



**NORTHLAKE TOWN COUNCIL  
REGULAR MEETING AGENDA  
AMENDED APRIL 10, 2025, 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 10, 2025, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127. The following items will be considered:

**1. CALL TO ORDER**

- A. Roll Call, Invocation, Pledge of Allegiance

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

The following will be addressed:

- A. Employee Anniversary - Michael Coleman, Police Department - 5 Years
- B. Announcement - Government Finance Officers Association's Distinguished Budget Presentation Award
- C. Briefing - Cellular Meter Project and EyeOnWater Service
- D. Briefing - 2025 Northlake Resident Survey Results

**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**

All the items on the Consent Agenda are considered to be routine, or self-explanatory, or have been previously discussed by the Town Council and will be enacted with one motion, one second, and one vote. Any Councilmember 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 13, 2025
- B. Consider approval of a Resolution of the Town of Northlake, Texas, Appointing a Voting Director or Voting Directors to the Northlake Municipal Management District No. 2 of Denton County

- C. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement with GSBS Architects (GSBS), for Architecture design services for the Public Works Building, for a total estimated cost of \$1,074,000
- D. Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Harris Hughey as Municipal Court Judge for a two year term beginning May 2025 and ending May 2027
- E. Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Alissa A. Janke as Alternate Municipal Court Judge for a term beginning May 2025 and ending May 2027
- F. Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Stephanie Askew as Alternate Municipal Court Judge for a term beginning May 2025 and ending May 2027
- G. Consider approval of an Ordinance of the Town of Northlake, Texas, dedicating as public right of way a certain 0.012 acre portion of property owned by the Town and situated in the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas; authorizing the Town Secretary to record this Ordinance in the official public deed records of Denton County, Texas; and providing an effective date
- H. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the acquisition of a permanent utility easement along the eastern and southern boundary of an 11.5358-acre property generally located south of FM 407 west of the intersection with Faught Road and owned by Northlake Bible Church Inc

5. **ACTION ITEMS**

The Following Items will be Considered:

- A. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing street name changes for sections of Cleveland-Gibbs Road to Gibbs Road, Cleveland Road, and Dale Earnhardt Way, and providing an effective date.
  - i. Public Hearing
  - ii. Consider Approval
- B. Consider approval of an Ordinance of the Town of Northlake, Texas, waiving roadway impact fees for development of a Staybridge Suites hotel located at 3855 Dale Earnhardt Way; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of roadway impact fees
- C. Consider approval of a Joint Resolution of the Town of Northlake, Texas, and Cities/Towns of New Fairview, Rhome, Aurora, Newark, Boyd, Decatur, Justin, and Paradise, to enter into a Regional Animal Control Memorandum of Understanding, to conduct a feasibility study and contribute a proportional share of the cost to conduct the study, in an amount not to exceed \$5,000.00

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 for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for 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.
- iii. Potential annexation and development agreement for Lot 2, Block A, The Hills of Northlake West, approximately 2.125 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Lots 3 & 4, Block A, The Hills of Northlake West, approximately 4.253 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for the Northlake 156 & 114 LP property consisting of 156.8-acre tract of land generally located east of FM 156 at the southern extent of the extraterritorial jurisdiction of the Town.
- vi. Potential annexation and development agreement for property consisting of a 15.1-acre tract of land generally located on the east of Faught Road and north of the Southbay Circle, in the extraterritorial jurisdiction of the Town.
- vii. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- viii. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.
- ix. Potential annexation and development agreement for approximately 278 acres of land generally located east of FM 156 and south of Downe Road partly in the extraterritorial jurisdiction of the Town and partly in the Town limits.

**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 roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.
- ii. Deliberation regarding eminent domain action for the acquisition of the following real properties, for the construction and maintenance of road improvements on Faught Road and other public purposes permitted by law:

- 7325 Faight Road - A1063A Patrick Rock TR 57, 19.834 AC Old DCAD TR #21
- 1412 8th Street - A1063A Patrick Rock TR 57A, 1.246 AC, SN#1 50305118A, SN#2 50305118B
- 7331 Faight Road - A1063A Patrick Rock TR 58, 15.067 AC Old DCAD TR #21C
- 7417 Faith Lane - A1529A Paine TR 3, Document # 2004-6330
- FM 407 & Faight Road - A1063A Patrick Rock TR 63, 75.65 AC Old DCAD TR #33B
- 8080 Faight Road - Northlake Country Estates PH II BLK A Lot 13

**C. Section 551.087 - Economic Development Negotiations**

The Town Council may convene in an executive session to discuss or deliberate regarding commercial or financial information that the Town has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the Town and with which the Town is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business prospect described below.

- i. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2-acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.

**7. RECONVENE INTO OPEN SESSION**

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

- A. Consider a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a development agreement with Chaumont Properties, LLC, providing municipal services and authorizing fee waivers related to the voluntary annexation and development of property consisting of approximately 2.125 acres and being Lot 2, Block A, The Hills of Northlake West, 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 **AMENDED** agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on April 7, 2025, by 5:30 p.m., in accordance with Chapter 551 of the Texas Government Code.



*Zolaina R. Parker*  
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.

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025  
**Section:** 1. CALL TO ORDER

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**

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**DATE:** April 10, 2025

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

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025  
**REF. DOC.:** Employee Anniversary Policy  
**SUBJECT:** Employee Anniversary - Michael Coleman, Police Department - 5 Years  
**GOALS/  
OBJECTIVES:** Protect the Public; 1.5 - Attract and retain top quality staff

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### **BACKGROUND INFORMATION:**

- 5-year service award with Northlake Police Department
- Previously oversaw the day-to-day operations in the Patrol Division
- Currently, oversees the Support Division, which includes Criminal Investigations, Property & Evidence, Fleet, Records, and School Crossing Guards
- Over 37 years of total law enforcement experience

### **COUNCIL ACTION/DIRECTION:**

Provide feedback as Town Council deems necessary

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025  
**REF. DOC.:** FY 2024-2025 Budget; Town of Northlake Fiscal Policies  
**SUBJECT:** Announcement - Government Finance Officers Association's Distinguished Budget Presentation Award  
**GOALS/ OBJECTIVES:** Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan

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### BACKGROUND INFORMATION:

- Town's Fiscal Year 2024-2025 Budget has received the Distinguished Budget Presentation Award from the Government Finance Officers Association (GFOA)
  - Fifth time to receive award
  - Budget must meet nationally recognized principles and guidelines
  - Town at forefront of using and promoting digital budget book meeting GFOA requirements
  - Award demonstrates Town's budget and digital budget book effectively serves as a:
    - Policy document
    - Financial plan
    - Operations guide
    - Communication device
  - Fiscal Year 2024-2025 Digital Budget Book can be found at:  
<https://stories.opengov.com/northlaketx/43be6379-3e3b-4f02-9004-61cc5ed0ff78/published/eOGFPJA2?currentPageId=66f6e08c671783f61234797c>

### COUNCIL ACTION/DIRECTION:

Provide feedback as Council deems necessary



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished  
Budget Presentation  
Award*

PRESENTED TO

**Town of Northlake  
Texas**

For the Fiscal Year Beginning

**October 01, 2024**

*Christopher P. Morrill*

Executive Director



GOVERNMENT FINANCE OFFICERS ASSOCIATION  
**NEWS RELEASE**

**FOR IMMEDIATE RELEASE**

3/6/2025

**For more information, contact:**  
**Technical Services Center**  
**Phone: (312) 977-9700**  
**Email: [budgetaward@gfoa.org](mailto:budgetaward@gfoa.org)**

(Chicago, Illinois)—Government Finance Officers Association is pleased to announce that **Town of Northlake, Texas** received GFOA's Distinguished Budget Presentation Award for its budget.

The award represents a significant achievement by the entity. It reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. In order to receive the budget award, the entity had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entity's budget serves as:

- a policy document
- a financial plan
- an operations guide
- a communications device

Budget documents must be rated "proficient" in all four categories, and in the fourteen mandatory criteria within those categories, to receive the award.

There are over 1,700 participants in the Budget Awards Program. The most recent Budget Award recipients, along with their corresponding budget documents, are posted quarterly on GFOA's website. Award recipients have pioneered efforts to improve the quality of budgeting and provide an excellent example for other governments throughout North America.

*Government Finance Officers Association (GFOA) advances excellence in government finance by providing best practices, professional development, resources, and practical research for more than 22,500 members and the communities they serve.*

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025  
**REF. DOC.:** Capital Improvement Plan  
**SUBJECT:** Briefing - Cellular Meter Project and EyeOnWater Service  
**GOALS/  
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

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### **BACKGROUND INFORMATION:**

- Background
  - Council approved Cellular Meter Project as part of the 2024 and 2025 Capital Improvement Plan
  - Project transitioned the Town's 8,000+ traditional meters to cellular meters
  - Project was funded using water and sewer revenues
    - Original project estimate: \$2,500,000
    - Final project cost: \$2,387,558
    - Project completed under budget by \$112,442 with increased scope
- Project Outcomes
  - Improved customer tools and experience for residents
    - Residents can track and manage water consumption and leaks using real-time data
    - Staff can better identify issues and provide solutions to residents
  - Efficiency Gains
    - Improvement of monthly data collection
    - Shortens and improves utility billing process from a week-and-a-half to a three or four-day process
    - Reduces employee time on meter-related issues, freeing Town staff for other projects
  - EyeOn Water: online application for tracking, monitoring, and reviewing meter information by customer
    - Provides real-time data
    - Data may be accessed through a secure website portal or smartphone app
    - Alerts and notifications may be set up to identify potential leaks
    - Customers visit [www.eyeonwater.com/signup](http://www.eyeonwater.com/signup) or download app
    - Information needed for account creation:
      - Account number (no dashes) from water bill
      - Zip code
      - Email address

### **COUNCIL ACTION/DIRECTION:**

Provide feedback as Town Council deems necessary

# MONITORING YOUR WATER USE

## Keep Track of Your Water Usage with EyeOnWater

We are excited to offer you direct access to your water usage data through EyeOnWater. This innovative tool allows you to monitor your household's water consumption in real-time, helping you to better understand and manage your water use.

### FEATURES OF EYEONWATER:



- **Real-Time Data:** View your water usage in 15-minute, hourly, daily, monthly, and yearly intervals.
- **User-Friendly Interface:** Access your data through a secure website portal or smartphone app.
- **Alerts and Notifications:** Set up alerts to identify potential leaks and avoid high water bills.
- **Empowerment:** Gain insights into your water consumption habits and take control of your water usage.

### HOW TO GET STARTED:

1. Visit [www.eyeonwater.com/signup](http://www.eyeonwater.com/signup) or download the app from the Apple App Store or Google Play Store.
2. Create an account and link it to your water meter.
3. Start monitoring your water usage and set up alerts.

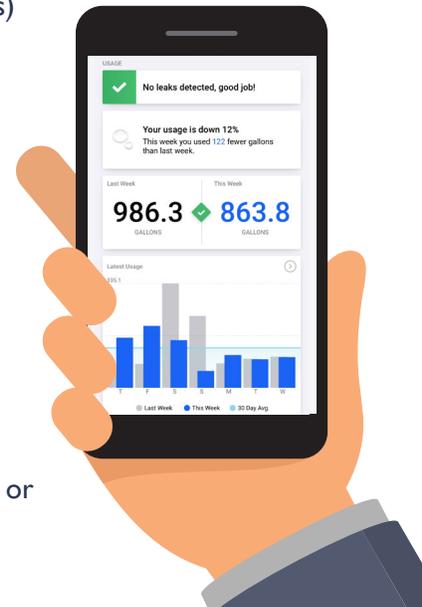


### INFORMATION NEEDED TO CREATE YOUR ACCOUNT:

- Account number (no dashes) from your water bill
- Zip code
- E-mail address

*Note: It may take a few days for your data to appear after your meter is replaced.*

Take advantage of this powerful tool to conserve water and save money. For more information, visit our website, [town.northlake.tx.us](http://town.northlake.tx.us) or contact Utility Billing at 940.648.3290.



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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025  
**REF. DOC.:** 2025 Northlake Resident Survey  
**SUBJECT:** Briefing - 2025 Northlake Resident Survey Results  
**GOALS/  
OBJECTIVES:** Protect the Public; 1.3 - Engage with the community to ensure trust

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### **BACKGROUND INFORMATION:**

- Previous Surveys: 2015, 2016, 2018, 2020, 2022, 2024
- 2025 survey conducted by OnPointe Insights
- Results located at [town.northlake.tx.us/216/Northlake-Resident-Survey](http://town.northlake.tx.us/216/Northlake-Resident-Survey)
  - Survey was open from February 6th - March 7th
  - Total of 1280 respondents (1213 in 2024):
  - Survey questions examined:
    - Town Amenities
    - Town Attributes
    - Development/Growth
    - Safety/Security
    - Operations and Importance/Performance
- Overall perceptions of the Town are favorable
  - Top 3 positive comments:
    - Quiet community rural feel & family oriented
    - Development & positive growth
    - Safety & low crime
  - 75% would refer Northlake to a friend
  - 81% feel a sense of safety in Northlake
  - 76% feel like Northlake is headed in the right direction
  - Common concerns include traffic and road improvements
  - Common requests include parks and trails, restaurants, grocery stores, and retail

### **COUNCIL ACTION/DIRECTION:**

Provide guidance to Town staff as desired

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NORTHLAKE TOWN COUNCIL COMMUNICATION



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**DATE:** April 10, 2025  
**Section:** 3. PUBLIC INPUT

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025

**Section:** 4. CONSENT ITEMS

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**

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**DATE:** April 10, 2025  
**REF. DOC.:** Northlake Home Rule Charter  
**SUBJECT:** Consider approval of the Town Council Meeting Minutes for March 13, 2025  
**GOALS/  
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

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**BACKGROUND INFORMATION:**

- Approval of Minutes:
  - March 13, 2025

**COUNCIL ACTION/DIRECTION:**

Approved Minutes Draft as presented



**NORTHLAKE TOWN COUNCIL  
REGULAR MEETING MINUTES  
TOWN HALL - COUNCIL CHAMBER ROOM  
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226  
MARCH 13, 2025**

The Northlake Town Council convened in a Regular Meeting on March 27, 2025, at 5:30 P.M., in the Northlake Town Hall – Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

**1. CALL TO ORDER**

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

Roll Call:

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

Roger Sessions, Place 4  
MaryL Lorencz, Mayor Pro Tem Place 5  
John Kelley, Place 6 - Arrived at 5:38 p.m.

Also present were:

Drew Corn, Town Manager  
Dean Roggia, Town Attorney  
Zolaina Parker, Town Secretary

- Invocation was given by Pastor Ben Scheck, The Grove Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.
- Mayor Montini mentioned:
  - Trip to Austin to address Legislative Concerns
  - Possible Creation of Zip Code

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

**A. Presentation - Recognition of Town Hall 101 Graduates**

The item was presented by Drew Corn, Town Manager, and Mayor Montini presented the graduates with a Certificate.

**B. Briefing - StarCenter Status**

The item was presented by Lee Lewis and commentary followed.

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

### 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>.

- Joel McGregor, address on file - Starcenter is backed by property taxes; TIRZ concerns and considerations; Lowering property taxes

### 4. CONSENT ITEMS

The Consent Agenda consisted of Items 3.A. - 3.C., and Councilmember Holmes pulled item 3.C. for individual consideration.

Councilmember Sessions moved to approve the Consent Agenda now consisting of Items 3.A., and 3.B. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

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

NAYS (0): None

ABSENT (0): None

- A. Consider approval of the Town Council Meeting Minutes for February 27, 2025

**APPROVED**

- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving the cancellation of the March 27, 2025, Regular Town Council Meeting

**APPROVED RESOLUTION NO. 25-15**

### INDIVIDUAL CONSIDERATION

- C. Consider approval of a Resolution of the Town of Northlake, Texas, awarding Bid No. 25-01 and authorizing the Town Manager to execute an agreement/contract with Conatser Construction, L.P. for construction of Fort Worth Additional Capacity 24" Water Main Phase 1a, in an amount not to exceed \$2,377,088

*ITEM PULLED FOR INDIVIDUAL CONSIDERATION BY COUNCILMEMBER HOLMES*

**APPROVED RESOLUTION NO. 25-16**

The item was presented and discussion followed.

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

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

NAYS (0): None

ABSENT (0): None

5. **ACTION ITEMS**

- A. Consider approval of an Ordinance of the Town of Northlake, Texas, providing for the issuance of Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025 in the estimated principal amount of \$14,910,000; levying a tax in payment thereof; prescribing the form of said certificates and awarding the sale thereof; authorizing the execution and delivery of a paying agent/registrar agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this ordinance

**APPROVED ORDINANCE NO. 25-0313A**

The item was presented and discussion followed.

Councilmember Fowler moved to approve to approve the ordinance authorizing the issuance and sale of the Town of Northlake Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025 in the principal amount of \$15,455,000 as presented. Motion seconded by Councilmember Kelley. Motion Passed.

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

NAYS (0): None

ABSENT (0): None

- B. Consider approval of an Ordinance of the Town of Northlake, Texas, designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the Town of Northlake, to be known as Reinvestment Zone No. 05, Town of Northlake, Texas; establishing the boundaries thereof; providing a savings clause; and providing an effective date

i. Public Hearing

ii. Consider Approval

**APPROVED ORDINANCE NO. 25-0313B**

The item was presented and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 6:06 p.m., with the following coming forward to speak:

- Joel McGregor, address on file - TIRZ is better not giving away money; debt to income ratio and pay more interest; giving away money to pay debts; property value

With no further speakers coming forward, Mayor Montini closed the Public Hearing and reconvened the Regular Meeting at 6:08 p.m.

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

AYES (6): Montini, Lorencz, Holmes, Ganz, Fowler, Kelley

NAYS (1): Sessions

ABSENT (0): None

- C. Consider calling and authorizing a public hearing to be held on April 10, 2025, at 5:30 p.m., at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, regarding the proposed renaming of Cleveland-Gibbs Road  
**PUBLIC HEARING CALLED TO BE HELD ON APRIL 10, 2025**

The item was presented and discussion followed.

Mayor Montini moved to approve item as presented. Motion seconded by Mayor Pro Tem Lorencz. Motion Passed.

AYES (6): Montini, Lorencz, Holmes, Fowler, Sessions, Kelley

NAYS (1): Ganz

ABSENT (0): None

- D. Consider approval of an Ordinance of the Town of Northlake, Texas, waiving water and sewer impact fees for development of the Denton County Emergency Services District No. 1 and No. 2 Fire Station 512 at 3850 Dale Earnhardt Way; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of water and sewer impact fees  
**APPROVED ORDINANCE NO. 25-0313C**

The item was presented and discussion followed.

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

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

NAYS (0): None

ABSENT (0): None

- E. Consider approval of an Ordinance of the Town of Northlake, Texas, waiving roadway impact fees for development of the property located at 7471 Evelyn Lane; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of roadway impact fees  
**APPROVED ORDINANCE NO. 25-0313D**

The item was presented and discussion followed.

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

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

NAYS (0): None

ABSENT (0): None

## 6. EXECUTIVE SESSION

The Town Council convened into an Executive Session, at 6:43 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 for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for 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.
- iii. Potential annexation and development agreement for Lot 2, Block A, The Hills of Northlake West, approximately 2.127 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Lots 3 & 4, Block A, The Hills of Northlake West, approximately 4.253 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- v. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- vi. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.

