



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
MARCH 10, 2016 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. No formal action may be taken on these items at this meeting.

C. PUBLIC HEARING – A public hearing is scheduled on the proposed Comprehensive Plan, including thoroughfare plan and future land use assumptions, to provide an opportunity for citizen comment. The Town Council may adopt the proposed Comprehensive Plan with or without amendment by ordinance on one (1) reading.

D. PUBLIC HEARING: - A public hearing is scheduled to allow owner, lienholder, or mortgagee of 665 Woodcrest Drive to show cause why the building or portion thereof shall not be declared to be an unsafe building and why the Town Council should not order said building to be vacated, repaired, removed, or demolished.

E. CONSENT AGENDA:

1. Minutes of February 4, 2016 Council Meeting (Asbell)
2. Minutes of February 11, 2016 Council Meeting (Asbell)
3. Minutes of February 18, 2016 Council Meeting (Asbell)
4. Ordinance Cancelling General Election and Declaring Winners (Asbell)

F. REGULAR AGENDA:

5. Consideration of Ordering 665 Woodcrest Drive to be declared an unsafe building and ordering it to be vacated, repaired, removed, or demolished (Vargus)
6. Consideration of Appointments to the Municipal Development Board (Asbell)
7. Consideration of Professional Services Agreement with LandPlan Development (Vargus)
8. Consideration of Sanitary Control Buffer Zone Ordinance (Asbell)
9. Discussion of TCEQ Inspection and Designation of Superior Water System Designation (Vargus)
10. Consideration of TCEQ Inspection and Deficiencies of the Rocky Point Water System (Vargus)
11. Consideration of Repair/Rehabilitation of Melody Lane & Carrie Lane (Vargus)
12. Discussion of Comprehensive Plan (Vargus)

G. EXECUTIVE SESSION: Recess into executive session in compliance with (1) § 551.071, Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.072 Texas Government Code to wit: deliberations about real property; and (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations

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

I. COUNCIL AND STAFF COMMENTS: Comments may be made by Council or Staff. No formal action may be taken on these items at this meeting.

J. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 5:30 p.m. on Friday, March 4, 2016.

Linda Asbell, TRMC, Town Secretary



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

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

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

FEBRUARY 4, 2016

Council Members:

Dr. Mark Vargus, Mayor
Carl Menckhoff, M.D., Mayor Pro-Tem - ABSENT
Clint Bushong
Ray Duff
Gary Newsome
Ed Reed

Town Staff:

Linda Asbell, TRMC, Town Secretary
Andrew Messer, Town Attorney
Mack Reinwand, Deputy Town Attorney

SPECIAL SESSION - 5:30 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Session of the Town Council to order at 6:00 p.m. on Thursday, February 4, 2016, in the 3rd Floor Conference Room at 6351 Preston Road, Frisco, Texas 75034.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the pledge of allegiance

EXECUTIVE SESSION:

(Agenda Item B)

- A. At 6:01 p.m. Mayor Vargus recessed into executive session in compliance with (1) § 551.071 Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.071(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, (3) § 551.072 Texas Government Code to wit: deliberations about real property; and (4) § 551.087 Texas Government Code to wit: Economic Development Negotiations

RECONVENE:

(Agenda Item C)

Mayor Vargus reconvened into the special session of the Lakewood Village Town Council at 10:31 pm.

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SPECIAL SESSION
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ADJOURNMENT

(Agenda Item D)

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Newsome, council voted four (4) “ayes” and no (0) “nays” to adjourn the Special Session of the Lakewood Village Town Council at 10:31 p.m. on Thursday, February 4, 2016. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of March 2016.

APPROVED

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
TOWN SECRETARY

LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

FEBRUARY 11, 2016

Council Members:

Dr. Mark Vargus, Mayor
Carl Menckhoff, M.D., Mayor Pro-Tem - ABSENT
Clint Bushong
Ray Duff
Gary Newsome
Ed Reed

Town Staff:

Linda Asbell, TRMC, Town Secretary

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Regular Session of the Town Council to order at 7:00 p.m. on Thursday, February 11, 2016, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the pledge of allegiance

PUBLIC HEARING:

(Agenda Item B)

A public hearing was held to provide an opportunity for citizen comment on the requested variance for garage size and garage door setback at 415 Peninsula. Mayor Vargus opened the public hearing at 7:03 pm.

Mayor Vargus provided information on the standards required and the variance requested.

No one requested to speak.

MOTION: Upon a motion made by Councilman Newsome and seconded by Councilman Duff, council voted four (4) “ayes” and no (0) “nays” to close the public hearing at 7:08 pm. *The motion carried.*

PUBLIC HEARING:

(Agenda Item C)

A public hearing was held to provide an opportunity for citizen comment on the requested variance for garage door setback at 320 Hillside. Mayor Vargus opened the public hearing at 7:08 pm.

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Mayor Vargus provided information on the standards required and the variance requested.

No one requested to speak.

MOTION: Upon a motion made by Councilman Reed and seconded by Councilman Duff, council voted four (4) “ayes” and no (0) “nays” to close the public hearing at 7:17 pm. *The motion carried.*

VISITOR/CITIZENS FORUM:

(Agenda Item E)

No one requested to speak

REGULAR AGENDA:

(Agenda Item F)

**Consideration of Variance for 415 Peninsula
for Garage Size and Garage Door Setback
(Asbell)**

(Agenda Item F.1)

Mayor Vargus provided information about the lot size and the requested variance.

MOTION: Upon a motion made by Councilman Duff and seconded by Councilman Newsome, council voted four (4) “ayes” and no (0) “nays” to approve the variance as requested. *The motion carried.*

**Consideration of Variance for 320 Hillside
for Garage Door Setback (Asbell)**

(Agenda Item F.2)

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Duff, council voted four (4) “ayes” and no (0) “nays” to approve the variance as requested. *The motion carried.*

**Consideration of Mailbox Construction
Project (Vargus)**

(Agenda Item F.3)

Mayor Vargus reported on a meeting with CoServ about moving the guy wire supporting the electric pole that is in the way of the proposed location area for the mailboxes on Highridge. CoServ will only move the pole if the Town pays to cost of moving. The mailboxes must be carefully located between valves for the water system and existing electric pole. A pull-out lane

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will be constructed for vehicles stopping to collect mail. Mayor Vargus reported that the likely design will be reminiscent of the old covered bridges found in the New England area. There was some discussion on leaving the existing mailboxes and constructing the pull-out lane just beyond the current location. There was some discussion regarding other possible locations in town for mailboxes.

MOTION: *No motion was made.*

**Consideration of Minutes of January 14,
2016 Council Meeting (Asbell)**

(Agenda Item F.4)

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Newsome, council voted four (4) “ayes” and no (0) “nays” to approve the minutes of the January 14, 2016 meeting as presented. *The motion carried.*

PUBLIC HEARING:

(Agenda Item D)

A public hearing was held to provide an opportunity for citizen comment on the proposed Comprehensive Plan, including thoroughfare plan and future land use assumptions. Mayor Vargus opened the public hearing at 7:38 pm.

Mayor Vargus reported that he and Councilman Bushong are still working on finalizing the comprehensive plan. Mayor Vargus reported on the process of analyzing water consumption per property based on average density. One acre size properties uses five-times the amount of water than houses on one-third acre. There was some discussion on components of the comprehensive plan and how the town can forecast the infrastructure improvements that must be made. The comprehensive plan establishes goals that were accomplished within two years so new goals need to be established. Mayor Vargus reported that the draft comprehensive plan will be ready to be reviewed in the next month or two.

Danny Cook, 730 Carrie, stated that all residents could be contacted regarding the parks plan for only the cost of mailing, or council could use the survey boxes to distribute a survey to residents. Mayor Vargus stated that not all decisions can be made via surveys. Councilman Newsome stated that we have a representative form of government. Citizens elect people in whom they have confidence and let those people make their decisions. If Councilman Newsome is not confident that he knows the opinions of the people he represents he will go and talk to people. Mr. Cook stated that decisions must be made while weighing the opinions of the people most affected by those decisions. Councilman Bushong stated that he appreciates people that come to the council meetings and participate in the process. It is unfortunate that many of the people who are supportive of the trail do not come to the meetings. Mayor Vargus showed photo example of some natural trails that are representative of the types of trails the town is considering. Mayor

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Vargus stated that the specific design standards would be addressed in the future; this is a conceptual idea of what is being considered.

Mrs. Connie Elflett, 720 Carrie, stated that she feels safe living in Lakewood Village now because neighbors look out for each other. Providing trails and a park is providing a place for people to go to prey on others. There was some discussion regarding fencing along the trails and possible opportunities for citizens to participate in the design decisions.

Mr. Cook stated that clearing paths would allow access for anyone to use the trails. Mrs. Elflett stated that she wants to have input in the decision process. Mayor Vargus reported that there are approximately 660 people in town that would benefit but only a small group is opposed to the trail. The design process will try to consider the needs of all the citizens. Mayor Vargus reported that the town has required developers to put in green-space for the benefit of all citizens. The proposed location of the trail is on land that has limited use, and it ties in to the United States Army Corps of Engineers property which is available for public use. Mayor Vargus stated that the comprehensive plan provides a conceptual guideline for developers. Developers must meet the intent of the comprehensive plan elements like the roads, trails, parks. Mayor Vargus reported that this is the last opportunity for Lakewood Village to have green space and trails. If no trails or green-space goes in there will be no opportunity to go back and require developers to include these options for citizens.

Councilman Reed stated that not everyone is going to get what they want. The council will do everything they can to mitigate the concerns of citizens next to the trail. Councilman Reed stated that he knows of no plans to advertise or draw non-citizens to use the trail. He stated that he likely would not travel to a different city to use their trails and he does not believe that the Lakewood Village trails would attract

Mayor Vargus reported that he investigated the possibility of obtaining a grant to assist with building the trails. The grant writers reported that the larger the potential number of people using the trail the more likely it would be to qualify for a grant. Because Lakewood Village is not going to attempt to draw trail users from outside the town the chances of receiving a grant is not probable.

Janie Newsome stated that she appreciates what the council is doing and the trail makes more sense to her now. Mayor Vargus stated that the council is investigating options for protecting also interested in maintaining the wildlife population.

MOTION: Upon a motion made by Councilman Reed and seconded by Councilman Duff, council voted four (4) “ayes” and no (0) “nays” to close the public hearing at 8:25 pm. *The motion carried.*

**Discussion of Ordinance for Comprehensive
Plan (Vargus)**

(Agenda Item F.5)

All discussion on the Comprehensive Plan was held during the Public Hearing.

COUNCIL AND STAFF COMMENTS

(Agenda Item I)

Mayor Vargus reported on changing the traffic flow in the parking area at town hall and the additional parking spaces that are being installed to accommodate voters that will be using Town Hall for the March primary.

Mayor Vargus reported that the Lakewood Village vs Bizios court case would be heard by the Texas Supreme Court on March 8th.

Councilman Reed reported on a meeting he had with the Town of Little Elm and Denton County regarding implementation of the winter road treatment plan. Kevin Mattingly, Town of Little Elm, offered to notify Lakewood Village when Little Elm activates their winter road treatment plan. This will assist Lakewood Village with timing the treatment of town roads.

Mayor Vargus reported on the possibility of cooperatively working with the Town of Little Elm to facilitate paving of roads in the Rocky Point water system area.

Councilman Newsome reported that the sale of the one-half lot owned by the Town is proceeding and expected to be finalized soon.

Councilman Newsome reported he spoke to citizens living in nine houses around town regarding the nature trail, eight supported the trail and the parks plan.

