

1. February 10, 2022 - Agenda

Documents:

[AGENDA - FEBRUARY 10, 2022.PDF](#)

1.I. February 10, 2022 - Agenda Packet

Documents:

[AGENDA PACKET - FEBRUARY 10, 2022.PDF](#)

1.II. February 10, 2022 - MEETING SLIDE DECK

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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
FEBRUARY 10, 2022, AT 5:30 P.M.
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 February 10, 2022, at 5:30 p.m., 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. Briefing - Update on Denton County and Texas Department of Transportation Projects
- B. Briefing - Northlake Capital Projects Update
- C. Briefing - Fiscal Year 2022 Quarterly Financial Update

3. PUBLIC INPUT

This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.

4. CONSENT ITEMS

Any Council member may request an item on the Consent Agenda to be taken up for individual consideration

- D. Consider approval of the Town Council Meeting Minutes for January 27, 2022
- E. Consider Resolution 22-06, authorizing and ordering a municipal election to be held in the Town of Northlake on May 7, 2022, and if required, a Runoff Election on June 18, 2022, for the purpose of electing Council Members to Places 1, 2, and 3; prescribing the time and designating the locations, and manner of conducting the election to be in accordance with the Joint Election Agreement and Contract for Election Services with Denton County and the Denton County Elections Administrator; authorizing the Town Manager to execute the agreement and contract; and providing an effective date

- F. Consider Resolution 22-07, authorizing continued participation with the Steering Committee of Cities served by Oncor; and authorizing the payment of ten cents per capita to the Steering Committee to fund regulatory and legal proceedings and activities related to Oncor Electric Delivery Company, LLC

5. ACTION ITEMS

- G. Consider Resolution 22-08, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc., for professional engineering services and conceptual design and discharge permitting for expansion of the Catherine Branch Wastewater Treatment Plant, in an amount not to exceed \$80,000
- H. Consider Resolution 22-09, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc., for professional engineering services and Utility Impact Fee Update, in an amount not to exceed \$200,000 (Impact Fee Funds)

6. EXECUTIVE SESSION

The Town Council will convene in an 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 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.
 - ii. Development of the Chadwick Farms Tracts on approximately 41.0-acre, 15.8-acre, and 15.6-acre tracts of land generally located south of SH 114, east of Chadwick Pkwy., and west of Cleveland-Gibbs Road.
 - iii. Development and annexation of the Aspire Development Tract (Stateson Property) on approximately 3.1-acre tract of land generally located north of Old Justin Road. at Harvest Way in the extraterritorial jurisdiction of the Town.
 - iv. Development and annexation of the CKD Holdings Tracts on approximately 24.8-acre, 11.9-acre, and 1.8-acre tracts of land generally located north of Oliver Creek and west of FM 156 in the extraterritorial jurisdiction of the Town.
 - v. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367.

- vi. Potential amendment to January 2021 development agreement with Sandstrom Development Tx, LTD (Hawthorne Estates) on approximately 34.0 acres of land generally located at the 800 block of Faught Rd.
- vii. Expansion of Denton County Emergency Services District No. 1.

b. Section 551.087 - Economic Development Negotiations

- i. 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.
- ii. 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

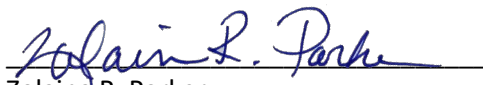
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CERTIFICATION

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on February 4, 2022, by 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.




Zolaina R. Parker
Town Secretary

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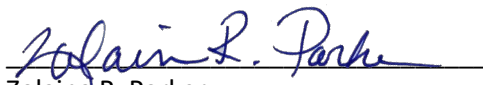
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: FEBRUARY 10, 2022

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: FEBRUARY 10, 2022

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC.: DENTON COUNTY AND TXDOT ROAD PROJECTS

SUBJECT: POTENTIAL DENTON COUNTY BOND PROGRAM PROJECTS, AND
UPDATES ON TXDOT ROAD PROJECTS



GOALS/OBJECTIVES:

- Invest in Infrastructure; Commit and plan for road bond program with Denton County
- Invest in Infrastructure; Dedicate external resources to improve TXDOT coordination

BACKGROUND INFORMATION:

- John Polster with Innovative Transportation Solutions briefing on County and State projects
- Current Denton County Bond Program Projects
 - Cleveland-Gibbs Road (FM 1171 to Whyte)
- Potential Denton County Bond Program Projects
 - Evelyn Road (Curve to Faught)
 - Whyte Road (I-35W Frontage Road to Cleveland-Gibbs)
 - Faught Road (Old Justin to FM 407)
 - McPherson Road (FM 156 to Dale Earnhardt Way, excepting developer-built sections)
 - Cleveland-Gibbs Road (Whyte Road to Old Cleveland-Gibbs)
 - Cleveland-Gibbs Bridge (at Denton Creek)
 - Strader Road (FM 156 to Florance)
 - FM 1171 Bridge (at I-35W)
 - FM 1171 Northbound Frontage Road (FM 1171 to Whyte)
- Current TXDOT Roadway Projects
 - FM 156 Breakout (City of Justin to SH 114)
 - FM 407 (West of City of Justin to FM 1830)
 - FM 407 Breakout (Cleveland-Gibbs to Gateway)
 - FM 1171 (FM 156 to I-35W)
 - I-35W Frontage Road (I-35E to Dale Earnhardt Way)
 - I-35W Frontage Road Breakout (I-35E to FM 407)
 - I-35W Main and Managed Lanes (I-35E to Eagle Parkway)
 - US 377 (I-35E to SH 170)
 - US 377 Breakouts (Roanoke, Argyle, Swamp Section)
 - SH 114 (I-35W to US 377)
 - SH 114 Breakout (Bridge at US 377)

COUNCIL DIRECTION:

- Provide direction and input regarding Denton County and TXDOT projects

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC.: FY 2022 BUDGET – CAPITAL PROJECTS

SUBJECT: TOWN CAPITAL AND PUBLIC PRIVATE PARTNERSHIP PROJECTS



GOALS/OBJECTIVES:

- Invest in Infrastructure; Provide adequate/functional roadway system, including associated water, sewer, and drainage facilities
- Invest in Infrastructure; Continue to leverage infrastructure upsizing opportunities

BACKGROUND INFORMATION:

- Update from staff on various Town capital projects and public private partnerships
- Town Roadway Projects:
 - Completed:
 - Old Justin Road (Faught to 1800' east)
 - Road Failures (Dale Earnhardt Way and Canyon Falls Uplands)
 - Ongoing:
 - Faught Road (Robson Ranch to Old Justin)
 - Florance Road (Yarbrough to Strader)
 - Future:
 - Denton County Bond Program Projects (separate briefing)
- Town Utility Projects:
 - Completed:
 - North Elevated Storage Tank (1.25 MG) and Pressure Reducing Valve
 - South Elevated Storage Tank (0.75 MG)
 - North Pump Station Additional Pump and SCADA Upgrade
 - Fire Protection Lines (Schober and Bingham)
 - Ongoing:
 - South Ground Storage Tank (1.0 MG)
 - South Pump Station and Transmission Lines
 - Catherine Branch Wastewater Treatment Plan (0.5 MGD)
 - North Ground Storage Tank (0.6 MG)
 - Catherine Branch Wastewater Collection Line Phase 2
 - Denton Creek Wastewater Main Trunk Line Route Study
 - Future
 - North Water Line (along Blair from FM 156 & Florance to Yarbrough)
- Town Building Projects:
 - Ongoing:
 - Development Services Offices
 - Future:
 - Public Works Offices and Garage
 - Hotel Conference Center

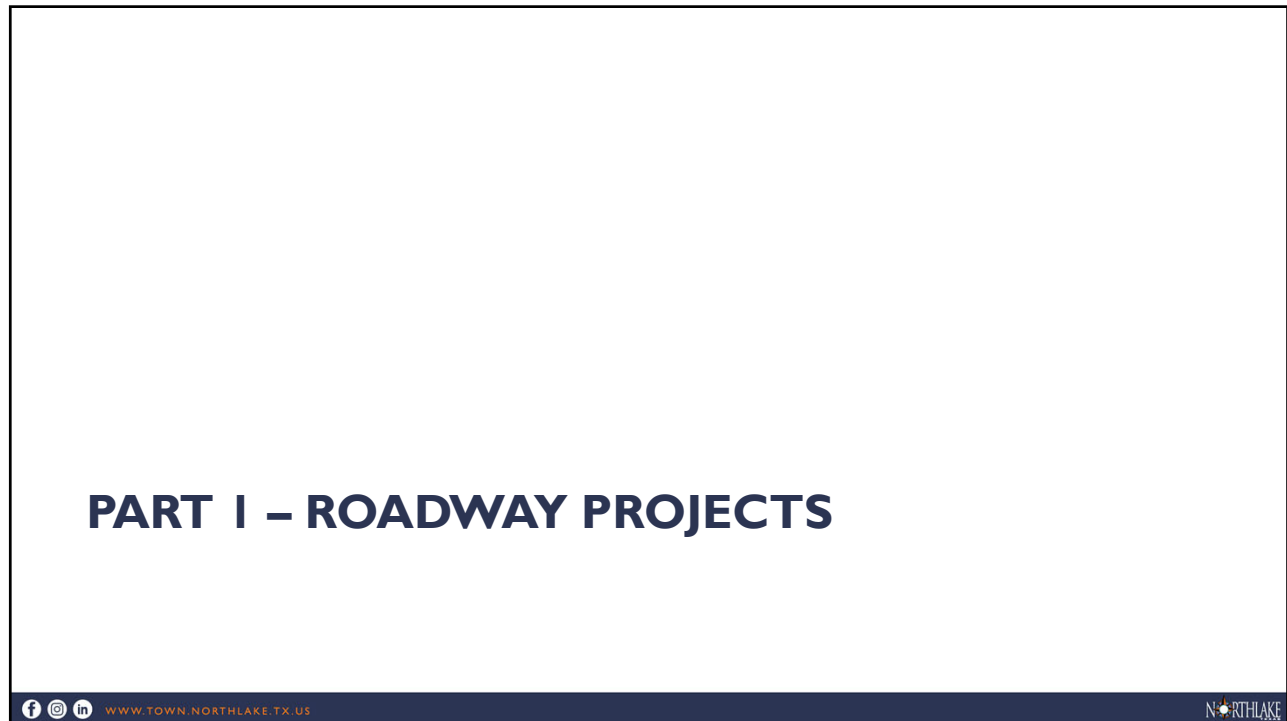
- Public Private Partnership Projects:
 - Northwest Crossing (FM 407 to future Florance, currently named Mulkey)
 - Florance Road (Northwest Crossing to Mulkey)
 - Mulkey Road (future Florance to east boundary of The Highlands)
 - Harmonson Road (future McPherson to Victory Circle)
 - McPherson Road (east boundary of DHL site to Dale Earnhardt Way)
 - Whyte Road (I-35W Frontage Road to Cleveland-Gibbs)
 - Catherine Branch Water and Wastewater Oversizing (35 Logistics and Logistics Crossing)

COUNCIL DIRECTION:

