



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA**

&

**TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING AGENDA
JANUARY 22, 2026, AT 5:30 PM
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226**

Notice is hereby given as required by Title 5, Chapter 551.041 of the Government Code that the Northlake Town Council and Tax Increment Reinvestment Zone Number Two Board will meet in a Regular Meeting on January 22, 2026, at 5:30 PM, at the Northlake Town Hall in the Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas 76226. The items listed below are placed on the agenda for discussion and/or action. Town Councilmembers may appear virtually via video conference pursuant to Texas Government Code § 551.127.

The following items will be considered:

1. CALL TO ORDER

- A. Roll Call, Invocation, Pledge of Allegiance

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

- A. Reports and Updates from the Mayor and Town Councilmembers Concerning Items of Community Interest (if necessary)

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

All the items on the Consent Agenda are considered to be routine, or self-explanatory, or have been previously discussed by the Town Council and will be enacted with one motion, one second, and one vote. Any Councilmember may request an item on the Consent Agenda to be taken up for Individual Consideration.

- A. Consider approval of the Town Council Meeting Minutes for January 8, 2026
- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an amended purchase agreement/contract with Flock Group Inc., that

will renew and add additional license plate reader (LPR) services at an additional annual payment amount of \$60,000 per year and a not to exceed amount of \$120,000 for the remainder of the current contract

- C. Consider approval of a Resolution of the Town of Northlake, Texas declaring certain property as surplus and authorizing its sale
- D. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute Lease Agreements with Commercial Vehicle Leasing LLC, d/b/a D&M Leasing, for police vehicles in an amount not to exceed \$480,624
- E. Consider approval of a Resolution of the Town of Northlake, Texas, consenting to the creation of the Northlake Municipal Management District No. 3
- F. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with the City of Justin, for a Regional Animal Control Feasibility Study, and sharing in the cost of said study, in an amount not to exceed \$4,000

5. **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING**

The Town Council will recess the Regular Meeting, and convene for a meeting of the Tax Increment Reinvestment Zone Number Two Board to consider the following:

- A. Public Input - This item is available for citizens to address the Board 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.
- B. Consider approval of the Meeting Minutes for August 21, 2025 and October 9, 2025
- C. Consider approval of an amendment to the Final Project and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); providing for approval of tax abatements in the zone; and recommending adoption of an ordinance by the Town Council to approve the same
- D. Consider approval of a Tax Abatement Agreement ("Agreement") by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the "Town"); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Board"), and MP 10X Development, LLC, a Texas limited liability company (the "Company")
SEE ALSO TOWN COUNCIL AGENDA POSTED ON DECEMBER 23, 2025

With no further items to consider, the Tax Increment Reinvestment Zone Number Two Board will adjourn the meeting, and the Regular Town Council Meeting will be reconvened.

6. **ACTION ITEMS**

The Following Items will be Considered:

- A. Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Final Project

and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); providing for approval of tax abatements in the zone; providing a severability clause; and providing an effective date

- i. Public Hearing
- ii. Consider Approval

- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving a Tax Abatement Agreement ("Agreement") by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the "Town"); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Board"), and MP 10X Development, LLC, a Texas limited liability company (the "Company")

SEE ALSO TOWN COUNCIL AGENDA POSTED ON DECEMBER 23, 2025

- C. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a Chapter 380 Economic Development Agreement between the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, and MP 10X Development, LLC

7. EXECUTIVE SESSION

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

A. Section 551.071 - Consultation with Attorney

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

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for Bob Smith Management Company LTD property consisting of 239.6-acre tract of land generally located east of Cleveland-Gibbs Road and north of Denton Creek in Town limits and in the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for RO Properties, LLC property consisting of 58.2-acre tract of land generally located west of Cleveland-Gibbs Road and north of Whyte Road in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for Bettye Neely property consisting of 97.9-acre tract of land generally located at the southwest corner of Farm-to-Market 156 and Sam Reynolds Road in the extraterritorial jurisdiction of the Town.

- vi. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.

B. Section 551.087 - Economic Development Negotiations

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

- i. Potential economic development agreement for Project Rex Two within the Town of Northlake pursuant to the Town Incentives Policy.
- ii. Potential economic development agreement for Project Force within the Town of Northlake pursuant to the Town Incentives Policy.
- iii. Potential amendment to economic development agreement with Northlake Innkeepers for the construction of the Northlake conference center.

8. RECONVENE INTO OPEN SESSION

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

9. ADJOURN

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

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

BUDGET STATEMENT: (Applicable to any budget or tax-related items, pursuant to Section 551.043, Government Code) The following taxpayer impact statement must be on the Town Council meeting agenda at which the Town Council will discuss or adopt a budget for the Town of Northlake: For an average-valued homestead property (\$446,003.00), the Town's portion of the property tax bill in dollars for the current fiscal year (FY2025) is \$9,418,283, the Town's portion of the property tax bill for the upcoming fiscal year (FY2026) for the same property if the proposed budget is adopted is estimated to be \$9,607,851, and the Town's portion of the property tax bill in dollars for the upcoming fiscal year (FY2026) for the same property if a budget funded at the no-new-revenue rate under Chapter 26, Tax Code, is adopted is estimated to be \$8,588,246.

CERTIFICATION

I, Zolaina R. Parker, Town Secretary for the Town of Northlake, Texas, hereby certify that the above agenda was posted on the official bulletin board located at Town Hall, 1500 Commons Circle, Suite 300, Northlake, Texas 76226, on January 15, 2026, by 5:00 p.m., in accordance with Chapter 551 of the Texas Government Code.



Zolaina R. Parker
Zolaina R. Parker, Town Secretary

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

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
Section: 1. CALL TO ORDER

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

Section: 2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: N/A
SUBJECT: Reports and Updates from the Mayor and Town Councilmembers Concerning Items of Community Interest (if necessary)
GOALS/ OBJECTIVES: Protect the Public; 1.3 - Engage with the community to ensure trust

BACKGROUND INFORMATION:

- Reports and Updates from the Mayor and Town Councilmembers Concerning Items of Community Interest (if necessary)

COUNCIL ACTION/DIRECTION:

Provide Updates As Necessary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
Section: 3. PUBLIC INPUT

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
Section: 4. CONSENT ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Town Home Rule Charter
SUBJECT: Consider approval of the Town Council Meeting Minutes for January 8, 2026
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approval of Meeting Minutes:
 - January 8, 2026 - Regular Meeting

COUNCIL ACTION/DIRECTION:

Approved Minutes Draft as Presented



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
JANUARY 8, 2026**

The Northlake Town Council convened in a Regular Meeting on January 8, 2026, at 5:30 PM, in the Northlake Town Hall – Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

A. Roll Call, Invocation, Pledge of Allegiance

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

Call:

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

Roger Sessions, Place 4
Maryl Lorencz, Mayor Pro Tem Place 5
Josh Pezzuto, Place 6

Also present were:

Drew Corn, Town Manager
Dean Roggia, Town Attorney
Zolaina Parker, Town Secretary
Tina Ogletree, Records Clerk

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

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

The following will be addressed:

A. Reports and Updates from the Mayor and Town Councilmembers Concerning Items of Community Interest (if necessary)

Items addressed were as follows:

- Mayor Montini
 - In the next few weeks, expecting work on 407 and 35
 - Shovels moving at the end of March for micro breakout

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

B. Briefing - Public Works Departmental Update

The item was presented by Eric Tamayo, Public Works Director, and commentary followed.

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

C. Briefing - Agricultural (AG) Zoning District Standards

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

There Town Council consensus was for the item to be presented at a future meeting and include the provisions discussed as follows:

- 4 Setbacks in AG Zoning would potentially mimic the same 4 existing Setbacks in RR
 - Front, Side, Side Adjacent to Street, and Rear
- Special Use Permit reduced to \$100

3. **PUBLIC INPUT**

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

- Michael Savoie, address on file - thanked Council for deliberation and opportunity to be heard; referenced prior service as Mayor; discussed past blanket zoning actions; stated concern is with forced zoning rather than AG zoning; asked questions regarding windmills
- Brandon Beard , address on file - will there be a issue old windmills
- Ray Callahan, address on file - stated Council is elected to carry out the will of the majority while protecting the rights of the minority; commended Council for balancing its duties

4. **CONSENT ITEMS**

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

Councilmember Sessions moved to approve the Consent Agenda as presented. Motion seconded by Councilmember Holmes. Motion Carried.

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

NAYS (0): None

ABSENT (0): None

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

APPROVED

- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with the cities of Colleyville, Keller, Roanoke, Southlake, and Trophy Club to participate in a regional Special Weapons And Tactics (SWAT) Team
APPROVED RESOLUTION NO. 26-01

5. **ACTION ITEMS**

- A. Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Industrial Planned Development (I-PD) zoning applicable to approximately 57.325 acres of land at the southeast corner of Harmonson Road and McPherson Drive. - Case # 25-PDA00004
- i. Public Hearing
 - ii. Consider Approval
- APPROVED ORDINANCE NO. 26-0108A**

The item was presented, and discussion followed.

Mayor Montini opened the public hearing at 6:18 p.m., and with no speakers coming forward, the public hearing was closed at 6:18 p.m.

Councilmember Ganz moved to approve the item as presented. Motion seconded by Councilmember Pezzuto. Motion carried.

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

NAYS (0): None

ABSENT (0): None

- B. Consider adoption of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 5.0 acres of land generally located east of Florance Road and 4,000 feet north of FM 407, in the exclusive extraterritorial jurisdiction (ETJ) of the Town.
Case # ANX-25-004
- i. Public Hearing
 - ii. Consider Approval
- APPROVED ORDINANCE NO. 25-0108B**

The item was presented, and discussion followed.

Mayor Montini opened the public hearing at 6:20 p.m., with the following speakers coming forward:

- Michael Savoie, address on file - nothing in packet regarding item; which zoning is being assigned or what property is being used for

With no further speakers coming forward, the public hearing was closed at 6:21 p.m.

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

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

NAYS (0): None

ABSENT (0): None

- C. Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Code of Ordinances by amending Appendix "A" "Fee Schedule," Article 5.000, "Development Application Fees," Section A5.001, "Development Application Fees," providing for payment of a fee in lieu of tree planting

APPROVED ORDINANCE NO. 26-0108C

The item was presented, and discussion followed.

Councilmember Pezzuto moved to approve the item as presented. Motion seconded by Councilmember Fowler. Motion Carried.

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

NAYS (0): None

ABSENT (0): None

- D. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement with MASA for emergency and non-emergency medical transportation benefits; authorizing the enrollment of each household to receive such benefits at a cost of \$6.75 per household paid by the resident; providing an option for residents to opt out of the program; and providing an effective date

APPROVED RESOLUTION NO. 26-02

The item was presented, and discussion followed.

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

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

NAYS (1): Ganz

ABSENT (0): None

6. EXECUTIVE SESSION

The Town Council convened in an Executive Session, at 6:55 p.m. pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

A. Section 551.071 - Consultation with Attorney

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for approximately 281 acres of land generally located east of FM 156 and south of Downe Road partly in the extraterritorial jurisdiction of the Town and partly in the Town limits.

- iv. Potential annexation and development agreement for Bob Smith Management Company LTD property consisting of 239.6-acre tract of land generally located east of Cleveland-Gibbs Road and north of Denton Creek in Town limits and in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for RO Properties, LLC property consisting of 58.2-acre tract of land generally located west of Cleveland-Gibbs Road and north of Whyte Road in the extraterritorial jurisdiction of the Town.
- vi. Potential annexation and development agreement for Bettye Neely property consisting of 97.9-acre tract of land generally located at the southwest corner of Farm-to-Market 156 and Sam Reynolds Road in the extraterritorial jurisdiction of the Town.
- vii. Potential annexation and development agreement amendment for Belmont 407 LLC property consisting of 8.16 acres of land located at 1990 Homestead Way in the extraterritorial jurisdiction of the Town.
- viii. Potential amendment to development agreement between CM West, LLC and the Town of Northlake for development of Creek Meadows West.
- ix. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- x. Legal advice from Town Attorney concerning contemplated litigation by Media Choice, LLC, against the Town of Northlake and the Town of Northlake Zoning Board of Adjustment regarding the denial of a permit for a billboard along IH-35W (Zoning Board of Adjustment Case No.: 25-VBOA00005).

B. Section 551.072 - Real Property

- i. Deliberation regarding eminent domain action for the acquisition of the following real property, for the construction and maintenance of entryway monumentation on Farm-to-Market 407 and other public purposes permitted by law:

APPROVED RESOLUTION NO. 26-03

- Harvest Way – Harvest Town Center Block A Lot 1A

The item was presented and no discussion followed.

Councilmember Pezzuto moved that the Town Council of the Town of Northlake authorize the use of the power of eminent domain to acquire the real property described in Resolution Number 26-03, as presented, specifically:

- 0.0438 acre (1,907 sq. ft) fee simple on property situated in the Patrick Rock Survey, Abstract Number 1063, in the Town of Northlake, Denton County, Texas, being a portion of Lot 1A, Block A, Harvest Town Center, recorded in Document Number 2025-214, Official Public Records of Denton County, Texas (O.P.R.D.C.T.), same being a portion of the tract of land described to Realty Capital Argyle 144, LTD recorded in Document Number 2006-81504, O.P.R.D.C.T., as more specifically described in Exhibit A to said Resolution,

for the public use in construction and maintenance of a town entryway monument sign, and I further move to adopt Resolution Number 26-03, as presented.

Motion was seconded by Councilmember Holmes. Motion Carried.

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

NAYS (0): None

ABSENT (0): None

ABSTAIN (1): Ganz

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

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

- i. Potential economic development agreement for Project Rex Two within the Town of Northlake pursuant to the Town Incentives Policy.
- ii. Potential economic development agreement for Project Force within the Town of Northlake pursuant to the Town Incentives Policy.

7. **RECONVENE INTO OPEN SESSION**

Mayor Montini reconvened the Regular Meeting at 7:29 p.m., to address Council action regarding the items deliberated during Executive Session.

NOTE: Item 6.B.i. - was addressed with the motion and vote noted under the item.

- A. Consider approval of a resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a development agreement with Gloria Downe, Beverly Pistone, and Arthur Downe, for the voluntary annexation and development of approximately 281 acres of land generally located east of FM 156 and south of Downe Road in the extraterritorial jurisdiction of the Town and partly in Town limits.

APPROVED RESOLUTION NO. 26-04

Councilmember Holmes moved to approve the item as presented. Motion seconded by Councilmember Fowler. Motion Carried.

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

NAYS (0): None

ABSENT (0): None

8. **ADJOURN**

With no further business, Mayor Montini adjourned the meeting at 7:32 p.m.

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED ON: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Town of Northlake Purchasing Policy
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an amended purchase agreement/contract with Flock Group Inc., that will renew and add additional license plate reader (LPR) services at an additional annual payment amount of \$60,000 per year and a not to exceed amount of \$120,000 for the remainder of the current contract
**GOALS/
OBJECTIVES:** Protect the Public; 1.1 - Ensure police presence in the community

BACKGROUND INFORMATION:

- 2-year contract with Flock for 19 license plate readers expires in February
- Town has separate 5-year contract with Flock for 23 license plate readers that ends in June 2028
- Proposed that Town amend the 5-year contract to include:
 - Renewal of the 19 expiring license plate readers
 - Add 1 license plate reader for Dish
 - Cost for renewal and addition:
 - \$60,000 per year
 - \$120,000 over the next 2 years
- Total cost for services provided by Flock for the remainder of the amended 5-year contract:
 - \$117,000 per year
 - \$235,000 over the next 2 years

COUNCIL ACTION/DIRECTION:

- Approve resolution authorizing amending the current contract with Flock



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING AND AUTHORIZING THE TOWN MANAGER TO AMEND A PURCHASE AGREEMENT/CONTRACT WITH FLOCK GROUP INC., IN THE AMOUNT OF \$120,000.

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a public safety need and necessity exists for the Town to maintain the cameras for the safety and security of the public for the police department; and

WHEREAS, the Town Council approved and budgeted for the expenditure of \$60,000 in the 2025-2026 budget year for renewal of the Flock Group Inc. contract and the addition of one camera; and

WHEREAS, the amended contract for the renewal of 19 cameras and the addition of one camera is provided through Flock Safety; and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to enter into an agreement to amend the contract for the existing Flock Group Inc. cameras in an amount not to exceed an additional \$120,000 for the duration of the contract.

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

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

Section 2. The Town Council hereby authorizes the Town Manager to enter into an agreement with Flock Group Inc., to amend the existing camera agreement with Flock to include the renewal of 19 cameras and one additional camera, for a total amount not to exceed \$60,000 per year.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

Flock Safety + TX - Northlake PD

Flock Group Inc.
1170 Howell Mill Rd, Suite 210
Atlanta, GA 30318

MAIN CONTACT:
Tallon Dameron
tallon.dameron@flocksafety.com
4233602230

Quote Number: Q-182051
Expiration Date: 02/06/2026

flock safety



EXHIBIT A
ORDER FORM

Customer: TX - Northlake PD
Legal Entity Name: TX - Northlake PD
Accounts Payable Email: rcrawford@town.northlake.tx.us
Address: 1600 Commons Circle Northlake, Texas 76226

Initial Term: 24 Months
Renewal Term: 24 Months
Payment Terms: Net 30
Billing Frequency: Annual
Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Table with 4 columns: Item, Cost, Quantity, Total. Rows include Flock Safety Platform (\$117,500.00), Flock Safety Platform - Essentials, and Flock Safety LPR Products (Falcon).

Professional Services and One Time Purchases

Table with 4 columns: Item, Cost, Quantity, Total. Row includes One Time Fees.

Summary table with 2 columns: Description, Amount. Rows include Subtotal Year 1, Annual Recurring Subtotal, Discounts, Estimated Tax, and Contract Total.

Taxes shown above are provided as an estimate. Actual taxes are the responsibility of the Customer. This Agreement will automatically renew for successive renewal terms...

The Term for Flock Hardware shall commence upon first installation and validation, except that the Term for any Flock Hardware that requires self-installation shall commence upon execution of the Agreement...

Special Terms:

This Agreement supersedes any and all previously executed agreement between the Parties, relating to the provision of services by Flock to Customer and any exhibits attached thereto or incorporated therein by reference.

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At Contract Signing	\$117,500.00
Annual Recurring after Year 1	\$117,500.00
Contract Total	\$235,000.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$23,000.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$0.00

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety Platform - Essentials	An integrated public safety platform that detects, centralizes and decodes actionable evidence to increase safety, improve efficiency, and connect the community.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.

FlockOS Features & Description

FlockOS Features	Description
Community Network Access	The ability to request direct access to feeds from privately owned Flock Safety LPR cameras located in neighborhoods, schools, and businesses in your community, significantly increasing actionable evidence that clears cases.
Unlimited Users	Unlimited users for FlockOS
State Network (License Plate Lookup Only)	Allows agencies to look up license plates on all cameras opted into the Flock Safety network within your state.
Nationwide Network (License Plate Lookup Only)	With the vast Flock Safety sharing network, law enforcement agencies no longer have to rely on just their devices alone. Agencies can leverage a nationwide system boasting 10 billion additional plate reads per month to amplify the potential to collect vital evidence in otherwise dead-end investigations.
Law Enforcement Network Access	The ability to request direct access to evidence detection devices from Law Enforcement agencies outside of your jurisdiction.
Time & Location Based Search	Search full, partial, and temporary plates by time at particular device locations
License Plate Lookup	Look up specific license plate location history captured on Flock devices
Vehicle Fingerprint Search	Search footage using Vehicle Fingerprint™ technology. Access vehicle type, make, color, license plate state, missing / covered plates, and other unique features like bumper stickers, decals, and roof racks.
Insights & Analytics	Reporting tool to help administrators manage their LPR program with device performance data, user and network audits, plate read reports, hot list alert reports, event logs, and outcome reports.
Real-Time NCIC Alerts on Flock ALPR Cameras	Receive automated alerts when vehicles entered into established databases for missing and wanted persons are detected, including the FBI's National Crime Information Center (NCIC) and National Center for Missing & Exploited Children (NCMEC) databases.
Unlimited Custom Hot Lists	Ability to add a suspect's license plate to a custom list and get alerted when it passes by a Flock camera

By executing this Order Form, Customer represents and warrants that it has read and agrees all of the terms and conditions contained in the Terms of Service located at <https://www.flocksafety.com/terms-and-conditions> .

The Parties have executed this Agreement as of the dates set forth below.

FLOCK GROUP, INC.

Customer: TX - Northlake PD

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

PO Number: _____

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Texas Local Government Code Title 8, Subtitle C, Chapter 272
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas declaring certain property as surplus and authorizing its sale
**GOALS/
OBJECTIVES:** Plan Intentionally and Responsibly; 3.2 - Embrace and adapt to state legislative actions

BACKGROUND INFORMATION:

- Town has equipment beyond useful life in need of surplus declaration to be properly auctioned/sold off
- Most expedient way to deal with surplus equipment that have any monetary value is to utilize the services of an on-line auction site or buy-back vendor
- Two Vehicles are included in the surplus:
 - Unit #23 - 2016 Black Chevrolet Tahoe VIN XXXXXXXXXXXX148510
 - Unit #34 - 2006 Gray Ford Ranger VIN XXXXXXXXXXXXA10014

COUNCIL ACTION/DIRECTION:

Approve proposed Resolution and authorize sale/disposal of surplus property



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS DECLARING CERTAIN PROPERTY AS SURPLUS AND AUTHORIZING ITS DISPOSAL IN ACCORDANCE WITH APPLICABLE LAWS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake owns certain vehicles, that are no longer required for municipal purposes and has been deemed surplus or obsolete; and

WHEREAS, under Texas Local Government Code § 253.008, the Town Council is authorized to dispose of surplus personal property through public auction, competitive bidding, trade-in, donation, or other lawful means; and

WHEREAS, the Town Council finds it in the public interest to dispose of such surplus property to maximize value for taxpayers and free up municipal resources.

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

- Section 1.** The vehicles/property described on the attached Exhibit "A" is declared Surplus to the needs of the Town.
- Section 2.** The Town Council authorizes staff to trade in all items for the best available price, sell all items for the best price or properly dispose of items that are unsellable.
- Section 5.** All the above premises are true and correct legislative and factual findings of the Town Council, and they are hereby approved, ratified, and incorporated into the body of this resolution as if copied in their entirety.
- Section 6.** This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

TOWN OF NORTHLAKE

POLICE DEPARTMENT
1600 COMMONS CIRCLE
NORTHLAKE, TEXAS 76226
(940) 648-4804



EXHIBIT A

Unit # 23 a 2016 Black Chevrolet Tahoe XXXXXXXXXXXXX148510

Unit # 34 a 2006 Gray Ford Ranger XXXXXXXXXXXXXA10014

Robert Crawford, Chief of Police
Northlake Police Department
1600 Commons Circle
Northlake, TX 76226

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Town of Northlake Strategic Plan
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to execute Lease Agreements with Commercial Vehicle Leasing LLC, d/b/a D&M Leasing, for police vehicles in an amount not to exceed \$480,624
GOALS/ OBJECTIVES: Exercise Fiscal Responsibility; 2.2 - Manage the long-term financial plan, Exercise Fiscal Responsibility; 2.3 - Create sustainable service plans

BACKGROUND INFORMATION:

- The Master Lease Agreement was approved on November 13th, 2025 for 6 police vehicles
- Total monthly lease payment is \$10,013 per month
 - 2026 Ford F150 4WD SuperCrew XL Patrol Vehicle — \$1,777 per month
 - 2026 Ford F150 4WD SuperCrew XL Patrol Vehicle — \$1,777 per month
 - 2026 Chevy Tahoe 4WD PPV Patrol Vehicle — \$2,122 per month
 - 2026 Ford Explorer 4WD Interceptor Patrol Vehicle — \$1,982 per month
 - 2026 Chevy Traverse FWD LT CID Vehicle — \$1,038 per month
 - 2026 Ford Explorer 4WD Active CID Vehicle — \$1,317 per month
- The total of all 6 vehicles for the 48-month lease term will be approximately \$480,624

COUNCIL ACTION/DIRECTION:

Approve Resolution authorizing Town Manager to negotiate and execute a Master Lease Agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

APPROVAL OF A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE LEASE AGREEMENTS WITH COMMERCIAL VEHICLE LEASING LLC, D/B/A D&M LEASING, FOR POLICE VEHICLES IN AN AMOUNT NOT TO EXCEED \$480,624

WHEREAS, the Town Council of the Town of Northlake, Texas, has determined that a need and necessity exists for the Town to retain professional fleet management services that will support core services and operations of the Town, and a Master Lease Agreement was approved and executed on November 13, 2025 (Resolution 25-76); and

WHEREAS, the Town Council has determined that it is advisable and in the best interest of the Town to authorize the Town Manager to execute Lease Agreements with D&M Leasing for 6 Police Vehicles for a 48 month lease.

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

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

Section 2. The Town Council hereby authorizes the Town Manager to execute a Lease Agreements for 6 Police Vehicles from D&M Leasing for a 48 month term.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary



Open-End (Equity) Lease Quote

Quote: 29817

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29817

Quantity: **2**

Unit: 2026 Ford Trucks F-150 4WD SuperCrew XL

Order Type: Ordered

Term: 48

State: TX

Customer#: 8417

Schedule#: 0.00

52423.00	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
400.00	Initial License and Registration Fees
27375.09	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
80198.09	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
80198.09	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color
Int Color
License
GVWR <u>0</u>



CONTRACT: 24/005MR-R2

1393.81	Depreciation Reserve @ <u>0.01738</u>
383.44	Monthly Lease Charge (Based on Rate - Subject to a Floor) ²
1777.25	Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00	Full Maintenance Program ³
0.00	Miscellaneous
0.00	Additional Services Sub Total

Contract Miles 0 Over Mileage Charge 0.00 / Mile
 Incl: #Brake Sets (1 set = 1 axle) 0 #Tires 0 Loaner Vehicle Not Incl

<u>0.00</u>	Monthly Sales Tax <u>0</u>
<u>0.00</u>	Total Monthly Insurance

1777.25 Total Monthly Rental Including Additional Services

13295.38	Reduced Book Value at <u>48</u> Months
350.00	Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures	
<u>0.00</u>	Commercial Liability Enrollment (Estimate Only)
<u>0.00</u>	Physical Damage (Estimate Only)
	Liability Limit <u>0.00</u>
	Comprehensive/Collision Deductible: <u>0.00 / 0.00</u>

Quote based on estimated annual mileage of 25000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Town of Northlake, Texas

BY Town Manager TITLE

DATE 01/07/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29817

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29817

Unit: 2026 Ford Trucks F-150 4WD SuperCrew XL

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	23845.0900
Interim Interest	C	2780.0000
Courtesy Delivery	C	750.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		27375.0900
Total of All Added Equipment and Other Charges		27375.0900



Open-End (Equity) Lease Quote

Quote: 29780

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29780

Quantity: 1

Unit: 2026 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

Order Type: In Stock

Term: 48

State: TX

Customer#: 8417

Schedule#: 0.00

57640.86	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
400.00	Initial License and Registration Fees
36250.65	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
94291.51	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
0.00	Rebate
94291.51	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information	
Driver	
Ext Color	BLACK
Int Color	
License	
GVWR	0



CONTRACT: 24/005MR-R2

1676.24 Depreciation Reserve @ 0.01778
 445.53 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

2121.77 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³
 0.00 Miscellaneous

0.00 Additional Services Sub Total

Contract Miles 0

Over Mileage Charge 0.00 / Mile

Incl: #Brake Sets (1 set = 1 axle) 0

#Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0

0.00 Total Monthly Insurance

2121.77 Total Monthly Rental Including Additional Services

13831.90 Reduced Book Value at 48 Months

350.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 25000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Town of Northlake, Texas

BY Town Manager TITLE

DATE 01/07/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29780

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29780

Unit: 2026 Chevrolet Trucks TAHOE 4WD 4dr Wgn LS

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	32751.6500
Interim Interest	C	2780.0000
Delivery/Transport	C	719.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		36250.6500
Total of All Added Equipment and Other Charges		36250.6500



Open-End (Equity) Lease Quote

Quote: 29800

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29800

Quantity: 1

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active - ECO BOOST

Order Type: Ordered Term: 48 State: TX Customer#: 8417

Schedule#: 0.00

Table with 2 columns: Amount and Description. Includes Capitalized Cost of Vehicle, Up Front Sales Tax Rate, Initial License and Registration Fees, Added Equipment, Acquisition Fee, Other Capitalized Fees Tax, Inventory Tax Extended, Service Contract, Cash Down, Trade Equity, Rebate, and Total Capitalized Cost (Delivered Price).

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information table with fields: Driver, Ext Color (Black), Int Color, License, GVWR (0).



CONTRACT: 24/005MR-R2

1585.90 Depreciation Reserve @ 0.01851
395.91 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

1981.81 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³
0.00 Miscellaneous

0.00 Additional Services Sub Total

Contract Miles 0

Over Mileage Charge 0.00 / Mile

Incl: #Brake Sets (1 set = 1 axle) 0

#Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0

0.00 Total Monthly Insurance

1981.81 Total Monthly Rental Including Additional Services

9549.74 Reduced Book Value at 48 Months

350.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 25000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Town of Northlake, Texas

BY TITLE DATE 01/07/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29800

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29800

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active - ECO BOOST

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	32935.8000
Interim Interest	C	2720.0000
Courtesy Delivery	C	750.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		36405.8000
Total of All Added Equipment and Other Charges		36405.8000



Open-End (Equity) Lease Quote

Quote: 29799

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29799

Quantity: 1

Unit: 2026 Chevrolet Trucks TRAVERSE 2WD 4dr Wgn LT

Order Type: Ordered

Term: 48

State: TX

Customer#: 8417

Schedule#: 4.00

40818.20	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
400.00	Initial License and Registration Fees
10957.90	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
<hr/>	
52176.10	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
2600.00	Rebate
<hr/>	
49576.10	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information	
Driver	
Ext Color	Gray
Int Color	Black
License	
GVWR	0



CONTRACT: 24/005MR-R2

790.61 Depreciation Reserve @ 0.01595
 246.94 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

1037.55 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³
 0.00 Miscellaneous

Contract Miles 0
 Incl: #Brake Sets (1 set = 1 axle) 0

Over Mileage Charge 0.00 / Mile
 #Tires 0 Loaner Vehicle Not Incl

0.00 **Additional Services Sub Total**

0.00 Monthly Sales Tax 0
 0.00 Total Monthly Insurance

1037.55 Total Monthly Rental Including Additional Services

11626.98 Reduced Book Value at 48 Months
 350.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures	
<u>0.00</u>	Commercial Liability Enrollment (Estimate Only)
<u>0.00</u>	Physical Damage (Estimate Only)
	Liability Limit <u>0.00</u>
	Comprehensive/Collision Deductible: <u>500.00 / 500.00</u>

Quote based on estimated annual mileage of 20000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. **ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.**

LESSEE Town of Northlake, Texas

BY _____ TITLE Town Manager

DATE 01/07/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29799

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29799

Unit: 2026 Chevrolet Trucks TRAVERSE 2WD 4dr Wgn LT

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	8218.0000
Interim Interest	C	1989.9000
Courtesy Delivery	C	750.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		10957.9000
Total of All Added Equipment and Other Charges		10957.9000



Open-End (Equity) Lease Quote

Quote: 29818

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29818

Quantity: 1

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active-CID

Order Type: Ordered

Term: 48

State: TX

Customer#: 8417

Schedule#: 0.00

49288.00	Capitalized Cost of Vehicle ¹
0.00	Up Front Sales Tax Rate <u>0.0625</u> State <u>TX</u>
400.00	Initial License and Registration Fees
11748.00	Added Equipment (See Page 2)
0.00	Acquisition Fee
0.00	Other Capitalized Fees Tax
0.00	on Gain on Prior Vehicle
0.00	Inventory Tax Extended
0.00	Service Contract
61436.00	Capitalized Cost LESS:
0.00	Cash Down
0.00	Trade Equity
3100.00	Rebate
58336.00	Total Capitalized Cost (Delivered Price)

All language and acknowledgements contained in the signed quote apply to all vehicles ordered under this signed quote

Order Information
Driver
Ext Color Blue Metallic
Int Color
License
GVWR 0



CONTRACT: 24/005MR-R2

1041.61 Depreciation Reserve @ 0.01786
274.99 Monthly Lease Charge (Based on Rate - Subject to a Floor)²

1316.60 Total Monthly Rental Excluding Additional Services

Additional Fleet Management and Services

0.00 Full Maintenance Program³
0.00 Miscellaneous

0.00 Additional Services Sub Total

Contract Miles 0

Over Mileage Charge 0.00 / Mile

Incl: #Brake Sets (1 set = 1 axle) 0

#Tires 0 Loaner Vehicle Not Incl

0.00 Monthly Sales Tax 0

0.00 Total Monthly Insurance

1316.60 Total Monthly Rental Including Additional Services

8338.96 Reduced Book Value at 48 Months

350.00 Service Charge Due at Lease Termination

Monthly Insurance Premiums and Disclosures

0.00 Commercial Liability Enrollment (Estimate Only)

0.00 Physical Damage (Estimate Only)

Liability Limit 0.00

Comprehensive/Collision Deductible: 0.00 / 0.00

Quote based on estimated annual mileage of 25000 and a Security Deposit of 0.00

(Current market and vehicle conditions may also affect value of vehicle)

(Quote is Subject to Customer's Credit Approval)

Terms:

Commercial Vehicle Leasing, L.L.C., d/b/a D&M Leasing Commercial (Lessor) will be the owner of the vehicle(s) covered by this Quote, and shall have all rights and remedies arising under the Master Lease. By signing below, Lessee authorizes Lessor to order the vehicle(s), and Lessee agrees to accept delivery and lease the vehicle(s) pursuant to the Master Lease. In the event Lessee fails or refuses to accept delivery of the vehicle(s), Lessor shall have the right to recover from Lessee any damages (whether actual, general consequential, special, incidental or otherwise) and seek any other available relief, at law or in equity, arising from such failure or refusal. The terms of the Master Lease are referenced and incorporated herein. Lessee acknowledges and agrees that Lessor makes no promises, representations or warranties concerning the manufacture or delivery date for the vehicle(s). Lessee certifies that it intends for more than 50% of the use of the vehicle is to be in a trade or business of Lessee. ALL TAX AND LICENSE FEES TO BE BILLED TO Lessee AS THEY OCCUR.