EXECUTIVE SESSION:

(Agenda Item G)

At 8:31 p.m. Mayor Vargus recessed into executive session in compliance with (1) § 551.071 Texas Government Code to wit: Consultation with the Town Attorney regarding pending or contemplated litigation, re: Town of Lakewood Village V. Harry Bizios; (2) § 551.071(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, (3) § 551.072 Texas Government Code to wit: deliberations about real property; and (4) § 551.087 Texas Government Code to wit: Economic Development Negotiations

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RECONVENE:

(Agenda Item H)

Mayor Vargus reconvened the regular session of the Lakewood Village Town Council at 9:11 pm.

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Reed, council voted four (4) “ayes” and no (0) “nays” to authorize Mayor Vargus to purchase lot 5, Block R of Lakewood Village Section 3 for an amount not to exceed \$37,000. The motion carried.

ADJOURNMENT

(Agenda Item J)

MOTION: Upon a motion made by Councilman Reed and seconded by Councilman Newsome, council voted four (4) “ayes” and no (0) “nays” to adjourn the Regular Session of the Lakewood Village Town Council at 9:30 p.m. on Thursday, February 11, 2016. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of March 2016.

APPROVED

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
TOWN SECRETARY

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

FEBRUARY 18, 2016

Council Members:

Dr. Mark Vargus, Mayor - ABSENT
Carl Menckhoff, M.D., Mayor Pro-Tem
Clint Bushong
Ray Duff
Gary Newsome
Ed Reed

Town Staff:

Linda Asbell, TRMC, Town Secretary

SPECIAL SESSION - 5:00 P.M.

With a quorum of the Council Members present, Mayor Pro-Tem Menckhoff called the Special Session of the Town Council to order at 5:14 p.m. on Thursday, February 15, 2016, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Pro-Tem Menckhoff led the pledge of allegiance

REGULAR AGENDA:

(Agenda Item B)

**Consideration of Purchase of Surplus Water
Equipment from Mustang Special Utility
District (Asbell)**

(Agenda Item B.1)

There was some discussion on the water tanks and pressure tank available from the Lincoln Park water system. There was some discussion on the method and cost of disassembly and transportation of the equipment to Lakewood Village and Rocky Point.

MOTION: Upon a motion made by Councilman Reed and seconded by Councilman Bushong, council voted five (5) “ayes” and no (0) “nays” to authorize Mayor Vargus to purchase and arrange for transportation of the equipment for an amount not to exceed \$20,000. *The motion carried.*

COUNCIL AND STAFF COMMENTS

(Agenda Item C)

No comments were made

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ADJOURNMENT

(Agenda Item D)

MOTION: Upon a motion made by Councilman Bushong and seconded by Councilman Reed, council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Session of the Lakewood Village Town Council at 5:20 p.m. on Thursday, February 18, 2016. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 10th day of March 2016.

APPROVED

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
TOWN SECRETARY

TOWN OF LAKEWOOD VILLAGE

ORDINANCE NO: 16-XX

AN ORDINANCE CANCELLING THE TOWN OF LAKEWOOD VILLAGE GENERAL ELECTION CURRENTLY SCHEDULED FOR MAY 7, 2016, DECLARING UNOPPOSED CANDIDATES, AND SETTING AN EFFECTIVE DATE.

WHEREAS, a General Election is currently scheduled for Saturday, May 7, 2016 for the purpose of electing three Councilmembers,; and

WHEREAS, the Town Secretary has given certification in accordance with Texas Election Code, that no candidate in the general election is opposed on the ballot, EC §2.052, or by a declared write-in candidate, EC §146.052, and no proposition is to appear on the ballot; and

WHEREAS, the Election Code provides for the cancellation of an election and the declaration of the unopposed candidates as elected to office; and

WHEREAS, the Council does not desire to incur public expense by conducting an unopposed election.

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

The General Election scheduled for Saturday, May 7, 2016 is hereby cancelled and that Dan Tantalo, Gary Newsome, and Dr. Mark E. Vargus are declared to be elected to their respective offices with the terms to begin in the same manner as if an election had taken place.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 10th day of March, 2016.

APPROVED:

Dr. Mark E. Vargus,
Mayor

ATTEST:

Linda Asbell, TRMC,
Town Secretary

CERTIFICATION OF UNOPPOSED CANDIDATES
CERTIFICACIÓN DE CANDIDATOS ÚNICOS

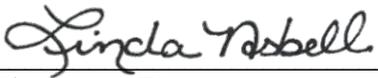
TO: Presiding Officer of Governing Body, Dr. Mark E. Vargus, Mayor
Al: *Presidente de la entidad gobernante, Dr. Mark E. Vargus, Alcalde*

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on Saturday, May 7, 2016.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el sábado, 7 día de mayo, 2016.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

<u>Offices (Cargos)</u>	<u>Candidates (Candidatos)</u>
Mayor (Alcalde)	Dr. Mark E. Vargus
Councilman At-Large Place 2 (Concejales en General Place 2)	Dan Tantalo
Councilman At-Large Place 4 (Concejales en General Place 4)	Gary Newsome



Signature (Firma)

Linda Asbell, TRMC

Printed name (Nombre en letra de molde)

Town Secretary (Secretario)

Title (Puesto)

March 4, 2016

Date of signing (Fecha de firma)

Formal Notification of Public Hearing

Date: February 25, 2016

To: Owners, lien holders, occupants and any party that may have financial or other interest in the property hereby identified as:

Re: 665 Woodcrest Drive
Lakewood Village, Texas 75495

Interested Parties:

US Bank National Assoc., Successor In Interest to Wachovia Bank, na
3476 Stateview Blvd
Fort Mill, SC 29715-7203

Wells Fargo Bank
3476 Stateview Blvd
Fort Mill, SC 29715-7203

Buckley Madole, P.C.
9441 LBJ Freeway, Ste 200
Dallas, TX 75243

Legal Description: Lakewood Village Sec 3 Blk R Lot 4 (the "Property")

An inspection of the property was made on or about November 6, 2014, and on or about August 17, 2015 by the Town of Lakewood Village Building Official, and the structure(s) on the property was/were found to be in violation of the Town of Lakewood Village Ordinance Nos. 02-10, 11-15, and 15-04 and Chapter 214 of the Texas Local Government Code. The following violations of Ord. No. 15-04, Exhibit A, R105.1, R105.3, violations of Ord. 14-04, Exhibit A, Sections 2.4.8, 2.4.8.A., and violations of Ord. 11-15 Section 3. have been found on the property:

- An attractive nuisance which may prove detrimental to children, in an exterior structure on the premises of a building or lot. This includes any abandoned wells, shafts, basements, or excavations; abandoned refrigerators and motor vehicles; any structurally unsound fences or structures; or any lumber, trash, fences, debris, pool or vegetation which may prove a hazard for inquisitive minors;
- A substandard structure that constitutes a menace, hazard, and/or threat to the health, safety, comfort or general welfare of the public generally and which are unfit for human habitation or use;
- A building, structure, dwelling or other enclosure which regardless of its structural condition, unoccupied by its owners, lessees, or other invitees and is unsecured from unauthorized entry to the extent that it could be entered or used by vagrants or other uninvited persons as a place of harborage or could be entered or used by children;
- A structure, which is so damaged, decayed, dilapidated, unsanitary, unsafe, or vermin infested that it creates a serious hazard to the health or safety of the occupants or the public and

The Building Official has made a determination that the structure on the property, is a public nuisance as described herein. This instrument provides the legally required notice to all parties of interest that the structure located at the above location are hereby identified to be in violation of the Town of Lakewood Village's Ordinance Nos. 02-10, 11-15, and 15-04 and Chapter 214 of the Texas Local Government Code providing for the owner's vacation, repair, removal, or demolition of the structure that is substandard, dangerous, dilapidated, or unfit for human habitation and a hazard to the public health, safety, and welfare, including but not limited to the notice, hearing, and imposition of lien requirements set forth therein.

The Owner may abate this condition by **applying for and receiving proper building permits for: capping the currently open and damaged sewer line and moving the sewer line to a location outside the 150' sanitary buffer zone, repair foundation to specifications of a licensed engineer, provide evidence that the unpermitted work done on the property satisfies all applicable code requirements, remove improperly sized garage and construct garage compliant with all applicable code requirements, install properly sized concrete driveway which complies with all applicable construction and setback requirements.**

PLEASE TAKE NOTICE THAT a public hearing shall be held before Town Council, at **100 HIGHRIDGE DRIVE, Lakewood Village, Texas**, no earlier than **ten (10) days** from the date of this notice said date being the **10th day of March, 2016 at 7 p.m.** The Owner, lienholder or mortgagee shall be required to SHOW CAUSE WHY such building or portion thereof, shall not be declared to be an unsafe building and why the Town Council should not order said building to be vacated, repaired, removed, or demolished. The Owner, lienholder, or mortgagee shall submit at the hearing proof of the scope of any work that may be required to comply with the Ordinance and the time it will take to reasonably perform the work.

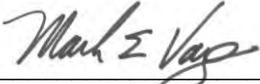
In the event that the Owner does not take action within the time ordered by the Town Council, the Town of Lakewood Village shall, secure, repair, or seal the structure and the expenses of such repair shall be charged against the Owner and shall become a lien against the property. Such lien shall be a privileged lien only subordinate to tax liens.

Please note that in addition to the Town of Lakewood Village performing the work upon failure of the Owner to perform, the Town Council may assess and recover a civil penalty against the Owner for failure to repair, remove, or demolish the structure(s) within the time allotted in the Town Council Order. Said civil penalty shall become part of the lien for expenses as described herein.

The minimum standards for the continued use, occupancy and maintenance of all buildings and structures are those standards adopted by ordinance and amendments, including but not limited to the International Residential Code published by the International Code Council, the International Building, Fire, Plumbing, Fuel Gas, Mechanical, and Energy Codes, as well as the National Electric Code published by the National Fire Protection Agency.

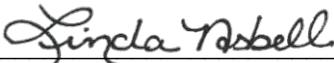
For more information regarding this notification and the options regarding the property listed above, please contact me at (972) 294-5555.

DATED this 26th day of February 2016.



Dr. Mark E. Vargus, Mayor
Town of Lakewood Village

CERTIFICATION:



Linda Asbell, TRMC
Town Secretary
Town of Lakewood Village

Property Details for account 79983

Tax Information

The Denton Central Appraisal District is not responsible for the assessment or collection of taxes for this or any other property. If you have a question regarding your tax bill please contact the [Denton County Tax Assessor / Collector](#).

General Information

Property ID	79983
Geographic ID	SN0005A-00000R-0000-0004-0000
Legal Description	Lakewood Village Sec 3 Blk R Lot 4
Situs Address	665 Woodcrest Ln Tx 75068-4346
Property Type	Real
Neighborhood	DC25003L
	Lakewood Village Sec 3 Waterfrt
Abstract/Subdivision	SN0005A
	All properties in SN0005A
	View Plat
Owner ID	730386
Owner Name	Us Bank National Assoc, Sucessor In Interest To Wachovia Bank,na
Percent Ownership	100
Mailing Address	3476 Stateview Blvd Fort Mill, SC 29715-7203
Taxing Jurisdictions	G01 (Denton County) C25 (Lakewood Village Town Of) S10 (Little Elm Isd)
Exemptions	N/A
View Map	Denton CAD GIS

New Restrictions on the Display of Exemption Information

[Details](#)

2015 Certified Values

Total Improvement Value	(+) \$113,879
Land Homesite Value	(+) \$32,400
Land Non-Homesite Value	(+) \$0
Agricultural Market Value	(+) \$0
Timber Market Value	(+) \$0
Total Market Value	(=) \$146,279
Agricultural Use Reduction	(-) \$0
Timber Use Reduction	(-) \$0
Appraised Value	(=) \$146,279
Homestead Cap What's this?	(-) \$0
Assessed Value	(=) \$146,279

2015 Estimated Taxes

Entity Name	Tax Rate Per \$100	Taxable Value	Estimated Taxes	Tax Ceiling Amount
Denton County	0.262%	\$146,279.00	\$383.25	N/A
Lakewood Village				

Lakewood Village	0.3%	\$146,279.00	\$438.84	N/A
Town Of				
Little Elm	1.54%	\$146,279.00	\$2,252.70	N/A
Estimated Total Taxes				\$3,074.79

DO NOT PAY TAXES BASED ON THESE ESTIMATED TAXES. You will receive an official tax bill from the appropriate agency when they are prepared. Taxes are collected by the agency sending you the official tax bill. To see a listing of agencies that collect taxes for your property, [click here](#)

The estimated taxes are provided as a courtesy and should not be relied upon in making financial or other decisions. The Denton Central Appraisal District (DCAD) does not control the tax rate nor the amount of the taxes, as that is the responsibility of each Taxing Jurisdiction. Questions about your taxes should be directed to the appropriate taxing jurisdiction. These tax estimates are calculated by using the taxable value as of 6:00AM multiplied by the most current tax rate. It does not take into account other special or unique tax scenarios.

