



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
JUNE 11, 2015 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

- A. PRESENTATION OF COLORS & PLEDGE TO THE FLAG:** Boy Scout Troop 45
- B. PRESENTATIONS:** Presentation of Certificates of Election and Administration of Oaths of Office to Newly Elected and Re-Elected Council Members (Asbell)
- C. 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.
- D. CONSENT AGENDA:** All of the items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item from the Consent Agenda a speaker card must be filled out and submitted to the Town Secretary prior to the call to order.
1. Minutes of the May 14, 2015 Council Meeting (Asbell)
 2. Resolution Naming the Little Elm Journal as the Official Newspaper (Asbell)
 3. Interlocal Agreement with Denton County for the Collection of Ad Valorem Taxes (Asbell)
- E. REGULAR AGENDA:**
1. Consideration of Election of Mayor Pro-Tem (Asbell)
 2. Discussion of Goals and Objectives for Economic Development Corporation (Vargus)
 3. Discussion of Goals and Objectives for the Municipal Development District (Vargus)
 4. Discussion of Construction Issues Related to: 829 Carrie, 428 Hillside, and 635 Melody (Vargus)
 5. Discussion of Fiscal Year 2015-2016 Budget (Vargus)
 6. Consideration of Amending Fee Ordinance related to Utility Rates (Vargus)
- F. EXECUTIVE SESSION:** Recess into executive session in compliance with (1) § 551.071, Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.072 Texas Government Code to wit: deliberations about real property; (4) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (5) § 551.076 Texas Government Code to wit: deliberations about Security Devices;
- G. RECONVENE:** Reconvene into regular session and consideration of action, if any, on items discussed in executive session
- H. COUNCIL AND STAFF COMMENTS:** Comments may be made by Council or Staff. No formal action may be taken on these items at this meeting.

I. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice before 5:00 p.m. on Friday, May 8, 2015.

Linda Asbell, TRMC, 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).

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the Town Secretary's office at 972-294-5555 or FAX 972-292-0812 for further information.

One or more members of the LAKEWOOD VILLAGE ECONOMIC DEVELOPMENT CORPORATION and the LAKEWOOD VILLAGE MUNICIPAL DEVELOPMENT DISTRICT may attend this meeting. No action will be taken by either the EDC or MDD Boards during this meeting.

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

APRIL 17, 2015

Council Members:

Dr. Mark Vargus, Mayor
Carl Menckhoff, M.D., Mayor Pro-Tem
Clint Bushong
Dave Getka
Gary Newsome
Ed Reed

Town Staff:

Linda Asbell, TRMC, Town Secretary

SPECIAL SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Session of the Town Council to order at 7:01 p.m. on Friday, April 17, 2015, 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

VISITOR/CITIZENS FORUM:

(Agenda Item B)

Dan Tantalo, 710 Carrie Lane, stated that he has concern that the building codes being considered are being supported by International Code Council. Mr. Tantalo encouraged council to do an internet search and educate themselves on "Agenda 21". Mr. Tantalo stated that he does not have a concern with the individual codes or the engineering behind the code; his concern is background of the organization promoting them and their association with the United Nations "Agenda 21".

CONSENT AGENDA:

(Agenda Item C)

1. Building Handbook Changes to Require Use of Roll-off Containers (Bushong)
2. Consideration of Replat Request for 312 Parkwood, Mr. David Smullin (Asbell)

There was some discussion on the cost of the roll-off.

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

REGULAR AGENDA

(Agenda Item D)

**Consideration of Variance Request for 765
Carrie, Mr. Wes Willard (Asbell)**

(Agenda Item D.1)

Mayor Vargus reported Mr. Willard is undertaking a substantial remodel of the existing house. The variance request is for a 2:12 slope on a small section of roof area to allow for a metal roof.

MOTION: Upon a motion made by Mayor Pro-Tem Menckhoff and seconded by Councilman Getka, council voted five (5) “ayes” and no (0) “nays” to the variance request for roof slope to allow a metal roof as requested. The motion carried. *The motion carried.*

**Consideration of Consideration of Variance
Request for 1219 Oak Street, Mr. Ellis Meals
(Asbell)**

(Agenda Item D.2)

Mr. Meals reported that he has a vacant lot on the corner of Oak Street and Sheriff Avenue. He would like to build a metal storage building/garage and would like a variance on the masonry requirement.

