

1. March 10, 2022 - AMENDED Agenda

Documents:

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

1.I. March 10, 2022 - AMENDED Agenda Packet

Documents:

[MARCH 10, 2022 - AMENDED AGENDA PACKET - WEB.PDF](#)

1.II. March 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

**AMENDED AGENDA**  
**NORTHLAKE TOWN COUNCIL**  
**REGULAR MEETING**  
**MARCH 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 March 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. **Intergovernmental Relations - Discussion of May Local Election Early and Election Day Voting Locations for Northlake Town Council and Argyle Independent School District**
- B. Presentation - Anniversary recognition to Daniel Hansen for five years of service to the Town of Northlake
- C. Presentation - Introduction of new Police Officers
- D. Briefing - Communications and Marketing Update
- E. Briefing - St. Peter Annexation Process
- F. Briefing - Northlake Wholesale Water Supply and Wholesale Sewer Treatment Capacity Planning

**3. PUBLIC INPUT**

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#### **4. CONSENT ITEMS**

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

- G. Consider approval of the Town Council Meeting Minutes for February 10, 2022
- H. Consider acceptance of the Northlake Police Department Racial Profiling Report for 2021
- I. Consider Resolution 22-10, approving and authorizing the Town Manager to enter into Interlocal agreement with the Town of Argyle, City of Bartonville, City of Keller, City of Southlake, and City of Watauga, to provide for the formation of a Crash Reconstruction Team ("Crash Team") comprised of Police Officers from each municipality
- J. Consider Resolution 22-11, declaring certain personal property owned by the Town of Northlake to be surplus property and authorizing the Town Manager to dispose of such property
- K. Consider Resolution 22-12, approving a Pioneer Program Grant in the amount of \$20,000 for S.A.S. Boutique and authorizing the Town Manager to enter into a Performance Agreement
- L. Consider Resolution 22-13, establishing a Program and approving a Chapter 380 Agreement with Northlake Innkeepers in the amount of \$250,000, to promote Economic Development and stimulate business and commercial activity in the Town of Northlake
- M. Consider Resolution 22-14, approving and authorizing the Town Manager to enter into Agreements for the purchase of police equipment in an amount not to exceed \$77,000

#### **5. ACTION ITEMS**

- N. Consider calling and authorizing a public hearing be held on March 24, 2022 at 5:30 p.m. at the Town of Northlake, 1500 Commons Circle, Suite 300, Northlake, Texas, 76226, in the Council Chambers, regarding the proposed annexation of St. Peter Church, located at 15701 Cleveland Gibbs Road
- O. Consider Resolution 22-15, creating a Capital Improvement Advisory Committee; appointing the Planning and Zoning Commission members to serve as the Capital Improvement Advisory Committee, appointing Ad Hoc Member from Town Extraterritorial Jurisdiction, establishing the duties of the committee; and providing for an effective date
- P. Consider awarding the bid and contract to AUC Group for equipment installation in amount of \$379,925, and equipment pre-purchase in amount of \$1,694,300 or lease in amount of \$289,200 annually
- Q. Consider Resolution 22-16, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc., for Public Project Tracker Maps in an amount not to exceed \$32,500

- R. Consider Resolution 22-17, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc., for the Alignment Study of Fort Worth Water Supply Lines in amount not to exceed \$50,000
- S. Consider Ordinance 22-0310A, Nunc Pro Tunc, correcting, ratifying, and, to the extent required, readopting certain fees as set out in Ordinance 15-0910C
- T. Consider Ordinance 22-0310B, amending Section 4.3 “Notice Requirements” and Article 5 “Zoning Districts” of the Unified Development Code (UDC) to require and set standards for the posting of signs on a property subject to a proposed zoning change. Case # UDC-22-001
  - a. Public Hearing
  - b. Consider approval
- U. Consider approval of an agreement with Guardian Association Management for exclusive lease of Hay Barn at Pooch Park in Canyon Falls to be subleased to the public
- V. 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

## 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 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.
  - ii. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367.
  - iii. Development and annexation of the Barr Tract on approximately 9 acres generally located south of Blair Road west of FM 156 in the extraterritorial jurisdiction of the Town
  - iv. Development and annexation of the Petrus Tracts on approximately 100.6-acre, 64.9-acre, 225.8-acre, 58.5-acre, and 168.4-acre tracts of land generally located north of Victory Circle, west of Harmonson Road, and east of FM 156 in the extraterritorial jurisdiction of the Town; the Henderson Tracts on approximately 102.9-acre, 24.9-acre, 10.2-acre, 5.5-acre, and 2.7-acre tracts of land generally located west of FM 156 and south of Harmonson Road in the

extraterritorial jurisdiction of the Town; and the Keith Tract on approximately 76.8-acre tract of land generally located east of Harmonson Road in Town limits.

- v. Development and annexation of the Gebert Tract on approximately 156.8-acre tract of land generally located west of FM 156 and north of Petty Place in the extraterritorial jurisdiction of the Town.
- vi. Oliver Creek Ranch Municipal Utility District of Denton County, generally located south of FM 1384 (Drop Road) partially in the extraterritorial jurisdiction of the Town, request for provision of water and wastewater service by the Town of Northlake.
- vii. Application and Intent to Obtain Water Quality Permit by TCCI Land Development for a proposed domestic wastewater treatment facility located approximately 0.3 miles southeast of the intersection of Blair Road and FM 156 in the extraterritorial jurisdiction of the Town.

**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*

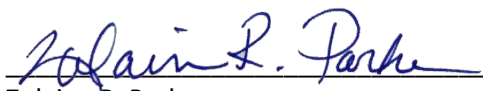
**8. ADJOURN**

**NOTE:** The Town Council reserves the right to adjourn into executive session at any time the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code Section 551.071 (Consultation with Attorney); Section 551.072 (Deliberations about Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices); 551.087 (Economic Development Negotiations).

**CERTIFICATION**

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above amended agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on March 7, 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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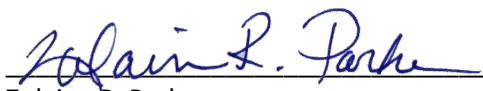
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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 1**

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**DATE:** MARCH 10, 2022

**ITEM:** CALL TO ORDER



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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 2**

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**DATE:** MARCH 10, 2022

**ITEM:** ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS



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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC. :** CALL/ORDER GENERAL MUNICIPAL ELECTION FOR MAY 7, 2022

**SUBJECT:** LOCAL ELECTION EARLY AND ELECTION DAY VOTING LOCATION IN  
CONJUNCTION WITH ARGYLE ISD AND DENTON COUNTY ELECTIONS



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### COUNCIL GOAL/OBJECTIVE

- Advance Northlake's Interests/Defend our municipal boundaries

### BACKGROUND INFORMATION:

- Council approved holding local election early and election day voting at Town Hall
- Council called general municipal election for Place 1, 2, and 3 on May 7, 2022
- Town anticipated sharing costs of voting location with Denton County and Argyle ISD
- Argyle ISD requested holding local election at Harvest Hall instead of Town Hall
- Denton County Elections regulations:
  - Early voting can occur at multiple locations but cost sharing changes
  - Precincts can share election day voting locations
  - Election day voting can occur at only one location within a precinct
- Options for voting locations:
  1. Maintain Town Hall as early and election day voting location
  2. Move early and election day voting location to Harvest Hall
  3. Early voting at Town Hall and Harvest Hall, and election day at Harvest Hall

### COUNCIL DIRECTION:

- Determine locations for early and election day voting for local elections

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:**

**SUBJECT:** RECOGNITION OF FIVE YEARS OF SERVICE – SGT. HANSEN  
AND NEW OFFICER RECOGNITION



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**STRATEGIC GOALS/OBJECTIVES:**

- Protect the Public/Maintain a safe community with the support of diligent and aware residents
- Define Future Amenities/Develop highly trained and expert Town staff

**BACKGROUND INFORMATION:**

- Recognition of Sergeant Daniel Hansen for five years of service to Town of Northlake
- Introduction of new officers in the Police Department:
  - o Officer Craig Erlanson
  - o Officer Austin Nogle
  - o Officer Benjamin Adams

**COUNCIL ACTION:**

- No action needed



IN RECOGNITION AND APPRECIATION  
COMMEMORATING FIVE YEARS OF  
EXEMPLARY SERVICE TO THE  
TOWN OF NORTHLAKE

This plaque is presented to

***Daniel Hansen***

Police Sergeant  
Northlake Police Department  
2017 - 2022



By

David Rettig - Mayor

Brian Montini - Mayor Pro Tem

Rena Hardeman - Council Member

Michael Ganz - Council Member

Roger Sessions - Council Member

Bill Moore - Council Member

Wes Boyer - Council Member

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**COUNCIL ACTION:**

- No action needed

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:** NORTHLAKE BRAND GUIDELINE

**SUBJECT:** MARKETING AND COMMUNICATIONS UPDATE



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### GOALS/OBJECTIVES:

- Reinforce Our Identity/Add beautification measures to roads and community entrances
- Define Future Amenities/Prioritize Town-provided services
- Define Future Amenities/Provide advance technology to survey, track and deliver citizen services

### BACKGROUND INFORMATION:

- Present current social media and website analytics and trends
- Provide information regarding advertising strategies
  - Digital Billboards
  - Newspaper Advertising
  - Council Meeting Recap
- Update on projects in progress
  - Police Vehicle Logo
  - Sign Kiosk Upgrade
  - Entry Monumentation Request for Proposals
- Seek input on upcoming projects
  - Biannual Resident Survey
  - Potential community event – Farmers Market

### COUNCIL DIRECTION:

- Resident Survey questions
- Farmers Market interest and preferences

TOWN OF NORTHLAKE

# MARKETING & COMMUNICATIONS

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MARCH 10, 2022





*Marketing & Communications*

# DEPARTMENT OVERVIEW

## CORE FUNCTIONS

- Plans and manages the development, implementation, and administration of corporate communication and marketing for the Town.
- Develops corporate communication and marketing initiatives to promote the Town's brand identity.
- Fosters involvement and heightens awareness of municipal programs, services, initiatives and events.
- Manages Town websites and social media.



*Marketing & Communications*

# DEPARTMENT OVERVIEW

## COUNCIL GOAL ALIGNMENT

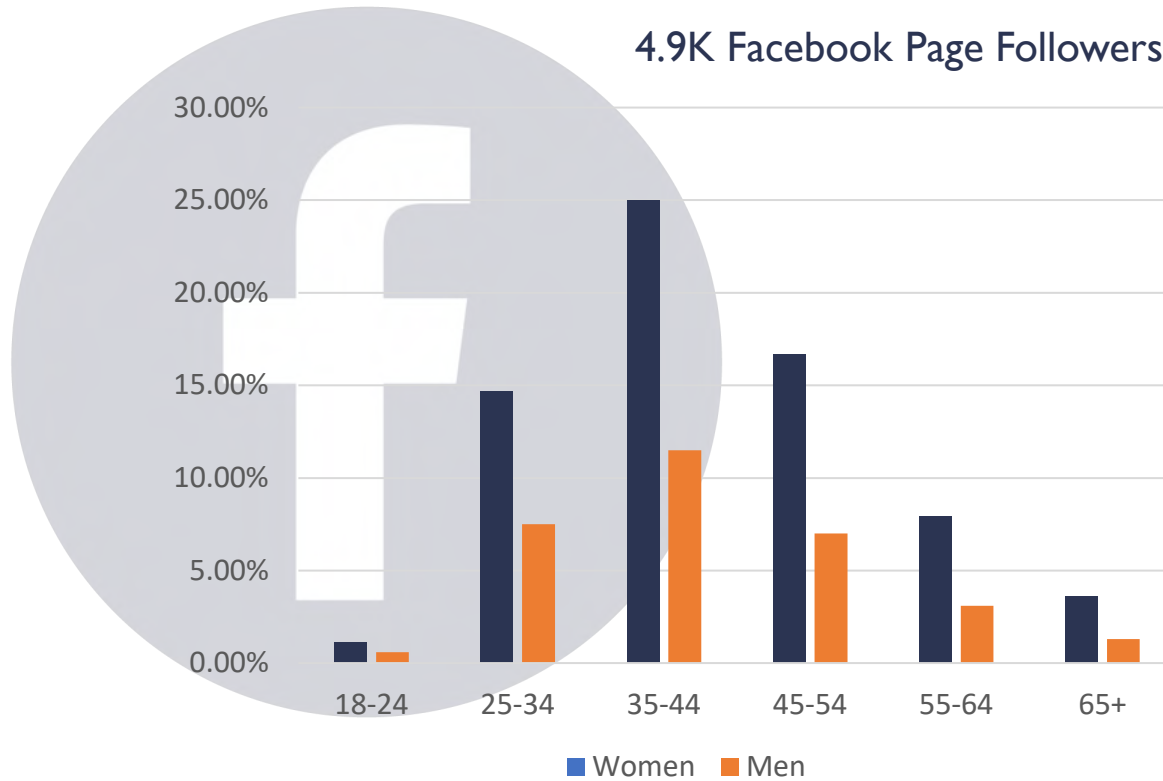
- Reinforce our Identity/Add Beautification Measures to Roads and Community Entrances
- Define Future Amenities/Prioritize Town-Provided Services
- Define Future Amenities/Provide Advanced Technology to Survey, Track and Deliver Citizen Services



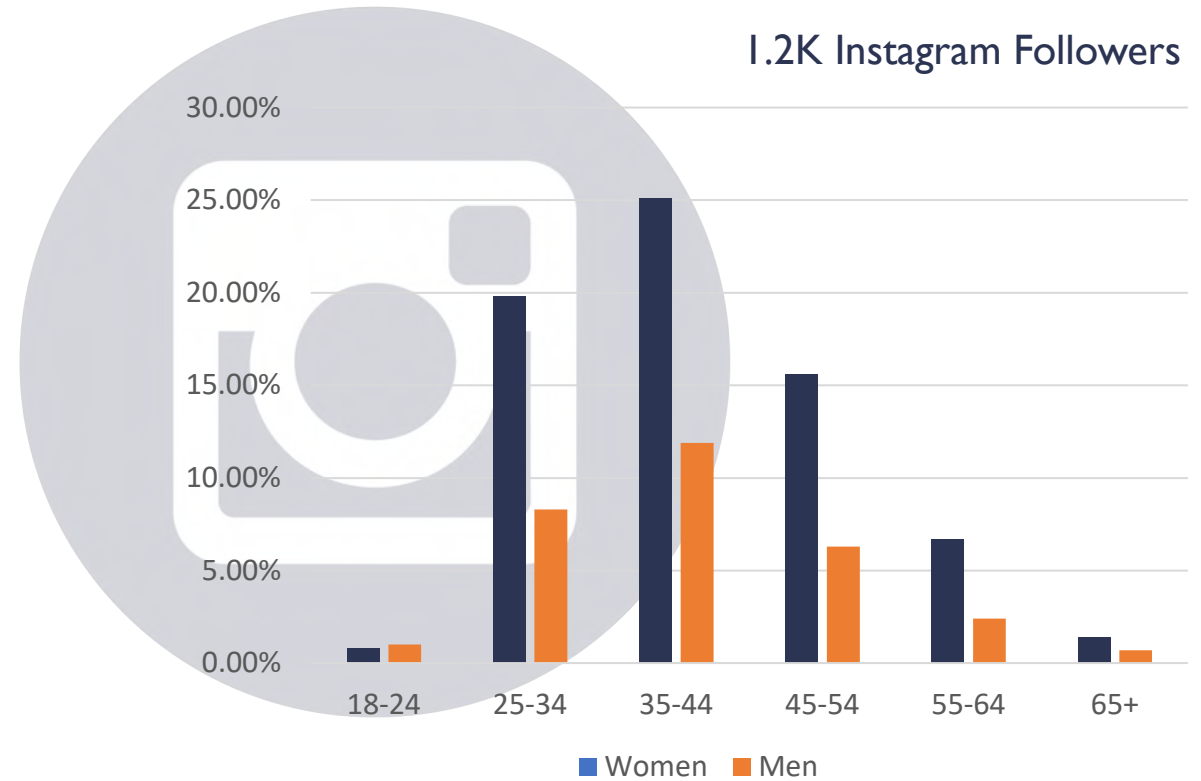
Marketing & Communications

# SOCIAL MEDIA FOLLOWERS

4.9K Facebook Page Followers



1.2K Instagram Followers



December 1 – February 28, 2022



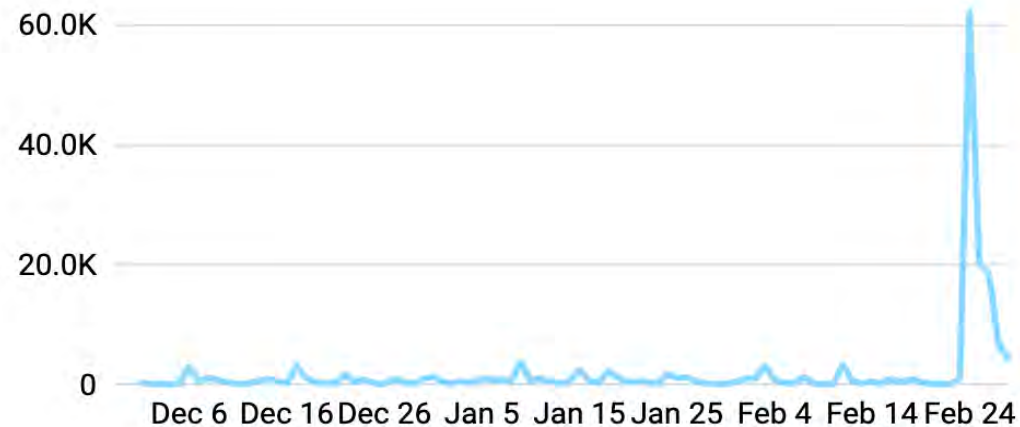
Marketing & Communications

# SOCIAL MEDIA REACH

December 1 – February 28, 2022

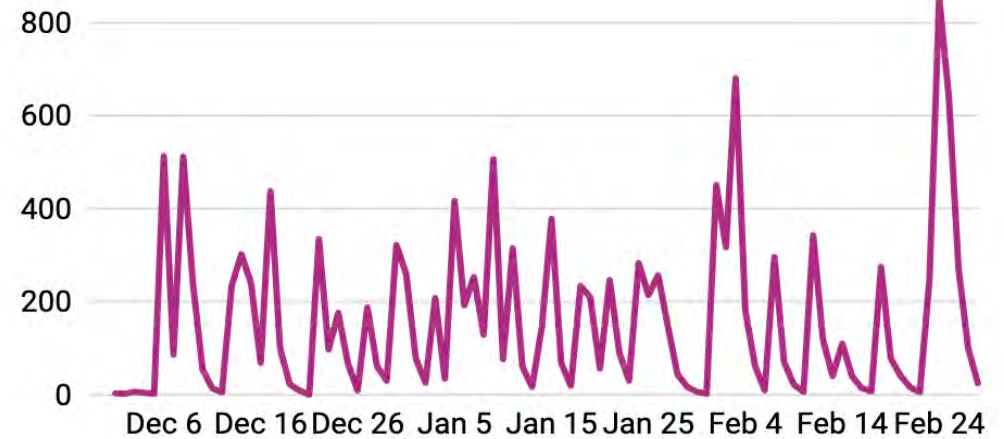
Facebook Page Reach ⓘ

103,042 ↑ 677.7%



Instagram Reach ⓘ

1,493 ↑ 37.2%





Marketing & Communications

# SOCIAL LIKES AND FOLLOWERS

December 1 – February 28, 2022

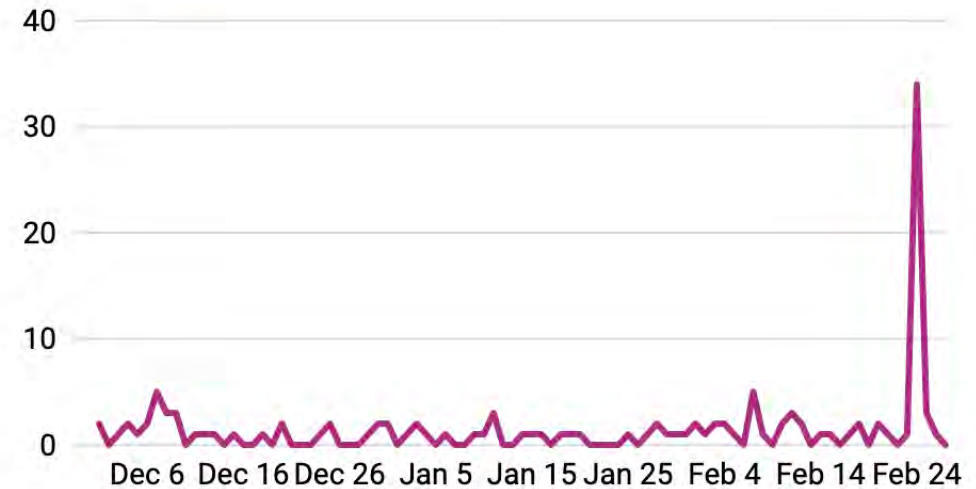
New Facebook Page Likes ⓘ

439 ↑ 215.8%



New Instagram Followers ⓘ

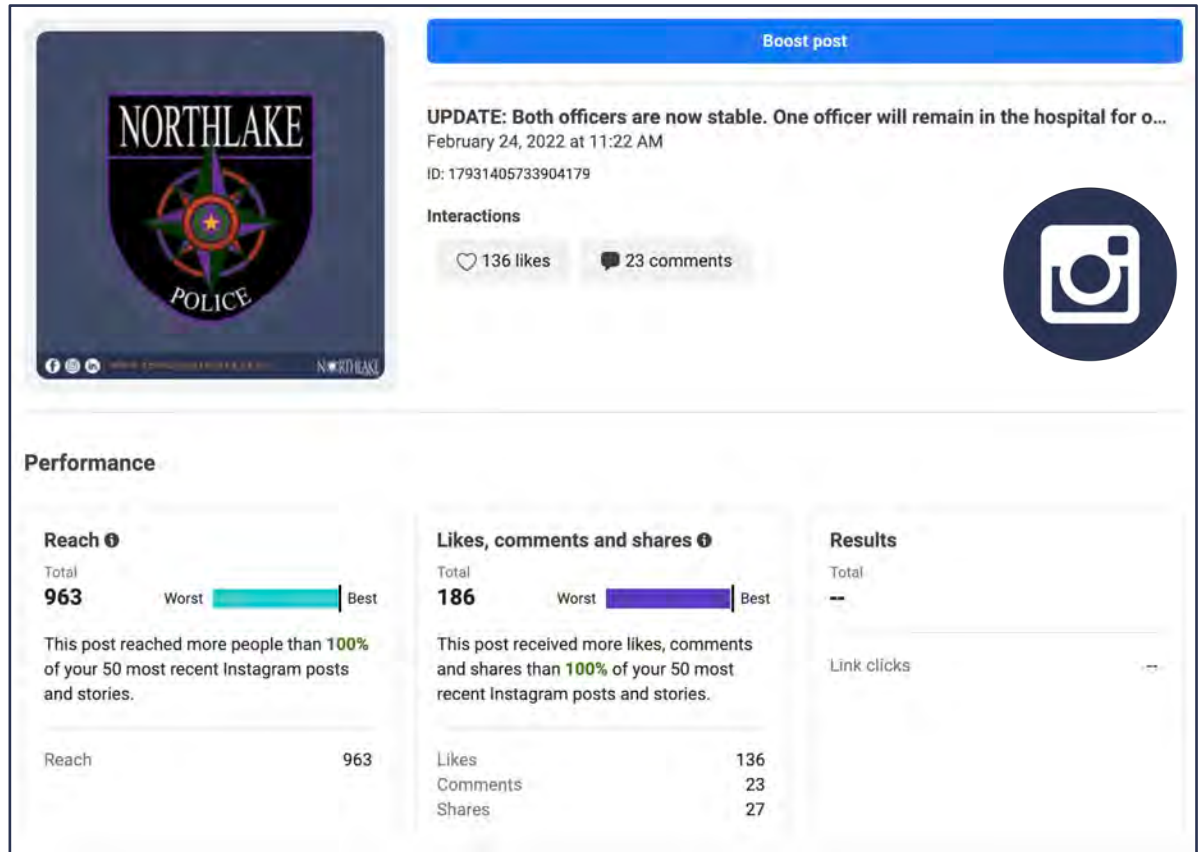
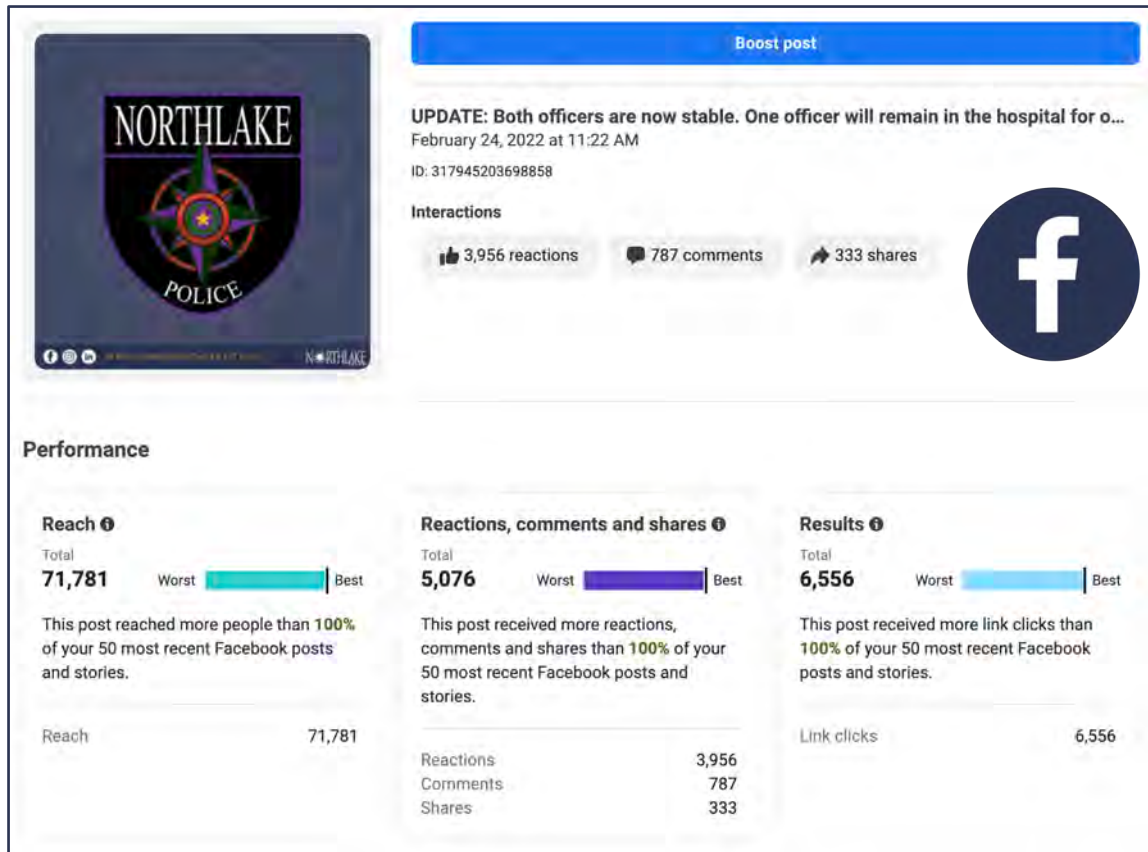
125 ↑ 11.6%





Marketing & Communications

# SOCIAL MEDIA TOP PERFORMERS



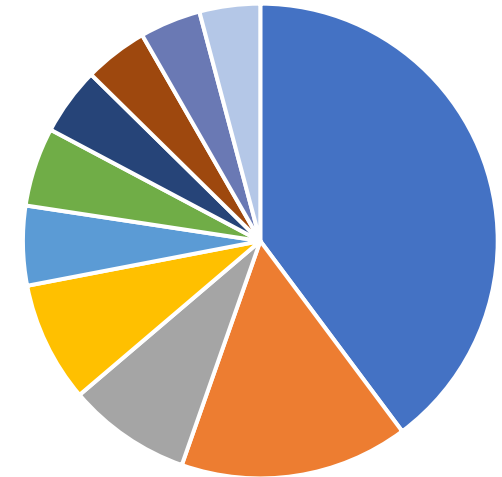


Marketing & Communications

# WEBSITE ANALYTICS

| PAGE                       | PAGE VIEWS | UNIQUE PAGE VIEWS |
|----------------------------|------------|-------------------|
| Home Page                  | 5219       | 4187              |
| Utility Bill Pay           | 2041       | 1481              |
| Jobs/Utility Billing Clerk | 1103       | 959               |
| Utility Billing            | 1076       | 892               |
| Jobs                       | 710        | 597               |
| Employment Opportunities   | 704        | 521               |
| Start a New Service        | 604        | 413               |
| Jobs/Police Officer        | 569        | 532               |
| Police Department          | 545        | 437               |
| Planning Development       | 542        | 413               |

January 15 - February 15, 2022



- Home Page
- Utility Bill Pay
- Jobs/Utility Billing Clerk
- Utility Billing
- Jobs
- Employment Opportunities
- Start a New Service
- Jobs/Police Officer
- Police Department
- Planning Development



Marketing & Communications

# COUNCIL RECAP NEWSLETTER



| DATE        | SENDS | OPENS | CLICKS |
|-------------|-------|-------|--------|
| January 13  | 99    | 65    | 4      |
| January 27  | 104   | 79    | 7      |
| February 10 | 132   | 85    | 1      |

- Delivered via Email
- Link Posted on Social Media
- Link Available on Website



Marketing & Communications

# DIGITAL BOARDS



Hwy 114 at I35W • January 14 - February 14, 2022

| PERFORMANCE | PLAYS  | IMPRESSIONS |
|-------------|--------|-------------|
| Delivered   | 93,361 | 127,136     |



Marketing & Communications

# DIGITAL BOARDS



- Current rotation includes new businesses and those coming soon to Northlake
- Average dwell time: 8 seconds
- Anticipated Impressions per day: 1,699

Hwy 114 at I35W • February 14, 2022

| PERFORMANCE | PLAYS | IMPRESSIONS |
|-------------|-------|-------------|
| Delivered   | 244   | 332         |



Marketing & Communications

# CROSSTIMBERS GAZETTE

## BRING YOUR BUSINESS TO NORTHLAKE

- Serve the growing number of residents and workforce in the Northlake market
- Prime commercial sites available for development and commercial space for lease
- Incentives available for large employers, restaurants and retail

Join our growing business development located at IH 35W and SH 114:

Amano Italian Bistro • Burgers & Curries • PJ's Coffee  
Rosa's Cafe • Texas Roadhouse • Wingstop • Resort Nail Bar

Coming Soon: Back Porch Draft House and Rocket Carwash

With even more development opportunities located at Northlake Commons on FM 407 in front of Harvest:

Papa John's • Bella Italia Bistro • Wow Donuts • PostNet • Northlake Dental  
It's a Paw Thang • Ridder Orthodontics

Coming Soon: Northlake Café and Northlake Color Lab



1500 COMMONS CIRCLE, SUITE 300 • NORTHLAKE, TEXAS 76226  
WWW.TOWN.NORTHLAKE.TX.US • 940.648.3290



- Mailed monthly free of charge to nearly 54,000 southern Denton County homes and businesses.
- Reaches over 136,000 residents.
- Delivered to every mailbox in Flower Mound, Highland Village, Lantana, Argyle, Bartonville, Canyon Falls, Copper Canyon, Double Oak, Harvest, Northlake and Robson Ranch and in newsstands across southern Denton County.
- \$556.75 Monthly