2016 Improvements

Improvement 1114918

State Code	A1
Improvement Type	Residential - RESIDENTIAL
Exterior Wall	Brick Veneer
Foundation	SLAB
Heating/Cooling	CHCA
Interior Finish	Sheetrock
Plumbing	2
Roof Covering	Composition Shingle
Number of Bedrooms	3
Heating/Cooling	CHCA
Heating/Cooling	CHCA
Condition	Average
Condition	Average
Condition	Average

Class	What's this?	Year Built	Sq. Footage	Type
8		1983	984 sq. feet	Main Area
8		1983	480 sq. feet	Attached Garage
8		1983	578 sq. feet	Second Floor

Land Segments

Land Type	Acres	Sq. Ft.
Homesite	0.2479	10,800 sq. feet

Property History

Year	Improvement(s)	Land	Market	Appraised	Assessed
2015	\$113,879	\$32,400	\$146,279	\$146,279	\$146,279
2014	\$105,706	\$32,400	\$138,106	\$138,106	\$138,106
2013	\$93,406	\$21,600	\$115,006	\$115,006	\$115,006
2012	\$86,763	\$21,600	\$108,363	\$108,363	\$108,363
2011	\$68,371	\$43,520	\$111,891	\$111,891	\$111,891
2010	\$67,997	\$43,520	\$111,517	\$111,517	\$111,517
2009	\$78,044	\$43,520	\$121,564	\$121,564	\$121,564
2008	\$83,404	\$32,603	\$116,007	\$116,007	\$116,007
2007	\$86,885	\$32,603	\$110,488	\$110,488	\$110,488

2001	\$80,885	\$52,005	\$119,488	\$119,488	\$119,488
2006	\$84,772	\$32,603	\$117,375	\$117,375	\$117,375
2005	\$83,359	\$32,603	\$115,962	\$115,962	\$115,962
2004	\$82,957	\$32,603	\$115,560	\$115,560	\$115,560
2003	\$83,305	\$32,603	\$115,908	\$115,908	\$115,908
2002	\$68,594	\$20,790	\$89,384	\$89,384	\$89,384
2001	\$73,924	\$18,900	\$92,824	\$92,824	\$92,480

Deed History

Date	Type	Seller	Buyer	Deed Number	Sale Price
8/6/2013	Substitute Td	Hanna, Roger	Us Bank National Assoc, Sucessor In Interest To Wachovia Bank,na	2013-101409	Unavailable
8/13/2002	General Wd	Saddoris, Rex T & Lisa H	Hanna, Roger	02-101363	Unavailable
12/2/1999	Warranty Deed	Halstead, Keith E	Saddoris, Rex T & Lisa H	99-0121054	Unavailable
5/3/1994	Warranty Deed	Tanner, Roy J	Halstead, Keith E	94-0035958	Unavailable
7/9/1990	Warranty Deed	Insilco Corp	Tanner, Roy J	2810-492	Unavailable
11/6/1987	Conversion	Plymouth Capital Co Inc	Insilco Corp	2272-463	Unavailable
5/18/1987	Conversion	Plymouth Capital Corp	Plymouth Capital Co Inc	2156-0834	Unavailable
5/18/1987	Conversion	Keyworth, Brennen A.	Plymouth Capital Corp	2156-834	Unavailable

Real Estate Sales

	Show sales that occurred within the past		
	6 months	1 year	2 years
Subject Property Neighborhood: Lakewood Village Sec 3 Waterfrt	Link	Link	Link
Subject Property Abstract/Subdivision: SN0005A	Link	Link	Link
Subject Property City: Lakewood Village Town Of	Link	Link	Link
Subject Property School District: Little Elm	Link	Link	Link

Senate Bill 541

In 2005, Texas passed Senate Bill 541, which prohibits the Denton Central Appraisal District -- and every other Appraisal District in the State of Texas -- from making photographs and floorplans of property available online. Exempted from the restriction will be aerial photographs of five or more separately owned buildings.

[You can read more about S.B. 541 here.](#)

House Bill 394

..... - - - - - .
HB 394 restricts the appraisal district from posting information that indicates the age of a property owner, including information that a property owner is 65 years of age or older, on the appraisal district's website.

[\[Back to Search \]](#)

Linda Asbell

From: S Freeman <nufreeotm@gmail.com>
Sent: Tuesday, August 18, 2015 7:36 AM
To: Lakewood Village; <summer@lakewoodvillagetx.us>
Cc: mark@lakewoodvillagetx.us; Steve Freeman
Subject: 655 Woodcrest, Stop work order, investigation
Attachments: 655 8.JPG; 655 7.JPG; 655 6.JPG; 655 5.JPG; 655 4.JPG; 655 3.JPG; 655 2.JPG; 655 1.JPG; 655.JPG

I issued a stop work order at 655 Woodcrest, Lakewood Village, TX on 8/17/2015. Met contractor on site, he indicated Wells Fargo Bank advised him to do work, no permit applied for, working without a permit. Contactor shall provide scope of work, fire restoration.

Contractor shall hire an engineer to inspect house for structural damage in garage and upstairs bedroom, ceiling joists have been scabbed on to fire damaged joists in garage, subflooring has been installed over flooring in upstairs bedroom.

Must remove all drywall in garage for inspection.

Must have minimum 1.5 inch support on joists in garage, with letter on repairs for joists from engineering firm.

Must remove flooring upstairs to inspect for structural damage from above.

Walk out from upstairs bedroom, must reinstall new roll type shingling, and install guard rail on edges of structure, for protection of life health safety.

I was advised 3 windows are to be replaced, must remove brick to show that windows are properly flashed, leave brick open for inspection after getting permit.

No smoke alarms seen in house.

No CWG (cold water ground) found in house, this would be required by CO.

No concrete driveway at street, small section needs poured. This would be a separate permit.

See attached pictures.

--

Steve Freeman
Building Inspector
Lakewood Village, TX















OSBORNE ENGINEERING

Foundation Doctor, Inc. #F-557

P.O. Box 292155
(972) 318-8800 Office

Lewisville, TX 75029-2155
Fax (972) 966-0288

Russell Asset Services
Mrs. Kathie Vold

Subject: Engineering Opinion - **665 Woodcrest Drive, Lakewood Village, TX**

Dear Mrs. Vold:

This letter constitutes the engineering opinion requested by you on the fire and water damage and the foundation at the subject residence. This opinion is based on the experience and judgment of the writer and on conditions observed without taking soil samples, performing plumbing tests, removing floor or wall coverings or otherwise damaging the structure or finishes. This inspection is a "performance-based" inspection, which utilizes several indicators of the past performance of the foundation. Physical testing of the soil or of any of the materials used in the construction of the house is not included in this inspection. The purpose of this inspection was to evaluate the foundation of the residence and determine what, if any, foundation repairs are necessary. Osborne Engineering visually inspected portions of the superstructure and the foundation and performed a floor elevation survey on December 2, 2015. This inspection excludes, unless specifically mentioned, the framed superstructure, detached buildings, privacy or retaining walls and verification of concrete reinforcement, existing piers or previous repairs. The inspection approximately meets the requirements of a "Level B" examination as defined by the American Society of Civil Engineers. The "Limitations of Liability" section of this report has other important limitations and standard recommendations. The recommendations below are not intended to produce perfect stability or performance of the structure. Some movement may continue after any repairs. The elevation readings taken at this time may not fully indicate the condition of the foundation during other times of the year and the movement of the foundation may increase over time. Directions stated herein are as seen from the street in front of the house. Please call if you have any questions.

Observations and Conclusions:

Fire Damage: The structural damage from the past fire on the second floor of the subject property is very minor. Only a small section of the plywood decking less than 50 square feet in area was damaged. Only this area of decking needs to be replaced with decking matching the surrounding decking. The new decking should be glued and screwed to the framing and subfloor below.

Water Damage: It appears that one or more long-term leak(s) from the low-slope roof over the garage has damaged some of the wall and floor framing under that roof. The ten west-most ceiling joists in the north half of the garage should be reinforced with new joists spanning completely from the center beam to the north wall. Joist hangers should be used on the center beam. The two joists against the north half of the west wall of the garage should be replaced. At the middle of the west wall of the garage at the end of the center beam, all studs supporting that beam should be replaced. That beam should also be replaced if its west end is rotten. Three studs on that wall just south of the beam should also be replaced. Three feet of the top plates just south of the main beam should also be replaced. The two west-most joists at this same corner should also be replaced.

Foundation: The foundation of the subject residence has experienced settlement of the south and east sides. Piers may have been previously installed under parts of the other sides of the foundation. The settlement has resulted in numerous large cracks in the foundation. The size of these cracks indicates that the original slab was under-reinforced. This settlement is due primarily to the drying influence of the sun and of the nearby large trees. Trees withdraw large amounts of moisture from the soil and cause shrinkage of the thick clay soil layer under the house. As the trees grow, their drying influence becomes stronger and wider. These settlement trends need to be addressed by the installation of foundation repair piers along those nearby perimeter walls and by measures to help protect the soil under the foundation from tree roots as described below. These piers are intended to only partially level the floors and to resist additional settlement in the immediate areas of the piers.

The repair and maintenance recommendations below are intended to address the specific issues described above. The recommendations are not intended to be a permanent fix against all current and future potential structural problems. The recommendations are intended to be a reasonable means to address the current condition of the structure. As with all buildings, the structure and finishes should be always monitored and, if signs of significant movement develop, inspected again and additional remedial measures taken. A re-inspection of the structure after one to two years is recommended in any case, at which time additional repairs may be needed.

1) **Steel Pipe Piers:** Foundation repair piers should be installed at this time around the foundation as shown on the attached drawing. Steel pipe piers measuring 2-7/8" in diameter and pushed to refusal under the foundation should be used. Because these piers are skinnier than will the common 6" concrete piers, they will penetrate farther into the soil and be more stable. A drawing showing the details of the approved pier is attached. These piers will bear on deeper soil layers and provide additional support to the portions of the foundation under which they are installed. The primary purpose of foundation repair piers is stabilization of the foundation. However, the foundation should also be lifted using these piers as much as possible without causing excessive additional interior and exterior veneer damage. On average, only up to one-third of the previous elevation loss is recovered with the piers. After the foundation is lifted, cracks remaining in the slab may be epoxied and the roof framing and plumbing under the foundation checked for damage. Concealed structural defects or prior structural damage may reduce the amount of lifting accomplished and may also increase the amount of cosmetic and structural damage that occurs during driving of the piers or lifting of the foundation.

