



**LAKEWOOD VILLAGE TOWN HALL
100 HIGHRIDGE DRIVE
LAKEWOOD VILLAGE, TEXAS
TOWN COUNCIL MEETING
FEBRUARY 9, 2023 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: Pursuant to Texas Government code 551.007 (adopted in 2019): A governmental body shall allow each member of the public who desires to address the body regarding an item on an agenda for an open meeting of the body to address the body regarding the item at the meeting before or during the body's consideration of the item. A person who addresses the Council concerning an agenda item, including a Public Hearing, must limit his/her remarks to the specific subject matter being considered by the Council under that agenda item.

C. PUBLIC HEARING – A public hearing is scheduled on the critical water emergency to provide an opportunity for citizen comment.

D. REGULAR AGENDA:

1. Consideration of Final Plat and Construction Plans for the Northshore Development (Ruth)
2. Consideration of Cost Sharing Agreement with First Texas Homes (Vargus)
3. Minutes of January 27, 2023 Council Meeting (Ruth)
4. Ordinance Calling Election for May 6, 2023 (Ruth)

E. EXECUTIVE SESSION: – In accordance with Texas Government Code, Section 551.001, et seq., the Town Council will recess into Executive Session (closed meeting) to discuss the following:

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas; Project Garza; Project Nasir; and
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 re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Northshore; The Villas; Project Garza; Project Nasir.

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

**LAKEWOOD VILLAGE TOWN COUNCIL
REGULAR AGENDA
FEBRUARY 9, 2023**

Page 2 of 2

G. ADJOURNMENT

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 6:00 p.m. on Monday, February 6, 2023.



Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



The Town Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development), 418.183 (Homeland Security)

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

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



500 Moseley Road | Cross Roads, Texas 76227 | (940) 387-0805

February 8, 2023

Ms. Lind Ruth, TRMC, CMC
Town Administrator
Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068

***RE: Northshore Town of Lakewood Village – Final Plat and Civil Construction Plans
Plan Review and Recommendation***

Dear Ms. Ruth:

KJE has reviewed the civil construction plans and the final plat submitted by the applicant. Based on our analysis, there are some minor corrections that still need to be made, but we recommend a conditional approval of the final plat and the civil construction plans.

We recommend that if appropriate, a council member should make a motion to approve the final plat and the civil construction plans contingent upon submittal of a signed, sealed, and corrected set of documents to the Town Administrator.

Thank you and please do not hesitate to call me with any questions.

Sincerely,

Kevin J Ware, PE
Principal
KJE
Firm #F-12214

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into to be effective December __, 2022 and is by and between the City of Lakewood Village, a Texas municipality (the "City"), and First Texas Homes, Inc., ("First Texas"). The City and First Texas Homes, Inc., shall sometimes hereafter be individually called a "Party" and collectively the "Parties."

WITNESSETH:

WHEREAS, the City is the retail provider of sanitary sewer services within its corporate limits; and

WHEREAS, First Texas and other developers of land as shown on Exhibit A within the corporate limits desire to obtain sanitary sewer service from the City; and

WHEREAS, a plan has been engineered by KJE Engineers ("KJE") which includes a regional lift station and 1,675 linear feet of an 8" force main sewer line that will be routed directly to an upgraded treatment plant, ("Initial Development Plan"); and

WHEREAS, a cost estimate for implementing the Initial Development Plan has been obtained from KJE ("Initial Cost Estimate") included herein as Exhibit B; and

WHEREAS, the City has contacted the developers of the Developments listed on Exhibit B about paying their respective percent allocation as stated in Exhibit B; and

WHEREAS, the developers of the Developments listed on Exhibit B have stated their intent to pay their respective percentage allocations as stated in Exhibit B; and

WHEREAS, KJE will modify the Initial Development Plan when it prepares the construction plans ("Final Development Plan");

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreement hereinafter contained, and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties each hereby agree as follows:

WHEREAS, NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE 1

APPROVAL BY THE CITY

The City and TCEQ, if needed, shall approve the Final Development Plan. To date the Initial Development Plan has been approved, and the City has engaged in final design and approval.

ARTICLE 2

DEVELOPMENT COST PRO RATA

First Texas agrees to make its required pro rata contribution to the project as stated in Exhibit B. The City has agreed to obtain the required contributions from other developments listed in Exhibit B prior to entering into the construction contract.

