



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
JUNE 13, 2024, AT 5:30 PM
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a Regular Meeting on June 13, 2024, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127. The following items will be considered:

1. CALL TO ORDER

- A. Roll Call, Invocation, Pledge of Allegiance

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

- A. Briefing - Fiscal Year 2024-2025 Preliminary Budget
- B. Briefing - Upper Trinity Irrigation Checkups

3. PUBLIC INPUT

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

4. CONSENT ITEMS

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

- A. Consider approval of the Town Council Meeting Minutes for May 23, 2024
- B. Consider a Resolution approving the Town of Northlake Investment Policy
- C. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement/contract with Sam Pack's Five Star Ford, for Ford Explorer, in an amount not to exceed \$39,672.43
- D. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement/contract with Grapevine Dodge Chrysler Jeep, for Dodge

Durango, in an amount not to exceed \$45,308

- E. Consider a Resolution of the Town of Northlake, Texas, awarding Bid No. 24-02 and authorizing the Town Manager to execute an agreement/contract with McMahon Contracting for construction of Dale Earnhardt Way South Paving, in an amount not to exceed \$1,124,670
- F. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, Amending Article 12.08 "Water Conservation and Drought Contingency Plan" of Chapter 12 "Utilities" of the Code of Ordinances of the Town of Northlake, Texas
- G. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute the first amendment to Northlake StarCenter Lease and Operating Agreement to update exhibits for the site plan, property description, and parking area

5. ACTION ITEMS

The Following Items will be Considered:

- A. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, amending Ordinance No. 13-0124A, the Northlake Unified Development Code as amended, by approving a Specific Use Permit ("SUP") to authorize Church/Place of Worship; Day Care; and School, Primary and Secondary (Private) uses in accordance with certain conditions on a 16.942-acre tract of land situated in the Lewis Medlin Survey, Abstract No. 830, and being Lot 1, Block 25, Chadwick Farms Addition (Case # 24-SUP00001)
 - i. Public Hearing
 - ii. Consider Approval
- B. Consider a Resolution of the Town of Northlake, Texas, ratifying the actions taken by the Northlake Economic Development Corporation and Northlake Community Development Corporation Boards of Directors, approving a Pioneer Program Grant for Timekeeper's Haus in the amount of \$25,000 and authorizing the Town Manager to enter into a performance agreement
- C. Consider an Ordinance providing for the issuance of Town Of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024 in the approximate aggregate principal amount of \$15,230,000, levying a tax in payment thereof; prescribing the form of said certificates and awarding the sale thereof; authorizing the execution and delivery of a paying Agent/Registrar Agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this ordinance
- D. Consider a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a Design-Build Work Change Directive and Change Order, with Lee Lewis Construction, for sanitary sewer improvements for the Dallas Stars Multi-Sports Center Project; and providing an effective date
- E. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a professional services agreement with Ernst & Young LLP, to assist with the Internal Revenue Code Section 48 Energy Credit application for the Dallas Stars Multi-Sports Center Project, in an amount not to exceed \$95,000
- F. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, reauthorizing Article

A2.000 "Building and Construction fees," of Appendix A "Fee Schedule," of the Code of Ordinances

- i. Public Hearing
- ii. Consider Approval

- G. Consider an Ordinance of the Town Council of the Town of Northlake, Texas, amending the Adopted Budget for the Northlake Economic Development Corporation and the Northlake Community Development Corporation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; providing that expenditures for the said fiscal year shall be made in accordance with said Amended Budget
- H. Consider a Resolution of the Town of Northlake, Texas, adopting revisions to the Northlake Employee Handbook

6. **EXECUTIVE SESSION**

The Town Council will convene in an Executive Session, pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

A. **Section 551.071 - Consultation with Attorney**

The Town Council may convene in an executive session to consult with its attorney to seek advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:

- i. Potential annexation and development agreement for a property consisting of a 137.6-acre tract, an 84.3-acre tract, and a 53.8-acre tract of land generally located northwest of the intersection of McPherson Drive and Harmonson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential development agreement for La Estancia Investments LP tracts consisting of a 111.6-acre and part of a 295.5-acre tract of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.
- iii. Potential development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 69.0-acre, 0.8-acre, 1.5-acre, 3.9-acre, 4.0-acre, and 1.0-acre tracts of land generally located at the northwest corner of Sam Reynolds Rd. and FM 156 in the extraterritorial jurisdiction of the Town
- iv. Decertification of water and sewer Certificates of Convenience and Necessity in the Extraterritorial Jurisdiction and impacted service requests.

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

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

- i. Discuss economic development negotiations regarding financial or other incentives for expanded development in TIRZ No. 3 at or near the Dallas Stars Multi-Sports Center Project.

7. RECONVENE INTO OPEN SESSION

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

8. ADJOURN

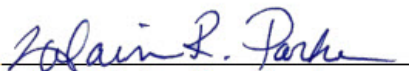
With no further items to consider, the meeting will be adjourned.

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

CERTIFICATION

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on June 7, 2024, by 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.




Zolaina R. Parker, Town Secretary

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

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Fiscal Year 2025 Budget
SUBJECT: Briefing - Fiscal Year 2024-2025 Preliminary Budget
GOALS/ Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources
OBJECTIVES:

BACKGROUND INFORMATION:

New Departmental Budget Requests

Department	Category	Request	Total Cost
Administrative Services	Personnel	IT Analyst	\$101,946
Development Services	Personnel	Development Analyst (split between General Fund, EDC, and CDC)	\$105,115
Municipal Court	Personnel	Juvenile Case Manager (convert existing clerk)	\$12,474
Police Department	Personnel	Detective: \$119,117 (2) Patrol Officers: \$238,234	\$357,351
	Vehicle	New Vehicles	\$100,000
Public Works	Personnel	Crew Leader (Traffic Crew): \$94,224 Maintenance Worker (Traffic Crew): \$79,485 Maintenance Worker (Utilities): \$79,485 Meter Technician (Utilities): \$79,485 Stormwater Inspector: \$102,413	\$435,092
	Vehicle	F-350 Crew Cab (Traffic Crew): \$132,129 F-250 Crew Cab (Meter Technician): \$130,204 F-250 Crew Cab (Stormwater Inspector): \$130,204	\$392,537
Town Secretary	Personnel	Records Clerk	\$82,597
	Services	Self-Service Kiosk	\$5,000
Total Cost			\$1,492,212

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Town of Northlake Fiscal Year 2023-2024 Adopted Budget
SUBJECT: Briefing - Upper Trinity Irrigation Checkups
GOALS/ Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts
OBJECTIVES:

BACKGROUND INFORMATION:

- Upper Trinity provides Irrigation Checkup services through their partner Irrigator
- 68 total checkups remaining for year for entire Upper Trinity system
- Northlake residents represent 82 currently waitlisted requests
- Upper Trinity notified Town Staff that payment of \$85 per checkup would allow for additional checkups beyond their yearly maximum
- Recommend funding 200 checkups paid direct to partner Irrigator via interlocal cooperative purchasing agreement with Upper Trinity
- Cost not to exceed \$20,000 with potential savings to residents and reduction of peaking to Town

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Town Home Rule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for May 23, 2024
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approval of Minutes:
 - May 23, 2024 - Regular Meeting

COUNCIL ACTION/DIRECTION:

Approve Minutes Draft as presented



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
&
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD
MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
MAY 23, 2024**

The Northlake Town Council convened in a Regular Meeting and the Tax Increment Reinvestment Zone Number Two Board convened in a Meeting on May 23, 2024, at 5:30 p.m., in the Northlake Town Hall - Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

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

Roll Call:

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

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

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

- Invocation was given by Ben Scheck, Pastor, The Grove Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

- A. Announcement - Government Finance Officers Association's Distinguished Budget Presentation Award

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

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

- B. Presentation -Employee Anniversary
i. Finance - Parwaiz Broker - 5 Years

The award was presented by Drew Corn, Town Manager, and John Thomson, Finance Director.

C. Proclamation - Public Works Week: May 19-25, 2024

The proclamation was presented by Mayor Montini to the Northlake Public Works Department.

D. Briefing - Water Conservation Plan Updates

The item was presented by Eric Tamayo, Public Works Director, and Drew Corn, Town Manager and commentary followed.

The Town Council consensus was to prepare the update and present for consideration at a future meeting.

E. Briefing - Fiscal Year 2023-2024 Second Quarter Investment & Financial Report (Jan - Mar 2024)

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

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

F. Presentation - Budget Focus Areas and Calendar

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

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

3. PUBLIC INPUT

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

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

- Jeff Riggs, address on file - Harvest seated two new members, will be serving as board president, wanted to extend hand in partnership, a lot of shared interests; thanked for work, open invite to help Town, next meeting Monday June 10th
- Joel McGreggor, address on file - Congratulations; in general country in bad shape financially, out of control spending and borrowing; federal government got in bad spot over years and years, most taxes will go to pay debt, reference to bible; does not appreciate being forced to be slave to debtors
- Peter Cochefski, address on file - applied for position; 30 years in petroleum industry, overview of degrees, and hobbies/training; retired in June 2023, give back to community with value he brings; lead logistic person for Pecan Square, congratulated Council

4. CONSENT ITEMS

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

Councilmember Ganz moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Sessions. Motion passed.

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

NAYS (0): None

ABSENT (0): None

- A. Consider approval of the Town Council Meeting Minutes for April 11, 2024, April 15, 2024, and May 13, 2024

APPROVED

- B. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement/contract with Sam Pack's Five Star Ford, for a 2024 F550 Truck, in an amount not to exceed \$114,209.11

APPROVED RESOLUTION NO. 24-26

- C. Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to terminate the professional services agreement with Bureau Veritas North America, Inc. and to execute the first amendment of agreement for Building Official Consultant Services with Countywide Inspection Services, a wholly owned subsidiary of SAFEbuilt, LLC, to add health services

APPROVED RESOLUTION NO. 24-27

- D. Consider a Resolution of the Town of Northlake, Texas, approving the cancellation of the June 27, 2024, and July 11, 2024, Regular Council Meetings

APPROVED RESOLUTION NO. 24-28

5. TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING

The Town Council recessed the Regular meeting at 6:16 p.m., and convened for a meeting of the Tax Increment Reinvestment Zone Number Two Board to consider the following:

- A. Public Input

There were no speakers.

- B. Consider approval and recommendation for Town Council to approve a project and financing plan for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas

APPROVED RECOMMENDATION

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

Councilmember Holmes moved to approve the item as presented. Motion seconded by Councilmember Sessions. Motion passed.

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

With no further items to consider, Mayor Montini adjourned the Tax Increment Reinvestment Zone Number Two Board Meeting, at 6:21 p.m., and reconvened Regular Town Council Meeting.

6. ACTION ITEMS

- A. Consider a Resolution of the Town of Northlake, Texas, appointing a Mayor Pro Tem to serve a one-year term beginning June 1, 2024, and ending May 31, 2025

APPROVED RESOLUTION NO. 24-29

The item was presented, and discussion followed.

Mayor Montini moved to appoint Council Member Maryl Lorencz, as Mayor Pro Tem. Motion seconded by Councilmember Fowler. Motion passed.

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

- B. Consider appointment for the Board of Adjustment Place 5, unexpired term, beginning June 1, 2024, and ending May 31, 2025

Mayor Montini advised all appointments (Items 6.B.-6.E.) would be open for a public hearing for applicants to speak before the Town Council convened in Executive Session. The following speakers came forward:

- Linda King - address on file, Current P&Z spoke for Public Hearing - served on Eco. Dev council, completed Town Hall 101, Chairperson for P&Z, responded immediately, presided efficiently at meetings
- Chris Amarante - address on file - Current P&Z, resident for over 18 years, in local government as employee, volunteered for UDC committed, EDC, CDC, and P&Z, would like to sit for another 1-year term, would like to continue
- Howard McGinnis - address on file, lives in Pecan Square, veteran of criminal justice, wants to work with other boards
- Laura Montini - address on file, thanks for consideration for EDC, Drew wonderful staff, and would like to continue and follow the rule of Council, selected as president for EDC for past several terms
- John Pendergrass - address on file, lived in Northlake for almost 4 years, works for Dallas Baptist, committed to next generation, encouraged to serve, life given to service, wants to give back
- Will Holder - applied to serve, history in Marine Corps, want to invest experience and network to the town
- Saketh Parsa - address on file, serving on CDC Board, wants to continue serving, important low tax base, appreciates time wants to serve
- Dale Mauch – address on file, new board position, 2.5 years in Northlake - seen a lot of growth; wants to help; sales manager experience; retired, ready to serve Town

The Town Council convened in Executive Session at 6:37 p.m., to deliberate Items 6.B. - 6.E., pursuant to section 551.074 - Public Officers. No votes or actions were taken on the items deliberated.

Mayor Montini reconvened the Regular Meeting at 6:54 p.m., to address any Council action regarding the items.

Mayor Montini advised that the order of consideration for the appointments would be Item 6.E., 6.C., 6.D., and 6.B.

NOTE: (Minutes are noted in their original order and each item depicts the action taken for the specific item.)

Mayor Montini moved to appoint the following:

Board of Adjustment	Member, Place 5	Dale Mauch	New Appointment	Term 2024 – 2025 UNEXPIRED
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Motion seconded by Councilmember Fowler. Motion passed.

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

NAYS (0): None

ABSENT (0): None

- C. Consider appointments/reappointments for the Northlake Community Development Corporation - Board of Director Places 1-7, for a full term or an unexpired term, as applicable

Councilmember Holmes moved to appoint the following:

CDC-Board of Directors	Director, Place 1	Howard McGinnis	New Appointment	Term 2024 - 2026
CDC-Board of Directors	Director, Place 2	Will Holder	New Appointment	Term 2024 - 2026
CDC-Board of Directors	Director, Place 3	Darrin Johnson	New Appointment	Term 2024 - 2026
CDC-Board of Directors	Director, Place 7	Jon Pendergrass	New Appointment	Term 2024 - 2025 UNEXPIRED

Motion seconded by Councilmember Fowler. Motion Passed.

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

NAYS (0): None

ABSENT (0): None

- D. Consider appointments/reappointments for the Northlake Economic Development Corporation - Board of Director Places 1-7, for a full term or an unexpired term, as applicable

Mayor Pro Tem Lorencz moved to appoint the following:

EDC-Board of Directors	Director, Place 1	Stacy Martin	New Appointment	Term 2024 - 2026
EDC-Board of Directors	Director, Place 2	Peter Cochefski	New Appointment	Term 2024 - 2026
EDC-Board of Directors	Director, Place 3	Laura Montini	Reappointment	Term 2024 - 2026
EDC-Board of Directors	Director, Place 4	Hillary Simpson	Reappointment	Term 2024 - 2026

Motion seconded by Councilmember Holmes. Motion passed.

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

NAYS (0): None

ABSENT (0): None

- E. Consider appointments/reappointments for the Planning & Zoning Commission Places 1-7 for a one-year term beginning June 1, 2024, and ending May 31, 2025

Mayor Montini moved to appoint the following:

Planning & Zoning	Commissioner, Place 1	Chris Amarante	Reappointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 2	Joshua Pezzuto	Reappointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 3	Jana Hall	Reappointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 4	Linda King	Reappointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 5	Saketh Parsa	New Appointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 6	Danny Simpson	Reappointment	Term 2024 - 2025
Planning & Zoning	Commissioner, Place 7	Robert Keeker	New Appointment	Term 2024 - 2025

Motion seconded by Councilmember Holmes. Motion Passed.

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

NAYS (0): None

ABSENT (0): None

- F. Consider a Resolution of the Town of Northlake, Texas, making board nominations for the Denco Area 9-1-1 District Board of Managers

The item was presented, and discussion followed.

Mayor Montini moved to nominate Jim Carter. Motion seconded by Mayor Pro Tem Lorencz. Motion passed.

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

- G. Consider an Ordinance of the Town of Northlake, Texas, approving a Final Project and Finance Plan for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas; and providing an effective date

APPROVED ORDINANCE NO. 24-0523A

The item was presented, and discussion followed.

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

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

- H. Consider an Ordinance of the Town of Northlake, Texas, amending Ordinance No. 22- 0127A, the 2022 Master Thoroughfare Plan update, b y replacing the Master Thoroughfare Plan map to revise thoroughfares generally located northeast of FM 407 and Faught Road and southeast of FM 1171 and Cleveland-Gibbs Road - Case # MTP-24-001

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 24-0523B

The item was presented, and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 7:07 p.m. With no speakers coming forward, the Public Hearing was closed at 7:08 p.m., and the Regular Meeting was reconvened.

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

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

- I. Consider an Ordinance of the Town of Northlake, Texas, amending Article 12, Subdivisions, of the Unified Development Code (UDC) to update provisions for approval of plats - Case # UDC-24-002

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 24-0523C

The item was presented, and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 7:17 p.m. With no speakers coming forward, the Public Hearing was closed at 7:18 p.m., and the Regular Meeting was reconvened.

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

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

NAYS (0): None

ABSENT (0): None

- J. Consider an Ordinance of the Town of Northlake, Texas, amending Article 11, Signs, and Article 14, Definitions, of the Unified Development Code (UDC) to update provisions for Window Signs, Billboards, and Off-Location or Off-Premises Signs - Case # UDC-24-001

i. Public Hearing

ii. Consider Approval

APPROVED ORDINANCE NO. 24-0523D

The item was presented, and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 7:22 p.m. With the following speakers coming forward:

- Joel McGregor - address on file, sign was not egregious or ugly, goes even further in preventing signs; sign was a sunblock
- Josh Pezzuto - address on file, intent of Planning & Zoning was to make sure it was clear; ensure buildings look similar and produced recommendations

With no further speakers coming forward, Mayor Montini closed the Public Hearing at 7:25 p.m., and reconvened the Regular Meeting.

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

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

NAYS (0): None

ABSENT (0): None

7. EXECUTIVE SESSION

The Town Council convened into an Executive Session, at 7:27 p.m., consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law to address Items 8.A.-8.D., and the following:

A. Section 551.071 - Consultation with Attorney

- i. Potential annexation and development agreement for a property consisting of a 137.6-acre tract, an 84.3-acre tract, and a 53.8-acre tract of land generally located northwest of the intersection of McPherson Drive and Harmonson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement of a property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential development agreement for La Estancia Investments LP tracts consisting of a 111.6-acre and part of a 295.5-acre tract of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.

B. Section 551.074 - Personnel Matters

- i. Discuss and deliberate public officer appointments and reappointment to the Board of Adjustment Place 5, Northlake Community Development Corporation - Board of Directors Places 1-7, Northlake Economic Development Corporation - Board of Directors Places 1-7, and Planning & Zoning Commission Places 1-7.

8. RECONVENE INTO OPEN SESSION

Mayor Montini reconvened the Regular Meeting at 8:06 p.m., to address Council action regarding the items deliberated during Executive Session.

- A. Consider a resolution authorizing the Town Manager to negotiate and execute a development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 3.7-acre tract, a 3.2-acre tract, and a 5.0-acre tract of land generally located at the northeast corner of SH 114 and Dale Earnhardt Way in the extraterritorial jurisdiction of the Town.

APPROVED RESOLUTION NO. 24-31

Councilmember Sessions moved approve the item as presented. Motion seconded by Mayor Pro Tem Lorencz. Motion passed.

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

NAYS (0): None

ABSENT (0): None

- B. Consider a resolution authorizing the Town Manager to negotiate and execute a development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 156.8-acre tract of land generally located east of FM 156 and northwest of Victory Circle in the extraterritorial jurisdiction of the Town.

APPROVED RESOLUTION NO. 24-32

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

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

NAYS (0): None

ABSENT (0): None

- C. Consider a resolution authorizing the Town Manager to negotiate and execute a development agreement providing municipal services and authorizing fee waivers and other economic development incentives related to the voluntary annexation and development of property consisting of a 69.0-acre, 0.8-acre, 1.5-acre, 3.9-acre, 4.0- acre, and 1.0-acre tracts of land generally located at the northwest corner of Sam Reynolds Rd. and FM 156 in the extraterritorial jurisdiction of the Town.

APPROVED RESOLUTION NO. 24-33

Councilmember Sessions moved to approve the item as presented. Motion seconded by Councilmember Holmes. Motion passed.

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

NAYS (0): None

ABSENT (0): None

- D. Consider a resolution authorizing the Town Manager to negotiate and execute a reimbursement agreement with MHI Partnerships LTD for public infrastructure improvements related to economic development incentives with DFW Northlake Business Park LLC.

APPROVED ORDINANCE NO. 24-0523E

Councilmember Sessions moved to approve the item and noting it was an ordinance. Motion seconded by Councilmember Holmes. Motion passed.

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

NAYS (0): None

ABSENT (0): None

9. ADJOURN

With no further business, Mayor Montini adjourned the meeting at 8:08 p.m.

Brian Montini, Mayor

ATTEST:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Texas Revised Civil Statutes Annotated, Article 4413 (34C) and 2257
SUBJECT: Consider a Resolution approving the Town of Northlake Investment Policy
GOALS/ Exercise Fiscal Responsibility; 2.1 - Sustain the low property tax rate
OBJECTIVES:

BACKGROUND INFORMATION:

- State requirement to adopt an investment policy each year
- Revised policy created with advice and assistance of Town's investment advisors
- Key changes/additions:
 - Update language to match Public Funds Investment Act (PFIA) and include current best practices
 - Add the Finance Director as a second Investment Officer
 - Include additional investment options permitted by PFIA
 - Expand on collateral coverage requirements
 - Add list of independent training sources and broker/dealers to be approved by Council

COUNCIL ACTION/DIRECTION:

Approve or deny the Town of Northlake Investment Policy



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING THE TOWN OF NORTHLAKE INVESTMENT POLICY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, it is a priority of the Town Council of the Town of Northlake, Texas, to provide effective guardianship of public funds in the municipal sector; and

WHEREAS, the Town Council expressly intends to set high fiscal standards, delegate treasury and investment duties to appropriate officials, and review performance at regular intervals; and

WHEREAS, Texas Revised Civil Statutes Annotated, Article 4413 (34C) and 2257, establishes standards for municipal investment policies.

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

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

Section 2. The Town Council has reviewed and hereby adopts the Town of Northlake Investment Policy June 13, 2024, attached as Exhibit "A", including all revisions and changes required under State law or recommended by Town staff. This investment policy replaces the investment policy dated July 2023.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Exhibit A

Town of Northlake Investment Policy



TOWN OF NORTHLAKE
INVESTMENT POLICY
APPROVED BY TOWN COUNCIL
JUNE 13, 2024

CONTENTS

I.	POLICY STATEMENT	2
II.	SCOPE	2
III.	OBJECTIVES AND STRATEGY	2
IV.	LEGAL LIMITATIONS, RESPONSIBILITIES, AND AUTHORITY.....	3
V.	DELEGATION OF INVESTMENT AUTHORITY	4
VI.	PRUDENCE	5
VII.	INTERNAL CONTROLS.....	5
VIII.	AUTHORIZED INVESTMENTS	6
IX.	AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS	7
X.	INVESTMENT POLICY CERTIFICATION	7
XI.	DIVERSIFICATION AND MATURITY LIMITATIONS	8
XII.	SAFEKEEPING AND COLLATERALIZATION	8
XIII.	PERFORMANCE EVALUATION AND REPORTING	9
XIV.	FINANCIAL INSITUTIONS	9
XV.	INVESTMENT POLICY ADOPTION BY COUNCIL.....	9
XVI.	COMPLIANCE AUDIT.....	9
	APPENDIX A: APPROVED INDEPENDENT TRAINING SOURCES.....	10
	APPENDIX B: AUTHORIZED BROKER/DEALER LIST.....	11
	APPENDIX C: PUBLIC FUNDS INVESTMENT ACT TRAINING CERTIFICATE	12

I. POLICY STATEMENT

It is the policy of the Town that the administration of its funds and the investment of those funds shall be handled as its highest public trust. Investments shall be made in a manner which will provide for the preservation and safety of principal invested through suitable strategies with appropriate diversification while meeting the daily cash flow needs of the Town and conforming to all applicable state statutes governing the investment of public funds.

The receipt of a market rate of return will be secondary to the requirements for safety and liquidity. It is the intent of the Town to be in complete compliance with local law and the Texas Public Funds Investment Act (the "Act"). The earnings from investments will be used in a manner that best serves the interests of the Town.

II. SCOPE

This investment policy applies to all the financial assets and funds of the Town, other than those expressly excluded herein or by applicable law or valid agreement. The Town commingles its funds into pooled investment accounts for investment purposes for efficiency and maximum investment opportunity unless otherwise stipulated by applicable laws, bond covenants, or contracts. These funds are defined in the Town's Annual Comprehensive Financial Report (ACFR) and include:

- General Fund
- Debt Service
Fund Utility
Funds
- Hotel Occupancy Tax Fund
- Economic Development Corporation Fund
Community Development Corporation Fund
Special Court Revenue Funds
- Donations Fund
Seizure Fund
- Internal Service Funds
- Water, Sewer, and Roadway Impact Fee Funds
Capital Improvement Projects Funds
- Public Improvement District Fund
- Any new funds created by the Town (unless specifically exempted by the Town Council and this policy)

III. OBJECTIVES AND STRATEGY

It is the policy of the Town that all funds shall be managed and invested with six primary objectives, listed in order of their priority: suitability, safety, liquidity, marketability, diversification, and yield. Investments are to be chosen in a manner which promotes diversity by market sector, credit, and maturity. The choice of high-grade government investments and high-grade money market instruments are designed to assure the marketability of those investments should liquidity needs

arise. To ensure adequate liquidity for reasonably anticipated cash flow requirements the maximum stated maturity of any investment may not exceed two years and the maximum weighted average maturity of the overall portfolio may not exceed one year.

Suitability

All investments authorized in the Town's Investment Policy are suitable for the Fund types listed in Section II of the policy.

Safety of Principal

Investments of the Town shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio.

Liquidity

The Town's investment portfolio will be based on a cash flow analysis of needs and will remain sufficiently liquid to enable it to meet all operating requirements which might be reasonably anticipated.

Marketability

Securities with active and efficient secondary markets are needed in the event of an unanticipated cash requirement.

Diversification

Diversification of the portfolio will include diversification by maturity and market sector and will include the use of various providers for diversification and market coverage.

Yield

The Town's investment portfolio shall be designed with the objective of attaining a market rate of return, taking into account the Town's risk constraints and the cash flow needs of the portfolio. "Market rate of return" may be defined as the average yield of a rolling six-month U.S. Treasury Bill.

Effective cash management is recognized as essential to good fiscal management. Cash management is defined as the process of managing monies in order to ensure appropriate cash availability. The Town shall maintain a comprehensive cash management program which includes collection of accounts receivable, prudent investment of its available cash, disbursement of payments in accordance with invoice terms, and the management of banking services.

IV. LEGAL LIMITATIONS, RESPONSIBILITIES, AND AUTHORITY

Direct specific investment parameters for the investment of public funds in Texas are found in the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the "Act"). The Public Funds Collateral Act, Chapter 2257, Texas Government Code, specifies collateral requirements for all public fund deposits. All investments will be made in accordance with these statutes.

V. DELEGATION OF INVESTMENT AUTHORITY

The Town Manager, or his/her designee, and Finance Director acting on behalf of the Town, are designated as the Investment Officers of the Town and are responsible for ensuring that the investment management decisions and activities are conducted in accordance with the Town's Investment Policy. The Town Manager is also responsible for considering the quality and capability of staff, investment advisors, and consultants involved in investment management and procedures. All participants in the investment process shall seek to act responsibly as custodians of the public trust.

The Investment Officers shall ensure that periodic training in investments for all involved in the investment process is provided through courses and seminars offered by professional organizations and associations in order to ensure the quality and capability of the Town's investment personnel making investment decisions in compliance with the Act.

The Investment Officers shall ensure that all involved in the investment process, to include investment committee members, comply with the ethics guidelines in the Act and disclose any conflicts of interest or personal business relationships that may exist.

The Investment Officers shall develop and maintain written administrative procedures for the operation of the investment program which are consistent with this Investment Policy. Procedures will include reference to safekeeping, require and include the "Bond Market Master Repurchase Agreements" (as applicable), wire transfer agreements, banking services contracts, and other investment related activities.

The Investment Officers shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials and staff. The Investment Officers shall designate a staff person as a liaison/deputy in the event circumstances require timely action and the Investment Officers are not available.

No officer or designee may engage in an investment transaction except as provided under the terms of this Policy and the procedures established.

Authorization Resolution

A Trading Resolution is established with this Investment Policy and attached hereto, authorizing the Investment Officers to engage in investment transactions on behalf of the Town. The persons authorized by the Trading Resolution to transact business for the Town are also authorized to approve wire transfers used in the process of investing.

Required Training

In accordance with the Act, the Investment Officers shall attend investment training no less often than once every two-year period that begins on the first day of the Town's fiscal year and consists of the two consecutive fiscal years after that date and accumulate not less than 8 hours of instruction relating to investment responsibilities and requirements of the Act. A newly appointed Investment Officer must attend training accumulating at least 10 hours of instruction within twelve months of the date the Officer

took office or assumed the Officer's duties. Training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Act.

VI. PRUDENCE

The standard of care to be used in the investment function shall be the "prudent person" standard and shall be applied in the context of managing the overall portfolio. This standard states:

"Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived."

Monitoring of Investment Portfolio

The Investment Officers shall monitor the investment portfolio and shall keep the Council informed of significant changes in the Town's investment portfolio. Information sources may include financial/investment publications, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done monthly, or as often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment. Upon awareness by investment staff of a downgrade in an investment in the Town's portfolio, prudent measures shall be taken to liquidate an investment that is downgraded to less than the required minimum rating.

Limitation of Personal Liability

The Investment Officers and those delegated investment authority under this Policy, when acting in accordance with the written procedures and this Policy and in accord with the Prudent Person standard, shall be relieved of personal liability in the management of the portfolio provided that deviations from expectations for a specific security's credit risk or market price change or portfolio shifts are reported in a timely manner and that appropriate action is taken to control adverse developments.

VII. INTERNAL CONTROLS

The Investment Officers shall establish a system of written internal controls which will be reviewed annually with the independent auditor of the Town. The controls shall be designed to prevent loss of public funds due to fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees of the Town.

Cash Flow Forecasting

Cash flow forecasting is designed to project and sustain reasonably anticipated cash flow requirements of the Town. Supplemental to the financial and budgetary systems, the Investment Officers will maintain a cash flow forecasting process designed to monitor and forecast cash positions for investment purposes.

VIII. AUTHORIZED INVESTMENTS

Acceptable investments under this Policy shall be limited to the instruments listed below and as further described by the Act.

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks, excluding collateralized mortgage obligations (CMOs);
- B. Direct obligations of the State of Texas or its agencies and instrumentalities;
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Share Insurance Fund (NCUSIF) or by the explicit full faith and credit of the United States;
- D. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
- E. Fully insured or collateralized certificates of deposit, or other forms of deposit, issued by a depository institution with a main office or branch office in the State of Texas and under the terms of a written depository agreement with that financial institution;
- F. Repurchase agreement and reverse repurchase agreements as defined by the Act, not to exceed 90 days to stated maturity, provided an executed Bond Market Master Repurchase Agreement is on file with the Town and the counterparty financial institution or primary dealer. Flexible repurchase agreements used specifically for capital projects may extend beyond two years but only to match the expenditure plan of the projects;
- G. No-load, SEC registered, government money market mutual funds that conforms to the requirements of the and seeks to maintain a Net Asset Value of \$1.0000 per share;
- H. Constant dollar Texas Local Government Investment Pools as defined by the Act. A pool must be continuously rated no lower than AAA or AAAM or at an equivalent rating by at least one nationally recognized rating agency;
- I. Fully insured or collateralized deposits that are invested under the terms stated in Section 2256.009(7-8) of the Act and seeks to maintain a Net Share Value of \$1.000 per share.

If additional investment options are approved for public funds by state statute, they will not be eligible for investment by the Town until this Policy has been amended and the amended version approved by the Town Council. Additionally, the Town is not required to liquidate investments that were authorized at the time of purchase.

Competitive Environment Requirement

In order to create a competitive pricing environment for each investment transaction, the Town shall solicit quotations from multiple investment providers, authorized broker/dealers or financial institutions, as applicable. Money market mutual fund, money market account and local government investment pool risk/returns shall also be periodically compared to ensure competitive performance.

Monitoring Market Price

Market value of the portfolio and each investment will be monitored at least quarterly through independent industry sources.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the Town, shall be conducted on a delivery versus payment (DVP) basis.

Ratings Downgrade

An Investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. The Town shall take all prudent measures that are consistent with its Investment Policy to liquidate an investment that does not have the minimum rating.

IX. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS

All security purchases by the Town will be made through broker/dealers on the Town's authorized broker/dealer list. The Investment Committee will review and approve the list of authorized broker/dealers annually.

Securities broker/dealers must meet certain criteria as determined by the Investment Officer which may include the following criteria:

- Provision of an audited financial statement each year,
- Proof of certification by the National Association of Securities Dealers (NASD) and provision of CRD number, and
- Proof of current registration with the State Securities Commission.

Every broker/dealer and bank with which the Town transacts business will be provided a copy of this Investment Policy to assure that they are familiar with the goals and objectives of the investment program.

X. INVESTMENT POLICY CERTIFICATION

All business organizations, as defined by the Act (e.g. local government investment pools or discretionary investment management firms), offering to engage in an investment transaction with the Town must supply a certification of having read the Town's Investment Policies signed by a qualified representative of the organization acknowledging that the organization has implemented reasonable procedures and controls in an effort to preclude imprudent investment activities arising out of investment transactions conducted between the Town and the organization except to the

extent that this authorization is dependent on an analysis of the makeup of the Town's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the Town that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The Town shall not enter into an investment transaction with a business organization prior to receiving the signed certification.

XI. DIVERSIFICATION AND MATURITY LIMITATIONS

It is the policy of the Town to diversify its investment portfolio. Invested funds shall be diversified to minimize risk or loss resulting from over-concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed.

The Investment Officers shall diversify maturities and, to the extent possible, will attempt to match investments with anticipated cash flow requirements. Matching maturities with cash flow dates will reduce the need to redeem investments prior to maturity, thus reducing market risk. Unless matched to specific requirements, the Investment Officers may not invest any portion of the portfolio for a period greater than two (2) years. The portfolio's weighted average maturity shall be limited to one year.

XII. SAFEKEEPING AND COLLATERALIZATION

The laws of the State and prudent treasury management require that all purchased securities be bought on a delivery versus payment basis and be held in safekeeping by a safekeeping agent selected by the Town.

All safekeeping arrangements shall be designated by the Investment Officers and an agreement of the terms executed in writing. The safekeeping agent shall be required to issue monthly safekeeping reports to the Town listing each specific security, rate, description, maturity, cusip number, and other pertinent information.

All securities pledged to the Town as collateral for financial institution deposits shall be held by an independent third-party custodian. The custodian may not be within the same holding company as the bank with which the securities are pledged.

Collateralization will be required for all time and demand deposits over the applicable FDIC or NCUSIF insurance coverage limits and for all repurchase agreements in accordance with the collateralization requirements set forth in the Investment Policy.

In order to anticipate market changes and provide a level of additional security for all funds, the collateralization level required will be 102% of the market value of the principal and accrued interest. Letters of credit pledged as collateral shall at all times be equal to the total value of the deposits plus anticipated interest less the applicable level of FDIC or NCUSIF insurance.

XIII. PERFORMANCE EVALUATION AND REPORTING

The Investment Officers shall prepare and submit quarterly reports to the Town Council and Town Manager containing sufficient information to permit an informed outside reader to evaluate the performance of the investment program and consistent with statutory requirements. All reports shall be in compliance with the Act. Market prices for market evaluations will be obtained from an independent source.

The reports prepared by the Investment Officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the Town Council by that auditor.

XIV. FINANCIAL INSTITUTIONS

The Town will designate one financial institution through a competitive process as its primary depository at least every five years. Other financial institutions with whom the Town may hold deposits or purchase certificates of deposit will also be designated as a depository.

Financial institutions serving as Town depositories will be required to sign a "Depository Agreement" with the Town. The collateralized deposit portion of the Agreement shall define the Town's rights to the collateral in the event of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- the Agreement must be in writing;
- the Agreement must be executed by the Depository and the Town contemporaneously with the acquisition of the asset;
- the Agreement must be approved by the Board of Directors or the Loan Committee of the Depository and a copy of the meeting minutes must be delivered to the Town; and
- the Agreement must be part of the Depository's "official record" continuously since its execution.

XV. INVESTMENT POLICY ADOPTION BY COUNCIL

The Town's Investment Policy shall be adopted annually by the Council. The policy and strategies shall be reviewed on an annual basis by the Council or a designated Committee of the Council. A written resolution approving the review and any changes to the policy from the review will be passed by the Council and recorded by the Town Secretary.

XVI. COMPLIANCE AUDIT

A compliance audit of management controls on investments and adherence to this investment policy shall be completed in conjunction with the annual financial audit.

Appendix A: Approved Independent Training Sources

American Institute of Certified Public Accountants
Council of Governments
International City/County Management Association
Government Finance Officers Association
Government Finance Officers Association of Texas
Government Treasurers' Organization of Texas
Texas City Management Association
Texas Municipal Clerks Association
Texas Municipal League
University of North Texas Center for Public Management

Appendix B: Authorized Broker/Dealer List

FHN Securities
Hilltop Securities
Multi-Bank Securities
Stifel
Wells Fargo Securities

Appendix C: Public Funds Investment Act Training Certificate

The Public Funds Investment Act ([Chapter 2256, Texas Government Code](#)) requires treasurers, chief financial officers, and investment officers of local governments, including all political subdivisions, state agencies, and institutions of higher education (including community colleges), to complete training on topics pertaining to the PFIA. Municipal financial officers designated as Investment Officers are required to complete this training every two years. The inclusion of a certificate from an authorized institution is included as an appendix to this policy to demonstrate compliance with Chapter 2256 of the Texas Government Code.

CERTIFICATE OF COMPLETION

PRESENTED TO

John Thomson

FOR SUCCESSFUL COMPLETION OF

"TEXAS PUBLIC FUNDS INVESTMENT ACT & RELATED INVESTMENT ISSUES"

PROGRAM DATE: FEBRUARY 22-23, 2024

TAUGHT BY: CHUCK SPRINGER & HARLAN JEFFERSON

CPE CREDIT: 10 CPE CREDITS

METHOD OF DELIVERY: GROUP INTERNET BASED

FIELD OF STUDY: REGULATORY ETHICS

PROGRAM # 2403

IN ACCORDANCE WITH THE TEXAS ADMINISTRATIVE CODE, CPE CREDITS HAVE BEEN BASED ON A 50-MINUTE HOUR.



1155 Union Circle #305129
Denton, TX 76203
<https://cpm.hps.unt.edu>
Texas Sponsor ID #007716

Cori Reaume
Center for Public Management Representative

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Town of Northlake Purchasing Policy
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement/contract with Sam Pack's Five Star Ford, for Ford Explorer, in an amount not to exceed \$39,672.43
GOALS/ OBJECTIVES: Protect the Public; 1.1 - Ensure police presence in the community, Protect the Public; 1.4 - Ensure safe community standards and processes

BACKGROUND INFORMATION:

- The Police Department has created a new Captain position (Operations)
- This position requires a dedicated vehicle
- Purchase a new vehicle at a cost of \$39,672.43
- Vehicle purchased through Sam Pack's Five Star Ford
- Part of Buy Board Texas Smart Buy Purchasing Cooperative

COUNCIL ACTION/DIRECTION:

Approve resolution to purchase new police vehicle



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

CONSIDER A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE AGREEMENT/CONTRACT WITH SAM PACK'S FIVE STAR FORD, FOR FORD EXPLORER, IN AN AMOUNT NOT TO EXCEED \$39,672.43

WHEREAS, the Town Council of the Town of Northlake, Texas has determined that a public need and necessity exists for the Town to replace and purchase new equipment for the police department; and

WHEREAS, the vendor Sam Pack's Five Star Ford is providing the quote for the police vehicle through cooperative purchasing Buy Board Texas Smart Buy; and

WHEREAS, the Town is a member of the Buy Board Texas Smart Buy Purchasing Contract, which per subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into an agreement to purchase the police vehicle, but not to exceed \$39,672.43.

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

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

Section 2. That the Town Council hereby authorizes the Town Manager to enter into an agreement for the purchase of police vehicles at the quoted unit price, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$39,672.43.

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

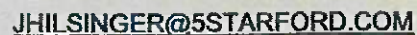
PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Town of Northlake Purchasing Policy
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement/contract with Grapevine Dodge Chrysler Jeep, for Dodge Durango, in an amount not to exceed \$45,308
GOALS/ OBJECTIVES: Protect the Public; 1.1 - Ensure police presence in the community, Protect the Public; 1.4 - Ensure safe community standards and processes

BACKGROUND INFORMATION:

- Purchase a replacement vehicle at a cost of \$45,308
- Replacing vehicle that was totaled
 - Anticipate receiving approximately 75% of value from insurance proceeds
- Vehicle purchased through Grapevine Dodge Chrysler Jeep
- Part of Buy Board Texas Smart Buy Purchasing Cooperative

COUNCIL ACTION/DIRECTION:

- Approve resolution to purchase a replacement police vehicle



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

CONSIDER A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PURCHASE AGREEMENT/CONTRACT WITH GRAPEVINE DODGE CHRYSLER JEEP, FOR DODGE DURANGO, IN AN AMOUNT NOT TO EXCEED \$45,308

WHEREAS, the Town Council of the Town of Northlake, Texas has determined that a public need and necessity exists for the Town to replace and purchase new equipment for the police department; and

WHEREAS, the Town is a member of the Buy Board Texas Smart Buy Purchasing Contract, which per Subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; and

WHEREAS, the vendor Grapevine Dodge Chrysler Jeep is providing the quote for the police vehicle replacement through cooperative purchasing Buy Board Texas Smart Buy; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into an agreement to the replacement police vehicle, but not to exceed \$45,308.

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

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

Section 2. That the Town Council hereby authorizes the Town Manager to enter into an agreement for the purchase of police vehicle at the quoted unit price, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$45,308

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

PRODUCT PRICING SUMMARY BASED ON CONTRACT
BUYBOARD #724-23 CHASSIS
Grapevine Dodge Chrysler Jeep 2601 William D Tate, Grapevine, TX 76051

End Use: TOWN OF NORTHLAKE

Rep: Dennis Thomas

Contact: MICHAEL COLEMAN

Phone: 817-410-7541

Phone/Email: MCOLEMAN@TOWN.NORTHLAKE.TX.US

Email: dthomas@grapevinedcj.com

Product Description: DODGE DURANGO POLICE STOCK

Date: 05/29/2024

A. Bid Series DURANGO POLICE

A. Base Price:

39,280

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
WDEE75	POLICE DURANGO AWD	INCL	22Z	POLICE 5.7L HEMI V8	3,022
	BLACK	NC	A7X9	CLOTH FRONT VINYL REAR	145
ADL	SKIDPLATES	340	LNF	LED SPOTLAMP	621
Total of B. Published Options:				4,128	

C. Unpublished Options

\$= 0.0%

Options	Bid Price	Options	Bid Price
STOCK WHEN AVAILABLE	1500	ALSO HAVE WITH DISABLED REAR DOORS IF DESIRED +\$87	
Total of C. Unpublished Options:			1500

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: _____ miles

K. Subtotal:

L. Quantity Ordered _____ x K =

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order)

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$
\$
\$
\$
\$
\$
FOB GRAPEVINE
\$44,908
\$
\$400.00
\$45,308

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Town of Northlake Fiscal Year 2023-2024 Adopted Budget

SUBJECT: Consider a Resolution of the Town of Northlake, Texas, awarding Bid No. 24-02 and authorizing the Town Manager to execute an agreement/contract with McMahon Contracting for construction of Dale Earnhardt Way South Paving, in an amount not to exceed \$1,124,670

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

BACKGROUND INFORMATION:

- Dale Earnhardt Way South identified as a capital project priority
- Town engaged Quiddity Engineering, LLC for design and bid assistance
- Quiddity's initial engineering estimate for the project totaled \$1,035,000
- Request for bids initiated, Town received three bids
- Lowest responsible bidder was McMahon Contracting, L.P. for a base bid of \$1,124,670
- Town is utilizing road assessment fees to offset project costs

COUNCIL ACTION/DIRECTION:

Award bid in amount of \$1,124,670, and contract with McMahon for road construction



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AWARDED BID NO. 24-02 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT/CONTRACT WITH MCMAHON CONTRACTING FOR CONSTRUCTION OF DALE EARNHARDT WAY SOUTH PAVING, IN AN AMOUNT NOT TO EXCEED \$1,124,670; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, understands the need to provide a safe and reliable road system to customers and the public; and

WHEREAS, Quiddity Engineering, LLC, designed the plans to expand Dale Earnhardt Way South; and

WHEREAS, the expansion of Dale Earnhardt South coincides with major developments in the south side of town; and

WHEREAS, the associated costs of this project will be offset by utilizing Road Assessment Fees on nearby properties

WHEREAS, the Town has issued a request for bid for the project, received three bids and has qualified the lowest bidder, McMahon Contracting, L.P.; and

WHEREAS, Quiddity Engineering recommends the award to McMahon Contracting, L.P. for an amount not to exceed \$1,124,670.

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

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

Section 2. The Town Council hereby finds and determines that a public purpose and necessity exists for the Town to enter into a construction contract for the road reconstruction of Dale Earnhardt Way South with consultation from Town staff and other Town consultants.

Section 3. The Town Council hereby authorizes the Town Manager to finalize and enter into a

construction contract with McMahon Contracting, L.P. for the road reconstruction of Dale Earnhardt Way South, in an amount not to exceed \$1,124,670.

Section 4. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



Dallas Parkway, Suite 600
Plano, Texas 75093
Tel: 972.488.3880
www.quiddity.com

June 3, 2024

Town of Northlake, Texas
Attn: Mr. Eric Tamayo, Public Works Director
1500 Commons Circle Suite 300
Northlake, Texas 76226

Re: Dale Earnhardt Way South Paving Project
Recommendation of Award

Dear Mr. Tamayo:

Quiddity Engineering, LLC assisted the Town of Northlake in receiving bids for the above referenced project on May 30, 2024 at 2:00 P.M. Bids were publicly opened and read aloud at that time.

Three (3) contractors submitted bids for this work. A Bid Tabulation is enclosed for your review. Considering the bids received, McMahon Contracting, L.P. submitted the lowest Base Bid in the amount of \$1,124,670.00.

While we have not worked with McMahon Contracting, L.P., we made contact with the City of Sachse and the Town of Hickory Creek and determined that their experience on similar projects makes them an acceptable contractor for this project.

In accordance with our findings, we recommend the referenced contract be awarded to McMahon Contracting, L.P. based on their Base Bid in the amount of \$1,124,670.00. Please advise should you have any questions or require further information regarding this matter.

Respectfully,

David A. Leslie, PE
Senior Project Manager

Enclosure: As Stated

K:\28198\28198-0001-01 Dale Earnhardt South Paving Project\2 Design Phase\Bid Documents\28198-0001 ROA.doc

BID TABULATION

OWNER: TOWN OF NORTHLAKE PROJECT: DALE EARNHARDT WAY SOUTH PAVING DATE: MAY 30, 2024 AT 2:00 P.M. ENGINEER: QUIDDITY ENGINEERING, LLC QE NO. 28198-0001-01				BID NO. 1 - LOWEST BASE BID MCMAHON CONTRACTING, L.P. 3019 Roy Orr Blvd. Grand Prairie, TX 75050		BID NO. 2 ED BELL CONSTRUCTION COMPANY P.O. Box 540787 Dallas, TX 75354-0787		BID NO. 3 2L CONSTRUCTION, LLC PO Box 397 Rhome, TX 76078	
ITEM NO.	DESCRIPTION	UNIT	PLAN QUANTITY	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
	BASE BID								
1	Mobilization and General Site Preparation	L.S.	1	\$158,564.21	\$158,564.21	\$74,000.00	\$74,000.00	\$70,000.00	\$70,000.00
2	Barricades, Warnings and Detour Signs	L.S.	1	\$26,006.45	\$26,006.45	\$60,000.00	\$60,000.00	\$9,000.00	\$9,000.00
3	Joint Stormwater Pollution Prevention Plan and Erosion Control	L.S.	1	\$14,375.00	\$14,375.00	\$32,000.00	\$32,000.00	\$10,000.00	\$10,000.00
4	4" Topsoil and Hydromulch Seeding	S.Y.	2,112	\$10.29	\$21,732.48	\$20.00	\$42,240.00	\$13.00	\$27,456.00
5	Sawcut and Remove Existing Reinforced Concrete Pavement and Flatwork	S.Y.	2,849	\$13.20	\$37,606.80	\$20.00	\$56,980.00	\$30.00	\$85,470.00
6	Remove Existing Gravel Driveway	S.Y.	141	\$11.84	\$1,669.44	\$10.00	\$1,410.00	\$30.00	\$4,230.00
7	Remove Existing Fence (various materials)	L.F.	391	\$5.35	\$2,091.85	\$5.00	\$1,955.00	\$6.00	\$2,346.00
8	Adjust Existing Storm and Sanitary Manhole Ring and Cover to Grade	EA.	4	\$2,254.86	\$9,019.44 *	\$3,500.00	\$14,000.00	\$900.00	\$3,600.00 *
9	Adjust Existing Valve Box to Grade	EA.	10	\$1,076.29	\$10,762.90	\$1,100.00	\$11,000.00	\$600.00	\$6,000.00
10	Mailbox Relocation	EA.	3	\$4,025.00	\$12,075.00	\$1,500.00	\$4,500.00	\$200.00	\$600.00
11	Install Decorative Fence	L.F.	205	\$94.44	\$19,360.20	\$90.00	\$18,450.00	\$60.00	\$12,300.00
12	Install 6' Chain Link Fence with 3 Strands of Barbed Wire	L.F.	75	\$71.55	\$5,366.25	\$70.00	\$5,250.00	\$105.00	\$7,875.00
13	Unclassified Excavation	C.Y.	785	\$49.80	\$39,093.00	\$20.00	\$15,700.00	\$25.00	\$19,625.00
14	Embankment (TxDOT Type D)	C.Y.	510	\$25.53	\$13,020.30	\$10.00	\$5,100.00	\$25.00	\$12,750.00
15	Lime	Ton	92	\$345.58	\$31,793.36	\$340.00	\$31,280.00	\$350.00	\$32,200.00
16	Lime Stabilized Subgrade	S.Y.	5,100	\$5.94	\$30,294.00	\$7.00	\$35,700.00	\$15.00	\$76,500.00
17	8-inch Thick Flex Base	S.Y.	371	\$18.64	\$6,915.44	\$45.00	\$16,695.00	\$25.00	\$9,275.00
18	Drill and Epoxy Dowel Rods into Existing Pavement on 24-inch Centers	STA	13.5	\$1,681.78	\$22,704.03	\$600.00	\$8,100.00	\$500.00	\$6,750.00
19	8-inch Thick Portland Cement Concrete Pavement (Roadway)	S.Y.	4,543	\$77.86	\$353,717.98	\$156.50	\$710,979.50	\$85.00	\$386,155.00
20	3-inch Thick Type "D" HMAC Surface Course	S.Y.	347	\$80.79	\$28,034.13	\$78.00	\$27,066.00	\$75.00	\$26,025.00
21	6-inch Thick Portland Cement Concrete Pavement (Driveway)	S.Y.	1,664	\$84.69	\$140,924.16	\$112.00	\$186,368.00	\$76.00	\$126,464.00
22	8-inch Thick Gravel Driveway	S.Y.	56	\$35.28	\$1,975.68	\$75.00	\$4,200.00	\$35.00	\$1,960.00
23	Concrete Header	L.F.	28	\$39.91	\$1,117.48	\$150.00	\$4,200.00	\$20.00	\$560.00
24	Pavement Markings and Signage	L.S.	1	\$26,534.24	\$26,534.24	\$30,000.00	\$30,000.00	\$27,000.00	\$27,000.00
25	Trench Safety	L.F.	148	\$1.44	\$213.12	\$7.50	\$1,110.00	\$6.00	\$888.00
26	18" Reinforced Concrete Storm Drain, ASTM C76	L.F.	38	\$146.25	\$5,557.50	\$400.00	\$15,200.00	\$170.00	\$6,460.00
27	24" Reinforced Concrete Storm Drain, ASTM C76	L.F.	110	\$178.65	\$19,651.50	\$450.00	\$49,500.00	\$190.00	\$20,900.00
28	10-foot Curb Inlet	EA.	4	\$6,785.00	\$27,140.00	\$11,000.00	\$44,000.00	\$15,000.00	\$60,000.00
29	Storm Drain Junction Box	EA.	1	\$6,785.00	\$6,785.00	\$10,000.00	\$10,000.00	\$12,000.00	\$12,000.00
30	2' x2' Grate Inlet	EA.	1	\$6,785.00	\$6,785.00	\$7,500.00	\$7,500.00	\$9,000.00	\$9,000.00
31	Demolish Existing Inlet (various sizes)	EA.	3	\$1,064.89	\$3,194.67	\$2,500.00	\$7,500.00	\$2,000.00	\$6,000.00 *
32	Demolish Existing SET and Reinforce Concrete Storm Drain	LS.	1	\$3,859.66	\$3,859.66	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00 *
33	Waterline Lowering	EA.	3	\$8,909.91	\$26,729.73 *	\$11,000.00	\$33,000.00	\$13,000.00	\$39,000.00
34	Misc. Sprinkler System Repair Allowance	L.S.	1	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
	TOTAL BASE BID (ITEM NOS. 1-34)				\$1,124,670.00		\$1,577,483.50		\$1,130,389.00 *
	ALTERNATE BID NO. 1								
A.1	Additional Unclassified Excavation	C.Y.	1,020	\$43.40	\$44,268.00	\$20.00	\$20,400.00	\$25.00	\$25,500.00
A.2	Lime	Ton	-92	\$345.58	-\$31,793.36	\$340.00	-\$31,280.00	\$350.00	-\$32,200.00
A.3	Lime Stabilized Subgrade	S.Y.	-5,100	\$5.94	-\$30,294.00	\$7.00	-\$35,700.00	\$15.00	-\$76,500.00
A.4	6-inch Thick Flex Base in Lieu of Lime	S.Y.	5,100	\$17.74	\$90,474.00	\$17.25	\$87,975.00	\$20.00	\$102,000.00
	TOTAL ALTERNATE BID (ITEM NOS. A.1 TO A.4)				\$72,654.64		\$41,395.00		\$18,800.00
	TOTAL ALTERNATE BID NO. 1 (ITEM NOS. 1-34 + A.1 TO A.4)				\$1,197,324.64 *		\$1,618,878.50		\$1,149,189.00 *
* Denotes correction of error in submitted bid									

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Water Conservation and Drought Contingency Plan
SUBJECT: Consider an Ordinance of the Town Council of the Town of Northlake, Texas, Amending Article 12.08 "Water Conservation and Drought Contingency Plan" of Chapter 12 "Utilities" of the Code of Ordinances of the Town of Northlake, Texas
GOALS/ Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans, Advance Northlake's
OBJECTIVES: Interest; 5.4 - Partner regionally to mitigate adverse impacts

BACKGROUND INFORMATION:

- Previously briefed at May 23rd Council meeting
- Adjustments to Plan are designed to match changes implemented by wholesale providers
- Both Upper Trinity Regional Water District and City of Fort Worth have moved to two days per week watering
- Watering schedule for residents is unchanged; watering on the same days as currently provided under Stage 1
- Stage 2 and 3 remain unchanged, maintaining one and zero days per week watering respectively

COUNCIL ACTION/DIRECTION:

Adopt changes to Water Conservation Plan



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING ARTICLE 12.08 “WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN” OF CHAPTER 12 “UTILITIES” OF THE CODE OF ORDINANCES OF THE TOWN OF NORTHLAKE, TEXAS; PROVIDING FOR INCORPORATION OF PREMISES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO THOUSAND DOLLARS (\$2,000.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the Texas Water Code and the regulations of the Texas Commission on Environmental Quality require that the Town adopt a Water Conservation and Drought Contingency Plan for the Town of Northlake; and

WHEREAS, the Town Council of the Town of Northlake (the “Town Council”) has previously adopted a Water Conservation and Drought Contingency Plan for the Town; and

WHEREAS, the Town Council has the legal authority and power, under Chapter 54 of the Texas Local Government Code, to adopt and amend said Water Conservation and Drought Contingency Plan for the Town of Northlake to preserve and conserve its water resources ; and

WHEREAS, the Town has determined it is in the best interest of the public to amend the current Water Conservation and Drought Contingency Plan; and

WHEREAS, water uses regulated or prohibited under the Water Conservation and Drought Contingency Plan are considered to be nonessential and the continuation of such uses during times of water shortage or other emergency water supply conditions are deemed to constitute a waste of water, which subjects persons who violate the restrictions imposed to civil and criminal penalties.

