



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

**TOWN COUNCIL MEETING
NOVEMBER 14, 2019 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG:

B. VISITOR/CITIZENS FORUM: At this time, any person with business before the Council not scheduled on the agenda may speak to the Council. The council may not comment or deliberate such statements during this period, except as authorized by Section 551.042, Texas Government Code.

C. PUBLIC HEARING – A public hearing is scheduled to provide an opportunity for citizen comment on the proposed thoroughfare plan.

D. CONSENT AGENDA: All 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 August 15, 2019 Council Meeting (Asbell)
2. Minutes of September 12, 2019 Council Meeting (Asbell)
3. Minutes of the October 3, 2019 Council Meeting (Asbell)
4. Minutes of the October 10, 2019 Council Meeting (Asbell)

F. REGULAR AGENDA:

1. Consideration of Republic Services Contract (Asbell)
2. Consideration of Preliminary Plat for Sanctuary at Sunset Cove (Todd Strouss, Kimley Horn)
3. Consideration of Resolution Authorizing the Creation of a Public Improvement District at Sanctuary at Sunset Cove (Vargus)
4. Consideration of Professional Services Agreement with LandPlan/Sam Hill Venture (Vargus)
5. Consideration of Professional Services Agreement with Sanctuary at Sunset Cove (Vargus)
6. Presentation of Audit of 2018-2019 Fiscal Year, Mr. Wayne Nabors, Nabors CPA Services (Vargus)
7. Consideration and approval of a resolution relating to establishing the town's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various town improvements from the proceeds of tax exempt obligations to be issued by the town for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date (Vargus)
8. Update on Concrete Road Project, (Brittney Shake, Kimley Horn)
9. Consideration of Adoption of Amended Thoroughfare Plan (Vargus))
10. Consideration of Amendment of the Consolidated Fee Ordinance (Vargus)
11. Discussion of Water and Wastewater Systems Capacity (Vargus)

G. 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. (2) § 551.071(1), Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation. (3) § 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.

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

I. REPORTS: Reports about items of community interest. No formal action may be taken on these items.

J. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 6:20 p.m. on Monday, 11, 2019.

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.

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

AUGUST 15, 2019

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage – Arrived at 8:32 p.m.

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Timothy “Tad” Dunn, Deputy Town Attorney

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 7:00 p.m. on Thursday, August 15, 2019, 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)

No one requested to speak

PUBLIC HEARING:

(Agenda Item C)

A public hearing was held to provide an opportunity for citizens to comment on the amendments to the Zoning, Subdivisions Regulation Ordinance and Building Codes to cause said ordinance to be in compliance with House Bill 2439, House Bill 3167 and House Bill 2497 which take effect on September 1, 2019. Mayor Vargus opened the public hearing at 7:08 p.m.

Mayor Vargus reported on the legislature changes which take effective September 1st. Mayor Vargus reported on the process for updating the ordinances to meet the legislative requirements.

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MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:01 pm. *The motion carried.*

CONSENT AGENDA:

(Agenda Item D)

1. Minutes of July 11, 2019 Council Meeting (Asbell)
2. Minutes of the August 8, 2019 Council Meeting (Asbell)
3. Interlocal Agreement with Denton County for Tax Collection (Asbell)

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

EXECUTIVE SESSION:

(Agenda Item E)

At 7:02 p.m. Mayor Vargus recessed into executive session in accordance with (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 the appeal of the building official ruling regarding 474 Peninsula Drive. (2) § 551.072 (1)

RECONVENE:

(Agenda Item F)

Mayor Vargus reconvened the regular session at 7:19 p.m. No action was taken.

REGULAR AGENDA:

(Agenda Item G)

Resolution for the Appointment of One Member to the Board of Managers of the Denco Area 9-1-1 District (Asbell)

(Agenda Item G.1)

Ms. Sue Tejml introduced herself and described the Denco 911 board structure and election process. Ms. Tejml provided information about the 9-1-1 service capabilities in Denton and surrounding areas.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the proposed resolution appointing Sue Tejml to the Board of Managers of DENCO Area 9-1-1 District. *The motion carried.*

**Consideration of Appeal of Building Official
Ruling Regarding 474 Peninsula (Vargus)**

(Agenda Item G.2)

Mayor Vargus reviewed the procedure for the appeal. Deputy Town Attorney Dunn questioned Town Building Official Steve Freeman. Mr. Freeman provided information about his qualifications, education, and job duties. Mr. Freeman provided information about the town’s building regulations. Mr. Freeman provided information about the retaining walls constructed at 474 Peninsula. Mr. Freeman provided information about a stop work order placed on the property and work being done in violation of the stop work order. Mr. Freeman provided information about a meeting with the builder and property owner that took place as a result of the stop work order. Mr. Freeman reviewed the grading permit which was issued for the property. Mr. Dunn asked Mr. Freeman to review photos – Exhibit 3 of the north wall and Exhibit 4 of the south wall. Mr. Ackles stated that he objected to the use of the exhibits referenced by Mr. Dunn because he made an open records request for this information and the Attorney General ruling has not yet been received.

Mr. Freeman reported the north wall was in excess of four feet in height. Mr. Freeman was unable to get under grade to measure the base of the footing, the visible wall measured just under 48”. Mr. Freeman reviewed the building permit requirements for retaining walls and reported that both walls on the property at 474 Peninsula have a surcharge. Mr. Freeman reported that a permit is required for retaining walls that are greater than 48 inches in height and retaining walls that are greater than 24 inches and are supporting a surcharge. Mr. Ackles stated that he objects to the use of any photos or evidence that has not been previously provided to him. Mr. Freeman reported that pictures marked as Exhibit 4 show a surcharge. Mr. Ackles stated that he objected to the use of any evidence being utilized by Deputy Town Attorney Dunn.

Mr. Freeman reported that he reviewed the regulations and inspected the property. He determined the retaining walls constructed on the property required permits and no permits were pulled.

Mr. Ackles asked Mr. Freeman to correct his previous statement on the height of the north wall. Mr. Ackles asked Mr. Freeman if the wall was completed and if the top of the wall was shaved down to make the wall 48 inches if it would be in compliance with regulations. Mr. Freeman stated it would still not be in compliance because it carries a surcharge. Mr. Freeman reported that he observed that the dirt on the opposite side of the wall was over 24”.

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Mr. Freeman reported that he did not observe work in process because the walls were already complete. Mr. Freeman stated that he received a call from the Town Secretary informing him that the work was done on the property and he went to the property and placed a stop work order. Mr. Ackels questioned Mr. Freeman about the timeline of photos taken on the property. There was some discussion about the relevance of Mr. Ackels questions. Mr. Ackels reported that his line of questioning is relevant because the owner has reported to him that the Mayor has a conflict of interest on this property and the town has selectively enforced the building regulations on this property.

Mr. Ackels asked Mr. Freeman to review international building code section 102 for applicability to this property. Mr. Freeman stated that retaining walls that are not over 4 feet in height, measured from the bottom of the footing, are exempt from the permit requirement unless it has a surcharge. Mr. Freeman reported that he measured the wall to establish the height of the wall. Mr. Ackels reviewed the dates of the stop work order placement and the meeting with the owner following the stop work order. Mr. Freeman stated that he remembered discussing the location of a port-a-potty during that meeting. Mr. Freeman reported that piles of rocks and dirt were placed in front and on the property after the stop work order. Mr. Freeman stated that he sent an email to the Town Secretary and asked her to forward the email to the property owner regarding removal of the rocks and dirt from the property. Mr. Freeman reported on the permit requirements for retaining walls and permitting requirements for pouring concrete. Mr. Ackels reviewed the letter Mr. Freeman sent to Mr. Cook and reviewed the code sections relevant to the permit process.

Mr. Ackels stated that he was finished questioning Mr. Freeman. He introduced himself and reported that he represents Mr. Cook, owner of 474 Peninsula. Brad Cook introduced himself and reported that his interaction with the town began in 2017 when he purchased the house at 474 Peninsula and met Town Secretary Asbell. Mr. Cook reported that he understands the permitting process and generally he trusts that a city official will direct him to the proper person when he is asking questions about property and permitting. Mr. Cook reported that the Town Secretary issued his grading permit and told him that a retaining wall does not need a permit if it is under four feet. Mr. Cook reported on a meeting the day after a stop work order was issued. Mr. Cook stated that his character is being questioned and he will stand very firm on this issue.

Mr. Ackels asked members of the audience to confirm what Mr. Cook stated. Mr. Ackels reviewed the letter Mr. Cook received from Mr. Freeman. Mr. Ackels stated that his appeal is based on the letter Mr. Cook received and the reference in the code is incorrect. Mr. Ackels stated that if a different code is applicable then a different violation letter should be issued. Mr. Ackels stated that the Mayor should recuse himself from this discussion. Mr. Ackels then stated his presentation is concluded.

Mayor Vargus stated that often problems are the result of miscommunication. Mayor Vargus reviewed grading permit issued on the property. The permit identifies the location of the

retaining walls as being where a silt fence will be placed and does not identify that a retaining wall will be constructed. Mayor Vargus stated that if the retaining walls had been identified the permit would have been handled differently and would have been subject to a plan review.

Mayor Vargus stated that the wall on the right of the property carries a large surcharge because of the house, HVAC equipment, and pool equipment that is located next to the retaining wall. Mayor Vargus stated that the height of the wall does not change if dirt is brought in to bury part of the wall. Mayor Vargus reported on the process of performing a risk assessment and how that applies to the building process. The inspection process mitigates the risk. Mayor Vargus stated the retaining wall was never inspected and engineering was not provided. Mayor Vargus reported that the risk on the right side of the property is very high due to the potential for damage to the house and equipment on the adjacent property. Mayor Vargus stated the risk on the left wall is much lower because the property on that side is vacant. Mayor Vargus reported on moral hazard, and risk of allowing work to be done without permits setting a precedent for future work to be completed without a permit with no penalty. Mayor Vargus stated that his opinion is the wall on the right carries too large a risk because of the house. Mayor Vargus asked Mr. Cook if he believed he could work with Mr. Freeman to resolve concerns on the left wall. Mr. Cook stated that he would welcome that opportunity.

Mayor Pro-Tem West stated that the primary problem seems to be the surcharge. Mayor Pro-Tem West stated that the wall on the right is a concern because of the surcharge. Councilman Bushong asked Mr. Freeman to report on the inspection process for retaining walls. Mr. Freeman stated that he requires an engineer letter and then he will perform a prepour inspection to compare to engineer drawing. Town Secretary Asbell reported that the owner of the adjacent to the wall on the right expressed concern about the wall and the damage to his property and fence during the construction of the retaining wall. There was some discussion about the final plans for the wall. Councilman Bushong stated that he believes the adjacent property is at risk if the south wall remains. Councilman Farage stated that he agrees that the property to the south is at risk.

Councilman Bissonnette stated that he has read the building code and it is clear to him that a permit is required. Councilman Bissonnette stated that a neighbor's concern could possibly have been addressed if a permit had been obtained and inspections were completed. Councilwoman Lepley expressed concern about the potential damage to the neighbor's property with the existing wall on the south side. Councilwoman Lepley asked if the builder could correct the wall. Mr. Freeman reviewed the process for potentially correcting a retaining wall. Mayor Pro-Tem West asked about constructing a wall with no surcharge.

There was some discussion about how to negate the surcharge on the wall. Mayor Vargus stated that he believes the council should hold this appeal in abeyance pending the property owner complying with the building official. There was discussion about the appeal being tabled until the next council meeting.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to table the appeal. *The motion carried.*

Consideration of Zoning Ordinance (Vargus)

(Agenda Item G.3)

Deputy Town Attorney Dunn reported that this ordinance responds to requirements of House Bill 2439. Attorney Dunn reviewed the limitations on zoning requirements established by the house bill. Attorney Dunn stated that deed restrictions are not affected. The Attorney General or an aggrieved party can seek injunctive relief if the town did not adopt this ordinance. A developer agreement can still require specific building standards above the international residential code.

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

Consideration of Subdivision Ordinance (Vargus)

(Agenda Item G.4)

Attorney Dunn reviewed the new requirements for plat submission and approval or denial

MOTION: Upon a motion made by Councilman Farage and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to approve the subdivision ordinance. *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item G)

At 9:07 p.m. Mayor Vargus recessed into executive session in accordance with (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. (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

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RECONVENE:

(Agenda Item H)

Mayor Vargus reconvened the regular session at 9:38 p.m. No action was taken.

REPORTS

(Agenda Item I)

No reports were given

ADJOURNMENT

(Agenda Item J)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:39 p.m. on Thursday, August 15, 2019. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 14th day of November 2019.

APPROVED

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY













LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

SEPTEMBER 12, 2019

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – 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 7:00 p.m. on Thursday, September 12, 2019 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)

No one requested to speak

PRESENTATIONS:

(Agenda Item C)

Mayor Vargus presented a proclamation designating September 17 – 23, 2019 as Constitution week. The presentation was received by Ms. Carolyn Sanders of the Prestonwood Chapter of the Daughters of the American Revolution.

Mr. Gordon Meredith presented Mayor Vargus with the official certification designating Lakewood Village as an International Dark Sky Community.

PUBLIC HEARING:

(Agenda Item D)

A public hearing was held to provide an opportunity for citizens to comment on the proposed combined property tax rate of \$0.415/\$100. Mayor Vargus opened the public hearing at 7:05 p.m. No one requested to speak.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:05 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 ordinance changes in agenda items F5. Through F.7. Mayor Vargus opened the public hearing at 7:06 p.m. No one requested to speak.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:06 pm. *The motion carried.*

REGULAR AGENDA:

(Agenda Item F)

**Consideration of Ordinance Adopting the
Property Tax Rate of \$0.415/\$100 (Asbell)**

(Agenda Item F.1)

Council noted the error on the agenda item stating the date of 2018 and noted a correction in the ordinance. The tax rate adopts the 2019-2020 rate of \$0.25/\$100 maintenance and operations and \$0.165 interest and sinking for a total tax rate of \$0.415/\$100.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to adopt the property tax rate of \$0.415/\$100. *The motion carried.*

ROLLCALL VOTE

Mayor Vargus – present and not voting
Mayor Pro-Tem West - aye
Councilman Bushong - aye
Councilwoman Lepley - aye
Councilman Farage - aye
Councilman Bissonnette - aye

**Ratification of Ordinance 19-08 Adopting
Fiscal Year 2019-2020 Budget (Asbell)**

(Agenda Item F.2)

MOTION: Upon a motion made by Councilman Bissonnette and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to ratify ordinance 19-08 adopting the budget for fiscal year 2019-2020. *The motion carried.*

ROLLCALL VOTE

Mayor Vargus – present and not voting
Mayor Pro-Tem West - aye
Councilman Bushong - aye
Councilwoman Lepley - aye
Councilman Farage - aye
Councilman Bissonnette - aye

**Discussion of Republic Services Contract
(Asbell)**

(Agenda Item F.3)

Mayor Vargus reported that Republic Services has provided services to the town for more than 15 years. The town could send the contract out for bid, but it is not required. There is a greater benefit to the town to stay with Republic Services. Mayor Vargus reported that Town Secretary Asbell has renegotiated the contract with new provisions for recycling, bulk trash, and fixed rates. There was some discussion about the current bulk trash schedule being undesirable due to conflicts with holidays. There was some discussion about providing notice to citizens about the change in bulk trash schedule. There was some discussion about changes to the recycling provisions in the contract. There was some discussion about the rate schedule. There was some discussion about the type and size of vehicles used by Republic Services for collection. There was some discussion about the term of the contract.