**B. Section 551.072 - Real Property**

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faight Road.
- ii. Deliberation regarding the purchase, exchange, lease, or value of approximately 1.35 acres of real property to be acquired for the construction and maintenance of water system improvements located at or near 7225 Faith Lane, in the Town's northwest pressure plain.
- iii. Deliberation regarding eminent domain action for the acquisition of the following real properties, for the construction and maintenance of road improvements on Faight Road and other public purposes permitted by law:
  - 7325 Faight Road - A1063A Patrick Rock TR 57, 19.834 AC Old DCAD TR #21
  - 1412 8th Street - A1063A Patrick Rock TR 57A, 1.246 AC, SN#1 50305118A, SN#2 50305118B
  - 7331 Faight Road - A1063A Patrick Rock TR 58, 15.067 AC Old DCAD TR #21C
  - 7417 Faith Lane - A1529A Paine TR 3, Document # 2004-6330
  - FM 407 & Faight Road - A1063A Patrick Rock TR 63, 75.65 AC Old DCAD TR #33B
  - 8080 Faight Road - Northlake Country Estates PH II BLK A Lot 13

C. **Section 551.087 - Economic Development Negotiations**

- i. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a 66.5-acre, a 8.6-acre, a 14.5-acre, 4.2- acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- ii. Potential economic development agreement with Northport Partners, LLC for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane.

7. **RECONVENE INTO OPEN SESSION**

Mayor Montini reconvened the Regular Meeting at 7:42 p.m., to address Council action regarding the items deliberated during Executive Session, as follows:

- A. Consider approval of a resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a contract of sale for the purchase of approximately 1.35 acres of real property, and authorizing expenditures for the acquisition of the same, including survey and other closing costs, for the construction and maintenance of water system improvements located at or near 7225 Faith Lane, in the Town's northwest pressure plain  
**APPROVED RESOLUTION NO. 25-17**

The item was presented and commentary followed.

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

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Kelley  
NAYS (0): None  
ABSENT (0): None

- B. Consider approval of a resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute an economic development agreement, including potential economic development incentives and the conveyance of land, with Northport Partners, LLC, for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane  
**APPROVED RESOLUTION NO. 25-18**

The item was presented and commentary followed.

Councilmember Sessions moved to approve the item as presented. Motion seconded by Councilmember Fowler. Motion Passed.

AYES (7): Montini, Lorencz, Holmes, Ganz, Fowler, Sessions, Kelley  
NAYS (0): None  
ABSENT (0): None

8. **ADJOURN**

With no further business, Mayor Montini adjourned the meeting at 7:44 p.m.

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Brian Montini, Mayor

ATTEST:

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Zolaina R. Parker, Town Secretary

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

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## NORTHLAKE TOWN COUNCIL COMMUNICATION



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**DATE:** April 10, 2025

**REF. DOC.:** Texas Local Government Code Section 375.064, Recommendation for succeeding Municipal Management District Board

**SUBJECT:** Consider approval of a Resolution of the Town of Northlake, Texas, Appointing a Voting Director or Voting Directors to the Northlake Municipal Management District No. 2 of Denton County

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

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### **BACKGROUND INFORMATION:**

- Five members recommended by property owners and appointed by Town Council
- Four- year overlapping terms
- Two board member terms expire on May 14, 2025
- Town Council may only appoint recommended persons
- Recommended qualified persons:
  - Benjamin Romski
  - Cody Wenger

### **COUNCIL ACTION/DIRECTION:**

Appoint two named persons to Northlake MMD No. 2 Board



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION**

**NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPOINTING DIRECTORS OF NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 2 OF DENTON COUNTY, A CONSERVATION AND RECLAMATION DISTRICT LOCATED WITHIN THE CORPORATE LIMITS OF THE TOWN OF NORTHLAKE, TEXAS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Northlake Municipal Management District No. 2 of Denton County (the "District") was heretofore duly created by Order of the Texas Commission on Environmental Quality (the "Commission"), as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapter 375 of the Texas Local Government Code, and Chapter 49, Texas Water Code, as amended; and

**WHEREAS**, pursuant to Section 375.064 of the Texas Local Government Code, the Town of Northlake, Texas (the "Town") shall appoint voting directors from persons recommended by the Board of Directors of the District; and

**WHEREAS**, two (2) director terms are to expire on May 14, 2025; and

**WHEREAS**, the Board of Directors of the District, acting in accordance with the applicable provisions of Section 375.064 of the Texas Local Government Code, submitted to the Town a Petition for Appointment of Voting Directors for Northlake Municipal Management District No. 2, dated March 5, 2025, recommending Benjamin Ronski and Cody Wenger to serve as voting directors for the two (2) positions which expire on May 14, 2025; and

**WHEREAS**, the District desires that the Town appoint Benjamin Ronski and Cody Wenger to serve as voting directors of the District, each to serve a four (4) year term which shall expire on May 14, 2029.

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

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

**Section 2.** That the Town of Northlake hereby nominates its no more than two (2) nominations

for the following candidates: Benjamin Ronski and Cody Wenger, to serve on the Northlake Municipal Management District No. 2 of Denton County Board of Directors.

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

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

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Brian Montini, Mayor

Attest:

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Zolaina Parker, Town Secretary

# COATS | ROSE

A PROFESSIONAL CORPORATION

CARSON LUDDECKE  
ASSOCIATE ATTORNEY

CLUDDECKE@COATSROSE.COM  
DIRECT: (972) 419-4702  
FAX: (972) 702-0662

March 5, 2025

VIA FEDERAL EXPRESS

Ms. Zolaina Parker  
Town Secretary  
Town of Northlake, Texas  
1500 Commons Circle, Suite 300  
Northlake, Texas 76226

Re: Northlake Municipal Management District No. 2 of Denton County; Petition for Appointment of Voting Directors

Dear Ms. Parker:

Enclosed please find a Petition for Appointment of Voting Directors for Northlake Municipal Management District No. 2 of Denton County. Please have this item placed on the next agenda for the Town of Northlake. Additionally, please send a certified copy of the Resolution/Ordinance approving the petition.

Please let me know if you have any questions.

Very truly yours,



Carson Luddecke

Enclosure

16000 N. DALLAS PARKWAY, SUITE 350, DALLAS, TEXAS 75248

PHONE: (972) 788-1600 FAX: (972) 702-0662

[coatsrose.com](http://coatsrose.com)

HOUSTON | AUSTIN | DALLAS | SAN ANTONIO | CINCINNATI

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PETITION FOR APPOINTMENT OF VOTING DIRECTORS FOR  
NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 2 OF DENTON COUNTY

THE STATE OF TEXAS     §  
  §  
COUNTY OF DENTON     §

TO THE HONORABLE MAYOR AND TOWN COUNCIL OF THE TOWN OF  
NORTHLAKE:

The Board of Directors of Northlake Municipal Management District No. 2 of Denton County (the "District"), acting in accordance with the applicable provisions of Section 375.064 of the Texas Local Government Code, respectfully petition the Town of Northlake (the "Town") to exercise its power and authority for the appointment of two (2) qualified persons hereinafter named to serve as voting directors of the Board of Directors of the District and would respectfully show the following:

I.

The District was heretofore duly created by that certain Order of the Texas Commission on Environmental Quality dated May 14, 2019, as a conservation and reclamation district created under and essential to accomplish the purposes of Section 52, Article III, and Section 59, Article XVI, of the Texas Constitution and operating pursuant to Chapter 375 of the Texas Local Government Code, and Chapter 49, Texas Water Code, as amended; and

II.

Pursuant to Section 375.064, Texas Local Government Code, the Town shall appoint voting directors from persons recommended by the Board of Directors and the owners of a majority of the assessed value of property subject to assessment by the District. The Board of Directors hereby recommends the following named persons to serve as voting directors for the District for the two (2) positions which shall expire on May 14, 2029:

Benjamin Romski  
Cody Wenger

III.

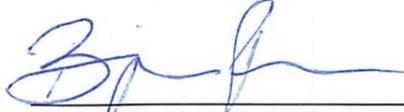
Wherefore, the undersigned respectfully pray that this Petition be properly received and filed as provided by law and that the Town appoint the following two (2) named persons as voting directors of Northlake Municipal Management District No. 2 of Denton County, each to serve a four (4) year term which new term shall expire on May 14, 2029:

Benjamin Romski  
Cody Wenger

Respectfully submitted this 4th day of March, 2025.

PETITIONER:

NORTHLAKE MUNICIPAL MANAGEMENT  
DISTRICT NO. 2 OF DENTON COUNTY

  
\_\_\_\_\_  
President, Board of Directors

ATTEST:

  
\_\_\_\_\_  
*Asst.* Secretary, Board of Directors

(DISTRICT SEAL)



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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025  
**REF. DOC.:** Texas Government Code Chapter 2254 - Professional and Consulting Services  
**SUBJECT:** Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement with GSBS Architects (GSBS), for Architecture design services for the Public Works Building, for a total estimated cost of \$1,074,000  
**GOALS/ OBJECTIVES:** Protect the Public; 1.5 - Attract and retain top quality staff, Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources

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**BACKGROUND INFORMATION:**

- **Request for Proposal (RFP) Process**
  - Published on September 28th, 2024
  - Submissions closed November 1st, 2024
  - 14 respondents, shortlisted to 5 candidates
  - Scoring based on the following categories:

Category	Weight
Technical Expertise	25%
Team Qualifications	25%
Project Approach and Methodology	30%
Financial and Legal Stability	10%
Client Satisfaction and References	10%

- **Project Scope:**
  - Approximately 10,000 square feet designed to support the Town’s operational needs
  - Requested inclusion of the following features.
    - Administrative offices
    - Breakrooms with seating for crews
    - Locker rooms
    - Restrooms
    - Storage areas for materials and equipment
    - Vehicle bays
    - Fenced compound for equipment
    - Storage areas for sand and dirt
    - Equipment wash-down area
    - Tool, pesticide, and chemical storage rooms
  - **GSBS Architects** selected from Town evaluation of qualifications.

**COUNCIL ACTION/DIRECTION:**

Authorize Town Manager to execute the agreement



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION**

**NO. 25-02**

**A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT WITH GSBS ARCHITECTS (GSBS), FOR ARCHITECTURE DESIGN SERVICES FOR THE PUBLIC WORKS BUILDING, FOR A TOTAL ESTIMATED COST OF \$1,074,000**

**WHEREAS**, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the design and construction of a new Public Works Building (the “Project”); and

**WHEREAS**, this Project will consist of an administrative building, bays, and equipment storage to consolidate the necessary working requirements of field staff and provide additional support; and

**WHEREAS**, the Project’s total overall budget, including architecture and design costs are estimated to be no more than \$16,200,000; and

**WHEREAS**, the Town desires to obtain architectural services in connection with the Project as provided in the Professional Services Agreement (the “Agreement”) attached to this resolution as Exhibit “A” and

**WHEREAS**, in accordance with Texas Gov’t Code Ch. 2254, the Town Council finds that GSBS is the most highly qualified provider of architectural services for the Project, and GSBS and the Town have negotiated the Agreement in accordance with Texas Gov’t Code Sec. 2254.004; and

**WHEREAS**, the total basic architectural services fees in the Agreement are \$1,074,000.

**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 the Professional Services Agreement, attached to this resolution as Exhibit “A”, with GSBS Architects, for professional architectural design services to build the Public Works Building, for a total estimated cost of \$1,074,000.

**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 10, 2025.

Town of Northlake, Texas

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Brian Montini, Mayor

Attest:

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Zolaina Parker, Town Secretary

March 21, 2025

Drew Corn  
The Town of Northlake  
1500 Commons Circle, Suite 300  
Northlake, TX 76226

Fee Proposal For:       The Town of Northlake New Public Works

Dear Mr. Corn:

GSBS Architects is pleased to submit the following proposal to provide services for the new Public Works facility. We understand the Project to entail:

An approximately 14,000 SF two-story administrative building and a 4,000 SF vehicular storage structure to support the Town of Northlake's Public Works. To be located at the south end of the existing Public Works site at 1400 FM 407. Project to accommodate the addition of three new water storage tanks and a roadway alignment project on the East side of the site. Total project budget of \$16,200,000.00.

**Scope of Services**

Based on this understanding of the Project, GSBS proposes to provide complete Architect's Basic Duties to the Town as anticipated by the Town of Northlake Professional Services Agreement for Architectural Services for Architectural Services, Landscape Architecture, Interior Design, FF&E Design, Civil Engineering, Structural Engineering, Mechanical/Electrical Engineering, and Cost Estimating.

Not included in our proposal in addition to exclusions defined in the Northlake Professional Services Agreement for Architectural Services:

Surveying

**Other Terms and Conditions**

Reimbursable Expenses are in addition to the compensation for the Basic and Supplemental Services and include expenses incurred by GSBS and its consultants directly related to the project. Reimbursable expenses are billed at the cost of the expense plus ten percent.

Proposed Fee

The proposed fee for the Scope of Services described above for a fixed fee of:

Total \$1,074,000.00

## Additional Services

Add Services 01: Geotechnical	\$10,950.00
Add Services 02: Storm Shelter	\$44,500.00

GSBS will invoice monthly in proportion to services performed. Payment is due and payable upon presentation of the invoice. Amounts unpaid 30 days after the invoice date will bear interest. Invoices unpaid for more than 45 days may result in suspension of our services until the account is made current.

If this proposal is acceptable, we will prepare an agreement for the project.

Thank you for your trust and confidence, and for the opportunity to provide this proposal for your project. We look forward to a successful relationship.

Sincerely,

A handwritten signature in black ink, appearing to read 'N. Palluth', written in a cursive style.

Nicholas Palluth, AIA, LEED AP BD+C  
Principal  
for GSBS Architects

**PROFESSIONAL SERVICES AGREEMENT**  
**FOR ARCHITECTURAL SERVICES**

This **Professional Services Agreement for Architectural Services** (the “Agreement”) is made and entered into this \_\_\_ day of \_\_\_\_\_ 2025, by and between the Town of Northlake, a Texas home-rule municipality (the “Town”), and \_\_\_\_\_ (the “Architect”).

**RECITALS**

**WHEREAS**, the Town intends to construct the Town of Northlake Public Works Building hereinafter referred to as the “Project”; and

**WHEREAS**, the Town desires to obtain architectural services in connection with the Project as provided in this Agreement and the detailed scope of work and proposal attached hereto as Exhibit “A”; and

**WHEREAS**, in accordance with Texas Gov’t Code Ch. 2254, the Town Council has determined that the Architect is acceptable to the Town and is the most highly qualified provider of architectural services for the Project, and the Architect is willing to enter into an Agreement with the Town to perform such architectural services; and

**NOW, THEREFORE**, in consideration of the premises above and the mutual covenants contained herein, and for other good and valuable consideration, the Town and the Architect agree as follows:

**ARTICLE I**

**THE ARCHITECT’S BASIC DUTIES TO THE TOWN**

**1.1** By executing this Agreement, the Architect represents to the Town that the Architect is professionally qualified to act as the Architect for the Project and is licensed to practice architecture by all public entities having jurisdiction over the Architect and the Project. The Architect further represents to the Town that the Architect will maintain all necessary licenses, permits or other authorizations necessary to act as Architect for the Project until the Architect’s remaining duties hereunder have been satisfied. The Architect assumes full responsibility to the Town for the negligent or intentionally tortious acts and omissions of its consultants or others employed or retained by the Architect in connection with the Project.

1.1.1 Execution of this Agreement by the Architect constitutes a representation that the Architect is familiar with the Project site and the local conditions under which the Project is to be implemented.

1.1.2 The Architect agrees to furnish architectural services in accordance with the terms and conditions of this Agreement: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

**1.2 FACILITIES PROGRAM**

1.2.1 The Architect shall review the existing site conditions for the Project. The Town will provide a survey to be used as a base map for the Project. The Architect shall include in the Facilities Program information relating to potential the water, sewer, and storm sewer utility needs for the Project based on the information provided by the Town.

1.2.1.1 The Architect shall meet with the Town’s representatives, including the Town’s third-party consultants, to review and discuss the proposed scope of work, development program, and budget for the Project.

1.2.2 The Architect may be required to attend up to two (2) public meetings to inform the public of the Project's details. The meetings shall be conducted with the Town and interested citizens, if any. The purpose of the meetings shall be to inform interested parties of the scope and intent of the Project design.

1.2.3 The Architect shall prepare a Facilities Program to the Town, which includes, but, is not limited to, the following: prepare a Preliminary Facilities Program; gather public input and analyze facts; prepare detailed programs; validate needs and space requirements; and prepare a final Project program.

1.2.4 The Architect shall review, with the Town, and others as determined by the Town to be appropriate, the Preliminary Facilities Program and all relevant information such as basic space requirements and an estimate of probable construction costs. The review shall allow for the end-users to review the Facilities Program prior to it becoming final. Consensus shall be reached between the Town and the Architect on the Facilities Program prior to proceeding into the Schematic Design phase.

### **1.3 SCHEMATIC DESIGN**

1.3.1 The Architect shall review and examine the information, including any desired schedule updates and budgetary requirements, with the Town to understand the requirements of the Project.

1.3.2 The Architect shall furnish to the Town a preliminary written evaluation of such information in light of any Project budget requirements, subject to the limitations of the Town's Project budget. The preliminary estimates of Construction Cost and detailed estimates of Construction Cost, if any, prepared by the Architect, represent the Architect's best judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Town has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid or proposal prices, or over competitive bidding, market or negotiating conditions.

1.3.3 The Architect shall review and discuss the proposed major building materials and the associated maintenance schedule after completion of the Project.

1.3.4 The Architect shall provide interior design services for the selection of Furniture, Fixtures, and Equipment (the "FF&E") for the Project.

1.3.5 The Architect shall prepare and submit to the Town for review Schematic Design documents consisting of drawings and other documents illustrating the scale and relationship of proposed Project components.

1.3.6 The Architect shall submit to the Town, as part of the final review of the Schematic Design drawings, a more detailed estimate of probable construction costs based upon current area, volume, other unit costs or other information.

### **1.4 DESIGN DEVELOPMENT**

1.4.1 Based on the Schematic Design documents and any adjustments authorized by the Town in its program, desired schedule or Project budget, the Architect shall prepare and submit to the Town for review, design development documents consisting of drawings and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical, electrical, and safety systems, including materials and such other elements as may be appropriate.

1.4.2 The Architect shall review its estimate of probable construction costs, based upon current area, volume, other unit costs or other information, shall make any appropriate revisions thereto, and furnish same to the Town.

### **1.5 CONSTRUCTION DOCUMENTS**

1.5.1 Upon the Town's authorization, the Architect shall prepare Construction Documents consisting of drawings and specifications setting forth in detail the requirements for construction of the Project. Such Construction Documents must be accurate, coordinated, and adequate for construction and shall be in conformity and comply with

applicable law, codes, and regulations, all in accordance with the applicable standard of care required by Texas Local Gov't Code Ch. 271. Products specified for use shall be readily available unless written authorization to the contrary is given by the Town.

1.5.2 The Architect shall review its most recent estimate of probable construction costs, based upon current area, volume, other unit costs or other information, shall make any appropriate revisions thereto, and furnish same to the Town.

1.5.3 The Architect shall incorporate the Town's bidding or proposal documents, as supplied by the Town.

1.5.4 Reserved.

1.5.5 The Architect shall meet with the Town and submit a pre-bid set for review of the Construction Documents to the Town.

1.5.6 The Architect shall assist the Town in preparing and filing documents required for the approval of authorities having jurisdiction over the Project. Architect shall attend the Pre-Bid or Pre-RFQ/RFP Conference and shall prepare any Addendum required due to issues or questions raised at the Pre-Bid or Pre-RFQ/RFP Conference.

1.5.7 The Architect shall review any alternate materials submitted during the bidding or proposal process and either approve for installation or reject for cause.

1.5.8 The Architect shall assist the Town in preparing and filing documents required for the approval of governmental authorities having jurisdiction over the Project.

1.5.9 The Architect shall assist the Town in evaluating bids or RFP/RFOs and develop a recommendation determining the contractor, firm, or proposer selected (generally referred to herein as the "Contractor") for the Project.

## **1.6 ADMINISTRATION OF CONSTRUCTION**

1.6.1 The Architect shall provide administration of the Construction Contract as set forth below and shall perform those duties and discharge those responsibilities set forth in this Agreement and in the Agreement between the Town and Contractor (the "Construction Contract").

