



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
MARCH 13, 2025, AT 5:30 PM
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a Regular Meeting on March 13, 2025, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127. The following items will be considered:

1. CALL TO ORDER

- A. Roll Call, Invocation, Pledge of Allegiance

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

- A. Presentation - Recognition of Town Hall 101 Graduates
- B. Briefing - StarCenter Status

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 February 27, 2025
- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving the cancellation of the March 27, 2025, Regular Town Council Meeting
- C. Consider approval of a Resolution of the Town of Northlake, Texas, awarding Bid No. 25-01 and authorizing the Town Manager to execute an agreement/contract with Conatser Construction, L.P. for construction of Fort Worth Additional Capacity 24" Water Main Phase 1a, in an amount not to exceed \$2,377,088

5. ACTION ITEMS

The Following Items will be Considered:

- A. Consider approval of an Ordinance of the Town of Northlake, Texas, providing for the issuance of Town of Northlake, Texas, Combination Tax and Limited Surplus Revenue Certificates of Obligation, Series 2025 in the estimated principal amount of \$14,910,000; levying a tax in payment thereof; prescribing the form of said certificates and awarding the sale thereof; authorizing the execution and delivery of a paying agent/registrars agreement; approving the official statement; and enacting provisions incident and relating to the subject and purposes of this ordinance
- B. Consider approval of an Ordinance of the Town of Northlake, Texas, designating a certain area as a reinvestment zone for commercial/industrial tax abatement in the Town of Northlake, to be known as Reinvestment Zone No. 05, Town of Northlake, Texas; establishing the boundaries thereof; providing a savings clause; and providing an effective date
 - i. Public Hearing
 - ii. Consider Approval
- C. Consider calling and authorizing a public hearing to be held on April 10, 2025, at 5:30 p.m., at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, regarding the proposed renaming of Cleveland-Gibbs Road
- D. Consider approval of an Ordinance of the Town of Northlake, Texas, waiving water and sewer impact fees for development of the Denton County Emergency Services District No. 1 and No. 2 Fire Station 512 at 3850 Dale Earnhardt Way; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of water and sewer impact fees
- E. Consider approval of an Ordinance of the Town of Northlake, Texas, waiving roadway impact fees for development of the property located at 7471 Evelyn Lane; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of roadway impact fees

6. EXECUTIVE SESSION

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

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

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

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre

tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.

- iii. Potential annexation and development agreement for Lot 2, Block A, The Hills of Northlake West, approximately 2.127 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Lots 3 & 4, Block A, The Hills of Northlake West, approximately 4.253 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- v. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- vi. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.

B. Section 551.072 - Real Property

The Town Council may convene in an executive session to discuss or deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.
- ii. Deliberation regarding the purchase, exchange, lease, or value of approximately 1.35 acres of real property to be acquired for the construction and maintenance of water system improvements located at or near 7225 Faith Lane, in the Town's northwest pressure plain.
- iii. Deliberation regarding eminent domain action for the acquisition of the following real properties, for the construction and maintenance of road improvements on Faught Road and other public purposes permitted by law:

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

C. Section 551.087 - Economic Development Negotiations

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

- i. Potential development agreement for La Estancia Investments LP property consisting of a 110.6-acre and part of a 295.5-acre tracts of land, Bob Smith Management Co. LTD property consisting of a 239.6-acre tract of land, and JHGS Investments LTD property consisting of a

66.5-acre, a 8.6-acre, a 14.5-acre, 4.2-acre, a 13.6-acre, a 28.8-acre, and a 12.6-acre tracts of land generally located south of FM 1171 and west of Cleveland-Gibbs Road.

- ii. Potential economic development agreement with Northport Partners, LLC for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane.

7. RECONVENE INTO OPEN SESSION

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

- A. Consider approval of a resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a contract of sale for the purchase of approximately 1.35 acres of real property, and authorizing expenditures for the acquisition of the same, including survey and other closing costs, for the construction and maintenance of water system improvements located at or near 7225 Faith Lane, in the Town's northwest pressure plain
- B. Consider approval of a resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute an economic development agreement, including potential economic development incentives and the conveyance of land, with Northport Partners, LLC, for the development of 1.32 acres of land owned by the Town of Northlake generally located at the northeast corner of Interstate 35W and Ashmore Lane

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 March 7, 2025, by 6:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Zolaina R. Parker
Zolaina R. Parker, Town Secretary

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

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
REF. DOC.: Town of Northlake Strategic Plan
SUBJECT: Presentation - Recognition of Town Hall 101 Graduates
GOALS/ Protect the Public; 1.3 - Engage with the community to ensure trust
OBJECTIVES:

BACKGROUND INFORMATION:

- Town Hall 101 was established in 2022 to educate residents about the town's form of government and its services
 - Inaugural Town Hall 101: November 7, 2022 - February 20, 2023 - 10 graduates
 - 2nd Town Hall 101: November 6, 2023 - March 4, 2024 - 6 graduates
 - 3rd Town Hall 101: November 4, 2024 - March 3, 2025 - 11 graduates
- Residents are selected to enroll in the program each year
 - 8 classes over 5 months
 - Monday evening classes
- Town Manager will present updates on program accomplishments and future plans
 - Recognize 3rd class of graduates

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
REF. DOC.: Northlake Capital Improvement Plan
SUBJECT: Briefing - StarCenter Status
GOALS/ Exercise Fiscal Responsibility; 2.4 - Project future staffing - facilities - and resources
OBJECTIVES:

BACKGROUND INFORMATION:

- Background
 - Lee Lewis Construction was selected by Council action on February 26, 2024, to construct the StarCenter
 - Construction began in April of 2024
- Current Operations
 - Earthwork moisture conditioning down to ten feet
 - Deep foundation elements (84 piers of 300 as of March 6, 2025)
 - Onsite utilities (water line complete, sewer line ongoing)
- Next Phases
 - Plumbing and electrical contractors to mobilize
 - Parking lot paving on west side of facility
 - Grade beams and slab preparation for gym areas
- Anticipated construction completion June 2026 with early open goal for March

COUNCIL ACTION/DIRECTION:

Provide feedback as Town Council deems necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
REF. DOC.: Northlake Home Rule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for February 27, 2025
GOALS/
OBJECTIVES: Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approve Meeting Minutes:
 - February 27, 2025

COUNCIL ACTION/DIRECTION:

Approve the Minutes Draft as presented

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 4. CONSENT ITEMS



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
FEBRUARY 27, 2025**

The Northlake Town Council convened in a Regular Meeting on February 27, 2025, at 5:30 PM, 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 - Absent without Notice

Also present were:

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

- Invocation was given by Pastor Gavin Papit, Tribes Church.
- The Pledge of Allegiance to the United States and Texas Flags was recited.
- Mayor Montini mentioned the Groundbreaking of the new Denton County Emergency Services District No. 1 & 2 Fire Station, located in Northlake.

2. PUBLIC INPUT

The following individuals shared comments as allowed under the Public Input portion of the agenda. All comments may be viewed in their entirety on the Town's Website at <https://www.town.northlake.tx.us/337/Watch-Council-Meetings>.

- Joel McGregor, address on file - does not like TIRZ; in the North paying for roads twice; lack of maintenance does not work out; what is total debt vs. what comes in; DOGE

3. **CONSENT ITEMS**

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

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

AYES (6): Holmes, Ganz, Fowler, Montini, Sessions

NAYS (0): None

ABSENT (1): Kelley

- A. Consider approval of the Town Council Meeting Minutes for February 13, 2025

APPROVED

- C. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing continued participation with the steering committee of cities served by ATMOS; and authorizing the payment of five cents per capita to the steering committee to fund regulatory and legal proceedings and activities related to ATMOS Energy Corporation

APPROVED RESOLUTION NO. 25-13

INDIVIDUAL CONSIDERATION

- A. Consider approval of a Resolution of the Town of Northlake, Texas, providing notification of intent to establish a reinvestment zone to provide for tax abatement; providing for required public hearing set to be held on March 13, 2025, at 5:30 p.m., during the Regular Town Council Meeting; and providing an effective date

ITEM PULLED FOR INDIVIDUAL CONSIDERATION BY COUNCILMEMBER HOLMES

APPROVED RESOLUTION NO. 25-12

The item was presented, and discussion followed.

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

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

NAYS (0): None

ABSENT (1): Kelley

4. **ACTION ITEMS**

- A. Consider an Ordinance of the Town of Northlake, Texas, amending Chapter 9A of the Code of Ordinances of the Town, the same being the Unified Development Code of the Town of Northlake, and amending Ordinance No. 21-0722F, by changing the development standards and concept plan on that certain tract of land legally described as an approximately 251.044

acre tract of land situated in the M.E.P. & P.R.R. Survey, Abstract No. 910, the H. Anderson Survey, Abstract No. 25, and the S.A. Venters Survey, Abstract No. 1313; providing that such tract of land shall be used in accordance with the requirements of the Unified Development Code and all other applicable ordinances of the Town except as modified herein; providing severability, repealing and savings clauses; providing a penalty; providing for publication and an effective date. Case # 25-PDA00001

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-0227A

The item was presented and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 5:45 p.m.; and with no speakers coming forward, closed the Public Hearing, and reconvened the Regular Meeting at 5:46 p.m.