Update on Concrete Road Project (Vargus)

(Agenda Item F.4)

Mayor Vargus reported the project sign has been constructed and will be installed near the mailboxes at Melody Lane in a week. The survey work has been completed and over 19,000 survey points have been uploaded into the mapping software. Mayor Vargus reported on discussions with AT&T and Suddenlink about installation of fiber optic in the areas the concrete roads will be installed. Suddenlink is more interested in installing fiber than AT&T.

**Consideration of Oversized Vehicle Parking
Ordinance (Vargus)**

(Agenda Item F.5)

Mayor Vargus reported this ordinance was discussed last month. There was some discussion about updating the language to require approved surfaces to comply with the current zoning ordinance.

MOTION: Upon a motion made by Councilman Bushong and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to adopt the oversized vehicle ordinance as presented. *The motion carried.*

**Consideration of Junked Vehicle Ordinance
(Vargus)**

(Agenda Item F.6)

Mayor Vargus reported the ordinance was reviewed last month.

MOTION: Upon a motion made by Councilman Bissonnette and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to adopt the junked vehicle ordinance as presented. *The motion carried.*

**Consideration of Nuisance Ordinance
(Vargus)**

(Agenda Item F.7)

Mayor Vargus reviewed the history of the nuisance ordinance and reported that no changes have been made since the council reviewed the ordinance last month.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to adopt the nuisance ordinance as presented. *The motion carried.*

**Discussion of Emergency Operations Plan
(Vargus)**

(Agenda Item F.8)

Mayor Vargus reported on emergency services provided by Denton County and the chain of command. Mayor Vargus stated the town needs to have a plan for continuing town operations in the event of an emergency. There was some discussion about the types of operations that need to be covered in the plan.

**Discussion of Recycled Water Project
(Vargus)**

(Agenda Item F.9)

Mayor Vargus reported on the number of gallons of water being generated at the sewer plant that could be used for landscaping or a water feature. Mayor Vargus asked council members to consider taking on this project.

**Update on Community Events Calendar
(Asbell)**

(Agenda Item F.10)

Linda Loudon reported that the MDD will host a chili cook-off on November 9th. Denton County Sheriff's Office and Little Elm Fire Department will serve as judges for chili. Entertainment will be provided. Linda Loudon reported on other town events.

**Consideration of Minutes of August 8, 2019
(Asbell)**

(Agenda Item F.11)

Town Secretary Asbell requested the minutes be considered at the next council meeting.

Mayor Vargus reported the town audit has been moved up due to the concrete road project

EXECUTIVE SESSION:

(Agenda Item G)

At 8:02 p.m. Mayor Vargus recessed into executive session in accordance with (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. (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 H)

Mayor Vargus reconvened the regular session at 9:35 p.m. No action was taken.

REPORTS

(Agenda Item I)

Mayor Vargus reported on Special Meeting dates coming up after the submittal of the preliminary road design. In November the Denton County Emergency Services will be attending a council meeting, the audit will take place in November. Mayor Vargus reported on the timing of the financing and the bid process for the roads. Mayor Vargus reported that development submittals must be acted upon within 30 days.

ADJOURNMENT

(Agenda Item J)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:38 p.m. on Thursday, August 11, 2019. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 14th day of November 2019.

APPROVED

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

OCTOBER 3, 2019

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Andy Messer, Town Attorney

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 Thursday, October 3, 2019 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 6:01 p.m. Mayor Vargus recessed into executive session in accordance with:

- (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 re: subdivision regulations and platting process.
- (2) § 551.072 Texas Government Code to wit: deliberations about real property involving The Village Development and the Sanctuary of Sunset Cove Development;
- (3) § 551.087 Texas Government Code to wit: economic development negotiations involving The Village Development and the Sanctuary of Sunset Cove Development; and

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(4) §551.074 Texas Government Code to wit: Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee: city engineer; and

(5) §551.076 Texas Government Code to wit: deliberations about Security Devices.

RECONVENE:

(Agenda Item C)

Mayor Vargus reconvened the regular session at 8:17 p.m.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to authorize the Mayor to execute an agreement with Kimley Horn to review the plat submittal for the Sanctuary of Sunset Cove Development and waive any conflict of interest. *The motion carried.*

REPORTS

(Agenda Item D)

No reports

ADJOURNMENT

(Agenda Item E)

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 Regular Meeting of the Lakewood Village Town Council at 8:19 p.m. on Thursday, October 3, 2019. *The motion carried.*

These minutes approved by the Lakewood Village Town Council on the 14th day of November 2019.

APPROVED

Darrell West
MAYOR PRO-TEM

ATTEST:

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Linda Asbell, TRMC, CMC
TOWN SECRETARY

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

OCTOBER 10, 2019

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage

Town Staff:

Linda Asbell, TRMC, CMC – Town Secretary
Andy Messer, Town Attorney

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 7:00 p.m. on Thursday, October 10, 2019 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 D)

**Consideration of Preliminary Plat –
Sanctuary at Sunset Cove**

(Agenda Item D.1)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to reject the plat submittal for the Sanctuary of Sunset Cove Development based on the findings of the Town Engineer (Exhibit A). *The motion carried.*

EXECUTIVE SESSION:

(Agenda Item B)

At 7:03 p.m. Mayor Vargus recessed into executive session in accordance with:

- (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 re: subdivision regulations and platting process.
- (2) § 551.072 Texas Government Code to wit: deliberations about real property involving The Village Development and the Sanctuary of Sunset Cove Development;
- (3) § 551.087 Texas Government Code to wit: economic development negotiations involving The Village Development and the Sanctuary of Sunset Cove Development; and
- (4) §551.074 Texas Government Code to wit: Deliberation regarding the appointment, evaluation, reassignment, duties, discipline or dismissal of public officer or employee: city engineer; and
- (5) §551.076 Texas Government Code to wit: deliberations about Security Devices.

RECONVENE:

(Agenda Item C)

Mayor Vargus reconvened the regular session at 7:40 p.m. No action was taken.

REPORTS

(Agenda Item E)

Mayor Vargus reported that Gary Newsome has arranged details for the Halloween Hayride.

Mayor Vargus reported that the Rocky Point Water System water tank is being painted.

Mayor Vargus reported that he and Town Secretary Asbell met with AT&T today about the possibility of getting fiber optic service in town.

Mayor Vargus reported on the status of the road project and updating the survey. The road designs are expected in late November.

ADJOURNMENT

(Agenda Item F)

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 7:43 p.m. on Thursday, October 10, 2019. *The motion carried.*

**LAKWOOD VILLAGE TOWN COUNCIL
REGULAR SESSION
OCTOBER 10, 2019**

Page 3

These minutes approved by the Lakewood Village Town Council on the 14th day of November 2019.

APPROVED

Darrell West
MAYOR PRO-TEM

ATTEST:

Linda Asbell, TRMC, CMC
TOWN SECRETARY

**LAKWOOD VILLAGE TOWN COUNCIL
REGULAR SESSION
OCTOBER 10, 2019**

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EXHIBIT A



October 9, 2019

Dr. Mark Vargus, Mayor
Town of Lakewood Village
100 Highridge Drive
Lakewood Village, TX 75068

RE: Review of the Initial Submittal of the Preliminary Plat for
The Sanctuary at Sunset Cove
KHA No. 064487107

Dear Dr. Vargus:

We have completed our review of the initial submittal of the Preliminary Plat for the above referenced project. The Preliminary Plat was received via hand delivery for review on October 1, 2019.

There is no Development Agreement between the Town of Lakewood Village and the Developer for this project. There are no special districts (PID, TIRZ, etc.) for the project.

The property lies outside of the Town of Lakewood Village's corporate limits. A majority of the property is located within the Town's extraterritorial jurisdiction (ETJ), and a small portion of the property is located within the corporate boundary of the Town of Little Elm. The Town's sewer Certificate of Convenience and Necessity (CCN) number is 20075. The Town of Lakewood Village will own and operate all public sanitary sewer facilities in this development.

The water CCN is held by Aqua Texas Inc. Aqua Texas Inc.'s water CCN number is 13201. The water system will be owned and operated by Aqua Texas Inc.

The following comments are based on a review of the plans and maps noted above and the requirements outlined in the Town of Lakewood Village Subdivision Ordinance (Ordinance 14-13). Additional comments may be offered on future submittals after these are addressed and the preliminary plat is more complete.

A denial of the preliminary plat is recommended based on the following comments (not in any specific order):

1. Offsite wastewater facilities to be provided by the proposed development. Update utility plan to show extension of, and connection to, the Town's existing wastewater system. It will be the developer's responsibility to acquire all necessary off-site easements.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.E.1 & Ordinance 14-13, Section 8.2.A.3
2. Prepare a wastewater study showing the wastewater demands of the proposed development and capacities of the existing wastewater infrastructure impacted by the development.
Ordinance/Code Reference: Ordinance 14-13, Section 8.1.B.2.c



3. The preliminary utility plan indicates that the Town of Lakewood Village will be providing offsite water line to connect to the proposed development. Aqua Texas, Inc. is the water provider in this location. Provide a water system analysis verifying that Aqua Texas, Inc. is capable of providing adequate domestic service and fire protection.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.B.2.a
4. For segmented pipe, a horizontal curve for wastewater pipeline alignments must not be accomplished by bending the pipe unless the pipe joints are welded or heat-fused. Horizontal curves must be accomplished using additional manholes or joint offset. Joint offset shall not exceed 80% of the manufacturer's recommendation.
Ordinance/Code Reference: 30 TAC §217.53(m)(2)
5. The maximum allowable manhole spacing for collection systems with horizontal curvature is 300 feet. A manhole must be at the point of curvature and the point of termination of a curve.
Ordinance/Code Reference: 30 TAC §217.53(m)(4)
6. Each lot shall have adequate access to a street by having frontage on such a street that is not less than sixty feet (60) at the street.
Ordinance/Code Reference: Ordinance 14-13, Section 8.5.F.1.
7. Confirm if permits are required with U.S. Army Corps of Engineers for drainage, water, and/or wastewater infrastructure adjacent to Lewisville Lake. If applicable, provide all approved permits from U.S. Army Corps of Engineers.
Ordinance/Code Reference: Ordinance 14-13, Section 8.1.B.1
8. Increased storm water runoff attributable to new development shall not cause impacts to adjoining, upstream or downstream properties. Impacts are defined as an increase in runoff between pre and post development. Verify that proposed development will not increase runoff or provide control measures.
Ordinance/Code Reference: Ordinance 14-13, Section 8.1.B.1.d
9. Dedication lift station site to the Town of Lakewood Village.
Ordinance/Code Reference: Ordinance 14-13, Section 8.1.B.2.1 & 30 TAC §217.59(a)(1)
10. Change Utility Easements to wastewater easement. Easements shall be dedicated for exclusive use of wastewater facilities in the wastewater easements.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.A.2.e
11. Provide wastewater easement across roads/common access easements.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.A.2.e



12. Provide separate easements for franchise utilities.
Ordinance/Code Reference: Ordinance 14-13, Section 8.5.A
13. Minimum easement width shall be 15'.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.A.2.b
14. Typical Street section shows ROW, but plat is showing as a "Common Access Easement". Clarify and update accordingly.
Ordinance/Code Reference: Preliminary Plat Checklist
15. Preliminary plat acreage does not match deed. Update accordingly.
Ordinance/Code Reference: Preliminary Plat Checklist
16. Owner information shown on plat does not match deed of trust. Update accordingly.
Ordinance/Code Reference: Preliminary Plat Checklist
17. All new roads shall utilize a geo-textile liner.
Ordinance/Code Reference: Ordinance 14-13, Section 8.4.A.3
18. Provide Surveyor's certificate with notary block on preliminary plat
Ordinance/Code Reference: Preliminary Plat Checklist
19. Provide certificate of ownership with notary block on preliminary plat
Ordinance/Code Reference: Preliminary Plat Checklist
20. Provide dedication language for easements.
Ordinance/Code Reference: Preliminary Plat Checklist

A detailed review of the roadway, wastewater and drainage facilities shown will be completed at time of construction drawing submittal. This review did not include an evaluation of any guidelines or permitting procedures required by the Town of Little Elm. The adequacy of the design work reflected in the plans reviewed remains with the design engineer and that the responsibility to adhere to all applicable ordinances and codes remains as well.

Should you have any questions or comments, please do not hesitate to contact me at 469.301.2592 or by email at todd.strouse@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink that reads "Todd L. Strouse, P.E." with a stylized flourish.

Todd L. Strouse, P.E.

MUNICIPAL MATERIALS MANAGEMENT AGREEMENT

This Municipal Materials Management Agreement (the “**Agreement**”) is made and entered into this __1st__ day of _January_, 2020 (“**Effective Date**”), by and between the Town of Lakewood Village (“**Town**”), and Allied Waste Systems, Inc. dba Republic Services of Lewisville, qualified to do and actually doing business in the State of Texas (“**Company**”).

