

**AMENDMENT #1 TO CSC NO. 23201  
AGREEMENT BETWEEN THE CITY OF FORT WORTH  
AND  
THE TOWN OF NORTHLAKE**

**THIS AMENDMENT #1** (this “Amendment”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020 (the “Effective Date”), by and between **THE CITY OF FORT WORTH**, a home-rule municipal corporation (“**FORT WORTH**”), and the **TOWN OF NORTHLAKE**, a general law city (“**NORTHLAKE**”) being sometimes collectively referred to as the “Parties” or individually as a “Party”.

**W I T N E S S E T H:**

**WHEREAS**, in 1997 the City of Fort Worth and Town of Northlake entered into an interlocal agreement (the “1997 ILA”) to provide for a uniform wholesale water contract; to provide for a Joint Resolution and Agreement for the adjustment of the extraterritorial jurisdiction (ETJ) boundaries between the two cities and to provide for a revenue sharing arrangement; and

**WHEREAS**, in 2015 litigation ensued between the Town of Justin and Northlake over the 1997 Joint Resolution and Agreement which apportioned and swapped areas of ETJ as depicted in Exhibit A; and

**WHEREAS**, Northlake and Fort Worth will execute a new interlocal agreement (the “2020 ETJ Allocation and Transfer Agreement”) to affirm and adjust corporate and ETJ boundaries between the Parties unsettled by the decision that resulted from the 2015 litigation between Northlake and the Town of Justin and to allocate additional ETJ areas to one another in consideration for execution of this Amendment; and

**WHEREAS**, the 2020 ETJ Allocation and Transfer Agreement provides for additional exchanges and boundary adjustments in exchange for this Amendment to the 1997 ILA that deletes all references to the municipal services-revenue sharing provision; and

**WHEREAS**, it became necessary to further amend the 1997 ILA to address certain issues relating to the approval of plats and plans in the portions of Fort Worth's ETJ to be allocated to Northlake; to provide for the transfer of approval authority for the creation of special districts in the allocated ETJ to Northlake; and to provide for the process of the transfer of the Certificate of Convenience and Necessity from Fort Worth Northlake for those areas being exchanged and boundary adjustments that are part of the new interlocal agreement;

**NOW, THEREFORE**, in consideration of these premises and the mutual benefits and advantages accruing to FORT WORTH AND NORTHLAKE, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

**ARTICLE I.  
AGREEMENTS OF FORT WORTH AND NORTHLAKE**

**A. ILA, AS AMENDED HEREBY, REMAINS IN FULL EFFECT.** The Parties acknowledge and agree that all provisions of the ILA remain in full force and effect, except as specifically amended by this Amendment, and that each Party has fully performed its respective obligations thereunder arising up to the Effective Date, and agree to fully perform all remaining obligations arising subsequent to the Effective Date.

**B. AUTHORITY IN THE EXTRATERRITORIAL JURISDICTION OF FORT WORTH.**

(1) This amendment shall apply to the unincorporated land located in Fort Worth's ETJ area that has been allocated to Northlake, as depicted in Exhibit B.

- (2) Northlake shall have the exclusive jurisdiction to regulate subdivision plats and approve subdivisions construction plans in the allocated area as shown in Exhibit B, in accordance with Chapter 212 of the Texas Local Government Code (TLGC), as amended and other statutes applicable to the extraterritorial jurisdiction of Texas municipalities.
- (3) Northlake shall have exclusive jurisdiction to consent to the creation of a political subdivision to supply water or sewer services, roadways or drainage facilities, and to make such agreements with such political subdivision as may be necessary to assure orderly provision of public services within the allocated area of the ETJ as shown in Exhibit B, in accordance with the Texas Loc. Gov't Code and Chapter 54 of the Texas Water Code. Northlake shall require as part of the creation of the political subdivision that all parties relevant to the creation of the political subdivision acknowledge and agree that water or sanitary sewer services shall not be provided by Fort Worth.

C. **TERMINATION OF REVENUE SHARING.** The Parties agree that all obligations under the provisions of the 1997 ILA, as set forth in section 4 thereof, related to municipal services and revenue sharing are hereby terminated and shall be of no further force or effect as of the effective date of this Amendment.

D. **TRANSFER OF CERTIFICATE AND CONVENIENCE AREA (CCN).** The Parties agree that the following terms shall apply to the transfer of Fort Worth's Certificate of Convenience and Necessity for water service to Northlake.

- (1) Fort Worth will release to Northlake that portion of its CCN as depicted and described in Exhibit C. The parties acknowledge that there are currently no services being provided in the depicted area.
- (2) Upon finalization of the 2020 ETJ Allocation and Transfer Agreement, Northlake shall promptly file an application at the Public Utilities Commission (“PUC”) for those portions of Fort Worth’s CCN identified in Exhibit C that have been released by Fort Worth. Fort Worth agrees to support any such application at no expense to Fort Worth and agrees it will not protest Northlake’s application at the PUC. The parties agree to perform all reasonable and necessary acts necessary to transfer the CCN.

