

1. 5:30 P.M. Town Council Agenda 10-14-2021

Documents:

[0 AGENDA 10-14-21 FINAL.PDF](#)

2. 5:30 P.M. Town Council Packet 10-14-2021

Documents:

[PACKET.PDF](#)

3. October 14, 2021 - MEETING SLIDE DECK
[OCTOBER 14, 2021 - MEETING SLIDE DECK](#)



DAVID A. RETTIG, MAYOR

RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2
BRIAN MONTINI, COUNCIL PLACE 3

ROGER SESSIONS, COUNCIL PLACE 4
BILL MOORE, COUNCIL PLACE 5
WES BOYER, COUNCIL PLACE 6

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
OCTOBER 14, 2021, AT 5:30 PM
1500 COMMONS CIRCLE SUITE 300, NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council will meet in a regular meeting on Thursday, October 14, 2021, at 5:30 pm at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action.

1. Call to Order
Roll Call
Invocation
Pledge of Allegiance
2. Announcements, Proclamations and Presentations
 - A. Presentation from Realty Capital to contribute funds to Town road projects in lieu of construction of a portion of future Florance Road
 - B. Briefing on Master Thoroughfare Plan Amendment and development agreement with Kenneth and Cathy Frisby
3. Public Input
This item is available for citizens to address the Town Council on any matter. The presiding officer may ask the citizen to hold his or her comment on an agenda item until that agenda item is reached. By law, no deliberation or action may be taken on the topic if the topic is not posted on the agenda. The presiding officer reserves the right to impose a time limit on this portion of the agenda.
4. Consent Items
Any Council member may request an item on the Consent Agenda to be taken up for individual consideration
 - C. Town Council Meeting Minutes 9-9-21
 - D. Authorize Town Manager to purchase three crew cabs (BuyBoard #601-19, Grapevine Dodge Chrysler Jeep) and a backhoe (Sourcewell Purchasing Cooperative, HOLT CAT) in a total amount not to exceed \$315,00.
Resolution 21-34

5. Action Items

- E. Discussion and action adopting Resolution 21-35, directing publication of Notice of Intention to issue Certificates of Obligation; and resolving other matters relating to the subject.
- F. Authorize Town Manager to approve supplemental agreement with Newland Communities to participate in water line oversizing in an amount not to exceed \$360,000
- G. Discussion and action calling a special meeting for November 19 and November 20, 2021.
- H. Discussion and action regarding cancellation of the November 11, November 25, and December 23, 2021, Council Meetings.
- I. Approval of modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020

6. Executive Session

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

- a. Section 551.071 authorizes a governmental body to consult with its attorney in an executive session to seek his or her advice on a legal matter. It provides as follows: A governmental body may not conduct a private consultation with its attorney except: (1) When the governmental body seeks the advice of its attorney about: (a) pending or contemplated litigation; or (b) a settlement offer; or (2) on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter. The Town Council may adjourn into executive session for consultation with the Town Attorney regarding:
 - i. Development of the IMA and AMI Development Groups tracts on approximately 6.4 acres of land north of FM 407.
 - ii. Development and annexation of the Oneta Lee Cope Trust tract on approximately 69.0 acres of land located west of FM 156.
 - iii. Development of the Petrus Investments LP tracts on approximately 559.7 acres of land located east of FM 156.
 - iv. Development and annexation of the CKD Holdings Inc Tracts 24.8-acre, 11.9-acre, and 1.8-acre tracts of land general located north of Oliver Creek and west of FM 156 in the extraterritorial jurisdiction of the Town.
 - v. Development and annexation of the Hatfield, Brasher, Green Tract on approximately 97.9 acre tract of land generally located south of Evelyn Lane, west of Faught Road and north of Faith Lane in the extraterritorial jurisdiction of the Town; and the development of the Charles Faught tracts totaling approximately 152.3 acres of land generally located north of Evelyn Lane, west of Faught Road, and south of Robson Ranch Road.
 - vi. Development and annexation of the Withee tract on approximately 74.3 acres of land located north of FM 407.
 - vii. Town of Northlake vs. City of Justin, Denton County District Court Cause No. 15-08170-367.
 - viii. City of Justin v. Toby Baker, Cause No. D-1-GN-20-002084.

- ix. Town of Northlake vs. RKM Utility Services Inc. & Philadelphia Indemnity Insurance Company Denton County District Court Cause No. 20-0649-367
- x. Potential litigation related to Dale Earnhardt Way road failures.

b. Section 551.087 Economic Development Negotiations

- i. Potential amendment to Development Agreement approved October 10, 2020, between Town, NEDC, NCDC, and Foster, Lewis, Gierisch, and Weis.
- ii. Potential development agreement with Henry Northlake Development LLC on five tracts totaling approximately 122 acres generally located east of I-35W and north of Denton Creek
- iii. Development agreement with Lodging Host Hotel Corp. for the development of a hotel conference center.

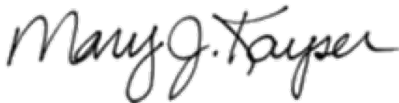
7. Reconvene into Open Session

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

8. Adjourn

CERTIFICATION

I hereby certify that the above agenda was posted on the bulletin board at Town Hall 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on the 8th day of October 2021 by 5:00 pm in accordance with Chapter 551, Texas Government Code.



Town Secretary

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



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TOWN OF NORTHLAKE COUNCIL ITEM NO. 1

DATE: OCTOBER 14, 2021

ITEM: CALL TO ORDER



TOWN OF NORTHLAKE COUNCIL ITEM NO. 2

DATE: OCTOBER 14, 2021

ITEM: ANNOUNCEMENTS-PROCLAMATIONS-PRESENTATIONS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF. DOC.: DEVELOPMENT AGREEMENT WITH REALTY CAPITAL (THE HIGHLANDS)

SUBJECT: PROPOSED ALTERNATIVE TO EXTENSION OF FLORANCE ROAD THROUGH THE HIGHLANDS PROJECT



GOALS/OBJECTIVES:

- Responsibly Manage Growth; Adhere to the Comprehensive Plan (Council Goal)
- Systematically Invest in Infrastructure; Maintain and improve public roadways (Council Goal)

BACKGROUND INFORMATION:

- Tim Coltart with Realty Capital, developer of The Highlands requested revisions to development agreement
- The Highlands development includes:
 - o 222 one-acre single family residential lots
 - o Public Improvement District created to fund following:
 - Water line from Public Works Service Center to development
 - Roadways
 - Trail system with berms along FM 407
 - Partial continuation of Florance Road south of FM 407 to connect to existing Mulkey
 - Road would not connect to FM 407
 - Only two of ultimate four lanes
- Request to provide developer contribution in lieu of construction of roadway
- Mr. Coltart will present proposal to Council and be available for questions and comments

COUNCIL DIRECTION:

- Feedback on proposal from Realty Capital (see attached)

October 1, 2021

Drew Corn
The Town of Northlake
1500 Commons Circle Ste 300
Northlake, TX 76226

RE: Proposed Florance extension through the Highlands Project

Dear Mr. Corn,

As you are aware, the Highlands of Northlake and the Town of Northlake agreed to the now executed Development Agreement (the “Agreement”) that among other things, provides for the construction and dedication of Florance Road through a portion of the Highlands Development. The Agreement contemplates the following:

Exhibit D: “Where Mulkey Road is not yet built (through the site); at the time the land west of Mulkey is developed, the developer shall construct the eastern 2 lanes of the ultimate 4 lane section and provide full ROW easement for future completed road section. Developer shall be required to install a cul-de-sac at the Northern Boundary and shall not be responsible for the FM407 connection or improvements.”

Given that the current requirement is simply to build two of the future four lanes and since we do not yet have street sections or civil plans for the connections north and south of the required section, it likely makes more sense to seek a solution that would provide the equivalent payment to Northlake for these lanes. This solution allows Northlake to control when and how the lanes get built. The estimated cost of this is +/- \$325,000. Some of the benefits of this approach would be as follows:

- **MANY UNKNOWNNS:** Both north and south of our required improvements, the street section and location of Florance is not known nor engineered yet. In addition, there are no allocated funds to build. As the future expansion of FM 407 is worked out, the Town would have the time and flexibility on the location, section and size of the future connection/s around the project.
- While the Highlands has agreed to dedicating the full 120’ ROW for Florance which assumes a “rural thoroughfare”. This would give the Town the option to either build out the 120’ section or possibly a 100’ ROW section leaving more land for each side to screen the road.

