



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

**TOWN COUNCIL MEETING
OCTOBER 06, 2011 7:00 P.M.**

REGULAR SESSION – AGENDA

Call to Order and Announce a Quorum is Present

A. PLEDGE TO THE FLAG: Mayor Schnittker

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 can be taken on these items at this meeting.

C. CONSENT AGENDA: All of the items on the Consent Agenda are considered to be self-explanatory and will be enacted with one motion. There will be no separate discussion of these items unless a Council Member or citizen so request. For a citizen to request removal of an item from the Consent Agenda, a speaker card must be filled out and submitted to the Town Secretary prior to the call to order.

1. Minutes of September 8, 2011 Council Meeting
2. Interlocal Agreement with Denton County for Property Tax Collection
3. Sanitary Easement / Buffer Zone Ordinance

D. REGULAR AGENDA:

1. Consideration of Stop Sign Ordinance
2. Consideration of Ordinance Establishing Speed Limits

E. EXECUTIVE SESSION: Recess into executive session in compliance with Section 551.072, Texas Government Code to wit: Deliberations on Acquisition of Real Property

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

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

H. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice before 7:00 p.m. on Monday, October 3, 2011.

Linda Asbell, Town Secretary

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

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

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

LAKWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

SEPTEMBER 8, 2011

Council Members:

Mike Schnittker, Mayor
Dr. Mark Vargus, Mayor Pro-Tem
Ken Guthrie
Harold Wood
Carl Menckhoff, M.D.
Dave Getka

Town Staff:

Linda Asbell, Town Secretary

REGULAR SESSION - 7:00 P.M.

With a quorum of the Council Members present, Mayor Schnittker called the Town Council to order at 7:03 p.m. on Thursday, September 8, 2011, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG

(Agenda Item A)

Officers of American Legion Post 182 led the pledge of allegiance

PROCLAMATION:

(Agenda Item B)

Mayor Schnittker reported that Sunday, September 11 at 7:30am the American Legion is hosting a Patriot's Day Ceremony. Mayor Schnittker requested that everyone attend

1. A proclamation designating Constitution Week – Donna Adamo, Preston Ridge Chapter of the Daughters of the American Revolution, accepted the proclamation presented by Mayor Schnittker and thanked the Town Council for their faithful support and recognition of Constitution Week.
2. A proclamation recognizing Patriot Day – Bill Roebken, Judge Advocate for American Legion Post 182 accepted the proclamation presented by Mayor Schnittker on behalf of the officers of the American Legion.

VISITOR/CITIZENS FORUM:

(Agenda Item C)

No one requested to speak.

PUBLIC HEARING: **(Agenda Item D)**

A public hearing was held to provide an opportunity for citizen comment on the proposed property tax rated of \$0.25/\$100. Mayor Schnittker opened the public hearing at 7:03 p.m.

Mr. Clint Bushong, 331 Lakecrest, asked the current and the proposed tax rate. Mayor Schnittker reported it has not increased from \$0.25/\$100 since the Town's incorporation.

MOTION: Upon a motion made by Councilman Getka and seconded by Councilman Menckhoff the Council voted five (5) "ayes" and no (0) "nays" to close the public hearing at 7:04 p.m.. The motion carried.

CONSENT AGENDA: **(Agenda Item E)**

1. Ordinance adopting the 2011 Property Tax Rate of \$0.25/\$100
2. Ratification of Ordinance Adopting the Fiscal Year 2011-2012 Budget
3. Minutes of August 11, 2011 Council Meeting

MOTION: Upon a motion made by Mayor Pro-Tem Vargus and seconded by Councilman Getka the Council voted five (5) "ayes" and no (0) "nays" to approve the consent items as discussed. The motion carried.

REGULAR AGENDA: **(Agenda Item F)**

Discussion of Electric Quality Concerns **(Agenda Item F.1)**

Mayor Pro-Tem Vargus reported on a meeting he held with CoServ on the payment of the bills of approximately \$27,000 related to correcting the electrical problems. The agreement between CoServ and Lakewood Village was if the problem was found to be with CoServ, either equipment or quality of power delivered, they would pay the bill and if the problem was with Lakewood Village's equipment Lakewood Village would pay the bills. CoServ provided Mayor Pro-Tem Vargus with a report that showed that CoServ was within their self-defined boundaries. There was discussion on the unbalance tolerance settings on Lakewood Village's equipment. CoServ reported they lowered the voltage and made some minor adjustments. Mayor Schnittker stated that the Town took the water plant off CoServ power and used power from a generator with no problems. CoServ, in the meantime, made adjustments. After the adjustments were made Lakewood Village put the water plant back on CoServ power and has experienced no problems. Mayor Schnittker stated that demonstrates to him the problem was with CoServ power. Despite the agreement that CoServ would cover the cost, CoServ stated they would only cover one-half of the outstanding invoices. There was some discussion about installing a "quick-connect" for generator power. There was some discussion about the payment of the outstanding bills for the generator and Scarborough Engineering. Councilman Getka expressed his thanks for

