

1. Agenda

Documents:

[AGENDA 2-11-21.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 2-11-21.PDF](#)

3. February 11, 2021 - FINAL

[FEBRUARY 11, 2021 - FINAL](#)



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2

BRIAN MONTINI, MAYOR PRO TEM, COUNCIL PLACE 3
ROGER SESSIONS, COUNCIL PLACE 4
DANNY SIMPSON, COUNCIL PLACE 5

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
THURSDAY, FEBRUARY 11, 2021 AT 5:30 PM
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 Thursday, February 11, 2021 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.

1. Call to Order
Invocation by Josh Wright, Roanoke Campus Pastor, Compass Church
Pledge of Allegiance
2. 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.
3. Announcements, Proclamations and Presentations
 - A. Recognitions:
Cody Long, Northlake Police Officer - 5 Years of Service
Alvin Carey, Northlake Police Officer - 5 Years of Service
 - B. Home Rule Charter Commission Update
 - C. Police Vehicle Graphics Update
 - D. Northlake Commons Lease Space Opportunity
4. Consent Items
Any Council member may request an item on the Consent Agenda to be taken up for individual consideration
 - E. Management and Improvement Services Agreement for the Northlake Public Improvement District No. 1 (Harvest Residential) managed by First Service Residential Texas, Inc., and authorizing the Town Administrator to sign the agreement

F. Town Council Meeting Minutes of 1-14-21

5. Action Items

- G. Preliminary Plat of Harvest Phase 7 & 8B, a subdivision consisting of 173 residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 43.832-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and west of Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant/developer Jones & Carter, Inc. is the engineer/surveyor. Case # PP-20-009
- H. Final Plat of Harvest Phase 7, a subdivision consisting of 92 residential lots and 2 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 25.072-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and approximately 900 feet west of Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-21-001
- I. Final Plat of Harvest Phase 8A, a subdivision consisting of 91 residential lots and 2 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 19.067-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located east of Cleveland-Gibbs Road and approximately 900 feet north of Old Justin Road. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-21-002
- J. Final Plat of Harvest Phase 8B, a subdivision consisting of 81 residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 18.760-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and west of Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # FP-21-003
- K. Solid Waste Disposal and Recycling Service, select provider and authorize Town Administrator to enter into Contract for Services
- L. Ordinance of the Town Council of the Town of Northlake, Texas declaring the Town has 5,000 inhabitants and providing for an immediate effective date
- i. Ordinance No. 21-0211A
- M. Resolution of the Town of Northlake, Texas authorizing and calling a General Municipal Election to be held on May 1, 2021 for the purpose of electing one resident for Mayor and two residents to Places 4 & 5; authorizing the Notice of Election; authorizing a joint election with other Denton County Political Subdivisions; authorizing the Town Administrator to enter into a contract with Denton County, Texas for Election Services
- i. Resolution No. 21-4
- N. Ordinance of the Town Council of the Town of Northlake, Texas authorizing and calling a Special Election to be held on Saturday, May 1, 2021 for the purpose of submitting a Home-Rule Charter to the voters of the Town and electing one person to serve on the Town Council, Place 6 should the Home Rule Charter be approved; authorizing the Notice of Election; directing the Town Secretary to mail a copy of the proposed Home Rule Charter to each registered voter of the Town;

authorizing a joint election with other Denton County Political Subdivisions; authorizing the Town Administrator to enter into a contract with Denton, Texas for Election Services

i. Ordinance No. 21-0211B

- O. Discuss and consider approval of Town of Northlake COVID-19 Leave Policy for Town Employees
- P. Resolution of the Town of Northlake, Texas, supporting the proposed expansion of Interstate 35W and construction of I-35W frontage road from Dale Earnhardt Way to Interstate Highway 35E/35W
- Q. Approval of modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

6. Executive Session

Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
 - i. Legal advice on any matter related to any posted agenda item; and
 - ii. Legal advice related to the development and annexation of the Hatfield, Brasher, Green Tract on approximately 97.9 acre tract of land generally located south of Evelyn Lane, west of Faught Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and the development of the Charles Faught tracts totaling approximately 152.3 acres of land generally located north of Evelyn Lane, west of Faught Road, and south of Robson Ranch Road; and
 - iii. Legal advice related to the development and annexation of the Scrivner Tract totaling 44.8 acres of land generally located east of Florance Road approximately 2,533 feet north of FM 407 in the extraterritorial jurisdiction of the Town; and
 - iv. Legal advice related to the development and annexation of the IMA Development Group and AMI Development Group tracts, 3.4-acre, 1.7-acre and 1.3-acre tracts of land generally located at the northwest corner of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town; and
 - v. Legal advice related to the development and annexation of the Gerbert Family Tract on approximately 156.8 acre tract of land generally located east of FM 156 and northwest of Victory Circle in the extraterritorial jurisdiction of the Town; and
 - vi. Pending or contemplated litigation; and
 - vii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
 - viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

- b. Section 551.072 Deliberation regarding the purchase, exchange, lease or value of real property to be acquired as right-of-way out of certain 12.6 acre tract of land

7. Reconvene into Open Session

In accordance with Texas Government Code, Section 551, the Town Council will reconvene into Open Session and consider action, if any, on matters discussed in Executive Session

- R. Memorandum of Agreement between the Town of Northlake, City of Justin and City of Fort Worth

8. Adjourn

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas 76266, on the 5th day of February 2021 by 5:00 pm in accordance with Chapter 551, Texas Government Code.

Shirley Rogers, Town Secretary

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



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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: FEBRUARY 11, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: FEBRUARY 11, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: FEBRUARY 11, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS





IN RECOGNITION AND APPRECIATION COMMEMORATING

FIVE YEARS OF EXEMPLARY SERVICE

TO THE

TOWN OF NORTHLAKE

THIS PLAQUE IS PRESENTED TO

ALVIN CAREY

POLICE OFFICER

NORTHLAKE POLICE DEPARTMENT

2016 - 2021

BY

DAVID RETTIG - MAYOR

BRIAN MONTINI - MAYOR PRO TEM

RENA HARDEMAN - COUNCIL MEMBER

MICHAEL GANZ – COUNCIL MEMBER

ROGER SESSIONS – COUNCIL MEMBER

DANNY SIMPSON – COUNCIL MEMBER



IN RECOGNITION AND APPRECIATION COMMEMORATING

FIVE YEARS OF EXEMPLARY SERVICE

TO THE

TOWN OF NORTHLAKE

THIS PLAQUE IS PRESENTED TO

CODY LONG

POLICE OFFICER

NORTHLAKE POLICE DEPARTMENT

2016 - 2021

BY

DAVID RETTIG - MAYOR

BRIAN MONTINI - MAYOR PRO TEM

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MICHAEL GANZ – COUNCIL MEMBER

ROGER SESSIONS – COUNCIL MEMBER

DANNY SIMPSON – COUNCIL MEMBER

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC. : PROCLAMATION NO. 20-6 HOME RULE CHARTER COMMISSION

SUBJECT: REGULAR UPDATES FROM CHARTER COMMISSION CHAIR AND
MAYOR PRO TEM LIAISON TO COUNCIL



STRATEGIC GOALS/OBJECTIVES:

- Control our Own Destiny; Plan and prepare for a future Home Rule Charter election (Council Goal)

BACKGROUND INFORMATION:

- Charter Commission has met on five different occasions with overwhelming majority in attendance
- All proposed language had significant consensus after in-depth discussions

CURRENT STATUS:

- Charter Commission completed their task and submitted proposed Charter to Council

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC. : TOWN OF NORTHLAKE BRAND STYLE GUIDE

SUBJECT: POLICE VEHICLE GRAPHICS



STRATEGIC GOALS/OBJECTIVES:

- Define and Strengthen our Identity; Develop an identifiable Northlake brand

BACKGROUND INFORMATION:

- January 14, 2021 Council Meeting Recap:
 - Town Council was presented with a staff developed police graphic.
 - Councilor Hardeman showed an alternative graphic.
 - Councilor Sessions requested a comparison of the two graphics.
- Alternative graphic not included in packet. Councilor Hardeman informed staff that graphic was property of the graphic designer and the Town would need to contract with the designer.

COUNCIL OPTIONS:

1. Contract with a graphic designer to create new police vehicle graphics
2. Approve an existing new design proposal for police vehicle graphics
3. Continue with existing police vehicle graphics



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: TOWN HALL AND POLICE BUILDING LEASES

SUBJECT: POTENTIAL LEASE FOR ADDITIONAL OFFICES AND SECURITY DEPOSIT



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Provide adequate Town facilities
- Operate Efficiently and Effectively; Enhance Town staffing levels to address growth

BACKGROUND INFORMATION:

- Population/Customer growth over next five years - 11,980 to 23,660
- Projected staffing needs over next five years – 55 to 77
- Staff growth lags behind service growth due to increased efficiencies
- Police and Public Works future positions primarily in field, office space not needed
- Administrative office space most pressing future need
- No more available seats at Town Hall (16 total seats)
- Northlake Commons nearing build out (approximately two-thirds leased)
- Office space (2,161 square feet) available in building near Town Hall beginning October 2021

Building Leases	Square Footage	Annual Rent	Departments	Current Staff	Future Staff
Town Hall	5,983	\$198,560	Administration	5	6
			Development Services	4	0
			Finance	4	6
			Municipal Court	3	4
Police Building	5,000	\$173,688	Police	21	30
Proposed Lease	2,161	\$77,688	Development Services	0	6

- Proposal to lease additional space, move Development Services to new space
 - Allows for future Development Services positions
 - Frees up seats in Town Hall for future positions in Administration, Finance and Municipal Court

COUNCIL DIRECTION:

- Recommend entering lease agreement with OES and pay security deposit



1

POPULATION PER STAFF EFFICIENCY						
	2020	2021	2022	2023	2024	2025
Population	4,930	7,240	9,320	11,780	13,980	15,600
Customers	4,030	4,740	5,440	6,250	7,100	8,060
Total Population + Customers	8,960	11,980	14,760	17,930	21,080	23,660
Police	18	21	24	26	28	30
Public Works	15	18	20	22	24	25
Administration	4	5	6	6	6	6
Development Services	4	4	4	5	6	6
Finance	4	4	5	5	6	6
Municipal Court	3	3	3	4	4	4
Total Staff	48	55	62	68	74	77
Population + Customers Per Staff	205	218	238	264	285	307

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2

ANTICIPATED FUTURE POSITIONS

	2022	2023	2024
Administration	Human Resources Analyst		
Finance		Utility Billing Specialist	Budget Analyst
Municipal Court		Court Clerk	
Development Services	Planner		Economic Development Coordinator*

*Assuming retail consultant contract renewed

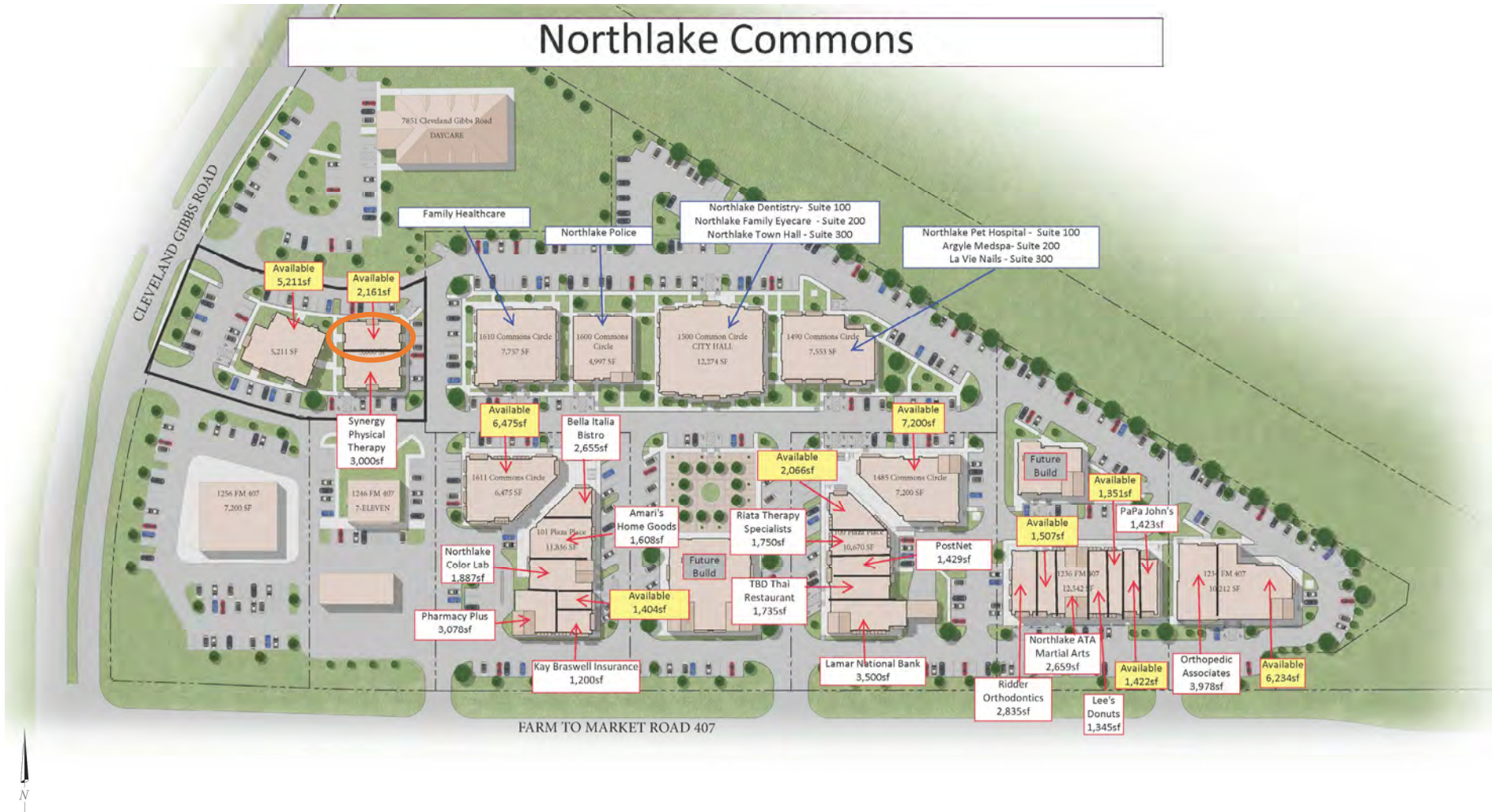
3

NORTHLAKE COMMONS BUILD OUT

- Northlake Commons current construction leased up
- Available office space diminishing quickly
- No room for expansion of administrative office space
- Police and Public Works adequate space for near future
 - Additional positions primarily field personnel
- Opportunity to reserve office space in future phase

4

Northlake Commons



LEASE SPACE OPPORTUNITY

- Future building located north of 7-Eleven
- 2,161 sf of space on north side of building
- Move Development Services to office space away from Town Hall
 - Municipal Court proximity to chambers and counters
 - Finance proximity to counters and administration
 - Development Services interactions with builders and contractors
- Monthly rent - \$6,747, Finish out - \$400,000
- Development Services cost center completely covered through development activity
- Available after October 1, 2021 (start of next fiscal year)



ADDITIONAL SPACE PROPOSED USE

Department	Current Town Hall	Proposed Dev. Svcs.	Proposed Town Hall	Proposed Total Seats	Additional Seats
Administration	5	0	6	6	1
Development Services	4	6	0	6	2
Finance	4	0	6	6	2
Municipal Court	3	0	4	4	1
Total	16	6	16	22	6



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: FEBRUARY 11, 2021

ITEM: CONSENT ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC.: NORTHLAKE PUBLIC IMPROVEMENT DISTRICT POLICY AND GUIDELINES

SUBJECT: NORTHLAKE PUBLIC IMPROVEMENT DISTRICT NO. 1 (HARVEST) ANNUAL MANAGEMENT CONTRACT



GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)
- Responsibly Manage Growth; Preserve public parks and open space (Council Goal)

BACKGROUND INFORMATION:

Northlake, at the petition of the property owner, created Northlake Public Improvement District No. 1 (PID) for the maintenance of public areas within Harvest. Per Northlake Council policy, the Town may contract with a qualified management company to administer the PID. The Harvest Homeowners Association (HOA) contracts with First Service Residential for HOA management. Hillwood has requested the PID contract with same management company to ensure both public and private areas are maintained more efficiently and at a higher standard than contracting with two separate management companies.

COUNCIL ACTION:

- Approve annual Harvest PID management contract with First Service Residential

Management and Improvement Services Agreement

Northlake Public Improvement District No. 1

(Harvest Residential)

This **MANAGEMENT AND IMPROVEMENT SERVICES AGREEMENT** ("**Agreement**") is made and entered into by and between the **Town of Northlake, Texas** ("the Town"), by and through Drew Corn, its duly authorized Town Administrator, and **First Service Residential Texas, Inc.**, a Texas corporation doing business as **FirstService Residential** ("**Contractor**") and acting by and through Cindy Huey, its duly authorized President.

RECITALS

The following statements are true and correct and constitute the basis upon which the Town and Contractor have entered into this Agreement:

WHEREAS, pursuant to Chapter 372 of the Texas Local Government Code on May 23, 2013, the Town Council of the Town of Northlake adopted Resolution No. 13-10 creating Northlake Public Improvement District No. 1 (the "**District**"); and

WHEREAS, the Town is authorized to utilize the District to undertake improvements and/or services that confer special benefits on the part of the Town within the District; and

WHEREAS, the Town Council is authorized to levy and collect special assessments on property in the District, based on the special services conferred by the improvements and/or services, to pay the cost of such improvements and services; and

WHEREAS, the Town desires to enter into a written agreement with Contractor for the provision of certain improvements and services in the District, as more specifically set forth in this Agreement; and

WHEREAS, such improvements and services constitute a supplement to standard Town services and an added increment of service to provide other special benefits and services which will enhance the vitality and quality of the District; and

WHEREAS, Contractor wishes to assist the Town by providing, furnishing, or performing such improvements and services;

NOW, THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, the Town and Contractor do hereby covenant and agree as follows:

AGREEMENT

1. ENGAGEMENT OF CONTRACTOR

The Town hereby engages the Contractor, and the Contractor hereby agrees to provide, furnish, oversee or perform in accordance with this Agreement the improvements and/or services set forth in Section 2.

2. IMPROVEMENTS AND SERVICES FOR THE DISTRICT

2.1. Scope of Contractor's Duties

Contractor shall provide or cause to be provided those improvements and services (the "Improvements and Services") set forth in and subject to the Service Plan and Budget for the District approved by the Town Council for the fiscal year covered by this Agreement (the "Service Plan and Budget") (which is attached hereto as Exhibit "C" and hereby made a part of this Agreement for all purposes), as may subsequently be amended, and the ordinance adopted by the Town Council levying assessments on properties in the District for such Improvements and Services (which ordinance is a public document on file in the Town Administrator's Office and is hereby incorporated for all purposes). Contractor shall also comply with the following related duties and responsibilities:

- (a) Oversee the bidding and awarding of any third party contracts for the above-referenced Improvements and Services in accordance with the guidelines set forth in the Policy and Guidelines for Public Improvement Districts adopted by the Town Council pursuant to Resolution No. 13-10 (the "PID Policy"), a copy of which Contractor hereby certifies it has received and which is incorporated herein by reference for all purposes;
- (b) Monitor work performed by any subcontractors for any of the above referenced Improvements and Services to ascertain that all such work is performed completely, professionally, and with the appropriate level of quality and to make whatever changes are necessary to achieve these objectives;
- (c) Obtain, maintain and pay for insurance necessitated by the above referenced Improvements and Services, as may be directed or reviewed by the Town's Administrator or other designee;
- (d) In accordance with Section 372.013 of the Texas Local Government Code and the PID Policy, prepare a Service Plan and Budget for the five (5) years following the fiscal year covered by this Agreement, to be adopted by the advisory body for the District or other entity designated by the Town and approved by the Town Council ;

- (e) Maintain a full and accurate accounting of disbursements for reimbursement from District revenues and all other financial reporting requirements set forth in the PID Policy;
- (f) Comply with all other duties and responsibilities set forth in the guide lines of the PID Policy;
- (g) Receive advance written approval by the Town's Administrator or his/her designee prior to any authorized construction or maintenance of capital improvements in any dedicated Town park.

2.2. Contractor Compensation

As full compensation for the provision of all Improvements and Services during the Term of this Agreement, the Town shall pay Contractor as per the schedule below. The budgeted amount for each year shall be reflected in the Service Plan and Budget as "Management Fee," which amount shall be paid in monthly installments in accordance with Section 6 hereof.

The monthly management fee is as follows: \$1,000 for homes 51-250; \$4.75 per home for homes 251-550; \$4.50 per home for homes 551 to 850; \$4.25 per home for homes 851-1,150; \$4.00 per home for homes 1,151-1,750; \$3.75 per home for homes 1,451 to 1,750; \$3.50 per home for homes 1,751-2,050; \$3.15 per home for homes 2,050 and above. The management fee covers fees for routine services, including overhead expenses and salaries of Contractor's employees, general and administrative expenses, financial management, general administration and operations management.

If on-site administrative, maintenance and housekeeping personnel are required, they shall be employees of Contractor. The District shall reimburse for actual wages paid plus a labor burden of 25% for administrative personnel and 35% for all other personnel. Labor burden includes social security tax, federal/state unemployment tax, workers compensation insurance, Contractor's contribution to employee 401(k) benefit, drug testing, Texas criminal background checks, payroll processing and human resource administration. Single PPO medical benefits shall be provided to all eligible on-site staff members who are employees of Contractor at a cost to the District.

The management fee and cost for all personnel will be allocated 50% to the Harvest Residential Association and 50% to the Public Improvement District.

Exhibit A to this Agreement further describes administrative expenses for certain periodic routine services related to mailings, photocopying, sending of registered notices to members and other items, the cost of which shall be billable in accordance with this Agreement. Fee for periodic routine services are due and payable within ten days of billing and shall be billed in accordance with Exhibit A.

2.3. Standard of Care: Nature of Relationship

Contractor shall commence, carry on, and provide the Improvements and Services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws. Contractor shall ensure that any work on the Improvements and Services is properly coordinated with related work being performed by the Town. Unless otherwise

specifically provided herein, all of the Improvements and Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

2.4. Security and Police Services

Nothing in this Agreement shall preclude the Contractor from providing, as part of its Improvements and Services, additional security and police services to the District. Unless otherwise specifically provided herein, all of the Improvements and Services related to Security and Police Services will be performed by the Contractor or under the Contractor's supervision. All personnel engaged by the Contractor shall be fully qualified to perform those Improvements and Services delegated to them.

3. TOWN'S DUTIES AND RESPONSIBILITIES

The Town shall provide the following services in connection with operation of the District and the Contractor's performance under this Agreement:

- (a) Levying and collecting, through the Town's agreement with the Denton County Tax Assessor/Collector, assessments and recording the same in a separate revenue account;
- (b) Making payments to Contractor from special assessment revenues and other District revenues;
- (c) Maintaining the same level of services in the District as that which the Town provides in comparable areas of the Town;
- (d) Maintaining complete and detailed records concerning any expenditure of special assessment revenues and other District revenues, which are made through Town departments, boards, or agencies;
- (e) Retaining and expending revenues from special assessments, penalties, interest, and investment income thereon solely in the District;
- (f) Preparing an annual report of delinquent property assessments and liens thereon to be assigned to the Town's delinquent tax collection attorney;
- (g) Making regular reports to Contractor concerning delinquent assessments and making billings thereon as necessary; and,
- (h) Producing an annual assessment roll of property owners and property within the District.

The Town shall have no financial obligation to the District other than levying and collecting, through its agreement with the Denton County Tax Assessor/Collector, the assessments levied by the District, except as provided in subsection (c) above, and, pursuant to and in accordance with this Agreement, paying for Improvements and Services that Contractor performs in the District.

4. AMENDMENTS

This Agreement may not be amended unless executed in writing by both parties.

5. TERM

This Agreement shall commence February 1, 2021, (the "**Effective Date**") and, unless terminated earlier in accordance with this Agreement, expire January 31, 2022 (the "**Term**").

6. RELEASE OF FUNDS TO CONTRACTOR

6.1. Procedure

Periodically, but not more frequently than once per month, Contractor shall present to the individual or individuals designated by the Town to oversee and administer the District (the "**Administrator**") a report of the Improvements and Services provided by Contractor since (i) for the first report under this Agreement, the Effective Date and (ii) for all subsequent reports, the date of the previous report. All such reports must include documentation sufficient demonstrating to the Administrator that any sums paid or incurred by Contractor have been paid or are due. Provided that all such necessary reports and supporting documentation have been provided to the Administrator, the Town shall pay the Contractor for all lawful expenses made or incurred by Contractor within fifteen (15) business days of receipt of all such reports and supporting documentation. Notwithstanding anything to the contrary herein, the Town shall not be required to pay Contractor any amount that exceeds the then-current balance of District revenues or that is not in accordance with the Service Plan and Budget for the then-current fiscal year.

6.2. Work Reports

Contractor shall also submit a periodic work report, no less than quarterly, to the Administrator. This work report shall detail all of the Contractor's significant work activities in the District. The format of the report shall be mutually agreed upon by the Contractor and the Administrator. Notwithstanding anything to the contrary herein, payments to Contractor may be withheld if any such report is not received. The Administrator shall have the right to verify that the report is complete and accurate.

6.3. Insufficient District Funds

In the event that District revenues are not available or are insufficient for the Town to make any payment to Contractor hereunder, the Town will promptly notify Contractor. At Contractor's request, the Town and the Contractor shall meet and attempt to negotiate an amendment to this Agreement so that the scope of Improvements and Services may be reduced to correspond to the amount of District funds that are available or are anticipated to become available. If such an amendment cannot be successfully negotiated, Contractor shall have the right to pay the deficit (on a non-reimbursable basis), in which case this Agreement shall continue in effect. If such an amendment cannot be successfully negotiated and Contractor does not elect to fund the deficit, either party may terminate this Agreement upon thirty (30) days' advance written notice to the other party.

7. CONTRACTOR LIABILITY

Contractor hereby assumes full liability for any damages to any public or private property which is due to the negligence of Contractor, its subcontractors, agents, permittees or assigns.

8. LIABILITY OF TOWN; PERSONAL LIABILITY OF PUBLIC OFFICIALS

No employee of the Town, nor any other agent of the Town, shall be personally liable for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement. It is further expressly agreed that the Town shall not be liable or responsible for any damages caused by Contractor, its officers, agents, servants, employees, contractors and subcontractors or any other liabilities of Contractor under this Agreement or otherwise related to this Agreement, nor shall the Town be liable or responsible to Contractor or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the Town has no control.

9. INDEMNIFICATION

CONTRACTOR COVENANTS AND AGREES TO, AND DOES HEREBY, INDEMNIFY AND HOLD HARMLESS AND DEFEND THE TOWN, ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL SUITS OR CLAIMS FOR DAMAGES OR INJURIES, INCLUDING DEATH, TO ANY AND ALL PERSONS OR PROPERTY, WHETHER REAL OR ASSERTED, ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS, AND THE CONTRACTOR DOES HEREBY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR INJURIES, CLAIMS OR SUITS FOR THE DAMAGES TO PERSONS OR PROPERTY, OF WHATSOEVER KIND OR CHARACTER, WHETHER REAL OR ASSERTED, OCCURRING DURING OR ARISING OUT OF THE PERFORMANCE OF THIS CONTRACT AS A RESULT OF ANY NEGLIGENT ACT OR NEGLIGENT OMISSION ON THE PART OF THE CONTRACTOR, ITS OFFICERS, AGENTS, SERVANTS, EMPLOYEES OR SUBCONTRACTORS. SUCH INDEMNIFICATION SHALL INCLUDE WORKERS' COMPENSATION CLAIMS OF OR BY ANYONE WHATSOEVER IN ANY WAY RESULTING FROM OR ARISING OUT OF CONTRACTOR'S WORK, SERVICES AND OPERATIONS IN CONNECTION HERewith, INCLUDING OPERATIONS OF SUBCONTRACTORS.

CONTRACTOR SHALL LIKEWISE INDEMNIFY AND HOLD HARMLESS THE TOWN FOR ANY AND ALL INJURY OR DAMAGE TO TOWN PROPERTY ARISING OUT OF OR IN CONNECTION WITH ANY AND ALL NEGLIGENT ACTS OR NEGLIGENT OMISSIONS OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTOR, SUBCONTRACTORS, LICENSEES OR INVITEES.

Insurance coverage specified herein constitutes the minimum requirements and said requirements shall in no way lessen or limit the liability of Contractor under the terms of this contract. Contractor shall procure and maintain, at its own cost and expense, any additional kinds and amounts of insurance that, in its own judgment, may be necessary for proper protection in the prosecution of its work.

10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed that Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the Town; that Contractor shall have exclusive control of the details of the services and work performed hereunder, and all persons performing the same; and shall be solely responsible for the negligent acts and negligent omissions of its officers, agents, employees, contractors and subcontractors; that the doctrine of *respondeat superior* shall not apply as between Town and Contractor, its officers, agents, employees, contractors and subcontractors; and that nothing herein shall be construed as creating a partnership or joint enterprise between Town and Contractor. No person performing any of the work and services described hereunder shall be considered an officer, agent, servant or employee of the Town.