2) **Vegetation:** To help protect the foundation from the drying effects of the

roots from the vegetation around the house, trees and large bushes 8' or higher within ten feet of the foundation or as noted on the drawing should be pruned down to and maintained under that height limit or removed. A root barrier should also be installed as shown on the attached drawing between the foundation and the neighbor's remaining nearby trees. The depth of the root barrier should be 36" or to rock. All roots encountered should be cut. Commercial rubber roll roofing, GAF Rubroid or equal, 36" wide should be placed vertically in the ditch before backfilling. Seams in the barrier should be lapped at least twenty inches. Some roots may be deeper than the root barriers and may continue to negatively affect the foundation, in which case piers or another deeper barrier may eventually be required. A more positive alternative to installing the root barriers is to remove the trees being so isolated from the foundation. You should remember that a root barrier is a compromise between the desire to have trees near the house and the desire to have a stable foundation. In the long run, the trees will most likely get under, around, over or through the barriers and again affect the soil under the foundation. The root barrier may also damage or kill the tree(s). You should consult an arborist about the probability of survival and stability of the trees. Some upward movement of the foundation may also result from these measures against roots. The amount and timing of any such upward movement is not known. This movement is often not uniform nor exactly the reverse of any previous settlement. This upward movement may cause new interior or exterior cracking, door misalignments, plumbing leaks or other defects. Not installing the root barriers may cause even more severe defects. The effective life of a root barrier is generally less than ten years, after which time additional measures may be needed. Other trees may be planted farther from the foundation to replace any trees that die. Root barriers installed in the spring and summer may be more damaging to the trees than those installed in the fall and winter.

- 3) **Watering and Drainage:** Watering should be increased around the lower portions of the foundation and decreased around the higher portions of the foundation as shown on the attached drawing. In addition to general yard watering, soaker hoses may be used for supplemental watering because they can slowly drip water onto the soil for extended periods. Drainage should be carefully maintained all around the house so that no water stands within fifteen feet of the foundation one hour after a heavy rain or extended watering. The surface of the clay against the foundation all around the house should be at least four inches below the bottom of the brick veneer or siding and should slope down away from the foundation at the rate of at least one inch per foot for at least six feet. All gutter down spouts should be extended at least two feet away from the foundation and past any adjacent planter barriers or other drainage obstructions. Planter barriers should be lowered, perforated or removed so that excess surface water can drain out of the planters. Any perforations should be at least three inches wide and three inches deep and spaced no more than eight feet apart.
- 4) **Gutters:** Where not already existing, gutters should be installed along all the drip edges of the roof. All down spouts should be piped underground at least ten feet away from the foundation and past any adjacent flowerbeds. 4" **non**-perforated ADS3000 pipe or schedule 40 PVC pipe should be used. All horizontal joints must be glued. The pipe must slope at least 1/8" per foot down away from the foundation.
- 5) **Sprinklers:** The water spray from all the sprinkler heads around the house should not be blocked by the nearby vegetation. All sprinklers should be raised to above

the levels of the nearby vegetation so that their spray is not blocked. Pop-up sprinklers in the planters should be replaced with tall stand-up heads so that their spray is not blocked.

- 6) **Plumbing Tests:** A licensed master plumber should check the supply and drain plumbing under the foundation for leaks. A hydrostatic test of the plumbing drain lines should be done as part of this leak test. The results of the plumbing test should be reported to this engineer immediately and may be reason for revision of the conclusions or recommendations herein. Any flow test should only be done at least one week after the last hydrostatic test. All leaks found should be repaired.

Floor Elevations: The Foundation Inspection drawing shows the net difference in the floor elevations as measured with a manometer during the inspection. The numbers on the drawing give elevation readings in inches and tenths of inches. The elevation differences measured at this time are the cumulative result of original construction tolerances, relative foundation movement since construction and previous foundation repairs, if any. The relative floor elevations may change with seasonal variations in the soil moisture content and the current settlement or heave may tend to increase with age. The relative elevations on the attached drawing show approximately 6.8" of overall elevation difference across the foundation. This elevation difference across a floor of this size and type is, in my experience, higher than the average of other similar houses which I have inspected considering the age of the structure, the location, the season, any previous repairs and assuming that the original floor was within normal construction tolerances.

Limitations of Liability: This survey was conducted in accordance with generally accepted residential practices and procedures. This "snapshot" survey of the condition of the site was limited in scope to a visual examination at this time of the exposed interior and exterior finishes on the structure and of the adjacent ground surfaces and to the taking of relative floor elevations. Opinions expressed herein are based on an evaluation of conditions observed at this time and the other information provided to this engineer. Other problems may become evident as the seasons and climatic conditions change. The taking and testing of soil samples was not included in this inspection. Soil properties were deduced from a general knowledge of the soil in the area and from the behavior of the subject foundation to date. Osborne Engineering is not responsible for knowledge of concealed cracks or other distress of any type in any other structural element, such as joists, beams or slabs. Destructive exploration for such conditions was also not included in this survey. A termite inspection was not performed. Roof or crawl space framing and brick ties were not inspected. The advent of additional information may be reason to revise the opinions expressed herein. More in-depth studies are available at additional cost. This report supersedes any prior oral statements. Not all defects are noted on the drawing. The decision whether or not to recommend any specific repair is based on the judgment of this engineer as to the relative costs and probable benefits of that repair. The repairs recommended above are not intended to return the foundation to its original condition. Additional piers may be installed to further improve the long-term stability of the foundation. These general comments do not override specific statements above. Osborne Engineering itself does some repair work and the owner of Osborne Engineering is also a part owner of Steel Foundation Repair, Inc. This report stands on its own and the exact timing of the repairs, the contractor and the person paying for the repairs are not specified herein. The use of any specific repair contractor is not required by this report. In the case of conflicting recommendations in this report, the more stringent recommendation will govern. You should also consult other professionals about any potential impacts of these recommendations, including realtors and appraisers. If you have concerns about these recommendations, you should get a second engineering opinion about this property.

Maintenance: Clay soil shrinks and swells in response to moisture and weight. Owner maintenance is critical to the long-term performance of the foundation. A constant soil moisture level all around the house and all through the year is the goal of "foundation maintenance" for foundations on expansive clay. Water should not stand within 15' of the foundation one hour after a heavy rain. Great care should be taken to provide good drainage for foundations less than ten years old. The drainage of water away from any chronically wet areas should be improved. Gutters are an excellent means of improving drainage around a structure, particularly in those areas where planters hold water against the foundation or where a lack of direct sunlight slows drying of the soil. Down spouts should discharge the water at least five feet away from the foundation and the water should quickly flow away from the point of discharge. The side of the structure facing the uphill side of the lot and the side yards should be particularly carefully monitored for standing water. Watering around the high points of the foundation should generally be reduced. Sprinklers should be raised to above the levels of the surrounding vegetation. The soil should be at least 3" below the bottom of the brick or wood veneer and then slope down away from the foundation at least 6" within the first ten feet.

Compacted clay should be added to any low areas. During the dry season sufficient water should be applied to the soil around the house to maintain soil moisture. Soaker hoses are recommended on foundations at least ten years old for areas prone to rapid drying, particularly the south and west sides. Watering around the low point of the foundation should be moderately increased during the dry season. Large plants and trees close to the foundation should be removed or root pruned to limit their moisture use. Settlement should progress much slower in areas supported on deep poured concrete or steel pipe piers. The above measures should reduce, but may not eliminate, future foundation movement. Even with the best maintenance, foundations on expansive clays normally continue to settle or heave around their perimeters, especially at the corners, with age. If cracks significantly change, the foundation should be re-investigated. Portions of the foundation not pierced or root barriered now may need such work in the future.

Repairs: Foundation repairs often result in significant additional brick, sheetrock and plumbing damage. Any foundation or landscape repairs undertaken pursuant to this report should be spot-inspected while the work is in progress by this engineer. Foundation piers should be spot-inspected during construction and at the end of the work during any lifting operations. To check the amount of foundation lift, an "As-Repaired" elevation survey after the completion of repairs is highly recommended. The purpose of such spot checks is to encourage higher work quality by the contractor and to make possible adjustments to the proposed repair plan if differing underground conditions are encountered. Full-time inspection is also available at additional cost. The primary responsibility for the proper execution of the work lies with the contractor. Construction inspections require additional engineering fees. No original development or foundation construction documents were available for review by Osborne Engineering. The opinions expressed and repairs recommended are based on the assumption, except as noted, of acceptable original development and building specifications and construction practices, including proper foundation design, soil compaction, nailing and reinforcement of concrete. Examination for compliance with current Building Codes or other construction specifications was not within the scope of this survey. Any recommended repairs are remedial in nature and intended only to bring the structure up to conditions average for other structures of similar size, age and location. The repairs are not intended to bring the structure into compliance with current building codes. Some defects will continue to exist after the repairs. Osborne Engineering has ongoing business relationships with multiple foundation repair companies. This report is provided solely for your use. Osborne Engineering disclaims any contractual relationship with or obligation to any party other than the addressee above.

This report does not predict or warrant the future performance of the subject foundation or of any of the repairs or remedial steps recommended herein.

Sincerely,



Gary Osborne, P.E. #74596
Foundation Doctor, Inc. #F-557



THIS REPORT DOES NOT PREDICT OR WARRANT THE FUTURE PERFORMANCE OF THE FOUNDATION. A SPOT INSPECTION DURING REPAIRS AND AN "AS-REPAIRED" SURVEY OF THE FLOOR AFTER REPAIRS ARE COMPLETE ARE RECOMMENDED. SEE ATTACHED REPORT FOR RECOMMENDATIONS. NOT ALL DEFECTS ARE SHOWN.

-0.1" VINYL FLOOR ADJ

NEIGHBORING
4 - 15" TREES
22' AWAY



36" ROOT
TREE

1/16" DIAGONAL
MORTAR CRACK
UNDER WINDOW

NEIGHBORING
15" TREE
12' AWAY

HAIRLINE DIAGONAL
MORTAR CRACK
ABOVE WINDOW

1/16" DIAGONAL
MORTAR CRACK
UNDER WINDOW -
PATCHED

HAIRLINE VERTICAL
MORTAR CRACK
ABOVE WINDOW -
PATCHED

10" TREE
4' AWAY
REMOVE
TREE

1/8" VERTICAL
MORTAR CRACK
ABOVE WINDOW -
PATCHED &
HAIRLINE
FOUNDATION CRACK

5/8" TRIM
SEPARATION

2ND FLOOR
FIRE DAMAGE

*MANY OTHER
SLAB CRACKS
NOT NOTED



Gary Osborne
12.07.15

1' DOOR
SEPARATION

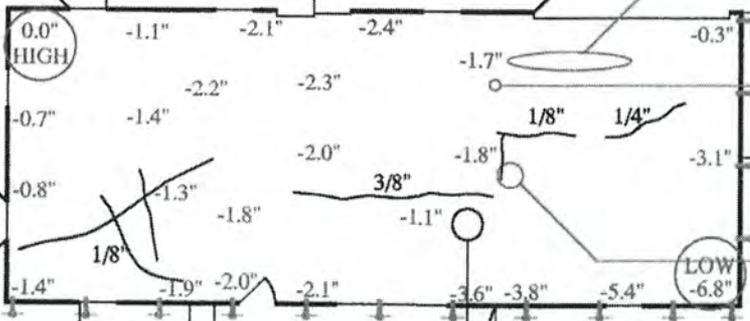
2"x6" JOISTS -
REPLACE 10

REPLACE
2 JOISTS
AGAINST WALL

3/8" VERTICAL
BRICK CRACK

REPLACE
3 STUDS, 3' OF
TOP PLATES
2 JOISTS,
ALL STUDS
UNDER BEAM,
AND BEAM
IF DAMAGED

1/2" TRIM
SEPARATION



STEEL PIPE
PIER (TYP.)