1.6.2 The Architect shall represent the Town during construction. Instructions and other appropriate communications from the Town to the Contractor shall be communicated through the Architect. The Architect shall act on behalf of the Town only to the extent provided herein and in the Construction Contract.

1.6.3 Upon receipt, the Architect shall carefully review and examine the Contractor's schedule of values, together with any supporting documentation or data, which the Town or the Architect may require from the Contractor to establish the contract price for the Project within the Town's budgetary constraints. The purpose of such review and examination will be to protect the Town from an unbalanced schedule of values, which allocates greater value to certain elements of the Work than is indicated by such supporting documentation or data or, than is reasonable under the circumstances. If the schedule of values is not found to be appropriate, or if the supporting documentation or data is deemed to be inadequate, and unless the Town directs the Architect to the contrary in writing, the schedule of values shall be returned to the Contractor for revision, or supporting documentation or data. After making such examination, if the schedule of values, or other information required by the Architect is found to be appropriate as submitted, or if necessary, as revised, the Architect shall sign the schedule of values, or other information, thereby indicating its informed belief that the schedule of values constitutes a reasonable, balanced basis for payment of the contract price to the Contractor.

1.6.4 The Architect shall make periodic visits to observe the Work of the Contractor as appropriate. Visits may average once per week, including twice monthly Project meetings, over the course of construction. The purpose of such observations will be to determine the quality, quantity and progress of the Work in comparison with the requirements of the Construction Contract. In making such observations, the Architect shall exercise care to protect

the Town from defects or deficiencies in the Work, from unexcused delays in the schedule, and from overpayment to the Contractor, all in accordance with the applicable standard of care required by Texas Local Gov't Code Ch. 271. Following each such observation the Architect shall submit a written report of such observations, together with any appropriate comments or recommendations, to the Town.

1.6.5 Subject to 1.6.4 above, the Architect shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility under the Construction Contract. The Architect shall not be responsible for the Contractor's schedules or failures to carry out the work in accordance with the Construction Contract. The Architect shall not have control over or charge of acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons performing portions of the work.

1.6.6 The Architect shall at all times have access to the Work wherever it is located.

1.6.7 The Architect shall determine amounts owed to the Contractor based upon observations of the Work as required in Subparagraph 1.6.4, evaluations of the Contractor's rate of progress in light of the remaining Contract Time and upon evaluations of the Contractor's Applications for Payment, and shall issue Certificates for Payment to the Town in such amounts.

1.6.8 The issuance of a Certificate for Payment shall constitute an opinion by the Architect to the Town that the Architect has made an observation of the Work as provided in Subparagraph 1.6.4 and, that the Work has progressed to the level indicated, that the quality of the Work meets or exceeds the requirements of the Construction Contract, and that, to the best of the Architect's knowledge, information, and informed belief, the Contractor is entitled to payment of the amount certified.

1.6.9 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

1.6.10 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of the Construction Contract.

1.6.11 The Architect shall reject Work, which does not conform to the Construction Contract unless directed by the Town, in writing, not to do so. Whenever, in the Architect's opinion, it is necessary or advisable, the Architect shall require special inspection or testing of the Work in accordance with the provisions of the Construction Contract whether or not such Work is fabricated, installed, or completed.

1.6.12 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples. Approval by the Architect of the Contractor's submittal shall constitute the Architect's representation to the Town that such submittal is in conformance with the Construction Contract. Such action shall be taken with reasonable promptness so as to cause no delay to the Contractor or the Project.

1.6.13 The Architect shall review, and advise the Town concerning, proposals and requests for Change Orders from the Contractor. The Architect shall prepare Change Orders for the Town's approval as provided in 1.7.3 and execution in accordance with the Construction Contract, and shall have authority to order, by Field Order, minor changes in the Work not involving an adjustment in the contract price or an extension of the Contract Time. Change Orders that are issued by the Town due to cause not within the control or responsibility of the Architect are covered by 1.7.3.

1.6.14 The Architect shall conduct an inspection to determine the date of Substantial Completion and the date of Final Completion as defined in the Construction Contract, and shall receive and forward to the Town for the Town's review, the Certificate of Substantial Completion, written warranties, guarantees, affidavits, waivers, and related documents required by the Construction Contract and assembled by the Contractor, and shall, when appropriate, issue a final Certificate for Payment.

1.6.15 The Architect shall, without additional compensation, promptly correct any errors, omissions, deficiencies or conflicts in its work product, including any errors, omissions, deficiencies or conflicts discovered after the Project is complete. This provision shall survive the expiration or termination of this Agreement.

1.6.16 The Architect, based on input from the Town, shall prepare for the Town's approval FF&E Documents consisting of drawings and specifications setting forth in detail the FF&E Work for the Project, including requirements for location, procurement, fabrication, shipment, delivery, and installation of the FF&E. The Architect shall assist the Town in obtaining bids for FF&E. The Architect shall provide administration of the Contract for FF&E in a similar manner as for the building construction.

## **1.7 ADDITIONAL SERVICES**

The following services of the Architect are not included in Paragraphs 1.3 through 1.6. Nevertheless, the Architect shall provide such services if authorized in writing by the Town and they shall be paid for by the Town as provided hereinafter.

1.7.1 Providing services to examine or investigate existing conditions or to make measured drawings upon written request by the Town, or to verify the accuracy of drawings or other information provided by the Town.

1.7.2 Making revisions in drawings, specifications or other documents when such revisions are inconsistent with written direction by the Town previously given, are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the Architect, either in whole or in part.

1.7.3 Preparing drawings, specifications and supporting data in connection with Change Orders, provided that such Changes Orders are issued by the Town due to causes not within the control or responsibility of the Architect, either in whole or in part.

1.7.4 Providing services concerning repair or replacement of Work damaged by fire or other cause during construction provided that such services are required by causes not the responsibility of the Architect, either in whole or in part.

1.7.5 Providing services made necessary solely by the default of the Contractor or major defects or deficiencies in the Work of the Contractor.

## **1.8 SERVICE SCHEDULE, PERFORMANCE STIPULATIONS AND LIQUIDATED DAMAGES**

1.8.1 The prompt completion of this Project is critical and time is of the essence. The Architect shall perform its services expeditiously and shall have all plans ready for bidding or proposals by: \_\_\_\_\_ . Upon approval of this Agreement, the Architect shall submit for the Town's approval a schedule for the performance of the Architect's services which shall include allowance for time required for the Town's review of submissions and for approvals of governmental authorities having jurisdiction over the Project. This schedule shall not, except for cause of force majeure, be exceeded by the Architect.

1.8.2 The Architect shall pay the Town the sum of \$200.00 (two hundred dollars) per calendar day for each and every calendar day of unexcused delay not caused by the Town in performing its services within the time stated in paragraph 1.8.1. Any sums due and payable hereunder by the Architect shall be payable, not as a penalty, but as liquidated damages representing a reasonable estimate of damages because the harm caused by the breach is incapable or difficult of estimation due to the public nature of the work and the likely loss to be sustained by the Town and the general public, estimated at or before the time of executing this Agreement. The Architect agrees that the liquidated damages provisions in this Agreement are reasonable, facially valid, are not a penalty, and do not otherwise operate as a penalty.

Further, the parties acknowledge the Town's paramount purposes and duty to protect the public fisc and the general health, safety, and welfare of the public, and the parties agree that any alleged disparity between actual and

liquidated damages shall be construed as bridgeable and acceptable as a matter of public policy and shall be calculated and construed in favor of the Town.

1.8.3 During the course of the Project and during review at the end of Schematic Design, Design Development, and at the 50% and 90% reviews of the Construction Documents as provided in this Agreement, when the Town reasonably believes that performance of the Architect's services will be inexcusably delayed, the Town shall be entitled, but not required, to withhold from any amounts otherwise due the Architect an amount then believed by the Town to be adequate to recover liquidated damages applicable to such delay. If and when the Architect performs its services in a manner satisfactory to the Town, the Town may, but is not obligated to, release to the Architect those funds withheld as liquidated damages.

## **1.9 PERSONNEL**

1.9.1 The Architect shall assign only qualified personnel to perform any service concerning the Project.

## **1.10 EXCLUSIONS FROM ARCHITECT'S SERVICES**

The services listed below are not included in the Architect's services, however, they could be provided as Additional Services, if required to complete the Project or if desired by the Town.

- Traffic control / signal studies or implementation
- Off-site utility engineering
- Zoning modifications and utility easements
- Environmental or hazardous materials issues
- Building utility bill estimates
- Professional models produced out-of-house

## **1.11 INDEMNIFICATION**

**The ARCHITECT shall hold harmless, defend, and indemnify the TOWN from all claims and liability for damage arising out of or in connection with this AGREEMENT to the extent that the damage is caused by or results from an error, omission, act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the ARCHITECT or the ARCHITECT'S agent, consultant under contract, or another entity over which the ARCHITECT exercises control. The ARCHITECT shall also reimburse the TOWN for any and all legal costs and expenses, including reasonable attorney fees which might be incurred by the TOWN in litigation or otherwise resisting said claim or liabilities, which might be incurred by, charged against, or imposed on the TOWN as the result of such negligent acts or omissions by the ARCHITECT in proportion to the ARCHITECT'S liability.**

## **1.12 GOVERNMENTAL FUNCTIONS AND IMMUNITY.**

The parties hereby acknowledge and agree that the TOWN is entering into this AGREEMENT pursuant to its governmental functions and that nothing contained in the AGREEMENT shall be construed as constituting a waiver of the TOWN'S governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. Notwithstanding anything to the contrary herein, the parties hereby acknowledge and agree that to the extent this AGREEMENT is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the TOWN'S immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE. Further, the parties agree that this AGREEMENT is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code ("CPRC"), including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in CPRC Chapter 101 and Chapter 75.

Should a court of competent jurisdiction determine the Town's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, Texas Local Government Code, as amended, the parties hereby acknowledge and agree that in a suit against the Town for breach of this AGREEMENT:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by the Town under this AGREEMENT;
- (b) the recovery of damages against the Town may not include consequential damages or exemplary damages;
- (c) ARCHITECT may not recover attorney's fees; and
- (d) ARCHITECT is not entitled to specific performance or injunctive relief against the Town.

ARCHITECT further agrees that during the course and scope of this AGREEMENT, except with TOWN'S knowledge and consent, ARCHITECT shall not represent any third party against the TOWN in any claim, litigation, or other matter, or be retained to act as an expert witness for any third party in any claim, litigation, or any other matter that is, or may be, adversarial to the TOWN, as determined by the TOWN.

Acceptance by the TOWN of the ARCHITECT'S work shall not constitute nor be deemed a release of the responsibility and liability of ARCHITECT, its employees, subcontractors, agents, or consultants for the accuracy and competency of ARCHITECT'S work; nor shall such acceptance be deemed to be an assumption of such responsibility by the TOWN for any defect, error, or omission in the ARCHITECT'S work, its employees, subcontractors, agents, and consultants. ARCHITECT, shall without additional costs or fee to the TOWN, correct or revise any errors or deficiencies in ARCHITECT'S work product.

## **ARTICLE II**

### **THE TOWN'S BASIC DUTIES TO THE ARCHITECT OTHER THAN COMPENSATION**

**2.1** The Town shall provide the Architect with adequate information regarding the Town's requirements for the Project including any desired or required design or construction schedule, or both, and any budgetary requirements.

**2.2** The Town shall review any documents submitted by the Architect requiring the Town's decision, and shall render any required decisions or review comments and forward comments back to the Architect within five (5) working days.

**2.3** The Town shall furnish a legal description and boundary survey of the site, if available.

**2.4** The Town shall furnish the services of geotechnical consultants when such services are necessary and are requested by the Architect.

**2.5** The Town shall furnish structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Construction Contract.

**2.6** If the Town becomes aware of any fault or defect in the Project, non-conformance with the Construction Contract, or of any errors, omissions or inconsistencies in the drawings or specifications, reasonable notice thereof shall be given by the Town to the Architect.

**2.7** The Town shall perform those duties set forth in Paragraphs 2.1 through 2.6 as expeditiously as may reasonably be necessary for the orderly progress of the Architect's services and of the Work.

**2.8** The Town's review of any documents prepared by the Architect or its consultants shall be for the purpose of determining whether such documents are generally consistent with the Project. No review of such documents shall relieve the Architect of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

**2.9** The Town shall designate a representative, or third-party consultant, who shall be responsible for review and analysis of the Contractor's performance under the Construction Contract.

- 2.10** The Town shall employ an independent LEED Commissioning Agent, if applicable.
- 2.11** The Town shall furnish design services or building systems as listed below, or authorize the Architect to furnish them as an Additional Service, when such services are required to complete the Project.
- Preliminary and Final Plat
  - Landscape and irrigation design
  - Radio, antenna, and alerting systems (Architect shall provide electrical power and empty conduit as directed by the Town).
  - IT (voice, data, cable TV) and AV (audio-visual) wiring design and equipment selection (Architect shall provide electrical power and empty conduit as directed by Town).
  - Electronic access control and video surveillance systems, as applicable (Architect shall provide electrical power and empty conduit as directed by the Town).

**ARTICLE III**  
**CONSTRUCTION COSTS**

**3.1** If a fixed budget limit has been established, the Architect shall be permitted to include contingencies for design, bidding and price escalation to determine what materials, equipment, component systems and types of construction are to be included in the Construction Contract, to make reasonable adjustments in the scope of the Project and to include in the Construction Contract alternate bids, or add alternates, to adjust the Construction Cost to the fixed limit. However, this paragraph shall not operate to increase the fixed limits cost of the construction established in Paragraph 3.2. All adjustments in the scope of the Project shall be documented in writing and approved in writing by the Town.

**3.2** Should the proposed bid for construction of the Project be in excess of \$16,200,000 the Town may (1) give written approval of an increase in such fixed limit, (2) authorize rebidding or re-negotiating of the Project, (3) terminate the Project and this Agreement in accordance herewith, or (4) cooperate in revising the Project scope or quality, or both, as required to reduce the construction cost. In the case of (4), the Architect, without additional charge to the Town, shall consult with the Town and shall revise and modify the drawings and specifications as necessary to achieve compliance with the fixed limitation on construction cost. Absent negligence on the part of the Architect in making its estimates of probable construction cost, providing such modifications and revisions shall be the limit of the Architect’s responsibility arising from the establishment of such fixed limitation of construction costs, and having done so, the Architect shall be entitled to compensation for all other services performed, in accordance with this Agreement.

**ARTICLE IV**  
**BASIS OF COMPENSATION**

**4.1** The Town shall compensate the Architect for Architectural Services rendered pursuant to this Agreement by payment of the fixed sum of \$1,074,000.00.

**4.2** Payment to the Architect of the sum set forth in Paragraph 4.1 shall be allocated as follows:

Facilities Programming: .....	5%
Schematic Design: .....	10%
Design Development: .....	20%
Construction Documents: .....	40%
Bidding/Proposals and Award: .....	5%
Administration of Construction: .....	20%

**4.3** Additional Services of the Architect as described in Paragraph 1.7, if any, shall be compensated on an hourly basis per the Architect’s established hourly rates included as Exhibit “A”, which is attached to and incorporated into this Agreement.

**4.4** The Architect shall provide site civil engineering services including site grading, drainage, erosion control plans and on-site utilities as required for the Project. The Architect shall also employ a civil engineer to plan and design the site utilities and drainage for the site and parking lot. The site grading and drainage shall be appropriate for the portion of the site used for the building. The Project site shall include the entire site in addition to the building and related site improvements to ensure proper and adequate storm water drainage. The Architect shall incorporate the proper plans and specifications in the bid or proposal documents for the Contractor to install all necessary site drainage and utilities.

**4.5** The Town shall compensate the Architect for: Add Services 01: Geotechnical Services and Add Services 02: Storm Shelter services rendered as Additional Services by payment of the fixed sum of: Add Services 01: Geotechnical Services: \$10,950.00 and Add Services 02: Storm Shelter \$44,500.00. Payment to the Architect of the sum shall be allocated in accordance with a percentage of completion for the tasks associated with the Geotechnical and Storm Shelter work.

## **ARTICLE V**

### **PAYMENTS TO THE ARCHITECT**

#### **5.1 ARCHITECT'S INVOICES**

5.1.1 Not more frequently than monthly, unless otherwise agreed in writing by the Architect and the Town, the Architect shall submit an invoice to the Town requesting payment for services properly rendered and reimbursement for reimbursable expenses due hereunder. The Architect's invoice shall describe with reasonable particularity each service rendered, the date thereof, the time expended if services under Paragraphs 1.7 and 4.5 are included in the invoice and the person(s) rendering such service. The Architect's invoice shall be accompanied by such documentation or data in support of reimbursable expenses for which reimbursement is sought as the Town or the Town Council or its designee may require.

5.1.2 If payment is requested for services rendered by the Architect pursuant to Paragraphs 1.3 through 1.6, the invoice shall additionally reflect the allocations as provided in Paragraph 4.2 and shall state the percentage of completion as to each such allocation. The invoice shall bear the signature of the Architect, which signature shall constitute the Architect's representation to the Town that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the Architect covered by prior invoices have been paid in full, and that, to the best of the Architect's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the Architect that payment of any portion thereof should be withheld. Submission of the Architect's invoice for final payment and reimbursement shall further constitute the Architect's representation to the Town that, upon receipt from the Town of the amount invoiced, all obligations of the Architect to others, including its consultants, incurred in connection with the Project, will be paid in full.

#### **5.2 TIME FOR PAYMENT**

5.2.1 The Town shall make payment to the Architect of all sums properly invoiced as provided in Paragraph 5.1, within thirty (30) days of the Town's receipt thereof. No interest or other late penalties shall accrue on late payments.

#### **5.3 TOWN'S RIGHT TO WITHHOLD PAYMENT**

5.3.1 In the event that the Town determines that any representations of the Architect, provided pursuant to Subparagraph 5.1.2, are wholly or partially inaccurate, the Town may withhold payment of sums then or in the future otherwise due to the Architect until the inaccuracy, and the cause thereof, is corrected to the Town's reasonable satisfaction.

**5.4 REIMBURSABLE EXPENSES**

5.4.1 Reimbursable expenses shall be reimbursed to the Architect by the Town in accordance with the Town's policies. However, the total amount payable for reimbursable expenses shall not exceed \$10,000 without specific additional authorization by the Town. The reimbursable expenses allocation may include up to \$2,500 for an artist's rendering of the Project, if applicable. Reimbursable expenses are in addition to the compensation for the Basic and Supplemental Services and include expenses incurred by the Architect and its consultants directly related to the Project. Reimbursable expenses are billed at the cost of the expense plus ten percent.

5.4.1.1 Government Fees. The Town will reimburse for or pay direct for government fees, including TDLR TAS plan review and site inspection fees and, if applicable, USGBC LEED registration and review fees.

**5.5 ARCHITECT'S RECORDS**

5.5.1 Documentation accurately reflecting the time expended by the Architect and the Architect's personnel and records of reimbursable expenses shall be maintained by the Architect and shall be available to the Town for audit, review, and copying upon request.

**ARTICLE VI**  
**PROVISION FOR TERMINATION/INTERRUPTION**

**6.1 TERMINATION/INTERRUPTION**

6.1.1 The Town may terminate or suspend the Architect's services under this Agreement at any time upon paying all sums due the Architect for work to time of termination and after giving the Architect thirty (30) calendar days prior written notice by certified mail, stating the reason for such termination or suspension. Upon delivery of such notice by the Town to the Architect, the Architect shall discontinue all services in connection with the performance of the Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, the Architect shall submit a statement, showing in detail, the services performed under this Agreement less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, plans and reports prepared under this Agreement shall be delivered to the Town when and if this Agreement is terminated.

6.1.2 In the event of termination or abandonment of the Architect's services under this Agreement, payment shall be made to the Architect for all services performed to the date of same.

6.1.3 If this Agreement is terminated because of material breach of this Agreement by the Architect, the Town may have the remaining work and services to be performed by the Architect performed by another architect, and the Architect shall be liable to the Town for any excess costs accrued by the Town thereof.