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

Section 1. All the above premises are true and correct legislative and factual findings of the Town

Council, and they are hereby approved, ratified, and incorporated into the body of this ordinance as if copied in their entirety.

Section 2. Section 12.08 “Water Conservation and Drought and Contingency Plan” of Chapter 12 “Utilities” of the Code of Ordinances of the Town of Northlake, Texas, is hereby amended and replaced in its entirety to read as provided in Exhibit “A”, which is attached to this ordinance and incorporated as if fully set forth herein.

Section 3. It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 4. All rights and remedies of the Town of Northlake are expressly saved as to any and all violations of the provisions of any ordinances that have accrued at the time of the effective date of this ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this ordinance but may be prosecuted until final disposition by the courts.

Section 5. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, except where the provisions of this ordinance are in direct conflict with the provisions of such ordinances, in which event, the conflicting provisions of such ordinances are hereby repealed.

Section 6. The adoption of this Water Conservation and Drought Contingency Plan does not limit the ability of the Town of Northlake to prepare other plans, policies or strategies as may be required by the Town Council. Nothing within this plan shall be construed to limit the authority of the Mayor, the Town Council, or the Town Manager to declare emergencies or seek emergency relief under the provisions of any state or federal laws or disaster relief regulations.

Section 7. It is hereby declared to be the intention of the Northlake Town Council that the phrases, clauses, sentences, paragraphs, and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court or competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since same would have been enacted by the Town Council without the incorporation in this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

Section 8. It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be fined, upon conviction, in an amount not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

Section 9. The Town Secretary of the Town of Northlake is hereby directed to publish the Caption, Penalty and Effective Date of this ordinance in the official newspaper of the Town as required by Section 16.05 of the Town's Charter.

Section 10. This ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of the laws of the State of Texas.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

ARTICLE 12.08

WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN

§ 12.08.001 Declaration of policy, purpose, and intent.

- (a) In order to conserve the available water supply and protect the integrity of water supply facilities, with particular regard for domestic water use, sanitation, and fire protection, and to protect and preserve public health, welfare, and safety and minimize the adverse impacts of water supply shortage or other water supply emergency conditions, the Town hereby adopts the following regulations and restrictions on the delivery and consumption of water.
- (b) Water uses regulated or prohibited under this water conservation and drought contingency plan (the “Plan”) are considered to be nonessential and continuation of such uses during times of water shortage or other emergency water supply condition are deemed to constitute a waste of water which subjects the offender(s) to penalties as defined in section 12.08.009 of this Plan.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.002 Public education.

- (a) The Town will periodically provide the public with information about the Plan, including information about the conditions under which each stage of the Plan is to be initiated or terminated and the measures to be implemented in each stage. This information will be provided by the Director through ongoing programs designed to reach a wide variety of customers. These ongoing programs include public outreach to schools, civic groups, and other adult and child groups. The Director will distribute conservation and drought response brochures, and provide them to the general public. The Town website will be used to educate the public on conservation, and drought response, as well as other topics affecting water use practices.
- (b) At any time this Plan is initiated or terminated, the Town Manager or his/her designee shall notify the public by means of publication in a newspaper of general circulation, publication on the Town’s website, signs posted in public places, and may also provide notice by social media posts. Additionally, the Director or his/her designee shall directly notify the Mayor and members of the Town Council, the Fire Chief, the Police Chief, major water users, and any critical water users (i.e. hospitals).

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.003 Coordination with regional water planning groups.

The service area of the Town is located within region C water planning group. A copy of the Plan has been submitted to the region C group. Because a portion of the water supply is provided by Texas Regional Water District (“TRWD”), a copy of the Plan has been provided to them as well.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.004 Authorization.

The Town Manager, or his/her designee is hereby authorized and directed to implement the applicable provisions of this Plan upon determination that such implementation is necessary to protect public health, safety, and welfare. The Town Manager or his/her designee shall have the authority to initiate or terminate drought or other water supply emergency response measures as described in this Plan.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.005 Application.

The provisions of this Plan shall apply to all persons, customers, and property utilizing water provided retail by the Town. The terms “person” and “customer” as used in the Plan include individuals, corporations, partnerships, associations and all other legal entities.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.006 Definitions.

For the purposes of this Plan, the following definitions shall apply:

Aesthetic water use. Water use for ornamental or decorative purposes such as fountains, reflecting pools, and water gardens.

Areas of water service. Specific areas with unique and distinct water service delivery and characteristics, such as groundwater supplied and treated surface water supplied.

Commercial and institutional water use. Water use which is integral to the operations of commercial and nonprofit establishments and governmental entities, such as retail establishments, hotels and motels, restaurants, and office buildings.

Conservation. Those practices, techniques, and technologies that reduce the consumption of water, reduce the loss or waste of water, improve the efficiency in the use of water or increase the recycling and reuse of water so that a supply is conserved and made available for fixture or alternative uses.

Customer. Any person, company, or organization using water supplied by the Town.

Director. The Director of the Town or his/her duly authorized designee responsible for the Town’s water.

Domestic water use. Water use for personal needs or for household or sanitary purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Drought. Generally, a lack of adequate water to supply needs or replenish supplies used.

Landscape irrigation use. Water used for the irrigation and maintenance of landscaped areas, whether publicly or privately owned, including residential and commercial lawns, gardens, golf courses, parks, and rights-of-way and medians.

Mayor. The Mayor of the Town of Northlake or his/her duly authorized designee.

Nonessential water use. Water uses that are not essential or required for the protection of public health, safety, and welfare, including:

- (1) Irrigation of landscape areas, including parks, athletic fields, and golf courses, except otherwise provided by this Plan;
- (2) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle;
- (3) Use of water to wash down any sidewalks, walkways, driveways, parking lots, tennis courts, or other hard-surfaced areas;
- (4) Use of water to wash down buildings or structures for purposes other than the immediate fire protection;

- (5) Flushing gutters or permitting water to run or accumulate in any gutter or street;
- (6) Use of water to fill, refill, or add to any indoor or outdoor swimming pools or Jacuzzi-type pools;
- (7) Use of water in a fountain or pond for aesthetic or scenic purposes, except where necessary to support aquatic life;
- (8) Failure to repair a controllable leak(s) within a reasonable period after having been given notice directing the repair of such leak(s); and
- (9) Use of water from hydrants for construction purposes or any other purposes other than firefighting.

Person. Any person, entity, firm, partnership, association, corporation, company or organization of any kind.

Rationing. Limits the amount of water that can be used.

Restrictions. Limit how and when water may be used.

Town Secretary. The Town Secretary of the Town of Northlake or his/her duly authorized designee.

Water. Water taken from any public water supply or distribution system within the boundaries of the Town, potable or nonpotable, and means either raw or potable water.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.007 Initiation and termination of drought response stages.

- (a) **Monitoring.** All relevant components of the Town water system will be monitored to ensure timely response to water situations. The TRWD will monitor water supply and raw water delivery trends and potential system constraints. The Director will monitor supply, treatment and distribution system trends and potential constraints. Should trends show that any system is approaching trigger levels, more detailed monitoring will be implemented. At a minimum, during noncritical water supply periods, the monitoring and trending will take place monthly. During critical water supply periods the monitoring and trending will take place at least weekly, and if determined necessary, monitored even more frequently.
- (b) **Initiation of drought response.** When emergency or trigger conditions occur, the Director or his/her designee shall make recommendations to the Town Manager of the appropriate stage of the Plan to order. The Town Manager shall have the authority to initiate or terminate the appropriate drought response stage. Notification of the public will occur as set forth in section 12.08.002(b) above.
- (c) **Criteria.** Meeting or exceeding one or more trigger conditions will be sufficient cause to initiate corresponding Plan stage. The Director, or his/her designee may recommend that a stage not be initiated under these circumstances. Factors which may influence the recommendation and the Town Manager's decision include, but are not limited to, the time of the year, weather conditions, anticipation of replenished water supplies, or anticipation that facilities will be placed online to serve demand.
- (d) **Notification.** The Town will notify the executive director of the Texas Commission on Environmental Quality ("TCEQ") within five (5) business days of the implementation of any mandatory provisions of the emergency water management plan.
- (e) **Termination of drought response.** Termination of the drought measure will be announced, and the public shall be notified as set forth in section 12.08.002(b) above when all of the triggering conditions that initiated the drought measures have ceased to exist for a period of three (3) consecutive days.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.008 Water management stages.

(a) Year-round, water awareness.

(1) Actions available. Applied locally or to all customers, as necessary some or all may be initiated by the Town:

(A) Water customers requested to voluntarily reduce water use, to practice water conservation and to minimize water use for nonessential purposes.

(B) Initiate public information efforts to teach and encourage reduced water use.

(C)

Limit landscaping watering at each service address to twice every week based on the last digit of the address per the schedule below:

Last Digit of Address	Allowed Water Days
-----------------------	--------------------

Even - Residential	Wednesday and Saturday
--------------------	------------------------

Odd - Residential	Thursday and Sunday
-------------------	---------------------

All - Commercial	Tuesday and Friday
------------------	--------------------

(D) Require the public not to water between the hours of 10:00 am. to 6:00 p.m. for efficient use of irrigation water.

(xii) No watering will be allowed on Monday;

(E) Prior to filling any pool in excess of a ten- thousand (10,000) gallon capacity (aboveground or in-ground), the owner or the owner's representative shall apply for a scheduled filling date(s) and time with the Director. In establishing pool filling date(s) and time, the Director shall inspect the water level of the Town's domestic water storage tanks to ensure that sufficient water storage is on hand.

(b) Stage 1, water watch.

(1) Triggering criteria.

(A) The water available to the Town is equal to or less than 75% of usable storage;

(B) Demand exceeds 80% of deliverable capacity for three (3) consecutive days;

(C) Water demand equals a reduced delivery capacity, as determined by the Town, for all or part of the system due to supply or production capacity limitations including contamination of the system; or

(D) Pursuant to the requirements of any wholesale water purchase contract, notification is

received requesting initiation of Stage 1 of the Plan.

- (2) Actions available. Applied locally or all customers, as necessary, some or all may be initiated by the Town:
- (A) Initiate emergency engineering studies to evaluate alternatives should conditions worsen.
 - (B) Continue public information efforts regarding water supply conditions and conservation efforts.
 - (C) Begin mandatory water use restrictions as follows:
 - (i) Prohibit hosing off of sidewalks, driveways, parking lots, paved areas, tennis courts, or other hard-surfaced areas;
 - (ii) Prohibit wash down of buildings, windows or structures, other than for fire protection;
 - (iii) Operation of any ornamental fountain or pond for aesthetic or scenic purposes is prohibited, except where necessary to support aquatic life or where such fountains or ponds are equipped with a recirculation system;
 - (iv) Use of water to wash any motor vehicle, motorbike, boat, trailer, airplane or other vehicle is prohibited except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight. Such washing, when allowed, shall be done with a handheld bucket or a handheld hose equipped with a positive shutoff nozzle for quick rinses. Vehicle washing may be done at any time on the immediate premises of a commercial carwash or commercial service station. Further, such washing may be exempted from these regulations if the health, safety, and welfare of the public is contingent upon frequent vehicle cleansing, such as garbage trucks and vehicles used to transport food and perishables;
 - (v) Prohibit the flushing of gutters;
 - (vi) Use of water to fill, refill, or add to any indoor or outdoor swimming pools, wading pools, or Jacuzzi-type pools is prohibited, except on designated watering days between the hours of 12:00 midnight and 10:00 a.m. and between 8:00 p.m. and 12:00 midnight;
 - (vii) Use of water from hydrants shall be limited to firefighting, related activities, or other activities necessary to maintain public health, safety, and welfare, except that use of water from designated fire hydrants for construction purposes may be allowed under special permit from the Town;
 - (viii) Use of water for the irrigation of golf course greens, tees, and fairways is prohibited except on designated watering days between the hours 12:01 a.m. and 10:00 a.m. and between 8:00 p.m. and 11:59 p.m. However, if the golf course utilizes a water source other than that provided by the Town, the facility shall not be subject to these regulations;

- (ix) All restaurants are prohibited from serving water to patrons except upon request of the patron;
 - (x) Prohibit using water for dust control or in such a manner as to allow runoff or other water wastes;
 - (xi) The Town Manager or his/her designee may modify the above watering schedule to take into account areas of water service within the Town while adhering to the twice weekly watering schedule.
 - (xii) Require the public not to water between the hours of 10:00 a.m. to 6:00 p.m. for efficient use of irrigation water; and
 - (xiii) The lowest address number will identify apartments, office building complexes or other property containing multiple addresses. Where there are no numbers, a number will be assigned by the Director. These restrictions also apply to government facilities.
- (D) Exceptions to the above mandatory water use restrictions: Foundations and new plantings (first year) of trees and shrubs may be watered with a handheld or soaker hose on any day for up to 2 hours; nurseries may water plant stock only; public gardens may water without restrictions. Handheld watering by hose with automatic shutoff valve or by bucket may be done on any day. Restrictions do not apply to any location using private wells or wastewater effluent for irrigation.
- (E) A 10% rate increase shall be initiated for high water usage (commercial irrigation or residential meters with readings greater than forty-five thousand (45,000) gallons per month, per account, as may be amended by Town Code of Ordinances Appendix A: Section A4.002.
- (F) Require a reduction by area governmental agencies of nonessential water use and a reduction in landscape watering.
- (G) Encourage public to delay until the emergency water situation has passed to establish new landscaping.
- (H) Prohibit draining and refilling of existing pools and filling of new pools. Existing commercial, public and private swimming pools that are filled may add water to replace that lost during daily use.
- (3) Termination. All initiated measures will remain in effect until all of the conditions that triggered Stage 1 have ceased to exist for a period of three (3) consecutive days or until such time as the Director has determined that necessity for the initiated actions no longer exists. If Stage 1 is initiated because of excessive demands, all initiated actions will remain in effect through September 30th of the current year or until the Town Manager or his/her designee determines that these measures are no longer required.

(c) Stage 2, water warning.

(1) Triggering criteria.

- (A) The water available to the Town is equal to or less than sixty percent (60%) of usable storage;
- (B) Demand exceeds eighty five percent (85%) of deliverable capacity for three (3)

consecutive days;

- (C) Water demand exceeds a reduced delivery capacity for all or part of the system due to supply or production capacity limitations including contamination of the system; or
 - (D) Pursuant to the requirements of any wholesale water purchase contract, notification is received requesting initiation of Stage 2 of the Plan.
- (2) Actions available. Applied locally or to all customers, as necessary; some or all may be initiated:
- (A) Implement recommended engineering alternatives.
 - (B) Continue implementation of all restrictions from previous stages.
 - (C) Begin additional mandatory water use restrictions as follows:
 - (i) Prohibit residential or commercial landscape watering and carwashing between the hours of 10:00 a.m. and 6:00 p.m.
 - (ii) Limit landscaping watering at each service address to once every week based on the last digit of the address per the schedule below:

Last Digit of Address	Allowed Water Days
Even - Residential	Saturday
Odd - Residential	Thursday
All - Commercial	Tuesday

- (iii) No watering will be allowed on Monday, Wednesday, Friday and Sunday.
- (iv) The Town Manager or his/her designee may modify the above watering schedule to take into account areas of water service within the Town while adhering to the once weekly watering schedule.
- (v) A twenty percent (20%) rate increase shall be initiated for high water usage (commercial irrigation or residential meters with readings greater than forty-five thousand (45,000) gallons per month, per account, as may be amended by Town Code of Ordinances Appendix A: Section A4.002.
- (vi) Foundations, shrubs, and trees may be watered with soaker or handheld hose on the same weekly basis as landscapes (set forth in subsection (c)(2)(C) above) for up to two hours.
- (vii) Public gardens may water, but not between the hours of 10:00 a.m. and 6:00 p.m.
- (viii) Nurseries may water plant stock, but not between the hours of 10:00 a.m. and 6:00 p.m.

(ix) No new landscaping may be established during this period.

(x) No refilling of private pools. Commercial and public pools may refill water lost from normal daily use.

(3) Termination. All initiated actions will remain in effect until all of the conditions that triggered Stage 2 have ceased to exist for a period of three (3) consecutive days or until such time as the Director of Public Works has determined that necessity for the initiated actions no longer exists. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect through September 30th of the current year or until the Town Manager or his/her designee determines that these measures are no longer required.

(d) Stage 3, water emergency.

(1) Triggering criteria.

(A) The water available to the Town is equal to or less than 45% of usable storage;

(B) Demand exceeds 90% of deliverable capacity for three (3) consecutive days;

(C) Water demand seriously exceeds a reduced delivery capacity for all or part of the system due to supply or production capacity limitations including contamination of the system; or

(D) Pursuant to the requirements of any wholesale water purchase contract, notification is received requesting initiation of Stage 4 of the Plan.

(2) Actions available. Applied locally or to all customers, as necessary; some or all may be initiated:

(A) Continue implementation of all restrictions from previous stages.

(B) Begin additional mandatory water use restrictions as follows:

(i) Prohibit residential and commercial landscape watering, with the following exceptions:

a. Nurseries' plant stock may be watered, but not between the hours of 10:00 a.m. and 6:00 p.m. All watering must adhere to the weekly landscape watering schedule of subsection (c)(2)(C).

b. Public gardens may water, but not between the hours of 10:00 a.m. and 6:00 p.m. All watering must adhere to the weekly landscape watering schedule of subsection (c)(2)(C).

c. Foundations may be watered for a two-hour period, but not between the hours of 10:00 a.m. and 6:00 p.m. All watering must adhere to the weekly landscape watering schedule of subsection (c)(2)(C), and must be done with a soaker hose or a handheld hose with an automatic shut-off valve.

d. Any location using groundwater or wastewater effluent for irrigation.

e. A twenty percent (20%) rate increase shall be initiated for high water usage (commercial irrigation or residential meters with readings greater than thirty-thousand (30,000) gallons per month, per account, as may be amended by Town Code of Ordinances Appendix A: Section A4.002.

- (ii) Any and all washing of vehicles is prohibited, except vehicles that need to be washed for health, sanitation, or safety reasons, such as food carriers. Any vehicle washing must occur at a commercial carwash or commercial service station with a recirculating water system.
- (iii) No new landscaping may be established during this period.
- (iv) No refilling of private pools. Commercial and public pools may refill water lost from normal daily use.
- (C) All commercial water uses may be required to reduce water consumption by a percentage determined by the Town Manager or his/her designee.
- (3) Termination. All initiated actions will remain in effect until all of the conditions that triggered Stage 3 have ceased to exist for a period of three (3) consecutive days or until such time as the Director has determined that necessity for the initiated actions no longer exists. If Stage 3 is initiated because of excessive demands, all initiated actions will remain in effect through September 30th or until the Town Manager determines that these measures are no longer required.

(Ordinance 16-0609B adopted 6/9/16; Ordinance 20-1112C, sec. 6, adopted 11/12/20)

§ 12.08.009 Enforcement.

- (a) No person shall knowingly or intentionally allow the use of water from the Town for residential, commercial, industrial, agricultural, governmental, or any other purpose in a manner contrary to any provisions of this Plan, or an amount in excess of that permitted by the drought response stage in effect at the time pursuant to action taken by the Town Manager, or his/her designee, in accordance with provisions of this Plan.
- (b) Any person who violates this Plan is guilty of a misdemeanor. Each day that one or more of the provisions in this Plan is violated shall constitute a separate offense. If a person is convicted of 3 or more distinct violations of this Plan, the Director, shall, upon due notice to the customer, be authorized to discontinue water service to the premises where the violations occur. Services discontinued under such circumstances shall be restored only upon payment of reconnection charge, and any other costs incurred by the Town in discontinuing service. In addition, suitable assurance must be given to the Director that the same action will not be repeated while the Plan is in effect. Compliance with this Plan may also be sought through injunctive relief in the district court.
- (c) Any person, including a person classified as a water customer of the Town, in apparent control of the property where the violation occurs or originates shall be presumed to be the violator, and proof that the violation occurred on the person's property shall constitute a reputable presumption that the person in apparent control of the property committed the violation, but any such person shall have the right to show he/she did not commit the violation. Parents shall be presumed to be responsible for violations of their minor children and proof that a violation, committed by a child, occurred on the property within the parent's control shall constitute a reputable presumption that the parent committed the violation, but any such parent may be excused if he/she proves that he/she had previously directed the child not to use the water as it was used in violation of this Plan and that the parent could not have reasonably known of the violation.
- (d) Any employee of the Town, police officer, or other employee designated by the Director, may issue a citation to a person he/she reasonable believes to be in violation of this Plan. The citation shall be prepared in duplicate and shall contain the name and address of the alleged violator, if known; the offense charged and shall direct him/her to appear in the municipal court, on the date shown on the citation.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.010 Private water well exception.

- (a) Any person who maintains or uses private water wells for other than domestic water use (such as landscape irrigation) is exempt from the requirements, restrictions and limitations of the water management stages of this Plan. Individuals with private water wells are, however, encouraged by the Town to abide by the Plan and its water conservation goals in order to protect long-term water supplies.
- (b) At any time this Plan is initiated, to be entitled to such exemption, any such person shall be required to post notice of such private water well use. Each person shall pay for an appropriate sign, which will be provided by the Town indicating a private water well supply. The sign shall be placed in the yard in close proximity to the Town's water meter indicating private water well use until such time as the Plan has been terminated.
- (c) Private well owners must register their well and type of well with the Public Works Department.
- (d) Failure to post the required sign or to register any private well during Stage 2 through Stage 4 water management stages, shall result in the loss of the exemption from the landscaping water requirements.
- (e) This provision only applies to owners of private water wells that are also Town water customers with a water meter and account with the Town.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.011 Variances.

- (a) The Director, or his/her designee, may, in writing, grant temporary variance for existing water uses otherwise prohibited under this Plan, if it is determined that failure to grant such variance would cause an emergency condition adversely affecting the health, sanitation, or fire for the public or the person requesting such variance and if one or more of the following conditions are met:
 - (1) Compliance with this Plan cannot be technically accomplished during the duration of the water supply shortage or other condition for which the Plan is in effect.
 - (2) Alternative methods can be implemented which will achieve the same level of reduction in water use.
- (b) Persons requesting an exemption from the provisions of this Plan shall file a petition for variance with the Town within five (5) days after the Plan for a particular drought response stage has been invoked. All petitions for variances shall be reviewed by the Director, or his/her designee, and shall include the following:
 - (1) Name and address of the petitioner(s).
 - (2) Purpose of water use.
 - (3) Specific provision(s) of the Plan from which the petitioner is requesting relief.
 - (4) Detailed statement as to how the specific provision of the Plan adversely affected the petitioner or what damage or harm will occur to the petitioner or others if the petitioner complies with this Plan.
 - (5) Description of the relief requested.
 - (6) Period of time for which the variance is sought.

- (7) Alternative water use restrictions or other measures the petitioner is taking or proposes to take to meet the intent of this Plan and the compliance date.
- (8) Other pertinent information.
- (c) Variances wanted by the Town shall be subject to the following conditions unless waived or modified by the Director:
 - (1) Variances granted shall include a timetable for compliance.
 - (2) Variances granted shall expire when the Plan is no longer in effect, unless the petitioner has failed to meet specified requirements.
- (d) No variance shall be retroactive or otherwise justify any violation of the Plan occurring prior to the issuance of the variance.

(Ordinance 16-0609B adopted 6/9/16)

§ 12.08.012 Water wasting.

“Water wasting” means to permit or cause water flow, spray, or otherwise move or discharge water from the premises to or upon the street, alley, or public right-of-way, ditch or drain, or failing to repair a leak in a private plumbing system or in an irrigation system within five (5) working days of the discovery or notification of such. Any violation of this section is punishable as set forth in the general penalty provision found in section 1.01.009 of this code.

(Ordinance 16-0609B adopted 6/9/16)

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: StarCenter Lease and Operating Agreement
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute the first amendment to Northlake StarCenter Lease and Operating Agreement to update exhibits for the site plan, property description, and parking area
GOALS/ OBJECTIVES: Promote Economic Vitality; 6.3 - Build out sports and entertainment corridor

BACKGROUND INFORMATION:

- Town entered into lease and operating agreement for the Northlake StarCenter on December 14, 2023
 - Following exhibits had not been finalized at date of execution:
 - Exhibit A - Description of Land
 - Exhibit B - Depiction of Parking Area
 - Lease agreement contemplated exhibits to be finalized in Exhibit Amendment
- Proposed First Amendment to Northlake StarCenter Lease and Operating Agreement
 - Adds following exhibits that have now been finalized after initial planning
 - Exhibit A-1 - Site Plan
 - Exhibit A-2 - Depiction and Description of Land
 - Exhibit B - Parking Area

COUNCIL ACTION/DIRECTION:

Approve first amendment of Northlake StarCenter Lease and Operating Agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE THE FIRST AMENDMENT TO NORTHLAKE STARCENTER LEASE AND OPERATING AGREEMENT TO UPDATE EXHIBITS FOR THE SITE PLAN, PROPERTY DESCRIPTION, AND PARKING AREA; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas (the "Town") and DSE Hockey Centers, L.P. (the "Tenant") entered into a Lease and Operating Agreement on December 14th, 2023 (the "Lease"), and

WHEREAS, the Lease contemplated that the exhibits and other terms and conditions of the Lease may be amended through an Exhibit Amendment pursuant to Section 17.7; and

WHEREAS, the Town desires to amend the Lease as set forth in the First Amendment attached hereto as "Exhibit A".

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

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

Section 2. The Town Manager is authorized to execute the first amendment to the Northlake StarCenter Lease and Operating Agreement as attached hereto as "Exhibit A."

Section 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

**FIRST AMENDMENT TO NORTHLAKE STARCENTER
LEASE AND OPERATING AGREEMENT**

This First Amendment to the Northlake StarCenter Lease and Operating Agreement (“**First Amendment**”) is entered into as of the ____ day of _____, 2024 (the “**Effective Date**”), by and between the Town of Northlake, a Texas home-rule municipality (“**Landlord**” or “**Town**”), and DSE Hockey Centers, L.P., a Delaware limited partnership (“**Tenant**”) (Landlord/Town and Tenant may sometimes hereafter be referred to collectively as the “**Parties**”).

RECITALS:

WHEREAS, the Parties entered into a Lease and Operating Agreement on December 14th, 2023 (the “Lease”), and

WHEREAS, the Lease contemplated that the exhibits and other terms and conditions of the Lease may be amended through an Exhibit Amendment pursuant to Section 17.7, and the provisions relating to the Exhibit Amendment in the Lease are now satisfied through this First Amendment; and

WHEREAS, the Parties desire to amend the Lease as herein set forth in this First Amendment, and

WHEREAS, the recitals in the Lease are incorporated into this First Amendment as if fully set forth herein, and defined terms shall have the meaning as assigned to such terms in the Lease, unless otherwise defined herein.

AGREEMENT:

NOW, THEREFORE, for and in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **The Site Plan.** The parties agree that **Exhibit A-1**, which is attached to this First Amendment identifies the approved Site Plan for the Project and, in the event of a conflict, hereby replaces and supersedes the original **Exhibit A**.
2. **Exhibit A – Depiction and Description of Land.** The Parties agree that the depiction and legal description, which is attached hereto as **Exhibit A-2**, is the correct legal description of the land and identifies the Leased Premises, and in the event of a conflict **Exhibit A-2** hereby replaces and supersedes the original **Exhibit A**.
3. **Exhibit B – Parking Area.** The Parties agree that the parking area map which is attached hereto as **Exhibit B**, is hereby incorporated into and made a part of the Lease and satisfies the conditions of the Lease relating to the Parking Area.
4. Except as amended herein, the all other terms and conditions of the Lease shall remain in full force and effect. This First Amendment may be executed in any

number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The execution of this First Amendment may be accomplished by facsimile or electronic signatures and shall be deemed fully executed upon the exchange among the parties of signed facsimile or electronic copies of this First Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed by their duly authorized officers and to be effective as of the day, month, and year first above written.

LANDLORD:

TOWN OF NORTHLAKE, TEXAS

By: _____
Name: Drew Corn
Title: Town Manager

TENANT:

DSE HOCKEY CENTERS, L.P.,
a Delaware limited partnership

By: DSE Hockey Centers GP, Inc.
Its general partner

By: _____
Name: Damon Boettcher
Title: Senior Vice President, StarCenter
Facilities

Site Plan



Exhibit “A-2”

Depiction and Description of Land

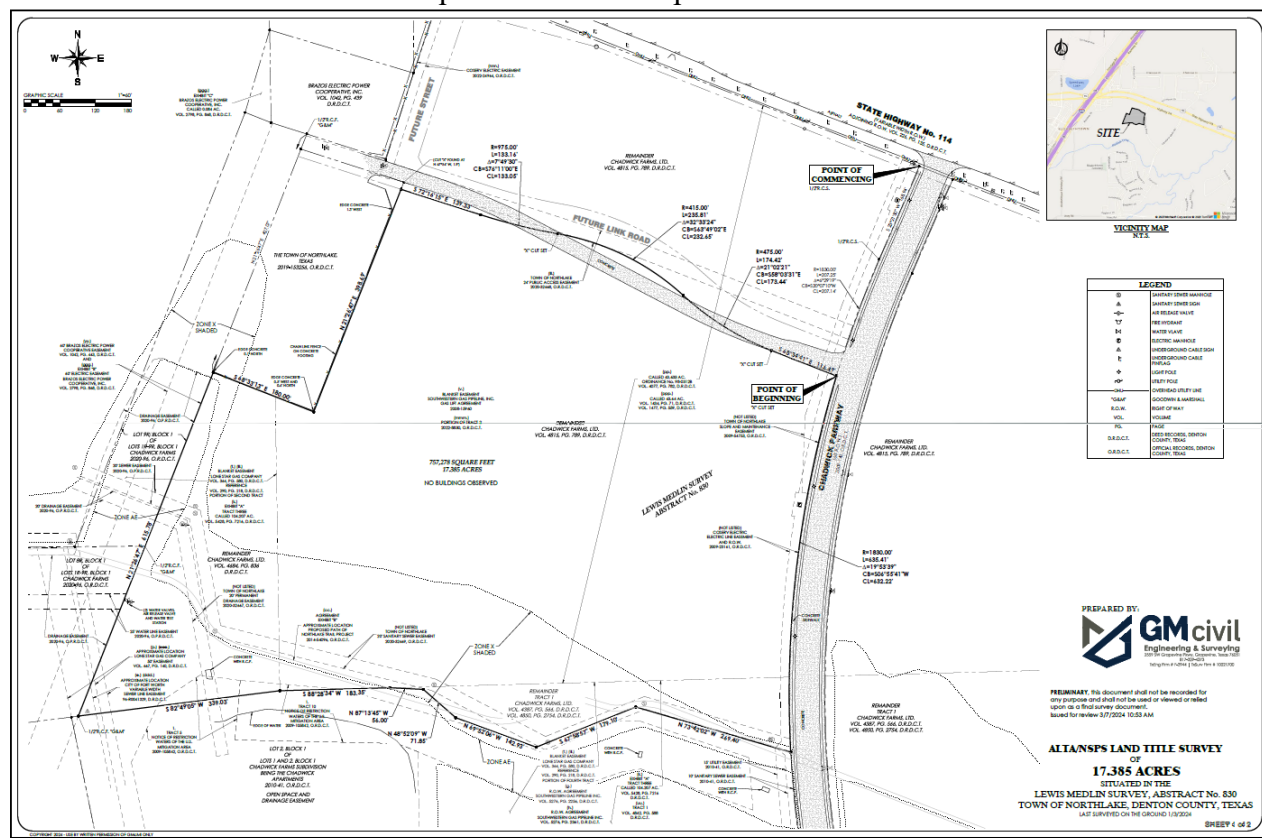


Exhibit "A-2"
LEGAL DESCRIPTION

BEING a tract of land situated the Lewis Medlin Survey, Abstract No. 830, Town of Northlake, Denton County, Texas, being a portion of those tracts of land as described in deeds to Chadwick Farms, Ltd., recorded in Volume 4815, Page 789, Volume 4684, Page 836, and Tract 1 recorded in Volume 4387, Page 566 & Volume 4850, Page 2754, Deed Records, Denton County, Texas (DRDCT), and being more particularly described as follows:

COMMENCING at a 1/2" rebar capped GMCIVIL set at the intersection of the southerly line of State Highway No. 114 (variable width R.O.W., adjoining R.O.W. per Volume 226, Page 135, DRDCT) and the west line of Chadwick Parkway (60' R.O.W. per 2009-142, Official Records, Denton County, Texas);

THENCE along the west line of said Chadwick Parkway, as follows:

South 23 degrees 21 minutes 50 seconds West, a distance of 168.94 feet to a 1/2" rebar capped GMCIVIL set at the beginning of a tangent curve to the left, having a radius of 1,830.00 feet;

Southwesterly, along said curve, having a central angle of 06 degrees 29 minutes 19 seconds, an arc distance of 207.25 feet, and a chord that bears South 20 degrees 07 minutes 10 seconds West, 207.14 feet to a cut X in concrete set at the POINT OF BEGINNING of the herein described tract of land;

THENCE Southwesterly, along the west line of said Chadwick Parkway, along a curve to the left having a radius of 1830.00 feet, a central angle of 19 degrees 53 minutes 39 seconds, an arc distance of 635.41 feet, and a chord that bears South 06 degrees 55 minutes 41 seconds West, 632.22 feet to a 1/2" rebar capped GMCIVIL set at the southeast corner of the herein described tract and the northeast corner of Lot 2, Block 1 of the final plat of Lots 1 and 2, Block 1, Chadwick Farms Subdivision, being The Chadwick Apartments, an addition to the Town of Northlake, Denton County, Texas as recorded in 2010-41, Official Records, Denton County, Texas (ORDCT);

THENCE departing the west line of said Chadwick Parkway, along the north line of said Lot 2, Block 1 of Chadwick Farms Subdivision, as follows:

North 73 degrees 42 minutes 02 seconds West, a distance of 269.40 feet to a 1/2" rebar capped GMCIVIL set;

South 67 degrees 58 minutes 57 seconds West, a distance of 179.10 feet to a 1/2" rebar capped GMCIVIL set;

North 69 degrees 52 minutes 06 seconds West, a distance of 142.93 feet to a 1/2" rebar capped GMCIVIL set;

North 48 degrees 52 minutes 09 seconds West, a distance of 71.85 feet to a 1/2" rebar capped GMCIVIL set;

North 87 degrees 13 minutes 45 seconds West, a distance of 56.00 feet to a 1/2" rebar capped GMCIVIL set;

South 88 degrees 28 minutes 34 seconds West, a distance of 183.35 feet to a 1/2" rebar GMCIVIL set;

South 82 degrees 49 minutes 05 seconds West, a distance of 339.03 feet to a 1/2" rebar capped GOODWIN & MARSHALL found at the southeast corner of Lot 8R, Block 1 of the amending final plat of Lots 1R-9R, Block 1, Chadwick Farms, an addition to the Town of Northlake, Denton County, Texas as recorded in 2020-96, ORDCT;

THENCE North 21 degrees 26 minutes 47 seconds East, departing the north line of said Lot 2, Block 1 of Chadwick Farms Subdivision, along the east line of said Chadwick Farms, at a distance of 304.31 feet passing a 1/2" rebar capped GOODWIN & MARSHALL found at the northeast corner of said Lot 8R and the southeast corner of said Lot 9R of said Chadwick Farms, continuing a total distance of 615.78 feet to a 1/2" rebar capped GMCIVIL set at the most westerly corner of a tract of land as described in deed to The Town of Northlake, Texas, recorded in 2019-153256, ORDCT, from which a 1/2" rebar capped GOODWIN & MARSHALL found at the northeast corner of said Lot 9R bears North 21 degrees 26 minutes 47 seconds East, 427.07 feet;

THENCE South 68 degrees 33 minutes 13 seconds East, departing the east line of said Lot 9R, along the southerly line of said Town of Northlake tract, a distance of 180.00 feet to a 1/2" rebar capped GMCIVIL set at the southeast corner of said Town of Northlake tract;

THENCE North 21 degrees 26 minutes 47 seconds East, along the easterly line of said Town of Northlake tract, a distance of 398.69 feet to a 1/2" rebar capped GMCIVIL set at the most northerly northwest corner of the herein described tract;

THENCE departing the easterly line of said Town of Northlake tract, across said Chadwick Farms tract, as follows:
South 72 degrees 16 minutes 15 seconds East, a distance of 139.33 feet to a 1/2" rebar capped GMCIVIL set at the beginning of a tangent curve to the left, having a radius of 975.00 feet;

Southeasterly, along said curve, having a central angle of 07 degrees 49 minutes 30 seconds, an arc distance of 133.16 feet, and a chord that bears South 76 degrees 11 minutes 00 seconds East, 133.05 feet to a cut X in concrete set at the beginning of a reverse curve to the right, having a radius of 415.00 feet;

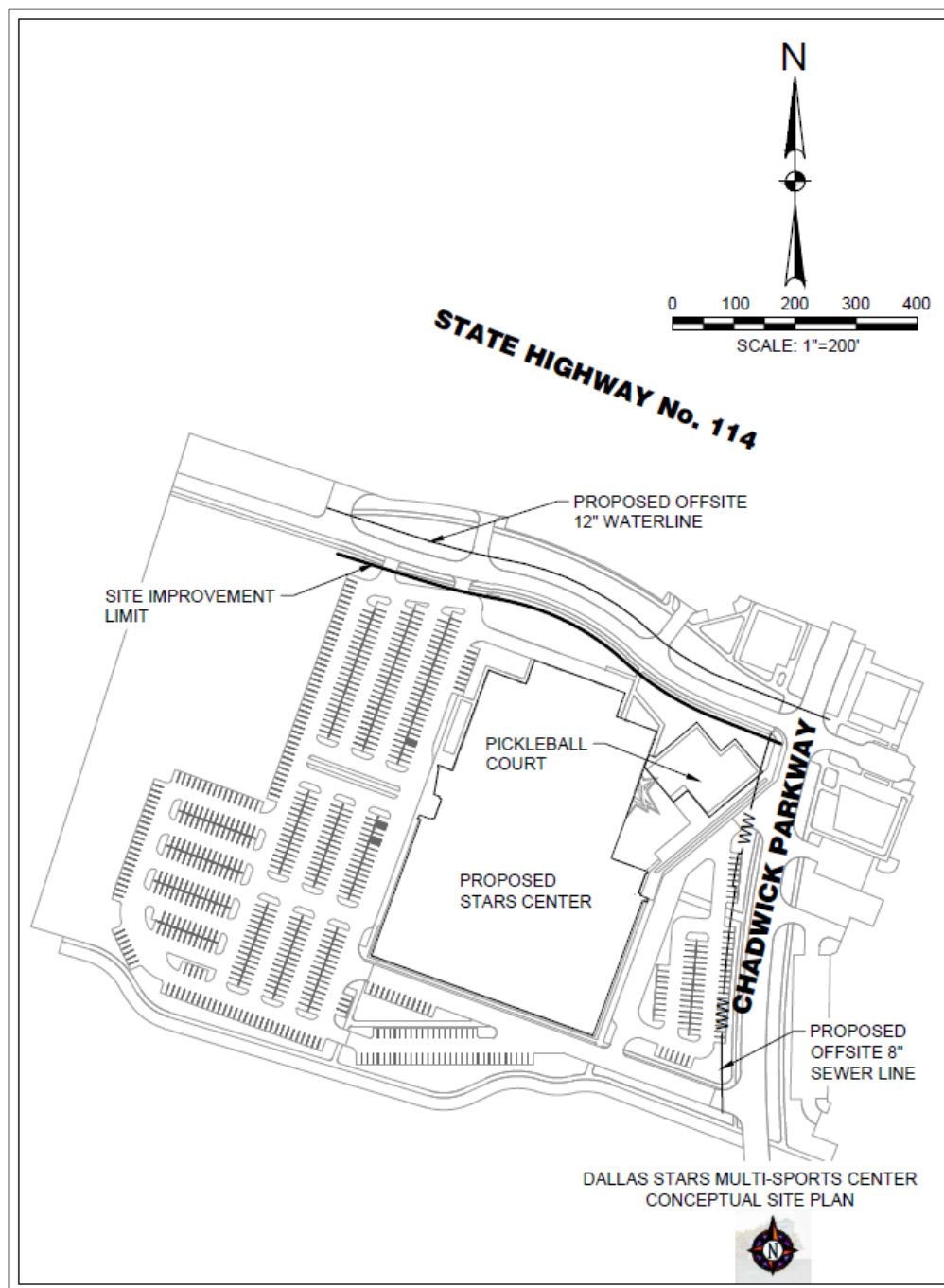
Southeasterly, along said curve, having a central angle of 32 degrees 33 minutes 24 seconds, an arc distance of 235.81 feet, and a chord that bears South 63 degrees 49 minutes 02 seconds East, 232.65 feet to a 1/2" rebar capped GMCIVIL set at the beginning of a reverse curve to the left, having a radius of 475.00 feet;

Southeasterly, along said curve, having a central angle of 21 degrees 02 minutes 21 seconds, an arc distance of 174.42 feet, and a chord that bears South 58 degrees 03 minutes 31 seconds East, 173.44 feet to a cut X in concrete set at the end of said curve;

South 68 degrees 34 minutes 41 seconds East, tangent to said curve, a distance of 116.49 feet to the POINT OF BEGINNING and containing 757,278 square feet or 17.385 acres of land.

Exhibit "B"

Parking Area



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
Section: 5. ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Unified Development Code (UDC)

SUBJECT: Consider a recommendation on a Specific Use Permit (SUP) for Church/Place of Worship; Day Care; and School, Primary and Secondary (Private) uses on a 16.29-acre lot, being Lot 1, Block 25, Chadwick Farms Addition, generally located south of Chadwick Parkway and west of Cleveland-Gibbs Road at 15701 Cleveland-Gibbs Road, and zoned Rural Residential (RR) - Case # 24-SUP00001

- i. Public Hearing
- ii. Consider Recommendation

GOALS/ OBJECTIVES: Plan Intentionally and Responsibly; 3.1 - Identify and plan for changes in codes and zoning that enhance desired development

BACKGROUND INFORMATION:

Site: 16.29-acre lot, being Lot 1, Block 25, Chadwick Farms Addition, generally located south of Chadwick Parkway and west of Cleveland-Gibbs Road at 15701 Cleveland-Gibbs Road.

Owner: St. Peter Lutheran Church and Preschool

Applicant: McAdams

Background: St. Peter Church has an existing facility on the site used as both a church and preschool. The church plans to build a 24,168 square-foot building to expand its preschool program and add first through sixth grades. The site was located in the City of Fort Worth at the time of its initial development. It has since been disannexed by Fort Worth and annexed by Northlake. Per the UDC, the site was zoned Rural Residential (RR) upon annexation. RR zoning does not allow Church/Place of Worship, Day Care (preschool), or School, Primary or Secondary (Private) uses by right. The current uses are grandfathered as non-conforming uses that were established prior to annexation. The expansion of the existing uses and proposed new use, "School, Primary or Secondary (Private)" require approval of a Specific Use Permit (SUP).

Proposed Uses:

- Church/Place of Worship
- Day Care (preschool)
- School, Primary or Secondary (Private)

Staff Analysis: Staff has reviewed this application in accordance with the Unified Development Code (UDC). The applicant has provided a specific use permit (SUP) application with a site plan in accordance with the UDC. The SUP application appears to meet the minimum requirements outlined in the UDC for consideration. The proposed location of the school addition shown on the site plan meets all setback requirements as outlined in the Unified Development Code (UDC). The following criteria for approval of an SUP is outlined in the UDC.

1. The proposed use at the specified location is consistent with the policies embodied in the adopted Comprehensive Plan;

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;
3. The proposed use is compatible with and preserves the character and integrity of adjacent developments and neighborhoods, and includes improvements either on-site or within the public rights-of-way to mitigate development related adverse impacts, such as traffic, noise, odors, visual nuisances, drainage or other similar adverse effects to adjacent development and neighborhoods;
4. The proposed use does not generate pedestrian and vehicular traffic which will be hazardous or conflict with the existing and anticipated traffic in the neighborhood;
5. The proposed use incorporates roadway adjustments, traffic control devices or mechanisms, and access restrictions to control traffic flow or divert traffic as may be needed to reduce or eliminate development generated traffic on neighborhood streets;
6. The proposed use incorporates features to minimize adverse effects, including visual impacts, of the proposed use on adjacent properties;
7. The proposed use meets the standards for the zoning district, or to the extent variations from such standards have been requested, that such variations are necessary to render the use compatible with adjoining development and the neighborhood;
8. The proposed use and associated site plan promote the health, safety or general welfare of the Town and the safe, orderly, efficient and healthful development of the Town; or
9. Other criteria which, at the discretion of the P&Z and Town Council are deemed relevant and important in the consideration of the SUP.

The site plan companion item will become an exhibit to the SUP. Any conditions of SUP approval may be reflected on the site plan or other exhibits as necessary. Please reference the previous item for the proposed site plan.

Public Hearing:

A public hearing is required prior to acting on the SUP request. Public hearing notices were mailed to Northlake property owners within 200 feet, signs posted, and notice was published in the Denton Record Chronicle and on the Town's website. As of June 7th no written comments have been received.

COUNCIL ACTION:

- Hold public hearing
- Consider approval, approval with conditions, or disapproval of specific use permit (SUP) request



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING ORDINANCE NO. 13-0124A, THE NORTHLAKE UNIFIED DEVELOPMENT CODE AS AMENDED, BY APPROVING A SPECIFIC USE PERMIT ("SUP") TO AUTHORIZE CHURCH/PLACE OF WORSHIP; DAY CARE; AND SCHOOL, PRIMARY AND SECONDARY (PRIVATE) USES IN ACCORDANCE WITH CERTAIN CONDITIONS ON AN EXISTING 16.942-ACRE TRACT OF LAND SITUATED IN THE LEWIS MEDLIN SURVEY, ABSTRACT NO. 830, AND BEING LOT 1, BLOCK 25, CHADWICK FARMS ADDITION; PROVIDING CERTAIN REGULATIONS FOR SAID SUP IN ACCORDANCE WITH THE EXHIBITS ATTACHED HERETO AND WITH THE REQUIREMENTS OF THE UNIFIED DEVELOPMENT CODE AND ALL OTHER APPLICABLE ORDINANCES OF THE TOWN; PROVIDING THAT THE ZONING MAP SHALL INDICATE "RR – SUP" FOR THE SUBJECT PROPERTY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING THAT THIS ORDINANCE IS CUMULATIVE; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, as an incorporated municipality in the State of Texas, has been given the authority by Chapter 211 of the Local Government Code to establish zoning and amend zoning in accordance with Chapter 211; and

WHEREAS, the Town Council of the Town of Northlake heretofore adopted Ordinance No. 13-0124A establishing the Unified Development Code which contains the zoning regulations of the Town of Northlake; and

WHEREAS, the zoning regulations provide for Church/Place of Worship; Day Care; and School, Primary and Secondary (Private) uses in the Rural Residential zoning district with approval of a "SUP" Specific Use Permit; and

WHEREAS, an application has been filed by the owner of certain property known as a 16.942-acre tract of land located in the Lewis Medlin Survey, Abstract No. 830, within Denton County, Texas, and being Lot 1, Block 25, Chadwick Farms Addition, according to the plat thereof recorded as Doc Number 2010-2 in the Plat Records, Denton County, Texas, attached hereto as Exhibit "A", to change the zoning classification from "RR" Rural Residential to "RR – SUP"; and

WHEREAS, all requirements of Chapter 211 of the Local Government Code, and all other laws dealing with notice, publication, and procedural requirements for zoning of property have been complied with; and

WHEREAS, upon review and consideration of the Planning and Zoning Commission following a public hearing at their meeting on May 21, 2024, the Planning and Zoning Commission recommended approval of the Specific Use Permit as provided herein; and

WHEREAS, a public hearing was held by the Town Council of the Town of Northlake on June 13, 2024 with respect to the SUP zoning application described herein; and

WHEREAS, the Town Council of the Town of Northlake does hereby deem it advisable and in the public interest to approve a Specific Use Permit for Church/Place of Worship; Day Care; and School, Primary and Secondary (Private) uses on this property.

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

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

Section 2. The 16.942-acre tract of land located in the Lewis Medlin Survey, Abstract No. 830, within Denton County, Texas, and being Lot 1, Block 25, Chadwick Farms Addition, according to the plat thereof recorded as Doc Number 2010-2 in the Plat Records, Denton County, Texas, attached hereto as Exhibit "A" shall be zoned "RR – SUP " Rural Residential – Specific Use Permit with the Site Plan as provided in Exhibit "B".

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

Section 4. With the exception of those Ordinances expressly repealed herein, this Ordinance shall be cumulative of all provisions of Ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such Ordinances, in which event the more stringent provision shall apply and the less stringent provision, whether contained within this Ordinance or in any prior Ordinance of the Town, whether codified or un-codified, is hereby repealed to the extent of the conflict, but all other provisions of the Ordinances of the Town, whether codified or un-codified, which are not in conflict with the provisions of the Ordinance, shall remain in full force and effect.

Section 5. All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of this Ordinance, or any other Ordinances affecting the matters addressed herein, which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by the Ordinance but may be prosecuted until final disposition by the courts.

Section 6. The Town Secretary of the Town of Northlake is hereby directed to publish the caption, penalty clause, publication clause, and effective date clause of this Ordinance.

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

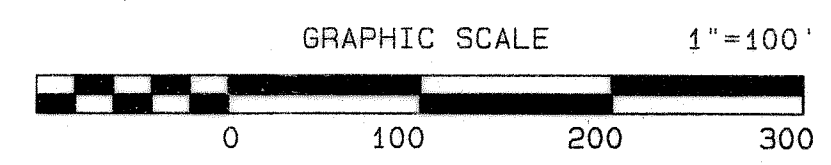
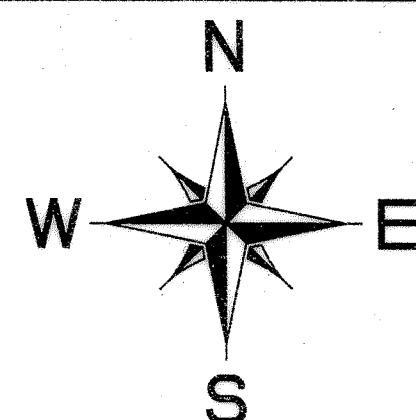
PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

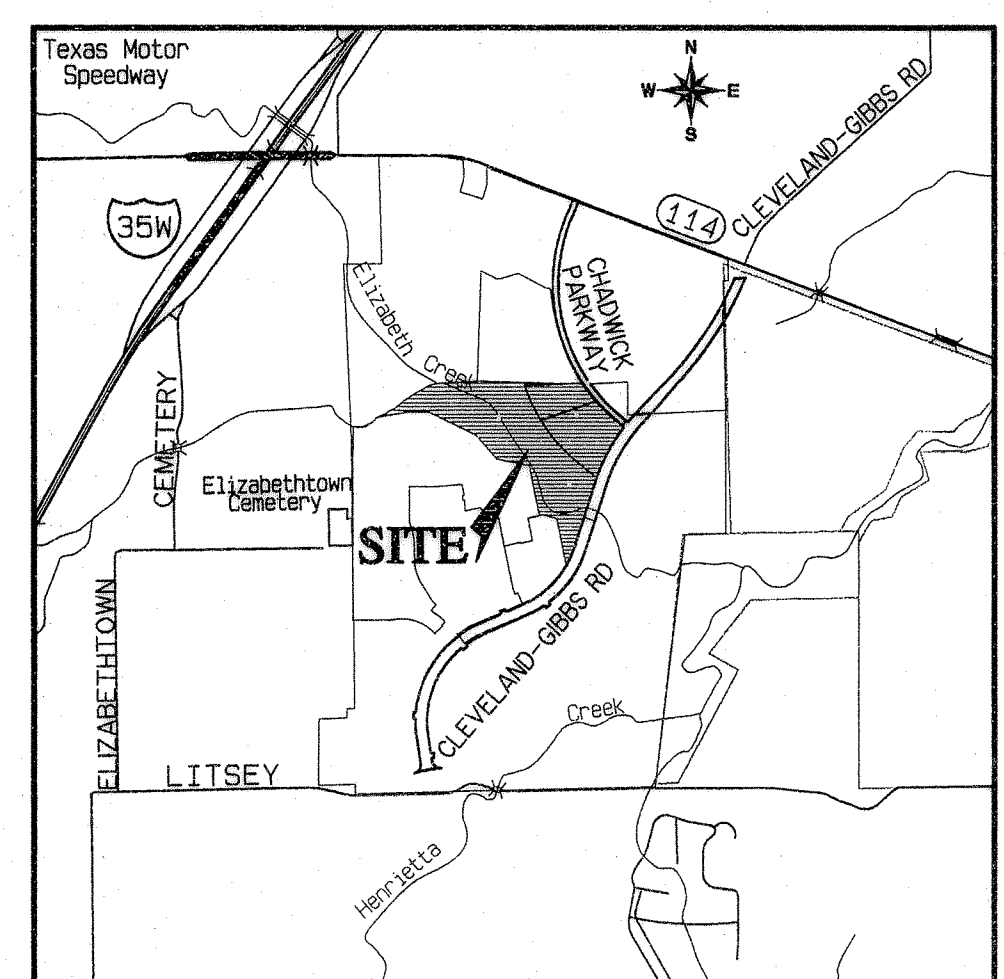
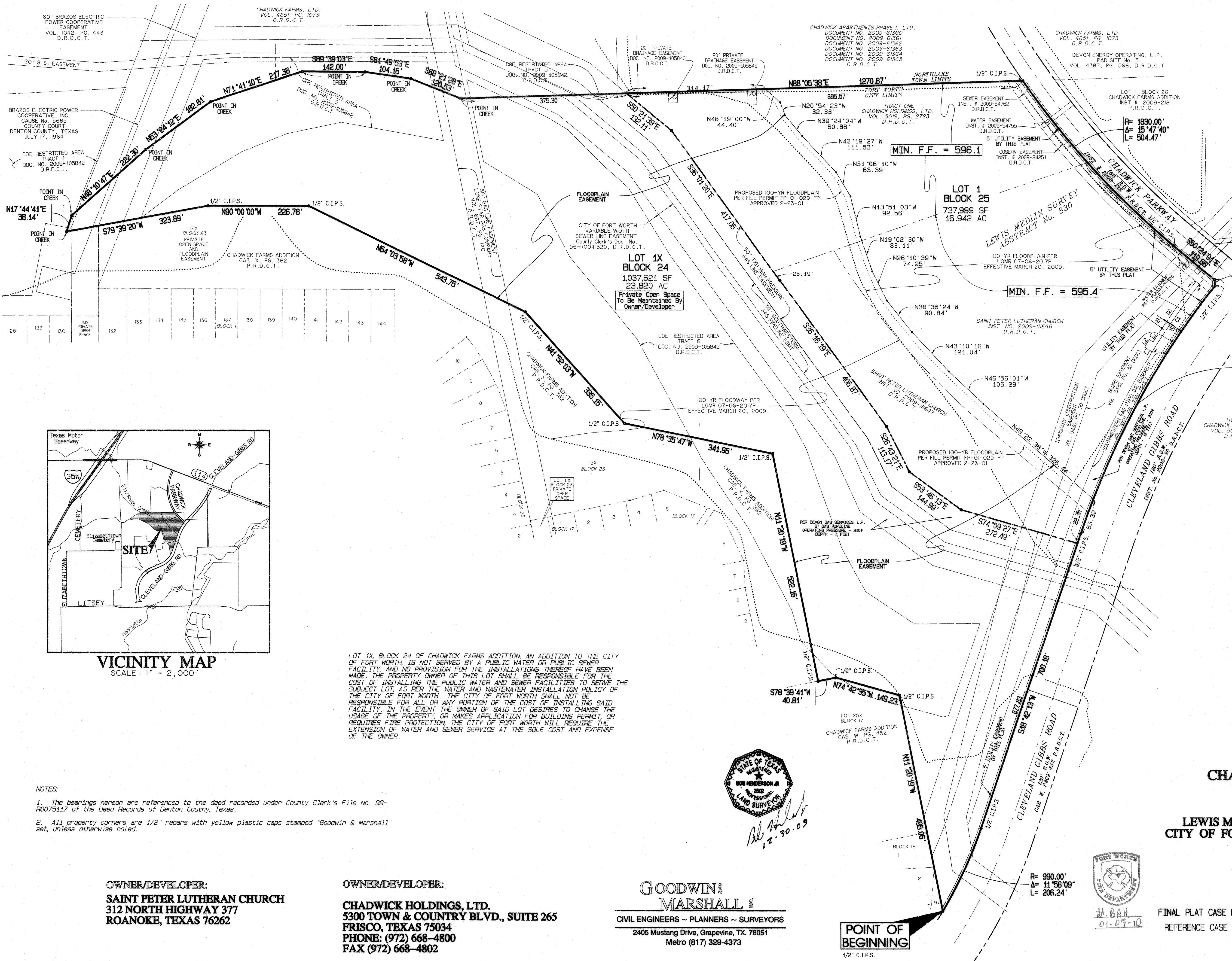
Attest:

Zolaina Parker, Town Secretary



UTILITY EASEMENT CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD
C1	1890.00'	5°39'11"	186.48'	S34°57'14"W	186.40'
C2	1900.00'	5°03'38"	167.81'	N35°15'36"E	167.76'

UTILITY EASEMENT LINE TABLE		
LINE	BEARING	DISTANCE
L1	N68°02'22"W	20.00'
L2	N32°25'32"E	20.00'
L3	S58°02'22"E	10.00'



VICINITY MAP
SCALE: 1" = 2,000'

LOT 1X, BLOCK 24 OF CHADWICK FARMS ADDITION, AN ADDITION TO THE CITY OF FORT WORTH, IS NOT SERVED BY A PUBLIC WATER OR PUBLIC SEWER FACILITY, AND NO PROVISION FOR THE INSTALLATIONS THEREOF HAVE BEEN MADE. THE PROPERTY OWNER OF THIS LOT SHALL BE RESPONSIBLE FOR THE COST OF INSTALLING THE PUBLIC WATER AND SEWER FACILITIES TO SERVE THE SUBJECT LOT, AS PER THE WATER AND WASTEWATER INSTALLATION POLICY OF THE CITY OF FORT WORTH. THE CITY OF FORT WORTH SHALL NOT BE RESPONSIBLE FOR ALL OR ANY PORTION OF THE COST OF INSTALLING SAID FACILITY. IN THE EVENT THE OWNER OF SAID LOT DESIRES TO CHANGE THE USAGE OF THE PROPERTY, OR MAKES APPLICATION FOR BUILDING PERMIT, OR REQUIRES FIRE PROTECTION, THE CITY OF FORT WORTH WILL REQUIRE THE EXTENSION OF WATER AND SEWER SERVICE AT THE SOLE COST AND EXPENSE OF THE OWNER.

