



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

**TOWN COUNCIL MEETING  
FEBRUARY 13, 2020 7:00 P.M.**

**REGULAR SESSION – AGENDA**

Call to Order and Announce a Quorum is Present

**A. PLEDGE TO THE FLAG:**

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

**C. PUBLIC HEARING:** A public hearing is scheduled to provide an opportunity for citizen comment on the petition filed by The Sanctuary Texas, LLC requesting the creation of Public Improvement District 1.

**D. PUBLIC HEARING:** A public hearing is scheduled to provide an opportunity for citizen comment on amending the Comprehensive Plan.

**E. CONSENT AGENDA:** All the items on the Consent Agenda are considered to be self-explanatory and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member requests an item be removed from the Consent Agenda.

1. Minutes of January 8, 2020 Council Meeting (Asbell)
2. Minutes of January 16, 2020 Council Meeting (Asbell)
3. Minutes of November 14, 2019 Council Meeting (Asbell)
4. Engagement Agreement with S&P Global Ratings (Vargus)

**F. REGULAR AGENDA:**

1. Consideration of Resolution Creating Public Improvement District No. 1 (Asbell)
2. Consideration of Agreement with P3Works (Asbell)
3. Discussion of Concrete Road Project (Vargus)
4. Consideration of Engagement of Fugro for Materials Testing and Inspection (Vargus)
5. Consideration of North Texas Groundwater Conservation District Well Monitoring Program (Asbell)
6. Discussion with Ryan Williams on Denton County Precinct 1 (Vargus)
7. Discussion of Investment Report (Vargus)
8. Consideration of 2020 Comprehensive Plan (Vargus)
9. Consideration of Fence Ordinance (Vargus)
10. Consideration of Utility Policies Ordinance (Vargus)
11. Consideration of Lighting Ordinance (Asbell)
12. Consideration of Subdivision Ordinance (Asbell)
13. Discussion of Animal Control Ordinance (Vargus)

**G. 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) § 551.071(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; (2) § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, Project Lightning Bolt, and Project Waffle; and (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, Project Lightning Bolt, and Project Waffle.

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

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

**J. ADJOURNMENT**

I do hereby certify that the above notice of meeting was posted on the designated place for official notice at 6:45 p.m. on Monday, February 10, 2020

Linda Asbell, TRMC, CMC, Town Secretary



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

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

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

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**JANUARY 8, 2020**

**Council Members:**

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

**Town Staff:**

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

**SPECIAL SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Special Meeting of the Town Council to order at 7:00 p.m. on Wednesday, January 8, 2020 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak

**CONSENT AGENDA:**

**(Agenda Item C)**

1. Minutes of December 12, 2019 Council Meeting (Asbell)
2. Minutes of the December 18, 2019 Council Meeting (Asbell)
3. Ordinance Calling General Election for May 2, 2020 (Asbell)

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

**REGULAR AGENDA:**

**(Agenda Item D)**

**Discussion and Consideration of All Matters  
Incident and Related to Approving and  
Authorizing Publication of Notice of  
Intention to Issue Certificates of Obligation,  
Including the Adoption of a Resolution  
Pertaining Thereto (Vargus)**

**(Agenda Item D.5)**

Mayor Vargus introduced Mr. Mark McLiney. Mr. McLiney stated that if council wants to proceed with certificates of obligation the resolution giving notice would be approved tonight. The resolution would be posted on the website and published in a newspaper for two consecutive weeks. The notice and timeline are designed to give citizens the freedom to provide feedback. The issuance will be for approximately \$4,500,000.00. This will be the first time the Town of Lakewood Village has an official rating with Standard and Poor's. Mr. McLiney stated he anticipates the rating to be around AA-. Mr. McLiney reported that Lakewood Village has excellent financial management and would receive a AA+ rating if its population was larger. Mr. McLiney reported that the town already complies with continuing disclosure requirement with the annual audit. With each fiscal year Lakewood Village improves from the previous fiscal year which will make the bonds very easy to sell. There was some discussion about the procedure for receiving a rating from Standard and Poor's.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to approve the resolution authorizing the notice of intention to issue certificates of obligation. *The motion carried.*

**Discussion of Republic Waste Services  
Hydraulic Leaks on Town Streets (Vargus)**

**(Agenda Item D.6)**

Mayor Vargus reported that two weeks in a row the Republic Waste truck had a hydraulic leak and left a trail of stains on roads throughout town. Mayor Vargus reviewed the efforts that Republic Waste Services made to clean the roads. Leigh Collins with Republic Services introduced Mr. Grant Gray, Operations Manager for the Lewisville area. Mr. Gray reported that a rear load truck was used for the most recent trash collection day. The rear load truck requires two employees. There was some discussion about the frequency of hydraulic leaks. Mr. Gray reviewed some key elements of the action plan they have implemented as a result of these leaks. There was some discussion about maintenance of the collection trucks. Mr. Gray reported that approximately one year ago drivers were paid on an incentive basis, but Republic Services has now changed to an hourly rate for drivers. Ms. Collins reported the cleaning service utilized is a

third-party vendor. The last leak on the roads cost Republic Services just over \$5,000. There was some discussion about the weight and size differences between the rear load and a side load collection truck. Mr. Brittney Shake, Kimley Horn, reported the roads are designed to withstand an 80,000-pound load driving over it twenty times each day. Mayor Vargus expressed interest in utilizing rear load trucks. Mayor Vargus would like to have a meeting with the third-party vendor to get information about the product used for cleaning on the road. Town Attorney Messer asked what action Republic Services will take if there is another leak. Mr. Gray stated they will review the situation and respond accordingly. Mr. Gray stated that a supervisor will be meeting the truck driver at the entrance to town to visually inspect the truck before it comes into town. Attorney Messer recommended creating an addendum to the contract which would make the action plan language enforceable.

**Discussion of Concrete Road Project  
(Vargus)**

---

**(Agenda Item D.1)**

Brittany Shake stated the review of the 30% schematic was very productive. On January 15, Kimley Horn will submit a 90% design. There was some discussion about an additional council meeting at the Kimley Horn office to review the 90% design. There was some discussion holding a meeting for the citizens to see the designs and ask questions. The design must be approved prior to publication on February 17<sup>th</sup>. There was some discussion about mailbox and column structures which have been constructed in the right-of-way in front of some houses and will be demolished during the road construction. There was some discussion about providing notice to property owners with the structures that will be removed. Ms. Shake reported she is working on a tree exhibit showing trees which will need to be removed. There was some discussion about trees that will need to be removed. Ms. Shake reported on the use of drop inlets versus grate inlets for managing water runoff. Drop inlets require less maintenance than grate inlets. There was some discussion about the design for the driveway at Town Hall.

**Consideration of Utility Line Improvements  
Related to Concrete Road Project (Vargus)**

---

**(Agenda Item D.2)**

Mayor Vargus reported on a need for an additional water main to provide service to the currently undeveloped properties in town. The water main will be upgraded to twelve inches and new manifolds will be installed in the pump station. Mayor Vargus reported on the need for fire hydrants at intersections before the concrete roads are constructed. The approximate cost for all upgrades is \$70,000. The expense for upgrades would be reimbursed by the bond proceeds. The cost of installing two fire hydrants is approximately \$16,000 and is not reimbursable. The cost is significantly lower by upgrading the utility lines prior to the road construction.

**LAKEWOOD VILLAGE TOWN COUNCIL  
SPECIAL SESSION  
JANUARY 8, 2020**

**Page 4**

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Bushong, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to spend up to \$70,000 for utility improvements. *The motion carried.*

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to spend up to \$20,000 for two additional fire hydrants. *The motion carried.*

There was some discussion about engineering for the lift station. Mayor Vargus reported the engineer utilized by Patterson Professional Services can do the design work at a lower rate than Kimley Horn.

**Discussion of Recycled Water Project  
(Farage/Lepley)**

**(Agenda Item D.3)**

Councilman Farage reported on that approximately 43,000 gallons of water is being released into the lake each day from the sewer plant. TCEQ requirements for Tier I recycled water are stringent and would require an additional water system. Councilwoman Lepley reported on the filter and storage requirements for using recycling water. There was some discussion about the anticipated cost. There was some discussion about the desirability of recycled water versus using additional well water capacity. Councilman Farage and Councilwoman Lepley will continue to investigate the viability of this project and get a quote for council to consider. Town Engineer Todd Strouss talked about several water recycling projects in the area and how they operate.

**Consideration of Development Agreement  
with Tuong E. Le (Vargus)**

**(Agenda Item D.4)**

Mayor Vargus reported that Deputy Town Attorney Will Trevino created the proposed developer agreement. There was some discussion about waiving or reducing impact fees.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to execute a development agreement with Tuong Le. *The motion carried.*

**EXECUTIVE SESSION:**

**(Agenda Item E)**

At 8:55 p.m. Mayor Vargus recessed into executive session in accordance with (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty

**LAKEWOOD VILLAGE TOWN COUNCIL  
SPECIAL SESSION  
JANUARY 8, 2020**

**Page 5**

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; (2) § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; and § 551.076 Texas Government Code to wit: Deliberations about Security Devices.

**RECONVENE:**

**(Agenda Item F)**

Mayor Vargus reconvened the regular session at 10:22 p.m. No action was taken.

**REPORTS**

**(Agenda Item G)**

Mayor Vargus reported the council will be meeting twice a month for at least three months.

Town Secretary Asbell reported the Municipal Development District is working on the volunteer appreciation dinner.

**ADJOURNMENT**

**(Agenda Item H)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Mayor Pro-Tem West council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 10:25 p.m. on Wednesday, January 8, 2020. The motion carried.

These minutes approved by the Lakewood Village Town Council on the XXth day of February 2020.

APPROVED

\_\_\_\_\_  
Darrell West  
MAYOR PRO-TEM

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
TOWN SECRETARY

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**JANUARY 16, 2020**

**Council Members:**

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

**Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary  
Brittany Shake, Assistant Town Engineer

**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 Wednesday, January 8, 2020 in the conference room at 260 E. Davis Street, McKinney, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak

**PUBLIC HEARING**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizen comment on the proposed Comprehensive Plan. Mayor Vargus opened the public hearing at 6:04 p.m. No one requested to speak.

**EXECUTIVE SESSION:**

**(Agenda Item E)**

At 6:05 p.m. Mayor Vargus recessed into executive session in accordance with (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty

**LAKEWOOD VILLAGE TOWN COUNCIL  
SPECIAL SESSION  
JANUARY 16, 2020**

**Page 2**

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; (2) § 551.072 Texas Government Code to wit: deliberations about real property regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations regarding Sam Hill Ventures, Sanctuary at Sunset Cove, Le Tuong, Project Left Field, and Project Lightning Bolt; and § 551.076 Texas Government Code to wit: Deliberations about Security Devices.

**RECONVENE:**

**(Agenda Item F)**

Mayor Vargus reconvened the regular session at 6:41 p.m. No action was taken.

**REGULAR AGENDA:**

**(Agenda Item D)**

**Discussion of Water and Wastewater  
Infrastructure (Vargus)**

**(Agenda Item D.1)**

Brittany Shake reviewed the demolition and paving plans. Two lanes of traffic will be maintained between Green Meadow and Melody Lane during construction. Ms. Shake reviewed the “clear zone” which is the first ten feet from the pavement and discussed the existing trees that will need to be removed. There was some discussion about existing water main valves and sewer manholes that will need to be moved. There was some discussion about utility lines that will need to be moved.

**Discussion of Concrete Road Project  
(Vargus)**

**(Agenda Item D.2)**

Ms. Shake reviewed the grading and drainage exhibit. There was some discussion about areas that will have a ditch and areas that will utilize a buried culvert to convey drainage. There was some discussion about materials used for underground drainage. Ms. Shake proposed use of aluminized steel rather than reinforced concrete pipe. There was some discussion about drainage easements. Ms. Shake reviewed the contractor bidding procedures and timeline.

**Consideration of Phase 4 Engineering Task  
for Concrete Road Project (Vargus)**

**(Agenda Item D.3)**



**LAKEWOOD VILLAGE TOWN COUNCIL  
SPECIAL SESSION  
JANUARY 16, 2020**

**Page 3**

Ms. Shake reviewed the details of the construction phase services covered in the engineering task 4. There was some discussion about inspections and oversight of the construction. There was some discussion about testing of the concrete pours during the construction. Kimley Horn will oversee construction.

**MOTION:** Upon a motion made by Councilman Farage and seconded by Councilwoman Lepley, council voted five (5) “ayes”, no (0) “nays” to approve the phase 4 engineering task for the concrete road project. *The motion carried.*

**Discussion of Amendment to Residential  
Code, Ordinance 16-11 (Vargus)**

**(Agenda Item D.4)**

Mayor Vargus reviewed current language regulating working times. There was some discussion about non-noise causing work like cleaning or hanging doors inside a house which is not causing an excessive amount of noise. This work is expediting completion of the construction of a house and not causing a nuisance to the neighbors. There was some discussion about the intention of the work hours restriction being to protect neighbors from noise on a Sunday. There was some discussion about the need to pour concrete very early in the morning during the summer due to the heat.

**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 8:09 p.m. on Thursday, January 16, 2020. The motion carried.

These minutes approved by the Lakewood Village Town Council on the XXth day of February 2020.

APPROVED

---

Darrell West  
MAYOR PRO-TEM

ATTEST:

---

Linda Asbell, TRMC, CMC  
TOWN SECRETARY

**LAKEWOOD VILLAGE TOWN COUNCIL**

**COUNCIL MEETING**

**NOVEMBER 14, 2019**

**Council Members:**

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

**Town Staff:**

Linda Asbell, TRMC, CMC – Town Secretary  
Julie Fort, Deputy Town Attorney (via teleconference)

**REGULAR SESSION - 7:00 P.M.**

With a quorum of the Council Members present, Mayor Vargus called the Regular Meeting of the Town Council to order at 7:00 p.m. on Thursday, November 14, 2019 in the Council Chambers of the Lakewood Village Town Hall, 100 Highridge Drive, Lakewood Village, Texas.

**PLEDGE TO THE FLAG:**

**(Agenda Item A)**

Mayor Vargus led the Pledge of Allegiance

**VISITOR/CITIZENS FORUM:**

**(Agenda Item B)**

No one requested to speak

**PUBLIC HEARING:**

**(Agenda Item C)**

A public hearing was held to provide an opportunity for citizens to comment on the proposed thoroughfare plan. Mayor Vargus opened the public hearing at 7:05 p.m. No one requested to speak.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to close the public hearing at 7:05 pm. *The motion carried.*

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 14, 2019**

**Page 2**

**CONSENT AGENDA:**

**(Agenda Item D)**

1. Minutes of August 15, 2019 Council Meeting (Asbell)
2. Minutes of September 12, 2019 Council Meeting (Asbell)
3. Minutes of October 3, 2019 Council Meeting (Asbell)
4. Minutes of October 10, 2019 Council Meeting (Asbell)

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

**REGULAR AGENDA:**

**(Agenda Item E)**

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

**(Agenda Item E.1)**

Town Secretary Asbell reviewed the changes in the contract. There was some discussion about the bulk trash schedule and Christmas tree disposal. Town Secretary Asbell reported the new trash calendars would go to residents in the December water bill.

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

**Consideration of Preliminary Plat for  
Sanctuary at Sunset Cove (Todd Strouss,  
Kimley Horn)**

**(Agenda Item E.2)**

Town Engineer Todd Strouss reviewed the resubmittal of the preliminary plat and stated the previous comments have been addressed in this submittal. Mr. Strouss recommended approval of the preliminary plat with the conditions outlined in their review. Mayor Vargus stated the next step for the developer would be to submit detailed engineered drawings. Mayor Vargus reported the development is in the Lakewood Village Extra Territorial Jurisdiction but is still required to provide adequate fire flow and comply with Lakewood Village’s subdivision ordinance.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the preliminary

plat Sanctuary at Sunset Cove with the conditions identified by the Town Engineer. *The motion carried.*

**Consideration of Professional Services  
Agreement with LandPlan/Sam Hill Venture  
(Vargus)**

---

**(Agenda Item E.4)**

Mayor Vargus reported that a professional services agreement is standard practice and requires the developer to cover the cost of engineering, legal, and other professional services related to the development.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to execute a professional services agreement with LandPlan/Sam Hill Venture. *The motion carried.*

**Consideration of Professional Services  
Agreement with Sanctuary Texas (Vargus)**

---

**(Agenda Item E.5)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted five (5) “ayes”, no (0) “nays” to authorize the mayor to execute a professional services agreement with Sanctuary Texas. *The motion carried.*

**Consideration of Resolution Accepting the  
Petition for the Creation of a Public  
Improvement District at Sanctuary at Sunset  
Cove and Calling a Public Hearing (Vargus)**

---

**(Agenda Item E.3)**

Mayor Vargus reported this resolution does not obligate the town to do anything other than start the process of creation of a taxing district for the development in the extra territorial jurisdiction. The process can take up to eight months and requires several public hearings and further council action to create the taxing district.

**MOTION:** Upon a motion made by Mayor Pro-Tem West and seconded by Councilman Farage, council voted five (5) “ayes”, no (0) “nays” to approve the resolution accepting the petition to create a public improvement district at Sanctuary at Sunset Cove and calling a public hearing on the matter. *The motion carried.*

**Presentation of the Audit of 2018-2019 Fiscal  
Year, Mr. Wayne Nabors, Nabors CPA  
Services (Vargus)**

---

**(Agenda Item E.6)**

Mr. Nabors reviewed the independent auditor's report. Mr. Nabors reported that the town has received a "clean audit" indicating the financial statements of the town, in all material respects, have been fairly and accurately reported. Mr. Nabors reviewed the balance sheet and reported that the town has an unassigned fund balance, or reserve fund, of \$268,176 which represents ninety-three percent of the town's annual overall expenditures. Mr. Nabors reported a healthy reserve fund is important. The town has a 2,900/1 ratio of assets to liabilities which is a very strong financial position. Mr. Nabors reported the town had a positive variance in both the revenue and the expenditures categories. Mr. Nabors reported the positive variance indicates the town has very good controls over expenditures and is conservative in budgeting revenues. The unrestricted fund balance in Utility Fund indicates a seventy-three percent reserve. Mr. Nabors congratulated Mayor Vargus, Town Administrator Linda Asbell, and Utility Billing Coordinator Summer Alvis in locating a problem caused by a vendor programming error in the billing software which corrected the receivables by over \$11,000. Mr. Nabors reported the town has good segregation of duties and controls and the location and correction of the receivables error is an example of good stewardship. Mr. Nabors reported that the town keeps excellent records and was responsive to all requests for information.

Mayor Vargus asked Mr. Nabors' opinion of the town's financials for issuing debt for concrete roads. Mr. Nabors stated he believes the town is in an excellent position and he sees no reason why the town would not receive a favorable rating. There was some discussion about the improvements to the utility system which provides economies of scale. There was some discussion about decreases in expenses. Mayor Vargus reported in at the start of the previous concrete road project in 2014 the fund balance was ninety-nine percent of expenses; at the start of this new concrete road project the fund balance is ninety-three percent of expenses.

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Bissonnette, council voted five (5) "ayes", no (0) "nays" to accept the audit report for fiscal year 2018-2019. *The motion carried.*

**Consideration and approval of a resolution relating to establishing the town's intention to reimburse itself for the prior lawful expenditure of funds relating to constructing various town improvements from the proceeds of tax exempt obligations to be issued by the town for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date (Vargus)**

---

**(Agenda Item E.7)**

Mayor Vargus reported that the expenses associated with the road project that are paid by the town up front can be reimbursed to the town through the bond proceeds.

**MOTION:** Upon a motion made by Councilman Bissonnette and seconded by Mayor Pro-Tem West, council voted five (5) "ayes", no (0) "nays" to approve the resolution establishing the town's intent to reimburse itself from the bond proceeds. *The motion carried.*

**Update on Concrete Road Project (Brittney Shake, Kimley Horn)**

---

**(Agenda Item E.8)**

Brittney Shake reviewed the updated timeline and the details of the Geotech and survey. Ms. Shake reported on the preliminary design of the road and walking the details of the survey. Ms. Shake stated the Geotech did not recommend using a liner and the road will be six inches of concrete. Ms. Shake reported that some minor adjustments to the location of the road were made on curves. Ms. Shake reviewed the grading and drainage preliminary design which proposes keeping existing ditches in some areas and removing ditches in other areas. The week of November 18<sup>th</sup> a thirty-percent schematic will be presented to the town for review. Final design is expected to be completed in early February 2020. Current roads are between seventeen feet and twenty-two feet wide. There was some discussion about meeting at Kimley Horn to have access to the information on their systems.

Mayor Vargus reviewed proposed changes to the current mailbox facility to accommodate the mailboxes that will need to be moved from Highridge and allow for parking. There was some discussion about moving the fence at the water plant and relocating the rolling gate to the sewer plant. There was some discussion about moving the bulletin board.

**Consideration of Adoption of Amended  
Thoroughfare Plan (Vargus)**

**(Agenda Item E.9)**

Mayor Vargus reviewed the traffic study completed by the town engineer which recommends moving the entrance for safety reasons. Mayor Vargus reported on the process for amending the thoroughfare plan. Mayor Vargus stated for safety reasons he believes the town needs to have two left turn lanes to exit town. Council discussed three lanes to exit town and two lanes to enter town. Mayor Vargus reported the proposed thoroughfare plan shows the entrance in the location the Town Engineer has recommended as being the best option for safety.

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

**Consideration of Amendment of the  
Consolidated Fee Ordinance (Vargus)**

**(Agenda Item E.10)**

Mayor Vargus stated the garbage fees need to be amended due to the new contract with Republic Services. The meter set fees also need to be amended to allow for larger meters and remote read meters. Councilman Bushong recommended changing the title of section 2.7.1 to “Meter and Set Fee” to cover parts and labor.

**MOTION:** Upon a motion made by Councilman Bushong and seconded by Mayor Pro-Tem West, council voted five (5) “ayes”, no (0) “nays” to amend the consolidated fee ordinance to adopt the new garbage rates and incorporate the meter and set fees as presented. *The motion carried.*

**Discussion of Water and Wastewater System  
Capacity (Vargus)**

**(Agenda Item E.11)**

Mayor Vargus reviewed the storage capacity and demand on the water system during the summer. The system has enough storage capacity to cover approximately 800 homes. An additional well will be required. There was some discussion about TCEQ requirements.

Mayor Vargus reviewed the capacity and demand on the sewer system during the previous summer. There was some discussion about TCEQ requirements. The town will start the design engineering for increasing the capacity of the sewer plant within the next several months which is well in advance of the TCEQ requirement.

**EXECUTIVE SESSION:**

**(Agenda Item F)**

**LAKEWOOD VILLAGE TOWN COUNCIL  
REGULAR SESSION  
NOVEMBER 14, 2019**

**Page 7**

At 8:17 p.m. Mayor Vargus recessed into executive session in accordance with (1) § 551.071(2), Texas Government Code to wit: consultation with Town Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter to receive legal advice. (2) § 551.072 Texas Government Code to wit: deliberations about real property; (3) § 551.087 Texas Government Code to wit: Economic Development Negotiations; and (4) § 551.076 Texas Government Code to wit: deliberations about Security Devices

**RECONVENE:**

**(Agenda Item G)**

Mayor Vargus reconvened the regular session at 9:46 p.m. No action was taken.

**REPORTS**

**(Agenda Item H)**

Town Secretary Asbell reported the official Dark Sky Community designation has been received.

Mayor Vargus reported that the financial advisors will attend the next council meeting to provide information about the bond issuance.

**ADJOURNMENT**

**(Agenda Item I)**

**MOTION:** Upon a motion made by Councilwoman Lepley and seconded by Councilman Farage council voted five (5) “ayes” and no (0) “nays” to adjourn the Regular Meeting of the Lakewood Village Town Council at 9:50 p.m. on Thursday, November 14, 2019. The motion carried.

These minutes approved by the Lakewood Village Town Council on the XXth day of February 2020.

APPROVED

\_\_\_\_\_  
Darrell West  
MAYOR PRO-TEM

ATTEST:

\_\_\_\_\_  
Linda Asbell, TRMC, CMC  
TOWN SECRETARY



February 5, 2020

Town of Lakewood Village  
100 Highridge Dr.  
Lakewood Village, TX 75068  
Attention: Dr. Mark Vargus, Chief Financial Officer

**Re: US\$4,500,000 Town of Lakewood Village, Texas, Combination Tax and Limited Pledge Revenue  
Certificates of Obligation, Series 2020, dated: February 28, 2020, due: February 01, 2040, Public**

Thank you for your request for a S&P Global Ratings credit rating as described above. We agree to provide the credit rating in accordance with this letter and the rating letter, and you agree to perform your obligations set out in sections 1, 2 and 3 of this letter. Unless otherwise indicated, the term "issuer" in this letter means both the issuer and the obligor if the obligor is not the issuer.

We will make every effort to provide you with the high level of analytical performance and knowledgeable service for which we have become known worldwide. You will be contacted directly by your assigned analytic team.

#### 1. Fees and Termination.

In consideration of our analytic review and issuance of the credit rating, you agree to pay us the following fees:

Rating Fee. You agree to pay us a credit rating fee of **\$13,500** plus all applicable value-added, sale, use and similar taxes. S&P Global Ratings reserves the right to adjust the credit rating fee if the proposed par amount changes. Payment of the credit rating fee is not conditioned on S&P Global Ratings issuance of any particular credit rating.

Other Fees and Expenses. You will reimburse S&P Global Ratings for reasonable travel and legal expenses. Should the credit rating not be issued, you agree to compensate us based on our time, effort, and charges incurred through the date upon which it is determined that the credit rating will not be issued.

Termination of Engagement. This engagement may be terminated by either party at any time upon written notice to the other party.

#### 2. Private and Confidential Credit Ratings.

Unless you request otherwise, the credit rating provided under this Agreement will be a public credit rating.

If you request a confidential credit rating under this Agreement, you agree that the credit rating will be exclusively for your internal use, and not to disclose it to any third party other than your professional advisors who are bound by appropriate confidentiality obligations or as otherwise required by law or regulation or for regulatory purposes.

If you request a private credit rating under this Agreement, S&P Global Ratings will make such credit rating and related report available by email or through a password-protected website or third-party private document exchange to a limited number of third parties you identify, and you agree not to disclose such credit rating to any third party other than (A) to your professional advisors who are bound by appropriate confidentiality obligations, (B) as required by law or regulation or for regulatory purposes, or (C) for the purpose of preparing required periodic reports relating to the assets owned by a special purpose vehicle that has purchased the rated obligation, provided that the preparer(s) of the reports must agree to keep the information confidential and the

private credit rating shall not be referred to or listed in the reports under the heading "credit rating," "rating" or "S&P rating", and shall be identified only as an "S&P Global Ratings implied rating" or similar term. If a third-party private document exchange is used, you agree to pay a one time administrative fee of \$10,000 in addition to the fees outlined in this Agreement. You also agree to maintain the list of third-parties authorized to access the private credit rating current and to notify S&P Global Ratings in writing of any changes to that list. S&P Global Ratings may make access to the private credit rating subject to certain terms and conditions, and disclose on its public website the fact that the rated entity or obligations (as applicable) has been assigned a private credit rating.

### 3. Information to be Provided by You.

To assign and maintain the credit rating pursuant to this letter, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the credit rating and the continued flow of material information as part of the surveillance process. You also understand that credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings opinion of the information received from issuers and their agents and advisors.

### 4. Other.

S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer, its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

With respect to each rating that you have asked S&P Global Ratings (a "nationally recognized statistical rating organization") to rate under this Agreement, you understand that S&P Global Ratings is required under Rule 17g-7(a)(1)(ii)(J)(1) through (2) under the Securities Exchange Act of 1934 (hereafter "J1/J2"), to determine, ahead of publication of the rating, the entity paying for credit rating services, the role that entity undertakes, and whether the entity paying for credit rating services has also paid S&P Global Ratings for ancillary services during the most recently ended fiscal year. You acknowledge that the undersigned contracted party is the entity responsible for payment of credit rating services, and will, by default, be the legal entity S&P Global Ratings uses for its J1/J2 disclosures, unless otherwise indicated by you. To the extent that you do not expect to pay the fees due under this Agreement directly, you undertake to notify S&P Global Ratings, in writing and in advance of any credit rating publication, of a) the full legal name, address and role of the entity that will be the recipient ("bill-to") of S&P Global Ratings invoices due under this Agreement and b) where different to the bill-to entity, the full legal name, address and role of the entity that will be the payer of invoices; you understand that we cannot use a paying agent or similar intermediary for the purpose of the disclosure. You understand, as contracting party, your role in enabling S&P Global Ratings to accurately present the disclosure of its credit

ratings.

Please feel free to contact Michael Abad at [michael.abad@spglobal.com](mailto:michael.abad@spglobal.com) if you have any questions or suggestions about our fee policies. In addition, please visit our web site at [www.standardandpoors.com](http://www.standardandpoors.com) for our ratings definitions and criteria, research highlights, and related information. We appreciate your business and look forward to working with you.

Sincerely yours,  
Blakely Fishlin

By :



Name: Blakely D. Fishlin

Title: Director, Sr. Lead, Product Management & Development  
ma

cc:

Mr. Mark M. McLiney, Senior Managing Director  
SAMCO Capital Markets

## S&P Global Ratings - Data Protection Appendix to Terms and Conditions

1. **This Appendix:** This Data Protection Appendix ("**Appendix**") is incorporated into the Engagement Letter and S&P Global Ratings Terms and Conditions (together, the "**Agreement**") between S&P Global Ratings and you. In the event of conflict, this Appendix takes priority over the provisions of the Agreement but solely to the extent of the conflict.

2. **Definitions:** All words, terms or phrases, the meaning of which are defined in the Agreement, shall have the same meaning where used in this Appendix. In this Appendix, the following terms shall have the following meanings:

"**controller**", "**processor**", "**data subject**", "**personal data**", "**processing**", "**process**", "**special categories of personal data**" and "**joint controller**" shall have the meanings given in Applicable Data Protection Law; where these terms are not defined in the Applicable Data Protection Law, they shall have the meaning given to them in the GDPR;

"**Analytical Data**" means underlying personal data contained within the information which is provided to S&P Global Ratings for the purposes of the provision of the Services, such as the personal data of individuals who have financial products in place which are relevant to the issuing of a rating;

"**Applicable Data Protection Law**" shall mean, as applicable, the **EU General Data Protection Regulation (Regulation 2016/679)** (as may be amended, superseded or replaced) ("**GDPR**") and all other supplemental or implementing laws relating to data privacy in the relevant European Union member state, including where applicable the guidance and codes of practice issued by the relevant supervisory authority, and/or all applicable analogous privacy laws of other countries;

"**Client Data**" means personal data of data subjects, such as your employees, associates or partners, that is provided to S&P Global Ratings during the provision by S&P Global Ratings of the Services to you, such as name, job title, name of employer, office email address, office physical address, internet protocol address, office telephone number and language selection (and excludes special categories of personal data);

"**Data**" means Analytical Data and Client Data;

"**Permitted Purpose**" means processing:

(A) by employees, officers, consultants, agents and advisors of S&P Global Ratings or its affiliates of Data: (i) to provide ratings and other products and services (the "**Services**") to you, (ii) to communicate with you regarding the Services that may be of interest to you, (iii) as described in the S&P Global Ratings' Use of Information section of the Agreement and (iv) as otherwise permitted in the Agreement;

(B) of personal data by you to access and use the Services;

"**Standard Contractual Clauses**" means standard contractual clauses (adopted by European Commission Decision 2004/915/EC on 27 December 2004) for the transfer of personal data from controllers in the EU to controllers in jurisdictions outside the European Economic Area, a copy of the current version of which is accessible at: <https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX%3A32004D0915> and which shall be deemed incorporated into this Appendix by reference solely for purposes of Clause 8 of this Appendix and within which you are the "**Data Exporter**" and S&P Global Ratings is the "**Data Importer**."

3. **Disclosure of data:** Each party will only disclose personal data to each other to process strictly for the Permitted Purpose.

4. **Relationship of the parties:** Except as may be specifically otherwise agreed, the parties acknowledge that you are a **controller** of the Data you disclose to S&P Global Ratings and that S&P Global Ratings will process the Data you disclose to S&P Global Ratings as a separate and independent controller strictly for the Permitted Purpose. In no event will the parties process the Data as joint controllers. Each party shall be individually and separately responsible for complying with the obligations that apply to it as a controller under Applicable Data Protection Law. Please see our Customer Privacy Policy (available at <https://www.spglobal.com/corporate-privacy-policy>) and Cookie Notice (available at <https://www.spglobal.com/corporate-privacy-policy/corporate-privacy-and-cookie-notice>) for further information regarding how personal data that you provide to S&P Global Ratings in connection with the Services will be used and maintained.

5. **Investigations:** Except where and to the extent prohibited by applicable law, each party ("**Notifier**") will

inform the other promptly, and in any event within three (3) business days of, any inquiry, communication, request or complaint relating to Notifier's processing of the personal data transferred to it under this Agreement by the other party which is received from: (i) any governmental, regulatory or supervisory authority, (ii) any data subject or (iii) any other person or entity alleging unlawful or unauthorized processing.

**6. Use and Restrictions on Use:** Notwithstanding the information that you are entitled to use from the Services and distribute to third parties to the extent permitted by the Agreement, you shall not distribute or use any personal data to which you have had access when receiving the Services other than for the Permitted Purpose.

**7. Security:** The parties shall implement appropriate technical and organisational measures to protect the Data from: (i) accidental, unauthorized or unlawful destruction and (ii) loss, alteration, unauthorised disclosure of or access to the Data.

**8. International Transfers of Data outside the EEA:**

8.1 This Clause 8 and the Standard Contractual Clauses shall apply only with respect to Data transferred from the European Economic Area ("EEA") to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses deemed to be incorporated into this Appendix.

8.2 S&P Global Ratings may process (or permit to be processed) any Data transferred from the EEA to S&P Global Ratings and its affiliates in a territory outside of the EEA, provided that such transfers shall comply with the Standard Contractual Clauses. In applying and interpreting the Standard Contractual Clauses, the parties agree that **Annex A** will apply and **Annex B** thereto shall be populated as follows:

***(1) Data Subjects to whom the personal data relates:***

*(i) Persons who are employees, officers, contractors, agents or advisors of the Data Exporter and/or of companies affiliated with it who are engaged in the decision to enter into the Agreement and/or who enter into the Agreement with the Data Importer for the provision of the Data Importer's Services; and*

*(ii) persons in respect of whom the Data Exporter or its agents or advisors have provided personal data to the Data Importer to enable the Data Importer to provide the Services.*

***(2) Purposes for which the data transfer is made:***

*The Permitted Purpose.*

***(3) Categories of personal data transferred:***

*Client Data and Analytical Data.*

***(4) Categories of recipients to whom the personal data is transferred or disclosed:***

*Employees, officers, consultants, agents and advisors of the Data Importer or its affiliates and third parties, including public bodies, regulators and law enforcers, to the extent S&P Global Ratings is required to disclose Data by contract, regulation, litigation or law.*

***(5) Sensitive data or categories of sensitive data to be transferred (special category personal data):***

*Not applicable.*

***(6) Contact Point for the Data Importer:***

*RatingsGDPR@spglobal.com*

8.3 The parties agree that the following optional clause to the Standard Contractual Clauses shall apply as between them:

*"(1) Each party shall perform its obligations under these clauses at its own cost."*

**9. Survival:** This Appendix shall survive termination or expiry of the Agreement. Upon termination or expiry of the Agreement, S&P Global Ratings may continue to process the Data, provided that such processing complies with the requirements of this Appendix and Applicable Data Protection Law.

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE TOWN OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, AUTHORIZING AND CREATING PUBLIC IMPROVEMENT DISTRICT NO. 1 IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lakewood Village, Texas (the “*Town*”), is authorized under Chapter 372 of the Texas Local Government Code (the “*Act*”), to create a public improvement district within the corporate limits of the Town; and

**WHEREAS**, on October 31, 2019, The Sanctuary Texas, LLC, a Texas limited liability company (the “*Petitioner*”) submitted and filed with the Town Secretary of the Town a petition (the “*Petition*”) requesting the establishment of a public improvement district for property within the corporate limits of the Town; and

**WHEREAS**, the Petition requested the creation of the Public Improvement District No. 1 (the “*District*”), which District is located within the extraterritorial jurisdiction of the Town and more particularly depicted in Exhibit A and described by metes and bounds in Exhibit B (the “*Property*”) each attached hereto and incorporated herein for all purposes; and

**WHEREAS**, the Town Council of the Town (the “*Town Council*”) has investigated and determined that the facts contained in the Petition are true and correct; and

**WHEREAS**, after publishing notice in the *Denton Record-Chronicle* on January 25, 2020, a newspaper of general circulation in the Town, and mailing notice of the hearing, all as required by and in conformity with the Act, the Town Council, opened a public hearing on the advisability of the improvements on February 13, 2020, and after all interested parties were given the opportunity to speak, the Town Council closed the public hearing.