- This would avoid having a “road to nowhere” that would likely be subject to dumping and the likes.
- We have had some concerns raised by residents about this road and the need for it. This would allow this to be flushed out over time.

As planned, Florance Road would be a long cul-de-sac and our team proposes to alternatively seed the currently graded section of Florance Road and make a cash payment to the Town of \$325,000. We would then place landscaping on the east side to grow in for the benefit of our residents.

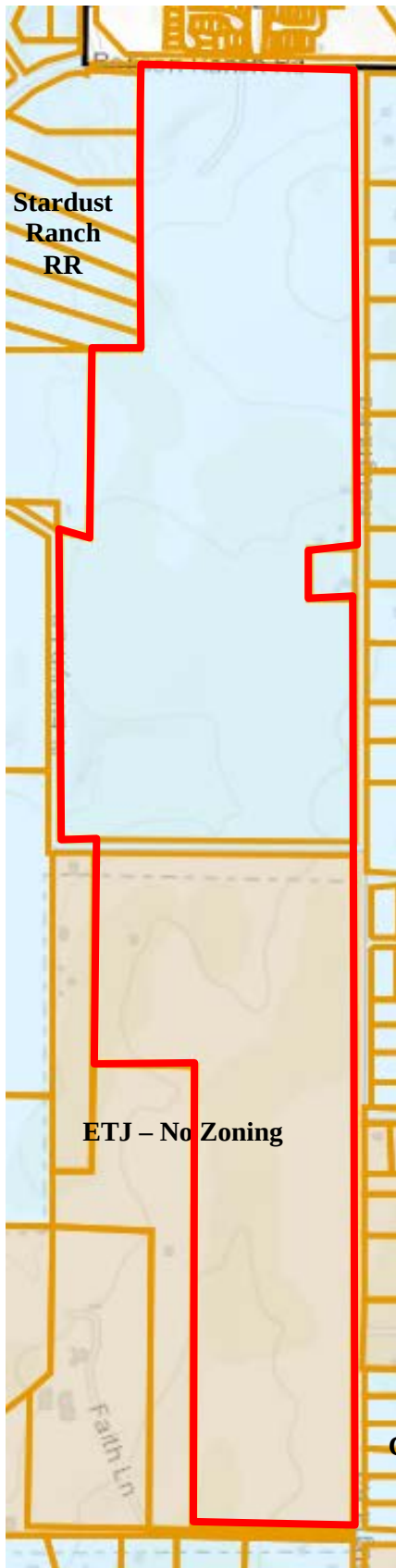
Please let me know what questions you may have or how you would suggest we move forward.

Yours sincerely

Tim Coltart

MAPS:

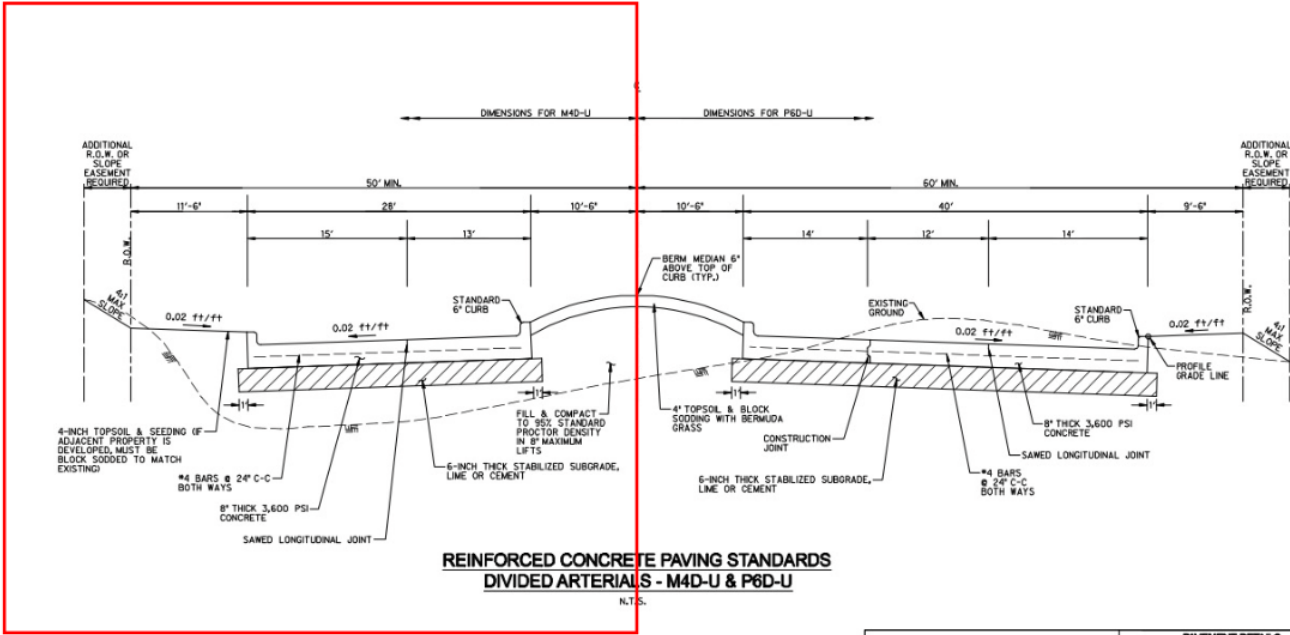
Location Map



Aerial Map



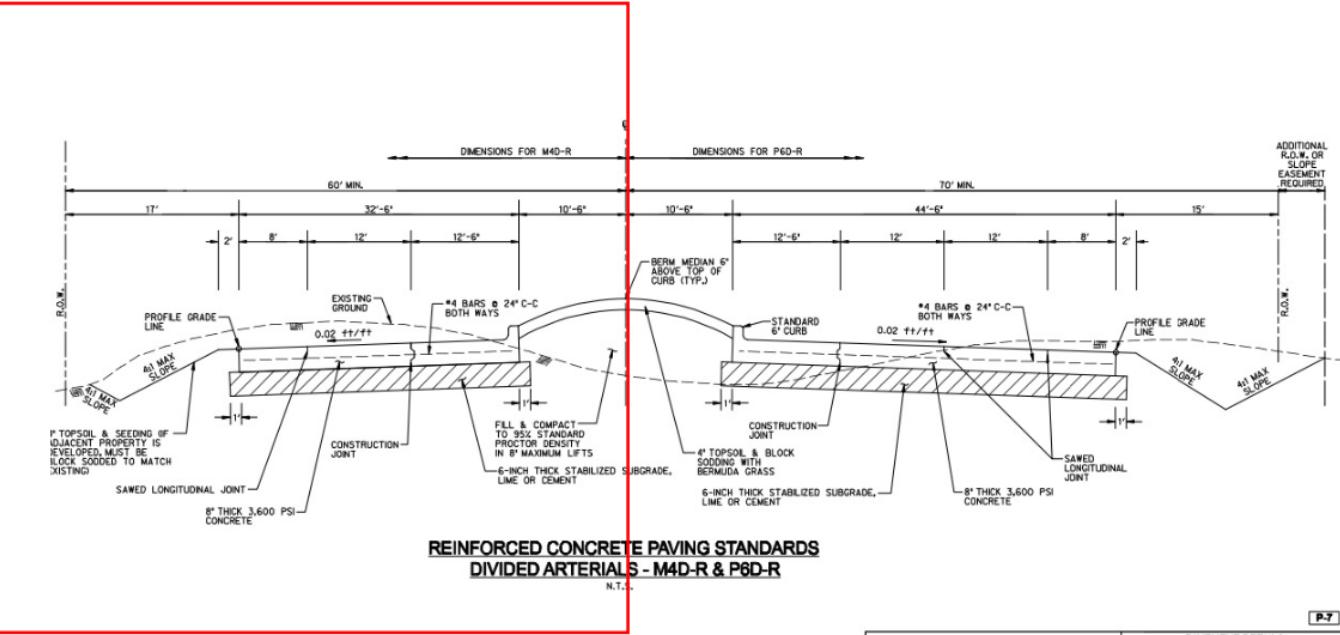
Road Sections Exhibit



Urban Section – 100' ROW

- NOTES:
1. M4D-U IS SHOWN ON LEFT SIDE OF DRAWING AND P6D-U IS SHOWN ON RIGHT SIDE OF DRAWING.
 2. ALL DIMENSIONS TO CURB ARE SHOWN TO THE BACK OF CURB.
 3. SEE SIDEWALK DETAILS FOR SIDEWALK LOCATIONS.