- NOTES:
1. The bearings hereon are referenced to the deed recorded under County Clerk's File No. 99-R0075117 of the Deed Records of Denton County, Texas.
 2. All property corners are 1/2" rebar's with yellow plastic caps stamped "Goodwin & Marshall" set, unless otherwise noted.

OWNER/DEVELOPER:
SAINT PETER LUTHERAN CHURCH
312 NORTH HIGHWAY 377
ROANOKE, TEXAS 76262

OWNER/DEVELOPER:
CHADWICK HOLDINGS, LTD.
5300 TOWN & COUNTRY BLVD., SUITE 265
FRISCO, TEXAS 75034
PHONE: (972) 668-4800
FAX (972) 668-4802

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, TX. 76051
Metro (817) 329-4373

POINT OF BEGINNING
1/2" C.I.P.S.

FORT WORTH	
CITY PLAN COMMISSION CITY OF FORT WORTH, TEXAS	
THIS PLAT IS VALID ONLY IF RECORDED WITHIN NINETY (90) DAYS AFTER DATE OF APPROVAL.	
Plat Approval Date: 1/8/2010	
By: <i>[Signature]</i>	Chairman
By: <i>[Signature]</i>	Secretary

FINAL PLAT
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25
CHADWICK FARMS ADDITION
BEING
40.763 ACRES
SITUATED IN THE
LEWIS MEDLIN SURVEY, ABSTRACT No. 830,
CITY OF FORT WORTH, DENTON COUNTY, TEXAS
1 NON-RESIDENTIAL LOT
1 GREEN SPACE LOT
SEPTEMBER, 2009

FINAL PLAT CASE No. FP-009-023
REFERENCE CASE No. PP-03-095

Filed for Record in:
Denton County
On: Jan 11, 2010 at 02:41P
As a
PLAT
CHADWICK FARMS ADD FINAL PLAT
Doc Number: 2010-
No of Pages: 2
Amount: 100.00
Receipt Number - 650068
By:
Delen Fahrens

STATE OF TEXAS
COUNTY OF DENTON

WHEREAS CHADWICK HOLDINGS, LTD. and SAINT PETER LUTHERAN CHURCH are the owners of a 40.763 acre tract of land in the Lewis Medlin Survey, Abstract No. 830, situated in the City of Fort Worth, Denton County, Texas and being a portion of that tract described to Chadwick Holdings, LTD. by deed recorded in Volume 5049, Page 2723 of the Deed Records of Denton County, Texas (DRDCT) and being all of those two tracts conveyed to Saint Peter Lutheran Church by deeds recorded in Instruments No. 2009-111646 and 2009-111647 DRDCT, and being more particularly described as follows:

BEGINNING at a capped 1/2" iron pin set at the intersection of the northwesterly right-of-way line of Cleveland-Gibbs Road (120' R.O.W.) with the easterly line of Lot 9X, Block 16 of Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas as recorded in Cabinet W, Page 452 of the Plat Records of Denton County, Texas (PRDCT);

THENCE N 11°20'19" W along the easterly line of said Chadwick Farms Addition as recorded in Cabinet M, Page 452 PRDCT, a distance of 495.06 feet to a capped 1/2" iron pin set;

THENCE N 74°42'35" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet M, Page 452 PRDCT, a distance of 149.23 feet to a capped 1/2" iron pin set;

THENCE S 78°39'41" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet M, Page 452 PRDCT, a distance of 40.81 feet to a capped 1/2" iron pin set, said capped iron pin also being the southeast corner of Lot 12X, Block 23 of Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT;

THENCE N 11°20'19" W along the easterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 522.16 feet to a capped 1/2" iron pin set;

THENCE N 78°35'47" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 341.95 feet to a capped 1/2" iron pin set;

THENCE N 41°52'03" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 335.15 feet to a capped 1/2" iron pin set;

THENCE N 64°03'58" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 543.75 feet to a capped 1/2" iron pin set;

THENCE N 90°00'00" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 226.78 feet to a capped 1/2" iron pin set;

THENCE S 79°39'20" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 323.89 feet to a point in Elizabeth Creek;

THENCE N 17°44'41" E departing the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PRDCT, a distance of 38.14 feet to a point in Elizabeth Creek;

THENCE N 48°10'47" E, a distance of 222.30 feet to a point in Elizabeth Creek;

THENCE N 53°24'12" E, a distance of 182.81 feet to a point in Elizabeth Creek;

THENCE N 71°41'10" E, a distance of 217.36 feet to a point in Elizabeth Creek;

THENCE S 89°39'03" E, a distance of 142.00 feet to a point in Elizabeth Creek;

THENCE S 81°49'53" E, a distance of 104.16 feet to a point in Elizabeth Creek;

THENCE S 68°21'28" E, a distance of 120.53 feet to a point in Elizabeth Creek;

THENCE N 88°05'38" E, a distance of 1270.87 feet to a capped 1/2" iron pin set, said capped iron pin also being the Point of Curvature of a non-tangent circular curve to the left having a radius of 1880.00 feet, a central angle of 15°47'40" and being subtended by a chord which bears S 42°30'12" E, 502.87 feet;

THENCE along said curve to the left, a distance of 504.47 feet to a capped 1/2" iron pin set;

THENCE S 50°24'01" E tangent to said curve, a distance of 119.66 feet to a capped 1/2" iron pin set;

THENCE S 05°56'22" E, a distance of 14.27 feet to a capped 1/2" iron pin set, said capped iron pin also being on the said northwesterly right-of-way line of Cleveland-Gibbs Road, said capped iron pin also being the Point of Curvature of a non-tangent circular curve to the left having a radius of 1880.00 feet, a central angle of 19°39'50" and being subtended by a chord which bears S 28°32'08" W, 635.22 feet;

THENCE along the said northwesterly right-of-way line of Cleveland-Gibbs Road and along said curve to the left, a distance of 638.35 feet to a capped 1/2" iron pin set;

THENCE S 18°42'13" W tangent to said curve and along the said northwesterly right-of-way line of Cleveland-Gibbs Road, a distance of 700.18 feet to a capped 1/2" iron pin set, said capped iron pin also being the Point of Curvature of a circular curve to the right having a radius of 990.00 feet, a central angle of 11°56'09" and being subtended by a chord which bears S 24°40'18" W, 205.86 feet;

THENCE along the said northwesterly right-of-way line of Cleveland-Gibbs Road and along said curve to the right, a distance of 206.24 feet to the Point of Beginning and containing 1,775,620 square feet or 40.763 acres of land, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, THAT CHADWICK HOLDINGS, LTD., acting by and through the undersigned, their duly authorized agent, and SAINT PETER LUTHERAN CHURCH, acting by and through the undersigned, their duly authorized agent, do hereby adopt this final plat of LOT 1X, BLOCK 24 AND LOT 1, BLOCK 23, CHADWICK FARMS ADDITION, and do hereby dedicate to the public forever the streets and easements shown hereon.

Witness our hands, this the 23RD day of DECEMBER, 2009.

CHADWICK HOLDINGS, LTD., A Texas limited partnership
BY Chadwick Farms Development, LLC, a Texas limited liability company,
its sole general partner

BY Marc Footlik, President

SAINT PETER LUTHERAN CHURCH, a Texas non-profit corporation

BY Alan D. Fonner, President

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Marc Footlik of CHADWICK HOLDINGS, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 29th day of December, 2009.

Notary Public, State of Texas

My commission expires 5-1-2011

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Alan D. Fonner of SAINT PETER LUTHERAN CHURCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 23RD day of December, 2009.

Notary Public, State of Texas

My commission expires 8-20-2013

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Barbara J. Hull of SAINT PETER LUTHERAN CHURCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 23RD day of December, 2009.

Notary Public, State of Texas

My commission expires 8-20-2013

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Alan D. Fonner of SAINT PETER LUTHERAN CHURCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 23RD day of December, 2009.

Notary Public, State of Texas

My commission expires 8-20-2013

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Alan D. Fonner of SAINT PETER LUTHERAN CHURCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 23RD day of December, 2009.

Notary Public, State of Texas

My commission expires 8-20-2013

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Alan D. Fonner of SAINT PETER LUTHERAN CHURCH, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

NOTICE OF RESTRICTION

STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS THAT:

Chadwick Holdings, Ltd. is the owner of that real property delineated hereon as "COE Restricted Area". The Property is subject to special conditions of U.S. Army Corps of Engineers (USACE) Section 404 Permit Number USACE 200000652, dated November 4, 2002, or a revision thereof. The referenced permit requires that restrictions be placed on all deeds covering all or any portion of the Property for the purpose of providing compensation for adverse impacts to waters of the United States. Any purchaser of all or any part of the Property or any person having an interest in or proposing to acquire an interest in all or any part of the Property, or any person proposing to develop or improve all or any part of the Property, is hereby notified of development restrictions affecting the Property as follows:

- 1) The Property is hereby dedicated in perpetuity as a Waters of the U.S. Mitigation Area associated with the construction of the Chadwick Farms development. The Property shall not be disturbed except for (i) those USACE-approved activities, which would not adversely affect the intended extent, condition, and function of the mitigation area, and (ii) those improvements set forth on Schedule A below, which shall require no USACE approval.
- 2) This restriction may not be terminated or amended without prior written approval of the USACE.

EXECUTED THIS 29th day of DECEMBER, 2009.

CHADWICK HOLDINGS, LTD., A Texas limited partnership
BY Chadwick Farms Development, LLC, a Texas limited liability company,
its sole general partner

BY Marc Footlik, President

STATE OF TEXAS Florida

COUNTY OF NASSAU

Before me, the undersigned Notary Public in and for said County and State, on this day personally appeared Marc Footlik of CHADWICK HOLDINGS, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this the 29th day of December, 2009.

Notary Public, State of Texas

My commission expires 5-1-2011



Schedule "A"

- I. Linear Trail Systems
The linear trail systems are to be constructed utilizing the following criteria:
(i) Staged Construction
(ii) Thirty (30) foot temporary construction corridor
(iii) Eight (8) foot permanent concrete sidewalk
(iv) Total length of trail system interior to the mitigation area shall be no more than 15,000 L.F.
(v) The trail system may include recreation stations
None of the foregoing shall result in permanent loss of vegetated buffer constituting more than 3.1 acres.
- II. Storm Drain Discharge Points
Storm drain pipes, headwalls, erosion control rip-rap, and grade to drain swales constructed as part of the Chadwick Farms storm drain systems at the individual discharge locations.
None of the foregoing shall result in permanent loss of vegetated buffer constituting more than 3.0 acres.
- III. Miscellaneous Improvements
Including, but not limited to, water, sewer, storm drain, electric, gas, & miscellaneous franchise utilities.
None of the foregoing shall result in permanent loss of vegetated buffer constituting more than 2.0 acres.
- IV. The owner, city, homeowners association or any other applicable entity retains the right to perform maintenance on any of the facilities described above or any other existing facilities or easements located within the mitigation area.

Utility Easements

Any public utility, including the City of Fort Worth, shall have the right to move and keep moved all or part of any building, fence, free, shrub, other growth or improvement within in any way endangers or interferes with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on the plat, and they shall have the right at all times to ingress and egress upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining, and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of anyone.

Transportation Impact Fees

The City of Fort Worth has an ordinance implementing the assessment and collection of transportation impact fees. The total amount assessed is established on the approval date of this plat application, based upon Schedule I of the impact fee ordinance in effect as of the date of the plat. The amount to be collected is determined under Schedule 2 of said ordinance, and is due on the date a building permit is issued.

Site Drainage Study

A site drainage study, showing conformance with the approved roadway drainage plan, may be required before any building permit will be issued on this site (a grading plan in some instances may be adequate.) If the site does not conform, then a drainage study may be required along with a CFA for any required drainage improvements and the current owner shall submit a letter to the Department of Transportation and Public Works stating awareness that a Site Drainage Study will be required before any permit is issued. The current owner will inform each buyer of the same.

Private Maintenance Note

The City of Fort Worth shall not be responsible for maintenance of private streets, drives, emergency access easements, recreation areas, open spaces, and drainage facilities, and said owners agree to indemnify and save harmless the City of Fort Worth, Texas, from claims, damages, and losses arising out of or from performance of the obligations of said owners set forth in this paragraph.

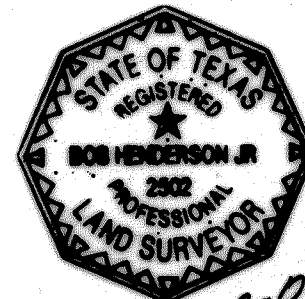
NOTES:

1. The bearings hereon are referenced to the deed recorded under County Clerk's File No. 99-R0075117 of the Deed Records of Denton County, Texas.
2. All property corners are 1/2" rebars with yellow plastic caps stamped "Goodwin & Marshall" set, unless otherwise noted.

SURVEYOR'S CERTIFICATE

This is to certify that I, Bob Henderson, Jr., a Registered Professional Land Surveyor of the State of Texas, have plotted the above subdivision from an actual on the ground survey, and all lot corners, angle points, and points of the curve shall be properly marked on the ground and that this plat correctly represents that survey made by me or under my direction and supervision.

Bob Henderson, Jr.
Bob Henderson, Jr.
Registered Professional Land Surveyor No. 2502
Goodwin and Marshall, Inc.
2405 Mustang Drive
Grapevine, Texas 76051
metro (817) 329-4373



FINAL PLAT
OF
LOT 1X, BLOCK 24
AND
LOT 1, BLOCK 25

CHADWICK FARMS ADDITION
BEING

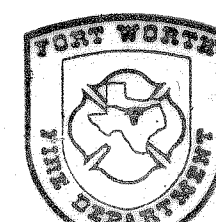
40.763 ACRES
SITUATED IN THE

LEWIS MEDLIN SURVEY, ABSTRACT No. 830,
CITY OF FORT WORTH, DENTON COUNTY, TEXAS

1 NON-RESIDENTIAL LOT
1 GREEN SPACE LOT
SEPTEMBER, 2009

SHEET 2 OF 2

GOODWIN & MARSHALL
CIVIL ENGINEERS ~ PLANNERS ~ SURVEYORS
2405 Mustang Drive, Grapevine, TX 76051
Metro (817) 329-4373



H. BAH
01-04-10

FINAL PLAT CASE No. FP-009-023

REFERENCE CASE No. PP-03-095

Filed for Record in:

Denton County

On: Jan 11, 2010 at 02:41P

As a

Plat

CHADWICK FARMS ADD FINAL PLAT

Doc Number: 2010-

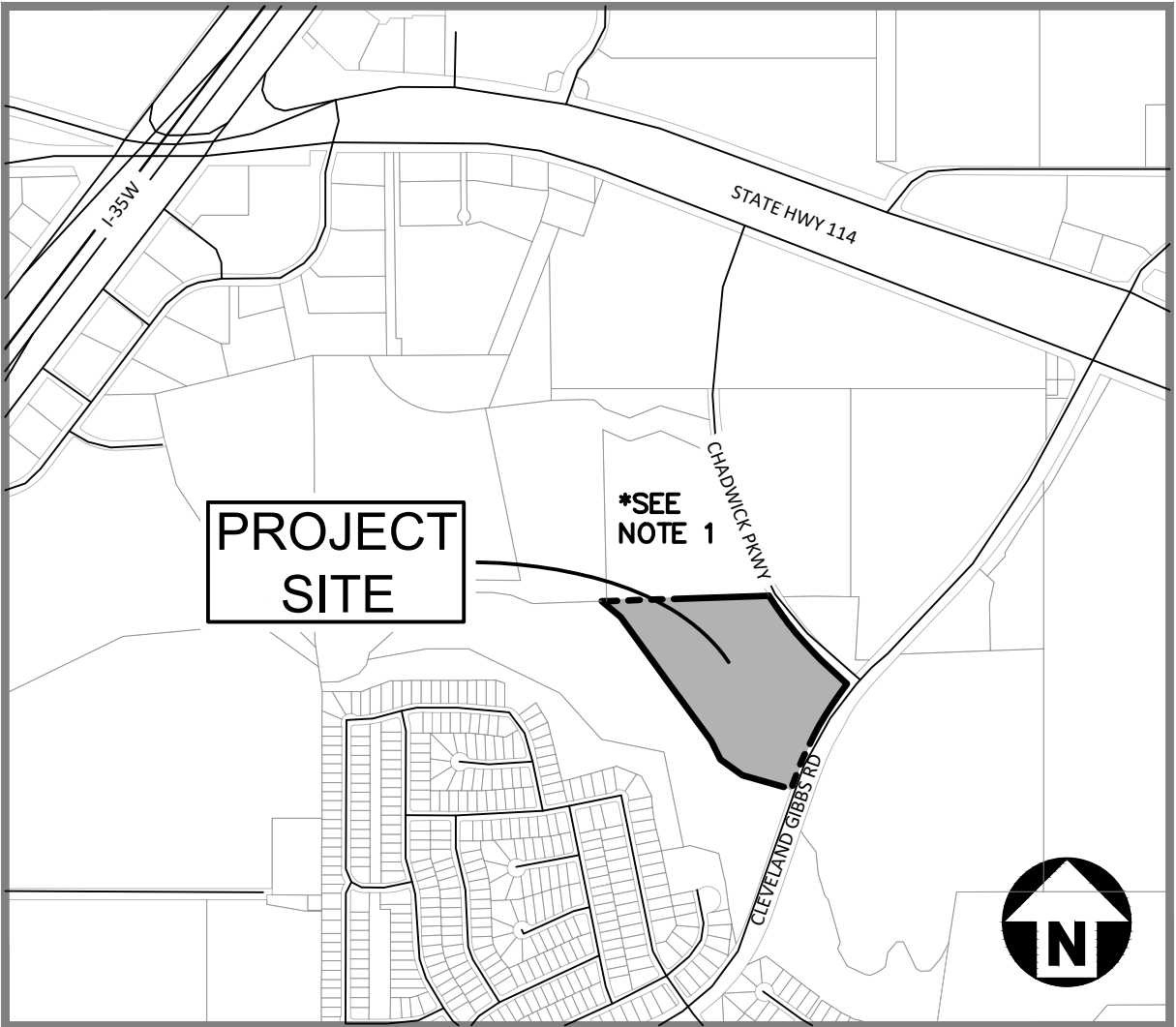
No of Pages: 2

Amount 100.00

Receipt Number - 650065

By: Delma Fairney

\\NA\Projects\SPEC\SPEC23473-1-St. Peter Church Expansion\04-Production\Engineering\Sheets\SPEC23473-1.dwg, 5/15/2024 1:28:32 PM, Kevin Vo



VICINITY MAP

1"=1000'

SITE DATA SUMMARY TABLE	
ZONING	RR-RURAL RESIDENTIAL
PROPOSED USE	SCHOOL
BUILDING AREA (GROSS SQUARE FOOTAGE)	24,168 GSF (SCHOOL ADDITION)
BUILDING HEIGHT (FEET AND INCHES)	31'-0 1/2"
AREA OF IMPERVIOUS SURFACE	Proposed 49836 SF 106 Spaces (EXISTING) 139 SPACES REQUIRED*
TOTAL PARKING: REQUIRED AND PROVIDED	108 SPACES (PROPOSED) Total = 214 SPACES
NUMBER OF HANDICAP PARKING SPACES	5 SPACES (EXISTING) 7 SPACES REQUIRED PER ADA 2 SPACES (PROPOSED)** Total = 7 SPACES (EXISTING)
NUMBER OF DWELLING UNITS AND NUMBER OF BEDROOMS (MULTIFAMILY).	N/A
*Church/Worship: 1 space for each 4 seats (556 Seats total) or 1 space for every 100 square feet of gross floor area, whichever is less (based on maximum design capacity) ** 3 Existing parking spots will be used for ADA parking	

BEGINNING at a capped 1/2" iron pin set at the intersection of the northwesterly right-of-way line of Cleveland-Gibbs Road (120' R.O.W.) with the easterly line of Lot 9K, Block 16 of Chadwick Farms Addition, an addition to the City of Fort Worth, Denton County, Texas, as recorded in Cabinet W, Page 482 of the Plat Records of Denton County, Texas (PROCT);

THENCE N 11°20'19" W along the easterly line of said Chadwick Farms Addition as recorded in Cabinet W, Page 482 PROCT, a distance of 495.06 feet to a capped 1/2" iron pin set;

THENCE N 74°42'35" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet W, Page 482 PROCT, a distance of 149.23 feet to a capped 1/2" iron pin set;

THENCE S 78°39'41" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet W, Page 482 PROCT, a distance of 40.81 feet to a capped 1/2" iron pin set, said capped iron pin also being the southeast corner of Lot 12K, Block 23 of Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT;

THENCE N 11°20'19" W along the easterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 522.16 feet to a capped 1/2" iron pin set;

THENCE N 78°35'47" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 341.96 feet to a capped 1/2" iron pin set;

THENCE N 41°52'03" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 335.15 feet to a capped 1/2" iron pin set;

THENCE N 64°03'58" W along the northeasterly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 543.75 feet to a capped 1/2" iron pin set;

THENCE N 90°00'00" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 226.78 feet to a capped 1/2" iron pin set;

THENCE S 79°39'20" W along the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 323.89 feet to a point in Elizabeth Creek;

THENCE N 17°44'41" E departing the northerly line of said Chadwick Farms Addition as recorded in Cabinet X, Page 362 PROCT, a distance of 38.14 feet to a point in Elizabeth Creek;

THENCE N 49°10'47" E, a distance of 222.30 feet to a point in Elizabeth Creek;

THENCE N 53°24'12" E, a distance of 182.81 feet to a point in Elizabeth Creek;

THENCE N 71°41'10" E, a distance of 217.36 feet to a point in Elizabeth Creek;

THENCE S 89°39'03" E, a distance of 142.00 feet to a point in Elizabeth Creek;

THENCE S 81°49'53" E, a distance of 104.16 feet to a point in Elizabeth Creek;

THENCE S 68°21'28" E, a distance of 120.53 feet to a point in Elizabeth Creek;

THENCE N 88°05'39" E, a distance of 1270.87 feet to a capped 1/2" iron pin set, said capped iron pin also being the Point of Curvature of a non-tangent circular curve to the left having a radius of 1830.00 feet, a central angle of 15°47'40" and being subtended by a chord which bears S 42°30'12" E, 502.87 feet;

THENCE along said curve to the left, a distance of 504.47 feet to a capped 1/2" iron pin set;

THENCE S 50°24'01" E tangent to said curve, a distance of 119.66 feet to a capped 1/2" iron pin set;

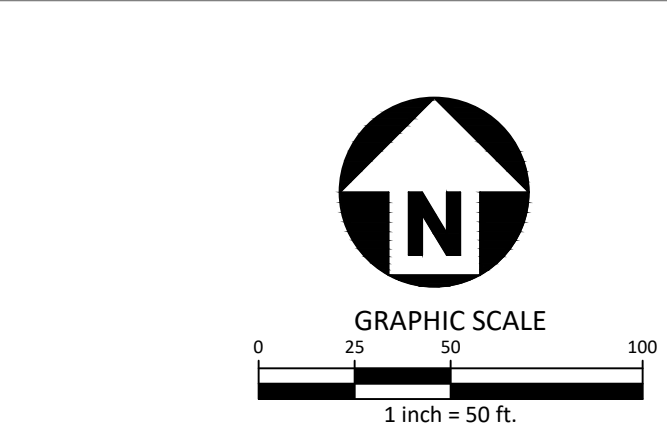
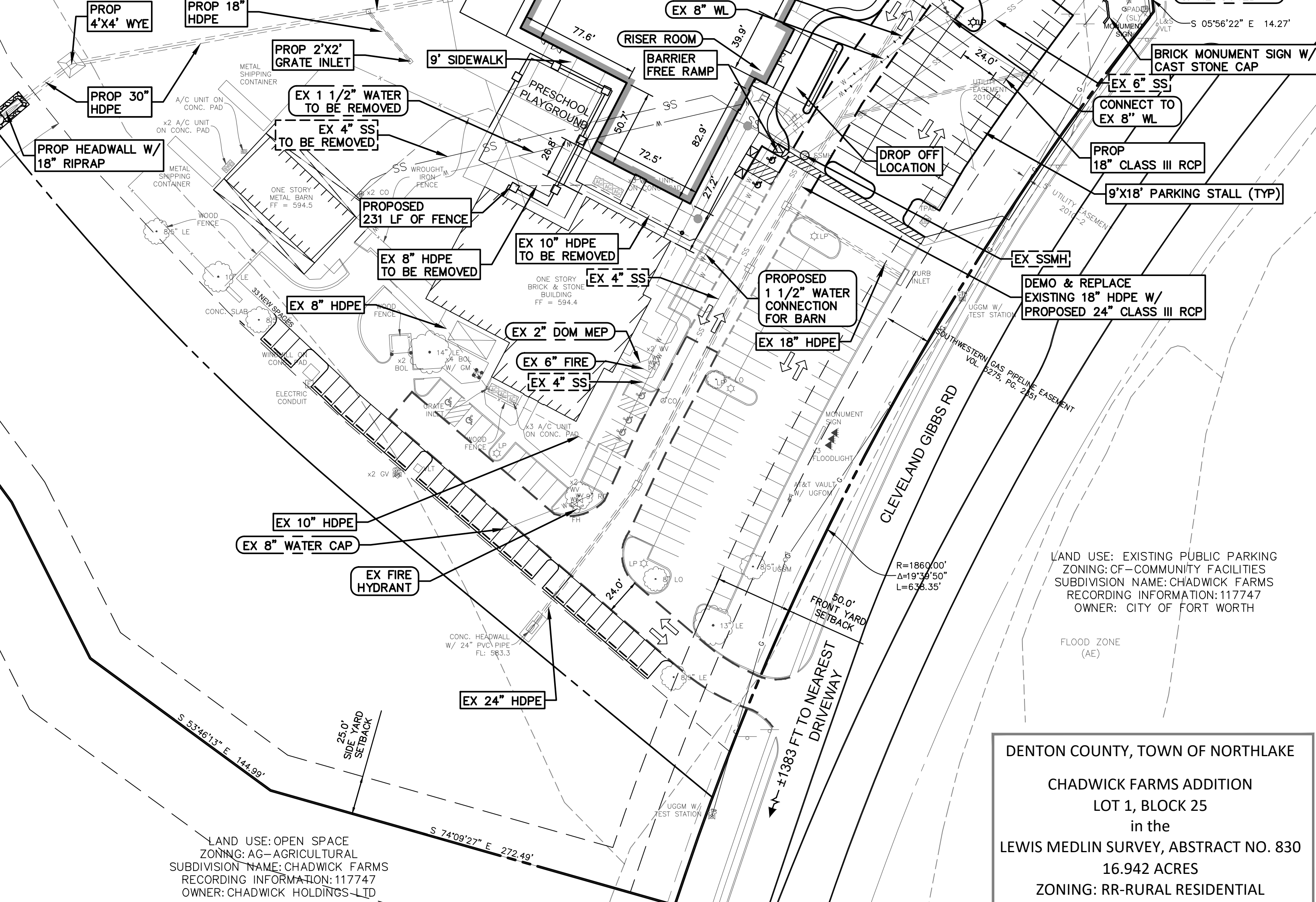
THENCE S 05°56'22" E, a distance of 14.27 feet to a capped 1/2" iron pin set, said capped iron pin also being on the said northwesterly right-of-way line of Cleveland-Gibbs Road, said capped iron pin also being the Point of Curvature of a non-tangent circular curve to the left having a radius of 1830.00 feet, a central angle of 15°39'50" and being subtended by a chord which bears S 28°32'08" W, 635.22 feet;

THENCE along the said northwesterly right-of-way line of Cleveland-Gibbs Road and along said curve to the left, a distance of 639.35 feet to a capped 1/2" iron pin set;

THENCE S 18°42'13" W tangent to said curve and along the said northwesterly right-of-way line of Cleveland-Gibbs Road, a distance of 700.18 feet to a capped 1/2" iron pin set, said capped iron pin also being the Point of Curvature of a circular curve to the right having a radius of 990.00 feet, a central angle of 11°56'09" and being subtended by a chord which bears S 24°40'18" W, 205.68 feet;

THENCE along the said northwesterly right-of-way line of Cleveland-Gibbs Road and along said curve to the right, a distance of 206.24 feet to the Point of Beginning and containing 1,775,620 square feet or 40.763 acres of land, more or less.

LEGEND			
ABBREVIATIONS:			
EX	EXISTING	R.O.W.	Right-of-Way
PROP	PROPOSED	DR	Deed Records
CRF	Capped Rebar Found	PR	Plat Records
CRS	Capped Rebar Set	PAE	Pedestrian Access Easement
CP	Control Point	SB	Setback line
Mon.	Monument	WLE	Waterline Easement
BM	Benchmark	MAE	Mutual Access Easement
Ex TC	Existing Top of Curb		
TC	Top of Curb		
Ex TP	Existing Top of Pavement		
TP	Top of Pavement		
G	Gutter		
PG	Proposed Grade		
TG	Grade at Top of Pavement		
FG	Finished Grade		
FF	Finished Floor		
FP	Finished Pad		
FL	Flowline		
UE	Utility Easement		
DE	Drainage Easement		
BL	Building Line		
LINES & SYMBOLS:			
Existing:		Proposed:	
---	Wire Fence	---	Wire Fence
---	Waterline	---	Waterline
---	Sanitary Sewer	---	Sanitary Sewer
---	Storm Sewer	---	Storm Sewer
---	Overhead Power	---	Overhead Power
---	Buried Power	---	Buried Power
---	Gas Line	---	Gas Line
---	Fire Hydrant	---	Fire Hydrant
---	Water Valve	---	Water Valve
---	Water Meter	---	Water Meter
---	Sanitary Sewer Manhole	---	Sanitary Sewer Manhole
---	Guy Wire	---	Guy Wire
---	Light Pole	---	Light Pole
---	Power Pole	---	Power Pole
---	Tree	---	Tree
---	Benchmark	---	Benchmark



BENCHMARKS:

TBM – MAG NAIL WITH SHINER SET ON THE NORTH END OF A BRIDGE ON THE WESTERN BACK OF CURB OF CLEVELAND GIBBS ROAD 755'± SOUTH WEST FROM THE INTERSECTION OF CLEVELAND GIBBS ROAD AND CHADWICK PARKWAY AND 81'± SOUTH OF THE SOUTHEAST PROPERTY CORNER OF THE SUBJECT PROPERTY.
NORTHING: 7056085.76
EASTING: 2348096.25
ELEVATION: 596.5'

GENERAL NOTES:

- INFORMATION ON THE ADJACENT PROPERTY TO THE NORTH OF THE SITE:
 - LAND USE: MULTIFAMILY M-PD MIXED USE/ PLANNED DEVELOPMENT
 - SUBDIVISION NAME: CHADWICK FARMS SUBDIVISION
 - RECORDING INFORMATION: 117747
 - OWNER: TIDES ON CHADWICK OWNER LLC
- EXISTING UTILITIES TO REMAIN UNLESS OTHERWISE NOTED. EXISTING UTILITIES ARE TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.
- ALL DIMENSIONS ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED.
- ALL BOUNDARY INFORMATION ARE PER THE FINAL PLAT #2010-2

REQUESTED VARIANCES

- REQUESTING VARIANCES TO USE 9'x18' PARKING STALLS FOR EXPANSION TO MATCH THE EXISTING PARKING STALLS ON SITE.

OWNER

ST. PETER LUTHERAN CHURCH AND PRESCHOOL
15701 CLEVELAND GIBBS RD.
ROANOKE, TX 76262
817. 491. 2010
SAINT PETER LUTHERAN CHURCH

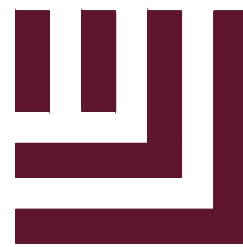
ENGINEER

DARREN ANDREWS, PE
DANDREWS@MCADAMSCO.COM
PHONE: (972) 436-9712

DENTON COUNTY, TOWN OF NORTHLAKE
CHADWICK FARMS ADDITION
LOT 1, BLOCK 25
in the
LEWIS MEDLIN SURVEY, ABSTRACT NO. 830
16.942 ACRES
ZONING: RR-RURAL RESIDENTIAL

FOR TOWN USE ONLY

PRELIMINARY DRAWING - NOT RELEASED FOR CONSTRUCTION



McAdams

The John R. McAdams Company, Inc.
4400 State Highway 121, Suite 800
Lewisville, Texas 75056

phone 972. 436. 9712
fax 972. 436. 9715
TBPE: 19762 TBPLS: 10194440

www.mcadamsco.com

CLIENT

GOFF COMPANIES, LLC
2221 LAKESIDE BLVD. #700
RICHARDSON, TX 75082
(214) 716-5100
TANNER GOFF

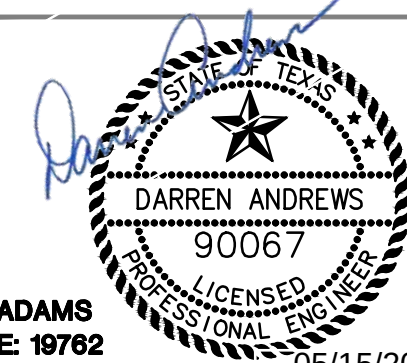


ST. PETER CHURCH

EXPANSION

16.942 AC

CONSTRUCTION DOCUMENTS
15701 CLEVELAND GIBBS RD.
ROANOKE, TEXAS, 76262



MCADAMS
TBPE: 19762

REVISIONS

NO.	DATE	DESCRIPTION
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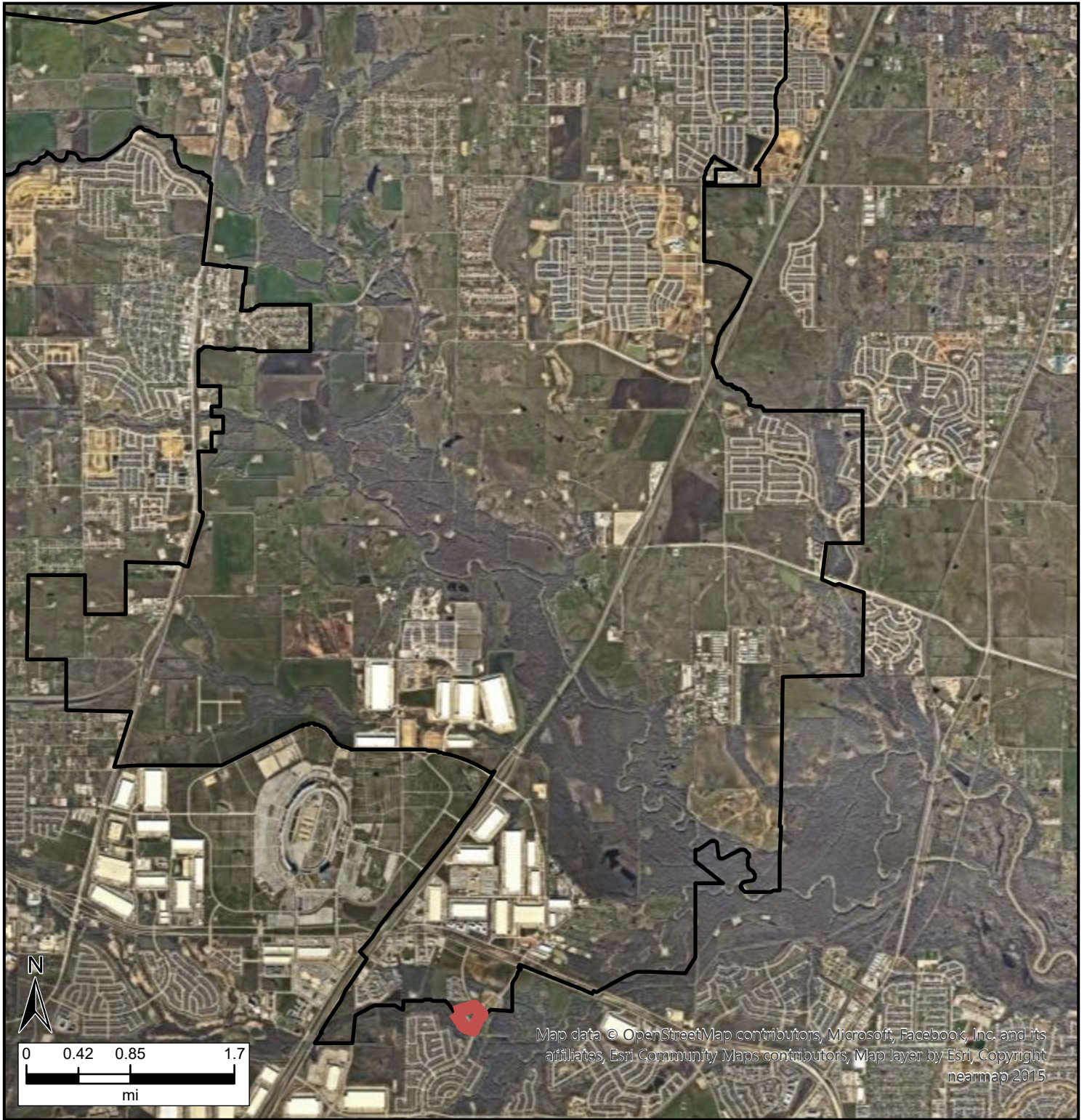
PLAN INFORMATION

PROJECT NO.	SPEC23473
FILENAME	SPEC23473-S1.DWG
CHECKED BY	DAA
DRAWN BY	KV
SCALE	1" = 50'
DATE	05.15.2024
SHEET	

SITE PLAN

C2.00

Northlake



Northlake



April 8, 2024

Mr. Reddin
Town of Northlake
Development Services
1700 Commons Circle, Suite 200
Northlake, TX 76226

RE: SUP Request

Dear Mr. Reddin,

St. Peter Lutheran Church is located at the west/southwest corner of Cleveland Gibbs Road and Chadwick Parkway. The existing facility is located on Lot 1, Block 25 of the Chadwick Farms Addition, and totals 16.94 acres. The current facility is used as both a church and preschool.

St. Peter Lutheran Church is proposing to construct a new building on the current site to expand its school program. The expansion will consist of preschool as well as first thru sixth grades. The addition is approximately 24,000 square feet and will provide additional parking for the site's use.

This property was annexed into the Town of Northlake and was zoned as Rural Residential. Schools within this zoning classification are considered non-conforming. St. Peter Lutheran Church is requesting a SUP for the proposed school use which already existed the time of annexation.

Sincerely,
MCADAMS



Darren Andrews PE
Senior Technical Manager

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: TX Local Govt Code Chapters 504 & 505; Pioneer Grant Program
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, ratifying the actions taken by the Northlake Economic Development Corporation and Northlake Community Development Corporation Boards of Directors, approving a Pioneer Program Grant for Timekeeper's Haus in the amount of \$25,000 and authorizing the Town Manager to enter into a performance agreement
GOALS/ OBJECTIVES: Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

Pioneer Grant Program (PGP)

- Updated by Economic Development Corporation (EDC) and Community Development Corporation (CDC) on March 21, 2024
- Purpose is to encourage businesses, particularly sales tax generating businesses, to develop and expand in Northlake
- Incentives based on several variables: sales tax generation, alignment with Retail Recruitment Strategy, providing a unique offering, filling a gap in service, or expanding in Northlake
- Funding generally based on estimated taxable sales
- Payback in sales tax receipts to EDC and CDC expected in ~5 years
- Award options:
 - Up front grant in form of forgivable loan with 5 year term
 - Combination forgivable loan and sales tax rebate with 4-5 year term
- Funding split between EDC and CDC
- Recipient responsible for any federal tax liability

Pioneer Grant Program Application for Consideration Project Information

- Business Name - Timekeeper's Haus
- Business Type - Cafe/Coffee & Tea Shop
- Location - Northlake Crossing (Cleveland Gibbs @ Robson Ranch Rd)
- Size - Indoor space = 2,040sf; patio space = 1,020sf

Expected Economic Impact

- Employment
 - 2 full time employees
 - Goal to hire 3-4 part time employees in the first year
- Estimated annual sales tax receipts to EDC/CDC

- \$4,260 (\$2,130 per DC)
- Based on estimated \$568,000 taxable sales annually

Grant Request

- \$25,000 (\$12,500 per DC)
- Based on current annual sales tax projection (\$568k), payback period is ~5.8 years
- Incentive amount and terms of agreement were discussed in executive session

Development Corporation Action

- Joint EDC & CDC meeting on May 15, 2024
 - Held public hearing with no speakers for or against
 - Approved total grant amount of \$25,000

COUNCIL ACTION/DIRECTION:

- Approve Resolution ratifying the approval of the Pioneer Grant as approved by the EDC and CDC
- Disapprove Resolution and provide guidance to EDC and CDC for their reconsideration



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, RATYFING THE ACTIONS TAKEN BY THE NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION AND NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION BOARDS OF DIRECTORS, APPROVING A PIONEER PROGRAM GRANT IN THE AMOUNT OF \$25,000 FOR TIMEKEEPER'S HAUS AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO A PERFORMANCE AGREEMENT

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code; and

WHEREAS, the Town of Northlake, Texas, an incorporated municipality of Denton County, Texas, the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the Town of Northlake, together with the EDC and CDC, the "Town") has established the Pioneer Grant Program pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

WHEREAS, Timekeepers Haus (the "Grantee") has submitted an application to receive a Pioneer Grant for the development of Timekeeper's Haus, a café/coffee bar/tea house; and

WHEREAS, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, pursuant to a performance agreement;

WHEREAS, the EDC and CDC boards of directors held a pubic hearing and approved a grant in the total amount of \$25,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their May 16, 2024 joint board meeting;

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

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

of this resolution as if copied in their entirety.

Section 2. The Town Council hereby authorizes the Town Manager to enter into a performance agreement with Grantee for a grant payment not to exceed \$25,000.

Section 3. This resolution is effective immediately upon passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



PIONEER GRANT PROGRAM (PGP) APPLICATION

Form revised 7/21/2023

PROJECT INFORMATION

Project Name: Timekeeper's Haus

PGP Incentive Category Requested: Restaurants (limited-service)

APPLICANT INFORMATION

Business Name: Everstorm Ventures LLC

Contact Name/Title: David Norman / Owner

Address: 1134 Diamond Leaf Rd.

City/State/ZIP: Northlake, TX, 762262

Phone: (425) 367-8439

Fax: _____

Email: hello@timekeepershaus.com

Signature: _____

Date: 3/10/2024

ADDITIONAL INFORMATION

Provide the following additional information to submit with this application:

1. Project Description
 - 1.1. Proposed use(s)
 - 1.2. Proposed location
2. Facility Description
 - 2.1. Facility description (e.g. finish-out space in multi-tenant retail center, stand-alone building(s) on pad site, etc.)
 - 2.2. Size of facility (e.g. size of space, building(s) and/or site)
 - 2.3. Is project to be located in an existing facility or will it be in new construction?
 - 2.4. Will facility be owned or leased?
3. Timing

Provide estimated date (month & year) for the following:

 - 3.1. First development application (e.g. zoning, site plan, permit, etc.)
 - 3.2. Ground breaking
 - 3.3. Occupancy & business operation
 - 3.4. Phasing if proposed
4. Economic Impact Data

Provide estimates for the following:

 - 4.1. Square feet of construction & construction value
 - 4.2. Personal property value
 - 4.3. Annual taxable sales
 - 4.4. Number of full-time equivalent (FTE) employees
 - 4.5. Number of employees with salary of \$50,000 or greater
 - 4.6. Average annual salary per FTE
 - 4.7. Provide above data by phase if project will be phased
5. Supporting Information
 - 5.1. Incentive amount requested and rationale for request
 - 5.2. Overview of company/project team including related experience
 - 5.3. Additional general comments from applicant (if desired)

Please contact Lancine Bentley, Economic Development Coordinator, at 940-350-9344 or lbentley@town.northlake.tx.us with questions about the program.

TAX LIABILITY NOTICE: Applicant is responsible for any and all state and federal tax liability that may be due upon acceptance of this grant/loan. Applicant is encouraged to contact their accountant for any questions or concerns.

1. Project Description

1.1. Proposed use(s)

Timekeeper's Haus is a Northlake community focused Café serving premium: Sandwiches, Salads, Soups, Pastries, Desserts, Specialty Coffee and Bubble Tea.

1.2. Proposed location

Cleveland Gibbs Rd and Robson Ranch Rd Northlake, TX 76226

Please see Appendix A: Building Floor Plan for a detailed proposed location within the new Northlake Crossing Shopping Center.

2. Facility Description

2.1. Facility description

Timekeeper's Haus will lease a space in the upcoming multi-tenant retail center, Northlake Crossing. The interior design of the space is currently being worked on by our architects (Kline Hardin Architects).

The facility will include a full commercial kitchen for fresh food preparation.

A majority of the leased space will be reserved for indoor and outdoor customer seating with a variety of seating options to facilitate different customer preferences.

2.2. Size of facility

Our leased space will have approximately 2,040 square feet of indoor space, plus 1,020 square feet of patio. See Appendix A: Building Floor Plan for additional details.

2.3. Is project to be located in an existing facility or will it be in new construction?

Our leased space will be part of the new construction that is the Northlake Crossing mixed-use shopping center that is scheduled to open in Q3 2024.

2.4. Will facility be owned or leased?

Our facility will be leased.

3. Timing

Provide estimated date (month & year) for the following:

3.1. First development application (e.g. zoning, site plan, permit, etc.)

July 2024 (projected) - Submit permit applications for finish out construction

3.2. Ground breaking

August 2024 (projected) - Start finish out construction

3.3. Occupancy & business operation

October 2024 (projected) - Timekeeper's Haus Grand Opening

3.4. Phasing if proposed

N/A

4. Economic Impact Data

Provide estimates for the following:

4.1. Square feet of construction & construction value

Construction will take place within the 2,040 square feet of indoor space.

Our lease currently includes a finish out allowance of \$83,400 which we plan to spend entirely on finish out construction, architecture design and furnishing costs for the space.

4.2. Personal property value

~ \$137k in long term equipment assets for day to day operation of the cafe. Full long term assets are listed in Appendix B.

4.3. Annual taxable sales

We project ~\$568,000 in annual taxable sales from the operation of Timekeeper's Haus. For a breakdown of forecasted sales per menu, item please see the Appendix C "Revenue Forecast".

4.4. Number of full-time equivalent (FTE) employees

We (owners) will be the only 2 full-time employees for the first 6-12 months. We hope to hire additional full time employees soon after. We will hire 3-4 part-time employees during our first year of operation.

4.5. Number of employees with salary of \$50,000 or greater

We plan to only hire baristas / wait staff to start, which typically do not reach this salary threshold. However, we do have plans to hire a full-time manager(s) which eventually could meet this salary threshold, however hiring for that job is most likely 12 - 18 months.

4.6. Average annual salary per FTE

Expected Average Annual Salary for a full-time employee making \$12 /hr would be \$25,344.

4.7. Provide above data by phase if project will be

Phased

N/A

5. Supporting Information

5.1. Incentive amount requested and rationale for request

We are requesting a grant of \$25,000 to help cover startup expenses that will help ensure the successful start to the business by covering the purchase of needed kitchen equipment.

For a full asset list, please see Appendix B.

(Note: Highlighted items in Appendix B would have their costs covered by this grant)

5.2. Overview of company/project team including

Related experience

David worked directly with hundreds of small cafés and restaurant owners in order to understand their customer marketing needs during his time at a mobile rewards startup. David also helped deploy tech solutions for Capital One Cafes in Seattle and San Francisco. David has experience managing organizations and teams from his time in the US Navy serving on a combat air crew and as a software engineering manager at multiple companies. David has also worked in a cafe as a Barista for 2 years.

Audrey has grown up in a family that is very involved in the restaurant industry her whole life. Audrey's brother is the owner of a very successful Vietnamese Restaurant in Seattle, WA. We have been consulting with him during the formation and planning of our new café and he is currently the largest financial investor in our business beside ourselves. Audrey has also earned a certificate from the Texas Coffee School in preparation for opening.

We are partnering With Counter Culture Coffee for wholesale coffee, equipment and Barista training. Counter Culture Coffee has a training center in Deep Ellum where they will train our Baristas to brew, pour and serve coffee with high standards and enthusiasm. We have already attended the same classes that all of the Baristas that will be hired will be attending.

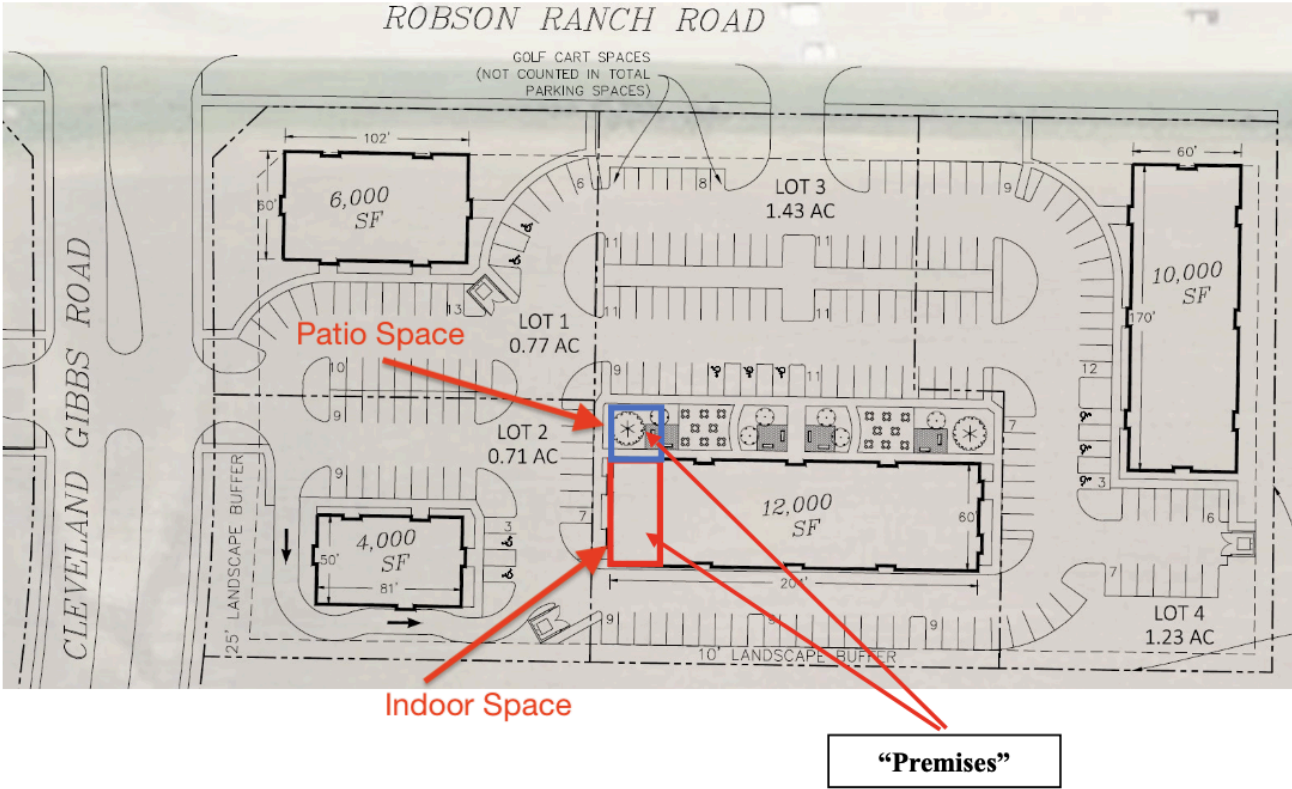
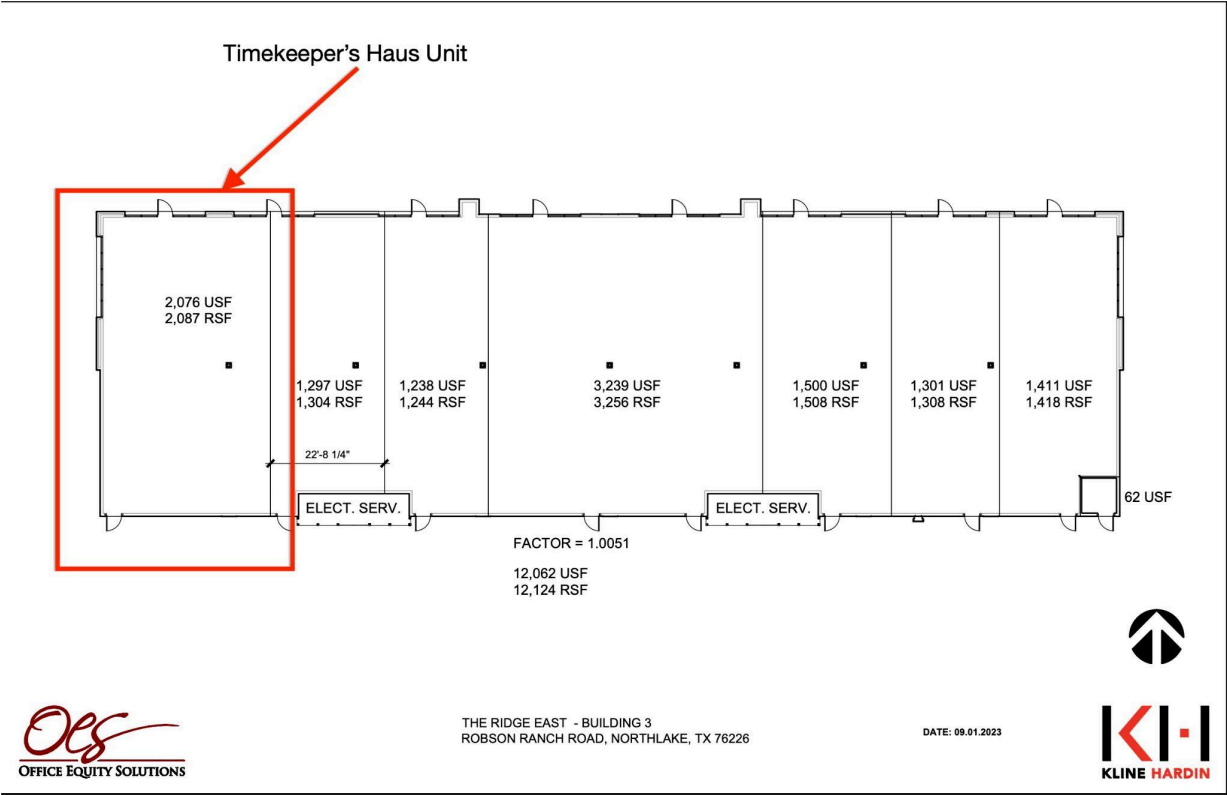
We have also completed a multi-day, hands-on, “Boba Academy” training course for owning and operating a bubble tea cafe.