Mayor Montini moved to approve the item with removal of 3K from the ordinance as presented. Motion seconded by Councilmember Fowler. Motion Passed.

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

NAYS (0): None

ABSENT (1): Kelley

- B. Consider approval of an Ordinance of the Town of Northlake, Texas, authorizing the issuance of Town of Northlake, Texas, General Obligation Bonds, Taxable Series 2025 in the aggregate estimated principal amount of \$22,290,000; awarding the sale thereof; levying a tax, and providing for the security for and payment of said bonds; authorizing the execution and delivery of a paying agent/registrar agreement; approving the official statement; enacting other provisions relating to the subject; and declaring an effective date

APPROVED ORDINANCE NO. 25-0227B

The item was presented and discussion followed.

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

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

NAYS (0): None

ABSENT (1): Kelley

- C. Consider approval of an Ordinance of the Town of Northlake, Texas, authorizing the Issuance and Sale of Town of Northlake, Texas, Hotel Occupancy Tax Revenue Bonds, Taxable Series 2025 in an aggregate estimated principal amount of \$5,210,000; providing for the award and sale of the bonds; approving the official statement; approving execution and delivery of a paying agent agreement; enacting other provisions relating to the subject

APPROVED ORDINANCE NO. 25-0227C

The item was presented and discussion followed.

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

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

NAYS (0): None

ABSENT (1): Kelley

5. EXECUTIVE SESSION

The Town Council convened into an Executive Session, at 6:01 p.m., consistent with Chapter 551 of the Texas Government Code, as amended, or as otherwise allowed by law to address the following:

A. Section 551.071 - Consultation with Attorney

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for Lot 2, Block A, The Hills of Northlake West, approximately 2.127 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for Lots 3 & 4, Block A, The Hills of Northlake West, approximately 4.253 acres of land generally located on the north side of 1500 block of FM 407 in the extraterritorial jurisdiction of the Town.
- v. Potential amendment to development agreement between Sandstrom Development Tx, LTD and the Town of Northlake for development of Hawthorne Estates.
- vi. Potential amendment to development agreement between Gaddy Commercial Venture, LLC and the Town of Northlake for development of Florance Road Business Park.
- vii. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- viii. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.

B. Section 551.072 - Real Property

- i. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of roadway, drainage, and sanitary sewer improvements for commercial areas north of FM 407 and east of Faught Road.

- ii. Deliberation regarding the purchase, exchange, lease, or value of real property to be acquired for the construction and maintenance of water system improvements in the Town's northwest pressure plain.

C. Section 551.087 - Economic Development Negotiations

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

6. RECONVENE INTO OPEN SESSION

Mayor Montini reconvened the Regular Meeting at 7:19 p.m., to address Council action regarding the items deliberated during Executive Session, as follows:

- A. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute an amendment to the Development Agreement between Gaddy Commercial Venture, LLC, and the Town of Northlake (Florance Road Business Park)

APPROVED RESOLUTION NO. 25-14

The item was presented and commentary followed.

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

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

NAYS (0): None

ABSENT (1): Kelley

- B. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute an amendment to the Development Agreement between Sandstrom Development Tx, Ltd, subsequently assigned to successor owner Hawthorne Land and Cattle, Ltd, and the Town of Northlake (Hawthorne Estates)

APPROVED RESOLUTION NO. 25-15

The item was presented and commentary followed.

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

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

NAYS (0): None

ABSENT (1): Kelley

7. ADJOURN

With no further business, Mayor Montini adjourned the meeting at 7:22 p.m.

Brian Montini, Mayor

ATTEST:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
REF. DOC.: Town of Northlake Code, Chapter 1, Article 2
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving the cancellation of the March 27, 2025, Regular Town Council Meeting
GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Proposed cancellation of March 27, 2025 Town Council Meeting
 - No impact to business operations

COUNCIL ACTION/DIRECTION:

Approve cancellation of the March 27, 2025 Town Council Meeting



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 24-85

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, CANCELLING THE
REGULAR TOWN COUNCIL MEETING SCHEDULED FOR MARCH 27, 2025**

WHEREAS, the Town Council of the Town of Northlake, Texas, regularly meets on the second and fourth Thursday of every month at 5:30 p.m., in accordance with the Town Council Rules of Order and Procedures; and

WHEREAS, the Town Council has determined that it is advisable to cancel the March 27, 2025, Regular Town Council Meeting.

**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 cancels the Regular Town Council Meeting scheduled for March 27, 2025.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on March 13, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

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

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

GOALS/ OBJECTIVES: Invest in Infrastructure; 4.4 - Provide adequate water and sewer infrastructure

BACKGROUND INFORMATION:

- Fort Worth Additional Capacity 24" Water Main Phase 1A identified as a capital project priority
- Town engaged Halff, for design and bid assistance
- Engineer's estimate for construction - \$2,230,000
- February 8th, 2025- Request for bids initiated
- February 25th, 2025- Bidding Closed
 - Town received six bids
- Lowest responsible bidder - Conatser Construction, L.P. with a bid amount of \$2,377,088
- Project funded by Certificates of Obligation (CO's)

COUNCIL ACTION/DIRECTION:

Award bid in amount of \$2,377,088, and contract with Conatser Construction, L.P. for Water Main construction



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO. 24-84

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AWARDED BID NO. 25-01 AND AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT/CONTRACT WITH CONATSER CONSTRUCTION, L.P. FOR CONSTRUCTION OF FORT WORTH ADDITIONAL CAPACITY 24" WATER MAIN PHASE 1A, IN AN AMOUNT NOT TO EXCEED \$2,377,088; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas, understands the need to provide added capacity water service to customers and the public; and

WHEREAS, Halff, designed the plans for Fort Worth Additional Capacity 24" Water Main Phase 1a; and

WHEREAS, the construction of Fort Worth Additional Capacity 24" Water Main Phase 1a coincides with major developments in the south side of town; and

WHEREAS, the associated costs of this project will be funded with Certificates of Obligation; and

WHEREAS, the Town has issued a request for bid for the project, received six bids and has qualified the lowest bidder, Conatser Construction, L.P.; and

WHEREAS, Halff recommends the award to Conatser Construction, L.P. for an amount not to exceed \$2,377,088.

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 Fort Worth Additional Capacity 24" Water Main Phase 1a 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 Conatser Construction, L.P. for the Fort Worth Additional

Capacity 24" Water Main Phase 1a, in an amount not to exceed \$2,377,088.

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 March 13, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary



2601 Meacham Boulevard, Ste 600
Fort Worth, Texas 76137
(817) 847-1422

February 25, 2025
AVO 52344.001

Town of Northlake, Texas
C/O Mr. Eric Tamayo
Public Work Director
1500 Commons Circle, Suite 300
Northlake, Texas 76226

Re: Northside II 24-inch Water Main Phase 1 – Bid Summary and Reference Check Letter (Re-Bid)

Dear Mr. Tamayo

The following is a summary of the bids received, reference checks conducted, and bidder responsiveness.

Bid Summary

Bids were opened for the above-referenced project on Tuesday, February 25, 2025, at the Municipal Court, Suite 300 of Northlake Town Hall. Six (6) bids were received, shown in the table below. The apparent low bidder, Conatser Construction L.P., was considered and found to be a complete responsive bidder with a Base Bid of \$943,588.00 and a combined Base Bid & Alternative A (DIP) total of \$2,377,088.00.

Bidder	Base Bid Total (\$)	Base Bid + Alternative A (Ductile Iron Pipe)	Base Bid + Alternative B (Steel Pipe)	Base Bid + Alternative C (Concrete Pipe)
Acadia Services, LLC	\$1,251,907.00	2,562,507.00	No Bid	2,658,907.00
Western Municipal Construction	\$1,136,179.00	2,506,579.00	No Bid	2,465,579.00
Canary Construction	\$1,771,845.00	3,750,845.00	No Bid	3,923,845.00
Conatser Construction, TX, L.P.	\$943,588.00	2,377,088.00	No Bid	No Bid
Wilson Contractor Services, LLC	\$1,170,952.73	2,811,153.77	No Bid	2,799,403.72
Jackson Construction LTD	\$1,203,723.00	2,870,723.00	4,245,723.00	2,882,723.00

**Note: The Contractor shown in the table above, in red text, indicates the apparent low bidder.*

Reference Checks

The apparent low bidder (**Conatser Construction, L.P.**) is currently on the City of Fort Worths “Active Contractor List”, last updated February 13th, 2025. Under this basis, Halff recommends Conatser Construction to be pre-qualified to perform the work.



2601 Meacham Boulevard, Ste 600
Fort Worth, Texas 76137
(817) 847-1422

Bid Responsiveness

In relation to bidding requirements, Conatser Construction attended the pre-bid meeting and submitted all documents and bonds necessary for consideration. The following documents and bonds were provided by Conatser Construction, as part of their bid package.