PAVEMENT DETAILS							
DIVIDED ARTERIALS - URBAN							
							
DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.	
HALFF	HALFF	HALFF	2024	N.T.S.	P-3		



Rural Section – 120' ROW

- NOTES:
2. ALL DIMENSIONS TO CURB ARE SHOWN TO THE BACK OF CURB.
 3. ALL UTILITIES AND SIDEWALKS ARE TO BE PLACED IN A MINIMUM 10' SIDEWALK & UTILITY EASEMENT OUTSIDE OF RIGHT-OF-WAY.
 4. SEE SIDEWALK DETAILS FOR SIDEWALK LOCATIONS.

PAVEMENT DETAILS							
DIVIDED ARTERIALS - RURAL							
							
DESIGN	DRAWN	CHECK	DATE	SCALE	FILE	NO.	
HALFF	HALFF	HALFF	2024	N.T.S.	P-7		

Exhibit D

Property Roadway Improvement

A. Mulkey – New Northern 1/3

Where Mulkey Road is not yet built (through the site); at the time the land west of Mulkey is developed the developer shall construct the eastern 2 lanes of the ultimate 4 lane section and provide full ROW easement for future completed road section. Developer shall be required to install a cul-de-sac at the Northern Boundary and shall not be responsible for the FM407 connection or improvements. Built by the end of phase II.

B. Mulkey – Existing Southern 2/3

Where Mulkey Road already exists (west of the property) the developer will provide for the placement of an asphalt overlay to the existing road. Built by the end of phase II.

C. Mulkey – East / West Portion

Where Mulkey Road already exists (south of the property); developer shall shape road bed, improve drainage, and chip seal.



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF DOC.: NORTHLAKE 2016 MASTER THOROUGHFARE PLAN AND ZONING
CASE PD-21-003

SUBJECT: PROPOSED FRISBY DEVELOPMENT AGREEMENT INCLUDING
ZONING, RIGHT-OF-WAY AND OTHER CONSIDERATION



GOALS/OBJECTIVES:

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

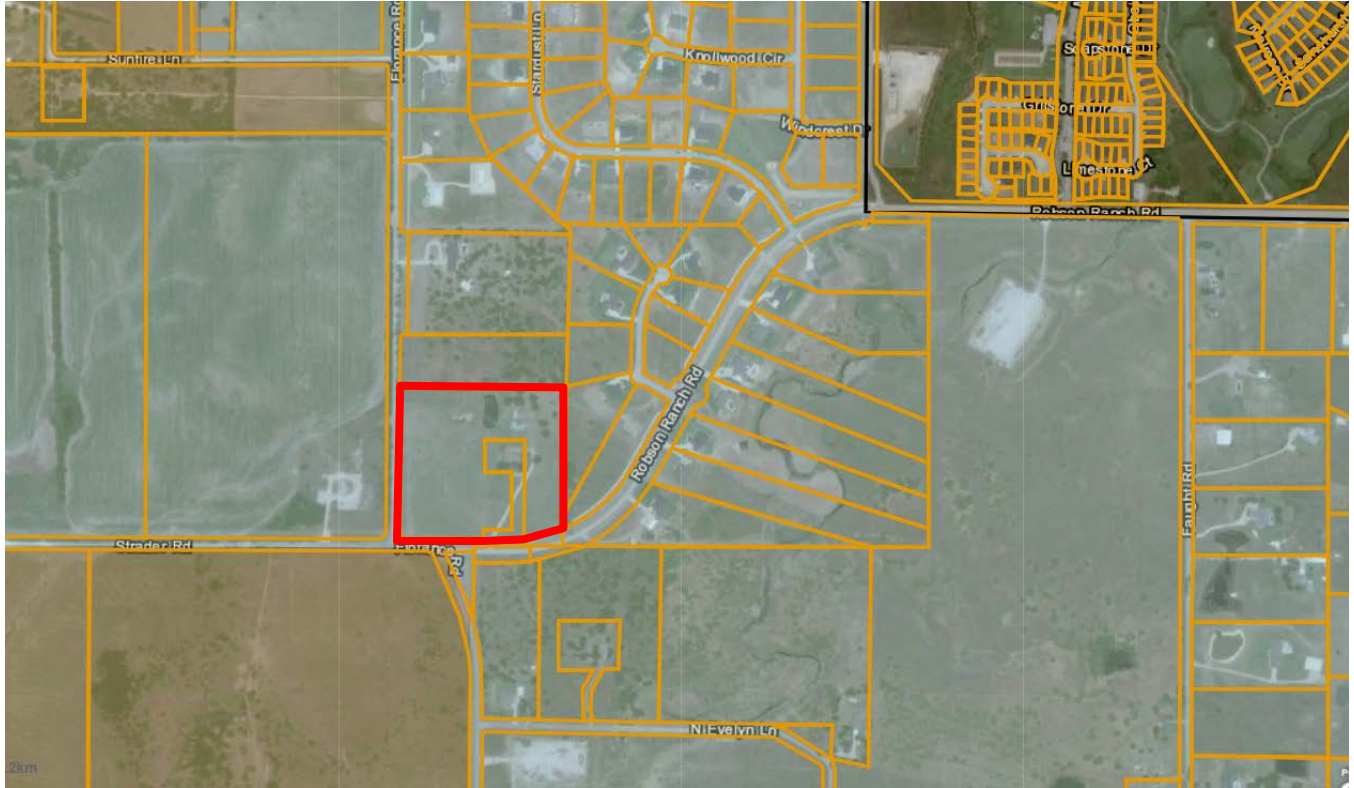
BACKGROUND INFORMATION:

- Kenneth and Cathy Frisby requested rezoning from RR to RE-PD for three two-acre tracts
- June 29, 2021, Planning and Zoning Commission unanimously approved Frisby rezoning request
- July 22, 2021, Town Council held public hearing but tabled rezoning case
- August 12, 2021, Town Council denied rezoning request but directed staff develop solution
- Outstanding Issues:
 - o Master Thoroughfare Plan (MTP) curve through Frisby property bisecting area to be rezoned
 - o Town project to repave Florance Road north of Strader Road ongoing
 - o State mandated update of MTP initiated and due in December
 - o If rezoning as submitted approved, Frisby required to grant right-of-way (ROW) per MTP
- Proposed Plan:
 - o Adopt MTP amendment with Florance and Strader intersection with an offset intersection or two T-intersections similar to current alignment
 - o Enter into development agreement with Frisby with following deal points:
 - Town will consider rezone of property from RR to RE-PD to create three two-acre lots
 - Frisby dedicates ROW to Town for ultimate four lanes of Florance and Strader
 - Frisby constructs sidewalk along south and west perimeter of entire property
 - o P&Z and Council consider rezone application from RR to RE-PD with three two-acre tracts
 - o P&Z approved plat, ROW not needed as previously granted
 - o Update MTP per update process and P&Z recommendation

COUNCIL DIRECTION:

- Provide direction to staff on proposed plan

AERIAL VIEWS OF SITE:





OWNER	AREA FOR ROW	LOT 1 AREA	LOT 2 AREA	LOT 3 AREA	TOTAL
FRISBY	1.14 AC	2.00 AC	2.00 AC	2.00 AC	7.14 AC

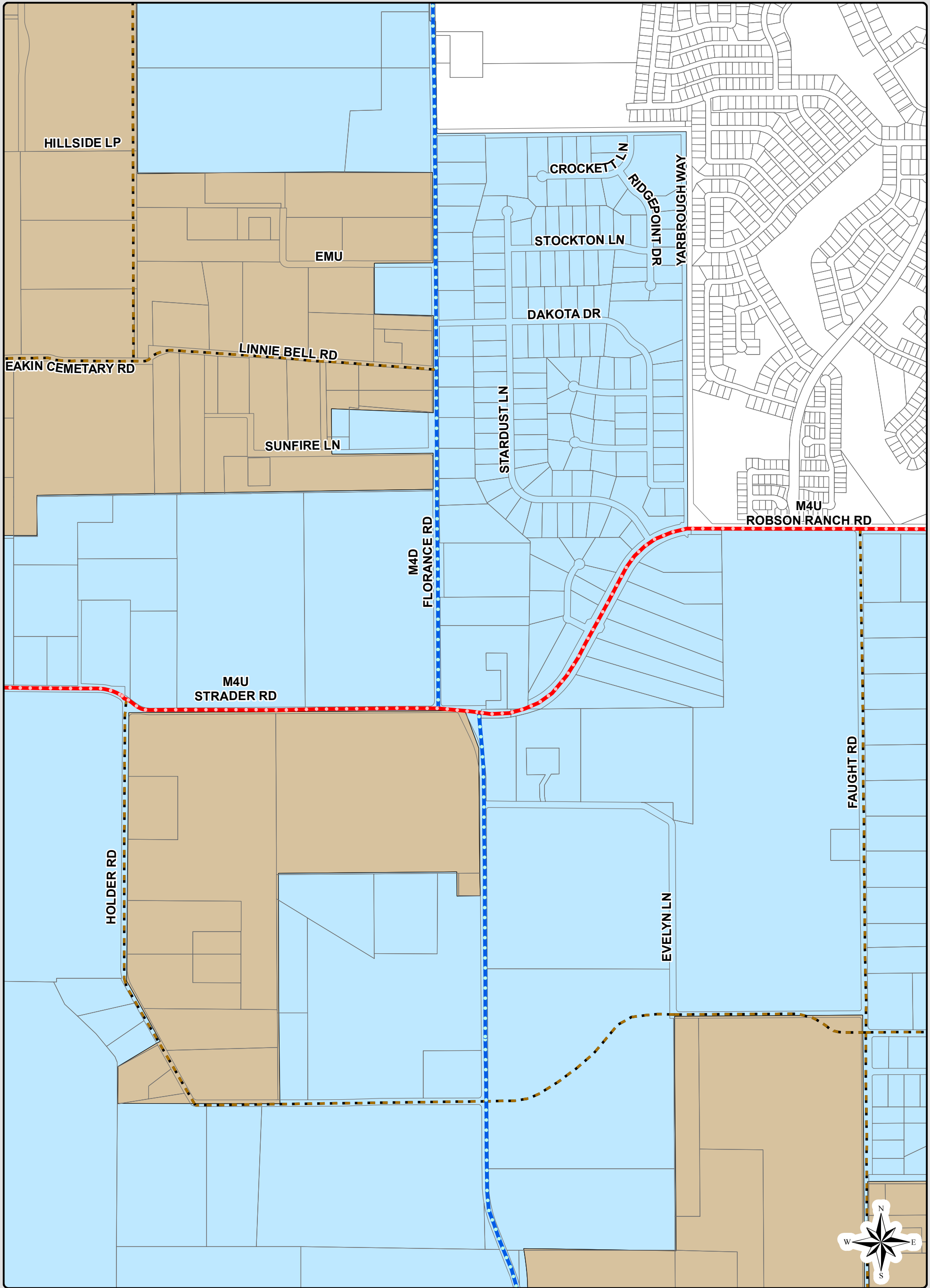
"T" INTERSECTION

FRISBY DEVELOPMENT AGREEMENT

EX-01



"T" INTERSECTION WITH SIDEWALK	EX-02
FRISBY DEVELOPMENT AGREEMENT	



Map Features

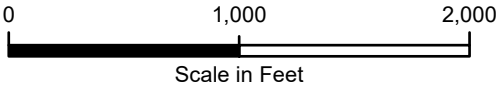
- Thoroughfare Type
- M4D
 - M4U
 - Collector Road
 - Major Roads
- Town of Northlake Incorporated Area
- Town of Northlake Extraterritorial Jurisdiction



DENTON COUNTY, TEXAS
MASTER THOROUGHFARE PLAN
PROPOSED REVISION

MTP Update Adopted by Ordinance 21-0722C on July 22, 2021

The MTP plan identifies existing and future roadways for the Town and its ETJ. It is recognized that classifications and/or locations of arterials may change based on future conditions. In areas, particularly in the ETJ, where the streets are not in place, the street alignments reflect corridors and not exact locations.



TOWN OF NORTHLAKE COUNCIL ITEM NO. 3

DATE: OCTOBER 14, 2021

ITEM: PUBLIC INPUT



TOWN OF NORTHLAKE COUNCIL ITEM NO. 4

DATE: OCTOBER 14, 2021

ITEM: CONSENT ITEMS





DAVID A. RETTIG, MAYOR

RENA HARDEMAN, COUNCIL PLACE 1
MICHAEL C. GANZ, COUNCIL PLACE 2
BRIAN MONTINI, COUNCIL PLACE 3

ROGER SESSIONS, COUNCIL PLACE 4
BILL MOORE, COUNCIL PLACE 5
WES BOYER, COUNCIL PLACE 6

**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
SEPTEMBER 9, 2021
1500 COMMONS CIRCLE SUITE 300 - NORTHLAKE, TEXAS 76226**

1. Mayor David Rettig called the meeting to order at 5:30 pm, quorum present.

Roll Call:

David Rettig, Mayor

Rena Hardeman, Place 1

Michael Ganz, Place 2

Brian Montini, Mayor Pro Tem

Roger Sessions, Place 4

Bill Moore, Place 5 - absent

Wes Boyer, Place 6

Invocation was given by Pastor Ben Scheck, The Grove Church.

The Pledge of Allegiance to the United States and Texas flags was recited.

2. Announcements, Proclamations and Presentations

A. Recognition of Micheale Lane, Municipal Court Specialist 20 Years of Service

B. Proclamation No. 21-4 United Way of Denton County

C. Proclamation No 21-5 20th anniversary of September 11th a Day of Remembrance.

3. Public Input

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There was no Public Input.

4. Consent Items

Any Council member may request an item on the Consent Agenda to be taken up for individual consideration

Motion was made by Mayor Pro Tem Montini and second by Council Member Sessions to approve Consent Items D, E, F, G, and H. Motion passed 6-0 Moore absent.

- D. Town Council Meeting Minutes 8-26-21
- E. Consideration of Resolution No. 21-29 authorizing the Denton Record Chronicle as the newspaper for publishing all official notices on behalf of the Town of Northlake
- F. Discussion and action on the FY 22 Contract for Services between Trinity River Authority and Town of Northlake – Revised Technical Services Fee Schedule
- G. Discussion and action on Resolution 21-30, approving a negotiated settlement between the Atmos Cities Steering Committee (ACSC) and Atmos Energy Corp., Mid-Tex Division regarding the company’s 2021 rate review mechanism filing; declaring existing rates to be unreasonable; adopting tariffs that reflect rate adjustments consistent with the negotiated settlement
- H. Resolution of the Town Council of the Town of Northlake, Texas, approving and authorizing the Town Manager to enter into an agreement to purchase Cartegraph Software for the Public Works Department.
 - i. Resolution No. 21-31

5. Action Items

- I. Authorize Town Manager to contract with Plummer Associates for a route study of Denton Creek wastewater main trunkline not to exceed \$175,000.

Motion was made by Mayor Pro Tem Montini and second by Council Member Boyer to approve Resolution No. 21-32 authorizing the Town Manager to contract with Plummer Associates for a route study of Denton Creek wastewater main trunkline not to exceed \$175,000. Motion passed 6-0 (Moore absent).
- J. Discussion and action on Resolution No. 21-33 Revising the Northlake Employee Handbook to add a Section to Define Mental Health Policy for Peace Officers.

Motion was made by Council Member Sessions and second by Mayor Pro Tem Montini to approve Resolution No. 21-33 revising the Northlake Employee Handbook to add a Section to Define Mental Health Policy for Peace Officers. Motion passed 6-0 (Moore absent).
- K. Discussion and action on an Interlocal Cooperation Agreement with Draper (Corral City) for Police Services

Motion was made by Council Member Ganz and second by Council Member Boyer to approve an Interlocal Cooperation Agreement with Draper (Corral City) for Police Services. Motion passed 6-0 (Moore absent).

- L. Consider for approval an ordinance amending the Fee Schedule to amend “Building and Construction” fees for residential building permits

Motion was made by Council Member Ganz and second by Mayor Pro Tem Montini to approve Ordinance No. 21-0909 amending the Fee Schedule to amend “Building and Construction” fees for residential building permits. Motion passed 6-0 (Moore absent).

- M. Consider the nomination of up to five (5) people for the Denton County Appraisal District Board of Directors (Resolution 21-34 if necessary)

There was no action taken on this item.

- N. Discussion and action regarding cancellation of the September 23, 2021, Council Meeting

Motion was made by Council Member Sessions and second by Council Member Ganz to cancel the September 23, 2021, Council Meeting. Motion passed 6-0 (Moore absent).

