



**LAKEWOOD VILLAGE TOWN HALL  
100 HIGHRIDGE DRIVE  
LAKEWOOD VILLAGE, TEXAS**

**TOWN COUNCIL MEETING  
SEPTEMBER 13, 2018 7:00 P.M.**

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**REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

**B. PRESENTATIONS:** (1) A proclamation designating September 17 – 23, 2018 as Constitution Week in the Town of Lakewood Village; to be received by representatives of the Daughters of the American Revolution. (2) A proclamation designating October as Domestic Violence Awareness Month to be received by representatives of the Denton County Friends of the Family.

**C. PUBLIC HEARING** – A public hearing is scheduled on the proposed combined property tax rate of \$0.30/\$100 to provide an opportunity for citizen comment.

**D. PUBLIC HEARING** – A public hearing is scheduled to provide an opportunity for citizen comment on proposed ordinance changes in agenda items G.8 through G.15.

**E. VISITOR/CITIZENS FORUM:** At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. No formal action may be taken on these items at this meeting.

**F. CONSENT AGENDA:** All of the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.

1. Minutes of June 14, 2018 Council Meeting (Asbell)
2. Minutes of July 10, 2018 Council Meeting (Asbell)
3. Minutes of July 23, 2018 Council Meeting (Asbell)
4. Minutes of August 9, 2018 Council Meeting (Asbell)
5. Interlocal Agreement with Denton County for Tax Collection. (Asbell)
6. Engagement of Nabors CPA Services for Town Annual Audit Services (Asbell)
7. Resolution Naming the Denton Record Chronicle as the Official Newspaper (Asbell)

**G. REGULAR AGENDA:**

1. Consideration of Variance Request for Flatwork Encroachment in Side Yard Setback for Driveway at 409 Peninsula (Asbell)
2. International Dark Sky Association Presentation, Mr. Gary Carter (Reed)
3. Discussion of Municipal Development District sponsored Community Event on October 14th (Asbell)
4. Discussion of Current Critical Water Conditions (Vargus)
5. Consideration of Ordinance Adopting the 2018 Property Tax Rate of \$0.30/\$100 (Asbell)
6. Ratification of Ordinance 18-02 Adopting Fiscal Year 2018-2019 Budget (Asbell)
7. Discussion of Republic Services Rate Proposal (Vargus)
8. Consideration of Contract with Sawko & Burroughs for Property Tax Collection (Vargus)
9. Consideration of Certificate of Occupancy Ordinance (Vargus)
10. Consideration of Junked Vehicles and Parking Ordinance (Vargus)

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11. Consideration of Candidate Forum and Electioneering Ordinance (Vargus)
12. Consideration of Financial Responsibility Ordinance (Vargus)
13. Consideration of Water & Waste Water Ordinance (Vargus)
14. Consideration of Consolidated Fee Ordinance (Bushong)
15. Discussion of Zoning Ordinance (Vargus)

**H. EXECUTIVE SESSION:** (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney 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 to receive legal advice regarding property damage claim involving Republic Services. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and, (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices.

**I. RECONVENE:** Reconvene into regular session and consideration of action, if any, on items discussed in executive session

**J. REPORTS:** Reports about items of community interest. No formal action may be taken on these items at this meeting.

**K. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 7:00 p.m. on Friday, September 7, 2018.



A handwritten signature in cursive script, reading "Linda Asbell".

Linda Asbell, TRMC, CMC, Town Secretary

The Town Council reserves the right to adjourn into closed 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), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development), 418.183 (Homeland Security)

This facility is wheelchair accessible and accessible parking spaces are available. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more board members of the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by the MDD board.



# *Proclamation*

## *Of The Town of Lakewood Village*

**WHEREAS:** on September 17, 1787, fifty-five delegates to the Constitutional Convention in Philadelphia's Independence Hall signed the United States Constitution, a document that serves as the guardian of our liberties; and

**WHEREAS:** September 17, 2018 marks the two hundred thirty-first anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is the privilege, honor, and duty of the American people to accord official recognition to this magnificent document; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17<sup>th</sup> through September 23<sup>rd</sup> as Constitution week,

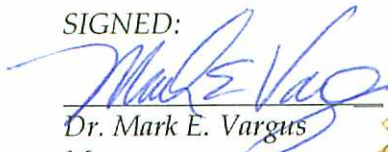
**NOW, THEREFORE I, Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village in the State of Texas do hereby proclaim the week of September 17<sup>th</sup> through September 23<sup>rd</sup> as**

## *Constitution Week*

*and ask our citizens to reaffirm the ideals the framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us, and reflecting on the privilege of being an American with all the rights and responsibilities, which that privilege involves.*


**IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town to be affixed this 13<sup>th</sup> day of September of the year 2018.**

SIGNED:

  
Dr. Mark E. Vargus  
Mayor



ATTEST:

  
Linda Asbell, TRMC, CMC  
Town Secretary





# *Proclamation*

## *Of The Town of Lakewood Village*

*WHEREAS: the crime of domestic violence violates an individual's dignity, security, and humanity; and*

*WHEREAS: domestic violence is not confined to any group or groups of people, but cuts across all economic, racial, and societal barriers; and*

*WHEREAS: the impact of domestic violence is wide ranging, directly affecting individuals and society as a whole, here in this community; throughout the United States, and the world; and*

*WHEREAS: domestic violence remains a major public health, social justice, and human rights issue; and*

*WHEREAS: More than 100 women are killed by a male partner each year in Texas, and more than 70,000 Texans received services from family violence programs last year.*

*NOW, THEREFORE I, Dr. Mark E. Vargus, Mayor of the Town of Lakewood Village in the State of Texas do hereby proclaim October 2018 as*

## *Domestic Violence Awareness Month*

*and call upon our citizens to speak out against domestic violence, actively work toward improving victim safety, and hold perpetrators of domestic abuse accountable for their actions against individual victims and our society as a whole.*

*IN WITNESS WHEREOF, I have set my hand and caused the Seal of the Town to be affixed this 13<sup>th</sup> day of September of the year 2018.*

SIGNED:

*Dr. Mark E. Vargus*  
Dr. Mark E. Vargus  
Mayor



ATTEST:

*Linda Asbell*  
Linda Asbell, TRMC, CMC  
Town Secretary

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**JUNE 14, 2018**

**Council Members:**

Dr. Mark Vargus, Mayor  
Ed Reed – Mayor Pro-Tem  
Clint Bushong  
Gary Newsome  
Elizabeth Shields  
Serena Lepley  
Darrell West

**Town Staff:**

Linda Asbell, TRMC, Town Secretary

**REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:01 p.m. on Thursday, June 14, 2018, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PRESENTATION OF COLORS AND  
PLEDGE TO THE FLAG:**

**(Agenda Item A)**

The members of Boy Scout Troup 45 presented the colors and led the Pledge of Allegiance.

**PRESENTATIONS:**

**(Agenda Item B)**

Mayor Pro-Tem Ed Reed administered the oath of office and presented the election certificate to re-elected Mayor, Dr. Mark E. Vargus. Town Secretary, Linda Asbell presented a special gift to Mayor Vargus in recognition of him being the longest continuously serving member of council in the history of the town.

Mayor Vargus administered the oath of office and presented the election certificate to newly elected Councilwoman Serena Lepley and Councilman Darrell West. Councilwoman Lepley and Councilman West took their seats on the dais.

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JUNE 14, 2018**

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**VISITOR/CITIZENS FORUM:**

**(Agenda Item C)**

Mr. Steve Kohansion, 15151 Berry Trail #107, Dallas, TX 75248, spoke regarding mowing liens placed on his properties. Mr. Kohansion stated he did not receive notice of the violations or liens and believes the town should forgive the liens.

**CONSENT AGENDA:**

**(Agenda Item D)**

1. Resolution Naming the Little Elm Journal as the Official Newspaper (Asbell)
2. Reappointment of Matthew Bissonnette and Dave Batchelder to the Municipal Development Board of Directors (Asbell)
3. Minutes of May 10, 2018 (Asbell)

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilwoman Shields, council voted five (5) “ayes,” no (0) “nays” to approve consent items as presented. *The motion carried.*

**REGULAR AGENDA:**

**(Agenda Item E)**

**Mayor’s Comments to Council (Vargus)**

**(Agenda Item E.1)**

Mayor Vargus stated the council members are volunteering their time to serve the citizens. Because Lakewood Village is small that means the council members do the work to accomplish the business of the town. Mayor Vargus stated that council members need to simply use common sense and trust the work done by other council members when researching agenda items. Council members need to act in the best interest of the town rather than being swayed by a vocal group lobbying for or against a specific action.

**Consideration of Election of Mayor Pro-Tem  
(Asbell)**

**(Agenda Item E.2)**

Mayor Vargus and Councilman Bushong spoke supporting Mayor Pro-Tem Reed and all he has accomplished during his time on council and as Mayor Pro-Tem.

**MOTION:** Upon a motion made by Councilwoman Shields and seconded by Councilman Bushong, council voted four (4) “ayes,” no (0) “nays” with one abstention (Mayor Pro-Tem Reed) to elect Ed Reed as the Mayor Pro-Tem. *The motion carried.*

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
JUNE 14, 2018**

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**Consideration of Street Light Upgrade  
(Reed)**

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**(Agenda Item E.3)**

Mayor Pro-Tem Reed reviewed the extensive research he has completed in this project as well as the street light proposal for the cost of replacing the “barn lights” received from CoServ. The cobra lights proposed are compliant with Dark Sky Association standards and will result in a cost savings in electricity. There was some discussion about approving this project at the next council meeting following a budget amendment.

**MOTION:** *No motion was made.*

**Discussion of Government Accounting  
Principles (Vargus)**

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**(Agenda Item E.4)**

Mayor Vargus discussed government accounting principles. Mayor Vargus explained the difference between budget categories and administrative accounting as required by the Governmental Accounting Standards Board. Governmental accounting is different from business accounting. Mayor Vargus stated the budget is adopted at the category level rather than the line item level. All municipalities in Texas have the same basic budget lines for consistency and comparability. Mayor Vargus used calculation of the sewer rate as an example of the difference between category budgeting and line item accounting. The town has one accounting system that serves three purposes, tax reporting, financial reporting (GASB), and managerial accounting. There was some discussion about filing budgets with the county.

**Discussion of Town Hall Playground  
(Vargus)**

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**(Agenda Item E.5)**

Mayor Vargus reported that the playground at Town Hall is being used more now than at any point in history but there have been no improvements made during this fiscal year. There was some discussion about installing fencing around the playground, planting trees, Councilwoman Lepley reported that she has a master plan for the park but the process was slow because members of the Parks Committee either moved or were no longer participating, she and Councilwoman Shields are the only members left on the committee. Mayor Vargus encouraged action be taken to make improvements to the playground during this fiscal year. Councilwoman Shields and Councilwoman Lepley will present project options at a future council meeting.

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JUNE 14, 2018**

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**Discussion of Budgeting Process (Vargus)**

**(Agenda Item E.6)**

Mayor Vargus reviewed the standard budget process and financial fluctuations due to property tax collection, franchise fee collections, and seasonal water usage. Mayor Vargus reported the town previously would review the budget and consider any necessary amendments around March of each year. The planned water system improvements are done during the winter months so

**Discussion of 2018-2019 Budget (Vargus)**

**(Agenda Item E.7)**

Mayor Vargus reviewed the proposed budget. There was some discussion about road repairs. The road maintenance fund was created as a way to internally set money aside for repairs. There was some discussion about the balance of the bond debt and refinancing for additional concrete roads. There was some discussion about improvements made to the sewer system and the need for a sewer master plan. There was some discussion about a water emergency interconnect to the Town of Little Elm well on Eldorado.

**Discussion of Finance Audit Committee  
(Shields)**

**(Agenda Item E.8)**

There was some discussion about how to establish qualification criteria for members. There was some discussion about whether or not council supported the creation of this committee. There was some discussion about the recent experience with the Parks Committee slowing down progress by adding another layer of

**EXECUTIVE SESSION:**

**(Agenda Item F)**

At 9:02 p.m. Mayor Vargus recessed into executive session in accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following: (1) §551.071(2): Consultation with Attorney 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; (2) §551.087: To discuss or deliberate regarding commercial or financial information that the Town of Lakewood Village has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the territory of the Town of Lakewood Village and with which the Town is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect.; and (3) § 551.072 Texas Government Code to wit: deliberations about real property.



**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
JUNE 14, 2018**

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**RECONVENE:**

**(Agenda Item G)**

Mayor Vargus reconvened the regular session of the Lakewood Village Town Council at 9:19 p.m.

**REPORTS:**

**(Agenda Item H)**

Town Secretary Asbell reported that a few spaces are still available for the CPR class to be held at Town Hall on June 30<sup>th</sup>.

Councilman Bushong thanked Dr. Carl Menckhoff for providing AED training to council and staff.

Mayor Vargus reported that he has a conflict and would like to reschedule the July 12<sup>th</sup> council meeting.

**ADJOURNMENT**

**(Agenda Item I)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:22 p.m. on Thursday, June 14, 2018. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of September 2018.

APPROVED

\_\_\_\_\_  
Ed Reed  
MAYOR PRO-TEM

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
TOWN SECRETARY

# **LAKEWOOD VILLAGE TOWN COUNCIL**

## **COUNCIL MEETING**

**JULY 10, 2018**

### **Council Members:**

Dr. Mark Vargus, Mayor  
Ed Reed – Mayor Pro-Tem  
Clint Bushong  
Elizabeth Shields  
Darrell West  
Serena Lepley

### **Town Staff:**

Linda Asbell, TRMC, CMC, Town Secretary

### **SPECIAL SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 7:00 p.m. on Tuesday, July 10, 2018, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

### **PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

### **EXECUTIVE SESSION:**

**(Agenda Item B)**

At 7:03 p.m. Mayor Vargus recessed into executive session in accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following: (1) § 551.071(1), Texas Government Code to wit: Consultation with Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Brent Ashton re: Delinquent Property Taxes, and Town of Lakewood Village V. Republic Services re: property damage claim; (2) §551.071(2): Consultation with Attorney 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 to receive legal advice regarding property damage claim involving Republic Services.

### **RECONVENE:**

**(Agenda Item C)**

Mayor Vargus reconvened the regular session of the Lakewood Village Town Council at 7:23 p.m. No action was taken.

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REGULAR SESSION  
JULY 10, 2018**

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**PUBLIC HEARING:**

**(Agenda Item D)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed fiscal year 2018-2019 budget. Mayor Vargus opened the public hearing at 7:24 p.m.

No one requested to speak.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Mayor Pro-Tem Reed, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:24 pm. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item E)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed property tax rate of \$0.30/\$100. Mayor Vargus opened the public hearing at 7:24

No one requested to speak.

**MOTION:** Upon a motion made by Mayor Pro-Tem Reed and seconded by Councilman West, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:25 pm. *The motion carried.*

**VISITOR/CITIZENS FORUM:**

**(Agenda Item F)**

Linda Loudon, MDD Board Vice President reported that the Municipal Development Board is hosting a community event on October 14. Mrs. Loudon reviewed the actives that will take place during the event and invited everyone to plan to attend.

**REGULAR AGENDA:**

**(Agenda Item G)**

Mayor Vargus announced that some of the agenda items will be taken out of order.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
JULY 10, 2018**

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**Consideration of Street Light Upgrade  
(Reed)**

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**(Agenda Item G.6)**

Mayor Pro-Tem Reed reviewed the street light upgrade proposal received from CoServ to replace the aging and inefficient street lights. The upgraded lights will be compliant with the International Dark Sky Association standards, will have a 20 year life expediency and will result in a lower electricity cost to the town. The cost to the town is \$5,141.80. Mayor Vargus stated that the council could approve this project by amending the budget in the following agenda item.

**MOTION:** *No motion was made.*

**Consideration of Amendment to 2017-2018  
Budget (Vargus)**

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**(Agenda Item G.7)**

Mayor Vargus reported that two events have occurred that will require a budget amendment. Mayor Vargus reviewed the drainage improvements that were included in the budget but will not take place this fiscal year and the capital improvements to town hall and the street light project that will need to be funded. Mayor Vargus also reviewed the reimbursed legal expenses and final election expenses. There was some discussion about the litigation settlement paid in this fiscal year. There was some discussion about improvements to Town Hall and drainage improvements needed after the Town Engineer reviews the project.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve the budget amendment as discussed. *The motion carried.*

**Discussion of Surfacing of Town Hall  
Playground (Lepley)**

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**(Agenda Item G.1)**

Councilwoman Lepley discussed the options for a new surface at the Town Hall park. Councilwoman Lepley distributed samples of a rubber mulch and discussed the benefits of using this product versus standard wood mulch. Sam Morgan of Little Elm Services has volunteered to remove the existing mulch around the playground, install the landscaping fabric, spray weed killer, and install the new surface at no charge. The Municipal Development District has agreed to contribute \$2,500 to the project. Councilwoman Lepley stated she believes this project can be completed for less than \$12,000 in cost to the town. There was discussion about \$10,000 being available in this year’s budget to cover the project so additional council action is not required.