52'

17' TO ROAD

AGE = 30

APPROX. SCALE: 1" = 15'-0"

RUSSELL ASSET SERVICES

665 WOODCREST DRIVE
LAKEWOOD VILLAGE, TX 75068

DECEMBER 2, 2015

OSBORNE ENGINEERING

FOUNDATION DOCTOR, INC. F-557

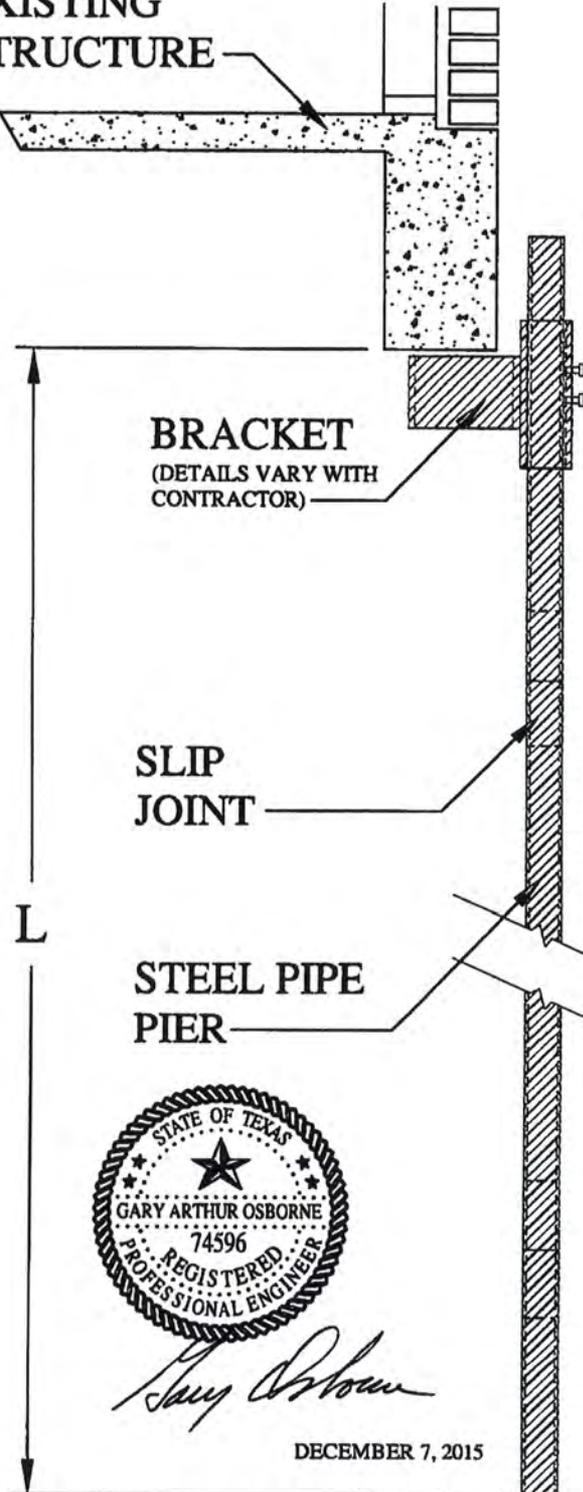
P.O. Box 292155
OFFICE: (972) 318-8800

LEWISVILLE, TX 75029-2155
GaryOsbornePE@Gmail.com

STRUCTURAL INSPECTION

01

EXISTING
STRUCTURE



Gary Osborne

DECEMBER 7, 2015

THIS REPORT DOES NOT PREDICT OR WARRANT THE FUTURE PERFORMANCE OF THE FOUNDATION. AN "AS-REPAIRED" SURVEY OF THE FLOOR AFTER ANY REPAIRS ARE COMPLETE IS RECOMMENDED. OSBORNE ENGINEERING DOES NOT WARRANT PIER PERFORMANCE.

STEEL PIPE PIER NOTES:

L = PIER LENGTH SHALL BE DETERMINED BY RESISTANCE OF SOIL AND WEIGHT OF STRUCTURE. PIERS SHALL BE DRIVEN TO THE MAXIMUM RESISTANCE PRESENTED BY THE BUILDING WITHOUT CAUSING EXCESSIVE DAMAGE TO THE VENEERS OR FOUNDATION.

PIPE - PIER MATERIAL SHALL BE 2-7/8" O.D., 0.22" OR GREATER WALL, HIGH TENSILE STRENGTH DRAWN SEAMLESS TUBING, MEETING OR EXCEEDING THE CHEMICAL AND THICKNESS REQUIREMENTS OF ASTM A252, GRADE 3 OR API N-80/J-55 GRADE TUBING. OTHER STRUCTURAL COMPONENTS SHALL BE ASTM A-36 STEEL. PIPE SECTION LENGTH SHOULD BE 48".

BRACKET - SHALL CONSIST OF STEEL SQUARE TUBING, 3" X 6" X 0.5", CAPPED ON EACH END WITH 0.5" PLATE. SQUARE TUBING SHALL BE WELDED TO A 2' SECTION OF PIPE OF THE SAME MATERIAL AS THE PIER PIPE BUT SIZED SO THAT ITS INSIDE DIAMETER IS ONLY SLIGHTLY LARGER THAN THE OUTSIDE DIAMETER OF THE PIER PIPE. ALL WELDS SHALL BE FULL-PENETRATION FILLET WELDS. ALTERNATIVE FIELD-TESTED BRACKETS ARE ACCEPTABLE. BRACKETS SHALL BE FASTENED TO PIER PIPE BY SET SCREWS OR BY WELDING.

JOINTS - SHALL BE SLIP JOINTS WITH AT LEAST 6" OF PENETRATION INTO EACH SECTION OF PIER PIPE. CONNECTION MATERIAL SHALL BE SAME AS PIER PIPE.

PIER SLOPE SHOULD NOT EXCEED EIGHT DEGREES.

EXCAVATIONS SHALL BE FILLED WITH CLAY SOIL COMPACTED IN 12" LIFTS TO 85% RELATIVE DENSITY PER ASTM D-698.

FINAL GRADE SHALL SLOPE AWAY FROM THE PIER AND STRUCTURE AT A MINIMUM RATE OF 1/4" PER FT. SETTLEMENT OF THE EXCAVATION BACKFILL IS THE HOMEOWNER'S RESPONSIBILITY TO CORRECT.

THE PIER SHALL BE DRIVEN TO REFUSAL UNDER THE AVAILABLE WEIGHT FROM THE STRUCTURE AT THE POINT OF THE PIER WITHOUT CAUSING EXCESSIVE DAMAGE TO THE STRUCTURE OR VENEERS. PIERS SHALL BE DRIVEN INDIVIDUALLY BUT LIFTED IN GROUPS.

THE PIER CONSTRUCTION SHOULD BE SPOT-CHECKED BY THIS ENGINEER DURING LIFTING OPERATIONS AND AFTER COMPLETION OF THE WORK. SUCH SPOT-CHECKS ARE AN ADDITIONAL SERVICE AND REQUIRE THE PAYMENT OF AN ADDITIONAL FEE.

RUSSELL ASSET SERVICES

665 WOODCREST DRIVE
LAKEWOOD VILLAGE, T 75068
DECEMBER 2, 2015

OSBORNE ENGINEERING

FOUNDATION DOCTOR, INC. F-557
P.O. Box 292155 LEWISVILLE, TX 75029-2155
OFFICE: (972) 318-8800 FAX: (972) 966-0288

STEEL PIPE PIER DETAIL 02



White document with illegible text.

Pink document with illegible text.

STOP WORK ORDER

665 WOODCREST DRIVE

IT IS A MISDEMEANOR TO CONTINUE WORK UNTIL FURTHER NOTICE

AN INSPECTION OF THIS PROPERTY HAS INDICATED THAT IT IS IN VIOLATION OF TOWN ORDINANCE AS INDICATED BELOW. ALL WORK IS ORDERED TO STOP UNTIL THE CORRECTIVE ACTION INDICATED BELOW IS PERFORMED.

COMMENTS: Building Ordinance 14-07 & Minimum Urban Standards Ordinance 02-10 - Submit plans and obtain proper permits, no person can inhabit this structure until authorized by the Town.

TOWN OF LAKEWOOD VILLAGE, TEXAS

972-294-5555

DATE POSTED: 11/06/14 Town Representative: _____

THIS ORDER CAN ONLY BE REMOVED BY AN AUTHORIZED AGENT OF
THE TOWN OF LAKEWOOD VILLAGE.





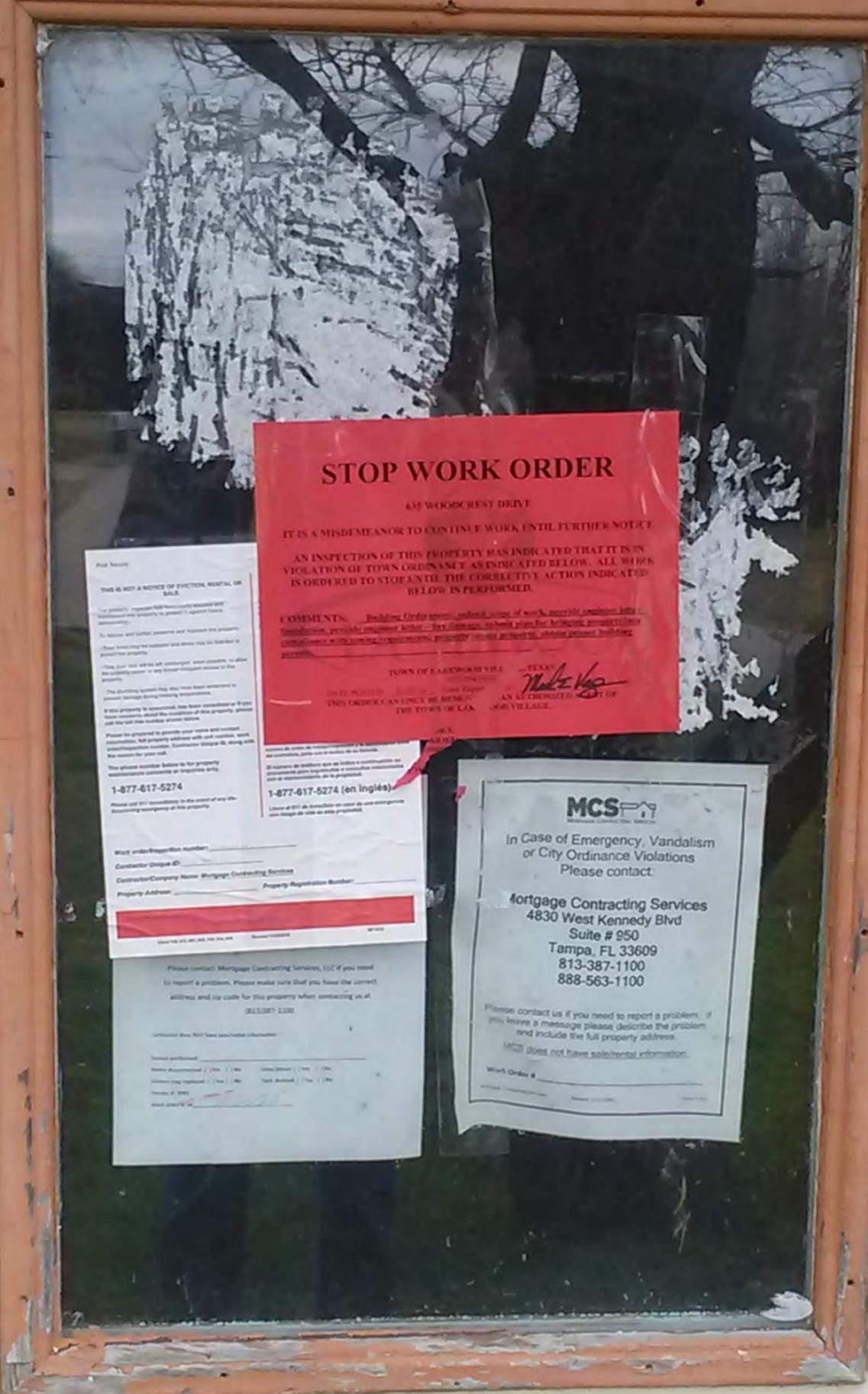






PROPERTY SIGN IN SHEET

NAME	DATE
K. Smith - (Drill) ✓	7-01-2014 3:51 / 4:00
T. Smith - PDS	8-5-14
Fernando Esquivel	12-06-14- 13:05
Don PDS	1-1-15
Don PDS -	5-29-15
Don PDS	8-26-15
Mauro GO	10/22/15
Mauro GTS	11/17/15
Mauro GD	12/18/15
Mauro PDS	5/17/16 12:40 - 12:50



STOP WORK ORDER
 AT WOODCREST DRIVE
 IT IS A MISDEMEANOR TO CONTINUE WORK UNTIL FURTHER NOTICE
 AN INSPECTION OF THIS PROPERTY HAS INDICATED THAT IT IS IN VIOLATION OF TOWN ORDINANCE AS INDICATED BELOW. ALL WORK IS ORDERED TO STOP UNTIL THE CORRECTIVE ACTION INDICATED BELOW IS PERFORMED.

