

1. Agenda

Documents:

[NORTHLAKE TOWN COUNCIL AGENDA 10-8-20.PDF](#)

2. Council Packet

Documents:

[COUNCIL PACKET 10-8-20.PDF](#)



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
JIMMY LAMBERT, COUNCIL PLACE 2

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

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
THURSDAY, OCTOBER 8, 2020 AT 6:30 PM
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a work session and regular meeting on Thursday, October 8, 2020 at 6:30 pm at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action.

1. Regular Session

Call to Order and Roll Call - Mayor David Rettig
Invocation given by Robert Balduc, Pastor St. Peters Church
Pledge of Allegiance led - Mayor David Rettig

2. Presentations

Metroport Chamber Annual Report Update presented by Sally Aldridge, President & CEO
Northwest ISD State of the District Update presented by Dr. Ryder Warren, Superintendent

3. Proclamations

Northlake Beautification Months FY 20-21 (No. 20-5)
Texas Municipal Court Week November 2-6, 2020 (No. 20-6)

4. Briefing Items

A. Home Rule Charter Commission Appointments
B. Proposed Updates on Fire & Building Codes

5. Regular Meeting

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6. Public Input

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7. Consent Items

- C. Consider for approval a resolution authorizing the Town Administrator to enter into an agreement for the purchase of a one Public Works Department vehicle not to exceed \$80,000 and three Police Department Vehicles and Equipment not to exceed \$195,000
 - i. Resolution No. 20-28
- D. Consider for approval a resolution approving and authorizing the Town Administrator to enter into an agreement for the purchase of water meters and transmitters not to exceed \$300,000
 - i. Resolution No. 20-29
- E. Consider for approval a resolution authorizing participation in various cooperative purchasing programs in accordance with the Town's procurement policy; identifying those cooperative purchasing programs approved for town participation; authorizing execution of any and all necessary agreements for participation in the cooperative programs by the Town Administrator and approving related contracts
 - i. Resolution No. 20-30
- F. Consider for approval the Town Council Meeting Minutes of 9-10-20

8. Regular Items

- G. Consider for approval an ordinance approving a Development Agreement between the Town of Northlake, Texas, Northlake Economic Development Corporation, Northlake Community Economic Development Corporation and Richard Foster, Karen Elaine Lewis, Shannon N. Gierisch and Rachel P. Weis for a commercial development to be located on approx. 124 acres of land in the H. Anderson Survey, Abs. No. 25 and the A. Gawltney Survey, Abs. No. 500 Denton County, Texas, authorizing the Town Administrator to execute said Development Agreement
 - i. Public Hearing
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- H. Consider for approval an ordinance approving the Development Agreement between the Town of Northlake, Texas, Northlake Economic Development Corporation, Northlake Community Development Corporation and Northlake 35, LLC for a commercial development to be located on approx. 250 acres of land in the Holland Anderson Survey, Abs. No. 25, H.W. Cocke Survey, Abs. No. 310, W.P. Harmonson and Ben Waters Survey, Abs. No. 642, William Murry Survey, Abs. No. 890 and Simeon E. Park Survey, Abs. No. 1005, Denton County, Texas and authorizing the Town Administrator to execute said Development Agreement
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- J. Consider for approval an ordinance amending the Code of Ordinances, Town of Northlake, by amending the Engineering Design Manual adopted by the Town on May 13, 2010 and maintained on file in the office of the Town Secretary; amending certain regulations related to street lights
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- K. Consider for approval an ordinance amending the Code of Ordinances, Chapter 11 Traffic and Vehicles, adding Article 11.07 Off-Highway Vehicles; providing for the operation of Off-Highway Vehicles on certain roadways in the Town
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- L. Consider for approval an agreement between Robert Matthews d/b/a All American Animal Control and Town of Northlake for animal control services

- M. Consider for approval a resolution approving and authorizing the Town Administrator to enter into an agreement for the preparation of a Risk & Resilience Assessment and Emergency Response Plan prepared by Halff Associates not to exceed \$55,000
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- O. Consider cancelling the October 22nd, November 26th and December 24th council meetings
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7. Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
 - i. Legal advice on any matter related to any posted agenda item;
 - ii. Legal advice related to development and annexation of the Chadwick Tracts, 6-acre and 3-acre tracts of land generally located at the corner of Cleveland Gibbs Road and Chadwick Parkway; and
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b. Section 551.087 Deliberations regarding Economic Development Negotiations related to businesses locating in the Town

- i. Deliberation regarding offer of financial or other incentives to a business prospect described as the Catherine Branch Project which includes the Foster and Buchanan tracts generally located at the northwest corner of IH-35W and Dale Earnhardt Way

d. Section 551.-074 Personnel Matters

- i. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Town Administrator annual performance evaluation

9. Open Session

- i. Take any action as needed from Executive Session

10. Adjournment

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake Texas on the 1st day of October 2020 by 6:30 pm.


Shirley Rogers, Town Secretary

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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: OCTOBER 8, 2020

ITEM: WORKSHOP SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: OCTOBER 8, 2020

ITEM: PRESENTATIONS





Annual Report





Sally A. Aldridge, IOM

President and CEO

Core Values



MISSION – Create, promote and enhance opportunity and growth for the business community.

VISION – To positively impact leadership, stewardship and business relationships through collaboration of all communities in our Metroport region

VALUE – Through leadership and integrity we promote unity and excellence

Chamber Stats



As of Dec 31, 2019

- 551 Members
- 185 New Members
- 15% Growth
- 76% Retention

As of Sept 1, 2020

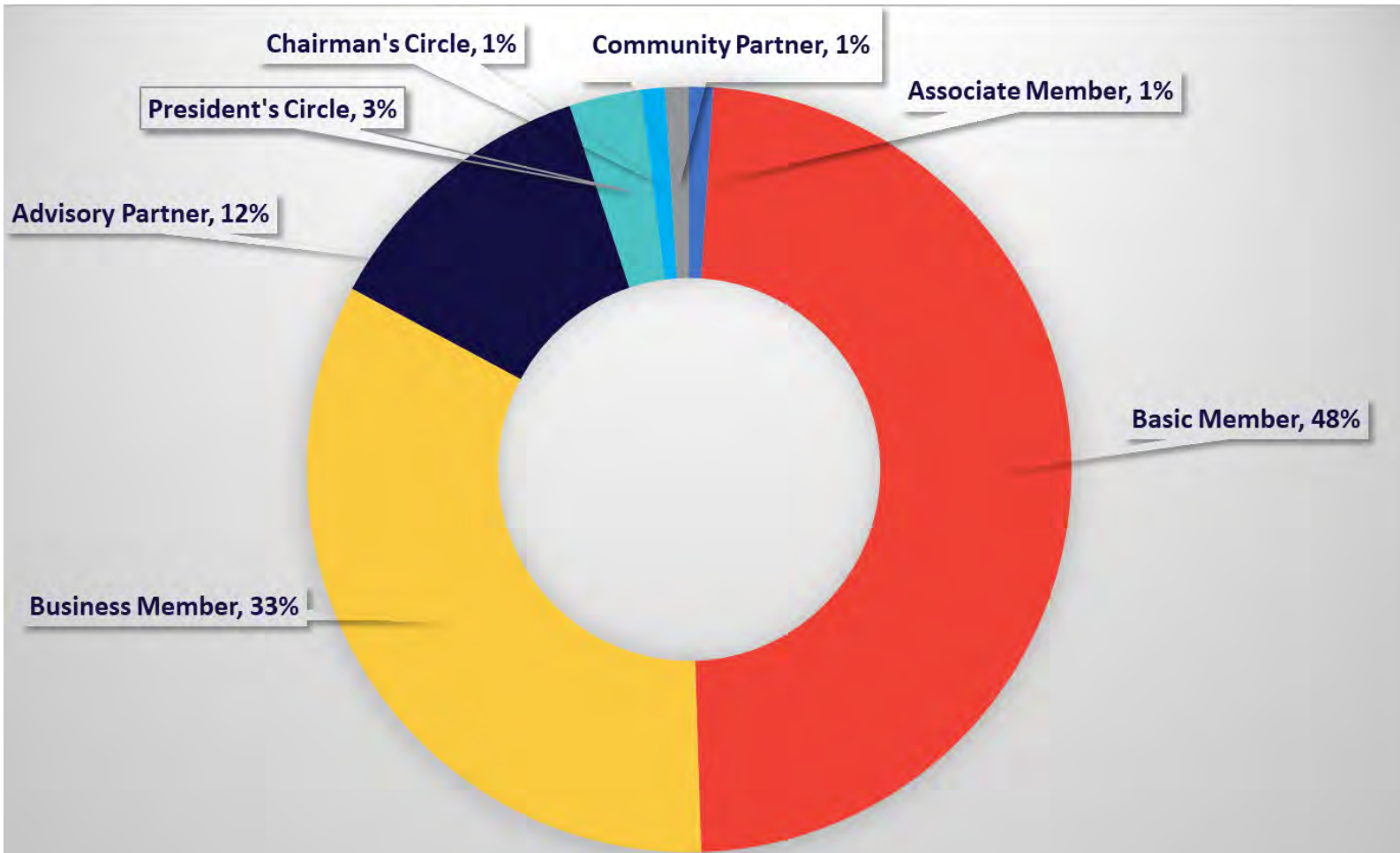
- 542 Members
- 69 New Members



Chamber Stats



Membership Levels

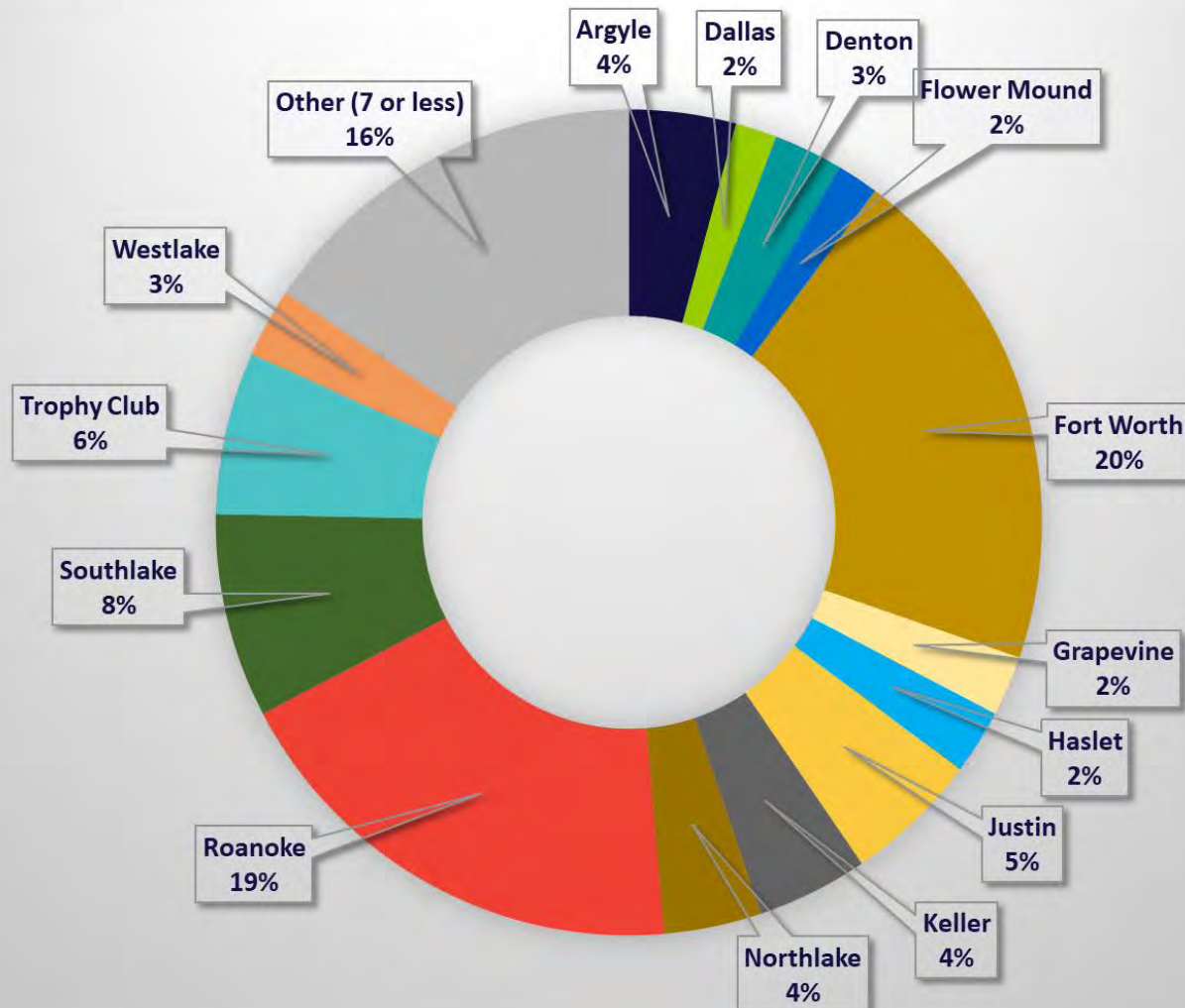


As of
12.31.19

Chamber Stats



Members by Community



As of
12.31.19

Member Partners



Chairman's Circle



SALLY BEAUTY®



Member Partners



President's Circle



Event Partners



Platinum



Gold



Event Partners



Silver



Bronze

- City of Haslet
- City of Roanoke
- Northwest ISD
- Town of Argyle
- Town of Northlake
- Town of Trophy Club
- Town of Westlake

2020 Board of Directors



Officers

- Chairman Glenn Wallace, **Medical City Alliance**
- Chair-Elect Donald Richmond, **Fidelity Investments**
- Vice Chair Stewardship / Prosperity Mark Miller, **Hillwood, A Perot Company**
- Vice Chair Business Relations Jeff Ackerson, **Charles Schwab & Co. Inc.**
- Treasurer Hogan Page, **First State Bank Roanoke**
- Secretary Sally Aldridge, **Metroport Chamber** (non-voting)
- Past Chair Tracy Martinez, **Texas Health Harris Methodist Hospital Alliance**

2020 Board of Directors



Directors

- Von Beougher, **McAdams Company, Inc.**
- Bravis Brown, **BPS Just Energy Technology (BPS Jet)**
- John Delin, **Integrity Group, LLC**
- Jennifer Elliott, **CoServ Electric**
- Allison Hayes, **Frost Bank**
- Shane Harris, **RGA Architects, Inc.**
- Marianne Henderson, **iOffice**
- Sam Leopard, **FastSigns Alliance**
- Tonia McCloud, **TexOp Construction, LP**
- Brad Roblyer, **The Thompson Group at Classic Chevrolet**

New Name / New Look



Connecting the Alliance Region Since 1988



Coronavirus Resources



Membership Tools

- 11 Coronavirus E-blasts with latest news, resources & financial assistance
- Weekly virtual meetings with governmental and chamber-related organizations
- Partnered with Denton and Tarrant County to promote business grant programs.
- COVID-19 webpage with updates/resources
- Community non-profits webpage
- Member Marketplace promo webpage & E-blasts
- Member survey-results shared with local and state
- Enabled monthly payments for Member renewals

Coronavirus Resources



[Join Chamber >](#) [Download App >](#) [Member Login >](#)

[WHY JOIN](#) [ECONOMIC DEVELOPMENT](#) [CO-WORKING / OFFICE](#) [PROGRAMS](#) [SIGNATURE EVENTS](#) [MEMBERSHIP](#) [ABOUT](#)

RESOURCES: COVID-19

Coronavirus Business Resources

In an effort to assist our business community during this Coronavirus season, we have compiled the following helpful information and resources. If you have a question or need assistance, please contact us at 817-837-1000 or [Email](#). We're happy to help or connect you with the right resource.

Breaking Updates:

[Texas Return to Work Initiative](#)

[Governor Announces Statewide Face Covering Requirement: Limits Gatherings](#)

Informative Links:

- [Tarrant County](#)



Connecting the Alliance Region Since 1988

[ARGYLE](#) | [HASLET](#) | [JUSTIN](#) | [NORTHLAKE](#) | [ROANOKE](#) | [Trophy Club](#) | [Westlake](#)

July 2, 2020 - A Communication Update on COVID-19

Grants for Tarrant County Businesses (outside of Fort Worth)

Tarrant County Small Business Assistance Grant Program

You may be eligible for up to \$10,000 in grant funds if your business:

- Had 25 or less FTE employees as of March 1, 2020
- Is located in Tarrant County, outside City of Fort Worth
- Was in operation as of January 1, 2020
- Was closed or partially closed due to COVID-19



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May 19, 2020 - A Communication Update on COVID-19

Re-Open Texas: Phase Two

Governor Greg Abbott announced that Phase Two of re-opening Texas begins this week.

Please select the button to find updated dates and guidelines for organizations to re-open.

[Read Updates Here](#)



Roanoke Stimulus Package

In response to COVID-19 (Coronavirus), the City of Roanoke City Council and the Roanoke Economic and Industrial Development Corporation, a Type A economic development corporation, authorized a Stimulus Program to assist businesses negatively affected by the pandemic. Check out the details below.



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April 1, 2020 - A Communication Update on COVID-19

FREE WEBINAR
SPACE IS LIMITED
REGISTRATION
REQUIRED

[REGISTER](#)

THURSDAY, APRIL 2

11 AM - 12 PM CST

ONLINE WEBINAR

[REGISTER TODAY!](#)

How to Apply For SBA's Economic Disaster Loan Webinar

Chamber Members Online Event

The U.S. Small Business Administration (SBA) is offering Texas small businesses low-interest federal disaster loans for working capital to companies suffering substantial economic injury as a result of the Coronavirus (COVID-19).

SBA's Economic Injury Disaster Loan (or working capital loans) are available to small businesses, small agricultural cooperatives, small aquaculture businesses and most private non-profit organizations.

Tarrant County SBDC and SCORE Fort Worth will be leading an informational free workshop for multiple chambers to walk you through how to apply for the SBA's Economic Injury Disaster Loan.



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June 24, 2020 - A Communication Update on COVID-19

Grants for Denton County Businesses



Denton County launched Phase II of the OPEN (Operational Plan for Economic Normalization) Grant with \$20 million available through grants for businesses physically operating within Denton County. We encourage all Denton County businesses with **over 10 full-time employees** and **\$15M or less in annual revenues** that suffered a **substantial economic injury** due to COVID-19 to apply for a grant. The application period is **Phase II: June 22 - July 1, 2020**.

Coronavirus Resources



Virtual Events During “Lockdown”

- 9 ‘Coffee in the Kitchen’ Zoom meetings
- 5 ‘Quarantini Time’ Zoom meetings
- 7 educational webinars
- Virtual June Membership Luncheon



Coffee in the Kitchen!



Andy Eads
Denton County Judge

Hear the latest on new grants!



Quarantini Time!



Beverages may vary, but
cheers will abound!

Coronavirus Resources



Are You Thriving or Surviving?
Webinar is FREE Member Benefit!



Shane Bender
Bender CFO Services Inc.

Webinar - Financial IQ: What Business Owners Need to Know



Deborah Degner
The Leadership Bridge, LLC

Webinar: A Business Leader's Mindset - Creating Success In Our New Norm

Presented by: **LEGEND BANK**
IT'S OUR PRIVILEGE.

Coronavirus Moving Forward



Safe Networking Steps

- Only 6 seated per table at events
- Face masks or face shields required
- Social distance at 6' apart
- Meals served by venue / not self-serve
- Hand sanitizer available





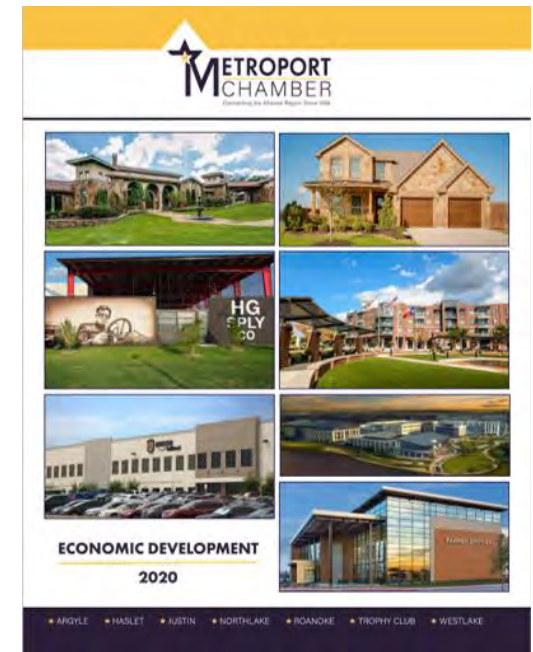
Working Together!



ED Initiatives



- Strategic Plan
- Annual Economic Development Brochure
- Annual Business Referral & Community Guide
- Regional Video
- Website – *MetroportChamber.org*
- Monthly Meetings
- NTCAR Booth



Alliance Development Forum



- 9th Annual
- 430+ Attendees
- Featured: AllianceTexas Mobility Zone
- Featured: Metroport Region Communities



Membership Luncheons



- Pre-COVID: Averaging 300+ attendees
- Post-COVID: 130+ attendees (August only)
- Annual community recognition
- Community updates
- State of the Communities Address rescheduled for April 2021



New Office Building



381 W. Byron Nelson Blvd., Roanoke
Chamber move scheduled for October
Co-Working and Lease Offices available Jan 2021

Member-Focused Building



- Designed as an **incubator space** to help entrepreneurs and small businesses **start, build & grow**
- Co-working space
- Small office lease space
- Conference room rental
- Organic networking
- On-site Chamber Team



Beyond the Brick Capital Campaign



OUR GOAL

...is to raise \$600,000 in cash commitments and in-kind contributions over the next three years to help fund construction, furniture, equipment, and rebranding.



MetroportChamber.org/beyondthebrick

Beyond the Brick Capital Campaign



Legacy Wall

How Can YOU Participate?

\$60,000 Legacy

Logo on Legacy Wall and exclusive naming rights of the board room or 1 of 2 co-working spaces

\$30,000 Benefactor

Logo on Legacy Wall and exclusive naming rights of 1 of 3 conference rooms

\$15,000 Visionary

Logo on Legacy Wall

Name on Legacy Wall

\$10,000 Leader

\$5,000 Steward

\$2,500 Supporter

\$1,000 Contributor

\$500 Builder

MetropportChamber.org/beyondthebrick

Beyond the Brick Capital Campaign



Heritage Wall

- Wall plaque displayed in the new building
- 4" x 8" \$100
- 8" x 8" \$250



Sample wall concept

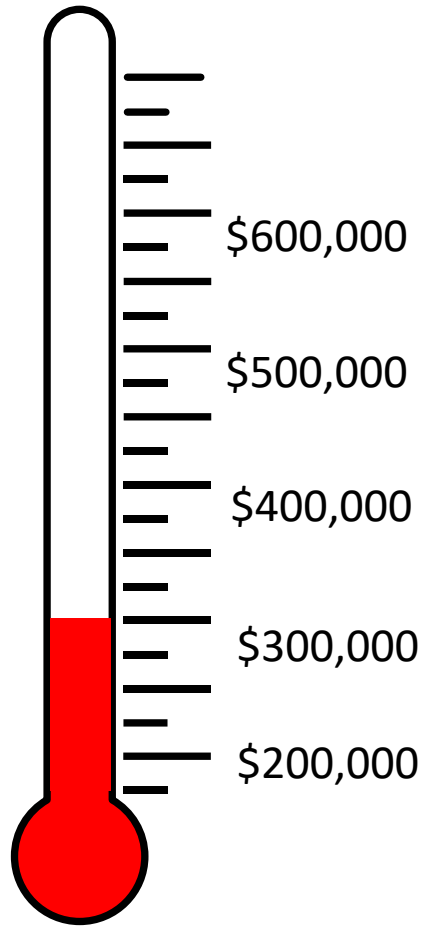
110% Club

- Donate 10% of Membership renewal



MetroportChamber.org/beyondthebrick

Beyond the Brick Capital Campaign



\$300,000+!

**We are thankful for
the contributions and
commitments to date.**

MetroportChamber.org/beyondthebrick

Building Partners



ALLIANCE



INTEGRITY GROUP
Developing & Building Dreams



JA DESIGN SOLUTIONS



SAMSUNG

Investors to Date



Benefactor



Steward

Mark and Tamme Miller

Supporter

Comfort Suites
Integrity Land Title
Pearl O. Ford
Pinnacle Bank

Contributor

United Propane Gas

Builder

EECU
JDM Janitorial Inc.
Kelvin and Kathy Waggoner

The Chamber & Northlake Together!



**SEVEN Communities. ONE Chamber.
ONE Goal: Success!**



**Thank You for Your
Support!**





STATE OF THE DISTRICT UPDATE

October 8, 2020

LEARNING PREFERENCE



100% Northwest ISD



MORE INFORMATION

For more information, visit
www.nisdtx.org/ReturnToLearn:

- Safety Protocols
- Safety Video
- Close Contact Defined

COVID Dashboard

Active Test-Confirmed Cases and Recovered Cases by Campus

Reporting Began September 14, 2020

● Active Test-Confirmed Cases ● Recovered Cases

45

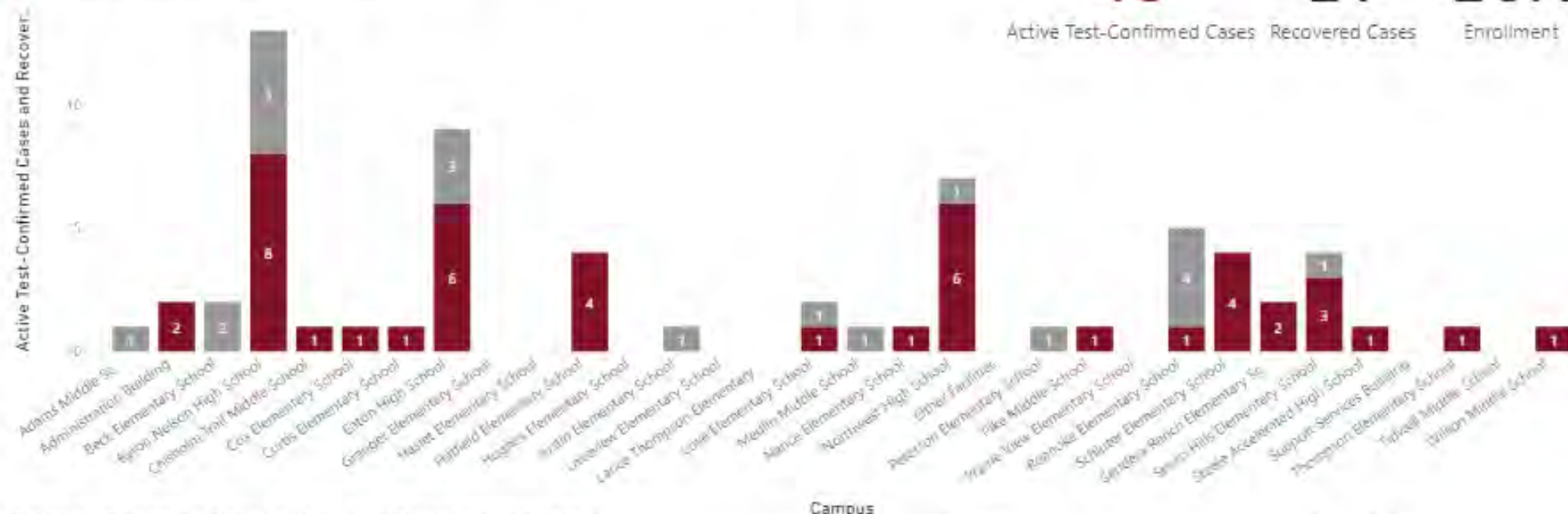
Active Test-Confirmed Cases

21

Recovered Cases

25K

Enrollment



Active Test-Confirmed Cases, Recovered Cases and Enrollment



● Active Test-Confirmed Cases
● Recovered Cases
● Enrollment

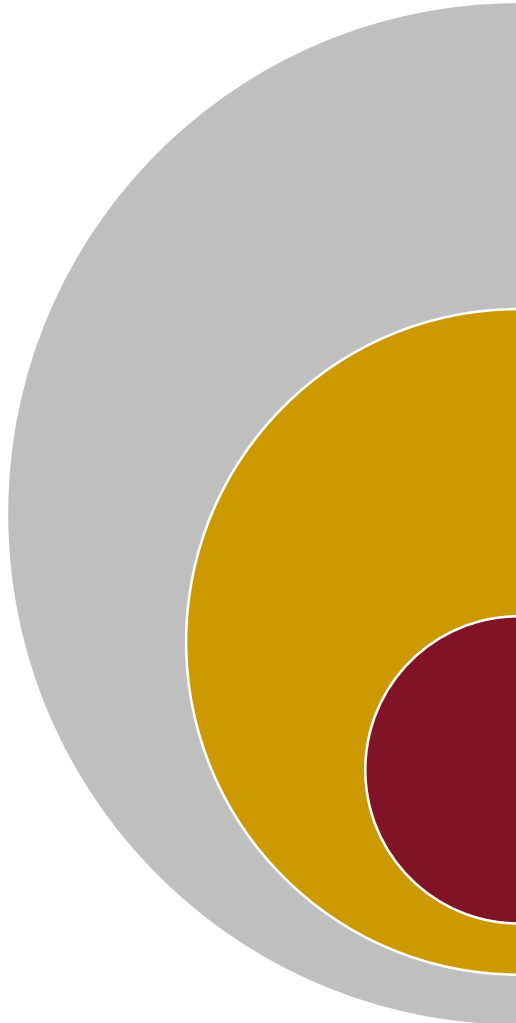
Campus

- Adams Middle School
- Administration Building
- Beck Elementary School
- Byron Nelson High School
- Chisholm Trail Middle School
- Cox Elementary School
- Curtis Elementary School
- Eaton High School
- Granger Elementary School
- Haslet Elementary School
- Hatfield Elementary School

School Type

- Elementary School
- High School
- Middle School
- Other

COVID NOTIFICATION



TIER I

Everyone on the campus receives a letter.

TIER II

Students who share a class or team activity receive a letter.

TIER III

Students who were considered to have close contact receive a letter to quarantine.

CONSTRUCTION UPDATE

CONSTRUCTION PROJECTS

Serving the Northlake Area

- NISD Aquatic Center
- Northwest High School PAC Renovation
- Medlin Middle School Classroom and Fine Arts Addition
- Tidwell Middle School Fine Arts Addition



Northwest ISD

BOND + VATRE



November 3, 2020

NISD November 3 Elections

1

Previously postponed Board of Trustee Election

2

Previously postponed Bond Election

3

Voter-Approval Tax Rate Election

Student Enrollment



2020-2021

26,280

2010: 15,370



2020: 25,230

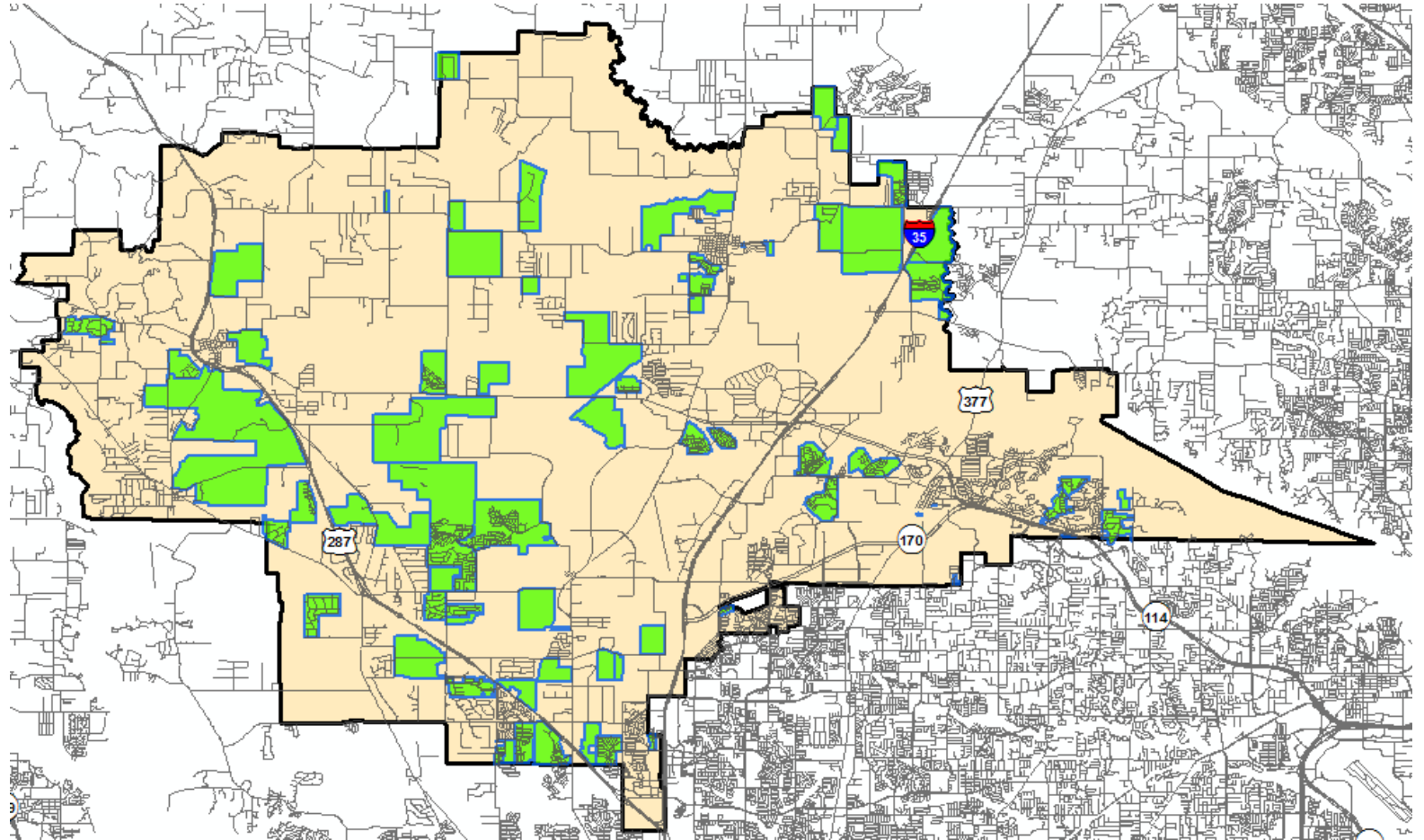


2030: 38,250



Active Housing Developments in NISD

- NISD Has Nearly 42,500 Planned, Future Lots
- 2,403 New Home Starts
- 2,297 New Home Closings
- 3,451 Vacant, Developed Lots
- 83 Housing Developments



Growth Will Continue in NISD

At 234 square miles, NISD is only about 25% percent built out with **2,000 -2,200 new homes** being built each year.

NISD is currently growing by approximately **1,100+ students** per year.

1,100+
NEW STUDENTS PER YEAR



6,115
NEW STUDENTS IN 5 YEARS



13,055
NEW STUDENTS IN 10 YEARS



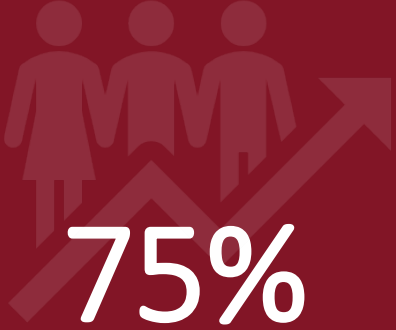
\$986.6 Million Bond Election

No Tax Rate Increase Required

Board Lowered I&S Tax Rate

5 Areas of Focus

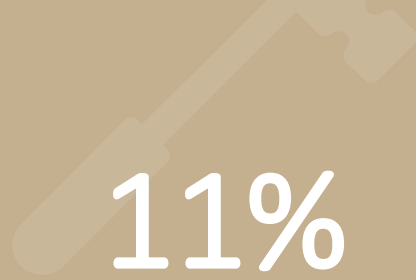
GROWTH



75%

\$739,160,500

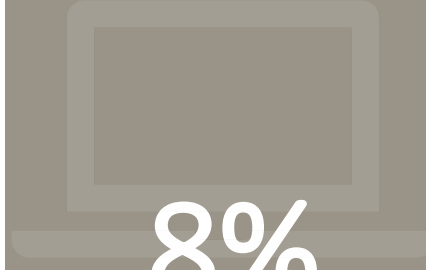
RENOVATIONS/
IMPROVEMENTS



11%

\$107,970,000

TECHNOLOGY



8%

\$81,938,600

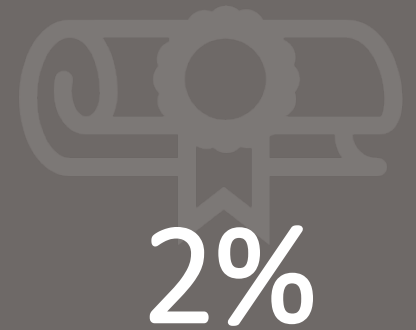
SAFETY



4%

\$35,170,600

PROGRAMS



2%

\$22,360,300

TOTAL PROPOSED BOND PACKAGE: \$986,600,000

NISDTXBOND.ORG

Student Population Growth

\$739,160,500

7 NEW SCHOOLS

- Elementary School #22
- Elementary School #23
- Elementary School #24
- Middle School #7
- Replacement School for Hatfield Elementary
- Replacement School for Seven Hills Elementary
- Replacement School for Pike Middle

New Elementary School Design



New Middle School Design



Student Population Growth

\$739,160,500

ADDITIONS & RENOVATIONS

- Pre-K Classroom Additions (14 Campuses)
- Northwest High School Addition and Renovation
- Nance Elementary Addition
- Enlarge HS Competition Gyms to Accommodate 6A
- Playgrounds
 - Additional Accessible Play Elements
 - Expand Play Space for PreK-1st Grades
- Central Campus & Support Operations Improvements

FUTURE SCHOOLS & TRANSPORTATION

- Design Fees for MS #8 and HS #4
- Land Acquisition for New Schools
- New Buses

Northwest High School Addition and Renovation



New Buses

Northwest High School Additions & Renovations

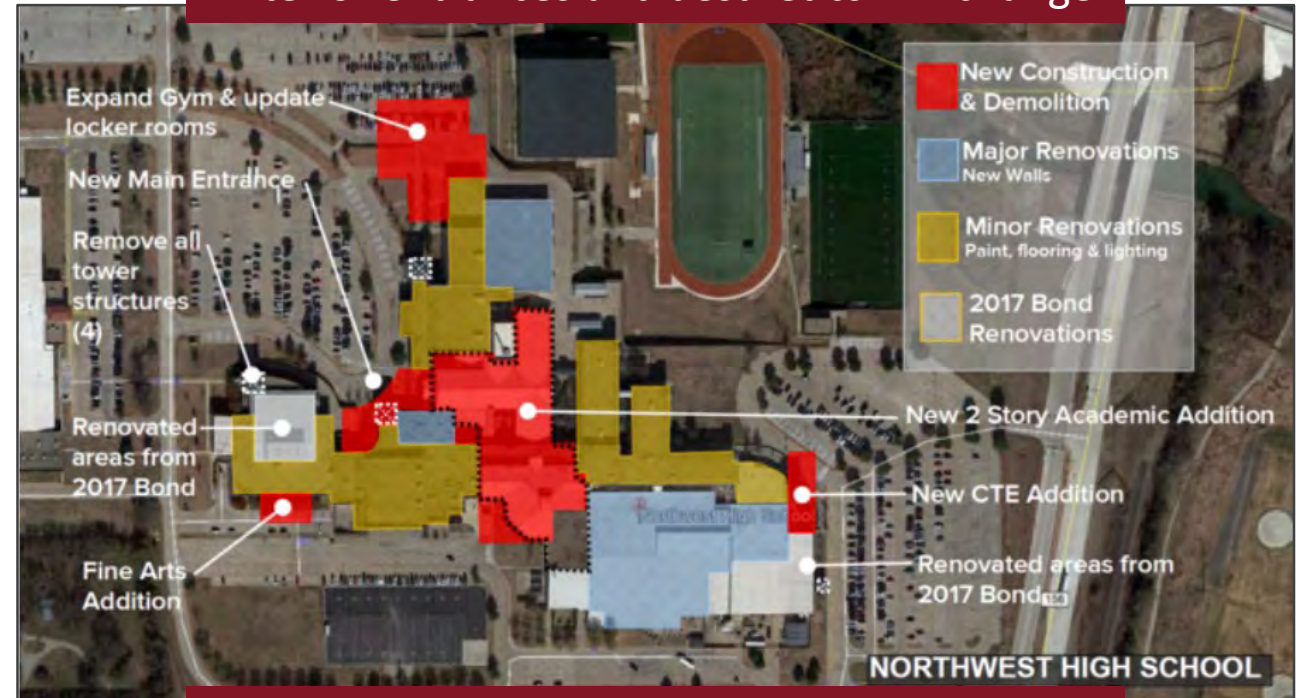
ADDITIONS & EXPANSIONS

- **Add 200,000 Square Feet** - Creating Capacity for 3,200 Students (like BNHS & EHS)
- **CTE** - Construction Management Program | JROTC Program
- **Athletics** - Enlarge Competition Gym | Add Ticket Booth | Expand Athletic Areas | Cover Baseball & Softball Batting Cages

REMODEL & RENOVATE

- **Exterior**
 - Create One Main Entrance
 - Update Aesthetics and Facades
- **Interior**
 - Significant Remodel of 340,000 Square Feet
 - Update Lights, Paint, Floors & Restrooms Throughout

Exterior entrances and aesthetics will change



Interior renovations throughout the building

Byron Nelson High School

Funded by 2005 Bond
Opened in 2009

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Expand Advanced Manufacturing Program to Include Robotics Space
- Add Paint Booth for Ag Shop
- Update Library Furniture
- Replace Carpet
- LED Lighting Retrofit

ATHLETICS

- Enlarge Competition Gym for 6A
- Cover Batting Cages and Bullpens
- Add Concessions and Restrooms
- Add Ticket Booths

Pike Replacement School

HISTORY

- Pre-Engineered Building Opened in 1993
- Converted in 1999 to High School “B” Building
- Converted in 2004 to Pike Middle School

CURRENT CAPACITY

- Cafeteria, Kitchen, Library, and Hallways are Undersized – Expansions in Current Location are Not Feasible
- Not Able to Accommodate Growth or Collaboration Spaces
- Undersized Stage which is Smaller than Most Elementary School Stages

CURRENT CONDITION

- Major Gas, Plumbing, and Power Lines are Aging and Undersized
- Some Lighting Replacement Needed
- Flooring Replacement Needed
- Roof Replacement Needed
- Site/Drainage Issues

Pike Middle School



CONSTRUCTING A NEW SCHOOL

- Could open by 2024-2025 school year
- Capacity for 1,200 students
- Modern learning environments like other new NISD middle schools
- Will be constructed on the same site as the current school. Once completed, the existing facility would be removed.

Medlin Middle School

Funded by 1996 Bond
Opened in 1998

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Cell Phone Boosters
- Device Refresh for Teachers and Students

P.E. & ATHLETIC UPDATES

- P.E. Gym: Replace Gym Floor, Bleachers, Wall Pads & Sound System
- Renovate Coach's Offices
- Renovate Weight Rooms
- New Tennis Courts (instead of using city-owned courts)

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Upgrade Life Skills Room
- Upgrade Skills for Living Classroom
- Update Classroom Furniture
- Update Library Furniture
- Replace Flooring
- Partial Roof Replacement
- Partial HVAC Replacement
- LED Lighting Retrofit

Tidwell Middle School

Funded by 2005 Bond
Opened in 2011

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Upgrade Project Lead the Way Lab
- Update Classroom Furniture
- Update Library Furniture
- Replace Carpet
- LED Lighting Retrofit
- Resurface Tennis Courts

Replacement Elementary Schools

HATFIELD ELEMENTARY

- Built in 1998
- 450 Capacity
- Replacement School (850-capacity) will be Constructed in Nearby Residential Neighborhood
- Current School will be Repurposed for Administrative Use

SEVEN HILLS ELEMENTARY

- Built in 1988
- 650 Capacity
- Replacement School (850-capacity) will be Built on Same Site
- Current School will be Removed once New School is Built

Hatfield – NISD Central's Campus in Justin



Seven Hills – Newark



Love Elementary School

Funded by 2008 Bond
Opened in 2009

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Add Pre-K Classrooms with Restrooms
- Update Classroom Furniture
- Update Library Furniture
- Replace Carpet
- Replace Stage Sound System
- LED Lighting Retrofit

PLAYGROUND UPDATES

- Replace Surface
- Expand Play Space for PreK-1st Grades
- Add Additional Accessible Play Elements

Justin Elementary School

Funded by 1990 Bond
Opened in 1992

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Upgrade Fire Alarm Panels
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Copper Wiring
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Add Pre-K Classrooms with Restrooms
- Update Library Furniture
- Replace Flooring
- Partial Roof Replacement
- Partial HVAC Replacement
- Replace Stage Sound System
- LED Lighting Retrofit

PLAYGROUND UPDATES

- Replace Surface
- Expand Play Space for PreK-1st Grades
- Add Additional Accessible Play Elements

Lance Thompson Elementary School

Funded by 2017 Bond
Opened in 2019

SAFETY & SECURITY

Over the next several years, NISD would update security equipment used across the district. These updates will include:

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

As technology devices for teachers and students are refreshed across the district, devices would be updated here as well.