MOTION: Upon a motion made by Mayor Pro-Tem Menckhoff and seconded by Councilman Reed, council voted five (5) “ayes” and no (0) “nays” to approve the variance as requested for Mr. Meals to construct a metal building at 1219 Oak Street. *The motion carried.*

**Consideration of Variance Request for 401
Sheriff Avenue, Mr. Mark Munderloh
(Asbell)**

(Agenda Item D.3)

Mr. and Mrs. Munderloh stated that they would like to build a detached garage near the house they recently finished. Mr. Munderloh eventually would like to have a stone front on the garage to make it match the house.

MOTION: Upon a motion made by Councilman Getka and seconded by Councilman Bushong, council voted five (5) “ayes” and no (0) “nays” to approve the variance request for Mr. Meals to construct a metal building at 401 Sheriff. *The motion carried.*

**Consideration of Sponsorship of
Neighborhood Watch Notices on Town
Website (Newsome)**

(Agenda Item D.4)

Councilman Newsome stated that at one time he sponsored a website called Lakewood Village Life which had neighborhood watch notices and security tips posted. The website has since been removed and he would like to place those notices on the town website. There was some discussion about the town donating some funds for welcome baskets. Councilman Bushong stated that this is a good opportunity to have people all visit a single website for town information. Janie Newsome asked if the neighborhood form be included in the water bills next month. Mayor Vargus stated that the town could purchase neighborhood watch signs and also encouraged the neighborhood watch to consider “safe houses” for school children in the afternoon.

MOTION: *No motion made.*

**Discussion of Draft Residential Code
(Bushong)**

(Agenda Item D.5)

Councilman Bushong reviewed some of the proposed changes. There was some discussion about an engineering requirement on framing. Council discussed current inspection process as being adequate. There was some discussion on the contractor registration requirement for permitted work. There was some discussion about the allowance of the use of PEX plumbing. There was some discussion about permitting retaining walls.

**Discussion of Draft Energy Conservation
Code (Bushong)**

(Agenda Item D.6)

Councilman Bushong reported that there are no significant differences between the 2006 and the 2012 energy code. There was some discussion on the United Nations Agenda 21 and the adoption of the codes established through that agenda by the International Code Council.

Discussion of Draft Fuel Gas Code (Bushong)

(Agenda Item D.7)

Councilman Bushong reported that there are no significant differences between the 2006.

**Discussion of Draft Mechanical Code
(Bushong)**

(Agenda Item D.8)

Mayor Vargus reported that when the building inspector reviews the code he will report to council on any significant changes between the 2006 and 2012 codes.

**Discussion of Draft Plumbing Code
(Bushong)**

(Agenda Item D.9)

Councilman Bushong reported that allowing PEX is the major change and Lakewood Village exceptions will require diameter of PEX will be measured internally rather than externally. There was some discussion of violations and penalties. Mayor Pro-Tem Menckhoff will propose some new violation penalties language to be considered.

**Discussion of Capital Improvement Projects
Plan for 2015 (Vargus)**

(Agenda Item D.10)

Mayor Vargus reported that the Town Engineer will be meeting on the 24th to review the condition and status of current infrastructure. Mayor Vargus would like to task the engineers with providing a priority list of infrastructure projects along with cost estimates and timelines. There was some discussion about additional ground storage for water and the current location of the water equipment inventory and shed.

**Discussion of Fence Replacement Fee Waiver
(Vargus)**

(Agenda Item D.11)

Mayor Vargus reported that the town receives use of eight roll-off containers from Allied Waste at no charge. He has proposed providing an incentive to citizens who need to replace fences that require repair or replacement. Utilizing some of those roll-off containers to assist with the disposal of the old fencing which could help reduce the cost to citizens. Council discussed waiving the fence permit fee from June 1st through August 31st. Mayor Vargus clarified that pool enclosures will not qualify for this waiver because those must be inspected.

Discussion of Lake Access Signage (Vargus)

(Agenda Item D.12)

There was some discussion about the traffic through town caused by non-residents looking for beach access to the lake. Mayor Vargus showed the “no public lake access” signs purchased by the EDC. There was some discussion about placing one of the blade signs on the stop sign at Lakecrest and Highridge. There was some discussion about placing the large sign near the entrance to town.

There was some discussion about communication between Councilman Reed and the Town of Little Elm for signs to be placed outside town limits that would direct people to the Little Elm beach and a reciprocal sign that Little Elm would install providing direction to Lakewood Village.