*Marketing & Communications*

# **POLICE VEHICLE WRAPS**

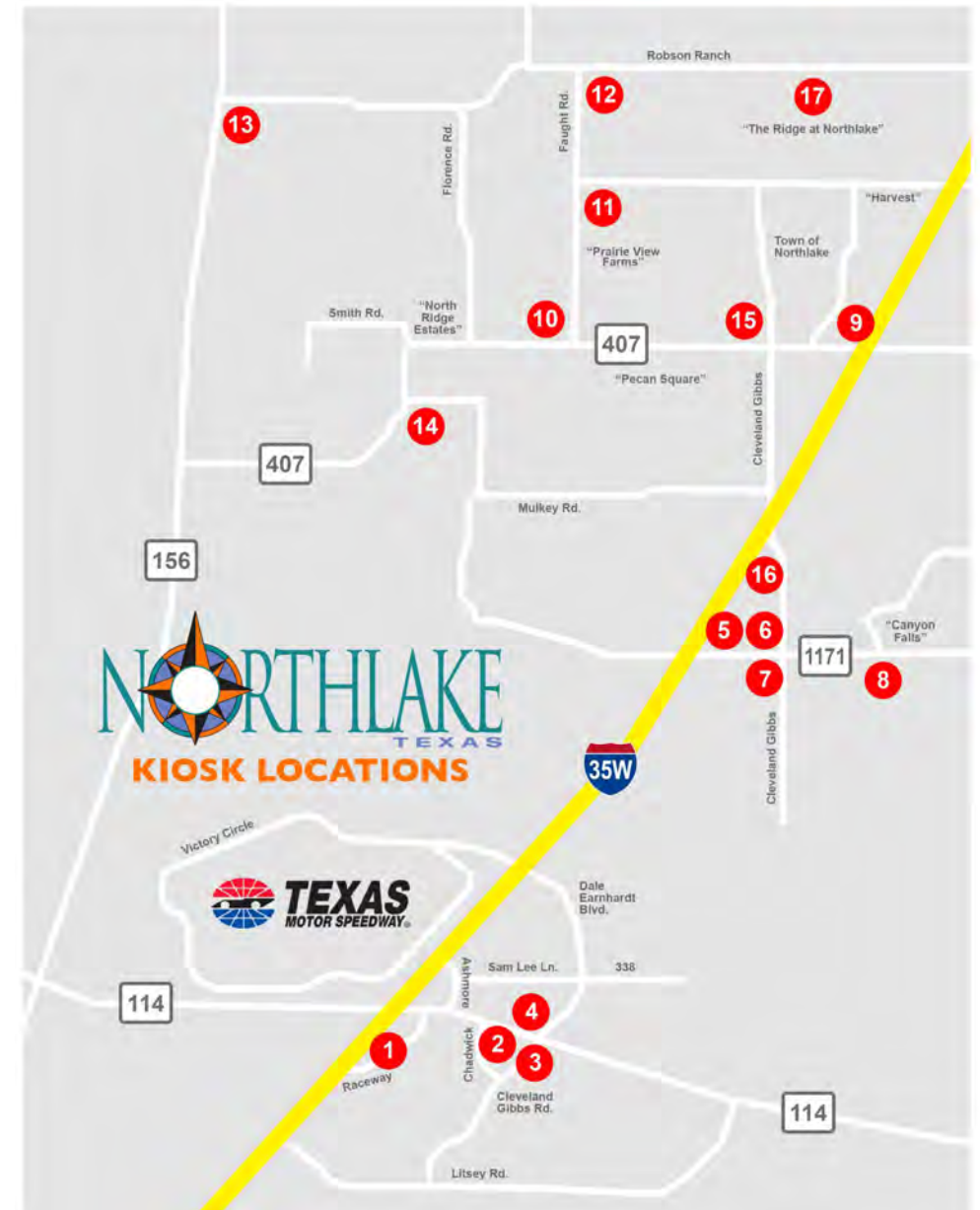
- Purple identifying color
- “POLICE” largest lettering, main focal point
- Utilizing same branding as the Town, but cool color palette
- Incorporate compass point



*Marketing & Communications*

# KIOSK UPGRADES

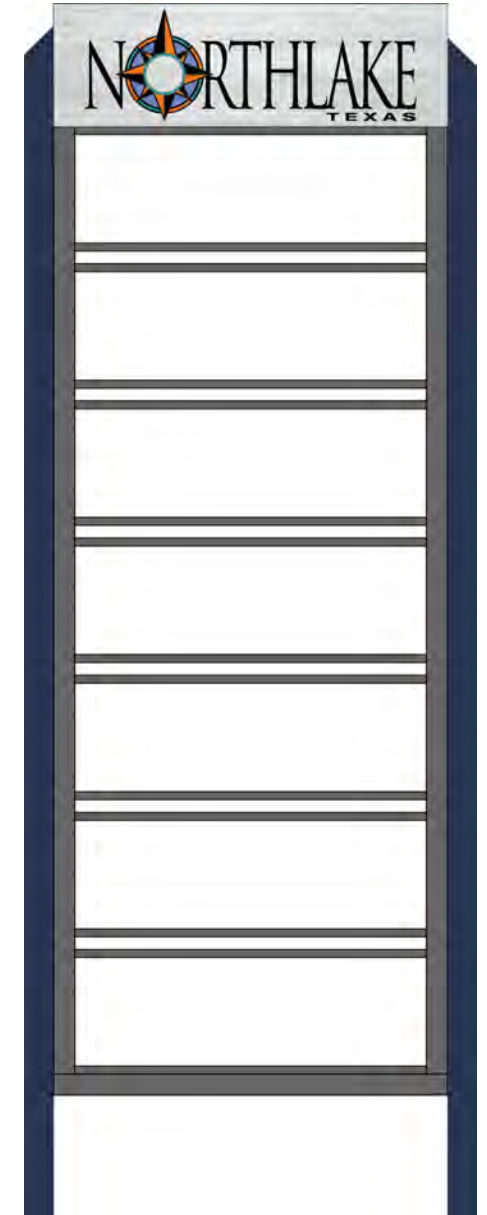
- 17 Signs
- Cost to advertise is \$50 per panel
- Town gets \$10 per panel
- Sign Central oversees selling panels, policing and maintenance
- Town profits approximately \$14,000 a year from kiosk signage
- Total cost of upgrades \$8,539.44





*Marketing & Communications*

# KIOSK UPGRADES





*Marketing & Communications*

# ENTRY MONUMENT TIMELINE

| DATE              | SCHEDULE OF EVENTS                                                           |
|-------------------|------------------------------------------------------------------------------|
| February 20, 2022 | Post RFP On the Town's Website                                               |
| February 20, 2022 | First Publication of The Request for Proposal in the Denton Record Chronicle |
| February 27, 2022 | Second Publication of The Request for Proposal in Denton Record Chronicle    |
| April 1, 2022     | Deadline for Questions, Clarifications, Or Interpretations                   |
| April 8, 2022     | Deadline for Responses to Questions, Clarifications, Or Interpretations      |
| May 2, 2022       | Proposal Deadline and Opening                                                |
| May 12, 2022      | Staff Presentation and Recommendation to Town Council                        |
| May 26, 2022      | Town Council Awards Contract                                                 |
| May 30, 2022      | Commencement of Services                                                     |



Marketing & Communications

# RESIDENT SURVEY

## FOCUS

- Resident Satisfaction
- Resident Preferences
- Economic Growth

| DATE | RESPONSES |
|------|-----------|
| 2020 | 567       |
| 2018 | 269       |
| 2015 | 138       |
| 2013 | 105       |
| 2010 | 81        |

## SAMPLE QUESTIONS:

- How would you rate the quality of life in Northlake?
- How would you rate the Northlake Police Department's visibility/presence in the Town?
- Do you feel like you receive enough information about Town of Northlake programs and services?
- Is there any specific content you would like to see included in the Town's social media feeds or website?
- What type of retail goods and services would you like to see locate in Northlake.

**PROPOSED SURVEY LAUNCH MAY 2022**



*Marketing & Communications*

# **FARMER'S MARKET**

## **PREFERENCES**

- Location: Town Commons
- Frequency / Day of the Week / Times
- Food Focused and/or Craft Items
- Vendor Ideas and Standards
- Booth Fees





*Marketing & Communications*

# FARMER'S MARKET

|                                  | LOCATION                                            | FREQUENCY                                                 |
|----------------------------------|-----------------------------------------------------|-----------------------------------------------------------|
| Flower Mound Farmers Market      | Parker Square, Flower Mound, TX                     | Sundays 10am-2pm                                          |
| Frisco Farmers Market            | 9215 John W Elliott Dr., Frisco, TX                 | Saturdays 8am-4pm, Sundays 10am-4pm                       |
| Saginaw Farmers Market           | 725 S. Knowles Drive, Saginaw, TX                   | Second & Fourth Saturday 8am-12pm                         |
| Grapevine Farmers Market         | Main Street, Grapevine, TX                          | Mon-Sat, 8am-8pm & Sunday 9am-6pm                         |
| Keller Farmer's Market           | Bear Creek Park, Keller, TX                         | April 23-October 29 on Saturdays 8am-Noon                 |
| Carrollton Artisans Market       | 2722 N Josey Ln, Carrollton, TX                     | Sundays 10am-2pm                                          |
| Pantego Farmer's Market          | Bicentennial Park, 3206 Smith Barry Rd, Pantego, TX | Every 4th Saturday 6-9pm Jan-Oct, Nov-Dec. Every 3rd Sat. |
| Cowtown Farmers Market           | 3821 Southwest Blvd., Fort Worth, TX                | Saturdays 8am-12pm                                        |
| Burleson Farmers Market          | Mayor Vera Calvin Plaza, Old Town Burleson, TX      | Saturdays 8am-1pm                                         |
| Dallas Farmers Market @ The Shed | 1010 S. Pearl Expressway, Dallas, TX                | Saturday 9am-5pm & Sunday 10am-5pm                        |
| Lake Dallas Farmers Market       | Lake Dallas City Hall, Lake Dallas, TX              | Saturdays 7am-12pm, April-October                         |

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:** TEXAS LOCAL GOVERNMENT CODE, SECTION 43.0671 AUTHORITY  
TO ANNEX OF AREA ON REQUEST OF OWNERS

**SUBJECT:** ST. PETER CHURCH PETITION TO VOLUNTARILY ANNEX



---

### GOALS/OBJECTIVES:

- Advance Northlake's Interests/Capture and incorporate ETJ as opportunities develop

### BACKGROUND INFORMATION:

- In 2020, City of Ft. Worth agreed to release certain property into Northlake ETJ
- St. Peter Church in recently released area and petitioned Northlake to annex
- St. Peter Church existing water and sewer customer of Northlake
- St. Peter Church tax exempt religious organization, so no property tax impact

### NEXT STEPS:

- Call public hearing for voluntary annexation
- Advertise notice and post on Town website
- Adopt service agreement, hold public hearing, and annex property
- Future zoning change from Rural Residential (default) to Commercial

### COUNCIL ACTION:

- Call public hearing for March 24, 2022, to receive comment on annexation of St. Peter Church



15701 Cleveland Gibbs Road  
Roanoke, TX 76262  
817-491-2010  
stpeterfw.org

STATE OF TEXAS  
COUNTY OF DENTON

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

Saint Peter Lutheran Church of Fort Worth, Inc. (the "Owner"), the owner of approximately 10.963 acres of land described by metes and bounds in **Exhibit A** attached and incorporated herein (the "Property"), hereby petition the Town Council to annex the Property into the corporate limits of the Town of Northlake, Texas (the "Town") pursuant to Texas Local Government Code, Section 43.028.

Owner certifies that this petition is signed and acknowledged by all persons having an interest in the Property and further certifies that the Property is within the Town's extraterritorial jurisdiction, contiguous to the Town, and without residents or on which fewer than three qualified voters reside.

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

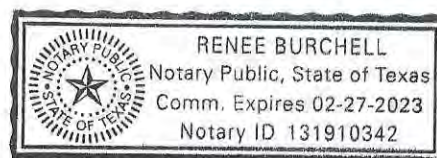
Owner:  
Saint Peter Lutheran Church of Fort Worth, Inc.  
a Texas 501c(3) corporation

By: Jeff Heath  
Name: Jeff Heath  
Title: President

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on the 7 day of February 2022,  
by Jeff Heath, known to me to be the person whose name is subscribed to the foregoing  
instrument, and acknowledged to me that he executed the same for the purposes and considerations  
therein expressed.

Renee Burchell  
Notary Public, State of Texas



# EXHIBIT "A"

## PROPERTY DESCRIPTION

STATE OF TEXAS:  
COUNTY OF DENTON:

BEING a tract of land situated in the Lewis Medlin Survey, Abstract No. 830, Denton County, Texas, being those tracts of land as described in deeds to Saint Peter Lutheran Church, recorded in 2009-111646 & 2009-11647, Official Records, Denton County, Texas (ORDCT), being a portion of Lot 1, Block 25 of the final plat of Lot 1X, Block 24 and Lot 1, Block 25, Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in 2010-2, ORDCT, and being more particularly described as follows:

BEGINNING at the most southerly clip corner of the intersection of the westerly line of Cleveland-Gibbs Road (120' R.O.W. per 2009-30, ORDCT) and the southwesterly line of Chadwick Parkway (60' R.O.W. per 2009-30, ORDCT);

THENCE along the westerly line of said Cleveland-Gibbs Road and the east line of said Lot 1, Block 25, as follows:

Southwesterly, along a curve to the left, having a radius of 1860.00 feet, a central angle of 19°39'50", an arc distance of 638.35 feet, and a chord that bears S 28°32'08" W, 635.22 feet to the end of said curve;

S 18°42'13" W, tangent to said curve, a distance of 22.35 feet to the most southerly corner of said Lot 1, Block 25 and the most easterly corner of said Lot 1X, Block 24 of said Chadwick Farms Addition;

THENCE departing the westerly line of said Cleveland-Gibbs Road, along the line common to the southerly and westerly line of said Lot 1, Block 25 and the easterly line of said Lot 1X, Block 24, as follows:

N 74°09'27" W, a distance of 272.49 feet;

N 53°46'13" W, a distance of 144.99 feet;

N 26°43'21" W, a distance of 113.17 feet;

N 36°18'19" W, a distance of 406.87 feet;

N 36°01'20" W, a distance of 26.19 feet to the northwest corner of said Saint Peter Lutheran Church tract recorded in 2009-11647, ORDCT;

THENCE N 70°53'08" E, departing the easterly line of said Lot 1X, Block 24, across said Lot 1, Block 25, along the northerly line of said Saint Peter Lutheran Church tracts, a distance of 750.46 feet to a point in the southwesterly line of said Chadwick Parkway (60' R.O.W. per 2009-218 & 2009-30, ORDCT), being the northeast corner of said Saint Peter Lutheran Church tract recorded in 2009-11646, ORDCT;

THENCE along the southwesterly line of said Chadwick Parkway and the northeasterly line of said Lot 1, Block 25, as follows:

Southeasterly, along a non-tangent curve to the left, having a radius of 1830.00 feet, a central angle of 08°25'54", an arc distance of 269.30 feet, and a chord that bears S 46°11'04" E, 269.06 feet to the end of said curve;

S 50°24'01" E, tangent to said curve, a distance of 119.66 feet;

S 05°56'22" E, a distance of 14.27 feet to the POINT OF BEGINNING and containing 477,561 square feet or 10.963 acres of land.

### NOTES:

1. The bearings hereon are referenced to the deed recorded under County Clerk's File No. 99-R0075117 of the Deed Records of Denton County, Texas.

2. This document was prepared under 22TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

**GOODWIN &  
MARSHALL &**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

*Joel S. Barton*

Scale: NONE

Date: 1/27/2022

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



Sheet  
1  
of  
3

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

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

GRAPHIC SCALE: 1"=200'

0 200 400



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

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

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

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

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

(REMAINDER)  
TRACT TWO

SEE SHEET 3  
FOR LINE AND  
CURVE DATA

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

**GOODWIN AND  
MARSHALL INC.**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

*Joel S. Barton*

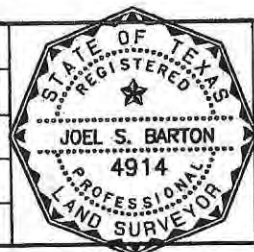
Scale: 1"=200'

Date: 1/27/2022

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.



Sheet

2  
of  
3

## EXHIBIT "A"

## LINE DATA

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S18 °42 '13"W | 22.35'   |
| L2   | N53 °46 '13"W | 144.99'  |
| L3   | N26 °43 '21"W | 113.17'  |
| L4   | N36 °01 '20"W | 26.19'   |
| L5   | S50 °24 '01"E | 119.66'  |
| L6   | S05 °56 '22"E | 14.27'   |

## CURVE DATA

| CURVE | RADIUS   | DELTA       | LENGTH  | CHORD BEARING | CHORD   |
|-------|----------|-------------|---------|---------------|---------|
| C1    | 1860.00' | 19 °39 '50" | 638.35' | S28 °32 '08"W | 635.22' |
| C2    | 1830.00' | 8 °25 '54"  | 269.30' | S46 °11 '04"E | 269.06' |

**GOODWIN &  
MARSHALL**

CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS

2405 Mustang Drive, Grapevine, TX. 76051

Metro (817) 329-4373

TBPLS FIRM No. 10021700

*Joel S. Barton*

Scale: NONE

Date: 1/27/2022

Job No.: 10313

Drafted: T. J. M.

Checked: J. S. B.

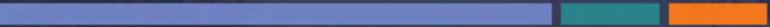


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of  
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TOWN OF NORTHLAKE

# ST. PETER ANNEXATION PROCESS



MARCH 10, 2022

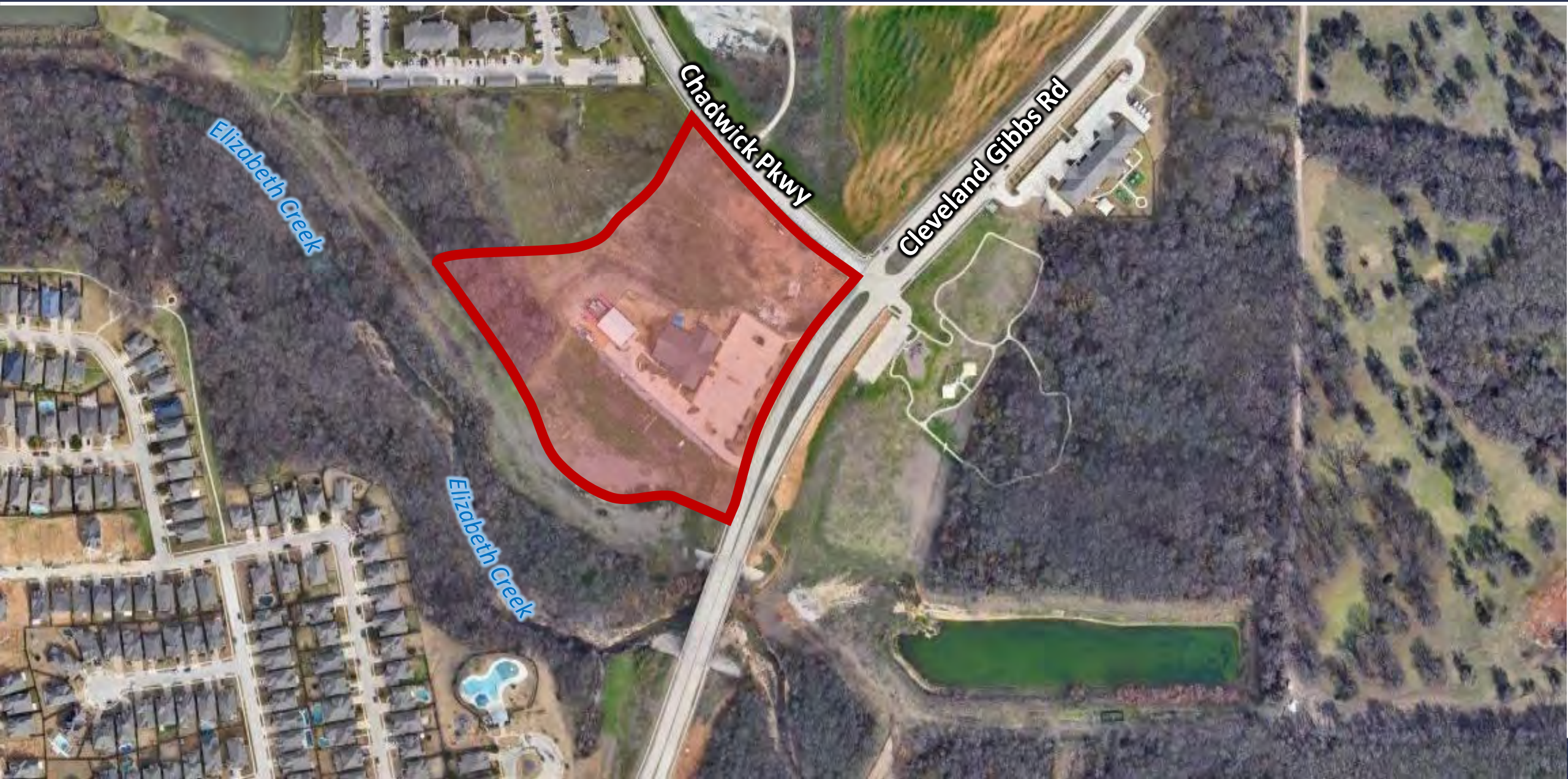


# ST. PETER ANNEXATION PROCESS

## Background:

- In 2020, City of Fort Worth agreed to release certain property into Northlake ETJ
- St. Peter Church in recently released area petitioned Northlake to annex
- St. Peter Church is an existing water and sewer customer of Northlake
- St. Peter Church is a tax-exempt religious organization, so there is no property tax impact

# ST. PETER CHURCH



# ST. PETER ANNEXATION PROCESS

## Timeline for Annexation:

- **March 10:** Call public hearing for March 10<sup>th</sup> Council Meeting
- **March 13:** Advertise notice of public hearing and post on Town website
- **March 24:** Public hearing at the March 10<sup>th</sup> Council Meeting; adopt service agreement; annex property
- **Future:** Zoning change from Rural Residential (default) to Commercial

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

---

**DATE:** MARCH 10, 2022

**REF. DOC.:** CUSTOMER CONTRACTS WITH FWWS, UTRWD, AND TRA

**SUBJECT:** WATER AND SEWER CAPACITY PLANNING



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### GOALS/OBJECTIVES:

- Invest in Infrastructure; Provide adequate/functional roadway system, including associated water, sewer, and drainage facilities
- Invest in Infrastructure/Extend water service to all areas that want it

### BACKGROUND INFORMATION:

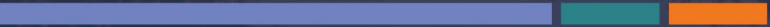
- Update from staff on various Town capital projects related to water and sewer capacity
- Phasing of water storage in north pressure plain and Public Works facility needs
- Wastewater treatment plant (WWTP) and sewer line status
  - Lease option of WWTP to remain within budget
  - Phase 1 sewer lines within budget
- Catherine Branch sewer line Phase 2 at 60% design, preparing easement documents
- Denton Creek main sewer trunk line
  - Option 3 preferred alignment
  - Award engineering design contract - \$2 M estimate
- Fort Worth Wholesale Water Supply additional 7 MGD capacity
  - Last opportunity to partner with developer and Fort Worth
  - Later option required parallel route without cost sharing
  - Upper Trinity option requires:
    - Consent from Upper Trinity, not currently in their planned area
    - Additional 7 MGD subscription, approximately \$4.2 M
    - Revision of water system master plan with additional storage and pipelines

### COUNCIL DIRECTION:

- Provide direction and input regarding projects with regional wholesale providers

TOWN OF NORTHLAKE

# Water and Sewer Capacity Planning



MARCH 10, 2022

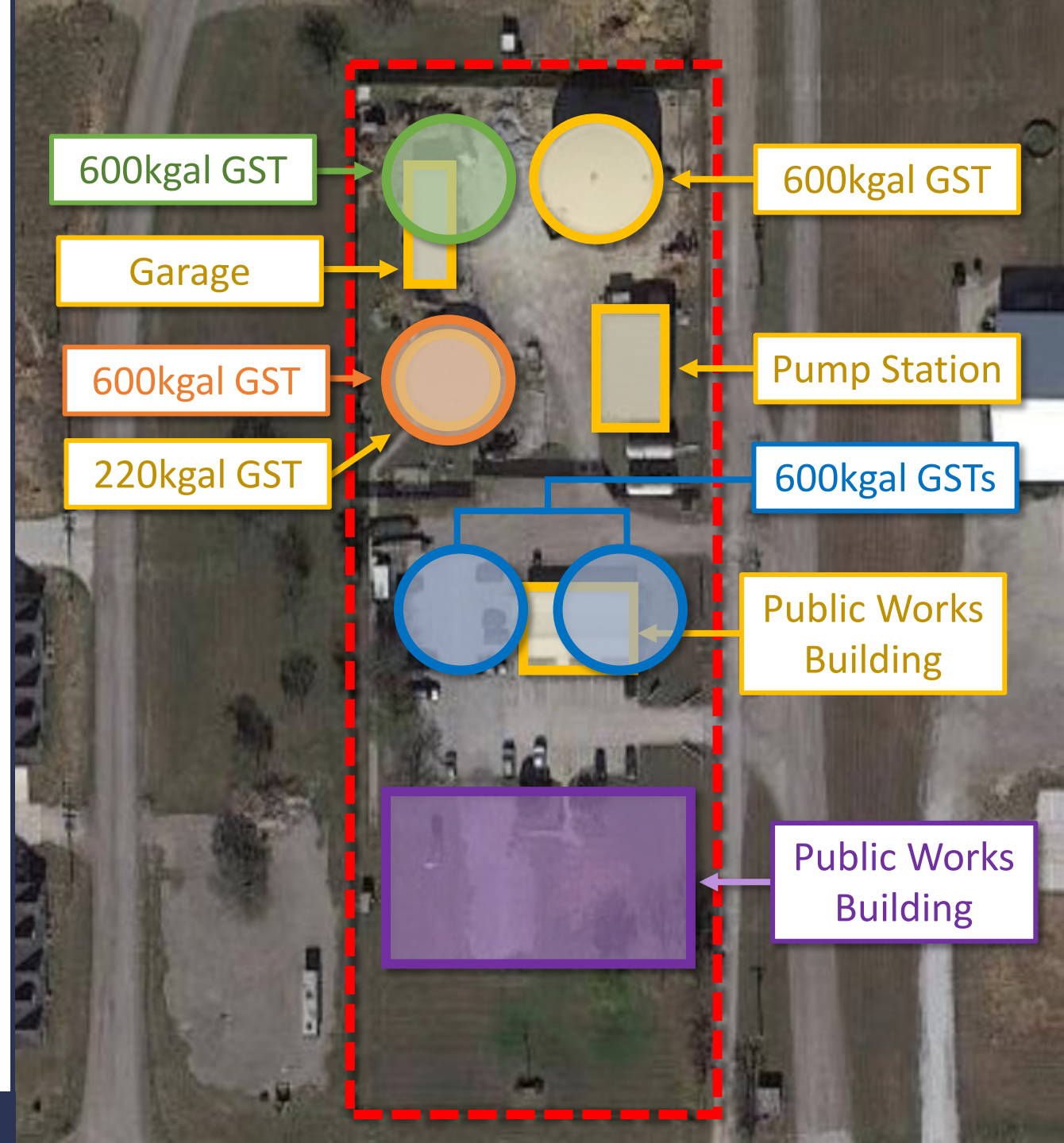


# PUBLIC WORKS BUILDING & WATER PLANT

- Upper Trinity Regional Water District (UTRWD) point-of-delivery (POD), pump station, 600k and 220k gallon Ground Storage Tanks (GST)
- Ultimate ground storage needs 2.6 M gallons
- Attempts to work with neighboring property owner unproductive
- Current equipment storage insufficient and poorly located
- Current 220k gallon GST requires replacement
- Pump station adequate space for ultimate pumping capacity
- Next phase – removal of 220k gal GST and construction of 600 gal GST

# PUBLIC WORKS BUILDING & WATER PLANT

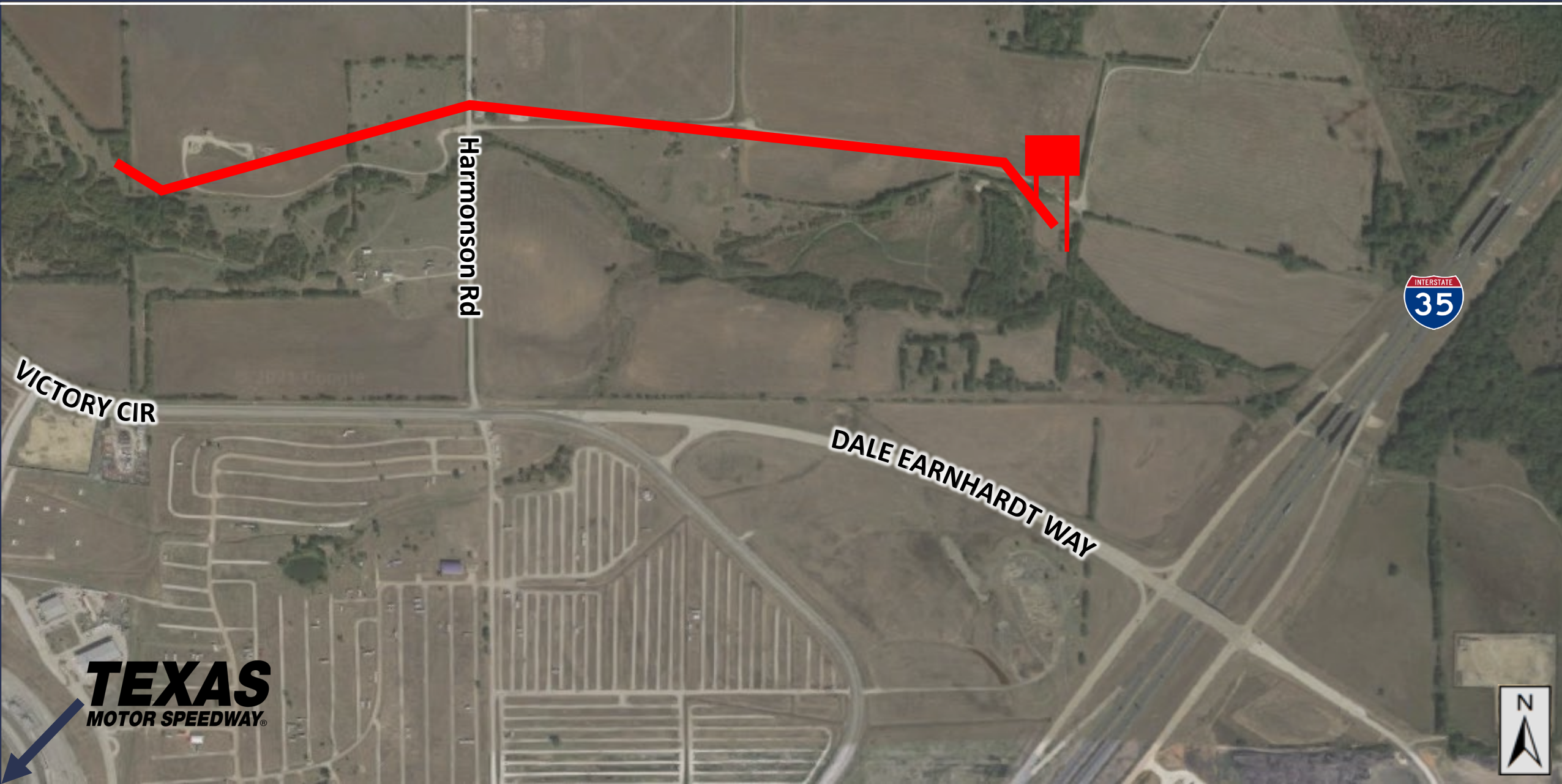
| Phase   | Description                                                           |
|---------|-----------------------------------------------------------------------|
| Current | Public Works building; garage; pump station; 220kgal GST; 600kgal GST |
| 1       | Remove 220kgal GST, replace with 600kgal GST (north acre)             |
| 2       | Construct new Public Works building with garage (south acre)          |
| 3       | Remove old garage, replace with 600kgal GST (north acre)              |
| 4       | Remove old building, replace with two 600kgal GSTs (middle acre)      |



# CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MGD) AND PHASE I SEWER LINE

- Public input period for 0.25 MGD TCEQ permit
- Bid received for 0.125 MGD initial WWTP module and improvements
  - Budget - \$2.4 million
  - Bid and recent estimates - \$4.1 million
  - Both include purchase of WWTP module (Bid - \$1,694,300)
- Option to lease WWTP module and fund from operations
  - \$289,200 annually lease payment
  - Buy out option at end of term
- Savings allow remaining WWTP project costs to stay within budget
- Remaining sewer line oversizing remains within budget

# CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MG) AND PHASE I SEWER LINE



# CATHERINE BRANCH WASTEWATER TREATMENT PLANT (0.5 MG) AND PHASE I SEWER LINE

## 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       |

# CATHERINE BRANCH WASTEWATER COLLECTION LINE PHASE 2

- Nearing 60% design status
- Coordination with affected property owners
  - Accommodating desired routes
  - Confirming depths at various critical points
- Draft easement documents to be presented to property owners

