



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
APRIL 11, 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 April 11, 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. Proclamation - May 2024 - Mental Health Awareness Month
- B. Proclamation - May 12-18, 2024, National Police Week, and May 15, 2024, National Peace Officers Memorial Day
- C. Briefing - Fiscal Year 2023 Audit Presentation by Town Auditor
- D. Briefing - Capital Projects Update
- E. Briefing - Stormwater Projects and Maintenance
- F. Briefing - Daycare Tax Exemption

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 March 14, 2024

- B. Consider a Resolution of the Town of Northlake, Texas, accepting the Fiscal Year 2023 annual financial audit
- C. Consider a Resolution of the Town of Northlake, Texas, amending the list of authorized representatives on behalf of the Town of Northlake for the Texas Local Government Investment Pool
- D. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with Denton County Sheriff's Office for 911 Dispatch Agreement for budget year 2024-25
- E. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement/contract with GMcivil, for Chadwick Farms link road paving and drainage construction plans, in an amount not to exceed \$99,900
- F. Consider a Resolution of the Town of Northlake, Texas, declaring certain personal property owned by the Town of Northlake to be surplus property and authorizing the Town Manager to dispose of such property
- G. Consider a resolution of the Town of Northlake, Texas approving an agreement with Valley View Consulting, L.L.C., for investment advisory services for a two-year term; and authorizing the Town Manager to execute said agreement on behalf of the Town of Northlake

5. **ACTION ITEMS**

The Following Items will be Considered:

- A. Consider an ordinance of the Town of Northlake, Texas, amending the Code of Ordinances by creating new subsections under chapter "12" "Utilities" to establish a Municipal Drainage Utility System; providing for drainage service, billing, exemptions, drainage charges, and appeals; providing a severability clause; providing a savings clause; providing that this ordinance is cumulative; providing a penalty for violation; providing for publication; and providing an effective date
 - i. Public Hearing
 - ii. Consider Approval
- B. Consider an Ordinance of the Town of Northlake, Texas amending the Code of Ordinances Article A4.000 "Water and Sanitary Sewer Service Fees", of Appendix A "Fee Schedule" by adopting a new Section A4.004 setting charges for a drainage utility fee schedule; providing that this ordinance is cumulative; providing a severability clause; providing a penalty for violation; providing a savings clause; providing for publication; and providing for an effective date
 - i. Public Hearing
 - ii. Consider Approval
- C. Consider an Ordinance of the Town of Northlake, Texas, amending the Adopted Budget for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for the said fiscal year shall be made in accordance with the said Amended Budget

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 annexation and development agreement of a 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.
- ii. Potential annexation and development agreement of a property consisting of a 156.8-acre tract of land generally located east of FM 156 and northwest of Victory Circle in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for property consisting of a 3.7-acre tract, a 3.2-acre tract, and a 5.0-acre tract of land generally located at the northeast corner of SH 114 and Dale Earnhardt Way in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for a property consisting of a 137.6-acre tract, an 84.3-acre tract, and a 53.8-acre tract of land generally located northwest of the intersection of McPherson Drive and Harmonson Road in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for the Oneta Lee Cope Revocable Trust tracts 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.
- vi. Potential annexation and development agreement of a property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- vii. Discuss submission of motion for rehearing for the Oncor Transmission Line Project, Public Utility Commission Docket No. 55067.
- viii. Discuss actions related to Public Utility Commission Docket No. 54243.
- ix. Development agreements related to sewer line construction, capacity and financing with Northlake Municipal Management District #1, Hillwood Communities, and homebuilder development group.
- x. Potential regulation of and enforcement of restrictions related to residential property rentals.
- xi. Eminent domain action for the acquisition of real property for the construction and maintenance of sanitary sewer improvements for Phase 2 of the Catherine Branch Trunk Line project and for other public purposes permitted by law.

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 Phase 2 of the Catherine Branch Trunk Line Project.

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 the use of eminent domain to condemn property and consider a Resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of sanitary sewer improvements for Phase 2 of the Catherine Branch Trunk Line Project and for other public purposes permitted by law
- B. Consider a resolution authorizing the Town Manager to negotiate and execute a 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 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.

8. ADJOURN

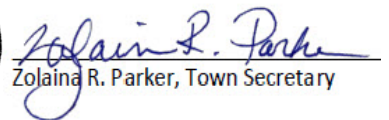
With no further items to consider, the meeting will be adjourned.

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 April 5, 2024, by 6:00 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: April 11, 2024
Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Mental Health Awareness Month
SUBJECT: Proclamation - May 2024 - Mental Health Awareness Month
GOALS/ Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues
OBJECTIVES:

BACKGROUND INFORMATION:

- Proclamation requested by United Way
 - May 2024 - Mental Health Awareness Month

COUNCIL ACTION/DIRECTION:

Mayor to Present Proclamation

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: National Police Week Presidential Proclamation
SUBJECT: Proclamation - May 12-18, 2024, National Police Week, and May 15, 2024, National Peace Officers Memorial Day
GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues

BACKGROUND INFORMATION:

- Proclamation for Northlake Police Department
 - May 15th - National Peace Officers Memorial Day
 - May 12-18, 2024 - National Police Week

COUNCIL ACTION/DIRECTION:

Mayor to present Proclamation

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Town Charter; Local Government Code, Section 103, Audit of Municipal Finances
SUBJECT: Briefing - Fiscal Year 2023 Audit Presentation by Town Auditor
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- Submission to Council of Annual Comprehensive Financial Report (ACFR) of the Town of Northlake, Texas for the fiscal year ending September 30, 2023
- State statute requires annual audit by licensed certified public accountant
- Town's financial statements audited by BrooksWatson CPA
- Town's Financial Statements received unmodified or "clean" opinion
- Financial statements presented in conformity with General Accepted Accounting Principles (GAAP)
- Government-Wide Highlights:
 - Ending net position of the Town was **\$98,928,883**
 - **\$31,062,091** unrestricted net position
 - Town's total net position increased **\$15,136,939**

**Please note that information presented in this memo were supplied from a draft of the Fiscal Year 2023 audit; updated information from the final draft of the audit will be supplied prior to the Council meeting.*

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Northlake Capital Improvement Plan
SUBJECT: Briefing - Capital Projects Update
GOALS/ Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic, Promote
OBJECTIVES: Economic Vitality; 6.3 - Build out sports and entertainment corridor

BACKGROUND INFORMATION:

Review and update of the status of current projects from the Town's Capital Improvement Plan

Status	Capital Improvement Project
Completed	Catherine Branch Phase 1 - Water, Sewer, & Roads
Under Construction/In Progress	Cellular Meter Upgrade
Under Construction/In Progress	Hotel Conference Center
Under Construction/In Progress	Denton Creek Trunkline Phase 1 Engineering
Under Construction/In Progress	Cleveland Gibbs South
Under Construction/In Progress	Second North Ground Storage Tank
Under Construction/In Progress	Sports Venue
Bids	Catherine Branch Phase 2 Sewer Line <i>(April)</i>
Bids	Faught Road Waterline <i>(May)</i>
Bids	Faught Road <i>(May)</i>
Bids	Southwest Elevated Storage Tank <i>(May)</i>
Bids	Fort Worth Wholesale Water Additional Capacity Phase 1 <i>(June & August)</i>
Bids	Dale Earnhardt Way South <i>(April)</i>
Future Projects	Public Works Building - Architectural Design
Future Projects	Town Hall - Needs Assessment
Future Projects	Police Facility - Needs Assessment
Future Projects	Wastewater Treatment Plant Expansion
Future Projects	Northwest Elevated Storage Tank
Future Projects	Third North Ground Storage Tank
Future Projects	Fort Worth Wholesale Water Additional Capacity Phase II

COUNCIL ACTION/DIRECTION:

Provide Council feedback and direction

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Fiscal Year 2023-2024 Adopted Budget
SUBJECT: Briefing - Stormwater Projects and Maintenance
GOALS/ Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans, Exercise Fiscal
OBJECTIVES: Responsibility; 2.4 - Project future staffing - facilities - and resources

BACKGROUND INFORMATION:

- Followup to February 22nd, 2024 council meeting discussion of Drainage tasks and projects
- Options shown include both internal and external uses for fee revenue
 - Total Labor costs, including possible staffing additions
 - \$154,571
 - Total Equipment Costs, including maintenance and fuel
 - \$76,040
 - Equipment Purchases
 - \$589,482
 - Quote for Street Sweeping services from a co-op vendor
 - \$59,625
 - Daily, Weekly, and Monthly tasks
- Starting list of possible capital projects for drainage prepared by Halff
 - Three examples (with additional projects possible in the future)
 - Creek Meadows: \$1,400,000
 - Stardust Ranch: \$1,900,000
 - Prairie View Farms: \$900,000

COUNCIL ACTION/DIRECTION:

Provide Council feedback and direction

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Senate Bill 1145
SUBJECT: Briefing - Daycare Tax Exemption
GOALS/ Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan
OBJECTIVES:

BACKGROUND INFORMATION:

- April 24, 2023: Texas Senate Bill 1145 is passed
 - Municipalities may grant up to 100% property tax exemption to childcare centers
 - Childcare centers must be licensed by Health and Human Services Commission and meet various other requirements
 - If accepted by Council, minimum exemption 50%
 - Based on recent AG opinion, exemption cannot be reversed
- March 21, 2024: Office of Senator Royce West requests to know whether Northlake contemplates implementing tax abatement for child care centers
- Six active daycares in Northlake and ETJ
 - Besides drop-in facility all with waitlists ranging from 3 months to 1 year
- Six future daycares in development
 - One under construction
 - Two in platting process
 - Three in planning stage

COUNCIL ACTION/DIRECTION:

Provide guidance regarding response to Office of Senator West

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Home Rule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for March 14, 2024
GOALS/ Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services
OBJECTIVES:

BACKGROUND INFORMATION:

- Approval of Minutes:
 - March 14, 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
MARCH 14, 2024**

The Northlake Town Council convened in a Regular Meeting on March 14, 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 Rettig called the meeting to order at 5:30 p.m., and a quorum was present as follows:

Roll Call:

David Rettig, Mayor	Roger Sessions, Place 4
Robert Keeker, Place 1	Maryl Lorencz, Place 5
Michael Ganz, Place 2	Aaron Fowler, Place 6
Brian Montini, Mayor Pro Tem, Place 3	

Also present were Drew Corn, Town Manager, and Rob Allibon, Town Attorney Representative.

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

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Presentation - Daniel Martinez - Police Department Employee Service Award

The recognition was presented by Robert Crawford, Chief of Police.

B. Briefing - Recognition of Town Hall 101 Graduates

The awards were presented by Drew Corn, Town Manager and Mayor Rettig.

C. Briefing - Denton County Emergency Services District No. 1 and No. 2 Update

The item was presented by Ricky Vaughn, Fire Chief and Sam Johnson, President of Argyle Professional Firefighter Association, and discussion followed.

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

D. Briefing - 2024 Northlake Resident Survey Results

The item was presented by Chance Willeford, Administrative Services Director, and discussion followed.

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

E. Briefing - Proposed Master Thoroughfare Plan Amendment

The item was presented by Mayor Pro Tem Montini, and Nathan Reddin, Development Services Director, and discussion followed.

Town Council Consensus was to move forward and prepare the steps to initiate the Master Thoroughfare Plan Amendment.

3. **PUBLIC INPUT**

The following individuals shared comments as allowed under the Public Input portion of the agenda.

All comments may be viewed in their entirety on the Town's Website at <https://www.town.northlake.tx.us/337/Watch-Council-Meetings>.

- Steve VanHorn, address on file - likes to encourage approve not extending Carpenter Road; create potential risks to combine commercial with residential; kids play in streets; safety is important to avoid traffic
- Susan Boryca, address on file - safety, stop sign on Grassland; no traffic or stoplights at Robson Ranch; no cross walk; hazard of yards; increased traffic due to numerous stop lights; crosswalk
- Joel McGreggor, address on file - trade zone; tax money to pay for loan
- Rena Hardeman, address on file - asking for more time during Public Hearing
- Tara Beas - address on file - reached out to County regarding Carpenter Road

4. **CONSENT ITEMS**

The Consent Agenda consisted of Item 4.A. - 4.D., and Mayor Rettig pulled item 4.C. from consideration.

Mayor Pro Tem Montini moved to approve the Consent Agenda as amended, now consisting of items 4.A, 4.B. and 4.D. Motion seconded by Councilmember Lorencz. Motion passed.

AYES (7): Keeker, Ganz, Montini, Sessions, Lorencz, Fowler, Rettig

NAYS (0): None

ABSENT (0): None

- A. Consider approval of the Town Council Meeting Minutes for February 22, 2024, and February 26, 2024

APPROVED

- B. Consider a Resolution of the Town of Northlake, Texas, approving the cancellation of the March 28, 2024, Regular Town Council Meeting

APPROVED RESOLUTION NO. 24-11

- C. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute contracts for services with Enterprise Fleet Management for fleet management services to be performed and billed on a monthly basis

NOT CONSIDERED - ITEM REMOVED FROM CONSENT AGENDA BY MAYOR RETTIG

- D. Consider a Resolution of the Town of Northlake, Texas, declaring certain personal property owned by the Town of Northlake to be surplus property and authorizing the Town Manager to dispose of such property

APPROVED RESOLUTION NO. 24-12

5. **ACTION ITEMS**

- A. Consider an Ordinance of the Town of Northlake, Texas, designating a geographic area with the Town as a Tax Increment Reinvestment Zone pursuant to Chapter 311 of the Texas Tax Code, to be known as Reinvestment Zone Number Three, Town of Northlake, Texas

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 24-0314A

The item was presented, and discussion followed.

Mayor Rettig recessed the Regular Meeting and opened the Public Hearing at 6:33 p.m., with the following speakers coming forward:

- Joel McGreggor, address on file - advised against TIRZ; should of had facts to vote on this; extra money being collected; promised taxes were going to pay off loans for water towers
- Rena Hardeman, address on file - government investment in business is stealing; TIRZ is to give 50% back to developers; TIRZ is for disadvantaged areas; suggest to turn down

With no further speakers, Mayor Rettig closed the Public Hearing and reconvened the Regular Meeting at 6:44 p.m.

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

AYES (7): Keeker, Ganz, Montini, Sessions, Lorencz, Fowler, Rettig

NAYS (0): None

ABSENT (0): None

- B. Consider a Resolution of the Town of Northlake, Texas, providing notification to U.S. Department of Commerce of support for Foreign Trade Zone (FTZ) designation as applied for by Alliance Corridor Inc. to include approximately 231 acres in the Foreign Trade Zone #196; and providing an effective date

APPROVED RESOLUTION NO. 24-13

The item was presented, and discussion followed.

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

AYES (6): Keeker, Ganz, Montini, Lorencz, Fowler, Rettig

NAYS (1): Sessions

ABSENT (0): None

6. EXECUTIVE SESSION

The Town Council convened into an Executive Session, at 7:04 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 annexation and development agreement of a 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.
- ii. Potential development agreement and annexation of a property consisting of a 156.8-acre tract of land generally located east of FM 156 and northwest of Victory Circle in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for property consisting of a 3.7-acre tract, a 3.2-acre tract, and a 5.0-acre tract of land generally located at the northeast corner of SH 114 and Dale Earnhardt Way in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for a property consisting of a 137.6-acre tract, an 84.3-acre tract, and a 53.8-acre tract of land generally located northwest of the intersection of McPherson Drive and Harmonson Road in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for the Oneta Lee Cope Revocable Trust tracts 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.
- vi. Potential annexation and development agreement of a property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- vii. Decertification of water and sewer Certificates of Convenience and Necessity in the Extraterritorial Jurisdiction and impacted service requests.
- viii. Potential amendment to April 29, 2021 settlement agreement with City of Justin.
- ix. Discuss submission of motion for rehearing for the Oncor Transmission Line Project, Public Utility Commission Docket No. 55067.
- x. Discuss actions related to Public Utility Commission Docket No. 54243.
- xi. Development agreements related to sewer line construction, capacity and financing with Northlake Municipal Management District #1, Hillwood Communities, and homebuilder development group.

7. RECONVENE INTO OPEN SESSION

Mayor Rettig reconvened the Regular Meeting at 7:44 p.m., to address Council action regarding the items deliberated during Executive Session.

- A. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement between the Town of Northlake, Texas, and the City of Justin, Texas, Allocating Extraterritorial Jurisdiction and Retail Water and Sewer Service Areas

APPROVED RESOLUTION NO. 24-14

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

AYES (7): Keeker, Ganz, Montini, Sessions, Lorencz, Fowler, Rettig

NAYS (0): None

ABSENT (0): None

- B. Consider a Joint Resolution of the Town of Northlake, Texas, and City of Justin, Texas, approving and authorizing the transfer of certain Extraterritorial Jurisdiction (ETJ) from the Town of Northlake, Texas, to the City of Justin, Texas

APPROVED RESOLUTION NO. 24-15

The item was presented, and discussion followed.

Mayor Rettig moved to approve the item as presented. Motion seconded by Councilmember Lorencz. Motion passed.

AYES (7): Keeker, Ganz, Montini, Sessions, Lorencz, Fowler, Rettig

NAYS (0): None

ABSENT (0): None

8. ADJOURN

With no further business, Mayor Rettig adjourned the meeting at 7:48 p.m.