- Provide direction and input regarding the Capital Improvement Program



1

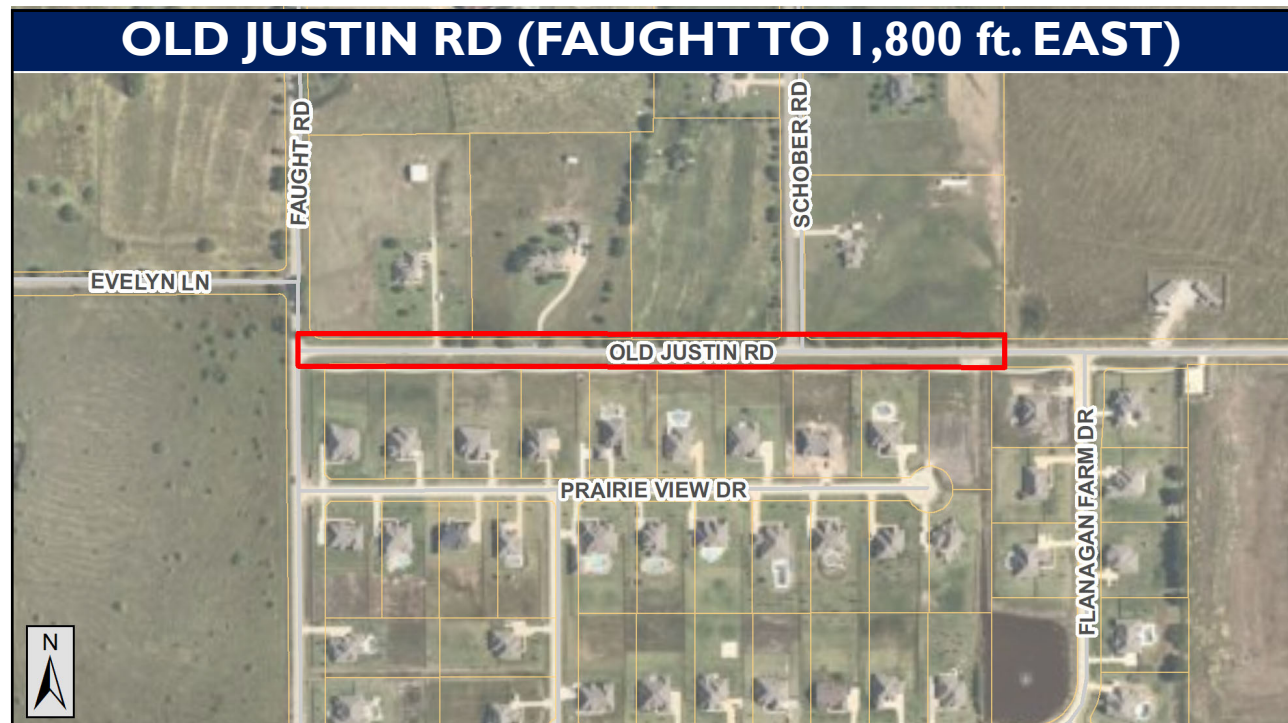


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COMPLETED ROADWAY PROJECTS

PROJECT NAME	PHASE	COMPLETION YEAR	LIFE OF ASSET
OLD JUSTIN RD (FAUGHT TO 1,800 FT. EAST)	Complete	2021	20 Years
ROAD FAILURES (CANYON FALLS AND DALE EARNHARDT WAY)	Complete	2022	20 Years

3



4

OLD JUSTIN RD (FAUGHT TO 1,800 ft. EAST)

Project Scope & Update

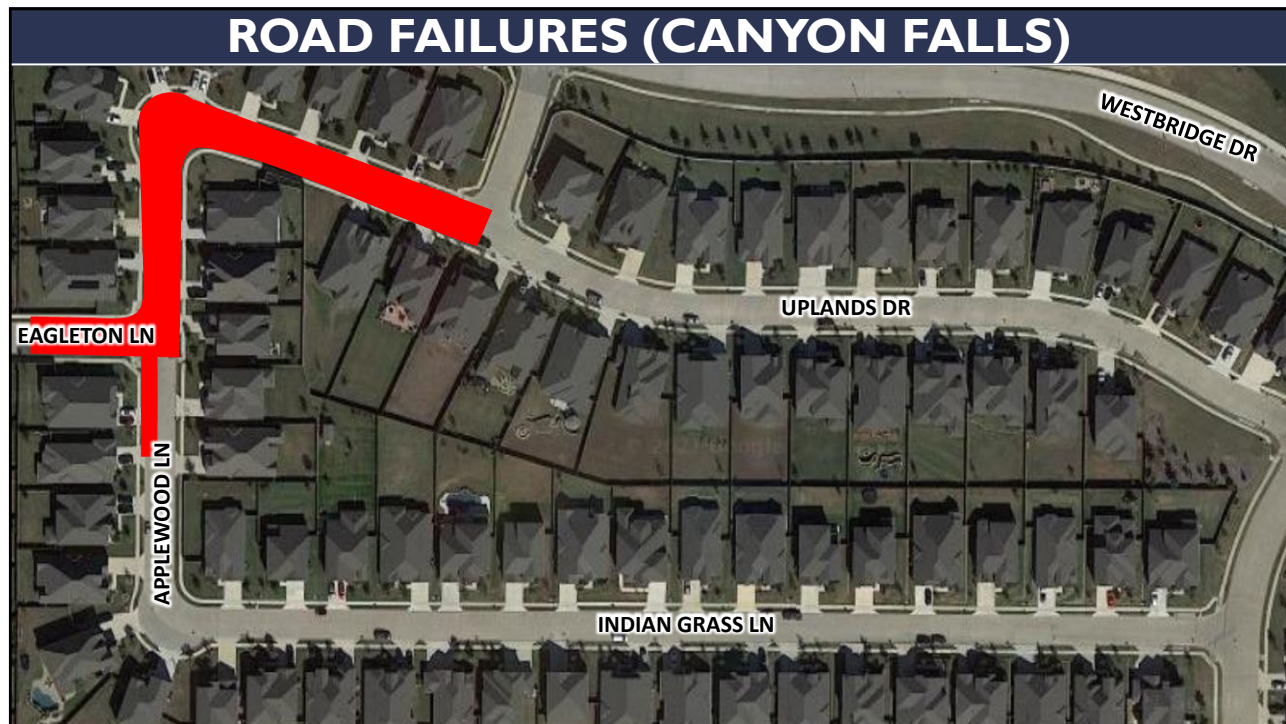
- Reconstruct Old Justin Road from Faught Road to 1,800 ft. east
- Improve mobility and mitigate flood risk
- Remove and replace existing culvert with a properly sized and aligned culvert

Status	Completion
Complete	Sep-2021

5



6



7

ROAD FAILURES (DALE EARNHARDT WAY AND CANYON FALLS-UPLANDS)

Project Scope & Update

- Roads within Canyon Falls and on DEW have failed from foundational problems; Town improving these assets to extend long term use; Pursing reimbursement through legal avenues
- Repairs will ensure streets remain safe and property values are maintained as the area rapidly develops and approaches buildout

Status	Completion
Complete	Feb-2022

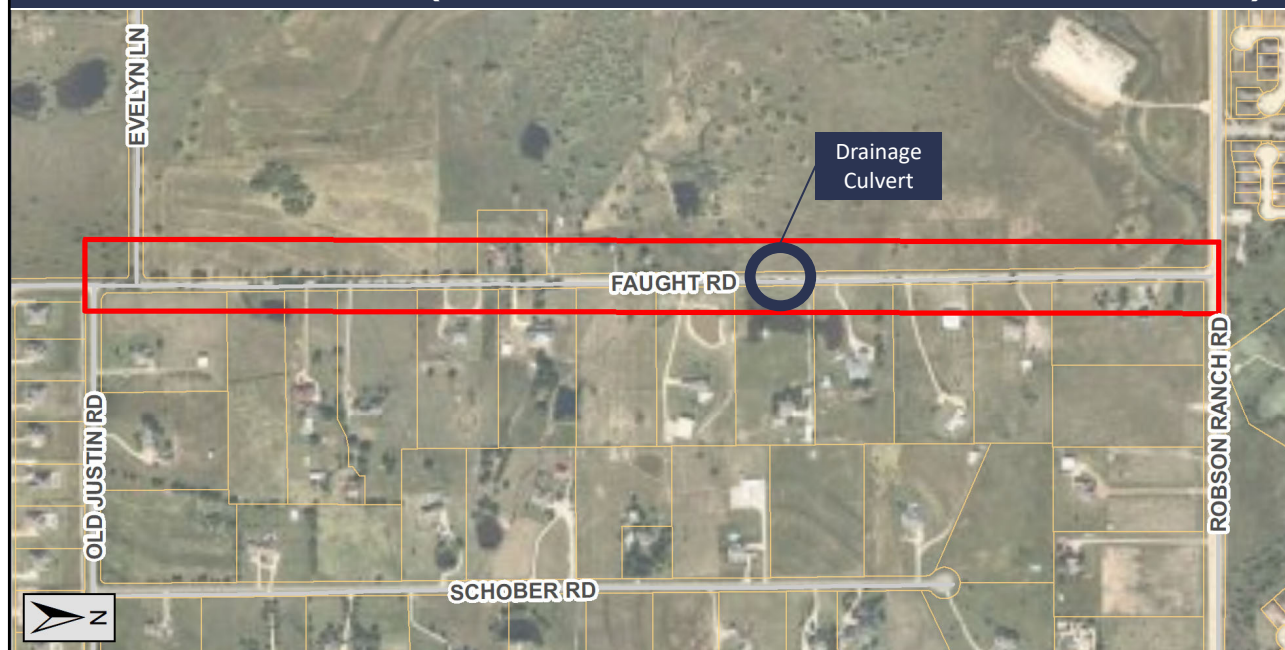
8

ONGOING & FUTURE ROADWAY PROJECTS

PROJECT NAME	PHASE	COMPLETION YEAR	LIFE OF ASSET
FAUGHT ROAD (OLD JUSTIN TO ROBSON RANCH)	ROW Acquisition	2022	20 Years
FLORANCE ROAD (STRADER TO YARBOUGH)	ROW Acquisition	2022	20 Years
Denton County Bond Program Projects	Future Projects		

9

FAUGHT ROAD (ROBSON RANCH TO OLD JUSTIN)



10

FAUGHT ROAD (OLD JUSTIN TO ROBSON RANCH)

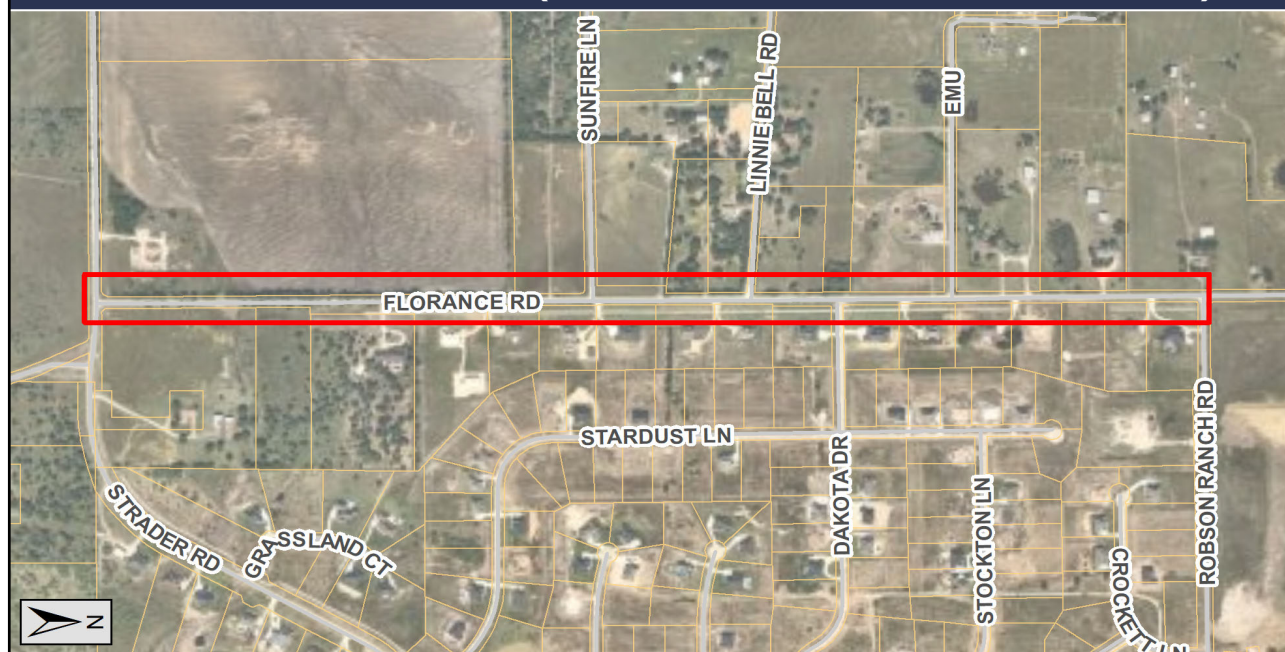
Project Scope & Update

- Asphalt and subgrade failures as a result of heavy truck usage make repairs necessary
- Repairs will address problems, strengthen road for heavy use, improve mobility, and mitigate flood risk
- Acquiring right-of-way; substantial drainage culvert will be needed