# CATHERINE BRANCH WASTEWATER COLLECTION LINE PHASE 2



# CATHERINE BRANCH WASTEWATER COLLECTION LINE PHASE 2

## Project Scope & Update

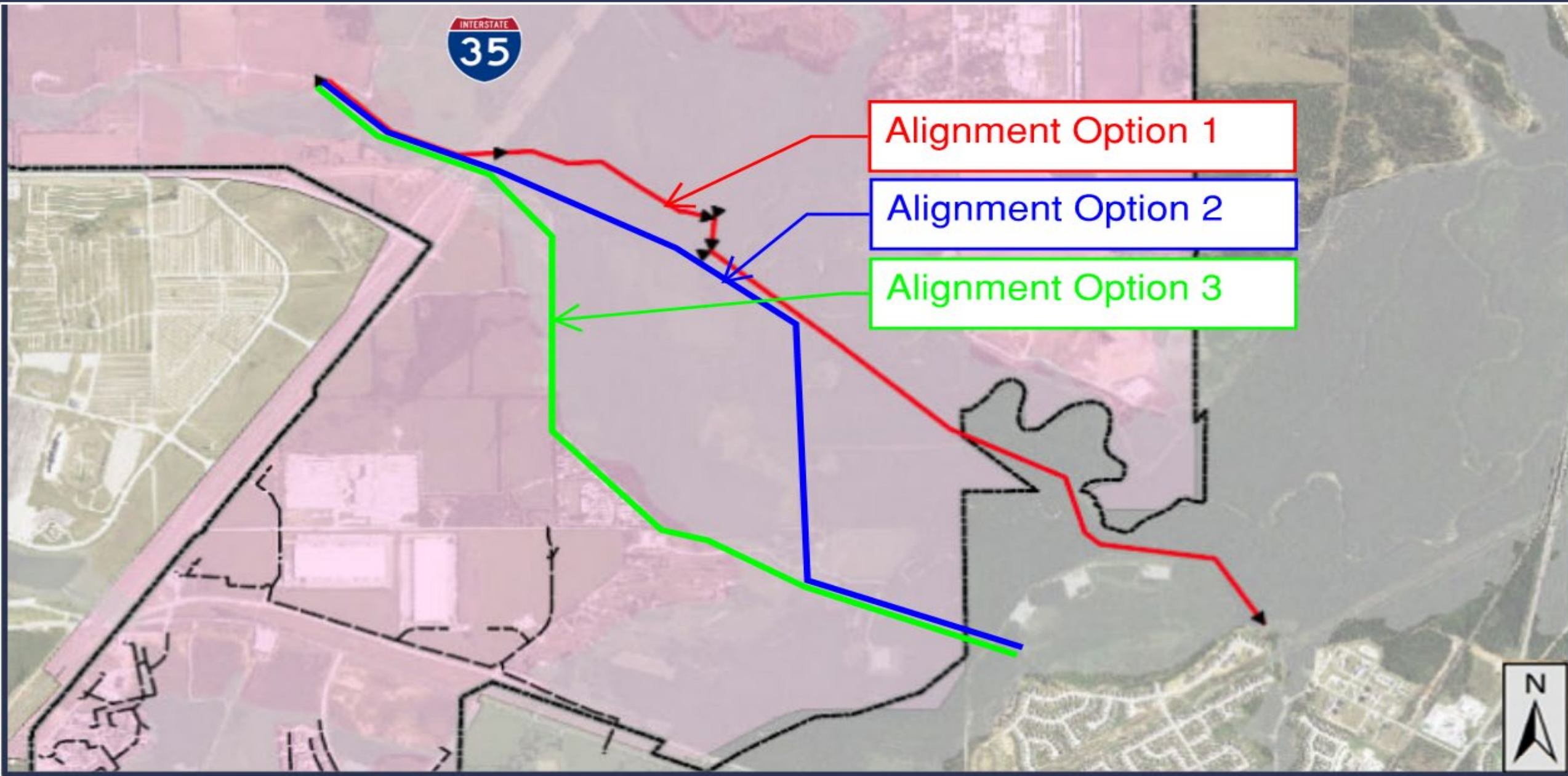
- Will incentivize and serve future commercial growth that will help diversify the Town's tax base
- Extends the Town's CCN to meet the needs of properties in the ETJ

| Status | Completion |
|--------|------------|
| Design | 2023       |

# DENTON CREEK WASTEWATER MAIN TRUNK LINE

- Option 3 preferred alignment
  - Least impact to Army Corps of Engineers
  - Least costly option in near-term
  - Provides connections to existing and potential customers
  - Lift station can be removed
  - Most costly option for service to north side of Denton Creek
- Meeting with Corps next to propose Option 3
- Award engineering design contract \$2M estimate

# DENTON CREEK WASTEWATER MAIN TRUNK LINE ROUTE STUDY



# DENTON CREEK WASTEWATER MAIN TRUNK LINE ROUTE STUDY

## Project Scope & Update

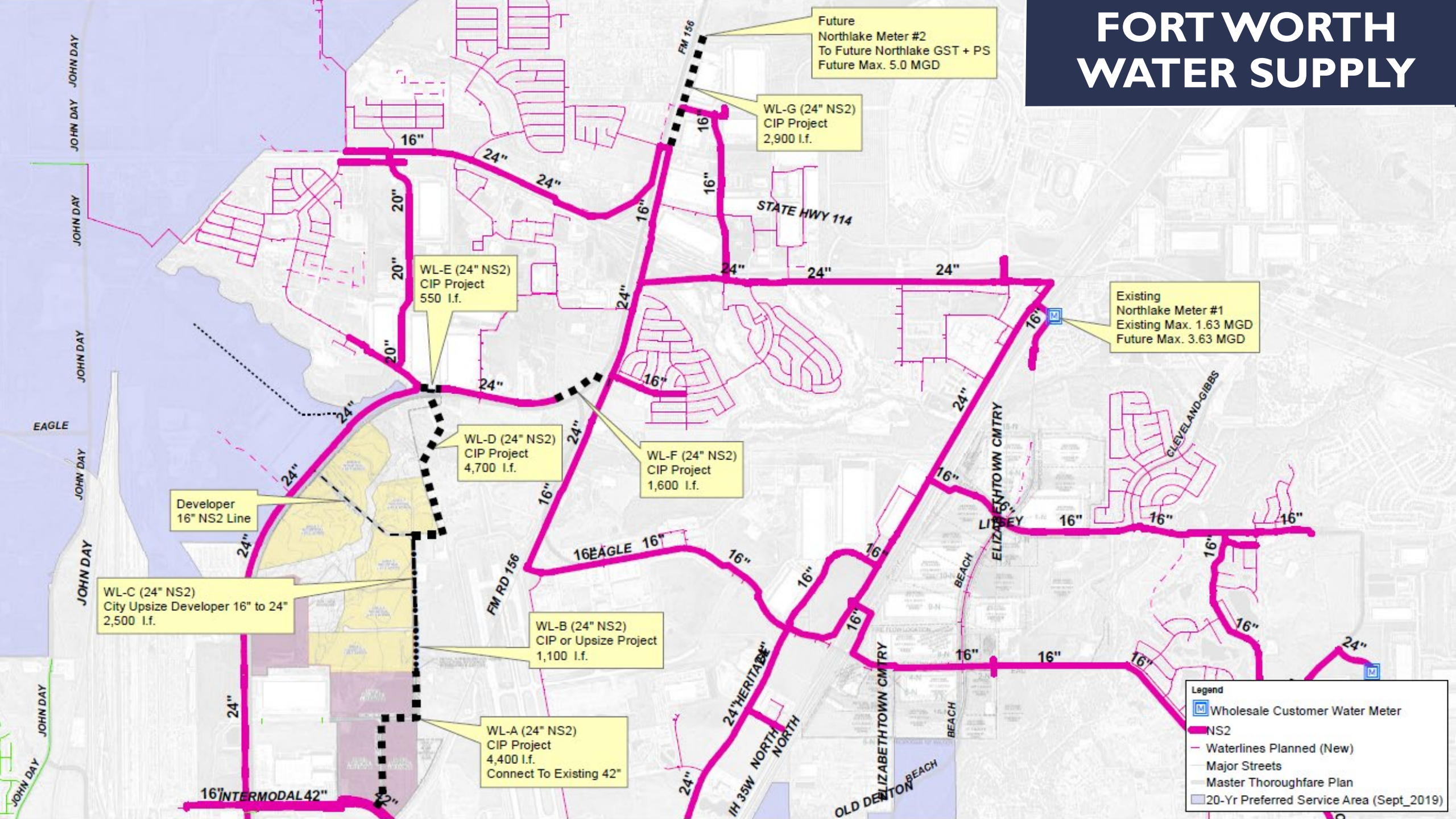
- Accommodate growth and increased sewer flows
- Connect Town system to TRA treatment plant in Roanoke
- Allow for retirement of wastewater treatment plants:
  - Pecan Square WWTP
  - Catherine Branch WWTP (future)

| Status      | Completion |
|-------------|------------|
| Route Study | 2022       |

# FORT WORTH WATER SUPPLY

- Current maximum wholesale water delivery by contract – 1.63 MGD
- Town needs additional 7 MGD water capacity from FW for buildout
- Last opportunity to partner with FW and developer
- Delaying capacity increase requires separate, parallel lines
- Additional capacity achieved via:
  - Oversizing planned lines
  - Purchasing capacity from existing water main
- FW gave approval for Town to begin alignment study - \$50K

# FORT WORTH WATER SUPPLY



# FORT WORTH WATER SUPPLY (PROPOSED PROJECT)

## WATER SUPPLY OPTIONS AND PROBABLE COST

| Water Line     | Total Cost          | Fort Worth Share   | Northlake Share    |
|----------------|---------------------|--------------------|--------------------|
| Existing 42"   | \$1,266,524         |                    | \$1,266,524        |
| Existing 24"   | \$360,228           |                    | \$360,228          |
| Segment A      | \$2,690,000         | \$1,214,266        | \$1,475,734        |
| Segment B      | \$642,000           | \$289,799          | \$352,201          |
| Segment C      | \$1,229,000         | \$554,771          | \$674,229          |
| Segment D      | \$2,860,000         | \$1,291,004        | \$1,568,996        |
| Segment E      | \$706,000           | \$318,688          | \$387,312          |
| Segment F      | \$1,182,000         | \$533,555          | \$648,445          |
| <b>TOTALS:</b> | <b>\$10,935,752</b> | <b>\$4,202,083</b> | <b>\$6,733,670</b> |

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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 3**

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**DATE:** MARCH 10, 2022

**ITEM:** PUBLIC INPUT



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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 4**

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**DATE:** MARCH 10, 2022

**ITEM:** CONSENT ITEMS





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

DAVID A. RETTIG, MAYOR

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

**NORTHLAKE TOWN COUNCIL  
REGULAR MEETING MINUTES  
FEBRUARY 10, 2022**

The Northlake Town Council convened in a Regular Meeting on January 27, 2022, at 5:32 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 5:32 p.m., and a quorum was present as follows:

- Roll Call:

|                                               |                         |
|-----------------------------------------------|-------------------------|
| David Rettig, Mayor                           | Roger Sessions, Place 4 |
| Rena Hardeman, Place 1 - Arrived at 5:40 p.m. | Bill Moore, Place 5     |
| Michael Ganz, Place 2                         | Wes Boyer, Place 6      |
| Brian Montini, Mayor Pro Tem                  |                         |

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

- Invocation was given by Pastor Matthew Harding, The Well Church of Argyle.
- The Pledge of Allegiance to the United States and Texas Flags was recited.

**2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS**

A. Briefing - Update on Denton County and Texas Department of Transportation Projects

The item was presented by John Polster, Consultant, and commentary followed. There was no direction provided as the item was for presentation purposes.

B. Briefing - Northlake Capital Projects Update

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

Following discussion, Town Council consensus was for staff to prepare scenarios regarding the potential partnership with the City of Fort Worth and present the findings at a future meeting.

C. Briefing - Fiscal Year 2022 Quarterly Financial Update

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

3. **PUBLIC INPUT**

The following public comments were received:

- Joel McGregor, address on file, regarding Fort Worth Water.

4. **CONSENT ITEMS**

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

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

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

NAYS (0): None

D. Consider approval of the Town Council Meeting Minutes for January 27, 2022

**APPROVED**

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

**APPROVED RESOLUTION NO. 22-06**

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

**APPROVED RESOLUTION NO. 22-07**

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

**APPROVED RESOLUTION 22-08**

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

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

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

- H. Consider Resolution 22-09, authorizing the Town Manager to enter into a Professional Services Agreement with Halff Associates for Utility Impact Fee Update, not to exceed \$200,000 (Impact Fee Funds)

**APPROVED RESOLUTION 22-09**

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

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

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

**6. EXECUTIVE SESSION**

The Town Council convened into an Executive Session at 7:29 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 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 Faight 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.

The Executive Session ended at 8:05 p.m., and no votes or actions were taken during the Executive Session.

**7. RECONVENE INTO OPEN SESSION**

Mayor Rettig reconvened the Regular Meeting at 8:07 p.m., to address any Council action regarding the items deliberated during Executive Session. The Council addressed the following:

- a.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 Faight Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and the development of the Charles Faight tracts totaling approximately 152.3 acres of land generally located north of Evelyn Lane, west of Faight Road, and south of Robson Ranch Road.

**APPROVED**

Council Member Sessions moved to approve the Development and Annexation Agreement and bring the Knox Property into the Town of Northlake for the consideration outlined in the agreement. Motion seconded by Council Member Ganz. Motion carried.

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

NAYS (0): None

**8. ADJOURN**

With no further business, Mayor Rettig adjourned the meeting at 8:12 p.m.

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David Rettig, Mayor

Attest:

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Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: \_\_\_\_\_

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:** TEXAS CODE OF CRIMINAL PROCEDURE ARTICLE 2.132

**SUBJECT:** 2021 TEXAS RACIAL PROFILING REPORT



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STRATEGIC GOALS/OBJECTIVES:

- Protect the Public/Maintain a safe community with the support of diligent and aware residents

BACKGROUND INFORMATION:

- All law enforcement agencies in Texas must submit a Racial Profiling Report to the governing body
- The report outlines traffic stops performed by Northlake Police Department (Jan.-Dec. 2021)

COUNCIL ACTION:

- Confirm receipt of report

ATTACHMENT:

- Northlake Police Department Racial Profiling Report 2021

# Racial Profiling Report | Full

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Agency Name: NORTHLAKE POLICE DEPT.

Reporting Date: 01/31/2022

TCOLE Agency Number: [REDACTED]

Chief Administrator: ROBERT E. CRAWFORD

Agency Contact Information:

Phone: (940) 648-4804

Email: rcrawford@town.northlake.tx.us

Mailing Address:

1600 COMMONS CIR

NORTHLAKE, TX 76226-1591

This Agency filed a full report

NORTHLAKE POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the NORTHLAKE POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the NORTHLAKE POLICE DEPT. if the individual believes that a peace officer employed by the NORTHLAKE POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the NORTHLAKE POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the NORTHLAKE POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
  - a. the race or ethnicity of the individual detained;
  - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
  - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
  - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
  - e. the location of the stop;
  - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
  - a. the Commission on Law Enforcement; and
  - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The NORTHLAKE POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133

(c), Code of Criminal Procedure during the reporting period.

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Executed by: Robert CRawford  
Chief of Police

Date: 01/31/2022

# Total stops: 5093

## Street address or approximate location of the stop

|                           |      |
|---------------------------|------|
| City street               | 1071 |
| US highway                | 2869 |
| County road               | 151  |
| State highway             | 970  |
| Private property or other | 32   |

## Was race or ethnicity known prior to stop?

|     |      |
|-----|------|
| Yes | 389  |
| No  | 4704 |

## Race / Ethnicity

|                                 |      |
|---------------------------------|------|
| Alaska Native / American Indian | 34   |
| Asian / Pacific Islander        | 120  |
| Black                           | 855  |
| White                           | 3047 |
| Hispanic / Latino               | 1037 |

## Gender

|                                 |             |
|---------------------------------|-------------|
| <b>Female</b>                   | <b>1657</b> |
| Alaska Native / American Indian | 4           |
| Asian / Pacific Islander        | 47          |
| Black                           | 284         |
| White                           | 1111        |
| Hispanic / Latino               | 211         |
| <b>Male</b>                     | <b>3436</b> |
| Alaska Native / American Indian | 30          |
| Asian / Pacific Islander        | 73          |
| Black                           | 571         |
| White                           | 1936        |
| Hispanic / Latino               | 826         |

## Reason for stop?

|                                 |           |
|---------------------------------|-----------|
| <b>Violation of law</b>         | <b>78</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 1         |
| Black                           | 12        |
| White                           | 40        |

|                                  |             |
|----------------------------------|-------------|
| Hispanic / Latino                | 25          |
| <b>Preexisting knowledge</b>     | <b>190</b>  |
| Alaska Native / American Indian  | 3           |
| Asian / Pacific Islander         | 1           |
| Black                            | 51          |
| White                            | 83          |
| Hispanic / Latino                | 52          |
| <b>Moving traffic violation</b>  | <b>2665</b> |
| Alaska Native / American Indian  | 21          |
| Asian / Pacific Islander         | 78          |
| Black                            | 436         |
| White                            | 484         |
| Hispanic / Latino                | 1646        |
| <b>Vehicle traffic violation</b> | <b>2160</b> |
| Alaska Native / American Indian  | 10          |
| Asian / Pacific Islander         | 40          |
| Black                            | 356         |
| White                            | 1278        |
| Hispanic / Latino                | 476         |

#### Was a search conducted?

|                                 |             |
|---------------------------------|-------------|
| <b>Yes</b>                      | <b>301</b>  |
| Alaska Native / American Indian | 1           |
| Asian / Pacific Islander        | 1           |
| Black                           | 93          |
| White                           | 111         |
| Hispanic / Latino               | 95          |
| <b>No</b>                       | <b>4792</b> |
| Alaska Native / American Indian | 33          |
| Asian / Pacific Islander        | 119         |
| Black                           | 762         |
| White                           | 2936        |
| Hispanic / Latino               | 942         |

#### Reason for Search?

|                                 |           |
|---------------------------------|-----------|
| <b>Consent</b>                  | <b>30</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 7         |
| White                           | 15        |

|                                   |            |                                          |       |
|-----------------------------------|------------|------------------------------------------|-------|
| Hispanic / Latino                 | 8          |                                          |       |
| <b>Contraband</b>                 | <b>15</b>  |                                          |       |
| Alaska Native / American Indian   | 0          |                                          |       |
| Asian / Pacific Islander          | 0          |                                          |       |
| Black                             | 4          |                                          |       |
| White                             | 5          |                                          |       |
| Hispanic / Latino                 | 6          |                                          |       |
| <b>Probable</b>                   | <b>146</b> |                                          |       |
| Alaska Native / American Indian   | 0          |                                          |       |
| Asian / Pacific Islander          | 0          |                                          |       |
| Black                             | 56         |                                          |       |
| White                             | 49         |                                          |       |
| Hispanic / Latino                 | 41         |                                          |       |
| <b>Inventory</b>                  | <b>81</b>  |                                          |       |
| Alaska Native / American Indian   | 1          |                                          |       |
| Asian / Pacific Islander          | 1          |                                          |       |
| Black                             | 18         |                                          |       |
| White                             | 30         |                                          |       |
| Hispanic / Latino                 | 31         |                                          |       |
| <b>Incident to arrest</b>         | <b>29</b>  |                                          |       |
| Alaska Native / American Indian   | 0          |                                          |       |
| Asian / Pacific Islander          | 0          |                                          |       |
| Black                             | 8          |                                          |       |
| White                             | 12         |                                          |       |
| Hispanic / Latino                 | 9          |                                          |       |
| <b>Was Contraband discovered?</b> |            | <b>Did the finding result in arrest?</b> |       |
| <b>Yes</b>                        | <b>171</b> | (total should equal previous column)     |       |
| Alaska Native / American Indian   | 0          | Yes 0                                    | No 0  |
| Asian / Pacific Islander          | 0          | Yes 0                                    | No 0  |
| Black                             | 60         | Yes 11                                   | No 20 |
| White                             | 60         | Yes 13                                   | No 27 |
| Hispanic / Latino                 | 51         | Yes 10                                   | No 22 |
| <b>No</b>                         | <b>130</b> |                                          |       |
| Alaska Native / American Indian   | 1          |                                          |       |
| Asian / Pacific Islander          | 1          |                                          |       |
| Black                             | 33         |                                          |       |
| White                             | 51         |                                          |       |
| Hispanic / Latino                 | 44         |                                          |       |

**Description of contraband****Drugs 116**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 45

White 36

Hispanic / Latino 35

**Weapons 6**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 4

White 2

Hispanic / Latino 0

**Currency 0**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 0

White 0

Hispanic / Latino 0

**Alcohol 34**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 11

White 11

Hispanic / Latino 12

**Stolen property 4**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 2

White 1

Hispanic / Latino 1

**Other 74**

Alaska Native / American Indian 0

Asian / Pacific Islander 0

Black 28

White 23

Hispanic / Latino 23

**Result of the stop****Verbal warning 2111**

|                                   |             |
|-----------------------------------|-------------|
| Alaska Native / American Indian   | 14          |
| Asian / Pacific Islander          | 50          |
| Black                             | 314         |
| White                             | 1453        |
| Hispanic / Latino                 | 280         |
| <b>Written warning</b>            | <b>462</b>  |
| Alaska Native / American Indian   | 3           |
| Asian / Pacific Islander          | 20          |
| Black                             | 77          |
| White                             | 291         |
| Hispanic / Latino                 | 71          |
| <b>Citation</b>                   | <b>2416</b> |
| Alaska Native / American Indian   | 16          |
| Asian / Pacific Islander          | 50          |
| Black                             | 433         |
| White                             | 1263        |
| Hispanic / Latino                 | 654         |
| <b>Written warning and arrest</b> | <b>60</b>   |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 21          |
| White                             | 21          |
| Hispanic / Latino                 | 18          |
| <b>Citation and arrest</b>        | <b>40</b>   |
| Alaska Native / American Indian   | 1           |
| Asian / Pacific Islander          | 0           |
| Black                             | 8           |
| White                             | 18          |
| Hispanic / Latino                 | 13          |
| <b>Arrest</b>                     | <b>4</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 2           |
| White                             | 1           |
| Hispanic / Latino                 | 1           |
| <b>Arrest based on</b>            |             |
| <b>Violation of Penal Code</b>    | <b>57</b>   |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |

|                                    |           |
|------------------------------------|-----------|
| Black                              | 16        |
| White                              | 16        |
| Hispanic / Latino                  | 25        |
| <b>Violation of Traffic Law</b>    | <b>19</b> |
| Alaska Native / American Indian    | 0         |
| Asian / Pacific Islander           | 0         |
| Black                              | 5         |
| White                              | 10        |
| Hispanic / Latino                  | 4         |
| <b>Violation of City Ordinance</b> | <b>0</b>  |
| Alaska Native / American Indian    | 0         |
| Asian / Pacific Islander           | 0         |
| Black                              | 0         |
| White                              | 0         |
| Hispanic / Latino                  | 0         |
| <b>Outstanding Warrant</b>         | <b>28</b> |
| Alaska Native / American Indian    | 1         |
| Asian / Pacific Islander           | 0         |
| Black                              | 10        |
| White                              | 14        |
| Hispanic / Latino                  | 3         |

**Was physical force resulting in bodily injury used during stop?**

|                                       |             |
|---------------------------------------|-------------|
| <b>Yes</b>                            | <b>0</b>    |
| Alaska Native / American Indian       | 0           |
| Asian / Pacific Islander              | 0           |
| Black                                 | 0           |
| White                                 | 0           |
| Hispanic / Latino                     | 0           |
| <b>Resulting in Bodily Injury To:</b> |             |
| Suspect                               | 0           |
| Officer                               | 0           |
| Both                                  | 0           |
| <b>No</b>                             | <b>5093</b> |
| Alaska Native / American Indian       | 34          |
| Asian / Pacific Islander              | 120         |
| Black                                 | 855         |
| White                                 | 3047        |
| Hispanic / Latino                     | 1037        |

**Number of complaints of racial profiling**

|                                       |   |
|---------------------------------------|---|
| Total                                 | 1 |
| Resulted in disciplinary action       | 0 |
| Did not result in disciplinary action | 1 |

**Comparative Analysis**

- Use TCOLE's auto generated analysis ☐
- Use Department's submitted analysis ☒

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:** TEXAS GOVERNMENT CODE CHAPTER 791

**SUBJECT:** INTERLOCAL COOPERATION AGREEMENT –  
POLICE CRASH RECONSTRUCTION TEAM



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### STRATEGIC GOALS/OBJECTIVES:

- Define Future Amenities/Partner with neighboring cities on projects of joint interest

### BACKGROUND INFORMATION:

- Northlake Police Department member of ad hoc Crash Reconstruction team
- Other members include Argyle, Bartonville, Keller, Northlake, Southlake, and Watauga
- Team responds to fatality and serious injury accidents to perform investigative and reconstruction tasks
- Chiefs of Police from municipalities wish to formalize team through agreement

### COUNCIL ACTION:

- Approve proposed resolution



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-10**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT WITH THE TOWN OF ARGYLE, CITY OF BARTONVILLE, CITY OF KELLER, CITY OF SOUTHLAKE, AND CITY OF WATAUGA, TO PROVIDE FOR THE FORMATION OF A CRASH RECONSTRUCTION TEAM ("CRASH TEAM") COMPRISED OF POLICE OFFICERS FROM EACH MUNICIPALITY**

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization for a municipality to contract with one or more local governments to perform governmental services; and

**WHEREAS**, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the formation and operation of a "Crash Team"; and

**WHEREAS**, the Town Council has determined that it is advisable and in the best interests of the Town of Northlake to authorize the Town Manager to enter into an Interlocal Agreement with the Town of Argyle, City of Bartonville, City of Keller, City of Southlake, and City of Watauga; and

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

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

**SECTION 2.** That the Town Council hereby authorizes the Town Manager to enter into an Interlocal Agreement, attached here to as Exhibit "A", with the Town of Argyle, City of Bartonville, City of Keller, City of Southlake, and City of Watauga, to provide for the formation and operation of a Crash Reconstruction Team ("Crash Team"); and further authorizes the Town Manager and Chief of Police to execute the Interlocal Agreement.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

Town of Northlake, Texas

\_\_\_\_\_  
David Rettig, Mayor

Attest:

\_\_\_\_\_  
Zolaina R. Parker, Town Secretary

# Crash Reconstruction Team INTERLOCAL AGREEMENT

STATE OF TEXAS

DENTON and TARRANT COUNTIES

This agreement, made and entered into by and between the City of Roanoke, a municipal corporation, located in Denton County, Texas, hereinafter, called "Roanoke"; the Town of Argyle, a municipal corporation, located in Denton County, Texas, hereinafter called "Argyle"; the Town of Northlake, a municipal corporation located in Denton County, Texas, hereinafter called "Northlake"; Town of Bartonville, a municipal corporation, located in Denton County, Texas, hereinafter, called "Bartonville"; the City of Southlake, a municipal corporation, located in Tarrant County, Texas, hereinafter, called "Southlake"; the City of Keller, a municipal corporation located in Tarrant County, Texas, hereinafter called "Keller", the City of Watauga, a municipal corporation located in Tarrant County, Texas, hereinafter called "Watauga". The afore-mentioned cities may be referred to in the Agreement collectively as the "Cities".

**WHEREAS**, the Interlocal Cooperation Act, Texas Government Code Chapter 791, provides authorization for any local government to contract with one or more local governments to perform governmental functions and services under the term of the Act; and

**WHEREAS**, the Cities mutually agree and have determined that there exists an on-going need for the creation and operation of a jointly operated and funded Crash Reconstruction Team (the "CRASH Team"); and

**WHEREAS**, the Agreement shall provide equal service of the CRASH Team to the Cities of this Agreement; and

**WHEREAS**, it is mutually advantageous to all the Cities to enter into the arrangement evidenced by the Agreement;

**NOW, THEREFORE**, for the consideration of the mutual covenants, agreements and benefits contained in the Agreement, the receipt and sufficiency of which are agreed to and acknowledged, the Cities agree as follows:

1. **INCORPORATION OF RECITALS.** The recitals and findings stated above are hereby found to be true and correct and are incorporated into the Agreement in their entirety.
2. **EFFECTIVE DATE OF AGREEMENT; TERM: CONSIDERATION.**
  - a. **Effective Date of Agreement.** The term of the Agreement shall become effective upon the approval by the governing bodies for all of the Cities, respectively and shall commence upon the date the last City executes the Agreement.
  - b. **Term.** The term shall be for one (1) year and the Agreement shall renew for successive one (1) year terms automatically unless any one (1) or more of the Cities shall provide its written notice of non-renewal to all other Cities at least ninety (90) days prior to the expiration of the then-existing term:
  - c. **Consideration.** This Agreement is executed by the parties hereto without coercion or

## Crash Reconstruction Team INTERLOCAL AGREEMENT

duress and for substantial consideration, the sufficiency of which is forever confessed.

3. GOVERNING BODY AUTHORIZATION AND APPROVAL. Prior to execution below, the Agreement has been authorized by the Cities at a duly-called and legally noticed public meetings by resolution, pursuant to §791.011 (d) (1) of the Texas Government Code.
4. GRANTS OF AUTHORITY AND JURISDICTION. For law enforcement purposes and jurisdiction associated with the Agreement, peace officers of the Cities are granted full peace officer authority throughout the Cities.
5. DESIGNATION OF CRASH TEAM AND REMOVAL OF CRASH TEAM MEMBERS.
  - a. Each City shall independently select and designate from its peace officers such officers that will be member(s) of the CRASH Team in the following manner:
    - i. Team Member Designation. Each City to the Agreement shall determine the procedures and methods by which individual peace officers are selected to be a member of the CRASH Team as determined by the Chief of Police of each City, respectively. The Chief of Police of each City respectively may change the number and designation of peace officers or other personnel by written notice to the Chiefs of Police of the remaining Cities.
    - ii. Member Requirements. Each member designated by their department must hold an Advanced Collision certificate, or obtain one within one budget year. A Reconstruction certificate must be obtained within two budget years.
      1. The only exception to this requirement is for current team members who were members before May 1, 2021 and such exemption only applies for one year.
      2. Time before the next budget year is incorporated within the one budget year requirement.
    - iii. Team Commander Designation. Police Chiefs of the Cities shall jointly designate one peace officer to serve as the CRASH Team Commander (the "Commander"). The CRASH Team shall report to and be supervised by the CRASH Team Commander, who shall report jointly to the Chiefs of Police of the Cities. It is the preference of the Cities that the designation of Commander be reached by unanimous agreement, but if that is not possible, then the choice may be made by a majority vote of the Police Chiefs of the Cities.
  - b. Each City agrees that in matters involving possible removal of their personnel from the CRASH Team, that the Commander and the City member's Chief of Police will meet on the matter and discuss any corrective alternatives prior to any removal.

## Crash Reconstruction Team INTERLOCAL AGREEMENT

### 6. CRASH TEAM SUPERVISION.

- a. Operations: The day-to-day supervision of the CRASH Team in regard to operations will be the responsibility of the Commander.
- b. Administration: Matters involving expenditure of funds, and all other administrative matters shall be made by the individual Police Chiefs of the Cities. Matters involving any future joint use of funds, grant applications, or other administrative matters that would involve the Cities jointly will be made jointly by the Police Chiefs of the Cities, provided that the Police Chiefs cannot obligate their City in regard to an expenditure of funds beyond that which has been agreed to in this Agreement.

### 7. CRASH TEAM RESPONSIBILITIES.

- a. The CRASH Team is responsible for responding to investigate crashes that result in a fatality, a fatality is likely to occur, or serious bodily injury. Crashes involving police/emergency vehicles resulting in serious bodily injury, and other crashes as determined and directed by the Chiefs of the Cities.
- b. The CRASH Team will take lead on the investigation and work directly with the affected agency's CID personnel on-scene to investigate and process the scene.
- c. The CRASH Team will forward all investigative findings to the affected agency and be available for any follow-up investigation and court testimony.

### 8. FUNDING AND EXPENDITURES.

- a. Funds for expenditures related to salary, benefits, equipment, supplies and operation, as listed in Exhibit A, attached hereto and incorporated as if set forth fully herein, of the CRASH Team shall be provided by the respective Cities.
- b. As required by the Act, the Cities acknowledge and agree that funding under the Agreement will be made from current revenues available to each City. Funds for the participation in, and the obligations of, the Agreement have been made or will be made, in successive years, provided and approved, through the respective annual budgets approved by the City Councils of the Cities.

9. EFFECT OF TERMINATION. Upon any termination of the Agreement, each item of equipment purchased for the CRASH Team shall be owned and kept by the purchasing City. If items are jointly purchased or obtained by a grant at some future date, the Cities will establish the procedures regarding where the item is kept and which agency will retain possession at the termination of this Agreement and other matters at the time the funding is sought or the item is purchased.

### 10. PUBLIC INFORMATION OFFICER.

- a. Media Relations During Incident. The City and law enforcement agency with primary jurisdiction during any specific operations of the CRASH Team will be responsible for overall media relations for that specific operation, although that agency may request assistance from any other agency in regard to media operations.
- b. Public Information Requests. Each city shall be responsible for public information

## Crash Reconstruction Team INTERLOCAL AGREEMENT

requests that are delivered to that City; however, if a public information request involves an operation of the CRASH Team and is made of more than one city and requires a coordinated response, the City with primary jurisdiction over the event will coordinate the response. The Cities agree that they will comply with the Texas Public Information Act, including any applicable exceptions. The Cities agree that, pursuant to §552.117 of the Texas Government Code, the Cities will not release information that they may possess or have access to, regarding the home addresses, telephone numbers or family information about the peace officers of other Cities, to the extent allowed by law.

11. INCORPORATION OF OTHER DOCUMENTS. This Agreement incorporates the following documents:
  - a. Exhibit "A" attached hereto and incorporated herein is included in this Agreement as if fully set out in the Agreement.
12. SEVERABILITY. If any portion of the Agreement is determined by a court of competent jurisdiction to be invalid for any reason, the remaining provisions shall remain in full force and effect.
13. SURVIVAL. Notwithstanding any termination of this Agreement, the following Sections and the terms and conditions contained therein, shall remain in effect: Sections 8 "Funding and Expenditures;" 9 "Effect of Termination;" 11 "Severability;" 12 "Survival;" 13. "Waiver by Party;" 14 "Entire Agreement; Amendment" 15 "Venue; State Law;" 19. "Liability; Sovereign Immunity."
14. ENTIRE AGREEMENT; AMENDMENT. The Agreement, including any and all Exhibits mentioned herein, constitutes the entire Agreement between the Cities hereto with respect to the subject matter hereof. Any amendments to the Agreement must be made in writing, approved by the governing bodies of the Cities, respectively and signed by the City Manager of each City, or the person with authority to sign agreements for that City, prior to such amendment(s) becoming effective. However, this provision does not affect the right of each City to designate, through their City Manager or designee, a different person to receive notice than the person set out below.
15. VENUE; STATE LAW. The Agreement is governed by the laws of the State of Texas and venue for any action brought to enforce the terms and conditions of the Agreement shall lie exclusively in Denton County, Texas.
16. REMEDIES CUMULATIVE. No right or remedy granted or reserved to the Cities is exclusive of any other right or remedy herein by law or equity provided or permitted, but each right or remedy shall be cumulative or every other right or remedy given hereunder. No covenant or condition of the Agreement may be waived without the consent of the Cities.