COMMENTS: Building Order #_____ indicates scope of work, specific violations, date of inspection, provide engineer letter. For details on building plans for building, construction compliance with zoning regulations, properly identify project, address, project building permit.

TOWN OF LAKEWOOD VILLAGE, TEXAS
 AN AUTHORIZED OFFICER OF THE TOWN OF LAKEWOOD VILLAGE

THIS IS NOT A NOTICE OF EVICTION, RENTAL OR SALE

The property manager will not be responsible for any damage to the property or its contents. The property manager will not be responsible for any damage to the property or its contents. The property manager will not be responsible for any damage to the property or its contents.

1-877-617-5274

Work order/Request Number: _____
 Contractor Unique ID: _____
 Contractor/Company Name: Mortgage Contracting Services
 Property Address: _____
 Property Registration Number: _____

MCS
 Mortgage Contracting Services, LLC

In Case of Emergency, Vandalism or City Ordinance Violations Please contact:

Mortgage Contracting Services
 4830 West Kennedy Blvd
 Suite # 950
 Tampa, FL 33609
 813-387-1100
 888-563-1100

Please contact us if you need to report a problem. If you leave a message please describe the problem and include the full property address.

MCS does not have sales/rental information.

Work Order # _____

565

STOP WORK ORDER

635 WOODCREST DRIVE

IT IS A MISDEMEANOR TO CONTINUE WORK UNTIL FURTHER NOTICE

AN INSPECTION OF THIS PROPERTY HAS INDICATED THAT IT IS IN VIOLATION OF TOWN ORDINANCE AS INDICATED BELOW. ALL WORK IS ORDERED TO STOP UNTIL THE CORRECTIVE ACTION INDICATED BELOW IS PERFORMED.

COMMENTS: Building Ordinances: submit scope of work, provide engineer letter - foundation, provide engineer letter - fire damage, submit plan for bringing property into compliance with zoning requirements, properly secure property, obtain proper building permits.

TOWN OF LAKEWOOD VILL, TEXAS
972-294-5555

DATE POSTED: 02/22/16 Town Rep: *Mark V...*
THIS ORDER CAN ONLY BE REMOVED BY AN AUTHORIZED AGENT OF THE TOWN OF LAKEWOOD VILLAGE.

Post Secure

THIS IS NOT A NOTICE OF EVICTION, RENTAL OR SALE.

The property inspector has temporarily secured and maintained this property to protect it against future deterioration.

To secure and further preserve and maintain the property:

Door locks may be replaced and doors may be boarded to protect the property.

One door lock will be left unchanged, when possible, to allow the property owner or any former occupant access to the property.

The plumbing system may also have been winterized to prevent damage during freezing temperatures.

If this property is unsecured, has been vandalized or if you have concerns about the condition of this property, please call the toll free number shown below.

Please be prepared to provide your name and contact information, full property address with unit number, work order/inspection number, Contractor Unique ID, along with the reason for your call.

The phone number below is for property maintenance concerns or inquiries only.

1-877-617-5274

Please call 911 immediately in the event of any life-threatening emergency at this property.

Work order/inspection number: _____

Contractor Unique ID: _____

Contractor/Company Name: Mortgage Contracting Services

Property Address: _____ Property Registration Number: _____

Client 106, 412, 891, 898, 708, 704, 828

Revised 11/20/2014

MP 1913

Please contact Mortgage Contracting Services, LLC if you need to report a problem. Please make sure that you have the correct address and zip code for this property when contacting us at (813)387-1100.

Contractor does NOT have sale/rental information.

Service performed: _____

Meter disconnected: Yes No Lines blown: Yes No

Kitchen trap replaced: Yes No Tank drained: Yes No

Vendor #: 3991

Work order #: 158 20 22

MCS
MORTGAGE CONTRACTING SERVICES

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or City Ordinance Violations
Please contact:

Mortgage Contracting Services
4830 West Kennedy Blvd
Suite # 950
Tampa, FL 33609
813-387-1100
888-563-1100

Please contact us if you need to report a problem. If you leave a message please describe the problem and include the full property address.
MCS does not have sale/rental information.

Work Order # _____

Revised 11/17/2011

Form # 334



MEMORANDUM

TO: Town Council
FROM: Linda Asbell, TRMC, Town Secretary
DATE: March 4, 2016
RE: Agenda Item F6 – Appointments to the Municipal Development Board

Current MDD Board Members

Place #1

Dan Tantalo, President
Original Appointment: 09/2012
Expires: 06/2017

Place #2

Dave Batchelder
Original Appointment: 01/2016
Expires: 06/2018

Place #3

Linda Louden
Original Appointment: 01/2016
Expires 06/2017

Place #4

Ed Reed, Vice President
Original Appointment: 10/2013
Expires: 06/2016

Place #5

Linda Asbell, Secretary
Original Appointment: 04/2013
Expires: 06/2017

Place #6

Vacant

Place #7

Vacant

Place #8

Vacant

The Municipal Development Boards is required to maintain a minimum of 4 board members. Mr. Bernd Mueller and Mr. Eric Farage have expressed interest in serving on the MDD. I recommend they both be appointed to the board.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement"), effective as of the 10th day of April, 2014, (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 LandPlan Development Corp., a Texas corporation and affiliate of 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 78 acres of land situated in the Town that the Company desires to develop, commonly known as the "Lakewood Estates" project, which land is described on Exhibit "A" attached hereto (the "Property"); and

WHEREAS, the Town and Company hereby recognize and agree that the Property will have a significant impact on the Town and the Company seeks to finance public improvements through assessments levied by the Town within a public improvement district that includes the Property (the "PID Financing"); 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) approximate costs of which are 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, 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 \$100.00 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 on at least a bi-monthly basis to review the current status of the Scope of Work and may mutually agree to adjust same. The Company may request more frequent updates from the professional consultants ("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 (whether or not PID Financing is ever finalized). 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 detailed billing statement of all Professional Services rendered in accordance with this Agreement, including invoices for Professional Services rendered prior to the Effective Date.

(b) Within five (5) business days after full execution of this Agreement, the Company shall deliver \$50,000.00 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 shall not be responsible for payment of Professional Services exceeding \$50,000.00 without the Company's express written consent. 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.

(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

including, but not limited to, any documents or agreements related to the PID Financing; 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 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 which are not specifically released above are hereby assigned in full to the Town.
- (b) The Town forever releases and discharges the Company 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 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 EFFECT 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 in connection with the PID Financing and related development, and this Agreement supersedes all prior professional services agreements between the parties.

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:

LandPlan Development Corp.
5400 Dallas Parkway
Frisco, Texas 75034
Attn.: Jim Williams, Jr., President

TOWN:

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

with copies to:

Wm. Andrew Messer
Messer, Rockefeller & Fort
6351 Preston Road
Suite 350
Frisco, Texas 75034
972-688-6400 (telephone)
972-668-6414 (fax)

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 or 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
Approved by the Town Council by a vote of 5 ayes
and 0 naves on April 10, 2014

By: [Signature]
Name: Mike Schnittker
Its: Mayor

ATTEST:

[Signature]
Linda Asbell, TRMC, Town Secretary

APPROVED AS TO FORM:

Wm. Andrew Messer, Town Attorney



COMPANY

LANDPLAN DEVELOPMENT CORP.

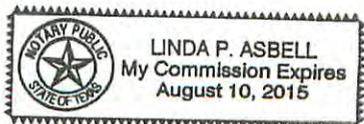
By: [Signature]
Jim Williams, Jr., President

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the 18th day of June, 2014, by **Mike Schnittker**, Mayor of the Town of Lakewood Village.



[Signature]
(Signature of Notary)

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the 8th day of May, 2014, by Jim Williams, Jr., President of LandPlan Development Corp., a Texas corporation, on behalf of said corporation.



Kristi Walls
(Signature of Notary)

Kristi Walls
Notary Public, State of Texas

EXHIBIT "A"
PROPERTY DESCRIPTION AND MAP

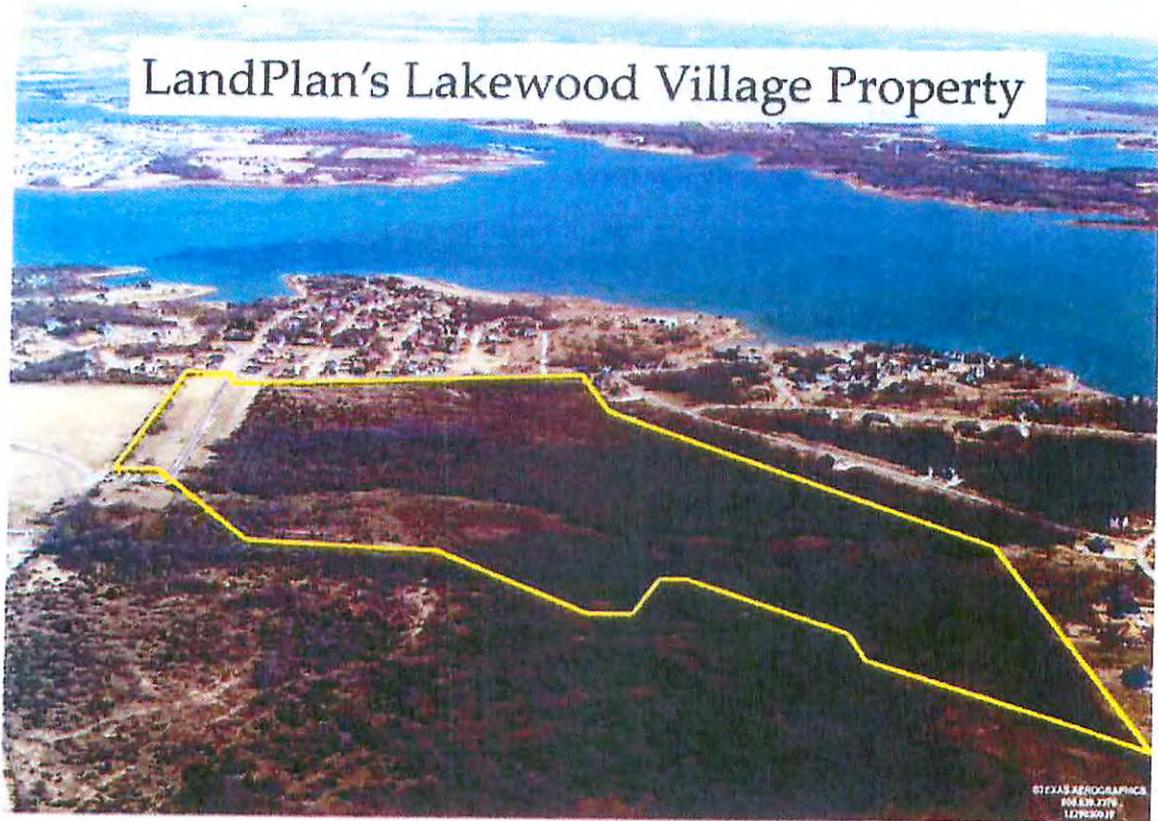


EXHIBIT "A"