11. INSURANCE

Contractor shall not commence work under this Agreement until it has obtained and received approval from the Town of all insurance coverage required hereunder. Contractor shall be responsible for delivering to the Administrator a certificate or certificates of insurance demonstrating that Contractor has obtained the coverage required under this Agreement, that all insurance policies provided pursuant to this Agreement are endorsed to name the Town as an additional insured, and that all such insurance policies cover not only Contractor, but also Contractor's contractors and subcontractors. The minimum insurance required of Contractor is as follows:

WORKER'S COMPENSATION INSURANCE: Contractor shall maintain throughout the Term of this Agreement statutory Worker's Compensation Insurance on all of its employees to be engaged in undertaking any Improvements or Services hereunder. In case any class of employees engaged in hazardous work under this Agreement is not protected under the state's Worker's Compensation statutes, Contractor shall provide adequate employer's general liability insurance for the protection of such employees not so protected.

COMPREHENSIVE GENERAL LIABILITY INSURANCE: Contractor shall maintain throughout the Term of this Agreement a commercial general liability insurance policy in an amount of not less than \$1,000,000 covering each occurrence with an aggregate limit of not less than \$2,000,000.

AUTOMOBILE INSURANCE - BODILY INJURY AND PROPERTY DAMAGE: Contractor shall maintain throughout the Term of this Agreement comprehensive automobile liability coverage in an amount not less than \$1,000,000 for each accident. This policy shall cover any automobile used in the provision of Improvements and Services under this Agreement.

The insurance company with whom Contractor's insurance is written shall be represented by an agent or agents having an office located within the Dallas-Fort Worth metropolitan area. Each such agent shall be duly qualified, upon whom service or process may be had, and must have authority and power to act on behalf of the insurance company to negotiate and settle with the Town, or any other claimant, any claims that the Town, or any other claimant, or any property owner who has been damaged may have against the Contractor or insurance company. The name of the agent or agents shall be set forth on all certificates of insurance. All policies must provide that they may not be

changed or canceled by the insurer in less than five (5) days after the Town had received written notice of such change or cancellation. Such insurance amounts may be revised upward at Town's request, and Contractor shall revise such amounts within thirty (30) days after receipt of such request.

12. TAXES

Contractor shall pay all federal, state and local taxes that may be chargeable on any Improvements and Services provided hereunder or otherwise in relation to Contractor's duties and obligations hereunder.

13. PERMITS

Contractor shall and shall cause any of its contractors and subcontractors to obtain and pay for any necessary permits and licenses, whether issued by the state, county or Town, before undertaking any work hereunder that requires any such permits.

14. CHARACTER OF WORK AND OPERATIONS

Contractor and Contractor's employees, contractors and subcontractors shall be competent and careful workmen skilled in their respective trades. Contractor shall not employ any person who repeatedly engages in misconduct or is incompetent or negligent in the due and proper performance of his duties or has been convicted of any crime of moral turpitude. The Town shall retain the right to require the Contractor to remove any employee who is guilty of misconduct toward the public or is in any way discourteous to the public. This work is being performed for the public benefit and it is necessary that it be performed in an acceptable manner and at a satisfactory rate of progress. Contractor shall at all times maintain its equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected and clearly marked with the Contractor's name and telephone number.

15. ASSIGNMENT AND SUBCONTRACTING

Contractor shall have the right to subcontract for the provision of any Improvements and Services authorized hereunder so long as the subcontract is in writing and the Administrator approves such subcontract in writing prior to provision of the subcontracted Improvements and Services, which such approval by the Administrator shall not be unreasonably delayed. The existence of a subcontract shall not relieve Contractor of any responsibility or liability to the Town under this Agreement. Otherwise, Contractor may not assign, transfer or convey any of its duties and responsibilities under this Agreement to another party without the advance written approval of the Town and execution by such party of a written agreement with the Town under which such party agrees to be bound by the duties and obligations of Contractor under this Agreement.

18. DEFAULT

All terms, conditions and provisions of this Agreement shall be considered material, and Contractor's failure to perform any part of this Agreement shall constitute an event of default hereunder. Should the Contractor fail to fully cure any default hereunder within fourteen (14) calendar days after receipt from the Town of written notice of the default (or, provided that Contractor has diligently commenced and continuously attempted cure within such time, such additional time as may be reasonably necessary to fully cure the default), the Town may, at its option and in addition to any other remedies available to it under law or in equity, terminate this Agreement by providing written notice to Contractor. Notwithstanding the foregoing, Town may terminate this Agreement for any

reason upon thirty (30) calendar days' prior written notice to Contractor. In the event of any termination, any work in progress will continue to completion unless specified otherwise in the Town's termination notice. The Town shall pay for any such work in progress that is completed by Contractor and accepted by the Town.

19. COOPERATION WITH TOWN

Contractor shall, at such time and in such form as Town may require, furnish periodic information concerning the status of the project and such other statements, certificates and approvals relative to the project as may be requested by the Town. Contractor shall meet with the Administrator or other Town officials as may be requested to discuss any aspect of this Agreement.

20. BOOKS AND RECORDS; AUDITING RIGHTS

Contractor shall maintain complete and accurate records with respect to all expenditures and costs incurred for all Improvements and Services provided hereunder. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible to the Town. Contractor shall provide representatives of Town or its appointees free access to such books and records, at all proper times, in order that they may examine and audit the same and make copies thereof. Contractor shall further allow the Town and its representatives to make inspections of all work data, documents, proceedings and activities related to this contract. Such right of access and audit shall continue for a period one (1) year from the date of the final payment under this Agreement.

The Town shall also have the right to conduct a performance audit and evaluation of Contractor at such times as the Town deems necessary. Contractor shall fully cooperate with any such performance audit. The Town may employ consultants at the Town's expense to assist the Town in such performance audit. Contractor agrees to give the Town and its consultants access to all reports, data, schedules and other relevant information which may be required to conduct such performance audit.

21. NOTICES

Any notices, bills, invoices or reports required by this Agreement shall be conclusively determined to have been delivered three (3) business days after it is deposited in the United States mail, in a sealed envelope with sufficient postage attached, to the addresses listed below or such other addresses as may from time to time be provided to the other party:

Town:
Town of Northlake
Attn: Town Administrator
1301 FM 407
Northlake, Texas 76247

Contractor:
First Service Residential
Attn: Katie Ward, President
14951 N Dallas Pkwy
Dallas, Texas 75254

22. COMPLIANCE WITH LAWS, ORDINANCES, RULES AND REGULATIONS

This Agreement will be subject to all applicable federal, state and local laws, ordinances, rules and regulations, including, but not limited to, all provisions of the Town's Charter and ordinances, as amended.

23. GOVERNMENTAL POWERS

It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers or immunities.

24. NO WAIVER

The failure of either party to insist upon the performance of any term or provision of this Agreement or to exercise any right granted hereunder shall not constitute a waiver of that party's right to insist upon appropriate performance or to assert any such right on any future occasion.

25. VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Denton County, Texas or the United States District Court for the Northern District of Texas - Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

26. NO THIRD PARTY RIGHTS

The provisions and conditions of this Agreement are solely for the benefit of the Town and Contractor and are not intended to create any rights, contractual or otherwise, to any other person or entity.

27. INTERPRETATION

In the event of any dispute over the meaning or application of any provision of this Agreement, this Agreement shall be interpreted fairly and reasonably, and neither more strongly for or against any party, regardless of the actual drafter of this Agreement.

28. CAPTIONS

Captions and headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

29. ENTIRETY OF AGREEMENT

This Agreement, including any exhibits attached hereto and any documents incorporated herein by reference, contains the entire understanding and agreement between the Town and Contractor as to the matters contained herein. Any prior or contemporaneous oral or written agreement is hereby declared null and void to the extent in conflict with any provision of this Agreement.

30. COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.

EXECUTED as of the last date indicated below:

TOWN OF NORTHLAKE:

By: _____
Drew Corn, Town Administrator

Date: _____

FIRSTSERVICE RESIDENTIAL TEXAS, INC.,
A Texas corporation d/b/a
FIRSTSERVICE RESIDENTIAL:

By: _____
Katie Ward, President Texas

Date: _____

Exhibit "B"
Additional Services to be Provided by Contractor

- (a) Participate in meetings of individual departments within the Town of Northlake, as required, to coordinate PID activities;
- (b) Participate in all meetings required by the Town for assistance in the preparation of the Service Plan and Budget for the District, and update the Town as to authorized PID projects and other pertinent matters.
- (c) Establish means of communication for citizen input to report problems and make suggestions to the PID. Coordinate responses to citizen, with input from the Town, when appropriate.
- (d) Maintain a full and accurate accounting of disbursements for reimbursement from PID revenues, providing the Town with a monthly accounting statement;
- (e) Monitor recurring expenses and perform comparative analyses to identify emerging trends and real or potential problems. Notify the Town of trends and unusual or excessive expenses;
- (f) Maintain a complete set of historical records of all PID activity to include PID charter, minutes of meetings, and agreements/contracts with other entities, grant applications, etc. from the beginning of PID to present; and

The Contractor shall commence, carry on, and provide such improvements and/or services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with this contract and its attachments and all applicable laws.

Exhibit C – Budget and Five Year Service Plan

	2021	2022	2023	2024	2025
INCOME:	\$1,536,010	\$1,724,078	\$1,873,667	\$1,911,140	\$1,949,362
EXPENSES:					
Utilities	\$192,000	\$224,165	\$224,165	\$228,648	\$233,221
Landscape Maintenance	\$1,010,600	\$1,104,881	\$1,106,503	\$1,128,633	\$1,151,205
Common Area Maintenance	\$82,100	\$87,553	\$91,358	\$93,185	\$95,048
General & Administrative	\$76,224	\$50,198	\$50,904	\$51,922	\$52,960
Insurance and Taxes	\$900	\$941	\$948	\$967	\$986
Employees	\$76,332	\$78,376	\$79,686	\$81,280	\$82,905
TOTAL EXPENSES	\$1,438,156	\$1,546,113	\$1,553,563	\$1,584,634	\$1,616,625
**Developer Subsidy					

** To be fully repaid by PID

** Current Subsidy Balance through January 1, 2021 **\$2,169,635**



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2

BRIAN MONTINI, MAYOR PRO TEM, COUNCIL PLACE 3
ROGER SESSIONS, COUNCIL PLACE 4
DANNY SIMPSON, COUNCIL PLACE 5

**NORTHLAKE TOWN COUNCIL
MEETING MINUTES
THURSDAY, JANUARY 14, 2021
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

1. Mayor David Rettig called the meeting to order at 5:33 pm, quorum present

Roll Call:	David Rettig, Mayor	Place 1-Rena Hardeman
	Place 2-Michael Ganz	Place 3-Brian Montini, Mayor Pro Tem
	Place 4-Roger Sessions	Place 5-Danny Simpson

Staff Present: Drew Corn, Town Administrator, Nathan Reddin, Development Director, John Zagurski, Finance Director, Chief Robert Crawford, PD; Captain Michael Coleman, PD; Eric Tamayo, Public Works Director; Sgt. Dwight Thornton, PD; Leann Oliver, Court Administrator, Tara Barton, Marketing & Communications Coordinator; John Thomson, Management Analyst; and Shirley Rogers, Town Secretary

Invocation given by Chief of Police Robert Crawford
Pledge of Allegiance led by Mayor David Rettig

3. Announcements, Proclamations and Presentations
 - A. Mayor David Rettig recognized two employees on their work anniversary:
Dwight Thornton, Sergeant, Police Department – 10 Year Work Anniversary
Leann Oliver, Municipal Court Administrator – Certified Court Manager (CCM) Program Completion
 - B. Presentation:
FY 21 Quarterly Investment and Financial Reports given by John Zagurski, Finance Director
 - C. Briefing:
Police Vehicle Graphics update given by Drew Corn, Town Administrator
Mayor Rettig asked staff to incorporate all comments given during the meeting and bring back for further discussion at next meeting
2. Public Input
Mayor Pro Tem Brian Montini updated the council on the Home Rule Charter Commission

Have met on four occasions, reported good discussions by committee, reached consensus on most items and plans to have a 'draft' version of proposed charter for the committee members to review for final comments at the next meeting scheduled for January 23rd

4. Consent Items

- D. Mayor Pro Tem Montini made the motion to approve the Town Council Meeting Minutes of 12-10-20. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Montini, Ganz, Hardeman, Sessions, Simpson
Against: none

5. Action Items

- E. An Ordinance amending Article 5, "Zoning Districts," of the Unified Development Code of the Town of Northlake, Texas, by amending the minimum lot width requirement for the Rural Residential Zoning District

- i. Mayor Rettig opened the public hearing at 6:01 pm to hear comments for or against Northlake resident Joel McGregor stated he was in favor of the proposed changes
Mayor Rettig closed the public hearing at 6:02 pm

- ii. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0114A. 2nd by Council Member Sessions

Vote: motion passed unanimous
For: Montini, Sessions, Simpson, Ganz, Hardeman
Against: none

- F. An Ordinance amending the Code of Ordinances, Town of Northlake, Texas, by amending Section 8.5, "Outdoor Lighting Regulations," of the Unified Development Code in Chapter 9 "Planning and Miscellaneous Development Regulations," providing for modified regulations related to Outdoor Lighting applicable in the Town limits and in the Town's extra-territorial jurisdiction where permitted

- i. Mayor Rettig opened the public hearing at 6:09 pm to hear comments for or against
No one came forward for or against the proposed amendment
Mayor Rettig closed the public hearing at 6:09 pm

- ii. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0114B. 2nd by Council Member Hardeman

Vote: motion passed unanimous
For: Montini, Hardeman, Ganz, Sessions, Simpson
Against: none

- G. An Ordinance providing for the annexation of a territory more specially described herein, but generally comprising approx. 249.299 acres located in a portion of the Holland Anderson Survey, Abst. No. 25, the H.W. Cocke Survey, Abst. No. 310, the W.P. Henderson Survey and Ben Waters

Survey, Abst. 642, the William Murray Survey, Abst. No. 890 the Simeon E. Park Survey, Abst. No. 1005, situated in the extra-territorial jurisdiction of the Town of Northlake, Denton County, Texas; extending the boundary limits of said Town of Northlake, Texas, for all municipal purposes

- i. Mayor Rettig opened the public hearing at 6:15 pm to hear comments for or against
No one came forward or against the proposed annexation
Mayor Rettig closed the public hearing at 6:15 pm
- ii. Council Member Ganz made the motion to approve Ordinance No. 21-0114C. 2nd by Mayor Pro Tem Montini

Vote: motion passed unanimous
For: Ganz, Montini, Hardeman, Sessions, Simpson
Against: none

- H. An Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended by establishing the zoning classification of a certain 249.299 acre tract of land in a portion of the Holland Anderson Survey, Abst. No. 25, the H.W. Cocke Survey, Abst. No. 310, the W.P. Henderson and Ben Waters Survey, Abst. No. 641, the William Murray Survey, Abst. No. 890, the Simeon E. Park Survey, Abst. No. 1005, Town of Northlake Texas, to "I" Industrial and revising the official zoning map in accordance therewith

- i. Mayor Rettig opened the public hearing at 6:16 pm to hear comments for or against
No one came forward for or against the proposed zoning
Mayor Rettig closed the public hearing at 6:16 pm
- ii. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0114D. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Montini, Ganz, Hardeman, Sessions, Simpson
Against: none

- I. An Ordinance providing for the annexation of a territory more specially described herein, but generally comprising approx. 124.06 acres located in a portion of the Holland Anderson Survey, Abst. No. 25, the A. Gwaltney Survey, Abst. No. 500, situated in the extra-territorial jurisdiction of the Town of Northlake, Texas, for all municipal purposes

- i. Mayor Rettig opened the public hearing at 6:17 pm to hear comments for or against
No one came forward for or against the proposed annexation
Mayor Rettig closed the public hearing at 6:17 pm
- ii. Mayor Pro Tem Montini made the motion to approve Ordinance No. 21-0114E. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Montini, Ganz, Hardeman, Sessions, Simpson
Against: none

- J. An Ordinance amending Ordinance No. 13-0124A being the Northlake Unified Development Code as amended, by establishing the zoning classification of a certain 124.06 acres located in a portion of Zoning Holland Anderson Survey, Abst. No. 25, the A. Gwaltney Survey, Abst. No. 500, situated in the extra-territorial jurisdiction of the Town of Northlake, Texas for all municipal purposes
- i. Mayor Rettig opened the public hearing at 6:18 pm to hear comments for or against
No one came forward for or against the proposing zoning
Mayor Rettig closed the public hearing at 6:18 pm
- ii. Council Member Sessions made the motion to approve Ordinance No. 21-0114F. 2nd by Mayor Pro Tem Montini
- Vote: motion passed unanimous
For: Sessions, Montini, Hardeman, Ganz, Simpson
Against: none
- K. Mayor Pro Tem Montini made the motion to approve the Preliminary Plate of Hawthorne Estates, a proposed residential subdivision consisting of 29 single-family residential lots on 34.084 acres out of the Patrick Rock Survey, Abst. No. 1063, generally located on the east side of Faught Road approx. 1,500- feet south of Prairie View Drive in the extra-territorial jurisdiction of the Town of Northlake. Avondale Development Group is the owner/applicant. TxCivil, Inc. is the engineer. Texas Geospatial is the surveyor. Case # PP-20-005. 2nd by Council Member Simpson
- Vote: motion passed
For: Montini, Simpson, Sessions, Ganz
Against: Hardeman
- L. Council Member Sessions made the motion to approve Resolution No. 21-1 to authorize the Town Administrator to enter into an Agreement to Dually Certify Retail Water Utility Service Area Pursuant to Texas Water Code Section 13.246 between the Town of Northlake, Texas and CSWR-Texas Utility Operating Company, LLC. 2nd by Council Member Ganz
- Vote: motion passed unanimous
For: Sessions, Ganz, Hardeman, Montini, Simpson
Against: none
- M. Mayor Pro Tem Montini made the motion to approve Resolution No. 21-2 for support TxDOT in expedited construction of FM 407 between IH-35W and Florance Road. 2nd by Council Member Simpson
- Vote: motion passed unanimous
For: Montini, Simpson, Sessions, Ganz, Hardeman
Against: none

- N. Mayor Pro Tem Montini made the motion to approve of Resolution No. 21-3 authorizing the Town Administrator to contract with Red River Construction Co. for a 1.0 MG Ground Storage Tank and Pump Station. 2nd by Council Member Simpson

Vote: motion passed unanimous
For: Montini, Simpson, Sessions, Ganz, Hardeman
Against: none

- O. Mayor Pro Tem Montini made a motion to deny approval of Ordinance No. 21-0114G amending the Code of Ordinances, pursuant to Texas Transportation Code, Section 545.356 and Town Ordinances, Chapter 11 Traffic and Vehicles, Article 11.03, Operation of Vehicles Section 11.03.043, Speed Limits on Specific Streets; providing for maximum prima facie speed limit for FM 407 within the corporate limits of the Town; providing a penalty not to exceed \$200 for violations. 2nd by Council Member Ganz

Vote: motion passed unanimous
For: Montini, Ganz, Sessions, Simpson, Hardeman
Against: none

During discussions related to this item, consensus of council was that lowering the speed limit is not addressing or solving the issues concerning traffic on FM 407 through Northlake. Believed TxDOT should address the issues of turn lanes and traffic lights along the route without delay.

- P. No action - Approval of modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

6. By general consent, Town Council convened into Executive Session at 7:03 pm to discuss the items listed below *Pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D*:

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
- i. Legal advice on any matter related to any posted agenda item;
 - ii. Legal advice related to the development and annexation of the Hatfield, Brasher, Green Tract on approximately 97.9 acre tract of land generally located south of Evelyn Lane, west of Faught Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and the development of the Charles Faught tracts totaling approximately 102.3 of land generally located north of Evelyn Lane, west of Faught Road, and south of Robson Ranch Road; and

- iii. Legal advice related to the development and annexation of the Scrivner Tract totaling 44.8 acres of land generally located east of Florance Road approximately 2,533 feet north of FM 407; and
- iv. Legal advice related to development and annexation of the IMA Development Group and AMI Development Group tracts, 3.4-acre, 1.7-acre and 1.3-acre tracts of land generally located at the northwest corner of FM 407 and Thompson Road in the extra-territorial jurisdiction of the Town; and
- v. Pending or contemplated litigation;
- vi. Brandon K. Thrasher vs. Fort Worth Police Department, Northlake Police Department, Denton County Sheriff's Department, US District Court Case No. 4:20cv350-SDJ-KPJ; and
- vii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
- viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

7. Mayor Rettig reconvened the Council into Open Session at 8:02 pm
No action was taken as a result of the closed session per Mayor Rettig

8. Mayor Rettig adjourned the meeting at 8:02 pm

PASSED AND APPROVED BY TOWN COUNCIL on the 11th day of February 2021.

Town of Northlake

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: FEBRUARY 11, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM); HARVEST DEVELOPMENT AGREEMENT

SUBJECT: HARVEST PHASE 7 & 8B PRELIMINARY PLAT (PP-20-009)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

PRELIMINARY PLAT INFORMATION:

Applicant/Owner: Belmont 407, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Current Zoning: ETJ - No zoning. Land use governed by Development Agreement. The area of this preliminary plat is within Zone 1b & 1c and Zone 2 as identified in the Harvest Development Code.

Site: Approximately 43.832 acres out of the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and west of Cleveland-Gibbs Road.

Background: A preliminary plat for Harvest Phase 7 & 8B was approved by Town Council on September 10, 2020. Although approved, no final plat covered by this preliminary plat has been approved. The final plats for the two phases of this preliminary plat are on this same agenda and designed according to the preliminary plat as proposed to be amended.

Summary: This application is to amend the previously approved preliminary plat to revise the lot layout on the far west boundary of the platted area. The plat consists of 173 residential lots and 3 open space lots to be developed in two separate phases, 7 and 8B.

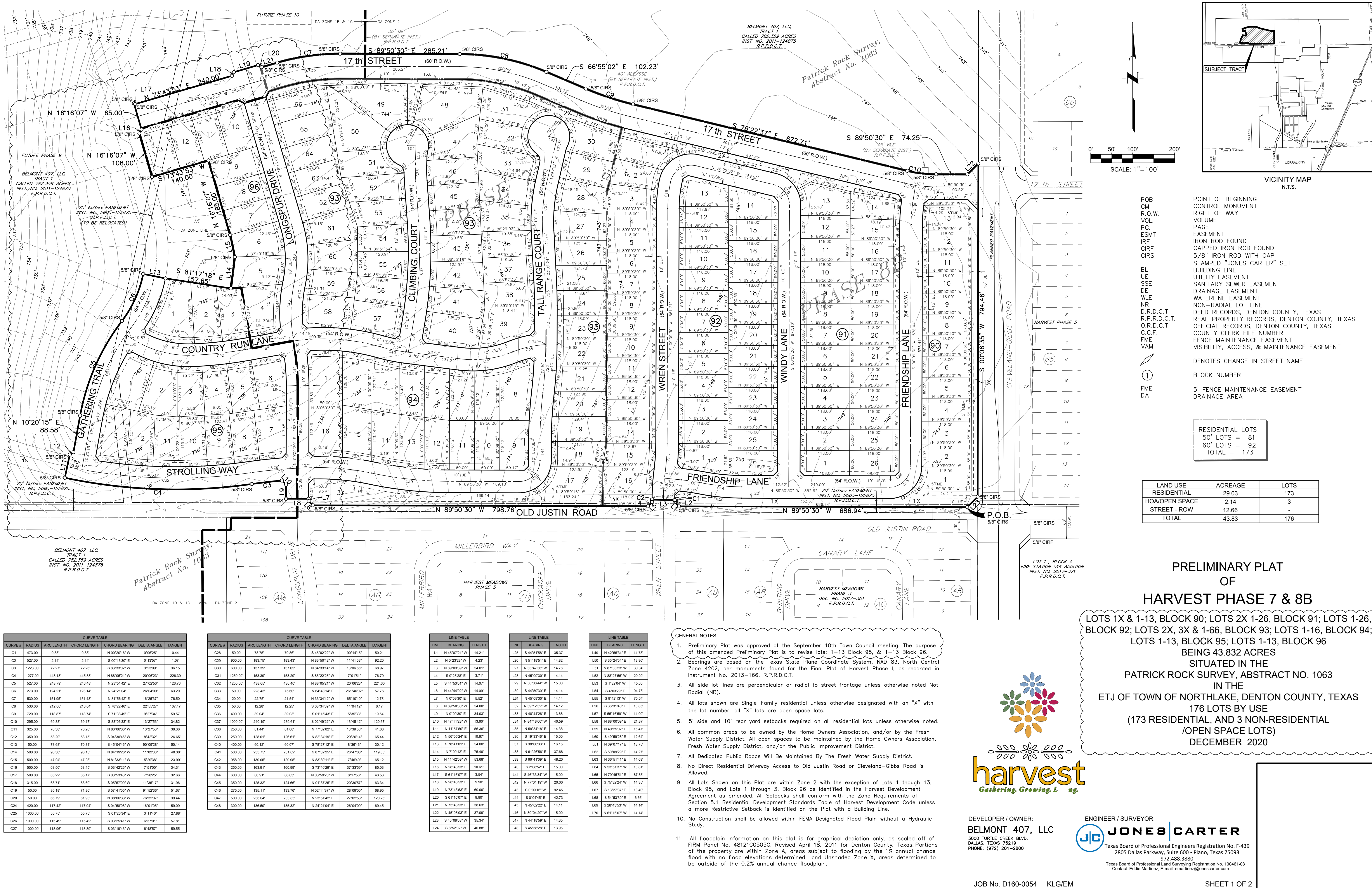
Staff Analysis: The applicant has provided a preliminary plat application in accordance with requirements of the Harvest Development Agreement (DA) and the Unified Development Code (UDC). The application was considered filed on February 4, 2021, and will be approved on March 6, 2021, if no action is taken.

The preliminary plat meets all standards of the UDC and DA, including the density and lot dimension standards outlined in the Harvest Development

Code. Preliminary plans for storm drainage, water, sanitary sewer, and paving were also submitted with the preliminary plat for review and meet all engineering design requirements.

COUNCIL ACTIONS:

- Approve or take no action (results in approval on March 6th)



OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC, is the owner(s) of part of a called 782.359 acre tract in the Patrick Rock Survey, Abstract No. 1063, described in deed to Belmont 407, LLC, as recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found for a northern right-of-way corner of Old Justin Road, as recorded in Instrument No. 2019-290, R.P.R.D.C.T., from which a 5/8" iron rod with cap stamped "Jones Carter" found bears North 89 Degrees 50 Minutes 30 Seconds West, 81.60 feet;

THENCE departing the north right-of-way line of Old Justin Road, over and cross said 782.359 acre tract, the following courses:

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 686.94 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 07 Minutes 21 Seconds West, a distance of 14.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 4.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 00 Degrees 06 Minutes 25 Seconds, a radius of 473.00 feet, an arc distance of 0.88 feet and a chord bearing and distance of North 00 Degrees 20 Minutes 16 Seconds West, 0.88 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 03 Minutes 39 Seconds West, a distance of 54.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southeasterly, along said non-tangent curve to the left having a central angle of 00 Degrees 13 Minutes 57 Seconds, a radius of 527.00 feet, an arc distance of 2.14 feet and a chord bearing and distance of South 00 Degrees 16 Minutes 30 Seconds East, 2.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 3.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 53 Minutes 01 Seconds West, a distance of 14.07 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 798.76 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 44 Minutes 02 Seconds West, a distance of 14.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 5.52 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 34.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 47 Degrees 11 Minutes 28 Seconds West, a distance of 13.60 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 03 Degrees 23 Minutes 09 Seconds, a radius of 1223.00 feet, an arc distance of 72.27 feet and a chord bearing and distance of South 83 Degrees 33 Minutes 02 Seconds West, 72.26 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the right;

Northwesterly, along said reverse curve to the right having a central angle of 20 Degrees 06 Minutes 23 Seconds, a radius of 1277.00 feet, an arc distance of 448.13 feet and a chord bearing and distance of North 88 Degrees 05 Minutes 21 Seconds West, 445.83 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 11 Degrees 57 Minutes 50 Seconds East, a distance of 56.36 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 56 Degrees 05 Minutes 24 Seconds East, a distance of 10.67 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 10 Degrees 20 Minutes 15 Seconds East, a distance of 88.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 27 Degrees 02 Minutes 53 Seconds, a radius of 527.00 feet, an arc distance of 248.79 feet and a chord bearing and distance of North 23 Degrees 51 Minutes 42 Seconds East, 246.48 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the left;

Northeasterly, along said reverse curve to the left having a central angle of 26 Degrees 04 Minutes 09 Seconds, a radius of 273.00 feet, an arc distance of 124.21 feet and a chord bearing and distance of North 24 Degrees 21 Minutes 04 Seconds East, 123.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 78 Degrees 41 Minutes 01 Seconds East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 81 Degrees 17 Minutes 18 Seconds East, a distance of 157.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 07 Degrees 09 Minutes 12 Seconds East, a distance of 75.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 11 Degrees 42 Minutes 09 Seconds West, a distance of 53.68 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 185.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 73 Degrees 43 Minutes 53 Seconds West, a distance of 140.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 108.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 28 Degrees 43 Minutes 53 Seconds East, a distance of 10.61 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 65.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 61 Degrees 16 Minutes 07 Seconds East, a distance of 3.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 240.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 28 Degrees 43 Minutes 53 Seconds East, a distance of 9.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 61 Degrees 16 Minutes 07 Seconds East, a distance of 9.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 38.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 16 Degrees 25 Minutes 37 Seconds, a radius of 530.00 feet, an arc distance of 151.95 feet and a chord bearing and distance of North 81 Degrees 56 Minutes 42 Seconds East, 151.43 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 285.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 22 Degrees 55 Minutes 27 Seconds, a radius of 530.00 feet, an arc distance of 212.06 feet and a chord bearing and distance of South 78 Degrees 22 Minutes 46 Seconds East, 210.64 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 66 Degrees 55 Minutes 02 Seconds East, a distance of 102.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 09 Degrees 27 Minutes 34 Seconds, a radius of 720.00 feet, an arc distance of 118.87 feet and a chord bearing and distance of South 71 Degrees 38 Minutes 49 Seconds East, 118.74 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 76 Degrees 22 Minutes 37 Seconds East, a distance of 672.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 27 Minutes 53 Seconds, a radius of 295.00 feet, an arc distance of 69.33 feet and a chord bearing and distance of South 83 Degrees 06 Minutes 33 Seconds East, 69.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 74.25 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 08 Minutes 03 Seconds East, a distance of 37.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 06 Minutes 35 Seconds West, along the west line of Cleveland Gibbs Road, as recorded in Instrument No. 2020-347, R.P.R.D.C.T., passing a 5/8" iron rod with cap stamped "Jones Carter" found for corner at a distance of 8.28 feet, continuing on for a total distance of 794.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 45 Degrees 08 Minutes 03 Seconds West, a distance of 35.34 feet to the POINT OF BEGINNING and containing 1,909,330 square feet or 43.832 acres of land more or less.