Crash Reconstruction Team  
INTERLOCAL AGREEMENT

17. NOTICES. Each notice or other communication which may be or is required to be given under the Agreement shall be in writing and shall be deemed to have been properly delivered when delivery is accomplished by one of the following methods:

- a. personal delivery to the person designated;
- b. delivered by certified mail, return receipt requested;
- c. delivered via an overnight, express or other delivery service that provides for written receipt of delivery. The persons designated to receive notices are set out below; however, each City has the right, through their City Manager or designee, at any time, to designate a different person to receive notices by giving the Cities fifteen (15) days written notice of such designation. If the person designated below is not available to receive notices, and the City has not designated another person, delivery to any other person of the same or similar title to the person designated shall be considered effective delivery of notice.

Persons Designated to Receive Notice:

City of Roanoke:

Jeriahme Miller, Chief of Police  
609 Dallas Drive  
Roanoke, Texas 76262

City of Southlake

James Brandon, Chief of Police  
600 State Street  
Southlake, Texas 76092

City of Keller

Brad Fortune, Chief of Police  
330 Rufe Snow Drive  
Keller, Texas 76248

City of Watauga

Robert Parker, Chief of Police  
7101 Whitley Rd.  
Watauga, Texas 76148

Town of Argyle

Emmitt Jackson, Chief of Police  
506 US-377  
Argyle, Texas 76226

Town of Northlake

Robert Crawford, Chief of Police  
1600 Commons Cir  
Northlake, Texas 76262

Town of Bartonville

Bobby Dowell, Chief of Police  
1941 Jeter Rd E  
Bartonville, Texas 76226

18. THIRD PARTIES. No provision of the Agreement shall create any third-party beneficiary. Nothing contained in the Agreement shall be construed to create, expand, or form a basis for liability to any third party under any theory of law. Further, each City retains, and does not hereby waive, its immunities and defenses provided by law.

Crash Reconstruction Team  
INTERLOCAL AGREEMENT

19. LIABILITY; SOVEREIGN IMMUNITY. To the extent any liability is found to exist, each City hereto agrees that every City is responsible for its own liability. Each City retains full authority to settle any claims against it as the City chooses. The parties agree that no party has waived its sovereign immunity by entering into and performing their respective obligations under this Agreement.
20. AUTHORITY TO EXECUTE. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
21. REPRESENTATIONS. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
22. MISCELLANEOUS DRAFTING PROVISIONS. This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the parties and are not intended to be used in construing this document.
23. ASSIGNMENT. This Agreement or any part thereof shall not be assigned or transferred by any party without the prior written consent of the other party.
24. COUNTERPARTS. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

Crash Reconstruction Team  
INTERLOCAL AGREEMENT

**CRASH Reconstruction Team (CRASH Team) Interlocal Agreement  
EXECUTED hereto on the date, month and year shown below:**

**THE CITY OF ROANOKE**

\_\_\_\_\_  
Scott Campbell, City Manager

\_\_\_\_\_  
Jeriahme Miller, Chief of Police

**CITY OF SOUTHLAKE**

\_\_\_\_\_  
Shana Yelverton, City Manager

\_\_\_\_\_  
James Brandon, Chief of Police

**THE CITY OF KELLER**

\_\_\_\_\_  
Mark Hafner, City Manager

\_\_\_\_\_  
Brad Fortune, Chief of Police

**THE CITY OF WATAUGA**

\_\_\_\_\_  
Joshua Jones, City Manager

\_\_\_\_\_  
Robert Parker, Chief of Police

**THE TOWN OF ARGYLE**

\_\_\_\_\_  
Richard Olson, Town Administrator

\_\_\_\_\_  
Emmitt Jackson, Chief of Police

**THE TOWN OF NORTHLAKE**

\_\_\_\_\_  
Drew Corn, Town Manager

\_\_\_\_\_  
Robert Crawford, Chief of Police

**THE TOWN OF BARTONVILLE**

\_\_\_\_\_  
Cori Reaume, Interim Town Administrator

\_\_\_\_\_  
Bobby Dowell, Chief of Police

Crash Reconstruction Team  
INTERLOCAL AGREEMENT

**EXHIBIT 'A'**

**RESPECTIVE AGENCY  
EXPENDITURES.**

1. Salaries, benefits and insurance of assigned personnel
2. Vehicles and operating expenses for assigned personnel
3. Vehicular and portable radio equipment and operating expenses for assigned personnel
4. Liability insurance coverage for assigned personnel
5. Overtime pay and benefits for assigned personnel
6. Non-CRASH Team related training as required by agency
7. CRASH Team related training as determined by the Commander, and Chief(s) of Police
8. Non-CRASH Team related travel required by agency
9. CRASH Team related travel as determined by the Commander, Chief(s) of Police
10. CRASH Team equipment and supplies as determined by the Commander, Chief(s) of Police

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC.:** TEXAS LOCAL GOVERNMENT CODE CHAPTER 253

**SUBJECT:** SURPLUS INVENTORY DISPOSAL



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### STRATEGIC GOALS/OBJECTIVES:

- Invest in Infrastructure/Extend water service to all areas that want it
- Exercise Fiscal Responsibility/Sustain the low property tax rate

### BACKGROUND INFORMATION:

- State law allows municipalities to dispose of surplus property
- Governing body designates responsible party for disposition of surplus property
- Available disposition methods: auction, destruction, or donation
- Equipment below has reached or exceeded required use:
  - o Old Town Hall Water Pump Station Infrastructure
    - Two, 15,000 gal. Hydro Pneumatic Pressure Tanks & Appurtenances
  - o Northridge Estates Water Pump Station Infrastructure
    - Two, 100,000 gal. Welded Steel Ground Storage Tanks
    - Two, 8,000 gal. Steel Pressure Tanks & Appurtenances
    - 10 & 50 Horsepower Submersible Pumps & Appurtenances from Wells
    - 6" & 8" Yard Pipe & Valves
    - 28' X 20' Pump House
    - Two, 15 HP, 360 GPM Pumps
    - One, 50 HP, 1000 GPM Pump
    - Chlorination Equipment

### COUNCIL ACTION:

- Declare property surplus and authorize Town Manager to dispose



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22 -11**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE TOWN TO BE SURPLUS PROPERTY AND AUTHORIZING THE TOWN MANAGER TO DISPOSE OF SUCH PROPERTY**

**WHEREAS**, The Town Council of the Town of Northlake, Texas, has determined that certain personal property owned by the Town in the form of certain equipment is no longer needed; has been replaced by other equipment; and is no longer necessary for the Town's current or foreseeable needs; and

**WHEREAS**, such surplus property, while no longer being of value or benefit to the Town, may be of benefit or value to some other person or entity; and

**WHEREAS**, the Texas Government Code authorizes the Town to dispose of surplus property.

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

**SECTION 1.** The Town Council hereby finds and determines that the property identified on the attached Exhibit "A", which is hereby incorporated and made part of this Resolution as if set forth fully at length is no longer necessary for the operations of the Town of Northlake and is hereby declared to be surplus property in accordance with the Texas Government Code.

**SECTION 2.** The Town Manager is hereby directed to take all reasonable steps to dispose of such items of surplus property and the proceeds there from shall be deposited to the General Fund or appropriate fund.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

**Town of Northlake, Texas**

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**David Rettig, Mayor**

**Attest:**

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**Zolaina R. Parker, Town Secretary**



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

EXHIBIT "A"

|                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Old Town Hall Water Pump Station Infrastructure:</b>                                                                                                                                                                                                                                                                                                                                                                                         |
| <ul style="list-style-type: none"><li>• Two, 15,000 gal. Hydro Pneumatic Pressure Tanks &amp; Appurtenances</li></ul>                                                                                                                                                                                                                                                                                                                           |
| <b>Northridge Estates Water Pump Station Infrastructure:</b>                                                                                                                                                                                                                                                                                                                                                                                    |
| <ul style="list-style-type: none"><li>• Two, 100,000 gal. Welded Steel Ground Storage Tanks</li><li>• Two, 8,000 gal. Steel Pressure Tanks &amp; Appurtenances</li><li>• 10 &amp; 50 Horsepower Submersible Pumps &amp; Appurtenances from Wells</li><li>• 6" &amp; 8" Yard Pipe &amp; Valves</li><li>• 28' X 20' Pump House</li><li>• Two, 15 HP, 360 GPM Pumps</li><li>• One, 50 HP, 1000 GPM Pump</li><li>• Chlorination Equipment</li></ul> |

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF DOC.:** NORTHLAKE PIONEER GRANT PROGRAM

**SUBJECT:** PIONEER GRANT FOR S.A.S BOUTIQUE



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**GOALS/OBJECTIVES:**

- Exercise Fiscal Responsibility; Build a robust commercial sales tax revenue base (Council Goal)

**BACKGROUND INFORMATION:**

- Pioneer Grant Program (PGP) background
  - o Authorized by EDC & CDC on November 17, 2011
  - o Purpose is to spur initial development of retail, restaurant, and service businesses
  - o Rewards first movers as businesses did not want to be first to unproven market
    - Provides greater incentives to “pioneer” businesses
    - First business of each category gets more than the second and so on
  - o Attached flyer provides details on the program as well as funding guidelines
    - Grant is provided in the form of a 5-year forgivable loan
      - Funding guidelines generally based upon expected taxable sales
      - Payback in sales taxes to EDC/CDC generally expected in 5-10 years
    - Funding not provided to the business until the Certificate of Occupancy (CO) is issued
    - Funding split between EDC & CDC which each pay for 50% of the grant
  - o Approved PGP incentives:

| Year | Business Name           | Grant Amount                                     | Category                                                                             |
|------|-------------------------|--------------------------------------------------|--------------------------------------------------------------------------------------|
| 2015 | Rosa’s Café             | \$150,000                                        | 1 <sup>st</sup> limited service restaurant<br>plus bonus for 1 <sup>st</sup> overall |
| 2016 | Sonic                   | \$62,500                                         | 2 <sup>nd</sup> limited service restaurant<br>plus bonus for 2 <sup>nd</sup> overall |
| 2017 | IHOP                    | \$150,000                                        | 1 <sup>st</sup> full-service restaurant                                              |
| 2018 | BurgerIM                | \$25,000                                         | 3 <sup>rd</sup> limited service restaurant                                           |
| 2018 | Amano Italian<br>Bistro | \$100,000                                        | 2 <sup>nd</sup> full-service restaurant                                              |
| 2019 | Bella Italia Bistro     | \$50,000                                         | 3 <sup>rd</sup> full-service restaurant                                              |
| 2019 | Texas Roadhouse         | \$50,000 plus<br>\$200,000 est.<br>reimbursement | Restaurant but not part of PGP                                                       |
| 2020 | PostNet                 | \$25,000                                         | 1 <sup>st</sup> small general retail & service                                       |
| 2021 | Tea Xetera              | \$25,000                                         | 1 <sup>st</sup> snack & beverage shop                                                |

#### PIONEER GRANT PROGRAM APPLICATION FOR CONSIDERATION:

- Project Information
  - o Business name - S.A.S. Boutique of Northlake
  - o Business type - Women's clothing boutique
  - o Location – Northlake Commons
  - o Size – 1,472 square feet of lease space to be finished out
- Expected Economic Impact
  - o Employment
    - 2 full time employees (one salary greater than \$50,000)
    - 2-3 part time employees starting at \$9/hour
  - o Annual sales tax
    - \$4,800 to \$20,000 or more to EDC/CDC based on:
      - \$480,000 annual sales at existing location in Santa Anna, Texas
      - Expectation new location could generate \$2 million annual sales
- Grant request
  - o Minimum of \$10,000 based on 2<sup>nd</sup> small general retail and service category grant
  - o Or more based on expected sales tax to EDC/CDC (\$24,000 to \$100,000 over 5 years)

#### EDC & CDC BOARD ACTIONS:

- Held public hearings with no comments received for or against the incentive
- EDC & CDC Boards approved a Pioneer Grant Program incentive totaling \$20,000 with terms as outlined in the attached performance agreement

#### COUNCIL ACTION:

- Consider approval of a Resolution ratifying the approval of the Pioneer Grant by the EDC & CDC

#### ATTACHMENTS:

- Resolution
- Draft performance agreement
- Grant application presentation



## **PIONEER GRANT PERFORMANCE AGREEMENT**

This Pioneer Grant Performance Agreement is entered into by and between the Town of Northlake, Texas, an incorporated municipality of Denton County, Texas, the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the Town of Northlake, together with the EDC and CDC, the "Town"), and N-Spurred LLC dba S.A.S. Boutique (the "Grantee").

### **WITNESSETH:**

**WHEREAS**, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the "Policy") as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code, (the "Act"); and

**WHEREAS**, the Town has established the Pioneer Grant Program pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

**WHEREAS**, the Grantee has submitted an application to receive a Pioneer Grant for the development of a S.A.S Boutique women's clothing store; and

**WHEREAS**, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, provided that the Grantee meets certain criteria relating to maintenance of the facility as a S.A.S Boutique women's clothing store, capital investments and new jobs; and

**WHEREAS**, the Grantee is required to return all or a portion of the funds received to the Town if the performance criteria of the Grantee are not met; and

**WHEREAS**, the Town and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant proceeds, the obligations of the Grantee regarding capital investment and new job creation, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

**WHEREAS**, the Grantee's plans to construct an approximately 1,400 square-foot boutique tea and gourmet food shop (the "Facility") will entail a capital expenditure of greater than \$125,000 referred to in the Agreement as the "Capital Investment"; and

**WHEREAS**, it is expected that at least 3 New Jobs, as defined herein, will be created at the Facility; and

**WHEREAS**, the Grantee plans to maintain the facility as a S.A.S Boutique for 5 years unless otherwise approved by the Town; and

**WHEREAS**, together, the Capital Investment target of \$125,000; the New Jobs target of 3; and the 5-year Maintenance target are referred to herein as the “Targets”; and

**WHEREAS**, the Facility is expected to generate approximately \$480,000 in annual taxable sales in addition to the indirect benefit of establishing Northlake as a retail destination with the potential to encourage additional retail development; and

**WHEREAS**, the EDC and CDC boards of directors designated an incentive for the development of the Facility in the total amount of \$20,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their February 17, 2022 board meetings; and

**WHEREAS**, all requirements of the Act shall be met prior to distribution of grant funds, including, but not limited to, any requirements for public hearings, notice and authorization of the Town Council, if necessary;

**NOW, THEREFORE**, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

### **Section 1. Disbursement of the Grant.**

The Grant in the amount of \$20,000 will be paid to the Grantee upon completion of the Facility as certified by the issuance of a Certificate of Occupancy (the “CO”) by the Town. Within 30 days of issuance of the CO, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to achieve the Targets at the Facility.

### **Section 2. Targets and Definitions.**

The Grantee will develop the Facility as a finish out space within Northlake Commons, make a capital investment of at least \$125,000, create and maintain at least 3 New Jobs at the Facility, and maintain the branding of the Facility as a S.A.S Boutique unless otherwise approved by the Town. The actual construction costs of the Facility shall meet the Capital Investment Target and such investment shall be satisfied with completion of construction which shall culminate in the issuance of a CO within one year of the date of this agreement. The New Jobs Target shall be met within one year of the issuance of the CO and the Target shall be maintained through the final Performance Date which shall be five years from the issuance of the CO. The Maintenance Target shall be maintained through final Performance Date unless alteration of the branding is otherwise approved by the Town.

For the purpose of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Facility (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the capital improvements at the Facility at the date of this Agreement.

“Employee” means the full-time equivalent (FTE) employment of a person performing a duty for the Grantee at the facility. This term shall not include contract workers who are considered independent contractors for the Grantee.

“Maintain” means that the new jobs created pursuant to the Grant will continue without interruption from the date of creation through the Performance Date as it relates to the Jobs Target. “Maintain” as it relates to the Maintenance Target means that the branding of the Facility will remain as initially proposed from the date of opening through the Performance Date.

“New Job” means new permanent employment of an Employee for an indefinite duration at the Facility. Each New Job must require a minimum of either (1) 30 hours of an Employee’s time per week for the entire normal year of the Grantee’s operations, which “normal year” must consist of a least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Northlake, and positions with contractors, suppliers, and similar multiplier or spin-off jobs shall not qualify as New Jobs.

### **Section 3. Repayment Obligation.**

Determination of Inability to Comply: If the Town, in its sole discretion, determines at any time prior to the Performance Date (a “Determination Date”) that the Grantee is unable or unwilling to meet and maintain any of its Targets by and through the Performance Date and the Town has not authorized any alteration or change to the applicable Target, and if the Town promptly notifies the Grantee of such determination, the Grantee must repay the Grant proceeds based upon the following schedule:

|                                                                                              |                |
|----------------------------------------------------------------------------------------------|----------------|
| In the 1st year following CO issuance                                                        | Repay \$10,000 |
| On or after the 1st anniversary of CO issuance but before the 2nd anniversary of CO issuance | Repay \$8,000  |
| On or after the 2nd anniversary of CO issuance but before the 3rd anniversary of CO issuance | Repay \$6,000  |
| On or after the 3rd anniversary of CO issuance but before the 4th anniversary of CO issuance | Repay \$4,000  |
| On or after the 4th anniversary of CO issuance but before the 5th anniversary of CO issuance | Repay \$2,000  |

Repayment Dates: Such repayment shall be due from the Grantee to the Town within thirty days of the Performance Date or the Determination Date, as applicable.

#### **Section 4. Grantee Reporting.**

The Grantee shall provide, at the Grantee's expense, detailed verification reasonably satisfactory to the Town of the Grantee's progress on the Targets. Such progress reports will be provided at least annually, starting at twelve months from the date that the Grantee receives the Grant, and at such other times as the Town may require for a period of five years from the grant proceeds award date.

#### **Section 5. Notices.**

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town, to:

Town of Northlake  
1500 Commons Circle, Suite 300  
Northlake, Texas 76262  
Attn: Drew Corn, Town Manager  
Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: dcorn@town.northlake.tx.us

If intended for the Grantee, to:

N-Spurred LLC dba S.A.S. Boutique  
204 Wallis Avenue  
Santa Anna, Texas 76878  
Attn: Kyra Neff  
Phone: (817) 235-0186  
Email: santannastore@yahoo.com

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Attn: Ashley D. Dierker  
Phone: (817) 332-2580  
Fax: (817) 332-4740  
Email: adierker@toase.com

Northlake EDC  
1500 Commons Circle, Suite 300  
Northlake, Texas 76262  
Attn: President  
Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: northlakeedc@town.northlake.tx.us

Northlake CDC  
1500 Commons Circle, Suite 300  
Northlake, Texas 76262  
Attn: President

Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: northlakecdc@town.northlake.tx.us

**Section 6. Miscellaneous.**

- A. Entire Agreement; Amendments: This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and may not be amended or modified, except in writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of the Town.
- B. Governing Law; Venue: This Agreement is made and performable in the Town limits of Northlake in Denton County, Texas and shall be construed and enforced by local and state laws within the State of Texas. Venue for any litigation arising out of or involving this Agreement shall lie in Denton County, Texas.
- C. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.
- D. Severability: If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the discretion of the Town, be voidable or interpreted as in effect as if such unenforceable provision were not included therein.

**EXECUTED** and effective as of the date of the last authorized signature below.

**APPROVED AS TO FORM:**  
ASHLEY D. DIERKER,  
TAYLOR, OLSON, ADKINS,  
SRALLA & ELAM, L.L.P.

**TOWN OF NORTHLAKE**  
DREW CORN

Town Attorney

Town Manager

By: \_\_\_\_\_  
Town Attorney

By: \_\_\_\_\_  
Drew Corn, Town Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Zolaina Parker, Town Secretary

**NORTHLAKE ECONOMIC DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Laura Montini, President of Board of Directors

Date: \_\_\_\_\_

**NORTHLAKE COMMUNITY DEVELOPMENT  
CORPORATION**

By: \_\_\_\_\_  
Andy Gibson, President of Board of Directors

Date: \_\_\_\_\_

**GRANTEE:**

By: \_\_\_\_\_  
Kyra Neff, Owner  
N-Spurred LLC dba S.A.S. Boutique

Date: \_\_\_\_\_



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-12**

**A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A PIONEER PROGRAM GRANT IN THE AMOUNT OF \$20,000 FOR S.A.S. BOUTIQUE AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PERFORMANCE AGREEMENT**

**WHEREAS**, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code; and

**WHEREAS**, the Town of Northlake, Texas, an incorporated municipality of Denton County, Texas, the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the Town of Northlake, together with the EDC and CDC, the "Town") has established the Pioneer Grant Program pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

**WHEREAS**, N-Spurred LLC dba S.A.S. Boutique (the "Grantee") has submitted an application to receive a Pioneer Grant for the development of a S.A.S Boutique women's clothing store; and

**WHEREAS**, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, pursuant to a performance agreement;

**WHEREAS**, the EDC and CDC boards of directors approved a grant in the total amount of \$20,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their February 17, 2022 board meetings;

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

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

**SECTION 2.** The Town Council hereby authorizes the Town Manager to enter into a performance agreement with Grantee for a grant payment not to exceed \$20,000.



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**SECTION 3.** This resolution is effective immediately upon passage.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

Town of Northlake, Texas

---

David Rettig, Mayor

Attest:

---

Zolaina R. Parker, Town Secretary

# S.A.S. *Boutique*

---

100 PLAZA PLACE

STE 200

NORTHLAKE, TEXAS 76226





A Bit About Me...



# Project Information

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S.A.S Boutique of Northlake

Kyra Neff

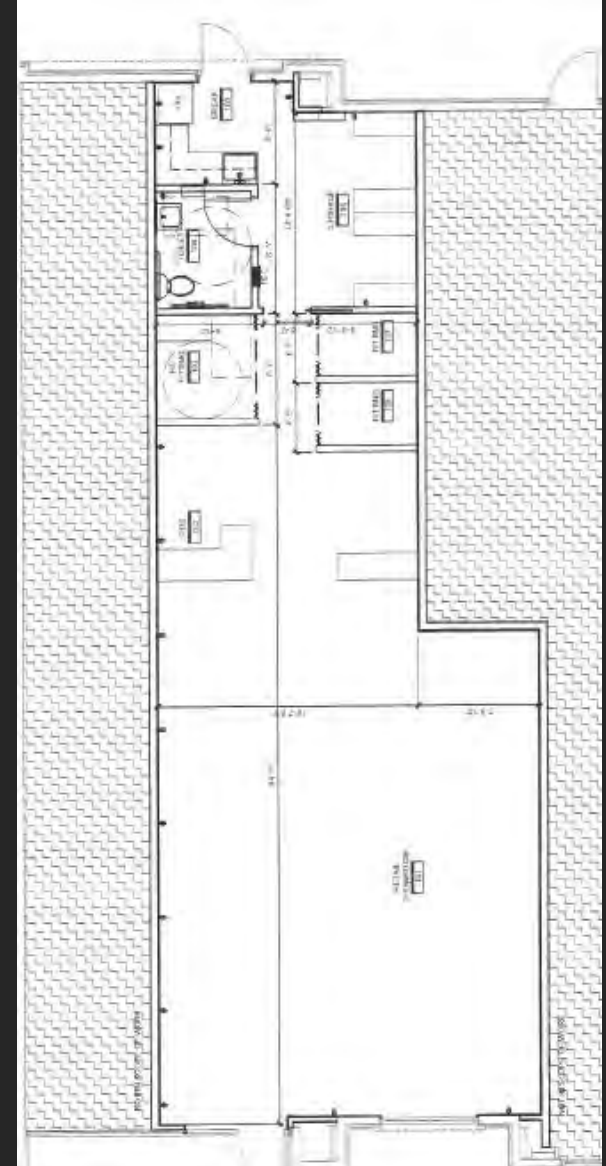
(817) 235-0186

PGP Incentive Category: General  
Retail & Service (small)

Northlake Commons, Suite 200

1472 sq. ft.

- Leased from Office Equity Solutions
- Finish out needed



# Timing

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Development Application:  
February 10, 2022

Estimated Construction Start:  
March 1, 2022

Occupancy & Operation:  
June 1, 2022



# Economic Impact

S.A.S. Boutique has secured a seven year lease at this location. We are establishing roots personally & professionally.

Full Time Employees: 2 (one salary greater than \$50,000)

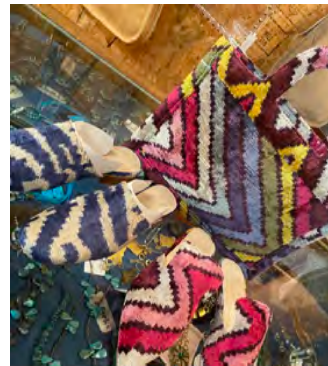
Part Time Employees: 2-3 starting@ \$9/hour

Based upon current sales averaging \$40,000 per month, projected sales for Northlake, due to elevated traffic & population, are five-seven times more likely. Our website sales will grow alongside as the DFW internet shoppers become familiar with our site. At the least, we estimate sales will increase over \$2 million that will generously contribute to sales tax revenue.

My current clientele is predominantly generated outside of our county demonstrating that my brand reaches far & wide. Percentage wise...

- 65% of current customers are from DFW, Midland/Odessa, Austin, & San Antonio
- 25% Internet sales (growing rapidly, keep in mind we launched in May 2021)
- 10% Local Business (town pop. 1000, county pop. 8300)





# Supporting Information

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S.A.S. Boutique falls into the PGP Grant category of \$10,000. These funds will be used wisely to develop the business and build traffic. I know that I will far exceed this amount with sales tax and be capable of repayment quickly. I am asking today that you consider any available grant funding in addition to the \$10,000.

In the future, I am considering expanding our men's retail. Northlake would be the perfect location as an additional asset & close in proximity to S.A.S. Boutique. I look forward to growing together!

# Customer Comments

*S.A.S. would be an amazing asset to the Argyle/Justin area because of the unique upscale shopping experience it provides to customers. The personalized care & attention Kyra gives makes the experience fun & enjoyable. The inviting genuine atmosphere is Kyra's nature. The store is bound to be a bright spot in our community!*

*Cheryl Stewart Listi  
Argyle, Texas*

"I absolutely love shopping w/ S.A.S! Kyra has an eye for the latest trends & what looks great on all body types. Every visit to her store, I leave having found a special piece of clothing or accessory."

Sarah Paty  
Argyle, Texas

"I first visited S.A.S. a few years back & was hooked! Kyra is gifted when it comes to assisting her clientele in discovering their 'best' look. She did this for Me! She is not your run of the mill owner/buyer. When buying, she buys based on the relationships she has built, knowing her clients' styles. S.A.S. has a variety of clothing & accessories to accommodate everyone. I am so excited for the Northlake Store. You will not be disappointed!"

Cheryl Finney  
Argyle, Texas

I have the pleasure of being an S.A.S. customer for over 10 years and in that time I have witnessed many changes happen in retail shopping. Kyra Neff has been extraordinary in her ability to navigate & adapt to these changes in order to be successful. She continuously finds vendors who can provide quality fashion for her customers & it is always her priority to offer the best customer service possible. Kyra provides that in spades! I not only consider her a friend but an absolute powerhouse businesswoman!

Silvia Pevehouse  
Coleman County, Texas



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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF DOC.:** MASTER DEVELOPMENT AGREEMENT FOR HOTEL-CONF. CENTER

**SUBJECT:** CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH  
NORTHLAKE INNKEEPERS I, LLC



---

### GOALS/OBJECTIVES:

- Exercise Fiscal Responsibility; Build a robust commercial sales tax revenue base (Council Goal)

### BACKGROUND INFORMATION:

- Hotel-Conference Center project
  - o Public/private partnership
    - Hotel developer, Lodging Host Hotel Corp., to construct hotel & conference center
    - Town to fund conference center construction with Hotel Occupancy Taxes (HOT)
    - Town ownership of conference center upon completion
    - Hotel management to operate conference center
  - o Proposed Hotel
    - Cambria Hotel
    - 101 rooms
    - Restaurant/bar
    - First full-service hotel in Northlake
- Incentive request
  - o Requested fee waivers/tax abatements to reduce initial development & operating costs
  - o Town Council referred to EDC & CDC to consider EDC/CDC incentives as an alternative
  - o Staff presented to EDC/CDC boards in executive session at November meetings
  - o Guidance from boards was to seek enhancements in exchange for any incentives
  - o Attached request letter lists proposed enhancements and \$250,000 request

### EDC/CDC BOARD ACTIONS:

- Approved 380 Agreement for an incentive in the amount of \$250,000 with funding split equally between the EDC and CDC

### COUNCIL ACTION:

- Consider approval of a Resolution ratifying the approval of the 380 agreement by the EDC & CDC

### ATTACHMENTS:

- Resolution
- Draft 380 economic development agreement
- Incentive request letter

## **CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT AMONG THE TOWN OF NORTHLAKE, NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION, NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION AND NORTHLAKE INNKEEPERS I, LLC**

This Chapter 380 Economic Development Agreement (the “**Agreement**”) is entered into as of the Effective Date by and among the Town of Northlake, Texas (the “**Town**”), a type A general-law municipality, the Northlake Economic Development Corporation (the “**EDC**”) and the Northlake Community Development Corporation (the “**CDC**”) (the EDC, together with the CDC, the “**EDCs**”), and Northlake Innkeepers I, LLC a Texas limited liability corporation (such entity together with its permitted successors and assigns, (the “**Grantee**,”)) and together with the Town and EDCs, the “**Parties**,” and each a “**Party**”).

### **RECITALS**

**WHEREAS**, the Town recognizes the importance of diverse and sustainable economic growth that is consistent with community values; and

**WHEREAS**, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the “**Policy**”) as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code, (the “**Act**”); and

**WHEREAS**, the Grantee is either the owner or in control of property within the corporate limits of the Town being more particularly described in Exhibit A, attached hereto (the “**Property**”); and

**WHEREAS**, the Grantee intends to develop the Property by constructing a Hotel and Conference Center, and Parking Facility located on a certain property within in the Town more particularly described in Exhibit B, attached hereto (the “**Hotel Project**”); and

**WHEREAS**, the Town finds that if the Project is completed, approved, and accepted by the Town, it will be consistent with the objectives of the Town's Policy and therefore it will be eligible for incentives because the Hotel Project will (i) attract high quality economic growth, (ii) generate job creation, (iii) provide for a diversified tax base, (iv) enhance the Town's ability to provide quality municipal services and (v) provide for the safety, comfort and enjoyment of residents of the Town; and

**WHEREAS**, the Grantee has requested that the Town and the EDCs enter into this Agreement, in order that the Hotel Project may be competitive in the I 35W corridor resulting in the intended economic benefits to the Town; and

**WHEREAS**, the Town Council and the boards of the respective EDCs have reviewed the potential use of incentives as it relates to the Hotel Project and the economic development objectives of the Town and finds that the Town should offer certain incentives to support the development of the Property pursuant to the Town's authority under Chapter 380 of the Texas Local Government Code and the Town's economic development policies; and

**WHEREAS**, the Town of Northlake, the EDC, and the CDC find that the contemplated investment in the Property as set forth in this Agreement is consistent with encouraging development of the Town, is in compliance with the Town's Policy, will promote new and expanded business development, and will create and retain primary jobs.

**NOW, THEREFORE**, for and in consideration of the forgoing recitals and the mutual benefits and promises contained herein the parties agree as follows:

**1. Definitions.** The following definitions shall be used in this Agreement.

Certificate of Occupancy: Shall mean a temporary or permanent Certificate issued by the Town and granting the Grantee the right to occupy the Improvements.

CDC: Shall mean the Northlake Community Development Corporation.

EDC: Shall mean the Northlake Economic Development Corporation.

Effective Date: Shall mean the last date on which all Parties execute the Agreement.

Hotel and Conference Center: Shall mean (i) a full service, upscale hotel facility on the Hotel Site (constructed in substantial accordance with Approved Plans) containing not less than one hundred ten (110) guestrooms, and related amenities for providing services as necessary for a full service upscale hotel, including room service, market area(s) for guests to purchase necessities, outside seating area(s) for restaurants and event spaces; and (ii) a first – class conference center and meeting rooms (constructed in substantial accordance with Approved Plans) on the Conference Center Site containing approximately eight thousand (8,000) gross square feet of conference and meeting space.

Hotel Project: Shall mean the construction of the Improvements related to a Hotel and Conference Center, and Parking Facility.

Improvements: Shall mean the New Construction of a Hotel and Conference Center, and Parking Facility, which includes buildings, site work, public works utilities, parking and drives, landscaping, irrigation, and lighting.

New Construction: Shall mean the first-time construction of Improvements utilizing newly purchased materials, and specifically excluding any remodeling or renovations undertaken after issuance of the first Certificate of Occupancy.

Parking or Parking Facility: Shall mean surface parking providing for at least the minimum of required parking spaces required by Town ordinances.

Property: Shall mean the approximate five point two seven (5.27) acres of land, the Development Area, located in Northlake, Texas depicted in Exhibit “A” attached hereto (the “Hotel/Parking/Conference Site”)

Substantial Completion: Shall mean the issuance of a Certificate of Occupancy by the Town.