- O. Approval of modifying, continuing and/or suspending the First Amended Declaration of Local and Public Health Emergency as modified by the Town Council on April 23, 2020.

There was no action on this item.

- 6. By general consent, Mayor Rettig convened the council into Executive Session at 6:18 pm to discuss the following 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:

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b. Section 551.072 Deliberations about Real Property

- i. Regarding purchase, exchange, lease, or value of real property to be acquired as right-of-way out of 138.1 acre tract, Anderson Tract 1.
- ii. Regarding the purchase, exchange, lease, or value of real property to be acquired as right-of-way and drainage easement acquisition from La Estancia LP of a certain 236.108 acres of land located in the F.M. Woodard Survey (Tract 4), Abstract No. 1420A in Northlake, Denton County, Texas for the construction and maintenance of roadway and utility improvements and other public purposes permitted by law.

c. Section 551.087 Economic Development Negotiations

- i. Potential amendment to Development Agreement approved October 10, 2020, between Town, NEDC, NCDC, and Foster, Lewis, Gierisch, and Weis.
- ii. Potential development agreement with Henry Northlake Development LLC on five tracts totaling approximately 122 acres generally located east of I-35W and north of Denton Creek
- iii. Development agreement with Lodging Host Hotel Corp. for the development of a hotel conference center.

7. Mayor Rettig reconvened the council into Open Session at 7:21 pm.

8. Mayor Rettig adjourned the meeting at 7:21 p.m.

Passed and approved on this the 14th day of October, 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary J. Kayser, Town Secretary

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF. DOC.: LOCAL GOVERNMENT CODE, SECTION 10271, COOPERATIVE
PURCHASING PROGRAM

SUBJECT: PUBLIC WORKS EQUIPMENT PURCHASE



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- September 26, 2021 - Town Council approved Fiscal Year 2022 Budget
- Budget included \$323,550 expenditure for Public Works Equipment including
 - o 3 Trucks (2 new, 1 replacement)
 - o 1 Backhoe replacement
- Total quoted cost - \$310,974
 - o BuyBoard - \$158,044
 - o Sourcewell contract - \$152,930
- Town member of BuyBoard and Sourcewell purchasing cooperatives

COUNCIL DIRECTION:

- Authorize Town Manager to purchase to Public Works Equipment not to exceed \$315,000

BUYBOARD #601-19

End Use: CITY OF NORTHLAKE

Rep: Dennis Thomas

Phone: 817-410-7541

Email: dthomas@grapevinedcj.com

Date: 09/13/2021

A. Base Price:

B. Published Options [Itemize each below]

C. Unpublished Options

\$= 0.0%

D. Pre-delivery Inspection:

E. Texas State Inspection:

F. Manufacturer Destination/Delivery:

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

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

I.	Contract Price Adjustment:	guidance	2021-2022
----	----------------------------	----------	-----------

J. Additional Delivery Charge: _____ miles

K. Subtotal:

L. Quantity Ordered 3 x K =

M. Trade in: _____

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

O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE



DATE: April 22, 2021
QUOTE #:274803-01

TOWN OF NORTHLAKE
ERIC TAMAYO

Patrick Dunn
817.996.6348

1301 FM 407
NORTHLAKE, TEXAS 76247-6227

One (1) New Caterpillar Inc Model: 440 Backhoe Loaders with all standard equipment in addition to the additional specifications listed below:

List Price	\$214,591.00
Sourcewell contract 032119 discount 22%	(\$47,210.02)
Holt Caterpillar customer loyalty discount	(14,450.95)
SUB TOTAL	\$152,930.03
TOTAL PURCHASE PRICE	\$152,930.03

WARRANTY

Standard Warranty: 12 Month/Unlimited Hours Total Machine
Extended Warranty: 4 year or 2000 hour power train extended warranty

DATE: April 22, 2021QUOTE #:Quote 274803-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
440 07B BACKHOE LOADER	575-9152
LANE 3 - AVAILABLE FROM LEICESTER FACTORY	
STICK, EXTENDABLE, 15FT	578-8950
POWERTRAIN, 4WD, AUTOSHIFT	575-9166
HYDRAULICS, QC, 6FCN/8BNK	578-9446
CAB, DELUXE	575-9162
SEAT, DELUXE FABRIC	558-9623
WORKLIGHTS (8) HALOGEN LAMPS	491-6734
BELT, SEAT, 2" SUSPENSION	206-1747
PRODUCT LINK, CELLULAR PL641	518-9096
TIRES, 340 80-18/500 70-24, MX	533-0488
STABILIZER PADS, FLIP-OVER	488-2944
BUCKET-MP, HD, 1.75YD3,IT,BOCE	506-1010
COUPLER, PG, HYD.D.LOCK,BHL	485-5303

DESCRIPTION	REF.#
RIDE CONTROL	578-8921
COUPLING,QD,THREADED WITH CAPS	456-3390
LINES, AUX COMBO,EXT STICK 15'	578-9038
THUMB, HYDRAULIC, NO TINE, 440	579-8783
THUMB, TINE, A 1	221-4282
BEACON, MAGNETIC MOUNT	211-4292
RADIO, FM BLUETOOTH	540-2298
FAN	387-6682
BATTERY, HEAVY DUTY	507-2335
PLATE GROUP, BOOM WEAR	513-8881
GUARD, STABILIZER	488-2906
GUARD, STAB LEG	517-4400
CARRIAGE, PALLET, 61", IT	6W-8832
FORK TINE, 2" X 5" X 48"	195-6935
LINES, HYD COUPLER 16' E-STICK	578-9043
PINS, SPARE	318-9902
LANE 3 ORDER	0P-9003
INSTRUCTIONS, ANSI	488-2908
SERIALIZED TECHNICAL MEDIA KIT	421-8926
NETWORK MANAGER	503-9067
Caterpillar 30" general purpose bucket	219-3389

STANDARD EQUIPMENT

CONSIST NOTE

THIS LISTING IS A GENERAL DESCRIPTION
OF A 440 BACKHOE LOADER EQUIPPED WITH

THE LOWEST CHARGE ITEMS.

BOOMS, STICKS, AND LINKAGES

15' Center pivot excavator style
backhoe

Electrohydraulic operated hydraulic
controls with pattern changer valve
Electrohydraulic operated stabilizer
controls

Boom transport lock

Swing transport lock

Street pads stabilizer shoes

Anti-drift hydraulics

(Boom, Stick and E-Stick)

Cat Cushion Swing(tm) system

Bucket level indicator

Lift cylinder brace

Return-to-dig (auto bucket positioner)

Self-leveling loader with single lever
control

Transmission neutralizer switch

Single Tilt Loader

POWERTRAIN

Cat C4.4, 86kW (Net 104HP/78kW)

Direct Injection Turbo Charged Engine,
with ACERT technology.

US EPA Tier4 Final Emissions Compliant

disk brake with dual pedals & interlock

Differential lock

Spring Applied Hydraulic Release (SAHR)
brake

with Selective Catalytic Reduction(SCR)
Water separator with service indicator
Thermal starting aid system
Eco mode
A dry-type axial seal air cleaner with
integral precleaner, automatic dust
ejection system & filter condition
indicator
Hydraulically boosted multi-plate wet

HYDRAULICS

Load sensing, variable flow system
with 55 gpm axial piston pump
6 micron hydraulic filter
O-ring face seal hydraulic fittings
Caterpillar XT-3 hose

ELECTRICAL

12 volt electrical start
150 ampere alternator
Horn and Backup Alarm
Hazard flashers/turn signals
Halogen head lights (4)
Halogen rear flood lights (4)
Stop and tail lights
Audible system fault alarm

OPERATOR ENVIRONMENT

Lighted gauge group
Interior rearview mirror
ROPS canopy, Rear Fenders
2-inch retractable seat belt
Tilt steering column
Steering knob

OTHER STANDARD EQUIPMENT

Hydrostatic power steering
Standard Storage Box
Transport tie-downs
Ground line fill fuel tank with 44
gallon capacity
Ground line fill diesel exhaust fluid
tank with 5 gallon capacity
Rubber impact strips on radiator guards
Bumper

High Ambient Cooling Package
Torque converter
Autoshift transmission with 6 forward
and 3 reverse gears & neutral safety
switch
Spin-on fuel, engine oil & transmission
oil filters
Outboard planetary rear axles
Open Circuit Breather

Hydraulic oil cooler
Pilot control shutoff switch
PPPC, Open Center with Flow Summation
Hydraulic suction strainer

Key start/stop system
1,000 CCA maintenance free battery
Battery disconnect switch
External/internal power receptacles(12v)
Diagnostic ports for engine and machine
Electronic Control Modules
Remote jump start connector

Hand and foot throttle
Automatic Engine Speed Control
One Touch Low Idle
Floor mat and Coat Strap
Lockable storage area
Air suspension seat

CD-ROM Parts Manual
Backhoe Safety Manual
Operations and Maintenance Manual
Lockable hood
Tire Valve Stem Protection
Long Life Coolant -30C (-20F)
Counterweight 500kg/1102lbs
Padlocks Qty 2

CAT® BACKHOE LOADER

MORE OF WHAT YOU ASKED FOR

440 / 450

THE "GAMECHANGER"

More Comfort – More Performance – More Versatility

CAT® BACKHOE LOADERS BUILT WITH CUSTOMERS INPUT.