ARTICLE 3

EASEMENTS

The Final Development Plan will require obtaining utility easements from approximately _____ landowners. KJE and the City are in the process of negotiating the easements. It is expected that some of the landowners will demand a fee in exchange for the granting the easement. In the event that easements cannot be obtained voluntarily, the City agrees to use its power of eminent domain to obtain the easements. Expenses incurred to obtain these easements will be included in the final project costs.

ARTICLE 4

CONSTRUCTION COORDINATION

First Texas agrees to build the improvements on the GM approved plans for the construction of the Final Development Plan Improvements ("Improvements"). The Improvements shall be constructed and inspected in accordance with applicable state law, City regulations, TCEQ standards, and other development requirements, including those imposed by the City and any other governing body or entity with jurisdiction over the Improvements. This Agreement and construction of the Improvements are anticipated to be exempt from competitive bidding pursuant to Texas Local Government Code, Section 252.022(a)(11). First Texas shall enter into the necessary contracts to construct the Improvements.

Upon the City's approval of the Final Development Plan, the City and First Texas shall enter into an escrow agreement (the "Escrow Agreement"), the form of which shall be mutually acceptable to the Parties. The developer of each development listed in Exhibit B shall deposit its Required Financial Contribution (the "Cost Sharing Funds") with Sendera Title Insurance Company ("Escrow Agent"). The Escrow Agreement shall address standards and delivery of invoices and documentation, and that upon satisfaction of the document requirements set forth herein as to the applicable component of Improvements, draws shall be submitted to the Escrow Agent and paid to First Texas as provided herein within five (5) business days of the submittal and satisfaction of the documentation and approval requirements of the applicable section below. Draws shall be submitted monthly by First Texas as the party constructing the Improvements. All costs, including costs for design, construction administrative fees, and third-party testing fees incurred in the construction of the Improvements shall be subject to the monthly reimbursement provisions hereof. In addition, a five percent (5%) contractor fee shall be payable to First Texas. First Texas shall provide to the City and Escrow Agent each month during the term of construction and installation of the Improvements (i) an invoice each month for the total costs

incurred in constructing and installing the Improvements (the "Improvements Invoice"), (ii) copies of contracts, receipts and other backup information, with reasonably sufficient detail of the costs described on the Improvements Invoice, and (iii) as to the final reimbursement payment only, reasonable evidence that the City has inspected and approved the Improvements (collectively, the "Improvements Cost Information"). Upon approval of the applicable draw request by the parties, the Escrow Agent shall pay the sums required by the applicable invoice.

The Parties acknowledge that the amount of Cost Sharing Funds is an estimate only, and that each development shall, as needed, deposit into the escrow account its respective per allocate share of any additional costs for any of the Improvements upon delivery of a written notice from First Texas or the City which has noted the need for additional Cost Sharing Funds, provided that any additional costs for any of the Improvements are necessary to complete the Improvements in accordance with the Plans and applicable law. Any such notice shall be accompanied by (i) copies of contracts, receipts and other backup information, with reasonably sufficient detail of the additional costs described on the invoice for the applicable portion of the work (the "Additional Cost Information"), and (ii) reasonable evidence that, if required, the City has inspected and approved the portion of the Improvements for which additional Cost Sharing Funds are requested ("Additional Costs"). The parties shall use all commercially reasonable efforts to reach timely agreement on the requested additional costs and shall promptly deposit their respective share into the Escrow Account so that the work can be timely completed. Once the Additional Cost is determined as an Additional Costs invoice is issued, if a party fails to pay its portion of the Additional Costs on or before the end of the fifteenth (15th) day after submission, then the amount due from the defaulting party under the Additional Costs invoice shall commence to bear interest until paid at the rate of thirteen percent (13%) or max rate allowed by per annum, and the non-defaulting party shall have the right to commence legal proceedings in the appropriate court to collect the amount due under the Additional Costs invoice. In the alternative the City or First Texas can fund the unpaid additional costs into the Escrow Account and will be reimbursed at the end of project construction.

ARTICLE 5

TRUE UP

After the Improvements are constructed and accepted by the City, First Texas Homes and City engineer will prepare a true up summary of the actual construction costs for the Improvements ("Final Costs"). If there are funds remaining in the Escrow Account, then they will be reimbursed to the developers listed in Exhibit B in accordance with their percent allocations. If there is a shortfall, the developers will pay their percent allocation of the shortfall amount into the Escrow Account. If there remains a shortfall due to non-payment by some of the developments the City will pay for the remaining shortfall.