RECITALS

WHEREAS, Town desires that Company provide Services as defined herein for the Location Types as set forth in this Agreement and Company desires to do so, all in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. Sole and Exclusive Franchise. Company is hereby granted the sole and exclusive franchise, license, and privilege to provide for the collection and disposal or recycling, if applicable, of all conforming Waste Material (as defined in Exhibit A) for the following types of locations (“**Location Types**”) within the territorial jurisdiction of the Town (the “**Services**”):

Location Types

| | | | |
|----------|------------------------|----------|----------------------------|
| <u>X</u> | Residential Units | <u>X</u> | Large Commercial Units |
| <u>X</u> | Small Commercial Units | <u>X</u> | Industrial Permanent Units |
| <u>X</u> | Municipal Facilities | <u>X</u> | Industrial Temporary Units |

2. Newly Developed Areas. If the Town develops new areas (of the same Location Types as designated above) within the Town’s territorial jurisdiction during the Term of this Agreement, such areas shall automatically be subject to this Agreement. The Town shall provide Company with written notification of such newly developed areas, and within thirty (30) days after receipt of such notification, Company shall provide the Services as set forth in this Agreement in such newly developed area(s). If the Town annexes any new areas that it wishes for Company to provide the Services, the Parties shall negotiate a mutually acceptable amendment to this Agreement adding such annexed areas to the scope of the Services and setting forth the rates that will apply for the Services in such area(s).
3. Scope of Services. Company shall furnish all equipment, trucks, personnel, labor, and all other items necessary to perform the Services. The Services shall not include the collection, disposal, or recycling of any Excluded Waste or Waste Material located at any Location Type not designated above, or any Waste Material/Service Types not designated in any exhibit attached hereto.
4. Out of Scope Services May Be Contracted for Directly with Customers. Company may provide collection and disposal or recycling service within the territorial jurisdiction of the Town for any Waste Material and/or Location Types that are outside the scope of this Agreement pursuant such terms and conditions as may be mutually agreed upon by Company and such Customers. Such services and agreements are outside the scope of this Agreement, and this Agreement does not require such Customers to use Company for such services, but they may do so at their discretion. The Town agrees that Company may use any information received from the Town in marketing all of its available

services to the Customers located within the Town, whether included in the scope of this Agreement or not.

5. Exhibits. All Exhibits attached this Agreement are an integral part of the Agreement and are incorporated herein.

Exhibit A Specifications for Municipal Solid Waste Services

Exhibit A-1 Municipal Solid Waste Pricing

Exhibit B Specifications & Pricing for Recycling Services

Exhibit B-1 Recycling Facility Average Commodity Mix

6. Term. This Agreement begins on the Effective Date and expires five (5) years thereafter but shall automatically renew for successive five-year periods (the “**Term**”) unless either party provides written notice of non-renewal at least sixty (60) days prior to the expiration of the then current Term, or unless otherwise terminated in accordance with the terms of this Agreement.

7. Rates for Services; Rate Adjustments; Additional Fees and Costs.

7.1 Rates for Services. The rates for all Services shall be as shown on Exhibits A-1 and B, subject to the rate adjustments and additional fees and costs as set forth herein.

7.2 Modification of Rates. The Town and the Company have agreed to a rate adjustment on residential waste services during the third and fifth years of this contract. The adjustment would take effect on the Effective Date of the year in which it will commence.

Rates adjustments on Municipal Facility, Commercial Units, and Industrial Units will be determined on an annual basis no more than once every 12 months during the term of this Agreement, to reflect changes in the cost of operations, as reflected by fluctuations in the Consumer Price Index for All Urban Consumers (Water, Sewer and Trash Collection Services) U.S. Town Average, as published by the United States Department of Labor, Bureau of Statistics. The fees may be adjusted for the ensuing 12-month period in a percentage amount equal to the unadjusted percent change of the previous 12 months plus the seasonally adjusted percent change in December of each year.

Any proposed rate adjustment shall be submitted to the Town not later than 60 days prior to Effective Date and be accompanied by an updated Exhibit A-1 and B to allow for proper review and approval by the Town.

7.3 Change in Law Adjustments. Upon approval by the Town, the Company may increase the rates for Services as a result of increases in costs incurred by Company due to (a) any third party or municipal hauling company or disposal or recycling facility being used; (b) changes in local, state, federal or international rules, ordinances or regulations; (c) changes in taxes, fees or other governmental charges (other than income or real property taxes); (d) uncontrollable prolonged operational changes (i.e., a major bridge closure); and (e) changes in costs due to a Force Majeure Event. Any of the foregoing cost adjustments shall be retroactive to the date of approval by the Town.

7.4 Franchise Fee. The Town shall determine a residential franchise fee, which fee shall be passed through to the Customer. For residential customers billed by the town, the fee shall be retained by the Town. The Company shall charge industrial roll-off customers a sixteen percent

franchise fee. Franchise fees charged to customers by the Company shall be remitted to the Town quarterly along with a report which shows services provided by address, and dates of service. The Town shall have the ability to permit a customer with an approved building permit to make payment in lieu of franchise fees when circumstances prevent the customer from placing a roll-off container on the property identified in the building permit in a safe manner.

8. Invoicing; Payment; Service Suspension; Audits.

8.1 Invoicing the Town. The Town shall invoice and collect from all Residential Units and Municipal Facilities for Services provided by Company pursuant to this Agreement. The Town shall report to Company (a) by the 5th of each month the total number of addresses subject to this Agreement and that have been billed for Services by the Town and (b) on a quarterly basis, parcel data and a list of addresses billed for the Services by the Town. Company shall invoice the Town for the number of addresses that were billed by the Town within fifteen (15) days of receiving the Town's address count each month, and the Town shall pay Company's invoices.

8.2 Invoicing the Customer Directly. Company shall invoice each individual Customer for all commercial and industrial containers under this Agreement. The Customer shall pay Company's invoices.

8.3 Payment. The Town or Customer, as applicable, shall pay each of Company's invoices within thirty (30) days of receipt Company's invoice. Payments may be made by check or ACH only; no purchasing cards or credit cards will be accepted. If Company is invoicing the Town, Town shall pay Company's invoices in full irrespective of whether or not the Town collects from the Customers for such Service. Payments not made on or before their due date may be subject to late fees of one and one-half percent (1.5%) per month (or the maximum allowed by law, if less). If the Town or Customer, as applicable, withholds payment of a portion or entire invoice and it is later determined that a portion or all such withheld amount is owed to Company, such amount shall be subject to the late fees provided herein from the original due date until paid.

8.4 Service Suspension.

8.4.1 Unpaid Invoices. If any amount due from the Town is not paid within sixty (60) days after the date of Company's invoice, Company may suspend Services until the Town has paid its outstanding balance in full and/or terminate this Agreement. If Company suspends Service, the Town shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law. If any amount due to Company from an individual Customer is not paid within sixty (60) days after the date of Company's invoice, Company may suspend that Customer's Services until the Customer has paid its outstanding balance in full. If Company suspends Service, the Customer shall pay a service interruption fee in an amount determined by Company in its discretion up to the maximum amount allowed by Applicable Law.

8.4.2 Suspension at Direction of Town. If the Town wishes to suspend or discontinue Services to a Customer for any reason, the Town shall send Company a written notice (email is acceptable as long as its receipt is acknowledged by Company) identifying the Customer's address and the date the Services should be suspended or discontinued. In the event of Service suspension, the Town shall provide additional email notification to Company if/when it wishes to reactivate the suspended Services. Upon receipt of a notice of reactivation, Company shall resume the Services on the next regularly scheduled collection day. The Town shall indemnify, defend, and hold Company harmless from any claims, suits, damages, liabilities or expenses (including but not

limited to expenses of investigation and attorneys' fees) resulting from the suspension of discontinuation of any Services at the direction of the Town.

8.5 Audits.

8.5.1 Audit of Town Billings. With respect to any Services in which the Company's billing is dependent upon the Town's reporting of the number of addresses subject to this Agreement, the Town shall perform an audit at least once each year to confirm that all addresses receiving Services under this Agreement are actually being billed by the Town and that the Town's reporting on such addresses is accurate. The Town shall share all findings and documentation with respect to such audits with Company. In addition to the foregoing, Company shall be permitted to conduct its own address counts using manual counts and/or official parcel maps. If at any time Company presents to Town data to support that the number of addresses serviced exceeds the number provided by the Town, the parties agree to re-negotiate in good faith the number of addresses receiving and paying for services under this Agreement.

8.5.2 Audit of Company Records. The Town may request and be provided with an opportunity to audit any relevant and non-confidential records of Company that support the calculations of charges invoiced to the Town under this Agreement within the ninety (90) day period before the audit request. Such audits shall be Town conducted under mutually acceptable terms at Company's premises in a manner that minimizes any interruption in the daily activities at such premises.

9. Termination. If either party breaches any material provision of this Agreement and such breach is not substantially cured within thirty (30) days after receipt of written notice from the non-breaching party specifying such breach in reasonable detail, the non-breaching party may terminate this Agreement by giving thirty (30) days' written notice of termination to the breaching party. However, if the breach cannot be substantially cured within thirty (30) days, the Agreement may not be terminated if a cure is commenced within the cure period and for as long thereafter as a cure is diligently pursued. Upon termination, the Town shall pay Company only such charges and fees for the Services performed on or before the termination effective date and Company shall collect its equipment, and Company shall have no further obligation to perform any Services under this Agreement.
10. Compliance with Laws. Company warrants that the Services will be performed in a good, safe and workmanlike manner, and in compliance with all applicable federal, state, provincial and local laws, rules, regulations, and permit conditions relating to the Services, including without limitation any applicable requirements relating to protection of human health, safety, or the environment ("**Applicable Law**"). In the event any provision of this Agreement conflicts with an existing ordinance of the Town, this Agreement shall control, and Company shall not be fined, punished, or otherwise sanctioned under such ordinance. Company reserves the right to decline to perform Services, which, in its judgment, it cannot perform in a lawful manner or without risk of harm to human health, safety or the environment.
11. Title. Title to Waste Material shall pass to Company when loaded into Company's collection vehicle or otherwise received by Company. Title to and liability for any Excluded Waste shall at no time pass to Company.
12. Excluded Waste. If Excluded Waste is discovered before it is collected by Company, Company may refuse to collect the entire waste container that contains the Excluded Waste. In such situations, Company shall contact the Town and the Town shall promptly undertake appropriate action to ensure that such Excluded Waste is removed and properly disposed of by the depositor or generator of the Excluded Waste. In the event Excluded Waste is present but not discovered until after it has been collected by Company, Company may, in its sole discretion, remove, transport, and dispose of such

Excluded Waste at a facility authorized to accept such Excluded Waste in accordance with Applicable Law and, in Company's sole discretion, charge the Town, depositor or generator of such Excluded Waste for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of such Excluded Waste. The Town shall provide all reasonable assistance to Company to conduct an investigation to determine the identity of the depositor or generator of the Excluded Waste and to collect the costs incurred by Company in connection with such Excluded Waste. Subject to the Town's providing all such reasonable assistance to Company, Company shall release Town from any liability for any such costs incurred by Company in connection with such Excluded Waste, except to the extent that such Excluded Waste is determined to be attributed to the Town.

13. Equipment; Access. Any equipment that Company furnishes or uses to perform the Services under this Agreement shall remain Company's property. The Town shall be liable for all loss or damage to such equipment, except for normal wear and tear, or loss or damage resulting from Company's handling of the equipment. Town and Customers shall use the equipment only for its proper and intended purpose and shall not overload (by weight or volume), move, or alter the equipment. If the equipment and/or Waste Material is not accessible so that the regularly scheduled pick-up cannot be made, such Waste Material will not be collected until the next regularly scheduled pick-up, unless the Customer calls Company and requests an extra pick-up, in which case an extra service charge will apply. Company shall not be responsible for damages to pavement, curbing, or other driving surfaces resulting from Company's providing the Services under this Agreement, unless caused by Company's negligence or willful misconduct.
14. Risk Allocation. Except as otherwise specifically set forth herein, each party shall be responsible for any and all claims for personal injuries or death, or the loss of or damage to property, only to the extent caused by that party's negligence or acts of willful misconduct or those of its employees, contractors, subcontractors, or agents.
15. Insurance. During the Term of this Agreement, Company shall maintain in force, at its expense, insurance coverage with minimum limits as follows:

Workers' Compensation

| | |
|----------------------------------|--|
| Coverage A | Statutory |
| Coverage B - Employers Liability | \$1,000,000 each Bodily Injury by Accident |
| | \$1,000,000 policy limit Bodily Injury by Disease |
| | \$1,000,000 each occurrence Bodily Injury by Disease |

Automobile Liability

| | |
|--|--|
| Bodily Injury/Property Damage Combined – Single Limit | \$3,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles (including trailers). |
| Pollution Liability Endorsement | MCS-90 endorsement for pollution liability coverage |

Commercial General Liability

| | |
|-------------------------------|-------------------------------|
| Bodily Injury/Property Damage | \$2,500,000 each occurrence |
| Combined – Single Limit | \$5,000,000 general aggregate |

All such insurance policies will be primary without the right of contribution from any other insurance coverage maintained by Town. All policies required herein shall be written by insurance carriers with a rating of A.M. Bests of at least "A-" and a financial size category of at least VII. Upon Town's request, Company shall furnish Town with a certificate of insurance evidencing that such coverage is in effect. Such certificate will also provide for thirty (30) days prior written notice of cancellation to the Town,

show the Town as an additional insured under the Automobile and General Liability policies, and contain waivers of subrogation in favor of the Town (excluding Worker's Compensation policy) except with respect to the sole negligence or willful misconduct of Town.