**ARTICLE VII**  
**MISCELLANEOUS PROVISIONS**

**7.1 GOVERNING LAW**

7.1.1 This Agreement shall be governed in all respects by the laws of the State of Texas, without regard for conflict of laws principles. Venue for any dispute arising out of this Agreement shall lie exclusively in Denton County, Texas.

**7.2 MEANING OF TERMS AND LEGAL CONSTRUCTION**

7.2.1 Terms in this Agreement and in the Construction Contract shall be construed in accordance with their common and ordinary meaning, unless otherwise specifically defined in this Agreement or the Construction Contract.

7.2.2 The judicial doctrine that provides that documents or exculpatory provisions are to be construed against the drafter or provider of such documents or provisions does not apply to this Agreement, as each party has had a reasonable opportunity to obtain and consult with their own legal counsel regarding this Agreement.

### **7.3 COMPLIANCE WITH LAWS**

7.3.1 The Architect, its consultants, agents, employees, and subcontractors shall comply with all applicable Federal and State laws, charter, and ordinances of the Town, as amended, and all other applicable rules and regulations promulgated by federal, local, state, and national boards, bureaus, and agencies. The Architect shall complete only the professional services as required in the performance of the services contracted for herein.

### **7.4 USE AND OWNERSHIP OF DOCUMENTS**

7.4.1 The Architect's designs and work products under this Agreement including, but not limited to, tracings, drawings, plans, specifications, studies and other documents completed or partially completed, shall be the property of the Town, to be used as the Town desires, without restriction. The Architect specifically waives and releases any proprietary rights or ownership claims herein. The Town shall have unlimited right for the benefit of the Town for use in future projects to all drawings, designs, specifications, the Architect's designs and structures, notes and other pertinent consultant, architectural, or engineering work procured in the performance of this Agreement or in contemplation thereof, and all as-built drawings produced after completion of the Project work, if any, including the right to use same on any other Town work without additional cost to the Town. Any use of the aforementioned documents for future projects shall be without use of Architect's name or registration seal and without any liability to the Architect, its agents, employees, subcontractors, and consultants.

All information, documents, and communications relating to this Agreement shall be subject to the Texas Public Information Act ("Act") and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Act. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Agreement and the Architect agrees that the Agreement may be terminated if the Architect knowingly or intentionally fails to comply with a requirement of that subchapter. In accordance with the Act, the Architect agrees to:

- (1) preserve all contracting information related to the Agreement as provided by the records retention requirements applicable to the Town for the duration of the Agreement;
- (2) promptly provide to the Town any contracting information related to the Agreement that is in the custody or possession of the Architect on request of the Town; and
- (3) on completion of the Agreement, either:
  - (A) provide at no cost to the Town all contracting information related to the Agreement that is in the custody or possession of the Architect; or
  - (B) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to the Town.

### **7.5 SUCCESSORS AND ASSIGNS**

7.5.1 The Town and the Architect each binds itself and its successors, executors, administrators and assigns to any other party of the Agreement and to the successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the Town nor the Architect shall assign, sublet or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be constituted as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

## **7.6 INDEPENDENT CONTRACTOR**

7.6.1 The Architect shall perform its obligations under this Agreement as an independent contractor and shall not be considered an employee of the Town for any purpose whatsoever, including, but not limited to, entitlement to Town employee benefits. The Architect hereby expressly waives any claim or entitlement to such benefits. Furthermore, this Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture, or trust. Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

## **7.7 INSURANCE**

7.7.1 Prior to the commencement of services under this Agreement, Architect shall obtain standard comprehensive professional liability insurance coverage in an amount of at least \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate policy limit per year, covering the services provided under this Agreement, including contractual liability under this Agreement. A “claims made” policy is acceptable subject to coverage being maintained during the course of the Project and up to two (2) years after completion and acceptance of Project by the Town. Architect shall maintain such professional liability insurance coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail.

Architect will maintain general liability insurance coverage as follows:

- A. Worker’s Compensation Insurance – Statutory as required by the Texas Labor Code.
- B. Employer’s Liability Insurance - \$100,000 per accident; \$300,000 per disease; \$100,000 occupational disease per employee.
- C. Commercial General Liability Insurance - \$2,000,000 per occurrence; \$2,000,000 aggregate policy limit applies per project.
- D. Automobile Liability Insurance - \$1,000,000 CSL
- E. Excess Liability - \$5,000,000 per occurrence.

The Town of Northlake, including its officers, officials, employees, Boards and Commissions, and volunteers shall be named as an additional insured by endorsement to the general insurance coverage listed in this Agreement, excluding Workers’ Compensation, Employers’ Liability, and Professional Liability (for which a waiver of subrogation is required to be issued in favor of the Town), with regard to the Architect’s activities as required by this Agreement. The Architect shall provide any defense provided by the policy to a named insured. The coverage shall contain no special limitations on the scope of protection afforded to the Town, and all premiums arising from the coverage herein shall be the responsibility of the Architect. Architect shall maintain such general liability coverage during all phases of services and for two (2) years after final completion of the Project. The Town shall be supplied with a certificate of such coverage which shall provide for a thirty (30) day notice of cancellation, non-renewal, or change in limits by endorsement, to the Town by certified mail.

## **7.8 ARCHITECT’S SEAL**

7.8.1 The Architect shall place the Architect’s Seal, as may be required by Texas law or the rules or regulations of the Texas Board of Architectural Examiners, on all documents and data furnished by the Architect to the Town.

## **7.9 CONFIDENTIALITY**

7.9.1 The Architect will maintain as confidential any documents or information provided by the Town and will not release or publish same to any third party without prior permission from the Town, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to the Town.

## **7.10 SURVIVAL**

7.10.1 All provisions of this Agreement for indemnity or allocation of responsibility or liability between the Town and the Architect shall survive the completion of the services and the termination of the Agreement.

**7.11 SEVERABILITY**

7.11.1 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement, and this Agreement shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

**7.12 PUBLIC FUNDING**

7.12.1 This Agreement is subject to the appropriation of public funds by the Town in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Agreement for that fiscal year. The obligation of the Town pursuant to this Agreement in any fiscal year for which this Agreement is in effect shall constitute a current expense of the Town for that fiscal year only, and shall not constitute an indebtedness of the Town of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Agreement, this Agreement may be terminated without any liability to either party.

**7.13 TEXAS BOYCOTT PROHIBITIONS**

7.13.1 To the extent required by Texas law, Architect verifies that: (1) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, as amended, and that it will not during the term of this Agreement discriminate against a firearm entity or firearm trade association; (2) it does not “boycott Israel” as that term is defined in Texas Government Code § 808.001, and Texas Government Code Ch. 2271, as amended, and it will not boycott Israel during the term of this Agreement; (3) it does not engage in business with terrorist countries or other countries prohibited by the State of Texas; and (4) it does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of this Agreement.

**7.14 ETHICS DISCLOSURE**

7.14.1 To the extent required by law, the Architect represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295.

**7.15 ENTIRE AGREEMENT**

7.15.1 This Agreement represents the entire agreement between the Town and the Architect and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Town and Architect.

**EXECUTED** in one or more counterparts (each of which is an original) on behalf of the Architect and on behalf of the Town; each party thereunto duly authorized on the date first written above.

TOWN:  
TOWN OF NORTHLAKE, TEXAS

ARCHITECT:  
COMPANY NAME

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

ATTEST:

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

\_\_\_\_\_  
By:

ATTEST:

\_\_\_\_\_

**EXHIBIT "A"**  
**HOURLY RATES, DETAILED SCOPE OF WORK, AND PROPOSAL**

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025

**REF. DOC.:** Texas Local Government Code Chapter 29; Town of Northlake Home Rule Charter & Code of Ordinances

**SUBJECT:** Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Harris Hughey as Municipal Court Judge for a two year term beginning May 2025 and ending May 2027

**GOALS/  
OBJECTIVES:** Protect the Public; 1.5 - Attract and retain top quality staff, Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

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### **BACKGROUND INFORMATION:**

- Mr. Harris Hughey currently serving as Municipal Court Judge
  - Appointed May 2021
- Government Code; Home Rule Charter; Code of Ordinances authorizes Town Council to appoint Municipal Court Judge
- Appointment - 2 year term, ending May 2027

### **COUNCIL ACTION/DIRECTION:**

Approve proposed ordinance appointing a municipal judge and authorizing Town Manager to execute contract for services and compensation



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE**

**NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPOINTING HARRIS HUGHEY PURSUANT TO SECTION 29.004 OF THE TEXAS GOVERNMENT CODE, SECTION 6.02 OF THE TOWN OF NORTHLAKE CHARTER, AND CHAPTER 1, ARTICLE 1.04 MUNICIPAL COURT, DIVISION 1, SECTION 1.04.002, OF THE TOWN OF NORTHLAKE CODE OF ORDINANCES, TO SERVE AS MUNICIPAL COURT JUDGE FOR THE TOWN OF NORTHLAKE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 29.004 of the Texas Government Code, Section 6.02 of the Town of Northlake Home Rule Charter, and Chapter 1, Article 1.04 of the Code of Ordinances, the Town Council has the authority to appoint the Municipal Court Judge for the Town; and

**WHEREAS**, the term of office for Municipal Court Judge as outlined in the Northlake Home Rule Charter and Code of Ordinances shall be for two (2) years commencing May 2025 and ending May 2027; and

**WHEREAS**, the Town Council has determined it is the best interest of the Town, Municipal Court, and all residents, to appoint Harris Hughey as Municipal Court Judge.

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

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

**Section 2.** The Town Council hereby appoints Harris Hughey to serve as Municipal Court Judge for the Town of Northlake, Texas, for a two (2) year term, commencing May 2025 and ending May 2027; and authorizes the Town Manager to execute the agreement for services and compensation.

**Section 3.** This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

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Brian Montini, Mayor

Attest:

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Zolaina Parker, Town Secretary

## **PRESIDING MUNICIPAL COURT JUDGE LETTER AGREEMENT**

On April 10th, 2025, the Mayor of the Town of Northlake, with the concurrence of the Town Council for the Town of Northlake (“Town”), appointed Harris R. Hughey to serve as the Presiding Municipal Court Judge (“Judge”) for the Town of Northlake. This Letter Agreement (“Agreement”) shall become effective on May 1, 2025, subject to the following terms and conditions for such professional services.

### ***Section 1. Appointment.***

- a. The Judge shall be appointed in accordance with the Town Charter, and upon approval of the Town Council.
- b. The Town shall appoint one or more Alternate Judges in accordance with the Town Charter and upon approval by the Town Council.
- c. The Judge shall be the liaison between the Alternate Judge(s) and any Town departmental staff. The Judge shall conduct a performance review of each Alternate Judge no less than twice per year.

### ***Section 2. Term and Termination.***

- a. The Judge shall be, at all times and for all purposes, an independent contractor of the Town, as that term is defined by Texas legal authority. The Judge agrees that no property right shall be created by the execution of this Agreement.
- b. The Judge shall serve as Presiding Municipal Court Judge beginning on the effective date of this Agreement and shall end on May 1, 2027. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of the Town to terminate the services of the Judge at any time.
- c. The Judge shall serve at the pleasure of the Town Council. This Agreement and the Judge’s services may be terminated at any time by the Town Council, with or without cause, and with thirty (30) days’ notice.

### ***Section 3. Duties.***

- a. The Judge shall perform the functions and duties specified in the applicable sections of the Town Charter and Town Ordinances and shall perform such other legally permissible and proper duties and functions as the Town shall assign from time to time. The Judge shall provide the Town Council with updates of matters in the Northlake Municipal Court. Such updates shall occur at scheduled Town Council meetings.
- b. The Judge shall perform all services and duties customarily performed by a judge of a municipal court in the State of Texas.

- c. The Judge is required to keep abreast of state law and local ordinances, including state-mandated fees for the Northlake Municipal Court. Although a recognized function of judicial discretion, the Judge shall endeavor to enforce the law consistently and within suggested state guidelines and pursuant to the Standing Orders and shall be uniform and consistent in the implementation of judicial policy in accordance with State law and local ordinances. The Judge shall apply the law and enter judgments in accordance with State law and local ordinances, shall abide by all mandatory provisions of the law, and shall not create or apply exceptions where none exist under law. Judicial discretion shall only be applied where allowed under law.
- d. The Judge shall operate within the docket schedule prepared and coordinated by the Judge, the Court Administrator, the Municipal Court Prosecutor, the Town Attorney and the Town Manager, or designees thereof. The Judge shall timely perform all duties, including, but not limited to, the dockets set forth in the docket schedule.

***Section 4. Standing Orders.***

- a. The Town Council desires uniformity and consistency in the implementation of judicial policy in accordance with state law and local ordinances. Therefore, the Judge shall utilize the “Bench Book” produced by the Texas Municipal Court Education Center.
- b. The Judge shall promulgate and maintain judicial policies and procedures for insertion into “Standing Orders” which addresses the daily administration of the municipal court and trial procedures, for matters such as dismissals, installment payments, deferred disposition, and continuances. The Court Administrator will be available for consultation and comment with regard to any proposed procedures should the Judge so desire. The Town will provide the necessary secretarial staff to the Judge for clerical assistance. The Standing Orders shall be signed by each judge appointed by the Town Council. Any changes to the Standing Orders must be in writing and signed by the Judge prior to incorporation. No policy will be implemented by the clerks of the court prior to the same being in written form and executed by the Judge. Court clerks will not enforce oral policies.
- c. The Judge shall adhere to the Standing Orders.

***Section 5. On Call Procedures.***

- a. A written schedule setting the assigned judges’ duty report days shall be created and provided by the Judge to the Court and to the Police Department on a monthly basis no later than seven (7) days prior to the end of the previous month. Each day of the month shall have an assigned judge on duty for arraignments and

on duty for the scheduled court sessions. Duty days for the assigned judge shall begin at 7:00 a.m. and continue for the next twenty-four (24) hours. Changes to the “On Call” status shall be made by agreement between the Judge and any alternate judges; any modification to the schedule shall be submitted to the Court and to the Police Department, in writing, including the effective date, seven (7) days prior to any previously established schedule, excluding exigent circumstances. It is the responsibility of each judge to notify the Court and the Police Department of current telephone numbers and locations where the “On Call” judge may be reached while on duty if said number or locations are different from any such numbers or locations on file.

- b. When “On Call,” the judge must return calls within thirty (30) minutes. The Town shall provide a \$100/month mobile phone allowance for this purpose.

***Section 6. Municipal Court.***

- a. Court shall commence promptly for scheduled docket times on designated court dates. The Judge shall make every effort to take the bench and convene court dockets at the designated docket time.
- b. Court shall convene up to three times every month based on a yearly schedule, unless otherwise noted in advance and in writing, after consultation with the Court Administrator and the Municipal Court Prosecutor.

***Section 7. Arraignments.***

- a. Jail arraignments shall be performed on an as needed basis in accordance with the rules in the Standing Orders and all applicable state and federal laws. This schedule shall be a permanent responsibility, which must be maintained other than for emergencies or upon advance notice.
- b. All paperwork from jail arraignments must be properly completed. The Judge shall ensure that no judicially-inputted information is omitted on judgments, warrants and probable cause affidavits. Any documents prepared by Town staff that are not properly completed will be returned for correction by the Judge; however, this shall in no way be read to create a duty for the Judge to correct the document or to give legal advice to Town staff.
- c. The Judge shall be available when “On Call” to sign warrants, probable cause affidavits or emergency arraignments (such as for medical emergencies) at times other than as scheduled, or for times outside the normal business day of 8:00 a.m. to 5:00 p.m. The Police Department shall use all reasonable efforts to ensure that each situation receives immediate judicial attention. The Judge will be

compensated according to the rate(s) specified in Section 8 – *Compensation and Evaluation* of this Agreement for each additional job duty required.

- d. An alternate judge shall be “On Call” on the days where the Judge is not “On Call,” which shall be decided between the alternate judge(s) and the Judge. The alternate judge shall be available when “On Call,” and when acting as a substitute for the Judge, unless alternate arrangements have been agreed upon twenty-four (24) hours prior to the changed date and time. Additionally, when “On Call” the Judge must be available to sign both search and arrest warrants. Every effort will be made to do so during the normal business day; however, blood search warrants often require immediate attention outside normal business hours.
- e. Every effort shall be made by the Judge to give at least thirty (30) minutes’ notice to police personnel (either by contacting the CSO on duty or the main Northlake Police Department telephone number) prior to arrival on Town premises to conduct arraignments.

**Section 8. Compensation and Evaluation.**

- a. As compensation for all required services, and as outlined above, the Town agrees to pay to the Judge according to a rate-based/flat fee compensation plan. The Judge will receive a monthly stipend of One Thousand and No/100 Dollars (\$1,000.00) for such required duties as schedule making, developing policies, issuing Judge’s orders, legal reviews, telephone calls, and meetings with staff. The Judge shall also receive a flat rate per job duty according to the following schedule:

Arraignments	\$100.00
Night Court	\$500.00
Blood Draw Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$125.00
Faxed Warrants (personally reviewed or issued between 10:00 p.m. and 7:00 a.m., per warrant)	\$50.00

- b. In the event the Judge is required to testify at a court proceeding relative to his duties as Judge, the Judge shall be entitled to receive compensation at an amount \$100.00 per half day of appearance in court, to be approved by the Town in advance of such testimony, when feasible.
- c. The Judge shall send a bill to the Town once per month not later than the fifth day of each month. The bill shall indicate each date that the Judge performed a compensable duty outlined in Section 8(a), above, the duty performed, and the applicable flat daily rate. The bill shall also provide a total invoiced amount for the month.

- d. The Town shall pay the Judge once per month within twenty-one (21) days from the date the invoice is received by the Town unless the invoice is disputed by the Town, in which instance the Town may withhold the amount(s) of the disputed charges until such dispute is settled.
- e. The Town Council will endeavor to evaluate the Judge no less than once every (2) two years.
- f. The Town understands and agrees that certain judicial training is mandated by the State of Texas for the Judge. Such training and expenses associated with such training, and payment therefor, shall be coordinated with the Town’s Chief Financial Officer in advance of any such training. Judge will not be otherwise compensated for such training.

***Section 9. General Provisions.***

- a. The text herein, or as amended hereafter, in writing, by agreement of Town and Judge, shall constitute the entire agreement between the parties.
- b. This Agreement shall become effective on May 1, 2025.
- c. This Agreement shall be governed by the laws of the State of Texas and venue for any proceeding related to this Agreement shall be in Denton County, Texas.
- d. If any provision, or any portion thereof, contained in this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

**ACKNOWLEDGED AND ACCEPTED:**

\_\_\_\_\_  
Harris R. Hughey

\_\_\_\_\_  
Drew Corn, Town Manager  
Town of Northlake, Texas

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Date Signed

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



**DATE:** April 10, 2025

**REF. DOC.:** Texas Local Government Code Chapter 29; Town of Northlake Home Rule Charter & Code of Ordinances

**SUBJECT:** Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Alissa A. Janke as Alternate Municipal Court Judge for a term beginning May 2025 and ending May 2027

**GOALS/  
OBJECTIVES:** Protect the Public; 1.5 - Attract and retain top quality staff, Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

---

### **BACKGROUND INFORMATION:**

- Alternate Municipal Court Judge must be appointed by Town Council per Texas Local Government Code, Town Charter, and Code of Ordinances
- Alternate Municipal Court Judge to serve in instances when the principal Municipal Court Judge cannot be made available
- Appointment - term beginning May 2025, ending in May 2027 to correspond with Municipal Judge term

### **COUNCIL ACTION/DIRECTION:**

Approve proposed ordinance appointing Alissa A. Janke as Alternate Municipal Judge and authorize Town Manager to execute contract for services and compensation



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE**

**NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPOINTING ALISSA A. JANKE PURSUANT TO SECTION 29.004 OF THE GOVERNMENT CODE, SECTION 6.04 OF THE TOWN OF NORTHLAKE CHARTER, AND CHAPTER 1, ARTICLE 1.04 MUNICIPAL COURT DIVISION 1, SECTION 1.04.002, OF THE TOWN OF NORTHLAKE CODE OF ORDINANCES TO SERVE AS ALTERNATE MUNICIPAL COURT JUDGE FOR THE TOWN OF NORTHLAKE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 29.004 of the Texas Government Code, Section 6.04 of the Town of Northlake Home Rule Charter, and Chapter and Chapter 1, Article 1.04 of the Code of Ordinances, the Town Council has the authority to appoint the Alternate Municipal Court Judge for the Town; and

**WHEREAS**, the term of office for Alternate Municipal Court Judge as outlined in the Northlake Home Rule Charter and the Code of Ordinances shall be for a term commencing May 2025 and ending May 2027; and

**WHEREAS**, the Town Council has determined it is in the best interest of the Town, Municipal Court, and all residents, to appoint Alissa A. Janke as Alternate Municipal Court Judge.