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REGULAR SESSION  
JULY 10, 2018**

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**Discussion of Amendment to Fee Ordinance  
(Asbell)**

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**(Agenda Item G.2)**

Councilman Bushong reviewed proposed changes to contractor registration fees. There was some discussion about removing the registration fees for all contractors. Councilman Bushong will bring proposed changes for council to consider at a future council meeting.

**Discussion of Utility Rate Study (Vargus)**

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**(Agenda Item G.3)**

Mayor Vargus reviewed the utility rates of surrounding communities compared to Lakewood Village rates. There was some discussion about an emergency interconnect with the Town of Little Elm. There was some discussion about construction of a new well. Mayor Vargus provided a rate calculation spreadsheet and reviewed possible impact of rate changes. There was some discussion about Texas Commission on Environmental Quality regulations and funds the town must have available for repairs and future planning. There was some discussion about the previous rate change resulting in a lower base rate which resulted in a lower bill for customers using the minimum amount of water.

**Discussion of Republic Services Annual Rate  
Adjustment (Asbell)**

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**(Agenda Item G.4)**

Town Secretary Asbell reported that Republic Services has not provided the contract for council to review. Republic Services has requested an annual rate increase but it has actually been four years since the last increase. Over the last fifteen years Republic has requested very few rate increases. The requested increases have ranged from two-percent to nine-percent dependent upon the current Consumer Price Index. There was some discussion about negotiating fixed rates over several years and moving to quarterly bulk trash collection.

**Discussion of 2018-2019 Budget (Vargus)**

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**(Agenda Item G.5)**

Mayor Vargus reviewed the proposed budget. Mayor Vargus reviewed the individual accounting lines and reported the year to date numbers have been updated. There was some discussion about reminding citizens about the impact of properly identifying their address as Lakewood Village for sales tax purposes. There was some discussion about general fund expenses. Mayor Vargus reviewed utility fund revenues. There was some discussion about scheduled maintenance in the utility system. There was some discussion about improvements to utility system processes and equipment. There was some discussion about road maintenance. There was some discussion about moving the mailboxes on Highridge Drive. Mayor Vargus reviewed

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
JULY 10, 2018**

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the status of the bond payments. There was some discussion about potential capital improvement projects.

**EXECUTIVE SESSION:**

**(Agenda Item H)**

No executive session was held.

**RECONVENE:**

**(Agenda Item I)**

**REPORTS**

**(Agenda Item J)**

No Reports

**ADJOURNMENT**

**(Agenda Item K)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bushong council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 9:28 p.m. on Tuesday, July 10, 2018. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of September 2018.

APPROVED

\_\_\_\_\_  
Ed Reed  
MAYOR PRO-TEM

ATTEST:

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Linda Asbell, TRMC, CMC  
TOWN SECRETARY

# **LAKEWOOD VILLAGE TOWN COUNCIL**

## **COUNCIL MEETING**

**JULY 23, 2018**

### **Council Members:**

Dr. Mark Vargus, Mayor  
Ed Reed – Mayor Pro-Tem  
Clint Bushong  
Elizabeth Shields - ABSENT  
Darrell West  
Serena Lepley

### **Town Staff:**

Linda Asbell, TRMC, CMC, Town Secretary

### **SPECIAL SESSION - 6:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 6:00 p.m. on Monday, July 23, 2018, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

### **PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

### **REGULAR AGENDA:**

**(Agenda Item B)**

### **Discussion of Current Critical Water Conditions (Vargus)**

**(Agenda Item B.1)**

Mayor Vargus reported the Paluxy aquifer has drawn down and cavitation is occurring inside the well. The wells are not producing as much water and the motors have been throttled back to protect them from damage. The town has sufficient water storage but because the wells are not producing adequately to fill the storage tanks. After Stage three water conservation rules were placed in effect the average water consumption went from 150,000 gallons each day to over 200,000 gallons each day. The wells will only produce 190,000 gallons each day maximum. Mayor Vargus reported it is possible to lower one of the large well pumps deeper into the well. The well pump can be dropped in the winter when demand is lower. Stage four water conservation rules have been implemented.

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REGULAR SESSION  
JULY 23, 2018**

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**Consideration of Amendment to Drought  
Contingency and Water Management  
Ordinance (Vargus)**

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**(Agenda Item B.2)**

Mayor Vargus proposed simplifying the language in the ordinance and recommended irrigating be limited to between the hours of 6:00 p.m. and midnight. There was some discussion about hand-watering and sprinklers attached to hoses being permitted at any time. There was some discussion about the penalties for ordinance violations. There was some discussion about water consumption during the summer. Mayor Vargus reported that he has notified the fire department of the implementation of stage four. Mayor Vargus stated that he will be preparing a flyer to be used to notify citizens of the condition of the well and the water conservation regulations.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilman West, council voted four (4) “ayes”, no (0) “nays” to approve the Drought Contingency and Water Management Ordinance as presented. *The motion carried.*

**ADJOURNMENT**

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**(Agenda Item C)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman West council voted four (4) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 6:38 p.m. on Monday, July 23, 2018. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of September 2018.

APPROVED

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Ed Reed  
MAYOR PRO-TEM

ATTEST:

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Linda Asbell, TRMC, CMC  
TOWN SECRETARY



**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**AUGUST 9, 2018**

**Council Members:**

Dr. Mark Vargus, Mayor  
Ed Reed – Mayor Pro-Tem - ABSENT  
Clint Bushong  
Elizabeth Shields - ABSENT  
Darrell West  
Serena Lepley

**Town Staff:**

Summer Alvis, Deputy Town Secretary

**REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:01 p.m. on Thursday, August 9, 2018, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

**PUBLIC HEARING:**

**(Agenda Item B)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed Fiscal Year 2018-2019 budget. Mayor Vargus opened the public hearing at 7:02 p.m.

No one requested to speak.

**MOTION:** Upon a motion made by Councilman West and seconded by Councilman Bushong, council voted three (3) “ayes”, no (0) “nays” to close the public hearing at 7:02 pm. *The motion carried.*

**PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed property tax rate of \$0.30/\$100. Mayor Vargus opened the public hearing at 7:03

No one requested to speak.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
AUGUST 9, 2018**

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**MOTION:** Upon a motion made by Councilman West and seconded by Councilwoman Lepley, council voted three (3) “ayes”, no (0) “nays” to close the public hearing at 7:03 pm. *The motion carried.*

**VISITOR/CITIZENS FORUM:**

**(Agenda Item D)**

No one requested to speak

**REGULAR AGENDA:**

**(Agenda Item E)**

**Consideration of Resolution for the  
Appointment of One Member to the Board of  
Managers of the DENCO 9-1-1 District  
(Asbell)**

**(Agenda Item E.1)**

**MOTION:** Upon a motion made by Councilman West and seconded by Councilman Bushong, council voted three (3) “ayes”, no (0) “nays” to approve the resolution voting to appoint Mr. Jim Carter to the Board of Managers of the DENCO Area 9-1-1 District. *The motion carried.*

**Discussion of Current Critical Water  
Conditions (Vargus)**

**(Agenda Item E.2)**

There was some discussion.

**Discussion of New Water Well and Water  
Rates (Vargus)**

**(Agenda Item E.3)**

There was some discussion

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
AUGUST 9, 2018**

**Page 3**

**Consideration of Adoption of 2018-2019  
Budget (Vargus)**

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**(Agenda Item E.4)**

**MOTION:** Upon a motion made by Councilman West and seconded by Councilman Bushong, council voted three (3) “ayes”, and no (0) “nays” to approve the 2018-2019 Budget as discussed. *The motion carried.*

**ROLLCALL VOTE**

Mayor Vargus – present and not voting  
Mayor Pro-Tem Reed - Absent  
Councilman Bushong - aye  
Councilwoman Lepley - aye  
Councilwoman Shields - Absent  
Councilman West - aye

**Consideration of Approval of Municipal  
Development District 2018-2019 Budget  
(Asbell)**

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**(Agenda Item E.5)**

**MOTION:** Upon a motion made by Councilman West and seconded by Councilwoman Lepley, council voted three (3) “ayes”, no (0) “nays” to approve the Municipal Development District 2018-2019 Budget as presented. *The motion carried.*

**EXECUTIVE SESSION:**

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**(Agenda Item F)**

At 8:03 p.m. Mayor Vargus recessed into executive session in accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following: (1) §551.071(2): Consultation with Attorney 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 to receive legal advice regarding property damage claim involving Republic Services; (2) § 551.072 Texas Government Code to wit: deliberations about real property; and (3) §551.087: To discuss or deliberate regarding commercial or financial information that the Town of Lakewood Village has received from a business prospect that the Town seeks to have locate, stay, or expand in or near the territory of the Town of Lakewood Village and with which the Town is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect.

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
AUGUST 9, 2018**

**Page 4**

**RECONVENE:**

**(Agenda Item G)**

Mayor Vargus reconvened the regular session of the Lakewood Village Town Council at 8:13 p.m.

**REPORTS**

**(Agenda Item H)**

No Reports

**ADJOURNMENT**

**(Agenda Item I)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bushong council voted three (3) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 8:14 p.m. on Thursday, August 9, 2018. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 13th day of September 2018.

APPROVED

\_\_\_\_\_  
Ed Reed  
MAYOR PRO-TEM

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
TOWN SECRETARY



**THE STATE OF TEXAS   §**

**COUNTY OF DENTON   §**

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION  
BETWEEN DENTON COUNTY, TEXAS, AND**

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**THIS AGREEMENT** is made and entered into this \_\_\_\_\_  
day of \_\_\_\_\_ 2018, by and between **DENTON COUNTY**, a political  
subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the  
**City/Town of** \_\_\_\_\_, Denton County, Texas, also a political  
subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

**WHEREAS, COUNTY** and **MUNICIPALITY** mutually desire to be subject to  
the provisions of V.T.C.A. Government Code, Chapter 791, the Interlocal Cooperation  
Act, and V.T.C.A., Tax Code, Section 6.24 and 25.17 and;

**WHEREAS, MUNICIPALITY** has the authority to contract with the **COUNTY**  
for the **COUNTY** to act as tax assessor and collector for **MUNICIPALITY** and  
**COUNTY** has the authority to so act;

**NOW THEREFORE, COUNTY** and **MUNICIPALITY**, for and in  
consideration of the mutual promises, covenants, and agreements herein contained, do  
agree as follows:

## I.

The effective date of this Agreement shall be the 1<sup>st</sup> day of October, 2018. The term of this Agreement shall be for a period of one year, from October 1, 2018, to and through September 30, 2019. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement. **MUNICIPALITY** agrees to deliver this agreement no later than September 5, 2018 or the first Monday of September 2018 in manner required by **COUNTY** to fully execute said collection services by **COUNTY**.

## II.

For the purposes and consideration herein stated and contemplated, **COUNTY** shall provide the following necessary and appropriate services for **MUNICIPALITY** to the maximum extent authorized by this Agreement, without regard to race, sex, religion, color, age, disability, or national origin:

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for parcels in the **MUNICIPALITY** for ad valorem tax collection for tax year 2018, and each tax year for the duration of this Agreement.

**COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all current and delinquent tax

statements required by statute, supplemental changes for applicable property accounts, as well as prepare and mail any other mailing as deemed necessary and appropriate by **COUNTY**; provide daily and monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls, disburse tax monies to **MUNICIPALITY** daily (business day) based on prior day tax postings. **COUNTY** agrees to approve and refund overpayment or erroneous payment of taxes for **MUNICIPALITY** pursuant to Texas Property Tax code Sections 31.11 and 31.12 from available current tax collections of **MUNICIPALITY**; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector no later than July 25th of each year that **MUNICIPALITY** wishes publication of forms or notices specified in this section. **MUNICIPALITY** further agrees that if **COUNTY** calculates effective and rollback tax rates, **COUNTY** shall publish the required notices on behalf of **MUNICIPALITY**.

It is understood and agreed by the parties that the expense of publication shall be borne by **MUNICIPALITY** and that **COUNTY** shall provide **MUNICIPALITY**'s billing address to the newspaper publishing the effective and rollback tax rates.

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code and Section 140.010 of Local Government Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date, **COUNTY** agrees to manage all notices and publications on behalf of **MUNICIPALITY** if request is received no later than July 25th. **MUNICIPALITY** must approve all calculations and notices, in the format required by **COUNTY**, before publication may proceed. The accuracy and timeliness of all required notices are the responsibility of **MUNICIPALITY**.

5. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

6. **COUNTY** agrees to develop and maintain written policies and procedures of its operation. **COUNTY** further agrees to make available full information about the operation of the County Tax Office to **MUNICIPALITY**, and to promptly furnish written reports to keep **MUNICIPALITY** informed of all financial information affecting it.

7. **MUNICIPALITY** agrees to promptly deliver to **COUNTY** all records that it has accumulated and developed in the assessment and collection of taxes, and to cooperate in furnishing or locating any other information and records needed by **COUNTY** to perform its duties under the terms and conditions of this Agreement.

8. **COUNTY** agrees to allow an audit of the tax records of **MUNICIPALITY** in **COUNTY'S** possession during normal working hours with at least 48 hours advance, written notice to **COUNTY**. The expense of any and all such audits shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

9. If required by **MUNICIPALITY**, **COUNTY** agrees to obtain a surety bond for the County Tax Assessor/Collector. Such bond will be conditioned upon the faithful performance of the Tax Assessor/Collector's lawful duties, will be made payable to **MUNICIPALITY** and in an amount determined by the governing body of **MUNICIPALITY**. The premium for any such bond shall be borne solely by **MUNICIPALITY**.

10. **COUNTY** agrees that it will post a notice on its website, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2019.

11. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily



basis through September 30, 2019. **COUNTY** will provide monthly Maintenance and Operation (hereinafter referred to as “MO”), and Interest and Sinking (hereinafter referred to as “IS”) collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

12. **MUNICIPALITY** retains its right to select its own delinquent tax collection attorney and **COUNTY** agrees to reasonably cooperate with the attorney selected by **MUNICIPALITY** in the collection of delinquent taxes and related activities.

13. **MUNICIPALITY** will provide **COUNTY** with notice of any change in collection attorney on or before the effective date of the new collection attorney contract.

### III.

**COUNTY** hereby designates the Denton County Tax Assessor/ Collector to act on behalf of the County Tax Office and to serve as Liaison for **COUNTY** with **MUNICIPALITY**. The County Tax Assessor/Collector, and/or his/her designee, shall ensure the performance of all duties and obligations of **COUNTY**; shall devote sufficient time and attention to the execution of said duties on behalf of **COUNTY** in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of the County Tax Office employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **COUNTY** and **MUNICIPALITY**.

IV.

**COUNTY** accepts responsibility for the acts, negligence, and/or omissions related to property tax service of all **COUNTY** employees and agents, sub-contractors and /or contract laborers, and for those actions of other persons doing work under a contract or agreement with **COUNTY** to the extent allowed by law.

V.

**MUNICIPALITY** accepts responsibility for the acts, negligence, and/or omissions of all **MUNICIPALITY** employees and agents, sub-contractors and/or contract laborers, and for those of all other persons doing work under a contract or agreement with **MUNICIPALITY** to the extent allowed by law.

VI.

**MUNICIPALITY** understands and agrees that **MUNICIPALITY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **COUNTY**. **COUNTY** understands and agrees that **COUNTY**, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of **MUNICIPALITY**.

## VII.

For the services rendered during the 2018 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed by October 10, 2018 or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2018 tax rate by September 29, 2018. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2018 will cause delay in timely mailing of tax statements. Pursuant to Texas Property Tax Code §26.05 the **MUNICIPALITY** must adopt a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30<sup>th</sup> or 60 days after the certified appraisal roll is received may result in delay of processing and mailing **MUNICIPALITY** tax statements. **MUNICIPALITY** agrees to assume the costs for additional delayed tax statements, processing and mailing as determined by **COUNTY**. Notwithstanding the provisions of the Tax Code, if **MUNICIPALITY** fails to deliver the adopted tax rates (M&O and I&S) to the Tax Assessor Collector by September 29, 2018, it may cause a delay in the publication and release of tax statements.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28, 2019. The fee for this service will be a rate not to exceed **\$1.00** per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the

requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1<sup>st</sup>, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.08 of the Texas Property Tax Code to the owner of each parcel having delinquent taxes.

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service at a rate not to exceed **\$1.00** per statement pursuant to Property Tax Code Section 26.07 (f). When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will, no later than January 31<sup>st</sup>, deduct from current collections of the **MUNICIPALITY** the “Total Cost” of providing all services described in paragraphs 1-5 above. This “Total Cost” includes any such services that have not yet been performed at the time of deduction. The “Total Cost” of providing all services described in paragraphs 1-5 above shall be the total of:

**\$1.00** x the total number of parcels listed on **MUNICIPALITY's**

September 30, 2018 **end of year Tax Roll for tax year 2017.**

In the event that a rollback election as described in paragraph 6 takes place, **COUNTY** shall bill **MUNICIPALITY** for the applicable programming charge, check processing fees, refunds paid, and refund postage costs. **MUNICIPALITY** shall pay **COUNTY** all billed amounts within 30 days of its receipt of said bill. In the event costs for additional delayed tax statements, processing and mailing are incurred as described in paragraph 1, **COUNTY** shall bill **MUNICIPALITY** for such amounts. **MUNICIPALITY** shall pay **COUNTY** all such billed amounts within 30 days of its receipt of said bill.