LESSEE Town of Northlake, Texas

BY TITLE DATE 01/07/2026

* INDICATES ITEMS TO BE BILLED ON DELIVERY.

1 Capitalized Cost of Vehicle may be adjusted to reflect final manufacturer's invoice. Lessee hereby assigns to LESSOR any Manufacturer Rebates and/or Manufacturer incentives intended for the Lessee, which Rebates and/or incentives have been used by LESSOR to reduce the Capitalized Cost of the Vehicle.

2 Monthly Lease Charge will be adjusted to reflect the Interest Rate on the Delivery Date (Subject to a Floor).

3 The inclusion herein of references to maintenance fees/services are solely for the administrative convenience of the Lessee. Notwithstanding the inclusion of such references in this [Invoice/Schedule /Quote] all such maintenance services are to be performed by LESSOR and all such maintenance fees are payable by Lessee solely for the account of LESSOR pursuant to that certain separate [Maintenance Agreement] entered into by and between Lessee and LESSOR; provided that such maintenance fees are being billed by LESSOR and are payable at the direction of LESSOR solely as an authorized agent for collection on behalf of LESSOR.

Open-End (Equity) Lease Quote

Quote: 29818

Prepared For: Town of Northlake, Texas

Date: 01/07/2026

Unit#: 29818

Unit: 2026 Ford Trucks EXPLORER 4WD 4dr Wgn Active-CID

ADDED EQUIPMENT / OTHER TOTALS

Description	(B)illed or (C)apped	Price
Upfit	C	8218.0000
Interim Interest	C	2780.0000
Courtesy Delivery	C	750.0000
Total Charges (B)illed		0
Total Charges (C)apitalized		11748.0000
Total of All Added Equipment and Other Charges		11748.0000

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Downe-Pistone Property Development Agreement; Petition for Consent to Creation of Northlake Municipal Management District No. 3
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, consenting to the creation of the Northlake Municipal Management District No. 3
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing

BACKGROUND INFORMATION:

- Gloria Downe, Beverly Pistone, and Arthur Downe own property partially in Town limits and partially in extraterritorial jurisdiction (ETJ)
 - Land area totals approximately 281 acres
 - Generally located east of FM 156 and south of Downe Road
- Forestar (USA) Real Estate Group, Inc. proposes to develop a master-planned residential project on the site
- Property in ETJ to be annexed and served by Town water and sewer
- Extensive infrastructure extensions and improvements necessary to serve property
- Developer proposes creation of Municipal Management District (MMD) to assist with development of infrastructure
 - Development Agreement contemplating creation of such district approved on January 8, 2026
 - Petition for Consent to Creation of Northlake Municipal Management District No. 3 to be submitted by January 22, 2026

COUNCIL ACTION/DIRECTION:

Consider granting consent for creation of Municipal Management District



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, GRANTING CONSENT TO THE CREATION OF NORTHLAKE MUNICIPAL MANAGEMENT DISTRICT NO. 3 (THE "DISTRICT") AND THE INCLUSION OF LAND THEREIN; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Gloria Downe, an individual, Arthur Downe, an individual, and Beverly Pistone, an individual (collectively, the "Petitioner") wish to create Northlake Municipal Management District No. 3 (the "District") to serve the approximately 281 acres of land, more or less, in Denton County, Texas as described in Exhibit "A" attached hereto and incorporated herein for all intents and purposes (the "Land"); and

WHEREAS, the Land to be included within the District is currently located partially in the corporate limits of the Town of Northlake, Texas (the "Town") and partially in the extraterritorial jurisdiction of the Town, and is intended to be voluntarily annexed into the corporate limits of the Town so that the entirety of the Land is located within the corporate limits of the Town at the time of creation of the District; and

WHEREAS, the Petitioner has submitted to the Mayor and Town Council of the Town, a Petition for Consent to Creation of Northlake Municipal Management District No. 3; and

WHEREAS, the general nature of the work to be done in the District is the construction, acquisition, maintenance and operation of a waterworks system, a sanitary sewer system, a storm water drainage system and roadway system; and

WHEREAS, the Town Council of the Town desires to adopt a Resolution for the purpose of consenting to the creation of the District.

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

Section 1. That the Town Council of the Town of Northlake hereby grants its consent to and the Mayor, or the Town Manager, is instructed to execute such additional documents, if any, as required to evidence the Town's consent to the creation of a municipal management district, to be known as "Northlake Municipal Management District No. 3," on the property described on the attached metes and bounds description which is currently located partially in the corporate limits of the Town and partially in the

extraterritorial jurisdiction of the Town, and is intended to be voluntarily annexed into the corporate limits of the Town so that the entirety of the Land is located within the corporate limits of the Town at the time of creation of the District.

Section 2. That this resolution shall take effect immediately from and after its passage and is accordingly so resolved.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

EXHIBIT "A"

PARCEL 2

FIELD NOTES to all that certain tract of land situated in the S. Roberts Survey Abstract Number 207, F. Borden Survey Abstract Number 1127 and the E. Springer Survey Abstract Number 1166, Denton County, Texas and being part of the remainder of the called 220 acre First Tract, part of the remainder of the called 63.08 acre Second Tract and part of the remainder of the called 80.2 acre Third Tract described in the deed from Franklin Life Insurance Company to S. H. Downe et ux recorded in Volume 300, Page 5 of the Deed Records of Denton County, Texas; part of the called 0.052 acre tract #2A and part of the called 0.463 acre Tract #2B described in the deed from City of Justin to S. H. Downe et al recorded in Document Number 2014-30996; the subject tract being Parcel 2 in the Downe Family Division and more particularly described as follows with bearings relative to Texas Coordinate System of 1983 North Central Zone (4202) based on GPS ties to Geodetic Control:

BEGINNING for the Northwest corner of the tract being described herein at a railroad spike at a fence corner post at the Northerly Northwest corner of the said 0.463-acre Tract #2B in a wire fence on the South side of First Street;

THENCE South 84 Degrees 08 Minutes 31 Seconds East generally along a wire fence with the North line of the 0.463-acre Tract #2B a distance of 552.41 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set (herein after referred to as 1/2IRS) for the Northerly Northwest corner of the herein described tract and the Northwest corner of Parcel 1;

THENCE Easterly across the Down Family lands the following three calls:

1. South 01 Degrees 07 Minutes 06 Seconds West a distance of 176.20 feet to a 1/2IRS;
2. South 62 Degrees 00 Minutes 46 Seconds East a distance of 2,033.31 feet to a 1/2IRS;
3. North 89 Degrees 20 Minutes 59 Seconds East a distance of 2,152.40 feet to a 1/2IRS near an old wire fence for the Northeast corner of the herein described tract and the Southeast corner of Parcel 1 on the East line of the said 220 acre First Tract in the East line of the said E. Springer Survey;

THENCE South 00 Degrees 39 Minutes 01 Seconds East along the wire fence with the East line of the 220-acre First Tract a distance of 1,764.62 feet to a 1/2IRS for the Southeast corner of the herein described tract and the Northeast corner of Parcel 3;

THENCE Northwesterly across the Down Family lands the following three calls:

1. North 64 Degrees 52 Minutes 38 Seconds West a distance 2,754.63 feet to a 1/2IRS;

2. North 52 Degrees 49 Minutes 40 Seconds West a distance of 2,322.16 feet to a 1/2IRS;
3. North 44 Degrees 15 Minutes 57 Seconds West a distance of 388.59 feet to a 1/2IRS for the West corner of the herein described tract and the North corner of Parcel 3 in a wire fence on the North line of the said 0.052-acre tract #2A;

THENCE North 52 Degrees 59 Minutes 38 Seconds East generally along a wire fence with the North line of the 0.052-acre tract #2A passing the East line thereof and the West line of the said 0.463-acre Tract #2B and continuing along the same course, in all, a total distance of 126.95 feet to the PLACE OF BEGINNING and enclosing 91.626 acres of land, more or less.

PARCEL 3

FIELD NOTES to all that certain tract of land situated in the S. Roberts Survey Abstract Number 207, F. Borden Survey Abstract Number 1127 and the E. Springer Survey Abstract Number 1166, Denton County, Texas and being part of the remainder of the called 220 acre First Tract, part of the remainder of the called 63.08 acre Second Tract and part of the remainder of the called 80.2 acre Third Tract described in the deed from Franklin Life Insurance Company to S. H. Downe et ux recorded in Volume 300, Page 5 of the Deed Records of Denton County, Texas; and part of the called 0.052-acre tract #2A described in the deed from City of Justin to S. H. Downe et al recorded in Document Number 2014-30996; the subject tract being Parcel 3 in the Downe Family Division and more particularly described as follows with bearings relative to Texas Coordinate System of 1983 North Central Zone (4202) based on GPS ties to Geodetic Control:

BEGINNING for the Northwest corner of the tract being described herein at a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at a reentrant corner of the called 1.198-acre Tract #1A described in the deed from S. H. Downe et al to the City of Justin recorded in Document Number 2014-30997 of the said Real Property Records and being in a wire fence on the East side of Trail Creek Drive;

THENCE North 44 Degrees 35 Minutes 40 Seconds East generally along a wire fence with the East line of the said 1.198-acre Tract #1A a distance of 41.06 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at an angle point therein;

THENCE North 53 Degrees 29 Minutes 18 Seconds East continuing along the wire fence with the East line of the said acre Tract #1A a distance of 86.89 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northeast corner thereof and the Southwest corner of the said 0.052-acre tract #2A;

THENCE North 52 Degrees 59 Minutes 38 Seconds East continuing along the wire fence with the West line of 0.052-acre tract #2A a distance of 53.00 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set (herein after referred to as 1/2IRS) for the North corner of the herein described tract and the West corner of Parcel 2;

THENCE Southeasterly across the Downe Family lands the following three calls:

1. South 44 Degrees 15 Minutes 57 Seconds East a distance of 388.59 feet to 1/2IRS;
2. South 52 Degrees 49 Minutes 40 Seconds East a distance of 2,322.16 feet to 1/2ERS;
3. South 64 Degrees 52 Minutes 38 Seconds East a distance of 2,754.63 feet to a 1/2IRS near an old wire fence for the Northeast corner of the herein described tract and the Southeast corner of Parcel 2 on the East line of said 220-acre First Tract in the East line of the said E. Springer Survey;

THENCE South 00 Degrees 39 Minutes 01 Seconds East generally along a wire fence with the East line of the said 220 acre First Tract passing at a distance of 770.0 feet a 18 inch hackberry tree and continuing along the same course, in all, a total distance of 820.05 feet to the Southeast corner thereof and the Southeast corner of the E. Springer Survey on the East bank of Trail Creek from which a 4 inch steel fence corner post bears North 87 Degrees 08 Minutes 22 Seconds East a distance of 7.7 feet;

THENCE Westerly with the South line of the 220-acre First Tract the following four calls:

1. North 89 Degrees 51 Minutes 14 Seconds West a distance 277.15 feet to a 24-inch oak tree;
2. South 89 Degrees 21 Minutes 40 Seconds West along a wire fence a distance of 651.61 feet to a 3-inch wood fence corner post;
3. South 89 Degrees 48 Minutes 51 Seconds West along a wire fence a distance of 424.42 feet to a cross-tie fence corner post;
4. North 89 Degrees 41 Minutes 13 Seconds West a distance of 321.33 feet to a 1/2IRS 5.4 feet North of a wire fence for the Southwest corner of the herein described tract and the Southeast corner of Parcel 4;

THENCE Northwesterly across the Downe Family lands the following three calls:

1. North 34 Degrees 28 Minutes 42 Seconds West a distance of 1,924.83 feet to a 1/2IRS;
2. North 47 Degrees 41 Minutes 39 Seconds West a distance of 2059.12 feet to a 1/2IRS;
3. North 90 Degrees 00 Minutes 00 Seconds West a distance of 505.62 feet to a 1/2IRS near a wire fence for the Westerly Southwest corner of the herein described tract and the Northwest corner of Parcel 4 on the East line of the said 1.198-acre Tract #1A on the East side of Trail Creek Drive;

THENCE Northeasterly generally along the said wire fence on the East side of Trail Creek Drive with the East line of the 1.198-acre Tract #1A the following three calls:

1. Along the arc of a curve to the right having a radius of 5,408.14 feet, an arc length of 359.08 feet (chord bearing North 01 Degrees 33 Minutes 47 Seconds East a distance of 359.02 feet) to a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the end of the said curve;
2. North 03 Degrees 47 Minutes 24 Seconds East a distance of 219.90 feet to a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found;
3. North 11 Degrees 50 Minutes 49 Seconds East a distance of 41.06 feet to the PLACE OF BEGINNING and enclosing 97.141 acres of land, more or less.

PARCEL 4

FIELD NOTES to all that certain tract of land situated in the S. Roberts Survey Abstract Number 207, F. Borden Survey Abstract Number 1127 and the E. Springer Survey Abstract Number 1166, Denton County, Texas and being part of the remainder of the called 220 acre First Tract, part of the remainder of the called 63.08 acre Second Tract and part of the remainder of the called 80.2 acre Third Tract described in the deed from Franklin Life Insurance Company to S. H. Downe et ux recorded in Volume 300, Page 5 of the Deed Records of Denton County, Texas; the subject tract being Parcel 4 in the Downe Family Division and more particularly described as follows with bearings relative to Texas Coordinate System of 1983 North Central Zone (4202) based on GPS ties to Geodetic Control:

BEGINNING for the Westerly Southwest corner of the tract being described herein at a 1/2-inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the Northwest corner of the called 5.0 acre tract from S. H. Downe to the City of Justin recorded in Volume 411, Page 1955 of the said Deed Records in the East line of the called

1.198 acre Tract #1A described in the deed from S. H. Downe et al to the City of Justin recorded in Document Number 2014-30997 of the Real Property Records of Denton County, Texas and being in a wire fence on the East side of Trail Creek Drive;

THENCE North 01 Degrees 52 Minutes 00 Seconds West along the said wire fence on the East side of Trail Creek Drive with the East line of the said 1.198-acre Tract #1A a distance of 507.77 feet to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" found at the beginning of a curve to the right having a radius of 5,408.14 feet;

THENCE Northwesterly continuing along the wire fence on the East side of Trail Creek Drive with the East line of the said 1.198 acre Tract #1 along the arc of the said curve, an arc length of 164.29 feet (chord bearing North 01 Degrees 12 Minutes 34 Seconds West a distance of 164.28 feet) to a 1/2 inch iron rod with a yellow plastic cap stamped "COLEMAN RPLS 4001" set (herein after referred to as 1/2IRS) for the Northwest corner of the herein described tract and the Southwest corner of Parcel 3;

THENCE Southeasterly across the Downe Family lands the following three calls:

1. South 90 Degrees 00 Minutes 00 Seconds East a distance of 505.62 feet to a 1/2IRS;
2. South 47 Degrees 41 Minutes 39 Seconds East a distance of 2,059.12 feet to a 1/2IRS;
3. South 34 Degrees 28 Minutes 42 Seconds East a distance of 1,924.83 feet to a 1/2IRS 5.4 feet North of a wire fence for the Southeast corner of the herein described tract and the Southwest corner of Parcel 3 in the South line of the said 220 acre First tract;

THENCE North 89 Degrees 41 Minutes 13 Seconds West generally along a wire fence with the South line of the 220-acre First Tract a distance 1,060.94 feet to the Southwest corner thereof and the Southeast corner of the said 80.2-acre Third Tract and also being the Southwest corner of the E. Springer Survey and the Southeast corner of the said F. Borden Survey;

THENCE North 89 Degrees 20 Minutes 42 Seconds West continuing generally along a wire fence with the South line of the 80.2-acre Third Tract a distance of 1,468.68 feet to a cross tie fence corner post at the Southwest corner thereof and the Southeast corner of the called 3.5 tract of land described in the deed to Justin Cemetery Association recorded in Volume 1828, Page 426 of the said Deed Records;

THENCE North 03 Degrees 26 Minutes 51 Seconds West with the West line of the 80.2 acre Third Tract and the East line of the said 3.5 acre tract a distance of 58.66 feet to a chain link fence corner post at the Southwest corner of the called 1.50 acre tract described in the deed from S. H. Downe to Justin Cemetery Association recorded in Volume 4368, Page 929 of the Real Property Records of Denton County, Texas;

THENCE North 42 Degrees 41 Minutes 32 Seconds East generally along a chain link fence with the South line of the said 1.50 acre a distance of 148.04 feet to a chain link fence corner post at the Southeast corner thereof;

THENCE North 02 Degrees 18 Minutes 28 Seconds West generally along a chain link fence with the East line of the said 1.50 acre a distance of 573.93 feet to a 1/2-inch iron rod found at the Northeast corner thereof in the South line of the called 0.75-acre tract described in the deed from S. H. Downe to Justin Cemetery Association recorded in Volume 344, Page 227 of the said Deed Records;

THENCE North 85 Degrees 04 Minutes 30 Seconds East generally along a chain link fence with the South line of the said 0.75 acre a distance of 220.75 feet to a fence corner post at the Southeast corner thereof;

THENCE North 02 Degrees 38 Minutes 35 Seconds West partially along a chain link fence with the East line of the said 0.75 acre passing at a distance of 335.8 feet a chain link fence corner post and continuing, in all, a total distance of 475.02 feet the Northeast corner thereof;

THENCE South 85 Degrees 00 Minutes 31 Seconds West with the North line of the said 0.75 acre passing at a distance of 50 feet the Northwest corner thereof and the Northeast corner of the said 3.5 acre tract and continuing along the same course and passing at a distance of 72.5 feet a chain link fence corner post and continuing along a fence, in all, a total distance of 348.40 feet to a chain link fence corner post at the Northwest corner thereof and a salient corner of the said 80.2 acre Third Tract;

THENCE North 02 Degrees 33 Minutes 49 Seconds West with the West line of the said 80.2-acre Third Tract a distance of 333.84 feet to a 1/2-inch iron rod found at a reentrant corner thereof;

THENCE North 88 Degrees 31 Minutes 27 Seconds West continuing with the West line of the said 80.2-acre Third Tract a distance of 22.04 feet to a bois d'arc fence corner post at a salient corner thereof;

THENCE North 01 Degrees 53 Minutes 14 Seconds West continuing with the West line of the said 80.2-acre Third Tract a distance of 53.06 feet to a 1/2" IR for the Southwest corner of the called 5 acre tract from S. H. Downe to the City of Justin recorded in Volume 411, Page 320 of the said Deed Records;

THENCE South 88 Degrees 27 Minutes 45 Seconds East with the South line of the said 5-acre tract a distance of 309.42 feet to a cross-tie fence corner post at the Southeast corner thereof;

THENCE North 01 Degrees 49 Minutes 58 Seconds West generally along a wire fence with the East line of the 5-acre tract a distance of 664.64 feet to the Easterly Northeast corner thereof from which a 2 inch steel fence corner post bears North 18 Degrees 00 Minutes 18 Seconds West a distance of 4.1 feet;

THENCE North 88 Degrees 52 Minutes 34 Seconds West generally along a wire fence with the North line of the 5-acre tract a distance of 257.50 feet to a 2 inch steel fence corner post at a reentrant corner thereof;

THENCE North 01 Degrees 52 Minutes 34 Seconds West generally along a wire fence continuing with the North line of the 5-acre tract a distance of 20.00 feet to a cross-tie fence corner post at the Northerly Northeast corner thereof;

THENCE North 88 Degrees 51 Minutes 38 Seconds West generally along a wire fence continuing with the North line of the 5-acre tract a distance of 550.20 feet to the PLACE OF BEGINNING and enclosing 92.580 acres of land, more or less.

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Texas Government Code, Title 7, Chapter 791
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an Interlocal Agreement with the City of Justin, for a Regional Animal Control Feasibility Study, and sharing in the cost of said study, in an amount not to exceed \$4,000
GOALS/ OBJECTIVES: Advance Northlake's Interest; 5.3 - Influence local- regional - and state issues, Advance Northlake's Interest; 5.4 - Partner regionally to mitigate adverse impacts

BACKGROUND INFORMATION:

- History of Animal Control in Northlake:
 - Police personnel coordinated animal control with Denton County Sheriff's Office
 - Contract with Brian Hall aka "Brian the Animal Guy" (October 2014 - April 2019)
 - Temporary contract with Flower Mound Animal Control Services (April 2019 - October 2020)
 - Contract with All American Dogs (October 2020 - Present)
- Collaborate with other municipalities to determine need for a Regional Animal Control facility
 - Memorandum of Understanding - Approved April 10, 2025 - Resolution 25-23
 - City of Justin - Serving as Administrative Agent
- Formal Interlocal Cooperation Agreement outlines Scope of Study/Proportionate Cost
 - Cost not to exceed \$4,000

COUNCIL ACTION/DIRECTION:

Approved proposed Resolution authorizing Town Manager to execute Interlocal Agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN OF NORTHLAKE, TEXAS, AUTHORIZING THE TOWN MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITY OF JUSTIN, FOR THE PURPOSE OF CONDUCTING A FEASIBILITY STUDY AND CONTRIBUTE A PROPORTIONAL SHARE OF THE COST TO CONDUCT THE STUDY IN AN AMOUNT NOT TO EXCEED \$4,000

WHEREAS, Cities and Towns within Denton and Wise counties are currently experiencing rapid population growth and this growth is anticipated to continue for many years to come; and

WHEREAS, the Cities/Towns of Aurora, Boyd, Decatur, Justin, Newark, Northlake, Paradise and Rhome (hereinafter referred to as "the Participating Cities") are committed to improving Animal Control Services within their jurisdictions to address an increasing number of animal services calls; and

WHEREAS, the Participating Cities agree that a regional approach to animal control services may provide cost efficiencies, improved service quality, resource sharing and flexibility, a comprehensive stray animal management program, increased funding opportunities, enhanced public safety, a more resilient emergency/crisis response, and better community engagement and education; and

WHEREAS, the Participating Cities wish to undertake a feasibility study to evaluate potential models for establishing and funding a regional animal control program that meets the needs of each community; and

WHEREAS, the City of Justin is designated as the Administrative Agent to coordinate efforts for the Participating Cities in exploring options for a collaborative regional animal control program; and

WHEREAS, each Participating City/Town will contribute \$4,000 for the feasibility study.

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

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

Section 2. **Designation of Lead Agency:** The City of Justin is hereby designated as the

Administrative Agent for the purposes of the regional animal control initiative.

Section 3. **Authorization of Feasibility Study:** The Participating Cities agree to retain a consultant to conduct a feasibility study to explore options for a regional animal control program. This study shall assess current conditions, recommend potential service delivery models, provide cost estimates, and identify possible funding sources.

Section 4. **Funding Commitment:** Each Participating City agrees to contribute a proportional amount to fund the feasibility study. Contributions shall be determined based on an equitable formula that considers population size, geographic area, and the number of reported animal control incidents.

Section 5. **Duties of Participating Cities:** Each Participating City shall:

- Appoint a representative as the primary point of contact for coordination with the Lead Agency and the consultant.
- Provide requested data, reports, and other information necessary for the feasibility study.
- Actively participate in meetings, discussions, and decision-making processes related to the study and the development of regional solutions.

Section 6. That the Town Council hereby authorizes the Town Manager to execute an Interlocal Agreement (Exhibit A) with the City of Justin to conduct a feasibility study regarding a regional approach to Animal Control Services and contribute to the cost in amount not to exceed \$4,000.

Section 7. This resolution shall be effective immediately upon approval by the Town Council.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

EXHIBIT A

STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION
AGREEMENT
FOR A REGIONAL ANIMAL CONTROL FEASIBILITY
STUDY**

THIS INTERLOCAL COOPERATION AGREEMENT A REGIONAL ANIMAL CONTROL FEASIBILITY STUDY (the “Agreement”) is made and entered into on the ____ day of _____, 2026, by and between the City of Justin, Texas (the “City”), and the Town of Northlake, a Texas home rule municipality (the “Town”) . Collectively, the City and the Town and other participating Cities are referred to herein as the “Cities”.

RECITALS

WHEREAS, the Cities are political subdivisions of the State of Texas authorized to enter into interlocal agreements pursuant to Chapter 791, Texas Government Code (the “Act”); and

WHEREAS, the Cities desire to evaluate the feasibility of establishing or enhancing regional animal control services to promote public health, safety, and animal welfare; and

WHEREAS, the Cities have determined in the exercise of their governmental functions and legislative authority that conducting a Regional Animal Control Feasibility Study (the “Study”) will assist in evaluating service needs, operational models, governance options, and associated costs; and

WHEREAS, the Cities desire to designate a single contracting and administrative agent to procure and manage professional services necessary to complete the Study; and

WHEREAS, the **City of Justin** has agreed to serve as the contracting and Administrative Agent (defined below) for the Study on behalf of the participating Cities; and

WHEREAS, the Cities desire to share in the cost of the Study, with the total financial obligation of each participating city not to exceed Four Thousand Dollars (**\$4,000.00**); and

WHEREAS, as required by the Act, each party has sufficient funds available from current revenues to perform the governmental functions and services contemplated by this Agreement; and

WHEREAS, participation in the Study does not obligate any City to implement the Study’s recommendations or to enter into any future agreement for animal control service.

AGREEMENT

NOW, THEREFORE, in consideration of the recitals above and the mutual promises and covenants herein contained, the Cities hereby covenant and agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the cooperative procurement and completion of a Regional Animal Control Feasibility Study through the designation of the City of Justin as the contracting and Administrative Agent, and to establish the respective rights and obligations of the Cities related to participation in the Study.

Section 2. Definitions. In this Agreement:

“**Administrative Agent**” means the City of Justin, Texas.

“**City**” or “**Cities**” means the City of Justin and each participating municipality executing this Agreement.

“**Effective Date**” means the date on which this Agreement becomes effective pursuant to Section 3.

“**Study**” means the Regional Animal Control Feasibility Study described in this Agreement.

Section 3. Effective Date. This Agreement shall become effective upon execution by the City of Justin and at least one participating City (the “Effective Date”) and shall remain in effect until completion of the Study and final payment of all associated costs, unless earlier terminated in accordance with this Agreement.

Section 4. Scope of Study.

The Study shall include, at a minimum, an evaluation of:

- Existing animal control service levels and needs;
- Potential regional or shared service models;
- Governance and operational structures;
- Capital and operational cost estimates; and
- Implementation considerations.

The specific scope of services shall be defined in the professional services agreement entered into pursuant to Texas Gov’t Code Ch. 2254 by the Administrative Agent.

The Cities have agreed that the City of Justin will contract with Connolly Architects & Consultants. See Exhibit A, proposal submitted to the City of Justin by Connolly Architects & Consultants dated October 29th, 2025, which is attached hereto and incorporated into this Agreement as if fully set forth herein.

Section 5. Administrative Responsibilities

The City of Justin, as Administrative Agent, shall:

- Procure professional consulting services in accordance with applicable law;
- Execute and administer the professional services agreement for the Study;
- Coordinate with participating Cities during the Study process;
- Collect cost contributions from participating Cities as provided herein; and
- Maintain records of expenditures related to the Study. Upon request, the City of Justin shall provide a summary accounting of Study-related revenues and expenditures. Disclosure shall be limited to costs directly associated with the Study and shall not require production of unrelated City financial records.

Section 6. Financial Obligations.

Each participating City agrees to pay its proportionate share of the Study costs, not to exceed \$4,000 per City.

(a) Payments shall be made to:

City of Justin

Attn: Finance Department
415 N. College Avenue
Justin, Texas 76247

(b) No City shall incur any financial obligation under this Agreement beyond the stated cost cap unless expressly approved by that City's governing body.

Section 7. No Obligation to Implement.

Nothing in this Agreement shall obligate any City to adopt or implement the Study's recommendations or to enter into any future interlocal or service agreement related to animal control services.

Section 8. Termination.

Any City may withdraw from this Agreement upon written notice to the Administrative Agent prior to execution of the professional services agreement. After execution of such agreement, withdrawal shall not relieve a City of its obligation to pay its allocated share of incurred costs.

Section 9. Severability.

The Cities intend for the various provisions of this Agreement to be severable so that the invalidity, if any, of any one section, phrase, term, provision, or paragraph by a court of competent jurisdiction shall not affect the validity of the remaining sections, phrases, terms, provisions, or paragraphs of this Agreement.

Section 10. Multiple Originals.

This Agreement may be executed in any number of original signature counterparts, each of which shall for all purposes be deemed an original, and all such counterparts shall constitute one and the same document.

Section 11. Authorization.

Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective City.

Section 12. Governing Law and Venue.

The Agreement shall be governed by the laws of the State of Texas, without regard to conflict of laws principles, and exclusive venue for any action concerning this Agreement shall be in a State District Court of Denton County, Texas.

Section 13. Entire Agreement.

This Agreement represents the entire agreement of the parties and supersedes any verbal or written representations of the parties to each other.

Section 14. Remedies Cumulative.

The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement. No right or remedy granted herein or reserved to either party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder. The waiver or failure of either party to exercise, in any respect, any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

Section 15. Governmental Immunity.

The Cities agree that the services provided herein are governmental functions and that the doctrine of governmental immunity shall be, and it is hereby, invoked to the fullest extent possible under the law. Nothing in this Agreement shall be construed as a waiver of any governmental immunity or defense that would otherwise be available to any City against claims arising from the exercise of governmental powers and functions.

EXECUTION

IN WITNESS WHEREOF, the Cities have executed this Agreement in multiple counterparts as of the date first written above.

CITY OF JUSTIN, TEXAS

By: _____

Name: _____

Title: _____

Date: _____

PARTICIPATING CITY:

City: Town of Northlake, a Texas home rule municipality

By: _____

Name: Drew Corn

Title: Town Manager

Date: _____

Exhibit A

Connolly Architects & Consultants

Proposal



JUSTIN
— 1887 —



**Request for Proposal
Animal Shelter Feasibility Study
CITY OF JUSTIN**



**CONNOLLY ARCHITECTS
& CONSULTANTS**

October 29, 2025

VIA EMAIL

Ms. Abbey Reese
Assistant City Manager
City of Justin
415 North College Avenue
Justin, TX 76247

Re: Request for Proposal
Feasibility Study
New Regional Animal Shelter

Dear Ms. Reese and the Selection Committee,

After learning more about your needs and ambitions, from your emails and telephone conversations, we feel this project is an exciting opportunity for Justin to be the regional animal services base for Decatur, New Fairview, Rhome, Boyd, Northlake, Paradise, Krum, and possibly Ponder and Denton and Wise Counties. The proposal is an attempt to meet the needs and expectations of the Stakeholders. As such, three phases are offered with options to provide the most appropriate ones that best fit the consensus of the Stakeholders' regional shelter needs.