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

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

**Section 2.** The Town Council hereby appoints Alissa A. Janke to serve as Alternate Municipal Judge for the Town of Northlake, Texas, for a term, commencing May 2025 and ending May 2027; and authorizes the Town Manager to execute the agreement for services and compensation.

**Section 3.** This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

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Brian Montini, Mayor

Attest:

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Zolaina Parker, Town Secretary

STATE OF TEXAS §  
TOWN OF NORTHLAKE §

**AGREEMENT BETWEEN THE TOWN OF NORTHLAKE**  
**AND**  
**ALISSA A. JANKE**

This Agreement is effective upon execution, between the Town of Northlake, acting through its duly elected Town Council (the “Town”) and Alissa A. Janke (the “Judge”) as follows:

**WITNESSETH:**

**WHEREAS**, pursuant to the authority granted to the Town Council through **The Town Charter** and the laws of the State of Texas, the Town Council of the Town of Northlake has appointed Alissa A. Janke as the Alternate Judge for the Town’s Municipal Court; and

**WHEREAS**, the parties desire to enter into this written Agreement setting forth all terms, conditions, and obligations of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises, the parties agree as follows:

**1. TERM**

- 1.1 The term of this Agreement shall be from date of execution and lasting through May 2027, unless sooner terminated as provided by the terms of this Agreement.

**2. SCOPE OF AGREEMENT**

- 2.1 The purpose of this Agreement is to engage Alissa A. Janke for the express purpose of serving the Town of Northlake, Texas, as the Alternate Judge for the Town’s Municipal Court.
- 2.2 Judge Alissa A. Janke shall perform all functions of the Judge for the Town’s Municipal Court as requested, as set forth in the current or revised **Charter of the Town of Northlake**, as required by **The Code of the Town of Northlake, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 The Town of Northlake’s Municipal Court (“Municipal Court”) shall be held at the courtroom currently located at 1500 Commons Circle, Suite 300

Northlake, TX 76226. However, the Town of Northlake reserves the right to designate days of the week, hours, and alternate locations where the Municipal Court may be held in the event that the specified facility should not be available.

- 2.4 The Town Council shall have the power to create and establish additional Municipal Courts, with the same or separate jurisdictions, and to appoint an additional Magistrate for each Court so established.
- 2.5 Judge Alissa A. Janke agrees to provide prompt, courteous, efficient, and professional services in the performance of her duties.
- 2.6 Pursuant to **The Town Charter**, Judge Alissa A. Janke shall not give orders to the Municipal Court Clerk or to any subordinates of the Town Manager.
- 2.7 Pursuant to **The Town Charter**, Judge Alissa A. Janke shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk or the Town Manager.
- 2.8 In the event Judge Alissa A. Janke is unable to act for any reason, the Town Council shall appoint the Alternate Municipal Court Judge to act in the Judge's place.

### 3. SALARY AND BENEFITS

- 3.1 Judge Alissa A. Janke shall be deemed an independent contractor of the Town.
- 3.2 The Town agrees to pay Judge Alissa A. Janke a flat rate for each job that is conducted for the court.

Arraignments	\$100.00
Night Court	\$275.00
Blood Draw Warrant	\$75.00
Faxed Warrant	\$50.00
On Call Pay	\$100.00

- 3.3 Judge Alissa A. Janke shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.4 The Town agrees to pay Judge Alissa A. Janke a daily rate of **two hundred twenty-five and no/100 dollars (\$225.00)** per day as well as her travel and expenses to attend the Texas Municipal Courts Education Center ("TMCEC") judges training for judges, up to a maximum of two (2) days

annually. Judge Alissa A. Janke is required to attend the TMCEC judges' training each year during the term of this Agreement.

- 3.5 The Town further agrees to pay Judge Alissa A. Janke a daily rate of **two hundred twenty-five and no/100 dollars (\$225.00)** per day, but no travel, expenses, or fees for any other additional Continuing Legal Education ("CLE") training of his choosing, up to a maximum of two (2) days annually. Judge Alissa A. Janke shall be responsible for any travel, expenses or fees associated with such additional CLE training.

#### 4. TERMINATION

- 4.1 Judge Alissa A. Janke shall serve at the pleasure of the Town Council. The Town may terminate Judge Alissa A. Janke at any time with or without cause by giving notice to Judge Alissa A. Janke of such termination.
- 4.2 Judge Alissa A. Janke may terminate this Agreement at any time with or without cause by giving notice to the Town.
- 4.3 Judge Alissa A. Janke shall waive all claims for compensation if not claimed within thirty (30) days from the date of the termination of this Agreement.

#### 5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the Town of Northlake, Denton County, Texas. Venue shall lie in Denton County, Texas.

**IN WITNESS WHEREOF**, the Town Council of the Town of Northlake, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the Town of Northlake.

TOWN OF NORTHLAKE, TEXAS

DATE APPROVED: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Alissa A. Janke, *Municipal Court Judge*

ATTEST: \_\_\_\_\_  
Zolaina Parker, *Town Secretary*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Town Attorney*

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



**DATE:** April 10, 2025

**REF. DOC.:** Texas Local Government Code Chapter 29; Town of Northlake Home Rule Charter & Code of Ordinances

**SUBJECT:** Consider approval of an Ordinance of the Town of Northlake, Texas, appointing Stephanie Askew as Alternate Municipal Court Judge for a term beginning May 2025 and ending May 2027

**GOALS/  
OBJECTIVES:** Protect the Public; 1.5 - Attract and retain top quality staff, Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

---

### **BACKGROUND INFORMATION:**

- Alternate Municipal Court Judge must be appointed by Town Council per Texas Local Government Code, Town Charter, and Code of Ordinances
- Alternate Municipal Court Judge to serve in instances when the principal Municipal Court Judge cannot be made available
- Appointment - term beginning May 2025, ending in May 2027 to correspond with Municipal Judge term

### **COUNCIL ACTION/DIRECTION:**

Approve proposed ordinance appointing Stephanie Askew as Alternate Municipal Judge and authorize Town Manager to execute contract for services and compensation



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE**

**NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPOINTING STEPHANIE ASKEW PURSUANT TO SECTION 29.004 OF THE GOVERNMENT CODE, SECTION 6.04 OF THE TOWN OF NORTHLAKE CHARTER, AND CHAPTER 1, ARTICLE 1.04 MUNICIPAL COURT DIVISION 1, SECTION 1.04.002, OF THE TOWN OF NORTHLAKE CODE OF ORDINANCES TO SERVE AS ALTERNATE MUNICIPAL COURT JUDGE FOR THE TOWN OF NORTHLAKE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, pursuant to Section 29.004 of the Texas Government Code, Section 6.04 of the Town of Northlake Home Rule Charter, and Chapter and Chapter 1, Article 1.04 of the Code of Ordinances, the Town Council has the authority to appoint the Alternate Municipal Court Judge for the Town; and

**WHEREAS**, the term of office for Alternate Municipal Court Judge as outlined in the Northlake Home Rule Charter and the Code of Ordinances shall be for a term commencing May 2025 and ending May 2027; and

**WHEREAS**, the Town Council has determined it is in the best interest of the Town, Municipal Court, and all residents, to appoint Stephanie Askew as Alternate Municipal Court Judge.

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

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

**Section 2.** The Town Council hereby appoints Stephanie Askew to serve as Alternate Municipal Judge for the Town of Northlake, Texas, for a term, commencing May 2025 and ending May 2027; and authorizes the Town Manager to execute the agreement for services and compensation.

**Section 3.** This Ordinance shall take effect and be in full force from and after the date of its passage and publication as required by law.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

---

Brian Montini, Mayor

Attest:

---

Zolaina Parker, Town Secretary

STATE OF TEXAS §  
TOWN OF NORTHLAKE §

**AGREEMENT BETWEEN THE TOWN OF NORTHLAKE**  
**AND**  
**STEPHANIE ASKEW**

This Agreement is effective upon execution, between the Town of Northlake, acting through its duly elected Town Council (the “Town”) and Stephanie Askew (the “Judge”) as follows:

**WITNESSETH:**

**WHEREAS**, pursuant to the authority granted to the Town Council through **The Town Charter** and the laws of the State of Texas, the Town Council of the Town of Northlake has appointed Stephanie Askew as the Alternate Judge for the Town’s Municipal Court; and

**WHEREAS**, the parties desire to enter into this written Agreement setting forth all terms, conditions, and obligations of the parties.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises, the parties agree as follows:

**1. TERM**

- 1.1 The term of this Agreement shall be from date of execution and lasting through May 2027, unless sooner terminated as provided by the terms of this Agreement.

**2. SCOPE OF AGREEMENT**

- 2.1 The purpose of this Agreement is to engage Stephanie Askew for the express purpose of serving the Town of Northlake, Texas, as the Alternate Judge for the Town’s Municipal Court.
- 2.2 Judge Stephanie Askew shall perform all functions of the Judge for the Town’s Municipal Court as requested, as set forth in the current or revised **Charter of the Town of Northlake**, as required by **The Code of the Town of Northlake, as amended**, by applicable State law, as it now exists or may be amended in the future, and the **Texas Code of Judicial Conduct**.
- 2.3 The Town of Northlake’s Municipal Court (“Municipal Court”) shall be held at the courtroom currently located at 1500 Commons Circle, Suite 300

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- 2.5 Judge Stephanie Askew agrees to provide prompt, courteous, efficient, and professional services in the performance of her duties.
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- 2.7 Pursuant to **The Town Charter**, Judge Stephanie Askew shall deal with the administrative services of Municipal Court solely through the Municipal Court Clerk or the Town Manager.
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- 3.2 The Town agrees to pay Judge Stephanie Askew a flat rate for each job that is conducted for the court.

Arraignments	\$100.00
Night Court	\$275.00
Blood Draw Warrant	\$75.00
Faxed Warrant	\$50.00
On Call Pay	\$100.00

- 3.3 Judge Stephanie Askew shall pay all applicable local, state, federal taxes, including income tax, withholding tax, social security tax, and pension contributions, if any.
- 3.4 The Town agrees to pay Judge Stephanie Askew a daily rate of **two hundred twenty-five and no/100 dollars (\$225.00)** per day as well as her travel and expenses to attend the Texas Municipal Courts Education Center

("TMCEC") judges training for judges, up to a maximum of two (2) days annually. Judge Stephanie Askew is required to attend the TMCEC judges' training each year during the term of this Agreement.

- 3.5 The Town further agrees to pay Judge Stephanie Askew a daily rate of **two hundred twenty-five and no/100 dollars (\$225.00)** per day, but no travel, expenses, or fees for any other additional Continuing Legal Education ("CLE") training of his choosing, up to a maximum of two (2) days annually. Judge Stephanie Askew shall be responsible for any travel, expenses or fees associated with such additional CLE training.

#### 4. TERMINATION

- 4.1 Judge Stephanie Askew shall serve at the pleasure of the Town Council. The Town may terminate Judge Stephanie Askew at any time with or without cause by giving notice to Judge Stephanie Askew of such termination.
- 4.2 Judge Stephanie Askew may terminate this Agreement at any time with or without cause by giving notice to the Town.
- 4.3 Judge Stephanie Askew shall waive all claims for compensation if not claimed within thirty (30) days from the date of the termination of this Agreement.

#### 5. GENERAL PROVISIONS

- 5.1 If any provision of this Agreement shall, for any reason, be held violative of any applicable law, the invalidity of such a specific provision of this Agreement shall not be deemed to invalidate any other provisions of this Agreement, which shall remain in full force and effect unless removal of the invalid provisions destroy the legitimate purposes of this Agreement, in which event the parties shall deem this Agreement canceled.
- 5.2 The paragraph headings used in this Agreement are descriptive only and shall have no legal force or effect.
- 5.3 This Agreement represents the entire agreement by and between the parties, except as otherwise provided in this Agreement, and it may not be changed except by written amendment duly executed by all parties.
- 5.4 This Agreement shall be subject to and governed by the laws of the State of Texas. Any and all obligations or payments are due and payable in the Town of Northlake, Denton County, Texas. Venue shall lie in Denton County, Texas.

**IN WITNESS WHEREOF**, the Town Council of the Town of Northlake, by and through the Mayor, has caused this Agreement to be executed and that upon execution thereof, it shall be deemed the act and deed of the Town of Northlake.

TOWN OF NORTHLAKE, TEXAS

DATE APPROVED: \_\_\_\_\_

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

BY: \_\_\_\_\_  
Stephanie Askew, *Municipal Court Judge*

ATTEST: \_\_\_\_\_  
*Zolaina Parker, Town Secretary*

APPROVED AS TO FORM:

\_\_\_\_\_  
*Town Attorney*

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



**DATE:** April 10, 2025

**REF. DOC.:** Doc. No. 2019-153256, Official Public Deed Records, Denton County, Texas; Design-Build Agreement with Lee Lewis Construction, Inc.

**SUBJECT:** Consider approval of an Ordinance of the Town of Northlake, Texas, dedicating as public right of way a certain 0.012 acre portion of property owned by the Town and situated in the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas; authorizing the Town Secretary to record this Ordinance in the official public deed records of Denton County, Texas; and providing an effective date

**GOALS/  
OBJECTIVES:** Promote Economic Vitality; 6.3 - Build out sports and entertainment corridor

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### **BACKGROUND INFORMATION:**

- Town entered into design-build contract with Lee Lewis Construction for construction of StarCenter Multisport Northlake
- Design-builder is working with Coserv to provide electric service to site
- Most efficient route crosses corner of property owned by Town for South Pump Station
- Corner area proposed to be dedicated by Ordinance as public right-of-way (ROW) for use by CoServ
- Dedication of necessary ROWs and easements required before CoServ will release job for construction
- Proposed ROW is adjacent to planned Stars Way and Olympic Plaza ROW to be dedicated by plat

### **COUNCIL ACTION/DIRECTION:**

Approve Ordinance dedicating public right of way



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE**

**NO.**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DEDICATING AS PUBLIC RIGHT OF WAY A CERTAIN 0.012 ACRE PORTION OF PROPERTY OWNED BY THE TOWN AND SITUATED IN THE LEWIS MEDLIN SURVEY, ABSTRACT NO. 830, TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS; AUTHORIZING THE TOWN SECRETARY TO RECORD THIS ORDINANCE IN THE OFFICIAL PUBLIC DEED RECORDS OF DENTON COUNTY, TEXAS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town of Northlake, Texas (the “Town”) is a home-rule municipality organized under the laws of the State of Texas and acting under its charter adopted by the electorate pursuant to Article XI, Section 5 of the Texas Constitution and Chapter 9 of the Local Government Code; and

**WHEREAS**, the Town is the owner of real property situated in the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas, being a 1.67 acre tract of land as described in the deed to the Town, recorded in 2019-153256, Official Public Deed Records, Denton County, Texas (the “Property”); and

**WHEREAS**, the Town desires to dedicate for any and all public right of way purposes, including, but not limited to, electrical facilities and franchise utility purposes, that certain portion of the Property shown and more particularly identified on the attached Exhibit A, which is attached to this Ordinance and made a part hereof as if fully incorporated herein; and

**WHEREAS**, the Town Council finds and determines that dedication of the public right of way primarily promotes a public purpose of the Town and provides a benefit to the general public; and

**WHEREAS**, the Town Council finds and determines that this Ordinance in made in the exercise of the Town’s governmental functions in the interest of the public health, safety, and welfare, of the Town and the general public.

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

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

**Section 2.** The Town hereby dedicates for public right of way purposes, including, but not limited

to, electrical facilities and franchise utility purposes, that certain portion of the Property shown and more particularly identified on the attached **Exhibit A**, which consists of 540 square feet or 0.012 acres of land.

**Section 3.** The Town Manager and Town Secretary are authorized to execute any documents necessary to file this Ordinance for recording in the Official Public Deed Records of Denton County, Texas.

**Section 4.** Upon execution of this Ordinance by the Mayor, the Town Secretary, shall file this Ordinance for recording in the Official Public Deed Records of Denton County, Texas.

**Section 5.** This Ordinance shall take effect immediately from and after its passage, and it is so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

---

Brian Montini, Mayor

Attest:

---

Zolaina Parker, Town Secretary

"EXHIBIT A"

STATE OF TEXAS;  
COUNTY OF DENTON:

BEING a 0.012 acre tract of land situated the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas, being a portion of a called 1.67 acre tract of land as described in deed to The Town of Northlake, Texas, recorded in 2019-153256, Official Records, Denton County, Texas (ORDCT), and being more particularly described as follows:

BEGINNING at the northeast corner of said Town of Northlake called 1.67 acre tract, said point being an angle point in the southerly line of a remainder portion of a tract of land as described in deed to Chadwick Farms, Ltd., recorded in Volume 4815, Page 789, Deed Records, Denton County, Texas;

THENCE South 21 degrees 26 minutes 47 seconds West, along the easterly line of said Town of Northlake called 1.67 acre tract and a reentrant line of said Chadwick Farms remainder tract, at a distance of 12.85 feet passing the most northerly northwest corner of a called 17.385 acre tract of land as described in deed to The Town of Northlake, Texas, recorded in 2024-31196, ORDCT, continuing along the easterly line of said Town of Northlake called 1.67 acre tract and a west line of said Town of Northlake called 17.385 acre tract, a distance o 22.88 feet to the southeast corner of the herein described tract, from which a 1/2" rebar capped GMCIVIL set a the southeast corner of said Town of Northlake called 1.67 acre tract bears South 21 degrees 26 minutes 47 seconds West, 388.66 feet;

THENCE departing said west line of said Town of Northlake called 17.385 acre tract, across said Town of Northlake called 1.67 acre tract, as follows:

North 72 degrees 16 minutes 15 seconds West, a distance of 22.93 feet to the east line of a Coserv Electric easement recorded in 2022-63389, ORDCT;

North 17 degrees 50 minutes 48 seconds East, along the east line of said Coserv Electric easement recorded in 2022-63389, ORDCT and a Coserv Electric easement recorded in 2022-20748, ORDCT, a distance of 22.85 feet to a point the north line of said Town of Northlake called 1.67 acre tract at the northeast corner of said Coserv Electric easement recorded in 2022-20748, ORDCT;

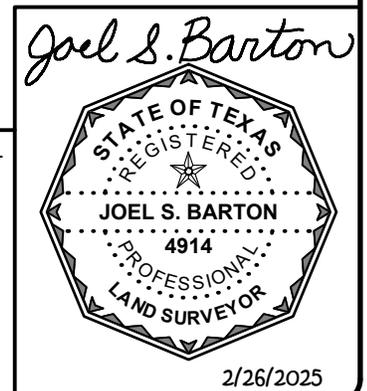
THENCE South 72 degrees 13 minutes 22 seconds East, along the north line of said Town of Northlake called 1.67 acre tract and the southerly line of said Chadwick Farms remainder tract, a distance of 24.37 feet to the POINT OF BEGINNING and containing 540 square feet or 0.012 acre of land.