- A signed Bid Form
- Bidders Qualifications Statement
- A list of construction jobs within the last 5 years as well as the references
- A signed non-collusion statement, conflict of interest, and bid affidavit
- Bid Bond backed by FCCI Insurance Company in the appropriate 5% of greatest amount bid
- Certificate of liability insurance

Section 252.043 in the Local Government Code states if competitive sealed bids are received, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the entity. After considering the purchase price, reputation of the bidders, quality of the bidders' services based upon reference checks Halff Associates has determined that **Conatser Construction L.P.**, is the lowest responsible bidder.

Please call me at 817.764.7442 if you have any questions or comments.

Sincerely,

HALFF ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Jourdan Johnson", is written over a faint, larger blue signature that is partially obscured.

Jourdan Johnson, P.E.

Town of Northlake
BID TABULATION (RE-BID)
Northside II 24" Water Main Ph 1A
Town File No. X-27959

CONSTRUCTION CONTRACT TIME: 245 Consecutive Calendar Days
ADVERTISEMENT DATES: February 15 and February 22, 2025
BID OPENING DATE: February 25, 2025, 2:00 PM
Engineers Estimate: \$2.2 M

Bidder				Acadia Services, LLC 351 W. Southlake Blvd. Southlake, TX 76092		Western Municipal Construction of Texas, LLC 402 Gulf Ave Justin, TX 76247		Canary Construction, Inc. 802 N Kealy Ave, Suite 101 Lewisville, TX 75057		Conatser Construction, TX, L.P. 5327 Wichita Street, PO Box 15448 Fort Worth, TX 76119		Wilson Contractor Services, LLC 3985 Mingo Road Denton, TX 76208		Jackson Construction LTD 5112 Sun Valley Drive Fort Worth, TX 76119	
Bidlist Item No.	Description	Unit of Measure	Bid Quantity	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT	UNIT PRICE	TOTAL AMOUNT
BASE BID															
1	Install Tapping Sleeve and Gate Valve on existing CoFW 42" L301 WL (X-18852). Install midpoint of Existing Pipeline Joint	LS	1	\$ 110,000.00	\$ 110,000.00	\$ 93,300.00	\$ 93,300.00	\$ 175,000.00	\$ 175,000.00	\$ 85,000.00	\$ 85,000.00	\$ 149,490.80	\$ 149,490.80	\$ 160,000.00	\$ 160,000.00
2	42" Casing or Tunnel Liner By Open Cut, Acceptable Backfill	LF	234	\$ 670.00	\$ 156,780.00	\$ 1,000.00	\$ 234,000.00	\$ 2,890.00	\$ 676,260.00	\$ 720.00	\$ 168,480.00	\$ 1,149.17	\$ 268,905.78	\$ 750.00	\$ 175,500.00
3	24" Gate Valve w/Vault	EA	2	\$ 65,000.00	\$ 130,000.00	\$ 54,700.00	\$ 109,400.00	\$ 75,000.00	\$ 150,000.00	\$ 62,500.00	\$ 125,000.00	\$ 79,639.04	\$ 159,278.08	\$ 70,000.00	\$ 140,000.00
4	24" Pressure Plug	EA	1	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 5,500.00	\$ 8,500.00	\$ 8,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,059.52	\$ 3,059.52	\$ 7,000.00	\$ 7,000.00
5	4" Combination Air Valve Assembly (Water)	EA	2	\$ 56,000.00	\$ 112,000.00	\$ 49,300.00	\$ 98,600.00	\$ 68,000.00	\$ 136,000.00	\$ 30,500.00	\$ 61,000.00	\$ 70,489.67	\$ 140,979.34	\$ 40,000.00	\$ 80,000.00
6	8" Blowoff Valve	EA	2	\$ 38,000.00	\$ 76,000.00	\$ 25,400.00	\$ 50,800.00	\$ 15,000.00	\$ 30,000.00	\$ 18,500.00	\$ 37,000.00	\$ 28,400.00	\$ 56,800.00	\$ 48,000.00	\$ 96,000.00
7	Project Construction Signs	EA	2	\$ 1,020.00	\$ 2,040.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,500.00	\$ 3,000.00	\$ 1,100.00	\$ 2,200.00	\$ 600.00	\$ 1,200.00
8	Utility Markers	EA	35	\$ 135.00	\$ 4,725.00	\$ 400.00	\$ 14,000.00	\$ 600.00	\$ 21,000.00	\$ 200.00	\$ 7,000.00	\$ 95.00	\$ 3,325.00	\$ 60.00	\$ 2,100.00
9	Cleaning Pig & Wye Locations	EA	3	\$ 19,000.00	\$ 57,000.00	\$ 48,100.00	\$ 144,300.00	\$ 12,000.00	\$ 36,000.00	\$ 20,000.00	\$ 60,000.00	\$ 22,629.20	\$ 67,887.60	\$ 14,000.00	\$ 42,000.00
10	Seeding, Hydromulch	SY	19,337	\$ 6.00	\$ 116,022.00	\$ 2.00	\$ 38,674.00	\$ 5.00	\$ 96,685.00	\$ 4.00	\$ 77,348.00	\$ 2.33	\$ 45,055.21	\$ 9.00	\$ 174,033.00
11	Stormwater Pollution Prevention Plan (SWPPP)	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 34,800.00	\$ 34,800.00	\$ 9,500.00	\$ 9,500.00	\$ 14,500.00	\$ 14,500.00	\$ 18,015.00	\$ 18,015.00	\$ 28,000.00	\$ 28,000.00
12	Tench Safety System	LF	3,400	\$ 5.00	\$ 17,000.00	\$ 11.00	\$ 37,400.00	\$ 15.00	\$ 51,000.00	\$ 6.00	\$ 20,400.00	\$ 1.69	\$ 5,746.00	\$ 1.00	\$ 3,400.00
13	Traffic Control	LS	1	\$ 23,000.00	\$ 23,000.00	\$ 21,100.00	\$ 21,100.00	\$ 15,000.00	\$ 15,000.00	\$ 2,500.00	\$ 2,500.00	\$ 13,500.00	\$ 13,500.00	\$ 5,000.00	\$ 5,000.00
14	Temporary Construction Fencing	LF	7,010	\$ 14.00	\$ 98,140.00	\$ 4.50	\$ 31,545.00	\$ 10.00	\$ 70,100.00	\$ 6.00	\$ 42,060.00	\$ 3.99	\$ 27,969.90	\$ 9.00	\$ 63,090.00
15	Dewatering	LF	3,400	\$ 8.00	\$ 27,200.00	\$ 2.40	\$ 8,160.00	\$ 2.00	\$ 6,800.00	\$ 2.00	\$ 6,800.00	\$ 0.25	\$ 850.00	\$ 1.00	\$ 3,400.00
16	Construction Staking	LS	1	\$ 19,000.00	\$ 19,000.00	\$ 14,800.00	\$ 14,800.00	\$ 17,500.00	\$ 17,500.00	\$ 45,000.00	\$ 45,000.00	\$ 11,810.50	\$ 11,810.50	\$ 25,000.00	\$ 25,000.00
17	Tree Protection	LS	1	\$ 10,500.00	\$ 10,500.00	\$ 5,900.00	\$ 5,900.00	\$ 12,000.00	\$ 12,000.00	\$ 7,500.00	\$ 7,500.00	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00
18	Demolition, including all fence and gate removal and replacement	LS	1	\$ 68,000.00	\$ 68,000.00	\$ 5,000.00	\$ 5,000.00	\$ 65,000.00	\$ 65,000.00	\$ 6,500.00	\$ 6,500.00	\$ 1,500.00	\$ 1,500.00	\$ 10,000.00	\$ 10,000.00
19	Exploratory Excavation of Existing Utilities	EA	5	\$ 8,100.00	\$ 40,500.00	\$ 4,400.00	\$ 22,000.00	\$ 3,500.00	\$ 17,500.00	\$ 2,500.00	\$ 12,500.00	\$ 6,400.00	\$ 32,000.00	\$ 5,000.00	\$ 25,000.00
20	GPS As Built Red Line Survey	LS	1	\$ 9,500.00	\$ 9,500.00	\$ 13,900.00	\$ 13,900.00	\$ 25,000.00	\$ 25,000.00	\$ 8,500.00	\$ 8,500.00	\$ 12,580.00	\$ 12,580.00	\$ 5,000.00	\$ 5,000.00
21	Owner's Construction Allowance	LS	1	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00
Alternative A (Ductile Iron Pipe)															
A.1	24" DUCTILE IRON PIPE (Min Class 200, per CoFW 33 11 10) Water Pipe, including all labor, equipment, appurtenances, site clearing, grubbing trenching, backfill, consolidation, testing, and	LF	3,400	\$ 337.00	\$ 1,145,800.00	\$ 340.50	\$ 1,157,700.00	\$ 475.00	\$ 1,615,000.00	\$ 345.00	\$ 1,173,000.00	\$ 432.61	\$ 1,470,874.00	\$ 425.00	\$ 1,445,000.00
A.2	Ductile Iron Water Fittings w/Restraint (24" Dia.)	EA	12	\$ 7,900.00	\$ 94,800.00	\$ 11,100.00	\$ 133,200.00	\$ 12,000.00	\$ 144,000.00	\$ 14,000.00	\$ 168,000.00	\$ 7,666.17	\$ 91,994.04	\$ 6,000.00	\$ 72,000.00
A.3	DIP - Cathodic Protection	LS	1	\$ 70,000.00	\$ 70,000.00	\$ 79,500.00	\$ 79,500.00	\$ 220,000.00	\$ 220,000.00	\$ 92,500.00	\$ 92,500.00	\$ 77,333.00	\$ 77,333.00	\$ 150,000.00	\$ 150,000.00
Alternative B (Steel Pipe)															
B.1	24" Steel AWWA C200 Water Pipe (min total pressure 250 psi, including surge, per CoFW 33 11 14), including all labor, equipment, appurtenances, site clearing, grubbing, trenching,	LF	3,400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 805.00	\$ 2,737,000.00
B.2	Steel Fittings	EA	12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ 180,000.00
B.3	Steel Pipe - Cathodic Protection	LS	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125,000.00	\$ 125,000.00
Alternative C (Concrete Pipe)															
C.1	24" Concrete AWWA C303 Water Pipe (min total pressure 250 psi, including surge, per CoFW 33 11 14), including all labor, equipment, appurtenances, site clearing, grubbing, trenching,	LF	3,400	\$ 345.00	\$ 1,173,000.00	\$ 306.00	\$ 1,040,400.00	\$ 480.00	\$ 1,632,000.00	\$ -	\$ -	\$ 392.27	\$ 1,333,718.00	\$ 400.00	\$ 1,360,000.00
C.2	C303 Fittings w/Restraint (24" Dia.)	EA	12	\$ 14,500.00	\$ 174,000.00	\$ 16,500.00	\$ 198,000.00	\$ 25,000.00	\$ 300,000.00	\$ -	\$ -	\$ 18,738.38	\$ 224,860.56	\$ 20,000.00	\$ 240,000.00
C.3	Concrete Pipe - Cathodic Protection	LS	1	\$ 60,000.00	\$ 60,000.00	\$ 91,000.00	\$ 91,000.00	\$ 220,000.00	\$ 220,000.00	\$ -	\$ -	\$ 69,872.43	\$ 69,872.43	\$ 79,000.00	\$ 79,000.00
			Total Base Bid	\$ 1,251,907.00		\$ 1,136,179.00		\$ 1,771,845.00		\$ 943,588.00		\$ 1,170,952.73		\$ 1,203,723.00	
			Alternative A - DIP	\$ 2,562,507.00		\$ 2,506,579.00		\$ 3,750,845.00		\$ 2,377,088.00		\$ 2,811,153.77		\$ 2,870,723.00	
			Alternative B - Steel	No Bid		No Bid		No Bid		No Bid		No Bid		\$ 4,245,723.00	
Highlighted fields indicate corrected totals			Alternative C - Concrete Pipe	\$ 2,658,907.00		\$ 2,465,579.00		\$ 3,923,845.00		No Bid		\$ 2,799,403.72		\$ 2,882,723.00	

