



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
SEPTEMBER 12, 2024, AT 5:30 PM
TOWN HALL - COUNCIL CHAMBER ROOM
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 September 12, 2024, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127. The following items will be considered:

1. CALL TO ORDER

- A. Roll Call, Invocation, Pledge of Allegiance

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

- A. Employee Anniversary - Brandon Doughty, Public Works Superintendent - 5 Years
- B. Employee Anniversary - Roger Davis, Equipment Operator - 5 Years
- C. Proclamation - National Preparedness Month
- D. Briefing - Update on Denton County and Texas Department of Transportation Projects
- E. Briefing - Northwest Independent School District Superintendent Update

3. PUBLIC INPUT

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

4. CONSENT ITEMS

Items listed under Consent will be enacted with one motion, one second, and one vote. Any Council member may request an item on the Consent Agenda to be taken up for Individual Consideration.

- A. Consider approval of the Town Council Meeting Minutes for August 22, 2024
- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving an Interlocal Cooperation Agreement between Denton County, Texas and the Town of Northlake, Texas for the

engineering, right-of-way acquisition, utility relocation, inspections, and construction of Faught Road between Old Justin Road and FM 407

- C. Consider calling and authorizing a public hearing to be held on October 10, 2024, 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 approximately 11.4 acres of land generally located north of SH 114 and east of Dale Earnhardt Way in the Town's exclusive extraterritorial jurisdiction
- D. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement for a subscription with NeoGov, for the Town's human resources information system, in an amount not to exceed \$67,000.01
- E. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a service agreement with the Trinity River Authority for wastewater regulatory services
- F. Consider approval of a Resolution of the Town of Northlake, Texas authorizing the Town Manager to enter into an interlocal agreement with the Town of DISH for Police Services, to be effective commencing October 1, 2024
- G. Consider approval of a Resolution of the Town of Northlake, Texas authorizing the Town Manager to enter into an interlocal agreement with the Town of DISH for Municipal Court Services, to be effective commencing October 1, 2024

5. **ACTION ITEMS**

The Following Items will be Considered:

- A. Consider approval of a Resolution of the Town of Northlake, Texas, nominating a member or members to the Board of Directors of the Denton Central Appraisal District
- B. Consider adoption of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 34.084 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, generally located east of Faught Road approximately 1,500 feet north of Carpenter Road contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction. Case # ANX-24-001
 - i. Public hearing
 - ii. Consider approval
- C. Consider adoption of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 67.95 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, generally located north of FM 407 in the 1600 and 1700 blocks of FM 407 contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction. Case # ANX-24-002
 - i. Public hearing
 - ii. Consider approval

- D. Consider adoption of an Ordinance, of the Town of Northlake, Texas, levying assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2024-2025; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted
 - i. Public Hearing
 - ii. Consider Approval
- E. Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, accepting and approving the update of the Fiscal Year 2024-2025 Service and Assessment Plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372
 - i. Public Hearing
 - ii. Consider Approval
- F. Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, adopting the Proposed Budget for Fiscal Year 2024-2025 beginning on October 1, 2024, and ending on September 30, 2025, for the Town of Northlake, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands), Tax Increment Financing Zone No. 1 (TIRZ-Canyon Falls), Tax Increment Financing Zone No. 2 (TIRZ-Catherine Branch), and Tax Increment Financing Zone No. 3 (TIRZ-Lifestyle Center)
 - i. Public Hearing
 - ii. Consider Approval
- G. Consider adoption of an Ordinance, of the Town of Northlake, Texas, fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the Town of Northlake, Texas for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, at the rate of \$0.295000 per one hundred dollars (\$100.00) and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the Town Council
 - i. Public Hearing
 - ii. Consider Approval
- H. Consider adoption of an Ordinance of the Town of Northlake, Texas, ratifying a property tax increase reflected in the Town of Northlake budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, in accordance with Texas Local Government Code Section 102.007; providing for repeal; providing for severability; and providing an effective date
- I. Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Adopted Budget for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditure for the said fiscal year shall be made in accordance with the said Amended Budget
- J. Consider approval of a Resolution of the Town of Northlake, Texas, accepting a petition to dissolve Northlake Public Improvement District No. 1 (PID No.1); and calling for a Public Hearing regarding the proposed dissolution; and authorizing publication and the issuance of notice by the Town Secretary of the Town of Northlake, Texas regarding the public hearing

- K. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc, for the design and construction management for water supply lines A-F and temporary booster station to increase water capacity in an amount not to exceed \$1,492,150
- L. Consider approval of a Resolution of the Town of Northlake, Texas determining the necessity for and ordering improvements to Dale Earnhardt Way South (the "Improvements"); specifying payment of the improvements partly by the town and partly by assessments; acknowledging having contracted for the construction of the improvements; approving the construction cost estimate; setting a public hearing on these proposed assessments for the October 10, 2024, Town Council meeting; directing the filing of a notice of proposed assessments with the Denton County Clerk; directing publication of notice of the hearing; and ordering notice of the hearing be provided to abutting property owners; and providing an effective date

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 - Consultation with Attorney**

The Town Council may convene in an executive session to consult with its attorney to seek 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. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2-acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- ii. Potential development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 69.0-acre, 0.8-acre, 1.5-acre, 3.9-acre, 4.0-acre, and 1.0-acre tracts of land generally located at the northwest corner of Sam Reynolds Rd. and FM 156 in the extraterritorial jurisdiction of the Town
- iii. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Texas Industries, Inc., property consisting of a 100-acre tract generally located at the southeast corner of Harmonson Road and McPherson Drive in the extraterritorial jurisdiction of the Town.

B. Section 551.072 - Real Property

The Town Council may convene in an executive session to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.

C. Section 551.074 - Personnel Matters

The Town Council may convene in an executive session to discuss or deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

- i. Town Manager evaluation and compensation.

7. RECONVENE INTO OPEN SESSION

The Town Council will reconvene into Open Session for possible action resulting from any items posted and legally discussed or deliberated in Executive Session.

- A. Consider a resolution authorizing the Town Manager to negotiate and execute a development agreement with Falcon Commercial Development, LLC, or an affiliate, providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of approximately 100 acres and generally located at the northwest corner of Harmonson Road and McPherson Drive in the extraterritorial jurisdiction of the Town.

8. ADJOURN

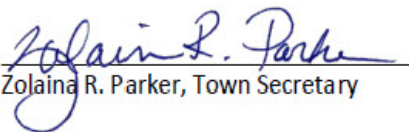
With no further items to consider, the meeting will be adjourned.

NOTE: The Town Council reserves the right to adjourn into executive session at any time during 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 agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on September 6, 2024, by 6:30 p.m., in accordance with Chapter 551 of the Texas Government Code.




Zolaina R. Parker, Town Secretary

NOTICE: THE TOWN OF NORTHLAKE'S DESIGNATED PUBLIC MEETING FACILITIES ARE ACCESSIBLE IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT(ADA). THE TOWN WILL PROVIDE ACCOMMODATIONS, SUCH AS SIGN LANGUAGE INTERPRETERS FOR THE HEARING IMPAIRED IF REQUESTED AT LEAST FORTY-EIGHT (48) HOURS IN ADVANCE OF THE SCHEDULED MEETING. PLEASE CALL THE TOWN SECRETARY'S OFFICE AT 940-242-5702 OR USE TELECOMMUNICATIONS DEVICES FOR THE DEAF (TDD), BY CALLING 1-800-RELAY-TX SO THAT REASONABLE ACCOMMODATIONS CAN BE ARRANGED.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Employee Anniversary Policy
SUBJECT: Employee Anniversary - Brandon Doughty, Public Works Superintendent - 5 Years
GOALS/ Protect the Public; 1.5 - Attract and retain top quality staff
OBJECTIVES:

BACKGROUND INFORMATION:

- Employees are recognized for milestone anniversaries:
 - 5 year
 - 10 year
 - 15 year
 - 20 year

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Employee Anniversary Policy
SUBJECT: Employee Anniversary - Roger Davis, Equipment Operator - 5 Years
GOALS/ Protect the Public; 1.5 - Attract and retain top quality staff
OBJECTIVES:

BACKGROUND INFORMATION:

- Employees are recognized for milestone anniversaries:
 - 5 year
 - 10 year
 - 15 year
 - 20 year

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Robert T. Stafford Disaster Relief and Emergency Assistance Act, PL 100-707
SUBJECT: Proclamation - National Preparedness Month
GOALS/ Protect the Public; 1.2 - Collaborate with fire and medical services
OBJECTIVES:

BACKGROUND INFORMATION:

- National Preparedness Month is recognized each September as a campaign to remind the public to prepare for disasters
- This year's campaign theme is "start a conversation"
- This year's campaign aims to encourage people to start having conversations today to help you and your family to take more actions to prepare
- The Town of Northlake is within the Denton County Emergency Services District (ESD) No. 1
- The ESD No. 1 is responsible for educating the public and promoting resources to help the public prepare for disasters that could affect our Town

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

No. 24-4

WHEREAS, each year Texas experiences a variety of emergencies and natural disasters that pose significant dangers to our communities and affect the lives of many Texans; and

WHEREAS, across Texas, we have seen communities band together to support their fellow neighbors in the face of disaster; our individual and collective preparedness is vital to handle any threats and reduce the loss of life and property; and

WHEREAS, individuals, families, and businesses are encouraged to develop and practice emergency plans to protect their household and property by taking time to create a communication strategy, decide on an emergency meeting location, build a three-day disaster preparedness kit, and sign up for emergency alerts; and

WHEREAS, additional preparedness considerations should be taken into consideration with regard to young children, Texans who are older, individuals with access and functional needs, those with medical devices, and family pets; and

WHEREAS, preparedness plans should also include financial preparedness; saving money is the best defense against disasters and individuals, families, and business owners should ensure they have access to financial, insurance, and medical records; and

WHEREAS, this September, the Town of Northlake is participating in National Preparedness Month and is committed to promoting emergency preparedness in homes and businesses, across all communities.

NOW, THEREFORE, I, Brian Montini, Mayor, of the Town of Northlake along with the entire Town Council, hereby proclaim:

September 2024 - Preparedness Month

and urge all residents to remain mindful of both natural and manmade disasters; and understand it is essential to acknowledge and heed warnings from local officials and emergency management personnel, as we must prepare today for a safer tomorrow.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND CAUSED THIS SEAL TO BE AFFIXED THIS 12TH DAY OF SEPTEMBER, 2024.

Brian Montini, Mayor

ATTEST:

Zolaina R. Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Denton County and TXDOT Road Projects
SUBJECT: Briefing - Update on Denton County and Texas Department of Transportation Projects
GOALS/ Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic
OBJECTIVES:

BACKGROUND INFORMATION:

- John Polster with Innovative Transportation Solutions will provide briefing on County and State projects
 - Current Denton County Bond Program Projects
 - Potential Denton County Bond Program Projects
 - Current TXDOT Roadway Projects

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

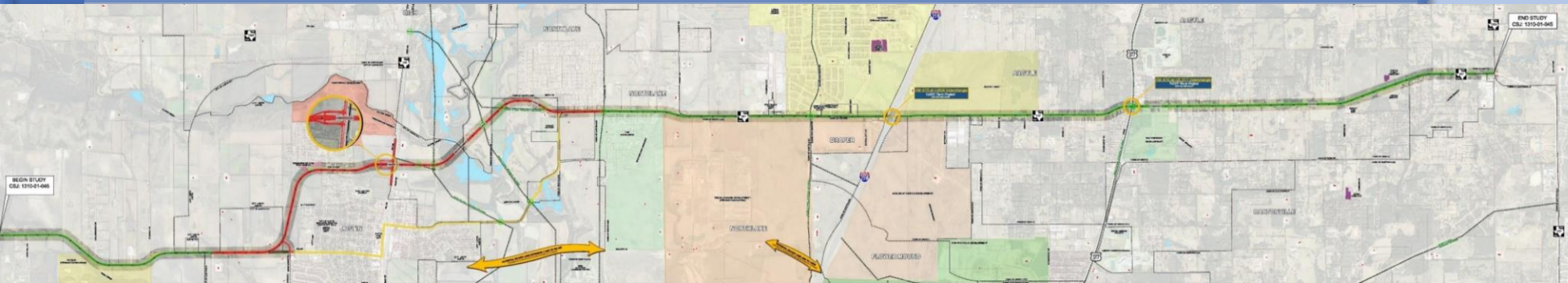


PROJECTS UPDATE

September 12, 2024

FM 407 Northlake/Justin

EST. CONSTRUCTION COST:
\$287,000,000



Ready to Let Date:

*

Engineer:

Bartlett & West

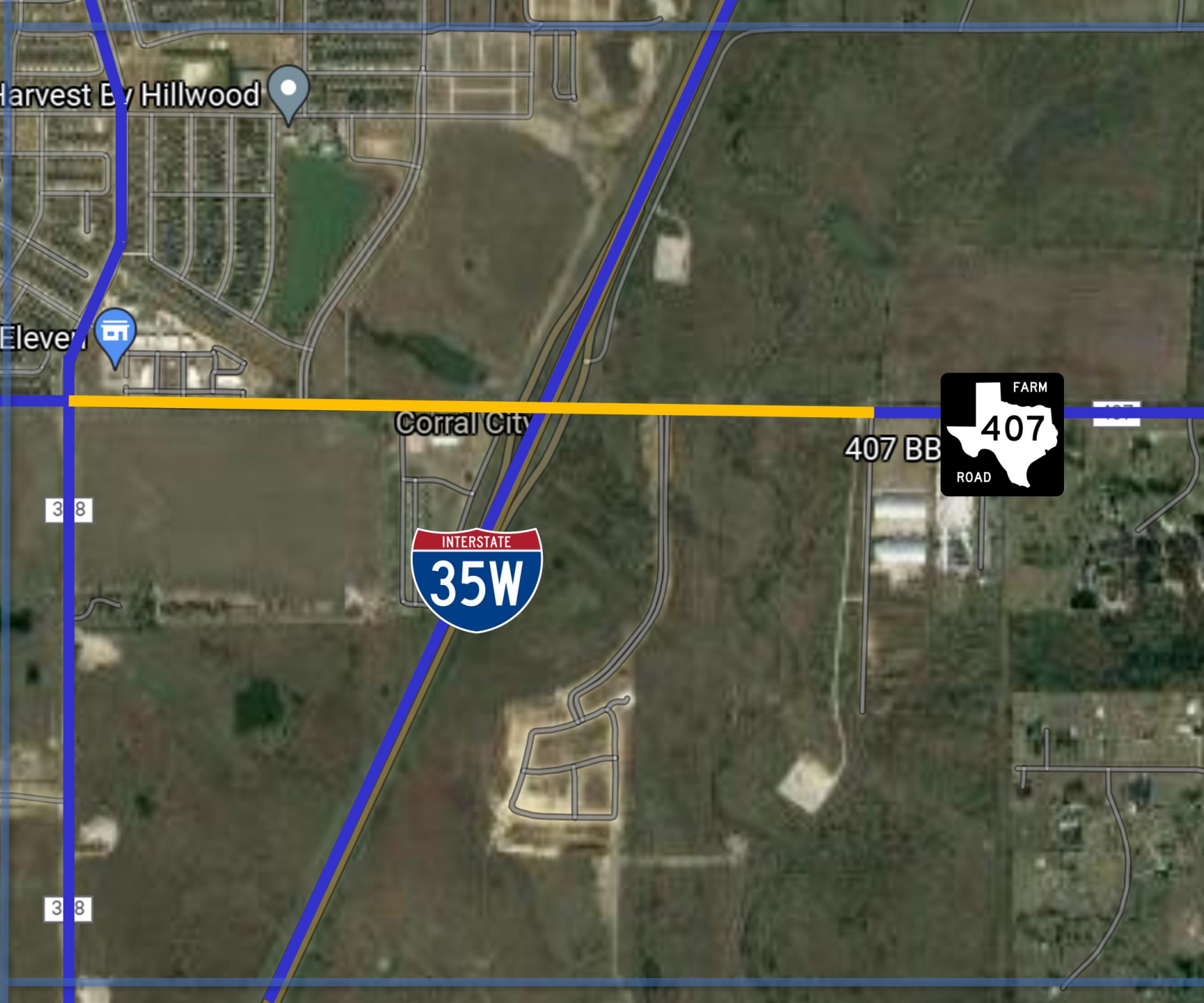
Upcoming Milestones:

Schematic Approval:

August 2024

Environmental
Clearance:

Summer 2025



FM 407 Breakout

CONSTRUCTION COST:
\$25,600,000

Ready to Let Date:

July 2025

Engineer:

Bartlett & West

Upcoming Milestones:

ROW Acquisition
Completion:

September 2024

FM 407 West Feasibility Study

CONSTRUCTION COST: *

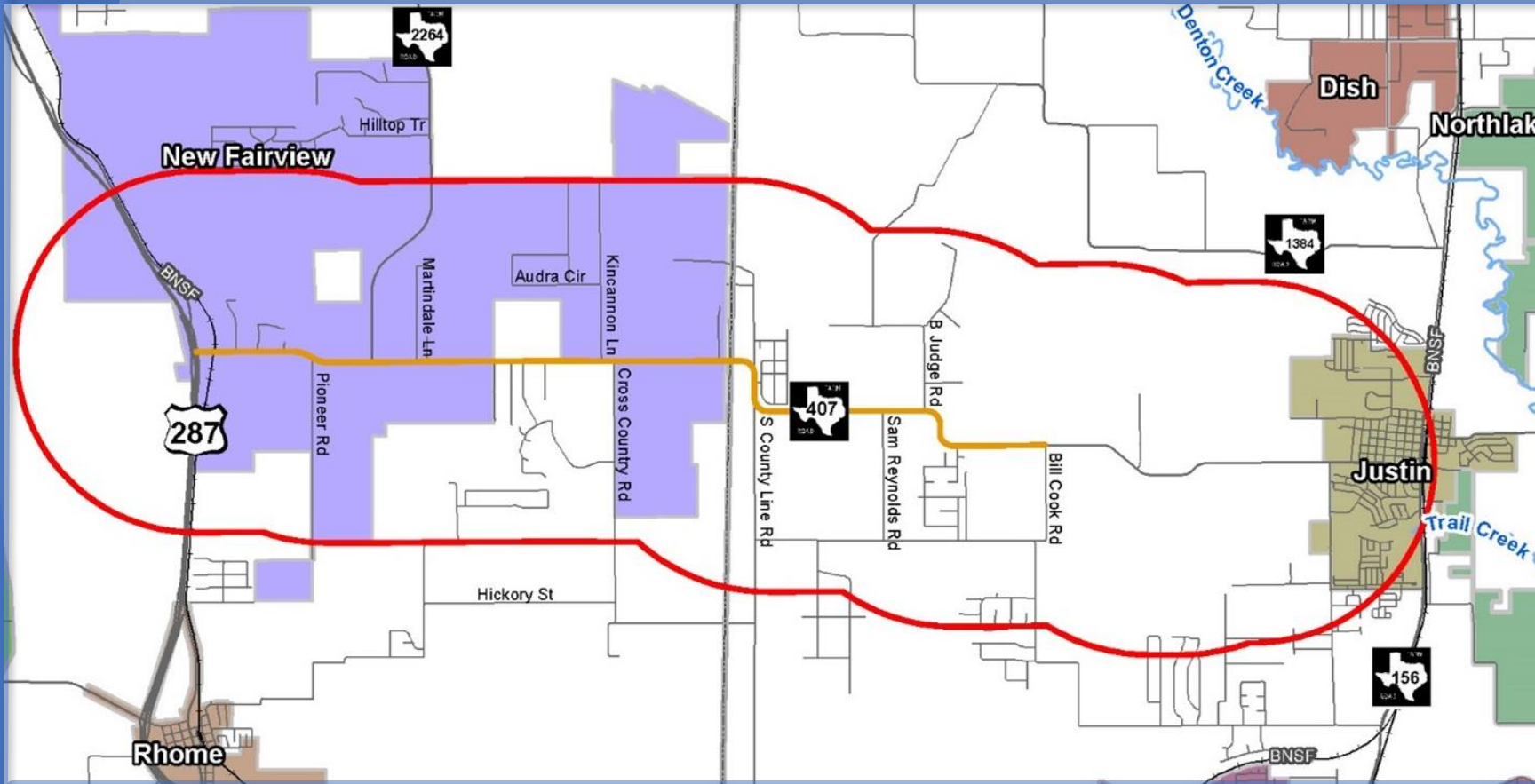
Feasibility Study
Approval:

December 2023

Schematic Approval: *

Environmental
Clearance: *

Engineering Firm:
Bartlett & West



FM 1171 West

CONSTRUCTION COST:
\$146,230,107

Ready to Let Date:

June 2027

Engineer:

TNP

Upcoming Milestones:

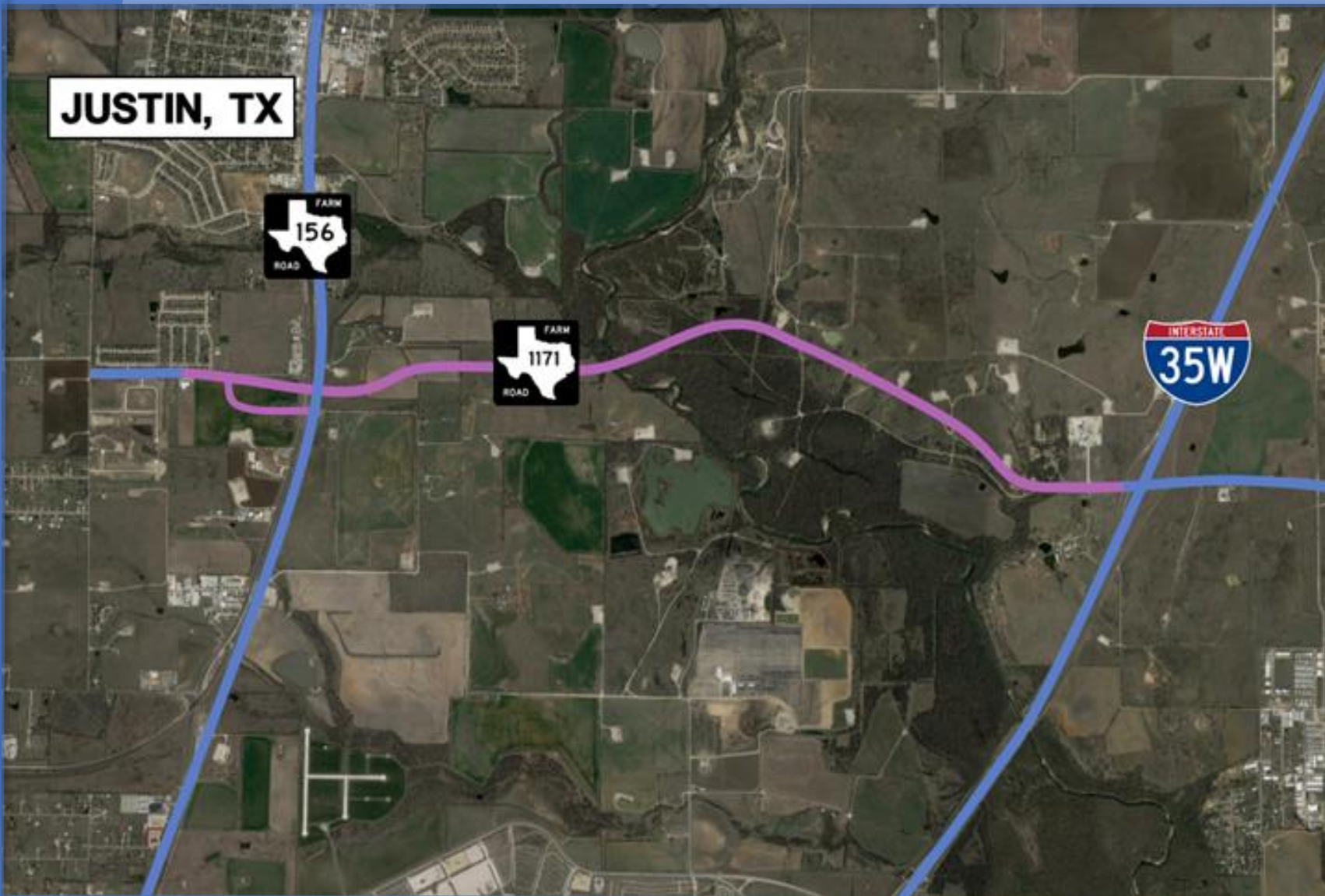
ROW: January 2025

Utility Relocations:

June 2027

100% Plans:

November 2025



US 377: Roanoke Section

CONSTRUCTION COST:
\$33,684,844

Let Date:

November 5, 2019

Construction Start:

June 8, 2020

Construction Completion:

July 2024

Contractor:

Austin Bridge & Road
Services, LP



US 377: Argyle Section

CONSTRUCTION COST:
\$135,994,285

Ready to Let Date:

June 2025

Engineer:

Jacobs

Upcoming Milestones:

ROW: Complete

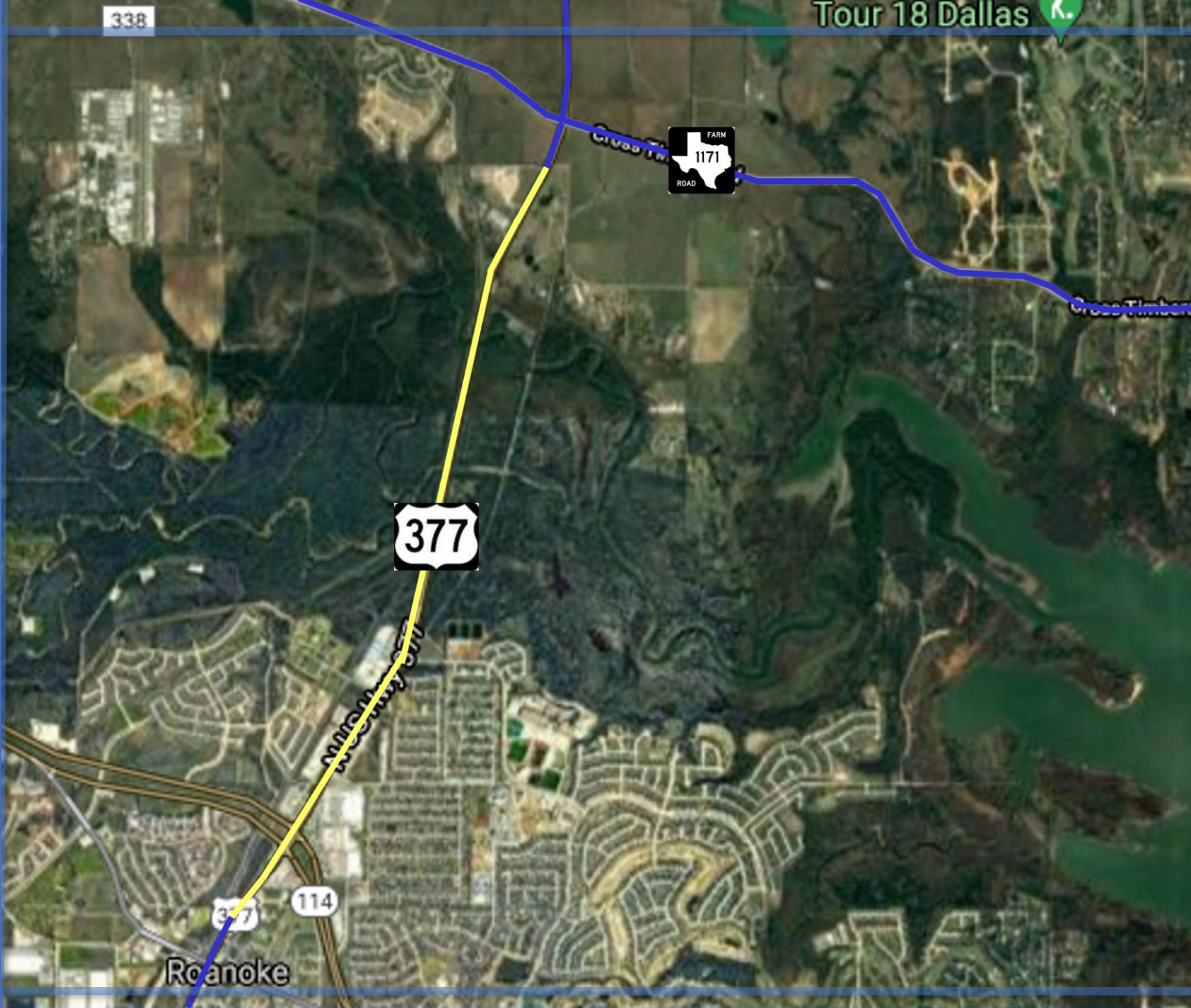
Utility Relocations:

June 2025

100% Plans:

December 2024





US 377: Creek Section

CONSTRUCTION COST:
\$79,600,000

Ready to Let Date:

*

Engineer:

Jacobs

Upcoming Milestones:

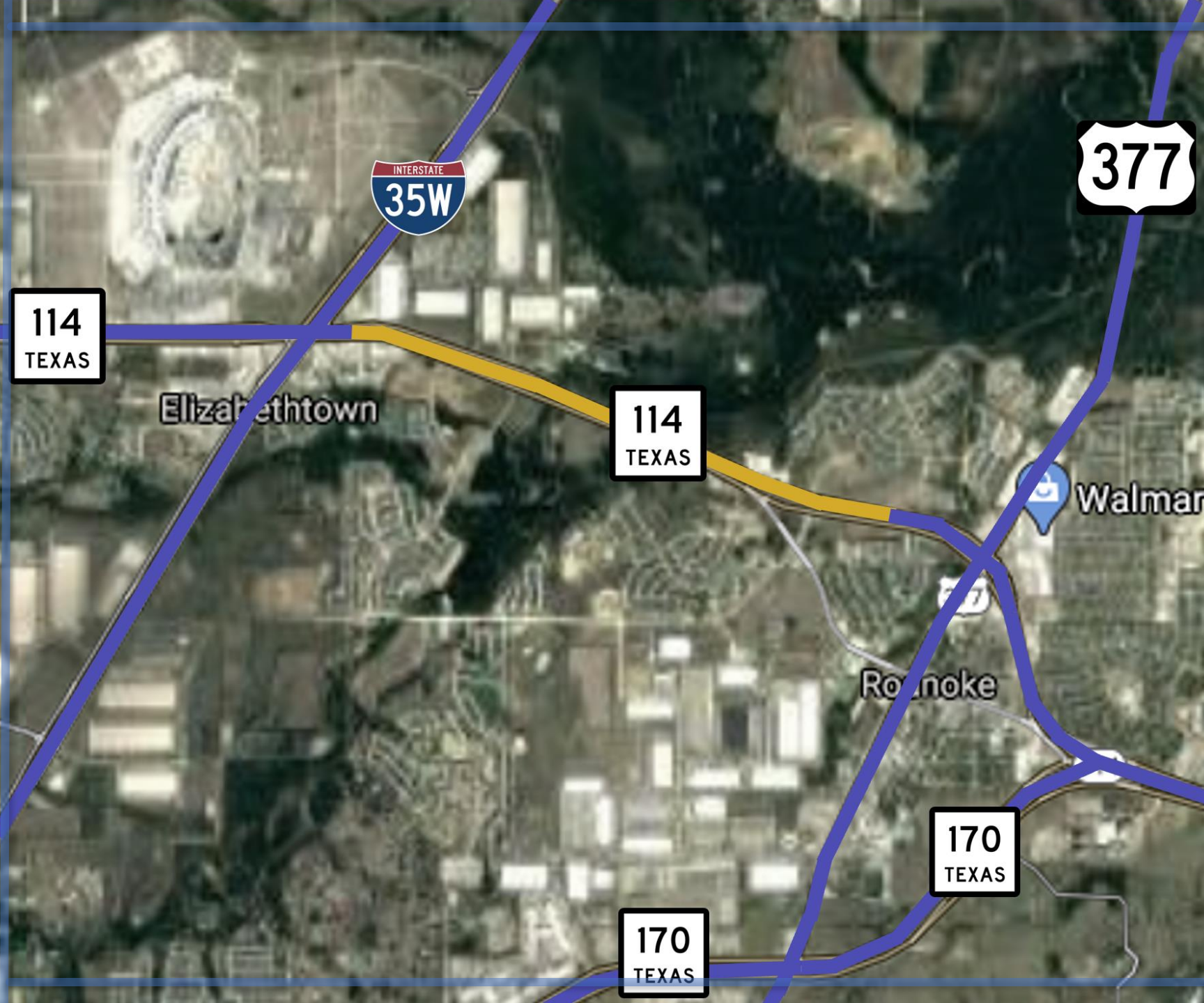
Schematic Approval:

October 2024

Environmental Clearance:

June 25, 2024

ROW: NA



SH 114 East

CONSTRUCTION COST:
\$107,231,732

Let Date: April 4, 2023

Construction Start:
August 28, 2023

Construction Completion:
May 2026

Contractor:
Mario
Sinacola & Sons

I-35W Frontage Roads

CONSTRUCTION COST:
\$446,891,327

Ready to Let Date:
March 2026

Engineer:
WSP

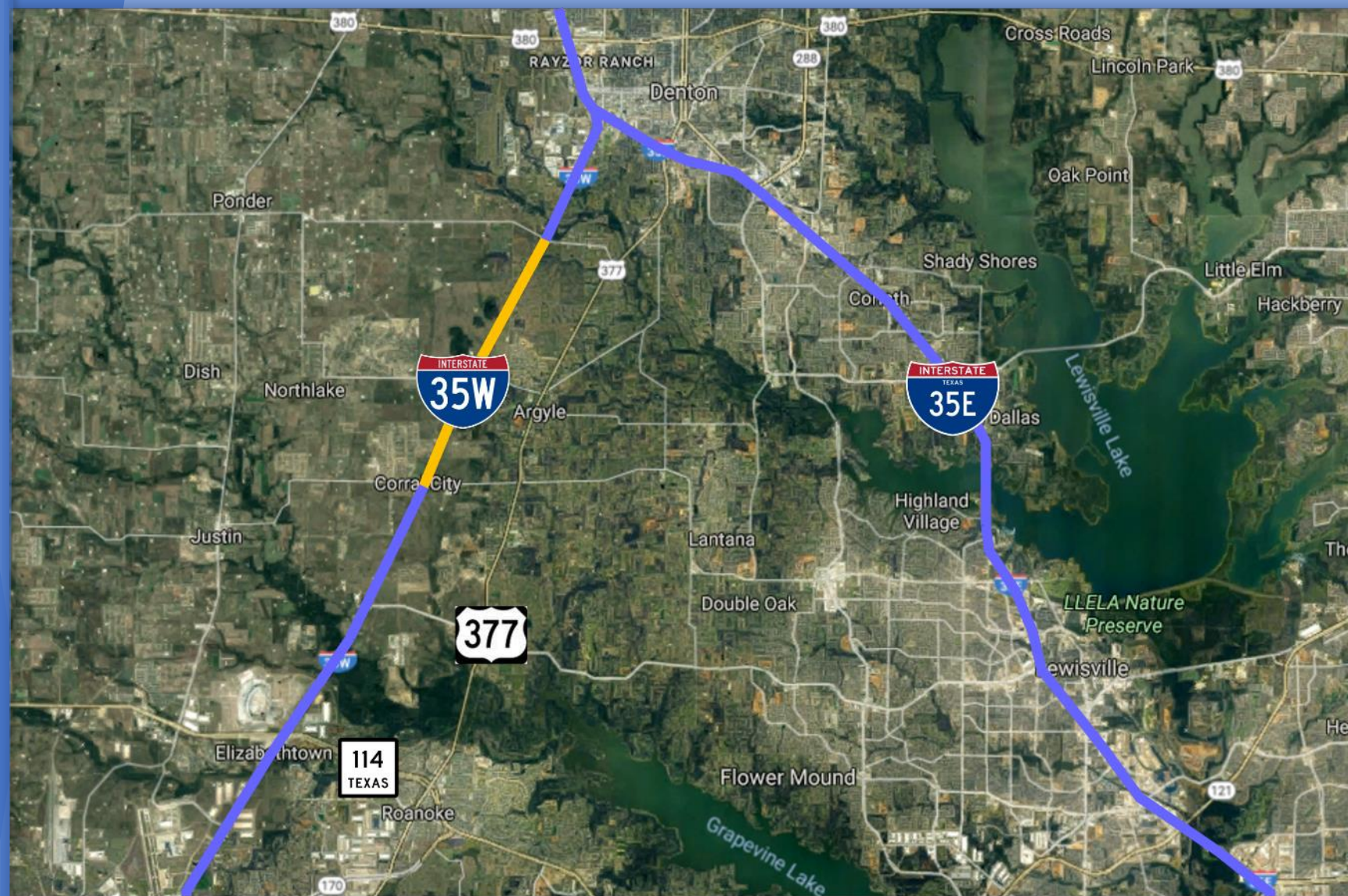
Upcoming Milestones:

100% Plans:
March 2025

ROW:

January 2025

Utilities: March 2026



I-35W FR Breakout

CONSTRUCTION COST: *

Ready to Let Date: *

Engineer: *

Upcoming Milestones:

100% Plans: *

ROW: *

Utilities: *



Strader Road

CONSTRUCTION COST: *

Ready to Let Date: *

Engineer:

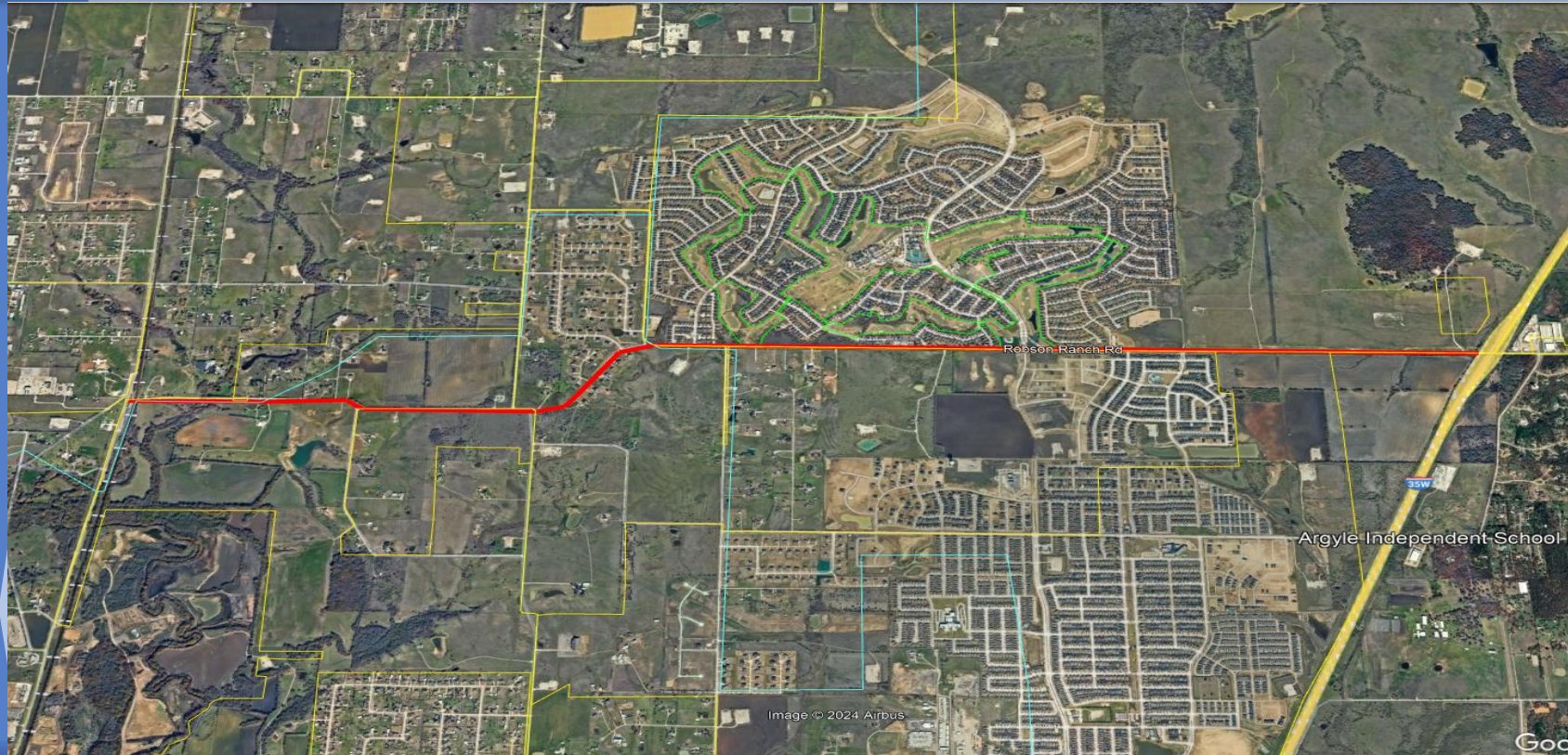
BGE

Upcoming Milestones:

Schematic Approval: *

Environmental
Clearance: *

ROW: *



Faught Road

CONSTRUCTION COST: *

Ready to Let Date: *

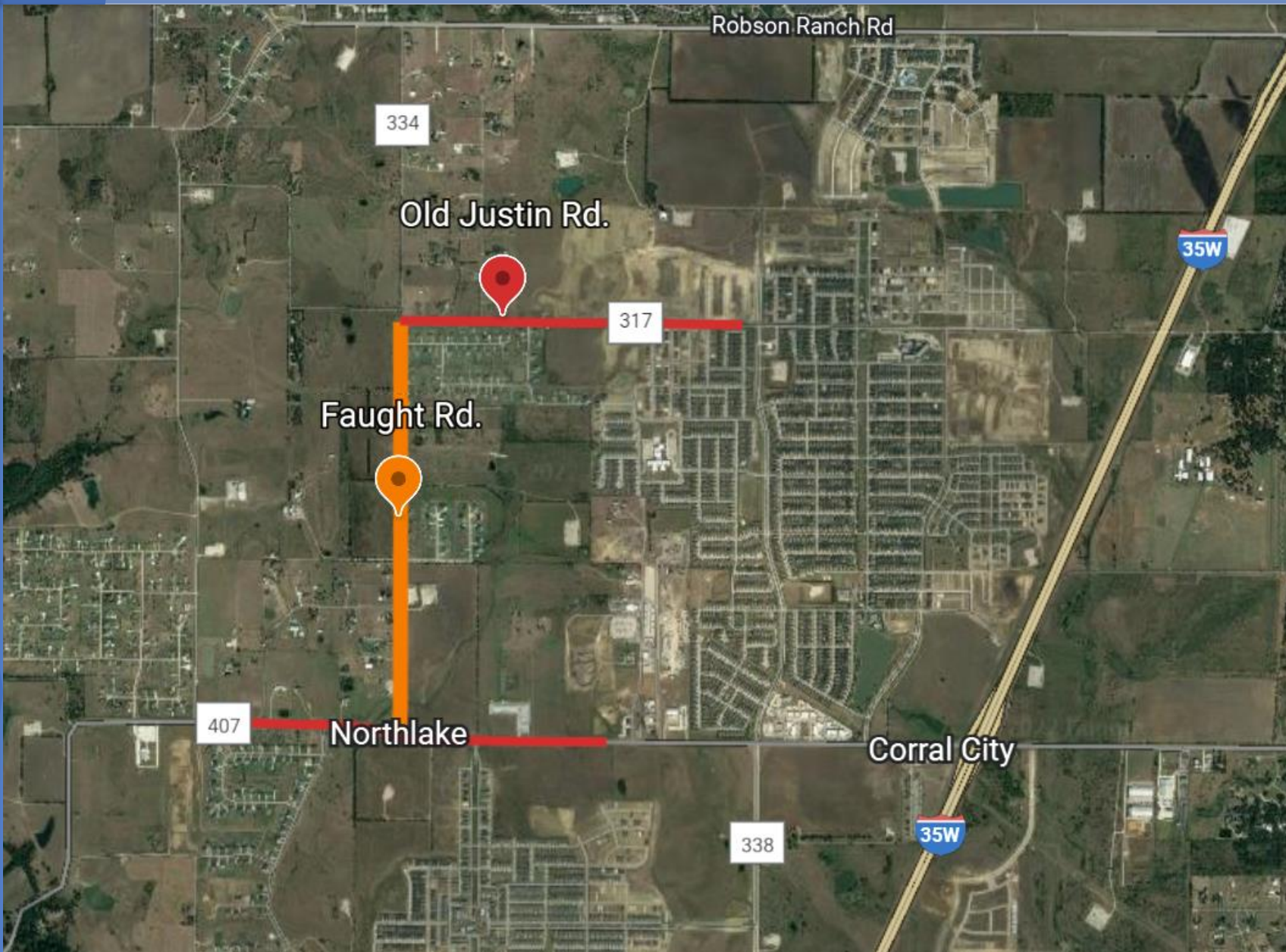
Engineer: *

Upcoming Milestones:

Schematic Approval: *

Environmental Clearance: *

ROW: *



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Town Charter Chapter 2, Intergovernmental Relations
SUBJECT: Briefing - Northwest Independent School District Superintendent Update
GOALS/ Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts
OBJECTIVES:

BACKGROUND INFORMATION:

- NISD is celebrating their 75th anniversary this year
- The Superintendent of Schools, Dr. Foust will share a district update

COUNCIL ACTION/DIRECTION:

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Town Home Rule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for August 22, 2024
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approve Minutes from:
 - August 22, 2024 - Regular Meeting

COUNCIL ACTION/DIRECTION:

Approve Minutes Draft as Presented



**NORTHLAKE TOWN COUNCIL REGULAR
MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
AUGUST 22, 2024**

The Northlake Town Council convened in a Regular Meeting on August 22, 2024, at 5:30 p.m., in the Northlake Town Hall - Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

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

Roll Call:

Brian Montini, Mayor
Alexandra Holmes, Place 1
Michael Ganz, Place 2
Aaron Fowler, Place 3

Roger Sessions, Place 4
Maryl Lorencz, Mayor Pro Tem Place 5
John Kelley, Place 6

Also present were Drew Corn, Town Manager, and Dean Roggia, Town Attorney.

- Invocation was given by Robert Balduc, Pastor, St. Peter Lutheran Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Proclamation - Declaring September 2024 as LIVE UNITED Month

Mayor presented the Proclamation to United Way Representatives.

B. Briefing - Fiscal Year 2024 Third Quarter Investment Report (Apr - Jun 2024)

The item was presented by John Thomson, Finance Director, and no discussion followed.

There was no consensus as the item was for presentation/information purposes only.

C. Briefing - Fiscal Year 2024 Third Quarter Financial Report (Apr - Jun 2024)

The item was presented John Thomson, Finance Director and commentary followed.

There was no consensus as the item was for presentation/information purposes only.

D. Briefing - Fiscal Year 2025 Proposed Tax Rate and Budget

The item was presented by Drew Corn, Town Manager and John Thomson, Finance Director and commentary followed.

There was no consensus as the item was for presentation/information purposes only.

E. Briefing - Pending Annexations

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

There was no consensus as the item was for presentation/information purposes only.

3. PUBLIC INPUT

- None

4. CONSENT ITEMS

The Consent Agenda consisted of Item 4.A. - 4.F., and no items were pulled for individual consideration.

Councilmember Ganz moved to approve the item as presented. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Holmes, Ganz, Fowler, Montini, Lorencz, Sessions, Kelley

NAYS (0): None

ABSENT (0): None

A. Consider approval of the Town Council Meeting Minutes for August 8, 2024

APPROVED

B. Consider a Resolution of the Town of Northlake, Texas, approving the cancellation of the September 26, 2024, Regular Town Council Meeting

APPROVED RESOLUTION NO. 24-52

C. Consider a resolution of the Town Council of the Town of Northlake, Texas adopting legislative priorities for the Town's legislative program for the 89th session of the State of Texas Legislature

APPROVED RESOLUTION NO. 24-53

D. Consider a resolution of the Town Council of the Town of Northlake, Texas approving a negotiated settlement between the Atmos Cities Steering Committee ("ACSC") and Atmos Energy Corp., Mid-Tex division regarding the company's 2024 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving an attachment establishing a benchmark for pensions and retiree medical benefits; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act; adopting a savings clause; declaring an effective date; and requiring delivery of this resolution to the company and the ACSC's legal counsel.

APPROVED RESOLUTION NO. 24-54

- E. Consider calling and authorizing a public hearing to be held on September 12, 2024, 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 approximately 34.032 acres of land generally located east of Faught Road approximately 1,500 feet north of Carpenter Road contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction

APPROVED TO HOLD PUBLIC HEARING ON OCTOBER 10, 2024

- F. Consider calling and authorizing a public hearing to be held on September 12, 2024, 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 approximately 67.95 acres of land generally located north of FM 407 in the 1600 and 1700 blocks of FM 407 contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction

APPROVED TO HOLD PUBLIC HEARING ON OCTOBER 10, 2024

5. ACTION ITEMS

- A. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to negotiate and execute an amendment to the development agreement between Chadwick Farms, Ltd. and the Town of Northlake to reimburse for site preparation for the StarCenter site an amount not to exceed \$145,000

APPROVED RESOLUTION NO. 24-55

The item was presented, and discussion followed.

Councilmember Kelley moved to approve the item in an amount not to exceed \$159,000.00. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Holmes, Ganz, Fowler, Montini, Lorencz, Sessions, Kelley

NAYS (0): None

ABSENT (0): None

- B. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to negotiate and execute an Interlocal Cooperation Agreement with Northlake Municipal Management District No. 1 for the pro-rata shared costs to design and construct a wastewater line and for related capacity increase in the total estimated amount of \$ 300,000.00

APPROVED RESOLUTION NO. 24-56

The item was presented, and discussion followed.

Councilmember Holmes moved to approve the item in an amount not to exceed \$200,000.00. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Holmes, Ganz, Fowler, Montini, Lorencz, Sessions, Kelley

NAYS (0): None

ABSENT (0): None

- C. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to negotiate and execute an Agreement for Construction and Funding of Sanitary Sewer Line with Northlake Municipal Management District No. 1, Pecan Square II, LLC, MHI Partnership, LTD, and Pecan Square Development, LLC, to construct wastewater line improvements in Pecan Square in the total estimated amount of \$ 200,000.00

APPROVED RESOLUTION NO. 24-57

The item was presented, and discussion followed.

Mayor Montini moved to approve the item as presented. Motion seconded by Councilmember Holmes. Motion Passed.

AYES (7): Holmes, Ganz, Fowler, Montini, Lorencz, Sessions, Kelley

NAYS (0): None

ABSENT (0): None

- D. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to negotiate and execute an Agreement for Construction and Funding of Wastewater Treatment Plant Expansion and Escrow Agreement with Northlake Municipal Management District No. 1 and Hillwood Communities, or its affiliates, for the wastewater treatment plant expansion and future wastewater improvements in the total estimated amount of \$ 250,000.00

APPROVED RESOLUTION NO. 24-58

The item was presented, and discussion followed.

Councilmember Fowler moved to approve the item in an amount not to exceed \$350,000.00. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (7): Holmes, Ganz, Fowler, Montini, Lorencz, Sessions, Kelley

NAYS (0): None

ABSENT (0): None

6. EXECUTIVE SESSION

The Town Council convened into an Executive Session, at 6:17 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. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2-acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- ii. Potential development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 69.0-acre, 0.8-acre, 1.5-acre, 3.9-acre, 4.0-acre, and 1.0-acre tracts of land generally located at the northwest corner of Sam Reynolds Rd. and FM 156 in the extraterritorial jurisdiction of the Town.

- iii. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Texas Industries, Inc., property consisting of a 38.1-acre tract, a 20.0-acre tract of land, and a 2.8-acre tract generally located at the southeast corner of Harmonson Road and McPherson Drive in the extraterritorial jurisdiction of the Town.

B. Section 551.072 - Real Property

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.

7. RECONVENE INTO OPEN SESSION

Mayor Montini reconvened the Regular Meeting at 7:01 p.m., to address Council action regarding the items deliberated during Executive Session. No votes or actions were taken on any of the items deliberated.

8. ADJOURN

With no further business, Mayor Montini adjourned the meeting at 7:02 p.m.

Brian Montini, Mayor

ATTEST:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Town of Northlake Master Throughfare Plan

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving an Interlocal Cooperation Agreement between Denton County, Texas and the Town of Northlake, Texas for the engineering, right-of-way acquisition, utility relocation, inspections, and construction of Faught Road between Old Justin Road and FM 407

**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic

BACKGROUND INFORMATION:

- The estimated cost to construct Faught Road is \$6,000,000
- Denton County has agreed to contribute \$3,000,000 towards the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407
 - The agreement allows the Town to seek reimbursement from the County up to the \$3,000,000 threshold

COUNCIL ACTION/DIRECTION:

Approve proposed resolution and Interlocal Cooperation Agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN DENTON COUNTY, TEXAS AND THE TOWN OF NORTHLAKE, TEXAS FOR THE ENGINEERING, RIGHT-OF-WAY ACQUISITION, UTILITY RELOCATION, INSPECTIONS, AND CONSTRUCTION OF FAUGHT ROAD BETWEEN OLD JUSTIN ROAD AND FM 407; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for cost sharing with Denton County for the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407; and

WHEREAS, the estimated cost of completion for the Project is SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00), with the County agreeing to contribute an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00); and

WHEREAS, this Interlocal Agreement is made under the authority of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code; and

WHEREAS, the Town Council finds that it is within the best interests of the public, safety, and welfare to authorize the execution of the Interlocal Cooperation Agreement, attached herein as Exhibit "A"

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

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 interlocal Agreement with Denton County for cost sharing associated with the engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407.

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF NORTHLAKE, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas (“the County”), a duly organized political subdivision of the State of Texas; and the Town of Northlake, Texas (“the Town”), a duly organized political subdivision of the State of Texas. The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407 located entirely in the municipal limits of the Town and Denton County Commissioner Precinct #4, hereinafter “the Project”; and

WHEREAS, the estimated cost of completion for the Project is SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00), with the County agreeing to contribute an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act, and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system, and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads, and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually, and in accordance with Section 791.011(d)(3) of the Act, each Party is paying for the performance of governmental functions and services from current revenues available to the paying party

II.

The County and the Town hereby agree that the scope of the Project shall be to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407, at an estimated cost of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00), with the County agreeing to contribute an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00). The Project is located entirely within the municipal limits of the Town and Denton County Commissioner Precinct #4.

III.

The County hereby agrees to contribute an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town agrees to provide all engineering, right-of-way acquisition, utility relocations, inspections, construction, and maintenance of the Project. The Town shall timely provide the County with all invoices and requested documentation in an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00).

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the Town shall submit all invoices for reimbursement to the Denton County Auditor, Mr. Jeff May, c/o Mr. John Polster, Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234. The Town shall submit invoices on a monthly basis, and the County shall reimburse the Town on a pro rata basis for all approved expenses related to the Project within thirty calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the ICA, Town of Northlake – Faught Road

construction, improvement, maintenance, or repair of a street or alley in the County that is located in the Town.

VIII.

This agreement may be terminated in whole, or in part, by the County or the Town upon thirty days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations, and agreements, either oral or written. This Agreement may be amended only by written instrument signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable Brian Montini, Mayor
Town of Northlake, Texas
1500 Commons Circle
Suite 300
Northlake, Texas 76226

Copy To: Zolaina Parker, Town Secretary
Town of Northlake, Texas
1500 Commons Circle
Suite 300
Northlake, Texas 76226

For County: Honorable Andy Eads, Denton County Judge
1 Courthouse Drive, Suite 3100
Denton, Texas 76208
andy.eads@dentoncounty.gov
holly.sadlowski@dentoncounty.gov

Copy To: Denton County District Attorney's Office - Civil Division
1450 East McKinney Street, Suite 3100
Denton, Texas 76209

X.

The covenants, terms, and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall be in Denton County, Texas.

XI.

The Town agrees and understands that the Town, its employees, servants, agents or representatives shall at no time represent themselves to be employees, servants, agents or representatives of the County.

XII.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all Town employees, agents, subcontractors or contract laborers and for all other persons doing work under a contract or agreement with the Town.

XIII.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XIV.

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

XV.

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

XVI.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed, and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2024.

DENTON COUNTY, TEXAS

1 Courthouse Drive, Suite 3100
Denton, Texas 76209

TOWN OF NORTHLAKE, TEXAS

1500 Commons Circle, Suite 300
Northlake, Texas 76226

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
of the Denton County Commissioners Court

By: _____
Honorable Brian Montini
Mayor of the Town of Northlake, Texas
Acting by and on behalf of the authority
of the Town of Northlake, Texas

ATTEST:

ATTEST:

By: _____
Denton County Clerk

By: _____
Town Secretary

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, hereby gives its specific written approval to the following Project, prior to beginning of the Project in satisfaction of Texas Government Code §791.014. The scope of the Project shall be to provide engineering, right-of-way acquisition, utility relocations, inspections, and construction of Faught Road between Old Justin Road and FM 407, at an estimated cost of completion of SIX MILLION AND NO/100 DOLLARS (\$6,000,000.00). The Project shall be located entirely within the municipal limits of the Town of Northlake and Denton County Commissioner Precinct #4.