Connolly is proud to bring 35 years of service, helping over 50 animal shelter clients create lasting, innovative, and enduring projects in the State of Texas. We are a nationally recognized leader in animal shelter design, providing shelter assessments and feasibility analyses on more than 70 projects across 21 states. Our firm is known as a thought leader in shelter design with experience managing regional facilities' diverse stakeholders' needs. Connolly's innovations in the building type include group housing habitats, animal adoption glass displays, digesters, and, most recently, adapting Trauma-Influenced Design to animal shelters.

Thank you very much for your consideration of Connolly Architects & Consultants. I will be the point of contact for this project - please contact me if you have any questions or need additional information.

Warm Regards,



Larry Connolly, FAIA
President
Connolly Architects & Consultants
512 771 4383
larry@connollyaia.com

Cover Letter

Table of Contents

A. Connolly Architects & Consultants

1.	Information	1
2.	Shelter Experience	2
3.	Feasibility Studies	3
4.	Shelter Projects	4
5.	Staff	7

B. Feasibility Study

1.	Understanding	8
2.	Approach	9
3.	Proposal	10
4.	Deliverables	11
5.	Schedule	12

Office

2414 Exposition Blvd., Suite A-2
Austin, Texas 78703

Primary Contact

Larry Connolly, FAIA
512-771-4383
larry@connollyaia.com

Firm History

Founded 1979, Midland Texas
Relocated 2000, Austin, Texas

Licensure Certifications

National Council of Architectural
Registration Boards
Architect Licenses in Florida,
Louisiana, Oklahoma & Texas
Fear Free™ Certified

Affiliations

American Institute of Architects
College of Fellows
National Animal Care & Control
Association
Texas Animal Care & Control
Association

Personnel

Architects: 2
Project Manager: 1
Engineering Consultant: 1
Veterinary Consultant: 1
Acoustical Consultant: 1

Connolly Architects & Consultants has a national reputation for expertise in animal shelter design. Focusing on this area of design and construction for three decades has brought a deep understanding of animal control and humane issues to our projects, as well as the application of progressive ideas about shelter design, and a commitment to improving conditions for shelter staff and the animals in their care.

Connolly’s national consulting practice includes more than 100 projects in 30 states. In addition to taking the lead on designing projects in our home state of Texas, we work with architecture firms, municipalities, counties and animal welfare groups around the country to help them turn their specific needs into shelters that efficiently and effectively support their mission. We do this through assistance with site selection, programming, conceptual design, materials selection, equipment schedules, and specifications tailored to their animal welfare needs.

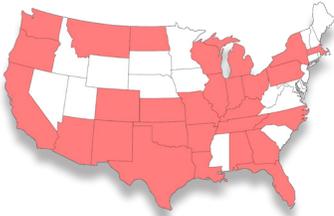
Each of our projects represents an evolving progression in designing animal care facilities. We help our clients improve their standard of care, increase adoption rates, reduce euthanasia rates, and create shelters that are a friendly, welcoming part of the community fabric. Many years of working with every kind of organization and project size - from the smallest rural kennels to urban, community-oriented facilities - allow us to see the best opportunities for every project.

Connolly’s work on the SPCA of Bexar County (now San Antonio Humane Society) was recognized with a Business Week/Architectural Record Award.

Connolly Architects was established in 1979 in Midland, Texas. The firm moved to Austin in 2000 and in 2006 became Connolly Architects & Consultants to acknowledge the addition of our nationwide animal care consulting services.



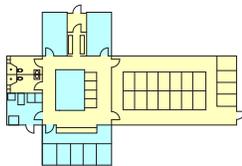
A.2 Shelter Experience



Design Services for more than 100 animal shelters in 30 states

- | | | |
|---------------------------|-----------------------------|----------------------|
| Feasibility Analysis | Facility Assessment | Architecture |
| Strategic Agency Planning | Programming | LEED Certification |
| Needs Assessment | Work Flow Diagrams | Interiors |
| Site Analysis & Selection | Capital Campaigns | Sustainable Features |
| Master Plans | Animal Care Quality Control | Equipment Selection |

Projects in Texas unless otherwise noted. Regional shelters in **bold**.



PUBLIC PRIVATE FLOOR PLAN 1/4" = 1'-0" 3,000 SF

FUNCTION	AREA CATEGORY	TOTAL AREA				TOTAL COST	
		SQ FT	%	ESTIMATED COST	ACTUAL COST	ESTIMATED COST	
ADMIN	ADMIN OFFICE	1,200	4.0	\$1,200,000	\$1,200,000	\$1,200,000	
	RECEPTION	1,000	3.3	\$1,000,000	\$1,000,000	\$1,000,000	
SHELTER	INDOOR SHELTER	100,000	333.3	\$100,000,000	\$100,000,000	\$100,000,000	
	OUTDOOR SHELTER	50,000	166.7	\$50,000,000	\$50,000,000	\$50,000,000	
DIAGNOSTIC	DIAGNOSTIC	10,000	33.3	\$10,000,000	\$10,000,000	\$10,000,000	
	LABORATORY	5,000	16.7	\$5,000,000	\$5,000,000	\$5,000,000	
SUPPORT	STAFF OFFICE	2,000	6.7	\$2,000,000	\$2,000,000	\$2,000,000	
	STORAGE	1,000	3.3	\$1,000,000	\$1,000,000	\$1,000,000	
TOTAL	TOTAL PUBLIC	114,200	374.0	\$114,200,000	\$114,200,000	\$114,200,000	
	TOTAL PRIVATE	10,000	33.3	\$10,000,000	\$10,000,000	\$10,000,000	
		TOTAL	124,200	\$124,200,000	\$124,200,000	\$124,200,000	



- Action Program for Animals, NM
- Aggieland Humane Society
- American Humane, DC
- Anderson County Humane Society**
- Animal Defense League of Texas**
- Animal Friends of Washington County**
- Animal Protectors of Allegheny, PA**
- Animal Service Center of the Mesilla Valley, NM**
- ASPCA, NY
- Citizens for Animal Protection**
- City of Abilene
- City of Ames, IA
- City of Austin
- City of Arlington
- City of Bedford
- City of Boerne
- City of Bryan
- City of Brownsville
- City of Carrollton
- City of Clovis, NM
- City of Columbus, GA
- City of Corpus Christi
- City of Corsicana
- City of Denison
- City of Denton
- City of El Paso
- City of Evanston, IL
- City of Fort Stockton
- City of Grand Prairie
- City of Houston
- City of Iowa Park
- City of Las Cruces, NM**
- City of Leavenworth, KS
- City of Lee's Summit, MO
- City of League City
- City of Lockhart
- City of Longview
- City of Lubbock
- City of Manhattan, KS
- City of Manteca, CA
- City of Midland
- City of Missouri City
- City of Nolanville
- City of Olathe, KS
- City of Pasadena
- City of Plano
- City of Oklahoma City, OK**
- City of Rockwall
- City of San Antonio
- City of San Marcos
- City of Schertz
- City of Spokane, WA
- City of Stillwater, OK**
- City of Taylor
- City of Texarkana**
- Clatsop County, OR**
- Clayton County, GA**
- Cobb County, GA**
- Columbia Greene Humane Society, NY**
- DeSoto Parish, LA**
- Easy Street Animal Shelter
- Emancipet
- Eos Bird Rehabilitation Center
- Fisher Kennels
- Four Paws and a Wake Up, NM
- Greater Huntsville Humane Society, AL**
- Gulf Coast Humane Society**
- Gwinnett County, GA**
- Harris County**
- Houston Humane Society**
- Humane Society of Boulder Valley, CO**
- Humane Society of Central Texas**
- Humane Society of El Paso**
- Humane Society of Erie County, OH**
- Humane Society of Grand Forks, ND
- Humane Society of Greater Miami, FL**
- Humane Society of the New Braunfels Area**
- Humane Society of the United States, DC
- Humane Society of Wichita County**
- Humane Society of the Willamette Valley, OR**
- Hill Country SPCA**
- It Takes a Village, IN**
- Kentucky Humane Society, KY**
- Laredo Humane Society**
- Lake County, FL
- Martha's Vineyard, MA
- Mason Company, OH
- Midland SPCA**
- Missoula Humane Society, MT**
- Monroe County Friends of Animals, TN
- Nashville Humane Association, TN
- Operation Kindness**
- Oklahoma Humane Society, OK**
- Ozaukee Humane Society, WI**
- Pin Oak Kennels
- Rancho Grande Kennels
- Remington Pet Ranch
- Robeson County, NC**
- Ruff Start Rescue, St. Croix, WI
- Rutherford County, TN**
- San Antonio Humane Society**
- SPCA of Brazoria County**
- Stanislaus County, CA**
- Texas Humane Heroes**
- The Pet Barracks
- The Pet Porters
- Town of Edgewood, NM**
- Town of Flower Mound
- Tri-City Animal Control Facility, Paseo, WA**
- Upper Valley Humane Society**
- Utopia Dog Hotel
- Wake County, NC**
- Washington County Humane Society, WI**
- We Care Animal Rescue, CA**
- Wichita Falls Humane Society**
- Williamson County**
- Woods Humane Society, CA**
- Yucca Vista Veterinary Clinic



Clovis Animal Shelter, Clovis, New Mexico

Role: Feasibility Study, Needs Assessment, Programming, and Architecture

An adaptive reuse of an existing warehouse to meet the animal welfare needs of a remote city in the desert. The new facility takes up most of the city block and is located in an area near synergistic land use areas like playing fields, a city park, a community center, and the zoo.

1.76 acres • 22,000sf • 113 Habitats • Covered Yards



City of Bryan Animal Center, Bryan, Texas

Role: Feasibility Study, Site Selection, and Architecture

The large dog and cat topiaries describe the building's purpose for and shade the large glass storefront in the lobby. The center includes interior and exterior get-acquainted areas that provide an opportunity for visitors to play with their prospective pets.

2.8 acres • 18,000sf • Dog Habitats: 60 • Cat Habitats: 80 • Get-Acquainted Areas: 4 • Livestock Stable • Spay & Neuter Clinic • After-Hours Training Room • Exercise Yards



Ames Animal Shelter, Ames, Iowa

Role: Feasibility Study, Needs Assessment, and Site Selection

The new shelter benefits from the synergy of being located between the old shelter, now a greenbelt trailhead, and an existing dog park. The dog park's existing parking lot was expanded to accommodate its shared use with the new shelter.

5 Acres • 14,150 SF • 158 Habitats • 3 Exercise Yards



Linda McNatt Animal Care + Adoption Center, Denton, Texas

Role: Feasibility Study, Capital Campaign and Architecture

The LEED certified center features internal transparency that facilitates wayfinding for the visitor and monitoring capability for the staff. Storefront windows along the covered entry provide strong indoor-outdoor connections and make the center's activities and its adoptable pets visible to the public.

5 Acres • 18,156 SF • Dog Habitats: 93 • Cat Habitats: 81 • Get-Acquainted Areas: 5 • Meeting and Education Room • Medical/Surgery Suites



Flower Mound Animal Services, Flower Mound, Texas

Role: Feasibility Study, Needs Assessment, and Master Plan

The shelter benefits from the synergy of being on the corner of a town property dedicated to sports fields. Contrasting red brick and tan concrete block matches the town's other masonry municipal services' buildings. Large windows offer views into the cat group housing areas and natural light floods the hallways and staff work areas through light monitors in the roof.

4.5 Acres • 9,000 sf • 103 Habitats • After-hours training room

A.4 Shelter Projects

Mohave County Animal Shelter | Kingman, Arizona

Feasibility Study, Shelter Design + Animal Welfare Assurance | Evanston, Illinois



SIZE & FEATURES

3.9 Acres

12,120 sf

94 Habitats

3 Covered Areas

CLIENT REFERENCE

Nicole Magiameli
Animal Shelter Manager
Mohave County Animal Shelter
3423 N Burbank Street
Kingman, AZ 86409
mangin@mohave.gov
928 753 2727

Project Description + Type of Operation

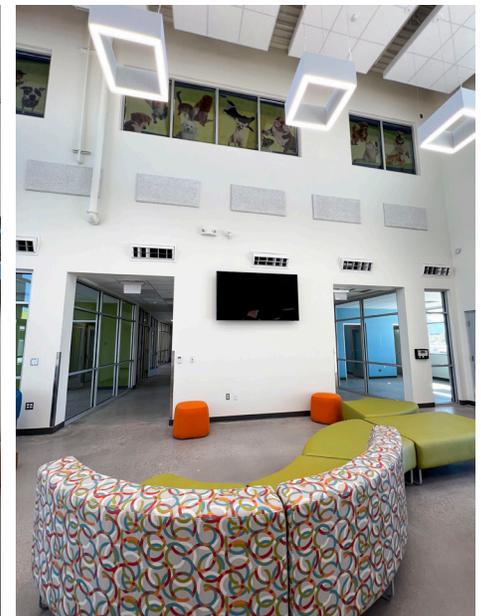
The feasibility study included a needs assessment and building programming to properly size the facility.

The new county regional animal shelter is an economical segmented L-shaped pre-engineered metal building (PEMB). Its sally port and dog get-acquainted areas are covered along with a new multi-purpose area off of the lobby. The areas next to the lobby are skewed to contrast with the institutional nature of the animal shelter building type. Similarly, the dog get-acquainted and play yards are organically shaped. Owner surrender and adoption lobby areas have separate entrances to avoid animal exchanges in the parking lot.

A.4 Shelter Projects

Animal Services Center of the Mesilla Valley

Feasibility Study, Programming + Architecture | Las Cruces, New Mexico



SIZE

36,200 sf

278 Habitats

LEED Certification

CLIENT REFERENCE

Arturo Gonzalez
Owner's Representative
agonzalez@ecmintl.com
915 351 1900

Project Description + Type of Operation

The new center is in the middle of an eight-acre triangular property located on the corner of a state highway and a residential boulevard. The feasibility study included a needs assessment and building programming for the project, which was completed in 2023 and serves southeastern New Mexico.

Its high-profile location on the busy corner supports the retail-inspired design, which features state of the art animal displays that do not require staff to assist with public viewing of adoptable animals.

The five-building campus is anchored by the main building with cat group housing storefront displays and windows to the outside along with two single-habitat cat pods in the middle of the two-story lobby. Back of house, administration and support spaces are also included in the main building. Dogs available for adoption are housed in four pods and include group housing and single habitats, both with outdoor covered yards.

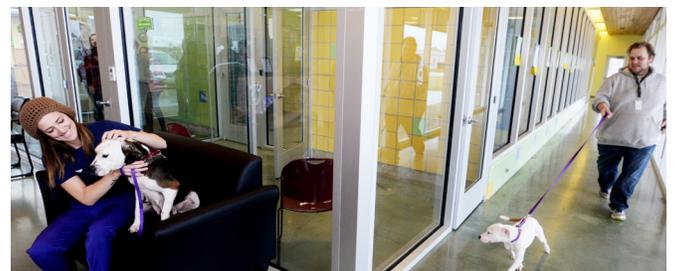
The old shelter building, now intake and clinic only, on bookends one side of the campus opposite a new dog park on the other. A large two-story photovoltaic courtyard provides separation between the main building and the dog pods. Having a campus with a courtyard provides the agency with generous circulation space at a fraction of the cost of enclosed hallways.

A.4 Shelter Projects

Longview Animal Care + Adoption Center

Feasibility Study, Master Plan + Architecture | Longview, Texas

CONNOLLY ARCHITECTS
& CONSULTANTS



SIZE

18,500 sf

158 Habitats

Spay and Neuter Clinic

Meeting and Education Room

CLIENT REFERENCE

Kevin Chumbley
City Engineer
Department of Public Works
933 Mobile Drive
Longview, TX 75604
kchumbley@longviewtexas.gov
903 237 1240

Project Description + Type of Operation

The feasibility study a needs assessment, building program and project budget to the City of Longview in the form of a master plan. The assessment established project goals and objectives that were determined by the City first responding to a tailored questionnaire and refined with meetings with the public, stakeholders and staff to achieve community consensus.

The building program identified six uses by work flow diagrams that were adapted to a 3.4 acre triangular site. The budget was based on historical data gathered and proved to be accurate.

The modified H-shaped building features clear separation between the public and staff areas. That division is maintained in the site plan with a front parking lot for the public and a back lot that doubles as employee parking and a service yard. There is a small get acquainted yard next to the dog adoption so family pets can meet their new siblings and determine compatibility and another large fenced yard next to the Stray Dog Kennels. Recently the center accomplished the rare feat of adopting out all available dogs on two consecutive weekends.

This project was completed for less than the construction contract - only deduct change orders.



Larry Connolly, FAIA - Principal

Larry Connolly is a nationally-recognized authority on shelter design who regularly presents workshops at conferences for the American Humane Association (AHA), Humane Society of the United States (HSUS), the National Animal Control Association (NACA), the Texas Federation of Humane Societies (TFHS) as well as animal control associations in Arkansas, Oklahoma and Texas. He served as the architect member of the HSUS Evaluation Team on two shelters and completed one shelter design consultation for the American Society for the Prevention of Cruelty to Animals (ASPCA). He has also contributed articles to [Animal Watch](#) and [NACA News](#) magazines. His work has appeared in [Animal Sheltering](#), [NACA News](#), [The Line](#), [Architecture](#) and [Texas Architect](#). In 2009, the Texas Society of Architects honored Larry with the John G. Flowers Award for Excellence in the Promotion of Architecture in the Media. He holds architectural licenses in Florida, Louisiana, Oklahoma, Texas, NCARB and is Fear Free™ certified. He lives in Austin, with Hopper, a Chiweenie.



Hunter Powell - Project Manager/Marketing Director

Hunter Powell joined Connolly as a Production Assistant in 2014. His responsibilities include the production of architectural contract documents as well as preparation of shelter evaluations, feasibility studies, work flow diagrams and master plans. Skilled in graphics and an Adobe InDesign expert, he coordinates the office computer network, the firm’s marketing and the firm’s web site. He is Fear Free™ certified and has a rescue German Shepherd mix and a Lab mix.



Mike Tibbetts, RA - QA/QC/Contract Administration & Field Services

Mike Tibbetts has previously worked with several firms in Austin, Port Arthur and Lufkin on both residential and commercial projects. At Connolly, he is responsible for design review to ensure project buildability, best construction value and code compliance as well as contract administration and construction observation.



Jeff Smith, P.E. - Livestock & Equestrian Design

Jeff Smith is by education and practice a structural engineer. He provides valuable insight to the structural buildability of proposed shelter concepts. In an additional capacity, as a third-generation rancher, he provides first hand user guidelines livestock and horse habitat and support spaces. He has three dogs, four quarter horses, cattle, barn cats and owls.



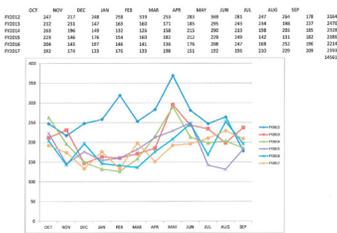
Becky Stuntebeck, DVM - Facility Design Veterinarian

Becky is a veterinarian formerly with the Koret Shelter Medicine Program at UC Davis. Besides helping adoption centers with their operational issues her interests include proactive population management and infectious disease prevention in shelters She ensures our shelter honor the five domains as defined in The Guidelines for Animal Shelter Standards of Care by the Association of Shelter Veterinarians. Her pets are three aging cats and one rowdy puppy.



The concept of a regional animal shelter is not a new one and has a lot of precedents in the State of Texas. The obvious appeal is that the lower unit cost of building and operating a larger facility allows the Stakeholders to provide more and better animal services at a lower cost to the public. What makes the City of Justin's initiative to create a new Regional Animal Shelter unique is that the city and all its proposed Stakeholders (except Denton County) do not have an animal shelter facility either, and they all need one. It is the perfect opportunity to start from scratch based on Stakeholder's data.

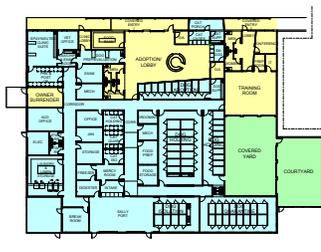
So, what Kind of Facility will the Cities of Justin, Decatur, New Fairview, Rhome, Boyd, Northlake, Paradise, Krum, Ponder, (maybe), and maybe also Denton and Wise Counties need and/or want? To answer that question, it is necessary to have collective community engagement to integrate their data with the goal of achieving consensus among the Stakeholders. This proposal includes a series of four Stakeholder meetings in Justin to present, discuss, comment, and approve a three-phase Feasibility Study to ensure everyone's Animal Control needs are met.



Besides the above-mentioned Feasibility Study process to ensure Stakeholder consensus, it will include a focus on what the new Regional Animal Shelter's Project Goals should be. Typically, this includes, but is not limited to, some of the following objectives:

1. Accommodate the number of animals when Animal Control ordinances are enforced
2. Reduce the euthanasia rate and encourage adoptions
3. Consider including a Vet Clinic
4. Follow Animal Shelter Veterinarians' habitat guidelines
5. Minimize the spread of disease
6. Provide clean indoor air
7. Create a safe environment for staff, visitors, and animals
8. Provide sufficient parking and loading/unloading capacity for staff and the public
9. Have a facility that is easy to maintain and efficient to operate
10. Be a pleasant place to work and visit
11. Consider community outreach programs

FUNCTION	AREA	DESCRIPTION	UNIT	UNIT COST	TOTAL COST	DATE	STATUS	REMARKS
GENERAL PURPOSE / RECEPTION	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
	RECEPTION	RECEPTION AREA	100	100	100			
RECEPTION	RECEPTION AREA	100	100	100				

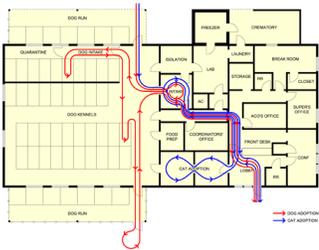


The approved Needs Assessment will be the basis for determining what spaces are needed in the new facility. Once the space needs have been determined, it is possible to select a site because there is enough information to determine how many acres are necessary.

Next, to determine the New Regional Animal Shelter's cost and schedule, a concept is necessary. Like the Needs Assessment, Site Selection, and Building Program, it too has a process that includes another Stakeholders Meeting in Justin to present the three design concepts to discuss, comment, and select the one that is most appropriate for the Stakeholders. Again, for the Regional Animal Shelter to be successful, there has to be consensus of approval of the project by the Stakeholders.

The three phases of study are sequential, and each has the benefit of Stakeholders' input, discussion, review, and comments, leading to their approvals.

1. Needs Assessment



A proprietary and comprehensive needs assessment data analysis process that identifies quantitative and qualitative programming guidelines, including an Animal Capacity Model broken down by jurisdiction. This creates the opportunity for the Regional Animal Shelter's Stakeholders to decide how the facility should best serve them.



In the absence of an existing shelter's intake statistics for the Stakeholder, state and national impound statistics will be used in coordination with each Stakeholder's population projections to determine the appropriate size facility. This statistical data will be coupled with the extent of animal services the Regional Shelter should provide. Also necessary will be the animal shelter's operations support spaces to accommodate the animals, the public, the staff, and even volunteers, should the Stakeholders choose to have such a facility.

The responses to the Questionnaire will be the basis for interaction/ adjacency priorities of the operational elements. The Facility Needs Assessment will be presented to the Stakeholders for discussion, comment, and approval.

2. Building Program & Site Selection



Based on the Stakeholders-approved Facility Needs Assessment, the Site Selection will evaluate multiple sites according to the shelter's Stakeholder's growth requirements. The Site Selection will be presented to the Stakeholders for discussion, comment, and approval.

3. Conceptual Design

Based upon the Stakeholder-approved needs assessment and building program, at least three conceptual design options for the Justin Animal Shelter Project will be presented.

Feasibility Study Document

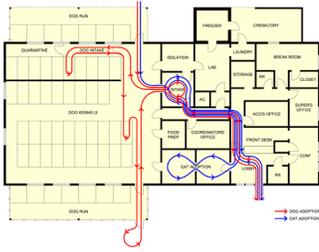
Phase I or Phase I & 2 or Phase I, 2 & 3 is published with the appropriate municipality and county sign-off signatures to formally document the Stakeholder consensus.

7.1 User Group			
Dr. W. Stephen Derriso	Dean, College of Agricultural and Environmental Sciences	<i>W.S. Derriso</i>	1-19-18
Dr. Wayne Alby	Department Head, Agricultural and Consumer Sciences	<i>Wayne Alby</i>	1-18-2018
Dr. T. Wayne Schneider	Department Head, Wildlife, Sustainability, and Ecosystem Sciences	<i>T. Wayne Schneider</i>	18 Jan 2018
Dr. Frank Dentler	Department Head, Animal Science and Veterinary Technology	<i>Frank Dentler</i>	1/18/18
Mr. Adam Ward	Director of Facilities	<i>Adam Ward</i>	1-18-18
Ms. Susan Turbulice	Associate Director of Planning, Design, and Construction	<i>Susan Turbulice</i>	1/18/2018
7.2 System Member Administration:			
Dr. B. Dennis Oltman	President / CEO	<i>B. Dennis Oltman</i>	1/18/18
Dr. Rick Richardson	Interim Vice President for Finance and Administration	<i>Rick Richardson</i>	01.25.18
Dr. Karen Murray	Research and Extension Vice President for Academic Affairs	<i>Karen Murray</i>	1-19-18

B.3 Feasibility Study Proposal

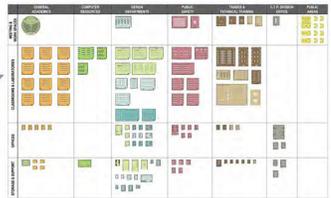
Phase 1 - Needs Assessment		\$15,000
1. Stakeholder Questionnaire	\$3,000	
2. Responses' data published	\$2,000	
3. Stakeholders Meeting in Justin ¹	\$5,000	
a. Goals		
b. Facility Size		
c. Budget		
d. Schedule		
e. Master Plan		
f. Options		
4. Needs Assessment Draft	\$5,000	
a. Stakeholder Presentation in Justin ²		
b. Discussion		
c. Comments		
d. Stakeholder-approved Draft		
e. Stakeholders' Sign-Off Signatures		
Phase 2 - Building Program & Site Selection		\$20,000
1. Building Program	\$10,000	
a. Animals		
b. Public		
c. Volunteers		
d. Staff		
e. Adjancencies		
2. Site Selection Options	\$5,000	
a. Visibility		
b. Accessibility		
c. Utilities		
d. Buildability		
3. Stakeholders' Meeting in Justin ³	\$5,000	
a. Program and Site Presentation		
b. Discussion		
c. Comments		
d. Final Draft		
e. Stakeholders' Sign-Off Signatures		
Phase 3 - Conceptual Design, Schedule & Budget		\$25,000
1. Conceptual Design Options (3 minimum)	\$15,000	
a. Floor Plan		
b. Site Plan		
c. Elevations		
d. 3D Model		
2. Project Schedule Options	\$2,000	
a. Drawings		
b. Bidding and Permitting		
c. Construction		
3. Project Budget Options	\$2,000	
a. Sort Cost		
b. Hard Costs		
4. Stakeholders' Meeting in Justin ⁴	\$6,000	
a. Design, Schedule and Budget Presentation		
b. Discussion		
c. Comments		
d. Final Draft		
e. Stakeholders' Sign-Off Signatures		
TOTAL FEE (includes four Stakeholders' Meetings in Justin)		\$60,000

Feasibility Study Phase Options	
Phase 1	\$15,000
Phase 1 & 2	\$35,000
Phase 1, 2 & 3	\$60,000



New Plano Campus Space Program
DRAFT #4 - November 1, 2006
Prepared by Dr. Deborah Lovingsood, Executive Vice President of Educational Affairs/Chief Learning Officer