ARTICLE 6

DEFAULT

If a Party should default (the "Defaulting Party") with respect to any of its obligations hereunder and should fail, within (i) fifteen (15) days after delivery of written notice of such

default for monetary obligations from another Party (the "Complaining Party"), or (ii) (60) days after delivery of written notice of such default from a Complaining Party for all non-monetary defaults, to cure such default, the Complaining Party may by action or proceeding at law or in equity, may be awarded its damages and/or specific performance for such default.

ARTICLE 7

NOTICES

Any and all notices, elections, approvals, consents, demands, requests and responses ("Communications") permitted or required to be given under this Agreement shall not be effective unless in writing, signed by or on behalf of the Party giving the same, and sent by certified or registered mail, postage prepaid, return receipt requested, by hand delivery or by a nationally recognized overnight courier service (such as FedEx), to the Party to be notified at the address of such Party set forth below or at such other address within the continental United States as such other Party may designate by notice specifically designated as a notice of change of address and given in accordance with this Section. Any Communications shall be effective upon the earlier of their receipt or three days after mailing in the manner indicated in this Section. Receipt of Communications shall occur upon actual delivery but if attempted delivery is refused or rejected, the date of refusal or rejection shall be deemed the date of receipt. Any Communications must be addressed as follows, subject to change as provided above:

If to First Texas, to: First Texas Homes
 c/o Kevin Murday
 500 Crescent Court, #350
 Dallas, TX 75201
 kmurday@FirstTexasHomes.com
 jzuniga@FirstTexasHomes.com

With a copy to: Art Anderson
 Winstead PC
 2728 N. Harwood Street, Suite 500
 Dallas, TX 75201
 aanderson@winstead.com

ARTICLE 8

MISCELLANEOUS

1. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Texas and Denton County.
2. Modifications. The terms of this Agreement may not be changed, modified, waived, discharged or terminated orally, but only by an instrument or instruments in writing, signed by the Party against whom the enforcement of the change, modification, waiver, discharge or termination is asserted. Each Party's consent to an action shall not be

deemed to constitute consent to modification of any provisions that would be in violation of the terms of this Agreement.

3. Time of Essence; Consents. Time is of the essence of this Agreement. Any provisions for consents or approvals in this Agreement shall mean that such consents or approvals shall not be effective unless in writing and executed by First Texas and City.
4. This Amendment may be executed in multiple counterparts, each of which when combined will constitute one and the same agreement.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

City of Lakewood Village, a Texas municipal corporation

By:_____

Name:_____

Title_____

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on November ____ 2022, by
_____, _____ of the City of Lakewood Village, a Texas
city.

NOTARY PUBLIC, STATE OF TEXAS

First Texas Homes, Inc., a Texas Corporation
By: Keith Hardesty, Division President