The County hereby agrees to contribute an amount which shall not exceed THREE MILLION AND NO/100 DOLLARS (\$3,000,000.00), provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

The local governments which requested the Project and with whom the Agreement is by and between are Denton County, Texas, and the Town of Northlake, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE:	September 12, 2024
REF. DOC.:	Texas Local Government Code, Chapter 43 - Municipal Annexations; Development Agreement with Austin Two Tracts, LP
SUBJECT:	Consider calling and authorizing a public hearing to be held on October 10, 2024, 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 approximately 11.4 acres of land generally located north of SH 114 and east of Dale Earnhardt Way in the Town's exclusive extraterritorial jurisdiction
GOALS/ OBJECTIVES:	Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries, Advance Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction

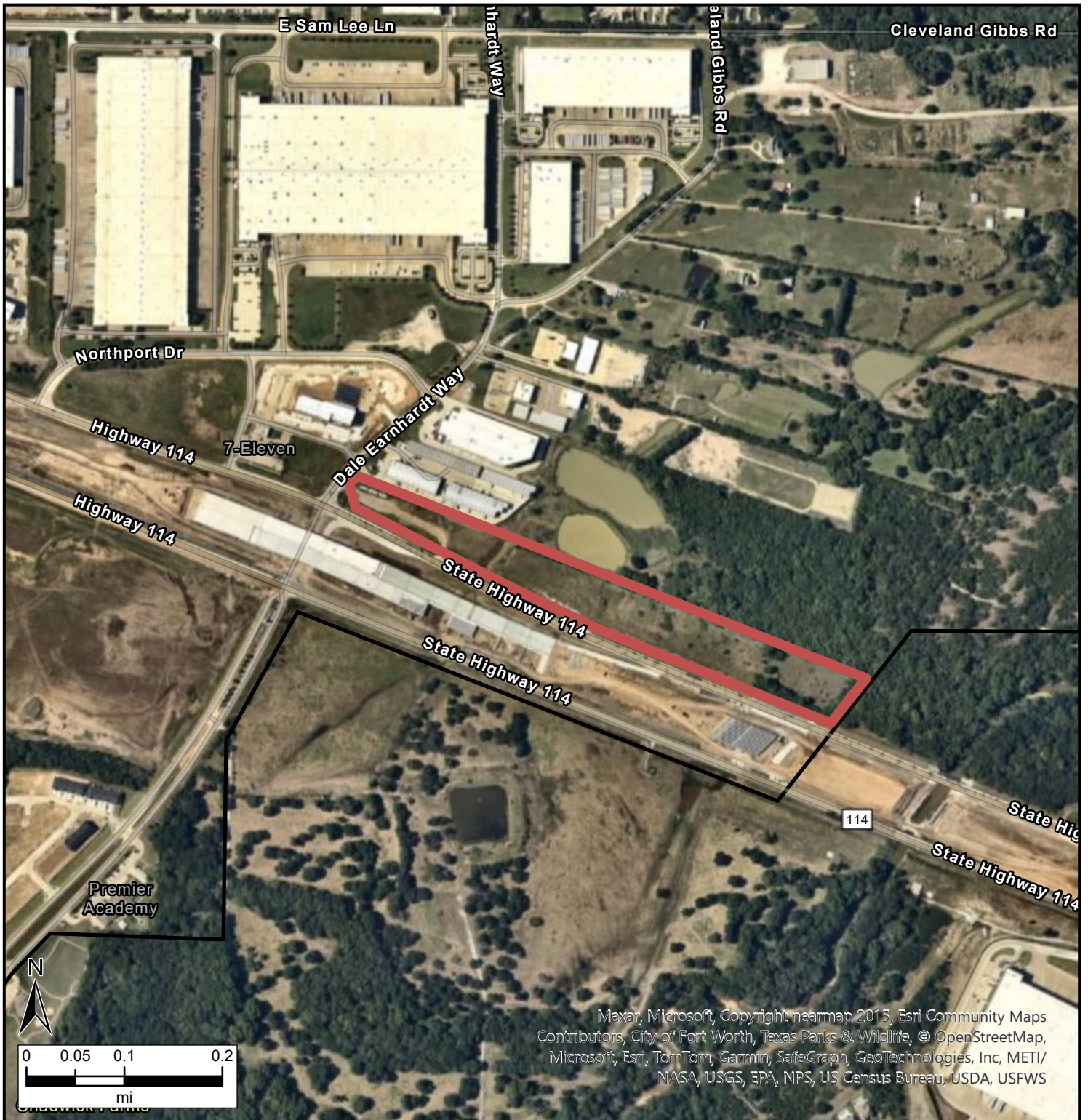
BACKGROUND INFORMATION:

- Austin Two Tracts, L.P. owns 11.4 acres in Northlake ETJ
 - East of Dale Earnhardt Way and North of SH 114
 - Proposed 3-lot commercial development to be known as Northlake Corner
- May 23, 2024: Town Council approved development agreement with owner
 - Constitutes petition for voluntary annexation with service plan
 - Immediate annexation for eastern two-thirds of property
 - Eastern portion of property is not contiguous with Town limits
 - Requires annexation of TxDOT right-of-way or remaining portion of Austin Two Tracts property
 - Annexation of western one-third of property upon:
 - Unified Development Code (UDC) amendment to allow digital billboard per DA; and
 - Earlier of TxDOT approval of billboard permit, construction of billboard, and final approval by TxDOT, or 24 months from execution of DA
- September 5, 2024: Owner submitted petition for voluntary annexation of full property prior to completion of all conditions of DA
- Next Steps
 - Call public hearing for voluntary annexation
 - Advertise notice and post on Town website
 - Hold public hearing and consider annexation at October 10th Town Council meeting

COUNCIL ACTION/DIRECTION:

Call public hearing for October 10th, 2024, to receive comments on annexation request

Northlake





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, October 10, 2024, 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 landowners pursuant to Local Government Code, Section 43.0671 requesting annexation of approximately 11.42 acres of land generally located north of SH 114 and east of Dale Earnhardt Way in the Town's exclusive extraterritorial jurisdiction (ETJ). A map of the area proposed for annexation is available at Town Hall and at www.town.northlake.tx.us. Case # ANX-24-003.

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 27th day of September 2024, by 5:00 p.m.

Scheduled for publication in the Denton Record-Chronicle on September 28, 2024.

Zolaina R. Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Town of Northlake Resolution No. 19-22
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement for a subscription with NeoGov, for the Town's human resources information system, in an amount not to exceed \$67,000.01
GOALS/ OBJECTIVES: Protect the Public; 1.5 - Attract and retain top quality staff, Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- The Town utilizes NeoGov for its human resources management system
- The following NeoGov modules are currently being utilized or in the process of being implemented
 - Core HR solutions
 - Payroll
 - Benefits
 - Time & Attendance
- This agreement allows the Town to continue using the existing modules while adding the performance management module

COUNCIL ACTION/DIRECTION:

Approve the resolution authorizing the Town Manager to execute a purchase agreement with NeoGov to not exceed \$67,000.01



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE AGREEMENT FOR A SUBSCRIPTION WITH NEOGOV, FOR THE TOWN'S HUMAN RESOURCES INFORMATION SYSTEM, IN AN AMOUNT NOT TO EXCEED \$67,000.01; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas has determined that a public need and necessity exists for the Town to purchase a subscription for the Town's human resources information system; and

WHEREAS, the vendor, NEOGOV, is providing the quote for the subscription as a sole source provider; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into an agreement to purchase a subscription to NEOGOV's human resources management system in the amount not to exceed \$67,000.01.

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. That the Town Council hereby authorizes the Town Manager to enter into an agreement for the purchase of a subscription at the quoted unit prices from NEOGOV, provided that the total amount to be expended pursuant to the grant of authority shall not, in total, exceed the sum of \$67,000.01, a copy of which is attached to this resolution as Exhibit A.

Section 3. This Resolution is effective immediately upon passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Exhibit A
Order Form



NEOGOV

Governmentjobs.com, Inc. (dba "NEOGOV")
2120 Park Pl, Suite 100
El Segundo, CA 90245
United States
billing@neogov.com
Sales Rep: Ethan Goodwin

Customer:

Northlake, Town of (TX)
1400 FM 407
Northlake, TX 76247-6228
USA

Quote Valid From: 8/16/2024
Quote Valid To: 9/30/2024

Quote Number: Q-16445
PaymentTerms: Annual,Net 30
Subscription Term in Months: 33

Employee Count: 60
Order Summary

Prorated, 40% off subscription and setups

Year 1

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	1/1/2025	9/30/2025	\$4,443.39
Perform Setup	ONE-TIME			\$3,960.00
Year 1 TOTAL:				\$8,403.39

20% off subscription

Year 2

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/1/2025	9/30/2026	\$7,054.70
Year 2 TOTAL:				\$7,054.70

Year 3

Full price

Service Description	Type	Start Date	End Date	Term Price (USD)
Perform Subscription	RECURRING	10/1/2026	9/30/2027	\$8,168.60
Year 3 TOTAL:				\$8,168.60

ORDER TOTAL (USD) :

\$23,626.69

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

1. Two 3-day passes to 2024 NEOGOV Ignite will be provided upon signature.
2. Pro-Rated SaaS Subscription Fees shall be due net thirty (30) from Customer receipt of NEOGOV invoice. Annual SaaS Subscription Fee invoices shall commence after expiration of the Pro-Rated Term.

**"Northlake, Town of
(TX)"**

Signature:

Print Name:

Date:

NEOGOV ORDER FORM

NEOGOV:		Customer Name & Address:	
GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Northlake, Town of (TX) 1400 FM 407 Northlake, TX 76247-6228	
Quote Creation Date:	09/04/2024	Contact Name:	Chance Willeford
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	cwilleford@town.northlake.tx.us
Payment Terms:	Annual. Net 30 from NEOGOV invoice.		EEC:
Subscription Start Date: 09/29/2025			
Subscription Term (months): 12			

Fee Summary

Service Description	Term	Term Fees
Insight Enterprise (IN)	09/29/2025 - 09/30/2026	\$4,621.89
Onboard (ON)	09/29/2025 - 09/30/2026	\$4,082.32
GovernmentJobs.com (GJC)	09/29/2025 - 09/30/2026	\$1,075.06
E-Forms (EF)	10/01/2025 - 09/30/2026	\$5,893.65
Core HR (CHR)	10/01/2025 - 09/30/2026	\$13,673.10
Payroll (PR)	10/01/2025 - 09/30/2026	\$10,608.15
Benefits	10/01/2025 - 09/30/2026	\$4,714.50
Payroll Services - Module	10/01/2025 - 09/30/2026	\$3,024.00
Time & Attendance Subscription (TA)	10/01/2025 - 09/30/2026	\$10,608.15
Total:		\$58,300.82



A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
Entity Name:	
Signature: _____	
Print Name:	
Date:	

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Trinity River Authority Service Contract
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a service agreement with the Trinity River Authority for wastewater regulatory services
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- Continuation of the Service Contract with Trinity River Authority
- Previous renewal from October 13th, 2022
- Service costs not exceed \$6,000

COUNCIL ACTION/DIRECTION:

Authorize Town Manager to approve Service Agreement

EXHIBIT A

TRINITY RIVER AUTHORITY OF TEXAS REGULATORY SERVICES AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This Regulatory Services Agreement (Agreement) is made and entered into as of 09/12/2024, by and between the Trinity River Authority of Texas, with its principal office at 5300 South Collins Street, Arlington, Tarrant County, Texas 76018 (Authority) and Town of Northlake, with its principal office at 1500 Commons Cir, Ste 300 Northlake, TX 76226 (Customer); singularly and collectively referred to as "Party" and "Parties," respectively.

WITNESSETH:

WHEREAS, the Texas Legislature has authorized the execution of Interlocal Cooperation Agreements between and among governmental entities pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791;

WHEREAS, the Authority owns and operates a Regulatory Services and Compliance Laboratory certified by the Texas Commission on Environmental Quality to analyze environmental samples under National Environmental Laboratory Accreditation Conference standards (NELAC);

WHEREAS, water and wastewater testing are critical to the maintenance of public health and such testing is therefore, a governmental function and service; and

WHEREAS, the governing bodies of the Authority and Customer believe that this Agreement is necessary for the benefit of the public and that each Party has the legal authority to provide governmental function as described in this Agreement;

NOW THEREFORE, in consideration of the foregoing premises and the agreements and covenants contained herein, the Authority and Customer agree as follows:

ARTICLE I

SERVICES TO BE PERFORMED

To discharge the responsibilities associated with the enforcement of federal, state, and municipal regulations, Customer requires services of a laboratory qualified to perform water and wastewater analysis, and of personnel to conduct industrial inspection and sampling services as described below.

A. NON-SIGNIFICANT INDUSTRIAL USER INSPECTION AND CLASSIFICATION SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user survey services and inspections for non-significant industrial users within the parameters listed on the schedule sheet, attached hereto as Attachment A, and in accordance with the Customer's industrial waste and sewer ordinances.

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

B. SIGNIFICANT INDUSTRIAL USER PERMIT AND INSPECTION SERVICES

Customer employs the Authority and the Authority agrees to perform permitting and industrial inspection services for significant industrial users within the parameters listed on Attachment A.

The Authority shall perform all industrial pretreatment inspections, review permit applications, and prepare for submittal Permits to Discharge Industrial Wastes to the Sanitary Sewer in accordance with the procedures established by the Authority in accordance with 40 CFR § 403.8. Industrial pretreatment inspections, application review and permit preparation and submittals shall comply with the Customer's industrial waste and sewer ordinances and the EPA's general pretreatment regulations for existing and new Sources. Records of inspections, applications and permits shall be maintained as required by the EPA under 40 CFR § 403.12.

C. INDUSTRIAL USER SAMPLING SERVICES

Customer employs the Authority and the Authority agrees to perform industrial user sampling services within the parameters listed on Attachment A and in accordance with the Customer's industrial waste and sewer ordinances.

The Authority shall perform all sample collection and preservation, and maintain chain-of-custody records in accordance with the approved procedures set forth in EPA Manual SW-846, EPA Manual EPA-600/4-79-020, and EPA Manual EPA-600/4-82-029. Samples shall be properly collected, preserved, and delivered by the Authority to the Authority's laboratory located at 6500 West Singleton Boulevard, Dallas, Texas 75212. When feasible, the Authority will conduct flow or time composite sampling. When composite sampling is not feasible, grab sampling will be performed.

D. ANALYTICAL SERVICES

Customer employs the Authority and the Authority agrees to perform analytical services within the parameters listed on Attachment A.

Customer shall collect and deliver samples to the Authority's laboratory for analysis. Samples shall be properly collected and preserved in accordance with applicable sections of the Federal Water Pollution Control Administration's "*A Practical Guide to Water Quality Studies of Streams*," EPA manual "*Methods for Chemical Analysis for Water and Wastes*" and the latest edition of "*Standard Methods for the Examination of Water and Wastewater*." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. A chain-of-custody procedure shall be maintained in both the field and laboratory in accordance with procedures established by the Customer. Customer shall furnish all applicable chains-of-custody to the Authority.

The Authority will perform all analyses according to the approved procedures set forth in the current edition of "*Standard Methods for the Examination of Water and Wastewater*" or the latest edition of the EPA Manual's "*Methods for Chemical Analysis of Water and Wastes*." Additionally, requirements set by NELAC shall be followed as mandated by the TCEQ for state accreditation. Samples shall be analyzed by these methods on the production basis, to include appropriate analytical quality assurance procedures. Records will be kept of the Authority's quality assurance program and made available to Customer upon request. Unusual interferences and problems shall be reported to Customer at its authorized address noted above. Research into specific techniques to overcome these difficulties will be undertaken by mutual agreement when practical. The chain-of-custody sheet submitted with each sample shall designate the particular analysis or analyses to be made of each submitted sample. The Authority shall operate the laboratory in such a manner as to ensure the legal sufficiency of the sample handling; analytical and reporting procedures; and to remedy defects in procedures should such be discovered.

Laboratory personnel shall be directed, upon 72 hours advanced written notice from the Customer, to appear and testify in enforcement actions. In such event, travel and per diem expenses for such employees shall be paid by Customer. Travel and per diem expenses for court appearances hereunder shall be in accordance with Texas law.

Customer may deliver to the Authority samples for analyses separate and apart from those samples collected by the Authority. When Customer delivers samples to the Authority for analyses, Customer shall indicate the nature and extent of the analysis it desires to be conducted. Authority shall not be responsible for the manner of collection or chain-of-custody in matters entirely outside Authority's control. Authority shall receive, log, and perform such sample analyses in accordance with the chain-of-custody procedures identified under "Transfer of Custody and Storage" in Attachment B, attached hereto.

Samples analyzed to maintain the Authority's laboratory normal quality assurance program will be charged to Customer at the same rate as submitted samples.

E. REGULATORY SERVICES CUSTOMER SUPPORT FEE

Customer employs the Authority and the Authority agrees to perform Regulatory support services beyond the existing services already identified within the Agreement. This fee is an

hourly rate based on time expended by the Authority that is currently not being recouped through existing fee development. Examples of this include providing assistance with Industrial Users not under the Authorities contracted oversight, regulatory program education or guidance, ordinance development, etc. The fee structure is listed on the schedule sheet, attached hereto as Attachment A.

ARTICLE II

CALCULATION OF REIMBURSABLE COSTS

The basis for calculating reimbursable costs shall be as stated in the Regulatory Services Fee Schedule, attached hereto as Attachment A, which may be revised and updated annually by the Authority. Any revisions shall be incorporated by reference herein. A cost analysis shall be prepared and approved each year by the Authority prior to the effective date of said revision. Expenditures by the Authority of funds paid to it under this Agreement shall be subject to required state and federal audit procedures and state and federal auditor accepted practices. The Authority shall be responsible for maintaining books of account that clearly, accurately, and currently reflect financial transactions. Financial records must include all applicable documents substantiating cost that support the entries in the account records. The Authority must keep these records readily available for examination for a period of three years after the close of the last expenditure.

ARTICLE III

COMPENSATION

The total amount charged by the Authority to Customer shall not exceed \$ 6,000.00 per annum during the Agreement Term, unless mutually agreed to by the Parties.

ARTICLE IV

PAYMENT FOR SERVICES

The Authority shall bill Customer monthly for services performed. Charges for these services shall be based on the Regulatory Services Fee Schedule, attached hereto as Attachment A. Customer shall pay monthly invoices within 30 days of receipt.

ARTICLE V

ENTIRE AGREEMENT

This Agreement contains all the terms, commitments, and covenants of the Parties pursuant to this Agreement. Any verbal or written commitment not contained in this Agreement or expressly referred to in this Agreement and incorporated by reference shall have no force or effect. No amendment, modification or alteration of the terms hereof shall be binding unless the same is in writing, dated subsequent to the date hereof and duly executed by the Parties.

ARTICLE VI

TERMINATION

Either Party may terminate this Agreement by giving the other Party 30 days' written notice to their authorized address as noted above. Upon delivery of such notice by either Party to the other and before expiration of the 30-day period, the Authority will proceed to cancel all existing orders, contracts, and obligations chargeable to this Agreement. After notice of termination is given, the Authority shall furnish Customer an invoice for all work performed under this Agreement. Customer shall pay the Authority for all work performed less any prior payments. Copies of all completed or partially completed reports, documents and studies prepared under this Agreement shall be delivered by the Authority to Customer in the event this Agreement is terminated prior to completion of the prescribed work.

ARTICLE VII

AGREEMENT TERM

This Agreement shall become effective on October 1, 2024 and terminate on September 30, 2027.

IN WITNESS WHEREOF, the Parties acting under authority of their respective governing bodies have caused this Agreement to be duly executed in several counterparts, each of which is deemed to be an original, as of the date first written above.

[SIGNATURES ON FOLLOWING PAGE]

Town of Northlake
(Customer)

TRINITY RIVER AUTHORITY OF TEXAS
(Authority)

NAME: DREW CORN
Title: Town Manager

J. KEVIN WARD, General Manager

ATTEST:

ATTEST:

NAME: ZOLAINA R. PARKER

ALEXIS S. LONG, Secretary
Board of Directors

(SEAL)

(SEAL)

APPROVED AS TO FORM AND
LEGALITY:

APPROVED AS TO FORM AND
LEGALITY:

NAME:
Title:

ALEXIS S. LONG
Deputy General Counsel

ATTACHMENT A

REGULATORY SERVICES AND COMPLIANCE FEE SCHEDULE

FOR

LABORATORY ANALYSES,

INDUSTRIAL INSPECTIONS

AND

INDUSTRIAL SAMPLING

FISCAL YEAR 2025

December 1, 2024 through November 30, 2025

NELAP CERTIFICATE T104704287-10-TX

CHEMICAL ANALYSES

Parameter	FY 2024	FY 2025	Parameter	FY 2024	FY 2025
Alkalinity, Total (*)(**)	\$ 13.40	\$ 14.34	Heterotrophic Plate Count	\$ 19.90	\$ 18.77
Ammonia as N (*)	\$ 15.38	\$ 17.28	Kjeldahl Nitrogen, Total (*)	\$ 25.99	\$ 41.60
Ammonia as N – Distilled (*)	\$ 22.18	\$ 23.71	Nitrate (*)(**)	\$ 19.21	\$ 18.99
BOD 5-Day (*)	\$ 19.83	\$ 19.26	Nitrite (*)(**)	\$ 19.21	\$ 18.99
CBOD 5-Day (*)	\$ 23.20	\$ 22.96	Paint Filter Liquid Test (*)	\$ 25.43	\$ 35.60
BOD 5-Day Filtered	\$ 42.55	\$ 38.06	PCBs (EPA 608.3) (*)	\$ 166.27	\$ 141.08
BOD 7-Day	\$ 39.41	\$ 19.26	PCBs & Pesticides Full List (EPA 608.3) (*)	\$ 262.24	\$ 235.83
Chlorides (*)(**)	\$ 19.21	\$ 18.99	Percent Total Solids	\$ 11.70	\$ 12.27
Chlorophyll A / Pheophytin	\$ 23.42	\$ 24.07	Percent Volatile Solids	\$ 10.94	\$ 11.65
COD (*)	\$ 12.32	\$ 16.06	Pesticides Chlorinated (EPA 608.3) (*)	\$ 166.27	\$ 141.08
COD, Readily Biodegradable (RBCOD)	\$ 35.33	\$ 0.00	pH (*)	\$ 14.37	\$ 14.46
COD Treated	\$ 24.41	\$ 22.63	pH – Solids (***)	\$ 20.83	\$ 20.21
COD Dissolved	\$ 25.53	\$ 16.06	Phosphorous – Ortho (*)	\$ 15.25	\$ 17.38
Coliform - Fecal - MF (*)	\$ 19.01	\$ 19.29	Phosphorous, Total (*)	\$ 16.92	\$ 18.50
Coliform - Fecal - MPN (***)	\$ 56.15	\$ 48.12	Semi-volatiles (w/ extraction) BNA (*)	\$ 158.47	\$ 175.67
Coliform - Fecal Strep. - MF(*)	\$ 19.78	\$ 18.67	Sulfates (*)(**)	\$ 19.21	\$ 18.99
Coliform, Total (Colilert) (**)	\$ 18.20	\$ 18.44	Taste & Odor (Geosmin/MIB)	\$ 90.11	\$ 92.24
Coliform – TC/EC MPN Quanti-Tray (*)	\$ 19.86	\$ 20.71	Total Dissolved Solids (*)	\$ 26.34	\$ 26.19
Conductivity – Specific (*)(**)	\$ 12.57	\$ 15.50	Total Organic Carbon (*)(**)	\$ 14.63	\$ 17.42
Cyanide Amenable (*)	\$ 48.51	\$ 48.51	Total Solids	\$ 15.55	\$ 0.00
Cyanide, Total (*)	\$ 40.28	\$ 46.08	Total Suspended Solids (*)	\$ 21.75	\$ 20.33
Dissolved Organic Carbon (DOC)	\$ 20.90	\$ 23.48	Transmittance (%)	\$ 24.70	\$ 25.09
Dissolved Oxygen (*)	\$ 11.62	\$ 12.70	Turbidity (*) (**)	\$ 12.54	\$ 13.29
Fluorides (*)(**)	\$ 19.21	\$ 18.99	UV 254	\$ 16.57	\$ 19.13
Gas Testing (Methane, Carbon Dioxide, & Hydrogen Sulfide)	\$ 0.00	\$ 73.68	VOC 3-Day (w/ BTEX) (EPA 624.1) (*)	\$ 86.79	\$ 85.72
Glycol	\$ 20.83	\$ 19.83	Volatile Fatty Acids (VFA)	\$ 17.96	\$ 16.20
Grease and Oil (*)	\$ 78.28	\$ 67.34	Volatile Solids	\$ 10.95	\$ 0.00
Hardness (*)(**)	\$ 24.51	\$ 23.12	Volatile Suspended Solids (*)	\$ 9.77	\$ 10.51

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 *Non-Potable Water
 **Drinking Water
 *** Solids

CHEMICAL ANALYSES CONTINUED

<u>Parameter</u>		FY 2024	FY 2025		<u>Parameter</u>		FY 2024	FY 2025
Metal Testing (EPA 200.8) (*)(**):		\$17.73 ea	\$17.90 ea		Metal Testing (EPA 200.7) (*):		\$17.49 ea	\$17.61 ea
Aluminum	Antimony	Arsenic	Barium		Aluminum	Arsenic	Cadmium	Calcium
Beryllium	Boron	Cadmium	Chromium		Chromium	Copper	Iron	Lead
Cobalt	Copper	Iron	Lead		Magnesium	Molybdenum	Nickel	Potassium
Manganese	Molybdenum	Nickel	Selenium		Selenium	Silver	Sodium	Zinc
Silver	Thallium	Tin	Vanadium					
Zinc								
Dissolved Metals		\$17.73	\$20.76		Metals Permit		\$17.73	\$17.90
Aluminum	Antimony	Arsenic	Barium		Aluminum	Antimony	Arsenic	Barium
Beryllium	Boron	Cadmium	Chromium		Beryllium	Boron	Cadmium	Chromium
Cobalt	Copper	Iron	Lead		Cobalt	Copper	Iron	Lead
Manganese	Molybdenum	Nickel	Selenium		Manganese	Molybdenum	Nickel	Selenium
Silver	Thallium	Tin	Vanadium		Silver	Thallium	Tin	Vanadium
Zinc					Zinc			
Drinking Water Metals – Lead & Copper Rule		\$17.73 ea	\$22.19 ea		Mercury (EPA 245.1) (*)(**)		\$19.73	\$25.46
Lead	Copper							

BY QUOTE

Ammonia (Solids)	Mercury (Solids)	TCLP Metals
Chemical Oxygen Demand (Solids)	Oil and Grease (Solids)	TCLP Organic Compounds
Chromium Hexavalent	Organophosphate Pesticide	Total Petroleum Hydrocarbons (Liquid & Solid)
Kjeldahl Nitrogen, Total (Solids)	Phenols	

CONTRACT LAB DATA PROCESSING FEE	FY2024	FY 2025
Contract Data Processing Fee per Analyte	\$0.00	\$8.25

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 *** Solids

ENVIRONMENTAL SERVICES

SAMPLING	FY 2024	FY 2025
Composite Sample	\$ 274.79	\$ 142.67
Additional Composite Sample	\$ 141.18	\$ 122.36
Grab Sample	\$ 106.17	\$ 41.89
Additional Grab Sample	\$ 29.38	\$ 21.58
Field Measurement	\$ 60.76	\$ 53.02
Industry Split Sample	\$ 33.12	\$ 32.74
pH only [±]	\$ 107.38	\$ 0.00
Field pH [±]	\$ 35.06	\$ 0.00
Sampling Event Cost for a Failed Sample [±]	\$ 140.09	\$ 0.00
Boat Fee [±]	\$ 200.11	\$ 0.00
QA/QC Fee [±]	\$ 26.98	\$ 0.00
ENVIRONMENTAL SERVICES ASSISTANCE		
Permit Fee (Annual)	\$ 0.00	\$2,400.43
Permit Preparation (4yr Permit) [±]	\$2,231.42	\$ 0.00
Inspection (permitted users) [±]	\$ 945.67	\$ 0.00
Inspection (unpermitted users) [±]	\$ 76.39	\$ 0.00
Facility Survey Rate (hourly)	\$ 0.00	\$ 44.88
Site Visit Rate (hourly)	\$ 0.00	\$ 65.19
Industrial User Survey Fee (Sort Fee) [±]	\$ 4.51	\$ 0.00
Industrial User Survey Fee (IU Fee) [±]	\$ 18.75	\$ 0.00
Field Surveillance Event	\$ 964.28	\$ 507.56

[±]This service has been merged into other Environmental Services. Details listed below.

GRAB SAMPLE[±]

- Includes pH testing (Beginning FY25)

ADDITIONAL GRAB SAMPLE[±]

- Includes QA/QC (Beginning FY25)

PERMIT FEE (ANNUAL)

- Permit Application Review
- Permit Drafting
- Semiannual & Annual Reports
- Annual Inspections
- Industrial User Pretreatment Classification

- Enforcement Guidance/Drafting
- Sampling/Compliance Monitoring
- Sample Data Review/Report Summaries
- Provide industrial pretreatment consultation

Commencing in FY25, the Permit Fee structure will transition from a four-year fee of \$2,231.42 to an annual fee of \$2,400.43. This revised fee will encompass all services required to maintain the four-year permitting process.

SITE VISIT RATE (HOURLY)

- Drive-by Surveying
- Survey Site Visits
- Nonpermitted Industry Inspections
- Nonpermitted Industry Meetings

FACILITY SURVEY RATE (HOURLY)

- Industrial User Survey
- PFAS Survey
- Dental Survey
- Survey Review
- Facility Research

REGULATORY SERVICES CUSTOMER SUPPORT FEE	FY 2024	FY 2025
RS&C Management (hourly)	\$0.00	\$62.13
RS&C Environmental Specialist (hourly)	\$0.00	\$41.67
RS&C Environmental Technicians (hourly)	\$0.00	\$38.46

REGULATORY SERVICES CUSTOMER SUPPORT FEE (HOURLY)

- Industrial User inspections/meetings not overseen by the Authority
- Industrial User Permit Review not overseen by the Authority
- Pretreatment Program Education/Training
- Ordinance Development/Review
- Enforcement Response Plan Development/Review
- Regulatory Programs Q&As
- Industrial User Support Outside Permit Fee Scope

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 **Drinking Water
 ***Solids

GENERAL SERVICE INFORMATION

1. Effective Date: December 1, 2024. All prices listed are per sample and subject to review.
2. All analyses are performed in accordance with "Standard Methods for the Examination of Water and Wastewater," 20th Edition, 1998 or most recently approved and/or EPA "Manual of Methods for Chemical Analysis of Water and Wastes," 1983 and the "3rd Edition of Solid Waste Manual SW 846."
3. Prices include charges required to maintain the normal quality assurance program.
4. Sample analysis Turn-Around-Time (TAT) day count begins on the next business day after the sample is submitted. Every attempt will be made to meet requested TAT, however should samples submitted for Rush TAT fail to be reported within the stated time frame but still meet Priority TAT, charges will be adjusted to reflect the lower Priority TAT Fee.

Turnaround Time (TAT)	Time Frame*	Cost
Rush	≤5 business days	Routine Fee X 2
Priority	≤9 business days	Routine Fee X 1.5
Standard	≤15 business days	Routine Fee

*business days excludes weekends and TRA holidays

5. The Laboratory will follow instructions as stated on the Chain-of-Custody submitted with samples. The Customer may be contacted by the lab representative on any variance issues and written instruction may be requested concerning the variance.
6. For EPA624 VOC 3-day analysis, do not lower the pH of the sample.
7. Sampling supplies will be provided upon request at a reasonable charge. Bacteriological sampling supplies are included in the cost of analyses.
8. Samples other than bacteriological samples should be delivered to the laboratory before 4:00 p.m. on weekdays. Samples cannot be accepted on weekends or holidays unless special arrangements are made in advance. Bacteriological samples should be delivered prior to 2:00 p.m. unless special arrangements are made in advance. For after-hour samples, please call and arrange for leaving in cold storage vault with analyses request form.
9. A monthly invoice for completed analyses is mailed the following month.
10. Laboratory Services hours are Monday through Friday 7:00 a.m. to 4:30 p.m. To contact the lab about emergency samples, use the contact number(s) below.
11. Environmental Services office hours are Monday through Friday, 7:00 a.m. to 4:00 p.m. For after-hour emergencies, leave a message with computer operator or use the contact numbers below.
12. Environmental Services are requested to be scheduled a minimum of 72 hours in advance.
13. Laboratory Certificate Number T104704287-10-2.

