 30% of the total 80% masonry requirement. Hardi-plank may also be used within all breezeways and patios, including the first story. Alternative materials may be

approved at the time of Site Plan approval. No metal roofs shall be permitted with the exception of standing-seam metal roofs, which shall be approved in conjunction with the Site Plan.

M. Required Open Space: The minimum amount of required open space for any multi-family lot shall be 20% of the area of the lot, net of floodplain and adjacent right-of-way.

N. Parking Requirements:

- i. Multi-Family Residential: The minimum parking requirement shall be 1 nine (9) foot by eighteen (18) foot parking spaces per bedroom and an additional 0.20 spaces per dwelling unit. All parking shall meet the requirements of the Americans with Disabilities Act (ADA). Parking areas shall be paved with concrete or asphalt and graded to drain appropriately. No head in parking shall be permitted to overhang any landscaped areas. Ten percent (10%) of the total required parking spaces, as defined above, shall be covered. Said 10% may be a mix of car ports and enclosed garages. In the event an apron is provided in front of the enclosed garages, it shall be counted as a parking space.
- ii. Except for the immediate loading and unloading, the parking of recreational vehicles, trailers, and boats shall be prohibited.
- iii. Tandem parking is allowed.

O. Miscellaneous Multi-Family Residence Provisions:

1. The north and eastern boundaries of the site may have a wrought-iron fence. The western boundary may have a landscape buffer provided in accordance with the requirements of the UDC of the Town of Northlake and a wrought-iron fence. The southern boundary of the site (fronting State Highway 114) may have a wrought-iron fence and landscaping buffer provided in accordance with the requirements of the UDC of the Town of Northlake. In all instances, the wrought-iron fence shall be a minimum of 4 feet in height. Fencing may be located in required setback areas and may be located within the property to create private yards for the residences. Fences and walls must be constructed in accordance with the Unified Development Code of the Town of Northlake in effect at the time of final Site Plan approval. Chain link fences shall be prohibited.
2. All trash collection, storage facilities and loading docks should be located internal to the property whenever possible and all such facilities shall be enclosed or screened on a minimum of three sides by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.

3. Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.
4. Restricted Entry. Entry to the multi-family development may be restricted by the use of gates, the exact location of which shall be approved by the Town of Northlake at the time of final Site Plan approval.
5. Accessory Buildings. An accessory building is a subordinate or incidental building, attached to or detached from the main building, that does not have separate kitchen facilities, is not used as a dwelling or living quarters, and is not used for commercial purposes or financial gain. Accessory buildings may have water and sanitary sewer service and may be climate controlled. Accessory buildings shall include but are not limited to the following: detached garages, carports, general apartment maintenance buildings, storage sheds and trash collection and storage facilities. Except for carports and the maintenance building, all accessory buildings shall be constructed of the same building materials as the primary buildings. Accessory buildings may not be permitted without a primary structure. In addition, accessory buildings shall comply with the following criteria:
 - a. Minimum front yard setbacks: 50 feet
 - b. Minimum rear and side yard setbacks: 10 feet
 - c. Minimum building separation: 10 feet

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

II. Tract 2 - Commercial (Approximately 5.11 Acres)

- A. General Description:** The commercial tract is depicted as Tract 2 on the Concept Plan and further described by metes and bounds in Exhibit "A". The commercial tract will provide the ability to encourage and to accommodate the development of office, retail, and personal services along SH 114.
- B. Permitted uses:** All uses permitted in the Commercial ("C") Zoning District shall be allowed in Tract 2, subject to compliance with all applicable conditions contained within the Unified Development Code of the Town of Northlake.
- C. Dimensional Requirements:** Development of the commercial tract shall be consistent with those requirements outlined for the Commercial (C) Zoning District

in Section 5.6 (Dimensional and Developmental Standards Summary) of Article 5 of the Unified Development Code of the Town of Northlake, unless otherwise shown on the Concept Plan.

D. Building Materials: The exterior building materials shall be a minimum of eighty percent (80%) masonry (stucco, stone, brick, fiber cement), exclusive of windows and doors. Alternative materials may be approved at the time of Site Plan approval. The development in its entirety shall be consistent with the design theme of its various parts. No metal roofs shall be permitted with the exception of standing seam metal roofs, which shall be approved in conjunction with the Site Plan.

E. Building Articulation: Building facades shall meet the following minimum standards for articulation:

1. **Horizontal Articulation:** No building front elevation shall extend for a distance equal to three (3) times the wall height without having an offset of 10% of the wall height, and that new plane shall extend for a distance equal to at least 25% of the maximum length of the first plane.
2. **Vertical Articulation:** No front elevation shall extend horizontally for a distance greater than three (3) times the height of the wall without changing vertically by a minimum of 10% of the walls height.

F. Required Parking: The minimum parking requirements shall be consistent with those requirements outlined in Article 10, Parking and Loading Standards of the Unified Development Code of the Town of Northlake except as otherwise provided herein. All parking spaces shall be a minimum of nine (9) feet by eighteen (18) feet in size. All parking areas shall be constructed of concrete paving and be curbed and graded to drain appropriately. No head in parking shall be permitted to overhang any landscaped areas. The parking lot shall be subject to the landscape regulations of the Unified Development Code of the Town of Northlake including, but not limited to, the provision of a landscaped strip along public-right-of-way and landscape islands.

G. Screening Requirements:

1. **Mechanical Equipment:** All mechanical equipment such as gas meters, electrical panels, HVAC equipment and similar devices shall be screened from parking and off-site view.
2. **Trash Collection, Storage Facilities, and Loading Docks** shall be screened from view of parking areas located in front of buildings. Unless approved by the Town of Northlake Town Council or its designee, all trash collection, storage facilities and loading docks should be located in the rear of the property whenever possible. All such facilities shall be enclosed or screened on a minimum of three

sides by the use of masonry walls or plant materials approved by the Town of Northlake at the time of final Site Plan approval.

3. **Screening Fences and/or Walls:** If it is determined during final Site Plan approval that screening fences and/or walls are necessary for the phase of development under consideration, such fences and/or walls shall be constructed by the commercial developer prior to the issuance of a Certificate of Occupancy for the phase of development under construction. For security purposes, such fences shall be concrete, stone, or masonry, and shall not exceed eight feet (8') in height. All screening fences and walls shall be architecturally compatible with the colors and materials of the accompanying building. All screening fences and/or walls shall be constructed in accordance with the requirements of the Unified Development Code of the Town of Northlake.

- H. **Landscaping.** Landscaping shall be provided in accordance with the requirements of the Unified Development Code of the Town of Northlake, including the provision of irrigation. The owner is responsible for maintenance of all required landscaping.