No.	Function/Space Name	City	NSF	Total NSF
1.0 Credit Instruction				
1.1	Reading Lab		1,100	1,100
1.2	Exam Rooms Lab		1,100	1,100
1.3	College Earth Science (High School)		800	800
1.4	College Earth Science (College Student)		800	800
1.5	College Earth Science (College Student)		800	800
1.6	College Earth Science (College Student)		800	800
1.7	College Earth Science (College Student)		800	800
1.8	College Earth Science (College Student)		800	800
1.9	College Earth Science (College Student)		800	800
1.10	College Earth Science (College Student)		800	800
1.11	College Earth Science (College Student)		800	800
1.12	College Earth Science (College Student)		800	800
1.13	College Earth Science (College Student)		800	800
1.14	College Earth Science (College Student)		800	800
1.15	College Earth Science (College Student)		800	800
1.16	College Earth Science (College Student)		800	800
1.17	College Earth Science (College Student)		800	800
1.18	College Earth Science (College Student)		800	800
1.19	College Earth Science (College Student)		800	800
1.20	College Earth Science (College Student)		800	800
1.21	College Earth Science (College Student)		800	800
1.22	College Earth Science (College Student)		800	800
1.23	College Earth Science (College Student)		800	800
1.24	College Earth Science (College Student)		800	800
1.25	College Earth Science (College Student)		800	800
1.26	College Earth Science (College Student)		800	800
1.27	College Earth Science (College Student)		800	800
1.28	College Earth Science (College Student)		800	800
1.29	College Earth Science (College Student)		800	800
1.30	College Earth Science (College Student)		800	800
1.31	College Earth Science (College Student)		800	800
1.32	College Earth Science (College Student)		800	800
1.33	College Earth Science (College Student)		800	800
1.34	College Earth Science (College Student)		800	800
1.35	College Earth Science (College Student)		800	800
1.36	College Earth Science (College Student)		800	800
1.37	College Earth Science (College Student)		800	800
1.38	College Earth Science (College Student)		800	800
1.39	College Earth Science (College Student)		800	800
1.40	College Earth Science (College Student)		800	800
1.41	College Earth Science (College Student)		800	800
1.42	College Earth Science (College Student)		800	800
1.43	College Earth Science (College Student)		800	800
1.44	College Earth Science (College Student)		800	800
1.45	College Earth Science (College Student)		800	800
1.46	College Earth Science (College Student)		800	800
1.47	College Earth Science (College Student)		800	800
1.48	College Earth Science (College Student)		800	800
1.49	College Earth Science (College Student)		800	800
1.50	College Earth Science (College Student)		800	800
1.51	College Earth Science (College Student)		800	800
1.52	College Earth Science (College Student)		800	800
1.53	College Earth Science (College Student)		800	800
1.54	College Earth Science (College Student)		800	800
1.55	College Earth Science (College Student)		800	800
1.56	College Earth Science (College Student)		800	800
1.57	College Earth Science (College Student)		800	800
1.58	College Earth Science (College Student)		800	800
1.59	College Earth Science (College Student)		800	800
1.60	College Earth Science (College Student)		800	800
1.61	College Earth Science (College Student)		800	800
1.62	College Earth Science (College Student)		800	800
1.63	College Earth Science (College Student)		800	800
1.64	College Earth Science (College Student)		800	800
1.65	College Earth Science (College Student)		800	800
1.66	College Earth Science (College Student)		800	800
1.67	College Earth Science (College Student)		800	800
1.68	College Earth Science (College Student)		800	800
1.69	College Earth Science (College Student)		800	800
1.70	College Earth Science (College Student)		800	800
1.71	College Earth Science (College Student)		800	800
1.72	College Earth Science (College Student)		800	800
1.73	College Earth Science (College Student)		800	800
1.74	College Earth Science (College Student)		800	800
1.75	College Earth Science (College Student)		800	800
1.76	College Earth Science (College Student)		800	800
1.77	College Earth Science (College Student)		800	800
1.78	College Earth Science (College Student)		800	800
1.79	College Earth Science (College Student)		800	800
1.80	College Earth Science (College Student)		800	800
1.81	College Earth Science (College Student)		800	800
1.82	College Earth Science (College Student)		800	800
1.83	College Earth Science (College Student)		800	800
1.84	College Earth Science (College Student)		800	800
1.85	College Earth Science (College Student)		800	800
1.86	College Earth Science (College Student)		800	800
1.87	College Earth Science (College Student)		800	800
1.88	College Earth Science (College Student)		800	800
1.89	College Earth Science (College Student)		800	800
1.90	College Earth Science (College Student)		800	800
1.91	College Earth Science (College Student)		800	800
1.92	College Earth Science (College Student)		800	800
1.93	College Earth Science (College Student)		800	800
1.94	College Earth Science (College Student)		800	800
1.95	College Earth Science (College Student)		800	800
1.96	College Earth Science (College Student)		800	800
1.97	College Earth Science (College Student)		800	800
1.98	College Earth Science (College Student)		800	800
1.99	College Earth Science (College Student)		800	800
1.100	College Earth Science (College Student)		800	800
Subtotal			17,840	17,840
2.0 Community Education/Workforce Development				
2.1	Classroom with attached or storage lab (100)		500	500
Subtotal			500	500
3.0 One-Stop Student Services Center				
3.1	Student Manager Office		100	100
3.2	Student Assistant Desk Unit		100	100
3.3	Program Navigator/Registration Desk Unit		100	100
3.4	Admission		100	100
3.5	Program and Advising		100	100
3.6	Registration/Burial Counter		100	100
3.7	Student Army (storage waiting for all)		100	100
3.8	Resource & Promotional Materials Market		100	100
3.9	Mail/Registration Counter Unit		100	100
3.10	Student Support/Registration Counter Unit		100	100
3.11	Admission/Registration Counter Unit		100	100
3.12	Admission/Registration Counter Unit		100	100
3.13	Admission/Registration Counter Unit		100	100
3.14	Admission/Registration Counter Unit		100	100
3.15	Admission/Registration Counter Unit		100	100
3.16	Admission/Registration Counter Unit		100	100
3.17	Admission/Registration Counter Unit		100	100
3.18	Admission/Registration Counter Unit		100	100
3.19	Admission/Registration Counter Unit		100	100
3.20	Admission/Registration Counter Unit		100	100
3.21	Admission/Registration Counter Unit		100	100
3.22	Admission/Registration Counter Unit		100	100
3.23	Admission/Registration Counter Unit		100	100
3.24	Admission/Registration Counter Unit		100	100
3.25	Admission/Registration Counter Unit		100	100
3.26	Admission/Registration Counter Unit		100	100
3.27	Admission/Registration Counter Unit		100	100
3.28	Admission/Registration Counter Unit		100	100
3.29	Admission/Registration Counter Unit		100	100
3.30	Admission/Registration Counter Unit		100	100
3.31	Admission/Registration Counter Unit		100	100
3.32	Admission/Registration Counter Unit		100	100
3.33	Admission/Registration Counter Unit		100	100
3.34	Admission/Registration Counter Unit		100	100
3.35	Admission/Registration Counter Unit		100	100
3.36	Admission/Registration Counter Unit		100	100
3.37	Admission/Registration Counter Unit		100	100
3.38	Admission/Registration Counter Unit		100	100
3.39	Admission/Registration Counter Unit		100	100
3.40	Admission/Registration Counter Unit		100	100
3.41	Admission/Registration Counter Unit		100	100
3.42	Admission/Registration Counter Unit		100	100
3.43	Admission/Registration Counter Unit		100	100
3.44	Admission/Registration Counter Unit		100	100
3.45	Admission/Registration Counter Unit		100	100
3.46	Admission/Registration Counter Unit		100	100
3.47	Admission/Registration Counter Unit		100	100
3.48	Admission/Registration Counter Unit		100	100
3.49	Admission/Registration Counter Unit		100	100
3.50	Admission/Registration Counter Unit		100	100
3.51	Admission/Registration Counter Unit		100	100
3.52	Admission/Registration Counter Unit		100	100
3.53	Admission/Registration Counter Unit		100	100
3.54	Admission/Registration Counter Unit		100	100
3.55	Admission/Registration Counter Unit		100	100
3.56	Admission/Registration Counter Unit		100	100
3.57	Admission/Registration Counter Unit		100	100
3.58	Admission/Registration Counter Unit		100	100
3.59	Admission/Registration Counter Unit		100	100
3.60	Admission/Registration Counter Unit		100	100
3.61	Admission/Registration Counter Unit		100	100
3.62	Admission/Registration Counter Unit		100	100
3.63	Admission/Registration Counter Unit		100	100
3.64	Admission/Registration Counter Unit		100	100
3.65	Admission/Registration Counter Unit		100	100
3.66	Admission/Registration Counter Unit		100	100
3.67	Admission/Registration Counter Unit		100	100
3.68	Admission/Registration Counter Unit		100	100
3.69	Admission/Registration Counter Unit		100	100
3.70	Admission/Registration Counter Unit		100	100
3.71	Admission/Registration Counter Unit		100	100
3.72	Admission/Registration Counter Unit		100	100
3.73	Admission/Registration Counter Unit		100	100
3.74	Admission/Registration Counter Unit		100	100
3.75	Admission/Registration Counter Unit		100	100
3.76	Admission/Registration Counter Unit		100	100
3.77	Admission/Registration Counter Unit		100	100
3.78	Admission/Registration Counter Unit		100	100
3.79	Admission/Registration Counter Unit		100	100
3.80	Admission/Registration Counter Unit		100	100
3.81	Admission/Registration Counter Unit		100	100
3.82	Admission/Registration Counter Unit		100	100
3.83	Admission/Registration Counter Unit		100	100
3.84	Admission/Registration Counter Unit		100	100
3.85	Admission/Registration Counter Unit		100	100
3.86	Admission/Registration Counter Unit		100	100
3.87	Admission/Registration Counter Unit		100	100
3.88	Admission/Registration Counter Unit		100	100
3.89	Admission/Registration Counter Unit		100	100
3.90	Admission/Registration Counter Unit		100	100
3.91	Admission/Registration Counter Unit		100	100
3.92	Admission/Registration Counter Unit		100	100
3.93	Admission/Registration Counter Unit		100	100
3.94	Admission/Registration Counter Unit		100	100
3.95	Admission/Registration Counter Unit		100	100
3.96	Admission/Registration Counter Unit		100	100
3.97	Admission/Registration Counter Unit		100	100
3.98	Admission/Registration Counter Unit		100	100
3.99	Admission/Registration Counter Unit		100	100
3.100	Admission/Registration Counter Unit		100	100
Subtotal			3,500	3,500



A. Needs Assessment

1. Needs Assessment Questionnaire
 - a. Justin
 - b. Decatur
 - c. New Fairview
 - d. Rhome
 - e. Boyd
 - f. Northlake
 - g. Paradise
 - h. Krum
 - i. Ponder
 - j. Denton County
 - k. Wise County
2. 8-11 Questionnaire Responses
3. Stakeholders' Discussion Meetings in Justin Agenda
 - a. Project Goals
 - b. Facility Size
 - c. Budget
 - d. Schedule
 - e. Master Plan
4. Needs Assessment Meeting Notes

B. Building Program & Site Selection

1. Current site needs
 - a. Building(s)
 - b. Parking
 - c. Exercise Yards
 - d. Livestock
2. Future Site Needs
 - a. Building(s)
 - b. Parking
 - c. Exercise Yards
 - d. Livestock

C. Conceptual Design

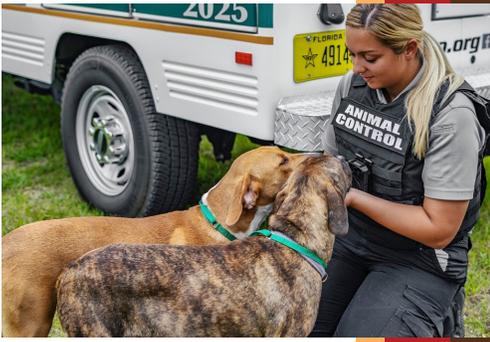
1. Site Plan
2. Floor Plan
3. Elevations
4. 3D Model Views

D. Feasibility Study Document

1. Phase 1 or Phase 1 & 2 or Phase 1, 2 & 3
2. Stakeholder sign-off signatures

B.5 Feasibility Study Schedule

TASK / WEEK	1	2	3	4	5	6	7	8	9	10	11	12
Phase 1 Needs Assessment												
Phase 1 Needs Assessment Stakeholder Comments & Approval												
Phase 2 Building Program & Site Selection												
Phase 2 Building Program & Site Selection Stakeholder Comments & Approval												
Phase 3 Conceptual Design Project Schedule Project Budget												
Phase 3 Conceptual Design, Project Schedule & Project Budget Stakeholder Comments & Approval												



CONNOLLY ARCHITECTS
& CONSULTANTS

NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2 COMMUNICATION



DATE: January 22, 2026

Section: 5. TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING

NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2 COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Northlake Home Rule Charter
SUBJECT: Consider approval of the Meeting Minutes for August 21, 2025 and October 9, 2025
**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.5 - Leverage technology and equipment to deliver services

BACKGROUND INFORMATION:

- Approval of Minutes:
 - August 21, 2025 - TIRZ 2 Meeting
 - October 9, 2025 - TIRZ 2 Meeting

COUNCIL ACTION/DIRECTION:

Approve Proposed Minutes Drafts as Presented



**NORTHLAKE TOWN COUNCIL
SPECIAL MEETING AGENDA
&
TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD MEETING
AGENDA
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING
AGENDA
TAX INCREMENT REINVESTMENT ZONE NUMBER THREE BOARD
MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
AUGUST 21, 2025**

The Northlake Town Council convened in a Special Meeting Agenda & Tax Increment Reinvestment Zone Number One Board Meeting Agenda Tax Increment Reinvestment Zone Number Two Board Meeting Agenda Tax Increment Reinvestment Zone Number Three Board Meeting on August 21, 2025, at 5:30 PM, in the Northlake Town Hall – Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

Roll Call

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

Roll Call:

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

Roger Sessions, Place 4
Maryl Lorencz, Mayor Pro Tem Place 5
Josh Pezzuto, Place 6

Also present were:

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

2. PUBLIC INPUT

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

- None

3. **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE BOARD MEETING**

Mayor Montini recessed the Special Meeting, and convened the meeting of the Tax Increment Reinvestment Zone Number One Board at 5:30 p.m.

A. Public Input

- None

B. Consider approval of the Meeting Minutes for July 10, 2025

APPROVED

The item was presented, and commentary followed.

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

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

NAYS (0): None

ABSENT (0): None

C. Consider approval of the Tax Increment Reinvestment Zone Number One (Canyon Falls), Proposed Budget for Fiscal Year 2025-2026

APPROVED

The item was presented, and commentary followed.

Councilmember Fowler moved to approve the item as presented. Motion seconded by Councilmember Pezzuto. Motion carried.

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

NAYS (0): None

ABSENT (0): None

D. With no further business, Mayor Montini adjourned the meeting at 5:33 p.m.

Note: *The official minutes of the Tax Increment Reinvestment Zone Number One Board meeting will not be considered final until formally approved by the Board at its next duly called and posted regular meeting in accordance with the Texas Open Meetings Act.*

4. **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING**

Mayor Montini convened the Tax Increment Reinvestment Zone Number Two Board Meeting at 5:33 p.m.

A. Public Input

- None

- B. Consider approval of the Meeting Minutes for May 23, 2024

APPROVED

The item was presented, and commentary followed.

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

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

NAYS (0): None

ABSENT (0): None

- C. Consider approval of the Tax Increment Reinvestment Zone Number Two (North Speedway Industrial), Proposed Budget for Fiscal Year 2025-2026

APPROVED

The item was presented, and commentary followed.

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

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

NAYS (0): None

ABSENT (0): None

- D. With no further business, Mayor Montini adjourned the meeting at 5:35 p.m.

Note: *The official minutes of the Tax Increment Reinvestment Zone Number Two Board meeting will not be considered final until formally approved by the Board at its next duly called and posted regular meeting in accordance with the Texas Open Meetings Act.*

5. **TAX INCREMENT REINVESTMENT ZONE NUMBER THREE BOARD MEETING**

Mayor Montini convened the Tax Increment Reinvestment Zone Number Three Board Meeting at 5:35 p.m.

- A. Public Input

- None

- B. Consider approval of the Meeting Minutes for August 8, 2024

APPROVED

The item was presented, and commentary followed.

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

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

NAYS (0): None

ABSENT (0): None

- C. Consider approval of the Tax Increment Reinvestment Zone Number Three (35W/114 Lifestyle Center) Budget for Fiscal Year 2025-2026

APPROVED

The item was presented, and commentary followed.

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

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

NAYS (0): None

ABSENT (0): None

- D. With no further business, Mayor Montini adjourned the meeting at 5:37 p.m. and reconvened the Special Town Council Meeting.

Note: *The official minutes of the Tax Increment Reinvestment Zone Number Three Board meeting will not be considered final until formally approved by the Board at its next duly called and posted regular meeting in accordance with the Texas Open Meetings Act.*

6. ACTION ITEMS

- A. Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, adopting the Proposed Budget and Capital Improvement Program for Fiscal Year 2025- 2026 beginning on October 1, 2025, and ending on September 30, 2026, for the Town of Northlake; Northlake Public Improvement District No. 2 (The Highlands); Tax Increment Financing Zone No. 1 (TIRZ No.1 - Canyon Falls); Tax Increment Financing Zone No. 2 (TIRZ No.2 - North Industrial Speedway); and Tax Increment Financing Zone No. 3 (TIRZ No.3 - 35W/114 Lifestyle Center)

CONTINUED FROM AUGUST 14, 2025

APPROVED ORDINANCE NO. 25-0821A

The item was presented and discussion followed.

Councilmember Sessions moved approve the ordinance as presented adopting and approving the 2025-2026 Fiscal Year budget to be attached as Exhibit A to said ordinance. Motion seconded by Councilmember Holmes. Motion carried.

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

NAYS (0): None

ABSENT (0): None

- B. Consider adoption of an Ordinance, of the Town Council of the Town of Northlake, Texas, accepting and approving the update of the Fiscal Year 2025-2026 Service and Assessment Plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-0821B

The item was presented, and commentary followed.

Mayor Montini opened the public hearing at 5:47 p.m., and with no speakers coming forward, the public hearing was closed at 5:47 p.m.

Councilmember Sessions moved to approve the ordinance as presented, accepting and approving the update of the Fiscal Year 2025-2026 Service and Assessment Plan and an updated assessment roll for The Highlands Public Improvement District in compliance with Chapter 372. Motion seconded by Mayor Montini. Motion carried.

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

NAYS (0): None

ABSENT (0): None

- C. Consider adoption of an Ordinance, of the Town of Northlake, Texas, fixing and levying municipal ad valorem taxes on all taxable property within the corporate limits of the Town of Northlake, Texas for the Fiscal Year beginning October 1, 2025, and ending September 30, 2026, at the rate of \$0.295000 per one hundred dollars (\$100.00) and for directing the assessment thereof; providing for a date on which such taxes become due and delinquent together with penalties and interest thereon; providing for a place of payment; providing for approval of the tax rolls presented to the Town Council

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-0821C

The item was presented, and discussion followed.

Mayor Montini opened the public hearing at 5:48 p.m., and with no speakers coming forward, the public hearing was closed at 5:48 p.m.

Mayor Montini moved that the property tax rate be increased by the adoption of a tax rate of \$0.295000, which is effectively a 13.62% percent increase in the tax rate. Motion seconded by Mayor Pro Tem Lorencz. Motion carried.

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

NAYS (0): None

ABSENT (0): None

- D. Consider adoption of an Ordinance of the Town of Northlake, Texas, ratifying a property tax increase reflected in the Town of Northlake budget for the fiscal year beginning October 1, 2025 and ending September 30, 2026, in accordance with Texas Local Government Code Section 102.007; providing for repeal; providing for severability; and providing an effective date

APPROVED ORDINANCE NO. 25-0821D

The item was presented, and commentary followed.

Councilmember Fowler moved to ratify the property tax increase as reflected in the budget for Fiscal Year 2025-2026. Motion seconded by Mayor Pro Tem Lorencz. Motion carried.

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

NAYS (0): None

ABSENT (0): None

7. ADJOURN

With no further business, Mayor Montini adjourned the meeting at 5:50 p.m.

Brian Montini, TIRZ Number Two Chairperson

Attest:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED AS TO TIRZ NUMBER TWO ACTION ON: _____



**NORTHLAKE TOWN COUNCIL
REGULAR MEETING AGENDA
&
TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD
MEETING MINUTES
TOWN HALL - COUNCIL CHAMBER ROOM
1500 COMMONS CIRCLE, SUITE 300, NORTHLAKE, TEXAS 76226
OCTOBER 9, 2025**

The Northlake Town Council convened in a Regular Meeting Agenda & Tax Increment Reinvestment Zone Number Two Board Meeting on October 9, 2025, at 5:30 PM, in the Northlake Town Hall – Council Chamber Room, 1500 Commons Circle, Suite 300, Northlake, Texas.

1. CALL TO ORDER

A. Roll Call, Invocation, Pledge of Allegiance

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

Roll Call:

Brian Montini, Mayor	Roger Sessions, Place 4
Alexandra Holmes, Place 1	Maryl Lorencz, Mayor Pro Tem Place 5
Michael Ganz, Place 2	Josh Pezzuto, Place 6 - Absent with Notice
Aaron Fowler, Place 3 - Absent with Notice	

Also present were:

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

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

2. ANNOUNCEMENTS, PROCLAMATIONS, AND PRESENTATIONS

A. Presentation - Police Department New Employee Introductions & Administration of Oath of Office

The item was presented by Robert Crawford, Chief of Police, and commentary followed.

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

B. Presentation - American Red Cross Extraordinary Personal Action Award

The item was presented by Robert Crawford, Chief of Police, and commentary followed.

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

Mayor Montini recessed the Regular Meeting at 5:45 p.m. for a photo, and reconvened the Regular Meeting at 5:48 p.m.

C. Briefing - Northlake Police Department Annual Update

The item was presented by Robert Crawford, Chief of Police, Dwight Thornton, Captain, and Michael Coleman, Captain, and commentary followed.

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

D. Briefing - Northlake Police Association

The item was presented by Northlake Police Association, and commentary followed.

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

E. Briefing - Court of Record

The item was presented by LeAnn Oliver, Municipal Court Administrator, and commentary followed.

The Town Council consensus was for staff to pursue the creation of a Court of Record and present an ordinance for consideration at a future meeting.

3. **PUBLIC INPUT**

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

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

- Joel McGregor, address on file - TIRZ 21.4 million over 30 years; who pays the rest of the cost; huge discrepancy, Court of Record -pay for transcript to appeal is not right
- Rena Hardeman, address on file - appreciates policy for homeowners and release of residential documents; do not share plans/plats with DCAD

4. **CONSENT ITEMS**

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

Councilmember Holmes noted her concerns with using the Denton Record Chronicle, and following her comment moved to approve the item as presented. Motion seconded by Councilmember Ganz. Motion Carried.

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- A. Consider approval of the Town Council Meeting Minutes for September 11, 2025
APPROVED
- B. Consider approval of a Resolution of the Town of Northlake, Texas, approving the Town Meetings and Holiday Calendar for the 2026 Calendar Year
APPROVED RESOLUTION NO. 25-69
- C. Consider approval of a Resolution of the Town of Northlake, Texas, approving the Denton Record-Chronicle to serve as the official newspaper of record for all legal and required publications for the Town of Northlake
APPROVED RESOLUTION NO. 25-70
- D. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement/contract with Rush Truck Centers, for a 2026 Peterbilt Model 548 Dump Truck, in an amount not to exceed \$175,476.81
APPROVED RESOLUTION NO. 25-71
- E. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute a purchase agreement with Sam Pack's Five Star Ford, for a 2025 F-350 Truck, in an amount not to exceed \$94,011.58
APPROVED RESOLUTION NO. 25-72
- F. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to execute an agreement/contract with Closner Equipment Co. for 6.5 ton Mauldin asphalt paver, in an amount not to exceed \$188,730
APPROVED RESOLUTION NO. 25-73

5. **TAX INCREMENT REINVESTMENT ZONE NUMBER TWO BOARD MEETING**

- A. The Town Council recessed the Regular meeting at 6:33 p.m., and convened a meeting of the Tax Increment Reinvestment Zone Number Two Board to consider the following:
- B. Public Input
None.
- C. Consider approval of an amendment to the Final Project and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); enlarging the boundaries of the zone; and recommending adoption of an ordinance by the Town Council to approve the same
APPROVED

The item was presented, and discussion followed.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- D. Consider approval of an agreement between the Town of Northlake, Texas, and Northlake Fresh Water Supply District No. 1 of Denton County, to manage and implement the amended plan for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas

APPROVED

The item was presented, and discussion followed.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- E. With no further items to consider, Mayor Montini adjourned the Tax Increment Reinvestment Zone Number Two Board Meeting at 6:41 p.m. and reconvened the Regular Town Council Meeting.

Note: The official minutes of the Tax Increment Reinvestment Zone Number Two Board meeting will not be considered final until formally approved by the Board at its next duly called and posted regular meeting in accordance with the Texas Open Meetings Act.

6. ACTION ITEMS

- A. Consider approval of an Ordinance of the Town of Northlake, Texas, amending the Final Project and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); enlarging the boundaries of the zone; providing a severability clause; and providing an effective date

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-1009A

The item was presented and discussion followed.

Mayor Montini opened the public hearing at 6.42 p.m., with the following speakers coming forward:

- Rena Hardeman, address on file - baseline value for AG; what is the number established at

With no further speakers coming forward, the public hearing was closed at 6:43 p.m.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- B. Consider approval of an Ordinance of the Town of Northlake, Texas, providing for the annexation of approximately 155.783 acres of land generally located east of FM 156, contiguous to the current town limits of Northlake, Texas, at the southern extent of the exclusive extraterritorial jurisdiction (ETJ) of the Town. Case # ANX-25-003

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-1009B

The item was presented, and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 6:45 p.m., and with no speakers coming forward, the public hearing was closed at 6:45 p.m.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- C. Consider approval of an Ordinance of the Town of Northlake, Texas, amending Chapter 9A, "Unified Development Code," of the Code of Ordinances of the Town of Northlake, Texas, as amended, by changing the zoning classification of a 155.783-acre tract of land in the W. Garfield Survey, Abstract No. 448, in the Town of Northlake from "AG" Agricultural to "I-PD" Industrial Planned Development and revising the official zoning map in accordance therewith; providing for the adoption of development standards; providing for the adoption of a concept plan; providing a penalty for violation; providing for severability; providing that this ordinance is cumulative; providing a savings clause; providing for publication; and providing an effective date - Case # 25-PDA00003

- i. Public Hearing
- ii. Consider Approval

APPROVED ORDINANCE NO. 25-1009C

The item was presented, and discussion followed.

Mayor Montini recessed the Regular Meeting and opened the Public Hearing at 6:47 p.m., and with no speakers coming forward, the public hearing was closed at 6:47 p.m.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

- D. Consider approval of a Resolution of the Town of Northlake, Texas, approving and authorizing the Town Manager to negotiate and execute the agreement between the Northlake Fresh Water Supply District No. 1 of Denton County to manage and implement the amended plan for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas
APPROVED RESOLUTION NO. 25-74

The item was presented, and discussion followed.

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

AYES (5): Holmes, Ganz, Montini, Lorencz, Sessions
NAYS (0): None
ABSENT (2): Fowler, Pezzuto

7. EXECUTIVE SESSION

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

The Town Council convened in an Executive Session, at 6:49 p.m. pursuant to Texas Government Code, annotated, Chapter 551 Subchapter D:

A. Section 551.071 - Consultation with Attorney

- i. Potential annexation and development agreement for T and R Investment Holdings LLC property consisting of 0.8-acre, 1.3-acre, 2.1-acre, 0.4-acre, and part of 32.4-acre tracts of land generally located northeast of the intersection of FM 407 and Thompson Road in the extraterritorial jurisdiction of the Town.
- ii. Potential annexation and development agreement for property consisting of a 5.001-acre tract of land generally located on the north side of FM 407, northeast of the intersection with Pecan Parkway, in the extraterritorial jurisdiction of the Town.
- iii. Potential annexation and development agreement for the Northlake 156 & 114 LP property consisting of 156.8-acre tract of land generally located east of FM 156 at the southern extent of the extraterritorial jurisdiction of the Town.
- iv. Potential annexation and development agreement for property consisting of a 15.1-acre tract and a 19.8 acre tract of land generally located on the east of Faight Road and north of Southbay Circle, in the extraterritorial jurisdiction of the Town.
- v. Potential annexation and development agreement for approximately 278 acres of land generally located east of FM 156 and south of Downe Road partly in the extraterritorial jurisdiction of the Town and partly in the Town limits.
- vi. Potential annexation and development agreement for property consisting of 11.0-acre tract of land generally located at termination of Kay Lane in the extraterritorial jurisdiction of the Town.
- vii. Potential annexation and development agreement for property consisting of 20.9-acre tract and 3.0-acre tract of land generally located at termination of Thompson Road in the extraterritorial jurisdiction of the Town.

- viii. Potential annexation and development agreement for Bob Smith Management Company LTD property consisting of 239.6-acre tract of land generally located east of Cleveland-Gibbs Road and north of Denton Creek in Town limits and in the extraterritorial jurisdiction of the Town.
- ix. Potential annexation and development agreement for RO Properties, LLC property consisting of 58.2-acre tract of land generally located west of Cleveland-Gibbs Road and north of Whyte Road in the extraterritorial jurisdiction of the Town.
- x. Potential annexation and development agreement for Florance Endeavors LLC property consisting of a 5.0-acre tract of land generally located east of Florance Road approximately 3,900 feet north of FM 407 in the extraterritorial jurisdiction of the Town.
- xi. Potential annexation and development agreement for Bettye Neely property consisting of 97.9-acre tract of land generally located at the southwest corner of Farm-to-Market 156 and Sam Reynolds Road in the extraterritorial jurisdiction of the Town.
- xii. Potential amendment to development agreement between CM West, LLC and the Town of Northlake for development of Creek Meadows West.
- xiii. Legal matters regarding Northlake Code of Ordinances, Chapter 5, Article 5.11 - Short-Term Rentals, related to enforcement, regulations, permit term, and appeal.
- xiv. Legal matters regarding Retail Sewer Agreement with US Continental Management, LLC.
- xv. Potential violations of Section II. A. "Retail Water Service" of the March 14, 2024, interlocal agreement by and between the Town of Northlake and the City of Justin allocating extraterritorial jurisdiction and retail water and sewer service areas.

B. Section 551.072 - Real Property

- i. Deliberation regarding eminent domain action for the acquisition of the following real property, for the construction and maintenance of road improvements on Faught Road and other public purposes permitted by law:
 - 7325 Faught Road - A1063A Patrick Rock TR 57, 19.834 AC Old DCAD TR #21

C. Section 551.074 - Personnel Matters

- i. Performance Review of Town Manager.

D. Section 551.087 - Economic Development Negotiations

- i. Potential development agreement for Denton Cross Timbers Partners LLC property consisting of 0.7-acre, 7.8-acre, 8.5-acre, 59.9-acre, 24.5-acre, and 1.3-acre tracts of land generally located east of IH 35W approximately 3,800 feet south of FM 1171.
- ii. Potential economic development agreement for Project Rex Two within the Town of Northlake pursuant to the Town Incentives Policy.

8. RECONVENE INTO OPEN SESSION

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

Mayor Montini reconvened the Regular Meeting at 7:58 p.m., to address Council action regarding the items deliberated during Executive Session.

- A. Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a Development Agreement between Florance Endeavors, LLC, and the Town of Northlake (Northlake Vista - Florance North Business Park)

APPROVED RESOLUTION NO. 25-75

The item was presented, and no commentary followed.

Councilmember Holmes moved to authorize the Town Manager to negotiate and execute a Development Agreement between Florance Endeavors, LLC, and the Town of Northlake (Northlake Vista - Florance North Business Park). Motion seconded by Mayor Pro Tem Lorencz. Motion Carried.

AYES (4): Holmes, Ganz, Montini, Lorencz

NAYS (1): Sessions

ABSENT (2): Fowler, Pezzuto

- B. Consider the use of eminent domain to condemn property and consider a Resolution authorizing the filing of eminent domain proceedings for the purpose of obtaining the necessary real property for construction and maintenance of the Faught Road and Drainage Improvement Project and for other public purposes permitted by law

NOT CONSIDERED

9. **ADJOURN**

With no further business, Mayor Montini adjourned the meeting at 8:00 p.m.

Brian Montini, TIRZ Number Two Chairperson

Attest:

Zolaina R. Parker, Town Secretary

MINUTES APPROVED AS TO TIRZ NUMBER TWO ACTION ON: _____

NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2 COMMUNICATION



DATE: January 22, 2026

REF. DOC.: Texas Tax Code, Chapters 311 & 312; TIRZ No. 2 Project and Finance Plan

SUBJECT: Consider approval of an amendment to the Final Project and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); providing for approval of tax abatements in the zone; and recommending adoption of an ordinance by the Town Council to approve the same

**GOALS/
OBJECTIVES:** Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing, Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- Tax Increment Reinvestment Zone (TIRZ) No. 2
 - Created May 23, 2024
 - Approximately 884 acres to be developed by Hillwood for industrial
 - 25-year term
 - Established Town Council as board of directors
 - Amended on October 9, 2025 to expand zone boundaries
 - Added 156 acres for total of approximately 1,040 acres
- Purpose of this Amendment
 - Request for tax abatement received for approximately 120 acres in TIRZ
 - Current Project and Financing Plan does not include tax abatement as authorized incentive
 - Amendment to Project and Financing Plan proposed to implement abatement within TIRZ
 - 10-year tax abatement
 - Abatement would begin in tax year 2031
- After TIRZ board approval and recommendation, Town Council to adopt Ordinance approving Plan following public hearing

COUNCIL ACTION/DIRECTION:

Consider approval of Second Amended Project and Financing Plan for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas

**NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2
SECOND AMENDED
PROJECT PLAN
AND
REINVESTMENT ZONE FINANCING PLAN
JANUARY 22, 2022**

**NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2
BOARD OF DIRECTORS**

Alexandra Holmes	Place 1
Michael Ganz	Place 2
Aaron Fowler	Place 3
Roger Sessions	Place 4
Maryl Lorencz	Place 5
Josh Pezzuto	Place 6
Brian G. Montini	Place 7

Note: Place 8 shall be appointed by the County, if the County participates in the Zone.

I. INTRODUCTION

This Second Amended Project Plan and Reinvestment Zone Financing Plan (the “Second Amended Plan”) is being adopted and approved by the Town of Northlake, Texas (the “Town”) to address necessary changes to Northlake Tax Increment Reinvestment Zone No. 2 (the “Zone” or “TIRZ”), to establish, designate, and authorize tax abatements on a portion of Property within the Zone (the “Property”), which is more particularly described on the attached **Exhibit A**, which incorporated into this Second Amended Plan as if fully set forth herein. The Final Project and Finance Plan was adopted and approved by the Town on May 23, 2024 (the “Original Plan”), and was amended on October 9, 2025, to enlarge the boundaries of the Zone and add additional projects to the Plan (the “First Amendment”). Except as amended by this Second Amended Plan, the Original Plan and the First Amendment are unmodified and remain in full force and effect and are incorporated into this Second Amended Plan as if fully set forth herein for all purposes. Copies of the Original Plan, the First Amendment, and this Second Amended Plan are on file with the Town and available upon request. This Second Amended Plan shall not become effective until approval by the Board and the Town, and governs and controls over the Original Plan and the First Amendment, but only as it concerns the Property described in **Exhibit A**, in the case of any inconsistencies between such plans.

All capitalized terms not defined herein shall have the meanings assigned such terms in the Original Plan and the First Amendment, as applicable, and, if not defined therein, then such terms shall have the meanings assigned in Chapter 311, Texas Tax Code, as amended (the “Act”), or Chapter 312, Texas Tax Code, or the Agreement (defined below) as applicable. The definition of “Property” in this Second Amended Plan is intended in all contexts to apply only to the Property identified in **Exhibit A**. All exhibits attached hereto are incorporated by reference herein.