5.3. Additional general comments from applicant (if desired)

Our hope is that Timekeeper’s Haus can be a gathering place for the Northlake community that will enhance the cultural fabric of our town by providing a space for the community to gather, eat, drink and play together. We are committed to sustainable practices and innovative approaches that align with Northlake's growth and prosperity. With the Town’s support, we can make this vision a reality and contribute meaningfully to the community we call home. We are grateful for your time and consideration and invite you to join us at Timekeeper's Haus to experience the potential impact of your support when we open this year!

Appendix A: Building Floor Plan

2,040 square feet of Indoor space, plus 1,020 square feet of Patio space



Appendix B: Planned Long Term Asset List

Note: Highlighted items would be covered by this grant

Name	Price
Blender	\$2,000.00
Blendtec JRE-612 Rapid Rinser Station	\$607.95
Bossen EM0011 95mm PP Cup Bubble Tea Sealing Machine	\$1,439.00
Bossen EM0021 24 Key Bubble Tea Fructose Dispenser	\$1,689.00
Bunn 39600.0001 TDO-N-3.5 3.5 Gallon Narrow Iced Tea Dispenser	\$295.68
Curtis CBHT High Volume Twin Combo Coffee / Tea Brewer - 220V	\$1,800.00
Bubble Tea Drink Shakers 24oz	\$118.80
Bubble Tea Drink Shakers 16 oz	\$33.00
work bench for boba tea	\$5,000.00
Manitowoc IYT0450A Indigo NXT 30" Air Cooled Half Dice Ice Machine with Bin - 115V, 490 lb.	\$4,912.00
Beverage-Air RB72HC-1S 75" Vista Series Three Section Solid Door Reach in Refrigerator - 72 Cu. Ft.	\$6,062.00
Grease trap	\$2,000.00
True T-72F-HC 78 1/8" Solid Door Reach-In Freezer	\$8,316.00
Water Filtration System	\$1,862.00
Leader ESLM60 - Two Door 60" Refrigerated Sandwich Prep Table - NSF Certified	\$2,290.00
Fan Exhaust System	\$10,000.00
Vulcan VCRH36-1 Natural Gas 36" 6 Burner Countertop Range / Hot Plate - 150,000 BTU	\$2,770.00
ACP XpressChef 2c JET14 Jetwave High-Speed Accelerated Cooking Countertop Oven	\$5,080.00
Avantco BCT-48 48" Black 3-Shelf Curved Glass Refrigerated Bakery Display Case with LED Lighting	\$2,399.00
Centerline by Hobart EDGE10 10" Manual Meat Slicer - 1/3 hp	\$1,399.00
Regency 16-Gauge 7' Soiled / Dirty Dish Table with 3-Compartment Sink - 16" x 20" x 14" Bowls - Left Drainboard	\$1,169.10

Waterloo 1.15 GPM Wall-Mounted Pre-Rinse Faucet with 8" Centers and 12" Add-On Faucet	\$349.99
Blodgett ZEPHAIRE-200-G Natural Gas Double Deck Full Size Bakery Depth Convection Oven with Draft Diverter - 120,000 BTU	\$15,140.00
ServIt CC1UFICF Full Size Insulated Holding and Proofing Cabinet with Clear Door - 120V, 2000W	\$2,399.00
Tea / Espresso Machine	\$5,000.00
La Marzocco Linea PB ABR Commercial Espresso Machine	\$21,000.00
Tapioca Cooker	\$300.00
Metro PR48VX4 MetroMax i Mobile 26" x 50" Drying Rack Shelf Kit with 63" Posts and Casters	\$1,398.00
Regency 30" x 72" 18-Gauge 304 Stainless Steel Commercial Work Table with Galvanized Legs and Undershelf	\$378.98
Regency 30" x 72" 16 Gauge Type 304 Stainless Steel Enclosed Base Sliding Door Table with Drawers	\$1,299.10
Regency Stainless Steel Two Shelf Utility Cart - 36" x 18" x 36"	\$208.00
Metro 5Q557G3 MetroMax Q Shelving Unit - 24" x 48" x 74"	\$651.00
Metro 5AQ557G3 MetroMax Q Shelving Add On Unit - 24" x 48" x 74"	\$615.00
Baker's Mark 21 Gallon / 335 Cup White Slant Top Mobile Ingredient Storage Bin with Sliding Lid & Scoop	\$124.89
Regency 17" x 15" Hands Free Hand Sink with Pedestal Base and Top Mounted Paper Towel and Soap Dispenser	\$414.99
Fire Extinguisher	\$140.00
Filter Coffee Machine	\$2,910.00
Espresso Grinder	\$2,700.00
Vigor 20" x 15" x 7" Gray Heavy-Duty Polypropylene Bus Tub / Food Storage Box	\$6.49

Appendix C: Revenue Forecast

Revenue: 2024 (1 of 3)



Revenue	Jan '24	Feb '24	Mar '24	Apr '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	2024
Bubble Tea Sales										\$2,600	\$3,900	\$4,427	\$10,927
Unit Sales										400	600	681	1,681
Unit Prices	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Bubble Tea Upgrades										\$71	\$109	\$143	\$323
Unit Sales										95	145	190	430
Unit Prices	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Waffles										\$1,400	\$2,000	\$2,665	\$6,065
Unit Sales										280	400	533	1,213
Unit Prices	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5

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Revenue: 2024 (2 of 3)

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Revenue	Jan '24	Feb '24	Mar '24	Apr '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	2024
Pastries										\$3,025	\$3,850	\$5,847	\$12,722
Unit Sales										550	700	1,063	2,313
Unit Prices										\$5.50	\$5.50	\$5.50	\$5.50
Popcorn Chicken										\$2,100	\$3,000	\$3,810	\$8,910
Unit Sales										280	400	508	1,188
Unit Prices										\$7.50	\$7.50	\$7.50	\$7.50
Garlic Fries										\$1,463	\$2,275	\$3,023	\$6,760
Unit Sales										225	350	465	1,040
Unit Prices										\$6.50	\$6.50	\$6.50	\$6.50
Coffee										\$1,238	\$1,788	\$3,344	\$6,369
Unit Sales										225	325	608	1,158
Unit Prices										\$5.50	\$5.50	\$5.50	\$5.50
Espresso Drinks										\$2,275	\$2,925	\$4,271	\$9,471
Unit Sales										350	450	657	1,457
Unit Prices										\$6.50	\$6.50	\$6.50	\$6.50
Sandwiches										\$6,050	\$8,800	\$8,745	\$23,595
Unit Sales										550	800	795	2,145
Unit Prices										\$11	\$11	\$11	\$11

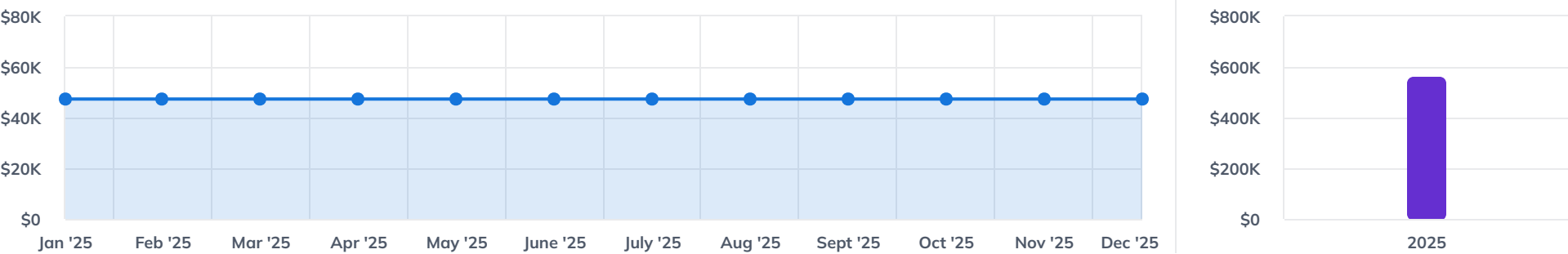
Revenue: 2024 (3 of 3)

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Revenue	Jan '24	Feb '24	Mar '24	Apr '24	May '24	June '24	July '24	Aug '24	Sept '24	Oct '24	Nov '24	Dec '24	2024
Tea										\$375	\$500	\$830	\$1,705
Unit Sales										75	100	166	341
Unit Prices										\$5	\$5	\$5	\$5
Sparkling Tea Drinks										\$660	\$990	\$2,349	\$3,999
Unit Sales										120	180	427	727
Unit Prices										\$5.50	\$5.50	\$5.50	\$5.50
Kids Juice										\$800	\$1,200	\$1,204	\$3,204
Unit Sales										200	300	301	801
Unit Prices										\$4	\$4	\$4	\$4
Salad										\$2,600	\$4,550	\$5,070	\$12,220
Unit Sales										200	350	390	940
Unit Prices										\$13	\$13	\$13	\$13
Soup										\$1,608	\$1,608	\$1,608	\$4,824
Unit Sales										201	201	201	603
Unit Prices										\$8	\$8	\$8	\$8
Totals										\$26,264	\$37,494	\$47,333	\$111K

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Revenue: 2025 (1 of 3)



Revenue	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	July '25	Aug '25	Sept '25	Oct '25	Nov '25	Dec '25	2025
Bubble Tea Sales	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$4,427	\$53,118
Unit Sales	681	681	681	681	681	681	681	681	681	681	681	681	8,172
Unit Prices	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Bubble Tea Upgrades	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$143	\$1,710
Unit Sales	190	190	190	190	190	190	190	190	190	190	190	190	2,280
Unit Prices	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75	\$0.75
Waffles	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$2,665	\$31,980
Unit Sales	533	533	533	533	533	533	533	533	533	533	533	533	6,396
Unit Prices	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5

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Revenue: 2025 (2 of 3)

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Revenue	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	July '25	Aug '25	Sept '25	Oct '25	Nov '25	Dec '25	2025
Pastries	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$5,847	\$70,158
Unit Sales	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	1,063	12,756
Unit Prices	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
Popcorn Chicken	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$3,810	\$45,720
Unit Sales	508	508	508	508	508	508	508	508	508	508	508	508	6,096
Unit Prices	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50	\$7.50
Garlic Fries	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$3,023	\$36,270
Unit Sales	465	465	465	465	465	465	465	465	465	465	465	465	5,580
Unit Prices	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Coffee	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$3,344	\$40,128
Unit Sales	608	608	608	608	608	608	608	608	608	608	608	608	7,296
Unit Prices	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
Espresso Drinks	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$4,271	\$51,246
Unit Sales	657	657	657	657	657	657	657	657	657	657	657	657	7,884
Unit Prices	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Sandwiches	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$8,745	\$105K
Unit Sales	795	795	795	795	795	795	795	795	795	795	795	795	9,540
Unit Prices	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11	\$11

Revenue: 2025 (3 of 3)

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Revenue	Jan '25	Feb '25	Mar '25	Apr '25	May '25	June '25	July '25	Aug '25	Sept '25	Oct '25	Nov '25	Dec '25	2025
Tea	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$830	\$9,960
Unit Sales	166	166	166	166	166	166	166	166	166	166	166	166	1,992
Unit Prices	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5	\$5
Sparkling Tea Drinks	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$2,349	\$28,182
Unit Sales	427	427	427	427	427	427	427	427	427	427	427	427	5,124
Unit Prices	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50	\$5.50
Kids Juice	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$1,204	\$14,448
Unit Sales	301	301	301	301	301	301	301	301	301	301	301	301	3,612
Unit Prices	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4	\$4
Salad	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$5,070	\$60,840
Unit Sales	390	390	390	390	390	390	390	390	390	390	390	390	4,680
Unit Prices	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13	\$13
Soup	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$1,608	\$19,296
Unit Sales	201	201	201	201	201	201	201	201	201	201	201	201	2,412
Unit Prices	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8	\$8
Totals	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$47,333	\$568K



PIONEER GRANT PERFORMANCE AGREEMENT

This Pioneer Grant Performance Agreement (the “Agreement”) is entered into by and between the Town of Northlake, Texas, a home-rule municipality of Denton County, Texas, the Northlake Economic Development Corporation (the “EDC”) and the Northlake Community Development Corporation (the “CDC”) (the Town of Northlake, together with the EDC and CDC, are collectively referred to as the “Town”), and Timekeeper’s Haus (the “Grantee”).

WITNESSETH:

WHEREAS, the Town Council on December 11, 2014 approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the “Policy”) as amended, which: (1) established certain guidelines and criteria for the use of Town incentive programs for private development projects; and (2) authorized the establishment of programs for making loans and grants of Type A and Type B economic development sales tax funds to promote local economic development and to stimulate business and commercial activity in the Town of Northlake pursuant to the Development Corporation Act, codified in Chapters 501-505 of the Texas Local Government Code (the “Act”); and

WHEREAS, the Town has established the Pioneer Grant Program (the “Program”) pursuant to the Policy to promote the development of retail, restaurant, and service businesses in the Town of Northlake; and

WHEREAS, the Program constitutes an economic development program pursuant to Texas Local Gov’t Code Ch. 380 that promotes jobs and the development of retail, restaurant, and service businesses in the Town; and

WHEREAS, the Town is authorized by Article III, Section 52-a of the Texas Constitution and Texas Local Gov’t Code Ch. 380 to provide economic development grants and incentives to promote state and local economic development, and to stimulate business and commercial activity in the Town; and

WHEREAS, the Town has determined that the grant to be made under this Agreement is necessary to promote or develop new or expanded business enterprises, and will further the objectives of the Town, will benefit the Town and the Town’s inhabitants, and will promote local economic development and stimulate business and commercial activity in the Town; and

WHEREAS, the Grantee has submitted an application to receive a Pioneer Grant for the development of Timekeeper’s Haus; and

WHEREAS, the Town has reviewed the application and is willing to provide Grant funds for the use of the Grantee, provided that the Grantee meets certain criteria relating to maintenance of the facility as Timekeeper’s Haus, capital investments and new jobs; and
Pioneer Grant Performance Agreement for Timekeeper’s Haus

WHEREAS, the Grantee is required to return all or a portion of the funds received to the Town if the performance criteria of the Grantee are not met; and

WHEREAS, the Town and the Grantee desire to set forth their understanding and agreement as to the payout of the Grant proceeds, the obligations of the Grantee regarding capital investment and new job creation, and the repayment by the Grantee of all or part of the Grant under certain circumstances; and

WHEREAS, the Grantee's plans to construct an approximately 2,040 square-foot café/coffee house/tea house (the "Facility") will entail a capital expenditure of greater than \$220,400 referred to in this Agreement as the "Capital Investment"; and

WHEREAS, it is expected that at least 2 New Jobs, as defined herein, will be created at the Facility; and

WHEREAS, the Grantee plans to maintain the facility as a Timekeeper's Haus for 5 years unless otherwise approved by the Town; and

WHEREAS, together, the Capital Investment target of \$220,400; the New Jobs target of 2; and the 5-year Maintenance target are referred to herein as the "Targets"; and

WHEREAS, the Facility is expected to generate approximately \$568,000 in annual taxable sales in addition to the indirect benefit of establishing Northlake as a restaurant destination with the potential to encourage additional restaurant/retail development; and

WHEREAS, the EDC and CDC boards of directors designated an incentive for the development of the Facility in the total amount of \$25,000 (payment to be split evenly between the EDC and CDC) as a project that will promote new business development at their May 16, 2024 joint board meeting; and

WHEREAS, all requirements of the Act shall be met prior to distribution of grant funds, including, but not limited to, any requirements for public hearings, notice and authorization of the Town Council, if necessary;

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

Section 1. Disbursement of the Grant.

The Grant in the amount of \$25,000 will be paid to the Grantee upon completion of the Facility as certified by the issuance of a Certificate of Occupancy (the "CO") by the Town. Within 30 days of issuance of the CO, the Town will disburse the Grant proceeds to the Grantee as an inducement to the Grantee to achieve the Targets at the Facility.

Section 2. Targets and Definitions.

The Grantee will develop the Facility as a finish out space within Northlake Commons, make a capital investment of at least \$220,400, create and maintain at least 2 New Jobs at the Facility, and maintain the branding of the Facility as a café/coffee house/tea house unless otherwise approved by the Town. The actual construction costs of the Facility shall meet the Capital Investment Target and such investment shall be satisfied with completion of construction which shall culminate in the issuance of a CO within one year of the date of this Agreement. The New Jobs Target shall be met within one year of the issuance of the CO and the Target shall be maintained through the final Performance Date which shall be five years from the issuance of the CO. The Maintenance Target shall be maintained through final Performance Date unless alteration of the branding is otherwise approved by the Town.

For the purpose of this Agreement, the following terms shall have the following definitions:

“Capital Investment” means a capital expenditure in taxable real property, taxable tangible personal property, or both at the Facility (excluding the purchase of land or existing real property improvements). The capital investment must be in addition to the capital improvements at the Facility at the date of this Agreement.

“Employee” means the full-time equivalent (FTE) employment of a person performing a duty for the Grantee at the facility. This term shall not include contract workers who are considered independent contractors for the Grantee.

“Maintain” means that the new jobs created pursuant to the Grant will continue without interruption from the date of creation through the Performance Date as it relates to the Jobs Target. “Maintain” as it relates to the Maintenance Target means that the branding of the Facility will remain as initially proposed from the date of opening through the Performance Date.

“New Job” means new permanent employment of an Employee for an indefinite duration at the Facility. Each New Job must require a minimum of either (1) 30 hours of an Employee’s time per week for the entire normal year of the Grantee’s operations, which “normal year” must consist of a least 52 weeks, or (2) 1,560 hours per year. Seasonal or temporary positions, positions created when a job function is shifted from an existing location in the Town limits of Northlake, and positions with contractors, suppliers, and similar multiplier or spin-off jobs shall not qualify as New Jobs.

Section 3. Repayment Obligation.

Determination of Inability to Comply: If the Town, in its sole discretion, determines at any time prior to the Performance Date (a “Determination Date”) that the Grantee is unable or unwilling to meet and maintain any of its Targets by and through the Performance Date and the Town has not authorized any alteration or change to the applicable Target, and if the Town promptly notifies the Grantee of such determination, the Grantee must repay the Grant proceeds based upon the following schedule:

In the 1st year following CO issuance	Repay \$25,000
---------------------------------------	----------------

On or after the 1st anniversary of CO issuance but before the 2nd anniversary of CO issuance	Repay \$20,000
On or after the 2nd anniversary of CO issuance but before the 3rd anniversary of CO issuance	Repay \$15,000
On or after the 3rd anniversary of CO issuance but before the 4th anniversary of CO issuance	Repay \$10,000
On or after the 4th anniversary of CO issuance but before the 5th anniversary of CO issuance	Repay \$5,000

Should the Grantee default on this Agreement at any time during the repayment period, this Agreement may be terminated by the Town, the Economic Development Corporation, and the Community Development Corporation, and the Grantee will be required to comply with the repayment obligations in this Agreement, which are required by Texas Local Gov't Code Ch. 501. Final tax revenue generated to-date may be calculated and applied toward repayment and the Town may exercise any other remedies available under Texas law for repayment, including, but not limited to, enforcing liens and guarantees to satisfy the repayment. Upon default, the business must then present a proposed plan to re-pay the remaining amount owed by the final Performance Date, which shall be five (5) years from the issuance of the Certificate of Occupancy. The Town may request any supporting documentation and require the business to identify funding sources, business personal property, and any collateral that will support the repayment plan proposal. Acceptance of the proposal is at the discretion of the development corporations.

Section 4. Grantee Reporting.

The Grantee shall provide, at the Grantee's expense, detailed verification reasonably satisfactory to the Town of the Grantee's progress on the Targets. Such progress reports will be provided at least annually, starting at twelve (12) months from the date that the Grantee receives the Grant, and at such other times as the Town may require for a period of five (5) years from the grant proceeds award date.

Section 5. Grant Limitations.

Under no circumstances shall the obligations of the Town hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision, and shall be subject to the availability and appropriation of funding in accordance with Texas law; provided, however, the Town agrees during the term of this Agreement to appropriate funds to pay the grant for this Agreement. Further, Town shall not be obligated to pay any lienholder, commercial bank, lender, or similar third-party Person or financial institution for any loan or credit agreement made by the Grantee.

Section 6. Governmental Functions and Immunities.

The parties hereby acknowledge and agree that the Town is entering into this Agreement pursuant to its governmental functions and that nothing contained in this Agreement shall be construed as constituting a waiver of police power, legislative power, or governmental immunity from suit or liability, which are expressly reserved to the extent allowed by law. The parties agree that this is not an Agreement for goods or services to the Town. To the extent a Court of competent jurisdiction determines that the Town's governmental immunity from suit or liability is waived in

any manner, or that this Agreement is subject to the provisions of Chapter 271 of the Texas Local Gov't Code, as amended, the Town's immunity from suit may be waived only as set forth in Subchapter I of Chapter 271, Texas Local Gov't Code. Further, the parties agree that this Agreement is made subject to all applicable provisions of the Texas Civil Practice and Remedies Code, including but not limited to all defenses, limitations, and exceptions to the limited waiver of immunity from liability provided in Chapter 101 and Chapter 75.

Section 7. INDEMNIFICATION.

TOWN SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OF ANY KIND OR CHARACTER TO ANY PERSON OR PROPERTY ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE HEREBY WAIVES ALL CLAIMS AGAINST TOWN FOR DAMAGE TO ANY PROPERTY OR INJURY TO, OR DEATH OF, ANY PERSON ARISING AT ANY TIME AND FROM ANY CAUSE ARISING FROM THE ACTS OR OMISSIONS OF THE GRANTEE OR ITS CONTRACTORS PURSUANT TO THIS AGREEMENT. GRANTEE DOES HEREBY INDEMNIFY AND SAVE HARMLESS THE TOWN FROM AND AGAINST ANY AND ALL LIABILITIES, DAMAGES, CLAIMS, SUITS, COSTS (INCLUDING COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION) AND ACTIONS OF ANY KIND BY REASON OF INJURY TO OR DEATH OF ANY PERSON, OR DAMAGE TO OR LOSS OF PROPERTY ARISING FROM GRANTEE'S BREACH OF ANY OF THE TERMS AND CONDITIONS OF THIS AGREEMENT, OR BY REASON OF ANY ACT OR OMISSION ON THE PART OF GRANTEE, ITS OFFICERS, DIRECTORS, SERVANTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, SUB-CONTRACTOR(S), LICENSEES, SUCCESSORS OR PERMITTED ASSIGNS IN THE PERFORMANCE OF THIS AGREEMENT.

Section 8. Public Information.

Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the comptroller the information as required by Texas Local Gov't Code Sec. 380.004, and any other information the comptroller considers necessary to operate and update the database described by Section 403.0246, Government Code. Upon the Town's written request, the Grantee agrees to provide the Town, within thirty (30) days of the Grantee's receipt of such request, access to contract documents, invoices, receipts, records, and reports to verify Grantee's compliance with this Agreement.

Section 9. Regulations Regarding Building Products, Materials, or Methods.

In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Texas Gov't Code, Grantee voluntarily consents to the application of all Town rules, charter provisions, ordinances, orders, building codes, and other regulations existing as of the Effective Date, including the Zoning District (the "Regulations") that govern the use or installation of a building product or material in the construction, renovation, maintenance, or other

alteration of a residential or commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Grantee voluntarily consents to the application of the Regulations that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a residential or commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building.

Section 10. Notices.

Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return or certified mail not accepted by the addressee):

If intended for the Town, to:

Town of Northlake
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: Drew Corn, Town Manager
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: dcorn@town.northlake.tx.us

If intended for the Grantee, to:

Timekeeper's Haus
1134 Diamond Leaf Road
Northlake, Texas 76226
Attn: David Norman
Phone: (425) 367-8439
Email: hello@timekeepershaus.com

With a copy to:

Taylor, Olson, Adkins, Sralla & Elam, L.L.P.
6000 Western Place, Suite 200
Fort Worth, Texas 76107
Attn: Dean Roggia
Phone: (817) 332-2580
Fax: (817) 332-4740
Email: droggia@toase.com

Northlake EDC
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: President
Phone: (940) 648-3290
Fax: (940) 648-0363
Email: northlakeedc@town.northlake.tx.us

Northlake CDC
1500 Commons Circle, Suite 300
Northlake, Texas 76262
Attn: President
Phone: (940) 648-3290

Fax: (940) 648-0363

Email: northlakeedc@town.northlake.tx.us

Section 11. Miscellaneous.

- A. **Tax Liability:** Grantee is responsible for any and all state and federal tax liability that may be due upon acceptance of this grant incentive. Grantee is encouraged to contact their accountant for any questions or concerns.
- B. **Entire Agreement; Amendments:** This Agreement constitutes the entire agreement between the parties hereto as to the subject matter contained herein and may not be amended or modified, except in writing signed by each of the parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantee may not assign its rights and obligations under this Agreement without the prior written consent of the Town.
- C. **Governing Law; Venue:** This Agreement is made and performable in the Town limits of Northlake in Denton County, Texas and shall be construed and enforced by local and state laws within the State of Texas. Venue for any litigation arising out of or involving this Agreement shall lie in Denton County, Texas.
- D. **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be an original, and all of which together shall be one and the same instrument.
- E. **Severability:** If any provision of this Agreement is determined to be unenforceable, then the remaining provisions of this Agreement shall, in the discretion of the Town, be voidable or interpreted as in effect as if such unenforceable provision were not included therein.
- F. **Undocumented Workers:** Grantee covenants and certifies that it does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Grantee is convicted of a violation under 8 U.S.C. Section 1324a (f), Grantee shall repay to the Town the full amount of all payments made under this Agreement, plus ten percent (10%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Grantee receives a notice of violation from the Town.
- G. **Gift to Public Servant:** The Town may terminate the Agreement immediately if the Grantee has offered or agreed to confer any benefit upon a Town employee or official that the Town employee or official is prohibited by law from accepting.
- H. **Form 1295:** Submitted herewith is a completed Form 1295 generated by the Texas Ethics Commission's (the "TEC") electronic filing application in accordance with the provisions of Section 2252.908 of the Texas Government Code and the rules promulgated by the TEC (the "Form 1295"). The parties understand and agree that, with the exception of information identifying the Town and the contract identification number, neither the Town nor its consultants are responsible for the information contained in the Form 1295; that the

information contained in the Form 1295 has been provided solely by the Grantee; and, neither the Town nor its consultants have verified such information.

EXECUTED and effective as of the date of the last authorized signature below.

TOWN OF NORTHLAKE

DREW CORN

Town Manager

By: _____
Drew Corn, Town Manager

Date: _____

**NORTHLAKE ECONOMIC DEVELOPMENT
CORPORATION**

By: _____
Laura Montini, President of Board of Directors

Date: _____

**NORTHLAKE COMMUNITY DEVELOPMENT
CORPORATION**

By: _____
Andy Gibson, President of Board of Directors

Date: _____

GRANTEE:

By: _____
David Norman, Owner
Timekeeper's Haus

Date: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Texas Local Government Code; Town of Northlake Home Rule Charter

SUBJECT: Consider an Ordinance providing for the issuance of Town Of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024 in the approximate aggregate principal amount of \$15,230,000, levying a tax in payment thereof; prescribing the form of said certificates and awarding the sale thereof; authorizing the execution and delivery of a paying Agent/Registrar Agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this ordinance

GOALS/ OBJECTIVES: Promote Economic Vitality; 6.3 - Build out sports and entertainment corridor, Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing

BACKGROUND INFORMATION:

- Area surrounding the future sports complex requires \$15,000,000 for public infrastructure improvements
- Public infrastructure improvements for the complex are separate from the Star Center building project
- Improvements include:
 - Parking
 - Water
 - Sewer
 - Drainage
- Total issuance for project funding and cost of issuance is \$15,230,000
- Proposed timetable for Issuance of Certificates of Obligation:
 - April 15, 2024 - Council meeting to approve publication of Notice of Intent for COs
 - April 20, 2024 - 1st Notice of Intent published for COs
 - April 27, 2024 - 2nd Notice of Intent published for COs
 - June 13, 2024 - Town Council passes ordinance authorizing issuance and sale of COs
 - July 11, 2024 - Closing date for COs

COUNCIL ACTION/DIRECTION:

Approve the issuance of \$15,230,000 in Certificates of Obligation

ORDINANCE NO. _____

relating to

TOWN OF NORTHLAKE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
TAXABLE SERIES 2024

Adopted: June 13, 2024

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1	Definitions.....	2
Section 1.2	Findings	4
Section 1.3	Table of Contents, Titles, and Headings.....	4
Section 1.4	Interpretation.....	4

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.1	Payment of the Certificates.....	5
Section 2.2	Interest and Sinking Fund	6
Section 2.3	Surplus Revenue Fund.....	6

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1	Authorization	7
Section 3.2	Date, Denomination, Maturities, and Interest.....	7
Section 3.3	Medium, Method, and Place of Payment.....	8
Section 3.4	Execution and Registration of Certificates	9
Section 3.5	Ownership	10
Section 3.6	Registration, Transfer, and Exchange.....	10
Section 3.7	Cancellation	11
Section 3.8	Temporary Certificates	11
Section 3.9	Replacement Certificates	11
Section 3.10	Book-Entry-Only System.....	12
Section 3.11	Successor Securities Depository; Transfer Outside Book-Entry-Only System.....	13
Section 3.12	Payments to Cede & Co.....	14

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1	Limitation on Redemption	14
Section 4.2	Optional Redemption.....	14
Section 4.3	Partial Redemption.....	14
Section 4.4	Mandatory Sinking Fund Redemption.....	15

Section 4.5	Payment Upon Redemption	16
Section 4.6	Conditional Notice of Redemption	16
Section 4.7	Lapse of Payment.....	16
Section 4.8	Effect of Redemption.....	17

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1	Appointment of Initial Paying Agent/Registrar	17
Section 5.2	Qualifications	17
Section 5.3	Maintaining Paying Agent/Registrar	17
Section 5.4	Termination.....	17
Section 5.5	Notice of Change to Owners.....	18
Section 5.6	Agreement to Perform Duties and Functions.....	18
Section 5.7	Delivery of Records to Successor	18

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1	Form Generally	18
Section 6.2	Form of the Certificates	19
Section 6.3	CUSIP Registration.....	25
Section 6.4	Legal Opinion	25
Section 6.5	Bond Insurance	25

ARTICLE VII

CREATION OF FUNDS, SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.1	Sale of Certificates, Official Statement	26
Section 7.2	Control and Delivery of Certificates.....	27
Section 7.3	Deposit of Proceeds	27

ARTICLE VIII

INVESTMENTS

Section 8.1	Investments	27
Section 8.2	Investment Income.....	28

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1	Payment of the Certificates.....	28
-------------	----------------------------------	----

Section 9.2	Other Representations and Covenants	28
Section 9.3	Federal Income Tax Matters	28

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1	Events of Default	30
Section 10.2	Remedies for Default	30
Section 10.3	Remedies Not Exclusive	31

ARTICLE XI

DISCHARGE

Section 11.1	Discharge	31
--------------	-----------------	----

ARTICLE XII

MISCELLANEOUS

Section 12.1	Changes to Ordinance	31
Section 12.2	Partial Invalidity	31
Section 12.3	No Personal Liability	31

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.1	Annual Reports	32
Section 13.2	Notice of Disclosure Events	32
Section 13.3	Limitations, Disclaimers and Amendments	34
Section 13.4	Amendments to the Rule	35

ARTICLE XIV

AMENDMENTS

Section 14.1	Amendments	35
--------------	------------------	----

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.1	Effective Immediately	35
--------------	-----------------------------	----

ARTICLE XVI

MISCELLANEOUS

Section 16.1	Changes to Ordinance	36
Section 16.2	Partial Invalidity.....	36
Section 16.3	No Personal Liability	36

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF TOWN OF NORTHLAKE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, TAXABLE SERIES 2024 IN THE AGGREGATE PRINCIPAL AMOUNT OF \$ _____; LEVYING A TAX IN PAYMENT THEREOF; PRESCRIBING THE FORM OF SAID CERTIFICATES AND AWARDED THE SALE THEREOF; AUTHORIZING THE EXECUTION AND DELIVERY OF A PAYING AGENT/REGISTRAR AGREEMENT; APPROVING THE OFFICIAL STATEMENT; AND ENACTING PROVISIONS INCIDENT AND RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDINANCE

WHEREAS, under the provisions of Subchapter C, Chapter 271, Texas Local Government Code, as amended, the Town of Northlake, Texas (the "Town"), is authorized to issue certificates of obligation for the purposes specified in this Ordinance and for the payment of all or a portion of the contractual obligations for professional services, including that of engineers, attorneys, and financial advisors in connection therewith, and to sell the same for cash as herein provided; and

WHEREAS, the Town is authorized to provide that such obligations will be payable from and secured by the levy of a direct and continuing ad valorem tax against all taxable property within the Town, in combination with all or a part of certain revenues of the Town's combined water and wastewater system (the "System") remaining after payment of any obligations of the Town payable in whole or in part from a lien or pledge of such revenues that would be superior to the obligations to be authorized herein as authorized by Chapter 1502, Texas Government Code; and

WHEREAS, the Town Council has found and determined that it is necessary and in the best interests of the Town and its citizens that it issue such certificates of obligation authorized by this Ordinance; and

WHEREAS, pursuant to a resolution heretofore passed by this governing body, notice of intention to issue certificates of obligation of the Town payable as provided in this Ordinance was published in a newspaper of general circulation in the Town in accordance with the laws of the State of Texas, such certificates of obligation to be issued for the purpose of paying contractual obligations to be incurred for the purposes set forth in Section 3.1 hereof; and

WHEREAS, no petition of any kind has been filed with the Town Secretary, any member of the Town Council or any other official of the Town, protesting the issuance of such certificates of obligation; and

WHEREAS, this Town Council is now authorized and empowered to proceed with the issuance of said certificates of obligation and to sell the same for cash; and

WHEREAS, the meeting at which this Ordinance is considered is open to the public as required by law, and public notice of the time, place, and purpose of said meeting was given as required by Chapter 551, Texas Government Code, as amended; therefore,

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.1 Definitions.

Unless otherwise expressly provided or unless the context clearly requires otherwise in this Ordinance, the following terms shall have the meanings specified below:

“Authorized Officer” means the Town’s Director of Finance, or his designee.

“Certificate” means any of the Certificates.

“Certificate Date” means the date designated as the initial date of the Certificates by Section 3.2(a) of this Ordinance.

“Certificates” means the certificates of obligation authorized to be issued by Section 3.1 of this Ordinance and designated as “Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024.”

“Town” means the Town of Northlake, Texas.

“Closing Date” means the date of the initial delivery of and payment for the Certificates.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named herein, its office in Dallas, Texas, or at such other location designated by the Paying Agent/Registrar and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the Town and such successor.

“DTC” means The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access system.

“Event of Default” means any event of default as defined in Section 10.1 of this Ordinance.

“Financial Obligation” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“Fiscal Year” means such fiscal year as shall from time to time be set by the Town Council.

“Initial Certificate” means the initial certificate authorized by Section 3.4 of this Ordinance.

“Interest and Sinking Fund” means the interest and sinking fund established by Section 2.2 of this Ordinance.

“Interest Payment Date” means the date or dates upon which interest on the Certificates is scheduled to be paid until their respective dates of maturity or prior redemption, such dates being February 15 and August 15 of each year, commencing on February 15, 2025.

“MSRB” means the Municipal Securities Rulemaking Board.

“Net Revenues” means the gross revenues of the System less the expenses of operation and maintenance as said expenses are defined by Chapter 1502, Texas Government Code, as amended.

“Owner” means the person who is the registered owner of a Certificate or Certificates, as shown in the Register.

“Paying Agent/Registrar” means Zions Bank, National Association, Amegy Bank Division, Houston, Texas.

“Prior Lien Bonds” means any and all bonds or other obligations of the Town presently outstanding or that may be hereafter issued, payable from and secured by a first lien on and pledge of the Net Revenues or by a lien on and pledge of the Net Revenues subordinate to a first lien and pledge of such Net Revenues but superior to the lien and pledge of the Surplus Revenues made for the Certificates.

“Project” means the purposes for which the Certificates are issued as set forth in Section 3.1.

“Purchasers” means the initial purchasers of the Certificates as set forth herein..

“Record Date” means the last business day of the month next preceding an Interest Payment Date.

“Register” means the Register specified in Section 3.6(a) of this Ordinance.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Representations Letter” means the Blanket Letter of Representations between the Town and DTC.

“Rule” means SEC Rule 15c2-12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

“Surplus Revenues” means the revenues of the System in an amount equal to \$1,000 remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with the Town’s Prior Lien Bonds.

“Surplus Revenue Fund” means the surplus revenue fund established by Section 2.3 of this Ordinance.

“System” as used in this Ordinance means the Town’s combined water and wastewater system, including all present and future additions, extensions, replacements, and improvements thereto.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of principal of, redemption premium, if any, or interest on the Certificates as the same come due and payable or money set aside for the payment of Certificates duly called for redemption prior to maturity.

Section 1.2 Findings.

The declarations, determinations, and findings declared, made, and found in the preamble to this Ordinance are hereby adopted, restated, and made a part of the operative provisions hereof.

Section 1.3 Table of Contents, Titles, and Headings.

The table of contents, titles, and headings of the Articles and Sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.4 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein.

ARTICLE II

SECURITY FOR THE CERTIFICATES; INTEREST AND SINKING FUND

Section 2.1 Payment of the Certificates.

(a) Pursuant to the authority granted by the Texas Constitution and laws of the State of Texas, there shall be levied and there is hereby levied for the current year and for each succeeding year thereafter while any of the Certificates or any interest thereon is outstanding and unpaid, an ad valorem tax on each one hundred dollars valuation of taxable property within the Town, at a rate sufficient, within the limit prescribed by law, to pay the debt service requirements of the Certificates, being (i) the interest on the Certificates, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent per annum (whichever amount is the greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the Town most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Certificates when and as due and payable in accordance with their terms and this Ordinance.

(d) The amount of taxes to be provided annually for the payment of principal of and interest on the Certificates shall be determined and accomplished in the following manner:

(i) The Town's annual budget shall reflect (a) the amount of debt service requirements to become due on the Certificates in the next succeeding Fiscal Year of the Town, (b) the amount on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund, as of the date such budget is prepared (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year), and (c) the amount of Surplus Revenues estimated and budgeted to be available for the payment of such debt service requirements on the Certificates during the next succeeding Fiscal Year of the Town.

(ii) The amount required to be provided in the succeeding Fiscal Year of the Town from ad valorem taxes shall be the amount, if any, the debt service requirements to be paid on the Certificates in the next succeeding Fiscal Year of the Town exceeds the sum of (a) the amount shown to be on deposit in the Surplus Revenue Fund and the Interest and Sinking Fund (after giving effect to any payments required to be made during the remainder of the then current Fiscal Year) at the time the annual budget is prepared, and (b) the Surplus Revenues shown to be budgeted and available for payment of said debt service requirements.

(iii) Following the final approval of the annual budget of the Town, the governing body of the Town shall, by ordinance, levy an ad valorem tax at a rate sufficient to produce taxes in the amount determined in paragraph (ii) above, to be utilized for purposes of paying the principal of and interest on the Certificates in the next succeeding Fiscal Year of the Town.

(e) The Town hereby covenants and agrees that the Surplus Revenues are hereby irrevocably pledged equally and ratably to the payment of the principal of, redemption premium, if any, and interest on the Certificates, as the same become due.

Section 2.2 Interest and Sinking Fund.

(a) The Town hereby establishes a special fund or account to be designated the “Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024, Interest and Sinking Fund” (the “Interest and Sinking Fund”) said fund to be maintained at an official depository bank of the Town separate and apart from all other funds and accounts of the Town.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Certificates when and as due and payable in accordance with their terms and this Ordinance.

Section 2.3 Surplus Revenue Fund.

The Town hereby establishes a special fund or account to be designated the “Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024, Surplus Revenue Fund” (the “Surplus Revenue Fund”) said fund to be maintained at an official depository bank of the Town separate and apart from all other funds and accounts of the Town, and shall in no event be diverted or drawn upon for any purpose other than those herein provided. All Surplus Revenues shall be paid over and deposited into the Surplus Revenue Fund. The Surplus Revenues shall be appropriated and employed in the following order:

(a) First: For deposit to the Interest and Sinking Fund to provide for the payment of the debt service requirements of the Certificates in accordance with the terms and conditions of this Ordinance; and

(b) Second: After all the requirements of subparagraph (a) above have been provided for, whether by the collection of an ad valorem tax levied in this Ordinance or by the use of the pledged Surplus Revenues, the Surplus Revenues may be used for any lawful purpose.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE CERTIFICATES

Section 3.1 Authorization.

The Town's certificates of obligation to be designated "Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Taxable Series 2024" (the "Certificates"), are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, specifically Subchapter C, Chapter 271, Texas Local Government Code, as amended, and the Town's Home-Rule Charter. The Certificates shall be issued in the aggregate principal amount of \$_____ for the purpose of paying contractual obligations to be incurred for the following purposes, to wit: (i) acquiring, establishing, developing, constructing and equipping a new multipurpose sports facility, including parking, road, street, water, sewer or park facilities or other infrastructure related thereto; (ii) professional services incurred in connection with item (i) and (iii) to pay the costs incurred in connection with the issuance of the Certificates.

Section 3.2 Date, Denomination, Maturities, and Interest.

(a) The Certificates shall be dated the date of their delivery to the initial purchaser (the "Delivery Date"). The Certificates shall be in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Certificate, which shall be numbered T-1.

(b) The Certificates shall mature on February 15 in the years and in the principal amounts set forth in the following schedule:

\$_____ Serial Certificates

<u>Year</u>	<u>Principal</u>	<u>Interest Rate</u>
<u>2/15</u>	<u>Amount</u>	
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		

2039
2040
2041
2042
2043
2044

\$ _____ Term Certificates

Year	Principal	
<u>2/15</u>	<u>Amount</u>	<u>Interest Rate</u>
20__		
20__		
20__		

(c) Interest shall accrue and be paid on each Certificate respectively until its maturity or prior redemption from the later of the date of their date of delivery to the Initial Purchaser (the “Delivery Date”) or the most recent Interest Payment Date to which interest has been paid or provided for at the rates per annum for each respective maturity specified in the schedule contained in subsection (b) above. Such interest shall be payable semiannually on February 15 and August 15 of each year, commencing on February 15, 2025, computed on the basis of a 360-day year of twelve 30-day months.

Section 3.3 Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Certificates shall be paid in lawful money of the United States of America.

(b) Interest on the Certificates shall be payable to the Owners as shown in the Register at the close of business on the Record Date.

(c) Interest shall be paid by check, dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, at the address thereof as it appears in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the Owner; provided, however, that the Owner shall bear all risk and expense of such alternative banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

(d) The principal of each Certificate shall be paid to the Owner thereof on the due date, whether at the maturity date or the date of prior redemption thereof, upon presentation and surrender of such Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Certificates shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the Town where the

Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in Section 3.2 of this Ordinance.

(f) Unclaimed Payments shall be segregated in a special escrow account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Certificates to which the Unclaimed Payments pertain. Subject to Title 6 of the Texas Property Code. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be applied to the next payment on the Certificates thereafter coming due; to the extent any such moneys remain three years after the retirement of all outstanding Certificates, such moneys shall be paid to the Town to be used for any lawful purpose. Thereafter, neither the Town, the Paying Agent/Registrar, nor any other person shall be liable or responsible to any Owners of such Certificates for any further payment of such unclaimed moneys or on account of any such Certificates, subject to Title 6 of the Texas Property Code.

Section 3.4 Execution and Registration of Certificates.

(a) The Certificates shall be executed on behalf of the Town by the Mayor and the Town Secretary, by their manual or facsimile signatures, and the official seal of the Town shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Certificates shall have the same effect as if each of the Certificates had been signed manually and in person by each of said officers, and such facsimile seal on the Certificates shall have the same effect as if the official seal of the Town had been manually impressed upon each of the Certificates.

(b) In the event that any officer of the Town whose manual or facsimile signature appears on the Certificates ceases to be such officer before the authentication of such Certificates or before the delivery thereof, such manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Certificate shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Certificates. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Certificate delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which Certificate shall be evidence that the Certificate has been duly approved by the Attorney General of the State of Texas, that it is a valid and binding obligation of the Town, and that it has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, one initial Certificate representing the entire principal amount of all Certificates, payable in stated installments to the Purchaser, or its designee, executed by the

Mayor and Town Secretary of the Town, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or its designee. Upon payment for the Initial Certificate, the Paying Agent/Registrar shall cancel the Initial Certificate and deliver a single registered, definitive Certificate for each maturity, in the aggregate principal amount thereof, to DTC on behalf of the Purchaser. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Certificates in safekeeping for DTC.

Section 3.5 Ownership.

(a) The Town, the Paying Agent/Registrar, and any other person may treat the person in whose name any Certificate is registered as the absolute owner of such Certificate for the purpose of making and receiving payment as herein provided (except interest shall be paid to the person in whose name such Certificate is registered on the Record Date), and for all other purposes, whether or not such Certificate is overdue, and neither the Town nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Certificate shall be valid and effectual and shall discharge the liability of the Town and the Paying Agent/Registrar upon such Certificate to the extent of the sums paid.

Section 3.6 Registration, Transfer, and Exchange.

(a) So long as any Certificates remain outstanding, the Town shall cause the Paying Agent/Registrar to keep at the Designated Payment/Transfer Office a register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Certificates in accordance with this Ordinance.

(b) The ownership of a Certificate may be transferred only upon the presentation and surrender of the Certificate at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar. No transfer of any Certificate shall be effective until entered in the Register.

(c) The Certificates shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office of the Paying Agent/Registrar for a Certificate or Certificates of the same maturity and interest rate and in a denomination or denominations of any integral multiple of \$5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Certificates presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Certificates exchanged for other Certificates in accordance with this Section.

(d) Each exchange Certificate delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such exchange Certificate is delivered.

(e) No service charge shall be made to the Owner for the initial registration, subsequent transfer, or exchange for a different denomination of any of the Certificates. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer, or exchange of a Certificate.

(f) Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Certificate called for redemption, in whole or in part, where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Certificate.

Section 3.7 Cancellation.

All Certificates paid or redeemed before scheduled maturity in accordance with this Ordinance, and all Certificates in lieu of which exchange Certificates or replacement Certificates are authenticated and delivered in accordance with this Ordinance, shall be cancelled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall then return such cancelled Certificates to the Town or may in accordance with law destroy such cancelled Certificates and periodically furnish the Town with certificates of destruction of such Certificates.

Section 3.8 Temporary Certificates.

(a) Following the delivery and registration of the Initial Certificate and pending the preparation of definitive Certificates, the Town may execute and, upon the Town's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Certificates that are printed, lithographed, typewritten, mimeographed, or otherwise produced, in any denomination, substantially of the tenor of the definitive Certificates in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions, and other variations as the officers of the Town executing such temporary Certificates may determine, as evidenced by their signing of such temporary Certificates.

(b) Until exchanged for Certificates in definitive form, such Certificates in temporary form shall be entitled to the benefit and security of this Ordinance.

(c) The Town, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar; thereupon, upon the presentation and surrender of the Certificate or Certificates in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a Certificate or Certificates of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Certificate or Certificates in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.9 Replacement Certificates.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Certificate, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a

replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding. The Town or the Paying Agent/Registrar may require the Owner of such Certificate to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Certificate is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Certificate has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Certificate of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction, or theft of such Certificate;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar to save it and the Town harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the Town and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Certificate, a bona fide purchaser of the original Certificate in lieu of which such replacement Certificate was issued presents for payment such original Certificate, the Town and the Paying Agent/Registrar shall be entitled to recover such replacement Certificate from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the Town or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Certificate has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Certificate, may pay such Certificate when it becomes due and payable.

(e) Each replacement Certificate delivered in accordance with this Section shall constitute an original additional contractual obligation of the Town and shall be entitled to the benefits and security of this Ordinance to the same extent as the Certificate or Certificates in lieu of which such replacement Certificate is delivered.

Section 3.10 Book-Entry-Only System.

(a) Notwithstanding any other provision hereof, upon initial issuance of the Certificates, the Certificates shall be registered in the name of Cede & Co., as nominee of DTC.

The definitive Certificates shall be initially issued in the form of a single separate certificate for each of the maturities thereof.

(b) With respect to Certificates registered in the name of Cede & Co., as nominee of DTC, the Town and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Certificates. Without limiting the immediately preceding sentence, the Town and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, as shown in the Register of any amount with respect to principal of, premium, if any, or interest on the Certificates. Notwithstanding any other provision of this Ordinance to the contrary, the Town and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Certificate is registered in the Register as the absolute owner of such Certificate for the purpose of payment of principal of, premium, if any, and interest on Certificates, for the purpose of giving notices of redemption and other matters with respect to such Certificate, for the purpose of registering transfer with respect to such Certificate, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of, premium, if any, and interest on the Certificates only to or upon the order of the respective Owners as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the Town's obligations with respect to payment of, premium, if any, and interest on the Certificates to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a certificate evidencing the obligation of the Town to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representations Letter previously executed and delivered by the Town, and applicable to the Town's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Certificates.

Section 3.11 Successor Securities Depository; Transfer Outside Book-Entry-Only System.

In the event that the Town determines that it is in the best interest of the Town and the beneficial owners of the Certificates that they be able to obtain certificated Certificates, or in the event DTC discontinues the services described herein, the Town shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Certificates to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Certificates and cause the Paying Agent/Registrar to transfer one or more separate registered Certificates to DTC Participants having Certificates credited to their DTC accounts. In such event, the Certificates shall no longer be restricted to being registered in the Register in the name of Cede

& Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Certificates shall designate, in accordance with the provisions of this Ordinance.

Section 3.12 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as the Certificates are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Certificates, and all notices with respect to such Certificates shall be made and given, respectively, in the manner provided in the Representations Letter of the Town to DTC.

ARTICLE IV

REDEMPTION OF CERTIFICATES BEFORE MATURITY

Section 4.1 Limitation on Redemption.

The Certificates shall be subject to redemption before scheduled maturity only as provided in this Article IV.

Section 4.2 Optional Redemption.

(a) The Town reserves the option to redeem Certificates maturing on and after February 15, 2034, in whole or in part, in principal amounts equal to \$5,000 or any integral multiple thereof, before their respective scheduled maturity dates, on February 15, 2033 or any date thereafter, such redemption date or dates to be fixed by the Town, at a redemption price equal to the principal amount of the Certificates called for redemption, plus accrued interest to the date fixed for redemption.

(b) The Town, at least forty-five (45) days before the redemption date, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption date and of the principal amount of Certificates to be redeemed.

Section 4.3 Partial Redemption.

(a) If less than all of the Certificates are to be redeemed pursuant to Section 4.02 hereof, the Town shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity or maturities and in such principal amounts for redemption.

(b) A portion of a single Certificate of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. If such a Certificate is to be partially redeemed, the Paying Agent/Registrar shall treat each \$5,000 portion of the Certificate as though it were a single Certificate for purposes of selection for redemption.

(c) Upon surrender of any Certificate for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver

an exchange Certificate or Certificates in an aggregate principal amount equal to the unredeemed portion of the Certificate so surrendered, such exchange being without charge.

(d) The Paying Agent/Registrar shall promptly notify the Town in writing of the principal amount to be redeemed of any Certificate as to which only a portion thereof is to be redeemed.

Section 4.4 Mandatory Sinking Fund Redemption.

(a) The Certificates maturing on February 15, 20__, February 15, 20__, and February 15, 20__ (the "Term Certificates") are subject to scheduled mandatory redemption and will be redeemed by the Town, in part at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth below.

\$ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__

February 15, 20__ *

*maturity

\$ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__

February 15, 20__ *

\$ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__

February 15, 20__ *

(b) At least forty-five (45) days prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Certificates equal to the aggregate principal amount of such Term Certificates to be redeemed, shall call such Term Certificates for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.5.

(c) The principal amount of the Term Certificates required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.00 shall be reduced, at the option of the Town, by the principal amount of any Term Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Town at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.5 Payment Upon Redemption.

(a) Before or on each redemption date, the Town shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Certificates to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the Town and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Certificates being redeemed.

(b) Upon presentation and surrender of any Certificate called for redemption at the Designated Payment/Transfer Office of the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Certificate to the date of redemption from the money set aside for such purpose.

Section 4.6 Conditional Notice of Redemption.

The Town reserves the right, in the case of an optional redemption pursuant to Section 4.2 herein, to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Town retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the Town delivers a certificate of the Town to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the Town to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

Section 4.7 Lapse of Payment.

Money set aside for the redemption of the Certificates and remaining unclaimed by Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

Section 4.8 Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.06 of this Ordinance, the Certificates or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the Town defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Certificates or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Certificates are presented and surrendered for payment on such date.

(b) If the Town shall fail to make provision for payment of all sums due on a redemption date, then any Certificate or portion thereof called for redemption shall continue to bear interest at the rate stated on the Certificate until due provision is made for the payment of same by the Town.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.1 Appointment of Initial Paying Agent/Registrar. Zions Bank, National Association, DBA Amegy Bank Division, Houston, Texas is hereby appointed as the initial Paying Agent/Registrar for the Certificates.