III. PLANNED DEVELOPMENT - GENERAL CONDITIONS

- A. **Sign Restrictions:** Sign Restrictions shall be consistent with those requirements outlined in Article 11 (Signs) of the Unified Development Code of the Town of Northlake.
- B. **Emergency Vehicle Accessibility:** A twenty-four (24) foot fire lane shall be provided in the commercial and multi-family portions of the property in accordance with the adopted Fire Code of the Town of Northlake. Adequate turnaround areas shall be provided if there are any dead ends in the Site Plan.
- C. **Open Space:** The minimum amount of open space required for Tract 1 & Tract 2 combined is 20% net of floodplain and adjacent right-of-way.
- D. **Connectivity:** A multi-purpose trail and/or sidewalk connection shall be made within the multi-family tract and shall provide pedestrian access and connectivity from the multi-family tract to the adjacent commercial tract of the development.

E. SITE LIGHTING STANDARDS

1. Outdoor Lighting Plan

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

Plans shall include the following:

- a. A layout of the proposed fixture locations.
- b. The light source.
- c. The luminous area for each proposed light source.
- d. The type and height of the light fixture or of the light source above grade.
- e. The type of illumination.

2. General

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

Lamp Type

Shielding

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

3. **Non-residential**

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

4. **Prohibited**

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

5. **Exemptions**

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

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



JEFFERSON NORTHLAKE

APARTMENT DEVELOPMENT



ABOUT JPI

- Headquartered in Dallas-Fort Worth, with over **30 years** of development, construction and investment management experience.
- A fully integrated team of professionals in specialized fields: **Development, Acquisitions, Construction, Asset Management, Finance/Accounting and Project Capitalization.**
- A development and acquisition history of over **330 projects** consisting of over **98,000 homes** located in **140 cities** covering **27 States** and Canada, valued at over **\$13.2 billion.**
- Currently **30 communities** under various phases of development, consisting of over **10,000 homes** located in **17 different cities** at a value of over **\$2.9 Billion.**
- In DFW, JPI has developed **51** apartment communities totaling **20,122 homes.**



COMPANY OVERVIEW

EXTERIORS



COMPANY OVERVIEW

AMENITIES



COMPANY OVERVIEW

AMENITIES



COMPANY OVERVIEW

AMENITIES



COMPANY OVERVIEW

AMENITIES



COMPANY OVERVIEW

AMENITIES



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COMPANY OVERVIEW

AMENITIES



COMPANY OVERVIEW

AMENITIES



AMENITIES



JPI DEMOGRAPHICS

JPI Properties	Average House Hold Income	Average Age
Jefferson Vantage	\$99,000	34
Jefferson Reserve	\$91,000	32
Jefferson Boardwalk	\$100,000	35
Jefferson Eastshore	\$126,000	37
Jefferson Alpha West	\$117,000	36
Jefferson 1900	\$83,000	33
Jefferson Silverlake	\$155,000	40
Jefferson Mockingbird	\$156,000	34
Jefferson Promenade	\$134,000	36
Total/Average	\$118,000	35

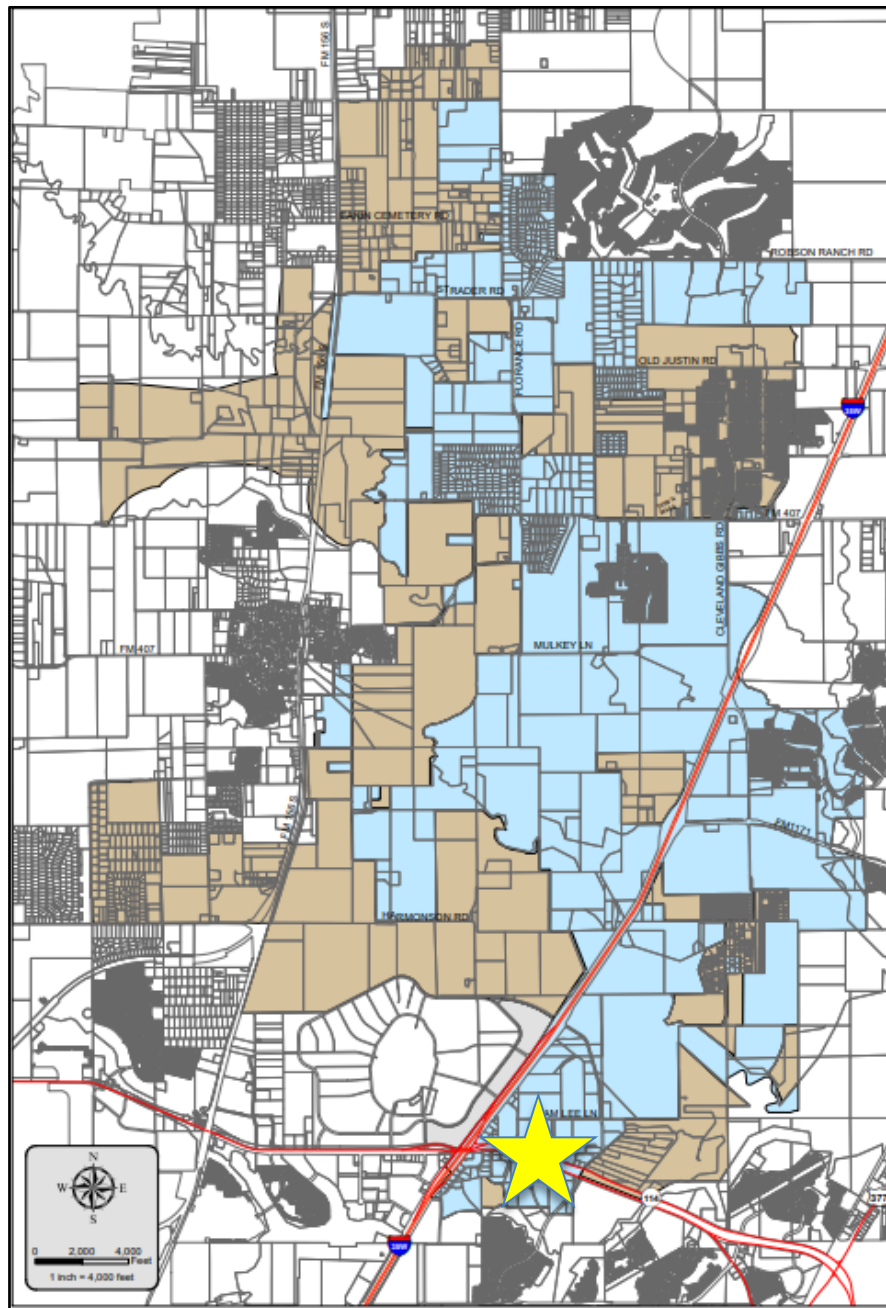
- The average house hold income among residents across JPI's most recent developments is **\$118,000**
- The average age of residents across JPI's most recent developments is **35 years old**.