8. **MUNICIPALITY** further understands and agrees that **COUNTY** (at its sole discretion) may increase or decrease the amounts charged to **MUNICIPALITY** for any renewal year of this Agreement, provided that **COUNTY** gives written notice to **MUNICIPALITY** sixty (60) days prior to the expiration date of the initial term of the Agreement. The County Budget Office establishes collection rates annually based on a survey of actual annual costs incurred by the **COUNTY** in performing tax collection services. The collection rate for each year is approved by County Commissioners' Court. All entities are assessed the same per parcel collection rate.

## VIII.

**COUNTY** agrees to remit all taxes, penalties, and interest collected on **MUNICIPALITY's** behalf and to deposit such funds into the **MUNICIPALITY's** depositories as designated:

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or ACH to **MUNICIPALITY** depository accounts only, and segregated into the appropriate MO and IS accounts. Only in the event of failure of electronic transfer protocol will a check for deposits of tax, penalty and interest be sent by mail to **MUNICIPALITY**.

2. If **MUNICIPALITY** uses the same depository as **COUNTY**, the deposits of tax, penalty and interest shall be by deposit transfer.

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2019. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

4. In event that **COUNTY** experiences shortage in collections as a result of an outstanding tax debt of **MUNICIPALITY**, the **MUNICIPALITY** agrees a payment in the amount of shortage shall be made by check or ACH to **COUNTY** within 15 days after notification of such shortage.

## IX.

In the event of termination, the withdrawing party shall be obligated to make such payments as are required by this Agreement through the balance of the tax year in which notice is given. **COUNTY** shall be obligated to provide services pursuant to this Agreement, during such period.

X.

This Agreement represents the entire agreement between **MUNICIPALITY** and **COUNTY** and supersedes all prior negotiations, representations, and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both **MUNICIPALITY** and **COUNTY** or those authorized to sign on behalf of those governing bodies.

XI.

Any and all written notices required to be given under this Agreement shall be delivered or mailed to the listed addresses:

**COUNTY:**  
County Judge of Denton County  
110 West Hickory  
Denton, Texas 76201  
Telephone 940-349-2820

**MUNICIPALITY:**

The City of \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



XII.

**MUNICIPALITY** hereby designates\_\_\_\_\_to act on behalf of **MUNICIPALITY**, and to serve as Liaison for **MUNICIPALITY** to ensure the performance of all duties and obligations of **MUNICIPALITY** as stated in this Agreement. **MUNICIPALITY's** designee shall devote sufficient time and attention to the execution of said duties on behalf of **MUNICIPALITY** in full compliance with the terms and conditions of this Agreement; shall provide immediate and direct supervision of the **MUNICIPALITY** employees, agents, contractors, subcontractors, and/or laborers, if any, in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of **MUNICIPALITY** and **COUNTY**.

XIII.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties that the remaining portions shall remain valid and in full force and effect to the extent possible.

XIV.

The undersigned officers and/or agents of the parties are the properly authorized officials and have the necessary authority to execute this agreement on behalf of the parties. Each party hereby certifies to the other that any resolutions necessary for this Agreement have been duly passed and are now in full force and effect.

Executed in triplicate originals this,\_\_\_\_\_day of\_\_\_\_\_2018 .

**COUNTY**

Denton County  
110 West Hickory  
Denton, Texas 76201

BY: \_\_\_\_\_  
Honorable Mary Horn  
Denton County Judge

ATTEST:

BY: \_\_\_\_\_  
Juli Luke  
Denton County Clerk

APPROVED FORM AND CONTENT:

\_\_\_\_\_  
Michelle French  
Denton County  
Tax Assessor/Collector

**MUNICIPALITY**

Town/City: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_

BY: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST:

BY: \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
Name  
Denton County Assistant  
District Attorney



# Nabors CPA Services, P.C.

CERTIFIED PUBLIC ACCOUNTANT  
AUDIT, TAX AND CONSULTING SERVICES

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(972) 464-1226

8765 Stockard Drive, Suite 404

Frisco, Texas 75034

*How well do you know your CPA?*

August 30, 2018

Town of Lakewood Village  
100 Highridge Drive  
Lakewood Village, TX 75068

I am pleased to confirm my understanding of the services I am to provide Town of Lakewood Village for the years ended September 30, 2018, September 30, 2019, and September 30, 2020. I will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of Town of Lakewood Village as of and for the years ended September 30, 2018, September 30, 2019, and September 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Lakewood Village's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of my engagement, I will apply certain limited procedures to Town of Lakewood Village's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to my inquiries, the basic financial statements, and other knowledge I obtained during my audit of the basic financial statements. I will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited.

1. Management's Discussion and Analysis.
2. Budgetary Comparison Schedules

## **Audit Objective**

The objective of my audit is the expression of an opinion as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the first paragraph when considered in relation to the financial statements as a whole. My audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures I consider necessary to enable me to express such an opinion. We will issue a written report upon completion of our audit of Town of Lakewood Village's financial statements. Our report will be addressed to the town Council of the Town of Lakewood Village. I cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for me to modify my opinion or add emphasis-of-matter or other-matter paragraphs. If my opinion on the financial statements is other than unmodified, I will discuss the reasons with you in advance. If, for any reason, I am unable to complete the audit or am unable to form or have not formed an opinion, I may decline to express an opinion or may withdraw from this engagement.

**Member of:**  
**American Institute of CPA's**  
**Texas Society of CPA's**

### **Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, my audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. I will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because I will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, I will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to my attention. I will also inform the appropriate level of management of any violations of laws or governmental regulations that come to my attention, unless clearly inconsequential. My responsibility as auditor is limited to the period covered by my audit and does not extend to any later periods for which I am not engaged as auditor.

My procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. I will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of my audit, I will require certain written representations from you about the financial statements and related matters.

### **Audit Procedures – Internal Control**

My audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.

### **Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatements, I will perform tests of Town of Lakewood Village's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of my audit will not be to provide an opinion on overall compliance and I will not express such an opinion.

## **Management Responsibilities**

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that I may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws and regulations.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include my report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to me in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

You agree to assume all management responsibilities for financial statement preparation services and any other non-attest services I provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

I expect to begin my audit for the year ended September 30, 2018 on approximately October 30, 2018 and to issue my report no later than November 30, 2018. Wayne Nabors is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it. My fee for these services will be at my standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that I agree that my gross fee, including expenses will not exceed \$11,600 for the year ended September 30, 2018, \$12,100 for the year ended September 30, 2019, and \$12,600 for the year ended September 30, 2020. My standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, I will discuss it with you and arrive at a new fee estimate before I incur the additional costs.

An invoice for one half of the audit fee will be submitted at the start of field work and one for the remainder upon delivery of the audit report to the Town Council.

I appreciate the opportunity to be of service to the Town of Lakewood Village and believe this letter accurately summarizes the significant terms of my engagement. If you have any questions, please let me know. If you agree with the terms of my engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Wayne Nabors", written over a horizontal line.

Nabors CPA Services, P.C.

### **RESPONSE:**

This letter correctly sets forth the understanding of Town of Lakewood Village.

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE TOWN OF LAKEWOOD VILLAGE, TEXAS**

**RESOLUTION NO. 18-04**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF  
LAKEWOOD VILLAGE, TEXAS, DESIGNATING THE LITTLE  
ELM JOURNAL AS THE OFFICIAL TOWN NEWSPAPER.**

**WHEREAS**, Local Government Code § 52.004 requires that a municipality shall contract with and name an official newspaper; and,

**WHEREAS**, The Denton Record Chronicle meets the statutory requirements of eligibility for designation as an official newspaper.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE  
TOWN OF LAKEWOOD VILLAGE, TEXAS, THAT THE DENTON RECORD  
CHRONICLE IS DESIGNATED THE OFFICIAL NEWSPAPER OF THE TOWN OF  
LAKEWOOD VILLAGE.**

.

PASSED, APPROVED, AND RESOLVED this 13<sup>th</sup> day of September 2018.

APPROVED:

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Dr. Mark E. Vargus,  
Mayor

ATTEST:

---

Linda Asbell, TRMC, CMC  
Town Secretary

## Linda Asbell

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**From:** Mike Baalman <MBaalman@Billingsleyco.com>  
**Sent:** Friday, August 31, 2018 11:42 AM  
**To:** Linda Asbell  
**Subject:** 409 Widening driveway  
**Attachments:** 409 drieway extension.pdf

Good morning Linda I would like to request a variance to widen the driveway at 409 Peninsula. Let me know if you need anything else.

**Mike Baalman**

**Project Superintendent**

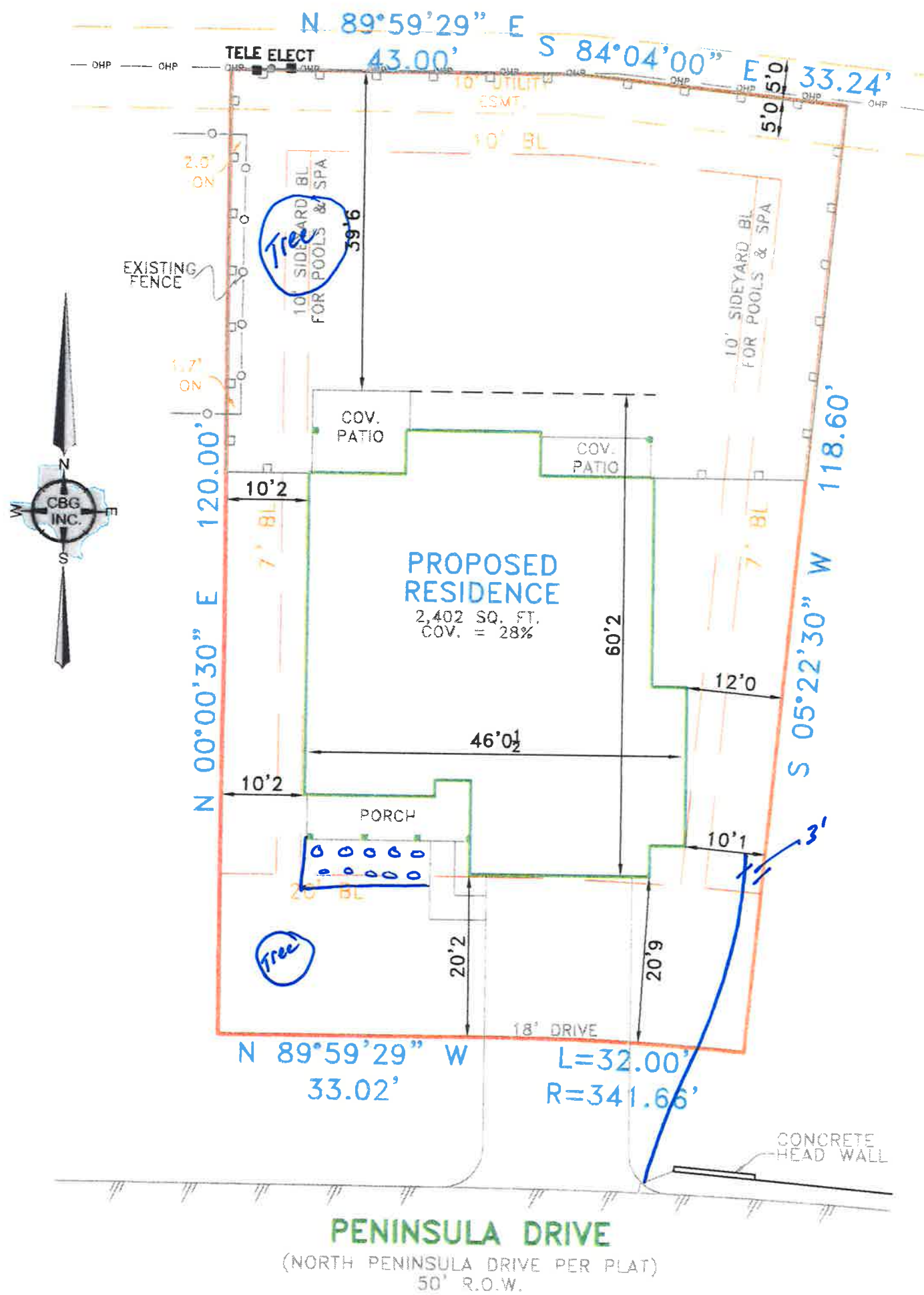
Billingsley Construction, Inc. | 3313 Plano Pkwy | The Colony, Texas 75056  
| Mobile: 214-325-2185 | [mbaalman@billingsleyco.com](mailto:mbaalman@billingsleyco.com)



We Partner in Creating Life-Enhancing Communities



# PLOT PLAN



## *“Saving the Dark”*



Gary Carter: Texas Astronomical Society of Dallas and Texas Chapter of the IDA

The Texas Astronomical Society of Dallas (TAS) was founded in 1955, one of the oldest charters in the state. Its purpose is to promote interest and research, and to give instruction in the science of astronomy and related disciplines. One of these disciplines includes night sky preservation.

In 1955, the related field of light pollution was of little concern, 65% of Texans lived in urban areas and light pollution was of little concern. By 2010, urban living Texans increased to 85% and light pollution has become a serious problem. Astronomers, biologists, and environmentalists are all joined in their concerns over the loss of dark skies and deleterious effects on all living things.

With over 400 members, the Texas Astronomical Society of Dallas belongs to the International Dark-Skies Association (IDA) and seeks to protect the night skies for present and future generations. Founded in 1988, the primary goals of the IDA include:

- Advocate for the protection of the night sky
- Educate the public and policymakers about night sky conservation
- Promote environmentally responsible outdoor lighting
- Empower the public with the tools and resources to help bring back the night

Working closely with the Texas Parks and Wildlife Department (TPWD) and the Texas Chapter of the IDA, members of the Texas Astronomical Society of Dallas have helped establish night sky preservation programs at our Texas State parks. Copper Breaks State Park was the first Texas State Park to perform night sky interpretive programs and secure a Gold Tier designation from IDA. Continuing this work with TPWD, Palo Pinto Mountains and Caprock Canyons State Parks will soon have night sky interpretive programs and be dark skies compliant, all examples of the astronomy club's popularity, influence and benefit to our ecosystems.

Gary Carter is a long-time fixture with the TAS, having served in several leadership positions with the Society over twenty-nine years, and being an amateur astronomer in North Texas area for fifty years. This long tenure has given him a bird's eye view of light pollution and attitudinal changes toward it. He recently received the Omega Centauri Award from the Texas Star Party in recognition of dedicated service toward astronomy through Education and Public Outreach through the Texas Astronomical Society of Dallas, NASA/JPL Solar System Ambassadors program,

Three Rivers Foundation Comanche Springs Astronomy Campus, City Lights Astronomical Society for Students, International Dark Sky Association, Texas Parks and Wildlife Department, and the Girl Scouts of Northeast Texas.

#### “Saving the Dark” Presentation

For three billion years, life on Earth existed in a rhythm of light and dark that was created solely by the illumination of the Sun, Moon and stars. Now, artificial lights overpower the darkness and our cities glow at night, disrupting the natural day-night pattern and shifting the delicate balance of our environment.

The negative effects of the loss of this inspirational natural resource might seem intangible. But a growing body of evidence links the brightening night sky directly to measurable negative effects including:

- Increased energy consumption
- Impact to our night sky heritage
- Impacts to nocturnal ecosystems and wildlife
- Impacts to human health
- Misconceptions regarding light, crime and safety

This presentation will introduce terminology used to define light pollution, discuss the reasons excess, wasted light fits the definition of a pollutant, demonstrate and quantify its effects, and utilize tools to measure “sky quality”. We will explore avenues available to restore our night sky through:

- a basic understanding of the properties of light and light sources
- identification of “good” and “bad” lighting technologies, and
- the application of sound architectural and engineering approaches to illuminating streets, residential neighborhoods, and commercial districts in the communities we live in.
- working with the public, city planners, legislators, lighting manufacturers, parks, and protected areas to educate and enact model lighting ordinances to establish minimum guidelines for new construction and timelines for retiring outdated light fixtures.

## **TOWN OF LAKEWOOD VILLAGE**

### **ORDINANCE NO. 18-03**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS FIXING AND LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019 AT A RATE OF \$.30 PER ONE HUNDRED DOLLARS (\$100.00) ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS OF THE TOWN AS OF JANUARY 1, 2018; DIRECTING THE ASSESSMENT THEREOF TO PROVIDE REVENUES FOR THE PAYMENT OF CURRENT OPERATIONS AND MAINTENANCE EXPENSES; PROVIDING FOR DUE AND DELINQUENT DATES TOGETHER WITH PENALTIES AND INTEREST; ADOPTING AN EXEMPTION FROM THE TAX HEREIN LEVIED FOR PERSONS 65 YEARS OF AGE OR OLDER IN THE AMOUNT OF \$25,000.00 OF THE APPRAISED VALUE OF THEIR RESIDENCE HOMESTEAD; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE AND SEVERABILITY CLAUSE; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (the "Town") hereby finds that the tax for the fiscal year beginning on October 1, 2018 and ending September 30, 2019 hereinafter levied for current expenses of the Town and the general improvements of the Town and its property, must be levied to provide the revenue requirements of the budget for the ensuing year; and

**WHEREAS**, the Town Council has approved, by a separate ordinance, adopted on the 13th of September, 2018 the budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and

**WHEREAS**, all statutory and constitutional requirements concerning the levying and assessments of ad valorem taxes have been approved and completed in due and correct time.

**NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

Section 1. That there be and is hereby levied and ordered to be assessed and collected for the fiscal year beginning October 1, 2018 and ending September 30, 2019, on all taxable property, real, personal, and mixed, situated within the corporate limits of the Town of Lakewood Village, Texas, and not exempted by the Constitution of the State, valid State laws or this ordinance, a total tax of \$.30 on each One Hundred Dollars (\$100.00) assessed value of taxable property, which shall be apportioned and distributed as follows : For the purpose of the payment of defraying the maintenance and operation expenses of the Town, a tax of \$.25 on each One Hundred Dollars (\$100.00) assessed value of all taxable property, and for the purpose of the payment of defraying debt servicing expenses of the Town, a tax of \$.05 on each One Hundred Dollars (\$100.00) assessed value of all taxable property.

Section 2. That all ad valorem taxes shall become due and payable on October 1, 2018, and

all ad valorem taxes shall be delinquent after January 31, 2019. There shall be no discount for payment of taxes on or prior to January 31, 2019. A delinquent tax shall incur all penalty and interest authorized by law.

Section 3. Taxes shall be payable in Denton County, Texas at the office of the Denton County Tax Collector. The Town shall have available all rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

Section 4. All delinquent taxes shall bear interest as provided by Law, in addition to penalties.

Section 5. There is hereby adopted and established an exemption from the tax levied by this ordinance for persons who are 65 years of age or older in the amount of \$25,000.00 of the appraised value of their residence homestead.

Section 6. That any and all ordinances, resolutions, rules, regulations, policies or provisions in conflict with the provisions of this ordinance are hereby repealed and rescinded to the extent of the conflict herewith.

Section 7. If any section, paragraph, sentence, clause, phrase or word in this ordinance, or application thereof by any person or circumstances, is held invalid by any Court of competent jurisdiction, such holdings shall not affect the validity of the remaining portions and shall remain in full force and effect.

Section 8. The fact that it is necessary that this ordinance be enacted in order to authorize the collection of ad valorem taxes for the fiscal year beginning October 1, 2018, and ending September 30, 2019, this ordinance shall take effect from and after its passage as the law in such cases provides.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 13<sup>th</sup> day of September 2018.

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Dr. Mark E. Vargus  
Mayor

ATTESTED:

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Linda Asbell, TRMC, CMC  
Town Secretary

## **TOWN OF LAKEWOOD VILLAGE**

### **ORDINANCE NO. 18-02**

#### **AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ADOPTING AND APPROVING THE BUDGET FOR THE FISCAL YEAR BEGINNING ON OCTOBER 1, 2018 AND TERMINATING ON SEPTEMBER 30, 2019, AND MAKING APPROPRIATIONS FOR EACH DEPARTMENT PROJECT AND ACCOUNT; AND DECLARING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (the “Town”) has caused to be filed with the Town Secretary a budget to cover all proposed expenditures of the government of the Town for the fiscal year beginning October 1, 2018 and terminating September 30, 2019, and

**WHEREAS**, the said budget shows as definitely as possible each of the various projects for which appropriations are set in the budget, and the estimated amount of money carried in the budget for each of such projects, and

**WHEREAS**, said budget has been filed with the Town Secretary and available for inspection by any taxpayer, and

**WHEREAS**, public notice of a public hearing on the proposed annual budget, stating the date, time, place, and subject matter of said hearing, was given as required by laws of the State of Texas, and

**WHEREAS**, such public hearing was held on July 10, 2018, and August 9, 2018 prior approval of which date being hereby ratified and confirmed by the Town Council, and all those wishing to speak on the budget were heard, and

**WHEREAS**, the Town Council has studied said budget and listened to the comments of the taxpayers at the public hearing held therefore and has determined that the budget attached hereto is in the best interest of the Town of Lakewood Village.

#### **NOW, THEREFORE BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

1. That the budget attached hereto as Exhibit “A” and incorporated herein for all purposes is adopted for the fiscal year beginning October 1, 2018 and ending September 30, 2019; and such purposes, respectively such sums of money for such projects, operations, activities, purchases and other expenditures as proposed in the attached budget.
2. That no expenditures of the funds of the Town shall hereafter be made except in compliance with such budget, except in case of grave necessity, emergency expenditures to meet unusual or unforeseen conditions, which could not, by reasonable, diligent thought and attention, have included in the original budget, may from time to time be authorized by the Town Council as amendments to the original budget.

3. That the Mayor shall file or cause to be filed a true and correct copy of said budget, along with this ordinance with the Town Secretary.
4. The necessity of adopting and approving a proposed budget for the next fiscal year as required by the laws of the State of Texas, require that this ordinance shall take effect immediately from and after its passage, and it is accordingly so ordained.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 9th day of August 2018.**

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Dr. Mark E. Vargus  
MAYOR

**ATTESTED:**

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Linda Asbell, TRMC, CMC  
Town Secretary



**TOWN OF LAKEWOOD VILLAGE, TEXAS  
FISCAL YEAR 2018-2019  
ANNUAL BUDGET**

This budget will raise more total property taxes than last year's budget by \$18,515 or 6.5%, and of that amount \$7,013 is tax revenue to be raised from new property added to the tax roll this year.

Debt obligations were reduced by \$154,000 in the prior year and now total \$1,024,000. Scheduled Interest and Principle payments on debt in 2019 will be \$176,806. Of this amount, Debt Servicing revenue will pay \$50,481 and maintenance and operation funds of \$126,325 will be used to pay the remainder. The amount of maintenance and operation funds used in debt payments is 50 percent of the maintenance and operations total revenue.



**RECORD OF VOTE ON PROPOSAL TO CONSIDER ADOPTION OF BUDGET**

POSITION	NAME	FOR	AGAINST	PRESENT and not voting	ABSENT
<b>Mayor</b>	Dr. Mark E. Vargus			X	
<b>Mayor Pro-Tem</b>	Ed Reed				X
<b>Council Member #1</b>	Elizabeth Shields				X
<b>Council Member #2</b>	Darrell West	X			
<b>Council Member #4</b>	Serena Lepley	X			
<b>Council Member #5</b>	Clint Bushong	X			

**PROPERTY TAX RATE COMPARISON (Rates expressed per \$100 of value)**

TAX RATE	TAX YEAR 2017	TAX YEAR 2018
Property Tax Rate	\$0.300000/\$100	\$0.300000/\$100
Effective Tax Rate	\$0.283159/\$100	\$0.288338/\$100
Effective Maintenance and Operations Tax Rate	\$0.235966/\$100	\$0.240282/\$100
Interest & Sinking Fund Rate (Actual)	\$0.185575/\$100	\$0.175119/\$100
Interest & Sinking Fund Rate (Adopted)	\$0.050000/\$100	\$0.050000/\$100
Rollback Tax Rate	\$0.440418/\$100	\$0.434623/\$100

**PROPERTY TAX RATE COMPARISON (Rates expressed per \$100 of value)**

DEBT ISSUE	PRINCIPAL	INTEREST	TOTAL
<b>2014 Certificates of Obligation</b>	0.05	0	0.05

# 2018-2019 Budget

## General Fund

			2017	2017	2018	YTD	2019
REVENUES			Budget	Actual	Budget	7/1/2018	Budget
Property Taxes			\$266,580	\$266,580	\$288,000	\$281,209	\$306,000
Franchise Fees			\$27,584	\$27,584	\$30,000	\$27,174	\$30,000
Sales Taxes			\$38,672	\$47,101	\$34,000	\$20,582	\$25,000
Fines & Forfeitures			\$23,808	\$23,434	\$3,000	\$8,817	\$3,000
Licenses & Permits			\$44,681	\$43,406	\$41,400	\$38,460	\$41,600
Fees & Service Charges			\$46,950	\$57,617	\$45,200	\$32,760	\$42,600
Interest			\$459	\$465	\$700	\$1,588	\$3,000
Miscellaneous			\$3,023	\$2,705	\$4,000	\$3,565	\$3,000
	<b>TOTAL</b>		<b>\$451,757</b>	<b>\$468,892</b>	<b>\$446,300</b>	<b>\$414,155</b>	<b>\$454,200</b>
			2017	2017	2018	YTD	2019
EXPENDITURES			Budget	Actual	Budget	7/1/2018	Budget
General Government			\$206,173	\$201,472	\$196,900	\$173,836	\$176,900
Public Safety			\$24,900	\$24,900	\$25,000	\$13,550	\$25,000
Public Works			\$40,218	\$40,218	\$27,500	\$25,389	\$30,500
Capital Outlay			\$8,369	\$12,624	\$5,000	\$0	\$11,000
Debt Service (Principle)			\$149,000	\$149,000	\$154,000	\$154,000	\$158,000
Debt Service (Interest)			\$24,925	\$24,925	\$21,900	\$11,721	\$18,806
	<b>TOTAL</b>		<b>\$453,585</b>	<b>\$453,139</b>	<b>\$430,300</b>	<b>\$378,496</b>	<b>\$420,206</b>

## Utility Fund

			2017	2017	2018	YTD	2019
REVENUES			Budget	Actual	Budget	7/1/2018	Budget
Water			\$149,460	\$146,713	\$160,000	\$101,249	\$150,000
Sewer			\$106,505	\$103,063	\$106,000	\$81,788	\$106,000
Sanitation			\$47,417	\$45,123	\$50,000	\$35,848	\$50,000
Fees and Services			\$15,867	\$15,867	\$16,460	\$16,558	\$17,510
Other Income			\$1,983	\$5,264	\$2,000	\$14,568	\$2,000
Interest Revenue			\$907	\$844	\$540	\$505	\$1,000
	<b>TOTAL</b>		<b>\$322,139</b>	<b>\$316,874</b>	<b>\$335,000</b>	<b>\$250,516</b>	<b>\$326,510</b>
			2017	2017	2018	YTD	2019
EXPENDITURES			Budget	Actual	Budget	7/1/2018	Budget
Contract Services			\$115,952	\$113,962	\$88,200	\$62,100	\$151,800
Administrative			\$79,490	\$79,490	\$87,400	\$65,795	\$85,550
Repairs and Maintenance			\$67,356	\$61,533	\$28,900	\$34,754	\$34,300
Miscellaneous			\$882	\$882	\$1,000	\$2,191	\$1,000
Garbage Collections			\$41,291	\$41,291	\$43,000	\$31,063	\$46,000
Capital Improvements			\$98,236	\$98,236	\$65,000	\$47,081	\$10,000
	<b>TOTAL</b>		<b>\$403,207</b>	<b>\$395,394</b>	<b>\$313,500</b>	<b>\$242,984</b>	<b>\$328,650</b>

## Linda Asbell

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**From:** Bernas, Rick <RBernas@republicservices.com>  
**Sent:** Monday, August 13, 2018 12:35 PM  
**To:** 'linda@lakewoodvillagetx.us'  
**Subject:** New Agreement / Rates Republic Services

The following are the approved rates from our corporation, Once I know which rate structure you choose we can draft a new contract for your review.

Options 1 – fixed 3% every year – years 1-5. Rate year 1 \$20.50 per home

Option 2 – Rate increase years 2 and 4 at – 5.1% -rate year 1 \$20.50 per home

Option 3 – Rate increase years 3 and 5 at 7.5% year 1 rate – \$20.50

Option 4 fixed rate with the ability to raise once per year , if landfill increases or Recycle increases . \$21.77 per home

This is for once a quarter bulk services.

Let me know what your thoughts are.

Thank you

**Rick Bernas**  
Manager Municipal Sales  
North Texas

4200 East 14th Street Plano, TX 75074  
[e rbernas@republicservices.com](mailto:rbernas@republicservices.com)  
[o 469-443-7006](tel:469-443-7006) [c 972-880-0276](tel:972-880-0276)  
[w www.RepublicServices.com](http://www.RepublicServices.com)



We'll handle it from here.™



# MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Tax Attorney Agreement

---

The Town has a long-term relationship with Sawko & Burroughs to enforce State Tax Law and handle our delinquent tax accounts. In accordance with Texas law, all payments to S&B are made by the delinquent taxpayer through additional penalties and levies. The Town does not pay anything. The Town receives 100 percent of the taxes, penalties and interest that we are due.

Historically, the Town's collection rate was slightly over 100 percent of the initial levy (due to a handful of late payments). In my decade of experience we have only filed a tax suit once, and in that case the mowing liens were approximately ten times the taxes due.<sup>1</sup>

Recently, we have had to spend council time and action on a significant delinquency. During consultations with our tax attorneys, it became clear that there are benefits to making the process more automated. In my talks with Mark Burroughs, he gave me examples of various cities and entities approaches to their criteria for filing tax suits.

I am presenting to the Council a renewal of Sawko & Burrough's standard five year service contract. **The only new contract terms are in Exhibit A - The Collections Directive.** This directive pre-authorizes our attorneys to file a tax suit after July 15th under the following criteria:

1. The amount due is large (over 1% of our tax revenues); or
2. the amount is seriously late (over 3 years); or
3. the owner has many properties that are delinquent.

The Town can always change the directive at any time, and nothing precludes the Town from making specific instructions to our attorneys. The goal of the amendment is to make tax collection as fair, equitable, and transparent as possible and minimizing the Council's role in this necessary function.

I look forward to your comments;

---

<sup>1</sup> Under the Texas Tax Code, when you file a tax suit, you can consolidate ALL liens that are owed the city into one lawsuit. So, in this case numerous labor(mowing) liens on the vacant lot were included in the suit. The owner paid the full amount.

**CONTRACT FOR THE  
COLLECTION OF DELINQUENT TAXES**

**THE STATE OF TEXAS**

**§**

**COUNTY OF DENTON**

**§**

**§**

THIS CONTRACT is made and entered into by and between **TOWN OF LAKEWOOD VILLAGE** by and through its governing body, hereinafter called First Party, and **Sawko & Burroughs, P.C.**, Attorneys at Law, hereinafter called Second Party.

**I.**

First Party agrees to employ and does hereby employ Second Party to enforce by suit or otherwise the collection of all delinquent ad valorem taxes, penalty and interest owing to First Party. All unpaid delinquent taxes shall become subject to the terms of this contract on July 1 of the year in which the same shall become delinquent except that suits and bankruptcy cases resolved before July 1 must include current year delinquent taxes which are also subject to the terms of this contract. Delinquent personal property and mobile home taxes shall become subject to the terms of this contract on February 1 of each year at no cost to First Party.

**II.**

Second Party is to call to the attention of First Party's designated tax collector ("Tax Collector") or other officials, any errors, double assessments or other discrepancies coming under his observation during the progress of the work, and Second Party is to intervene on behalf of First Party in all suits for ad valorem taxes of property within its geographical limits.

**III.**

First Party agrees to furnish a delinquent tax roll to Second Party on all property within First Party's taxing jurisdiction. Second Party will furnish delinquent tax statements and will assume responsibility for having penalty and interest computed on said statements before statements are mailed to property owners.

#### **IV.**

Second Party agrees to file suit on and reduce to judgment and sale any property located within the First Party's taxing jurisdiction upon which First Party may assert or place a lien for taxes remaining delinquent after July 15 of the year of delinquency save and except as may be specifically provided otherwise on the Collections Directive attached hereto as Exhibit "A" and incorporated herein for all purposes. Second Party shall additionally provide for foreclosure of other municipal liens only upon the turnover of same to Second Party at First Party's discretion for consideration as may be provided by law as compensation for such legal services. The Second Party shall have the authority to procure on behalf of First Party the necessary data and information as to the name, identity, and location of the necessary parties, and legal description of the property to be sold. Second Party agrees to sue for recovery of these costs as court costs as provided by Texas Property Tax Code Section 33.48.

#### **V.**

Second Party agrees to make progress reports to First Party upon request and shall advise the First Party concerning delinquent accounts where an investigation reveals mitigating circumstances.

#### **VI.**

First Party agrees to pay to Second Party as compensation for services required hereunder the maximum allowable to be charged as additional penalty under Texas Property Tax Code Sections 33.07 and 33.11, or as attorney's fees charged as costs in a suit to collect a delinquent tax under Texas Property Tax Code Section 33.48, whichever is applicable, only upon collection and payment by the collector of taxes after the earliest dates for attachment of said penalty and/or costs prescribed in the aforementioned statutes. All compensation provided for herein shall become the property of Second Party at the time of payment of taxes, penalty, interest and costs to the collector of taxes, subject to the terms of this contract. The collector shall pay over said funds monthly by check.

**VII.**

This contract shall become effective on \_\_\_\_\_, **2018** and shall continue for a term of five (5) years, automatically renewable for five (5) year successive terms thereafter unless any such renewal is specifically declined at First Party's unilateral option. Upon non-renewal, Second Party shall have an additional six months to reduce to judgment all suits filed prior to the date of contract expiration, and provided further that Second Party shall handle to conclusion all suits in which trial court judgments are obtained during the period of this contract and which are appealed by any party. In consideration of the terms and compensation herein stated, Second Party hereby accepts said employment and undertakes the performance of this contract as above written.