Section 5.2 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank, a trust company organized under the laws of the State of Texas, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Certificates.

Section 5.3 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Certificates are outstanding, the Town will maintain a Paying Agent/Registrar that is qualified under Section 5.2 of this Ordinance. The Mayor is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the Town and the Paying Agent/Registrar in substantially the form presented at this meeting, such form of agreement being hereby approved. The signature of the Mayor shall be attested by the Town Secretary of the Town.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the Town will promptly appoint a replacement.

Section 5.4 Termination.

The Town, upon not less than sixty (60) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated written notice of such termination.

Section 5.5 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the Town will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.6 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar and executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed thereby.

Section 5.7 Delivery of Records to Successor.

If a Paying Agent/Registrar is replaced, such Paying Agent, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Certificates to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE CERTIFICATES

Section 6.1 Form Generally.

(a) The Certificates, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Certificates, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Ordinance, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the Town or by the officers executing such Certificates, as evidenced by their execution thereof.

(b) Any portion of the text of any Certificates may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Certificates.

(c) The definitive Certificates, if any, shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Certificates, as evidenced by their execution thereof.

(d) The Initial Certificate submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

Section 6.2 Form of the Certificates.

The form of the Certificates, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Certificates, shall be substantially as follows:

(a) Form of Certificate.

REGISTERED

REGISTERED

No. _____

\$ _____

United States of America
State of Texas
County of Denton
TOWN OF NORTHLAKE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE
CERTIFICATE OF OBLIGATION
TAXABLE SERIES 2024

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP NUMBER:

_____ % February 15, _____ July 11, 2024 _____

The Town of Northlake (the “Town”), in the County of Denton, State of Texas, for value received, hereby promises to pay to

or registered assigns, on the Maturity Date specified above, the sum of

_____ DOLLARS

and to pay interest on such principal amount from the later of the Delivery Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such August to be paid semiannually on February 15 and August 15 of each year, commencing February 15, 2025.

The principal of this Certificate shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Certificate at the corporate trust office in Dallas, Texas (the “Designated Payment/Transfer Office”), of Zions Bank, National Association, Amegy Bank Division, Houston Texas or, with respect to a successor Paying Agent/Registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Certificate is payable by check dated as of the interest payment date, and will be mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books

kept by the Paying Agent/Registrar or by such other customary banking arrangement acceptable to the Paying Agent/Registrar and the registered owner; provided, however, such registered owner shall bear all risk and expenses of such customary banking arrangement. At the option of an Owner of at least \$1,000,000 principal amount of the Certificates, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar. For the purpose of the payment of interest on this Certificate, the registered owner shall be the person in whose name this Certificate is registered at the close of business on the "Record Date," which shall be the last business day of the month next preceding such interest payment date.

If the date for the payment of the principal of or interest on this Certificate shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the Town where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day that is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Certificate is one of a series of fully registered certificates dated July 11, 2024 specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the "Certificates"), issued pursuant to a certain ordinance of the Town (the "Ordinance") for the purpose of paying contractual obligations to be incurred for authorized public improvements (collectively, the "Project"), as described in the Ordinance, and to pay the contractual obligations for professional services of attorneys, financial advisors and other professionals in connection with the Project and the issuance of the Certificates.

The Town has reserved the option to redeem the Certificates maturing on or after February 15, 2034, in whole or in part before their respective scheduled maturity dates, on February 15, 2033, or on any date thereafter, at a price equal to the principal amount of the Certificates so called for redemption plus accrued interest to the date fixed for redemption. If less than all of the Certificates are to be redeemed, the Town shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Certificates, or portions thereof, within such maturity and in such principal amounts, for redemption.

The Certificates maturing on February 15, 20__, February 15, 20__, and February 15, 20__ (the "Term Certificates"), are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the Town, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>\$_____ Term Certificates Maturing February 15, 20__</u>	
<u>Redemption Date</u>	<u>Redemption Amount</u>
February 15, 20__	
February 15, 20__	
February 15, 20__ *	

*maturity

\$ Term Certificates Maturing February 15, 20

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__

February 15, 20__ *

*maturity

\$ Term Certificates Maturing February 15, 20

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__

February 15, 20__ *

*maturity

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Certificates (or with respect to Term Certificates having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Certificates required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the Town, by the principal amount of any Certificates which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the Town at a price not exceeding the principal amount of such Certificates plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Notice of such redemption or redemptions shall be given by first class mail, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the registered owner of each of the Certificates to be redeemed in whole or in part. Notice having been so given, the Certificates or portions thereof designated for redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Certificates or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Certificates or portions thereof shall cease to accrue.

The Town reserves the right to give notice of its election or direction to redeem Certificates conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the Town retains the right to rescind such notice at any time on or prior to the scheduled redemption date if

the Town delivers a certificate of the Town to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Certificates subject to conditional redemption and such redemption has been rescinded shall remain Outstanding and the rescission of such redemption shall not constitute an event of default. Further, in the case of a conditional redemption, the failure of the Town to make moneys and or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Certificate is transferable upon surrender of this Certificate for transfer at the designated office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Certificates of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the Town nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Certificate called for redemption where such redemption is scheduled to occur within forty five (45) calendar days of the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Certificate.

The Town, the Paying Agent/Registrar, and any other person may treat the person in whose name this Certificate is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Certificate is registered on the Record Date) and for all other purposes, whether or not this Certificate be overdue, and neither the Town nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Certificate and the series of which it is a part is duly authorized by law; that all acts, conditions, and things to be done precedent to and in the issuance of the Certificates have been properly done and performed and have happened in regular and due time, form, and manner as required by law; that ad valorem taxes upon all taxable property in the Town have been levied for and pledged to the payment of the debt service requirements of the Certificates within the limit prescribed by law; that, in addition to said taxes, further provisions have been made for the payment of the debt service requirements of the Certificates by pledging to such purpose Surplus Revenues, as defined in the Ordinance, derived by the Town from the operation of the combined water and wastewater system in an amount limited to \$1,000; that when so collected, such taxes and Surplus Revenues shall be appropriated to such purposes; and that the total indebtedness of the Town, including the Certificates, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the Town has caused this Certificate to be executed by the manual or facsimile signature of the Mayor of the Town and countersigned by the manual or facsimile signature of the Town Secretary, and the official seal of the Town has been duly impressed or placed in facsimile on this Certificate.

Town Secretary, Town of Northlake, Texas
[SEAL]

Mayor, Town of Northlake, Texas

(b) Form of Comptroller's Registration Certificate. The following Comptroller's Registration Certificate may be deleted from the definitive Certificates if such certificate on the Initial Certificate is fully executed.

OFFICE OF THE COMPTROLLER §
OF PUBLIC ACCOUNTS §
OF THE STATE OF TEXAS §

REGISTER NO. _____

I hereby certify that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Certificate has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the Town of Northlake, Texas; and that this Certificate has this day been registered by me.

Witness my hand and seal of office at Austin, Texas, _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(c) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Certificate if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Certificate of this series of certificates of obligation was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas, and that this is one of the Certificates referred to in the within-mentioned Ordinance.

ZIONS BANK, NATIONAL
ASSOCIATION, AMEGY BANK
DIVISION, HOUSTON, TEXAS.

_____,
as Paying Agent/Registrar

Dated: _____

By: _____
Authorized Officer

(d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Certificate and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Certificate on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Certificate in every particular and

Authorized Signatory

must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(e) The Initial Certificate shall be in the form set forth in paragraphs (a), (b) and (d) of this Section, except for the following alterations:

(i) immediately under the name of the Certificate the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the expression “As shown below” and the words “CUSIP NUMBER” deleted; and

(ii) in the first paragraph of the Certificate, the words “on the maturity date specified above” shall be deleted and the following will be inserted: “on February 15 in each of the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

<u>Years</u>	<u>Principal Installments</u>	<u>Interest Rate</u>
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(Information to be inserted from Section 3.02)

Section 6.3 CUSIP Registration.

The Town may secure identification numbers through the CUSIP Services Bureau managed by FactSet Research Systems Inc. on behalf of the American Bankers Association, and may authorize the printing of such numbers on the face of the Certificates. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Certificates shall be of no significance or effect in regard to the legality thereof and neither the Town nor the attorneys approving said Certificates as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Certificates.

Section 6.4 Legal Opinion.

The approving legal opinion of Bracewell LLP, Bond Counsel, may be attached to or printed on the reverse side of each Certificate over the certification of the Town Secretary of the Town, which may be executed in facsimile.

Section 6.5 Bond Insurance.

Information pertaining to bond insurance, if any, may be printed on each Certificate.

ARTICLE VII

CREATION OF FUNDS, SALE AND DELIVERY OF CERTIFICATES, DEPOSIT OF PROCEEDS

Section 7.1 Sale of Certificates, Official Statement.

(a) The Certificates, having been duly advertised and offered for sale at competitive bid, are hereby officially sold and awarded to _____ (the "Purchaser") for a purchase price equal to the principal amount thereof plus a cash premium of \$_____, being the bid which produced the lowest true interest cost to the Town. The Initial Certificate shall be registered in the name of the Purchaser or its designee.

(b) The form and substance of the Preliminary Official Statement for the Certificates and any addenda, supplement or amendment thereto (the "Preliminary Official Statement") and the final Official Statement (the "Official Statement") presented to and considered at this meeting, are hereby in all respects approved and adopted, and the Preliminary Official Statement is hereby deemed final as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, by the Town Council. The use and distribution of the Preliminary Official Statement in the public offering of the Certificates by the Purchaser is hereby authorized. The Town Manager, Finance Director, the Mayor and the Town Secretary of the Town are hereby authorized and directed to use and distribute or authorize the use and distribution of the final Official Statement and any addenda, supplement or amendment thereto (the "Official Statement") and deliver appropriate numbers of copies thereof to the Purchaser of the Certificates. The Official Statement as thus approved and delivered, with such appropriate variations as shall be approved by the Town Manager, the Finance Director, the Mayor of the Town and the Purchaser, may be used by the Purchaser in the public offering and sale thereof. The Town Secretary is hereby authorized and directed to include and maintain a copy of the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(c) The Mayor, the Authorized Officer and all other officers of the Town are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Certificates, to pay the costs of issuance of the Certificates, and to effectuate the terms and provisions of this Ordinance. Further, in connection with the submission of the record of proceedings for the Certificates to the Attorney General of the State of Texas for examination and approval of such Certificates, the appropriate officer of the Town is hereby authorized and directed to issue a check of the Town payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(d) The obligation of the Purchaser or Underwriter to accept delivery of the Certificates is subject to the Purchaser being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the Town, which opinion shall be dated and delivered the Closing Date

(e) The Mayor or Town Manager are hereby authorized and directed to execute an engagement letter with Bond Counsel, setting forth such firm's duties as Disclosure Counsel for the Town, and such engagement letter and the terms thereof in the form presented at this meeting are hereby approved and accepted.

Section 7.2 Control and Delivery of Certificates.

(a) The Mayor of the Town is hereby authorized to have control of the Initial Certificate and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Certificates shall be made to the Representative under and subject to the general supervision and direction of the Mayor, against receipt by the Town of all amounts due to the Town under the terms of sale.

(c) In the event the Mayor or Town Secretary is absent or otherwise unable to execute any document or take any action authorized herein, the Mayor Pro Tem and the Assistant Town Secretary, respectively, shall be authorized to execute such documents and take such actions, and the performance of such duties by the Mayor Pro Tem and the Assistant Town Secretary shall for the purposes of this Ordinance have the same force and effect as if such duties were performed by the Mayor and Town Secretary, respectively.

Section 7.3 Deposit of Proceeds.

(a) \$_____ of the proceeds of the Certificates received on the Closing Date shall be deposited to a special construction fund of the Town, such moneys to be dedicated and used for the purposes specified in Section 3.01.

(b) The remaining proceeds of the Certificates shall be used to pay the cost of issuance of the Certificates, including the insurance premium. Any amounts remaining after payment of such costs shall be deposited in the Interest and Sinking Fund.

ARTICLE VIII

INVESTMENTS

Section 8.1 Investments.

(a) Money in the Interest and Sinking Fund or the Surplus Revenue Fund created by this Ordinance, at the option of the Town, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which such money is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely

applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.2 Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund and the Surplus Revenue Fund shall be credited to their respective funds.

(b) Interest and income derived from investment of the funds to be deposited pursuant to Section 7.3(b) hereof shall be credited to the account where deposited until the acquisition or construction of said projects is completed and thereafter, to the extent such interest and income are present, such interest and income shall be deposited to the Interest and Sinking Fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.1 Payment of the Certificates.

On or before each Interest Payment Date while any of the Certificates are outstanding and unpaid, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such interest on and principal of, redemption premium, if any, and interest on the Certificates as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 9.2 Other Representations and Covenants.

(a) The Town will faithfully perform, at all times, any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Certificate; the Town will promptly pay or cause to be paid the principal of, redemption premium, if any, and interest on each Certificate on the dates and at the places and manner prescribed in such Certificate; and the Town will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The Town is duly authorized under the laws of the State of Texas to issue the Certificates; all action on its part for the creation and issuance of the Certificates has been duly and effectively taken; and the Certificates in the hands of the Owners thereof are and will be valid and enforceable obligations of the Town in accordance with their terms.

Section 9.3 Federal Income Tax Matters.

(a) General. The Town covenants not to take any action or omit to take any action that, if taken or omitted, would cause the interest on the Certificates to be includable in gross income for federal income tax purposes. In furtherance thereof, the Town covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the Town in connection with the Certificates.

(b) No Private Activity Bonds. The Town covenants that it will use the proceeds of the Certificates (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Certificates will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the Town will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Certificates to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The Town covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Certificates to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The Town covenants not to take any action or omit to take action that, if taken or omitted, would cause the Certificates to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The Town covenants that it will make such use of the proceeds of the Certificates (including investment income) and regulate the investment of such proceeds of the Certificates so that the Certificates will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The Town covenants that, if the Town does not qualify for an exception to the requirements of section 148(f) of the Code, the Town will comply with the requirement that certain amounts earned by the Town on the investment of the gross proceeds of the Certificates, be rebated to the United States.

(g) Information Reporting. The Town covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Certificates in accordance with section 149(e) of the Code.

(h) Record Retention. The Town covenants to retain all material records relating to the expenditure of the proceeds (including investment income) the Certificates and the use of the property financed, directly or indirectly, thereby until three years after the last Certificate is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Certificates are “registration-required bonds” under section 149(a)(2) of the Code, the Certificates will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the Town will not be required to comply with any of the federal tax covenants set forth above if the Town has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Certificates from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Ordinance, the Town's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Certificates for as long as such matters are relevant to the excludability of interest on the Certificates from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the Town, this Ordinance serves as the Town's official declaration of intent to use proceeds of the Certificates to reimburse itself from proceeds of the Certificates issued in the maximum amount authorized by this Ordinance for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in the event more than three years after the original expenditure is paid.

ARTICLE X

DEFAULT AND REMEDIES

Section 10.1 Events of Default.

Each of the following occurrences or events for the purpose of this Ordinance is hereby declared to be an Event of Default:

- (i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Certificates when the same becomes due and payable; or
- (ii) default in the performance or observance of any other covenant, agreement, or obligation of the Town, which default materially and adversely affects the rights of the Owners, including but not limited to their prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of sixty (60) days after notice of such default is given by any Owner to the Town.

Section 10.2 Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an authorized representative thereof, including but not limited to a trustee or trustees therefor, may proceed against the Town for the purpose of protecting and enforcing the rights of the Owners under this Ordinance by mandamus or other suit, action or special proceeding in equity or at law in any court of competent jurisdiction for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Certificates then outstanding.

Section 10.3 Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Certificates or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Ordinance, the right to accelerate the debt evidenced by the Certificates shall not be available as a remedy under this Ordinance.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

ARTICLE XI

DISCHARGE

Section 11.1 Discharge.

The Certificates may be defeased, discharged or refunded in any manner permitted by applicable law.

ARTICLE XII

MISCELLANEOUS

Section 12.1 Changes to Ordinance.

The Mayor and Town Manager, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 12.2 Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 12.3 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Town or any person executing any Certificates.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.1 Annual Reports.

(a) The Town shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the Town, financial information and operating data with respect to the Town of the general type included in the final Official Statement, being information described in Tables 1-6 and 8-16, and (2) audited financial statements of the Town within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Generally Accepted Accounting Principles or such other accounting principles as the Town may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the Town commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the Town shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the Town changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the Town otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific referenced to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB or filed with the SEC.

Section 13.2 Notice of Disclosure Events.

(a) The Town shall notify the MSRB, in a timely manner not in excess of ten (10) Business Days after the occurrence of the event, of any of the following events with respect to the Certificates:

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-

TEB) or other material notices or determinations with respect to the tax status of the Certificates, or other material events affecting the tax status of the Certificates;

(vii) Modifications to rights of holders of the Certificates, if material;

(viii) Bond calls, if material, and tender offers;

(ix) Defeasances;

(x) Release, substitution, or sale of property securing repayment of the Certificates, if material;

(xi) Rating changes;

(xii) Bankruptcy, insolvency, receivership or similar event of the Town;

(xiii) The consummation of a merger, consolidation, or acquisition involving the Town or the sale of all or substantially all of the assets of the Town, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(xiv) Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material;

(xv) Incurrence of a Financial Obligation of the Town, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Town, any of which affect security holders, if material; and

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Town, any of which reflect financial difficulties.

Any event described in (xii), is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person; and the Town intends the words used in the immediately preceding paragraphs (xv) and (xvi) and the definition of financial obligations in those sections to have the same meanings as when they are used in rule and sec release no. 34-83885, dated August 20, 2018.

(b) The Town shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the Town to provide required annual financial

information and notices of material events in accordance with Sections 13.1 and 13.2. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.3 Limitations, Disclaimers and Amendments.

(a) The Town shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the Town remains an “obligated person” with respect to the Certificates within the meaning of the Rule, except that the Town in any event will give notice of any Bond calls and any defeasances that cause the Town to be no longer an “obligated person.”

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Certificates, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The Town undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the Town’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The Town does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES SHALL THE TOWN BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE TOWN, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the Town in observing or performing its obligations under this Article shall constitute a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the Town under federal and state securities laws.

(e) The provisions of this Article may be amended by the Town from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Town, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Ordinance that authorizes

such an amendment) of the Outstanding Certificates consent to such amendment or (B) an entity or individual person that is unaffiliated with the Town (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Certificates. If the Town so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.1 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in type of financial information or operating data so provided.

Section 13.4 Amendments to the Rule.

In the event the Authorized Officer, in consultation with Bond Counsel and the Town's financial advisor, determines that it is necessary or desirable to amend the provisions of Article XII in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes.

ARTICLE XIV

AMENDMENTS

Section 14.1 Amendments.

This Ordinance shall constitute a contract with the Owners, be binding on the Town, and shall not be amended or repealed by the Town so long as any Certificate remains outstanding except as permitted in this Section. The Town may, without consent of or notice to any Owners, from time to time and at any time, amend this Ordinance in any manner not detrimental to the interests of the Owners, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Town may, with the written consent of the Owners of the Certificates holding a majority in aggregate principal amount of the Certificates then outstanding, amend, add to, or rescind any of the provisions of this Ordinance; provided that, without the consent of all Owners of outstanding Certificates, no such amendment, addition, or rescission shall (i) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (ii) give any preference to any Certificate over any other Certificate, or (iii) reduce the aggregate principal amount of Certificates required to be held by Owners for consent to any such amendment, addition, or rescission.

ARTICLE XV

EFFECTIVE IMMEDIATELY

Section 15.1 Effective Immediately.

Notwithstanding the provisions of the Town Charter, this Ordinance shall become effective immediately upon its adoption at this meeting pursuant to Section 1201.028, Texas Government Code.

ARTICLE XVI

MISCELLANEOUS

Section 16.1 Changes to Ordinance.

The Mayor and Director of Finance, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Certificates by the Attorney General of Texas.

Section 16.2 Partial Invalidity.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of the Ordinance.

Section 16.3 No Personal Liability.

No recourse shall be had for payment of the principal of or interest on any Certificates or for any claim based thereon, or on this Ordinance, against any official or employee of the Town or any person executing any Certificates.

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PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the 13th day of June, 2024, by a vote of _____ ayes and _____ nays at a regular meeting of the Town Council of the Town of Northlake, Texas.

Mayor
Town of Northlake, Texas

ATTEST:

Town Secretary
Town of Northlake, Texas

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Design-build agreement with Lee Lewis Construction
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a Design-Build Work Change Directive and Change Order, with Lee Lewis Construction, for sanitary sewer improvements for the Dallas Stars Multi-Sports Center Project; and providing an effective date
GOALS/ OBJECTIVES: Promote Economic Vitality; 6.3 - Build out sports and entertainment corridor

BACKGROUND INFORMATION:

- Progress on StarCenter Multisport Northlake design revealed need to upsize existing sanitary sewer lines
 - 100% plans to be issued later this month
 - Number of plumbing fixtures and occupancy load for the facility higher than initially estimated
- Adding project to design-build agreement most efficient means to complete project since necessary for StarCenter
 - Work change directive and change order to add off-site sanitary sewer line upsizing
 - Engineer's estimate of probable construction cost is \$2.2 million

COUNCIL ACTION/DIRECTION:

Authorize Town Manager to negotiate and execute Design-Build Work Change Directive and Change Order not to exceed \$2.2 million



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO NEGOTIATE AND EXECUTE A DESIGN-BUILD WORK CHANGE DIRECTIVE AND CHANGE ORDER WITH LEE LEWIS CONSTRUCTION FOR SANITARY SEWER IMPROVEMENTS FOR THE DALLAS STARS MULTI-SPORTS CENTER PROJECT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas (the "Town") has determined that additional sanitary sewer improvements (the "Improvements") are needed to serve the Dallas Stars Multi-Sports Center Project (the "Project"); and

WHEREAS, the Town entered into a design-build agreement with Lee Lewis Construction for the design and construction of the Project and the Town Council desires to authorize the Town Manager to negotiate and execute a work change directive and change order for the Improvements in an amount not to exceed \$2,200,000; and

WHEREAS, the Improvements are directly related to the Project and a public necessity exists for the Town to provide a safe and reliable sanitary sewer system for the Project; and

WHEREAS, the work change directive and change order are authorized by Texas Gov't Code Ch. 2269, and Texas Local Gov't Code Sec. 252.048; and

WHEREAS, the Town Council finds and determines that it is advisable and in the best interest of the Town and the general public to authorize the Town Manager to negotiate and execute a work change directive and change order for the Improvements.

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

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

Section 2. The Town Manager is authorized to negotiate and execute a design-build work change directive and change order with Lee Lewis Construction for sanitary sewer improvements necessary to serve the Dallas Stars Multi-Sports Center Project in an amount not to exceed \$2,200,000.

Section 3. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Design-Build Work Change Directive Form

Document No. 500-D5

Third Edition, 2022

© Design-Build Institute of America
Washington, D.C.





Design-Build Work Change Directive

For use with DBIA Document No. 535 *Standard Form of General Conditions of Contract Between Owner and Design-Builder* and in accordance with Section 9.2 of the General Conditions of Contract.

Directive Number:001	Directive Effective Date: (date when issued by Owner)
Project: Northlake StarCenter	Design-Builder's Project No:
	Date of Agreement:
Owner: Town of Northlake	Design-Builder: Lee Lewis Construction

Owner hereby directs Design-Builder to make the following change in the Work:

1. Upsize proposed offsite sewer line shown in Dallas Stars Multi-Sports Center Concept Site Plan RFQ Appendix A from 8-inch to 10-inch diameter pipe to be stubbed out to the north property line.
2. Include the off-site sewer line improvements/replacement from the connection of the above 10" offsite sewer line along Chadwick Parkway and Cleveland Gibb Road to the connection with the TRA trunk line. This includes approximately 960 lf of 12-inch sewer, 2,050 lf of 15-inch sewer, 10 manholes, and associated by-pass pumping. The record drawings of the existing sewer to be upsized is attached. The engineers estimate of probable construction cost is \$2.2 million.
3. The existing TRA meter station located east of Cleveland Gibbs and north of Chadwick Parkway is scheduled to be relocated south of the Cleveland Gibbs and Chadwick Parkway intersection. The TRA relocation project is scheduled to bid mid-September 2025. The Town will lead the coordination of the two projects with TRA. The Town desires to install the by-pass line under Cleveland Gibbs Road as sketched in the record drawings.

Attachments: Record Drawings

Design-Builder shall provide Owner a proposal for an adjustment reflecting any increase or decrease in the Contract Price or Contract Time(s), as may be required to perform the above-stated change in the Work. Thereafter, Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible to agree on the appropriate adjustment to the Contract Price and Contract Time and to execute a Change Order reflecting the terms of that agreement.

If Owner and Design-Builder are unable to agree upon the appropriate adjustment in the Contract Price and Contract Time(s), the adjustment shall be determined in accordance with Article 9.4.1.4 of the General Conditions of Contract.

Issued by OWNER:

Accepted by DESIGN-BUILDER:

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

Sta. 38+31.39 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 12
STUB OUT 65 L.F. OF 8" P.V.C.
PERPENDICULAR TO EAST R.O.W.
E 0.40% - END & PLUG STUB OUT
Sta. 16+75.51 CHADWICK PARKWAY
35.00 LI
RIM ELEV. = 593.69

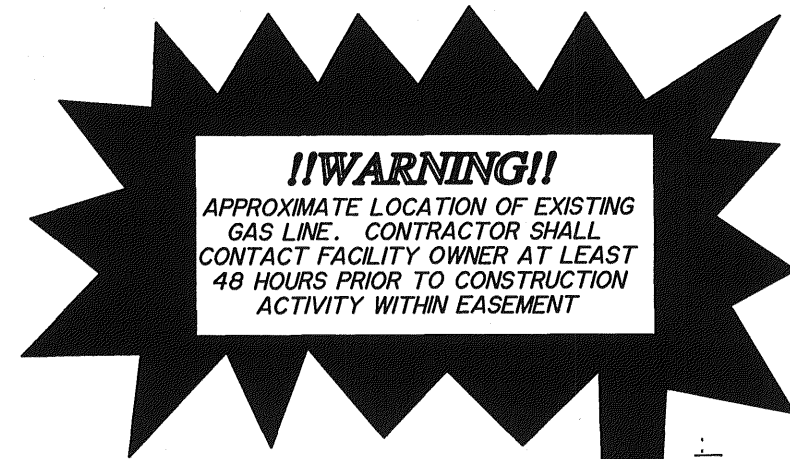
Sta. 38+63.98 S.S. LINE "S-1"
END & PLUG 8" S.S.
Sta. 16+97.77 CHADWICK PARKWAY
58.24 LI
E 8" P.V.C. = 584.60

Sta. 33+71.39 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 11
STUB OUT 5 L.F. OF 8" P.V.C.
PERPENDICULAR TO WEST R.O.W.
E 0.40% - END & PLUG STUB OUT
Sta. 12+24.28 CHADWICK PARKWAY
35.00 LI
RIM ELEV. = 589.70

Sta. 28+71.39 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 10
STUB OUT 7 L.F. OF 8" P.V.C.
WEST E 0.40% - END & PLUG
Sta. 7+33.82 CHADWICK PARKWAY
35.00 LI
RIM ELEV. = 591.42

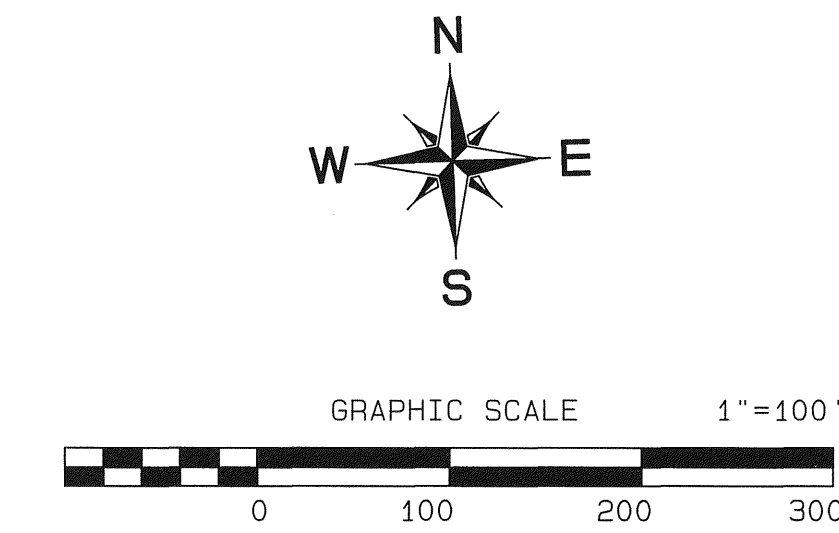
Sta. 25+37.00 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 9
Sta. 4+05.81 CHADWICK PARKWAY
35.00 LI
RIM ELEV. = 590.00

SEWER CURVE TABLE				
CURVE	DELTA	TANGENT	RADIUS	LENGTH
C1	4°54'15"	21.41'	500.00'	42.80'
C2	6°46'11"	29.57'	500.00'	59.08'
C3	1°17'23"	5.63'	500.00'	11.26'
C4	47°18'13"	803.67'	1835.00'	1514.98'



CONTRACTOR TO VERIFY LOCATION OF WELL INFRASTRUCTURE PRIOR TO CONSTRUCTION IN THIS AREA

Sta. 18+62.97 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 7
STUB OUT 10 L.F. OF 8" P.V.C.
NORTHWEST E 0.40% - END & PLUG
RIM ELEV. = 587.28



UTILITY LEGEND	
	PROPOSED SANITARY SEWER LINE
	PROPOSED SANITARY SEWER MANHOLE
	PROPOSED SANITARY SEWER CLEANOUT
	PROPOSED SANITARY SEWER SERVICE
	PROPOSED FORCE MAIN LINE (UNDER SEPARATE COVER)
	PROPOSED WATER LINE
	PROPOSED WATER VALVE
	PROPOSED FIRE HYDRANT
	PROPOSED SINGLE WATER SERVICE
	EXISTING WATER LINE & GATE VALVE
	EXISTING SANITARY SEWER LINE
	EXISTING FIRE HYDRANT
	FUTURE SANITARY SEWER LINE
	FUTURE WATER LINE
	EXISTING GAS LINE

Sta. 9+31.42 S.S. LINE "S-2"
CONST. 4' DIA. SSMH NO. 14
Sta. 57+88.88 CLEVELAND-GIBBS ROAD
60.00 RI
RIM ELEV. = 584.60

Sta. 10+96.41 S.S. LINE "S-2"
CONST. 4' DIA. SSMH NO. 15
STUB OUT 10 L.F. OF 8" P.V.C.
NORTHWEST E 0.40% - END & PLUG
Sta. 57+92.01 CLEVELAND-GIBBS ROAD
104.97 LI
RIM ELEV. = 587.58

Sta. 16+81.21 S.S. LINE "S-1"
INSTALL 5' DIA. FIBERGLASS MANHOLE (NO. 5)
W/ 6" PARSHALL FLUME & FLOWMETER
PER T.R.A. FIBERGLASS METERS
STATION DETAILS. SEE SHEETS 25 & 26
RIM ELEV. = 589.32

Sta. 13+82.36 S.S. LINE "S-1"
END 44' DRY BORE
& 18" STEEL CASING PIPE
Sta. 13+38.28 S.S. LINE "S-1"
BEGIN 44' DRY BORE
& 18" STEEL CASING PIPE

Sta. 13+27.39 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 4
RIM ELEV. = 588.00

Sta. 10+80.39 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 3
RIM ELEV. = 585.31

Sta. 5+75.85 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 2
W/ WATERTIGHT INSERT &
BOLT DOWN LID
RIM ELEV. = 579.88

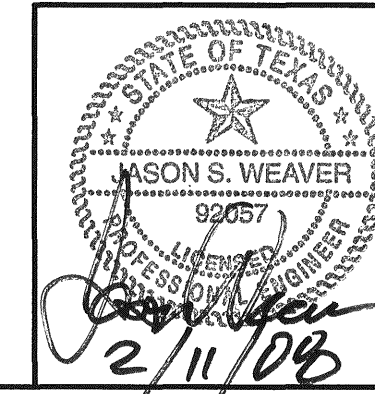
Sta. 1+33.80 S.S. LINE "S-1"
CONST. 4' DIA. SSMH NO. 1
W/ WATERTIGHT INSERT &
BOLT DOWN LID
RIM ELEV. = 581.02

Sta. 1+05.87 S.S. LINE "S-1"
CONNECT TO EXISTING
5' DIA T.R.A. SSMH NO. 1004
30" HENRIETTA CREEK INTERCEPTOR
RIM ELEV. = 581.48

RECORD DRAWING

THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION PROVIDED BY OTHERS. GOODWIN & MARSHALL, INC. IS NOT RESPONSIBLE FOR ERRORS WHICH MAY HAVE BEEN INCORPORATED INTO IT AS A RESULT.

DATE: March 27, 2009



BENCH MARK ELEVATION: 606.67
"X" CUT ON THE NORTH SIDE OF THE CONCRETE BASE OF THE FIRST TRANSMISSION TOWER NEAR THE WEST PROPERTY LINE APPROXIMATELY 750 FEET NORTH OF LITSEY ROAD.

3-14-08 REVISED PER ADDITIONAL UTILITY IMPROVEMENTS
3-27-09 REVISED PER AS-BUILTS

CHADWICK PARKWAY
TOWN OF NORTHLAKE, TEXAS

SEWER LAYOUT

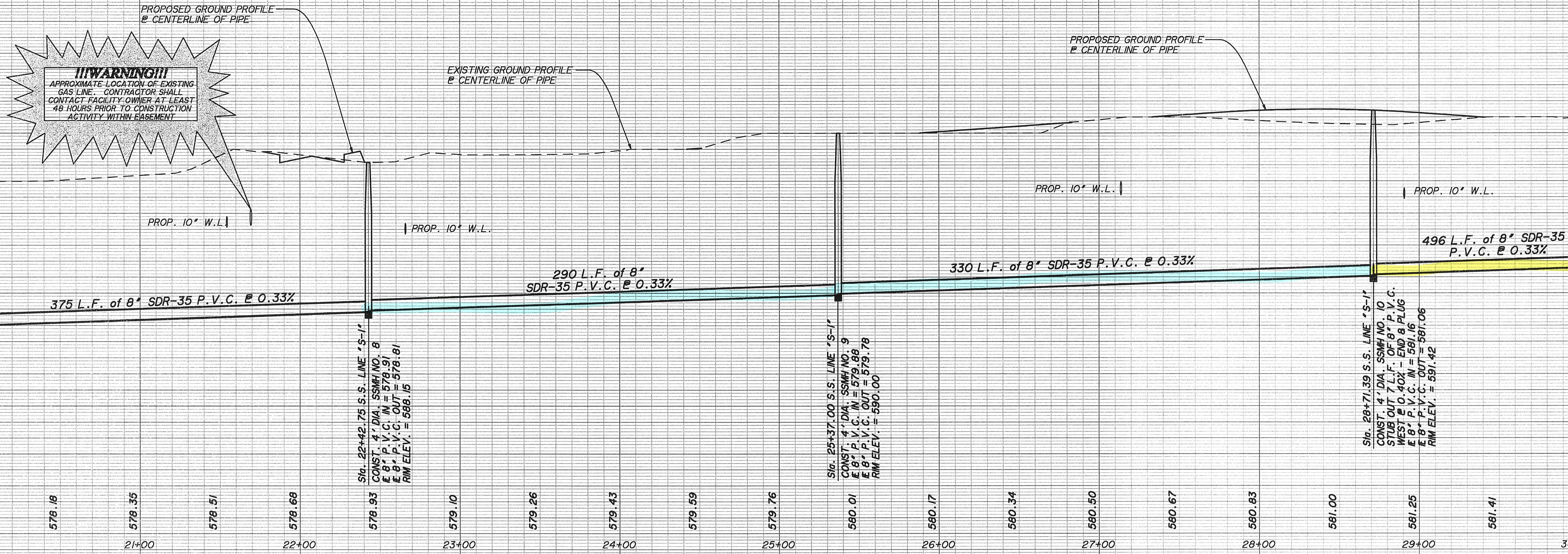
GOODWIN & MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS
2605 MUSTANG DRIVE, GRAPEVINE, TEXAS 76051

Job No. 10313 Design SKM
Date: FEBRUARY 2008 Draft SKM
Scale: AS SHOWN Review JSW
SHEET: 10 of 31

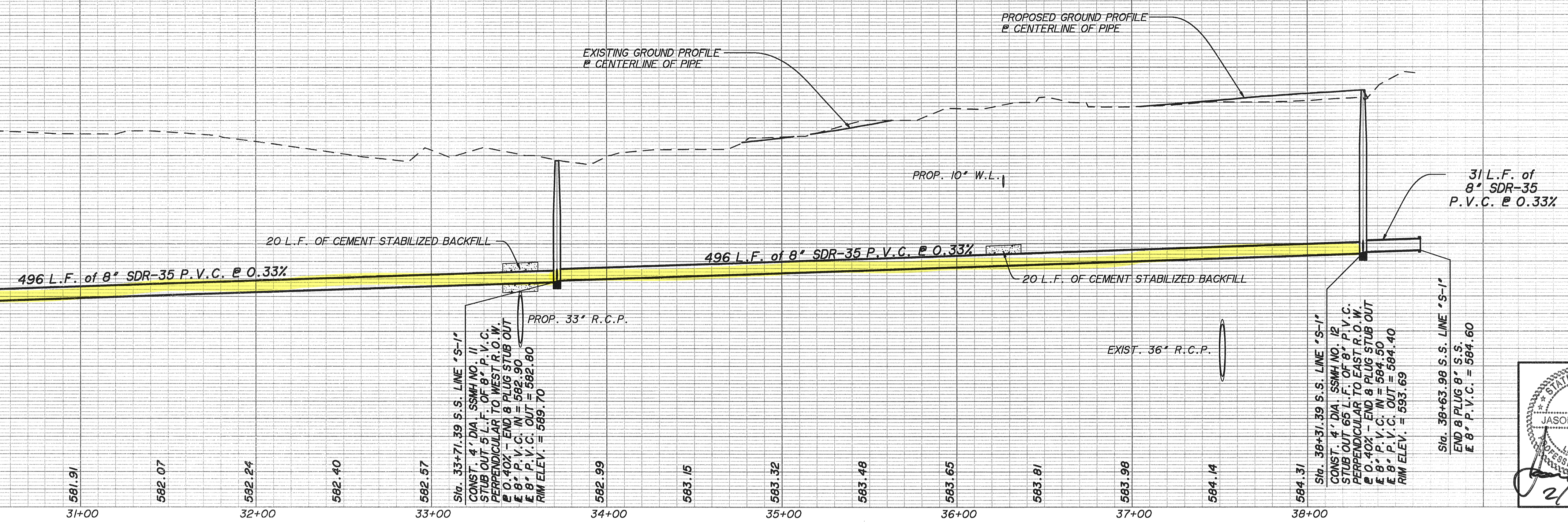
CONTRACTOR NOTE

THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES, WHETHER PRIVATE OR PUBLIC, PRIOR TO EXCAVATING. THE INFORMATION AND DATA SHOWN WITH RESPECT TO EXISTING UNDERGROUND FACILITIES AT OR CONTIGUOUS TO THE SITE IS APPROXIMATE AND BASED ON INFORMATION AND DATA FURNISHED BY THE OWNERS OF SUCH UNDERGROUND FACILITIES OR ON PHYSICAL APPURTENANCES OBSERVED IN THE FIELD. THE OWNER AND ENGINEER SHALL NOT BE RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF ANY SUCH INFORMATION OR DATA, AND THE CONTRACTOR SHALL HAVE FULL RESPONSIBILITY FOR REVIEWING AND CHECKING ALL SUCH INFORMATION AND DATA, FOR LOCATING ALL UNDERGROUND FACILITIES, FOR COORDINATION OF THE WORK WITH THE OWNERS OF SUCH UNDERGROUND FACILITIES DURING CONSTRUCTION, FOR THE SAFETY AND PROTECTION THEREOF, AND REPAIRING ANY DAMAGE THERETO RESULTING FROM THE WORK, THE COST OF ALL OF WHICH WILL BE CONSIDERED AS HAVING BEEN INCLUDED IN THE CONTRACT PRICE. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ANY AFFECTED UTILITY COMPANIES OR AGENCIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.

S.S. LINE "S-1"



S.S. LINE "S-1"



RECORD DRAWING

THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION PROVIDED BY OTHERS. GOODWIN & MARSHALL, INC. IS NOT RESPONSIBLE FOR ERRORS WHICH MAY HAVE BEEN INCORPORATED INTO IT AS A RESULT.

DATE: March 27, 2008

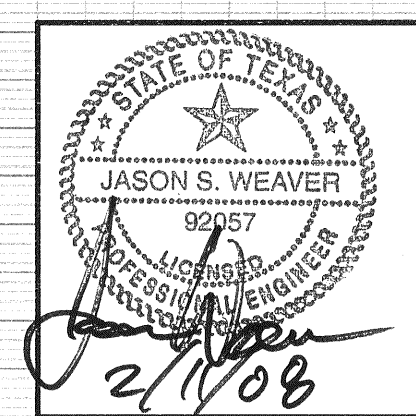
BENCH MARK ELEVATION: 606.67

X CUT ON THE NORTH SIDE OF THE CONCRETE BASE OF THE FIRST TRANSMISSION TOWER NEAR THE WEST PROPERTY LINE APPROXIMATELY 750 FEET NORTH OF LITSEY ROAD.

PROFILE SCALE:
Horizontal: 1" = 40'
Vertical: 1" = 4'

CHADWICK PARKWAY
TOWN OF NORTHLAKE, TEXAS

S.S. LINE "S-1"
Sta. 20+00.00 to Sta. 38+63.98



GOODWIN & MARSHALL
CIVIL ENGINEERS-PLANNERS-SURVEYORS
2400 MUSTANG DRIVE, GRAPEVINE, TEXAS 76049

Job No.: 10313
Date: FEBRUARY 2008
Scale: 1" = 40' H, 1" = 4' V
Design: SKM
Draft: SKM
Review: JSW

SHEET: 12 of 31

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Fiscal Year 2023-2024 Capital Improvement Plan and Budget

SUBJECT: Consider a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a professional services agreement with Ernst & Young LLP, to assist with the Internal Revenue Code Section 48 Energy Credit application for the Dallas Stars Multi-Sports Center Project, in an amount not to exceed \$95,000

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

BACKGROUND INFORMATION:

- Under Inflation Reduction Act, incentives available for sustainability projects
- Dallas Stars Multi-Sports Center heating and cooling systems (\$8.5M) potentially eligible for program
- Section 48 Energy Credit remitted in tax credit on tax return (up to 30% of project)
- Changes in Internal Revenue Service policy allows for direct pay to local governments
- Town does not have in-house expertise to file return; first attempt in Northlake history
- Engage Ernst & Young LLP (EY) to research incentive feasibility and assist with preparation of forms
- Optional engagement to provide memo describing the following:
 - Eligibility for incentive
 - Methodology used in computation of credit
 - Applicable compliance requirements
- EY makes and gives no legal opinions or protections and does not guarantee incentive award
- Potential cost for professional services from EY is \$95,000

COUNCIL ACTION/DIRECTION:

Approve resolution to purchase professional services



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS APPROVING AND AUTHORIZING THE TOWN MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH ERNST & YOUNG LLP, TO ASSIST WITH THE INTERNAL REVENUE CODE SECTION 48 ENERGY CREDIT APPLICATION FOR THE DALLAS STARS MULTI-SPORTS CENTER PROJECT, IN AN AMOUNT NOT TO EXCEED \$95,000; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that it is in the interest of the Town of Northlake and the Dallas Stars Multi-Sports Center Project to pursue the Internal Revenue Code (IRC) Section 48 Energy Credit; and

WHEREAS, the Town Council seeks to utilize additional funding methods to support the completion of the project; and

WHEREAS, the vendor Ernst & Young LLP has demonstrated expertise related to the IRC Section 48 Energy Credit; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into a professional services agreement to purchase professional services related to IRC Section 48 Energy Credit in an amount not to exceed \$95,000.

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

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

Section 2. That the Town Council hereby authorizes the Town Manager to enter into an agreement for the purchase of professional services related to the purchase of professional services from Earnst and Young LLP, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$95,000.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Appendix A, Fee Schedule, of Code of Ordinances

SUBJECT: Consider an Ordinance of the Town Council of the Town of Northlake, Texas, reauthorizing Article A2.000 "Building and Construction fees," of Appendix A "Fee Schedule," of the Code of Ordinances

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Plan Intentionally and Responsibly; 3.1 - Identify and plan for changes in codes and zoning that enhance desired development

BACKGROUND INFORMATION:

- House Bill (HB) 1922
 - Approved in 2023 legislative session and signed into law on May 24, 2023
 - Effective on January 1, 2024
 - Any building permit fee is abolished on 10th anniversary after date fee is adopted or most recently reauthorized unless governing body of municipality that adopted or reauthorized fee:
 - Holds public hearing on reauthorization of fee; and
 - Reauthorizes fee by vote of governing body
- Town building permit fees contained in Article A2.000 of Appendix A of Code of Ordinances
 - Permit fees reviewed and updated in 2018 and 2021
 - Most fees stayed the same
 - Most changes reduced permit fees
 - Other changes to comply with changes in state law
 - Reauthorization proposed to ensure all fees covered and on same reauthorization schedule
 - No changes to fees proposed with reauthorization

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Reauthorize building and construction fees



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, REAUTHORIZING ARTICLE A2.000 “BUILDING AND CONSTRUCTION FEES,” OF APPENDIX A “FEE SCHEDULE,” OF THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE

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

WHEREAS, the Texas Legislature passed House Bill 1922 in 2023, which provides that any building permit fee charged by a municipality is automatically abolished on the 10th anniversary after the date of its adoption, or the 10th anniversary after it was most recently reauthorized under Section 214.908 of the Texas Local Government Code, unless the governing body of the municipality holds a public hearing on the reauthorization of the fee and takes a vote to reauthorize such fee; and

WHEREAS, the Town Council has held the required public hearing with respect to the reauthorization of the building permit fees established in Article A2.000 of the Fee Schedule, as required by law; and

WHEREAS, the Town Council finds that this Ordinance is in the best interest of the Town and furthers the public health and welfare of the Town.

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

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

Section 2. The Town Council hereby reauthorizes the building and construction fees found in Article A2.000 “Building and Construction Fees,” of Appendix A “Fee Schedule,” of the Code of Ordinances, Town of Northlake, Texas, as set forth in Exhibit A attached hereto.

Section 3. This Ordinance shall be cumulative of all other ordinances of the Town and shall not

repeal any of the provisions of said ordinances except for those instances where provisions of those ordinances are in direct conflict with the provisions of this Ordinance.

Section 4. The terms and provisions of this Ordinance shall be deemed to be severable and that if the validity of any section, subsection, sentence, clause, word, or phrase of this Ordinance shall be declared to be invalid, the same shall not affect the validity of any other section, subsection, sentence, clause, word, or phrase of this Ordinance.

Section 5. All rights and remedies of the Town are expressly saved as to any and all violations of the provisions of the Code of Ordinances, Town of Northlake, Texas, as amended or revised herein, or any other ordinances affecting the matters regulated herein which have accrued at the time of the effective date of this Ordinance; and, as to such accrued violations and all pending litigation, both civil and criminal, whether pending in court or not, under such ordinances, same shall not be affected by this Ordinance but may be prosecuted until final disposition by the courts.

Section 6. This Ordinance shall be in full force and become effective after the date of its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Exhibit A

ARTICLE A2.000 BUILDING AND CONSTRUCTION FEES

§ A2.001 Residential building permit fees.

- (a) Single-family (detached and attached) and two-family residential new construction.
 - (1) Plan review fee: \$100.00 (nonrefundable fee due with application).
 - (2) Permit fee: \$0.80 per sq. ft. of conditioned floor area; \$1,000.00 minimum for new construction.
- (b) Single-family (detached and attached) and two-family residential additions and alterations of conditioned area.
 - (1) Plan review fee: \$100.00 (nonrefundable fee due with application).
 - (2) Permit fee: \$0.40 per sq. ft. of conditioned floor area; \$100.00 minimum.
 - (3) Trades fee: \$50.00 per trade for plumbing, electrical, and mechanical work.
- (c) Multifamily residential new construction.
 - (1) Plan review fee: \$0.25 per sq. ft. of conditioned floor area of all units (nonrefundable fee due with application).
 - (2) Permit fee: \$0.50 per sq. ft. of conditioned floor area of all units.
- (d) Multifamily residential additions and alterations of conditioned area.
 - (1) Plan review fee: \$0.10 per sq. ft. of conditioned floor area (nonrefundable fee due with application).
 - (2) Permit fee: \$0.20 per sq. ft. of conditioned floor area.
 - (3) Trades fee: \$0.05 per sq. ft per trade for plumbing, electrical, and mechanical work.

(Ordinance 21-0909 adopted 9/9/21, effective 9/20/21)

§ A2.002 Commercial building permit fees.

Includes new construction, additions, remodels, and interior finish-outs for commercial, industrial, mixed-use, multifamily residential, and any other type of construction requiring a permit that is not addressed by a fee in this article.

- (1) Plan review fee: 65 percent of the permit fee (nonrefundable fee due with application).
- (2) Permit fee: Fee based on value of construction according to the construction value fee schedule in section A2.005.

(1999 Code, app. A, sec. 1.200)

§ A2.003 Accessory building permit fees.

- (a) Includes new construction, additions, remodels and interior finish-outs of accessory buildings, including agricultural structures, and remodels and additions of areas not to include conditioned heat and air to single-family and two-family residential dwellings.

- (1) Plan review fee: \$100.00 (nonrefundable fee due with application).
- (2) Permit fee: \$50.00 for premanufactured; \$150.00 for constructed.
- (b) Detached accessory building used as tool and storage sheds, playhouses, and similar uses are exempt from the requirement of a building permit provided the floor area does not exceed 120 sq. ft.

(Ordinance 18-0412B adopted 4/12/18)

§ A2.004 Swimming pool and spa construction permit fees.

Includes new construction and alterations of swimming pools and spas.

- (1) Plan review fee: \$100.00 (nonrefundable fee due with application).
- (2) Permit fee: \$150.00.

(Ordinance 18-0412B adopted 4/12/18)

§ A2.005 Construction value fee schedule.

All permit fees based on value of construction shall use the following schedule to determine the fee. Applicants shall provide the actual value of construction on the permit application. However, the town building official will make the final determination of construction value.

Total Valuation	Fees
\$1.00 to \$500.00	\$23.50
\$501.00 to \$2,000.00	\$23.50 for the first \$500.00 + \$3.05 for each additional \$100.00 or fraction thereof, to and including \$2,000.00
\$2,001.00 to \$25,000.00	\$69.25 for the first \$2,000.00 + \$14.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$391.75 for the first \$25,001.00 + \$10.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,001.00 + \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to 500,000.00	\$993.75 for the first \$100,000.00 + \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 + \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,001.00 + \$3.65 for each additional \$1,000.00 or fraction thereof.

(1999 Code, app. A, sec. 1.500)

§ A2.006 Electrical, plumbing and mechanical permit fees.

Electrical, plumbing, or mechanical work:

- (1) Associated with a master building permit: Included in master building permit fee.
- (2) Requiring only a single inspection: \$50.00.
- (3) Requiring more than one inspection and not associated with a master building permit: Fee based on value of construction according to the construction value fee schedule in section A2.005.

(1999 Code, app. A, sec. 1.600)

§ A2.007 Miscellaneous building and construction fees.

- (a) Energy code review: \$400.00.
- (b) Structure demolition permit: \$100.00.
- (c) Structure moving permit: \$100.00.
- (d) Tree removal permit: \$100.00.
- (e) Certificate of occupancy: \$100.00 (charged only when no permit issued for construction).
- (f) Fence permit: \$100.00.
- (g) Sign: \$100.00.
- (h) Temporary sign: \$25.00.
- (i) Reinspection fee:
 - (1) Residential: \$60.00.
 - (2) Commercial: \$72.00.
- (j) Oil and gas well permit:
 - (1) Processing fee: \$4,000.00.
 - (2) Inspection fee: \$1,000.00.
- (k) Fire plan review/inspection: \$250.00 minimum; all expenses for town staff work hours expended will require full reimbursement by the applicant.

(Ordinance 18-0412B adopted 4/12/18)

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

REF. DOC.: Fiscal Year 2023-2024 Budget

SUBJECT: Consider an Ordinance of the Town Council of the Town of Northlake, Texas, amending the Adopted Budget for the Northlake Economic Development Corporation and the Northlake Community Development Corporation for the fiscal year beginning October 1, 2023, and ending September 30, 2024; providing that expenditures for the said fiscal year shall be made in accordance with said Amended Budget

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

BACKGROUND INFORMATION:

- Expenditures amendments fall under two categories:
 - Mid-year 3% Cost of Living Adjustment (part of Town-wide compensation plan)
 - \$3,000 per Development Corporation (DC)
 - Awarding of Pioneer Grant (Kurogi Ramen & Sushi)
 - \$25,000 per DC
 - Total additional expenditures per DC: \$28,000
- Revenue budget adjustment per DC:
 - Sales tax: +\$61,118
- Total fiscal impact of budget amendment per DC:
 - +\$33,118 to fund balance by end of fiscal year

COUNCIL ACTION/DIRECTION:

Approve Budget Amendment for Fiscal Year 2023-2024



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

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

WHEREAS, the Town Council of the Town of Northlake, Texas held work sessions and a public hearing on the budget for the Town of Northlake, Texas for the Fiscal Year 2023-2034; and

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

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

WHEREAS, the Northlake Economic Development Corporation (EDC), Northlake Community Development Corporation (CDC), and Town Council have made appropriations and agreements that necessitate an amendment to the budget; and

WHEREAS, the EDC and CDC recommended approval of the budget amendment at their joint meeting on May 16, 2024.

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

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

Section 2. That appropriations as designated for the payment of expenses for the operation of the economic development corporations, as itemized by a true and correct copy of the amended corporation budgets hereto attached as Exhibit A is hereby approved.

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

office of the Town Secretary.

Section 4. That the necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EXHIBIT A

Fund	Description	Amendment Type	Budget Total	Ammendend Amount	Amended Budget
EDC	Sales Tax	Revenue	(600,000.00)	(61,118.00)	(661,118.00)
CDC	Sales Tax	Revenue	(600,000.00)	(61,118.00)	(661,118.00)
EDC	COLA Adjustments	Expenditure	115,370.00	3,000.00	118,370.00
CDC	COLA Adjustments	Expenditure	115,370.00	3,000.00	118,370.00
EDC	Pioneer Grant	Expenditure	145,000.00	25,000.00	170,000.00
CDC	Pioneer Grant	Expenditure	145,000.00	25,000.00	170,000.00
			\$ (679,260.00)	\$ (66,236.00)	\$(745,496.00)
Total Fiscal Impact of EDC/CDC Amendment #1				(66,236.00)	

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
REF. DOC.: Town Charter § 5.05 (10)
SUBJECT: Consider a Resolution of the Town of Northlake, Texas, adopting revisions to the Northlake Employee Handbook
GOALS/ OBJECTIVES: Plan Intentionally and Responsibly; 3.3 - Review and revise town plans as needed

BACKGROUND INFORMATION:

- Current handbook adopted Jan 23, 2020
 - Prior to home-rule charter
 - Prior to implementation of HR employees
- Process:
 - Representatives from each Town department formed committee to draft new handbook
 - Department heads discussed and made adjustments to handbook draft
 - TOASE provided legal review of document
 - Town Manager reviewed
- New handbook:
 - Significantly reduces length of handbook
 - Changes references of Town Administrator to Town Manager
 - Assigns HR tasks to HR Coordinator, instead of Town Secretary
 - Clarifies admin procedures for personnel recordkeeping
 - Hiring & termination
 - Pay & benefits
 - Complaints & grievances
 - Professional standards/discipline

COUNCIL ACTION/DIRECTION:

Approve resolution implementing revised employee handbook



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ADOPTING A NEW
EMPLOYEE HANDBOOK EFFECTIVE JUNE 13, 2024**

WHEREAS, the current Town of Northlake Employee Handbook was adopted in 2011, with revisions approved by the Town Council in 2015, 2018, and 2020; and

WHEREAS, the Town's 2021 home rule charter adoption requires various edits to the Employee Handbook; and

WHEREAS, the Town has created various personnel positions, including and especially the Human Resources Coordinator position, which require various revisions to administrative procedures outlined within the Employee Handbook; and

WHEREAS, Town personnel have analyzed the Town's administrative procedures and drafted a new Employee Handbook; and

WHEREAS, the new Employee Handbook has been reviewed by legal council and all necessary corrections made.