JEFFERSON NORTHLAKE
SCHOOL IMPACT

JPI Properties	Units	# Children	% Children
Jefferson Vantage	420	32	7.6%
Jefferson Reserve	456	24	5.3%
Jefferson Boardwalk	424	17	4.0%
Jefferson Eastshore	286	7	2.4%
Jefferson Alpha West	409	10	2.4%
Jefferson 1900	416	14	3.4%
Jefferson Silverlake	371	16	4.3%
Jefferson Mockingbird	354	2	0.6%
Jefferson Promenade	387	4	1.0%
Total/Average	3,523	14	3.5%

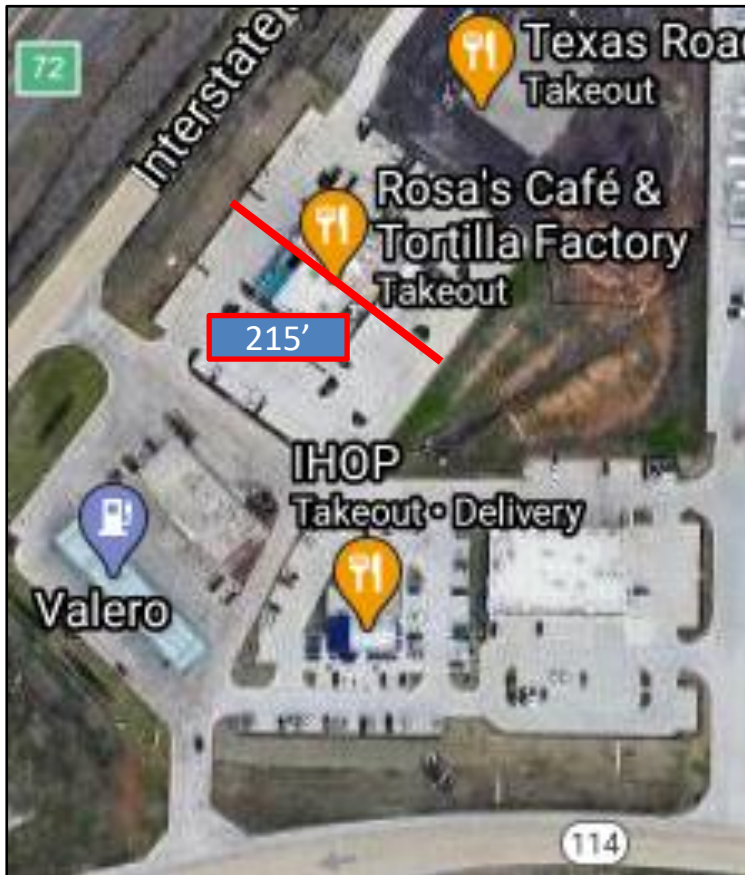
- The average percentage of children across JPI's most recent developments is **3.5%** of occupied units
- **Jefferson Northlake** will produce **13** school aged children (360 units * 3.5%)

JEFFERSON NORTHLAKE LOCATION





LAND USE



SITE PLAN



JEFFERSON NORTHLAKE
RENDERING



JEFFERSON NORTHLAKE
RENDERING



JHP

AREA PLAN



JEFFERSON NORTHLAKE
LOCAL SUPPORT

At Farmers Brothers, we see the proposed JPI multifamily project as our next-door neighbor in Northlake and a welcomed addition. We desperately need nearby housing options for our mid-level and upper level managers. I might even move in there myself!

Deverl Maserang, CEO, Farmers Brothers

This is an excellent design that is self-contained and is NOT a negative ingress/egress influence on the neighboring distribution warehouse uses. In fact, with the landscaped fences and borders, the warehouse users won't even know they are there, and this is an IDEAL compatible use. The project that JPI has developed is attractive and should bring down the POA expense for the warehouses as well. It's also a good amenity for the workforce in the area. I fully and enthusiastically support it.

Cannon Green, Executive Managing Director and Partner, STREAM
Developer of several million square feet of distribution warehouse space in the Northport area

The JPI multi-family plan manages traffic well and will be a much-needed addition for the retail and restaurant uses in the area. I'm most definitely in favor of it.

Britt Lane, President of Rosa's Café, located on IH-35W at Northport

It's time to move forward with the JPI plan and finally develop the remainder of the Northport property after 20+ years of delays. It's a well-conceived use that will benefit the entire Northport development. I fully support it.

Bobby Cox, Managing Partner of BDC Family Trust
Owner of I-35W Undeveloped land in Northport

JEFFERSON NORTHLAKE
LOCAL SUPPORT

The JPI multifamily proposal is the best development proposal to the City that we have ever seen in this area. I believe that it will attract an affluent tenant profile that will add to the desirability of this business district and contribute to current and future high-quality businesses in the area.

The Honorable David Rettig, Northlake Mayor

JPI does a really nice job and those extra households will surely help support our retail project. I'm very much in favor of it.

Cary Albert, Owner
Albert Enterprises, Developer of the Retail Strip Center at Northport

We are excited about the proposed JPI project and believe that it would most definitely be a complementary use to our development.

Kevin Hilchey, President, Lodging Host Hotel Corporation
Developer of the Cambria Hotel and Northlake Conference Center Being Built at Northport

The pursuit to develop the Northport property has been exceptionally difficult due to the changing rules and commitments from the previous administrations. The current plan is innovative, is NOT disruptive to any of the distribution warehouse tenants in Northport, and represents an excellent use for the property. It also takes the property from an agriculture exemption to a contributing taxpayer. Mr. Vaughan is to be commended for his tenacity and creativity in finding an ideal development solution for the property.

Col. Alan Schroeder (USMC, Retired, White House Aircraft Commander for Marine One)
Former Managing Partner of the Original Developer of Northport

We've been dealing with development issues for 20 years on this property and the original Northport CCR's could not have envisioned the development pattern that we are currently experiencing in this area. There is truly no need for as much retail property as indicated in the original plan, especially when considering the changing "Amazon world" in which we now live and all of the significant regional retail outlets across IH-35W. Development at Northport will be best completed with the current plan which includes the JPI multi-family development, along with a reasonable amount of complementary neighborhood retail and restaurants. The JPI plan is not just good, it's excellent, and I believe the best plan that we can hope for as stakeholders in the Northport development. The JPI plan has my total approval.

Kathryn Holubec, Northport Partners Manager

TAXES

Jefferson Northlake Taxable Value Increase

Taxing Unit	2021 Tax Rate	Current Assessed Value	Current Annual Tax Revenue	Est. 2025 Stabilized Value	Est. 2025 Annual Tax Revenue	Annual Increase in Tax Revenue
Town of Northlake	0.295%	\$3,056	\$9	\$83,110,000	\$245,175	\$245,166
Northwest ISD	1.292%	\$3,056	\$39	\$83,110,000	\$1,073,780	\$1,073,741
Total	1.587%		\$48		\$1,318,955	\$1,318,907

- Jefferson Northlake is a \$77,300,000 project
- Generate \$1.32M in annual taxes to Town and Northwest ISD
- Today the site generates \$48 in annual taxes

NEIGHBORHOOD OUTREACH

- Neighboring Northport Property Association unanimously voted to allow multifamily on this property
- Worked with immediately adjacent neighbors and obtained support for the project



CONCLUSION

- Infill site
- Highest and best use to utilize the whole site
- \$77,300,000 project that will increase the annual tax payment to the city and ISD by \$1.32M