By:_____

Name:_____

Title_____

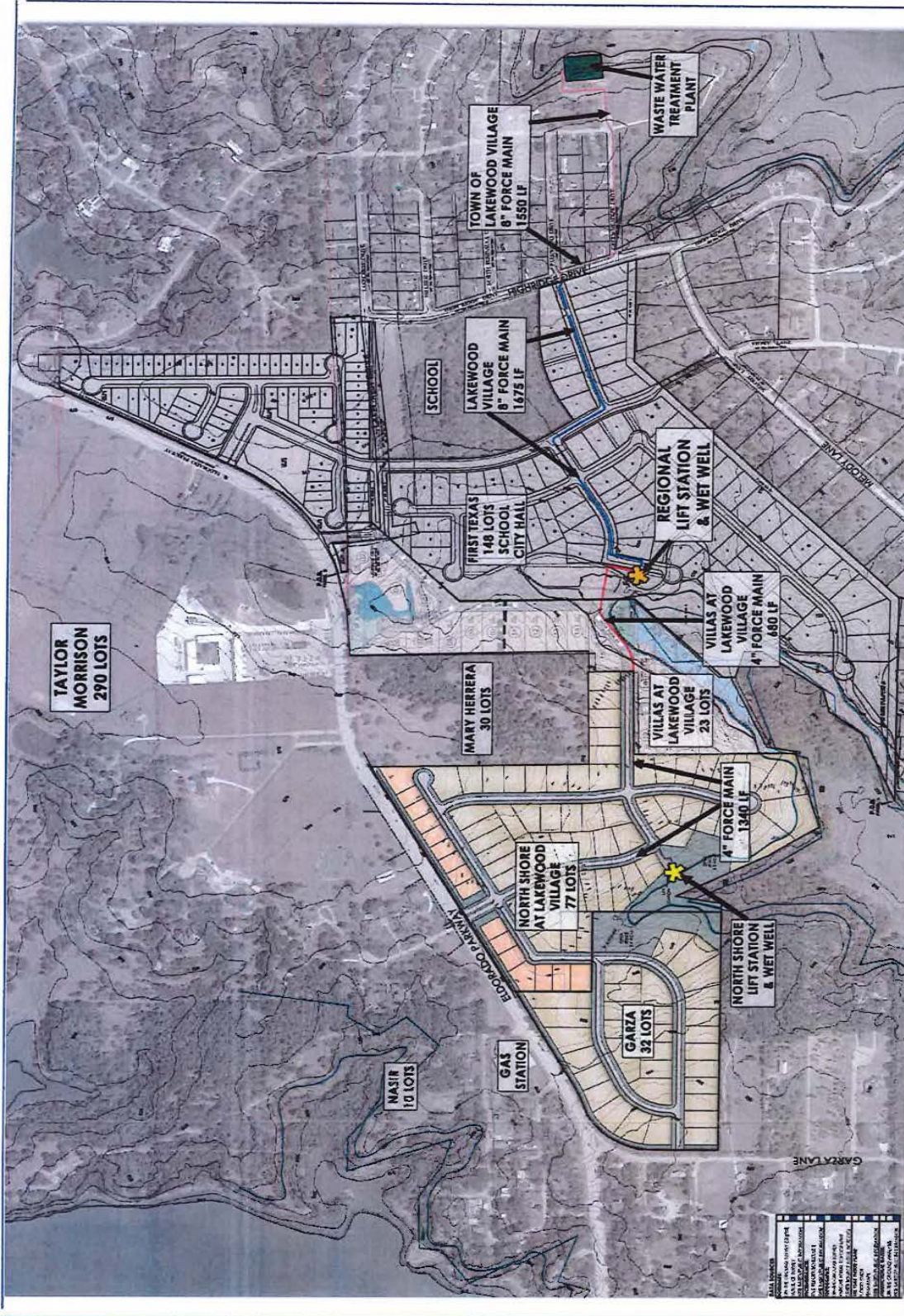
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me on November ____ 2022, by
_____, _____ by First Texas Homes, Inc., a Texas
Corporation.

NOTARY PUBLIC, STATE OF TEXAS



SANITARY SEWER SYSTEM
LAKEWOOD VILLAGE, TEXAS

EXHIBIT A

LAKEWOOD VILLAGE

Scale: 0 100 200 400 Feet



October 4, 2022

Ms. Linda Ruth, TRMC, CMC
Town Administrator
Lakewood Village
100 Highridge Drive
Lakewood Village, Texas 75068

RE: Town Regional Lift Station/Force Main Proportionality Assessment

Dear Ms. Ruth:

KJE has reviewed the design plans for the proposed regional lift station that were included with the Lakewood Village Civil Construction Plans prepared by engineers at JBI Partners, Inc. Included in the plan set was a predicted design flow tabulation of the proposed individual developments. KJE has reviewed these calculations and concur that the predicted peak flowrates are reasonable and in conformance with TCEQ guidelines. The flow rates were appropriated based on an anticipated number of persons per development and a standard unit flowrate (gallons/person/day), combined with peak factors. A summary of these flow values is listed below:

<u>Development</u>	<u>Predicted Peak Flowrate (Gallons / Minutes)</u>
Lakewood Village (First Texas Homes)	144.2
New Town Hall (First Texas Homes)	1.8
New School (Lakewood Village)(First Texas Homes)	59.5
Villas of Lakewood Village	26.0
North Shore at Lakewood Village	75.6
Garza	38.2
Rustic Oaks	9.5
New Service Station	1.0
Ms. Herrera Development	28.6
South Oak Phase III Development	268.0
Total	652.40



KJE has also developed an opinion of probable construction costs associated with the proposed regional lift station and force main required to reach the wastewater treatment plant. Based on industry feedback regarding the design plans, the following represents an opinion of the probable construction costs for the project:

Proposed Lift Station (All Components)	\$1,600,000
Proposed Force Main (8") (1675 Linear Feet)	\$150,750
Subtotal	\$1,750,750
Contingency (20%)	\$350,150
Total	\$2,100,900

Based on the predicted flowrates from the developments, the proposed financial requirement for the planned developments to pay their proportionate share of the regional wastewater improvements is the following:

<u>Development</u>	<u>Predicted Peak Flowrate (Gallons / Minutes)</u>	<u>Percent Allocation</u>	<u>Required Financial Contribution</u>
Lakewood Village (First Texas Homes)	144.2	22.10%	\$464,362.02
New Town Hall (First Texas Homes)	1.8	0.28%	\$5,796.47
New School (Lakewood Village) (First Texas Homes)	59.5	9.12%	\$191,605.69
Villas of Lakewood Village	26.0	3.99%	\$83,726.85
North Shore at Lakewood Village	75.6	11.59%	\$243,451.93
Garza	38.2	5.86%	\$123,014.07
Rustic Oaks	9.5	1.46%	\$30,592.50
New Service Station	1.0	0.15%	\$3,220.26
Ms. Herrera Development	28.6	4.38%	\$92,099.54
South Oak Development	268.0	41.08%	\$863,030.66
Total	652.4	100%	\$2,100,900.00

Please note that these costs were developed in conformance with Texas Local Government Code § 212.904(a). We appreciate the opportunity to assist with this evaluation and please let us know if there are any questions.

Sincerely,



Kevin J Ware, PE
Principal
KJE
Firm #F-12214



EXHIBIT D

ESTIMATED QUANTITIES AND UNIT COSTS (BID PROPOSAL)

Utility Improvements
Lakewood Village
Town of Lakewood Village and Lakewood Village ETJ, Denton County, Texas
JBI Project No. FTH040
December 13, 2022

FOR: UTILITY IMPROVEMENTS FOR LAKEWOOD VILLAGE, TOWN OF LAKEWOOD VILLAGE AND LAKEWOOD VILLAGE ETJ, DENTON COUNTY, TEXAS

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, including plans, specifications, and the site of the project, and understanding the amount of work to be done and the prevailing conditions, hereby proposes to do all of the work, furnish all labor, equipment, and material, except as specified to be furnished by the Owner, which is necessary to fully complete the project and subject to the inspection and approval of the governing agencies, and binds himself upon acceptance of this Proposal to execute a contract and furnish bonds as may be required by the Contract Documents for the performing and completing of said work. Contractor proposes to do the work within time stated and for the following sums:

Section A - Water

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Bore with 18" steel casing pipe under existing Lakecrest Drive pavement for 12" water pipe, complete in place	350	LF	\$447.60	\$156,660.00
2.	12" diameter PVC C-905 DR-18 pipe including trench, embedment, backfill, compaction, complete in place	2,368	LF	\$68.40	\$161,971.20
3.	8" diameter PVC C-900 DR-18 pipe including trench, embedment, backfill, compaction, complete in place	40	LF	\$39.60	\$1,584.00
4.	12" gate valve per Town Standards, complete in place	11	EA	\$4,562.00	\$50,182.00
5.	8" gate valve per Town Standards, complete in place	4	EA	\$2,555.00	\$10,220.00
6.	2" air release valve per Town Standards, complete in place	1	EA	\$11,353.00	\$11,353.00
7.	Fire hydrant assembly on 12" water main to include all fittings and 6-inch valve per Town Standards, complete in place	3	EA	\$9,166.00	\$27,498.00
8.	Concrete encasement, complete in place	20	LF	\$57.00	\$1,140.00
9.	Ductile iron fittings, per Town Standards, complete in place	2.00	TON	\$19,075.00	\$38,150.00
10.	Connect to existing 12" water pipe with a cut in tee, complete in place	1	EA	\$2,130.00	\$2,130.00
11.	Traffic control along Lakecrest Drive for water main installation via boring, complete in place	1	LS	\$2,981.00	\$2,981.00
12.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	2,408	LF	\$0.20	\$481.60
13.	All testing, excluding density, compaction and materials, as required by the governing authority, complete for	2,408	LF	\$5.40	\$13,003.20
Subtotal Section A - Water					\$477,354.00

Section B - Sanitary Sewer Force Main - Onsite

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Clearing and grubbing site, to include the removal of any/all trees & brush with offsite disposal, complete in place	2.00	AC	\$8,354.00	\$16,708.00
2.	Unclassified excavation of onsite material, transport, and placement for lift station pad, complete in place	400	CY	\$21.00	\$8,400.00
3.	10" diameter SDR-26 PVC pipe including trench, embedment, backfill, and compaction, complete in place	155	LF	\$85.30	\$13,221.50

Continued on Next Page

Continued from Previous Page

Item No.	Description	Quantity	Unit	Unit Price	Total Price
4.	4' diameter standard manhole (greater than 12' and less than or equal to 20' deep), complete in place	1	EA	\$15,905.00	\$15,905.00
5.	Excavation safety and support system including excavation safety plans for trenches over five feet in depth, complete in place	155	LF	\$0.60	\$93.00
6.	All testing, excluding density, compaction and materials, as required by the governing authority, complete for	155	LF	\$7.00	\$1,085.00
Subtotal Section B - Sanitary Sewer Force Main - Onsite					\$55,412.50