David Rettig, Mayor

Attest:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Town Charter; Local Government Code, Section 103, Audit of Municipal Finances
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, accepting the Fiscal Year 2023 annual financial audit
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- State statute requires annual audit by licensed certified public accountant
- Town's financial statements audited by BrooksWatson & Co., PLLC
- Town's Financial Statements received unmodified or "clean" opinion
- Financial statements presented in conformity with General Accepted Accounting Principles (GAAP)
- Government-Wide Highlights:
 - Ending net position of the Town was \$98,928,883
 - Town's total net position increased \$15,136,939

**Please note that information presented in this memo were supplied from a draft of the Fiscal Year 2023 audit; updated information from the final draft of the audit will be supplied prior to the Council meeting.*

COUNCIL ACTION/DIRECTION:

Accept the audit for fiscal year 2023 as presented



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, ACCEPTING THE FISCAL YEAR 2023 ANNUAL FINANCIAL AUDIT

WHEREAS, the Town is required by State Law and various contracts to have an independent Audit and Financial Report prepared annually; and

WHEREAS, the City has previously engaged the Certified Public Accounting firm BrooksWatson & Co., PLLC to conduct said Audit; and

WHEREAS, BrooksWatson & Co., PLLC has completed their work on the Audit and Certified Annual Financial Report for the Fiscal Year 2022-2023 which ended on September 30, 2023.

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 of the Town of Northlake, Texas hereby accepts the Fiscal Year 2022-2023 Audit and Certified Annual Financial Report as prepared and presented by BrooksWatson & Co., PLLC.

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake FY2024 Budget; Public Funds Investment Act
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, amending the list of authorized representatives on behalf of the Town of Northlake for the Texas Local Government Investment Pool
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- TexPool is the largest government investment pool in Texas and provides a safe, efficient, and liquid, investment option for Texas governments
- Changes to the list of Town staff authorized to manage the account within the Town is required due to position changes
- Any changes must be made by a resolution from the Town Council
- Changes to the list of authorized representatives include:
 - Removal of John Zagurski, former Finance Director
 - Addition of John Thomson, interim Finance Director
 - Addition of Parwaiz Broker, Accountant

COUNCIL ACTION/DIRECTION:

Approve or deny resolution to amend the list of authorized representatives for TexPool.



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS AMENDING THE LIST OF AUTHORIZED REPRESENTATIVES ON BEHALF OF THE TOWN OF NORTHLAKE FOR THE TEXAS LOCAL GOVERNMENT INVESTMENT POOL ("TEXPOOL/TEXPOOL PRIME"); AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake ("Town"), Texas, is a local government municipality of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Town to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool / Texpool Prime"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the authorized representative to be removed is John Zagurski, and the authorized representatives to be added are John Thomson, Interim Finance Director and Parwaiz Broker, Accountant.

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 the amending document with TexPool / Texpool Prime and remove John Zagurski; add John Thomson, Interim Finance Director, and add Parwaiz Broker, Accountant, as authorized users/representatives.

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: TEXAS GOVERNMENT CODE CHAPTER 791
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with Denton County Sheriff's Office for 911 Dispatch Agreement for budget year 2024-25
GOALS/ Protect the Public; 1.2 - Collaborate with fire and medical services, Protect the Public; 1.1 -
OBJECTIVES: Ensure police presence in the community

BACKGROUND INFORMATION:

- Northlake Police Department partners with Denton County Communications
- Interlocal Agreement encompasses annual cost for dispatching services
 - Cost: \$63,725
- Primary method of getting public safety personnel to calls of distress or assistance

COUNCIL ACTION/DIRECTION:

Approved 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 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE TOWN OF NORTHLAKE AND THE DENTON COUNTY SHERIFF'S OFFICE FOR THE USE OF 911 DISPATCH SERVICES EFFECTIVE OCTOBER 1,2024

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for use of the Denton County Sheriff's Office 911 Dispatch Services; 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 Sheriff's Office for use of 911 Dispatch Services in the amount of \$63,725.

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

Exhibit A

2024-25 Budget Year
Denton County Sheriff's Office
911 Dispatch Agreement
Agency Payment Worksheet / Invoice

Agency:	Northlake Police Department
Payment Contact Person:	Zolaina Parker, Town Secretary
Phone Number:	940-242-5702
Email:	zparker@town.northlake.tx.us
Address:	1500 Commons Circle, Suite 300
City, State, Zip	Northlake, TX 76226
AGENCY TOTAL AMOUNT DUE	\$63,725.00

Agency Should Include this Worksheet with Each Payment Sent to Denton County.

Make checks payable to:	Denton County
Mail payments to:	911 Dispatch Agreement Payments Denton County Sheriff's Office Attn: Sherry Cochran 127 N. Woodrow Lane Denton, Texas 76205

Payment Plan Options

Agency **MUST**
Select One
Payment Option

1	<input type="checkbox"/>	One Annual Payment (100%)
2	<input type="checkbox"/>	Two Payments (50%)
3	<input type="checkbox"/>	Four Payments (25%)
4	<input type="checkbox"/>	Twelve Monthly Payments
5	<input type="checkbox"/>	Other Payment Option

Exhibit B

TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) **NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT 2024-2025**

Twenty-Four Hour Terminal Agency	DENTON COUNTY SHERIFF'S OFFICE
Non Twenty-Four Hour Terminal Agency	Northlake Police Department

This document constitutes an agreement between the following parties:

The Twenty-Four Hour Terminal Agency agrees to make entries into the Texas Crime Information Center (TCIC) and the National Crime Information Center (NCIC) computers for the Non Twenty-Four Hour Terminal Agency.

All records must be entered with the Twenty-Four Hour Agency's ORI, and all case reports and original warrants must be held at the Twenty-Four Hour Agency for hit confirmation purposes.

The Non Twenty-Four Hour Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

The Twenty-Four Hour Agency reserves the right to suspend service to the Non Twenty-Four Hour Agency which may include canceling of records entered for the Non Twenty-Four Hour Agency when applicable policies are violated. The Twenty-Four Hour Agency may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected.

In order to comply with NCIC policies established by the NCIC Advisory Policy Board, the Non Twenty-Four Hour Agency agrees to maintain accurate records of all TCIC/NCIC entries made through the Twenty-Four Hour Agency and to immediately notify the Twenty-Four Hour Agency of any changes in the status of those reports to include the need for cancellation, addition, deletion or modification of information. The Twenty-Four Hour Agency agrees to enter, update and remove all records for the Non Twenty-Four Hour Agency on a timely basis, as defined by NCIC.

In order to comply with NCIC Validation requirements, the Non Twenty-Four Hour Agency agrees to perform all validation procedures as required by NCIC on all records entered through the Twenty-Four Hour Agency.

Either the Twenty-Four Hour Agency or the Non Twenty-Four Hour Agency may, upon thirty days written notice, discontinue this agreement.

To the extent allowed by the laws of the State of Texas, the Non Twenty-Four Hour Agency agrees to indemnify and save harmless the Twenty-Four Hour Agency as well as the DPS, its Director and employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrests or imprisonment or any cause of the Non Twenty-Four Hour Agency or its employees in the exercise of the enjoyment of this Agreement.

In witness whereof, the parties hereto caused this agreement to be executed by the proper officers and officials.

DENTON COUNTY SHERIFF'S OFFICE

AGENCY

Signature: _____

By: **Tracy Murphree**

Title: **Denton County Sheriff**

Date: _____

Signature: _____

By: **Robert Crawford**

Title: **Chief of Police**

Date: _____

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR
SHARED GOVERNANCE COMMUNICATIONS & DISPATCH SERVICES SYSTEM**

This Interlocal Cooperation Agreement for Shared Governance Communications and Dispatch Services System, hereinafter referred to as "Agreement", is made by and between Denton County, a political subdivision of the State of Texas, hereinafter referred to as the "County", and

Name of Agency: Northlake Police Department

hereinafter referred to as "Agency".

WHEREAS, the County is a duly organized political subdivision of the State of Texas engaged in the administration of county government and related services for the benefit of the citizens of Denton County, Texas; and

WHEREAS, the Agency is duly organized and operating under the laws of the State of Texas engaged in the provision of municipal government and/or related services for the benefit of the citizens of Agency; and

WHEREAS, parties agree that the utilization of combined communications and dispatch services system will be in the best interests of both the County and the Agency,

WHEREAS, the County and the Agency mutually desire to be subject to the provisions of the Interlocal Cooperation Act of the V.T.C.A. Government Code, Chapter 791; and

NOW THEREFORE, the County and the Agency, for the mutual consideration hereinafter stated, agree and understand as follows:

1. **PURPOSE.** The Denton County Sheriff ("Sheriff") has the facilities to provide emergency telecommunications and dispatch services throughout Denton County. The Agency wishes to utilize the Sheriff's available telecommunications and dispatch services ("Services") during the term of this agreement.

2. **ADVISORY BOARD.** The Denton County Sheriff's Office will establish an Advisory Board for the Shared Governance Communication and Dispatch System "Advisory Board". The membership of the board shall be the Chief of each Agency, or designee. The Advisory Board may advise and make recommendations to the Sheriff and the Sheriff's Office on matters relating to the Communications Center, as well as the recommendations for the Annual Agency Workload and Cost Statistics, within the limitations set forth in paragraph 6.1, herein.

3. **TERM OF AGREEMENT.** The initial term of this Agreement shall be for a one-year period beginning **October 1, 2024** and ending on **September 30, 2025**.