**ARTICLE II.  
MISCELLANEOUS**

- A. NOTICES.** The notice addresses for the Parties set forth in Section 13, Notices, of the Original ILA are hereby deleted and the following substituted in their place:

If intended for Fort Worth, to:

City Manager  
City of Fort Worth  
200 Texas Street  
Fort Worth, Texas 76102

If intended for Northlake:

Town Manager  
1500 Commons Circle  
Suite 300  
Northlake, Texas 76226

Any of the Parties may further change its address for notices and communications hereunder by providing notice pursuant to this section.

- B. SUCCESSORS AND ASSIGNS.** This Amendment and the ILA as amended by this Amendment shall bind, and shall be for the sole and exclusive benefit of, the Parties and their legal successors, and create no rights in other parties, including the public at large. No Party shall assign its interest in this Amendment or the ILA as amended by this Amendment without the prior written consent of the other Party, unless otherwise provided by law.
- C. WRITTEN AMENDMENTS.** Any changes in the character, agreement, terms, and/or responsibilities of the Parties under the 1997 ILA, as amended by this Amendment, must be enacted through a written amendment executed by the Parties.
- D. LIMITATIONS.** All covenants and obligations of the Parties under the 1997 ILA, as amended by this Amendment, shall be deemed to be valid covenants and obligations of said entities, and no officer, director, or employee of any Party shall have any personal obligations or liability hereunder.
- E. RELATIONSHIP OF THE PARTIES.** Nothing in this Amendment or the 1997 ILA as amended by this Amendment shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or joint venture between any of the Parties, nor any joint enterprise.
- F. AUTHORIZATION.** Each Party represents to the other Party that it is fully authorized to enter into this Amendment and to perform its obligations hereunder and under the 1997 ILA, as amended by this Amendment, and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Amendment in accordance with its terms, other than those that have been obtained.

**G. INTERPRETATION.** No provision of this Amendment shall be construed against or interpreted to the disadvantage of any Party by any court or other governmental or judicial authority by reason of such Party having or being deemed to have drafted, prepared, structured, or dictated such provision.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF, FORT WORTH AND NORTHLAKE, have executed counterparts to effectuate this Amendment, which will become effective on the date that the last party executes this Amendment.

ATTEST:

**CITY OF FORT WORTH**

\_\_\_\_\_  
MARY J. KAYSER,  
City Secretary  
M&C \_\_\_\_\_

\_\_\_\_\_  
DANA BURGHDOFF,  
Assistant City Manager

Date: \_\_\_\_\_, \_\_, 2020

Date: \_\_\_\_\_, \_\_, 2020

Approved As To Form And Legality:

\_\_\_\_\_  
\_\_\_\_\_  
Assistant City Attorney

ATTEST:

**TOWN OF NORTHLAKE**

\_\_\_\_\_  
Town Secretary

By: \_\_\_\_\_  
\_\_\_\_\_,  
Mayor

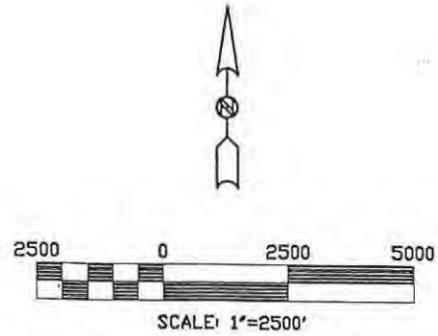
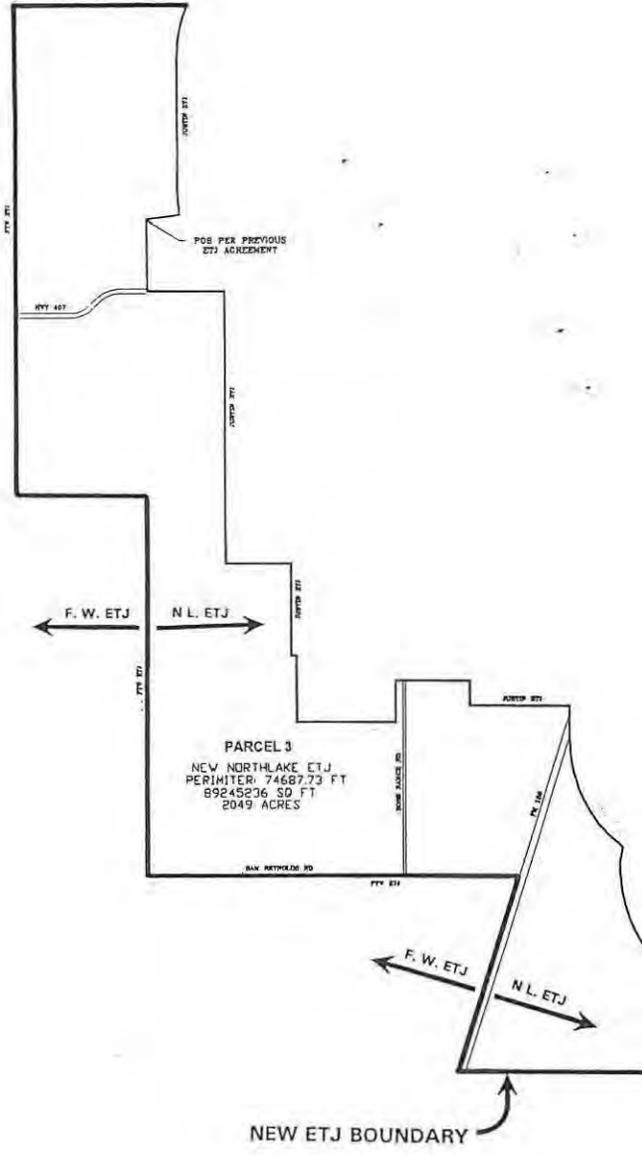
Approved As To Form And Legality:

Date: \_\_\_\_\_, \_\_, 2020

\_\_\_\_\_  
\_\_\_\_\_  
Assistant City Attorney

**EXHIBIT A**

**MAP OF ALL ETJ AREAS SUBJECT TO 1997 JOINT RESOLUTION AND AGREEMENT**



**TABULATIONS**

ETJ Released by Fort Worth to Northlake:

- PARCEL 1 - 99.05 ACRES
- PARCEL 2 - 113.00 ACRES
- PARCEL 3 - 2,049.00 ACRES

---

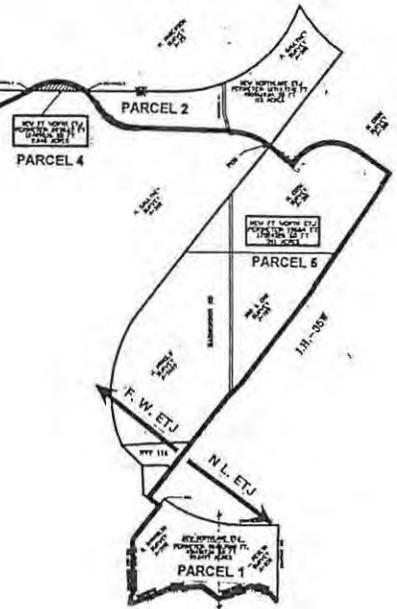
- TOTAL - 2,261.05 ACRES

ETJ Released by Northlake to Fort Worth:

- PARCEL 4 - 2.85 ACRES
- PARCEL 5 - 391.00 ACRES

---

- TOTAL - 393.85 ACRES



THIS MAP IS INTENDED AS A GENERAL DEPICTION OF THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF FORT WORTH. SPECIFIC DETERMINATION OF INCLUSION SHOULD BE MADE BY THE DEVELOPMENT DEPARTMENT.