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

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

Signature: PRELIMINARY
FOR REVIEW ONLY.
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE

Date:

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the ____th day of _____, 20____.

Notary Public in and for the State of Texas

PRELIMINARY PLAT
OF
HARVEST PHASE 7 & 8B

LOTS 1X & 1-13, BLOCK 90; LOTS 2X 1-26, BLOCK 91; LOTS 1-26, BLOCK 92; LOTS 2X, 3X & 1-66, BLOCK 93; LOTS 1-16, BLOCK 94; LOTS 1-13, BLOCK 95; LOTS 1-13, BLOCK 96
BEING 43.832 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
176 LOTS BY USE
(173 RESIDENTIAL, AND 3 NON-RESIDENTIAL /OPEN SPACE LOTS)
DECEMBER 2020



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JIC JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM); HARVEST DEVELOPMENT AGREEMENT

SUBJECT: HARVEST PHASE 7 FINAL PLAT (FP-21-001)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

FINAL PLAT INFORMATION:

Owner/Applicant: Belmont 407, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Zoning: ETJ - No zoning. Land use governed by Development Agreement. The entire area of this final plat is within Zone 1b & 1c and Zone 2 as identified in the Harvest Development Code.

Site: Approximately 25.072 acres out of the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road approximately 900 feet west of Cleveland-Gibbs Road. The site is included in the Harvest Phase 7 & 8B preliminary plat which is on this same agenda to be amended.

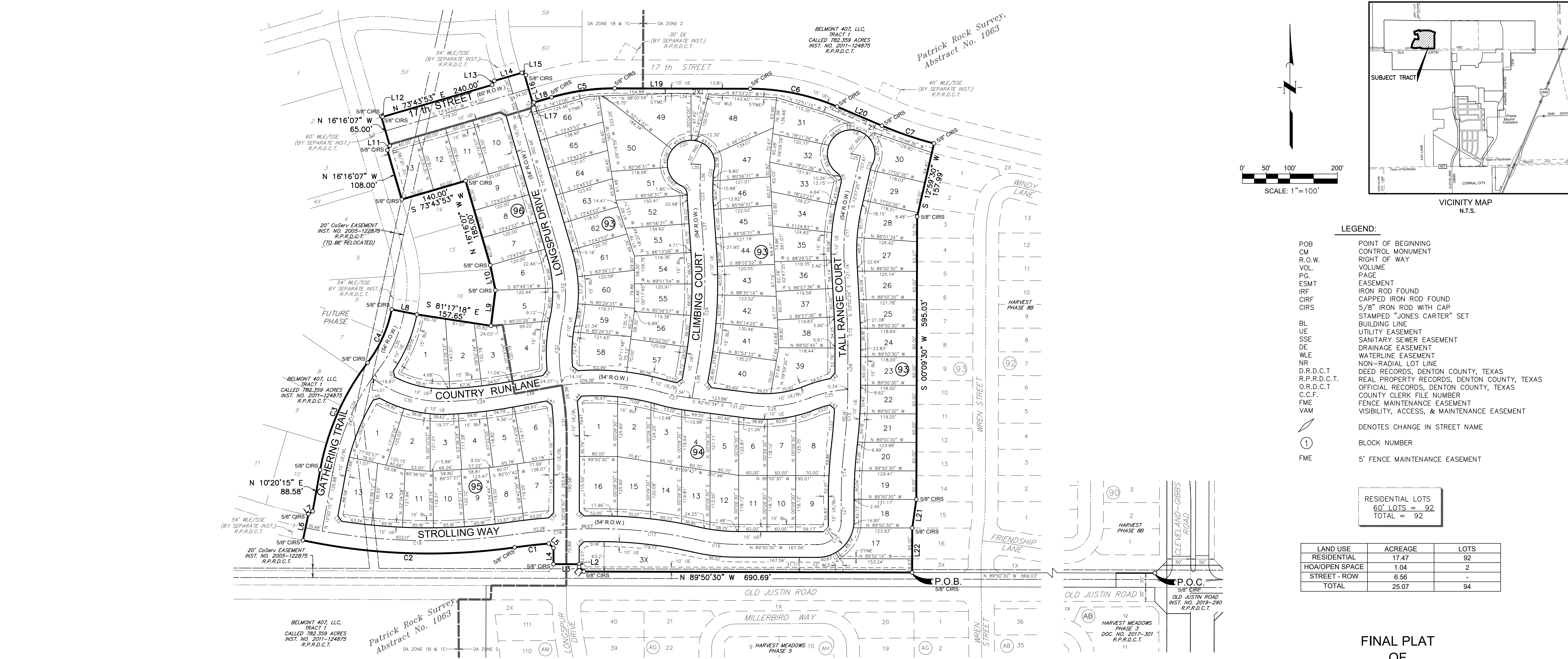
Summary: This application is for a final plat of a phase of Harvest consisting of 92 residential lots and 2 open space lots.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement (DA) and the Unified Development Code (UDC). The application was considered filed on February 4, 2021, and will be approved on March 6, 2021, if no action is taken.

The final plat conforms to the preliminary plat as proposed to be amended on this same agenda and meets all applicable requirements of the UDC and DA, including the density and lot dimension standards outlined in the Harvest Development Code. Construction plans for storm drainage, water, sanitary sewer, and paving were also submitted with the final plat for review and meet all engineering design requirements.

COUNCIL ACTIONS:

- Approve or take no action (results in approval on March 6th)



CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1223.00'	72.27'	72.26'	S 83°33'02" W	3°23'09"
C2	1277.00'	448.13'	445.83'	N 88°05'21" W	20°08'23"
C3	527.00'	248.79'	246.48'	N 23°51'42" E	27°02'53"
C4	273.00'	124.21'	123.14'	N 24°21'04" E	28°04'09"
C5	470.00'	134.75'	134.29'	N 81°56'42" E	18°25'37"
C6	470.00'	188.05'	186.80'	S 78°22'46" E	22°55'27"
C7	780.00'	115.94'	115.83'	S 71°10'31" W	8°30'58"
C8	50.00'	238.15'	75.79'	S 78°24'01" W	28°12'34"
C9	20.00'	23.48'	22.16'	S 20°40'53" E	67°16'38"
C10	50.00'	12.36'	12.33'	N 20°02'19" E	14°09'48"
C11	420.00'	117.42'	117.04'	S 04°58'08" W	18°01'05"
C12	1000.00'	55.75'	55.75'	S 01°26'34" E	3°11'40"
C13	1000.00'	115.49'	115.42'	S 03°25'41" W	6°37'01"
C14	1000.00'	118.96'	118.89'	S 03°19'43" W	6°48'57"
C15	50.00'	78.75'	70.86'	S 45°02'22" W	90°14'15"
C16	400.00'	89.61'	88.83'	N 83°28'00" W	12°45'00"
C17	900.00'	185.29'	184.96'	N 82°59'22" W	11°47'44"
C18	1250.00'	201.91'	201.69'	S 86°29'06" W	9°15'18"
C19	1250.00'	438.65'	436.40'	N 88°05'21" W	20°06'23"
C20	50.00'	228.43'	75.60'	N 64°43'14" E	26°14'02"
C21	20.00'	22.75'	21.54'	N 33°34'42" W	65°10'10"
C22	50.00'	12.28'	12.25'	S 08°34'09" W	14°04'12"
C23	400.00'	39.04'	39.03'	S 01°15'43" E	5°35'33"
C24	1000.00'	240.19'	239.61'	S 02°49'22" W	13°45'42"
C25	250.00'	81.44'	81.08'	N 77°32'02" E	18°39'50"
C26	250.00'	128.01'	126.61'	N 82°34'19" E	29°20'14"
C27	400.00'	60.12'	60.07'	S 78°27'12" E	8°36'43"
C28	500.00'	233.75'	231.62'	S 87°32'25" E	26°47'08"
C29	958.00'	130.05'	129.95'	N 83°39'11" E	7°46'40"
C30	250.00'	163.91'	160.99'	S 73°40'28" E	37°33'59"
C31	600.00'	88.91'	88.83'	N 03°59'28" W	8°17'56"
C32	260.00'	125.32'	124.66'	N 01°37'26" E	20°30'57"
C33	275.00'	135.11'	133.78'	N 02°11'37" W	28°09'02"
C34	500.00'	236.04'	233.65'	N 23°51'42" E	27°02'53"
C35	300.00'	136.50'	135.32'	N 24°21'04" E	28°04'09"

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LINE TABLE		
LINE	BEARING	LENGTH
L1	N 44°44'02" W	14.09'
L2	N 0°09'30" E	5.52'
L3	N 89°50'30" W	54.00'
L4	N 0°09'30" E	34.03'
L5	N 47°11'38" W	13.60'
L6	N 11°57'50" E	56.36'
L7	N 56°55'24" E	10.67'
L8	N 78°41'01" E	54.00'
L9	N 7°09'12" E	75.46'
L10	N 11°42'09" W	53.68'
L11	N 28°42'53" E	10.61'
L12	S 61°16'07" E	3.54'
L13	N 28°43'53" E	9.90'
L14	N 73°43'53" E	60.00'
L15	S 61°16'07" E	6.36'
L16	S 16°16'07" E	65.00'
L17	N 28°43'53" E	3.54'
L18	N 73°43'53" E	38.63'
L19	S 89°50'30" E	285.21'
L20	S 86°59'02" E	102.23'
L21	S 8°08'04" W	60.59'
L22	S 0°09'30" W	93.63'
L23	S 2°08'52" E	15.00'
L24	S 46°33'34" W	15.00'
L25	N 77°01'19" W	20.00'
L26	S 0°09'16" W	92.45'
L27	S 0°44'51" E	42.73'

LINE TABLE		
LINE	BEARING	LENGTH
L28	N 45°02'43" E	14.11'
L29	N 30°04'20" W	15.00'
L30	N 44°18'59" E	14.39'
L31	S 45°38'28" E	13.89'
L32	N 42°55'34" E	14.73'
L33	N 87°33'23" W	30.34'
L34	N 88°27'56" W	20.00'
L35	S 1°32'04" W	45.00'
L36	S 4°03'29" E	94.78'
L37	S 9°42'13" W	75.04'
L38	S 36°31'40" E	13.85'
L39	S 85°16'58" W	14.00'
L40	N 88°30'08" E	21.37'
L41	N 40°25'02" E	15.47'
L42	S 49°59'28" E	12.64'
L43	N 39°07'17" E	13.75'
L44	S 80°09'29" E	14.27'
L45	N 36°51'41" E	14.69'
L46	S 83°51'37" W	13.81'
L47	N 79°45'51" E	87.63'
L48	S 75°32'24" W	14.35'
L49	S 13°27'37" E	13.40'
L50	S 54°53'30" E	6.66'
L51	N 61°16'07" W	14.14'
L52	S 28°43'53" W	14.14'
L53	S 86°41'09" E	48.20'

GENERAL NOTES:

- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
- All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
- All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. all "X" lots are open space lots.
- 5' side and 10' rear yard setbacks required on all residential lots unless otherwise noted.
- All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
- All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
- No Direct Residential Driveway Access to Old Justin Road or Cleveland-Gibbs Road is Allowed.
- All Lots Shown on this Plat are within Zone 2 with the exception of Lots 1 through 13, Block 95, and Lots 1 through 3, Block 96 as Identified in the Harvest Development Agreement as amended. All Setbacks shall conform with the Zone Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
- No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
- All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

LAND USE	ACREAGE	LOTS
RESIDENTIAL	17.47	92
HOA/OPEN SPACE	1.04	2
STREET - ROW	6.56	-
TOTAL	25.07	94

**FINAL PLAT
OF
HARVEST PHASE 7**
**LOTS 2X, 3X & 17-66, BLOCK 93; LOTS 1-16, BLOCK 94; LOTS 1-13,
BLOCK 95; LOTS: LOTS 1-13, BLOCK 96
BEING 25.072 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
94 LOTS BY USE
(92 RESIDENTIAL, AND 2 NON-RESIDENTIAL
/OPEN SPACE LOTS)
JANUARY 2021**

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC, is the owner(s) of part of a called 782.359 acre tract in the Patrick Rock Survey, Abstract No. 1063, described in deed to Belmont 407, LLC, as recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) and being more particularly described as follows:

COMMENCING at 5/8" iron rod with cap stamped "Jones Carter" found for a northern right-of-way corner of Old Justin Road, as recorded in Instrument No. 2019-290, R.P.R.D.C.T.;

THENCE North 89 Degrees 50 Minutes 30 Seconds West, along the said northern right-of-way line of Old Justin Road, a distance of 869.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the POINT OF BEGINNING;

THENCE departing the north right-of-way line of Old Justin Road, over and cross said 782.359 acre tract, the following courses:

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 690.69 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 44 Degrees 44 Minutes 02 Seconds West, a distance of 14.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 5.52 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 34.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 47 Degrees 11 Minutes 28 Seconds West, a distance of 13.60 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southwesterly, along said non-tangent curve to the left having a central angle of 03 Degrees 23 Minutes 09 Seconds, a radius of 1223.00 feet, an arc distance of 72.27 feet and a chord bearing and distance of South 83 Degrees 33 Minutes 02 Seconds West, 72.26 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the right;

Northwesterly, along said reverse curve to the right having a central angle of 20 Degrees 06 Minutes 23 Seconds, a radius of 1277.00 feet, an arc distance of 448.13 feet and a chord bearing and distance of North 88 Degrees 05 Minutes 21 Seconds West, 445.83 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 11 Degrees 57 Minutes 50 Seconds East, a distance of 56.36 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 56 Degrees 05 Minutes 24 Seconds East, a distance of 10.67 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 10 Degrees 20 Minutes 15 Seconds East, a distance of 88.58 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 27 Degrees 02 Minutes 53 Seconds, a radius of 527.00 feet, an arc distance of 248.79 feet and a chord bearing and distance of North 23 Degrees 51 Minutes 42 Seconds East, 246.48 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a reverse curve to the left;

Northeasterly, along said reverse curve to the left having a central angle of 26 Degrees 04 Minutes 09 Seconds, a radius of 273.00 feet, an arc distance of 124.21 feet and a chord bearing and distance of North 24 Degrees 21 Minutes 04 Seconds East, 123.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 78 Degrees 41 Minutes 01 Seconds East, a distance of 54.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 81 Degrees 17 Minutes 18 Seconds East, a distance of 157.65 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 07 Degrees 09 Minutes 12 Seconds East, a distance of 75.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 11 Degrees 42 Minutes 09 Seconds West, a distance of 53.68 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 185.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 73 Degrees 43 Minutes 53 Seconds West, a distance of 140.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 108.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 28 Degrees 43 Minutes 53 Seconds East, a distance of 10.61 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 65.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 61 Degrees 16 Minutes 07 Seconds East, a distance of 3.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 240.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 28 Degrees 43 Minutes 53 Seconds East, a distance of 9.90 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 60.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 61 Degrees 16 Minutes 07 Seconds East, a distance of 6.36 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 16 Degrees 16 Minutes 07 Seconds East, a distance of 65.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 28 Degrees 43 Minutes 53 Seconds East, a distance of 3.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 38.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 16 Degrees 25 Minutes 37 Seconds, a radius of 470.00 feet, an arc distance of 134.75 feet and a chord bearing and distance of North 81 Degrees 56 Minutes 42 Seconds East, 134.29 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 285.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 22 Degrees 55 Minutes 27 Seconds, a radius of 470.00 feet, an arc distance of 188.05 feet and a chord bearing and distance of South 78 Degrees 22 Minutes 46 Seconds East, 186.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 66 Degrees 55 Minutes 02 Seconds East, a distance of 102.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 08 Degrees 30 Minutes 58 Seconds, a radius of 780.00 feet, an arc distance of 115.94 feet and a chord bearing and distance of South 71 Degrees 10 Minutes 31 Seconds East, 115.83 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 12 Degrees 59 Minutes 30 Seconds West, a distance of 157.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 30 Seconds West, a distance of 595.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 08 Degrees 09 Minutes 04 Seconds West, a distance of 60.59 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 09 Minutes 30 Seconds West, a distance of 93.63 feet to the POINT OF BEGINNING and containing 1,092,126 square feet or 25.072 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Belmont 407, acting herein by and through his (its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as **Harvest Phase 7**, an addition within the extra-territorial jurisdiction of the Town of Northlake, Texas ("Town"), and does hereby dedicate, in fee simple, to Belmont Fresh Water Supply District No. 1 of Denton County ("District") forever, the easements, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the Town of Northlake, Texas, all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the Town's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the District. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town's use thereof.

Belmont 407, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on _____, 20____. By _____ of Belmont 407, LLC, a Delaware limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

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

Signature: _____

Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20____.

Notary Public in and for the State of Texas



FINAL PLAT
OF
HARVEST PHASE 7

LOTS 2X, 3X & 17-66, BLOCK 93; LOTS 1-16, BLOCK 94; LOTS 1-13,
BLOCK 95; LOTS: LOTS 1-13, BLOCK 96
BEING 25.072 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
94 LOTS BY USE
(92 RESIDENTIAL, AND 2 NON-RESIDENTIAL
/OPEN SPACE LOTS)
JANUARY 2021



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JC JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM); HARVEST DEVELOPMENT AGREEMENT

SUBJECT: HARVEST PHASE 8A FINAL PLAT (FP-21-002)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

FINAL PLAT INFORMATION:

Owner/Applicant: Belmont 407, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Zoning: ETJ - No zoning. Land use governed by Development Agreement. The entire area of this final plat is within Zone 3 as identified in the Harvest Development Code.

Site: Approximately 19.067 acres out of the Patrick Rock Survey, Abstract No. 1063, generally located east of Cleveland-Gibbs Road and approximately 900 feet north of Old Justin Road. The site is included in the Harvest Phases 4B, 4C, 5 & 6 preliminary plat approved on June 20, 2019 as a portion of what was proposed as Phase 6.

Summary: This application is for a final plat of a phase of Harvest consisting of 91 residential lots and 2 open space lots.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement (DA) and the Unified Development Code (UDC). The application was considered filed on February 4, 2021, and will be approved on March 6, 2021, if no action is taken.

The final plat substantially conforms to the preliminary plat with the exception of the revised phasing which is acceptable. The plat meets all applicable requirements of the UDC and DA, including the density and lot dimension standards outlined in the Harvest Development Code. Construction plans for storm drainage, water, sanitary sewer, and paving were also submitted with the final plat for review and meet all engineering design requirements.

COUNCIL ACTIONS:

- Approve or take no action (results in approval on March 6th)

LINE	BEARING	DISTANCE
L1	N 89°50'30" W	17.02'
L2	N 44°51'57" W	29.78'
L3	N 89°53'25" W	53.95'
L4	S 89°50'30" E	118.61'
L5	N 00°09'30" E	7.02'
L6	N 45°08'03" E	35.34'
L7	N 44°52'21" W	35.37'
L8	S 44°50'30" E	14.14'
L9	S 45°09'30" W	14.14'
L10	N 44°50'30" W	14.14'
L11	N 45°09'30" E	14.14'
L12	S 44°50'30" E	14.14'
L13	S 45°09'30" W	14.14'
L14	N 44°50'30" W	14.14'
L15	N 45°09'30" E	14.14'
L16	N 44°50'30" W	14.14'
L17	S 45°09'30" W	14.14'

LEGEND	
POB	POINT OF BEGINNING
CM	CONTROL MONUMENT
R.O.W.	RIGHT OF WAY
VOL.	VOLUME
PO	PAGE
ESMT	EASEMENT
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND
CIRS	5/8" IRON ROD WITH CAP
	STAMPED "JONES CARTER" SET
BL	BUILDING LINE
UE	UTILITY EASEMENT
SSE	SANITARY SEWER EASEMENT
DE	DRAINAGE EASEMENT
WLE	WATER LINE EASEMENT
NR	NON-RADIAL LOT LINE
D.R.D.C.T.	DEED RECORDS, DENTON COUNTY, TEXAS
R.P.R.D.C.T.	REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
O.R.D.C.T.	OFFICIAL RECORDS, DENTON COUNTY, TEXAS
C.C.F.	COUNTY CLERK FILE NUMBER
FME	FENCE MAINTENANCE EASEMENT
VAM	VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
	DENOTES CHANGE IN STREET NAME
①	BLOCK NUMBER
FME	5' FENCE MAINTENANCE EASEMENT

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE	TANGENT
C1	23.00'	36.13'	32.53'	S 44°50'30" E	90°00'00"	23.00'
C2	50.00'	78.54'	70.71'	S 44°50'30" E	90°00'00"	50.00'
C3	77.00'	120.95'	108.89'	S 44°50'30" E	90°00'00"	77.00'

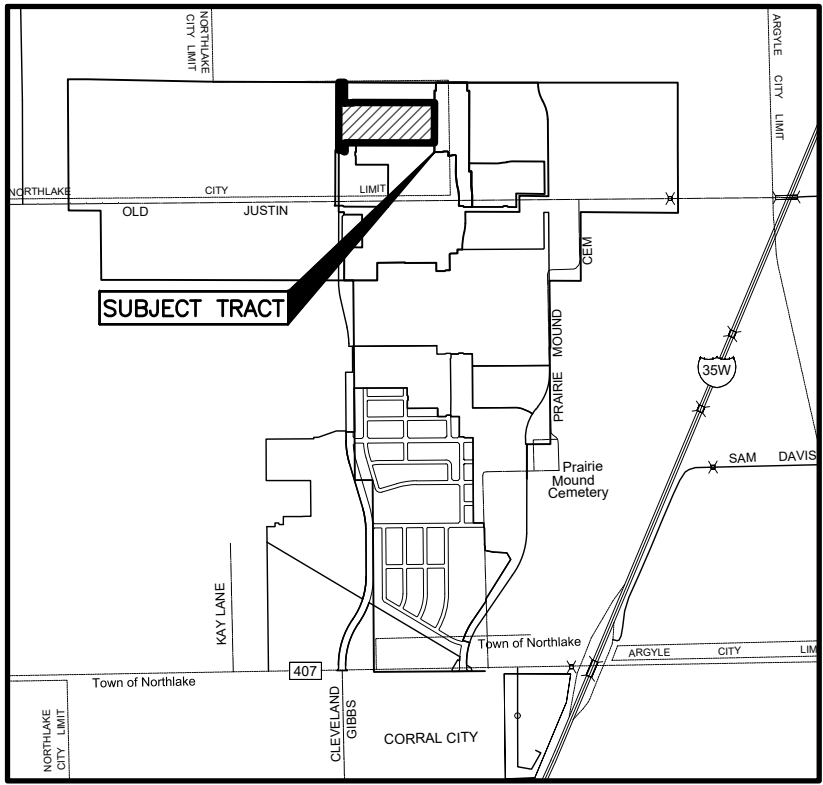
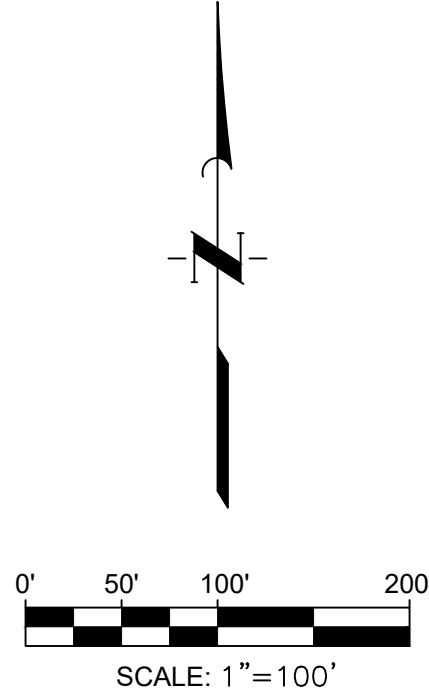
LAND USE	ACREAGE	LOTS
RESIDENTIAL	13.299	91
HOA/OPEN SPACE	0.666	2
STREET - ROW	5.102	-
TOTAL	19.067	93

HARVEST PHASE 8A
70's = 0 LOTS
60's = 0 LOTS
50's = 91 LOTS
TOTAL = 91 LOTS



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-439, Survey Registration No. 100461-03
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com



- GENERAL NOTES:
- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
 - All side lot lines are perpendicular or radial to street frontage unless otherwise noted Not Radial (NR).
 - All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. all "X" lots are open space lots.
 - 5' side and rear yard setbacks required on all residential lots unless otherwise noted.
 - All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
 - All Dedicated Public Roads Will be Maintained By The Fresh Water Supply District.
 - No Direct Residential Driveway Access to Old Justin Road or Harvest Way is Allowed.
 - All Lots shown on this Plat are within Zone 3 as Identified in the Harvest Development Agreement dated 9-27-2012. All setbacks shall conform with the Zone 3 Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
 - This property is in Zone X, Areas determined to be outside the 0.2% annual chance floodplain per FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas.

FINAL PLAT OF HARVEST PHASE 8A

LOTS 1X & 22-50, BLOCK 66; LOTS 4-27, BLOCK 70;
LOTS 1-16, BLOCK 69; LOTS 4-15, BLOCK 70;
LOTS 1-8, BLOCK 71 AND LOTS 1X & 1-2, BLOCK 72

BEING 19.067 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
93 LOTS BY USE
(91 RESIDENTIAL AND 2 NON-RESIDENTIAL
/OPEN SPACE LOTS)

OCTOBER 2020

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC., is the owner of a 19.067 acre tract of land situated in the Patrick Rock Survey, Abstract No. 1063, Denton County Texas, and being part of Tract 1, a called 782.359 acre tract of land described in deed to Belmont 407, LLC, recorded in Instrument No. 2011-124875 of the Official Property Records of Denton County, Texas (O.P.R.D.C.T.), and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap found for the southwest corner of Lot 1, Block 66 of Harvest Phase 5, an addition to the Town of Northlake, as recorded in Document No. 2020-347, O.P.R.D.C.T.;

THENCE North 89 Degrees 50 Minutes 30 Seconds West, along the north line of 17 th Street, a distance of 17.02 feet to a point for the corner-clip of said 17 th Street and Cleveland-Gibbs Road, and the north line of said Harvest Phase 5;

THENCE North 44 Degrees 51 Minutes 57 Seconds West, along said corner-clip, a distance of 29.78 feet to the west right-of-way line of Cleveland-Gibbs Road;

THENCE North 89 Degrees 53 Minutes 25 Seconds West, along the north line of Cleveland Gibbs Road and said Harvest Phase 5, a distance of 53.95 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the centerline of Cleveland-Gibbs Road;

THENCE North 00 Degrees 06 Minutes 35 Seconds East, departing the north line of Cleveland-Gibbs road, over and across said 782.359 acre tract, a distance of 979.05 feet to a 5/8" iron rod set in the south line of a called 76.250 acre tract of land described in deed to TMRy Ridge Limited Partnership, recorded in Instrument No. 2018-93828 O.P.R.D.C.T. and the north line of said 782.359 acre tract;

THENCE South 89 Degrees 49 Minutes 19 Seconds East, along the south line of said 76.250 acre tract and the north line of said 782.359 acre tract, a distance of 80.00 feet a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE departing said common line, over an across said 782.359 acre tract, the following courses;

South 00 Degrees 06 Minutes 35 Seconds West, a distance of 297.04 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 118.61 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 7.02 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 1176.75 feet to a 5/8" iron rod with cap stamped "Jones Carter" set in the west line of Harvest Phase 6A, an addition to the Town of Northlake, as recorded in Document No. 2020-348, O.P.R.D.C.T.;

THENCE South 00 Degrees 09 Minutes 30 Seconds West, along the west line of said Harvest Phase 6A, a distance of 580.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for a northeast corner of said Harvest Phase 5;

THENCE North 89 Degrees 50 Minutes 30 Seconds West, departing the west line of said Harvest Phase 4B, along the north line of said Harvest Phase 5, a distance of 1282.75 feet to a 5/8" iron rod with cap stamped "Jones Carter" found for corner;

THENCE South 00 Degrees 09 Minutes 30 Seconds West, along the west line of said Harvest Phase 5, a distance of 130.00 feet to the POINT OF BEGINNING and containing 830,556 square feet or 19.067 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Belmont 407, LLC, acting herein by and through his (its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Harvest Phase 8A, an addition within the extra-territorial jurisdiction of the Town of Northlake, Texas ("Town"), and does hereby dedicate, in fee simple, to Belmont Fresh Water Supply District No. 1 of Denton County ("District") forever, the easements, streets, rights-of-way and public improvements contained therein without warranty, either express or implied. District does hereby dedicate for the public use forever, the easements, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the Town of Northlake, Texas, all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the Town's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the District. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town's use thereof.