4. **TERMINATION OF AGREEMENT.** Either party may terminate this agreement, with or without cause, after providing ninety (90) days written notice to the other party.

5. **ANNUAL SERVICE FEE.** Each Agency shall pay to the County a fee for services based on the workload generated by the Agency.

- 5.1. Agency shall pay to County the Total Amount on *Exhibit "A"*.
- 5.2. The Agency shall complete *Exhibit "A"*, Agency Payment Worksheet, to identify the payment terms preferred by Agency. Agency is responsible for sending payments to County
- 5.3. The fee for service will be based on the pro rata share of the workload generated by the Agency.
- 5.4. County agrees to provide Agency a proposed service fees for the next budget/fiscal year as agreed by the parties.
- 5.5. If this Agreement is terminated prior to the expiration of the term of the Agreement, payment shall be pro-rated by written agreement between the parties.
- 5.6. Dispatch costs for the upcoming fiscal year are calculated utilizing 50% of the approved Communications Budget for the current fiscal year and agency workload statistics from the previous fiscal year.

Agency workload percentages are calculated by:

- 5.6.1. Determining the agency's percentage of total Calls For Service (CFS)
- 5.6.2. Determining the agency's percentage of total Officer Initiated Activity (OIA)
- 5.6.3. Averaging the values from # 5.6.1 & # 5.6.2
- 5.6.4. Determining the percentage of OIA that is Mobile Data Computer (MDC) activity
- 5.6.5. Determining agency OIA that is not MDC Activity
- 5.6.6. Determining adjusted percentage of OIA that is MDC activity by dividing value of # 5.6.5 by total OIA
- 5.6.7. Determining agency CFS that are public requests by subtracting agency assists or mutual aid calls from the agency's CFS
- 5.6.8. Determining adjusted percentage of total CFS that are public requests by dividing value of # 5.6.7 by total CFS
- 5.6.9. Determining agency workload percentage by calculating average of # 5.6.6 and # 5.6.8
- 5.6.10. Determining agency final cost by workload by multiplying value of # 5.6.9 against 50% of the approved Communications budget

6. **COUNTY SERVICES AND RESPONSIBILITIES.** The County agrees to provide the following services and responsibilities:

6.1 The Sheriff shall have the sole discretion as to the method of providing the Services including, but not limited to the order of response to calls, and shall be the sole judge as to the most expeditious and effective manner of handling and responding to calls for service or the rendering thereof. The Sheriff shall have the sole discretion as to the method and final decision regarding the annual workload and cost statistics. The Sheriff will devote sufficient time to insure the performance of all duties and obligations set forth herein.

6.2 County shall furnish full-time communications services including a twenty-four (24) hours a day, seven (7) days a week public safety answering point, radio services, dispatching services, or law enforcement transmission originating from AGENCY requesting law enforcement and fire protection services and access to local, regional, state, and national data bases and telecommunications systems.

- 6.3 The services provided by County include the following:
- 6.3.1 twenty-four (24) hours a day, seven (7) days a week public safety answering point;
 - 6.3.2 receiving emergency and routine calls for law enforcement, fire, and medical services;
 - 6.3.3 directing a response to said calls by dispatching the appropriate law enforcement, fire, and medical services;
 - 6.3.4 providing on-going communication support to the emergency personnel in the field; and
 - 6.3.5 updating, maintaining, and managing the County owned radio communications system, computer systems, support files, and resource materials necessary to accomplish the above.

6.4 County may add new Agencies not currently served by Denton County at the discretion of Denton County and the Denton County Sheriff's Office.

7. **AGENCY RESPONSIBILITIES.** The Agency agrees to the following responsibilities:

- 7.1 Providing accurate current GIS data of the corporate limits and extraterritorial jurisdiction of the Agency.
- 7.2 Furnish County with a current list of all Officers and Reserves authorized by Agency to use the communications system.
- 7.3 Agency is responsible for the costs and upgrades associated with maintaining Agency's communication equipment.
- 7.4 Agency agrees to abide by all laws of the United States and the State of Texas and all present or hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other system now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes
- 7.5 Adherence to all Sheriff's Office communications rules and regulations.
- 7.6 Agency agrees to provide all necessary and required TLETS paperwork. See *Exhibit "B"*.
- 7.7 Appoint representative and agree to participate in the Advisory Board.
- 7.8 Agency is responsible for sending payments to County as more fully described in *Exhibit "A"* to this Agreement.

8. **AGREEMENT.** The parties acknowledge they have read and understand and intend to be bound by the terms and conditions of this Agreement. This Agreement contains the entire understanding between the parties concerning the subject matter hereof. No prior understandings, whether verbal or written, between the parties or their agents are enforceable unless included in writing in this agreement. This Agreement may be amended only by written instrument signed by both parties.

9. **AGREEMENT LIASONS.** Each party to this agreement shall designate a Liaison to insure the performance of all duties and obligations of the parties. The Liaison for each party shall devote sufficient time and attention to the execution of said duties on behalf of the Party to ensure full compliance with the terms and conditions of this Agreement.

10. **ASSIGNMENT.** Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

11. **AGENCY LIABILITY.** The Agency understands and agrees that the Agency, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the County. The Agency shall not be required to indemnify nor defend County for any liability arising out of the wrongful acts of employees or agents of County to the extent allowed by Texas law.

12. **COUNTY LIABILITY.** The County understands and agrees that the County, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the Agency. The County shall not be required to indemnify nor defend Agency for any liability arising out of the wrongful acts of employees or agents of Agency to the extent allowed by Texas law.

13. **DISPUTES/RECOURSE.** County and Agency agree that any disputes or disagreements that may arise which are not resolved at the staff level by the parties should be referred to the Appointed Liaisons for each entity. Any further disputes arising from the failure of either Agency or County to perform and/or agree on proportionate reduction in fees shall be submitted to mediation, with the parties splitting the mediation fees equally. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.

14. **EXHIBITS.** Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference.

Exhibit A	Agency Payment Worksheet
Exhibit B	TEXAS LAW ENFORCEMENT TELECOMMUNICATION SYSTEM (TLETS) NON - TWENTY-FOUR HOUR TERMINAL AGENCY AGREEMENT

15. **MULTIPLE ORIGINALS.** It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

16. NOTICES. All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier to the parties at the following addresses:

County:	1	Denton County Judge Denton County Commissioners Court 1 Courthouse Drive, Ste 3100 Denton, Texas 76208
	2	Denton County Sheriff Denton County Sheriff's Office 127 N. Woodrow Lane Denton, Texas 76205
	3	Assistant District Attorney Counsel to the Sheriff 127 N. Woodrow Lane Denton, Texas 76205

Name of Agency:	Northlake Police Department
Contact Person	Robert Crawford, Chief of Police
Address	1600 Commons Circle
City, State, Zip	Northlake, TX 76226
Telephone	940-648-4804 x 231
Email	rcrawford@town.northlake.tx.us

17. SEVERABILITY. The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. 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 extent possible.

18. THIRD PARTY. This Agreement is made for the express purpose of providing communications and dispatch services, which both parties recognize to be a governmental function. Except as provided in this Agreement, neither party assumes any liability beyond that provided by law. This Agreement is not intended to create any liability for the benefit of third parties.

19. VENUE. This agreement will be governed and construed according to the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

20. WAIVER. The failure of County or Agency to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

21. AUTHORIZED OFFICIALS. Each party has the full power and authority to enter into and perform this Agreement. The persons executing this Agreement represent they have been properly authorized to sign on behalf of their governmental entity.

22. CURRENT FUNDS. All payments made by Agency to County pursuant to this Agreement shall be from current revenues available to Agency.

23. DISPATCH & COMMUNICATION RECORDS. The parties acknowledge that the Denton County Sheriff's Office may release dispatch and communication records of Agency pursuant to the Texas Public Information Act until such a time that the parties agree to transfer such responsibility to Agency.

DENTON COUNTY, TEXAS

AGENCY

Andy Eads County Judge
Denton County Commissioners Court
1 Courthouse Drive, Ste 3100
Denton, Texas 76208
(940)349-2820

Drew Corn, Town Manager
Town of Northlake
1500 Commons Circle, Ste 300
Northlake, TX 76226
940-648-3290

EXECUTED duplicate originals on this

EXECUTED duplicate originals on this

Date: _____

Date: _____

Approved as to content:

Approved as to content:

Denton County Sheriff's Office

Robert Crawford, Police Chief

Approved as to form:

Approved as to form:

Assistant District Attorney
Counsel to the Sheriff

Attorney for Agency

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Purchasing Policy
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement/contract with GMcivil, for Chadwick Farms link road paving and drainage construction plans, in an amount not to exceed \$99,900
GOALS/ OBJECTIVES: Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic

BACKGROUND INFORMATION:

- Chadwick Farms development agreement calls for design, construction, and installation of public improvements, including a link road
- GMcivil is the existing firm working on various projects in the Chadwick Farms development
- Design services are offered at a cost not to exceed \$99,900
- Design services include construction plans, TXDOT approvals, permitting, and construction support services

COUNCIL ACTION/DIRECTION:

Approve resolution for purchasing agreement



**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/CONTRACT WITH GMCIVIL, FOR LINK ROAD PAVING AND DRAINAGE CONSTRUCTION PLANS, IN AN AMOUNT NOT TO EXCEED \$99,900; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town has selected GMcivil for the design of a link road to service the Chadwick Farms Mixed Use Development; and

WHEREAS, this link road will enhance the accessibility of the new StarCenter Sports venue; and

WHEREAS, the cost for design services includes construction plans, permits, and support services; and

WHEREAS, the quoted price for these services is an amount not to exceed \$99,900.