440 NEW SIZE CLASS MODEL

- Introducing new 440 to compete more effectively vs John Deere 410L
- World Class Quality and Reliability

UP TO 25% MORE BACKHOE LIFT CAPABILITY

- New Boom Cylinders
- Redesigned Backhoe Boom Linkages

UP TO 10% MORE PRODUCTIVITY

- Improved Performance for both Loader and Excavator
- New Loader Control Features – e.g. kickout settings
- New Advanced Technology and Features -
- New Front Loader & Rear coupler - Versatility

CONFIDENTIAL – YELLOW

Caterpillar: Confidential Green

3

CAT



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

NO. 21-34

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO ENTER INTO AGREEMENTS FOR THE PURCHASE OF PUBLIC WORKS EQUIPMENT NOT TO EXCEED \$315,000

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

WHEREAS, the Town Council approved and budgeted for the expenditure of \$323,550 in the 2021-2022 budget year for the public works equipment; and

WHEREAS, vendors HOLT CAT is providing the quote for the backhoe through Sourcewell Purchasing Cooperative; and vendor Grapevine Dodge Chrysler Jeep is providing the quote for the three trucks through BuyBoard; and

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

WHEREAS, the Town Council has determined that it is advisable and in the best interests of the Town to authorize the Town Manager to enter into an agreement to purchase three trucks and a backhoe, but not to exceed \$315,000;

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 Manager to enter into an agreement for the purchase of public works 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 \$315,000.

SECTION 3. This Resolution is effective immediately upon passage.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, this 14th day of October 2021.

Town of Northlake, Texas

David Rettig, Mayor

Attest:

Mary Kayser, Town Secretary

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

GRAPEVINE DCJ, LLC
GRAPEVINE, TX United States

Certificate Number:
2021-808077

Date Filed:
09/30/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

TOWN OF NORTHLAKE

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TRUCK PURCHASE
NEW TRUCK PURCHASE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BUEHLMAN, BRANDON	GRAPEVINE, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Dennis Thomas, and my date of birth is [REDACTED]

My address is 2601 Wilson Tate, Grapevine, TX, 76051, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Tarrant County, State of TX, on the 30 day of September, 2021.
(month) (year)

[Signature]
Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Holt Texas, LTD.
San Antonio, TX United States

Certificate Number:
2021-808583

Date Filed:
10/01/2021

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Northlake, Town of

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

Sourcewell #032119
Caterpillar 440 Backhoe

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	DUNN, Patrick	Fort Worth, TX United States		X
	HOLT RICHTER, Corinna	San Antonio, TX United States	X	
	HOLT, Peter J.	San Antonio, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is Angela Graf, and my date of birth is [REDACTED]

My address is 5665 SE Loop 410, San Antonio, TX, 78222, USA
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Bexar County, State of TX, on the 1st day of October, 20 21
(month) (year)

Digitally signed by Angela M. Graf
DN: cn=Angela M. Graf, o=Holt Texas, LTD., ou=Contracts, email=angela.graf@holtcat.com, c=US
Date: 2021.10.01 15:50:27 -05'00'

Signature of authorized agent of contracting business entity
(Declarant)

TOWN OF NORTHLAKE COUNCIL ITEM NO. 5

DATE: OCTOBER 14, 2021

ITEM: ACTION ITEMS



NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF. DOC.: TEXAS LOCAL GOVERNMENT CODE, SECTION 271, SUBCHAPTER C.

SUBJECT: NOTICE OF INTENT TO ISSUE CERTIFICATES OF OBLIGATION



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- FY 2022 capital improvement projects requiring \$7,500,000 in funding
 - \$7,200,000 - Catherine Branch Wastewater Trunk Line Phase 2
 - \$300,000 – Canyon Falls Water Line Oversizing Participation
- June 24th – Council adopted reimbursement resolution for project related costs
- July 22nd – Council approved contract with Half and Associates to begin design of project
- August 26th – Council adopted FY 2022 Budget including debt service for Series 2021 C.O.s

COUNCIL ACTION:

- Notice of intent to issue \$7,500,000 in Certificates of Obligation

NEXT STEPS:

- Publish notice in Denton Record Chronicle on October 16, 2021, and October 23, 2021
- Post notice on Town's website beginning October 15, 2021, until December 12, 2021
- Consider ordinance issuing certificates of obligation on December 9, 2021



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

21-35

RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AND RESOLVING OTHER MATTERS RELATING TO THE SUBJECT

**THE STATE OF TEXAS
COUNTY OF DENTON
TOWN OF NORTHLAKE**

WHEREAS, the Town Council of the Town of Northlake, Texas (the “Town”), deems it advisable to give notice of intention to issue certificates of obligation of the Town (the “Certificates of Obligation”), as hereinafter provided; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was passed was open to the public and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code;

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

Section 1. Attached hereto and marked **Exhibit A** is the form of Notice of Intention to Issue Certificates of Obligation of the Town (the “Notice”), the form and substance of which are hereby passed and approved.

Section 2. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be published in a newspaper of general circulation in the Town, and published in the Town, once a week for two consecutive weeks, the date of the first publication thereof to be before the 45th day before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. The Town Secretary shall cause the Notice, in substantially the form attached hereto, to be posted continuously on the Town’s Internet website for at least 45 days before the date tentatively set for the passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.



TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED ON THIS THE 14th DAY OF OCTOBER 2021

TOWN OF NORTHLAKE, TEXAS

David A. Rettig, Mayor

ATTEST:

Mary J. Kayser, Town Secretary

Exhibit A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION OF THE TOWN OF NORTHLAKE, TEXAS

NOTICE IS HEREBY GIVEN that the Town Council of the Town of Northlake, Texas (the “Town”), at its meeting to commence at 5:30 p.m., on December 9, 2021, in the Chamber Room at the Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas, tentatively proposes to adopt one or more ordinances authorizing the issuance of interest-bearing certificates of obligation, in one or more series, in an amount not to exceed \$7,000,000, for the purpose of paying all or a portion of the Town’s contractual obligations incurred in connection with (i) acquiring, constructing, installing and equipping additions, improvements, extensions and equipment for the Town’s waterworks and sewer system and the acquisition of land and rights-of-way therefor and (ii) paying legal, fiscal and engineering fees in connection with such projects. The Town proposes to provide for the payment of such certificates of obligation from the levy and collection of ad valorem taxes in the Town as provided by law and from a limited pledge of the surplus revenues of the Town’s waterworks and sewer system (the “System”) that remain after payment of all operation and maintenance expenses thereof, and after all debt service, reserve and other requirements in connection with all revenue bonds or other obligations (now or hereafter outstanding) of the Town have been met, to the extent that such obligations are payable from all or any part of the net revenues of the System. The certificates of obligation are to be issued, and this notice is given, under and pursuant to the provisions of V.T.C.A., Local Government Code, Subchapter C of Chapter 271.

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the Town is \$26,745,000. The current combined principal and interest required to pay all outstanding debt obligations of the Town on time and in full is \$33,871,583.98. The maximum principal amount of the certificates to be authorized is \$7,000,000 and the estimated combined principal and interest required to pay the certificates to be authorized on time and in full is \$9,379,956. The maximum interest rate for the certificates may not exceed the maximum legal interest rate. The maximum maturity date of the certificates to be authorized is February 15, 2041. The above information does not exclude any outstanding debt obligations the Town has designated as self-supporting and which the Town reasonably expects to pay from revenue sources other than ad valorem taxes.