Belmont 407, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on _____, 20____. By _____ of Belmont 407, LLC, a Delaware limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS:

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

Signature: **PRELIMINARY
FOR REVIEW ONLY.
THIS DOCUMENT SHALL NOT BE
RECORDED FOR ANY PURPOSE** _____
Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20____.

Notary Public in and for the State of Texas

FINAL PLAT
OF
HARVEST PHASE 8A

LOTS 1X & 22-50, BLOCK 66; LOTS 4-27, BLOCK 68;
LOTS 1-16, BLOCK 69; LOTS 4-15, BLOCK 70;
LOTS 1-8, BLOCK 71 AND LOTS 1X & 1-2, BLOCK 72

BEING 19.067 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063

IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
93 LOTS BY USE
(91 RESIDENTIAL AND 2 NON-RESIDENTIAL
/OPEN SPACE LOTS)

OCTOBER 2020



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers and Land Surveyors
Engineer Registration No. F-439, Survey Registration No. 100461-03
3800 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: NORTHLAKE UNIFIED DEVELOPMENT CODE (UDC); ENGINEERING DESIGN MANUAL (EDM); HARVEST DEVELOPMENT AGREEMENT

SUBJECT: HARVEST PHASE 8B FINAL PLAT (FP-21-003)



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)

FINAL PLAT INFORMATION:

Owner/Applicant: Belmont 407, LLC

Engineer/Surveyor: Jones & Carter, Inc.

Zoning: ETJ - No zoning. Land use governed by Development Agreement. The entire area of this final plat is within Zone 2 as identified in the Harvest Development Code.

Site: Approximately 18.760 acres out of the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and west of Cleveland-Gibbs Road. The site is included in the Harvest Phase 7 & 8B preliminary plat which is on this same agenda to be amended.

Summary: This application is for a final plat of a phase of Harvest consisting of 81 residential lots and 3 open space lots.

Staff Analysis: The applicant has provided a final plat application in accordance with requirements of the Harvest Development Agreement (DA) and the Unified Development Code (UDC). The application was considered filed on February 4, 2021, and will be approved on March 6, 2021, if no action is taken.

The final plat conforms to the preliminary plat as proposed to be amended on this same agenda and meets all applicable requirements of the UDC and DA, including the density and lot dimension standards outlined in the Harvest Development Code. Construction plans for storm drainage, water, sanitary sewer, and paving were also submitted with the final plat for review and meet all engineering design requirements pending a couple minor comments to be addressed prior to the Council meeting. Staff will inform you at the meeting if all requirements have been met.

COUNCIL ACTIONS:

- Approve or take no action (results in approval on March 6th)

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 45°07'21" W	14.21'
L2	N 0°23'28" W	4.23'
L3	N 89°03'39" W	54.01'
L4	S 0°23'28" E	3.71'
L5	S 44°53'01" W	14.07'
L6	S 73°43'53" W	38.63'
L7	N 45°08'03" E	37.09'
L8	S 45°08'03" W	35.34'
L9	S 8°52'02" W	40.88'
L10	N 84°18'00" W	40.59'
L11	S 44°51'58" E	35.37'
L12	N 51°18'51" E	14.82'
L13	N 33°47'36" W	14.76'
L14	N 45°09'30" E	14.14'
L15	N 50°08'44" W	15.00'
L16	S 44°50'30" E	14.14'
L17	N 45°09'30" E	14.14'
L18	S 48°44'28" W	13.68'
L19	S 39°12'32" E	14.12'
L20	N 59°34'18" E	14.38'
L21	S 19°33'46" E	15.00'
L22	S 38°06'33" E	16.15'
L23	N 61°26'56" E	37.68'
L24	S 28°43'53" W	3.54'
L25	N 16°16'07" W	65.00'
L26	S 61°16'07" E	3.54'
L27	N 73°43'53" E	38.63'

CURVE TABLE					
CURVE #	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	473.00'	0.88'	0.88'	N 00°20'16" W	0°06'25"
C2	527.00'	2.14'	2.14'	S 00°16'30" E	0°13'57"
C3	780.00'	115.94'	115.83'	N 71°10'31" W	8°30'58"
C4	470.00'	188.05'	186.80'	N 78°22'46" W	22°55'27"
C5	470.00'	134.75'	134.29'	S 81°56'42" W	16°25'37"
C6	530.00'	151.95'	151.43'	N 81°56'42" E	16°25'37"
C7	530.00'	212.06'	210.64'	S 78°22'46" E	22°55'27"
C8	720.00'	118.87'	118.74'	S 71°38'49" E	9°27'34"
C9	295.00'	69.33'	69.17'	S 83°06'33" E	13°27'53"
C10	325.00'	76.38'	76.20'	N 83°06'33" W	13°27'53"
C11	350.00'	53.20'	53.15'	S 04°30'46" W	8°42'32"
C12	50.00'	78.68'	70.81'	S 45°04'46" W	90°09'28"
C13	500.00'	96.30'	96.15'	N 84°19'26" W	11°02'08"
C14	500.00'	47.94'	47.93'	N 81°33'11" W	5°29'38"
C15	500.00'	68.51'	68.45'	S 03°42'25" W	7°51'01"
C16	500.00'	65.22'	65.17'	S 03°53'43" W	7°28'25"
C17	315.00'	63.71'	63.60'	S 05°57'09" W	11°35'17"
C18	50.00'	80.18'	71.86'	S 57°41'05" W	91°52'36"
C19	50.00'	66.79'	61.93'	N 38°06'33" W	76°32'07"

LAND USE	ACREAGE	LOTS
RESIDENTIAL	11.54	81
HOA/OPEN SPACE	1.11	3
STREET - ROW	6.11	-
TOTAL	18.76	84

RESIDENTIAL LOTS
50' LOTS = 81
TOTAL = 81

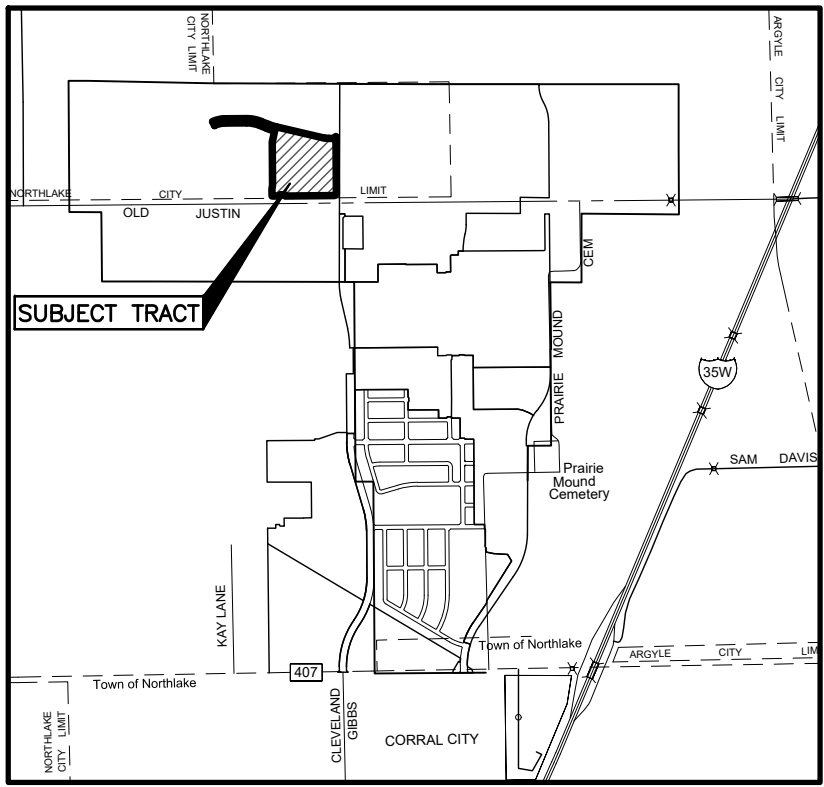
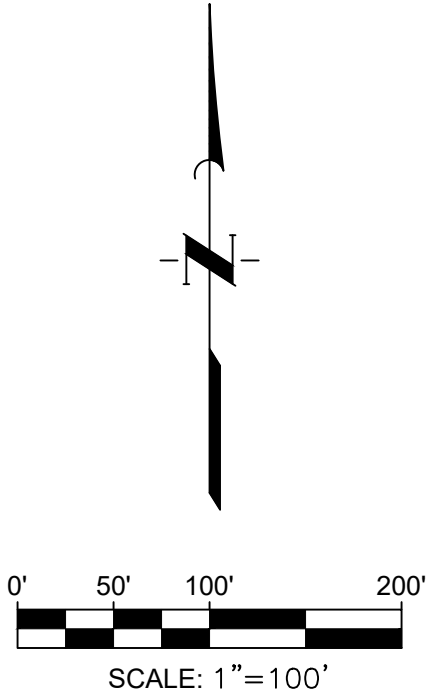
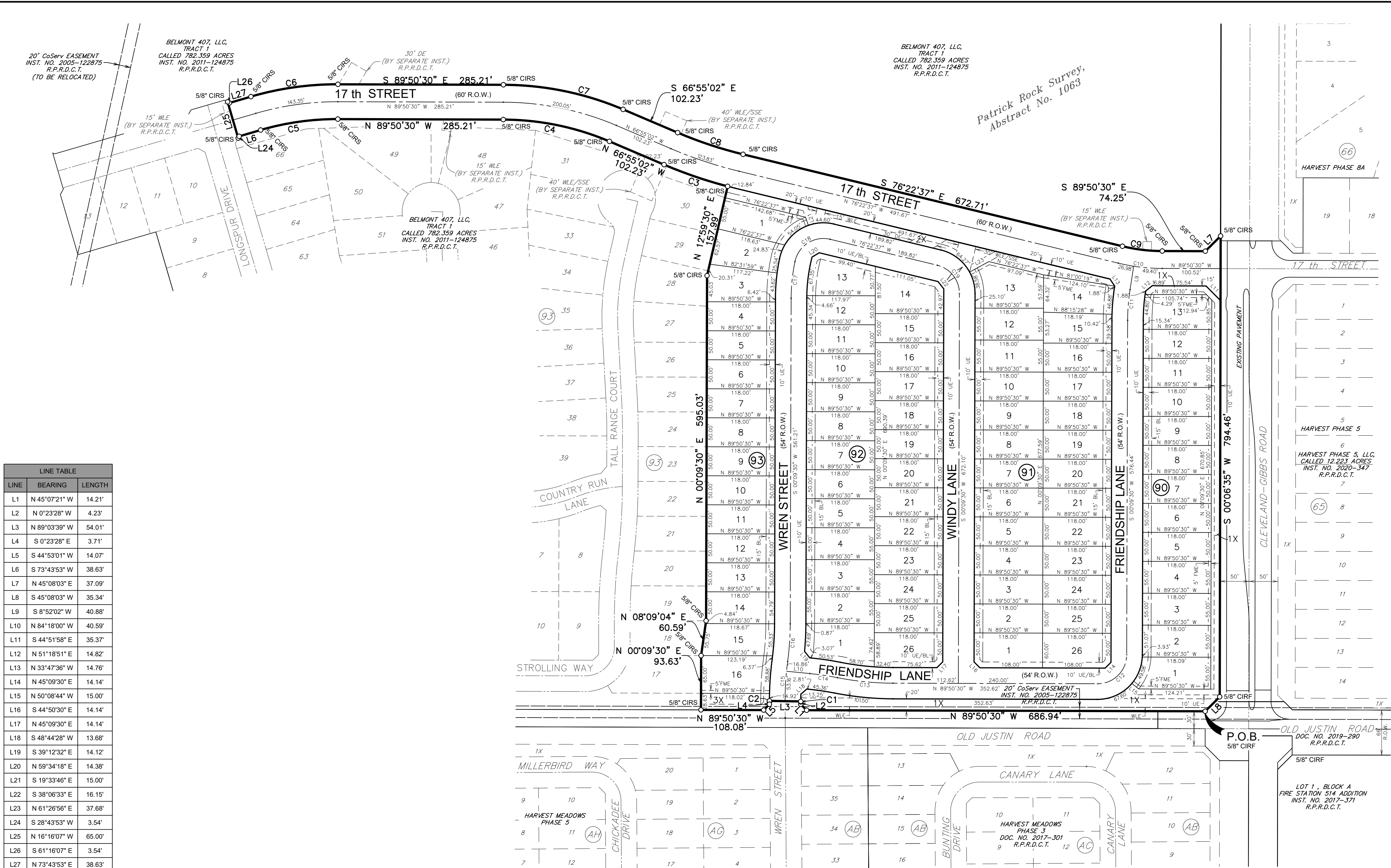
GENERAL NOTES:

- Bearings are based on the Texas State Plane Coordinate System, NAD 83, North Central Zone 4202, per monuments found for the Final Plat of Harvest Phase I, as recorded in Instrument No. 2013-166, R.P.R.D.C.T.
- All side lot lines are perpendicular or radial to street frontage unless otherwise noted (NR).
- All lots shown are Single-Family residential unless otherwise designated with an "X" with the lot number. All "X" lots are open space lots.
- 5' side and 10' rear yard setbacks required on all residential lots unless otherwise noted.
- All common areas to be owned by the Home Owners Association, and/or by the Fresh Water Supply District. All open spaces to be maintained by the Home Owners Association, Fresh Water Supply District, and/or the Public Improvement District.
- All Dedicated Public Roads Will Be Maintained By The Fresh Water Supply District.
- No Direct Residential Driveway Access to Old Justin Road or Cleveland-Gibbs Road is Allowed.
- All Lots Shown on this Plat are within Zone 2 as Identified in the Harvest Development Agreement as amended. All Setbacks shall conform with the Zone Requirements of Section 5.1 Residential Development Standards Table of Harvest Development Code unless a more Restrictive Setback is Identified on the Plat with a Building Line.
- No Construction shall be allowed within FEMA Designated Flood Plain without a Hydraulic Study.
- All floodplain information on this plat is for graphical depiction only, as scaled off of FIRM Panel No. 48121C0505G, Revised April 18, 2011 for Denton County, Texas. Portions of the property are within Zone A, areas subject to flooding by the 1% annual chance flood with no flood elevations determined, and Unshaded Zone X, areas determined to be outside of the 0.2% annual chance floodplain.



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JONES CARTER
Texas Board of Professional Engineers Registration No. F-439
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com



- POB
CM
R.O.W.
VOL.
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ESMT
IRF
CIRF
CIRS
- BL
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NR
D.R.D.C.T.
R.P.R.D.C.T.
O.R.D.C.T.
C.C.F.
FME
VAM
- POINT OF BEGINNING
CONTROL MONUMENT
RIGHT OF WAY
VOLUME
PAGE
EASEMENT
IRON ROD FOUND
CAPPED IRON ROD FOUND
5/8" IRON ROD WITH CAP
STAMPED "JONES CARTER" SET
BUILDING LINE
UTILITY EASEMENT
SANITARY SEWER EASEMENT
DRAINAGE EASEMENT
WATERLINE EASEMENT
NON-RADIAL LOT LINE
DEED RECORDS, DENTON COUNTY, TEXAS
REAL PROPERTY RECORDS, DENTON COUNTY, TEXAS
OFFICIAL RECORDS, DENTON COUNTY, TEXAS
COUNTY CLERK FILE NUMBER
FENCE MAINTENANCE EASEMENT
VISIBILITY, ACCESS, & MAINTENANCE EASEMENT
- DENOTES CHANGE IN STREET NAME
- BLOCK NUMBER
- 5' FENCE MAINTENANCE EASEMENT

OWNER'S CERTIFICATION

STATE OF TEXAS :
COUNTY OF DENTON :

WHEREAS, Belmont 407, LLC, is the owner(s) of part of a called 782.359 acre tract in the Patrick Rock Survey, Abstract No. 1063, described in deed to Belmont 407, LLC, as recorded in Instrument No. 2011-124875 of the Real Property Records of Denton County, Texas (R.P.R.D.C.T.) and being more particularly described as follows:

BEGINNING at a 5/8" iron rod with cap stamped "Jones Carter" found for a northern right-of-way corner of Old Justin Road, as recorded in Instrument No. 2019-290, R.P.R.D.C.T., from which a 5/8" iron rod with cap stamped "Jones Carter" found bears North 89 Degrees 50 Minutes 30 Seconds West, 81.60 feet;

THENCE departing the north right-of-way line of Old Justin Road, over and cross said 782.359 acre tract, the following courses:

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 686.94 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 07 Minutes 21 Seconds West, a distance of 14.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 23 Minutes 28 Seconds West, a distance of 4.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northwesterly, along said tangent curve to the right having a central angle of 00 Degrees 06 Minutes 25 Seconds, a radius of 473.00 feet, an arc distance of 0.88 feet and a chord bearing and distance of North 00 Degrees 20 Minutes 16 Seconds West, 0.88 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 03 Minutes 39 Seconds West, a distance of 54.01 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the left;

Southeasterly, along said non-tangent curve to the left having a central angle of 00 Degrees 13 Minutes 57 Seconds, a radius of 527.00 feet, an arc distance of 2.14 feet and a chord bearing and distance of South 00 Degrees 16 Minutes 30 Seconds East, 2.14 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 00 Degrees 23 Minutes 28 Seconds East, a distance of 3.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 44 Degrees 53 Minutes 01 Seconds West, a distance of 14.07 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 108.08 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 93.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 08 Degrees 09 Minutes 04 Seconds East, a distance of 60.59 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 00 Degrees 09 Minutes 30 Seconds East, a distance of 595.03 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 12 Degrees 59 Minutes 30 Seconds East, a distance of 157.99 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a non-tangent curve to the right;

Northwesterly, along said non-tangent curve to the right having a central angle of 08 Degrees 30 Minutes 58 Seconds, a radius of 780.00 feet, an arc distance of 115.94 feet and a chord bearing and distance of North 71 Degrees 10 Minutes 31 Seconds West, 115.83 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 66 Degrees 55 Minutes 02 Seconds West, a distance of 102.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the left;

Northwesterly, along said tangent curve to the left having a central angle of 22 Degrees 55 Minutes 27 Seconds, a radius of 470.00 feet, an arc distance of 188.05 feet and a chord bearing and distance of North 78 Degrees 22 Minutes 46 Seconds West, 186.80 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 89 Degrees 50 Minutes 30 Seconds West, a distance of 285.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the left;

Southwesterly, along said tangent curve to the left having a central angle of 16 Degrees 25 Minutes 37 Seconds, a radius of 470.00 feet, an arc distance of 134.75 feet and a chord bearing and distance of South 81 Degrees 56 Minutes 42 Seconds West, 134.29 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 73 Degrees 43 Minutes 53 Seconds West, a distance of 38.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 28 Degrees 43 Minutes 53 Seconds West, a distance of 3.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 16 Degrees 16 Minutes 07 Seconds West, a distance of 65.00 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 61 Degrees 16 Minutes 07 Seconds East, a distance of 3.54 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 73 Degrees 43 Minutes 53 Seconds East, a distance of 38.63 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner at the beginning of a tangent curve to the right;

Northeasterly, along said tangent curve to the right having a central angle of 16 Degrees 25 Minutes 37 Seconds, a radius of 530.00 feet, an arc distance of 151.95 feet and a chord bearing and distance of North 81 Degrees 56 Minutes 42 Seconds East, 151.43 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 285.21 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the right;

Southeasterly, along said tangent curve to the right having a central angle of 22 Degrees 55 Minutes 27 Seconds, a radius of 530.00 feet, an arc distance of 212.06 feet and a chord bearing and distance of South 78 Degrees 22 Minutes 46 Seconds East, 210.64 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 66 Degrees 55 Minutes 02 Seconds East, a distance of 102.23 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 09 Degrees 27 Minutes 34 Seconds, a radius of 720.00 feet, an arc distance of 118.87 feet and a chord bearing and distance of South 71 Degrees 38 Minutes 49 Seconds East, 118.74 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 76 Degrees 22 Minutes 37 Seconds East, a distance of 672.71 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for the beginning of a tangent curve to the left;

Southeasterly, along said tangent curve to the left having a central angle of 13 Degrees 27 Minutes 53 Seconds, a radius of 295.00 feet, an arc distance of 69.33 feet and a chord bearing and distance of South 83 Degrees 06 Minutes 33 Seconds East, 69.17 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

South 89 Degrees 50 Minutes 30 Seconds East, a distance of 74.25 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

North 45 Degrees 08 Minutes 03 Seconds East, a distance of 37.09 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 00 Degrees 06 Minutes 35 Seconds West, along the west line of Cleveland Gibbs Road, as recorded in Instrument No. 2020-347, R.P.R.D.C.T., passing a 5/8" iron rod with cap stamped "Jones Carter" found for corner at a distance of 8.28 feet, continuing on for a total distance of 794.46 feet to a 5/8" iron rod with cap stamped "Jones Carter" set for corner;

THENCE South 45 Degrees 08 Minutes 03 Seconds West, a distance of 35.34 feet to the POINT OF BEGINNING and containing 817,204 square feet or 18.760 acres of land more or less.

STATE OF TEXAS :
COUNTY OF DENTON :

Now Therefore, know all men by these presents:

That Belmont 407, acting herein by and through his (its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as **Harvest Phase 8B**, an addition within the extra-territorial jurisdiction of the Town of Northlake, Texas ("Town"), and does hereby dedicate, in fee simple, to Belmont Fresh Water Supply District No. 1 of Denton County ("District") forever, the easements, streets, rights-of-way and public improvements contained therein. District does hereby dedicate for the public use forever, the easements, the streets, rights-of-way and public improvements contained therein. The streets and alleys, if any, are dedicated for street purposes. The easements, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. Notwithstanding the foregoing, the District does hereby dedicate to the Town of Northlake, Texas, all water and sanitary sewer improvements contained in the right-of-way and easements as shown on this plat in consideration for the Town's agreement to utilize such improvements to serve property within the District. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the District. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easements limits the use to particular utilities, said use by public utilities being subordinate to the public's and Town's use thereof.

Belmont 407, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS
COUNTY OF DENTON

This instrument was acknowledged before me on _____, 20____. By _____ of Belmont 407, LLC, a Delaware limited liability company, on behalf of said limited liability company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgement to me that he executed the same for the purpose of and consideration therein expressed, and in the capacity therein stated.

Given my hand and seal of office, this the _____ day of _____, 20____.

Notary Public, State of Texas

My Commission expires : _____

STATE OF TEXAS
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

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

Signature: _____

Date: _____

STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for The State of Texas, on this day personally appeared Eduardo Martinez, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____th day of _____, 20____.

Notary Public in and for the State of Texas



FINAL PLAT
OF
HARVEST PHASE 8B

LOTS 1X & 1-13, BLOCK 90; LOTS 2X 1-26, BLOCK 91; LOTS 1-26,
BLOCK 92; LOTS 2X, 3X & 1-16, BLOCK 93
BEING 18.760 ACRES
SITUATED IN THE
PATRICK ROCK SURVEY, ABSTRACT NO. 1063
IN THE
ETJ OF TOWN OF NORTHLAKE, DENTON COUNTY, TEXAS
84 LOTS BY USE
(81 RESIDENTIAL, AND 3 NON-RESIDENTIAL
/OPEN SPACE LOTS)
DECEMBER 2020



DEVELOPER / OWNER:
BELMONT 407, LLC
3000 TURTLE CREEK BLVD.
DALLAS, TEXAS 75219
PHONE: (972) 201-2800

ENGINEER / SURVEYOR:
JC JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439
2805 Dallas Parkway, Suite 600 • Plano, Texas 75093
972.488.3880
Texas Board of Professional Land Surveying Registration No. 100461-03
Contact: Eddie Martinez, E-mail: emartinez@jonescarter.com

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC.: LOCAL GOVERNMENT CODE, CHAPTERS 363 AND 364

SUBJECT: PROPOSALS FOR SOLID WASTE AND RECYCLING SERVICES



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively; Effectively Manage Public Resources (Council Goals)

BACKGROUND INFORMATION:

The Town of Northlake's current contract for solid waste and recycling services began in 2011 and is set to expire March 31, 2021. To meet the needs of Northlake residents, the Town released an RFP on December 28, 2020 seeking proposals from qualified service providers. The process has generated considerable interest from residents and included a focus on identifying a provider who can:

- Provide glass recycling and hazardous waste pickup
- Provide excellent customer service and effectively communicate with residents
- Streamline billing by combining solid waste collection billing with other Town utilities
- Provide residential services at a cost-effective price for residents

Staff has received responses to the RFP and has provided summary information in an attachment for the following five service providers:

- Community Waste Disposal Services (CWD)
- Frontier Waste Solutions
- Republic Services
- Rhino Removal
- Waste Connections (current service provider)

COUNCIL DIRECTION:

- Select a service provider to provide solid waste and recycling services to the Town.

COMPANY PROFILES

Company	Years in Service	Texas Municipal Contracts	Regional Customers
<i>Community Waste Disposal (CWD)</i>	35	29	- Corinth - Highland Village
<i>Frontier Waste Solutions</i>	3	30	- Balch Springs - West
<i>Republic Services</i>	50	364	- Trophy Club - Roanoke
<i>Rhino Removal</i>	3	7	- Boyd - Chisholm Springs HOA
<i>Waste Connections</i>	20	296	- Sanger - Ponder

CUSTOMER SERVICE FEATURES

Company	Software	GPS Tracking	App	Social Media	Other Features	Hours
<i>Community Waste Disposal (CWD)</i>	Desert Micro Route Manager	Yes	Yes	Yes	- Northlake webpage - Graphic designer - Proof of service using video recordings	7:30 AM – 5:30 PM Mon-Fri 8 AM – 2 PM, Sat
<i>Frontier Waste Solutions</i>	TracEz	Yes	Yes	Yes	- Copy of TracEz for Town - Proof of service using photos	7 AM – 7 PM or until all routes are complete
<i>Republic Services</i>	Customer Relationship Management	Yes	Yes	Yes	600+ customer service staff - Northlake webpage - Dedicated email inbox	6 AM – 8 PM Mon-Fri 5 hours on Sat
<i>Rhino Removal</i>	SoftPak	Yes	Yes	Yes	- Green Tag program - Podium communication app for customers	7:30 AM – 5:30 PM Mon-Fri 8 AM – 2 PM, Sat
<i>Waste Connections</i>	Recollect	Yes	Yes	Yes	- Recollect customer app - Proof of service using video recordings	8 AM – 5 PM Mon-Fri

RESIDENTIAL SERVICES COST BREAKDOWN

Company	Solid Waste*	Recycling (Includes Glass)	Hazardous Waste (Monthly)	Estimated Total Monthly Service Cost
<i>Community Waste Disposal (CWD)</i>	\$9.66	\$5.38	\$0.82	\$15.86
<i>Frontier Waste Solutions</i>	\$7.00	\$3.85	\$1.05	\$11.90
<i>Republic Services</i>	\$10.58	\$3.52	\$1.05	\$15.15
<i>Rhino Removal</i>	\$9.85	\$3.90	\$0.80	\$14.55
<i>Waste Connections (proposed)</i>	\$9.64	\$3.66	Included	\$13.30
<i>Waste Connections (current)</i>	\$11.25	\$3.74	N/A	\$14.99

* Bulky Waste is monthly and is included in the solid waste fee.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF DOC.: TEXAS CONSTITUTION, ARTICLE XI, SECTION 5 AND TEXAS LOCAL GOVERNMENT CODE, SECTION 42.021

SUBJECT: DECLARE NORTHLAKE WITH MORE THAN 5,000 INHABITANTS



GOALS/OBJECTIVES:

- Control our Own Destiny; Plan and prepare for a future Home Rule Charter (Council Goal)
- Control our Own Destiny; Strategically manage ETJ annexations (Council Goal)

BACKGROUND INFORMATION:

- The North Central Texas Council of Governments (NCTCOG) publishes an annual population estimate for all cities in the region based on last Census data plus number of new housing units added
- NCTCOG estimated Northlake's population as 4,930 as of January 1, 2020
- NCTCOG is expected to publish their January 1, 2021 population estimates in May
- 669 new homes and 249 new apartment units completed in 2020
- Using NCTCOG methodology, Northlake's population was approximately 7,140 as of January 1, 2021
- When a general law municipality surpasses 5,000 inhabitants, the Texas Constitution authorizes an election to adopt a home rule charter
- In addition, extent of extraterritorial jurisdiction (ETJ) expands to within one mile of Town limits (currently Northlake ETJ extent – one-half mile)

COUNCIL ACTION:

- Declare Northlake with more than 5,000 inhabitants



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 21-0211A

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DECLARING THE TOWN IS A MUNICIPALITY WITH MORE THAN 5,000 INHABITANTS; AND PROVIDING FOR AN IMMEDIATE EFFECTIVE DATE.