Mayor Vargus left the Council Chambers at 8:33. Mayor Pro-Tem Menckhoff directed council to Agenda Item D.13

Discussion of 2015 Candidate Forum (Asbell)

(Agenda Item D.13)

Mayor Pro-Tem Menckhoff reported that two candidate forums have been scheduled. April 22nd at 7:00 pm and April 26th at 6:00 pm. Town Secretary, Linda Asbell, reported on the research process for validating the procedures for holding a forum and the process for selection of dates. There was some discussion about use of a moderated format. Town Secretary Asbell reported that there has recently been an increase in the use of Facebook as a means to request information regarding the election. Town Secretary Asbell reminded the citizens to utilize the Town website and make all official requests either by phone, email, or in person directly at Town Hall.

EXECUTIVE SESSION:

(Agenda Item E)

At 8:43 p.m. Mayor Pro-Tem Menckhoff recessed into executive session in compliance with Section (1) 551.071 Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (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.

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the special session of the Lakewood Village Town Council at 9:43 PM.

COUNCIL AND STAFF COMMENTS

(Agenda Item G)

No comments were made.

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilman Getka and seconded by Councilman Reed, council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Session of the Lakewood Village Town Council at 9:44 p.m. on Thursday, April 17, 2015. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 14th day of May 2015.

APPROVED

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
TOWN SECRETARY

THE TOWN OF LAKEWOOD VILLAGE, TEXAS

RESOLUTION NO. 15-03

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 Little Elm Journal 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 LITTLE ELM JOURNAL IS DESIGNATED THE OFFICIAL NEWSPAPER OF THE TOWN OF LAKEWOOD VILLAGE.

PASSED, APPROVED, AND RESOLVED this 11th day of June 2015.

APPROVED:

Dr. Mark E. Vargus,
Mayor

ATTEST:

Linda Asbell, TRMC
Town Secretary

THE STATE OF TEXAS §

COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT FOR TAX COLLECTION
BETWEEN DENTON COUNTY, TEXAS, AND CITY/
TOWN OF _____**

THIS AGREEMENT is made and entered into this _____ day of _____ 2015, 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 1st day of October, 2015. The term of this Agreement shall be for a period of one year, from October 1, 2015, to and through September 30, 2016. 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 30, 2015 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 Denton County of the **MUNICIPALITY** for ad valorem tax collection for tax year 2015, 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, 2016. **COUNTY** agrees to mail a reminder notice to delinquent property accounts in the month of February notifying that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2016. The reminder notices will be mailed between February 5th and February 28th.

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, 2016. **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 2015 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 10th or as soon thereafter as practical. In order to expedite mailing of tax statements the **MUNICIPALITY** must adopt their 2015 tax rate by September 29, 2015. Failure of the **MUNICIPALITY** to adopt a tax rate by September 29, 2015 may 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 30th or 60 days after the certified appraisal roll is received. Failure to adopt and deliver a tax rate by the later of September 30th 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, 2015, it may will 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 28th. The fee for this service will be a rate not to exceed **\$0.69** 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 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 will be mailed to the owner of each parcel having delinquent taxes.

5. For accounts which become delinquent on or after June 1st, **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 **\$0.69** 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 31st, 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:

\$ 0.69 x the total number of parcels listed on **MUNICIPALITY's** September 30, 2014 end of year Tax Roll for tax year 2014.

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, 2016. 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/Town 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 duplicate originals this, _____ day of _____ 2015.

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:

Denton County Assistant
District Attorney



MEMORANDUM

TO: Town Council
CC: Linda Asbell
FROM: Dr. Mark E. Vargus, Mayor
DATE: June 7, 2015
RE: MDD and EDC Objectives

As we look to new appointments to our various boards, I think it is important to explicitly set out goals and objectives for the organizations. The Town Council has oversight authority and budget approval for both the MDD and EDC.

MDD Objectives

1. Create Water Master Plan for Rocky Point
 - Survey & Site Plan (storage tank pad, pressure tank, well site, fencing)
 - System design requirements for 100 connections
 - Fire Department Access (special hydrant / quick connect)
2. Identify issues of TCEQ non-compliance and develop a plan to cure the deficiencies
 - ground storage tank
 - pressure tank
 - access road
 - sanitary buffer
3. Develop Financial Plan
 - Capital Projects fund
 - Operating reserve
4. Strategic Goals

EDC Objectives

1. Town Improvements
 - Eldorado entrance
 - Town Hall

I look forward to your comments;

2016 BUDGET SUMMARY

Preliminary

CASH BUDGET	2016	
General Fund Operating Revenues	\$402,650	
General Fund Operating Expenses	<u>\$398,000</u>	
General Fund Operating Surplus	\$4,650	
Utility Fund Operating Revenues		\$315,320
Utility Fund Operating Expenses		<u>\$277,000</u>
Utility Fund Operating Surplus		\$38,320