PLAYGROUND UPDATES

To be equitable with accessibility updated proposed across the district, the following playground updates would occur:

- Expand Play Space for Pre-K – 1st Grades
- Add Additional Accessible Play Elements

Roanoke Elementary School

Funded by 2008 Bond
Opened in 2010

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Add Pre-K Classrooms with Restrooms
- Update Classroom Furniture
- Update Library Furniture
- Replace Carpet
- Replace Stage Sound System
- LED Lighting Retrofit

PLAYGROUND UPDATES

- Replace Surface
- Expand Play Space for PreK-1st Grades
- Add Additional Accessible Play Elements

Cox Elementary School

Funded by 2008 Bond
Opened in 2013

SAFETY & SECURITY

- New Access Control
- Technology to Enhance Security
- Upgrade Security Cameras
- Convert Analog Radios to Digital and Add Repeaters

TECHNOLOGY

- Fiber Upgrades
- Cell Phone Boosters
- Device Refresh for Teachers and Students

INSTRUCTIONAL SPACES & CAPITAL IMPROVEMENTS

- Add Pre-K Classrooms with Restrooms
- Update Classroom Furniture
- Update Library Furniture
- Replace Carpet
- Replace Stage Sound System
- LED Lighting Retrofit

PLAYGROUND UPDATES

- Replace Surface
- Expand Play Space for PreK-1st Grades
- Add Additional Accessible Play Elements

Pre-K Classroom Additions

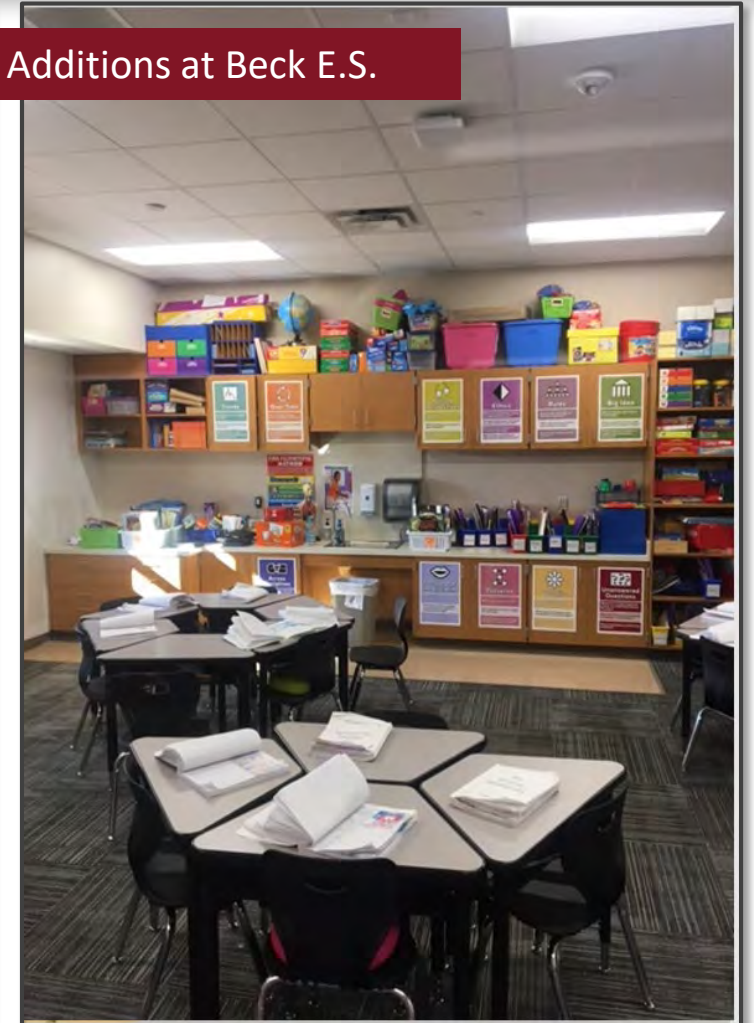
PRE-K CLASSROOMS

- State Mandated Full-Day Program (House Bill 3)
- 14 Additions to Allow for Pre-K Classrooms at All Elementary Schools:

Cox	Nance
Curtis	Peterson
Granger	Prairie View
Hughes	Roanoke
Justin	Schluter
Lakeview	Sendera Ranch
Clara Love	J.C. Thompson
- Additions to Include Age-Appropriate Restrooms



2017 Bond - Pre-K Additions at Beck E.S.



Renovations/Improvements at Existing Facilities

\$107,970,000

REPLACEMENT CYCLES

- Flooring (16 Campuses)
- Roofs (6 Campuses)
- Fire Alarm Panels (3 Campuses)
- HVAC (9 Campuses)
- Turf (3 Fields)

FURNITURE

- Classroom Furniture at Elementary and Middle Schools (14 campuses)
- Library Furniture (18 campuses)

IMPROVEMENTS

- LED Lighting (throughout the district)
- Replace Playground Surfaces (all elementary schools with woodchips)
- Renovate Coach's Offices at Older Middle Schools

New Flooring Example



New Furniture Example



Woodchips Replaced with Turf or Rubber



Technology Infrastructure & Devices

\$81,938,600

DEVICES

- Teacher Devices
- Student Devices

Any bonds issued for technology devices will not exceed three years.

ACCESS

- Anytime/Anywhere Wi-Fi for Long-Trip Buses

INFRASTRUCTURE

- Data Center Equipment Upgrades
- Technology Infrastructure Upgrades
- Resilient Fiber Connectivity for Future Campuses
- Re-cable Fiber and Copper within Older Buildings
- Replace Remaining Projectors with TVs



Safety & Security of Students & Staff

\$35,170,600

TECHNOLOGY

- Cameras
- Cyber Security Infrastructure
- Informacast PA
- Campus Internal Backbone Fiber Replacement
- Access Control Upgrades for Exterior Doors
- Independent Phone & PA Connectivity
- Radio & Repeater Upgrades
- Cell Phone Signal Boosters

OTHER

- Call Center Renovations & Equipment
- Perimeter Fencing at Hughes Elementary



New Security Cameras

Summary of 5 Areas of Focus

TOTAL PROPOSED BOND PACKAGE: \$986,600,000

GROWTH

75%

\$739,160,500

- 7 New Schools
3 Elementary
1 Middle
3 Replacements
- Northwest HS Expansion
- Nance ES Expansion
- Pre-K Classrooms

RENOVATIONS/ IMPROVEMENTS

11%

\$107,970,000

- Roofs
- Flooring
- HVAC
- LED Lighting
- Furniture
- Playgrounds

TECHNOLOGY

8%

\$81,938,600

- Infrastructure Upgrades
- Student Device Refresh
- Teacher Device Refresh

SAFETY

4%

\$35,170,600

- Cameras
- Cyber Security
- Access Control
- Radio Upgrades
- Cell Phone Boosters

PROGRAMS

2%

\$22,360,300

- CTE Program Upgrades
- Baseball, Softball, Tennis
- Life Skills Classroom

New State Laws for School Bond Elections

Bond Propositions and Ballot Language

Required Propositions – SB 30 Requires Separate Ballots

- **Proposition A:** Majority of items serving the growth and general needs
- **Proposition B:** Recreational facilities (tennis courts, baseball and softball fields, outdoor track and field, etc.)
- **Proposition C:** Work related to stadiums with seating for 1,000+
- **Proposition D:** Technology devices for staff and students

Ballot Language – HB 3 Requires “THIS IS A PROPERTY TAX INCREASE.”

Bond Ballot Language

Proposition A

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION A		
FOR	_____	) THE ISSUANCE OF \$937,702,000 OF BONDS BY THE NORTHWEST INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES AND THE PURCHASE OF LAND, BUSES AND VEHICLES AND LEVYING THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.
AGAINST	_____	)

Proposition C

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION C		
FOR	_____	) THE ISSUANCE OF \$8,840,000 OF BONDS BY THE NORTHWEST INDEPENDENT SCHOOL DISTRICT FOR TEXAN STADIUM AND NORTHWEST ISD STADIUM AND LEVYING THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.
AGAINST	_____	)

Proposition B

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION B		
FOR	_____	) THE ISSUANCE OF \$23,573,000 OF BONDS BY THE NORTHWEST INDEPENDENT SCHOOL DISTRICT FOR RECREATIONAL FACILITIES AND LEVYING THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.
AGAINST	_____	)

Proposition D

NORTHWEST INDEPENDENT SCHOOL DISTRICT SPECIAL ELECTION NORTHWEST INDEPENDENT SCHOOL DISTRICT PROPOSITION D		
FOR	_____	) THE ISSUANCE OF \$16,485,000 OF BONDS (WITH A MAXIMUM MATURITY OF THREE YEARS) BY THE NORTHWEST INDEPENDENT SCHOOL DISTRICT FOR INSTRUCTIONAL TECHNOLOGY AND LEVYING THE TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.
AGAINST	_____	)

No tax rate increase is required as a result of the 2020 bond election.

Bond Propositions on NISD Ballot

PROPOSITION

A

**School Facilities & Capital
Improvements**

\$937,702,000

PROPOSITION

B

**Other Recreational
Facilities**

\$23,573,000

PROPOSITION

C

**Renovations to
Stadiums**

\$8,840,000

PROPOSITION

D

Technology Devices

\$16,485,000

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Bond Propositions on NISD Ballot

PROPOSITION

A

School Facilities & Capital Improvements

3 New Elem. Schools
2 Replacement Elem. Schools
1 New Middle School
1 Replacement Middle School
NHS Additions & Renovations
Nance Elementary Additions
Pre-K Additions (13)
Design Fees for MS #8 & HS #4
Relocation of Support Services
Relocation of Central Bus Facility
Improvements to Central Campus
Land Acquisition
Capital Improvements -
(Flooring, Roofs, HVAC, Fire Alarm Panels, Lighting)

Safety & Security
Technology Infrastructure
Playground Expansions
Classroom & Library Furniture Upgrades
CTE Program Expansions & Additions
Special Education Classroom Improvements
High School Gymnasium Expansions
Middle School Coach's Office Renovations
Upgrade Elem. Fine Arts Sound Systems
Additional Buses

PROPOSITION

B

Other Recreational Facilities

Tennis & Football Field at M.S. #7
Add Ticket Booths (3)
Cover Baseball & Softball Batting Cages (24)
Add Concessions and Restroom for Soccer & Football at BNHS
Add Concession for Baseball & Softball at EHS
Expand Weight Rooms (2 M.S.)
M.S. Tennis Courts Resurfacing (5)
Add Tennis Courts at Medlin
LED Lighting at Tennis, Baseball, Softball & Sub Varsity Fields
Turf Replacement Cycle (2 Fields)
Design Fees for Sports Fields & Courts at M.S. #8 & H.S. #4

PROPOSITION

C

Renovations to Stadiums

Updates to *Texan Stadium
LED Lighting at Stadiums
Turf Replacement Cycle at Texan Stadium
Carpet Replacement Cycle at NISD Stadium
Roof Replacement Cycle at NISD Stadium

**Texan Stadium is NISD's track and field complex, located west of the NISD Stadium.*

PROPOSITION

D

Technology Devices

Technology *Devices for Students and Teachers

**NISD currently issues Chromebooks to students grades 3-12 and shared Chromebooks to students grades K-2. Teachers are issued a laptop and iPad.*

Any bonds issued for technology devices will not exceed three years.

NISDTXBOND.ORG

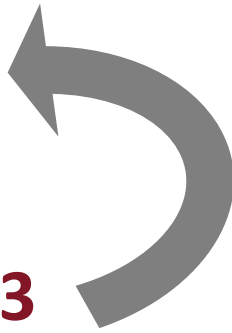
Voter-Approval Tax Rate Election

Will Restore Total Tax Rate to less than the 2018 rate

4.63 Cent Tax Rate Increase Compared to 2019

NISD Tax Rate History

	M&O	+	I&S	=	TOTAL
2015	\$1.04		\$.4125		\$1.4525
2016	\$1.04		\$.4125		\$1.4525
2017	\$1.04		\$.45		\$1.49
2018	\$1.04		\$.45		\$1.49
2019	\$0.97		\$.45		\$1.42
2020	\$1.0463		\$.42		\$1.4663



Restoring the Total Tax Rate
to less than what it was two years ago.

Why is a VATRE Proposed?

- Under HB3, Northwest ISD is losing \$10 to \$15 million per year in revenue.
- If VATRE is approved by voters, NISD can access 13 additional pennies – approximately \$21 million – per year.

Current Budget Considerations

1. Maximize NISD's tax rate to bring as much revenue into the district as possible. Requires a Voter-Approval Tax Rate Election (VATRE).
2. Reduce baseline campus, program, and department expenditures to a point that mirrors future revenue amounts.
3. Reduce overall expenditure growth to \$9 million per year.

Budget and TRE History

2019-2020

- NISD adopted \$20 million budget deficit
- Board was set to call TRE
- HB3 cancelled TRE process for 2019-2020 school year
- \$7 to \$10 million from NISD Fund Balance will be used for deficit

2020-2021

- NISD adopted \$25 million budget deficit
- Board calls VATRE

Budget Scenario

Without VATRE

2020-21 Revenue:	\$230.9 M
Expenditures:	\$256.0 M
Deficit:	— \$ 25.1 M

With VATRE

2020-21 Revenue:	\$251.9 M
Expenditures:	\$256.0 M
Deficit:	— \$ 4.1 M

VATRE Ballot Language

PROPOSITION

E

Voter-Approval Tax Rate Election

Ratifying the ad valorem tax rate of \$1.4663 per \$100 valuation in Northwest Independent School District for the current year, a rate that will result in an increase of 17 percent in maintenance and operations tax revenue for the district for the current year as compared to the preceding year, which is an additional \$33,329,382.

Due to state recapture laws, NISD will keep approximately \$21 million of this amount.

Tax Information

NISD's Tax Rate Comparison

2019 Tax Rate

M&O = \$0.97

I&S = \$0.45

Total = \$1.42

Proposed 2020 Tax Rate

M&O = \$1.0463

I&S = \$0.42

Total = \$1.4663

4.63 Cent Increase Compared to 2019

NISD's 2020-21 Tax Rate

Without VATRE

M&O = \$0.9163

I&S = \$0.42

Total = \$1.3363

With VATRE

M&O = \$1.0463

I&S = \$0.42

Total = \$1.4663

Homeowners Age 65 & Over

Are school taxes frozen for homeowners 65 & older?

Yes. Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older cannot be increased above the amount paid in the first year after the person turned 65 unless significant improvements are made to the home.

The Over 65 Homestead Exemption Application must be filed with the local appraisal district.

Voting Information

Voting Information

EARLY VOTING

Monday, October 13 –
Friday, October 30, 2020

ELECTION DAY

Tuesday, November 3, 2020
7 AM – 7 PM

Details on times and locations at
nisdtxbond.org/voting-info

Bond Proposal

PREPARING FOR MORE THAN 5,000 NEW STUDENTS IN THE NEXT FIVE YEARS, THE NORTHWEST ISD SCHOOL BOARD VOTED UNANIMOUSLY TO HOLD A BOND ELECTION ON MAY 2, 2020 WHICH WAS POSTPONED DUE TO COVID-19. IN ADDITION TO THE BOND ELECTION, THE BOARD ALSO CALLED A VOTER-APPROVAL TAX RATE ELECTION (VATRE) TO BE HELD SIMULTANEOUSLY ON NOVEMBER 3, 2020.

Tax Information

Voter-Approval Tax Rate Election

Bond Election

The \$986.6 million bond package will accommodate growth in student enrollment, update aging conditions and address evolving student programs.

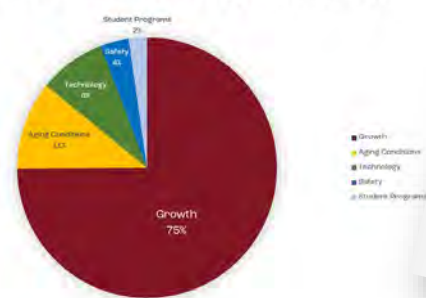
LEARN MORE ABOUT THE BOND

Voter-Approval Tax Rate Election	Bond Br
----------------------------------	---------

If approved, the VATRE could result in an additional state and local funding which expenses like teacher salaries, student program expenses.

LEARN MORE ABOUT

Bond Breakdown by Category



WHAT IS A MET

A Voter-Approval Tax R...
maintenance and operati...
additional funding which...
proposed bond package.

WHY DID NISD CALL A VATRE

Under House Bill 3, Northwest ISD VATRE is approved. It would allow approximately \$21 million per year, at current level of education and meet it would prevent \$25 million in 10 years.

The 86th Texas Legislature passed House Bill 100, which reformed the school finance system and introduced a new property tax system. The bill aimed to compress the tax rate in order to give relief to districts that rely on property taxes. Instead of the Board of Trustees, the new system would allow districts to set their own tax rates.

	2009-14	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	
ELEMENTARY SCHOOLS		New Elementary #20 (Barford #10) Elementary Renovation New Classroom Addition	New Elementary #21 New Classroom Addition Justford Renovation	Break Classroom Addition New Elementary #22 Stevens Hill Renovation	Break Classroom Addition New Elementary #23						
MIDDLE SCHOOLS		Mobile School New Area Addition + Renovation Mobile Addition		New Mobile School #7	Design Challenge For Mobile School #8 New Mobile School Renovation	Construction of Mobile School #9					
HIGH SCHOOLS		Expand Existing HS #3 (HS)			HS #1 Expansion	Design Challenge For Comprehensive High School #4			Construction of Comprehensive High School #4 New School #5		

BULLY BUREAU
 2020-2025
 Design Challenge Only
 10 Years School Programs

Debt Services Fund
(Interest & Sinking)

Principal and interest payments on debt issued

FOR SCHOOL DISTRICTS, THIS INCLUDES:

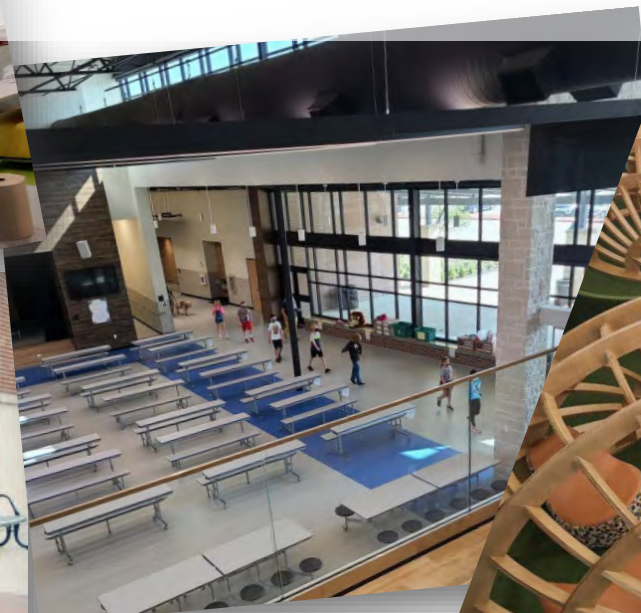
- New construction
- Renovations
- HVAC Systems
- Roofing
- Technology

FOR THE AVERAGE CITIZEN, THIS IS SIMILAR TO:

- Mortgage
- Home renovation
- Major appliances
- Land
- Car

This bond election will not affect the I&S rate. The rate was lowered by \$0.03 on August 10.

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THANK YOU!

TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: OCTOBER 8, 2020

ITEM: PROCLAMATIONS





TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

NO. 20-5

A PROCLAMATION AUTHORIZING THE MAYOR TO PROCLAIM THAT THE TOWN OF NORTHLAKE, TEXAS, IS DESIGNATING THE MONTHS OF OCTOBER 2020 AND APRIL 2021 FOR BEAUTIFICATION PURPOSES

WHEREAS, the Town Council of the Town of Northlake, Texas wishes to proclaim the months of **October 2020 and April 2021** for beautification purposes; and

NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, HEREBY RESOLVES:

SECTION 1. To designate the months of April and October for all residents and property owners to clean-up, remove trash and debris from around their properties and along the highways and roads throughout the corporate limits of Town; and

SECTION 2. To designate **Saturday, October 24th, 2020** and **Saturday April 24th, 2021** for the collection date and to provide roll-off containers for larger items to be placed at the following location:

Public Works Building 1400 FM 407 Parking Lot

PASSED AND APPROVED ON THIS THE 8th DAY OF OCTOBER 2020.

Town of Northlake, Texas

David Rettig, Mayor

Seal:

TOWN OF NORTHLAKE Cleanup Day



SATURDAY, OCTOBER 24, 2020

NORTHLAKE PUBLIC WORKS ♦ 1400 FM 407, NORTHLAKE, TX 76226

PROOF OF NORTHLAKE RESIDENCY (PHOTO ID) REQUIRED

ACCEPTED ITEMS

BULK AND HEAVY TRASH:

Bulk waste includes waste not generated on a regular basis, including:

Furniture (couch, table, mattress, box spring, desk, dresser, etc.); Refrigerators and AC Units (MUST be tagged with a Freon evacuation certificate by a licensed agent); Appliances (washer, dryer, dishwasher, etc.); Hot Water Heaters; Fencing/Decking/Siding (please remove nails, cut into lengths 4' or less, and tie and bundle under 50 pounds); Trampolines (broken down); Basketball goals (broken down into sections 4' or shorter, no concrete in base or poles); Carpeting/Flooring (please cut into lengths 4' or shorter and tie, bundle under 50 pounds)

ITEMS NOT ACCEPTED

NO HAZARDOUS CHEMICALS OR MATERIALS

Hazardous Material of any kind; Dirt; Waste generated by a private contractor (remodeling, landscaping); Rocks; Motor Oil; Pesticides/Insecticides; Gasoline/Kerosene; Medical Waste; Bricks; Tile; Batteries; Paint (liquid); Gasoline; Fertilizer; Concrete; Tires; Pool Chemicals; Cooking Oil

FOR MORE INFORMATION, PLEASE VISIT OUR WEBSITE AT
UPDATE WITH LINK TO CLEANUP DAY PAGE



WWW.TOWN.NORTHLAKE.TX.US





TOWN OF NORTHLAKE, TEXAS
OFFICIAL PROCLAMATION

No. 20-6

A PROCLAMATION RECOGNIZING THE IMPORTANCE OF MUNICIPAL COURTS, THE RULE OF LAW, AND THE FAIR AND IMPARTIAL ADMINISTRATION OF JUSTICE

WHEREAS, municipal courts play a significant role in preserving public safety and promoting quality of life in Texas;

WHEREAS, more people come in contact with municipal courts than all other Texas courts combined and public impression of the Texas judicial system is largely dependent upon the public's experience in municipal court;

WHEREAS, the Town of Northlake established the Northlake Municipal Court in March 1999;

WHEREAS, state law authorizes a municipality to either appoint or elect a municipal judge for a term of office, the Northlake Municipal Court Judge is appointed by the Town Council every two years;

WHEREAS, the procedures for the Northlake Municipal Court operations are set forth in the Texas Code of Criminal Procedure and other laws of the State of Texas;

WHEREAS, the Town of Northlake is committed to the notion that our legal system is based on the principle that an independent, fair, and competent judiciary will interpret and apply the laws that govern us and that judges and court personnel should comply with the law and act in a manner that promotes public confidence in the integrity and impartiality of the judiciary;

WHEREAS, Northlake Municipal Judge is not a policy maker for the Town of Northlake but is bound by the law and the Canons of Judicial Conduct and is required to make decisions independent of the governing body of the Town Council, town officials, and employees;

WHEREAS, the Town Council recognizes that the Constitution and laws of the State of Texas contain procedural safeguards in criminal cases for all defendants, including indigent defendants, and supports the Northlake Municipal Court in complying with such legal requirements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS THAT THE WEEK OF NOVEMBER 2ND – 6TH, 2020, IS HEREBY RECOGNIZED AS MUNICIPAL COURT WEEK IN RECOGNITION OF THE FAIR AND IMPARTIAL JUSTICE OFFERED TO OUR CITIZENS BY THE MUNICIPAL COURT OF NORTHLAKE.

David Retting, Mayor

Date

SEAL:

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: LGC SECTION 29.002 AND SECTION 29.004(B)

SUBJECT: MUNICIPAL COURT WEEK, NOVEMBER 2ND – 6TH, 2020



Background:

On March 11, 1999, the Northlake Town Council passed an ordinance to create a municipal court under Texas Local Government Code Section 29.001. The established court is for the trial of misdemeanor offenses with such powers and duties as prescribed by the laws of the State of Texas.

Current Court Staff~

LeAnn Oliver	Court Administrator	2008 – current	12 years
Micheale Lane	Court Clerk	2002 – current	18 years
Brittany Tamayo	Court Clerk	2017 – current	7 years

On March 11, 1999, the Northlake Town Council passed an ordinance to provide for the appointment of a Municipal Court Judge under Texas Local Government Code Section 29.004(b). The Judge serves for a term of 2 years, concurrent with the term of the mayor, or until his or her successor has been qualified. The municipal judge shall comply with the statutory training requirements to serve as municipal judge.

Thomas W. Hobbs	Municipal Court Judge	1999 – current	21 years
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TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: OCTOBER 8, 2020

ITEM: BRIEFING ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF DOC.: TEXAS LOCAL GOVERNMENT CODE CHAPTER 9 HOME-RULE
MUNICIPALITY, SECTION 9.002 SELECTION OF CHARTER COMMISSION

SUBJECT: MAYORAL CHARTER COMMISSION APPOINTMENTS



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

Per Texas State statute, a municipality with over 5,000 residents may begin the home rule charter adoption process by appointing a charter commission. Initial charter creation does not specify the number of members on the commission, but other areas of the statute prescribed a minimum of fifteen members. Mayor Rettig has proposed a twenty-member commission. The commission will self-organize their schedule, consultants, pace, etc., delivering their charter proposal by February, in order to be included on the May ballot.

MAYORAL APPOINTEE METHODOLOGY:

- Two resident appointees from each neighborhood by Mayor (14) to ensure diversity of viewpoints and representation
- One resident appointee by each Councilor (5)
 - Persons related to any Councilor by second degree of affinity or third degree of consanguinity to be affirmed by unanimous Council consent
- Mayor Pro Tem appointment to commission as chair (1)
 - Mayor Pro Tem to serve in place of Mayor due to commission defining Mayor's role
 - Serve as Council liaison and report routinely to Council at each meeting

MAYOR CHARTER COMMISSION APPOINTEES:

Member	Neighborhood	Member	Neighborhood
Tom Dudark	North Ridge Estates	Vince Goddard	Prairie View Farms
Theresa Ross	North Ridge Estates	Todd DiPietro	Rural Estate
Delinda Bailey	The Highlands	Tammi Nouci	Rural Estate
Jacqueline Fullerton	The Highlands	Nathan Fowlkes	Canyon Falls
Michaela Monson	Stardust Ranch	Shannon Joski	Canyon Falls
Wes Boyer	Stardust Ranch	Adam Quinn	Pecan Square
Nathan Fowler	Prairie View Farms	Summer Wright	Pecan Square

NEXT STEPS:

- Mayor declares commission appointments by proclamation
- Council to affirm appointment of Mayor Pro Tem as chair of commission
- Councilors select one representative each to commission

TOWN OF NORTHLAKE

HOME-RULE CHARTER COMMISSION APPOINTMENTS



OCTOBER 8, 2020



GOVERNMENT BY THE PEOPLE

- Enable residents to design their own government
- Direct Democracy powers
 - Initiative – voters can petition for items to be discussed
 - Referendum – voters can petition to repeal ordinances or Council can submit ordinance to voters
 - Recall – voters can petition to vote elected official out of office
- Term limits on elected officials
- Number of elected officials
- Length of terms of office

CLARIFY ROLES OF MAYOR AND MANAGER

- Currently functioning as a hybrid
 - Mayor – chief executive officer
 - Administrator – chief administrative officer
- Town becoming too complex to function with two decision makers
 - Mayor's workload increasing towards full-time
 - Council expressing desire for more direct control of administrator

POWERS OF HOME-RULE MUNICIPALITY

- Customize ordinances to suit Town
- Ability to regulate areas not specified in statute
 - Example: Indoor smoking ban
- Ability to set more appropriate fine amounts
 - Versus \$2,000 standard or modified by Judge
- Provides a higher status when negotiating with other municipalities
- Avail Town to powers, if reinstated by Legislature

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF DOC.: FIRE AND BUILDING CODES (ARTICLE 4.02 & 6.02 OF THE CODE OF ORDINANCES)

SUBJECT: PROPOSED UPDATES TO FIRE AND BUILDING CODES



GOALS/OBJECTIVES:

- Responsibly Manage Growth (Council Goal)

CURRENT FIRE & BUILDING CODES:

- 2006 International Codes (I-Codes) adopted in 2009
 - International Building Code (IBC)
 - International Residential Code (IRC)
 - International Mechanical Code (IMC)
 - International Plumbing Code (IPC)
 - International Energy Conservation Code (IECC)
 - International Fuel Gas Code (IFGC)
 - 2005 National Electrical Code (NEC) adopted in 2009
 - 2009 International Fire Code (IFC) adopted in 2012
- All adopted codes include NCTCOG Regional amendments*

WHY ADOPT NEWER CODES?

- ISO Building Codes Effectiveness Classification set to go up if newer code not adopted. Lower ISO rating can lead to lower insurance rates.
- The differences between the current codes and proposed codes are mostly minor, and most builders in Northlake are already building to newer codes.
- The proposed newer code will be more consistent with other municipalities in the region. The proposed fire code will be consistent with the other communities served by the ESD.
- Newer codes help maintain quality and preserve property values.

PROPOSED FIRE & BUILDING CODES:

- 2018 International Codes (I-Codes) including International Fire Code (IFC)
 - NCTCOG Regional Amendments
 - Local amendments from current Fire Code
 - Fire sprinkler requirement for structures 5,000 square feet and above
 - Fire sprinkler exemption if not served by public water system
 - No permit for open burning, just log with Denton County
- 2017 National Electrical Code (NEC) with NCTCOG Regional Amendments

NEXT STEPS:

- November 12 – Approve Ordinance adopting updated codes
- November & December – Notify public and builder community of update
- January 1, 2021 – New codes go into effect

TOWN OF NORTHLAKE

FIRE & BUILDING CODES UPDATES



OCTOBER 8, 2020



CURRENT FIRE & BUILDING CODES

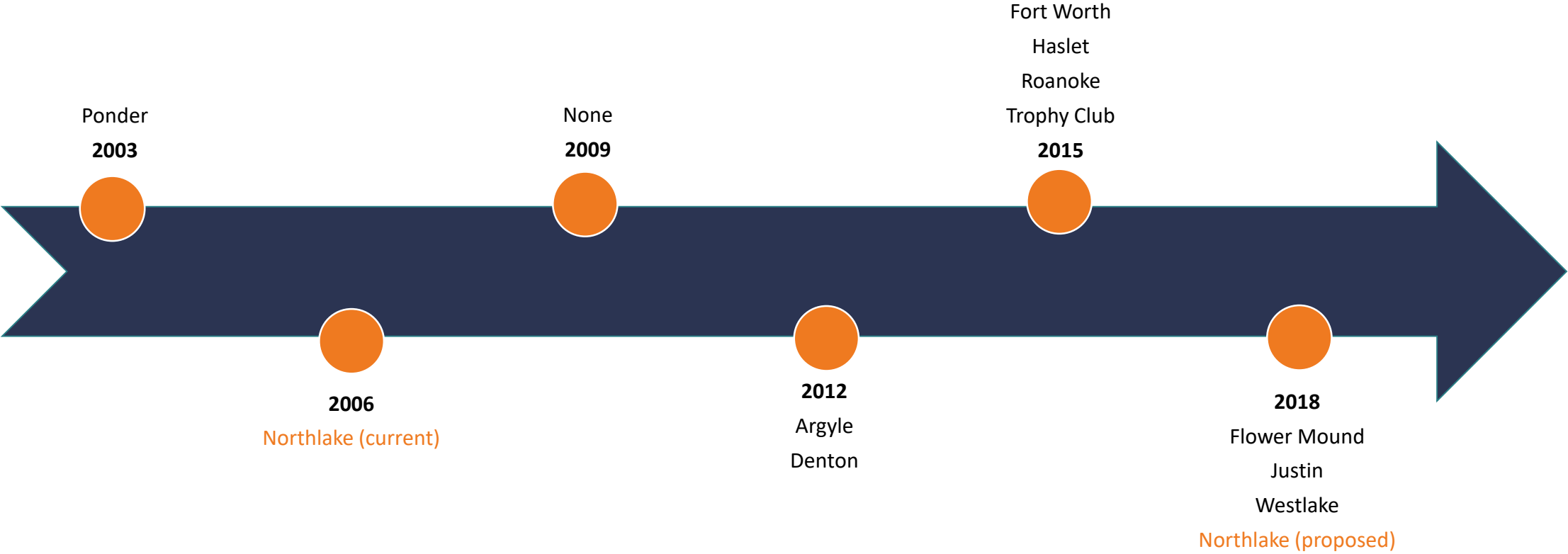
- 2006 International Codes (I-Codes) adopted in 2009
 - International Building Code (IBC)
 - International Residential Code (IRC)
 - International Mechanical Code (IMC)
 - International Plumbing Code (IPC)
 - International Energy Conservation Code (IECC)
 - International Fuel Gas Code (IFGC)
- 2005 National Electrical Code (NEC) adopted in 2009
- 2009 International Fire Code (IFC) adopted in 2012
- All adopted codes include NCTCOG Regional amendments

WHY ADOPT NEWER CODES?

- ISO Building Code Effectiveness Grading Schedule (BCEGS)
 - Rating set to go up without update to Codes
 - Lower rating can lead to lower insurance rates
- Primarily minor changes
 - Most builders already building to 2015 or later codes
- Provides for better buildings
 - Most significant changes make for better, safer buildings
 - Engineering required for wind bracing
 - Energy code enhancements provide for more efficient buildings
 - Maintains quality and preserves values
- Align all I-Codes to same year
- Consistency in the region

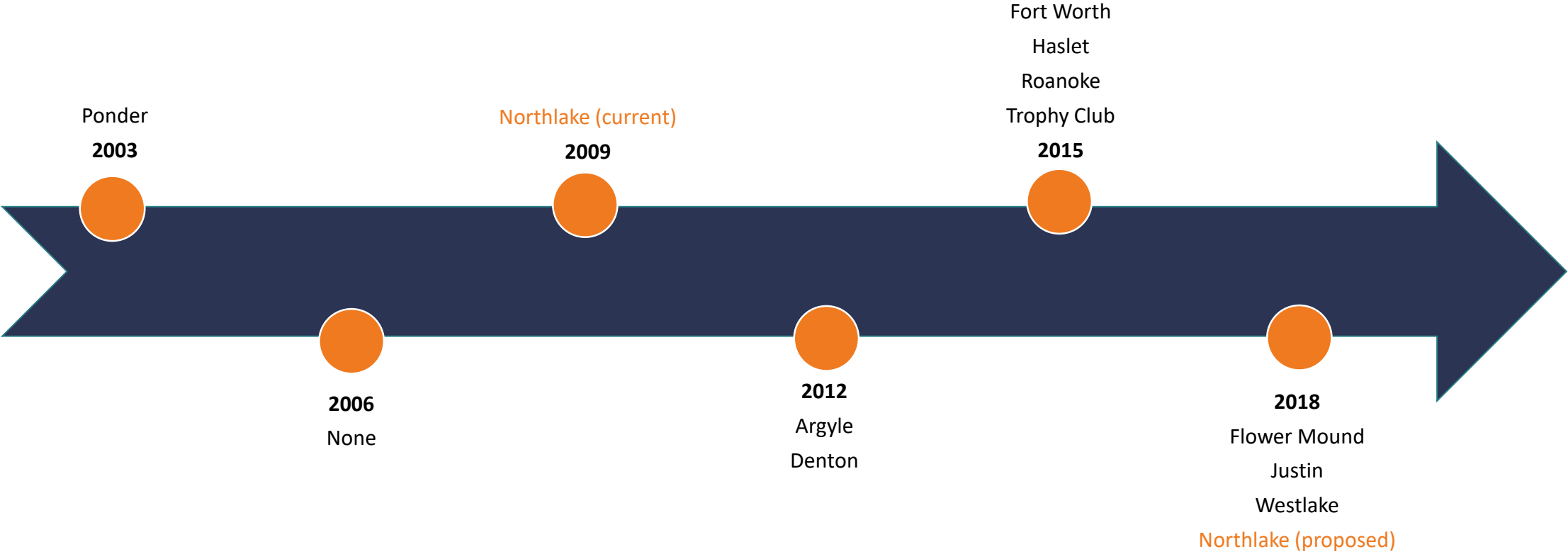
BUILDING CODES IN AREA

EDITION OF I-CODES



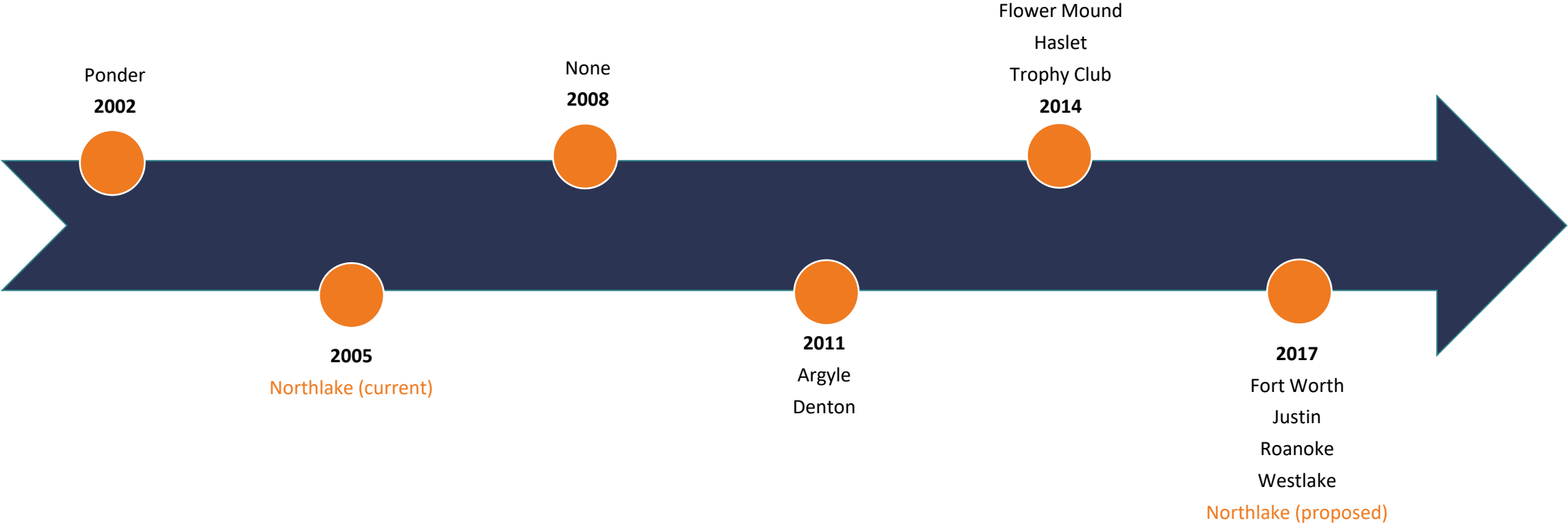
FIRE CODES IN AREA

EDITION OF IFC



ELECTRICAL CODES IN AREA

EDITION OF NEC



PROPOSED FIRE & BUILDING CODES

- 2018 International Codes (I-Codes)
 - International Building Code (IBC)
 - International Residential Code (IRC)
 - International Mechanical Code (IMC)
 - International Plumbing Code (IPC)
 - International Energy Conservation Code (IECC)
 - International Fuel Gas Code (IFGC)
 - International Fire Code (IFC)
- 2017 National Electrical Code (NEC)

MODEL CODE AMENDMENTS

- North Central Texas Council of Governments (NCTCOG)
 - Regional Codes Coordinating Committee (RCCC)
 - Develops regional amendments to adopt with model I-Codes & NEC
- Local amendments to Fire Code
 - 5,000 sf fire sprinkler requirement
 - Fire sprinkler exemption if not served by public water system
 - No permit required for open burning
 - Must log with Denton County
 - Only on burn days
- Recommend adopting regional amendments
- Consider continuing current local amendments to Fire Code

CODE UPDATE PROCESS

- October
 - Briefing at October 8th Town Council meeting
 - Notify builders/residents of proposed changes
- November
 - Adopt new codes at November 12th Town Council meeting
 - Begin notifying builders/residents & prepare for implementation
- December
 - Continue notifications & implementing changes
- January
 - New codes go into effect on January 1, 2021

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: OCTOBER 8, 2020

ITEM: REGULAR SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: OCTOBER 8, 2020

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: OCTOBER 8, 2020

ITEM: CONSENT ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 271, GOVERNMENT CODE,
SECTION 2254

SUBJECT: POLICE AND PUBLIC WORKS VEHICLE PURCHASES



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Operate Efficiently and Effectively; Provide needed technology and equipment (Council Goal)

BACKGROUND INFORMATION:

The FY 2021 Adopted Budget included four vehicles and related equipment that based on the Town's Purchasing policy must be approved by Town Council and comply with the state purchasing requirements. To meet these requirements, the Town utilizes purchasing cooperatives, which saves the Town administrative costs. Below is a list of budgeted vehicles and the corresponding purchasing cooperatives.

Items	Budget	Funding Source	Purchasing Coop
• Patrol Vehicle (new)	\$ 75,000	Equipment Fund	Texas SmartBuy
• Patrol Vehicle (replacement)	\$ 75,000	Equipment Fund	Texas SmartBuy
• Staff Vehicle (new)	\$ 45,000	Equipment Fund	Texas SmartBuy
• PW Crew Cab (replacement)	\$ 80,000	Equipment Fund	BuyBoard

COUNCIL DIRECTION:

- Authorize Town Administrator to purchase of four vehicles and related equipment



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-28

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF THREE POLICE VEHICLES AND ONE PUBLIC WORKS VEHICLE

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire three Police Vehicles and one Public Works vehicle; and

WHEREAS, the Town Council approved in the 2020-2021 budget year for the expenditure of \$195,000 for the purchase of three police vehicles and \$80,000 for the purchase of one Public Works vehicle; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreement to purchase three police vehicles and one Public Works vehicle; and

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

WHEREAS, the vehicles will be purchased through either Texas SmartBuy or Buy Board; and

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

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

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the purchase of three police vehicles and one Public Works vehicle, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$195,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 8th day of October 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers. Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 271, GOVERNMENT CODE,
SECTION 2254

SUBJECT: CONTRACT PRICE WITH ATLAS UTILITY SUPPLY FOR WATER
METERS AND TRANSMITTERS



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)

BACKGROUND INFORMATION:

- Fiscal Year 2020-2021 adopted budget for water meters and transmitters is \$300,000
- Atlas Utility Supply Company is the sole source provider of Badger Meter in North Texas
- Provides fixed price for all meter and transmitter sizes for the fiscal year
- More efficient purchasing process
 - One-time approval for future purchases at not to exceed amount
 - Allows for flexibility in order quantity, if demand decreases

COUNCIL DIRECTION:

- Approve agreement for contract price purchase of Water Meters and transmitters



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-29

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE PURCHASE OF WATER METERS AND TRANSMITTERS

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to acquire Water Meters and Transmitters; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$300,000 in the 2020-2021 budget year from the Water & Wastewater Fund for the purchase of Water Meters and Transmitters; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into an agreement to purchase water meters and transmitters in an amount deemed reasonable and appropriate, but not to exceed \$300,000; and

WHEREAS, vendors Atlas Utility Supply is the only authorized Badger Meter distributor in North Texas area and thus is the sole source provider, thus exempting it from the competitive bidding process Texas Local Government code 252.022(a)(7)(A) ; and

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

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

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the purchase of equipment at the quoted unit prices, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$300,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 8th day of October 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 271, TOWN PURCHASING POLICY

SUBJECT: INTERLOCAL COOPERATIVE PURCHASING AGREEMENTS



GOALS/OBJECTIVES:

- Effectively Manage Public Resources (Council Goal)
- Operate Efficiently and Effectively (Council Goal)

BACKGROUND INFORMATION:

Cooperative Purchasing Program Benefits:

- Provides quotes that satisfy the states purchasing requirements
- Allowed by the Town's Purchasing Policy
- Improve efficiency in the purchasing process
- Provides administrative cost savings
- Cooperatives and Agreements must be authorized by Town Council

Purchasing Cooperatives:

- City of Frisco – Uniforms & Equipment
- City of North Richland Hills – Supplies & Equipment
- Collin County – Safety Equipment
- Denton County – Supplies & Equipment The Interlocal Purchasing System (TIPS) - Technology
- Houston-Galveston Area Council (HGAC)– Vehicles & Equipment
- National Cooperative Purchasing Alliance (NCPA) – Building Repairs
- State of Texas (Texas SmartBuy) – Vehicles & Equipment
- State of Texas Department of Information Resources Cooperative – Communication & Technology
- Tarrant County – Equipment & Materials
- Texas Association of School Boards (Buy Board) – Vehicles & Equipment
- Texas Department of Public Safety – Equipment & Supplies

COUNCIL DIRECTION:

- Approve and renew interlocal cooperative purchasing agreements



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-30

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, ADOPTING A NEW RESOLUTION AUTHORIZING PARTICIPATION IN VARIOUS COOPERATIVE PURCHASING PROGRAMS IN ACCORDANCE WITH THE TOWN'S PROCUREMENT POLICY; IDENTIFYING THOSE COOPERATIVE PURCHASING PROGRAMS APPROVED FOR TOWN PARTICIPATION; AUTHORIZING EXECUTION OF ANY AND ALL NECESSARY AGREEMENTS FOR PARTICIPATION IN THE COOPERATIVE PROGRAMS BY THE TOWN ADMINISTRATOR AND APPROVING RELATED CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 271 of the Texas Local Government Code authorizes a local government to participate in a cooperative purchasing program and provides that purchases made pursuant to an agreement with a local cooperative organization satisfy state laws requiring the local government to seek competitive bids for the purchase of the goods or services; and

WHEREAS, the Purchasing Policy of the Town of Northlake authorize purchases from a cooperative purchasing program or other approved state program provided that the Town Council has approved participation; and

WHEREAS, Town's participation in the cooperative purchasing programs and other approved state programs will improve efficiency in the purchasing process by allowing the Town to meet competitive bid requirements, to identify and purchase goods and services from qualified vendors, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings that such programs provide; and

WHEREAS, upon consideration of the cooperative purchasing programs specified in this Resolution, and all matters attendant and related thereto, the Town Council is of the opinion that the Town's participation in these programs is beneficial and should be approved, that this Resolution be adopted; and

WHEREAS, in the event that participation in any of the cooperative purchasing programs approved by this Resolution requires the execution of an Agreement are hereby approved and the Town Administrator is hereby authorized to execute any necessary Agreements for participation in such programs.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

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

Section 1. The foregoing premises, which are hereby found to be true and to be in the best interest of the Town of Northlake and its citizens, are hereby adopted.