Mayor Schnittker and Mayor Pro-Tem Vargus for handling this issue which had burdened the town for a number of years.

**Consideration of Adoption of Residential
Code Ordinance**

(Agenda Item F.2)

Mayor Pro-Tem Vargus reviewed the changes proposed to clean-up this ordinance. Mayor Schnittker reviewed the driveway thickness change. There was some discussion on the changes proposed in this ordinance versus the changes discussed several months ago. There was some discussion on the driveway thickness and the reason to change from six inches to four inches. Councilman Getka expressed concern about reducing the required thickness and the need for heavy propane delivery trucks to drive on the driveway. Mayor Pro-Tem Vargus reviewed the proposed language for variances. Councilman Guthrie stated that he would prefer to review this ordinance and vote on it at the next meeting. There was some discussion about passing the changes at this council meeting or reviewing the ordinance and considering it at the meeting next month.

MOTION: Upon a motion made by Councilman Getka and seconded by Mayor Pro-Tem Vargus the Council voted three (3) “ayes” and two (2) “nays” (Councilman Wood, and Councilman Guthrie) to approve the ordinance as proposed. The motion carried.

**Discussion of Capital Expenditures for Fiscal
Year 2010-2011**

(Agenda Item F.3)

Mayor Pro-Tem Vargus reviewed the capital expenditures for the year, stressing the expenditures are a reinvestment in the infrastructure of the Town. Mayor Schnittker reviewed the water line work performed at the water plant including the installation of valves which now allow for shutoff isolation to make repairs and the increase of water pressure. There was some discussion about the road paving and the possibility that the County will be unable to provide paving to the Town until late in the paving season, if at all. Councilman Getka requested some of this information be included in the next Mayor’s letter.

EXECUTIVE SESSION

(Agenda Item G)

In accordance with Texas Government Code § 551.072 - Deliberations about Real Property, and Texas Government Code § 551-074 - Personnel Matters - Appointment of a Municipal Judge

Mayor Schnittker stated there was nothing to discuss relating to real property and he believes the appointment of a Municipal Judge can be discussed in open session.

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REGULAR SESSION
SEPTEMBER 11, 2011**

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Mayor Schnittker reported that he has reviewed the resumes submitted and has made his decision on who he would like to appoint. Mayor Schnittker and Mayor Pro-Tem Vargus both reported agreement with the staff recommendation of Greg Bertrand . Councilman Menckhoff stated that he agrees with the staff recommendation of Greg Bertrand. Councilman Menckhoff reported that he was very impressed with Mr. Bertrand's education and qualifications.

RECONVENE:

(Agenda Item H)

MOTION: Upon a motion made by Councilman Menckhoff and seconded by Councilman Wood the Council voted five (5) “ayes” and no (0) “nays” to appoint Greg Bertrand as the Town of Lakewood Village Municipal Judge. The motion carried.

COUNCIL AND STAFF COMMENTS:

(Agenda Item I)

Councilman Wood, and Mayor Pro-Tem Vargus both reported they would be out of town for the October Council Meeting.

ADJOURNMENT

(Agenda Item G)

MOTION: Upon a motion made by Councilman Getka and seconded by Mayor Pro-Tem Vargus the Council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Session of the Lakewood Village Town Council at 8:02 on Thursday, September 8, 2011. The motion carried.

These minutes approved by the Lakewood Village Town Council on the 8th day of September, 2011

APPROVED

Mike Schnittker
MAYOR

ATTEST:

Linda Asbell
TOWN SECRETARY

INTERLOCAL COOPERATION AGREEMENT - TAX COLLECTION

THIS AGREEMENT is made and entered into this _____ day of _____ 2011, by and between **DENTON COUNTY**, a political subdivision of the State of Texas, hereinafter referred to as "**COUNTY**," and, the **City/Town of LAKEWOOD VILLAGE**, Denton County, Texas, also a political subdivision of the State of Texas, hereinafter referred to as "**MUNICIPALITY**."