CASH RESERVE BALANCES	2015	
General Fund Reserve Beginning	\$200,000	
Reserve Funds Provided/Used	\$4,650	
<i>Reserve Funds Ending</i>	\$204,650	
Utility Fund Reserve Beginning		\$180,000
Cash from Operations		\$108,320
Capital Expenditures		\$108,320
<i>Reserve Funds Ending</i>		\$288,320

General Fund Expenses

		BUDGET	YTD	A. BUDGET
		2016	31-May-15	2015
Operating Expenses				
5022	<i>Street Repair</i>		\$7,580	
5012	<i>Attorney Fees</i>	\$50,000	\$36,921	\$20,000
5051	<i>Payroll</i>	\$60,000	\$37,262	\$57,000
5055	<i>Benefits - Insurance</i>	\$8,200	\$5,215	\$8,000
5056	<i>Payroll Tax Expense</i>	\$4,600	\$2,115	\$4,400
5057	<i>Benefits- Retirement</i>	\$3,000	\$3,000	\$2,900
5016	<i>Building Inspections</i>	\$18,000	\$13,525	\$18,000
5011	<i>Town Engineer</i>	\$0		\$0
5014	<i>Fire/EMS</i>	\$29,000	\$7,188	\$26,000
5027	<i>Town Hall Improvements</i>	\$1,000		\$1,000
5070	<i>Capital Improvements</i>	\$0	\$1,245	\$0
	Debt Servicing (Principle)	\$145,000	\$128,000	\$128,000
5075	Debt Servicing (Interest)	\$27,800	\$23,438	\$38,526
5200	<i>Contingency Fund</i>	\$3,000	\$1,452	\$3,000
5026	<i>Town Mowing</i>	\$1,500	\$825	\$2,000
	<i>Parks/Recreation/Playground</i>	\$8,000	\$7,226	\$35,000
5021	<i>Town Maintenance</i>	\$4,000	\$1,736	\$4,000
5013	<i>Accounting Fees</i>	\$10,500	\$10,500	\$10,500
5102	<i>Travel Meeting Expenses</i>	\$3,600	\$1,742	\$2,400
5031	<i>Telephone/Telecom</i>	\$1,600	\$999	\$1,700
5032	<i>Electricity</i>	\$6,800	\$3,761	\$6,680
5033	<i>Propane</i>	\$600	\$466	\$800
5101	<i>Continuing Education</i>	\$1,000	\$160	\$1,500
5001	<i>Office Supplies</i>	\$1,000	\$1,850	\$1,000
5008	<i>Elections</i>	\$3,000	\$1,006	\$2,000
5002	<i>Postage</i>	\$200	\$67	\$200
5003	<i>Computers Maintenance</i>	\$200	\$85	\$1,000
5061	<i>Appraisal District</i>	\$1,300	\$784	\$1,300
5007	<i>Advertising</i>	\$300	\$332	\$300
5103	<i>Membership Dues</i>	\$1,000	\$969	\$500
5062	<i>Tax Collector</i>	\$300		\$300
5085	<i>Town Functions</i>	\$1,500	\$1,122	\$2,000
5021	<i>Animal Control</i>	\$200	\$290	\$200
	<i>Court Attorney Fees</i>	\$1,000	\$651	\$1,000
5280	<i>Municipal Court</i>			
5041	<i>Abatement Mowing</i>	\$700	\$4,500	\$700
	<i>Lien Recording Fees</i>	\$100	\$160	\$90
	<i>Postage</i>		\$33	
TOTAL OPERATING EXPENSES		\$398,000	\$306,205	\$381,996