Section 2. The Town's participation in the following cooperative purchasing programs is hereby authorized and approved in accordance with the terms of this Resolution and of the Town of Northlake Purchasing Policy:

City of Frisco – Uniforms & Equipment

City of North Richland Hills – Supplies & Equipment

Collin County – Safety Equipment

Denton County – Supplies & Equipment The Interlocal Purchasing System (TIPS) - Technology

Houston-Galveston Area Council (HGAC)– Vehicles & Equipment

National Cooperative Purchasing Alliance (NCPA) – Building Repairs

State of Texas (Texas SmartBuy) – Vehicles & Equipment

State of Texas Department of Information Resources Cooperative - Communication & Technology

Tarrant County – Equipment & Materials

Texas Association of School Boards (Buy Board) – Vehicles & Equipment

Texas Department of Public Safety – Equipment & Supplies

Section 3. The Town Administrator is hereby authorized to execute any necessary Agreements for participation in such program(s) according to the terms and conditions set forth in this Resolution and the Town's Procurement Policy.

Section 4. This Resolution shall become effective immediately upon its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 8th day of October 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary



DAVID A. RETTIG, MAYOR
RENA HARDEMAN, COUNCIL PLACE 1
JIMMY LAMBERT, COUNCIL PLACE 2

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

**NORTHLAKE TOWN COUNCIL
MEETING MINUTES
THURSDAY, SEPTEMBER 10, 2020
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

1. Regular Session

Mayor David Rettig called the meeting to order at 6:30 pm, all present

Council present: David Rettig, Rena Hardeman, Jimmy Lambert, Brian Montini, Roger Sessions, Danny Simpson

Staff present: Drew Corn, Town Administrator; Nathan Reddin, Development Director; Robert Crawford, Chief of Police, Police Captain Mike Coleman; Eric Tamayo, Public Works Director; John Zagurski, Finance Director; Tara Barton, Marketing & Communications Coordinator; Jakob Bressler, Admin Intern, and Shirley Rogers, Town Secretary

Consultants present: Ashley Dierker, Legal Counsel; Ben McGahey, PE, Town Engineer

Invocation given by Gavin Papit, Lead Pastor, Tribes Church
Pledge of Allegiance led by Mayor David Rettig

2. Briefing Items

- A. Mayor Rettig presented Proclamation No. 20 - 4 supporting United Way of Denton County to Marci Pitts representing United Way
- B. Mayor Rettig and Drew Corn, discussed options to annex areas contiguous with proposed Hawthorne Estates Property

3. Regular Meeting

Mayor David Rettig called the regular meeting to order at 6:52 pm, all present

4. Public Input

None

5. Consent Items

Mayor Rettig pulled Items D-E-F on behalf of Council Member Hardeman for further discussion

Mayor Pro Tem Montini made the motion to approve Items C-G-H-I. 2nd by Council Member Simpson

Vote: motion passed unanimous

For: Montini, Simpson, Sessions, Lambert, Hardeman

Against: none

- C. Resolution 20-14 authorizing the Denton Record Chronicle as the newspaper for publishing all official notices on behalf of the Town of Northlake
- G. Preliminary Plat of Harvest Phase 7 & 8B, a subdivision consisting of 171 residential lots and 3 non-residential/open space lots within the extraterritorial jurisdiction of the Town of Northlake on a 44.374-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located north of Old Justin Road and west of Cleveland-Gibbs Road. Belmont 407, LLC is the owner/applicant/developer. Jones & Carter, Inc. is the engineer/surveyor. Case # PP-20-004
- H. Final Plat of The Ridge at Northlake Phase 1A, a subdivision consisting of 16 residential lots and 3 common area lots on a 22.389-acre tract of land in the Patrick Rock Survey, Abstract No. 1063, generally located south of Heritage Trail and west of Briarwood Road, and zoned Mixed-Use Planned Development (MPD). TMRY Ridge, LP is the owner/applicant/developer. JBI Partners is the engineer/surveyor. Case # FP-20-015
- I. Town Council Meeting Minutes of 8-13-20

- D. Council Member Simpson made the motion to approve Resolution 20-25 approving a negotiated settlement between Atmos Cities Steering Committee and Atmos Energy Corp., Mid-Tex Division regarding the Company's 2020 Rate Review Mechanism Filing and declaring existing rates to be unreasonable, adopting tariffs that reflect rate adjustments consistence with the negotiated settlement; finding the rates to be set by the attached settlement tariffs to be just and reasonable and in the public interest; approving attached Exhibit establishing a benchmark for the pensions and retirees medical benefits, approving attached Exhibit regarding amortization of regulatory liability; requiring the company to reimburse ACSC's reasonable ratemaking expenses; determining that this resolution was passed in accordance with the requirements of the Texas Open Meetings Act, adopting a saving clause, declaring an effective date and requiring delivery of this resolution to the Company and ACSC's Legal Counsel. 2nd by Mayor Pro Tem Montini

Vote: motion pass unanimous

For: Simpson, Montini, Sessions, Lambert, Hardeman

Against: none

- E. Council Member Simpson made the motion to approve Resolution 20-26 amending the Employee Handbook. 2nd by Council Member Lambert

Vote: motion passed unanimous

For: Simpson, Lambert, Sessions, Montini, Hardeman

Against: none

- F. Mayor Rettig tabled this item - Agreement between Robert Matthews d/b/a All American Animal Control and Town of Northlake for animal control services

5. Regular Items

- J. Mayor Pro Tem Montini made the motion to approve Ordinance No. 20-0910A to levy assessments for the cost of services provided in Northlake Public Improvement District No. 1 (Harvest) during the Fiscal Year 2020-21; setting the charges and liens against property in the District and against the owners thereof; providing for the collection of such assessments; reserving unto the Town Council the right to allow credits reducing the amount of the respective assessment to the extent of any credit granted. 2nd by Council Member Simpson

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

- i. Mayor Rettig opened the public hearing at 7:15 pm
No one came forward at this time for or against
Mayor Rettig closed the public hearing at 7:15 pm

- K. Council Member Lambert made the motion to approve Ordinance No. 20-0910B of the Town Council of the Town of Northlake, Texas accepting and approving the update of the service and assessment plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372. 2nd by Mayor Pro Tem Montini

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

- i. Mayor Rettig opened the public hearing at 7:16 pm
No one came forward at this time for or against
Mayor Rettig closed the public hearing at 7:16 pm

- L. Council Member Sessions made the motion to approve Ordinance No. 20-0910C of the Town Council of the Town of Northlake, Texas, amending the Adopted Budget for the Town of Northlake, Texas for the Fiscal Year October 1, 2019 through September 30, 2020; providing that expenditures for the said fiscal year shall be made in accordance with said amended budget. 2nd by Council Member Simpson

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

- M. Mayor Pro Tem Montini made the motion to approve Ordinance No. 20-0910D adopting and approving Fiscal Year 2020-2021 Budget as shown on Exhibit A to said Ordinance. 2nd by Council Member Sessions

Vote: Motion passed 4 for to 1 against

Roll Call Vote:

Place 1 Hardeman	Nay	Place 4 Sessions	Yes
Place 2 Lambert	Yes	Place 5 Simpson	Yes
Place 3 Montini	Yes		

- i. Mayor Rettig opened the public hearing at 7:20 pm
No one came forward at this time for or against
Mayor Rettig closed the public hearing at 7:20 pm

M. (2nd Motion)

Mayor Pro Tem Montini moved to ratify the property tax increase resulting from new property added to the tax rolls as reflected in the budget for Fiscal Year 2020-2021. 2nd by Council Member Lambert

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

- N. Mayor Pro Tem Montini moved that the property tax rate be increased by the adoption of a tax rate of \$0.295000 which is effectively a 6.9 percent increase in the tax rate; stated the Town has kept the same tax rate for 20 plus years of \$0.295, new language is required by state, only raising new revenue thru commercial and personal property tax and increased property values in which the town have no control over. 2nd by Council Member Simpson

Vote: Motion passed unanimous

Roll Call:

Place 1 Hardeman	Yes	Place 4 Sessions	Yes
Place 2 Lambert	Yes	Place 5 Simpson	Yes
Place 3 Montini	Yes		

- i. Mayor Rettig opened the public hearing at 7:22 pm
Northlake resident Joel McGregor stated his opposition to giving donations to charity by using taxpayers money
Mayor Rettig closed the public hearing at 7:22 pm

- O. Mayor Pro Tem Montini made the motion to approve Resolution No. 20-27 modifying certain provisions related to the General Election ordered by the Town of Northlake for the purpose of electing citizens to serve on the Town Council Place 1, Place 2, and Place 3 to be held on November 3, 2020; approving a joint election with Denton County; establishing procedures for that election. 2nd by Council Member Lambert

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

- P. Mayor Pro Tem Montini made the motion to make donations of Northlake Cares Act funds in the following manner: \$15,000 to Denton County Emergency Services District No. 1; \$10,000 Northwest ISD and \$5,000 to Argyle ISD. 2nd by Council Member Simpson

Vote: motion failed
For: Montini, Simpson
Against: Hardeman, Lambert, Sessions

2nd motion:

Council Member Sessions made the motion to approve a donation to the Denton County Emergency Services District No. 1 in the amount of \$25,000 and no donation to Northwest ISD or Argyle ISD. 2nd by Council Member Lambert

Vote: motion passed
For: Sessions, Lambert, Simpson, Montini
Against: Hardeman

- Q. Mayor Pro Tem Montini made the motion to not vote on the Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election Ballot. 2nd by Council Member Sessions

After discussion, Mayor Pro Tem Montini amended the motion to vote only for Place 3 - Incumbent Jeffrey Snyder. 2nd by Council Member Sessions

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

- R. No action taken to modify, continue and/or suspend the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

7. By general consent, the council convened into Executive Session at 7:57 pm to discuss the items listed below:

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
- i. Legal advice on any matter related to any posted agenda item; and
 - ii. Legal advice related to development and annexation of the Chadwick Tracts, 6-acre and 3-acre tracts of land generally located at the corner of Cleveland Gibbs Road and Chadwick Parkway; and
 - iii. Legal advice related to development and annexation of the Henderson Tracts, seven tracts totaling 146 acres of land generally located at the southwest corner of FM 156 and Harmonson Road; and
 - iv. Legal advice related to the development and annexation of the Hatfield, Brasher, Green Tract on approximately 97.9 acre tract of land generally located south of Evelyn Lane, west of Faught Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and
 - v. Legal advice related to the development and annexation of the Nelson Tracts totaling 63.08 acres of land generally located east of IH-35W frontage road approximately 2,000 feet south of FM 1171; and
 - vi. Legal advice related to regulation of drainage matters; and

- vii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367; and
- viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

b. Section 551.087 Deliberations regarding Economic Development Negotiations related to businesses locating in the Town

- i. Deliberation regarding offer of financial or other incentives to a business prospect described as the Catherine Branch Project which includes the Foster and Buchanan tracts generally located at the northwest corner of IH-35W and Dale Earnhardt Way

c. Section 551.-074 Personnel Matters

- i. Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee: Town Administrator annual performance evaluation

8. Mayor Rettig reconvened the council into Open Session at 10:48 pm. No action taken as a result of the closed session

9. By general consent, the meeting was adjourned at 10:48 pm

Passed and approved on this the 8th day of October 2020.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: OCTOBER 8, 2020

ITEM: REGULAR ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC. : MEMORANDA OF UNDERSTANDING FOR DEVELOPMENT OF
FOSTER AND BUCHANAN TRACTS

SUBJECT: CATHERINE BRANCH PROJECT - DEVELOPMENT AGREEMENTS FOR
BUCHANAN AND FOSTER TRACTS



STRATEGIC GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)
- Diversify the Tax Base; Attract high-quality, compatible commercial growth (Council Goal)

BACKGROUND INFORMATION:

- On May 14, 2020, Council approved Memoranda of Understanding with developers of the Foster and Buchanan Tracts, collectively known as the Catherine Branch Project
- On June 11, 2020, Council consented to issuing debt in part to fund oversizing of public infrastructure related to Catherine Branch Project
- On July 16, 2020 Council resolved to reimburse project costs from future tax notes
- On August 13, 2020 Council approved contract with Halff for design of wastewater treatment plant

CATHERINE BRANCH PROJECT OVERVIEW:

- Partnership with two developers to construct over \$17 million of public infrastructure
 - Expandable 0.125 MGD wastewater treatment plant west of IH-35W
 - Installation of oversized sewer line to future treatment plant
 - Water line brought across IH-35W along Dale Earnhardt Way
 - Improvements to Dale Earnhardt Way, Victory Circle and Harmonson Road
- Responsibilities of developers
 - Construct roadways, utilities and drainage per Town standards per rough proportionality
 - Voluntarily annex into Town limits with Industrial zoning
- Responsibilities of the Town
 - Town to design, permit, construct and operate wastewater treatment plant
 - Town to reimburse proportional share of water and sewer lines
 - Town to waive developers' impact fee payments based on construction costs
 - Town to reimburse agricultural use three-year rollback
 - Town to waive 100% public works inspection fees and 50% of building inspection fees
 - Economic Development Corporations to reimburse construction sales tax

COUNCIL ACTION:

- Approve development agreements



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 20-1008A

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS, THE NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION, THE NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION, AND RICHARD FOSTER, KAREN ELAINE LEWIS, SHANNON N. GIERISCH AND RACHEL P. WEIS FOR A COMMERCIAL DEVELOPMENT TO BE LOCATED ON APPROXIMATELY 124 ACRES OF LAND IN THE H. ANDERSON SURVEY, ABSTRACT NO. 25 AND THE A. GAWLTNEY SURVEY, ABSTRACT NO. 500, DENTON COUNTY, TEXAS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE SAID DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has negotiated a development agreement with Northlake 35, LLC (the “Agreement”) to govern the development of approximately 124 acres of land generally known as the Foster Tract; and

WHEREAS, among other things, the Agreement governs permitted development of the property, road alignment and construction, water and sewer facility installation, and voluntary annexation into Town; and

WHEREAS, pursuant to Section 4.9 of the Town’s United Development Code, the Town Council held a public hearing on September 10, 2020 to hear comments related to the Agreement; and

WHEREAS, upon review and consideration of the Agreement attached as **Exhibit “A”** and all matters attendant and related thereto, the Town Council is of the opinion that the Agreement is in the best interest of the Town and its citizens and should be approved; and

WHEREAS, pursuant to Section 4.9 of the Town’s United Development Code, the Town Council desires to authorize the Town Administrator to negotiate with the property owner any items required to finalize the Agreement in accordance with Town Code and Council direction and to execute the Agreement once finalized.

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

SECTION 1.

The preambles previously written are true and correct and are incorporated herein.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

SECTION 2.

The Agreement, attached as **Exhibit "A"**, having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses, is hereby approved.

SECTION 3.

The Town Administrator, upon approval as to form by the Town Attorney, is hereby authorized to finalize and execute the Agreement attached as Exhibit A including all required exhibits to said Agreement on behalf of the Town following execution by the property owner. The property owner shall accept and execute the Agreement as finalized by the Town Administrator (including all required exhibits thereto) within ten (10) working days following submittal of an application to the Town for preliminary plat review and approval.

SECTION 4.

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

PASSED AND APPROVED on this the 8th day of October 2020

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

EXHIBIT A
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed among the Town of Northlake, Texas, a general law municipality (the "Town"), the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the EDC, together with the CDC, the "DCs"), and Richard Foster, Karen Elaine Lewis, Shannon N. Gierisch and Rachel P. Weis (as to their respective interests, collectively, "Owner") (each being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by the Parties (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 124.061 acres of land in the H. Anderson Survey, Abstract Number 25 and the A.M. Gaultney Survey, Abstract Number 500, Denton County, Texas (the "County") described by metes and bounds on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the Town; and

WHEREAS, the Parties intend for Owner to assign this Agreement to Scannell Properties #444, LLC, an Indiana limited liability company, or an entity affiliated therewith ("Developer"), when such entity purchases the Property from Owner; and

WHEREAS, Developer intends to develop on the Property two (2) industrial distribution buildings containing, in the aggregate, approximately 1,400,000 square feet of space (the "Project"), all as more particularly shown on Exhibit C attached hereto and incorporated herein (the "Detailed Site Plan"); and

WHEREAS, the Town will provide the Project with retail water and sanitary sewer service in accordance with Certificate of Convenience and Necessity Numbers 12915 and 20866, respectively; and

WHEREAS, certain public infrastructure improvements need to be constructed in order to bring water and sanitary sewer service to the Property, improve access to the Property and otherwise allow for development of the Property, all as more particularly shown on Exhibit D attached hereto and incorporated herein (collectively, "Infrastructure Improvements"); and

WHEREAS, this Agreement allocates to the Town and Developer responsibility for the construction and payment of such Infrastructure Improvements; and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan; and

WHEREAS, the Town will consider plats of all or a portion of the Property in accordance with the Detailed Site Plan and this Agreement; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the Town and the County effective November 12, 2002 (the "Interlocal Agreement"), and Section 242.001(a)(3) of the Texas Local Government Code, the Town has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code with incentives authorized by Section 380.001 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, *et seq.* of the Texas Local Government Code and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Town is agreeable to the Property being annexed into the Town ("Annexation") and developed in accordance with the Detailed Site Plan, which will remain in place for the term of this Agreement and be binding on all subsequent purchasers of all or any portion of the Property as provided herein and by Section 212.172 of the Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding commitments regarding the entitlement and development of the Property and the Parties are proceeding in reliance on the enforceability of this Agreement; and

WHEREAS, the Property is currently under contract to be sold to Scannell Properties, LLC ("Scannell"), an affiliate of Developer, pursuant to the following: (i) that certain Agreement for Sale of Real Estate between Owner and Scannell (the "Land Contract"); and (ii) that certain Agreement for Sale of Real Estate between Karen Elaine Lewis and Scannell (the "House Contract"); and

WHEREAS, the Parties intend for this Agreement to terminate if: (i) the Land Contract and/or the House Contract terminates or is terminated in accordance with the terms thereof; or (ii) if Developer or Scannell does not close on the purchase of the Property in accordance with the terms hereof, in which case, anything to the contrary herein notwithstanding, the original Owner named herein shall have no obligations for the construction of any improvements in accordance with Article IV of this Agreement and shall have no obligation to annex the Property in accordance with Article VI of this Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II PURPOSES AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to: (a) extend the Town's planning authority over the Property by providing for a development plan under which certain general uses and development of the Property are authorized; (b) provide for infrastructure for the Property, including the Infrastructure Improvements; (c) establish the means of and terms for

constructing and financing the Infrastructure Improvements; (d) provide for the annexation of the Property, specify the uses and development of the Property before and after annexation and include other lawful terms and consideration.

2.2 Term. The term of this Agreement shall commence on the Effective Date and run for thirty (30) years, (the "Term"); provided, however, this Agreement shall terminate and be void *ab initio* and shall have no force or effect if, and only if: (i) the Land Contract and/or the House Contract terminates or is terminated in accordance with the terms thereof; or (ii) if Developer or Scannell does not close on the purchase of the Property on or before December 23, 2020; or (iii) if commencement of construction of improvements on the Property has not occurred within five (5) years from the Effective Date. Nothing herein shall obligate Developer or Scannell to purchase the Property. If Scannell or Developer purchases the Property from Owner, such purchaser shall be substituted as "Owner" and as a "Party" for purposes of this Agreement and Richard Foster, Karen Elaine Lewis, Shannon N. Gierisch and Rachel P. Weis shall no longer be an "Owner" or "Party" to this Agreement and shall have no further obligations or liabilities hereunder. For purposes of this Section 2.2, "commencement of construction of improvements" shall mean the commencement of grading and other earthwork necessary to lay the foundations for one or more buildings.

ARTICLE III DEVELOPMENT REGULATIONS

3.1 Governing Regulations. Development of the Property, before and after annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

(a) Subject to the limitations set forth in Section 3.2 below, Development standards applicable to the Industrial (I) zoning district set out in the Town's Unified Development Code (the "UDC") in effect as of the Effective Date, excluding Article 13 (the "Development Standards");

(b) Building, plumbing, electrical, mechanical and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual");

(d) Detailed Site Plan;

(e) Preliminary plat for the Property approved by the Town in accordance with this Agreement (the "Preliminary Plat"); and

(f) Final plat for the Property approved by the Town in accordance with this Agreement ("Final Plat"), (each, an "Approved Plat").

3.2 Zoning. Developer and the Town agree that the Property shall be developed, before and after annexation by the Town, in accordance with the Development Standards. Concurrently with submitting an annexation petition to the Town pursuant to Article VII, Developer will submit an application to the Town to zone the Property to PD Planned Development/Industrial or a Light Industrial Designation, as determined by Developer, for warehouses and distribution centers; provided, however, Article 13 of the UDC shall not apply to the Property. The Town will process the zoning application concurrently with the annexation request. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, whether existing on the Effective Date or hereinafter adopted or whether before or after annexation of the Property by the Town, this Agreement shall prevail and control and Developer shall be entitled to develop the Property in accordance with the Governing Regulations.

3.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation, the following: (i) an increase in the height of any structure by ten percent (10%) or less; (ii) a setback reduction of ten percent (10%) or less; (iii) an increase in lot coverage of ten percent (10%) or less; or (iv) a setback reduction of 200 feet or less associated with oil and gas well, well head or similar improvements or equipment.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development.

3.4 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted or whether before or after annexation of the Property by the Town (collectively, "Town Zoning Ordinances and Regulations"), this Agreement shall prevail and control. In the event of any conflict between any provision of this Agreement and the Governing Regulations, this Agreement shall prevail and control. In the event of any conflict between the Detailed Site Plan and any other Governing Regulations, the Detailed Site Plan shall prevail and control. All Town Zoning Ordinances and Regulations that are inconsistent with the terms and provisions of this Agreement are hereby made inapplicable to the Property.

ARTICLE IV DEVELOPMENT PROCESS

4.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the Town pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the Town shall have and exercise exclusive jurisdiction over the review and approval of preliminary and final plats, amending plats, replats and minor replats, and approval of plans for public infrastructure for the Property in

accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

4.2 Plats Required. The final subdivision of the Property shall require approval of preliminary and final plats by the Town in accordance with the Governing Regulations and this Agreement.

4.3 Construction of Infrastructure Improvements.

(a) The Town shall, at its cost and expense, be responsible for constructing and operating a wastewater treatment plant and necessary appurtenances at a mutually acceptable location in close proximity to the Property or at a mutually agreed upon location on the Property (collectively, the “Sewer Treatment Plant”). Should the Town utilize a portion of the Property for the Sewer Treatment Plant, the Town and Owner will negotiate a lease for use of such portion of the Property. In connection therewith, the Town shall be responsible for obtaining all permits, approvals and easements that are necessary for purposes of constructing such Sewer Treatment Plant. Developer will provide sewer utility specifications that are necessary to serve its Project and such Sewer Treatment Plant shall meet or exceed such specifications in order to serve the Project. Developer and the Town acknowledge and agree that the Town may, at its cost and expense, elect to upsize the capacity of the Sewer Treatment Plant beyond the scope that is necessary to serve the Property. The Town covenants and agrees that the Sewer Treatment Plant shall be completed, operational and available for connection no later than March 14, 2022.

(b) Developer shall be responsible for constructing and extending a new water line and related facilities to the boundary of the Property to serve the Project (collectively, the “Water Utility Facilities”). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of extending such Water Utility Facilities. Developer and the Town shall cooperate in good faith to secure and obtain all necessary easements for such Water Utility Facilities. Developer shall submit to the Town plans and specifications for the Water Utility Facilities prior to commencing construction or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Town; provided, however, if the Town fails to approve or disapprove plans and specifications within sixty (60) days after receipt, those plans and specifications shall be deemed approved. The Town and Developer acknowledge and agree that the Town may elect to upsize the Water Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town shall pay for such upsizing directly by reimbursing Developer for such costs.

(c) Developer shall be responsible for constructing and extending a new sanitary sewer line and related facilities to the boundary of the Property to serve the Project (collectively, the “Sewer Utility Facilities”). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of extending such Sewer Utility Facilities. Developer and the Town shall cooperate in good faith to secure and obtain all necessary easements for such Sewer Utility Facilities. Developer shall submit to the Town plans and specifications for the Sewer Utility Facilities prior to commencing construction or requesting proposals for such improvements. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications

have been approved in writing by the Town; provided, however, if the Town fails to approve or disapprove plans and specifications within sixty (60) days after receipt, those plans and specifications shall be deemed approved. The Town and Developer acknowledge and agree that the Town may elect to upsize the Sewer Utility Facilities beyond the scope that is necessary to serve the Project. If the Town so elects, the Town shall pay for such upsizing directly by reimbursing Developer for such costs.

(d) Cost Sharing of Water Utility Facilities and Sewer Utility Facilities. The Town and Developer have agreed that the public health, safety and welfare may be benefitted by the installation of oversized water and sewer lines during the construction phases of the Project. If the Town elects to oversize the Water Utility Facilities or the Sewer Utility Facilities, the Town shall notify Developer in writing of such election. In that event, Developer agrees to pay for and install a sixteen (16) inch water line and a twenty-four (24) inch sewer line at the time Developer completes the development improvements ("Oversize Lines") and the Town agrees to reimburse Developer for the cost to oversize the Oversize Lines. The cost to oversize the Water Utility Facilities is the cost to install a sixteen (16) inch water line minus the cost to install a twelve (12) inch water line. The cost to oversize the Sewer Utility Facilities is the cost to install a twenty-four (24) inch sewer line minus the cost to install an eight (8) inch sewer line. The parties acknowledge and agree that a twelve (12) inch water line and an eight (8) inch sewer line are required to serve the Project. The estimated cost to oversize the Water Utility Facilities is \$1,850,000.00. The estimated cost to oversize the Sewer Utility Facilities is \$1,180,000.00. In the event that the Town elects to upsize the Water Utility Facilities and the Sewer Utility Facilities, the Town agrees to submit payment to Developer for the actual cost to oversize the Oversize Lines within thirty (30) days of the Oversize Lines being installed, tested, and operational, and receipt of the notice of completion from Developer. The cost estimates provided herein are understood to include all aspects of the installation including design, construction, and warranty of the Oversize Lines.

(e) Public Dedication of Water/Sewer Utility Facilities. Upon construction and completion of the Water Utility Facilities and/or Sewer Utility Facilities, as the case may be, in accordance with this Agreement, the Town covenants and agrees that such Infrastructure Improvements shall be accepted for public dedication.

(f) Harmonson Road Improvements. In furtherance of the Project and future development within the vicinity of the Project, the Town and Developer agree that the following improvements need to be made to Harmonson Road (the "Harmonson Road Improvements"): (i) improve and expand the north/south portion thereof that is adjacent to the Property into a four (4) lane divided road; and (ii) improve the east/west portion thereof that is adjacent to the Property. In connection therewith, the Town and Developer agree as follows:

(i) In conjunction with Developer's development of the Property, Developer shall construct the Harmonson Road Improvements;

(ii) with respect to the portion of Harmonson Road that runs north/south along the eastern boundary of the Property, Developer shall, after Annexation: (i) dedicate a portion of the Property that is necessary for additional right-of-way improvements for the two (2) western lanes of Harmonson Road; and (ii) be responsible for the costs and expenses necessary to improve the two (2) western lanes of Harmonson Road;

(iii) with respect to the portion of Harmonson Road that runs north/south along the eastern boundary of the Property, Developer shall not be responsible for the costs and expenses necessary to improve the two (2) eastern lanes of Harmonson Road;

(iv) for the approximate 1,200 linear feet section of Harmonson Road that runs east/west along the northern boundary of the Property from the eastern boundary of the Property to the Project's planned second curb cut, Developer shall only be responsible for the costs and expense to improve the southern lane of Harmonson Road.

(v) Developer shall be responsible for fifty percent (50%) of the total costs to design and construct a two-lane bridge over the Catherine Branch Creek

(g) Scope of Harmonson Road Improvements. The Town and Developer agree to negotiate in good faith the full scope of work necessary for the improvements to Harmonson Road as outlined in Section 4.3(f) herein and approve the plans and estimated costs for the same prior to Developer beginning construction thereof.

(h) Additional Roadway Improvements. To the extent that any additional roadway improvements are mutually agreed to and performed by Developer, Developer shall be entitled to reimbursements in cash to offset such cost and expenses as mutually agreed to by the Town and Developer.

(i) Public Dedication of Harmonson Road Improvements. The Town covenants and agrees that, upon completion of the Harmonson Road Improvements as required herein, the Town shall accept public dedication of such Harmonson Road Improvements.

4.4 Victory Circle Dedication. The Town shall use commercially reasonable efforts to cause Victory Circle to be dedicated as public right-of-way. In furtherance of the foregoing, the Town shall coordinate such efforts with the City of Fort Worth, the Fort Worth Sports Authority, the Texas Motor Speedway and any other interested parties to cause the dedication of such right-of-way as soon as reasonably possible. In connection therewith, the Town hereby agrees to use its best efforts to assist the Company in obtaining curb cuts for vehicular ingress and egress to and from Victory Circle for the Project. The Town shall provide Owner and Developer with bi-weekly updates on the status of such dedication and the progress of the negotiations with the aforementioned parties.

4.5 Inspection of Public Infrastructure. At the Town's option, Infrastructure Improvements shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

4.6 Building Permits.

(a) Developer shall not construct, or allow to be constructed, on the portion of the Property owned by such Developer a permanent building designed or intended for human occupancy or use (each, a "Structure") until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards, as the same may be modified by this Agreement (a "Building Permit").

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards, as the same may be modified by this Agreement. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Developer in writing of all deficiencies within forty-five (45) days after receipt of the plans and specifications. At the Town's option, Building Permits may be issued by a Town employee or a third-party contractor retained by the Town.

4.7 Impact/Recovery/Tap Fees. The Town shall assess water, wastewater, and roadway impact fees against the Property in accordance with Chapter 395, Texas Local Government Code, and Article 9.03 of the Town's Code of Ordinances (the "Impact Fees"), subject to Owner's right to credits pursuant to Section 5.3. Anything contained herein to the contrary notwithstanding, in no event shall the total amount of Impact Fees, capital recovery fees or other fees charged now or in the future against the Property or in connection with the development thereof; including, without limitation, tap fees, pro rata fees, impact fees for wastewater, sewer and roadways, park fees and park maintenance fees, exceed \$555,000.00 in the aggregate.

4.8 Fees. In exchange for the mutual covenants agreed to herein, the Town will waive: (a) fifty percent (50%) of the Town's building permit and inspection and review fees; and (b) one-hundred percent (100%) of the Town's public works fees and any other fees imposed by the Town that relate to the Infrastructure Improvements. This waiver shall exclude the cost of "callback" inspections, holiday or weekend inspections.

4.9 Construction Sales Tax. The Town receives and remits a total one percent (1%) local sales tax to the DCs (one-half percent (1/2%) to each of the EDC and the CDC) for economic or community development (the "DCs Sales Tax"). The DCs will provide a cash payment to Developer in an amount equal to one hundred percent (100%) of the DCs Sales Tax received by or credited to the Town as a result of the construction of the Project and the Infrastructure Improvements; including, each Building, all Building tenant improvements, any Building remodel and franchise utilities (the "Sales Tax Grant"). Payment of the Sales Tax Grant shall be made as follows:

(a) Documentation. Developer must submit to the Town and the DCs a report setting forth the total sales tax incurred and paid by Developer for an applicable period (each, a "Sales Tax Report");

(b) Payment. The Sales Tax Grant is due and payable by the DCs within forty-five (45) days after the DCs receive from the Town (or the Texas State Comptroller, if applicable) the DCs Sales Tax covered by the applicable Sales Tax Report and receive the Sales Tax Report from Developer; provided, however, Developer shall not submit more than two (2) Sales Tax Reports within any twelve (12) month period; and

(c) Situs. Developer shall be responsible for creating a sales tax situs in the Town of Northlake through the Texas State Comptroller which will require the annexation of the Property prior to any sales tax eligible construction activity. The DCs will only reimburse the DCs Sales Tax generated in and remitted to the Town of Northlake.

4.10 "Rollback" Tax Grant. Following annexation of the Property into the Town, for any property taxes assessed by the Town pursuant to a change in the use of all or any portion of the Property under section 23.55 of the Texas Property Tax Code (the "Rollback Tax"), the Town will provide a grant payment to Developer in an amount equal to the Town's portion of such Rollback Tax (the "Rollback Tax Grant"). The Rollback Tax Grant is due and payable by the Town to Developer within forty-five (45) days after the Town receives or is credited with: (i) payment of the Rollback Tax; and (ii) a report submitted by Developer describing the Rollback Tax.

4.11 Developer's Liability for Other Improvements. With the exception of the obligation to fund Developer's proportionate share of the Infrastructure Improvements, Developer shall have no obligation to fund or construct any other onsite or offsite improvements.

ARTICLE V

RETAIL UTILITY SERVICE/POLICE AND FIRE SERVICES

5.1 Retail Water Service. Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Developer shall construct on-site water infrastructure to serve the Property in accordance with construction plans approved by the Town.

5.2 Retail Sewer Service. Retail sewer service to the Property shall be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Developer shall construct on-site sewer infrastructure to serve the Property in accordance with construction plans approved by the Town.

5.3 Credits Against Development Fees. Developer shall be entitled to offsets or credits against Impact Fees in an amount equal to the total, aggregate costs and expenses actually incurred by Developer in the design, installation, construction and completion of the eligible Infrastructure Improvements in accordance with Article 9.03 of the Town's Code of Ordinances; (the "Impact Fee Credits"). The Impact Fee Credits will be credited to the benefit and account of Developer as and when Developer provides documentation to the Town reflecting the eligible Infrastructure Improvements construction costs incurred by Developer, it being acknowledged and agreed that such documentation may be provided intermittently or all at once.

5.4 Police/Fire Service. Following annexation of the Property into the Town, the Town agrees to provide the Property and the Project with law enforcement, fire and emergency medical services in the same manner it provides such services to other portions of the Town.

ARTICLE VI

ANNEXATION OF THE PROPERTY

6.1 Annexation Process.

(a) After acquiring the Property, Developer shall submit a petition for voluntary Annexation of the Property ("Annexation Petition") within ten (10) days after the recordation of this Agreement in the Real Property Records of Denton County. The petition shall be conditioned upon the satisfaction of the conditions precedent set forth in Section 6.2(a) below.

(b) Upon satisfaction of the condition, precedent set forth in Section 6.2(a), the Town shall initiate annexation pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist. No subsequent change in the law regarding annexation shall affect the enforceability of this Agreement or the Town's authority to annex the Property. The Town represents and warrants that the Property is within the extraterritorial jurisdiction of the Town and is immune from annexation by the Town until satisfaction of the conditions precedent set forth in Section 6.2(a) below or if this Agreement terminates in accordance with its terms. If Developer exercises its right to withdraw the Annexation Petition pursuant to Section 6.1(a) above, the Property shall remain in the Town's ETJ and be immune from annexation.

(c) Once annexed into the Town, the Property shall be developed, if at all, in accordance with the Detailed Site Plan and this Agreement regardless of the zoning of the Property pursuant to any Zoning Ordinances and Regulations that may apply after annexation and nothing herein shall be construed to prevent the Property from being developed in accordance with the Detailed Site Plan and this Agreement.

6.2 Conditions to Annexation.

(a) Developer's right to withdraw the Annexation Petition terminates after the satisfaction of each of the following conditions:

(i) The Town shall have approved and executed this Agreement and recorded such fully-executed Agreement in the Real Property Records of Denton County, Texas; provided, however, anything contained herein to the contrary notwithstanding, this Agreement will not be recorded in the Real Property Records of Denton County, Texas, until after Developer acquires fee simple title to the Property; and

(ii) Developer shall have acquired the Property from Owner and Owner shall have assigned this Agreement to Developer.

6.3 Service Plan. This Agreement constitutes a service plan in compliance with Subchapter C-3 of the Texas Local Government Code. Currently the Town provides no service other than plat review. In addition to the infrastructure described in this Agreement, upon annexation of the Property, the Town will provide the same police and fire services available to other citizens of the Town and will maintain any public Town dedicated roads and parks.

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given). In addition, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the default (for example, the Town shall not be entitled to suspend its performance with regard to the development of "Tract X" by "Party A" based on the grounds that Party A is in default with respect to any other tract or based on the grounds that any other party is in default with respect to any other tract) unless the default is in the nature of the failure to undertake a shared obligation as between such tracts or parties; or
- (c) adversely affect or impair the current or future obligations of the Town to provide water service to any portion of the Property within its water CCN; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind; or
- (e) limit the Term.

7.3 Governmental Powers; Immunity. It is understood that by execution of this agreement the Town does not waive or surrender any of its governmental powers, immunities or rights, except to the extent permitted by law and necessary to allow Owner, Scannell, Developer or any assignee to enforce its rights and remedies under this Agreement.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment by Owner to Developer and Developer to Successor Owners. Owner has the right (from time to time without the consent of the Town) to assign this Agreement to Developer in connection with the purchase of the Property by Developer. Developer has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title or interest of Developer under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of any portion of the Property or that is an entity that is controlled by or under common control with Developer. An Assignee shall be considered "Owner", a "Party" and "Developer" under this Agreement for purposes of the obligations, rights, titles and interests assigned to such Assignee. Each assignment shall be in writing executed by Owner or Developer, as applicable, and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, titles or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Provided that the successor owner assumes the liabilities, responsibilities and obligations of the

assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Developer shall release Developer from any liability that resulted from an act or omission by Developer that occurred prior to the effective date of the assignment. Developer shall maintain true and correct copies of all assignments made by Developer to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans as of the Effective Date.

8.2 Assignment by the Town. The Town shall not assign this Agreement, in whole or in part, and including any obligation, right, title or interest of the Town under this Agreement, without the prior written approval of Developer and the then-current Owner.

8.3 Encumbrance by Developer and Assignees. Developer has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in or otherwise encumber any of its rights, title or interest under this Agreement for the benefit of its lenders without the consent of, but with prompt written notice to, the Town and in no event later than ten (10) days after any such encumbrance takes effect. The collateral assignment, pledge, grant of lien or security interest or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

8.4 Encumbrance by Town. The Town shall not collaterally assign, pledge, grant a lien or security interest in or otherwise encumber any of its rights, title, or interest under this Agreement without Developer's and the then-current Owner's prior written consent.

ARTICLE IX RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County upon the conveyance of the Property to Developer. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties and all successor Owners of all or any part of the Property.

9.2 Releases. From time to time upon written request of Developer, the Town, through the Mayor, Administrator or a designee of their choice, shall execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, subject to the continued application of the Building Codes and the Development Standards.

9.3 Estoppel Certificates. From time to time upon written request of Developer, the Town through the Mayor, Administrator or a designee of their choice, shall execute a written estoppel certificate, subject to approval as to form by the Town Attorney, identifying: (a) any obligations of Developer or Owner under this Agreement that are in default; (b) with the giving of notice or passage of time, would be in default, and stating, to the extent true, that to the best knowledge and belief of the Town, Developer and Owner are in compliance with their duties and obligations under this Agreement, except as expressly identified; and (c) stating, to the extent true, that to the best knowledge and belief of the Town, the Town is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE X ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by facsimile; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice

is addressed); or (c) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this Section shall be addressed as follows:

To the Town: Town of Northlake
 Attn: Mayor
 1500 Commons Circle Suite 300
 Northlake, Texas 76226

To Northlake EDC: Northlake EDC
 1500 Commons Circle, Suite 300
 Northlake, Texas 76226
 Attn: Laura Montini
 Phone: (940) 648-3290
 Fax: (940) 648-0363
 Email: northlakeedc@town.northlake.tx.us

To Northlake CDC: Northlake CDC
 1500 Commons Circle, Suite 300
 Northlake, Texas 76226
 Attn: Andy Gibson
 Phone: (940) 648-3290
 Fax: (940) 648-0363
 Email: northlakeedc@town.northlake.tx.us

To Owner: Richard Foster, Karen Lewis, Shannon N. Gierisch and Rachel P. Weis
 c/o Richard Foster
 635 County Road 4840
 Haslet, Texas 76052
 Email: richardfoster@embarqmail.com

With a Copy to: Thomas C. Hillsman
 Attorney at Law
 6519 Westgate Drive
 Dallas, Texas 75254-9114
 Phone: (214) 289-0991
 Email: hillsman@swbell.net

With a Copy to: Scannell Properties, LLC
 8801 River Crossing Blvd., Suite 300
 Indianapolis, IN 46240
 Attn: Marc Pfleging

To Developer: Scannell Properties, LLC
 5949 Sherry Lan, Suite 1550

Dallas, TX 75225
Attn: Kris Arviso
Email: krisa@scannellproperties.com

With a Copy to: Scannell Properties, LLC
8801 River Crossing Blvd., Suite 300
Indianapolis, IN 46240
Attn: Marc Pfleging

With a Copy to: Akerman LLP
2001 Ross Avenue, Suite 3600
Dallas, TX 75201
Attn: Mark C. McElree
Email: mark.mcelree@akerman.com

10.3 Reservation of Rights. UPON THE EFFECTIVE DATE, THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE ANY RIGHTS UNDER CHAPTER 245, LOCAL GOVERNMENT CODE. OWNER AND DEVELOPER WAIVE ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER OR DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER AND DEVELOPER DO NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND OWNER AND DEVELOPER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT OWNER AND/OR DEVELOPER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY OWNER OR DEVELOPER.

10.4 Rough Proportionality. As additional consideration for the reimbursements received by Developer under this Agreement, Developer agrees that all dedications, construction costs and other payments made by Developer related to the Infrastructure Improvements are roughly proportional to the need for such Infrastructure Improvements created by the development of the Property and Developer hereby waives any claim with respect thereto that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met and that any costs incurred relative to the dedication, construction costs and other payments for the Infrastructure Improvements are related both in nature and extent to the impact of Developer's development of the Property. Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Infrastructure Improvements and the projected impact of Developer's development of the Property.

10.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212. 171, et. seq., of the Texas Local Government Code.

10.6 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 3.3, this Agreement shall not be modified or amended except in writing signed by the Town, Owner and the owner of the portion of the Property affected by the amendment; provided, however, that any amendment entered into prior to acquisition of the Property by Developer shall also require the written consent of Developer. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third-Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. Scannell and Developer shall be considered a third-party beneficiary of this Agreement. No other person or entity shall have any right, title or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement and time shall be of the essence in such performance; provided, however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of

a force majeure, the Party claiming the right to temporarily suspend its performance shall give Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this Section, unless otherwise separately agreed by the affected Party.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

10.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Intentionally deleted.
Exhibit C	Detailed Site Plan
Exhibit D	Description of Infrastructure Improvements

SIGNATURES APPEAR ON NEXT PAGE.

By: _____
David Rettig, Mayor

By: _____
Shirley Rogers, Town Secretary

Ashley Dierker, Town Attorney

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Rettig, Mayor of the Town of Northlake, on behalf of said town.

SIGNATURE PAGE OF TOWN TO DEVELOPMENT AGREEMENT BETWEEN
FOSTER *ET AL.* AND TOWN OF NORTHLAKE

NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION

By: _____
Laura Montini, President of the Board of Directors

ATTEST:

By: _____
Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Laura Montini, President of the Board of Directors, Northlake Economic Development Corporation on behalf of said development corporation.

Notary Public, State of Texas

NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION

By: _____
Andy Gibson, President of the Board of Directors

ATTEST:

By: _____
Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Andy Gibson, President of the Board of Directors, Northlake Community Development Corporation on behalf of said development corporation.

Notary Public, State of Texas

OWNER:

Richard Foster

Karen Elaine Lewis

Shannon N. Gierisch

Rachel P. Weiss

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____
_____.

Notary Public, State of Texas

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____
_____.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the ____ day of _____, 2020, by _____.

Notary Public, State of Texas

Exhibit A

(A metes and bounds description of the Property follows this cover page.)