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

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

Section 2. The Town Manager is directed to implement and adopt the new Employee Handbook as provided in the exhibits.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on June 13, 2024.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



Employee Handbook



Foreword

This handbook is completely revised from its previous versions and should be reviewed in its entirety.

Format of This Policy

The Employee Handbook consists of two main components: 1) the “core document” and 2) various appendices.

The **core document** provides general information that is relevant to all employees at all times. It is meant to be streamlined, simple to use, and easy to reference.

The **appendices** are intended to provide information that is more technical, complex, or procedural in nature. The appendices provide information that, while *applicable* to all employees, generally is not *needed* by all employees.

Appendices may be revised independently from the core document. Employees will be notified when a revision to either the core document or any appendix occurs.

Current versions of the Employee Handbook and all appendices will be made digitally available to all employees via the online policy library.



TABLE OF CONTENTS

1.00 ADMINISTRATION

- 1.01 Purpose
- 1.02 Objectives
- 1.03 Applicability and Scope
- 1.04 Relationships to the Code of Ordinances
- 1.05 Availability of Policy
- 1.06 Administrative Authority
- 1.07 Core Values

2.00 EMPLOYEE RECORDS

- 2.01 Employee Records
- 2.02 Official Personnel File
- 2.03 Reference Checks

3.00 EMPLOYMENT POLICIES AND PROCEDURES

- 3.01 Equal Employment Opportunity
- 3.02 Nepotism
- 3.03 Outside Employment
- 3.04 Job Classifications
- 3.05 Hiring Process
- 3.06 Minimum Age Requirements
- 3.07 Medical Examinations

4.00 PROBATIONARY PERIOD/PERFORMANCE EVALUATIONS

- 4.01 Purpose
- 4.02 Annual Performance Evaluations
- 4.03 Probationary Period
- 4.04 Administration of Probationary Period
- 4.05 Failure of Probationary Period

5.00 BENEFITS

- 5.01 Certification Pay
- 5.02 Holidays/Holiday Pay
- 5.03 On-Call Pay
- 5.04 Texas Municipal Retirement System
- 5.05 Deferred Compensation (457 Plan)
- 5.06 Vacation Time
- 5.07 Sick Leave
- 5.08 Tuition Reimbursement
- 5.09 Workers' Compensation



5.10 Meals and Breaks

6.00 COMPENSATION POLICIES AND PRACTICES

- 6.01 Direct Deposit
- 6.02 Social Security and Medicare Deductions
- 6.03 Pay Plan/Salary Increases
- 6.04 Payroll Deductions
- 6.05 Administration & Procedures
- 6.06 Pay Periods
- 6.07 Hours Worked/Overtime
- 6.08 Compensatory Time
- 6.09 Breastfeeding Support

7.00 LEAVES (ABSENCES)

- 7.01 Administrative Leave
- 7.02 Bereavement Leave
- 7.03 Parental Leave
- 7.04 Military Leave (USERRA)
- 7.05 Temporary Disability Leave
- 7.06 Family Medical Leave

8.00 PERFORMANCE EXPECTATIONS

- 8.01 Attendance and Punctuality
- 8.02 Cell Phone Usage
- 8.03 Dress Code
- 8.04 Inclement Weather
- 8.05 Political Activity
- 8.06 Smoke-Free Workplace
- 8.07 Take-Home Vehicles
- 8.08 Social Media Policy

9.00 PERFORMANCE IMPROVEMENT AND DISCIPLINE

- 9.01 Performance Improvement Plan (PIP)
- 9.02 Adverse Administrative Action
- 9.03 Documentation in Personnel Files
- 9.04 Conduct Subject to Disciplinary Action
- 9.05 Arrests and Confinements

10.00 CONCERNS AND GRIEVANCES

- 10.01 Concept
- 10.02 Reporting Process
- 10.03 Time Limits



- 10.04 Department Head and Supervisor Responsibilities
- 10.05 General Provision

11.00 LEAVING EMPLOYMENT

- 11.01 Resignations/Notice
- 11.02 Retirement
- 11.03 Incapacity
- 11.04 Reduction in Force/Layoff

12.00 EMPLOYEE SAFETY AND HEALTH (RISK MANAGEMENT)

- 12.01 Administration of Workers' Compensation and Liability Insurance
- 12.02 Wage Continuation
- 12.03 Vehicles
- 12.04 Accidents and Equipment or Vehicle Damage
- 12.05 Employee Driving Standards



1.00 ADMINISTRATION

1.01 Purpose

The purpose of the Employee Handbook is to provide all Town employees with a written source of information regarding the policies, procedures, and administrative directives of the Town of Northlake and to communicate policies required by federal, state, and local government laws and regulations.

1.02 Objectives

The objectives of the Employee Handbook are:

1. To establish standardized policies, procedures, and directives on issues that apply to all departments, divisions, and employees of the Town.
2. To reduce questions about policies, procedures, and directives by having them readily available for reference to all employees.
3. To clarify policies and bring consistency to the enforcement of all policies, procedures and directives throughout all Town departments.

1.03 Applicability and Scope

These policies apply to all Town employees unless specified otherwise by state or federal law or departmental policy, Town Manager, or other official Town action. A volunteer or a person on retainer or under contract is not considered to be a Town employee in the absence of a specific agreement to that effect.

THE CONTENTS OF THIS MANUAL DO NOT IN ANY WAY CONSTITUTE THE TERMS OF A CONTRACT OF EMPLOYMENT AND SHOULD NOT BE CONSTRUED AS A GUARANTEE OF CONTINUED EMPLOYMENT WITH THE TOWN OF NORTHLAKE.

EMPLOYMENT WITH THE TOWN OF NORTHLAKE IS ON AN AT-WILL BASIS. THIS MEANS THAT THE EMPLOYMENT RELATIONSHIP MAY BE TERMINATED AT ANY TIME BY EITHER THE TOWN OR THE EMPLOYEE FOR ANY REASON NOT EXPRESSLY PROHIBITED BY LAW.

ANY ORAL OR WRITTEN STATEMENTS BY ANYONE, (EXCEPT INDIVIDUAL WRITTEN EMPLOYMENT AGREEMENTS SPECIFICALLY AUTHORIZED BY THE TOWN COUNCIL) ARE INVALID AND SHOULD NOT BE RELIED UPON BY ANY PROSPECTIVE OR EXISTING EMPLOYEE. THE TOWN OF NORTHLAKE RESERVES THE RIGHT TO ALTER OR AMEND THE CONTENTS OF THIS MANUAL AT ANY TIME WITH OR WITHOUT NOTICE.

1.04 Relationships to The Code of Ordinances

Every effort will be made to ensure that policies and procedures are consistent with the Charter and Code of Ordinances of the Town of Northlake, Texas. However, if there is any discrepancy, the Charter and Code of the Town of Northlake shall apply. Any person finding discrepancies should notify the Town Manager or a designee immediately.



1.05 Availability of this Policy

Each department shall have a copy of the Employee Handbook available for reference by its employees. Each employee shall be issued a copy of the Employee Handbook upon hire. Upon receiving a copy of the Employee Handbook, each employee shall sign an acknowledgment of its receipt. The signed policy receipt shall be filed in the official personnel file of each employee.

1.06 Administrative Authority

The Town Manager shall be responsible for establishing the policies under which personnel matters are to be administered. With the exception of matters reserved to the Town Council by statute, Town ordinance, or these policies, the general and final authority for personnel management rests with the Town Manager.

Department Heads are responsible for the proper administration of this policy within their departments. Department Heads may prepare and enforce additional personnel policies within their department provided they are consistent with these policies/procedures. In the event of a conflict between Town policies and departmental policies, Town policies will control.

1.07 Core Values

Core Values are the fundamental principles that guide how members of the organization conduct themselves while carrying out the Town's mission in pursuit of the Town's vision. Together, the values provide an ethical framework for decision-making and action.

The Town's employee Core Values can be arranged to form the acronym "STAR":

- Stewardship
- Teamwork
- Accountability
- Respect

Stewardship: Our obligation to the Residents of the Town of Northlake. Stewardship is the oversight and protection of something worth caring for and preserving. It is the careful and responsible management of something entrusted to one's care.

Teamwork: Our obligation to one another. Teamwork is cooperative or coordinated effort on the part of a group of persons acting together as a team or in the interests of a common cause.

Accountability: Our obligation to the Town Council. Accountability is the obligation to report, explain, or justify something. It is the requirement to explain one's conduct by exposition of reasons, causes, or motives. Accountability demands that we be able to explain "how" and "why".

Respect: Our guiding principle. To respect something is to show regard or consideration. Respect is shown through deference to someone or something considered to have certain rights or privileges. Mutual respect is an important aspect of trust, which is vital to our relationships with Town Council, the residents, and one another.



OUR MORAL COMPASS

RESPECT:
The Guiding Principle

STEWARDSHIP:
Serving Residents



ACCOUNTABILITY:
Serving Council

TEAMWORK:
Serving Each Other



2.00 EMPLOYEE RECORDS

The Town of Northlake maintains all records, including employee records, in accordance with the Records Retention Schedules ("RRS") published by the Texas State Library and Archives Commission.

2.01 Employee Records

- The Town shall request, use and retain only personal information concerning employees that is required for business or legal reasons.
- All information about employees will be maintained and disclosed pursuant to the Public Information Act.
- Any employee may inspect his/her personnel file.
 - An employee desiring to inspect his/her personnel file should contact Human Resources to make an appointment. The employee may review the files and may take notes or request single copies of each page, but no employee is allowed to remove anything from any personnel file. An employee may request corrections of inaccurate information. Written documentation submitted as a part of the appeals procedure shall become a part of the employee's file.
- In order to keep personnel records up-to-date, employees are required to notify their supervisors or Human Resources within 72 hours of a status change. The supervisor shall forward the original documentation to Human Resources to be processed through payroll. Such changes may include, but are not limited to:
 - Name
 - Address
 - Telephone number
 - Marital status
 - Number of dependents
 - Persons to be notified in case of emergency
 - Beneficiary designations for any insurance, disability, or pension plans
 - W-4 Form information

2.02 Official Personnel File

- Human Resources will maintain the official personnel file. All original documents pertaining to an employee will be submitted to Human Resources to be filed into the employee's official personnel file.
 - The Police Department shall retain TCOLE documents, internal memoranda, and the background investigation documentation on new officers, as well as internal investigations on Town police officers.
- Medical information, FMLA forms and documentation, and Workers' Compensation Claims and documentation shall be maintained by Human Resources in separate files



from the personnel file and will be maintained and disclosed in accordance with applicable state and federal laws.

2.03 Reference Checks

All written or verbal requests for information from persons outside the Town concerning job applicants and/or current, retired, or terminated employees must be referred to Human Resources (the Police Chief will process requests for information regarding a police officer). The Human Resources representative (or Police Chief or Police Chief's designee) will determine whether it is appropriate to provide the requested information (such as employment verification for mortgage purposes) or if the requestor should formally submit a Public Information Act request. If Human Resources (or the Police Chief) reasonably believes it is necessary to contact the Town Attorney prior to responding to any request for information, they shall do so. Such requests shall include, but are not limited to:

- Verification of employment for loan and/or credit application.
- Verification of employment status.
- Salary verification or information.
- Verification of work and/or attendance records.
- Prior work history.

Without a signed release, the Human Resources representative or Police Chief will release only the dates of employment, position held and final salary. No one else is authorized to release such information.

Letters of Recommendation written for a current, retired, or terminated employee must be approved by the Town Manager. A copy of the letter shall become part of the employee's file.



3.00 EMPLOYMENT POLICIES AND PROCEDURES

3.01 Equal Employment Opportunity

The Town of Northlake is committed to providing equal employment opportunities to all employees and applicants and shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, national origin, disability, military status, or on any other basis prohibited by law. Employment decisions shall be made on the basis of each applicant's job qualifications, experience, and abilities.

3.02 Nepotism

No person related within the second degree by affinity (marriage), or within the third degree by consanguinity (blood) to the Mayor or to any member of the Town Council, or to the Town Manager shall be appointed to any office, position, clerkship, or other service of the Town. This prohibition shall not apply, however, to any person who shall have been continuously employed by the Town for a period of six (6) months prior to the election of the Mayor, Councilmember, or appointment of the Town Manager. This provision shall not apply to volunteer services with the Town.

If a supervisor is assigned to a position that includes responsibility for an employee related within the second degree by affinity, or the third degree by consanguinity to such supervisor, such supervisor will be granted a reasonable amount of time, not to exceed ninety (90) days, in which to find another position where the related employee is not within the supervising employee's chain of command. This restriction shall also apply should the marriage of two employees cause such a supervisor or manager-subordinate relationship to exist. For the purpose of this rule, cohabitation will be considered the same as marriage. If a transfer is not possible, the supervising employee will be subject to a mandatory reassignment or dismissal.

The term "supervisor" shall be defined as any employee with direct authority over other employees. This authority shall include but not be limited to any of the following activities or responsibilities: hiring decisions, the assignment of job duties, performance counseling or evaluations, disciplinary reviews or action, and/or termination decisions.

Affinity (Marriage Relationship):

First Degree	Second Degree
Wife	Mother-in-Law
Husband	Father-in-Law
	Sister-in-Law
	Brother-in-Law
	Daughter-in-Law
	Son-in-Law



Consanguinity (Blood Relationships):

First Degree	Second Degree	Third Degree
Mother	Grandmother	Great-Grandmother
Father	Grandfather	Great-Grandfather
Sister	Granddaughter	Great-Granddaughter
Brother	Grandson	Great-Grandson
Daughter	Uncle	Great-Uncle
Son	Aunt	Great-Aunt
	Niece	Great-Grand Niece
	Nephew	Great-Grand Nephew
	First Cousin (Aunt/Uncle's, Son or Daughter)	Second cousin (Your mother or father's first cousin's children)
		First Cousin Once Removed (your cousin's children)

3.03 Outside Employment

An employee may engage in an outside employment activity or enterprise provided that the employee requests permission in writing from the Department Head and receives approval in writing prior to engaging in outside employment.

- Such outside employment shall not constitute a conflict of interest, adversely affect the employee's job performance with the Town, nor unfavorably reflect upon the Town.
- The employee will not be covered by the Town's Workers' Compensation insurance for incidents that occur while working for another employer.
- A Department Head must receive written approval from the Town Manager prior to engaging in an outside employment activity or enterprise.

3.04 Job Classifications

Exempt Employee - An employee occupying a position that is exempt from overtime pay and/or compensatory time off requirements under the specific provisions of the Fair Labor Standards Act.

Non-Exempt Employees - An employee occupying a position that is eligible for overtime pay and/or compensatory time off under the provisions of the Fair Labor Standards Act.

Job Classification	Hours	Eligible?	Remarks
Regular Full-Time (Non-Uniformed)	40/week	Yes	
Regular Full-Time (Uniformed)	80/biweekly	Yes	
Regular Part-Time	≥30	Yes	Benefits provided on prorated basis.
Regular Part-Time	<30	No	Not permitted to work more than 1,660 hours per year.
Temporary/Seasonal	Varies	No	Employees are temporary/seasonal until notified in writing of a change.



3.05 Hiring Process

Requisition

- When a budgeted position is vacant, Department Heads will submit a requisition request to Human Resources for processing. Human Resources will maintain policies for job posting, advertisement, interview processes, selection, and onboarding. The Department Head and Human Resources will collaborate to ensure all processes are completed properly.
- Applications will be accepted only when there is a vacancy to be filled. Police positions will be submitted to the Police Chief or designee; all others will be submitted to Human Resources.
- Department Heads will review job descriptions prior to requisition, making adjustments as necessary. Department Heads will notify Human Resources of any changes and provide documentation.

Advertising

- In-House: An “In-House Position” job announcement will be prepared and posted on the Town website for five (5) working days. If it is not filled after five (5) days, it may be opened to the public.
- Open/General Public: Positions will be advertised for a minimum of five (5) working days on the Town website, on professional organization websites and other types of applicable job boards

Evaluation

- Department Heads will collaborate with Human Resources to determine what evaluative steps are necessary to select the proper applicant for each open position.

Job Offer

- Department Heads will select the final applicant for hire and provide a written conditional offer of employment. A copy of the conditional offer will be provided to Human Resources for recordkeeping.

Onboarding

- Human Resources is responsible for the administrative processing associated with onboarding. Department Heads will assist Human Resources by ensuring that new employees are delivered to Human Resources as early as possible upon hire.

3.06 Minimum Age Requirements

The Town of Northlake's minimum age for regular employment will be eighteen (18) years of age, or, in the case of employees of the Police Department, such special age requirements as may be applicable. The only exception will be for selected seasonal and/or temporary positions



or when prescribed differently by federal or state law. In no circumstances are individuals younger than sixteen (16) years of age eligible for employment. If an applicant is at least sixteen (16) years of age, but less than eighteen (18) years of age, the person may be employed:

- Outside school hours;
- Not more than forty (40) hours in any week when school is not in session;
- Not more than eight (8) hours in any one day when school is not in session;
- Not more than eighteen (18) hours in any week when school is in session; and
- Not more than three (3) hours in any day when school is in session.

If an applicant is less than eighteen (18) years of age, the person may not be employed in any position which includes any of the following duties:

- Driving a vehicle that is in excess of 6000 pounds;
- Operation of power-driven fixed or portable machinery;
- Operation of power-driven tools;
- Repairing, oiling, or cleaning power-driven machinery;
- Excavating;
- Other work with high risk of injury.

3.07 Medical Examinations

A person who has been offered employment may be required to take a medical, physical and/or a psychological examination, including pre-employment drug and alcohol testing at expense of the Town given by a doctor designated by the Town. The offer of employment will be conditioned upon the results of these examinations and the applicant's ability to perform the essential functions of the job. The results will not be used to discriminate on the basis of a qualified disability.

With the approval of the Town Manager, a Department Head may require that a current employee successfully undergo a medical, physical or psychological examination at the expense of the Town to determine fitness for continued employment or for promotion or other personnel action. The Town Council may require the Town Manager to successfully undergo a medical, physical or psychological examination at expense of the Town to determine fitness to continue employment.

The information obtained regarding medical conditions or history will be collected and maintained in separate forms and in separate medical files and shall be treated as confidential medical information. If there is a question regarding the results of the medical examination, the Town Manager, acting upon information provided by medical personnel, shall be the final authority in determining medical suitability for employment. The Town Manager may waive or modify the medical examination requirements for any or all part-time positions, temporary employees, or emergency appointments.



4.00 PERFORMANCE EVALUATION & PROBATIONARY PERIOD

4.01 Purpose

The purpose of performance evaluation is to inform management decisions regarding pay increases, promotions, and retention of employees; to provide specific positive and negative feedback to the employee, as well as recommendations for further personal and professional development; and to provide employees with opportunities to discuss career goals and aspirations with their supervisors.

4.02 Annual Performance Evaluations

Department Heads will ensure that all employees receive annual written performance evaluations. Annual performance evaluations will be conducted in accordance with the end of each fiscal year, between 1 – 30 September.

Written evaluations will be completed using the Town's annual performance evaluation form. The Town Human Resources section will maintain the performance evaluation form. Completed forms will be forwarded to Human Resources for recordkeeping.

4.03 Probationary Period

All new employees will complete a probationary period upon hire. Employees who are promoted from non-supervisory positions to supervisory positions will also complete a probationary period. The purpose of the probationary period is to train, instruct, review, and counsel the employee in the operations of the department, the expectations of the supervisor, and the performance level required.

The completion of a probationary period does not create a contract of employment, guarantee employment for any specific duration, or establish a "just cause" disciplinary or termination standard.

4.04 Administration of Probationary Period

Employees will complete a 6-month probationary period. During the probationary period, communication between supervisors and a new employee should take place on a daily basis. Supervisors shall closely observe and evaluate the work of all new employees and encourage their effective adjustment to the position by providing necessary training, coaching and orientation in order to determine the advisability of continued employment.

The supervisor will use the Probationary Period Feedback form to provide feedback to new employees. The Probationary Period Feedback Form will be maintained by the Town Human Resources section. Completed forms will be forwarded to Human Resources for recordkeeping.

Sworn, uniformed Police Department personnel will conduct a probationary period that complies with Federal, State, and local requirements, as determined by the Police Chief.



4.05 Failure of Probationary Period

At any time within the probationary period, an employee's supervisor may determine that the employee does not possess the aptitude to remain in their position. In these cases, the following may occur:

- A "no-fault" termination of employment (if there is no misconduct)
- Administrative transfer of the employee to a more suitable position
- Employees promoted to a new position may revert to their previous position or a similar one (if available)

"No-fault" terminations of employment must be endorsed by the Town Manager and delivered using the Probationary Period Feedback form. Employees failing the probationary period shall not have the right to appeal the termination.



5.00 BENEFITS

5.01 Certification Pay

Certification Pay is intended:

- To promote and maintain a highly qualified, trained, and professional workforce by incentivizing employees to participate in job-related continuing education and certification/licensing programs;
- To enhance and improve the level of service provided to citizens of the Town of Northlake through the provision of a highly qualified, trained, and professional workforce; and
- To reduce or mitigate general and individual employee liability exposures by ensuring a highly qualified, trained, and professionalized workforce.

Administration:

- A schedule of eligible certifications will be maintained by Human Resources. Department Heads will determine which certifications are eligible for pay. New certifications may be added to the payment schedule upon approval by the Town Manager.
- Individual employees will earn a maximum of \$300 of certification pay per month.
- Certificates must be directly related to the employee's present position and job duties. If an employee is promoted or transferred to a new position, the Department Head will determine whether preexisting certification pay should be continued.
- Certifications must be maintained in an active status in order to receive compensation. The Accounting Department will initiate an employee's certification pay beginning the first full month following the receipt of the certification documentation.
- Certification documentation shall be maintained in the employee's personnel file.

5.02 Holidays/Holiday Pay

The Town Council has approved the following official holidays:

New Year's Day	Independence Day
Martin Luther King, Jr. Day	Labor Day
Good Friday	Thanksgiving (Thursday/Friday)
Memorial Day	Christmas Eve and Christmas Day

In addition to these holidays, the Town Council has approved two "floating holidays".

- "Floating holidays" are 8-hour holiday periods issued to each employee for use during the calendar year. Unused floating holidays expire each year on December 31.
- Employees will coordinate with their immediate supervisors to schedule use of each floating holiday.
- Floating holidays must be used in 8-hour increments.



- Employees may not “cash in” floating holiday hours. Upon separation from Town employment, employees will not be reimbursed for outstanding floating holiday hours.

Administration:

- A holiday shall be defined as a period of eight (8) hours at straight rates.
- Holiday hours contribute to the calculation of overtime pay. During pay periods that include holidays, each 8-hour holiday will be counted in the same manner as regular work hours for the purposes of overtime calculation.
- Holidays occurring on Saturday shall be observed on the preceding Friday. Holidays occurring on Sunday shall be observed on the following Monday.
- Eligibility:
 - All regular full-time employees are eligible after completion of one day of work.
 - Regular Part-Time employees receive holiday pay at a proportional rate to Regular Full-time employees.
 - Seasonal and temporary employees will be paid their regular rates on a holiday only if required to work.
- Working on holidays:
 - Non-exempt employees who are required to work a designated holiday shall accrue the holiday (the date of time off is subject to supervisor's approval), or may be paid regular rates for the hours worked (a holiday is equivalent to 8 hours) in addition to their regular pay.
 - Exempt employees who are required to work a designated holiday shall coordinate an alternate day off with their supervisor.
 - When a holiday and regular day off occur on the same day:
 - Non-exempt employees will be entitled to additional pay at regular rates or an alternate holiday off.
 - Exempt employees will be given an alternate day off. The date of the day off is subject to the supervisor's approval.
 - Holiday hours must be used prior to the end of the fiscal year. Unused holiday hours expire on September 30th each year.
 - Unused Holiday hours will not be paid out upon termination of employment from the Town of Northlake.
 - Unpaid leaves of absence:
 - An employee who has an unauthorized absence on the day immediately preceding or following a holiday will lose pay for the holiday as well as for the unauthorized absence.
 - An employee absent without permission when scheduled to work a holiday will not receive holiday pay and is subject to disciplinary action.
 - Employees on an extended unpaid leave status (authorized or unauthorized) will not receive holiday pay.
 - If the last day of employment falls on the holiday, the employee will not be paid for that holiday.
 - An employee on Workers' Compensation or on an approved short-term disability leave will receive holiday pay (at a proportional rate) only if the employee would normally have been authorized for that occasion of holiday pay.



- Employees desiring to observe religious or other national holidays not coinciding with the Town's schedule shall be given time off without pay or may use their accrued holiday, vacation or compensatory time. The type of leave to be used shall be noted on the employee's time sheet.
- If an employee is on paid leave (vacation, sick leave, Workers Compensation, FMLA, or is out due to a death in the family,) or on short-term disability, the employee shall be paid for the holiday and none of the other leaves will apply for that day. The time-sheet should reflect holiday pay and the other days off shall be noted as the actual reason for absence, i.e. sick leave, vacation, etc. An employee cannot receive pay for both a holiday and any other paid benefit.

5.03 On-Call Pay

On-Call status is defined as: a status in which employees are required to return to work outside of normal working hours in response to any emergent situation requiring immediate Town attention.

- Supervisors will assign primary and secondary employees (if required) to work regular rotating "on-call" schedules.
- Employees in an "on-call" status are required to report to duty in fit physical and mental condition.
- On-Call pay applies only to non-exempt employees.

Employees assigned "on-call" hours on a regular rotating schedule are entitled to the following benefits:

- \$150.00/week in lieu of mileage.
- 1.5 time for hours worked outside of normal working hours. On-Call employees will coordinate with their department head to determine whether to accrue overtime pay or compensatory time.
 - Each time an employee in on-call status is required to complete a task outside of working hours, the minimum amount of time attributable to that task is 2 hours.
 - Example: An employee in an on-call status is required to complete a task outside of working hours. The employee is able to complete the task in 1 hour. However, because the minimum time attributable to on-call tasks is 2 hours, that employee may be paid (or collect compensatory time) at a 1.5x rate for 2 hours of time.

5.04 Texas Municipal Retirement System

The Town of Northlake is a member of the Texas Municipal Retirement System. The purpose of this system is to provide a plan for retirement and disability of employees of Texas municipalities.

- Participation is required for all full-time employees who have not reached the age of sixty (60) years and who work 1,000 hours or more annually.
- Participation in this system begins upon employment with the Town.



- Employees with preexisting TMRS accounts from other municipalities will keep their preexisting account. The account will be administered by the Town of Northlake.
- Employees contribute seven percent (7%) of their salary through payroll deductions into the retirement plan. The Town contributes an additional 14% of the employee's salary.
- The employee becomes vested after five (5) years of service with the Town.

5.05 Deferred Compensation (457 Plan)

- The 457 plan is an optional retirement plan offered by the Town to provide employees an opportunity to invest and save money for retirement. The money invested in the 457 plan temporarily defers the payment of federal income taxes on a portion of the employee's salary.
- The 457 plan is not a short-term savings plan. The money invested cannot be withdrawn until retirement or termination, except in the case of an extreme hardship, which is subject to IRS regulations.
- The Town does not contribute to the 457 plan.

5.06 Vacation Time

Vacation benefits are intended to promote the well-being of the individual and good physical, mental, and emotional health. All regular full-time employees are encouraged to take at least forty (40) hours of vacation per year provided enough vacation is accrued.

Pay in lieu of taking vacation is not permitted except upon termination. Employees who have been employed by the Town for the preceding 12 months will be paid their accrued vacation upon termination. Temporary and seasonal employees are not eligible for vacation benefits.

Vacation Accrual

Vacation accrues on a monthly basis. The first full month will be determined by the date of regular employment.

- When an employee begins service before the 16th day of the month, that month will be considered a full month.
- When an employee begins service after the 15th day of the month, the first full month will not be completed until the close of the next calendar month.

No employee shall exceed the maximum accrual of vacation time of 320 hours per calendar year (January through December).

- Any hours over 320 at the end of a year will be deleted from the employee's accruals.
- Upon termination of employment, employees will not be compensated for accrued vacation time exceeding 320 hours.



Vacation time will not accrue during an employee's extended unpaid leave of absence. Vacation hours may not be used in advance of the hours being accrued.

Accrual Schedule

Regular employees of the Town shall accrue vacation leave per the following schedule:

Length of Employment	Annual Accrual Full-Time	Annual Accrual Part-Time
0-3 Years	10 Days (80 Hours)	7.5 Days (60 Hours)
3-7 Years	15 Days (120 Hours)	11.25 Days (90 Hours)
8+ Years	20 Days (160 Hours)	15 Days (120 Hours)

Scheduling

All vacation time must be submitted in advance and approved by a designated supervisor.

- The minimum interval of vacation time is 1 hour.
- The maximum interval of vacation time is 160 hours (four calendar weeks).

Supervisors are directed to make every effort to accommodate requests to use vacation time. However, supervisors will also give due consideration to the needs of the Town and the ability of the remaining staff to perform the work of the department or division.

Employees will submit leave requests as early as possible. Minimum notice requirements are:

- For eight (8) hours of leave or fewer: requests must be submitted prior to the affected work shift.
- For nine (9) hours of leave or more: requests must be submitted at least three (3) working days prior to the first affected work shift.

5.07 Sick Leave

Sick leave is a benefit provided to cover illnesses of the employee or covered dependents, but it is expected that the actual use of sick leave will normally be less than the number of days which are provided per year. Sick leave accruals accumulate to provide the employee coverage for severe or catastrophic illnesses.

- The Town provides sick leave accrual at a rate of 8-hours per month for regular full-time employees and at a pro rata basis for regular part-time employees
- Sick leave will not be paid out when an employee leaves employment with the Town. Pay in lieu of taking sick leave is not permitted.
- Accrual:
 - Employees will begin accruing sick leave upon completion of one month of regular employment.
 - When an employee begins service before the 16th day of the month, that month will be considered a full month.



- When an employee begins service after the 15th day of the month, the first full month will not be completed until the close of the following calendar month.
 - Sick leave may not be used before it is accrued.
 - Sick leave may be accumulated up to a maximum of 90 days (720 hours).
 - Sick leave will not accrue during an employee's extended unpaid leave of absence.
- Notification:
 - Non-uniformed employees will notify the supervisor or authorized representative no later than 30 minutes prior to the beginning of work.
 - Sworn members of the Police Department will notify their direct supervisor no later than two (2) hours prior to beginning of work.
 - It is the employee's responsibility to contact their supervisor daily if absent for more than one day. Exceptions include hospitalization, a prolonged or catastrophic illness, or a determination by the Town that the absences qualify for Family Medical Leave.
 - Employees who become ill during the period of their vacation may request that their vacation be temporarily terminated and that their time be changed to sick leave. A physician's statement will normally be required in such instances.
- Conditions for Use
 - Sick leave may be used in increments of less than one hour. Official holidays and regular days off shall not count against sick leave.
 - Sick leave may be allowed in cases of personal illness, doctor's visits, or physical incapacity of an employee; when an employee is required to attend to their spouse, minor children, or dependents who are ill or incapacitated; or to attend a bona fide counseling session by a qualified counselor. In the case of critical illness or emergency medical situations, sick leave may also be used for immediate family (spouse, father, mother, children, brother, sister, grandchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and grandparent-in-law).
 - An employee who is expecting a new child and does not meet FMLA requirements may use accrued sick leave as deemed necessary by the attending physician.
 - After accumulated sick leave has been exhausted, employees may use accrued vacation or compensatory time. Upon the exhaustion of all paid leave, the pay of an employee shall be discontinued until return to work.
 - It is expected that only the time needed for direct medical services may be taken.
- Abuse of Sick Leave
 - A supervisor may at any time require satisfactory proof of the proper use of sick leave and may disapprove sick leave in the absence of such proof. Employees who abuse sick leave will be subject to disciplinary action.
 - Sick leave benefits will not be paid simultaneously with any other type of pay, including holiday pay, death in the family leave pay, vacation pay or any other paid leave benefit.

5.08 Tuition Reimbursement



The purpose of the tuition reimbursement program is to provide opportunities for Town employees to improve their skills and knowledge through personal career development. The Town will reimburse eligible employees for tuition expenses and mandatory fees required by the educational institution.

Courses must be administered by schools, colleges, or universities accredited by a United States Department of Education recognized accreditation agency. The Town Manager or a designee will administer this program and will have final approval of all reimbursement applications.

- Any conflicts regarding approvals shall be determined and resolved by the Town Manager or a designee.
- Such resolutions will be final and non-appealable.

This program is contingent upon annual appropriation of funds and is subject to change at any time. Nothing contained in this policy shall constitute, nor be construed to create, a right or entitlement to reimbursement of tuition expenses for any employee at any time, such reimbursement being wholly contingent upon the availability of budgeted funds within the Town for same.

Eligibility Requirements:

- Employees must be full-time and not in the probationary period.
- Employees must be on the Town's payroll when the course is begun and completed.
- Employees must not be subject to written disciplinary action for the six (6) months prior to the course, and must not receive written disciplinary action during completion of the course.
- A degree plan must be submitted and approved by the Department Head in advance of admission to the program.
 - The degree plan must be for a major that is applicable to advancement within the Town.
 - No course will be eligible for plan tuition reimbursement unless the course is contained within the approved degree.
 - Certificate, Associates, Bachelors and Master's degree programs will be reimbursed if they are business or job related.
 - All courses required and elective, which are related to an employee's work or which lead to a business-related or job-related degree will be reimbursed.
 - The Town will determine, in its sole discretion, whether any degree program or course is business or job related.

Conditions:

- Eligible courses must be taken at an accredited college or university.
- The maximum benefit is six (6) credits per semester and 18 credits per year.
- Reimbursement will occur upon conclusion of the course.
- Employees who fail to meet the following academic performance requirements are not eligible for reimbursement:



- Undergraduate students: a grade equivalent of “C” or better is required for reimbursement.
- Graduate students: a grade equivalent of “B” or better is required for reimbursement.
- The Town will not accept a grade of only "PASS" or "FAIL," unless no other grade option is available for the course.
- Courses reimbursed under this program may not be taken during employee’s work hours.
 - If a course is only available during an employee’s normal work hours, the employee may request a flexible work schedule from the employee’s Department Head.
 - Flexible work schedules must be signed by the employee and approved by the Department Head.
 - Under no circumstances may an employee be paid for time spent in a course under this program.
 - Paying overtime in order to accommodate courses is not permitted for purposes of this program.
 - If there is a conflict between a course and the employee’s job responsibilities, the job responsibility must come first, and the resolution of the conflict shall be at the sole discretion of the Department Head.

Tuition Reimbursement Procedures

Within 30 days of course completion, the employee will submit the “Request for Tuition Reimbursement” form, which will include:

- The signed tuition assistance approval form
- An official grade report for the course
- An attached copy of the approved degree plan
- A signed copy of the flexible work schedule (if applicable)
- Proof of payment (bursar’s receipt or itemized receipt)

The Town will not provide reimbursement for courses paid by other sources, including scholarships, grants, and military/veterans’ benefits.

5.09 Workers’ Compensation

Workers’ Compensation is a benefit that ensures employees receive pay and medical treatment in response to harms an employee may suffer while conducting Town business. Workers’ Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover “ordinary diseases of life.”

All employees in the Town, both full-time and part-time, regular and temporary, are covered by Workers’ Compensation. If an employee is injured on-the-job, he/she may be eligible for benefits under Workers’ Compensation that may cover the entire cost of hospitalization, doctors, drugs, treatments, and other related expenses.



Workers' Compensation benefits may also include partial salary compensation during the recovery period.

- Employees other than sworn members of the Police Department in receipt of partial salary compensation from the Town's insurance provider shall use their available leave balances to meet, but not exceed, their normal salary rate.
- Sworn members of the Police Department and Employees in receipt of partial salary compensation from the Town's insurance provider who have exhausted leave balances, will receive the remaining salary difference from the Town.
 - For example: if the Town's insurance provider provides partial salary compensation at a 70% rate, the Town will simultaneously pay the employee a salary at a 30% rate.
- Under no circumstances will an employee receive greater than 100% of their salary during a given time period as a result of Workers' Compensation salary benefits.

5.10 Meals & Breaks

Employees will receive one (1) paid meal break daily.

- Employees will coordinate with their immediate supervisors to schedule the meal break.

Employees may receive up to two (2) paid rest breaks daily.

- A rest break will not exceed (15) minutes.
- Employees will coordinate with their immediate supervisors to schedule rest breaks.
- Supervisors will ensure that rest breaks are scheduled in a manner that does not impede the section's ability to accomplish tasks.
- Employee rest breaks must be taken at, near, or in route to or from work sites.

The following are not permitted:

- Meal and rest time will not be "banked" from day to day.
- Meal or rest breaks may not be used to shorten the length of a shift. Some work must take place before and after each break.
- Field crews will not depart their job site during breaks.



6.00 COMPENSATION POLICIES AND PROCEDURES

The Town of Northlake implements and administers compensation policies without regard to any individual's race, color, nationality, religion, age, or sex, disability or other federally-protected classification. The Town seeks to maintain competitive rates of compensation that enable the Town to attract, retain, and motivate competent personnel and to compensate them based upon performance, experience, and/or relative ranking within the salary range of their positions.

6.01 Direct Deposit

The default method of salary payment is direct deposit.

- Paychecks are automatically deposited in a personal account on payday.
- Each payday, employees receive a check stub detailing gross pay, taxes, deductions, and direct deposit amount.
- Changes to direct deposit information must be provided to the Finance Department in writing two weeks prior to implementation.

6.02 Social Security and Medicare Deductions

All employees of the Town are covered under the Federal Insurance Contributions Act (FICA). This insurance is financed by social security taxes, which are paid through payroll deductions by the employee.

The Town and the employee are required to participate in Social Security and Medicare, and both contribute to these retirement plans.

6.03 Pay Plan/Salary Increases

The Town reviews salary levels as needed. All salary increases are determined on an annual basis as the budget allows.

6.04 Payroll Deductions

There are two types of payroll deductions: 1) mandatory and 2) employee-authorized.

- Mandatory Deductions:
 - Taxes, including but not limited to, FICA and federal withholding taxes.
 - Contributions to authorized retirement programs except for employees not meeting requirements for eligibility.
 - Other deductions required by state or federal law
- Employee-Authorized Deductions:
 - Insurance premiums for employee and dependent coverage by Town-authorized plans
 - Contributions to charitable contributions
 - Extra federal income tax withholding



6.05 Administration & Procedures

Loans and Advance Payments:

- No full or partial advance of salary or wages shall be made to any employee. All pay will be distributed on the scheduled payday.
- The Town is not allowed, by law, to make loans of any nature to employees.

Incorrect Pay:

- Employees will notify their supervisor upon receipt of an incorrect paycheck.
- A written request to correct an employee's incorrect paycheck must be submitted to the Accounting Department by the employee's immediate supervisor indicating the error.
- Corrective procedures:
 - If the pay error exceeds 10% of gross pay, the Accounting Department will immediately implement corrective procedures.
 - If the pay error is less than 10% of gross pay, corrective actions will be implemented during the following pay period.
- Failure of an employee to call the incorrect paycheck to the attention of the supervisor may delay the correction process until the next payroll period.

Temporary and Seasonal Employees:

- Temporary employees who are acquired through a temporary employment agency are not placed on the Town payroll; the employment agency invoices the Town and then pays the employee.
- Temporary employees who are hired by the Town for a temporary position are placed on the Town payroll and paid in the same manner as regular employees.
- Seasonal employees are placed on the seasonal pay plan and the method of payment is the same as for regular full-time and part-time positions.

6.06 Pay Periods

All employees are paid bi-weekly on alternating Fridays. The specific pay period is determined by a pay period administrative policy published separately by the Finance Department.

Each paycheck includes earnings for all work performed during the previous payroll period. Each direct deposit notification itemizes earnings; required and authorized deductions; year-to-date wages; income taxes paid; Texas Municipal Retirement System (TMRS) contributions; and Medicare deductions.

6.07 Hours Worked/Overtime

Under the definition provided by the Fair Labor Standards Act, "hours worked" include all time that an employee is required to be on duty and all time during which the employee is "suffered or permitted to work".



- Employees may not volunteer to provide unpaid work in their own job functions. However, they may volunteer to assist other departments in capacities not related to their own job.
- Overtime is defined as those hours worked by “non-exempt” employees during any FLSA – defined work period, which exceed the number of hours specified for that work period.
 - All hourly employees are non-exempt and are eligible for overtime.
 - Non-exempt employees are compensated at one and one-half time (1 ½) their regular hourly rate for all hours actually worked in excess of their specified work period.
 - As required by FLSA, the overtime rate paid to employees includes base salary, certification pay, and on-call pay.
- Specified work periods for non-exempt employees are as follows:
 - Non-uniformed employees: 40 hours per week.
 - Sworn employees of the police department assigned to work shifts: 80 hours per two-weeks.

Any work to be done as overtime must be authorized and approved in advance by the supervisor. Working overtime without prior authorization and approval may result in disciplinary action. Supervisors are responsible to ensure that their employees complete their duties during assigned working hours.

- In accordance with state and federal law, employees will be compensated for all time worked.
 - If a non-exempt employee comes to work 15 minutes early and begins preparing for work (opening mail, fueling a vehicle, or answering business calls), the time is considered “hours worked.” Also, employees who voluntarily continue to work at the end of the day or shift are engaged in compensable working time.
 - Employees who wait before starting their duties because they arrived at work earlier than the required times are not entitled to be paid for waiting time. However, if an employee reports at the required time and then waits because there is no work to start on, the waiting time is then compensable work.
 -
- Department Heads will seek to minimize overtime pay and will track incidence of overtime pay within their departments.
- For purposes of overtime calculation:
 - Holiday hours count as regular hours worked.
 - Hours spent in training, regardless of travel requirements, count as regular hours worked.
 - All training must be required or approved in advance by the employee’s supervisor.
 - Employees participating in training will not be paid more for more than eight (8) hours of work per day.
 - Sick leave, vacation leave, bereavement leave, compensation time off, and injury leave are not considered for overtime eligibility.



- In order to earn overtime pay during a specified work period, the regular hours worked plus the holiday hours earned must exceed the 40 or 80 hour thresholds outlined above.

6.08 Compensatory Time

Compensatory time is a bank of time (separate from vacation or sick time) that an employee may use to conduct authorized, paid leaves of absence during working hours.

Department Heads have discretion to choose whether to allow the accrual of compensation time within their departments.

- Department Heads will establish, in writing, whether employees are able to accrue compensation time.
- If a Department Head chooses to stop offering the option of compensation time, a written notice will be provided to employees prior to the start of the affected pay period.

Compensatory time is accrued in the same manner as overtime pay.

- Only non-exempt employees are eligible to accrue compensatory time.
- Compensatory time will accrue at a 1.5x rate for each hour worked beyond the specified work period.
- Employees who work beyond the specified work period will choose whether to receive overtime pay, compensatory time, or some combination of both. For example: employees who work two (2) hours past the specified work period may elect to receive:
 - Three (3) hours of overtime pay,
 - Three (3) hours of compensatory time, or
 - One and one-half (1.5) hours of overtime pay and one and one-half (1.5) hours of compensatory time

The maximum accrual of compensatory time per employee is forty (40) hours.

- Compensatory time may be used in a minimum increment of one (1) hour, and a maximum increment of forty (40) hours.
- Upon termination of employment, employees will receive payment for accrued compensatory hours in accordance with federal law.

6.00 Breastfeeding Support

- In order to allow employees to take advantage of the many health benefits of breastfeeding, and in compliance with the Fair Labor Standards Act, the Town provides reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has need to express the milk. The Town will also provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by an employee to express breast milk.



- All employees who breastfeed their child and who need to express milk during the working day will work with their supervisor and Human Resources to determine how best to accommodate the needs of the mother while still accomplishing the performance of her job.
- Supervisors will allow flexible working arrangements. Employees may use their break and lunch time to express milk. Sick or Vacation hours may also be used to express milk if needed. Breaks to express milk should not last longer than 30 minutes. If an employee needs to take more than two breaks during the work day to express milk, the employee will need to use personal time (lunch, sick and/or vacation hours).
- Human Resources will work with each employee to determine a private area in which they may express milk. Milk may be placed in Town refrigerators provided that it is appropriately marked.



7.00 LEAVES (ABSENCES)

7.01 Administrative Leaves

The Town may grant employees administrative leave when other means of approved absence from work are unavailable or inappropriate.

- An employee's administrative leave request may be initiated either by the employee or by the Department Head.
- Department Heads will endorse all administrative leave requests to the Town Manager.
- All administrative leave requests are subject to the Town Manager's approval.
- Administrative leave may be paid or unpaid.

Employees in receipt of paid administrative leave will not accrue pay exceeding forty (40) hours weekly (for most employees) or eighty (80) hours biweekly (for police uniformed personnel assigned to work shifts). Under no circumstances will administrative leave contribute to employee overtime.

Employees on unpaid administrative leave shall not accrue benefits (sick leave, vacation, holidays, or seniority) until returned to regular duty.

- The employee continues to be responsible for paying for any contributions that usually are paid for in a payroll deduction, i.e. insurance premiums when absent for any length of time.
- The employee will contact the Accounting Department to determine the due date to pay required premiums.
- Premium payments that are more than thirty (30) days late will result in termination of coverage, provided the Town has notified the employee in writing at least fifteen (15) days before the date the coverage will lapse.
- If an employee fails to return to work, the Town may recover benefit premiums paid by the Town for maintaining insurance coverage during the leave.

Occasions for administrative leave include, but are not limited to, the following:

- To attend jury duty.
 - Employees summoned for jury duty will be assigned to paid administrative leave.
 - Employees must provide a copy of the jury summons and provide daily updates to their supervisor. Upon the end of administrative leave, a Release from Duty form is required.
 - When not participating in jury duty, employees will continue to execute their work tasks during normal hours.
- To appear before any Town board or committee.
- To take an examination required by the Town or to be interviewed for another position in the Town.
- To vote in national, state, or Town elections when off-duty voting cannot be reasonably accomplished due to the employee's work schedule.
- During the response time of a disciplinary action involving suspension or dismissal.



- During an investigation that may result in disciplinary action.

Employees absent from work for any reason for six months (180 days) shall be terminated in most cases, at which time the employee may be eligible for long-term disability benefit. This policy will be implemented in compliance with the American's with Disabilities Act.

Authorized leave without pay does not affect an employee's rate of pay or position. An employee on unpaid administrative leave may be eligible for other leave benefits in accordance with each applicable policy.

7.02 Bereavement Leave

Department Heads will approve paid bereavement leave according to the following schedule:

Circumstance	Length of Leave
Death of member of immediate family	16 hours (2 days)
Death of member of immediate family, AND employee is required to arrange funeral/settle estate of deceased	24 hours (3 days)

For the purposes of this policy, "immediate family" includes:

- a. Spouse
- b. Children
- c. Parents
- d. Grandparents
- e. Grandchildren
- f. Siblings
- g. The "immediate family members" of a spouse

In cases with ambiguous relationships, Department Heads will judge whether to approve bereavement leave.

If an employee needs more than three days, the extra days shall be deducted from other accrued benefits. If no available time is accrued, the extra time may be approved without pay.

Employees may be required to provide proof of the death of a family member or of attendance at the funeral.

7.03 Parental Leave

The purpose of Parental Leave is to provide paid time for employees to handle medical concerns, coordinate household administrative needs, and spend private time together in response to the arrival of a newborn or adopted child.

Parental Leave will be approved according to the following schedule:



Circumstance	Employee Type	Leave Length
Newborn Child	Mother	160 hours (4 weeks)
Newborn Child	Father	80 hours (2 weeks)
Adopted Child	Mother or Father	120 hours (3 weeks)

Administration:

1. Eligibility:
 - a. Employees past the probationary period will be eligible for Parental Leave.
 - b. For newborn children: eligibility begins upon the date of arrival to the hospital for delivery.
 - c. For adoptions: adoption processes vary; therefore, employees will coordinate with the Department Head to determine the appropriate eligibility date.
2. Parental Leave may be taken continuously, or in minimum increments of 1 hour.
 - a. All Parental Leave must be used within 3 months of the start of eligibility. After 3 months, any outstanding Parental Leave balance will expire.
 - b. Under no circumstances will Parental Leave be used to exceed the hour count of a normal work period or contribute to overtime pay.
 - c. Upon termination of an employee, no payment will be made for any outstanding balance of Parental Leave.
 - d. The Parental Leave program is not intended for employee use in connection with the state foster care system.
 - e. Parental leave will run concurrently with leave taken under the Family Medical Leave Act.
3. Employees who have used their Parental Leave, but who are unable to return to work, may request an alternative leave of absence. Both male and female employees may be eligible for paternal leave under the Family Medical Leave Act.

7.04 Military Leave (USERRA)

Employees who are members of the National Guard or official militia of the State of Texas, or are members of a reserve component of the United States Armed Forces or Merchant Marines, will be eligible for leaves of absence under certain military circumstances.

Procedures for the conduct of Military Leave are outlined in Appendix A of this handbook.

7.05 Temporary Disability Leave

Temporary disability leave is any non-job-related injury, illness or medically related situation, including pregnancy leave, which prevents an employee from working for a period of at least seven (7) days, but not more than 180 calendar days. Temporary Disability Leave is available only to those employees who are not eligible for Family Medical Leave.

Regular full-time employees shall be eligible for disability leave upon hire. This leave goes into effect after 7 days of absence, and employee must meet the requirements of a disability as



outlined in the policy. The disability leave policy is updated each year and provided within the Benefits Enrollment Guide, which is provided through Human Resources.

An employee suffering a disability may request reasonable accommodations to perform the essential functions of his/her job through his/her supervisor and the ADA Coordinator (Human Resources), and may request disability leave at the direction of his/her doctor.

The Town reserves the right to request information from the employee's physician outlining limited duties and or amount of time expected to be on disability leave. The dates set forth in the physician's document shall be strictly adhered to unless the Town receives an amendment from the physician in his/her writing.

The employee shall be required to use all sick and vacation leave before taking leave without pay. The Town shall continue to pay medical, dental and life insurance premiums for the employee up to 180 days. The employee will be responsible for paying his/her portion of dependent premiums and optional life insurance premiums.

Upon returning to work, the employee shall provide his/her supervisor with a statement from the attending physician stating the employee is capable of assuming his/her full work duties without affecting the safety and well-being of the employee, fellow employees and other contact persons.

If the employee remains absent for 180 days, the employee may be placed on long-term disability providing the employee meets the qualifications for long-term disability, and is subject to non-disciplinary separation from the Town.

7.06 Family Medical Leave

Employees may be eligible for leave under the Family and Medical Leave Act under certain circumstances.

Information regarding FMLA leave may be found in Appendix A of this handbook.



8.00 PERFORMANCE EXPECTATIONS

8.01 Attendance and Punctuality

Employees are required to be at their workstations on time, every day, in accordance with the established working hours for their respective work units.

Notification of Absence: Employees who expect to be absent or tardy for any reason shall notify the supervisor 30 minutes prior to the beginning of work. Police officers are required to provide notification two (2) hours prior to beginning of work.

- Human Resources must be notified as soon as an employee is absent three (3) continuous days in order to determine whether the employee is eligible for Family Medical Leave.

Prior Appointments (Doctor or Dentist Visits, etc.): Whenever possible, employees will coordinate with supervisors to schedule medical appointments. Employees will make their supervisors aware of upcoming appointments as early as possible.

Illness/Injury While at Work: Department Heads will establish internal procedures for early departure from work due to sudden illness, injury, or other unforeseen circumstances.

8.02 Cell Phone Usage

Cell phones shall not be used while driving a Town vehicle, or a personal vehicle on Town business. Any activity requiring a phone to be handled will take place while the vehicle is stopped, unless an emergency exists or unless the employee is using a hands-free device.

Personal Cell Phones: Personal and Town phones will be used with discretion. Excessive personal calls during the workday are disruptive and should be limited to use during non-work time where possible.

Personal Use of Town Provided Cellular Phones: Where job or business needs demand immediate access to an employee, the Town may issue a business cell phone to an employee for work-related communications. Such phones are to be used for business reasons and not for personal use.

- Employees in possession of a cellular phone are expected to protect the equipment from loss, damage or theft. Upon resignation or termination of employment or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within 24-hours may be expected to bear the cost of a replacement.
- Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will have such charges deducted from their final check. In the event funds are unavailable to cover the expense, the employee will be considered to have left employment on unsatisfactory terms and may be subject to legal action for



recovery of the loss. Violations of this policy will be subject to disciplinary action up to and including termination.

Use of Town Land Line: Town phones are intended for Town business only. Excessive use of Town phones for personal business, or use in a manner that disrupts the work environment, may result in adverse administrative action.

Special Responsibilities for Managerial Staff: Department Heads, all positions of rank, and other responsible supervisors are subject to call 24 hours a day and need to be easily accessible; therefore, such individuals must maintain either a cell phone or residential phone and provide such numbers to the Town Manager's office.

8.03 Dress Code

Attire: Employees are expected to dress in a manner that is appropriate to a business environment. In accordance with department standards and the work environment, employees shall maintain a neat, clean, and well-groomed appearance.

In coordination with the Town Manager, Department Heads will establish the dress code for their departments. Supervisors shall administer guidelines that are appropriate for their work units and counsel their employees when necessary.

- The default standard for indoor workers is business casual, with jeans permitted on Fridays.
- The default standard for outdoor workers is work attire that is clean and not torn, ripped, or tattered.

See-through, tight fitting and/or otherwise sexually provocative clothing are prohibited for all employees. Shorts, yoga pants, leggings (without other concealing garments), sweatshirts, flip flops (plastic or rubber), bare shoulder tops, or skirts or skorts above mid-thigh are inappropriate wear. In areas of doubt, the Department Head will make the final decision of what is appropriate for wear.

Personal Hygiene: All employees should be aware that it is necessary to include daily bathing, the use of deodorant, and the practice of good dental hygiene in their personal hygiene habits in order to maintain a good professional appearance and non-offensive work environment. Personal hygiene products that may be offensive to others should be used in moderation out of concern for others in the workplace. Facial hair is permitted if neatly trimmed.

Uniforms: Town employees provided with a uniform are required to wear the uniforms in the performance of their duties as determined by the Department Head. Employees should consult departmental policies for any specifics regarding uniform requirements.

Steel-toed boots will be purchased for the employees to a maximum allowance of \$200 per year. Anything more than the department maximum shall be paid by the employee to the vendor at the time of purchase. If an employee resigns or is terminated before the completion



of the probationary period, the employee shall reimburse the Town for the cost of the boots through a payroll deduction on his/her final paycheck.

Uniforms are the property of the Town and all employees are responsible for proper care and use. No part of a Town issued uniform shall be worn for “off-duty” attire unless allowed by a department policy. A terminating employee will return all Town issued articles before receiving his/her final paycheck except for steel-toed boots. Any employee who willfully damages or destroys any part of a Town issued uniform must reimburse the Town for those items damaged or destroyed. Employees are required to keep uniform articles clean and in good repair.