Bids Certified Correct By:

2/26/2025

Active Contractor List

Water Department - Engineering Services Division

Status	Contractor	Bid and Restrictions	Expire Date	Sent Date
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Not Expired

Mr. Richard Johnson			3/31/2026	2/13/2025
rjohnson@2rcstx.com		Wastewater New Development, Rehabilitation, and Redevelopment Open Cut (8" only); Water New Development, Rehabilitation, and Redevelopment Open Cut (12" and under); 12" Water for PW 2022 Bond Year-2 Contract 9 CPN 104242 (Unit 1,2,3); PW 2022 Bond Year-2 Contract 8 CPN 104183		
2R Construction Services				
P.O Box 1716				
Wylie, TX 75098 USA				
(512) 945-8554 wk				
www.2rcstx.com				

Note:

Mr Rick Thorn		\$3,439,720.00	4/30/2025	5/14/2024
rick@amconstructionutility.com		Water and Wastewater New Development, Rehabilitation, and Redevelopment Open Cut (12" and under); Re-coating & Coating Water Storage Tanks		
A & M Construction & Utilities Inc				
4950 Grisham Dr				
Rowlett, TX 75088 USA				
(214) 680-0587 wk (972) 463-0736 fax				
(214) 546-0481				

Note:

Mr Leo Wise
leo@cfelectricinc.com
CF Electric, Inc
4901 Tim Donald Road
Justin, TX 76247 USA
(817) 267-6000 wk

\$28,619,290.00

4/30/2025

4/22/2024

Electrical & Instrumentation Pump Station -Markum Ranch Pump Station and GST CPN 103010;
Westside WTP Backup Generators CPN 103410; Eagle Mountain & Westside WTP CPN 103335

Note:

Ms Nicole Norwood
brad@circlehcontractors.com
Circle H Contractors Inc
1550 W FM 875, PO Box 220
Midlothian, TX 76065 USA
(972) 723-0802 wk (972) 723-5308 fax
(214) 458-4874
nicole@circlehcontractors.com

\$187,143,200.00

4/30/2025

5/14/2024

Wastewater New Development Open Cut (18" and under); Water New Development Open Cut (16" and under); tunneling and dry bore projects up to 66" for Sewer and 48" for Water projects

Note:

Mr Brock Huggins
Conatser Construction TX LP
5327 Wichita St, PO Box 15448
Fort Worth, TX 76119 USA
(817) 534-1743 wk (817) 534-4556 fax
Bertha
bertha@conatserconstruction.com

\$38,265,500.00

4/30/2025

3/25/2024

Water and Wastewater New Development, Rehabilitation, and Redevelopment Open Cut (all sizes);

Note:

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025
Section: 5. ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

REF. DOC.: TEXAS LOCAL GOVERNMENT CODE, SECTION 1331, SUBCHAPTER A; Fiscal Year 2025 Capital Improvement Plan; Town of Northlake Strategic Plan

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

GOALS/ OBJECTIVES: Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing

BACKGROUND INFORMATION:

- Fiscal Year 2025 Capital Improvement Plan calls for \$16.1 million for road, water, and sewer projects

Project Name	Type	Project Funding from Issuance
Catherine Branch Sewer Line Phase 2	Sewer	\$800,000
Chadwick Public Infrastructure	Roads, Water, & Sewer	\$4,000,000
Faught Road (Robson Ranch to FM 407)	Roads	\$3,600,000
Faught Road Waterline (Robson Ranch to Southbay Circle)	Water	\$800,000
Public Works Building - Architecture	Building	\$1,500,000
StarCenter Site Infrastructure	Roads, Water, Sewer & Drainage	\$2,200,000
Southwest Elevated Storage Tank	Water	\$3,200,000
	Total	\$16,100,000

- Issuance Schedule
 - January 9, 2025 - Council briefed on certificate of obligation bond issuance
 - March 13, 2025 - Bond Pricing
 - March 13, 2025 - Council considers and passes Ordinance authorizing issuance
 - April 10, 2025 - Closing and Delivery of Funds
- Total estimated principal amount for Certificates of Obligation 2025 Series - \$14.91M
 - Issuance premium covers issuance costs and remaining project fund amount to reach \$16.1M
 - Updated issuance amount to be provided to Council for their review prior to vote for adoption

COUNCIL ACTION/DIRECTION:

Approve ordinance authorizing the issuance of Certificates of Obligation Bonds

ORDINANCE NO. _____

relating to

TOWN OF NORTHLAKE, TEXAS
COMBINATION TAX AND LIMITED SURPLUS REVENUE
CERTIFICATES OF OBLIGATION
SERIES 2025

Adopted: March 13, 2025

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AN ORDINANCE PROVIDING FOR THE ISSUANCE OF TOWN OF NORTHLAKE, TEXAS, COMBINATION TAX AND LIMITED SURPLUS REVENUE CERTIFICATES OF OBLIGATION, SERIES 2025 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, Series 2025.”

“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, 2026.

“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, Series 2025, 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, Series 2025, 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, Series 2025" (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) designing, engineering, developing, constructing, improving and repairing, extending and expanding streets, street facilities, thoroughfares and bridges, including streetscaping, related storm drainage improvements, signalization and other traffic controls, sidewalks, street lights and the acquisition of any right of way therefor, (ii) designing, engineering, developing, constructing, improving and repairing, extending and expanding water and wastewater facilities and improvements and the acquisition of land therefor (together, the "Project"); and (iii) professional services incurred in connection with item (i) and (ii) and 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>	
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

\$ _____ Term Certificates

Year <u>2/15</u>	Principal <u>Amount</u>	<u>Interest Rate</u>
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(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, 2026, 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, 2035, 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, 2034 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, in the years 20__, 20__, and 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__ *

*maturity

\$ _____ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__ *

*maturity

\$ _____ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__ *

*maturity

(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 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, 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
SERIES 2025

INTEREST RATE: MATURITY DATE: DELIVERY DATE: CUSIP NUMBER:

_____ % February 15, _____ April 10, 2025 _____

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, 2026.