FOR MORE INFORMATION, CONTACT:

METRO: (972) 263-2251

FAX: (972) 975- 4414

JOSEPH K. FIELDING	Manager, Regulatory Services and Compliance	972-975-4374
JENNIFER WHITAKER	Manager, Laboratory Services	972-975-4333
NATALIE TAYLOR	Manager, Environmental Services	972-975-4322

JENNIFER I. MOORE	Senior Manager, Operations and Compliance
--------------------------	--

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**Drinking Water
*** Solids

ATTACHMENT B

CHAIN-OF-CUSTODY PROCEDURES

Sample Collection and Shipment

1. All samples should be handled by the minimum possible number of persons.
2. Stream and effluent samples should be obtained using standard field sampling techniques and preservation procedures.
3. Chain-of-Custody sheets should be attached to each sample at the time of collection. Sample containers must be appropriate for requested testing with legible labels and appropriate preservation. The tag or sheet contains basically laboratory (requested parameters) information; however, certain identifying items including city, city code, contact name and phone number, type sample matrix, material sampled, and method of preservation must be completed by the field personnel collecting the sample. In completing the chain-of-custody tag or sheet, care should be utilized to ensure that all necessary information is correctly and legibly entered onto the form. A black ballpoint pen with waterproof ink should be used at all times.
4. During shipment, samples should be appropriately cooled. The Authority laboratory technician receiving the sample will check the temperature.

Transfer of Custody and Storage

1. All samples should be handled by the minimum possible number of persons.
2. All incoming samples shall be received by the laboratory technician, or their alternate, and logged into a database. Information to be entered into the database shall include the client sample number, date received, source, times sampled, dates sampled, analyses requested and chain-of-custody comments.
3. Promptly after logging, the custodian technician will distribute the sample to an analyst or place the sample in the secure sample vault, which will be locked at all times except when samples are removed or returned by analysts. The sample will be tracked internally in the laboratory.
4. Samples shall be kept in the sample storage security area at all times when not actively being used by analysts, such as during overnight absences. The technician shall ensure that heat sensitive samples, or other sample materials having unusual physical characteristics or requiring special handling, are properly stored and maintained.
5. A log of sample removal and replacement will be kept in the secure sample vault and retained as a permanent record of the laboratory.

The original chain-of-custody and a sample evaluation/variance record shall be furnished by the laboratory to the appropriate Customer control point as part of the final data report.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Government Code Chapter 791 & Second Amended and Restated Interlocal Cooperation Agreement for Law Enforcement Services

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas authorizing the Town Manager to enter into an interlocal agreement with the Town of DISH for Police Services, to be effective commencing October 1, 2024

GOALS/ OBJECTIVES: Protect the Public; 1.1 - Ensure police presence in the community, Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Town of DISH desires to provide its residents and businesses with certain full-time law enforcement protection and services
- Town of DISH has requested Town of Northlake to provide such law enforcement services
- Term:
 - Initial Term: October 1, 2024-September 30, 2025
 - Renewal: 1 year term (annually) up to 4 years
- Payments to the Town of Northlake will be made quarterly by the Town of DISH as follows:
 - \$25 per home per month

COUNCIL ACTION/DIRECTION:

Approve proposed agreement or provide further direction



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE TOWN OF DISH FOR POLICE SERVICES, TO BE EFFECTIVE COMMENCING OCTOBER 1, 2024

WHEREAS, the Town of Dish and Northlake are parties to that Interlocal Cooperation Agreement for Law Enforcement Services, effective October 1, 2024, pursuant to which Northlake provides law enforcement protection and services for the Town of Dish in accordance with the terms and conditions set forth therein; and

WHEREAS, the Town of Dish desires to provide its residents and businesses with certain full-time law enforcement protection and services to the extent authorized by Chapter 791 of the Government Code, and has requested Northlake to provide such law enforcement services; and

WHEREAS, Dish and Northlake have a shared boundary along FM 156 Spur S; and

WHEREAS, the parties have concluded that the negotiated upon agreement, attached hereto, as Exhibit A, fairly compensates the performing party for the services being provided, hereunder, and is in the best interest of each party.

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

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 Interlocal Agreement with the Town of Dish, for full-time law enforcement protection and services, attached hereto as Exhibit A.

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12,

2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

INTERLOCAL COOPERATION AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT (hereinafter the "**Agreement**"), is made and entered into by the Town of Northlake, Texas, a municipal corporation, (hereinafter referred to as "**Northlake**"), and the Town of DISH, Texas, a municipal corporation (hereinafter referred to as "**DISH**," and individually, "**Party**" and collectively, the "**Parties**").

RECITALS:

WHEREAS, DISH and Northlake have a shared boundary along FM 156 Spur S that is depicted on the attached map (**Attachment A**); and

WHEREAS, DISH desires to provide its residents and businesses with certain full-time law enforcement protection and services to the extent authorized by Chapter 341, Texas Local Government Code, and has requested Northlake to provide such law enforcement services; and

WHEREAS, Northlake desires to provide full-time law enforcement protection and services to DISH by and through its municipal police department, the Northlake Police Department ("**NPD**"); and

WHEREAS, each Party paying for the performance of governmental functions or services pursuant to this Agreement must make those payments from current revenues available to the paying Party; and

WHEREAS, the Parties have concluded that this Agreement fairly compensates the performing Party for the services being provided hereunder and is in the best interest of each Party; and

WHEREAS, this Agreement shall be in conformance with Chapter 791 of the Texas Government Code, more commonly known as the "Interlocal Cooperation Act."

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES AGREE AS FOLLOWS:

Section 1. Preamble. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Term. Subject to the termination provisions described in Section 10 herein, this Agreement shall be for an initial term of one year commencing on October 1,

2024, and ending at midnight on September 30, 2025 ("Initial Term"). This Agreement shall automatically renew for successive one-year terms ("Renewal Term"), up to four years in the cumulative, following the expiration of the Initial Term and each Renewal Term unless either Party provides notice to the other Party of their intent to not renew the contract in writing thirty (30) days prior to the end of the then current term.

Section 3. Scope of Services. Northlake agrees to provide DISH with the services described in Chapter 341, Texas Local Government Code, including the equipment, services, personnel, and facilities described in this Chapter (hereinafter collectively referred to as "**Police Services**"). Except as otherwise provided in this Agreement, Northlake shall provide Police Services to DISH to the same extent provided to Northlake's citizens and residents.

(a) Patrol and Traffic Enforcement. Northlake shall generally allocate four (4) officers and support personnel in order to provide the equivalent services of one (1) officer per shift to DISH. Northlake shall provide random, routine neighborhood patrols, patrols of business establishments, routine investigation services, and otherwise enforce the laws of the State of Texas and DISH ordinances, in such a manner as to provide adequate police services considering factors such as, but not limited to, housing densities, commercial development, roadway conditions, and traffic flow.

(b) Emergency Response. Northlake shall answer and respond to calls for police assistance on a 24-hour basis.

(c) Arrests and Detainment. Northlake shall arrange for and/or coordinate jail capacity and services for housing the DISH arrestees, including providing booking services.

(d) Detective Services. Northlake shall provide detective services, as needed, including but not limited to conducting investigations, gathering evidence, interviewing witnesses, and assisting in the resolution of criminal activity or incidents within DISH.

(e) Monitoring Services. Northlake shall provide monitoring services to ensure public safety and maintain law and order within DISH. Such services may include technologies, as appropriate, to deter criminal activity, identify potential threats and enhance public safety.

(f) Community Event Support. Northlake shall provide police attendance and support services at community events within DISH, including crowd control measures, maintaining public order, and ensuring the safety and security of attendees per terms, conditions, and pricing of DISH special event fees as charged to residents of DISH for police officers to provide security and traffic control/direction. DISH shall provide Northlake with detailed information about the event, including date, time, location,

expected attendance, and any specific security concerns, at least thirty (30) days prior to the event.

(g) Employee Screening and Training. Northlake shall provide all human resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide services to DISH, including providing all employee policies and procedures and the administration thereof.

(h) Insurance Coverage. Northlake shall provide all general and personal liability coverage necessary for the adequate protection of Northlake personnel providing police services to DISH at the same level of protection afforded officers and employees while performing the same or similar duties in Northlake, provided however, that neither Party shall be responsible for the other Party's employee retirement and/or pension benefits.

(i) DISH Requests. Northlake shall give prompt consideration to all requests from DISH routed through DISH Liaison (defined below) regarding the delivery of Police Services under this Agreement. Northlake will make every reasonable effort to comply with such requests as long as they are consistent with the law and the Policy Manual of the NPD.

(j) Reporting. Northlake shall conduct all crime reporting and maintain Northlake's standard law enforcement activity reports/statistics pertinent to DISH for the purpose of providing DISH performance measures relating to services provided by Northlake in accordance with this Agreement ("**Police Incident Report**"), including the response time for all activity reported within DISH. The Police Incident Report shall be delivered monthly to DISH by the seventh (7) calendar day of the month reflecting activity from the previous month.

In addition to the Police Incident Report, the Chief of Police of Northlake or a designated representative of the NPD shall attend DISH Council meetings as available, but no less than once per calendar quarter, to provide commentary and insights to the DISH Council and residents regarding public safety, criminal activity trends, and related tips and suggestions to educate DISH residents regarding relevant law-enforcement issues.

Section 4. Liaison. To facilitate efficient communications regarding Police Services within DISH, the Parties shall each designate a dedicated liaison to provide and receive requests and information on each Party's behalf:

(a) Northlake Liaison. The Chief of Police of Northlake or his designee shall act on behalf of Northlake and serve as "**Northlake Liaison**" for Northlake. The Northlake Liaison will make or receive requests and confer upon matters concerning the delivery of

Police Services to DISH. The Northlake Liaison will devote sufficient time and attention to the execution of said duties and will provide immediate and direct supervision of the NPD employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of the DISH and Northlake. The Northlake Liaison will cause the NPD to respond to any non-emergency inquiries from the DISH Liaison within 24 hours of the receipt of inquiry or, if the request is made on a weekend or holiday, on the next business day.

(b) DISH Liaison. DISH shall designate a liaison to act on behalf of DISH and serve as the “**DISH Liaison**” for DISH. DISH Liaison will devote sufficient time and attention to the execution of said duties on behalf of DISH and will provide immediate and direct supervision of DISH employees, agents, contractors, and/or laborers, if any, in the furtherance of the purpose, terms and conditions of this Agreement for the mutual benefit of DISH and Northlake. DISH will notify Northlake as to the designation of the DISH Liaison for DISH. For routine inquiries, the DISH Liaison shall phone the NPD non-emergency line or email Northlake at the email address furnished by the Northlake Chief of Police.

Section 5. Supervision. The Chief of Police for the Northlake Police Department will be solely responsible for the planning, organizing, assigning, directing, and supervising the NPD and any other Northlake personnel under this Agreement. The rendition of service, the standard of performance, the discipline of officers, and other matters incident to the performance of such services and the control of personnel so employed will be solely determined, directed, and performed by the Northlake Police Department; provided however, that the NPD may consult with the DISH Liaison concerning such matters.

Section 6. Compensation.

(a) Quarterly Payment. As consideration for the Police Services to be provided hereunder, DISH agrees to make quarterly payments (“**Quarterly Payment**”) to Northlake at the times and in the amounts as provided in subsection (b) below. The parties agree that these payments are intended to compensate Northlake for the costs to provide the Police Services to DISH. The Quarterly Payment shall be calculated and paid on the first of each calendar quarter, beginning October 1, 2024, for services during the following calendar quarter.

(b) Payment Schedule. The payment to Northlake for Police Services during the Term shall be calculated according to the number of households in DISH multiplied by a monthly dollar amount for services (“**Payment Rate**”), Payment Rate of \$25/household/month. As shown in **Attachment B**, the Quarterly Payments are due on or before October 1, January 1, April 1, and July 1 of each year during the Term of this Agreement.

(c) DISH Households. Accompanying each Quarterly Payment, DISH shall provide to Northlake the number of residential housing units for which a certificate of occupancy has been issued beginning October 1, 2024 and thereafter on the first day of each calendar quarter (October 1, January 1, April 1, and July 1) of each year during the Term.

Section 7. Vehicle and Equipment.

(a) DISH agrees that portions of its Quarterly Payments are dedicated to provide cost recovery in the purchase of a vehicle, in proper working condition, and all equipment necessary for patrol operation. This equipment includes, but is not limited to:

1. Radio
2. Lights and Siren
3. Markings
4. Cage
5. Camera System
6. MDC (compatible with Denton County-Northlake version)

(b) DISH agrees that portions of its Quarterly Payments will subsidize costs of fuel, regularly scheduled maintenance, unscheduled maintenance, and vehicle repair/replacement, including but not limited to:

1. Oil changes
2. Tires
3. Required fluids
4. Transmission Service
5. Fuel

Section 8. Ordinance/Rule Conflict. In the event a conflict between the applicable rules and ordinances ("Rules") of Northlake and DISH creates difficulty in enforcement, Northlake shall notify DISH of such conflict and DISH shall consider amending its Rule(s) to be consistent with that of Northlake. If DISH fails or refuses to amend its Rule(s) to be consistent with the corresponding Northlake Rule(s) within 30 days of written notice from Northlake, Northlake may refrain from enforcing the conflicting the DISH Rule(s).

Section 9. Revenues Retained. All revenues, fines, and forfeitures that may be generated by the performance of Police Services within the geographical boundaries of DISH shall be retained by Northlake.

Section 10. Termination.

(a) Either Party may terminate this Agreement at any time by giving one

hundred eighty (180) days' written notice to the other Party. In the event of termination, DISH shall pay Northlake for all services performed to the termination date, which will be one hundred eighty (180) days after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

(b) In the event that DISH and Northlake are engaged in good-faith negotiations regarding a renewed agreement for police services as of the Termination Date, but have not yet finalized negotiations, the Agreement shall terminate thirty (30) days from the date either Party provides written notice of its intent to cease negotiations ("**Extended Termination Date**"). The terms of this Agreement shall extend through the Extended Termination Date.

(c) Should DISH fail to make any payment due under the terms of this Agreement, then DISH will be in default under this Agreement and interest shall accrue on behalf of Northlake in accordance with the percent of interest authorized by the Texas Prompt Payment Act (Chapter 2251, TEX. GOV'T. CODE, as amended). Failure to pay a Quarterly Payment or other invoice for services rendered hereunder within fifteen (15) days of written notice from Northlake of such default and the amount of payment required to remedy the default, shall result in termination of this Agreement and police services will cease fifteen (15) days after written notice to DISH.

(d) DISH's recourse for failure of Northlake to furnish Police Services under this Agreement will be the right to make a proportionate reduction in the fee to be paid (as determined by mutual agreement of the Parties) or to terminate this Agreement by giving thirty (30) days' written notice. Such termination shall occur thirty (30) days after notice to Northlake has been given.

(e) Either Party to this Agreement can expect and may require the other Party and its officials and employees to carry out, respect and enforce the terms and obligations of this Agreement. Should either Party to this Agreement be in default under the Agreement, the other Party shall provide thirty (30) days' written notice to remedy the default, after which notice such Party shall promptly cure the default.

(f) Should any written notice of default be given for any default (other than a default for nonpayment) and not be cured to the satisfaction of the non-defaulting Party within thirty (30) days, the parties agree to submit to non-binding mediation. Each Party will name at least two and no more than three potential mediators (complete with resume) who are located in Texas. If the Parties cannot mutually agree on a mediator, each Party may strike all but one of the other Party's proposed mediators, leaving a total of two names. The Parties shall then select a name by coin toss. It is the intent of the Parties that mediation be scheduled as soon as practical once the mediator is determined. The cost of the mediator shall be divided evenly by the Parties whether or not the mediation results in resolution of the matters in controversy.

(g) If mediation does not result in resolution of the matters in controversy, the aggrieved Party may proceed to enforce its rights in a court of competent jurisdiction.

(h) The foregoing remedies shall be cumulative; the election of one remedy shall not preclude pursuit of another.

Section 11. Notices. All written notices shall be sent to the following parties by certified mail-return receipt requested:

Northlake

Mayor Brian Montini
Town of Northlake
1500 Commons Cir., Ste. 300
Northlake, Texas 76226
940-648-3290

DISH

Mayor William Sciscoe
Town of DISH
5413 Tim Donald Rd.
DISH, TX 76247
940-648-2040

Section 12. Jurisdiction. DISH grants full and complete authorization and jurisdiction to Northlake for all Police Services provided by Northlake contained in this Agreement. Said jurisdiction shall apply to the boundary limits of DISH.

Section 13. Venue. Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 14. Northlake Police Department. At all times during the term of this Agreement, all NPD police officers and employees shall be solely under the supervision and control of the Chief of Police of Northlake or the Chief's duly authorized representative.

Section 15. Party Status. Both Parties agree that (i) Northlake is an independent contractor, (ii) that Northlake shall have exclusive control of the performance of services hereunder, and (iii) that employees of Northlake in no way are to be considered employees of DISH.

Section 16. Indemnification.

(a) To the extent permitted by law, DISH agrees to hold harmless, save and indemnify Northlake from and against any and all claims for damages, personal injury and/or death that may be asserted against Northlake arising from DISH's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by Northlake.

(b) To the extent permitted by law, Northlake agrees to hold harmless, save

and indemnify DISH from and against any and all claims for damages, personal injury and/or death that may be asserted against DISH arising from Northlake's negligence or its performance hereunder, save and except intentional acts or acts of gross negligence by DISH.

(c) The foregoing notwithstanding, the Parties hereto reserve the right to assert all available legal defenses, and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these Parties.

(d) The provisions of this indemnification are solely for the benefit of the Parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any person or entity.

Section 17. Waiver of Breach. No waiver by either Party of any default or breach of a term or condition of this Agreement by the other Party may be treated as a waiver of any subsequent default or breach of the same or any other term or condition of this Agreement.

Section 18. Modification. This Agreement may only be modified, changed, or altered at any time upon mutual agreement of the parties, provided that any such modification, change and/or alteration be reduced to writing and approved by the governing bodies of Northlake and DISH.

Section 19. No Waiver of Immunity. Nothing in this Agreement shall give any claim or cause of action to any person or party not a Party to this Agreement, nor create any claim or cause of action against Northlake or DISH which would not exist in the absence of this Agreement. Nothing in this Agreement shall add to or change the liability limits or immunities otherwise available to each Party to this Agreement, and nothing in this Agreement shall be deemed or construed to waive any defense, privilege, or immunity of any of the parties to this Agreement nor of any of their elected officials, officers, or employees, as to any claim or cause of action brought by any person or entity.

Section 20. Miscellaneous. This Agreement is not intended to and shall not be construed so as to create a joint enterprise between the Parties hereto. This Agreement shall not be construed more strictly against the drafter as Parties have the benefit of counsel. This Agreement contains the entire agreement between the Parties and all prior negotiations, statements, or representations are superseded and displaced hereby. A waiver, alteration, or modification of this Agreement shall not be binding unless it is in writing and signed by both Parties. The headings of the various paragraphs of the Agreement have been inserted for convenient reference only and shall not be construed to enlarge, diminish, or otherwise change the express provisions hereof.

IN WITNESS WHEREOF, we have hereunto set our hands this the _____ day
of _____, 2024 in duplicate originals.

TOWN OF NORTHLAKE, TEXAS

TOWN OF DISH, TEXAS

Brian Montini, Mayor

William Sciscoe, Mayor

ATTEST:

ATTEST:

Zolaina Parker, Town Secretary

Dalessa Williams, City Secretary

ATTACHMENT A
DISH and Northlake Boundary Map

ATTACHMENT B
Payment Schedule

Contract Year	Payment Rate (per household per month)	Payment Dates
October 1, 2024 – September 30, 2025	\$25	October 1, 2024 January 1, 2025 April 1, 2025 July 1, 2025
October 1, 2025 – September 30, 2026	\$25	October 1, 2025 January 1, 2026 April 1, 2026 July 1, 2026
October 1, 2026 – September 30, 2027	\$25	October 1, 2026 January 1, 2027 April 1, 2027 July 1, 2027
October 1, 2027 – September 30, 2028	\$25	October 1, 2027 January 1, 2028 April 1, 2028 July 1, 2028
October 1, 2028 – September 30, 2029	\$25	October 1, 2028 January 1, 2029 April 1, 2029 July 1, 2029

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Government Code Chapter 791 & Code of Criminal Procedure 4.14(g) Interlocal Cooperation Agreement for Court Services

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas authorizing the Town Manager to enter into an interlocal agreement with the Town of DISH for Municipal Court Services, to be effective commencing October 1, 2024

GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust, Protect the Public; 1.4 - Ensure safe community standards and processes

BACKGROUND INFORMATION:

- Town of DISH desires to provide its residents and businesses with certain court services
- Town of DISH has requested Town of Northlake to provide such court services
- This agreement shall automatically renew for successive 5 year terms
- Town of Northlake will retain 100% of the fines collected minus the fees due the state

COUNCIL ACTION/DIRECTION:

Approve proposed agreement or provide further direction



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH THE TOWN OF DISH FOR COURT SERVICES, TO BE EFFECTIVE COMMENCING OCTOBER 1, 2024

WHEREAS, the Towns of NORTHLAKE and DISH recognize the joint benefits of a combined municipal court system; and

WHEREAS, NORTHLAKE AND DISH desire to enter into this Agreement to combine municipal court services to deliver this key public service at the highest level possible for both communities in accordance with the terms and conditions set forth herein; and

WHEREAS, this interlocal Agreement is made under the authority of the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code; and

WHEREAS, the Town Council finds that it is within the best interest of the public, safety, and welfare to authorize the execution of the Interlocal Cooperation Agreement, attached herein as Exhibit "A"

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

Section #. 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 #. That the Town Council hereby authorizes the Town Manager to execute an interlocal Agreement with TOWN OF DISH for Municipal Court Services.

Section #. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

WHEREAS, NORTHLAKE and DISH believe that this Agreement is in the best interests of NORTHLAKE and DISH; and

WHEREAS, this Agreement is approved by the governing bodies of NORTHLAKE and DISH; and

WHEREAS, this Agreement is authorized by and in conformance with Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (the "Act").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE TOWNS OF NORTHLAKE AND DISH HEREBY AGREE TO THE FOLLOWING:

Section 1. All matters stated above are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. **Term.** This Agreement shall be for an initial term of ____ () years commencing on October 1, 2024, and ending September 30, ____, (the "Initial Term") and may be extended thereafter by mutual consent of the parties hereto for two successive ____ () year terms. (The renewal terms shall be referred to as the "First Renewal Term" and "Second Renewal Term", respectively.)

Section 3. **Scope of Services to be provided by NORTHLAKE.** NORTHLAKE hereby agrees to provide DISH the following equipment, services, personnel, and facilities:

- a. Commencing October 1, 2024, NORTHLAKE will provide municipal court services at NORTHLAKE municipal court (Town Hall). The Municipal Judge will be appointed by NORTHLAKE. NORTHLAKE will provide the necessary facilities, security, administrative oversight, financial management, general court staffing and other employees to properly supervise and operate the combined municipal court facility. Municipal court services shall include at a minimum, but not necessarily be limited to, the following:
 1. enforcement of Class C misdemeanor criminal laws and ordinance violations which occur in DISH including the interpretation, application and enforcement of DISH ordinances and state law;
 2. maintenance of all citations and other applicable records related to citations issued in DISH;

3. completion of reports on convictions and submission to the State of Texas or other reports as required or agreed upon;
 4. informing all defendants of citations issued in DISH of their legal options under the laws of the State of Texas;
 5. provide Municipal Court judicial services including trials, property hearings, arraignments, warrant issuance, juror notification, setting of bonds, other judicial proceedings and magistrate services; and
 6. providing financial reports to DISH and other reports as required by external audit firms as required by Generally Accepted Accounting Principles (GAAP) to be used by the Town of DISH for compliance with GAAP.
- b. All Human Resource services necessary for the recruitment, screening, employment, and training of all personnel required to provide municipal court services for NORTHLAKE and DISH, including providing all employee policies and procedures and the administration thereof shall be provided by NORTHLAKE.
 - c. NORTHLAKE shall provide access to DISH any and all of DISH'S court financial or court case related documentation upon request.
 - d. NORTHLAKE shall contract for and pay directly to the contractor all costs associated with prosecution services for NORTHLAKE related court actions.
 - e. NORTHLAKE agrees to perform all services under this Agreement in a good and workmanlike manner, and in accordance with all applicable laws and regulations.
 - f. Pursuant to Article 4.14 (g) of the Texas Code of Criminal Procedure, NORTHLAKE shall maintain original jurisdiction for all DISH cases, as if the NORTHLAKE municipal court were located in the Town of DISH, for all cases contemplated by Article 4.14 (g).

Section 4. **DISH Obligations.** In consideration for the provision of municipal court services by NORTHLAKE, DISH agrees that NORTHLAKE shall retain all revenue generated from DISH citations, less the amount per citation that is required to be remitted to the State of Texas. DISH and NORTHLAKE agree that defendants appearing on the basis of a citation issued related to activity occurring within the territorial limits of DISH shall not be treated differently by NORTHLAKE when compared to all other court defendants. No other payment from DISH shall be required for the provision of municipal court services.

Section 5. **Cancellation.** Either Party may terminate this Agreement without cause upon

providing the other Party with thirty (30) days written notice, in accordance with Section 6, below; provided, however, this Agreement shall continue beyond the effective date of termination for the limited purpose of completing all unadjudicated matters related to activity occurring within the territorial limits of DISH.

- Section 6. **Notices.** All notices required or provided for in this Agreement shall be sent to the following parties by certified mail – return receipt requested:

NORTHLAKE
Town Manager
Town of Northlake
1500 Commons Circle
Suite 300
Northlake, TX 76226

DISH
Mayor
Town of DISH
5413 Tim Donald Road
DISH, TX 76247

- Section 7. **Venue.** Venue for any legal dispute arising pursuant to this Agreement shall lie in Denton County, Texas.

- Section 8. **Independent contractor.** All parties mutually agree that NORTHLAKE is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of NORTHLAKE in no way are to be considered employees of DISH. The employment rights of NORTHLAKE personnel assigned under this Agreement will not be abridged.

- Section 9. **Apportionment of Responsibility.** NORTHLAKE and DISH each agree to accept full responsibility for the actions of their own officers, agents and employees in the operation of the municipal court and performing pursuant to this Agreement. Neither Party shall be responsible for indemnifying the other with respect to the matters contemplated herein.

It is expressly understood and agreed that, in the execution of this Agreement, NORTHLAKE and DISH do not waive, nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to or against claims arising in the exercise of governmental functions relating hereto or otherwise. By entering into this Agreement, NORTHLAKE and DISH do not create any obligations express or implied, other than those set forth herein, and this Agreement shall not create any rights in any parties not a signatory hereto.

- Section 10. **Municipal Court Facility.** In the event that the municipal court services located at the NORTHLAKE Town Hall are damaged due to a natural or a manmade disaster and is unusable, NORTHLAKE will have a contingency plan to continue to provide the services under this Agreement at another facility within Denton County.

- Section 11. **Annual Review.** Annually, this Agreement will be reviewed by both parties for needed clarification and/or revisions. This Agreement may only be

modified, changed or altered upon mutual agreement of parties, provided that any such modification, change and/or alteration be reduced to writing, and approved by the governing bodies of NORTHLAKE and DISH.

Section 12. **Effective Date.** This Agreement has been approved by the governing bodies of NORTHLAKE and DISH respectively. The execution of this Agreement has been authorized by an act of the governing bodies of NORTHLAKE and DISH at a duly called and posted meeting. This Agreement shall become effective at 12:00 a.m. on October 1, 2024, (the "Effective Date"). Any tickets or citations issued prior to the Effective Date shall be adjudicated in the municipality in which the incident arose or the citation or ticket was issued.

IN WITNESS WHEREOF, we have hereunto set our hands this the ____ day of __, 2024, in duplicate originals.

TOWN OF DISH, TEXAS

TOWN OF NORTHLAKE, TEXAS

By: William Sciscoe, Mayor

By: Drew Corn, Town Manager

Attest: Town Secretary

Attest: Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 5. ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Texas Tax Code, Section 6.03 Appraisal District Board of Directors
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, nominating a member or members to the Board of Directors of the Denton Central Appraisal District
GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues

BACKGROUND INFORMATION:

- Taxing jurisdictions nominate then vote on five DCAD board members
- DCAD Board Members Guidelines:
 - Term: two years beginning January 1, 2025
 - Must have resided in Denton County throughout previous two years
 - Elected officials of taxing unit may serve, Town employees may not

COUNCIL ACTION/DIRECTION:

Nominate candidate(s) for DCAD Board of Directors



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS TO NOMINATE CANDIDATES TO THE DENTON CENTRAL APPRAISAL DISTRICT BOARD OF DIRECTORS FOR THE TERM OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, the Denton County Chief Appraiser has notified the Town of its nominating entitlement of five (5) nominations.

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

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 of Northlake hereby nominates its no more than five (5) nominations for the following candidate(s) _____ to serve on the Board of the Denton Central Appraisal District Board of Directors.

Section 3. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

M E M O

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

FROM: Don Spencer, Chief Appraiser

SUBJECT: Request for Nominations for DCAD Board of Directors

DATE: August 14, 2024

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

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

Please return your nomination(s) by written resolution before October 15, 2024.

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

CALENDAR FOR APPOINTMENTS:

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



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

Memo, Appointing Board of Directors, August 14, 2024

Page 2

SELECTING A NOMINEE

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

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

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

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

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

TERM OF OFFICE – Section 5.13(d) of SB2 Second Special Session 88th Legislature redefined the terms for appointed positions on the appraisal district board of directors. For the term of office beginning on January 1, 2025, officers will serve either a one or a three year term. All terms thereafter will be 4 year staggered terms. Term length each appointed position will be determined by drawing during the first calendar meeting of 2025.