PROPERTY DESCRIPTION

STATE OF TEXAS:
COUNTY OF DENTON:

BEING a tract of land situated in the H. Anderson Survey, Abstract No. 25 and the A. Gawltney Survey, Abstract No. 500, Denton County, Texas, being all of that tract of land as described in deed to Richard Howard Foster, Marilyn Stewart, and Karen Elaine Lewis (hereafter referred to as Foster tract), recorded in Volume 4301, Page 1840, Deed Records, Denton County, Texas (DRDCT), being all of that tract of land as described in deed to Karen Elaine Lewis, recorded in 97-R0086279, DRDCT, and being more particularly described as follows:

BEGINNING at a 5/8" rebar capped found at the most westerly southwest corner of said Foster tract and the southeast corner of the remainder portion of a tract of land as described in deed to Petrus Investment, L.P., recorded in Volume 4246, Page 546, DRDCT, said point lying in the north line of Texas Motor Speedway, an addition to the City Fort Worth, Denton County, Texas as recorded in Cabinet V, Page 493, Plat Records, Denton County, Texas, from which a 5/8" rebar capped found at a point of curve in the north line of said addition bears a chord of N 60°40'28" W, 891.25 feet (plat 891.58 feet);

THENCE N 02°01'26" W, along the west line of said Foster tract and the east line of said Petrus tract, a distance of 3205.72 feet (deeds 3205.60 feet & 3206.95 feet) to a 5/8" rebar found in Harmonson Road, being the northwest corner of said Foster tract and the northeast corner of said Petrus tract, from which a 1/2" rebar found at the most northerly northwest corner of said Petrus tract bears N 89°39'53" W, 1876.15 feet (deed 1877.08 feet);

THENCE N 89°41'14" E, along said Harmonson Road and the north line of said Foster tract, a distance of 1714.69 feet (deed 1714.58 feet) to a point for corner at the northeast corner of said Foster tract;

THENCE S 00°29'44" E, along said Harmonson Road and the east line of said Foster tract, at a distance of 2526.18 feet passing a 5/8" rebar capped RPLS 5587 found at the most easterly northeast corner of said Karen Elaine Lewis tract recorded in 97-R0086279, DRDCT, at a distance of 2546.38 feet passing a PK nail found in said Harmonson Road at the most easterly southeast corner of said Lewis tract, continuing a total distance of 3234.38 feet (deed 3234.19 feet) to a 5/8" rebar capped RPLS 5587 found at the southeast corner of said Foster tract, from which a 5/8" rebar found bears S 87°48' E, 14.41 feet;

THENCE S 89°41'21" W, departing said Harmonson Road, along the south line of said Foster tract, a distance of 1555.00 feet to a point for corner at the most southerly southwest corner of said

EXHIBIT A TO DEVELOPMENT AGREEMENT BETWEEN
FOSTER ET AL. AND TOWN OF NORTHLAKE

Foster tract, from which a 5/8" rebar capped Clearfork RPLS 5649 found bears S 27°14' E, 1.8 feet;

THENCE N 00°14'16" W, along a reentrant line of said Foster tract, a distance of 30.05 feet (deed 30.00 feet) to a point for corner at a fence corner, being a reentrant corner of said Foster tract;

THENCE S 89°39'52" W, along a reentrant line of said Foster tract, a distance of 74.32 feet (deed 74.34 feet) to the POINT OF BEGINNING and containing 5,404,087 square feet or 124.061 acres of land of which a portion of may lie within areas of possible conflict as shown on the survey dated March 11, 2020 by Goodwin & Marshall, Inc. Subject to the rights of the public along said Harmonson Road.

NOTE:

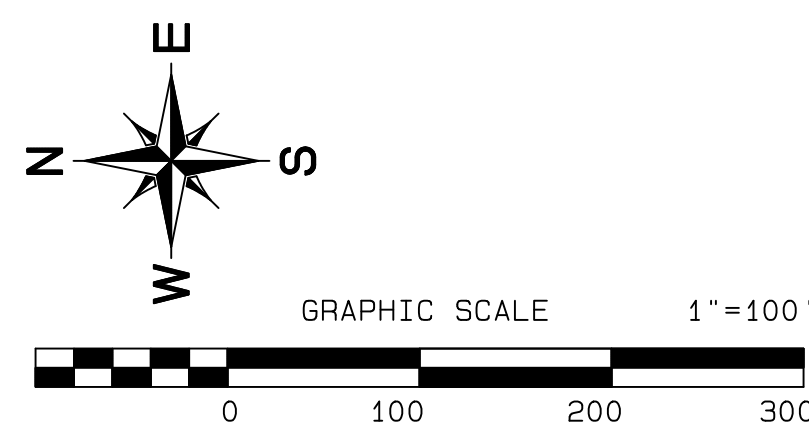
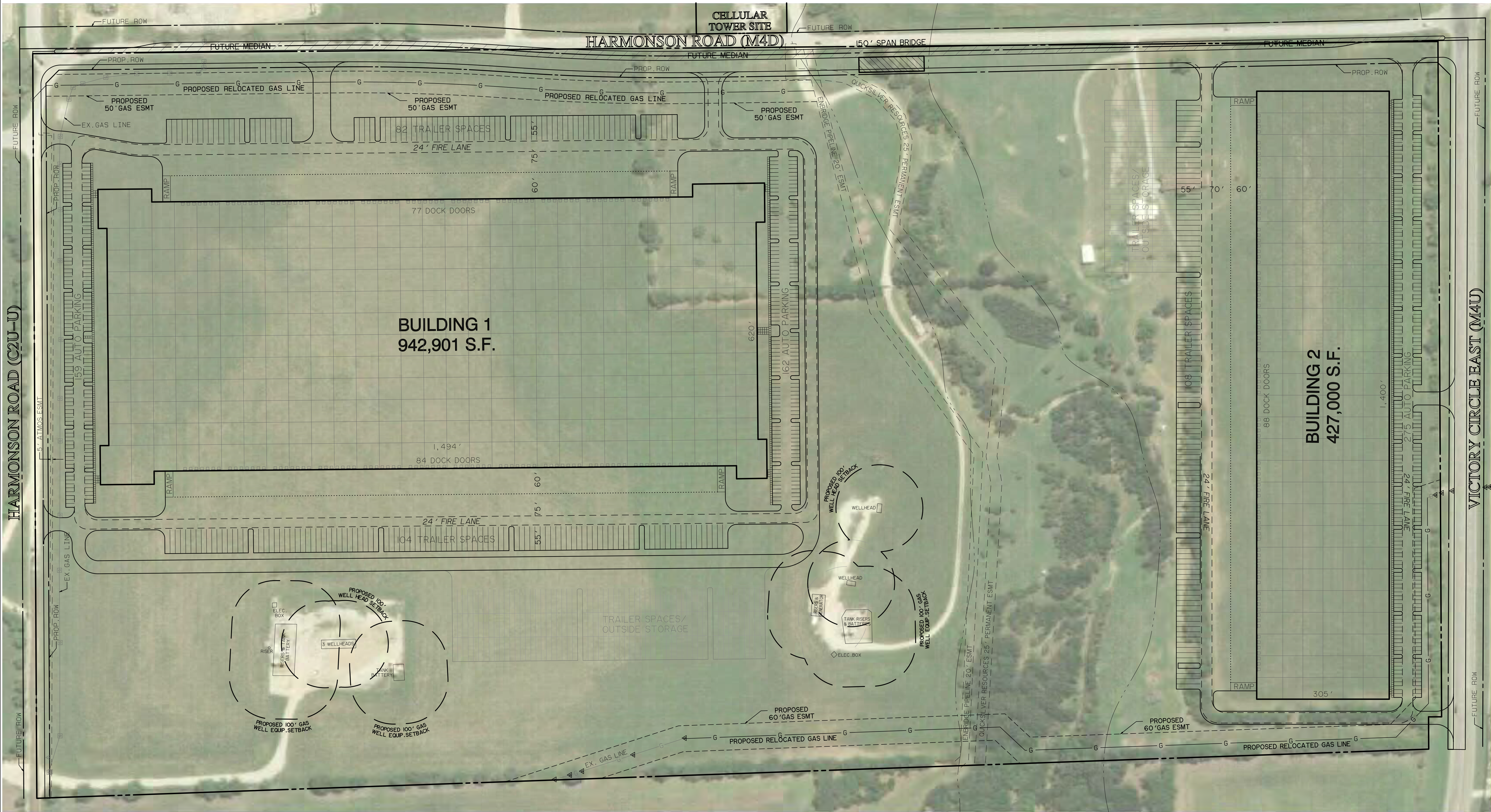
Bearings are referenced to Texas State Plane Coordinate System, North Central Zone (4202), North American Datum of 1983 as derived from GPS observation.

Exhibit B

(Intentionally deleted.)

Exhibit C

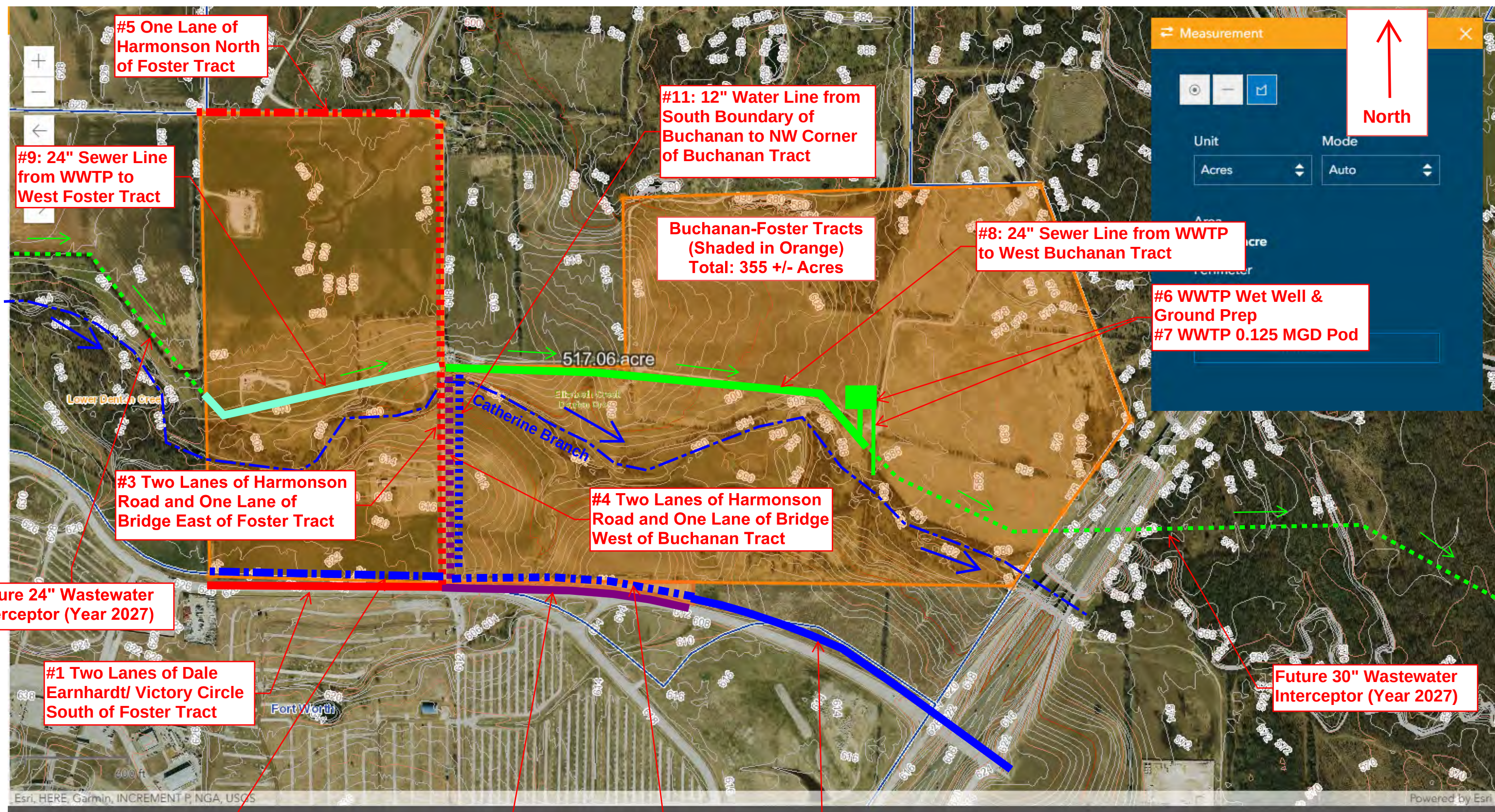
(The Detailed Site Plan follows this cover page.)



PRELIMINARY SITE PLAN
FOR
SPEEDWAY DISTRIBUTION
CENTER EAST
BEING
±124.061 ACRES
SEPTEMBER 2020

Exhibit D

(A description of the Infrastructure Improvements follows this cover page.)



**Buchanan-Foster Development
Infrastructure Off-Site Public
Improvements**
May 27, 2020



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

NO. 20-1008B

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF NORTHLAKE, TEXAS, THE NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION, THE NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION, AND NORTHLAKE 35, LLC FOR A COMMERCIAL DEVELOPMENT TO BE LOCATED ON APPROXIMATELY 250 ACRES OF LAND IN THE HOLLAND ANDERSON SURVEY, ABSTRACT NO. 25, THE H.W. COCKE SURVEY, ABSTRACT 310, THE W.P. HARMONSON AND BEN WATERS SURVEY, ABSTRACT NO. 642, THE WILLIAM MURRAY SURVEY, ABSTRACT NO. 890 AND THE SIMEON E. PARK SURVEY, ABSTRACT NO. 1005, DENTON COUNTY, TEXAS; AUTHORIZING THE TOWN ADMINISTRATOR TO EXECUTE SAID DEVELOPMENT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town has negotiated a development agreement with Northlake 35, LLC (the "Agreement") to govern the development of approximately 250 acres of land generally known as the Buchanan Tract; and

WHEREAS, among other things, the Agreement governs permitted development of the property, road alignment and construction, water and sewer facility installation, and voluntary annexation into Town; and

WHEREAS, pursuant to Section 4.9 of the Town's United Development Code, the Town Council held a public hearing on September 10, 2020 to hear comments related to the Agreement; and

WHEREAS, upon review and consideration of the Agreement attached as **Exhibit "A"** and all matters attendant and related thereto, the Town Council is of the opinion that the Agreement is in the best interest of the Town and its citizens and should be approved; and

WHEREAS, pursuant to Section 4.9 of the Town's United Development Code, the Town Council desires to authorize the Town Administrator to negotiate with the property owner any items required to finalize the Agreement in accordance with Town Code and Council direction and to execute the Agreement once finalized.

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

SECTION 1.

The preambles previously written are true and correct and are incorporated herein.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

SECTION 2.

The Agreement, attached as **Exhibit "A"**, having been reviewed by the Town Council of Northlake and found to be acceptable and in the best interest of the Town and its citizens and businesses, is hereby approved.

SECTION 3.

The Town Administrator, upon approval as to form by the Town Attorney, is hereby authorized to finalize and execute the Agreement attached as Exhibit A including all required exhibits to said Agreement on behalf of the Town following execution by the property owner. The property owner shall accept and execute the Agreement as finalized by the Town Administrator (including all required exhibits thereto) within ten (10) working days following submittal of an application to the Town for preliminary plat review and approval.

SECTION 4.

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

PASSED AND APPROVED on this the 8th day of October 2020

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

EXHIBIT A
Development Agreement

DEVELOPMENT AGREEMENT

This Development Agreement (this "Agreement") is executed among the Town of Northlake, Texas, a general law municipality (the "Town"), the Northlake Economic Development Corporation (the "EDC") and the Northlake Community Development Corporation (the "CDC") (the EDC, together with the CDC, the "DCs"), and Northlake 35, LLC, a Texas limited liability company (such entity together with its permitted successors and assigns, the "Developer" or "Owner") (each being referred to, individually, as a "Party" and, collectively, as the "Parties") to be effective when signed by both Parties (the "Effective Date").

ARTICLE I RECITALS

WHEREAS, Owner is the owner of approximately 249.299 acres of land described by metes and bounds on Exhibit A attached hereto and incorporated herein (the "Property"); and

WHEREAS, the Property is located wholly within the extraterritorial jurisdiction (the "ETJ") of the Town; and

WHEREAS, Developer intends to develop on the Property industrial facilities for distribution, warehousing, office, storage, manufacturing, and/or assembly containing, in the aggregate, approximately 2,000,000 square feet of space (the "Project"); and

WHEREAS, the Town will provide the Project with retail water and sanitary sewer service in accordance with Certificate of Convenience and Necessity Numbers 12915 and 20866, respectively; and

WHEREAS, certain public infrastructure improvements need to be constructed in order to bring water and sanitary sewer service to the Property, improve access to the Property and otherwise allow for development of the Property, including the Collector Road, the Harmonson Road Improvements, the Harmonson Road Bridge, the Sewer Plant Facilities, the Sewer Utility Facilities, and the Water Utility Facilities (collectively, the "Infrastructure Improvements"), all as more particularly described herein; and

WHEREAS, this Agreement allocates between the Parties responsibility for the construction and payment of such Infrastructure Improvements; and

WHEREAS, the Town Council has determined that this Agreement and the development of the Property described herein comply in all respects with the Town's Comprehensive Plan; and

WHEREAS, the Town will consider plats of all or a portion of the Property in accordance with this Agreement; and

WHEREAS, pursuant to that certain Interlocal Cooperation Agreement between the Town and the County effective November 12, 2002 (the "Interlocal Agreement"), and Section 242.001(a)(3) of the Texas Local Government Code, the Town has exclusive jurisdiction over subdivision platting and all related permits for the Property; and

WHEREAS, this Agreement is a development agreement as provided for by Section 212.172 of the Texas Local Government Code with incentives authorized by Section 380.001 of the Texas Local Government Code; and

WHEREAS, the Parties have the authority to enter into this Agreement pursuant to Section 212.171, *et seq.* of the Texas Local Government Code and Chapter 380 of the Texas Local Government Code; and

WHEREAS, the Town is agreeable to the Property being annexed into the Town ("Annexation") and developed in accordance with this Agreement, which will remain in place for the Term (as hereinafter defined) of this Agreement and be binding on all subsequent purchasers of all or any portion of the Property as provided herein and by Section 212.172 of the Texas Local Government Code, subject to the express provisions of Section 212.172 of the Texas Local Government Code; and

WHEREAS, it is the intent of this Agreement to establish certain legally binding commitments regarding the entitlement and development of the Property and the Parties are proceeding in reliance on the enforceability of this Agreement; and

NOW THEREFORE, for and in consideration of the mutual covenants of the Parties set forth in this Agreement, and for other good and valuable consideration the receipt and adequacy of which are acknowledged and agreed by the Parties, the Parties agree as follows:

ARTICLE II PURPOSES AND TERM

2.1 Purposes. The Parties desire to enter into this Agreement to: (a) extend the Town's planning authority over the Property by providing for a development plan under which certain general uses and development of the Property are authorized; (b) provide for infrastructure for the Property, including the Infrastructure Improvements; (c) establish the means of and terms for constructing and financing the Infrastructure Improvements; (d) provide for the Annexation of the Property, specify the uses and development of the Property before and after Annexation and include other lawful terms and consideration.

2.2 Term. The term of this Agreement shall commence on the Effective Date and run for (i) twenty (20) years after the Effective Date or (ii) until all certificates of occupancy are issued by the Town, all Infrastructure Improvements are accepted by the Town, and all reimbursements, credits and fees have been paid to the Developer hereunder, all pursuant to the terms and conditions set forth herein, whichever is later (the "Term"), but subject to the Term limitations set forth in Section 212.172 of the Texas Local Government Code.

ARTICLE III DEVELOPMENT REGULATIONS

3.1 Governing Regulations. Development of the Property, before and after Annexation, shall be governed solely by this Agreement and the following regulations (collectively, the "Governing Regulations"):

(a) Subject to the limitations set forth in Section 3.2 below, development standards applicable to the Industrial (I) zoning district set out in the Town's Unified Development Code (the "UDC") in effect as of the date of a submittal for a permit application to the Town, except any amendments made after the Effective Date of this Agreement from which the Project is exempt under Chapter 245 of the Texas Local Government Code, excluding Article 13 (the "Development Standards");

(b) Building, plumbing, electrical, mechanical and fire codes adopted by the Town and uniformly enforced within the Town's corporate boundaries, as may be amended from time to time, and any subsequently adopted local amendments to uniform building, fire, electrical, plumbing or mechanical codes that are uniformly applicable to similarly situated development within the Town's corporate boundaries (the "Building Codes");

(c) Town's Engineering Design Manual in effect as of the Effective Date (the "Engineering Design Manual");

(d) Detailed Site Plan;

(e) Preliminary plat for the Property approved by the Town in accordance with this Agreement (the "Preliminary Plat"); and

(f) Final plat for the Property approved by the Town in accordance with this Agreement ("Final Plat").

3.2 Zoning. Developer and the Town agree that the Property shall be developed, before and after Annexation by the Town, in accordance with the Development Standards. This Agreement constitutes a petition for voluntary Annexation of the Property pursuant to Article VI herein. Promptly after the Effective Date hereof, Developer will also submit an application to the Town to zone the Property to PD Planned Development/Industrial or a Light Industrial Designation, as determined by Developer, for warehouses and distribution centers; provided, however, Article 13 of the UDC shall not apply to the Property. The Town will process the zoning application concurrently with this petition for voluntary Annexation of the Property. In the event of any conflict between this Agreement and any zoning ordinance adopted by the Town Council relating to the Property, whether existing on the Effective Date or hereinafter adopted or whether before or after Annexation of the Property by the Town, this Agreement shall prevail and control and Developer shall be entitled to develop the Property in accordance with the Governing Regulations.

3.3 Development Standards Revisions and Waivers.

(a) The Mayor, the Town Administrator or a designee may administratively approve in writing minor revisions to the Development Standards, including without limitation, the following: (i) an increase in the height of any structure by ten percent (10%) or less; (ii) a setback reduction of ten percent (10%) or less; or (iii) an increase in lot coverage of ten percent (10%) or less.

(b) The Town Council may waive strict compliance with the Development Standards on a case-by-case basis when Developer demonstrates, to the reasonable satisfaction of

the Town Council, that the requested waiver: (i) is not contrary to the public interest; (ii) does not cause injury to adjacent property; and (iii) does not materially adversely affect the quality of development. In addition the Town Council hereby approves the following exceptions to the Development Standards agreed upon by the Parties hereto: (i) loading dock areas for the Project may be oriented facing public rights-of-way so long as Developer utilizes, at a minimum, three foot (3') undulating berms with tree and shrub plantings in compliance with the Town's landscaping standards in effect on the Effective Date hereof; provided, however, that notwithstanding the Town's landscaping standards, no berm is required along Interstate Highway 35-West; (ii) the loading docks facing public rights-of-way shall be exempt from vertical articulation; and (iii) rooftop equipment not exceeding six feet (6') in vertical height and located fifty feet (50') from exterior walls shall be permitted for the Project but shall be screened with a quality metal material (as reasonably determined by Developer) in a color that is light and/or matches the building color, and such screen may be a maximum height of six feet (6').

3.4 Regulations Regarding Building Products, Materials, or Methods. The parties hereto find that the area in which the Property is located constitutes an area of architectural important and significance and the Town Council of the Town of Northlake, Texas, hereby designates it as an area of architectural important and significance for purposes of Chapter 3000 of the Texas Gov't Code (the "Code"). In consideration for the mutual covenants and conditions contained herein and pursuant to §3000.002(d) of the Code, Owner voluntarily consents to the application of all applicable Town rules, provisions, ordinances, orders, building codes, and other Governing Regulations described herein, which govern the use or installation of a building product or material in the construction, renovation, maintenance, or other alteration of a commercial building on the Property, regardless of whether a different building product or material is approved for use by a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. In addition, Owner voluntarily consents to the application of the Governing Regulations during the Term that establish a standard for a building product, material, or aesthetic method in construction, renovation, maintenance, or other alteration of a commercial building, regardless of whether the standard is more stringent than a standard for the product, material, or aesthetic method under a national model code published within the last three code cycles that applies to the construction, renovation, maintenance, or other alteration of the building. The Parties agree that during the Term: (a) the Town will not issue any permits for the Property in violation of the Governing Regulations (subject to any exceptions approved by the Town thereto); (b) the covenants contained within this Section constitute a material term of this Agreement; (c) Owner's voluntary consent to the application of the Governing Regulations to the Property, as described in this Section, constitutes a material inducement for the Town to authorize the credits described in Section 4.6 herein; and (d) the covenants contained herein shall run with the Property and shall bind the Developer and all successors and assigns, including end buyers.

3.5 Conflicts. In the event of any conflict between this Agreement and any other ordinance, rule, regulation, standard, policy, order, guideline or other Town-adopted or Town-enforced requirement, whether existing on the Effective Date or hereinafter adopted or whether before or after annexation of the Property by the Town (collectively, "Town Zoning Ordinances and Regulations"), this Agreement shall prevail and control. In the event of any conflict between any provision of this Agreement and the Governing Regulations, this Agreement shall prevail and control. In the event of any conflict between the Detailed Site Plan and any other Governing

Regulations, the Detailed Site Plan shall prevail and control. All Town Zoning Ordinances and Regulations that are inconsistent with the terms and provisions of this Agreement are hereby made inapplicable to the Property.

ARTICLE IV DEVELOPMENT PROCESS

4.1 Jurisdiction. Pursuant to the Interlocal Agreement, which grants exclusive authority to the Town pursuant to Section 242.001(d)(1) of the Texas Local Government Code, and Section 242.001(a)(3) of the Texas Local Government Code, the Town shall have and exercise exclusive jurisdiction over the review and approval of the Preliminary Plat and the Final Plat, amending plats, replats and minor replats, and approval of plans for Infrastructure Improvements (to the extent required herein) for the Property in accordance with this Agreement, and the County shall have and exercise no jurisdiction over such matters during the term of this Agreement.

4.2 Plats Required. The final subdivision of the Property shall require approval of the Preliminary Plat and the Final Plat by the Town in accordance with the Governing Regulations and this Agreement.

4.3 Construction of Infrastructure Improvements.

(a) The Town will reasonably and diligently cooperate to negotiate and effectuate a long term ground lease (the “Ground Lease”) with Developer or an affiliate thereof for the property (or a portion thereof) depicted as “Rectangular Property” in Exhibit B (the “Rectangular Property”), which Ground Lease shall lease to the Town the Rectangular Property or a portion thereof reasonably acceptable to the Town and the Developer for purposes of the construction, installation, operation and maintenance of a wastewater treatment site by the Town (the “Sewer Facilities Site”). Each Party shall be responsible for its respective costs and attorneys’ fees related to the negotiation of such Ground Lease. The Sewer Facilities Site is depicted as the “Temporary Treatment Sewage Plant” on Exhibit D attached hereto and by reference incorporated herein. The Town shall construct at its sole cost and expense, and shall continuously operate and maintain, such wastewater treatment plant and necessary appurtenances thereto (the “Sewer Plant Facilities”) on such Rectangular Property pursuant to all applicable laws, regulations and matters of record affecting such Rectangular Property and pursuant to the terms of such Ground Lease, including, without limitation, obtaining all permits, approvals and easements necessary for such Sewer Plant Facilities. The Ground Lease shall include standard and customary limitations, indemnification provisions by the Town and insurance obligations of the Town. The parties acknowledge that the Town may elect to upsize and extend the Sewer Plant Facilities beyond the scope that is necessary to serve the Project, so long as such upsizing does not adversely affect Developer’s planned development of the Project. Notwithstanding the foregoing or anything herein to the contrary, it is understood by the Parties hereto that Developer shall incur no cost, expense or liability in connection with such Sewer Plant Facilities, and accordingly, the Town shall be responsible for all costs, expenses and liability related thereto, including, without limitation, all construction, installation, maintenance, repair, replacement, upsizing and other costs for such Sewer Plant Facilities. The Town will be responsible for all costs associated with maintaining the Sewer Plant Facilities as well as any required future capital improvements, at no cost, liability or obligation to the Developer, but subject to reasonable approval in accordance with

the Ground Lease. In the event that the Town ceases its use of such Sewer Plant Facilities or abandons such Sewer Plant Facilities for a period of more than 30 consecutive days, then the Ground Lease shall provide that the rights granted to the Town by the Developer in and to the Rectangular Property shall cease and be null and void and the Ground Lease shall terminate; provided, however, in any such event, the Town shall, at Developer's election, either promptly remove, in a good, workmanlike manner, all of such Sewer Plant Facilities at the Town's sole cost and expense and shall restore the Rectangular Property to its condition existing prior to the installation, construction and operation of such Sewer Utility Facilities, or shall convey all of such Sewer Plant Facilities remaining on the Property to Developer, at no cost or expense to Developer.

(b) Developer shall be responsible for constructing and extending a new twelve-inch (12") water line and related facilities from the general area of the southern and most eastern point of the Property to the southern and most western boundary of the Property to serve the Project (collectively, the "Water Utility Facilities"). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of extending such Water Utility Facilities, the approval and issuance of which shall not be unreasonably withheld, conditioned or delayed by the Town to the extent any such approval or issuance is the responsibility of the Town. Developer shall also be responsible for the payment of all costs related to the construction, installation and maintenance of such Water Utility Facilities on the Property. Notwithstanding the foregoing or anything herein to the contrary, Developer shall be responsible for undertaking the construction and installation of certain offsite water facilities and infrastructure outside of the boundaries of the Property that are necessary to complete the Water Utility Facilities to serve the Project and to extend water service and water facilities to the boundary of the Property (the "Offsite Water Facilities"), including, without limitation, connecting, piping, and boring under Interstate Highway 35-West, which Offsite Water Facilities and the costs, plans and specifications therefore are subject to the Town's reasonable prior approval, not to be unreasonably withheld, conditioned or delayed, but the costs of such Offsite Water Facilities (the "Offsite Water Costs") shall be promptly and timely either paid in full by the Town directly or reimbursed in full by the Town to Developer. In no event shall Developer be responsible for the payment of the Offsite Water Costs related to such Offsite Water Facilities, all of which shall be the sole obligation of the Town, it being understood by the Parties that Developer shall only be responsible for the costs of the Water Utility Facilities on the Property. Developer and the Town shall cooperate in good faith to secure and obtain all necessary easements for such Water Utility Facilities and Offsite Water Facilities, and the Town shall reasonably assist Developer in obtaining any other approvals or consents necessary for such Water Utility Facilities and Offsite Water Facilities. Developer shall submit to the Town plans and specifications for the Water Utility Facilities and Offsite Water Facilities prior to commencing construction or requesting proposals for such improvements, the approval of which shall not be unreasonably withheld, conditioned or delayed. No advertising for bids or requests for proposals shall be delivered and no construction shall commence on the Water Utility Facilities or the Offsite Water Facilities until the related plans and specifications have been approved in writing by the Town, which approval shall not be unreasonably withheld, conditioned or delayed. The Town and Developer acknowledge and agree that the Town may elect to upsize the Water Utility Facilities or the Offsite Water Facilities beyond the scope that is necessary to serve the Project (the "Water Upsizing Costs"), so long as such upsizing does not adversely affect Developer's planned development of the Project. If the Town so elects, the Town shall, as a condition to the Town's ability to so upsize such Water Utility Facilities, pay for such upsizing directly by reimbursing Developer in full for such Water Upsizing Costs. In no event shall the

Developer be responsible for the Offsite Water Costs, Water Upsizing Costs, or the provision of water service to any properties other than the Property described herein, all of which shall be the responsibility of the Town pursuant to the terms and conditions set forth herein. The Town shall provide water service to serve the Project on a continuous and adequate basis.

(c) Developer shall be responsible for constructing and extending on the Property a new ten-inch (10") sanitary sewer line and related facilities from the Sewer Plant Facilities to the western boundary of the Property to serve the Project and the buildings constructed or to be constructed thereon (collectively, the "Sewer Utility Facilities"). In connection therewith, Developer shall be responsible for obtaining all permits and approvals that are necessary for purposes of extending such Sewer Utility Facilities, the approval and issuance of which shall not be unreasonably withheld, conditioned or delayed by the Town to the extent any such approval or issuance is the responsibility of the Town. Developer and the Town shall cooperate in good faith to secure and obtain all necessary easements for such Sewer Utility Facilities. Developer shall submit to the Town plans and specifications for the Sewer Utility Facilities prior to commencing construction or requesting proposals for such improvements, the approval of which shall not be unreasonably withheld, conditioned or delayed. No advertising for bids or requests for proposal shall be delivered and no construction shall commence until the related plans and specifications have been approved in writing by the Town, which approval shall not be unreasonably withheld, conditioned or delayed. The Town and Developer acknowledge and agree that the Town may elect to upsize the Sewer Utility Facilities beyond the scope that is necessary to serve the Project (the "Sewer Upsizing Costs"), so long as such upsizing does not adversely affect Developer's planned development of the Project. If the Town so elects, the Town shall, as a condition to the Town's ability to so upsize such Sewer Utility Facilities, pay for such Sewer Upsizing Costs directly by reimbursing Developer in full for such Sewer Upsizing Costs. In no event shall the Developer be responsible for the Sewer Upsizing Costs, any costs related to the Sewer Plant Facilities, or the provision of sewer service to any properties other than the Property described herein. The Town shall provide sewer service to serve the Project on a continuous and adequate basis.

(d) Cost Sharing of Water Utility Facilities and Sewer Utility Facilities. The Town will fund, in full, the construction of certain components of the Infrastructure Improvements as set forth herein, including: (1) Developer's costs incurred in connection with boring under Instate 35-West, connecting and tapping into the existing water line, and extending a water line beginning at the northeast corner of Interstate Highway 35-West and Dale Earnhardt Way and ending at southeast corner of Denton Central Appraisal District tract number 232465 adjacent to the Property, all of which shall be deemed part of the Offsite Water Facilities referenced in Section 4.3(b) above, (2) the construction, operation, installation, maintenance, repair and replacement of the Sewer Plant Facilities on the Rectangular Property as described in Section 4.3(a) above, (3) the oversizing of Water Utility Facilities and Sewer Utility Facilities within the Property in accordance with the Town's Water and Wastewater Master Plan given the base line size assumption of twelve inches (12") in diameter for Water Utility Facilities and ten inches (10") in diameter for Sewer Utility Facilities, and (4) all Water Upsizing Costs, Offsite Water Costs, and Sewer Upsizing Costs, pursuant to Sections 4.3(b) and (c) above.

(e) Public Dedication of Water/Sewer Utility Facilities. Upon construction and completion of the Water Utility Facilities (including any Offsite Water Facilities, as applicable) and/or Sewer Utility Facilities, as the case may be, in accordance with this Agreement, the Town

covenants and agrees that such Infrastructure Improvements shall be accepted for public dedication.

(f) Harmonson Road Improvements.

(i) In furtherance of the Project and future development within the vicinity of the Project, the Town and Developer agree that the following improvements need to be made by either the Parties hereto or by third parties (as described herein) to the portion of Harmonson Road running adjacent to the western boundary of the Property, all pursuant to the terms and conditions set forth herein, such work to be the responsibility of the Party designated specifically herein: (i) improve and expand the north/south portion thereof that is adjacent to the Property into a four (4) lane road based on the approximate specifications attached hereto as Exhibit D-1, subject to such reasonable modifications as required by Developer and reasonably acceptable to the Town in order to accommodate the development of the Project (the "Harmonson Road Improvements"); and (ii) replace existing bridge improvements and plan, design, improve, construct and install a new or updated two-lane bridge (collectively, the "Bridge Work") serving the Property crossing Catherine Branch Creek in accordance with the Texas Department of Transportation's AASHTO HL93 standards in effect as of the date hereof with multiple spans totaling 150 feet maximum (which may include, for the avoidance of doubt, three 50-foot maximum spans, two 75-foot maximum spans, or one 150-foot maximum span, or other similar combinations or variations thereof not to exceed 150 feet maximum), which bridge is labeled as the "150' Span Bridge" on Exhibit D attached hereto and by reference incorporated herein, and which bridge shall be in the general location shown on such Exhibit D ("Harmonson Road Bridge").

(ii) In connection with the Harmonson Road Improvements and the Harmonson Road Bridge, the Town and Developer agree as follows:

(A) *Harmonson Road Improvements:* With respect to the portion of Harmonson Road that runs north/south along the western boundary of the Property, Developer shall, after Annexation: (i) cooperate diligently with the Town to dedicate to the Town a portion of the Property (subject to Developer's reasonable approval and subject to all matters of record as of the date of such dedication) that is necessary to accommodate improvements to and the expansion of Harmonson Road, so long as such dedication does not interfere with or violate existing easements or existing aboveground and underground improvements, materially and adversely affect Developer's plans to improve the Property for purposes of the Project, or otherwise subject Developer to increased liability or material delays, cost or expense; and (ii) be responsible for the costs and expenses necessary to improve only the two (2) eastern lanes of Harmonson Road adjacent to the western boundary of the Property pursuant to plans and specifications mutually and reasonably acceptable to the Town and Developer ("Developer's Harmonson Road Work"), including pursuant to the plans attached hereto as Exhibit D-1, all at Developer's sole cost and expense. Except for the costs and expenses of Developer's Harmonson Road Work, Developer shall not be responsible for any costs or expenses related to the Harmonson Road Improvements or for the work

related to the Harmonson Road Improvements, all of which shall be the responsibility of the Town.

(B) *Harmonson Road Bridge:* With respect to the Harmonson Road Bridge, at Developer's option, either (i) Developer may undertake the Bridge Work in coordination and cooperation with the Town and the owner of the real property located immediately adjacent to the western boundary of the Property (the "Adjacent Owner"), subject to reimbursement of Developer by the Town (or the Town may cause reimbursement of Developer by the Adjacent Owner), promptly upon receipt of an invoice and cost documentation from Developer, of at least 50% of all hard and soft costs related to such Bridge Work (collectively, the "Bridge Costs"), it being acknowledged and agreed by the Parties hereto that in no event shall Developer be responsible for more than the *greater* of (a) 50% of all Bridge Costs and (b) \$464,500.00; or (ii) Developer may cooperate with the Adjacent Owner to cause Adjacent Owner to undertake the Bridge Work, provided in such event Developer shall pay directly to the Adjacent Owner, promptly upon receipt of an invoice and cost documentation from Adjacent Owner, the *lesser* of (a) 50% of all Bridge Costs and (b) \$464,500.00. The size and approximate location of the Harmonson Road Bridge shall be as depicted on Exhibit D attached and incorporated herein.

(iii) With respect to median cuts on Harmonson Road (as may be improved and expanded in accordance with this Agreement), the Town will allow a median and curb cuts in approximate locations illustrated on the Detailed Site Plan to be submitted by Developer to the Town to enable Developer to access the Property to and from Harmonson Road.

(g) Additional Roadway Improvements. Developer shall be responsible for the construction and installation of a future collector road to be named by the Developer either McPherson Drive, Buchanan Drive, or another name reasonably selected by the Developer and which new interior roadway on the Property shall start at the boundary of the Property adjacent to Dale Earnhardt Way and shall end at the northern boundary of the Project or in the approximate location of the northern boundary of the Property and shall run north and south along the interior of the Property ("Collector Road"). Collector Road shall be as generally depicted in Exhibit C attached hereto and by reference incorporated herein, and the size and other general specifications of such Collector Road shall be as shown in Exhibit C-1 attached hereto and by reference incorporated herein, subject to such reasonable modifications as required by Developer and reasonably acceptable to the Town in order to accommodate the development of the Project.

(h) Scope of Harmonson Road Improvements and Additional Roadway Improvements. The Town and Developer agree to negotiate promptly, diligently, and in good faith after the Effective Date hereof to finalize the full scope of work necessary for the Harmonson Road Improvements, the Harmonson Road Bridge, and the Collector Road, provided, however, such scope of work shall be deemed acceptable to the Town to the extent such location and dimensions of the Harmonson Road Improvements and Collector Road are as described in this Agreement.

(i) Public Dedication. The Town covenants and agrees that, upon completion of the Harmonson Road Improvements, the Harmonson Road Bridge, and the Collector Road as required herein, the Town shall accept public dedication of such Harmonson Road Improvements, Harmonson Road Bridge, and Collector Road at no additional cost or expense to Developer.

(j) Access Improvements. The Town agrees to cooperate with the Developer in obtaining permissions from the City of Fort Worth (“CoFW”) for curb cuts for vehicular ingress and egress to and from the Property to Dale Earnhardt Way and to cooperate with the Developer in obtaining permissions from the Texas Department of Transportation (“TX DOT”) for purposes of connecting and boring under Interstate Highway 35-W as part of the Offsite Water Facilities construction. The Parties acknowledge that all final decisions related to curb cuts for vehicular ingress and egress to and from Dale Earnhardt Way will be made by the CoFW and that all permissions needed for the Offsite Water Facilities related to Interstate Highway 35-W shall be made by TX DOT, provided the Town agrees to assist and cooperate with the Developer, CoFW, and TX DOT as requested.

4.4 Inspection of Infrastructure Improvements. At the Town’s option, but upon at least 48 hours’ notice to Developer and not more than two times per year, unless otherwise required as a result of an emergency situation presenting imminent harm to persons or property, Infrastructure Improvements located on the Property shall be inspected and tested for compliance with the Governing Regulations by a Town employee or third party inspector retained by the Town.

4.5 Building Permits.

(a) Developer shall not construct, or allow to be constructed, on the portion of the Property owned by such Developer a permanent building designed or intended for human occupancy or use (each, a “Structure” or “Building”) until a permit is issued certifying that the plans and specifications for the Structure are in compliance with the Building Codes and Development Standards, as the same may be modified by this Agreement (a “Building Permit”).

(b) The Town shall issue Building Permits if the plans and specifications for a Structure comply with the Building Codes and Development Standards, as the same may be modified by this Agreement. If the Town determines that plans and specifications are not in compliance with such requirements, the Town shall notify Developer in writing of all deficiencies within forty-five (45) days after receipt of the plans and specifications, and Developer shall have a reasonable amount of time to correct such deficiencies. Upon notice from Developer that such deficiencies have been corrected, the Town will promptly and diligently confirm compliance with the applicable Building Codes and Development Standards, and if such confirmation is made, the Town shall promptly issue the Building Permit(s). At the Town's option, Building Permits may be issued by a Town employee or a third party contractor retained by the Town.

4.6 Impact Fees. The Town shall assess water, wastewater, and roadway impact fees against the Property in accordance with Chapter 395, Texas Local Government Code (“Chapter 395”), and Article 9.03 of the Town’s Code of Ordinances (“Article 9.03”) (collectively, the “Impact Fees”), subject to Owner’s right to credits pursuant to Section 5.3.

4.7 Construction Related Fees. In exchange for the mutual covenants agreed to herein, the Town will waive fifty percent (50%) of the Town's Commercial Building Permit Fees, and one-hundred percent (100%) of the Public Works Fees and any other fees imposed by the Town that relate to the Infrastructure Improvements or the construction of any Structures or other buildings or improvements for the Project. This waiver shall exclude the cost of "callback" inspections, holiday or weekend inspections. Notwithstanding any provision in this Agreement to the contrary, the Developer shall pay the full cost of any and all impact fees described in Section 4.6 above; provided, however, Developer shall be reimbursed for any oversizing or upsizing of impact fee projects, in accordance with the terms and conditions set forth herein.

4.8 Construction Sales Tax. The Town receives and remits a total one percent (1%) local sales tax to the DCs (one-half percent (1/2%) to each the EDC and the CDC) for economic or community development (the "DCs Sales Tax"). The DCs will provide a grant payment to the Developer in the amount equal to one hundred percent (100%) of the DCs Sales Tax generated and received by or credited to the Town as a result of the construction of each Building, all Building tenant improvements, any Building remodel and the Infrastructure Improvements, including franchise utilities (the "Sales Tax Grant").

1. Documentation. The Developer must submit to the Town and the DCs a report describing the DCs Sales Tax incurred and paid by the Developer (the "Sales Tax Report").
2. Payment. The Sales Tax Grant is due and payable annually by the DCs within forty-five (45) days after the DCs receive the DCs Sales Tax from the Comptroller and the Sales Tax Report from the Developer.
3. Situs. The Developer shall be responsible for creating a sales tax situs in the Town of Northlake through the Texas State Comptroller which will require the Annexation of the Property prior to any sales tax eligible construction activity. The Town will only reimburse DCs Sales Tax generated in and remitted to the Town.

4.9 "Rollback" Tax Grant. Following Annexation of the Property into the Town, for any property taxes assessed by the Town pursuant to a change in the use of all or any portion of the Property under section 23.55 of the Texas Property Tax Code (the "Rollback Tax"), the Town will provide a grant payment to the Developer in the amount equal to the Town's portion of the Rollback Tax with respect to any portion of the Property (the "Rollback Tax Grant"); provided, however, that the Rollback Tax Grant shall not apply to any portion of the Property that was not "qualified open-space land" (within the meaning of section 23.51 of the Texas Tax Code before the Effective Date). The Rollback Tax Grant is due and payable by the Town to the Developer within forty-five (45) days after the Town receives or is credited with (i) payment of the Rollback Tax; and (ii) a report submitted by the Developer describing the Rollback Tax.

4.10 Third Party Work. Notwithstanding anything in this Agreement to the contrary, in the event Owner shall be responsible for sharing in the costs and expenses of any Infrastructure Improvements that are (i) to be priced, constructed and/or installed by any party other than Owner, and (ii) for which Owner shall be expressly responsible for contributing or reimbursing all or any portion of such cost or expense pursuant to the terms and conditions set forth in this Agreement

(the “Third Party Work”), including, without limitation, the Harmonson Road Bridge work described in Section 4.3(f)(ii)(B) above, then all of the following shall apply:

1. No advertising for bids or requests for proposals shall be delivered, no agreements shall be entered into with contractors, and no construction shall commence on such Third Party Work until the related plans and specifications, design elements, and pricing for same have been reviewed and approved by the Owner, which approval shall not be unreasonably withheld, conditioned or delayed; and

2. Upon completion of such Third Party Work, Owner shall have the right to review and inspect such Third Party Work and the costs and expenses thereof, and provided such work was done in accordance with the plans and specifications reviewed and approved by Owner prior to the commencement of such Third Party Work, then Owner shall reimburse the applicable party for its share of such expenses (as set forth in this Agreement) within 45-days of the later to occur of the following: (i) receipt of an invoice and cost documentation therefor; and (ii) receipt by Owner of a grading permit for the Project.

ARTICLE V RETAIL UTILITY SERVICE

5.1 Retail Water Service. Retail water service to the Property for development in accordance with this Agreement will be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Developer shall construct on-site Water Utility Facilities on the Property to serve the Project in accordance with Section 4.3(b) above.

5.2 Retail Sewer Service. Retail sewer service to the Property shall be provided by the Town at the Town's generally applicable in-town rates for comparable customer classes. Developer shall construct the Sewer Utility Facilities in accordance with Section 4.3(c) above.