2. **Obligations of the Developer.** In consideration of the receipt of the Grant Payments under this Agreement, the Grantee shall, subject to events of force majeure under Section 4(c) hereof, reach Substantial Completion of the Improvements on or before December 31, 2024.
3. **Obligations of the Town.** Subject to the Grantee’s performance of its obligations as noted herein, and subject to the provisions of this Section, to promote economic development pursuant to the Policy, the Town shall grant the following incentives to the Grantee (collectively, “**Grant Payments**”):
  - a. **One-Time Grant of Sales Tax.** The EDCs will provide a one-time grant payment to the Grantee in the amount of one hundred and twenty-five thousand dollars (\$125,000.00) each for a total of two hundred fifty thousand dollars (\$250,000.00) (the “**One-Time Sales Tax Grant**”). The One-Time Sales Tax Grant is due and payable at or within forty-five (45) days after delivery of the Certificate of Occupancy.
4. **Events of Default, Remedies, and Force Majeure.**
  - a. **Events of Default.** A default shall exist if any one or more of the following occurs:
    - (1) The failure by Grantee to perform any obligation contained herein including the failure to reach Substantial Completion, subject to events of force majeure, by December 31, 2024 and/or the failure to submit proper documentation to the Town and the EDCs.
    - (2) The failure by the Town or the EDCs to perform any obligation contained herein including the obligation to provide Grant Payments.

In the event of an alleged default under this Agreement, written notice of the alleged default or failure of such Party to perform under this Agreement shall be given to such Party, specifying in reasonable detail the nature of the alleged default or failure. The defaulting Party shall have an opportunity to cure the default within thirty (30) calendar days for a monetary default or within sixty (60) days for a non-monetary default; provided however, that if such alleged default is not reasonably curable within such 30 or 60-day periods, the defaulting Party shall receive one hundred and twenty (120) calendar days to cure such default upon written notice to the other Party. This Agreement may be terminated by either Party if the default is not cured as provided herein.

- b. **Remedies.** If a Party fails to cure a default under this Agreement, then any non-defaulting Party may seek (i) immediate injunctive relief and mandamus, (ii) specific performance, and (iii) actual damages (excluding special or consequential damages).
- c. **Force Majeure.** If a party hereto is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, except the obligation related to performance of a monetary obligation, then the obligations of such party, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period. Such cause, as far as possible, shall be remedied with all reasonable diligence. The term "force majeure", as used herein, shall include, without limitation of the generality thereof, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics, quarantine restrictions, unusually severe weather, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, and (ii) breakage or accidents to machinery, pipelines or canals, and (iii) any other incapacities of either party, whether similar to those enumerated or otherwise, any of which events in subclauses (i) (ii) or (iii) which are not within the control of the party claiming such inability and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demand of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

## 5. Miscellaneous Provisions.

- a. **Enforcement.** If this Agreement or any provision thereof is held to be invalid, illegal or unenforceable, then the Town and the EDCs shall use their best efforts in working with Grantee to restructure this Agreement and the Town's and the EDCs' respective obligations described herein, or take such curative actions as may be necessary to (i) bring this Agreement into compliance with the applicable provisions of federal, state or local law to the extent possible, (ii) revise this Agreement with as similar terms as possible to the provision held to be illegal, invalid, or unenforceable, and (iii) to achieve the intended Grant Payments under this Agreement for the Developer.
- b. **Grant Payment.** The Grant Payments under this Agreement shall be paid solely from lawfully available funds pursuant to Texas Constitution Article II, Section 52-a, and Texas Local Government Code Chapter 380.
- c. **Beneficiaries.** This Agreement shall bind and inure to the benefit of the Town, the EDCs and the Grantee and their successors and assigns. Each tenant of any building on the Property during the relevant grant term shall be a third-party beneficiary under this Agreement.
- d. **Assignment.** The Grantee may not assign this Agreement, in whole or in part, without the prior written consent of the Town and the respective EDCs, such consent shall not be unreasonably denied, delayed, conditioned or withheld.
- e. **No Joint and Several Liability.** The Town, the EDC and the CDC are not jointly and severally liable for their respective obligations under this Agreement. Therefore, the Grantee acknowledges and accepts that the Town does not guarantee the performance of the obligations of the EDC or the CDC under this Agreement. Further, that the EDC does not guarantee the performance of the obligations of the Town or the CDC under his Agreement, and that the CDC does not guarantee the performance of the obligations of the Town or the EDC under this Agreement.
- f. **Notice.** The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications (Notice) required to be given by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (a) by delivering the same in person, (b) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, (c) by depositing the same with FedEx or another nationally recognized courier service guaranteeing "next day delivery," addressed to the party to be notified, or (d) by sending the same by

electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner herein above described shall be deemed effective from and after three (3) days after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed as provided below, shall be as follows:

Town: Town of Northlake  
1500 Commons Circle, Suite 300 Northlake, Texas 76226  
Attn: Drew Corn, Town Administrator  
Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: dcorn@town.northlake.tx.us

With a copy to: Taylor Olson Adkins Sralla Elam  
6000 Western Place, Suite 200  
Fort Worth, Texas 76107  
Attn: Ashley D. Dierker  
Phone: (817) 332-2580  
Fax: (817) 332-4740  
Email: adierker@toase.com

Northlake EDC: Northlake EDC  
1500 Commons Circle, Suite 300  
Northlake, Texas 76226  
Attn: Laura Montini  
Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: northlakeedc@town.northlake.tx.us

Northlake CDC: Northlake CDC  
1500 Commons Circle, Suite 300  
Northlake, Texas 76226  
Attn: Andy Gibson  
Phone: (940) 648-3290  
Fax: (940) 648-0363  
Email: northlakeedc@town.northlake.tx.us

Grantee: Northlake Innkeepers I, LLC  
6176 FM 2011  
Longview, TX 75603  
Attn: Kevin P. Hilchey  
Phone: (903) 643-9171  
Fax:  
Email:

With a copy to: [NAME]  
[ADDRESS]  
[CITY], [STATE] [ZIP]  
Attn:  
Phone:  
Fax:  
Email:

The parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other parties. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday or legal holiday.

- g. **Amendments.** The Agreement may only be amended by resolution or ordinance of the Town Council, together with written approval from all of the other Parties to this Agreement. No Town official has the authority to waive or modify the terms of the Agreement.
- h. **Time.** Time is of the essence in all things pertaining to the performance of this Agreement.
- i. **Entire Agreement; Severability.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. This Agreement shall not be modified or amended except in writing signed by the Parties.
- j. **Waiver.** Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any other provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.
- k. **Applicable Law and Venue.** The construction and validity of this Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law principles. This Agreement is performable in Denton County, Texas. Venue shall be in Denton County, Texas.
- l. **Reservation of Rights.** To the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws. This Agreement shall be enforceable under state and federal law.

- m. **Further Documents.** The Parties agree that at any time after execution of this Agreement, they will, upon request of another Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effectuate the terms of this Agreement.
- n. **Recitals.** The recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, and (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the recitals, would not have entered into this Agreement.
- o. **Exhibits.** The exhibits on the List of Exhibits are attached to this Agreement and are incorporated as part of this Agreement. Any proposed change to an exhibit shall be considered a proposed amendment to this Agreement.
- p. **Authority; Binding Obligation.**
  - 1. The Town and the EDCs represent that this Agreement has been approved by the Town Council and the board of directors of the EDCs in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so.
  - 2. The Grantee represents and warrants that this Agreement has been approved by appropriate action of Grantee, that the individual executing this Agreement on behalf of Grantee has been duly authorized to do so, and that, when executed by such individual, this Agreement shall be binding upon and enforceable against Grantee.
- q. **Effective Date.** This Agreement is effective on the last date that this Agreement is signed by a party hereto, (the “*Effective Date*”).

**[Signature pages follow]**

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement to be effective as of the Effective Date set forth herein and secure its parties, rights and obligations as herein expressed.

**TOWN OF NORTHLAKE, TEXAS**

By: \_\_\_\_\_  
David Rettig, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Zolaina Parker, Town Secretary

Date: \_\_\_\_\_

**NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Laura Montini, President of Board of Directors

Date: \_\_\_\_\_

**NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION**

By: \_\_\_\_\_  
Andy Gibson, President of Board of Directors

Date: \_\_\_\_\_

**THE GRANTEE:**

NORTHLAKE INNKEEPERS I, LLC,  
a Texas limited liability corporation

By: \_\_\_\_\_  
[NAME], [TITLE]

STATE OF TEXAS                   §  
                                             §  
COUNTY OF DENTON           §

Before me on this day personally appeared \_\_\_\_\_, the \_\_\_\_\_  
of Northlake Innkeepers I, LTD., a Texas limited liability corporation, known to me to be the  
person whose name is subscribed to the foregoing instrument and acknowledged to me that he  
executed the same for the purposes and consideration therein expressed, and in the capacity therein  
stated.

Given under my hand and seal of office this \_\_\_\_ day of \_\_\_\_\_, 2022.

SEAL

\_\_\_\_\_  
Notary Public in and for the State of Texas

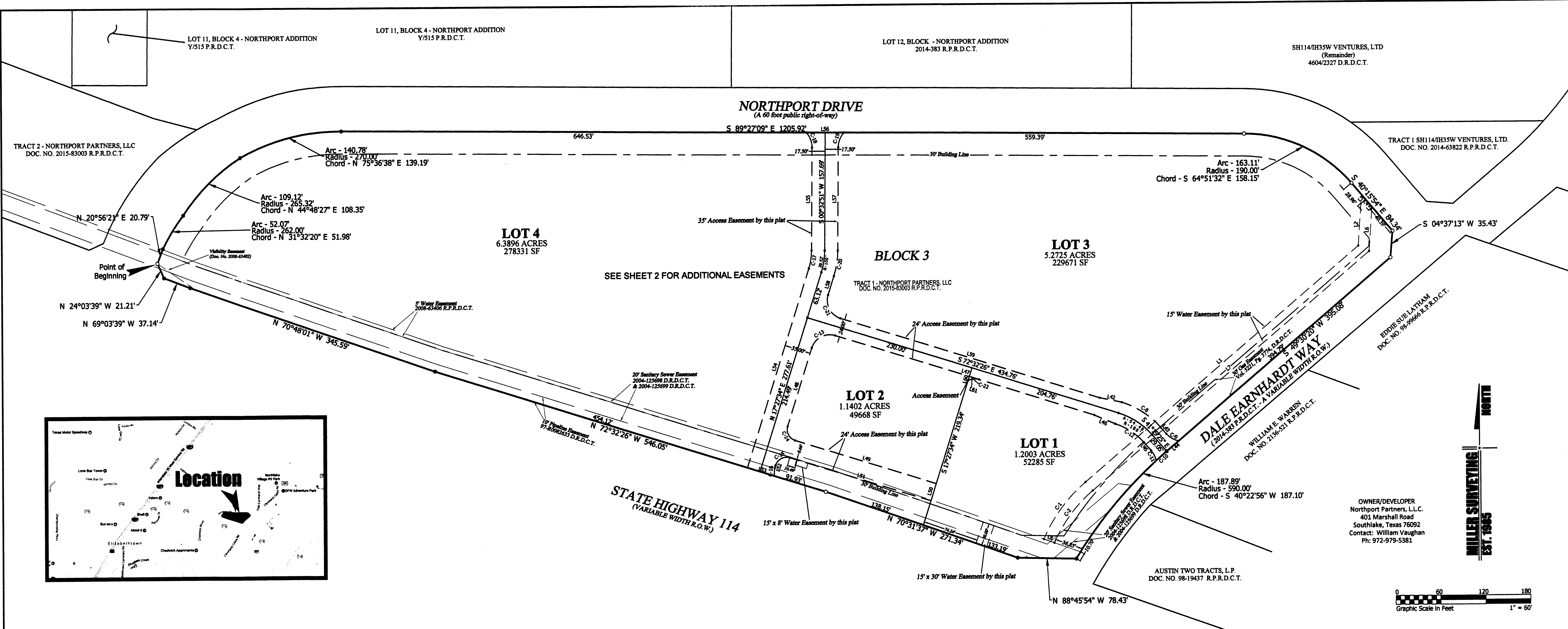
My Commission Expires:

\_\_\_\_\_

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

(see attached)



STATE OF TEXAS:

COUNTY OF DENTON:

WHEREAS Northport Partners, LLC, acting by and through the undersigned, their duly authorized agent are the owners of the following described tract of land to wit:

Being a tract of land out of the L. Medlin Survey, Abstract No. 830 and situated in the Town of Northlake, Denton County, Texas, and surveyed by Miller Surveying, Inc. of Hurst, Texas in April 2017, said tract being the same tract of land described as "TRACT 1" in the deed to Northport Partners, LLC recorded as Instrument No. 2015-83003 in the Real Property Records of Denton County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a 1/2 inch "MILLER 5665" capped steel rod set for the most westerly corner of said Tract 1, said rod being the northerly end of a corner clip for the northerly right-of-way line of SH 114 and the easterly right-of-way line of Northport Drive;

Thence North 20 degrees 56 minutes 21 seconds East with the northerly boundary line of said Tract 1 and with said easterly right-of-way line a distance of 20.79 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 262.00 feet and whose chord bears North 31 degrees 32 minutes 20 seconds East at 51.98 feet;

Thence northeasterly continuing with said northerly boundary line and with the southerly right-of-way line of said Northport Drive and with said curve along an arc length of 52.07 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 265.32 feet and whose chord bears North 44 degrees 48 minutes 27 seconds East at 108.35 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 109.12 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the right with a radius of 270.00 feet and whose chord bears North 75 degrees 36 minutes 38 seconds East at 139.19 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 140.78 feet to a 1/2 inch capped steel rod found for the end of said curve;

Thence South 89 degrees 27 minutes 09 seconds East easterly continuing with said northerly boundary line and said southerly right-of-way line a distance of 1205.92 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the beginning of a curve to the right with a radius of 190.00 feet and whose chord bears South 64 degrees 51 minutes 32 seconds East at 158.15 feet;

Thence easterly continuing with said northerly boundary line and said southerly right-of-way line and with said curve along an arc length of 163.11 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the end of said curve;

Thence South 40 degrees 15 minutes 54 seconds East a distance of 84.34 feet to a 1/2 inch "MILLER 5665" capped steel rod set for the most northerly northeast corner of said Tract 1, said rod being the northerly end of a corner clip for said southerly right-of-way line and the westerly right-of-way line of Dale Earnhardt Way;

Thence South 04 degrees 37 minutes 13 seconds West with said corner clip a distance of 35.43 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence South 49 degrees 30 minutes 20 seconds West with the easterly boundary line of said Tract 1 and with said westerly right-of-way line a distance of 395.08 feet to a 1/2 inch capped steel rod found for the beginning of a curve to the left with a radius of 590.00 feet and whose chord bears South 40 degrees 22 minutes 56 seconds West at 187.10 feet;

Thence southwesterly continuing with said easterly boundary line and said westerly right-of-way line and with said curve along an arc length of 187.89 feet to a 1/2 inch capped steel rod found for the most easterly southeast corner of said Tract 1, said rod being the easterly end of a corner clip for said westerly right-of-way line and said northerly right-of-way line of SH 114;

Thence North 88 degrees 45 minutes 54 seconds West with said corner clip a distance of 78.43 feet to a 1/2 inch capped steel rod found;

Thence North 70 degrees 31 minutes 37 seconds West with the southerly boundary line of said Tract 1 and with said northerly right-of-way line a distance of 271.34 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

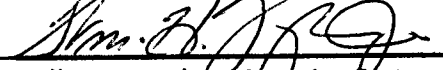
Thence North 72 degrees 32 minutes 26 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 546.05 feet to a 1/2 inch "MILLER 5665" capped steel rod set;

Thence North 70 degrees 48 minutes 01 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 345.59 feet to a 1/2 inch capped steel rod found;

Thence North 69 degrees 03 minutes 39 seconds West continuing with said southerly boundary line and said northerly right-of-way line a distance of 37.14 feet to a 1/2 inch capped steel rod found;

Thence North 24 degrees 03 minutes 39 seconds West a distance of 21.21 feet to the point of beginning and containing 14.0026 acres of land, more or less;

AND THAT Northport Partners, LLC does hereby adopt this plat designating the herein described property as NORTH PORT ADDITION, LOTS 1 thru 4, BLOCK 3, an addition to the Town of Northlake, Denton County, Texas and do hereby dedicate to the public use forever the streets and easements shown on this plat for the mutual use and accommodation of all public utilities desiring to use or using the same. Any public utility shall have the right to remove and keep removed all or part of any buildings, fences, trees, shrubs, or other growths or improvements which in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of these easement strips and any public utility shall, at all times, have the right of ingress and egress to and from and upon the said strips for the purpose of construction reconstruction, inspecting, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time procuring the permission of anyone;

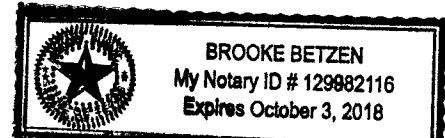
  
William Vaughn, Managing Partner  
Northport Partners, LLC

STATE OF TEXAS;  
COUNTY OF TARRANT;

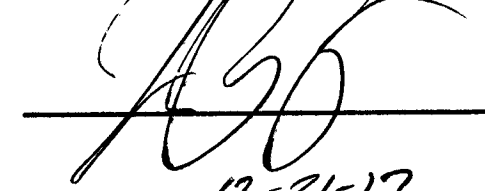
Before me, the undersigned, a Notary Public in and for said county and state on this date appeared William Vaughn, Managing Partner of Northport Partners, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 21 day of December, 2017 A.D.

  
Brooke Betzen  
Notary Public for the State of Texas



That I, Jason B. Rawlings, a Registered Professional Land Surveyor licensed in the State of Texas, do hereby certify that this Plat is true and correct and was prepared from an actual survey made under my supervision on the ground.

  
Date 12-21-17

STATE OF TEXAS:  
COUNTY OF TARRANT:

Before me, the undersigned, a Notary Public in and for said county and state on this date appeared Jason B. Rawlings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 21<sup>st</sup> day of December, 2017 A.D.

  
Notary Public for the State of Texas



Final Plat

# NORTHPORT ADDITION

## LOTS 1 THRU 4, BLOCK 3

An addition to the Town of Northlake, Denton County, Texas  
Being 14.0026 Acres out of the L. Medlin Survey, Abstract No. 830  
Containing 4 Lots • Zoned Commercial (C)

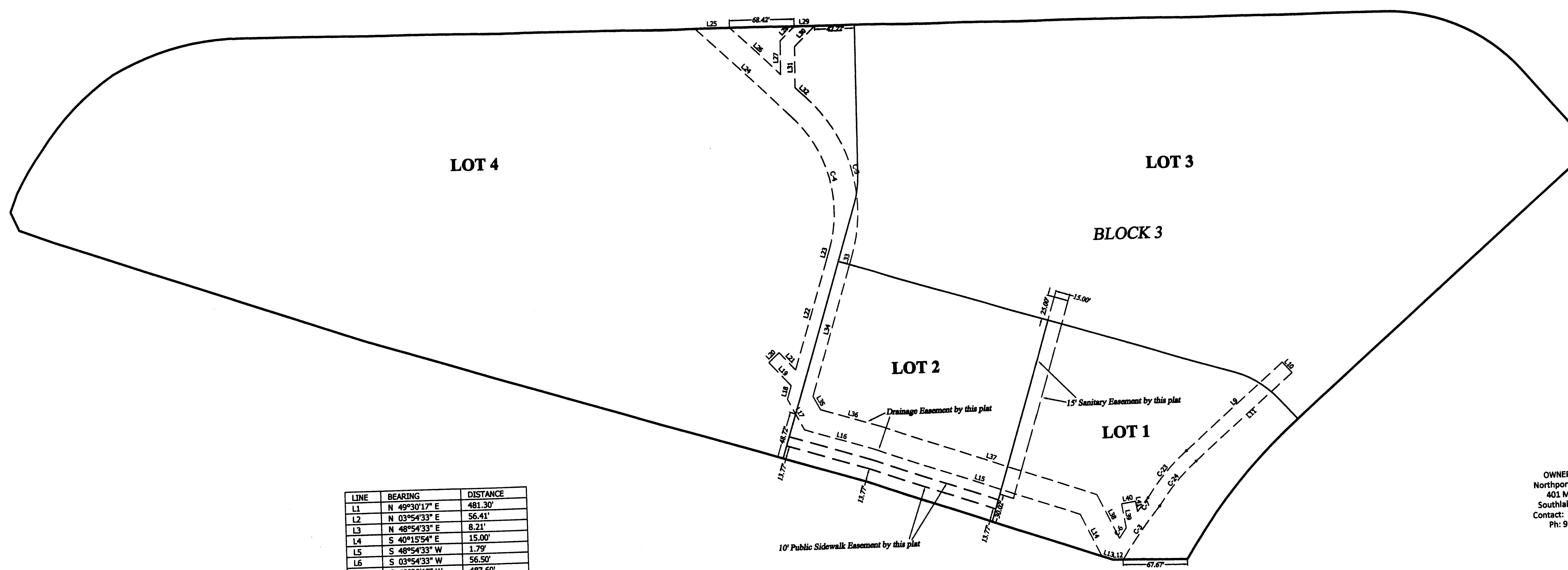
Date of Preparation - April 2017

Sheet 1 of 2

○ = 1/2" "MILLER 5665" capped steel rod set  
● = 1/2" capped steel rod found

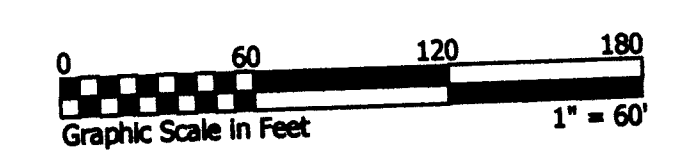
**MILLER**  
**Surveying, Inc.**  
Commercial • Residential • Municipal  
430 Mid Cities Blvd.  
Hurst, Texas 76054  
817-577-1052  
TxLSF No. 10100400  
MillerSurvey.net

Filed for Record  
in the Official Records Of:  
Denton County  
On: 1/22/2018 11:53:41 AM  
In the PLAT Records  
NORTHPORT ADDITION  
Doc Number: 2018-2  
Number of Pages: 2  
Amount: 100.00  
Order#: 20180102000309  
By: BF

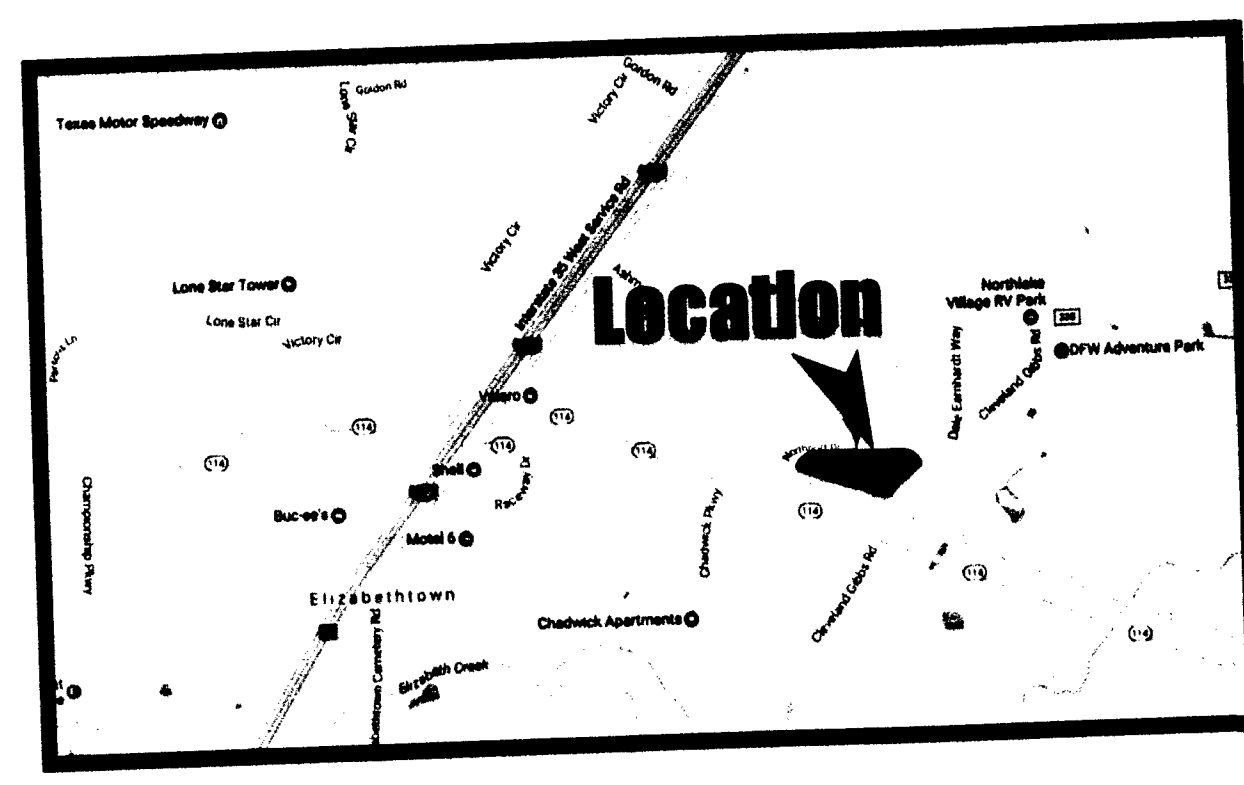


OWNER/DEVELOPER  
Northport Partners, L.L.C.  
401 Marshall Road  
Southlake, Texas 76092  
Contact: William Vaughan  
Ph: 972-979-5381

**MILLER SURVEYING**  
EST. 1965



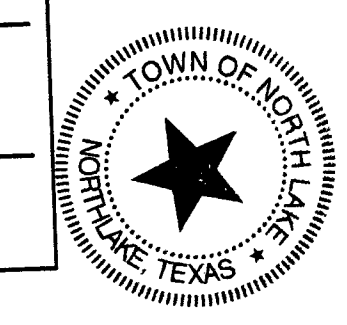
○ = 1/2" "MILLER 5665" capped steel rod set  
● = 1/2" capped steel rod found



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 49°30'17" E | 481.30'  |
| L2   | N 03°54'33" E | 56.41'   |
| L3   | N 48°54'33" E | 8.21'    |
| L4   | S 40°15'54" E | 15.00'   |
| L5   | S 48°54'33" W | 1.79'    |
| L6   | S 03°54'33" W | 56.50'   |
| L7   | S 49°30'17" W | 487.60'  |
| L8   | N 70°31'33" W | 15.03'   |
| L9   | N 49°30'17" E | 137.16'  |
| L10  | S 40°29'43" E | 15.00'   |
| L11  | S 49°30'17" W | 117.89'  |
| L12  | N 88°45'54" W | 10.76'   |
| L13  | N 70°31'37" W | 12.17'   |
| L14  | N 25°31'33" W | 49.50'   |
| L15  | N 70°31'33" W | 224.61'  |
| L16  | N 72°32'26" W | 79.00'   |
| L17  | N 27°32'26" W | 37.08'   |
| L18  | N 17°27'34" E | 14.77'   |
| L19  | N 42°32'26" W | 33.73'   |
| L20  | N 47°27'34" E | 15.00'   |
| L21  | S 42°32'26" E | 25.07'   |
| L22  | N 17°27'34" E | 121.18'  |
| L23  | N 17°27'34" E | 10.00'   |
| L24  | N 46°05'24" W | 136.92'  |
| L25  | S 89°27'09" E | 36.41'   |
| L26  | S 46°05'24" E | 72.97'   |
| L27  | N 00°58'43" E | 35.23'   |
| L28  | N 45°58'43" E | 21.20'   |
| L29  | S 89°27'09" E | 21.37'   |
| L30  | S 45°58'43" W | 30.21'   |
| L31  | S 00°58'43" W | 42.97'   |
| L32  | S 46°05'24" E | 16.98'   |
| L33  | S 17°27'34" W | 10.00'   |
| L34  | S 17°27'34" W | 142.92'  |
| L35  | S 27°32'26" E | 16.37'   |
| L36  | S 72°32'26" E | 69.09'   |
| L37  | S 70°31'33" E | 235.41'  |
| L38  | S 25°31'33" E | 51.64'   |
| L39  | N 08°57'32" W | 25.53'   |
| L40  | N 81°02'28" E | 15.00'   |
| L41  | S 08°57'32" E | 10.85'   |
| L42  | S 78°15'04" E | 30.15'   |
| L43  | S 41°19'25" E | 11.15'   |
| L44  | S 49°30'20" W | 21.16'   |
| L45  | N 41°19'25" W | 14.46'   |
| L46  | N 66°49'48" W | 30.15'   |
| L47  | N 72°32'26" W | 362.26'  |
| L48  | S 17°27'34" W | 109.15'  |
| L49  | S 72°32'26" E | 197.50'  |
| L50  | S 17°27'34" W | 24.00'   |
| L51  | N 72°32'26" W | 197.50'  |
| L52  | S 17°27'34" W | 2.03'    |
| L53  | N 72°32'26" W | 37.64'   |
| L54  | N 17°27'34" E | 277.61'  |
| L55  | N 00°32'51" E | 137.56'  |
| L56  | S 89°27'09" E | 50.24'   |
| L57  | S 00°32'51" W | 137.87'  |
| L58  | S 17°27'34" W | 26.12'   |
| L59  | S 72°32'26" E | 362.26'  |
| L60  | N 17°27'34" E | 5.57'    |
| L61  | S 72°32'20" E | 15.02'   |

| Curve | Arc     | Radius  | Central Angle | Chord         | Chord   | Ord. Dist. |
|-------|---------|---------|---------------|---------------|---------|------------|
| C-1   | 95.25'  | 207.50' | 26°18'01"     | N 36°21'17" E | 94.41'  | 94.41'     |
| C-2   | 87.38'  | 192.50' | 26°00'32"     | S 36°30'01" W | 86.64'  | 86.64'     |
| C-3   | 68.13'  | 192.50' | 7°55'32"      | S 36°13'55" W | 68.07'  | 68.07'     |
| C-4   | 152.51' | 137.50' | 63°32'58"     | N 14°18'55" E | 144.81' | 144.81'    |
| C-5   | 180.24' | 162.50' | 63°32'58"     | S 14°18'55" E | 171.14' | 171.14'    |
| C-6   | 13.00'  | 507.50' | 1°28'06"      | N 34°57'18" E | 13.00'  | 13.00'     |
| C-7   | 18.00'  | 507.50' | 2°01'56"      | N 39°04'00" E | 18.00'  | 18.00'     |
| C-8   | 62.66'  | 115.00' | 31°13'01"     | S 56°55'56" E | 61.88'  | 61.88'     |
| C-9   | 19.57'  | 30.00'  | 37°22'22"     | S 60°00'37" E | 19.22'  | 19.22'     |
| C-10  | 18.80'  | 590.27' | 1°49'30"      | S 48°37'16" W | 18.80'  | 18.80'     |
| C-11  | 15.26'  | 30.00'  | 29°09'09"     | N 26°44'51" W | 15.10'  | 15.10'     |
| C-12  | 46.31'  | 85.00'  | 31°13'01"     | N 56°55'56" W | 45.74'  | 45.74'     |
| C-13  | 39.27'  | 25.00'  | 90°00'00"     | S 62°27'34" W | 35.36'  | 35.36'     |
| C-14  | 23.56'  | 15.00'  | 90°00'00"     | S 27°32'26" E | 21.21'  | 21.21'     |
| C-15  | 23.56'  | 15.00'  | 90°00'00"     | S 62°27'34" W | 21.21'  | 21.21'     |
| C-16  | 12.69'  | 30.00'  | 24°13'59"     | S 05°20'35" W | 12.59'  | 12.59'     |
| C-17  | 24.35'  | 82.50'  | 16°54'43"     | N 09°00'12" E | 24.26'  | 24.26'     |
| C-18  | 22.07'  | 30.00'  | 42°09'19"     | N 20°31'49" W | 21.58'  | 21.58'     |
| C-19  | 21.66'  | 30.00'  | 41°21'40"     | S 21°13'41" W | 21.19'  | 21.19'     |
| C-20  | 34.68'  | 117.50' | 16°54'43"     | S 09°00'12" W | 34.56'  | 34.56'     |
| C-21  | 39.27'  | 25.00'  | 90°00'00"     | S 27°32'26" E | 35.36'  | 35.36'     |
| C-22  | 16.45'  | 20.73'  | 45°27'33"     | S 87°05'55" W | 16.02'  | 16.02'     |
| C-23  | 64.70'  | 222.50' | 16°39'57"     | N 41°10'18" E | 64.50'  | 64.50'     |
| C-24  | 61.30'  | 207.50' | 16°55'32"     | N 41°02'31" E | 61.05'  | 61.05'     |

APPROVAL BY THE TOWN COUNCIL  
May 11, 2017  
Date  
Mayor, Town of Northlake  
Shirley Rogers  
Town Secretary, Town of Northlake



**MILLER**  
Surveying, Inc.  
Commercial • Residential • Municipal  
430 Mid Cities Blvd.  
Hurst, Texas 76054  
MillerSurvey.net  
817-577-1052  
TXLSF No. 10100400

# Final Plat NORTHPORT ADDITION LOTS 1 THRU 4, BLOCK 3

An addition to the Town of Northlake, Denton County, Texas  
Being 14.0026 Acres out of the L. Medlin Survey, Abstract No. 830  
Containing 4 Lots • Zoned Commercial (C)