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

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Local Government Code, Chapter 43 - Municipal Annexations; Development Agreement with Sandstrom Development Tx, LTD

SUBJECT: Consider adoption of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 34.084 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, generally located east of Faught Road approximately 1,500 feet north of Carpenter Road contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction. Case # ANX-24-001

i. Public hearing

ii. Consider approval

GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries, Advance Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction

BACKGROUND INFORMATION:

- Sandstrom Development Tx, LTD owns 34.084 acres in Northlake ETJ
 - East of Faught Road approximately 1,500 feet north of Carpenter Road
 - Proposed 29-lot single-family residential development to be known as Hawthorne Estates
- August 13, 2020: Town Council approved development agreement with owner
 - Constitutes petition for voluntary annexation upon approval of final plat and construction plans
 - Includes service plan
- Final plat and construction plans have been approved
- August 22, 2024: Council called and authorized public hearing to be held at this meeting
 - All required notice provided

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Approved annexation ordinance



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING FOR THE ANNEXATION OF A TERRITORY MORE SPECIFICALLY DESCRIBED HEREIN, BUT GENERALLY COMPRISING APPROXIMATELY 34.084 ACRES LOCATED IN A PORTION OF THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063, SITUATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; EXTENDING THE BOUNDARY OF THE LIMITS OF SAID TOWN OF NORTHLAKE, TEXAS, FOR ALL MUNICIPAL PURPOSES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; 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, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area upon the request of the landowner(s); and

WHEREAS, on January 26, 2021, a development agreement executed between Sandstrom Development Tx, LTD, the owner of certain property located within the extraterritorial jurisdiction of the Town, and the Town of Northlake was recorded in the Real Property Records of Denton County; and

WHEREAS, the development agreement constitutes a petition for voluntary annexation into the Town pursuant to Chapter 43, Subchapter C-3; and

WHEREAS, the development agreement constitutes a service plan pursuant to Section 43.0672 of the Texas Local Government Code; and

WHEREAS, pursuant to the requirements of subchapter C-3 of chapter 43 of the Local Government Code, a public hearing to hear arguments for and against the requested annexation was held before the Northlake Town Council on September 12, 2024; and

WHEREAS, all of the territory described herein is adjacent to and within one mile of the present, corporate limits of the Town, and within the extraterritorial jurisdiction of the Town; and

WHEREAS, all requirements of the law have been met for this annexation, including compliance with Section 43.0673 of the Texas Local Government Code.

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

- Section 1.** All of the territory described herein is, for all purposes, annexed into the Town, and the Town limits are extended to include such territory, to wit: An approximate 34.084 acres located in a portion of the Patrick Rock Survey, Abstract No. 1063, more particularly described in Exhibit "A" attached hereto and incorporated herein, for all purposes.
- Section 2.** The owners and inhabitants of the annexed territory are entitled to all of the rights and privileges of all other citizens and property owners of the Town and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.
- Section 3.** The official map and boundaries of the Town, previously adopted, is amended to include the newly annexed territory as a part of the Town of Northlake, Texas. The Town Secretary is directed and authorized to perform or cause to be performed all acts necessary to revise the official map of the Town to add the territory annexed as required by law.
- Section 4.** The Town Secretary is directed to file or cause to file the certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and provide a copy of this Ordinance to the Denton County, mapping department and the Denton County Central Appraisal District.
- Section 5.** This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.
- Section 6.** If any section, sentence, phrase, paragraph or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph, or provision of any other ordinance of the town. The town council declares that is would have adopted the valid portion and applications of this ordinance and would have annexed and does hereby annex the valid property without the invalid part, and to this end the provisions of the ordinance are declared to be severable.
- Section 7.** This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

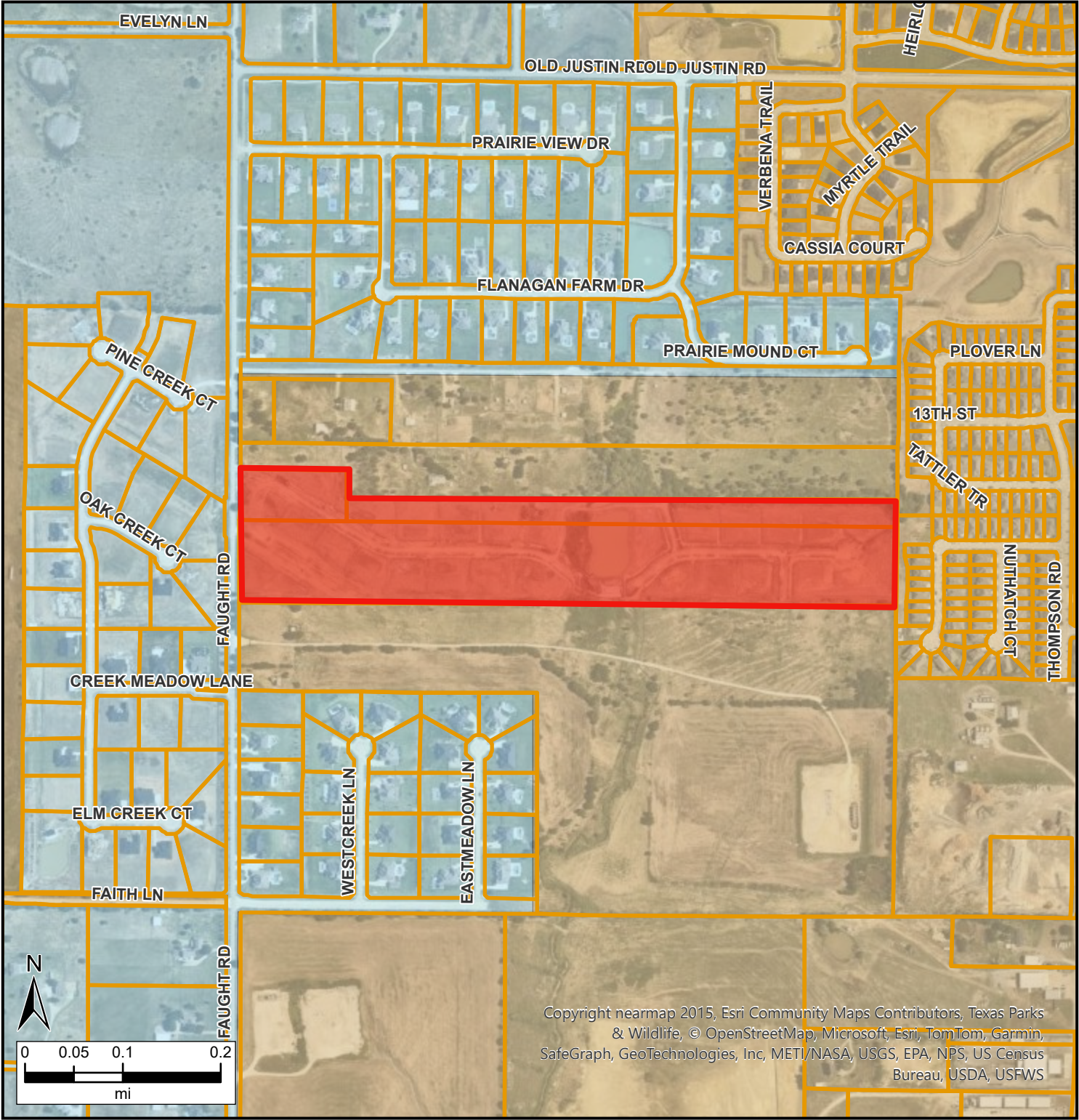
Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

ANX-24-001



Legend

Existing Roads

Estimated OCI

0.0 - 49.9

50.0 - 74.9

75.0 - 99.4

out of range

Parcels

Northlake Boundary

Town of Northlake Incorporated Area and ETJ

Incorporated Area

Extraterritorial Jurisdiction

Limited Purposes Annexation

Nearmap Reference Layer

RGB

Red: Band_1

Green: Band_2

Blue: Band_3

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Date: 8/15/2024

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Local Government Code, Chapter 43 - Municipal Annexations; Development Agreement with DFW Northlake Business Park, LLC

SUBJECT: Consider adoption of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 67.95 acres of land situated in the Patrick Rock Survey, Abstract No. 1063, generally located north of FM 407 in the 1600 and 1700 blocks of FM 407 contiguous to the current town limits of Northlake, Texas, in the Town's exclusive extraterritorial jurisdiction. Case # ANX-24-002

- i. Public hearing
- ii. Consider approval

GOALS/ Advance Northlake's Interest; 5.1 - Manage the town's municipal boundaries, Advance
OBJECTIVES: Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction

BACKGROUND INFORMATION:

- DFW Northlake Business Park, LLC owns 67.95 acres in Northlake ETJ
 - North of FM 407 in 1600 and 1700 blocks of FM 407
 - Proposed development with commercial and light industrial uses to be known as Northlake Business Park
- June 22, 2023: Town Council approved development agreement with owner
 - Constitutes service plan and petition for voluntary annexation
 - Effective upon execution and recording of DA which have been completed
- August 22, 2024: Council called and authorized public hearing to be held at this meeting
 - All required notice provided

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Approve annexation ordinance



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, PROVIDING FOR THE ANNEXATION OF A TERRITORY MORE SPECIFICALLY DESCRIBED HEREIN, BUT GENERALLY COMPRISING APPROXIMATELY 67.95 ACRES LOCATED IN A PORTION OF THE PATRICK ROCK SURVEY, ABSTRACT NO. 1063, SITUATED IN THE EXTRA-TERRITORIAL JURISDICTION OF THE TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; EXTENDING THE BOUNDARY OF THE LIMITS OF SAID TOWN OF NORTHLAKE, TEXAS, FOR ALL MUNICIPAL PURPOSES; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A SEVERABILITY CLAUSE; 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, Section 43.0671 of the Texas Local Government Code permits a municipality to annex an area upon the request of the landowner(s); and

WHEREAS, on September 13, 2023, a development agreement executed between DFW Northlake Business Park, LLC, the owner of certain property located within the extraterritorial jurisdiction of the Town, and the Town of Northlake was recorded in the Real Property Records of Denton County; and

WHEREAS, the development agreement constitutes a petition for voluntary annexation into the Town pursuant to Chapter 43, Subchapter C-3; and

WHEREAS, the development agreement constitutes a service plan pursuant to Section 43.0672 of the Texas Local Government Code; and

WHEREAS, pursuant to the requirements of subchapter C-3 of chapter 43 of the Local Government Code, a public hearing to hear arguments for and against the requested annexation was held before the Northlake Town Council on September 12, 2024; and

WHEREAS, all of the territory described herein is adjacent to and within one mile of the present, corporate limits of the Town, and within the extraterritorial jurisdiction of the Town; and

WHEREAS, all requirements of the law have been met for this annexation, including compliance with Section 43.0673 of the Texas Local Government Code.

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

- Section 1.** All of the territory described herein is, for all purposes, annexed into the Town, and the Town limits are extended to include such territory, to wit: An approximate 67.95 acres located in a portion of the Patrick Rock Survey, Abstract No. 1063, more particularly described in Exhibit "A" attached hereto and incorporated herein, for all purposes.
- Section 2.** The owners and inhabitants of the annexed territory are entitled to all of the rights and privileges of all other citizens and property owners of the Town and are bound by all acts, ordinances, and all other legal action now in full force and effect and all those which may be subsequently adopted.
- Section 3.** The official map and boundaries of the Town, previously adopted, is amended to include the newly annexed territory as a part of the Town of Northlake, Texas. The Town Secretary is directed and authorized to perform or cause to be performed all acts necessary to revise the official map of the Town to add the territory annexed as required by law.
- Section 4.** The Town Secretary is directed to file or cause to file the certified copy of this Ordinance in the office of the County Clerk of Denton County, Texas, and provide a copy of this Ordinance to the Denton County, mapping department and the Denton County Central Appraisal District.
- Section 5.** This Ordinance shall be cumulative of all provisions of ordinances of the Town, except where the provisions are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.
- Section 6.** If any section, sentence, phrase, paragraph or word of this ordinance be found to be illegal, invalid or unconstitutional, or if any portion of said property is incapable of being annexed by the town, for any reason whatsoever, the adjudication shall not affect any other section, sentence, phrase, word, paragraph, or provision of any other ordinance of the town. The town council declares that it would have adopted the valid portion and applications of this ordinance and would have annexed and does hereby annex the valid property without the invalid part, and to this end the provisions of the ordinance are declared to be severable.
- Section 7.** This ordinance shall be in full force and effect from and after its passage and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

1. BASIS OF FILING FOR THIS SURVEY WAS
CERTIFICATE NO. 2002-1800, STATE OF
TEXAS, 2002, AND 2001, 2000, 1999
AND 1998, 1997, 1996, 1995, 1994,
1993, 1992, 1991, 1990, 1989, 1988,
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LEGAL DESCRIPTION

BEING 67.85 acres of land, more or less, being a part of the N. P. Rock-
well Survey, adjacent to the D.D. Davidson County, Texas, and being the remainder,
after deducting 1.25 acres, more or less, being the same as described in the
P.M. Atkins, et al. vs. Wm. H. Davidson, et al., Cause No. 887, in the County of
Davidson, County, Texas, said 67.35 acres being more particularly described
as follows:

BEGINNING at a found iron rod at the northeast corner of said Henry Withers
tract;

THENCE S. 00 deg. 44' mn. 39 sec. E. a distance of 59.645 feet to a found
iron rod for corner;

THENCE S. 00 deg. 37' mn. 31 sec. E. a distance of 257.80 feet to a found
iron rod for corner;

THENCE S. 00 deg. 35' mn. 42 sec. E. a distance of 3345.30 feet to a found
iron rod for corner;

THENCE S. 89 deg. 40' mn. 46 sec. W. a distance of 4632.55 feet to a found
iron rod for corner;

THENCE S. 00 deg. 30' mn. 05 sec. E. a distance of 6009.65 feet to a found
iron rod for corner;

THENCE S. 89 deg. 36 min. S3 sec. W a distance of 63.93 feet to a found iron rod for corner
 THENCE N. 00 deg. 37 min. S9 sec. W a distance of 60.77 feet to a found iron rod for corner
 THENCE S. 89 deg. 46 min. S3 sec. W a distance of 65.126 feet to a found iron rod for corner
 THENCE S. 89 deg. 46 min. 23 sec. W a distance of 65.012 feet to a found iron rod for corner
 THENCE S. 89 deg. 42 min. 49 sec. E a distance of 250.12 feet to a found iron rod for corner
 THENCE S. 89 deg. 42 min. 49 sec. W a distance of 174.93 feet to a set iron rod for corner
 THENCE N. 89 deg. 34 min. 23 sec. W a distance of 2369.82 feet to a found iron rod for corner
 THENCE N. 89 deg. 44 min. 13 sec. E a distance of 1359.59 feet to the POINT OF BEGINNING, containing 2,359.645 square feet or 0.725 acres of land, more or less.

THE STATE OF TEXAS
COUNTY OF MONTAGUE
CERTIFICATE OF SURVEYOR
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PLAN IS TRUE AND CORRECT AND WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND IN ACCORDANCE WITH THE PROVISIONS MADE UNDER MY SUPERVISION ON THE GROUND.
J. W. C. STANLEY - 56360
1-10-71

BOUNDARY SURVEY
OF
67.95 ACRES
BEING PART OF
P. ROCK SURVEY
ABSTRACT NO. 1063
DENTON COUNTY, TX

2021-07-316 PRODUCT LLC
2021-07-317 PRODUCT
30 UTILITY ESEMENT
PERIOD 5078 P2.447
FO

1,346.39° E 34° 42' S 0°

N.N.N.N.
VOL. 3447 Pg. 350
DIRECT

WIRE FENCE
TFR

00° 37' 31" E
257.80'

SPRO
VOL. 1001 PC 923

FR

00° S
44' 19" E

AM PARTNERS
1000 14th St S
DODD BPOC1

516.45'

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BROWN-75725
DOC. NO. 15-75725

PER FROM

PER

DATE

2021/05/28

REPROCT

DATE

2021/05/28

REPROCT

N 89° 44' 13" E

53" W

PROPOSED LOT

PROPOSED EASEMENT

20' ELECTRIC EASEMENT

DIOC. NO. 2081-38972

DIOC. NO. 208177068

PROPOSED LOT

N 0° 31' 59" W

610.17'

CONCRETE CURB 1.00'

NAME: _____

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410. _____

411. _____

412. _____

413. _____

414. _____

415. _____

416. _____

417. _____

OWNER OF
HEMPT W/1
PAT W/1
VOL. 2887
RFD/0

WIRE FENCE

1,355.59'

FROM SQUARE
BUSINESS PARK, LLC
1000 N. 10TH
2018-2019 PERIOD

P. ROCK SURVEY
ABSTRACT NO. 1063

67.95 ACRES

SR

S89° 42' 49" W'
174.93'

SR

S 00° 15' 09"
250.12'

N 0° 34' 23" "

2,369.62'

GRACE & L. WATSON
VOL. 575 PG 69
PROJECT

WATER

WHITE FENCE

FR

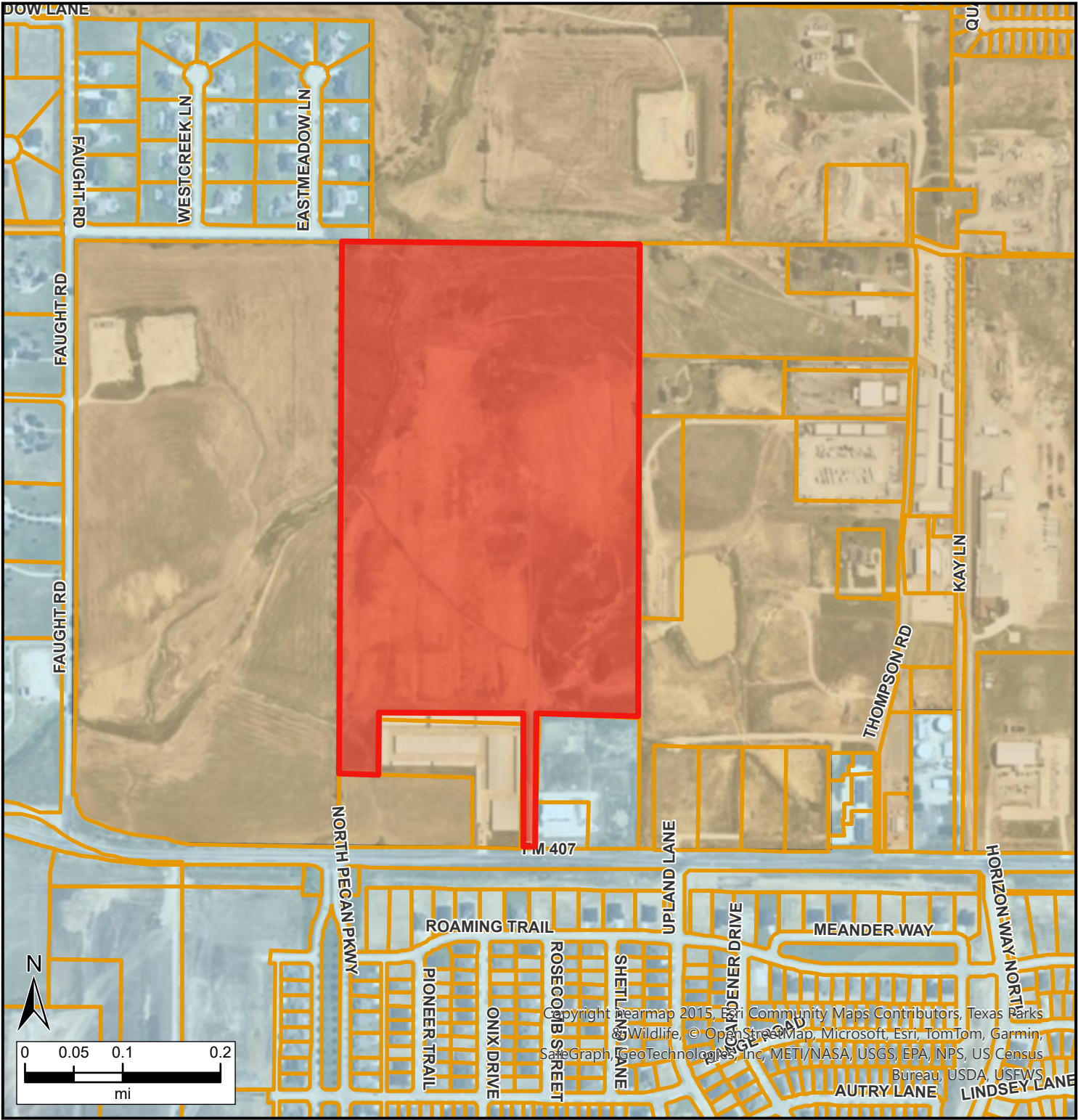
CARPENTER ROAD

GRECK MEADOWS ADDITION
VOL. 2017 PG. 477
PRWCT

LEGEND

FR	• FOUND RION ROAD
SIR	□ SET RION ROAD
—	EXISTING BUILDING
—	EXISTING FENCE LINE
PP	POWER POLE
—	PROPERTY LINE
—	PROPERTY LINE
MS	METAL BUILDING
MS	METAL SHED
CP	COVER PORCH

ANX-24-002



Legend

Existing Roads

Estimated OCI

0.0 - 49.9

50.0 - 74.9

75.0 - 99.4

out of range

Parcels

Northlake Boundary

Town of Northlake Incorporated Area and ETJ

Incorporated Area

Extraterritorial Jurisdiction

Limited Purposes Annexation

Nearmap Reference Layer

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



Date: 8/15/2024

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Local Government Code, Chapter 371, Improvement Districts in Municipalities and Counties

SUBJECT: Consider adoption of an Ordinance, of the Town of Northlake, Texas, levying assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2024-2025; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted

- i. Public Hearing
- ii. Consider Approval

**GOALS/
OBJECTIVES:** Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- Background:
 - State Law requires published notice and public hearing on public improvement districts (PID)
 - Hearing allows property owners to express their views on assessments levied by PID
 - Prior petition to dissolve PID No. 1 (Harvest) for Fiscal Year (FY) 2023-2024 was unsuccessful
 - September 28, 2023 - Council motioned and approved to levy an assessment of \$0.00 for the PID No. 1 (Harvest)
- Key assessment information:
 - Proposed PID No. 1 (Harvest) FY2024 Assessment: \$0.00 per \$100 of assessed value
 - Last year's assessment: \$0.00 per \$100 of assessed value
- Key Public Improvement District Dates
 - August 8, 2024 - Call public hearing for Public Improvement District No. 1 (Harvest)
 - August 17, 2024 - Publish notice of Public Improvement District No. 1 (Harvest)
 - September 12, 2024 - Hold public hearings on the Service Assessment Plan (SAP) for PID No. 1 (Harvest) and approve SAP

COUNCIL ACTION/DIRECTION:

Conduct public hearing for PID No. 1 (Harvest) service assessment plan and adopt plan



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO. 1 IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO. 1; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY, PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, has heretofore directed that certain services (the “services”) shall be provided in the Northlake Public Improvement District No. 1 (the “District”); and

WHEREAS, the boundaries of the improvement district are approximately: quarter mile north of Old Justin Road on the north, Harvest Way on the east, FM 407 on the south, and quarter mile west of Cleveland Gibbs Road on the west; and

WHEREAS, the Services provided in Fiscal Year 2023-2024 and their estimated costs are as follows:

EXPENSES: Per the Town Council decision of September 28, 2023, we are collecting a \$0.00 rate per \$100

WHEREAS, there are no planned budgeted expenses supported by PID revenues in the District; and

WHEREAS, it is proposed that property in the District be assessed at \$0.00 per each \$100 of property value, as of January 1, 2024 and determined by the appraisal district with jurisdiction over property in the District; and

WHEREAS, the Services and proposed assessment roll were heard by the Town Council in a public hearing conducted on the 12th day of September 2024, at 5:30 p.m. in the Council Chamber in the Town Hall in the Town of Northlake, Texas (the “Public Hearing”), notice of which was published in a newspaper of general circulation in the Town, and at such hearing all desiring to be heard were given a full and fair opportunity to be heard

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

THAT:

- 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 ordinance as if copied in their entirety.
- Section 2.** The Town Council, from all evidence before it, including all information provided to it and considered in the Public Hearing, finds that the assessments herein described should be levied against the respective parcels of property in the District and against the owners of such property. Such assessments and charges are right and proper and are substantially in proportion to the benefits to the respective parcels of property by means of the Improvements in the District for which such assessments are levied and establish substantial justice and equality and uniformity between all parties concerned, considering the benefits received and burdens imposed. The Town Council further finds that in each case the property assessed is specially benefited in enhanced value to the said property by means of the improvements in the District and for which assessment is levied and charge made, and further finds that the apportionment of the cost of the improvements is in accordance with applicable law. The Town Council, from the evidence, further finds that the values of the respective parcels of property on January 1, 2024, are true and correct.
- Section 3.** There shall be levied and assessed against the parcels of property in the District and against the real and true owners thereof (whether such owners be correctly named herein or not), the sums of money itemized per parcel of property, and the owners thereof, as far as such owners are known, at the following rates and method of payment: \$0.00 per each \$100 of value for property in the District.
- Section 4.** Where more than one person or entity owns an interest in any property described herein, each such person or entity shall be personally liable only for its, his or her pro rata share of the total assessment against such property in proportion to its, his or her respective interest to the total ownership such property, and its, his or hers respective interest in such property may be released from the assessment lien upon payment of a proportionate sum.
- Section 5.** The sums above mentioned and assessed against the said parcels of property, and owners thereof, and penalty and interest thereon at the rate prescribed by Chapter 372, Texas Local Government Code (the Public Improvement District Assessment Act), together with reasonable attorney's fees and cost of collection, if incurred, are hereby declared to be and are made a lien upon the respective parcels of property against which the same are assessed, and a personal liability and charge against the real and true owners of such property, whether such owners be correctly named herein or not, and such liens shall be and constitute the first enforceable lien and claim against the property on which such assessments are levied, and shall be a first and paramount lien thereon, superior to all other liens and claims, except state, county, school district and the Town ad valorem taxes. A copy of this ordinance may be filed with the County Clerk of Denton County, Texas, and when so filed shall constitute complete and adequate

legal notice to the public concerning the liens hereby assessed against the respective parcels of property and the owners thereof.

The sums so assessed against the respective parcels of property and the owners thereof shall be and become due and payable on or before January 31, 2025, and shall become delinquent if not paid by February 1, 2025. The entire amount assessed against each parcel of property shall bear penalty and interest, from and after February 1, 2025, at the same rate as prescribed by law for any delinquent ad valorem tax until paid.

Section 6. If default shall be made in the payment of any assessments, collection thereof shall be enforced by suit in any court of competent jurisdiction, and Town shall exercise all its lawful powers to aid in the enforcement and collection of said assessments.

Section 7. The total amount assessed against the respective parcels of property, and the owners thereof, is in accordance with the proceedings of the Town hereto and is less than the proportion of the cost allowed and permitted by applicable law.

Section 8. Although the aforementioned charges have been fixed, levied, and assessed in the respective amounts herein stated, the Town Council does hereby reserve the right to reduce the aforementioned assessments by allowing credits to certain property owners where deemed appropriate and provided that such any such allowance does not result in any inequity and/or unjust discrimination.

Section 9. Full power to make and levy assessments and to correct mistakes, errors, invalidities or irregularities in the assessments are, in accordance with the law in force in this Town, vested in the Town.

Section 10. In any suit upon any assessment or reassessment, it shall be sufficient to allege the substance of the provision recited in this ordinance and that such recitals are in fact true, and further allegations with reference to the proceedings relating to such assessment or reassessment shall not be necessary.

Section 11. Should any portion, section or part of a section of this Ordinance be declared invalid, inoperative or void for any reason by a court of competent jurisdiction, such decision, opinion or judgment shall in no way impair the remaining portions, sections, or parts of sections of this Ordinance, which shall remain in full force and effect.

Section 12. This Ordinance shall be cumulative of all other ordinances and appropriations amending the same except in those instances where the provisions of this Ordinance are in direct conflict with such other ordinances and appropriations, in which instance said conflicting provisions of said prior ordinances and appropriations are hereby expressly repealed.

Section 13. Any person, firm or corporation violating any of the provisions of this Ordinance shall

be punished in accordance to Section 1.01.009 of the Town of Northlake Code of Ordinances, and no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

Section 14. 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 15. 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 16. 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 17. This Ordinance shall be in full force and effect from and after its passage and/or publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTER 372, IMPROVEMENT DISTRICTS IN MUNICIPALITIES AND COUNTIES

SUBJECT: Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, accepting and approving the update of the Fiscal Year 2024-2025 Service and Assessment Plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- State Law requires published notice and public hearing on public improvement districts (PID)
- Hearing allows property owners to express their views on assessments levied by PID
- Key Assessment Information
 - PID No. 2 (Highlands): \$1,307.97 per acre assessment
 - Last year's assessment: \$1,311.06 per acre per original assessment computation
- Key Public Improvement District Dates
 - August 8, 2024 - Call public hearing for Public Improvement District No. 2 (Highlands)
 - August 17, 2024 - Publish notice of Public Improvement District No. 2 (Highlands)
 - September 12, 2024 - Hold public hearings on the Service Assessment Plan (SAP) for PID No. 2 (Highlands) and approve SAP
- The [Service Assessment Plan](#) can be found on the Town's website
 - The Assessment Computation is located in Appendix E of the SAP
 - The Schedule of Annual installments is located in Appendix F of the SAP

COUNCIL ACTION/DIRECTION:

Conduct public hearing for PID No. 2 (Highlands) service assessment plan and adopt plan



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS ACCEPTING AND APPROVING AN UPDATE OF THE SERVICE AND ASSESSMENT PLAN AND AN UPDATED ASSESSMENT ROLL FOR THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT IN COMPLIANCE WITH CHAPTER 372 (AUTHORIZED IMPROVEMENT ASSESSMENT); MAKING AND ADOPTING FINDINGS; PROVIDING FOR THE INCORPORATION OF FINDINGS; ACCEPTING AND APPROVING THE ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL FOR THE HIGHLANDS PUBLIC IMPROVEMENT DISTRICT, ATTACHED AS EXHIBIT “A” HERETO; PROVIDING A CUMULATIVE REPEALER CLAUSE; PROVIDING SEVERABILITY, PROVIDING FOR ENGROSSMENT AND ENROLLMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on April 24, 2014, after due notice, the Town Council of the Town of Northlake, Texas (the “Town Council”) held the public hearing in the manner required by law on the advisability of the public improvements and services described in the petition as required by Sec. 372.009 of the Public Improvement District Assessment Act, Chapter 372, Texas Local Government Code, as amended (the “PID Act”) and made the findings required by Sec. 372.009(b) of the PID Act and, by Resolution No. 14-12 adopted by a majority of the members of the Town Council, authorized the PID in accordance with its finding as to the advisability of the public improvements and services; and

WHEREAS, on May 29, 2014, after notice and a public hearing conducted in the manner required by law, the Town Council adopted Ordinance No. 14-0529A approving a service and assessment plan and an assessment roll for The Highlands Public Improvement District; and

WHEREAS, on May 29, 2014, the Town Council issued bonds secured directly and indirectly, respectively, by the assessments levied pursuant to the Assessment Ordinance; and

WHEREAS, Section 372.013 of the PID Act and the Service and Assessment Plan require that the Service and Assessment Plan and Assessment Roll be annually reviewed and updated; and

WHEREAS, the Annual Service Plan Update and updated Assessment Roll attached as Exhibit “A” hereto conform the original Assessment Roll to the principal and interest payment schedule required for the bonds, thereby reducing the amounts listed on the original Assessment Roll, and update the Assessment Roll to reflect prepayments, property divisions and changes to the budget allocation for District public improvements that occur during the year, if any; and

WHEREAS, the Town Council now desires to proceed with the adoption of this Ordinance which

supplements the Assessment Ordinance and approves and adopts the Annual Service Plan Update and the Updated Assessment Roll attached thereto, in conformity with the requirements of the PID Act, for the fiscal year beginning October 1, 2024 and ending September 30, 2025.