5.3 Credits Against Impact Fees. Owner is entitled to offsets or credits against Impact Fees in accordance with Article 9.03 of the Town’s Code of Ordinances for costs and expenses actually incurred by Developer in the design, installation, construction, and completion of the Infrastructure Improvements that would be eligible for offsets or credits under such Article 9.03 (the “Impact Fee Credits”). The Impact Fee Credits will be credited to the benefit of Owner as and when Owner provides documentation required by such Article 9.03 to the Town reflecting the Infrastructure Improvements costs incurred by Owner that are eligible for offsets or credits pursuant to such Article 9.03, it being acknowledged and agreed that such documentation may be provided intermittently or all at once.

ARTICLE VI ANNEXATION OF THE PROPERTY

6.1 Annexation Process. This Agreement constitutes a petition for voluntary Annexation of the Property, with the filing of such petition being deemed effective within ten (10) days after the recordation of this Agreement in the Real Property Records of Denton County without further action by the Parties hereto. Pursuant to Texas Local Government Code, Chapter 43, Subchapter C-3, or other such provisions governing land as they may then exist, the Town shall initiate Annexation proceedings following the effective date of the petition pursuant to this Section

6.1. No subsequent change in the law regarding Annexation shall affect the enforceability of this Agreement or the Town's authority to annex the Property.

6.2 Service Plan. This Agreement constitutes a service plan in compliance with Subchapter C-3 of the Texas Local Government Code. Currently the Town provides no service other than plat review. In addition to the Infrastructure Improvements described in this Agreement, upon Annexation of the Property, the Town will provide the same police and fire services available to other citizens of the Town and will maintain any public Town dedicated roads and parks.

ARTICLE VII EVENTS OF DEFAULT; REMEDIES

7.1 Events of Default. No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time determined based on the nature of the alleged failure, but in no event less than thirty (30) days after written notice of the alleged failure has been given) (a "Default"). In addition, no Party shall be in Default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured.

7.2 Remedies. IF A PARTY IS IN DEFAULT, THE AGGRIEVED PARTY MAY, AT ITS OPTION AND WITHOUT PREJUDICE TO ANY OTHER RIGHT OR REMEDY UNDER THIS AGREEMENT, SEEK ANY RELIEF AVAILABLE AT LAW OR IN EQUITY, INCLUDING, BUT NOT LIMITED TO, AN ACTION UNDER THE UNIFORM DECLARATORY JUDGMENT ACT, SPECIFIC PERFORMANCE, MANDAMUS AND INJUNCTIVE RELIEF. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL:

- (a) entitle the aggrieved Party to terminate this Agreement; or
- (b) entitle the aggrieved Party to suspend performance under this Agreement unless the portion of the Property for which performance is suspended is the subject of the Default (for example, the Town shall not be entitled to suspend its performance with regard to the payment of the Rollback Tax Grant based on the grounds that Developer is in Default with respect to its construction of the Harmonson Road Improvements) unless the Default is in the nature of the failure to undertake a shared obligation as between such tracts or parties; or
- (c) adversely affect or impair the current or future obligations of the Town to provide water or sanitary sewer service to any portion of the Property; or
- (d) entitle the aggrieved Party to seek or recover monetary damages of any kind, except to the extent monetary payments are required by either Party hereunder and such failure to pay is the subject of such Default; or
- (e) limit the Term.

7.3 Governmental Powers; Immunity. It is understood that by execution of this Agreement, the Town does not waive or surrender any of its governmental powers, immunities, or rights.

ARTICLE VIII ASSIGNMENT AND ENCUMBRANCE

8.1 Assignment. Owner has the right (from time to time without the consent of the Town, but upon written notice to the Town) to assign this Agreement, in whole or in part, and including any obligation, right, title or interest of Owner under this Agreement, to any person or entity (an "Assignee") that is or will become an owner of all or any portion of the Property or that is an entity that controls, is controlled by or under common control with Owner. An Assignee shall be considered "Owner", a "Party" and "Developer" under this Agreement for purposes of the obligations, rights, titles and interests assigned to such Assignee. This Agreement may also be assigned by Owner to an Assignee in part with respect to the portion of the Property being acquired by such Assignee. Each assignment shall be in writing executed by Owner and the Assignee and shall obligate the Assignee to be bound by this Agreement to the extent this Agreement applies or relates to the obligations, rights, titles or interests being assigned. A copy of each assignment shall be provided to all Parties within fifteen (15) days after execution. Provided that the Assignee assumes the liabilities, responsibilities and obligations of the assignor under this Agreement as to the Property or portion of the Property in question, the assigning party will be released from any rights and obligations under this Agreement as to the Property involved in such assignment, effective upon receipt of the assignment by the Town. It is specifically intended that this Agreement and all terms, conditions and covenants herein shall survive a transfer, conveyance or assignment occasioned by the exercise of foreclosure of lien rights to a creditor or a party hereto, whether judicial or nonjudicial, as evidenced by execution of this Agreement by all lienholders against the Property as of the Effective Date subordinating such liens to this Agreement. No assignment by Owner shall release Owner from any liability that resulted from an act or omission by Owner that occurred prior to the effective date of the applicable assignment. Owner shall maintain true and correct copies of all assignments made by such Owner to Assignees, including a copy of each executed assignment and the Assignee's Notice information as required by this Agreement. Owner hereby represents and warrants that there are no liens against the Property to secure loans as of the Effective Date.

8.2 Encumbrance by Owner and Assignees. Owner has the right, from time to time, to collaterally assign, pledge, grant a lien or security interest in or otherwise encumber any of its rights, title or interest under this Agreement for the benefit of monetary lenders without the consent of, but with prompt written notice to, the Town and in no event later than ten (10) days after any such encumbrance related to a monetary lien takes effect. The collateral assignment, pledge, grant of lien or security interest or other encumbrance shall not, however, obligate any lender to perform any obligations or incur any liability under this Agreement unless the lender agrees in writing to perform such obligations or incur such liability. Provided the Town has been given a copy of the documents creating the lender's interest, including Notice (hereinafter defined) information for the lender, then that lender shall have the right, but not the obligation, to cure any default under this Agreement and shall be given a reasonable time to do so in addition to the cure periods otherwise provided to the defaulting Party by this Agreement and the Town agrees to accept a cure offered by the lender as if offered by the defaulting Party. A lender is not a Party to this Agreement unless

this Agreement is amended, with the consent of the lender, to add the lender as a Party. Notwithstanding the foregoing, however, this Agreement shall continue to bind the Property and shall survive any transfer, conveyance or assignment occasioned by the exercise of foreclosure or other rights by a lender, whether judicial or non-judicial. Any purchaser from or successor owner through a lender of any portion of the Property shall be bound by this Agreement and shall not be entitled to the rights and benefits of this Agreement with respect to the acquired portion of the Property until all defaults under this Agreement with respect to the acquired portion of the Property have been cured.

ARTICLE IX RECORDATION, RELEASES, AND ESTOPPEL CERTIFICATES

9.1 Binding Obligations. Pursuant to the requirements of Section 212.172(c) of the Texas Local Government Code, this Agreement and all amendments hereto shall be recorded in the deed records of the County upon the conveyance of the Property to Developer. In addition, all assignments of this Agreement shall be recorded in the deed records of the County and a copy of the recorded assignment shall be delivered to the Town as a condition to the Town having notice of the assignment or having the assignment binding upon the Town. This Agreement, when recorded, shall be binding upon the Property, the Parties and all successor Owners of all or any part of the Property during the Term hereof.

9.2 Releases. From time to time upon written request of Developer, the Town, through the Mayor, Administrator or a designee of their choice, shall execute, in recordable form, subject to approval as to form by the Town Attorney, a partial release of this Agreement if the requirements of this Agreement have been met, including with respect to a portion of the Project, subject to the continued application of the Building Codes and the Governing Regulations.

9.3 Estoppel Certificates. From time to time upon written request of Developer, the Town through the Mayor, Administrator or a designee of their choice, shall promptly execute a written estoppel certificate, subject to approval as to form by the attorney to the Town, identifying: (a) any obligations of Owner under this Agreement that are in Default; (b) any obligations of Owner under this Agreement that, with the giving of notice or passage of time, would be in Default; and (c) stating, to the extent true, that to the best knowledge and belief of the Town, Owner is in compliance with its duties and obligations under this Agreement, except as expressly identified.

ARTICLE X ADDITIONAL PROVISIONS

10.1 Recitals. The recitals contained in this Agreement: (a) are legislative findings by the Town Council; (b) are true and correct as of the Effective Date; (c) contribute to the basis upon which the Parties negotiated and entered into this Agreement; and (d) reflect the final intent of the Parties as stated therein. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect. The Parties have relied upon the recitals as part of the consideration for entering into this Agreement and, but for the intent of the Parties reflected by the recitals, would not have entered into this Agreement.

10.2 Notices. All notices required or contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "Notice") shall be in writing, shall be signed by or on behalf of the Party giving the Notice and shall be effective as follows: (a) on or after the 5th business day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested, with a confirming copy sent by facsimile; (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed); (c) on the day sent if sent by email to the email addresses set forth below; or (d) otherwise on the day actually received by the person to whom the Notice is addressed by delivery in person or by regular mail. Notices given pursuant to this Section shall be addressed as follows:

To the Town: Town of Northlake
 Attn: Town Administrator
 1500 Commons Circle Suite 300
 Northlake, Texas 76226
 Email: dcorn@town.notrhlake.tx.us

With a copy to: Taylor Olson Adkins Sralla Elam
 6000 Western Place, Suite 200
 Fort Worth, Texas 76107
 Attn: Ashley D. Dierker
 Phone: (817) 332-2580
 Fax: (817) 332-4740
 Email: adierker@toase.com

To Northlake EDC: Northlake EDC
 1500 Commons Circle, Suite 300
 Northlake, Texas 76226
 Attn: Laura Montini
 Phone: (940) 648-3290
 Fax: (940) 648-0363
 Email: northlakeedc@town.northlake.tx.us

To Northlake CDC: Northlake CDC
 1500 Commons Circle, Suite 300
 Northlake, Texas 76226
 Attn: Andy Gibson
 Phone: (940) 648-3290
 Fax: (940) 648-0363
 Email: northlakeedc@town.northlake.tx.us

To Developer: Northlake 35, LLC
 4090 Deep Valley Drive
 Dallas, Texas 75240
 Attn: Doug Johnson
 Phone: (972) 849-4009
 Email: doug.johnson@txcomdev.com

With a copy to: R&P Buchanan 249, LLC
2405 Mustang Drive
Grapevine, Texas 76051
Attn: Matt Goodwin
Phone: (817) 680-1061
Email: mgoodwin@gmcivil.com

With a copy to: Alston & Bird
1201 West Peachtree St NE
Suite 4900
Atlanta, Georgia 30309
Attn: Amber Pelot
Phone: (404) 881-7528
Email: Amber.Pelot@Alston.com

10.3 Reservation of Rights. UPON THE EFFECTIVE DATE, THIS AGREEMENT SHALL CONSTITUTE A "PERMIT" WITHIN THE MEANING OF CHAPTER 245, TEXAS LOCAL GOVERNMENT CODE. OWNER DOES NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE ANY RIGHTS UNDER CHAPTER 245, LOCAL GOVERNMENT CODE. OWNER AND/OR DEVELOPER WAIVE ALL CLAIMS THAT ANY OBLIGATION INCURRED BY OWNER AND/OR DEVELOPER SET OUT IN THIS AGREEMENT CONSTITUTES A "TAKING", AN ILLEGAL EXACTION OR INVERSE CONDEMNATION OF ALL OR ANY PORTION OF THE PROPERTY. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OWNER AND DEVELOPER DO NOT, BY ENTERING INTO THIS AGREEMENT, WAIVE (AND DEVELOPER EXPRESSLY RESERVES) ANY RIGHTS AND CLAIMS THAT DEVELOPER MAY HAVE ARISING FROM ANY ACTION BY THE TOWN AFTER THE EFFECTIVE DATE. THE TOWN SHALL NOT BE REQUIRED TO DETERMINE ROUGH PROPORTIONALITY OR NECESSITY AS PROVIDED FOR IN SECTION 212.904 OF THE TEXAS LOCAL GOVERNMENT CODE FOR ANY DEDICATIONS OR IMPROVEMENTS REQUIRED UNDER THIS AGREEMENT, AS AMENDED, OR OTHERWISE PROPOSED BY DEVELOPER.

10.4 Rough Proportionality. As additional consideration for the reimbursements received by Developer under this Agreement, Developer agrees that all dedications, construction costs and other payments made by Developer related to the Infrastructure Improvements are roughly proportional to the need for such Infrastructure Improvements created by the development of the Property and Developer hereby waives any claim with respect thereto that it may have. Developer further acknowledges and agrees that all prerequisites to such a determination of rough proportionality have been met and that any costs incurred relative to the dedication, construction costs and other payments for the Infrastructure Improvements are related both in nature and extent to the impact of Developer's development of the Property. Developer waives and releases all claims against the Town related to any and all rough proportionality and individual determination requirements mandated by Section 212.904, Texas Local Government Code, or the Texas or U.S. constitutions, as well as other requirements of a nexus between development conditions required pursuant to this Agreement with respect to the Infrastructure Improvements and the projected impact of Developer's development of the Property.

10.5 Authority and Enforceability. The Town represents and warrants that this Agreement has been approved by the Town Council in accordance with all applicable public notice requirements (including, but not limited to, notices required by the Texas Open Meetings Act) and that the individual executing this Agreement on behalf of the Town has been duly authorized to do so. Each Party acknowledges and agrees that this Agreement is binding upon such Party and enforceable against such Party in accordance with its terms and conditions, that the performance by the Parties under this Agreement is authorized by Section 212. 171, et. seq., of the Texas Local Government Code.

10.6 Entire Agreement; Severability; Amendment. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the subject matter of this Agreement. Except as provided in Section 3.3, this Agreement shall not be modified or amended except in writing signed by the Town, Owner and the owner of the portion of the Property affected by the amendment; provided, however, that any amendment entered into prior to acquisition of the Property by Developer shall also require the written consent of Developer. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

10.7 Applicable Law; Venue. This Agreement is entered into under and pursuant to, and is to be construed and enforceable in accordance with, the laws of the State of Texas and all obligations of the Parties are performable in Denton County, Texas. Venue and exclusive jurisdiction for any action to enforce or construe this Agreement shall be in Denton County, Texas.

10.8 No Waiver. Any failure by a Party to insist upon strict performance by another Party of any material provision of this Agreement shall not be deemed a waiver thereof and the Party shall have the right at any time thereafter to insist upon strict performance of any and all provisions of this Agreement. No provision of this Agreement may be waived except by writing signed by the Party waiving such provision. Any waiver shall be limited to the specific purposes for which it is given. No waiver by any Party of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

10.9 No Third-Party Beneficiaries. Except as otherwise provided in this Section 10.9, this Agreement only inures to the benefit of, and may only be enforced by, the Parties. No other person or entity shall have any right, title or interest under this Agreement or otherwise be deemed to be a third-party beneficiary of this Agreement.

10.10 Force Majeure. Each Party shall use good faith, due diligence and reasonable care in the performance of its respective obligations under this Agreement and time shall be of the essence in such performance; provided, however, in the event a Party is unable, due to force majeure, to perform its obligations under this Agreement, then the obligations affected by the force majeure shall be temporarily suspended. Within fifteen (15) business days after the occurrence of a force majeure, the Party claiming the right to temporarily suspend its performance shall give

Notice to all the Parties, including a detailed explanation of the force majeure and a description of the action that will be taken to remedy the force majeure and resume full performance at the earliest possible time. The term "force majeure" shall include events or circumstances that are not within the reasonable control of the Party whose performance is suspended and that could not have been avoided by such Party with the exercise of good faith, due diligence and reasonable care, including, without limitation, (i) acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or of the State of Texas or any civil or military authority, insurrections, riots, epidemics or pandemics (including COVID-19), quarantine restrictions, unusually severe weather, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, and (ii) breakage or accidents to machinery, pipelines or canals, and (iii) any other inabilities of a Party, whether similar to those enumerated or otherwise, any of which events in subclauses (i) - (iii) which are not within the control of the Party claiming such inability and which such Party could not have avoided by the exercise of due diligence and care. Any suspension of obligation(s) because of any force majeure shall terminate automatically sixty (60) days following the provision of the Notice described by this Section, unless otherwise separately agreed by the affected Party (which agreement shall not be unreasonably withheld, conditioned or delayed) or unless reasonably necessary as a result of an order of the Government of the United States or the State of Texas.

10.11 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

10.12 Further Documents. Each Party shall, upon request of the other Party, execute and deliver such further documents and perform such further acts as may reasonably be requested to effectuate the terms of this Agreement and achieve the intent of the Parties.

10.13 Exhibits. The following Exhibits are attached to this Agreement and are incorporated herein for all purposes:

Exhibit A	Metes and Bounds Description of Property
Exhibit B	Depiction of the Rectangular Property
Exhibit C	Collector Road Depiction
Exhibit D	Description of Infrastructure Improvements

SIGNATURES APPEAR ON NEXT PAGE.

TOWN:

By: _____
David Rettig, Mayor

ATTEST:

By: _____
Shirley Rogers, Town Secretary

[illegible]

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Rettig, Mayor of the Town of Northlake, on behalf of said town.

Notary Public, State of Texas

NORTHLAKE ECONOMIC DEVELOPMENT CORPORATION

By: _____

Laura Montini, President of the Board of Directors

ATTEST:

By: _____

Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Laura Montini, President of the Board of Directors, Northlake Economic Development Corporation on behalf of said development corporation.

Notary Public, State of Texas

NORTHLAKE COMMUNITY DEVELOPMENT CORPORATION

By: _____

Andy Gibson, President of the Board of Directors

ATTEST:

By: _____

Shirley Rogers, Town Secretary

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Andy Gibson, President of the Board of Directors, Northlake Community Development Corporation on behalf of said development corporation.

Notary Public, State of Texas

DEVELOPER:

Northlake 35, LLC

a Texas limited liability company

By: _____
Doug Johnson, Manager

STATE OF TEXAS §
 §
COUNTY OF §

This instrument was acknowledged before me on the ____ day of _____, 2020, by Doug Johnson, Manager of Northlake 35, LLC on behalf of said development company.

Notary Public, State of Texas

EXHIBIT A
PROPERTY DESCRIPTION

All that certain lot, tract, or parcel of land, situated in a portion of the Holland Anderson Survey, Abstract No. 25, the H. W. Cocke Survey, Abstract No. 310, the W. P. Harmonson and Ben Waters Survey, Abstract No. 642, the William Murray Survey, Abstract No. 890, the Simeon E. Park Survey, Abstract No. 1005, City of Northlake, Denton County, Texas, being all of the remainder of that certain called 255 acre tract described as First Tract, all of that certain called 90 acre tract described as Second Tract, all of the remainder of that certain called 35 1/4 acre tract described as Third Tract, all of the remainder of that certain called 43.79 acre tract described as Fourth Tract in a deed to Billy H. Buchanan and Billie F. Buchanan, Trustees of the Buchanan Family Trust dated July 13, 1992

(continued on following page)

recorded in Volume 3425, Page 569 of the Deed Records of Denton County, Texas (DRDCT), all of that certain called 1.823 acre tract described in a deed to Billie F. Buchanan, as Trustee of the Buchanan Family Trust dated July 13, 1992 recorded in Volume 4759, Page 371 (DRDCT), and being more completely described as follows, to-wit:

BEGINNING at a 1/2" iron rod found in the North line of said 43.79 acre tract, the Southwest corner of a called 1.000 acre tract described in a deed to PML Real Estate, LLC recorded in Document No. 2020-23283 (DRDCT), said point being 30.00 feet East from the centerline of Harmonson Road (apparent prescriptive variable width right-of-way);

THENCE North 89 deg. 14 min. 03 sec. East along the North line of said 43.79 acre tract, the South line of said 1.000 acre tract, and along a fence, at 21.83 feet pass a 1/2" iron rod found for reference, at 208.71 feet pass a 1/2" capped iron rod found stamped "CARTER W FORD" for the Southeast corner of said 1.000 acre tract and the most southerly Southwest corner of a called 204.358 acre tract described in a deed to Fast Track Development, LLC recorded in Document No. 2017-11634 (DRDCT), continue a total distance of 1,279.57 feet to a 5" metal fence post found for the Northeast corner of said 43.79 acre tract, the Southeast corner of said 204.358 acre tract, and being in the West line of said 90 acre tract;

THENCE North 00 deg. 23 min. 49 sec. East along the West line of said 90 acre tract, the East line of said 204.358 acre tract, and along a fence, a distance of 1,051.95 feet to a 6" metal fence post found for the Northwest corner of said 90 acre tract and an ell corner of said 204.358 acre tract;

THENCE in a northeasterly direction along the North line of said 90 acre tract, the West line of said 35 1/2 acre tract, the South and East lines of said 204.358 acre tract, and along a fence, being the called accepted common boundary line per said Document No. 2017-11634 (DRDCT) the following four (4) courses;

North 89 deg. 50 min. 21 sec. East, a distance of 530.05 feet to a 5" metal fence post found at H brace;

South 89 deg. 06 min. 24 sec. East, a distance of 790.55 feet to a 5" metal fence post found;

North 76 deg. 33 min. 38 sec. East, a distance of 553.03 feet to a 1/2" iron rod found from which another 1/2" iron rod found bears South 79 deg. 56 min. 25 sec. East - 0.60 feet;

North 00 deg. 02 min. 22 sec. East, a distance of 891.47 feet to a 5" metal fence post found for the Northwest corner of said 35 1/2 acre tract and the Southwest corner of a called 95.698 acre tract described as Tract 1 in a deed to Won Chang, Inc. recorded in Volume 5145, Page 406 (DRDCT);

THENCE North 88 deg. 45 min. 59 sec. East departing the East line of said 204.358 acre tract and continue along the North line of said 35 1/2 acre tract, the South line of said 95.698 acre tract, and along a fence, a distance of 1,045.96 feet to a Corps of Engineers concrete monument found stamped "P-501-5" for the Northwest corner of a tract of land described in a deed to Williams Quality Rental, LLC recorded in Document No. 2008-81438 (DRDCT);

THENCE South 09 deg. 22 min. 03 sec. West departing said North and South lines and continue along the West line of said Williams Quality Rental tract, and along a fence, a distance of 930.91 feet to a 1/2" iron rod found for ell corner of same;

THENCE South 21 deg. 16 min. 18 sec. East along said West line, a distance of 1,889.62 feet to a Corps of Engineers brass disk found stamped "RESET 080" for the most southerly corner of same and being in the Northwest right-of-way line Interstate Highway No. 35-W per deed to the State of Texas recorded in Volume 522, Page 168;

THENCE South 33 deg. 09 min. 34 sec. West along said Northwest right-of-way line and along a fence, a distance of 132.58 feet to a 5/8" capped iron rod found stamped "CARTER BURGESS" for the most northerly corner of a called 1.226 acre tract described in a deed to FW Sports Authority, Inc. recorded in Volume 5058, Page 2176 (DRDCT), from which a 1/2" iron rod found bears South 85 deg. 30 min. 04 sec. West - 2.48 feet;

THENCE South 40 deg. 27 min. 03 sec. West departing said Northwest right-of-way line and continue along the

Northwest line of said 1.226 acre tract and along a fence, a distance of 866.84 feet to a 1/2" iron rod found in the Northwest line of a called 349 acre tract described in a deed to the United States of America recorded in Volume 373, Page 452 (DRDCT), from which a 5/8" capped iron rod found stamped "CARTER BURGESS" bears North 40 deg. 44 min. 12 sec. East - 15.33 feet;

THENCE South 66 deg. 59 min. 17 sec. West along the Northwest line of said 349 acre tract, a distance of 301.19 feet to a 1/2" iron rod found for an ell corner of same, being in the South line of said 255 acre tract, and the North line of a called 192.912 acre tract described as Tract II in a deed to Petrus Investments, L.P. recorded in Volume 4246, Page 546 (DRDCT);

THENCE South 89 deg. 45 min. 34 sec. West along the North line of said 192.912 acre tract, the South lines of said 255 acre and 90 acre tracts, a distance of 2,123.15 feet to a 1/2" iron rod found for the Northeast corner of said 1.823 acre tract;

THENCE South 00 deg. 05 min. 00 sec. West along the East line of said 1.823 acre tract, a distance of 139.15 feet to a 5/8" capped iron rod found stamped "CARTER BURGESS" for the Southeast corner of same and being in the North right-of-way line of Dale Earnhardt Way (120' right-of-way width) as described in a dedication deed to the City of Fort Worth recorded in Volume 4863, Page 1 (DRDCT), from which a 1/2" iron rod found (bent) bears South 58 deg. 10 min. 27 sec. East - 1.26 feet, said point being a Point of Curvature of a non-tangent circular curve to the left, having a radius of 4,653.10 feet, a central angle of 12 deg. 18 min. 50 sec., and being subtended by a chord which bears North 83 deg. 44 min. 28 sec. West - 998.11 feet;

THENCE in a westerly direction along said curve to the left, the South line of said 1.823 acre tract, and said North right-of-way line, a distance of 1,000.04 feet to a 1/2" capped iron rod set stamped "GOODWIN & MARSHALL";

THENCE North 89 deg. 53 min. 53 sec. West tangent to said curve and continue along said South line and North right-of-way line, a distance of 600.12 feet to a 5/8" capped iron rod found stamped "CARTER BURGESS" for the Southwest corner of said 1.823 acre tract and being in an East line of Texas Motor Speedway recorded in Cabinet V, Page 493 of the Plat Records of Denton County, Texas (PRDCT), from which a 5/8" iron rod found in the South right-of-way line of said Dale Earnhardt Way bears and an ell corner of said Texas Motor Speedway bears South 00 deg. 52 min. 33 sec. East - 120.02 feet;

THENCE North 00 deg. 52 min. 33 sec. West along the West line of said 1.823 acre tract and the East line of said Texas Motor Speedway, at 22.92 feet pass a 1/2" iron rod found for the Northwest corner of said 1.823 acre tract, continue a total distance of 54.04 feet to the most northerly corner of said Texas Motor Speedway, from which a 1/2" iron rod found bears North 81 deg. 11 min. 51 sec. East - 0.95 feet;

THENCE South 81 deg. 11 min. 51 sec. West along the North line of said Texas Motor Speedway, a distance of 66.73 feet to a 1/2" iron rod found;

THENCE North 01 deg. 12 min. 48 sec. West departing said North line and being approximately 30.00 feet East of and parallel with the centerline of said Harmonson Road, a distance of 1,461.73 feet to the **POINT OF BEGINNING**, containing 10,859,459 square feet or 249.299 acres of land, more or less.

EXHIBIT B
DEPICTION OF RECTANGULAR PROPERTY

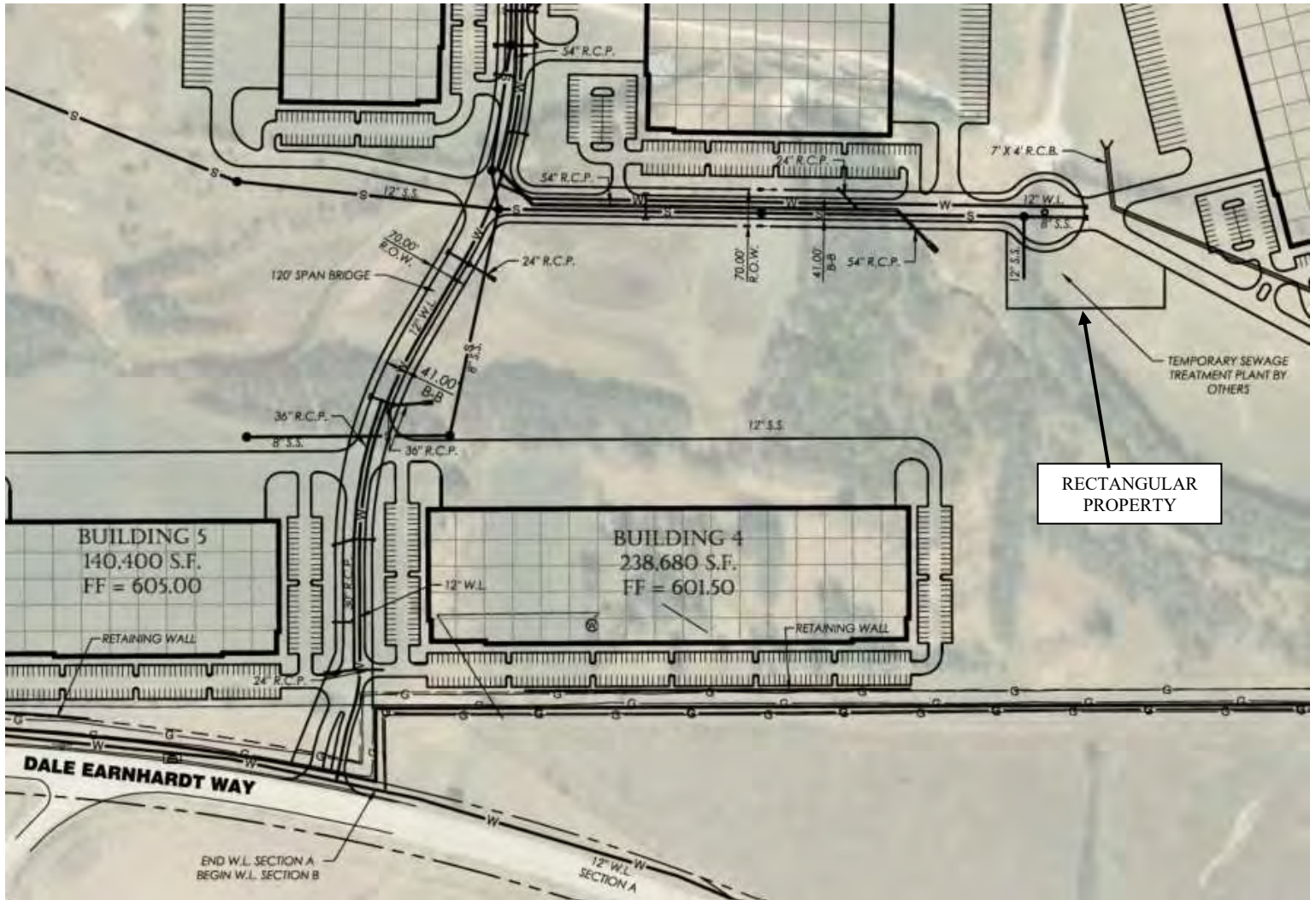


EXHIBIT C
COLLECTOR ROAD
Depiction

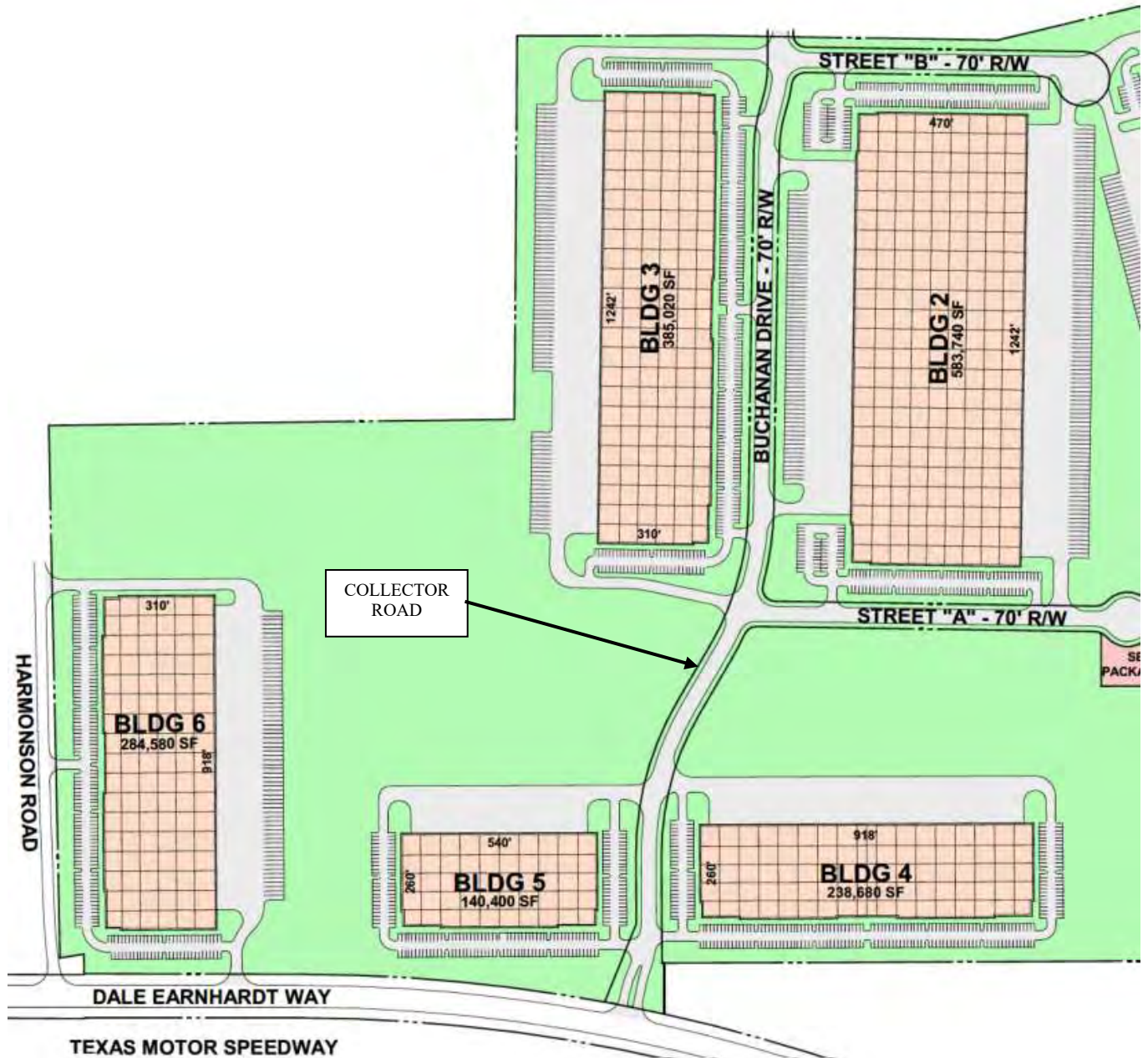


EXHIBIT C-1
COLLECTOR ROAD GENERAL SPECIFICATIONS

See attached.

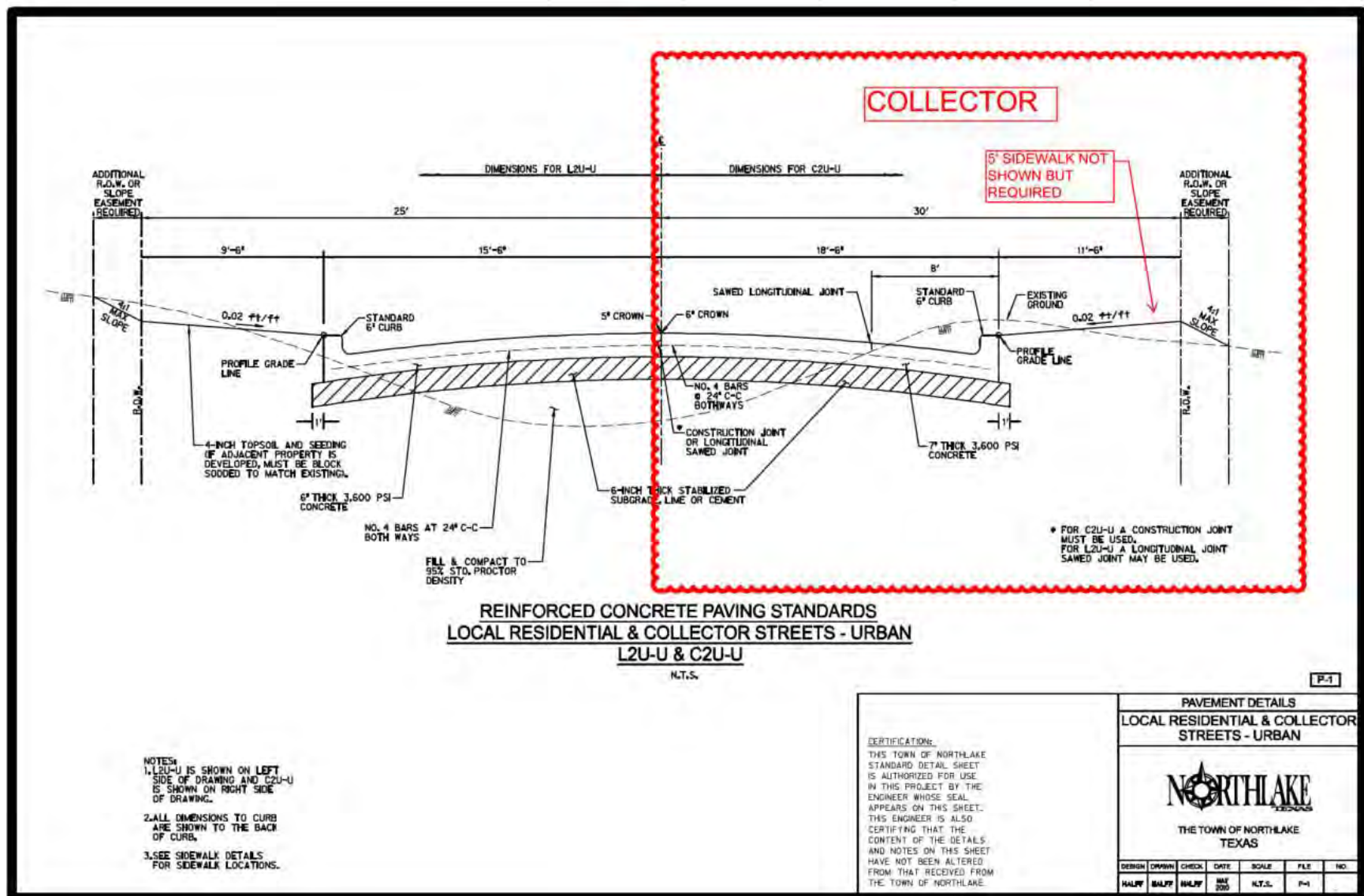
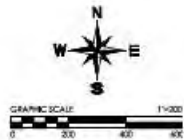
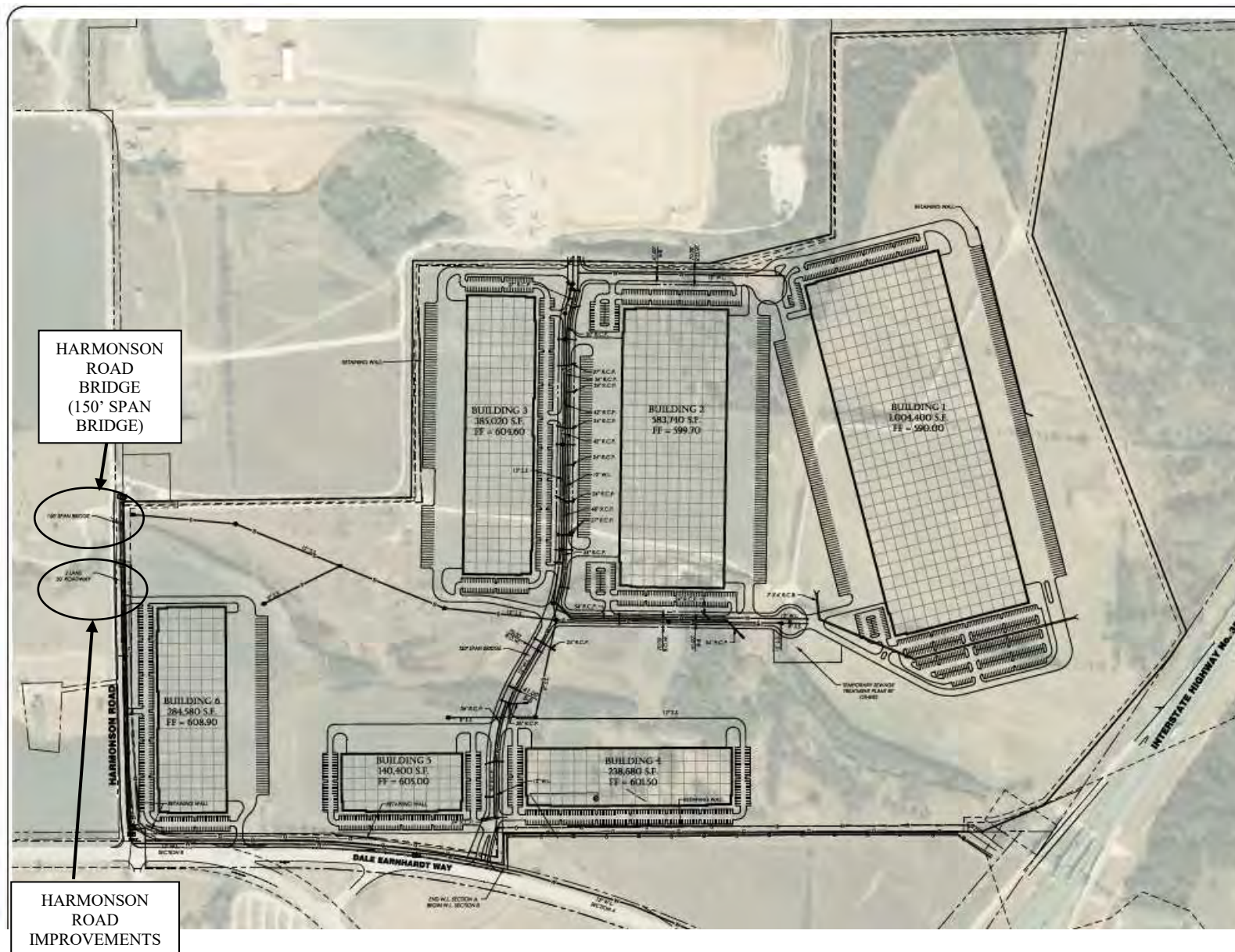


EXHIBIT D
DEPICTION OF INFRASTRUCTURE IMPROVEMENTS

See attached.



MATCHLINE - SEE THIS SHEET



WATER LINE QUANTITIES FOR DALE EARNHARDT WAY:

SECTION A: 2500 L.F. 12" WATER LINE
SECTION B: 1660 L.F. 12" WATER LINE

NOTE: 12" WATER LINE MAY BE LINED TO 16" THROUGH CITY PARTICIPATION

SANITARY SEWER QUANTITIES:

4700 L.F. 12" SANITARY SEWER LINE
1205 L.F. 8" SANITARY SEWER LINE

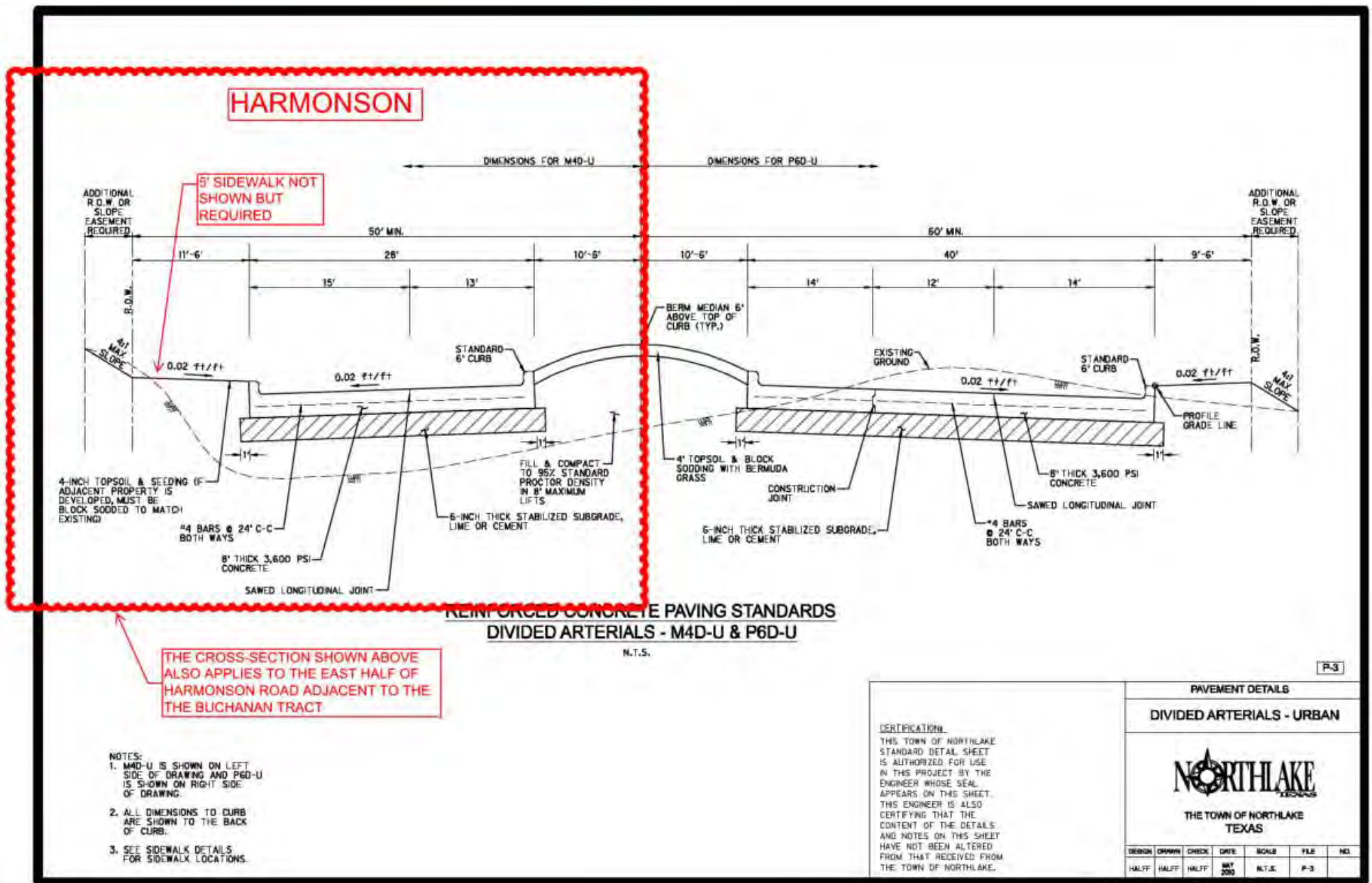
PREPARED BY:
GOODWIN & MARSHALL
CIVIL ENGINEERS - PLANNERS - SURVEYORS
2420 Mustang Drive, Greenville, Texas 75041
(817) 555-4373
1001 HIGHTOWER BLVD. # 200
DALLAS, TX 75201

**INFRASTRUCTURE EXHIBIT
OF
BUCHANAN PROPERTY**
BUTLER, TX

EXHIBIT D-1

HARMONSON ROAD GENERAL SPECIFICATIONS

See attached



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: TOWN OF NORTHLAKE FISCAL YEAR 2020-2021 ADOPTED BUDGET

SUBJECT: SERIES 2020 TAX NOTES ISSUANCE, \$7,000,000



GOALS/OBJECTIVES:

- Operate Efficiently and Effectively (Council Goal)
- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)
- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

- July 16, 2020 – Council adopted Resolution 20-18 expressing intent to reimburse design costs for wastewater treatment plant from Series 2020 Tax Notes
- August 13, 2020 – Council approved contract with Halff Associates to design plant
- September 10, 2020 – Council adopted Fiscal Year 2020-2021 Budget which including issuance of \$7,000,000 in tax notes for all or part of the following projects:
 - o Catherine Branch wastewater treatment plant and sewer line oversizing
 - o Water line from east of IH-35W to Catherine Branch project area
 - o Florance Road improvements from Strader Road to Yarbrough Lane
 - o Faught Road improvement from Old Justin Road to Robson Ranch Road
 - o Fire protection lines along Schober Road and Bingham Road

COUNCIL DIRECTION:

- Adopt ordinance issuing Series 2020 Tax Note, \$7,000,000 to finance projects

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS
COUNTY OF DENTON
TOWN OF NORTHLAKE

We, the undersigned Mayor Pro Tem and Town Secretary of the Town of Northlake, Texas (the "Town"), hereby certify as follows:

1. The Town Council of the Town (the "Council") convened in a regular meeting on October 8, 2020, at the designated meeting place, and the roll was called of the duly constituted officers and members of the Council, to-wit:

David Rettig, Mayor
Brian Montini, Mayor Pro Tem
Rena Hardeman, Councilmember
Jimmy Lambert, Councilmember
Roger Sessions, Councilmember
Danny Simpson, Councilmember

Shirley Rogers, Town Secretary

and all of said persons were present except _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written Ordinance entitled

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF NORTHLAKE, TEXAS, TAX NOTE, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

was duly introduced for the consideration of the Council. It was then duly moved and seconded that said Ordinance be adopted and, after due discussion, said motion, carrying with it the adoption of said Ordinance, prevailed and carried with all members present voting "AYE" except the following:

NOES: _____ ABSTAIN: _____

2. A true, full and correct copy of the aforesaid Ordinance passed at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; said Ordinance has been duly recorded in the official minutes of the Council; the above and foregoing paragraph is a true and correct excerpt from said minutes of said meeting pertaining to the passage of said Ordinance; the persons named in the above and foregoing paragraph, at the time of said meeting and the passage of said Ordinance, were the duly chosen, qualified and acting members of the Council as indicated therein; each of said officers and member was duly and sufficiently notified officially and personally in advance, of the time, place and purpose of the aforesaid meeting and that said Ordinance would be introduced and considered for passage at said meeting; and said meeting was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Texas Government Code, Chapter 551.