Status	Completion
ROW Acquisition	2022

11

FLORANCE ROAD (YARBROUGH TO STRADER)



12

FLORANCE ROAD (STRADER TO YARBROUGH)

Project Scope & Update

- Asphalt and subgrade failures as a result of heavy truck usage make repairs necessary
- Repairs will address problems and strengthen road for heavy use
- Acquiring right-of-way (ROW); project will require significant ROW on the west side of the road

Status	Completion
ROW Acquisition	2022



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13

PART 2 – UTILITY PROJECTS



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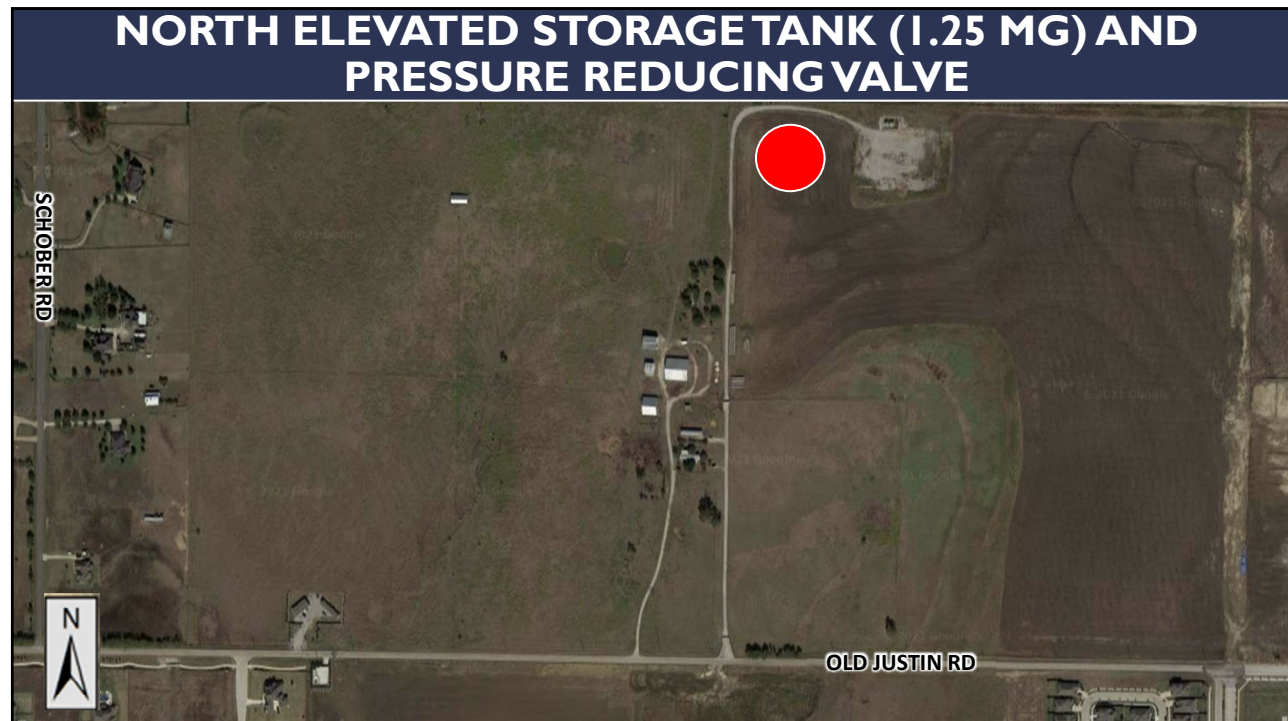


14

COMPLETED UTILITY PROJECTS

PROJECT NAME	PHASE	COMPLETION YEAR	LIFE OF ASSET
NORTH ELEVATED STORAGE TANK (1.25 MG) AND PRESSURE REDUCING VALVE	Complete	2021	30 Years
SOUTH ELEVATED STORAGE TANK (0.75 MG)	Complete	2021	30 Years
NORTH PUMP STATION ADDITIONAL PUMP AND SCADA UPGRADE	Complete	2021	30 Years
FIRE PROTECTION LINES (SCHOBER AND BINGHAM)	Complete	2021	30 Years

15



16

1.25 MG NORTH EST & LINE

Project Scope & Update

- 1.25-million-gallon elevated water storage tank in the North Pressure Plain
- Provide safe and reliable water by expanding water capacity, storage ability, and improve water distribution to resident's homes and commercial businesses
- Pressure reducing valve installed

Status	Completion
Complete	Aug-2021

17

SOUTH ELEVATED STORAGE TANK (0.75 MG)



18

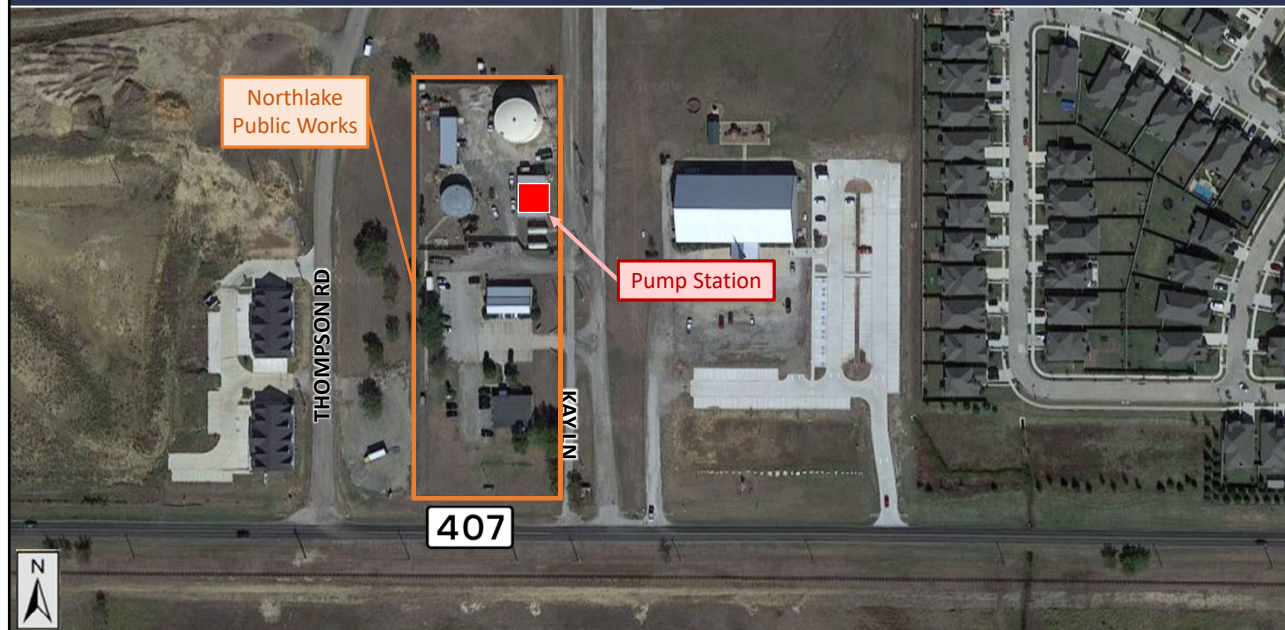
0.75 MG SOUTH ELEVATED STORAGE TANK

Project Scope & Update

- 0.75-million-gallon elevated water storage tank in the Southern Pressure Plain that includes the Town logo, SCADA design, and geotechnical surveying
- Expands water capacity and storage ability, as well as improving water distribution to resident's homes and to commercial businesses
- Not operational until South pump station and line installed

Status	Completion
Complete	Dec-2021

NORTH AREA PUMP STATION ADDITIONAL PUMP AND SCADA UPGRADE



NORTH AREA PUMP STATION & SCADA

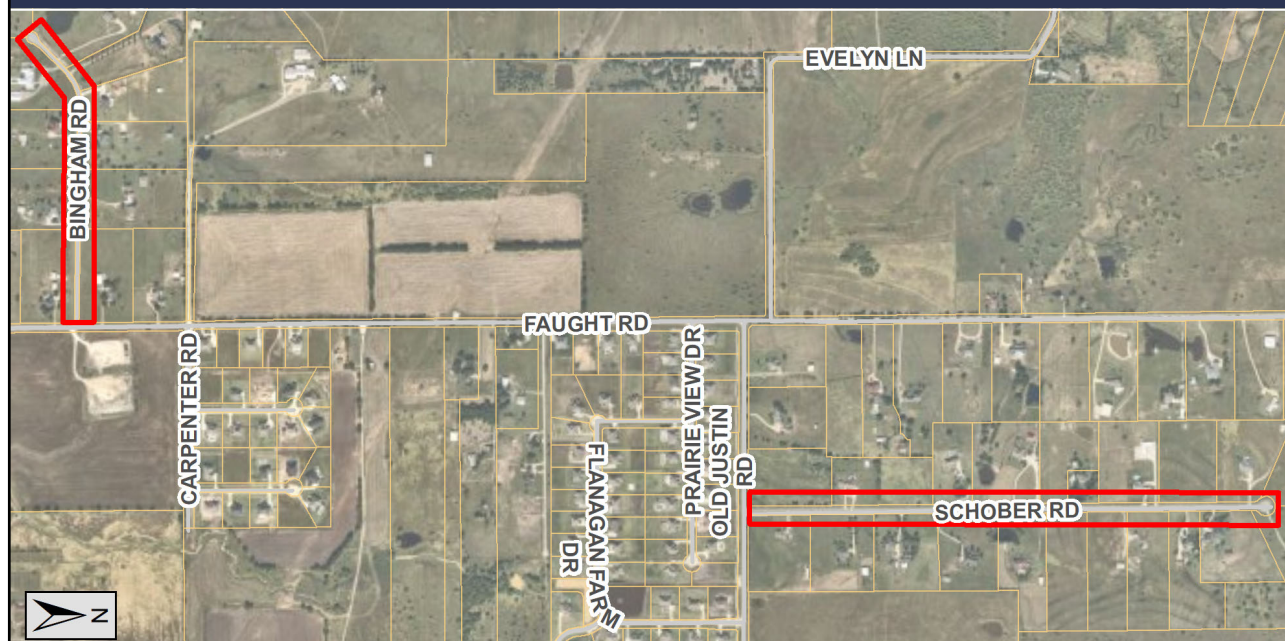
Project Scope & Update

- Will allow the Town to monitor and control system from a central location
- Will help to inform decision making by collecting field information and data from the Town's water storage tanks
- Pump and motor installed; project started April 2021

Status	Completion
Complete	Jul-2021

21

FIRE PROTECTION LINES (SCHOBERT & BINGHAM)



22

SCHOBER & BINGHAM FIRE PROTECTION LINES

Project Scope & Update

- Expand fire lines to provide access to fire safety personnel, mitigate risk, and lower insurance rates for residents
- Will help to reduce response times and prevent property damage

Status	Completion
Complete	Aug-2021

ONGOING & FUTURE UTILITY PROJECTS

PROJECT NAME	PHASE	COMPLETION YEAR	LIFE OF ASSET
SOUTH GROUND STORAGE TANK (1.0 MG)	Construction	2022	30 Years
SOUTH PUMP STATION AND TRANSMISSION LINES	Construction	2023	30 Years
CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MG)	Construction	2022	30 Years
NORTH GROUND STORAGE TANK (0.6 MG)	Design	2022	30 Years
CATHERINE BRANCH WASTEWATER COLLECTION LINES PHASE 2	Design	2022	30 Years
DENTON CREEK WASTEWATER MAIN TRUNK LINE ROUTE STUDY	Design	2022	30 Years
NORTH WATER LINE (ALONG BLAIR FROM FM 156 & FLORANCE TO YARBROUGH)	Future Project		