16. Force Majeure. Except for Town's obligation to pay amounts due to Company, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Company has no control, shall not be included as part of Company's service under this Agreement. In the event of increased volume due to a Force Majeure event, Company and the Town shall negotiate the additional payment to be made to Company. Further, the Town shall grant Company variances in routes and schedules as deemed necessary by Company to accommodate collection of the increased volume of Waste Materials.
17. Non-Discrimination. Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin in its performance of Services under this Agreement.
18. Licenses and Taxes. Company shall obtain all licenses and permits (other than the license and permit granted by this Agreement) and promptly pay all taxes required by the Town and by the State.
19. No Guarantees or Liquidated Damages. Unless specifically provided herein, Company provides no guarantees or warranties with respect to the Services. No liquidated damages or penalties may be assessed against Company by Town.
20. Miscellaneous. (a) This Agreement represents the entire agreement between the Parties and supersedes all prior agreements, whether written or verbal, that may exist for the same Services. (b) Company shall have no confidentiality obligation with respect to any Waste Materials. (c) Neither party shall assign this Agreement in its entirety without the other party's prior written consent, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Agreement without the Town's consent to its parent company or any of its subsidiaries, to any person or entity that purchases any operations from Company or as a collateral assignment to any lender to Company. This Agreement shall be binding upon and inure solely to the benefit of the Parties and their permitted successors and assigns. (d) Company may provide any of the Services covered by this Agreement through any of its affiliates or subcontractors, provided that Company shall remain responsible for the performance of all such services and obligations in accordance with this Agreement. (e) No intellectual property rights in any of Company's IP are granted to Town under this Agreement. (f) All provisions of the Agreement shall be strictly complied with and conformed to by the Parties, and this Agreement shall not be modified or amended except by written agreement duly executed by the undersigned parties. (g) If any provision of this Agreement is declared invalid or unenforceable, it shall be modified so as to be valid and enforceable but so as most nearly to retain the intent of the Parties. If such modification is not possible, such provision shall be severed from this Agreement. In either case, the validity and enforceability of the remaining provisions of this Agreement shall not in any way be affected thereby. (h) Failure or delay by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. (i) If any litigation is commenced under this Agreement, the successful party shall be entitled to recover, in addition to such other relief as the court may award, its reasonable attorneys' fees, expert witness fees, litigation related expenses, and court or other costs incurred in such litigation or proceeding. (j) This Agreement shall be interpreted and governed by the laws of the State where the Services are performed. (k) Customer and Company agree that electronic signatures are valid and effective, and that an electronically stored copy of this

Agreement constitutes proof of the signature and contents of this Agreement, as though it were an original.

IN WITNESS HEREOF, the parties have entered into this Agreement as of the date first written above.

Town of Lakewood Village

**Allied Waste Systems, Inc. dba Republic Services of
Lewisville**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

SPECIFICATIONS FOR MUNICIPAL SOLID WASTE SERVICES

1. Waste Material. The following Waste Material shall be considered in scope during the Term of this Agreement:

| | | | |
|----------|-----------------------------|----------|---------------------|
| <u>X</u> | Municipal Solid Waste (MSW) | <u>X</u> | Bulky Waste |
| <u>X</u> | Yard Waste | <u>X</u> | Construction Debris |

2. Definitions.

2.1 Bulky Waste – Stoves, refrigerators (with all CFC and other refrigerants removed), water tanks, washing machines, furniture and other similar items with weights and/or volumes greater than those allowed for the waste container supplied.

2.2 Bulk & Brush – Tree, shrub and brush trimmings or newspapers and magazines shall be collected on a quarterly basis, pursuant to a schedule mutually agreed to by the Company and the Town. Brush shall not include any Excluded Waste.

2.3 Commercial Unit – A commercial premise that is not classified as a Residential Unit or Municipal Facility that requires any containers larger than a residential Polycart for the collection of its Solid Waste.

2.4 Customer – An occupant or operator of any type of premise within the Town that is covered by this Agreement and who generates Municipal Solid Waste and/or Recyclable Material, if applicable.

2.5 Disposal Site – A Waste Material depository including, but not limited to, sanitary landfills, transfer stations, incinerators, recycling facilities and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material and Small Dead Animals.

2.6 Excluded Waste – Excluded Waste consists of Special Waste, Hazardous Waste, and any other material not expressly included within the scope of this Agreement including, but not limited to, any material that is hazardous, radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or listed or characteristic hazardous waste as defined by Applicable Law or any otherwise regulated waste.

2.7 Hazardous Waste – Any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to the Resource Conservation and Recovery Act of 1976, as amended, and including future amendments thereto, and any other Applicable Law.

2.8 Industrial Permanent Unit – An industrial premise requiring use of a large container for the collection of its MSW for a continuous term.

2.9 Industrial Temporary Unit – An industrial premise requiring use of a large container for the collection of its Solid Waste on only a temporary basis. Solid Waste collection is generally limited to a specific event or a short-term project.

2.10 Municipal Facilities – Those specific municipal premises as set forth on Exhibit A-1 of this Agreement, if any.

2.11 Municipal Solid Waste (or “MSW”) – Useless, unwanted or discarded nonhazardous materials (trash or garbage) with insufficient liquid content to be free-flowing that result from residential, commercial, governmental and community operations. Municipal Solid Waste does not include any Excluded Waste.

2.12 Residential Unit – A dwelling where a person or group of people live. For purposes of this Agreement, each unit in a multi-family dwelling (condominium, apartment or other grouped housing structure) shall be treated as a separate Residential Unit and a Residential Unit shall be deemed occupied when either water or power services are being supplied thereto.

2.13 Special Waste – Any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste includes, but is not limited to (a) waste generated by an industrial process or a pollution control process; (b) waste which may contain residue and debris from the cleanup of spilled petroleum, chemical or commercial products or wastes, or contaminated residuals; (c) waste which is nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 (“RCRA”); (d) waste from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances, commercial products or wastes; (e) waste which may contain free liquids and requires liquid waste solidification; (f) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are “empty” as defined by RCRA; (g) asbestos containing or asbestos bearing material that has been properly secured under existing Applicable Law; (h) waste containing regulated polychlorinated biphenyls (PCBs) as defined in the Toxic Substances Control Act (TSCA); (i) waste containing naturally occurring radioactive material (NORM) and/or technologically-enhanced NORM (TENORM); and (j) Municipal Solid Waste that may have come into contact with any of the foregoing.

2.14 Waste Material – All nonhazardous Municipal Solid Waste and, as applicable, Recyclable Material, Yard Waste, Bulky Waste generated at the Location Types covered by this Agreement. Waste Material does not include any Excluded Waste.

2.15 Yard Waste – Grass, leaves, flowers, stalks, stems, tree trimmings, branches, and tree trunks. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length are not required to be in a container, bag or box.

3. Collection Operations.

3.1 Location of Containers, Bags and Bundles for Collection. Each container, bag and bundle containing Waste Material shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled Town roadways. Containers, bags and bundles shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, containers, bags and bundles shall be placed as close as practicable to an access point for the collection vehicle. Company may decline to collect any container, bag or bundle not so placed or any Waste Material not in a container, bag or bundle.

3.2 Hours of Collection Operations. Collection of Waste Material shall not start before 7:00 A.M. or continue after 7:00 P.M. Exceptions to collection hours shall be affected only upon the mutual agreement of the Town and Company, or when Company reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

3.3 Routes of Collection. Collection routes shall be established by the Company. Company shall submit the Residential Unit and Municipal Facility collection routes to the Town at least two (2) weeks in advance of the commencement date for such route collection activity. The Company may from time to time make changes in routes or days of collection affecting Residential Units or Municipal Facilities, provided such changes in routes or days of collection are submitted to the Town at least two (2) weeks in advance of the commencement date for such changes. Town shall promptly give written or published notice to the affected Residential Units.

3.4 Sludge Hauls. The Town shall contact the Company's customer service representative to request a sludge haul. The Company shall collect the sludge within seventy-two (72) hours of the sludge haul request made pursuant to this Section 3.12. If the Company does not collect the sludge within such 72-hour time period, the Town will only be responsible to pay half (1/2) of the "Bio Solid Waste Removal Services" on Exhibit A-1.

3.5 Landfill Usage by Residents. Residential customers may drop off up to 2 cubic yards of acceptable Waste Material per month at the Company's Camelot Landfill, located at 580 Huffines Blvd, Lewisville, Texas 75056. Resident must bring an I.D. and water bill from the Town. Rates for usage are set forth on Exhibit A-1.

3.6 Holidays. The following shall be holidays for purposes of this Agreement: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Company may suspend collection service on any of these holidays, but such decision in no manner relieves Company of its obligation to provide collection service at least once per week.

3.7 Complaints. All service-related complaints must be made directly to the Company and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Company shall investigate and, if such allegations are verified, shall arrange for the collection of Waste Material not collected within one business day after the complaint is received.

3.8 Collection Equipment. The Company shall provide an adequate number of vehicles meeting standards and inspection requirements as set forth by the laws of the State for regular municipal waste collection services. For Waste Material collection, all vehicles and other equipment shall be kept in good repair and appearance at all times. Each vehicle shall have clearly visible on each side the identity of the Company.

3.9 Disposal. All Waste Material, other than processed Recyclable Material that is marketable, collected within the Town under this Agreement shall be deposited at a Disposal Site selected by Company and properly permitted by the State.

3.10 Customer Education. The Town shall notify all Customers at Residential Units about set-up, service-related inquiries, complaint procedures, rates, regulations, and day(s) for scheduled Waste Material collections.

3.11 Litter or Spillage. The Company shall not litter premises in the process of making collections, but Company shall not be required to collect any Waste Material that has not been placed in approved containers. During hauling, all Waste Material shall be contained, tied or enclosed so that leaking, spillage or blowing is minimized. In the event of spillage by the Company, the Company shall be required to clean up the litter caused by the spillage.

EXHIBIT A-1

SOLID WASTE PRICING

EFFECTIVE January 1, 2020

RESIDENTIAL **\$ 20.50**

Solid Waste: 2 Carts one time per week - **Blue Cart**
Recycle: 1 Cart every other week - **Green Cart**
Brush & Bulk Quarterly (February, May, August,
November)

Extra Trash Cart **\$ 7.28**

Landfill Use Charge for Residents **\$ 8.20**

Bio Solid Waste Removal Service **\$ 650.00**
**Sludge hauls within 72
hours or discounted by 50
percent.*

Town Clean Up – eight, 30yd containers annually at no charge
Haul rate after eight free hauls **\$ 380.00**

INDUSTRIAL

Rate = Haul + Disposal \$325.00/haul +
\$35/ton disposal

Rental / Daily \$6.25

Delivery Charge \$133.50

Residential Rate Adjustment

Pricing:

Year 1 \$20.50

Year 2 \$20.50

Year 3 \$22.04

Year 4 \$22.04

Year 5 \$23.69

EXHIBIT B

SPECIFICATIONS & PRICING FOR RECYCLING SERVICES

1. Recycling Services Definitions.

1.1 “**Recyclable Materials**” are used and/or discarded materials that are capable of successful processing and sale on the commodity market.

1.2 “**Acceptable Material**” means the materials listed in Section 8 below.

1.3 “**Unacceptable Material**” means the materials listed in Section 9 below. All Recyclable Materials collected for delivery and sale by Company shall be hauled to a processing facility selected by Company for processing (“Recycling Services”).

2. Town’s Duty. Town shall make a reasonable effort to educate its Customers regarding Acceptable and Unacceptable Materials and to encourage its Customers to place only Acceptable Materials in their recycling containers.

3. Collection and Processing. Town shall pay Company a rate of \$ 4.50 per Unit for the collection and processing of Recyclable Materials from [Residential Units, Municipal Facilities, Small Commercial Units, Large Commercial Units, Industrial Permanent Units, Industrial Temporary Units]. Town’s Collection and Processing rate assumes that, on average, Town’s Recyclable Material consists of no more than 20% Unacceptable Material (the “**Unacceptable Material Threshold**”). The Collection and Processing rate is subject to Rate Adjustments as set forth in Section 7 of the Agreement.

4. Right to Inspect/Audit. Company may visually inspect the collected Recyclable Materials to ensure loads are at or below the Unacceptable Material Threshold. If Company’s visual inspector determines that loads of Recyclable Material are consistently above the Unacceptable Material Threshold, Company will notify Town of the issue and the parties agree to promptly negotiate in good faith (a) an agreed upon procedure to audit a representative sample of Town’s Recyclable Material to determine its actual composition of Unacceptable Material; and (b) an updated Collection and Processing rate commensurate with the composition of Unacceptable Material.

5. Recycling Commodity Credit. Company shall return 100% of Town’s recycling commodity value to Town each month. Town’s “**Recycling Commodity Credit**” shall be determined by multiplying the per-ton market value of the processing facility’s Average Commodity Mix by the number of tons of Recyclable Material collected from Town and processed each month. The processing facility’s “**Average Commodity Mix**” means the relative mix of outbound commodities (including Residue), established pursuant to either (i) a minimum rolling 3-month facility average composition (subject to adjustment as necessary by Company) or (ii) a composition audit or an average of audits over a 12-month period (if any). The processing facility’s Average Facility Commodity Mix is set forth in the attached Exhibit B-1. The per-ton value of the processing facility’s Average Commodity Mix shall be determined each month by applying the most recently-available indices or actual values (as set forth in Exhibit B-1) to the facility’s Average Commodity Mix including any negative commodity market values and Company’s charges for hauling and disposing of contaminated, unmarketable and/or Unacceptable Material (“**Residue**”).

6. Reporting and Credit. Company will provide Town with a monthly report detailing the total tons of Recyclable Material received from the Town during the previous month and the calculation of Town’s Recycling Commodity Credit for that month. If the Town’s account is billed in the aggregate to the Town, the previous month’s Recycling Commodity Credit will be issued as a credit on the next month’s invoice to the Town (if the Recycling Commodity Credit exceeds the Town’s invoice amount, then Company will issue a

check to Town for the balance of its Recycling Commodity Credit). If the Town's account is Customer-billed, then Company will issue a check to Town for its full Recycling Commodity Credit each month (in arrears).

7. Changes in Market Conditions. If market conditions develop that limit or inhibit Company from selling some or all of the Acceptable Material, Company may at its option and upon notice to Supplier (i) redefine Acceptable and Unacceptable Materials, (ii) update the processing facility's Average Commodity Mix; (iii) suspend or discontinue any or all Services, or (iv) dispose of the Acceptable Material (as currently defined) in a landfill and update the pricing to Town accordingly. Any such actions, if taken, may be reversed or further changed as market conditions dictate.