II. EXECUTIVE SUMMARY

- A.** The Zone is a tax increment reinvestment zone, created by the Town under the authority of the Tax Increment Financing Act, as codified in the Act and Chapter 312 of the Texas Tax Code. The Zone was created by the Town of Northlake, Texas (the “Town”) by Ordinance Number 24-0523A, date May 23, 2024. The Zone was designated with approximately 883.949 acres exclusively in Denton County (the “County”). On May 23, 2024, the Board of Directors of the Zone adopted the Original Plan. The Property is located on a portion of the land identified in the Original Plan.
- B.** On October 9, 2025, the Original Plan was amended by the First Amendment, which expanded the Zone by Ordinance No. 25-1009A to include additional land consisting of approximately 155.783 acres and additional public improvements to include water, sewer, drainage, and road related public

improvements in the Zone. This Second Amended Plan does not affect the First Amendment, or the public improvements included with the First Amendment.

- C. This Second Amended Plan authorizes tax abatement on the Property pursuant to Texas Tax Code Sections 311.013(g) and 311.0125 and Texas Tax Code Ch. 312, which will be contingent upon the Property's final site selection by MP 10X Development LLC, a Delaware limited liability company (the "Company"). If selected, the Town of Northlake, the Board of Directors of the Zone, and the Company will enter into a Tax Abatement Agreement (the "Agreement").
- D. If selected, the Company will also commit under the Agreement to invest a total of at least \$1,169,150,000, consisting of at least \$301,500,000 in construction costs for the real property improvements and at least \$867,650,000 in new tangible personal property to be installed on the Property in connection with manufacturing business operations within the real property improvements. Contingent upon the Company's final site selection of the Property, the Company will commit under the Agreement to create and retain jobs for at least 1,000 Full-Time Employees ("FTEs"), the overall average annual wage of which shall equal at least \$74,315, with a target goal of 1,592 FTEs.
- E. The Town, Board, and the Company acknowledge and agree that the approval of the tax abatements contemplated in the Agreement are expressly contingent upon the approval of State of Texas Economic Incentives, just as the State of Texas Economic Incentives are contingent upon final approval of local incentives. Nothing in the Agreement shall be construed to obligate the Company to select the Town of Northlake, Denton County, Texas, as its site, and the Town's obligations under the Agreement shall not become effective or binding until all such approvals have been duly obtained. If the Town is not selected by the Company, then the Property shall not be eligible for tax abatement under this Second Amended Plan.

III. PROJECT PLAN FOR THE PROPERTY

A. Property Eligible for Tax Abatement

Attached as **Exhibit A** is a legal description and depiction of the Property eligible for tax abatement under Texas Tax Code Sections 311.013(g) and 311.0125, and Texas Tax Code Ch. 312. The real property and eligible tangible personal property to be constructed and located on the Property are eligible to be exempt from taxation through a tax abatement pursuant to the Agreement executed between the Town, the Board, and the Company, as authorized by this Second Amended Plan and Texas Tax Code Sections 311.013(g) and 311.0125, and Texas Tax Code Ch. 312.

B. Existing Uses and Conditions (311.011(b)(1))

The existing uses, conditions, and proposed uses for the Property remain as described in Section 3 of the Original Plan and are unmodified by this Second Amended Plan. The Required Improvements are shown on the “Campus Development Plan”, which is attached hereto as **Exhibit B** (also referred to as the “Project”). The Project is consistent with the existing uses and conditions as provided in the Original Plan, and commercial and industrial uses are authorized and eligible for tax abatement under this Second Amended Plan.

C. Amending Municipal Ordinances and Agreements (311.011(b)(2))

Section 4 of the Original Plan is unmodified by this Second Amended Plan. However, as the Property relates to Section 4, the construction of the Required Improvements for the Project is contingent upon the adoption of the ordinance adopting this Second Amended Plan. The Town must also hold a public hearing on the Second Amended Plan and adopt an ordinance approving the Second Amended Plan to authorize tax abatement on the Property. After approval of the ordinance, any tax abatement agreement will require Board and Town Council approval by resolution. The Company is not requesting any TIRZ increment reimbursements for eligible Project Costs related to public improvements constructed for the Project.

The approval of the tax abatements contemplated in the Agreement are expressly contingent upon the approval of State of Texas Economic Incentives, just as the State of Texas Economic Incentives are contingent upon final approval of local incentives. Nothing in the Agreement shall be construed to obligate the Company to select the Town of Northlake, Denton County, Texas, as its site, and the Town’s obligations under the Agreement shall not become effective or binding until all such approvals have been duly obtained. If the Town is not selected by the Company, then the Property shall not be eligible for tax abatement under this Second Amended Plan.

The Town has adopted and maintains an Incentives Policy pursuant to Texas Local Gov’t Code Ch. 380 and Texas Tax Code Ch. 312, as amended, and the Town has elected to be eligible to participate in tax abatement programs and has established guidelines and criteria governing tax abatement agreements in accordance with Texas Tax Code Ch. 312. The Company has submitted a request for tax abatement and other incentives from the Town in accordance with the Incentives Policy, and Section 14 of the Original Plan is hereby amended to authorize tax abatement on the Property in accordance with the Act and Texas Tax Code Ch. 312.

D. Estimated non-project costs (311.011(b)(3)-(4))

Section 5 of the Original Plan is unmodified by this Second Amended Plan. Section 6 of the Original Plan as it relates to the Property is modified to include the following: The Agreement includes estimated non-project costs of at least \$1,169,150,000, consisting of at least \$301,500,000 in construction costs for the real property improvements and at least \$867,650,000 in new tangible personal property to be installed on the Property in connection with manufacturing business operations within the real property improvements. Contingent upon the Company's final site selection of the Property, the Company will commit under the Agreement to create and retain jobs for at least 1,000 Full-Time Employees ("FTEs"), the overall average annual wage of which shall equal at least \$74,315, with a target goal of 1,592 FTEs.

IV. REINVESTMENT ZONE FINANCING PLAN

A. Project Costs Description (311.011(c)(1)-(2))

Section 7 and Section 8 of the Original Plan remain unmodified, and the non-project costs in this Second Amended Plan do not replace or otherwise amend or limit the Project Costs contained in the Original Plan.

B. Economic Feasibility (311.011(c)(3))

Section 9 of the Original Plan includes an economic feasibility study (the "Study") conducted at the time of the Zone's creation. The Study evaluated the total economic impact of the Zone over the course of the Zone's duration. Tax abatement on the Property minimally impacts the feasibility of the Zone as shown on the attached Exhibit C. During the life of the Zone, increases in taxable value will result not only from an overall increase in underlying real estate values born by a continuation of the existing growth cycle and anticipated increasing demand, but also specific increases in ad valorem values introduced by planned major real estate developments within the boundaries of the Zone. Based on the foregoing factors, the Study anticipates a growth in future tax values of \$2,868,058,102 between January 1, 2023, and January 1, 2048.

The Study validates the feasibility and viability of the additional eligible projects added herein even if tax abatement is authorized on the Property. Further, it is estimated that upon expiration of the term of the Zone, the total Captured Appraised Value of taxable real property in the Zone that is attributable to the Property will be approximately \$1,525,075,267.00 which further validates the feasibility and viability of the plan and the Zone. The feasibility study related to First Amendment is not impacted by the proposed tax abatement on the Property. The Original Plan, as amended by that First

Amendment, and this Second Amended Plan is found to be economically feasible.

C. Estimate of Bonded Indebtedness To be Incurred, Time of Incurring Monetary Obligations, Method of Financing and Special District Combination Financing (311.011(c)(4), (5), and (6))

Section 10, 11, and 12 of the Original Plan, as amended by that First Amendment, remain unmodified by this Second Amended Plan.

D. Current Appraised Value/Captured Appraised Value (311.011(c)(7) and (8))

As indicated in the Original Plan, the base value for the Zone is \$1,527,437.00, as determined by Denton Central Appraisal District. The projected captured appraised value and its resulting incremental revenue for the remaining duration of the Zone, are illustrated on Exhibit C, based on the 2025 Town tax rate. These projections anticipate a total Captured Appraised Value attributable to the Property within the Zone as of January 1, 2032, of \$1,182,175,079.00, and an ultimate Captured Appraised Value attributable to the Property within the Zone as of January 1, 2048, of \$1,525,075,267.00 (inclusive of 2% annual inflation). However, this does not impact the extended date authorized by the First Amendment.

E. Duration of the Zone (311.011(c)(9))

Section 13 of the Original Plan states that the Zone was initially designated to terminate on December 31, 2048, pursuant to the Original Plan, as amended by that First Amendment. This Second Amended Plan does not modify the duration of the Zone. However, to the extent required by law, the designation of the Property for commercial-industrial tax abatement within the Zone expires five (5) years after the effective date of this Ordinance; provided, however, that in the event of a conflict between Texas Tax Code Sec. 312.203 and Sec. 311.013(g) that provides for a time period longer than five (5) years then Section 311.013(g) shall control.

F. Economic Development Program.

Section 14 of the Original Plan is hereby amended as it relates to the Property only, to include the following statement: The Town has adopted and maintains an Incentives Policy pursuant to Texas Local Gov't Code Ch. 380 and Texas Tax Code Ch. 312, as amended, and the Town has elected to be eligible to participate in tax abatement programs and has established guidelines and criteria governing tax abatement agreements in accordance with Texas Tax Code Ch. 312. The Company has submitted a request for tax abatement and other incentives from the Town in accordance with the Incentives Policy, and Section

14 of the Original Plan is hereby amended to authorize tax abatement on the Property in accordance with the Act and Texas Tax Code Ch. 312.

EXHIBIT A

PROPERTY - LEGAL DESCRIPTION

Description of 99.601 Acres

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said remainder tract the following courses and distances:

S 00°17'16"E, 741.58 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet, to the **POINT OF BEGINNING**;

S 51°02'03"E, 437.28 feet, to the beginning of a curve to the right;

with said curve to the right, an arc distance of 595.90 feet, through a central angle of 51°43'51", having a radius of 660.00 feet, the long chord which bears S 25°10'07"E, 575.86 feet;

S 00°41'48"W, 1508.73 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 200.15 feet, through a central angle of 11°42'07", having a radius of 980.00 feet, the long chord which bears S 05°09'15"E, 199.80 feet;

N 61°34'37"W, 1681.05 feet;

S 89°36'48"W, 527.92 feet;

Exhibit A (continued)

Legal Description

N 21°35'27"W, 892.92 feet;

N 00°23'12"W, 359.03 feet;

N 32°04'59"W, 594.79 feet;

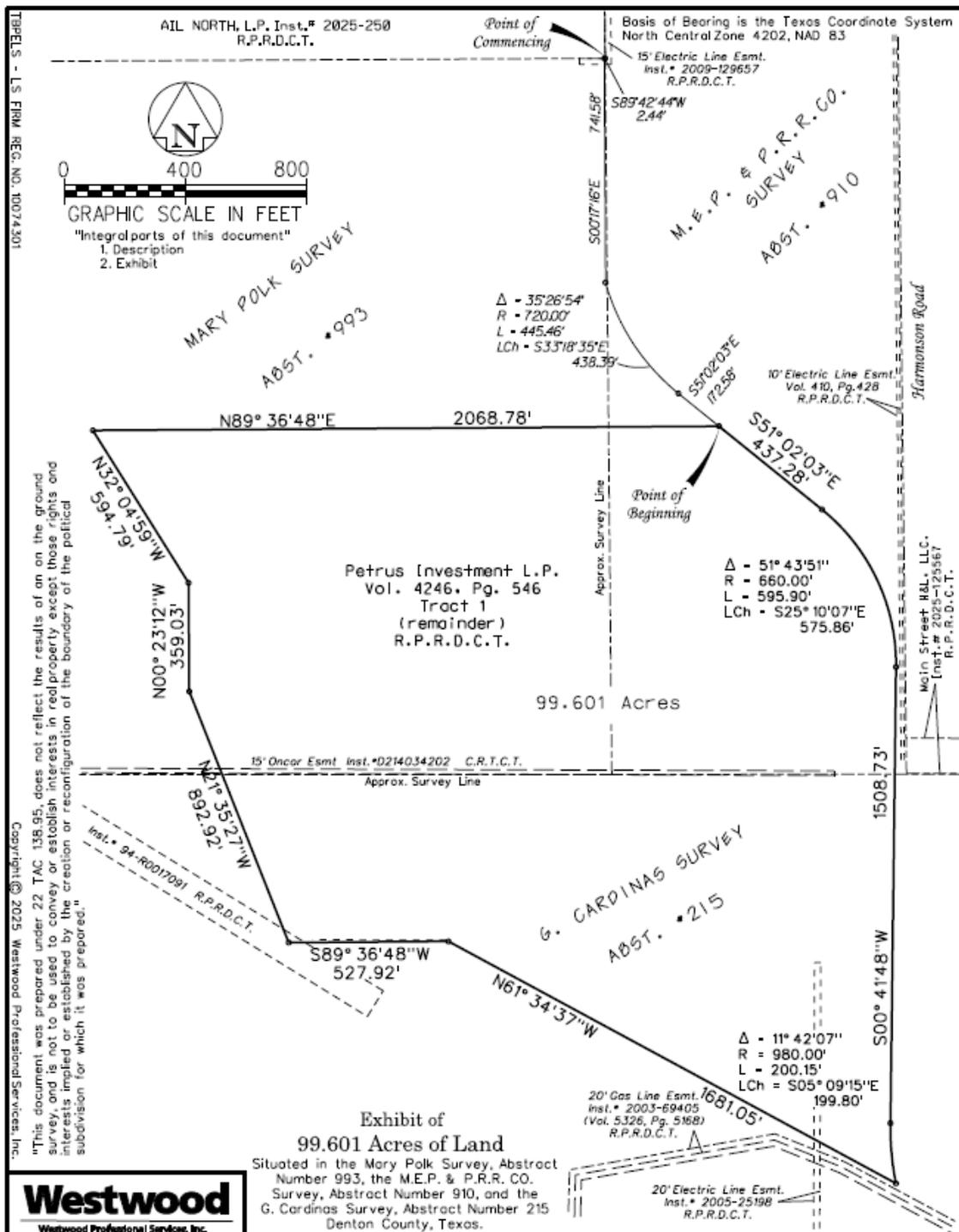
THENCE N 89°36'48"E, 2068.78 feet to the **Point of Beginning** and containing 4,338,623 square feet or 99.601 acres of land more or less.

"Integral parts of this document"

1. Description – 2 pages
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A (continued)
Legal Description



Copyright © 2025 Westwood Professional Services, Inc.
 "This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A (continued)

Legal Description

**Description of
20.716 Acres**

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, and the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said Petrus remainder tract that the following courses and distances:

S 00°17'16"E, 741.58 feet, to the **POINT OF BEGINNING**, being the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet;

S 89°36'48"W, 2068.78 feet;

N 32°04'59"W, 351.22 feet;

N 89°39'03"E, 198.88 feet;

N 00°20'57"W, 178.71 feet;

THENCE N 89°36'48"E, 1682.61 feet to the **Point of Beginning** and containing 902,372 square feet or 20.716 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT C
FEASIBILITY STUDY

Zone Year	Calendar Year	Growth/Year ¹	Taxable Value					Town of Northlake			Total TIRZ Fund Contribution	
			Project Added Value	Total Added Taxable Value ³	Abated Project Value	New Taxable Value	Incremental Value	TIRZ Increment		Town Retained Value	Annual	Cumulative
								%	\$			
Base	2023	0%	\$ -	\$ -		\$ 1,527,437	\$ -	50%	\$ -	\$ -	\$ -	\$ -
1	2024	2%	\$ -	\$ -		\$ 1,557,986	\$ 30,549	50%	\$ -	\$ -	\$ -	\$ -
2	2025	2%	\$ -	\$ -		\$ 1,589,145	\$ 61,708	50%	\$ 45	\$ 45	\$ 45	\$ 45
3	2026	2%	\$ -	\$ 56,736,000		\$ 58,356,928	\$ 56,829,491	50%	\$ 91	\$ 91	\$ 91	\$ 136
4	2027	2%	\$ -	\$ 57,870,720		\$ 117,394,787	\$ 115,867,350	50%	\$ 83,823	\$ 83,823	\$ 83,823	\$ 83,960
5	2028	2%	\$ 89,900,000	\$ 148,928,134		\$ 268,670,817	\$ 267,143,380	50%	\$ 170,904	\$ 170,904	\$ 170,904	\$ 254,864
6	2029	2%	\$ 186,200,000	\$ 246,408,697		\$ 520,452,930	\$ 518,925,493	50%	\$ 394,036	\$ 394,036	\$ 394,036	\$ 648,900
7	2030	2%	\$ -	\$ 61,412,871		\$ 592,274,860	\$ 590,747,423	50%	\$ 765,415	\$ 765,415	\$ 765,415	\$ 1,414,316
8	2031	2%	\$ 893,050,000	\$ 955,691,128	\$ 591,087,540	\$ 906,082,818	\$ 904,555,381	50%	\$ 871,352	\$ 871,352	\$ 871,352	\$ 2,285,668
9	2032	2%	\$ -	\$ 63,893,951	\$ 602,909,290	\$ 988,098,425	\$ 986,570,988	50%	\$ 1,334,219	\$ 1,334,219	\$ 1,334,219	\$ 3,619,887
10	2033	2%	\$ -	\$ 65,171,830	\$ 614,967,476	\$ 1,073,032,224	\$ 1,071,504,787	50%	\$ 1,455,192	\$ 1,455,192	\$ 1,455,192	\$ 5,075,079
11	2034	2%	\$ -	\$ 66,475,267	\$ 627,266,826	\$ 1,160,968,135	\$ 1,159,440,698	50%	\$ 1,580,470	\$ 1,580,470	\$ 1,580,470	\$ 6,655,549
12	2035	2%	\$ -	\$ 67,804,772	\$ 639,812,162	\$ 1,251,992,269	\$ 1,250,464,832	50%	\$ 1,710,175	\$ 1,710,175	\$ 1,710,175	\$ 8,365,724
13	2036	2%	\$ -	\$ 69,160,867	\$ 652,608,405	\$ 1,346,192,982	\$ 1,344,665,545	50%	\$ 1,844,436	\$ 1,844,436	\$ 1,844,436	\$ 10,210,160
14	2037	2%	\$ -	\$ 70,544,085	\$ 665,660,574	\$ 1,443,660,927	\$ 1,442,133,490	50%	\$ 1,983,382	\$ 1,983,382	\$ 1,983,382	\$ 12,193,541
15	2038	2%	\$ -	\$ 71,954,966	\$ 678,973,785	\$ 1,544,489,112	\$ 1,542,961,675	50%	\$ 2,127,147	\$ 2,127,147	\$ 2,127,147	\$ 14,320,688
16	2039	2%	\$ -	\$ 73,394,066	\$ 692,553,261	\$ 1,648,772,960	\$ 1,647,245,523	50%	\$ 2,275,868	\$ 2,275,868	\$ 2,275,868	\$ 16,596,557
17	2040	2%	\$ -	\$ 74,861,947	\$ 706,404,326	\$ 1,756,610,366	\$ 1,755,082,929	50%	\$ 2,429,687	\$ 2,429,687	\$ 2,429,687	\$ 19,026,244
18	2041	2%	\$ -	\$ -		\$ 2,498,146,899	\$ 2,496,619,462	50%	\$ 2,588,747	\$ 2,588,747	\$ 2,588,747	\$ 21,614,991
19	2042	2%	\$ -	\$ -		\$ 2,548,109,837	\$ 2,546,582,400	50%	\$ 3,682,514	\$ 3,682,514	\$ 3,682,514	\$ 25,297,505
20	2043	2%	\$ -	\$ -		\$ 2,599,072,034	\$ 2,597,544,597	50%	\$ 3,756,209	\$ 3,756,209	\$ 3,756,209	\$ 29,053,714
21	2044	2%	\$ -	\$ -		\$ 2,651,053,475	\$ 2,649,526,038	50%	\$ 3,831,378	\$ 3,831,378	\$ 3,831,378	\$ 32,885,092
22	2045	2%	\$ -	\$ -		\$ 2,704,074,544	\$ 2,702,547,107	50%	\$ 3,908,051	\$ 3,908,051	\$ 3,908,051	\$ 36,793,143
23	2046	2%	\$ -	\$ -		\$ 2,758,156,035	\$ 2,756,628,598	50%	\$ 3,986,257	\$ 3,986,257	\$ 3,986,257	\$ 40,779,400
24	2047	2%	\$ -	\$ -		\$ 2,813,319,156	\$ 2,811,791,719	50%	\$ 4,066,027	\$ 4,066,027	\$ 4,066,027	\$ 44,845,427
25	2048	2%	\$ -	\$ -		\$ 2,869,585,539	\$ 2,868,058,102	50%	\$ 4,147,393	\$ 4,147,393	\$ 4,147,393	\$ 48,992,820
Total				\$ 2,150,309,302					\$ 48,992,820	\$ 48,992,820	\$ 48,992,820	

Assumptions			Notes:
Tax Increment Base ²		\$ 1,527,437	1) Values increased at 2% annually
Town AV Rate		0.295	2) Tax increment base estimated as of January 1, 2023 and subject to confirmation by appraisal district
			3) Estimated value spread evenly over 15 years with 2% growth rate plus values based on development of Property subject to proposed abatement.

NORTHLAKE TAX INCREMENT REINVESTMENT ZONE NO. 2 COMMUNICATION



DATE: January 22, 2026

REF. DOC.: Incentives Policy; Incentives Application from MP 10X Development, LLC; TIRZ No. 2 Final Project and Financing Plan as amended

SUBJECT: Consider approval of a Tax Abatement Agreement (“Agreement”) by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the “Town”); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Board”), and MP 10X Development, LLC, a Texas limited liability company (the “Company”)

SEE ALSO TOWN COUNCIL AGENDA POSTED ON DECEMBER 23, 2025

GOALS/OBJECTIVES: Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- MP 10X Development, LLC ("Company") is manufacturer of rare earth materials and magnets
 - Company is considering sites for a new manufacturing facility ("Project")
 - Company's site selection is contingent in part upon incentive approvals
 - Approximately 120 acres near Harmonson Road and FM 156 in Northlake is a finalist site for Project
- Company has submitted application seeking incentives for Project which will include:
 - Total capital investment of at least \$1,169,150,000 consisting of:
 - \$301,500,000 in real property improvements
 - \$867,650,000 in tangible personal property
 - Minimum of 1,000 full-time equivalent jobs with average annual wage of at least \$74,315
 - Target of 1,592 full-time equivalent jobs
- Proposed Tax Abatement Agreement
 - 50% abatement of real and tangible personal property for period of 10 years
 - Company required to meet minimum capital investment and jobs requirements
 - \$1,169,150,000 capital investment
 - 1,000 full-time equivalent jobs
 - TIRZ Board must first approve agreement prior to Town Council action on it
- Additional incentives under consideration by other entities:
 - EDC/CDC with Town Council ratification on this same agenda:
 - Construction sales tax grant: Rebate of construction sales taxes paid to EDC and CDC
 - Jobs grant: \$1,000 per job to maximum of \$1,000,000
 - Denton County: 50% tax abatement to be considered contingent on Northlake abatement approval
 - State: Texas Enterprise Fund (TEF) and Texas Semiconductor Innovation Fund (TSIF)
- Local and State incentives approvals mutually contingent

COUNCIL ACTION/DIRECTION:

Approve and recommend Town Council approval of tax abatement agreement with MP 10X Development, LLC

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (“Agreement”) is entered into by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the “Town”); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Board”), and MP 10X Development LLC, a Delaware limited liability company (the “Company”). The Town, Board, and the Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on December 11, 2014, the Town Council of the Town of Northlake (the “Town Council”) approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the “Policy”) as amended, which: (1) elected to continue its participation in economic development incentives and adopted Economic Development Incentive Program Guidelines and Criteria, which established certain guidelines and criteria for the use of Town incentive programs for private development projects and authorized establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town as required by Texas Tax Code Ch. 312, as amended; and

WHEREAS, in accordance with Texas Tax Code Sec. 312.002 the Policy was amended by the Town Council on February 13, 2025, by Resolution No. 25-07, and the Policy is hereby incorporated into this Agreement by reference; and

WHEREAS, on December 18, 2025, Company submitted an Incentives Application (the “Application”) to the Town concerning Company’s possible plans for development of the Land (defined below), including construction of Required Improvements (defined below) outlined in the Application; and

WHEREAS, as of the date of this Agreement, the Company is evaluating potential locations for its expansion and has not made a final site selection. The parties acknowledge and agree that the approval of the incentives contemplated in this Agreement is expressly contingent upon the approval of State of Texas Economic Incentives, just as the State of Texas Economic Incentives are contingent upon final approval of local incentives. Nothing in this Agreement shall be construed to obligate the Company to select the Town of Northlake, Denton County, Texas, as its site, and the Town’s obligations under this Agreement shall not become effective or binding until all such approvals have been duly obtained; and

WHEREAS, the proposed site under consideration is undeveloped and is located in Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Zone”), which was

created by Town Ordinance No. 23-0914C on September 14th, 2023, pursuant to the Texas Tax Code Ch. 311 (the “TIRZ Act”); and

WHEREAS, the Final Project and Finance Plan for the Zone was adopted by Town Ordinance No. 24-0523A on May 23, 2024, and amended by Ordinance No. 25-1009A on October 9, 2025 (the “Project and Finance Plan”); and

WHEREAS, Company, which manufactures rare earth materials and magnets, is considering expanding its operations by adding new manufacturing facilities at or near Harmonson Road and Farm Road 156, in the Town of Northlake, Denton County, Texas, located within the Zone and on the real property more specifically described in **Exhibit A** (the “Land”), which is not in an improvement project financed by tax increment bonds; and

WHEREAS, the Company plans to construct and install certain Required Improvements (defined below) on the Land to establish a modern campus with multiple buildings with an estimated 1,274,000 square feet of building space designed to support advanced production operations planned across approximately 120 acres (the “Project”); and

WHEREAS, the Board and the Town Council approved an amendment to the Project and Finance Plan at a public meeting and after conducting a public hearing on January 22nd, 2026, by Ordinance No. _____ to authorize tax abatements within the Zone, and the Board and the Town Council approved the execution of this Agreement on January 22nd, 2026, in accordance with Town Council Resolution No. _____; and

WHEREAS, the Board and the Town are authorized to enter into this Agreement, subject to the provisions of Texas Tax Code Sec. 311.0125 and Sec. 312.204, and notwithstanding the provisions of Texas Tax Code Section 312.203, the Town may elect to offer the owners of taxable real property in a reinvestment zone created under the TIRZ Act an exemption (abatement) from taxation of all or part of the value of the taxable real property; and

WHEREAS, the Parties further agree that the Required Improvements qualify as project costs eligible for incentives and inclusion in an economic development program under Texas Local Gov’t Code Ch. 380, Texas Tax Code Ch. 312, Texas Tax Code Sec. 311.010(h), and Section 311.0125 “Tax Abatement Agreements” of the TIRZ Act; and

WHEREAS, the Town finds that construction, installation, financing, and maintenance of the Required Improvements in the Zone promotes the interests of the Town and will serve its public purposes, including, but not limited to (a) developing and diversifying the economy of the Town and the State; (b) eliminating unemployment and underemployment in the Town and State; (c) developing and expanding commerce in the Town and State; (d) stimulating business and commerce within the Town and State; and (e) promoting development and redevelopment within the Town and State; and

WHEREAS, the Town desires to enter into this Agreement to maintain and/or enhance the industrial economic and employment base of the Town to the long-term interest and benefit of the Town, and the Zone in accordance with the Policy, the TIRZ Act, and Texas Tax Code Ch. 312; and

WHEREAS, Contingent upon the Company’s final site selection in the Town of Northlake, the Company has committed under this Agreement to invest a total of at least \$1,169,150,000, consisting of at least \$301,500,000 in Construction Costs for the Real Property Improvements and at least \$867,650,000 in new Tangible Personal Property to be installed on the Land in connection with manufacturing business operations within the Real Property Improvements; and

WHEREAS, Contingent upon the Company’s final site selection in the Town of Northlake, the Company has a target goal of creating and retaining jobs for at least 1,592 Full-Time Employees (“FTEs”) and has committed under this Agreement to create and retain jobs for at least 1,000 FTEs, the overall average annual wage of which shall equal at least \$74,315; and

WHEREAS, Town Council finds that the contemplated use of the Land with the Required Improvements to the Land as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment and retaining development within the Zone in accordance with the purposes and intent of the Policy, applicable law, and the Zone’s creation; and

WHEREAS, Company acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, a copy of this Agreement has been furnished in the manner prescribed by Texas Tax Code Ch. 312 to the presiding officers of the governing bodies of each of the taxing entities in the area in which the Land is located.

NOW THEREFORE, for and in consideration of the recitals above and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.
DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any

general assignment for the benefit of creditors, or the commencement of any proceeding under any Bankruptcy or Insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” means the Taxable Value for the Land for the year in which this Agreement is executed.

“Capital Investment” means a minimum of \$1,169,150,000, which represents the actual cost incurred related to the construction of the Required Improvements, including the actual construction costs of all buildings; machinery and equipment; renovations; site preparation; structures; infrastructure; offsite improvements (if any); utilities; furniture and fixtures; landscaping and onsite improvements, including labor and materials; engineering costs; surveying costs; fees of consultants; and permit and inspection fees. It does not include cost of the Land, insurance costs, legal fees and expenses, marketing costs, or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the Town to Company certifying compliance with applicable building codes and other laws, and indicating a structure to be in a condition suitable for occupation.

“Comptroller” means the Office of the Texas Comptroller of Public Accounts or any successor governmental agency.

“Completion of Construction” means the date that a Certificate of Occupancy has been issued for the entirety of the Project.

“Construction Costs” means with respect to the Required Improvements, the costs incurred and paid by Company for the design, permitting, and construction of the Required Improvements. The term does not include costs for legal fees, the costs of the Land, interest, finance, the cost of financing, management fees, right-of-way, or easements.

“Effective Date” means the date this Agreement is fully executed by the Parties.

“Required Improvements” means, collectively, the new Real Property Improvements and the Tangible Personal Property to be installed on the Land to support the Project, which improvements shall be utilized for the purposes provided in this Agreement. The kind, number and location of all Required Improvements in the Project are more specifically described in **Exhibit B**, attached hereto and made part hereof.

“Expiration Date” means the date when the Parties have satisfied all of their obligations in this Agreement, unless terminated earlier in accordance with this Agreement.

“First Year of Abatement” means the first full Tax Year following (i) the date of the Completion of Construction is achieved for the entirety of the Project or (ii) such other date as may be designated by the Company in writing.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (ii) is beyond the reasonable control of the affected party; (iii) is not due to the affected Party’s fault or negligence; and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land, or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; (f) epidemics or pandemics; and (g) actions or omissions of a governmental authority (including the actions of the Town in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with Town regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of Company or any Affiliate of Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (l) the occurrence of any manpower, material, or equipment shortages except as set forth in (f) above; or (m) any delay, default, or failure (financial or otherwise) of the general contractor or any subcontractor, vendor, or supplier of Company, or any construction contracts for the Project or Required Improvements.

“Full-Time Employees” or “FTE” means the number of employees equivalent to full-time employees under applicable state or federal law, or two (2) part-time employees working twenty (20) hours each is equal to one full-time employee.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the Town.

“Land” means 120 acres of undeveloped real property, more or less, located in the Zone and generally located at Harmonson Road and Farm Road 156, Northlake, Texas, 76247, also described as being part of the Mary Polk Survey, Abstract No. 993, the M.E.P. & P.R.R. Co. Survey, Abstract No. 910, and the G. Cardinas Survey, Abstract No. 215, in the Town of Northlake, Denton County, Texas, as more particularly described in Exhibit A, which is attached hereto and made a part hereof.

“Project” shall have the meaning provided for in the preamble and as further described in this Agreement.

“Real Property Improvements” shall include the Land and any improvements located thereon and shall have the same meaning assigned by Texas Tax Code, Section 1.04(2) and (3).

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company, including but not limited to furniture, fixtures, leasehold improvements, vehicles and equipment located on the Land (or within Project) which, at the time of execution of this Agreement is not on the tax rolls of the Town. Tangible Personal Property does not include inventory, supplies, freeport goods, or goods in transit.