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

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

SUBJECT: MASTER THOROUGHFARE PLAN MAP AMENDMENT



GOALS/OBJECTIVES:

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

MASTER THOROUGHFARE PLAN MAP AMENDMENT INFORMATION:

- Master Thoroughfare Plan
 - o Element of the Comprehensive Plan
 - o A long-range plan that identifies the location and type of roadway facilities needed to meet projected long-term growth within the area
 - o Thoroughfare types and alignments to serve development per the Comprehensive Plan's future land use map
 - o Current 2016 Master Thoroughfare Plan Update approved March 10, 2016
 - o Amendments approved to update map:
 - November 10, 2016 to revise Cleveland-Gibbs Road bridge at IH 35W
 - May 11, 2017 to reflect Pecan Square alignments and Comp Plan update
 - July 22, 2021 to reflect Catherine Branch Industrial Area alignment
- Proposed Amendment
 - o Revise map to clean up alignments and thoroughfare types to better match what is currently constructed or planned
 - o Update alignment of Florance Road and Strader Road intersection from future S-curve to existing offset intersection (two T-intersections)

P&Z RECOMMENDATION:

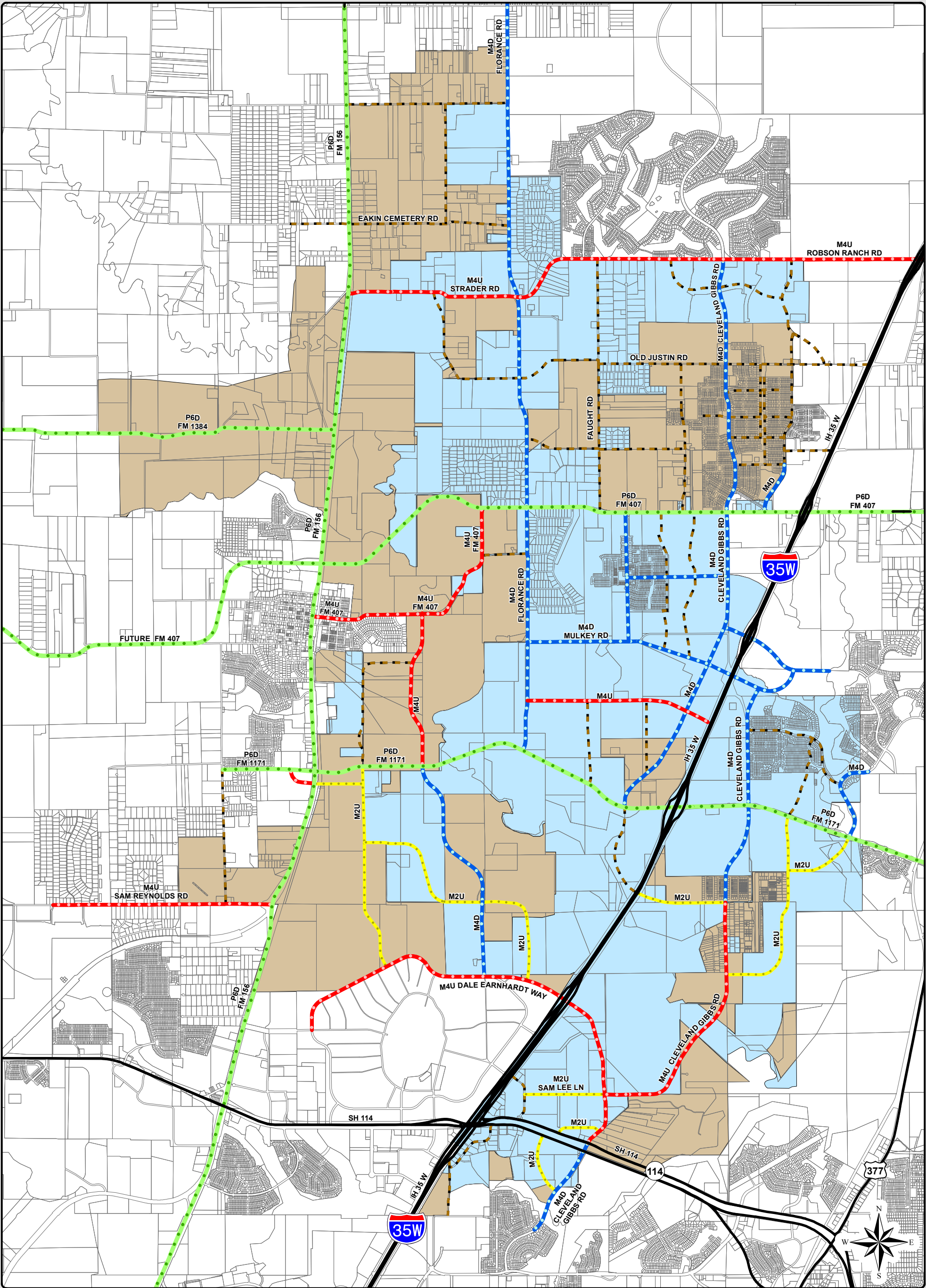
- Will consider MTP Map Amendment at their Special P&Z Commission meeting on October 26, 2021

COUNCIL ACTION:

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

ATTACHMENTS:

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



Map Features

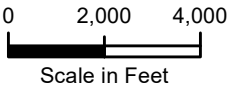
- Thoroughfare Type
- M2U
 - M4D
 - M4U
 - P6D
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction

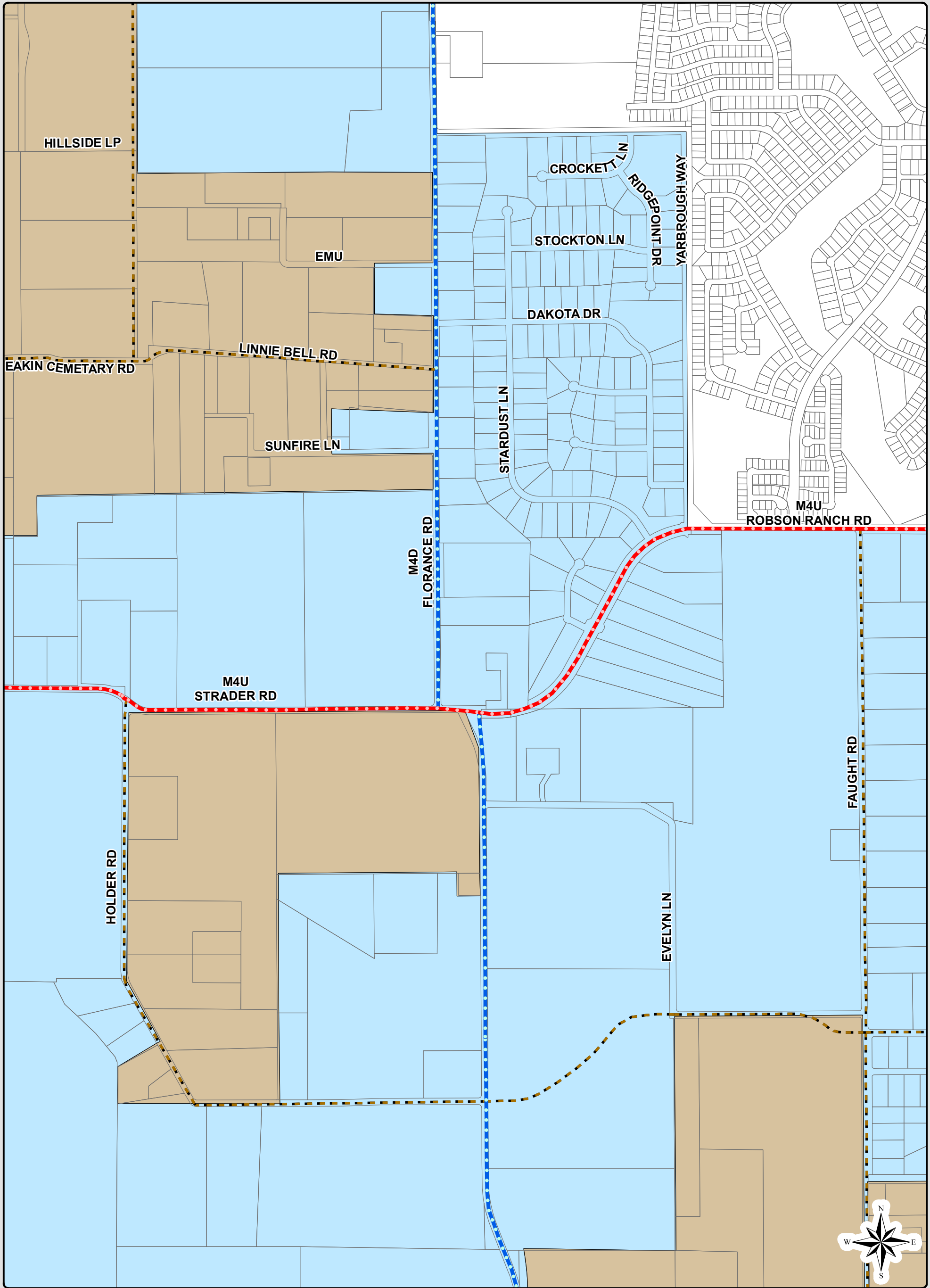


DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN

MTP Update Adopted by Ordinance 21-0722C on July 22, 2021

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





Map Features

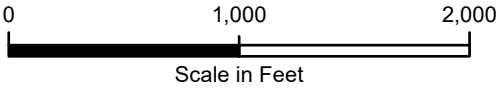
- Thoroughfare Type
- M4D
 - M4U
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction



DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN
PROPOSED REVISION

MTP Update Adopted by Ordinance 21-0722C on July 22, 2021

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





TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-1028B

AN ORDINANCE AMENDING ORDINANCE NO. 16-1110, THE 2016 MASTER THOROUGHFARE PLAN UPDATE, AS AMENDED, BY REPLACING THE MASTER THOROUGHFARE PLAN MAP; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Northlake, Texas, updated the Master Thoroughfare Plan, known generally as the 2016 Master Thoroughfare Plan Update, to reflect new thoroughfare alignments and to serve future land uses proposed in the 2009 Northlake Vision and Comprehensive Plan; and

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

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

WHEREAS, the Master Thoroughfare Plan map was further amended on July 22, 2021 to reflect thoroughfare alignments planned for an logistics warehouse development and to more efficiently serve the development planned in the Industrial Character Area identified on the amended future land use map of the Pathway to 2040 Northlake Comprehensive Plan Update; and

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

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on October 26, 2021, the Planning and Zoning Commission recommended _____ of the amendment to replace the map as provided herein; and

WHEREAS, the Town Council held a public hearing on October 28, 2021 after proper notification thereof with respect to the adoption of the proposed Master Thoroughfare Plan map amendment in accordance with the UDC and the Texas Local Government Code; and

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

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

SECTION 1. The Town Council hereby amends the Town's Master Thoroughfare Plan, as updated in 2016 and amended in 2017 and 2021, to replace the Town's Master Thoroughfare map with the map attached hereto as Exhibit "A," which is hereby incorporated by reference as if set forth fully at length herein.

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

SECTION 3. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this Ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this Ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby superseded.

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

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

PASSED AND APPROVED ON THIS THE 28TH DAY OF OCTOBER 2021

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF DOC.: NORTHLAKE 2016 MASTER THOROUGHFARE PLAN AND ZONING
CASE PD-21-003

SUBJECT: PROPOSED FRISBY DEVELOPMENT AGREEMENT INCLUDING
ZONING, RIGHT-OF-WAY AND OTHER CONSIDERATION



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- Kenneth and Cathy Frisby requested rezoning from RR to RE-PD for three two-acre tracts
- June 29, 2021, Planning and Zoning Commission unanimously approved Frisby rezoning request
- July 22, 2021, Town Council held public hearing but tabled rezoning case
- August 12, 2021, Town Council denied rezoning request but directed staff develop solution
- Outstanding Issues:
 - o Master Thoroughfare Plan (MTP) curve through Frisby property bisecting area to be rezoned
 - o Town project to repave Florance Road north of Strader Road ongoing
 - o State mandated update of MTP initiated and due in December
 - o If rezoning as submitted approved, Frisby required to grant right-of-way (ROW) per MTP
- Proposed Plan:
 - o Adopt MTP amendment with Florance and Strader intersection with an offset intersection or two T-intersections similar to current alignment
 - o Enter into development agreement with Frisby with following deal points:
 - Town will consider rezone of property from RR to RE-PD to create three two-acre lots
 - Frisby dedicates ROW to Town for ultimate four lanes of Florance and Strader
 - Frisby constructs sidewalk along south and west perimeter of entire property
 - o P&Z and Council consider rezoning application from RR to RE-PD with three two-acre tracts
 - o P&Z approved plat, ROW not needed as previously granted
 - o Update MTP per update process and P&Z recommendation in December

COUNCIL ACTION:

- Approve development agreement with Ken and Cathy Frisby

DEVELOPMENT AGREEMENT

This Agreement ("Agreement") between the Town of Northlake, Texas, a home-rule municipality ("Town"), and _____ ("Owner") (Owner and Town being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by both Parties (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 14 acres of land in the J. E. Anderson Survey, Abstract Number 22, Denton County, Texas (the "Property"); and

WHEREAS, Developer intends to develop the westernmost portion of the Property into three (3) lots of approximately two (2) acres in size for single family residential dwellings (the "Project"); and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan;

WHEREAS, the Town will consider approval of plats of all or a portion of the Property in accordance with Town regulations and this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II PURPOSES AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to: (a) memorialize dedication of right of way; (b) provide for infrastructure for the Property; and (c) include other lawful terms and consideration.

2.2 Term. The term of this Agreement shall commence on the Effective Date and run for ten (10) years or until all certificates of occupancy are issued by the Town, whichever is shorter (the "Term").