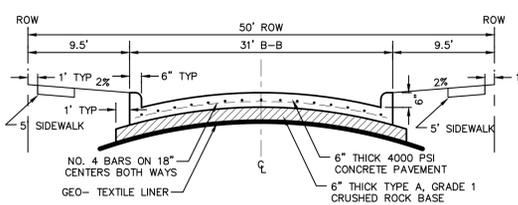
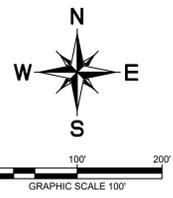
8. Acceptable Material. All material must be empty, clean and dry. Company may modify the following list of Acceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Aluminum food and beverage containers - aluminum soda and beer cans, cat food cans, etc.
- Ferrous Cans - soup, coffee cans, etc.
- P.E.T. plastic containers with the symbol #1 - no microwave trays
- H.D.P.E. natural plastic containers with the symbol #2 - milk jugs and water jugs containers only (narrow neck containers)
- H.D.P.E. pigmented plastic containers with the symbol #2 - detergent, shampoo, bleach bottles without caps (narrow neck containers); butter and margarine tubs
- Polypropylene plastic food and beverage containers symbol #5 - yogurt containers
- Mixed Paper (54), as defined in the most recent ISRI Scrap Specifications Circular
- Sorted Residential Paper and News (56), as defined in the most recent ISRI Scrap Specifications Circular
- Kraft Paper Bags
- Old Corrugated Containers (OCC) - no wax coated
- Magazines (OMG) - Coated magazines, catalogues and similar printed materials, junk mail, and soft cover books
- [Aseptic Cartons - Juice boxes, gable top milk and juice containers, soy milk and soup cartons]
- [Glass food and beverage containers - Flint (clear), Amber (brown), Emerald (green)]

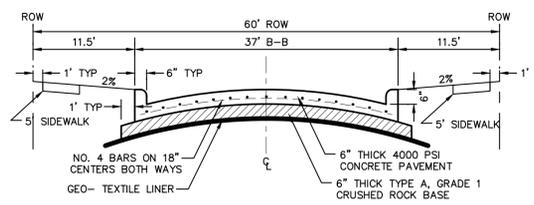
9. Unacceptable Material. Company may modify the following list of Unacceptable Materials in its sole and absolute discretion but will provide Town with at least thirty (30) days' prior written notice of any such modifications.

- Yard Waste
- Styrofoam
- Pizza Boxes, unless free of *any* food or grease residue
- Food
- Any liquids
- Diapers
- Clothing/textiles
- Plastic Bags or bagged material (newsprint may be placed in a Kraft bag)
- Plastic containers with #3, #4, #6, or #7 on them or no # at all
- Mirrors, window or auto glass, light bulbs, ceramics
- Oil or antifreeze containers
- Coat hangers
- Paint cans
- Medical Waste/Sharps

- Any Acceptable Material that is no longer acceptable due to its coming into contact with or being contaminated by Unacceptable Material.



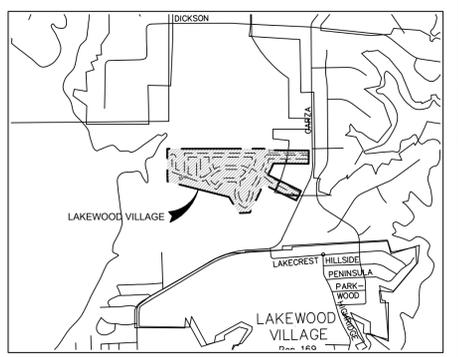
TYPICAL STREET SECTION 31' B-B



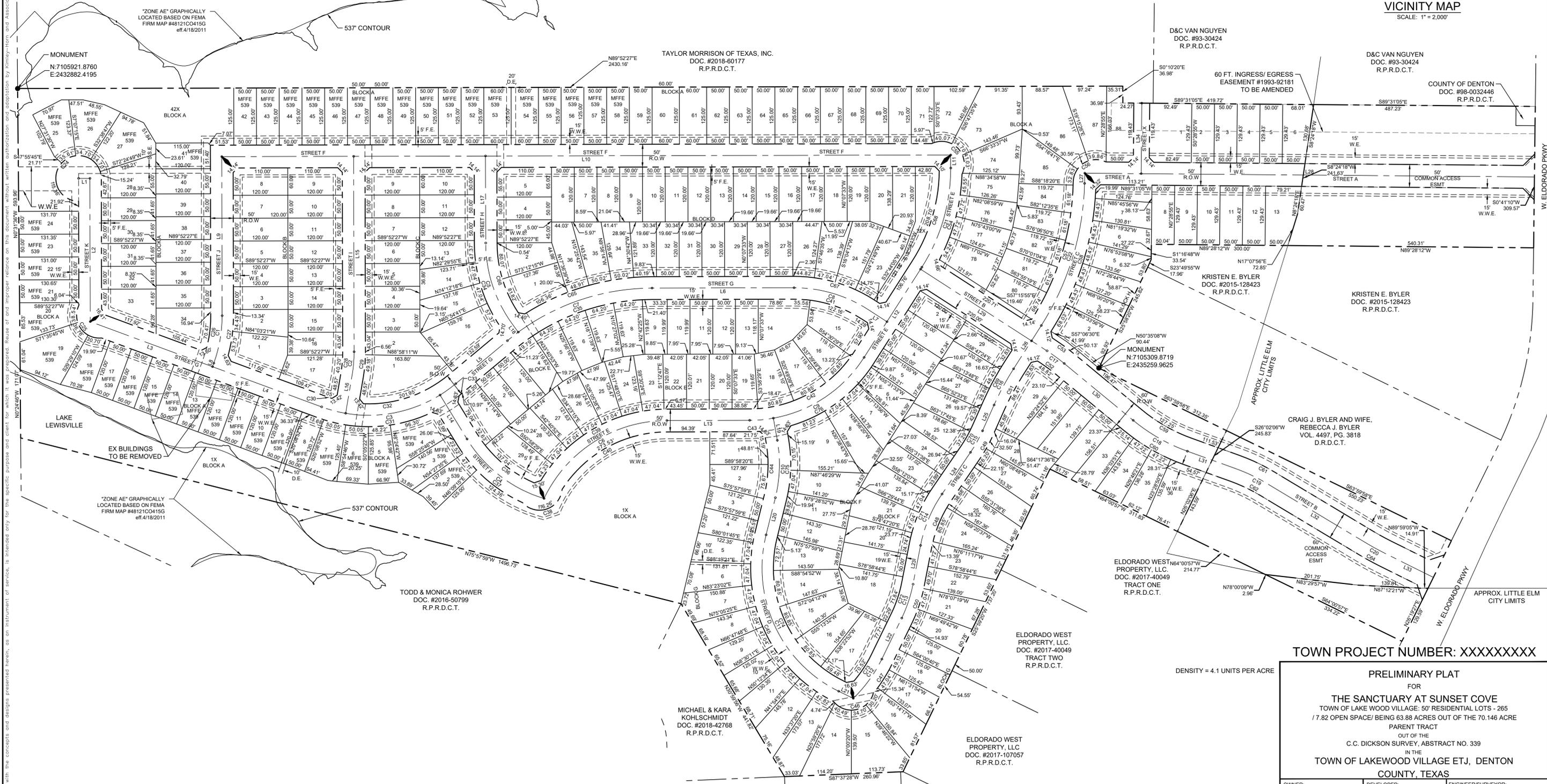
TYPICAL STREET SECTION 37' B-B

NOTICE
1. SELLING A PORTION OF THIS ADDITION BY METES AND BOUNDS IS A VIOLATION OF TOWN ORDINANCES AND STATE LAW...

Table with 2 columns: Symbol and Description. Includes Boundary Line, Property Line, Right-of-Way Line, Street Centerline, etc.



VICINITY MAP SCALE: 1" = 2,000'



TOWN PROJECT NUMBER: XXXXXXXXX

PRELIMINARY PLAT FOR THE SANCTUARY AT SUNSET COVE TOWN OF LAKE WOOD VILLAGE: 50' RESIDENTIAL LOTS - 265 / 7.82 OPEN SPACE/ BEING 63.88 ACRES OUT OF THE 70.146 ACRE PARENT TRACT...

Table with 3 columns: Role, Name, and Contact Information. Includes Owner (The Sanctuary Texas, LLC), Developer (The Sanctuary Texas, LLC), and Engineer/Surveyor (Kimley-Horn).

Table with 6 columns: Role, Name, and Date. Includes Designer (BES), Drawer (JCC), Checker (JMK), Scale (AS SHOWN), Date (October 19), and Project Number (064548200).

VERTICAL BY: BECK, WIGAN, BACON, PUGH & ASSOCIATES, INC. DATE: 10/19/2019. HORIZONTAL BY: KIMLEY-HORN AND ASSOCIATES, INC. DATE: 10/20/2019.



November 11, 2019

Dr. Mark Vargus, Mayor
Town of Lakewood Village
100 Highridge Drive
Lakewood Village, TX 75068

RE: Review of the Initial Submittal of the Preliminary Plat for
The Sanctuary at Sunset Cove
KHA No. 064487107

Dear Dr. Vargus:

We have completed our review of the initial submittal of the Preliminary Plat for the above referenced project. The Preliminary Plat was received via hand delivery for review on November 1, 2019.

There is no Development Agreement between the Town of Lakewood Village and the Developer for this project. There are no special districts (PID, TIRZ, etc.) for the project.

The property lies outside of the Town of Lakewood Village's corporate limits. A majority of the property is located within the Town's extraterritorial jurisdiction (ETJ), and a small portion of the property is located within the corporate boundary of the Town of Little Elm. The Town's sewer Certificate of Convenience and Necessity (CCN) number is 20075. The Town of Lakewood Village will own and operate all public sanitary sewer facilities in this development.

The water CCN is held by Aqua Texas Inc. Aqua Texas Inc.'s water CCN number is 13201. The water system will be owned and operated by Aqua Texas Inc.

The following comments are based on a review of the plans and maps noted above and the requirements outlined in the Town of Lakewood Village Subdivision Ordinance (Ordinance 14-13). Additional comments may be offered on future submittals after these are addressed and the preliminary plat is more complete.

An approval of the preliminary plat with conditions is recommended. Comments are as follows (not in any specific order):

1. Present feasible options that will transport the wastewater to the Town's wastewater treatment facility. Solutions will be presented as part of the final plat and construction plan process.
Ordinance/Code Reference: Ordinance 14- 13, Section 8.2.E.1 & Ordinance 14-13, Section 8.2.A.3
2. Capacities of the existing wastewater infrastructure will be determined in conjunction with the coordination described in comment 1.
Ordinance/Code Reference: Ordinance 14-13, Section 8.1.B.2.c

3. Present feasible water system options as part of the final plat and construction plan process.
Ordinance/Code Reference: Ordinance 14-13, Section 8.2.B.2.a

A detailed review of the roadway, wastewater and drainage facilities shown will be completed at time of construction drawing submittal. This review did not include an evaluation of any guidelines or permitting procedures required by the Town of Little Elm. The adequacy of the design work reflected in the plans reviewed remains with the design engineer and that the responsibility to adhere to all applicable ordinances and codes remains as well.

Should you have any questions or comments, please do not hesitate to contact me at 469.301.2592 or by email at todd.strouse@kimley-horn.com.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read 'T. Strouse, P.E.', with a stylized flourish.

Todd L. Strouse, P.E.

PETITION FOR THE CREATION OF A
PUBLIC IMPROVEMENT DISTRICT WITHIN THE
ETJ OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS

This petition (the “Petition”) is submitted and filed with the Town Secretary of the Town of Lakewood Village, Texas (the “Town”), by The Sanctuary Texas, LLC (the “Owner”), acting pursuant to the provisions of Chapter 372, Texas Local Government Code, as amended (the “Act”), requesting that the Town create a public improvement district (the “District”) to include property owned by the Owner and located within the extraterritorial jurisdiction of the Town (the “Property”), more particularly described in **Exhibit A** and depicted in **Exhibit B**. In support of this Petition, the Owner presents the following:

Section 1. General Nature of the Authorized Improvements. The purposes of the District include the design, acquisition, and construction of public improvement projects authorized by §372.003(b) of the Act that are necessary for development of the Property, which public improvements will include, but not be limited to: (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; and, other similar improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements shall promote the interests of the Town and confer a special benefit on the Property.

Section 2. Estimated Cost of the Authorized Improvements. The Owner estimates that the total cost of the Authorized Improvements is \$16,000,000.

Section 3. Boundaries of the Proposed District. The District is proposed to include the Property.

Section 4. Proposed Method of Assessment. The Town shall levy an assessment on each lot within the District to pay the cost of the Authorized Improvements in a manner that results in imposing equal shares of the cost on property similarly benefited. Each assessment may be paid in full (including accrued and unpaid interest) without penalty at any time or may be paid in annual installments (including interest and debt). If paid in annual installments, such installments must be paid in amounts necessary to meet annual costs for the Authorized Improvements and must continue for a period necessary to retire any indebtedness on the Authorized Improvements.

Section 5. Proposed Apportionment of Cost between the District and the Town. The Town shall not be obligated to provide any funds to finance the Authorized Improvements. The cost of the Authorized Improvements will be paid from the assessments and from other sources of funds, if any, available to the Owner.

Section 6. Management of the District. The Owner proposes that the District be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.

Section 7. Owner Requests Establishment of the District. The person signing this Petition requests the establishment of the District.

Section 8. Advisory Board. The Owner propose that the District be established and managed without the creation of an advisory body.

This Petition has been signed by (1) the owners of taxable real property representing more than 50 percent of the appraised value of taxable real property liable for assessment under the proposal, as determined by the current roll of the appraisal district in which the property is located; and (2) record owners of real property liable for assessment under the proposal who: (A) constitute more than 50 percent of all record owners of property that is liable for assessment under the proposal; or (B) own taxable real property that constitutes more than 50 percent of the area of all taxable real property that is liable for assessment under the proposal.

This Petition is hereby filed with the Town Secretary of the Town in support of the creation of the District by the Town Council as herein provided. The undersigned requests that the Town Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 31st day of October, 2019.