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

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 ordinance as if copied in their entirety.

Section 2. **ANNUAL SERVICE PLAN UPDATE AND UPDATED ASSESSMENT ROLL:** The Annual Service Plan Update and Updated Assessment Roll attached hereto as Exhibit "A" are hereby accepted and approved and compliance with the PID Act in all matters is required.

Section 3. **CUMULATIVE REPEALER:** That this Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance. Ordinances or parts thereof in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such Ordinance on the date of adoption of this Ordinance shall continue to be governed by the provisions of that Ordinance and for that purpose the Ordinance shall remain in full force and effect.

Section 4. **SEVERABILITY:** If any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances is for any reason held to be unconstitutional, void, or invalid, the validity of the remaining portions of this Ordinance or the application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the Town Council that no portion hereof, or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness, or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 5. Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished in accordance to Section 1.01.009 of the Town of Northlake Code of Ordinances, and no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

Section 6. 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 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/or publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

INCORPORATED HEREIN BY REFERENCE

AVAILABLE UPON REQUEST

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

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

SUBJECT: Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, adopting the Proposed Budget for Fiscal Year 2024-2025 beginning on October 1, 2024, and ending on September 30, 2025, for the Town of Northlake, Northlake Public Improvement District No. 1 (Harvest), Northlake Public Improvement District No. 2 (The Highlands), Tax Increment Financing Zone No. 1 (TIRZ-Canyon Falls), Tax Increment Financing Zone No. 2 (TIRZ-Catherine Branch), and Tax Increment Financing Zone No. 3 (TIRZ-Lifestyle Center)

i. Public Hearing

ii. Consider Approval

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources

BACKGROUND INFORMATION:

- Key Budget Dates
 - August 1, 2024: Proposed Budget provided to Town Council
 - August 8, 2024: Proposed Budget presentation and call for public hearings
 - September 12, 2024: Hold public hearings on budget and adopt budget
- FY 2025 Proposed Budget Highlights
 - Summary
 - Maintain property tax rate at \$0.295 per \$100 of assessed value
 - General Fund operating revenues of \$12.3M and operating expenditures of \$12.27M
 - General Fund balance is estimated to increase by \$29k
 - Personnel totaling \$9M
 - 3% Employee Cost of Living Adjustments
 - 10 new positions in FY 2025
 - Police salary and step plan adjustments
 - Equipment & Technology totaling \$744.5k
 - 4 new vehicles and 3 replacement vehicles
 - Outfitting all police vehicles with Opticom Systems and one police vehicle with drone control center
 - Capital Projects
 - Capital improvements projects totaling \$90.6M
 - Planned debt issuance totaling \$40.1M to support capital projects
- [Proposed budget available on Town's website](#)

COUNCIL ACTION/DIRECTION:

Hold public hearing and adopt FY 2024-2025 Proposed Budget



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE TOWN FOR THE FISCAL YEAR OCTOBER 1, 2024 THROUGH SEPTEMBER 30, 2025; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the North of Northlake, Texas has held work sessions and a public hearing on the budget for the Town of Northlake, Texas for the fiscal year 2024-2025; and

WHEREAS, the Northlake Economic Development Corporation and the Northlake Community Development Corporation recommended their budgets for approval by the Town Council; and

WHEREAS, the Northlake Tax Increment Reinvestment Zone No. 1 Board recommend their budget for approval by the Town Council; and

WHEREAS, the Northlake Tax Increment Reinvestment Zone No. 2 Board recommend their budget for approval by the Town Council; and

WHEREAS, the Northlake Tax Increment Reinvestment Zone No. 3 Board recommend their budget for approval by the Town Council; and

WHEREAS, the Town Council concluded its public hearing on said budget on September 12, 2024; and

WHEREAS, the Town Council, upon full consideration of the matter, is of the opinion that the budget hereinafter set forth is proper, is in the best interest of the health, safety, and general welfare of the citizens of the Town of Northlake and should be adopted.

NOW, THEREFORE, BE IT ORDAINED 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 ordinance as if copied in their entirety.

Section 2. That appropriations as designated for the payment of expenses for the operation of the town government, hereinafter itemized by a true and correct copy of the budget

document hereto attached as Exhibit A, are hereby approved.

- Section 3.** That expenditures during the fiscal year shall be made in accordance with budget approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said budget document being on file for public inspection in the office of the Town Secretary.
- Section 4.** That the budget shall be filed with the municipal clerk; a copy of budget, including the cover page, shall be posted on the Town's official website; and the record vote of each member voting on the adoption of the budget shall be posted on the Town's official website.
- Section 5.** That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, require that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.
- Section 6.** Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished in accordance to Section 1.01.009 of the Town of Northlake Code of Ordinances, and no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.
- Section 7.** 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 8.** 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 9.** 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 10.** This Ordinance shall be in full force and effect from and after its passage and/or publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

All Funds Summary Fiscal Year 2025

	General	Debt Service	Hotel Occupancy	EDC	CDC	Sports Venue	Internal Services	Water & Wastewater	Storm Drainage	Special Taxing Districts	Special Revenue	Capital Projects	Total
Beginning Fund Balance	\$6,264,404	\$240,896	\$3,145,010	\$1,213,148	\$1,174,102	\$22,000,000.00	\$1,250,856	\$4,567,912	\$ -	\$462,292	\$318,034	\$47,189,032	\$87,825,686
Revenue													
Property Tax	5,210,219	4,004,478								522,000			9,736,697
Sales Tax	1,955,000			660,000	660,000	440,000							3,715,000
Occupancy Tax			700,000										700,000
Court Fines & Fees	575,500										76,500		652,000
Franchise Fees	992,300												992,300
Development Revenues	2,069,000												2,069,000
Services, Fees & Interest	747,400	10,000	32,000	50,500	50,500	2,500,000	13,300	48,000		8,000	1,560	452,600	3,913,860
Utility Revenues								19,849,162					19,849,162
Assessments										320,309			320,309
Impact & Cost Recovery Fees												6,894,691	6,894,691
Internal Contributions							2,665,636						2,665,636
Grants											-		-
Total Revenue	\$ 11,549,419	\$ 4,014,478	\$ 732,000	\$ 710,500	\$ 710,500	\$ 2,940,000	\$ 2,678,936	\$ 19,897,162	\$ -	\$ 850,309	\$ 78,060	\$ 7,347,291	\$ 51,508,655
Expenditures:													
Payroll & Benefits	6,605,665		71,848	147,280	147,280		95,609	1,829,961	92,892		48,804		9,039,339
Supplies	348,850			1,150	1,150		764,500	451,300					1,566,950
Maintenance	502,225						22,500	341,500		222,434	7,000		1,095,659
Utilities	55,661						76,000	241,500					373,161
Services	2,708,445	56,715	2,500	287,879	287,879		890,836	422,800		42,100	52,000	12,752,324	17,503,478
Internal Services	1,925,404		13,467	29,264	29,264			647,270	17,957				2,662,626
Wholesale Costs								12,725,516					12,725,516
Debt Service		2,353,063				1,623,279		2,696,528		285,775			6,958,645
Capital Outlay			4,600,000			40,723,080	876,870	648,000		225,000		35,682,337	82,755,287
Total Expenditures	\$ 12,146,250	\$ 2,409,778	\$ 4,687,815	\$ 465,573	\$ 465,573	\$ 42,346,359	\$ 2,726,315	\$ 20,004,375	\$ 110,849	\$ 775,309	\$ 107,804	\$ 48,434,661	\$ 134,680,661
Transfers & Debt Issuance													
Debt Issuance		11,550,000	4,600,000			22,500,000		5,750,000					44,400,000
Transfers In	756,198					200,000		1,400,000	120,206	10,000		19,000,000	21,486,404
Transfers Out	(130,206)	(12,950,000)	(202,461)	(57,153)	(57,153)			(6,303,961)		(25,615)	(25,000)	(1,734,809)	(21,486,358)
Total Transfers & Debt Issuance	\$ 625,992	\$ (1,400,000)	\$ 4,397,539	\$ (57,153)	\$ (57,153)	\$ 22,700,000	\$ -	\$ 846,039	\$ 120,206	\$ (15,615)	\$ (25,000)	\$ 17,265,191	\$ 44,400,046
Net Increase (Decrease)	\$ 29,161	\$ 204,700	\$ 441,724	\$ 187,774	\$ 187,774	\$ (16,706,359)	\$ (47,379)	\$ 738,826	\$ 9,357	\$ 59,385	\$ (54,744)	\$ (23,822,179)	\$ (38,771,960)
Ending Fund Balance	\$ 6,293,565	\$ 445,596	\$ 3,586,734	\$ 1,400,922	\$ 1,361,876	\$ 5,293,641	\$ 1,203,477	\$ 5,306,738	\$ 9,357	\$ 521,677	\$ 263,290	\$ 23,366,853	\$ 49,053,726

Internal Service Funds - Technology Fund, Building Services Fund & Equipment Replacement Fund

Special Taxing Districts - Northlake PID #1 (Harvest), Northlake PID#2 (Highlands), TIRZ #1, TIRZ #2, & TIRZ #3

Special Revenue - Grants Fund, Court Security Fund, Court Technology Fund, Police Asset Forfeiture, Police Special Training, Child Safety Special Revenue & Court Online Access Fees

Capital Projects - Capital Projects Fund, Water Capital Projects Fund, Cost Recovery Fees Fund, Water Impact Fees North Fund, Water Impact Fees South Fund, Sewer Impact Fees Fund, Northwest Roadway Impact Fees Fund, Northeast Roadway Impact Fees Fund, & Southeast Roadway Impact Fees Fund

**TOWN OF NORTHLAKE
GENERAL FUND**

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	4,625,043	5,777,570	6,108,106	6,108,106	6,108,106	6,264,404
REVENUES:						
Court Fines	599,684	496,860	600,000	354,242	450,000	575,500
Sales/Beverage Tax	1,768,699	1,700,234	1,650,000	1,395,810	1,850,482	1,955,000
Ad Valorem Taxes	2,324,792	3,029,753	4,146,000	4,370,629	4,444,589	5,210,219
Permits and Registrations	56,361	45,847	44,750	45,915	47,000	57,000
Franchise Fees	936,774	1,015,633	903,500	588,065	942,500	992,300
Building Permits	2,134,113	1,812,437	1,477,000	1,664,860	2,036,750	1,722,000
Development	377,488	1,288,445	415,000	133,767	170,000	290,000
Transfers In	1,121,593	525,733	618,605	463,954	618,605	756,198
Charges for Service	130,000	533,755	330,000	307,712	535,000	680,000
Other	55,979	216,012	67,400	80,875	85,000	67,400
TOTAL REVENUE:	9,505,482	10,664,707	10,252,255	9,405,829	11,179,926	12,305,617
EXPENDITURES:						
Payroll & Benefits	4,255,414	5,054,946	5,459,062	3,789,560	5,769,562	5,888,814
Supplies	264,870	247,844	333,240	186,000	333,240	348,850
Maintenance	351,857	483,248	450,550	436,813	450,550	502,225
Utilities	40,263	53,630	47,761	38,159	47,761	55,661
Services	1,904,957	2,582,694	2,083,585	1,711,812	2,083,585	2,708,445
Internal Services	1,343,209	1,370,904	1,694,930	1,272,367	1,786,930	1,852,032
Transfers Out	-	540,907	-	150,000	150,000	10,000
Capital Outlay	192,385	-	-	-	-	-
Debt	-	-	-	-	-	-
TOTAL EXPENDITURES:	8,352,955	10,334,172	10,069,128	7,584,712	10,621,628	11,366,027
REV OVER/(UNDER) EXP	1,152,527	330,536	183,127	1,821,117	558,298	939,590
ENDING FUND BALANCE	5,777,570	6,108,106	6,291,233	7,929,223	6,666,404	7,203,994
PROPOSED SERVICE REQUESTS						
Transfer Out - Building Fund for Additional Town Hall Office Spaces					50,000	
Transfer Out - Equipment Fund for Police Patrol Vehicle and Equipment					182,000	
Transfer Out - Stormwater Fund for Stormwater Vehicle					70,000	
Transfer Out - Equipment Fund for Traffic Markings & Sign Vehicle					100,000	
Transfer Out - Stormwater Fund for Stormwater Inspector						120,206
Internal Services - Technology Fund for IT Analyst						73,372
3% Cost of Living & Police Step Plan Adjustments						142,216
Development Analyst (34%)						36,186
Police - Detective & Officers (2)						370,992
Public Works - Traffic Markings & Sign Crew						167,457
TOTAL PROPOSED SERVICE REQUESTS					402,000	910,429
REVISED REV OVER/(UNDER) EXP					156,298	29,161
REVISED ENDING FUND BALANCE					6,264,404	6,293,565

TOWN OF NORTHLAKE
HOTEL OCCUPANCY TAX

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	1,180,442	1,858,199	2,546,562	2,546,562	2,546,562	3,145,010
REVENUES:						
Taxes / Fees & Fines	736,301	751,320	660,000	595,195	660,000	700,000
Bond Proceeds	-	-	-	-	-	-
Interest	9,272	69,564	32,000	29,408	32,000	32,000
TOTAL REVENUE:	745,573	820,884	692,000	624,603	692,000	732,000
EXPENDITURES:						
Payroll & Benefits	50,110	62,289	67,746	47,915	71,497	70,287
Supplies	3,012	-	-	-	-	-
Maintenance	-	-	-	-	-	-
Utilities	-	-	-	-	-	-
Services	644	-	2,000	-	2,000	2,500
Internal Services	8,170	9,766	11,120	8,340	11,120	12,567
Capital Outlay	5,881	60,465	-	17,685	8,935	-
Transfers Out	-	-	-	-	-	202,461
Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	67,816	132,520	80,866	73,939	93,552	287,815
REV OVER/(UNDER) EXP	677,757	688,364	611,134	550,663	598,448	444,185
ENDING FUND BALANCE	1,858,199	2,546,562	3,157,695	3,097,225	3,145,010	3,589,194

PROPOSED SERVICE REQUESTS

REVENUES	
2025 Revenue Bond Proceeds	4,600,000
EXPENSES	
3% Cost of Living Adjustment	1,561
Internal Services - Transfer to Technology Fund for IT Analyst	900
Capital Outlay - Hotel Conference Center	4,600,000
TOTAL PROPOSED SERVICE REQUESTS	2,461
REVISED REV OVER/(UNDER) EXP	441,724
REVISED ENDING FUND BALANCE	3,586,734

TOWN OF NORTHLAKE
COURT SECURITY FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	3,050	16,659	24,165	24,165	24,165	29,165
REVENUES:						
Court Security	18,259	12,956	14,000	9,981	14,000	12,000
TOTAL REVENUE:	<u>18,259</u>	<u>12,956</u>	<u>14,000</u>	<u>9,981</u>	<u>14,000</u>	<u>12,000</u>
EXPENDITURES:						
Services	4,650	5,451	9,000	3,600	9,000	10,000
Internal Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	<u>4,650</u>	<u>5,451</u>	<u>9,000</u>	<u>3,600</u>	<u>9,000</u>	<u>10,000</u>
REV OVER/(UNDER) EXP	13,609	7,505	5,000	6,381	5,000	2,000
ENDING FUND BALANCE	<u>16,659</u>	<u>24,165</u>	<u>29,165</u>	<u>30,546</u>	<u>29,165</u>	<u>31,165</u>

TOWN OF NORTHLAKE
COURT TECHNOLOGY FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	48,190	63,929	60,451	60,451	60,451	56,451
REVENUES:						
Court Technology	15,740	11,064	13,000	8,473	14,000	11,000
TOTAL REVENUE:	<u>15,740</u>	<u>11,064</u>	<u>13,000</u>	<u>8,473</u>	<u>14,000</u>	<u>11,000</u>
EXPENDITURES:						
Services	-	14,541	18,000	-	18,000	18,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	<u>-</u>	<u>14,541</u>	<u>18,000</u>	<u>-</u>	<u>18,000</u>	<u>18,000</u>
REV OVER/(UNDER) EXP	15,740	(3,477)	(5,000)	8,473	(4,000)	(7,000)
ENDING FUND BALANCE	<u><u>63,929</u></u>	<u><u>60,451</u></u>	<u><u>55,451</u></u>	<u><u>68,924</u></u>	<u><u>56,451</u></u>	<u><u>49,451</u></u>

TOWN OF NORTHLAKE
YOUTH DIVERSION FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
Youth Diversion Collections	-	-	-	-	-	25,000
TOTAL REVENUE:	-	-	-	-	-	25,000
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	-	-	-	-	-
REV OVER/(UNDER) EXP	-	-	-	-	-	25,000
ENDING FUND BALANCE	-	-	-	-	-	25,000
NEW TRANSFERS OUT						
General Fund - Juvenile Case Manager						25,000
TOTAL NEW TRANSFERS OUT						25,000
REVISED REV OVER/(UNDER) EXP						-
REVISED ENDING FUND BALANCE						-

TOWN OF NORTHLAKE
ECONOMIC DEVELOPMENT CORPORATION

	FY 2022 Actual	FY 2023 Actual	FY 2024 Original Budget	FY 2024 Actual As of 6/30	FY 2024 Estimate As of 9/30	FY 2025 Proposed Budget
BEGINNING FUND BALANCE:	1,214,151	1,854,785	1,929,864	1,929,864	1,929,864	1,213,148
REVENUES:						
Taxes / Fees & Fines	873,880	821,396	600,000	502,262	661,118	660,000
Transfer from Other Funds	56,199	-	-	-	-	-
Interest	7,491	43,827	28,000	12,999	28,000	28,000
Ground Lease	14,730	15,758	22,500	22,096	20,000	22,500
TOTAL REVENUE:	952,300	880,981	650,500	537,357	709,118	710,500
EXPENDITURES:						
Payroll & Benefits	71,607	109,795	115,371	80,863	119,520	110,597
Supplies	3,830	14,613	1,150	26	1,150	1,150
Maintenance	6,420	9,031	-	2,684	2,221	-
Services	173,469	102,932	252,943	83,980	252,943	287,879
Internal Services	16,340	19,532	22,240	16,680	-	27,365
Transfers	40,000	550,000	1,050,000	1,037,500	1,050,000	57,153
TOTAL EXPENDITURES:	311,666	805,902	1,441,704	1,221,733	1,425,834	484,144
REV OVER/(UNDER) EXP	640,634	75,079	(791,204)	(684,376)	(716,716)	226,356
ENDING FUND BALANCE	1,854,785	1,929,864	1,138,660	1,245,488	1,213,148	1,439,504
PROPOSED SERVICE REQUESTS						
Development Analyst (33%)						35,122
Internal Services - Transfer to Technology Fund for IT Analyst						1,899
3% Cost of Living Adjustment						1,561
TOTAL PROPOSED SERVICE REQUESTS						38,582
REVISED REV OVER/(UNDER) EXP						187,774
REVISED ENDING FUND BALANCE						1,400,922

TOWN OF NORTHLAKE
COMMUNITY DEVELOPMENT CORPORATION

	FY 2022 Actual	FY 2023 Actual	FY 2024 Original Budget	FY 2024 Actual As of 6/30	FY 2024 Estimate As of 9/30	FY 2025 Proposed Budget
BEGINNING FUND BALANCE:	1,195,758	1,836,904	1,912,609	1,912,609	1,912,609	1,174,102
REVENUES:						
Taxes / Fees & Fines	873,880	821,396	600,000	502,262	661,118	660,000
Transfer from Other Funds	56,199	-	-	-	-	-
Interest	7,298	44,703	28,000	12,999	28,000	28,000
Ground Lease	14,730	15,758	22,500	22,096	20,000	22,500
TOTAL REVENUE:	952,107	881,857	650,500	537,357	709,118	710,500
EXPENDITURES:						
Payroll & Benefits	71,597	109,795	115,371	80,863	119,622	110,597
Supplies	3,904	14,910	1,100	26	1,100	1,150
Maintenance	6,420	9,031	-	2,684	2,221	-
Services	172,700	102,886	252,442	83,980	252,442	287,879
Internal Services	16,340	19,532	22,240	16,680	22,240	27,365
Transfers	40,000	550,000	1,050,000	1,037,500	1,050,000	57,153
TOTAL EXPENDITURES:	310,961	806,153	1,441,153	1,221,733	1,447,625	484,144
REV OVER/(UNDER) EXP	641,146	75,704	(790,653)	(684,376)	(738,507)	226,356
ENDING FUND BALANCE	1,836,904	1,912,609	1,121,956	1,228,233	1,174,102	1,400,458
PROPOSED SERVICE REQUESTS						
Development Analyst (33%)						35,122
Internal Services - Transfer to Technology Fund for IT Analyst						1,899
3% Cost of Living Adjustment						1,561
TOTAL PROPOSED SERVICE REQUESTS						38,582
REVISED REV OVER/(UNDER) EXP						187,774
REVISED ENDING FUND BALANCE						1,361,876

TOWN OF NORTHLAKE
SPORTS VENUE

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	22,000,000
REVENUES:						
Sales Tax	-	-	400,000	334,841	400,000	440,000
Transfer In	-	-	2,000,000	2,000,000	2,000,000	200,000
Bond Proceeds	-	-	45,000,000	22,500,000	22,500,000	22,500,000
Interest	-	-	44,703		28,000	-
Lease Proceeds	-	-	2,500,000	-	2,500,000	2,500,000
TOTAL REVENUE:	-	-	47,000,000	24,500,000	24,500,000	25,640,000
EXPENDITURES:						
Maintenance	-	-	-	-	-	-
Services	-	-	-	-	-	-
Capital Outlay	-	-	2,276,920	-	2,500,000	40,723,080
Transfers Out	-	-	-	-	-	-
Debt Service	-	-	3,073,358	-	-	1,623,279
TOTAL EXPENDITURES:	-	-	5,350,278	-	2,500,000	42,346,359
REV OVER/(UNDER) EXP	-	-	41,649,722	24,500,000	22,000,000	(16,706,359)
ENDING FUND BALANCE	-	-	41,649,722	24,500,000	22,000,000	5,293,641

TOWN OF NORTHLAKE
POLICE ASSET FORFEITURE

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	19,207	66,320	117,082	117,082	117,082	112,558
REVENUES:						
Seized Monies & Goods	27,076	-	-	260	260	-
Other Income	20,628	26,808	-	-	-	-
Interest	9	820	-	204	204	-
TOTAL REVENUE:	47,713	27,628	-	464	464	-
EXPENDITURES:						
Services	600	(23,134)	-	4,989	4,989	-
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	600	(23,134)	-	4,989	4,989	-
REV OVER/(UNDER) EXP	47,113	50,762	-	-	(4,525)	-
ENDING FUND BALANCE	66,320	117,082	117,082	117,082	112,558	112,558

TOWN OF NORTHLAKE
POLICE SPECIAL TRAINING

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	6,149	6,149	6,149	6,149	6,149	5,649
REVENUES:						
State Training Funds	-	-	1,400	2,145	2,500	1,400
TOTAL REVENUE:	-	-	1,400	2,145	2,500	1,400
EXPENDITURES:						
Services	-	-	1,400	3,000	3,000	-
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	-	-	1,400	3,000	3,000	-
REV OVER/(UNDER) EXP	-	-	-	(855)	(500)	1,400
ENDING FUND BALANCE	6,149	6,149	6,149	5,294	5,649	7,049

TOWN OF NORTHLAKE
CHILD SAFETY SPECIAL REVENUE

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	86,897	97,368	99,616	99,616	99,616	84,047
REVENUES:						
Seatbelt Fees	7,721	5,605	6,000	4,342	6,000	6,000
Child Safety	4,721	-	5,500	4,837	5,500	4,500
Interest	63	287	160	77	160	160
TOTAL REVENUE:	12,505	5,892	11,660	9,256	11,660	10,660
EXPENDITURES:						
Personnel	-	3,091	22,403	13,727	22,403	48,804
Supplies	2,034	554	1,000	43	1,000	-
Services	-	-	3,825	-	3,825	-
Capital	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	2,034	3,645	27,228	13,770	27,228	48,804
REV OVER/(UNDER) EXP	10,471	2,247	(15,568)	(4,513)	(15,568)	(38,144)
ENDING FUND BALANCE	97,368	99,616	84,047	95,102	84,047	45,903

TOWN OF NORTHLAKE
COURT ONLINE ACCESS FEES

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	50,237	45,558	45,692	45,692	45,692	30,165
REVENUES:						
Online Access Fees	20,581	17,858	18,000	-	18,000	18,000
TOTAL REVENUE:	<u>20,581</u>	<u>17,858</u>	<u>18,000</u>	<u>-</u>	<u>18,000</u>	<u>18,000</u>
EXPENDITURES:						
Supplies	-	-	-	-	-	-
Maintenance	6,268	-	7,000	-	7,000	7,000
Services	18,992	17,724	24,000	27,159	26,527	24,000
Transfers	-	-	-	-	-	-
TOTAL EXPENDITURES:	<u>25,260</u>	<u>17,724</u>	<u>31,000</u>	<u>27,159</u>	<u>33,527</u>	<u>31,000</u>
REV OVER/(UNDER) EXP	(4,679)	134	(13,000)	(27,159)	(15,527)	(13,000)
ENDING FUND BALANCE	<u>45,558</u>	<u>45,692</u>	<u>32,692</u>	<u>18,533</u>	<u>30,165</u>	<u>17,165</u>

TOWN OF NORTHLAKE
DEBT SERVICE

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	571,486	659,140	509,412	509,412	509,412	240,896
REVENUES:						
Ad Valorem Taxes	1,793,624	2,258,856	3,135,500	3,190,400	3,193,695	4,004,478
Transfers In	820,000	-	-	-	-	-
Bond Proceeds	-	953,333	3,000,000	15,100,000	15,100,000	-
Other Revenue	23,138	99,993	10,000	3,848	10,000	10,000
TOTAL REVENUE:	2,636,762	3,312,182	6,145,500	18,294,248	18,303,695	4,014,478
EXPENDITURES:						
Services	12,150	12,650	43,215	29,275	43,215	56,715
Transfers Out	1,375,993	2,184,814	5,296,950	1,722,713	17,396,950	1,400,000
Debt Service	1,160,965	1,264,445	1,132,046	805,804	1,132,046	2,353,063
TOTAL EXPENDITURES:	2,549,108	3,461,909	6,472,211	2,557,791	18,572,211	3,809,778
REV OVER/(UNDER) EXP	87,654	(149,727)	(326,711)	15,736,456	(268,516)	204,700
ENDING FUND BALANCE	659,140	509,412	182,701	16,245,869	240,896	445,596
PROPOSED SERVICE REQUESTS						
REVENUES						
2025 Certificate of Obligations						11,550,000
EXPENSES						
Public Works Building - Architectural Design						750,000
Cleveland Gibbs South						1,000,000
Faught Road						3,600,000
Chadwick Infrastructure						6,200,000
TOTAL PROPOSED SERVICE REQUESTS						11,550,000
REVISED REV OVER/(UNDER) EXP						204,700
REVISED ENDING FUND BALANCE						445,596

TOWN OF NORTHLAKE
GRANTS FUND

FY 2022 Actual	FY 2023 Actual	FY 2024			FY 2025
		Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
413,974	-	-	-	-	-
415,613	-	-	-	-	-
415,613	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
829,587	-	-	-	-	-
-	-	-	-	-	-
829,587	-	-	-	-	-
(413,974)	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