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

Section 1. The findings set forth in the recitals of this Resolution are found to be true and correct.

Section 2. The Petition submitted to the Town by the Petitioner was filed with the Town Secretary and complies with Section 372.005 of the Act.

Section 3. Pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the Town Council, after considering the Petition and the evidence and testimony presented at the public hearing on February 13, 2020, hereby finds and declares:

- (a) **Advisability of the Proposed Improvements.** It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the Town and will confer a special benefit on the Property.
- (b) **General Nature of the Authorized Improvements.** The purposes of the District include the design, acquisition and construction of public improvement projects authorized by the Act, that are necessary for the development of the Property, which public improvements may include, but not be limited to: (i) roadway improvements; storm drainage improvements; water and wastewater system improvements; and, other similar improvement projects; (ii) payment of expenses incurred in the establishment, administration and operation of the District; and, (iii) payment of expenses associated with financing such public improvement projects, which may include but are not limited to, costs associated with issuance and sale of revenue bonds secured by assessments levied against the Property (collectively, the “Authorized Improvements”). These Authorized Improvements promote the interests of the Town and confer a special benefit on the Property.
- (c) **Estimated Costs of the Authorized Improvements and Apportionment of Costs.** The estimated total costs to design, acquire, and construct the Authorized Improvements, including payment of expenses to finance such public improvement projects such as eligible legal and financial fees and expenses incurred in the establishment, administration and operation of the District, is \$16,000,000 which costs shall be paid by assessments levied on the Property within the District. The Town will not be obligated to provide any funds to finance the Authorized Improvements, other than from assessments levied on the Property. No municipal property in the District

shall be assessed. The developer of the Property (the “**Developer**”) may also pay certain costs of the Authorized Improvements from other funds available to the Developer.

- (d) **Boundaries of the District.** The District is proposed to include approximately 63.826 acres of land generally located north of the intersection of Lakecrest Drive and W. Eldorado Parkway, south of South Oak – Phase 1, east of Lake Lewisville, and west of the intersection of Fisherman’s Cove and W. Eldorado Parkway; and, as more particularly depicted in Exhibit A attached hereto, and as more properly described in the metes and bounds described in Exhibit B attached hereto.
- (e) **Proposed Method of Assessment.** The Town shall levy assessments on each parcel within the District in a manner that results in imposing equal shares of the costs on property similarly benefited. All assessments may be paid in full at any time (including interest and debt), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed by the assessments and must continue for a period necessary to retire the indebtedness for those Authorized Improvements (including interest).
- (f) **Management of the District.** The District shall be managed by the Town, with the assistance of a consultant, who shall, from time to time, advise the Town regarding certain operations of the District.
- (g) **Advisory Board.** The District shall be managed without the creation of an advisory body.

Section 4. The Public Improvement District No. 1 is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the Town Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment, and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.



Section 5. Notice of this Resolution authorizing the District shall be given by publishing such notice once in the *Denton Record-Chronicle*, a newspaper of general circulation in the Town. Effective upon the publication of such notice, the District shall be established.

Section 6. This Resolution shall take effect immediately from and after its passage and publication as required by law.

PASSED, APPROVED AND ADOPTED by the Town Council of the Town of Lakewood Village, Texas on the XXth day of February 2020.

**TOWN OF LAKEWOOD VILLAGE**

---

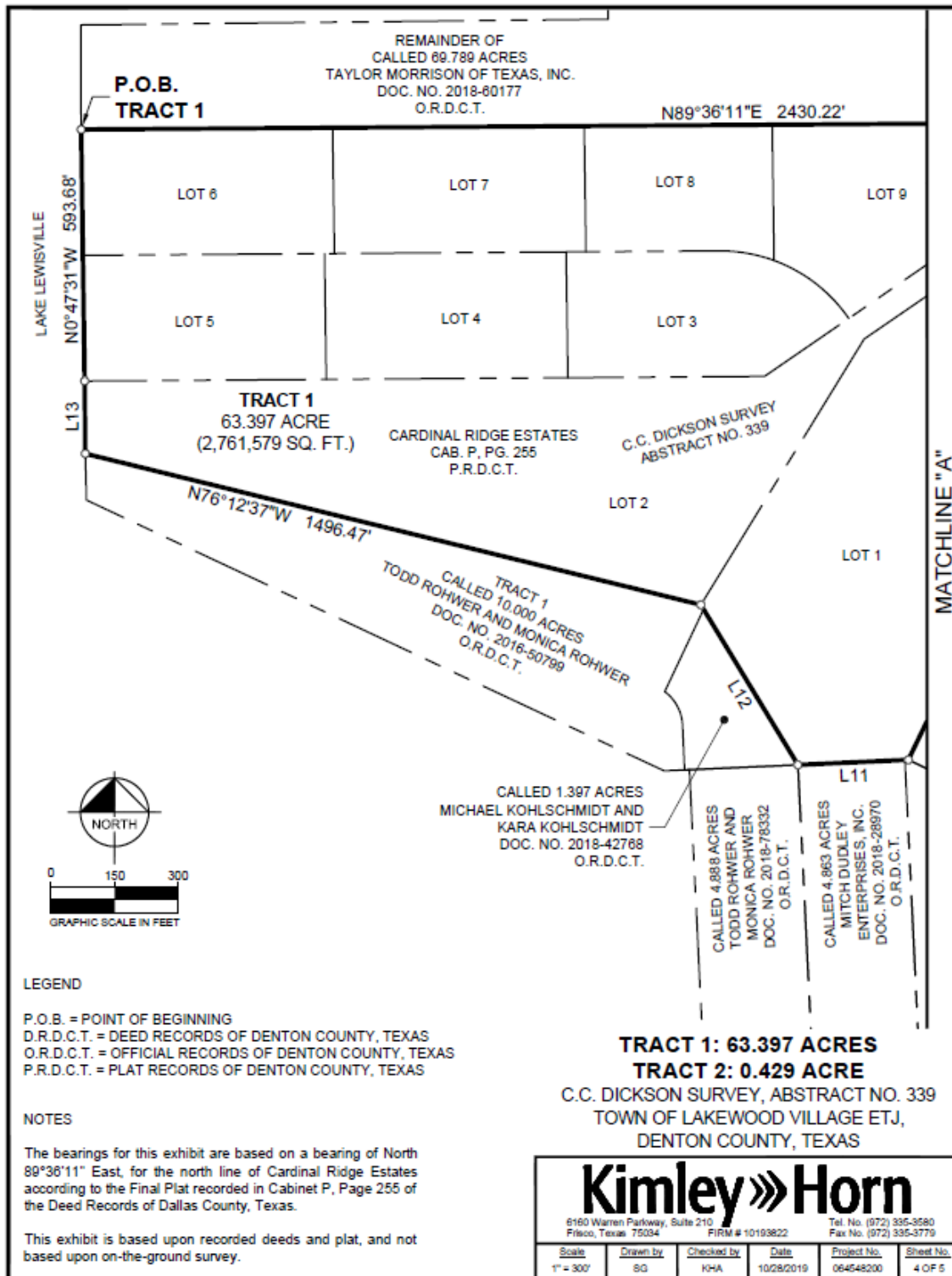
DR. MARK E. VARGUS  
MAYOR

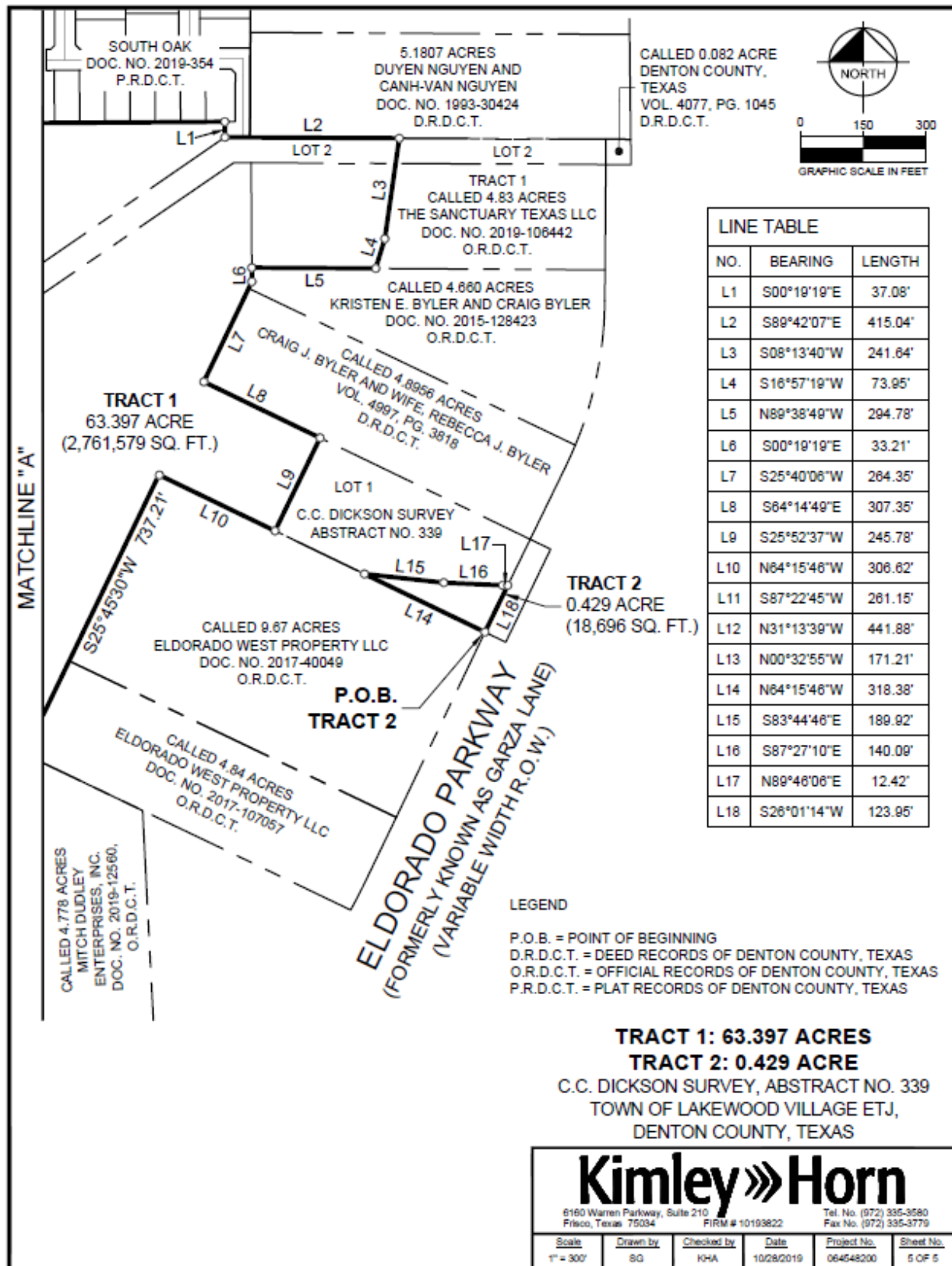
**ATTEST:**

---

LINDA ASBELL, TRMC, CMC  
TOWN SECRETARY

# EXHIBIT A PROPERTY DEPICTION





**EXHIBIT B**  
**Metes and Bounds Description of the Property**

**LEGAL DESCRIPTION**

**TRACT 1**

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

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

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

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

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

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

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

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

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

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

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

Continued on Sheet 2

**TRACT 1: 63.397 ACRES**

**TRACT 2: 0.429 ACRE**

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

**Kimley»Horn**

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

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10-28-2019	084548200	1 OF 3

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEY\NO PROJECT\NOUO ACRE LITTLE ELM\064548200 MUD EXHIBIT DWG

Continued from Sheet 1

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

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

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

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

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

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

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

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

#### NOTES

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

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

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

**Kimley»Horn**

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

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

GINAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEYING\PROJECT\NOV0 ACRE LITTLE ELM\064548200 MUD EXHIBIT DWG

## TRACT 2

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

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

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

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

South  $83^{\circ}44'46''$  East, a distance of 189.92 feet to a point for corner;

South  $87^{\circ}27'10''$  East, a distance of 140.09 feet to a point for corner;

North  $89^{\circ}46'06''$  East, a distance of 12.42 feet to a point for corner on the easterly line of said Lot 1 and the westerly right-of-way line of said Eldorado Parkway;

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

## NOTES

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

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

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

<b>Kimley»Horn</b>					
6160 Warren Parkway Suite 210 Frisco, Texas 75034 FIRM # 10193822 Tel No (972) 335-3580 Fax No (972) 335-3779					
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	SG	KHA	10/28/2019	064546200	3 OF 5

GUNAWAN, SYLVIANA 10/28/2019 9:33 AM K:\FRI\_SURVEY\NO PROJECT NO\70 ACRE LITTLE ELM\064546200 MUD EXHIBIT DWG



December 11, 2019

Town of Lakewood Village  
Linda Asbell  
Town Secretary, Town Administrator  
100 Highridge Dr.  
Lakewood Village, Texas 75068

Dear Linda Asbell,

P3Works, LLC, is pleased to have the opportunity to assist the Town of Lakewood Village by providing analysis for the contemplated Sunset Cove Public Improvement District ("PID").

I have assembled the following proposal that will give you an overview of the due diligence and feasibility analysis process as well as our costs to complete these services.

#### **SCOPE OF SERVICE**

P3Works will, as directed by the City Council and/or his/her designee, evaluate the Developer's request on an hourly basis. This will include but is not limited to the review and analysis of existing documents, maps, and financial models as provided by various Developers, as well as the creation of documents and financial models.

It is our understanding that the Developer will be responsible for establishing an escrow account with the City from which our invoices will be paid.

P3Works will itemize billable time at an hourly rate as cited below.

#### **2019 COMPENSATION RATES**

All services will be performed on an hourly basis according to the following rate schedule:

<i><b>Title</b></i>	<i><b>Hourly Rate</b></i>
<i>Managing Partner</i>	<i>\$250</i>
<i>Vice President</i>	<i>\$185</i>
<i>Senior Associate</i>	<i>\$160</i>
<i>Associate</i>	<i>\$135</i>
<i>Administrative</i>	<i>\$100</i>

P3Works, LLC  
350 Rule Snow Dr. Ste 200  
Keller, TX 76248



All P3Works invoices will be sent via P3Works's normal accounting procedures and are due and payable upon receipt.

\*P3WORKS' hourly rates may be adjusted from time to time to reflect increased costs of labor and/or adding/reclassifying titles.

#### TRAVEL and EXPENSES

For this engagement, actual travel time will be billed by the hour according to the schedule above.

#### TERMINATION

The City may terminate P3Works' services with or without cause at any time by written notification to:

Mary V. Petty  
Managing Partner  
P3Works, LLC.  
350 Rufe Snow Drive #200  
Keller, Texas 76248

Only hours worked prior to notice of termination are due and payable upon receipt of final invoice.

We sincerely appreciate the opportunity to serve you and the City of Lakewood Village and look forward to assisting you in these exciting projects.

If these terms are acceptable, please sign below and return at your convenience.

Sincerely,



Mary V. Petty  
Managing Partner

12/11/2019

Acknowledgement:

  
12/13/2019

Mayor, Town of Lakewood Village

cc: Jon Snyder, Partner, P3Works, LLC.



## AGREEMENT FOR TECHNICAL SERVICES

### Fugro

2880 Virgo Lane  
Dallas, TX 75229  
Phone: (972) 484-8301



**CLIENT** and **FUGRO** (Consultant), agree to the following assignment:

**PROJECT NAME:** Phase 2 Street Rehab - 064487105

**DATE:** February 05, 2020

**PROJECT LOCATION:** Lakewood Village, TX

**PROPOSAL NO.:** 04.4020.2018

**CLIENT CONTACT:** Town of Lakewood Village  
Honorable Dr. Mark Vargus- Mayor  
1000 Highridge Dr.  
Lakewood Village, TX 75068

**PHONE:** 972.294.5555  
**FAX:** 972.292.0812

**EMAIL:** mark@lakewoodvillagetx.us

**PROJECT DESCRIPTION & SCOPE OF SERVICES:** Fugro USA Land, Inc., is pleased to submit this construction materials proposal for the referenced project. We understand that the following materials testing & inspection services will be required: Earthwork testing (pavement subgrade, base, & drainage improvements), Steel Reinforcement Inspection, and concrete testing (pavement & drainage improvements) for a street rehabilitation and drainage improvements in Lakewood Village, TX per plans provided dated January 2020.

**FEES:** As discussed, we are submitting a "Unit Fee" proposal for the services on a part-time, call out basis. We suggest a budget of approximately **\$37,050.00** for the aforementioned scope. All services will be invoiced per the attached 2020 Unit Fee Schedule. Our Dallas/Fort Worth laboratories meet the basic requirements of ASTM E 329 and are authorized to operate in the State of Texas. If services not included in this scope are requested or authorized, they will also be invoiced per the attached fee schedule.

**TERMS AND CONDITIONS:** See attached Schedule 40.01 (Rev. Jan. 17).

**AUTHORIZATION:** In order for us to proceed with these services, please sign the signature block below and return the attached copy to us for our files. Whoever signs this proposal is identified as our Client as used throughout Schedule 40.01.

**Consultant:** Fugro

**Client:** \_\_\_\_\_

**By:** Donnie Ives

**By:** \_\_\_\_\_

**Name:** Donnie Ives

**Name:** \_\_\_\_\_

**Title:** Regional Projects Director

**Title:** \_\_\_\_\_

**Date:** 2/05/2020

**Date:** \_\_\_\_\_



## ESTIMATED COST OF SERVICES

### CMET-TESTING & INSPECTION SERVICES PROPOSAL PHASE 2 STREET REHABILITATION PROJECT LAKEWOOD VILLAGE, TEXAS

Date: Feb. 5, 2020

Proposal No: 04.4020-2018

<u>Description of Hourly Services</u>	<u>Quantity</u>	<u>Unit Fee</u>	<u>Unit</u>	<u>Total</u>
<b>Earth Work Monitoring and Testing</b>				
Compaction Testing -subgrade, base, utility backfill	190	\$ 50.00	hour	\$ 9,500.00
<b>Structural/Special Inspections</b>				
Steel Reinforcement Inspections	60	\$ 50.00	hour	\$ 3,000.00
P.E. Conformance Letter/Mix Design Review (if required)	2	\$ 250.00	each	\$ 500.00
<b>Concrete/Rebar Monitoring and Testing</b>				
Paving and Drainage	275	\$ 50.00	hour	\$ 13,750.00
<b>subtotal</b>				<b>\$ 26,750.00</b>
 <u>Description of Laboratory Unit Test Services</u>				
Moisture/Density Relationship, (ASTM D-698)	5	\$ 250.00	each	\$ 1,250.00
Qualification of Flexible Base per TXDOT 247 or COG	1	\$ 850.00	each	\$ 850.00
Atterberg Limits (ASTM D-4318)	5	\$ 70.00	each	\$ 350.00
Compressive Strength-Concrete Test Specimen	160	\$ 20.00	each	\$ 3,200.00
<b>subtotal</b>				<b>\$ 5,650.00</b>
 <u>Equipment Charges</u>				
Vehicle Charges	68	\$ 50.00	day	\$ 3,400.00
Nuclear Density Device (no per test fee)	25	\$ 50.00	day	\$ 1,250.00
<b>subtotal</b>				<b>\$ 4,650.00</b>
 <b>Total Estimate</b>				<b>\$ 37,050.00</b>

Project Duration approx 8 mo on part-time; call-out basis  
Please schedule service 24 hours in advance

## FEES FOR CONSTRUCTION MATERIALS TESTING SERVICES

		Regular Time <sup>(1)</sup>	Overtime <sup>(2)</sup>
<b>1. Field Technicians</b>			
1.1. Technician (NICET Level I or equivalent)		\$ 50.00/hour	\$ 75.00/hour
1.2. Senior Technician (NICET Level II, TxDOT Level 1A/1B, Associate Welding Inspector, or equivalent)		\$ 60.00/hour	\$ 90.00/hour
1.3. Senior Supervising Technician (NICET Level III, TxDOT Level II, or equivalent)		\$ 95.00/hour	\$ 140.00/hour
1.4. Certified Welding Inspector		\$ 75.00/hour	\$ 112.00/hour
<b>2. Field Testing and Equipment</b>			<b>Unit Rate</b>
2.1. Transportation (Minimum \$0.60/mile)			\$ .60/mi
2.2. Nuclear Density Tests (In addition to technician time)			\$ 17.50/test
2.3. Torque Wrench			\$ 22.00/day
2.4. Dye Penetrant & Magnetic Particle Supplies			Cost + 15%
2.5. Ultrasonic Testing Equipment			\$ 27.50/hour
2.6. Asphalt Coring Equipment			\$ 27.50/hour
2.7. Concrete Coring Equipment			\$ 27.50/hour
2.8. Concrete Core Bit Charges			+ bit charge
2.8.1 3 inch-diameter Core			\$ 3.30/inch
2.8.2 4 inch-diameter Core			\$ 4.40/inch
2.8.3 6 inch-diameter Core			\$ 6.60/inch
(Other sizes quoted upon request)			
2.9. Floor Flatness/Floor Levelness Equipment (ASTM E1155)			\$ 350.00/day
2.10. Air Content of Fresh Concrete (ASTM C173, C231)			\$ 20.00/each
2.11. Unit Weight of Fresh Concrete (ASTM C138)			\$ 44.00/each
2.12. Soil-Lime Field Gradation (TEX-101-E, Part III)			\$ 40.00/each
2.13. Center-Pull Ram, Gauge and Hand Pump (pull test)			\$ 55.00/test
<b>3. Laboratory Testing - Soil</b>			
3.1. Natural Moisture Content (TEX-103-E)			\$ 16.50/each
3.2. Atterberg Limits (TEX-104, 105, 106, 107-E)			\$ 70.00/each
3.3. Sieve Analysis (TEX-110-E)			\$ 70.00/each
3.4. Percent Passing No. 200 Sieve (TEX-111-E)			\$ 50.00/each
3.5. Combined Sieve Analysis (TEX-110, 110-E)			\$ 70.00/each
3.6. Moisture Density Relationship (ASTM D 698), (ASTM D 1557), (TEX-113-E), (TEX-114-E)			\$ 250.00/each
3.7. Texas Triaxial Compression Test on Base Material (TEX-117-E Part II)			\$1,350.00/set of 7
3.8. Wet Ball Mill (TEX-116-E)			\$ 185.00/each
3.9. Permeability of Silt or Clay (ASTM D 5084)			\$ 385.00/each
3.10. Sample Remolding			\$ 66.00/each
3.11. Sample Preparation (Soils with P.I. >25, or TEX-101-E)			\$ 66.00/sample
3.12. Soil pH (TEX-128-E)			\$ 66.00/each
3.13. Soil-Lime pH Series (6 points, TEX-121-E, Part III)			\$ 235.00/set
3.14. Soluble Sulfates (TEX-145-E)			\$ 95.00/each
3.15. Hydrometer (ASTM D422)			\$ 250.00/each
<b>4. Laboratory Tests - Concrete and Cement</b>			
4.1. Sodium Soundness of Aggregate (ASTM C88)			\$ 300.00/each
4.2. Aggregate Sieve Analysis (ASTM C136)			\$ 80.00/each

4.3.	Specific Gravity of Aggregate (ASTM C127, 128) .....	\$ 80.00/each
4.4.	Absorption of Aggregate (ASTM C127, 128) .....	\$ 80.00/each
4.5.	Unit Weight of Aggregate (ASTM C29) .....	\$ 80.00/each
4.6.	Concrete Cylinder Compressive Strength (ASTM C39) .....	\$ 20.00/each
4.7.	Beam Flexural Strength (ASTM C 78) .....	\$ 60.00/each
4.8.	Mortar Cube Compressive Strength (ASTM C780) .....	\$ 20.00/each
4.9.	Grout Specimen Compressive Strength (ASTM C1019) .....	\$ 50.00/each
4.10.	Concrete Masonry Unit Strength (ASTM C140) .....	\$ 90.00/each
4.11.	Concrete Masonry Unit Prism Strength (ASTM C1314) .....	\$ 250.00/each
4.12.	Drilled Core Compressive Strength (ASTM C42) .....	\$ 90.00/each

#### 5. Laboratory Testing - Asphalt and Roofing

5.1.	Mix Design (Hveem or Marshall Method) .....	Quoted on Request
5.2.	Molding Test Specimens, 3 per set (TEX-206-F), Bulk Density (TEX-207-F), and Stability (TEX-208-F) .....	\$ 145.00/set
5.3.	Determine Maximum Theoretical Density (TEX-227-F) .....	\$ 90.00/each
5.4.	Asphalt Content & Gradation (TEX-236-F, 200-F), oven .....	\$ 250.00/each
5.5.	Asphalt Oven Correction Factors (TEX-236-F, 200-F), oven .....	\$1,250.00/each
5.5.	Asphalt Content and Gradation (ASTM D2172), extraction .....	\$ 450.00/each
5.6.	Bulk Specific Gravity of Asphalt Core (TEX-207-F) .....	\$ 50.00/each
5.7.	Roof Ballast Sieve Analysis .....	\$ 70.00/each
5.8.	Oven Dried Moisture Content of Roofing Materials .....	\$ 40.00/each

#### 6. Laboratory Testing - Structural Steel

6.1.	Weld Procedure and Welder Qualification Testing Rates .....	Quoted on Request
6.2.	Laboratory Density of Field Cut Fireproofing .....	\$ 60.00/each

#### 7. Report Preparation

Test report preparation, review, and initial electronic distribution will be invoiced at a flat rate of 5% of total fees invoiced. Special requests for archived report retrieval, re-distribution, faxing, hard-copy mailing, and preparation of engineered reports and submittals will be invoiced at the following rates:

7.1.	Word Processing .....	\$ 65.00/hour
7.2.	Drafting .....	\$ 85.00/hour
7.3.	Reproduction .....	Cost + 15%
7.4.	Postage and Overnight Service .....	Cost + 15%

#### 8. Engineering Consultation

8.1.	Senior Consultant or Project Principal .....	\$200.00/hour
8.2.	Project Manager .....	\$175.00/hour
8.3.	Project Engineer, Laboratory Manager .....	\$150.00/hour
8.4.	Geologist .....	\$150.00/hour
8.5.	Graduate Professional .....	\$125.00/hour

#### 9. Outside Services .....

**Cost + 15%**

Notes: (1) Minimum call-out charge for CMT technician and equipment or sample pick-up is 2 hours. Minimum call-out charge for CWI technician is 4 hours. Charges are accrued portal to portal.

(2) Overtime rates are applicable to time worked in excess of 8 hours per day, Monday through Friday; hours worked before 7:00 am and after 6:00 pm; and all hours worked on Saturdays, Sundays, and holidays.



## **GENERAL CONDITIONS FOR TECHNICAL SERVICES**

1. **Parties to This Agreement**  
CLIENT as used herein is the entity who authorizes performance of services by Fugro USA Land, Inc. (FUGRO) under the conditions stated herein. FUGRO as used herein includes, Fugro USA Land, Inc., its employees and officers, and its subcontractors and sub-consultants (including affiliated corporations).
2. **On-site Responsibilities and Risks**
  - 2.1 Right-of-Entry. Unless otherwise agreed, CLIENT will furnish unfettered rights-of-entry and obtain permits as required for FUGRO to perform the fieldwork.
  - 2.2 Damage to Property. FUGRO will take reasonable precautions to reduce damage to land and other property caused by FUGRO's operations. However, CLIENT understands that damage may occur and FUGRO's fee does not include the cost of repairing such damage. If CLIENT desires FUGRO to repair and/or pay for damages, FUGRO will undertake the repairs and add the pre-agreed cost to FUGRO's fee.
  - 2.3 Toxic and Hazardous Materials. CLIENT will provide FUGRO with all information within CLIENT's possession or knowledge as to the potential occurrence of toxic or hazardous materials, or Biological Pollutants (as defined in 9. below) at the site being investigated. If unanticipated toxic or hazardous materials, or biological pollutants are encountered, FUGRO reserves the right to demobilize FUGRO's field operations at CLIENT's expense. Remobilization will proceed following consultation with FUGRO's safety coordinator and CLIENT's acceptance of proposed safety measures and fee adjustments.
  - 2.4 Utilities and Pipelines. While performing FUGRO's fieldwork, FUGRO will take reasonable precautions to avoid damage to subterranean and subaqueous structures, pipelines, and utilities. CLIENT agrees to defend, indemnify, and hold FUGRO harmless for any damages to such structures, pipelines, and utilities that are not called to FUGRO's attention and/or correctly shown on plans furnished to FUGRO.
  - 2.5 Site Safety. FUGRO is not responsible for the job site safety of others, nor does FUGRO have stop-work authority over work by others. However, FUGRO will conduct its work in a safe, workman-like manner, and will observe the work-site safety requirements of CLIENT that have been communicated to FUGRO in writing.
3. **Standard of Care**
  - 3.1 FUGRO will perform its services consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same location.
  - 3.2 CLIENT acknowledges that conditions may vary from those encountered at the location where borings, surveys, or explorations are made and that FUGRO's data, interpretations, and recommendations are based solely on the information available to FUGRO, and FUGRO is not responsible for the interpretation by others of the information developed.
4. **Limitation of Remedies**  
To the greatest extent permitted by law, CLIENT's sole remedy against FUGRO for claims and liabilities in any way arising out of or directly or indirectly related to FUGRO's work for CLIENT will not exceed an aggregate limit of \$50,000 or the amount of FUGRO's fee, whichever is greater, regardless of the legal theory under which remedy is sought, whether based on negligence [whether sole or concurrent, active or passive], breach of warranty, breach of contract, strict liability or otherwise. In the event CLIENT does not wish to limit FUGRO's remedy to this sum, and if CLIENT requests in writing prior to acceptance of this Agreement, FUGRO agrees to negotiate a greater remedy amount in exchange for an increase in scope and fee appropriate to the project and remedy risks involved.
5. **Invoices and Payment**  
At FUGRO's discretion, invoices will be submitted at the completion of task elements, or monthly for services rendered. Payment is due upon presentation of FUGRO's invoice and is past due thirty- (30) days from invoice date. CLIENT agrees to pay a financing charge of one percent (1%) per month (or the maximum rate allowable by law, whichever is less), on past due accounts, and agrees to pay attorney's fees or other costs incurred in collecting any delinquent amount.
6. **Data, Records, Work Product and Report(s), and Samples**  
Data, Records, Work Product and Report(s) are FUGRO's property. All pertinent records relating to FUGRO's services shall be retained for a minimum of two (2) years after completion of the work. CLIENT shall have access to the records at all reasonable times during said period. FUGRO will retain samples of soil and rock for a minimum of 30 days after submission of FUGRO's report unless CLIENT advises FUGRO otherwise. Upon CLIENT's written request, for an agreed charge FUGRO will store or deliver the samples in accordance with CLIENT's instructions.
7. **Indemnification**  
Each party (Indemnitor) shall protect, defend, indemnify and hold harmless the other party (Indemnitee) from and against any claims, damages, losses, and costs arising from this Agreement or the project, including, but not limited to, reasonable attorney's fees and litigation costs, to the extent such claims, damages, losses or costs are caused by the negligence of the Indemnitor regardless of the negligence of the Indemnitee its employees, affiliated corporations, officers, and sub-tier parties in connection with the project.
8. **Consequential Damages**  
Notwithstanding any other provision of this Agreement, CLIENT and FUGRO waive and release any claim against the other for loss of revenue, profit or use of capital, loss of services, business interruption and/or delay, loss of product, production delays, losses resulting from failure to meet other contractual commitments or deadlines, downtime of facilities, or for any special, indirect, delay or consequential damages resulting from or arising out of this Agreement, or as a result of or in connection with the work, and whether based on negligence (whether sole or concurrent, active or passive), breach of warranty, breach of contract, strict liability or otherwise.
9. **Biological Pollutants**  
FUGRO's scope of work does not include the investigation, detection, or design related to the presence of any Biological Pollutants. The term "Biological Pollutants" includes, but is not limited to, mold, fungi, spores, bacteria, and viruses, and the byproducts of any such biological organisms. CLIENT agrees that FUGRO will have no liability for any claim regarding bodily injury or property damage alleged, arising from, or caused directly or indirectly by the presence of or exposure to any Biological Pollutants. In addition, CLIENT will defend, indemnify, and hold harmless FUGRO from any third party claim for damages alleged to arise from or be caused by the presence of or exposure to any Biological Pollutants. If CLIENT requests in writing prior to acceptance of this Agreement, FUGRO will negotiate a greater limitation amount, and remove CLIENT's responsibilities, in exchange for an increase in fee to develop an expanded scope of work to provide biological pollutant protection.
10. **Acceptance of Agreement**  
These GENERAL CONDITIONS have been established in large measure to allocate certain risks between CLIENT and FUGRO. FUGRO will not initiate service without formal agreement on the terms and conditions set forth in these GENERAL CONDITIONS. Acceptance or authorization to initiate services shall be considered by both parties to constitute formal acceptance of all terms and conditions of these GENERAL CONDITIONS. Furthermore, all preprinted terms and conditions on CLIENT's purchase order or purchase order acknowledgment forms are inapplicable to these GENERAL CONDITIONS and FUGRO's involvement in CLIENT's project.
11. **Termination of Contract**  
CLIENT and FUGRO may terminate services at any time upon ten (10) days written notice. In the event of termination, CLIENT agrees to fully compensate FUGRO for services performed including reimbursable expenses to the termination date, as well as demobilization expenses. FUGRO will terminate services without waiving any claims or incurring any liability.



To: Town of Lakewood Village  
Linda Asbell  
100 Highridge Dr  
Lakewood Village, TX 75068

From: Drew Satterwhite, P.E., General Manager  
Monday, July 29, 2019

Re: Request for Well Monitoring Agreement

The North Texas Groundwater Conservation District ("District") is in the process of trying to expand our Well Monitoring Program. The Well Monitoring Program consists of taking groundwater level measurements at multiple locations across the region in order to better our understanding the aquifers and gain insights on the impacts of water levels due to recharge and pumping. Data collected from the wells is also used for the developing and improvement of Groundwater Availability Models for each aquifer.

The District's staff has identified 2 of your wells as candidates for the Well Monitoring Program. The District is proposing to monitor the water levels on the identified wells. All water level data collected by the District would be available to you, as well as anyone in the area. The agreement with the District may be terminated at any time upon providing written notice that you would like to suspend the District's monitoring of your wells (by email or U.S. mail).

We would also like to point out that if you decide to retire any of your wells in the future; we would like the opportunity to discuss possibly taking that well on as a monitoring well as opposed to your organization having to pay to plug the well. As long as the well is not a contamination concern, these retired wells can be ideal candidates for the District to measure continuously with downhole pressure transducers. Please contact us before plugging these wells so we can see how the well(s) might fit into our program.

The District maintains General Liability Insurance, which would cover our employees while on your property conducting the water well monitoring activities. The District would be responsible for its activities related to the collection of water level information from your wells, and you would be responsible for your individual activities related to your wells.

Attached to this letter is the District's standard well monitoring agreement, an outline of the wells selected for monitoring, and a brochure detailing the District's program. If you wish to participate in the Well Monitoring Program, please sign the attached agreement and return the agreement to the District. If you have any questions please contact Paul Sigle, EIT, with the District at [p.sigle@northtexasgcd.org](mailto:p.sigle@northtexasgcd.org) or give us a call at (855) 426-4433.