OWNER:

THE SANCTUARY TEXAS, LLC
a Texas limited liability corporation

By: Marlon McMakin
Name: Marlon McMakin
Title: Managing Member

EXHIBIT A
Metes and Bounds Description of the Property

LEGAL DESCRIPTION

TRACT 1

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being portions of Lots 1 and 2 and all of Lots 3 thru 9 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and also being a portion of a called 4.83 acre tract of land described as Tract 1 in a Special Warranty Deed to The Sanctuary Texas LLC, as recorded in Document No. 2019-106442 of the Official Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the northwest corner of said Cardinal Ridge Estates, common to the southwest corner of a called 69.789 acre tract of land described in a deed to Taylor Morrison of Texas, Inc., as recorded in Document No. 2018-60177 of the Official Records of Denton County, Texas, being on the east line of Lake Lewisville;

THENCE North 89°36'11" East, departing the easterly line of said Lake Lewisville, along the northerly line of said Cardinal Ridge Estates, the southerly line of said 69.789 acre tract and the southerly line of South Oak, according to the plat thereof recorded in Document No. 2019-354 of the Plat Records of Denton County, Texas, a distance of 2430.22 feet to the northerly northeast corner of said Lot 9, common to an ell corner of said South Oak;

THENCE South 0°19'19" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, a distance of 37.08 feet to the southerly northeast corner of said Lot 9, common to an exterior corner of said South Oak;

THENCE South 89°42'07" East, continuing along the northerly line of said Cardinal Ridge Estates and the southerly line of said South Oak, and along the southerly line of a called 5.1807 acre tract of land described in a deed to Duyen Nguyen and Canh-Van Nguyen, as recorded in Document No. 1993-30424 of the Deed Records of Denton County, Texas, a distance of 415.04 feet to a point for corner;

THENCE South 8°13'40" West, departing the northerly line of said Cardinal Ridge Estates and the southerly line of said 5.1807 acre tract, and crossing said Cardinal Ridge Estates and said 4.83 acre tract, a distance of 241.64 feet to a point for corner;

THENCE South 16°57'19" West, continuing across said 4.83 acre tract, a distance of 73.95 feet to a point for corner on the southerly line of said 4.83 acre tract, and the northerly line of a called 4.660 acre tract of land described in a deed to Kristen E. Byler and Craig Byler, as recorded in Document No. 2015-128423 of the Official Records of Denton County, Texas;

THENCE North 89°38'49" West, along the southerly line of said 4.83 acre tract and the northerly line of said 4.660 acre tract, a distance of 294.78 feet to the southwest corner of said 4.83 acre tract, common to the northwest corner of said 4.660 acre tract, and being on the easterly line of said Cardinal Ridge Estates;

THENCE South 0°19'19" East, along the easterly line of said Cardinal Ridge Estates and the westerly line of said 4.660 acre tract, a distance of 33.21 feet to a point for corner;

THENCE South 25°40'06" West, continuing along the easterly line of said Cardinal Ridge Estates, the westerly line of said 4.660 acre tract, and the westerly line of a called 4.8956 acre tract of land described in a deed to Craig J. Byler and wife, Rebecca J. Byler, as recorded in Volume 4997, Page 3818 of the Deed Records of Denton County, Texas, a distance of 264.35 feet to the southwest corner of said 4.8956 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 64°14'49" East, continuing along the easterly line of said Cardinal Ridge Estates and along the southwest line of said 4.8956 acre tract, a distance of 307.35 feet to a point for corner;

Continued on Sheet 2

TRACT 1: 63.397 ACRES

TRACT 2: 0.429 ACRE

C.C. DICKSON SURVEY, ABSTRACT NO. 339
TOWN OF LAKEWOOD VILLAGE ETJ,
DENTON COUNTY, TEXAS

Kimley»»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A | SG | KHA | 10/28/2019 | 064548200 | 1 OF 5 |

Continued from Sheet 1

THENCE South 25°52'37" West, departing the easterly line of said Cardinal Ridge Estates and the southwest line of said 4.8956 acre tract, and crossing said Cardinal Ridge Estates, a distance of 245.78 feet to a point for corner on the easterly line of said Cardinal Ridge Estates and the northerly line of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas;

THENCE North 64°15'46" West, along the easterly line of said Cardinal Ridge Estates and the northerly line of said 9.67 acre tract, a distance of 306.62 feet to the northwest corner of said 9.67 acre tract, common to an ell corner of said Cardinal Ridge Estates;

THENCE South 25°45'30" West, continuing along the easterly line of Cardinal Ridge Estates, the westerly line of said 9.67 acre tract, and the westerly line of a called 4.84 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-107057 of the Official Records of Denton County, Texas, a distance of 737.21 feet to the southwest corner of said 4.84 acre tract, common the southeast corner of said Cardinal Ridge Estates, being on the northerly line of a called 4.778 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2019-12560 of the Official Records of Denton County, Texas;

THENCE South 87°22'45" West, along the southerly line of said Cardinal Ridge Estates, the northerly line of said 4.778 acre tract and the northerly line of a called 4.863 acre tract of land described in a deed to Mitch Dudley Enterprises, Inc., as recorded in Document No. 2018-28970 of the Official Records of Denton County, Texas, a distance of 261.15 feet to the northwest corner of said 4.863 acre tract, common to the northeast corner of a called 4.888 acre tract of land described in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2018-78332 of the Official Records of Denton County, Texas, the southeast corner of a called 1.397 acre tract of land described in a deed to Michael Kohlschmidt and Kara Kohlschmidt, as recorded in Document No. 2018-42768 of the Official Records of Denton County, Texas;

THENCE North 31°13'39" West, continuing along the southerly line of Cardinal Ridge Estates, along the northeasterly line of said 1.397 acre tract, and the northeasterly line of a called 10.000 acre tract of land described as Tract 1 in a deed to Todd Rohwer and Monica Rohwer, as recorded in Document No. 2016-50799 of the Official Records of Denton County, Texas, a distance of 441.88 feet to the common southerly corner of aforesaid Lot 1 and aforesaid Lot 2;

THENCE North 76°12'37" West, continuing along the southerly line of said Cardinal Ridge Estates and the northerly line of said 10.000 acre tract, a distance of 1496.47 feet to the southwest corner of said Cardinal Ridge Estates, common to the northwest corner of said 10.000 acre tract, being on the easterly line of aforesaid Lake Lewisville;

THENCE North 0°32'55" West, along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 171.21 feet to a point for corner;

THENCE North 0°47'31" West, continuing along the westerly line of said Cardinal Ridge Estates and the easterly line of said Lake Lewisville, a distance of 593.68 feet to the **POINT OF BEGINNING** and containing 63.397 acres (2,761,579 square feet) of land, more or less.

NOTES

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
TOWN OF LAKEWOOD VILLAGE ETJ,
DENTON COUNTY, TEXAS

Kimley»»Horn

6160 Warren Parkway, Suite 210
Frisco, Texas 75034

FIRM # 10193822

Tel. No. (972) 335-3580
Fax No. (972) 335-3779

| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A | SG | KHA | 10/28/2019 | 064548200 | 2 OF 5 |

TRACT 2

BEING a tract of land situated in the C.C. Dickson Survey, Abstract No. 339, Denton County, Texas, and being a portion of Lot 1 of Cardinal Ridge Estates, according to the Final Plat thereof recorded in Cabinet P, Page 255 of the Plat Records of Denton County, Texas, and being more particularly described as follows:

BEGINNING at the southeast corner of said Lot 1, common to the northeast corner of a called 9.67 acre tract of land described in a deed to Eldorado West Property LLC, as recorded in Document No. 2017-40049 of the Official Records of Denton County, Texas, being on the westerly right-of-way line of Eldorado Parkway, formerly known as Garza Lane, a variable width right-of-way;

THENCE North 64°15'46" West, departing the westerly right-of-way line of said Eldorado Parkway, along the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, a distance of 318.38 feet to a point for corner;

THENCE departing the easterly line of said Lot 1 and the northeasterly line of said 9.67 acre tract, and crossing said Lot 1, the following:

South 83°44'46" East, a distance of 189.92 feet to a point for corner;

South 87°27'10" East, a distance of 140.09 feet to a point for corner;

North 89°46'06" East, a distance of 12.42 feet to a point for corner on the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway;

THENCE South 26°01'14" West, along the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway, a distance of 123.95 feet to the **POINT OF BEGINNING** and containing 0.429 of an acre (18,696 square feet) of land, more or less.

NOTES

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
C.C. DICKSON SURVEY, ABSTRACT NO. 339
TOWN OF LAKEWOOD VILLAGE ETJ,
DENTON COUNTY, TEXAS

Kimley»»Horn

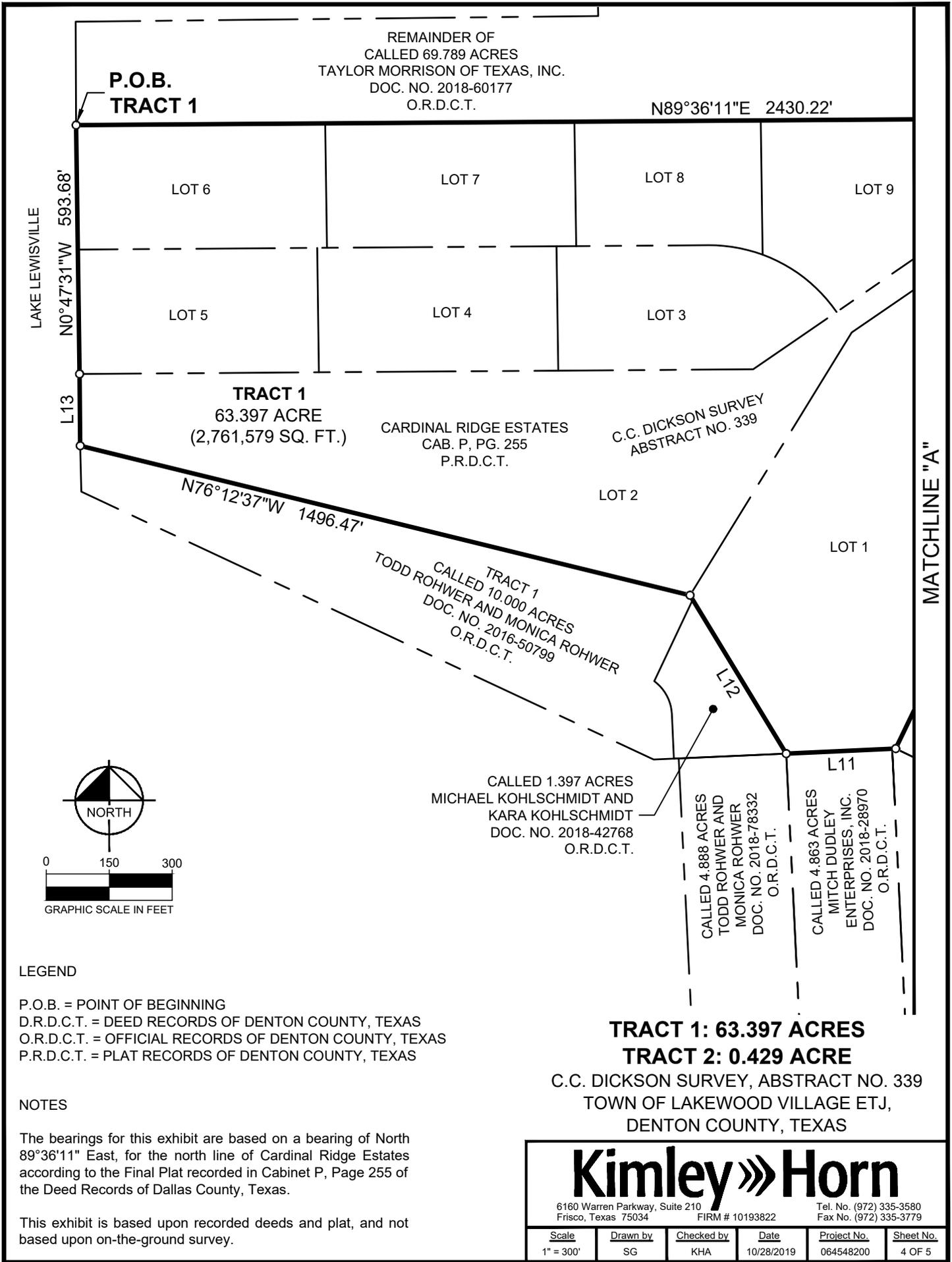
6160 Warren Parkway, Suite 210
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FIRM # 10193822

Tel. No. (972) 335-3580
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| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
|-------|----------|------------|------------|-------------|-----------|
| N/A | SG | KHA | 10/28/2019 | 064548200 | 3 OF 5 |

EXHIBIT B
Depiction of the Property



LEGEND

P.O.B. = POINT OF BEGINNING
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
 P.R.D.C.T. = PLAT RECORDS OF DENTON COUNTY, TEXAS

NOTES

The bearings for this exhibit are based on a bearing of North 89°36'11" East, for the north line of Cardinal Ridge Estates according to the Final Plat recorded in Cabinet P, Page 255 of the Deed Records of Dallas County, Texas.

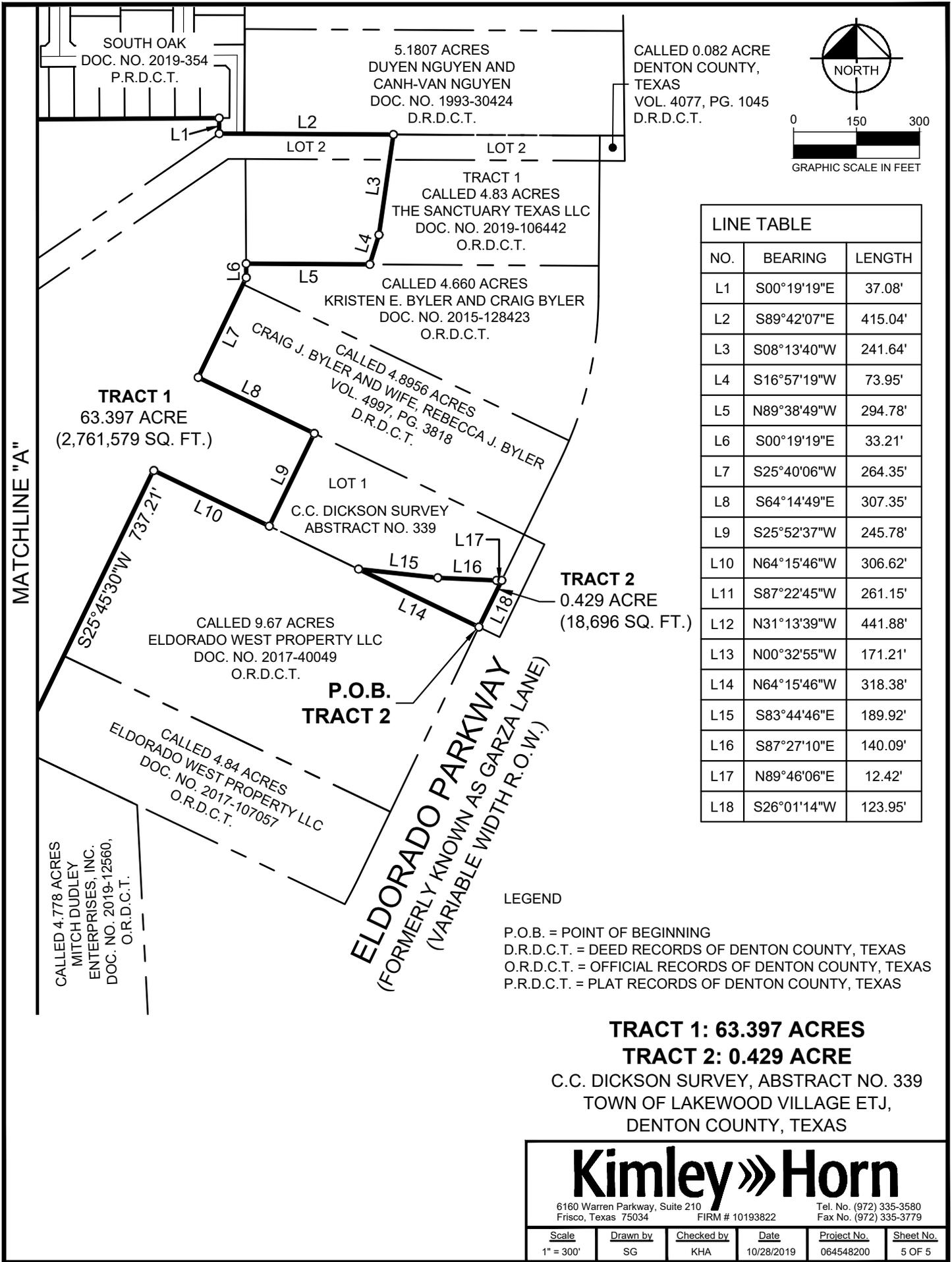
This exhibit is based upon recorded deeds and plat, and not based upon on-the-ground survey.