NOTE:  
Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

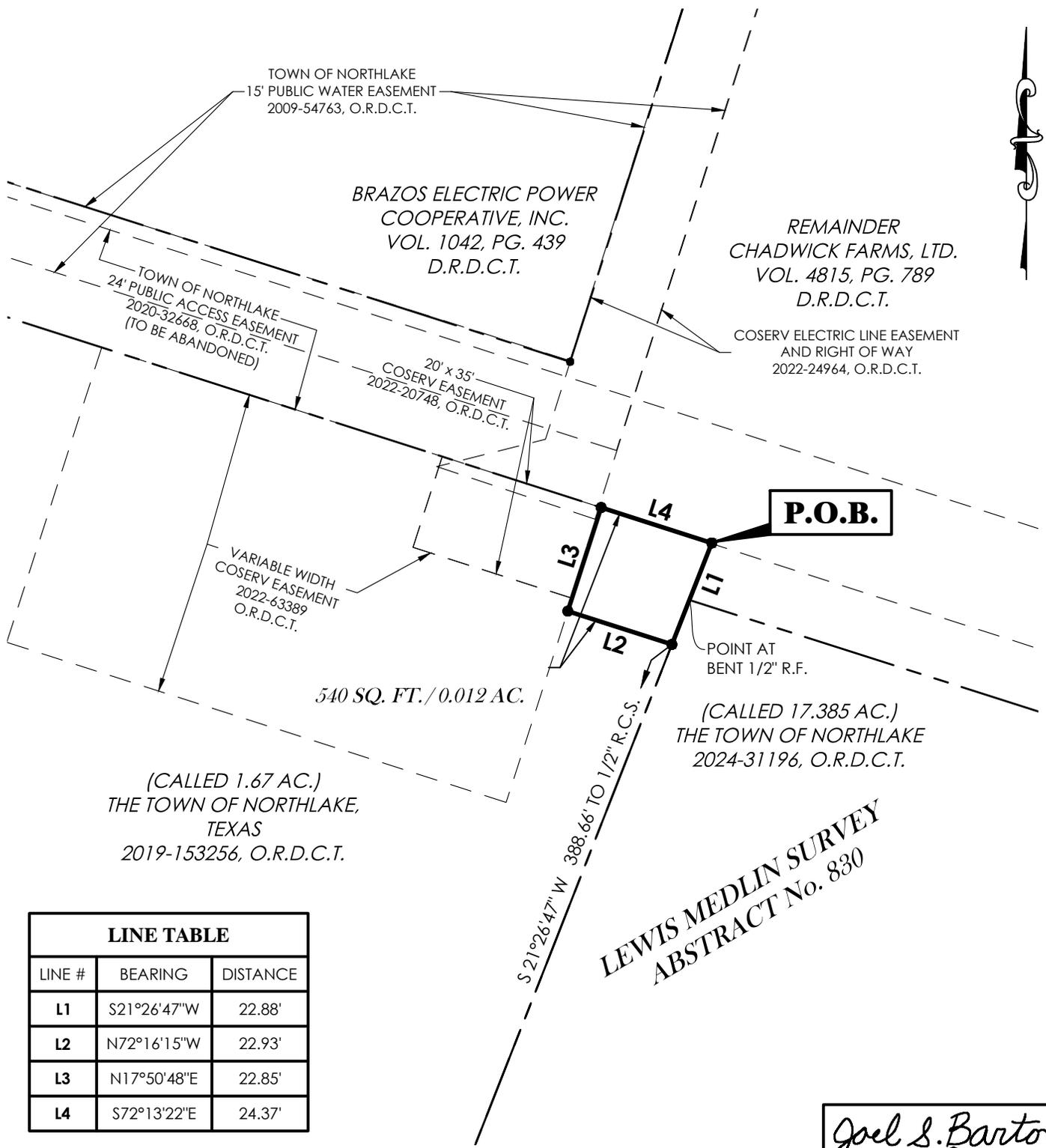


**GM civil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale:	NONE	Sheet
Date:	2/26/2025	1
Job No.:	23027	of
Drafted:	T.A.D.	2
Checked:	J.S.B.	



"EXHIBIT A"



(CALLED 1.67 AC.)  
THE TOWN OF NORTHLAKE,  
TEXAS  
2019-153256, O.R.D.C.T.

(CALLED 17.385 AC.)  
THE TOWN OF NORTHLAKE  
2024-31196, O.R.D.C.T.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S21°26'47"W	22.88'
L2	N72°16'15"W	22.93'
L3	N17°50'48"E	22.85'
L4	S72°13'22"E	24.37'

S 21°26'47" W 388.66' TO 1/2" R.C.S.

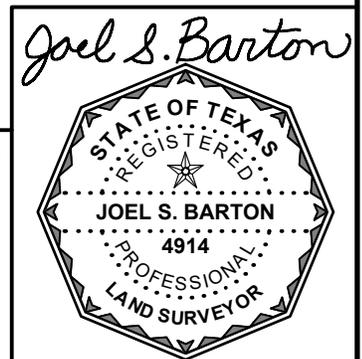
LEWIS MEDLIN SURVEY  
ABSTRACT No. 830



**GM civil**  
Engineering & Surveying  
2559 SW Grapevine Pkwy, Grapevine, Texas 76051  
817-329-4373  
TxEng Firm # F-2944 | TxSurv Firm # 10021700

Scale: 1" = 30'  
Date: 2/26/2025  
Job No.: 23027  
Drafted: T.A.D.  
Checked: J.S.B.

Sheet  
2  
of  
2



2/26/2025

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



<b>DATE:</b>	April 10, 2025
<b>REF. DOC.:</b>	Northlake Business Park Development Agreement (DA); Interlocal Cooperation Agreement with Northlake Municipal Management District No. 1 (MMD1) and related cost sharing agreements
<b>SUBJECT:</b>	Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the acquisition of a permanent utility easement along the eastern and southern boundary of an 11.5358-acre property generally located south of FM 407 west of the intersection with Faught Road and owned by Northlake Bible Church Inc
<b>GOALS/ OBJECTIVES:</b>	Invest in Infrastructure; 4.4 - Provide adequate water and sewer infrastructure, Advance Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction

---

### **BACKGROUND INFORMATION:**

- DFW Northlake Business Park, LLC owns 67.95 acres in Northlake (formerly in ETJ)
  - North of FM 407 in 1600 and 1700 blocks of FM 407
  - Proposed commercial/light industrial development to be known as Northlake Business Park
- June 22, 2023: Development Agreement (DA) approved by Town Council
  - DA included provisions for extension of sanitary sewer to serve development
    - Developer to construct sewer line
    - Town to assist with easement acquisition and capacity increase for off-site sewer line
- August 22, 2024 Town Council Meeting
  - Approved Resolution No. 24-56 - Interlocal Cooperation Agreement with Northlake MMD1
    - Pro-rate shared cost of capacity increase of wastewater line
  - Approved Resolution No. 24-57 - Cost sharing agreement with MHI Partnership and MMD1
  - Approved Resolution No. 24-58 - Cost sharing agreement with HP Gibbs and MMD1
- Northlake Bible Church has plans under review for development of property
  - Proposed easement location shown on plans
  - Church intends to dedicate easement by plat as negotiated with Town

### **COUNCIL ACTION/DIRECTION:**

Authorize acquisition of easement from Northlake Bible Church



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION**

**NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE ACQUISITION OF A PERMANENT UTILITY EASEMENT ALONG THE EASTERN AND SOUTHERN BOUNDARY OF AN 11.5358-ACRE PROPERTY GENERALLY LOCATED SOUTH OF FM 407 WEST OF THE INTERSECTION WITH FAUGHT ROAD AND OWNED BY NORTHLAKE BIBLE CHURCH INC.; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the provision of sewage service to a limited area north of FM 407 to enable business development and annexation of properties is a priority of the Town Council of the Town of Northlake; and

**WHEREAS**, on June 22, 2023, the Town Council approved a Development Agreement with DFW Northlake Business Park, LLC, the owner of approximately 67.95 acres north of FM 407; and

**WHEREAS**, the Development Agreement provides for the extension of sanitary sewer to serve development of the property with the developer to construct the sanitary sewer infrastructure and the town to assist with easement acquisition and capacity increase for off-site sewer lines; and

**WHEREAS**, on August 22, 2024, the Town Council approved an Interlocal Agreement and cost sharing agreements necessary to extend sanitary sewer service north of FM 407; and

**WHEREAS**, plans call for the extension of a sanitary sewer line along the eastern and southern boundary of an 11.5358-acre property generally located south of FM 407 west of the intersection with Faught Road and owned by Northlake Bible Church Inc.; and

**WHEREAS**, negotiations between the Town of Northlake and Northlake Bible Church Inc. have resulted in an offer for the Town to acquire a permanent utility easement from Northlake Bible Church Inc., to accommodate the sanitary sewer line as generally shown on the attached **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.** The Town Council hereby approves and authorizes the Town Manager to acquire a permanent utility easement from Northlake Bible Church Inc. as generally depicted in **Exhibit A.**

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

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

---

Brian Montini, Mayor

Attest:

---

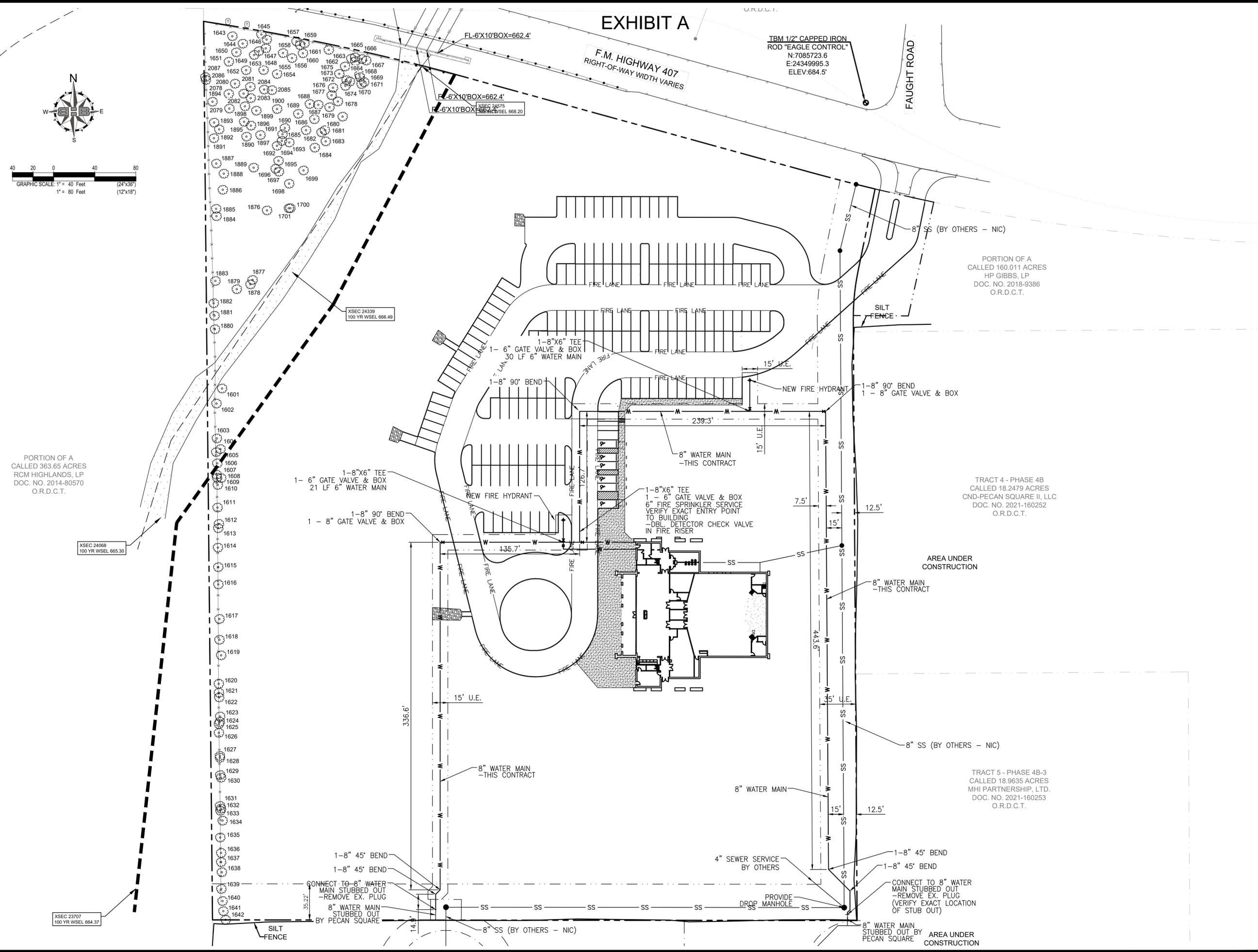
Zolaina Parker, Town Secretary

**UTILITY PLAN**

NO.	DESCRIPTION	DATE

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF JOHN W. BAIRD, JR., P.E. Tx No. 42645. IT IS NOT INTENDED FOR CONSTRUCTION, BIDDING OR PERMIT PURPOSES.

**EXHIBIT A**



2/04/2025 4:58PM E:\2024\000\000\2024.156.000 - Northlake Bible Church Civil/Drainage & Drainage\02 Civil\156 Site Plan.dwg Utility Plan

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**

---



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**DATE:** April 10, 2025  
**Section:** 5. ACTION ITEMS

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



**DATE:** April 10, 2025

**REF. DOC.:** Town of Northlake Charter, 2.03 Street Powers; Texas Transportation Code Ch. 311

**SUBJECT:** Consider approval of a Resolution of the Town of Northlake, Texas, authorizing street name changes for sections of Cleveland-Gibbs Road to Gibbs Road, Cleveland Road, and Dale Earnhardt Way, and providing an effective date.

- i. Public Hearing
- ii. Consider Approval

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

---

### BACKGROUND INFORMATION:

- Town Council has exclusive authority for renaming streets within Town limits
- October 10, 2024: Council briefed on need for future street name changes
  - Existing street names typically honored founding or historic families (i.e., Faught, Sam Lee, Whyte)
  - Repeated street names create confusion for emergency personnel and first responders
  - As stair-stepped roads along property lines become a grid layout, opportunities for street naming arise
  - Town can name Farm-to-Market roads which allows for brand identity
  - Several parts of Cleveland-Gibbs Road are or will be disconnected
    - At IH 35W due to TXDOT alignment requirements with proposed new Mulkey Lane bridge
      - West of IH 35W proposed to be Gibbs Road
      - East of IH 35W proposed to be Cleveland Road
    - South of SH 114 disconnected but continuous with Dale Earnhardt Way north of SH 114
- Changing name of Cleveland-Gibbs Road recommended as new sections open
  - Final section of Cleveland-Gibbs in The Ridge recently opened
    - New signage installed in anticipation of renaming to Gibbs Road
  - New alignment of Cleveland-Gibbs along Pecan Square near completion
    - Named Gibbs Road by plat
    - Will fully open and connect to existing Cleveland-Gibbs Road alignment next summer
  - SH 114 construction project underway
    - Name change can be incorporated in new signage
- Cleveland-Gibbs Road proposed to change to:
  - Gibbs Road from 6000 through 8800 blocks between Robson Ranch Road and approximately 1,500 feet south of Elm Place
  - Cleveland Road from 9600 through 13400 blocks between approximately 1,500 feet north of Westbridge Drive to Dale Earnhardt Way
  - Dale Earnhardt Way from 14000 through 14600 blocks between SH 114 and Chadwick Parkway
- March 13, 2025: Council called public hearing to be held on April 10th
  - Notice of public hearing:
    - Posted on Town website

- Mailed to affected property owners
- Next Steps
  - Hold public hearing and consider approval of name changes at this meeting
  - Coordinate with Denton County to change names for areas outside Town limits
  - Notify property owners and address agencies of address changes due to new street names
  - Change street name signs and update street names on maps

**COUNCIL ACTION/DIRECTION:**

- Hold public hearing
- Consider approval of street name changes



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION**

**NO.**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING STREET NAME CHANGES FOR SECTIONS OF CLEVELAND-GIBBS ROAD TO GIBBS ROAD, CLEVELAND ROAD, AND DALE EARNHARDT WAY; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, new street alignments and disconnected streets with repeated names create confusion for emergency personnel and first responders as well as the general public; and

**WHEREAS**, several sections of Cleveland-Gibbs Road are currently disconnected, and it will be further disconnected at IH 35W due to a proposed new bridge alignment to meet TxDOT standards; and

**WHEREAS**, new street alignments have been planned along the current Cleveland-Gibbs Road corridor as exhibited in multiple documents including the Town of Northlake's Master Thoroughfare Plan (MTP), Denton County's Thoroughfare Plan, TxDOT's plans for expansion of IH 35W, and plats and plans for development in the corridor; and

**WHEREAS**, sections of Cleveland-Gibbs Road are proposed to be renamed so that continuous street alignments that are or will become disconnected will have separate names; and

**WHEREAS**, the Northlake Town Council held a public hearing to consider the proposed street name changes with notice of the hearing mailed to property owners and occupants that would be impacted by address changes;

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

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

**Section 2.** The Town Council hereby finds that it is in the best interest of the Town to change the name of certain sections of Cleveland-Gibbs Road as follows to:

1. Gibbs Road from the 6000 through 8800 blocks between Robson Ranch Road and approximately 1,500 feet south of Elm Place as depicted on **Exhibit A**.
2. Cleveland Road from the 9600 through 13400 blocks between approximately

- 1,500 feet north of Westbridge Drive to Dale Earnhardt Way as depicted on **Exhibit B.**
3. Dale Earnhardt Way from the 14000 through 14600 blocks between SH 114 and Chadwick Parkway as depicted on **Exhibit C.**

**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 10, 2025.

Town of Northlake, Texas

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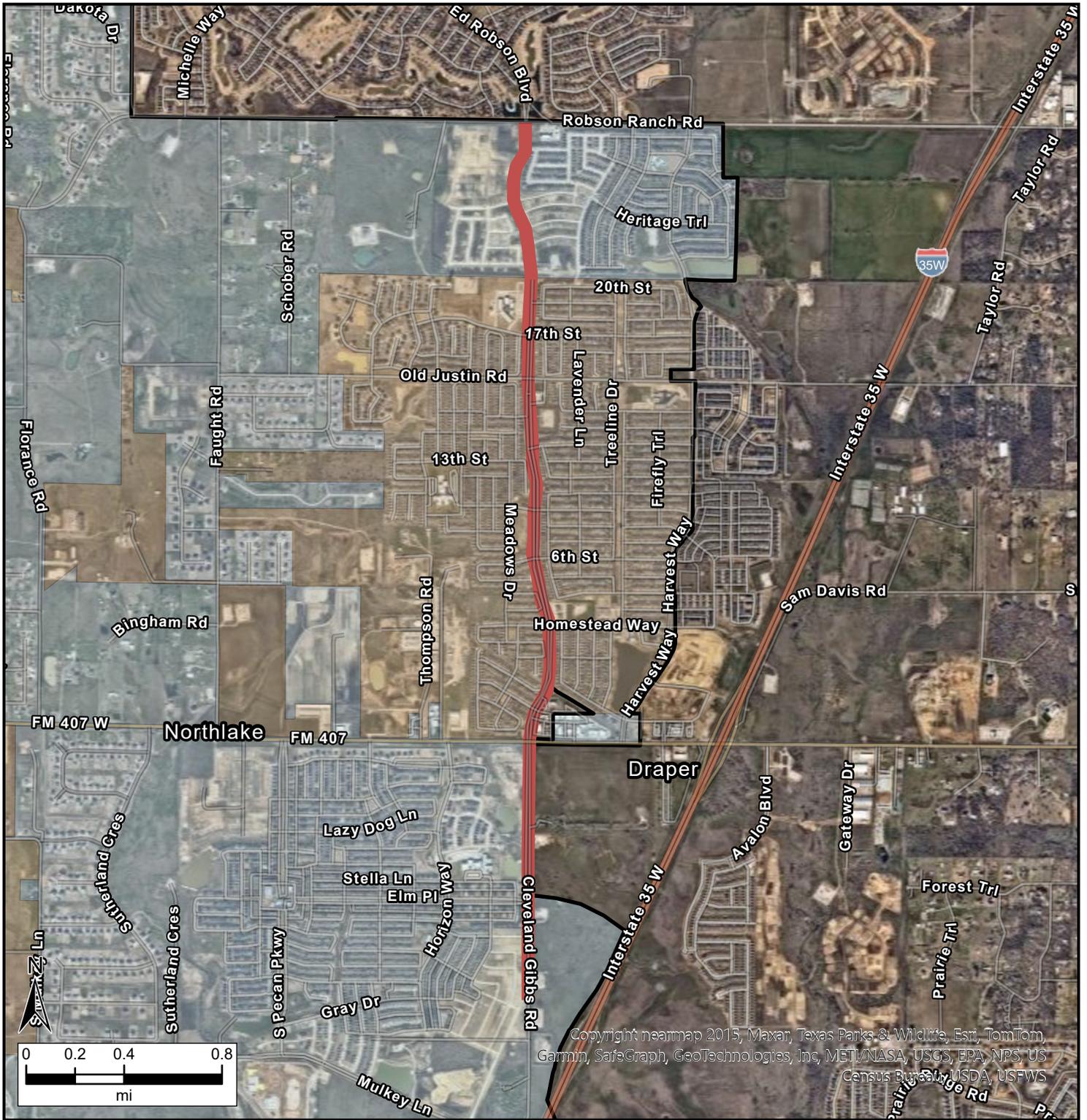
Brian Montini, Mayor