Section C - Lift Station

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Lift Station Improvements to include: wet well, valve vault, all pumps, controls, electric panels & racks, power, emergency generator, odor control unit, slabs, lighting, and all other appurtenances within limits of proposed fence, as directed by Design Engineer, specifications, plans, and City standards, complete in place	1	LS	\$1,045,450.00	\$1,045,450.00
2.	6" - 4000 psi concrete Lift station driveway with #4 bars 18" OCEW from street to lift station fencing, complete in place	55	SY	\$227.00	\$12,485.00
3.	6" flex base pavement access road from Lakecrest Drive to lift station driveway per lift station access road exhibit, complete in place	1,684	SY	\$21.00	\$35,364.00
4.	Perimeter fencing and columns around lift station, complete in place	1	LS	\$27,810.00	\$27,810.00
5.	All testing, excluding density, compaction and materials, as required by the governing authority, complete	1	LS	\$11,845.00	\$11,845.00
6.	Maintenance bond for Utility improvements, 2 years/110%, per Town of Lakewood Village requirements, complete	1	LS	\$18,025.00	\$18,025.00
Subtotal Section C - Lift Station					\$1,150,979.00

Section D - Erosion Control

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Silt Fence, complete in place	1,500	LF	\$4.10	\$6,150.00
Subtotal Section D - Erosion Control					\$6,150.00

Section E - Miscellaneous

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Maintenance bond for Utility improvements, 2 years/110%, per Town of Lakewood Village requirements, complete	1	LS	\$12,830.00	\$12,830.00
Subtotal Section E - Miscellaneous					\$12,830.00



SUMMARY

Subtotal Section A - Water	\$477,354.00
Subtotal Section B - Sanitary Sewer Force Main - Onsite	\$55,412.50
Subtotal Section C - Lift Station	\$1,150,979.00
Subtotal Section D - Erosion Control	\$6,150.00
Subtotal Section E - Miscellaneous	\$12,830.00
TOTAL UTILITY IMPROVEMENTS	\$1,702,725.50

Alternate Bid Items - Water

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Remove & replace existing asphalt pavement on Lakecrest Drive for installation of 12" water main via open cut, complete in place	920	SY	\$128.00	\$117,760.00
2.	Traffic control along Lakecrest Drive for water main installation via open cut in sections, complete in place	1	LS	\$8,931.00	\$8,931.00

Alternate Bid Items - Onsite Sanitary Sewer

Item No.	Description	Quantity	Unit	Unit Price	Total Price
1.	Clearing and grubbing site, to include the removal of any/all trees & brush with onsite control burning, complete in place	2.00	AC	\$11,400.00	\$22,800.00

All Utility Improvements shall conform to Town of Lakewood Village standards and specifications.

Contractor is responsible to maintain and repair all erosion control measures while working on site at his sole expense.

All unit prices include any necessary permitting, testing, Town required bonds and City acceptance.

The undersigned agrees to complete the work by these Contract Documents for the base bid in the following number of working days.

110 Working days for substantial completion of Utility Improvements

25 Additional working days for final completion for Utility Improvements

Within five (5) days after receipt of the Notice of Acceptance of this bid, the undersigned will execute the formal contract and will deliver proof of insurance for the faithful performance of this contract.

Submitted by:

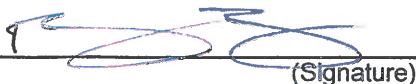
Company:

PCI Construction

Address:

405 Interchange Street

By:


(Signature)

McKinney, Texas 75071

Rodney Key

(Print Name)

Phone:

972-562-2762

Field

Contact: Kevin Gerstenkorn

Date: 12/30/2022



LAKEWOOD VILLAGE TOWN COUNCIL

COUNCIL MEETING

JANUARY 27, 2023

Council Members:

Dr. Mark Vargus, Mayor
Darrell West – Mayor Pro-Tem
Clint Bushong
Serena Lepley
Matt Bissonnette
Eric Farage – Arrived at 6:07

Town Staff:

Linda Ruth, TRMC, CMC – Town Administrator/Town Secretary

SPECIAL SESSION - 6:00 P.M.

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 6:00 p.m. on Friday, January 27, 2023, in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

PLEDGE TO THE FLAG:

(Agenda Item A)

Mayor Vargus led the Pledge of Allegiance.