SOUTH GROUND STORAGE TANK (1.0 MG)

Project Scope & Update

- 1.0-million-gallon ground water storage tank and pump for the South Pressure Plain and will have a pumping capacity of 3.1 million-gallons per day
- Allows Town to deliver water to the elevated site and residents
- Ground storage tank complete except for SCADA

Status	Completion
Construction	2022

25

SOUTH GROUND STORAGE TANK (1.0 MG), SOUTH PUMP STATION & TRANSMISSION LINES



26

SOUTH PUMP STATION & TRANSMISSION LINES

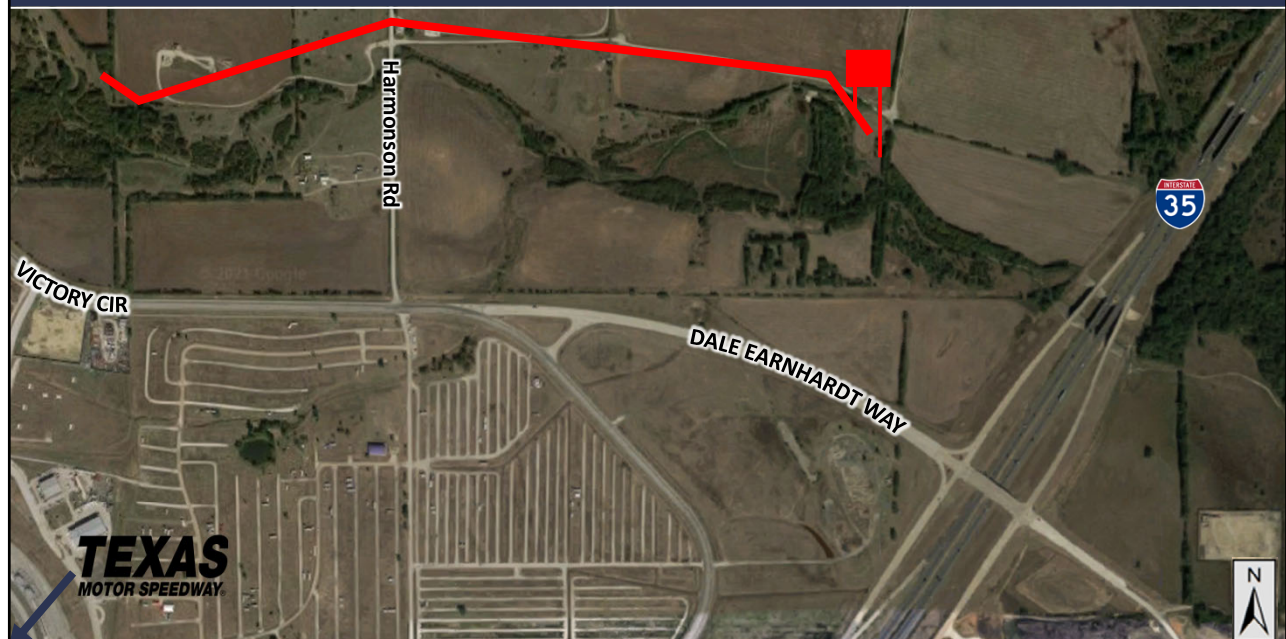
Project Scope & Update

- Extend 16" pipeline from Fort Worth to Town's south pump station
- Second half of line is a 24" pipeline extending from the discharge station and connecting the Town to the North side of SH114
- Lines will service multiple apartment complexes and communities
- West section is complete; east section across Hwy 114 under construction

Status	Completion
Construction	2022

27

CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MG)



28

CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MG)

Project Scope & Update

- Will incentivize and serve future commercial growth that will help diversify the Town's tax base
- Developers expected to contribute \$1.31 million towards sewer improvements; total cost of sewer improvements estimated to be \$4.89 million
- Preliminary TCEQ permit received; awaiting public comment and protest period

Status	Completion
Permitting	2023

29

NORTH GROUND STORAGE TANK (0.6 MG)



30

NORTH GROUND STORAGE TANK (0.6 MG)

Project Scope & Update

- 0.6 MG ground water storage tank (GST), and pump for Phase III improvements of the North Pressure Plain
- The location is at the intersection of FM 407 and Thompson Road
- Will maintain water pressure and provide water to the residents in the North Pressure Plain including Harvest, The Highlands, Pecan Square, and Prairie View Farms communities

Status	Completion
Design	2022

31



32

CATHERINE BRANCH WASTEWATER COLLECTION LINE PHASE 2

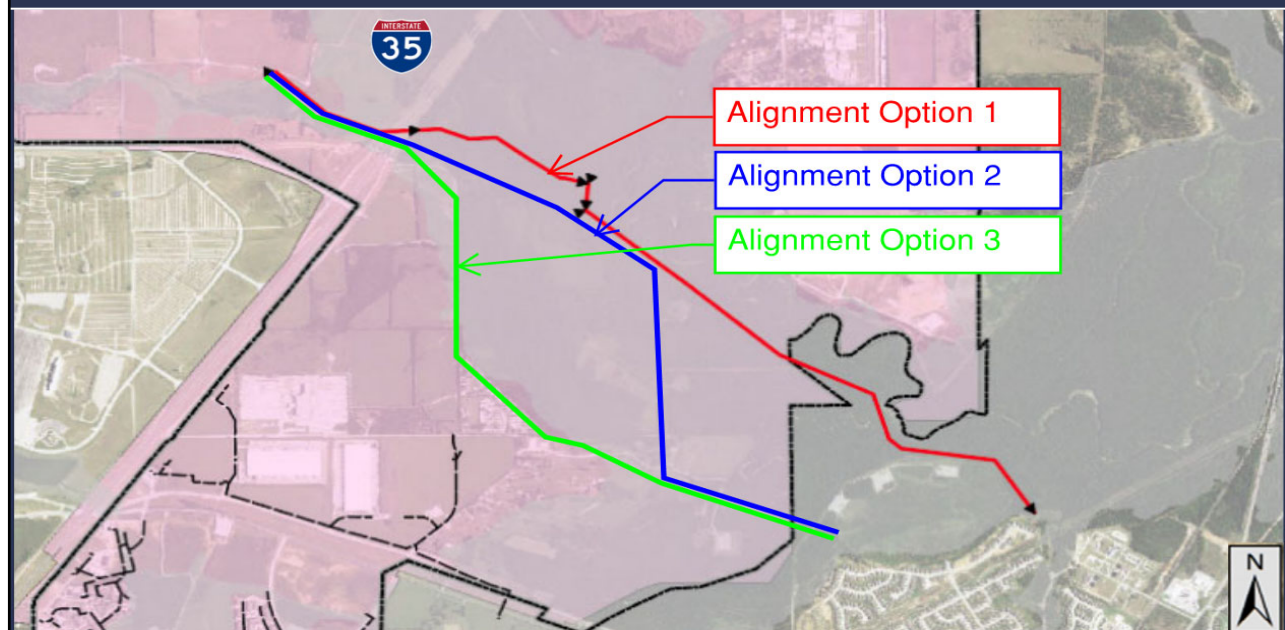
Project Scope & Update

- Will incentivize and serve future commercial growth that will help diversify the Town's tax base
- Extends the Town's CCN to meet the needs of properties in the ETJ

Status	Completion
Design	2023

33

DENTON CREEK WASTEWATER MAIN TRUNK LINE ROUTE STUDY



34

DENTON CREEK WASTEWATER MAIN TRUNK LINE ROUTE STUDY

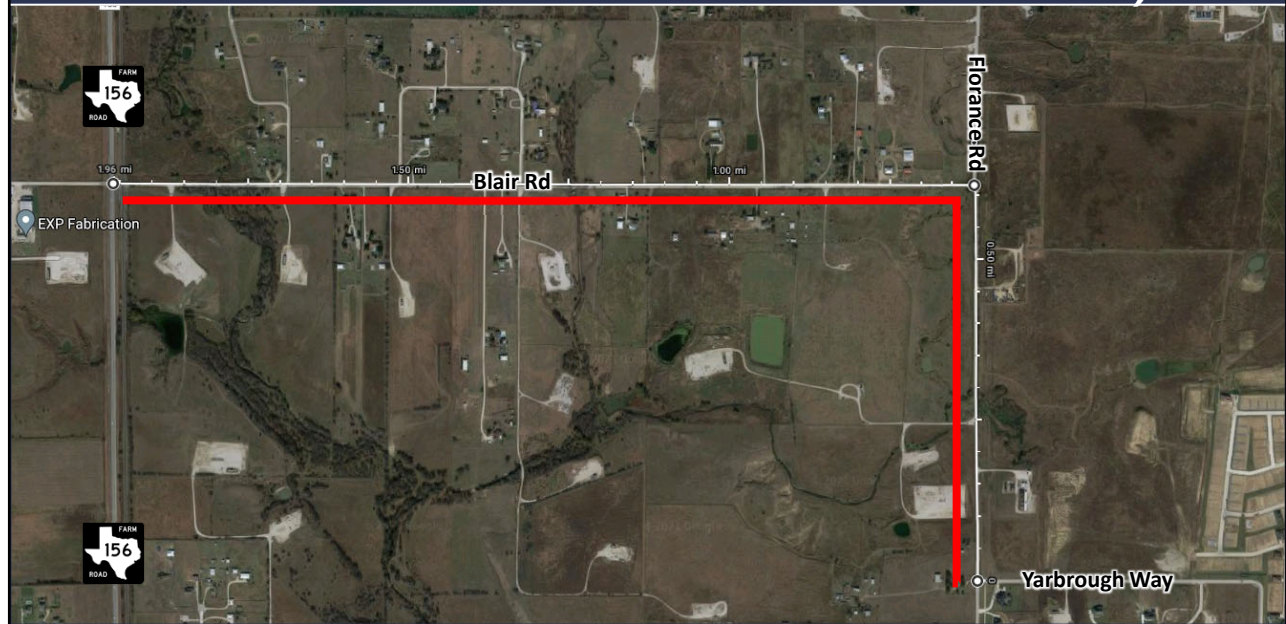
Project Scope & Update

- Accommodate growth and increased sewer flows
- Connect Town system to TRA treatment plant in Roanoke
- Allow for retirement of wastewater treatment plants:
 - Pecan Square WWTP
 - Catherine Branch WWTP (future)

Status	Completion
Route Study	2022

35

NORTH AREA WATER LINE (ALONG BLAIR FROM FM 156 & FLORANCE TO YARBROUGH)



36

NORTH WATER LINE (ALONG BLAIR FROM FM 156 & FLORANCE TO YARBROUGH)

Project Scope & Update

- 16" diameter pipeline connect to north elevated storage tank
- Extend coverage to areas along Strader and Blair Roads
- Potential Upper Trinity partnership for oversizing from 12"
- Working with Ponder and UTRWD

Status	Completion
Future	2024



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PART 3 – TOWN BUILDING PROJECTS



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38

DEVELOPMENT SERVICES OFFICE



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39

DEVELOPMENT SERVICES OFFICE

Project Scope & Update

- Will serve as offices for the Development Services department, which will free up additional space at Town Hall
- Paid for from development revenues from the past two years
- Development Services plans to transition to the new building during the current quarter