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

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

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

I.

The effective date of this Agreement shall be the 1st day of October, 2011. The term of this Agreement shall be for a period of one year, from October 1, 2011, to and through September 30, 2012. This Agreement shall be automatically renewed for an additional one (1) year term at the discretion of the **COUNTY** and **MUNICIPALITY**, unless written notice of termination is provided by the terminating party to the other party prior to one hundred-fifty (150) days of the expiration date of the current term of the Agreement.

II.

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

1. **COUNTY**, by and through its duly qualified tax assessor-collector, shall serve as tax assessor-collector for **MUNICIPALITY** for ad valorem tax collection for tax year 2011, and each tax year for the duration of this Agreement. **COUNTY** agrees to perform all necessary ad valorem assessing and collecting duties for **MUNICIPALITY** and **MUNICIPALITY** does hereby expressly authorize **COUNTY** to do and perform all acts necessary and proper to assess and collect taxes for **MUNICIPALITY**. **COUNTY** agrees to collect base taxes, penalties, interest, and attorney's fees.

2. **COUNTY** agrees to prepare and mail all tax statements; provide monthly collection reports to **MUNICIPALITY**; prepare tax certificates; develop and maintain both current and delinquent tax rolls; meet the requirements of Section 26.04 of the Texas Tax Code; and to develop and maintain such other records and forms as are necessary or required by State law, rules, or regulations.

3. **COUNTY** further agrees that it will calculate the effective tax rates and rollback tax rates for **MUNICIPALITY** and that such calculations will be provided at no additional cost to **MUNICIPALITY**. The information concerning the effective and rollback tax rates will be published in the form prescribed by the Comptroller of Public Accounts of the State of Texas, and as required by Section 26.04 of V.T.C.A. Tax Code. **MUNICIPALITY** shall notify tax assessor-collector at least 7 days before

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

4. **COUNTY** agrees, upon request, to offer guidance and the necessary forms for posting notices of required hearing and quarter-page notices as required by Sections 26.05 and 26.06 of V.T.C.A. Tax Code, if **MUNICIPALITY** requests such 7 days in advance of the intended publication date. Should **MUNICIPALITY** vote to increase its tax rate above the rollback tax rate the required publication of notices shall be the responsibility of **MUNICIPALITY**.

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

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

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

shall be paid by **MUNICIPALITY**. A copy of any and all such audits shall be furnished to **COUNTY**.

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

9. **COUNTY** agrees that it will place at least a quarter-page advertisement in newspapers serving Denton County in January, 2012, as a reminder that delinquent tax penalties will apply to all assessed taxes which are not paid by January 31, 2012. The advertisement will be printed in each paper between January 5th and January 25th.

10. **COUNTY** agrees that it will post to a secure website collection reports for **MUNICIPALITY** listing current taxes, delinquent taxes, penalties and interest on a daily basis through September 30, 2012. County will provide monthly Maintenance and Operation (hereinafter referred to as "MO"), and Interest and Sinking (hereinafter referred to as "IS") collection reports; provide monthly recap reports; and provide monthly attorney fee collection reports.

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

12. **MUNICIPALITY** will provide **COUNTY** with a copy of their current tax collection attorney contract on or before each February 1st. Also **MUNICIPALITY** will

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

III.

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

IV.

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

V.

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

VI.

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

VII.

For the services rendered during the 2011 tax year, **MUNICIPALITY** agrees to pay **COUNTY** for the receipting, bookkeeping, issuing, and mailing of tax statements as follows:

1. The current tax statements will be mailed on or about October 20th or as soon thereafter as practical. The fee for this service will be a rate not to exceed Seventy-one Cents (\$.71) per statement. If **MUNICIPALITY** does not adopt a tax rate before September 29, 2011, the tax rate for **MUNICIPALITY** will be set at the lower of the effective tax rate calculated for that year or the tax rate adopted by **MUNICIPALITY** for the preceding tax year. Before the fifth day after establishment of a tax rate under this provision, **MUNICIPALITY** must ratify the applicable tax rate in the manner required by Article 26.05(b) of the Texas Tax Code.

2. **COUNTY** will mail an additional notice during the month of March following the initial mailing provided that **MUNICIPALITY** has requested such a notice on or before February 28th. The fee for this service will be a rate not to exceed Seventy-one Cents (\$.71) per statement.