TOWN OF NORTHLAKE
WATER & WASTEWATER

	FY 2022 Actual	FY 2023 Actual	FY 2024			FY 2025
			Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
REVENUES:						
Bond Proceeds	7,000,000	14,000,000	11,500,000	-	-	-
Transfers In	1,375,993	1,206,162	-	-	2,296,950	1,400,000
Water Sales	6,474,248	8,623,237	9,680,217	6,349,590	9,680,217	10,648,239
Water Fees	244,650	336,768	240,500	284,844	240,500	252,250
Sewer Sales	3,820,582	5,436,100	7,724,931	5,768,671	7,724,931	8,651,923
Sewer Fees	24,550	16,350	20,000	13,100	20,000	20,000
Fees	391,247	587,827	215,000	450,665	600,000	276,750
Interest	1,675	369,527	48,000	67,004	70,000	48,000
TOTAL REVENUE:	19,332,946	30,575,971	29,428,648	12,933,874	20,632,598	21,297,162
EXPENSES:						
Payroll & Benefits	1,025,292	1,686,913	1,663,409	926,365	1,799,909	1,641,169
Supplies	87,016	142,125	153,100	266,685	153,100	451,300
Maintenance	236,251	278,211	267,500	297,719	267,500	341,500
Wholesale Water	3,876,294	5,283,964	6,138,205	3,819,325	6,138,205	6,851,649
Sewer Treatment	1,952,048	2,781,989	5,095,280	3,938,807	5,095,280	5,873,867
Utilities	132,047	140,377	241,500	105,721	241,500	241,500
Services	311,127	427,090	383,076	277,151	383,076	422,800
Internal Services	464,372	573,473	639,470	480,580	639,470	618,909
Capital Outlay	314,835	392,827	600,000	611,965	600,000	648,000
Transfers Out	7,800,000	14,400,000	12,000,000	375,000	2,500,000	553,961
Debt Service	604,583	1,002,908	4,091,859	1,589,185	2,643,859	2,696,528
TOTAL EXPENSES:	16,803,866	27,109,877	31,273,399	12,688,503	20,461,899	20,341,183
REV OVER/(UNDER) EXP	2,529,079	3,466,094	(1,844,751)	245,371	170,699	955,979
ENDING CASH RESERVES	3,062,732	4,487,213	2,642,462	4,732,584	4,657,912	5,523,891
PROPOSED SERVICE REQUESTS						
REVENUES						
2025 Certificate of Obligations Bond Proceeds						5,750,000
EXPENSES						
Transfer Out - Equipment Fund for Meter Technician Vehicle					90,000	
Internal Services - Transfer to Technology Fund for IT Analyst						28,361
3% Cost of Living Adjustment						34,000
Maintenance Worker						77,396
Meter Technician						77,396
Transfer Out to Water Capital Projects						5,750,000
TOTAL PROPOSED SERVICE REQUESTS					80,699	(217,153)
REVISED REV OVER/(UNDER) EXP						738,826
REVISED ENDING FUND BALANCE					4,567,912	5,306,738

TOWN OF NORTHLAKE
COST RECOVERY

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	1,470,132	(328,781)	(181,633)	(181,633)	(181,633)	146,967
REVENUES:						
Cost Recovery Fees	400,739	147,149	328,600	-	328,600	328,600
Interest	347	-	-	-	-	-
TOTAL REVENUE:	401,087	147,149	328,600	-	328,600	328,600
EXPENSES:						
Services	-	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfers	2,200,000	-	-	-	-	-
TOTAL EXPENSES:	2,200,000	-	-	-	-	-
REV OVER/(UNDER) EXP	(1,798,913)	147,149	328,600	-	328,600	328,600
ENDING FUND BALANCE	(328,781)	(181,633)	146,967	(181,633)	146,967	475,567

TOWN OF NORTHLAKE
WATER IMPACT FEES - NORTH

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Base Budget
BEGINNING FUND BALANCE:	1,846,730	1,309,198	2,209,952	2,209,952	2,209,952	2,900,166
REVENUES:						
Water Impact Fees	998,520	1,263,024	1,507,982	1,346,290	1,507,982	1,507,983
Interest & Contributions	115,032	51,991	-	19,014	20,000	-
TOTAL REVENUE:	1,113,552	1,315,015	1,507,982	1,365,304	1,527,982	1,507,983
EXPENSES:						
Services	421,378	414,262	837,768	1,080,597	837,768	837,768
Capital Outlay	93,116	-	-	-	-	-
Transfers	1,136,590	-	-	-	-	-
TOTAL EXPENSES:	1,651,084	414,262	837,768	1,080,597	837,768	837,768
REV OVER/(UNDER) EXP	(537,532)	900,754	670,214	284,708	690,214	670,215
ENDING FUND BALANCE	1,309,198	2,209,952	2,880,166	2,494,659	2,900,166	3,570,381

TOWN OF NORTHLAKE
WATER CAPITAL PROJECTS

	FY 2022 Actual	FY 2023 Actual	Original Budget	FY 2024 Actual As of 6/30	Estimate As of 9/30	FY 2025 Proposed Budget
BEGINNING FUND BALANCE:	7,549,794	13,624,827	22,026,017	22,026,017	22,026,017	19,596,017
REVENUES:						
Transfers In	10,836,590	14,109,938	13,796,950	1,722,713	2,500,000	-
Developer Contributions	-	857,896	-	-	-	-
Interest	25,170	413,816	280,000	150,095	280,000	280,000
TOTAL REVENUE:	10,861,760	15,381,650	14,076,950	1,872,808	2,780,000	280,000
EXPENSES:						
Services	342,015	1,299,687	424,127	-	3,210,000	-
Capital Outlay	4,444,712	5,680,773	2,929,368	-	2,000,000	-
Transfers Out	-	21,348	-	-	-	21,536
TOTAL EXPENSES:	4,786,727	6,980,461	3,353,494	-	5,210,000	21,536
REV OVER/(UNDER) EXP	6,075,033	8,401,190	10,723,456	1,872,808	(2,430,000)	258,464
ENDING FUND BALANCE	13,624,827	22,026,017	32,749,473	23,898,825	19,596,017	19,854,481
PROPOSED SERVICE REQUESTS						
REVENUES						
Transfers In - Utility Fund for Water Capital Projects						5,750,000
EXPENSES						
Public Works Building - Architectural Design						750,000
Catherine Branch Phase 2 (Sewer)						7,914,905
Faught Road Waterline						1,800,000
Ft. Worth Additional Capacity - Phase 1						6,214,286
Cellular Meters						700,000
Southwest (Catherine Branch) Elevated Storage Tank						4,394,507
Denton Creek Trunkline						1,405,489
TOTAL PROPOSED SERVICE REQUESTS						(17,429,187)
REVISED REV OVER/(UNDER) EXP						(17,170,723)
REVISED ENDING FUND BALANCE						2,425,294

TOWN OF NORTHLAKE
WATER IMPACT FEES - SOUTH

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	92,512	104,891	304,167	304,167	304,167	278,090
REVENUES:						
Water Impact Fees	35,502	340,485	-	4,945	4,945	-
Sewer Impact Fees	-	-	-	-	-	-
Interest & Contributions	21,521	839	600	253	600	600
TOTAL REVENUE:	57,023	341,324	600	5,198	5,545	600
EXPENSES:						
Services	44,644	32,110	-	-	31,622	-
Transfers	-	109,938	-	-	-	46
TOTAL EXPENSES:	44,644	142,048	-	-	31,622	46
REV OVER/(UNDER) EXP	12,379	199,276	600	5,198	(26,077)	554
ENDING FUND BALANCE	104,891	304,167	304,767	309,365	278,090	278,644

TOWN OF NORTHLAKE
SEWER IMPACT FEES

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	945,349	617,853	2,108,631	2,108,631	2,108,631	4,128,631
REVENUES:						
Sewer Impact Fees	410,532	1,493,623	2,000,000	1,795,621	2,000,000	2,000,000
Interest	114,596	29,265	20,000	19,468	20,000	20,000
TOTAL REVENUE:	525,128	1,522,888	2,020,000	1,815,089	2,020,000	2,020,000
EXPENSES:						
Services	32,624	32,110	-	-	-	-
Transfers	820,000	-	-	-	-	1,538
TOTAL EXPENSES:	852,624	32,110	-	-	-	1,538
REV OVER/(UNDER) EXP	(327,496)	1,490,778	2,020,000	1,815,089	2,020,000	2,018,462
ENDING FUND BALANCE	617,853	2,108,631	4,128,631	3,923,720	4,128,631	6,147,093

TOWN OF NORTHLAKE
STORM DRAINAGE

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
Drainage Fees	-	-	400,000	-	-	-
Transfers In - General Fund	-	-	-	150,000	150,000	-
Interest	-	-	-	-	-	-
TOTAL REVENUE:	-	-	400,000	150,000	150,000	-
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	(9,357)
Supplies	-	-	-	-	-	-
Internal Services	-	-	-	-	-	-
Services	-	-	400,000	-	150,000	-
Transfers Out	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	400,000	-	150,000	(9,357)
REV OVER/(UNDER) EXP	-	-	-	150,000	-	9,357
ENDING CASH RESERVES	-	-	-	150,000	-	9,357
PROPOSED SERVICE REQUESTS						
REVENUES						
Transfer In - General Fund					70,000	120,206
EXPENSES						
Transfer to Equipment Fund - Stormwater Inspector Vehicle					70,000	
Stormwater Inspector						120,206
TOTAL PROPOSED SERVICE REQUESTS					-	-
REVISED REV OVER/(UNDER) EXP					-	9,357
REVISED ENDING FUND BALANCE					-	-

TOWN OF NORTHLAKE
CAPITAL PROJECTS

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	5,132,682	4,723,741	3,471,917	3,471,917	3,471,917	15,821,917
REVENUES:						
Transfers In	-	2,500,000	3,000,000	15,100,000	15,100,000	-
Roadway Assessment Fees	-	-	-	-	-	-
Interest	13,078	141,794	100,000	26,446	100,000	100,000
Developer Contributions	-	-	-	-	-	-
TOTAL REVENUE:	13,078	2,641,794	3,100,000	15,126,446	15,200,000	100,000
EXPENDITURES:						
Maintenance	-	-	-	-	-	-
Services	3,263	250,355	571,256	-	850,000	-
Capital Outlay	418,756	3,643,262	1,771,648	-	2,000,000	-
Transfers	-	-	-	-	-	7,691
Lease Purchase Debt Service	-	-	-	-	-	-
TOTAL EXPENDITURES:	422,018	3,893,619	2,342,903	-	2,850,000	7,691
REV OVER/(UNDER) EXP	(408,941)	(1,251,824)	757,097	15,126,446	12,350,000	92,309
ENDING FUND BALANCE	4,723,741	3,471,917	4,229,014	18,598,363	15,821,917	15,914,226
PROPOSED SERVICE REQUESTS						
REVENUES						
2025 Certificates of Obligation Bond Proceeds						11,550,000
Northeast Roadway Impact Fees						1,200,000
Southeast Roadway Impact Fees						500,000
Roadway Impact Fees						750,000
EXPENSES						
Public Works Building - Architectural Design						750,000
Faught Road Reconstruction						858,389
Dale Earnhardt Way South						4,644,757
Chadwick Public Infrastructure						16,240,000
TOTAL PROPOSED SERVICE REQUESTS						(8,493,146)
REVISED REV OVER/(UNDER) EXP						(8,400,837)
REVISED ENDING FUND BALANCE						7,421,080

TOWN OF NORTHLAKE
NORTHWEST ROADWAY IMPACT FEES

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	62,882	92,936	72,882	113,658	113,658	128,658
REVENUES:						
Roadway Impact Fees	48,753	20,722	14,628	-	15,000	14,628
Interest	-	-	-	-	-	-
TOTAL REVENUE:	48,753	20,722	14,628	-	15,000	14,628
EXPENSES:						
Services	18,699	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENSES:	18,699	-	-	-	-	-
REV OVER/(UNDER) EXP	30,054	20,722	14,628	-	15,000	14,628
ENDING FUND BALANCE	92,936	113,658	87,510	113,658	128,658	143,286

TOWN OF NORTHLAKE
NORTHEAST ROADWAY IMPACT FEES

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	409,602	1,045,062	1,970,244	1,970,244	1,970,244	2,297,620
REVENUES:						
Roadway Impact Fees	1,430,498	1,835,463	2,223,936	2,297,903	2,223,936	2,223,936
Interest	5,731	37,193	28,000	18,011	28,000	28,000
TOTAL REVENUE:	1,436,229	1,872,656	2,251,936	2,315,914	2,251,936	2,251,936
EXPENSES:						
Services	800,769	947,474	1,924,560	2,455,281	1,924,560	1,924,560
Transfers Out	-	-	-	-	-	2,153
TOTAL EXPENSES:	800,769	947,474	1,924,560	2,455,281	1,924,560	1,926,713
REV OVER/(UNDER) EXP	635,460	925,181	327,376	(139,367)	327,376	325,223
ENDING FUND BALANCE	1,045,062	1,970,244	2,297,620	1,830,878	2,297,620	2,622,843
PROPOSED SERVICE REQUESTS						
Transfer Out - Capital Projects (Faught Road Reconstruction)						1,200,000
TOTAL PROPOSED SERVICE REQUESTS						1,200,000
REVISED REV OVER/(UNDER) EXP						(874,777)
REVISED ENDING FUND BALANCE						1,422,843

TOWN OF NORTHLAKE
SOUTHEAST ROADWAY IMPACT FEES

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	1,222,856	1,239,280	1,797,422	1,797,422	1,797,422	1,890,966
REVENUES:						
Roadway Impact Fees	18,454	521,452	69,544	69,344	69,544	69,544
Interest	16,671	36,689	24,000	14,986	24,000	24,000
TOTAL REVENUE:	35,125	558,141	93,544	84,330	93,544	93,544
EXPENSES:						
Services	18,701	-	-	-	-	-
Capital Outlay	-	-	-	-	-	-
Transfer Out	-	-	-	-	-	1,845
Debt Service	-	-	-	-	-	-
TOTAL EXPENSES:	18,701	-	-	-	-	1,845
REV OVER/(UNDER) EXP	16,424	558,141	93,544	84,330	93,544	91,699
ENDING FUND BALANCE	1,239,280	1,797,422	1,890,965	1,881,752	1,890,966	1,982,665
PROPOSED SERVICE REQUESTS						
Transfer Out - Capital Projects Fund for Dale Earnhardt Way						500,000
TOTAL PROPOSED SERVICE REQUESTS						500,000
REVISED REV OVER/(UNDER) EXP						(408,301)
REVISED ENDING FUND BALANCE						1,482,665

TOWN OF NORTHLAKE
NORTHLAKE PID#1 - HARVEST COMMUNITY

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	117,232	126,011	156,245	156,245	156,245	159,100
REVENUES:						
Assessments	1,446,388	1,867,248	-	704	993	-
Interest Income	-	6,093	-	1,843	1,843	-
TOTAL REVENUE:	<u>1,446,388</u>	<u>1,873,340</u>	<u>-</u>	<u>2,547</u>	<u>2,836</u>	<u>-</u>
EXPENDITURES:						
Services	1,437,609	1,843,107	-	-	-	-
Transfers Out	-	-	-	-	-	-
TOTAL EXPENDITURES:	<u>1,437,609</u>	<u>1,843,107</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
REV OVER/(UNDER) EXP	8,779	30,233	-	2,547	2,836	-
ENDING FUND BALANCE	<u>126,011</u>	<u>156,245</u>	<u>156,245</u>	<u>158,792</u>	<u>159,100</u>	<u>159,100</u>

TOWN OF NORTHLAKE
NORTHLAKE PID#2 - THE HIGHLANDS

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	208,967	249,814	279,002	279,002	279,002	294,142
REVENUES:						
Assessments	321,997	315,867	321,065	323,817	321,065	320,309
Interest	-	12,169	8,000	4,221	8,000	8,000
TOTAL REVENUE:	321,997	328,036	329,065	328,038	329,065	328,309
EXPENDITURES:						
Maintenance	-	11,717	11,717	11,951	15,000	12,434
Services	1,825	1,969	13,150	1,970	13,150	22,100
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	615
Debt Service	279,325	285,163	285,775	42,888	285,775	285,775
TOTAL EXPENDITURES:	281,150	298,849	310,642	56,809	313,925	320,924
REV OVER/(UNDER) EXP	40,847	29,188	18,423	271,229	15,140	7,385
ENDING FUND BALANCE	249,814	279,002	297,425	550,231	294,142	301,527

TOWN OF NORTHLAKE
TAX INCREMENT REINVESTMENT ZONE #I

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	(111)	13,638	13,638	13,638	9,050
REVENUES:						
Ad Valorem Taxes	312,356	392,630	460,000	455,411	455,411	522,000
Transfers	-	-	-	-	-	-
Other Revenue	-	13,749	-	-	-	-
TOTAL REVENUE:	312,356	406,379	460,000	455,411	455,411	522,000
EXPENSES:						
Maintenance	151,204	156,455	430,000	-	430,000	210,000
Services	5,596	5,087	11,395	3,845	11,395	10,000
Capital Outlay	131,263	206,175	-	-	-	225,000
Transfers	24,404	24,913	18,605	13,954	18,605	25,000
TOTAL EXPENSES:	312,467	392,630	460,000	17,799	460,000	470,000
REV OVER/(UNDER) EXP	(111)	13,750	1	437,612	(4,588)	52,000
ENDING FUND BALANCE	(111)	13,638	13,639	451,250	9,050	61,050

TOWN OF NORTHLAKE
TAX INCREMENT REINVESTMENT ZONE #2

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
Ad Valorem Taxes	-	-	-	-	-	-
Transfers In	-	-	-	-	-	5,000
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	-	-	5,000
EXPENSES:						
Maintenance	-	-	-	-	-	-
Services	-	-	-	-	-	5,000
Capital Outlay	-	-	-	-	-	-
Transfers Out	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	5,000
REV OVER/(UNDER) EXP	-	-	-	-	-	-
ENDING FUND BALANCE	-	-	-	-	-	-

TOWN OF NORTHLAKE
TAX INCREMENT REINVESTMENT ZONE #3

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	-	-	-	-	-	-
REVENUES:						
Ad Valorem Taxes	-	-	-	-	-	-
Transfers	-	-	-	-	-	5,000
Other Revenue	-	-	-	-	-	-
TOTAL REVENUE:	-	-	-	-	-	5,000
EXPENSES:						
Maintenance	-	-	-	-	-	-
Services	-	-	-	-	-	5,000
Capital Outlay	-	-	-	-	-	-
Transfers	-	-	-	-	-	-
TOTAL EXPENSES:	-	-	-	-	-	5,000
REV OVER/(UNDER) EXP	-	-	-	-	-	-
ENDING FUND BALANCE	-	-	-	-	-	-

TOWN OF NORTHLAKE
TECHNOLOGY SERVICES FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	43,963	88,673	21,007	21,007	21,007	21,907
REVENUES:						
Service Fund Contributions	396,798	534,002	700,000	525,000	700,000	825,703
Interest Revenue	-	4,297	2,400	-	2,400	2,400
TOTAL REVENUE:	<u>396,798</u>	<u>538,299</u>	<u>702,400</u>	<u>525,000</u>	<u>702,400</u>	<u>828,103</u>
EXPENSES:						
Payroll & Benefits	-	-	-	-	-	(10,824)
Supplies	-	-	-	-	-	-
Maintenance	5,658	80,819	22,000	41,032	50,000	6,500
Utilities	29,554	35,074	35,000	26,481	35,000	40,000
Services	316,876	472,385	616,500	536,028	616,500	693,836
Capital Outlay	-	-	-	-	-	-
Subscription Technology	-	17,686	-	-	-	87,370
TOTAL EXPENSES:	<u>352,088</u>	<u>605,965</u>	<u>673,500</u>	<u>603,541</u>	<u>701,500</u>	<u>816,882</u>
REV OVER/(UNDER) EXP	44,710	(67,666)	28,900	(78,541)	900	11,221
ENDING FUND BALANCE	<u>88,673</u>	<u>21,007</u>	<u>49,907</u>	<u>(57,534)</u>	<u>21,907</u>	<u>33,128</u>
PROPOSED SERVICE REQUESTS						
REVENUES						
Service Fund Contributions for IT Analyst						106,433
EXPENSES						
IT Analyst						106,433
TOTAL PROPOSED SERVICE REQUESTS						<u>-</u>
REVISED REV OVER/(UNDER) EXP						11,221
REVISED ENDING FUND BALANCE						<u><u>33,128</u></u>

TOWN OF NORTHLAKE
EQUIPMENT SERVICES FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	251,302	306,529	406,504	330,223	330,223	941,723
REVENUES:						
Service Fund Contributions	679,000	565,000	665,000	498,750	1,199,000	725,000
Sale of Equipment Proceeds	-	6,354	10,000	11,710	13,000	10,000
Insurance Proceeds	-	60,094	-	5,873	6,000	-
Interest	136	665	500	179	500	500
TOTAL REVENUE:	679,136	632,112	675,500	516,512	1,218,500	735,500
EXPENSES:						
Supplies	22,395	-	-	-	-	-
Maintenance	-	13,826	-	-	-	-
Services	-	-	-	-	-	-
Capital Outlay	601,514	594,591	565,000	274,637	607,000	302,500
TOTAL EXPENSES:	623,910	608,417	565,000	274,637	607,000	302,500
REV OVER/(UNDER) EXP	55,227	23,695	110,500	241,875	611,500	433,000
ENDING FUND BALANCE	306,529	330,223	517,004	572,098	941,723	1,374,723
PROPOSED SERVICE REQUESTS						
Police Patrol Vehicle						100,000
Police - Opticom Vehicle & Drone Operator Systems						52,000
Police - Backup Radios						30,000
Public Works - Meter Technician Truck						90,000
Public Works - Traffic Markings and Sign Truck						100,000
Stormwater - Stormwater Inspector Vehicle						70,000
TOTAL PROPOSED SERVICE REQUESTS						442,000
REVISED REV OVER/(UNDER) EXP						(9,000)
REVISED ENDING FUND BALANCE						932,723

TOWN OF NORTHLAKE
BUILDING SERVICES FUND

	FY 2022	FY 2023	FY 2024			FY 2025
	Actual	Actual	Original Budget	Actual As of 6/30	Estimate As of 9/30	Proposed Budget
BEGINNING FUND BALANCE:	433,986	203,280	258,575	258,575	258,575	287,225
REVENUES:						
Service Fund Contributions	770,896	885,548	1,075,000	768,750	1,125,000	1,008,500
Bond Proceeds	-	-	-	-	-	-
Interest Income	199	852	400	-	400	400
TOTAL REVENUE:	771,095	886,400	1,075,400	768,750	1,125,400	1,008,900
EXPENSES:						
Rent	464,852	526,951	663,250	407,380	663,250	695,000
Supplies	30,958	29,236	43,500	25,114	43,500	39,500
Maintenance	9,920	20,399	15,000	14,941	15,000	16,000
Utilities	33,171	34,279	33,000	23,313	25,000	36,000
Services	83,718	178,441	129,000	206,701	190,000	197,000
Capital Outlay	379,182	41,798	110,000	128,160	160,000	75,000
TOTAL EXPENSES:	1,001,801	831,105	993,750	805,609	1,096,750	1,058,500
REV OVER/(UNDER) EXP	(230,706)	55,296	81,650	(36,859)	28,650	(49,600)
ENDING FUND BALANCE	203,280	258,575	340,225	221,717	287,225	237,625
PROPOSED SERVICES REQUESTS						
REVENUES						
Transfers In - General Fund					50,000	
EXPENSES						
Additional Town Hall Office Spaces					50,000	
TOTAL PROPOSED SERVICE REQUESTS					-	
REVISED REV OVER/(UNDER) EXP					28,650	
REVISED ENDING FUND BALANCE					287,225	

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Tax Code, Section 26, Property Tax, Assessment

SUBJECT: Consider adoption of an Ordinance, of the Town of Northlake, Texas, fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the Town of Northlake, Texas for the Fiscal Year beginning October 1, 2024, and ending September 30, 2025, at the rate of \$0.295000 per one hundred dollars (\$100.00) and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the Town Council

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.1 - Sustain the low property tax rate

BACKGROUND INFORMATION:

- State Law requires published notice and public hearing on property tax rate
- Allow taxpayers to comment on tax rate at public hearing
- Key Tax Rate Information
 - FY 2025 Proposed Tax Rate - \$0.295000 per \$100 assessed value
 - No-New-Revenue Tax Rate - \$0.273106; if rate greater, public hearing required
 - Voter-Approval Tax Rate - \$0.295000; if rate is greater; petition for election available
 - De Minimis Tax Rate - \$0.305408; if rate greater; automatic election required
- Key Tax Rate Dates
 - August 08, 2024: Call tax rate public hearing
 - August 08, 2024: Publish notice of tax rate public hearing and tax rate adoption date
 - September 12, 2024: Hold tax rate public hearing and adopt tax rate
- [Proposed Budget](#) and [tax rate calculation](#) available on the Town's website

COUNCIL ACTION/DIRECTION:

Hold public hearing for tax rate and adopt tax rate and levy



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS FIXING AND LEVYING MUNICIPAL AD VALOREM TAXES ON ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN OF NORTHLAKE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025 AT THE RATE OF \$0.295000 PER ONE HUNDRED DOLLARS (\$100.00), AND FOR DIRECTING THE ASSESSMENT THEREOF; PROVIDING FOR A DATE ON WHICH SUCH TAXES BECOME DUE AND DELINQUENT TOGETHER WITH PENALTIES AND INTEREST THEREON; PROVIDING FOR PLACE OF PAYMENT; PROVIDING FOR APPROVAL OF THE TAX ROLLS PRESENTED TO THE TOWN COUNCIL; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council hereby finds that the tax for the fiscal year beginning October 1, 2024 and ending September 30, 2025, thereafter levied for current expenses of the Town and the general improvements of the Town and its property must be levied to provide the revenue requirements of the budget for the ensuing year; and

WHEREAS, the Town Council approved on September 12, 2024 a separate budget ordinance for the fiscal year beginning October 1, 2024 and the 2024 Appraisal Roll of the Town of Northlake as approved by the Appraisal Review Board of the Denton Central Appraisal District; and

WHEREAS, pursuant to Section 26.05 of the Texas Tax Code, the Town Council held a public hearing concerning the proposed tax rate on September 12, 2024 and all statutory and constitutional requirements concerning the levying and assessing of ad valorem taxes have been completed in due and correct time

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

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 ordinance as if copied in their entirety.

Section 2. **Findings Incorporated.** The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

Section 3. **Tax Levied.** That, there is hereby levied and ordered to be assessed and collected for

the fiscal year beginning October 1, 2024 and ending on September 30, 2025, and for each fiscal year thereafter until it be otherwise provided and ordained, on all taxable property, real, personal and mixed, situated within the corporate limits of the Town of Northlake, Texas, and not exempt from taxation by the constitution of the State of Texas and valid law, an ad valorem tax rate of \$0.295000 on each One Hundred Dollar (\$100.00) valuation of such property assessed value of taxable property, which tax rate is apportioned and distributed as follows:

For the purpose of defraying the current maintenance and operation expenses of the Town (General Fund): \$0.166677 on each One Hundred Dollars (\$100.00) assessed value of taxable property.

For the purpose of creating a Debt Service Fund to pay the interest and principal on all outstanding indebtedness which shall be applied to the payment of such interest and maturities of all outstanding bonded indebtedness: \$0.128323 on each One Hundred Dollars (\$100.00) assessed value of all taxable property. Total tax rate \$0.295000.

Section 4. THAT, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL INCREASE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00

Section 5. THAT, THIS TAX RATE WILL RAISE MORE TAXES FOR DEBT SERVICE THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL INCREASE TAXES FOR DEBT SERVICE ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

Section 6. THAT, there shall be exempted from the valuation of all residential homesteads for which proper application shall have been made, an amount equal to the greater of five thousand dollars (\$5,000) or twenty percent (20%) of the appraised value of the residence homestead, subject to the limitations set forth in Texas law, including Section 11.13(n) of the Texas Tax Code, as it exists or may be amended.

Section 7. THAT, there shall be exempted the sum of One Hundred Thousand Dollars (\$100,000) of the assessed value of residence homesteads of the Town of Northlake, Texas who are sixty-five (65) years of age or older, from all ad valorem taxes levied by the Town of Northlake, Texas.

Section 8. **Due Date of Taxes.** The taxes assessed and levied hereby are payable any time after the approval and publication of this Ordinance and not later than January 31 of the year following the year in which the taxes are assessed. The penalties and interest provided for herein shall accrue after January 31 of the year following the year in which the taxes are assessed. However, if the entire taxes due as provided herein are paid in full by January 31 of the year following the year in which the taxes are assessed, no penalty or interest shall be due.

Section 9. **Penalties and Interest.** A delinquent tax shall incur the maximum penalty and interest

authorized by Section 33.01, Texas Property Tax Code, to-wit: a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1st of the year in which it becomes delinquent.

Provided, however, a tax that is delinquent on July 1st of the year in which it becomes delinquent shall incur a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent. A delinquent tax shall also accrue interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid. Taxes that remain delinquent on July 1 of the year in which they become delinquent shall incur an additional penalty of fifteen percent (15%) of the amount of taxes, penalty and interest due; such additional penalty is to defray the costs of collection as authorized by Section 6.30, Texas Property Tax Code.

Section 10. **Place of Payment/Collection.** Taxes are payable at the office of the Tax Assessor/Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 11. **Tax Roll.** The real and personal property tax appraisal rolls as certified by the Chief Appraiser of the Denton Central Appraisal District, as presented to the Town Council, together with any supplement thereto, are hereby accepted.

Section 12. **Savings/Repealing Clause.** All provisions of any ordinance in conflict with this Ordinance are hereby repealed; but such repeal shall not abate any pending prosecution for violation of the repealed Ordinance, nor shall the repeal prevent prosecution from being commenced for any violation if occurring prior to the repeal of the Ordinance. Any remaining portions of conflicting ordinances shall remain in full force and effect.

Section 13. **Severability.** Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect. The Town hereby declares that it would have passed this Ordinance, and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional or invalid.