Respectfully Submitted,

Drew Satterwhite, P.E., General Manager



## *Well Monitoring Agreement*

### **Well Owner: Town of Lakewood Village**

Mailing Address: 100 Highridge Dr, Lakewood Village, TX 75068

Phone: 972-294-5555

Email: linda@lakewoodvillagetx.us

Property Address/Location of Water Well(s):

Registration Number	Latitude	Longitude	Well Address
31153-0002	33.143	-96.97186	100 Highridge Dr
31153-0003	33.14308	-96.97172	100 Highridge Dr

Number of Water Wells to be Monitored: 2

### **Monitoring Entity: North Texas Groundwater Conservation District (“District”)**

P.O. Box 508, Gainesville, TX 76241, Email: ntgcd@northtexasgcd.org, Phone: (855) 426-4433

### **Owner and District hereby agree as follows:**

- 1. Term of Agreement.** This Well Monitoring Agreement (“Agreement”) will commence on the last date of signature below, and terminate upon the expiration of twenty (20) years after the Effective Date (“Term”), unless terminated earlier according to Section 2.
- 2. Right to Early Termination.** Either Owner or District may terminate this Agreement as it relates to one or more well(s) prior to the end of the Term. Such early termination will become effective sixty (60) days after delivery of written notice (by mail or email) to the other party. If early termination occurs, Owner may request in writing that District cap the well(s) subject to this Agreement, or Owner may continue or begin to use the well according to all applicable laws and regulations, including the rules of District. All equipment belonging to or installed by District at the well(s) subject to this Agreement, if any, will at all times belong to District and, upon termination, Owner will allow sixty (60) days from the effective date of termination for the District to remove any equipment from the well(s).
- 3. Use and Purpose.** Owner authorizes access by District employees and/or duly authorized representatives, including both vehicular and pedestrian, to only those portions of Owner’s property necessary to carry out well monitoring. The use of Owner’s well(s) will be limited to monitoring groundwater levels. Owner retains all rights of ownership to the well(s) and Owner’s real and personal property. District may access utility lines in order to provide telecommunications and electrical service to the well(s) as necessary for monitoring, at District’s sole cost and expense, and subject to Owner’s agreement as to the location(s) of such lines.
- 4. Equipment and Data.** A monitoring probe may be placed in the well(s) below the static water level. If so, a cable will run from the probe to the surface. The probe will measure and store water level changes. District will download the readings on a periodic basis, or District may install equipment to send the information to District on a “real-time” basis. District may physically measure the water level in the well(s) by means of a measuring tape or other similar equipment. District will make data gathered from the well(s) available to Owner at no cost to Owner. District will pay any and all costs associated with the installation, operation, and maintenance of equipment used for monitoring. District, its employees, contractors, and authorized representatives will comply at all times with all applicable laws, rules, and safety standards in connection with District monitoring.

5. **Well Owner Activities.** If Owner intends to pull or rework a well or its pump, Owner will make diligent effort to protect and maintain any equipment installed in or around the well for monitoring purposes. If Owner intends to engage in any such activities or projects that could affect monitoring of the well(s), Owner will provide advance written notice in order to minimize any interference.
  
6. **Mutual Indemnification and Insurance.** To the extent permitted by law, **Owner will indemnify and hold District harmless** from any and all claims related to Owner's, its partners', agents', and/or assigns', actions and activities at the well(s) and on Owner's property. To the extent permitted by law, **District will indemnify and hold Owner harmless** from any and all claims related to District's, its employees', agents' and/or authorized representatives', actions and activities at the well(s) and on Owner's property. District will at all times maintain General Liability Insurance to provide coverage for District's activities at the well site(s) and on Owner's property.

**WELL OWNER:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NORTH TEXAS GROUNDWATER CONSERVATION DISTRICT:**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



# Investment Report

Depository - Point Bank		
	1-Oct-19	31-Dec-19
General Fund	\$10,314	\$18,356
General Fund Reserve	\$2,669	\$17,681
Tax	\$371	\$82,956
<b><i>Total Unrestricted</i></b>	<b>\$13,354</b>	<b>\$118,993</b>
Utility Fund	\$27,137	\$19,293
Utility Fund Reserve	\$3,625	\$7,368
Credit Card Account	\$15,724	\$12,130
Rocky Point Operating	\$682	\$1,561
Rocky Point Reserve	\$13,094	\$14,075
<b><i>TOTAL Proprietary</i></b>	<b>\$60,262</b>	<b>\$54,427</b>
Debt Servicing	\$87	\$98,561
MDD	\$20,920	\$12,505
<b><i>TOTAL Restricted</i></b>	<b>\$21,007</b>	<b>\$111,066</b>
<b>TOTAL Depository Funds</b>	<b>\$94,623</b>	<b>\$284,486</b>

*Interest Rate 1.02 %*

TexPool Prime		
	1-Oct-19	31-Dec-19
General Reserve	\$252,304	\$200,763
Utility Reserve	\$146,917	\$158,663
<b>TOTAL</b>	<b>\$399,221</b>	<b>\$359,426</b>
<i>Yield</i>	<i>2.275%</i>	<i>1.832%</i>

Grand Totals		
	1-Oct-19	31-Dec-19
	<b>\$493,844</b>	<b>\$643,912</b>

	Road Rehab Paid Expenses
Geotech Analysis	\$35,000
Survey	\$74,000
Design	\$75,750
	<b>\$184,750</b>



# **20~~14~~20 Comprehensive Plan**

Adopted: ~~March 24, 2014~~February 13, 2020



## TABLE OF CONTENTS

<b>SECTION 1: INTRODUCTION</b>	<b>2</b>
1.1. PURPOSE	2
1.2. PLANNING AREA	2
1.3. PLAN OVERVIEW	3
1.4. EXISTING CONDITIONS AND FUTURE PROJECTIONS	3
<b>SECTION 2: UTILITIES</b>	<b>6</b>
2.1. WATER	6
2.2. WASTEWATER	7
2.3. IMPLEMENTATION	7
<b>SECTION 3: LAND USE</b>	<b>9</b>
3.1. CONCEPT	9
3.2. EXISTING LAND USE CONDITIONS	9
3.3. LAND USE CATEGORIES	10
3.4. IMPLEMENTATION	10
3.5. FUTURE LAND USE MAP	11
<b>SECTION 4: TRANSPORTATION</b>	<b>12</b>
4.1. PURPOSE	12
4.2. TRAFFIC IMPACT ANALYSIS	12
4.3. COMMUNITY ENTRY FEATURES	12
4.4. USPS MAIL BOXES	12
4.5. CAPITAL IMPROVEMENT PROJECTS	13
4.6. IMPLEMENTATION	13
4.7. THOROUGHFARE MAP	14
<b>SECTION 5: PARKS AND RECREATION</b>	<b>15</b>
5.1. PARK LAND RESERVATION	15
5.2. SUMMARY OF EXISTING PARKS AND TOWN-OWNED PARK LAND	15
5.3. IMPLEMENTATION	16
5.4. PARKS, TRAILS AND OPEN SPACE MAP	16
<b>SECTION 6: FUNDING MECHANISMS</b>	<b>17</b>
6.1. IMPACT FEES	17

## SECTION 1: INTRODUCTION

The Comprehensive Land Use Plan establishes the basis for future zoning, zoning ordinances, and development decisions by the town officials. This document is intended to be the primary guide for the Town. Additional plans adopted by the Town of Lakewood Village shall be consistent with this plan. The Town Council and other town agencies will use this plan to support the development of goals, objectives, and strategies.

### 1.1. PURPOSE

As a long-range guide, the comprehensive plan allows the citizens of a community to create a shared vision of what they want the community to become, as well as establish methods in which a community can effectively realize this vision.

Looking to the future, there are several issues that the Town expects to encounter that will be addressed in the comprehensive plan.

- Development of the remaining 175 acres of land.
- Extraterritorial Jurisdiction (ETJ) and associated growth.
- Infrastructure improvements and facilities expansion.
- Traffic planning.
- Evaluation and implementation of plan recommendations.

The ultimate character and quality of the Town of Lakewood Village is of the utmost importance to its citizens, especially in terms of the types of land uses that develop and the economic and social contribution of those land uses. The image of the Town is projected by the type of development for the future. These specific elements are therefore addressed in this Plan Update. Implementation mechanisms that the Town can use to put into practice the recommendations are also discussed. This 2014 Comprehensive Plan should be viewed as a continuation of Lakewood Village's progressive, proactive planning efforts.

### 1.2. PLANNING AREA

The Town is uniquely situated on a peninsula of Lewisville Lake that is connected to Little Elm and Lake Dallas by Eldorado Parkway.

Topography of Lakewood Village can generally be described as rolling to sloped terrain with elevations ranging from 582 feet to 522 feet above sea level.

The high point of the town is located near the intersection of Highridge and Lakecrest Drives in close proximity to Town Hall.



Undulating slopes are generally mild with the largest slopes located along drainage basins and towards the lakes edge. With the exception of drainage areas, construction should generally be unaffected by slopes within the town.

Several natural drainage ways traverse through the town and slope towards Lewisville Lake. One of the more predominant drainage way bisects the large undeveloped land generally through the center of the property and slopes toward the lake. Several ponding areas exist along this drainage area and contain elevations ranging from 546 to 538 feet above sea level. Another significant watershed runs east of Highridge Drive towards the lake. Floodplain areas generally exist along the perimeter of the lake and along lower portions of drainage areas. Controlled conditions on Lewisville Lake by the Corp of Engineers along with established minimum floor elevations reduce the risks associated with flooding. Further prevention measures were taken by the Town with the adoption of Ordinance 11-02, Flood Prevention Guidelines.

### 1.3. PLAN OVERVIEW

The 2014-2020 Comprehensive Land Use Plan provides a vision for the future of Lakewood Village and serves as a basis for future growth and planning activities that include Town policies and issues related to land use, transportation, design, parks and recreation, and infrastructure. This document evaluates past growth, including health and safety standards, to produce the best possible decisions about the community's future.

All development related applications should be reviewed in the context of the Comprehensive Land Use Plan. Annexations, zoning cases, and development agreements in particular should work to further the ideas espoused by the plan. Cases which are not discretionary, such as site plans and plats, should also be evaluated for their conformance to the plan. Ordinance changes which are necessary to keep development projects in line with the plan should be considered.

### 1.4. EXISTING CONDITIONS AND FUTURE PROJECTIONS

There are many elements within a town that are important – a government body, roadways, parks, and neighborhoods are a few such elements. However, the most important aspect of a city is its citizenry. The people who live in Lakewood Village, how they live, and where they make a living are the key factors in what kind of town it is today, and what kind of town it will be in the future. This section provides an overview of various characteristics of the people who call Lakewood Village home.

In 2019 the Little Elm ISD commenced a land swap resulting in a planned elementary school inside the Lakewood Village corporate boundary. This is likely to have several impacts on future growth. First, the school will occupy land that was planned as residential housing, decreasing housing stock. However, land outside the Town in the ETJ will be annexed, leading to an offsetting increase in residential property. The net effect on the overall planned future housing supply is likely small. It is likely that the school proximity will attract more families with children. Therefore in the future planning we have assumed the average household size will increase to 3.5.

## Population Growth

The Town's population is estimated to grow to between ~~1,650~~1,925 to ~~2,000~~2,275 people once all the remaining property is developed with the total number of homes estimated to be between 550 and 650. This assumes the average number residents per home to increase to 3.5 people per home.

It is difficult to predict when land development will occur, but for the purposes of this 201420 Comprehensive Plan it is expected that by the year 2030 that a large portion of the remaining 175 acres will be developed. It is important to continually re-evaluate assumptions to ensure that Town's infrastructure matches the needs of its citizens as the population grows as a result of new home development in the corporate boundaries or through the annexation of land in the ETJ.

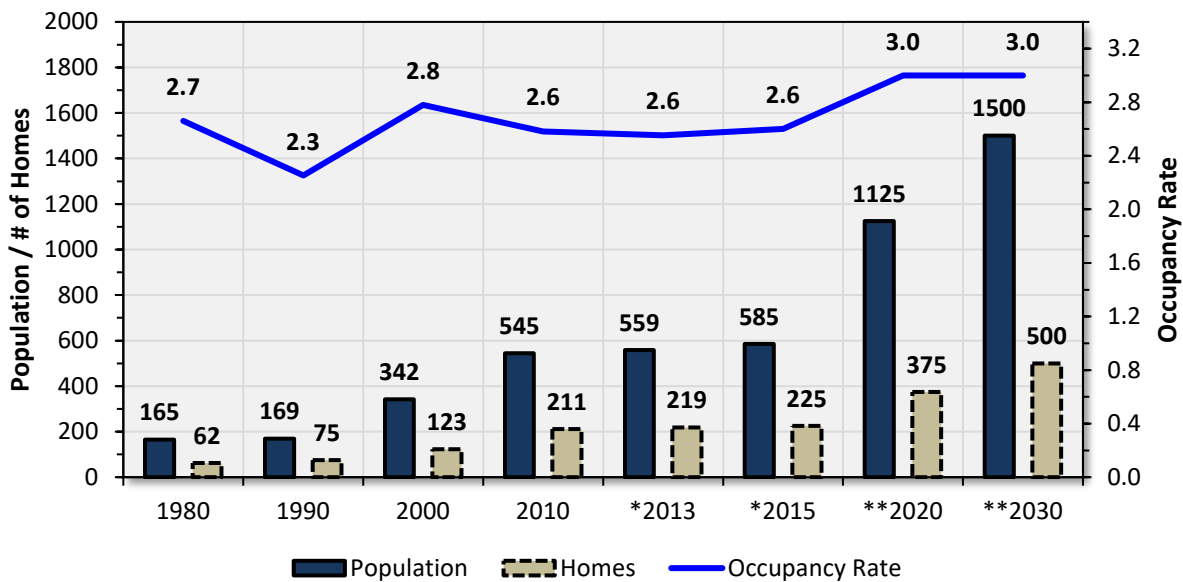
	Population	Homes	Occupancy Rate
1980	165	62	2.7
1990	169	75	2.3
2000	342	123	2.8
2010	545	211	2.6
*2020	825	245	3.3
**2030	1,750	500	3.5

Source: US Census Bureau (includes unoccupied homes).

\* Estimated

\*\* Projected, dependent on land development.

## Lakewood Village Population



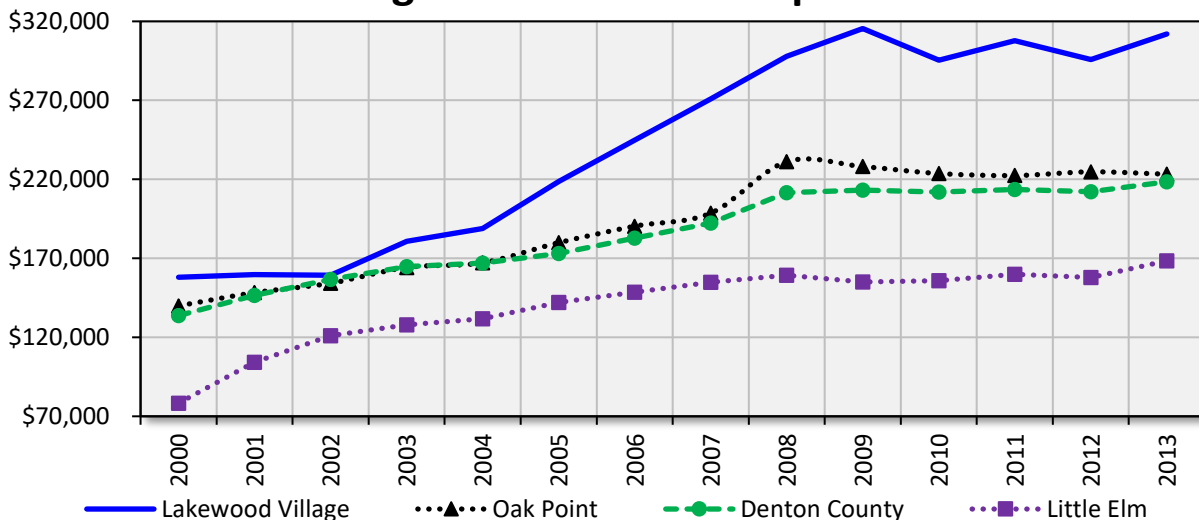


### Average Home Values

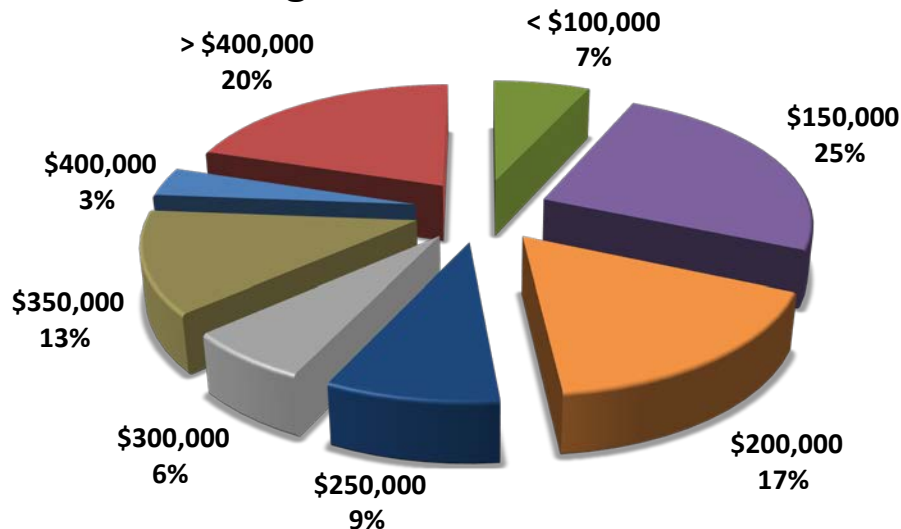
Housing values are important to consider because they often indicate what the Town can expect its future housing stock to contribute to its tax base, as well as how the housing stock affects the Town's aesthetic quality. For the previous 5 years, the average home values in the Town have trended approximately \$75,000 above the average for the entire county. Home value information was obtained from Denton County Central Appraisal District.

The Town should consider development of homes in the \$250,000 to \$400,000 range to maintain strong home values in the area and to provide an even distribution of home and lot sizes to attract buyers.

### Average Home Value Comparison



### Lakewood Village - 2013 Home Value Distribution

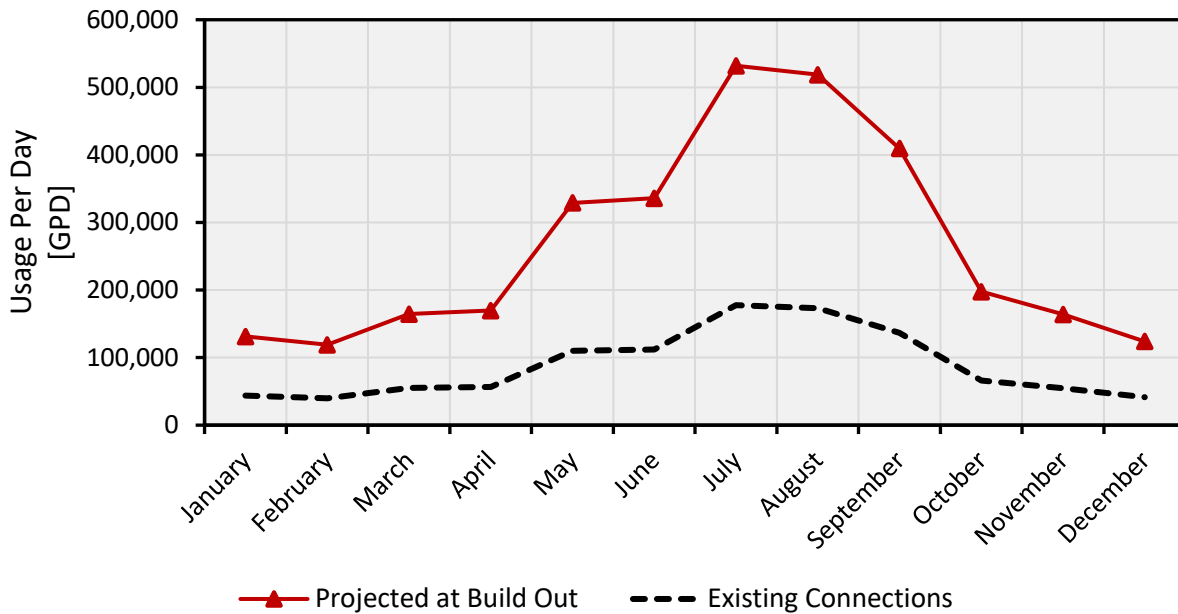


## SECTION 2: UTILITIES

### 2.1. WATER

The water plant has sufficient capacity per TCEQ guidelines upon the installation of the larger size hydropneumatic tank. However, the citizens of Lakewood Village strain the system during the summer months with the irrigation of landscaping. The adoption of a water management plan was a good first step. Looking ahead, a Water Master Plan (WMP) should be adopted to thoroughly document the current capacity and outline a capital improvement plan to expand the plant in stages to ensure the current demands are met and to define expectations when future land developed. Additionally, steps should be taken to promote water conservation through the use of low flow water fixtures and efficient landscape irrigation.

### LAKEWOOD VILLAGE WATER USAGE





## **2.2. WASTEWATER**

The wastewater treatment plant has more than enough capacity for the existing infrastructure with sufficient capacity to accommodate a partial development of the remaining 175 acres. The location provides sufficient space to more than double the processing capability providing for an opportunity to expand the planned coverage area of the corporate boundaries into the ETJ. A Wastewater Master Plan should be adopted to thoroughly document the capacity and outline a capital improvement plan to expand the plant as required to meet future demands.

In addition to expansion considerations, the treatment plant should be thoroughly inspected to identify preventive maintenance items to ensure efficient and reliable operation and compliance with TCEQ requirements.

Alternatives to discharging 100% of the treated wastewater to Lewisville Lake should be considered. The use of reclaimed water for the purposes of landscape irrigation is a good way to offset the demands placed on the potable water system while conserving the ground water supply.

## **2.3. IMPLEMENTATION - WATER**

### **2.3.1. Adoption of a Water Master Plan**

Evaluate the current infrastructure and determine the future demands and identify additional sources of water to ensure a safe and plentiful supply as the population grows. Target adoption: third quarter 2014.

### **2.3.2. Corporate Boundaries - Installation of New Hydropneumatic Tank**

Complete the installation of a larger hydropneumatic (pressure) tank. Target completion: first quarter 2014.

### **2.3.3. Fire Hydrants along Lakecrest Drive**

Complete installation of a larger water main and fire hydrants along Lakecrest Dr. Target completion: second quarter 2014.

### **2.3.4. Fire Hydrants along Hillside, Peninsula and Park Wood Drives**

Add additional fire hydrants to improve fire protection measures along Hillside, Peninsula and Park Wood Drives. Target completion: first quarter 2015.

### **2.3.5. Utility Billing Software**

Updated utility account management software was launched in first quarter of 2014.

### **2.3.6. Emergency Power for Water Plant**

TCEQ requires emergency backup power for water the plant once the Town reaches 250 connections. Develop a plan and allocate funding in the budget.

#### 2.3.7. Screening Standards

Establish minimum screening requirements for the water plant, wastewater plant and wastewater lift stations that promote the identity of the Town.

#### 2.3.8. Notification of Utility Outage

Implement an automated system that will provide notification to the Town's contracted services in the event of an equipment failure.

#### 2.3.9. Rocky Point (ETJ) - Installation of Repurposed Hydropneumatic Tank

Relocate the hydropneumatic (pressure) tank located in the corporate boundaries to Rocky Point upon the completed installation of the larger tank. Target completion: third quarter 2014.

#### 2.3.10. Rocky Point (ETJ) – Installation of Larger Storage Tank

Evaluate the possibility of relocation one of the fiberglass tanks currently used for storage in the corporate boundaries to Rocky Point to increase storage capacity.

### **2.4. IMPLEMENTATION - WASTEWATER**

#### 2.4.1. Adoption of a Wastewater Master Plan

Evaluate the current infrastructure and determine the future demands on the system as the population grows.

#### 2.4.2. Corporate Boundaries - Cleanout, Blast & Paint Wastewater Plant

Allocate preventive maintenance funds in the budget and create an implementation plan.

#### 2.4.3. Corporate Boundaries – Reclaimed Water

Evaluate the possibility of relocating one of the fiberglass tanks currently used for storage in the corporate boundaries to the wastewater treatment plant to provide storage of reclaimed water for purpose of irrigating public spaces.

## SECTION 3: LAND USE

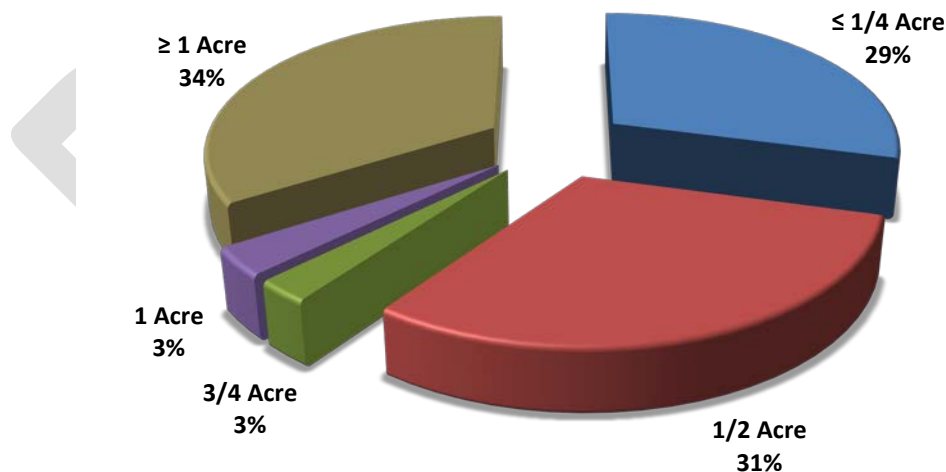
### 3.1. CONCEPT

This section of the Comprehensive Land Use Plan serves as the basis by which the Town of Lakewood Village will make all land use decisions. The Plan is used as a guide in determining where various zoning districts are placed on individual tracts of land. These decisions affect every stakeholder in the community: home based businesses, home-owners, government officials, even travelers and visitors. The entire Comprehensive Land Use Plan should be referenced when making any decisions about land use, not just one fragment of the plan.

### 3.2. EXISTING LAND USE CONDITIONS

Residential lots in the Town are divided into three groups based on density and district. The low density category has been expanded to better illustrate how developed lot sizes are distributed in the corporate boundaries.

	Residential Lot Size	% of Platted Lots
Medium Density	$\leq 1/4$ Acre	29%
Low Density	$1/4 \rightarrow 1/2$ Acre	31%
Low Density	$1/2 \rightarrow 3/4$ Acre	3%
Low Density	$3/4 \rightarrow 1$ Acre	3%
Estate Density	$\geq 1$ Acre	34%



### **3.3. LAND USE CATEGORIES**

#### Natural/Open Space Sector

These areas are the least intensive and should be protected and preserved in their natural condition as much as possible. These areas include natural areas, creek corridors, prairies, floodplains, and public spaces.

Care should be given when projects are presented that are adjacent to open space and natural areas.

#### Residential Sector

These areas include residential development of estate, low and medium densities. As shown in the table above, the Town's residential development is heavily weighted with plats of 1/2 acre or less and 1 acre or larger. The Plan shall guide in the development of attractive, inclusive and cohesive residential neighborhoods that offer a mix of opportunities and expand the use of lot sizes in the 1/2 to 1 acre size.

#### Non Residential Sector

No acreage is currently allocated for retail purposes. Neighboring communities such as Little Elm, Lake Dallas and Frisco currently meet the retail needs of residents on the peninsula.

Retail space may benefit the Town in the generation of revenue from property and sales tax. However, several considerations need to be evaluated prior to allowing undeveloped property in the corporate boundaries and ETJ to be potentially used for commercial purposes such as economic analysis, impact to traffic, off street parking, utility services and locations adjacent to residential properties.

### **3.4. IMPLEMENTATION**

#### **3.4.1. Zoning Ordinance**

Update Zoning Ordinance 13-09 to incorporate findings outlined in the adopted 2009 Comprehensive Plan and to align with this ~~2014-2020~~ Comprehensive Plan. Target adoption: second quarter 2014.

#### **3.4.2. Subdivision Ordinance**

Update Subdivision Ordinance 13-07 to incorporate findings outlined in the adopted 2009 Comprehensive Plan and to align with this 2014 Comprehensive Plan. Target adoption: second quarter 2014.

#### **3.4.3. Corporate Boundaries**

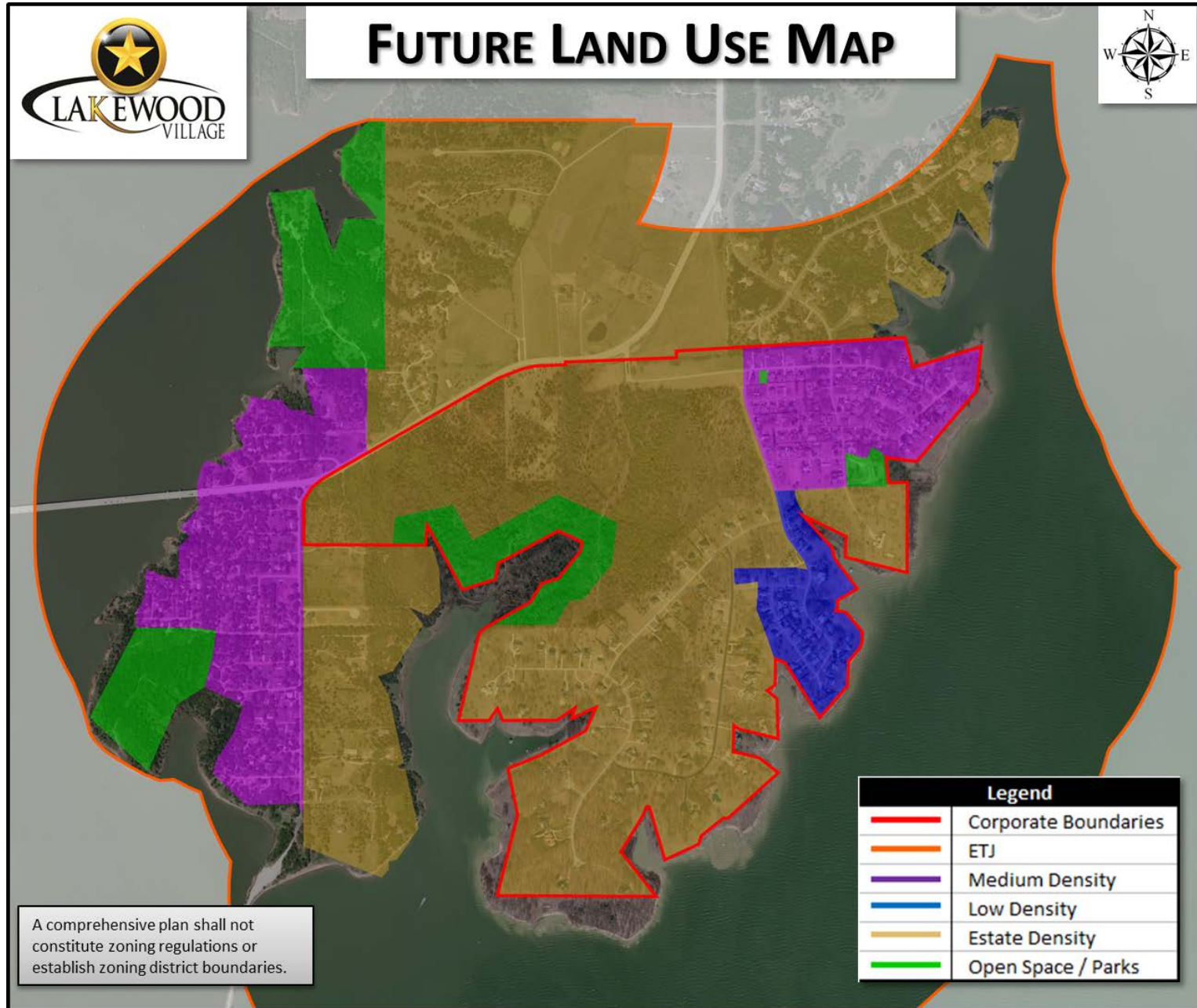
Evaluate potential development opportunities that add to the diversification of residential land use.

#### **3.4.4. Corporate Boundaries and ETJ**

Evaluate the need for a Code Enforcement Officer to ensure compliance to the adopted ordinances.

#### **3.4.5. ETJ Utilities**

Evaluate opportunities to provide utility services to persons interested in developing property within the ETJ. As needed, acquire land for utility infrastructure.



## **SECTION 4: TRANSPORTATION**

### **4.1. PURPOSE**

The transportation section of the 2014 Comprehensive Land Use Plan is a guide to supplement the Thoroughfare Design Standards and to implement the provisions of the Subdivision Ordinance in an orderly, safe, healthy and uniform manner and to put in place safeguards that will promote consistency with long range development plans within corporate boundaries and in the ETJ.

Roadway segments in the Lakewood Village corporate boundaries and ETJ are classified as major arterial 4-lane undivided and 2-way residential undivided streets. Eldorado Parkway, the existing major arterial roadway connects Lakewood Village to I35E, US 380 via FM 720 and SH 121 via FM 423.

### **4.2. TRAFFIC IMPACT ANALYSIS**

Traffic is expected to steadily increase along Eldorado Pkwy as the growth in Little Elm and Oak Point continues and commuters utilize the Lake Lewisville Toll Bridge. The *2014 NTTA System Traffic and Revenue Estimates* report is forecasting 4,172,300 transactions on the Lake Lewisville Bridge this year. The Town and ETJ are insulated from commuter traffic on residential streets as a result of the only single major artery bisecting the peninsula. However, it is important to anticipate and plan for safe ingress and egress to and from Eldorado Pkwy as commuter traffic increases.

### **4.3. COMMUNITY ENTRY FEATURES**

Entry features, landmarks and or other streetscape elements add interest, prestige and beauty to a town. An updated entrance to the town should improve the functionality as well as promoting image of the town to the current residents and perspective home buyers.



### **4.4. USPS MAIL BOXES**



The Town has two cluster locations for USPS mail delivery, the first is on Hillside Dr. and the second is on Highridge Dr. The current locations are inherently dangerous since residents are required to park in the roadway to retrieve mail.

In an effort to promote public safety, consideration should be made to consolidate both sites to a single location that is well lit and most importantly provides off street parking for safe access.



#### **4.5. ROADWAY IMPROVEMENT PROJECTS**

Commonly, roadway infrastructure develops with the land. However, it is important to the image of the Town and the citizens that the existing roads are maintained and reconstructed to the standards in the Subdivision Ordinance.

#### **4.6. IMPLEMENTATION**

##### **4.6.1. Corporate Boundaries – Districts 1 and 2 (Phase 1)**

Procure financing and complete bid process for reconstruction of Lakecrest, Hillside, Peninsula, Parkwood and Shoreline Drives. Target completion: fourth quarter of 2014.

##### **4.6.2. Corporate Boundaries – Districts 3 and 5 (Phase 2)**

Prepare a bid package for submittal upon payoff of the phase 1 construction loan.

##### **4.6.3. Traffic Impact Analysis**

Perform a Traffic Impact Analysis and determine the traffic volume on Eldorado Pkwy that triggers the need for traffic light(s) at the entrance to the Town, Rocky Point and/or Sunrise Bay.

##### **4.6.4. Town Entrance**

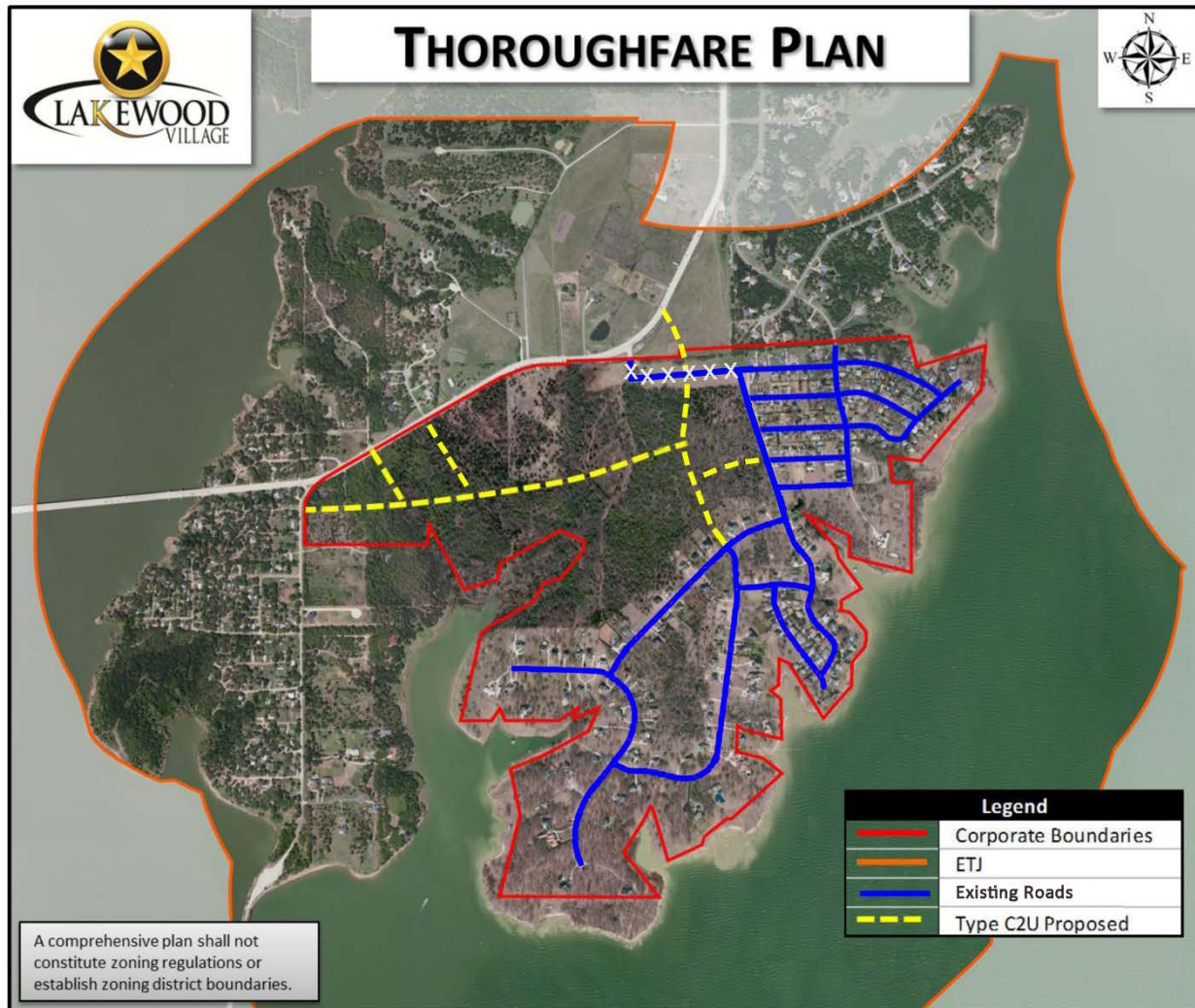
Establish minimum requirements for an entrance that promotes the identity of the Town of Lakewood Village.