TRACT 1: 63.397 ACRES
TRACT 2: 0.429 ACRE
 C.C. DICKSON SURVEY, ABSTRACT NO. 339
 TOWN OF LAKEWOOD VILLAGE ETJ,
 DENTON COUNTY, TEXAS

Kimley»Horn

6160 Warren Parkway, Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel. No. (972) 335-3580 Fax No. (972) 335-3779

| | | | | | |
|-----------|----------|------------|------------|-------------|-----------|
| Scale | Drawn by | Checked by | Date | Project No. | Sheet No. |
| 1" = 300' | SG | KHA | 10/28/2019 | 064548200 | 4 OF 5 |



| LINE TABLE | | |
|------------|-------------|---------|
| NO. | BEARING | LENGTH |
| L1 | S00°19'19"E | 37.08' |
| L2 | S89°42'07"E | 415.04' |
| L3 | S08°13'40"W | 241.64' |
| L4 | S16°57'19"W | 73.95' |
| L5 | N89°38'49"W | 294.78' |
| L6 | S00°19'19"E | 33.21' |
| L7 | S25°40'06"W | 264.35' |
| L8 | S64°14'49"E | 307.35' |
| L9 | S25°52'37"W | 245.78' |
| L10 | N64°15'46"W | 306.62' |
| L11 | S87°22'45"W | 261.15' |
| L12 | N31°13'39"W | 441.88' |
| L13 | N00°32'55"W | 171.21' |
| L14 | N64°15'46"W | 318.38' |
| L15 | S83°44'46"E | 189.92' |
| L16 | S87°27'10"E | 140.09' |
| L17 | N89°46'06"E | 12.42' |
| L18 | S26°01'14"W | 123.95' |

LEGEND

P.O.B. = POINT OF BEGINNING
 D.R.D.C.T. = DEED RECORDS OF DENTON COUNTY, TEXAS
 O.R.D.C.T. = OFFICIAL RECORDS OF DENTON COUNTY, TEXAS
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TRACT 1: 63.397 ACRES
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|-----------|----------|------------|------------|-------------|-----------|
| 1" = 300' | SG | KHA | 10/28/2019 | 064548200 | 5 OF 5 |

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this “Agreement”), effective as of the ___ day of _____, 2019, (the “Effective Date”), is made and entered into by and between the **Town of Lakewood Village, Texas**, a general law municipality organized and operating pursuant to the laws of the State of Texas (the “Town”), and **Sam Hill Venture**, a Texas joint venture, the owner of certain tracts of land located in the Town (the “Company”).

WHEREAS, the Company owns, has or seeks development rights to approximately 94.1 acres of land situated in the Town and its extraterritorial jurisdiction that the Company desires to develop, which land is described on Exhibit “A” attached hereto (the “Property”); and

WHEREAS, the Town and Company have agreed upon the Scope of Work attached hereto as Exhibit “B” (the “Scope of Work”); and

WHEREAS, the Company agrees to pay for Professional Services (herein so called) provided by the consultants listed on Exhibit “C” and by additional consultants approved in writing by the Company (collectively, the “Consultants”) so long as such Professional Services are performed in accordance with the Scope of Work and otherwise pursuant to the terms of this Agreement; and

WHEREAS, it is stipulated and agreed by the Parties that the terms of Local Government Code Subchapter Z, Sections 212.901 and 212.904 have been satisfied; and

WHEREAS, the Town Council of the Town, by and through this Agreement, shall maintain sufficient controls to ensure that the public purpose and best interests of the Town are carried out.

NOW THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration (including the payment of the Company to the Town of \$10.00 cash), the receipt and sufficiency of which are hereby acknowledged, the Town and the Company (collectively “Parties” and each individually a “Party”) agree as follows:

1. Recitals. That the representations, covenants, and recitations set forth in the foregoing are material to this Agreement and are incorporated into and made a part of this Agreement.
2. Exhibits. All Exhibits referenced in this Agreement, and listed below, are incorporated herein for all purposes; specifically:

Exhibit “A” – Property Description and Map
Exhibit “B” – Scope of Work
Exhibit “C” – Consultants

3. Professional Services. The Parties will meet or telephonically confer on at least a bi-monthly basis to review the current status of the Scope of Work and may mutually agree to adjust same, which adjustment must be in writing to be effective. The Company may request more frequent updates from the Consultants and the Town on an as-needed basis. The Company shall receive copies of all agreements entered into between the Town and any Consultant pursuant to this Agreement and any amendments thereto and shall be entitled to review and use all reports and studies prepared by the Consultants pursuant to this Agreement. The Company shall pay all invoices for Professional Services performed in accordance with the Scope of Work and otherwise pursuant to the terms of this Agreement, as follows:

(a) The Consultants will invoice the Town approximately every thirty (30) days with a billing statement to include an itemized and detailed description of the Professional Services rendered in accordance with this Agreement.

(b) Within five (5) business days after full execution of this Agreement, the Company shall deliver \$30,000.00 to the Town to be used solely to pay for Professional Services. The payment shall be placed in a segregated account of the Town. The Town shall provide to the Company a monthly statement identifying all disbursements from the account. The Company will replenish the segregated account on the first business day of each month so that at the beginning of each month there are sufficient funds in the segregated account to cover the next two (2) months of projected expenses, as determined by the Town in its sole discretion. The Parties understand and agree that if the Company fails to pay and/ or make replenishment payment(s), all work by City Professional Consultants shall cease until such time as Company deposits funds sufficient to comply with obligations under this section.

(c) Within ten (10) days after receipt of each invoice from a Consultant, the Town shall forward such invoice to the Company before it is paid. The Company shall have ten (10) days during which to review each invoice and to make objections. If the Company objects to any portion of an invoice, the Town, the Company and the Consultant shall attempt to resolve the dispute within a reasonable period of time; however, if notwithstanding their collective good faith efforts the dispute cannot be timely resolved, the Town may pay such invoice, including any disputed amounts within thirty (30) days from the date of the invoice using the funds paid by the Company to the Town pursuant to this Agreement.

4. Effect of Agreement. This Agreement shall not: (a) confer upon the Company any vested rights or development rights with respect to the Property; (b) bind or obligate the Town to approve any documents or agreements related to the development of the Property; or (c) be considered an impact fee.

5. Releases and INDEMNITIES.

(a) Nothing in this Agreement, the Agreement itself, and the dealing between the Parties shall be considered an impact fee. The Company

and its related entities fully and forever release and discharge the Town, its past and present employees, officers, council members, appointed officials, attorneys and other Town representatives, including the Consultants, from any and all claims, demands, controversies, and causes of action of every conceivable character, past and current, without limitation, including for breach of contract, claims under Local Government Code sections 271.151-271.160, claims for takings, exactions, negligence, and claims related to the Property under any local, state, or federal statute or code (including under Chapter 395, Texas Local Government Code and the Private Real Property Rights Preservation Act, and Chapter 2007, Texas Government Code, including that the Town's execution or performance of this Agreement or any authorized amendment or supplements hereto may constitute, either now or in the past, a "Taking" of Company's "Private Real Property," as such terms are defined in the Private Real Property Rights Preservation Act)(collectively "Claims"). Any past or current Claims against the Town, the Consultants and their respective employees and agents related to the Property which are not specifically released above are hereby assigned in full to the Town.

- (b) The Town forever releases and discharges the Company, its past and present employees, officers, directors, partners, and attorneys from and against any and all past and current Claims. The Company forever releases and discharges the Town, its past and present employees, officers, agents, partners, and attorneys from and against any and all past and current claims.
- (c) The Town represents and warrants to the Company that it has no knowledge of any claims, demands, controversies or causes of action against the Company, its past and present employees, officers, owners, partners, and other representatives arising through the Effective Date. The Company represents and warrants to the Town that it has no knowledge of any claims, demands, controversies, or causes of action against the Town, its past and present employees, officers, attorneys and other representatives, arising through the Effective Date. The Company represents and warrants that no prior owners, developers, or entities have assigned, transferred or conveyed any claim or cause of action to the Company involving the Town.
- (d) **THE COMPANY AND ITS RELATED ENTITIES ASSUME THE ENTIRE RESPONSIBILITY AND LIABILITY FOR, AND AGREE TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE TOWN, ITS EMPLOYEES, OFFICERS, COUNCIL MEMBERS, APPOINTED OFFICIALS, ATTORNEYS, CONSULTANTS, AND OTHER TOWN REPRESENTATIVES, FROM ANY AND ALL "CLAIMS" (AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT) ARISING**

FROM OR IN CONNECTION WITH THIS AGREEMENT, AS AMENDED, INCLUDING ARISING FROM OR IN CONNECTION WITH THE PROFESSIONAL SERVICES BY THE COMPANY AND ITS RELATED ENTITIES. THIS INDEMNITY WITH RESPECT TO "CLAIMS" IS STRICTLY LIMITED AS DEFINED IN SECTION 5(a) OF THIS AGREEMENT; HOWEVER, WITHIN THE LIMITED SCOPE OF SUCH DEFINITION, THE TERM "CLAIMS" IS TO BE CONSTRUED AS BROADLY AS POSSIBLE TO INCLUDE ANY AND ALL LIABILITIES, CLAIMS, COSTS, EXPENSES, JUDGMENTS, CAUSES OF ACTION, DEMANDS, LOSSES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CAUSES OF ACTION OR DAMAGES SOUNDING IN TORT, PERSONAL INJURIES, CONTRACT DAMAGES, ECONOMIC DAMAGES, PUNITIVE DAMAGES, STRICT LIABILITY, COMMON LAW NEGLIGENCE AND GROSS NEGLIGENCE, INTENTIONAL TORTS, FEDERAL AND STATE STATUTORY AND COMMON LAW, CLAIMS UNDER THE TEXAS TORT CLAIMS ACT, EMPLOYMENT DISPUTES, FEDERAL AND STATE CIVIL RIGHTS, CLAIMS FOUNDED IN CONTRACT OR QUASI-CONTRACT, BREACH OF WARRANTY, CLAIMS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, AND ANY AND ALL CLAIMS CAUSES OF ACTION OR DEMANDS WHEREBY ANY LOSS IS SOUGHT AND/ OR INCURRED AND/ OR PAYABLE BY TOWN, ITS AGENTS, EMPLOYEES, REPRESENTATIVES AND/ OR INSURERS OR RISK POOLS. THIS PROVISION IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, AND IT IS EXPRESSLY RECOGNIZED BY ALL PARTIES THAT IT COMPLIES WITH THE CONSPICUOUSNESS REQUIREMENT AND THE EXPRESS NEGLIGENCE TEST, AND IS VALID AND ENFORCEABLE AGAINST THE COMPANY. THE COMPANY HAS CAREFULLY READ, FULLY UNDERSTANDS, AND AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS PROVISION, AND THE INDIVIDUAL SIGNING THIS AGREEMENT ON BEHALF OF THE COMPANY HAS FULL AUTHORITY TO BIND THE COMPANY TO THIS AGREEMENT AND THIS INDEMNITY PROVISION. IT IS FURTHER RECOGNIZED AND AGREED, THAT SHOULD ANY PARTICULAR PORTION OR PROVISION OF THIS INDEMNITY PROVISION BE HELD INVALID, VOID AND/ OR UNENFORCEABLE, IT SHALL NOT AFFECT THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THIS PROVISION.

6. Termination. Either Party may terminate this Agreement for any reason or for no reason by providing at least five (5) days' written notice of termination. Termination of this Agreement shall be the sole and exclusive remedy of the Town or the Company, as the case may be, for any claim by either Party of any breach of this Agreement by the other Party. The Town shall be entitled to pay Consultants for all Professional Services incurred through the date of termination; however, any excess funds remaining after such payments have been made shall be promptly refunded to the Company. Notwithstanding any other provision of this Agreement to the contrary, the obligation to repay such excess funds to the Company in the event of a termination shall survive any termination of this Agreement, and the Company does not release or discharge its right to such excess funds.

7. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the provision of Professional Services and related development.

8. Amendment. This Agreement may only be amended by written instrument signed by the Company and the Town.

9. Successors and Assigns. Neither the Town nor the Company may assign or transfer their interest in the Agreement without prior written consent of the other Party.

10. Notice. Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States Mail, Certified, with Return Receipt Requested, postage prepaid, addressed to the appropriate Party at the following addresses, or at such other addresses provided by the Parties in writing.