“Tax Year” has the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” means the appraised value as certified by the Denton County Appraisal District as of January 1 of a given Tax Year.

“Term” means the term as defined in Article II of this Agreement.

II. TERM

The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided for herein.

III. DUTIES OF COMPANY

1. **Real Property Improvements.** Company shall have made an aggregate Capital Investment by December 31st, 3031, of Three Hundred One Million, Five Hundred Thousand Dollars (\$301,500,000). If the Company has not made the Capital Investment in the amount above on the entire Project and associated Required Improvements by said date, the Company shall be entitled to a one-year extension to achieve such Capital Investment. In the event that the Company fails to achieve such Capital Investment with the one-year extension period and the Town Manager finds that Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager’s sole, reasonable discretion and upon prior written request by Company for said extension. Company intends to make the Required Improvements in phases, which are currently contemplated as follows:

- i. Company shall provide for the completion of the Required Improvements contemplated in the first phase for no later than December 31, 2028, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than Eighty-Nine Million, Nine Hundred Thousand Dollars (\$89,900,000).
- ii. Company shall provide for the completion of the Required Improvements contemplated in the second phase for no later than December 31, 2029, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than One Hundred Eighty-Six Million, Two Hundred Thousand Dollars (\$186,200,000).

- iii. Company shall provide for the completion of the Required Improvements contemplated in the third phase for no later than December 31, 2031, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than Twenty-Five Million, Four Hundred Thousand Dollars (\$25,400,000).
- iv. For the avoidance of doubt, Clauses (i), (ii), and (iii) of this Article III, Section 1 set forth target phasing goals and a failure to meet the completion dates or dollar amounts set forth therein shall not constitute a breach under this Agreement, provided that the Company shall have made an aggregate Capital Investment of Three Hundred One Million, Five Hundred Thousand Dollars (\$301,500,000) by December 31st, 2031.

2. **Employment Commitment.** Company covenants that at the time of the Effective Date of this Agreement, Company employs and maintains zero (0) FTEs at the Project. The Company will strive to employ and retain a minimum of 1,592 FTEs at the Project campus. The Company commits to meet the following FTE job creation and retention obligation:

- i. No later than ten (10) years after December 31st, 2029, the Company must employ and retain a minimum of 1,000 FTEs at the Project campus (the “FTE Obligation”). If the Company has not met the FTE Obligation by said date, the Company shall be entitled to a one-year extension to achieve such FTE Obligation. In the event that the Company fails to achieve such FTE Obligation with the one-year extension period and the Town Manager finds that Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager’s sole, reasonable discretion and upon prior written request by Company for said extension.

After Completion of Construction of the Project, the average annual wage, measured on a calendar year basis, for all FTE’s provided above, regardless of the total number of such FTEs, shall equal at least Seventy-Four Thousand Three Hundred and Fifteen Dollars (\$74,315). The Town’s determination of the Company’s compliance with the job creation, retention, and employment commitment for each year and, if applicable, the calculation of abatement pursuant to Article IV, Section 2 shall be based upon the employment data provided by the Company to the Town pursuant to this Agreement.

3. **Tangible Personal Property.** The value of the Tangible Personal Property is determined solely by the appraisal district having jurisdiction over the Project, as applicable, at the time and reflected in the certified appraisal roll received by the Town for the Tax Year in question. The Company shall provide for the installation or location of Tangible Personal Property at the Project by December 31, 2031, of Tangible Personal Property with an initial minimum cost of Eight Hundred Sixty Thousand Six Hundred Fifty Thousand Dollars (\$867,650,000). Company shall be entitled to a one-year extension to install the Tangible Personal Property. In the event that the Company fails to install the Tangible Personal Property and the Town Manager finds that

Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager's sole, reasonable discretion and upon prior written request by Company for said extension.

4. Company agrees that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the Project and Required Improvements in accordance with all applicable state and local laws and regulations regarding the design and construction of the Project and Required Improvements or have a valid waiver thereof. Any material changes in the design of the Project and Required Improvements other than in the ordinary course of business during the construction stage must first be approved by the Town. Company shall be responsible for completing and/or correcting any work not constructed in accordance with the Town-approved plans and specifications.

5. During the construction of the Project and the Required Improvements, the Town and its agents and employees, shall have reasonable right of access to the Land to inspect the Project and Required Improvements to confirm compliance with the Town-approved plans and specifications, this Agreement, and all applicable state and local laws and regulations regarding the design and construction of the Project and Required Improvements or that Company has a valid waiver thereof; and subject to the Company's reasonable security requirements, shall have the right during the Term of this Agreement to inspect Land to ensure that the Land are thereafter maintained, operated, and occupied in accordance with this Agreement. Notwithstanding the foregoing, the Town's right to access the Land is conditioned upon the Town providing the Company with ten (10) business days written notice prior to an inspection. Further, any inspection shall be conducted during normal business hours and in a manner so as to not disrupt the business operations of the Company.

6. The Land shall at all times be used in a manner that is consistent with the general purpose of encouraging development and retaining industrial businesses within the Zone. Both Parties agree that the use of the Land for manufacturing Company's materials and products, in accordance with this Agreement, is consistent with such purpose.

7. Company shall grant access to the Town, or such other persons or entities designated by the Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records associated with Capital Investment and job creation and retention related to Company's performance of this Agreement ("Company Records"), provided that the Town has provided five (5) business days prior notice, and the Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, paper and electronic records related to the performance of this Agreement shall be subject to examination or audit by the Town, or such other persons or entities designated by the Town in accordance with state and federal laws, regulations, or directives applicable to Company's performance of this Agreement. The Town agrees, to the extent allowed by law, to maintain the confidentiality of Company Records.

IV. ABATEMENT ALLOWED

1. Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, the Town hereby agrees to grant Company an abatement for a period of ten (10) consecutive years ("Tax Abatement Period") of fifty percent (50%) of the Taxable Value of the Real Property Improvements, as improved by the Project and fifty percent (50%) of the Taxable Value for the Tangible Personal Property, both beginning with the First Year of Abatement. Notwithstanding the foregoing, the actual percentage of Taxable Value of the real property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Real Property Improvements that exceeds the Base Year Tax Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to Company's Tangible Personal Property that is added to the Land subsequent to the Execution of this Agreement. The total amount of taxes abated during the Tax Abatement Period shall not exceed the amount of **\$14,702,431**, provided, however, that in the event the aggregate Construction Costs for the Real Property Improvements exceeds \$301,500,000 and/or the initial minimum cost of Tangible Personal Property installed at the Project exceeds \$867,650,000, then the Town and Company will negotiate in good faith to increase the abatement cap.

2. Notwithstanding the foregoing, if the Company has satisfied its obligations as required by this Agreement except that the FTE Obligation set forth in Article III, Section 3 above is not met, Company and the Town shall have a period of three (3) months to renegotiate the FTE Obligation in good faith. Following such three- (3-) month period, if the FTE Obligation set forth in Article III, Section 3 above is not met, Town hereby agrees to grant Company an abatement, in any given year, of the product of (a) the amount set forth in Article IV, Section 1 above and (b) the number of Full-Time Jobs employed and retained at the Project campus in such year divided by one thousand (1,000). The abatement period and abatement cap shall be as set forth in Article IV, Section 1 above.

3. Company shall provide proof to Town of the job creation and retention obligation and Capital Investment obligation under this Agreement, and any other required consideration. Documentation for jobs may be in the form of TWC Employer Quarterly Reports or employee rosters that show the hours worked and positions filled and such other reports as may be reasonably required. The Town agrees, to the extent allowed by law, to maintain the confidentiality of such information.

4. Company shall before **April 15** of each calendar year that the Agreement is in effect, certify in writing to the governing body of each taxing unit that it's in compliance with each term of this Agreement.

5. The Land and Project constructed thereon at all times shall be used in the manner (i) that conforms to and is consistent with the Town's comprehensive zoning ordinance and all other Town development and building regulations, as amended, and (ii) that, during the period

taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

6. It shall be the responsibility of Company to file an annual exemption application form for the Real Property and Tangible Personal Property with the Denton County Appraisal District pursuant to Texas Tax Code Sec. 11.43, or other applicable law. In addition, pursuant to Texas Tax Code Sec. 312.205(a)(6), as amended, the Company shall certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that the Company is in compliance with each applicable term of this Agreement, including but not limited to the Substantial Completion of the Private Improvements as provided in this Agreement, and the payment of Real Property and Tangible Personal Property taxes owed the Town by Company. Prior to submission of the exemption application to the appraisal district, the Company shall submit the exemption application and certification report to the Town for certification that the requirements for the Tax Abatement set forth in this Agreement have been fulfilled. Failure of the Company to obtain such Town certification with respect to the exemption application may result in the loss of the tax exemption for the year.

7. Company shall annually render the value of the Tangible Personal Property to the Denton County Appraisal District and provide a copy of the same to the Town upon written request.

V. BREACH AND RECAPTURE

1. This Agreement may be cancelled or terminated upon any one or more of the following after which the non-defaulting Party shall no longer have any obligations under this Agreement:

- a) By mutual written agreement of the Parties;
- b) Upon written notice by either Party, if the other Party materially defaults or materially breaches any of the terms or conditions of this Agreement and such default is not cured within sixty (60) days after said written notice, or if default cannot reasonably be cured within sixty (60) days, the defaulting Party does not commence to cure such default within said sixty (60) day period and thereafter diligently proceed with its efforts to cure the same;
- c) Upon written notice by the Town, if Company suffers an event of Bankruptcy or Insolvency;
- d) Upon written notice by the Town, if any Impositions owed to the Town by Company shall have become delinquent (provided however, Company retains the right to cure under this Article V, Section 1(b) above and the right to timely and properly protest and contest any such taxes or Impositions);

- e) Upon written notice by Town to the Company, if Company fails to certify in a written report to the Town by April 15 of each year throughout the term of this Agreement that Company has complied with each applicable term of this Agreement and such failure to provide the written report is not cured within sixty (60) days after said written notice; or
- f) Upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

Notwithstanding anything herein to the contrary, the failure to meet the FTE Obligation set forth in Article III, Section 3 shall not constitute a default or breach of this Agreement

2. If the Town terminates this Agreement pursuant to this Article V, Section 1 (b)-(e) above, the Town may require the Company to pay to the Town the amount of all taxes abated under this Agreement. In determining whether the Agreement should be terminated and whether any taxes will be required to be repaid by Company under this Section, the Town shall take into consideration (a) any fluctuations in the business cycle unique to the Company's business; (b) the effect of market or other external conditions on the Company; and (c) the extent to which the Company or parties that have assumed the obligations of the Company have, collectively, satisfied the job creation, capital investment other obligations contained in this Agreement. To the extent not prohibited by the Policy, the Town will require repayment not disproportionate to the breach.

3. Upon the determination by the Town that taxes shall be repaid under this Agreement, the amount of taxes to be repaid shall become due and payable not later than sixty (60) days after a notice of repayment is provided by the Town. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax, including interest thereon charged at the statutory rate for delinquent taxes as determined by Texas Tax Code Section 33.01. The Town at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of this Agreement shall be based upon the full Taxable Value of the Land and the Tangible Personal Property, without tax abatement for the years in which tax abatement hereunder was received by Company, as determined by the Denton County Appraisal District, multiplied by the Town's tax rate of the years in question.

4. This Agreement inures to the benefit of, and is enforceable by the Town. Company hereby grants to the Town the right to prosecute or take appropriate action, at law or in equity, against Company to recover or recapture any taxes retroactively, or to enforce any other covenant or agreement contained in this Agreement. If the Town substantially prevails in a legal proceeding to enforce this Agreement against Company, the Town is further entitled to recover damages, reasonable attorney's fees, and court costs from Company. Any payment due to the Town under this Agreement is a lien which attaches to the Land and the Improvements thereon on January 1 of each year to secure the payment of all taxes and interest ultimately imposed for the year on the Land and the Improvements.

5. The covenants and agreements contained in this Agreement are covenants and agreements running with the Land, are binding upon Company and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation or other legal entity having or acquiring any right, title or interest in or to any part of the Land from Company, and the Town or Company may record a memorandum of this Agreement in the Official Public Deed Records of Denton County, Texas.

6. The repayment obligations of Company set forth in this Article V shall survive termination of this Agreement.

7. Following the expiration of the Tax Abatement Period under this Agreement, the property subject to this Agreement shall become fully taxable subject to any lawful exemptions and special appraisal that may otherwise apply.

VI. GENERAL PROVISIONS

1. **Mutual Assistance.** Company and the Town shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

2. **Compliance with Law.** The Company shall comply, in all material respects, with all applicable rules, regulations, ordinances, state and federal laws in the operation of the Land and Required Improvements.

3. **Representations and Warranties.** Company represents and warrants to the Town that it is has the requisite authority to enter into this Agreement.

4. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. **Indemnification.** COMPANY SHALL INDEMNIFY, AND HOLD HARMLESS, THE TOWN, ITS OFFICERS, OFFICIALS, CONSULTANTS, AGENTS AND EMPLOYEES, FROM AND AGAINST ACTUAL DAMAGES INCURRED BY TOWN RESULTING FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEY'S FEES, ARISING FROM ANY BREACH ON THE PART OF COMPANY OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF GROSS NEGLIGENCE OF COMPANY, ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN CONSTRUCTION OR DESIGN OF THE REQUIRED IMPROVEMENTS PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY. NOTHING IN THIS INDEMNITY SHALL WAIVE ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW. COMPANY'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, BUT SHALL NOT INCLUDE ANY CLAIMS RESULTING FROM THE TOWN'S OWN OR ITS REPRESENTATIVES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. **Attorney's Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

7. **Limitation of Liability.** The Parties further agree that neither Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

8. **Non-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.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

10. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Company and the Town, and subject to the requirements of Texas Tax Code Ch. 312.

11. **Successors and Assigns; Lender.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the Town, which permission shall be at the sole discretion of the Town; provided, however that upon thirty (30) days' written notice to the Town, the Company may assign its rights under this Agreement to an Affiliate or a wholly-owned subsidiary of the Company.

The Parties hereto acknowledge that the Company may obtain a construction loan (the "Loan") from a private financial institution (the "Bank") to provide financing for certain improvements to be constructed on the Land and that the Loan may be secured by one or more mortgages, deeds of trust, assignments or security interests encumbering the Land. The Town shall, concurrently with sending any notice of default to the Company, send notice of such default to the Bank in the manner provided in Section 12 below at an address to be provided when the Loan is procured. The Town agrees that the Bank shall have the right (but not the obligation) to cure any default by the Company rising under this Agreement and that the Town will accept cure of any

14. **Applicable Law/Venue.** This Agreement is made, performable in, and shall be construed and interpreted under the laws of the State of Texas, without regard to conflict of law or choice of law principles of Texas or any other state. The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Denton County, Texas.

15. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

17. **Undocumented Workers.** Company covenants and certifies that it does not knowingly and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Town the full amount of all payments made under this Agreement, plus five percent (5%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Town.

18. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

19. **Governmental Functions.** The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or attracting major investment in the Zone that would be a benefit to the Land and that would contribute to the economic development of the Town and the State of Texas, even after the Term of this Agreement expires, and is for all purposes a governmental function of the Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out essential governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

20. **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 Force Majeure, the Party so obligated or permitted to perform shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed

21. **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. Company represents and warrants that this Agreement has been approved by appropriate action of Company, and that the individual executing this Agreement on behalf of Company 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 and that the performance by the Parties under this Agreement is authorized by Chapters 311 and 312 of the Texas Tax Code, and other applicable law.

22. **Additional Compliance.** Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the Comptroller the information as required, and any other information the Comptroller considers necessary.

23. **Texas Boycott Prohibitions.** To the extent required by Texas law, Company verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

24. **Ethics Disclosure.** To the extent required by law, Company represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and the Town has not verified such information.

25. **Bondholder Rights.** The Real Property Improvements shall not be financed with tax increment bonds. This Agreement is subject to, and does not impair, the rights of holders of any outstanding bonds issued by the Town.

26. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

27. **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must 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.

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by the undersigned duly authorized officers of the parties hereto to be effective as date of the last signature below:

TOWN OF NORTHLAKE, TEXAS

By: _____

Name: Drew Corn

Title: Town Manager

Date: _____

STATE OF TEXAS §
§
COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Texas, on this day personally appeared Drew Corn, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Town Manager of the Town of Northlake, Texas, and that he is authorized to execute the foregoing instrument as the act of such municipality for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

COMPANY:

**MP 10X DEVELOPMENT LLC, A
DELAWARE LIMITED LIABILITY
COMPANY**

By: _____
Ryan Corbett, Chief Financial Officer

Date: _____

STATE OF NEVADA §
§
COUNTY OF CLARK §

BEFORE ME, the undersigned authority in and for Clark County, Nevada, on this day personally appeared Ryan Corbett, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Chief Financial Officer of MP 10X Development LLC, and that he is authorized to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Nevada

Type or Print Notary's Name

My Commission Expires:

**BOARD OF DIRECTORS OF TAX
INCREMENT REINVESTMENT ZONE
NUMBER TWO, TOWN OF
NORTHLAKE, TEXAS**

By: _____

Name: _____

Title: Chairman of the Board of Directors

Date: _____

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

BEFORE ME, the undersigned authority in and for Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Chairman of the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"), and that he is authorized to execute the foregoing instrument as the act of such Zone for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE LAND AND MAP

Description of 99.601 Acres

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said remainder tract the following courses and distances:

S 00°17'16"E, 741.58 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet, to the **POINT OF BEGINNING**;

S 51°02'03"E, 437.28 feet, to the beginning of a curve to the right;

with said curve to the right, an arc distance of 595.90 feet, through a central angle of 51°43'51", having a radius of 660.00 feet, the long chord which bears S 25°10'07"E, 575.86 feet;

S 00°41'48"W, 1508.73 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 200.15 feet, through a central angle of 11°42'07", having a radius of 980.00 feet, the long chord which bears S 05°09'15"E, 199.80 feet;

N 61°34'37"W, 1681.05 feet;

S 89°36'48"W, 527.92 feet;

N 21°35'27"W, 892.92 feet;

N 00°23'12"W, 359.03 feet;

N 32°04'59"W, 594.79 feet;

THENCE N 89°36'48"E, 2068.78 feet to the Point of Beginning and containing 4,338,623 square feet or 99.601 acres of land more or less.

"Integral parts of this document"

1. Description – 2 pages
2. Exhibit

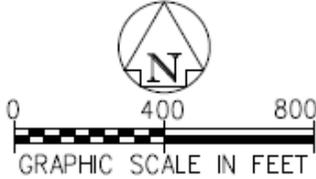
"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

TREBELS - LS FIRM REG. NO. 10074301

AIL NORTH, L.P. Inst. # 2025-250
R.P.R.D.C.T.

Point of Commencing

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83



GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit

MARY POLK SURVEY
ABST. # 993

M.E.P. & P.R.R. CO.
SURVEY
ABST. # 910

$\Delta = 35^{\circ}26'54''$
R = 720.00'
L = 445.46'
LCh = $S33^{\circ}18'35''E$
438.39'

10' Electric Line Esmt.
Vol. 410, Pg. 428
R.P.R.D.C.T.

Harmonson Road

N89° 36'48"E 2068.78'

Point of Beginning

Petrus Investment L.P.
Vol. 4246, Pg. 546
Tract 1
(remainder)
R.P.R.D.C.T.

$\Delta = 51^{\circ}43'51''$
R = 660.00'
L = 595.90'
LCh = $S25^{\circ}10'07''E$
575.86'

99.601 Acres

15' Oncor Esmt. Inst. # D214034202 C.R.T.C.T.
Approx. Survey Line

McIn Street LLC, LLC.
Inst. # 2025-129561
R.P.R.D.C.T.

This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Copyright © 2025 Westwood Professional Services, Inc.

Inst. # 94-R0017091 R.P.R.D.C.T.

G. CARDINAS SURVEY
ABST. # 215

S89° 36'48"W 527.92'

$\Delta = 11^{\circ}42'07''$
R = 980.00'
L = 200.15'
LCh = $S05^{\circ}09'15''E$
199.80'

20' Gas Line Esmt. 1681.05'
Inst. # 2003-69405
(Vol. 5326, Pg. 5168)
R.P.R.D.C.T.

20' Electric Line Esmt.
Inst. # 2005-25198
R.P.R.D.C.T.

Exhibit of 99.601 Acres of Land

Situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. CO. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215
Denton County, Texas.



8620 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH# 817-462-3350

JOB # 0076573	DRAWN BY: W.Blades	CHECKED BY: T,Bridges	DATE: 12.16.25	PAGE # 3 of 3
---------------	--------------------	-----------------------	----------------	---------------

10076573_00106 CAD\06N\SURVEY\0076573_Ext.dwg 12/16/2025 5:19:27 PM

**Description of
20.716 Acres**

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, and the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said Petrus remainder tract that the following courses and distances:

S 00°17'16"E, 741.58 feet, to the **POINT OF BEGINNING**, being the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet;

S 89°36'48"W, 2068.78 feet;

N 32°04'59"W, 351.22 feet;

N 89°39'03"E, 198.88 feet;

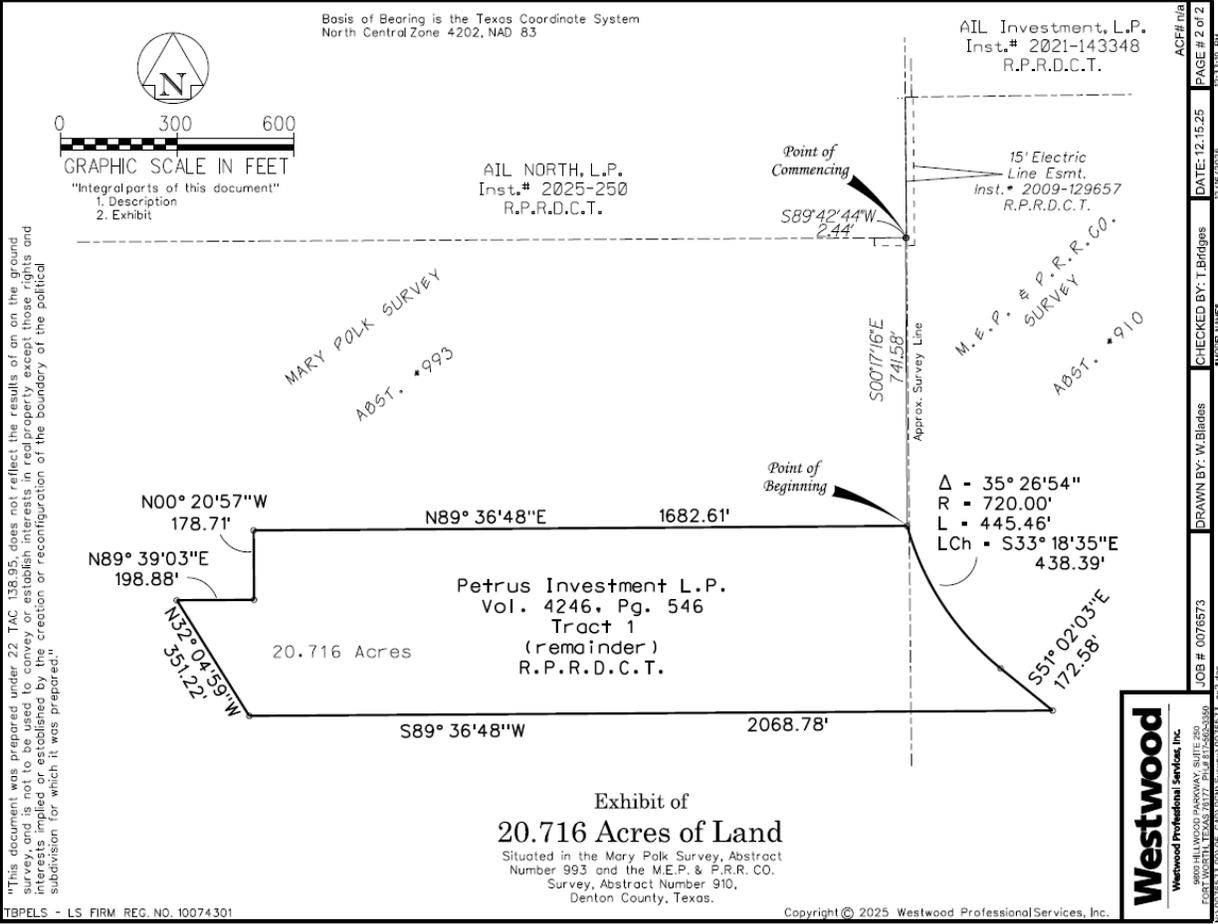
N 00°20'57"W, 178.71 feet;

THENCE N 89°36'48"E, 1682.61 feet to the **Point of Beginning** and containing 902,372 square feet or 20.716 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."



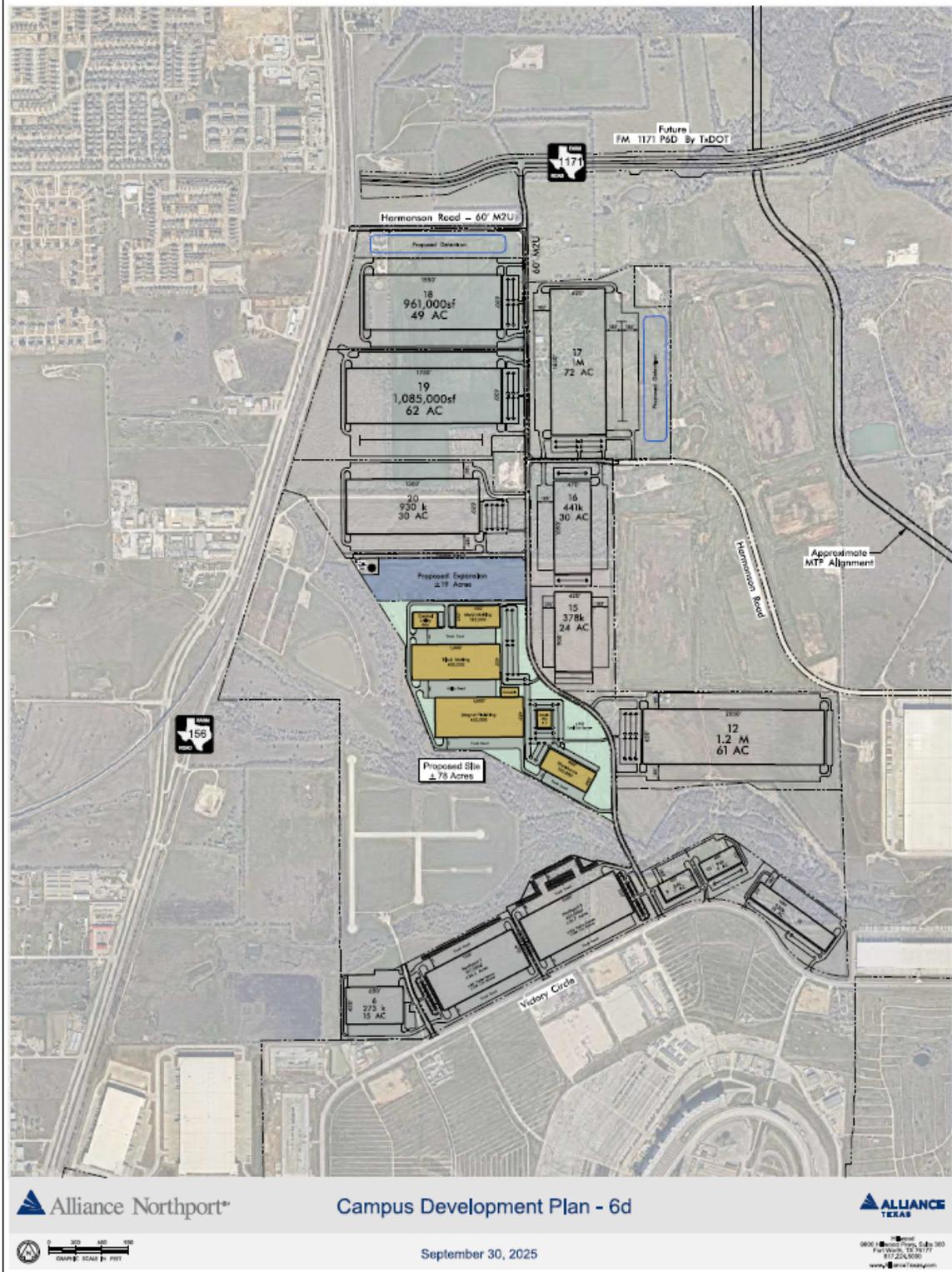
TBPELS - LS FIRM REC. NO. 10074301

Copyright © 2025 Westwood Professional Services, Inc.

Exhibit of
20.716 Acres of Land
Situated in the Mary Polk Survey, Abstract
Number 993 and the M.E.P. & P.R.R. CO.
Survey, Abstract Number 910,
Denton County, Texas.

EXHIBIT B

REQUIRED IMPROVEMENTS – CAMPUS DEVELOPMENT PLAN



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

Section: 6. COUNCIL ACTION ITEMS

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

REF. DOC.: Texas Tax Code, Chapters 311 & 312; TIRZ No. 2 Project and Finance Plan

SUBJECT: Consider adoption of an Ordinance of the Town of Northlake, Texas, amending the Final Project and Financing Plan (the "Plan") for Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"); providing for approval of tax abatements in the zone; providing a severability clause; and providing an effective date

- i. Public Hearing
- ii. Consider Approval

GOALS/ OBJECTIVES: Invest in Infrastructure; 4.1 - Leverage funding sources for needed infrastructure financing, Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- See TIRZ No. 2 item for details and copy of Second Amended Project and Financing Plan
- After TIRZ board approval and recommendation, Town Council to approve Plan following public hearing

COUNCIL ACTION/DIRECTION:

- Hold public hearing
- Approve Second Amended Project and Financing Plan for Reinvestment Zone Number Two, Town of Northlake, Texas



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL ORDINANCE**

NO.

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, AMENDING THE FINAL PROJECT AND FINANCE PLAN (THE “PLAN”) FOR TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, TOWN OF NORTHLAKE, TEXAS (THE “ZONE”); AUTHORIZING TAX ABATEMENT ON PROPERTY WITHIN THE ZONE PURSUANT TO TEXAS TAX CODE SECTIONS 311.013(G) AND 311.0125, AND TEXAS TAX CODE CHAPTER 312; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, on September 14, 2023, the Town of Northlake, Texas (the “Town”) approved and adopted Ordinance No. 23-0914C, pursuant to Chapter 311 of the Texas Tax Code, as amended (the “Act”), which among other things, created, established, and designated Reinvestment Zone Number Two, Town of Northlake, Texas (the “Zone”); established a Board of Directors for the Zone (“Zone Board”); and established a tax increment fund (the “TIRZ Fund”) into which the Town is required by the Act to deposit its tax increment for approximately 883.949 acres of land lying wholly within the Town limits of the Town; and

WHEREAS, on May 23, 2024, by Ordinance No. 24-0523A, the Zone Board and the Town Council of the Town (“Town Council”) each approved and adopted a Final Project and Finance Plan (the “Plan”) for the Zone; and

WHEREAS, on October 9, 2025, by Ordinance No. 25-1009A, the Zone Board and the Town Council, amended the Plan by approving and adopting the “First Amended Project Plan and Reinvestment Zone Financing Plan” (the “First Amendment”), which also enlarged the Zone by adding certain property to the Zone consisting of approximately 155.783 acres of land in Denton County, Texas; and

WHEREAS, the Town desires to amend the Plan, as amended by that First Amendment, to authorize tax abatement on certain property within the Zone, as more particularly described and identified on the attached **Exhibit A** (the “Property”), pursuant to Texas Tax Code Sections 311.013(g) and 311.0125 and Texas Tax Code Ch. 312; and

WHEREAS, the Town Council desires to amend the Plan, as amended by that First Amendment, by adopting the “Second Amended Project Plan and Reinvestment Zone Financing Plan” as provided in **Exhibit B** (the “Amended Plan”), which is attached to this Ordinance as if fully set forth herein; and

WHEREAS, a notice of public hearing was published, mailed, and delivered in accordance with Texas Tax Code Sec. 311.003 and Texas Tax Code Sec. 312.201, not later than the seventh (7th) day prior to the public hearing, which was held on January 22, 2026; and

WHEREAS, the Zone Board convened in a public meeting on January 22, 2026, and recommended approval and adoption of this Ordinance; and

WHEREAS, the Town Council convened in a public meeting and held a public hearing on January 22, 2026, and at the public hearing all interested persons were allowed to speak for or against including the Property in the Zone, the Amended Plan, the authorization of tax abatement in the Zone, and the concept of tax increment financing, and property owners were given a reasonable opportunity to protest the Amended Plan and the designation and eligibility of the Property for tax abatement; and

WHEREAS, the Town Council finds and determines that: (1) the area where the Property is located within the Zone, as identified in the attached **Exhibit A**, is eligible for commercial-industrial tax abatement; (2) the Property is currently undeveloped, predominately open, and if it remains undeveloped or open now or in the future it will substantially impair or arrest the sound growth of the Town; (3) it's reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the Zone that would be a benefit to the Property and that would contribute to the economic development of the Town; (4) the Property is located within the taxing jurisdiction of the Town; and (5) the Zone constitutes an area that satisfies the requirements of Texas Tax Code Sec. 312.202, and Texas Tax Code Sections 311.013(g) and 311.0125; and

WHEREAS, to the extent required by law, the designation of the Property for commercial-industrial tax abatement within the Zone expires five (5) years after the effective date of this Ordinance; provided, however, that in the event of a conflict between Texas Tax Code Sec. 312.203 and Sec. 311.013(g) that provides for a time period longer than five (5) years, then Section 311.013(g) shall control; and

WHEREAS, the Town Council has elected to be eligible to participate in tax abatement and has established guidelines and criteria governing tax abatement agreements in accordance with Texas Tax Code Ch. 312; and

WHEREAS, the Town has taken all actions required by law to adopt the Amended Plan including, but not limited to, all actions required by the Act, Texas Tax Code Ch. 312, the Texas Open Meetings Act, and all other applicable laws of the State of Texas; and

WHEREAS, in accordance with the public purposes of the Act and Texas Tax Code Ch. 312, and in the exercise of the Town's governmental functions and in the interest of the health, safety, and welfare of the general public, the Town Council desires to approve the Amended Plan and authorize and approve the eligibility of the Property for tax abatement within the Zone.