3. The Council has approved and hereby approves the aforesaid Ordinance; and the Mayor Pro Tem and the Town Secretary of the Town hereby declare that their signing of this Certificate shall constitute the signing of the attached and following copy of said Ordinance for all purposes.

SIGNED AND SEALED OCTOBER 8, 2020.

Town Secretary
Town of Northlake, Texas

Mayor Pro Tem
Town of Northlake, Texas

(Town Seal)

ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF TOWN OF NORTHLAKE, TEXAS, TAX NOTE, SERIES 2020; LEVYING AN ANNUAL AD VALOREM TAX AND PROVIDING FOR THE SECURITY FOR AND PAYMENT OF SAID NOTE; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT

WHEREAS, the Town Council (the "Council") of the Town of Northlake, Texas (the "Issuer") hereby finds and determines that it is necessary, useful and appropriate for the Issuer's public purposes to authorize and provide for the issuance and sale of notes of the Issuer for the purposes hereinafter set forth, as authorized by Chapter 1431, Texas Government Code, as amended; and

WHEREAS, it is officially found, determined, and declared that the meeting at which this Ordinance has been adopted was open to the public and public notice of the time, place and subject matter of the public business to be considered and acted upon at said meeting, including this Ordinance, was given, all as required by the applicable provisions of Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. RECITALS, AMOUNT AND PURPOSE OF THE NOTES. The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section. The tax note of the Issuer is hereby authorized to be issued and delivered in the aggregate principal amount of \$7,075,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with (1) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Issuer's waterworks and sewer system and the acquisition of land and rights-of-way therefor, (2) constructing and improving streets and roads, including related drainage, signalization, landscaping, sidewalks, lighting, utility relocation and replacement, bridges, signage and streetscape improvements and the acquisition of land and rights-of-way therefor (collectively, the "Project") and (3) the costs of professional services incurred in connection with the Project and the costs of issuance of the Note.

Section 2. DESIGNATION, DATE, DENOMINATION, NUMBER, AND MATURITY AND INTEREST RATE OF NOTES.

(a) Each Note issued pursuant to this Ordinance shall be designated: "TOWN OF NORTHLAKE, TEXAS, TAX NOTE, SERIES 2020," and initially there shall be issued, sold, and delivered hereunder one fully registered Note, without interest coupons, dated November 1, 2020, in the denomination and principal amount of \$7,075,000, numbered R-1, with any Note issued in replacement thereof being in the denomination and principal amount hereinafter stated and numbered consecutively from R-2 upward, payable in installments to the registered owner thereof, or to the registered assignee of said Note (in each case, the "Registered Owner"). Principal of said Note shall be payable in installments on the dates and in the amounts stated in the FORM OF NOTE set forth in **Exhibit A** hereto. The Note shall bear interest, calculated on the basis of a 360-day year of twelve 30-day months, from the delivery date set forth in **Exhibit A** hereto (the

"Delivery Date"), at the rate or rates set forth in **Exhibit A** hereto. Said interest shall be payable in the manner provided and on the dates stated in the FORM OF NOTE set forth in **Exhibit A** hereto.

The term "Notes" as used in this Ordinance shall mean and include collectively the Note initially issued and delivered pursuant to this Ordinance and all substitute Notes exchanged therefor, as well as all other substitute notes and replacement notes issued pursuant hereto, and the term "Note" shall mean any of the Notes.

(b) The Notes shall be subject to redemption prior to maturity as set forth in the FORM OF NOTE attached hereto as **Exhibit A**.

Section 3. CHARACTERISTICS OF THE NOTES.

(a) Registration. The Issuer shall keep or cause to be kept at the principal corporate trust office of _____, _____, Texas (the "Paying Agent/Registrar"), books or records for the registration of the transfer and exchange of the Notes (the "Registration Books"), and the Issuer hereby appoints the Paying Agent/Registrar as its registrar and transfer agent to keep such books or records and make such registrations of transfers and exchanges under such reasonable regulations as the Issuer and Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such registrations, transfers and exchanges as herein provided. The Paying Agent/Registrar shall obtain and record in the Registration Books the address of the Registered Owner of each Notes to which payments with respect to the Notes shall be mailed, as herein provided; but it shall be the duty of each Registered Owner to notify the Paying Agent/Registrar in writing of the address to which payments shall be mailed, and such interest payments shall not be mailed unless such notice has been given. The Issuer shall have the right to inspect the Registration Books during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit their inspection by any other entity. The Issuer shall pay the Paying Agent/Registrar's standard or customary fees and charges for making such registration, transfer, exchange and delivery of substitute Notes. Registration of assignments, transfers and exchanges of a Notes shall be made in the manner provided and with the effect stated in the FORM OF NOTES set forth in this Ordinance. Each substitute Note shall bear a letter and/or number to distinguish it from each other Note.

(b) Transfer and Exchange. Except as provided in Section 3(f) of this Ordinance, an authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Note, date and manually sign said Note, and no such Note shall be deemed to be issued or outstanding unless such Note is so executed. The Paying Agent/Registrar promptly shall cancel any Note surrendered for exchange. No additional ordinances, orders or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing transfer and exchange of any Note, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of a substitute Note in the manner prescribed herein. Pursuant to Chapter 1201, Government Code, as amended, the duty of transfer of a Note as aforesaid is hereby imposed upon the Paying Agent/Registrar, and, upon the execution of said Note, the exchanged Note shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Note that initially was issued and delivered pursuant to this Ordinance, approved by the

Attorney General (the "Attorney General") of the State of Texas (the "State") and registered by the Comptroller of Public Accounts of the State (the "Comptroller"). The Note may be transferred and registered in the name of the new registered owner in whole but not in part.

(c) Payment of Notes and Interest. The Issuer hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Notes, all as provided in this Ordinance. The Paying Agent/Registrar shall keep proper records of all payments made by the Issuer and the Paying Agent/Registrar with respect to the Notes, shall properly and accurately record all payments on the Notes on the Registration Books, and shall keep proper records of all exchanges of Notes, and all replacements of Notes, as provided in this Ordinance. However, in the event of a nonpayment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the past due interest shall be sent at least 5 business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of the Registered Owner appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

(d) In General. The Notes (i) shall be issued in fully registered form, without interest coupons, with the principal of and interest on such Notes to be payable only to the Registered Owner thereof, (ii) may be prepaid or redeemed prior to its scheduled maturity, (iii) may be exchanged for another Notes, (iv) may be transferred and assigned, (v) shall have the characteristics, (vi) shall be signed, sealed, executed and authenticated, (vii) the principal of and interest on the Notes shall be payable, and (viii) shall be administered and the Paying Agent/Registrar and the Issuer shall have certain duties and responsibilities with respect to the Notes, all as provided, and in the manner and to the effect as required or indicated, in the FORM OF NOTES set forth in this Ordinance. The Notes initially issued and delivered pursuant to this Ordinance are not required to be, and shall not be, authenticated by the Paying Agent/Registrar, but on each substitute Note issued in exchange for any Note issued under this Ordinance the Paying Agent/Registrar shall execute the PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE, in the form set forth in the FORM OF NOTES.

(e) Paying Agent/Registrar. The Issuer covenants with the Registered Owner of the Notes that at all times while the Notes are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other entity to act as and perform the services of Paying Agent/Registrar for the Notes under this Ordinance, and that the Paying Agent/Registrar will be one entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 20 days written notice to the Paying Agent/Registrar, to be effective not later than 15 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Ordinance. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Registration Books (or a copy thereof), along with all other pertinent books and records relating to the Notes, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly

will cause a written notice thereof to be sent by the new Paying Agent/Registrar to the Registered Owner of the Notes, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Ordinance, and a certified copy of this Ordinance shall be delivered to each Paying Agent/Registrar.

(f) Authentication. Except as provided below, no Note 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 in this Ordinance, duly authenticated by manual execution of the Paying Agent/Registrar. It shall not be required that the same authorized representative of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on the Notes. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Note delivered on the Delivery Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided in this Ordinance, manually executed by the Comptroller or by his duly authorized agent, which certificate shall be evidence that the Initial Note has been duly approved by the Attorney General and that it is a valid and binding obligation of the Issuer, and has been registered by the Comptroller.

(g) Delivery of Initial Note. On the Delivery Date, one initial Note representing the entire principal amount of the Notes, payable in stated installments to the Purchaser designated in Section 10 or its designee, executed by manual or facsimile signature of the Mayor or Mayor Pro Tem and Town Secretary of the Issuer, approved by the Attorney General, and registered and manually signed by the Comptroller, and with the Delivery Date inserted thereon by the Paying Agent/Registrar, will be delivered to such Purchaser or its designee.

(h) Conditional Notice of Redemption. With respect to any optional redemption of the Notes, unless certain prerequisites to such redemption required by this Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

Section 4. FORM OF NOTES. The form of the Notes, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller to be attached to the Notes initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially in the FORM OF NOTES provided in **Exhibit A**, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

Section 5. INTEREST AND SINKING FUND.

(a) A special "Interest and Sinking Fund" is hereby created and shall be established and maintained by the Issuer at an official depository bank of said Issuer. Said Interest and Sinking Fund shall be kept separate and apart from all other funds and accounts of said Issuer, and shall be used only for paying the interest on and principal of said Notes. All ad valorem taxes levied and collected for and on account of said Notes shall be deposited, as collected, to the credit of said Interest and Sinking Fund. During each year while any of said Notes is outstanding and unpaid, the governing body of said Issuer shall compute and ascertain a rate and amount of ad valorem tax that will be sufficient to raise and produce the money required to pay the interest on said Notes as such interest comes due, and to provide and maintain a sinking fund adequate to pay the principal of said Notes as such principal matures (but never less than 2% of the original amount of said Notes as a sinking fund each year); and said tax shall be based on the latest approved tax rolls of said Issuer, with full allowances being made for tax delinquencies and the cost of tax collection. Said rate and amount of ad valorem tax is hereby levied, and is hereby ordered to be levied, against all taxable property in said Issuer, for each year while said Notes are outstanding and unpaid, and said tax shall be assessed and collected each such year and deposited to the credit of the aforesaid Interest and Sinking Fund. Said ad valorem taxes sufficient to provide for the payment of the interest on and principal of said Notes, as such interest comes due and such principal matures, are hereby pledged for such payment, within the limit prescribed by law. If lawfully available moneys of the Issuer are actually on deposit in the Interest and Sinking Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes that otherwise would have been required to be levied pursuant to this Section may be reduced to the extent and by the amount of the lawfully available funds then on deposit in the Interest and Sinking Fund.

(b) Article 1208, Government Code, applies to the issuance of the Notes and the pledge of the taxes granted by the Issuer under this Section, and is therefore valid, effective, and perfected. Should State law be amended at any time while the Notes are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the Issuer under this Section is to be subject to the filing requirements of Chapter 9, Business and Commerce Code, in order to preserve to the Registered Owner of the Notes a security interest in said pledge, the Issuer agrees to take such measures as it determines are reasonable and necessary under State law to comply with the applicable provisions of Chapter 9, Business and Commerce Code and enable a filing of a security interest in said pledge to occur.

Section 6. DEFEASANCE OF NOTES.

(a) Any Note and the interest thereon shall be deemed to be paid, retired and no longer outstanding (a "Defeased Note") within the meaning of this Ordinance, except to the extent provided in subsection (d) of this Section, when payment of the principal of such Note, plus interest thereon to the due date (whether such due date be by reason of maturity or otherwise) either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for on or before such due date by irrevocably depositing with or making available to the Paying Agent/Registrar in accordance with an escrow agreement or other instrument (the "Future Escrow Agreement") for such payment (1) lawful money of the United States of America sufficient to make such payment or (2) Defeasance Securities that mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money

to provide for such payment, and when proper arrangements have been made by the Issuer with the Paying Agent/Registrar for the payment of its services until the Defeased Note shall have become due and payable. At such time as a Note shall be deemed to be a Defeased Note hereunder, as aforesaid, such Note and the interest thereon shall no longer be secured by, payable from, or entitled to the benefits of, the ad valorem taxes herein levied and pledged as provided in this Ordinance, and such principal and interest shall be payable solely from such money or Defeasance Securities. Notwithstanding any other provision of this Ordinance to the contrary, it is hereby provided that any determination not to redeem a Defeased Note that is made in conjunction with the payment arrangements specified in subsection 6(a)(i) or (ii) shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Note for redemption; (2) gives notice of the reservation of that right to the Registered Owner of the Defeased Note immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

(b) Any moneys so deposited with the Paying Agent/Registrar may at the written direction of the Issuer be invested in Defeasance Securities, maturing in the amounts and times as hereinbefore set forth, and all income from such Defeasance Securities received by the Paying Agent/Registrar that is not required for the payment of the Notes and interest thereon, with respect to which such money has been so deposited, shall be turned over to the Issuer, or deposited as directed in writing by the Issuer. Any Future Escrow Agreement pursuant to which the money and/or Defeasance Securities are held for the payment of a Defeased Note may contain provisions permitting the investment or reinvestment of such moneys in Defeasance Securities or the substitution of other Defeasance Securities upon the satisfaction of the requirements specified in subsection 6(a)(i) or (ii). All income from such Defeasance Securities received by the Paying Agent/Registrar which is not required for the payment of the Defeased Note, with respect to which such money has been so deposited, shall be remitted to the Issuer or deposited as directed in writing by the Issuer.

(c) The term "Defeasance Securities" means any securities and obligations now or hereafter authorized by State law that are eligible to refund, retire or otherwise discharge obligations such as the Notes, which currently includes the following: (i) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America., (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the financial arrangements, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent.

(d) Until the Defeased Note shall have become due and payable, the Paying Agent/Registrar shall perform the services of Paying Agent/Registrar for such Defeased Note the

same as if they had not been defeased, and the Issuer shall make proper arrangements to provide and pay for such services as required by this Ordinance.

Section 7. DAMAGED, MUTILATED, LOST, STOLEN, OR DESTROYED NOTES.

(a) Replacement Notes. In the event any outstanding Note is damaged, mutilated, lost, stolen or destroyed, the Paying Agent/Registrar shall cause to be printed, executed and delivered, a new Note of the same principal amount, maturity and interest rate, as the damaged, mutilated, lost, stolen or destroyed Note, in replacement for such Note in the manner hereinafter provided.

(b) Application for Replacement Notes. Application for replacement of a damaged, mutilated, lost, stolen or destroyed Note shall be made by the Registered Owner thereof to the Paying Agent/Registrar. In every case of loss, theft or destruction of a Note, the Registered Owner applying for a replacement Note shall furnish to the Issuer and to the Paying Agent/Registrar such security or indemnity as may be required by them to save each of them harmless from any loss or damage with respect thereto. Also, in every case of loss, theft or destruction of a Note, the Registered Owner shall furnish to the Issuer and to the Paying Agent/Registrar evidence to their satisfaction of the loss, theft or destruction of such Note, as the case may be. In every case of damage or mutilation of a Note, the Registered Owner shall surrender to the Paying Agent/Registrar for cancellation the Note so damaged or mutilated.

(c) No Default Occurred. Notwithstanding the foregoing provisions of this Section, in the event any such Notes shall have matured, and no default has occurred that is then continuing in the payment of the principal of, redemption premium, if any, or interest on the Notes, the Issuer may authorize the payment of the same (without surrender thereof except in the case of a damaged or mutilated Note) instead of issuing a replacement Note, provided security or indemnity is furnished as above provided in this Section.

(d) Charge for Issuing Replacement Notes. Prior to the issuance of any replacement Notes, the Paying Agent/Registrar shall charge the Registered Owner of such Notes with all legal, printing, and other expenses in connection therewith. Every replacement Note issued pursuant to the provisions of this Section by virtue of the fact that any Note is lost, stolen or destroyed shall constitute a contractual obligation of the Issuer whether or not the lost, stolen or destroyed Note shall be found at any time, or be enforceable by anyone, and shall be entitled to all the benefits of this Ordinance.

(e) Authority for Issuing Replacement Notes. In accordance with Section 1206.022, Government Code, this Section of this Ordinance shall constitute authority for the issuance of any such replacement Notes without necessity of further action by the governing body of the Issuer or any other body or person, and the duty of the replacement of such Notes is hereby authorized and imposed upon the Paying Agent/Registrar, and the Paying Agent/Registrar shall authenticate and deliver such Notes in the form and manner and with the effect, as provided in Section 3(a) of this Ordinance for a Note issued in exchange for another Note.

Section 8. CUSTODY, APPROVAL, AND REGISTRATION OF NOTES; BOND COUNSEL'S OPINION.

(a) The Mayor or Mayor Pro Tem of the Issuer is hereby authorized to have control of the Note initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Note pending its delivery and their investigation, examination, and approval by the Attorney General and its registration by the Comptroller. Upon registration of the Note, the Comptroller (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Note, and the seal of the Comptroller shall be impressed, or placed in facsimile, on such Note. The approving legal opinion of the Issuer's bond counsel may, at the option of the Issuer, be printed on the Notes issued and delivered under this Ordinance, but shall have no legal effect, and shall be solely for the convenience and information of the Registered Owner of the Notes.

(b) The obligation of the Purchaser to accept delivery of the Notes is subject to the Purchaser being furnished with the final, approving opinion of McCall, Parkhurst & Horton L.L.P., bond counsel to the Issuer, which opinion shall be dated as of and delivered on the Delivery Date. The engagement of such firm as bond counsel to the Issuer in connection with issuance, sale and delivery of the Notes is hereby approved and confirmed.

(c) In accordance with the provisions of Section 1202.004, Texas Government Code in connection with the submission of the Notes to the Attorney General for review and approval, a statutory fee (an amount equal to 0.1% principal amount of the Notes, subject to a minimum of \$750 and a maximum of \$9,500) is required to be paid to the Attorney General upon the submission of the transcript of proceedings for the Notes. The Issuer hereby authorizes and directs that a check in the amount of the Attorney General filing fee for the Notes, made payable to the "Texas Attorney General," be promptly furnished to the Issuer's bond counsel, for payment to the Attorney General in connection with his review of the Notes.

Section 9. COVENANTS REGARDING TAX EXEMPTION OF INTEREST ON THE NOTES.

(a) Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Notes as obligations described in section 103 of the Code, the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Notes or the Project (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the Project are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Ordinance or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Notes, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the "private business use" described in subsection (1) hereof exceeds 5 percent of the proceeds of the Notes or the Project (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a "private business use" which is "related" and not "disproportionate," within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Notes (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Notes being treated as "private activity bonds" within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Notes being "federally guaranteed" within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Notes, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Notes, other than investment property acquired with –

(A) proceeds of the Notes invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(B) amounts invested in a bona fide debt service fund, within the meaning of section 1.148 1(b) of the Treasury Regulations, and

(C) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Notes;

(7) to otherwise restrict the use of the proceeds of the Notes or amounts treated as proceeds of the Notes, as may be necessary, so that the Notes do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Notes or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Notes in contravention of the requirements of section 149(d) of the Code (relating to advance refundings);

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Notes) an amount that is at least equal to 90 percent of the "Excess Earnings," within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Notes have been

paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code; and

(10) to assure that the Notes are used for solely for new money projects.

(b) Rebate Fund. In order to facilitate compliance with the above covenant (9), a "Rebate Fund" is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Noteholders. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

(c) Proceeds. The Issuer understands that the term "proceeds" includes "disposition proceeds" as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Notes. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Notes, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Notes, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Notes under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs the Mayor, the Mayor Pro Tem, the Town Administrator, the Finance Director and the Town Secretary of the Issuer, any one or more of said officials, to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Notes.

(d) Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the Project on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Notes, or (2) the date the Notes are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Notes. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(e) Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Notes. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Notes. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

(f) Designation as a Qualified Tax-Exempt Obligation. The Issuer hereby designates the Notes as "qualified tax-exempt obligations" as defined in section 265(b)(3) of the Code. In furtherance of such designation, the Issuer represents, covenants and warrants the following: (a) that during the calendar year in which the Notes are issued, the Issuer (including any subordinate entities) has not designated nor will designate obligations that when aggregated with the Notes, will result in more than \$10,000,000 of "qualified tax-exempt obligations" being issued; (b) that the Issuer reasonably anticipates that the amount of tax-exempt obligations issued, during the calendar year in which the Notes are issued, by the Issuer (or any subordinate entities) will not exceed \$10,000,000; and, (c) that the Issuer will take such action or refrain from such action as necessary, and as more particularly set forth in this Section, hereof, in order that the Notes will not be considered a "private activity bond" within the meaning of section 141 of the Code.

Section 10. SALE OF NOTES. The Notes are hereby initially sold and shall be delivered to _____ (the "Purchaser"), for cash for the par value thereof, pursuant to the purchase agreement dated the date of the final passage of this Ordinance which the Mayor and Mayor Pro Tem are each hereby authorized to execute and deliver. The Notes shall initially be registered in the name of the Purchaser. It is hereby officially found, determined and declared that the terms of this sale are the most advantageous reasonably obtainable.

Section 11. FURTHER PROCEDURES. The Mayor, the Mayor Pro Tem, the Town Administrator, the Finance Director and the Town Secretary, individually or jointly, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer such documents, certificates and instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Ordinance, the Letter of Representations, the Notes and the sale of the Notes. In addition, prior to the delivery of the Notes, the Mayor, the Mayor Pro Tem, the Town Administrator, the Finance Director and the Town Secretary are each hereby authorized and directed to approve any changes or corrections to this Ordinance or to any of the documents authorized and approved by this Ordinance (i) in order to cure any ambiguity, formal defect or omission in this Ordinance or such other document or (ii) as requested by the Attorney General or his representative to obtain the approval of the Notes by the Attorney General. In case any officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 12. NO RULE 15c2-12 UNDERTAKING. The Issuer has not made an undertaking in accordance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule").

Section 13. DEFAULT AND REMEDIES.

(a) 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 or interest on the Notes when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the Issuer, the failure to perform which materially, adversely affects the rights of the registered owners of the Notes, including, but not limited to its prospect or ability to be repaid in accordance with this Ordinance, and the continuation thereof for a period of 60 days after notice of such default is given by the registered owner to the Issuer.

(b) Remedies for Default. Upon the happening of any Event of Default, then and in every case, any registered owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the Issuer for the purpose of protecting and enforcing the rights of the registered owner 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 registered owner hereunder or any combination of such remedies.

(c) Remedies Not Exclusive.

(i) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Notes 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 Notes shall not be available as a remedy under this Ordinance.

(ii) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(iii) By accepting the delivery of Notes authorized under this Ordinance, such registered owner agrees that the certifications contained in this Ordinance do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the Issuer or the Council.

Section 14. METHOD OF AMENDMENT. The Issuer hereby reserves the right to amend this Ordinance subject to the following terms and conditions, to-wit:

(a) The Issuer may from time to time, without the consent of any Registered Owner,

except as otherwise required by paragraph (b) below, amend or supplement this Ordinance to (i) cure any ambiguity, defect or omission in this Ordinance that does not materially adversely affect the interests of the Registered Owners, (ii) grant additional rights or security for the benefit of the Registered Owners, (iii) add events of default as shall not be inconsistent with the provisions of this Ordinance and that shall not materially adversely affect the interests of the Registered Owners, (v) qualify this Ordinance under the Trust Indenture Act of 1939, as amended, or corresponding provisions of federal laws from time to time in effect, or (iv) make such other provisions in regard to matters or questions arising under this Ordinance as shall not be materially inconsistent with the provisions of this Ordinance and that shall not, in the opinion of nationally-recognized bond counsel, materially adversely affect the interests of the Registered Owners.

(b) Except as provided in paragraph (a) above, a majority of the Registered Owners of Notes then outstanding that are the subject of a proposed amendment shall have the right from time to time to approve any amendment hereto that may be deemed necessary or desirable by the Issuer; provided, however, that without the consent of 100% of the Registered Owners in aggregate principal amount of the then outstanding Notes, nothing herein contained shall permit or be construed to permit amendment of the terms and conditions of this Ordinance or in any of the Notes so as to:

- (1) Make any change in the maturity of any of the outstanding Notes;
- (2) Reduce the rate of interest borne by any of the outstanding Notes;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Notes;
- (4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Notes or any of them or impose any condition with respect to such payment; or
- (5) Change the minimum percentage of the principal amount of the Notes necessary for consent to such amendment.

(c) If at any time the Issuer shall desire to amend this Ordinance under this Section, the Issuer shall send by U.S. mail to each registered owner of the affected Notes a copy of the proposed amendment.

(d) Whenever at any time within one year from the date of mailing of such notice the Issuer shall receive an instrument or instruments executed by the Registered Owners of at least a majority in aggregate principal amount of all of the Notes then outstanding that are required for the amendment (or 100% if such amendment is made in accordance with paragraph (b)), which instrument or instruments shall refer to the proposed amendment and which shall specifically consent to and approve such amendment, the Issuer may adopt the amendment in substantially the same form.

(e) Upon the adoption of any amendatory Ordinance pursuant to the provisions of this Section, this Ordinance shall be deemed to be modified and amended in accordance with such amendatory Ordinance, and the respective rights, duties, and obligations of the Issuer and all Registered Owners of such affected Notes shall thereafter be determined, exercised, and enforced,

subject in all respects to such amendment.

(f) Any consent given by the Registered Owner of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of such consent and shall be conclusive and binding upon all future Registered Owners of the same Note during such period. Such consent may be revoked at any time after six months from the date of said consent by the Registered Owner who gave such consent, or by a successor in title, by filing notice with the Issuer, but such revocation shall not be effective if the Registered Owners the required amount of the affected Notes then outstanding, have, prior to the attempted revocation, consented to and approved the amendment.

(g) For the purposes of establishing ownership of the Notes, the Issuer shall rely solely upon the registration of the ownership of such Notes on the Registration Books kept by the Paying Agent/Registrar.

Section 15. PROJECT FUND.

(a) The Issuer hereby creates and establishes and shall maintain on the books of the Issuer a separate fund or account to be entitled the "Series 2020 Note Project Fund" (the "Project Fund") for use by the Issuer for payment of all lawful costs associated with the Project as hereinbefore provided, and to pay the costs of issuance of the Notes. Upon payment of all such costs, any moneys remaining on deposit in said fund shall be transferred to the Interest and Sinking Fund. Amounts so deposited to the Interest and Sinking Fund shall be used in the manner described in Section 5 of this Ordinance.

(b) The Issuer may place proceeds of the Notes (including investment earnings thereon) and amounts deposited into the Interest and Sinking Fund in investments authorized by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended; provided, however, that the Issuer hereby covenants that the proceeds of the sale of the Notes will be used as soon as practicable for the purposes for which the Notes are issued.

(c) All deposits authorized or required by this Ordinance shall be secured to the fullest extent required by law for the security of public funds.

Section 16. SEVERABILITY. If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereof to any persons or circumstances is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portion of this Ordinance, despite such invalidity, which remaining portions shall remain in full force and effect.

Section 17. INTEREST EARNINGS ON NOTE PROCEEDS. Interest earnings derived from the investment of proceeds from the sale of the Notes shall be used along with other Note proceeds for the Project; provided that after completion of such purpose, if any of such interest earnings remain on hand, such interest earnings shall be deposited in the Interest and Sinking Fund. It is further provided, however, that any interest earnings on Note proceeds that are required to be rebated to the United States of America pursuant to Section 9 hereof in order to prevent the Notes from being arbitrage bonds shall be so rebated and not considered as interest earnings for the purposes of this Section.

Section 18. APPROPRIATION. To pay the debt service coming due on the Notes prior to receipt of the taxes levied to pay such debt service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such debt service, and such amount shall be used for no other purpose.

Section 19. EFFECTIVE DATE. In accordance with the provisions of Texas Government Code Section 1201.028, this Ordinance shall be effective immediately upon its adoption by the Council.

EXHIBIT A

The form of the Note, including the form of Paying Agent/Registrar's Authentication Certificate, the form of Assignment and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas to be attached to the Note initially issued and delivered pursuant to this Ordinance, shall be, respectively, substantially as follows, with such appropriate variations, omissions or insertions as are permitted or required by this Ordinance.

(a) Form of Note.

NO. R-__	UNITED STATES OF AMERICA STATE OF TEXAS TOWN OF NORTHLAKE, TEXAS TAX NOTE, SERIES 2020	PRINCIPAL AMOUNT \$_____
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<u>Interest Rate</u>	<u>Delivery Date</u>	<u>Maturity Date</u>
As shown below	November 5, 2020	February 15, 2027

REGISTERED OWNER:

PRINCIPAL AMOUNT:

THE TOWN OF NORTHLAKE, in Denton County, Texas (the "Issuer"), being a political subdivision and municipal corporation of the State of Texas, for value received, promises to pay, from the sources described herein, to the registered owner specified above, or registered assigns, the principal amount specified above, and to pay interest thereon, from the Delivery Date set forth above, on the balance of said principal amount from time to time remaining unpaid, at the interest rate per annum set forth above. The unpaid principal of this Note shall finally mature on February 15, 2027 (the "Maturity Date"), but shall be paid in installments on the dates and in the amounts set forth in the table below:

<u>Payment Date (February 15)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
2021	\$ 900,000	
2022	995,000	
2023	1,010,000	
2024	1,025,000	
2025	1,035,000	
2026	1,050,000	
2027	1,060,000	

THE PRINCIPAL OF AND INTEREST ON THIS NOTE are payable in lawful money of the United States of America, without exchange or collection charges. The Issuer shall pay interest on this Note on February 15, 2021, and on each August 15 and February 15 thereafter to the date

of final maturity or redemption prior to maturity. The last principal installment of this Note shall be paid to the registered owner hereof upon presentation and surrender of this Note at final maturity, or upon the date fixed for its redemption prior to maturity, at the principal office of _____ in _____, Texas, which is the "Paying Agent/Registrar" for this Note. The payment of all other principal installments of and interest on this Note shall be made by the Paying Agent/Registrar to the registered owner hereof without presentation of this Note to the Paying Agent/Registrar on each principal and interest payment date by check or draft, dated as of such principal and interest payment date, drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the ordinance authorizing the issuance of the Note (the "Note Ordinance") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided; and such check or draft shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid, on each such interest payment date, to the registered owner hereof, at its address as it appeared on the last business day of the month next preceding each such date (the "Record Date") on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. In addition, principal and interest may be paid by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner.

ANY ACCRUED INTEREST due in connection with the final installment of principal of this Note or upon redemption of this Note in whole at the option of the Issuer prior to final maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Note for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Note that on or before each principal payment date and interest payment date for this Note it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Note Ordinance, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Note, when due.

IF THE DATE for the payment of the principal of or interest on this Note shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the city where the principal corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day that is not such a Saturday, Sunday, legal holiday or day on which banking institutions are 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 NOTE is dated November 1, 2020, authorized in accordance with the Constitution and laws of the State of Texas in the principal amount of \$7,075,000 for the purpose of paying all or a portion of the Issuer's contractual obligations incurred in connection with (1) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Issuer's waterworks and sewer system and the acquisition of land and rights-of-way therefor, (2) constructing and improving streets and roads, including related drainage, signalization, landscaping, sidewalks, lighting, utility relocation and replacement, bridges, signage and streetscape improvements and the acquisition of land and rights-of-way therefor (collectively, the "Project") and (3) the costs of professional services incurred in connection with the Project and the costs of issuance of the Note.

ON ANY DATE, the Note may be redeemed prior to its scheduled maturity, at the option of the Issuer, with funds derived from any available and lawful source, as a whole, or in part, and, if in part, the particular Note, or portions thereof, to be redeemed shall be selected and designated by the Issuer (provided that a portion of a Note may be redeemed only in an integral multiple of \$1,000), at a redemption price equal to the principal amount to be redeemed plus accrued interest to the date fixed for redemption.

AT LEAST THIRTY days prior to the date fixed for any redemption of Note or portions thereof prior to maturity a written notice of such redemption shall be sent by the Paying Agent/Registrar by United States mail, first-class postage prepaid to the registered owner of each Note to be redeemed at its address as it appeared on the 45th day prior to such redemption date; provided, however, that the failure of the registered owner to receive such notice, or any defect therein or in the sending or mailing thereof, shall not affect the validity or effectiveness of the proceedings for the redemption of any Note. By the date fixed for any such redemption due provision shall be made with the Paying Agent/Registrar for the payment of the required redemption price for the Note or portions thereof that are to be so redeemed. If such written notice of redemption is sent and if due provision for such payment is made, all as provided above, the Note or portions thereof that are to be so redeemed thereby automatically shall be treated as redeemed prior to their scheduled maturities, and they shall not bear interest after the date fixed for redemption, and they shall not be regarded as being outstanding except for the right of the registered owner to receive the redemption price from the Paying Agent/Registrar out of the funds provided for such payment. If a portion of any Note shall be redeemed, a substitute Note having the same maturity date, bearing interest at the same rate, in any denomination or denominations in any integral multiple of \$1,000, at the written request of the registered owner, and in aggregate principal amount equal to the unredeemed portion thereof, will be issued to the registered owner upon the surrender thereof for cancellation, at the expense of the Issuer, all as provided in the Note Ordinance.

WITH RESPECT TO ANY OPTIONAL REDEMPTION OF THE NOTE, unless certain prerequisites to such redemption required by the Note Ordinance have been met and moneys sufficient to pay the principal of and premium, if any, and interest on the Notes to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that said redemption may, at the option of the Issuer, be conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption, or upon any prerequisite set forth in such notice of redemption. If a conditional notice of redemption is given and such prerequisites to the redemption and sufficient moneys are not received, such notice shall be of no force and effect, the Issuer shall not redeem such Notes and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Notes have not been redeemed.

THE NOTE is issuable solely as a fully registered Note, without interest coupons, in the principal denomination of any integral multiple of \$1,000. As provided in the Note Ordinance, this Note may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate principal amount of a fully registered Note, without interest coupons, payable to the appropriate registered owner, assignee or

assignees, as the case may be, having the same denomination or denominations in any integral multiple of \$1,000 as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Note to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Note Ordinance. Among other requirements for such assignment and transfer, this Note must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Note or any portion or portions hereof in any integral multiple of \$1,000 to the assignee or assignees in whose name or names this Note or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Note may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Note or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Note or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer, conversion, or exchange (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Note or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

IN THE EVENT any Paying Agent/Registrar for the Note is changed by the Issuer, resigns, or otherwise ceases to act as such, the Issuer has covenanted in the Note Ordinance that it promptly will appoint a competent and legally qualified substitute therefor, and cause written notice thereof to be mailed to the registered owners of the Note.

IT IS HEREBY certified, recited and covenanted that this Note has been duly and validly authorized, issued and delivered; that all acts, conditions and things required or proper to be performed, exist and be done precedent to or in the authorization, issuance and delivery of this Note have been performed, existed and been done in accordance with law; that annual ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Note, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in said Issuer, and have been pledged for such payment, within the limit prescribed by law.

THE ISSUER HAS RESERVED THE RIGHT to amend the Note Ordinance as provided therein, and under some (but not all) circumstances amendments thereto must be approved by the registered owners of a majority in aggregate principal amount of the outstanding Note.

BY BECOMING the registered owner of this Note, the registered owner thereby acknowledges all of the terms and provisions of the Note Ordinance, agrees to be bound by such terms and provisions, acknowledges that the Note Ordinance is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that

the terms and provisions of this Note and the Note Ordinance constitute a contract between each registered owner hereof and the Issuer.

IN WITNESS WHEREOF, the Issuer has caused this Note to be signed with the manual or facsimile signature of the Mayor (or Mayor Pro Tem) of the Issuer and countersigned with the manual or facsimile signature of the Town Secretary of the Issuer, and has caused the official seal of the Issuer to be duly impressed, or placed in facsimile, on this Note.

(signature)
Town Secretary

(signature)
Mayor Pro Tem

(Town Seal)

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE
(To be executed if this Note is not accompanied by an executed Registration
Certificate of the Comptroller of Public Accounts of the State of Texas)

It is hereby certified that this Note has been issued under the provisions of the Note Ordinance described in the text of this Note; and that this Note has been issued in replacement of, or in exchange for, a Note that originally was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

Dated:

_____,
_____, Texas
Paying Agent/Registrar

By: _____
Authorized Representative

ASSIGNMENT
(Please print or type clearly)

For value received, the undersigned hereby sells, assigns and transfers unto:

Transferee's Social Security or Taxpayer Identification Number:

Transferee's name and address, including zip code:

the within Note and all rights thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to register the transfer of the within Note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the registered owner as it appears upon the front of this Note in every particular, without alteration or enlargement or any change whatsoever.

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO. _____

I hereby certify that this Note has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and that this Note has been registered by the Comptroller of Public Accounts of the State of Texas.

Witness my signature and seal this _____.

Comptroller of Public Accounts of the State of Texas

(COMPTROLLER'S SEAL)

PREPAYMENT RECORD

Date of Payment	Principal Prepayment (amount and installment(s) to which payment is applied)	Remaining Principal Balance	Name and Title of Authorized Officer making Entry	Signature of Authorized Officer
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF DOC.: ENGINEERING DESIGN MANUAL (EDM)

SUBJECT: EDM AMENDMENT TO STREET LIGHT STANDARDS



GOALS/OBJECTIVES:

- Operate Efficiently & Effectively: Provide adequate Town facilities (Council Goal)

BACKGROUND INFORMATION:

The Engineering Design Manual (EDM) was adopted by the Town on May 13, 2020. It provides standards for facilities constructed within public rights-of-way including street lights. CoServ, as electric utility, provides street light installation and maintenance services for specific street light fixtures which are manufactured by Sternberg Lighting. On October 11, 2018, the Town Council was briefed by a representative of Sternberg Lighting about CoServ's street light options and their plan for all newly installed street lights to use LED and for older street lights to be retrofitted to LED over time. The new LED light standards addressed the will of Town Council that all street lights be dark sky friendly as the LED is installed underneath the roof (pointing downward) and fully shielded.

RECOMMENDATION:

The first of the new CoServ LED street lights were installed in The Ridge at Northlake Phase 1. The street lights are the Old Town series to match those that have been installed in other areas of the Town, but concerns about the intensity and color of these street lights have been expressed since their installation. CoServ offers an additional light fixture type, the Yale series, that may address these concerns as it offers a more shielded roof structure. Staff has drafted an amendment to the EDM which authorizes the use of Yale series fixtures only. Any other street lights must obtain approval of the Town Council. The proposed update also reflects the desire of Council to have dark sky friendly fixtures, reflects the use of LEDs, and sets a maximum color temperature of 3000 Kelvins as recommended by the International Dark-sky Association.

COUNCIL DIRECTION:

- Approve ordinance to amend EDM street light standards

ATTACHMENTS:

- Draft Ordinance to amend EDM street light standards
- Letter from Sternberg Lighting regarding Old Town lights installed in The Ridge at Northlake
- Yale Series Specifications



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 20-1008D

AN ORDINANCE OF THE TOWN OF NORTHLAKE, TEXAS AMENDING THE CODE OF ORDINANCES, TOWN OF NORTHLAKE BY AMENDING THE ENGINEERING DESIGN MANUAL ADOPTED BY THE TOWN ON MAY 13, 2010 AND MAINTAINED ON FILE IN THE OFFICE OF THE TOWN SECRETARY; AMENDING CERTAIN REGULATIONS RELATED TO STREET LIGHTS; PROVIDING THAT THIS ORDINANCE SHALL BE CUMULATIVE OF ALL ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town is a Type A general law municipality existing by and pursuant to the laws of the State of Texas;

WHEREAS, the Town has previously adopted an engineering design manual governing facilities constructed within the existing public rights-of-way or newly dedicated right-of-way or public easements or newly dedicated public easements and/or facilities which are to be owned, operated and/or maintained by the town;

WHEREAS, the engineering design manual and any subsequent revisions are maintained on file in the office of the Town Secretary;

WHEREAS, the Town Council finds it necessary to amend the engineering design manual to address certain revisions related to streets lamps as outlined herein; and

WHEREAS, the Town Council finds that the amendments to the engineering design manual adopted herein are in the best interest of the Town of Northlake and will promote the health, safety, and general welfare of the citizens of the Town of Northlake and the general public.

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

SECTION 1. The engineering design manual adopted by the Town on May 13, 2010, as amended, is hereby amended as shown on Exhibit "A" which is incorporated herein for all purposes.

SECTION 2. This Ordinance shall be cumulative of all other Ordinances and shall not repeal any of the provisions of such Ordinances except for those instances where there are direct conflicts with the provisions of this Ordinance, Ordinances, or parts thereof, in force at the time this Ordinance shall take effect and that are inconsistent with this Ordinance are hereby repealed to the extent that they are inconsistent with this Ordinance. Provided however, that any complaint, action, claim or lawsuit which has been initiated or has arisen under or pursuant to such other Ordinances on the date of adoption of this Ordinance shall



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

continue to be governed by the provisions of such Ordinance and for that purpose the Ordinance shall remain in full force and effect.

SECTION 3. If any provision or any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

SECTION 4. All provisions of the Code of Ordinances of the Town of Northlake, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 5. This Ordinance shall become effective after the date of its passage and upon its publication as required by law.

PASSED AND APPROVED on this the 8th day of October 2020

Town of Northlake, Texas

David Rettig, Mayor

ATTEST:

Shirley Rogers, Town Secretary

Exhibit A

VIII. STREET LIGHT REQUIREMENTS

8.01 GENERAL

Street lights shall be installed in all new subdivisions. The Developer shall pay the costs for all street lighting. Street light luminaires shall be ~~high-pressure sodium (HPS) or metal halide (MH)~~ dark sky friendly. Street light materials and design shall be approved by the Town.