VISITOR/CITIZENS FORUM:

No one requested to speak.

PUBLIC HEARING:

(Agenda Item C)

A public hearing was held to provide an opportunity for citizen comment on the critical water emergency.

No one requested to speak.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 6:01 p.m. *The motion carried.*

**LAKEWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
JANUARY 27, 2023**

Page 2

CONSENT AGENDA:

(Agenda Item D)

1. Minutes of January 12, 2023 Council Meeting (Ruth)
2. Engagement of Superior Management (Ruth)

Mayor Vargus reported that Superior Management will be engaged to complete the sale/transfer/merger documents required by the Texas Commission on Environmental Quality to merge the Last Resort water system with the Rocky Point Water System.

MOTION: Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage the council voted four (4) “ayes”, no (0) “nays” to approve the consent agenda items as presented. *The motion carried.*

REGULAR AGENDA:

(Agenda Item E.

**Consideration of Development Agreement for
The Northshore Project (Vargus)**

(Agenda Item E.1)

Mayor Vargus reviewed the development agreement. Mayor Vargus reported the Town Attorney reviewed the agreement and made some changes. Mayor Vargus reviewed the setback requirements for different lots.

Councilman Farage took his place on the dais.

There was some discussion about front facing garages. There was some discussion about specific restrictions on waterfront properties. There was some discussion about the various provisions contained in the agreement.

MOTION: Upon a motion made by Councilwoman Lepley and seconded Mayor Pro-Tem West voted five (5) “ayes”, no (0) “nays” to approve the Development Agreement for The Northshore Project as discussed. *The motion carried.*

**Consideration of Cost Sharing Agreement
with First Texas Homes (Vargus)**

(Agenda Item E.2)

Mayor Vargus reported First Texas is going to build the Regional Lift Station and the town is going to hold the developer assessment funds. The town will also have to cover the cost for the developments that are not participating right now. The developers who are not participating right now will have to reimburse the town when they develop. Mayor Vargus reviewed the bid received by First Texas for the regional lift station. No action taken.

**Discussion of Engagement of Town Hall
Architect (Ruth)**

(Agenda Item E.3)

Mayor Vargus reported that he and Town Administrator Ruth met with two architects. Mayor Vargus expressed the importance of building a new Town Hall and obtaining a feasibility study. Mayor Vargus introduced architect Mr. Stephen Hilt who reviewed his proposal. The first step is “programing” which includes a feasibility study and would provide information about scale and placement of the building on the available land. Mr. Hilt reported he would also provide a concept plan based on information obtained from town leadership. There was some discussion about the process for developing the plan. A concept site plan will be included which will also show parking. There will be some overflow parking relief provided by the school parking lot across the street. Mr. Hilt reported the process will take approximately four months. Mr. Hilt viewed the design and visioning process. Mr. Hilt reported that his firm understands this building will likely be the largest building project the town will ever take on. He also understands the importance of reflecting the character and vision of the town in the new town hall.

**Consideration of Budget Amendment
(Vargus)**

(Agenda Item E.4)

Mayor Vargus reviewed the proposed budget amendments. Mayor Vargus reviewed the increased revenues, and various changes in general fund expenses. There was some discussion on the cost to inspect the infrastructure being constructed in the South Oak development. Mayor Vargus reviewed the changes in debt servicing. The utility fund changes reflect the increased interest rates and reduction in laboratory fees. Mayor Vargus reviewed the anticipated South Oak Development build schedule and the anticipated revenues that will be received when homes are constructed. Mayor Vargus reported the amended budget anticipates a \$600,000 positive cash flow in the general fund.

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

**Discussion of Long-Term Debt Reduction
Plan (Vargus)**

(Agenda Item E.5)

Mayor Vargus reviewed the expected cash flows in general and utility funds. The Town expects to have approximately \$2,100,000 cash at the end of the fiscal year. Mayor Vargus reviewed very conservative assumptions for future revenues and expenses through 2027. The town has the option to pay off the bond in 2027 which is 20 years earlier than required. There was some discussion

**LAKEWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
JANUARY 27, 2023**

Page 4

about the possibility of reducing the tax rate after the bond debts are paid. Mayor Vargus stated that he is attempting to lobby our State Representative to increase the homestead exemption cap. This would give the town the ability to drastically reduce the property tax burden on people with a homestead exemption which would encourage people to buy homes and stay in Lakewood Village.