**VIII.**

If any portion of this contract is deemed unenforceable due to operation of law or otherwise, all remaining provisions shall continue to operate in full force and the parties shall be bound thereby until the end of the contract term.

**IX.**

This contract is executed on behalf of First Party by the presiding officer of its governing body who is authorized to execute this instrument by resolution or order heretofore passed this the \_\_\_\_\_ **day of** \_\_\_\_\_, **2018**, in **LAKEWOOD VILLAGE**, Denton County, Texas.

**SAWKO & BURROUGHS, P.C.**

**TOWN OF LAKEWOOD VILLAGE**

BY: \_\_\_\_\_  
Mark A. Burroughs  
Attorney at Law

BY: \_\_\_\_\_  
Presiding Officer

**ATTEST:**

BY: \_\_\_\_\_  
Gregory J. Sawko  
Attorney

BY: \_\_\_\_\_  
at \_\_\_\_\_ Law

EXHIBIT "A"

**Collections Directive**

The Town of Lakewood Village hereby specifically directs Sawko & Burroughs, P.C. to initiate tax collections lawsuits on its behalf against delinquent ad valorem tax accounts only under the following conditions:

1. The amount due (including penalty and interest) exceeds one percent (1%) of the Town's Maintenance and Operations tax assessment for the current year; or
2. The tax account has remained delinquent for three (3) or more years (regardless of the amount due); or
3. The taxpayer owns three (3) or more delinquent tax accounts due to the Town.

This Collections Directive may be amended unilaterally by the Town from time to time with written notice to Sawko & Burroughs, P.C. of such amendment(s).





## MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: CO/CSI Proposed Changes

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Under TCEQ rules, the Town, as the water provider, must perform routine Customer Service Inspections of customers to identify and eliminate any cross-connection hazards. In addition to this inspection, the Town has a long-standing policy of performing a safety inspection (Certificate of Occupancy) prior to any changes to any utility billing responsible parties.

Over time, cases have arisen where it has been necessary to grant a temporary CO to allow a new owner to make repairs. In addition temporary CO's have been granted when the violation was easily curable, however, the wait for an inspection would cause a hardship. However, sometimes we have had issues of non compliance and we have lacked an effective way to enforce our agreement. The proposed changes include requiring a refundable deposit to enhance compliance.

Temporary CO's were not in the original ordinance. The proposed ordinance changes add a section on Temporary CO's and place certain requirements on their issuance.

I look forward to your comments;

**TOWN OF LAKEWOOD VILLAGE  
CERTIFICATE OF OCCUPANCY  
CUSTOMER SERVICE INSPECTION  
ORDINANCE 18-xx16-02 REVISED**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, REQUIRING RECERTIFICATION OF OCCUPANCY INSPECTION UPON CHANGES IN WATER BILLING RESPONSIBLE PARTIES FOR PROPERTIES INSIDE THE CORPORATE LIMITS OF THE TOWN OF LAKEWOOD VILLAGE; REQUIRING A TCEQ CUSTOMER SERVICE INSPECTION FOR PROPERTIES INSIDE THE CORPORATE LIMITS OF THE TOWN OF LAKEWOOD VILLAGE AND PROPERTIES LOCATED IN THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE WHICH RECEIVE WATER SERVICE FROM THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR THE COLLECTION OF FEES; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village (“the Town”) finds there are a growing number of residential rental properties, homes owned on a temporary basis, and unoccupied dwellings;

**WHEREAS**, inadequate home maintenance directly affects the health, life, safety and welfare of the citizens of the Town and Extra Territorial Jurisdiction (ETJ) and negatively impacts the health and vitality of the surrounding neighborhood, Town, and ETJ as a whole;

**WHEREAS**, it is the responsibility of the Town to protect the safety of new residents and ensure that existing structures are in compliance with relevant property maintenance codes;

**WHEREAS**, Title 30 Texas Administrative Code, Chapter 290, Rule 290.46 requires water providers to perform customer service inspections (CSI) where the water provider has reason to believe that cross-connections or other potential contaminant hazards may exist;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THAT:**

## **Section 1: Findings**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

## **Section 2: Repeal**

CO / CSI Ordinance ~~16-0212-07~~ is hereby repealed in its entirety.

## **Section 3: Penalty Clause**

### **A. Violation**

A person who violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

### **B. Fine**

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

## **Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## **Section 5: Severability**

### **A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

### **B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

**Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

**Section 7: Effective Date**

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas  
this the ~~13~~<sup>14</sup>th day of ~~September~~<sup>January</sup>, ~~2018~~<sup>2016</sup>.

\_\_\_\_\_  
Dr. Mark Vargus  
Mayor

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, ~~CMC~~  
Town Secretary

## **Exhibit A**



# **CERTIFICATE OF OCCUPANCY / CUSTOMER SERVICE INSPECTION ORDINANCE**

Adopted: ~~September~~January 14~~13~~th, 2018~~2016~~

## **SECTION 1: PROVISIONS**

### **1.1. PURPOSE**

A certificate of occupancy is evidence that the home complies substantially with the local codes as adopted by the Town of Lakewood Village and is safe to occupy.

### **1.2. APPLICATION**

#### **1.2.1. Certification of Occupancy**

The Town shall not provide municipal services (water, wastewater, or solid waste), nor shall the Town release electrical power, nor shall the town permit the occupancy of said residence until a Certification of Occupancy (CO) inspection has been performed and passed.

#### **1.2.2. Customer Service Inspection**

The Town shall not provide municipal services, nor shall the Town release electrical power, nor shall the Town permit the occupancy of said residence until a CSI inspection has been performed and passed. The CSI inspection report is to be retained by the Town for at least ten (10) years and is to be available for inspection by TCEQ (30 TAC Chapter 290.46(i)).

#### **1.2.3. Triggers**

- 1) A new home is constructed and occupied;
- 2) An application for utilities is received for an existing home; or
- 3) Reconnection of utilities for existing accounts that have not been in "good standing" for a period of six (6) months or more.

### **1.3. SCOPE**

This ordinance applies to all single and multi-family homes within the Town of Lakewood Village and the utility service area of the ETJ.

#### **Exceptions**

An inspection is not required if the change in the responsible billing party arises due to any of the following:

- 1) New home construction;
- 2) Homes where a passing [RCO](#)/CSI inspection has been obtained within 90 days prior to the current change in ownership or responsible party for a utility account; or
- 3) The new responsible party is a member of the current household.

### **1.4. CERTIFICATION OF OCCUPANCY INSPECTION**

The inspection shall be performed by the building official or his/her authorized designee. Areas to be covered under the inspection include general health and safety issues and include, but are not limited to:

- ☐ Electrical Hazards (exposed conductors, electrical service panels, GFCI protection in all wet areas, primary cold water ground and secondary grounding);
- ☐ Existing plumbing (visible leaks, fixtures, proper air gaps, vacuum breakers at all hose bibbs);
- ☐ Interior structure conditions (walls, ceiling);
- ☐ Smoke detectors (located in all bedrooms and adjacent areas);
- ☐ Foundation conditions (cracks/breaks);
- ☐ Stairs, hand / guardrail condition;
- ☐ Exterior surfaces (rotted);
- ☐ Exits from home (including operable bedroom windows);
- ☐ Heating equipment (water heater/furnace);
- ☐ A/C equipment condition (in proper working order);
- ☐ Adequate ventilation in bathrooms and laundry rooms (windows or exhaust fans);
- ☐ Garbage and debris (outside);
- ☐ Accessory buildings (structural condition, exterior surface rotted);
- ☐ Fence condition (rotted, upright position);
- ☐ Driveway / sidewalk hazards (cracks, breaks with more than three (3) inches of deflection and cracks in excess of three (3) inches); and
- ☐ Address posted minimum size four (4) inches of contrasting color.

#### 1.5. CUSTOMER SERVICE INSPECTION

The inspection is to be performed by the building official or his/her authorized designee with a valid TCEQ CSI license or T.S.B.P.E. W.S.P. endorsement. The inspection shall assess whether the potential for contamination of the Town water supply exists. As per 30 TAC Chapter 290, the inspection should, at a minimum, ensure that neither cross-connections nor unacceptable plumbing practices are present, and identify and prevent potential contaminant hazards and illegal lead materials. The inspector must use the TCEQ approved CSI form (30 TAC 290.47(d)).

#### 1.6. FEES

The fees associated with the required inspections and re-inspections are established in the Town's Consolidated Fee Ordinance.

#### 1.7. TEMPORARY CERTIFICATE OF OCCUPANCY (TCO)

The granting of a Temporary Certificate of Occupancy (TCO) is at the discretion of the Town. Upon a request from a property owner, the building official is authorized to grant a Temporary Certificate of Occupancy in order to provide utilities which will allow the property owner to perform repairs. The granting of TCO is subject to the following conditions:

1. A signed notarized agreement between the Town and the owner acknowledging:
  - a. The expiration date of the TCO,
  - b. The items to be corrected,





- c. An acknowledgement that utilities will be discontinued at the expiration of the TCO unless the CO/CSI inspection has been passed,
- d. If applicable, the receipt and terms of the deposit
2. If the TCO period exceeds seven days, the payment of a refundable administrative safety deposit of one thousand dollars (\$1,000) will be required. If the CO/CSI inspection is not passed prior to the expiration of the TCO the deposit will be retained the Town to the pay for administrative costs, legal fees, and utility disconnect/reconnect fees.
- The denial of a TCO by the Building Official can be appealed to the Town Council.

## **End of Exhibit A**

### **Adoption and Summary of Amendments**

<b><u>Ordinance Number</u></b>	<b><u>Date</u></b>	<b><u>Summary</u></b>
<b><u>18-xx</u></b>	<b><u>September 13, 2018</u></b>	<ul style="list-style-type: none"><li><b><u>• Added Section 1.7</u></b></li><li><b><u>• Repealed 16-02</u></b></li></ul>



## MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Parking on an improved surface

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Proposed changes to the ordinance relate to parking, not junked vehicles. In many HOA's like for example, Sunrise Bay, the parking location of boats and recreational vehicles must be fully screened or in some HOA's boat/RV parking is outright prohibited. In Lakewood Village, historically, we have taken a more practical approach and citizens are free to park any vehicles on their property as long as they are on an improved surface. Thus, no matter how big your lot is, one cannot park in the grass, or side yard even if it is behind a fence.

Over time, the definition of an improved surface has proven to be problematic. Can you park the four tires on individual pavers in the back yard ? Can you pour a bag of river rock under each tire, etc. These are not in the original spirit of the ordinance when we adopted it. Thus, given the implementation issues we have experienced, it appears to me that it would be beneficial to be more explicit in the ordinance.

The proposed changes to the ordinance include an approved surface being made of concrete or equivalent, and the prohibition of "islands". All parking areas must be accessible from a driveway.

I look forward to your comments;

**TOWN OF LAKEWOOD VILLAGE**

**ORDINANCE NO. ~~138-01~~xx**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS ESTABLISHING REGULATIONS RELATING TO JUNKED AND ABANDONED VEHICLES; PROVIDING DEFINITIONS; PROVIDING A PROCEDURE FOR THE REMOVAL OF ABANDONED MOTOR VEHICLES, NOTICE OF SUCH ABANDONMENT, AND THE SALE AT AUCTION OR USE OF SUCH MOTOR VEHICLES; DECLARING JUNKED VEHICLES AS A NUISANCE, PROVIDING FOR THE REMOVAL OF JUNKED VEHICLES, AND PROVIDING FOR A HEARING BY AN OWNER OR LIENHOLDER; PROHIBITING STORING OF A MOTOR VEHICLE, WATERCRAFT OR TRAILER ON ANY SURFACE OTHER THAN AN APPROVED PAVED SURFACE; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY NOT TO EXCEED THE SUM OF TWO HUNDRED DOLLARS (\$200.00) FOR EACH OFFENSE AND A SEPARATE OFFENSE SHALL BE DEEMED COMMITTED EACH DAY DURING OR ON WHICH A VIOLATION OCCURS OR CONTINUES; PROVIDING SEVERABILITY CLAUSE; PROVIDING A SAVINGS/REPEALER CLAUSE; PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas (the “Town”) is authorized and empowered pursuant to Chapter 683, Tex. Transportation Code, to establish rules and regulations regarding abandoned or junked motor vehicles; and

**WHEREAS**, the Town is further authorized and empowered under § 51.001, Tex. Loc. Gov. Code, and §122.005, Tex. Health & Safety Code, to do all acts and make all regulations which may be necessary or expedient for the public health; and

**WHEREAS**, Texas Local Government Code, §431.001, grants municipalities the authority to regulate the parking of motor vehicles on private property; and

**WHEREAS**, the Town Council finds that the adoption of this Ordinance is in the best interests of the health, safety and welfare of the citizens and the owners of real property within the Town .

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS :**

**Section 1. Definitions.** When used in this Ordinance, the following words and phrases shall mean as follows :

*Abandoned motor vehicle* means a motor vehicle that :

- A. is in operable and more than five (5) years old and has been left unattended on public property for more than 48 hours;
- B. has remained illegally on public property for more than 48 hours;
- C. has remained on private property without the consent of the owner or person in charge of the property for more than 48 hours; or
- D. has been left unattended on the right-of-way of a designated county, state, or federal highway within the Town for more than 48 hours.

*Antique auto* means a passenger car or truck that is at least 35 years old.

*Approved paved surface* means a surface which is concrete base or equivalent gravel (which includes a liner to prevent vegetation growth). Approved surfaces do not include sidewalks, porches, or patios. All approved surfaces must be accessible from a driveway which meets the minimum width requirements set out in the zoning ordinance. "Islands" are prohibited. The driveway to any approved surfaces in the side or rear yard cannot encroach in the side set-backs.

*Garage keeper* means an owner or operator of a storage facility.

*Junked vehicle* means a vehicle that is self-propelled and is:

- A. wrecked, dismantled or partially dismantled, or discarded; or
- B. inoperable and has remained inoperable for more than:
  - (i) 72 consecutive hours, if the vehicle is on public property; or
  - (ii) 30 consecutive days, if the vehicle is on private property.

*Motor vehicle* shall be as defined under Chapter 501, Texas Transportation Code.

*Motor vehicle collector* means a person who :

- A. owns one or more antique or special interest vehicles; and
- B. acquires, collects, or disposes of an antique or special interest vehicle or part of an antique or special interest vehicle for personal use to restore and preserve an antique or special interest vehicle for historic interest.

*Motor vehicle demolisher* means a person in the business of :

- 1. converting motor vehicles into processed scrap or scrap metal; or
- 2. wrecking or dismantling motor vehicles.

*Park or stand* means to halt an occupied or unoccupied vehicle other than temporarily while loading or unloading merchandise or passengers.

*Police department* means the police department of the Town of Lakewood Village, Texas, or any law enforcement agency, including Denton County Sheriff's office, or the Town acting by and through its Mayor, utilized by the Town to enforce law within the Town.

*Special interest vehicle* means a motor vehicle of any age that has not been changed from original manufacturer's specifications and, because of its historic interest, is being preserved by a

hobbyist.

*Storage facility* includes a garage, parking lot, or establishment for the servicing, repairing, or parking or motor vehicles.

*Trailer* means a vehicle that (i) is designated or used to carry a load wholly on its own structure, and (ii) is drawn or designed to be drawn by a motor vehicle.

*Watercraft* means a vessel subject to registration under Chapter 31, Texas Parks and Wildlife Code.

## **Section 2.     Abandoned motor vehicles.**

- A.     *Taking into custody.* The police department may take into custody an abandoned motor vehicle, watercraft, or outboard motor found on public or private property. The police department may use its own personnel equipment, and facilities or, when specifically authorized by the Town council, hire persons, equipment, and facilities to remove, preserve and store an abandoned motor vehicle, watercraft or outboard motor it takes into custody.
- B.     *Notice.* The police department shall send notice of abandonment of a vehicle, watercraft, or outboard motor taken into custody to :
1.     the last known registered owner of each motor vehicle, watercraft, or outboard motor (I) taken into custody, or (ii) for which a garage keeper's report is received pursuant to Section 683.031, Texas Transportation Code; and
  2.     each lienholder recorded under Chapter 501, Texas Transportation Code for the motor vehicle or under Chapter 31, Texas Parks and Wildlife Code, for the watercraft or outboard motor.
- C.     *Contents of notice.* The notice under Section 2 B. must :
1.     be sent by certified mail not later than the 10th day after the date the police department :
    - i.     Takes the abandoned motor vehicle, watercraft, or outboard motor into custody; or
    - ii.    receives the garage keeper's report under Section 683.031;
  2.     specify the year, make, model, and identification number of the abandoned motor vehicle, watercraft, or outboard motor;
  3.     give the location of the facility where the abandoned motor vehicle, watercraft, or outboard motor is being held;

4. inform the owner and lienholder of the right to claim the abandoned motor vehicle, watercraft, or outboard motor of the right to claim the item not later than the 20th day after the notice on payment of :
  - i. towing, preservation, and storage charges; or
  - ii. garage keeper's charges and fees under Section 683.032, Texas Transportation Code; and
5. state that failure of the owner or lienholder to claim the abandoned motor vehicle, watercraft, or outboard motor during the period specified by Section 2, Subsection C, paragraph 4 is :
  - i. a waiver by that person of all right, title, and interest in the item; and
  - ii. consent to the sale of the item at a public auction.