ARTICLE III DEVELOPMENT REGULATIONS

3.1 Governing Regulations. Development of the Property shall be governed solely by this Agreement, the approved Planned Development Ordinance, and the following regulations (collectively, the "Governing Regulations"):

(a) Subject to the limitations and modifications set forth in the Planned Development Ordinance adopted pursuant to Section 3.2 below, Development standards applicable to the Rural Estate (RE) zoning district set out in the Town's Unified Development Code

(the "UDC") in effect as of the date of a submittal for a permit application to the Town, except any amendments made after the Effective Date of this Agreement from which the Project is exempt under Chapter 245 of the Texas Local Government Code, (the "Development Standards");

(b) Building, plumbing, electrical, mechanical and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual");

(d) Preliminary and Final plats for the Property approved by the Town in accordance with applicable regulations (the "Preliminary Plat" and "Final Plat"; each, an "Approved Plat"); and

3.2 Zoning. Developer and the Town agree that the Property shall be developed in accordance with the Development Standards and the approved Planned Development Ordinance governing the Property. Developer has applied to the Town to zone the Property to PD-RE Planned Development, Rural Estate, for single family homes. The Property shall be zoned and platted in accordance with the Unified Development Code of the Town and this Agreement before any Building Permit will be issued.

3.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation, the following: (i) a setback reduction of ten percent (10%) or less; or (ii) an increase in lot coverage of ten percent (10%) or less.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

3.4 Regulations Regarding Building Products, Materials, or Methods. The parties hereto find that the area described herein constitutes an area of architectural important and significance and the Town Council of the Town of Northlake, Texas, hereby designates it as an area of architectural import and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Owner voluntarily consents to the application of all Town rules, provisions, ordinances, orders, building codes, and other Governing Regulations existing as of the Effective Date hereof, (the "Regulations") that govern the use or installation a building product or material in the construction, renovation, maintenance, or other alteration of a residential building on the property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the

construction, renovation, maintenance, or other alteration of the building, that are not in conflict with the Governing Regulations. In addition, Owner voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that: (a) the Town will not issue any permits for the Property in violation of this Section; (b) the covenants contained within this Section constitute a material term of this Agreement; (c) Owner's voluntary consent to the application of the Regulations to the Property, as described in this Section, constitutes a material inducement for the Town; (d) the covenants contained herein shall run with the land and shall bind the Developer and all successors and assigns including end buyers; and (e) this Section shall survive termination or expiration of this Agreement.

ARTICLE IV DEVELOPMENT PROCESS

4.1 Plats Required. The final subdivision of the Property shall require approval of preliminary and final plats by the Town in accordance with the Governing Regulations and this Agreement.

4.2 Construction of Water Facilities and Sewer Facilities.

(a) Developer shall be responsible for constructing and extending water facilities to the boundary of the Property and within the Property to serve the Project (collectively, the "Water Utility Facilities"). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of constructing or extending such Water Utility Facilities.

(b) Developer shall be responsible for constructing on-site sanitary sewer facilities on and within the Property to serve the Project (collectively, the "Sewer Utility Facilities"). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of constructing such Sewer Utility Facilities

4.3 Dedication of Required Right-of-Way. Developer shall dedicate approximately 1.14 acres for right-of-way along Florance Road and Strader Road as shown on and in accordance with **Exhibit A** to the Town for public dedication.

4.4 Construction of Sidewalk. Developer shall construct a sidewalk generally as depicted on **Exhibit B** along Florance Road and Strader Road for the Project and the portion of the Property not included in the Project.

4.5 Building Permits.

(a) Developer shall not construct, or allow to be constructed, on the portion of the Property owned by such Developer a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and

specifications for the Structure are in compliance with the Building Codes and Development Standards, as the same may be modified by this Agreement (a "Building Permit").

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards, as the same may be modified by this Agreement. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Developer in writing of all deficiencies within forty-five (45) days after receipt of the plans and specifications. At the Town's option, Building Permits may be issued by a Town employee or a third-party contractor retained by the Town.

4.6 Impact Fees. The Town shall assess water and roadway impact fees against the Property and Owner shall be entitled to credits in accordance with Chapter 395, Texas Local Government Code ("Chapter 395"), and Article 9.03 of the Town's Code of Ordinances ("Article 9.03"). The Town currently does not assess or collect wastewater impact fees under Article 9.03 and Chapter 395, or any other form of capital recovery fee for wastewater infrastructure in connection with development of the Property.

ARTICLE V RETAIL UTILITY SERVICE

5.1 Retail Water Service. Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Developer shall construct on-site water infrastructure to serve the Property in accordance with construction plans approved by the Town.

ARTICLE VI EVENTS OF DEFAULT; REMEDIES

6.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

6.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or

(b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Party A" based on the grounds that Party A is in default with respect to any other tract or based on the grounds that any other party is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or parties; or

(c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or

(d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or

(e) limit the Term.

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

ARTICLE VII ASSIGNMENT AND ENCUMBRANCE

7.1 Assignment by Owner. Owner shall not assign this Agreement or any part hereof or any interest herein without the express written consent of the Town, which consent shall not be unreasonably withheld. Any Assignee shall be considered "Owner", a "Party" and "Developer" under this Agreement for purposes of the obligations, rights, titles and interests assigned to such Assignee. Each assignment shall be in writing executed by Owner or Developer, as applicable, and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, titles or interests being assigned. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans as of the Effective Date.

ARTICLE VIII RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

8.1 Binding Obligations. This Agreement and all amendments hereto shall be recorded in the deed records of Denton County, Texas. In addition, all assignments of this Agreement shall be recorded in the deed records of Denton County, Texas and a copy of the recorded assignment

shall be delivered to the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties and all successor Owners of all or any part of the Property.

8.2 Releases. From time to time upon written request of Developer, the Town, through the Mayor, Administrator or a designee of their choice, shall execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Governing Regulations.

ARTICLE IX ADDITIONAL PROVISIONS

9.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

9.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by facsimile; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this Section shall be addressed as follows:

To the Town: Town of Northlake
 Attn: Drew Corn, Town Manager
 1500 Commons Circle, Ste. 300
 Northlake, Texas 76226

To Owner: _____

9.3 Rough Proportionality. Owner agrees that all dedications, construction costs and other payments made by Owner pursuant to this Agreement are roughly proportional to the need for such dedications or costs of construction created by the development of the Project and Developer hereby waives any claim with respect thereto that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met and that any costs incurred relative to the dedication, construction costs and other payments required herein are related both in nature and extent to the impact of Developer's

development of the Project. Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the requirements herein and the projected impact of Developer's development of the Property.

9.4 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212. 171, et. seq., of the Texas Local Government Code.

9.5 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Town, Owner and the owner of the portion of the Property affected by the amendment. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

9.6 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

9.7 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

9.8 No Third-Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. Scannell and Developer shall be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

9.9 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement and time shall be of the essence in such performance; provided, however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this Section, unless otherwise separately agreed by the affected Party.