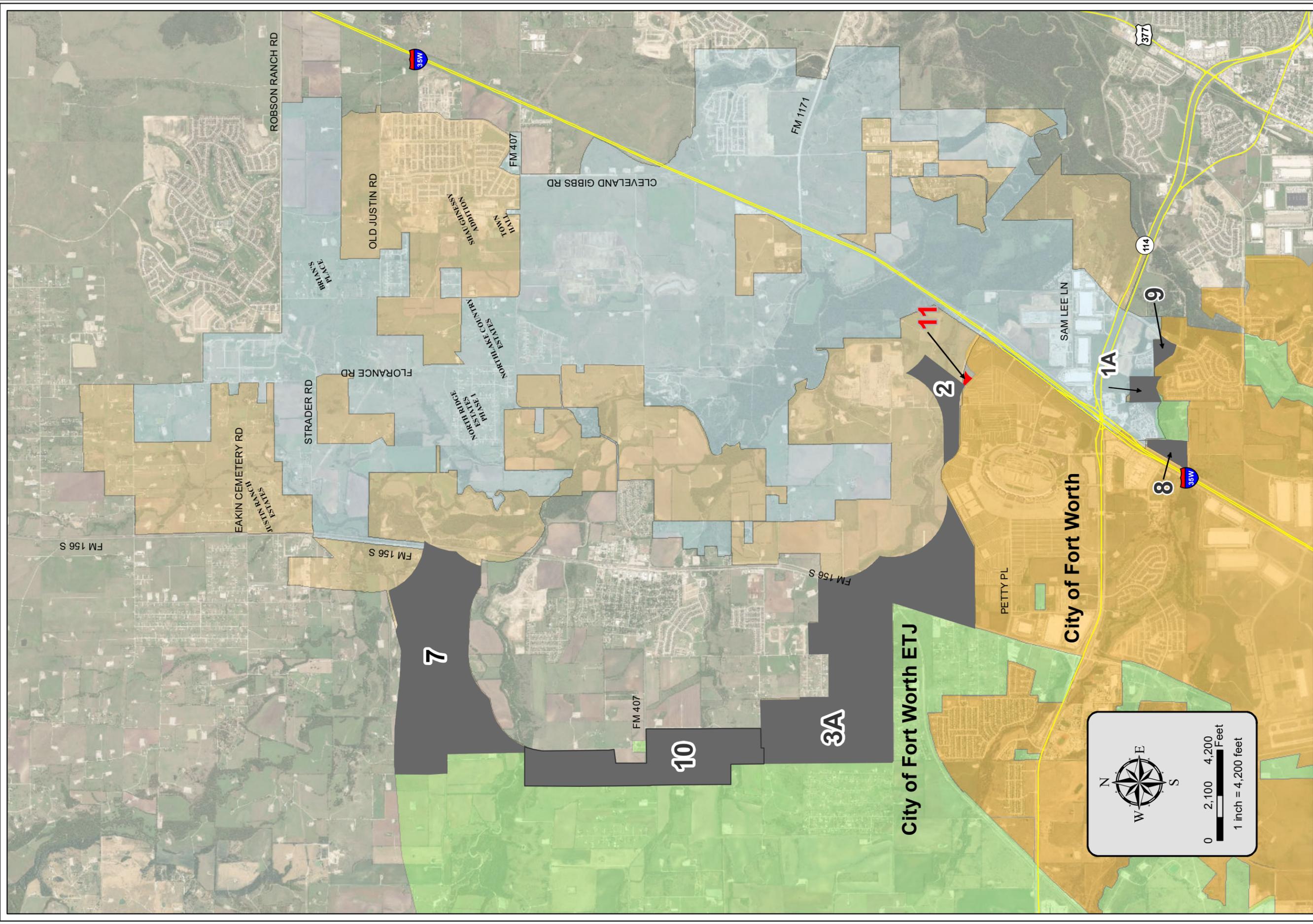
THIS MAP WAS CREATED SOLELY AS A GRAPHIC REPRESENTATION FOR INTERNAL USE BY THE CITY OF FORT WORTH. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY FOR ITS CONTENT OR ACCURACY UNLESS EXPRESSLY STATED IN WRITING. REPRODUCTION OF THIS MAP WITHOUT THE PRIOR WRITTEN PERMISSION OF THE CITY OF FORT WORTH IS STRICTLY PROHIBITED, AND IS A VIOLATION OF FEDERAL LAW.

<b>CONSTRUCTION ENGINEERING DIVISION</b>	
<b>SURVEY SECTION</b>	
NEW NORTHLAKE ETJ / NEW FT WORTH ETJ	
DATE: 5-29-97	SCALE: 1"=2500'
DRAWN BY: SRC	FILE NO. 10

Exhibit F

**EXHIBIT B**

**MAP OF ETJ AREAS ALLOCATED TO NORTHLAKE AND FORT WORTH BY  
2020 ETJ ALLOCATION AND TRANSFER AGREEMENT**



Town of Northlake Incorporated Area  
 Town of Northlake Extraterritorial Jurisdiction

**ETJ Transfer Areas**

Parcels allocated to Northlake  
 Parcels allocated to Fort Worth  
 City of Fort Worth  
 City of Fort Worth ETJ

**EXHIBIT C**

**MAP OF CCN AREA TO BE TRANSFERRED (FORT WORTH CORPORATE LIMITS TO BE  
DISANNEXED AND ETJ RELEASED)**



C:\Users\bequzman-avarez\Documents\Maprequest\North Lake\_CNN.mxd (rivan) 03/27/2020

3/27/2020

COPYRIGHT 2020 CITY OF FORT WORTH  
 UNAUTHORIZED REPRODUCTION IS A VIOLATION OF APPLICABLE LAWS.

THIS DATA IS TO BE USED FOR A GRAPHICAL REPRESENTATION ONLY.  
 THE ACCURACY IS NOT TO BE TAKEN / USED AS DATA PRODUCED FOR  
 ENGINEERING PURPOSES OR BY A REGISTERED PROFESSIONAL LAND  
 SURVEYOR. THE CITY OF FORT WORTH ASSUMES NO RESPONSIBILITY  
 FOR THE ACCURACY OF SAID DATA.

## CCN Northlake, Fort Worth, TX, Water Exhibit C