*D. Notice by publication.* Notice by publication in one newspaper of general circulation in the Town is sufficient notice under this Section 2 if :

1. the identity of the last registered owner cannot be determined;
2. the registration has no address for the owner; or
3. the determination with reasonable certainty of the identity and address of all lienholders is impossible.

Notice by publication:

1. must be published in the same period that is required by Section 2, Subsection C, paragraph 4 for notice by certified mail and contain all of the information required by that subsection, and
2. may contain a list of more than one abandoned motor vehicle, watercraft, or outboard motor.

*E. Storage fees.* The police department or the agent of the police department that takes into custody an abandoned motor vehicle, watercraft, or outboard motor is entitled to reasonable storage fees :

1. for not more than 10 days, beginning on the day the item is taken into custody and ending on the day the required notice is mailed; and
2. beginning on the day the police department mails notice and ending on the day accrued charges are paid and the vehicle, watercraft, or outboard motor is removed.

*F. Auction or use of abandoned item; waiver of rights.*

1. If abandoned motor vehicle, watercraft, or outboard motor is not claimed before

the 21st day after the date of notice provided in Section 2, Subsections B and C:

i. the owner or lienholder :

- A. waives all rights and interests in the item; and
- B. consents to the sale of the item by public auction; and

ii. the police department may sell the item at a public auction or used the item as provided by paragraph (h) of this Section 2.

2. Proper notice of the auction shall be given. A garage keeper who has a garage keeper's lien shall be notified of the time and place of the auction.

3. The purchase of an abandoned motor vehicle, watercraft, or outboard motor :

- i. takes title free and clear of all liens and claims of ownership;
- ii. shall receive a sales receipt from the police department; and
- iii. is entitled to register the motor vehicle, watercraft, or outboard motor and receive a certificate of title.

*G. Auction proceeds.*

1. The police department is entitled to reimbursement from the proceeds of sale of an abandoned motor vehicle, watercraft, or outboard motor for :

- i. the cost of the auction;
- ii. towing, preservation, and storage fees, resulting from the taking into custody; and
- iii. the cost notice or publication as required by subsection (B), (C) and (D) of this Section 2.

2. After deducting the reimbursement allowed under paragraph (1) of this subsection (G) of Section 2, the proceeds of sale shall be held for 90 days for the owner or lienholder of the item.

3. After the 90-day period provided in paragraph (2) of this subsection (G), proceeds unclaimed by the owner or lienholder shall be deposited in an account that may be used for the payment of auction, towing, preservation, storage, and notice and publication fees resulting from taking abandoned motor vehicles, watercraft, or outboard motors into custody if the proceeds from the sale of other items are insufficient to meet those fees.

4. The Town may transfer funds in excess of \$1,000 from the account described in paragraph (3) of this subsection (G) to the Town's general revenue account to be

used by the police department.

*H. Police department use of certain abandoned motor vehicles.*

1. The police department may use an abandoned motor vehicle, watercraft, or outboard motor for department purposes if the item is not claimed as provided for in this Section 2.
2. If the police department discontinues the use of such abandoned motor vehicle, watercraft, or outboard motor, the department shall auction the item.
3. This subsection (h) does not apply to a vehicle on which there is a garage keeper's lien.

*I. Disposal of vehicle abandoned in storage facility.*

1. The police department shall take into custody and abandoned vehicle, watercraft, or outboard motor left in a storage facility that has not been claimed in the period provided by the notice required under subsection (b) of this Section 2.
2. The police department may use such a vehicle as authorized by subsection (h) or sell the vehicle at auction as provided by subsection (f). If the vehicle is sold, the proceeds of the sale shall first be applied to a garage keeper's charges for service, storage, and repair of the vehicle.
3. As compensation for expenses incurred in taking the vehicle into custody and selling it, the police department shall retain :
  - i. two percent (2%) of the gross proceeds of the sale of the vehicle; or
  - ii. all proceeds if the gross proceeds of the sale are less than \$10.
4. Surplus proceeds from the sale shall be distributed as provided by subsection (g).

*J. Demolition of abandoned motor vehicles.* The procedures for handling the demolition of an abandoned motor vehicle shall be in accordance with Subchapter D of Chapter 683, Texas Transportation Code.

**Section 3. Junked Vehicles.**

*Applicability* "junked vehicle" includes a motor vehicle, aircraft, or watercraft. This ordinance applies only to:

- (1) a motor vehicle that does not have lawfully attached to it:
  - (A) an unexpired license plate; and
  - (B) a valid motor vehicle inspection certificate;



- (2) an aircraft that does not have lawfully printed on the aircraft an unexpired federal aircraft identification number registered under Federal Aviation Administration aircraft registration regulations in 14 C.F.R. Part 47; or
- (3) a watercraft that:
  - (A) does not have lawfully on board an unexpired certificate of number; and
  - (B) is not a watercraft described by Section 31.055, Parks and Wildlife Code

*1. Public nuisance.*

- (A) A junked vehicle, including a part of a junked vehicle, that is visible from a public place or public right-of-way:
  - (1) is detrimental to the safety and welfare of the public;
  - (2) tends to reduce the value of private property;
  - (3) invites vandalism;
  - (4) creates a fire hazard;
  - (5) is an attractive nuisance creating a hazard to the health and safety of minors;
  - (6) produces urban blight adverse to the maintenance and continuing development of the Town; and
  - (7) is a public nuisance.

(B) This Section shall not apply to a vehicle or vehicle part :

- 1. that is completely enclosed in a building in a lawful manner and is not visible from the street or other public or private property; or
- 2. that is stored or parked in a lawful manner on private property in connection with the business of a licensed vehicle dealer, or that is an antique or special interest vehicle stored by a motor vehicle collector on the collector on the collector's property, if the vehicle or vehicle part and the outdoor storage area, if any, are :
  - i. maintained in an orderly manner;
  - ii. not a health hazard; and
  - iii. screened from ordinary public view by appropriate means, including a fence, rapidly growing trees, or shrubbery.

*2. Offense*

- (a) A person commits an offense if the person maintains a public nuisance described by subsection (1) of this Section 3.
- (b) An offense under this section is a misdemeanor punishable by a fine not to exceed \$200.
- (c) The court shall order abatement and removal of the nuisance on conviction.

*3. Abatement and removal of nuisance; administration.* Abatement and removal of a

junked vehicle or vehicle part shall be administered by regular salaried, full time employees of the Town; provided, however, that any person authorized by the Town may remove the public nuisance. A junked vehicle or part thereof constituting a public nuisance may be abated and removed by the Town in accordance with the following :

i. *Notice of removal.*

A. At least 10 days prior to the abatement and removal of the junked vehicle or part of a junked vehicle, the Town shall provide notice of the public nuisance. The notice must be sent certified mail with a five (5) day return requested to :

1. the last known registered owner of the public nuisance;
2. each lienholder of record of the public nuisance; and
3. the owner or occupant of :
  - a. the property on which the public nuisance is located; or
  - b. if the public nuisance is located on a right-of-way, the property adjacent to the right-of-way.

B. If the post office address of the last known registered owner of the public nuisance is unknown, notice may be placed on the public nuisance or, if the owner is located, hand delivered.

C. If the notice is returned undelivered, action to abate the nuisance shall be continued to a date not earlier than the 11th day after the date of the return.

D. The notice must state that :

1. the public nuisance must be abated and removed not later than the 10th day after the date on which the notice was mailed; and
2. any request for a hearing must be made before that 10 day period expires.

ii. *Hearing.*

A. If a hearing is requested by a person for whom notice is required, the hearing shall be held before Town Council not earlier than the 11th day after the date of the service of the notice.

B. At the hearing, the junked vehicle is presumed, unless demonstrated otherwise by the owner or other person to whom notice of hearing was provided, to be in operable.

C. If, after such public hearing, the Town Council determines that the vehicle or part thereof is a public nuisance as defined herein, the Town Council shall enter an order requiring the removal of the junked vehicle or part thereof and in such order

shall include, if the information is available at the location of the public nuisance, the junked vehicle's :

1. description;
2. vehicle identification number; and
3. license plate number.

iii. *Removal; authority of administrator; disposal.*

- A. In the event that the notice provided pursuant to Section 3(a) (3) (I) or an order issued by the Town Council pursuant to Section 3(a)(3)(ii) above is not complied with, the Town may remove or cause the removal of the junked vehicle or part thereof. A person authorized to administer the terms of this Section 3 may enter private property in accordance with law to examine a public nuisance, or to remove or direct the removal of the nuisance.
- B. A junked vehicle that has been removed from either public or private property shall not be reconstructed or made operable. The Town may finally dispose of a junked vehicle or part thereof or may transfer the junked vehicle or part to another disposal site if the disposal is scrap or salvage only.

**Section 4. Parking on Approved Paved Surface.** A person commits an offense if:

~~(1) the person stores or parks a motor vehicle or watercraft in front of the rear-most line of any residential dwelling unless the motor vehicle or watercraft is on a concrete surface connected to and accessible from the existing driveway or street; or~~

~~(2) the person stores or parks a motor vehicle or watercraft behind the rear-most line of any residential dwelling unless it is not on an approved surface;~~  
or

(3) the property owner allows a motor vehicle or watercraft to be parked or stored on the resident property's front, side, or back yard, or vacant lot (excluding Town right-of-ways and easements) not on an approved paved surface.

The first offence each calendar year shall result in a warning, which may be delivered either in writing or orally.

**Section 5. Savings/ Repealer.** This Ordinance shall be cumulative of all other ordinances of the Town affecting junked and abandoned vehicles and the parking of vehicles. Ordinance ~~123-4401~~ is repealed.

**Section 6. Penalty.** It shall be unlawful for any person to violate any provision of this Ordinance, and any person violating or failing to comply with any provision hereof shall be

fined, upon conviction, in an amount not more than Two Hundred Dollars (\$200.00), and a separate offense shall be deemed committed each day during or on which a violation occurs or continues.

**Section 7. Severability.** The sections, paragraphs, sentences, phrases, clauses and words of this Ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in this Ordinance or application thereof 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 that it would have passed such remaining portions of this Ordinance, and the Town Council hereby declares that it would have passed such remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

**Section 8. Effective date.** This Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village,  
Texas this the 14<sup>3</sup>th day of ~~February~~September, 201~~3~~8.

~~Mike Schnittker~~Dr. Mark E. Vargus  
Mayor

ATTEST :

Linda Asbell, TRMC, CMC  
Town Secretary



## MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Candidate Forum & Electioneering Ordinance

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It is common for towns to have candidate question and answer events so that the public can be better informed prior to an election. In Lakewood Village, our first forum occurred four years ago and we have had two additional events since then. While, in general it is desirable to hold the events outside of official town buildings (e.g. the high school auditorium), in our town that is not possible. Thus, because we are using town facilities, it is very important that the event be for a public purpose and not be a campaign event.

In order to eliminate any possible manipulation and more efficiently and transparently set expectations to all candidates, it is essential that we lock down the parameters of the event. The changes to the ordinance set fixed deadlines for the candidates to respond, and explicitly specify the citizen questions and answer format for this citizen information event.

I recognize there are an infinite number of variations in the possible implementation of this type of event. The goal of the proposed ordinance changes isn't to be flexible and allow for variations. Exactly the opposite, it is to exactly and as unambiguously as possible set the guidelines so every candidate can make an informed choice. When candidates file for office, they will be given a copy of the ordinance. The only choice the candidate has to make is whether to participate or not.

I look forward to your comments;

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

**ORDINANCE NO. 18-xx16-04REVISED**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ADOPTING REGULATIONS GOVERNING ELECTIONEERING ON PUBLIC PROPERTY; ESTABLISHING RULES FOR CANDIDATE FORUMS; PROVIDING FOR A PENALTY FINE NOT TO EXCEED ONE-HUNDRED DOLLARS; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE.**

**WHEREAS**, The 83rd Texas Legislature passed House Bill 259 which modified Texas Elections Code Section 61.003 and Section 85.036 which requires that the Town of Lakewood Village allow electioneering on Town Hall property when polling is underway; and

**WHEREAS**, Texas Elections Code §61.003(a-1) and §85.036(b) authorizes a municipality to enact reasonable regulations concerning the time, place, and manner of electioneering on property used as a polling place; and

**WHEREAS**, the Town Council of Lakewood Village has determined that electioneering as public speech is beneficial to the free-flowing exchange of ideas, and provides opportunities for candidates and citizens to become better informed; and

**WHEREAS**, in order to facilitate and encourage candidate / voter forums the Town Council of Lakewood Village finds that the adoption of rules are necessary to insure fair and equal access and meet the conditions expressed by the Texas Ethics Advisory Board;

**BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

**Section 1: Findings**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2. Purpose and Intent**

This ordinance is adopted to provide regulations governing electioneering on public property outside the one-hundred foot exclusion zone during the voting period. Regulations herein are adopted governing electioneering on public property outside of the voting period and outside of the exclusion zone. Regulations herein are adopted to ensure fair and equal candidate access to candidate forums meet Texas Ethics Board standards.

### **Section 3. Definitions**

The following definitions shall apply unless the context clearly indicates or requires a different meaning. Unless defined otherwise, all terms shall be defined as in the Texas Elections Code.

*Voting Period:* Unless the election has been cancelled, the voting period shall commence on the poll opening on the first day of early voting and end when polls close on election day.

*Campaign Period:* The campaign period shall commence on the first day when candidates may file to run for office in Lakewood Village and ends when polls open on the first day of early voting or upon cancellation of the election.

### **Section 4. Restrictions on Electioneering**

#### **(a) At All Times**

The following prohibitions are in addition to those contained in the Texas Elections Code:

(1) the placement or distribution of campaign literature inside Town Hall or placement in or attached to any of the Town's bulletin boards or the marquee;

(2) the placement or attaching of any political sign to any ~~publically~~publicly owned buildings (Town Hall, etc.), town equipment, town fences, street signs, utility poles, benches, fire hydrants, or other public improvements.

#### **(b) During the Campaign Period**

The purpose of this ordinance is not to curtail political speech or discourage candidates seeking to interact with citizens. Due to the lack of public meeting places and location of likely meeting places (park, mailbox locations) on public property within the 100 foot exclusion zone, as a practical matter it is desirable to allow some electioneering therein, therefore the following regulations apply during campaign periods:

(1) handouts, distribution of political advertising and solicitations to voters is permitted on Town property as long as it is done in a manner which does not harass voters, impede traffic, or cause potential safety hazards (e.g. standing in an intersection handing out flyers, blocking the sidewalk).

(2) with the exception of a town authorized candidate/voter forum, Town Hall cannot be rented and can only be used for official town business during the Campaign and Election periods.

(3) the placement of signs on town property within 100 feet of the polling place is prohibited.

## Section 5. Candidate / Voter Forums

Facilitating and encouraging candidates and voter interaction is beneficial to all parties and allows citizens to make informed governance choices. Under Texas Elections Code § 255 generally prohibits the expenditure of government resources in advocacy of an issue or candidate. However, in various opinions the Texas Ethics Advisory Board has found that at times when ~~as~~ all candidates have equal notice and equal access to an event, then the event will not be considered advocacy for or against any candidate regardless of whether or not all candidates choose to attend.

~~In determining the rules and procedures of the forum, deference to mutual agreements between the candidates shall govern, so long as they are not contrary to Code or Ethics Advisory Opinions. In lieu of any agreements, T~~the following rules shall govern the Forum/s:

### (a) Requestor

1. A voter citizen forum shall be held at the request of any candidate who has filed to run for office in a contested election. All opposing candidates for the seat must be invited. All candidates must be treated with equal dignity and must have equal opportunity to participate in the process.
2. The forum can only be cancelled by the requestor. Non-participation by a candidate will not subject the forum to cancellation.

### (b) Schedule

Candidates for each seat will be given an opportunity to mutually agree on forum ~~dates and starting time~~. ~~If agreement cannot be met, then each candidate shall select one date and time during the campaign period, subject to:~~

~~–Opposing candidates must adhere to the following schedule:~~

March 10th - Candidates for a particular seat must reach agreement on forum date and time by this date. If there is no agreement, then each candidate will submit a time and date by midnight March 11th. On March 12th the Town Secretary will hold a drawing and select one of the dates. Each candidate must be invited to the drawing.

March 15th - The Town must post the time and date of the forum on the Town website and include information in the March water bill mailer.

In addition:

1. A forum may not be held on the day of a meeting of the Town Council;
2. The starting time of the forum may not be earlier than 6pm on a weekday.
3. The forum cannot be held anytime after early voting has started
4. Only one forum will be held for each contested seat

### (c) Format



~~In the absence of a mutual agreement,~~ The following format shall apply:

1. To insure confidentiality, citizens will be ~~required~~allowed to submit written questions and each candidate will have three minutes, with equal time to respond. ~~Under the direction of the moderator, citizens may also publically ask questions.~~
2. The moderator will be chosen by the three ~~not be a~~ council members who are not ~~is a~~ candidates in the current election. The moderator must be finalized at least 72 hours prior to the forum.
3. The opportunity for opening and/or closing statements not to exceed 5 minutes will be made to all candidates. The speaking order of the closing statements shall be the reverse of the opening statements.