BEING a 77.89 acre tract of land situated in the C.C. Dickson Survey, Abstract Number 339, the William H. Dickson Survey, Abstract Number 336, the Benjamin C. Shahan Survey, Abstract Number 1169, the William Loflin Survey Abstract Number 750, and the William H. Pea Survey, Abstract Number 1044, in the City of Lakewood Village, Denton County, Texas and being more particularly described as follows:

BEGINNING at a set iron rod at the Northwest corner of Lakewood Village, Second Section, in Denton County, Texas, according to the plat thereof recorded in Volume 7, Page 1 of the Plat Records of Denton County, Texas;

THENCE South 03 degrees 25 minutes 31 seconds East, along the West line of said addition, a distance of 145.46 feet to a found ½ inch iron rod;

THENCE South 87 degrees 08 minutes 47 seconds West, for 30.03 feet to a found ½ inch iron rod in the west line of Highridge Drive;

THENCE South 00 degrees 11 minutes 51 seconds East, along said West line for 332.89 feet to a found ½ inch iron rod;

THENCE South 18 degrees 29 minutes 00 seconds East for 986.97 feet to a found ½ inch iron rod at the point of curvature of a curve to the right whose chord bears South 15 degrees 23 minutes 56 seconds East for a 44.67 feet and having a central angle of 02 degrees 36 minutes 00 seconds a tangent length of 22.34 feet and a radius of 984.43 feet;

THENCE Southeasterly along said curve for an arc length of 44.67 feet to a found ½ inch iron rod at the Northeast corner of the Shores of Lakewood Village Section 5, Phase 3 as recorded in Cabinet L, Page 273 of the Plat records of Denton County, Texas;

THENCE North 89 degrees 19 minutes 57 seconds West leaving said West line of Highridge Drive and along the North line of said Shores of Lakewood Village for 534.03 feet to a found ½ inch iron rod;

THENCE South 44 degrees 43 minutes 46 seconds West, continuing along said North line for 1769.67 feet to a found ½ inch iron rod;

THENCE South 89 degrees 21 minutes 16 seconds West continuing along said North line for 1099.10 feet to a found concrete monument in the East line of Garza-Little Elm Reservoir;

THENCE North 49 degrees 42 minutes 30 seconds East along said East line for 42.91 feet to a found concrete monument;

THENCE North 66 degrees 24 minutes 25 seconds East along said East line for 392.32 feet to a set ½ inch iron rod;

THENCE North 36 degrees 29 minutes 24 seconds East continuing along said East line for 187.22 feet to a found ½ inch iron rod;

THENCE North 75 degrees 43 minutes 24 seconds East for 119.53 feet to a found concrete monument;

THENCE North 34 degrees 26 minutes 24 seconds East for 350.76 feet to a found concrete monument;

THENCE North 00 degrees 11 minutes 06 seconds West for 86.57 feet to a set ½ inch iron rod;

THENCE North 74 degrees 02 minutes 43 seconds West, a distance of 144.89 feet to a set ½ inch iron rod;

THENCE North 00 degrees 14 minutes 36 seconds West for 54.96 feet to a set ½ inch iron rod;

THENCE North 44 degrees 44 minutes 24 seconds East leaving said East line of Garza-Little Elm Reservoir for 590.32 feet;

THENCE North 00 degrees 17 minutes 11 seconds West for 844.66 feet to a set ½ inch iron rod;

THENCE North 44 degrees 21 minutes 38 seconds East for 585.57 feet to a set ½ inch iron rod;

THENCE North 00 degrees 14 minutes 57 seconds for 119.32 feet to a set ½ inch iron rod;

File No. 417436-X-34

Policy No. 27-34-93-30920

EXHIBIT "A" - Continued

THENCE North 89 degrees 10 minutes 33 seconds East for 391.40 feet to a found ¼ inch iron rod;

THENCE North 01 degrees 01 minutes 06 seconds West, a distance of 40.53 feet to a found ¼ inch iron rod;

THENCE North 87 degrees 10 minutes 54 seconds East for 499.62 feet to a found ¼ inch iron rod;

THENCE North 85 degrees 40 minutes 28 seconds East for 186.55 feet to the POINT OF BEGINNING and CONTAINING 3,393,104 square feet or 77.89 acres of land, more or less.

NOTE: THE COMPANY DOES NOT REPRESENT THAT THE ACREAGE AND/OR SQUARE FOOTAGE CALCULATIONS ARE CORRECT.

EXHIBIT "B"
SCOPE OF WORK

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

EXHIBIT "C"
TOWN CONSULTANTS

Town's Attorney Billing Rate \$225 per hour for principal or senior associate-; \$175 per hour for associates; \$85 per hour for paralegals

Town Bond Attorney Billing Rate \$790 per hour for principal or other partners; \$450 per hour for associates for upfront district creation and review of development documents. Bond issuance costs will be separate.

Town Financial Advisor Senior Vice President \$350 per hour; Vice President \$300 per hour; Assistant Vice President/Associate \$125

Town Engineer

Hourly Rates by Position	
<i>Position</i>	<i>Hourly Rate</i>
Engineer/Senior Planner (P.E./APA)	\$125 - 245
Senior Environmental Scientist	\$140 - 245
Senior Landscape Architect	\$130 - 245
Planner/Engineer (EIT)	\$100 - 170
Environmental Scientist	\$70 - 245
GIS Analyst	\$55 - 175
CAD Technician	\$60 - 160
Clerical	\$70 - 135

**TOWN OF LAKEWOOD VILLAGE, TEXAS
ORDINANCE NO. 16-XX**

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS REGARDING SANITATION AND POLLUTION CONTROL OF THE AREAS IN PROXIMITY TO THE TOWN'S PUBLIC WATER SUPPLY WELLS INSIDE THE CORPORATE LIMITS OF THE TOWN OF LAKEWOOD VILLAGE AND INSIDE THE LIMITS OF THE LAKEWOOD VILLAGE EXTRA TERRITORIAL JURISDICTION; ESTABLISHING A BUFFER ZONE IN THE AREAS IN PROXIMITY OF THE MUNICIPAL WASTEWATER PLANT; PROVIDING FOR DEFINITIONS; PROHIBITED ACTIVITIES; PROVIDING RIGHT OF ENTRY; PROVIDING REPEAL CLAUSE; PROVIDING FOR AN ENFORCEMENT PENALTY; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of Lakewood Village, Texas (the "Town") owns and operates water supply facilities within the Town and the Town's Extra Territorial Jurisdiction, including water wells and related facilities ("Wells") which provide potable water to the customers of the water systems; and

WHEREAS, maintenance of sanitary conditions around such Wells is vital to the protection of the Wells and to the protection of the health and safety of the customers of the water systems, the Town Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around the Wells; and

WHEREAS, Texas State regulations require a buffer zone surrounding a municipal wastewater plant, the Town Council deems it necessary and proper to establish rules and regulations governing the control of this buffer zone.

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

SECTION 1. PURPOSE

- A. This ordinance sets forth uniform requirements for the uses and the construction of facilities in or on land within one hundred fifty feet (150') of the Town owned or Town operated Wells to promote sanitary conditions in and around such Wells, to secure all such land from pollution hazards, and to enable the Town to comply with all applicable state and local regulations.
- B. The objective of this Ordinance is to prevent certain uses and construction of facilities in or on land surrounding the Wells, which might create a danger of pollution to the water produced from such Wells.

- C. The objective of this Ordinance is to prevent construction of residential facilities in or on land contained within one hundred fifty feet of the Town wastewater plant.

SECTION 2. DEFINITIONS

Unless the context requires otherwise, the following terms and phrases, as used in this Ordinance, shall have the meanings hereafter designated:

Town Council shall mean the Town Council of the Town of Lakewood Village, Texas.

Town shall mean the Town of Lakewood Village, Texas.

Ordinance shall mean this Ordinance Establishing Rules and Regulations Regarding Sanitary and Pollution control of the Area in Proximity to the Town's Public Water Supply Wells and Wastewater Plant

Person shall mean any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or any other legal entity, or its legal representatives, agents, successors or assigns.

Wastewater Plant shall mean any treatment facilities or components of the facilities operated to treat wastewater owned and/or operated by the Town.

Wells shall mean any water wells and related facilities owned and/or operated by the Town.

SECTION 3. PROHIBITED ACTIVITIES

The following activities are prohibited within the designated areas of land surrounding the Wells:

- A. Construction and/or operation of underground petroleum and/or chemical storage tanks and liquid transmission pipelines, stock pens, feedlots, dump grounds, privies, cesspools, septic tank, sewage treatment drain fields, absorption beds, evapotranspiration beds, improperly constructed water wells of any depth, and all other construction or operation that could create an insanitary condition is prohibited within, upon, or across all areas of land within a 150-foot radius of the Wells. For the purpose of this Ordinance, "improperly constructed water wells" are those wells which do not meet the surface and subsurface construction standards for a public water supply well.
- B. Construction of tile or concrete sanitary sewers, sewer appurtenances, septic tanks, storm sewers, and cemeteries is specifically prohibited within, upon, or across any area of land within a 150-foot radius of the Wells.

- C. Construction of homes or buildings upon any area of land within 150-foot radius of the Wells is permitted, provided the restrictions described in items A and B above are met.
- D. Normal farming and ranching operations are not prohibited by this Ordinance provided; however, livestock shall not be allowed within a 150-foot radius of the Wells.
- E. Construction of homes or buildings upon any area of land within 150-foot radius of the Town wastewater plant is prohibited.

SECTION 4. RIGHT OF ENTRY

Town employees, or authorized representatives of the Town, bearing proper credentials and identification, shall be permitted to immediately enter upon any premises located within a 150-foot radius of any well or wastewater plant to conduct any inspection or observation necessary to enforce this Ordinance.

SECTION 5. REPEAL CLAUSE

That all ordinances that are in conflict with the provisions of this ordinance be, 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.

SECTION 6. ENFORCEMENT PENALTY

Any person violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction thereof shall be subject to a fine in a sum not to exceed Two Thousand Dollars (\$2,000.00) for each offense and a separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

SECTION 7. SUPERSEDING REGULATION OR STATUE

Whenever any applicable statute, regulation, or permit of any state, federal, or other agency, having jurisdiction over the subject matter of this Ordinance, is in conflict herewith, the stricter requirement shall apply, unless mandated otherwise.

SECTION 8. SEVERABILITY CLAUSE

The provisions of this Ordinance are severable, and if any section, article, paragraph, sentence, clause, phrase or word in this Ordinance or application thereof to any person or circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this Ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE

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

PASSED AND APPROVED by Town Council on this 10th day of March, 2016.