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 April 10, 2025 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, 2035, in whole or in part before their respective scheduled maturity dates, on February 15, 2034, 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 in the years 20__, 20__ and 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__ *	
*maturity	

\$ _____ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

February 15, 20__

February 15, 20__ *

*maturity

\$ _____ Term Certificates Maturing February 15, 20__

Redemption Date

Redemption Amount

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 March, 2025, 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: March 13, 2025

REF. DOC.: Chapter 312, Texas Tax Code; Northlake Business Park Development Agreement

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

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.2 - Capture and incorporate the extraterritorial jurisdiction, Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- DFW Northlake Business Park, LLC owns 67.95 acres in Northlake (formerly in ETJ)
 - North of FM 407 in 1600 and 1700 blocks of FM 407
 - Proposed commercial/light industrial development to be known as Northlake Business Park
- June 22, 2023: Development Agreement (DA) approved by Town Council
 - DA includes provisions for:
 - Annexation (approved September 12, 2024)
 - Land use and future zoning: Industrial
 - Development standards: Match County Building and Fire Codes
 - Tax abatement
- January 9, 2025: Council briefed on Northlake Business Park progress and next steps per DA
 - Next steps include consideration of tax abatement
- February 13, 2025: Council adopted updated incentives policy
 - Includes guidelines and criteria for tax abatements
- February 27, 2025: Council approved notice of intent to create Reinvestment Zone No. 05
 - Public hearing scheduled for March 13th Town Council meeting
 - Notice of public hearing provided per law

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Consider approval of Ordinance to create Reinvestment Zone No. 5



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, DESIGNATING A CERTAIN AREA AS A REINVESTMENT ZONE FOR COMMERCIAL/INDUSTRIAL TAX ABATEMENT IN THE TOWN OF NORTHLAKE, TO BE KNOWN AS REINVESTMENT ZONE NO. 05, TOWN OF NORTHLAKE, TEXAS; ESTABLISHING THE BOUNDARIES THEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas ("Town") desires to promote the development or redevelopment of a certain contiguous geographic area within its jurisdiction by the creation of a reinvestment zone for commercial/industrial tax abatement, as authorized by the Property Redevelopment and Tax Abatement Act, as amended, V.T.C.A Tax Code, Chapter 312 (the "Act"); and

WHEREAS, on February 13, 2024, the Town Council approved Resolution No. 25-06 electing to become eligible to participate in tax abatement pursuant to the guidelines and criteria set out in the Incentives policy established therein, said Incentives Policy governs tax abatement agreements to be entered into by the Town as required by the Act; and

WHEREAS, on February 27, 2025, prior to consideration of this ordinance, the Town Council held a public hearing, the date of which was at least seven (7) days after the date of publication of the notice of such public hearing and the delivery of written notice to the respective presiding officers of each taxing entity which includes within its boundaries real property that is to be included in the proposed reinvestment zone; and

WHEREAS, the Town, at such public hearing, invited any interested person to appear and speak for or against the creation of the reinvestment zone and whether all or part of the territory described should be included in the proposed reinvestment zone, and to raise any concerns regarding the offering of tax abatement incentives; and

WHEREAS, the proponents of the reinvestment zone offered evidence, both oral and documentary, in favor of all of the foregoing matters relating to the creation of the reinvestment zone and opponents, if any, to the reinvestment zone appeared to contest the creation of the reinvestment zone.

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

Section 1. The facts and recitations contained in the preamble of this ordinance are hereby found

and declared to be true and correct.

Section 2.

That the Town, after conducting a public hearing and having heard evidence and testimony, has made the following findings and determinations based on the evidence and testimony presented to it:

- a. That the public hearing for adoption of Reinvestment Zone No. 05 has been properly called, held and conducted and that notice of such hearing has been published as required by law and mailed to the respective presiding officers of the governing bodies of all taxing units overlapping the territory inside the proposed reinvestment zone; and
- b. That the boundaries of Reinvestment Zone No. 05 shall be the area as described in the property description attached hereto as Exhibit A (Boundary Description) and depicted in Exhibit B (Map); and
- c. That creation of the proposed Reinvestment Zone No. 05 will result in benefits to the Town and to the land included in the zone and that improvements sought are feasible and practical, and would be a benefit to the land to be included in the zone and to the municipality after the expiration of a Tax Abatement Agreement entered into under Section 312.204 of the Act; and
- d. That Reinvestment Zone No. 05 meets the criteria for creation of a reinvestment zone as set forth in the Act, as amended, in that it is reasonably likely as a result of the designation to contribute to the retention and expansion of primary employment or to attract investment in the zone that would be a benefit to the property and that would contribute to the economic development of the Town; and
- e. The proposed project located within Reinvestment Zone No. 05 meets the Town's Economic Development Incentive Program Guidelines and Criteria as adopted in the Town's Incentives Policy.

Section 3.

That pursuant to the Act, as amended, the Town hereby creates a reinvestment zone for commercial tax abatement encompassing only the property described in Exhibit A and such reinvestment zone is hereby designated and shall hereafter be referred to as Reinvestment Zone No. 05.

Section 4.

The Reinvestment Zone No. 05 shall take effect on March 13, 2025, and shall remain designated as a commercial/industrial reinvestment zone for a period of five (5) years from such date of designation.

Section 5.

That 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 this ordinance.

Section 6.

That this ordinance shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on March 13, 2025.

Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

Exhibit A

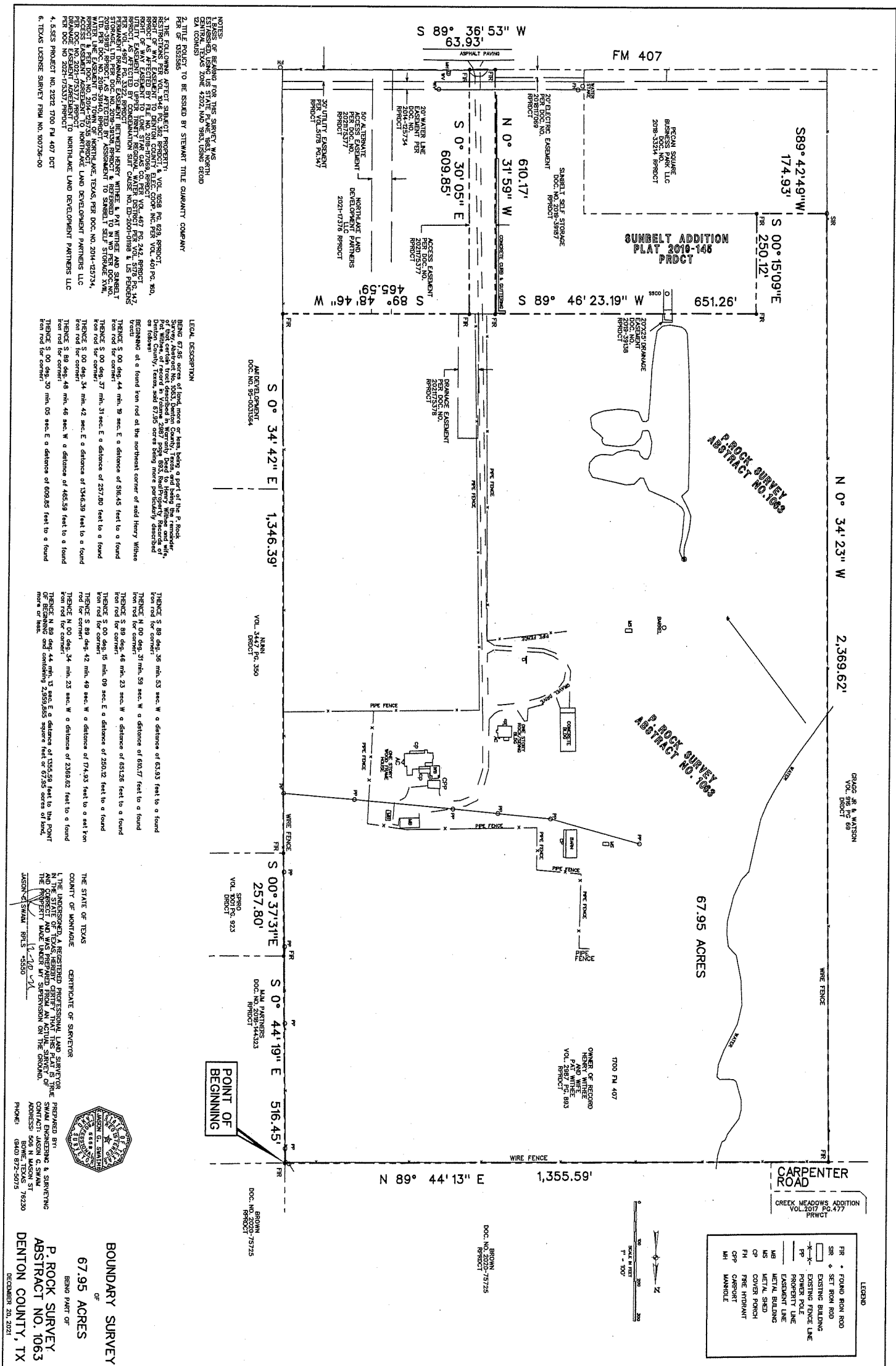
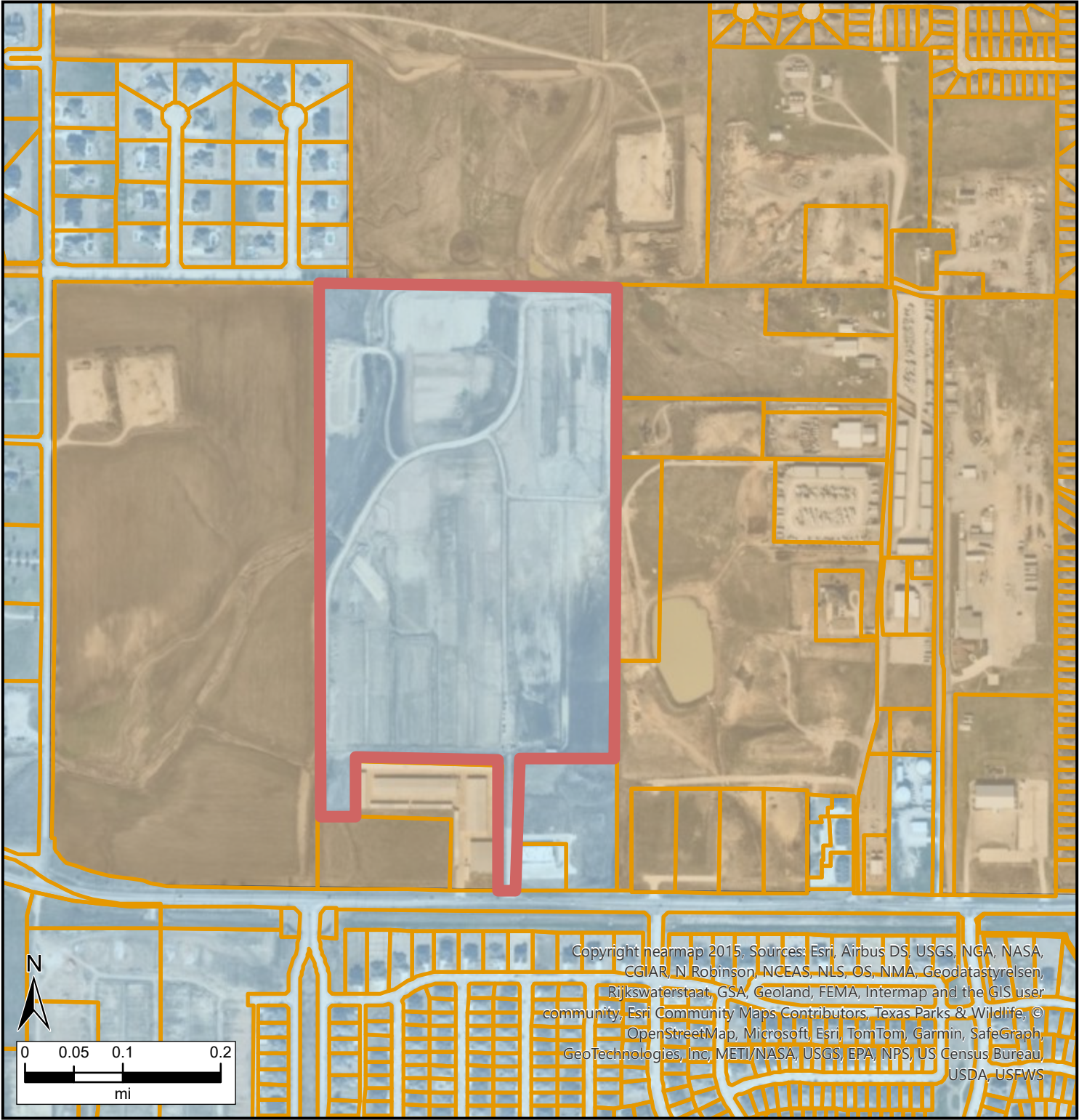


Exhibit B - Reinvestment Zone No. 05



Legend

- Parcels
- Northlake Boundary
- Town of Northlake Incorporated Area and ETJ
 - Incorporated Area
 - Extraterritorial Jurisdiction
 - Limited Purposes Annexation

Nearmap Reference Layer

- RGB
- Red: Band_1
 - Green: Band_2
 - Blue: Band_3



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

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

SUBJECT: Consider calling and authorizing a public hearing to be held on April 10, 2025, at 5:30 p.m., at Northlake Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, regarding the proposed renaming of Cleveland-Gibbs Road

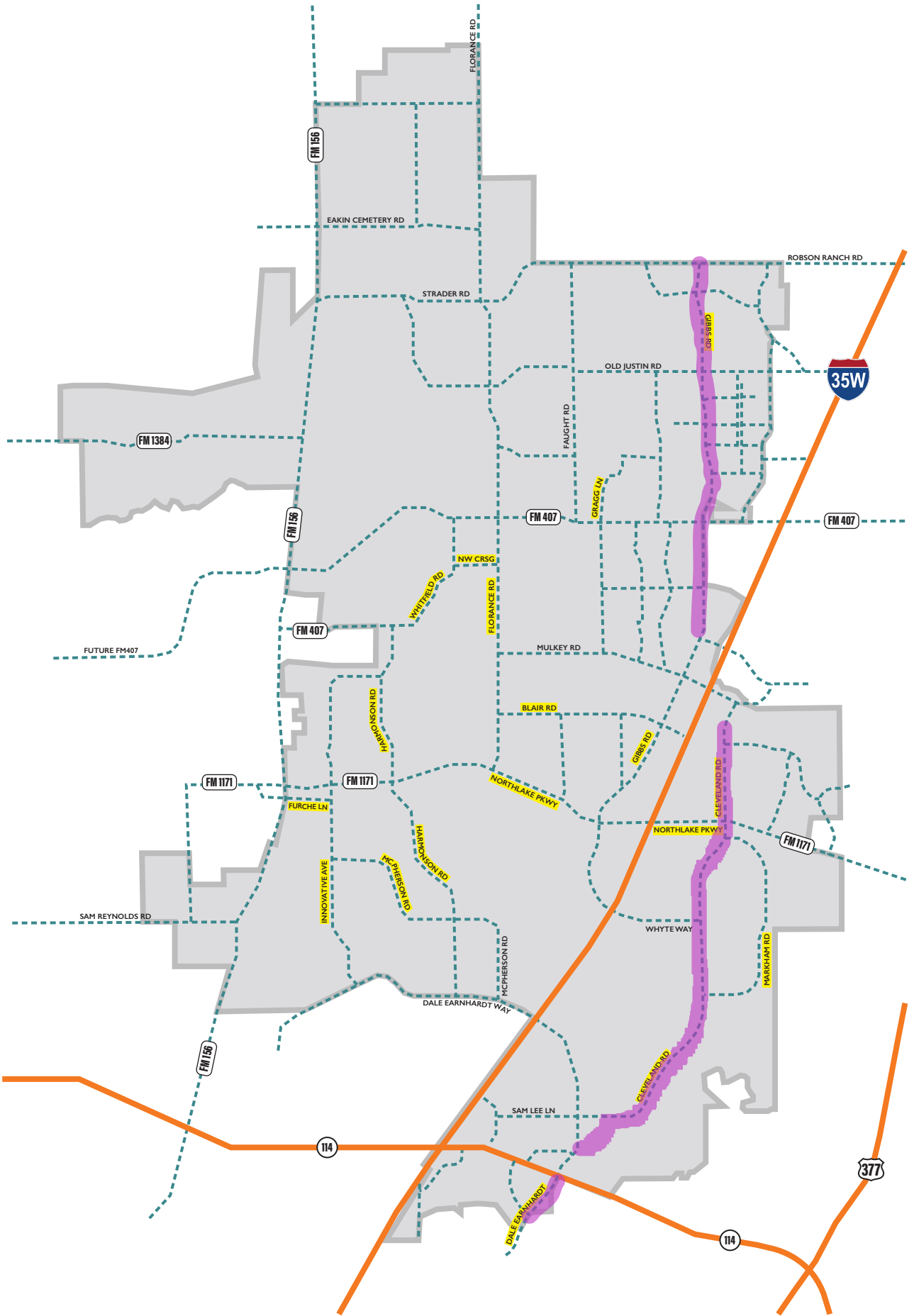
GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust, Protect the Public; 1.4 - Ensure safe community standards and processes

BACKGROUND INFORMATION:

- October 10, 2025: Council briefed on need for future street name changes
 - Existing Street names typically honored founding or historic families (i.e., Faught, Sam Lee, Whyte)
 - Repeated street names create confusion for emergency personnel and first responders
 - As stair-stepped roads along property lines become a grid layout, opportunities for street naming arise
 - Town can name Farm-to-Market roads which allows for brand identity
 - Cleveland-Gibbs Road will be disconnected at 35W due to TXDOT alignment requirements
 - West of 35W proposed to be Gibbs Road
 - East of 35W proposed to be Cleveland Road
- Changing name of Cleveland-Gibbs Road recommended before new sections open
 - Final section of Cleveland-Gibbs in The Ridge is near completion
 - New alignment of Cleveland-Gibbs along Pecan Square near completion
 - Named Gibbs Road by plat
 - Will fully open and connect to existing Cleveland-Gibbs Road alignment next summer
- Cleveland-Gibbs Road proposed to change to:
 - Gibbs Road from 6000 through 8800 blocks between Robson Ranch Road and approximately 1,500 feet south of Elm Place
 - Cleveland Road from 9600 through 13400 blocks between approximately 1,500 feet north of Westbridge Drive to Dale Earnhardt Way
 - Dale Earnhardt Way from 14000 through 14600 blocks between SH 114 and Chadwick Parkway
- Town Council has exclusive authority for renaming streets within Town limits
 - Proposed process for street name change:
 - March 13, 2025: Call for public hearing to be held on April 10th
 - Post notice on website
 - Mail notices to affected property owners
 - Coordinate with Denton County to change name for areas outside Town limits
 - April 10, 2025: Hold public hearing and consider approval of name changes

COUNCIL ACTION/DIRECTION:

Call and authorize public hearing for renaming portions of Cleveland-Gibbs Road



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

REF. DOC.: Northlake Code of Ordinances Article 9.03 Impact Fees

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

GOALS/ OBJECTIVES: Protect the Public; 1.2 - Collaborate with fire and medical services

BACKGROUND INFORMATION:

- Denton County Emergency Services District (ESD) No. 1 provides fire and rescue services in Northlake
- Denton County Emergency Services District (ESD) No. 2 provides emergency medical services in Northlake
- ESD 1 & 2 are constructing Fire Station 512 at 3850 Dale Earnhardt Way
 - Fire station will be first in Northlake town limits and enables enhanced service and response time
 - Fire Station 514 is in Northlake ETJ and was not subject to town impact fees
- Plans have been approved and permit ready to issue pending payment of fees
 - In addition to plan review and inspection fees, impact fees for water, sewer, and roads have been assessed to be paid at time of building permit
 - Plans for the fire station call for:
 - One 2-inch domestic water meter
 - One 1-inch domestic water meter
 - Based on above meters, \$181,714.23 has been assessed for Northlake water and sewer impact fees
 - Wholesale water provider, Fort Worth, also charges a pass-through impact fee of \$20,801
 - Fort Worth wholesale impact fee cannot be waived by Town
- ESDs are government entities funded by property taxes
 - New fire station will have a substantial benefit to the Town and generally public by enhancing services and improving response times
- Some other government entities, such as school districts, are exempt from impact fees per state law
- Town Council may waive certain impact fees as just compensation for improvements that benefit Town and general public

COUNCIL ACTION/DIRECTION:

Consider waiving water and sewer impact fees for fire station to be constructed at 3850 Dale Earnhardt Way



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, WAIVING WATER AND SEWER IMPACT FEES FOR DEVELOPMENT OF THE DENTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 AND NO. 2 FIRE STATION 512 AT 3850 DALE EARNHARDT WAY; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE THE WAIVER OF WATER AND SEWER IMPACT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

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

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

WHEREAS, Denton County Emergency Services District No. 1 and No. 2 (the “ESD”) plans to build a new fire station, Fire Station 512, at 3850 Dale Earnhardt Way, that will benefit the Town and the general public (the “Improvements”); and

WHEREAS, the ESD is a governmental entity organized pursuant to Article III, Section 48-e of the Texas Constitution to protect life and health, as further provided in Texas Health and Safety Code Ch. 775; and

WHEREAS, the Town Council finds and determines that waiver of the water and sewer impact fees in the total amount of \$181,714.23 primarily promotes the public purposes of the Town and provides a benefit to the general public; and

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

WHEREAS, in the interest of the public health, safety, and welfare, the Town Council desires to waive the water and sewer impact fees that would have been assessed to the ESD for development of the ESD’s fire station located at 3850 Dale Earnhardt Way, in exchange for a new fire station and the provision of ESD governmental functions and services in the Town to protect the life and health of the Town’s residents.

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 water and sewer impact fees assessed to the ESD in the total amount of \$181,714.23 for development of a fire station located at 3850 Dale Earnhardt Way, in the Town of Northlake, Texas, are hereby waived in exchange for the new fire station and related improvements that benefit the Town and the general public, and for the provision of ESD governmental functions and services in the Town to protect the life and health of the Town's residents.
- Section 3.** The Town Manager is authorized to execute any documents necessary to facilitate the waiver of water and sewer impact fees pursuant to this Ordinance, including, but not limited to, an interlocal agreement under Texas Gov't Code Ch. 791
- Section 4.** This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event, the conflicting provisions of such ordinances are hereby repealed.
- Section 5.** It is hereby declared to be the intention of the Town Council that the phrases, clauses, sentences, paragraphs, and sections of this Ordinance are severable, and if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.
- Section 6.** This Ordinance shall take effect immediately from and after its passage, and it is so ordained.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on March 13, 2025.

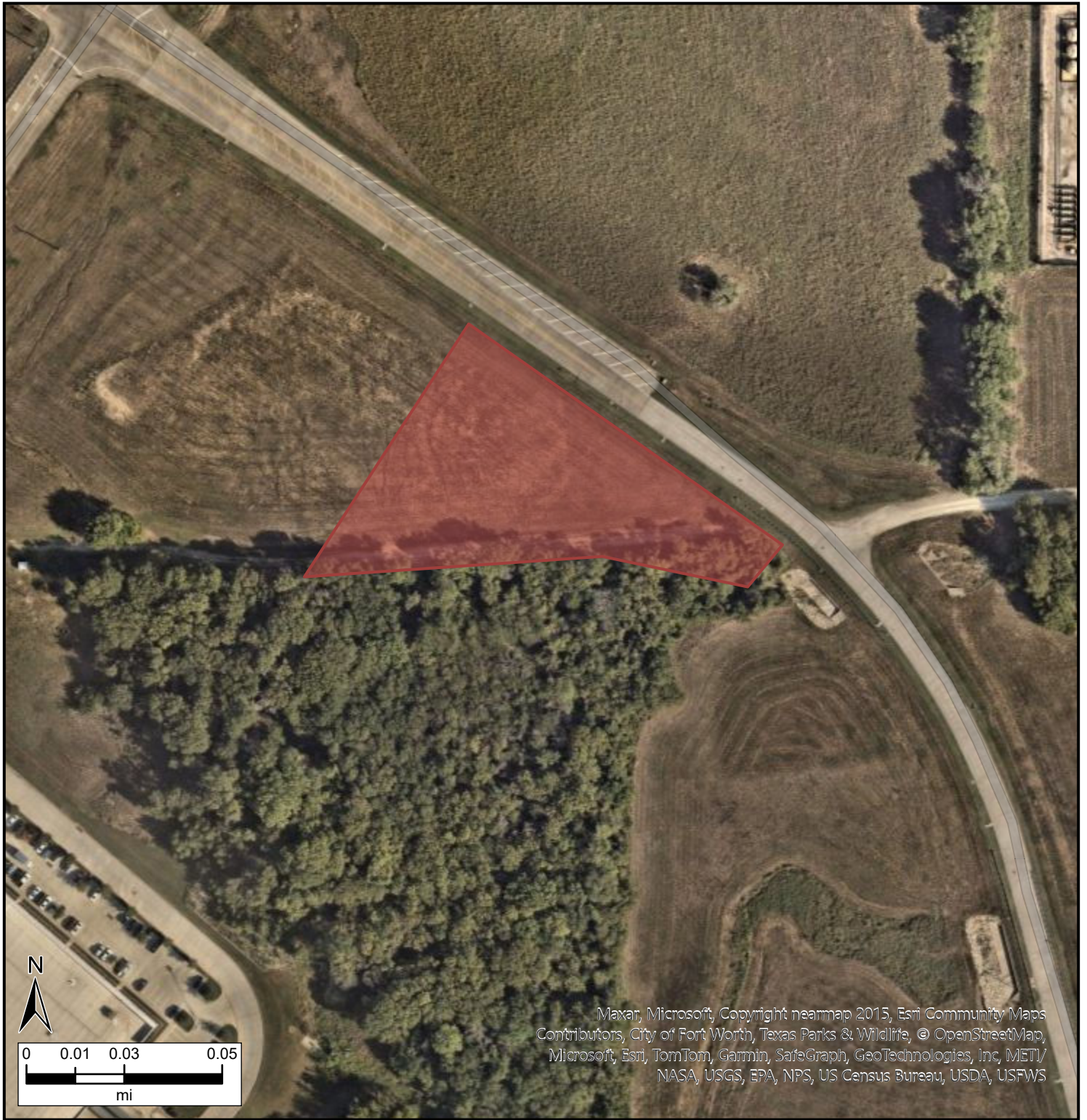
Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