WHEREAS, the Texas Local Government Code provides that the extraterritorial jurisdiction for municipalities with 5,000 to 24,999 inhabitants is located within one mile of the municipality's corporate boundaries; and

WHEREAS, the Town of Northlake, Texas has increased in number of inhabitants in recent years; and

WHEREAS, the development of an accurate estimate of the number of inhabitants of the Town is essential to assist in the economic forecasts and in planning for the development and installation of public works infrastructure to meet the needs of the Town; and

WHEREAS, various governmental entities need accurate population information in order to correctly allocate services and resources to the Northlake area; and

WHEREAS, the Town Council of the Town of Northlake ("Town Council") after due and careful consideration has determined that it is necessary and appropriate to develop an accurate current population figure for the Town as of January 28, 2021; and

WHEREAS, the North Central Texas Council of Governments (hereinafter referred to as "NCTCOG") is a voluntary association of local governments which provides information and analysis in the region for local planning activities; and

WHEREAS, NCTCOG estimated the Town of Northlake's population on January 1, 2019 was 4,140 inhabitants; and

WHEREAS, NCTCOG estimated the Town of Northlake's population on January 1, 2020 was 4,930 inhabitants; and

WHEREAS, using the same NCTCOG methodology (attached hereto as Exhibit A), as of January 1, 2021 with the addition of 669 new homes and 249 new apartment units completed between January 1, 2020, and December 31, 2020, the Town of Northlake has determined that its number of inhabitants is approximately 7,140, and thus that the Town of Northlake now has a population of more than 5,000 inhabitants; and

WHEREAS, based upon a careful and detailed analysis of all of the information identified above, the best available information indicates that the current number of inhabitants of the Town of Northlake as of February 11, 2021 exceeds 5,000; and

WHEREAS, the Town Council believes that it is necessary and appropriate for the Town Council as a legislative body, to make a determination of the current number of the inhabitants of the Town based upon its assessment of the above data.

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

Section 1. That the foregoing recitals are hereby found to be true and correct legislative findings of the Town of Northlake, Texas, and are fully incorporated into the body of this ordinance.

Section 2. That the Town Council finds, determines and declares that the Town of Northlake, Texas is a municipality of more than 5,000 inhabitants, subject to all the general laws of this State prescribing municipal powers, functions, rights and privileges for cities and towns of more than 5,000 inhabitants.

Section 3. This ordinance shall become effective immediately from and after its passage.

DULY APPROVED by the Town Council on this the 11th day of February 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

Exhibit A

Housing Type	Estimated Total Housing Units	Occupancy Rate	Average Household Size	Estimated Population 1/1/2021
Single Family	1780	0.822	3.428	5,016
Multi-Family	1197	0.933	1.823	2,037
Other	61	0.733	1.845	82
Group Quarters	0	0	0	0
2021 Population Estimate [Calculated]				7,135
2021 Population Estimate* [Published]				7,140

**NCTCOG published population estimates are rounded to the nearest multiple of 10*

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC. : TEXAS ELECTION CODE, CHAPTER 3, ORDERING ELECTION

SUBJECT: CALL GENERAL MUNICIPAL ELECTION



STRATEGIC GOALS/OBJECTIVES:

- Promote Public Involvement (Council Goal)

BACKGROUND INFORMATION:

- Per statute Town Council shall order an election no later than the 62nd day before election day
- Election shall be held on uniform election date of May 1, 2021
- Mayor, Place 4 and Place 5 to be placed on the ballot
- Town shall notice election per posting requirements at Town Hall, website and paper of record
- Election will be held jointly with other political subdivisions (most likely local school districts)
- Town will contract with Denton County Elections Administration to provide election services

COUNCIL ACTION:

- Call General Municipal Election for Mayor, Place 4 and Place 5 on May 1, 2021
- Provide notice of election
- Direct staff to contract with Denton County Elections to hold election



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-4

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING AND CALLING A GENERAL MUNICIPAL ELECTION TO BE HELD ON SATURDAY, MAY 1, 2021 FOR THE PURPOSE OF ELECTING ONE RESIDENT FOR MAYOR AND TWO RESIDENTS TO PLACES 4 & 5; AUTHORIZING THE NOTICE OF ELECTION; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO A CONTRACT WITH DENTON COUNTY, TEXAS FOR ELECTION SERVICES; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the Town of Northlake, as set forth by the Texas Election Code, is required to be held on May 1, 2021 at which time the voters will elect one resident for Mayor and two residents to Town Council Places 4 & 5; and

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the Town election will be conducted jointly with other political subdivisions of Denton County, Texas.

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

SECTION 1. The facts and recitations contained in the above preamble of this Resolution are hereby incorporated herein for all purposes.

SECTION 2. The Town Council hereby calls and orders a general municipal election to be held on Saturday, the 1st day of May 2021 between the hours of 7:00 am and 7:00 pm for the purpose of electing one resident for Mayor to serve from May 2021 until May 2023 or until May 2024 in the event that the Home Rule Charter called by special election for May 1, 2021 is approved by a majority of the qualified voters of the Town or until his or her successor is duly elected and qualified; and for the purpose of electing two residents to serve on the Town Council, Places 4 & 5 from May 2021 until May 2023 or until their successors are duly elected and qualified.

SECTION 3. The election will be conducted jointly with other political subdivisions in Denton County on Saturday, May 1, 2021, pursuant to Sections 31 and 271, Texas Election Code.

SECTION 4. All election officials, including the Early Voting Clerk shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 5. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office in



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Denton, Texas beginning on Monday, April 19, 2021 and continuing through Tuesday, April 27, 2021 at the times set forth below:

Denton County Elections Office
701 Kimberly Drive
Denton Texas 76208

<u>Date</u>	<u>Time</u>
<u>Early Voting Hours</u>	
Monday through Friday April 19, 2021– April 24, 2021	8:00 a.m. – 5:00 p.m.
Sunday April 25, 2021	11:00 a.m. – 4:00 p.m.
Monday and Tuesday April 26, 2021 – April 27, 2021	7:00 a.m. – 7:00 p.m.
<u>Election Day Hours</u>	
May 1, 2021	7:00 a.m. – 7:00 pm

Branch offices for early voting by personal appearance may also be established as outlined in the contract for joint election and election services between the Town of Northlake and Denton County.

SECTION 6. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations. Please go to elections.dentoncounty.com for the latest early voting locations.

SECTION 7. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
P.O. Box 1720
Denton, TX 76202
elections@dentoncounty.gov
Fax: 940.349.3201



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

SECTION 8. The election shall be conducted pursuant to the election laws of the State of Texas and in accordance with the Constitution of the State of Texas.

SECTION 9. This resolution shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 10. The contract for a joint election and election services between the Town of Northlake and Denton County which is incorporated herein for all purposes is hereby approved. The Town Administrator is hereby authorized to execute the contract for a joint election and election services with Denton County as the authorized representative of the Town. In the event of a conflict between this Resolution and the contract, the contract shall control.

SECTION 11. The Town Secretary is hereby authorized and directed to file, publish and/or post, in the time and manner prescribed by law, all notices required to be so filed, published and/or posted in connection with the conduct of this election.

SECTION 12. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 13. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED BY TOWN COUNCIL on the 11th day of February, 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

THE STATE OF TEXAS COUNTY OF DENTON

JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES

This CONTRACT for election services is made by and between the Denton County Elections Administrator and the following political subdivisions, herein referred to as “participating authority or participating authorities” located entirely or partially inside the boundaries of Denton County:

Participating Authorities:

[entities]

This contract is made pursuant to Texas Election Code Sections 31.092 and 271.002 and Texas Education Code Section 11.0581 for a joint [election-date] election to be administered by Frank Phillips, Denton County Elections Administrator, hereinafter referred to as “Elections Administrator.”

RECITALS

Each participating authority listed above plans to hold a General or Special Election on [election-date]. Denton County plans to hold county-wide voting for this General Election.

The County owns the Hart InterCivic Verity Voting System, which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122 as amended, and is compliant with the accessibility requirements for persons with disabilities set forth by Texas Election Code Section 61.012. The contracting political subdivisions (participating authorities) desire to use the County’s voting system and to compensate the County for such use and to share in certain other expenses connected with joint elections, in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code, as amended.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and benefits to all parties, IT IS AGREED as follows:

I. ADMINISTRATION

The participating authorities agree to hold a “Joint Election” with Denton County and each other in accordance with Chapter 271 of the Texas Election Code and this agreement. The Elections Administrator shall coordinate, supervise, and handle all aspects of administering the Joint Election as provided in this agreement. Each participating authority agrees to pay the Elections Administrator for equipment, supplies, services, and administrative costs as provided in this agreement. The Elections Administrator shall serve as the administrator for the Joint Election; however, each participating authority shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The Elections Administrator shall provide advisory services in connection with decisions to be made and actions to be taken by the officers of each participating authority as necessary.

It is understood that other political subdivisions may wish to participate in the use of the County's Verity voting system and polling places, and it is agreed that the Elections Administrator may enter into other contracts for election services for those purposes, on terms and conditions generally similar to those set forth in this contract. In such cases, costs shall be pro-rated among the participants according to Section XI of this contract.

II. LEGAL DOCUMENTS

Each participating authority shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code and/or the participating authority's governing body, charter, or ordinances, except that the Elections Administrator shall be responsible for the preparation and publication of all voting equipment testing notices that are required by the Texas Election Code. Election orders should include language that would not necessitate amending the order if any of the Early Voting and/or Election Day polling places change.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the Elections Administrator.

III. VOTING LOCATIONS

The Elections Administrator shall select and arrange for the use of and payment for all Early Voting and Election Day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by each participating authority, and shall be compliant with the accessibility requirements established by Election Code Section 43.034 and the Americans with Disabilities Act (ADA). The proposed voting locations are listed in Exhibit A of this agreement. In the event a voting location is not available or appropriate, the Elections Administrator will arrange for use of an alternate location. The Elections Administrator shall notify the participating authorities of any changes from the locations listed in Exhibit A.

IV. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

Denton County shall be responsible for the appointment of the presiding judge and alternate judge for each polling location. The Elections Administrator shall make emergency appointments of election officials if necessary.

Upon request by the Elections Administrator, each participating authority agrees to assist in recruiting bilingual polling place officials (fluent in both English and Spanish). In compliance with the Federal Voting Rights Act of 1965, as amended, each polling place containing more than 5% Hispanic population as determined by the 2010 Census shall have one or more election officials who are fluent in both the English and Spanish languages. If a presiding judge is not bilingual, and is unable to appoint a bilingual clerk, the Elections Administrator may recommend a bilingual worker for the polling place. If the Elections Administrator is unable to recommend or recruit a bilingual worker, the participating authority or authorities served by that polling

place shall be responsible for recruiting a bilingual worker for translation services at that polling place.

The Elections Administrator shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code, and will take the necessary steps to insure that all election judges appointed for the Joint Election are eligible to serve.

The Elections Administrator shall arrange for the training and compensation of all election judges and clerks. The Election judges and clerks who attend in-person voting equipment training and/or procedures training, shall be compensated at the rate of \$12 an hour. Election judges and clerks that elect to complete online training shall be compensated as a rate of a flat \$40. In the event that as Election judge or clerk completes both in-person and online training, they shall be compensated for the training resulting in the highest pay and will not be compensated for both trainings.

The Elections Administrator shall arrange for the date, time, and place for presiding election judges to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Administrator notifying them of their appointment, the dates/times and locations of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge and clerk will receive compensation at the hourly rate established by Denton County pursuant to Texas Election Code Section 32.091 and overtime after 40 hours worked per week, if applicable. The election judge, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies and equipment prior to Election Day and for returning the supplies and equipment to the central counting station after the polls close. Likewise, the Lead Clerk in Early Voting, or their designee, will receive an additional sum of \$25.00 for picking up the election supplies prior to the first day of Early Voting and for returning the supplies and equipment to the Elections Department after Early Voting has ended.

The compensation rates established by Denton County are:

Early Voting – Lead Clerk (\$14/ hour), Clerk (\$12/ hour)

Election Day – Presiding Judge (\$14/hour), Alternate Judge (\$13/ hour), Clerk (\$12/ hour)

The Elections Administrator may employ other personnel necessary for the proper administration of the election, as well as, pre and post-election administration. In such cases, costs shall be pro-rated among participants of this contract. Personnel working in support of full-time staff will be expensed on a pro-rated basis and include a time period of one week prior to the election, during the election, and one week post-election. Personnel working in support of the Early Voting Ballot Board and/or central counting station on election night will be compensated at the hourly rate set by Denton County in accordance with Election Code Sections 87.005, 127.004, and 127.006.

If elections staff is required outside of the hours of the office's normal scope of business, the entity(ies) responsible for the hours will be billed for those hours. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

V. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The Elections Administrator shall arrange for delivery of all election supplies and voting equipment including, but not limited to, the County's Verity voting system and equipment, official ballot paper, sample ballots, voter registration lists, and all forms, signs, maps and other materials used by the election judges at the voting locations. The Elections Administrator shall ensure availability of tables and chairs at each polling place and shall procure rented tables and chairs for those polling places that do not have tables and/or chairs. Any additional required materials (required by the Texas Election Code) must be provided by the participating authority, and delivered to the Elections Office thirty-three (33) calendar days (March 29, 2021) prior to Election Day. If this deadline is not met, the material must be delivered by the participating authority, to all Early Voting and Election Day locations affected, prior to voting commencing. The Elections Administrator shall be responsible for conducting all required testing of the voting equipment, as required by Chapters 127 and 129 of the Texas Election Code.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating authorities shall share a mutual ballot in those precincts where jurisdictions overlap. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The Elections Administrator shall provide the necessary voter registration information, maps, instructions, and other information needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election.

Each participating authority shall furnish the Elections Administrator a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). **Said list must be provided to the Elections Office within three (3) business days following the last day to file for a place on the ballot** or after the election is ordered, whichever is later. The list must be in a Word document, the information must be in an upper and lowercase format, be in Arial 12 point font, and must contain candidate contact information for the purposes of verifying the pronunciation of each candidate's name. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions. Each participating authority shall be responsible for proofing and approving the audio recording of the ballot insofar as it pertains to that authority's candidates and/or propositions. **The approval must be finalized with the Elections Office within five (5) calendar days of the receipt of the proofs, or the provided proofs shall be considered approved.**

The joint election ballots shall list the County's election first. The joint election ballots that contain ballot content for more than one joint participant because of overlapping territory shall

be arranged with the appropriate school district ballot content appearing on the ballot following the County's election, followed by the appropriate city ballot content, and followed by the appropriate water district or special district ballot content.

Early Voting by personal appearance and on Election Day shall be conducted exclusively on Denton County's Verity voting system including provisional ballots.

The Elections Administrator shall be responsible for the preparation, testing, and delivery of the voting equipment for the election as required by the Election Code.

The Elections Administrator shall conduct criminal background checks on the relevant employees upon hiring as required by Election Code 129.051(g).

VI. EARLY VOTING

The participating authorities agree to conduct joint early voting and to appoint the Election Administrator as the Early Voting Clerk in accordance with Sections 31.097 and 271.006 of the Texas Election Code. Each participating authority agrees to appoint the Elections Administrator's permanent county employees as deputy early voting clerks. The participating authorities further agree that the Elections Administrator may appoint other deputy early voting clerks to assist in the conduct of early voting as necessary, and that these additional deputy early voting clerks shall be compensated at an hourly rate set by Denton County pursuant to Section 83.052 of the Texas Election Code. Deputy early voting clerks who are permanent employees of the Denton County Elections Administrator or any participating authorities shall serve in that capacity without additional compensation.

Exhibit A of this document includes locations, dates, and times that voting will be held for Early Voting by personal appearance. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations. All requests for temporary branch polling places will be considered, and determined based on the availability of facility and if it is within the Election Code parameters. All costs for temporary locations including coverage by Election Administration staff will be borne by the requesting authority. The Elections Administrator will determine when those hours are necessary, the number of staff and whom are necessary, along with to whom the hours are to be billed. Cost for these hours will be billed at a rate of 1.5 times the staff's hourly rate (See Sections XV #10). The Election Administrator has the right to waive these costs as they see fit.

The standard dates and hours for the [election-date] election will be as follows:

Monday, April 19, 2021 through Saturday, April 24, 2021; 8am – 5pm
Sunday, April 25, 2021; 11am-4pm
Monday, April 26, 2021 through Tuesday, April 27, 2021; 7am-7pm.

As Early Voting Clerk, the Elections Administrator shall receive applications for early voting ballots to be voted by mail in accordance with Chapters 31 and 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the participating authorities

shall be forwarded immediately by fax or courier to the Elections Administrator for processing. The address of the Early Voting Clerk is as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
PO Box 1720
Denton, TX 76202
Email: elections@dentoncounty.gov

Any requests for early voting ballots to be voted by mail, and the subsequent actual voted ballots that are sent by a contract carrier (ie. UPS, FedEx, etc.) shall be delivered to the Early Voting Clerk at the Denton County Elections Department physical address as follows:

Frank Phillips, Early Voting Clerk
Denton County Elections
701 Kimberly Drive, Suite A101
Denton, TX 76208
Email: elections@dentoncounty.gov

The Elections Administrator shall post on the county website, the participating authority's Early Voting Roster on a daily basis. In accordance with Section 87.121 of the Election Code, the daily roster showing the previous day's early voting activity will be posted no later than 11:00 am each business day.

VII. EARLY VOTING BALLOT BOARD

Denton County shall appoint the Presiding Judge of an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. The Presiding Judge, with the assistance of the Elections Administrator, shall appoint two or more additional members to constitute the EVBB. The Elections Administrator shall determine the number of EVBB members required to efficiently process the early voting ballots.

VIII. CENTRAL COUNTING STATION AND ELECTION RETURNS

The Elections Administrator shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and of this agreement.

The participating authorities hereby, in accordance with Section 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager: Brandy Grimes, Deputy Elections Administrator
Tabulation Supervisor: Jason Slonaker, Technology Resources Coordinator
Presiding Judge: Early Voting Ballot Board Judge
Alternate Judge: Early Voting Ballot Board Alternate Judge

The counting station manager or their representative shall deliver timely cumulative reports of the election results as precincts report to the central counting station and are tabulated by posting on the Election Administrator's Election Night Results website. The manager shall be responsible for releasing unofficial cumulative totals and precinct returns from the election to the joint participants, candidates, press, and general public by distribution of hard copies at the central counting station (if requested) and by posting to the Election Administrator's Election Night Results website. To ensure the accuracy of reported election returns, results printed on the reports produced by Denton County's voting equipment will not be released to the participating authorities at the remote collection locations or from individual polling locations.

The Elections Administrator will prepare the unofficial canvass reports after all precincts have been counted, and will deliver a copy of the unofficial canvass to each participating authority as soon as possible after all returns have been tabulated. The Elections Administrator will include the tabulation and precinct-by-precinct results that are required by Texas Election Code Section 67.004 for the participating authorities to conduct their respective canvasses. Each participating authority shall be responsible for the official canvass of its respective election(s), and shall notify the Elections Administrator, or their designee, of the date of the canvass, no later than three days after Election Day.

The Elections Administrator shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

IX. PARTICIPATING AUTHORITIES WITH TERRITORY OUTSIDE DENTON COUNTY

Each participating authority with territory containing population outside of Denton County agrees that they Elections Administrator shall administer only the Denton County portion of those elections.

X. RUNOFF ELECTIONS

Each participating authority shall have the option of extending the terms of this agreement through its runoff election, if applicable. In the event of such runoff election, the terms of this agreement shall automatically extend unless the participating authority notifies the Elections Administrator in writing within three (3) business days of the original election.

Each participating authority shall reserve the right to reduce the number of early voting locations and/or Election Day voting locations in a runoff election.

Each participating authority agrees to order any runoff election(s) at its meeting for canvassing the votes from the [election-date] election and to conduct its drawing for ballot positions at or immediately following such meeting in order to expedite preparations for its runoff election.

Each participating authority eligible to hold runoff elections agrees that the date of the runoff election, if necessary, shall be Saturday, June 5, 2021, with early voting being held in accordance with the Election Code.

XI. ELECTION EXPENSES AND ALLOCATION OF COSTS

The participating authorities agree to share the costs of administering the Joint Election.

Allocation of general expenses, which are not directly attributable to an individual polling location, will be expensed by each participating authority's percentage of registered voters of the total registered voters of all participating authorities.

Expenses for Early Voting by personal appearance shall be allocated based upon the actual costs associated with each early voting location. Each participating authority shall be responsible for an equal portion of the actual costs associated with the early voting locations within their jurisdiction. Participating authorities that do not have a polling location within their jurisdiction shall pay an equal portion of the nearest polling location.

Election Day location expenses will be allocated based on each participating authority's percentage of registered voters assigned to each polling place. If a participating authority's election is conducted at more than one Election Day polling location there shall be no charges or fees allocated to the participating authority for the cost of the Election Day polling location in which the authority has fewer than 50% of the total registered voters served by that polling location, except that if the number of registered voters in all of the authority's polling locations is less than the 50% threshold, the participating authority shall share the expenses, based on their percentage of registered voters, of the polling location at which it has the greatest number of registered voters.

In the event that participating authorities with overlapping boundaries cannot make an agreement on Early Voting and/or Election Day locations, the requesting participating authority agrees to bear the entire expense of the location.

Each participating authority requesting additional hours, outside of the standard hours, for a location or locations, agree to split the cost of the additional open hours equally amongst the requesting participating authorities.

Costs for Early Voting by mail, in-person ballots, provisional ballot, and Poll Pad paper shall be allocated according to the actual number of ballots issued to each participating authority's voters and the cost shared equally amongst participating authorities of each ballot style.

Each participating authority agrees to pay the Elections Administrator an administrative fee equal to ten percent (10%) of its total billable costs in accordance with Section 31.100(d) of the Texas Election Code.

The Denton County Elections Administrator shall deposit all funds payable under this contract into the appropriate fund(s) within the county treasury in accordance with Election Code Section 31.100.

The Denton County Elections Administrator reserves the right to adjust the above formulas in agreement with an individual jurisdiction if the above formula results in a cost allocation that is inequitable.

If any participating authority makes a special request for extra Temporary Branch Early Voting by Personal Appearance locations as provided by the Texas Election Code, that entity agrees to pay the entire cost for that request.

Participating authorities having the majority of their voters in another county, and fewer than 500 registered voters in Denton County, and that do not have an Election Day polling place or early voting location within their Denton County territory shall pay a flat fee of \$400 for election expenses.

Election expenses, including but not limited to, overtime charges for Election Office staff, and any unforeseen expenses needed to conduct the election, will be borne by the participating authority or authorities, affected.

XII. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Any participating authority may withdraw from this agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code. The withdrawing authority is fully liable for any expenses incurred by the Denton County Elections Administrator on behalf of the authority plus an administrative fee of ten percent (10%) of such expenses. Any monies deposited with the Elections Administrator by the withdrawing authority shall be refunded, minus the aforementioned expenses and administrative fees, if applicable.

It is agreed that any of the joint election early voting locations that are not within the boundaries of one or more of the remaining participating authorities, with the exception of the early voting location at the Denton County Elections Building, may be dropped from the joint election unless one or more of the remaining participating authorities agreed to fully fund such location(s). In the event that any early voting location is eliminated under this section, an addendum to the contract shall be provided to the remaining participants within five days after notification of all intents to withdraw have been received by the Elections Administrator.

XIII. RECORDS OF THE ELECTION

The Elections Administrator is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority as well as to the public in accordance with applicable provisions of the Texas Election Code and the Texas Public

Information Act. The election records shall be stored at the offices of the Elections Administrator or at an alternate facility used for storage of county records. The Elections Administrator shall ensure that the records are maintained in an orderly manner so that the records are clearly identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the Elections Administrator shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the Elections Administrator any notice of pending election contest, investigation, litigation or open records request which may be filed with the appropriate participating authority.

XIV. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. By signing this document, the presiding officer of the contracting participating authorities agree that any recount shall take place at the office of the Elections Administrator, and that the Elections Administrator shall serve as Recount Supervisor, and the participating authority's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The Elections Administrator agrees to provide advisory services to each participating authority as necessary to conduct a proper recount.

XV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the County's election equipment and voting places, and it is agreed that the Elections Administrator may contract with such other districts or political subdivisions for such purposes and that in such event there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The Elections Administrator shall file copies of this document with the Denton County Treasurer and the Denton County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code.
4. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas.

5. In the event that one of 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 hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
6. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
7. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.
8. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
9. Failure for a participating authority to meet the deadlines as outline in this contract may result in additional charges, including but not limited to, overtime charges, etc.
10. Elections Staffing Hourly Rate (includes all benefit pay):

Absentee Voting Coordinator	\$40.023
Voter Registration Clerk	\$30.068 - \$33.299
Technology Resources Coordinator	\$43.227
Elections Technician	\$30.521 - \$34.762
Voter Registration Coordinator	\$37.503
Training Coordinator	\$41.899
Election Coordinator	\$34.763

XVI. COST ESTIMATES AND DEPOSIT OF FUNDS

The total estimated obligation for each participating authority under the terms of this agreement is listed below. The exact amount of each participating authority's obligation under the terms of this agreement shall be calculated after the [election-date] election (or runoff election, if applicable). The participating authority's obligation shall be paid to Denton County within 30 days after the receipt of the final invoice from the Denton County Elections Administrator.

The total estimated obligation for each participating authority under the terms of this agreement shall be provided within 45 days after the last deadline for ordering an election:

[costs]

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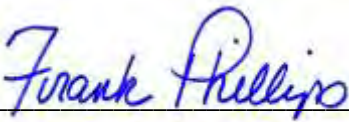
XVII. JOINT CONTRACT ACCEPTANCE AND APPROVAL

IN TESTIMONY HEREOF, this agreement has been executed on behalf of the parties hereto as follows, to-wit:

- (1) It has on the 26th day of January 2021 been executed by the Denton County Elections Administrator pursuant to the Texas Election Code so authorizing;
- (2) It has on the 12th day of February 2021 been executed on behalf of the Town of Northlake pursuant to an action of the Northlake Town Council so authorizing;

ACCEPTED AND AGREED TO BY DENTON COUNTY ELECTIONS ADMINISTRATOR:

APPROVED:



Frank Phillips, CERA

ACCEPTED AND AGREED TO BY THE TOWN OF NORTHLAKE, TEXAS:

APPROVED:

ATTESTED:

Drew Corn, Town Administrator

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC. : PROPOSED HOME RULE CHARTER

SUBJECT: CALL CHARTER ELECTION



STRATEGIC GOALS/OBJECTIVES:

- Control our Own Destiny; Plan and prepare for a future Home Rule Charter election (Council Goal)

BACKGROUND INFORMATION:

- Charter Commission has met on five different occasions with overwhelming majority in attendance
- All proposed language had significant consensus after in-depth discussions
- Charter Commission submits the proposed Charter to Town Council
- Council must accept proposed Charter as written and cannot revise

COUNCIL ACTION:

- Call the Charter Election, a ministerial function
- Direct staff to contract with Denton County Elections to hold election
- Direct staff to post proposed Charter and mailed to each registered Northlake voter



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 21-0211B

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS CALLING A SPECIAL ELECTION TO BE HELD ON MAY 1, 2021 FOR THE PURPOSE OF SUBMITTING A HOME RULE CHARTER TO THE VOTERS OF THE TOWN OF NORTHLAKE; MAKING PROVISIONS FOR CONDUCTING THE ELECTION AND RESOLVING OTHER MATTERS RELATED TO SUCH ELECTION; 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 is a Type A general law municipality located in Denton County, Texas created in accordance with the provisions of Chapter 6 of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

WHEREAS, the population of the Town of Northlake is in excess of 5,000 persons according to the North Central Texas Council of Government; and

WHEREAS, the Town Council has declared that the Town population exceeds 5,000 persons; and

WHEREAS, Article 11, Section 5 of the Texas Constitution permits cities having more than 5,000 inhabitants, by a majority vote of the qualified voters of the town at an election held for that purpose, to adopt a home rule charter; and

WHEREAS, as the Town Council of the Town of Northlake deems that it is in the best interest of the Town and its inhabitants for Northlake to become home rule and thereby acquire the authority and local control that home rule status allows; and

WHEREAS, pursuant to Chapter 9 of the Local Government Code, a charter commission was appointed and has proceeded with the formation of a charter for the Town of Northlake; and

WHEREAS, the Charter Commission has certified to the Town Council that they have completed Northlake's Home Rule Charter; and

WHEREAS, the Charter Commission has determined, and the Town Council concurs, that in the submission of this Home Rule Charter to the voters of the Town of Northlake, it would be impractical to segregate each subject for a separate vote thereon, for the reason that the Home Rule Charter is so constructed that in order for it to work and function, it is necessary that it be adopted in its entirety; therefore, it shall be submitted so as to be voted upon as a whole; and

WHEREAS, Section 9.003 of the Local Government Code requires that a charter be submitted to the qualified voters of the municipality at an election held on the first authorized uniform election date prescribed by the Texas Election Code that allows sufficient time to comply with other requirements of law and that occurs on or after the fortieth (40th) day after the date the Charter Commission completes its work; and

WHEREAS, the Home Rule Charter, if passed, will create a Town Council Place 6 position; and

WHEREAS, Section 9.006 of the Texas Local Government Code permits the voters at an election to adopt a charter to elect at the same election a person to hold an office created under the charter; and

WHEREAS, the Town Council deems it necessary to call a special election for the purpose of electing a citizen to Place 6 concurrent with and contingent on the special charter election creating that place.

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

SECTION 1. The facts and recitations contained in the above preamble of this Ordinance are hereby incorporated herein for all purposes.

SECTION 2. HOME RULE CHARTER ELECTION CALLED. The Town Council hereby approves the proposed Home Rule Charter set forth in its entirety in Exhibit "A," attached to and made a part of this Ordinance for all purposes. A special election is hereby ordered to be held on May 1, 2021 to submit the Home Rule Charter to the voters of the Town of Northlake for approval.