Dr. Mark E. Vargus
MAYOR

ATTEST:

Linda Asbell, TRMC
Town Secretary

TCEQ EXIT INTERVIEW FORM: Potential Violations and/or Records Requested

Regulated Entity/Site Name		Rocky Point Water System		TCEQ Add. ID No. RN No. (optional)	0610070
Investigation Type	CCI	Contact Made In-House (Y/N)	Y	Purpose of Investigation	Routine
Regulated Entity Contact	Mark Patterson		Telephone No.	Date Contacted	
Title	Operator		Fax No.	Date Faxed	

NOTICE: The information provided in this form is intended to provide clarity to issues that have arisen during the investigation process between the TCEQ and the regulated entity named above and *does not represent final TCEQ findings related to violations*. Any potential or alleged violations discovered after the date on this form will be communicated by telephone to the regulated entity representative prior to the issuance of a notice of violation or enforcement. Conclusions drawn from this investigation, including additional violations or potential violations discovered (if any) during the course of this investigation, will be documented in a final investigation report.

No.	Type ¹	Rule Citation (if known)	Description of Issue
1	AV	30 TAC 290	Failure to maintain a distribution map.
2	AV	30 TAC 290	Failure to calibrate the flow meter once every 3 years.
3	AV	30 TAC 290	Failure to provide a ground storage tank that meets AWWA standards.
4	PV	30 TAC 290	Failure to provide a well vent.
5	RR		Please provide a copy of the plant operations manual within 14 days.

¹Issue Type Can Be One or More of: AV (Alleged Violation), PV (Potential Violation), O (Other), or RR (Records Request)

Did the TCEQ document the regulated entity named above operating without proper authorization?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Did the investigator advise the regulated entity representative that continued operation is not authorized?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Document Acknowledgment. Signature on this document establishes only that the regulated entity (company) representative received a copy of this document and associated continuation pages on the date noted. If contact was made by telephone, document will be faxed to regulated entity; therefore, signature not required.

Investigator Name (Signed & Printed)	Date	Regulated Entity Representative Name (Signed & Printed)	Date
Crystal D. Watkins	3/13/16	Mark Patterson	3/13/16



MEMORANDUM

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

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

MDD Objectives

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

EDC Objectives

1. Town Improvements
 - Eldorado entrance
 - Town Hall

I look forward to your comments;



MEMORANDUM

TO: Town Council
CC: Linda Asbell
FROM: Dr. Mark E. Vargus, Mayor
DATE: March 4, 2016
RE: Asset transfers from LWV to MDD

1. THERE ARE NUMEROUS ways we can allocate the lump sum \$10,000 purchase price of the water equipment that we will be purchasing. Given that there is no readily available secondary market for prices of the used water equipment, I believe the simplest method is to use the replacement costs. I have researched the various replacement costs for the assets we will be acquiring from Mustang (50,000 and 30,000 gallon storage tanks, and the 6000 gallon pressure tank). The estimated current costs of the two ground storage tanks and the pressure tank is \$134,620. The proportionate costs of the individual items are:

50,000 gallon storage tank = 52% ;
30,000 gallon storage tank = 31%;
6,000 gallon pressure tank = 17%.

So, to keep things simple, the Town will pay 70% or \$7,000 of the total purchase price, while the MDD will pay \$3,000 or 30% for the 30,000 gallon tank.

The transportation and assembly charges will be directly charged to each system as it relates to their specific components. Similarly, the site preparation costs will be paid by each system.

2. THE LWV 3000 gallon pressure tank which is now surplus, must be moved to accommodate the new pressure tank. I propose it be transferred to the Rocky Point Water System (RPWS). The RPWS is not in TCEQ compliance with their current pressure tanks - they must have additional storage. The cost of the town's recent 10,000 gallon pressure tank was \$37,700 or \$3.77 per gallon. To be compliant and have a sufficient safety margin, the RPWS needs to have at least 800 gallons of pressure tank storage. **Thus I propose that the price the Town will charge the RPWS for the 3000 gallon pressure tank will be 800 x 3.77 or \$3,000.**

Thus, the RPWS will pay for what they need, and will get the additional capacity at no additional cost. This seems fair to both the town and RP who don't need the whole 3000 gallons and shouldn't have to pay for it. It allows the town to meet its fiduciary duty while disposing of surplus equipment in an efficient and timely manner as we relocate the new tanks.

We are only going to move these tanks once – they require a large crane and much logistical support. It is time critical that the council discuss this issue so that we can implement the plan.

I look forward to your comments;

Client: Town of Lakewood Village	Date: 3/4/2016
Project: Melody and Carrie Lane Chip-Seal Rehabilitation	Prepared By: SAW
KHA No.: 064487101	Checked By: TLS

Title: Chip-Seal Repair (1-Course Application) - Melody & Carrie Lane	Sheet: 1 of 3
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 15,000	\$15,000
*2	Pulverize / Mix existing Chip-Seal paving, water, and compact road	3,347	SY	\$ 7.00	\$23,431
3	Install One Course Chip - Seal (TXDOT Grade 4 Rock)	13,389	SY	\$ 4.50	\$60,251
4	Additional Flex Base (if needed)	400	CY	\$ 50	\$20,000
Basis for Cost Projection:				Subtotal:	\$120,000
<input type="checkbox"/> No Design Completed <input checked="" type="checkbox"/> Preliminary Design <input type="checkbox"/> Final Design				Conting. (%,+/-) 15	\$20,000
				Total:	\$140,000

* Item No. 2 assumes that 30% of the existing road will have to be removed and the subgrade repaired. This number is approximate. Exact extents will be determined if this option is selected.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Client: Town of Lakewood Village	Date: 3/4/2016
Project: Melody and Carrie Lane Chip-Seal Rehabilitation	Prepared By: SAW
KHA No.: 064487101	Checked By: TLS

Title: Chip-Seal Repair (2-Course Applicaton)- Melody & Carrie Lane	Sheet: 2 of 3
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 15,000	\$15,000
*2	Pulverize / Mix existing Chip-Seal paving, water, and compact road	3,347	SY	\$ 7.00	\$23,431
3	Install Two Course Chip - Seal (TXDOT Grade 4 Rock)	13,389	SY	\$ 8.00	\$107,112
4	Additional Flex Base (if needed)	400	CY	\$ 50	\$20,000

Basis for Cost Projection:

- No Design Completed
- Preliminary Design
- Final Design

Subtotal:		\$170,000
Conting. (%,+/-)	15	\$30,000
Total:		\$200,000

* Item No. 2 assumes that 30% of the existing road will have to be removed and the subgrade repaired. This number is approximate. Exact extents will be determined if this option is selected.

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.

Client: Town of Lakewood Village	Date: 3/4/2016
Project: Melody and Carrie Lane Chip-Seal Rehabilitation	Prepared By: SAW
KHA No.: 064487101	Checked By: TLS

Title: Future Concrete Roads - Melody & Carrie Lane	Sheet: 3 of 3
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Item No.	Item Description	Quantity	Unit	Unit Price	Item Cost
1	Mobilization	1	LS	\$ 60,000	\$60,000
2	Pulverize / Mix existing Chip-Seal paving, water, and compact road	13,389	SY	\$ 6.25	\$83,681
3	Install 6" Concrete Reinforced Streets (No Curb)	13,389	SY	\$ 40.00	\$535,560
4	Additional Flex Base (if needed)	400	CY	\$ 40	\$16,000

Basis for Cost Projection:

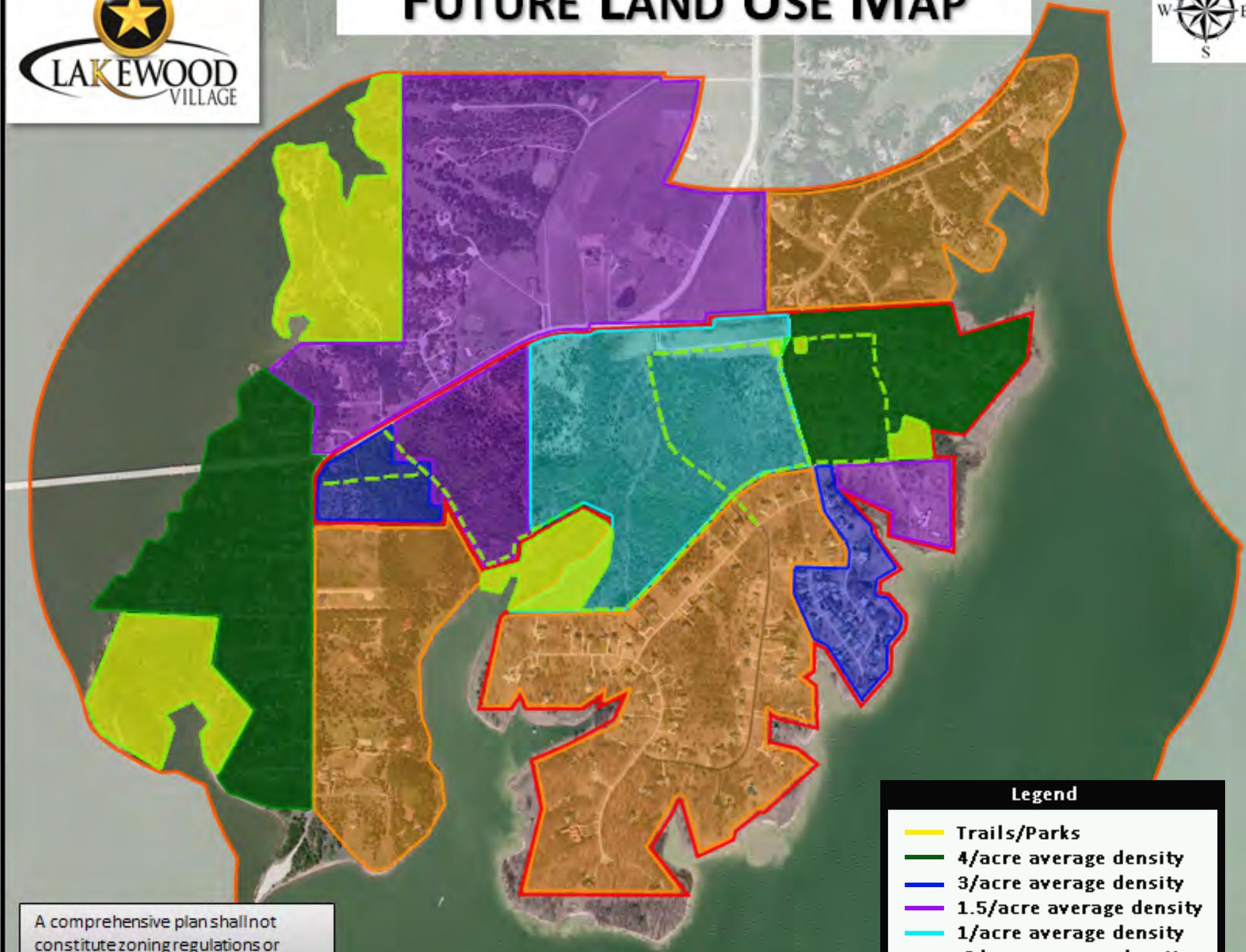
- No Design Completed
- Preliminary Design
- Final Design

Subtotal:		\$700,000
Conting. (%,+/-)	15	\$110,000
Total:		\$810,000

The Engineer has no control over the cost of labor, materials, equipment, or over the Contractor's methods of determining prices or over competitive bidding or market conditions. Opinions of probable construction costs provided herein are based on the information known to Engineer at this time and represent only the Engineer's judgment as a design professional familiar with the construction industry. The Engineer cannot and does not guarantee that proposals, bids, or actual construction costs will not vary from its opinions of probable costs.



FUTURE LAND USE MAP



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

Legend	
	Trails/Parks
	4/acre average density
	3/acre average density
	1.5/acre average density
	1/acre average density
	.8/acre average density