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

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

and factual findings in Ordinance No. 23-0914C, Ordinance No. 24-0523A, and Ordinance No. 25-1009A.

Section 2. The Amended Plan for the Zone conforms with and satisfies all requirements set forth in Texas Tax Code Ch. 312, and Sections 311.007, 311.011, 311.013(g), and 311.0125 of the Act.

Section 3. The Town Council hereby designates and authorizes the Property to be exempt from taxation and the collection of tax increment for purposes of tax abatement in accordance with the Act and Texas Tax Code Ch. 312. The area of tax abatement coincides with the boundaries of the Property as described and depicted on the attached **Exhibit A**, which is incorporated into this Ordinance for all purposes. The Town Council hereby finds and determines that the Property located in the Zone satisfies the conditions and criteria required by Texas Tax Code Ch. 312, and the Act, which are also identified in Ordinance No. 23-0914C, Ordinance No. 24-0523A, and Ordinance No. 25-1009A, and incorporated into this Ordinance.

Section 4. The Town Council hereby adopts and approves the Amended Plan, a copy of which is attached as **Exhibit B**, and is incorporated into this Ordinance for all purposes. The Town Council, pursuant to Section 311.011 of the Act finds that the Amended Plan is economically feasible. The Town Council further finds that improvements in the Zone, as it concerns the Property, will significantly enhance the value of the taxable real property in the Zone, and will be of general benefit to the Town, and further finds that the area meets the requirements of Section 311.005 of the Act, and the requirements of Texas Tax Code Sec. 312.202.

Section 5. Pursuant to Section 311.010(h) of the Act and Article III, Section 52-a of the Texas Constitution, the Town Council hereby authorizes the Zone Board, as necessary or convenient to implement the Amended Plan and achieve its purposes, to establish and provide for the administration of one or more programs for the public purposes of developing and diversifying the economy of the Zone, eliminating unemployment and underemployment in the Zone, and developing or expanding transportation, business, and commercial activity in the Zone, including programs to make grants of land and buildings and make grants from the TIRZ Fund for the Zone for activities that benefit the Zone and stimulate business and commercial activity in the Zone. In addition, the Town Council hereby authorizes (1) the Zone Board to exercise all of the powers of the Town under Chapter 380, Texas Local Government Code, as amended, and (2) the Town authorizes the Town Board to recommend and approve any tax abatement agreements pursuant to Section 311.0125 of the Act and Texas Tax Code Section 312.204, as applicable.

Section 6. If any section, article, paragraph, sentence, clause, phrase, or word in this Ordinance, or application thereto to any person or circumstances, is held invalid or unconstitutional by a court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance; and the Town Council hereby declares it would

have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

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

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

Exhibit A
PROPERTY - LEGAL DESCRIPTION

Description of
99.601 Acres

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said remainder tract the following courses and distances:

S 00°17'16"E, 741.58 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet, to the **POINT OF BEGINNING**;

S 51°02'03"E, 437.28 feet, to the beginning of a curve to the right;

with said curve to the right, an arc distance of 595.90 feet, through a central angle of 51°43'51", having a radius of 660.00 feet, the long chord which bears S 25°10'07"E, 575.86 feet;

S 00°41'48"W, 1508.73 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 200.15 feet, through a central angle of 11°42'07", having a radius of 980.00 feet, the long chord which bears S 05°09'15"E, 199.80 feet;

N 61°34'37"W, 1681.05 feet;

S 89°36'48"W, 527.92 feet;

Exhibit A (continued)

Legal Description

N 21°35'27"W, 892.92 feet;

N 00°23'12"W, 359.03 feet;

N 32°04'59"W, 594.79 feet;

THENCE N 89°36'48"E, 2068.78 feet to the **Point of Beginning** and containing 4,338,623 square feet or 99.601 acres of land more or less.

"Integral parts of this document"

1. Description – 2 pages
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A (continued)

Legal Description

**Description of
20.716 Acres**

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, and the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said Petrus remainder tract that the following courses and distances:

S 00°17'16"E, 741.58 feet, to the **POINT OF BEGINNING**, being the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet;

S 89°36'48"W, 2068.78 feet;

N 32°04'59"W, 351.22 feet;

N 89°39'03"E, 198.88 feet;

N 00°20'57"W, 178.71 feet;

THENCE N 89°36'48"E, 1682.61 feet to the **Point of Beginning** and containing 902,372 square feet or 20.716 acres of land more or less.

"Integral parts of this document"

1. Description
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

Exhibit A (continued)

Legal Description

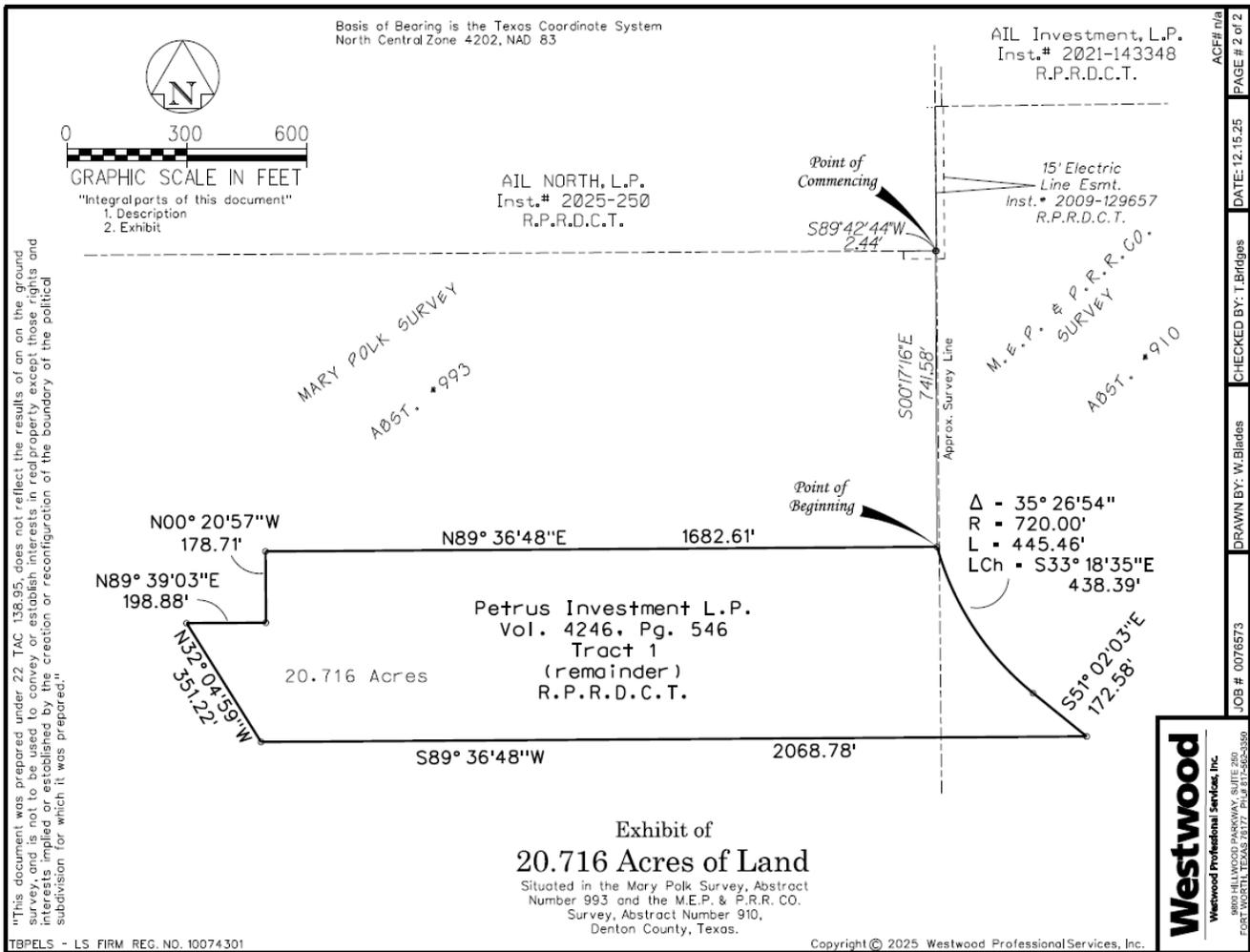


Exhibit B

Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas,
Second Amended Project Plan and Reinvestment Zone Financing Plan

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

REF. DOC.: Incentives Policy; Incentives Application from MP 10X Development, LLC; TIRZ No. 2 Final Project and Financing Plan as amended

SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, approving a Tax Abatement Agreement (“Agreement”) by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the “Town”); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Board”), and MP 10X Development, LLC, a Texas limited liability company (the “Company”)

SEE ALSO TOWN COUNCIL AGENDA POSTED ON DECEMBER 23, 2025

GOALS/ OBJECTIVES: Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- MP 10X Development, LLC ("Company") is manufacturer of rare earth materials and magnets
 - Company is considering sites for a new manufacturing facility ("Project")
 - Company's site selection is contingent in part upon incentive approvals
 - Approximately 120 acres near Harmonson Road and FM 156 in Northlake is a finalist site for Project
- Company has submitted application seeking incentives for Project which will include:
 - Total capital investment of at least \$1,169,150,000 consisting of:
 - \$301,500,000 in real property improvements
 - \$867,650,000 in tangible personal property
 - Minimum of 1,000 full-time equivalent jobs with average annual wage of at least \$74,315
 - Target of 1,592 full-time equivalent jobs
- Proposed Tax Abatement Agreement
 - 50% abatement of real and tangible personal property for period of 10 years
 - Company required to meet minimum capital investment and jobs requirements
 - \$1,169,150,000 capital investment
 - 1,000 full-time equivalent jobs
 - TIRZ Board must first approve agreement prior to Town Council action on it
- Additional incentives under consideration by other entities:
 - EDC/CDC with Town Council ratification on this same agenda:
 - Construction sales tax grant: Rebate of construction sales taxes paid to EDC and CDC
 - Jobs grant: \$1,000 per job to maximum of \$1,000,000
 - Denton County: 50% tax abatement to be considered contingent on Northlake abatement approval
 - State: Texas Enterprise Fund (TEF) and Texas Semiconductor Innovation Fund (TSIF)
- Local and State incentives mutually contingent

COUNCIL ACTION/DIRECTION:

Consider approval of tax abatement agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A TAX ABATEMENT AGREEMENT BY AND AMONG THE TOWN OF NORTHLAKE, TEXAS, THE BOARD OF DIRECTORS OF TAX INCREMENT REINVESTMENT ZONE NUMBER TWO, TOWN OF NORTHLAKE, TEXAS, AND MP 10X DEVELOPMENT LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; MAKING FINDINGS RELATED TO PUBLIC PURPOSE AND ECONOMIC DEVELOPMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council of the Town of Northlake, Texas (the “Town Council”), has adopted and maintains an Incentives Policy pursuant to Chapter 380 of the Texas Local Government Code and Chapter 312 of the Texas Tax Code, as amended; and

WHEREAS, the Town Council has elected to be eligible to participate in tax abatement programs and has established guidelines and criteria governing tax abatement agreements in accordance with Texas Tax Code Chapter 312; and

WHEREAS, MP 10X Development LLC (the “Company”) submitted an incentives application to the Town proposing the development of a major manufacturing campus within the Town of Northlake and within Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Zone”); and

WHEREAS, the proposed project contemplates substantial capital investment in real property improvements and tangible personal property, together with the creation and retention of a significant number of full-time jobs at competitive wage levels; and

WHEREAS, the land subject to the proposed development is located within the boundaries of the Zone, which was created pursuant to Chapter 311 of the Texas Tax Code as also authorized pursuant to Texas Tax Code Sec. 312.201(b), and the Project and Finance Plan for the Zone has been duly adopted and amended to authorize tax abatements within the Zone in accordance with Texas Tax Code Ch. 312, Ch. 311, and Texas Tax Code Sections 311.010(h) and 311.0125; and

WHEREAS, the Town Council finds that the Tax Abatement Agreement by and among the Town, the Board of Directors of Tax Increment Reinvestment Zone Number Two, and the Company (the “Agreement”) complies with the Town’s Incentives Policy, Chapter 312 of the Texas Tax Code, Chapter 311 of the Texas Tax Code, and all other applicable laws; and

WHEREAS, the Town Council further finds that approval of the Agreement will promote the public

purposes of economic development, job creation and retention, diversification of the Town's economic base, and expansion of commerce and industry within the Town and the State of Texas; and

WHEREAS, the Town Council has determined that the improvements sought under the Agreement are feasible and practical and would be a benefit to the land, the Town, and the State after the expiration of the Agreement, and that entering into the Agreement is in the best interest of the public health, safety, and welfare of the Town and its residents.

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

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

Section 2. The Tax Abatement Agreement by and among the Town of Northlake, Texas, the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas, and MP 10X Development LLC, substantially in the form presented to the Town Council, is hereby approved.

Section 3. The Town Manager is hereby authorized and directed to negotiate and execute the Agreement on behalf of the Town of Northlake, Texas, and to execute any related documents necessary to carry out the intent of this Resolution.

Section 4. The Town Council finds that the tax abatement granted pursuant to the Agreement, the terms of the Agreement, and the property subject to the Agreement, serve a valid public purpose, are consistent with and meet the Town's Incentives Policy, and are authorized by Chapters 311 and 312 of the Texas Tax Code.

Section 5. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (“Agreement”) is entered into by and between the Town of Northlake, a Texas home rule municipality located in Denton County, Texas (the “Town”); the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Board”), and MP 10X Development LLC, a Delaware limited liability company (the “Company”). The Town, Board, and the Company are sometimes hereinafter referred to collectively as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on December 11, 2014, the Town Council of the Town of Northlake (the “Town Council”) approved Resolution No. 14-32 adopting an Incentives Policy for the Town (the “Policy”) as amended, which: (1) elected to continue its participation in economic development incentives and adopted Economic Development Incentive Program Guidelines and Criteria, which established certain guidelines and criteria for the use of Town incentive programs for private development projects and authorized establishment of programs for making loans and grants of public money to promote local economic development and to stimulate business and commercial activity in the Town pursuant to the Economic Development Programs provisions under Chapter 380 of the Texas Local Government Code; (2) elected to be eligible to participate in tax abatement; and (3) established appropriate guidelines and criteria governing tax abatement agreements to be entered into by the Town as required by Texas Tax Code Ch. 312, as amended; and

WHEREAS, in accordance with Texas Tax Code Sec. 312.002 the Policy was amended by the Town Council on February 13, 2025, by Resolution No. 25-07, and the Policy is hereby incorporated into this Agreement by reference; and

WHEREAS, on December 18, 2025, Company submitted an Incentives Application (the “Application”) to the Town concerning Company’s possible plans for development of the Land (defined below), including construction of Required Improvements (defined below) outlined in the Application; and

WHEREAS, as of the date of this Agreement, the Company is evaluating potential locations for its expansion and has not made a final site selection. The parties acknowledge and agree that the approval of the incentives contemplated in this Agreement is expressly contingent upon the approval of State of Texas Economic Incentives, just as the State of Texas Economic Incentives are contingent upon final approval of local incentives. Nothing in this Agreement shall be construed to obligate the Company to select the Town of Northlake, Denton County, Texas, as its site, and the Town’s obligations under this Agreement shall not become effective or binding until all such approvals have been duly obtained; and

WHEREAS, the proposed site under consideration is undeveloped and is located in Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the “Zone”), which was

created by Town Ordinance No. 23-0914C on September 14th, 2023, pursuant to the Texas Tax Code Ch. 311 (the “TIRZ Act”); and

WHEREAS, the Final Project and Finance Plan for the Zone was adopted by Town Ordinance No. 24-0523A on May 23, 2024, and amended by Ordinance No. 25-1009A on October 9, 2025 (the “Project and Finance Plan”); and

WHEREAS, Company, which manufactures rare earth materials and magnets, is considering expanding its operations by adding new manufacturing facilities at or near Harmonson Road and Farm Road 156, in the Town of Northlake, Denton County, Texas, located within the Zone and on the real property more specifically described in **Exhibit A** (the “Land”), which is not in an improvement project financed by tax increment bonds; and

WHEREAS, the Company plans to construct and install certain Required Improvements (defined below) on the Land to establish a modern campus with multiple buildings with an estimated 1,274,000 square feet of building space designed to support advanced production operations planned across approximately 120 acres (the “Project”); and

WHEREAS, the Board and the Town Council approved an amendment to the Project and Finance Plan at a public meeting and after conducting a public hearing on January 22nd, 2026, by Ordinance No. _____ to authorize tax abatements within the Zone, and the Board and the Town Council approved the execution of this Agreement on January 22nd, 2026, in accordance with Town Council Resolution No. _____; and

WHEREAS, the Board and the Town are authorized to enter into this Agreement, subject to the provisions of Texas Tax Code Sec. 311.0125 and Sec. 312.204, and notwithstanding the provisions of Texas Tax Code Section 312.203, the Town may elect to offer the owners of taxable real property in a reinvestment zone created under the TIRZ Act an exemption (abatement) from taxation of all or part of the value of the taxable real property; and

WHEREAS, the Parties further agree that the Required Improvements qualify as project costs eligible for incentives and inclusion in an economic development program under Texas Local Gov’t Code Ch. 380, Texas Tax Code Ch. 312, Texas Tax Code Sec. 311.010(h), and Section 311.0125 “Tax Abatement Agreements” of the TIRZ Act; and

WHEREAS, the Town finds that construction, installation, financing, and maintenance of the Required Improvements in the Zone promotes the interests of the Town and will serve its public purposes, including, but not limited to (a) developing and diversifying the economy of the Town and the State; (b) eliminating unemployment and underemployment in the Town and State; (c) developing and expanding commerce in the Town and State; (d) stimulating business and commerce within the Town and State; and (e) promoting development and redevelopment within the Town and State; and

WHEREAS, the Town desires to enter into this Agreement to maintain and/or enhance the industrial economic and employment base of the Town to the long-term interest and benefit of the Town, and the Zone in accordance with the Policy, the TIRZ Act, and Texas Tax Code Ch. 312; and

WHEREAS, Contingent upon the Company’s final site selection in the Town of Northlake, the Company has committed under this Agreement to invest a total of at least \$1,169,150,000, consisting of at least \$301,500,000 in Construction Costs for the Real Property Improvements and at least \$867,650,000 in new Tangible Personal Property to be installed on the Land in connection with manufacturing business operations within the Real Property Improvements; and

WHEREAS, Contingent upon the Company’s final site selection in the Town of Northlake, the Company has a target goal of creating and retaining jobs for at least 1,592 Full-Time Employees (“FTEs”) and has committed under this Agreement to create and retain jobs for at least 1,000 FTEs, the overall average annual wage of which shall equal at least \$74,315; and

WHEREAS, Town Council finds that the contemplated use of the Land with the Required Improvements to the Land as set forth in this Agreement, and the other terms hereof are consistent with encouraging continued reinvestment and retaining development within the Zone in accordance with the purposes and intent of the Policy, applicable law, and the Zone’s creation; and

WHEREAS, Company acknowledges and agrees that the tax abatements granted by this Agreement are contingent upon its compliance with this Agreement in accordance with the terms and conditions set forth herein; and

WHEREAS, a copy of this Agreement has been furnished in the manner prescribed by Texas Tax Code Ch. 312 to the presiding officers of the governing bodies of each of the taxing entities in the area in which the Land is located.

NOW THEREFORE, for and in consideration of the recitals above and the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

**I.
DEFINITIONS**

Wherever used in this Agreement, the following terms shall have the meaning ascribed to them:

“Affiliate” means any person or entity which directly or indirectly controls, is controlled by or is under common control with Company, during the term of such control. A person or entity will be deemed to be “controlled” by any other person or entity if such other person or entity (a) possesses, directly or indirectly, power to direct or cause the direction of the management of such person or entity whether by contract or otherwise; (b) has direct or indirect ownership of at least fifty percent (50%) of the voting power of all outstanding shares entitled to vote at a general election of directors of the person or entity; or (c) has direct or indirect ownership of at least fifty percent (50%) of the equity interests in the entity.

“Bankruptcy or Insolvency” means the dissolution or termination of a Party’s existence as a going business, insolvency, appointment of receiver for any part of a Party’s property and such appointment is not terminated within ninety (90) days after such appointment is initially made, any

general assignment for the benefit of creditors, or the commencement of any proceeding under any Bankruptcy or Insolvency laws by or against such Party, and such proceeding is not dismissed within ninety (90) days after the filing thereof.

“Base Year Taxable Value” means the Taxable Value for the Land for the year in which this Agreement is executed.

“Capital Investment” means a minimum of \$1,169,150,000, which represents the actual cost incurred related to the construction of the Required Improvements, including the actual construction costs of all buildings; machinery and equipment; renovations; site preparation; structures; infrastructure; offsite improvements (if any); utilities; furniture and fixtures; landscaping and onsite improvements, including labor and materials; engineering costs; surveying costs; fees of consultants; and permit and inspection fees. It does not include cost of the Land, insurance costs, legal fees and expenses, marketing costs, or any interest paid to finance the cost of Capital Investment.

“Certificate of Occupancy” means the document issued by the Town to Company certifying compliance with applicable building codes and other laws, and indicating a structure to be in a condition suitable for occupation.

“Comptroller” means the Office of the Texas Comptroller of Public Accounts or any successor governmental agency.

“Completion of Construction” means the date that a Certificate of Occupancy has been issued for the entirety of the Project.

“Construction Costs” means with respect to the Required Improvements, the costs incurred and paid by Company for the design, permitting, and construction of the Required Improvements. The term does not include costs for legal fees, the costs of the Land, interest, finance, the cost of financing, management fees, right-of-way, or easements.

“Effective Date” means the date this Agreement is fully executed by the Parties.

“Required Improvements” means, collectively, the new Real Property Improvements and the Tangible Personal Property to be installed on the Land to support the Project, which improvements shall be utilized for the purposes provided in this Agreement. The kind, number and location of all Required Improvements in the Project are more specifically described in **Exhibit B**, attached hereto and made part hereof.

“Expiration Date” means the date when the Parties have satisfied all of their obligations in this Agreement, unless terminated earlier in accordance with this Agreement.

“First Year of Abatement” means the first full Tax Year following (i) the date of the Completion of Construction is achieved for the entirety of the Project or (ii) such other date as may be designated by the Company in writing.

“Force Majeure” means any act that (i) materially and adversely affects the affected Party’s ability to perform the relevant obligations under this Agreement or delays such affected Party’s ability to do so; (ii) is beyond the reasonable control of the affected party; (iii) is not due to the affected Party’s fault or negligence; and (iv) could not be avoided, by the Party who suffers it, by the exercise of commercially reasonable efforts. “Force Majeure” shall include: (a) natural phenomena, such as storms, floods, lightning and earthquakes; (b) wars, civil disturbances, revolts, insurrections, terrorism, sabotage, and threats of sabotage or terrorism; (c) transportation disasters, whether by ocean, rail, land, or air; (d) strikes or other labor disputes that are not due to the breach of any labor agreement by the affected party; (e) fires; (f) epidemics or pandemics; and (g) actions or omissions of a governmental authority (including the actions of the Town in its capacity as a governmental authority) that were not voluntarily induced or promoted by the affected Party, or brought about by the breach of its obligations under this Agreement or any applicable law or failure to comply with Town regulations; provided, however, that under no circumstances shall Force Majeure include any of the following events: (h) economic hardship; (i) changes in market condition; (j) any strike or labor dispute involving the employees of Company or any Affiliate of Company, other than industry or nationwide strikes or labor disputes; (k) during construction, weather conditions which could reasonably be anticipated by experienced contractors operating the relevant location; (l) the occurrence of any manpower, material, or equipment shortages except as set forth in (f) above; or (m) any delay, default, or failure (financial or otherwise) of the general contractor or any subcontractor, vendor, or supplier of Company, or any construction contracts for the Project or Required Improvements.

“Full-Time Employees” or “FTE” means the number of employees equivalent to full-time employees under applicable state or federal law, or two (2) part-time employees working twenty (20) hours each is equal to one full-time employee.

“Impositions” means all taxes, assessments, use and occupancy taxes, charges, excises, license and permit fees, and other charges by public or governmental authority, general and special, ordinary and extraordinary, foreseen and unforeseen, which are or may be assessed, charged, levied, or imposed by any public or governmental authority on the Company or any property or any business owned by Company within the Town.

“Land” means 120 acres of undeveloped real property, more or less, located in the Zone and generally located at Harmonson Road and Farm Road 156, Northlake, Texas, 76247, also described as being part of the Mary Polk Survey, Abstract No. 993, the M.E.P. & P.R.R. Co. Survey, Abstract No. 910, and the G. Cardinas Survey, Abstract No. 215, in the Town of Northlake, Denton County, Texas, as more particularly described in **Exhibit A**, which is attached hereto and made a part hereof.

“Project” shall have the meaning provided for in the preamble and as further described in this Agreement.

“Real Property Improvements” shall include the Land and any improvements located thereon and shall have the same meaning assigned by Texas Tax Code, Section 1.04(2) and (3).

“Tangible Personal Property” shall have the same meaning assigned by Texas Tax Code, Section 1.04, and shall mean Tangible Personal Property owned by Company, including but not limited to furniture, fixtures, leasehold improvements, vehicles and equipment located on the Land (or within Project) which, at the time of execution of this Agreement is not on the tax rolls of the Town. Tangible Personal Property does not include inventory, supplies, freeport goods, or goods in transit.

“Tax Year” has the meaning assigned to such term in Section 1.04 of the Texas Tax Code (i.e., the calendar year).

“Taxable Value” means the appraised value as certified by the Denton County Appraisal District as of January 1 of a given Tax Year.

“Term” means the term as defined in Article II of this Agreement.

II. TERM

The Term of this Agreement will commence on the Effective Date and will continue until the Expiration Date, unless sooner terminated as provided for herein.

III. DUTIES OF COMPANY

1. **Real Property Improvements.** Company shall have made an aggregate Capital Investment by December 31st, 3031, of Three Hundred One Million, Five Hundred Thousand Dollars (\$301,500,000). If the Company has not made the Capital Investment in the amount above on the entire Project and associated Required Improvements by said date, the Company shall be entitled to a one-year extension to achieve such Capital Investment. In the event that the Company fails to achieve such Capital Investment with the one-year extension period and the Town Manager finds that Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager’s sole, reasonable discretion and upon prior written request by Company for said extension. Company intends to make the Required Improvements in phases, which are currently contemplated as follows:

- i. Company shall provide for the completion of the Required Improvements contemplated in the first phase for no later than December 31, 2028, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than Eighty-Nine Million, Nine Hundred Thousand Dollars (\$89,900,000).
- ii. Company shall provide for the completion of the Required Improvements contemplated in the second phase for no later than December 31, 2029, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than One Hundred Eighty-Six Million, Two Hundred Thousand Dollars (\$186,200,000).

- iii. Company shall provide for the completion of the Required Improvements contemplated in the third phase for no later than December 31, 2031, which are currently estimated to have a minimum Construction Cost upon Completion of Construction of not less than Twenty-Five Million, Four Hundred Thousand Dollars (\$25,400,000).
- iv. For the avoidance of doubt, Clauses (i), (ii), and (iii) of this Article III, Section 1 set forth target phasing goals and a failure to meet the completion dates or dollar amounts set forth therein shall not constitute a breach under this Agreement, provided that the Company shall have made an aggregate Capital Investment of Three Hundred One Million, Five Hundred Thousand Dollars (\$301,500,000) by December 31st, 2031.

2. **Employment Commitment.** Company covenants that at the time of the Effective Date of this Agreement, Company employs and maintains zero (0) FTEs at the Project. The Company will strive to employ and retain a minimum of 1,592 FTEs at the Project campus. The Company commits to meet the following FTE job creation and retention obligation:

- i. No later than ten (10) years after December 31st, 2029, the Company must employ and retain a minimum of 1,000 FTEs at the Project campus (the “FTE Obligation”). If the Company has not met the FTE Obligation by said date, the Company shall be entitled to a one-year extension to achieve such FTE Obligation. In the event that the Company fails to achieve such FTE Obligation with the one-year extension period and the Town Manager finds that Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager’s sole, reasonable discretion and upon prior written request by Company for said extension.

After Completion of Construction of the Project, the average annual wage, measured on a calendar year basis, for all FTE’s provided above, regardless of the total number of such FTEs, shall equal at least Seventy-Four Thousand Three Hundred and Fifteen Dollars (\$74,315). The Town’s determination of the Company’s compliance with the job creation, retention, and employment commitment for each year and, if applicable, the calculation of abatement pursuant to Article IV, Section 2 shall be based upon the employment data provided by the Company to the Town pursuant to this Agreement.

3. **Tangible Personal Property.** The value of the Tangible Personal Property is determined solely by the appraisal district having jurisdiction over the Project, as applicable, at the time and reflected in the certified appraisal roll received by the Town for the Tax Year in question. The Company shall provide for the installation or location of Tangible Personal Property at the Project by December 31, 2031, of Tangible Personal Property with an initial minimum cost of Eight Hundred Sixty Thousand Six Hundred Fifty Thousand Dollars (\$867,650,000). Company shall be entitled to a one-year extension to install the Tangible Personal Property. In the event that the Company fails to install the Tangible Personal Property and the Town Manager finds that

Company has diligently pursued the same by the date extended by one year, Company may be subject to an extension, at the Town Manager's sole, reasonable discretion and upon prior written request by Company for said extension.

4. Company agrees that it will diligently and faithfully in a good and workmanlike manner pursue (or cause to be pursued) the completion of the Project and Required Improvements in accordance with all applicable state and local laws and regulations regarding the design and construction of the Project and Required Improvements or have a valid waiver thereof. Any material changes in the design of the Project and Required Improvements other than in the ordinary course of business during the construction stage must first be approved by the Town. Company shall be responsible for completing and/or correcting any work not constructed in accordance with the Town-approved plans and specifications.