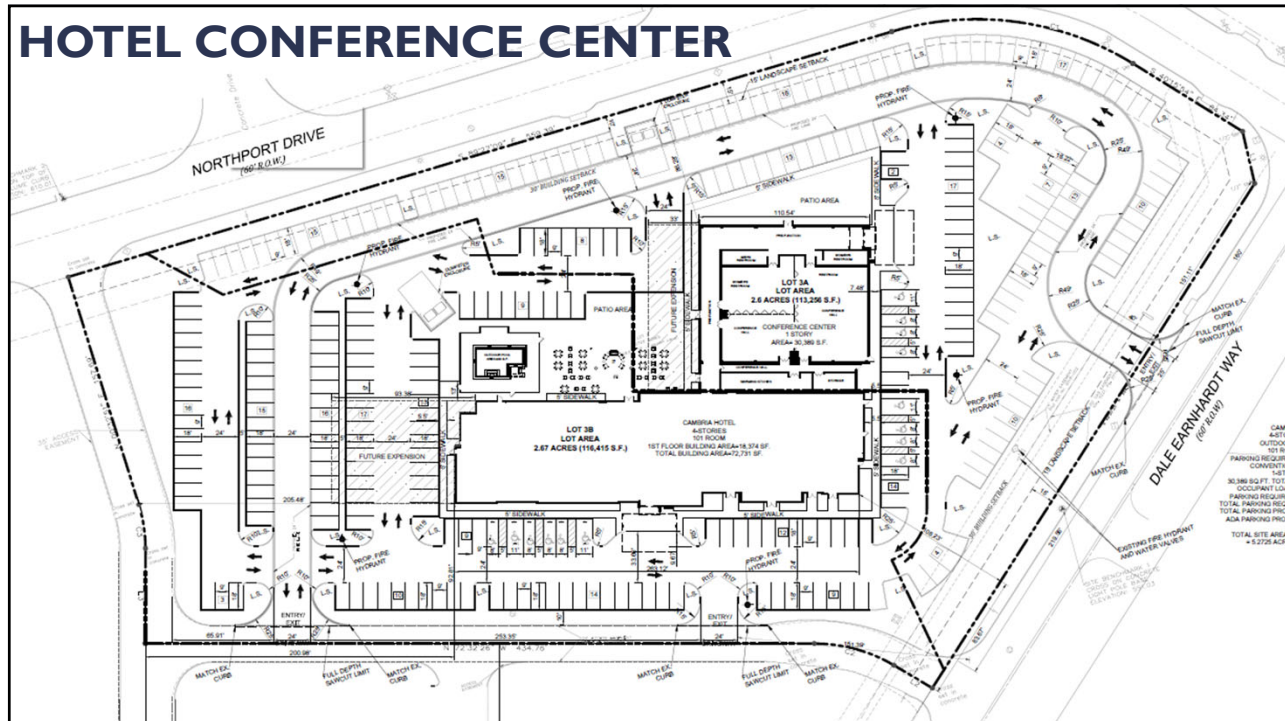
Status	Completion
Complete	2022



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40



41

HOTEL CONFERENCE CENTER

Project Scope & Update

- Conference center host events, public gatherings
- \$4.5 Million for design, construction, and finish out
- Town ownership upon completion and payment
- Hotel management to operate conference center

Status	Completion
Design	2024

42

PUBLIC WORKS BUILDING



43

PUBLIC WORKS BUILDING

Project Scope & Update

- Current building site needed for future ground storage tank
- New building and equipment barn located at FM 407

Status	Completion
Future	2023

44

PART 4 – PUBLIC PRIVATE PARTNERSHIP PROJECTS



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PUBLIC PRIVATE PARTNERSHIP PROJECTS

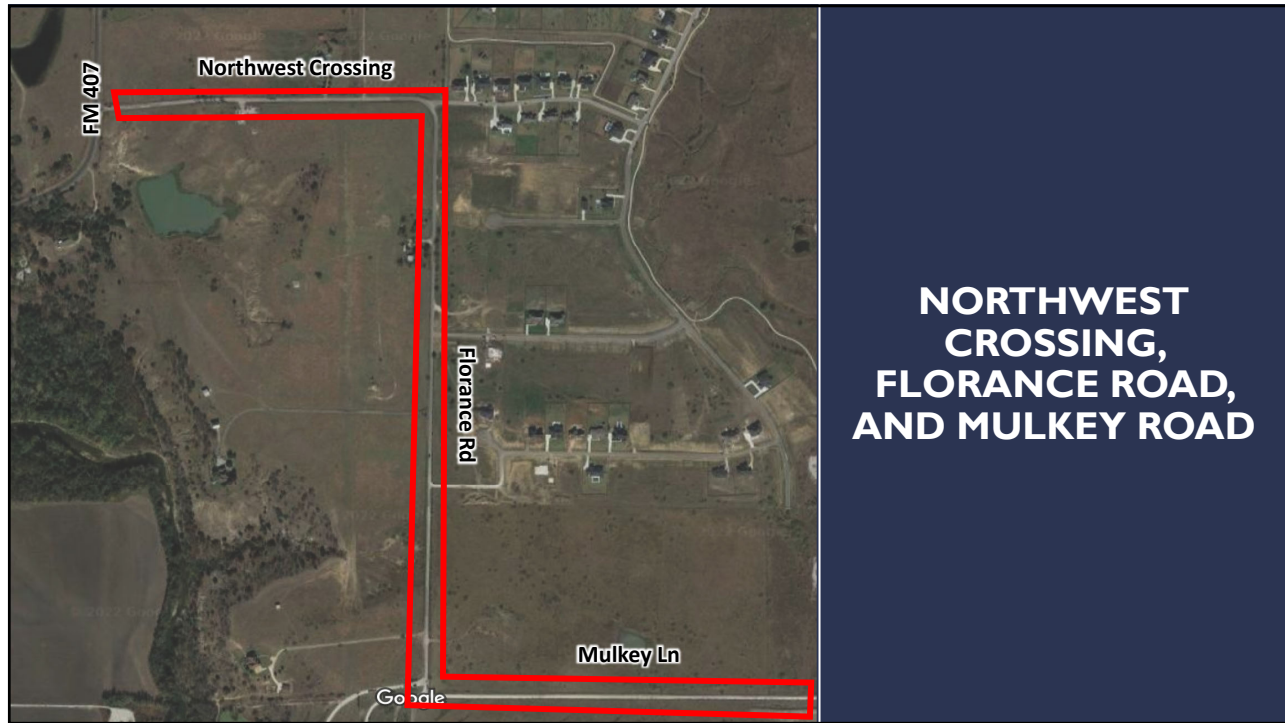
- Northwest Crossing (FM 407 to future Florance)
- Florance Road (Northwest Crossing to Mulkey)
- Mulkey Road (future Florance to east boundary of The Highlands)
- Harmonson Road (future McPherson to Victory Circle)
- McPherson Road (east boundary of DHL site to Dale Earnhardt Way)
- Whyte Road (I-35W Frontage Road to Cleveland-Gibbs)



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47

NORTHWEST CROSSING (MULKEY TO FM 407)

Project Scope & Update

- Northwest Crossing from Mulkey Road to FM 407
- As Highlands builds out road will see higher usage
- Main access point for Outdoor Learning Center
- Adjacent properties in ETJ
- 2" asphalt overlay; will eventually become a county bond project

Status	Completion

48

FLORANCE ROAD (NORTHWEST CROSSING TO MULKEY)

Project Scope & Update

- Part of original development agreement, requiring 2" asphalt overlay
- 2/3 of the road complete
- After analysis, sub-base required stabilization
- Town paid for stabilization to ensure more durable road surface

Status	Completion

49

MULKEY ROAD (FUTURE FLORANCE TO EAST BOUNDARY OF THE HIGHLANDS)

Project Scope & Update

- Future reconstruction of from FM 407 to Mulkey by Town; will require ROW contiguous property in ETJ
- 2" Asphalt overlay along Mulkey. Town prepares the road and developer will pave
- Chip seal of existing gravel road by developer

Status	Completion

50



51

HARMONSON ROAD (FUTURE MCPHERSON TO VICTORY CIRCLE)

Project Scope & Update

- Northlake 35 Logistics and Logistics Crossing partnered to rebuild Harmonson including flood-free bridge over Catherine Branch
- Ultimate four-lane divided from Victory to creek
- Two-lane bridge over creek
- Two of four lanes from creek to Future McPherson

Status	Completion

52

MCPHERSON ROAD (EAST BOUNDARY OF DHL SITE TO DALE EARNHARDT WAY)



53

MCPHERSON ROAD (EAST BOUNDARY OF DHL SITE TO DALE EARNHARDT WAY)

Project Scope & Update

- N35L, NLC and DHL also constructing sections of McPherson
- McPherson constructed within N35L two-lane industrial section
- Continuing again at Harmonson and west through DHL project
- Sections missing due to no development activity at this time

Status	Completion

54

WHYTE ROAD (I-35W FRONTAGE ROAD TO CLEVELAND-GIBBS)



55

WHYTE ROAD (I-35W FRONTAGE ROAD TO CLEVELAND-GIBBS)

Project Scope & Update

- Approximately five-eighths to be constructed by Duke Realty
- Access to commercial district and future connection to I-35W
- Developer to complete Cleveland-Gibbs and water line loop
- Many adjoining properties in ETJ

Status	Completion

56

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC.: FISCAL YEAR 2021-2022 ADOPTED BUDGET

SUBJECT: FY 2022 FIRST QUARTER FINANCIAL REPORT (OCT-DEC 2021)



GOALS/OBJECTIVES:

- Exercise Fiscal Responsibility; Accurately project and budget future resources and staffing needs

BACKGROUND INFORMATION:

- Quarterly Financials can be found at the Town's website under the Finance Department
- URL: <https://northlaketx.opengov.com>
- Budget Highlights
 - 25% of the year has transpired
 - 12% of total revenues have been booked:
 - Large One-Time Revenues that have not occurred yet:
 - Transfers
 - Debt Proceeds
 - 43% of Property Taxes has been received for the year
 - 9% of total expenditures have been spent
 - 17% of budgeted operating expenditures have been spent

TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: FEBRUARY 10, 2022

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: FEBRUARY 10, 2022

ITEM: CONSENT ITEMS





DAVID A. RETTIG, MAYOR

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

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

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
JANUARY 27, 2022**

The Northlake Town Council convened in a Regular Meeting on January 27, 2022, at 5:30 p.m., in the Northlake Town Hall - Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

Mayor David Rettig called the meeting to order at 5:30 p.m., and a quorum was present as follows:

- 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

Also present were Drew Corn, Town Manager and Ashley Dierker, Town Attorney.

- Invocation was given by Pastor Justin Paulk, Fellowship of the Parks Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Presentation - Northwest Independent School District update presented by Superintendent Ryder Warren

The item was presented by Ryder Warren, Superintendent for Northwest Independent School District, and commentary followed. There was no direction provided as the item was for presentation purposes.

- B. Briefing - Quarterly Investment Report

The item was presented by John Zagurski, Finance Director. There was no direction provided as the item was for presentation purposes.

C. Briefing - Update Unified Development Code to Require Zoning Change Signs Placed on Property

The item was presented by Nathan Reddin, Development Services Director, and discussion followed.

Following discussion, Town Council consensus was for staff to seek recommendations as to the proposed update from the Planning and Zoning Commission and present the findings at a future meeting.

D. Briefing - Election to Annex Additional Territory into Denton County Emergency Services District No. 1

The item was presented by Drew Corn, Town Manager, and discussion followed.

Following discussion, Town Council consensus was for staff to address the cost/financing of the proposed election with the interested parties and present the findings at a future meeting.

3. PUBLIC INPUT

The following public comments were received:

- Joel McGregor, address on file, regarding zoning change signs being placed on a property.

4. CONSENT ITEMS

The Consent Agenda consisted of items 4.E.- 4.F. and no items were pulled for Individual Consideration.

Council Member Ganz moved to approve the Consent Agenda as presented. Motion seconded by Mayor Pro Tem Montini. Motion carried.

AYES (7): Rettig, Montini, Hardeman, Ganz, Sessions, Moore, Boyer

NAYS (0): None

E. Consider approval of the Town Council Meeting Minutes for January 13, 2022

APPROVED

F. Consider Resolution 22-05, declaring certain personal property owned by the Town of Northlake to be surplus property and authorizing the Town Manager to dispose of such property

APPROVED RESOLUTION NO. 22-05

5. ACTION ITEMS

G. Consider Ordinance 22-0127A, adopting the 2022 Master Thoroughfare Plan Update replacing the existing thoroughfare plan; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date

APPROVED ORDINANCE 22-0127A

The item was presented by Nathan, Reddin, Development Services Director, and commentary followed.

Mayor Retting opened the public hearing at 6:54 p.m., and with no public speakers coming forward, the public hearing was closed at 6:54 p.m.

Mayor Pro Tem Montini moved to approve the item as presented. Motion seconded by Mayor Rettig. Motion carried.