##### **4.6.5. USPS Mail Delivery**

Develop minimum standards for cluster mailboxes and identify a centralized location.

##### **4.6.6. ETJ**

Evaluate the condition of existing roadways and develop a strategy for reconditioning.



Adopted 11/14/2019



## **SECTION 5: PARKS AND RECREATION**

Parks, open space and trails are an important aspect of a community's quality of life. They offer recreational opportunities, preserve wildlife and contribute to preservation of a rural atmosphere for Lakewood Village. The existence of large floodplain areas along Lewisville Lake and its coves provide an opportunity to create a community-wide open space park and trail system. Flood plains are hazardous areas for development and often represent the most diverse natural areas with trees, water and wildlife corridors.

This is an area of the Town's planning that is very weak. In October of 2003, the Town took steps to research the current and future needs of the citizens and to develop a long term parks plan by establishing an Economic Development Corporation (EDC). The immediate focus of the EDC was to upgrade the amenities at the playground located next to Town hall, but unfortunately due to budget constraints as a result of infrastructure repairs the Town has not been able to allocate funds for the proposal presented to the Council. Recently, the Town Council has requested the EDC to refocus their effort by developing a high level vision for the Town's currently reserved park land and land that is shown on the Future Land Use Map.

### **5.1. PARK LAND RESERVATION**

The National Recreation and Park Association (NRPA) standards are 10 acres of parks per 1000 population. The playground at Town hall and the undeveloped Witt Park currently account for 1 acre of park land dedication. The Town is well behind the NRPA standard with 1 acre per 600 residents.

Local Government code does allow the Town to expand its corporate boundaries through annexation unless a property owner imitates a request via the prescribed petition process. Therefore, the best option available to the Town is to require future developments of the remaining 175 acres to dedicate park land in an amount proportional to the NRPA standards. This can be achieved with zoning regulations.

### **5.2. SUMMARY OF EXISTING PARKS AND TOWN-OWNED PARK LAND**

#### **Playground at Town Hall**

The playground located next to Town Hall provides for a nice gathering area for community events such as National Night Out, Halloween Hay Ride, pictures with Santa and Easter egg hunts. However, the playground lacks many amenities of a traditional park that would increase its appeal and functionality such as park benches, picnic tables, trash receptacles and the lack of mature trees to provide shade during the summer months. Additionally, the only available parking is at Town hall which is extremely limited.

#### **Witt Park near the Wastewater Treatment Plant**

The Town owns land adjacent to the wastewater treatment plant that has been reserved for future use as a park. The land is unusable as a park in its current state.

### **5.3. IMPLEMENTATION**

#### **5.3.1. Parks and Open Space Master Plan**

Develop and adopt a Parks, Trails and Open Space Master Plan that meets the needs of the citizens and integrates with plans adopted by surrounding communities.

#### **5.3.2. Access**

Improve bicycle, pedestrian, and vehicular access to and from neighborhood parks.

#### **5.3.3. Amenities**

Expand upon the amenities in each park and improve the overall quality of the parks.

#### **5.3.4. Monuments**

Establish minimum requirements for monuments that identify parks, open spaces and pedestrian trail heads.

#### **5.3.5. Physical and Visual Connection to the Lake**

Provide physical and visual connection to the lake. The lake is a valuable resource for the Town and should be protected and celebrated as a major and unique component of the character and marketability of the Town.

#### **5.3.6. Interconnected**

Become part of a larger open space network (i.e., adjacent community trails, etc.).

### **5.4. PARKS, TRAILS AND OPEN SPACE MAP**

This section reserved for future use.

## **SECTION 6: FUNDING MECHANISMS**

### **6.1. IMPACT FEES**

Impact fees can be described as fees charged to new development based on that development's proportionate impact on the infrastructure system. The primary advantage to having this funding source is that it provides cities with the increased ability to plan and construct capital facilities so that the needed infrastructure system capacity is available when the market warrants. Also, because impact fees deal with a system of improvements, a more level playing field is established due to associated service unit equivalencies for specific land uses that are established as part of the system. If they are not implemented, new capital facilities will likely be financed through sales taxes, utility rates, and possibly a future ad valorem tax, which are paid by existing as well as future residents. With impact fees, the development community is responsible for paying its fair share of the cost of growth and the impact of that growth on local infrastructure systems.

However, while impact fees provide financing help for cities, they may also increase the cost of development. As most costs associated with development are "passed through" to the consumer, it can be argued that impact fees increase the cost of housing or deter economic development. Additional arguments have been made that impact fees promote development outside the town limits and shift growth away from cities that have adopted impact fees.

It is recommended that Lakewood Village evaluate the concept of impact fees to provide for new infrastructure needs, such as water, wastewater, or storm water, streets, etc. It should be noted that numerous other cities in the Metroplex have adopted impact fees, and more closely Corinth, Little Elm, Frisco, and Lewisville. Enabling legislation for impact fees is codified under Chapter 395 of the Texas local Government Codes.

**TOWN OF LAKEWOOD VILLAGE  
ORDINANCE CODE ~~17-06~~20-XX**

**AN ORDINANCE REGULATING FENCES WITHIN THE  
TOWN OF LAKEWOOD VILLAGE; ESTABLISHING  
PERMITTED MATERIALS AND CONSTRUCTION  
STANDARDS; REQUIRING PERMITTING; REPEALING  
ORDINANCE ~~03-04~~17-06; PROVIDING FOR SEVERABILITY  
AND ESTABLISHING AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas in order to provide for the general health and welfare of the citizens in the Town is permitted to enact certain rules and regulations: and

**WHEREAS**, the Town of Lakewood Village, Texas has adopted a flood-loss prevention ordinance which sets standards for all structures built in the floodplain including fences~~;~~.

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

**Section 1: Findings**

The Town Council finds that is in the best interest of it's citizens to set standards for construction of fences, including determining acceptable and unacceptable materials and locations.

**Section 2: Adoption**

The Fence Ordinance attached hereto as Exhibit A is hereby adopted as the Fence Ordinance for the Town.

**Section 3: Repeal**

Ordinance ~~03-04~~17-06 is repealed.

**Section 4: Penalty Clause**

**A. Violation**

A person who violates any provision of this ordinance is guilty of separate offenses for each day during which the violation occurs or continues. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

## B. Fine

Each offense is punishable by a fine of not more than two thousand (\$2,000) nor less than two hundred (\$200). ~~The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24 month period and tripled for the third and subsequent convictions of the same offense within any 24 month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.~~

## **Section 5: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

## **Section 6: Severability**

### A. Unconstitutional or Invalid Section

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

### B. Independent Sections

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

## **Section 7: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

**Section 8: Effective Date**

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

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 139<sup>th</sup> day of February~~November~~, 2020~~17~~.

---

Dr. Mark E. Vargus  
Mayor

ATTEST:

---

Linda Asbell, TRMC, CMC  
Town Secretary



## FENCE ORDINANCE

**Adopted: November 9<sup>th</sup>, 2017**

**Amended: February 13, 2020**



**TABLE OF CONTENTS**

<b>CHAPTER 1. DEFINITIONS</b>	<b>6</b>
Section 101 General	6
101.1 Scope	6
101.2 Interchangeability	6
101.3 Terms Not Defined	6
Section 102 General Definitions	6
<b>CHAPTER 2. PERMITTED CONSTRUCTION MATERIAL</b>	<b>6</b>
<b>CHAPTER 3 PROHIBITED CONSTRUCTION</b>	<b>7</b>
<b>CHAPTER 4 HEIGHT RESTRICTION</b>	<b>7</b>
<b>CHAPTER 5 SPECIAL PROVISIONS FOR WATERFRONT PROPERTIES</b>	<b>7</b>
<b>CHAPTER 6 BUILDING PERMIT REQUIRED</b>	<b>7</b>
<b>ADOPTION AND SUMMARY OF AMENDMENTS</b>	<b>8</b>



## CHAPTER 1. DEFINITIONS

### Section 101 General

#### 101.1 Scope

Unless otherwise stated, the following terms shall, for the purposes of this code, have the meanings shown in this chapter.

#### 101.2 Interchangeability

Words stated in the present tense include the future; words stated in the masculine gender include the feminine and neuter; the singular number includes the plural and the plural, the singular.

#### 101.3 Terms Not Defined

Where terms are not defined through the methods authorized by this section, such terms shall have ordinarily accepted meanings such as the context implies.

### Section 102 General Definitions

**FENCE.** An enclosure constructed of permitted fence materials.

**SIDE YARD.** The area on each side of the property which extends from the rear property line to the front face of the dwelling adjacent to the particular side. The left side yard extends from the rear property line to the front of the left side of the dwelling and the right side is defined analogously.

**FRONT YARD.** The property between the front face of each side of the dwelling and the street right- of-way.

## CHAPTER 2. PERMITTED CONSTRUCTION MATERIAL

1. Permitted construction material may be vinyl, wood (excluding landscape timbers, railroad ties), masonry, ornamental iron, or chain link.
2. Fences are to be constructed using new building materials. The use of reclaimed fence panels is prohibited.

### CHAPTER 3 PROHIBITED CONSTRUCTION

1. Fences not constructed of approved fence materials are prohibited. Prohibited construction materials are barbed wire, razor ribbon, sheet metal, pallets or any other similar material.
2. No fence shall be located within any easement except by prior written approval of the Town.
3. No fence can be constructed on the public right-of-way.
4. Electrical fences are prohibited. No fence erected shall be electrically charged.

### CHAPTER 4 HEIGHT RESTRICTION

1. No fence shall be constructed at a height exceeding eight (8) feet.
2. Front yard. No stockade or board on-board solid fence shall be permitted in the front yard. Fences located in front yards may not exceed three (3) feet in height.

### CHAPTER 5 SPECIAL PROVISIONS FOR WATERFRONT PROPERTIES

1. For any fence where any portion will be constructed in the floodplain, the property owner must submit construction plans along with written letters of approval from the US Army Corps of Engineers and the Lakewood Village Floodplain Administrator prior to the town issuing a permit.
2. Solid fences are not permitted in the floodplain.
3. No solid (non-see-through) fences such as masonry walls, stockade-type, and board on board are permitted.
4. Metal fences with masonry columns are permissible so long as the width of the fence (excluding the columns) is at least four times the width of the columns.

### CHAPTER 6 BUILDING PERMIT REQUIRED

An approved permit is required prior to construction for any fence exceeding two feet.

### CHAPTER 7 TEMPORARY FENCES

1. A temporary fence is one which is portable, rented, or one which is not supported by columns embedded in the ground in a permanent manner. Temporary fencing must conform to the same height and construction materials requirements as non-temporary fencing.

1.2. Temporary fences are only permitted on new residential construction, either a new dwelling or a new pool while permitted construction is underway. All temporary fencing must be removed at the time of final inspection.

**End of Exhibit A****ADOPTION AND SUMMARY OF AMENDMENTS**

Ordinance Number	Date	Summary
<b><u>20-XX</u></b>	<u>02/13/2020</u>	<u>• Added Section 7 – Temporary Fencing</u>
<b>17-06</b>	11/9/2017	<ul style="list-style-type: none"><li>• Updated permitted construction materials to include ornamental iron</li><li>• Added requirement for new construction material</li><li>• Updated prohibited materials to include pallets or similar material</li><li>• Excluded all solid fencing for waterfront lots</li></ul>

**TOWN OF LAKEWOOD VILLAGE, TEXAS**

**UTILITY POLICIES ORDINANCE NO. ~~19-09~~20-XX**

**AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, FIXING AND PRESCRIBING ADMINISTRATIVE POLICIES FOR UTILITIES PROVIDED IN THE CORPORATE LIMITS OF THE TOWN AND THE EXTRA TERRITORIAL JURISDICTION OF THE TOWN OF LAKEWOOD VILLAGE; PROVIDING FOR REPEAL; PRESCRIBING CERTAIN POLICIES, RULES AND REGULATIONS IN CONNECTION THEREWITH; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, heretofore, the Town of Lakewood Village, Texas (hereinafter referred to as “Town”), owns and operates water and sewer systems in and for the Town and portions of the Extra Territorial Jurisdiction (hereinafter referred to as “ETJ Area”); and

**WHEREAS**, the Town Council of the Town has found, determined and declares that it is necessary and expedient to: (i) fix and prescribe the rates, charges and fees for water and sewer services provided, and (ii) prescribe certain policies, rules and regulations in connection herewith;

**WHEREAS**, the Town Council believes it is in the best interest of the citizens of the Town and ETJ Area to have the ability to impose a lien on eligible properties as a means of securing payment of delinquent bills;

**WHEREAS**, Section 402.0025 of the Texas Local Government Code gives municipalities authority to impose a lien on certain owner’s property for delinquent bills for utility services;

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

**Section 1: Findings**

The findings attached hereto as Exhibit A is hereby adopted as the Utilities Policies Ordinance for the Town.

**Section 2: Repeal**

Water/Wastewater Rates & Fees Ordinance ~~12-13~~19-06 is hereby repealed in its entirety.

### **Section 3: Penalty Clause**

#### **A. Violation**

A person who violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

#### **B. Fine**

Each offense is punishable by a fine of not more than two thousand (\$2,000) nor less than ~~two hundred~~ **two hundred** (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

### **Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

### **Section 5: Severability**

#### **A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

#### **B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

### **Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

**Section 7: Effective Date**

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

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas  
this ~~11th XXth~~ day of ~~July February~~, 20~~19~~20

---

Dr. Mark E. Vargus  
MAYOR

**ATTESTED:**

---

Linda Asbell, TRMC, CMC  
Town Secretary



## UTILITY POLICIES

Adopted: September 13th, 2018

Amended July 11, 2019

Amended: February XX, 2020

## **SECTION 1. SERVICE REQUIRED**

All property within the corporate limits of the Town, and properties in the ETJ Area which receive water service from the Town, are required to comply with the Town's Water and Sewer System requirements. All water and wastewater services within the areas covered by the Town's Certificate of Convenience and Necessity (hereinafter referred to as "CCN") are required to be provided by the Town. The only exception shall be for non-potable water used for irrigation purposes that is obtained from Lewisville Lake with the permission of the City of Dallas and the required consent permits issued by the United States Corps of Engineers. On-site sewage systems (e.g., septic, aerobic) within the Town, and water wells within the Town's water CCN are strictly prohibited.

## **SECTION 2. FIXING RATES, CHARGES AND FEES FOR WATER SERVICE; PRESCRIBING POLICIES RULES AND REGULATIONS THEREFORE**

That the Town Council of the Town hereby fixes and prescribes, upon the effective date of this Ordinance, the following: (i) rates, charges and fees for water service in the Town and portions of the ETJ Area receiving water service as provided in The Town's Consolidated Fee Ordinance (ii) rules, regulations, policies in connection therewith, which shall be applicable to and the controlling Ordinance relative to the Town's Water and Sewer Systems (herein sometimes referred to as the "System"), to-wit:

### **A. NO FREE SERVICE PERMITTED**

No free service of the Town's System shall be allowed to any person, ~~or entity -firm corporation or association whatsoever (hereinafter sometimes referred to collectively as "Customer")~~, except for official municipal purposes or other temporary authorized activities with the consent of the Mayor, or their designee.

### **B. APPLICATION FOR SERVICE AND REQUIRED DEPOSIT**

Any Customer desiring water service shall make application therefore to the Town, together with the required deposit, which deposit must be made at the time the application is submitted. If the applicant has outstanding delinquent accounts with other municipal utilities, as a condition of new service, the Town may require proof of payment. In an attempt to collect unpaid bills, the Town may also provide information on delinquent accounts to other utilities as provided by law and in accordance with relevant inter-local agreements.

The deposit shall be held by the Town so long as the Customer is using the service and the Town shall not pay interest thereon. Upon termination of the service, any unpaid balance shall be charged against the deposit and the remaining, if any, shall be refunded to the customer, at the Town's discretion, by (i) The Town making the refund available for pick-up at the Town Hall during normal business hours or (ii) Forwarding to the customer by USPS to the last known billing address. If such refund is not claimed or negotiated within one year from issuance, the refund amount shall revert to and be the property of the general funds of the System.

### **C. WATER TAPPING CHARGES**

The cost of extending service lines to customers shall be incurred by the Customer. All costs and expenses for labor and materials incurred for the Customer which costs include, but are not limited to, meter boxes, couplings, tubing and necessary excavation work are the responsibility of the Customer.

Secondary structures with air-conditioned space of 1000 square feet or more require separate water taps not connected to the main dwelling. The cost of installing the additional taps shall be the responsibility of the homeowner. Each metered connection shall receive a separate utility



bill.

#### **D. SEWER TAPPING CHARGES**

The cost of extending service lines to Customers shall be incurred by the Customer.

Secondary structures with air-conditioned space of 1000 square feet or more require separate sewer taps not connected to the main dwelling. The cost of installing the additional taps shall be the responsibility of the homeowner.

#### **E. BILLING PROCEDURES FOR WATER AND SEWER SERVICE; DEFERRED PAYMENT PLANS**

(1) The Town shall read all water meters once each month and render a monthly bill for utility services to each Customer. The Town will make every effort to read meters within one day of the fifteenth of each month. Due dates for each bill shall be the fifth day of the subsequent month with a penalty of five percent (5 %) charged for payments received on or after the sixth day of the month.

#### **F. FAILURE TO PAY FOR SERVICE; DISCONTINUATION OF SERVICE BY THE TOWN; FEES TO RESUME SERVICE; LIENS**

The Town shall discontinue and cut off a customer's water service for failure to pay his/her water bill within forty-five (45) days from the date the bill was mailed to the Customer. Payment by the Customer by dishonored check or sight order ~~check~~ shall constitute non-payment, ~~and~~ and water service shall be discontinued. Prior to resuming water service which has been discontinued for failure to pay the monthly charges, the Town shall require full payment of the account.

- a) The Town may file a lien when delinquent charges imposed by this ordinance for utility service remain unpaid. The Town may impose a lien against the real property to which such service was delivered. The lien shall include and secure the delinquent charges, penalties, interest and collection costs. The Town shall perfect the lien by filing a notice of lien containing a legal description of the property and the utility account number for the delinquent charges in the real property records of the county in which the property is located.
- b) The lien authorized in this section shall not apply to bills for service connected in a tenant's name after notice by the property owner to the municipality that the property is rental property
- c) The lien authorized in this section shall not apply to homesteaded property.
- d) The lien shall not be filed until at least 15 days after service has been discontinued.

#### **G. RESERVATION OF RIGHTS BY TOWN**

The Town reserves the right at any time to shut off the water in its mains for the purpose of cleaning, repairing or making any connections or extensions, or for any purpose of repairing machinery, reservoir or any part of the Systems.

#### **H. INDEMNITY OF TOWN**

It is expressly understood as prerequisite to furnishing water service to Customers that the Town is not liable for any damages on account of leakage or breakage of pipes on any premises.

#### **I. NO GUARANTEES**

Water customers are not guaranteed a specified quantity of water for any purpose whatever and are not guaranteed any specified water pressure.

**J. CONSENT OF TOWN REQUIRED**

No plumber or person, except an employee or agent of the Town, will be allowed to tap any street main or pipes belonging to the Town or to do any work in the street or alleys and public grounds in connection with the laying of street service connections and in connection with their mains without the consent of the Town Council. If a plumber employed by the owner or the owner damages the water line or meter, the owner shall be financially responsible for all costs incurred with associated repairs.

**K. UNLAWFUL TO DAMAGE TOWN'S WATERWORKS SYSTEM**

It shall be unlawful for any person to damage any property of the Town water and sewer system.

**L. USPS MAIL DELIVERY**

Failure to receive the monthly bill does not alleviate the customer's responsibility to pay their bill in a timely manner. Billing information may be obtained and payments made at Town Hall during regular business hours.

**M. EASEMENT REQUIREMENT**

Where recorded public utility easements on the service applicant's property do not exist or public road right-of-way easements are not available to access the applicant's property, the Town may require the applicant to provide it with a permanent recorded public utility easement, on and across the applicant's real property sufficient to provide service to that applicant. Such easement(s) shall not be used for the construction of production, storage, transmission or pressure facilities unless they are needed for adequate service to that applicant.

**N. BACK FLOW PREVENTION DEVICES**

No water connection shall be allowed to any residence or establishment where an actual or potential contamination hazard exists unless the public water facilities are protected from contamination by either an approved air gap, backflow prevention assembly, or other approved device. The type of device or backflow prevention assembly required shall be determined by the Town.

The use of a backflow prevention assembly at the service connection shall be considered as additional backflow protection and shall not negate the use of backflow protection on internal hazards as outlined and enforced by local plumbing codes. When a customer service inspection certificate indicates that an adequate internal cross-connection control program is in effect, backflow protection at the water service entrance or meter is not required.

At any residence or establishment where it has been determined by a customer service inspection, that there is no actual or potential contamination hazard, then a backflow prevention assembly is not required. Outside hose bibs do require, at a minimum, the installation and maintenance of a working atmospheric vacuum breaker.

**O. SUPPLEMENTAL SEWAGE BACKUP INSURANCE**

The Town of Lakewood Village, for the benefit of the citizens, currently provides for supplemental sewage backup insurance. This insurance is provided for citizens through the Town's insurance carrier. Citizens may utilize this insurance coverage in the event of a sewage backup within a town

sewer line that causes damage to the citizen's private property. In order to benefit from this insurance coverage, the citizen must pay any deductibles associated with the claim. This ordinance does not require the Town to maintain supplemental sewage backup insurance and the Town may discontinue the coverage at any time and without prior notice to the public.

**P. USE OF NON-POTABLE LAKE WATER**

Residents may purchase raw-untreated water for irrigation purposes from the Dallas Water Utilities. Prior to water usage, the resident must purchase the necessary easements and licenses from the United States Army Corps of Engineers and receive a signed consent agreement from the USACE. Any construction in the floodplain, including pump installation or electrical installations will require a development permit from the Lakewood Village Floodplain Administrator.

The USACE permitting process requires the landowner to obtain permission from the municipality as a condition of permit approval. Notwithstanding the previously noted permitting requirements, the Mayor or his designee is authorized to grant permission after receiving a notarized signed agreement from the landowner acknowledging:

1. There will be no interconnection between the Town water supply and the lake water supply. Under no conditions can the public water supply service an irrigation system that is also connected to a lake source. Irrigation systems may only be provided water from one source; and
2. Prior to beginning operating the lake pump, the landowner agrees to obtain all necessary permits, including but not limited to any irrigation, backflow prevention, or underground electrical inspections as required; and
3. Prior to operating the lake pump, a CSI inspection must be performed; and
4. Failure to obtain permits and pass inspections prior to operating the lake pump will result in the immediate termination of municipal water services until compliance is achieved.

Should the USACE require Town permission for renewal of permits in addition to new applications, the requirements of this section shall apply.

**Q. ADDITIONAL RULES AND REGULATIONS**

The Town reserves the right to make such other rules and regulations, policies and provisions as may be necessary for the preservation, protection and economical administration of its water and sewer systems.

## **End of Exhibit A**

### Adoption and Summary of Amendments

Ordinance Number	Date	Summary
<u>20-XX</u>	<u>February 13, 2020</u>	<ul style="list-style-type: none"><li>• <u>Amended Free Service to authorize municipal activities</u></li><li>• <u>Amended "dishonored checks" to include sight orders</u></li></ul>
19-09	July 11, 2019	<ul style="list-style-type: none"><li>• Required water taps on secondary structures with over 1,000 sq ft of air-conditioned space to have separate water and sewer taps and an additional utility bill</li></ul>
18-07	September 13, 2018	<ul style="list-style-type: none"><li>• Corrected section callouts</li><li>• Added Section P</li><li>• Moved fees to Consolidated Fee Ordinance</li></ul>

**TOWN OF LAKEWOOD VILLAGE**  
**ORDINANCE ~~19-0320-XX~~**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS,  
REGULATING OUTDOOR LIGHTING FIXTURES; PRESCRIBING  
PENALTIES FOR VIOLATIONS OF THE PROVISIONS OF THE  
ORDINANCE, PROVIDING SAVINGS AND REPEALER CLAUSE;  
SEVERABILITY CLAUSE; PROPER NOTICE AND MEETING; AND  
PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council desires to create a new Outdoor Lighting Ordinance that provides for safe and attractive lighting of private and public property within its town limits and extraterritorial jurisdiction (ETJ); and

**WHEREAS**, the Town of Lakewood Village and ETJ may have new residential developments in the future and the Town Council believes that a consistent and definitive outdoor lighting ordinance will enhance the unique character of the Town; and

**WHEREAS**, the Town of Lakewood Village and ETJ is adjacent to the Lake Lewisville wildlife conservation area maintained by the United States and seeks to help protect the natural habitat that depends on the natural cycle of day and night for survival; and

**WHEREAS**, the Town Council seeks to preserve and protect the night-time environment and the heritage of dark skies through responsible outdoor lighting; and

**WHEREAS**, the Town Council seeks to prevent light pollution, including glare, sky glow, light trespass, obtrusive light and energy waste that will protect the health and welfare of the Town's and ETJ residents, reduce lighting expenses and prevent lighting that would be offensive to neighboring properties; and

**WHEREAS**, the Town Council desires to maintain the value of the Town's scenic and natural resources which are key to the Town's quality of life; and

**WHEREAS**, the Town Council desires to promote sound environmental policies which benefit the ~~Town's~~ Town and ETJ residents and serve as a positive example for surrounding municipalities.

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

All of the above premises are hereby found to be true and correct legislative and factual findings of the Town Council and are hereby approved and incorporated into the body of this ordinance as if copied in their entirety.

## **Section 1: Findings**

The findings set forth above are incorporated as if fully set forth herein.

## **Section 2: Adoption**

The Lighting Ordinance attached hereto as Exhibit A is hereby adopted for the Town and ETJ.

## **Section 3. Enforcement and Penalties**

- A. **Enforcement** - The town shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person or entity violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations.
- B. **Resolution** – If, after investigation, town officials find that any provision of this ordinance is being violated, notice shall be given by hand delivery or certified mail, return receipt requested, of such violation to the owner and/or the occupant of such premises, demanding that the violation be abated within thirty (30) days of the date of hand delivery or of the date of mailing of the notice. Town officials shall be available to assist in working with the violator to correct such violation. If the violation is not abated within the thirty (30) day period, town officials may institute actions and proceedings, either legal or equitable, to enjoin, restrain or abate any violations of the ordinance and to collect the penalties for such violations.
- C. **Public Nuisance** - Any violation of this ordinance that results in light trespass or an unreasonable interference with the common and usual use of neighboring property is hereby declared to be a public nuisance, which is prohibited. It is an offense for a person to emit light onto the property of another unreasonably interfering with the neighboring property owner's use and enjoyment of their property.
- D. **Penalty**- It shall be an offense for a person/entity to fail to comply with the standards set forth in this ordinance within 30 days after notice is mailed to them. Any person violating any provision of this ordinance shall, upon conviction, be fined a sum not exceeding one hundred dollars (\$100.00), except as may be otherwise expressly provided by state law. Each day that a provision of this ordinance is violated shall constitute a separate offense. An offense under this ordinance is a Class C misdemeanor.
- E. **Civil Remedies**-Nothing in this ordinance shall be construed as a waiver of the town's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and equity, including, but not limited to the following:

1. Injunctive relief to prevent specific conduct that violates this ordinance or to require specific conduct that is necessary for compliance with this ordinance;
2. Notification, intervals, follow-up and enforcement of violations shall follow established procedures utilized for other code violations; ~~and~~ and
3. A civil penalty up to five hundred dollars (\$500.00) for each day a violation occurs, when it is shown that the defendant was actually notified of the provisions of this ordinance and after receiving notice committed acts in violation of this ordinance or failed to take action necessary for compliance with this ordinance; and other relief as directed by a court with jurisdiction over the matter.

#### **Section 4: Legal Rights**

The penal provision imposed under this Lighting Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

#### **Section 5: Severability**

##### **A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Lighting Ordinance shall remain in full force and effect.

##### **B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

#### **Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

#### **Section 7. Proper Notice and Meeting**

It is hereby officially found and determined that the meeting at which this ordinance was adopted was open to the public and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**Section 8: Effective Date**

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

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the ~~14th~~ XXth day of February 20~~19~~20

---

Dr. Mark E. Vargus  
Mayor

**~~COUNCIL SPONSOR~~**

---

~~Ed Reed~~  
~~Mayor Pro Tem~~

**ATTESTED:**

---

Linda Asbell, TRMC, CMC  
Town Secretary



# OUTDOOR LIGHTING ORDINANCE TOWN OF LAKEWOOD VILLAGE, TEXAS



**Adopted: February 14, 2019**

**Amended: February 13, 2020**

## Section 1. Definitions

For the purposes of this ordinance, terms used shall be defined as follows:

**Adaptive Controls** - Devices such as timers, motion sensors and light-sensitive switches used to actively regulate the emission of light from light fixtures.

**Applicant** - A property owner, tenant or duly authorized agent or representative of the property owner who submits an application for approval required by this ordinance.

**Area Lighting** - Light fixtures located on public or private property that are designed to light spaces including but not limited to parks, parking lots and nature areas.

**ANSI** - The American National Standards Institute is a private, non-profit organization that administers and coordinates the U.S. voluntary standards and conformity assessment system.

**Barn Light** - Commonly referred to as a dusk-to-dawn light and is generally unshielded and used in rural applications.

**Bulb** - A light-emitting device or a structure containing a light source that includes but is not limited to a lamp; also referred to as a “lamp”.

**Correlated Color Temperature (CCT)** - A specification of the color appearance of the light emitted by a lamp, relating its color to the color of light from a reference source when heated to a particular temperature, measured kelvins (K).

**Curfew** - A period of time at night during which lighting must be significantly dimmed in output or extinguished in accordance with an expected decrease in human presence.

**Existing Light Fixtures** - Those outdoor light fixtures already installed on the date this ordinance is effective.

**Exterior Lighting** - Temporary or permanent lighting that is installed, located and used in such a manner to cause light rays to shine outside. Fixtures that are installed indoors and intended to light something outside are considered exterior lighting.

**Fixture** - An outdoor lighting assembly containing one (1) or more lamps including any lenses, reflectors and shields designed to direct the light in a defined manner.

**Floodlight** - A light fixture having a wide beam.

**Fully Shielded Fixture** - A light source screened, and its light directed in such a way that none is emitted above the horizontal plane passing through its lowest light-emitting part.

**Glare** - Lighting entering the eye directly from luminaries or indirectly from reflective surfaces that causes visual discomfort or reduced visibility.

**Holiday Lighting** - Temporary outdoor lighting decorations installed to celebrate a holiday.

**IES** - The Illuminating Engineering Society (formerly IESNA) is a recognized authority on lighting best practices and standards; a professional society of lighting engineers, including those from manufacturing companies, and others professionally involved in lighting.

**IDA** - International Dark-Sky Association.

**Illuminated Sign** - Any informational or advertising sign that is illuminated by either internal or external means.

**Initial Lamp Lumens** - The number of lumens of light emitted by a lamp when new and not counting any depreciation of output due to the age of the lamp. This information can be found in manufacturer data sheets.

**LED** - Light emitting diode.

**Light Fixture** - The assembly that holds or contains a lamp or bulb and includes elements designed to give light output control, such as a reflector (mirror) or refractor (lens), the ballast, housing and the attachment parts.

**Light Pollution** - Any and all nuisances caused by the adverse effect of manmade light, including, but not limited to, glare, light trespass, sky glow, visual clutter and energy waste, due to excessive or unnecessary artificial light that unnecessarily diminishes the night sky.

**Light Trespass** - Unwanted light falling on public or private property from any location external to that property; generally caused by a light on a property that shines on the property of others.

**Lumen** - A unit of measure that identifies the amount of light emitted per second into a solid angle of one steradian from a uniform source of one candela.

**Luminance** - Light that reaches a surface and other objects; the density of luminous flux incident on a surface measured in lux or foot-candles.

**Luminaire** - The complete lighting unit (fixture) consisting of a lamp, or lamps and ballasts, together with the parts designed to distribute the light (reflector, lens, diffuser), to position and protect the lamps and to connect the lamps to the power supply.

**Lumens Per Net Acre** - The total number of initial lumens produced by all lamps utilized in outdoor lighting on a developed property by the number of acres. The net acreage of a property is the gross acreage of that property less any acre (s) that are considered undeveloped.

**Major Addition** – An addition/enlargement of 25% or more of the building's gross square footage either with a single construction project or cumulative series of construction projects after enactment of this ordinance. Definition also includes replacement of 25% or more of installed outdoor lighting.

**Nit** - A unit of measurement of luminance, or the intensity of visible light, where one nit is equal to one candela per square meter. A nit is a common unit of luminance in both the outdoor lighting and outdoor advertising industries.

**Non-Conforming** - A structure and outdoor lighting that was installed before the effective date of this ordinance and does not conform to the standards imposed by this ordinance.

**Opaque** - Material that does not transmit light from the internal illumination source. The color of such opaque backgrounds is not restricted.

**Outdoor Lighting** - Night-time illumination of an outside area or object by any man-made device that is located outdoors and produces light.

**Parapet** - A barrier which is an extension of the wall at the edge of a roof, terrace, balcony, walkway or other structure.

**Partially Shielded** - A fixture shielded in such a manner that no more than 10% of the light emitted directly from the lamp or indirectly from the fixture is projected at an angle above the horizontal.

**Private Outdoor Lighting** - Light fixtures located on property owned or controlled by individual persons or families.

**Public Outdoor Lighting** - Light fixtures located on property owned, or controlled, by the Town or other governmental entity or entities, including but not limited to streets, highways, alleys, easements, parking lots, parks, playing fields, schools and institutions of higher learning.

**Property Line** - The edges of the legally-defined extent of a property.

**Recessed** - When a light is built into a structure or portion of a structure such that the light is fully shielded, and no part of the light extends or protrudes beyond the undersides of a structure or portion of a structure.

**Replacement Lighting** - Lighting installed specifically to replace existing lighting that is sufficiently broken beyond repair.

**Sag-lens/Drop-lens** - Clear or prismatic refracting lens that extends below the lowest opaque portion of a light fixture.

**Searchlight** - Any light fixture having a narrow beam intended to be seen in the sky by an observer on the ground.

**Sky Glow** - The brightening of the nighttime sky caused by the scattering and reflection of artificial light by moisture and dust particles in the atmosphere. Sky glow is caused by light directed or reflected upwards or sideways and reduces one's ability to view the night sky.

**Spotlight** - A narrow strong beam of light that can be directed to illuminate a small area.

**Street Lighting** - Lighting provided for major, collector and local ~~town~~ roads, as well as sidewalks and bikeways, where pedestrians and cyclists are generally present.

**Temporary Outdoor Lighting** - Lighting installed and operated for periods not to exceed 60 days, completely removed and not operated again for at least 30 days.