#### **Section 6. Severability**

(a) *Unconstitutional or Invalid Section.* Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

(b) *Independent Sections.* The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

#### **Section 7. Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

#### **Section 8. Penalties**

Any person violating any provisions or terms of this ordinance shall be subject to a penalty of up to one-hundred dollars upon conviction. Each day the violation continues shall be considered a separate offence. **First-time violators shall be given notice and 48 hours to cure the violation without penalty.**

#### **Section 9. Savings / Repealing Clause**

All ordinances that are in conflict with the provisions of this ordinance, and the same are hereby repealed and all other ordinances of the town not in conflict with the provisions of this ordinance shall remain in full force and effect.

Electioneering Ordinance 16-04 is hereby repealed in its entirety.

#### **Section 109. Effective Date**

This Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas, this  
the 13~~14~~th day of September~~January~~, 2018~~2016~~

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Dr. Mark E Vargus  
Mayor

**ATTEST:**

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Linda Asbell, TRMC, CMC  
Town Secretary



# MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Financial Responsibility Ordinance

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I am creating a Comprehensive Financial Controls Ordinance which will replace several related individual ordinances. The Comprehensive Ordinance will include the following:

- I. Financial Controls;
- II. Financial Disclosures;
- III. Investment Policy;
- IV. Fund Balance Policy.

I look forward to your comments;



# MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Water & Wastewater Ordinance

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I am proposing several changes to the Water & Wastewater Ordinance. The fee related information will be addressed in the Consolidated Fee Ordinance. The first change relates to the amount of the utility deposit. Under the Texas Water Code, the Town is responsible for setting its own rates and determining the applicable deposit. If a customer fails to pay and leaves, we are limited to applying the deposit. We have no recourse to go after the new owner, new renter, or landlord. So, the law says set your deposit wisely, because you have virtually no other legal options.

In January 1997, the Town Council increased the utility deposit from \$100 to \$200. At the time, the minimum utility bill (water, sewer, garbage) was \$46 and the average bill was approximately \$60. Note, this was the time when the Shores subdivision had just been approved.

**1997: Deposit = 4.3 months (min bill) and 3.3 months (average bill)**

Now, over 20 years later, we have the same \$200 deposit. Our minimum bill (water, sewer, garbage, sales tax, North Texas Groundwater Conservation District Tax, and franchise fees) is \$87. The average monthly bill in 2017 was \$ 126.19.

**2017: Deposit = 2.3 months (min bill) and 1.6 months (average bill)**

Previously, the Town read water meters on the 15th of the month and bills were due by the 25th. In 2007 we changed this to make bills due on the 5th of the following month. We do not disconnect water service until you are past due on two water bills and the 10 day mandatory late payment window has expired.. The practical effect of this is that under our current operations, you can essentially use three months of utility services until we shut you off. So, there is a tradeoff in giving you more time to pay your bills and potentially letting you use more resources that you aren't going to pay for.

**Since October 1, 2016 (the last two fiscal years) we have written off \$3,249.03.** This is the amount we did not collect AFTER we took the deposit. **The average write-off is \$361.00.** This means that when we cut them off and they moved, the average delinquent charges were **\$561**. Clearly our water deposits are too low.

Possible alternatives include raising the deposit moving forward for all new construction. I am not suggesting we make any changes retroactively. Another possibility is that we make rental units, which comprise the majority of the write-offs have a higher deposit. Currently, we require the full deposit with the initial application. We could consider raising the deposit, but allowing the deposit to be paid in installments. This is the approach we adopted when we took over operations at the Rocky Point Water System. So for example, the deposit for non-owner occupants might be \$300 payable in 2, 3, or 4 installments.

The second change to the ordinance places safety-related conditions on the pumping of water out of the lake. We have had several recent instances where homeowners have had illegal cross-connections between the lake water and the Town's water supply. These are very serious safety violations which unnecessarily jeopardize our water supply.

I look forward to your comments;

A handwritten signature in black ink, appearing to read "Mark E. Vago". The signature is fluid and cursive, with the first name "Mark" being the most prominent.

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

**ORDINANCE NO. ~~128-13xx~~**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, FIXING AND PRESCRIBING THE RATE, CHARGES AND FEES FOR THE WATER, SEWER AND GARBAGE SERVICES PROVIDED IN THE CORPORATE LIMITS OF THE TOWN AND THE EXTRA TERRITIOIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR REPEAL; PRESCRIBING CERTAIN POLICIES, RULES AND REGULATIONS IN CONNECTION THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, heretofore, the Town of Lakewood Village, Texas (hereinafter referred to as “Town”), owns and operates water and sewer systems in and for the Town and portions of the Extra Territorial Jurisdiction (hereinafter referred to as “ETJ Area”); and

**WHEREAS**, the Town Council of the Town has found, determined and declares that it is necessary and expedient to: (i) fix and prescribe the rates, charges and fees for water and sewer services provided, and (ii) prescribe certain policies, rules and regulations in connection herewith;

**WHEREAS**, the Town Council believes it is in the best interest of the citizens of the Town and ETJ Area to have the ability to impose a lien on eligible properties as a means of securing payment of delinquent bills;

**WHEREAS**, Section 402.0025 of the Texas Local Government Code gives municipalities authority to impose a lien on certain owner’s property for delinquent bills for utility services;

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS:**

**Section 1. Service Required.** All property within the corporate limits of the Town, and properties in the ETJ Area which receive water service from the Town, are required to comply with the Town’s Water and Sewer System requirements. All water and wastewater services within the areas covered by the Town’s Certificate of Convenience and Necessity (hereinafter referred to as “CCN”) are required to be provided by the Town. The only exception shall be for non-potable water used for irrigation purposes that is obtained from Lewisville Lake with the permission of the City of Dallas and the required ~~ment~~ consent permits issued by the United States Corps of Engineers. On-site sewage systems (e.g., septic, aerobic) within the Town, and water wells within the Town’s water CCN are strictly prohibited.

**Section 3. Fixing Rates, Charges and fees for water Service; Prescribing policies Rules and Regulations Therefore.** That the Town Council of the Town hereby fixes and prescribes, upon the effective date of this Ordinance, the following: (i) rates, charges and fees for water service in the Town and portions of the ETJ Area receiving water service as provided in [The Town's Consolidated Fee Ordinance Exhibit A](#), and (ii) rules, regulations, policies in connection therewith, which shall be applicable to and the controlling Ordinance relative to the Town's Water and Sewer Systems (herein sometimes referred to as the "System"), to-wit:

#### **A. NO FREE SERVICE PERMITTED**

No free service of the Town's System shall be allowed to any person, firm corporation or association whatsoever (hereinafter sometimes referred to collectively as "Customer").

#### **B. APPLICATION FOR SERVICE AND REQUIRED DEPOSIT**

Any Customer desiring water service shall make application therefore to the Town, together with the required deposit, which deposit must be made at the time the application is submitted. If the applicant has outstanding delinquent accounts with other municipal utilities, as a condition of new service, the Town may require proof of payment. In an attempt to collect unpaid bills, the Town may also provide information on delinquent accounts to other utilities as provided by law and in accordance with relevant inter-local agreements.

Except as may herein otherwise be provided, the deposit for normal residential connection shall be Two Hundred Dollars (\$200.00) for Town service and One Hundred Dollars (\$100.00) for ETJ Area Service. The deposit shall be held by the Town so long as the Customer is using the service and the Town shall not pay interest thereon. Upon termination of the service, any unpaid balance shall be charged against the deposit and the remaining, if any, shall be refunded to the customer, at the Town's discretion, by (i) The Town making the refund available for pick-up at the Town Hall during normal business hours or (ii) Forwarding to the customer by USPO to the last known billing address. If such refund is not claimed or negotiated within one year from issuance, the refund amount shall revert to and be the property of the general funds of the System.

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#### **C. WATER TAPPING CHARGES**

~~The charges for tapping water mains and conveying the water up to the property line shall be \$900.00 within existing platted subdivisions or the approved impact fee, whichever is applicable.~~ The cost of extending service lines to customers ~~in unplatted property~~ shall be incurred by the Customer. All costs and expenses for labor and materials incurred for the Customer which costs include, but are not limited to, meter boxes, couplings, tubing and necessary excavation work are the responsibility of the Customer.

#### **D. SEWER TAPPING CHARGES**

~~The charges for tapping sewer mains shall be \$900.00 per sewer tap for all subdivisions, or the approved impact fee, whichever is applicable. The cost of extending service lines to Customers in unplatted property shall be incurred by the Customer.~~

#### **~~E. CONNECTION SPECIFICATIONS AND INSPECTION REQUIREMENTS~~**

~~One inch (1") meters shall not be allowed on lines smaller than six (6"). All sprinkler system connections shall be installed and maintain double check valves or air gaps. All connections made pursuant to the terms and conditions of this Ordinance shall be inspected by the Town Inspector or a duly designated agent of the Town. The requirements of the Town's current Building Ordinance shall prevail in regards to connection and inspection requirements.~~

#### **~~F. MONTHLY RATES FOR WATER AND SEWER SERVICE~~**

~~The monthly rates for water and sewer service shall be as shown in Exhibit A, follows:~~

#### **G. BILLING PROCEDURES FOR WATER AND SEWER SERVICE; DEFERRED PAYMENT PLANS**

(1) The Town shall read all water meters once each month and render a monthly bill for ~~water and sewer utility~~ services to each Customer. The Town will make every effort to read meters within one day of the fifteenth of each month. Due dates for each bill shall be the fifth day of the subsequent month with a penalty of five percent (5 %) charged for payments received on or after the sixth day of the month.

~~(2) A deferred payment plan is any arrangement or agreement between the utility and a customer in which an outstanding bill will be paid in installments. If requested, the Town shall offer a deferred payment plan to any residential customer if the customer's bill is more than three times the average monthly bill for that customer for the previous 12 months and if that customer has not been issued any disconnection notices at any time during the preceding 12 months. A deferred payment plan may include a one time finance charge that may not exceed 10% of the gross water charges.~~

#### **H. FAILURE TO PAY FOR SERVICE; DISCONTINUATION OF SERVICE BY THE TOWN; FEES TO RESUME SERVICE; LIENS**

The Town shall discontinue and cut off a customer's water service for failure to pay his/her water bill within forty-five (45) days from the date the bill was mailed to the Customer **or when an overdue account balance exceeds the amount of deposit.** Payment by the Customer by dishonored check shall constitute non-payment and water service discontinued. ~~Customer will be required to pay a fee as shown in Exhibit A.~~ Prior to resuming water service which has been discontinued for failure to pay the monthly

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charges, the Town shall require full payment of the account..

(a) The Town may file a lien when delinquent charges imposed by this ordinance for utility service remain unpaid, The Town may impose a lien against the real property to which such service was delivered. The lien shall include and secure the delinquent charges, penalties, interest and collection costs. The Town shall perfect the lien by filing a notice of lien containing a legal description of the property and the utility account number for the delinquent charges in the real property records of the county in which the property is located.

(b) The lien authorized in this section shall not apply to bills for service connected in a tenant's name after notice by the property owner to the municipality that the property is rental property

(c) The lien authorized in this section shall not apply to homesteaded property.

(d) The lien shall not be filed until at least 15 days after service has been discontinued.

#### **I. RESERVATION OF RIGHTS BY TOWN**

The Town reserves the right at any time to shut off the water in its mains for the purpose of cleaning, repairing or making any connections or extensions, or for any purpose of repairing machinery, reservoir or any part of the Systems.

#### **J. INDEMNITY OF TOWN**

It is expressly understood as prerequisite to furnishing water service to Customers that the Town is not liable for any damages on account of leakage or breakage of pipes on any premises.

#### **K. NO GUARANTEES**

Water customers are not guaranteed a specified quantity of water for any purpose whatever, and are not guaranteed any specified water pressure.

#### **L. CONSENT OF TOWN REQUIRED**

No plumber or person, except an employee or agent of the Town, will be allowed to tap any street main or pipes belonging to the Town or to do any work in the street or alleys and public grounds in connection with the laying of street service connections and in connection with their mains without the consent of the Town Council. If a plumber employed by the owner or the owner damages the water line or meter, the owner shall be financially responsible for all costs incurred with associated repairs.

#### **M. UNLAWFUL TO DAMAGE TOWN'S WATERWORKS SYSTEM**

It shall be unlawful for any person to damage any property of the Town water and sewer system.

#### **N. USPS MAIL DELIVERY**

Failure to receive the monthly bill ~~via the US Postal service~~ does not alleviate the customer's responsibility to pay their bill in a timely manner. Billing information may be obtained and payments made at Town Hall during regular business hours.

#### **O. EASEMENT REQUIREMENT**

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Town may require the applicant to provide it with a permanent recorded public utility easement, on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

#### **P. BACK FLOW PREVENTION DEVICES**

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the Town.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, then a backflow prevention assembly is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

#### **Q. SUPPLEMENTAL SEWAGE BACKUP INSURANCE**

The Town of Lakewood Village, for the benefit of the citizens, currently provides for supplemental sewage backup insurance. This insurance is provided for citizens through the Town's insurance carrier. Citizens may utilize this insurance coverage in the event of

a sewage backup within a town sewer line that causes damage to the citizen's private property. In order to benefit from this insurance coverage the citizen must pay any deductibles associated with the claim. This ordinance does not require the Town to maintain supplemental sewage backup insurance and the Town may discontinue the coverage at any time and without prior notice to the public.

#### R. USE OF NON-POTABLE LAKE WATER

Residents may purchase raw-untreated water for irrigation purposes from the Dallas Water Utilities. Prior to water usage, the resident must purchase the necessary easements and licenses from the United States Army Corps of Engineers and receive a signed consent agreement from the USACE. Any construction in the floodplain, including pump installation or electrical installations will require a development permit from the Lakewood Village Floodplain Administrator.

The USACE permitting process requires the landowner to obtain permission from the municipality as a condition of permit approval. Notwithstanding the previously noted permitting requirements, the Mayor or his designee is authorized to grant permission after receiving a notarized signed agreement from the landowner acknowledging:

1. There will be no interconnection between the Town water supply and the lake water supply. Under no conditions can the public water supply service an irrigation system that is also connected to a lake source. Irrigation systems may only be provided water from one source; and
2. Prior to beginning operating the lake pump, the landowner agrees to obtain all necessary permits, including but not limited to any irrigation, backflow prevention, or underground electrical inspections as required; and
3. Prior to operating the lake pump, a CSI inspection must be performed; and
4. Failure to obtain permits and pass inspections prior to operating the lake pump will result in the immediate termination of municipal water services until compliance is achieved.

Should the USACE require Town permission for renewal of permits in addition to new applications, the requirements of this section shall apply.

#### **R. ADDITIONAL RULES AND REGULATIONS**

The Town reserves the right to make such other rules and regulations, policies and provisions as may be necessary for the preservation, protection and economical administration of its water and sewer systems.

**Section 4. Savings Clause.** That this Ordinance shall be cumulative of all other ordinances or resolutions of the Town of Lakewood Village, Texas affecting the Town's water and sewer

system and shall not repeal any of the provisions of said ordinances or resolutions except in those instances where provisions of those ordinances or resolutions are in direct conflict with the provision of this ordinance.

**Section 5. Penalty for violation; Continuing Violations.** Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in a sum not to exceed Two Thousand Dollars (\$2000.00) for each offense and a separate offense shall be deemed committed upon each day during or on which a violation occurs.

**Section 6. Severability Clause.** If any section, article, paragraph, sentence, clause, phrase or word in this Ordinance, or application thereto 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 invalidity, which remaining portions shall remain in full force and effect.

**Section 8. Providing An Effective Date.** That this Ordinance shall become effective immediately upon its passage and publication as provided by law.

**PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this the ~~17<sup>th</sup>~~ day of September, 2012.**

**APPROVED:**

\_\_\_\_\_  
**Mike Schnittker, Mayor**

**ATTEST:**

\_\_\_\_\_  
Linda Asbell, Town Secretary

## EXHIBIT A

The following fees shall apply:

### **Town Water Service:**

<u>Water Quantity</u> (gallons)	<u>Rates</u>
0 to 3,000	\$25.00 per month minimum
3,001 to 9,000	\$25.00 plus \$3.75 per thousand gallons over 3000 gallons
9,001 to 19,000	\$47.50 plus \$3.00 per thousand gallons over 9000 gallons
19,001 to 50,000	\$77.50 plus \$2.00 per thousand gallons over 19000 gallons
Over 50,000	\$139.50 plus \$10.00 per thousand gallons over 50,000 gallons

<u>Commercial Quantity</u>	<u>Rates</u>
0 to 2,000	\$39.00 minimum
over 2,001	\$39.00 plus \$5.45 per thousand gallons over 2,000

*Water leaks at residences will be handled as follows:*

1. Leaks in a service line from property owner's side of the meter will be charged average bill plus \$1.50 per thousand gallons above the average monthly usage. This adjustment shall only apply to one leak/billing cycle in a twelve month period.
2. In order for the above to apply, plumber repair invoices (including location of leak) must be provided as proof or an agent of the Town must be called if owner wishes to make the repair.
3. The basis for computing the average bill and average usage for 1 and 2 (above) shall be the preceding three months
4. The Town will be responsible for making repairs for leaks that occur within the confines of the meter box. The property owner will be responsible for payment for water consumption due to any leak on the owner's side of the meter regardless if the leak is inside the meter box.