AYES (7): Rettig, Montini, Hardeman, Ganz, Sessions, Moore, Boyer
NAYS (0): None

- H. Consider Ordinance 22-0127B, amending Chapter 9, "Planning and Miscellaneous Development Regulations," of the Code of Ordinances, Town of Northlake, Texas, as amended, by amending Article 9.03, "Impact fees," Division 3, "Roadway Impact Fees," to adopt the Roadway Impact Fee Update dated January 2022; providing for updates to the Town's Roadway Impact Fees, Capital Improvements Plan, and Land Use Assumptions; providing that this ordinance shall be cumulative of all ordinances; providing a severability clause; and providing an effective date

The item was presented by Nathan, Reddin, Development Services Director, and Dennis Haar, Consulting Engineer, and commentary followed.

Mayor Retting opened the public hearing at 7:09 p.m., with the following public speakers coming forward:

- Peter Wango, address on file, Northlake - expressed concern as to rising costs.
- Joel McGregor - address on file, Northlake - expressed preference of implementing fees over tax increases.

With no further public speakers coming forward, the public hearing was closed at 7:13 p.m.

Council Member Sessions moved to approve the item as presented. Motion seconded by Mayor Pro Tem Montini. Motion carried.

AYES (7): Rettig, Montini, Hardeman, Ganz, Sessions, Moore, Boyer
NAYS (0): None

- I. Consider modifying, continuing, and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

The item was not discussed and no action was taken.

6. EXECUTIVE SESSION

The Town Council convened into an Executive Session at 7:21 p.m., consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law to address the following:

a. Section 551.071 - Consultation with Attorney

- i. 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.
- ii. Development of the Chadwick Farms Tracts on approximately 41.0-acre, 15.8-acre, and 15.6-acre tracts of land generally located south of SH 114, east of Chadwick Pkwy., and west of Cleveland-Gibbs Road.
- iii. Development and annexation of the Aspire Development Tract (Stateson Property) on approximately 3.1-acre tract of land generally located north of Old Justin Road. at Harvest Way in extraterritorial jurisdiction of the Town.
- iv. Development and annexation of the CKD Holdings Tracts on approximately 24.8-acre, 11.9-acre, and 1.8-acre tracts of land generally located north of Oliver Creek and west of FM 156 in extraterritorial jurisdiction of the Town.
- v. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367.
- vi. Potential amendment to January 2021 development agreement with Sandstrom Development Tx, LTD (Hawthorne Estates) on approximately 34.0 acres of land generally located at the 800 block of Faught Rd.

b. Section 551.087 Economic Development Negotiations

- i. 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.
- ii. Development agreement with Lodging Host Hotel Corp. for the development of a hotel conference center.

7. RECONVENE INTO OPEN SESSION

Mayor Rettig reconvened the Regular Meeting at 9:10 p.m., to address any Council action regarding the items deliberated during Executive Session. No votes or actions were taken on any of the items deliberated.

8. ADJOURN

With no further business, Mayor Rettig adjourned the meeting at 9:10 p.m.

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC. : TEXAS ELECTION CODE, CHAPTER 3, ORDERING ELECTION

SUBJECT: CALL/ORDER GENERAL MUNICIPAL ELECTION FOR MAY 7, 2022



BACKGROUND INFORMATION:

- Per statute Town Council shall order an election no later than the 62nd day before election day
- Election shall be held on uniform election date of May 7, 2022
- Place 1, Place 2, and Place 3 will be placed on the ballot
- Town shall notice election per posting requirements at Town Hall, website and paper of record
- Election will be held jointly with other political subdivisions
- Town will contract with Denton County Elections Administration to provide election services

COUNCIL ACTION:

- Call General Municipal Election for Town Council Places 1, 2, and 3 on May 7, 2022
- Authorize staff to contract with Denton County Elections to hold election



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 22-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND ORDERING A MUNICIPAL ELECTION TO BE HELD IN THE TOWN OF NORTHLAKE ON MAY 7, 2022, AND IF REQUIRED, A RUNOFF ELECTION ON JUNE 18, 2022, FOR THE PURPOSE OF ELECTING COUNCIL MEMBERS TO PLACES 1, 2, AND 3; PRESCRIBING THE TIME AND DESIGNATING THE LOCATIONS, AND MANNER OF CONDUCTING THE ELECTION TO BE IN ACCORDANCE WITH THE JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY AND THE DENTON COUNTY ELECTIONS ADMINISTRATOR; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT AND CONTRACT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the General Uniform Election for the Town of Northlake, as set forth by the Texas Election Code, is required to be held on May 7, 2022, at which time the voters will elect Council Member positions designated as Town Council Places, 1, 2, and 3; and

WHEREAS, the Town Council finds that it is in the public interest to enter into a joint election agreement and election services contract with Denton County, to provide the most efficient and convenient voting opportunities,

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

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. The Town Council hereby calls and orders a General Uniform Election to be held on May 7, 2022, between the hours of 7:00 a.m., and 7:00 p.m., for the purpose of electing Council Members to Town Council, Places 1, 2, and 3, for a term beginning May 2022 through May 2024, or until their successors are duly elected and qualified.

SECTION 3. Eligible persons wishing to become candidates must file application with the Town Secretary of the Town of Northlake, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, and may do so beginning at 8:00 a.m., January 19, 2022 and continuing through February 18, 2022, until 5:00 p.m. Each application shall be on a form meeting the requirements of Section 141.031 of the Election Code.



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

SECTION 4. The election shall be held in accordance with and shall be governed by, the election laws of the State of Texas. Pursuant to Chapter 271 of the Texas Election Code, the Town Council authorizes the Town Manager to enter and execute a Joint Election Agreement with Denton County and other participating political subdivisions for this election. The Town Secretary and Mayor are hereby authorized to perform all duties and take all actions as required by the election services contract and/or joint election agreement.

SECTION 5. Denton County shall designate the Main Early Voting Location for early voting for the election.

SECTION 6. Early voting by personal appearance will be held jointly with other Denton County political subdivisions at Denton County's Main Early Voting Site, located at the Denton County Elections Office in Denton, Texas beginning on April 25, 2022, and continuing through May 3, 2022, at the times set forth as follows:

Denton County Elections Administration 701 Kimberly Drive, Suite A101 Denton, Texas 76208	
DATE	TIME
Monday, April 25, 2022 - Saturday, April 30, 2022,	8:00 a.m. - 5:00 p.m.
Sunday, May 1, 2022,	11:00 a.m. - 5:00 p.m.
Monday, May 2, 2022 - Tuesday, May 3, 2022,	7:00 a.m. - 7:00 p.m.

Branch offices for early voting by personal appearance may also be established as outlined in the contract for joint election and election services between the Town of Northlake and Denton County.

SECTION 7. Any eligible registered voter may cast their vote at any of the additional early voting locations. The final early voting locations will be available via the Denton County Elections Administration website www.votedenton.gov.

SECTION 8. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Applications for ballot by mail shall be submitted via the following methods:

REGULAR MAIL:	Frank Phillips, Early Voting Clerk P.O. Box 1720 Denton, Texas 76202
COMMON OR CONTRACT CARRIER	Frank Phillips, Early Voting Clerk Denton County Elections 701 Kimberly Drive Denton, Texas 76208
FAX:	(940) 349-3201 -
EMAIL:	elections@dentoncounty.gov

Applications for ballots by mail which are hand-delivered must be received no later than the close of business on Friday, April 22, 2022. Applications for ballots by mail which are submitted via mail, fax, email, or contract carrier must be received no later than the close of business on Tuesday, April 26, 2022. A hard copy of the application must be received within 4 (four) business days, and it must include a wet signature to be considered a valid application.

Federal Post Card Applications must be received no later than the close of business on April 26, 2022.

SECTION 9. The election shall be conducted pursuant to the election laws of the State of Texas and in accordance with the Constitution of the State of Texas.

SECTION 10. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 11. The joint election agreement and election services contract between the Town of Northlake and Denton County which is incorporated herein as "Exhibit A" for all purposes is hereby approved. In the event of a conflict between this resolution and the contract, the contract shall control.

SECTION 12. The Town Secretary shall issue notice of said election to be published one time in the Denton Record Chronicle, which is hereby found and declared to be a newspaper of general circulation in the Town of Northlake, not less than ten (10) days nor more than thirty (30) days prior to the date of said election; in addition, notice of said election shall be posted on the bulletin board in Town Hall not later than the twenty-first (21st) day before election day and remain posted thorough election day.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

SECTION 13. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 14. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 10th day of February 2022.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint May 7, 2022 election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on May 7, 2022. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2020 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$13 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

Election Day – Presiding Judge (\$15/hour), Alternate Judge (\$14/ hour), Clerk (\$13/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (April 4, 2022) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an sentence case format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the May 7, 2022 election will be as follows:

Monday, April 25, 2022 through Saturday, April 30, 2022; 8am – 5pm
Sunday, May 1, 2022; 11am-5pm
Monday, May 2, 2022 through Tuesday, May 3, 2022; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint an Alternate Presiding Judge and one or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 18, 2022, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballots, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, as addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator

shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.
5. In the event that one of more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.

7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$46.135
Voter Registration Clerk	\$33.760 - \$51.822
Technology Resources Coordinator	\$59.547
Elections Technician	\$42.000 - \$45.530
Voter Registration Coordinator	\$44.431
Training Coordinator	\$55.650
Election Coordinator	\$38.056

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the May 7, 2022 election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

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XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 10th day of February, 2022 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 10th day of February, 2022 been executed on behalf of the Town of Northlake, Texas, pursuant to an action of the Northlake Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF NORTHLAKE, TEXAS:

APPROVED:

ATTESTED:

DREW CORN, TOWN MANAGER

ZOLAINA R. PARKER, TOWN SECRETARY

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC. : ONCOR CITIES STEERING COMMITTEE STAFF REPORT

SUBJECT: ONCOR CITIES STEERING COMMITTEE 2022 ASSESSMENT



STRATEGIC GOALS/OBJECTIVES:

- Advance Northlake's Interests; Have an outsized influence on local, regional and state issues

BACKGROUND INFORMATION:

- The Oncor Cities Steering Committee ("OCSC") is composed of 162 municipalities that use their collective power to ensure that rate changes by Oncor are fair to customers, wielding more power as a group than an individual municipality can.
- Their annual assessment is a per capita fee of \$0.10.
 - Total fee for this year is \$714.00 based on a population estimate of 7,140
 - Town will update population estimate and expects higher fee next year

POLICY ACTION:

- Continue to participate in the Oncor Cities Steering Committee

ATTACHMENTS:

- Proposed Resolution
- OCSC Invoice



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

TOWN OF NORTHLAKE, TEXAS
RESOLUTION NO. 22-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING CONTINUED PARTICIPATION WITH THE STEERING COMMITTEE OF CITIES SERVED BY ONCOR; AND AUTHORIZING THE PAYMENT OF TEN CENTS PER CAPITA TO THE STEERING COMMITTEE TO FUND REGULATORY AND LEGAL PROCEEDINGS AND ACTIVITIES RELATED TO ONCOR ELECTRIC DELIVERY COMPANY, LLC.

WHEREAS, the Town of Northlake is a regulatory authority under the Public Utility Regulatory Act (PURA) and has exclusive original jurisdiction over the rates and services of Oncor Electric Delivery Company, LLC (Oncor) within the municipal boundaries of the Town; and

WHEREAS, the Steering Committee of Cities Served By Oncor (Steering Committee) has historically intervened in Oncor rate proceedings and electric utility-related rulemakings to protect the interests of municipalities and electric customers residing within municipal boundaries; and

WHEREAS, the Steering Committee is participating in Public Utility Commission dockets and projects, as well as court proceedings, and legislative activity, affecting transmission and distribution utility rates; and

WHEREAS, the Town is a member of the Steering Committee; and

WHEREAS, the Steering Committee functions under the direction of an Executive Committee which sets an annual budget and directs interventions before state and federal agencies, courts and legislatures, subject to the right of any member to request and cause its party status to be withdrawn from such activities; and

WHEREAS, the Steering Committee at its December 2021 meeting set a budget for 2022 that compels an assessment of ten cents (\$0.10) per capita; and

WHEREAS, in order for the Steering Committee to continue its participation in these activities which affects the provision of electric utility service and the rates to be charged, it must assess its members for such costs.