Date of Preparation - April 2017

Filed for Record  
in the Official Records Of:  
Denton County  
On: 1/2/2018 11:53:41 AM  
In the PLAT Records  
NORTHPORT ADDITION  
Doc Number: 2018-2  
Number of Pages: 2  
Amount: 100.00  
Order#: 20180102000309  
By: BF

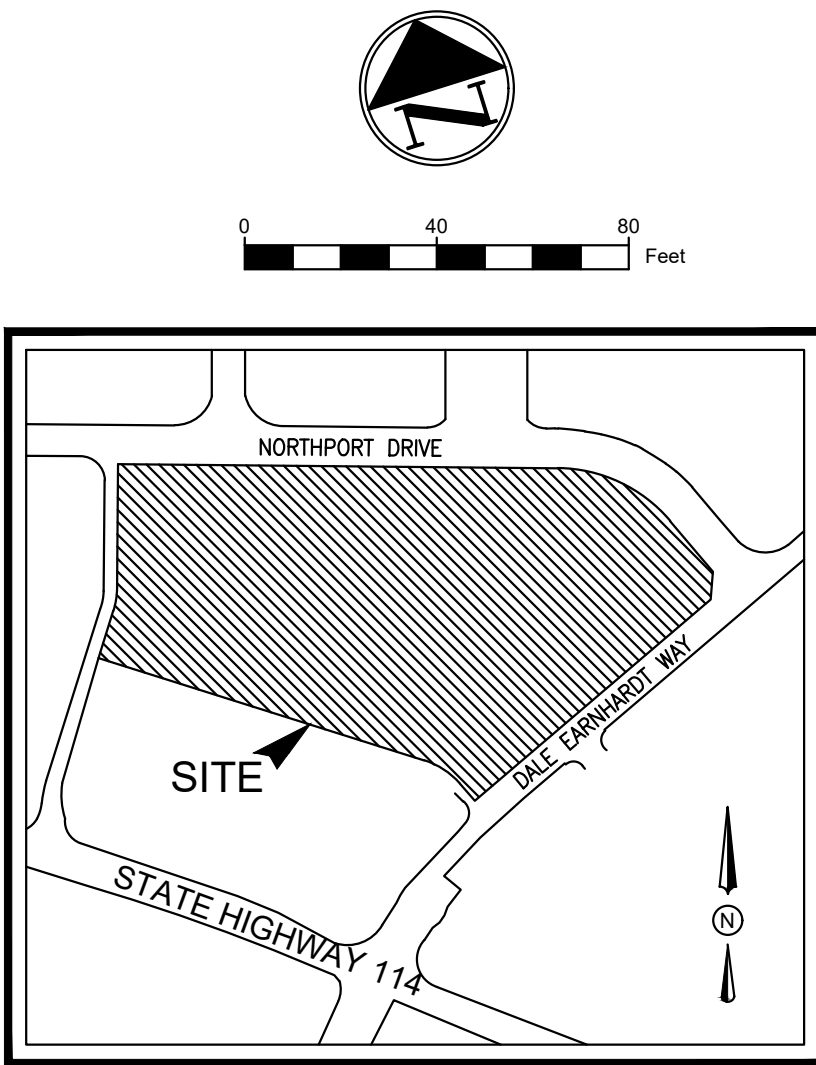
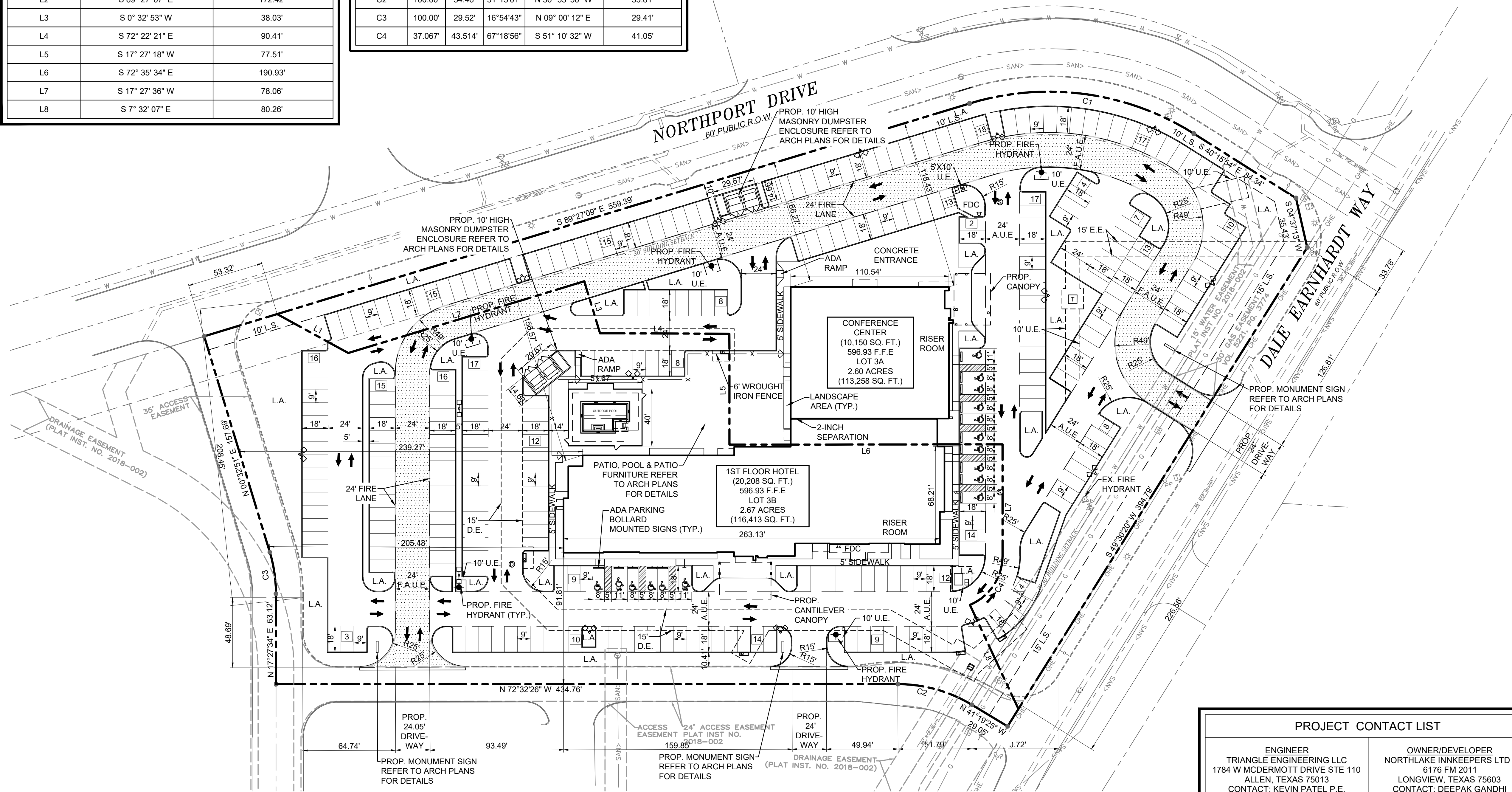
**EXHIBIT B**

**CONCEPT PLAN FOR THE HOTEL PROJECT**

(see attached)

| BOUNDARY LINE DATA |                 |          |
|--------------------|-----------------|----------|
| LINE NO.           | BEARING         | DISTANCE |
| L1                 | S 43° 51' 04" E | 56.68'   |
| L2                 | S 89° 27' 07" E | 172.42'  |
| L3                 | S 0° 32' 53" W  | 38.03'   |
| L4                 | S 72° 22' 21" E | 90.41'   |
| L5                 | S 17° 27' 18" W | 77.51'   |
| L6                 | S 72° 35' 34" E | 190.93'  |
| L7                 | S 17° 27' 36" W | 78.06'   |
| L8                 | S 7° 32' 07" E  | 80.26'   |

| BOUNDARY CURVE DATA |         |         |           |                 |                |
|---------------------|---------|---------|-----------|-----------------|----------------|
| CURVE NO.           | RADIUS  | LENGTH  | DELTA     | CHORD BEARING   | CHORD DISTANCE |
| C1                  | 190.00' | 163.11' | 49°11'15" | S 64° 51' 32" W | 158.15'        |
| C2                  | 100.00' | 54.48'  | 31°13'01" | N 56° 55' 56" W | 53.81'         |
| C3                  | 100.00' | 29.52'  | 16°54'43" | N 09° 00' 12" E | 29.41'         |
| C4                  | 37.067' | 43.514' | 67°18'56" | S 51° 10' 32" W | 41.05'         |



VICINITY MAP  
N.T.S.

#### SITE GENERAL NOTES

1. ALL CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE CITY OR LOCAL JURISDICTION STANDARDS.
2. THE LOCATION OF UNDERGROUND UTILITIES INDICATED ON THE PLANS IS TAKEN FROM AS-BUILTS, UTILITY PLANS OR SURVEY. IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE ARRANGEMENTS WITH THE OWNERS OF SUCH UNDERGROUND UTILITIES PRIOR TO WORKING IN THE AREA TO CONFIRM THEIR EXACT LOCATION AND TO DETERMINE WHETHER ANY ADDITIONAL UTILITIES OTHER THAN THOSE SHOWN ON THE PLANS MAY BE PRESENT. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND UTILITIES. IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED, THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COST OF REPAIRING THE UTILITY.
3. WHERE EXISTING UTILITIES OR SERVICE LINES ARE CUT, BROKEN OR DAMAGED, THE CONTRACTOR SHALL REPLACE OR REPAIR THE UTILITIES OR SERVICE LINES WITH THE SAME TYPE OF ORIGINAL MATERIAL AND CONSTRUCTION, OR BETTER, UNLESS OTHERWISE SHOWN OR NOTED ON THE PLANS, AT HIS OWN COST AND EXPENSE. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICTS WITH UTILITIES.
4. ALL EXCAVATIONS, TRENCHING AND SHORING OPERATIONS SHALL COMPLY WITH THE REQUIREMENTS OF THE U. S. DEPARTMENT OF LABOR, OSHA, CONSTRUCTION SAFETY AND HEALTH REGULATIONS AND ANY AMENDMENTS THERETO.
5. THE CONTRACTOR SHALL RESTORE ALL AREAS DISTURBED BY CONSTRUCTION TO ORIGINAL CONDITION OR BETTER. RESTORED AREAS INCLUDE, BUT ARE NOT LIMITED TO TRENCH, BACKFILL, SIDE SLOPES, FENCES, DRAINAGE DITCHES, DRIVEWAYS, PRIVATE YARDS AND ROADWAYS.
6. ANY CHANGES NEEDED AFTER CONSTRUCTION PLANS HAVE BEEN RELEASED, SHALL BE APPROVED BY THE CITY ENGINEER. THESE CHANGES MUST BE RECEIVED IN WRITING.
7. THE CONTRACTOR SHALL PROVIDE "RED LINED" MARKED PRINTS TO THE ENGINEER PRIOR TO FINAL INSPECTION INDICATING ALL CONSTRUCTION WHICH DEVIATED FROM THE PLANS OR WAS CONSTRUCTED IN ADDITION TO THAT INDICATED ON THE PLANS.
8. ALL CURB RADIUS TO BE 10' OR 2' UNLESS OTHERWISE NOTED ON THE SITE PLAN.
9. THIS SITE PLAN IS SPECIFIC TO THE GODDARD SCHOOL. SHOULD THIS SITE BE USED FOR ANY OTHER PURPOSE IN THE FUTURE, THE OWNER AT THAT TIME SHALL INSTALL SUFFICIENT STACKING SPACES FOR THE PROPOSED NEW USE OF THE PROPERTY.

#### PROJECT CONTACT LIST

|                                                                                                                                                |                                                                                                                                      |
|------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| ENGINEER<br>TRIANGLE ENGINEERING LLC<br>1784 W MCDERMOTT DRIVE STE 110<br>ALLEN, TEXAS 75013<br>CONTACT: KEVIN PATEL P.E.<br>TEL: 469-331-8566 | OWNER/DEVELOPER<br>NORTHLAKE INNKEEPERS LTD.<br>6176 FM 2011<br>LONGVIEW, TEXAS 75603<br>CONTACT: DEEPAK GANDHI<br>TEL: 214-455-5254 |
| SURVEYOR<br>MILLER SURVEYING, INC.<br>430 MID CITIES BLVD.<br>HURST, TEXAS 76054<br>TEL: 817-577-1052                                          | ARCHITECT<br>PAREKH ARCHITECTS PLLC<br>18218 E MORGANS BEND DR<br>CYPRESS, TEXAS 77433<br>CONTACT: SID PAREKH<br>TEL: 832-878-1262   |

#### EASEMENT/SETBACK LEGEND

|                                       |          |
|---------------------------------------|----------|
| BUILDING SET BACK                     | B.S.     |
| LANDSCAPE SETBACK                     | L.S.     |
| FIRE LANE, ACCESS & UTILITY EASEMENT  | F.A.U.E. |
| FIRE LANE, ACCESS & DRAINAGE EASEMENT | F.A.D.E. |
| ACCESS & UTILITY EASEMENT             | A.U.E.   |
| ACCESS EASEMENT                       | A.E.     |
| SANITARY SEWER EASEMENT               | S.S.E.   |
| WATER EASEMENT                        | W.E.     |
| ELECTRICAL EASEMENT                   | E.E.     |
| UTILITY EASEMENT                      | U.E.     |
| DRAINAGE EASEMENT                     | D.E.     |
| LANDSCAPE AREA                        | L.A.     |

#### EXISTING LEGEND

|                                    |         |
|------------------------------------|---------|
| TELECOM ACCESS                     | □       |
| TELECOM MANHOLE                    | ○       |
| TELECOM MARKER                     | ◇       |
| TELECOM PEDESTAL                   | □       |
| ELECTRIC CABINET                   | □       |
| ELECTRIC MANHOLE                   | ○       |
| ELECTRIC MARKER                    | ◇       |
| ELECTRIC POLE                      | ◇       |
| TRAFFIC CONTROL                    | □       |
| LIGHT POLE/POST                    | □       |
| TRAFFIC/PARKING SIGN               | □       |
| GAS MARKER                         | ◇       |
| GAS METER/SERVICE                  | ◇       |
| GAS TEST STATION                   | ◇       |
| GAS MANHOLE                        | ○       |
| WATER VAULT                        | ○       |
| FIRE HYDRANT                       | ○       |
| WATER VALVE                        | ○       |
| WATER METER                        | ○       |
| WATER MANHOLE                      | ○       |
| FIRE DEPT. CONNECT                 | ○       |
| SANITARY MANHOLE                   | ○       |
| CLEANOUT                           | ○       |
| SANITARY MARKER                    | ◇       |
| STORM MANHOLE                      | ○       |
| DROP INLET                         | ○       |
| GRATE INLET                        | ○       |
| STEEL ROD FOUND                    | ○       |
| STEEL ROD SET                      | ○       |
| CROSS IN CONCRETE                  | ×       |
| OVERHEAD UTILITY LINE              | — OHE — |
| UNDERGROUND GAS LINE PER RECORDS   | — G —   |
| UNDERGROUND SANITARY PER RECORDS   | — SAN — |
| UNDERGROUND WATERLINE PER RECORDS  | — W —   |
| UNDERGROUND STORM PIPE PER RECORDS | — S —   |

#### SITE LEGEND

|                     |       |
|---------------------|-------|
| CONCRETE CURB       | —     |
| SAW-CUT LINE        | —     |
| FENCE               | — X — |
| FIRE LANE           | —     |
| STRIPING            | —     |
| PARKING SPACES      | —     |
| MONUMENT/PYLON SIGN | —     |
| WHEEL STOPS         | —     |
| HANDICAP LOGO       | —     |
| HANDICAP SIGN       | —     |
| RAMP                | —     |
| BOLLARD             | —     |
| TRAFFIC ARROW       | —     |
| FIRE HYDRANT        | —     |
| DUMPSTER            | —     |
| LIGHT POLE          | —     |

#### SITE DATA SUMMARY TABLE (CAMBRIA HOTEL)

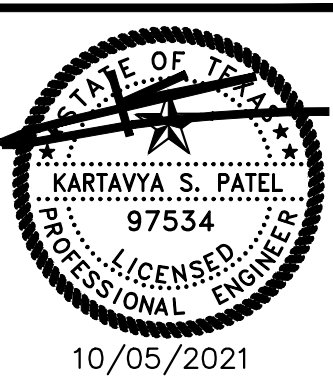
|                                              |                            |
|----------------------------------------------|----------------------------|
| NUMBER OF LOTS:                              | PROPOSED LOT 3B            |
| GROSS SITE ACREAGE:                          | 2.67 ACRES OR 116,413 S.F. |
| EXISTING ZONING:                             | COMMERCIAL                 |
| PROPOSED ZONING:                             | COMMERCIAL                 |
| PROPOSED USE:                                | HOTEL                      |
| BUILDING AREA:                               | 74,799 S.F.                |
| NUMBER OF STORIES:                           | 4                          |
| BUILDING HEIGHT:                             | 58'-7"                     |
| BUILDING COVERAGE:                           | 64%                        |
| FLOOR AREA RATIO:                            | 0.64                       |
| NUMBER OF GUEST ROOMS:                       | 111                        |
| REGULAR PARKING REQUIRED:<br>(1 SP PER ROOM) | 111 PARKING SPACES         |
| REGULAR PARKING PROVIDED:                    | 149 PARKING SPACES         |
| HANDICAP PARKING REQUIRED:                   | 5 SPACES (1 VAN SPACE)     |
| HANDICAP PARKING PROVIDED:                   | 10 SPACES (2 VAN SPACES)   |
| IMPERVIOUS COVERAGE:                         | 90,005 S.F. OR 77.3%       |
| PERVIOUS/LANDSCAPE AREA:                     | 26,408 S.F. OR 22.7%       |

#### SITE DATA SUMMARY TABLE (CONFERENCE CENTER)

|                                                         |                                           |
|---------------------------------------------------------|-------------------------------------------|
| NUMBER OF LOTS:                                         | PROPOSED LOT 3A                           |
| GROSS SITE ACREAGE:                                     | 2.60 ACRES (113,258 S.F.)                 |
| EXISTING ZONING:                                        | COMMERCIAL                                |
| PROPOSED ZONING:                                        | COMMERCIAL                                |
| PROPOSED USE:                                           | CONFERENCE CENTER                         |
| BUILDING AREA:                                          | 10,150 S.F.                               |
| NUMBER OF STORIES:                                      | 1                                         |
| BUILDING HEIGHT:                                        | 37'-8"                                    |
| BUILDING COVERAGE:                                      | 9%                                        |
| FLOOR AREA RATIO:                                       | 0.09                                      |
| PARKING REQUIRED: *(1 SPACE<br>PER 3 MAX OCCUPANT LOAD) | 143 PARKING SPACES<br>(429 OCCUPANT LOAD) |
| REGULAR PARKING PROVIDED:                               | 157 PARKING SPACES                        |
| HANDICAP PARKING REQUIRED:                              | 6 SPACES (1 VAN SPACE)                    |
| HANDICAP PARKING PROVIDED:                              | 6 SPACES (1 VAN SPACE)                    |
| IMPERVIOUS COVERAGE:                                    | 81,582 S.F. OR 72.0%                      |
| PERVIOUS/LANDSCAPE AREA:                                | 31,676 S.F. OR 28.0%                      |

This plan is to show the general concept of the proposed development. Details are subject to change with final site plan approval which is required prior to issuance of a building permit.

| NO. | DATE       | DESCRIPTION   | BY |
|-----|------------|---------------|----|
| 1   | 10-05-2021 | 1ST SUBMITTAL | KP |
|     |            |               |    |
|     |            |               |    |
|     |            |               |    |
|     |            |               |    |



#### CONCEPTUAL SITE PLAN

|                                                                            |      |          |             |           |
|----------------------------------------------------------------------------|------|----------|-------------|-----------|
| CONFERENCE CENTER & CAMBRIA HOTEL                                          |      |          |             |           |
| 5.27 ACRES L. MEDLIN SURVEY, ABS # 830                                     |      |          |             |           |
| NORTHPORT ADDITION LOT 3, BLOCK 3                                          |      |          |             |           |
| TOWN OF NORTHLAKE                                                          |      |          |             |           |
| DENTON COUNTY, TEXAS                                                       |      |          |             |           |
|                                                                            |      |          |             |           |
| T: 469.331.8566   F: 469.213.7145   E: info@triangle-engr.com              |      |          |             |           |
| W: triangle-engr.com   O: 1784 McDermott Drive, Suite 110, Allen, TX 75013 |      |          |             |           |
| Planning   Civil Engineering   Construction Management                     |      |          |             |           |
| DESIGN/DRAWN                                                               | DATE | SCALE    | PROJECT NO. | SHEET NO. |
| KP                                                                         | JZ   | 10/05/21 | 093-19      | C-3.0     |
| TX PE FIRM #11525                                                          |      |          |             |           |



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-13**

**A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, ESTABLISHING A PROGRAM AND APPROVING A CHAPTER 380 AGREEMENT WITH NORTHLAKE INNKEEPERS IN THE AMOUNT OF \$250,000 TO PROMOTE ECONOMIC DEVELOPMENT AND STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE TOWN; OF NORTHLAKE AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Chapter 380 of the Texas Local Government Code authorizes municipalities to establish and provide for the administration of one or more programs, including programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the municipality (“Chapter 380”); and

**WHEREAS**, by Resolution No. 14-32 approving the Town’s Incentives Policy on December 11, 2014 (the “Policy”), the Town Council: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to Chapter 380; and

**WHEREAS**, pursuant to Chapter 380 and the Policy, the Town desires to establish a program and enter into a Chapter 380 agreement with Northlake Innkeepers I, LLC (“Agreement”), attached as Exhibit A, providing grant payments for the development of a Hotel and Conference Center, and Parking Facility; and

**WHEREAS**, upon full review and consideration of the Program and Agreement and all matters attendant and related thereto, the Town Council is of the opinion that the Program and Agreement meet the terms and conditions of the guidelines and criteria established by the Policy and will promote local economic development in the Town.

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

**Section 1.**

The preambles previously written are true and correct.

**Section 2.**

The Town Council hereby establishes a program pursuant to Chapter 380 and the Policy to be called the Hotel 2022 Program (“Program”), which will promote economic development and stimulate business and commercial activity in the Town. The terms of the Program are outlined in the Policy.



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

Section 3.

The Town Council finds that the terms of the Agreement will promote economic development and stimulate business and commercial activity in the Town and otherwise meet the guidelines and criteria of Chapter 380, the Program, and the Policy.

Section 4.

The Agreement attached as Exhibit A, having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses is hereby approved.

Section 5.

The Town Manager, upon approval as to form by the Town Attorney, is hereby authorized to execute the Agreement attached as Exhibit A on behalf of the Town.

Section 6.

This resolution shall become effective immediately from and after its passage.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

Town of Northlake, Texas

---

David Rettig, Mayor

Attest:

---

Zolaina Parker, Town Secretary



February 10, 2022

Laura Montini, President  
Northlake Economic Development Corporation  
&  
Andy Gibson, President  
Northlake Community Development Corporation

Please accept this letter as a request for assistance for Northlake Innkeepers I, Ltd for the purposes of constructing a first-class hotel and meeting facility in your town. While I am President of Lodging Host Hotel Corp I am also the sole owner of Northlake Operating Group, the General Partner of Northlake Innkeepers I, Ltd. It is that capacity that I am writing you today.

I am sure that you are aware of the impact that Covid has had on the hospitality industry over the last couple of years. Impacts to the supply chain have affected all industries and inflated costs. While we are well on the way to recovery where our industry is concerned, one of the lingering affects has been the increased costs, especially in new construction.

This is how we would propose to use the monies from the CDC and EDC:

- This hotel will be the only Full-Service hotel in the market area except for the Marriott Champion Golf Course. Some of the funds requested will allow us to enhance the Restaurant offering, bar/alcohol offerings and add an unplanned Room Service aspect to the hotel. Specifically, we will be able to purchase the equipment needed to provide room service at the hotel. This should bring some additional business to the hotel and enhance F&B revenues especially during events in the Conference Center. Approximate cost \$75,000

- Some of the monies will be used to enlarge the existing Market Area within the hotel so that we can have a more comprehensive and extensive Market so that clients do not have to go outside of the hotel to get things. If they leave the hotel, based on the geography of the location, and go to one of the retail areas near the track or to Buc-ees, those tax revenues will end up with other municipalities. Approximately \$10,000.

- It is our intent to use the bulk of the monies to enhance the outside restaurant seating area and the adjoining outdoor wedding site. This will allow us to more fully enhance those areas that have been value engineered due to the rising construction costs of the last two years while we have been in development. Approximately \$90,000.

- Lastly, we will use some of the funding to provide a dividing wall inside of the hotel's meeting space that was being eliminated due to cost. This will allow us to cater to multiple smaller meetings at the same time which should increase the Food, Beverage and Miscellaneous revenues and sales tax base for the town. Approximately \$75,000.

We would make that assistance request in the amount of \$250,000. We appreciate you considering our request.

A handwritten signature in black ink, appearing to read "Kevin P. Hilchey".

Kevin P. Hilchey  
General Partner, Northlake Operating Group

6176 FM 2011 Longview, TX 75603 (903) 643-9171  
If you have problems with this transmission, please call Ext. 201  
"Lodging Host, Raising Service to an Art."  
[www.Lodginghost.com](http://www.Lodginghost.com)  
E-Mail [incomingmail@lodginghost.com](mailto:incomingmail@lodginghost.com)

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

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

**SUBJECT:** PURCHASE REPLACEMENTS OF DAMAGED POLICE VEHICLES

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### GOALS/OBJECTIVES:

- Protect the Public/Maintain a safe community with support of diligent and aware residents

### BACKGROUND INFORMATION:

- February 24, 2022 – Two officers involved in traffic accident resulting in two vehicles totaled
- Insurance proceeds will offset these unbudgeted expenditures for these vehicles
- Future net-zero budget amendment presented to Town Council
- Staff located 2 additional vehicles to purchase through Caldwell County
  - o Prices based on Buy Board contract price compliant with Town purchasing policy
  - o Other agency allowed Town to claim their existing order for replacement vehicles

### COUNCIL INPUT:

- Authorize Town Manager to purchase two police vehicles not to exceed \$77,000



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-14**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF POLICE EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$77,000**

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

**WHEREAS**, vendors Caldwell County is providing the quote for the police vehicles through Buy Board; and

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

**WHEREAS**, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Manager to enter into an agreement to purchase of 2 police vehicles, but not to exceed \$77,000;

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

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

**SECTION 2.** That the Town Council hereby authorizes the Town Manager to enter into an agreement for the purchase of police equipment at the quoted unit prices, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$77,000.

**SECTION 3.** This Resolution is effective immediately upon passage.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March, 2022.

Town of Northlake, Texas

---

David Rettig, Mayor

Attest:

---

Zolaina Parker, Town Secretary

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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 5**

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**DATE:** MARCH 10, 2022

**ITEM:** ACTION ITEMS





## **NOTICE OF PUBLIC HEARING**

Notice is hereby given that a public hearing will be held before the Northlake Town Council at a meeting to begin at 5:30 p.m. on Thursday, March 24, 2022, at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas, where all interested persons may appear and be heard on the petition filed by the landowner pursuant to Local Government Code, Section 43.0671 requesting annexation of approximately 10.963 acres of land located at the southwest corner of Chadwick Parkway and Cleveland-Gibbs Road contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction. A map of the area proposed for annexation is available at Town Hall and at [www.town.northlake.tx.us](http://www.town.northlake.tx.us). Case # ANX-22-001.

### **CERTIFICATION**

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, hereby certify that the above notice was posted on the official bulletin board at the Town of Northlake, Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, and on the Town's website on the 11<sup>th</sup> day of March, 2022, by 5:00 p.m.

Scheduled for publication in the Denton Record-Chronicle on March 13, 2022.

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Zolaina R. Parker, Town Secretary

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

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

**SUBJECT:** CIAC APPOINTMENTS FOR UTILITY IMPACT FEE UPDATE

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### GOALS/OBJECTIVES:

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

### BACKGROUND INFORMATION:

- In 2018, Town Council adopted Utility Impact Fee ordinance per Chapter 395 of LGC
- Updates of land use assumptions (LUA), capital improvement plans (CIP) and utility impact fees required every five years
- Based on development especially in southern pressure plain, updated master plans needed
- Capital improvements advisory committee (CIAC) appointed by Council reviews LUA, CIP and utility impact fees
- Planning and Zoning Commission (P&Z) may serve as CIAC with one caveat
  - Because Town Certificate of Convenience and Necessity (CCN) extends beyond Town limits, ad hoc member from Town extraterritorial jurisdiction required
- Suggested ad hoc CIAC member candidates from Harvest in Town ETJ:
  - Andrew Cousins, Landscape Architect, Valley Quest Design
  - Josh Fischer, Manager, Heat Transfer Solutions
  - Ben Scheck, Pastor, Grove Church
  - Cameron Whitaker, Project Manager, HCI Construction

### COUNCIL ACTION:

- Appoint capital improvement advisory committee
  - Current P&Z; and
  - One ad hoc member from Town ETJ (conforms to statutory requirements)



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-15**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, CREATING A CAPITAL IMPROVEMENT ADVISORY COMMITTEE; APPOINTING THE PLANNING AND ZONING COMMISSION MEMBERS TO SERVE AS THE CAPITAL IMPROVEMENT ADVISORY COMMITTEE, APPOINTING AD HOC MEMBER FROM TOWN EXTRATERRITORIAL JURISDICTION, ESTABLISHING THE DUTIES OF THE COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Texas Local Government Code Chapter 395 ("Impact Fee Statute") authorizes political subdivisions, including the Town of Northlake, to enact and impose impact fees on land within their corporate boundaries or extraterritorial jurisdictions to finance capital improvements associated with new development; and

**WHEREAS**, the Impact Fee Statute prescribes a process and methodology by which the Town must conduct public hearings concerning the consideration and approval of the Land Use Assumptions ("LUA") and Capital Improvement Plan ("CIP"), the adoption of the impact fees, and the ongoing periodic review and reporting requirements associated with the impact fees once adopted; and

**WHEREAS**, the Impact Fee Statute requires the Town Council to appoint a Capital Improvement Advisory Committee ("CIAC") to advise the Town Council on certain matters related to the impact fee consideration and adoption procedures required by the Impact Fee Statute; and

**WHEREAS**, the Impact Fee Statute also requires the Town Council to adopt procedural rules for the Committee to follow in the execution of its duties; and

**WHEREAS**, the Town Council finds it to be in the public's best interest to create the Capital Improvement Advisory Committee to finance capital improvements associated with new development in the Town and in the Town's extraterritorial jurisdiction,

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

**SECTION 1.** The findings and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by the Town Council and made a part hereof for all purposes.



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**SECTION 2.** The Town Council hereby establishes the Capital Improvement Advisory Committee as follows:

a. *Establishment.*

The Town of Northlake Capital Improvement Advisory Committee ("CIAC") is an advisory board whose purpose shall be to advise and make recommendations to the Town Council regarding the study, consideration, development and adoption of impact fees pursuant to the Impact Fee Statute.

b. *Membership, Compliance & Appointment.*

- i. The Town Council hereby appoints as the Committee the Planning and Zoning Commission which consists of seven (7) members.
- ii. The Town Council finds that at least one member of the Planning and Zoning Commission is from the real estate, development or building industry and is not an employee or official who serves a political subdivision or governmental entity.
- iii. The Town Council anticipates imposing impact fees in the Town's extraterritorial jurisdiction and therefore appoints an ad hoc member to the Committee who qualifies as a representative of the Town's extraterritorial jurisdiction.
- iv. The Town Council reserves the right to appoint additional members of the Committee if required to replace a member due to a resignation or for any other purpose as may be required to comply with the Impact Fee Statute.

c. *Committee Functions and Duties.*

- i. The Committee shall serve in an advisory capacity;
- ii. The Committee shall advise and assist the Town in adopting land use assumptions;
- iii. The Committee shall review the capital improvement plan and file written comments;
- iv. The Committee shall monitor and evaluate the implementation of the capital improvement plan;
- v. The Committee shall file semi-annual reports with respect to the progress of the capital improvement plan and report to the Town Council any inequities, actual or perceived, in implementing the capital improvement plan or imposing the impact fees;
- vi. The Committee shall advise the Town Council of the need to update or revise the land use assumptions, capital improvement plan, or impact fees; and



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

- vii. The Committee shall fulfill any other duties or obligations that may be required of it in accordance with the Impact Fee Statute
- d. *Committee Conduct.*
  - i. The Committee shall appoint one member as its Chairperson and one member as its Vice-Chairperson at its first meeting following the approval this Resolution.
  - ii. The Chairperson shall preside over all meetings of the Commission and in the absence of the Chairperson the Vice Chairperson shall preside.
  - iii. The Committee shall appoint a Secretary who shall be responsible for recording the minutes of the Committee's meetings and posting notice of meetings in accordance with Town ordinances and state law.
  - iv. The Committee shall conduct Committee business only when a quorum of members is present. A quorum is defined as a majority of the voting membership of the Committee.
  - v. The Committee shall meet at sufficient intervals so as to fulfill its functions and duties in a reasonably timely manner.
  - vi. The Committee shall meet as directed by the Town Council to conduct business.
  - vii. The Chairperson or any three (3) Committee members may call a special meeting as necessary to conduct business. Meetings shall be held at Town Hall, located at 1500 Commons Circle, Northlake, Texas 76226.
  - viii. The Committee may adopt its own rules of procedure for conducting business. In the event the Committee fails to adopt its own rules of procedure for conducting business, the Committee's meetings shall conform to the rules for conducting business of the Town Council and Robert's Rules of Order, as amended.
  - ix. The Committee shall provide Committee Reports to the Town Council that include comments and recommendations regarding the land use assumptions, capital improvement plan and impact fees.
- e. *Committee Reports.* The Committee shall provide Committee Reports to the Town Council that include comments and recommendations regarding the land use assumptions, capital improvement plan and impact fees, which shall be submitted as follows:
  - i. Before the fifth (5<sup>th</sup>) business day before the date of the public hearing on the proposed land use assumptions and capital improvements plan;
  - ii. Before the fifth (5<sup>th</sup>) business day before the date of the public hearing on the proposed impact fees;



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

- iii. Before the fifth (5<sup>th</sup>) business day before the date of the public hearing on any proposed amendments to the land use assumptions, capital improvements plan and impact fees; and
- iv. At any other such time as the Committee or Town Council shall deem appropriate or necessary.