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 manager is authorized to execute an amended contract with GMcivil for construction plans and design services of the Chadwick Farms Mixed Use development link road, in an amount not to exceed \$99,900.

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary



March 20, 2024

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

Re: Proposal for Professional Services for the Design of Link Road Through the Chadwick Farms Mixed Use Development in Support of Sports Venue, Located in the Town of Northlake, Texas

Dear Mr. Corn:

We at GMcivil appreciate the opportunity to provide you with this proposal for professional services for the design of a Link Road through the Chadwick Farms Mixed Use Development to serve the proposed Sports Venue.

Based on our understanding, the following represents the scope of services we believe necessary to successfully complete the requested program of work. All references herein to the Town of Northlake and Denton County shall be denoted as the "Town" and "County" respectively.

SCOPE OF BASIC SERVICES

1. Link Road Paving and Drainage Construction Plans – GMcivil will prepare paving and drainage plans and specifications for the Link Road, a distance of approximately 3,200 linear feet. (This includes ~2,900 linear feet of the east-west road and ~300 linear of the north-south road at the west end of the site. The Link Road is currently proposed as a two-lane 24-foot-wide road located within a 50-70-foot-wide right-of-way. The paving plan will be a horizontal layout suitable for construction staking prepared in accordance with the recommendations of the project geotechnical consultant or as specified by Town standard specifications. No structural paving design is to be performed by GMcivil. Earthwork calculations will be based on shrinkage and swell factors as provided by the geotechnical consultant. GMcivil will submit this information to the Town and provide technical support to facilitate acceptance.
2. TXDOT Approvals
 - a. Conceptual Plan for Access Permits – GMcivil will prepare a conceptual plan in support of the three (3) proposed driveway connections and accompanying deceleration lanes to the US Highway 114 frontage road in accordance with the requirements of TXDOT. GMcivil will submit the

Conceptual Access Plan to TXDOT and provide technical support to facilitate acceptance.

- b. Access Permitting – GMcivil will prepare a TXDOT driveway access permit for all three driveway connections to the frontage road. GMcivil will submit this information to TXDOT in conjunction with the construction plans and provide technical support to facilitate acceptance.
- c. Driveway Connections and Deceleration Lanes Construction Plans - GMcivil will prepare plans and specifications for the three access drives and deceleration lanes from the frontage into the project.
 - i. Deceleration Lane #1 – 600 Linear Feet
 - ii. Deceleration Lane #2 – 350 Linear Feet
 - iii. Deceleration Lane #3 – 410 Linear Feet

The plans will be prepared in accordance with the requirements of TXDOT. The paving plan will be a horizontal layout suitable for construction staking prepared in accordance with the recommendations of the project geotechnical consultant or as specified by TXDOT standard specifications. No structural paving design is to be performed by GMcivil.

- 3. Construction Support Services – During the construction of the improvements, GMcivil will perform general support services relative to the civil construction plans prepared by GMcivil, to include:
 - Issuance of bidding documents in DWG and PDF formats for posting on the Town's purchasing website.
 - Attendance at pre-bid and pre-construction meetings.
 - Participation in the final inspection and preparation of punchlist items.
 - Review of pay requests and change orders if necessary.
 - Responses to requests for information (RFIs).
 - Design changes due to field conditions.
 - Design changes due to Client request.
 - Assist the Client in identifying construction issues as they arise during the normal course of the project and provide solutions, as appropriate.

When requested by the Client, GMcivil will visit the site to observe the progress and quality of the work completed by the Contractor. Please note that such visits and observations are not intended to be an exhaustive check or detailed inspection of the Contractor's work, but rather to allow GMcivil, as an experienced professional, to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the contract documents.

- 4. Construction Staking Services – GMcivil will provide construction staking for all improvements for which we prepare construction plans. Necessary re-staking will be considered a Special Service and will be billed on an hourly reimbursable basis according to our standard rates. This will include all driving time necessary and office computations.

Additional Items:

- Record Drawings - GMcivil will produce one set of final record drawings in both paper and electronic format in accordance with the requirements of the Town and County, if applicable. The record drawings will be prepared using information provided by the contractor.
- CAD Files - GMcivil will provide CAD files of plans and other requisite documents to Client's consultants and franchise utility providers serving the project and/or designated by the Owner upon execution of GMcivil's standard waiver of liability. If such franchise utility providers supply design layouts to GMcivil, GMcivil will forward the same to the Owner for review and/or approval. GMcivil will coordinate with the Owner regarding utility easements requested by the franchise utility providers prior to adding such easements to the plans.

Items Not Included in Scope of Basic Services:

- SWPPP - GMcivil recommends the Client obtain a SWPPP from a qualified consultant. This should include periodic inspection of all Erosion Control facilities pursuant to current TCEQ regulations. GMcivil will provide an Erosion Control Plan and other requisite documents to and otherwise coordinate with the consultant of the Client's choice at no additional charge.
- Flood Study
- Geotechnical Engineering
- Environmental Engineering
- Traffic Impact Analysis (TIA)
- Landscape, hardscape, and irrigation plans.
- Retaining wall design
- Structural engineering, analyses, and/or inspections of items not identified above.
- Any other service not specifically identified above.

COMPENSATION

Fees for the Scope of Basic Services specified above are set forth in **Exhibit A**.

- Fees shall be considered lump sum and will be invoiced on a percentage of completion basis as determined by GMcivil, unless otherwise specified on **Exhibit A**.
- Third Party Fees - All application fees, permit fees, plan review fees, filing fees, and other third-party fees shall be the responsibility of the Client.
- Other Costs - It is the intention of GMcivil that all reasonable costs for reproduction and mileage are included in our fee schedule.
- Additional Services - Any work not contained within the Scope of Basic Services will be considered "Special Services" and billed at our standard hourly rates. No professional services requiring compensation as Special Services will be performed without prior approval.

Please review the terms of this proposal, including the General Conditions of Agreement, carefully. If you are in agreement, please sign and return a copy to this office for our records. Your signature will serve as our authorization to proceed. We sincerely appreciate the opportunity to provide you with these professional services. If you have any questions regarding this proposal, please feel free to call.

Sincerely,
GMcivil

A handwritten signature in blue ink, appearing to read 'E. Eckart', written over the printed name.

Edward W. Eckart, P.E.
President

APPROVED:

Name / Title



Exhibit A
Town of Northlake, Link Road Services
Schedule of Fees

		<u>Value</u>	<u>Contract Method</u>	<u>Amount</u>
1	Link Road Paving and Drainage Plans (3,200 LF)	43,200	lump sum	43,200
2	TXDOT Approvals			
a	Conceptual Plan for Access Permits	1,900	lump sum	1,900
b	Access Permitting	3,200	lump sum	3,200
c	Drive Connection & Deceleration Lane Plans			
i	- Deceleration Lane #1 (600 LF)	16,400	lump sum	16,400
ii	- Deceleration Lane #2 (350 LF)	9,600	lump sum	9,600
iii	- Deceleration Lane #3 (410 LF)	11,200	lump sum	11,200
3	Construction Support Services	2,100	lump sum	2,100
4	Construction Staking Services			
a	Link Road Paving and Drainage	7,500	lump sum	7,500
b	Deceleration Lanes	4,800	lump sum	4,800
	Total			99,900.00

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Texas Local Government Code Chapter 253
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, declaring certain personal property owned by the Town of Northlake to be surplus property and authorizing the Town Manager to dispose of such property
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.1 - Sustain the low property tax rate

BACKGROUND INFORMATION:

- State law allows municipalities to dispose of surplus property
- Governing body designates responsible party for disposition of surplus property
- Available disposition methods: auction, destruction, department use or donation
- Equipment below no longer in use:
 - (1) 2018 Ford F-150 Pickup, VIN: 1FTFX1E52JKC97567
 - (1) mobile TV cart
 - (1) AmpliVox lecturn
 - (2) Ballistic Vests

COUNCIL ACTION/DIRECTION:

Declare property surplus and authorize Town Manager to dispose



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS DECLARING CERTAIN PERSONAL PROPERTY OWNED BY THE TOWN TO BE SURPLUS PROPERTY AND AUTHORIZING THE TOWN MANAGER TO DISPOSE OF SUCH PROPERTY; AND PROVIDING AN EFFECTIVE DATE

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

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

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

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS 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 and determines that the property identified on the attached Exhibit "A", which is hereby incorporated and made part of this Resolution as if set forth fully at length is no longer necessary for the operations of the Town of Northlake and is hereby declared to be surplus property in accordance with the Texas Government Code.