**Up Lighting** - The most commonly used technique to illuminate structures or parts of structures, trees, walls, waterfalls, fountains and other outdoor objects above the horizontal plane. Light fixtures are ground-mounted and directed upwards, away from the viewer to prevent glare.

**Unshielded** - Any fixture which, as designed or installed, emits all or part of the light above the lowest part of the light fixture.

**Wall Pack** - A type of floodlight mounted on the wall of a building or other structure.

**Watt** - The unit used to measure the electrical power consumption (not the light output of a lamp).

## **Section 2. General**

A. The town shall change and install all new public outdoor lighting within the town rights of way and on town owned property to meet the requirements of this ordinance when luminaries expire.

B. New public outdoor lighting, including street lighting, shall make use of timers, dimmers, motion sensors and other adaptive controls and shall be substantially dimmed or extinguished by 12 A.M., unless public safety concerns demand otherwise.

C. All outdoor lighting installed on private properties that is affixed to a construction project for which a building permit is required shall conform to the standards established by this ordinance.

D. The Town Council may amend this ordinance from time to time as local conditions change and as changes occur in the recommendations of nationally recognized organizations, such Illuminating Engineering Society (IES) and the International Dark-Sky Association (IDA).

E. Nothing in this ordinance shall be construed as limiting the right of any person or entity to pursue legal action against any other person or entity under any applicable law, including the doctrine of light trespass as a form of private nuisance.

F. *Attachment B to this ordinance* includes examples of unacceptable/not compliant and acceptable/ compliant outdoor lighting fixtures.

## **Section 3. Existing Light Fixtures**

A. All new and replacement private and public outdoor lighting installed after the effective date of this ordinance shall comply with its provisions. The town will assist

property owners and/or occupants to correct any nonconforming lighting through consulting with the owner.

B. If more than 50% of the total appraised value of a structure (as determined from the records of the county's appraisal district) has been destroyed, the structure's existing light fixtures must be removed and shall only be replaced with fixtures that meet outlined standards herein.

C. All existing private outdoor lighting located on a property that is part of a building permit for a major addition/enlargement of 25% or more of the building gross square footage either with a single construction project or cumulative series of construction projects is required to be brought into conformance with this ordinance before final inspection or issuance of a certificate of occupancy. The applicant shall have a maximum of 180 days from the date of the permit issuance to bring the lighting into conformance.

D. A nonconforming structure shall be deemed abandoned if the structure remains vacant for a continuous period of six (6) months. In that instance, the structure's existing outdoor lighting must be removed and may only be replaced in conformity with the standards of this ordinance.

#### **Section 4. General Outdoor Lighting**

A. Lighting at public and private outdoor sports/recreational facilities, including but not limited to playing fields, arenas, tennis courts, play grounds, tracks and swimming pools, shall be shielded such that no light-emitting part of fixtures is visible from any other property and shall provide levels of luminance consistent with IES "Recommended Practice for Sports and Recreational Area Lighting," (IES RP-6-01) or current successor recommendations. Sports lighting shall furthermore cease upon conclusion of scheduled events or 12A.M. (whichever occurs first).

B. Strobe lights on communication towers and other lights for aerial navigation that are required by the Federal Aviation Administration (FAA) during daytime hours are permitted. Other required night navigational lights shall not be brighter than the minimum required by the FAA.

C. Outdoor lighting fixtures using lamps or bulbs, regardless of the number of bulbs and level of initial lamp lumens, shall not exceed 3,000 kelvins and meet the following:

<b><u>Initial Lamp Lumens</u></b>	<b><u>Shielding Requirement</u></b>
$\geq 1,500$	Fully
$\leq 1,499$	None

D. All existing and/or new private and public outdoor lighting shall not cause light trespass and shall protect properties from glare and excessive lighting. Outdoor lighting fixtures shall be sufficiently shielded and aimed such that spillage of light onto adjacent properties is minimized and glare from the light emitting and/or reflecting parts of a luminaire is not visible from an adjacent property.

- E. Sag-lens, drop-lens and mercury vapor fixtures are prohibited.
- F. Searchlights, beacons, laser source and other high-intensity fixtures are prohibited. Additionally, except as otherwise allowed, any lighting that is flashing, blinking, rotating, chasing or rapidly changing in color or intensity is also prohibited.
- G. The installation of any barn light fixture for use as outdoor lighting is prohibited unless the fixture includes a full opaque reflector instead of the standard translucent lens.
- H. Outdoor up lighting is prohibited, except in cases where the fixture is shielded by a roof overhang or similar structural shield that will not cause light to extend beyond the structural shield.
- I. Up lighting and down lighting of flagpoles on public or private property is permitted:
  - 1. Flagpoles illuminated from below are limited to a height of 25 feet above ground level and shall be illuminated with a single spot-type fixture whose maximum initial output is 52 lumens per foot of height, measured from the light fixture to the top of the flagpole. The maximum output shall be 1,300 lumens and 3,000 kelvins. The fixture shall be mounted perpendicular to the flag pole and the light outputs shall point straight up at the flag.
  - 2. Flagpoles illuminated from above shall utilize a single light fixture, not to exceed 800 initial lamp lumens and 3,000 kelvins, attached to the top of the flagpole.
  - 3. If the flag of the United State of America is displayed during the hours of darkness it should be illuminated as recommended in the United States Flag Code (36 U.S.C. Paragraphs 173, 174).

## **Section 5. Outdoor Signs**

- A. The luminous/illuminated surface of individual outdoor sign shall not exceed 200 square feet (18.6 square meters).
- B. Outdoor signs may be unlighted, lighted externally, lighted internally or backlit. All sign lighting must be designed and shielded in such a manner that the light source is not visible beyond the property boundaries where the sign is located. Lighting for signs must be directed such that only the sign face is illuminated. All lighted signs must have stationary and constant lighting.
  - 1. Externally Illuminated Signs
    - a. In addition to meeting requirements in Section 3, lighting must be aimed and shielded so that light is directed only onto the sign face and does not trespass onto adjacent streets, roads, properties or into the night sky.



b. Lighting must be mounted at the top of the sign.

2. Internally Illuminated Signs-Lighting Is Visible On Both Sides of Sign:

a. Only sign copy areas and logos may be illuminated.

b. Signs shall use semi-opaque materials for sign copy such that the light emanating from the sign is diffused. Transparent or clear materials are not allowed for sign copy. Non copy portions of the sign (e.g., background and graphics) shall be made of completely opaque material.

3. Backlit Illuminated Signs-Only One Side of Sign Lit:

a. Signs shall be designed such that the light source is not visible.

b. Signs shall be designed such that harsh, direct illumination does not emanate from the sign. Rather, the backlighting shall only allow indirect illumination to emanate from the sign. For example, signs that create a “halo” effect around sign copy are allowed.

c. Signs shall be constructed with a non white background and utilize opaque letters and symbols such that the light emanating from the sign is diffused.

C. Digital Electronic Message Signs with intermittent, scrolling or flashing illumination are permitted only at town administration buildings and educational facilities and are subject to the following:

1. Any changes to the face or copy of the sign must have a minimum of eight (8) second interval between changes.

2. Between the hours of 12 A.M. - 6 A.M. except for time and temperature:

a. There shall be no changes to the face or copy of the sign; and

b. The background must be darker than the text.

3. LED/electronic message displays are subject to the following:

a. Between the hours of 12 A.M. - 6 A.M. signs shall not exceed the maximum illumination level of 100 nits as measured under conditions of a full white display.

b. Signs shall be equipped with photo cell sensors that are factory locked to adjust the sign to an appropriate light level during daylight hours and dim the sign at night to the required nit level as stated previously.



c. The electronic message portion of the sign shall not have a white background.

d. Signs shall include timers that automatically turn off the digital display.

## **Section 6. Public Right of Way (Street) Lighting**

A. All residential streetlights shall be fully shielded fixtures of approved historical design, and shall be limited to 1,125 lumens and non residential streetlights to 1,500 lumens unless otherwise specified by the IES “American National Standard Practice for Roadway and Street Lighting” (IES RP-8-14) guidelines.

B. Adaptive controls shall be utilized that automatically extinguish street lighting, when sufficient daylight is available using a control device or system such as photoelectric switch or equivalent functions from a programmable lighting controller.

C. All area lighting, parking area lighting, and lighting of recreational facilities shall be level mounted and fully-shielded. Allowable luminance values from IES recommended practices shall be utilized.

D. Freestanding luminaries shall be no higher than twenty-five feet (25') above the stand/pole base, except fixtures used for playing fields shall be exempt from height restrictions. Building mounted luminaries shall be attached only to walls and the top of the fixture shall not exceed the height of the parapet or roof, whichever is greater.

## **Section 7. Requirements for New Outdoor Lighting Facilities**

A. New public outdoor lighting facilities shall adhere to the following requirements:

1. All town-owned outdoor lighting including street lighting shall employ fully-shielded fixtures in order to limit light trespass.

2. When new town-owned buildings and other facilities are constructed, or new town right-of-way are established, the installation of new outdoor lighting fixtures shall be allowed only when (a) specific need related to a hazardous nighttime situation is identified by the town, or (b) lighting is deemed necessary as a matter of ensuring the town's public health, safety and welfare.

3. When existing town-owned buildings, other facilities and town right-of-way are modified by physical alterations and/or by a change of use, the installation of new outdoor lighting fixtures beyond existing installations shall be allowed only when (a) a specified need related to a hazardous nighttime situation is identified by the town, or (b) lighting is deemed necessary as a matter of ensuring public health, safety and welfare, as is in the best interest of the town.

4. In the event of the establishment of any new residential subdivision ~~where street right-of-ways will be dedicated to the town~~, the town shall not allow the

installation of street lights, except in the case of replacing existing nonconforming street lights. However, in cases where it is determined that street lighting is deemed necessary in public right-of-ways for the health, safety or welfare of pedestrians, bicyclists and/or motorists, the installation of street lighting shall be permitted. All street lighting shall be (a) fully shielded, (b) meet correlated color temperature requirements, (c) make use of appropriate adaptive controls, and (d) be subject to curfews as directed by the Town Council. A street lighting plan specifying the number and approximate location of street lights and style of fixture shall be included in the final plat and approved by the Town Council.

#### **Section 8. Levels of Luminance Required or Permitted at Specific Facilities**

A. For locations and facilities not specified herein, the Town Council shall set acceptable levels of luminance based of IES guidelines.

B. The total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any developed residential property shall not exceed 10,000 lumens per net acre, of which no more than 2,000 lumens per net acre may consist of unshielded lighting allowed in Section 4, Item C.

C. The total outdoor light output (excluding governmental owned streetlights used for illumination of public rights-of-way and outdoor recreation facilities) of any developed public or private non residential property shall not exceed 25,000 net lumens per acre, of which no more than 5,000 lumens per net acre may consist of unshielded lighting allowed in Section 4, Item C.

D. Outdoor multi-directional aerial sports (baseball, basketball, football and soccer) shall not exceed 100,000 net lumens per acre including any shielded lighting. Such lighting shall make appropriate use of adaptive controls when possible.

#### **Section 9. Outdoor Lighting Projects**

A. All subdivision and building permit applications shall include an outdoor lighting plan which includes the following information:

1. Location, type, height, color temperature, lumens output, shielding planned and amount of all proposed and existing fixtures. The applicant shall provide enough information to verify that lighting conforms to this ordinance.
2. Manufacturer's specification sheets for illustrations, such as contained in a manufacturer's catalog cuts for all existing and proposed light fixtures.
3. A table showing the amount of proposed outdoor lights by fixture, wattage, lumens and lamp type.

B. A building official and/or administrator shall review the lighting plan taking into account the factors above and shall approve or reject the plan within 30 days of

submission, returning it to the applicant with an explanation for the decision. The applicant shall not undertake the outdoor lighting project until the lighting plan is approved. If required, additional information may be requested.

C. Upon receipt of residential building permit applications, the town shall provide the homebuilder/applicant with educational materials about this ordinance. The town's submission of educational materials shall be prima facie evidence that the applicant has received notification of the provisions of this ordinance.

D. Verification that a residential or non residential project has complied with the provisions of this ordinance shall occur during the final electrical inspection by the town building inspector.

E. In the event work is not being performed in accordance with this ordinance, the building inspector shall issue a stop-work order and all work shall immediately cease. No further work shall be undertaken on the project as long as a stop-work order is in effect.

F. Variance requests shall be submitted to the Town Council for approval/ disapproval by simple majority vote. In considering requests for variance the Major and Town Council shall consider the following criteria:

1. The degree to which compliance will cause undue hardship for the applicant; and
2. The degree to which the requested variance will result in a non-compliant fixture; and
3. The amount of time the requested variance will be in effect before the fixture comes into compliance; and
4. The degree to which approval of the variance would set a precedent for other such requests; and
5. The effect the variance might have on efforts by the town to attain and/or retain recognition such as a Dark Sky Community or other similar designation.

Note: Applicants requesting a variance must demonstrate under hardship caused by unique circumstances of the property making it impossible to literally comply with the standards of this ordinance. Financial concerns do not comprise a hardship under this ordinance.

## **Section 10. Exceptions**

A. Temporary outdoor holiday lighting decorations shall be permitted from November 15 to January 15. Temporary outdoor holiday lighting decorations for other holidays

shall also be permitted for a seven-day period before a holiday and shall be removed within one week after the holiday. Such lighting shall be minimized after 12 A.M.

B. Lighting required by local, state or federal law; for example, motor vehicles.

C. Temporary emergency lighting needed during activities of law enforcement, fire and other emergency services.

D. Lighting employed during emergency repairs of roads and utilities may be unshielded provided the lights are positioned so they do not shine in the eyes of passing drivers.

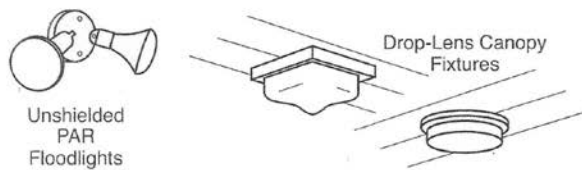
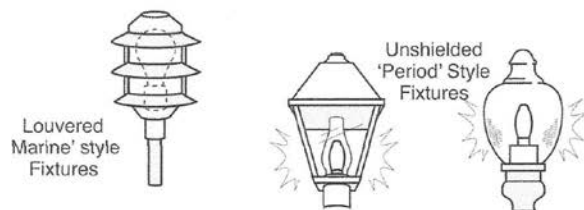
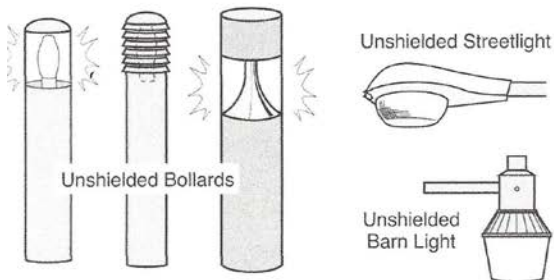
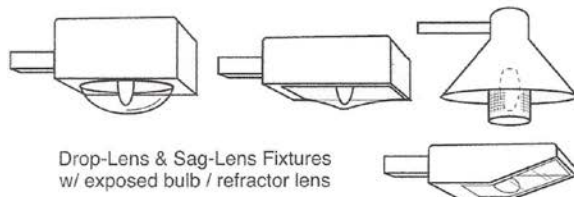
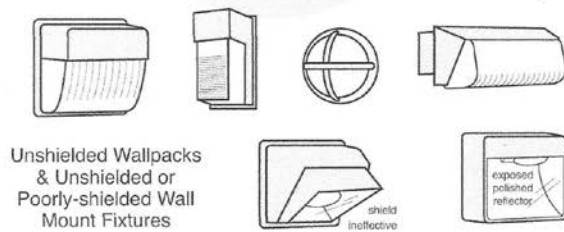
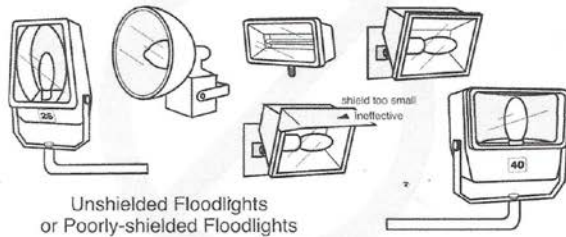
E. Temporary lighting required to save life or property from imminent peril.

F. ~~Outdoor lighting for which light is produced directly by the combustion of fossil fuels.~~Fossil Fuel Light (Gas); lighting produced by the combustion of natural gas or other utility type fossil fuels is exempt. This does not exempt lighting produced indirectly from combustion of natural gas or other utility type fossil fuels, such as through the use of electricity to produce lighting.

## Examples of Acceptable & Unacceptable Lighting Fixtures

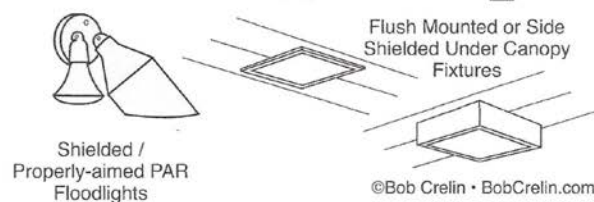
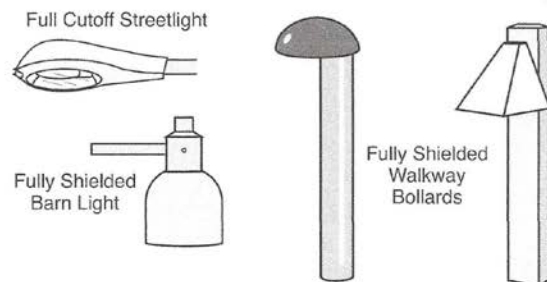
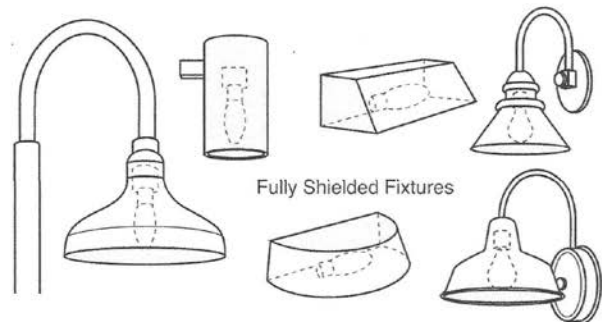
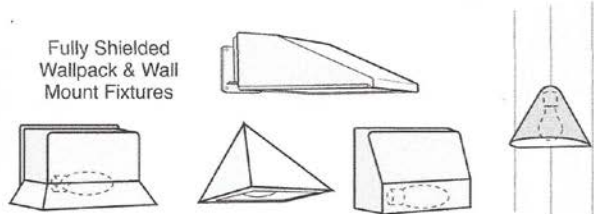
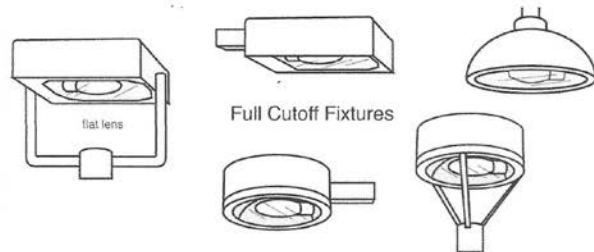
### Unacceptable/Not Compliant

Fixtures that produce glare and light trespass



### Acceptable/Compliant

Fixtures that shield the light source to minimize glare and light trespass and to facilitate better vision at night



©Bob Crelin • BobCrelin.com

## End of Exhibits

### ADOPTION AND SUMMARY OF AMENDMENTS

<u>Ordinance Number</u>	<u>Date</u>	<u>Summary</u>
<u>19-03</u>	<u>February 14, 2019</u>	<ul style="list-style-type: none"><li>• <u>Original Adoption</u></li></ul>
<u>20-XX</u>	<u>February 13, 2020</u>	<ul style="list-style-type: none"><li>• <u>Extended to Extraterritorial Jurisdiction</u></li><li>• <u>Section 10.F. Clarified light from fossil fuels exemption</u></li></ul>

**TOWN OF LAKEWOOD VILLAGE**  
**SUBDIVISION ORDINANCE ~~14-1320-XX~~**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS, REGULATING SUBDIVISIONS AND OTHER PROPERTY DEVELOPMENTS, PROVIDING FOR PRELIMINARY PLATS, FINAL PLATS, MINOR PLATS, VACATION OF PLATS, REPLATS AND AMENDMENT OF PLATS; PROVIDING FOR DEVELOPMENT PROCESS; PROVIDING FOR STANDARDS AND REQUIREMENTS; PROVIDING FOR STREETS AND DRAINAGE, WATER AND SEWER INFRASTRUCTURE; EXTENDING REGULATIONS TO THE TOWN'S EXTRATERRITORIAL JURISDICTION; PROVIDING SEVERABILITY CLAUSE; PROVIDING SAVINGS CLAUSE; PRESCRIBING PENALTIES FOR VIOLATIONS OF THE PROVISIONS OF THE ORDINANCE; PROVIDING A REPEALER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Town Council ("Town Council") desires to amend Ordinance ~~13-0714-13~~ and all other ordinances regarding the Town's rules and regulations for subdivisions and property development as authorized by Chapter 212, Texas Local Government Code, as amended; and

**WHEREAS**, the Town Council ("Town Council") desires to review for approval or disapproval of plans, plats, and replats filed with the Town as authorized by Chapter 212, Texas Local Government Code, as amended; and

**WHEREAS**, the Town Council finds that there is a public necessity requiring adoption of this ordinance, said public necessity being the need to establish rules and regulations for subdivisions and property development and extend such rules and regulations to the extraterritorial jurisdiction of the Town ("ETJ") to protect the public health, welfare and safety of the citizens of the Town and the ETJ; and

**WHEREAS**, the Town Council is authorized and empowered to require the developer to (i) design, install or improve streets, roads, water and sanitary sewer systems within the Town by constructing, extending, or enlarging such system, and is further authorized to adopt any rules and regulations appropriate to the exercise of such powers, and to (ii) protect the public health, welfare and safety of the citizens of the Town; and

**WHEREAS**, the Town Council is authorized and empowered to apply the Town's regulations for subdivisions and property development to its ETJ pursuant to Section 212.003 of the Texas Local Government Code; and



**WHEREAS**, the Town Council has conducted a public hearing on the application of the Town's regulations for subdivisions and property development to its ETJ, and the Town Council finds and determines that all required notices and hearings in this regard have been given and that the meeting at which the public hearing has been held and at which this ordinance is being adopted were open to the public and conducted according to applicable law; and

**WHEREAS**, the Town Council hereby finds and determines that the adoption of this ordinance is in the best interests of the health, safety and welfare of the citizens of the Town.

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

**Section 1: Findings**

The findings set forth above are incorporated as if fully set forth herein.

**Section 2: Adoption**

The Subdivision Ordinance attached hereto in Exhibit A is hereby adopted as the subdivision ordinance for the Town.

**Section 3: Repeal**

Subdivision Ordinance ~~13-0714-13~~ is hereby repealed in its entirety.

**Section 4: Penalty Clause**

1. Violation

A person who knowingly violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

2. Fine

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

**Section 5: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.



## **Section 6: Severability**

### **1. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

### **2. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

## **Section 7: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

## **Section 8: Effective Date**

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the ~~13-XXth~~ day of ~~November~~February, ~~2014~~2020.

---

Dr. Mark E. Vargus  
Mayor

**ATTESTED:**

---

Linda Asbell, TRMC, CMC  
Town Secretary

## **EXHIBIT A**



## SUBDIVISION ORDINANCE

First Public Hearing: May 22, 2014  
Second Public Hearing: June 12, 2014  
Third Public Hearing: November 13, 2014  
Adopted: November 13, 2014

First Public Hearing: February 13, 2020  
Adopted: February 13, 2020

**TABLE OF CONTENTS**

<b>SECTION 1: GENERAL PROVISIONS</b>	<b>8</b>
1.1. PURPOSE & APPLICABILITY	8
<b>SECTION 2: REVIEW BODIES</b>	<b>10</b>
2.1. TOWN COUNCIL	10
<b>SECTION 3: AMENDMENTS</b>	<b>10</b>
<b>SECTION 4: FILING FEES AND CHARGES</b>	<b>10</b>
<b>SECTION 5: DEVELOPMENT APPLICATION SUBMITTAL &amp; PROCESSING PROCEDURES</b>	<b>11</b>
5.1. PRE-SUBMITTAL MEETING	11
5.2. GENERAL APPLICATION CONTENTS	11
5.3. INITIATION, COMPLETE APPLICATION & EXPIRATION	12
5.4. APPLICATION PROCESSING, ACTION & NOTIFICATION FOLLOWING DECISION	14
5.5. PUBLIC HEARINGS	15
5.6. AMENDMENTS & EXPIRATION	15
5.7. EXPIRATION FOR PROJECTS APPROVED PRIOR TO SEPTEMBER 1, 2005	16
<b>SECTION 6: SUBDIVISION PROCEDURES</b>	<b>16</b>
6.1. GENERAL SUBDIVISION & PLATTING PROCEDURES	16
6.2. PRELIMINARY PLATS	18
6.3. FINAL PLATS	21
6.4. CONSTRUCTION PLAT	25
6.5. DEVELOPMENT PLAT	26
6.6. CONVEYANCE PLATS	28
6.7. MINOR PLATS	29
6.8. REPLATS AND AMENDING PLATS – GENERAL REQUIREMENTS	31
6.9. REPLATS	32
6.10. AMENDING PLATS	33
6.11. PLAT VACATION	35



6.12. PLAT APPEALS	37
<b>SECTION 7: CONSTRUCTION PLANS &amp; PROCEDURES</b>	<b>37</b>
7.1. CONSTRUCTION PLANS	37
7.2. PRE-CONSTRUCTION MEETING	39
7.3. TIMING OF PUBLIC IMPROVEMENTS	40
7.4. IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION	41
7.5. INSPECTION, MAINTENANCE & ACCEPTANCE OF PUBLIC IMPROVEMENTS	43
<b>SECTION 8: SUBDIVISION REQUIREMENTS</b>	<b>45</b>
8.1. GENERAL STANDARDS	45
8.2. WATER & WASTEWATER REQUIREMENTS	49
8.3. DRAINAGE AND ENVIRONMENTAL STANDARDS	53
8.4. STREET REQUIREMENTS	55
8.5. EASEMENTS, LOT & BLOCK DESIGN, MONUMENTS, SUBDIVISION NAMES, FRANCHISE UTILITIES	57
8.6. SUBDIVISION AMENITIES	60
8.7. PUBLIC PARKS & OPEN SPACES	60
<b>SECTION 9: RELIEF PROCEDURES</b>	<b>62</b>
9.1. PETITION FOR WAIVERS	62
<b>SECTION 10: DEFINITIONS</b>	<b>66</b>
10.1. GENERAL	66
10.2. WORDS AND TERMS DEFINED	66
ADOPTION AND SUMMARY OF AMENDMENTS	68

## **SECTION 1: GENERAL PROVISIONS**

### **1.1. PURPOSE & APPLICABILITY**

#### **A. Purpose**

1. The development and subdivision of land, as they affect a community's quality of life, are activities for which regulation is a valid function of a municipal government. The regulations contained within this Subdivision Ordinance are intended to protect the interests of the public and of private parties by granting certain rights and privileges. The requirements in this Subdivision Ordinance are also intended to establish a fair and rational procedure for developing and subdividing land such that land will be developed in accordance with existing physical, social, economic and environmental conditions.
2. The provisions of this Subdivision Ordinance are intended to implement standards and requirements provided for herein, and shall be requirements for the platting and developing of subdivisions within the Town limits and its Extraterritorial Jurisdiction ("ETJ").
3. The provisions of this Subdivision Ordinance are intended to implement the following objectives:
  - a. Promote the development and the utilization of land in a manner that provides an attractive and high-quality community environment in accordance with the Comprehensive Plan, [Outdoor Lighting Ordinance](#), and the Zoning Ordinance of the Town;
  - b. Guide and assist property owners and applicants in the correct procedures to be followed, and to inform them of the required standards;
  - c. Protect the public interest by having standards for, but not limited to, the location, design, class and type of streets, sidewalks, trails, alleys, utilities and essential public services;
  - d. Assist orderly, efficient and coordinated development within the Town's limits and its ETJ;
  - e. Integrate the development of various tracts of land into the community, and coordinate the future development of adjoining tracts;
  - f. Promote the most efficient and beneficial provision of public facilities and services for each tract being subdivided;
  - g. Provide for efficient traffic circulation throughout the municipality;
  - h. Provide for pedestrian circulation that is appropriate for the various uses of land and buildings;
  - i. Minimize pollution of the air, streams, bodies of water, and aquifers; promote the adequacy of storm drainage facilities; minimize erosion; safeguard both surface and groundwater supplies, as well as endangered or threatened plant and animal life in order to preserve the integrity, stability and beauty of the community and the value of the land;
  - j. Preserve the natural beauty and topography of public and private properties by encouraging where possible that natural features and land forms are incorporated into developments as amenities;

- k. Establish adequate and accurate records of land subdivision;
- l. Provide for public or private facilities that are available and will have sufficient capacity to serve proposed developments and citizens within the Town and ETJ;
- m. Provide for adequate light, air and privacy; secure safety from fire, flood and other dangers; and prevent overcrowding of the land and undue congestion of population.

#### B. Applicability

1. The provisions of this Subdivision Ordinance apply to any division or development of land, combination of separate land parcels, and/or development of land within the corporate boundaries of the Town and within its ETJ.
2. No permit shall be issued for any building or structure on a property until a required plat has been approved and filed for record.

#### C. Subdivision Rules

The provisions of this Subdivision Ordinance, the standards governing constructed facilities applicable to plats in other portions of the Municipal Code of Ordinances, constitute the subdivision rules of the Town, which apply to applications for plat approval inside the Town limits and within the Town's ETJ.

#### D. Compliance with Town Plans and Ordinances Required

Compliance with all Town ordinances pertaining to the subdivision and development of land, and the Comprehensive Plan (where applicable), shall be required prior to approval of any application pursuant to this Subdivision Ordinance. All such ordinances and Comprehensive Plan shall be construed to mean those documents as they exist or may be amended. It is the property owner's responsibility to be familiar with, and to comply with, Town ordinances, the Comprehensive Plan, and the provisions of this Subdivision Ordinance. Applicable Town ordinances and plans with which all applications must comply include, but are not limited to the following:

1. Comprehensive Plan (including all associated maps and plans);
2. Zoning Ordinance;
3. Building Codes;
- 3-4. Outdoor Lighting Ordinance;
- 4-5. Flood Damage Prevention Ordinance;
- 5-6. International Fire Code; and
- 6-7. Federal, State and Local Environmental Regulations.

#### E. Restrictiveness

Where the regulations imposed herein are either more restrictive or less restrictive than comparable conditions imposed by any other provision of any other applicable law, ordinance, resolution, rule or regulation of any kind, the regulations which are more restrictive and impose higher standards are the requirements that shall govern. Notwithstanding the foregoing, the

Town may, but is not required to, seek enforcement of a more restrictive regulation imposed by a person or entity other than the Town.

## **SECTION 2: REVIEW BODIES**

### **2.1. TOWN COUNCIL**

#### **2.1.1. Authority for Deciding Applications**

The Town Council shall have the authority to act on the following types of applications:

1. Preliminary Plat;
2. Final Plat;
3. Replat;
4. Development Plat.

#### **2.1.2. Authority for Deciding Appeals**

The Town Council shall hear and decide the following appeals:

1. Any major waiver petition on an application for a Preliminary Plat, Final Plat or Replat;
2. Minor Plat or Amended Plat;
3. Any other appeal so authorized by this Subdivision Ordinance.

## **SECTION 3: AMENDMENTS**

The Town Council may from time to time, after public hearings required by law, amend, supplement, or change the regulations herein provided. All amendments shall require an affirmative vote by three fourths of all alderman of the governing body.

The Town Council may from time to time amend, supplement or change the text of the Development Application Handbook.

## **SECTION 4: FILING FEES AND CHARGES**

### **A. General**

Fees shall be paid to the Town when any application authorized by this Subdivision Ordinance is submitted to the Town. Each of the fees shall be paid in advance, and no action by the Town Council shall be valid until all required fees have been paid. Fees paid for the review and consideration of plats and applications under this Subdivision Ordinance are non-refundable.

### **B. Calculations & Charges**

1. All fees shall be as established by Town ordinance.
2. These fees shall be charged on all plats and applications authorized by this Subdivision Ordinance, regardless of the action taken by the Town and whether the application is approved, denied or closed.



## **SECTION 5: DEVELOPMENT APPLICATION SUBMITTAL & PROCESSING PROCEDURES**

### **5.1. PRE-SUBMITTAL MEETING**

#### **A. Option to Meet with the Director**

Prior to the official submission of an application for review and consideration, the applicant(s) has the option to request and attend a pre-submittal meeting with the Town.

#### **B. Meeting Request**

To schedule a pre-submittal meeting, the applicant shall make a request for a Pre-Submittal Meeting with the Town Secretary, and such request shall describe the type of development desired and/or the type of application that the applicant intends to submit. The applicant shall then be notified by the Town Secretary of the meeting time and place.

#### **C. Vested Rights**

There shall be no vested rights based on a pre-submittal meeting.

#### **D. Effect**

Following the pre-submittal meeting, the applicant may proceed with the submittal of an application.

### **5.2. GENERAL APPLICATION CONTENTS**

#### **A. Application Contents**

All applications shall be submitted on a form supplied by the Town with the required information as stated on the application form. Incomplete applications shall not be accepted for filing and shall not be considered officially filed.

##### **1. Application Timing**

An application must be considered complete and officially filed in accordance with section 5.3 INITIATION, COMPLETE APPLICATION & EXPIRATION of this Subdivision Ordinance prior to being processed for review and consideration.

##### **2. Fees Required**

Every application shall be accompanied by the prescribed fee set forth in the Town's fee schedule, as approved by Town Council and as may be amended from time to time. The prescribed fee is not refundable.

##### **3. Delinquent Town Taxes on Property**

An application shall not be deemed complete, nor shall it be approved, if there are delinquent Town taxes on the subject property.

#### **B. Modification of Applications Prior to Approval**

The applicant may modify any complete application following its filing and prior to the expiration of the period during which the Town is required to act on the application.

### 1. Modifications Requested by the Town

If the modification is for revisions requested by the Town, and the modification is received at least eleven (11) calendar days prior to the time scheduled for decision on the application, the application shall be decided within the original period for decision (from the original official filing date) prescribed by this Subdivision Ordinance.

### 2. Other Modifications

In all instances (e.g., when the applicant chooses to submit a revised application on his own accord because of a change in development decisions), submittal of the modified application shall be accompanied by a properly executed Waiver of Right to 30-Day Action in order to allow the Director adequate time to review the new information and modifications, and shall extend the time for deciding the application for a period equal to the time specified in this Subdivision Ordinance to decide the original application, commencing on the official filing date of the modified application.

## 5.3. INITIATION, COMPLETE APPLICATION & EXPIRATION

### A. Initiation by Owner

An application required under this Subdivision Ordinance may be initiated only by the owner of the land subject to the application, or by the owner's duly authorized representative. If the applicant is a representative of the property owner, the application shall include a written and notarized statement from the property owner, authorizing the representative to file the application on the owner's behalf.

### B. Applicability

The procedures within this section shall apply to all applications that are required by the Town and submitted in accordance with this Subdivision Ordinance.

### C. Determination of Completeness

Every application shall be subject to a determination of completeness by the responsible official for processing the application. An application must be complete in order to be accepted for review by the Town.

1. The application shall only be accepted by the responsible official for processing when it is accompanied by all documents required by, and prepared in accordance with, the requirements of this Subdivision Ordinance. A typographical error shall not, by itself, constitute an incomplete application.
2. A determination of completeness shall not constitute a determination of compliance with the substantive requirements of this Subdivision Ordinance.
3. A determination of completeness of an application shall be conducted in accordance with the following procedures:

- a. The applicant shall be notified in writing within ten (10) business days if the submitted application is incomplete. Such notice shall be served by depositing it in the U.S. Postal Service, or by electronic mail transmission, before the tenth (10<sup>th</sup>) business day following submission of the application.
  - b. If the application is determined to be incomplete, the notification shall specify the documents or other information needed to complete the application and shall state the date the application will expire if the documents or other information are not provided to the Town.
  - c. An application shall be deemed complete on the eleventh (11<sup>th</sup>) business day after the application has been received if notice is not served.
4. It is not guaranteed that an accepted, complete application will be approved, if after the application is deemed complete it is determined that the proposed plan does not comply with this Subdivision Ordinance.