SECTION 3. CHARTER ADOPTION. The official ballots for the election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote FOR or AGAINST the proposition, with the ballots to contain such provisions, marking, and language as required by law and with such proposition to be expressed substantially as follows:

FOR ()

AGAINST ()

THE ADOPTION OF A HOME RULE CHARTER FOR THE TOWN OF NORTHLAKE TO INCLUDE PROVISIONS FOR THE INCORPORATION AND POWERS OF THE TOWN; TOWN COUNCIL AND THE MAYOR; RESPONSIBILITIES OF THE TOWN COUNCIL; TOWN ADMINISTRATION; MUNICIPAL COURT; TOWN ATTORNEY; MUNICIPAL ELECTIONS; INITIATIVE, REFERENDUM, AND RECALL; FINANCE; FRANCHISES AND PUBLIC UTILITIES; TAXATION; BOARDS AND COMMISSIONS; PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT; NEPOTISM, PROHIBITIONS, AND PENALTIES; AND GENERAL AND TRANSITIONAL PROVISIONS.

SECTION 4. ELECTION OF PLACE 6 CALLED. The Town Council hereby calls and orders a special municipal election to be held on Saturday, the 1st day of May 2021 between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing one citizen to serve on the Town Council Place 6 from May 2021 until May 2023, or until their successor is duly elected and qualified. The special election shall be concurrent with and

contingent upon the special election called to adopt the proposed Home Rule Charter. Any citizen elected to Place 6 shall only serve on the Town Council in the event the Home Rule Charter is approved by a majority of the qualified voters of the Town who vote in the election for that purpose.

SECTION 5. POLLING PLACE. The polling place for the special election shall be at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226 between the hours of 7:00 a.m. and 7:00 p.m. on election day.

SECTION 6. APPOINTMENT OF ELECTION JUDGE. All election officials, including the Early Voting Clerk, shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 7. METHOD OF VOTING. The Town Secretary is hereby authorized and instructed to provide and furnish all necessary supplies to conduct the special election, in accordance with this Ordinance and the Texas Election Code.

SECTION 8. EARLY VOTING. Early voting by personal appearance will be held jointly with other Denton County public entities at Denton County's Main Early Voting Site located at the Denton County Elections Office in Denton, Texas beginning on Monday, April 19, 2021 and continuing through Tuesday, April 27, 2021 at the times set forth below:

Denton County Elections Office
701 Kimberly Drive
Denton Texas 76208

<u>Date</u>	<u>Time</u>
<u>Early Voting Hours</u>	
Monday through Friday April 19, 2021– April 24, 2021	8:00 a.m. – 5:00 p.m.
Sunday April 25, 2021	11:00 a.m. – 4:00 p.m.
Monday and Tuesday April 26, 2021 – April 27, 2021	7:00 a.m. – 7:00 p.m.
<u>Election Day Hours</u>	
May 1, 2021	7:00 a.m. – 7:00 p.m.

Branch offices for early voting by personal appearance may also be established as outlined in the contract for joint election and election services between the Town of Northlake and Denton County.

SECTION 9. EARLY VOTING LOCATIONS. Any eligible Denton County Registered Voter may cast their vote at any of the additional early voting locations. Please go to elections.dentoncounty.com for the latest early voting locations.

SECTION 10. EARLY VOTING BY MAIL. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk and the Election Administrator's permanent county employees are appointed as deputy early voting clerks.

Applications for ballot by mail shall be mailed to:

Frank Phillips, Early Voting Clerk
P.O. Box 1720
Denton, TX 76202
elections@dentoncounty.gov
Fax: 940.349.3201

Applications for ballots by mail must be received no later than the close of business on Tuesday, April 20, 2021.

SECTION 11. GOVERNING LAW. The election shall be conducted pursuant to the election laws of the State of Texas and in accordance with the Constitution of the State of Texas and all resident qualified voters of the Town shall be eligible to vote in the election.

SECTION 12. JOINT ELECTION. This Ordinance shall be construed with any action of the Denton County Commissioners Court providing for the conduct of a joint election with other public entities as herein contemplated.

SECTION 13. ELECTION SERVICES CONTRACT. The contract for a joint election and election services between the Town of Northlake and Denton County which is incorporated herein for all purposes is hereby approved. The Town Administrator is hereby authorized to execute the contract for a joint election and election services with Denton County as the authorized representative of the Town. In the event of a conflict between this Ordinance and the contract, the contract shall control.

SECTION 14. NOTICE. A notice of the special election, including a Spanish translation thereof, shall be posted not later than the twenty-first (21st) day before the election on the bulletin board used for posting notices of meetings of the Town Council and shall be published at least once, not earlier than the thirtieth (30th) day nor later than the tenth (10th) day before the election in a newspaper published and of general circulation of the Town of Northlake.

SECTION 15. CHARTER MAILED TO VOTERS. Before the thirtieth (30th) day before the date of the election, the Town Secretary is directed to mail a copy of the proposed Home Rule Charter to each registered voter of the Town of Northlake.

SECTION 16. OTHER ACTIONS. The Mayor and the Town Secretary, in consultation with the Town Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of federal and state law in carrying out and conducting the election, whether or not expressly authorized herein.

SECTION 17. CUMULATIVE CLAUSE. This Ordinance shall be cumulative of all provisions of ordinances and of the Code of Ordinances of the Town of Northlake, Texas, as amended, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances and such Code, in which event the conflicting provisions of such ordinances and such Code are hereby repealed.

SECTION 18. SEVERABILITY CLAUSE. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if a phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of a court of competent jurisdiction, such unconstitutionality shall not affect the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of the unconstitutional phrase, clause, sentence, paragraph, or section.

SECTION 19. EFFECTIVE DATE. This Ordinance shall be in full force and effect immediately upon adoption.

PASSED AND APPROVED BY TOWN COUNCIL on the 11th day of February 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

EXHIBIT 'A'

HOME RULE CHARTER

CHAPTER I - INCORPORATION AND POWERS OF TOWN

1.01 Incorporation, Corporate Name

All inhabitants of the Town of Northlake, Denton County, Texas, residing within the boundaries of the Town now established or as hereinafter established in the manner provided by law, shall constitute a municipal body politic incorporated under the name of "Town of Northlake", hereinafter referred to as the "Town", with such powers, rights, authority, privileges, obligations and immunities as are herein provided in accordance with the Constitution and statutes of the State of Texas.

1.02 Form of Government

The municipal government provided by this Charter shall be known as "Council-Manager Government." Pursuant to the provisions of, and subject only to the limitations imposed by the State Constitution, State Laws and this Charter, all powers of the Town shall be vested in an elective council, hereinafter referred to as the "Council." The Council shall appoint a Town Manager, who shall be directly responsible to the Council, for the execution of the laws and the administration of the government of the Town.

1.03 Corporate Boundaries

- (a) The boundaries of the Town shall be as they exist when this Charter is adopted, until changed by the Town Council.
- (b) The boundaries and limits of the Town shall be those established and described on an official map duly adopted by the Town Council by ordinance and amended from time to time to include annexations and disannexations from the corporate limits. The Town Secretary shall at all times keep a correct and complete description and official map on file, with recent annexations and disannexations.

1.04 Modification of Corporate Boundaries

The Council shall have the full power to fix the boundary limits of the Town, to provide for the extension of said boundary limits and the annexation of additional territories lying adjacent to the Town, to provide for the disannexation of territory within the Town and to provide for the exchange of territory with other cities and towns, according to such rules as may be provided by this Charter or any other method that may be prescribed by the laws of the State of Texas. Such rules or methods shall not be inconsistent with the procedural rules of the Municipal Annexation Act of the State of Texas. If the Council determines that any territory within the corporate boundaries of the Town is not necessary or suitable for Town purposes, and approves by resolution or ordinance the exchange or release of territory from the Town, the disannexed territory shall cease to be a part of the Town but the disannexed territory shall remain liable for its pro rata share of any indebtedness incurred while the area was a part of the Town and the Town shall continue

to levy, assess and collect taxes on the property in the disannexed territory until such indebtedness has been paid, unless the council determines that it is not necessary or advisable.

CHAPTER II - POWERS OF THE TOWN

2.01 General Powers of the Town

The Town shall have all powers and rights of self-government and home rule that exist now or may be granted to municipalities by the Constitution and laws of the State of Texas as fully and completely as though they were specifically enumerated in this Charter, together with all of the implied powers necessary to carry into execution such granted powers, unless such power or right is expressly prohibited or restricted by this Charter.

2.02 Power to Acquire Property Inside and Outside the Town for Public Purposes

The Town shall have the full power to sell and to acquire by any lawful means, including condemnation, purchase, or exchange, private or public property located inside or outside of the corporate limits for public purposes. The Town shall have the full right, power and authority to exercise the power of eminent domain when necessary to carry out any of the powers conferred upon it by this Charter, or by the Constitution or laws of the State of Texas. The power of eminent domain hereby conferred shall include the right of the Town to take fee title and easement interest in the lands so condemned. An affirmative 3/4 vote of the entire membership of Council shall be required to authorize the use of eminent domain.

2.03 Street Powers

The Town shall have exclusive domain, control and jurisdiction in, upon, over, and under all highways, alleys, streets, gutters and sidewalks, situated in the Town. The Town shall have the power to layout, establish, open, alter, widen, lower, extend, grade, drain, abandon, and improve highways, streets, alleys, sidewalks, squares, parks, public places, and bridges and regulate the use thereof including, among other things, by establishing regulations relating to vehicle speed as permitted by State law. The Town shall have the full ability to require the removal from highways, streets, sidewalks, alleys, and other public property or places of all obstructions, telegraph, telephone, or other poles carrying electric wires or signs, encroachments of every nature or character upon any said streets and sidewalks, and to vacate and close private ways; and when a street or alley has been vacated or abandoned, the Town shall have the right to sell the same in any lawful manner. The Town shall have the power to assess property owners for improvements and collect attorney's fees for the collection of assessments as allowed under state law. Such exclusive dominion, control and jurisdiction in, upon, over or under the public streets, avenues, sidewalks, parkways, alleys and highways of the Town shall

also include, but not be limited to, the right to regulate, locate, relocate, remove, or prohibit the location of all utility pipes, lines, wires, or other property of any sort. The right of control and use of the public streets, highways, sidewalks, and alleys is hereby declared to be inalienable to the Town, except by ordinances not in conflict with this Charter.

2.04 Health and Police Powers

- (a) The Council shall have the power to provide for and/or own and regulate the following, but not to the exclusion of other powers:
 - (1) a solid waste collection and disposal system;
 - (2) a sanitary sewer utility or system;
 - (3) a water utility or system;
 - (4) an electric utility or system;
 - (5) a fire department;
 - (6) a police department;
 - (7) a health department;
 - (8) parks and playgrounds.
- (b) The Council shall have the power to define all nuisances and prohibit them within the Town and outside the Town limits for at least a distance of 5,000 feet.
- (c) The Council shall have the power to provide for fixing of penalties for failure of any person, firm, corporation or association to comply with any such rules and regulations so prescribed by the Council under the provisions of this section; it being the intention to vest in the Council not only powers expressly enumerated in this section but all other powers reasonably necessary for the protection of the health, safety and welfare of the Town and its inhabitants.

2.05 Intergovernmental Relations

The Town may exercise any of its powers or perform any of its functions and may participate in the financing thereof, jointly or in cooperation by contract or otherwise, with any one or more municipalities, States, and divisions or agencies thereof, the United States or any agency thereof.

CHAPTER III – TOWN COUNCIL AND MAYOR

3.01 Governing Body

The governing and lawmaking body of the Town shall consist of the Mayor and six (6) Councilmembers and shall be known as the “Town Council.”

3.02 Elective Officers

- (a) The members of the Council shall be elected and hold office as herein provided. All members of the Council, and the Mayor, shall be elected under the place system. The Mayor shall hold office for a three (3) year term. Each member of the Council shall hold office for a two (2) year term. Upon expiration of the terms of the current Mayor and Councilmembers, their successors shall be elected for terms as follows:

Place 4, Place 5 and Place 6 shall be elected for a term of two (2) years, beginning with a Town election held in May 2021.

Place 1, Place 2 and Place 3 shall be elected for two (2) year terms, beginning with the regular Town election held in May 2022.

The Mayor shall be elected for three (3) year terms, beginning with the regular Town election held in May 2021.

- (b) Upon the expiration of the above term of the Mayor, his or her successor shall be elected for terms of three (3) years. Upon the expiration of the above terms for Councilmembers, their successors shall be elected for terms of two (2) years. All places, including Mayor, will be elected at large by a majority vote.
- (c) The Mayor and each Councilperson, unless sooner removed under the provisions of this Charter, shall hold office until his successor is elected and qualified.

3.03. - Limitation of consecutive terms for elected officials.

- (a) A Town councilmember who has served as a councilmember, regardless of place, for three consecutive terms shall not again be eligible to become a candidate for, or to serve as a councilmember until the next general election after the fourth consecutive two (2) year term has expired.
- (b) A Mayor who has served as mayor for four consecutive terms as mayor shall not again be eligible to become a candidate for or to serve in, that office until the next general election after the fifth consecutive three (3) year term has expired. Terms served as a councilmember shall not be included in the calculation of terms under this subsection.
- (c) As used in this section, any length of service within a two-year term that exceeds 360 days is a term served, and "councilmember" means Places 1 through 6 and does not mean "mayor".

3.04 Qualifications of Candidates

Each person who becomes a candidate for mayor or councilmember shall meet the qualifications as set out in Section 141.001 of the Texas Election Code, as may be hereafter amended. Notwithstanding anything to the contrary herein, the following additional qualifications shall apply to each person who becomes a candidate for mayor or councilmember:

- (1) Have resided in the Town for at least 12 months prior to the date of the election;
- (2) Abide by the nepotism law (Chapter 573, Texas Government Code), and as provided in Section 15.01 of the Charter; and
- (3) Not be disqualified by reason of any other provision of law.

A member of the Council who ceases to possess any of the qualifications specified in the Texas Election Code or in this section for a period of sixty (60) days following notice from the Town Secretary regarding same, or who is convicted of a felony while in office, shall immediately forfeit the office and the Town Council shall proceed to fill the vacancy in accordance with Section 3.09 of this Charter.

3.05 Council to be the Judge of Qualifications

The Council shall be the judge of the election and qualifications of its own members, and of the grounds for forfeiture of their office.

3.06 Compensation of Elective Officers

Compensation of the Town councilmembers shall be \$75.00 per council meeting for which the councilmember is present, not to exceed \$150.00 per month. The compensation of the Mayor shall be \$125.00 per council meeting for which the Mayor is present, not to exceed \$250.00 per month. For council meetings during which the Mayor Pro-Tem acts as Mayor in the absence of the Mayor, that person shall receive \$125.00 per council meeting, not to exceed \$250.00 per month. In addition, the Town Council shall be entitled to reimbursement for actual expenses incurred in the performance of official duties, and other compensation or tools, including technological devices, as may be authorized by the Town Council at a regular council meeting.

3.07 Presiding Officer - Duties of the Mayor

- (a) The Mayor shall preside over the meetings of the Council, and perform such other duties consistent with the office as may be imposed upon the Mayor by this Charter and by ordinances and resolutions passed in pursuance thereof. The Mayor shall be recognized as the official head of the Town by the courts for the purpose of enforcing military law and for all ceremonial purposes. The Mayor shall vote on all matters coming before the Town Council.
- (b) The emergency powers of the Mayor shall be set forth by State law and local ordinances.
- (c) The Mayor or his or her designee shall appoint a chairperson(s) for any special or ad hoc commissions or committees established by the Town Council.

3.08 Mayor Pro Tem

At the first meeting after each general election or general election run-off, if any, or as soon thereafter as practicable, the Council shall appoint one of the Councilmembers as Mayor Pro Tem who shall hold office for one (1) year. The Mayor Pro Tem shall perform the duties of Mayor in case of the absence or disability of the Mayor.

3.09 Vacancies; Forfeiture of Office: Filling of Vacancies

(a) *Vacancies*. The office of the Mayor or a Councilmember shall become vacant upon the Mayor or Councilmember's death, resignation, removal from office (in any manner authorized by law), or forfeiture of office.

(b) *Forfeiture of Office*. The Mayor or a Councilmember shall forfeit his or her office if during a term of office, the Mayor or Councilmember:

- (1) lacks any qualification for the office prescribed by this Charter or by other law;
- (2) violates any expressed prohibition of this Charter;
- (3) is convicted of a felony, whether final for purposes of appeal or not; a crime involving moral turpitude; or violating any state laws regulating conflicts of interest of municipal officers; or
- (4) fails to attend three consecutive regular meetings of the Council without being excused by the Council.

(c) *Council to be Judge*. The Council shall, by an affirmative 3/4 vote of the entire membership, be the final judge in matters involving forfeiture of office by a Council member or the Mayor.

(d) *Filling of Vacancies*.

- (1) If there is a vacancy in the office of Mayor, a new Mayor shall be elected by special election within one hundred twenty (120) days after such vacancy occurs, in accordance with the Texas Constitution and the Texas Election Code, as amended. If the vacancy occurs with less than 12 months remaining in the term, Council, by majority vote, shall appoint a qualified person to fill the unexpired term.
- (2) If a vacancy occurs in the office of Place 1, Place 2, Place 3, Place 4, Place 5, or Place 6 and there is more than six months remaining in the term of office so vacated, then in that event the Council may call a special election to elect a person to serve the remainder of the unexpired term or

appoint a qualified person to serve until the next regular municipal election. If there is less than six months remaining, then the Council, by majority vote, shall appoint a qualified person to fill the unexpired term. If the vacated office is that of Mayor Pro-Tem the Council shall elect a new Mayor Pro-Tem at the next regular meeting.

3.10 Prohibitions

- (a) *Holding other office:* Except where authorized by law, no Mayor or Councilmember shall hold any other compensated Town office or employment by the Town during the term for which they are elected to the Council, and no former Mayor or Councilmember shall hold any compensated appointive Town office or employment until one (1) year after the expiration of the term for which they were elected to the Council.
- (b) *Appointment and Removals:* Neither the Council nor any of its members shall in any way dictate the appointment or removal of any Town administrative officer or employees whom the Town Manager or any of the Town Manager's subordinates are empowered to appoint, unless otherwise provided in this Charter. The Council may express its views and fully and freely discuss with the Town Manager anything pertaining to appointment and removal of such officers and employees.
- (c) *Interference with Administration:* Except for the purpose of inquiries and investigations by the direction of the Council, unless provided otherwise in this Charter, the Council or its members shall deal with Town officers and employees who are subject to the direction and supervision of the Town Manager solely through the Town Manager, and neither the Council nor its members shall give orders to any such officer or employee, either publicly or privately.
- (d) *Admission of Liability:* Neither the Mayor or Councilmembers shall accept or admit liability or pay any claim for damages asserted against the Town without first obtaining a written opinion from the Town Attorney regarding the Town's liability therein.

3.11 Meetings of the Town Council

The Council shall hold at least two (2) regular meetings each month at a time to be fixed by ordinance, unless the date falls on a regularly observed Town holiday, provided that the Council may establish as many additional regular meetings during the month as may be necessary for the transaction of the business of the Town and its citizens. Prescribed meeting dates may be cancelled by a vote of the Council at a regular scheduled meeting or in accordance with Town policies and procedures. All meetings of the Council shall be open in accordance with and except as provided by the Texas Open Meetings Act, and shall be held at the Town Hall, except that the Council may designate another place for the meetings.

3.12 Special Meetings

Special meetings of the Town Council shall be held at the call of the Mayor or three (3) councilmembers upon provision of public notice in accordance with state law.

3.13 Rules of the Council: Minutes and Procedures

- (a) Council shall determine its own rules of procedure and may compel the attendance of its members. Minutes of the proceedings of the Council shall be kept, to which any citizen may have access at all reasonable times and which shall constitute one of the archives of the Town.
- (b) The vote upon the passage of all ordinances and resolutions shall be taken by any method to indicate the vote of each member and entered into the minutes, and every ordinance or resolution upon its final passage, shall be authenticated by the signature of the presiding officer and the person performing the duties of the Town Secretary, and kept as required by law.
- (c) Any item requested by the Mayor, the Mayor Pro Tem, two (2) councilmembers, or the Town Manager shall be placed on the agenda by the Town Secretary. The Mayor will establish the order of the agenda for each Council meeting. The Town Secretary shall prepare the agenda, which shall be publicly posted at Town Hall in accordance with the Texas Open Meetings Act.

3.14 Quorum and Voting

Four (4) Councilmembers, including the Mayor, shall constitute a quorum to do business. No action of the Town Council, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the Council present, and qualified to act. A number less than a quorum may adjourn from time to time and compel the attendance of absent members. If the Council is reduced to less than four (4) members on account of vacancies or other disqualifications, the remaining members shall constitute a quorum for the purpose of transaction of business.

3.15 Code of Ethics and Conduct

Council shall adopt by ordinance a code of ethics and conduct that is consistent with the provisions of this Charter and state and federal law applicable to elected officers, appointed board, commission, and committee members, and employees of the Town.

CHAPTER IV - RESPONSIBILITIES OF THE TOWN COUNCIL

4.01 Powers of the Council

All powers and authority, including determination of all matters of policy, which are expressly or by implication conferred on or possessed by the Town, shall be vested in and exercised by the Council; provided, however, that the Council shall have no authority

to exercise those powers which are expressly conferred upon other Town officers by this Charter.

4.02 Appointment of Members of Boards

The members of all boards, commissions or committees created by this Charter or by the Council shall be appointed by the Council and shall be residents of the Town.

4.03 Investigative Powers of the Council

The Council shall have the power to inquire into or investigate the official conduct of any department, office, or agency of the Town and for that purpose shall have the power to administer oaths; subpoena witnesses; compel the production of books, papers, records, or other evidence material to the inquiry. The Town Council shall provide, by ordinance, penalties for contempt for failing or refusing to obey any such subpoena or to produce any such books, papers, or other evidence, and shall have the power to punish any such contempt in the manner provided by the ordinance.

4.04 Depository of Town Funds

The Council is authorized to select a depository, according to State law, for all Town funds.

4.05 Independent Audit

The Council shall provide for an independent annual audit of all Town accounts and may provide for more frequent audits as it deems necessary. Such audits shall be carried out in accordance with Section 10.16 herein.

4.06 Appointive Offices

In addition to the elected officers, the other officers of the Town shall be the Town Manager, Town Attorney, and such other officers as the Council may from time to time direct. The Council may appoint, abolish or consolidate such offices and positions as it may deem to be in the best interest of the Town and may divide the administration of such offices or positions as it may deem advisable, create new offices and positions and discontinue any office or position at its discretion except the offices of Town Manager and Town Attorney. Removal of officers appointed by the Council shall be at the discretion of the Council and shall require an affirmative 2/3 vote of the entire membership except for the Town Attorney which may be removed by an affirmative vote of a majority of the Council as provided in Section 7.01.

4.07 State of Emergency

(a) A state of emergency shall be deemed to exist during periods of impending or actual public crisis or disaster. If a meeting of the Council cannot be called within the time

available, whenever conditions threaten to render inadequate the normal procedures of the Town for protection of persons or property, a state of emergency may be declared by the vote of the Council, or by order of the Mayor, or, in the Mayor's absence or disability, the Mayor Pro Tem,

- (b) During a state of emergency, the Mayor, or, in the Mayor's absence or disability, the Mayor Pro Tem shall have all the powers that would be vested in the Council by State law to the extent he considers reasonable, or necessary for the protection of persons or property.
- (c) The emergency powers herein provided shall be exercised only to the extent made necessary by the nature of the emergency and during the continuation of the state of emergency.

4.08 Validation of all Ordinances, Rules and Regulations

All ordinances, resolutions, rules and regulations of the Town heretofore ordained, passed, adopted, or enacted, that are in force at the time this Charter becomes effective, and which are not in conflict with such Charter, shall remain in full force until altered, amended, or repealed by the Council after such Charter takes effect.

4.09 Action Requiring an Ordinance

- (a) The Council shall legislate by ordinance. In addition to other acts required by law or by specific provision of this Charter to be done by ordinance, those acts of the Council shall be by ordinance which:
 - (1) adopt, amend, or establish an administrative code;
 - (2) provide for a fine or other penalty or establish a rule or regulation for violation of which a fine or other penalty is imposed;
 - (3) levy taxes;
 - (4) adopt a budget;
 - (5) grant, renew, extend, or abolish a franchise;
 - (6) convey, lease, or authorize the conveyance or lease of any Town lands;
 - (7) regulate the rate charged for services by a public utility;
 - (8) authorize the borrowing of money that cannot be repaid within the current fiscal year;
 - (9) regulate land use development;

- (9) adopt, with or without amendment, ordinances proposed under the initiative power; and
 - (10) amend or repeal any ordinance previously adopted, except as otherwise provided in Chapter IX of this Charter with respect to repeal of ordinances reconsidered under the referendum power.
- (b) Acts other than those referred to in the preceding sentence may be done either by ordinance, resolution or minute order.

4.10 Form of Ordinances

Every proposed ordinance shall be introduced in writing and in substantially the form required for final adoption. The subject of the ordinance shall be clearly expressed in its title except ordinances or resolutions making appropriations or authorizing the contracting of indebtedness or issuance of bonds or other evidence of indebtedness. The enacting clause of every ordinance shall be: "Be it ordained by the Town Council of the Town of Northlake . . ." but the same shall be omitted when the ordinances of the Town are codified and published in a book or pamphlet form by the Town. Any ordinance which repeals or amends an existing ordinance or part of the Town code shall clearly set forth the provision or provisions being repealed or amended (which may be done by reference to code provisions) and, if amended, shall further clearly set forth the amendment being made.

4.11 Procedure for Enacting Ordinances and Resolutions; Publications

- (a) Ordinances and resolutions may be passed at any regular meeting or special meeting called for that purpose provided notice has been given in accordance with the Texas Open Meetings Act.
- (b) All ordinances and resolutions, unless otherwise provided by State law, this Charter, or the ordinance itself shall be effective on the passage or adoption by the required majority of the Council. Every ordinance, resolution or motion shall require on final passage the affirmative vote of a majority of a quorum of the Council unless more is required by State law or this Charter.
- (c) The descriptive caption or title of an ordinance that imposes a penalty, fine or forfeiture and the penalty for violating the ordinance may be published at least once in the official newspaper of the Town or in accordance with State law.
- (d) An ordinance required to be published takes effect when the publication requirement is satisfied, unless the ordinance provides otherwise, and an ordinance that is not required to be published takes effect when adopted unless the ordinance provides otherwise.

- (e) All ordinances and resolutions may be admitted and received in all courts, subject to the rules of evidence and laws of jurisdictions where proof of such ordinances and resolutions are tendered, without further proof.

4.12 Emergency Ordinances

- (a) To meet a public emergency affecting life, health, property, or the public peace, the Council may adopt one or more emergency ordinances, but such ordinances may not levy taxes; grant, renew, or extend a franchise; regulate the rate charged by any public utility for its service; or authorize the borrowing of money except as provided elsewhere in this Charter.
- (b) An emergency ordinance shall be introduced in the form and manner generally prescribed for ordinances, except that they shall be plainly designated in the title as an emergency ordinance and shall contain after the enacting clause a declaration stating that an emergency exists and describe the emergency in clear and specific terms.
- (c) An emergency ordinance may be introduced at any Council meeting and can be adopted with or without amendment or rejected at the meeting at which it is introduced. The affirmative vote of 5 members of the Council shall be required for adoption.
- (d) Emergency orders shall become effective upon adoption and shall be published as soon as thereafter practicable. Every emergency ordinance so adopted, except one authorizing the borrowing of money as described herein, is automatically repealed as of the sixty-first (61st) day following the day on which it became effective. This shall not prevent re-enactment of the ordinance in the manner specified in this section if the emergency still exists.

4.13 Codification of Ordinances

The Town Manager, as soon as practical after the adoption of this Charter shall cause to be codified and properly entered and published for public distribution or for anyone desiring same, the ordinances of the Town, which codification shall be revised and updated at least annually.

CHAPTER V - TOWN ADMINISTRATION

5.01 Appointment and Qualifications of Town Manager

- (a) The Council, by an affirmative vote of a 2/3 majority of the entire membership, shall appoint a Town Manager, who shall be the chief administrative and executive officer of the Town. The Town Manager shall be responsible to the Council for administration of all affairs of the Town, with only those exceptions that are named in this Charter.

- (b) The method of selection shall be left to the discretion of the Council so long as the method insures orderly, non-partisan action toward securing a competent and qualified person to fill the position. The Town Manager shall possess suitable executive management experience to be determined in the sole discretion of the Council.
- (c) Neither the Mayor nor any Council member shall be appointed Town Manager or acting Town Manager while holding office, or for a period of one (1) year after leaving office.
- (d) The Town Manager shall establish residency in the Town of Northlake within six months of appointment. The Town Council may permit the Town Manager longer than six months to establish residency, but in no event shall the Town Manager be excused from the requirement to establish residency in the Town.

5.02 Compensation of Town Manager

The Town Manager shall receive compensation as may be fixed by the Council, and amended from time to time, according to the person's experience, education, training, and performance.

5.03 Term and Removal of Town Manager

- (a) The Town Manager shall serve at the will and pleasure of the Council and may be removed from office with or without cause by an affirmative vote of a 2/3 majority of the entire membership of the Council.
- (b) The action of the Council in suspending or removing the Town Manager shall be final. It is the intention of this Charter to vest all authority and fix all responsibilities of such suspension or removal in the Council.
- (c) In case of the absence, disability, or suspension of the Town Manager, Council may designate a qualified administrative officer of the Town to perform the duties of the office.
- (d) The Council is authorized to enter into a contract with a Town Manager to establish additional terms of employment.