Attest:

---

Zolaina Parker, Town Secretary

# Exhibit A - Gibbs Road



## Legend

Northlake Boundary

## Town of Northlake Incorporated Area and ETJ RGB

Incorporated Area

Extraterritorial Jurisdiction

Limited Purposes Annexation

## Nearmap Reference Layer

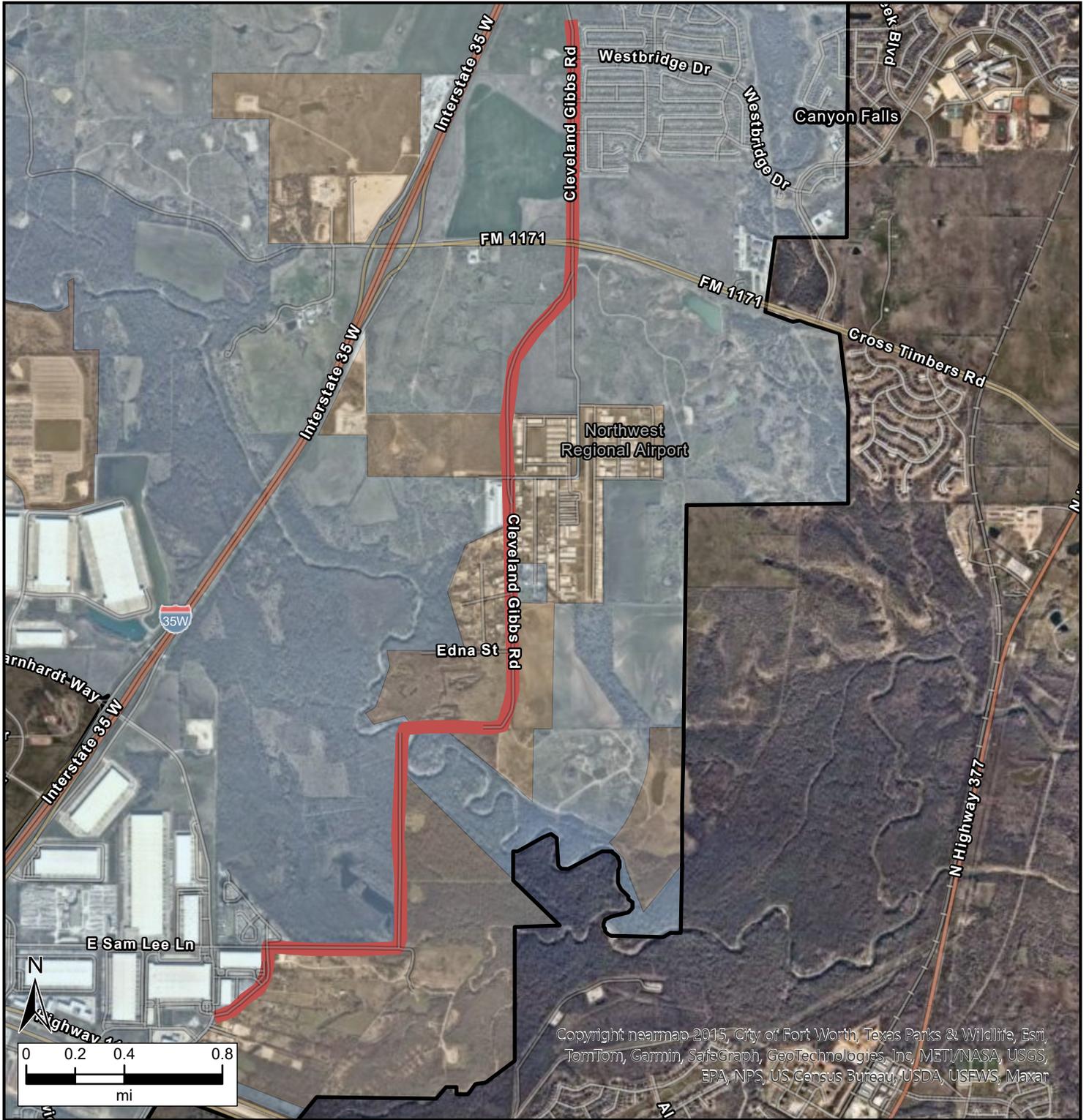
Red: Band\_1

Green: Band\_2

Blue: Band\_3



# Exhibit B - Cleveland Road



Copyright nearmap 2015, City of Fort Worth, Texas Parks & Wildlife, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USEWS, Maxar

## Legend

Northlake Boundary

## Town of Northlake Incorporated Area and ETJ RGB

- Incorporated Area
- Extraterritorial Jurisdiction
- Limited Purposes Annexation

## Nearmap Reference Layer

- Red: Band\_1
- Green: Band\_2
- Blue: Band\_3



# Exhibit C - Dale Earnhardt Way



Maxar, Microsoft, Copyright nearmap 2015, Esri Community Maps Contributors, City of Fort Worth, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/ NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS

## Legend

 Northlake Boundary

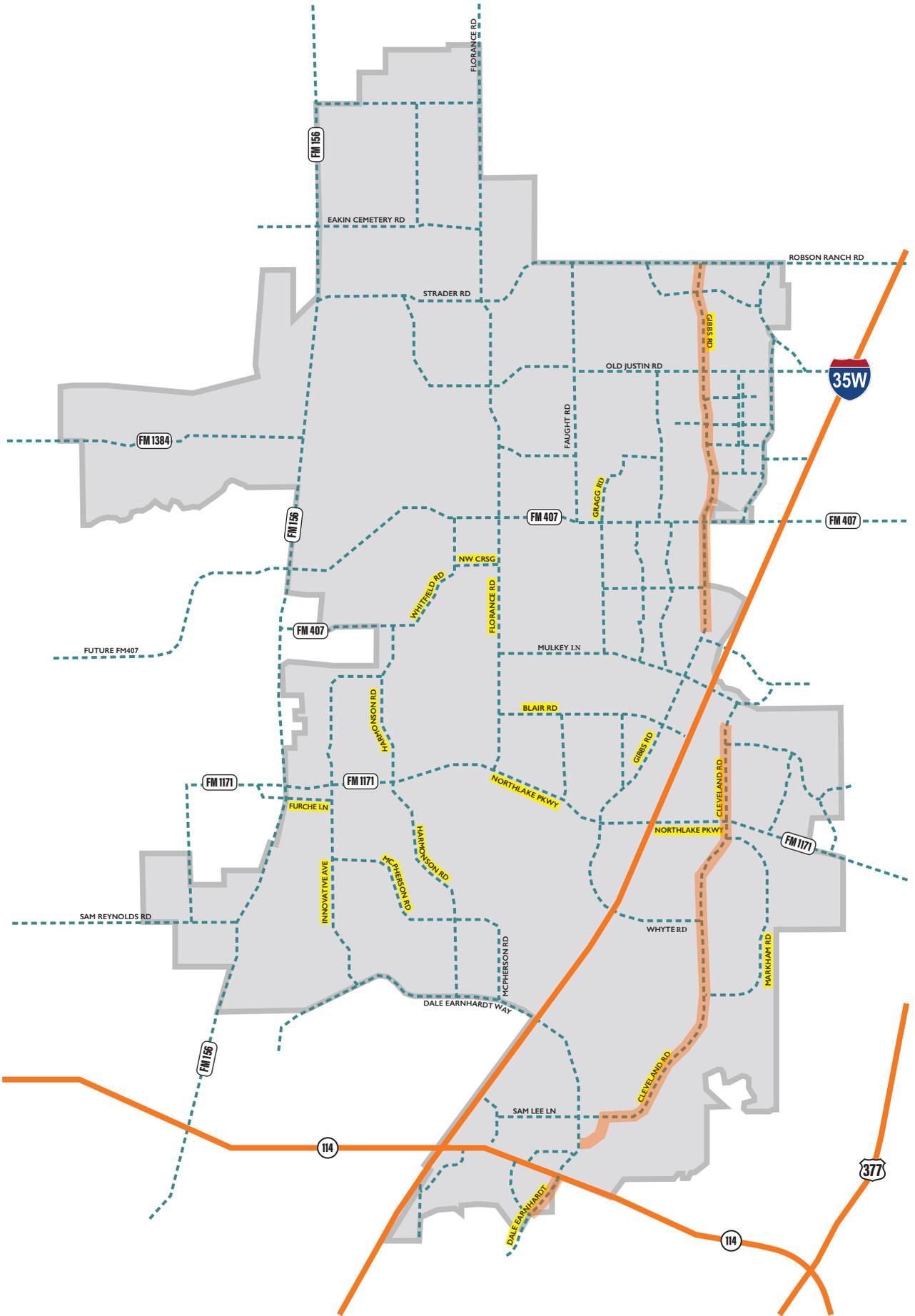
## Town of Northlake Incorporated Area and ETJ RGB

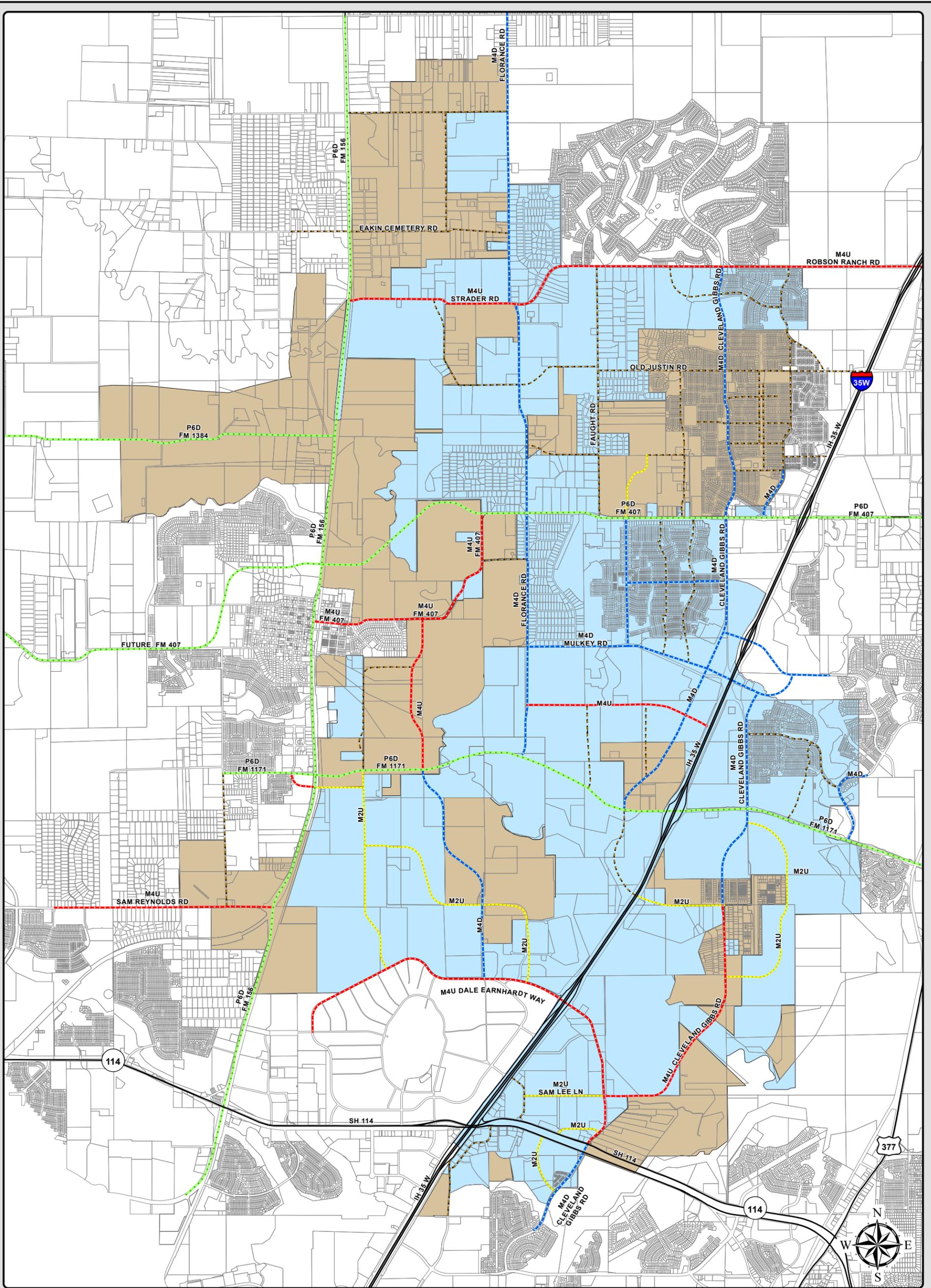
-  Incorporated Area
-  Extraterritorial Jurisdiction
-  Limited Purposes Annexation

## Nearmap Reference Layer

-  Red: Band\_1
-  Green: Band\_2
-  Blue: Band\_3







**Map Features**

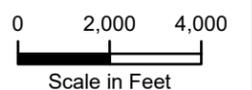
- |   |  |
|---|--|
| Thoroughfare Type   |  |
|  M2U   |  Collector Road |
|  M4D   |  Major Roads    |
|  M4U   |  |
|  P6D   |  |
| <br>  |  |
|  Town of Northlake Incorporated Area             |  |
|  Town of Northlake Extraterritorial Jurisdiction |  |



**DENTON COUNTY, TEXAS  
MASTER THOROUGHFARE PLAN**

MTP Update Adopted by Ordinance 24-0523B on May 23, 2024

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



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## NORTHLAKE TOWN COUNCIL COMMUNICATION

---



**DATE:** April 10, 2025  
**REF. DOC.:** Northlake Code of Ordinances Article 9.03 Impact Fees  
**SUBJECT:** Consider approval of an Ordinance of the Town of Northlake, Texas, waiving roadway impact fees for development of a Staybridge Suites hotel located at 3855 Dale Earnhardt Way; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of roadway impact fees  
**GOALS/ OBJECTIVES:** Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing, Invest in Infrastructure; 4.3 - Prioritize road projects and mitigate traffic

---

### **BACKGROUND INFORMATION:**

- PK Hospitality LP (Owner) owns approximately 2.29 acres at 3855 Dale Earnhardt Way
- Owner plans to construct 99-room Staybridge Suites hotel on property
- Plans have been approved and permit ready to issue pending payment of fees
  - In addition to plan review and inspection fees, impact fees for water, sewer, and roads have been assessed to be paid with building permit
  - Total fees to obtain permit are \$599,917.68
    - Includes Roadway impact fee of \$178,128.72
- Two of ultimate four lanes of Dale Earnhardt Way built by Alliance Northport developer
  - Owner's approved plans call for the construction of additional two lanes along property frontage
  - Estimated cost for Town to construct additional two lanes is between \$172,000 and \$250,000
    - \$172,000 for construction as part of larger project without small quantity escalation
    - \$250,000 for construction with small quantity escalation
- Town Council may waive roadway impact fees as just compensation for improvements that benefit Town and general public

### **COUNCIL ACTION/DIRECTION:**

Consider waiving roadway impact fee for Staybridge Suites hotel to be constructed at 3855 Dale Earnhardt Way



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL ORDINANCE**

**NO.**

**AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, WAIVING ROADWAY IMPACT FEES FOR DEVELOPMENT OF A STAYBRIDGE SUITES HOTEL LOCATED AT 3855 DALE EARNHARDT WAY; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE THE WAIVER OF ROADWAY IMPACT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Northlake, Texas (the "Town") is a home-rule municipality organized under the laws of the State of Texas; and

**WHEREAS**, the Town has previously adopted regulations regarding the assessment and collection of roadway impact fees; and

**WHEREAS**, PK Hospitality LP (the "Property Owner") at 3855 Dale Earnhardt Way, has plans approved for the construction of a 99-room Staybridge Suites hotel which will also include off-site perimeter roadway improvements valued between \$172,000 and \$250,000 that should be credited against roadway facilities impact fees otherwise due from development of the property and that benefit the Town and the general public (the "Improvements"); and

**WHEREAS**, the Town Council finds and determines that waiver of the roadway impact fees primarily promotes a public purpose of the Town and provides a benefit to the general public; and

**WHEREAS**, in the event of a disparity, if any, between the actual costs of the Improvements and roadway impact fees waived pursuant to this Ordinance, the Town Manager is authorized to appropriate the difference in costs from other available Town funds to reimburse the roadway impact fee fund; and

**WHEREAS**, in the interest of the public health, safety, and welfare, the Town Council desires to waive the roadway impact fees that would have been assessed to the Property Owner for development of a Staybridge Suites hotel at 3855 Dale Earnhardt Way, as just compensation for the Improvements.

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

**Section 1.** All the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified, and incorporated into the body of this

Ordinance as if copied in their entirety.

**Section 2.** The roadway impact fees assessed to the Property Owner for development of a 99-room Staybridge Suites hotel on the property located at 3855 Dale Earnhardt Way, in the Town of Northlake, Texas, are hereby waived as just compensation in exchange for perimeter roadway improvements that benefit the Town and the general public.

**Section 3.** The Town Manager is authorized to execute any documents necessary to facilitate the waiver of roadway impact fees pursuant to this Ordinance.

**Section 4.** This Ordinance shall be and is hereby declared to be cumulative of all other 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 conflicting provisions of such ordinances are hereby repealed.