Jewelry: No facial jewelry may be worn by employees while they are on duty. Facial jewelry is defined as jewelry which is worn on the face: nose, eyebrows, eyelids, lips, tongue, etc. This policy does not prevent the wearing of jewelry on the ears, neck, hands, etc. while on duty unless restricted by departmental policy. The size and/or number of earrings, rings, necklaces, and bracelets may be determined at the department level based on specific job functions, operational, and safety factors. Where job duties present any type of safety risk, jewelry may be prohibited or limited.

Tattoos: Personnel may display tattoos while on-duty and representing the Town of Northlake in any official capacity. At no time while the member is on-duty or representing the Town in any official capacity shall any offensive or inappropriate (as determined in the Town’s sole discretion) tattoo or body art be visible.

Example of offensive or inappropriate tattoos include, but at not limited to, those that exhibit or advocate discrimination against sex, race, religion, ethnicity, national, origin, sexual orientation, age, physical or mental disability, medical condition or marital status; those that exhibit gang, supremacist or extremist group affiliation; and those that depict or promote drug use, sexually explicit acts or other obscene material.

Tattoo standards for Police personnel will be determined by police department policies.

8.04 Inclement Weather

Employees should never assume Town offices will be closed. Instructions regarding the closing of Town offices or facilities will be issued by the Town Manager or a designee.

If weather conditions cause employees to be absent when Town offices are not officially closed, the supervisor will allow the employee to utilize accrued vacation, holiday or comp time. If the employee declines to use leave or has no leave accrued, the employee will be placed on unpaid administrative leave.

In the event that Town offices are closed by the Town Manager or a designee due to inclement weather, employee absence will be recorded as approved paid leave.



8.05 Political Activity

An employee may participate in any political activities that are not prohibited by this policy. Employees may not:

- Engage in political activities while on duty or in uniform.
- Employees shall not hold an appointive or elective Town office, a partisan office in any jurisdiction, or any other office where service would constitute a direct conflict of interest with Town employment. If an employee decides to assume such an office, the employee shall resign from Town employment or shall immediately forfeit employment with the Town. Use authority, influence, or official position as a Northlake employee to influence the result of any election or nomination for elective office.
- Directly or indirectly coerce, command, or advise any public officer or employee to pay, lend, or contribute anything of value to any person or organization for political purposes.

Employees shall not use Town-owned facilities, personnel, equipment, supplies, vehicles, printing facilities, long distance telephone services, e-mail, or other resources in support of any campaign, association, or other political activity.

8.06 Smoke-Free Workplace

The Town of Northlake discourages the use of tobacco and nicotine products. The Town promotes the health, safety, and well-being of each individual through progressive health and benefit programs.

The use of tobacco and nicotine products is prohibited within any municipal facility of the Town of Northlake. Employees may use tobacco or nicotine outdoors during their normal break periods and at meal periods in designated areas.

Supervisors may permit employees to use smokeless tobacco/nicotine products (e.g. vaping) inside Town vehicles.

- An employee using a “smokeless tobacco product” shall responsibly dispose of all waste products generated by the use of smokeless tobacco products.
- An employee should not use smokeless tobacco products when in direct contact with the public or at any time it may be offensive to another.
- Any employee who smokes or otherwise uses tobacco products in violation of this policy is subject to disciplinary action.

8.07 Take-Home Vehicles

The regular assignment of “take-home” vehicles shall be approved and authorized by the Town Manager.

8.08 Social Media Policy

Employees have the right to use and maintain personal accounts or to engage in personal social



media sites. These sites should be used to share personal opinions or non-work-related information. This helps ensure a distinction between sharing personal and Town of Northlake views. Information from your personal Facebook page, blog entries and tweets - even if they are intended as personal messages between family and friends - can easily reach beyond your intended audience and represent you and the Town of Northlake to the outside world. In addition, employees should never use their Town e-mail account or password in conjunction with a personal social media site.

- Personal/private employee use of social media sites during work hours is subject to the Town's Code of Ethics. Employees who use personal social media in a manner that brings discredit upon the Town may be subject to adverse administrative action.
- Employees are prohibited against disclosure of confidential information that could breach the security of the town's computer system or any Town of Northlake project, facility or program, in any way.
- Participation in social media sites may result in a user's comments being permanently available and open to being republished in other media. Users should be aware that libel, defamation, copyright, and data protection laws apply.
- Town of Northlake logos, uniforms, vehicles, etc. are not to be used, published, displayed, or posted on personal social media sites without department head approval.



9.00 PERFORMANCE IMPROVEMENT & DISCIPLINE

Supervisors are responsible for communicating job duties, responsibilities and performance standards and expectations. Supervisors accomplish this through job orientation, job instruction, coaching and informal discussions with the employee.

Temporary employees, seasonal employees, , the Town Manager, the Town Secretary, the Town Attorney, and the municipal judge are exempt from this policy, unless specifically stated otherwise herein.

9.01 Performance Improvement Plan (PIP)

The Performance Improvement Plan is intended to create a dialogue between Supervisors and Employees in order to enhance employee job performance as defined by the essential functions outlined within their job descriptions.

The Performance Improvement Plan is intended to be used when oral counseling is inadequate to achieve desired outcomes. It may be used with or without connection to separate disciplinary action. The Performance Improvement Plan, in and of itself, is not a form of disciplinary action.

Department Heads may implement Performance Improvement Plans at their own discretion; however, any adverse administrative action taken as a result of the Performance Improvement Plan must be approved by the Town Manager.

Procedure:

- Performance Improvement Plans will be implemented using the Performance Improvement Plan Form.
- The original form will be placed in the employee's official personnel file maintained by Human Resources. A copy of the Performance Improvement Plan will be maintained within the department. Another copy will be provided to the employee.
- Performance Improvement Plans will last at least 7 calendar days. They will not exceed 90 calendar days.
- Employees who demonstrate the necessary performance improvement will complete their Performance Improvement Plan without further administrative action.
- Employees who fail to demonstrate the necessary performance improvement are subject to adverse administrative action.
 - Department Heads may immediately implement a follow-on Performance Improvement Plan if desired.
 - Consecutive Performance Improvement Plans for the same performance issue may not be used for more than 120 calendar days. This policy is not intended to allow Department Heads to perpetually keep employees on a Performance Improvement Plan.
- Nothing shall preclude a supervisor from proposing disciplinary action when an employee commits an act of serious personal misconduct, even if the employee is completing a Performance Improvement Plan.



- Nothing shall preclude a supervisor from proposing disciplinary action for the employee's failure to adequately perform their job duties if the supervisor fails to see adequate improvement in the employee's performance during the performance improvement plan.

9.02 Adverse Administrative Action

The Town of Northlake is an at-will employer. The Town reserves the right to dismiss an employee without progressing through any steps at any time the Town determines that continued employment of an employee is not in the Town's best interest.

In every situation where disciplinary action is taken, the action taken should be commensurate with the specific offense or violation for which it is intended, and should take into consideration the specific situation, severity of the offense, the impact the offense(s) have or had on other employees, the Town or citizens, past disciplinary actions taken by the Town for the same or similar problems or patterns of disruptive work, and the previous performance record of the individual involved.

Coaching and informal discussions are everyday responsibilities performed by supervisors to ensure that employees are performing their jobs and conducting themselves appropriately. Coaching and informal discussion do not require formal documentation. Nothing in this policy is intended to prevent supervisors from engaging in coaching and informal discussion with employees.

Oral Counseling

- The Department Head will use the Adverse Administrative Action Form to deliver all oral reprimands. A copy will be provided to the employee and to Human Resources for recordkeeping.
- Oral counseling is explicitly intended to address minor infractions or incidents.
- During oral counseling, the supervisor shall discuss the situation with the employee in private and make every effort to discover the reason(s) for the employee's conduct or performance and advise the employee of the necessary changes in his/her behavior or performance to correct the problem. Upon completion, copies of the Oral Counseling form will be delivered to the employee, to the supervisor, and to Human Resources for recordkeeping.

Written Reprimand

- The Department Head will use the Adverse Administrative Action Form to deliver all written reprimands. A copy will be provided to the employee and to Human Resources for recordkeeping.
- A written reprimand is intended to address moderate infractions, or continued minor infractions after previous discussion during oral counseling.
- Upon completion, copies of the written reprimand form will be delivered to the employee, to the supervisor, and to Human Resources for recordkeeping.



Demotion

- The Department Head will use the Adverse Administrative Action Form to deliver all demotions. The Town Manager will endorse the form prior to delivery to the employee. A copy will be provided to the employee and to Human Resources for recordkeeping.
- Demotion is intended to address serious infractions or serious performance shortfalls, such as disregard for or a violation of personnel rules or policies, or for repeated refusal or inability to improve performance.
- Demotions may be either permanent or for a predetermined specific period of time and may be used in conjunction with a disciplinary probation.
- A reduction in salary is intended to accompany disciplinary demotion.

Decision-Making Leave

- The Department Head will use the Adverse Administrative Action Form to deliver all decision-making leave. The Town Manager will endorse the form prior to delivery to the employee. A copy will be provided to the employee and to Human Resources for recordkeeping.
- Decision-making leave will consist of 1 workday (8 hours) of paid leave, to be used the workday immediately following receipt.
- Decision-making leave is intended to provide employees with time to reflect upon their performance, work responsibilities, wants, and needs in order to make a decision as to whether they desire to make the necessary performance improvements to continue employment with the Town of Northlake.
- Upon return from a Decision-Making Leave, employees must report their decision whether to continue employment or to resign. If the employee decides to continue working for the Town of Northlake, a performance improvement plan will immediately take effect.

Suspension Without Pay

- The Department Head will use the Adverse Administrative Action Form to deliver all suspensions without pay. The Town Manager will endorse the form prior to delivery to the employee. A copy will be provided to the employee and to Human Resources for recordkeeping.
- Suspension without pay is intended to discipline employees for significant misconduct, such as a major safety violation or an action that publicly brought significant discredit to the Town.
- Employees may be suspended without pay between 1 and 30 calendar days. No disciplinary suspension without pay or combination of suspensions will exceed 30 working days in a 12-month period.
- This policy is not intended to prevent a supervisor from sending an employee home immediately if the supervisor judges it to be appropriate. Supervisors may release employees on their own discretion whenever they judge it to be necessary to mitigate a worsening situation.
 - Employees who are sent home in this manner will receive full pay for the day's normal work period.



Employees who are sent home in this manner will normally return to work at the beginning of the next normal workday.

Dismissal

- The Department Head will use the Adverse Administrative Action Form to deliver all dismissals. The Town Manager will endorse the form prior to delivery to the employee. A copy will be provided to the employee and to Human Resources for recordkeeping.
- Employees have the right to submit a written appeal of the dismissal in writing to the Department Head.
 - The form must be submitted within five (5) business days of termination.
 - The Department Head will respond to the appeal within (5) business days of receipt. The Department Head will discuss the matter with the Town Manager prior to providing the response.
 - During this period, the employee will be suspended without pay. If the Department Head accepts the employee's appeal, the employee will be retroactively paid for the suspended days.

9.03 Documentation in Personnel Files

All completed adverse administrative action forms shall be signed by the employee, supervisor and Department Head and sent to Human Resources for inclusion in the employee's personnel file. A copy may be retained in the department for future reference.

If an action is reviewed by the Town Manager through an appeal by the employee and found to be unjust or unfair, a document reflecting the Town Manager's findings will also be placed in the employee's personnel file. Under no other circumstances shall the disciplinary action form be removed from the employee's personnel file.

9.04 Conduct Subject to Disciplinary Action

The following lists provide examples of conduct that could result in disciplinary action. These lists are examples only and, therefore, conduct not included may still result in disciplinary action.

Performance of Duties: The following are examples relating to unsatisfactory performance of duties for which disciplinary action may be taken:

- Failure to satisfactorily meet performance standards for the position.
- Patterned absenteeism without sufficient medical justification.
- Absence without approved leave.
- Tardiness as a habitual pattern or failure to report for duty at the assigned time and place.
- Violation of written departmental regulations regarding the performance of duties.
- Careless, negligent or improper use of Town property or equipment.
- Discourteous treatment of the public or other employees.
- Neglect or carelessness in the performance of duties.



- Failure to meet or maintain specified conditions of employment, such as failure to obtain or maintain a license or certificate required as a condition for performing a job.
- Negligently causing damage to or waste of Town property, or causing or contributing to an accident by operating Town equipment in an unsafe or unauthorized manner.

Personal Conduct: The following are examples relating to personal conduct for which disciplinary action may be taken:

- Violating a Town policy (i.e., Drug and Alcohol Free Workplace, harassment and discrimination, etc.).
- Theft of, or the aiding in or encouraging of theft of cash, Town property or equipment.
- Destroying Town records without authorization.
- Falsifying Town records, including application for employment or medical information, time sheets or other information concerning employment status.
- Insubordination: the refusal to perform a reasonable, lawful, safe and proper work assignment, duty or task from an authorized supervisor.
- Using an official position or office for economic gain or soliciting favors or gratuities for performing services required by the employee's position.
- Disclosing information as defined by statute to be confidential.
- Unauthorized use or possession of Town funds.
- Possession or use of weapons in violation of Town policy.
- Engaging in any employment activity or enterprise that constitutes a conflict of interest.
- Using Town property or equipment without authorization.
- Dereliction of duty that is detrimental to the proper performance of the functions of the Town.
- Failure of a supervisor to immediately take action when a violation of policies, rules or regulations comes to his/her attention, regardless of the supervisor's or violator's assignment or position in the Town.
- Failure to observe and adhere to the policies of the employee's department or the Town.
- Failure to deliver to the official Town custodian any property found by, confiscated by or relinquished to employees of the Town without undue delay and, in any event, before the workday is ended.
- Misusing or failing to use delegated authority in the performance of duties.
- Unnecessarily disrupting the work of other employees.
- Operating or conducting gambling on the job or on Town property.
- Violations of safety rules or practices that endanger the employee or others or that damage Town property or equipment.
- Playing tricks or jokes or engaging in horseplay that adversely affects job performance or safety issues.
- Engaging in personal business while on duty without authorization of his/her supervisor.
- Failure to report damage to Town equipment or property of others.
- Appropriating Town property, i.e., equipment, furniture or construction materials that have been abandoned or discarded.
- Utilizing Town data or information systems for any reason other than Town business.
- Sleeping on the job.



- Falsely reporting illness or injury or otherwise attempting to deceive the employee's supervisor or any other Town official as to a health or medical condition.
- Engaging in unbecoming conduct, either on or off duty. "Unbecoming conduct" shall include that which brings the Town, the Town Council, Town Administration or the Town's reputation into disrepute or reflects discredit upon the employee as an employee of the Town, or that which impairs the operation or efficiency of the Town or the employee. Exercising constitutional rights or other legally protected activities are not unbecoming conduct.

9.05 Arrests and Confinements

Town employees are subject to disciplinary action and/or job restrictions for violations of the law. This policy applies to acts prohibited by law that result in charges being filed, arrest, or confinement as well as to acts prohibited by law not resulting in charges filed, arrest, or confinement.

- **Employee Detained by Law Enforcement Authorities** An employee detained by law enforcement authorities who fails to report to work and/or provide timely notification to his/her supervisor will be subject to disciplinary action for Unauthorized Absence. If an employee does not report to work as scheduled, the time missed will be recorded as unpaid leave.
- **Employee Status after Violation of Law** At the time the department is made aware of an employee's arrest or conduct constituting an offense, the Department Head shall consult with the Town Manager to determine available options which include, but are not limited to:
 - Allowing the employee to return to regular duty with pay;
 - Allowing the employee to return to restricted duty with pay; or
 - Placing the employee on paid or unpaid administrative leave.
- **Disciplinary Action** Disciplinary action may be pursued concurrently or in place of the above options, or at a later date. Multiple violations of law or confinements within a prescribed time period may also result in disciplinary action up to and including termination.



10.00 CONCERNS AND GRIEVANCES

Employees are encouraged to communicate concerns and grievances to their supervisors. Supervisors will deliberately cultivate an environment of respect and mutual trust in which employees are encouraged to share concerns and grievances without fear of reprisal. All Town employees, including supervisors, will cooperate to resolve concerns and grievances in the most equitable manner possible, while recognizing practical limitations.

10.01 Concept

As a matter of policy, employees are encouraged to first discuss any problem or concern about work with their immediate supervisor. If the problem is not resolved to the employee's satisfaction, employees may go through the chain of command in their department. If the problem or concern is not resolved through these channels, the employee may file a formal grievance in writing to the Town Manager.

10.02 Reporting Process

Oral Discussion: Employees will initially communicate concerns and grievances through oral discussion with their immediate supervisor.

- If the concern or grievance is against the employee's immediate supervisor, the employee may discuss the topic with the next supervisor in the chain of command. If the concern or grievance is against the Department Head, a written report may be submitted directly to the Town Manager.
- During oral discussion, the concern or grievance will be thoroughly discussed in order to resolve the matter to the mutual satisfaction of the employee and supervisor.
- Written records generally will not be required to document the outcomes of oral discussions.
 - Either the employee or the supervisor may elect to receive a Written Grievance Form documenting the outcome of the oral discussion.
 - When a Written Grievance Form is completed, a copy will be provided to the Employee, to the Department Head, and to Human Resources for recordkeeping.

Written Grievance Form: If the oral presentation with the employee's department leadership fails to resolve the matter, the employee shall have the right to file a Written Grievance Form to the Town Manager.

- Employees are strongly encouraged to submit the Written Grievance Form within five (5) business days of the oral discussion.
- Within (5) days of receipt, the Town Manager or a designee will meet with the employee.
 - The Town Manager or a designee will meet with the employee prior to discussing the grievance with the employee's departmental leadership.
 - When necessary, the Town Manager may conduct a formal investigation into allegations made by employees.



- Within (5) days of meeting with the employee, the Town Manager will complete the Written Grievance Form outlining final disposition of the grievance. A copy will be provided to the employee, to the Department Head, to the Town Secretary, and to Human Resources for recordkeeping.
 - If the Town Manager assigns a designee to meet with the Employee, the designee will submit a recommended action to the Town Manager within the (5) day time limit.

Town Manager Direct Reports Employees who work directly for the Town Manager will communicate concerns or issues verbally or submit the concerns in writing to the Town Manager. The decision of the Town Manager is final.

10.03 Time Limits

Any time limit specified in the procedural steps of the complaint or grievance process may be extended by the Town Manager.

10.04 Department Head and Supervisor Responsibilities

Department Heads and supervisors must treat all complaints and grievances seriously and confidentially. Each case shall be promptly and thoroughly investigated to determine whether the issue outlined in the complaint or grievance occurred. All reports or suspicions of harassment, sexual or otherwise that come to a supervisor's attention must be referred immediately to Human Resources for investigation. The original documents of all grievance or complaint documentation must be forwarded to Human Resources for purposes of retention and examination.

10.05 General Provision

The right of a person to prompt an equitable resolution of the grievance filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of an Equal Employment Opportunity Commission (EEOC) complaint with the appropriate governmental department or agency. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies.



11.00 LEAVING EMPLOYMENT

11.01 Resignations / Notice

Under Texas law, all employees are employees-at-will and, as such, are free to resign at any time with or without reason or notice, for any reason or no reason.

- An employee may leave the employment with the Town in “good standing” by giving two weeks’ written notice. The personnel records of any employee who resigned by giving proper notice shall show that the employee resigned of his or her own accord.
- Department Heads should give notice of resignation at the earliest possible opportunity (at least a thirty (30) calendar days’ notice is preferred) written notice in advance of separation. A Department Head may accept an employee’s two-week notice, but dismiss the employee immediately if it is in the best interest of the Town to do so. The Town Manager shall be consulted by the Department Head prior to immediate dismissal.

An employee failing to report for duty or remain at work as scheduled without proper notification, authorization, or excuse shall be considered as absent without leave, which constitutes abandonment of duties, except when the failure to notify is due to circumstances beyond the control of the employee. Absence without leave may be considered as an employee’s resignation without notice. In such cases, the employee’s separation shall not be considered to be in “good standing.”

11.02 Retirement

Eligible employees may elect to retire from the Town service in accordance with the applicable retirement programs.

11.03 Incapacity

An employee may be separated for incapacity for medical reasons arising from illness or injury when the employee, with or without reasonable accommodation, is unable to perform the essential functions of the job for a maximum of six months (180 days).

- A finding of incapacity shall be made through individual job-related medical examination by a physician, as prescribed by the Town Manager.
- Separation for incapacity shall not be considered disciplinary action and shall not operate to deny an employee the use of accrued sick leave or other benefits. Separation for incapacity is an administrative measure designed to protect the interest of the Town and the employee.
- Those employees who become incapacitated may be eligible for short-term or long-term disability benefits and are eligible for rehire should another position become available for which they are qualified and able to perform the essential functions of the job.



11.04 Reduction in Force/Layoff

Circumstances may arise that require the Town to reduce staffing levels by elimination of positions and/or employees.

- The Town Manager may recommend to the Town Council specific positions for elimination. The Town Manager will consider all regular full-time and regular part-time positions.
- No decision to separate an employee from employment will be based on race, sex, age, national origin, disability status, or any other protection afforded by federal, state, or local law.
- All eligible employees will receive compensation for accrued benefits according to benefit payout policy.



12.00 EMPLOYEE SAFETY AND HEALTH (RISK MANAGEMENT)

All Northlake Employees are responsible to maintain a safe work environment in compliance with federal, state, and local safety regulations. Employees will immediately report any unsafe conditions to their supervisor and take immediate action to correct the unsafe condition whenever possible.

All accidents that result in injury must be immediately reported to the employee's supervisor and within 24-hours to Human Resources using DWC Form 1, regardless of how minor the injury may appear. Such reports are necessary to comply with laws and to initiate insurance and Workers' Compensation procedures.

12.01 Administration of Workers' Compensation and Liability Insurance

The Town Secretary and the Human Resources section are jointly responsible for the processing of liability claims, both for Town and private property. Only the Town Manager, Town Secretary, or Human Resources communicate with the Town's insurance carriers regarding a liability claim.

- All employees in the Town are covered by Workers' Compensation.
- Employees injured on-the-job may be eligible for benefits under Workers' Compensation that may cover the entire cost of hospitalization, doctors, drugs, treatments, and other related expenses.
- Workers' Compensation benefits may also include partial salary compensation during the recovery period.
- Workers' Compensation is designed to cover the costs associated with injuries resulting from identifiable and specific accidents or injuries occurring on the job. It is not designed to cover "ordinary diseases of life."

12.02 Wage Continuation

Employees unable to return to work after five days who are not found eligible for wage continuation may use accumulated leave and vacation time to continue to receive pay. Employees eligible for FMLA may also be placed on FMLA leave.

When an employee is unable to perform the essential job functions of his/her job, with or without reasonable accommodations for more than 180 days due to an on-the-job injury, the employee will be terminated, in most cases, and the employee's position may be refilled. This policy will be implemented in accordance with the Americans with Disabilities Act.

The **wage continuation benefit** for employees other than employees of the Police Department is subject to the following provisions:

- The injury or illness must be the direct result of the employee performing their job for the Town.
- The employee must report the accident or personal injury to their supervisor **within 24 hours** of the incident.
- The employee shall be seen by the medical facility approved by the Town for on-the-job injuries. If the employee is taken to a hospital in an emergency, the employee shall



complete his/her follow-up visits with a physician from the Town's selected medical facility.

- An employee who is unable to return to work shall contact their supervisor (no substitutes) every other day until the doctor has released the employee to return to work.
- An employee who is on probation due to disciplinary action is not eligible for wage continuation.

The following shall apply to all employee's on Workers Compensation leave:

- An employee who has been released by their attending physician to return to light duty shall be required to perform light duties for their own department, or that of another department in the Town.
- Injuries or illnesses that occur while traveling to and from work, or while engaging in horseplay, attending to personal business, or failing to follow reasonable safe practices shall not be deemed as on-the-job injuries to qualify for workers compensation.
- Upon return to work, light duty or full-duty, the employee shall be required to arrange after-hours appointments for required physical therapy or doctor visits, if possible.

12.03 Vehicles

This policy shall apply to all Town-owned vehicles and all persons assigned a vehicle, inclusive of operators and passengers.

- Except for maintenance, service and repair, only Town officials, employees and persons conducting official business with the Town are allowed to operate or ride in a Town vehicle. Civilian riders may be permitted in police vehicles in accordance with police department policies and procedures.
- Those personnel assigned use of a vehicle or piece of equipment will be responsible for the maintenance and care of said vehicle/equipment.
 - Damage arising from misuse or neglect due to operator negligence is subject to review by the Department Head.
 - If damage is caused by misuse or operator negligence as determined by the Department Head, then any required repairs may be assessed against the employee.
 - A personnel action up to and including termination also may be assessed against the employee.
- No one shall operate a Town vehicle or piece of equipment that is unsafe and the operator will be responsible for exercising good judgment and perform a cursory inspection prior to operating said vehicle or equipment. No one is allowed to operate a Town vehicle or piece of equipment while under the influence of alcohol, drugs, or certain medications as determined by a physician. No person with corrective devices or appliances shall be allowed to operate Town equipment or vehicles without same being in place and in good repair.



12.04 Accidents and Equipment or Vehicle Damage

The following procedures shall be followed in the event of an accident resulting in equipment or vehicle damage.

- All instances of such damage or claims must be reported to Human Resources with the accident report form.
- Anyone involved in an accident in a Town vehicle should immediately contact the Town Police Department. If the accident is out of Town, contact the local Police Department and request a report to be made.
- In the event an employee is aware of equipment damage that has taken place, the employee shall complete a "Equipment Damage Report" and submit it to the supervisor for review. The supervisor shall conduct an investigation and complete a supervisor's report regarding the equipment damage.
- The Department Head shall follow the Town's Drug and Alcohol Free workplace policy for post-accident drug/alcohol testing. Human Resources shall file the claims with the proper insurance carriers upon receipt of the completed accident and investigation report forms being submitted.
- Vehicle and equipment damages must be reported immediately during business hours or the at the beginning of the next business day. The report forms must be submitted within 48-hours of the accidents and/or damage.
- **Penalties may be assessed to the Town if claims are not processed in a timely manner.**
- If it is possible, take pictures at the time of the accident of all vehicles or equipment involved and the surrounding area that may have contributed to the accident. Submit the pictures to Human Resources with the reports.

12.05 Employee Driving Standards

- Employees driving a Town vehicle or equipment must have an appropriate valid Texas Drivers' license and safe driving record (CDL or Class C license).
- Employees shall not operate a Town vehicle while under the influences of alcohol or a controlled substance.
- Alcoholic beverages or controlled substances shall not be allowed or permitted inside any Town vehicle at any time, except for confiscation purposes by authorized Police Department personnel.
- Any employee, who loses his/her drivers' license by the State, must report the loss of driving privileges immediately to his/her supervisor, Department Head or the Town Manager. The employee shall not drive a Town vehicle without his/her drivers' license and proof of automobile insurance.



Appendix A

Federal & State Laws



APPENDIX A FEDERAL AND STATE LAWS

- A.1 Americans with Disabilities Act and Amendments Act of 1990/2008 (ADA/ADAAA)
- A.2 Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)
- A.3 Equal Employment Opportunity (Title VII Civil Rights Act of 1964)
- A.4 Fair Credit Reporting Act (FCRA)
- A.5 Fair Labor Standards Act of 1938 (FLSA)
- A.6 Family Medical Leave Act of 1993/2008 (FMLA)
- A.7 Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- A.8 Immigration Reform and Control Act of 1986
- A.9 Life-Threatening Illnesses
- A.10 Preventive Immunizations
- A.11 Sexual and Other Unlawful Harassment (1964)
- A.12 Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)
- A.13 Violence Prevention and Weapons Ban in the Workplace



A.1 Americans with Disabilities Act and Amendments Act of 1990/2008 (ADA/ADAAA)

As mandated by the Americans with Disabilities Act (“ADA” or “The Act”) of 1990 and the amended Act of 2008 (ADAAA) the Town does not discriminate against individuals with disabilities in the areas of employment, public services, and public accommodations. Human Resources has been named the ADA Coordinator and is responsible to coordinate compliance with the non-discrimination requirements as set forth in the Act and in applicable regulations.

Employment Policy The Town does not discriminate against individuals with “qualifying disabilities” (as defined in the Act) who are otherwise qualified to perform the essential functions of a job, with or without reasonable accommodations. “Reasonable accommodations” will be defined as any accommodation for an individual with a disability that can be made without causing “undue hardship” as defined in the Act.

All applicants, including employees who have previously worked for the Town, applying or reapplying, for a position with the Town, must submit an application for employment for a specific job opening, and will be required to complete the entire hiring process before a final job offer is made. The process is determined by each position and the requirements of the essential job functions. The process may include a written test, physical assessment, psychological evaluation, credit check and reference check, and a medical examination including a drug and alcohol test.

Accommodation Requests Applicants and Employees with qualifying disabilities, who are requesting reasonable accommodations in the application process or to perform essential job functions, must submit their request in writing to the ADA Coordinator. The ADA Coordinator and the department head will review the request. The ADA Coordinator and department head may meet with the applicant or employee to discuss reasonable accommodations and will provide a written proposal to the applicant or employee with a copy to the Town Manager.

Verification of Disability Status Compliance with the Act may require verification of the qualifying physical or mental disability requiring the requested accommodation in certain circumstances. In those instances, an **Authorization for Release of Medical Information** must be completed by the individual with the disability and submitted to the ADA Coordinator.

The Town Attorney may be present or consulted as an advisor. All medical information will be treated as confidential medical records as provided for in the Act.

Time Frames for Resolutions Department heads and/or the ADA Coordinator shall respond in writing to any requests for accommodations within ten (10) working days of the receipt of the written request and any required medical documentation. An appeal of the Department Head/ADA Coordinator’s decision may be made to the Town Manager, in writing, within ten (10) working days of receipt of the decision. The Town Manager shall review all appeals and will issue a written decision within thirty (30) working days of the receipt of the written appeal. The above-mentioned time frames may be extended at any time during the process by the Town Manager.



Resolutions The Town Manager recognizes that, as provided for in the Act, where appropriate, the use of alternative means of dispute resolution including, but not limited to, settlement negotiations, conciliation, fact-finding, and mediation is encouraged to resolve disputes. However, the Town Manager is free to resolve a request for accommodation solely on the submission of written documents, unless the individual submitting the request objects, in writing, to such a procedure. Should an individual take exception to the offered solution, the individual has the right to appeal the decision to the U.S. Equal Employment Opportunity Commission (EEOC) or in the event the applicant is a returning veteran, he/she may appeal to VETS at 1-866-4-USA-DOL.

A.2 Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA)

All Town of Northlake employees who are covered by the Town sponsored health plan have the right to choose the continuation coverage if group health coverage is lost for reasons such as termination, retirement, or reduction in work hours. The employee is responsible for paying for such coverage at up to 102% of the group rate. However, continuation of health care coverage may be denied in cases of gross misconduct.

A. Spouse Rights The spouse has the right to choose continuation of coverage for themselves if the employee loses group health coverage for any of the following:

1. death of the employee;
2. employee's termination for reasons other than gross misconduct;
3. divorce or legal separation from employee;
4. employee becomes entitled to Medicare and coverage under the plan terminates.

B. Dependent Child Rights - The dependent child of a covered employee has the right to choose continuation coverage under the plan if it is lost due to any of the following 5 reasons:

1. death of a parent;
2. employee's termination for reasons other than gross misconduct;
3. parents' divorce or legal separation;
4. parent becomes entitled to Medicare and coverage under the plan terminates;
5. dependent ceases to be "dependent child" as defined under the plan.

C. Notice Requirements

1. The Town has the responsibility to notify the health insurance company within thirty (30) days of the employee's death, termination, retirement, reduction in hours, or entitlement to Medicare.
2. When the Town is notified of an event which will result in a status change, it will notify the person within fourteen (14) days of the right to choose continuation coverage.



3. A person has sixty (60) days from the date of the event to inform the Town that they want continuation coverage.

- D. **Type of Coverage** If a person chooses continuation coverage, the Town is required to provide identical coverage under the plan to similarly situated employees or family members at the covered individual's expense.
- E. **Length of Coverage** If an employee is terminated or loses coverage due to a reduction in hours, eligible persons will be afforded the opportunity for continued coverage for eighteen (18) months. When the qualifying event is the end of employment or reduction of the employee's hours, and the employee became entitled to Medicare less than 18 months before the qualifying event, COBRA coverage for the employee's spouse and dependents can last until 36 months after the date the employee becomes entitled to Medicare. For example, if a covered employee becomes entitled to Medicare 8 months before the date his/her employment ends (termination of employment is the COBRA qualifying event), COBRA coverage for his/her spouse and children would last 28 months (36 months minus 8 months). In all other cases, qualified beneficiaries will be afforded coverage for thirty-six (36) months.
- F. **Termination of Coverage** An individual's continuation coverage may be cut short for any of the following reasons:
1. the Town no longer provides group health coverage;
 2. the premium for continuation coverage is not paid on time;
 3. the covered person becomes insured under another group health plan;
 4. the covered person is entitled to Medicare.
 5. A qualified beneficiary engages in conduct that would justify the plan in terminating coverage of a similarly situated participant or beneficiary not receiving continuation coverage (such as fraud).
- G. **Insurability** The individual requesting continuation coverage does not have to show proof of insurability.
- H. **Not Covered Insurance Plans** The continuation of coverage for health care is not the same nor does it include conditions for conversion of life, AD & D, or accident and illness insurance benefits.

A.3 Equal Employment Opportunity (Title VII Civil Rights Act of 1964)

The Town of Northlake is committed to providing equal employment opportunities to all employees and applicants and shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, national origin, disability, military status, or on any other basis prohibited by law. Employment decisions shall be made on the basis of each applicant's job qualifications, experience, and abilities. To achieve a diversified workforce the Town shall:



1. Recruit, hire and promote all job classifications without regard to race, color, religion, sex, age, disability status, national origin, or other protected classifications.
2. Base decision of employment so as to further the principles of equal employment opportunity and work force diversity.
3. Ensure that in-house advancement decisions are made in accordance with the principles of equal employment opportunity by imposing only valid requirements for in-house advancement opportunities.
4. Ensure that all personnel actions, including but not limited to compensation, benefits, transfers, layoffs, return from layoff, training, education through tuition reimbursement, will be administered without regard to race, color, religion, gender, sex, disability status, national origin, or other protected classifications.

A.4 Fair Credit Reporting Act (FCRA)

The FCRA requires employers utilizing consumer reports for employment purposes to notify applicants, in writing, that a consumer report may be obtained and obtain the written authorization of the applicant or employee prior to requesting the report. The employer is also required to notify the applicants or employee of any adverse action that is taken based on the consumer report.

A.5 Fair Labor Standards Act of 1938 (FLSA)

The Fair Labor Standards Act (FLSA) established minimum wage, overtime, recordkeeping, and child labor standards and applies to all full-time and part-time employees. As amended in 1985, FLSA provides the option for compensatory time in lieu of overtime compensation for non-exempt employees. Executive, administrative, and professional employees are exempt from the FLSA overtime requirements. The Town will comply with the FLSA in its compensation practices.

Exempt Employees Certain Salaried executive, administrative, and professional employees exempt under FLSA and are not eligible for overtime pay. Exempt personnel are paid a salary and are expected to work whatever hours are necessary to complete their job assignments. However, exempt employees must record all hours worked on a time sheet to assist in determining the administrative needs of the Town and to account to the public for exempt personnel work time. Exempt personnel wishing to take time off are expected to obtain approval in advance from their department head or the Town Manager.

Non-exempt Employees All non-exempt employees are eligible for overtime according to the following:

- Category A: 40-hour employees (including police department employees that do not work shifts) are eligible for overtime pay for actual time worked over 40 hours per week.
- Category B: Sworn Police Officers are eligible for overtime pay for actual time worked greater than 80-hours per two-week pay period.

No one has the authority to make exceptions to this policy or to enter into any agreement that denies any Town employee his/her rights under FLSA or this policy, unless explicitly provided.



All employees have the right and are encouraged to consult with his/her department supervisor or the Town Manager regarding his/her FLSA status, pay hours worked, or other matters affecting them under this policy.

The Accounting Department is responsible for developing supporting systems and procedures and for the applications needed to prepare and process payrolls for FLSA compliance. All payroll records will be retained in accordance with the Town's Records Retention policy.

The Accounting Department is also responsible for overall administration and interpretation of the Act and shall maintain a listing of all positions showing his/her designation as either exempt or non-exempt.

A.6 Family Medical Leave Act of 1993/2009 (FMLA)

The Town of Northlake shall provide authorized leave for family and medical reasons to eligible employees in accordance with the provisions of the "Family and Medical Leave Act" (FMLA) of 1993 and its amendments of 2009. The purpose of this policy is to enable eligible employees to take absences from work for up to twelve (12) workweeks of unpaid, job-protected leave in a 12-month period for specified family and medical reasons, or for any "qualifying exigency" arising out of the fact that a covered military member is on active duty, or has been notified of an impending call or order to active duty, in support of a contingency operation. The Family Medical Leave Act also allows eligible employees to take up to twenty-six (26) workweeks of job protected leave in a "single 12-month period" to care for a covered service member with a serious injury or illness.

ADMINISTRATIVE PROCEDURES

I. Definitions

- A.** "Child" is a biological, adopted, foster, legal ward, child of a person standing in the place of a parent, or a step-son or -daughter who is under 18 years old or who is over 18 years old and incapable of self-care because of a mental and/or physical disability.
- B.** "Health care provider" is an authorized individual who provides health care services.
- C.** "Intermittent leave" is leave taken in separate blocks of time rather than one continuous period.
- D.** "Parent" is the biological, legal adoptive or stepparent of an employee or an individual who had day-to-day responsibilities to care for and financially supported the employee when he/she was a child. The term does not include parents-in-law.
- E.** "Period of Incapacity" is an inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore or recovery there from.



- F. “Reduced schedule leave” is fewer workdays per week or hours per workday than an employee’s normal work schedule. For employees who work part-time or variable hours, the leave is determined on a pro-rata basis.
- G. “A Regimen of Continuing Treatment” includes, for example, a course of prescription medications (e.g., an antibiotic or therapy requiring special equipment to resolve or alleviate the health condition). A regimen of treatment does not include the taking of over-the-counter medications such as aspirin, antihistamines, or salves; or bed-rest, drinking fluids, exercise, and other similar activities that can be initiated without a visit to a health care provider.
- H. “Serious health condition” is an illness, injury, impairment or physical or mental condition that involves inpatient care or any subsequent treatment in connection with inpatient care and/or continuing treatment by a health care provider as described in the FMLA regulations.
- I. “Spouse” is a husband or wife as defined by State law, including a common law marriage. Common law spouses must provide the Town of Northlake with an affidavit from each spouse testifying to the marriage relationship.
- J. “Treatment” includes examinations to determine if a serious health condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations.

II. Eligibility

In order to be eligible for leave under FMLA, an employee must:

- A. Have been employed for at least twelve (12) months at any time by the Town of Northlake prior to the commencement of the leave (12 months need not be consecutive); and
- B. Have worked for the Town at least 1,250 hours during the 12-month period immediately prior to the commencement of the leave.

III. Leave Entitlements

- A. An eligible employee must be granted up to a maximum of **12 workweeks of unpaid** leave during any 12-month period for one or more of the following reasons:
- B. **Family Leave** – is available for the following circumstances:
 - 1. Birth or care of a child to the employee or the employee’s spouse;
 - 2. Placement of a child for adoption with the employee; or
 - 3. Placement of a child for foster care with the employee pursuant to a formal foster care arrangement approved by the appropriate state agency or court.
- C. **Medical Leave** – is available for the following circumstances:
 - 1. Leave to care for employee’s spouse, child or parent with a serious health condition; or,



2. Leave due to employee's own serious health condition that makes the employee unable to perform the functions of his/her position because he/she is:

- a. unable to work at all due to an Incapacity caused by the serious health condition, or
- b. unable to perform any one of the essential functions of the position within the definition of the Americans with Disabilities Act due to a serious health condition.

Note: All injuries covered by workers' compensation or long-term disability that also constitute a "serious health condition" will be designated as Family Medical Leave. Please contact the designated representative for more information.

Note: When both spouses are employees of the Town, they are entitled to a total combined twelve (12) weeks for family leave to care for a newly born or placed child and/or medical leave to care for a parent with a serious health condition. Each employee separately, however, is entitled up to twelve (12) weeks total leave for a medical leave due to a serious health condition of self, spouse or child.

D. Military Leave – Because of a "qualifying exigency" relating to the active duty status or call to active-duty in the Armed Forces of a spouse/same-sex domestic partner, son, daughter, or parent of the employee, including those contingencies set for the applicable regulations, as follows:

1. short-notice deployment;
2. military events and related activities;
3. to arrange for childcare, or provide childcare on an urgent basis, or for school activities;
4. to make financial or legal arrangements;
5. to attend counseling;
6. to spend time with the service member while on short-term leave;
7. for post deployment activities; and
8. for other activities in accordance with the regulations.

IV. An eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness must be granted up to a total of **26 workweeks** of unpaid leave during a **"single 12-month period"** to care for the service member.

V. Use of Paid Leave While on Family Medical Leave

A. Available Paid Leaves

1. If an employee has accumulated sick or vacation time or "comp time" (if eligible), he/she must take paid leave first until paid leave is exhausted. The



balance of the employee's Family Medical Leave entitlement will be provided without pay.

2. A paid holiday occurring during a week of FMLA leave has no effect on FMLA time used and is still counted as FMLA leave.

B. "Leave Year"

The Town uses a "rolling" 12-month period measured backward from the date an employee uses any leave under the Family Medical Leave Act.

C. Reduced Schedule/Intermittent Leave

1. Family leave may be used intermittently but only with approval from the employee's supervisor and it must be completed within twelve (12) months of the date of birth or placement of the child.
2. Medical leave to care for a seriously ill family member or because of the employee's serious health condition may be used intermittently or on a reduced schedule if all of the following apply:
 - a. Must be medically necessary;
 - b. The employee must present a medical certification; and
3. The Town may transfer the employee temporarily to an alternative job with equivalent pay and benefits that accommodate recurring periods of leave better than the employee's regular job
4. Intermittent and reduced schedule leave absences will be measured in one-hour increments.

VI. Coordination of Benefits

- A.** During approved Family Medical Leave, the Town will continue its preexisting contributions to employee and dependent health insurance premiums. The employee is required to pay health insurance premiums for any remaining costs, through payroll deduction or personal finances. The employee is also responsible for other benefit premiums normally taken from his/her paycheck.
- B.** Vacation, and sick leave benefits will not accrue during an employee's unpaid FMLA leave status. The employee will not receive holiday pay or any other paid benefit during an unpaid Family Medical Leave status. These benefits will resume upon the employee's return to work.

VII. Notification of Employees

- A.** If the need for leave is foreseeable, an employee must give at least a 30-day notice (oral or written) of his/her desire to take family and/or medical leave. The Town may delay the requested leave for up to thirty (30) days after the notice is provided



to the Town if an employee fails to give adequate notice of foreseeable leave. The employee must make reasonable efforts to schedule foreseeable leave so as not to unduly disrupt the department's operations.

- B. If the need for leave is unforeseeable, an employee must give notice as soon as practicable. Typically, this is within one or two working days of learning of the need for leave, except in extraordinary circumstances where such notice is not feasible.
- C. Within five (5) days after the employee requests leave or after the Town learns that the leave may be for an Family Medical Leave –qualifying reasons, the Town will provide written notice stating whether the employee is eligible for Family Medical Leave, and if not eligible, provide at least one reason why, along with notice of the employee's rights and responsibilities.
- D. If the Town had not been made aware that an employee was absent for Family Medical Leave reasons and the employee wants the absence counted as family or medical leave, the employee must give notice within two business days of his/her return to work that the leave was taken for a Family Medical Leave-qualifying reason.

VIII. Paperwork and Timelines

- A. All FMLA leave, including intermittent leave, must be documented on the "Family and Medical Leave Request" form and will be charged against the employee's entitlement.
- B. In addition to a completed "Family and Medical Leave Request" form, an employee requesting leave for medically related reasons must also provide medical certification by submitting a completed "Certification of Health Care Provider" form when requested to do so by the Town of Northlake.
 - 1. If the Town has reason to doubt the validity of a medical certification provided by an employee's health care provider, the Town may require the employee to obtain a second opinion at the Town's expense from a health care provider chosen by the Town. If the first and second opinions differ, a third opinion from a health care provider chosen jointly by the Town and the employee may be requested at the Town's expense. The third opinion is final and binding.
 - 2. The Town may request re-certification during an employee's approved Family Medical Leave, although such re-certification will not be more often than every thirty (30) days.
- C. All necessary paperwork must be completed and returned to Human Resources within fifteen (15) calendar days of the employee receiving the paperwork. If an employee fails to provide medical certification in a timely manner, the Town may deny the leave request until certification is submitted.



- D. During approved Family Medical Leave, the Town may require an employee to periodically report to his/her supervisor about the employee's status and intent to return to work, but no more often than every thirty days.

IX. Return to Work

- A. If an employee is out due to their own serious health condition, he/she must provide a "Return-to-Duty Certification" completed by the employee's health care provider at the time the employee returns to work. If an employee fails to provide return-to-duty certification, the Town may deny job restoration until the certification is submitted.
- B. When the employee returns to work the employee will return to an equivalent position with equivalent benefits, pay and other terms and conditions of employment, in accordance with FMLA regulations.

X. "Key Employee" Exemptions

- A. A "key employee" is a salaried employee (exempt from the minimum wage and overtime requirements of the Federal Labor Standards Act as an executive, administrative or professional employee) who is among the highest paid 10 percent of all the Town of Northlake's employees. The determination whether an employee is among the highest paid 10 percent of the Town's employees is determined from the time the employee first gives notice of the need for leave.
- B. Where restoration of a key employee to his/her position at the end of his/her leave will cause substantial and grievous economic injury to the Town's operations, the Town may refuse to reinstate a key employee.
- C. In the event that restoration of a key employee would cause the Town substantial and grievous economic injury to the Town's operations, the employee will be notified in writing of his/her status as a key employee, the reasons for denying job restoration and will further be provided a reasonable opportunity to return to work after so notifying the employee. The Town of Northlake shall determine in its sole discretion, what constitutes substantial and grievous economic injury to its operations. Department of Labor regulations governing the FMLA are available for review from Human Resources. Employees who fraudulently misrepresent themselves and/or circumstances regarding this policy will be subject to disciplinary action.

A.7 Genetic Information Nondiscrimination Act of 2008 (GINA)

The Genetic Information Nondiscrimination Act (known as GINA) effective November 21, 2009, prohibits employers from discriminating in employment practices and health care coverage based on genetic testing information against job applicants, current and former employees, labor union members, and apprentices and trainees based on their genetic information.



In particular, GINA imposes the following restrictions: prohibits the use of genetic information in making employment decisions; restricts the acquisition of genetic information by employers and others; imposes strict confidentiality requirements; and prohibits retaliation against individuals who oppose actions made unlawful by GINA or who participate in proceedings to vindicate rights under the law or aid others in doing so.

A.8 Immigration Reform and Control Act of 1986

The Immigration Reform and Control Act of 1988 makes it unlawful to knowingly hire, recruit, refer for a fee, or continue to employ any alien not authorized to work in the United States. The Act also prohibits an employer's use of contract, day labor, or subcontracting arrangements designed to circumvent the law and hence, the technical act of knowingly obtaining the services of an unauthorized alien. Criminal and civil sanctions may be imposed on the employer for non-compliance of the Act. Any employees violating this section may be subject to disciplinary action up to and including termination.

Human Resources maintains I-9 information on all new employees in compliance with this Act.

A.9 Life-Threatening Illnesses

The Town recognizes that employees with life-threatening illnesses desire to lead normal lives, which includes working for as long as their health permits. Employees are encouraged to continue working as long as they are able to perform the essential functions of their jobs safely and satisfactorily.

Employees with life-threatening illnesses are entitled to the same employment benefits, as are other workers in organizations who have medical issues. It is the responsibility of the employee to provide medical documentation to Human Resources if he/she needs reasonable accommodations to perform the essential functions of his/her job. Refusal to work with an employee or to provide services to anyone who has been diagnosed as having a life-threatening illness shall be cause for disciplinary action. Employees will not be granted transfer requests inconsistent with other transfer policy requirements simply because of the presence of a person(s) with a life-threatening illness.

At all times, the Town retains the right to require a "fit for duty" determination by a qualified health provider.

A.10 Preventive Immunizations

To the extent required by law, any employee of the Town who is exposed or subject to exposure, during the course of performing official duties, to certain contagious diseases shall have all expenses paid for by the Town or the Town's insurance plan for the immunizations, prevention of, or for reasonable medical expenses in treatment of the disease if:

- The disease is not an "ordinary disease of life" as that term is used by the Texas Workforce Commission; and



- The exposure or possible exposure to the disease occurs or may occur during the performance of assigned job tasks.

Any police officer or other employee who responds to emergency medical calls is also entitled to vaccination or preventive immunizations for the members of his or her immediate family living within the same household.

For the purpose of this policy, “immediate family” shall include any person who is residing in the household of the employee at the time of the employee’s exposure to the disease during the course of his or her official duties.

The Town shall pay for the expense of all preventive immunizations or vaccinations for employees and reimburse the employee any remuneration in excess of the amounts reimbursed by his or her medical insurance for the immunizations or prevention of the disease for immediate family members.

A.11 Sexual and Other Unlawful Harassment

It is the policy of the Town of Northlake to prohibit any form of sexual, racial, ethnic, disability, age, and religious harassment of municipal employees or applicants. The Town of Northlake recognizes that sexual, racial, ethnic and religious harassment is a violation of federal and state laws. The Town maintains a strict policy that harassment, whether sexual, racial, ethnic, or religious in nature, or directed toward one's age or disability status, in the workplace or after hours outside the workplace, is not acceptable and will not be tolerated. All employees, including managers, supervisors, and representatives of the Town, are expected to refrain from exhibiting any unwelcome behavior or displaying conduct toward any other employee which could be interpreted as harassment.

DEFINITIONS:

The definitions listed below are in accordance with the guidelines adopted by the Equal Employment Opportunity Commission.

I. Sexual Harassment - Unwelcome sexual advances, requests for sexual favors, and other verbal (slurs, jokes) or physical conduct of a sexual nature constitute sexual harassment when:

- A. Submission to such conduct is made either explicitly or implicitly a term or condition of employment; or
 - B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or
 - C. Such conduct has the purpose or effect of interfering with an individual's performance or creating an intimidating, hostile, or offensive working environment.
- Examples include:

1. Unwelcome sex-oriented verbal "kidding;"
2. Unwelcome teasing or jokes;
3. Subtle pressure for sexual activity;



4. Physical contact such as patting, pinching or constant brushing against another's body; or
5. Demands for sexual favors.

II. Ethnic/Racial Harassment - Ethnic or racial slurs or jokes, and other verbal or physical conduct relating to an individual's national origin or race, constitute harassment when this conduct:

- A. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- B. Has the purpose or effect of interfering with an individual's work performance.

III. Religious Harassment - Religious slurs or jokes, and other verbal or physical conduct relating to an individual's religious beliefs, constitute harassment when the conduct:

- A. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- B. Has the purpose or effect of interfering with an individual's work performance.

IV. Disability Harassment

Slurs or jokes, or physical conduct directed towards an individual's disability status, may constitute harassment when the conduct:

- A. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- B. Has the purpose or effect of interfering with an individual's work performance.

NOTE: Disability means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such individual, as such term is defined in the Americans with Disabilities Act, 42 USC 12102 and outlined in the Town policy.

V. Age Harassment - Slurs or jokes, and other verbal, non-verbal, or physical conduct directed toward an individual's age status, may constitute harassment when the conduct:

- A. Has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- B. Has the purpose or effect of interfering with an individual's work performance.

An individual's intentions and motives are not the decisive factors in considering alleged harassment behavior. The effect of one employee's behavior upon another employee is the decisive factor. If an individual's behavior is considered to be offensive by another individual or if it has an intimidating effect upon another individual, sexual, racial, ethnic, or religious harassment or harassment towards one's age or disability may be present.



Specific Examples For purposes of clarification, harassment includes but is not limited to the following behaviors:

I. Verbal Harassment - Epithets, derogatory comments, slurs, propositioning, or otherwise offensive words or comments on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sex or age, whether made in general, directed to an individual, or to a group of people regardless of whether the behavior was intended to harass. This includes but is not limited to inappropriate sexually oriented comments on appearance, including dress or physical features, sexual rumors, code words, and race-oriented stories.

II. Physical Harassment - Assault, impeding or blocking movement, leering, or the physical interference with normal work, privacy or movement when directed at an individual on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sex or age. This includes pinching, patting, grabbing, inappropriate behavior in or near bathrooms, sleeping facilities and eating areas, or making explicit or implied threats or promises in return for submission to physical acts.

III. Visual Forms of Harassment Derogatory, prejudicial, stereotypical or otherwise offensive posters, photographs, cartoons, notes, bulletins, drawings or pictures on the basis of race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, pregnancy, sex, or age. This applies to both written and digital material.

IV. Sexual Harassment Any act that is sexual in nature, is used to treat someone differently because of gender, is made explicitly or implicitly a term or condition of employment, is used as the basis of an employment decision, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile, or offensive work environment.

ADMINISTRATIVE PROCEDURES:

I. Each supervisor is responsible for maintaining their workplace free of sexual, racial, ethnic, and religious harassment or harassment directed toward one's disability or age status. This duty includes discussing and enforcing this policy and procedure with all employees and assuring them that they are not required to endure insulting, degrading, or exploitative treatment.

II. Individuals who experience harassment shall make it clear that such behavior is offensive to them. Any employee who feels that he or she has been the victim of sexual, racial, ethnic, or religious harassment or harassment relating to his or her disability or age should immediately report the facts of the incident or incidents and the names of the individuals involved to his or her immediate supervisor. Should the immediate supervisor be the offending party, the employee must report the alleged act to the next level of management and the Town Manager or designee. In situations where the employee is not comfortable reporting the allegation to his/her immediate supervisor or the next level of management, he/she has the option to report only to the Town Manager or designee. The Town Manager and the manager/supervisor are mutually responsible for notifying each other when an allegation is reported. If the harasser is



the Town Manager, the individual shall report the harassment to the Town Mayor or Council Members.

III. All allegations of harassment observed by or reported to a supervisor must be investigated immediately by the Town Manager or designee. All findings, decisions, and recommendations will be made on an individual basis considering the record as a whole on the totality of the circumstances, such as the nature of the behavior and the context in which the alleged incidents occurred. If harassment is found to exist, appropriate management and supervisory personnel shall take prompt corrective action.

Anytime that harassment becomes an issue of an alleged act of assault, the investigation must be coordinated with the Town of Northlake Police Department.

IV. Appropriate disciplinary action will be taken when the findings warrant such action. Such disciplinary action should be determined by the nature of the wrongful act or acts and may result in immediate dismissal.

V. Disclosure of any investigation conducted under this policy shall be made only to those Town employees and others with a right to know.

VI. There shall be no action taken against an employee for making a report of harassment unless the report is proven to be made in malice. Any harassment charges reported out of malice shall result in disciplinary action up to and including termination.

VII. The Town encourages employees to report any alleged infraction without fear of retaliation. The Town of Northlake supports the State of Texas Retaliation Act, which protects a public employee who reports an alleged violation of the law.

A.12 Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA)

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA, 38 U.S.C. § 4301 – 4335) is a federal law intended to ensure that persons who serve or have served in the Armed Forces, Reserves, National Guard or other “uniformed services:” (1) are not disadvantaged in their civilian careers because of their service; (2) are promptly reemployed in their civilian jobs upon their return from duty; and (3) are not discriminated against in employment based on past, present, or future military service. The federal government is to be a “model employer” under USERRA. “*Uniformed services*” includes the Armed Forces; the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty; the commissioned corps of the Public Health Service; and any other category of persons designated by the President in time of war or national emergency.

It is the policy of the Town of Northlake to comply with the Federal and State laws in regard to military service members. The Town will provide authorized benefits and leaves of absence to all regular full-time employees who participate in the United States Armed Forces, State Military Forces or National Guards tour of military in compliance with the related laws and regulations.