**D. Re-Submittal After Notification of Incompleteness**

If the application is re-submitted after a notification of incompleteness, the application shall be processed upon receipt of the re-submittal. An additional determination of completeness shall be made thereafter as described in section 5.3.C Determination of Completeness. The statutory 30-day time frame for plat approvals shall begin when the Town deems the application is complete as described in section 5.3.G Official Filing Date.

**E. Waiver of Right to 30-Day Action**

**1. Request**

An applicant may submit in writing a Waiver of Right to 30-Day Action in relation to the decision time for plats of thirty (30) days, as mandated by State law.

**2. Requirements Maintained**

Submission of a Waiver of Right to 30-Day Action, and acceptance of such Waiver by the Town as part of an application, shall not be deemed in any way a waiver to any requirement within this Subdivision Ordinance. A waiver from requirements herein is a separate and distinct process.

**F. Expiration of Application**

1. The application shall automatically expire at the close of business of the forty-fifth (45<sup>th</sup>) calendar day after the date the application is received, and it will be returned to the applicant together with any accompanying documents and materials, if:
  - a. The Town provides to the applicant, not later than the tenth (10<sup>th</sup>) business day after the date the application is filed, written notice that specifies the necessary documents or other information, and the date the application will expire if the documents or other information is not provided; and

- b. The applicant fails to provide the specified documents or other information necessary to comply with the Town's requirements relating to the application within the time provided in the notification.
- 2. An accepted application for which there has been no action taken by an applicant for ninety (90) calendar days shall be deemed expired and closed on the Town's initiative.
  - a. If the application is of a type that can be administratively approved or denied, the responsible official shall notify the applicant in writing that the application is officially denied due to inaction.
  - b. If the application is of a type that must be acted upon by the Town Council, the responsible official shall coordinate the application being placed on the agenda of the Town Council, as applicable, and the application shall then be formally denied by an official action of the Town Council, as applicable.

#### G. Official Filing Date

The 30-day time period established by State law, and by this Subdivision Ordinance, for processing and deciding an application shall commence on the official filing date. The official filing date shall be defined as the date the application is deemed complete by the Town in the manner prescribed by section 5.3.C Determination of Completeness.

### 5.4. APPLICATION PROCESSING, ACTION & NOTIFICATION FOLLOWING DECISION

#### A. Action By The Town

The Town shall initiate internal review and assessment of the application following the Town's development review procedures. The Town shall also, to the extent possible, work with the applicant by advising on and communicating revisions that may be necessary to bring the application into compliance with the Town regulations in preparation for consideration by the Town Council.

#### B. Decision

The Town shall approve, approve with conditions, or deny the application within the time period prescribed by this Subdivision Ordinance.

#### C. Conditions Attached

The Town may attach such conditions to the approval of an application as are reasonably necessary to ensure compliance with all applicable requirements of this Subdivision Ordinance.

#### D. Notification of Decision

The Town shall send written notice within fourteen (14) calendar days following the date of a decision on an application.

#### E. Notification of Appeal

Whenever an appeal is taken from a final decision on an application following a public hearing, or whenever the Town is to consider revocation of an application which was obtained following a public hearing, notice of the appeal or revocation proceeding shall be provided to the applicant.

## **5.5. PUBLIC HEARINGS**

### **A. Setting the Hearing**

When the Director determines that an application is complete and that a public hearing is required by this Subdivision Ordinance or by State law, the Director shall cause notice of such hearing to be prepared and made in accordance with State law. The time set for the hearing shall conform to the time periods required this Subdivision Ordinance and by State law.

### **B. Conduct of the Hearing**

The public hearing shall be conducted in accordance with State law. Any person may appear at the public hearing and submit evidence, either individually or as a representative of an organization. Each person who appears at a public hearing shall state his or her name and address, and if appearing on behalf of an organization, state the name of the organization for the record.

### **C. Record or Proceedings**

The Council conducting the hearing shall record the proceedings using standard municipal record-keeping procedures.

## **5.6. AMENDMENTS & EXPIRATION**

### **A. Amendments/Revisions to an Approved Application**

Unless another method is expressly provided by this Subdivision Ordinance, any request to amend or revise an approved application shall be considered a new application, which must be decided in accordance with the procedures governing the original application and the standards in effect at the time such new application is filed with the Town.

### **B. Time of Expiration**

1. Unless otherwise expressly provided by this Subdivision Ordinance, an approved application shall automatically expire two (2) years following the approval date of the application, and shall become null and void, and all activities under the application thereafter shall be deemed in violation of this Subdivision Ordinance, if:
  - a. The applicant fails to satisfy any condition that was imposed by this Subdivision Ordinance or as part of the approval of the application within the time limits established for satisfaction of such condition or term; or
  - b. The applicant fails to submit a subsequent complete application required by this Subdivision Ordinance within the time so required; or

2. If no time limit for satisfaction or conditions is specified in the decision on the application, the time shall be presumed to be two (2) years following the date the application was approved, except as provided in section 5.7 EXPIRATION FOR PROJECTS APPROVED PRIOR TO SEPTEMBER 1, 2005.

C. Effect of Expiration

Upon the expiration of an approved application, all previously approved applications for the same land shall also expire on the expiration date if the filing of an application was required to avoid expiration for the previously approved applications(s), except as provided in section 5.7 EXPIRATION FOR PROJECTS APPROVED PRIOR TO SEPTEMBER 1, 2005. Thereafter, a new application must be submitted for consideration and approval subject to regulations in effect at the time the new applications is filed.

**5.7. EXPIRATION FOR PROJECTS APPROVED PRIOR TO SEPTEMBER 1, 2005**

A. Two-Year Expiration Established

Notwithstanding any other provision of this Subdivision Ordinance, for any approved application for which no expiration date was in effect on September 1, 2005, an expiration date of two (2) years following the date of approval of the application shall apply.

B. Five-Year Expiration Established

Notwithstanding any other provision of this Subdivision Ordinance, once an application has expired under section 5.7, all previously approved applications for the same land also shall expire no later than five (5) years following the date of filing of the first application for the project for which the expired application was filed.

**SECTION 6: SUBDIVISION PROCEDURES**

**6.1. GENERAL SUBDIVISION & PLATTING PROCEDURES**

A. Types of Plats Required

A Final Plat, Development Plat or a Minor Plat shall be approved prior to any land division that is subject to these regulations and prior to commencement of any new development or construction project.

B. Replat

A Replat in accordance with State Law and the provisions of sections 6.8 REPLATS AND AMENDING PLATS – GENERAL REQUIREMENTS and 6.9 REPLATS shall be required any time a platted, recorded lot is further divided or expanded, thereby changing the boundary and dimensions of the property. In the case of minor revisions to recorded plats, a Minor Plat or Amending Plat may also be utilized if allowed by State Law and if in accordance with section 6.7 MINOR PLATS and sections 6.8 REPLATS AND AMENDING PLATS – GENERAL REQUIREMENTS and 6.10 AMENDING PLATS respectively.

C. Exemptions

The following land divisions are exempt from the requirements of this Subdivision Ordinance that apply to plats:

1. Use of existing cemeteries complying with all State and local laws and regulations; and
2. A division of land created by order of a court of competent jurisdiction, provided however, that prior to construction of improvements, a Final Plat or Development Plat meeting the requirements of this Subdivision Ordinance shall be approved and recorded prior to the issuance of permits.

**D. Zoning**

Inside the Town limits, the following shall apply:

**1. Conformance with Existing Zoning**

All applications shall be in conformance with the existing zoning of the property.

**2. Request to Rezone First**

If an applicant seeks to amend the zoning for the property, the request to rezone the land shall be submitted and approved prior to acceptance of an application for filing unless as otherwise provided below.

- a. The applicant may request approval from the Town to submit an application simultaneous with the zoning change request, in which case the application for the zoning amendment shall be acted upon first, and provided that the application is accompanied by a properly executed Waiver to Right to 30-Day Action (due to the more lengthy time frame necessary to advertise and process zoning applications).
- b. In the event that the requested zoning amendment is denied, the application shall also be rejected or denied.

**3. Site Plan Approval**

Where Site Plan approval is required by the Town Council prior to development, no application for a Final Plat approval shall be accepted for filing until a Preliminary Site Plan has been approved for the land subject to the proposed plat.

**E. General Stages of Plat Approval & Staff Review**

**1. Two-Stage Process**

The platting process typically involves two approval stages: Submission and approval of a Preliminary Plat, and a subsequent submission and approval of a Final Plat. However:

- a. An applicant may proceed with a Final Plat without an approved Preliminary Plat whenever:
  1. A Minor Plat is submitted; or
  2. A Preliminary Site Plan for the development is submitted and approved in accordance with the Zoning Ordinance.

- b. An applicant may submit a Construction Plat and a Final Plat simultaneously in lieu of a Preliminary Plat if appropriate surety are submitted along with the application.

## 2. Review by the Director

Unless otherwise specified under the regulations for a specific type of plat:

- a. The Director shall be responsible for a plat, and shall be responsible for the initial review of a plat for conformance with this Subdivision Ordinance and any other applicable ordinances of the Town.
- b. The Director shall review all applications for completeness.
- c. The Director shall review all applications that are deemed complete for conformance with this Subdivision Ordinance and with other applicable Town regulations.

## 6.2. PRELIMINARY PLATS

### A. Purpose

The purpose of a Preliminary Plat shall be to determine the general layout of the subdivision, the adequacy of public facilities needed to serve the intended development, and the overall compliance of the land division with applicable requirements of this Subdivision Ordinance.

### B. Exceptions

1. A Preliminary Plat is not required when a Minor Plat or Development Plat is submitted.
2. A Final Plat in accordance with section 6.3, along with Construction Plans in accordance with section 7.1, may be submitted in lieu of a Preliminary Plat if an Improvement Agreement and appropriate surety are submitted along with the application.

### C. Accompanying Applications

1. An application for a Preliminary Plat shall be accompanied by a Preliminary Drainage Plan, a Preliminary Utility Plan, and other plans if deemed necessary for thorough review by the Director or the Town Engineer. However, approval of each shall be separate and in accordance with section 6.2 PRELIMINARY PLATS with section 7.1 CONSTRUCTION PLANS.
2. The applicant shall furnish with the application to the Town a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Preliminary Plat.

### D. Action by Town Council

1. The Town Council shall act within thirty (30) calendar days following the official date of the Preliminary Plat application unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3 INITIATION, COMPLETE APPLICATION & EXPIRATION. If no decision is rendered by the Town Council within the thirty (30) day period described above or such longer



period as may have been agreed upon, the Preliminary Plat, as submitted, shall be deemed to be approved.

2. Any one of the following actions will constitute a final action:

- a. Approve the Preliminary Plat; or
- b. Approve the Preliminary Plat with conditions, which shall mean that the Preliminary Plat shall be considered to have been approved once such conditions are fulfilled; or
- c. Deny the Preliminary Plat.

E. Criteria for Approval

The following criteria shall be used by the Town Council to determine whether the application for a Preliminary Plat shall be approved, approved with conditions, or denied:

1. The Preliminary Plat is consistent with all zoning requirements for the property, including any applicable Planned Development zoning standards;
2. The proposed provision and configuration of public improvements including, but not limited to, roads, water, wastewater, storm drainage, park facilities, open spaces, habitat restoration, easements and rights-of-way are adequate to serve the development, meet applicable standards of this Subdivision Ordinance, and conform to the Town's adopted master plans for those facilities;
3. The Preliminary Plat is in accordance with the Town's interlocal agreements with Denton County if the proposed development is located in whole or in part in the ETJ of the Town;
4. The Preliminary Plat has been duly reviewed by the Director;
5. The Preliminary Plat conforms to design requirements and construction standards;
6. The Preliminary Plat is consistent with the Comprehensive Plan, except where application of the Plan may conflict with State law.
7. The proposed development represented on the Preliminary Plat does not endanger public health, safety or welfare.
8. (moved to 6.4 Construction Plat)

F. Effect of Approval

The approval of a Preliminary Plat shall allow the applicant to proceed with the development and platting process by submitting Construction Plans and a Final Plat. Approval of the Preliminary Plat shall be deemed general approval of the subdivision's layout only, and shall not constitute approval or acceptance of Construction Plans or a Final Plat.

G. Appeal of the Decision on a Preliminary Plat Application

Refer to section 6.12 PLAT APPEALS.

H. Expiration

### 1. Two-Year Validity

The approval of a Preliminary Plat shall remain in effect for a period of two (2) years following the date of approval, during which period the applicant shall submit and receive approval of a Final Plat and Construction Plat for the land area shown on the Preliminary Plat. If a Final Plat and a Construction Plat have not been approved within the two (2) year period, the Preliminary Plat shall expire.

### 2. Phased Developments – Partial Final Plat & Construction Plat

If a Final Plat and a Construction Plat for only a portion of the land area shown on the Preliminary Plat are approved by the end of the two (2) year period, the Preliminary Plat for the remainder of the land not included on the Final Plat and Construction Plat shall expire on such date.

### 3. Void if Not Extended

If the Preliminary Plat is not extended as provided in section 4.2.I Extension, it shall expire and shall become null and void.

## I. Extension

A Preliminary Plat may be extended for a period not to exceed one (1) year beyond the Preliminary Plat's expiration date. A request for extension shall be submitted to the Town staff in writing at least thirty (30) calendar days prior to expiration of the Preliminary Plat, and shall include reasons why the Preliminary Plat should be extended.

### 1. Decision by the Town Council

- a. The Town Council will review the extension request and shall approve it, approve it with conditions, or deny the extension request within thirty (30) calendar days following the official filing date of the request.
- b. Should the Town Council fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be denied.

### 2. Considerations

In considering an extension, the Town Council shall consider whether the following conditions exist:

- a. A Final Plat has been submitted and/or approved of any portion of the property shown on the Preliminary Plat;
- b. Construction Plans have been submitted and/or approved for any portion of the property shown on the Preliminary Plat;
- c. Construction is occurring on the subject property;
- d. The Preliminary Plat complies with new ordinances that impact the health, safety and general welfare of the community; and/or

### 3. Conditions

In granting an extension, Town Council may impose such conditions as are needed to ensure that the land will be developed in a timely fashion and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

### 4. Appeal of Denial for Extension

The denial of an extension may be appealed to the Town Council. A written request for such appeal shall be received by the Town staff within fourteen (14) calendar days following the denial. The Town Council shall hear and consider such an appeal within thirty (30) calendar days following the receipt of the appeal request. The Town Council may affirm, modify or reverse the decision by a three-fourths majority vote. The decision of the Town Council is final.

## J. Amendments to Preliminary Plat Following Approval

### 1. Minor Amendments

Minor amendments to the design of the subdivision subject to an approved Preliminary Plat may be incorporated in an application for approval of a Final Plat without the necessity of filing a new application for re-approval of a Preliminary Plat. Minor amendments may only include minor adjustments in street or alley alignments, lengths and paving details, and minor adjustments to lot lines that do not result in creation of additional lots or any non-conforming lots (such as to Zoning standards), provided that such amendments are consistent with applicable approved prior applications.

### 2. Major Amendments

All other proposed changes to the design of the subdivision subject to an approved Preliminary Plat shall be deemed major amendments that required submittal and approval of a new application for approval of a Preliminary Plat (including new fees, new review, new official filing date, etc.) before approval of Construction Plat and/or a Final Plat.

### 3. Determination

The Director shall make a determination whether proposed amendments are deemed to be minor or major, thereby requiring new submittal of a Preliminary Plat.

## K. Large Lots and Tracts

If the lots or tracts of land in a proposed development are large enough to suggest possible further subdivision in the future, or if portions of the property are not subdivided or developed immediately, the Preliminary Plat shall show how such large tracts or remainder portions of the property can be subdivided into conforming lots at a later time, and shall also show how streets can be extended and how median openings can be aligned and shared in the future.

## 6.3. FINAL PLATS

### A. Purpose

The purpose of a Final Plat is to ensure that the proposed subdivision and development of the land is consistent with all standards of this Subdivision Ordinance and other ordinances pertaining to the land use regulations, outdoor lighting regulations, the adequacy of public facilities, that public improvements to serve the subdivision or development have been installed and accepted by the Town or that provision for such installation has been made, that all other requirements and conditions have been satisfied or provided for to allow the Final Plat to be recorded.

**B. Exceptions**

A Final Plat is not required when a Minor Plat is submitted.

**C. Ownership**

1. The applicant shall furnish to the Town a current title commitment issued by a title insurance company authorized to do business in Texas, a title opinion letter from an attorney licensed to practice in Texas, or some other acceptable proof of ownership, identifying all persons having an ownership interest in the property subject to the Final Plat.
2. The Final Plat shall be signed by each owner, or by the representative of the owners authorized to sign legal documents for the owners, effectively denoting that they are consenting to the platting of the property and the dedications and covenants that may be contained in the Final Plat. Such consent shall be subject to review and approval by the Town Attorney, and the applicant shall reimburse the Town for all related legal costs for the review. This reimbursement shall be paid in full prior to filing of the Final Plat.

**D. Complete Applications for Final Plats in Extraterritorial Jurisdiction (ETJ)**

Where the land to be platted lies within the ETJ of the Town in a county with which the Town has interlocal agreement under Texas Local Government Code, Chapter 242, a complete application shall be submitted to the Town.

**E. Accompanying Applications**

An application for a Final Plat may be accompanied by Construction Plans if also accompanied by an Improvement Agreement and appropriate surety in accordance with section 7.4 IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION. However, approval of each shall be separate and in accordance with this section for Final Plats and with section 7.1 CONSTRUCTION PLANS.

**F. Prior Approved Preliminary Plat**

The Final Plat and all accompanying data shall conform to the Preliminary Plat as approved by the Town Council, or as the Preliminary Plat may have been amended subsequently, if applicable, incorporation all conditions imposed or required by the Town Council, if applicable.

**G. Action by the Town Council**

1. The Town Council shall act within thirty (30) calendar days following the official filing date of Final Plat (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3.E Waiver of Right to 30-Day Action. If no decision is rendered by the Town Council within the thirty

(30) day period described above or such longer period as many have been agreed upon, the Final Plat, as submitted, shall be deemed to be approved.

2. Any one of the following actions will constitute final action:

- a. Approve the Final Plat; or
- b. Approve the Final Plat with conditions, which shall mean that the Final Plat shall be considered to have been approved once such conditions are fulfilled; or
- c. Deny the Final Plat.

H. Criteria for Approval

The following criteria shall be used by the Town Council to determine whether the application for a Final Plat shall be approved, approved with conditions, or denied:

1. Prior Approved Preliminary Plat

- a. The Final Plat conforms to the approved Preliminary Plat except for minor amendments that are authorized under section 4.2.J Amendments to Preliminary Plat Following Approval and that may be approved without the necessity of revising the approved Preliminary Plat;
- b. All conditions imposed at the time of approval of the Preliminary Plat, as applicable, have been satisfied;
- c. The Construction Plans conform to the requirements of section 7.1 CONSTRUCTION PLANS and have been approved by the Town Engineer;
- d. Where public improvements have been installed, the improvements conform to the approved Construction Plans and have been approved for acceptance by the Town Engineer;
- e. Where the Town Engineer has authorized public improvements to be deferred, an Improvement Agreement has been executed and submitted by the property owner in conformity with Section 7: CONSTRUCTION PLANS & PROCEDURES;
- f. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;
- g. The Final Plat in Denton County meets the Town's standards to be applied under an interlocal agreement between the Town and Denton County under Texas Local Government Code, Chapter 242, where the proposed development is located in whole or in part in the ETJ of the Town and Denton County;

2. No Prior Approved Preliminary Plat

- a. The Final Plat conforms to all criteria for approval for a Preliminary Plat;
- b. The Construction Plans conform to the requirement of section 7.1 CONSTRUCTION PLANS and have been approved by the Town Engineer;

- c. An improvement Agreement or surety for installation of public improvements have been prepared and executed by the property owner in conformance with Section 7: CONSTRUCTION PLANS & PROCEDURES;
- d. The final layout of the subdivision or development meets all standards for adequacy of public facilities contained in this Ordinance;
- e. The Final Plat meets Denton County standards to be applied under an interlocal agreement between the Town and Denton County under Texas Local Government Code, Chapter 242, where the proposed development is located in whole or in part in the ETJ of the Town and Denton County;

#### I. Procedures for Recordation Upon Approval

The applicant shall supply to Director the required number of signed and executed copies of the Final Plat that will be needed to file the Plat, upon approval, with Denton County (in the County's required format) at least fourteen (14) calendar days prior to the Town Council meeting at which it will be considered for approval.

##### 1. General

###### a. Signatures

After approval of the Final Plat, the Director shall procure the appropriate Town signatures on the Final Plat.

###### b. Recording Upon Performance

- 1. The Final Plat is approved by the Town;
- 2. All required public improvements have been completed and accepted by the Town (or an Improvement Agreement has been executed and appropriate surety provided in accordance with section 7.4 IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION;
- 3. All County filing requirements are met.

##### 2. Submittal of Final Plat Where Improvements Installed

Where all required public improvements have been installed prior to recording of the Final Plat, the applicant shall meet all requirements in accordance with Section 7: CONSTRUCTION PLANS & PROCEDURES.

##### 3. Submittal of Final Plat Where Improvements Have Not Been Installed

Where some of or all required public improvements are not yet completed in connection with an approved Final Plat, the applicant shall submit the Final Plat as approved by the Town Council, revised to reflect any conditions imposed by the Town Council as part of approval.

##### 4. Update of Proof of Ownership

If there has been any change in ownership since the time of the Proof of Ownership was provided under section 4.3.C Ownership, the applicant shall submit a new consent agreement executed by

each owner consenting to the platting of the property and the dedications and covenants contained in the plat. The title commitment or title opinion letter and consent agreement shall be subject to review and approval by the Town Attorney, and the applicant shall reimburse the Town for all related costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

**J. Effect of Approval**

The approval of the Final Plat:

1. Supersedes any prior approved Preliminary Plat for the same land.
2. Authorizes the applicant to install any improvements in public rights-of-way in conformance with approved Construction Plans and under an Improvement Agreement, if applicable,
3. Authorizes the applicant to seek Construction Release and/or issuance of a Building Permit.

**K. Appeal of Decision of Final Plat Application**

Refer to section 6.12 PLAT APPEALS.

**L. Revisions Following Recording/Recordation**

Revisions may only be processed and approved as a Replat or Amending Plat, as applicable.

**6.4. CONSTRUCTION PLAT**

**A. Purpose**

The purpose of the Construction Plat is to ensure that the proposed development of the land is consistent with all standards of this Subdivision Ordinance and all Town ordinances including those governing drainage, paving, utilities, storm water facilities, outdoor lighting regulations, and roadways.

**B. Applicability**

The Construction Plat shall be required for any proposed subdivision or development of land within the corporate boundaries and ETJ of the Town.

**C. Action by the Council**

1. Review the Construction Plat application, the findings of the Town engineer, and any other information available. From all such information, the Town Council shall determine whether the Construction Plat conforms to the regulations of this Subdivision Ordinance and other Town Ordinances.
2. Act within thirty (30) calendar days following the official filing date of Construction Plat (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3.E Waiver of Right to 30-Day Action. If no decision is rendered by the Town Council within the thirty (30) day period described above or such longer period as many have been agreed upon, the Construction Plat, as submitted, shall be deemed to be denied.
3. Take one of the following actions:

- a. Approve the Construction Plat; or
- b. Approve the Construction Plat with conditions, which shall mean that the Construction Plat shall be considered to have been approved once such conditions are fulfilled; or
- c. Deny the Construction Plat.

**D. Criteria for Approval**

The following criteria shall be used by the Town Council to determine whether the application for a Construction Plat shall be approved, approved with conditions, or denied:

1. The layouts and engineering plans for required public improvements and Town utilities have been submitted by the applicant for approval by the Town engineer; and
2. The plat conforms to the Comprehensive Plan and to applicable Zoning and other Town regulations.

**E. General Approval**

The approval of the Construction Plat by the Town Council shall be deemed as general approval of the street and lot layout and shall constitute conditional approval of the final plat when all conditions of approval and procedural requirements have been met.

**F. Floodplain Requirement**

FEMA designated 100 year floodplain boundary, including finish floor elevation established a minimum of three feet above the calculated 100 year flood.

**G. Initiation of Construction Work**

Construction work shall not be initiated prior to the approval of the Construction Plat and Engineering Plans by the Town Council. Additionally, the applicant shall provide copies of letters from applicable utility providers stating that each utility provider has reviewed the Construction Plat and specified any requirements, including easements, they may have.

**H. Appeal of Decision of Final Plat Application**

Refer to section 6.12 PLAT APPEALS.

**6.5. DEVELOPMENT PLAT**

**A. Purpose**

The purpose of a Development Plat is to ensure that the proposed development of the land is consistent with all standards of this Subdivision Ordinance.

**B. Applicability**

A Development Plat shall be required for property located within the corporate boundaries and ETJ of the Town under the following conditions:



1. The division of property into parts each of which is greater than five (5) acres in size and for which no public improvements are to be dedicated, and where each part has access from a public street, or;
2. The development of any property to be used for residential purposes which has not been included within a recorded plat since the Town's adoption of its initial subdivision ordinance, or;
3. The development of any property to be used for non-residential purposes that requires approval of a site plan under the Town's adopted zoning ordinance and which is not proposed to be divided into two or more tracts for sale or development. This requirement does not apply to any property for which a site plan was approved prior to the effective date of these subdivision regulations, which site plan remains in effect and for which no amendment is proposed, or;
4. Development of any property, where no division of such property into two or more parts is intended.

#### C. Exemptions

A Development Plat is not required for the following developments:

1. Total building area in the development does not exceed four-hundred (400) square feet in area, or;
2. Where the development does not require, as determined by the Town Engineer, any additional public improvements, additional public access, right-of-way, utility or drainage easement or covenants and no subdivision of land is proposed.

#### D. Action by the Council

1. Review the Development Plat application, the findings of the Director, and any other information available. From all such information, the Town Council shall determine whether the Development Plat conforms to the regulations of this Subdivision Ordinance.
2. Act within thirty (30) calendar days following the official filing date of Development Plat (unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3.E Waiver of Right to 30-Day Action. If no decision is rendered by the Town Council within the thirty (30) day period described above or such longer period as many have been agreed upon, the Development Plat, as submitted, shall be deemed to be denied.
3. Take one of the following actions:
  - a. Approve the Development Plat; or
  - b. Approve the Development Plat with conditions, which shall mean that the Development Plat shall be considered to have been approved once such conditions are fulfilled; or
  - c. Deny the Development Plat.

#### E. Criteria for Approval

The following criteria shall be used by the Town Council to determine whether the application for a Development Plat shall be approved, approved with conditions, or denied:

1. The layouts and engineering plans for required public improvements and town utilities have been submitted by the applicant for approval by the Town engineer; and
2. The plat conforms to the Comprehensive Plan and to applicable Zoning and other Town regulations; and
3. The Development Plat meets Town standards to be applied under an interlocal agreement between the Town and Denton County under Texas Local Government Code, Chapter 242, where the proposed development is located in whole or in part in the ETJ of the Town and Denton County.

**F. Appeal of Decision of Final Plat Application**

Refer to section 6.12 PLAT APPEALS.

**6.6. CONVEYANCE PLATS**

**A. Purpose**

The purpose of the Conveyance Plat is to subdivide land and to provide recordation of same, for the purpose of conveying (i.e., selling) the property without developing it. A Conveyance Plat may be used to convey the property or interests therein; however, a Conveyance Plat does not constitute approval for any type of development on the property. An application for a Conveyance Plat shall not be considered an application for a permit nor the commencement of a project under Chapter 245 of the Texas Local Government Code.

**B. Applicability**

A Conveyance Plat may be used in lieu of a Final Plat to record the subdivision property in the following instances:

1. To record the remainder of a tract that is larger than five (5) acres, and that is created by the final platting of a portion of the property, provided that the remainder is not intended for immediate development.
2. To record the subdivision of property into parcels, five (5) acres or smaller in size, that are not intended for immediate development, provided all required public improvements exist to the Town's current standards prior to approval and minimum frontage requirements are met. All public rights-of-way must be dedicated and all abutting streets and utilities must be installed and accepted by the Town. Installation of on-site improvements may be delayed if development of other tracts is not affected.

**C. Review**

Unless otherwise specified within this section for specific requirements for a Conveyance Plat, a Conveyance Plat shall be processed and approved using the same timing and procedures, including

recordation, as specified for a Final Plat. Procedures to appeal a decision on a Conveyance Plat shall also be processed and considered as described in section 6.12 PLAT APPEALS.

**D. Subsequent Filing of a Final Plat**

No Final Plat processed and approved in association with a Conveyance Plat shall be filed without the concurrent or prior filing of the associated approved Conveyance Plat for the Remainder of the subject property.

**E. Conveyance Plat Requirements**

1. No building or development permits shall be issued nor permanent utility service provided for land that has only received approval as a Conveyance Plat; a Final Plat must be filed for building and development permits and for utility service. Notwithstanding the above, the Town may authorize temporary building permits, temporary occupancy permits, and temporary utility service.
2. A Conveyance Plat may be superseded by a revised Conveyance Plat or a Final Plat in total or in part through compliance with the procedures and requirements of this Subdivision Ordinance.

**F. Standards for Approval**

**1. Access**

All lots created by a Conveyance Plat shall have frontage and access to an existing or proposed public street, defined on the Major Thoroughfare Plan, or an existing standard street meeting Town construction standards and accessing the existing Town street system. All lots created by a Conveyance Plat shall provide points of access as required by the Zoning Ordinance and/or by this Subdivision Ordinance.

**2. Dedication of Rights-of-Way**

Dedication of rights-of-way shall be required in accordance with the Engineering Standards.

**G. Effect of Approval**

The approval of a Conveyance Plat authorizes conveyance of the lot(s) created thereon, but does not authorized any type of development on the property. The applicant and future owner(s) of the property remain obligated to comply with all provisions of this Subdivision Ordinance upon future development of the property including, but not limited to, all requirements for platting, required public improvements, utility extensions, street improvements or assessments, right-of-way and easement dedications, and all other requirements of this Subdivision Ordinance as they exist at the time of application for development is submitted to the Town.

**6.7. MINOR PLATS**

**A. Purpose**

The purpose of a Minor Plat is to simplify division of land under certain circumstances outlined in State law.

**B. Applicability**

An application for approval of a Minor Plat may be filed only in accordance with State law, when all of the following circumstances apply:

1. The proposed division results in fewer than four (4) lots; and
2. All lots in the proposed subdivision front onto an existing public street and the construction or extension of a street is not required to meet the requirements of this Subdivision Ordinance; and
3. Except for right-of-way widening and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

**C. Application Requirements**

The requirements for the submittal of a Minor Plat shall be the same as the requirements for a Final Plat, as described in section 6.3 FINAL PLATS.

**D. Review by the Director**

1. Initiate review of the plat and materials submitted;
2. Request written comments from partnerships such as Emergency Services and the Town Engineer if deemed necessary.

**E. Action by the Town Council**

1. Determine whether the Minor Plat meets the regulations of this Subdivision Ordinance.
2. Act within thirty (30) calendar days following the official filing date of a completed application for a Minor Plat unless the applicant submits a Waiver of Right to 30-Day Action as outlined in section 5.3.E. Waiver of Right to 30-Day Action. If no decision is rendered by the Director within thirty (30) day period described above or such longer period as may have been agreed upon, the Minor Plat, as submitted, shall be deemed to be approved.
3. Take one of the following actions:
  - a. Approve the Minor Plat;
  - b. Approve the Minor Plat with conditions, which shall mean that the Minor Plat shall be considered to have been approved once such conditions are fulfilled; or
  - c. Deny the Minor Plat.

**F. Criteria for Approval**

The following criteria shall be used by the Town Council to determine whether the application for a Minor Plat shall be approved, approved with conditions, or denied:

1. The Minor Plat is consistent with all zoning requirements for the property (if applicable), any approved Improvement Agreement (if applicable), and all other requirements of this Subdivision Ordinance that apply to the plat;

2. All lots to be created by the plat already are adequately served by improved public street access and by all required Town utilities and services, if applicable;
3. The ownership, maintenance and allowed use of all designated easements have been stated on the Minor Plat; and
4. Except for right-of-way widening and easements, the plat does not require the extension of any municipal facilities to serve any lot within the subdivision.

G. Procedures for Recordation Following Approval

The procedures for recordation of a Minor Plat shall be the same as the procedures for recordation of a Final Plat, as described in section 6.3 FINAL PLATS.

H. Appeal of Decision of Minor Plat Application

Refer to section 6.12 PLAT APPEALS.

I. Revisions Following Approval

Revisions may only be processed and approved as a Replat or Amending Plat, as applicable.

## **6.8. REPLATS AND AMENDING PLATS – GENERAL REQUIREMENTS**

A. Applicability and Terminology

1. The procedures outlined in this section and subsequent sections 6.9 REPLATS, 6.10 AMENDING PLATS and 6.11 PLAT VACATION shall apply only if a property owner seeks to change any portion of a plat that has been filed of record with Denton County
2. The term “Replat” includes changes to a recorded Final Plat, whether the change is effected by replatting without vacation, replatting by vacating the recorded plat and approving a new application, or approving an Amending Plat.

B. Town Action Required

Unless otherwise specified, any change to a recorded plat shall be subject to approval by the Town Council.

C. Construction Management

If the subdivision is replatted and requires construction of additional improvements, the provisions of Section 7: CONSTRUCTION PLANS & PROCEDURES shall apply. If the subdivision as replatted does not require any appreciable alteration or improvement of utility installations, streets, building setback lines, etc., then no Construction Plans shall be required.

D. Application and Approval Procedures

Unless otherwise specified, application and all related procedures and approvals, including recordation, for a Replat or Amending Plat shall be the same as specified for a Final Plat, as described in section 6.3 FINAL PLATS.

## 6.9. REPLATS

### A. Purpose & Applicability

A Replat of all or portion of a recorded plat may be approved in accordance with State law without vacation of the recorded plat, if the Replat:

1. Is signed and acknowledged by only the owners of the property being replatted;
2. Is approved after a public hearing; and
3. Does not propose to amend or remove any covenants or restrictions previously incorporated in the recorded plat.

### B. General Notice and Hearing Requirements

Published notice of the public hearing on the Replat application shall be given in accordance with section 5.5 PUBLIC HEARINGS and State law, if applicable. The public hearing shall be conducted by the Town Council.

### C. Partial Replat Application

If a Replat is submitted for only a portion of a previously platted subdivision, the Replat must reference the previous subdivision name and recording information, and must state on the Replat the specific lots which are being changed along with a detailed "Purpose for Replat" statement.

### D. Special Replat Requirements

#### 1. Applicability

A Replat without vacation of the preceding plat, in accordance with State law, must conform to the requirements of this section if:

- a. During the preceding five (5) years, any of the area to be replatted was limited by an interim or permanent zoning classification to residential use for not more than two (2) residential units per lot; or
- b. Any lot in the preceding plat was limited by deed restrictions to residential use for not more than two (2) residential units per lot.

#### 2. Exception

The requirements of this section shall not apply to any approval of a Replat application for a portion of a recorded plat if all of the proposed area sought to be replatted was designated or reserved for usage other than for single family residential usage. Such designation must be noted on the recorded plat or in the legally recorded restriction applicable to such plat.

#### 3. Notice and Hearing

- a. Publication in an official newspaper or a newspaper of general circulation in the applicable Town or unincorporated area (as applicable) in which the proposed replat property is located; and

- b. By written notice, with a copy of Section 212.015(c) of the Texas Local Government Code (as amended) attached, forwarded by the Town to the owners of lots that are in the original subdivision and that are within two hundred (200) feet of the lots to be replatted, as indicated on the most recently approved municipal tax roll or in the case of a subdivision within the ETJ, the most recently approved applicable county tax roll of the property upon which the replat is requested. The written notice may be delivered by depositing the notice, properly addressed with postage prepaid, in a post office or postal depository within the boundaries of the Town.

#### 4. Protest

If the Replat application is protested in accordance with this section, approval of the Replat shall require the affirmative vote by three fourths of the alderman of Town Council. For a legal protest, written instruments signed by the owners of at least twenty (20%) percent of the area of the lots or land immediately adjoining the area covered by the Replat application and extending two hundred (200) feet from the area, but within the original subdivision, must be filed with the Town Council prior to the close of the public hearing. The area of streets shall be included in the area computations.

#### E. Review and Consideration

The review and approval processes for a Replat shall be the same as the review and approval processed for a Final Plat (except for the public hearing and notice requirements described in section 4.7.D.3, which are outlined in section 6.3 FINAL PLATS. The Director shall be responsible for review and the Town Council shall decide the Replat application. Procedures to appeal a decision on a Replat shall be processed and considered the same as described in 6.12 PLAT APPEALS.