TOWN OF NORTHLAKE, TEXAS

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF DOC.: CANYON FALLS THIRD AMENDED AND RESTATED AGREEMENT;
NORTHLAKE WATER SYSTEM MASTER PLAN

SUBJECT: CANYON FALLS WATER LINE OVERSIZING AGREEMENT



GOALS/OBJECTIVES:

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

BACKGROUND INFORMATION:

- October 5, 2021, Canyon Falls LIV Apartments preliminary plat ministerially approved by Planning and Zoning Commission (P&Z)
- 300 multi-family units entitled in Canyon Falls Mixed-Use Planned Development (MPF) zoning
- Per MPD, no additional multi-family units allowed in Canyon Falls MPD
- New apartment development will require two connections to Town water system
- First connection through Dog Park already constructed
- Second connection will be constructed on route of 16" water line pursuant to Town's Water System Master Plan
- Developer to construct 16" water line at estimated cost of \$1,000,000
- Town to participate in oversizing of water line not to exceed \$360,000
- Oversizing line allows for ultimate capacity and ability to serve areas west and south of line
- Agreement also allows for construction of apartments prior to installation of second connection
- Developer to escrow funds necessary to ensure completion of line

COUNCIL ACTION:

- Approve agreement for cost participation to oversize line to 16" per master plan

DEVELOPMENT AGREEMENT FOR WATER LINE UPSIZING - CANYON FALLS

THIS DEVELOPMENT AGREEMENT FOR CANYON FALLS ("Agreement") is made and entered into this ____ day of _____, 2021, by and between the Town of Northlake, Texas (the "Town"), and NASH Canyon Falls, LLC ("Developer"). The Town and Developer are each referred to herein as a "party" and collectively as the "parties."

WITNESSETH:

WHEREAS, Canyon Falls is a master planned community encompassing approximately 1,242 acres in Northlake, Flower Mound, and the extraterritorial jurisdiction of Argyle, with approximately 443.866 acres located in Northlake ("Canyon Falls" or "Project"); and

WHEREAS, the Town and Developer wish to address development issues related to the Project, including over-sizing the Project's water lines and the Town's reimbursement related thereto, all as more specifically described herein; and

WHEREAS, the Town and Developer acknowledge that the foregoing issues should be addressed through this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Town and Developer covenant and agree as follows:

1. Project Subject to Town Ordinances and All Prior Development Agreements.

The Project, or any portion thereof, at all times shall be developed and constructed in accordance with all applicable Town ordinances related to the Project (subject to state law), and shall be subject to said ordinances, as such now exist or may hereafter be amended and/or approved by the Town. Unless otherwise expressly stipulated in this Agreement, nothing herein shall relieve Developer from its responsibilities for the construction of public improvements under applicable development ordinances of the Town. The Town and Developer further agree that the provisions and terms contained in all prior Development Agreements between the Town and Developer regarding Canyon Falls remain in full force and effect and shall continue to be applicable to the development of Canyon Falls. If there is a conflict between the terms of a prior Development Agreement and this Agreement, the terms of this Agreement shall control.

2. Installation of Water Line

A. The Town and Developer have agreed that the public health, safety, and welfare would be benefitted by the installation of one water line upsized from 8 inches to 16 inches. The water line shall run along F. M. 1171, as more particularly shown in **Exhibit "A"** (the "Water Line").

B. Developer shall complete installation of the Water Line pursuant to Town-approved construction plans. Upon completion of installation of the Water Line, Developer

shall be reimbursed by the Town for the actual cost of upsizing the water line up to an amount of \$355,000, as shown in **Exhibit “B.”**

C. Prior to completion of Developer’s construction of the Water Line and upon prior written notice to Town, Developer may escrow the contractual cost of the Water Line or any remaining contractual cost of the Water Line with the Town (or an escrow agent approved by the Town) to ensure completion of the Water Line. If Developer elects to escrow the contractual cost of the Water Line or any remaining contractual cost of the Water Line, the parties shall enter into an escrow agreement more specifically outlining the terms related to the escrow arrangement, and upon completion and acceptance of the Water Line, Developer shall be reimbursed the actual cost of upsizing the Water Line up to a maximum amount of \$355,000.

D. In the event that Developer elects to escrow the contractual cost of the Water Line or any remaining contractual cost of the Water Line pursuant to Section 2(C) above, the Town, in accordance with all applicable regulations of the Town, may permit development of the Project prior to completion of the Water Line, including the issuance of any certificates of occupancy for the Project.,

3. Captions and Headings. The captions and headings of the sections of this Agreement are for convenience and reference only and shall not affect, modify or amplify the provisions of this Agreement, nor shall they be employed to interpret or aid in the construction of this Agreement.

4. Applicable Laws and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Denton County, Texas. Venue for any action arising under this Agreement shall lie in Denton County, Texas.

5. Notices. Any notices required or permitted to be given hereunder shall be given by certified or registered mail, return receipt requested; or via hand-delivery service, or a courier service that provides a return receipt showing the date of actual delivery of the same to the addressee. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee set forth below or to such other address as either party hereto shall notify the other:

If to the Town: The Town of Northlake, Texas

Attn: Town Manager's Office

If to Developer: Brookfield Properties Development, LLC
4835 LBJ Freeway, Suite 475
Dallas, Texas 75244
Attn: Tim Durie

With a copy to: Winstead PC
2728 N. Harwood St. #500
Dallas, Texas 75201
Attn: Tommy Mann

6. Attorneys' Fees. In the event any person initiates or defends any legal action or proceeding to enforce or interpret any of the terms of this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable costs and attorneys' fees (including its reasonable costs and attorneys' fees on any appeal). Nothing herein shall constitute a waiver of any claim or defense that could be asserted in any litigation related to this Agreement and the parties agree that this Agreement is not subject to Subchapter 1 of Chapter 271 of the Texas Local Government Code.

7. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and supersedes all prior agreements, oral or written, with respect to the subject matter hereof. The provisions of this Agreement shall be construed as a whole and not strictly for or against any party.

8. Severability. In the event any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, the Agreement shall, to the extent reasonably possible, remain in force as to the balance of its provisions as if such invalid provision were not a part hereof.

9. Assignment. Upon prior written notice to the Town, this Agreement may be assigned by Developer to an affiliate. This Agreement may only be assigned to a third party upon written approval of the Town, as determined in its reasonable discretion.

10. Binding Obligation. The Agreement shall become a binding obligation on the signatories upon execution by all signatories hereto. The Town warrants and represents that the individual executing this Agreement on behalf of the Town has full authority to execute this Agreement and bind the Town to the same. Developer warrants and represents that the individual executing this Agreement on its behalf has full authority to execute this Agreement and bind Developer to same. Further, this Agreement is and shall be binding upon Developer, its successors, heirs, assigns, grantees, vendors, trustees, representatives, and all others holding any interest in the Property now or in the future with the exception of the purchaser of a Fully Improved Lot.

11. Mutual Assistance. The parties agree to take such actions, including the execution and delivery of such documents, instruments, petitions and certifications supplemental hereto, as may be necessary or appropriate to carry out the terms, provisions and intent of this Agreement.

12. Mediation. In the event of any disagreement or conflict concerning the interpretation of this Agreement, and such disagreement cannot be resolved by the signatories hereto, the signatories agree to submit such disagreement to non-binding mediation.

13. Default. No party shall be in default of provisions under this Agreement until notice of the alleged failure of such party to perform has been given as provided herein (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such party has been given ten (10) days after the written notice in the case of the default of a payment obligation, and in all other cases a reasonable time, to cure the alleged failure (such reasonable time determined based upon the nature of the alleged failure, but in no event less than thirty (30) calendar days after written notice of the alleged failure has been given).

14. Roughly Proportionate Determination under Texas Law and Federal Law. Developer has been represented by legal counsel in the negotiation of this Agreement and has been advised regarding Developer's rights under Texas and federal law. Developer has carefully reviewed the development exactions mandated by the Town pursuant to this Agreement and has been afforded the opportunity to consult with the Town and Developer's own professional consultants in order ascertain whether Developer objects to same. In executing this Agreement, Developer hereby and in good faith agrees that the development exactions under this Agreement, subject to the Town fulfilling its commitments under this Agreement, are roughly proportionate to the impact of the Project. In addition, Developer knows of no development exaction associated with the obligations under this Agreement that would give rise to a claim relating to rough proportionality (procedural or substantive) arising out of 1) the Texas Constitution, §212.904 and Chapter 395 of the Texas Local Government Code and/or 2) the federal constitution, as mandated by the United States Supreme Court in *Dolan v. City of Tigard*, 512 U.S. 374 (1994), and its progeny; and Developer further agrees that there exists an essential nexus between said development exactions and the Project.