**SECTION 3.** The Town Council and Town Staff shall make available to the Committee any professional reports regarding the development or implementation of land use assumptions, capital improvement plans, utility financial analyses, or any other information that may be available and relevant to the study, consideration, development, and adoption of impact fees pursuant to the Impact Fee Statute.

**SECTION 4.** Severability. In the event any clause, phrase, provision, sentence or part of this Resolution or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the Town Council of the Town of Northlake, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

**Town of Northlake, Texas**

---

**David Rettig, Mayor**

**Attest:**

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**Zolaina R. Parker, Town Secretary**

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

---

**DATE:** MARCH 10, 2022

**REF. DOC. :** FISCAL YEAR 2021-2022 CAPITAL BUDGET

**SUBJECT:** AWARD BID AND CONTRACT WITH AUC GROUP FOR PURCHASE OR LEASE OF 0.125 MILLION GALLON PER DAY (MGD) WASTEWATER TREATMENT PLANT (WWTP) FOR CATHERINE BRANCH SEWER



---

**STRATEGIC GOALS/OBJECTIVES:**

- Exercise Fiscal Responsibility; Build robust commercial tax revenue base
- Advance Northlake's Interests/Capture and incorporate ETJ as opportunities develop

**BACKGROUND INFORMATION:**

- Early 2020 - Public private partnership to construct public infrastructure along Catherine Branch
- August 13, 2020 - Began design and permitting of WWTP to serve development
- Council adopted FY 2020-2021 Capital Budget which included Catherine Branch Projects:
  - Water Improvements - Costs: \$1.9M, Funding: \$0.7M Notes, \$1.2M Impact Fees
  - Sewer Improvements - Costs: \$3.6M, Funding: \$1.8M Notes, \$0.8M Impact Fees
    - Sewer Line Oversizing - \$1.2M
    - Lift Station - \$660,000
    - WWTP and Ground Prep - \$1.74M
- Requests for proposal advertised and Town received one sealed bid for WWTP and appurtenances
- Only bidder AUC Group base bid and alternate bid broken down as follows:

| Component                     | Budget    | AUC Bid   | Remaining | Estimate   | Deficit    |
|-------------------------------|-----------|-----------|-----------|------------|------------|
| Lift Station                  | 660,000   | 174,625   | 920,150   | 1,094,775  | -434,775   |
| WWTP                          |           |           |           |            |            |
| • Ground Prep                 |           |           | 1,081,850 | 1,081,850  |            |
| • Install, Start-up, Training |           | 205,300   |           | 205,300    |            |
| • 0.125 MGD Module            |           | 1,694,300 |           | 1,694,300  |            |
| • Subtotal                    | 1,740,000 |           |           | 2,981,450  | -1,241,450 |
| Total                         | 2,400,000 | 2,074,225 | 2,002,000 | 4,076,225  | -1,676,225 |
| Lease Alternate               |           |           |           | -1,714,300 |            |
| Total                         | 2,400,000 |           |           | 2,361,925  | 38,075     |
| Annual Lease                  |           |           |           | 289,200    |            |

- Option to buyout WWTP at end of 60-month lease for \$753,460 or sublease prior to term

**COUNCIL ACTION:**

- Award bid and contract with AUC Group for 0.125 MGD WWTP and appurtenances
  - Purchase Option requires additional \$1,676,225 of funding to purchase WWTP
  - Lease Option utilizes \$289,200 from Utility Fund operations for lease of WWTP



February 21, 2022  
AVO 42003.001

Mr. Drew Corn  
Town Manager  
Town of Northlake  
1500 Commons Circle, Suite 300  
Northlake, Texas 76226

RE: Catherine Branch Packaged Wastewater Treatment Plant and Influent Lift Station Equipment  
Pre- Purchase

Dear Mr. Corn,

Bids were opened for the above referenced project on Wednesday, February 16, 2022 at 2:15 p.m. at the Town of Northlake. One (1) bid was received for the project. Please see a summary of the bids in the attached table.

Given that AUC Group supplied the package plant for Pecan Square, Halff recommends contracting for the Catherine Branch Packaged Wastewater Treatment Plant and Influent Lift Station Equipment Pre-Purchase with **AUC Group**. Halff views both the purchase and lease alternate as viable options for the Town, and recommends that the Town proceed with either option as follows:

Purchase – Bid Items 1-2.2: \$2,074,225.00

Lease Alternative – Bid Items 1.1, 2.0, 2.1, 2.2: \$359,925.00

Bid Item 4.0: \$24,100 per month for 60 months, total of \$1,446,000.00

If you have any questions, please contact me at (817) 764-7504.

Sincerely,

**HALFF ASSOCIATES, INC.**

A handwritten signature in blue ink, appearing to read "Preston C. Dillard".

Preston C. Dillard, PE  
Sr. Project Manager

| Town of Northlake: Catherine Branch Packaged Wastewater Treatment Plant and Influent Lift Station |                                                                                                                |           |     | COMPANY                  |                 |
|---------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------|-----------|-----|--------------------------|-----------------|
| BID OPENS: 2:00 P.M., WEDNESDAY, FEBRUARY 16, 2022                                                |                                                                                                                |           |     | AUC Group                |                 |
|                                                                                                   |                                                                                                                |           |     | 1800 Augusta Dr. Ste 108 |                 |
|                                                                                                   |                                                                                                                |           |     | Houston, TX 77057        |                 |
| ITEM #                                                                                            | DESCRIPTION                                                                                                    | U/M       | QTY | UNIT \$                  | TOTAL \$        |
| 1.0                                                                                               | Furnish Packaged Wastewater Treatment Plant Equipment and Related Appurtenances                                | LS        | 1   | \$ 1,694,300.00          | \$ 1,694,300.00 |
| 1.1                                                                                               | Install Packaged Wastewater Treatment Plant Equipment and Related Appurtenances                                | LS        | 1   | \$ 185,300.00            | \$ 185,300.00   |
| 1.2                                                                                               | Provide Start-Up Services for Packaged Wastewater Treatment Plant Equipment and Related Appurtenances          | LS        | 1   | \$ 10,000.00             | \$ 10,000.00    |
| 1.3                                                                                               | Provide Operator Training Services for Packaged Wastewater Treatment Plant Equipment and Related Appurtenances | LS        | 1   | \$ 10,000.00             | \$ 10,000.00    |
| 2.0                                                                                               | Furnish Influent Lift Station Equipment and Related Appurtenances                                              | LS        | 1   | \$ 171,125.00            | \$ 171,125.00   |
| 2.1                                                                                               | Provide Start-Up Services for the Lift Station Equipment and Related Appurtenances                             | LS        | 1   | \$ 1,750.00              | \$ 1,750.00     |
| 2.2                                                                                               | Provide Operator Training Services for the Lift Station Equipment and Related Appurtenances                    | LS        | 1   | \$ 1,750.00              | \$ 1,750.00     |
| TOTAL - ITEMS 1-2.2                                                                               |                                                                                                                |           |     |                          | \$ 2,074,225.00 |
| ALTERNATE BID FOR WWTP                                                                            |                                                                                                                |           |     |                          |                 |
| 4.0                                                                                               | Lease Packaged WWTP Equipment and Related Appurtenances, 60 month initial term                                 | Per Month | 60  | \$ 24,100.00             | \$ 1,446,000.00 |
| 4.1                                                                                               | Lease Packaged WWTP Equipment and Related Appurtenances, post initial term                                     | Per Month | 1   | \$ 15,350.00             | \$ 15,350.00    |
| 4.2                                                                                               | Buyout at 60 months                                                                                            | LS        | 1   | \$ 753,460.00            | \$ 753,460.00   |
| BID BOND RECEIVED? YES/NO                                                                         |                                                                                                                |           |     |                          | YES             |

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

---

**DATE:** MARCH 10, 2022

**REF. DOC.:** 2022 NORTHLAKE STRATEGIC PLAN

**SUBJECT:** CONTRACT FOR ONLINE GIS MAP DISPLAYING DEVELOPMENT  
ACTIVITY AND CAPITAL IMPROVEMENT PROJECTS



---

**GOALS/OBJECTIVES:**

- Define Future Amenities/Provide advanced technology to survey, track and deliver citizen services

**BACKGROUND INFORMATION:**

- Town Council met on November 19 and 20, 2021 to develop Strategic Plan for 2022
- In addition to vision, mission, core values, goals and strategies, Council identified Top Priorities
- Top Priority: Create an online citizens portal
- Halff currently administers Town's GIS map portal
- Halff working on similar solution for Lubbock County, Texas

**COUNCIL ACTION:**

- Authorize Town Manager to execute contract with Halff and Associates for development of web map for public view of planning and development activity and capital improvement projects not to exceed \$32,500



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-16**

**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 PUBLIC PROJECT TRACKER MAPS IN AN AMOUNT NOT TO EXCEED \$32,500**

**WHEREAS**, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for project mapping services; 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 Public Project Tracker Maps, in an amount not to exceed \$32,500; 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, Public Project Tracker Maps, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$32,500.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

Town of Northlake, Texas

---

David Rettig, Mayor

Attest:

---

Zolaina R. Parker, Town Secretary

STATE OF TEXAS            )

COUNTY OF DENTON    )

**CHANGE ORDER AND AMENDMENT NO. 20  
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: **Online GIS Web Map for Development Activity and Capital Improvement Projects**

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 said Exhibit “A”, basically described as Additional Services.
2. The amount to be paid to Consultant under such contract shall be in accordance with the Fee and Rate Schedule provided 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 10<sup>th</sup> day of March 2022.

**TOWN OF NORTHLAKE, TEXAS**

By:

Printed Name: Drew Corn

Title: Town Manager

**HALFF ASSOCIATES, INC., CONSULTANT**

By: 

Printed Name: Benjamin L. McGahey, P.E.

Title: Vice President

## **EXHIBIT 'A'**

### **Scope of Services, Fees and Rate Schedule**

#### **A. Overview**

Halff Associates, Inc. (Halff) is a member of the Esri Partner Network and offers a hosted Geographic Information System (GIS) solution to support local governments with Public Works asset and capital project management activities. This hosted solution uses Esri's ArcGIS platform to deliver web maps and mobile GIS applications for the collection and management of water, wastewater, stormwater, streets, traffic and other utility networks or reference layers needed to support the management of local government infrastructure.

As requested and directed by the Town of Northlake, Halff will develop four (4) enterprise GIS web map solutions. Two web maps will focus on the Town's developments, and the other two will focus on the Town's Capital Improvement Projects (CIP). Additionally, a Planning and Zoning dashboard will be created. Halff has extensive experience with developing and hosting GIS solutions. Halff's hosting capabilities allow Town staff to access their GIS data via web maps using current web browsers running on desktop, laptop, or mobile devices.

#### **B. Scope of Services**

##### **i. Web Map Development**

###### **Planning and Development Web Map**

Halff will create two (2) Planning and Development Department web map applications with Esri's ArcGIS Portal. One private application and one public application will be prepared.

The Development web maps will focus on the status of developments within the Town of Northlake, including these development categories: preliminary; in progress; completed. Halff will utilize the 'Plat' GIS polygon feature class located in Northlake's existing Halff-hosted SDE database as a starting point. The Plat GIS layer will be updated to include current developments in varying stages of Halff review, as well as record drawings on file. If the Town would like for Halff to add additional plan sets, this effort will be billed on a time and material basis – see C. Additional Services, item i.

In addition to the Plat data, the following reference layers from the Town's GIS will be added:

1. Town Boundary and ETJ
2. Parcels
3. Existing Roads
4. FEMA Floodplains

- (i) Secured Web Map – This web map will be deployed as a restricted site for use by Town staff only. Through this web map, Town staff will be able to view the GIS data layers and make edits to data fields such as milestone dates, review status, and developer.

Additionally, there will be the ability to attach PDF construction files. Spatial data can be submitted to Halff in GIS shapefile, geodatabase, KMZ, or CAD file format. Alternatively, a generalized shape can be digitized via PDF map.

- (ii) Public Web Map – This web map will be deployed as a publicly available site. This site will display the basic Development information the Town would like presented to the general public, but the end user will not be required to log into the site or be able to edit the data. Halff will coordinate with the Town to determine what information the public map presents.

#### Capital Improvement Projects Web Map

Halff will also create two (2) Capital Improvement Project (CIP) web map applications with Esri's ArcGIS Portal. One private application, one public application.

The CIP web maps will focus on the construction schedules of various Public Works projects. Halff will utilize the 'Thoroughfare Roads' GIS line feature class located in Northlake's existing Halff-hosted SDE database as a starting point.

In addition to the Thoroughfare Roads data, the following reference layers from the Town's GIS will be added:

1. Town Boundary and ETJ
2. Parcels
3. Existing Roads
4. FEMA Floodplains

- (i) Secured Web Map – This web map will be deployed as a restricted site for use by Town staff only. Through this web map, Town staff will be able to view the GIS data layers and make edits to data fields such as milestone dates, review status, and developer. Additionally, PDF construction files can be attached. Spatial data can be submitted to Halff in GIS shapefile, geodatabase, KMZ, or CAD file format. Alternatively, a generalized shape can be digitized via PDF map.
- (ii) Public Web Map – This web map will be deployed as a publicly available site. This site will display the basic CIP information the Town would like presented to the general public, but the end user will not be required to log into the site or be able to edit the data. Halff will coordinate with the Town to determine what information the public map presents.

Web maps developed with ArcGIS Portal can be accessed from a variety of standard current web browsers that support JavaScript, for example Edge, Firefox, Chrome, and Safari. The standard web map platform includes the functionality to zoom, pan, toggle feature layers on and off, search by address, identify features, edit features, print, and view feature layer attribute tables. A variety of base map options will be available; including aerial imagery and street maps, and the user will be able to toggle between them.

Halff will develop draft web map designs which will be presented to the Town for comment before these are finalized.

## **ii. Planning and Zoning Dashboard Development**

Halff will develop a Planning and Zoning dashboard application with Esri's ArcGIS Portal. Halff will utilize the data within the 'Plat' GIS feature class in Northlake's existing Halff-hosted SDE database as a starting point. Halff will collaborate with the Town to determine which statistics and metrics are useful and desired to include in the dashboard. A simplified map element is included as part of the dashboard interface.

Halff will develop a draft dashboard design which will be presented to the Town for comment before the dashboard is finalized.

## **C. Additional Services**

Additional services may be requested by the Town of Northlake on a task order basis. Halff will develop a separate scope of services and fee schedule for each additional service and obtain approval from the Town prior to initiating work on the additional services. Examples of additional services include, but are not limited to:

- i. Addition of plan sets
- ii. Creating additional data layers
- iii. Creating additional web maps to meet specific needs
- iv. Generating contours from available LiDAR based terrain surfaces
- v. Developing utility networks to support service impact analysis
- vi. Integrating a work order and asset management system
- vii. Integrating Halff's Asset Management Prioritization (AMP) application to support capital project planning

## **D. Fee Schedule**

- i. Item B – Scope of Services.....\$32,500
- ii. Quoted fees will not be exceeded without prior approval from the Town of Northlake.
- iii. Additional services can be added on a task order basis.
- iv. Invoicing for task order-based services will be monthly based on percent complete.
- v. Direct costs, including printing, plotting, reproduction, postage, messenger service, specialized equipment (such as GPS), and vehicle mileage will be considered reimbursable and will be billed at 1.10 times the direct cost incurred, see Exhibit B for current unit pricing schedule.
- vi. Unless otherwise stated, fees quoted in the agreement exclude state and federal sales taxes on professional services. Current Texas law requires assessment of sales tax on certain kinds of surveying services but does not require sales taxes on other professional services. In the event that new or additional state or federal taxes are implemented on the professional services provided under this agreement during the term of the work, such

- taxes will be added to the applicable billings and will be in addition to the quoted fees and budgets.
- vii. The fees and budgets established above do not include revisions once the project is underway. If revisions are requested, a revision to the scope and budget will be required.

**E. Rate Schedule**

- i. A summary of current hourly billing rates for miscellaneous services (as of January 2022)
- |                         |               |
|-------------------------|---------------|
| Project Manager         | \$175 — \$250 |
| Database/GIS Programmer | \$85 — \$175  |
| Sr. GIS Analyst         | \$115 — \$165 |
| Jr. GIS Analyst         | \$60 — \$100  |
| GIS Intern              | \$45 — \$60   |
| Clerical                | \$45 — \$75   |
| Contract Administration | \$65 — \$110  |

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC. :** 2010 AGREEMENT FOR WATER SERVICE WITH FORT WORTH

**SUBJECT:** CONTRACT FOR ALIGNMENT STUDY FOR ADDITIONAL CAPACITY  
FROM FORT WORTH WHOLESALE WATER



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### STRATEGIC GOALS/OBJECTIVES:

- Exercise Fiscal Responsibility/Build robust commercial tax revenue base
- Invest in Infrastructure/Continue to leverage infrastructure upsizing opportunities

### BACKGROUND INFORMATION:

- Town's current wholesale water capacity from Fort Worth Wholesale Water – 1.63 MGD
- Buildout requires 8.63 MGD or an additional 7.0 MGD capacity
- Last opportunity to partner on an upcoming project available
- Otherwise, separate, parallel lines required for additional capacity
- Fort Worth needs an alignment study to refine route and capacities
- Fort Worth will allow Town to conduct study to speed process
- Fort Worth will reimburse Town proportionally for study
- Fort Worth approved Halff for study

### COUNCIL ACTION:

- Authorize Town Manager to execute contract with Halff and Associates for an alignment study to provide 7.0 MGD additional capacity from Fort Worth Wholesale Supply not to exceed \$50,000



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION

**NO. 22-17**

**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 ALIGNMENT STUDY OF FORT WORTH WATER SUPPLY LINES IN AN AMOUNT NOT TO EXCEED \$50,000**

**WHEREAS**, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for an Alignment study of Fort Worth Water Supply Lines; 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 Alignment Study of Fort Worth Water Supply Lines, in an amount not to exceed \$50,000; 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, Alignment Study of Fort Worth Water Supply Lines, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$50,000.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March 2022.

Town of Northlake, Texas

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David Rettig, Mayor

Attest:

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Zolaina R. Parker, Town Secretary

STATE OF TEXAS            )

COUNTY OF DENTON        )

**CHANGE ORDER AND AMENDMENT NO. 19  
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: **Alignment Study for Fort Worth Water Supply Lines A-G**

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 March 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**

### **Alignment Study for Fort Worth Water Supply Lines A-G**

This Attachment “A” defines the services to be performed by Halff Associates, Inc. in conjunction with developing alignment options and recommendations for the proposed Fort Worth water supply lines A through G. An exhibit of the proposed water supply lines is attached. Our services include the following:

**Project.** The Town of Northlake currently has one wholesale meter (WM #1) supplied with water by the City of Fort Worth approximately 1,300 feet south of the intersection of SH 114 and IH 35W. It currently has a limit of 1.63 MGD of available supply to the Town’s South Water Pressure Plane. Demand projections show a need for an additional 7 MGD of water supply to the South Water Pressure Plane: 2 additional MGD to the existing WM #1 and 5 additional MGD to a future wholesale water meter (WM #2) approximately 4,000 north of the intersection of SH 114 and FM 156.

Water supply lines A through F on the attached exhibit are required to be constructed and in service before the additional 2 MGD is available to be delivered to WM #1. The City of Fort Worth has established guidelines for determining the cost share between the Town of Northlake and the City of Fort Worth for lines A through F. Line G will be solely used by the Town of Northlake and it will not be subject to the cost share.

#### **I. Coordination and Meetings**

- a. Halff will conduct one kickoff virtual meeting with the Town to discuss the project scope and schedule, and to obtain any data needed from the Town. Halff will prepare and distribute meeting minutes.
- b. Halff will conduct one review virtual meeting with the Town to obtain the Town’s comments on the draft study report. Halff will prepare and distribute meeting minutes.
- c. Halff will attend up to two meetings with Hillwood personnel and up to two meetings with City of Fort Worth personnel to discuss alignment alternatives, schedules, and cost sharing. Halff will prepare and distribute meeting minutes.
- d. Halff will conduct one site visit to the recommended alignment to gather visual information and photographs.

#### **II. Alignment Study**

- a. Halff will prepare a GIS basemap of the project corridor upon which all alignment option exhibits will be based. The basemap will contain available information for existing facilities such as floodplain, City of Fort Worth and Town of Northlake existing water and wastewater lines, conceptual development plans if provided by Hillwood, property information, and other information readily available on public GIS.
- b. Halff will develop up to two alignment alternatives based upon the above-indicated conversations with the Town of Northlake, the City of Fort Worth,

and Hillwood. This will also include up to two potential locations for the meter station, the ground storage tank, and the pump station.

- c. Halff will prepare a listing of pros and cons associated with the two options.
- d. Halff will prepare opinions of probable project costs for the alignment and site location options. These will include capacity charges for the existing Fort Worth 42" and 24" pipelines indicated in the City's guidance.
- e. Halff will prepare an estimate of cost share between the City of Fort Worth and the Town of Northlake based upon the City of Fort Worth's guidance requirements.
- f. Halff will develop an anticipated schedule of projects for installation of lines A through G and the WM#2/GST/Pump Station site. This will include the phasing necessary to meet the objectives of the Town of Northlake.
- g. Halff will prepare a draft report to summarize the alignment and site analyses, costs estimates, cost sharing, schedules, and phasing and submit it to the Town of Northlake for review. After receipt of review comments Halff will revise the document, prepare a final study report, and submit it to the Town of Northlake.

**Services Not Included in this Contract:**

- Survey, geotechnical, environmental, permitting, design phase, advertisement/bid phase, and construction phase services.
- SUE services. If these are found to be necessary during the course of the study, Halff can provide SUE as additional services.
- Preparation of easement documents.
- Easement acquisition services.

## **ATTACHMENT “B” COMPENSATION**

### **Alignment Study for Fort Worth Water Supply Lines A-G**

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 **\$ 48,800.00** which includes printing, direct costs and computer charges normally associated with production of these services.

The Work 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** – None.

- 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.

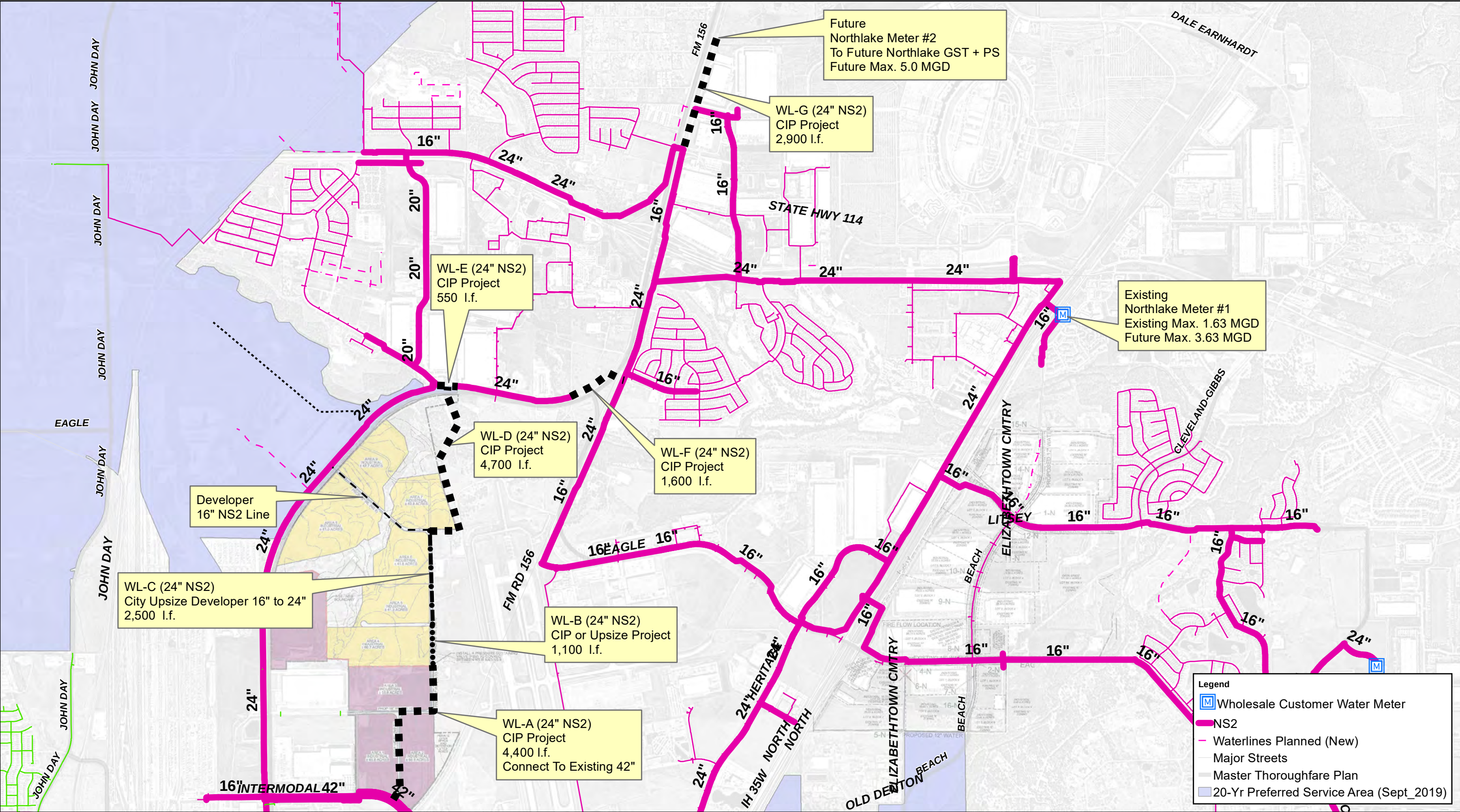
The total lump sum fee for all services is **\$ 48,800.**

**EXHIBIT "B-1"**  
**(SUPPLEMENT TO EXHIBIT "B")**

**Fort Worth Water Supply Lines A-G Alignment Study**  
**TOWN OF NORTHLAKE**

**ESTIMATED EFFORT**

| Project Phases and Tasks                      | Sr. Project Manager | Engineer  | Engineer in Training | GIS Professional | Wholesale Contract Coordinator | Admin     | Effort Subtotal | Fee Subtotal       | Direct Costs    | Project Total   |
|-----------------------------------------------|---------------------|-----------|----------------------|------------------|--------------------------------|-----------|-----------------|--------------------|-----------------|-----------------|
|                                               | \$300.00            | \$140.00  | \$115.00             | \$160.00         | \$337.00                       | \$110.00  | Hours           |                    |                 |                 |
| <b>Alignment Study</b>                        |                     |           |                      |                  |                                |           |                 |                    |                 |                 |
| Project Setup                                 | 2                   | 5         |                      |                  |                                | 2         | 9               | \$1,520            |                 | \$1,500         |
| Internal and Client Kickoff Meetings (1 each) | 2.5                 | 2.5       | 1                    |                  | 2.5                            |           | 8.5             | \$2,058            |                 | \$2,100         |
| Hillwood Meetings (2 each)                    | 2.5                 | 2.5       |                      |                  | 2.5                            |           | 7.5             | \$1,943            |                 | \$1,900         |
| Town Review Meetings (1 each)                 | 1.5                 | 1.5       |                      |                  | 1.5                            |           | 4.5             | \$1,166            |                 | \$1,200         |
| City of Fort Worth Meetings (2 each)          | 2.5                 | 2.5       |                      |                  | 2.5                            |           | 7.5             | \$1,943            |                 | \$1,900         |
| Data Collection                               | 1                   | 2         | 10                   |                  |                                |           | 13              | \$1,730            |                 | \$1,730         |
| Prepare Basemap                               | 2                   | 5         | 10                   | 15               |                                |           | 32              | \$4,850            | \$100.00        | \$4,950         |
| Develop 2 alignment options                   | 10                  | 20        | 20                   | 15               | 5                              |           | 70              | \$12,185           |                 | \$12,185        |
| Cost and Cost Share Estimates                 | 5                   | 10        | 16                   |                  | 2                              |           | 33              | \$5,414            | \$200.00        | \$5,614         |
| Prepare Draft Study Report                    | 5                   | 20        | 20                   | 10               | 2                              | 5         | 62              | \$8,874            | \$200.00        | \$9,074         |
| Prepare Final Study Report                    | 4                   | 10        | 10                   | 5                | 2                              | 4         | 35              | \$5,224            |                 | \$5,224         |
| QC                                            | 5                   |           |                      |                  |                                |           | 5               | \$1,500            |                 | \$1,500         |
| <b>Project Total:</b>                         | <b>43</b>           | <b>81</b> | <b>87</b>            | <b>45</b>        | <b>20</b>                      | <b>11</b> | <b>287</b>      | <b>\$48,405.00</b> | <b>\$500.00</b> | <b>\$48,877</b> |



# Distribution System Improvements To Increase Wholesale Supply Northlake

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF DOC.:** CHAPTERS 51 AND 552 OF THE TEXAS LOCAL GOVERNMENT CODE  
AND CHAPTER 13 OF THE TEXAS WATER CODE

**SUBJECT:** WATER & SEWER FEES



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### GOALS/OBJECTIVES:

- Exercise Fiscal Responsibility
- Invest in Infrastructure

### BACKGROUND INFORMATION:

- July 16<sup>th</sup>, 2020 Town Council passed the new water and Sewer Rates
  - o This passage amended the exhibit that showed the water and sewer fees
  - o The fees were not included in the table and need to be reinserted

### COUNCIL INPUT:

- Approve Ordinance 22-0310A



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**NO. 22- 0310A**

**AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, *NUNC PRO TUNC*, CORRECTING, RATIFYING, AND, TO THE EXTENT REQUIRED, READOPTING CERTAIN FEES AS SET OUT IN ORDINANCE 15-0910C; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town provides, or causes to be provided, water and sewer services to all residences and businesses within the Town and to some customers located outside the Town;

**WHEREAS**, Texas law authorizes the Town to establish rates for its customers; and

**WHEREAS**, the Town amended the water and sewer rate fee schedule with ordinance 20-0716B; this schedule in Section A4.001 “water and Sanitary Sewer Fee Schedule,” of Article A4.000, “Water and Sanitary Sewer Service Fees,” of Appendix A, did not include any changes or a detail schedule of fees: and

**WHEREAS**, pursuant the fee schedule in Ordinance 15-0910C, the Town Council determined that water and sewer fees provided in Ordinance 15-0910C are reasonable and necessary to defray the costs of providing such services; and

**WHEREAS**, the Town intended for the fee schedule adopted in Ordinance 15-0910C to continue in effect despite the amendment to the rates adopted in Ordinance 20-0716B; and

**WHEREAS**, to avoid all doubts, the Town Council hereby ratifies and, to the extent required, readopts the following fees that the Town Council determined are reasonable and necessary to cover the basic operating costs of the facilities and system, as outlined in Exhibit “A”.

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

**SECTION 1.**  
**AUTHORITY**

This Ordinance is adopted pursuant to the police powers and authority given to home rule municipalities by the constitution, codes, and general laws of the State of Texas, including but not limited to Chapters 51 and 552 of the Texas Local Government Code and Chapter 13 of the Texas Water Code.



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**SECTION 2.**  
**PURPOSE**

The purpose of this Ordinance is to provide for public health and general welfare, the efficient and effective provision of Town services and the protection of the environment and natural resources of the community. From and after the passage of this Ordinance all residential, business, commercial, and industrial occupancies and uses within the Town and to areas outside the Town within its service area shall conform to the following.

**SECTION 3.**  
**FINDINGS OF FACT**

The foregoing findings and recitations set out in the preamble of this Ordinance are found to be true and correct and that they are hereby adopted by the Town Council and made a part hereof for all purposes as findings of fact.

**SECTION 4.**  
**WATER & SEWER RATES**

Section A4.001, "Water and Sanitary Sewer Fee Schedule," of Article A4.000, "Water and Sanitary Sewer Service Fees," of Appendix A, the Town of Northlake's Fee Schedule, is hereby corrected to include the table as shown on Exhibit "A" which shall be included as Table (a)(1), attached hereto and incorporated herein for all purposes.

**SECTION 5.**  
**EFFECTIVE DATE OF RATES AND FEES**

The fees corrected, ratified and, to the extent required, re-adopted in this Ordinance shall supersede all prior adopted fees and shall remain effective as of the effective date of Ordinance 15-0910C.