Utility Fund Expenses

	BUDGET	BUDGET	YTD
	2016	2015	31-May-15
<i>Operating Expenses</i>			
<i>Capital Improvements</i>			\$27,800
<i>GIS Mapping</i>		\$2,000	\$92
<i>Depreciation Expense</i>	\$70,000		
<i>Operator Salaries</i>	\$36,600	\$36,600	\$21,350
<i>Payroll</i>	\$8,000		\$4,100
<i>Engineer</i>			\$770
<i>Contract Labor</i>		\$8,000	\$2,424
<i>Electricity (Water)</i>	\$17,000	\$17,000	\$10,120
<i>Electricity (Sewer)</i>	\$21,000	\$21,000	\$13,725
<i>Solid Waste</i>	\$42,000	\$40,000	\$23,993
<i>Water Repairs</i>	\$10,000	\$10,000	\$2,756
<i>Sewer Repairs</i>	\$10,000	\$10,000	\$7,547
<i>Water Scheduled Maintenance</i>	\$1,000	\$0	\$2,460
<i>Sewer Scheduled Maintenance</i>	\$1,000	\$1,000	
<i>Insurance</i>	\$4,600	\$5,600	\$4,588
<i>Contingency Fund</i>	\$1,000	\$1,000	\$81
<i>Water Equipment</i>	\$2,000	\$2,500	\$706
<i>Sewer Equipment</i>	\$1,000	\$500	
<i>Chemicals (Water)</i>	\$1,000	\$800	\$767
<i>Chemicals (Sewer)</i>	\$800	\$500	\$498
<i>Laboratory (Water)</i>	\$500	\$600	\$238
<i>Laboratory (Sewer)</i>	\$4,500	\$4,500	\$2,876
<i>Office Supplies</i>	\$1,500	\$2,000	\$942
<i>Postage</i>	\$1,800	\$1,500	\$1,121
<i>TCEQ Licensing Fees (Water)</i>	\$500	\$450	\$484
<i>TCEQ Licensing Fees (Sewer)</i>	\$1,250	\$1,250	\$1,250
<i>Sludge Removal (Sewer)</i>	\$1,200	\$1,200	\$600
<i>Computers / IT</i>			\$480
<i>Software Licensing Fees</i>	\$750	\$700	\$375
<i>Fee for Administrative Services</i>	\$38,000	\$35,260	\$35,260
<i>Total Operating Expenses</i>	\$277,000	\$203,960	\$167,403

Road Maintenance Fund

	BUDGET	YTD	BUDGET
	2016	31-May-15	2015
Revenues			
<i>EDC</i>	\$7,000	\$5,783	\$3,200
<i>MDD</i>	\$4,700	\$3,965	\$2,720
<i>Franchise Fee - Residential</i>	\$5,160		\$5,160
<i>Franchise Fee - Commercial</i>	\$900		\$900
<i>Interest</i>	\$30	\$10	\$30
	\$17,790	\$9,758	\$12,010
Expenses			
<i>Maintenance</i>	\$0	\$7,580	\$0
<i>Beginning Fund Balance</i>	\$7,000	\$1,006	\$1,000
<i>Revenues</i>	\$17,790	\$9,758	\$12,010
<i>Expenses</i>		(\$7,580)	
<i>Ending Fund Balance</i>	\$24,790	\$3,184	\$13,010

MDD Budg MDD Budget

	<i>2016 BUDGET</i>	<i>2015 BUDGET</i>	<i>YTD 31-May-15</i>	Seasonal Change from Prior Year
Operating Revenues				
Interest		\$10	\$5	
Water Revenue		\$16,000	\$10,147	+ 4.5%
Late Fees		\$350	\$363	+ 57.8%
		\$16,360	\$10,515	14,972 last year
Operating Expenses				
Operator		\$2,400	\$1,600	
Admin Fee		\$4,200	\$2,100	
TCEQ Licensing Fee		\$175		
Electricity		\$1,200	\$633	
Repairs		\$600	\$1,078	
Chemicals		\$200		
Laboratory		\$600	\$552	
Postage		\$0	\$0	
Supplies		\$0	\$0	
Contingency		\$0	\$160	
Interest Expense		\$400	\$281	
		\$9,775	\$6,404	
Operating Income	\$0	\$6,585	\$4,111	
Non Operating Cash Flow				
Sales Tax		\$8,160	\$11,897	+ 125.4%
Debt Servicing		(\$12,000)	(\$13,400)	
LWV Road Project		(\$2,720)	(\$3,965)	
Net Surplus/Deficit		\$25	(\$1,357)	



MEMORANDUM

TO: Town Council
CC: Linda Asbell
FROM: Dr. Mark E. Vargus, Mayor
DATE: June 7, 2015
RE: Utility Rate Comparison

In determining the budget, it is important that we evaluate our utility rates.

GARBAGE

Garbage rates were last increased from \$16.25 to \$17.00 in September of 2011. Currently the anticipated CPI increase will be approximately 1.7 to 3 percent. This would translate into a new monthly charge of \$17.50. In addition, the franchise fee of \$2 per month would be instituted.

WATER

	Water Rates	
	Lake Cities	Little Elm
First 3000 Gallons	\$36.00	\$26.56 (5/8) or \$39.86 (1")
3,000 - 10,000	\$4.00	\$5.57
10,000 - 20,000	\$4.00	\$5.87
20,000 - 45,000	\$6.40	\$6.27
> 45,000	\$9.58	\$6.27

WASTEWATER

Lake Cities \$ 26.50
Little Elm \$ 42.40 (based on 6,000 gallon winter average)

I look forward to your comments;