5. During the construction of the Project and the Required Improvements, the Town and its agents and employees, shall have reasonable right of access to the Land to inspect the Project and Required Improvements to confirm compliance with the Town-approved plans and specifications, this Agreement, and all applicable state and local laws and regulations regarding the design and construction of the Project and Required Improvements or that Company has a valid waiver thereof; and subject to the Company's reasonable security requirements, shall have the right during the Term of this Agreement to inspect Land to ensure that the Land are thereafter maintained, operated, and occupied in accordance with this Agreement. Notwithstanding the foregoing, the Town's right to access the Land is conditioned upon the Town providing the Company with ten (10) business days written notice prior to an inspection. Further, any inspection shall be conducted during normal business hours and in a manner so as to not disrupt the business operations of the Company.

6. The Land shall at all times be used in a manner that is consistent with the general purpose of encouraging development and retaining industrial businesses within the Zone. Both Parties agree that the use of the Land for manufacturing Company's materials and products, in accordance with this Agreement, is consistent with such purpose.

7. Company shall grant access to the Town, or such other persons or entities designated by the Town for the purposes of inspecting, at Company's office, during Company's normal business hours, paper and electronic records associated with Capital Investment and job creation and retention related to Company's performance of this Agreement ("Company Records"), provided that the Town has provided five (5) business days prior notice, and the Town or its representatives shall not unduly disrupt Company's operations. The foregoing notwithstanding, paper and electronic records related to the performance of this Agreement shall be subject to examination or audit by the Town, or such other persons or entities designated by the Town in accordance with state and federal laws, regulations, or directives applicable to Company's performance of this Agreement. The Town agrees, to the extent allowed by law, to maintain the confidentiality of Company Records.

IV. ABATEMENT ALLOWED

1. Subject to Company's continued satisfaction of its obligations as required by this Agreement, and subject to the provisions of this Agreement, the Town hereby agrees to grant Company an abatement for a period of ten (10) consecutive years ("Tax Abatement Period") of fifty percent (50%) of the Taxable Value of the Real Property Improvements, as improved by the Project and fifty percent (50%) of the Taxable Value for the Tangible Personal Property, both beginning with the First Year of Abatement. Notwithstanding the foregoing, the actual percentage of Taxable Value of the real property subject to abatement for each year this Agreement is in effect will apply only to the portion of the Taxable Value of the Real Property Improvements that exceeds the Base Year Tax Value. The actual percentage of Taxable Value of the Tangible Personal Property subject to abatement for each year this Agreement is in effect will apply only to Company's Tangible Personal Property that is added to the Land subsequent to the Execution of this Agreement. The total amount of taxes abated during the Tax Abatement Period shall not exceed the amount of \$14,702,431, provided, however, that in the event the aggregate Construction Costs for the Real Property Improvements exceeds \$301,500,000 and/or the initial minimum cost of Tangible Personal Property installed at the Project exceeds \$867,650,000, then the Town and Company will negotiate in good faith to increase the abatement cap.

2. Notwithstanding the foregoing, if the Company has satisfied its obligations as required by this Agreement except that the FTE Obligation set forth in Article III, Section 3 above is not met, Company and the Town shall have a period of three (3) months to renegotiate the FTE Obligation in good faith. Following such three- (3-) month period, if the FTE Obligation set forth in Article III, Section 3 above is not met, Town hereby agrees to grant Company an abatement, in any given year, of the product of (a) the amount set forth in Article IV, Section 1 above and (b) the number of Full-Time Jobs employed and retained at the Project campus in such year divided by one thousand (1,000). The abatement period and abatement cap shall be as set forth in Article IV, Section 1 above.

3. Company shall provide proof to Town of the job creation and retention obligation and Capital Investment obligation under this Agreement, and any other required consideration. Documentation for jobs may be in the form of TWC Employer Quarterly Reports or employee rosters that show the hours worked and positions filled and such other reports as may be reasonably required. The Town agrees, to the extent allowed by law, to maintain the confidentiality of such information.

4. Company shall before April 15 of each calendar year that the Agreement is in effect, certify in writing to the governing body of each taxing unit that it's in compliance with each term of this Agreement.

5. The Land and Project constructed thereon at all times shall be used in the manner (i) that conforms to and is consistent with the Town's comprehensive zoning ordinance and all other Town development and building regulations, as amended, and (ii) that, during the period

taxes are abated hereunder, is consistent with the general purposes of encouraging development or redevelopment of the Zone.

6. It shall be the responsibility of Company to file an annual exemption application form for the Real Property and Tangible Personal Property with the Denton County Appraisal District pursuant to Texas Tax Code Sec. 11.43, or other applicable law. In addition, pursuant to Texas Tax Code Sec. 312.205(a)(6), as amended, the Company shall certify in a written report to the Town by **April 15** of each year throughout the term of this Agreement that the Company is in compliance with each applicable term of this Agreement, including but not limited to the Substantial Completion of the Private Improvements as provided in this Agreement, and the payment of Real Property and Tangible Personal Property taxes owed the Town by Company. Prior to submission of the exemption application to the appraisal district, the Company shall submit the exemption application and certification report to the Town for certification that the requirements for the Tax Abatement set forth in this Agreement have been fulfilled. Failure of the Company to obtain such Town certification with respect to the exemption application may result in the loss of the tax exemption for the year.

7. Company shall annually render the value of the Tangible Personal Property to the Denton County Appraisal District and provide a copy of the same to the Town upon written request.

V. BREACH AND RECAPTURE

1. This Agreement may be cancelled or terminated upon any one or more of the following after which the non-defaulting Party shall no longer have any obligations under this Agreement:

- a) By mutual written agreement of the Parties;
- b) Upon written notice by either Party, if the other Party materially defaults or materially breaches any of the terms or conditions of this Agreement and such default is not cured within sixty (60) days after said written notice, or if default cannot reasonably be cured within sixty (60) days, the defaulting Party does not commence to cure such default within said sixty (60) day period and thereafter diligently proceed with its efforts to cure the same;
- c) Upon written notice by the Town, if Company suffers an event of Bankruptcy or Insolvency;
- d) Upon written notice by the Town, if any Impositions owed to the Town by Company shall have become delinquent (provided however, Company retains the right to cure under this Article V, Section 1(b) above and the right to timely and properly protest and contest any such taxes or Impositions);

- e) Upon written notice by Town to the Company, if Company fails to certify in a written report to the Town by April 15 of each year throughout the term of this Agreement that Company has complied with each applicable term of this Agreement and such failure to provide the written report is not cured within sixty (60) days after said written notice; or
- f) Upon written notice by either Party if any subsequent federal or state legislation or any decision of a court of competent jurisdiction renders this Agreement invalid, illegal, or unenforceable.

Notwithstanding anything herein to the contrary, the failure to meet the FTE Obligation set forth in Article III, Section 3 shall not constitute a default or breach of this Agreement

2. If the Town terminates this Agreement pursuant to this Article V, Section 1 (b)-(e) above, the Town may require the Company to pay to the Town the amount of all taxes abated under this Agreement. In determining whether the Agreement should be terminated and whether any taxes will be required to be repaid by Company under this Section, the Town shall take into consideration (a) any fluctuations in the business cycle unique to the Company's business; (b) the effect of market or other external conditions on the Company; and (c) the extent to which the Company or parties that have assumed the obligations of the Company have, collectively, satisfied the job creation, capital investment other obligations contained in this Agreement. To the extent not prohibited by the Policy, the Town will require repayment not disproportionate to the breach.

3. Upon the determination by the Town that taxes shall be repaid under this Agreement, the amount of taxes to be repaid shall become due and payable not later than sixty (60) days after a notice of repayment is provided by the Town. The Town shall have all remedies for the collection of the abated tax provided in the Texas Tax Code for the collection of delinquent property tax, including interest thereon charged at the statutory rate for delinquent taxes as determined by Texas Tax Code Section 33.01. The Town at its sole discretion has the option to provide a repayment schedule. The computation of the abated tax for the purposes of this Agreement shall be based upon the full Taxable Value of the Land and the Tangible Personal Property, without tax abatement for the years in which tax abatement hereunder was received by Company, as determined by the Denton County Appraisal District, multiplied by the Town's tax rate of the years in question.

4. This Agreement inures to the benefit of, and is enforceable by the Town. Company hereby grants to the Town the right to prosecute or take appropriate action, at law or in equity, against Company to recover or recapture any taxes retroactively, or to enforce any other covenant or agreement contained in this Agreement. If the Town substantially prevails in a legal proceeding to enforce this Agreement against Company, the Town is further entitled to recover damages, reasonable attorney's fees, and court costs from Company. Any payment due to the Town under this Agreement is a lien which attaches to the Land and the Improvements thereon on January 1 of each year to secure the payment of all taxes and interest ultimately imposed for the year on the Land and the Improvements.

5. The covenants and agreements contained in this Agreement are covenants and agreements running with the Land, are binding upon Company and its successors in interest, assigns, administrators, beneficiaries, heirs, executors, and other legal representatives, and are binding upon any person, corporation or other legal entity having or acquiring any right, title or interest in or to any part of the Land from Company, and the Town or Company may record a memorandum of this Agreement in the Official Public Deed Records of Denton County, Texas.

6. The repayment obligations of Company set forth in this Article V shall survive termination of this Agreement.

7. Following the expiration of the Tax Abatement Period under this Agreement, the property subject to this Agreement shall become fully taxable subject to any lawful exemptions and special appraisal that may otherwise apply.

VI. GENERAL PROVISIONS

1. **Mutual Assistance.** Company and the Town shall do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in carrying out the terms and provisions hereof.

2. **Compliance with Law.** The Company shall comply, in all material respects, with all applicable rules, regulations, ordinances, state and federal laws in the operation of the Land and Required Improvements.

3. **Representations and Warranties.** Company represents and warrants to the Town that it is has the requisite authority to enter into this Agreement.

4. **Section or Other Headings.** Section or other headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

5. **Indemnification.** COMPANY SHALL INDEMNIFY, AND HOLD HARMLESS, THE TOWN, ITS OFFICERS, OFFICIALS, CONSULTANTS, AGENTS AND EMPLOYEES, FROM AND AGAINST ACTUAL DAMAGES INCURRED BY TOWN RESULTING FROM ANY AND ALL THIRD-PARTY CLAIMS, LIABILITY, DEMANDS, DAMAGES, COSTS AND EXPENSES OF ANY CHARACTER, INCLUDING BUT NOT LIMITED TO, COURT COSTS AND REASONABLE ATTORNEY'S FEES, ARISING FROM ANY BREACH ON THE PART OF COMPANY OF ANY CONDITIONS OF THIS AGREEMENT OR FROM ANY ACT OF GROSS NEGLIGENCE OF COMPANY, ITS AGENTS, CONTRACTORS, OR EMPLOYEES IN CONSTRUCTION OR DESIGN OF THE REQUIRED IMPROVEMENTS PROVIDED FOR HEREIN, INCLUDING, BUT NOT LIMITED TO, ANY CLAIM, DAMAGE, LOSS OR EXPENSE ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY. NOTHING IN THIS INDEMNITY SHALL WAIVE ANY GOVERNMENTAL

IMMUNITY AVAILABLE TO THE TOWN UNDER TEXAS LAW. COMPANY'S INDEMNITY OBLIGATIONS UNDER THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT, BUT SHALL NOT INCLUDE ANY CLAIMS RESULTING FROM THE TOWN'S OWN OR ITS REPRESENTATIVES' GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6. **Attorney's Fees.** In the event any legal action or process is commenced to enforce or interpret provisions of this Agreement, the prevailing Party in any such legal action shall be entitled to recover its necessary and reasonable attorneys' fees and expenses incurred by reason of such action.

7. **Limitation of Liability.** The Parties further agree that neither Party will be liable to the other under this Agreement for consequential damages (including lost profits) or exemplary damages.

8. **Non-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.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties with respect to the transaction contemplated herein.

10. **Amendment.** This Agreement may only be amended, altered, or revoked by a written instrument signed by Company and the Town, and subject to the requirements of Texas Tax Code Ch. 312.

11. **Successors and Assigns; Lender.** The terms and conditions of this Agreement are binding upon the successors and assigns of all Parties hereto. This Agreement cannot be assigned by the Company unless written permission is first granted by the Town, which permission shall be at the sole discretion of the Town; provided, however that upon thirty (30) days' written notice to the Town, the Company may assign its rights under this Agreement to an Affiliate or a wholly-owned subsidiary of the Company.

The Parties hereto acknowledge that the Company may obtain a construction loan (the "Loan") from a private financial institution (the "Bank") to provide financing for certain improvements to be constructed on the Land and that the Loan may be secured by one or more mortgages, deeds of trust, assignments or security interests encumbering the Land. The Town shall, concurrently with sending any notice of default to the Company, send notice of such default to the Bank in the manner provided in Section 12 below at an address to be provided when the Loan is procured. The Town agrees that the Bank shall have the right (but not the obligation) to cure any default by the Company rising under this Agreement and that the Town will accept cure of any

14. **Applicable Law/Venue.** This Agreement is made, performable in, and shall be construed and interpreted under the laws of the State of Texas, without regard to conflict of law or choice of law principles of Texas or any other state. The obligations of the parties to this Agreement shall be performable in Denton County, Texas, and if legal action is necessary in connection with or to enforce rights under this Agreement, exclusive venue shall lie in Denton County, Texas.

15. **Severability.** In the event that any provision of this Agreement is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby, and it is also the intention of the parties to this Agreement that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

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

17. **Undocumented Workers.** Company covenants and certifies that it does not knowingly and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a (f), Company shall repay to the Town the full amount of all payments made under this Agreement, plus five percent (5%) interest per annum from the date such payment was made until the date of full repayment. Repayment shall be paid within one hundred twenty (120) days after the date Company receives a notice of violation from the Town.

18. **No Joint Venture.** Nothing contained in this Agreement is intended by the Parties to create a partnership or joint venture between the Parties.

19. **Governmental Functions.** The Parties agree that this Agreement concerns tax collection and serves the public purpose of contributing to the retention or expansion of primary employment or attracting major investment in the Zone that would be a benefit to the Land and that would contribute to the economic development of the Town and the State of Texas, even after the Term of this Agreement expires, and is for all purposes a governmental function of the Town for the benefit of the citizens of Town and the State of Texas. The Parties further agree that this Agreement is entered into for the purpose of carrying out essential governmental functions which are enjoined on the Town by law and given to it by the State of Texas as part of the State's sovereignty.

20. **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 Force Majeure, the Party so obligated or permitted to perform shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such obligation or requirement shall be extended for a period of time equal to the period such Party was delayed

21. **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. Company represents and warrants that this Agreement has been approved by appropriate action of Company, and that the individual executing this Agreement on behalf of Company 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 and that the performance by the Parties under this Agreement is authorized by Chapters 311 and 312 of the Texas Tax Code, and other applicable law.

22. **Additional Compliance.** Notwithstanding any other provision to the contrary in this Agreement, all information, documents, and communications relating to this Agreement may be subject to the Texas Public Information Act and any opinion of the Texas Attorney General or a court of competent jurisdiction relating to the Texas Public Information Act. In addition to the foregoing sentence, the Town shall submit to the Comptroller the information as required, and any other information the Comptroller considers necessary.

23. **Texas Boycott Prohibitions.** To the extent required by Texas law, Company verifies that: (1) It does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as defined in Texas Government Code § 2274.001, and that it will not during the term of the contract discriminate against a firearm entity or firearm trade association; (2) It does not “boycott Israel” as that term is defined in Texas Government Code Ch. 2271 and § 808.001 and it will not boycott Israel during the term of this Agreement; (3) It does not “boycott energy companies,” as those terms are defined in Texas Government Code §§ 809.001 and 2274.001, and it will not boycott energy companies during the term of the Agreement; (4) It does not engage in scrutinized business operations with Sudan, Iran, or designated foreign terrorist organization as defined in Texas Government Code, Chapter 2270; and (5) It is not owned by or the majority of its stock or other ownership interest is held or controlled by i) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country as defined by Texas Government Code § 2275.0101; or ii) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; nor is it headquartered in China, Iran, North Korea, Russia, or a designated country.

24. **Ethics Disclosure.** To the extent required by law, Company represents that it has completed a Texas Ethics Commission (the “TEC”) form 1295 (“Form 1295”) generated by the TEC’s electronic filing application in accordance with the provisions of Texas Gov’t Code Ch. 2252.908 and the rules promulgated by the TEC. The Parties agree that, with the exception of the information identifying the Town and the contract identification number, the Town is not responsible for the information contained in the Form 1295. The information contained in the Form 1295 has been provided solely by Company and the Town has not verified such information.

25. **Bondholder Rights.** The Real Property Improvements shall not be financed with tax increment bonds. This Agreement is subject to, and does not impair, the rights of holders of any outstanding bonds issued by the Town.

26. **Captions.** The captions to the various clauses of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

27. **Recitals.** The recitals contained in this Agreement: (a) are true and correct as of the Effective Date; (b) form the basis upon which the Parties negotiated and entered into this Agreement; (c) are legislative findings of the Town Council, and (d) reflect the final intent of the Parties with regard to the subject matter of this Agreement. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, must 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.

[SIGNATURE PAGES TO FOLLOW]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Executed by the undersigned duly authorized officers of the parties hereto to be effective as date of the last signature below:

TOWN OF NORTHLAKE, TEXAS

By: _____

Name: Drew Corn

Title: Town Manager

Date: _____

STATE OF TEXAS §

§

COUNTY OF DENTON §

BEFORE ME, the undersigned authority in and for Texas, on this day personally appeared Drew Corn, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Town Manager of the Town of Northlake, Texas, and that he is authorized to execute the foregoing instrument as the act of such municipality for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

COMPANY:

**MP 10X DEVELOPMENT LLC, A
DELAWARE LIMITED LIABILITY
COMPANY**

By: _____
Ryan Corbett, Chief Financial Officer

Date: _____

STATE OF NEVADA §
§
COUNTY OF CLARK §

BEFORE ME, the undersigned authority in and for Clark County, Nevada, on this day personally appeared Ryan Corbett, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Chief Financial Officer of MP 10X Development LLC, and that he is authorized to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Nevada

Type or Print Notary's Name

My Commission Expires:

**BOARD OF DIRECTORS OF TAX
INCREMENT REINVESTMENT ZONE
NUMBER TWO, TOWN OF
NORTHLAKE, TEXAS**

By: _____

Name: _____

Title: Chairman of the Board of Directors

Date: _____

**STATE OF TEXAS §
 §
COUNTY OF DENTON §**

BEFORE ME, the undersigned authority in and for Texas, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is the Chairman of the Board of Directors of Tax Increment Reinvestment Zone Number Two, Town of Northlake, Texas (the "Zone"), and that he is authorized to execute the foregoing instrument as the act of such Zone for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of _____, 2026.

Notary Public in and for the State of Texas

Type or Print Notary's Name

My Commission Expires:

EXHIBIT A

METES AND BOUNDS DESCRIPTION OF THE LAND AND MAP

Description of 99.601 Acres

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said remainder tract the following courses and distances:

S 00°17'16"E, 741.58 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet, to the **POINT OF BEGINNING**;

S 51°02'03"E, 437.28 feet, to the beginning of a curve to the right;

with said curve to the right, an arc distance of 595.90 feet, through a central angle of 51°43'51", having a radius of 660.00 feet, the long chord which bears S 25°10'07"E, 575.86 feet;

S 00°41'48"W, 1508.73 feet, to the beginning of a curve to the left;

with said curve to the left, an arc distance of 200.15 feet, through a central angle of 11°42'07", having a radius of 980.00 feet, the long chord which bears S 05°09'15"E, 199.80 feet;

N 61°34'37"W, 1681.05 feet;

S 89°36'48"W, 527.92 feet;

N 21°35'27"W, 892.92 feet;

N 00°23'12"W, 359.03 feet;

N 32°04'59"W, 594.79 feet;

THENCE N 89°36'48"E, 2068.78 feet to the Point of Beginning and containing 4,338,623 square feet or 99.601 acres of land more or less.

"Integral parts of this document"

1. Description – 2 pages
2. Exhibit

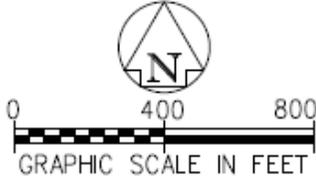
"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

TREBELS - LS FIRM REG. NO. 10074301

AIL NORTH, L.P. Inst. # 2025-250
R.P.R.D.C.T.

Point of Commencing

Basis of Bearing is the Texas Coordinate System
North Central Zone 4202, NAD 83



GRAPHIC SCALE IN FEET
"Integral parts of this document"
1. Description
2. Exhibit

MARY POLK SURVEY
ABST. # 993

M.E.P. & P.R.R. CO.
SURVEY
ABST. # 910

$\Delta = 35^{\circ}26'54''$
R = 720.00'
L = 445.46'
LCh = $S33^{\circ}18'35''E$
438.39'

10' Electric Line Esmt.
Vol. 410, Pg. 428
R.P.R.D.C.T.

N89° 36'48"E 2068.78'

S51°02'03"E
437.28'

Point of Beginning

Petrus Investment L.P.
Vol. 4246, Pg. 546
Tract 1
(remainder)
R.P.R.D.C.T.

$\Delta = 51^{\circ}43'51''$
R = 660.00'
L = 595.90'
LCh = $S25^{\circ}10'07''E$
575.86'

99.601 Acres

15' Oncor Esmt. Inst. # D214034202 C.R.T.C.T.
Approx. Survey Line

This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

Copyright © 2025 Westwood Professional Services, Inc.

Inst. # 94-R0017091 R.P.R.D.C.T.

G. CARDINAS SURVEY
ABST. # 215

N21° 35'27"W
892.92'

S89° 36'48"W
527.92'

N61° 34'37"W

$\Delta = 11^{\circ}42'07''$
R = 980.00'
L = 200.15'
LCh = $S05^{\circ}09'15''E$
199.80'

20' Gas Line Esmt. 1681.05'
Inst. # 2003-69405
(Vol. 5326, Pg. 5168)
R.P.R.D.C.T.

20' Electric Line Esmt.
Inst. # 2005-25198
R.P.R.D.C.T.

Exhibit of 99.601 Acres of Land

Situated in the Mary Polk Survey, Abstract Number 993, the M.E.P. & P.R.R. CO. Survey, Abstract Number 910, and the G. Cardinas Survey, Abstract Number 215
Denton County, Texas.



8620 HILLWOOD PARKWAY, SUITE 250
FORT WORTH, TEXAS 76177 PH# 817-462-3350

JOB # 0076573	DRAWN BY: W.Blades	CHECKED BY: T,Bridges	DATE: 12.16.25	PAGE # 3 of 3
---------------	--------------------	-----------------------	----------------	---------------

10076573_00106 CAD\06N\SURVEY\0076573_Ext.dwg 12/16/2025 5:19:27 PM

**Description of
20.716 Acres**

BEING that tract of land situated in the Mary Polk Survey, Abstract Number 993, and the M.E.P. & P.R.R. Co. Survey, Abstract Number 910, Denton County, Texas and being a portion of the remainder of that tract of land described by deed to Petrus Investment L.P. (tract 1), recorded in Volume 4246, Page 546, Real Property Records, Denton County, Texas and being more particularly described by metes and bounds as follows;

COMMENCING at the northeast corner of said remainder, being the southeast corner of that tract of land described by deed to AIL NORTH, L.P., recorded in Instrument Number 2025-250, Real Property Records, Denton County, Texas;

THENCE S 89°42'44"W, 2.44 feet, with the north line of said remainder and the south line of said AIL NORTH, L.P. tract;

THENCE departing said common line, over and across said Petrus remainder tract that the following courses and distances:

S 00°17'16"E, 741.58 feet, to the **POINT OF BEGINNING**, being the beginning of a curve to the left;

with said curve to the left, an arc distance of 445.46 feet, through a central angle of 35°26'54", having a radius of 720.00 feet, the long chord which bears S 33°18'35"E, 438.39 feet;

S 51°02'03"E, 172.58 feet;

S 89°36'48"W, 2068.78 feet;

N 32°04'59"W, 351.22 feet;

N 89°39'03"E, 198.88 feet;

N 00°20'57"W, 178.71 feet;

THENCE N 89°36'48"E, 1682.61 feet to the **Point of Beginning** and containing 902,372 square feet or 20.716 acres of land more or less.

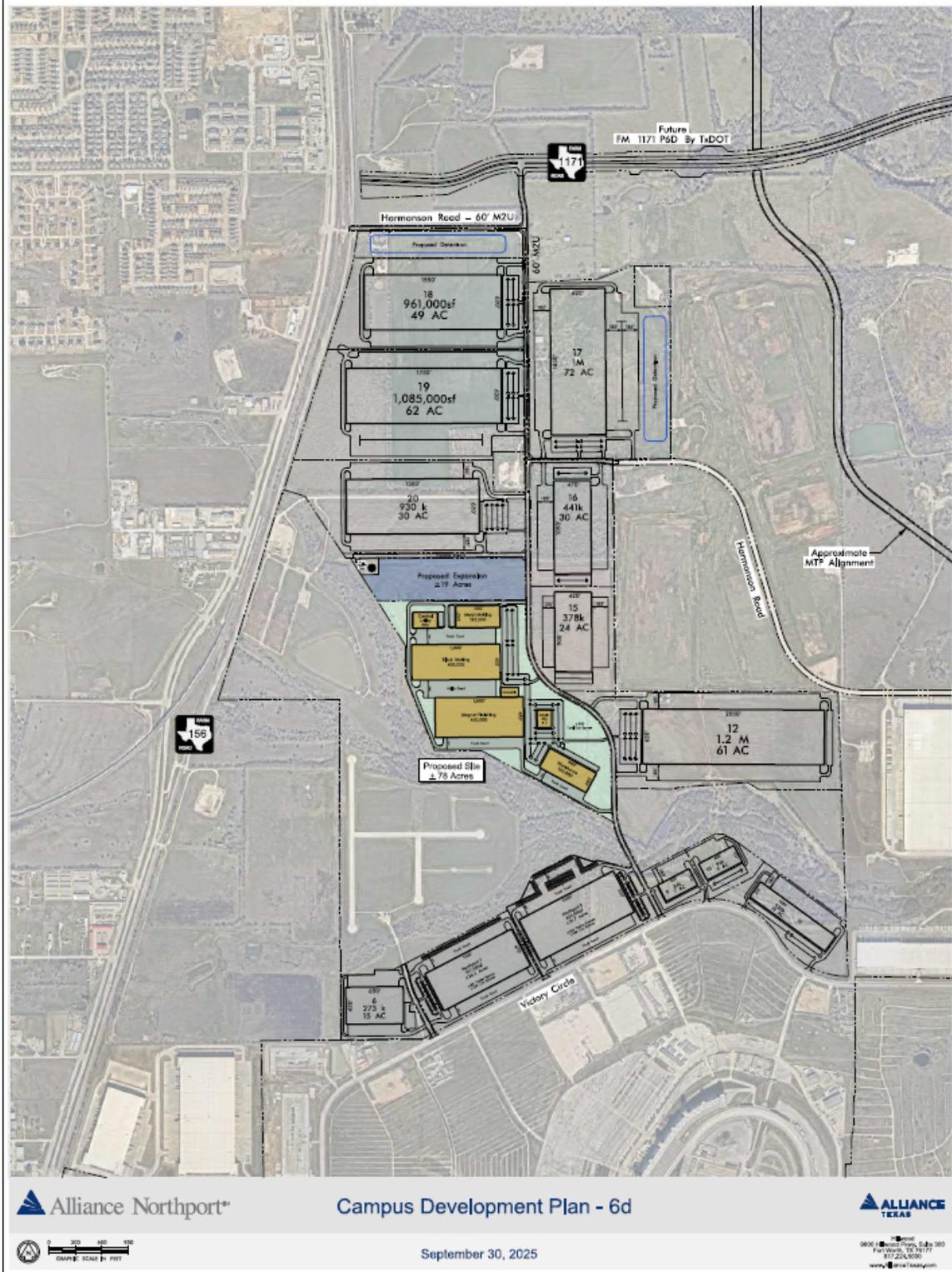
"Integral parts of this document"

1. Description
2. Exhibit

"This document was prepared under 22 TAC 138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared."

EXHIBIT B

REQUIRED IMPROVEMENTS – CAMPUS DEVELOPMENT PLAN



NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
REF. DOC.: Incentives Policy; Incentives Application from MP 10X Development, LLC
SUBJECT: Consider approval of a Resolution of the Town of Northlake, Texas, authorizing the Town Manager to negotiate and execute a Chapter 380 Economic Development Agreement between the Town of Northlake, Northlake Economic Development Corporation, Northlake Community Development Corporation, and MP 10X Development, LLC
GOALS/ OBJECTIVES: Promote Economic Vitality; 6.2 - Target business development through economic incentives

BACKGROUND INFORMATION:

- MP 10X Development, LLC ("Company") is manufacturer of rare earth materials and magnets
 - Company is considering sites for a new manufacturing facility ("Project")
 - Company's site selection is contingent in part upon incentive approvals
 - Approximately 120 acres near Harmonson Road and FM 156 in Northlake is a finalist site for Project
- Company has submitted application seeking incentives for Project which will include:
 - Total capital investment of at least \$1,169,150,000 consisting of:
 - \$301,500,000 in real property improvements
 - \$867,650,000 in tangible personal property
 - Minimum of 1,000 full-time equivalent jobs with average annual wage of at least \$74,315
 - Target of 1,592 full-time equivalent jobs
- EDC & CDC to consider economic incentives package at January 15th meeting including:
 - Construction sales tax grant: Rebate of construction sales taxes paid to EDC and CDC
 - Jobs grant: \$1,000 per job to maximum of \$1,000,000
 - Town Council must ratify approval of EDC & CDC incentives
- Additional incentives under consideration by other entities:
 - Town: 50% property tax abatement to be considered at this meeting
 - Denton County: 50% tax abatement to be considered contingent on Northlake abatement approval
 - State: Texas Enterprise Fund (TEF) and Texas Semiconductor Innovation Fund (TSIF)
- Local and State incentive approvals mutually contingent

COUNCIL ACTION/DIRECTION:

Consider approving and authorizing Town Manager to execute economic development agreement



**TOWN OF NORTHLAKE, TEXAS
OFFICIAL RESOLUTION**

NO.

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF NORTHLAKE, TEXAS, APPROVING A CHAPTER 380 ECONOMIC DEVELOPMENT AGREEMENT WITH MP 10X DEVELOPMENT, LLC; AUTHORIZING THE TOWN MANAGER TO EXECUTE THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town of Northlake, Texas (the “Town”), is authorized pursuant to Chapter 380 of the Texas Local Government Code, Chapters 501, 504, and 505 of the Texas Local Government Code, and Article III, Section 52-a of the Texas Constitution to establish and administer programs for the purpose of promoting state and local economic development and stimulating business and commercial activity within the Town; and

WHEREAS, MP 10X Development, LLC (the “Company”) has proposed the development of an advanced manufacturing campus within the Town of Northlake, Denton County, Texas, generally located at Harmonson Road and Farm Road 156, within Tax Increment Reinvestment Zone Number Two (the “Project”); and

WHEREAS, the Project includes significant capital investment, construction of real property improvements, installation of tangible personal property, and the creation and retention of full-time employment opportunities within the Town; and

WHEREAS, the Town Council finds that the Project will promote economic development, diversify the Town’s economic base, stimulate business and commercial activity, and serve a valid public purpose; and

WHEREAS, the Town Council has reviewed a proposed Chapter 380 Economic Development Agreement (the “Agreement”) among the Town, the Northlake Economic Development Corporation (“EDC”), the Northlake Community Development Corporation (“CDC”), and the Company, which provides for economic development grants and incentives in exchange for the Company’s performance of specified investment and employment obligations; and

WHEREAS, the Town Council finds that the Agreement is consistent with the Town’s economic development policies and applicable state law.

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

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

Section 2. The Agreement, 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, is hereby approved.

Section 3. The Town Manager, upon approval as to form by the Town Attorney, is hereby authorized to execute the Agreement on behalf of the Town.

Section 4. This Resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the Town Council of the Town of Northlake, Texas, on January 22, 2026.

Town of Northlake, Texas

Brian G. Montini, Mayor

Attest:

Zolaina R. Parker, Town Secretary

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

Section: 7. EXECUTIVE SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026

Section: 8. RECONVENE INTO OPEN SESSION

NORTHLAKE TOWN COUNCIL COMMUNICATION



DATE: January 22, 2026
Section: 9. ADJOURN