9.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

9.11 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

9.12 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Right of Way Dedication
Exhibit B	Sidewalk Construction Depiction

TOWN:

By: _____
Drew Corn, Town Manager

ATTEST:

By: _____
Mary Kayser, Town Secretary

STATE OF TEXAS	§
	§
COUNTY OF DENTON	§

This instrument was acknowledged before me on the ____ day of _____, 2021, by Drew Corn, Town Manager of the Town of Northlake, on behalf of said town.

Notary Public, State of Texas

DRAFT

OWNER:

____ Frisby

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2021, by
____ Frisby.

Notary Public, State of Texas

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 20, 2021

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

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



GOALS/OBJECTIVES:

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

ZONING CHANGE REQUEST INFORMATION:

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

Applicant/Owner: Kenneth Frisby

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

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

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

Summary: The proposed RE-PD calls for the development of 3 lots with a minimum of 2 acres each to front Florance Road, similar to the lots fronting Florance Road in the Stardust Ranch development to the north. The remainder of the property would remain as a single lot with approximately 6.6 acres. A concept plan for the development is provided along with detailed development standards which are modeled after the standards within the Stardust Ranch RE-PD. The average density across the planned development is one home per 3.57 acres. The owners are willing to dedicate the ultimate ROW for both Florance and Strader Roads. A companion amendment to the Master Throughfare Plan (MTP) is being processed with this request.

Public Hearing: A public hearing is required prior to acting on the zoning change request. Public hearing notices were mailed to Northlake property owners within 200 feet of the subject property as required. Notice was also published in the Denton Record Chronicle and on the Town's website. As of October 21, 2021, no written comments for or against the request have been received.

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

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

P&Z RECOMMENDATION:

- The Planning and Zoning Commission will meet on October 26, 2021, to hear and make a recommendation on this item.

COUNCIL ACTIONS:

- Hold public hearing
- Approve, approve with conditions, deny, or continue the PD zoning change request

ATTACHMENTS:

- Ordinance for consideration to approve the PD zoning change

AERIAL VIEWS OF SITE:

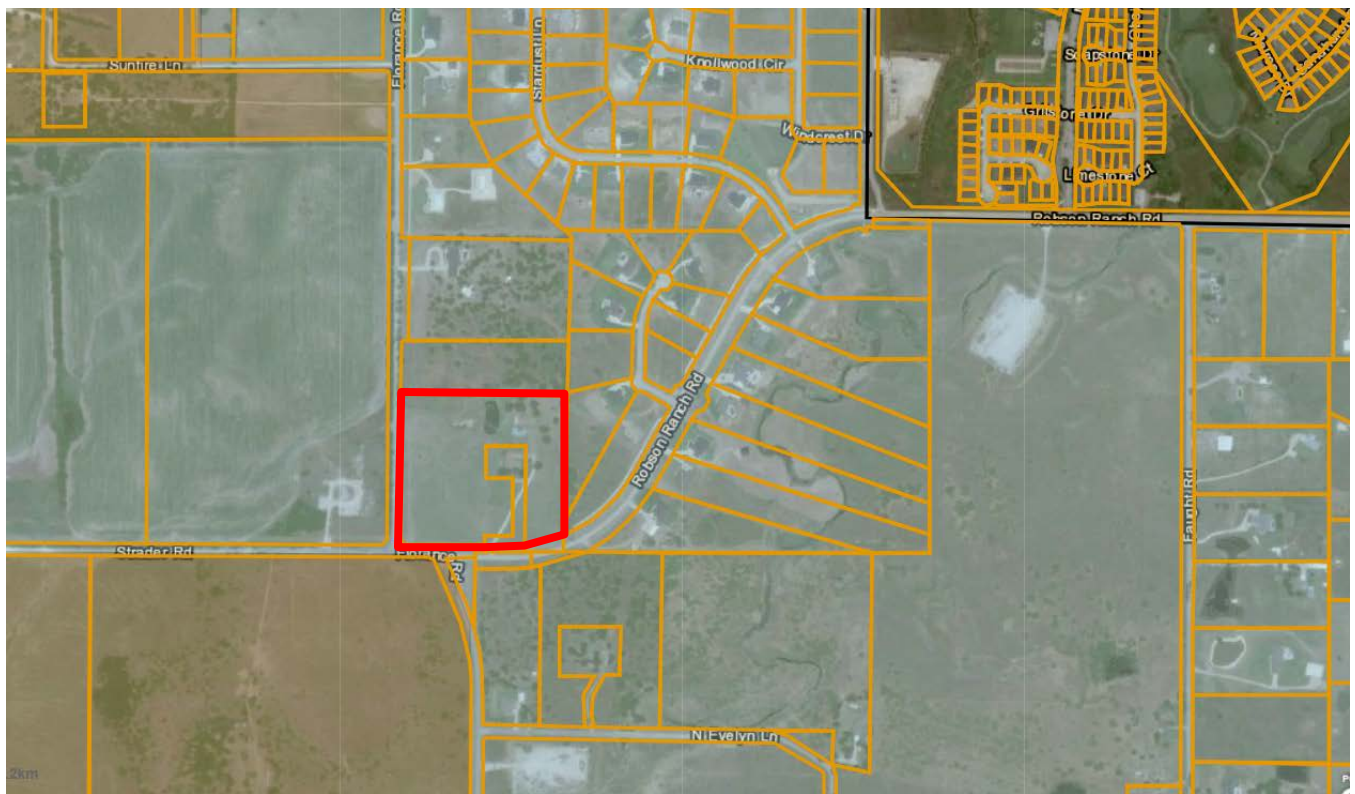


EXHIBIT "A"
FIELD NOTE DESCRIPTION

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

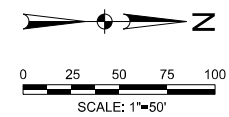
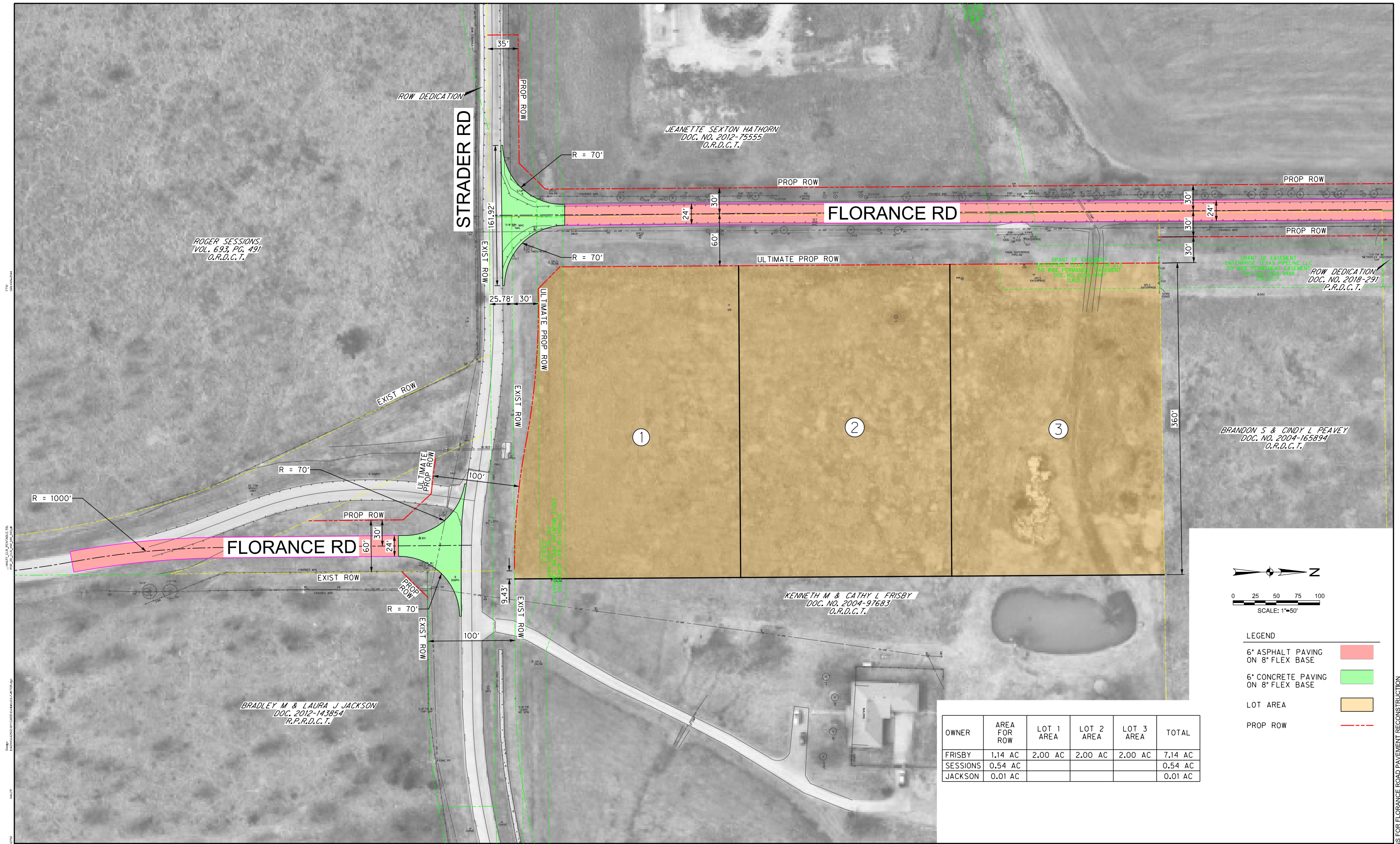
BEGINNING at a wood fence post found for the southeast corner of said Thompson-Huang tract;

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

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

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

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



LEGEND	
6" ASPHALT PAVING ON 8" FLEX BASE	
6" CONCRETE PAVING ON 8" FLEX BASE	
LOT AREA	
PROP ROW	

OWNER	AREA FOR ROW	LOT 1 AREA	LOT 2 AREA	LOT 3 AREA	TOTAL
FRISBY	1.14 AC	2.00 AC	2.00 AC	2.00 AC	7.14 AC
SESSIONS	0.54 AC				0.54 AC
JACKSON	0.01 AC				0.01 AC

NO.	REVISION	BY	DATE	HALFF DESIGNED	HALFF DRAWN	HALFF CHECKED



HALFF
TBP&S ENGINEERING FIRM #312
4000 FOSSIL CREEK BLVD
FORT WORTH, TEXAS 76137-2797
TEL (817) 847-1422



"T" INTERSECTION
FLORANCE ROAD PAVEMENT RECONSTRUCTION
FROM STRADER ROAD
TO YARBROUGH WAY

SHEET
Pg_Num

CONSTRUCTION PLANS FOR FLORANCE ROAD PAVEMENT RECONSTRUCTION

EXHIBIT C

PLANNED DEVELOPMENT STANDARDS FRISBY TRACT

COMMUNITY FRAMEWORK

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

GENERAL STANDARDS

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

COMMUNITY DESIGN STANDARDS

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

DEVELOPMENT STANDARDS

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

Dimensional Requirements

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

Minimum Lot Size and Dimensions

1. Area: 2 acres.

Minimum Yard Setbacks

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

Miscellaneous Lot Development Requirements

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

Permitted Uses

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

Accessory Uses and Structures

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

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

Exterior Construction and Design Standards

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

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

Landscaping and Tree Protection

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

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

Screening and Fencing

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

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

Parking and Loading

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

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



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

ORDINANCE NO. 21-0722E

AN ORDINANCE AMENDING ORDINANCE NO. 13-0124A BEING THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY CHANGING THE ZONING CLASSIFICATION OF A 14.2855 ACRE TRACT OF LAND SITUATED IN THE J.E. ANDERSON SURVEY, ABSTRACT NO. 22, IN THE TOWN OF NORTHLAKE FROM “RR” RURAL RESIDENTIAL/“CRO” CONSERVATION RESIDENTIAL OVERLAY TO “RE-PD” RURAL ESTATES PLANNED DEVELOPMENT AND REVISING THE OFFICIAL ZONING MAP IN ACCORDANCE THEREWITH; PROVIDING FOR THE ADOPTION OF DEVELOPMENT STANDARDS; PROVIDING FOR THE ADOPTION OF A CONCEPT PLAN; PROVIDING A SAVINGS CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

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

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

WHEREAS, the Town of Northlake heretofore adopted Ordinance No. 16-1208E on December 12, 2016, The Pathway to 2040 Northlake Comprehensive Plan Update, and the requested rezoning complies with recommendations of the plan; and

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

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on June 29, 2021, the Planning and Zoning Commission recommended approval of the zoning change to the Town Council; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on July 22, 2021 but they tabled the action on the Planning and Zoning Commission recommendation until August 12, 2021;; and

WHEREAS, Town Council of the Town of Northlake at their August 12, 2021, meeting considered the property owner rezoning request as recommended by the Planning and Zoning Commission and denied the request; and

WHEREAS, the Town of Northlake has received a new request from the owners of the Property, which was substantially different from the original request, to rezone the Property to establish a "RE-PD" Rural Estates Planned Development District; and

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

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on October 26, 2021, the Planning and Zoning Commission recommended _____ of the zoning change as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on October 28, 2021 with respect to the zoning change described herein; and

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

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

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

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

SECTION 3. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, and this ordinance shall not operate to repeal or affect the Code of Ordinances of the Town of Northlake or any other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such Code of Ordinances or any other ordinances are hereby repealed.

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

SECTION 5. Any person, firm, association of persons, corporation or other organization violating the provisions of this ordinance shall be deemed to be guilty of a misdemeanor and, upon conviction, shall be fined an amount not to exceed \$2,000.00. Each day that a violation continues shall be deemed a separate offense.

SECTION 6. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED ON THIS THE 28th DAY OF OCTOBER, 2021

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

Agenda Item 5M

Information

forthcoming

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 28, 2021

REF. DOC.:

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



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: OCTOBER 28, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: OCTOBER 28, 2021

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: OCTOBER 28, 2021

ITEM: ADJOURNMENT