5.04 Bond of Town Manager

The Council shall require the Town Manager before entering office, to execute a good and sufficient surety company bond, in such amount as the Council may demand, payable to the Town and conditioned for the faithful performance of the duties of the Town Manager's office. The premium of such bond is to be paid by the Town.

5.05 Powers and Duties of Town Manager

The Town Manager shall be the chief administrative officer and head of the administrative branch of the Town. The Town Manager shall be responsible to the Council for the proper administration of all the affairs of the Town and to that end shall have the power and be required to:

- (1) In cooperation with the Town Attorney, see that all State laws and Town ordinances are effectively enforced.
- (2) Appoint, suspend, and/or remove all or any one of the heads of departments and all subordinate officers and employees of the Town; provided, however, that the Council by ordinance may provide for personnel procedures or policies that permit designated department heads an appeal to the Council regarding termination of employment.
- (3) Direct and supervise the administration of all departments and subdivisions thereof created by this Charter, or that may hereafter be created by the Council, except as hereinafter provided.
- (4) See that all terms and conditions imposed in favor of the Town or its inhabitants in any public utility franchise are faithfully kept and performed, and upon knowledge of any violation thereof to call the same to the attention of the Town Attorney, whose duty it shall be to take such steps as may be necessary to enforce the same.
- (5) Attend all meetings of the Council, except when excused by the Council. The Town Manager shall have the right to take part in discussion but shall not vote.
- (6) Prepare a proposed budget annually and submit it to the Council not less than sixty (60) days prior to the close of the fiscal year of each year and be responsible for its administration after its adoption.
- (7) Administer the budget of the Town.
- (8) Prepare and submit to the Council at the end of the fiscal year a complete report on the finances and administrative activities of the Town for the preceding year.
- (9) Keep the Council advised of the financial condition and future needs of the Town and make such recommendations as may seem to him advisable.
- (10) Prepare personnel rules subject to the approval of the Council.
- (11) Prepare the official agenda of all Council meetings and meetings of the boards and commissions.

- (12) Perform such other duties as may be prescribed by this Charter or by the Council.

5.06 Appointment of Town Secretary

The Town Manager shall appoint a Town Secretary subject to approval of the Council. The Town Secretary shall act as the clerk of the council, give notice of its meetings, keep the journal of its proceedings, authenticate by signature and record in full in a book kept for the purpose all ordinances and resolutions, and perform such other duties as this Charter may provide, as the Town Manager may assign, or as required by state law.

5.07 Duties of the Town Secretary

The duties and powers of the Town Secretary shall be as follows:

- (1) Give notices of all official Town Council meetings in a manner consistent with this Charter and state law.
- (2) Attend all public meetings and hearings of the Town Council.
- (3) Record the minutes of all official meetings of the Council; provided, however, only the captions of duly enacted ordinances and resolutions shall be recorded in the minutes.
- (4) Be the custodian of all municipal records of the Council.
- (5) Recommend to the Council rules and regulations to be adopted by ordinances to protect the safety and security of the municipal records.
- (6) Hold and maintain the Town Seal and affix to all instruments requiring such seal.
- (7) Inquire into or investigate the genuineness of any signature on and the factual sufficiency of any initiative, referendum or recall petition filed with the Town Secretary in accordance with the provisions of this Charter, and for that purpose the Town Secretary shall have the power to administer oaths, subpoena witnesses, compel the production of books, papers, records, and other evidence.
- (6) Perform such other duties as may be required by the Council, or required by law.

5.08 Appointment of Police Chief

The Town Manager shall appoint a Chief of Police subject to approval of the Council. The

Chief of Police shall be responsible for the operation and management of the Town's law enforcement personnel, and shall perform such other duties as this Charter may provide, as the Town Manager may assign, or as required by state law.

5.09 Administrative Departments

- (a) There shall be such administrative departments as are established by this Charter and may be established by ordinance and excepting as otherwise provided in this Charter, these administrative departments shall be under the direction of the Town Manager. Council shall have the authority to establish administrative departments or offices not herein provided by this Charter. Council may discontinue, redesignate, or combine any of the administrative departments or offices.
- (b) The head of each department shall be a chief, director, superintendent or coordinator who shall be appointed by the Town Manager, and such chief, director or superintendent or coordinator shall have supervision and control over that department. Two or more departments may be headed by the same individual, and the Town Manager may act as Town Secretary and may head one or more departments.

CHAPTER VI - MUNICIPAL COURT

6.01 Purpose of the Municipal Court

There shall be established and maintained a court, designated as a Municipal Court of the Town of Northlake for the trial of misdemeanor offenses, with all such powers and duties as are now, or may hereafter be prescribed by the laws of the State of Texas relative to Municipal Courts.

6.02 Judge of the Court

The "Judge of the Municipal Court," shall be appointed by the affirmative vote of a majority of the full membership of the Council. The Judge shall be a resident of this State, a citizen of the United States, and a competent, duly qualified attorney licensed in the State of Texas. The Council shall fix the compensation for the Judge and such compensation shall never be based on fines assessed or collected. The Judge of the Municipal Court shall be appointed to a term of two (2) years and may be appointed to additional consecutive terms upon completion of the term of office. The appointment or removal of the Judge shall be at the sole discretion of the Council, by majority vote of the full membership of Council. The Judge may request a public hearing prior to his or her removal. The Judge may receive compensation as may be determined by the Council.

6.03 Court Administration

The Court Administrator and any Deputy Clerk shall have the power to administer oaths

and affidavits, make certificates, keep minutes of the proceeding of the court, affix the seal of said court thereto, and generally do and perform any and all acts usual and necessary as performed by clerks and deputies of courts.

6.04 Absence of Judge

The Council shall be empowered to appoint one or more alternate Judge(s) who shall have the same qualifications as the Judge of the Municipal Court and who shall receive such salary as may be fixed by the Council. In case of the temporary disability or absence of the Judge of the Municipal Court, an alternate Judge shall have authority to act as Judge of said court. The Council shall by appointment fill a vacancy in the office of the Judge for the remainder of the unexpired term.

6.05 Fines

All monies received as court-imposed fines or penalties shall be paid into the general fund of the Town treasury, unless otherwise required by State law.

CHAPTER VII - TOWN ATTORNEY

7.01 Town Attorney

- (a) The Council shall appoint by the affirmative vote of a majority of the full membership of the Council, a competent, duly qualified, licensed and practicing attorney in the State of Texas, to be an attorney for the Town, hereinafter referred to as the "Town Attorney." The Town Attorney shall serve at the pleasure of the Council and shall receive such compensation as may be fixed by the Council.
- (b) The Town Attorney shall:
 - (1) Serve as the legal advisor to Council and the Town Manager;
 - (2) Represent the Town in litigation and legal proceedings as directed by the Council and Town Manager;
 - (3) Review and provide opinions as requested by Council or the Town Manager on contracts, legal instruments, and ordinances of the Town; and
 - (4) Perform other duties prescribed by this Charter, by ordinance, or as directed by the Council.
- (c) The Council may contract with an attorney or with a firm of attorneys who may designate one (1) member of said firm, with Council approval, to serve as Town Attorney.
- (d) Compensation shall be fixed by contract with approval of Council or by appointment subject to the approval of Council.

- (e) The Council shall have the right to retain special counsel at any time that it may deem necessary and appropriate.
- (f) The Town Attorney serves at the pleasure of the Council and may be removed by the affirmative vote of a majority of the full membership of Council.

7.02 Town Prosecutor

All cases in the Municipal Court shall be prosecuted by the Town Attorney, or such designated Prosecutor as the Council may authorize.

CHAPTER VIII – ELECTIONS

8.01 Town Elections

The regular Town Election shall be held annually on the May uniform election date, unless specifically prescribed otherwise by State law. The Council shall fix the hours and place(s) for holding elections.

8.02 Special Elections

The Council may, by ordinance or resolution, call special elections as are authorized by State law, this Charter, or for any other reason the Council deems necessary, fix the time and place of holding same, and provide all means for holding special elections in accordance with State law.

8.03 Publicizing Town Elections

It is the responsibility of the Council to publicize all municipal elections in accordance with the Texas Election Code, as amended. Sample ballots shall be posted outside the Town offices and shall be published on the Town's website not less than fifteen (15) days prior to the election.

8.04 Regulation of Elections

All general and special elections shall be held in accordance with the laws of the State of Texas regulating the holding of municipal elections and in accordance with this Charter and ordinances or resolutions adopted by the Council for the conduct of elections. The Council shall appoint the election judges and shall provide for the compensation of all election officials in the Town elections and for all other expenses in holding the elections.

8.05 Exception of Election Code

In the event there is a conflict between any of the provisions of this Charter and the Texas

Election Code or an omission of any elements or provisions necessary for the conduct of an election, then those provisions of the Texas Election Code then existing shall prevail.

8.06 Voter Qualification

All duly qualified electors under the laws of the State of Texas, who are residents of the Town, shall be qualified to vote in any Town election.

8.07 Filing for Office/Procedures

- (a) Each candidate for an elective office shall meet the qualifications set forth in Section 3.04 and the Texas Election Code, as amended.
- (b) Any person so qualified who desires to become a candidate for election shall file an application with the Town Secretary, in accordance with the Texas Election Code. Such an application shall be in compliance with the Texas Election Code.

8.08 Holding Other Office

- (a) No person elected to the Council shall, during the term for which the person is elected to the Council, hold or be appointed to any compensated office, position, or employment in the service of the Town. This Section shall not prohibit a Council member from serving on the board of an economic development corporation, crime control and prevention district, or other instrumentality of the Town.
- (b) If any appointive officer or employee of the Town shall become a candidate for election to hold an elective Town office the officer or employee shall, immediately upon becoming a candidate, forfeit the office held with the Town.

8.09 Official Ballots

- (a) *Candidate Names on Ballots*: The names of all candidates who have filed for office shall be printed on the official ballots without party designation. The order on the ballot of the names of the candidates for each office or position shall be determined by lot in a drawing to be held under the supervision of the Town Secretary, or as otherwise required by State law.
- (b) *Absentee Balloting*: Voting shall be permitted in accordance the Texas Election Code.
- (c) *Write-in Votes*: Write-in voting shall be permitted in accordance with the Texas Election Code.

8.10 Canvassing and Election Results

- (a) Canvassing shall be conducted in accordance with state law. Returns of every municipal election shall be delivered forthwith by the election judges to the Town

Secretary with a copy of the returns being sent to the Mayor. The Council shall canvass the returns, investigate the qualifications of the candidates and declare the official results of the election in accordance with the Texas Election Code. The results of every municipal election shall be recorded in the minutes of the Council.

- (b) *Majority Rules:* The candidate for each place on the ballot who shall have received the majority of the votes cast for such place shall be declared elected. In the event that no candidate for a designated office receives a majority of the votes cast for that place in the regular or special election, a runoff election shall be held between the candidates who received the two (2) greatest number of votes for such place. Such a runoff election shall be held in accordance with State law.

8.11 Notification of Town Officers

The Town Secretary, with the concurrence of the Council, shall promptly notify all persons elected to office. A candidate who is elected in a regular, special or run-off Town election shall, after taking the oath of office as prescribed herein, take office, and enter upon his or her duties at the next Council meeting after the date of the election.

8.12 Oath of Office

Every officer of the Town, whether elected or appointed, shall take the oaths of office prescribed by the Texas Constitution prior to assuming office.

CHAPTER IX - INITIATIVE, REFERENDUM, AND RECALL

9.01 Recall

Any elected Town official shall be subject to recall and removal from office by the qualified voters of the Town on grounds of incompetency, misconduct, or malfeasance in office.

9.02 Petitions for Recall

Before the question of recall of such officer shall be submitted to the qualified voters of the Town, a petition demanding such question to be submitted shall first be filed with the person performing the duties of Town Secretary, which said petition shall be signed by qualified voters of the Town equal in number to at least thirty percent (30%) of the number of votes cast at the municipal election of the Town in which the officer was elected or thirty percent (30%) of the number of votes cast at the last municipal regular election if the officer to be recalled was appointed to fill a vacancy in accordance with this Charter. Each signer of such recall petition shall personally sign his name thereto in ink or indelible pencil, and shall write after his name his place of residence, giving name of street and number, or place of residence, and shall also write thereon the day, the month and year his signature was affixed.

9.03 Form of Recall Petition

The recall petition mentioned above must be addressed to the Council of the Town of Northlake, must be distinctly and specifically point out the ground or grounds upon which such petition for removal is predicated, and, if there be more than one (1) ground, such as for incompetency, misconduct, or malfeasance in office, shall specifically state each ground with such certainty as to give the office sought to be removed notice of the matters and things with which they are charged. Each signer of such recall petition shall provide all requisite information as required by the Texas Election Code, as amended, and this Charter. The signature shall be verified by oath in the following form:

"State of Texas)
County of Denton)

I, _____, being first duly sworn, on oath depose and say that I am one of the signers of the above petition, and that the statements made therein are true, and that each signature appearing thereto was made in my presence on the day and date it purports to have been made, and I solemnly swear that the same is the genuine signature of the person it purports to be.

Sworn and subscribed before me this _____ day of _____, 2____.

Notary Public in and for the State of Texas."

9.04 Various Papers Constituting Petition

The petition may consist of one (1) or more copies, or subscription lists, circulated separately, and the signatures thereon may be upon the paper or papers containing the form of petition or upon other papers attached thereto. Verifications provided for in the preceding section 9.03 of this Chapter may be made by one (1) or more petitioners; and the several parts of copies of the petition may be filed separately and by different persons; but no signatures to such petition shall remain effective or be counted which were placed thereon more than thirty (30) days prior to the filing of such petition or petitions with the person performing the duties of Town Secretary on the same day, and the said Secretary shall immediately notify, in writing, the officer sought to be removed, by mailing such notice to their Town address.

9.05 Presentation of Petition to the Town Council

Within 21 days after the date of the filing of the papers constituting the recall petition, the person performing the duties of the Town Secretary shall present such petition to the Town Council.

9.06 Public Hearing to be Held

The officer whose removal is sought may, within 5 days after such recall petition has been presented to the Town Council, request that a public hearing be held to permit the officer to present the facts pertinent to the charges specified in the recall petition. In this event, the Council shall order such public hearing to be held not less than five (5) days nor more than fifteen (15) days after receiving such request for a public hearing.

9.07 Calling of Recall Election

If an officer whose removal is sought does not resign, then it shall become the duty of the Council to order an election to be held on the first uniform election date that permits the compliance with the requirements of law.

9.08 Ballots in Recall Election

Ballots used at recall elections shall conform to the following requirements:

- (1) With respect to each person whose removal is sought, the question shall be submitted:

“Shall (name of person) be removed from the office of (name of office) by recall?”

- (2) Immediately below each such question there shall be printed the following words, one above the other, in the order indicated:

“YES”

“NO”

9.09 Results of Recall Election

If the majority of the votes cast at a recall election shall be “NO,” that is against the recall of the person named on the ballot, the officer shall continue in office for the remainder of their unexpired term, subject to recall as before. If a majority of the votes cast at such election be “YES,” that is for the recall of the person named on the ballot, the officer shall, regardless of any technical defects in the recall petition, be deemed removed from office and the vacancy be filled as vacancies in the Council are filled, as provided in this Charter.

9.10 Recall, Restrictions Thereon.

No recall petition shall be filed against any officer of the Town within 3 months after the officer’s election, nor within 3 months after an election for such officer’s recall. Nothing herein shall prevent impeachment of an officer of the Town nor removal for other causes as provided herein.

9.11 General Power of Initiative and Referendum

The registered voters of the Town, in addition to the method of legislation herein before provided, shall have the power of direct legislation by initiative and referendum.

- (1) *Initiative*: The qualified voters of the Town shall have power to propose ordinances to the Council, and, if the Council fails to adopt an ordinance so proposed without any change in substance, to adopt or reject it at a Town election, provided that such power shall not extend to the budget or capital program or any ordinance relating to zoning, appropriation of money, levy of taxes, issuance of bonds and notes, borrowing of money, salaries or duties of Town officers or employees, or matters related to administration of municipal employees, annexation, or municipal boundary adjustments, or in any instance where a court of proper jurisdiction determines that the initiated ordinance has been removed from the field of initiative. Such initiative power may be used to enact a new ordinance, or to repeal or to amend sections of any existing ordinances.
- (2) *Referendum*: The qualified voters of the Town shall have power to require reconsideration by the Council of any adopted ordinance, and if the Council fails to repeal an ordinance so reconsidered, to approve or reject it at a Town election provided that such power shall not extend to the budget or capital program or any ordinance relating to zoning, appropriation of money, levy of taxes, issuance of bonds and notes, borrowing of money, salaries or duties of Town officers or employees, or matters related to administration of municipal employees, annexation, or municipal boundary adjustments, or in any instance where a court of proper jurisdiction determines that the referred ordinance has been removed from the field of referendum.

9.12 Commencement of Proceedings for Initiative and Referendum; Petitioners' Committee; Affidavit

- (a) Any ten (10) qualified voters may commence initiative or referendum proceedings by filing with the Town Secretary an affidavit stating they will constitute the Petitioners' Committee and be responsible for circulating the petition and filing it in proper form, stating their names and addresses and specifying the address to which all notices to the committee are to be sent, and setting out in full the proposed initiative ordinance or citing the ordinance sought to be reconsidered. The Petitioners' Committee shall designate one contact person for communications with the Town and to receive all notices.
- (b) Promptly after the affidavit of the Petitioners' Committee is filed the Town Secretary shall verify that the applicants are qualified voters, and if they are, shall issue the appropriate petition blanks to the Petitioners' Committee.

9.13 Petitions for Initiative and Referendum

- (a) *Number of Signatures*: Initiative and referendum petitions must be signed by qualified voters of the Town equal in number to at least five (5) percent, or 250, whichever is

greater, of the total number of current qualified voters registered to vote on the date the affidavit of the Petitioners' Committee is filed with the Town Secretary.

- (b) *Form and Content*: All papers of a petition shall be uniform in size and style and shall be assembled as one instrument for filing. The form and content of a petition shall meet the requirements set forth in the Election Code. Petitions shall contain or have attached thereto throughout their circulation the full text of the ordinance proposed or sought to be reconsidered.
- (c) *Time for Filing Petitions*: Initiative and Referendum petitions must be filed within sixty (60) days after issuance of the appropriate petition blanks to the Petitioners' Committee. All petitions shall be filed with the Town Secretary.

9.14 Procedure After Filing Petition for Initiative or Referendum

- (a) *Review by Town Secretary*. Upon the filing of a petition, the Town Secretary shall review the petition to determine the existence of the requisite number of signatures of qualified voters and whether the form of the petition complies with the provisions of this Charter. The Town Secretary shall also review the petition to determine the genuineness of the signatures. The Council may provide by ordinance the punishment and penalties for contempt for failure or refusal to obey any subpoena, or request for production of evidence issued by the Town Secretary or Town Attorney.
- (b) *Certificate of Town Secretary*. Within ten (10) days after the petition is filed, the Town Secretary shall complete a certificate as to its sufficiency, specifying, if it is insufficient, the particulars wherein it is defective and shall promptly send a copy of the certificate to the Petitioners' Committee by registered mail.
- (c) *Amendment by Petitioner*. A petition certified insufficient for lack of the required number of valid signatures or due to inadequate form or content may be amended once if the Petitioners' Committee files a notice of intention to amend it with the Town Secretary within five (5) days after receiving the copy of this certificate and files a supplementary petition with additional papers within ten (10) days after receiving the copy of such certificate. Such supplementary petition shall comply with the requirements of subsection (b) of 9.13 and within five (5) days after it is filed the Town Secretary shall complete a certificate as to the sufficiency of the petition as amended and promptly send a copy of such certificate to the Petitioners' Committee by registered mail as in the case of an original petition.
- (d) *Submission to Town Council*. If a petition or amended petition is certified sufficient, or if a petition or amended petition is certified insufficient and the Petitioners' Committee does not elect to amend as provided in subsection (c) of this 9.14 within the time required, the Town Secretary shall promptly present this certificate to the Council and the certificate shall then be a final determination as to the sufficiency of the petition.

9.15 Action on Initiative or Referendum Petitions

- (a) *Action by Council*: When an initiative or referendum petition has been finally determined sufficient, the Council shall promptly consider the proposed initiative ordinance in the manner prescribed for enacting ordinances or reconsider the referred ordinance by voting its repeal. If the Council fails to adopt a proposed initiative ordinance without any change in substance within sixty (60) days or fails to repeal the referred ordinance within thirty (30) days after the date the petition was finally determined sufficient, it shall submit the proposed or referred ordinance to the voters of the Town.
- (b) *Submission to Voters*: The vote of the Town on a proposed or referred ordinance shall be held on the next election date authorized by the Texas Election Code that allows sufficient time for compliance with the requirements of the Texas Election Code regarding deadlines to call elections. Copies of the proposed or referred ordinance shall be made available at the polls and shall be published in accordance with applicable State law and on the Town's website no later than fifteen (15) days before the date of the election.
- (c) *Withdrawal Signatures*: No signature shall be withdrawn from any petition after such petition has been filed with the Town Secretary.

9.16 Results of Election for Initiative and/or Referendum

- (a) *Initiative*: If a majority of the qualified electors voting on a proposed initiative ordinance vote in its favor, it shall be considered adopted upon certification of the election results and shall be treated in all respects in the same manner as ordinances of the same kind adopted by the Council. If conflicting ordinances are approved at the same election, the one receiving the greatest number of affirmative votes shall prevail to the extent of such conflict.
- (b) *Referendum*: If a majority of the qualified electors voting on a referred ordinance vote in favor of repealing it, it shall be considered repealed upon certification of the election results.

9.17 Form of Ballots

The ballots used when voting upon such proposed and referred ordinance, resolutions, or measures, shall set forth their nature sufficiently to identify them and shall also set forth upon separate lines the words:

“For the Ordinance” or

“Against the Ordinance” or

“For the Resolution” or

“Against the Resolution”

9.18 Limitation on Initiative and Referendum

The same initiative or referendum petition shall be prohibited to be filed within one (1) year of the Town Secretary's certification of the previous petition.

CHAPTER X – MUNICIPAL FINANCE

10.01 Fiscal Year

The fiscal year of the Town shall begin on the first day of October and end on the last day of September. Such fiscal year shall also constitute the budget and accounting year.

10.02 Submission of Budget

The Town Manager shall, not less than sixty (60) days prior to the close of the fiscal year, prepare and submit to the Council a proposed budget for the ensuing fiscal year and an accompanying message.

10.03 Budget

- (a) *Budget Message*: A budget message explaining the budget both in fiscal terms and in terms of the work programs shall be submitted with the budget. It shall outline the proposed financial policies of the Town for the ensuing fiscal year and the impact of those policies on future years. It shall describe the important features of the budget, indicate any major changes from the current year in financial policies, expenditures, and revenues together with the reasons for such changes, summarize the Town's debt position, including factors affecting the ability to raise resources through debt issues; and include such other material as the Town Manager deems desirable.
- (b) *Operating Budget*. The operating budget shall provide a complete financial plan of all Town Funds and activities and, except as required by law or this Charter, shall be in such form as the Town Manager deems desirable or the Council may require. The budget message shall explain the budget in fiscal terms and in terms of work programs for the ensuing fiscal year. It shall outline the proposed financial policies of the Town, and shall include such other materials, as the Town Manager deems necessary. The authorized expenditures outlined in the operating budget may not exceed an amount greater than the total of estimated income plus funds available to the Town from any source.
- (c) The budget shall contain information as may be required by State law, the Council or as deemed appropriate by the Town Manager.

10.04 Public Notice and Hearing

The Council shall cause notice to be published as required by State law prior to any required public hearing on the budget. The notice must state the time and place where copies of the message and budget are available for inspection by the public, and the time and place of any public hearing on the budget.

10.05 Amendment before Adoption

The Council may adopt the budget with or without amendment at a regular or special meeting. In amending the budget, it may add or increase any programs or amounts and may delete or decrease any programs or amounts, except expenditures required by law or for debt service or for estimated cash deficit, provided that no amendment to the budget shall increase the authorized expenditures to an amount greater than the total of estimated income plus funds available from prior years.

10.06 Adoption

The Council, by majority vote of the entire membership, shall adopt the budget. Adoption of the budget shall constitute appropriations of the amount specified therein as expenditures from the fund indicated, and shall constitute a levy of the property tax therein proposed.

10.07 Defect Shall Not Invalidate Tax Levy

Errors or defects in the form or preparation of the budget or the failure to perform any procedural requirements shall not nullify the tax levy or the tax rate.

10.08 Lapse of Appropriations

Every appropriation, except an appropriation for a capital expenditure, shall lapse at the close of the fiscal year to the extent that it has not been expended or encumbered. An appropriation for a capital expenditure shall continue in force until the purpose for which it was made has been accomplished or abandoned. The purpose of any such appropriation shall be deemed abandoned if three (3) years pass without any disbursement from or encumbrance of the appropriation. Any funds not expended, disbursed or encumbered shall be deemed excess funds.

10.09 Failure to Adopt a Budget

If the Council fails to adopt the budget in accordance with State law, the amounts appropriated for the prior fiscal year just completed shall be deemed adopted for the ensuing fiscal year on a month-to-month basis with all items in it pro-rated accordingly until such time as the Council adopts a budget for the ensuing fiscal year.

10.10 Public Records

Copies of the approved budget shall be filed with the Town Secretary and shall be public record available to the public for inspection upon request.

10.11 Specified Reserve Fund

Specified reserve funds may be created for specific purposes, and may be used only for such purposes.

10.12 Transfers

- (a) During the fiscal year, the Council shall have the power to transfer funds allocated by the budget to one activity, function, or department to another activity, function, or department, and to re-estimate revenues and expenditures.
- (b) During the fiscal year, the Town Manager may transfer funds between programs or general classifications of expenditures within an office, department, agency, or organizational unit.

10.13 Amendment after Adoption

Under conditions which may arise and which could not reasonably have been foreseen in the normal process of planning the budget, the Council may, by the affirmative vote of a majority of the full membership of the Council, amend or change the budget to provide for any additional expense in which the general welfare of the citizenry is involved. These amendments shall be by ordinance, and shall become an attachment to the original budget. The amendments may be made effective immediately upon adoption of the ordinance.

10.14 Borrowing

- (a) *Authority to Incur Indebtedness:* The Council shall have the power to incur, create, refund and refinance indebtedness and borrow money for public purposes; to issue special or general obligation bonds, certificates of obligation, industrial bonds, revenue bonds, funding and refunding bonds, time warrants and any other evidences of indebtedness permitted by law, and to secure and pay the same in the manner and in accordance with the procedures provided and required by State law.
- (b) *Bonds Incontestable:* All bonds of the Town having been issued and sold and having been delivered to the purchaser thereof, shall thereafter be incontestable and all bonds issued to refund in exchange for outstanding bonds previously issued shall and after said exchange, be incontestable.
- (c) *Borrowing in Anticipation of Property Tax:* In any budget year, the Council may, by resolution, authorize the borrowing of money in anticipation of the collection of the

property tax for the same year whether levied or to be levied. Notes may be issued for periods not exceeding one (1) year and must be retired by the end of the budget year in which issued.

- (d) *Use of Bond Funds:* Any and all bond funds approved by a vote of the citizens of Northlake will be expended only for the purposes stated in the bond issue.

10.15 Purchasing

The Council may confer upon the Town Manager general authority to contract for expenditures without further approval of the Council for all budgeted items not exceeding limits set by Council or State law. All contracts for expenditures involving more than the set limits must be approved by Council. All contracts or purchases involving more than the set limits, shall be let as provided by law or ordinance; provided that the Council, or Town Manager in such cases as he is authorized to contract for the Town, shall have the right to reject any and all bids.

Emergency contracts as authorized by law may be negotiated by the Council, or Town Manager if given authority by the Council, without competitive bidding. Such emergency shall be declared by the Town Manager and approved by Council or may be declared by the Council.

10.16 Administration of the Budget

- (a) *Payments and obligations prohibited:* No payment shall be made or obligation incurred except those specifically allowed for in the budget. Any authorization of payment or incurring of any such obligation in violation of the provisions of this Charter will be void and any payment so made will be illegal. Such action may be the cause, at the discretion of the Town Manager, or the Council in reference to the Town Manager, for the removal of any officer who knowingly authorized or made such payment or incurred such obligation. However, this prohibition shall not be construed to prevent the making or authorizing of payment, or the making of contracts for, payments beyond the end of the fiscal year, provided that such action is made or approved by an ordinance.
- (b) *Financial reports:* The Town Manager shall submit to Council a report of the financial condition of the Town budget items for the fiscal year to date. The report shall be submitted periodically, as directed by Council, but in no event less than quarterly.
- (c) *Independent Audit:* At the close of each fiscal year, and at such times as it may be deemed necessary, the Council shall cause an independent audit to be made of all accounts of the Town by a Certified Public Accountant. The Certified Public Accountant shall be chosen by the Council and shall have no personal interest, directly or indirectly, in the financial affairs of the Town or any of its officers. Upon completion of the audit, the results thereof in a summary form shall be presented to the Council. A copy of the Audit shall be made available to the public for inspection

upon request.

Chapter XI - Franchises and Public Utilities

11.01 Inalienability of Control of Public Property

The sole right of control, easement, use, ownership of and title to the public streets, sidewalks, highways, bridges, alleys, public places, and other real property of the Town is hereby declared to be inalienable, except by ordinance adopted by a majority of the Town Council.