EXECUTIVE SESSION:

(Agenda Item F)

At 6:59 p.m. Mayor Vargus recessed into executive session in accordance with

1. § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, Project Lightning Bolt; and
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 re: Development agreements, development and zoning standards; and
3. § 551.072 Texas Government Code to wit: deliberations about real property regarding First Texas Homes, Taylor Morrison-South Oak, Project Lakewood Village Partners, Project Slade Rock, and Project Lightning Bolt.

RECONVENE:

(Agenda Item G)

Mayor Vargus reconvened the regular session at 7:19 p.m.

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to reject the concept plan submitted for The Villas development and not pursue a development agreement at this time. The motion carried.

ADJOURNMENT

(Agenda Item H)

MOTION: Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Special Meeting of the Lakewood Village Town Council at 7:21 p.m. on Friday January 27, 2023. The motion carried.

These minutes were approved by the Lakewood Village Town Council on the 9th day of February 2023.

**LAKEWOOD VILLAGE TOWN COUNCIL
SPECIAL SESSION
JANUARY 27, 2023**

Page 5

APPROVED:

Darrell West
Mayor Pro-Tem

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary



ORDINANCE NO. 23-XX

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, DENTON COUNTY, TEXAS, AUTHORIZING A GENERAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2023, FOR THE PURPOSE OF ELECTING ONE TOWN COUNCILMEMBER EACH FOR PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER DENTON COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DENTON COUNTY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the general election for the Town of Lakewood Village, as set forth by the Texas Election Code, is required to be held on May 6, 2023, at which time the voters will elect at-large one Town Councilmember, Place 1; one Town Councilmember, Place 3; and one Town Councilmember, Place 5.

WHEREAS, in accordance with § 271.002 of the Texas Election Code, the Town election will be conducted jointly with other political subdivisions of Denton County, Texas; and

WHEREAS, the Town Council of the Town of Lakewood Village finds it to be in the public interest to call the foregoing election and enter into a contract with Denton County to conduct said election jointly with other Denton County government entities.

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

SECTION 1. ELECTION ORDERED

That a general municipal election, is hereby ordered to be held on the 6th day of May 2023, for the purpose of allowing the qualified voters of the Town of Lakewood Village to elect at-large one Town Councilmember, Place 1; one Town Councilmember, Place 3; and one Town Councilmember, Place 5.

SECTION 2. JOINT ELECTION

The election will be conducted jointly with other political subdivisions in Denton County pursuant to Chapters 31 and 271, of the Texas Election Code.

SECTION 3. PRECINCT

The election precinct for said election shall be Denton County Precinct 1046. The main polling place shall be Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas. Election polls shall open at 7:00 a.m. and close at 7:00 p.m.

SECTION 4. ELECTION OFFICIALS

All election officials shall be the officials appointed to such positions by Denton County and to the extent required by law, are hereby so appointed.

SECTION 5. EARLY VOTING

Early voting by personal appearance shall be held jointly with other Denton County public entities. Hours of the early voting by personal appearance shall be determined by Denton County and reflected in the Joint Election contract. The Denton County Election Administrator is hereby appointed to serve as the Early Voting Clerk. Applications for ballot by mail shall be mailed to:

Denton County Elections
Frank Phillips, Early Voting Clerk
P.O. Box 1720
Denton, TX 76202

Applications for ballots by mail (ABBM)s must be received no later than the close of business on Tuesday, April 25, 2023. Federal Post Card Applications (FPCAs) must be received no later than the close of business on Tuesday, April 25, 2023.

SECTION 6. ELECTION AUTHORITY WEBSITE

The internet website of Denton County is: www.votedenton.com

The internet website of the Town of Lakewood Village is: www.lakewoodvillagetx.us

SECTION 7. RUNOFF

Should a runoff election be required following the canvass of the May 6, 2023, election for any of the offices to be elected in the foregoing election, the Council hereby orders that a runoff election be held on a date determined by Denton County and reflected in the Joint Election contract.

SECTION 8: AUTHORIZATION

The Town Secretary is hereby authorized to negotiate and execute a contract for a joint election and election services with Denton County. The Town Secretary is hereby authorized to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the elections, whether or not expressly authorized herein.

SECTION 9: EFFECTIVE DATE

This ordinance shall be effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, on this 9th day of February 2023.

Dr. Mark E. Vargus, Mayor

Darrell West, Mayor Pro-Tem

Eric Farage, Councilman, Place 1

Matt Bissonnette, Councilman, Place 3

Serena Lepley, Councilwoman, Place 4

Clint Bushong, Councilman, Place 5

ATTEST:

Linda Ruth, TRMC, CMC
Town Administrator/Town Secretary