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



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

SECTION 1. That the Town is authorized to continue its membership with the Steering Committee of Cities Served by Oncor to protect the interests of the Town of Northlake and protect the interests of the customers of Oncor Electric Delivery Company, LLC residing and conducting business within the Town limits.

SECTION 2. The Town is further authorized to pay its assessment to the Steering Committee of ten cents (\$0.10) per capita based on the population figures for the Town shown in the latest TML Directory of Town Officials.

SECTION 3. A copy of this Resolution and the assessment payment check made payable to "Steering Committee of Cities Served by Oncor" shall be sent to Brandi Stigler, Steering Committee of Cities Served by Oncor, c/o Town Attorney's Office, Mail Stop 63 0300, 101 S. Mesquite St., Suite 300, Arlington, Texas 76010.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 10th day of February 2022.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

City of Arlington, c/o Oncor Cities
Steering Committee
Attn: Brandi Stigler
101 S. Mesquite St., Ste. 300
MS # 63-0300
Arlington, TX 76010

Invoice

Date	Invoice #
1/12/2022	22-157

Bill To
Town of Northlake

Item	Population	Per Capita	Amount
2022 Membership Assessment	7,140	0.10	714.00
Please make check payable to: Oncor Cities Steering Committee and mail to Oncor Cities Steering Committee, Attn: Brandi Stigler, Arlington City Attorney's Office, 101 S. Mesquite St., Ste. 300, MS #63-0300, Arlington, Texas 76010			Total \$714.00

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: FEBRUARY 10, 2022

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC. : FY 2020 BUDGET – CATHERINE BRANCH CAPITAL PROJECTS

SUBJECT: CONTRACT FOR CONCEPTUAL DESIGN AND PERMITTING OF
WASTEWATER TREATMENT PLANT EXPANSION



STRATEGIC GOALS/OBJECTIVES:

- Exercise Fiscal Responsibility; Build robust commercial tax revenue base
- Invest in Infrastructure; Provide adequate/functional sewer facilities
- Advance Northlake's Interests; capture and incorporate ETJ as opportunities develop

BACKGROUND INFORMATION:

- In early 2020, Town began negotiating public private partnership with developers of Buchanan and Foster Tracts to construct over \$17 M of public infrastructure along Catherine Branch
- August 13, 2020, Council engaged Halff Associates to design and permit wastewater treatment plant to serve development along Catherine Branch not to exceed \$300,000
- Initial permit submitted to Texas Commission on Environmental Quality (TCEQ) for 0.25 million gallon per day (MGD) wastewater treatment plant (WWTP) discharge
- Permit for 0.25 MGD preliminarily approved by TCEQ pending results of potential protests
- With addition of DHL, Westview Trails, and Legacy Ranch Phase II projects additional WWTP capacity needed to expand up to 0.5 MGD discharge
- Construction of WWTP occurs in four phases at 0.125 MGD each totaling 0.5 MGD
- TCEQ WWTP permitting requires greater lead time than construction

COUNCIL ACTION:

- Authorize Town Manager to execute contract with Halff and Associates for conceptual design and TCEQ permitting for wastewater treatment plant expansion to 0.5 MGD not to exceed \$80,000

STATE OF TEXAS)

COUNTY OF DENTON)

**CHANGE ORDER AND AMENDMENT NO. 17
OF
CONSULTANT’S CONTRACT**

THIS agreement is by and between the **Town of Northlake, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called “Town,” and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional engineering services to the Town.

WHEREAS, the Town and Consultant have entered into an agreement such that the Consultant is to provide the following services: **Conceptual Design and Discharge Permitting for Expansion of the Catherine Branch WWTP**

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in Exhibit “A,” which is attached hereto and incorporated herein as if set out in full herein; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Consultant, in addition to the work to be performed in the Contract dated November 9, 2009, shall perform the task(s) described in Exhibit “A,” basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be in accordance with Exhibit “B” and shall reflect the work described in Exhibit “A.”
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the _____ day of February 2022.

TOWN OF NORTHLAKE, TEXAS

By: _____

Printed Name: Drew Corn

Title: Town Manager

HALFF ASSOCIATES, INC., CONSULTANT

By: 

Printed Name: Ron King, P.E.

Title: Team Leader

ATTACHMENT “A” SERVICES

Conceptual Design and Discharge Permitting for Expansion of the Catherine Branch WWTP

This Attachment “A” defines the services to be performed by Halff Associates, Inc. in conjunction with preparation of a conceptual design memo and TCEQ wastewater discharge permit application for the proposed expansion of the Catherine Branch Wastewater Treatment Plant (WWTP) located on the proposed Buchanan development site. Our services include the following:

Project. The TCEQ is currently preparing a 0.25 MGD discharge permit for the proposed wastewater treatment plant. This project includes preparation of an application to TCEQ to increase the permitted discharge from 0.25 MGD to 0.50 MGD, including the required conceptual design parameters to accompany the permit application.

Our proposal is based on the following assumptions:

- The additional WWTP treatment will be two package type trains with an additional capacity of 0.125 MGD average flow per each. It is assumed that these two package plant additions will be installed as separate design and construction contracts with the timing of each dependent upon development demands. The following is a summary of the anticipated permitting and installations:
 - Initial 0.25 MGD discharge permit– currently being prepared by TCEQ and anticipated by March 2022.
 - First 0.125 WWTP installation – Under final design; anticipated notice to proceed with construction immediately after discharge permit issued.
 - Second 0.125 MGD treatment train design & construction – future contracts.
 - Discharge permit expanded to 0.50 MGD– to be accomplished with these Services.
 - Third 0.125 MGD treatment train design & construction – future contracts.
 - Fourth 0.125 MGD treatment train (if required) design & construction – future contracts.
- Effluent discharge is assumed to be within the same outfall location as the original permit.
- This scope of services assumes a basic, non-protested discharge permit process. Additional compensation will be required to coordinate with other utilities (beyond 1 meeting with TRA), deal with protestors, write a formal water quality modeling memorandum, conduct more than one water quality model, obtain water quality data or stream transects in order to refine the water quality model,

or make significant modifications to the permit application after it has been initially drafted.

- I. Conceptual Design.** The proposed WWTP additional phases will be sized for 0.125 MGD average capacity each. Potential discharge parameters will be preliminarily identified. Based upon this information, coordination with WWTP package plant manufacturers will begin. Design criteria will be established, and process calculations and equipment sizing conducted. Solids disposal options will be considered. Preliminary site layout, hydraulic profile, and process flow diagrams prepared. Results and recommendations will be documented in a brief Technical Memorandum. Review comments by the Town will be addressed.
- II. Discharge Permit.** Consultant will attend one preliminary meeting with the TCEQ, along with the Town (assumed to be a net meeting). Based upon the preliminary design memo prepared above, Consultant will prepare a TCEQ TPDES discharge permit application, and conduct a basic level of processing. If necessary, one basic level water quality model will be prepared and run.

Services Not Included in this Contract:

- Survey, geotechnical, design phase, advertisement/bid phase, and construction phase services for the second, third, and fourth treatment trains.
- Water Quality sampling
- Effluent discharge location off site
- TCEQ discharge permitting services that are beyond a basic, non-protested discharge permit process. Additional compensation will be required to coordinate with other utilities (beyond 1 meeting with TRA), deal with protestors, write a formal water quality modeling memorandum, conduct more than one water quality model, obtain water quality data or stream transects in order to refine the water quality model, or make significant modifications to the permit application after it has been initially drafted.
- Environmental coordination, protection, permitting, or other Environmental Services
- FDP and FEMA permitting for any floodplain filling based on location of WWTP site as approved by the Developer
- USACE permitting (wetlands, 404, etc.)
- Right of Entry Coordination in addition to mailed letters to property owners
- Tree Survey
- Easement or land acquisition
- Platting
- Site visits or meetings in excess of number specified
- SUE
- The contract assumes a package type WWTP that can meet typical discharge criteria. Permitting for an individual unit process type WWTP, and/or a WWTP to meet strict discharge parameters will be an additional service.

ATTACHMENT “B” COMPENSATION

Conceptual Design and Discharge Permitting for Expansion of the Catherine Branch WWTP

This Attachment “B” further defines the basis of compensation to the Consultant for the services rendered.

- I. Basic Fee Services** - The basic fee for the services as described in Attachment “A” will be **\$ 36,000.00** which includes printing, direct costs and computer charges normally associated with production of these services.

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

1. \$ 36,000 for Preliminary Design Phase

Item (1) will be billed lump sum monthly based on percent completion of the design tasks and may include partial payments of the total amounts designated for each of the items.

- II. Special Services** – The maximum not-to-exceed fee for the special services as described in Attachment “A” will be **\$ 42,000** which includes printing, direct costs and computer charges normally associated with production of these services. The basis of compensation for Special Services shall be lump sum. The following table summarizes special services fees.

TASK DESCRIPTION	FEE
V. Discharge Permit	\$42,000.00
TOTAL SPECIAL SERVICES	\$ 42,000.00

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

The total maximum fee for all services is **\$ 78,000.**



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 22-08

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES, INC, FOR PROFESSIONAL ENGINEERING SERVICES AND CONCEPTUAL DESIGN AND DISCHARGE PERMITTING FOR EXPANSION OF THE CATHERINE BRANCH WASTEWATER TREATMENT PLANT, IN AN AMOUNT NOT TO EXCEED \$80,000

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for general consulting services regarding professional engineering projects; and

WHEREAS, the Town has a Professional Services Contract in place with Halff Associates, Inc., for engineering services and consultation; 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 execute an amendment to the existing Professional Services Contract with Halff Associates, Inc., for the conceptual design and discharge permitting for expansion of the Catherine Branch Wastewater Treatment Plant, in an amount not to exceed \$80,000; and

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

SECTION 1. All 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 execute an amendment to the existing Professional Services Contract with Halff Associates, Inc, for the conceptual design and discharge permitting for expansion of the Catherine Branch Wastewater Treatment Plant, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$80,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 10th day of February 2022.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 10, 2022

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 395, FINANCING CAPITAL IMPROVEMENTS REQUIRED BY NEW DEVELOPMENT

SUBJECT: WATER AND SEWER MASTER PLANS AND IMPACT FEE UPDATE



GOALS/OBJECTIVES:

- Invest in Infrastructure; Continue to leverage infrastructure upsizing opportunities
- Invest in Infrastructure; Continue to invest in infrastructure expansions and opportunities

BACKGROUND INFORMATION:

- March 8, 2018, Town Council adopted Ordinance 18-0308B per Chapter 395 of LGC
 - Updated Water and Sanitary Sewer Master Plans
 - Identified 10-year Capital Improvement Plan (CIP)
 - Adopted Water and Sanitary Sewer Impact Fees
 - Study began in January 2017
- Updates of land use assumptions (LUA), CIP, and impact fees required every five years
- High growth areas, specifically Catherine Branch and Cleveland Branch, warrant earlier update
- Impact fees applicable for area of Certificates for Convenience and Necessity (CCNs)
- Capital improvements advisory committee (CIAC) appointed by Council reviews LUA, CIP and impact fees, similar to Roadway Impact Fee process
 - Current Planning and Zoning Commission (P&Z) could continue to serve as CIAC
 - CIAC would need ad hoc member representing ETJ to cover Water and Sewer CCNs
- Staff recommends engaging Halff Associates to update master plans, 10-year CIP and impact fees
- Halff to subcontract with NewGen to conduct alternate credit calculation
 - Without calculation, State law limits impact fees to 50% of 10-year CIP costs
 - With calculation, impact fees can range from 60% to 75% of projected costs
- Next steps:
 - CIAC will review LUA, CIP and impact fees, and provide written comments
 - Public hearing on LUA, CIP and impact fees will be held
 - Council to act on proposed LUA, CIP and impact fee schedule

COUNCIL ACTION:

- Authorize Town Manager to contract with Halff Associates for Water and Sanitary Sewer Impact Fee Update not to exceed \$200,000 (Funding: Water and Sewer Impact Fees)



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 22-09

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AMENDMENT TO THE PROFESSIONAL SERVICES CONTRACT WITH HALFF ASSOCIATES, INC, FOR PROFESSIONAL ENGINEERING SERVICES AND UTILITY IMPACT FEE UPDATE, IN AN AMOUNT NOT TO EXCEED \$200,000 (IMPACT FEE FUNDS)

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for general consulting services regarding professional engineering projects; and

WHEREAS, the Town has a Professional Services Contract in place with Halff Associates, Inc., for engineering services and consultation; 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 execute an amendment to the existing Professional Services Contract with Halff Associates, Inc., for Utility Impact Fee Update, in an amount not to exceed \$200,000; and

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

SECTION 1. All 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 execute an amendment to the existing Professional Services Contract with Halff Associates, Inc, for Utility Impact Fee Update, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$200,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 10th day of February 2022.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

STATE OF TEXAS)

COUNTY OF DENTON)

**CHANGE ORDER AND AMENDMENT NO. 18
OF
CONSULTANT’S CONTRACT**

THIS agreement is by and between the **Town of Northlake, Texas**, a municipal corporation, duly authorized to act by the Town Council of said Town, hereinafter called “Town,” and **Halff Associates, Inc.**, a Texas corporation, acting through a duly authorized officer, hereinafter called “Consultant,” relative to Consultant providing professional engineering services to the Town.