#### F. Effect

Upon approval and recording of the Replat, it is controlling over the previously recorded plat for the portion replatted.

### 6.10. AMENDING PLATS

#### A. Purpose

The purpose of an Amending Plat shall be to provide an expeditious means of making minor revisions to the recorded plat consistent with the provisions of State law.

#### B. Applicability

The procedures for an Amending Plat shall apply only if the sole purpose of the Amending Plat is to achieve one or more of the following:

1. Correct an error in a course or distance shown on the preceding plat;
2. Add a course or distance that was omitted on the preceding plat;
3. Correct an error in a real property description shown on the preceding plat;
4. Indicate monuments set after the death, disability or retirement from practice of the engineer or surveyor responsible for setting the monuments;

5. Show the location or character of a monument that has been changed in location or character or that is shown incorrectly as to the location or character of the preceding plat;
6. Correct any other type of scrivener or clerical error or omission previously approved by the municipal authority responsible for approving plats, including lot numbers, acreage, street names, and identification of adjacent recorded plats;
7. Correct an error in courses and distances of lot lines between two adjacent lots if:
  - a. Both lot owners join in the application for amending the plat;
  - b. Neither lot is abolished;
  - c. The amendment does not attempt to remove recorded covenants or restrictions; and
  - d. The amendment does not have a material adverse effect on the property rights of the other owners in the plat;
8. Relocate a lot line to eliminate an inadvertent encroachment of a building or other improvement on a lot line or easement;
9. Relocate one or more lot lines between one or more adjacent lots if:
  - a. The owners of all those lots join in the application for amending the plat;
  - b. The amendment does not attempt to remove recorded covenants or restrictions; and
  - c. The amendment does not increase the number of lots;
10. Make necessary changes to the preceding plat to create six (6) or fewer lots in the subdivision or a part of the subdivision covered by the preceding plat if:
  - a. The changes do not affect applicable zoning and other regulations of the municipality; and
  - b. The changes do not attempt to amend or remove any covenants or restrictions;
11. Replat one or more lots fronting on an existing street if:
  - a. The owners of all those lots join in the application for amending the plat;
  - b. The amendment does not attempt to remove recorded covenants or restrictions;
  - c. The amendment does not increase the number of lots; and
  - d. The amendment does not create or require the creation of a new street or make necessary the extension of municipal facilities.

**C. Certificates of Correction**

Certificates of Correction are prohibited.

**D. Notice**

In accordance with State law, the approval and issuance of an Amending Plat shall not require notice, hearing or approval from other lot owners.



E. Review by the Director

1. Initiate review of the plat and materials submitted.
2. Request written comments from partnerships such as Emergency Services and the Town Engineer if deemed necessary.

F. Action by the Town Council

1. Determine whether the Amending Plat meets the regulations of this Subdivision Ordinance.
2. Act within thirty (30) calendar days after the application is deemed complete per section 5.3.G Official Filing Date.
3. Take one of the following actions:
  - a. Approve the Amending Plat;
  - b. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or
  - c. Deny the Amending Plat.

G. Procedures for Recordation Following Approval

The procedures for recordation of an Amending Plat shall be the same as the procedures for recordation of a Final Plat, as described in section 6.3 FINAL PLATS.

H. Effect

Upon approval, an Amending Plat shall be recorded and is controlling over the previously recorded plat without vacation of the plat.

I. Appeal of Decision on Amending Plat Application

Refer to section 6.12 PLAT APPEALS.

**6.11. PLAT VACATION**

A. Purpose

The purpose of a Plat Vacation is to provide an expeditious means of vacating a recorded plat in its entirety, consistent with the provisions of State law.

B. Initiation of a Plat Vacation

1. By the Property Owner

The property owner of the tract covered by a plat may submit an application to vacate the plat at any time before any lot in the plat is sold.

2. By all Lot Owners

If lots in the plat have been sold, an application to vacate the plat must be submitted by all owners of the lots in the plat.

### 3. Town Council

If the Town Council, on its own motion, determines that the plat should be vacated in the interest of and to protect the public's health, safety and welfare; and:

- a. No lots within the approved plat have been sold within five (5) years following the date that the Final Plat was approved by the Town; or
- b. The property owner has breached an Improvement Agreement, and the Town is unable to obtain funds with which to complete construction of public improvements, except that the vacation shall apply only to lots owned by the property owner or its successor; or
- c. The plat has been of record for more than five (5) years, and the Town Council determines that the further sale of lots within the subdivision or addition presents a threat to public health, safety and welfare, except that the vacation shall apply only to lots owned by the property owner or its successors.

### C. Notice

Published notice of the public hearing on the Plat Vacation application shall be given in accordance with section 5.5 PUBLIC HEARINGS and State law. The hearing shall be conducted by the Town Council.

### D. Review by the Director

1. Initiate a review of the Plat Vacation application and materials submitted.
2. Request written comments from partnerships such as Emergency Services and the Town Engineer if deemed necessary.

### E. Action by the Town Council

1. Determine whether the Amending Plat meets the regulations of this Subdivision Ordinance.
2. Act within thirty (30) calendar days after the application is deemed complete per section 5.3.G Official Filing Date.
3. Take one of the following actions:
  - a. Approve the Amending Plat;
  - b. Approve the Amending Plat with conditions, which shall mean that the Amending Plat shall be considered to have been approved once such conditions are fulfilled; or
  - c. Deny the Amending Plat.

### F. Procedures for Recordation Following Approval

If the Town Council adopts a resolution vacating a plat in whole, it shall record a copy of the resolution in the Denton County Clerk's Office. If the Town Council adopts a resolution vacating a plat in part, it shall cause a revised Final Plat to be recorded along with the resolution which shows that portion of the original plat that has been vacated and that portion that has not been vacated.

### G. Effect

1. On the execution and recording of the vacating instrument, the previously filed plat shall have no effect. Regardless of the Town Council's action on the petition, the property owner(s) or developer will have no right to a refund or any monies, fees or charges paid to the Town nor to the return of any property or consideration dedicated or delivered to the Town except as may have previously been agreed to by the Town Council.
2. The plat is vacated when a signed, acknowledged instrument declaring the plat vacated is approved and recorded in the manner prescribed for the original plat.
3. The Town Council, at its discretion, shall have the right to retain all or specific portions of road rights-of-ways or easements shown on the plat being considered for vacation. However, the Town Council shall consider plat vacation upon satisfactory conveyance of easements and/or rights-of-way in a separate legal document using forms provided by the Town Attorney's office.

## **6.12. PLAT APPEALS**

### A. Appeal of the Decision on a Plat Application

#### 1. Initiation of an Appeal

The applicant may appeal the decision of the Director by submitting a written notice of appeal to the Town staff within fourteen (14) calendar days following the date of the decision.

- a. A letter stating the reasons for the appeal, citing the specific applicable sections(s) of the Subdivision Ordinance, shall be submitted by the applicant.

#### 2. Council Decision

The Town Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Town staff. The Town Council may affirm, modify or reverse the decision by a three-fourths majority vote. The decision of the Town Council is final.

## **SECTION 7: CONSTRUCTION PLANS & PROCEDURES**

### **7.1. CONSTRUCTION PLANS**

#### A. Purpose

Require public improvements be installed to serve a development in accordance with all Subdivision ordinance standards.

#### B. Submitting Plans

Plans shall be submitted in accordance with Engineering Services requirements, as provided in the Development Application Handbook. Incomplete plans shall not be accepted and such plans shall be returned to the applicant. Where a Construction Plat is required by this Subdivision Ordinance, the Construction Plans shall be submitted as a part of the application for a Construction Plat.

#### C. Action by the Town Engineer

The Town Engineer shall review and shall take the following actions:

1. Approve the Construction Plans;
2. Approve the Construction Plans with conditions, which shall mean that the Construction Plans shall be considered to have been approved once such conditions are fulfilled; or
3. Deny the Construction Plans.

**D. Approval Required & Timing of Construction**

Construction Plans must be approved in accordance with this section prior to the approval and/or recordation of the Final Plat, unless otherwise stated within this Subdivision Ordinance.

**E. Criteria for Approval**

1. The plans are consistent with the approved Preliminary Plat, or the proposed final Plat;
2. The plans conform to the subject property's zoning and Planned Development standards (including zoning design standards and outdoor lighting regulations), and to the standards for adequate public facilities; contained in this Subdivision Ordinance and all other applicable municipal codes.

**F. Effect**

Approval of Construction Plans authorizes the applicant to schedule a Pre-Construction Meeting in accordance with section 7.1 CONSTRUCTION PLANS and apply for Construction Release in accordance with section 7.1.I Construction Release.

**G. Expiration**

The approval of the Construction Plans shall remain in effect for a period of one (1) year from the date of approval, or for the duration of the construction of the project, provided that progress toward completion on the project continues to be demonstrated, unless the Plans are extended in accordance with section 7.1.H Extension.

**H. Extension**

Construction Plans may be extended for a period of six (6) additional months beyond the expired date. A request must be made in writing to the Town Engineer for such extension prior to expiration of the plans, and shall include reasons why the plans should be extended.

**1. Action by the Town Engineer**

- a. The Town Engineer will review the extension request, and shall approve, approve with conditions, or deny the extension request within thirty (30) calendar days following the official filing date.
- b. Should the Town Engineer fail to act on an extension request within thirty (30) calendar days, the extension shall be deemed to be approved.

**2. Consideration**

The Town Engineer shall extend Construction Plans approval for a period of six (6) additional months beyond the Plans' expiration date if:

- a. A Final Plat has been submitted, approved or filed of record for any portion of the property shown on the Construction Plans;
- b. The Construction Plans comply with new ordinances that impact the health, safety and general welfare of the community;
- c. Demonstrable forward progress has been made to proceed with construction or required improvement; and
- d. An Improvement Agreement, if applicable, is still valid and in full effect.

### 3. Conditions

In granting an extension, the Town Engineer may impose such conditions as are needed to ensure that the land will be developed in a timely fashion and that the public interest is served. Any extension may be predicated upon compliance with new development regulations and/or the applicant waiving any vested rights.

### 4. Total Extension

A second six (6) month extension may be requested using the same process outlined above.

### I. Construction Release

Upon approval of the Preliminary Plat and Construction Plans, receipt of all documentation (e.g., insurance information, bonds, etc.) and fees required by the Town Engineer, and after the Pre-Construction Meeting with the Town, the Town Engineer shall release the plans for construction if all Town requirements pertaining to the construction have been met. The Construction Release shall remain in effect for a period of one (1) year from the date of issuance, or for the duration of construction of the project, provided that progress toward completion of the project continues to be demonstrated. Expiration, and possible extension, of the construction Release shall be the same as for the Construction Plans.

## 7.2. PRE-CONSTRUCTION MEETING

### A. Requirement

The applicant(s) shall attend a Pre-Construction Meeting with the Town Engineer following the approval of Construction Plans and prior to commencement of any construction on the property.

### B. Purpose

The purpose of the Pre-Construction Meeting is to discuss administrative, communication, and operating procedures for project construction prior to Construction Release or issuance of a Building Permit. A list of typical inspection items, procedures and acceptance criteria for items in public right-of-way and easements will also be furnished to the applicant.

### C. Notice

The applicant shall receive written notice from the Town Engineer that Construction Plans have been approved and that the project is eligible for a Pre-Construction Meeting.

**D. Effect**

Following the Pre-Construction Meeting and upon approval of the Construction Plans and full compliance with all pre-construction requirements, the Town Engineer shall authorize Construction Release, allowing the applicant to commence with construction of the project. The applicant may also be issued a Building Permit, if appropriate, provided that a Building Permit application has been submitted and approved and all other Building Permit requirements have also been met.

**7.3. TIMING OF PUBLIC IMPROVEMENTS**

**A. Completion Prior to Final Plat Approval & Recordation**

Completion of all required public improvements, in accordance with the approved Preliminary Plat and the approved Construction Plans, shall occur prior to Final Plat approval and recordation. A Final Plat shall not be accepted for filing, nor shall it be considered for approval, prior to completion of such improvements except as provided in section 7.3.B.

**B. Completion After Final Plat Approval & Recordation**

The Town Engineer, upon written request by the applicant, may allow construction of public improvements after Final Plat approval and recordation. Such postponement shall be conditioned on execution of an Improvement Agreement and provision of security, in accordance with section 7.4 IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION. It shall be at the Town Engineer's discretion to determine whether postponing construction of public improvements until after Final Plat approval and recordation is appropriate, and therefore, whether financial guarantee is acceptable through an Improvement Agreement.

**C. Deferral of Obligation**

The Town Engineer may defer the developer's obligation to dedicate rights-of-way for, or to construct, public improvements to serve a new development upon execution of an Improvement Agreement and upon provision of adequate security.

**D. Phased Development**

If the development is being platted and constructed in phases, improvements shall be completed as platted areas are approved and phases are constructed. Refer to section 4.2.H Expiration for details regarding phased development and Preliminary Plat validity.

**E. Easements for Utility Providers**

The applicant is responsible for contacting all utility providers prior to beginning construction, and for securing all necessary easements for the same prior to Final Plat approval and recordation. The applicant's engineer shall provide the Town Engineer with written certification that all necessary easements are secured for the various utility providers, and such easements shall be shown on the Final Plat with the recording information for each.

#### F. Off-Site Easements

All necessary off-site easements required for installation of required off-site public improvements to serve the development shall be acquired by the applicant prior to the Pre-Construction Meeting, or prior to approval and recordation of the Final Plat, whichever occurs first. Off-site easements shall be conveyed and recorded at Denton County by an instrument approved by the Town. If the property on which the off-site easement is required has been platted, a replat is required to dedicate the easement.

### **7.4. IMPROVEMENT AGREEMENTS AND SECURITY FOR COMPLETION**

#### A. Improvement Agreement and Security for Completion

When any of the required public improvements will be postponed and constructed after Final Plat approval and recordation, the Final Plat shall not be accepted for filing, nor shall it be approved, unless and until the applicant enters into an Improvement Agreement by which the applicant:

1. Will complete improvements;
2. Warrants the improvements for a period of two (2) years following final acceptance by the Town;
3. Provides a maintenance bond in the amount of one hundred and ten percent (110%) of the costs of the improvements for such period;
4. Provides provisions for securing the obligations of the agreement consistent with section 7.4.E Security for Completion of Improvements; and
5. Outlines other terms and conditions as are agreed to by the applicant and the Town, or as may be required by this Subdivision Ordinance.

#### B. Agreement to Run with the Land

The Improvement Agreement shall provide that the covenants and other items of the agreement contained therein shall run with the land and shall bind all successors, heirs and assignees of the applicant. All existing owners shall be required to execute the agreement or provide written consent to the covenants and other items contained in the agreement.

#### C. Action by the Town Engineer

The Town Engineer shall review the Improvement Agreement, and shall approve it, approve it with conditions, or deny it. The agreement shall also be subject to review by the Town Attorney prior to any approval by the Town Engineer, and the applicant shall reimburse the Town for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

#### D. Appeal of Decision

The applicant may appeal the Town Engineer's decision on the Improvement Agreement to the Town Council by submitting written notice of appeal to the Town within fourteen (14) calendar days following the date of such decision. The Town Council shall hear and decide the appeal within thirty (30) calendar days following receipt of the notice of appeal. The Town Council may only overturn

the Town Engineer's decision with an affirmative vote by four voting members of the Town Council. The Town Council's decision is final.

E. Security for Completion of Improvements

1. Type of Security

When any of the required public improvements will be constructed after approval and recordation of the Final Plat, the applicant shall guarantee proper construction of such postponed improvements, in accordance with the Town's design standards and with this Subdivision Ordinance, by a bond executed by a surety company holding a license to do business in the State of Texas, and acceptable to the Town, on the form provided by the Town. The performance bond shall be approved as to form by the Town Attorney;

2. Estimated Cost & Security Approval

Security shall be issued in the amount of one hundred and ten percent (110%) of the cost to construct and complete all required public improvements to the Town's standards as estimated by the applicant's professional engineer, and as approved the Town Engineer. Security shall be subject to the review and approval of the Town Attorney. The applicant shall reimburse the Town for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

3. Security for Construction in Extraterritorial Jurisdiction (ETJ)

Where all or some portion of the proposed development is located in the Town's ETJ, the security shall be in a form and shall contain such terms as are consistent with the Town's interlocal agreements with Denton County under Texas Local Government Code, Chapter 242.

F. Escrow Policies and Procedures

1. Request for Escrow

The Town may require or the developer may petition the Town to defer required improvements in exchange for a deposit of escrow. An example may include a timing issue due to pending street improvements by another agency such as TxDOT. The Town Engineer may require studies and other information to support the developer's request to escrow.

2. Escrow Deposit with the Town

When the Town Council requires or agrees to accept escrow deposits, the developer shall deposit in escrow with the Town an amount equal to one hundred and ten percent (110%) of the total "turnkey" costs including, but not limited to, the design, permitting, acceptance and inflation costs related to the improvement(s). The Town Council shall review and approve the amount, which shall be approved and paid prior to recordation of the Final Plat.

3. Town Usage of Escrowed Funds

The Town may also use the escrowed funds in participation with another entity (such as TxDOT, Denton County, etc.) to jointly construct the public improvement(s).



#### 4. Termination of Escrow

Escrows, or portions of escrowed amounts, which remain unused after a period of ten (10) years following the date of such payment shall, upon written request, be returned to the developer. Such return of escrowed funds does not remove any obligations of the developer for construction of the required improvement(s).

#### 5. Refund

If all or portion of a street or other type of public improvement for which escrow is deposited is constructed by a party other than the Town, the remaining unused escrowed funds, upon written request, be refunded to the developer after completion of the Town acceptance of street or public improvement.

#### 6. Interest on Escrowed Funds

When escrowed funds are returned or refunded to the escrowing developer, the Town shall retain all of the interest accrued by the funds.

#### 7. Escrow Fee Agreement

The Town Council may require an escrow fee agreement be executed.

### 7.5. INSPECTION, MAINTENANCE & ACCEPTANCE OF PUBLIC IMPROVEMENTS

#### A. Inspections

1. The Town Engineer shall inspect the construction of improvements while in progress, as well as upon completion. The applicant, or the applicant's contractor, shall maintain contact with the Town Engineer during construction of improvements.
2. Construction shall be in accordance with the approved Construction Plans. Any significant change in design required during construction shall be made by the applicant's engineer, and shall be subject to approval by the Town Engineer.
3. If the Town Engineer finds, upon inspection, that any of the required public improvements have not been constructed properly and in accordance with the approved Construction Plans, the applicant shall be responsible for completing and/or correction of the public improvements to bring such into compliance.

#### B. Maintenance During Construction

The applicant shall maintain all required public improvements during construction of the development.

#### C. Submission of Record Drawings

The Town shall accept required public improvements when the applicant's engineer has certified to the Town Engineer, through submission of detailed "record" drawings of the project and filed copies of any off-site easements, unless otherwise noted within the Subdivision Ordinance, that the public improvements have been built in accordance with the approved Construction Plans. The

Town shall not accept improvements until the Final Plat is approved by the Town Council and recorded at Denton County. Each record drawing sheet shall show all changes made in the plans during construction, and on each sheet, there shall be a "record" stamp bearing the signature of the engineer and date.

D. Acceptance or Rejection of Improvements by the Town

1. Responsible Official

The Town Engineer shall be responsible for inspecting all required public improvements shown in the Construction Plans, and for accepting completed subdivision improvements intended for dedication to the Town.

2. Final Inspection

After completion of all improvements, franchise utilities, outdoor lighting, grading, and erosion control, the Town Engineer, and other designated representatives (as applicable) will perform a final inspection.

3. Letter of Final Acceptance

If all improvements are completed, inspected, tested (if applicable), and determined by the Town to be in conformance with this Subdivision Ordinance and the Town's design standards, then the Town Engineer shall issue a Letter of Final Acceptance to the applicant, thereby notifying the applicant of the Town's acceptance.

4. Meaning of Acceptance

Acceptance of the improvements shall mean that the applicant has transferred all rights to all the public improvements to the Town for title, use and maintenance.

5. Rejection

The Town Engineer shall reject those improvements that fail to comply with the Town's standards and specifications. The Town shall enforce the guarantee provided by agreement(s).

E. Disclaimer

Approval of a Preliminary Plat or Final Plat by the Town Council, or Construction Plans by the Town Engineer, shall not constitute acceptance of any of the public improvements required to serve the subdivision or development. No public improvements shall be accepted for dedication by the Town except in accordance with this section.

F. Acceptance of Improvements for Land in Extraterritorial Jurisdiction (ETJ)

Where the improvements to be constructed under an Improvement Agreement are located within the Town's ETJ and are to be dedicated to Denton County, the Town Engineer shall inform Denton County that the public improvements have been constructed in accordance with approved Construction Plans, and are ready for acceptance by Denton County.

G. Maintenance Bond Following Acceptance

The applicant shall furnish to the Town Engineer a sufficient maintenance bond with a reputable and solvent corporate surety registered with the State of Texas, in favor of the Town, to indemnify the Town against any repairs. The bond shall be in effect for two (2) years from the date of final acceptance of the entire project. The bond, which is part of the requirements for final acceptance, shall be a minimum of one hundred and ten percent (110%) of the value of the work constructed. Final acceptance shall be withheld until said maintenance bond is furnished to the Town in a form acceptable by the Town Attorney. Once the maintenance bond has been examined and approved by the Town Attorney, the Town Attorney shall certify the bond is valid and enforceable as provided by law prior to recommending acceptance by the Town Engineer. The applicant shall reimburse the Town for all related legal costs for review. This reimbursement shall be paid in full prior to filing of the Final Plat.

## **SECTION 8: SUBDIVISION REQUIREMENTS**

### **8.1. GENERAL STANDARDS**

#### **A. Conformance to Standards**

##### **1. Public Improvements**

Proposed public improvements serving new development shall conform to and be properly related to the public facilities elements of the Comprehensive Plan and, other adopted master plans for public facilities and services, and applicable capital improvements plans, and shall at a minimum meet the service levels specified in such plans.

##### **2. Plats within the Town**

Plats within the Town, and corresponding Construction Plans, shall provide for thoroughfares as shown in the Comprehensive Plan. The alignment and right-of-way width of all proposed thoroughfares shall be in general conformance with the Comprehensive Plan. Minor adjustments to thoroughfare alignments may be allowed without amending the Comprehensive Plan if the Town believes the new alignment meets the spirit and intent of the Comprehensive Plan and will not compromise public safety or traffic efficiency. The design and construction of all proposed thoroughfares shall be in conformance with the Town's adopted Construction Standards, and shall be subject to approval by the Town Engineer. Such approvals shall be required prior to any Plat approval.

##### **3. Water and Wastewater**

The design and construction of the water system and wastewater system to serve the development shall be in conformance with the Town's master plans, Texas Commission on Environmental Quality (TCEQ) guidelines, and the Town's adopted Construction Standards, and shall be subject to approval by the Town Engineer prior to approval of the Construction Plans and the Final Plat.

##### **4. Storm Drainage**

The design and construction of the storm drainage system to serve the development shall be in conformance with the Town's master plans and adopted Construction Standards, and shall be subject to approval by the Town Engineer prior to approval of the Construction Plans and the Final Plat.

**B. Adequate Public Facilities**

**1. Adequate Services for Areas Proposed for Development**

Land proposed for development in the Town shall be served adequately by essential public facilities and services, including but not limited to water distribution, wastewater collections and treatment, roadways, pedestrian circulation, storm drainage conveyance, and park and recreational facilities. Land shall not be approved for platting or development until adequate public facilities necessary to serve the development exist or provisions have been made for the facilities.

**a. Street Access**

A Plat will not be approved unless all the proposed lots have safe reliable street access for daily use and emergency purposes.

1. A Plat will not be approved unless all of the proposed lots have direct access to an improved public street (or a public street that will be improved during construction of the proposed development) to the Town's minimum design and paving standards.
2. Except for lots which are provided access from an approved cul-de-sac, all lots within a development shall have at least two (2) means of access or approach. Where development phasing or constraints of the land prevent the provision of a second, separate means of access, the Town may accept a temporary street connection provided that a second permanent access point can be reasonably anticipated with future development of adjacent properties.
3. For properties situated adjacent to an existing or planned median-divided thoroughfare, at least one (1) of the required access points shall occur at, or through access easement connection to, a median opening.

**b. Water**

A Plat will not be approved unless all of the proposed lots are connected to a public water system which is capable of providing adequate water for health and emergency purposes.

1. Except for lots along an approved cul-de-sac, all lots shall be provided service connections from a looped water main providing water flow from two (2) directions or sources.
2. Water service shall be sufficient to meet the fire flow requirements of the proposed development.
3. The Town may require the phasing of development and/or improvements to the water system to ensure adequate fire protection.

4. The total system capacity of water production, storage and distribution to be determined by Town's historical usage.

c. Wastewater

A Plat will not be approved unless all of the proposed lots are served by a wastewater collection and treatment.

1. The projected wastewater discharge of a proposed development shall not exceed the proposed capacity of the wastewater system.
2. The Town may require the phasing of development and/or improvements to the sanitary sewer system so as to maintain adequate wastewater capacity.

d. Storm Drainage

Increased storm water runoff attributable to new development shall not cause impacts to adjoining, upstream or downstream properties. Impacts are defined as an increase in runoff between pre and post development. Where the projected runoff from a new development exceeds runoff from pre development conditions, the Town may require the phasing of a development, the use of control methods such as retention or detention, obtaining off-site drainage easements, and/or the construction of off-site drainage improvements as means of mitigation.

2. Property Owner's Responsibilities

The property owner shall be responsible for, but not limited to the following:

a. Dedication and Construction of Improvements

1. The property owner shall dedicate all rights-of-way and easements for, and shall construct and extend, all necessary on-site public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the Town's applicable master facilities plans and construction design standards.
2. Following the determination required by Texas Local Government Code section 212.904, the property owner shall construct and extend all proportional off-site public improvements for water distribution, wastewater collection and treatment, streets, storm drainage conveyance, and other improvements that are necessary to adequately serve each phase of a proposed development at service levels that are consistent with the Town's applicable master facilities plans and construction design standards.

b. Abutting Substandard Streets

Where a substandard street abuts or traverses a proposed development, the Town may require, in accordance with Texas Local Government Code section 212.904, the property owner to dedicate additional right-of-way and to improve the street to the Town's current design and construction standards as set forth in the Comprehensive Plan. Such requirements to improve

the substandard street to the Town's current standards shall only be imposed following the careful review of factors including, but not limited to:

1. The impact of a new development on the street;
2. The timing of the development in relation to need for a street; and
3. The likelihood that adjoining property will develop in a timely manner.

c. Facilities Impact Studies

The Town may require that a developer prepare a comprehensive Traffic Impact Analysis (TIA), flood or drainage study or downstream assessment, or other facilities impact study(ies) in order to assist the Town in determining whether a proposed development will be supported with adequate levels of public facilities and services concurrent with the demand for the facilities created by the development. The study(ies) shall identify, at a minimum:

1. The adequacy and capacities of existing facilities;
2. The nature and extent of current deficiencies; and
3. The public improvements that will be needed to meet adequate levels of service assuming the development at the intensity proposed in the application.

The study(ies) shall be subject to approval by the Town Engineer prior to approval of the Preliminary Plat and the Construction Plans. The Town also may require, at the time of approval of subsequent application (e.g., Final Plat), an update of a facilities impact study(ies) approved in connection with a prior application (e.g., Preliminary Plat).

d. Future Extension of Public Facilities

The property owner shall make provisions for future expansion of public facilities as needed to serve future developments, subject to Texas Local Government Code section 212.904.

e. Operations and Maintenance of the Public Facilities

The Town shall provide for all operations and maintenance of public facilities within the corporate boundaries.

f. Fiscal Security

The property owner shall provide all fiscal security required for the construction of the public facilities;

g. Approvals from Utility Providers

The property owner shall obtain all necessary approvals from the applicable utility providers other than the Town, and shall submit written verification of such approvals to the Town with the Construction Plans; and

h. Compliance with Utility Providers

The property owner shall comply with all requirements of the utility providers, including the Town and applicable drainage districts.

### 3. Rough Proportionality; Fair Share

There is a direct correlation between the increased demand on public facilities and systems that is created by a new development, and the Town's requirements to dedicate rights-of-way and easements and to construct a fair and proportional share of public improvements that are necessary to offset such impacts such that new development does not negatively affect the Town as a whole. The Town requires that a new development project contribute its fair and proportional share of such costs.

## 8.2. WATER & WASTEWATER REQUIREMENTS

### A. Water and Wastewater Standards

#### 1. Construction Plans

Plans for construction of all water and wastewater facilities required by these regulations shall be prepared in accordance with the regulations of the Texas Commission of Environmental Quality (TCEQ), national Sanitation Foundations (NSF), Texas Department of Insurance, Insurance Services Office, the Town's adopted Construction Standards, and the Town's current adopted Fire Code, which are incorporated by reference and made a part hereof. Plans for the improvements must be prepared by a licensed engineer and accepted by the Town Engineer.

#### 2. Construction Requirements

- a. All public water and wastewater mains shall be located in the frontage of the property along streets, or in easements adjacent to the development in order provide service to adjacent property;
- b. The minimum easement width for water or wastewater mains shall be fifteen (15) feet, or as determined by the Town Engineer. Where it is necessary for water and wastewater facilities to be located within the same easement, the easement shall be a minimum of twenty (20) feet in width, or as determined by the Town Engineer.
- c. No portion of a structure (including, but not limited to, walls, foundations, porches/patios and porch/patio covers, canopies, roof extensions, overhangs, chimneys, fire flues, etc.) shall encroach over or into any easement, except that wall-attached window awnings, "bay" style windows, and roof eaves shall be allowed to encroach into an easement a maximum of twenty-four inches (24) upon approval by the Town Engineer.
- d. A water or wastewater easement between two lots must be evenly distributed both lots.
- e. Easements shall be dedicated for exclusive use for water and wastewater facilities and shall be shown on the Final Plat for the specific purpose intended. When it is necessary for additional utilities to be placed within an easement, additional width shall be provided and the easement shall be labeled for its intended purpose on the Final Plat.

#### 3. Acquisition of Easements

The developer shall be responsible for the acquisition of all required off-site easements. If the developer is unable to acquire the necessary off-site easement, the Town shall be provided with easement or right-of-way survey documents and exhibits, documentation, including evidence of a reasonable offer made to the affected property owner. Upon receiving a written request for assistance, the Town may, at its option, acquire these easements either through negotiations or through condemnation in the appropriate situations. The developer shall reimburse the Town for the costs of acquiring the necessary easements including but not limited to attorney fees, expert fees and title searches.

**B. Preliminary Utility Plan**

Concurrent with the submission of a preliminary plat, replat or minor plat, the developer shall submit a map or plan showing the location and size of water and wastewater mains, which will be required to provide adequate service and fire protection to the lots specified in the proposed plat. Plans and specifications for fire hydrant systems shall be submitted to the Fire Marshall for review prior to construction.

**1. Plan Document**

The plan shall be prepared as noted in the Town's Development Application Handbook.

**2. Coordination with other Utility Providers**

**a. Preliminary Plat**

When the subdivision is located in an area served by a utility provider other than the Town, the developer must provide a water system analysis.

**b. Minor Plat or Replat**

1. When a subdivision is located in an area served by utility providers other than the Town, the developer must provide a letter from the utility provider stating that the facilities existing in the area to provide adequate domestic and fire protection. If the Town has reason to believe that there may be water supply or pressure concerns, a water system analysis may be required.

**c. Final Plat**

The Final Plat will not be filed with Denton County until a letter has been provided from the utility provider stating that they have accepted the plans for construction.

**C. Miscellaneous Requirements**

1. No building shall be constructed over an existing wastewater, lateral, water main or storm drain unless approved in writing by the Town Engineer and approved by the Town Council.
2. Ownership and maintenance of water and wastewater mains and service connections shall be regulated as follows:



3. Water or wastewater service lines shall not cross any adjacent lot. The public main shall be extended so as not to require the service to extend across another lot. Water and wastewater service lines shall be maintained by the property owner.
4. Public water and wastewater mains adjacent to federal, state, or county roadways shall be constructed outside the right-of-way in a separate easement unless otherwise agreed to by those agencies and the Town.

#### D. Water

##### 1. Design & Construction

###### a. Installation of Water Facilities

Where water is to be provided through the Town system, the property owner shall install adequate water facilities, including fire hydrants, in accordance with the adopted Fire Code, the current Rules and Regulations for Public Water Systems of the Texas Commission of Environmental Quality (TCEQ), the firefighting standards of the Texas Board of Insurance and the Town's Construction standards. If any such requirements conflict, the most stringent requirement shall apply.

###### b. Facilities for Health and Safety Emergencies; Alternative Water Sources

All water facilities connected to the Town's water system shall be capable of providing water for health and emergency purposes, including fire protection and suppression. The design and construction of water system improvements and alternative water sources shall also comply with the following standards:

1. Design and construction of a water source on the site shall be in accordance with applicable regulations of the Texas Commission of Environmental Quality (TCEQ);
2. Design and construction of a fire protection and suppression system shall be in accordance with the Town's Fire Department and adopted Fire Code.

##### 2. Location

###### a. Shown on Construction Plans

The location and design of all fire hydrants, all water supply improvements and the boundary lines of special districts, private systems and certified water service areas, including all improvements proposed to be served, shall be shown on the Construction Plans.

###### b. Extension of Lines

Extension of water lines shall be made along the entire frontage of the development adjacent to a street. If the subdivision is not adjacent to a street, the extension of water lines shall be accomplished in such a manner as to allow convenient future connections to said lines by new subdivisions.

###### c. Waiver for Requirement

If new subdivisions will never be constructed beyond a developing subdivision due to physical constraints, the Town Engineer may approve a Minor Waiver for this requirement in accordance with section 9.1 PETITION FOR WAIVERS of this Subdivision Ordinance prior to action on the Construction Plans or prior to action on any plat.

### 3. Cost of Installation

The cost of installing all water supply improvements to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement.

### 4. Cost of Extension

Where the Town's water distribution system is not planned to be extended in time to serve a proposed new development, all necessary water facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a water facility is deemed necessary by the Town Engineer for future developments, then the Town may participate in such oversizing costs as part of a Development Agreement.

### 5. Individual Wells

#### a. Within the Town's ETJ

The property owner must submit with the Preliminary and Final Plat applications a certificate from a professional engineer who is registered, or a geoscientist who is licensed, to practice in the State of Texas verifying the adequacy of the proposed well water supply and potability prior to Preliminary Plat and Construction Plans approvals.

#### b. Compliance with Other Regulations

Installation, operations and maintenance of individual wells shall comply with Town standards, regulation of the Texas Commission on Environmental Quality (TCEQ), and any other applicable County or State rules and regulations. In the event of conflict among these regulations, whichever is the most stringent shall apply.

## E. Wastewater

### 1. Extension of and Connection to the Town's Wastewater Collection System

Extension of, and connection to, the Town's sanitary sewer system shall be required for all new developments within the Town's limits. The Town is not in any way obligated to any extension of municipal sewers outside of the Town's CCN boundary.

### 2. Design & Construction

It is the policy of the Town to require all wastewater collection lines to have gravity flow. The use of lift stations and force mains is prohibited unless a gravity design is impractical, as determined by the Town Engineer. The location, design and sizing of all wastewater improvements shall be shown on the Construction Plans and are subject to approval by the Town Engineer.

### 3. Cost of Installation

The cost of installing all wastewater improvement to be made by the developer, including off-site improvements, shall be included in the performance guarantees and Improvement Agreement, if applicable.

#### 4. Extension

##### a. Cost

Where the Town's wastewater system is not planned to be extended in time to serve a proposed new development, all necessary wastewater facilities to serve such development shall be provided by and at the expense of the developer. If oversizing of a wastewater facility is deemed necessary by the Town Engineer, the Town may participate in such oversizing costs as part of a Development Agreement.

##### b. Future Extensions

Pipe stub-outs shall be located in manholes to facilitate the future extension of wastewater lines.

#### 5. On-Site Wastewater Disposal Systems in the ETJ

- a. Wastewater systems shall provide adequate sewage disposal for all lots, tracts, parcels and structures in the development that cannot be connect to the Town's sewer system.
- b. All on-site wastewater disposal systems shall be designed, permitted, constructed, operated and maintained in compliance with all applicable local, County and State regulations, and a permit for such system shall be acquired prior to Preliminary Plat and Construction Plans approvals.
- c. In order to protect the public health, safety and welfare, an existing on-site wastewater disposal system shall be upgraded, or reconstructed if necessary, to comply with the Town's standards by the owner, at the owner's expense, if the operation of the facility does not comply with government regulations or if it causes objectionable odors, unsanitary conditions, pollution, etc.