3. At least 30 days, but no more than 60 days, prior to April 1st, and following the initial mailing, **COUNTY** shall mail a delinquent tax statement meeting the requirements of Section 33.11 of the Texas Property Tax Code to the owner of each parcel to the owner of each parcel having delinquent taxes. The fee for this service will be a rate not to exceed Seventy-one Cents (\$.71) per statement

4. At least 30 days, but no more than 60 days, prior to July 1st, and following the initial mailing, **COUNTY** will mail a delinquent tax statement meeting the requirements of Section 33.07 of the Texas Property Tax Code will be mailed to the owner of each parcel having delinquent taxes. The fee for this service will be a rate not to exceed Seventy-one Cents (\$.71) per statement.

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

6. In event of a successful rollback election which takes place after tax bills for **MUNICIPALITY** have been mailed, **MUNICIPALITY** agrees to pay **COUNTY** a programming charge of \$5,000.00. **COUNTY** will mail corrected statements to the owner of each parcel. **COUNTY** will charge a fee for this service will be a rate not to exceed Seventy-one Cents (\$.71) per statement. When a refund is required per Property Tax Code Section 26.07 (g), **COUNTY** will charge a \$.25 processing fee per check, in addition to the corrected statement mailing costs. Issuance of refunds, in the event of a successful rollback election, will be the responsibility of the **COUNTY**. **MUNICIPALITY** will be billed for the refunds, postage and processing fees.

7. **MUNICIPALITY** understands and agrees that **COUNTY** will bill **MUNICIPALITY** following each mailing for which charges are permitted. Payment is due upon receipt of the statement. If **MUNICIPALITY** fails to pay **COUNTY** for mailing fees by the 61st day after billing, **COUNTY** will withhold the billed amount from collections to satisfy the debt by authority of Section 6.27 of the Texas Property Tax Code.

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

VIII.

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

1. For deposits of tax, penalties, and interest, payment shall be by wire transfer or by check sent by mail to **MUNICIPALITY's** depository accounts only, and segregated into the appropriate MO and IS accounts.

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

3. In anticipation of renewal of this Agreement, **COUNTY** further agrees that deposits will be made daily through September 30, 2012. It is expressly understood, however, that this obligation of **COUNTY** shall not survive termination of this Agreement, whether by termination by either party or by failure of the parties to renew this Agreement.

IX.

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

X.

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

XI.

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

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

MUNICIPALITY:

The City/Town of Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068
Telephone: 972-294-5555
Contact: Mike Schnittker

XII.

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

XIII.

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

XIV.

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

Executed in duplicate originals this, _____ day of _____ 2011.

COUNTY

MUNICIPALITY

Denton County
110 West Hickory
Denton, Texas 76201

City/Town of Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068

BY: _____
Honorable Mary Horn
Denton County Judge

BY: _____
Name: _____
Title: _____

ATTEST:

ATTEST:

BY: _____
Cynthia Mitchell
Denton County Clerk

BY: _____
Name _____
Title _____

APPROVED FORM AND CONTENT:

APPROVED AS TO FORM:

Steve Mossman
Denton County
Tax Assessor/Collector

Maira Schilke
Denton County
Assistant District Attorney

**TOWN OF LAKEWOOD VILLAGE, TEXAS
ORDINANCE NO. 11-15**

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS REGARDING SANITATION AND POLLUTION CONTROL OF THE AREAS IN PROXIMITY TO THE TOWN'S PUBLIC WATER SUPPLY WELLS; 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, including two (2) water wells and related facilities ("Wells") which provide potable water to the residents of the Town; and

WHEREAS, because 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 residents of the Town, the Town Council deems it necessary and proper to establish rules and regulations governing the control of sanitary conditions around the Wells; and

WHEREAS, because 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 Wells in or 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 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.

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.

Wells shall mean the water wells owned and operated by the Town, which are more specifically identified in Exhibit "A" attached hereto and made a part hereof.

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 drainfields, 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 50-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 50-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. SUPERCEDING REGULATION OR STATUE

Whenever any applicable statue, 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 6th day of October, 2011.

Mike Schnittker, Mayor

ATTEST:

Linda Asbell, Town Secretary

ORDINANCE NO. 11-22

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, DESIGNATING STOP SIGNS; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE NOT TO EXCEED TWO HUNDRED DOLLARS (\$200.00); PROVIDING FOR REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Lakewood Village, Texas, (the “Town Council”) has investigated and determined that it would be advantageous and beneficial to the citizens of the Town of Lakewood Village, Texas (“Town”) and in the best interest of the public health, safety and welfare of the citizens and the public to designate stop signs within the Town of Lakewood Village as set forth below.