11.02 Powers of the Town

The Town shall have the power to buy, sell, construct, lease, maintain, operate, and regulate public services and utilities within and without the Town limits, and to manufacture, distribute, and sell such utility services, including but not limited to water, gas, electric, telephone, cable, waste management, recycling, and transportation services. The Town shall have such regulatory powers as may now or hereafter be granted under the Constitution and laws of the State of Texas.

11.03 Power to Grant Franchise

The Council shall have the power by ordinance, to grant, amend, renew, and extend all franchises for all utilities of every character operating within the Town and, to amend the same, provided, however, that no franchise shall be granted for an indeterminate term, and that no franchise shall be granted for a term of more than twenty (20) years from the date of the grant, renewal or extension. Council action on all ordinances granting, renewing, extending or amending a utility franchise shall comply with the applicable provisions set forth in this Charter.

11.04 Exclusiveness of Franchises

No grant or franchise to construct, maintain, or operate a public utility and no renewal or extension of such grant shall be exclusive.

11.05 Transfer of Franchise

No utility franchise shall be transferable except with the approval of the Council expressed by ordinance. The term "transferable" as used herein, shall not be construed in such a manner as to prevent the franchise holder from pledging said franchise as security for a valid debt or mortgage.

11.06 Franchise Value Not to be Allowed

Franchises granted by the Town are of no value in fixing reasonable rates and charges

for utility service within the Town and in determining the just compensation to be paid by the Town for public utility property that the Town may acquire by condemnation or otherwise.

11.07 Right of Regulation

All grants, renewals, extensions, or amendments of utility franchises shall be subject to the following rights of the Town, whether or not specifically stated in the franchise ordinance:

- (1) To repeal the franchise by ordinance at any time for failure to begin construction or operation within the time prescribed or otherwise to comply with the terms of the franchise.
- (2) To require an adequate extension of plant and service as is necessary to provide adequate service to the public, and maintenance of the plant and fixtures at the highest reasonable standard of efficiency.
- (3) To require at any time compensation and rental as may be permitted by the laws of the State of Texas for use of public streets, sidewalks, highways, alleys and public places.
- (4) To require reasonable standards of service and quality of product and prevent rate discrimination.
- (5) To examine and audit the accounts and other records of any such utility and to require annual and other reports on local operations of the public service or utility as may be allowed by law.
- (6) To require the franchisee to restore at the franchisee's expense, all public or private property to a condition equally as good as or better than before disturbed by construction, repair or removal.
- (7) To require every franchisee to furnish within a reasonable time to the Town, without cost to the Town, a general map, with updates outlining the location, character, size, length, and terminals of all facilities of such franchisee in, over, and underground of property in the Town and to provide detailed information regarding the same upon request of the Town.
- (8) To impose other reasonable regulations, requirements, and conditions as may be deemed necessary to promote the health, safety, welfare, or accommodation of the public and to insure safe, efficient and continuous service to the public.
- (9) To require the franchisee to give notice to any subscriber to its services prior to permanent or temporary discontinuance of such service by the

franchisee, except in cases of emergency, and to require that no officer, agent, servant or employee of the franchisee nor any vehicles under their control shall make use of, go upon or cross any private property without first obtaining the permission of the owner or occupant, except in cases of emergency, and to provide a penalty for the violation of such requirements.

- (10) To require every franchisee to indemnify and hold harmless the Town against any liability, claims or damages (including attorney's fees and expenses) for injury to persons, including death, or damages to any property, arising out of any intentional or negligent act or omission of the franchisee, or any of its officers, agents, or employees, in connection with the franchisee's construction, maintenance and operation of the franchisee's facilities in the Town.

11.08 Regulation of Rates

- (a) The Council shall have full power after due notice and public hearing to regulate by ordinance the rates, charges and fares of all public utility franchise holders operating in the Town as authorized by state and federal law.
- (b) The Council, upon receiving a request from a public service desiring a change in rates, charges, or fares, shall call a meeting for consideration of such change.
- (c) A holder of a franchise to provide a public service or utility in the Town must show the necessity for such change by establishing by clear, competent, and convincing evidence:
 - (1) Cost of its investment for service in the Town;
 - (2) Amount and character of expenses and revenues connected with rendering the service; and
 - (3) Any additional evidence required by Council.
- (d) The Council may, if not satisfied with the sufficiency of the evidence furnished by the public service, select and employ rate consultants and auditors to investigate any requests or changes in rates, charges, or fares. The public service shall reimburse the Town for the Town's reasonable and necessary expenses incurred.

11.09 Municipal Owned Utilities

The Council shall have the right to:

- (1) Set rates of town-owned public services; and
- (2) Require any town-owned public services to keep accounts of financial

operations.

11.10 Franchise Records

The Town shall compile and maintain a public record of utility franchises.

11.11 Extensions

All extensions of service of utilities within the Town limits shall become a part of the aggregate property of the utility, shall operate as such, and shall be subject to all the obligations and reserved rights contained in this Charter and in any original grant hereafter made. The right to use and maintain any extension shall terminate with the original grant and shall be terminable as provided in this Chapter. In the case of extension of a utility operated under a franchise hereafter granted, such right shall be terminable at the same time and under the same conditions as the original grant.

11.12 Franchises Granted Before Ratification of this Charter

All franchises granted before ratification of the Charter are recognized as contracts between the Town and the grantee, shall continue in full force and effect, and the contractual rights contained in any such franchise shall not be impaired by the provisions of the Charter.

CHAPTER XII – TAXATION

12.01 Power to Tax

The Council shall have the power to levy, assess and collect taxes on property within the territory of the Town for any municipal purpose.

12.02 Tax Rate

The tax rate shall be calculated, publicized and adopted in accordance with State law.

12.03 Taxes – When Due and Payable

- (a) All taxes due to the Town of Northlake shall be payable at the office of the Town Tax Collector, or at such location or locations as may be designate by the Town Council, and may be paid at any time after the tax rolls for the year have been completed and approved. Taxes for each year shall be paid on or before January 31st and all such taxes not paid on or prior to such date shall be deemed delinquent and shall be subject to such penalty and interest as prescribed by State statute. The Council may provide further by ordinance that all taxes, either current or delinquent, due the Town of Northlake, may be paid by installments.

- (b) Failure to levy and assess taxes through omission in preparation of the appraisal rolls shall not relieve the person, firm, or corporation so omitted from obligation to pay such current or past due taxes as shown to be payable by recheck of the rolls and receipts for the years in question.

12.04 Tax Liens

- (a) The tax levied by the Town is hereby declared to be a lien, charge, or encumbrance upon the property as of January 1st of each year (or on a date otherwise established by State law), upon which the tax is due, which lien, charge, or encumbrance the Town is entitled to enforce and foreclose in any court having jurisdiction over the same, and the lien, charge, or encumbrance on the property is such as to give the State courts jurisdiction to enforce and foreclose said lien on the property on which the tax is due, not only as against any resident of this State or person whose residence is unknown, but also as against the unknown heirs of any person who owns the property upon which the tax is due and also as against non-residents. All taxes upon real estate shall be a lien and a charge upon the property upon which the taxes are due, and such lien may be foreclosed in any court having jurisdiction. Such lien shall be, prior to all other claims, and no gift, sale, assignment or transfer of any kind, or judicial writ of any kind, can ever defeat such lien.
- (b) In addition to the lien herein provided, the owner of real and personal property subject to taxation by the Town shall be personally liable for the taxes due thereon for such year. The Town shall have the power to sue for and recover personal judgment for taxes without foreclosure, or to foreclose its lien or liens, or to recover both personal judgment and foreclosure. In any such suit where it appears that the description of any property in the Town Assessment Rolls is insufficient to identify such property, the Town shall have the right to plead a good description of the property intended to be assessed, to prove the same, and to have its judgment foreclosing the tax lien and/or personal judgment against the owner for such taxes.

12.05 Other Rules and Regulations

Except as otherwise provided by law or this Charter, the Council shall have the power to provide by ordinance such rules, regulations and mode of procedure to enforce and facilitate the collection by and payment to the Tax Assessor and Collector of all taxes due the Town as it may deem expedient, and may provide such penalty and interest as prescribed by State law for the failure to pay such taxes.

CHAPTER XIII – BOARDS AND COMMISSIONS

13.01 Authority, composition and procedures

- (a) The Council shall create, establish, or appoint, as may be required by the laws of the State of Texas or this Charter, or deemed desirable by Council, such boards,

commissions, and committees as it deems necessary to carry out the functions and obligations of the Town. Council shall, by ordinance or resolution, prescribe the purpose, composition, function, duties, accountability, and tenure of each board, commission, and committee where such are not prescribed by law or this Charter.

- (b) Individuals who are registered voters of the Town may be appointed by the Council to serve on one (1) or more boards, commissions or committees. Such appointees shall serve at the pleasure of the Council and may be removed at the discretion of the Council, except for the members of the Board of Adjustment, who may be removed only for cause.

CHAPTER XIV – PLANNING AND ZONING COMMISSION AND BOARD OF ADJUSTMENT

14.01 Establishment of the Planning and Zoning Commission

- (a) There is hereby established a Planning & Zoning Commission which shall consist of at least seven (7) members who shall be appointed by the Town Council. The Commission members shall be registered Town voters. Members of the Commission may be removed, with or without cause, by an affirmative vote of a majority of the full membership of the Council.
- (b) A majority of the full membership of the Commission members shall constitute a quorum for the purpose of transaction of business. No action or recommendation of the Commission, except as specifically provided in this Charter, shall be valid or binding unless adopted by the affirmative vote of a majority of the Commission members present. The Chairman shall be a voting member of the Commission. If the Vice-Chairman presides over the meeting in the Chairman's absence, the Vice-Chairman shall vote.
- (c) The Council shall, by ordinance, adopt procedures and rules related to operation of the Commission.

14.02 Duties and Powers of the Planning and Zoning Commission

- (a) The Commission shall be responsible to and act as an advisory board to the Council. The Commission shall:
 - (1) Review all current and proposed ordinances and amendments pertaining to planning and zoning and make recommendations to the Council for action to be taken;
 - (2) Make proposals to the Council to amend, extend and add to the Comprehensive Plan for the physical development of the Town;
 - (3) Keep public records of its resolutions, findings and determinations; and

- (4) Review plats and zoning requests and make recommendations to the Council for their final approval of same.

(b) The Commission, shall have full power to:

- (1) Exercise the authority of the Commission as provided by state law, this Charter and Town ordinances;
- (2) Make reports and recommendations relating to the Comprehensive Plan and development of the Town; and
- (3) Approve plats, site plans, and landscape plans if it has been given that authority by the Town Council.

14.03 Board of Adjustment

- (a) The Council shall create and establish a Board of Adjustment. The Council shall, by ordinance, provide standards and procedures for such Board to hear and determine appeals of administrative decisions, petition for variances in the case of peculiar and unusual circumstances which would create a hardship, and prevent the reasonable use of land, and such other matters as may be required by the Council or by state law. Appointment and removal of members of the Board of Adjustment shall be in accordance with the provisions of this Charter and state law.
- (b) The Board shall consist of at least five (5) members who shall be appointed by the Council.
- (c) Each case before the Board of Adjustment shall be heard by not less than seventy-five percent (75%) of the members. The concurring vote of seventy-five percent (75%) of the members shall be required to reverse an order, requirement, decision or determination of an administrative official; decide in favor of an applicant on a matter on which the Board is required to pass under a zoning ordinance; or authorize a variation from the terms of the zoning ordinance.

CHAPTER XV – NEPOTISM, PROHIBITIONS, AND PENALTIES

15.01 Nepotism

No person related within the second degree by affinity or within the third degree by consanguinity to any elected officer of the Town or to the Town manager shall be appointed to any office, position, or clerkship or other service of the Town. This prohibition shall not apply to the following:

- (1) any person who shall have been continuously employed by the Town for a period of six (6) months prior to the election of the Councilmember or

appointment of the Town Manager so related to him; or

(2) to any person who serves in an unpaid capacity with the Town.

15.02 Personal Financial Interest

No officer, whether elected or appointed, or any employee, whether full or part-time, of the Town shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the Town; or have a substantial financial interest, direct or indirect, in the sale to the Town of any land, materials, supplies or services, except on behalf of the Town as an officer or employee, except as allowed by state law.

15.03 Penalties

Any person who willfully engages in and is found in violation of any of the activities prohibited in this Chapter shall be ineligible for appointment or election to a position in the Town for a period of five (5) years from that time. If the person is an officer or employee of the Town at the time of the violation, they shall immediately forfeit their office or position, if found in violation. Any violation of Section 15.02 with the knowledge, express or implied, of the person or the corporation contracting with the governing body of the Town shall render the contract involved voidable by the Town Manager or the Council.

CHAPTER XVI - GENERAL AND TRANSITIONAL PROVISIONS

16.01 Effect of Charter on Existing Law

All ordinances, resolutions, rules and regulations in force in the Town on the effective date of this Charter, and not in conflict with this Charter, shall remain in force until altered, amended or repealed. All taxes, assessments, liens, encumbrances and demands, of or against the Town, fixed or established before such date, or for the fixing or establishing of which proceedings have begun at such date, shall be valid when properly fixed or established either under the law in force at the time of beginning of such proceedings or under the law after the adoption of this Charter.

16.02 Continuation of Present Offices

All persons holding administrative office at the time this Charter takes effect shall continue in office and in the performance of their duties until provision shall have been made in accordance therewith for the performance of such duties or the discontinuance of such office. Upon the effective date of this Charter the Council shall attempt to negotiate an agreement with the currently serving Town Administrator to serve as Town Manager. The powers conferred and the duties imposed upon any office, department or agency of the Town by the laws of the State shall, if such office, department or agency be abolished by this Charter or under its authority, be thereafter exercised and discharged by the office,

department or agency designated by the Council unless otherwise provided herein.

16.03 Public Meetings

All meetings of the Council shall be governed by the provisions of the Open Meetings Act, and any amendments thereto. This section shall not be construed to require any action or measure beyond that required by State law.

16.04 Public Records

Access to the records of every office, department, or agency of the Town shall be subject to public inspection as provided by the Public Information Act, and any amendments thereto. This section shall not be construed to require any action or measure beyond that required by State law.

16.05 Publication

The Council may designate by resolution one or more newspapers of general circulation in the Town as the official newspaper of the Town, and shall cause to be published therein all ordinances, notices and other matters which are required to be so published by the Constitution or laws of the State of Texas. All notices required to be published by this Charter, the ordinances of the Town, or the Constitution or laws of the State of Texas shall be posted on the Town's website.

16.06 Notice of Injury or Damage

Before the Town shall be liable for any claim for damages for the death or personal injuries of any person or for damages to property, the complainant or his authorized representative shall notify the Town Secretary. The notification shall be in writing and shall state specifically how, when and where the death, injury or damage occurred; the amount of loss claimed; and the identity of any witnesses upon whom it is relied to establish the claim. The person giving notice under this section shall give the addresses of every place that he has resided during the six (6) month period prior to the damage or injury and subscribe his name to the notice under oath that the statements and facts contained in said notice are true and correct. The notification shall be filed within ninety (90) days of the date of injury or damage or in the case of death, within ninety (90) days of the date of death.

16.07 Bond or Security Not Required

It shall not be necessary in any action, suit or proceeding in which the Town is a party, for any bond, including supersedeas bond, undertaking or security to be demanded or executed by or on behalf of said Town in any of the State courts, but in all such actions, suits, appeals or proceedings same shall be conducted in the same manner as if such bond, undertaking or security had been given as required by law.

16.08 Power to Settle Claims

The Council shall have the power to compromise and settle any and all claims and lawsuits of every kind and character, in favor of, or against, the Town, including suits by the Town to recover delinquent taxes.

16.09 Service of Process against the Town

All legal process against the Town shall be served upon either the Town Secretary or the Town Manager.

16.10 No Waiver of Immunity

Nothing in this Charter is intended to waive the Town's governmental immunity from suit and/or liability.

16.11 Judicial Notice

This Charter shall be deemed a public act and shall have the force and effect of a general law; may be read in evidence without pleading or proof, and judicial notice shall be taken thereof in all courts and places without further proof.

16.12 Continuance of Contracts

All contracts entered into by the Town or for its benefit prior to the taking effect of this Charter shall continue in full force and effect. Public improvements for which legislative steps have been taken under laws or ordinances existing at the time this Charter takes effect may be carried to completion in accordance with the provisions of such existing laws or ordinances. All suits, taxes, penalties, forfeitures and all other rights, claims, and demands, which have accrued under the laws, heretofore in force governing the Town shall belong to and be vested in and shall be prosecuted by and for the use and benefit of the Town, and shall not in any way be diminished, affected or prejudiced by the adoption and taking effect of this Charter.

16.13 Continuance of Present Governing Body

All members of the Council, including the Mayor, holding office at the time of passage of this Charter shall continue to hold their respective place and office until their respective term of office for which they were elected expires, in accordance with Chapter 2 of this Charter.

16.14 Indemnification of Officers

The Council shall by appropriate ordinance, provide for the indemnification and defense of the officers and employees of the Town, including members of the Council, or any board, commission, or committee, including volunteers, against any loss, cost, or

expense, including court costs and attorneys' fees, to the extent allowed by law, arising out of any claim, suit, or judgment, or settlement thereof, resulting from any alleged negligent act or omission of such officer, employee, member, or volunteer during the discharge of his duties and within the scope of his office, employment, membership, or assigned voluntary position with the Town, or in any other case where the Town is directed or authorized by law to do so, provided however, that such indemnification will not be provided for any act arising out of the intentional or knowing violation of any penal statute or ordinance arising out of any conduct determined by final judgment to be an act of fraud or to have been taken with the intent to deceive or defraud, or for any personal or private business of such officer, employee, member or volunteer, or for the gross negligence or official misconduct, or willful or wrongful act or omission of such officer, employee, member or volunteer.

16.15 Property Not Subject to Execution

No property owned or held by the Town shall be subject to any execution of any kind or nature.

16.16 Garnishment

No funds of the Town shall be subject to garnishment and the Town shall never be required to answer in any garnishment proceedings.

16.17 Persons Serving on Boards

Persons serving on any board at the time of the adoption of this Charter shall continue to serve on the board to which they were appointed until their terms shall have expired or until their successors shall have qualified.

16.18 Assignment of Wages

The Town shall never be liable to the assignee of any wages of any officer, agent or employee of said Town, whether earned or unearned, upon any claim or account whatsoever, and as to the Town such assignment shall be absolutely void.

16.19 When General Law Applicable

The general laws of the State of Texas and ordinances of the Council shall furnish the authority for the power and exercise thereof and control all matters to the extent not specifically and completely covered by this Charter.

16.20 Severability Clause

If any section or part of section of this Charter shall be held invalid by a court of competent jurisdiction, such holding shall not affect the remainder of this Charter nor the context in which such section or part of section so held invalid may appear except to the extent that

an entire section or part of section may be inseparably connected in meaning and effect with the section or part to which such holding shall directly apply.

16.21 Meaning of Words

The provisions of this Charter shall be liberally construed for the purpose of effecting the objects and ends thereof. Unless some other meaning is manifest the word "TOWN" shall be construed to mean the "TOWN OF NORTHLAKE", the words in the present tense include future tense, except when a more restricted meaning is manifest, and singular may mean plural. Throughout this Charter, words used in expressing masculine gender shall be construed to include the feminine. The word "TOWN SECRETARY" refers to the person performing the duties of Town Secretary. The word "COUNCIL" shall be construed to mean the "TOWN COUNCIL OF THE TOWN OF NORTHLAKE." All references to State law or the laws of the State of Texas, however expressed in this Charter, shall mean "as presently enacted or hereafter amended."

16.22 Amendment of Charter

Amendments to this Charter may be framed and submitted to the voters of the Town in the manner provided by State law, as now or hereafter enacted or amended.

16.23 Charter Review Commission

The Council may appoint a Charter Review Commission, composed of no less than nine (9) and no more than fifteen (15) registered voters of the Town. The Charter Review Commission shall be composed of an odd number of members and up to three (3) members of the Commission may be members of the Council. In appointing the Charter Review Commission, the Council shall use discretion to ensure an equitable representation of all areas of the Town is achieved on the Commission by appointing members who reflect broad geographical coverage of the Town's then existing neighborhoods.

16.24 Submission of Charter to Voters

The Charter Commission in preparing this Charter concludes that it is impracticable to segregate each subject so as to permit a vote of "yes" or "no" on the same, for the reason that the Charter is so constructed that in order to enable it to work and function, it is necessary that it should be adopted in its entirety. For these reasons, the Charter Commission directs that the said Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the Town at an election to be held for that purpose on Saturday, May 1, 2021. Not less than thirty days prior to such election, the Council shall cause the Town Secretary to mail a copy of this Charter to each qualified voter of the Town as appears from the latest certified list of registered voters. If a majority of the qualified voters voting in such election shall vote in favor of the adoption of this Charter, it shall immediately become the governing law of the Town, until amended or repealed.

We, the undersigned members of the Town of Northlake Charter Commission heretofore duly selected to prepare a Charter for the Town of Northlake, Texas, do hereby certify that this publication constitutes a true copy of the proposed Charter for the Town of Northlake, Texas, as adopted by the members thereof.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC.: NORTHLAKE EMPLOYEE HANDBOOK

SUBJECT: TOWN OF NORTHLAKE COVID-19 LEAVE POLICY



GOALS/OBJECTIVES:

- Effectively Manage Public Resources; Ensure disciplined financial management (Council Goal)

BACKGROUND INFORMATION:

- Coronavirus Aid, Relief, and Economic Security (CARES) Act expired December 31, 2020
- As well as funding, CARES Act provided guidance on treatment of leave and absences during COVID-19 exposure, outbreak, and infection
- With expiration of CARES Act, Town need to formalize COVID-19 leave policy to provide guidance to staff and to prepare for potential additional federal aid

PROPOSED EMPLOYEE POLICY:

- Policy formalizes the Town leave policy with regards to COVID-19
- Provides bridge from CARES Act funding until potential next round of federal aid
- Complies with the following agencies regulations:
 - Center for Disease control and Prevention
 - Denton County health and Human Services
 - American with Disabilities Act

COUNCIL ACTION:

- Approve Town COVID-19 Leave Policy

TOWN OF NORTHLAKE COVID-19 LEAVE PROCEDURES FOR TOWN EMPLOYEES

1. Purpose

To provide employees with information regarding the coronavirus COVID-19 ("COVID-19") and to provide guidance to employees regarding the procedures in the event of a COVID-19 exposure, outbreak, or infection. These procedures apply to all Town of Northlake employees, including part-time and temporary staff, and are subject to change.

2. General Guidelines

The Centers for Disease Control and Prevention ("CDC") is working with local health and human services departments, including Denton County Health and Human Services ("DCHHS"), in its response to COVID-19. The Town of Northlake is currently following the guidelines established by the CDC and DCHHS in addressing COVID-19. In addition, the Town of Northlake will follow the guidelines below in the event of a COVID-19 exposure, outbreak, or infection.

3. Working Remotely

- 3.1. In the event of a required quarantine isolation (those who are infected and isolated by a Physician or Officials orders or those who are required to quarantine due to exposure to COVID-19), an outbreak, or as determined by the Town, employees may be able, or may be required, to work remotely. The Town Administrator ("TA") and Department Head ("DH") will determine the feasibility for remote working for employees. Employees are not allowed to work remotely, or send their staff to work remotely, without the express written consent of the TA.
- 3.2. Employees authorized to work remotely must check-in with their supervisor every day. Supervisors must address and establish expectations regarding work output, communication, and schedules.
- 3.3. Due to the limited number of Town-owned electronic devices, employees who have been approved to work remotely may be required to use their personal devices. Please note that any work performed as part of an employee's job duties on behalf of the Town on a personal device may be subject to disclosure under the Texas Public Information Act ("The Act"). Employees who use personal devices while working remotely should store all Town-related work separately from their personal information and forward and transfer the information to the Town server to be preserved in accordance with State law.
- 3.4. In the event of a forced shutdown of a Town facility due to a widespread outbreak, employees displaced by the shutdown who are not in quarantine or isolation, will be required to report to an alternate work location as deemed by the TA.
- 3.5. All non-exempt employees authorized to work remotely are required to enter their hours worked into the timekeeping system as part of the normal payroll process. Supervisors are responsible for ensuring that time entries are made and are accurate for their non-exempt employees working remotely.

4. Leave Procedures

- 4.1. COVID-19 Sick Leave is available under certain circumstances.
- 4.2. Employees must report absence to supervisor as normal, with as much advance notice as practical. The employee and the employee's supervisor are required to notify Town Administrator. It is the Employees responsibility to complete the appropriate form and send to Payroll when Time Sheets are due. Supervisors must maintain confidentiality as required by the Americans with Disabilities Act ("ADA") or any other applicable law.
- 4.3. COVID-19 Sick Leave is available to all employees who have been employed by the Town for at least 30 days and who did not use Emergency Paid Sick Leave under the Families First Coronavirus Response Act, if the employee is unable to work or telework for one of the following reasons:
 - (1) Employee is subject to a Federal, State or local quarantine or isolation order related to COVID-19.
 - (2) Employee has been advised by a health care provider to self-quarantine related to COVID-19.
 - (3) Employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis.
 - (4) Employee is caring for an individual with whom the employee has a personal relationship who is subject to (1) or (2); or
 - (5) Employee is caring for a son or daughter of such employee if the school or place of care of the son or daughter has been closed, or the childcare provider of such son or daughter is unavailable, due to COVID-19, and no other suitable person is available to care for the child.

Employees using COVID-19 Sick Leave will be compensated at full pay at their regular rate. Employees may take up to 80 total hours of COVID-19 Sick Leave. Leave must be taken in full day increments, but the employee does not have to use all hours continuously. The number of hours provided by COVID-19 Sick Leave cannot exceed 80 hours.

- 4.4. Employees who have not been released to return to work after the 80-hour period, may use their accrued sick leave or other accrued leave balances.
- 4.5. Persons with COVID-19 who have symptoms and were directed to care for themselves at home may discontinue isolation under the following conditions:
 - At least 10 days* have passed since symptom onset; and
 - At least 24 hours have passed since resolution of fever without the use of fever-reducing medications; and
 - Other symptoms have improved.

The CDC no longer recommends receiving a negative test to return to work in most cases. The Town of Northlake will follow CDC guidance.

- 4.6. When an employee is utilizing COVID-19 Sick Leave they are required to provide corresponding documentation for the type of leave selected to the Finance Department in order to authenticate the use of time.
- 4.7. Employees are not entitled to be paid for unused COVID-19 Sick Leave upon separation

of employment.

- 4.8. For any other illnesses or injuries, not related to COVID-19, employees may only use their accrued leave and may be approved for leave without pay once they exhaust their accrued leave, in accordance with the Personnel Policies.
- 4.9. Any employee who misrepresents or falsifies the reason for a paid leave of absence, including a COVID-19 related absence, may be subject to disciplinary action, up to and including termination of employment.

For general information regarding COVID-19, see the provided links to the CDC, and DCHHS.

<https://www.cdc.gov/coronavirus/2019-ncov/index.html>

<https://gis-covid19-dentoncounty.hub.arcgis.com>

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: FEBRUARY 11, 2021

REF. DOC.: TXDOT PROJECTS CSJ: 0081-13-050 THROUGH CSJ: 0081-13-058
AND CSJ: 0081-13-065

SUBJECT: SUPPORT FOR I-35W MAIN LANES FROM SH 170 TO I-35E AND I-35W FRONTAGE ROADS FROM DALE EARNHARDT TO I-35E



GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

- Texas Department of Transportation (TXDOT) seeks support from Northlake for following projects:
 - Interstate 35W main lanes from State Highway 170 to Interstate 35E
 - I-35W frontage roads from Dale Earnhardt Way to I-35E
- I-35W bisects Northlake with five and half miles of frontage
- Northlake residents use three overpasses at FM 1171, Cleveland-Gibbs, and Old Justin Road that will be rebuilt as part of the frontage road project
- Widening of main lanes will improve intersections of SH 114, FM 407 and Robson Ranch Road

COUNCIL ACTION:

- Approve support resolution



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

No. 21-5

A RESOLUTION OF THE TOWN COUNCIL OF NORTHLAKE SUPPORTING THE PROPOSED I-35W MAIN LANES EXPANSION AND THE I-35W FRONTAGE ROADS CONSTRUCTION

WHEREAS, TxDOT is proposing to widen I-35W from SH 170 (Alliance Boulevard) to I-35E from a four-lane rural to a six-lane urban freeway with ramp relocations; and

WHEREAS, TxDOT is proposing to construct frontage roads from Dale Earnhardt Way to south of the I-35E/35W split; and

WHEREAS, these projects will reduce congestion, increase capacity, and meet the growing demand for movement in the corridor; and

WHEREAS, the residents and businesses of the Town of Northlake will benefit from the planned improvements of both the main lane improvements and the construction of the frontage roads.

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

Section 1: The Town of Northlake supports the schematic design and proposed roadway widening and improvements to I-35W from SH 170 (Alliance Boulevard) to I-35E.

Section 2: The Town of Northlake supports the schematic design and proposed construction of frontage roads on I-35W from Dale Earnhardt Way to south of the I-35E/35W split.

Section 3: This Resolution shall become effective immediately upon its adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS ON THIS THE 11th DAY OF FEBRUARY 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: FEBRUARY 11, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: FEBRUARY 11, 2021

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: FEBRUARY 11, 2021

ITEM: ADJOURNMENT