**Section 5.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

**Section 6.** This Ordinance shall take effect immediately from and after its passage, and it is so ordained.

**PASSED AND APPROVED** by the Town Council of the Town of Northlake, Texas, on April 10, 2025.

Town of Northlake, Texas

---

Brian Montini, Mayor

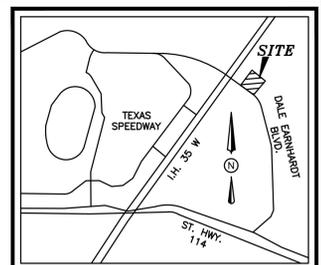
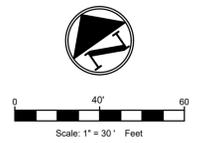
Attest:

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Zolaina Parker, Town Secretary

BOUNDARY LINE DATA		
LINE NO.	BEARING	DISTANCE
L1	N 34°28'58.10" E	328.83'
L2	S 55°31'13.90" E	306.11'
L3	S 34°59'31.10" W	327.21'
L4	N 56°01'28.90" W	261.16'

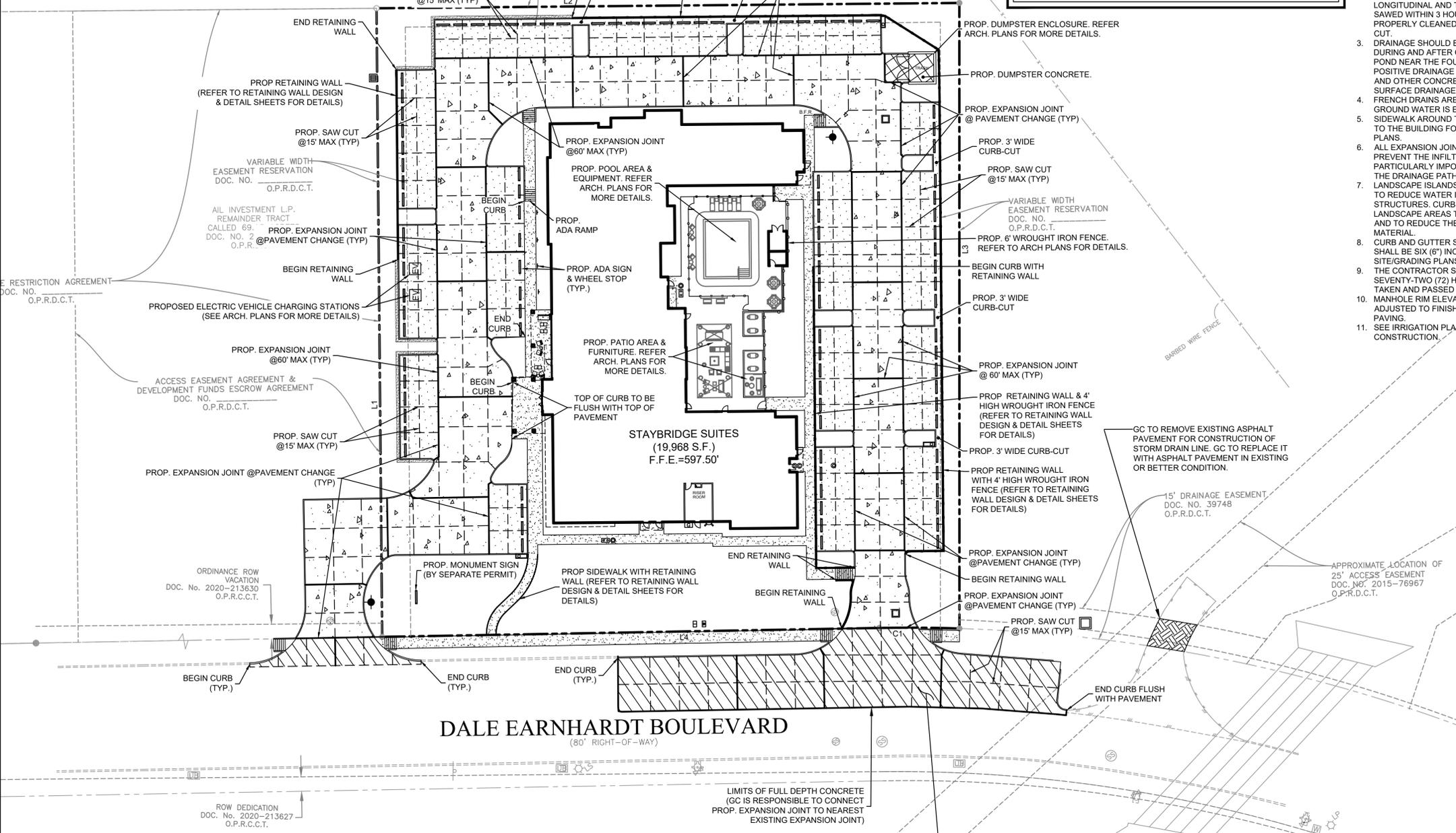
EASEMENT/SETBACK LEGEND	
BUILDING SETBACK	B.S.
LANDSCAPE SETBACK	L.S.
FIRE LANE, ACCESS EASEMENT	F.A.E.
FIRE LANE, ACCESS, DRAINAGE & UTILITY EASEMENT	F.A.D.U.E.
ACCESS EASEMENT	A.E.
SIDEWALK EASEMENT	S.E.
SANITARY SEWER EASEMENT	S.S.E.
WATER EASEMENT	W.E.
ELECTRIC VEHICLE	EV
UTILITY EASEMENT	U.E.
BARRIER FREE RAMP	B.F.R.



EXISTING LEGEND	
---	BOUNDARY LINE
---	ADJOINER BOUNDARY LINE
---	EASEMENT LINE (AS NOTED)
---	WATER LINE
---	SANITARY SEWER LINE
---	STORM DRAIN LINE (AS NOTED)
---	OVERHEAD ELECTRIC LINE
---	SET IRON ROD (AS NOTED)
---	FOUND IRON ROD (AS NOTED)
---	"X" CUT FOUND
---	"X" CUT SET
---	WATER METER
---	FIRE HYDRANT
---	SANITARY SEWER MAN HOLE
---	CABLE VAULT
---	UTILITY VAULT
---	FIBER OPTIC MARKER
---	WATER VALVE
---	TRAFFIC SIGN
---	STORM MAN HOLE
---	LIGHT POLE
---	POWER POLE
---	BENCH MARK
---	CONTROL MONUMENT
O.P.R.C.C.T. OFFICIAL PUBLIC RECORDS COLLIN COUNTY, TEXAS	
M.R.C.C.T. MAP RECORDS COLLIN COUNTY, TEXAS	

- PAVING GENERAL NOTES**
- STRIP & REMOVE FROM THE CONSTRUCTION AREA ALL TOPSOIL, ORGANICS & VEGETATION TO A MINIMUM DEPTH OF 6 INCHES.
  - CONTROL JOINTS FORMED BY SAWING ARE RECOMMENDED BOTH LONGITUDINAL AND TRANSVERSE DIRECTIONS. CONTROL JOINT SHALL BE SAWS WITHIN 3 HOURS AFTER PLACING CONCRETE. JOINTS SHALL BE PROPERLY CLEANED AND SEALED AS SOON AS POSSIBLE AFTER JOINTS ARE CUT.
  - DRAINAGE SHOULD BE MAINTAINED AWAY FROM THE FOUNDATION, BOTH DURING AND AFTER CONSTRUCTION. WATER SHOULD NOT BE ALLOWED TO POND NEAR THE FOUNDATION. THE FOLLOWING ITEMS SHOULD PROVIDE FOR POSITIVE DRAINAGE OF WATER AWAY FROM THE FOUNDATION: SIDEWALKS AND OTHER CONCRETE FLAT WORK, PARKING AREAS, DRIVEWAYS AND OTHER SURFACE DRAINAGE FEATURES, AND LANDSCAPING.
  - FRENCH DRAINS ARE RECOMMENDED AROUND ANY SLABS WHERE SEEPING GROUND WATER IS ENCOUNTERED DURING CONSTRUCTION.
  - SIDEWALK AROUND THE BUILDING SHALL NOT BE STRUCTURALLY CONNECTED TO THE BUILDING FOUNDATION UNLESS IT'S NOTED ON THE STRUCTURAL PLANS.
  - ALL EXPANSION JOINTS AND CRACK CONTROL JOINTS SHOULD BE SEALED TO PREVENT THE INFILTRATION OF WATER INTO THE SUBSURFACE. THIS IS PARTICULARLY IMPORTANT AROUND IRRIGATED LANDSCAPING AND ALONG THE DRAINAGE PATH OF ROOF DOWNSPOUTS.
  - LANDSCAPE ISLANDS SHOULD BE BACKFILLED WITH LOW PLASTICITY CLAYS TO REDUCE WATER INTRUSION INTO THE SUBSURFACE PAVEMENT STRUCTURES. CURBS SHOULD BE PROVIDED WITH WEEP HOLES IN LANDSCAPE AREAS TO REDUCE THE BUILD UP OF HYDROSTATIC PRESSURE AND TO REDUCE THE INTRUSION OF WATER INTO THE SUBSURFACE MATERIAL.
  - CURB AND GUTTER SHALL CONSIST OF STEEL REINFORCED CONCRETE AND SHALL BE SIX (6") INCHES HIGH, UNLESS OTHERWISE NOTED ON THE SITE/GRADING PLANS.
  - THE CONTRACTOR SHALL PROCEED WITH PAVING NO MORE THAN SEVENTY-TWO (72) HOURS AFTER DENSITY/MOISTURE TESTS HAVE BEEN TAKEN AND PASSED BY A REGULAR TESTING FIRM.
  - MANHOLE RIM ELEVATIONS, CLEAN-OUTS, VALVE BOXES, ETC. SHALL BE ADJUSTED TO FINISHED GRADE BY THE PAVING CONTRACTOR AT THE TIME OF PAVING.
  - SEE IRRIGATION PLAN FOR IRRIGATION SLEEVE PLACEMENT PRIOR TO PAVING CONSTRUCTION.

PAVING LEGEND	
---	EXPANSION JOINT (@ 60' MAX.)
---	SAWCUT JOINT (@ 15' MAX.)
---	4" SIDEWALK
---	5" LIGHT DUTY CONCRETE
---	6" HEAVY DUTY CONCRETE
---	7" HEAVY DUTY DUMPSTER CONCRETE
---	CITY DRIVEWAY CONCRETE
---	DECOMPOSED GRANITE
---	EXISTING DRIVEWAY ASPHALT PAVEMENT
---	STORM SEWER MANHOLE
---	STORM SEWER CLEANOUT
---	SANITARY SEWER MANHOLE
---	SANITARY SEWER CLEANOUT
---	SANITARY SEWER DOUBLE CLEANOUT
---	SANITARY SEWER SAMPLE PORT
---	GREASE TRAP
---	DOMESTIC WATER METER
---	IRRIGATION METER
---	GAS METER
---	FIRE HYDRANT
---	FIRE DEPARTMENT CONNECTION-FDC
---	TRANSFORMER
---	LIGHT POLE
---	POWER POLE



PROPOSED RIGID PAVEMENT				
PAVEMENT THICKNESS	LEGEND	SUBGRADE	PROP. REINFORCEMENT	PROP. USE
4" THICK CONCRETE PAVEMENT AT 3,000 P.S.I.	[Pattern]	6" THICK COMPACTED SUBGRADE	NO REINFORCEMENT	SIDEWALK
5" THICK CONCRETE PAVEMENT AT 3,600 P.S.I.	[Pattern]	OPTION 1: 6" LIME TREATED SUBGRADE WITH 5 INCH THICK CONCRETE PAVEMENT. OPTION 2: IN LIEU OF LIME TREATED SUBGRADE SOILS, 1 ADDITIONAL INCH MUST BE ADDED TO THE CONCRETE THICKNESS MAKING IT 6 INCH THICK CONCRETE PAVEMENT.	NO. 3 REBAR @ 18" O.C. EACH WAY	PARKING AREA
6" THICK CONCRETE PAVEMENT AT 3,600 P.S.I.	[Pattern]	OPTION 1: 6" LIME TREATED SUBGRADE WITH 6 INCH THICK CONCRETE PAVEMENT. OPTION 2: IN LIEU OF LIME TREATED SUBGRADE SOILS, 1 ADDITIONAL INCH MUST BE ADDED TO THE CONCRETE THICKNESS MAKING IT 7 INCH THICK CONCRETE PAVEMENT.	NO. 3 REBAR @ 18" O.C. EACH WAY	FIRE LANE & DRIVE AISLES
7" THICK CONCRETE PAVEMENT AT 3,600 P.S.I.	[Pattern]	OPTION 1: 6" LIME TREATED SUBGRADE WITH 7 INCH THICK CONCRETE PAVEMENT. OPTION 2: IN LIEU OF LIME TREATED SUBGRADE SOILS, 1 ADDITIONAL INCH MUST BE ADDED TO THE CONCRETE THICKNESS MAKING IT 8 INCH THICK CONCRETE PAVEMENT.	NO. 3 REBAR @ 18" O.C. EACH WAY	DUMPSTER
8" THICK CONCRETE PAVEMENT AT 4,000 P.S.I.	[Pattern]	OPTION 1: 6" LIME TREATED SUBGRADE WITH 8 INCH THICK CONCRETE PAVEMENT. OPTION 2: IN LIEU OF LIME TREATED SUBGRADE SOILS, 1 ADDITIONAL INCH MUST BE ADDED TO THE CONCRETE THICKNESS MAKING IT 9 INCH THICK CONCRETE PAVEMENT.	NO. 3 REBAR @ 18" O.C. EACH WAY	DRIVEWAY APPROACH

NO.	DATE	DESCRIPTION	BY
1	11/30/23	1st CITY SUBMITTAL	KP
2	04/19/24	2nd CITY SUBMITTAL	KP
3	09/25/24	3rd CITY SUBMITTAL	KP
4	12/20/24	4th CITY SUBMITTAL	KP
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**PAVING PLAN**  
**STAYBRIDGE SUITES**  
 DALE EARNHARDT BOULEVARD  
 TOWN OF NORTHLAKE  
 DENTON COUNTY, TEXAS-76262

**TRIANGLE ENGINEERING LLC**  
 T: 469.331.8566 | F: 469.213.7145 | E: info@triangle-engr.com  
 W: triangle-engr.com | O: 1782 W. McDermott Drive, Allen, TX 75013

P.E.	DES.	DATE	SCALE	PROJECT NO.	SHEET NO.
KP	KR	12/20/24	SCALE #1	127-22	<b>C-8.0</b>

TX. P.E. FIRM #11525



**Town of Northlake**

1500 Commons Cir Ste 300, Northlake, TX 76226-1598

(940) 648-3290



**25NORT-NCB00005 | Building - New Commercial**

<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed Date</i>	<i>Outstanding Balance</i>
1-1/2" Meter - Water Impact Fee (South)	204-46600-00-00 00	03/11/2025	\$69,377.22
3" Meter - Sewer Impact Fee (South)	205-46700-00-00 00	03/11/2025	\$67,310.00
3" Meter - Water Impact Fee (South)	204-46600-00-00 00	03/11/2025	\$208,340.00
Commercial and Multi-Family Inspections	100-43310-00-00 00	03/11/2025	\$14,405.90
Commercial Plan Review	100-43340-00-00 00	03/11/2025	\$9,363.84
Ft Worth Water Impact Fee	201-20600-00-00 00	03/11/2025	\$43,087.00
Ft Worth Water Impact Fee	201-20600-00-00 00	03/11/2025	\$9,905.00
Zone 4 SE - Hotel Roadway Impact Fee (2022)	399-46750-00-00 00	03/11/2025	\$178,128.72
<b>Total Balance Due</b>			<b>\$599,917.68</b>

**Application Info**

Applicaton Date: 2/26/2025

<b>Property Address</b>	<b>Property Owner</b>	<b>Property Owner Address</b>	<b>Valuation</b>
3855 Dale Earnhardt Way - Staybridge Suites, Northlake, TX 76262	P K Hospitality LP	101 brent wood circle, southlake, TX 76092	\$7,356,206.00

**Description of Work**

Commercial Building Permit

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## NORTHLAKE TOWN COUNCIL COMMUNICATION

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**DATE:** April 10, 2025

**REF. DOC.:** Texas Government Code, Title 7, Chapter 791

**SUBJECT:** Consider approval of a Joint Resolution of the Town of Northlake, Texas, and Cities/Towns of New Fairview, Rhome, Aurora, Newark, Boyd, Decatur, Justin, and Paradise, to enter into a Regional Animal Control Memorandum of Understanding, to conduct a feasibility study and contribute a proportional share of the cost to conduct the study, in an amount not to exceed \$5,000.00

**GOALS/  
OBJECTIVES:** Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues, Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts

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### **BACKGROUND INFORMATION:**

- History of Animal Control in Northlake:
  - Police personnel coordinated animal control with Denton County Sheriff's Office
  - Contract with Brian Hall aka "Brian the Animal Guy" (October 2014 - April 2019)
  - Temporary contract with Flower Mound Animal Control Services (April 2019 - October 2020)
  - Contract with All American Dogs (October 2020 - Present)
- Collaborate with other municipalities to determine if a Regional Animal Control facility is needed
- Proportional share of cost not to exceed \$5,000.00

### **COUNCIL ACTION/DIRECTION:**

Provide feedback as Town Council deems necessary



**TOWN OF NORTHLAKE, TEXAS  
OFFICIAL RESOLUTION**

**NO.**

**A JOINT RESOLUTION OF THE CITIES/TOWNS OF NORTHLAKE, NEW FAIRVIEW, RHOME, AURORA, NEWARK, BOYD, DECATUR, JUSTIN AND PARADISE TO ENTER INTO A REGIONAL ANIMAL CONTROL MEMORANDUM OF UNDERSTANDING TO CONDUCT A FEASIBILITY STUDY AND CONTRIBUTE A PROPORTIONAL SHARE OF THE COST TO BE DETERMINED BASED ON POPULATION, GEOGRAPHIC AREA, AND ANIMAL CONTROL INCIDENTS**

**WHEREAS**, Cities/Towns within Denton and Wise counties are currently experiencing rapid population growth and this growth is anticipated to continue for many years to come; and

**WHEREAS**, the Cities/Towns of Aurora, Boyd, Decatur, Justin, Newark, Northlake, Paradise and Rhome (hereinafter referred to as "the Participating Cities") are committed to improving Animal Control Services within their jurisdictions to address an increasing number of animal services calls; and

**WHEREAS**, the Participating Cities agree that a regional approach to animal control services may provide cost efficiencies, improved service quality, resource sharing and flexibility, a comprehensive stray animal management program, increased funding opportunities, enhanced public safety, a more resilient emergency/crisis response, and better community engagement and education; and

**WHEREAS**, the Participating Cities wish to undertake a feasibility study to evaluate potential models for establishing and funding a regional animal control program that meets the needs of each community; and

**WHEREAS**, the City of Justin is designated as the Lead Agency to coordinate efforts for the Participating Cities in exploring options for a collaborative regional animal control program; and

**WHEREAS**, each Participating City/Town will contribute a proportional share of the cost for the feasibility study, to be determined based on factors such as population, geographic area, and animal control incidents.

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

**Section 1.      Designation of Lead Agency:** The City of Justin is hereby designated as the Lead Agency for the purposes of this resolution and the regional animal control initiative.

**Section 2.** **Authorization of Feasibility Study:** The Participating Cities agree to retain a consultant to conduct a feasibility study to explore options for a regional animal control program. This study shall assess current conditions, recommend potential service delivery models, provide cost estimates, and identify possible funding sources.

**Section 3.** **Funding Commitment:** Each Participating City agrees to contribute a proportional amount to fund the feasibility study. Contributions shall be determined based on an equitable formula that considers population size, geographic area, and the number of reported animal control incidents.

**Section 4.** **Duties of Participating Cities:** Each Participating City shall:

- Appoint a representative as the primary point of contact for coordination with the Lead Agency and the consultant.
- Provide requested data, reports, and other information necessary for the feasibility study.
- Actively participate in meetings, discussions, and decision-making processes related to the study and the development of regional solutions.

**Section 5.** **Duration:** This Memorandum of Understanding "MOU" shall be in effect until the completion of the feasibility study or until terminated by written mutual agreement of the Participating Cities. It is intended that the feasibility study would provide the framework to transition this MOU into an Interlocal Agreement.

**Section 6.** **Amendments:** Amendments to this MOU may be made upon written agreement of all Participating Cities.

**Section 7.** 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 8.** That the Town Council hereby authorizes the Town Manager to execute a Memorandum of Understanding with the Participating Cities to conduct a feasibility study regarding a regional approach to Animal Control Services and contribute to the cost in amount not to exceed \$5,000.00.

**Section 9.** 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 10, 2025.

Town of Northlake, Texas

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Brian Montini, Mayor

Attest:

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Zolaina Parker, Town Secretary

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025  
**Section:** 6. EXECUTIVE SESSION

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025

**Section:** 7. RECONVENE INTO OPEN SESSION

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**NORTHLAKE TOWN COUNCIL COMMUNICATION**



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**DATE:** April 10, 2025

**Section:** 8. ADJOURN

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