Section 3. The Town Manager is hereby directed to take all reasonable steps to dispose of such items of surplus property and the proceeds there from shall be deposited to the General Fund or appropriate fund.

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

Public Works

PROPERTY	MAKE/MODEL	SERIAL NUMBER
Pickup Truck	2018 Ford F-150	1FTFX1E52JKC97567

Town Hall

PROPERTY	MAKE/MODEL	SERIAL NUMBER
Office Supplies	Mobile TV Cart	N/A
Office Supplies	AmpliVox Lectern	N/A

Police Department

PROPERTY	MAKE/MODEL	SERIAL NUMBER
Ballistic Vest	Point Blank Enterprises	220000295073
Ballistic Vest	Point Blank Enterprises	220000295071

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

REF. DOC.: Town of Northlake Investment Policy; Texas Public Funds Investment Act

SUBJECT: Consider a resolution of the Town of Northlake, Texas approving an agreement with Valley View Consulting, L.L.C., for investment advisory services for a two-year term; and authorizing the Town Manager to execute said agreement on behalf of the Town of Northlake

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

BACKGROUND INFORMATION:

- Texas Public Funds Investment Act allows for contracts for investment advisory services
- Investment advisors provide expertise and specialization to assist with investment strategies
- Size of Town's investment portfolio and future bond proceeds would benefit from specialized investment knowledge and services
- Valley View Consulting, L.L.C. investment advisory services include:
 - Public Funds Investment Act and Town Investment Policy compliance
 - Investment policy review
 - Development of historical cash flow model for all non-Capital Improvement Program (CIP) funds
 - Project management assistance to model probable CIP draw schedules
 - Strategic advice to achieve investment objectives
 - Complete analysis of authorized investment types
 - Communication, reporting, and training
 - Management of investment providers and required documentation
 - Long range portfolio strategy
 - Quarterly investment reporting

COUNCIL ACTION/DIRECTION:

Approve resolution and agreement for investment advisory services from Valley View Consulting, L.L.C.



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPROVING AN AGREEMENT WITH VALLEY VIEW CONSULTING, L.L.C., FOR INVESTMENT ADVISORY SERVICES FOR A TWO-YEAR TERM; AND AUTHORIZING THE TOWN MANAGER TO EXECUTE SAID AGREEMENT ON BEHALF OF THE TOWN OF NORTHLAKE, TEXAS.

WHEREAS, the Public Funds Investment Act (PFIA), Chapter 2256 provides for the investment of public funds; and,

WHEREAS, it is in the best interest of the Town of Northlake (Town) to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the PFIA; and,

WHEREAS, investment advisors possess knowledge, expertise and specialization, providing investment information and recommendations related to complying with the PFIA, developing appropriate investment policies and strategies, monitoring market conditions, overseeing risk/return analysis, and diversification of the portfolio; and,

WHEREAS, Valley View Consulting, L.L.C., an SEC registered investment advisor, has submitted a proposal to provide non-discretionary management of the Town's investment portfolio; and, Town staff have found Valley View Consulting, L.L.C. to be a responsible and eligible firm for the provision of advisory services.

WHEREAS, the Town desires to engage Valley View Consulting, L.L.C., for such purposes; and,

WHEREAS, investment advisory service is a professional service, and as such, bidding requirements are not applicable; and

WHEREAS, in compliance with the PFIA, a contract for investment advisory services must be approved by the governing body by order, ordinance, or resolution for a term not to exceed two years.

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 Manager is hereby authorized and directed to execute any and all contracts and other documents, incident to the Agreement between the Town and Valley View Consulting, L.L.C. for investment advisory services. That the Town Council of the Town of Northlake, Texas approves an Agreement with Valley View Consulting, L.L.C., for investment advisory services for a two-year term; and further authorizes the Town Manager to execute said Agreement on behalf of the Town of Northlake, Texas.

Section 3. That this Resolution is effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

PROFESSIONAL INVESTMENT SERVICES AGREEMENT
BY AND BETWEEN
THE TOWN OF NORTHLAKE, TEXAS
AND
VALLEY VIEW CONSULTING, L.L.C.

It is understood and agreed that the Town of Northlake, a Texas home-rule municipality (the “*Investor*”) will have money available for investment (the “*Investable Funds*”) in accordance with Texas Gov’t Code Ch. 2256 and other applicable law, and Valley View Consulting, L.L.C. (the “*Advisor*”) has been requested to provide professional services to the Investor with respect to the Investable Funds. This Professional Investment Services Agreement (the “*Agreement*”) constitutes the complete understanding of the parties with regard to the subject matter hereof.

1. This Agreement shall apply to any and all Investable Funds of the Investor from time to time during the period in which this Agreement is effective.
2. The Investor has determined that the Advisor is the most highly qualified provider of professional services provided in this Agreement pursuant to Texas Gov’t Code Ch. 2254, and the Advisor agrees to provide its professional services to direct and coordinate all programs of investing as may be considered and authorized by the Investor.
3. The Advisor agrees to perform the following duties, as requested:
 - a. Assist the Investor in developing cash flow projections;
 - b. Suggest appropriate investment strategies to achieve the Investor’s objectives;
 - c. Advise the Investor on market conditions, general information and economic data;
 - d. Analyze risk/return relationships between various investment alternatives;
 - e. Attend occasional meetings as requested by the Investor;
 - f. Assist in the selection, purchase, and sale of investments. The Advisor shall not have discretionary investment authority over the Investable Funds and the Investor shall make all decisions regarding purchase and sale of investments. The eligible investments are listed in the Investor’s Investment Policy, which was adopted by the Northlake Town Council in accordance with Texas law;
 - g. Advise on the investment of bond funds as to provide the best possible rate of return to the Investor in a manner which is consistent with the proceedings of the Investor authorizing the investment of the bond funds or applicable federal rules and regulations;
 - h. Assist the Investor in creating investment reports in compliance with State legislation and the Investor’s Investment Policy;
 - i. Assist the Investor in creating monthly portfolio accounting reports; and

- j. Assist the Investor in selecting a primary depository services financial institution.
4. The Investor agrees to:
- a. Compensate the Advisor for any and all services rendered and expenses incurred as set forth in Appendix A attached hereto;
 - b. Provide the Advisor with the schedule of estimated cash flow requirements related to the Investable Funds, and will promptly notify the Advisor as to any changes in such estimated cash flow projections;
 - c. Allow the Advisor to rely upon all information regarding schedules, investment policies and strategies, restrictions, or other information regarding the Investable Funds as provided to it by the Investor and that the Advisor shall have no responsibility to verify, through audit or investigation, the accuracy or completeness of such information;
 - d. Recognize that there is no assurance that recommended investments will be available or that such will be able to be purchased or sold at the price recommended by the Advisor; and
 - e. Not require the Advisor to place any order on behalf of the Investor that is inconsistent with any recommendation given by the Advisor or the policies and regulations pertaining to the Investor.
5. In providing the investment services in this Agreement, it is agreed that the Advisor shall have no liability or responsibility for any loss or penalty resulting from any investment made or not made in accordance with the provisions of this Agreement, except that the Advisor shall be liable for its own gross negligence or willful misconduct; nor shall the Advisor be responsible for any loss incurred by reason of any act or omission of any broker, selected with reasonable care by the Advisor and approved by the Investor, or of the Investor's custodian. Furthermore, the Advisor shall not be liable for any investment made which causes the interest on the Investor's obligations to become included in the gross income of the owners thereof.
6. The fee due to the Advisor in providing services pursuant to this Agreement shall be calculated in accordance with Appendix A attached hereto, and shall become due and payable as specified. Any and all expenses for which the Advisor is entitled to reimbursement in accordance with Appendix A attached hereto, shall become due and payable at the end of each calendar quarter in which such expenses are incurred.
7. This Agreement shall expire March 31, 2026, with the option of the Investor to extend the Agreement for additional two-year terms, upon the mutual written agreement of the parties. The Investor or Advisor may terminate this Agreement upon thirty (30) days written notice to the other party. In the event of such termination, it is understood and agreed that only the amounts due to the Advisor for services provided and actual expenses incurred to and including the date of termination will be due and payable. No penalty will be assessed for termination of this Agreement. In the event this Agreement is terminated, all investments and/or funds held by the Advisor shall be returned to the Investor without

delay. In addition, the parties hereto agree that upon termination of this Agreement the Advisor shall have no continuing obligation to the Investor regarding the investment of funds or performing any other services contemplated herein.

8. The Advisor reserves the right to offer and perform these and other services for various other clients. The Investor agrees that the Advisor may give advice and act with respect to any of its other clients, which may differ from advice given to the Investor. The Investor agrees to coordinate with and avoid undue demands upon the Advisor to prevent conflicts with the performance of the Advisor towards its other clients.