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

SECTION 1: Findings Incorporated. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

SECTION 2: Stop Signs Designated. It is hereby provided that a stop sign shall be erected at the address listed below. Every driver of a vehicle shall stop at these stop signs, except when directed to proceed by a police officer or traffic control signal, and it shall be unlawful for any driver of any vehicle to fail to bring such vehicle to a full and complete stop as above directed.

<u>Street</u>	<u>Location</u>
On Highridge Drive	100 Highridge Drive
On Lakecrest Drive	301 Lakecrest Drive (westbound)
On Lakecrest Drive	213 Lakecrest Drive (eastbound)
On Melody Lane	550 Melody (eastbound)
On Shoreline Drive	331 Lakecrest (southbound on
Shoreline	Drive)

SECTION 3: Posting of Stop Sign. That the Town Council is hereby directed to post the appropriate traffic control signs in accordance with Section 2 above.

SECTION 4: Penalty Provision. Any person, firm, corporation or business entity violating this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof may be fined a sum not exceeding TWO HUNDRED DOLLARS (\$200.00) for each offense, plus court costs. Each continuing day’s violation under this Ordinance shall constitute a separate offense. The penal provisions imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. Lakewood Village retains all legal rights and remedies available to it pursuant to local, state and federal law.

SECTION 5: Savings/Repealing Clause. Ordinance 10-06 is repealed in its entirety; but such repeal shall not abate any pending prosecution for violation of the repealed ordinance, nor shall the repeal prevent a prosecution from being commenced for any violation if occurring prior to the repeal of the ordinance.

SECTION 6: Severability. It is hereby declared to be the intention of the Town Council that if any of the sections, paragraphs, sentences, clauses, and phrases of the Ordinance shall be declared unconstitutional or invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, or sections of this Ordinance, since the same would have been enacted by the Town Council without the incorporation of this Ordinance of unconstitutional or invalid phrases, clauses, sentences, paragraphs, or sections..

SECTION 7: Effective Date. This Ordinance shall become effective immediately upon its passage and publication as required by law.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 6th day of OCTOBER 2010.

MIKE SCHNITTKER
Mayor

ATTESTED:

LINDA ASBELL
Town Secretary

ORDINANCE NO. 11-23

AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, ESTABLISHING MAXIMUM PRIMA FACIE SPEED LIMITS ON STREETS WITHIN THE TOWN OF LAKEWOOD VILLAGE; DIRECTING THAT APPROPRIATE SIGNS BE ERECTED GIVING NOTICE THEREOF; PROVIDING THAT A SPEED IN EXCESS OF SUCH SPEED LIMITS SHALL BE PRIMA FACIE EVIDENCE THAT THE SPEED IS NOT REASONABLE OR PRUDENT AND THAT IT IS UNLAWFUL; PROVIDING FOR A PENALTY FOR THE VIOLATION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Town Council of the Town of Lakewood Village, Texas, (the “Town Council”) has investigated and determined that it would be beneficial to the citizens of the Town of Lakewood Village, Texas (“Town”) and in the best interest of the public health, safety and welfare of the citizens and the public to designate the reasonable and safe prima facie speed limit in the corporate limits of Town.

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

SECTION 1: That the prima facie maximum speed limit for all streets in the corporate limits of the Town of Lakewood Village be and the same is hereby established as 25 miles per hour.

SECTION 2: No person shall drive a vehicle at a speed in excess of 20 miles per hour on any portion of any street in the corporate limits of the Town and any speed in excess of the above speed limit shall be prima facie evidence that the speed is not reasonable or prudent and that it is unlawful.

SECTION 3: Every person convicted of any violation of this ordinance shall be punished by a fine of not less that One Dollar (\$1.00) and not more than Two Hundred Dollars (\$200.00).

SECTION 4: All ordinances or parts of ordinances inconsistent with the terms of this ordinance are hereby repealed; provided, however, that such

SECTION 5: This Ordinance shall become effective immediately upon its passage and publication as required by law.

**DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN
OF LAKEWOOD VILLAGE, TEXAS, on this 6th day of OCTOBER 2010.**

MIKE SCHNITTKER
Mayor

ATTESTED:

LINDA ASBELL
Town Secretary