Section 14. Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished in accordance to Section 1.01.009 of the Town of Northlake Code of Ordinances, and no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

Section 15. 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 16. 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 17. 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 18. This Ordinance shall be in full force and effect from and after its passage and/or publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 102.007, MUNICIPAL BUDGET

SUBJECT: Consider adoption of an Ordinance of the Town of Northlake, Texas, ratifying a property tax increase reflected in the Town of Northlake budget for the fiscal year beginning October 1, 2024 and ending September 30, 2025, in accordance with Texas Local Government Code Section 102.007; providing for repeal; providing for severability; and providing an effective date

**GOALS/
OBJECTIVES:** Exercise Fiscal Responsibility; 2.1 - Sustain the low property tax rate

BACKGROUND INFORMATION:

- Local Government Code Section 102.007 requires the governing body to hold a separate vote to ratify the property tax increase reflected in the budget
- Chapter 26 of the state Tax Code requires this vote be in addition to and separate from the vote to adopt the budget or a vote to set the tax rate
- The Town's tax rate will:
 - Raise more total property taxes than last year's budget by \$1,769,563 or 23.84%
 - Of that amount \$1,333,894 is tax revenue to be raised from new properties added to the tax roll of this year
- All required Public Hearings, notices, and publications relating to the Proposed Budget for Fiscal Year 2024-2025 have been completed

COUNCIL ACTION/DIRECTION:

Approve Ordinance adopting and approving a property tax increase for Fiscal Year beginning October 1, 2024 and ending September 30, 2025



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, RATIFYING A PROPERTY TAX INCREASE REFLECTED IN THE TOWN OF NORTHLAKE BUDGET FOR FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025, IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE SECTION 102.007; PROVIDING FOR REPEAL; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council finds the proposed budget for the 2024-2025 Fiscal Year for the Town of Northlake will require raising more revenue from property taxes than in the previous fiscal year; and

WHEREAS, the Town Council finds Section 102.007 of the Texas Local Government Code requires a separate vote by the Town Council to ratify a property tax increase when adopting a budget that will require raising more revenue from property taxes than in the previous fiscal year; and

WHEREAS, the Town Council finds this vote is in addition to and separate from the vote to adopt the budget and the vote to set the tax rate.

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

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 ordinance as if copied in their entirety.

Section 2. The budget for the Town of Northlake for the fiscal year beginning October 1, 2024, and ending September 30, 2025, will raise more revenue from property taxes than the previous fiscal year's budget by \$1,769,563 or 23.84%, and of that amount, \$1,333,894 is tax revenue to be raised from new property added to the tax roll this year. The property tax increase that is reflected in the budget for the Town of Northlake for the fiscal year beginning October 1, 2024, and ending September 30, 2025, is hereby ratified.

Section 3. Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished in accordance to Section 1.01.009 of the Town of Northlake Code of Ordinances, and no penalty shall be greater or less than the penalty provided for the same or a similar offense under the laws of the state.

Section 4. 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 5. 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 6. 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 7. This Ordinance shall be in full force and effect from and after its passage and/or publication as required by law.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Local Government Code, Section 102, Municipal Budget; Fiscal Year 2023-2024 Adopted Budget

SUBJECT: Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Adopted Budget for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditure for the said fiscal year shall be made in accordance with the said Amended Budget

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources, Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- End of year transfers for:
 - Building Services Fund for Town Hall office expansion project
 - Equipment Services & Storm Drainage Fund for Police and Public Works vehicle purchases
- Increases in budget expenditures for:
 - Technology Services Fund for purchase of license plate readers
 - Police Asset Forfeiture Fund for purchase of active shooter kits
 - Police Special Training Fund for leadership and organizational training
 - NE Roadway Impact Fees and Water Impact Fees North Funds for catch-up reimbursement payments to developers
 - Payments covered by revenues collected in current and prior fiscal years
- Total Fiscal Impact: \$880k increase in budgeted expenditures

COUNCIL ACTION/DIRECTION:

Approve Budget Amendment #2 for Fiscal Year 2023-2024



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE ADOPTED BUDGET FOR THE TOWN OF NORTHLAKE, TEXAS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; PROVIDING THAT EXPENDITURES FOR THE SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID AMENDED BUDGET

WHEREAS, the Town Council of the Town of Northlake, Texas held work sessions and a public hearing on the budget for the Town of Northlake, Texas for the fiscal year 2023-2024; and

WHEREAS, the Town Council concluded its public hearing on said budget on August 24, 2023; and

WHEREAS, the Town Council adopted the budget on August 24, 2023, fulfilling State statutes; and

WHEREAS, the Town Council has made appropriations and agreements throughout the year and in prior year's that necessitate an amendment to the budget.

NOW, THEREFORE, BE IT ORDAINED 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 appropriations as designated for the payment of expenses for the operation of the Town government, as itemized by a true and correct copy of the amended General Fund, Water & Wastewater Fund, Storm Drainage Fund, Technology Services Fund, Equipment Services Fund, Building Services Fund, Police Asset Forfeiture Fund, Police Special Training Fund, Northeast Roadway Impact Fees Fund, and Water Impact Fee North Fund, hereto attached as Exhibit A, are hereby approved.

Section 3. That expenditures during the fiscal year shall be made in accordance with the budget as approved by this ordinance, unless otherwise authorized by a duly enacted ordinance of the Town, said budget document being on file for public inspection in the office of the Town Secretary.

Section 4. That the necessity for making and approving a budget for the fiscal year, as required by

the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

Section 5. This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

FISCAL YEAR 2023-2024

BUDGET AMENDMENT #2

FUND	DESCRIPTION	BUDGET TOTAL	AMENDMENT AMOUNT	AMENDED BUDGET
REVENUES				
Storm Drainage	Transfer In	\$ 400,000	\$ 70,000	\$ 470,000
Equipment Services	Transfer In	\$ 717,500	\$ 442,000	\$ 1,159,500
Building Services	Transfer In	\$ 1,075,400	\$ 50,000	\$ 1,125,400
Total Amended Revenue:			\$ 562,000	
EXPENSES				
General	Transfer Out	\$ 10,621,628	\$ 402,000	\$ 11,023,628
Water & Wastewater	Transfer Out	\$ 31,409,901	\$ 90,000	\$ 31,499,901
Storm Drainage	Transfer Out	\$ 400,000	\$ 70,000	\$ 470,000
Technology Services	Expenditures	\$ 673,500	\$ 61,500	\$ 735,000
Police Asset Forfeiture	Expenditures	\$ -	\$ 11,000	\$ 11,000
Police Special Training	Expenditures	\$ 1,400	\$ 1,600	\$ 3,000
NE Roadway Impact Fees	Expenditures	\$ 1,924,560	\$ 530,721	\$ 2,455,281
Water Impact Fee North	Expenditures	\$ 837,768	\$ 274,451	\$ 1,080,597
Total Amended Expenses:			\$ 1,441,271	
Total Fiscal Impact				
			\$ (879,271)	

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Local Government Code Section 372

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, accepting a petition to dissolve Northlake Public Improvement District No. 1 (PID No.1); and calling for a Public Hearing regarding the proposed dissolution; and authorizing publication and the issuance of notice by the Town Secretary of the Town of Northlake, Texas regarding the public hearing

GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues

BACKGROUND INFORMATION:

- PID No. 1 - Created May 23, 2013
- Petition for Dissolution of PID No. 1 - filed August 30, 2024 (Available for viewing upon request)
- Staff in process of petition review and verification - estimated completion September 12, 2024
- Next Steps:
 - Call Public Hearing - September 12, 2024
 - Hold Public Hearing and Consider Dissolution of PID No. 1 - October 10, 2024

COUNCIL ACTION/DIRECTION:

Accept Petition as filed; Call Public Hearing for October 10, 2024



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ACCEPTING A PETITION TO DISSOLVE NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO.1 (THE "PID"); AND CALLING FOR A PUBLIC HEARING REGARDING THE PROPOSED DISSOLUTION; AND AUTHORIZING PUBLICATION AND THE ISSUANCE OF NOTICE BY THE TOWN SECRETARY OF THE TOWN OF NORTHLAKE, TEXAS REGARDING THE PUBLIC HEARING

WHEREAS, Chapter 372 of the Texas Local Government Code (the "Act") authorizes the creation of public improvement districts; and

WHEREAS, on May 23, 2013, the Town Council (the "Town Council") of the Town of Northlake, Texas (the "Town") authorized the creation of "Northlake Public Improvement District No. 1" (the "District") by approving Resolution No. 13-10 in accordance with the Act; and

WHEREAS, on August 30, 2024, the owners of real property within the District delivered to the Town Secretary of the Town (the "Town Secretary"), a petition (the "Dissolution Petition"), which is attached hereto as Exhibit A and is incorporated herein for all purposes, requesting the Town Council dissolve the District; and

WHEREAS, the Dissolution Petition was signed by: (i) the owners of taxable real property representing more than fifty percent (50%) of the appraised value of the taxable real property liable for assessment, as determined by the current roll of the Denton Central Appraisal District, and (ii) the record owners of real property who: (A) constitute more than fifty percent (50%) of all record owners of property that is liable for assessment within the District; or (B) own taxable real property that constitutes more than fifty percent (50%) of the area of all taxable real property that is liable for assessment; and

WHEREAS, as provided by Section 372.011 of the Act, the Town Council may hold a public hearing on the advisability of dissolving the District in the same manner as a public hearing under Section 372.009 of the Act if a petition requesting dissolution meeting the requirements of the Act is filed in accordance with the Act; and

WHEREAS, the Town Council finds that the Dissolution Petition is sufficient in accordance with Sections 372.011 and 372.005(b) of the Act and the Town Council accepts the Dissolution Petition and desires to call a public hearing on the advisability of dissolving the District.

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

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. The Dissolution Petition was filed with the Town Secretary's Office in accordance with the Act and the Town Secretary and staff reviewed the Dissolution Petition and determined that the same complied with the requirements of the Act and the Town Council accepts the Dissolution Petition. The Dissolution Petition is filed in the office of the Town Secretary and is available for public inspection.

Section 3. The Town Council calls a public hearing to be scheduled at or after 5:30 p.m., on October 10, 2024, to be held at TownHall – Council Chambers, 1500 Commons Circle, Suite 300, Northlake, Texas 76226 or such other location as designated by the Town, on the advisability of dissolving the District. Attached hereto as Exhibit B is a form of the Notice of Public Hearing, the form and substance of which is hereby adopted and approved. All residents and property owners within the District, and all other persons, are hereby invited to appear in person, or by their attorney, and speak on the dissolution of the District. Following adjournment of the public hearing the Town Council may consider action to dissolve the District.

Section 4. The Town Council hereby authorizes and directs the Town Secretary, on or before September 21, 2024, in accordance with the Act, to: (a) publish notice of the public hearing in a newspaper of general circulation in the Town; and, (b) mail notice of the public hearing to the owners of property located in the proposed District as reflected on the tax rolls through utility bills.

Section 5. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

PETITION

INCORPORATED HEREIN BY REFERENCE

AVAILABLE UPON REQUEST



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, October 10, 2024, at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas, pursuant to Sections 372.009(c) and (d) and Section 372.011 of the Texas Local Government Code. The purpose of the public hearing is to accept public comments and consider the petition (the "Dissolution Petition"), filed by Harvest Phase 1, LLC, Belmont 407, LLC, and Realty Capital Argyle 114, Ltd. (the "Petitioners"), requesting that the Town dissolve Northlake Public Improvement District No. 1 that was created by Resolution No. 13-10 adopted on May 23, 2013. The Dissolution Petition is available for inspection during normal business hours at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226.

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 21st day of September 2024, by 5:00 p.m.

Scheduled for publication in the Denton Record-Chronicle on September 21, 2024.

Zolaina R. Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
REF. DOC.: Professional Services Contract
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute an amendment to the professional services contract with Halff Associates, Inc, for the design and construction management for water supply lines A-F and temporary booster station to increase water capacity in an amount not to exceed \$1,492,150
GOALS/ OBJECTIVES: Invest in Infrastructure; 4.4 - Provide adequate water and sewer infrastructure

BACKGROUND INFORMATION:

- Original contract amount of \$1,216,150
- Change order of \$276,000
- Encompasses additional wholesale water capacity from the City of Fort Worth
- Halff is working on additional measures not included in the original contract.
 - Phasing design and deliverables
 - Cathodic Protection
 - Coordination Meetings
 - Milestone Reviews
 - Scheduling revisions

COUNCIL ACTION/DIRECTION:

Approve resolution authorizing an amendment to service agreement

Level Of Effort Task/Hour Breakdown

Contract Amendment No. 2 (Hillwood Phased Approach & Stakeholder Delays)

City of Northlake - (Sections A-F & Temp. Booster Station)

Task No.	Task Description						Total Labor Cost	Expense				Total Expense Cost	Task Sub Total
		Team Leader	Project Manager	Sr. Project Engineer	Project Engineer/CAD	Admin		Subconsultant		Travel	Reproduction		
	Rate							SBE	Non-SBE				
1.0	Project Management - 2 Phased Approach (Delta)	\$304	\$186	\$143	\$120	\$100							
1.1(a)	Managing the Team - PHASE 001 (Booster Pump Station)	8.0	18.0			-	\$ 6,000	\$ -	\$ -			\$ -	\$ 6,000
1.1(b)	Managing the Team - PHASE 002 (WL's A-F)	4.0	68.0			-	\$ 14,000	\$ -	\$ -			\$ -	\$ 14,000
1.2	Communications and Reporting	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.1	Pre-Design Kickoff Meeting	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.2	Progress Meetings (18 Months)	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.3	Prepare Monthly Progress Reports with Schedule	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.4	Prepare Baseline Schedule	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.2.5	Prepare Monthly MBE/SBE Reports	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.3	Coordinate with Other Agencies & Entities - (Hillwood & CoFW WD)	8.0	68.0	12.0	80.0	12.0	\$ 28,000	\$ -	\$ -		\$ -	\$ -	\$ 28,000
2.0	Conceptual (30%) Design - 2 Phased Approach (Delta)	2.0	22.0	-	32.0	-	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
2.1	Data Collection	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1.1	Research Proposed Improvement Data						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1.2	Identify and Obtain Existing Condition Data						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.1.3	Coordinate with Stakeholders						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2	Conceptual Design Package	-	20.0	-	32.0	-	\$ 8,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000
2.2.1	Update/Modify Route Analysis for 30% Design Drawings		16.0		24.0		\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
2.2.2	Develop Design Concept at Proposed Crossings						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.3	Evaluation of Contractor Means & Methods						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.4	Define System & Potential Impacts						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.5	Evaluation of Real Property Requirements						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.6	Documentation of Key Decisions						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.2.7	Opinion of Probable Construction Cost		2.0				\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
2.2.8	Prepare Conceptual Design		2.0		8.0		\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
2.2.9	30% Quality Control Review						\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
2.3	Prepare for, Attend, & Respond to Review Meeting	2.0	2.0	-	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
3.0	Preliminary (60%) Design - 2 Phased Approach (Delta)	20.0	124.0	8.0	166.0	-	\$ 52,000	\$ -	\$ 26,000	\$ -	\$ -	\$ 26,000	\$ 78,000
3.1	Environmental Assessment	-	4.0	-	-	-	\$ 1,000	\$ -	\$ 26,000	\$ -	\$ -	\$ 26,000	\$ 27,000
3.2	Geotechnical Engineering	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3	Preliminary Design Package	-	30.0	-	66.0	-	\$ 14,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,500
3.3.1	Project Control Sheets	-	2.0	-	8.0	-	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
3.3.2	Overall Easement Layout Sheets	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.3	Overall Pipeline Layout Sheets	-	2.0	-	4.0	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
3.3.4	General Notes Sheets	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.5	Plan and Profile Drawings	-	12.0	-	34.0	-	\$ 6,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,500
3.3.6	Other Than Open Cut Design Plans & Details	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.7	Tree Mitigation Plan	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.8	Access Management Sheets	-	8.0	-	10.0	-	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
3.3.9	Erosion Control Plans and Details	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.10	Construction Specifications	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.11	Standard Details	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.3.12	Special Details	-	6.0	-	10.0	-	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
3.4	Additional Stakeholder Coordination (Hillwood & CoFW Water Department)	16.0	80.0	8.0	100.0	-	\$ 33,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,000
3.5	Constructability Review	4.0	-	-	-	-	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
3.6	Utility Permitting Clearance	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.7	Traffic Control Plans & TxDOT Permitting	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.8	Opinion Probable Construction Cost	-	2.0	-	-	-	\$ 500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 500
3.9	Permitting Coordination	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3.10	Prepare for, Attend, & Respond to 60% Review Meeting		8.0	-	-	-	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500
4.0	Final Construction Documents (90% & 100%) - 2 Phased Approach (Delta)	20.0	136.0	16.0	184.0	8.0	\$ 58,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 58,500
4.1	Prepare and Submit Final Draft (90%) & Construction (100%)	4.0	40.0	-	56.0	-	\$ 17,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,000
4.1.1	Implement 60% Review Meeting Comments	2.0	8.0	-	8.0	-	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
4.1.2	Prepare and Submit Final Draft (90%)	-	8.0	-	20.0	-	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000

Level Of Effort Task/Hour Breakdown

Contract Amendment No. 2 (Hillwood Phased Approach & Stakeholder Delays)

City of Northlake - (Sections A-F & Temp. Booster Station)

Task No.	Task Description						Total Labor Cost	Expense				Total Expense Cost	Task Sub Total
		Team Leader	Project Manager	Sr. Project Engineer	Project Engineer/CAD	Admin		Subconsultant		Travel	Reproduction		
	Rate							\$304	\$186				
4.1.3	90% Final Design Meeting	-	4.0	-	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
4.1.4	Implement 90% Review Meeting Comments	2.0	8.0	-	8.0	-	\$ 3,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,500
4.1.5	Prepare and Submit Final (100%)	-	8.0	-	20.0	-	\$ 4,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,000
4.1.6	Generate Final Engineers OPCC	-	4.0	-	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
4.2	Prepare for, Attend, & Respond to Review Meetings	-	8.0	-	8.0	-	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
4.3	Additional Stakeholder Coordination (Hillwood & CoFW Water Department)	16.0	88.0	16.0	120.0	8.0	\$ 39,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,000
5.0	Bid Phase Services - 2 Phased Approach (Delta)	2.0	21.0	22.0	32.0	-	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,500
5.1	Bid Support and Tabulation	-	21.0	22.0	32.0	-	\$ 12,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,500
5.1.1	Generate Contract Documents Maintain Plan Holders List	-	8.0	12.0	20.0	-	\$ 6,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,000
5.1.2	Attend Prebid Conference	-	2.0	2.0	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
5.1.3	Receive Bidder Questions and Issue Addenda	-	8.0	8.0	12.0	-	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
5.1.4	Tabulate Bids and Recommend Award	-	3.0	-	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
5.2	Prepare and Issue Conformed Documents	2.0	-	-	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
6.0	Construction Phase Services - 2 Phased Approach (Delta)	22.0	111.0	79.0	60.0	4.0	\$ 49,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 49,000
6.1	Construction Support	20.0	105.0	73.0	50.0	-	\$ 44,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 44,500
6.1.1	Attend Preconstruction Conference	1.0	1.0	1.0	-	-	\$ 1,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,000
6.1.2	Prepare Exhibits and Attend Public Meetings	1.0	2.0	2.0	10.0	-	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,500
6.1.3	Support Submittal Review and Response	3.0	50.0	20.0	10.0	-	\$ 14,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,500
6.1.4	Maintain Submittal Log	-	20.0	20.0	20.0	-	\$ 9,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,000
6.1.5	Conduct Monthly Site Visits	3.0	8.0	10.0	10.0	-	\$ 5,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500
6.1.6	Respond to Contractor Requests for Clarification	4.0	10.0	10.0	-	-	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
6.1.7	Support Change Order Review	4.0	10.0	10.0	-	-	\$ 5,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,000
6.1.8	Attend Final Project Walk Through	4.0	4.0	-	-	-	\$ 2,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,000
6.2	Prepare and Submit Record Drawings	2.0	6.0	6.0	10.0	4.0	\$ 4,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500
7.0	ROW/Easement Services - 2 Phased Approach (Delta)	-	-	-	-	-	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ 2,500
7.1	Right-of-Way Research	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.2	Right-of-Way/Easement Preparation and Submittal	-	-	-	-	-	\$ -	\$ -	\$ 2,500	\$ -	\$ -	\$ 2,500	\$ 2,500
7.3	Temporary Right of Entry Submittal	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.4	ROW Acquisition	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.0	Survey and Subsurface Utility Engineering Services - 2 Phased Approach (Delta)	-	-	-	-	-	\$ -	\$ -	\$ 17,500	\$ -	\$ -	\$ 17,500	\$ 17,500
8.1	Topographic Survey	-	-	-	-	-	\$ -	\$ -	\$ 12,500	\$ -	\$ -	\$ 12,500	\$ 12,500
8.1.1	Topographic Survey	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.1.2	Field Verify Topographic Survey	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.2	Subsurface Utility Engineering (SUE)	-	-	-	-	-	\$ -	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000	\$ 5,000
8.2.1	Level B SUE	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
8.2.2	Level A SUE	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUBTOTAL (WITHOUT ALLOWANCES)		86.0	568.0	137.0	554.0	24.0	\$ 230,000.00	\$ -	\$ 46,000.0	\$ -	\$ -	\$ 46,000.00	\$ 276,000.00
9.0	Allowances	-	-	-	-	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL		86.0	568.0	137.0	554.0	24.0	\$ 230,000.00	\$ -	\$ 46,000.00	\$ -	\$ -	\$ 46,000.00	\$ 276,000.00

PROJECT SUMMARY	
Total Hours	1,369
Total Labor	\$ 230,000
Total Expense	\$ 46,000
Travel & Repro	\$ -
MBE/SBE Subconsultant	\$ -
Non-MBE/SBE Subconsultant	\$ 46,000
10% Sub Markup	\$ -
MBE/SBE Participation	0.0%
Total Project Cost	\$ 276,000

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

REF. DOC.: Texas Transportation Code, Title 6, Subtitle E, Chapter 313

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas determining the necessity for and ordering improvements to Dale Earnhardt Way South (the "Improvements"); specifying payment of the improvements partly by the town and partly by assessments; acknowledging having contracted for the construction of the improvements; approving the construction cost estimate; setting a public hearing on these proposed assessments for the October 10, 2024, Town Council meeting; directing the filing of a notice of proposed assessments with the Denton County Clerk; directing publication of notice of the hearing; and ordering notice of the hearing be provided to abutting property owners; and providing an effective date

GOALS/ OBJECTIVES: Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic, Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing

BACKGROUND INFORMATION:

- Council approved Road Assessment Fee Policy - January 26, 2023
- Council approved Quiddity Engineering LLC for Design of Dale Earnhardt Way South - August 10, 2023
- Council awarded construction bid to McMahon Contracting - June 13, 2024
- Assessments listed in the preliminary assessment roll can be imposed after a public hearing is conducted.
 - Proposed public hearing - October 10th, 2024
- Cost estimate
 - Engineering: \$202,360
 - Construction: \$1,124,670
- Amount in Assessments: \$646,685.25
 - Assessments 50% of project costs
 - Assessed on property in extraterritorial jurisdiction

COUNCIL ACTION/DIRECTION:

Call public hearing for Dale Earnhardt Way South Special Benefits on October 10th, 2024



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS DETERMINING THE NECESSITY FOR AND ORDERING IMPROVEMENTS TO DALE EARNHARDT WAY SOUTH; SPECIFYING PAYMENT OF THE IMPROVEMENTS PARTLY BY THE TOWN AND PARTLY BY ASSESSMENTS; ACKNOWLEDGING HAVING CONTRACTED FOR THE CONSTRUCTION OF THE IMPROVEMENTS; APPROVING THE CONSTRUCTION COST ESTIMATE; SETTING A PUBLIC HEARING ON THESE PROPOSED ASSESSMENTS FOR THE OCTOBER 10 TOWN COUNCIL MEETING; DIRECTING THE FILING OF A NOTICE OF PROPOSED ASSESSMENTS WITH THE DENTON COUNTY CLERK; DIRECTING PUBLICATION OF NOTICE OF THE HEARING; AND ORDERING NOTICE OF THE HEARING BE PROVIDED TO ABUTTING PROPERTY OWNERS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas ("Town") is a Home Rule municipality located in Denton County, created in accordance with the provisions of Chapter 9 of the Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, pursuant to Section 313.003 of the Texas Transportation Code, the Town has determined that it is necessary for Dale Earnhardt Way South to be improved; and

WHEREAS, the Town has further determined that it is appropriate for the payment for the improvement of Dale Earnhardt Way South to be paid partly by the Town and partly by assessments under Chapter 313 of the Texas Transportation Code; and

WHEREAS, the Town has contracted with Quiddity Engineering, LLC to prepare detailed project plans and specifications for the improvements to Dale Earnhardt Way South; and

WHEREAS, the Town has received bids for construction of the improvement of Dale Earnhardt Way South in accordance with the project plans and specifications; and

WHEREAS, after evaluating bids, the Town Council awarded the bid for the construction of the improvements to Dale Earnhardt Way South and signed a contract for the construction of same with McMahon Contracting; and

WHEREAS, the estimate of the costs for the construction of the improvements to Dale Earnhardt Way South based on the contract for construction of same is \$1,124,670.00 ("Construction Cost Estimate"); and

WHEREAS, the Construction Cost Estimate includes the anticipated total project construction cost, including the portion of the cost to be paid by the Town and the proposed portion of the cost to be paid by assessments; and

WHEREAS, the Town believes that the application of the front foot rule to the assessments in this particular case would result in injustice and inequality; and

WHEREAS, the Town has determined that apportionment of the assessments based upon the appraised value of the abutting lots is just and equitable; and

WHEREAS, the Town has prepared a statement of proposed assessments for the properties abutting Dale Earnhardt Way South based upon the appraised value of the lots, attached to this Resolution as **Exhibit A**; and

WHEREAS, the Town Council recognizes the importance of engaging the community and providing an opportunity for residents and abutting property owners to express their views on the proposed improvements and proposed assessments; and

WHEREAS, it is the intent of the Town Council to conduct a Public Hearing to discuss the necessity and benefits of the proposed improvements and to provide detailed information on the financing and implementation plan; and

WHEREAS, the Town Council is committed to transparency and ensuring that all stakeholders have ample opportunity to participate in the decision-making process.

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

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. The Town Council hereby finds that it is necessary for and hereby orders that Dale Earnhardt Way South to be improved.

Section 3. The Town Council hereby orders that the payment for the improvement of Dale Earnhardt Way South be made partly by the Town and partly by assessments under Chapter 313, Texas Transportation Code.

Section 4. Pursuant to Section 313.003(a)(2), Texas Transportation Code, the Town has contracted for the construction of the improvements to Dale Earnhardt Way South with _____.

Section 5. In accordance with Section 313.024, the Town Council approves the estimate of the

costs for the construction of the improvements to Dale Earnhardt Way South in the amount of \$1,124,670.00.

Section 6. The Town has estimated the proposed assessments for the improvements to Dale Earnhardt Way South, as set forth in **Exhibit A** to this Resolution.

Section 7. Pursuant to Section 313.048, Texas Transportation Code, a Public Hearing on the proposed assessments of Dale Earnhardt Way South shall be held on October 10, 2024 at 5:30 P.M. at 1500 Commons Circle, Suite 300, Northlake, Texas, 76226, during the Town Council's regular meeting.

Section 8. The City Secretary shall prepare and record a notice of the proposed assessment in accordance with Section 313.044(c), Texas Transportation Code.

Section 9. The City Secretary shall arrange for publication of notice of the Public Hearing in accordance with Section 313.047, Texas Transportation Code.

Section 10. The Director of Public Works shall provide written notice of the Public Hearing to the owners of the properties abutting Dale Earnhardt Way South in accordance with Section 313.047, Texas Transportation Code.

Section 11. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on September 12, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Construction costs of \$1,124,670 *50% Share + 15% Engineering Costs - Assessment Value determined by half (50%) of construction costs plus an added 15% of that sum for supporting engineering costs.

Company	FY24 Appraised Value	Value %	Assessment Value*
Austin Two Tracts LP	\$ 1,523,163.00	2.69%	\$ 17,411.15
All Storage	\$ 32,069,009.00	56.69%	\$ 366,578.27
America Tower	\$ 30,030.00	0.05%	\$ 343.27
H3 Cattle/Checkered Flag Investments	\$ 6,658,732.00	11.77%	\$ 76,115.43
Urban Garages			
1766948 114 AND DALE LLC	\$ 5,074,758.00	8.97%	\$ 58,009.15
1780010 PARKWAY COMMERCIAL REALTY LLC SERIES 4	\$ 1,728,000.00	3.05%	\$ 19,752.63
1041431 KLEIN, STEVEN ALLEN & NICHOLAS WILLIAM	\$ 276,702.00	0.49%	\$ 3,162.96
1099791 TURPIN RESERVOIR INVESTMENTS LLC	\$ 259,569.00	0.46%	\$ 2,967.11
1051483 MOTHER DAUGHTER PROPERTIES LLC	\$ 519,138.00	0.92%	\$ 5,934.22
1753923 NRM HOLDINGS LLC	\$ 622,856.00	1.10%	\$ 7,119.82
1773238 BARON PARTNERS LLC	\$ 311,428.00	0.55%	\$ 3,559.91
1763295 CHOCHOLEK, DREW E & LAUREL	\$ 314,912.00	0.56%	\$ 3,599.73
1763293 RAILSBACK, R BRENT & CRYSTAL F	\$ 314,912.00	0.56%	\$ 3,599.73
1842800 EMANON PROPERTIES LLC	\$ 314,912.00	0.56%	\$ 3,599.73
1816469 K & A UNITED LLC	\$ 262,471.00	0.46%	\$ 3,000.28
1763296 C7 GROUP LLC	\$ 224,640.00	0.40%	\$ 2,567.84
1763286 BETHEA BROTHERS LLC	\$ 449,280.00	0.79%	\$ 5,135.68
1799838 SUSKO, STEVEN JAMES & MONIKA KATHERINE TRS SUSKO 2007 FAMILY TRUST	\$ 262,471.00	0.46%	\$ 3,000.28
1763297 PATEL, ALPESH & AVANI	\$ 230,000.00	0.41%	\$ 2,629.11
1763291 FLORES, LUIS ALBERTO CORDOBA & CORDOBA, LUIS ALBERTO JR	\$ 262,471.00	0.46%	\$ 3,000.28
1795127 C&H URBAN COLLECTIVE LLC	\$ 358,920.00	0.63%	\$ 4,102.79
1790276 APB NORTHLAKE LLC	\$ 4,504,960.00	7.96%	\$ 51,495.84
	\$ 56,573,334.00	100.00%	\$ 646,685.25

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024
Section: 6. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 7. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: September 12, 2024

Section: 8. ADJOURN