9. The Advisor shall not assign this Agreement without the express written consent of the Investor.

10. The Advisor shall perform its obligations under the Agreement as an independent contractor and shall not be considered an agent, representative, or employee of the Investor for any purpose whatsoever, including, but not limited to, entitlement to Investor employee benefits. Furthermore, the Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained in the Agreement shall create a contractual relationship with, or any rights in favor of, any third-party.

11. The Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas, without regard to conflict of law or choice of law principles of Texas or of any other state or country. The obligations of the parties to the Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under the Agreement, exclusive venue shall lie in Denton County, Texas.

12. By initialing the appropriate line, Investor acknowledges that:

- 1) X Investor was provided a written copy of Form ADV Part 2 not less than 48 hours prior to entering into this written contract, or
- 2) Investor received a written copy of Form ADV Part 2 at the time of entering into this contract and has the right to terminate this contract without penalty within five business days after entering into this contract.
- 3) Investor is renewing an expiring contract and has received in the past, and offered annually, a written copy of Form ADV Part 2.

When accepted by the Investor, this Agreement, together with Appendix A attached hereto, will constitute the entire Agreement between the Investor and the Advisor for the purposes and the consideration herein specified. This Agreement is hereby agreed to and executed on behalf of Valley View Consulting, L.L.C., and the Town of Northlake, Texas, to be effective on the last date below.

Valley View Consulting, L.L.C. (Advisor)

Town of Northlake, Texas (Investor)

By: _____
Richard G. Long, Jr., Manager

By: _____
Drew Corn, Town Manager

Date: _____

Date: _____

APPENDIX A

FEE SCHEDULE AND EXPENSE ITEMS

In consideration for the services rendered by the Advisor in connection with the investment of the Investable Funds for the Investor, it is understood and agreed that its annual fee will be 0.05% (5 basis point) of average portfolio Book Value reported in the quarterly investment report.

Said fee shall be prorated and due and payable at the end of each investment quarter.

In the event a flexible repurchase agreement or other similar investment option is utilized, the Advisor shall receive a normal and customary fee within the guidelines of the Internal Revenue Service, in lieu of the Agreement Fee.

Said fee includes all costs of services related to this Agreement, and all travel and business expenses related to attending regularly scheduled occasional meetings. With pre-trip Investor approval, the Advisor may also request reimbursement for special meeting or event travel and business expenses. The obligation of the Advisor to pay expenses shall not include any costs incident to litigation, mandamus action, test case or other similar legal actions.

Any other fees retained by the Advisor shall be disclosed to the Investor.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
Section: 5. ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

REF. DOC.: Town of Northlake Fiscal Year 2023-2024 Adopted Budget; Chapter 552, Subchapter C, Texas Local Government Code

SUBJECT: Consider an ordinance of the Town of Northlake, Texas, amending the Code of Ordinances by creating new subsections under chapter "12" "Utilities" to establish a Municipal Drainage Utility System; providing for drainage service, billing, exemptions, drainage charges, and appeals; providing a severability clause; providing a savings clause; providing that this ordinance is cumulative; providing a penalty for violation; providing for publication; and providing an effective date

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan, Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- Municipal Separate Storm Sewer System (MS4) Permit
 - Town's size requires a Municipal Separate Storm Sewer System (MS4) Permit
 - MS4 permit required by Federal and State agencies for regulation and management of urban stormwater runoff
 - \$150K study is required as part of the MS4 permit process
- Drainage Fee
 - Monthly \$5 fee for residential household (excludes Harvest)
 - Commercial accounts charged at a rate based on amount of impervious surface area
 - Feasibility study estimated fee to generate about \$300K annually prior to exceptions
 - Mid-year implementation estimated to cover the costs of the MS4 study
- Adoption and Implementation of fee
 - Hold separate public hearings for the creation of a drainage utility and the adoption of a drainage fee
 - Consider and approve separate ordinances for the creation of a drainage utility and adoption of a drainage fee
 - If approved, fee will be applied to the May 2024 utility bill

COUNCIL ACTION/DIRECTION:

Approve or deny an ordinance adopting a drainage utility for the Town of Northlake



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE CODE OF ORDINANCES BY CREATING NEW SUBSECTIONS UNDER CHAPTER "12" "UTILITIES" TO ESTABLISH A MUNICIPAL DRAINAGE UTILITY SYSTEM; PROVIDING FOR DRAINAGE SERVICE, BILLING, EXEMPTIONS, DRAINAGE CHARGES, AND APPEALS; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, has investigated and determined that it would be advantageous and beneficial to the citizens of the Town to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System; and

WHEREAS, the Town Council further investigated and determined that it would be in the best interest of the citizens to adopt the Municipal Drainage Utility Systems Act as set forth in Chapter 552, Subchapter C, Texas Local Government Code, as amended ("Act"); and

WHEREAS, the Town Council hereby adopts the Act and incorporates it herein in its entirety for all purposes; and

WHEREAS, the Town Council finds that the drainage of the Town is a public utility within the meaning of the Act; and

WHEREAS, the Town Council further finds that the Town will establish a schedule of drainage charges against all real property in the proposed service area(s) which included the entire Town subject to charges under this Ordinance; and

WHEREAS, the Town Council further finds that the Town will provide drainage for all real property in the proposed service area(s) on payment of drainage charges, except real property exempted under the Act or pursuant to this Ordinance; and

WHEREAS, the Town Council further finds that the Town will offer drainage service on nondiscriminatory, reasonable and equitable terms;

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. Chapter “12”, “Utilities”, of the Code of Ordinances, Town of Northlake is hereby amended by adding subsection 12.09 as follows:

§ 12.09 Municipal Drainage Utility System

§ 12.09.001 Creation and Administration

The Municipal Drainage Utility Systems Act, Chapter 552, Subchapter C, Texas Local Government Code, as amended (the “Act”), is hereby adopted and shall be fully implemented as provided by the Act and by the Town Council; and the drainage of the Town is hereby found to be a public utility within the meaning of the Act.

§ 12.09.002 Drainage Service Provided

The Town will provide storm water drainage for all real property within its boundaries upon payment of the determined drainage charges, as defined in the Act, and excluding property exempt under the Act and certain real property exempted pursuant to this Article, and that the fees, assessments, and charges will be based on nondiscriminatory, reasonable and equitable terms. The drainage charges established herein shall be for all non-exempt benefitted property as defined in the Act within the Town drainage system.

§ 12.09.003 Billing for Drainage Service

The Town is hereby authorized to bill the drainage charges incurred as a result of the adoption of the Act and through the establishment of the municipal drainage utility system. The drainage charge shall be separately identified from other public utility billings. Drainage charges may only be expended for the costs of service as defined by the Act.

§ 12.09.004 Exemptions Authorized

The Town is authorized to exempt certain property, entities or persons from all ordinances, resolutions, and rules which the Town may adopt from time to time in connection with the adoption of the Act and the establishment of its municipal drainage utility system. Any exemptions to the drainage charges established herein other than the exemptions required by the Act shall be set forth in the drainage charge schedule.

§ 12.09.005 Charges

a. The Town Council shall, following the adoption of this Article, from time to time establish by ordinance a drainage charge schedule for charges which shall be collected through the Town's bill for public utilities pursuant to the Act and other applicable law. There shall be a drainage charge on each monthly public utility statement for the Town drainage system as set forth in the drainage charge schedule. The Town Manager, or designee, is authorized to collect such charges in a manner consistent with the Town Charter, the Act and this Article. The drainage charges shall be a separate line item on the public utility statement and shall be clearly identified as a separate charge. Except, as otherwise provided herein, the billing, charges and collection procedures shall be consistent with the Town collection procedures for water and sewer services provided by the Town.

b. The drainage charges established pursuant to this Article will apply to the accounts maintained by the Town for public utility services.

c. All billings, credits, exemptions and other procedures relating to drainage charges established pursuant to this Article shall be subject to the provisions of the Act and other applicable law.

d. A deposit for the drainage services as a precondition to accepting surface flow from benefitted property into the Town drainage utility system shall not be required. All real property of the Town will be provided with drainage utility system service on timely payment of drainage charges established herein.