8.02 STREET LIGHT REQUIREMENTS BY STREET CLASSIFICATION

Street light installations will vary according to the classification of street. In general installations will be as follows:

- a. Residential Streets: For residential streets, street lights shall be installed at each intersection, at major curves, at ends of cul-de-sacs, and at intervals of between 200 and 400 feet. Luminaires shall be ~~either 100 Watt HPS or 175 Watt MH and~~ LED with a color temperature no more than 3000 Kelvins and mounted on poles at least 11 feet high as shown on standard details for street lights. Residential subdivisions served by CoServ are preapproved to use the Yale Series specification only. All other street lights shall be approved by Town Council.
- b. Collector Streets: For collector streets, street lights shall be installed at each intersection, at major curves, and at intervals of between 200 and 400 feet. Luminaires shall be ~~either 100 Watt HPS or 175 Watt MH~~ LED with a color temperature of no more than 3000 Kelvins and mounted on poles at least 11 feet high with pole type to be approved by the Town. Collector streets in residential subdivisions served by CoServ are preapproved to use the Yale Series specification. All other street lights shall be approved by Town Council.
- c. Major Arterials: For major arterial streets, street lights shall be installed at each intersection, at major curves, and at intervals of between 200 and 300 feet. Luminaires shall be ~~either 250 Watt HPS or 250 Watt MH~~ LED with a color temperature no more than 3000 Kelvins and mounted on poles at least 30 feet high with pole type to be approved by the Town. ~~Where a major arterial traverses a single family neighborhood light fixtures shall be either 100 Watt HPS or 175 Watt MH and mounted on poles at least 11 feet high with pole type to be approved by the Town.~~

September 28, 2020

CoServ

Attn: Jesse Russell- Project Manager

7701 S Stemmons,

Corinth, TX 76210

RE: The Ridge at Northlake – Sternberg Lighting A850SRLED model

Dear Jesse,

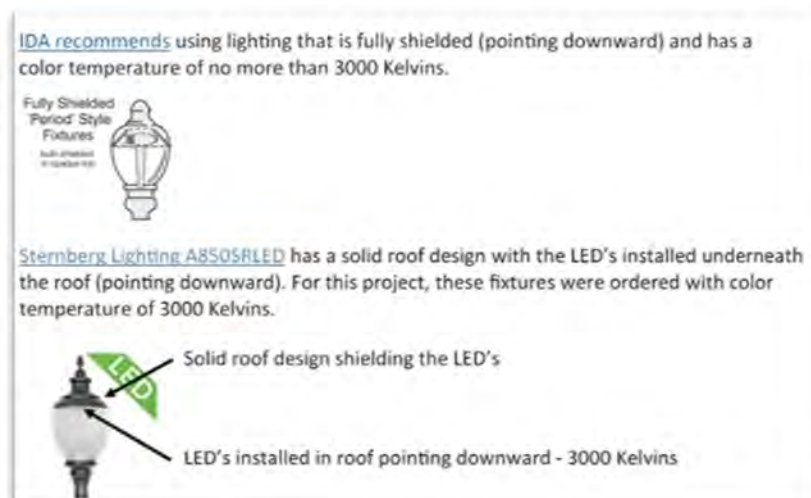
Thank you for contacting Sternberg Lighting regarding your recent project in Northlake. We are sorry to hear that the city is not happy with the light output. We have reviewed your questions and provided a summary below.

In regards to your customer's questions...the first question/feedback was **"the light is too blue and intense"**. We certainly understand that, from the perspective of the local residents, there is a dramatic visual difference between HPS and LED; not only from a color temperature stand point, but also the overall light intensity is much greater with LED platform. These differences can be a bit overwhelming to residents when viewing recently installed fixtures. However, over time, as the eye adjusts, there are some advantages to a pure 3000K color temperature:

1. *Optimized output: most lighting designers and MFR's will attest that 3000K is the preferred CCT to achieve optimum performance; which helps establish visual uniformity and spacing on the roads/walkways.*
2. *CRI values are higher with LED vs HPS; this metric is used to measure how well the true colors of objects and surfaces are rendered in the human eye....in simplest terms, the human will see the truer color of an object or surface with LED vs HPS.*
3. *Visual safety is enhanced: since the CRI is higher, a driver or pedestrian will have a much clearer view of the surrounding environment at night.*

The second question was in regards to **"excessive up light"**. The up light factor is definitely an important lighting design criterion, especially in residential areas. Our product engineers' primary goal when designing our decorative fixtures is to minimize the amount of up light emitted from the fixture, while maintaining the optimum output levels for overall performance.

Based on the IDA guidelines, the A850SRLED model meets their recommendations...see illustration below:



Additionally, light distribution is also currently measured by a system of standards as stipulated in the [IES TM-15-11](#) report. This rating system is called, B.U.G. (Back-light, Up-Light, Glare). There are 10 zones of light distribution within BUG; of which two of the zones (UL & UH) will measure up light. For your reference, I have listed below the IES/BUG chart for the A850SRLED model; the bottomed two rows show the lumens for UL and UH zones. As you can see, these U zones account for only 5.6% of the total light output of this fixture.

Lum. Classification System (LCS)

LCS Zone	Lumens	%Lamp	%Lum
FL (0-30)	699.5	N.A.	7.8
FM (30-60)	3546.5	N.A.	39.7
FH (60-80)	1653.0	N.A.	18.5
FVH (80-90)	145.5	N.A.	1.6
BL (0-30)	282.8	N.A.	3.2
BM (30-60)	1086.9	N.A.	12.2
BH (60-80)	865.6	N.A.	9.7
BVH (80-90)	165.0	N.A.	1.8
UL (90-100)	148.0	N.A.	1.7
UH (100-180)	346.2	N.A.	3.9
Total		8939.0	N.A. 100.0

BUG Rating B2-U3-G2

I hope this info will help address your customer's questions and concerns. If you have any further questions or concerns, please do not hesitate to contact me.

Thank you,

Drew W. Tedford, BLA

Sternberg Lighting

Regional Sales Manager

630-488-7650 mbl

DTedford@SternbergLighting.com

A670TSR LED YALE SERIES

SPECIFICATIONS

LUMINAIRE DESIGN

- The luminaire shall be a stylized victorian acorn fixture provided with a decorative cast aluminum fitter, a polycarbonate or acrylic clear textured acorn and a cast aluminum cage and roof.
- The luminaire shall be appointed with a cast aluminum decorative 4-vane finial.
- The luminaire shall have LED light sources and roof mounted, down-lighting optics.
- The luminaire shall be 18" diameter and 38 5/8" over-all height.
- The luminaire shall be E.T.L. or U.L. listed in U.S. and Canada.

FITTER - STANDARD

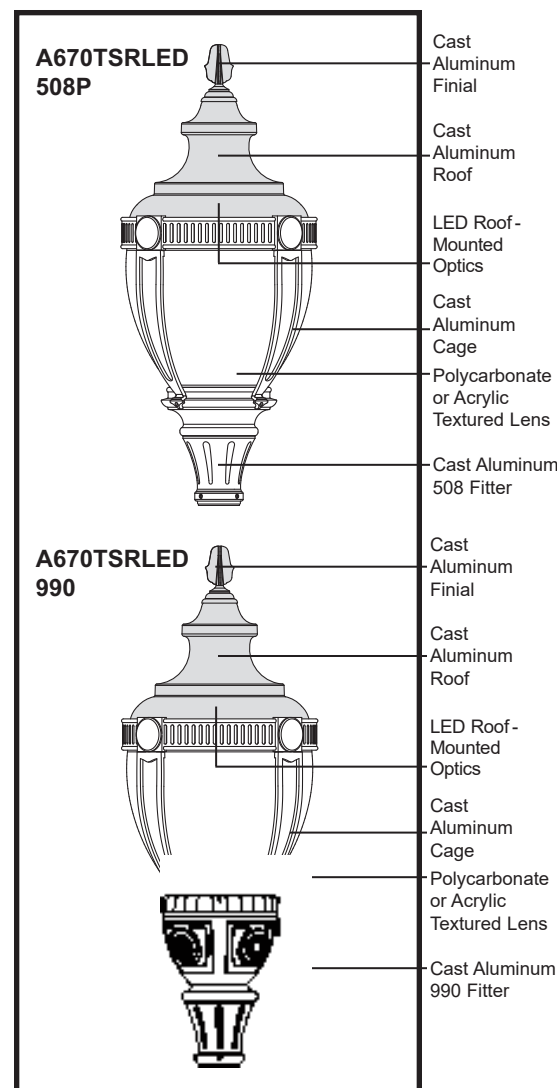
- The fitter shall be heavy wall cast aluminum, 356 alloy for high tensile strength.
- It shall have an 8 1/2" inside diameter opening to attach to the 8" neck of the acorn globe.
- When ordered with a Sternberg aluminum pole, the fitter shall be welded to the pole top or tenon for safety and to ensure the fixture will be plumb, secure and level over the life of the installation.
- The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.

990 FITTER SERIES OPTION

- The fitter shall be heavy wall cast aluminum, 360 die cast alloy for high tensile strength.
- It shall have a 9 1/4" inside diameter opening to attach to the 8" neck of the acorn globe.
- It shall have a hinged, tool-less entry door that provides open access to all of the components.
- The 990 shall have an optional terminal block for ease of wiring, an optional Twist-Lock Photocell receptacle, an optional GFCI outlet for auxiliary power needs.
- The top mounted ballast mounting plate shall be cast aluminum and provide tool-less removal from the housing using 2 finger latches.
- When ordered with a Sternberg aluminum pole, the fitter shall be set screwed to the pole top or tenon.
- The fitter shall have a one-piece ring bug gasket to resist insect penetration into lamp assembly.
- When supplied with GFI receptical a hole will be provided for cord and plug installation with the access door closed.
- When cord and plug is not in use a filler plug will be provided and shall be tethered to the fitter for easy recovery and installation.

DRIVER

- The LED driver shall be securely mounted inside the fitter, for optimized performance and longevity.



**EPA = 1.40 (ft²)
WEIGHT = 48 LBS**

Rated IP65

A670TSR LED YALE SERIES

SPECIFICATIONS

LIST NO.
A670TSR LED
YALE
SERIES

LIGHT SOURCES

- The luminaire shall use high output, high brightness LEDs.
- The LEDs shall be mounted in arrays, on printed circuit boards designed to maximize heat transfer to the heat sink surface.
- The LEDs shall be attached to the printed circuit board with not less than 90% pure silver to insure optimal electrical and thermal conductivity.
- The LEDs and printed circuit boards shall be protected from moisture and corrosion by a conformal coating of 1 to 3 mils.
- The LEDs and printed circuit board construction shall be environmentally friendly and 100% recyclable. They shall not contain lead, mercury or any other hazardous substances and shall be RoHS compliant.
- The LED life rating shall be determined in accordance with LM-80.

	T2	T3	T3R	T4	T5	
LIGHT SOURCE	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	SPEC LUMENS	WATTS
6ARC27T-MDL05	9015	9240	9150	9050	9300	144
6ARC45T-MDL05	10290	10545	10440	10325	10615	144
6ARC35T-MDL05	11560	11850	11730	11600	11925	144
6ARC27T-MDL03	6600	6790	6675	6605	6825	96
6ARC45T-MDL03	7530	7745	7615	7535	7785	96
6ARC35T-MDL03	8460	8700	8555	8465	8745	96
4ARC27T-MDL03	4425	4560	4495	4460	4535	66
4ARC45T-MDL03	5050	5200	5125	5090	5175	66
4ARC35T-MDL03	5670	5845	5760	5718	5815	66
3ARC27T-MDL03	3330	3500	3425	3320	3460	53
3ARC45T-MDL03	3800	3920	3910	3790	3950	53
3ARC35T-MDL03	4265	4405	4394	4255	4435	53
2ARC27T-MDL03	2230	2335	2280	2240	2310	33
2ARC45T-MDL03	2545	2665	2600	2555	2640	33
2ARC35T-MDL03	2860	2995	2923	2870	2965	33

OPTICS

- The luminaire shall be provided with individual, acrylic, refractor type optics applied to each LED.
- The luminaire shall provide Type ____ (2, 3, 3R, 4 or 5) light distribution per the IESNA classifications. Testing shall be done in accordance with LM-79.

PERFORMANCE

- The LEDs and LED driver shall operate over a -40°C (-40°F) to +50°C (122°F) ambient air temperature range.
- The High Performance white LEDs will have a life expectancy of approximately 70,000 hours with not less than 70% of original brightness (lumen maintenance), rated at 25°C.
- The High Brightness, High Output LED's shall be 4500K (3500K or 2700K option) color temperature with a typical of 70 CRI.
- The Luminaire shall have a minimum _____ (see table) initial delivered lumen rating when operated at steady state with an average ambient temperature of 25°C (77°F).

A670TSR LED YALE SERIES**SPECIFICATIONS**

LIST NO.
A670TSR LED
YALE
SERIES

ELECTRONIC DRIVERS

- The driver shall be U.L. Listed.
- The driver shall have overload as well as short circuit protection.
- The driver shall be a DC voltage output, constant current design, 50/60HZ.
- The driver accepts input voltage from 120-277 (MDL). Optional 347-480 (MDH).
- The driver shall have a minimum power factor of 0.90.
- The driver shall be rated at full load with THD<20%.
- The driver is dimmable using 0-10V signal.
- The luminaire shall be supplied with line-ground, line-neutral and neutral-ground electrical surge protection in accordance with IEEE/ANSI C62.41.2 guidelines.
- The LED driver shall be supplied with a quick-disconnect electrical connector on the power supply, providing easy power connections and fixture installation.

CAGED ACORN

- The caged acorn shall be 18" diameter and 29 1/2" tall with an 8" diameter neck.
- The caged acorn shall be made of _____ vandal resistant, clear textured polycarbonate or dent resistant (DR) clear textured acrylic. For Acrylic, add "A" to model number.
- The caged acorn shall be supplied with a cast aluminum finial and a solid, cast aluminum roof which includes optimized heat sinks to provide maximum life and performance for the LED light sources.
- The caged acorn shall be sealed to the cast aluminum roof to provide a moisture-free and bug-free optics chamber for the LED light sources and **Rated IP65**.
- The Luminaire shall have a distinctively styled, decorative cast aluminum cage.

ARMS

- The arms shall be cast aluminum and/or extruded aluminum.
- Arms with decorative filigree shall have meticulously detailed scroll work and gracefully curved brackets.
- **(All except BAPT and 779 arms)** The arms shall be bolted to a post mount adaptor which is welded to the pole to ensure proper alignment.
- **(Twin TA and twin 579 arms)** The arms shall be attached to a decorative center hub which will fit the center tenon of the pole (not shown).



A670TSR LED YALE SERIES

SPECIFICATIONS

LIST NO.
A670TSR LED
YALE
SERIES

PHOTOCELL OPTIONS

Electronic Button Cell Option

- Photocells shall be electronic button type.
- On single post-top fixtures, the photocell shall be mounted in the fitter and pre-wired to the driver.
- On multiple head fixtures, photocells shall be mounted in the pole shaft, on an access plate. The photocell is not pre-wired since drivers are mounted in the fitters and packaged separately.
- The photocell is instant-on at 1.5 foot-candles and turns off 5-10 seconds at 2-3 foot-candles.
- The photocell is 120-277 volt.

Twist-Lock Type Option

- Photocells shall be twist-lock design, thermal-bimetallic switch type.
- **990 Fitter:** Photocells shall be mounted in the fitter on the photocell bracket and pre-wired to the driver. On multi-fixture poles the photocell shall be mounted on top of pole/arm/hangstraight. The photocell is not pre-wired on multi-fixture poles since drivers are mounted in the fitters and packaged separately.
- **Twist-Lock Roof option (SRR and SRR1):** On single-fixture poles, the photocell shall be mounted on top of roof, protected by a waterproof spinning and gasket; and pre-wired to the driver.
- Photocell time delay is 2 minutes to turn on at 1.5 foot-candles and 2 minutes to turn off at no more than 6 foot-candles.
- The photocell is 120-277 volt..

FINISH

- Prior to coating, the luminaire shall be chemically cleaned and etched in a 5-stage washing system which includes alkaline cleaning, rinsing, phosphoric etching, reverse-osmosis water rinsing and non-chrome sealing to ensure corrosion resistance and excellent adhesion for the finish coat.
- The finish coat shall be an electrostatically applied semi-gloss, super durable polyester powder coat, baked on at 400°F, to provide a durable, color retentive finish.
- *The optional _____ (Verde Green or Swedish Iron) finish shall be hand-brushed using a 3-step process.

* (OPTION)

WARRANTY

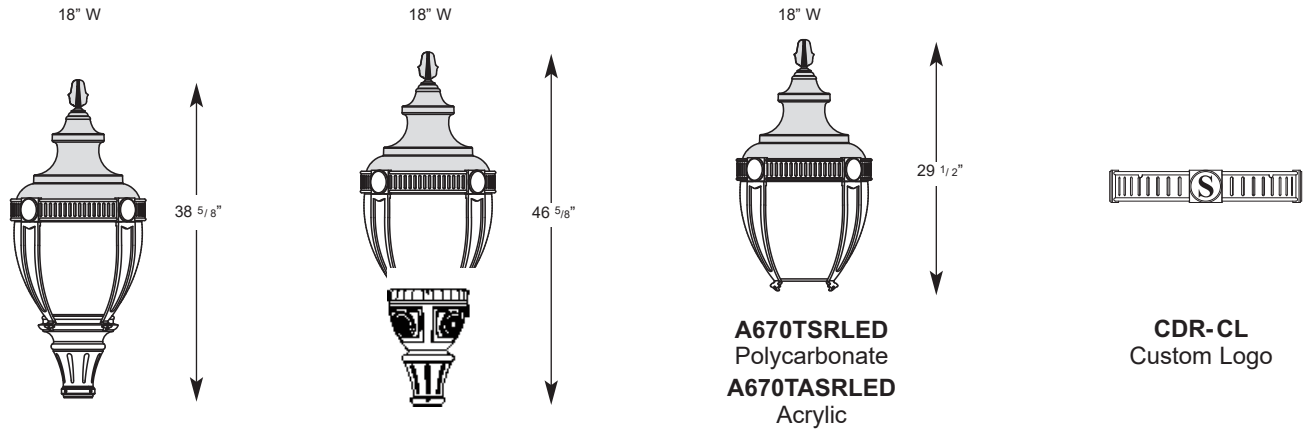
- The luminaire shall be free from all defects in materials and workmanship for a period of seven (7) years from the date of manufacture.
- The luminaire manufacturer shall warrant the LED boards/system, during the stated warranty period, against failure defined as more than 10% simultaneous non-operating LEDs.
- The driver shall be warranted for seven (7) years.



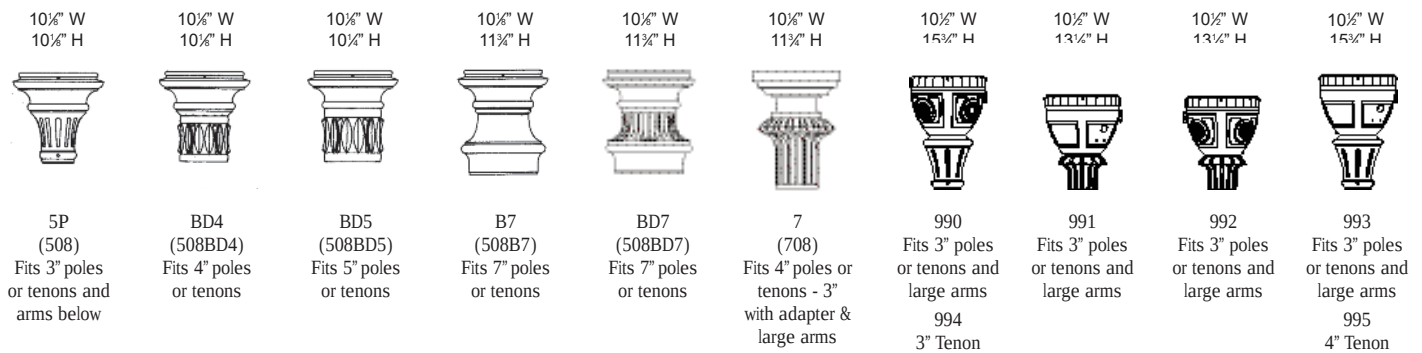
A670TSR LED YALE SERIES

ACORNS / FITTERS / ARMS PM - WB

CAGED ACORNS

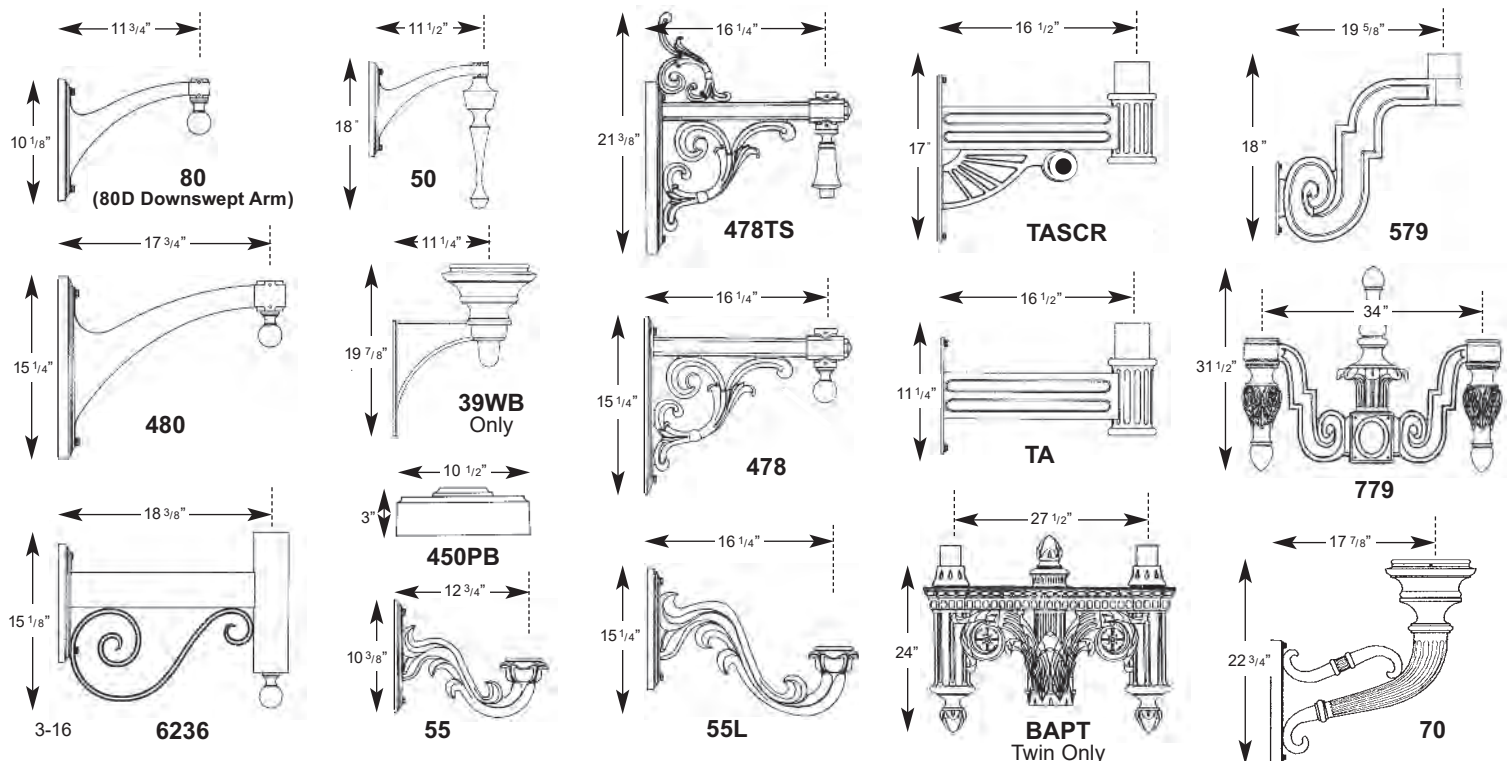


FITTERS



ARMS - POST MOUNT (PM) or WALL BRACKETS (WB)

See Arms Section for more information



BUILDING A PART NUMBER

POST & ARM FIXTURES

ARM MOUNTED FIXTURE		CENTER POST TOP FIXTURE (PT)		POST	POST CAP	LIGHT SOURCE			DRIVER	OPTIONS	FINISH
NO. OF ARMS	ACORN/FITTER/POSTARM	ACORN/FITTER		(See Post Section)		LED	COLOR	TYPE			
2	A670SRLED/5P/579PT	PT		4212FP4		6ARC	45	T5	MDL03		BKT

WALL FIXTURES

ACORN/FITTER/WALL BRACKET	LED	COLOR	TYPE	DRIVER	OPTIONS	FINISH
A670TSRLED/5P/50WB	4ARC	45	T3	MDL03		BKT



PIER FIXTURES

Uses same information boxes as wall fixture

A670TSRLED/5P/450PB

ACORN / FITTER / PIER BASE

PART NUMBER SELECTIONS

ACORNS

- A670TSRLED¹
- A670TASRLED

FITTERS

- 5P
- 7
- 990
- 991
- 992
- 993
- 994
- 995
- BD4
- BD5
- BD7
- B7

POST ARMS

- 50PM
- 50DPM
- 478PM
- 478TSPM
- 70PM*
- 80PM
- 80DPM
- 480PM
- 480DPM
- 55PM
- 55LPM
- 6236PM
- 579PT
- TAPT
- TASCRPT
- BAPT

PIER BASE

- 450PB

WALL BRACKET ARMS

- 50WB
- 50DWB
- 478WB
- 478TSWB
- 70WB*
- 80WB
- 80DWB
- 480WB
- 480DWB
- 55WB
- 55LWB
- 6236WB
- 579WB
- TAWB
- TASCRWB
- 39WB*

*No fitter required

LIGHT SOURCES*

LED	COLOR TEMP. (K)	TYPE
6ARC	27(00)	T2
4ARC	45(00)	T3
3ARC	35(00)	T3R
2ARC		T4
		T5

*Consult factory for other color temperatures

STANDARD FINISHES*

- BKT Black Textured
- WHT White Textured
- PGT Park Green Textured
- ABZT Architectural Medium Bronze Textured
- DBT Dark Bronze Textured

*Smooth Finishes are available upon request

CUSTOM FINISHES

- OI Old Iron
- RT Rust
- WBR Weathered Brown
- CD Cedar
- WBK Weathered Black
- TT Two Tone

STERNBERG SELECT FINISHES

- VG Verde Green
- SI Swedish Iron
- OWGT Old World Gray Textured

DRIVER

VOLTS	TYPE	mA
120-277	MDL	03
347-480	MDH	05*

*6ARC only

OPTIONS

- PEC Photocell-Electronic 120-277 Volt
- R³ Receptacle Only for Twist-Lock Photo Cell
- R1³ Twist-Lock Photo Cell 120-277 Volt
- SRR Solid Roof: Receptacle Only for Twist-Lock Photo Cell
- SRR1 Solid Roof: Twist-Lock Photo Cell 120-277 Volt
- FHD Dual Fuse & Holder - 208, 240, 480 Volt
- PF per arm Pineapple Finial or Font (for TA, TASCR)
- BF per arm Ball Finial or Font (for TA, TASCR)
- CDR-CL² Cast Decorative Ring with Custom Logo
- G³ GFI
- HSS House Side Shield
- TB Terminal Block

NOTES:

- White polycarbonate acorns are available. Specify WP after acorn number.
- Consult factory for specification details.
- For 990 fitter only.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF DOC: TEXAS TRANSPORTATION CODE, TITLE 7, SUBTITLE C,
CHAPTER 551A. OFF- HIGHWAY VEHICLES

SUBJECT: OPERATION OF ALL-TERRAIN VEHICLES ON PUBLIC ROADWAYS



GOALS/OBJECTIVES:

- Sustain high quality of life, provide responsive government (Mission Statement excerpts)

BACKGROUND INFORMATION:

- 2020 Town Council passed ordinance allowing golf cart use on public roadways within the town limits on roadways 35mph or lower.
- The ordinance restricts use of all-terrain vehicles (ATV), sand rails, mules, and off-highway vehicles.
- A request was made to use ATV's involving work related items in Homeowner's Association (HOA).

PROPOSED ORDINANCE:

- Operation of off -highway vehicles be allowed for the purposes of HOA or property management related work by property management staff, contracted employee, or HOA approved volunteer.
- Off Highway vehicles include, all-terrain vehicle, recreational off-highway vehicle, or utility vehicle.
- Must display a license plate, must be in the corporate boundaries of the municipality; and has a posted speed limit of not more than 35 miles per hour
- Must be licensed driver and have license available on request from law enforcement
- Must have proof of financial responsibility (liability insurance)
- Must have a brake system in good working condition, adequate muffler system in good working condition and a United States Forest Service qualified spark arrester.
- Other equipment includes, a lighted headlight and taillight, during the period from one half hour after sunset to one-half hour before sunrise; any time visibility is reduced because of insufficient light or atmospheric conditions.
- The driver, and any passenger must wear a safety helmet that meets the United States Department of Transportation standards, eye protection, and seat belts, if the vehicle is equipped with seatbelts.
 - o This does not apply if the vehicle has four wheels, is equipped with a bench or bucket seats and seatbelts and includes a roll bar or roll cage construction.
- A person may not carry a passenger unless the vehicle is designed by the manufacture to transport a passenger.

COUNCIL INPUT:

Provide comments, feedback and/or direction regarding item.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

No. 20-1008E

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, TOWN OF NORTHLAKE, TEXAS; CHAPTER 11, TRAFFIC AND VEHICLES, ADDING ARTICLE 11.07, OFF-HIGHWAY VEHICLES; PROVIDING FOR THE OPERATION OF OFF-HIGHWAY VEHICLES ON CERTAIN ROADWAYS IN THE TOWN; PROVIDING A PENALTY; REPEALING ALL CONFLICTING ORDINANCES; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 551A of the Texas Transportation Code authorizes a off-highway vehicle to be driven on municipal streets in certain circumstances; and

WHEREAS, the Transportation Code requires that an off-highway vehicle comply with certain requirements if it is driven on roadways within the Town; and

WHEREAS, the Town Council hereby finds and determines pursuant to the Transportation Code that off-highway vehicles should be permitted to operate on Town roadways only in certain specifically defined circumstances and only if certain equipment requirements are met as set out herein; and

WHEREAS, the Town Council finds that the provisions adopted herein regulating use of off-highway vehicles within Town limits are in the best interest of the Town of Northlake and will promote the health, safety, and general welfare of the citizens of the Town of Northlake and the general public.

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

SECTION 1. Chapter 11, "Traffic and Vehicles," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to add Article 11.07, "Off-Highway Vehicles," to read as follows:

ARTICLE 11.07 OFF-HIGHWAY VEHICLES

Sec. 11.07.001 Applicability

(a) The provisions of this article shall apply to all off-highway vehicles operated upon a public street within the town except as set out in subsection (b) herein.

(b) The operation of an off-highway vehicle is not subject to the provisions of this article in the following circumstances:



TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE

- (1) the operation of off-highway vehicles at private clubs or on private property, with the consent of the owner;
- (2) the use or operation of an off-highway vehicle in connection with a parade, a festival or other special event provided the consent of the sponsor is obtained and provided such vehicle is only used during such event.

Sec. 11.07.002 Definitions

When used in this Article, the following words and phrases shall have the meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

All-Terrain Vehicle. A motor vehicle that is:

- (A) equipped with a seat or seats for the use of the rider and a passenger, if the motor vehicle is designed by the manufacturer to transport a passenger;
- (B) designed to propel itself with three or more tires in contact with the ground;
- (C) designed by the manufacturer for off-highway use;
- (D) not designed by the manufacturer primarily for farming or lawn care; and
- (E) not more than 50 inches wide.

Driver. The person driving and having the physical control over an off-highway vehicle.

Driver License. An authorization by a state for the operation of a motor vehicle. The term includes: (1) A temporary license or instruction permit, must have someone at least 18 years of age with a valid license accompanying person with instruction permit; and (2) An occupational license.

Off-Highway Vehicle. An All-Terrain Vehicle, a Recreational Off-Highway Vehicle; a Sand Rail; or a Utility Vehicle.

Owner. The person holding title to the off-highway vehicle.

Parking Area. Those areas accessible to the public by motor vehicular traffic and which are designated for temporary parking of motor vehicles, usually in places referred to as parking lots.

Public Safety Personnel. Any employee or officer of a governmental law enforcement agency or fire department, or people serving as volunteers for the governmental agency while performing volunteer duties.



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Public way or public property. Real property owned, leased or controlled by a political subdivision of the state, a governmental entity or agency, or a similar entity, or any property that is publicly owned and maintained or dedicated to public use, including but not limited to a path, trail, sidewalk, alley, street or highway, and a public park facility.

Public Street. A publicly owned or dedicated road, street, drive, alley, or other right-of-way for the use of vehicles within the Town's corporate boundaries.

Recreational Off-Highway Vehicle. A motor vehicle that is:

- (A) equipped with a seat or seats for the use of the rider and a passenger or passengers, if the vehicle is designed by the manufacturer to transport a passenger or passengers;
- (B) designed to propel itself with four or more tires in contact with the ground;
- (C) designed by the manufacturer for off-highway use by the operator only; and
- (D) not designed by the manufacturer primarily for farming or lawn care.

Sand Rail. A vehicle that:

- (A) is designed or built primarily for off-highway use in sandy terrains, including for use on sand dunes;
- (B) has a tubular frame, an integrated roll cage, and an engine that is rear-mounted or placed midway between the front and rear axles of the vehicle; and
- (C) has a gross vehicle weight of not less than 700 pounds; and not more than 2,000 pounds.

Sidewalk. The portion of a street that is between a curb or lateral line of a roadway and adjacent property line and intended for pedestrian use.

Slow-moving vehicle emblem. A triangular emblem that conforms to standards and specifications adopted by the director of the Texas Department of Transportation pursuant to Texas Transportation Code Section 547.104 and is displayed in compliance with the Texas Transportation Code Section 547.703.

Texas Transportation Code. The code as it currently exists or may be amended.

Utility Vehicle. A motor vehicle that is not a golf cart or lawn mower and is:

- (A) equipped with side-by-side seating for the use of the operator and a passenger;
- (B) designed to propel itself with at least four tires in contact with the ground;
- (C) designed by the manufacturer for off-highway use only; and
- (D) designed by the manufacturer primarily for utility work and not for recreational purposes.



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Sec. 11.07.003 Permitted and restricted

(a) No person, other than public safety personnel or volunteers in an official capacity for public safety, may operate an off-highway vehicle on a public street and/or parking area unless the person complies with the following:

- (1) The person is performing homeowners' association or property management related work within the Town;
- (2) The maximum speed limit on the public street on which an off-highway vehicle is operated is thirty-five (35) miles per hour or less;
- (3) The person has been issued and possesses, on their person, a valid driver's license;
- (4) The person maintains and possesses current financial responsibility relating to operation of the off-highway vehicle as required for the operation of passenger vehicles in accordance with Texas Transportation Code Section 601.051 or other liability insurance relating to operation of an off-highway vehicle that provides substantially the same coverage and with limits not less than those required by Texas Transportation Code Section 601.051. while operating the off-highway vehicle;
- (5) The person complies with all applicable federal, state, and local laws and ordinances applicable to the operating and equipping of an off-highway vehicle including displaying a license plate issued under Texas Transportation Code Section 551A.052;
- (6) The off-highway vehicle being operated by the person is equipped with each of the following, which must continuously remain in good working and operational order:
 - (A) A brake system maintained in good operating condition;
 - (B) An adequate muffler system in good working condition;
 - (C) A United States Forest Service qualified spark arrester;
 - (D) At least one (1) headlight;
 - (E) At least one (1) taillight;
 - (F) Slow-moving vehicle emblem located on the rear of the vehicle.



- (7) The off-highway vehicle being operated otherwise complies with all applicable state and federal motor vehicle safety standards, as they exist or may be amended;
- (8) While the off-highway vehicle is in motion, the driver and every passenger must wear safety apparel in compliance with Texas Transportation Code Section 551A.072 as applicable; and
- (9) While the off-highway vehicle is in motion, the driver and every passenger are seated. No person may stand or ride in the lap of the driver and/or another passenger of an off-highway vehicle while it is being operated on a public street.

Sec. 11.07.004 Additional operational regulations for all off-highway vehicles

- (a) Except for public safety personnel or as provided by other ordinances, no person shall operate an off-highway vehicle on or within any public park, public sidewalk, public pedestrian walkway, public jogging path, public park trail or any other location on publicly owned or controlled property normally used for pedestrian traffic.
- (b) The driver shall move the off-highway vehicle to the right of the public street and yield the right-of-way to faster moving vehicles.
- (c) The driver shall not overtake and pass in the same lane occupied by the vehicle being overtaken.
- (d) No driver shall operate an off-highway vehicle between lanes of traffic or between adjacent lines or rows of vehicles.
- (e) A driver operating an off-highway vehicle on a public street shall cross a multi-lane federal, county or state route only at an intersection controlled by an official traffic-control device which stops traffic from all directions.
- (f) No driver shall operate an off-highway vehicle if the number of occupants in the off-highway vehicle, including the driver, exceeds the number of seats installed and provided on the off-highway vehicle.
- (g) Off-highway vehicles may not be used for the purpose of towing another off-highway vehicle, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle.
- (h) Off-highway vehicles may only be parked in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing or parking of off-highway vehicles in areas where parking is not allowed or in any place that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited. Off-highway vehicles shall not park within any space designated for disabled persons unless a current disabled parking placard is displayed and the person to whom the placard was issued is operating or being transported by said cart.
- (i) Children must be properly seated while an off-highway vehicle is in motion and may not be transported in a reckless or negligent manner. No person younger than six (6) years of age may be transported in an off-highway vehicle unless restrained by a safety belt restraint.



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(j) Package delivery vehicles may be used in the Town for the purpose of picking up or delivering mail, parcels, and packages, if the vehicle follows the rules set forth in TX Transportation Code 551.452 and this ordinance.

Sec. 11.07.005 Liability

(a) Nothing in this Article shall be as an assumption of liability by the Town for any injuries (including death) to persons, pets or property which may result from the operation of an off-highway vehicle by an authorized user.

(b) An owner of an off-highway vehicle is liable for the intentional or negligent actions of any person to whom the owner grants permission to operate the owner's off-highway vehicle whether such operation occurs on private property and/or any authorized public street or public parking area, and includes but is not limited to liability for personal injuries (including death) or property damage resulting from the acts of a person under the age of twenty-one (21) who operates the owner's off-highway vehicle whether or not possessing a current and valid driver's license.

Sec. 11.07.006 Penalty for violations

Violation of this article shall be a misdemeanor and punished by a fine as provided for in the general penalty provision found in Section 1.01.009. Each day of violation shall constitute a separate offense."

SECTION 2. Chapter 11, "Traffic and Vehicles," Section 11.06.004, "Additional Operational Regulations for All Golf Carts," of the Code of Ordinances, Town of Northlake, Texas is hereby amended to delete subsection (k) to read as follows:

"Sec. 11.06.004 Additional operational regulations for all golf carts

- (a) Except for public safety personnel or as provided by other ordinances, no person shall operate a golf cart on or within any public park, public sidewalk, public pedestrian walkway, public jogging path, public park trail or any other location on publicly owned or controlled property normally used for pedestrian traffic.
- (b) The driver shall move the golf cart to the right of the public street and yield the right-of-way to faster moving vehicles.
- (c) The driver shall not overtake and pass in the same lane occupied by the vehicle being overtaken.



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- (d) No driver shall operate a golf cart between lanes of traffic or between adjacent lines or rows of vehicles.
- (e) A driver operating a golf cart on a public street shall cross a multi-lane federal, county or state route only at an intersection controlled by an official traffic-control device which stops traffic from all directions.
- (f) No driver shall operate a golf cart if the number of occupants in the golf cart, including the driver, exceeds the number of seats installed and provided on the golf cart.
- (g) Golf carts may not be used for the purpose of towing another golf cart, trailer or vehicle of any kind including, without limitation, a person on roller skates, skateboard or bicycle.
- (h) Golf carts may only be parked in the same manner and at the same places designated for the parking of motor vehicles. The stopping, standing or parking of golf carts in areas where parking is not allowed or in any place that impedes the flow of traffic, pedestrian walkways or a passageway is prohibited. Golf carts shall not park within any space designated for disabled persons unless a current disabled parking placard is displayed and the person to whom the placard was issued is operating or being transported by said cart.
- (i) Children must be properly seated while a cart is in motion and may not be transported in a reckless or negligent manner. No person younger than six (6) years of age may be transported in a motorized cart unless restrained by a safety belt restraint.
- (j) Package delivery vehicles may be used in the Town for the purpose of picking up or delivering mail, parcels, and packages, if the vehicle follows the rules set forth in Tx Transportation Code 551.452 and this ordinance.
- ~~(k) ATV's, mules, sand rails, off highway vehicles, and the like, are not permitted for public roadway use in the Town."~~

SECTION 3. VIOLATIONS AND PENALTIES. Any person violating any of the provisions of this ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in accordance with Section 1.01.009 of the Code of Ordinances, Town of Northlake, Texas. Each day of violation shall constitute a separate offense.

SECTION 4. CUMULATIVE. All ordinances, orders or resolutions heretofore passed and adopted by the Town Council of the Town of Northlake, Texas, are hereby repealed to the extent that said ordinances, orders or resolutions, or parts thereof, are in conflict herewith.



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OFFICIAL ORDINANCE

- SECTION 5. SEVERABILITY.** 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 any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since same would have been enacted by the Town Council without the incorporation in this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section, and said remaining portions shall remain in full force and effect.
- SECTION 6. PUBLICATION.** The Town Secretary of the Town of Northlake is hereby directed to publish the caption in the official newspaper of the Town as required by Section 52.011 of the Texas Local Government Code.
- SECTION 7. EFFECTIVE DATE.** This Ordinance shall take effect and be in full force from and after the date of its passage and publication.

Passed and approved by Town Council on the 8th day of October 2020.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Shirley Rogers, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF DOC.: INTERLOCAL AGREEMENT WITH FLOWER MOUND FOR ANIMAL CONTROL SERVICES (EXPIRED SEPTEMBER 30, 2020)

SUBJECT: ANIMAL CONTROL SERVICES AGREEMENT – ALL AMERICAN DOGS



GOALS/OBJECTIVES:

- Sustain high quality of life, provide responsive government

BACKGROUND INFORMATION:

- Limited Animal Control Services provided by on call provider that went out of business
- Partnered with Flower Mound Animal Control Services for limited time for housing confined animals
- Looking for fulltime animal services provider for residents

RECOMMENDATION:

- All American Dogs interested in contract services for the Town of Northlake for past few years.
- Other interested parties: North Texas Animal Control Authority.
 - Associate of previous Animal Control provider (Brian the Animal Guy)
- Benefits of All American Dogs
 - Provide limited patrol for loose animals in the town
 - Multiple vehicles and personnel
 - Will return pets if owner located
 - Trapping services
 - Offers other services to residents at a cost
 - Established company (12 years performing animal services)
- Police Department responded to 146 animal calls in 2019
- Recommend contract with All American Dogs

COUNCIL INPUT:

Provide comments, feedback and/or direction regarding item.



12860 Tischler Rd. 🐾 Pilot Point 🐾 TX 🐾 76258 🐾 (972) 382-DOGS

THIS AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by Robert Matthews, a private contractor, d/b/a/ All American Animal Control, a division of All American Dogs (hereinafter referred to as “AAAC”) and the Town of Northlake, Texas, a municipal corporation (hereinafter referred to as “Northlake” or the “Town”).

RECITALS

WHEREAS, Northlake is desirous of providing for residents and businesses full-time animal control services including a state certified, quarantine level, sheltering facility and

WHEREAS, AAAC is desirous of furnishing full-time animal control services to Northlake, and

WHEREAS, the parties hereto desire to enter into this Agreement to provide animal control and sheltering services at the highest level possible to Northlake in accordance with the terms and conditions set forth herein, and

WHEREAS, all payments to be made hereunder shall be made from current revenues available to the paying party, and

WHEREAS, the parties have concluded that this Agreement fairly compensates the performing party for the services being provided hereunder, and is in the best interest of each party.

NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND CONSIDERATION PROVIDED FOR HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY CONFIRMED, THE PARTIES HERETO AGREE TO THE FOLLOWING:

Section 1: All matters stated above in the preamble are found to be true and correct and are incorporated herein by references as if copies in their entirety.

Section 2: Term: This Agreement shall commence on October 1, 2020. This contract will automatically renew each year. Any changes in the terms and conditions, shall require the approval of the governing body of Northlake and AAAC.

Section 3: Scope of Services: AAAC hereby agrees to provide Northlake the following services, personnel, and facilities:

- a. Patrol Services: AAAC will provide a minimum of two (1), one (1) hour patrols per week for the enforcement of ordinances set forth in the Town Ordinance pertaining to Animal Control and any amendments.
- b. Service Calls: AAAC will provide 90 field service calls per year in this Animal Control Contract. All additional field calls will be billed at \$175.00 per call.

Routine service calls will be answered between the hours of 8:00AM and 5:00PM Monday through Friday. Only emergency calls for service will be answered after these hours. Routine service calls must be viable calls which the animal control officer (hereinafter referred to as "ACO") will be able to provide an immediate proper disposition. Some examples of viable service calls include, but are not limited to:

A contained stray animal which the ACO is guaranteed to impound;
A deceased domestic animal in the roadway;
A complaint which requires immediate ACO intervention.

Non-emergency service calls (Weekdays after 5pm until 8am next day and weekends) will be billed separately at \$225 per call. Examples would be cat in a tree or deceased animal not impeding traffic.

Emergency service calls will be answered 24 hours a day, 7 days a week and include the following:

An injured domestic animal when the owner is not known or present;
A domestic animal bite to a human when the owner is not known or present;
A traffic stop involving an animal;
A domestic animal which has or is showing aggressive or dangerous tendencies. An officer from the Northlake Police Department or their designate must respond prior to any emergency call to confirm the need for an ACO.

- c. Impoundment and Boarding: An ACO is authorized to capture and impound any animal upon having probable cause to believe the animal to be in violation of any provision of the Town Ordinances relating to Animal Control or state law, which authorizes or requires the animal's capture and impoundment. The ACO will notify the Town Secretary or designee of the Town as soon as possible regarding any animal impounded. AAAC shall collect and retain any impoundment fees from the enforcement of this ordinance.