### 8.3. DRAINAGE AND ENVIRONMENTAL STANDARDS

#### A. Drainage and Storm Water Management Standards

##### 1. Easements

Drainage easements shall be dedicated for public drainage features in accordance with requirements of the Town's adopted Construction Standards. Drainage easements and features shall be included as a portion of buildable (habitable structure) lot(s) and not as a lot by itself unless specifically authorized by the Town Engineer. Storm drainage easements shall be located along side property lines shall be split across the property line between two (2) lots or tracts.

##### 2. Storm Water Quality

Designs for a new development shall manage storm water in a manner that protects water quality by addressing the development's potential to cause erosion, pollution, siltation, and sedimentation in the natural creeks. The goal is to maintain after development, to the maximum

extent practicable, the predevelopment characteristics in the Major Creek, which ultimately receives storm water runoff from the development. The design all storm water discharges are subject to approval by the Town Engineer.

### 3. Storm Water Runoff

Storm water runoff shall be calculated anticipating a fully developed watershed. The Comprehensive Plan, existing land use, and zoning maps shall be used to determine fully developed conditions. The Town Engineer reserves the right to review the determination of fully developed conditions and may require revisions.

### B. Storm Water Management Plan

1. A storm water manage plan (SWMP) shall be prepared for all developments in accordance with the requirements set forth in the Town's Development Application Handbook. The purpose of the SWMP is to identify permanent water quality feature opportunities for the development.
2. The SWMP shall be prepared in coordination with the drainage plan on all projects where both are required. The preliminary SWMP and the drainage plan may be shown on the same sheet. When a drainage plan is not required, the SWMP shall indicate the existing drainage patterns and runoff coefficients and the proposed changes to these items.
3. The SWMP must comply with the standards and criteria outlined in the Town's adopted Construction Standards. The plan must satisfy the storm water management portion of the Storm Water Pollution Prevention Plan (SWPPP) that is required for construction activities; however, the SWMP is not a substitution for SWPPP. The Town's review of the preliminary SWMP does not constitute acceptance of the final SWMP of final development plans.
4. The developer shall provide a SWMP plan for the area proposed for development. For amended plats or plats with a previously accepted preliminary SWMP, the accepted SWMP shall be enforced unless a revised preliminary SWMP is required.
5. Three (3) paper copies of the SWMP plan shall be submitted with the submittal of a preliminary plat, replat, or minor plat for review and acceptance. Upon acceptance of the plan, the plan shall be signed, sealed, and dated by the engineer, or shall contain a statement showing the engineer's name and license number and affirming the plan was prepared under the direction of the engineer and that the plan is preliminary.

### C. Drainage Plan

1. This plan shall show the watershed affecting the development and how the runoff from the fully-developed watershed will be conveyed to, through, and from the development. It must comply with the Town's adopted Construction Standards.
2. For any property involved in the development process, a drainage plan shall be provided, at the developer's expense, for the area proposed for development. For property with a previously accepted drainage plan, the accepted drainage plan may be submitted and enforced unless a revised drainage plan is required by the Town due to lot reconfiguration or other conditions

created by the new plat. The Town Engineer may waive the requirement for a drainage plan if the submitted plat is not anticipated to cause any significant change in runoff characteristics from a previously accepted drainage study or for single residential properties where no drainage problems are anticipated. If the applicant requests a waiver in writing, a copy of any previous drainage plan shall be provided.

3. Three (3) paper copies of the drainage plan shall be submitted with the submittal of preliminary plat, replat, or minor plat for review and acceptance. The plan shall be stamped by and dated by the engineer.

#### D. Floodplain Development Requirements

All developments proposed adjacent to or within the 100-year floodplain shall be in accordance with the Town's Flood Hazard Prevention Ordinance and this Subdivision Ordinance.

### **8.4. STREET REQUIREMENTS**

#### A. Basic Policy

##### **1. Street Improvements**

In platting a new development, the property owner shall provide additional right-of-way needed for existing or future streets as shown on the Comprehensive Plan.

##### **2. Improvement of Existing Substandard Streets**

- a. When a proposed residential or nonresidential development abuts one or both sides of an existing substandard street, the developer shall be required to improve the substandard street and its appurtenances to bring the same to Town standards, or to replace it with a standard Town street, at no cost to the Town other than as may be provided in the Town's cost-sharing policies, including the Town's Impact Fee Ordinance that are in effect at the time of the Final Plat approval.
- b. The developer may request a Major Waiver or may file a proportionality appeal if the requirements for improving an existing substandard street imposed by this section would result in unnecessary hardship or would be disproportional to the impacts generated by the development on the Town's street system.

##### **3. New Streets**

All new streets shall, at minimum, be built to a width and design which will adequately serve that development, and shall be concrete paved with a sub base constructed of crushed stone/concrete and utilize a Geo-Textile liner.

##### **4. Development Fees**

All fees due on the project shall be paid in accordance with the Town's Impact Fee Ordinance or Development Agreement.

#### B. Street Design

### 1. Conformity to the Comprehensive Plan

The general location of streets shall conform to the Comprehensive Plan. For streets that are not shown on the Comprehensive Plan, such as the local residential streets, the arrangement of such streets shall:

- a. Provide for the continuation or appropriate projection of existing streets or street stubs from or into surrounding areas;
- b. Conform to any plan for the neighborhood approved or adopted by the Town to address a particular situation where topographical or other conditions make continuance or conformity to existing streets impractical;
- c. Not conflict with existing or proposed streets or driveway openings, including those on the opposite side of an existing or planned thoroughfare. New streets shall align with opposite streets and driveway opening such that median openings can be shared.

### 2. Relation to Adjoining Street System

The proposed street system shall extend all major streets and such existing secondary and local streets as may be necessary for convenience of traffic circulation and emergency ingress and egress.

### 3. Street Names, Street Name Signs and Traffic Control Signs

#### a. Street Names

New streets shall be named so as to provide name continuity with existing streets, and so as to prevent conflict or "sound-alike" confusion with similar street names. All street names shall be approved by the Town prior to any Plat approval, and prior to approval of the Construction Plans.

#### b. Cost of Signs

All costs associated with the purchase and installation of street name and traffic control signs shall be the responsibility of the developer.

#### c. Town Standards

All street name signs and traffic control signs shall conform to the Town's details for street name sign design and the latest edition of the Texas "Manual of Uniform Traffic Control Devices".

### 4. Traffic Studies

The Town Engineer may require a Traffic Impact Analysis (TIA) when any proposed site plan or subdivision plan:

- a. Would expect to generate over one hundred (100) directional trips during the peak hour of traffic generator or the peak hour on the adjacent streets;
- b. Over seven hundred fifty (750) trips in an average day; or
- c. High traffic volumes on surrounding roads that may affect movement to and from the proposed development.
- d.

#### 5. Stub Streets

- a. Connections are required to adjacent vacant properties at locations as approved by the Town Engineer.
- b. A note shall be clearly placed on the Final Plat indicating that the stub street will be extended with the future development.
- c. All stub streets shall have a sign prominently posted at the terminus of the street to indicate that the street will be extended in the future. Installation and cost of the sign shall be the responsibility of the developer.

#### 6. Street Connectivity

- a. New developments shall provide street connections to adjacent developments, as determined by the Town, allowing access between developments of neighborhood traffic and to enhance pedestrian and bicycle connectivity as recommended in the Comprehensive Plan.
- b. The use of cul-de-sac streets shall be limited within new developments to the greatest extent possible. The Fire Chief and the Town shall have the authority to determine whether or not the use of cul-de-sacs in a development meets the intent of this section during Town review and consideration of the Preliminary Plat.

#### 7. Street Lighting

Street lighting shall be provided at all street intersections and furthest extensions of cul-de-sacs.

### 8.5. EASEMENTS, LOT & BLOCK DESIGN, MONUMENTS, SUBDIVISION NAMES, FRANCHISE UTILITIES

#### A. Easements

The type, size and location of easements shall be determined by the Town Engineer. All existing and proposed easements shall be shown on the Preliminary and Final Plats. All easements shall be labeled on the Final Plat and dedicated for the specific purpose intended.

#### B. Zoning Compliance

All lots shall conform to the zoning district requirements, unless located in the ETJ in which they shall comply with the agreements between the Town and Denton County.

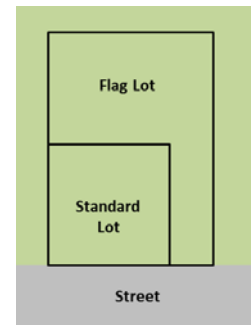
#### C. Residential Lots Adjacent to Drainage Areas

Lots shall be exclusive of any portion of a natural drainage area, maintenance access, and/or erosion hazard setback. Retaining walls may be allowed on lots adjacent to natural drainage areas as approved by the Town Engineer.

#### D. Lot Shape

The Town reserves the right to disapprove any lot which, in its opinion, will not be suitable or desirable for the purpose intended, or which is so oddly shaped as to create a hindrance to the logical lot layout of surrounding properties and/or create an irregular building envelope. The following requirements shall also apply.

1. Lots shall be generally rectangular in shape. Sharp angles between lot lines shall be avoided. Flag lots are prohibited.
2. Irregularly shaped lots shall have sufficient width at the building line to meet minimum lot width and frontage requirements for the appropriate zoning district, and shall provide the minimum building pad required by zoning without encroachment into front, side or rear yard setbacks or into any type of easement.



**Figure 1: Flag Lots**

#### E. Lot Lines

##### 1. Side Lot Lines

Side lot lines shall be at ninety degree (90°) angles or radial to street right-of-way lines to the greatest extent possible.

##### 2. Lot Lines and Jurisdictional Boundaries

All lot lines shall, to the greatest extent possible, align along county, school district and other jurisdictional boundary lines such that lots are fully within one county, school district or other jurisdiction.

##### 3. Lot Buildability

Any portion of a lot that is non-buildable for any reason shall be clearly shown as such on the Preliminary and Final Plats. A "Lot Buildability" detail shall be submitted along with the Preliminary and Final Plats, and shall verify that the buildable portion of such a lot can accommodate a dwelling or main structure that complies with applicable Town zoning regulations, if located within the Town's limits, and building code.

#### F. Lot Frontages

##### 1. Street Frontage

Each lot shall have adequate access to a street by having frontage on such a street that is not less than sixty feet (60) at the street right-of-way, or otherwise specified in the Zoning Ordinance or a Planned Development (PD) Ordinance, if applicable. Lots fronting onto an eyebrow or bulb



portion of a cul-de-sac shall have a minimum frontage of forty feet (40) at the street right-of-way line.

## 2. Double Frontage

### a. Single Family

Double frontage lots are prohibited, except that single family lots may back or side onto a Type C2U thoroughfare or larger with appropriate screening. Where lots back or side onto a Type C2U thoroughfare or larger, no driveway access is allowed onto the thoroughfare from the rear or side of the lot.

b. Where lots have frontage on more than one street, a front building line shall be established for each street.

## 3. Lots Facing Other Lots

Whenever feasible, each residential lot shall face the front of a similar lot, or shall face a park or open space if one exists or is planned across the street. In general, an arrangement placing adjacent lots at right angles to each other should be avoided.

## G. Lots in Relation to Parks/Open Space

All lots that are located directly across a street from a park/open space shall face onto the park/open space.

## H. Lot & Block Numbering

All lots within each phase of a development are to be numbered consecutively within each block. Each block shall have an alpha designation.

## I. Building Lines

Building lines shall not be shown on the Preliminary and Final Plats.

## J. Subdivision Names

New subdivisions shall be named so as to prevent conflict or "sound-alike" confusion with the names of other subdivisions. The subdivision name shall be approved by the Town prior to any Plat approval, and prior to approval of the Construction Plans.

## K. Franchise Utility Policy

### 1. General Requirements

The Town may require easements for poles, wires, conduits, gas, telephone, cable TV or other utility lines if necessary.

### 2. Locations

Utilities shall be located in easements provided adjacent to the street rights-of-way along the front of lots or tracts.

### 3. Ground-Mounted Equipment

Ground-mounted equipment shall not be placed in visibility, access or maintenance easements.

## **8.6. SUBDIVISION AMENITIES**

### **A. Requirements**

Where amenities are proposed in conjunction with a development, such amenities shall be reviewed and approved in accordance with the following:

1. Preliminary plans and illustrations, along with a written statement of such concepts, shall be submitted for review and approval with the Preliminary Plat.
2. Plans for amenities shall then be incorporated into the Screening Plan and/or Landscape Plan for submittal as part of the Construction Plans.
3. Structural elements shall display the seal of a licensed professional engineer and shall be considered for approval by the Town.
4. Town review and approval of plans for amenities shall be required prior to issuance of a Letter of Final Acceptance for the subdivision improvements.

### **B. Design of Amenities**

The design amenities shall conform to the following:

1. Entry features shall be constructed entirely on public property, and shall not extend over a public right-of-way. An entry feature having a water pond, fountain or other water feature shall only be allowed if approved by the Town Council and the Fire Chief.
2. No entry feature, other than screening walls or extensions of screening walls, may be constructed on any portion of a single-family lot(s). All such features shall be constructed on lots that are platted as "non-buildable" lots and dedicated to the Town for maintenance.
3. Entry features shall not encroach into visibility easements or otherwise impair pedestrian or vehicular visibility.

### **C. Maintenance of Amenities**

The Town shall be responsible for the maintenance of all amenities and landscaping constructed for a subdivision located within the corporate boundaries.

Property Owners Associations or Homeowner Associations which require mandatory membership and who require mandatory fees, dues, levies or monetary assessments are prohibited.

## **8.7. PUBLIC PARKS & OPEN SPACES**

### **A. General Requirements**

Parks shall be easy to access and open to the public view so as to benefit area developments, enhance the visual character of the Town, protect public safety, and minimize conflict with adjacent land uses. The following guidelines shall be used in designing development around or adjacent to parks and adjacent development:

### 1. Parks and Open Spaces

Parks shall be bounded by a street(s) or by other public uses unless otherwise specified in this Subdivision Ordinance, the Zoning Ordinance or a Planned Development (PD) ordinance.

### 2. Residential Lots

Single-family residential lots shall be oriented such that they front or side onto parks and open spaces and they do not back to them.

### 3. Access to Parks and Open Spaces

A proposed development adjacent to a park or open space shall not be designed to restrict public visibility or reasonable public access to the park or open space from other area developments. Street connections to existing or future adjoining subdivisions shall be required to provide reasonable access to parks and open space areas.

## B. Streets Abutting A Park

Streets abutting a park or open space area shall be built in accordance with the Comprehensive Plan, the standards of this Subdivision Ordinance and all other applicable construction standards and ordinances. The Town may, however, require any residential street built adjacent to a park or open space to be constructed to accommodate possible on-street parking for park users and to prevent traffic congestion.

### 1. Abutting Street Oversizing

When park or open space land is acquired by the Town, the Town shall require at least sixty (60) feet of right-of-way to be dedicated to provide for an abutting street unless otherwise approved by the Town.

## C. Park Reservation and Dedication

Land for neighborhood and linear parks shall be reserved and dedicated in accordance with the Town's adopted Master Plans and the area for such parks shall be determined in accordance with the Town's park dedication ordinance.

## D. Site Criteria

Neighborhood and linear park sites shall be of suitable size, dimension, topography and general character to meet the design criteria specified by the Town and as determined in accordance with the Town's park dedication ordinance.

## E. Minimum Park Improvements

Unless waived by the Town Council, neighborhood and linear parks shall be improved by the developer prior to a Letter of Final Acceptance being issued by the Town. Minimum park improvements, as determined by the Town, shall include:

1. Grading and clearance of unwanted vegetation, structures or improvements;
2. Installation of storm drainage and stream erosion controls;

3. Establishment of turf and planting trees;
4. Installation of perimeter streets and street lights in compliance with the Outdoor Lighting Ordinance;
5. Provision of water and sewer service to location(s) on the park site as determined by the Town.

**F. Additional Voluntary Park Improvements**

A developer may request permission to construct, at his or her own expense, additional park improvements. The Town may accept or reject voluntary dedications of park land and/or additional park improvements. All improvements in the public parks and open spaces shall be consistent with the design criteria for the Town, and shall, upon installation, become the property of the Town. Prior to constructing such additional park improvements, the developer shall enter into a Development Agreement with the Town that defines, among other things, the work to be performed, construction schedules, improvement costs, performance surety, the amount to be reimbursed by the Town (if any), and the time of such reimbursement (if any). The Town Council shall consider and decide the proposed Development Agreement for park improvements.

**G. Completion of Land Dedication and Improvements**

Park land shall be dedicated to the Town concurrently with the filing of an approved Final Plat or Replat. All improvements specified in the Improvement Agreement, if applicable, shall be completed prior to approval of the Final Plat or Replat, except where future performance is provided for in the Improvement Agreement.

**H. Hike-and-Bike Trail Requirements**

**1. Requirements**

Hike-and-Bike trails shall be in accordance with the Town's adopted master plans.

**2. Future Trails and Access for New Developments**

When a development is adjacent to an undeveloped property, a pedestrian access stub-out in conjunction with a street connection to the edge of the development shall be required to allow for future access between developments.

## **SECTION 9: RELIEF PROCEDURES**

### **9.1. PETITION FOR WAIVERS**

**A. Purpose**

The purpose of a petition for a Waiver to a particular standard or requirement of this Ordinance, as such are applicable to Plats or Construction Plans for a project, is to determine whether or not such particular standard or requirement should be applied to an application or project.

**B. Definitions**

Waivers shall be classified as "minor" or "major", as defined in section 10.2 WORDS AND TERMS DEFINED of this Subdivision Ordinance.

### C. Authority

#### 1. Minor Waiver

A Minor Waiver is acted upon by the Town or the Town Engineer. An appeal to a decision on a Minor Waiver may be considered by the Town Council.

#### 2. Major Waiver

A major Waiver is acted upon by the Town Council. The Town Council's decisions are final.

### D. Applicability

1. An applicant may request a Waiver of a particular standard or requirement applicable to a Preliminary Plat, to Construction Plans, or where no Preliminary Plat application has been submitted for approval, to a Final Plat or Replat. A Waiver petition shall be specific in nature, and shall only involve relief consideration for one particular standard or requirement. An applicant may, if desired, submit more than one Waiver petition if there are several standards or requirements at issue.
2. A petition for a Waiver shall not be accepted in lieu of a proportionality appeal or a vested rights petition. If there is a question as to whether a proportionality appeal or vested rights petition is required instead of a petition for a Waiver, such determination shall be made by the Town.

### E. Submission Procedures

1. A request for a Waiver shall be submitted in writing by the applicant with the filing of a Preliminary Plat, Construction Plans, Final Plat or Replat, as applicable. No Waiver may be considered or granted unless the applicant has made such written request.
2. The applicant's request shall state the grounds for the Waiver request and all of the facts relied upon by the applicant. Failure to do so, will result in denial of the application unless the applicant submits a Waiver of Right to 30-Day Action in accordance with section 5.3.E Waiver of Right to 30-Day Action.

### F. Criteria

1. A Waiver to regulations within this Subdivision Ordinance may be approved only when undue hardship will result from strict compliance to the regulations.
2. The Town and/or Town Engineer shall take into account the following factors:
  - a. The nature of the proposed land use involved and existing uses of the land in the vicinity;
  - b. The number of persons who will reside in the proposed development; and
  - c. The effect of such Waiver might have upon traffic conditions and upon the public health, safety, convenience and welfare in the vicinity.
3. No Waiver shall be granted unless the Town and/or Town Engineer finds:

- a. That there are special circumstances or conditions affecting the land involved or other constraints such that the strict application of the provisions of this Subdivision Ordinance would deprive the applicant of the reasonable use of his or her land; and
  - b. That the Waiver is necessary for the preservation and enjoyment of a substantial property right of the applicant, and that the granting of the Waiver will not be detrimental to the public health, safety or welfare or injurious to other property in the area; and
  - c. That the granting of the Waiver will not have the effect of preventing the orderly subdivision of other lands in the area in accordance with the provisions of this Subdivision Ordinance.
4. A Waiver may be granted only when in harmony with the general purpose and intent of this Subdivision Ordinance so that the public health, safety and welfare may be secured and substantial justice is done. Financial hardship to the applicant shall not be deemed to constitute undue hardship.
  5. No Waiver shall be granted unless it represents the minimum degree of variation of requirements necessary to meet the needs of the applicant.
  6. The Town and/or Town Engineer shall not authorize a Waiver that would constitute a violation of, or conflict with, any other valid ordinance, code, regulation, master plan or Comprehensive Plan of the Town.
  7. Any falsification of information by the applicant shall be cause for the Waiver request to be denied. If the Waiver request is approved based upon false information, whether intentional or not, discovery of such false information shall nullify prior approval of the Waiver, and shall be grounds for reconsideration of the Waiver request.

#### G. Burden of Proof

The applicant bears the burden of proof to demonstrate that the requirement for which a Waiver is requested, if uniformly applied, imposes an undue hardship or disproportionate burden of the applicant. The applicant shall submit the burden of proof with the original submittal.

#### H. Decision

The Town and/or Town Engineer shall take one of the following actions:

1. Deny the petition, and impose the standard or requirement as it is stated in this Subdivision Ordinance; or
2. Grant the petition, and waive in whole or in part the standard or requirement as it is stated in this Subdivision Ordinance.

#### I. Notification of Decision on Petition

The applicant shall be notified of the decision on the Waiver within fourteen (14) calendar days following the decision.

#### J. Appeal

### 1. Initiation of an Appeal

The applicant may appeal a waiver decision of the Town and/or Town Engineer as allowed in this Subdivision Ordinance. The written request to appeal shall be submitted to the Town within fourteen (14) calendar days following the denial decision.

### 2. Appeal to the Town Council

The Town Council shall consider the appeal at a public meeting no later than thirty (30) calendar days after the date on which the notice of appeal is submitted to the Town. The Town Council may affirm, modify or reverse the decision with an affirmative vote by four voting members of the Town Council. The Town Council's decision is final.

### K. Effect of Approval

Following the granting of a Waiver, the applicant may submit or continue the processing of a Plat or Construction Plans, as applicable. The Waiver granted shall remain in effect for the period the Plat or Construction Plans are in effect, and shall expire upon expiration of either or both of those applications. Extension of those applications shall also result in extension of the Waiver.

## **SECTION 10: DEFINITIONS**

### **10.1. GENERAL**

Terms which are used in this Ordinance and are not specifically defined shall be given their ordinary meaning, unless the context requires or suggests otherwise. In the case of ambiguity or uncertainty concerning the meaning of a particular term, whether or not defined, the Town staff shall have the authority to assign an interpretation which is consistent with the intent and purpose of this Ordinance, or an interpretation which is consistent with previous usage or interpretation.

### **10.2. WORDS AND TERMS DEFINED**

Alley: a right of way which provides secondary access to multiple properties, generally in the rear of the property and used for the purpose of service access and not intended for general travel.

Block: property designated on an officially recorded map existing within well-defined and fixed boundaries within a subdivision and usually being an area surrounded by streets or other features such as parks, railroad rights-of-way or municipal boundary lines which make it a unit.

Building: a structure for the support or shelter of any use or occupancy.

Building Inspector: the officer or other designated authority charged with the administration and enforcement of this Code.

Building Line: means a line established, in general, parallel to a property line, over which no part of a building shall project, except as otherwise provided in this Ordinance.

Council: the Town Council for the Town of Lakewood Village.

Easement: a right given by the owner of a parcel of land to another person's, public agency or Private Corporation for specific and limited use of that parcel.

Extraterritorial Jurisdiction: The unincorporated area, not a part of any other municipality, which is contiguous to the corporate limits of the Town, the outer limits of which are measured from the extremities of the corporate limits of the Town outward for the distance as stipulated in Chapter 42 of the Texas Local Government Code, according to the population of the Town, and in which area the Town may regulate subdivisions and enjoin violation of provisions of this Subdivision Ordinance.

Floodplain: area subject to inundation by flood, having a given percentage of probability of occurrence in any given year, based on existing conditions of development within the watershed area.

Front Yard: that portion of a lot between the front lot line and the front building line.

Height: the vertical distance measured from grade to the highest point of the structure.

Lot: a designated parcel, tract, or area of land established by a plat and to be used, developed or built upon as a unit.

Lot Depth: the length of a line connecting the mid-point of the front and rear lot lines.

Lot Line: a property line that divides one lot from another lot or from a public or private street or any other public space.



Lot Width: the length of a line, drawn perpendicular to the lot depth line at its point of intersection with the front yard line, connecting the side property lines.

Open Space: any parcel or area of land or water essentially unimproved and set aside, dedicated, designated, or reserved for public use or enjoyment or for the private use and enjoyment of owners and occupants of land adjoining or neighboring such open space.

Platted Lot Line: a lot line that has been recorded with the official recording agency.

Public Street: any street in the Town of Lakewood Village that is not private.

Rear Yard: that portion of a lot between the rear lot line and the rear building line.

Side Yard: that portion of a lot line between the side lot lines and the side building lines.

Street Line: the right-of-way of a street.

Structure: that which is built or constructed, an edifice or building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

Tree: a plant having a permanently woody main stem or trunk, ordinarily growing to a considerable height, and usually developing branches at some distance from the ground.

TXDOT: Texas Department of Transportation.

Variance: an adjustment in the application of the specific regulations of this title to a particular piece of property, which property, because of special circumstances uniquely applicable to it, is deprived of privileges commonly enjoyed by other properties in the same vicinity and zone, and which adjustment remedies disparity in privileges.

Waiver, Major: A significant change to both the standards and intent of this Subdivision Ordinance, which involves Town Council approval.

Waiver, Minor: A minor change to the standards, but not the intent, of this Subdivision Ordinance, which requires the Town or the Town Engineer approval unless otherwise noted.

Yard: that portion of a lot which is required to be unoccupied and unobstructed from the ground to the sky, except as otherwise provided in this Ordinance.

## End of Exhibit A

### ADOPTION AND SUMMARY OF AMENDMENTS

Ordinance Number	Date	Summary
<u>20-XX</u>	<u>February XX, 2020</u>	• <u>Required compliance with Outdoor Lighting Ordinance</u>
14-13	November 13, 2014	<ul style="list-style-type: none"> <li>• Updated layout and reorganized</li> <li>• Updated defined terms</li> <li>• Updated process for replats</li> <li>• Updated section for street requirements</li> <li>• Updated section for drainage</li> <li>• Updated section for proportional costs of utilities and public facilities</li> <li>• Moved fees to a consolidated Town ordinance.</li> <li>• Added Construction Plat</li> <li>• Added Development Plat</li> </ul>
13-07	June 13, 2013	REPEALED

**TOWN OF LAKEWOOD VILLAGE  
ANIMAL CODE 16-03**

**AN ORDINANCE OF THE TOWN OF LAKEWOOD VILLAGE, TEXAS PROVIDING FOR THE CONTROL OF ANIMALS; PROVIDING FOR DEFINITIONS; PROVIDING FOR ENFORCEMENT; PROVIDING FOR REGISTRATION; FEES AND TAGS; PROVIDING FOR RABIES CONTROL; PROVIDING FOR DUTIES OF OWNERS; PROVIDING FOR LIVESTOCK; PROVIDING AUTHORITY TO ISSUE CITATIONS; PROVIDING FOR A CUMULATIVE REPEALER; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; PROVIDING FOR A PENALTY; PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Lakewood Village, Texas is a Type A General Law Municipality located in Denton County, Texas, created in accordance with provisions of the Texas Local Government Code and operating pursuant to the enabling legislation of the State of Texas; and

**WHEREAS**, the Town Council of Lakewood Village, Texas in order to provide for the general health and welfare of the citizens of this Town is permitted to enact certain rules and regulations concerning animal control; and

**WHEREAS**, the Town Council of the Town of Lakewood Village, Texas adopts the Texas Health and Safety Code, Chapter 822, as supplemented and amended by the terms of this

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

**Section 1: Findings**

The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein.

**Section 2: Repeal**

Animal Code 13-04 ordinance is hereby repealed in its entirety.

**Section 3: Penalty Clause**

**A. Violation**

A person who knowingly violates any provision of this chapter is guilty of separate offenses for each day during which the violation is continued after notification. Neither allegation nor evidence of a culpable mental state is required for the proof of an offense defined by this ordinance.

**B. Fine**

Each offense is punishable by a fine of not more than two-thousand (\$2,000) nor less than two-hundred (\$200). The minimum fine established in this paragraph shall be doubled for the second conviction of the same offense within any 24-month period and tripled for the third and subsequent convictions of the same offense within any 24-month period. At no time shall the minimum fine exceed the maximum fine established in this paragraph.

#### **Section 4: Legal Rights**

The penal provision imposed under this Ordinance shall not preclude the Town of Lakewood Village from filing suit to enjoin the violation. The Town of Lakewood Village retains all legal rights and remedies available to it pursuant to local, state, and federal law.

#### **Section 5: Severability**

##### **A. Unconstitutional or Invalid Section**

Should any section, subsection, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, it is expressly provided that any and all remaining portions of this Ordinance shall remain in full force and effect.

##### **B. Independent Sections**

The Town hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses and/or phrases be declared unconstitutional or invalid.

#### **Section 6: Estoppel / Waiver**

The failure of the Town to enforce any term or condition of this Ordinance shall not constitute a waiver or estoppel or any subsequent violation of this Ordinance.

#### **Section 7: Effective Date**

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

**PASSED AND APPROVED** by the Town Council of the Town of Lakewood Village, Texas this the 14th day of January, 2016.

---

Dr. Mark Vargus  
Mayor

ATTEST:

---

Linda Asbell, TRMC  
Town Secretary

## **Exhibit A**



## ANIMAL CODE

Adopted: January 14th, 2016

## SECTION 1. RESPONSIBILITY FOR ENFORCEMENT

Enforcement of this Ordinance shall be the responsibility of the proper State and Denton County authorities, the Mayor or his/her designee, or any persons duly appointed by the Town Council.

## SECTION 2. DEFINITIONS

Animal: any living creature, including but not limited to, dogs, cats, horses, birds, fish, mammals, reptiles, insects, fowl and livestock, but specifically excluding human beings.

At Large: any animal that is not completely confined by a building wall, or fence of sufficient strength or construction to restrain the animal and prevent the animal from leaving therefrom at any time, or except when such animal is either on a leash or held in the hands of the owner or keeper, or under direct supervision of the owner within the limits of the owner's private property. An animal within an automobile or other vehicle of its owner shall not be deemed as "running at large."

Cat: a domesticated animal that is a member of the feline family.

Dangerous Animal: as defined by Chapter 822 of the Texas Health and Safety Code, and more specifically Section 822.041 as it pertains to dogs. The term shall also apply to snakes as defined in this Ordinance.

Dog: a domesticated animal that is a member of the canine family.

Harbor: the act of keeping and caring for animals or of providing a premise to which the animal returns for food, shelter, or care for a period of at least 10 days.

Kennel: any lot, building, structure, enclosure or premises where five (5) or more adult dogs and/or cats, of the age of six (6) months or older, are kept for the purpose of breeding for sale, exchange or giving away.

Livestock: species of animals which are normally suited for, or are kept or used on, a farm, ranch or similar setting for agricultural purposes such as animal husbandry, food or food production, production of fiber or clothing, material, riding, driving, pulling, hauling, commerce, or similar purpose. For purposes of this ordinance the following similar species of animals shall be considered to be livestock, regardless of age, breed, or sex, unless otherwise stated herein by the animal control officer.

- |           |          |
|-----------|----------|
| 1. Bovine | 4. Sheep |
| 2. Equine | 5. Swine |
| 3. Goats  | 6. Fowl  |

Owner/Ownership: a person who owns or has custody or control of or having title to any animal; or a person who harbors or keeps, or causes or permits to be harbored or kept, any animal in their care, or who permits an animal to remain on or about their premises.

Public Nuisance: any animal which molests passerby or passing vehicles; attacks other animals; roams at large, damages public or private property; barks, whines, meows, howls, squawks or crows in a frequent or continuous manner that disturbs any person of ordinary sensibilities in the vicinity.

**Snakes:** Family Helodermatidea (venomous lizards); Family Viperidae (rattlesnakes, copperheads, cottonmouths, other pit vipers and true vipers); Family Elapidae (coral snakes, cobras, mambas, and other elapids); the following listed species of Family Colubridae-Dispholidus typus (Boomslang), Hydromastes gigas (water cobra), Boiga (mangrove snake) and Thelotornis (African twig snake) only; Order Phidia, and Order Crocodilia (crocodiles, alligators, caimans, and gavals).

### **SECTION 3. REGISTRATION; FEES; TAGS**

1. **Required Registration.** It shall be unlawful for the owner of any dog or cat over the age of four (4) months to keep or maintain said dog or cat within the Town limits without properly registering said dog or cat with the Town of Lakewood Village, Texas, in accordance with this ordinance. No dog or cat shall be deemed registered with the Town until and unless it has a current rabies vaccination. Any owner of a dog or cat subject to this Ordinance shall timely provide the Town with the following and be responsible for ensuring that said registration information is current.
  - a. A completed "Animal Registration Form" as provided by the Town, together with a photograph of the dog or cat for attachment to the registration form; and
  - b. Proof that the dog or cat has been properly injected with a rabies vaccine licensed for use in that species by the United States Department of Agriculture and administrated by a veterinarian licensed to practice in the State. Not more than 24 months shall have elapsed since the most recent vaccination; and
  - c. The Owner shall be responsible for providing the Town with future updated vaccination documents, which reflect compliance with this section so long as the dog or cat is kept or maintained within the corporate limits of the Town of Lakewood Village, Texas. If there is a change in ownership of a registered dog or cate, the new owner shall have the registration transferred to their name. There shall be no charge for said transfer.
2. **Fees.** To properly register a dog or cat under this Ordinance, an Owner shall pay a onetime registration fee in the amount established in the Consolidated Fee Ordinance per dog or cat.
3. **Tags.** A metal tag issued by a licensed veterinarian depicting the current vaccination must be affixed to a collar or harness that must be worn by a dog at all times.

### **SECTION 4. RABIES CONTROL**

1. **Vaccination.** Every owner of a dog or cat four (4) months of age or older shall have such animal vaccinated against rabies. All dogs and cats shall be vaccinated every two (2) years in accordance with Section 3 above.
2. **Certificate of Vaccination.** Upon vaccination, the veterinarian shall execute and furnish to the owner of the dog or cat as evidence thereof, a certificate upon a form furnished by the veterinarian. The veterinarian shall retain a duplicate copy, and the Owner shall provide a copy to the Town. Such certificate shall contain the following information:
  - a. The name, address and telephone number of the owner of the vaccinated dog or cat;
  - b. The date of vaccination;



- c. The type of rabies vaccine used;
  - d. The year and number of the rabies tag; and
  - e. The breed, age, color and sex of the vaccinated dog or cat.
3. Proof. It shall be unlawful for any person who owns or harbors a dog or cat to fail or refuse to exhibit their copy of the certificate of vaccination upon demand by any person charged with the enforcement of this Ordinance.
4. Harboring Unvaccinated Animals. It shall be unlawful for any person to harbor any animal that has not been vaccinated against rabies, as provided herein, or that cannot be identified as having a current vaccination certificate.

#### **SECTION 5. DUTIES OF OWNERS**

1. It shall be unlawful for any person who owns or harbors animals to:
  - a. Fail to prevent a dog from running at large within the corporate limits of the Town of Lakewood Village. All dogs must be on a leash or contained on the owner's property. Each time a dog runs at large in violation of this ordinance constitutes a separate offense.
  - b. Allow their dog or cat to be a public nuisance.
  - c. Keep, posses, own, control, maintain, use or otherwise exercise dominion over any animal or animals which by reason of noise, odor or sanitary conditions, become offensive to a reasonable and prudent person of ordinary tastes and sensibilities, or which constitutes or becomes a health hazard as determined by the Town Council.
  - d. Keep or harbor any livestock, dangerous animals or snakes as defined by this Ordinance or any platted lot within the corporate limits of the Town of Lakewood Village, Texas.
  - e. Keep, maintain, own or operate a dog kennel or cat kennel within the corporate limits of the Town of Lakewood Village, Texas.
  - f. Fail or refuse to exhibit a copy of the certificate of vaccination upon demand to any person charged with the enforcement of this Ordinance.

#### **SECTION 6. AUTHORITY TO ISSUE CITATION**

1. Any authority as described in Section 1 of this Ordinance shall have the authority to issue citations for any violation of this Ordinance.
2. If the person being cited is not present, the authority may send the citation to the alleged offender by registered or certified mail.

**End of Exhibit A**