ADMINISTRATIVE PROCEDURES

Annual Short-term Military Service Leave: Annual short-term tours of duty are defined as military service not exceeding 15 calendar days per year.

1. All participating employees must submit written requests for the specified duration of the leave to their immediate supervisor within 72-hours after the employee requests/volunteers for annual military duty or upon receipt of orders, whichever occurs first. The written notification shall be included in the employee's personnel file as a matter of record and specify that return to full employment status without loss of seniority is afforded by Article 1269M, V.A.C.S.
2. Approval of the military leave will guarantee the employee's normal gross salary for the pay period in which the absence occurs, up to 15 days. If military leave extends beyond 15 days, the employee must submit a separate request for vacation leave for the military leave to be paid leave.
3. An employee will continue to accrue benefits during the approved military leave with pay the same as all other employees. The employee, however, will not accrue benefits during approved Military leave without pay.
4. All employees participating in weekend military drills must specify the dates when weekend drills occur and what type of leave the employee desires to utilize.
5. The conditions of the preceding paragraphs will be applied as required by applicable state and federal laws.

Administrative Procedures for Extended Military Service Leave: Extended military service tours of duty are defined as any military tours which will require an employee to be absent from work longer than the 15 days.

Obligations of the Town to authorize a Military Leave of Absence, to hold a position open for a military service participant, to accrue benefits, to pay salary for time absent from a position will be handled in accordance with USERRA.

Military Leave Entitlements:

1. Any employee who is a member of the National Guard or official militia of the State of Texas or is a member of a reserve component of the United States Armed Forces or Merchant Marines will be eligible for a leave of absence from his/her duties in accordance with the following rules:
 - i. The employee called for such training will be absent without loss of time, efficiency rating, accrued vacation time, seniority, or longevity currently accrued, or any other benefit provided by these rules;



- ii. Military leave will be authorized by the Town Manager upon the employee receiving notice to report to duty;
 - iii. The employee shall forward a copy of the official military notice as soon as it is received to Human Resources to be filed in his/her personnel file.
 - iv. Employees called for military service shall be granted military leave during such service and shall retain any and all pay benefits received from the military during this period.
 - b. Employees on military leave without pay will not accrue benefits, other than health coverage (sick leave, vacation, holidays,) until returned to regular duty.
2. Health coverage shall continue to be provided for the employee and the employee's family. The Town shall continue to pay the employee's coverage and whatever portion of dependent coverage the Town pays toward all other Town employee dependents for up to six (6) months. The employee's portion shall continue to be deducted from his/her paycheck, or the employee or his/her spouse shall submit payment on a monthly basis.
3. Should the employee remain absent after six (6) months, the Town of Northlake shall terminate medical and dental coverage and provide the opportunity to purchase medical and dental coverage under COBRA regulations, which is 102% of medical and dental rates.
4. **Departure Procedures:** When a reservist is called to duty, the reservist must supply the department with military orders. Those orders shall be forwarded to the Town Manager.
5. **Reemployment Rights:** Employee Obligations - Upon return to the Town from military leave the employee shall notify the Town of his/her return and report to duty within the time frame allowed by USERRA.

An employee who leaves a position with the Town for active military service has a qualified right to reemployment in accordance with state and federal law.

A.13 Violence Prevention and Weapons Ban in the Workplace

The Town of Northlake strives to provide a safe and secure working environment for its employees. This policy is designed to help prevent incidents of violence from occurring in the workplace and to provide for the appropriate response when and if such incidents do occur.

Zero Tolerance: Harassment, intimidation, threats, threatening behavior, violent behavior or acts of violence between employees or such action between an employee and another person that arises from or is in any manner connected to the employee's employment with the Town, whether the conduct occurs on duty or off duty, is prohibited.

Town's Response to Threats or Acts of Violence: The Town will attempt to respond appropriately to any person who threatens use of force or violence or threatens an unlawful act, exhibits threatening behavior, or engages in violent acts. The Town's response will normally be



coordinated by the Town Manager, and where applicable, the Town's Police Department or other appropriate law enforcement agency. The Town Manager will evaluate the severity of the situation and the need for additional resources (e.g., law enforcement, Emergency Medical Services) to minimize risk and further violence, and will work with the appropriate department head(s) in an effort to ensure that appropriate administrative actions are taken. If such conduct occurs on Town property, the offending person will typically be removed from the premises pending the outcome of an investigation. The Town may also suspend and /or terminate the employment relationship, reassign job duties, mandate counseling with a psychologist or other mental healthcare provider of the Town's choosing, initiate criminal prosecution of the person or persons involved, and/or other actions as determined by the Town to be appropriate under the circumstances.

No existing Town policy, practice, or procedure will be interpreted to prohibit decisions designed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing.

All Weapons Banned: Unless specifically authorized by the Town Manager, no employee, other than a Town licensed peace officer, shall carry or possess a firearm or other weapon within any building or structure that is the property of the Town. Any employee may have a firearm secured in their personal vehicle while on duty but cannot possess a firearm on their person or in a Town vehicle while on duty. The Town prohibits employees from carrying or using any weapons, concealed or otherwise, on Town premises. Employees are also prohibited from carrying a weapon while on duty or at any time while engaging in Town-related business. Prohibited weapons are those weapons defined in Texas Penal Code 46.05 – Prohibited Weapons.

Mandatory Reporting: Each Town employee must immediately notify his/her supervisor, Department director, the Town Manager and /or the Police Department of any act of violence or of any threat involving a Town employee that the employee has witnessed, received, or has been told that another person has witnessed or received. Even without an actual threat, each Town employee must also report any behavior that the employee regards as threatening or violent when that behavior is job-related or might be carried out on Town property, a Town-controlled site or Town job site, or when that behavior is in any manner connected to Town employment or activity. Each employee is responsible for making this report regardless of the relationship between the individual who initiated the threat or threatening behavior and the person or persons threatened or the target of the threatening behavior. A supervisor who is made aware of such a threat or other conduct must immediately notify his/her department head and the Town Manager.

Protective Orders: Employees who apply for or obtain a protective or restraining order which lists Town locations as being protected areas must immediately provide to the **Town Manager and the Town's Police Department a copy of the petition and** declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order which is made permanent. Town employees must immediately advise their **department head** and the **Town Manager** of any protective or restraining order issued against them.



Confidentiality: To the extent possible, while accomplishing the purposes of this policy, the Town will respect the privacy of reporting employees and will treat information and reports confidentially. Such information will be released or distributed only to appropriate law enforcement personnel, Town management, and others on a need-to-know basis and as may otherwise be required by law.

Town Property: For purposes of this policy, Town property includes but is not limited to owned or leased vehicles, buildings and facilities, entrances, exits, break areas, parking lots and surrounding areas, recreation centers, swimming pools, and parks.

Documentation: When appropriate, threats and incidents of violence will be documented. Documentation will be maintained by the Town Manager and/or the Police Department.

Policy Violations: Violations of this policy may lead to disciplinary action, up to and including termination of employment. Policy violations may also result in arrest and prosecution.



Appendix B

Travel and Training



APPENDIX B Travel and Training

- B.1 General Information**
- B.2 Travel/Training Authorization Form**
- B.3 Administration**



B.1 General Information

The Town of Northlake encourages employees to attend training and development opportunities that enhance individual growth and development and prepare employees for increased responsibility.

Department Heads will approve or deny travel and training requests on a case-by-case basis, considering budgetary constraints and the likely benefit to the Town and the employee. Employees are not entitled to Town-funded travel and training, and should make every effort submit requests in advance and with supporting information in order to support the Department Head's decision making process.

B.2 Travel/Training Authorization Form

Employees will request travel and training support from the Town using the Travel/Training Authorization Form.

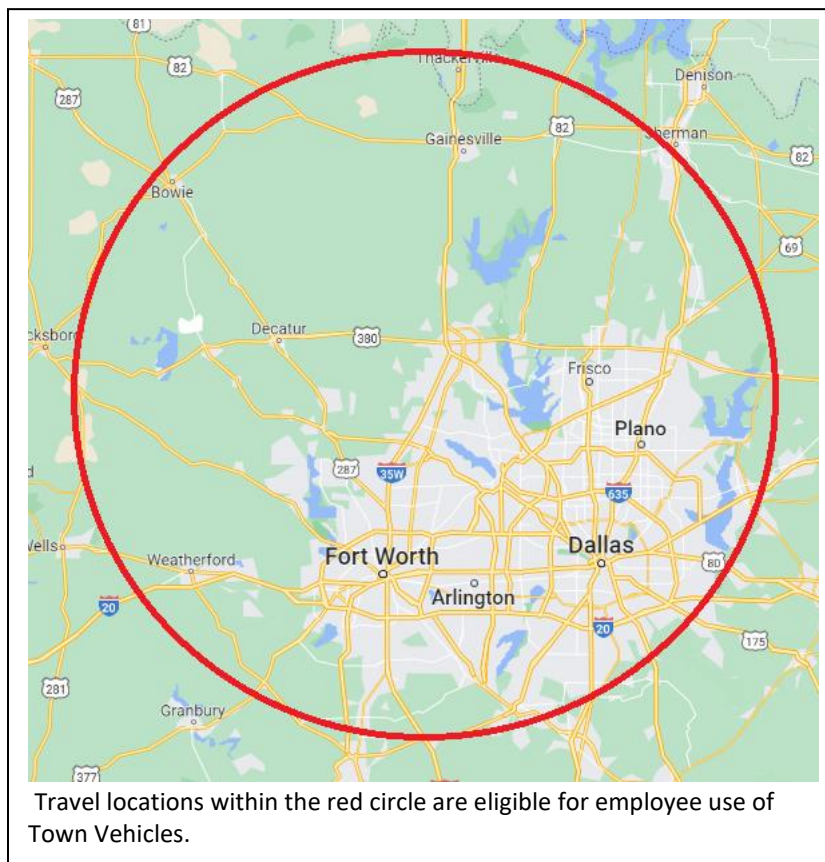
- Employees will submit the form to their Department Head. Department Heads will approve or deny the Travel/Training Authorization form in a timely manner.
 - Approved forms will be forwarded to Accounting for action.
 - Denied forms will be returned to the employee.
- Accounting will process approved Travel/Training Authorization Forms.
 - The approved funds will be delivered to the employee as additional income within their normally-scheduled paycheck.
 - Every effort will be made to ensure that the approved funds are delivered to the employee prior to the conduct of any travel.
- After processing, Accounting will complete the Travel/Training Authorization Form.
 - A copy will be provided to the Employee to confirm that payment is fully approved.
 - A copy will be provided to the Department Head in order to maintain awareness of remaining travel & training funds.
 - A copy will be provided to Human Resources for inclusion in the personnel file.
- Department Heads will ensure that employees attend their travel/training as authorized.
 - Employees who attempt to defraud the Town by collecting per diem payments or other funds, while not actively attending travel or training or otherwise failing to comply with the terms of their authorization, will be subject to adverse administrative action.
 - It is the responsibility of the employee to determine and faithfully represent the expected costs of travel and training. Employees who face unforeseen costs in connection with their travel/training may submit additional Travel/Training Authorization forms at any point up to 5 working days after their return. Department Heads are required to approve these requests, and will carefully consider each on a case-by-case basis.



B.3 Administration

Local Travel

- Employees attending events, seminars, classes, workshops, etc., within 50 miles of the Town of Northlake may be provided a Town vehicle to attend, if available.
 - Department Heads will ensure that employees maintain Town vehicles in good condition and that they operate Town vehicles in a manner that positively represents the Town.
 - A fuel card is assigned to each Town vehicle. Employees will not use personal funds to refuel Town vehicles.



- Employees travelling locally are not entitled to Meals and Incidental Expenses payments.
- If no vehicle is available, employees using their own vehicle will be eligible to receive a mileage allowance at a rate in accordance with the Internal Revenue Service allowance. Reimbursement will be based upon actual mileage from the employee's regular place of work to their destination, or from home to destination, whichever is less.
- If an employee is required to attend training for longer than one work week, the place of training will become the employee's regularly assigned workplace. The employee will not be eligible for mileage reimbursement.



Non-Local Travel

- Airfare
 - Airfare will be paid directly to the carrier or travel agency based on coach fare.
 - All prepaid, special or discount fares will be utilized as available.
- Rental Vehicle
 - Rental costs will be paid directly to the carrier based on prevailing rates.
 - Employees will rent the least expensive vehicle available that meets their travel needs.
 - Discounts and special rates will be used whenever available.
- Personal Vehicle
 - Employees using their own vehicle will be eligible to receive a mileage allowance at a rate in accordance with the Internal Revenue Service allowance.
 - The Town will pay for parking expenses at the destination, including airport parking expenses.
 - If an employee driving a personal vehicle outside of the Town has car failure, the Town will pay the expense of towing the vehicle to the nearest garage. The employee must pay for the repairs.
 - Travel beyond 300 miles:
 - When an employee has approval to use his or her personal car on a trip and the destination is more than 300 miles from the point of departure, the Town will not reimburse the employee for any expenses (such as lodging and meals) which, in transit, exceed the cost of regular round-trip air coach.
 - Any travel time that is greater than the time required to travel by scheduled airlines will be considered vacation time. Normal travel will not exceed one day.
- Hotel
 - The Town will pay for a single room.
 - If an employee stays in a room with another person, the employee must adjust the bill to show the difference in cost.
 - Room rental will be based on the actual cost of the room, plus tax and parking. Direct payment or billing from the hotel is preferred.
- Meals and Incidental Expenses (M&IE)
 - Employees travelling non-locally are entitled to M&IE payments.
 - M&IE rates are established by the Internal Revenue Service and can be found online.
 - M&IE rates vary by travel destination. Department Heads will ensure that employees provide evidence of the appropriate M&IE rate prior to authorizing travel.



Appendix C

Software, Hardware, & Information Security



APPENDIX C SOFTWARE, HARDWARE, & INFORMATION SECURITY

- C.1 Purpose
- C.2 Definitions
- C.3 Town Commitment
- C.4 Security
- C.5 General Responsibilities
- C.6 Email
- C.7 Internet
- C.8 Hardware
- C.9 Software
- C.10 Purchasing Software and Hardware



C.1 Purpose

The purpose of the Software, Hardware, & Information Security policy is to:

1. To provide for the standardization and compatibility of computer systems for Town use;
2. To protect the integrity of all Town data;
3. To provide guidelines for the security and use of Town computers and Data; and
4. To provide guidelines governing the functions of Management Information Systems (MIS).

C.2 Definitions

1. **Information Technology:** All facilities, network and telecommunications technology, hardware, software, data and written procedures used to house, access, manipulate, transmit or report Town information. This includes employee, citizen, financial, and business data. Information technology includes all electronic devices used to capture, store, process and/or transmit data. This includes voice, facsimile, text, waveform or images.
2. **Network:** The sum total of all computers and software owned, leased or otherwise under the control of the Town, whether interconnected or not, by cables, telephone lines or other communication links.
3. **Software:** Computer programs, routines and associated documentation essential to the operation and maintenance of computers.
4. **Hardware:** Hardware is the physical, touchable, material parts of a computer or other electronic system.
5. **User:** An employee, entity or affiliate of the Town having authorized information access privileges is considered to be a user of the Town computer system.
6. **Virus:** A software program that is designed for the purpose of disrupting the normal operation of a computer or its software code and data.
7. **MIS (Management Information Systems):** Systems that supply periodic, predefined reports to assist in managerial decision making.

C.3 Town Commitment

1. The Town is committed to following a plan that will insure the standardization and compatibility of software, hardware, and data used for Town business. By providing a consistent level of access and tools to Town personnel, the Town is able to improve communication and, in most cases, speed workflow.
2. The Town is committed to protecting the integrity of the data it generates within its computer environment from virus attacks, data corruption, system hacking by unauthorized persons, and from large unexpected disasters. Such disruptions can not only lead to the loss of valuable data, but also to an increase in workload for Town personnel.
3. The Town is further committed to providing guidelines for the use of Town computers and data to insure that each is being used for the betterment of the Town.
4. The Town is also committed to protecting all software copyrights and to adhere to all software license agreements to which the Town is a party. It is important to quantify to



Town personnel what is and is not considered the appropriate use of allocated equipment, system access, data, etc.

5. Finally, the Town is committed to providing specific guidelines governing the functions of MIS to insure the integrity of all data and to preserve the legal privacy of information regarding employees, citizens and business affairs in accordance with existing laws and other Town policies.
6. All data and information contained within the computer network or on Town equipment is subject to the Texas Public Information Act, and may be accessible to the public under that Act upon request.

C.4 Security

1. Access to information systems within the Town requires the use of an individual user name and password. The user name shall be assigned and recorded by the MIS administrator while the user sets the password. All passwords shall be supplied to each respective department head.
2. Specific access to information is the responsibility of the individual user's department head. Access to sensitive data will be granted by approval only.
3. The user will maintain the privacy of his/her password and assumes all responsibility for any access obtained under that password. Disclosure (other than to the MIS administrator and department head) may be considered a violation of this policy.
4. Any access to data by any method other than that which is authorized by a user's password is strictly prohibited.
5. The Town Manager or department head may at any time conduct an audit of a user's access privileges. The Town Manager or department head reserves the right to suspend a user's access if he/she is in violation of any security policy. This access will be discussed and restored only with the approval of the user's department head.
6. It is the responsibility of the department head to inform the Town Secretary/MIS administrator of terminated personnel within two (2) days following the termination. This should be done in writing or via e-mail. In special circumstances, privileges may need to be revoked prior to a person's departure. In this case, a written notice from the user's department head will also be required.
7. Consultants may gain isolated access to the Town network only after consultation with the Town Secretary and only after the access has been approved by the Town Manager.
8. All sensitive and/or confidential information shall be stored where access privileges are set. This will also allow the Town Secretary/MIS Administrator to maintain a secure backup of critical data.
9. No data shall be released without following the Town's Public Information Policy and/or the Texas Public Information Act, or other applicable law.

C.5 General Responsibilities

1. Department heads. Department heads are responsible for the promotion and support of good information security practices to ensure that all current policies and procedures are observed within their respective areas of authority.
2. Users. It is the responsibility of the user to protect the information in his/her custody from accidental or intentional misuse, disclosure, modification or destruction. It also



the responsibility of the user to ensure that the use of electronic and telephonic communications systems and business equipment is consistent with the Town's legitimate business interests. In addition, the user is also accountable to report any violation of this policy to the Town Secretary or Town Manager.

3. MIS administrator. The MIS administrator is responsible for developing and recommending standards, procedures, policies, and guidelines to management for the purpose of meeting the needs of data integrity, security, and the maintenance of a consistent environment.

C.6 Email

1. E-mail used throughout the Town departments is the property of the Town and is subject to the Public Information Act.
2. The Town reserves the right to retrieve and read any message composed, sent or received. Employees should use good judgment and make reasonable efforts to utilize appropriate etiquette in the composition of E-mail messages.
3. E-mail may not have content that may reasonably be considered offensive to any persons. Offensive content includes, but is not limited to, sexual comments or images, or any comments that would offend someone on the basis of race, age, sex, sexual orientation, religion, political beliefs, national origin, or disability.
4. The authority and consent to view an employee's E-mail messages must come from the user's department head or the Town Manager.

C.7 Internet

1. Internet access is provided by the Town and shall be used for official Town business only during regular scheduled work hours. Internet access during employee breaks, lunch hours and before or after work may be used at the employee's work station in accordance with this policy.
2. Internet access shall not be used for financial gain, or for any commercial, illegal or illicit activity. Use of the internet to perform a specific job and/or enhance effectiveness is permitted.
3. The transmission or knowing reception of vulgar, profane, pornographic, racially or gender insensitive material is strictly prohibited. Department heads are responsible for ensuring all employees using multiple-user accounts follow this policy. Users shall not reveal their password(s) to unauthorized personnel or otherwise breach security of the Town Internet accounts. Any violation of Town Policy, Penal Code, or Civil Statute may subject the employee to immediate disciplinary action, up to and including termination of employment.
 - a. Police employees conducting criminal investigations will follow internal procedures regarding the access and storage of materials otherwise prohibited by this policy.
4. The Town Secretary shall maintain a directory of all Town Internet accounts which shall include the Internet provider, account number, and department head to which the account(s) is assigned. Passwords for each account shall be recorded and maintained by each department head.



5. Users of Town-provided Internet accounts should not assume any level of anonymity. Outside users wishing to identify users associated with the Town can do so easily.
6. Users shall virus scan all files downloaded from the Internet. Deliberate attempts to degrade or disrupt system performance on any computer system shall be subject to disciplinary action or termination.
7. Users shall not copy commercial software in violation of copyright law consent.
8. Electronic mail is considered to be a public record and may be subject to public disclosure in accordance with applicable law.

C.8 Hardware

1. Town computer equipment shall not be relocated from its assigned station without the prior knowledge of the Town Secretary and approval of the department head.
2. Unauthorized opening of the computer case; the addition of new hardware; the removal of hardware; or the otherwise modification of the computer hardware components is prohibited except where deemed appropriate by the department head.
3. Hardware upgrades shall be recommended by each respective department head as needed. The MIS administrator may also be consulted by the department heads and users as an appropriate upgrade path for existing hardware.

C.9 Software

1. Town employees may not duplicate or install any licensed or unlicensed software or related documentation purchased by the Town or by other parties unless the Town has established a written agreement with the software licensor or has purchased valid licenses.
2. Intentional and willful unauthorized duplication of software may subject employees and/or the Town to both civil and/or criminal penalties under the United States Copyright Act.
3. Intentional and willful unauthorized duplication of software shall be considered an act of serious misconduct subjecting the employee to disciplinary action.
4. Town employees may not give software to any persons outside the Town (i.e. clients, contractors, and customers). Employees shall use Town software on the Town's computer systems or approved personal computers only. The software remains the property of the Town.
5. Town employees may not use Town equipment and/or software during or after Town hours to conduct business which is other than that of Town business. The computer systems at the Town are considered Town assets and should be used only for conducting Town business.
6. Only licensed software may be used on Town computer systems. It is the policy of the Town to purchase and register all applicable licenses for all software being used on Town computers. This includes shareware and freeware. If a system has shareware software installed on it, there should be a registered license on file in the MIS (Management Information System) library of software maintained by the MIS administrator. There shall be no exceptions to this rule. In some cases, license agreements allow for employees to use another copy of the same licensed software at home. In this case, use of Town software at home will be evaluated on a case-by-case



basis by the Department head. Once Town software is installed on a home PC, the employee remains subject to the policies of the Town concerning its use, distribution, etc.

7. Software used at home will require the approval of the department head and the MIS administrator. In addition, department heads may wish to purchase additional licenses of software for employee use at home. This will also be evaluated on a case-by-case basis.
8. The MIS administrator will maintain a register of all Town software. The MIS administrator will keep a library of software media, software licenses, and any documentation. The Town Secretary/MIS Administrator or designee shall maintain a record of the location of each installation, the name of the user and/or workstation in which the software resides, the existence and locations of backup copies, and the software product's serial number.
9. Approved Town software will be installed by each respective department head or a representative thereof once all licensing issues have been validated. Upgrades to software will be recommended by the respective department head as needed.
10. Games (i.e. Solitaire, Mine Sweeper) other than those designed to aid in instruction shall be considered an inappropriate use of Town equipment and resources.

C.10 Purchasing Software and Hardware

All hardware and software purchases should be coordinated through the Town Secretary with prior approval from the Town Manager. The department head will be responsible for ensuring that all software is registered with the Town Secretary/MIS administrator within five (5) working days from the date of purchase. Each department head is tasked with the research of appropriate software and hardware request. Each request shall be accompanied with written justification of need, software and hardware description, and respective vendors and prices. All purchases shall follow established Town purchasing procedures.



Appendix D

Social Media Policy



APPENDIX D FEDERAL AND STATE LAWS

- D.1 Overview
- D.2 Oversight of Websites
- D.3 Departmental Websites
- D.4 Guidelines for Online Comments
- D.5 Comment Violations
- D.6 Social Media Sites



D.1 Overview

1. This policy governs the use of Town of Northlake social media by Northlake employees.
2. Town of Northlake social media sites shall be created; administered and maintained by the Town Manager or designee to meet the following purposes:
 - a. To provide Northlake residents, businesses and visitors with information about town activities, events and other important issues.
 - b. To promote Northlake to those in and outside the community.
3. The following rules apply to all employees when using official Town of Northlake social media sites:
 - a. Only authorized Town employees are permitted to add posts to Town social media sites.
 - b. All town-related communication should remain professional in nature and be conducted in accordance with the Town's policies, practices and expectations. Inappropriate use of social media can be grounds for disciplinary action.
 - c. Social media use on Town of Northlake sites is only for business communication and for the purpose of fulfilling job duties in accordance with town goals and objectives. It is not for personal use.
 - d. Staff may not use their personal social media account to post official comments,
 - e. Posts should provide sufficient information to describe the news event, topic, event or program being discussed, Whenever possible, content posts shall link or otherwise refer visitors to the town's official website at www.town.northlake.tx.us
 - f. The Town's separate Social Media Terms of Use is to be posted, linked or referred to on all town social media outlets when possible. Town of Northlake employees are to be held to the terms of that policy at all times.
 - g. Any posting is subject to removal at any time.
 - h. Employees should be aware of the terms of Service (TOS) of the particular social media outlet being used. Any employee using a form of social media on behalf of the Town of Northlake should consult the most current TOS in order to avoid violations.

D.2 Oversight of Social Media Sites

The Town Manager or designee will oversee all social media applications, including:

1. Authorization of sites
2. Content of sites, in adherence to town policies
3. Requests for separate sites
4. Maintaining a list of social media domains, account logins and passwords
5. Changing passwords and/or administrator settings if an employee is removed from social media duties or the organization



D.3 Departmental Social Media Sites

1. Under certain circumstances, a Town department may wish to create and maintain a separate, department-specific social media site. Departments wishing to create separate social media sites must provide specific justification, and receive approval from the Town Manager, who will designate authorized personnel to work with the department to create the site.
2. Once approved, the department head will appoint an individual to assist in posting and monitoring content, who will receive training regarding social media management. The Town Manager or designee will review individual department sites from time to time, and sites that do not meet the Town's intended goals and objectives may be removed.
 - a. Staff members are not allowed to change the password of departmental social media profiles
 - b. Unless an exception is granted by the Town Manager, departmental social media profiles are not allowed to follow or friend individuals or organizations except as follows:
 - i. Government agencies
 - ii. Nonprofit organizations within the Town of Northlake town limits

D.4 Guidelines for Online Comments

1. Some social media sites allow the public to post comments to sites maintained by the town. Due to concern with regard to Open Meetings Act rules, the Town of Northlake recommends that elected officials not comment on official Town social media sites. Individuals should be encouraged to attend Town Council meetings or contact Council members directly through Town email found on the town website.
2. Other posted information and comments from the public must comply with the following regulations or face removal by the administrator/moderator:
 - a. Comments must be civil and may not contain libelous, malicious, offensive, threatening, profane or insulting language, symbols, videos or images.
 - b. Content that promotes, fosters or perpetuates discrimination on the basis of race, ethnicity, religion, age, gender, marital or financial status, physical or mental disability, or sexual orientation will not be permitted.
 - c. Advertising or promotional announcements will not be permitted.
 - d. Comments cannot include personally identifiable information, such as Social Security number or other sensitive information.
 - e. Comments of a sexual nature or links to sexual content will not be permitted.
 - f. Comments must not breach any law, confidentiality or copyright.
 - g. Comments cannot serve electoral campaign purposes. Political messages will not be published except for announcements of town elections or voter encouragement campaigns.
 - h. Comments encouraging illegal activity will not be permitted.
 - i. Chat functions in any social media site shall not be used.
3. Participants are responsible for what they post. Anyone posting comments contrary to these terms may be prohibited from future participation. Under the Texas Public Information Act, all electronic messages received by the Town of Northlake become



Town record and may be retained and subject to disclosure to the public under the provisions of that statute.

D.5 Comment Violations

1. If a comment does not adhere to the Town's social media policy, the Town Manager or designee, as necessary, may review the comment and discuss the possible policy violation. Staff members designated by the Town Manager and trained on social media are primarily responsible for monitoring comments.
2. Both the designated staff member and Town Manager will have to agree that the comment violates the policy before the comment can be removed. If a consensus on the comment cannot be reached and if either party believes the comment violates the Town of Northlake Social Media Terms of Use, the Town Manager will have the final opinion.

D.6 Social Media Sites

1. Facebook
 - a. Photographs and posts profiles and of facilities, activities and events will be maintained and monitored by the designated staff member.
 - b. Tagging of photos by the Town will not be allowed. Photo subjects will be allowed to tag themselves.
 - c. The Town of Northlake Facebook page will be managed by the Town Manager and authorized designee only.
2. Instagram
 - a. Photographs for profiles and of facilities, activities and events will be maintained and monitored by the designated staff member.
 - b. Tagging of photos by the Town will not be allowed. Photo subjects will be allowed to tag themselves.
 - c. The Town of Northlake Instagram page will be managed by the Town of Manager and authorized designee only.
3. Other
 - a. Department-specific accounts for other social media outlets will be approved on a case-by-case basis by the Town Manager.
 - b. These sites will be primarily managed by authorized department staff and will be reviewed by the Town Manager or designee from time to time. Sites that do not meet the town's intended goals and objectives may be removed.



Appendix E

Drug & Alcohol Policy



APPENDIX E Drug & Alcohol Policy

- E.1 Overview
- E.2 Definitions
- E.3 Responsibilities
- E.4 Standards of Conduct for Employees
- E.5 Enforcement
- E.6 Employee Rights
- E.7 Management / Supervisor Procedures
- E.8 Test Processing
- E.9 Investigation and Inspection of Town Facilities/Equipment



E.1 Overview

In compliance with the Drug-Free Workplace Act of 1988, It is the policy of the Town of Northlake to provide employees with a working environment that is free of the problems associated with the use and abuse of alcohol and controlled substances. The use of alcohol and controlled substances is inconsistent with the behavior expected of employees and subjects the Town to unacceptable risks of workplace accidents or other failures that would undermine the Town's ability to operate effectively and efficiently. Noncompliance with the policy set forth below will result in disciplinary action up to and including termination.

The use, sale, possession, distribution, dispensation, manufacture, or transfer of non-prescriptive controlled substances on Town property or other work sites where employees may be assigned or elsewhere during work hours is strictly prohibited. Further prohibited is the use, sale, possession, distribution, dispensation, manufacture, or transfer of controlled substances on non-working time to the extent such activity impairs an employee's ability to perform his or her job or where such use, sale, possession, distribution, manufacture, or transfer affects the reputation of the Town to the general public or threatens its integrity. Persons violating the Town policy will be subject to disciplinary action, which may include termination for a first offense.

Employees are prohibited from possessing, consuming or transporting any alcoholic beverages or other intoxicating substances on Town property at any time when conducting Town business or when performing their job duties and responsibilities, unless alcoholic beverages or other intoxicating substances are evidence in a criminal case or used in training for police officers.

Employees who are convicted of controlled substances-related violations or alcohol-related violations in the workplace under state or federal law or who plead guilty or nolo contendere to such charges must inform the Town Manager or its designated representative and department head or designated representative within five (5) days of such conviction or plea. Failure to do so will result in disciplinary action, up to termination from employment.

E.2 Definitions

1. "Alcohol" is defined as ethyl alcohol. Alcohol, as used herein, includes any beverage, mixture or preparation containing ethyl alcohol.
2. "Illegal Drugs," for purposes of this policy, include drugs which are not legally obtainable and drugs which are legally obtainable but have been obtained illegally.
3. "Detectable Levels" or "Identifiable Trace Quantities" indicates the presence of an illegal or prohibited drug or substance found in the body fluids in amounts exceeding an established cut-off level.
4. "Cut-off (Acceptable) Levels" are established by analytical methods in the laboratory to determine a quantitative level of a drug in the body. The specific cut-off level is a standard selected by the testing laboratory and approved by the Town to detect recent drug use.



5. "Town Property" or "Premises" for purposes of this policy, includes ALL property, facilities, buildings, structures, and vehicles owned, operated, leased or under control of the Town and includes the buildings, grounds, parking lots, desks, cabinets, drawers, lockers, vehicles, and equipment of the Town, or any other location where the business of the Town is being performed or carried out.
6. "Alcohol Testing" is testing for blood alcohol content by drawing or collecting a blood or serum sample suitable for laboratory analysis or testing by an intoxilyzer instrument device operated pursuant to state law.
7. "Drug" is a controlled substance, controlled substance analogue, narcotic drug or opiate as defined in Schedules I-V of the Federal Controlled Substance Act, or the Texas Controlled Substance Act, Texas Health & Safety Code, Chapter 481, if obtained or used without a valid prescription for the user or possessor. This definition includes but is not limited to marijuana, hashish, cocaine, heroin, morphine, codeine, amphetamines, barbiturates, hallucinogens and substances chemically similar to these drugs.
8. "Illegal Inhalants" is defined as (1) volatile chemicals as defined in Chapter 484 of the Texas Health and Safety Code; and (2) abusable glue or aerosol paint as defined in Chapter 485 of the Texas Health and Safety Code.
9. "Drug Test" is the collection of a urine specimen by medical personnel, laboratory analysis of that specimen by Enzyme Immunoassay (EMIT) screening, and confirmation of drug-positive EMIT tests using gas chromatography/mass spectrometry (GC/MS) methods and procedures, or other medically acceptable technology deemed appropriate by the Town of Northlake.
10. "Impaired" is an employee's diminished capacity to perform duties of the job as determined by the supervisor.
11. "Reasonable suspicion" is a suspicion based on some factual foundation derived from the surrounding circumstances as interpreted in light of past experience and knowledge.
12. "Safety Sensitive position" means a job where an employee's use of drugs or alcohol could create a threat to safety whereby the employee's ability to perform assigned duties is impaired and the performance of those duties in such mental or physical condition creates or could create a safety hazard that has caused or could cause injury or harm to the employee or other employees or citizens or damage to property.
Examples of "safety-sensitive" positions may include, but are not limited to:
 - a. positions involving the use of a vehicle as a primary duty (over 50% of time)
 - b. positions using a deadly weapon
 - c. positions with access to controlled substances
 - d. positions falling under the Department of Transportation rules and regulations
 - e. fire department personnel
 - f. water and electric utility personnel
13. "Random Testing" describes the process of testing that assures that each employee has an equal chance of being tested each time covered employees are selected for testing.



All test results and selected employee names are confidential, and records are maintained separate from employee files.

- a. The Department of Transportation (DOT) regulates the percentage of covered employees who are to be randomly tested for drugs and alcohol per calendar year.
- b. Employees in other "safety sensitive" positions (as defined in section 2.03, D, 12 of this policy) are tested at the same rate as employees falling under DOT.

E.3 Responsibilities

1. Town Responsibilities

- a. **Distribution of Drug Free Workplace Policy** - The Town of Northlake shall, in compliance with the Omnibus Drug Initiative Act of 1988, take those steps required by the Act to ensure that its workplace is drug and alcohol free. All employees shall receive a copy of the Employee Handbook and new employees shall receive the Employee Handbook during the new hire orientation process. The Drug Free policy shall be discussed during the new hire orientation. Any employee found in violation of this policy shall be disciplined and such discipline may include termination or the successful completion of a drug/alcohol rehabilitation program.
- b. **Employee Drug Education** - The Town shall establish a drug and alcohol free workplace awareness program to make employees aware of the dangers of drug and alcohol abuse and the assistance that is available to combat these problems. This program shall include an educational component designed to inform employees of the dangers of drug and alcohol abuse in the workplace. This program shall inform all employees of the Town's commitment to maintaining a drug and alcohol free workplace and provide information regarding community services to assist the employee with rehabilitation. The program will further alert employees to the penalties for, and consequences of, violating the law or this policy.

2. Employee Responsibilities

- a. **Conditions of employment:**
 - i. Abide by the terms of the Town's "Drug and Alcohol Free Workplace" Policy, as outlined in the Employee Handbook.
 - ii. Notify their supervisor or department head and Town Manager or his/her designee of any criminal drug or alcohol statute conviction for a violation (or a plea of no contest) occurring at the workplace no later than five (5) days after such conviction.
- b. **Notification of Drug Conviction:** A department head, upon receiving notification of an employee's conviction of a violation (or plea of guilty or no contest), must notify the Town Manager or its' designee immediately. The Town Manager will in turn notify the affected department head if it becomes aware of a conviction. The Town Manager must ensure that the appropriate federal funding agency, if any, is notified of the conviction within ten (10) days after the Town was notified of the conviction.



- c. **Disciplinary Action Requirement:** The Omnibus Drug Initiative Act of 1988 requires the Town to take appropriate disciplinary action within thirty (30) days after receiving notice of an employee's conviction (or a plea of guilty or no contest) of a violation of a criminal drug or alcohol statute occurring at the workplace. The disciplinary action may include termination or a requirement that the employee satisfactorily participates in and completes a drug or alcohol assistance or rehabilitation program, or both, as a condition of continued employment. The action taken will be considered on a case-by-case basis. Such decisions shall include the advice and counsel of the Town Manager and the Town Attorney, and the Town's disciplinary and appeals policies and procedures shall be followed.

3. Supervisor Responsibilities

- a. Supervisors who suspect an employee is involved in some illegal drug-related activity will notify their department head and Town Manager, or designee, immediately to determine appropriate actions. All supervisory personnel shall read and be familiar with this policy.

E.4 Standards of Conduct for Employees

The Town of Northlake recognizes that employee substance abuse can have a serious, adverse impact on its image, its ability to deliver quality services to its citizens, and the general health, welfare, and safety of its employees and the public. The pervasive presence of substance abuse in our society and the adverse effect on employee health, safety and productivity in the workplace requires the establishment of an Anti-substance Abuse and Rehabilitation Program.

The Town, in considering its daily operations of providing quality services to its citizens, recognizes its responsibility to implement appropriate measures necessary to the safe, efficient, and effective use of its resources people, facilities, equipment, and finances. The Town's responsibility requires the public trust and demands comprehensive safety measures for the protection of the well-being of our employees and the citizens we serve.

1. Prohibited Behaviors

- a. It is the policy of the Town that employees are prohibited from:
 - i. The manufacture, use, possession, sale, distribution, consumption or transportation of any of the following substances while on Town property, conducting Town business, or performing job duties and responsibilities:
 - 1. Illegal drugs, controlled substances, marijuana, mood or mind altering substances, simulated controlled substances, designer and synthetic drugs, and inhalants producing mood or mind altering vapors.
 - 2. Alcoholic beverages or other intoxicating substances—provided that an employee may possess, consume or transport alcoholic beverages while off duty unless local or state law otherwise prohibits the possession or consumption of alcoholic beverages.
 - 3. Drug paraphernalia.



- ii. Using Prescription and over-the-counter medications except under the following conditions:
 - 1. The prescription drugs are prescribed by a licensed physician for the person in possession of the drugs;
 - 2. The prescription must be readily available for verification;
 - 3. The prescription is filled by a registered/licensed pharmacist within the last twelve (12) months for the person possessing the drug or medication;
 - 4. The drugs or medications are ingested or administered only in the prescribed or recommended therapeutic dosages;
 - 5. The employee taking the drug or medication informs his department head of any safety hazard which could result from taking the drug or medication. An employee may, for example, be taking medication which causes drowsiness and should not operate moving machinery or equipment. This would not preclude the employee from performing other job duties, but it is the responsibility of the employee to notify his or her department head if he or she is taking a medication which could impair his or her ability to perform his or her job duties;
- iii. An employee is prohibited from performing his or her job duties while under the influence of alcohol or drugs, or if performance is impaired, while under the influence of lawfully prescribed or over-the-counter substances.
- iv. An employee shall not have a detectable level of dangerous drugs, controlled substances in his or her urine or blood stream except pursuant to a valid personal prescription.
- v. An employee shall not use or possess alcohol outside of work hours on Town property where prohibited by state or local law.
- vi. The employee shall not use alcohol or drugs while wearing a Town of Northlake uniform, irrespective of whether the employee is on duty.
- b. It is the policy of the Town to give the same consideration to applicants or employees with chemical misuse patterns or dependencies as it does to applicants or other employees having physical, medical or mental problems which could preclude them from performing their job duties and responsibilities in a safe, efficient, effective and productive manner. There is no intent to intrude upon the private lives of employees or applicants. However, the Town is concerned with those job-related situations where the use of illegal or illegally obtained drugs or the abuse of alcohol interferes with the health and safety of employees and the public, affects the employee's work performance during work hours, adversely affects the job performance of other employees, or is considered serious enough to be detrimental to the Town's conduct of business.
- c. In the case of employees who demonstrate chemical misuse patterns or dependencies, it is the policy of the Town to refer the employee to community services in an effort to return the employee to a productive role in the organization. However, such assistance shall not excuse the employee from



appropriate disciplinary action for violation of the Town's or a department's policies, procedures, rules, or regulations, including termination of employment.

2. **Conferences:** Employees attending training and conferences may participate in social functions associated with the conference. This may include the consumption of alcohol, so long as the employee's conduct does not reflect adversely upon the Town. Employees who consume alcohol at these functions shall follow the law and shall not operate a Town-owned vehicle.

3. **Emergency Call-Back**

- a. Employees subject to continuous emergency call-back are required to declare to their supervisors the use of alcohol or controlled substances including prescribed medication that might affect their ability to perform under the emergency. The supervisor shall determine if the employee is fit to work and in what capacity.
 - b. Because employees with "on call" status are potentially required to be actively working, an "on call" employee is prohibited from consuming alcoholic beverages or using drugs which may impair his or her performance when called back to work to perform his/her duties.
4. **Use of Substances Outside of Employment:** An employee shall not use alcohol or drugs before or after work hours while wearing a Town of Northlake uniform. An employee shall not use or possess illegal drugs outside of work hours on Town property. Employees will not use alcohol within Town work areas either during or after work hours. When in public areas owned by the Town, such as open spaces or other public facilities, employees not in uniform may responsibly partake in alcohol in compliance with local law.

E.5 **Enforcement**

1. **Consent**

- a. Before a drug or alcohol test is administered, the employee or job applicant will be asked to sign a consent form authorizing the test and permitting release of test results to those Town officials with a need to know. The consent form shall provide space for employees and applicants to acknowledge that they have been notified of the Town's drug testing policy. The consent form shall not be altered or changed by the employee and any such alterations or changes by the employee will be considered insubordination and subject the employee to discipline up to and including termination.
- b. All employees and applicants will be informed of the following:
 - i. The procedure for confirming an initial positive test result;
 - ii. The consequences of a confirmed positive test result;
 - iii. The right to explain a confirmed positive test result and the appeal procedures available; and
 - iv. The consequences of refusing to undergo a drug and alcohol test.
- c. Refusal to Consent



- i. Applicants: A job applicant who refuses to consent to a drug test will be denied employment with the Town.
 - ii. Employees: An employee who refuses to consent to a drug and alcohol test is subject to disciplinary action up to and including termination. The reason(s) for the refusal shall be considered in determining the appropriate disciplinary action. The refusal to sign the consent form shall be considered a refusal to consent to the drug or alcohol test and will subject the employee to disciplinary action up to and including termination.
- d. **Pre-Employment (Job Applicant Testing):** Upon an offer of employment, an applicant (including those considered for temporary and seasonal positions) is required to pass a drug screening test prior to his or her final appointment. An applicant shall be notified of drug testing at the time of application and will be allowed the opportunity to withdraw his or her application at that time.

2. Reasonable Suspicion:

- a. A supervisor may require an employee to undergo drug and/or alcohol testing if the supervisor has reasonable suspicion that the employee is under the influence of drugs and/or alcohol during work hours.
- b. Criteria which may be used by supervisory personnel to determine if a reasonable suspicion test for an employee is necessary include but are not limited to the following:
 - i. Observed alcohol or drug use during working hours
 - ii. Apparent physical state of intoxication or drug induced impairment of motor functions
 - iii. Incoherent or irrational mental state
 - iv. Marked changes in personal behavior or attitude not attributable to other factors
 - v. Deteriorating work performance, attendance or tardiness problems not attributable to other factors
 - vi. Information received from reliable sources that indicates the employee has been involved in alcohol or drug use
 - vii. Other employee actions or conduct that leads to a suspicion of drug or alcohol use such as presence of the physical symptoms of glassy or blood-shot eyes, alcohol odor on breath, slurred speech, poor coordination or reflexes, unsteady gait, mood changes (including inappropriate gaiety or lethargic behavior), unpredictable responses to ordinary requests, etc.
- c. Whenever possible, supervisors will request a second opinion from another trained supervisor in order to determine that the employee is under the influence of drugs and/or alcohol before requiring the employee to undergo drug and/or alcohol testing.
- d. Supervisors are required to record in writing the symptoms or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the Town Manager or its designee. The facts underlying the



determination of reasonable suspicion should be disclosed to the employee at the time the demand is made.

- e. Initial Actions After Appropriate Reasonable Suspicion is Determined
 - i. Once reasonable suspicion has been established by the supervisor with consultation by the Town Manager, the employee's supervisor shall give the employee a direct order, as a condition of employment, to submit to an alcohol and/or drug screening with the warning that refusal to comply can result in appropriate disciplinary action, up to and including termination.
 - ii. The employee shall be further instructed to cooperate throughout the alcohol and/or drug screening procedure, including following all directions received from medical personnel at the alcohol and drug screening collection site.
 - iii. In no case shall the employee be permitted to continue working or remain unattended while screening approval or arrangements are being affected.
 - iv. The supervisor shall immediately, if during normal weekday office hours, notify the Town Manager or designated representative to arrange for the appropriate alcohol and/or drug screening. If the necessity to arrange for an alcohol and drug screening occurs outside these business hours, the supervisor must escort the employee to designated drug screening collection site.
 - v. The employee shall always be escorted to the alcohol and/or drug screening collection site by appropriate supervisory personnel or other departmental authority. The employee shall never be permitted to operate a motor vehicle.
 - vi. Departmental representative or appropriate medical personnel shall remain with the employee at all times and shall take the necessary actions to prevent the employee's alteration or falsification of the alcohol and drug screen procedure. An appropriate chain-of-custody procedure will be followed at the collection site to ensure the accuracy and integrity of the testing procedure and test results.

3. Post-Accident

- a. An employee should ALWAYS be tested for drugs and alcohol under the following conditions:
 - i. There has been an injury or death to a citizen or another employee during work hours
 - ii. There has been an injury to the employee during work hours that requires treatment at a doctor's office or hospital and the employee has violated a safety rule
 - iii. There has been any damage to a citizen's property during work hours and the employee appears to be partially, chiefly or totally responsible for causing the accident
 - iv. There has been more than \$1000 damage to Town property during work hours and the employee appears to be partially, chiefly or totally responsible for causing the accident or has violated a safety rule



- v. There has been a motor vehicle accident on a public street during work hours and it appears that the employee is partially or totally responsible for causing the accident
 - b. Under no circumstances, should a post-accident test be waived.
 - i. Whenever possible, an alcohol test should be conducted within two (2) hours after the accident. If an alcohol test is not conducted within two (2) hours after the accident, a memo should be written as to why an alcohol test was not conducted. This memo should be forwarded to the Town Manager to be filed. All attempts to test should cease if it has been longer than eight (8) hours.
 - ii. A drug test should be conducted immediately (if there are no injuries). If a drug test is not conducted within thirty-two (32) hours, a memo should be written by the supervisor as to why a drug test was not conducted. This memo should be forwarded to the Town Manager to be filed. All attempts to test should cease if it has been longer than thirty-two (32) hours.
 - c. For any work-related accidents, the employee's supervisor shall determine whether the employee is responsible in whole or in part, for causing the accident or has violated a safety rule.
 - d. It is the employee's responsibility to contact his or her supervisor immediately after an accident has occurred so that appropriate action can be taken. Failure to report an accident may result in disciplinary action up to and including termination.
 - e. Employees who are tested as a result of an accident may return to work and assigned duties of a "non-safety" sensitive nature until the results of the test are confirmed negative. Once the results are confirmed negative, the employee may be reassigned "safety-sensitive" duties.
- 4. **Employees Transferring to Other Jobs within the Town:** Any employee moving from a "non-safety" sensitive position to a "safety-sensitive" position or moving from a "safety-sensitive" position (as defined by the Town) to a DOT "safety-sensitive" position (as defined by the Department of Transportation) will be required to pass a drug screen as a condition of final appointment. Questions concerning whether a specific position is deemed safety sensitive should be addressed to the Town Manager.
- 5. **Federally Regulated Random Testing:** In response to the Department of Transportation (DOT) regulations, employees designated by the DOT as certified commercial driver's license (CDL) holders are subject to random drug and alcohol testing according to Federal Regulations and guidelines.
- 6. **Random Testing:** Employees in positions which are considered safety sensitive positions are subject to random drug and alcohol testing. Questions concerning whether a specific position is deemed safety sensitive should be addressed to the Town Manager.



E.6 Employee Rights

1. **Employee's Right to Request Additional Test:** An employee may request to give a second sample of urine or blood at the same time and at the same collection site as the first sample, and have the test results confirmed.
2. **Confirmation of Test Results**
 - a. If the initial alcohol or drug screen is positive, a second test of the same sample will be performed to confirm results. An employee who does not pass the drug or alcohol test may request a retest of the original sample within ten days of his or her receipt of the drug test results at his own cost.
 - b. The employee may request retesting by the same laboratory or by a second laboratory that is certified to perform drug tests by the SAMHSA (Substance Abuse and Mental Health Services Administration [DHHS; formerly "NIDA"])). The originating laboratory must follow the external chain-of-custody procedure outlined in the SAMHSA mandatory guidelines for federal workplace drug testing programs when transferring the sample.

E.7 Management / Supervisor Procedures

1. **Supervisor Training**
 - a. The Town shall train supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use.
 - b. The Town Manager shall select appropriate individuals or entities to provide such training in order to comply with the requirements of this Section and shall ensure that all supervisory personnel receive such training. Such training may be provided by Town personnel or by outside consultants as determined by the Town Manager.
2. **Actions Following Drug and/or Alcohol Testing**
 - a. In the event of a post-accident or reasonable suspicion drug and/or alcohol test, the employee shall not be permitted to operate a motor vehicle or any equipment that could present a danger to the health, safety, or welfare of the public, co-workers, or the employee.
 - b. The Town Manager, or designated representative, shall be responsible for notifying the department head or designee of the alcohol and/or drug screening results as soon as this information is available. When requested and available, copies of the laboratory report reflecting the alcohol and drug screening results shall be transmitted to these officials.
 - c. The department head or a designee shall take appropriate administrative and disciplinary actions in accordance with the Town's discipline policy. .



E.8 Test Processing

1. Confidentiality of Drug Test Results

- a. All information from an employee's or applicant's drug and alcohol screen shall be disclosed only to those with a need to know of test results, including the Town Attorney, Town Manager or designee, and department head and/or supervisor.
- b. The Town and its agents may communicate test results among themselves for official purposes both orally and in writing, and at a judicial or administrative proceeding. Disclosure of test results to any other person, agency, or organization is prohibited to persons not eligible to receive the test results under any applicable law.
- c. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory.

2. Laboratory Testing Requirements

- a. All drug and alcohol testing of employees and applicants shall be conducted at medical facilities or laboratories selected by the Town.
- b. To be considered as a testing site, a medical facility or laboratory must submit in writing a description of the procedures that will be used to maintain test samples. Accreditation by a nationally recognized association is recommended.
- c. Factors to be considered by the Town in selecting a testing facility include:
 - i. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering;
 - ii. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results;
 - iii. Chain-of-custody procedures which ensure proper identification, labeling, and handling of test samples; and
 - iv. Retention and storage procedures which ensure reliable results on confirmatory tests of original samples.

3. Confirmed Positive Test Results

- a. Applicants: A job applicant will be denied employment with the Town if his or her initial positive test results have been confirmed. Applicants who are denied employment due to a positive drug test result must wait six months before applying for another position with the Town.
- b. Employees: If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination, as outlined in the Town's discipline policy. If an employee is terminated because of a positive test result, he/she must wait one (1) year before applying for another position with the Town.



E.9 Investigation and Inspection of Town Facilities/Equipment

1. Administration:

- a. The Town of Northlake has an interest in ensuring that the day-to-day operations of the Town are carried out in an effective, efficient, and safe manner. The consequences of employee misconduct or incompetence may be severe both to the Town and the public interest. Town facilities, offices and equipment are provided to employees for the sole purpose of facilitating the work of the Town and as such, are subject to an investigatory search for evidence of work-related misconduct.
- b. The term "Town equipment" includes Town owned offices, work areas, vehicles, lockers, desks, cabinets, and other containers. Employee owned items, such as purses and briefcases, are not included within the definition of this term.
- c. The Town reserves the right to search the contents of Town equipment at any time, and for any reason. A supervisor may conduct an investigatory search of Town equipment if there are reasonable grounds for suspecting that the search will uncover evidence that the employee is guilty of work-related misconduct and if safeguards are employed to ensure compliance with constitutional and statutory requirements.
- d. The searching of Town equipment is not subject to the requirements of this policy if the search is necessary only for non-investigatory purposes ordinarily associated with the conduct of everyday business (i.e., retrieving a needed file) provided the non-investigatory search begins in the most likely location and immediately ends when the sought-after object is found.
- e. Nothing in this policy is intended to prevent the seizure of any evidence of work-related misconduct if inadvertently found in a non-investigative search. Nothing in this policy is intended to prevent the institution of a disciplinary action or criminal charges associated with the possession of such evidence.
- f. Employees are prohibited from installing personally owned locks on Town equipment, unless a method of opening the lock is provided to the employee's supervisor. The presence of a personal lock on Town equipment shall in no way protect the equipment from search in accordance with this policy. All Town employees are strongly encouraged to refrain from storing on or in Town equipment any personal article, including personal correspondence, they wish to protect from inspection by Town officials.
- g. By accepting or continuing employment, each employee is deemed to have consented to unannounced searches of his or her work area upon request. Retention of personal items within Town equipment is at the risk of the employee, and the Town shall not be responsible for any losses. Searches of employees' personal containers, such as purses, briefcases, and lunch pails will not be conducted without the employee's consent. An employee's refusal to permit a search of personal containers, however, may result in disciplinary action up to and including termination.

2. Procedures:

- a. Supervisory personnel are required to maintain access to all Town equipment or facilities within their areas of supervisory responsibility in order to ensure that services are provided to citizens in a timely and quality manner.



- b. A supervisor may conduct an investigative search of Town equipment for evidence of work-related misconduct if he or she:
 - i. has notified his or her department head and received approval to search;
 - ii. has notified the Town Manager or designee and received approval to search;
 - iii. has two or more witnesses available as selected by the Town Manager or its designee.
 - iv. has excluded, to the extent practical, all uninvolved personnel from the vicinity of the search; and
 - v. has offered every employee responsible for the Town equipment an opportunity to be present during the search. If an employee is unavailable to voice his or her preferences in this regard the supervisor must obtain approval from the Town Manager or his/her designee with coordination from the Town Attorney prior to proceeding with any search.
 - c. The supervisor shall, within 48 hours of an investigative search for work-related misconduct, prepare a report documenting the reasonable suspicions relied upon, the date of approval of the department head, the notification of the employee, the time of the search and results of the search. The supervisor shall forward a copy of this report to the department head and the Town Manager within 72 hours of the search.
 - d. In the event that evidence of work-related misconduct is inadvertently discovered by any person during a non-investigatory search of Town equipment ordinarily associated with the conduct of everyday business, the supervisor of the employee charged with custody of the Town equipment shall within 48 hours of the discovery prepare a report documenting the facts and circumstances surrounding the discovery. A copy of this report shall be forwarded to the department head and Town Manager within 72 hours of discovery.
3. Any employee failing to abide by the terms of this policy shall be subject to disciplinary action up to and including termination.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024
Section: 6. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

Section: 7. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: June 13, 2024

Section: 8. ADJOURN