§ 12.09.006 Appeals

a. Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the Town for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may appeal the drainage charges established herein pursuant to this procedure set forth in this section.

b. Appeals for the following reasons shall be directed to the Director of Finance for evaluation and determination. An appeal shall be in writing and submitted to the Director of Finance within thirty (30) days after the public utility billing statement containing the matter to be disputed. During all periods of appeal, the person or entity that owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full, except for when:

a. exempt property has been assessed a drainage charge;

b. a drainage charge for an individual property is assessed on more than one public utility account; or

c. a drainage charge is assessed to individual property outside the Town's jurisdictional area.

c. The Director of Finance shall render a written decision on such appeals within thirty (30) days after receiving a timely written notice of appeal from the person or entity that owns or occupies the benefitted property and/or the account holder. The Director of Finance shall deliver a copy of the appeal decision to the person or entity that owns or occupies the benefitted property and/or the account holder by U.S. mail to the address of the landowner/account holder according to the most recent records in the possession of the Town.

d. Appeals for claims that the drainage charge for an individual property is based on an incorrect determination of the property's contribution to the drainage utility system as established in the Town drainage charge schedule shall be directed to the Director of Public Works for evaluation and determination. An appeal pursuant to section 12.09.005(d) shall be in writing and submitted to the Director of Public Works within thirty (30) days after the public utility billing statement containing the matter to be disputed. Those seeking an appeal for an incorrect determination of the property's contribution to the drainage utility system must provide their own proof or determination of the correct contribution, which may include an engineer's opinion. The Town will not be responsible for any expenses incurred by the individual seeking appeal when gathering proof for providing their own determination. During all periods of appeal, the person or entity that owns or occupies the benefitted property and/or the account holder shall be responsible for payment of the charges in full.

e. Any person or entity who owns or occupies the benefitted property and/or the account holder who disagrees with the decision of the Director of Finance or the Director of Public Works, as the case may be, may appeal such decision to the Town Manager in writing within ten (10) days after receipt of the decision of the Director of Finance or the Director of Public Works, as the case may be. The decision of the Town Manager shall make a written decision within thirty (30) days after receipt of a timely appeal. The decision of the Town Manager shall be final.

§ 12.09.006 Penalties & Enforcement

Billing and payment disputes for administrative issues relating to the drainage charges shall be subject to appeals procedures used by the Town for other public utility billing disputes. A person or entity that owns or occupies a benefitted property may appeal the drainage charges established herein pursuant to this procedure set forth in this section.

Section 3.

Any person, firm or corporation violating any of the provisions of this Ordinance shall be punished in accordance with 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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

REF. DOC.: Town of Northlake FY 203-2024 Budget; Chapter 552, Subchapter C, Texas Local Government Code

SUBJECT: Consider an Ordinance of the Town of Northlake, Texas amending the Code of Ordinances Article A4.000 "Water and Sanitary Sewer Service Fees", of Appendix A "Fee Schedule" by adopting a new Section A4.004 setting charges for a drainage utility fee schedule; providing that this ordinance is cumulative; providing a severability clause; providing a penalty for violation; providing a savings clause; providing for publication; and providing for an effective date

i. Public Hearing

ii. Consider Approval

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

BACKGROUND INFORMATION:

Drainage Fee

- Monthly \$5 fee for residential households (excludes Harvest)
- Commercial to be charged a fee based on impervious area and a median equivalent residential unit (ERU) of 5,000 sq ft
- Fee table and example commercial calculation:

Property Type	Monthly Drainage Utility Fee per ERU
Single-Family Residential	\$5.00
Commercial and Non-Residential Property	\$5.00

* Median ERU for impervious area is 5,000 sq ft

Calculation for commercial and non-residential monthly drainage fee:

$$\text{Monthly Fee} = \text{Monthly Fee per ERU} \times \left(\frac{\text{Impervious surface of property}}{\text{Median ERU for impervious area}} \right)$$

Example for commercial property with 25,000 sq ft of impervious area

$$\$25 = \$5.00 \times \left(\frac{25,000}{5,000} \right)$$

COUNCIL ACTION/DIRECTION:

Approve or deny ordinance adopting a drainage utility fee for the Town of Northlake



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE CODE OF ORDINANCES AND APPENDIX "A" "FEE SCHEDULE," ARTICLE 4.000 "WATER AND SANITARY SEWER SERVICE FEES," BY CREATING NEW SUBSECTIONS WITH FEES FOR MUNICIPAL UTILITY DRAINAGE SYSTEM FEE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Northlake, Texas has previously investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Northlake, Texas to promote the public health, safety and welfare of the citizens to adopt a Municipal Drainage Utility System; and

WHEREAS, the Town Council has created a Municipal Drainage Utility System as authorized by Chapter 552, Subchapter C, Texas Local Government Code, as amended, ("the Act") pursuant to Ordinance No. _____, which is to be codified as Chapter 12.09, "Municipal Drainage Utility System", of the Code of Ordinances; and

WHEREAS, pursuant the Act, the Town Council has investigated and determined that a schedule of drainage fees shall be applied against all real property in the proposed service area(s); and

WHEREAS, the Town Council further finds that it would be in the best interest of its citizens to amend the Code of Ordinances to adopt the drainage utility system charges to be collected in support of operation of the Town's drainage utility system:

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. Appendix "A", "Fee schedule," Article 4.000 of the Code of Ordinances, Town of Northlake is hereby amended by adding subsection A4.004 as follows:

"§ A4.004 Municipal Drainage Utility System Fee Schedule

(a) Drainage utility fees for residential properties shall be a flat rate charge per property per month and shall be established by resolution of the Town Council. Despite some variability in residential impervious areas, the Town has determined to charge each residential property the same and set each equal to one (1) Equivalent Residential Unit or ERU.

(b) Commercial and non-residential properties will be charged based on a property's contribution to the public drainage utility system. This contribution shall be based on the impervious area for the property and will be charged monthly as a separate item on their utility bill.

(c) To maintain equity in billing, commercial and non-residential properties will be charged a fee equal to the residential flat monthly rate times the properties impervious area divided by the Equivalent Residential Unit or ERU. The ERU will be set to the median residential impervious area, which has been determined to be 5,000 square feet.

(d) The drainage utility fee, payable monthly, shall be established with respect to all applicable properties within the Town and charged according to the following schedule:

Property Type	Monthly Drainage Utility Fee per ERU
Single-Family Residential	\$5.00
Commercial and Non-Residential Property	\$5.00

(1) Example Commercial and Non-Residential Calculation:

As an example, if the commercial or non-residential property is determined to have 25,000 square feet of impervious area, its monthly fee would be set equal to:

Fee per ERU x (Impervious Area / ERU median impervious area)

Example Calculation: \$5 x (25,000 / 5,000) = \$5 x 5 ERUs = \$25 monthly fee

(e) The following property shall not be assessed a drainage utility fee:

(1) Property owned by the following public governmental entities:

- a. The State of Texas
- b. The County of Denton
- c. The Town of Northlake

(2) Property held and maintained in its natural state, until such time that the

property is developed, and all of the public infrastructure constructed has been accepted by the Town in which the property is located for maintenance.

(3) Property with proper construction and maintenance of a wholly sufficient and privately owned drainage system

(4) A subdivided lot, until a structure has been built on the lot and a Certificate of Occupancy has been issued by the Town.)

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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
REF. DOC.: Town of Northlake Town Charter; Fiscal Year 2023-2024 Adopted Budget
SUBJECT: Consider an Ordinance of the Town of Northlake, Texas, amending the Adopted Budget for Fiscal Year October 1, 2023, through September 30, 2024; providing that expenditures for the said fiscal year shall be made in accordance with the said Amended Budget
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan, Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources

BACKGROUND INFORMATION:

- Mid-Year amendments fall under three categories:
 - Mid-year 3% Cost of Living Adjustment
 - Additional positions
 - Building finish-out expenses
- Total Budget Amendment: \$547,000
 - General Fund:
 - \$168,000 for 3% Cost of Living Adjustment for all employees
 - \$126,900 for Police Captain (includes car and officer furniture)
 - \$57,600 for Patrol Officer
 - \$50,000 for Police Criminal Investigations Division building finish-out
 - Hotel Occupancy Fund
 - \$2,500 for 3% Cost of Living Adjustment
 - EDC/CDC
 - \$6,000 for 3% Cost of Living Adjustment
 - Water and Wastewater Fund
 - \$92,000 for 3% Cost of Living Adjustment
 - \$44,500 for new equipment operator position

COUNCIL ACTION/DIRECTION:

Approve Budget Amendment #1 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; AND PROVIDING AN EFFECTIVE DATE

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 2023-2034; 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 years 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 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, as itemized by a true and correct copy of the amended General Fund, Hotel Occupancy Fund, Economic Development Corporation Fund, and Community Development Corporation Fund, Water and Wastewater 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 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 April 11, 2024.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

Fund	Amendment Type	Budget Total	Amendment Amount	Amended Budget
General	Revenue	(10,252,255.00)	(405,482.00)	(10,657,737.00)
General	Expenditure	10,069,128.00	402,500.00	10,471,628.00
Hotel Occupancy	Expenditure	82,116.00	2,500.00	84,616.00
EDC	Revenue	(650,500.00)	(61,118.00)	(711,618.00)
CDC	Revenue	(650,500.00)	(61,118.00)	(711,618.00)
EDC	Expenditure	1,442,404.00	3,000.00	1,445,404.00
CDC	Expenditure	1,442,404.00	3,000.00	1,445,404.00
Water/Wastewater	Expenditure	31,273,399.00	136,500.00	31,409,899.00
		\$ 32,756,196.00	\$ 19,782.00	\$ 32,775,978.00
Total Fiscal Impact of Amendment #1			\$ 19,782.00	

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024
Section: 6. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

Section: 7. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: April 11, 2024

Section: 8. ADJOURN