If, by identification tag, the owner of an impounded animal can be identified, the ACO will make every attempt to return the animal to its home and notify the owner of any violations witnessed by the ACO. Written warnings and/or citations may be issued to owners of said animal.

All impounded animals shall be kept for not less than five (5) days by AAAC. After this period of time, the animal shall be released to a humane organization, placed for adoption, or humanely destroyed at the discretion of AAAC. No record shall be kept by the Town as to the disposition of an animal after release is made to the facility.

Impounded animals in which the owner has contacted AAAC, fees have been paid or arrangements made for payment, and the deficiency that allowed the animal to escape have been resolved, AAAC will be available to facilitate the return of the animal during normal business hours. The owner can also make arrangements for pick up at AAAC Sheltering Facilities during non-normal business hours at the discretion of AAAC.

Any animal, whether licensed or unlicensed, which in the professional judgment of AAAC and its employees, is in great pain and suffering due to injury from which the animal probably will not recover, and/or which is at large and is posing an imminent danger to human beings or to other animals, may be destroyed by the ACO on scene in a humane manner.

The ACO may impound any animal which, in the professional opinion of the ACO, appears to be rabid, or is showing the clinical signs of rabies. In the event the Owner of the animal is not known, AAAC as part of this all inclusive contract will quarantine the animal for 10-days or humanely euthanize so that the animal may be submitted to the Texas Department of State Health Services for proper rabies testing. If the Owner is found or known, all fees will be payable by the Owner.

- d. Monthly Reports: AAAC will supply a monthly report to the Town Secretary of Northlake. The report shall summarize all animal impounds received during the previous month and in the event of Service Calls shall summarize those events.
- e. Animal Bites: An ACO will make an incident report and have the animal's owner verify that rabies vaccinations are current. An ACO will respond and oversee proper quarantine procedures set forth by state law.
- f. Dead Animal Removal: AAAC agrees to provide removal of dead animals, excluding livestock, on any public property and on private property when an animal owner is unidentified within the limits of Northlake. In the event of dead livestock, AAAC may contract an outside resource to provide removal

services at the further expense of the Town. In the event the owner of a deceased animal is identified, AAAC will charge said owner a fee for any removal and disposing services.

- g. Loose Livestock: AAAC will respond to calls on loose horses, cattle, pigs, or ruminants by containing the animal(s) and then notifying the owner (if possible) to claim the animal(s) and/or the Denton County Sheriff's Department to provide impoundment applicable to state laws.
- h. Animal Cruelty and Neglect Calls: AAAC will respond to animal cruelty or neglect calls and take appropriate actions according to state law. A Town police officer may be called to assist the ACO on any such call.
- i. Education: AAAC will provide information to residents on pet responsibility, local and state animal control laws, rabies and coping with wildlife issues. Professional advice will be given to solve most animal related problems.
- j. Community (Feral) Cats: The Town will be offered two options from which to choose. Option one, AAAC is prepared to educate the residents and execute a TNR (Trap-Neuter-Release) program in the Town Limits of Northlake. To include: providing education, setting traps, transport to & from veterinarian (spay/neuter, rabies vaccination) and release back into home environment. A cost of \$75 per animal trapped would be billed separately from the monthly contract. Option two, all non-"tipped" trapped feral cats will be humanely euthanized at our discretion at no additional cost to the Town.
- k. Other Services: The Town of Northlake agrees to allow AAAC to provide its complete line of Animal Related Services to the residents of Northlake as individual clients at no other cost to the Town. Such services include, but are not limited to:

Nuisance Animal Trapping
Emergency Animal Ambulance Services
Pet Transportation & Taxi Services
Lost Pet Recovery Services
Deceased Pet Removal
Nuisance Wildlife Rescue & Control

The resident would be considered a client of AAAC and would be solely responsible for any fees incurred.

- l. 24 Hour Information Line: AAAC currently operates on a 24 hour basis and maintains that our phone lines are answered Monday thru Friday 8 am to 5 pm to provide callers with helpful information as to their pet related needs. Any

resident from the Town of Northlake may take advantage of this service so that AAAC may better assist their individual needs.

- m. Trapping services: AAAC will provide trapping at no charge to the citizens. Trapping will be available Monday – Friday and when the weather permits (no trapping when the temperature is below 40 or above 98 degrees).
- n. Schedule of Fees: These fees shall be charged to the residents of Northlake. The Town is not responsible for these fees:

Animal Impoundment Fee: \$75.00 each impoundment
Boarding Fee: \$15.00 per day or portion thereof
Flea/tic medicine if needed \$20.00 per dose

These fees may be changed upon approval of the governing body of Northlake upon adoption or a change of Town Ordinance.

Section 4: Town of Northlake's Obligations: Northlake agrees to perform the following:

Pay an all-inclusive fee of \$33,750 for all animal control, sheltering services, and trapping for the duration of the contract (12 months).

Year One: ten percent (10%) of this contract will be paid with receipt of a signed contract in the amount of \$3,375.00.

This results in the remaining payment of \$2531.25 per month for this contract.

All inclusive fees do not include the following situations:

Specimen shipment fees on applicable animals;
Medical & Veterinary fees as needed and prior approved.

Any fees not covered under the all inclusive contract must be approved by the Chief of Police.

Section 5: Revenues Retained: Town shall retain all fines, forfeitures, etc. that may be generated by performing ordinance enforcement duties within the Town's boundary.

Section 6: Termination:

- a. This Agreement may be terminated at any time, by either party, giving thirty (30) days written notice to the other party to the addresses proved herein. In

the event of such termination by either party, AAAC will be compensated for all services performed to termination date, which will be the date one (1) month after the date of the notice of termination, together with any payments then due and as authorized by this Agreement.

- b. If the Town fails to make payment to AAAC within fifteen (10) days after the date of billing for any invoiced amounts, AAAC will suspend services to Northlake and identify a date on which the services will be suspended and will notify Town Hall by telephone and in writing of the date services will be suspended.
- c. Failure of AAAC to furnish any services under this Agreement, the Town shall have the right to make appropriate reduction in any fee paid (as determined by mutual agreement of the parties) or terminate this Agreement by giving proper notice.

Section 7: Notice and Payments: All written notices, payments, or refunds shall be sent to the following addresses:

All American Dogs	Town of Northlake
12860 Tischler Rd.	1500 Commons Circle #300
Pilot Point, TX 76258	Northlake, TX 76249

Section 8: Dispute Resolution: In order to ensure an effective relationship between the parties and to provide the best possible services, it is mutually agreed that all questions arising under this Agreement shall be handled and resolved between the Mayor and the Owner of AAAC.

Section 9: Jurisdiction: By this Agreement, Northlake grants full and complete authorization and jurisdiction to AAAC for all services provided by AAAC as contained in this Agreement. Said jurisdiction shall apply to the Town limits of Northlake.

Section 10: Venue: Venue for any legal dispute arising pursuant to this Agreement shall be in Denton County, Texas.

Section 11: Supervision/Certification: At all times during the term of this Agreement, all Animal Control Officers shall be under the supervision and control of a representative AAAC. Also, all officers shall be certified in their respective areas of expertise to carry out their duties. All Animal Control vehicles shall be properly marked and identified. ACO vehicles shall be considered as Authorized Emergency Vehicles in accordance with the Uniform Traffic Code.

Section 12: Performance: Both parties mutually agree that AAAC is an independent contractor, and shall have exclusive control of performance hereunder, and that employees of AAAC in no way are to be considered employees of the Town.

Section 13: Indemnification: AAAC agrees to hold harmless, save and indemnify the Town and its Officers for any and all claims for damages, personal injury and/or death that may be asserted against Northlake arising from AAAC negligence or its performance hereunder, save and except intentional acts of gross negligence by Northlake. The foregoing notwithstanding, the parties hereto reserve the right to all available legal defenses and all protections and limitations of liability provided by the Texas Tort Claims Act and the Texas Constitution relative to these parties. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

Section 14: Insurance: AAAC agrees to procure and maintain, at a minimum, \$1,000,000 liability insurance policy providing coverage against any and all claims for personal injury or property damage arising out of acts, errors, or omissions of AAAC, its officers, employees, or agents under or pursuant to this Agreement. The Town shall be named as a certificate holder and shall be notified if this policy is cancelled for any reason.

Section 15: Employment Verification: All AAAC Owners, employees, and volunteers have undergone a comprehensive criminal background check provided by a legitimate company (Lexis-Nexis) and records will be made available to the governing body at their request. In addition, a driving background will be performed for employees whose responsibilities reasonably require them to use company vehicles in the performance of Animal Control Services.

IN WITNESS WHEREOF, we have hereunto set out hands this the ____ day of _____, 2020 in the duplicate originals.

All American Animal Control

Town of Northlake

By: Robert M. Matthews, Jr.

By: Mayor

Attest:

Attest:

By: Witness

By: Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: AMERICA'S WATER INFRASTRUCTURE ACT

SUBJECT: RISK AND RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN



GOALS/OBJECTIVES:

- Systematically Invest in Infrastructure; Maintain a safe, reliable water system (Council Goal)

BACKGROUND INFORMATION:

- America's Water Information Act (AWIA)
 - Enacted by Congress in 2018 and enforced by Environmental Protection Agency
 - All community water systems serving a population greater than 3,300 must conduct a risk and resilience assessment (RRA)
 - Community must then prepare an Emergency Response Plan to incorporate findings of RRA
- Town Engineer, Halff Associates, brought AWIA requirement and deadline to Town staff's attention
 - Proposed professional services contract to conduct assessment and prepare plan
 - Not to exceed \$55,000
 - Programmed in the Fiscal Year 2020-2021 Budget, Water Impact Fee Funds
 - Per Section 2254 of Government Code, exempt from competitive bidding requirements

COUNCIL DIRECTION:

- Authorize Town Administrator to enter into a contract with Halff Associated to conduct a Risk and Resilience Assessment on the Town's utility system and develop an Emergency Response Plan



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-31

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE PREPARATION OF A RISK & RESILIENCE ASSESSMENT AND EMERGENCY RESPONSE PLAN

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to prepare a Risk & Resilience Assessment and Emergency Response Plan; and

WHEREAS, the Town Council approved in the 2020-2021 budget year for the expenditure of at least \$55,000 for the Risk & Resilience Assessment and Emergency Response in the Water Impact Fee Funds; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreement to prepare a Risk and Resilience Assessment and Emergency Response Plan not to exceed \$55,000; and

WHEREAS, Halff & Associates is providing professional services that is exempted by Section 2254 of the Government Code; and

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

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

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the preparation of a Risk and Resilience Assessment and Emergency Response Plan, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$55,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 8th day of October 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary



December 3, 2019

Eric Tamayo
Town of Northlake

RE: Risk and Resilience Assessment and Emergency Response Plan

Dear Eric Tamayo:

HALFF ASSOCIATES, INC. (HALFF) is pleased to submit this proposal to the Town of Northlake Public Works Department to assist the Town in meeting the new EPA AWIA (America's Water Infrastructure Act) mandate to prepare a Risk & Resiliency Assessment (RRA) and a new Emergency Response Plan (ERP). We are honored to have been a partner in providing Northlake Public Works with engineering services for ten years. The team we have assembled for this project builds on that experience and offer expertise in the following areas:

- Direct experience with engineering design, relocation and rehabilitation of the Town of Northlake's water utilities
- First-hand knowledge of the challenges of operating a water utility
- Expertise in the AWWA J100 standard
- Expertise in mitigation of natural and man-made hazards
- Asset management experience in above- and below-ground assets
- Familiarity and access to the Town's GIS

Background:

In 2018, AWIA established the requirement that all community water systems serving a population of greater than 3,300 must comply with Environmental Protection Agency (EPA) requirements for risk and resilience assessments and emergency response plans. The AWIA also requires all drinking water system providers who serve a population greater than 3,300 to prepare or revise their Emergency Response Plans (ERPs) to incorporate the findings of each risk and resilience assessment.

Scope of Work:

We will prepare both an RRA and ERP for the Town of Northlake that will enhance the Town's ability to withstand a wide variety of threats and streamline the preparation of these plans by building on our long-standing experience with the Town's water utility in order to certify completion by June 30, 2021. By the EPA deadline of December 30, 2021, we will provide Northlake Public Works with an ERP that clearly identifies emergency response needs and procedures and can be maintained as a living document.

PHASE I: Risk & Resilience Assessment

Task 1: Identify Critical Assets and Threat Scenarios

The first task will be to evaluate the threats to the Public Works Department's existing water assets and partner systems based on metrics associated with potential loss of life or serious injury; economic disruption; loss of confidence in the utility; and impacts to the environment. To expedite this task, the

We will develop and distribute a survey to gather information from stakeholders. Assets to be evaluated may include:

- Pipes for potable water transmission and distribution
- Storage and distribution facilities
- Electronic computer and other automated systems
- Other critical assets as identified by the Town

Task 2: Consequence and Vulnerability Analysis to Determine Threat Likelihood

In this stage of the RRA, we will perform a quantitative ranking of the most severe consequences that may result from specific threats to Northlake's critical water assets. Consequences to consider include:

- Service interruption
- Financial loss
- Serious injury or fatalities
- Economic impact to the Town of Northlake and the customers in its service area
- Vulnerability of shared systems and connections.

Because of the many interrelationships in the Town's water system, we will coordinate with adjoining systems to identify vulnerabilities and threats resulting from interdependency and proximity. Vulnerabilities will be identified through site inspection reports, the evaluation of existing asset data, the survey responses obtained from the SAC, examination of existing system and partner mitigation plans, the Utility's operating procedures and financial management infrastructure. To determine relevant threats from natural hazards, we will analyze historical natural hazards data to identify threats of concern.

Task 3: Risk & Resilience Assessment

The primary task completed in this phase will be the Risk and Resilience Assessment of all identified Utility risks. We will quantify risk and identify preliminary options to promote resilience associated with the threats, vulnerabilities and their potential costs as identified in Task 2.

The baseline calculation of risk for each threat scenario will result in a full accounting of risks and projected financial impact for a broad range of hazards. We will review the results of the baseline RRA and potential countermeasures with staff. To prepare the final RRA, we will reconvene the SAC in a workshop to identify and prioritize operational and financial resiliency strategies that provide the Town with the greatest human and financial benefits. The outcome of this final meeting will be an actionable plan of risk reduction alternatives.

Task 4: EPA Certification of RRA

Halff will prepare and submit a Certification of Completion to the EPA Administrator by June 30, 2021 to certify that the Town of Northlake Public Works Department has complied with the requirements of AWIA to "conduct an assessment of the risks to and resilience of its system."

PHASE II: Emergency Response Plan

This project will develop a new ERP that responds to Northlake's emergency response needs and meets current requirements of AWIA 2018. An effective emergency response takes more than

PHASE II: Emergency Response Plan

This project will develop a new ERP that responds to Northlake's emergency response needs and meets current requirements of AWIA 2018. An effective emergency response takes more than a plan. An ERP provides the greatest value if it is maintained as a living document and understood by everyone in the organization. The Halff Team will develop a Northlake Public Works' ERP according to AWWA M19 guidance standards that will meet all EPA requirements, while establishing methods to help employees understand their roles and responsibilities in mitigating threats and responding to incidents.

Task 1: Review of Northlake's current ERP and Emergency Response Planning Documents for Connecting Utilities

The planning process will build upon the findings of the RRA to engage utility personnel and other partners in Northlake's water supply and delivery system through the SAC. The Halff Team will help the Town to define each partner's role in emergency response. Our cybersecurity team will meet with Northlake IT personnel and identified stakeholders to develop a map of connectivity among these partner systems and identify potential risks and responses for process control systems and enterprise systems.

Task 2: Prepare Draft Emergency Response Plan (ERP)

Once these roles and interdependencies are defined, the Halff Team will convene the SAC to facilitate a half-day of cross-functional planning sessions and tabletop workshops that address both physical security and cybersecurity. The planning exercises will consider natural hazards, threats arising from malevolent acts, cyber threats and other risks identified in the RRA. The workshops will identify procedures, equipment and actions to detect, deter and mitigate threats, thereby improving the resilience of the system and protecting the general public, personnel, property and equipment. The outcomes of these sessions will be hazard-specific plans that consider:

- emergency interconnects options for temporary source disruption
- protection of water intakes
- construction of flood protection barriers
- operations and maintenance procedures
- chemical storage and handling
- asset management procedures
- financial readiness

Based on the specific actions defined in the plan, the Halff Team will recommend role-based training and communication activities for appropriate employees and procedures for ongoing plan review and maintenance, emergency drills and training to establish and maintain a culture of preparedness. To conclude the planning process, the Halff Team will incorporate the work session proceedings and recommendations into a draft plan document according to AWWA's M19 guidance for review.

Task 3: Finalize Emergency Response Plan

The Halff team will facilitate a plan review session with the SAC to finalize the document. The resulting ERP will be revised according to Town specifications. When implemented, it will improve the safety and reliability of Northlake's water supply.

Task 4: EPA Certification of ERP

Make final revisions as necessary and Certify Completion to ERP to EPA Administrator.

Deliverables:

	Deliverable	Budget
Phase I		
<i>Task 1: Identify Critical Assets and Threat Scenarios</i>	Kick-off meeting. Establish & meet with Stakeholder Advisory Committee (SAC) Survey of utility stakeholders	\$2,500
<i>Task 2: Consequence and Vulnerability Analysis to Determine Threat Likelihood</i>	Report on consequences of multiple threat scenarios. Database of interdependency and proximity threats.	\$7,500
<i>Task 3: Risk & Resilience Assessment</i>	RRA draft SAC priority-setting workshop Risk & Resiliency Assessment Report	\$22,500
<i>Task 4: EPA Certification of RRA</i>	Certification of Completion to EPA Administrator	\$2,500
<i>Subtotal:</i>		\$35,000
Phase II		
<i>Task 1: Review Current ERP and Emergency Response Planning Documents</i>	Report recommendations for updates to the ERP and/or related documents Connectivity report of automated systems.	\$3,000
<i>Task 2: Prepare Draft Emergency Response Plan (ERP)</i>	Meeting with SAC Identification of Critical Risks Prepare Draft ERP	\$10,000
<i>Task 3: Finalize Emergency Response Plan</i>	Meeting with SAC to review draft Preparation of final ERP	\$4,500
<i>Task 4: EPA Certification of ERP</i>	Certification of Completion to EPA Administrator	\$2,500
<i>Subtotal:</i>		\$20,000
Total:		\$55,000

Proposed Schedule:

	Jan.	Feb.	March	April	May	June	July	Aug	Sept
Phase I									
Task 1									
Task 2									
Task 3									
Task 4									
Phase II									
Task 1									
Task 2									
Task 3									
Task 4									

Thank you for the opportunity to submit this proposal. We look forward to speaking with you about any additional questions you may have as you move forward in compliance with this federal mandate.

Sincerely,

HALFF ASSOCIATES, INC.



Kimberly Miller
Principal Planner for Resilience

C:

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.: CORONAVIRUS RELIEF FUND INTERLOCAL COOPERATION
AGREEMENT, DENTON COUNTY AND TOWN OF NORTHLAKE

SUBJECT: VIDEO STREAMING, PRODUCTION AND ARCHIVING OF NORTHLAKE
TOWN COUNCIL MEETINGS



GOALS/OBJECTIVES:

- Promote Public Involvement (Council Goal)
- Define and Strengthen our Identity (Council Goal)

BACKGROUND INFORMATION:

- Coronavirus Relief Fund (CRF) Interlocal Cooperation Agreement with Denton County
 - Approved by Council on June 11, 2020 in amount of \$227,700 based on \$55 per capita
 - Allowed use to provide remote participation in Council meetings
 - \$65,000 programmed in FY 2020-2021 Grant Fund for Council meeting streaming
- Swagit Productions Background
 - Provides service to multiple municipalities in the area including Flower Mound
 - Considered in FY 2018-2019 budget but ultimately deferred
- Swagit Proposal
 - Installation of recording equipment with three-camera or four-camera options
 - Remote operation of cameras by Swagit staff for 25 recorded meetings
 - Online video player and meeting recording archive
 - Additional options for captioning and transcript services offered
 - Competitive bidding requirement met through interlocal cooperative purchasing agreement

COUNCIL DIRECTION:

- Authorize Town Administrator to enter into an agreement with Swagit Productions for Council meeting video streaming and archiving not to exceed \$65,000 for installation and annual monitoring and production service



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 20-32

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT FOR THE SERVICE OF COUNCIL MEETING STREAMING

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public need and necessity exists for the Town to Stream Council Meetings; and

WHEREAS, the Town Council approved CARES Act Grant Funding for the expenditure of \$65,000 from the Stream Council Meetings; and

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Administrator to enter into agreement to stream Council Meetings, not to exceed \$65,000; and

WHEREAS, the Town is a member of the The Interlocal Purchasing Cooperative (TIPS) cooperative purchasing program which per Subchapter F of Section 271 of the Texas Local Government Code fulfills State purchasing requirements; and

WHEREAS, the Council Meeting Streaming Service will be purchased through TIPS; and

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

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

SECTION 2. That the Town Council hereby authorizes the Town Administrator to enter into an agreement for the streaming of Council Meetings, provided that the total amount to be expended pursuant to this grant of authority shall not, in total, exceed the sum of \$65,000.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 8th day of October 2020.

Town of Northlake, Texas

Attest:

David Rettig, Mayor

Shirley Rogers, Town Secretary

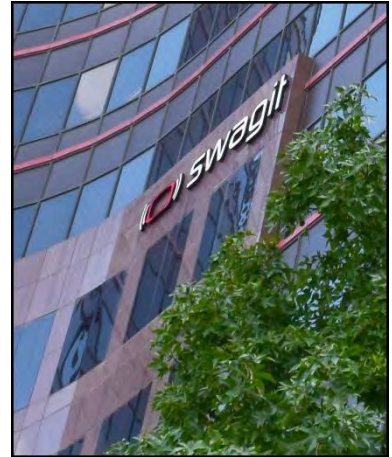
EXECUTIVE SUMMARY

Company History and Information

Swagit Productions, LLC, founded in 2003, is a privately held company headquartered in Dallas, Texas. Swagit is a progressive company that is pioneering the broadband multimedia communication service industry by providing clients a **hands-free** approach to always being connected to end-users' information needs. In combining Swagit's EASE™ and Avior™ HD solutions, clients are offered the most comprehensive **hands-free** experience possible.

Swagit specializes in providing streaming media solutions to cities, counties, states, school districts, and health providers. In addition, Swagit is a complete video production entity, providing services such as post-production, studio and recording booth sessions.

Swagit began with a mission to supply clients an affordable solution to stream their own content in an overpriced, complicated, hands-on video industry. From its beginnings as a company specializing in turnaround streams for cities, counties, states and school districts, Swagit has grown significantly and provides an open API which allows for integrations with all major Agenda/Document Management and Voting Solutions. This lets our clients choose the best Agenda/Voting Solution for their unique needs.



With Swagit's EASE™ streaming video solution, clients are able to stream their public content live and on-demand through the jurisdiction's website. HTML5 compatibility makes getting to the content even easier and more convenient as viewers are able to access all of the video content via their computers, smart phones or tablets. Archived meetings are indexed and broken up into clips by agenda item for a superior end-user experience.

Avior™ HD is Swagit's hands-free broadcast solution: a complete package of 3+ HD cameras, professional video switching equipment, and associated components that allows either Swagit's video department to remotely control the cameras or on-site camera control by government staff. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ HD can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and streaming of an event or meeting.

The Swagit network stretches across North America, ensuring fast connect times from the closest point-of-presence (POP) to an end-user's location. Swagit's network is fully redundant, giving clients peace of mind and keeping with the Swagit motto, "Always Connected."

Points of Difference

- Swagit's EASE™ solution is completely **hands-free** and requires no staff time or resources
- Sound Search™ allows residents to search for the spoken word in a meeting which is synced to video
- Swagit's open API allows integrations with agenda management solutions
- Swagit is the only government streaming provider that has developed its own content delivery network, ensuring quick and reliable connections for your constituents
- Unlimited storage for Specialty Content and Meetings
- Swagit's unique **hands-free** solutions typically qualify as a sole-source purchase, allowing for quick deployments

OVERVIEW OF PROPOSED SOLUTION

EASE™

Hands-Free Streaming

Swagit's **Extensible Automated Streaming Engine (EASE™)** solution meets all current and future needs for government without creating additional work for staff. EASE™ is a hands-free tool that eliminates the need for client staff members to index, edit, or time-stamp their video content. Each EASE™ package includes on-demand archiving, a 24/7 live stream via internet and PEG, streaming to mobile devices, and up to 120 hours of additional generic specialty content each year. If live streaming is not applicable, clients can upload media via FTP.

Avior™ HD

Broadcast System

Swagit's **Avior™ HD Broadcast System** is a complete package of high-definition PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enables any client to fully outsource the operation and production of a multi-camera broadcast for public meetings. Avior™ also offers video graphics/titles overlay and Real Time Captioning support.

EASE™ HD/SDI Premium Captioning Encoder with SDI CC Encoding Unit

Swagit's **EASE™ HD/SDI Premium Captioning Encoder** is a high definition and/or standard definition (HD-SDI) encoding unit for video plus captioning. The package includes:

- Web-based multi-encoder management and closed captioning support
- Web Based caption GUI
- EASE™ HD-SDI Remote Video Indexing Kit (includes Scheduler)
- HD/SD Encoding/Transcoding Software - server or cloud deployable encoding/transcoding software
- HD/SD Baseband or IP Encode/Transcode single-channel license (enables encoding/transcoding of 1 HD/SD channel)
- SDI CC Encoding Unit (to provide audio captions over IP, for real-time captioning service)

Closed Captioning

Live Automated Transcribing is intelligent assisted real-time speech-to-text automation for captioning. Swagit's **Caption Sync** service works in conjunction with Live Automated Captioning; Swagit cleans up existing transcripts and synchronizes them with meeting video for on-demand viewing.

Social Media eXstream

Social Media eXstream connects meetings and events with live social platforms such as Facebook Live and YouTube Live. Jurisdictions can instantly live-stream local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package.

Sound Search™

Sound Search™ is an innovative product which improves the search for specific content in archived videos. A positive search hit for a spoken word or phrase will take the viewer to the exact location that it was spoken within a meeting video.

Note: Some features listed in this document may be system options or may require equipment not included in the provided pricing proposal.

SERVICE DESCRIPTIONS

EASE™ Streaming Appliance

Video Capture, Encoding, and Streaming

The Extensible Automated Streaming Engine (EASE™) is a software framework consisting of foundation and extension modules that work together to automate many otherwise manually intensive tasks. This completely hands-off solution meets the current and future needs of your entity without creating any additional work for your clerks or webmasters.

▪ **Video Capture and Encoding**

EASE™ Streaming Appliance records content according to your broadcast schedule and transfers the recorded audio/video to the Swagit Content Network via a secure Virtual Private Network (VPN) connection, making it available for live and/or on-demand streaming.

▪ **Indexing and Cross Linking**

Using your published meeting agendas as a guide, Swagit's Managed Service Division (SMSD) indexes the meetings without any work from the city. SMSD will annotate your content by adding jump-to points with specific item headings, giving users the greatest flexibility to find the specific content they need. With these jump-to points, users can step through video by searching for or clicking specific items.

▪ **Agenda Management Integration**

If meeting packets or other related information is available online, SMSD will link them directly to the video player for easy access.

Swagit's EASE™ solution integrates with all major Document/Agenda Management solutions.

▪ **Archiving**

Client audio/video can be stored securely on the Swagit Content Network indefinitely. Fault tolerance and high availability is assured through replication of audio/video content to multiple, geographically redundant, Storage Area Networks (SAN). Our packages offer unlimited storage.

▪ **Presentation**

By navigating through the video library, users can view a list of meetings chronologically and once in a selected meeting you can unleash the power of the jump-to markers to search for specific points within individual audio/video clips.

▪ **Delivery**

In order to deliver on-demand content to end users in a format that is compatible with their computer's operating system, Swagit can deliver content in all major streaming video formats: Flash, Windows Media, QuickTime, Real, and HTML5. Swagit is proud to support Flash as its default format, which has proven itself as the format of choice from such vendors as YouTube, Google Video, ABC and NBC/Universal. With HTML5 streaming, Swagit provides content to mobile devices including iPhones, iPads and Android devices.

■ Monitoring

Swagit is monitoring all aspects of the Swagit Content Network to ensure its health and availability. This monitoring extends to cover remote Swagit EASE™ streaming appliances that are deployed on client premises. In the rare event of trouble our engineers are promptly notified so that they may dispatch a swift response in accordance with our support procedures.

■ Statistics

Swagit collates log files from our streaming servers monthly and processes them with the industry recognized Google Analytics. Google Analytics generates reports ranging from high-level, executive overviews to in depth quality of service statistics. These reports help to highlight growth trends and identify popular content.

■ Support

Beyond our proactive monitoring and response, Swagit offers ongoing, 24/7 technical support for any issues our clients may encounter. While our choice of quality hardware vendors and a thorough pre-installation testing phase go a long way toward ensuring trouble-free operation of our EASE™ streaming appliances, we do recognize that occasionally unforeseen issues arise. In the event that our engineers detect a fault, they will work to diagnose the issue. If necessary, next business day replacement of parts will be completed. Swagit offers continual software updates and feature enhancements to our services and products for the life of your managed services contract.



Avior™ Hands-Free Broadcast System

HD Video Capture, Encoding, Broadcast, and Streaming System

Built on years of industry experience and developed to address the growing transparency needs of government, Swagit's Avior™ HD Broadcast System is a complete package of HD PTZ (Pan, Tilt, and Zoom) cameras, professional video-switching equipment, and associated components, that enable any client to fully outsource the operation and production of a multi-camera broadcast for public meetings.

Avior™ HD cameras are installed by Swagit personnel in one or multiple positions within a meeting room. As a meeting is being recorded, Swagit's video department controls the Avior™ system from their Dallas, Texas headquarters — switching between cameras (for views of the podium, presentation slides, and dais), while also directing and controlling those cameras through selective panning, close-ups, and wide shots. The Avior™ HD broadcast-quality robotic cameras are able to tilt and pan through wide angles of motion and can zoom through large ranges.



Avior™ enables detailed direct camera positioning (pan, tilt, zoom, focus, and more), preset-positions, and video settings (white balance, backlight, brightness) for the robotic cameras. Additionally, Avior™ communicates with the switcher to allow direct operation of the 'wipe' function from the camera control GUI. With this powerful package you or Swagit can control all your cameras individually and switch video sources on a video switcher locally or remotely. Avior™ is an invaluable integration of camera-control with switcher operations for use with live production setups like city chambers, churches, meeting rooms, and more.

Avior™ includes 3+ robotic (computer-controllable pan/tilt/zoom) cameras. These popular robotic cameras have excellent video quality and performance, with the ability for panning through wide angles of motion, tilting through large ranges with superb optical zoom, and dual video output of Y/C and composite. They also support both RS232 and RS422 (long distance over 1000 meters) control signals. In addition, the cameras can be mounted either "up" or "hanging upside down" for your convenience (they have built-in reversal of the picture and left/right/up/down motion controls).

Avior™ HD is a remotely operated one-of-a-kind hands-free transparency suite that will save your jurisdiction time and money. When bundled with Swagit's hands-free EASE™ video streaming system, Avior™ can offer a full end-to-end hands-free broadcast solution that requires no client staff involvement for operation of cameras and/or streaming of an event or meeting.

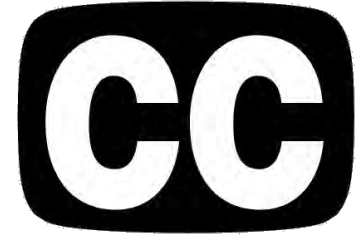
- Fully automated
- 3+ HD camera solution
- Hands-free broadcast system
- Video graphics/titles overlay
- Free software updates
- Can be used locally when/if applicable
- Typically Integrates with existing A/V equipment
- Small footprint — equipment is self-contained on its own rack

Avior™ Broadcast System Diagram



Captioning for Compliance

Streaming Video Enhancement



Captioning for streaming media is the method of displaying a text version overlay for the spoken words within a video. It helps viewers who may be deaf or who have reduced hearing.

Federal agencies, contractors and employers should be acutely aware that their live streaming and broadcast events must now be captioned for accessibility, as mandated by recent updates to Section 508 of the Rehabilitation Act, plus changes to state laws that now require accessibility for federally-funded organizations such as colleges, universities, and research facilities. Even when Section 508 doesn't apply, many non-federal websites and their video content must still be accessible under other laws such as Section 504 of the Rehabilitation Act of 1973.

Swagit can help meet your accessibility obligations with captioning for live streaming and broadcast events. Whether for your one-off events or longer-term fixed placements, Swagit can provide hands-free support with compliant turnkey live video services.

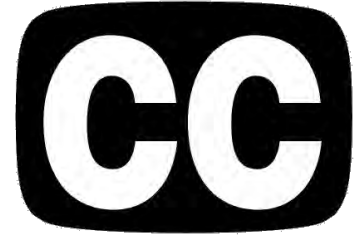
FEATURES

- ▶ Meets FCC mandated ADA requirements for closed captioning
- ▶ Hands-free captioning service
- ▶ Live and/or on-demand
- ▶ Multiple captioning options
- ▶ Visible on mobile devices
- ▶ Captioning for TV broadcast
- ▶ Captioning of archival video
- ▶ Dedicated staff to exceed expectations



Captioning Services

Streaming Video Enhancement



Real-Time (Live) Captioning

Swagit can provide real-time captioning for live programming, as well as sync those captions for on-demand usage after the event has come to its completion. Captioning through Swagit can be distributed to both TV and the Web simultaneously, if needed.

- **CaptionLive**

Human Assisted Real-time Transcription (HART); captions are created as an event takes place, utilizing a live transcriber. (Specific captioning appliance required for this service.)

Post-Event (On Demand) Captioning

- **CaptionPM**

Human assisted post-meeting captioning for video on demand, completed and aligned with event video within 4 business days of broadcast.

Additional Captioning Services

- **Speech-to-Text Document**

A basic text file created from spoken words in a meeting audio; does not include non-audio information such as speaker identification or graphic presentations. It is not a word-for-word legal transcript.

- **SwagitSync**

Swagit synchronizes your 3rd-party live captioning transcript with event video for on-demand viewing; completed within 4 business days of broadcast.

Captioning rates are calculated in full hours only, and are based on total length of meeting or event, which includes breaks, closed sessions, and other non-captioned events during that length of time.

Swagit meets FCC mandated ADA requirements for closed captioning.

Specific captioning appliance may be required for these packages and services.

Sound Search™

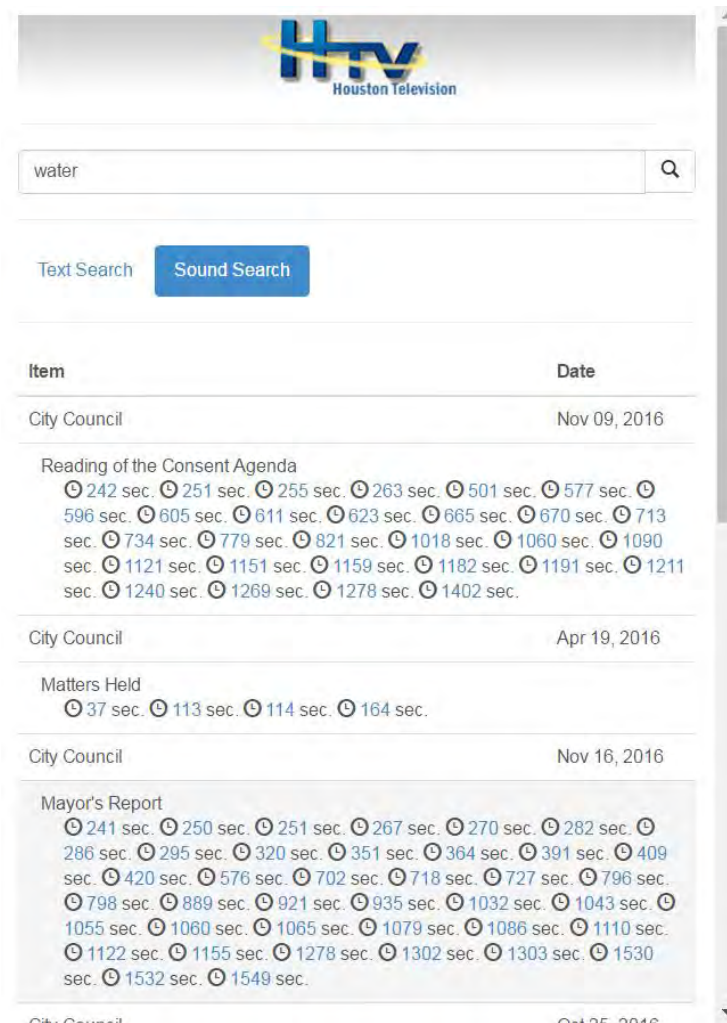
On-Demand Streaming Video Search Enhancement

Swagit's innovative Sound Search™ dramatically improves the search for specific content in archived videos. A positive search hit for a specific spoken word will take the viewer to the exact location within any meeting that the word or phrase was spoken.

Sound Search™ results are displayed by the date and second mark, and provide a direct "jump-to" link for each instance a searched word or phrase was spoken during meetings. When a search result is selected, the audio/video clip will begin playing several seconds prior to the search result, giving greater context to the result.

Swagit's focus is on emerging technology and pioneering features like Sound Search™ that enable increased resident engagement.

- ▶ Search results are date- and second-marked
- ▶ Direct "jump-to" link by spoken word
- ▶ Increased resident engagement



Social Media eXstream

Social Live Video Streaming

Instantly stream live your jurisdiction's local events to followers and engage with viewers in real time with Swagit's Social Media eXstream Package. Live streaming is the future growth of social media and has become a part of culture that government can easily use to reach more residents online. Users can watch live broadcasts, whether on a PC or mobile device, in a matter of seconds. Social Media eXstream connects your meetings and events with live social platforms such as Facebook Live and YouTube Live.

- ▶ Live multi-destination streaming
- ▶ Multi-bitrates
- ▶ Affordable and simple
- ▶ Additional resident accessibility to meetings and events
- ▶ Expanded reach and audience growth
- ▶ Increased distribution channels

Streaming to social media live platforms can immediately expand your audience and increase distribution channels. For example, Facebook engages your viewers by sending a notification alert to your followers before the stream begins. Residents can then easily connect, interact and follow your event in real time.



PSA Example: Veterans Day

Implementation & Training

Once Swagit receives two signed original agreements, you'll hear from Swagit's team of deployment experts. We'll also send you a welcome packet, requesting basic information we'll need to complete your installation (such as your meeting schedule, contact info, IP information, and graphics for your video library/video player).

Phase 1 - Hardware Provisioning/Development

- ▶ Hardware ordered (out of stock items may impact delivery)
- ▶ Hardware assembled by Swagit engineers
- ▶ Operating system installed and configured per installation
- ▶ Swagit EASE™ streaming appliance software installed
- ▶ System burn-in testing conducted under fail-test load
- ▶ Hardware sign-off by Swagit
- ▶ Welcome packet information (meeting schedule, IP info, etc.) returned to Swagit

Phase 2 – Web Element Design

- ▶ Video library and player designed by Swagit in consultation with Client
- ▶ Linking instructions provided to Client Webmaster/IT
- ▶ Design sign-off by Client

Phase 3 – Deployment/Implementation

- ▶ Assembled hardware shipped
- ▶ Remote configuration and testing of audio/video feed quality by Swagit
- ▶ Confirmation of correct video library linking and integration with Client's website
- ▶ Installation sign-off by Swagit

Phase 4 - Acceptance Testing

- ▶ Dry run of meeting capture, indexing and encoding process using next available meeting rebroadcast, alternate content or live meeting
- ▶ Final signoff by Client and fulfillment of purchase order

Deliverables

- ▶ Installation checklist
- ▶ Configuration, testing and installation of Swagit EASE™ streaming appliance
- ▶ Secure FTP account for pre-edited digital content
- ▶ Customized video library
- ▶ Customized video player
- ▶ Monthly usage statistics

If your service package includes client-controlled indexing, Swagit will provide remote training to teach your staff how to index meeting videos as well as how to include links to attachments. No additional training is necessary; Swagit's traditional services are hands-free.

REFERENCES

City of Austin, Texas

301 W. 2nd., Austin TX 78701

Live Site: <http://www.austintexas.gov/page/atxn-video-archive>

City of Miami Beach, Florida

1700 Convention Center Dr., Miami Beach FL 33139

Live Site: <http://web.miamibeachfl.gov/mbtv77/>

Sandoval County, New Mexico

711 Camino Del Pueblo, Bernalillo NM 87004

Live Site: <http://www.sandovalcountynm.gov/commission/sandoval-county-meeting-videos/>

Brea, California

1 Civic Center Circle, Brea CA 92821

Live Site: <http://www.ci.brea.ca.us/812/Government-Access-Channel>

City of Elliot Lake, Ontario

45 Hillside Drive North, Elliot Lake ON P5A 1X5

Live Site: <http://www.cityofelliotlake.com/en/cityhall/CouncilWebcasts.asp>

ATTACHMENTS

- Sole Source Letter for Consideration Upon Request
- Swagit Solutions can also be purchased on both state and national contracts (i.e. TIPS, DIR, U.S. Communities Contract)

COST SUMMARY

One-Time Upfront Costs

Optional Broadcast Solution (Avior includes a 2D Encoder)

Item & Description	Quantity	Up-Front Cost
Avior™ HD - Four (4) camera setup as a standard (allows for remote operation by Swagit staff, see corresponding monthly package on next page)	1	\$39,605.00
Installation for Avior	1	\$4,850.00
Total One Time Cost:		\$44,455.00

One-Time Captioning Appliances Cost (required for real-time captioning)

Item & Description	Quantity	Up-Front Cost
CaptionPrime Streaming Software- <i>ONLY Required if needing realtime captioning</i>	1	\$2,800.00
Standard Caption Encoder/Decoder- Automated Transcribing <i>ONLY Required if needing realtime captioning</i>	1	\$4,190.00
Advanced Caption Encoder/Decoder- Human Transcribing <i>ONLY Required if needing realtime captioning</i>	1	\$9,090.00
EASE™ or CaptionPrime Setup and Deployment	1	\$1,280.00

Optional Extended Warranty

Item & Description	Number of Years	Unit Rate	Extended Cost
Extended Warranty Plan for EASE Appliances, CaptionPrime Appliances, Caption Encoders *	2	TBD	TBD
• Per additional year, up to two additional years (appliances come with 3-year manufacture warranty, so this would give the encoders up to 5 years total or 2 additional years beyond the included 3 year of manufacture warranty).			
Annual Support for Avior Upgrades, EASE Appliances, CaptionPrime Appliances, Caption Encoders, GoMobile and Uverse Encoders, Playback365 Support & Annual Maintenance	2	TBD	TBD
• Support renewal is optional but recommended • Includes support and any software upgrade as long as you are covered under the support contract			
One-Time Costs:			TBD

Item & Description	Rate	Quantity	Yearly Cost
EASE™ Hands-Free Service – 25 - Up to 25 indexed meetings per year - Up to 120 hours of specialty video content per year 24/7 Live Stream Avior™ Hands-Free Production – 25 - Up to 25 remotely switched meetings per year with lower third character generation	\$ 1,295.00	12 mos	\$ 15,540.00
Total Annual Service:			\$ 15,540.00

Captioning Service Plans

Item & Description	Monthly Rate	Quantity	Yearly Cost
CaptionLive* - (requires CaptionPrime/Advanced Encoder/Decoder) - Up to 25 Meetings - Real Time w/Human - Searchable Captions/Transcript	\$ 968.75	12 months	\$11,625.00
CaptionLive Basic* (requires CaptionPrime/Standard Encoder/Decoder) - Up to 25 Meetings - Automated Only - Additional equipment and software 'may' be needed - This is the package with quality midlow 90% range	\$375.00	12 months	\$4,500.00
CaptionLive Premium (Automation with PM)* (requires CaptionPrime/Standard Encoder/Decoder) - Up to 25 Meetings - Searchable Captions/Transcript - Automated Only - Includes human post meeting spell check/clean up	\$687.50	12 months	\$8,250.00
CaptionPM (does not require CaptionPrime/Encoder/Decoder) - Up to 25 Meetings - Includes Post Meeting Transcript with human cleanup - Post Meeting Captions for VOD 4-day turnaround time	\$562.50	12 months	\$6,750.00

Package Overages

Item & Description	Cost
Additional EASE™ Hands-Free Indexed Meetings	\$ 175.00 / meeting
Additional AVIOR™ Hands-Free Remote Switched Meetings	\$ 175.00 / meeting

Optional Add-Ons

Item & Description	Cost
Sound Search™ - Speech-to-Text Document **† (Unedited Transcript) - Searchable and Navigable	\$250.00 /month
Social Media eXstream	\$300.00/month

* Price and hardware model are subject to change after 60 days without prior notice.

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.:

SUBJECT: CANCELLING COUNCIL MEETINGS SCHEDULED FOR OCTOBER 22ND,
NOVEMBER 26TH AND DECEMBER 24TH 2020



Council Action:

October 22nd council meeting falls during Early Voting (Northlake polling location)

November 26th council meeting falls on Thanksgiving Day (Official Holiday)

December 24th council meeting falls on Christmas Eve (Official Holiday)

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 8, 2020

REF. DOC.:

SUBJECT: MODIFYING, CONTINUING AND/OR SUSPENDING FIRST AMENDED
DECLARATION OF LOCAL AND PUBLIC HEALTH EMERGENCY
MODIFIED ON APRIL 23 2020 BY TOWN COUNCIL



TOWN OF NORTHLAKE COUNCIL ITEM NO. 9

DATE: OCTOBER 8, 2020

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 10

DATE: OCTOBER 8, 2020

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 11

DATE: OCTOBER 8, 2020

ITEM: ADJOURNMENT