### **Extra Territorial Jurisdiction Area Water Service:**

<u>Water Quantity</u> (gallons)	<u>Rates</u>
0 to 3,000	\$37.00 per month minimum
Over 3,000	\$37.00 plus \$8.00 per thousand gallons over 3000 gallons

*Water leaks at residences will be handled as follows:*

1. Leaks in a service line from property owner's side of the meter will be charged average bill plus \$4.00 per thousand gallons above the average monthly usage This adjustment shall only apply to one leak/billing cycle in a twelve month period.
2. In order for the above to apply, plumber repair invoices (including location of leak) must be provided as proof or an agent of the Town must be called if owner wishes to

make the repair.

3. The basis for computing the average bill and average usage for 1 and 2 (above) shall be the preceding three months

4. The Town will be responsible for making repairs for leaks that occur within the confines of the meter box. The property owner will be responsible for payment for water consumption due to any leak on the owner's side of the meter regardless if the leak is inside the meter box.

**North Texas Groundwater District Fee:** The cost of the North Texas Groundwater District Fee will be computed annually and will be charged to each water customer based on water consumption.

**Town Sewer Service** - Flat Rate - \$40.00 per month

**Garbage Service** - Flat Rate - \$17.00 per month, plus \$5.00 per month per each additional cart

**Dishonored Check** - \$25.00 which is in addition to applicable disconnect/reconnect fee

**Disconnect/Reconnect Fees:**

Owner shall pay a fee of Fifty Dollars (\$50.00) to have said water service resumed if such service is resumed during the hours of 8:00 o'clock a.m. to 4:30 o'clock p.m. any Monday through Friday which is not a legal holiday observed by the Town. A Customer who has had his/her water service discontinued will be required to pay a fee of Seventy-five (\$75.00) to have said water service resumed on a Saturday, Sunday or legal holiday which is observed by the Town or on any day Monday through Friday during the hours 4:30 o'clock p.m. to 8:00 o'clock a.m. Unauthorized resumption of service by the customer shall result in meter removal and an additional fee of \$100.00 to be paid prior to the resumption of service.

**TOWN OF LAKEWOOD VILLAGE**  
**CONSOLIDATED FEE ORDINANCE 18-**  
**xx15-09**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ESTABLISHING A CONSOLIDATED FEE ORDINANCE; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE; AND PROVIDING FOR THE PUBLICATION OF THE CAPTION HEREOF.**

**WHEREAS**, the Town Council of the Town of Lakewood Village ("Town Council") has investigated and determined that it would be advantageous and beneficial to the citizens of Lakewood Village to establish a consolidated fee ordinance for the citizens to determine fees with greater convenience and for the town Council to more easily amend fees as necessary; and

**WHEREAS**, the effective operation of the Town of Lakewood Village ("Town") requires the collection of fees for services the Town provides.

**NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, THAT:**

**Section 1: Findings**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein

**Section 2: Savings / Repealing Clause**

All ordinances that are in conflict with the provisions of this ordinance, and the same are hereby repealed and all other ordinances of the town not in conflict with the provisions of this ordinance shall remain in full force and effect.

Fee Ordinance 15-0914-05 is hereby repealed in its entirety.

**Section 3: Adoption**

The Consolidated Fee Ordinance attached hereto as Exhibit A is hereby adopted as the consolidated fee ordinance for the Town.

**Section 4: Penalty Clause**

**A. Violation**

A person who knowingly violates any provision of this chapter is guilty of separate offense for each day during which the violation is continued after notification.

**B. Fine**

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

### C. Legal Rights

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## Section 5: Severability

### A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

### B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

## Section 6: Effective Date

The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas  
this the ~~139th~~ day of ~~September~~~~July~~, ~~2018~~~~2015~~.

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Dr. Mark E. Vargus  
Mayor

ATTEST:

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Linda Asbell, TRMC, [CMC](#)  
Town Secretary



## **Exhibit A**



## CONSOLIDATED FEE ORDINANCE

Adopted: ~~July 9, 2018~~ July 9, 2015

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## SECTION 1: BUILDING / CONSTRUCTION

### 1.1. RESIDENTIAL BUILDING PERMIT

#### 1.1.1. Scope

Defined in the Residential Code and as amended by the Town of Lakewood Village residential new home construction permits consist of five (5) components:

- 1) Application for Building Permit;
- 2) Mechanical;
- 3) Electrical;
- 4) Plumbing; and
- 5) Concrete / Flatwork.

Pool and/or Spa, fencing and irrigation permits are not included in the new home construction-building permit. Detached garages are not included in the permit for the dwelling. Conversion of non-conditioned space to conditioned space within 24 months of the initial CO of the dwelling will be charged a permit fee of the greater of \$2/sq. ft. or \$75 per required inspection.

#### 1.1.2. Fee Rate

New construction fee rate is assessed on the total conditioned space, cooled and/or heated area of the dwelling. New construction fees do not include detached garages, which are permitted as accessory buildings. A remodel fee depends upon the number of inspections required. Fees for accessory buildings are also dependent upon the number of inspections required.

New Construction	\$ 2 / sq. ft.
Remodel / <a href="#">Home Addition &lt;= X sq. ft.</a>	\$ 75 / Inspection
<a href="#">Remodel / Home Addition &gt; X sq. ft.</a>	<a href="#">\$ 2 / sq. ft.</a>
Accessory Building > 250 sq. ft.	\$ 75 / Inspection

### 1.2. POOL AND/OR SPA PERMIT

#### 1.2.1. Fee Schedule

Pool and Spa	\$ 525
Pool Only	\$ 525
Spa Only (In-Ground)	\$ 525
Spa (Pre-Fabricated)	\$ 75 / Inspection
Pool Enclosures	<a href="#">\$ 15075</a>

### 1.3. PROJECT PERMIT

#### 1.3.1. Scope

Refer to Building or Residential Code as amended by the Town of Lakewood Village for types of projects that require a permit. [All projects are subject to applicable re-inspection fees as outlined in section 1.5.](#)

#### 1.3.2. Fee Schedule

Electrical	\$ 75
Plumbing	\$ 75
<a href="#">Water Heater Replacement</a>	<a href="#">\$ 25</a>
Mechanical	\$ 75
Sprinkler / Irrigation	\$ <del>150</del> 25
<a href="#">Property Fence / Screening Wall</a>	\$ 25
Flatwork < 50 sq. ft.	\$ 0
Flatwork – Small Storage Unit	\$ 0
Flatwork – Driveway	\$ <del>150</del> 200
Flatwork – All Other	\$ <del>150</del> 200

Small storage units are less than 250 sq. ft. in size, are detached from the driveway, and will not house any automobiles or similar motor vehicles. Flatwork which connects to the driveway or that which is intended or used for ingress/egress by automobiles or similar shall be permitted as a driveway.

### 1.4. PLAN REVIEW

#### 1.4.1. Fee Schedule

New Home	Included
Remodel / <a href="#">Home Addition</a>	\$ 75
<a href="#">Outdoor Living Space</a>	<a href="#">\$ 75</a>
Accessory Building > 250 sq. ft.	\$ 0

### 1.5. RE-INSPECTIONS

#### 1.5.1. Fee Schedule

The payment for a re-inspection shall be paid in full prior to scheduling the subsequent inspection.

New Home Construction	4 <sup>th</sup> and beyond = \$ 75 <a href="#">/ inspectionea-</a>
CSI	\$ 50 <a href="#">/ inspectionea-</a>
All other	\$ 75 <a href="#">/ inspectionea-</a>

**1.6. CONTRACTOR REGISTRATION****1.6.1. Scope**

The General Contractor (new home construction) and all licensed contractors must register with the Town of Lakewood Village before applying for permits.

**1.6.2. Fee Schedule**

General Contractors, Building	\$ <u>025</u>
Electrical	\$ <u>025</u>
Plumbing	\$ 0
Mechanical	\$ <u>025</u>
Irrigation	\$ <u>025</u>
Third Party Back-Flow Inspector	\$ <u>025</u>

**1.7. CERTIFICATE OF OCCUPANCY & CUSTOMER SERVICE INSPECTION****1.7.1. Scope**

The fee for the CO applies to all inspections within the Town of Lakewood Village. The CSI inspection applies to all the Town's utility service areas within the Town and ETJ.

**1.7.2. Fee Schedule**

CO and CSI	\$ 100
CO Only	\$ 75
CSI Only	\$ 50

## SECTION 2: UTILITIES

### 2.1. DEPOSITS

#### 2.1.1. Town of Lakewood Village (Corporate Boundaries)

Deposit	\$ 200
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#### 2.1.2. Rocky Point (ETJ)

Deposit	\$ 100
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### 2.2. WATER RATES

#### 2.2.1. Residential - Town of Lakewood Village (Corporate Boundaries)

0 → 2,000 Gallons / Month	\$ <del>25.00</del> <sup>21.00</sup>
2,001 → 20,000 Gallons / Month	\$ <del>4.50</del> <sup>3.70</sup>
20,001 → 50,000 Gallons / Month	\$ <del>5.50</del> <sup>4.00</sup>
> 50,000 Gallons / Month	\$ <del>15.00</del> <sup>10.00</sup>

#### 2.2.2. Commercial – Town of Lakewood Village (Corporate Boundaries)

0 → 2,000 Gallons / Month	\$ 39.00
> 2,000 Gallons / Month	\$ 6.00

#### 2.2.3. Rocky Point (ETJ)

0 → 3,000 Gallons / Month	\$ 37.00
> 3,000 Gallons / Month	\$ 8.00

#### 2.2.4. Water Leaks at Residences

1. Leaks in a service line from property owner's side of the meter, excluding outdoor irrigation of any kind, will be charged the average bill plus \$1.50 (inside the town limits) or \$4.00 (outside the town) per thousand gallons above the average monthly usage. This adjustment shall only apply to one leak/billing cycle in a twelve-month period.
2. An adjustment will be made upon an approved inspection of the repair(s) by the Building Inspector. In order for the above to apply, plumber repair invoices (including location of leak) must be provided as proof or an agent of the Town must be notified if the owner wishes to make the repair.
3. The basis for computing the average bill and average usage for 1 and 2 (above) shall be the same billing cycle of the previous year or the preceding three months if the account is less than a year old.
4. The Town will be responsible for making repairs for leaks that occur within the confines of the meter box. The property owner will be responsible for payment for water consumption due to any leak on the owner's side of the meter regardless if the leak is inside the meter box.





4.5. When applicable, plumbing permits are required.

2.2.5. North Texas Groundwater District Fee

The cost of the North Texas Groundwater District Fee will be computed annually and will be charged to each water customer based on water consumption.

**2.3. SEWER RATES**

2.3.1. Town of Lakewood Village (Corporate Boundaries)

Flat Rate / Month	\$ 41.00
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**2.4. WATER DISCONNECT / RECONNECT**

Weekdays between 8 a.m. and 5 p.m.	\$ 50.00
Weekends / Holidays / After Hours	\$ 50.00

Unauthorized resumption of service by the customer may result in meter removal and an additional fee of \$100.00 to be paid prior to the resumption of service.

**2.5. GARBAGE COLLECTION****2.5.1. Town of Lakewood Village (Corporate Boundaries)**

Flat Rate / Month	\$ 17.50
Additional Collection Container / Month	\$ 6.50
Franchise Fee	\$ 2.00

**2.6. BULK TRASH****2.6.1. Town of Lakewood Village (Corporate Boundaries)**

Included in Monthly Fee	\$ 0
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**2.7. TAPS****2.7.1. Water – Town of Lakewood Village (Corporate Boundaries)**

Water Tap	\$ 1,575
Meter Set Fee	\$ 390

**2.7.2. Water – Rocky Point (ETJ)**

Water Tap	\$ 1,575
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**2.7.3. Sewer – Town of Lakewood Village (Corporate Boundaries)**

Sewer Tap	\$ 1,275
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**SECTION 3: ZONING****3.1. ZONING CHANGE APPLICATION****3.1.1. Fee Schedule**

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.2. PLANNED DEVELOPMENT (PD)****3.2.1. Fee Schedule**

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.3. SPECIFIC USE PERMIT (SUP)****3.3.1. Fee Schedule**

Administrative Review	\$ 100
Professional Services	Actual Costs Incurred

The Administrative review fee does not include any engineering, legal, or other professional services that may be needed. The administrative fee is charged for each submittal.

**3.4. VARIANCE****3.4.1. Fee Schedule**

Per Request	\$ 0
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**3.5. ANNEXATION REQUEST****3.5.1. Application Form**

Submittal information shall meet the requirements of Texas Local Government Code, Chapter 43.

**3.5.2. Fee Schedule**

Staff Review	\$ 0
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## SECTION 4: PLAT

### 4.1. PRELIMINARY PLAT

#### 4.1.1. Fee Schedule

< 100 Lots	\$ 1,400
≥ 100 Lots	\$ 1,700

### 4.2. FINAL PLAT OR DEVELOPMENT PLAT

#### 4.2.1. Fee Schedule

< 100 Lots	\$ 600
≥ 100 Lots	\$ 900

### 4.3. REPLAT

#### 4.3.1. Fee Schedule

Administrative Review	\$ 250
Professional Services	Actual Costs Incurred

### 4.4. AMENDING PLAT

#### 4.4.1. Fee Schedule

Administrative Review	\$100
Professional Services	Actual Costs Incurred

## SECTION 5: CONSTRUCTION PLANS

### 5.1. PLAN APPROVAL

Prior to approval of the Final Plat, all construction plans must be approved by the Town engineers. Construction plan components include drainage plans, roadway, utility plans, and any additional required submittals.

#### 5.1.1. Fee Schedule

< 100 Lots	\$ 4,000
≥ 100 Lots	\$ 5,500

**SECTION 6: GENERAL****6.1. RETURNED CHECK**

Administration	\$ 30 / Check
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**6.2. ANIMAL CONTROL**

Pet Registration	\$ 5 / Pet
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**6.3. TOWN HALL RENTAL**

\$50 per day - \$100 Deposit Required
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**6.4. PEDDLER / ITINERANT VENDOR**

Application	\$ 150
License	\$ 100 / Employee

**6.5. SIGNS – RESERVED FOR FUTURE USE**

\$
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**6.6. OPEN RECORDS REQUEST**

Fees for open records request shall be in accordance with Subchapter F of the Public Information Act, sections 552.261 through 552.275, as amended.

All information requests shall be submitted in writing to the Town of Lakewood Village, attention Town Secretary. No verbal requests shall be accepted.

**SECTION 7: MUNICIPAL COURT – RESERVED FOR FUTURE USE**

## **SECTION 8: DEFINITIONS**

### **8.1. GENERAL**

Terms that are used in this Ordinance and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the Town staff shall have the authority to assign an interpretation that is consistent with the intent and purpose of this Ordinance, or an interpretation that is consistent with previous usage or interpretation.

### **8.2. WORDS AND TERMS DEFINED**

CSI: Customer Service Inspection.

CO: Certification of Occupancy

Conditioned Space: the area devoted to the living area in a residence or dwelling and is exclusive of porches, enclosed or open breezeways or other non-living space.

ETJ: Extraterritorial Jurisdiction

## End of Exhibit A

### Adoption and Summary of Amendments

Ordinance Number	Date	Summary
<a href="#"><u>18-xx</u></a>	<a href="#"><u>September 13, 2018</u></a>	<ul style="list-style-type: none"> <li>• <a href="#"><u>1 Clarified difference between projects, remodels and plan reviews</u></a></li> <li>• <a href="#"><u>1.6.2 Registration fees were \$25</u></a></li> <li>• <a href="#"><u>2.2.1 Revised water rates</u></a></li> <li>• <a href="#"><u>2.2.4 Updated leak adjustment</u></a></li> </ul>
15-09	July 9, 2015	• Added utility fees.
14-05	June 12, 2014	• First step in consolidating fees into a single ordinance; reserved sections will require amendments to other ordinances to remove fees.
11-10	May 12, 2011	REPEALED



## MEMORANDUM

TO: Town Council  
CC: Linda Asbell  
FROM: Dr. Mark E. Vargus, Mayor  
DATE: September 5, 2018  
RE: Zoning Ordinance

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There are no proposed changes to land use, or lot sizes. I would like to discuss various administrative issues within the zoning ordinance. Based on an analysis of the variances granted over the last several years, I would like council to review regulations on:

- Driveway encroachments into the side yard setback in front yards
- Front facing garages (boat garages)
- Garage size
- Garage door setback from property line
- Roof pitch

Additional items to consider include allowable locations for swimming pools, and allowable items in the side yard: screening walls, landscaping structures, gardening structures, etc.

I look forward to your comments;