WHEREAS, the Town and Consultant have entered into an agreement such that the Consultant is to provide the following services: **2022 Water and Wastewater Impact Fees Update**

WHEREAS, the above referenced agreement provides that if there is a change in scope or focus of the activities in the contract, or if it is necessary for the Consultant to do additional work such that there is a significant additional cost or expense to the Town, it is necessary for the Town to approve such work and/or for the parties to change the contract; and

WHEREAS, the parties recognize that it is necessary for Consultant to do additional work under the contract, such work which is set out in Exhibit “A,” which is attached hereto and incorporated herein as if set out in full herein; and

NOW, THEREFORE, for and in consideration of the mutual acts and covenants set out herein, the parties agree as follows:

1. Consultant, in addition to the work to be performed in the Contract dated November 9, 2009, shall perform the task(s) described in Exhibit “A,” basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be in accordance with Exhibit “B” and shall reflect the work described in Exhibit “A.”
3. This shall constitute an Authorization for a Change in Work as set out in the agreement between the parties, and an amendment to such contract. All of the terms and conditions of the original contract shall remain in full force and effect, as amended hereto, unless set out otherwise herein.

Signed and effective on this the ____ day of February 2022.

TOWN OF NORTHLAKE, TEXAS

By: _____

Printed Name: Drew Corn

Title: Town Manager

HALFF ASSOCIATES, INC., CONSULTANT

By: 

Printed Name: Ben McGahey, P.E.

Title: Vice President, Operations Manager, Fort Worth

Exhibit A
Engineering Services Agreement – Scope of Work
Northlake Water and Wastewater Impact Fee Study

Scope of Services:

Task 1 – Land Use Assumptions and Demands Projection Update

- Collect and review data provided by the Town relating to population, connection counts, water demands, wastewater flowrates, land uses, planned method of funding capital improvements, and assumptions regarding the Town's future interest earnings.
- Collect and review pertinent Northlake data from previously prepared reports and studies and other readily available sources such as NCTCOG, TRA, City of Fort Worth, UTRWD, Chamber of Commerce, Denton County Appraisal District, US Census Bureau, and Texas Water Development Board.
- Revise the future land use assumptions to reflect the currently planned uses.
- Develop projected water demand rates, wastewater flowrates, population, and connection counts within the service area over the 10-year planning period.
- Status meeting with Town Staff to review land use assumptions and service unit projections.

Task 2 – Water System Model Update

- Update the water distribution system hydraulic model using Innovyze InfoWater software to include water infrastructure constructed since the previous update, including storage tanks, pump stations, and distribution mains.
- The model will update the future scenarios to estimate needed infrastructure at ultimate build-out. The model will be updated with the latest land use planning and population projections.

Task 3 – Wastewater System Model Update

- Update the uncalibrated wastewater collection hydraulic model to include wastewater infrastructure constructed since the previous update. The future scenarios will estimate needed infrastructure at ultimate build-out based on the latest land plan. The model will be conducted in the Innovyze InfoWater ICM software. The model will remain uncalibrated due to the relatively small portion of the Town currently covered by the existing wastewater collection system.

Task 4 – Water Model Calibration

- Halff will revise the calibration of the water model by conducting fire hydrant testing. Identify approximately 10 locations throughout the town for hydrant flow tests and headloss tests. Halff will assist the public works department in performing the tests (two days). Note the time, pump status, storage tank levels, and master meter flowrates during each hydrant test, as well as the results from each test.
- Calibrate the model to correlate to the collected data. The goal of calibration will be to achieve modeled results within 10 percent of measured results for at least 90 percent of the collected field data. If the calibration goal cannot be achieved, then Halff will document the actual level of calibration and estimate the expected model error in the final report.

Task 5 – Evaluate Water System Service Alternatives for the Southwest Section of Northlake

- The previous impact fee study assumed a second connection to Fort Worth along FM 156 that would be the main source of water for the southwest section of town. Recently, Fort

Exhibit A

Engineering Services Agreement – Scope of Work

Northlake Water and Wastewater Impact Fee Study

Worth has indicated that they will probably not be able to provide this second connection for the foreseeable future, if ever. Northlake has many developments being planned in this area for which additional water supply will be needed. This task will look at two alternatives to the second Fort Worth connection.

- Halff will meet with both Fort Worth and UTRWD, along with Town staff. The goals of these meetings will be to understand each water provider's willingness to serve the area, and what would be involved in their systems to do so, including any cost participation. Halff will collect data and information on both systems, including the hydraulic models from both systems if made available.
- Using the updated and re-calibrated model, Halff will confirm water demands projected for this area. Halff will apply those demands to the appropriate locations with both the Fort Worth and UTRWD models (if obtained) and evaluate the impact of those demands on each. A technical memorandum documenting the findings from each model analysis will be created. The technical memorandum will include an OPCC for the system improvements that are likely necessary to meet the Northlake demands.
- Using the updated and re-calibrated Northlake water model, Halff will evaluate two alternate supply scenarios to the southwest sector. One is serving the area from the existing Fort Worth connection. The other is conveying UTRWD water to the sector. OPCCs for necessary infrastructure within Northlake will be prepared for both alternatives.
- Halff will meet with Northlake staff to present findings and determine the preferred alternative. Capital costs related to that alternative (both within Northlake and possible cost participation costs) will be included in the CIP.
- It is our understanding that Fort Worth is about to begin a master plan of their northern water system. Although the results of that study may not be available before this scope is complete, this task includes coordination with Fort Worth to consider Northlake's water demands in their study.

Task 6 – Water and Wastewater System Analysis, Capital Improvements Plan Update, and Impact Fee Update

- Revise the water distribution system 10-year capital improvements plan based on revised land use assumptions, existing and planned developments and primary areas of anticipated growth. Update line alignments based upon the most recent master thoroughfare plan.
- Revise the wastewater collection system 10-year capital improvements plan based on revised land use assumptions, existing and planned developments and primary areas of anticipated growth.
- Halff will develop opinions of probable construction cost for both water and wastewater capital improvement plans.
- Determine utilization rates for the 10-year planning period, calculate the maximum impact fee, and revise the draft impact fee report for staff review. The impact fee report will update the following:
 - Exhibits showing the water and wastewater service areas;
 - Descriptions of land use and service unit projections, including the data used and assumptions made to develop the projections;
 - Exhibits and descriptions of the water and wastewater capital improvement plans, including the data used and assumptions made to develop the plans;
 - Engineer's opinion of cost for the capital improvement plans (as necessary);
 - Estimations of the amount of infrastructure capacity used in the 10-year planning period;
 - The Maximum Impact Fee for water and wastewater service areas will be calculated under the requirements of LGC § 395. These calculations will be performed under two

Exhibit A
Engineering Services Agreement – Scope of Work
Northlake Water and Wastewater Impact Fee Study

(2) alternative scenarios: 1) recognizing a credit for the expected ad valorem taxes or utility revenues from growth generated by new service units during the program period that is used for the payment of improvements, including the payment of debt, that are included in the capital improvements plan; and 2) recognizing a credit equal to 50 percent of the total projected cost of implementing the capital improvements plan. The results of both scenarios will be presented to inform the Town's decision of which credit method to use. As part of preparing the calculations, the Project Team will prepare debt interest cost and funding assumptions.

- Provide pre-final impact fee report to town staff and review information to be presented to the advisory committee prior to the advisory committee meeting.
- Upon completion of the impact fee report, Halff will meet with the Town-appointed advisory committee and present the impact fee report.
- Compare proposed impact fees to other cities' fees in the area.
- Submit final report to the Town including comments from Town staff and advisory committee.
- Present the final report to the Town council. (1 meeting)
 - Attend public hearings at a separate Town council for land uses and CIP and impact fees. Two hearings assumed to occur in the same meeting.

Schedule

It is Halff Associates' intention to commence professional services promptly following receipt of notice-to-proceed (NTP). Halff will perform its services in a timely manner with the understanding that the completion of many of the project tasks and milestones is contingent upon availability of information, meetings, Northlake reviews or tasks provided by others beyond Halff Associates' reasonable control. We propose to submit our draft report within 9 months of receiving NTP.

Data Necessary from Northlake

Halff will require the following information and data from the Town (unless already available to Halff):

- List of all existing and proposed metered and unmetered water service connections by size;
- List of all existing and proposed sewer connections by type;
- The Town's current Land Use and/or Zoning Map and Comprehensive Plan;
- Copies of preliminary and final plats approved in the last two years;
- Copy of the current water purchase agreement with the City of Fort Worth and UTRWD;
- Copy of the current wastewater agreements with Trinity River Authority;
- Town-wide monthly water and wastewater usage rates for the last three years;
- Monthly water usage rates from the last three years for individual accounts;
- Monthly wastewater rates for the Town from the last three years;
- Actual cost information relating to water and wastewater infrastructure installed in the last 10 years and cost estimates for water and wastewater infrastructure currently planned or soon to be let;
- Fire hydrant testing.

Halff may request additional information from the Town to complete the proposed work. Where possible, data is preferred in electronic format.

Exhibit A
Engineering Services Agreement – Scope of Work
Northlake Water and Wastewater Impact Fee Study

Services Not Included in this Scope of Services

Additional services not included in this scope include:

- Capital improvement plans and impact fee analyses for infrastructure systems other than water and wastewater;
- Design services or preparation of construction documents;
- Property appraisal services;
- Survey services;
- Meetings with regulatory agencies or other political subdivisions, other than those specified;
- Meetings with Planning & Zoning, Town Council or other Public meetings beyond those quantified in this scope of work;
- Legal services of any kind.

Assumptions

This scope of services is based on the following assumptions.

- The Town will provide Halfp with the data necessary to complete the analysis, listed in Task A.
- The planning period for the capital improvements plans and impact fee analysis will be 10 years from the time that work commences, which is the maximum allowable [Ch 395.014(a)(6)].

End Exhibit A

ATTACHMENT “B” COMPENSATION

2022 Water and Wastewater Impact Fees Update

This Attachment “B” further defines the basis of compensation to the Consultant for the services rendered.

- I. **Basic Fee Services** - The basic fee for the services as described in Attachment “A” Tasks 1 through 6 will be **\$194,200.00** which includes printing, direct costs and computer charges normally associated with production of these services.

These services shall be billed lump sum monthly based on percent completion of the study tasks and may include partial payments of the total amounts designated for each of the items.

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

TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: FEBRUARY 10, 2022

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: FEBRUARY 10, 2022

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: FEBRUARY 10, 2022

ITEM: ADJOURNMENT