**SECTION 6.**  
**CUMULATIVE CLAUSE**

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



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**SECTION 7.**  
**SEVERABILITY CLAUSE**

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

**SECTION 8.**  
**PENALTY CLAUSE**

That any person, firm, or corporation violating any of the provisions or terms of this Ordinance shall upon conviction be punished by a fine not to exceed the sum of Five Hundred Dollars (\$500.00) for each offense, and each and every day such violation shall continue shall be deemed and constitute a separate offense.

**SECTION 9.**  
**SAVINGS CLAUSE**

All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of the Code of Ordinance of the Town of Northlake, as amended, or any other ordinances affecting water and sewer rates which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 10.**  
**PUBLICATION**

The Town Secretary is hereby directed to publish the caption and penalty clauses as required by Section 52.011 of the Texas Local Government Code.



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**SECTION 11.**  
**EFFECTIVE DATE**

This Ordinance shall be in full force and effect after its passage and publication as required by law, and it is so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, this 10<sup>th</sup> day of March, 2022.

**Town of Northlake, Texas**

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**David Rettig, Mayor**

**ATTEST:**

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**Zolaina R. Parker, Town Secretary**



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**Exhibit A.**

|                                                 |            | Water Fees          |                      |                           | Sewer Fees     |
|-------------------------------------------------|------------|---------------------|----------------------|---------------------------|----------------|
| Meter Size                                      | Meter Type | Water Meter Deposit | Water Meter Tap Fee* | Water Meter Placement Fee | Sewer Tap Fee* |
| 3/4" or Less                                    | Simple     | \$ 150.00           | \$1,100.00 w/box     | \$ 350.00                 | -              |
| 1"                                              | Simple     | \$ 250.00           | Actual cost w/box    | \$ 400.00                 | -              |
| 1-1/2"                                          | Simple     | \$ 500.00           | Actual cost w/box    | \$ 550.00                 | -              |
| 2"                                              | Simple     | \$ 750.00           | Actual cost w/vault  | \$ 750.00                 | -              |
| 2"                                              | Compound   | \$ 750.00           | Actual cost w/vault  | \$ 2,050.00               | -              |
| 2"                                              | Turbine    | \$ 750.00           | Actual cost w/vault  | \$ 950.00                 | -              |
| 3"                                              | Compound   | \$ 1,000.00         | Actual cost w/vault  | \$ 2,500.00               | -              |
| 3"                                              | Turbine    | \$ 1,000.00         | Actual cost w/vault  | \$ 1,200.00               | -              |
| 4"                                              | Compound   | \$ 1,250.00         | Actual cost w/vault  | \$ 3,800.00               | Actual cost    |
| 4"                                              | Turbine    | \$ 1,250.00         | Actual cost w/vault  | \$ 1,600.00               | Actual cost    |
| 6"                                              | Compound   | \$ 1,500.00         | Actual cost w/vault  | \$ 5,300.00               | Actual cost    |
| 6"                                              | Turbine    | \$ 1,500.00         | Actual cost w/vault  | \$ 3,700.00               | Actual cost    |
| *Charged only if not provided by property owner |            |                     |                      |                           |                |

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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

---

**DATE:** MARCH 10, 2022

**REF. DOC.:** UNIFIED DEVELOPMENT CODE (UDC)

**SUBJECT:** UDC AMENDMENT TO REQUIRE NOTIFICATION SIGNS



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### GOALS/OBJECTIVES:

- Reinforce our Identity; Define who we are (and don't settle for less)

### BACKGROUND INFORMATION:

- P&Z and Town Council briefed on proposed requirement for notification signs for zoning changes
- Consensus of input provided:
  - o Type of signs (corrugated plastic on t-posts)
  - o Size of signs (4' x 4')
  - o Sign content (see exhibit)
  - o Number of signs and placement (min. 1 per 1,500 ft street frontage to max. of 3)
  - o Responsibility for purchasing, placement, and monitoring of signs (by applicant)
  - o Timing of posting, removal, and replacement of signs (21 days before hearing/7 days after)
- UDC amendment drafted for consideration based upon input
  - o Requires signs to provide notice of public hearings for:
    - Zoning changes
    - Planned developments
    - Specific Use Permits
  - o UDC text amendment includes general requirements for signs
  - o Detailed informational sign design criteria to be developed according to requirements
  - o Summary of key requirements and example design provided in attached presentation

### P&Z RECOMMENDATION:

- Held public hearing and received no comments on the proposed amendment
- Recommended approval of the UDC text amendments as presented in the attached ordinance

### COUNCIL ACTIONS:

- Hold public hearing
- Consider approval of the UDC amendment ordinance



TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE

**NO. 21-0310B**

**AN ORDINANCE AMENDING CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS BY AMENDING THE THE UNIFIED DEVELOPMENT CODE OF THE TOWN OF NORTHLAKE, TEXAS; PROVIDING FOR THE REQUIREMENT OF NOTIFICATION SIGNS FOR ZONING CHANGES, PLANNED DEVELOPMENTS, AND SPECIFIC USE PERMITS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.**

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

**WHEREAS**, the Town previously adopted the Town's Unified Development Code ("UDC") on January 24, 2013 which includes regulations governing the notice of public hearings for zoning changes, planned developments, and specific use permits ("SUPs"); and

**WHEREAS**, the UDC provides for text amendments in certain situations; and

**WHEREAS**, Town staff drafted certain amendments with input from the Planning and Zoning Commission and Town Council to require notification signs for zoning changes, planned developments, and SUPs; and

**WHEREAS**, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on March 1, 2022, the Planning and Zoning Commission recommended approval of the amendment as outlined herein; and

**WHEREAS**, the Town Council held a public hearing on March 10, 2022 after proper notification thereof with respect to the adoption of the proposed UDC text amendments in accordance with the UDC and the Texas Local Government Code; and

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

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

**SECTION 1.** The findings set forth above are incorporated into the body of this ordinance as if fully set forth herein.

**SECTION 2.** Section 4.3, "Notice Requirements," in Article 4, "Procedures and Applications," of the Unified Development Code of the Town Northlake is hereby amended by adding Subsection 4.3.C. to read as follows:

**“Sec. 4.3 Notice Requirements**

\*\*\*

- C. Sign Notice. Whenever sign notice of a public hearing before a Board, Commission, or the Town Council is required, posting of a notification sign or signs shall be required as follows:

1. Placement

- a. A minimum of one (1) sign per 1,500 feet of each street frontage or portion thereof shall be posted on the property in question.
- b. A maximum of three (3) signs shall be posted on any street frontage.
- c. Signs shall generally be centered and spaced evenly along the street frontage.
- d. Signs shall be visible from and placed perpendicular to the street.
- e. Signs shall be located on the property outside of the public right-of-way unless placed a minimum of ten (10') feet from the edge of street pavement.

2. Design

- a. Signs shall be four (4') feet by four (4') feet.
- b. Signs shall be double-sided, durable, and mounted on two stakes/poles.
- c. The bottom of signs shall be at least one foot above grade.
- d. Signs shall be constructed in accordance with the Town's notification sign design criteria and shall include lettering/graphics placed on both sides containing the following information at a minimum:
  - i. Type of case (i.e. zoning change, SUP, etc.)
  - ii. Project/case number
  - iii. Proposed zoning or use
  - iv. Size of subject property in acres
  - v. Town logo
  - vi. Town phone number to contact for more information
  - vii. Town website to visit for more information

3. Posting

- a. Owner/applicant shall be responsible for obtaining, posting, and maintaining the posting of all required signs according to this subsection.
- b. Signs shall be posted a minimum of 21 days before a scheduled public hearing and shall be maintained until the subject of the public hearing has been approved, denied, or withdrawn. A public hearing will not be scheduled and published notice and written notice will not be initiated until Town staff confirms the placement of the required notification signs.
- c. Owner/applicant shall remove signs within one (1) week of approval, denial, or withdrawal of the request requiring the public hearing. The owner/applicant shall also repair or replace any damaged or missing signs within one (1) week of notice from Town staff.

\*\*\*”

**SECTION 3.** Section 5.4, “Zoning Change/Zoning Map Amendment,” of Article 5, “Zoning Districts,” of the Unified Development Code of the Town Northlake is hereby amended to read as follows:

**“Sec. 5.4 Zoning Change/Zoning Map Amendment**

\*\*\*

C. Processing of Application and Decision.

\*\*\*

2. Review by Planning and Zoning Commission.

\*\*\*

- c. *Notification Requirements.* Prior to consideration, an application for a zoning change or zoning map amendment requires published, written, and sign notice in accordance with section 4.3 of this UDC.

3. Decision by Town Council.

\*\*\*

- b. *Notification Requirements.* Prior to consideration, an application for a zoning change or zoning map amendment requires published, written, and sign notice in accordance with section 4.3 of this UDC.

\*\*\*"

**SECTION 9.** Article 5, "Zoning Districts," of the Unified Development Code of the Town Northlake is hereby amended by amending Sections 5.10, "Planned Development," and 5.11, "Specific Use Permit (SUP)," to read as follows:

**"Sec. 5.10      Planned Development**

\*\*\*

B. Processing of Application and Decision.

\*\*\*

2. Review by Planning and Zoning Commission.

\*\*\*

- c. *Notification Requirements.* Prior to consideration, an application for a PD requires published, written, and sign notice in accordance with section 4.3 of this UDC.

3. Decision by Town Council.

\*\*\*

- a. *Notification Requirements.* Prior to consideration, an application for a PD requires published, written, and sign notice in accordance with section 4.3 of this UDC.

\*\*\*

**Sec. 5.11      Specific Use permit (SUP)**

\*\*\*

C. Processing of Application and Decision.

\*\*\*

4. Review by Planning and Zoning Commission.

\*\*\*

- d. *Notification Requirements.* Prior to consideration, an application for an SUP requires published, written, and sign notice in accordance with section 4.3 of this UDC.

5. Decision by Town Council.

\*\*\*

- c. *Notification Requirements.* Prior to consideration, an application for a SUP requires published, written, and sign notice in accordance with section 4.3 of this UDC.

\*\*\*"

**SECTION 4.** Any person violating any provision of this ordinance shall be fined for each and every day during which any violation of any provision of this ordinance is committed, continued, or permitted in the maximum amount allowed by law as provided in Section 1.01.009 of the Town Code.

**SECTION 5.** With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

**SECTION 6.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraph section of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**SECTION 7.** All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

**SECTION 8.** The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

**SECTION 9.** This Ordinance shall be in full force and effect from and after its passage and publication as required by law.

**PASSED AND APPROVED ON THIS THE 10th DAY OF March, 2022**

Town of Northlake, Texas

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David Rettig, Mayor

ATTEST:

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Zolaina R. Parker, Town Secretary

TOWN OF NORTHLAKE

# UDC Amendment to Require Notification Signs



MARCH 10, 2022

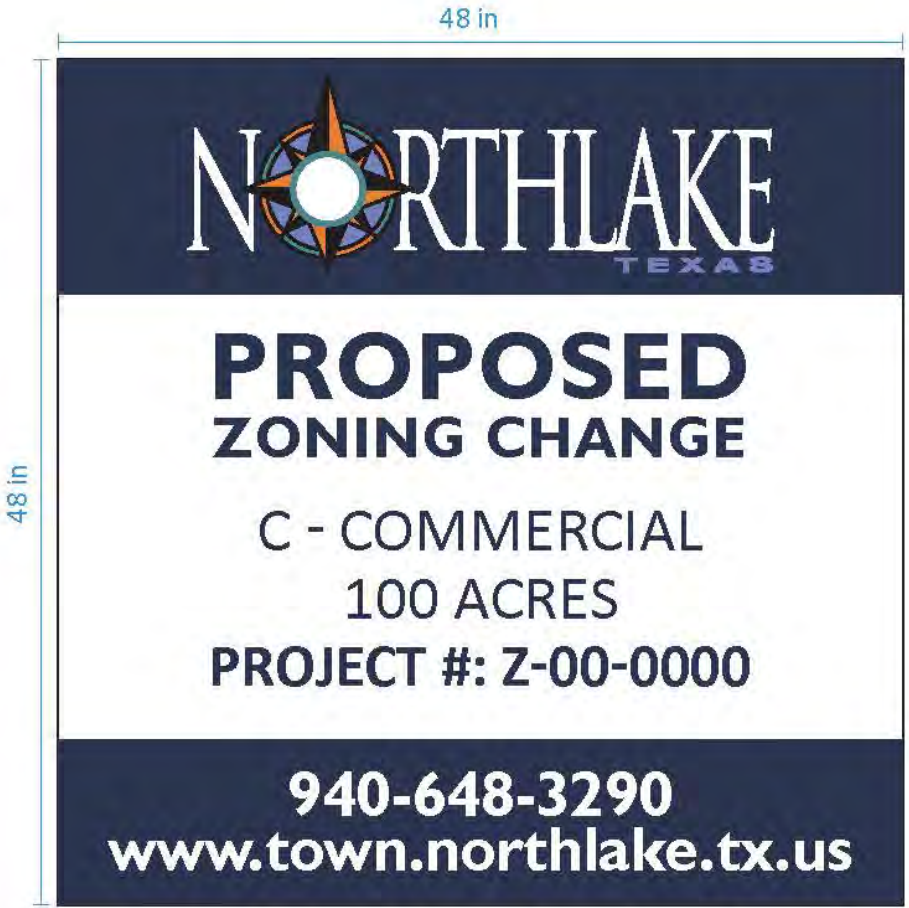


# PROPOSED UDC AMENDMENT

- Briefed P&Z and Town Council on requiring zoning change signs
- Drafted UDC amendment based on input from briefings
  - Minimum of 1 sign per 1,500 feet of each street frontage
  - Max of 3 signs per any street frontage
  - Visible from street placed perpendicular to street
  - 4' x 4' sign size
  - Bottom at least one foot above grade
  - Owner/applicant responsible for posting/maintaining sign
  - Must be posted 21 days prior to scheduled public hearing
  - Must be removed/replaced within 1 week

# EXAMPLE NOTIFICATION SIGN

Sign Placement



# EXAMPLE SIGN PLACEMENT



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## NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

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**DATE:** MARCH 10, 2022

**REF. DOC. :** NORTHLAKE TIRZ NO. 1 MAINTENANCE CONTRACT

**SUBJECT:** LEASE AGREEMENT WITH GUARDIAN MANAGEMENT COMPANY  
FOR EXCLUSIVE LEASE OF HAY BARN AT POOCH PARK



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### STRATEGIC GOALS/OBJECTIVES:

- Reinforce our Identity/Preserve estate development, open spaces, and parks
- Define Future Amenities/Prioritize Town-provided services

### BACKGROUND INFORMATION:

- Northlake Tax Increment Reinvestment Zone No. 1 (TIRZ) created on December 10, 2015
- TIRZ purpose to reimburse Town then developer for construction, maintenance and operation of Canyon Falls trail system and dog park
- During construction of dog park, existing barn refurbished for public use
- Town not currently staffed to manage rental booking and maintenance of barn
- Canyon Falls management company currently maintaining dog park as well as trail system
- Lease barn to management company exclusively and prioritize rental to Northlake residents

### COUNCIL ACTION:

- Approve lease agreement with Guardian Management Services for exclusive lease of Hay Barn at Pooch Park for \$400 per month with requirement to rent facility to public prioritizing residents

## LEASE AGREEMENT

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This Lease Agreement (“Agreement”) is hereby made and entered into effective this 10th day of March, 2022, by and between the **Town of Northlake, Texas** (“Lessor”), a Texas municipality, and **Guardian Association Management, Inc.** (“Lessee”) a Texas corporation. For convenience, Lessor and Lessee shall sometimes be referred to herein individually as a “party” and collectively as “parties.”

### **RECITALS**

**WHEREAS**, Lessor owns an approximate 2,880 square foot recreational facility (the “Hay Barn”) on the property located at the Canyon Falls Dog Park, 555 Westbridge Drive, in the Town of Northlake, Texas; and

**WHEREAS**, Lessor currently contracts with Lessee for the management of public amenities in connection with Tax Increment Reinvestment Zone 1 (“TIRZ 1”); and

**WHEREAS**, Lessor desires to lease the Hay Barn owned by Lessor to Lessee for the purpose of renting recreational space to residents of the Town of Northlake; and

**WHEREAS**, Lessee desires to lease such property from Lessor in accordance with the terms and conditions expressed in this Agreement.

### **TERMS AND CONDITIONS**

**NOW, THEREFORE**, for and in consideration of the mutual agreements and covenants of the parties as expressed in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby mutually agree as follows:

1. Property subject to Lease. Subject to the provisions hereof, Lessor hereby leases unto Lessee and Lessee hereby leases from Lessor for the term the following real property, including any improvements located thereon:

The recreational amenities facility (approximately 2,880 square feet), known as the Hay Barn, located at 555 Westbridge Drive, Northlake, Texas 76262, which property is more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein for all purposes (hereinafter referred to as “the Property”).

Lessee stipulates that it has examined the Property as well as all buildings and improvements located on the Property, and they are all, at the date of this lease, in good order and repair and in a safe and clean condition, and Lessee accepts the Property “as is” as suitable for Lessee’s intended

use.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS LEASE.

2. Term. The initial term of this Lease is for a period of five (5) years, beginning on April 1, 2022 (hereinafter, the "Initial Term"). Upon expiration of the Initial Term, Lessee shall have the option to extend the Lease for an additional period of five (5) years at the then prevailing market rent for the Property. This option to extend may be exercised by Lessee by written notice to Lessor no later than one hundred eighty (180) days prior to the expiration of the Initial Term, unless otherwise agreed to by the Parties. Lessee shall have and is hereby granted the right to terminate this Lease at any time, with or without cause, upon ninety (90) days' advance written notice to Lessor and payment, at time of notice, of a termination fee equal to two (2) months' rent. Lessee shall be responsible for payment of monthly Rent through the noticed date of termination.

3. During the Initial Term of this Lease, Lessee shall pay Lessor rent in the amount of \$400.00 per month, with the total annual rent of \$4,800.00 to be deducted in a lump sum from Lessor's annual payment to Lessee for TIRZ 1 maintenance (the "TIRZ 1 payment withholding") for each year this Lease is in effect. If the term of this Lease does not commence on the first of the month, rent shall be prorated to reflect an amount due for the remainder of the first month.

4. Lessee shall have and is hereby granted the right to terminate this Lease at any time, with or without cause, upon ninety (90) days' advance written notice to Lessor. Upon receiving notice of termination, Lessor shall retain a termination fee equal to two (2) months' rent from the TIRZ 1 payment withholding. Additionally, Lessor shall retain from the TIRZ 1 payment withholding the value of monthly rent through the noticed date of termination. Lessor shall refund any amount withheld in excess of the combined value of the termination fee and rent through date of termination.

5. Lessee agrees that future annual TIRZ 1 payments will secure the lease throughout the duration of the lease term and any renewal. If Lessee defaults, Lessor may capture default payments from future TIRZ 1 payments to pay arrears of rent, to repair any damage to the leased premises, or to pay any expense or liability incurred by Lessor as a result of the default.

6. Lessee covenants and agrees that it may use the Property solely for the purposes expressed above. No hazardous materials may be stored, used, handled, or disposed of on the Property. The term "Hazardous Materials" means any one or more pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent or oil as defined in or pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Clean Water Act, as amended, the Water Pollution Control Act, as amended, the Solid Waste Disposal Act, as amended, or any other Federal, State or local environmental law, regulation, ordinance, or rule, whether existing as of the date of this Lease or subsequently enacted. As long as Lessee is not in default of this Agreement, Lessee shall have exclusive right to occupy the Property and to use the Property solely for such purposes, subject to Lessor's rights as provided herein. Lessee

agrees not to permit any waste of the Property, or to use the Property in any way that is hazardous or which would void insurance of the Property.

7. Lessee further covenants and agrees that Lessee shall not make any alterations or modifications to the Property, or construct any additional improvements on the Property, without Lessor's prior written approval. **Lessee shall indemnify Lessor against any and all mechanics and materialmen's liens or any other type of claims or liens imposed upon the Property arising as a result of any such approved alteration or modification.**

8. During the term of this Lease, Lessee shall at Lessee's sole expense maintain in good order and repair at Lessee's expense the major structural components of the building on the Property, including the roof, walls, foundation, plumbing, electrical and air conditioning/heating equipment. In maintaining the Property, Lessee shall operate in such a manner as to comply with all applicable federal, state, county and town laws, codes, ordinances, and other regulations. Specifically, but not by way of limitation, Lessee's maintenance shall include:

- (a) Picking up and properly disposing of litter on the Property;
- (b) Performing all routine maintenance (replacing light bulbs, changing HVAC filters, general cleaning, etc.);
- (c) Immediately reporting any vandalism on the Property to the Town's Police Department and the Town Manager;
- (d) Keeping the Property free from all defects and hazardous conditions.

Lessor has the right to enter and inspect the Property at any time. If the inspection reveals that maintenance is not being properly carried out, Lessor may provide written notice to Lessee demanding compliance. If Lessee has not complied within thirty (30) days after receipt of the notice, Lessor may undertake the work and send an invoice to Lessee for reimbursement in full. Lessee shall pay Lessor's costs within thirty (30) days of receipt of such invoice. Failure to pay such costs shall be grounds for termination of this Lease. Alternatively, Lessor may elect to terminate this Lease after thirty (30) days written notice to Lessee. Notwithstanding the foregoing, Lessor shall make commercially reasonable efforts to notify Lessee in advance of any entrance to the Property, and shall schedule such entrance during Lessee's normal business hours and in such a manner as to minimize interruptions to Lessee's business.

9. Lessee shall pay the following utility charges at the Property: water, sewer, electric, and natural gas utilities. Lessee further agrees to be responsible for the landscaping and irrigation on the Property.

10. Title to all permanent improvements and fixtures on the Property shall immediately and automatically vest in Lessor. All other improvements of a non-permanent nature, such as trade fixtures, machinery and furnishings made or installed by Lessee, may be removed from the Property at any time by Lessee except as otherwise provided in this Agreement.

11. Lessee shall at Lessee's sole expense manage all advertising, booking, billing, and other activities conducted in the course of offering the Property to residents of the Town of Northlake as a rental recreational facility. Lessee covenants and agrees that Lessor shall not be a party to any contractual agreement made in connection with the rental of the Property without Lessor's express written consent.

12. Lessee shall at Lessee's sole expense maintain the Property in a presentable condition consistent with good business practices and in a safe, neat, sightly, and good physical condition. Lessee shall, at Lessee's sole expense, repair all damages to the Property caused by its employees, patrons, or operations thereon.

13. Lessee shall pay and discharge all taxes, assessments, or other charges assessed against Lessee's personal property and business at the Property. Lessee shall also pay and discharge any real property taxes assessed on the Property, as Town property is only exempt from real property taxes when used for a public purpose.

14. Lessee covenants and agrees that Lessee's use of the Property shall comply with all federal, state, county and town laws, codes, ordinances and regulations, as currently exist or may hereafter be amended or adopted. It is understood and agreed that if Lessor gives notice to Lessee of any such violation on the part of Lessee or any of its officers, agents, employees, contractors, subcontractors, licensees or invitees, Lessee shall immediately cease and desist from such violation, and take all necessary steps to ensure that such violation is corrected and that such violation does not reoccur.

15. **Indemnity for Loss of Property.** Lessor shall in no way be responsible for any property belonging to Lessee, its officers, agents, employees, contractors, subcontractors, licensees, or invitees which may be stolen, destroyed or in any way damaged, and **Lessee hereby indemnifies and holds harmless Lessor, its officers, agents, servants and employees from and against any and all such claims, regardless whether any such claim or suit for damages or injury is attributable, in whole or in part, to Lessor's negligence.**

16. **Indemnity for Damages or Injury.** Lessee covenants and agrees to indemnify, hold harmless and defend at its expense, Lessor and its officers, agents, servants or employees, from and against any and all claims or suits for damages or injury, including death, to any and all persons or property of whatsoever kind or character, arising out of or incident to the leasing of or the use, occupancy, or maintenance of the Property by Lessee and its officers, agents, servants, employees, patrons, contractors, subcontractors, licensees or invitees. Lessee does hereby assume all liability and responsibility for such claims or suits; and Lessee hereby indemnifies and holds harmless the Lessor for any and all damage or destruction to Lessor's Property arising out of the acts or omissions of Lessee and its officers, agents, servants and employees.

17. Lessee covenants and agrees that during the Initial Term, and any renewal or extension of this Lease, Lessee will furnish to Lessor, at Lessee's sole cost and expense, a certificate of insurance as proof that is has secured and paid for a policy of comprehensive general liability insurance in the sum of One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for

damages resulting from personal injury or death, and One Million and 00/100 Dollars (\$1,000,000.00) per occurrence for property damage, with One Million and 00/100 Dollars (\$1,000,000.00) umbrella/excess coverage for all of the foregoing. Lessee shall also be responsible for contents insurance, if any, on Lessee's belongings (which insurance need not conform to the provisions of Section 17 below). Additionally, Lessee shall procure and keep in effect, at Lessee's expense, all risk, fire, and extended coverage property insurance (including vandalism and malicious mischief) on the Property.

18. Lessor shall be named as an additional insured under the above-described policies, and each such policy shall contain endorsements waiving subrogation rights against Lessor and providing that such policies may not be cancelled unless Lessor is provided with written notice of such intent to cancel at least thirty (30) days prior to any such cancellation. Each such insurance policy shall be procured from a company authorized to do business in the State of Texas and shall be satisfactory to Lessor. Lessee shall provide evidence satisfactory to Lessor that such coverage has been procured and is being maintained at all times during the Primary Term and during any renewal or extension of this Agreement.

19. This Agreement shall be subject to termination by Lessor, at Lessor's sole discretion, in the event any of the following conditions occur:

- (a) There has been any voluntary or involuntary assignment of any of Lessee's assets for the benefit of creditors;
- (b) Lessee has been the subject of any voluntary or involuntary filing of a petition in bankruptcy;
- (c) Vacancy or abandonment by Lessee of any substantial portion of the Property or cessation of the use of the Property for the purpose leased, and the continuance of that vacancy, abandonment or cessation for a period of thirty (30) days after Lessor delivers a written notice to Lessee; or
- (d) Lessee has defaulted in the performance of any of the covenants and conditions required in this Agreement.

If Lessee fails to cure, after thirty (30) days written notice from Lessor, any of the conditions listed in (a) through (d) above, Lessor may reenter and take immediate possession of the Property and remove Lessee's effects without being deemed guilty of any nature of trespass.

Lessor's remedies for Lessee's default are to:

- (a) Enter and take possession of the lease premises, after which Lessor may re-let the leased premises on behalf of the Lessee and receive the rent directly by reason of the re-letting, and Lessee agrees to reimburse Lessor for any expenditures made in order to re-let; and
- (b) Terminate this lease by written notice and sue for damages.

20. The failure of Lessor to declare this Agreement terminated upon the default of Lessee for any of the reasons permitted herein shall not operate to bar or destroy the right of Lessor to terminate this Agreement by reason of any subsequent default or violation of the terms of this Agreement.

21. Lessee further agrees and covenants that it will, at the end of the term of this Agreement or upon the termination of this Agreement, peaceably deliver up unto Lessor the Property and all appurtenances or improvements thereon in a good state of repair, as aforesaid, and vacant, unencumbered and in good and tenantable condition.

22. Lessee covenants and agrees that it shall have no power to do any act or make any contract that may create or be the foundation for any lien upon the Property, permanent improvements, or other or interest in the property of Lessor and that any such contract or lien attempted to be created shall be void. Should any purported lien be created or filed, Lessee, at its sole cost and expense, shall liquidate and discharge said lien within fifteen (15) days after the filing thereof; and should Lessee fail to discharge the same, such failure shall constitute a breach of this Agreement.

23. Lessee shall not have the right to sublet or assign all or any part of its rights, privileges or duties under this Agreement without the prior written approval of Lessor and any attempted sublease or assignment without such prior written approval shall be void. Notwithstanding the foregoing, Lessee may assign or sublease all or part of the Property without the prior consent of Lessor to (i) a wholly-owned subsidiary of Lessee, an entity that is under common ownership and control of Lessee including but not limited to Lessee's parent or any of Lessee's or Lessee's parent affiliated companies, (ii) any entity resulting from a merger or consolidation with Lessee, or (iii) any entity that acquires as a going concern all or substantially all of Lessee's assets of the business that is being conducted on the Property.

24. In any action brought by Lessor for the enforcement of the obligations of Lessee, Lessor shall be entitled to recover its actual damages, which shall include, but shall not be limited to, the loss of the value of this Agreement, reasonable attorneys' fee, court costs, pre-judgment and post-judgment interest.

25. Any notice required by this Agreement to be sent to Lessor shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Town Manager  
1500 Commons Circle, Suite 300  
Northlake, Texas 76226

or such other address as Lessor may designate in writing from time to time.

Any notice required by this Agreement to be sent to Lessee shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Jane M. Holtz

Guardian Association Management  
6950 Canyon Falls Dr.  
Northlake, TX 76226

With a copy to Lessee's Counsel:

[ADDRESS]

or such other address as Lessee may designate in writing from time to time.

26. This Agreement shall be enforceable and construed under the substantive laws of the State of Texas and shall be performed in Denton County, Texas; additionally, venue for any action brought to interpret or enforce this Agreement shall lie in Denton County, Texas.

27. This Agreement and any attachments or Exhibits hereto constitute the entire agreement by the parties hereto concerning the Property. Any prior or contemporaneous oral or written agreements which purport to vary from the terms hereof shall be void. This Agreement may be amended or changed only by mutual consent of the parties.

28. It is understood that nothing in this Agreement should be construed to result in the formation of a joint venture or partnership between the parties.

29. Lessor may retain, destroy, or dispose of any property left on the leased premises at the end of the term.

30. It is understood and agreed that any brokers fees, real estate commissions, finder's fees, or other similar charges relating to this Agreement are the sole responsibility of Lessee. Lessee agrees to indemnify and hold harmless Lessor from any and all claims for any such brokerage fees or commissions relating to this lease.

31. It is expressly recognized and understood that the parties to this Lease intend to comply with all applicable laws, rules, and regulations, including, but not limited to (i) the federal anti-kickback statute (42 U.S.C. 1320a-7(b)) and related "safe harbor" regulations; and (ii) the federal "Stark Law" (42 U.S.C. 1395nn) and related regulations. The parties recognize that this Lease is at all times subject to applicable federal, state and local laws and shall be subject to amendments in such laws and enactment of new legislation, rules and regulations. If any law is enacted or becomes effective, any regulation is promulgated or becomes effective, any court or administrative agency decision is rendered, any administrative agency interpretation is issued, or any similar action is taken which, in the opinion of counsel to Lessee, is likely to cause any of this Lease's provisions to be in violation of law, then the parties will use their best efforts, proceeding with dispatch and without unnecessary delay, to reform this Lease or negotiate a new agreement or agreements so as to achieve, as nearly as possible, the original goals of the parties reflected in this Lease.

32. This Lease, including the exhibits and schedules attached hereto, contain the entire agreement as to the matters contained herein between the parties, and supersedes and annuls all other agreements, contracts, promises or representations, whether written or oral between the parties regarding such matters. Lessor has made no representations or warranties with respect to the Property, except as herein expressly set forth. This Lease may not be amended or modified in any manner except by an instrument in writing signed by each of the parties hereto. This Lease may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and such counterparts together shall constitute one instrument. A facsimile or photocopy of a fully executed version of this Lease shall have the same force and effect as an original. The parties agree that this Lease may be electronically signed, and that electronic signatures appearing on this Lease are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

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SIGNATURE

In Witness whereof, the **Town of Northlake**, Lessor, has caused this Agreement to be executed by its undersigned duly authorized representative on this 10th day of March, 2022.

TOWN OF NORTHLAKE

By:

\_\_\_\_\_  
David Rettig  
Mayor

ATTEST:

\_\_\_\_\_  
Zolaina Parker  
Town Secretary

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## SIGNATURE

In Witness whereof, **Guardian Association Management**, Lessee, has caused this Agreement to be executed by its undersigned duly authorized representative on this 10th day of March, 2022.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
COUNTY OF \_\_\_\_\_ §

Before me, the undersigned authority in and for \_\_\_\_\_ County, \_\_\_\_\_, on this day personally appeared \_\_\_\_\_, known to me to be the same person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is authorized to and has executed the above-referenced document for the purposes and consideration therein expressed, and in the capacity stated therein.

Given under my hand and seal of office, this 10th day of March, 2022.

Notary Public in and for the State of

Notary's Name

Notary Commission Expires:

## **EXHIBIT A**

The Property consists of the improved structure located at the Canyon Falls Dog Park, which lot is described as follows: Lot 1X, Block QQ, Canyon Falls Dog Park, an Addition to the Town of Northlake, Denton County, Texas, according to the map or plat recorded as Exhibit B under Document No. 2018-146274 in the Plat Records of Denton County, Texas.

**EXHIBIT B**  
**(Property Depiction)**

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**NORTHLAKE MAYOR AND COUNCIL COMMUNICATION**

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**DATE:** MARCH 10, 2022

**REF. DOC.:**

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



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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 6**

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**DATE:** MARCH 10, 2022

**ITEM:** EXECUTIVE SESSION



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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 7**

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**DATE:** MARCH 10, 2022

**ITEM:** OPEN SESSION



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**TOWN OF NORTHLAKE COUNCIL ITEM NO. 8**

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**DATE:** MARCH 10, 2022

**ITEM:** ADJOURNMENT