COMPANY:

Sam Hill Venture
c/o LandPlan Development Corp.
Attn: Douglas Mousel
5850 Granite Parkway, Suite 100
Plano, Texas 75024
(214) 618-3800
dmousel@landplan.net

TOWN:

Linda Asbell, TRMC, CMC
Town Administrator, Town of Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068
972-294-5555 (telephone)
972-292-0812 (fax)
linda@lakewoodvillagetx.us

with copies to:

Wm. Andrew Messer
Messer, Fort & McDonald
6351 Preston Road
Suite 350
Frisco, Texas 75034
972-424-7200 (telephone)
972-424-7244 (fax)
andy@txmunicipallaw.com

11. Non-Recordation. This Agreement shall not be recorded. If the Town or its Consultants files this Agreement of record, this Agreement shall automatically terminate as of the date of recordation, and no notice of termination shall be required by the Company. If the Company files this Agreement of record, the Agreement shall automatically terminate five (5) days following receipt by the Town of a filed-stamped copy of the recorded Agreement. Each Party shall deliver a file-stamped copy of the recorded Agreement within one (1) business day of recordation.

12. Interpretation. Regardless of the actual drafter of this Agreement, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably and neither more strongly for nor against either Party.

13. Applicable Law. This Agreement is made and shall be construed in accordance with the laws of the State of Texas and venue shall lie in only Denton County, Texas.

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

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

16. Authority for Execution. The Town hereby certifies, represents, and warrants that the execution of this Agreement is duly authorized and adopted in conformity with all applicable Town ordinances. The Company hereby certifies, represents, and warrants that the individual executing this Agreement on behalf of the Company is duly authorized and has full authority to execute this Agreement and bind the Company to the same.

TOWN OF LAKEWOOD VILLAGE, TEXAS

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney

COMPANY

Sam Hill Venture, a Texas joint venture

By: JW Partners, Ltd., a Texas limited partnership,
its General Manager

By: Texas Land Management, L.L.C.,
a Texas limited liability company,
its General Partner

Jim Williams, Jr., Chairman

A.J. Reed, General Manager

STATE OF TEXAS §
§
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2019, by **Dr. Mark E. Vargus**, Mayor of the Town of Lakewood Village.

(Signature of Notary)

Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019, by Jim Williams, Jr., Chairman of Texas Land Management, L.L.C., a Texas limited liability company, the General Manager of J.S. Partners, Ltd., and Texas limited partnership, Co-General Manager of Sam Hill Venture, a Texas joint venture, on behalf of said limited liability company and joint venture.

(Signature of Notary)

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of _____, 2019, by A.J. Reed, Co-General Manager of Sam Hill Venture, a Texas joint venture, on behalf of said joint venture.

(Signature of Notary)

Notary Public, State of Texas

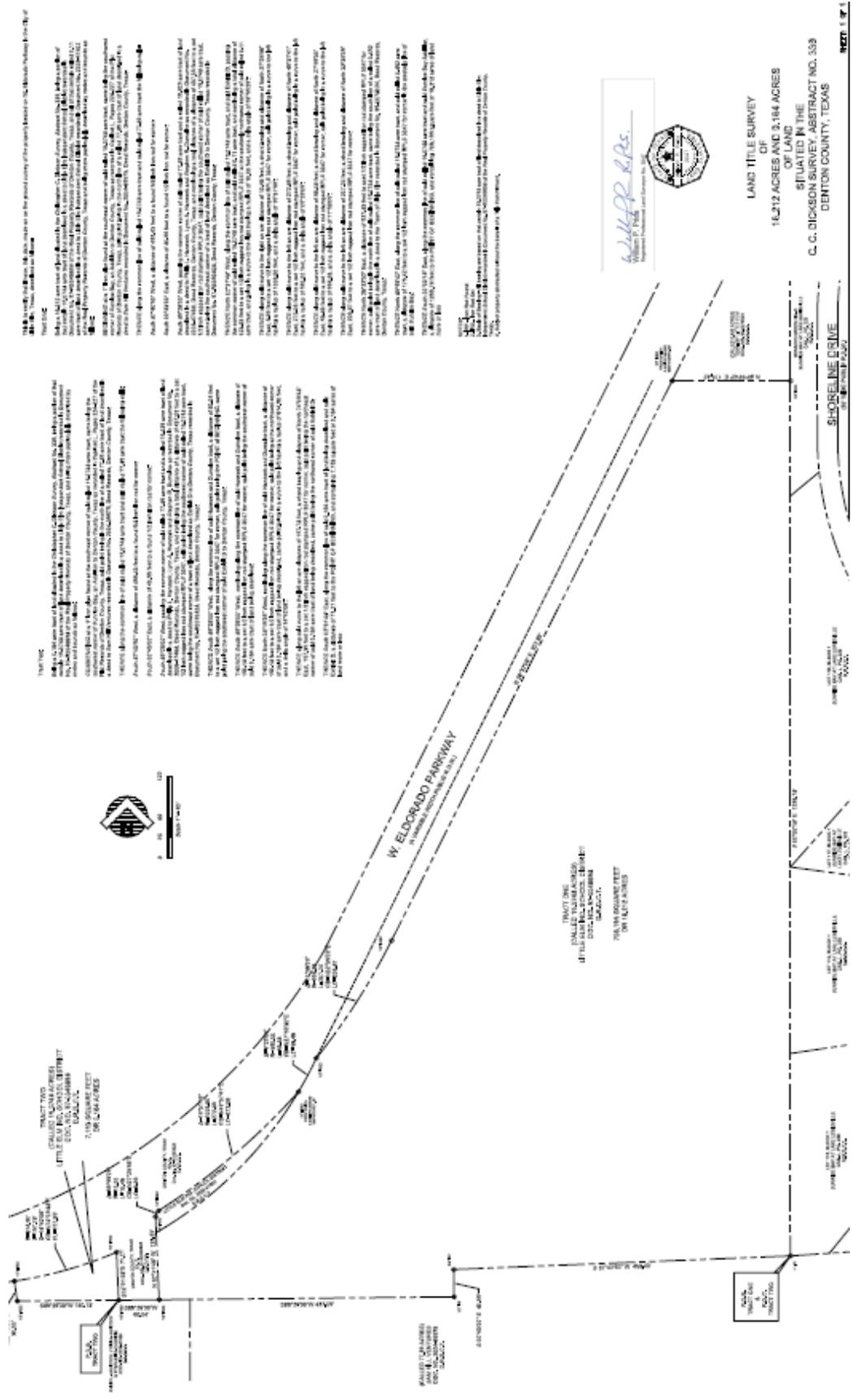


EXHIBIT “B”

SCOPE OF WORK

The engineering, legal services and financial analysis, if any, related to development of the Property for single family residential use, including a development agreement, platting, zoning ordinance and related issues.

EXHIBIT “C”

TOWN CONSULTANTS

Town’s Attorney Billing Rates:

\$325 per hour for attorneys

\$85 per hour for paralegals

Town Engineer Billing Rates:

\$180-\$250 per hour for Senior Professional I

\$240-\$265 per hour for Senior Professional II

\$160-\$210 per hour for Professional

\$70-\$100 per hour for Technical Support

\$115-\$190 per hour for Senior Technical Support

\$105-\$175 per hour for Analyst

\$75-\$115 per hour for Support Staff

Town Bond Attorney, if applicable

Billing Rate \$450 per hour for principal or other partners; \$325 per hour for associates for upfront district creation and review of development documents; Bond issuance costs will be separate

Town Financial Advisor, if applicable

Managing Director/ Senior Vice President \$310 per hour; Vice President \$275 per hour; Assistant Vice President \$175 per hour; Clerical/ Administrative Assistant \$80 per hour

RESOLUTION NO.: 19-XX

A RESOLUTION RELATING TO ESTABLISHING THE TOWN OF LAKEWOOD VILLAGE'S INTENTION TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO CONSTRUCTING VARIOUS TOWN IMPROVEMENTS FROM THE PROCEEDS OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE TOWN FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Town Council (the *governing body*) of the Town of Lakewood Village, Texas (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) constructing street improvements (including utilities repair, replacement, and relocation), including drainage incidental thereto and the purchase of materials, supplies, equipment, machinery, land, and rights- of-way for authorized needs and purposes relating to the aforementioned improvements (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and bond printer (the *Administrative Costs*) [the Construction Costs, the Engineering Costs, the Architectural Costs, and the Administrative Costs collectively constitute the costs of the Issuer's projects that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in the principal amount of not to exceed \$4,500,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the residents of the Issuer;

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

SECTION 1. This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the Issuer's General Fund or other lawfully available funds of the Issuer.

SECTION 2. The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3. The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4. The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5. This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6. With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of "replacement proceeds", as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations.

SECTION 7. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8. All ordinances and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such

conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 14th day of March 2019.

Dr. Mark E. Vargus
Mayor

ATTEST:

Linda Asbell, TRMC, CMC
Town Secretary



THOROUGHFARE PLAN



A comprehensive plan shall not constitute zoning regulations or establish zoning district boundaries.

| Legend | |
|--------|----------------------|
| | Corporate Boundaries |
| | ETJ |
| | Existing Roads |
| | Type C2U Proposed |



MEMORANDUM

TO: Town Council
CC: Linda Asbell
FROM: Dr. Mark E. Vargus, Mayor
DATE: November 10, 2019
RE: Updated Fee Ordinance

All new utility connections will utilize remote read meters. These meters cost significantly more than the old mechanical meters. Therefore, I am proposing to change Ordinance 19-07 Section 2.7.1 the meter set fee as follows:

2.7.1 Meter Set Fee:

| | |
|----------------------|-------|
| Standard meter | \$390 |
| 3/4-inch Remote Read | \$495 |
| 1-inch Remote Read | \$595 |

The Remote Read installation includes meter, meter box, special lid, and electronics.

I look forward to your comments;

**TOWN OF LAKEWOOD VILLAGE
CONSOLIDATED FEE ORDINANCE 19-07**

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 18-04 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

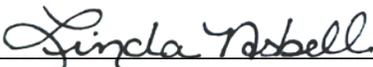
The amendments to this Ordinance shall become effective from and after its date of passage and publication as provided by law.

PASSED AND APPROVED by the Town Council of the Town of Lakewood Village, Texas this the 11th day of July, 2019



Dr. Mark E. Vargus
Mayor

ATTESTED:



Linda Asbell, TRMC, CMC
Town Secretary





Exhibit A

CONSOLIDATED FEE ORDINANCE

Adopted: July 11, 2019

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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 / Home Addition <= 1,000 sq. ft. | \$ 75 / Inspection |
| Remodel / Home Addition > 1,000 sq. ft. | \$ 2 / sq. ft. |
| 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 | \$ 150 |

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 |
| Water Heater Replacement | \$ 25 |
| Mechanical | \$ 75 |
| Sprinkler / Irrigation | \$ 150 |
| Property Fence / Screening Wall | \$ 25 |
| Flatwork < 50 sq. ft. | \$ 0 |
| Flatwork – Small Storage Unit | \$ 0 |
| Flatwork – Driveway | \$ 100 |
| Flatwork – All Other | \$ 100 |

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 / Home Addition | \$ 75 |
| Outdoor Living Space | \$ 75 |
| Accessory Building > 250 sq. ft. | \$ 75 |

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 th and beyond = \$ 75 / inspection |
| CSI | \$ 50 / inspection |
| All other | \$ 75 / inspection |

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 | \$ 0 |
| Electrical | \$ 0 |
| Plumbing | \$ 0 |
| Mechanical | \$ 0 |
| Irrigation | \$ 0 |
| Third Party Back-Flow Inspector | \$ 0 |

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 | \$ 300 |
|---------|--------|

2.1.2. Rocky Point (ETJ)

| | |
|---------|--------|
| Deposit | \$ 100 |
|---------|--------|

2.2. WATER RATES

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

| | |
|---------------------------------|--------------------|
| 0 → 2,000 Gallons / Month | \$ 25.00 |
| 2,001 → 20,000 Gallons / Month | \$ 4.50/1,000 gal |
| 20,001 → 50,000 Gallons / Month | \$ 5.50/1,000 gal |
| > 50,000 Gallons / Month | \$ 15.00/1,000 gal |

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

| | |
|---------------------------|-------------------|
| 0 → 2,000 Gallons / Month | \$ 39.00 |
| > 2,000 Gallons / Month | \$ 6.00/1,000 gal |

2.2.3. Rocky Point (ETJ)

| | |
|---------------------------|-------------------|
| 0 → 3,000 Gallons / Month | \$ 37.00 |
| > 3,000 Gallons / Month | \$ 8.00/1,000 gal |

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 plumbing inspection of the repair(s) by the Building Inspector.
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.

2.2.5. North Texas Groundwater District Fee

The cost of the North Texas Groundwater District Fee will be computed monthly 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 |
|-------------------|----------|

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 |
|-------------------------|------|

2.7. TAPS

2.7.1. Water – Town of Lakewood Village (Corporate Boundaries)

| | |
|----------------------------|----------|
| Water Tap | \$ 1,575 |
| Meter & Meter Installation | \$ 390 |

2.7.2. Water – Rocky Point (ETJ)

| | |
|-----------|----------|
| Water Tap | \$ 1,575 |
|-----------|----------|

2.7.3. Sewer – Town of Lakewood Village (Corporate Boundaries)

| | |
|-----------|----------|
| Sewer Tap | \$ 1,275 |
|-----------|----------|

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 |
|-------------|------|

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 |
|--------------|------|

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 |
|----------------|---------------|

6.2. ANIMAL CONTROL

| | |
|------------------|------------|
| Pet Registration | \$ 5 / Pet |
|------------------|------------|

6.3. TOWN HALL RENTAL

| |
|---------------------------------------|
| \$50 per day - \$100 Deposit Required |
|---------------------------------------|

6.4. PEDDLER / ITINERANT VENDOR

| | |
|-------------|-------------------|
| Application | \$ 150 |
| License | \$ 100 / Employee |

6.5. SIGNS – RESERVED FOR FUTURE USE

| |
|----|
| \$ |
|----|

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.

| | |
|-----------------------------|-------|
| Transcript Preparation Fee* | \$ 25 |
|-----------------------------|-------|

*Transcript preparation fee does not include the fee for an actual transcript of the proceedings.

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 |
|------------------|--------------------|---|
| 19-07 | July 11, 2019 | <ul style="list-style-type: none"> • 7. Added Municipal Court Section |
| 18-04 | September 13, 2018 | <ul style="list-style-type: none"> • 1 Clarified difference between projects, remodels and plan reviews • 1.6.2 Registration fees were \$25 • 2.2.1 Revised water rates • 2.2.4 Updated leak adjustment |
| 15-09 | July 9, 2015 | <ul style="list-style-type: none"> • Added utility fees. |
| 14-05 | June 12, 2014 | <ul style="list-style-type: none"> • 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 |