EMB Northlake Fire Station Aerial Map



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Town of Northlake

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

(940) 648-3290

24NORT-NCB00017 | Building - New Commercial



<i>Fee Item</i>	<i>Account Code</i>	<i>Assessed Date</i>	<i>Outstanding Balance</i>
1" Meter - Water Impact Fee (South)	204-46600-00-00 00	03/03/2025	\$34,792.78
2" Meter - Sewer Impact Fee (South)	205-46700-00-00 00	03/03/2025	\$35,876.23
2" Meter - Water Impact Fee (South)	204-46600-00-00 00	03/03/2025	\$111,045.22
Commercial and Multi-Family Inspections	100-43310-00-00 00	03/03/2025	\$7,366.88
Commercial Plan Review	100-43340-00-00 00	03/03/2025	\$4,788.47
Ft Worth Water Impact Fee	201-20600-00-00 00	03/03/2025	\$15,848.00
Ft Worth Water Impact Fee	201-20600-00-00 00	03/03/2025	\$4,953.00
Zone 4 SE - Commercial Roadway Impact Fee (2022)	399-46750-00-00 00	03/03/2025	\$8,382.36
Total Balance Due			\$223,052.94

Application Info

Applicaton Date: 12/19/2024

Property Address	Property Owner	Property Owner Address	Valuation
3850 Dale Earnhardt Way - EMB Fire Station, Northlake, TX 76262	Denton County ESD 01	511 S. Gibbons Rd, Argyle, TX 76226	\$3,500,000.00

Description of Work

Commercial Building Permit

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

REF. DOC.: Northlake Code of Ordinances Article 9.03 Impact Fees

SUBJECT: Consider approval of an Ordinance of the Town of Northlake, Texas, waiving roadway impact fees for development of the property located at 7471 Evelyn Lane; authorizing the Town Manager to execute any documents necessary to facilitate the waiver of roadway impact fees

GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Simpson Properties LLC owns approximately 57.173 acres at 7471 Evelyn Lane
- Daniel Simpson plans to build single-family residence on property
- Roadway impact fee of \$14,628.14 to be assessed and paid prior to issuance of building permit
- Property owner provided perimeter roadway improvements totaling approximately \$14,500
 - Two (2) loads of bladed gravel at cost of \$11,000
 - Drainage ditch repair at cost of \$3,500
- Expect property owner to continue to provide basic maintenance to road until paved
- Town Council may waive roadway impact fees as just compensation for improvements that benefit Town and general public

COUNCIL ACTION/DIRECTION:

Consider waiving roadway impact fee for single-family residence to be constructed at 7471 Evelyn Lane



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, WAIVING ROADWAY IMPACT FEES FOR DEVELOPMENT OF THE PROPERTY LOCATED AT 7471 EVELYN LANE; AUTHORIZING THE TOWN MANAGER TO EXECUTE ANY DOCUMENTS NECESSARY TO FACILITATE THE WAIVER OF ROADWAY IMPACT FEES; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, Daniel Simpson (the “Property Owner”) at 7471 Evelyn Lane, has provided the Town with two (2) loads of bladed gravel at a cost of \$11,000 and drainage ditch repair at a cost of \$3,500, for a total cost of \$14,500.00 for perimeter roadway improvements that benefit the Town and the general public (the “Improvements”); and

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

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

WHEREAS, in the interest of the public health, safety, and welfare, the Town Council desires to waive the roadway impact fees that would have been assessed to the Property Owner for development of the Property Owner’s single-family residential property located at 7471 Evelyn Lane, as just compensation for the Improvements.

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

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

Ordinance as if copied in their entirety.

Section 2. The roadway impact fees assessed to the Property Owner for development of the property located at 7471 Evelyn Lane, in the Town of Northlake, Texas, are hereby waived as just compensation in exchange for two (2) loads of bladed gravel at a cost of \$11,000 and drainage ditch repair at a cost of \$3,500, for a total cost of \$14,500.00, for perimeter roadway improvements that benefit the Town and the general public.

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

Section 4. This Ordinance shall be and is hereby declared to be cumulative of all other ordinances of the Town of Northlake, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event, the conflicting provisions of such ordinances are hereby repealed.

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

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on March 13, 2025.

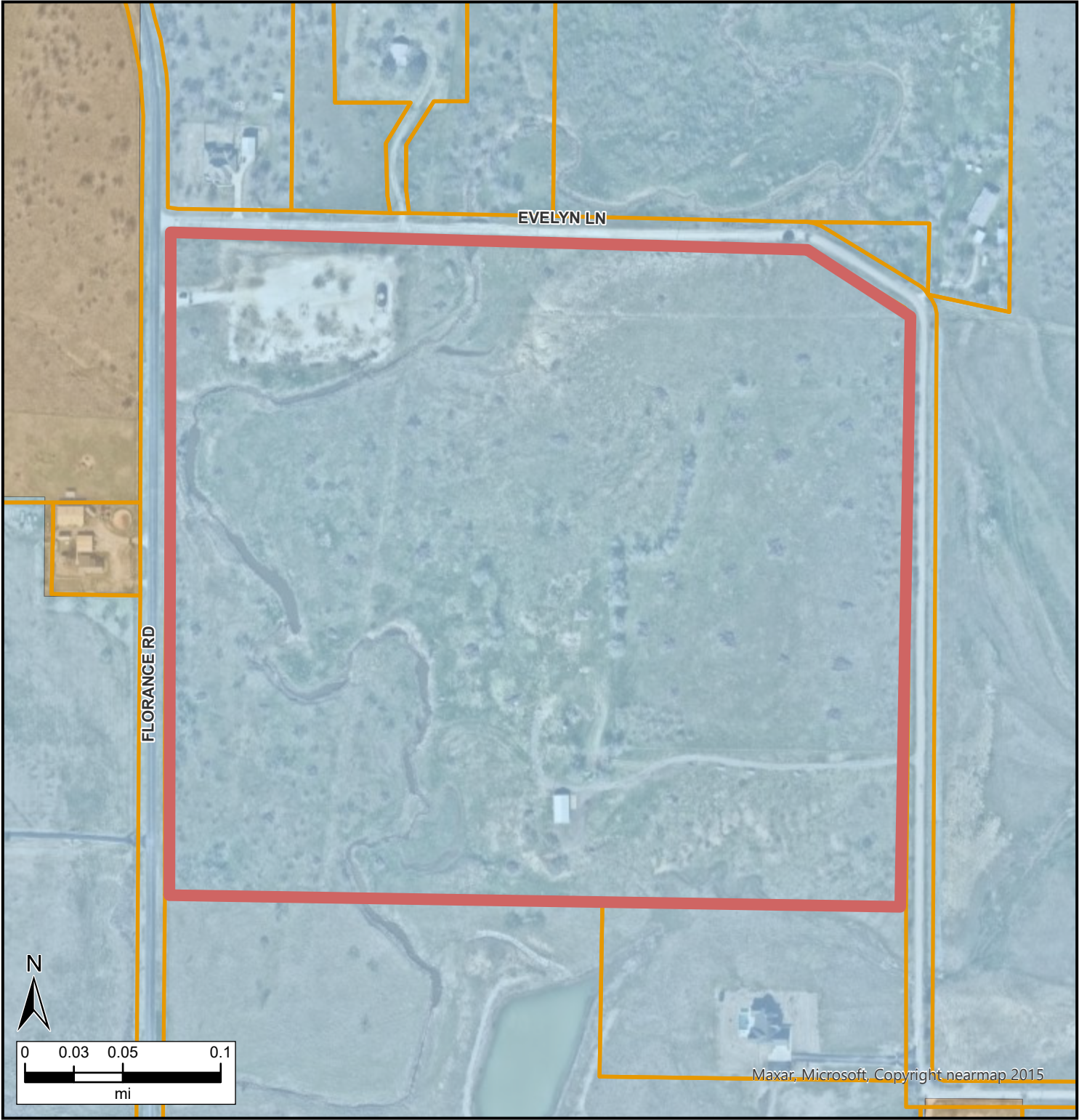
Town of Northlake, Texas

Brian Montini, Mayor

Attest:

Zolaina Parker, Town Secretary

7471 Evelyn Lane



Legend

Existing Roads

Estimated OCI

0.0 - 49.9

50.0 - 74.9

75.0 - 99.4

out of range

Parcels

Northlake Boundary

Town of Northlake Incorporated Area and ETJ

Incorporated Area

Extraterritorial Jurisdiction

Limited Purposes Annexation

Nearmap Reference Layer

RGB

Red: Band_1

Green: Band_2

Blue: Band_3



Date: 3/5/2025

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 6. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 7. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: March 13, 2025

Section: 8. ADJOURN