15. Reservation of Rights. Except for the matters expressly agreed to by the parties in this Agreement, Developer does not waive any of Developer's rights under the Town's Code of Ordinances or any state or federal law, including, but not limited to a waiver of any claim of a regulatory taking or illegal exaction or a waiver of any vested rights for the Project or any portion thereof that have already accrued or may accrue in the future under Chapter 245 of the Texas Local Government Code or any other state law.

16. Force Majeure. It is expressly understood and agreed by the parties to this Agreement that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, strike, inclement weather, shortages or unavailability of labor, supplies or materials, incidence of disease or other illness that reaches outbreak, epidemic, or pandemic proportions or other causes affecting the area in which the Property is located, or other circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such design or construction requirement and any applicable completion deadline shall be extended for a period of time equal to the period such party was delayed.

17. Estoppel. Either party shall, at any time upon reasonable request by the other party, provide an estoppel certificate or similar document evidencing that this Agreement is in full force and effect, that no event of default exists hereunder (or, if appropriate, specifying the nature and duration of any existing event of default and the steps required to cure the same), the status of completion of any improvements, the amount of available impact fee credits or reimbursement due and/or any other obligations set forth in this Agreement.

18. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

19. Multiple Counterparts. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.

20. Exhibits. The following exhibits are attached hereto and incorporated into this Agreement for all purposes:

Exhibit A Map depicting the approximate location of upsized water line along F.M. 1171.

Exhibit B Reimbursement Summary for the anticipated costs associated with upsizing water line from eight (8) to sixteen (16) inches.

[Signatures appear on the following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this document to be executed as of the date first above written.

THE TOWN OF NORTHLAKE, TEXAS

By: _____
Name: Drew Corn
Town Manager, Town of Northlake

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on this the ____ day of _____, 2021 by Drew Corn, Town Manager of the Town of Northlake, Texas, on behalf of the Town of Northlake, Texas.

Notary Public, State of Texas

DEVELOPER:

NASH CANYON FALLS, LLC,
a Delaware limited liability company

By: Brookfield Properties Development, LLC,
a Delaware limited liability company,
its Agent/Development Manager

By: _____
Name: Timothy C. Durie
Title: Senior Vice President

STATE OF _____ §
§
COUNTY OF _____ §

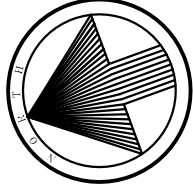
This instrument was acknowledged before me on this the ____ day of _____, 2021 by Timothy C. Durie Senior Vice President of Brookfield Properties Development, LLC, a Delaware limited liability company, Agent/Development Manager of Nash Canyon Falls, LLC, a Delaware limited liability company, on behalf of said entities.

Notary Public, State of Texas

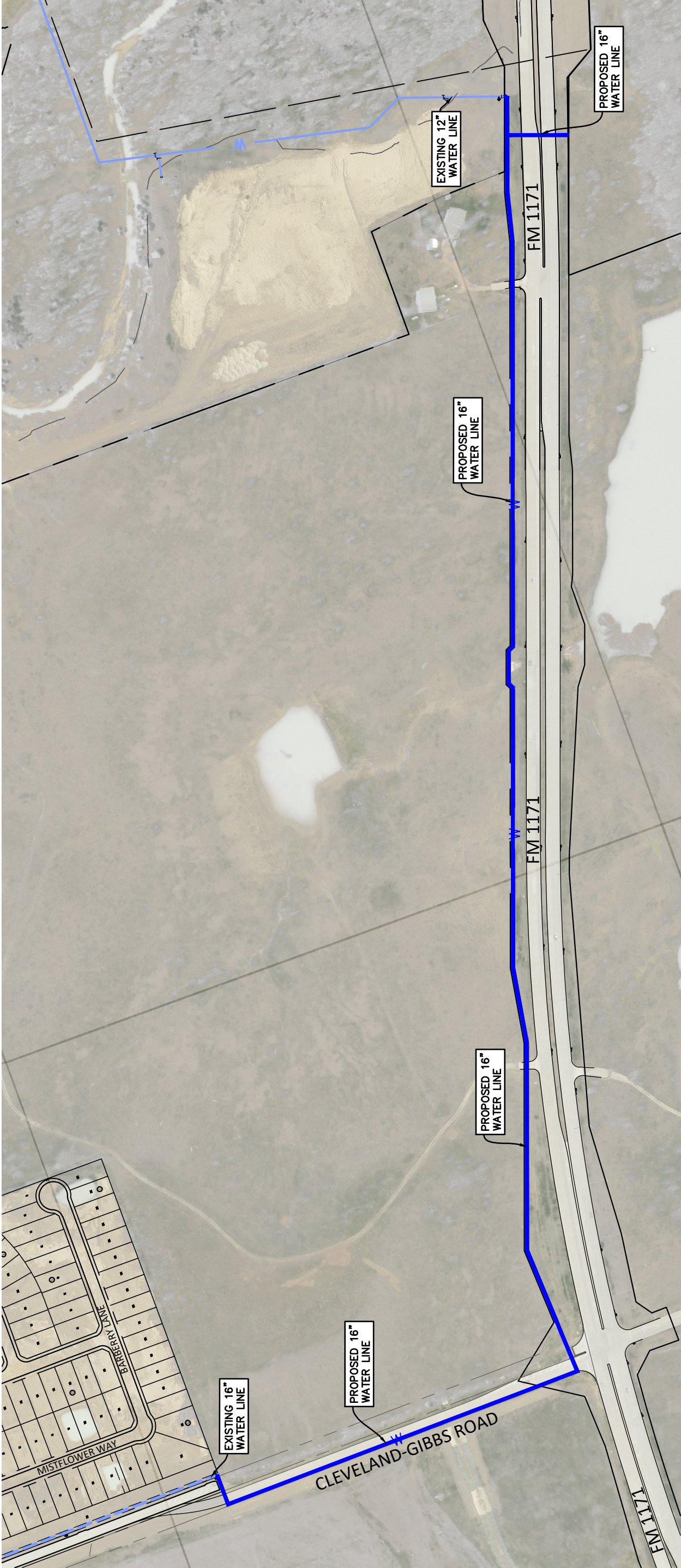
EXHIBIT A

Map depicting the approximate location of upsized water line along F.M. 1171

(see attached)



SCALE 1" = 300'
SHEET SIZE 11" X 17"



CANYON FALLS FM 1171 16" WATER LINE IMPROVEMENTS

October 8, 2021

EXHIBIT B

**Reimbursement Summary for the anticipated costs associated with upsizing
water line from eight (8) to sixteen (16) inches**

(see attached)

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF. DOC. : TOWN CHARTER, SECTION 3.11, MEETINGS OF TOWN COUNCIL

SUBJECT: SPECIAL COUNCIL MEETING NOVEMBER 19 AND 20; NOVEMBER 11 AND 25, AND DECEMBER 23 COUNCIL MEETING CANCELLATION



STRATEGIC GOALS/OBJECTIVES:

- Promote Public Involvement (Council Goal)

BACKGROUND INFORMATION:

- Special Called Town Council meeting November 19 & 20, 2021 for the following topics:
 - Normal Town business, if any
 - Strategic Planning Retreat
- November 11, 2021 – Veterans Day Holiday
- November 25, 2021 - Thanksgiving Day Holiday
 - Council will hold a special meeting November 19 and 20, 2021
- December 23, 2021, day before Christmas Eve holiday

COUNCIL ACTION:

- Call a Special Council meeting for November 19 & 20, 2021
- Cancel November 11, 2021; November 25, 2021; and December 23, 2021, Council meetings

NORTHLAKE MAYOR AND COUNCIL COMMUNICATION

DATE: OCTOBER 14, 2021

REF. DOC.:

SUBJECT: CONTINUE WITH DECLARATION OF LOCAL AND PUBLIC HEALTH
EMERGENCY APRIL 23, 2020



TOWN OF NORTHLAKE COUNCIL ITEM NO. 6

DATE: OCTOBER 14, 2021

ITEM: EXECUTIVE SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 7

DATE: OCTOBER 14, 2021

ITEM: OPEN SESSION



TOWN OF NORTHLAKE COUNCIL ITEM NO. 8

DATE: OCTOBER 14, 2021

ITEM: ADJOURNMENT



